



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

November 5, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Mayor for a Day
Staff Recommendation: Appoint Kinley Frankfurth as Mayor for a Day on November 5, 2025
 - B Cottage Grove Lions Club Fitness Equipment Donation
Staff Recommendation: Recognize the Cottage Grove Lions Club for their generous donation of fitness equipment in the amount of \$4,997.30
 - C Proclamation - Native American Heritage Month
Staff Recommendation: Proclaim November 2025 as Native American Heritage Month.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2025-10-01)
Staff Recommendation: Approve the October 1, 2025, City Council Special Meeting Minutes.
 - B City Council Regular Meeting Minutes (2025-10-01)
Staff Recommendation: Approve the October 1, 2025, City Council Regular Meeting Minutes.
 - C Planning Commission Meeting Minutes (2025-09-22)
Staff Recommendation: Accept and place on file the minutes from the September 22, 2025, Planning Commission meeting.
 - D Open Forum Response Letter — Job Postings
Staff Recommendation: Receive a letter in response to the open forum questions from the October 15, 2025, City Council meeting regarding City Job Postings.
 - E Open Forum Response Letter - HERO Center
Staff Recommendation: Receive a letter in response to the open forum questions from the October 15, 2025, City Council meeting regarding HERO Center rentals.
 - F Washington County 2026-2030 CIP Response Letter
Staff Recommendation: Approve the response letter to the Washington County 2026-2030 Draft CIP.
 - G Gambling License - Strawberry Fest
Staff Recommendation: Approve the single occasion Gambling Permit application for the Cottage Grove

Strawberry Fest on behalf of Lori Olsen to conduct a bingo event at River Oaks Golf Course (11099 Highway 61, Cottage Grove, MN) on February 21, 2026.

H Gambling License - Beyond the Yellow Ribbon

Staff Recommendation: Approve the Single Occasion Gambling Permit application for the Mississippi River Valley Beyond the Yellow Ribbon on behalf of Patrick Nickle to conduct the Holiday Helper Big Ticket Raffle event at the Cottage Grove VFW Post 8752 (9260 E. Pt. Douglas Rd) on December 6, 2025.

I Approval of Rental Licenses

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

J Deputy Public Works Director/Utilities — Chad Donnelly

Staff Recommendation: Approve the appointment of Chad Donnelly as Deputy Public Works Director - Utilities, at grade X01, step 6. The start date will be effective as soon as possible.

K Coordinated Mental Health Response Agreement Amendment

Staff Recommendation: 1) Authorize utilizing the Opioid Settlement to fund Cottage Grove's 2026 portion of the Coordinated Mental Response Agreement. 2) Authorize the agreement amendment between the City of Cottage Grove and Washington County Community Services for Coordinated Mental Health Response.

L Companion Animal Care & Control Impounding Services Agreement

Staff Recommendation: Approve the Agreement for Professional Services for Impound Housing Services 2026 between Companion Animal Care & Control (CACC) and City of Cottage Grove.

M Fire Cadet Agreement

Staff Recommendation: Authorize the Fire Cadet Agreement between the City of Cottage Grove and Leah Panagiotopoulos.

N Authorization to Order 2026 Patrol Vehicles

Staff Recommendation: Authorization to order three 2026 Dodge Durangos in 2025 during the state contract pricing vehicle ordering window.

O Defensive Driving Training Agreement

Staff Recommendation: Authorize the Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove.

P Marco VaaS 365, Teams Phone Managed Services

Staff Recommendation: Staff recommend approval of the VaaS365 Service agreement with Marco Technologies and approval of additional licensing required for MS Teams Voice.

Q Toast Merchant Agreement

Staff Recommendation: Approve the Toast Master Service and Processing 24-month agreement and purchase of hardware and implementation associated.

R FRSecure Risk Assessment Agreement

Staff Recommendation: Staff recommend the approval of the FRSecure 4-year Risk Assessment and Scada Testing agreement in the amount of \$154,000 payable in annual installments of \$38,500.

S Amirize Nelson Mine - Final Environmental Impact Statement

Staff Recommendation: Adopt Resolution 2025-161, adopting the Final Environmental Impact Statement adequacy for Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project.

T Summers Landing 5th Addition Final Streets - Final Payment

Staff Recommendation: Adopt Resolution 2025-158 approving the final payment in the amount of \$10,966.90 to OMG Midwest, Inc. dba Minnesota Paving & Materials for the Summers Landing 5th Addition Final Street Improvements Project.

U Pine Hill Elementary - Encroachment Agreement

Staff Recommendation: Approve the Encroachment Agreement for Independent School District 833, Pine Hill Elementary School located at 9015 Hadley Avenue South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

V Roers Amended Retaining Wall Easements

Staff Recommendation: 1) Approve the amended and restated temporary easement agreement with Roers Cottage Grove Apartments LLC for the construction of a retaining wall. 2) Approve the amended and restated permanent easement agreement with Roers Cottage Grove Apartments LLC for retaining wall improvements.

W AJ Ecker Water Connection - Joint Powers Agreement with the City of Woodbury and Right of Way and Utility Easement between Andrew J. Ecker and the City of Cottage Grove.

Staff Recommendation: Approve the Joint Powers Agreement between the City of Cottage Grove and the City of Woodbury for a residential water service and Approve Right of Way and Utility Easement between Andrew J. Ecker and the City of Cottage Grove.

8 Approve Disbursements

A Approve Disbursements

Staff Recommendation: Approve disbursements from 10-10-2025 through 10-30-2025 in the amount of \$5,608,730.48.

9 Public Hearings

10 Bid Awards

11 Regular Agenda

A Site Plan Review for Proposed Additions to Grey Cloud Elementary

Staff Recommendation: 1) Adopt Resolution 2025-162 approving the Site Plan Review of an approximate 3,476 square foot classroom addition, an approximate 6,505 square foot gymnasium addition, and reworking of the site stormwater and parking lots at Grey Cloud Elementary School located at 9525 Indian Boulevard South. 2) Approve the amended permanent drainage and utility easement. 3) Approve the Hydrant Access Agreement with Independent School District 833, which allows the city access to the site's fire hydrants. 4) Approve the Stormwater Maintenance Agreement with Independent School District 833 for the proposed stormwater pond.

12 Council Comments and Requests

13 Workshops - Open to Public

A Mobile Food Licensing and Fee Structure

Staff Recommendation: Discuss the benefits of the following: 1) Retaining the current dual-fee structure (\$50 per day & \$250 annual). 2) Simplifying fees for large, multi-unit vendors who contribute significantly to our major community events. 3) Adopting an event fee structure.

B 80th Street & East Point Douglas Road Rehabilitation Project – Workshop

Staff Recommendation: Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide feedback on the proposed assessments and aesthetic enhancements.

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date	11/5/2025		
Department	Communications		
Agenda Category	Presentation		
Title	Mayor for a Day		
Staff Recommendation	Appoint Kinley Frankfurth as Mayor for a Day on November 5, 2025		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025 Mayor for a Day Winner</td></tr></table>	1.	2025 Mayor for a Day Winner
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I want to be mayor because I will make our city a fun place to live. I will make sure in all schools kids are included, safe and teachers have the supplies they need. I want to be mayor for the day because I want to learn what a mayor does each day because some day I want to be the first girl President of the USA. I want to work with people to make Cottage Grove the best place to live. Thank you for your time.

Kinley Frankfurt

Age 8 third grade

Pine hill



City Council Action Request

6.B.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Presentation		
Title	Cottage Grove Lions Club Fitness Equipment Donation		
Staff Recommendation	Recognize the Cottage Grove Lions Club for their generous donation of fitness equipment in the amount of \$4,997.30		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>CG Lions Fitness Equipment Council Presentation</td></tr></table>	1.	CG Lions Fitness Equipment Council Presentation
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To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Peter J Koerner, Director of Public Safety

Date: October 30, 2025

Subject: **COTTAGE GROVE LIONS FITNESS EQUIPMENT/CHECK PRESENTATION**

INTRODUCTION

In August 2025, the Cottage Grove Lions Club in partnership with the VFW and Beyond the Yellow Ribbon organizations hosted the Hometown Hero's Golf fundraiser to support our public safety and military communities. The Lions Club graciously offered a \$5000.00 donation to promote public safety wellness. The donation was approved and accepted at the October 1 regular city council meeting.

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

RECOMMENDATION

Recognize the Cottage Grove Lions Club for their generous donation of fitness equipment in the amount of \$4997.30.



City Council Action Request

6.C.

Meeting Date	11/5/2025		
Department	Communications		
Agenda Category	Presentation		
Title	Proclamation - Native American Heritage Month		
Staff Recommendation	Proclaim November 2025 as Native American Heritage Month.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>November 2025_ Native American Heritage Month</td></tr></table>	1.	November 2025_ Native American Heritage Month
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PROCLAMATION FOR NATIVE AMERICAN HERITAGE MONTH NOVEMBER 2025

WHEREAS, The area known today as Minnesota is located on ancestral and contemporary lands that have been called home by Indigenous Peoples since time immemorial; and

WHEREAS, Minnesota is home to 11 Tribal Nations and a resilient and robust Native American community; and

WHEREAS, Native Americans have made essential contributions to the history, culture, and economy of Minnesota, including traditional knowledge, labor, technology, science, philosophy, industry, and arts; and

WHEREAS, The Dakota and Ojibwe resided on this land prior to the arrival of European settlers and experienced a history of interactions with Europeans and European American settlers that was defined by broken promises, violence, deprivation, and disease; and

WHEREAS, This is a history that we must reconcile as we actively promote practices and policies to address long-standing inequities and disparities that exist and work to eliminate systemic racism and discrimination towards Indigenous Peoples; and

WHEREAS, During Native American Heritage Month, the City of Cottage Grove honors the vibrant and diverse Native American cultures that form part of Minnesota today by renewing our commitment to government-to-government relationships and promoting appreciation, reconciliation, understanding, friendship, and continued partnerships among all Minnesotans and the Native Peoples of this land.

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

NATIVE AMERICAN HERITAGE MONTH

Passed this 5th of November, 2025.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-10-01)		
Staff Recommendation	Approve the October 1, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-10-01 City Council Special Meeting</td></tr></table>	1.	2025-10-01 City Council Special Meeting
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MINUTES COTTAGE GROVE CITY COUNCIL

October 01, 2025

Amphitheatre
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING - 6:00 P.M. **St. Croix Room**

1. CALL TO ORDER

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

2. REGULAR AGENDA

- A. Ice Arena Naming Rights Agreement
Staff Recommendation: Receive information on the Ice Arena Naming Rights Agreement with Front Burner Sports and Entertainment and provide feedback.

Staff presented information on the Naming Rights Sales Representation Proposal submitted by Front Burner Sports and Entertainment. The firm would serve as the City's exclusive representative to secure a Naming Rights Partner for the Ice Arena. Chris Potenza presented the Front Burner Sports proposal.

- **Monthly Professional Fees:** The proposal outlines a three-phase structure with fees totaling up to \$46,500.00:
 - Phase I (Discovery & Document Development, up to 3 months): \$3,000 per month (max \$9,000).
 - Phase II (Active Outreach & Negotiation, up to 11 months): \$2,500 per month (max \$27,500).
 - Phase III (Activation & Sale of Additional Assets, up to 4 months): \$2,500 per month (max \$10,000).
- **Commission Payments:** The firm proposes a commission of 12.5% on the lifetime value of sold sponsorship programs, payable annually when funds are collected from the partner. The commission rate would be reduced to 11% if the partner elects to pay commissions over three years, or 9.5% for payment in full in the first year.

The Council received the information and discussed the terms, particularly the relationship between Front Burner Sports and Entertainment and the revenue they would bring to the City. Chris Potenza noted that every relationship and agreement is unique. Front Burner Sports would develop a proposal specifically

for the City of Cottage Grove and then negotiate that out with the City to come to terms on a package that is acceptable for both parties.

B. Ice Arena Remodel Concept Plan Review

Staff Recommendation: Receive a presentation on the Ice Arena Remodel Concept Plan and provide feedback.

Staff reviewed concept design plans from Oertel Architects for the Cottage Grove Ice Arena Visitor Experience Renovation. The design focuses on modernizing the main entrance, central corridor, offices and improving the overall visitor flow for the complex, which serves three sheets of ice.

The presentation included architectural floor plans and renderings of the proposed changes, highlighting a significant enhancement to the lobby, offices, concession, storage and circulation areas. Additional space is proposed to be added as mezzanine extensions in both the north and south rinks. The Architects provided a high-level conceptual cost estimate of \$2M total project cost.

The Council received the presentation and offered positive feedback regarding the modern design and focus on the visitor experience. Council members requested clarification on the potential phasing of the project and how the conceptual budget would integrate with the revenue discussed under the Naming Rights Agreement (Item 2.A). Staff noted that this presentation was for directional feedback and that a detailed funding and budget plans would be formalized and presented at a subsequent meeting.

Minutes were transcribed by Tamara Anderson, City Clerk and reviewed by Zac Dockter, Parks and Recreation Director.



City Council Action Request

7.B.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-10-01)		
Staff Recommendation	Approve the October 1, 2025, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-10-01 City Council Meeting</td></tr></table>	1.	2025-10-01 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

October 1, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on October 1, 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 replay them on Cable Channel 799, and 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; Brad Peterson, Public Safety Captain; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Paul Sponholz, City Engineer.

4. OPEN FORUM

Mayor Bailey opened the Open Forum. As no one 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 Clausen. Motion carried: 5-0.

6. PRESENTATIONS

- A. County Attorney Update (Kevin Magnuson)
Staff Recommendation: Receive a personal introduction and an update from Kevin Magnuson, Washington County Attorney.

Mayor Bailey said we have a guest this evening, our County Attorney, Kevin Magnuson, is here, and we want to welcome him. He's going to share some statistical information and some data with us.

Thank you for having me; my name is Kevin Magnuson, I'm the Washington County Attorney, and it's a real pleasure to be here. I don't really have an agenda other than to come and say hi and give you a little bit of overview of what's going on in the office, maybe some of the things that we've noticed over the last couple years.

I live in Lake Elmo in the house that I grew up in, I bought it from my dad; the house was built in 1889, so he sold it to me as is and a lot of his stuff is still there, he lives in Woodbury now. It's kind of held together by spackle and wallpaper and that's kind of a hobby, whether I like it or not. I know it's a bad day when my wife has got a real estate agent wandering around the driveway, which happens every couple months.

I went to Lake Elmo Elementary, Minnehaha Academy, then went to Wheaton College in Chicago. I was in the military during the first Gulf War as an officer; my unit was in Saudi and then in Kuwait, but by the time I got to Germany to fly there after my airborne training, the ground war was over, so I just kind of hung out in Germany for a while.

When I got out, I was in graduate school in Germany and Belgium. I went to a German University to do a Ph.D. in philosophy and then actually wound up at a Belgian University in Belgium and I ended up getting what was considered a Master's on steroids there. So, considering that I wanted a career that didn't involve me buying a Sani suit, I decided to go to law school, what do you do when you're a philosopher? I went to the University of Minnesota Law School, went back to Belgium, and my first job out of law school was at the European Commission in their Antitrust Enforcement Division. So, a little bit different than the career path that I'm currently on, but like all good Minnesotans, I followed the umbilical express back home. I was in Minneapolis practicing complex business litigation for 20 years before a good friend, Pete Orput, talked me into leaving that miserable rat race and joining the friendly confines of the Washington County Attorney's Office. So, how many people met or knew Pete? To know him is to love him or not, you know? I miss him every day, and if you don't him, I think you're worse off for it. He was something truly special, and I've done the best to kind of keep his legacy going in the office.

Our office has 61-1/2 employees, half, not short, but halftime, and it's split between staff and attorney, about half and half. We've got five law clerks as well, typically going in the summer, and a couple senior law clerks who work pretty much year round.

I'm going to go through some of these things kind of quickly, so I may not be tracking with the slides exactly: Criminal Division: There are 12 attorneys, five victim-witness coordinators, and then we've got seven attorneys in juvenile and nine attorneys in our civil divisions. And I don't say this lightly at all, but looking at the criminal work that we do, public safety is my paramount concern and that sounds obvious. I think there's been a movement maybe in the last five years or so where when there's an attempt to reintroduce someone to the community, someone who is an offender, and there's an attempt at rehabilitation, which I think is all very important, the reason I say public safety is my paramount concern is I don't believe the risk of that person reentering society should be borne on their neighbors. I think it's pretty easy to see some of the more progressive prosecutors that are bending towards the direction of trying to circumvent the prison part of the conviction and the sentence and go straight to rehabilitation. I just feel very strongly that the risk should not be borne on the community members, who may or may not know that they're living next to someone like that.

Criminal Complaints: We typically charge about 1,200 a year and we get about 1,400 referrals from law enforcement, so it's about 85%, which is really pretty good. The reason that it stayed pretty stable and that we only have that 50% that is really just due to the quality of the law enforcement in Washington County. The referrals we're getting are solid, and sometimes there's not enough evidence, sometimes the victim isn't cooperating, or sometimes there's another case in another jurisdiction, and then sometimes we use our prosecutorial discretion to go down an ultimate path where a person may go into diversion for less-serious crimes and we think there's an opportunity for someone to really get their life straightened out. We're fortunate to have a very strong partnership with all the law enforcement in Washington County. Chief Koerner has been a phenomenal partner, I was with him on Night to Unite, rode around with the mayor as well, and so he's been great, and I think you're very fortunate to have the quality of law enforcement you have in Cottage Grove.

I just want to point out that it's no surprise that in 2020 and 2021 the auto thefts, everything having to do with auto thefts, just skyrocketed. The good news is that we're trending downwards, and I expect 2025 to be about the same or lower. We're still too high, but that hump that we kind of knew was there with COVID is recognizable, but we're moving away from it in the right direction.

Criminal Sexual Conduct: There's a little bit of spike at 2021, but those cases are so difficult to pinpoint the reason why we can charge and can't charge some of those cases; it's hard to draw a real conclusion from these numbers.

Homicides: They're kind of all over, depending on the year that they come to us, and we'll have a number of homicides going now, there were five in 2024, but there haven't been any in 2025 that have been charged. There are some that were investigated, so some of this stuff we're working on is past cases, but the number is a little higher than one might expect considering for a long time Washington County had one or two. I think that's just reflecting the increased population and just some changes in society that I think are making this society a little bit more violent, and we're seeing that borne out I think in most of the crime trends.

Auto Theft: So, it used to be that smoking dope and shoplifting were kind of the entry-level crimes, and that's when people start to encounter law enforcement. Now one of the biggest things is joyriding; joyriding is this phenomenon because someone 12, 13, 14 years old steals a car, in this case, a Kia challenge. You can see the console's been torn up and there's a gap in the ignition where you stick a metal object about the size of a pen drive, USB drive, and it completes the circuit and starts the car. It's not super difficult to do in the older Kias and Hyundais. It's no longer the case, I'm happy to say because I have a Hyundai, and I'm hoping some kid doesn't think it's an old one and he can break the window and try to start it. If somebody steals a car, the first thing they want to do is get their buddies. So, then they start driving around in a stolen car, doing what you do in a stolen car, and that's commit crimes. Pretty soon the person who's invited along, who hasn't been joyriding or hasn't been in a scenario where they're committing criminal offenses, they'll start to join in on whatever they're doing, so you have some minor crimes there, but pretty soon they want to do the Kia challenge themselves. So you're seeing when they encounter law enforcement, it's usually kind of at that point they've had this journey from kind of the things that we would think of as normal indiscretions or criminal infractions of a kid, and suddenly it's quite a bit more serious before they hit the justice system. I think we're seeing that pattern, and it's pretty remarkable and pretty clear. Now I should say talking about car thefts, I'll talk a little bit more about it. One of the things that has been really successful and helpful to us has been the automatic license plate readers, the FLOCK cameras I think is the vendor that most people use; I believe you're getting them if you haven't already because I know I saw the approval stuff go through, but they've been really successful in Woodbury. Just getting a hit on cars with a criminal history associated with the license plate number, knowing where that is. I'll kind of depart from my stats to opine a little bit. There are some people who feel like this is a violation of people's civil rights and that sort of thing, and there are ways it could be used that way. I think the normal safeguards that we had were you need to get a warrant, that sort of thing, to use this to follow someone protects a lot of that. But what's interesting about this is when there's a hit on a license plate, nobody knows the demographics of the driver; they just know that there's a car with a file attached to it and a location. And then whatever happens from there is based on that legitimate tip. So, if you're concerned about perpetual stops and that sort of thing, that's really not the case when you've got an automatic license plate reader.

Fleeing in a Motor Vehicle: This is the number that really kind of blows me away, and I think it's just indicative of some of the problems we have in society. I don't have the answers, but I can say that when you look at 2018 and there were 35 incidents charged of someone fleeing law enforcement in a motor vehicle, up to 111 in 2022. We know why that it is, right? I can editorialize a little bit, I don't get involved in who's right and who's wrong; I will say in hindsight that the idea of not having kids who don't have a lot of structure, running around on the street with a \$700 iPhone isn't the greatest thing for our society. At the time my daughter's nine, and it took three adults to get her to do online schooling. I mean you needed that structure and that environment, and if you didn't have it, a ton of kids were just doing it for their own edification, right? There needed to be some structure, and then having kids out of school, I think where there's not that teacher or the band director or the counselor or whatever that provides some structure that they may not be seeing otherwise is really important, and I think we're seeing some of the consequences of not having that.

Of course the worst thing about this is just the danger it puts the officers in. So, this is Oakdale P.D. dashcam video. I mean it's very real, and the danger to officers, the public is very significant. This one is at the LA Fitness on 694 and 35, again the poor Oakdale officers. His girlfriend is still behind the wheel. So, I show that video just so you can see areas, the drive that some people have. Now, she has a serious drug problem, I don't think that was her entire problem, but she was convicted of a number of crimes, including this one. So, this is just from a case that we had showing the cell phone data, the location data, and showing how we can get this with a warrant. We can get

this and do the tracking of locations, but it is important to know that all this is pursuant to a warrant, so anyone who thinks this could be an invasion or concerning privacy, it has to be authorized by a judge.

Human Trafficking Task Force: I'm really proud of it, I'm proud of the role that Cottage Grove has played in it, Detective Brian Campbell was a good part of it when he was there, and now you have Jeffrey **Dean**; I've had a chance to meet him a couple times, and I think that Trafficking Task Force is doing great things right now. We've shifted the focus a little bit, we're still doing the stings and the recovery operations are at a larger scale, but it's sort of investigating and tracking of individuals that are victims or engaged on either side of it has really ramped up. And I think we're seeing a lot more bang for your buck, if you will, in that kind of approach. You can get a number of people in a sting, and it's important to do that because it sends a message that we're out there, but where we're really seeing these benefits are the recovery operations or efforts to locate, particularly with runaways, that's been a big focus of mine. It used to be with a runaway kid, you went down to the Greyhound station to look for them; now it's their phone, these kids are on some sort of social media well before they leave, and often they're communicating with someone that they haven't met before and that's under false pretenses.

As you know, there was a case from Cottage Grove, a 14-year-old girl, her grandmother reported her missing after about a week. The officers that were contacted then contacted Brian Campbell because he was on the Task Force, and we have a lot of tools and processes that we can deploy very quickly compared to the normal course of business just because of the trafficking work. So, we know how to get these warrants quickly, we can get on the phones quickly, we can get the location data, and that's what happened in this case. So, they figured out that she was communicating over an app called Text Now, and there are a ton of these things where you get a free number and anonymous texting, and there are some that even do Geo locations so you can identify people who are within 300 feet or half a mile, and it's all anonymous. In this case, they were able to get the location data and determine that she was likely at Boyd's Motel in Newport. They went there, the trafficker was not there, she was, and she had been abused for over a week. She was sitting there with very little clothing and was clearly distraught. It seemed like a long time and it is, a week, that's just awful; but to get to someone that quickly means that there's a chance that you could really intervene and prevent this course that's just kind of a long, slippery slope into just a miserable life, it's just one that's really difficult to leave. In this case, they were able to get the phone from the girl and text the trafficker and get him to come back to the motel and he was arrested; he was charged with First-Degree Criminal Sexual Conduct and got 100 months in prison and will register as a sex offender for the rest of his life.

Next is a little bit on the sting operations; this is kind of an older slide, but these are Washington County folks that have been convicted. You know it's important that human trafficking that we have is local, it's centered on Washington County. That's really important because if you're just affiliated with the BCA or something, for example, I mean there's a lot of this that goes on in Hennepin and Ramsey County that may affect Washington County; but having a dedicated trafficking unit that's really well established and pretty well known, is an exceptional asset to the County. It's a little bit like spraying your lawn, the moment you stop spraying it for weeds, the dandelions come right back, and that's a little bit like with the sex trafficking. The moment the pressure's off, it's right back there, but because we've got I-94 coming through and some other thoroughfares, Minneapolis-St. Paul is a higher traffic area. I think there are some funding issues that are always present, especially during times like this when it's tempting to want to cut from this, but I think that this is an area that affects a lot of our efforts to combat crime, particularly trafficking.

This is a slide, this is the same person, from the first encounter; now, this is several years old, probably more than that from a national charity organization that published it, but you can just see the absolute devastating consequences of this kind of life. When we do the rescue issues, there are counselors there, we're giving them phones and a way to try to leave the life that they're in, and most of them are saying right away, yes, I need to get clean, I need to do this, and then within a half hour they're back out there, their ads are back up. People ask how can I help, how can I get involved in this area; Pete was really good at motivating people and I think CAST and some other places started from some of his talks. It's really on this recovery area where there are just so little resources and it's a resource intensive prospect to get someone out of this life and do a full recovery. There's a new group home that's opened in Oakdale, it's just gorgeous, it's an upper middle class neighborhood. I'm not sure the neighbors knew what was going in there when they built it, but they've been well received and there is fulltime counseling. It's a window to the world that you could have whereas otherwise we just have you get out, go to a shelter that's maybe a half step up from the world that you were in, and it's kind of hard to tell someone okay,

now this is the better life that you want, and it's going to start in this shelter. So, the name of the charity is called Corrie's House, the group home, and I think it's just getting the last of its State approvals and it should be operating soon. We've already got some folks identified that we'd like to see there.

Juvenile Prosecution: I'll talk really briefly about our juvenile prosecution. The vast majority of kids do stupid things that we encounter, and some of them are criminal offenses, I'd say probably 70-or-75% are in that category. They go through a diversion program, they get whatever anger management or chemical or mental health treatment they need. Sometimes they just need a little bit of a scare and some sorting out, but they go through the program and we never see them again. It's very successful on these lower-level, early criminal offenses for juveniles.

When it starts to get a little more serious, I would say that there are probably about 10 defendants a year that cause us most of our work, and those are the serious crimes that you hear about: Carjackings, Assaults, the more serious violent crimes. Typically, at that point, this person has been a part of the system for a long time, and that's a whole other topic, but our inability to deal with this level of crime with juveniles is just tragic, and it's going to take a whole rethinking and reorienting of the system. We do certify when necessary, when the crimes deserve it, and Pete used to always say the right size hammer for the right size nail.

Again, I'm just going to point out the Vehicle Theft, this is with juveniles, again that spike during COVID, then down to 7% last year, which we haven't charged a juvenile carjacking case since 2023. We just had an adult case, I used to be able to say that with the adults, and we just had a case a few months ago where a guy calls an Uber driver at 3:30 a.m. from one of those fitness clubs. He gets close to his house, tries to take the driver's phone, the driver runs out of the car, now the guy's sitting there in an Uber and the police are coming, so he jumps in and he takes off. He led the cops on a 100 MPH chase, they threw some Stop Sticks down, but that's not necessarily the scenario you're thinking of when you're thinking carjacking. It's still serious, but I think the image sometimes we have of life, post-COVID or whatever, is kind of dangerous crime is lurking around every corner, and we just haven't seen that in Washington County, thankfully.

So, this was seven kids, 12-to-15, were in two cars. They were at Cabela's, squads came, they rammed the first squad and took off down Ideal Avenue at 110 MPH, it dead ends into Stillwater Boulevard there, so they bailed. In the PIT maneuver there, you're seeing this kid running, he's 15, he's got a gun in his left hand, and I think it's a phone in his right. That's kind of a wakeup call when you look at some of this stuff. Again, I'm not saying that that's what's commonplace, but that's the world we live in, and that's kind of the challenges that we're facing.

County Attorney Magnuson said thank you for having me. I think that the takeaway is we're doing everything we can to keep Washington County safe, to work with people to do as much good as we can in the community; and the partnership between the County Attorney's Office and the cities, in particular city law enforcement, has been really remarkable. I didn't have any idea that that was unique in many respects, I've had a lot of shares with County Attorneys where the Chiefs of Police don't get along with them; it has something to do with egos and Type A personalities, I don't know. If there's anything that I can answer, just let me know.

Mayor Bailey said thank you for sharing the information. I'll start with Council Member Clausen.

Council Member Clausen said thank you so much. I also want to echo what he said, too, is our department is working well with the County Attorney's Office. Having worked with his office in a prior life, prior job, I know I could call at anytime and get somebody on the phone, no matter what time of day it was, and they'd give me some good advice. Thank you for explaining the FLOCK cameras, as that system starts rolling out, there's a lot of questions the public has; you know, is this Big Brother, and it really isn't, so thanks for saying that. I also wanted to just comment about the quality of the attorneys in your office. I know just thinking here real quick, I just wrote down four names of your attorneys, who have gone on to be judges in the area, so kudos to you. Thank you so much.

Council Member Olsen said thank you very much, it's great having you here, appreciate you coming down. You can say Pete was one of a kind all day long and it's still not enough. He was a great man, and you're doing a really nice job succeeding somebody who's pretty hard to succeed, to be frank. You mentioned in your presentation that the various cities and various County entities seem to really work well together, and as you were speaking about that,

the Drug Task Force popped into my head. I wondered if you might just take a moment or two to explain how that really works to the public because there are all these various officers from different departments coming together under one umbrella, but boy, they seem to be pretty effective.

County Attorney Magnuson replied yeah, those crimes in general, you know they're not fixed to a specific location, and so they implicate the entirety of Washington County often. So, the Drug Task Force brings in law enforcement and a member from our office, who is on the Task Force, to investigate, and then bringing the charges, and then for us to review those charges and then file a complaint. We're also very involved in the process of guiding the investigation in terms of what you can do and not do, make sure that people are aware of the pitfalls, so help with the warrants, sometimes helping with maybe look at this, don't do that as it's kind of a waste of time or something that we can't prove. But that Drug Task Force has been very successful, and I know some of the Fentanyl busts that we've had have been pretty sizeable; Council Member Olsen said phenomenal, and he agreed.

Council Member Olsen said good, and the other thing that you mentioned is you know trying to work on youth interdictions and trying to sort of get out ahead of things, and I love that the County has started to implement these embedded social workers and things. I think that's making a big difference in crime prevention vs. being reactive, but I also know that at least our Department has had a lot of success working with the Youth Service Bureau; I know that's an organization you think very highly of, and I wondered if you might just chat for a moment about some of the things that they do as a nonprofit in South Washington County and Washington County in general to help with some of that youth challenge.

County Attorney Magnuson replied thank you for bringing that up, and I really should have mentioned that when I talked about the success we've had in diversion. The Youth Service Bureau has been a cornerstone for us, they're the ones that are supplying the diversion programming that is absolutely essential to get folks on the right track. Like you said, it's a nonprofit. The County and law enforcement across Washington County, our office, other offices like our Community Corrections and some other departments in Washington County, have been really involved. We're just fortunate that we don't have to try to create that from scratch, that we have a longstanding organization that's really good at it, and that's why I think we've had the success we've had. So, hats off to the YSB.

Council Member Olsen said and we're very fortunate here in that the mayor actually was president of the board of the YSB locally here for how many years was it? Mayor Bailey replied six or eight, I don't know. Council Member Olsen said yeah, something like that, so we've had the opportunity to influence, too, some of the programming that is required because as times change, the programming needs to change. To your point, I really think they are a phenomenal partner as a nonprofit in the County, and I know that you work with them a lot, we work with them a lot, so I appreciate the plug in terms of some of the things that they do with the youth in the area.

Mayor Bailey said the only other thing I'll say, other than thank you for coming and sharing with us this evening, I know before you did your presentation, you kind of alluded to it in some of your comments that in some parts of the metro or maybe some counties in the metro that don't necessarily look at crime the same way, if you will. Maybe not charging people for car theft or things like that, and if I heard right, and that's why I thought I'd just let you reiterate it again, if somebody, a kid or whoever, steals a car in Washington County, with all due respect, the full weight of the law enforcement and such is going to come down on them. It isn't what happens in some of the counties to our west, is that correct?

County Attorney Magnuson replied yeah, that's absolutely correct, mayor. I mean it's difficult enough in the juvenile justice system to bring consequences for actions to bear because they are kids, and so, it's kind of set up so that they are not punished in the same way as adults. But I think in some of the other counties that may come to mind, the pendulum kind of swung the other direction a little bit, and there's almost an inclination to not try or to look for ways that are purely designed to communicate and understand, which is really important; but I've seen enough of these, particularly when they're on Zoom, these hearings with the kids, they sit on the couch, they're looking at their \$300 sneakers, and they're just not getting it. Whether they can't conceive or conceptualize what's happening to them and what their future's going to look like or they just don't care. It's not real effective. So, to your point, one of the things that I've insisted on is when we do detain or arrest a juvenile, when the crime is serious enough, I really want to make it at least inconvenient for the parents. Like you should have to go pick them up, and in some cases, like in this Cabela's case, you know we charged them with everything we could ethically

charge, knowing that would keep them in detention for two days. Now, that doesn't seem like very long, but it's a lot longer than they're getting in some other places, and that's about the right time because if you keep them there long enough, they can figure out what they can do is stand on their head. But there absolutely has to be consequences for actions, whether it's on the little level, you know, the most minor thing, just people having the rules reinforced is really important, and that goes all the way through our juveniles to our adults.

The other thing I'd like to talk a little bit about is in the news there's been quite a bit of talk about traffic crime enforcement, infractions, and I think that became sort of popular a few years ago to say that we think that what they call perpetual traffic stops has a disproportionate impact. And whether that's true or not, I think the data shows that it probably does, but that's not fixing the problems is to say we're not going to enforce those laws, right? I mean, if you've got problems, you address the problems. If there are people that are doing perpetual stops, you better root them out and solve that problem, not hiding from it and saying we're just not going to enforce these to try to keep our statistics in the right spot. You know these things are happening in counties, but it stops at the border; this is not the way Washington County treats it. I personally think that law enforcement is doing us a service when they pull us over and say hey, your taillight's out because that's dangerous, you know? How would I know that my brake lights are out if somebody didn't honk at me or somebody didn't tell me that? And if there's evidence of a crime in the car as a result of the officer looking, I think it makes sense that the officer should be able to follow up on that with probable cause, get what they need, and inquire further.

Mayor Bailey said sounds good and thank you. My only segue or comment on that is I do find it ironic that I do hear from our officers that when there's either a car theft or whatever happening and unfortunately I'll say if there's a chase, we stop them because our police officers do stop them, and when they do, some of these criminals, whatever the age, says well, you can't arrest me because they thought they were in Ramsey County or they thought they were in Hennepin County, and the answer by our officers is no, you are going to jail or you are going to detention or whatever. I just wanted to throw that out there because unfortunately on the other side, when there are other counties around us that are not pursuing these things, to me it's like opening the gates and a lot of saying it's okay everywhere, where we're saying, as you mentioned earlier at our border and our border's Cottage Grove, but Washington County, no, you cross into our County, you cross into our community, and you are going to be treated to the full extent of the law if you're doing something that's illegal. So, I just wanted to throw that out there.

County Attorney Magnuson replied well, we had a kid a couple of years ago who heard on the jail call telling some of his buddies, it was a car theft and receiving stolen property found in the stolen car, he's like don't come to Washington County, they're serious. And I would love to put that on a billboard, like broadcast that 24/7, because we are and I'm happy to see the result. So, thank you very much.

Mayor Bailey replied sounds good, thank you, appreciate it.

B. Proclamation - Fire Prevention Week

Staff Recommendation: Proclaim the week of October 5-11, 2025 as Fire Prevention Week.

Mayor Bailey said he'd previously asked Council Member Olsen to read the proclamation, and then we'll look for a motion and a second.

Council Member Olsen said as the son of a firefighter, it's my honor to read this proclamation for Fire Prevention Week 2025, and he read the proclamation aloud.

Motion by Council Member Olsen to Proclaim the week of October 5-11, 2025 as Fire Prevention Week; second by Council Member Garza. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the September 3, 2025 City Council Regular Meeting Minutes.
- B. Approve the September 3, 2025 City Council Special Meeting Minutes.
- C. 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. Approve the Accelerated Firefighter/Paramedic Recruitment Program Agreement for Ryan Seykora.
- E. 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. Adopt Resolution 2025-146 to declare costs and adopt assessments for 110th Street South for water service installation.
- G. Authorization 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. Authorize the purchase of patio furniture at River Oaks from By The Yard for \$90,183.39.
- I. Adopt Resolution 2025-147 authorizing the distribution of the Final Environmental Impact Statement for the Nelson Backwaters Project.
- J. 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 designated to sign the Stormwater Management Facilities Agreement to effectuate this action.
- K. 1) Approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed on 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. 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. 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.

Council Member Olsen wished to pull Item E, Cottage Grove Lions Fitness Equipment Donation from the Consent Agenda for further comment and/or discussion.

Council Member Olsen said I pulled this item because the Cottage Grove Lions Club, of which I am the current president, is very proud of the work that we do with our Public Safety Team and the City here in Cottage Grove on several different fronts. I wanted to point out that this is our latest donation, which is a donation of fitness equipment in the amount of \$4,997.30, for the workout room here in City Hall. Just to kind of make a brief statement that this money was actually raised at the Hometown Heroes Golf Tournament that we had this year, in partnership with our Mississippi River Valley Beyond the Yellow Ribbon team and the Cottage Grove VFW. This was the Cottage Grove Lions' portion of the proceeds from that tournament, and we're very proud to be able to take that, round up \$5,000, and donate it back to our friends here at the City of Cottage Grove, specifically to our Public Safety Team and our First Responders who I know use that workout space. This was just one of those things where, as we mentioned earlier about the YSB, local nonprofits giving back to the City, this is an expense the City doesn't have to incur because we were able to fundraise this money and donate it. So, I hope that everybody here at City Hall and anybody who works for the City will enjoy the new equipment. I know Captain Petersen from the Public Safety Team really spent a lot of time and effort trying to ascertain the right equipment and find the pricing that we needed and worked directly with our Lions Club to make this happen.

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

8. APPROVE DISBURSEMENTS

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

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

Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said I have nothing tonight, mayor, thank you.

Council Member Olsen said I'll be brief, I've had a lot to say already this evening, but I wanted to take a moment here to congratulate the Public Works and Parks Department on what appeared to be a very, very successful Public Works and Park Open House last week down at the Public Works facility. When I got there, they were already parking cars across the street, and mayor, I know I saw you there, and I understand Council Member Garza was able to go as well, the place was a zoo, it was packed. There were lots of families there, really fun seeing all the kids who were climbing on the trucks and what have you. I also want to thank the union that represents our Public Works team down there, the 49ers Union, for bringing their digger that the kids can actually sit in and operate, and they get to move sand from Point A to Point B; that's always a very popular thing at the Open House event as well. Of course, all the other nonprofits that showed up to partner with us, including the Pineridge Garden Club, who was there, and some others. So, you guys did a really phenomenal job, Ryan and Zac and your teams, and it was certainly a lot of fun being there and even more so seeing all the smiles on people's faces; they really enjoyed it and you guys did a great job putting it together. Thank you.

Mayor Bailey said the only piggyback I'll put on there, Zac, is I think we've realized now that all you have to do is put a big pile of sand and some buckets, and holy cow, there was a lot of kids in that big pile that was out there, and that's all it was.

Council Member Thiede said I'll just mention that the Monster Bash Parade is coming around again on October 25, and it runs from down by the Administrative Center for the School District on East Point Douglas Road and goes down by Applebee's and such, and it's always a good time. It starts at 10:00 a.m., and hopefully we'll have some good weather; the way the weather's going right now, you never know, we might be wearing our shorts during the parade. So, it should be a fun time, you can obviously get information by going to the Strawberry Fest website, as there's information out there also.

Council Member Garza said I will mention a couple of events and I will save the rest for you. So, there are always a lot of fun things that happen here in Cottage Grove and just in October, we still have a lot more fun that's going to be coming:

- Locally Grown Theatre, they are showing *Dracula* October 17-October 19 at the Cottage Grove City Hall Amphitheater, so that should be a lot of fun.
- Cottage Grove Ice Arena is having the Skating Spooktacular on October 29, and there's two sessions for that, and it's only \$10 per skater, so I think that will be a lot of fun.
- Pumpkin Chuck, that comes up right after Halloween where you get to dispose of your pumpkin in a fun way by throwing it off of a fire ladder or down a hill; there's all kinds of ways you can chuck your pumpkin, so it's always fun. I've gone a couple of years now and I've always enjoyed it.

Mayor Bailey said so, we talked about Fire Prevention Week, which is going to be next week, but on Tuesday, October 7, from 5:00 p.m. to 7:00 p.m., at the Central Fire Station is the Fire Department Open House. So, I encourage

everybody to come out, see the vehicles, have some fun, they've got some things where you shoot the hose and all that kind of stuff. I know they also have hot dogs there if you want something for a quick bite to eat. It's always a great turnout seeing the kids there at the Central Fire Station.

So, this is not necessarily coinciding with the Fire Department Open House, but there is a Fire Department coloring contest where artists ages 3 to 11 can celebrate Cottage Grove Fire Prevention by entering the coloring contest. Coloring sheets are available on the Public Safety Facebook Page, I think I saw that actually earlier today, or at City Hall or at the Central Fire Station. Deadline to enter this contest is Monday, October 13. There will be three winners chosen and invited to the Central Fire Station for a pizza party, so that's kind of cool.

I also wanted to mention Mayor for a Day, as that's coming up here in early November; if you're interested, you just send a picture or attach your handwritten essay, and you can send it to communications@cottagegrovemn.gov by Friday, October 17. Just include your name, age, grade, and school. The Honorary Mayor will be picked up by the Police Chief in a squad car, get a tour of Public Works, the Central Fire Station, ride or drive the Zamboni, which I have not even done yet, and of course then they get to come up here and do a meeting here and have some pizza. So, I just wanted to throw that out there, every year that we've done it, even earlier this year at the Food Truck Festival, our previous Mayor for a Day came up to me and literally said, "Hey, Mayor, how you doing?" and I said, "How you doing, Mayor?" so it was kind of cute to see how they do truly cherish that opportunity. So I wanted to just mention that.

Depending on when you're watching this or watching live right now, this coming Friday night is Homecoming for Park High School, the football game is versus Coon Rapids. There is a parade prior to the football game, as usual, and the parade starts at the Crossroads Church, at the corner of 80th and Jamaica, and goes up to Park High School. The parade I believe starts at 5:15 p.m. Some of us alumni from Park will be in the parade, but if you want to attend, there's going to be candy thrown, and it's always a good time to celebrate our local high school, and hopefully they can take home a win.

Mayor Bailey said that was it for me. The next item on our agenda is a Workshop, which is Open to the Public, and it's to discuss the Ravine Parkway Feasibility Report, 85th Street to Keats Avenue. We do not have a Workshop that is Closed to the Public, so we won't be adjourning in here, we'll be adjourning in the Conference Room. So, with that, everybody have a great week and Go Wolfpack!

13. WORKSHOPS - OPEN TO PUBLIC - CONFERENCE ROOM

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.

Ryan Burfeind, Public Works Director, said Mayor and Council, I promise you this will not be too lengthy, but I will be turning this over to our City Engineer, Paul Sponholz. I also want to introduce Mike Boex with Bolton & Menk, his team is leading up this Feasibility Study, so he's here tonight; he has all the technical background if there are any questions. With that, I'll turn it over to Paul to talk about where we are and then the assessment process.

Mayor Bailey said sounds good, thank you.

Paul said Good Evening, Mayor and City Council, we're working with Bolton & Menk as Ryan said, and Mike's team here on the Feasibility Study to evaluate the construction of Ravine Parkway from 85th Street to Keats Avenue. Tonight I want to share an update on the study and receive feedback from you and explain the next steps in our process here.

Ravine Parkway is in our plans to eventually connect from the City's northwest corner from Idsen Avenue to the eastern side of the City, near the Innovation & Highway 61 interchange. Many portions of Ravine Parkway have already been constructed over the years: In front of City Hall here from 90th to 85th has been constructed, and then

in 2005 to 2011 we constructed Jamaica to Keats in 2018, Idsen to Inwood in 2020, and with the Lochridge Development, we're starting to work on a little piece west of Jamaica. There's still a little gap left from that development to Inwood, but that's not especially common.

This study is looking at a piece between 80th Street and Keats; we'll be evaluating the work that's required for street construction, pedestrian crosswalk facilities, landscaping, lighting, and drainage improvements all to facilitate the future development. We'll provide an estimate of costs and determine the fiscal and economic feasibility of doing the work here.

We previously completed an East Ravine Master Plan, called for the continuation of the Ravine Parkway; this is kind of a false route here, starting down at 85th Street on the south end and continuing up to 80th Street, crossing 70th Street, and then connecting at the Keats Avenue corridor here, away from the commons there where it meets the existing alignment with Ravine Parkway.

Compared to what we had in the Master Plan, we have moved the roadway further west to better serve development. If you recall, the original lineup was more along these woodland areas here, but we moved it further to the west in the middle of what's going to be future developments; that way it'll better serve that development and it'll be a collector road to serve those neighborhoods. The proposed route also aligns with the South Washington Watershed District overflow pipe easement; it's kind of hard to see in this diagram here but this orange dashed line here is that overflow pipe and the easement is along both sides of that. With that, it makes better, more efficient use of that space for development.

Included in that Master Plan with the cross-section we have shown here, the corridor includes 140-foot Right-of-Way; this is going to allow for large boulevard areas and a buffer between trails that we'll have on both sides of the road and between the trail and the private property. We'll have single lanes in each direction for traffic with room for a left-turn lane. Both the boulevard and buffer areas include trees, which will add to that parkway feel. In this project, we're proposing not to have a median along the entire corridor like we do in that segment between Jamaica and Keats, this will just be the undivided roadway here. However, as part of the parkway concept, we would have a short median with some monumentation at the different approaches to major roads, like Keats, 70th, and 80th Street. Here's a picture of just the existing median monumentation that we have here at Jamaica and the 70th intersection of the existing parkway.

Assessments: Similar to the sections of the roadway and the parkway that we built in 2018 and 2019, it's going to be necessary to follow the Chapter 429 assessment process. Ravine Parkway will serve as a primary collector roadway for all these neighborhoods, so we need it to be funded as such to ensure all the benefiting properties share that funding. The Feasibility Study has determined assessments on a per-acre basis; this will allow assessment amounts to be determined for the existing properties, and these assessments would be deferred until the time of sale, when it's developable. This means that the current Land Use, mostly farmland in this case, can continue, and the assessments are then deferred with no interest until that development occurs. The same deferment process was used for the Ravine Parkway in 2018 and 2019 and along Hadley Avenue in 2016 and 2011.

We're proposing to break down this portion of Ravine Parkway into three different Phases: In the middle Phase here, between 80th and 70th, we're kind of drawing Phase I here tonight to Phase II, at the southeast, south of 85th, and then the north phase, Phase III, between Keats and 70th. In this first Phase, this middle piece, we were already working with property owners here, the Geis and Brier families, and we're already working with developers on both developments in this area. At this time, we haven't really seen a whole lot of activity yet for the Phase II and Phase III areas. With this report here, depending on the timeline of those, we might have to update this study at a future date.

Again, the numbers here and the pending assessments, we generated cost estimates for the construction. Total construction and the related project costs come to about \$18.4 million, and we kind of split that down into three different Phases. You'll see the Phase descriptions up on the top, in the green there: Phase I being that middle piece, Phase II here on the right, and Phase III on the left there. The acreages that are available for those different phases: Phase I we have 415 acres; Phase II, about 183 acres; Phase 3 is about 283 acres. Once that breaks down into the costs, then Phase I and II are about \$20,000 an acre for those two phases, and Phase III comes to about \$32,000 an acre.

For comparison, when we did Ravine Parkway in 2018 and 2019, the 2017 assessments came in at about \$9,130, and when we adjust that for inflation, it comes to about \$17,000 in today's dollars. Recently, the South District Utility

Project in 2022, we had assessments at about \$16,000 an acre; adjusted at today's dollars, it comes to about \$23,000. So, looking at Phase I and II, they're pretty much in line with those previous projects. After Phase III, there's less acres in that subdivision or in that area, and a lot higher road costs that contribute to that assessment amount. A big part of that is the 3M property to the north of that is not included in our numbers here, that's really undevelopable land. And then that roadway, instead of just going straight north and south, it does have a curve to it, curving from 70th to Keats and that adds a lot more length to that compared to all the acres in the parcel, so that adds a lot more to the cost for that Phase. One thing to think about, where we might be able to justify that cost, is this area is planned in our Comprehensive Plan to be high-density Mixed Use development, with the higher volume of those developments may be able to absorb some of those costs, so that's something to consider.

Other considerations here on the south of the project, we have a community park that's planned down in this piece right here; with that park, those are included in the areas and the acreages that we are considering for assessments, about 62 acres here for this park, so we kept that in the equation there and said that the City would be responsible for the costs to contribute to the road. In this case, those 62 acres comes to about \$1.3 million that we'd have to contribute.

Open space around the lake we did not include in that acreage, as a lot of that is really undevelopable land, so we kept that out of the equation.

As we wrap up the Feasibility Study here, we've identified several Next Steps here:

- We'll be meeting with the landowners here as soon as we supply this information to them.
- We'll be preparing Deferred Assessment Agreements, especially for Phase I as we move forward with that.
- Depending on your feedback here, we'll bring this to Council for review and Final Approval.
- At the time of sale of a development coming, then we'll assess those with collective assessments, and then begin construction. Construction can be done in different ways; it depends on the actual development, it could either be constructed as a City project or by a developer. For example, here we're looking at a Development here, and that's the middle piece of this Phase I, except it's kind of smack dab in the middle, between 70th and 80th. They're working on it, to be able to connect with either 70th or 80th right away, so then we just kind of throw it at construction; it may be constructed as a City project or built as another development. So, as that becomes more feasible, we'll do that.
- So, then as it progresses, we'll do an updated report as needed.

Paul said with that, I'll conclude my presentation. We do have Mike here if you want to get into technical details. Otherwise, we're open for comments or questions.

Mayor Bailey said okay, thank you. Council, any questions at this point?

Council Member Clausen asked with the planned development between 70th and 80th, how far along are they, or have they submitted any plans or anything? How close are they, do you think, to moving forward?

Director Burfeind replied Council Member Clausen, they have not submitted their Preliminary Plat yet, I know they're working heavily on it. There are some questions with the County that they're trying to work out right now in regards to the Right-of-Way and then the fact that the Met Council interceptor sewer is overlapping with the County Right-of-Way. There are a lot of questions on how the County can build that, so before they complete and finalize their plans, they want to get that Right-of-Way dialed in. Council Member Clausen said thank you.

Council Member Thiede said so, obviously, Washington County is also looking at 85th Street down to, Mayor Bailey said the Woodbury border. Council Member Thiede said now, obviously for Keats there, in terms of Right-of-Way and obviously they would have a goal of getting the houses somehow off the main road, Keats, things like that. Has that already been taken into account on the east side of Keats there, in terms of Right-of-Way and so forth, to accommodate Keats probably getting wider all the way through there?

Director Burfeind replied Council Member Thiede, that is part of the planning phase required, the County requires 180 feet for a Right-of-Way corridor, and that's the issue right now; that 180 feet overlaps with the Met Council's sewer easement, so there's just a question on can they build their four-lane road on top of that Met Council pipe?

Now, that pipe did not go in that long ago, so we've said that's a County issue, as they kind of put that back on the City a little bit to figure that out, but that was put in in 2002, in that timeframe. So that's something we want and we'll work together on that, but we'll have to ultimately have a meeting with the County, Met Council, and us to make sure that that road can be expanded appropriately in the future.

Council Member Thiede said yeah, because they had their little booth at the Food Truck Festival, and they've got some of that planning is going in right now, right?

Mayor Bailey said which actually is a great segue for my question, and that was I did see on social media and that, they've got their little Q & A's about this stretch on 19/Keats. Are we as a City going to have maybe like a more in-depth discussion workshop about what we believe? I don't know at this point, unless Ryan or Jennifer you tell me different, that they have any real desire to go to a four lane anytime in the near future.

Director Burfeind replied no, right now in their Capital Improvement Plan (CIP), they show a preliminary design from 70th to Dale, towards the end of the five-year period, but not necessarily construction of that section. So, it's a little ways out. This is their Corridor Envisioning Study they call it right now; we had asked for someone on Paul's team, I think actually maybe it's Genevieve who is part of that, and one of our Planners sits on the PNP for that as well. I imagine that as that study goes further along, I imagine they could come and present kind of where they are and ask for feedback from the City Council, I would assume.

Mayor Bailey said the only reason I bring it up is specifically to, I'm not saying it has to be done like now, like you said, but the reality is if some homes start going in, and let's say things start going nuts between Tank's guys and Geis' or whatever, the amount of traffic that's going to be generated to that current single-lane road is not going to be sufficient. If we need to get in their CIP plan sooner than later for their expansion of that, to match what's to the north in Woodbury, I think that makes sense. That's the only reason I mentioned it.

Director Burfeind replied we can take that in their town, and their CIP Draft will be coming out here soon that we would comment on, so that's something that we can comment on for sure.

Council Member Olsen said first of all, Paul, I think you described this as a collector roadway, am I correct? Paul replied, yes. Council Member Olsen said so I'm not sure if you or who might know the answer to this question, but I seem to recall that when you're constructing a collector roadway, there are some additional funding sources you can chase. Do we have any of that in mind as far as any kind of funding partnerships or different funding sources that might be available to us for that? Because this isn't going to be a cheap project, by any stretch of the imagination.

Paul replied there's State Aid Funding available to us, but that's pretty limited, but it's there for us.

Director Burfeind said yes, State Aid would be the main funding source, but our intent, similar to like that South District Street and Utility, would be to have the development pay essentially 100% of the roadway cost.

Council Member Olsen said okay, so two other pieces associated with that, then: If our intent is to have the developer do this, in your presentation you said well, there's a couple ways we can proceed with construction, the City can run it or the developer can run it. What's the preference and what are the pros and cons of those two options?

Director Burfeind replied it probably depends on how it lays out, like Paul mentioned. So, with this first chunk of development being kind of isolated a little while and do not connect to 70th and 80th, they likely wouldn't build that piece, and we know Geis has a lot of interest, which would then allow it to connect to 70th Street. If that were to happen, I could see it being a City project because that Geis would only have that top 500 feet of road approaching 70th, and we maybe wouldn't ask them to go all the way back to that old development to build it. And we've kind of run the numbers, and as the assessments come in, they'll come in a way that it would really largely fund that, so we wouldn't have to kind of frontload money ourselves. The assessments from those two developments could pay for that whole stretch, and then we'd get the dime and build it.

Council Member Olsen said yeah, you actually took my next question and answered it already, I appreciate that, though, because that was my concern is where's the money going to come from if the City's going to be in the construction business? I mean, \$1.3 million has an assessment already for that park space, I mean, it's nothing to sneeze at, we've got to find that money, but if we're going to get into construction, I would assume there's a lot of costs that we would have to absorb up front that we may not recover for quite a while. With all the other stuff we've got going on, I just don't know. Is that the way to do it or not? Jennifer, what's your opinion?

City Administrator Levitt replied well, one of the things we were struggling with is on the Tank's, on that flat, you've seen the Concept a couple times. They haven't given us a phasing plan, how they're going to build it. Lennar is representing Geis, who would really like them to expand faster to bring utilities to them, because one of our guys is trying to buy lots, so we've got those two things at play. The challenge, too, on the park plan is we're entering into an agreement like we did with Posavads so if they develop, they'll give us the land. I'm estimating that we're still at least \$3 million in land acquisition to build that park. So, you add that with the additional assessment, so that makes that difficult. Just so we set it with Phase III, because of the unwillingness of the landowners in Phase III, they're unfortunately going to be penalized financially for it because otherwise we would have taken all three Phases and distributed that equally. Because they don't want to play ball with us, we are going ahead with Phase I as it is, Phase II you saw was very reasonable. So, given we're at landowners right at Phase III, we're going in knowing that that will be a more expensive assessment in the future for them, based upon the decisions that they're making today.

Council Member Olsen said yeah, so, not to sound like a simpleton, Brenda, but I mean, do we have the money for this? Where is the money going to come from?

Brenda Malinowski, Finance Director, replied we're trying to figure that out. I think it was you, Justin, on that \$3.2 million, where is it going to come from? We need to have a really good cash flow understanding to be able to understand where the park purchase is coming from.

Council Member Olsen said well, and timing is going to be so critical here. I mean because we've got all these various connectivity things that you have to work through. To your point, Jennifer, if the property owner or the landowner in Phase III continues to do what has been done in the most recent past, I mean that's going to explode on them, it's going to be. Administrator Levitt said very expensive. Council Member Olsen said yeah, very expensive, so are they aware of that? Have we had that battle?

Director Burfeind replied yeah, and so far, Goebel hasn't had interest, as we were even trying to do soil borings. He said I don't want soil borings out to 70th, even just soil borings, just for planning purposes, right? He didn't even want that. South of 70th he owns land, he said that's fine, but nothing north of 70th.

Council Member Olsen said I mean, that's their prerogative, but it just doesn't make sense.

Mayor Bailey said well, I think a future Council, Mayor at some point when it gets to that will have to deal with them, because you know they're going to come in and complain. But that's on their, we'll just have this in the record, you know what I mean?

Council Member Olsen replied yeah.

Administrator Levitt said the only other philosophy if you go back to the exhibit that shows the land that was taken out, I mean the only other philosophy is if you actually put the park plan back into the calculation so that we don't bear the full burden of that segment or that acreage; I mean, that's the only other way.

Council Member Olsen asked how does that work? How would you do that?

Director Burfeind asked Administrator Levitt, are you talking, Jennifer, about the parkland that we're not including?

Administrator Levitt replied yeah, the one that we're not including, and so if we put that acreage; Director Burfeind said yeah, that would result in a higher City. Administrator Levitt said the shaded one there. Director Burfeind asked this one? Administrator Levitt replied yeah, is that in or out? Director Burfeind replied that is in the calculations. Administrator Levitt said but you're saying we're still on the hook for \$1.2 million? Director Burfeind replied yeah, and the challenge of that is there is not enough park dedication to get anywhere near that whole park, so we're going to have to buy that parkland. So, if we make the landowner pay that assessment, our price for the parkland is just going to go up. So, that's where we're saying we're on the hook for that part, effectively, is what I was saying.

Mayor Bailey said oh, so what you're saying is pass it through?

Director Burfeind replied yeah. So, if we try to assess, I mean the landowner is who pays, like if we make the landowner pay \$21,000 an acre for that parkland, when we go and buy it from him, he's going to raise the price of it by a lot more, so, that's where effectively that \$1.2 million comes from. Now, the rest of it, and just to be clear, I mean, it is 100% paid by the development, and this includes indirect costs and everything; so, the way to anticipate the layout, I have a lot of concern with cash flow of these initial phases, it's really just when we get to that park, how do we make all that work?

Mayor Bailey asked where do you have this, I know it's out there, but when do we have that park in our CIP? Do we have it out there yet or no?

Director Burfeind replied it is not right now.

Council Member Olsen said but it's based on development is what I recall.

Mayor Bailey replied no, I know, but I just, it's beyond the five years, correct?

Director Burfeind replied yeah. Council Member Olsen said it's going to have to be.

Administrator Levitt said one of the things that we've been toying with, when we look at our Fund Balance Policy, is we add another category related to Parkland Acquisition, you know to start to set aside dollars because we can't bond for it. So, how do you get \$3 million to buy the land?

Council Member Olsen said I mean, you're going to borrow from Peter to pay Paul, right? So, what are you going to do? No offense. But we're going to have to take that from something.

Administrator Levitt said that's why it's like do you start thinking, and some people talk about Strategic Planning, do we set aside another category? Say your yearend revenue is split five ways, and you start putting a little bit of money away to chip away at some of these larger land acquisitions that we don't have bonding?

Mayor Bailey replied we can look at that at our; Council Member Olsen said yeah, it's a conversation point for sure, but I just worry that are we going to leave somebody else short or something else short? I mean.

Council Member Garza said and how long would it take for that other bucket to even get somewhere that would be significant enough to help?

Council Member Olsen replied that's a great question.

Council Member Garza said well, if Ryan doesn't use as much salt every year, then we'd have a good start.

Director Burfeind said yeah, right, you can say that now.

Council Member Olsen said he keeps praying for less snow, and he spent a lot on hot dogs.

Council Member Thiede said he's got to forego salting this year.

Director Burfeind said I just saw on the National Weather Service today, they said we have equal chances for an average winter, so I don't know what that means.

Mayor Bailey said oh, god, I hope that's the case, but before, they talked about heavy snow and colder.

Director Burfeind said one thing with the, if this helps with that parkland and the City cost of \$1.2 million, is you know we're doing State Aid Advance next year for 80th Street. After that, we really don't have on the horizon any large State Aid projects in the latter part of our five-year CIP, so I mean, that would be State Aid eligible; now we have to talk about that with Council and where the priorities are, but that would be an option for funding our part of that \$1.2 million.

Mayor Bailey said oh, you're talking about for the road, though? Director Burfeind replied yeah, for the road, not the park, just for the road.

Mayor Bailey said you're saying \$3 million for the park. The question I had, and I don't know the answer, could there be grant opportunities out there that would help us if we said we wanted to make this park "bigger" than what we would just get from a development, you know what I'm saying? I don't know if the DNR has things like that?

Administrator Levitt replied the DNR wouldn't even come to bat with us for the other shaded Geis property; the Minnesota Land Trust was the one who's going to end up buying it and that was for conversation.

Mayor Bailey said yeah, I know, I remember that. But what about if we did, as part of our legislative asks, if you will, I know we're looking at road projects and such, but we haven't really been asking for anything when it comes to that kind of stuff.

Administrator Levitt said yeah, we could look at, you know, is there a specific pot of money, maybe even talking to our lobbyists to see what would be a better pot to pursue.

Mayor Bailey said and I'm particularly looking at State, because obviously who knows how a lot of the Federal government's going to go.

Council Member Olsen said and that goes back to my question about what funding sources might there be, because I remember when St. Paul had to do 35-E, where it's the parkway between Lilydale and downtown, and they got some kind of cash influx to get that done. I don't recall where, that was a long time ago, but they got some help

making that happen. And, of course, that's a parkway, you know that space is a parkway there, too. So, I don't know, I mean, I know you guys are always looking at how can we find these various grant opportunities, pots of money and stuff, but just that park alone makes me very nervous.

Council Member Garza said my question, and I'm not understanding everything, so I just want to clear it up. So, we need \$3 million to purchase this land, but we're looking to get the money back from the developers, eventually?

Mayor Bailey replied no, not for the park.

Council Member Garza said so, this is a \$3 million investment just for a new park for us?

Administrator Levitt replied just for the shaded land.

Council Member Olsen said so, we have to acquire that land so that'll be; Mayor Bailey said other than what's dedicated. So, we have Park Dedication, more money dedication, so what we're saying is this part is we would take some portion of it would be land dedication from the development, but it doesn't cover the whole amount that we're looking at from a park. So, either one of two things; I mean, there is another option, the other option is you say we're just not going to build a big park there.

Council Member Garza said right, that was going to be my next question, why do we need to invest the other \$3 million? It's like will it not complete our park or what more does that other park mean to us?

Mayor Bailey replied that would be something, in a general sense, that would be something we could talk about also at our retreat.

Council Member Thiede said the biggest portion of that park is for baseball diamonds, right? You've got baseball diamonds not too far away, in Ryan's direction, right?

Council Member Garza said and I only say that because if it's such a stretch to find this other money, then maybe we can look at reducing the footprint of it, if it's possible?

Mayor Bailey replied it's an option. Council Member Olsen said and well, you don't have an assessment either. Council Member Thiede said and it could be that the developer comes in and says well, we'd really like to put houses on that, too, and we might say okay.

Mayor Bailey said the only reason, and I mentioned it as we were talking about it, is because from a natural standpoint, we're going to have a lot of open space near this park. So, my only thought process depending, and I guess we'd have to hear from Zac and them, honestly, and that would be what I'd like to hear, is do you really need that large of a park right there if we have natural areas just to the north and south of that?

Council Member Olsen said well, and if you do have that park, what is the intent?

Mayor Bailey replied yes, well, I think if we can see what they've designed it as.

Council Member Olsen said well, what I'm curious about is are you planning then to do summer programming and blah, blah, blah. Council Member Garza said to bring more revenue, right? Council Member Olsen replied well, you bring in revenue doing that, but you also have to accommodate, so to speak, the number of people who are going to be living there, right? Parks are an amenity, and it's one of those things when you have them.

Council Member Garza said so you know how Eastridge, right, when they built the building, they built it to expand on it, you know understanding that they would be expanding? Wouldn't or couldn't we do something similar to that? I know it's a property that we have to purchase, blah, blah, blah, but couldn't it like be in our back pocket to say yeah, down the line, we'd like to purchase those lots? I don't know, I just.

Mayor Bailey replied the only thing that would be an issue for that, then you're asking the landowner or the developer to don't build on it. Because if we were to, I'm just going to say it, if we were to say hey, we're going to reduce the park, I guarantee you those lots that are going to be nearest that park are going to be of high value because the developer's going to say these are going to be expensive.

Council Member Olsen said that's the same thing they're doing down at the Dunes Park. Mayor Bailey replied yeah, exactly.

Council Member Garza said maybe the developer, if we say we can't afford to purchase all of that land, maybe somehow, some way we could work with the developer on the rest of it, whether he develops it into park or develops it into more homes, I don't know, but that's something.

Administrator Levitt said well, I know the Parks Commission from the last time they discussed it, there have been some other neighborhood park nodes and as part of that, they removed more of the neighborhood nodes and only put it at the Water Tower park. They moved a lot of the acreage to the community park to be more condensed for

I'll say economy of scale, maintenance, and stuff like that. Plus, I know Zac has his study in regards to how many fields and the quota for how many thousands of people in that range, the distance. So, we can go through all of that to make sure it's the right size.

Council Member Garza said I just hate stretching our budget so thin for a park, and I mean, we have so many parks, and we have so much other needs, so that if we can get grants and some type of funding to help us with it, but that's \$3 million that we could put somewhere else.

Administrator Levitt replied and the landowner is not willing to at least sell; he's in that \$570 window to sell, so we have time. We're just raising the concern now when we don't have a mechanism.

Council Member Thiede said right now, Geis is the most anxious. Administrator Levitt replied yes, and Minnesota Land Trust. Mayor Bailey said well, Tanks are, but that's on the north side. Director Burfeind said yeah, that's Gordy's house right there. Mayor Bailey said they don't want any, this is their last thing, they had made a comment to me about that.

Administrator Levitt said I think at our meeting we referenced like say 10-to-15 years, and he was like, oh, no, no, no, no, we need to shrink that, you know, because I think they're like no, we're retiring, we've got our plan, and that's why they're kind of giving us that 5-to-7 year window.

Mayor Bailey replied yeah, which by the way, if you think about that, though, I mean, yeah, for what we're trying to do, but that is a lot of land to put houses on in a 5-to-7 year timeframe. You know what I'm saying? That's a hell of a lot of homes that are going to go in there.

Director Burfeind said yeah, on 400 acres, but we're taking down about 100 acres a year, probably, right now, at the most, for the whole City, not just one area, so.

Council Member Thiede said and again, and this is further out, I just have a question about north of 70th and kind of northeast of the Ravine Parkway where you put it in, how many of those homeowners have you actually talked to? I guess there's the one that has their house, I can't pronounce it; Administrator Levitt said that's Goebel's daughter. Director Burfeind said that's Goebel's daughter, they're very aware of this because that's Tom's daughter, and she's very aware of this project. Mayor Bailey asked is she the one that's down in the gulley thing there? Administrator Levitt replied yes. Mayor Bailey said oh, I didn't know that was her down there.

Council Member Thiede said and then they're interfacing with the other homes that are already existing, and what kind of things are they going to want to do? And again, it's a little further out, right? But to try to say does the design of the parkway in that corner up there, I know we're avoiding some of the wooded areas and things like that, coming right up to the edge of wooded areas and so forth; but how much discussion have we had with some of those homeowners that have how many acres? Director Burfeind replied they probably have five-acre lots. Council Member Thiede asked five-acre lots, primarily? Director Burfeind confirmed that. Council Member Thiede said and it interfaces with those, but have we had much discussion or not too much?

Director Burfeind replied not with them yet, no. No, we've been dealing with the large landowners up to this point.

Council Member Thiede said so we're confident that we wouldn't come up to a point where all of a sudden those homeowners over there say gosh, it would've been nice if the parkway was like this or like that or?

Director Burfeind replied in terms of those homes, allowing Kirkwood and 67th, that is a point where the County shows a permanent full connection to 70th Street. So, I would anticipate even if they were to band together and develop, they would be utilizing that Kirkwood right there, that north-south road, as their access point.

Council Member Thiede said okay, versus the? Director Burfeind replied yeah, versus the parkway, because the County does show that as an access to 70th in the long term.

Administrator Levitt said and those property owners are really engaged in the East Ravine Master Plan Study, and they've been continuing to be engaged every time we do a Comprehensive Plan Amendment. So, they're pretty aware unless, obviously, there's been a turnover with sales, but each time we've done engagement, they've always been very engaged.

Mayor Bailey said I do think they like, from what I gather, they like their four-or-five acre lots, whatever, and they have no real, they understand what's coming behind them eventually, but they like where they're at, and you know that. Just like in the West Draw, homeowners said no, no, no, no, and then when a developer walks in with the right amount of money, they go okay.

Council Member Olsen asked so what direction do you need from us, Paul?

Paul replied right now, we're just taking your feedback. And we're going to be finishing our, like I said, the next steps would be talking to the landowners specifically, especially moving on Phase I here, and then we'll update the Feasibility Study and bring it to Council here for Final Approval.

Council Member Olsen said okay.

Mayor Bailey said just so I can say one last thing, a question. So, other than maybe the stuff up by the Geis', we're not literally going to build the entire Ravine Parkway all at once, between 70th and 80th, right?

Paul replied no. Director Burfeind said for sure, it's two different phases. Mayor Bailey asked within that area? Director Burfeind replied for sure, within that area, two separate phases.

Mayor Bailey said and I think what I heard you say is you're probably going to do it from the north, coming south, to a point?

Director Burfeind replied yep, correct.

Mayor Bailey asked which will probably be where Indian comes across or something like that? Director Burfeind replied yes, Indian or 77th. Yep, that's correct.

Paul said that's the Geis and the Tank properties, yes.

Mayor Bailey said yeah, that's what I'm saying, the Geis family are wanting to get it done, I think since it would be from the north versus the south anyway, okay.

Paul said it's southeast, where this piece starts to, when the landowner starts looking at developing that, it's probably when we're dealing with that facility long term, instead of moving forward.

Council Member Olsen asked is there anything else you guys needed on that?

Administrator Levitt replied I think the main thing is we wanted you to see the numbers when we meet with the property owners, where the numbers are in the process.

Director Burfeind said and we'll see if that changes anything. I mean, just to be clear, it was \$24,000 across the whole area if we did it as one assessment. So, I mean, that would've been more palatable as a project, right, and better cash flow. So, we'll see if, as we meet with them, they have different opinions.

Mayor Bailey asked with that, though, are you more thinking that when you share that with Goebels? Director Burfeind replied yeah. Mayor Bailey said that's what I figured. Okay, all right.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 8:32 p.m.

Motion carried: 5-0.

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



City Council Action Request

7.C.

Meeting Date	11/5/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Meeting Minutes (2025-09-22)		
Staff Recommendation	Accept and place on file the minutes from the September 22, 2025, Planning Commission meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Minutes 2025-09-22</td></tr></table>	1.	Planning Commission Minutes 2025-09-22
1.	Planning Commission Minutes 2025-09-22		



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

September 22, 2025

COUNCIL CHAMBER – 7:00 P.M.

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

1. CALL TO ORDER

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

2. ROLL CALL

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

Members Absent: None

Staff Present: Emily Schmitz, Community Development Director; Samantha Pierret, Senior Planner; Max Erickson, Planner; Kelly Becker, Associate Planner; Justin Olsen, City Council Liaison.

3. APPROVAL OF AGENDA

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

4. OPEN FORUM

Frazier opened the Open Forum and asked if anyone wished to address the Planning Commission on any non-agenda item.

Hello, Good Evening. Bonnie Matter, 6649 Inskip Avenue South, Cottage Grove, so are these Public Hearings, and I will be able to speak if I want to? Frazier replied yes, all four of the agenda items we have tonight are Public Hearings. Bonnie said thank you, that's all I had.

As no one else wished to address the Planning Commission, Frazier closed the Open Forum.

5. CHAIR'S EXPLANATION OF THE PUBLIC HEARING PROCESS

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

6. PUBLIC HEARINGS AND APPLICATIONS

A. 6219 Lamar Lot Split Variance - Case V2025-025

The Estate of Frances Ratzlaff: Benjamin Ratzlaff, Personal Representative, applied for a Variance to subdivide a 47.63-acre parcel located at 6219 Lamar Avenue South into two separate parcels resulting in one parcel under 5 acres,

which will be under the 5-acre minimum lot size allowed in the AG-1, Agricultural Preservation District, for an existing dwelling. The remainder of the parcel will continue to be used for agricultural purposes.

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

Frazier asked if there were any questions for staff; none were asked, then Frazier said I do have a question for you. So, it was in the packet as well as you said today that there are a number of other parcels in the area that are less than 5 acres, and so that's part of the reason why it wouldn't change the community. Do we know if those were created prior to the requirement that parcels be 5 acres, or were they also Variance Requests? Pierret replied said that's a good question, Mr. Chair. So, several of those parcels are in the R-1 District where there is a 3-acre minimum; however, there are a couple of parcels in the AG District that were created prior to our current Zoning Ordinances that are under that 5 acres, that are around 3 acres in size. Frazier said thank you.

Fisher said I'm glad you added that fourth stipulation with the Deed Restriction because we don't want to ever make it like a landlocked parcel, right? But how, that little strip that's along Lamar, how did that ever get divided into its own little entity there, or does it go with another parcel, or how does that figure? Pierret replied Commissioner Fisher, Mr. Chair, that is a very good question. As I mentioned, that parcel is actually part of a plat and that plat that it is a part of is actually on the west side of Lamar Avenue; so, conceivably at some point this was all one big plat, this sliver, as I call it, was platted and kind of remained as a remnant parcel. The Applicant was able to actually purchase this from the previous owner so they could have road frontage here. Fisher said it sounds like you're trying to avoid re-platting this particular parcel. Is there a specific reason why a plat wouldn't make more sense? Pierret replied so plats do take up a considerable amount of time and cost for an Applicant, and in this case, adding that fourth condition that these two pieces be sold together really will save the Applicant, in some time and monetary costs when we do see that this sliver again really does contribute to that road frontage requirement, as specified in the ordinance. Fisher said okay, thank you.

Woodman said just to make sure I'm understanding it fully as well, the reason for that 3-acre split is more of just a logical reason that that is the homestead area and we're not just expanding it to 5 to make up more room; so, that's the reason for the 3, not some other random requirement, correct? Pierret replied yes, Commissioner Woodman, that is correct. It is the most logical space to split this property, as you can see. Woodman said perfect, thank you.

Frazier asked if there were any further questions, there were none, so Frazier thanked Pierret.

Frazier asked if the Applicant has anything additional they would like to add, and he asked him if he could just state his name and address for us, please.

I'm Benjamin Ratzlaff, I reside at 6225 Lamar Avenue South. Now, I'm obviously going to mention that this is basically to settle my mother's estate, and it's going to be split to her descendants. We're going to continue farming it, and there is going to be absolutely no change in the residence use or anything. I mean, it's going to essentially stay the same. That's about the only comment I have, just to settle the estate of Frances Ratzlaff, my mother. He asked if there were any questions. Frazier asked if there were any questions for the Applicant, but there were none. Frazier said thank you very much.

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

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

Stechmann said this seems like a logical result here, so we can avoid destroying some of the trees property and also maintain the other trees and other things like that. That seems like this is the logical thing to do, so I can't imagine not voting for it. Thanks.

Fisher made a motion to approve the Variance based on the findings of fact and subject to the conditions stipulated in the staff report, as well as the condition that was added at the meeting on the Deed Restriction. Woodman seconded. The motion was approved unanimously (7-to-0 vote).

B. NorthPoint Preliminary Plat - Case PP2025-023

NorthPoint Development (NP BGO Cottage Grove Logistics Park, LLC) has applied for a Preliminary Plat to modify the south and east lot lines of the Cottage Grove Logistics Park plat. This request is being made to fully encompass the improvements on Lot 2 of the existing plat, including private stormwater management, drive access, and utility lines.

Becker summarized the staff report and recommended approval subject to the conditions stipulated in the staff report. She said we do have representatives from NorthPoint here tonight as well for any questions. Thank you.

Frazier asked if there were any questions for staff.

Woodman said I think just one clarifier. This is only approval of the plat and not any of the future buildings or anything like that that'll be on there, correct? Becker replied correct, Mr. Chair and Members of the Commission, this is just the Preliminary Plat, adjusting those lot lines. Woodman said awesome, thank you.

Fisher asked at this time if the Applicant would like to add anything additional.

Planning Commission, my name is Charlie Cannon, I reside in Chicago, and work for NorthPoint Development. I just want to take a moment to thank Kelly and Emily and the City staff's hard work, they make it very easy for us to do business here. So, I appreciate your guys' time and explanation, and I'm here to answer any questions for you guys.

Frazier asked if there were any questions for the Applicant; Frazier said I don't see any, thank you very much for being here. Charlie replied thank you.

Frazier opened the Public Hearing.

Thank you very much for allowing me to ask some questions. Bonnie Matter, 6649 Inskip Avenue South, Cottage Grove, said I just have a few questions, I'll just put the questions out there: I'd like to know when the Alternative Urban Areawide, AUAR, will be updated to include the Data Center information, including the environmental information, and when it will be available for review and public comment. I'd like to know if we know who will occupy the Data Center at this time. I'd like to know how much water will the Data Center use per day, per year. I'd like to know where the water's going to come from. I'd like to know what is Cottage Grove's current water appropriation amount. Has the developer requested information on groundwater availability and local capacity? How many megawatts will the Data Center require? What type of backup power generation will be used during outages and how many? And if you're interested in learning more about any of this, there are many Data Center requests in Minnesota EQB Monitor right now. The City of Cannon Falls Industrial AUAR, in the September 16th Monitor, is worth reading. So, those are my questions. Thank you very much. Frazier thanked Ms. Matter and said she provided me with a copy of her questions, and so we'll include that in the record for the meeting.

No one else spoke. Frazier closed the Public Hearing.

Frazier asked Becker if she wanted to come back up, as a lot of Ms. Matter's questions were about a Data Center, and I know in response to Commissioner Woodman's question, you indicated that this is just essentially a realignment of lot lines at this point, correct? Becker replied yes, correct, Mr. Chair, Members of the Commission, we don't have an application for a Data Center now. Frazier said okay, so maybe that comes in the future, but today the application that we're looking at is should the Preliminary Plat be approved by City Council. Becker said correct. Frazier said all right, and any future Data Center that was going to come in or any new building that was going to be built would have to come through again for approval for that building and the Site Plan. Becker said correct.

Frazier said okay, and asked if there were any further questions by commission.

Bhat said so the existing two buildings, are they Data Centers? Becker replied no, they are not. Bhat said okay, and what happened to the original Lot 1, it's not showing on the map, so it's still a lot associated with this, or is it a separate lot now? Becker replied yes, Commissioner Bhat, that lot will still remain separate, and that won't be included into this new plat. Bhat said okay, thank you.

Frazier asked if there was any discussion or comments by commission; seeing none, I'll look for a motion then.

Woodman made a motion to approve the Preliminary Plat subject to the conditions stipulated in the staff report. Brittain seconded. The motion was approved unanimously (7-to-0 vote).

C. Highnorth Dispensary – Case CUP2025-022

Astraeus Investment Group, LLC (DBA Highnorth) applied for a Conditional Use Permit to engage in cannabis retail sales and continue lower-potency hemp edible retail sales at their existing business at 8711 East Point Douglas Road South, Unit #108.

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

Frazier thanked Pierret and asked if there were any questions for staff.

Fisher said so, Highnorth is in that strip mall by Target, I was looking, but my pad is frozen so I'm having a hard time getting to the page, but with all the different circles and the radius to the daycare center, it looks like its just right there. So, how do you, do you calculate from like the front door? Because I mean I can imagine if it was down by where Chuck & Don's is, maybe the radius wouldn't qualify. Like how do you come up with that? Because it does look like it's pretty close. Pierret replied Commissioner Fisher, Mr. Chair, so on this map, the distance from a daycare is required to be 500 feet, and the yellow circle in the middle of the image is showing that distance to the daycare, and it is labeled as over 1,000 feet away. On this map, we labeled the exact distances, so that the commission and the public would know exactly how far away these businesses were. Fisher said so, where do you measure, do you measure from like the door? I mean, that is a large parcel, and there are multiple. Pierret replied good question. Yes, so, we measure from the storefront of the cannabis business to the property line of the use in question. For parks, we measure from the storefront to the park feature, so whether that be a disk golf hole or a picnic shelter, we're measuring to that specific item in the park. Fisher said okay, thanks for clarifying. I see now that it's double the distance that it needs to be, but it does look really close on that. Thank you.

Bhat asked what were the two compliance violations? Pierret replied those were age verification compliance violations. There's more information available from our Public Safety Department; however, the age verification was either not done or done improperly and during the Public Safety's inspections of the property, items were sold to minors. Bhat said okay, thank you. Where did you say this information was available? Pierret replied through our Public Safety Department, and the most recent violation in May was available, our City Council did take action at that time, in May of 2025. Bhat said okay, thank you.

Frazier asked Pierret if she knew if it was City Ordinance that clarifies the 500 feet from a daycare? Pierret replied in the State Statute, 500 feet is the absolute maximum that we could go, and in City Code, they went with the absolute maximum from daycares. All of these distances are actually the absolute maximum allowed by Statute. Frazier said okay, and I couldn't remember if that's what we did when we adopted the City Ordinances on it. And is it just daycare centers or does that include licensed in-home daycares as well? Pierret replied it is only daycare centers in Business Districts. Frazier said got it. All right, thank you.

Fisher said okay, my question follows up with Commissioner Bhat's; so, the violations that happened, at what point do we become worried about those violations, those repetitive violations? I think you said that the Public Safety Department doesn't have any issues with this at the moment, but at what point does it become an issue? Pierret replied so, our Public Safety Director has informed us that they, as I mentioned, continue to work with Highnorth on compliance and everything. If there were a third violation within a year span, it would go back to City Council; the fine and the suspension would be greater. If there were a fourth violation, that's when the Public Safety Director has indicated that things such as revoking licensure would be implemented. Fisher said so, there is a specific framework in place with time constraints and number of violations? Pierret replied yes. Fisher said okay, perfect, thank you.

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

Frazier asked if at this time the Applicant would like to add anything additional.

Ladies and gentlemen of the commission, thanks for having me today, appreciate it. It's been a pleasure to work with the City on this. It's been a long road, we've gone through a lot with the changing from hemp to cannabis and things like that. We've moved locations to stay compliant. It's been a treat to work with you all, so I appreciate everyone that worked on our project. I just

wanted to open it up; my name is Tyler Thompson, by the way, I'm the co-owner, I grew up here in Cottage Grove, went to Park, but I wanted to open myself up for questions if there are any.

Frazier thanked Thompson. Are there any questions for the Applicant?

Bhat said so, following up on those violations, what steps are you going to take to avoid further compliance violations? Thompson replied that's a great question. So, at the time, we did not have any actual scannable ID software built into our system, and that's something that after this violation we did add, in two different forms: 1) Our new cannabis specific platform that we use for our point of sale actually requires an ID to be scanned in, in order for a transaction to begin. So, what we will do in our plan is to have a vestibule system where the customer comes in, we have a secretary that will check the ID before the customer then gets buzzed into the rest of the building, which will require verification before entering. 2) We also have an audit trail system built into that, so we can go back and provide any ID ever scanned into our system and the timestamp. Bhat said thank you.

Frazier asked if there were any other questions, and none were asked. Frazier thanked Thompson.

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

Frazier asked if there was any further discussion or comment by commission

Stechmann said it seems to me that the Applicant, Mr. Thompson, has adequately addressed the concerns that were raised, and so that's to his credit, that sounds like a very good and safe mechanism. I do know that there are criminal penalties for people who sell improperly alcohol or what have you, and so, there's also those types of considerations that also will deter like unauthorized sales. So, otherwise, I think that everything else is in order, I'm prepared to vote in favor of this. Frazier thanked Stechmann, asked if there were any further comments; seeing none, Frazier said he would look for a motion.

Stechmann made a motion to approve the Variance subject to the conditions stipulated in the staff report. Knable seconded. The motion was approved unanimously (7-to-0 vote).

D. Grey Cloud Elementary – Case SP2025-024

KOMA Architects and Engineers, on behalf of South Washington School District ISD 833, has applied for a Site Plan Review for building additions at Grey Cloud Elementary, located at 9525 Indian Boulevard South. The site improvements include approximately 6,505 square feet for a gymnasium/storm shelter and a 3,467 new classroom addition. The Site Plan Review request also includes minor reworking of the drive lanes within the northeastern and northwestern parking areas and the relocation of a playground.

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

Frazier thanked Erickson and asked commission if there were any questions for staff. Bhat said so there's a proposal for moving a playground from an existing location to a new location, right? My question is does it need to be done? I mean, can't they have two playgrounds, is there a requirement to move the playground? Erickson replied no, it is not a requirement. This is something that they have proposed, and I might invite the Applicant up to explain, but the playground is going to be closer to the new classroom addition, which would be utilized by the Special Education students. Bhat said okay, so there is no requirement to tear down the existing playground? Okay, thank you.

Frazier asked if there were any further questions for staff, and none were asked. Frazier thanked Erickson and asked at this time if the Applicant would like to add anything additional; he said I'm seeing shaking heads back there, okay, so seeing none, unless there are questions from commission or the Applicant, and there were none.

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

Frazier asked if there was any further comment or discussion by commission.

Fisher said I'll just say that the application seems pretty straightforward, so I don't have any questions.

Fisher made a motion to approve, subject to the conditions stipulated in the staff report. Bhat seconded. The motion was approved unanimously (7-to-0 vote).

7. APPROVAL OF MINUTES

A. Approval of the August 25, 2025 Planning Commission Meeting Minutes

Knable made a motion to approve the August 25, 2025 Planning Commission Meeting Minutes. Fisher seconded. Motion passed unanimously (7-to-0 vote).

8. REPORTS

A. RECAP OF SEPTEMBER 2025 CITY COUNCIL MEETINGS

Schmitz summarized the actions taken at the September 3 and September 17, 2025 City Council Meetings.

Council Member Olsen said thank you very much. As I typically do, I open myself up for questions from you on anything that may be going on in the community, and I'm happy to answer if I can. Before I do that, though, just a couple of items that I would like to note: First of all, if you're interested, this coming Thursday, September 25, we have our Public Works and our Parks Open House, that will be held at the Public Works garage, which is located at 8635 West Point Douglas Road, here in Cottage Grove. For those of you who have not been there before, it starts at 3:00 p.m. and it goes until 7:00 p.m. We have a sensory friendly hour from 3:00 to 4:00 p.m., so if you have members of your family who may struggle with a little bit of sensory overload, that first hour there won't be all the flashing lights and the noises and those sorts of things. So, people can still come and enjoy the Open House, look at the trucks, talk to our staff members, etc. without the distraction of all of the other goings on that could overload somebody's senses if they are sensitive to that. There will be games that take place down there, you'll have the opportunity to spend a little time looking at all of the various Public Works vehicles, including our brand new double-axle trucks that we received after purchasing three years ago. So, we're really excited that we actually got those in time for this year's snowplow season so we could an extra snowplow route. But tons of really cool things to do, the Parks Department will be down there, they always have some fun games for the kids; well, I'm a kid, too, I guess, because I like them, too, but there's certainly plenty to do, so I would encourage you all to attend.

I also wanted to note that September 15 through October 15 is National Hispanic Heritage Month, and as a City Council we passed a proclamation declaring Hispanic Heritage Month here in the City of Cottage Grove. So, we wanted to make sure that we acknowledged the fact that we do have a very vibrant Hispanic population here in the City, it continues to grow, and we're grateful for all of the contributions, not just here in Cottage Grove but across the State of Minnesota and our nation, on behalf of our friends with Hispanic heritage. I am not one of those people, therefore I do sunburn when the moon is out, but I have a great deal of respect for a lot of my friends who have Hispanic background, and I'm grateful that we passed that proclamation. Also, today happens to be Rosh Hashana, so for those of you of the Jewish faith, we want to wish you a happy new year because tonight is when that celebration begins.

A couple of other items of note, just with regard to policy issues. As Emily mentioned, we had a 5-0 approval of the 2026 budget with a 2027 preliminary budget. So, what that means is we set the ceiling, we can't go any higher, but we can certainly come in lower if we choose to with regard to our 2026 Levy. We took a lot of different things into consideration, and I know I mentioned this at the last Planning Commission meeting as well, we took the Polco survey, the community survey that was done, and really put a lot of stock into what our residents said that they value most about our community. For example, Public Safety received a 91% rating for something that the public here in the City of Cottage Grove values; so, when we looked at making investments, making investments in Public Safety was right at the top of the list. Additionally, we had a great deal of approval for our Parks system, so naturally, we followed suit and we made significant investments in our Parks and our trail system here in the City. Of course, Public Works and making sure that on those snowy days, which we haven't had many of in the last couple years, but it sounds like we might this year if you believe the old Farmers Almanac, I should have asked Ben when he was here, he knows; Ben is a good friend, and he used to work down at the golf course, and that man has an intuition for weather like nobody you've ever met. I don't know if it's the farmer in him or if he's just gifted that way, but he's like Radar from MASH, for those of you old enough to remember when that was, he knows when snow's coming. But we are very glad to know that we've been able to

invest in the equipment that we need in order to keep our City safe and keep our roads clear and make sure that everybody can get to work, etc. So, with that, I will open myself up for any questions you might have for me.

Frazier said thank you and asked if there were any questions for Council Member Olsen.

Fisher said we had a resident talk about Data Centers earlier. That's a little bit out of left field for me, so I'm wondering has the City been approached by anybody who is looking to put in a Data Center? Are there certain, I know they're kind of a hot button topic, are there discussions in place? I mean, what do we do as a City? Council Member Olsen replied in my time as a member of the City Council, we've been approached several times by individuals who are interested in having a conversation about Data Centers. Data Centers are a little bit interesting when it comes to development because they don't generally produce many jobs, and they take a significant amount of resources to operate effectively in most cases. I don't want to paint with too broad of a brush because I'm sure as you know as Planning Commissioners, every application is unique and has its own different details, but up to this point, no, we really haven't had any major dialogue with anybody about a Data Center. So, that was a little bit out of left field for me, too, I guess, but could it happen? Sure. Somebody could put in an application, absolutely; at this point, though, I'm not aware of anything.

Fisher said I feel like for cannabis, for example, when that was coming up, nobody really had any regulations or nobody really knew like what was going to happen next. Do we feel like that's kind of where the Data Center thing is at, like if there's something that does come before us, are we going to have a framework to be able to? Council Member Olsen replied yeah, we have a very strong framework for span of control and influence around how a development that might include a Data Center would come to pass. It goes through the same regulatory processes, everything else that comes before us, and that would include involving the Planning Commission. It could certainly include other local and State agencies, it include the County, it all depends on the specifications of the application, of course. So, again, without painting with a broad brush, I feel pretty confident that if somebody did bring an application forward, we would certainly have the wherewithal to analyze it very closely and determine whether or not it was a good fit for our community. Data Centers are interesting as well because the people who operate Data Centers have to have certain parameters in place before they can even consider that as an end use, and some communities just don't have that, they don't have the infrastructure, they don't have the ability to host a Data Center. So, could we have a conversation? We certainly could, but I can't even speak to whether or not we would be able to meet their needs until such time as something would become concrete, which at this point, I'm not aware of anything. Fisher said okay, thank you.

Frazier asked if there were any further questions for Council Member Olsen, but none were asked. Frazier thanked Council Member Olsen for being here. Council Member Olsen replied thank you guys very much, appreciate your hard work.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES - None.

C. PLANNING COMMISSION REQUESTS

Bhat said so, when Bonnie was speaking, she mentioned about AUAR, with the expansions. What is it and can we access it? Schmitz replied Mr. Chair, Commissioner Bhat, an AUAR is a planning tool that we use to do a review of an area with potential development scenarios. In this particular Business Park, an AUAR was completed 15, plus or minus years ago, it's required by State Statute to update those studies every five years; I believe the last update to the Business Park AUAR was in 2022, so the next update to that AUAR is in 2027. What that work does, Commissioner Bhat, is it allows us to evaluate from an environmental and any other impact of potential development scenarios, which then really helps us to complete that work ahead of a development coming in, knowing the potential impact; and then we have a mitigation plan that's tied to that study that any development is required to follow as a part of their development. Bhat asked can we access the 2022 AUAR? Schmitz replied I am happy to send a link; Bhat said thank you.

9. ADJOURNMENT

Stechmann made a motion to adjourn the meeting. Brittain seconded. Motion passed unanimously (7-to-0 vote). The meeting was adjourned at 7:54 p.m.



City Council Action Request

7.D.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Open Forum Response Letter — Job Postings		
Staff Recommendation	Receive a letter in response to the open forum questions from the October 15, 2025, City Council meeting regarding City Job Postings.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Response Letter - Job Postings</td></tr></table>	1.	Response Letter - Job Postings
1.	Response Letter - Job Postings		

October 24, 2025

Ms. Bonnie Matter
6649 Inskip Avenue South
Cottage Grove, MN 55016

Re: Open Forum Question (2025-10-15) – Job Postings and how they are reflected in the budget.

Dear Ms. Matter,

At the Council Meeting on October 15th, you requested more information on the two recent job postings. We understand your concern when seeing new postings and how they will affect the budget.

I want to clarify that both positions are included in the 2026 Preliminary Budget that City Council approved on 09-03-2025. In the staff memo to City Council as part of this agenda item, both positions are noted on pages 4 and 5 of the staff memo.

- Job Posting 1 (EDA Manager) – This position is for a restructuring in the department. The current EDA Director position will be replaced with the EDA Manager position to more closely reflect the duties of the position.
- Job Posting 2 (Assistant Public Works Director-Utilities) – This is a new position and will be funded with water utility revenues.

We appreciate your diligence in reviewing these documents and asking this question. Maintaining transparency and accurate budget management is a priority, and we confirm that these two postings are necessary within the existing approved staffing structure. If you have any further questions, please contact me at 651-458-2832.

Sincerely,



Brenda Malinowski
Finance Director



City Council Action Request

7.E.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Open Forum Response Letter - HERO Center		
Staff Recommendation	Receive a letter in response to the open forum questions from the October 15, 2025, City Council meeting regarding HERO Center rentals.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Response Letter - HERO Center</td></tr></table>	1.	Response Letter - HERO Center
1.	Response Letter - HERO Center		

October 22, 2025

Jana White
8463 Hadley Ave S
Cottage Grove, MN 55016

Ms. White,

You raised questions about the use of the HERO Center by US Immigration and Customs Enforcement (ICE) and are requesting that the HERO Center stop renting space to ICE.

The HERO Center was funded in part by a \$9.5 million grant ("Grant") from the Minnesota Department of Public Safety. The City of Cottage Grove entered into a General Obligation Bonds Grant Agreement – Construction Grant, effective May 30, 2018 ("Grant Agreement").

The Grant Agreement contains strict obligations and requirements:

1. The HERO Center must be used for the operation of Governmental Programs. A "Governmental Program" is one that meets the training and skills development needs of municipal law enforcement and emergency responder agencies, the regional medical community and state university partners for pre-employment, continuing education and various in-service trainings.¹
2. The City of Cottage Grove covenants, represents and warrants that it will operate, maintain, and manage the HERO Center in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any *federal*, state or local political subdivisions having jurisdiction over the facility.²
3. Annually, the City of Cottage Grove must submit a notarized statement to the Commissioner of Minnesota Management and Budget ("MMB") stating that the HERO Center is being used for the purposes for which it was authorized.³

Failure to comply with any provision of the Grant Agreement is considered an event of default, and unless the default is cured, the Commissioner of MMB may demand full repayment of the Grant.⁴

¹ See Section 1.01, Section 2.04, and Recital C for the definition of "Governmental Program." In addition, the use of the word "municipal" is not intended to be defined as solely city related. The word *municipal* means "of or relating to the internal affairs of a major political unit (such as a nation)." *In Merriam-Webster.com dictionary. Retrieved 7-17-25 from <https://www.merriam-webster.com/dictionary/municipal>.* Other non-city government agencies have used the facility, such as County Sheriff Departments, Minnesota State Patrol, the DNR and other State agencies, which supports that the facility was intended to be used for any public law enforcement training.

² Section 2.05 N, emphasis added

³ Section 2.04

⁴ Section 2.08 B

Since opening its doors, the HERO Center has rented portions of its facility to many federal agencies, including the US Inspector General, several divisions of the US Department of Treasury, the Department of Justice (DOJ), the Federal Bureau of Investigations (FBI), the National Park Service, and ICE, in order for those agencies to conduct their own trainings at the HERO Center's state of the art facility. That is one of the purposes for which the HERO Center was constructed – *to provide training and skills development for law enforcement.*

Beginning in 2025, the Secretaries of various federal agencies sent letters to cities who have received federal funding, including the City of Cottage Grove, stating that federal funding recipients are obligated to “comply fully with all applicable federal laws and regulations. These laws and regulations include the United States Constitution, federal statutes, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting discrimination and enforcing controls on illegal immigration.” The letter sent to Cottage Grove from Sean Duffy, Secretary of DOT, states that the ramifications and penalties for not complying with federal authorities include civil and criminal liability, jeopardizing continued receipt of federal funding, and the recovery of grant funds already expended. In recent years, the City of Cottage Grove has received federal grants for transportation projects, police and fire positions and electric charging stations, just to name of few, totaling nearly \$10 million.

Failure to comply with the federal government will risk the City of Cottage Grove's current grants, as well as future grants. Not renting the facility to ICE could be construed as “failing to comply.” These letters cannot be ignored as they have serious implications to the Cottage Grove and Woodbury's city budgets. If the federal grants are cancelled or rescinded prior to disbursement or worse, after disbursement and construction, and reimbursement is demanded, the cities will have few alternatives to pay for projects that were earmarked or paid with those federal funds.

To be clear, “compliance” does not mean that local government must carry out federal laws. In fact, States and local governments have limited authority to regulate or enforce federal immigration laws. *Compliance* means not impeding ICE and other federal offices of DHS, not adopting policies or ordinances counter to federal immigration laws and not interfering with enforcement of federal immigration law.

The HERO Center adopted a Financial Management Policy to find sources of revenue that fit within the purposes of the HERO Center. Federal and local agencies that conduct law enforcement training fit within the purpose and intent of the HERO Center's mission. To deny one federal agency's ability to rent the HERO Center for a use that squarely fits within the mission of the facility, and specifically to deny an agency that has been identified by the federal government as an agency that local governments cannot impede or hinder, could have dire consequences for federal grants, as well as for the HERO Center's source of local funding, the \$9.5 million Grant.

We empathize with your concerns. However, the City of Cottage Grove will not restrict rental opportunities at the HERO Center for any federal law enforcement agency. We do value your insights and recommendations, and we hope to continue dialogue as our community navigates the issues surrounding immigration enforcement. Your community spirit and advocacy are greatly appreciated.

Cottage Grove Police Department policy mandates that all members make personal and professional commitments to equal enforcement of the law and equal service to the public.

Confidence in this commitment is essential to protect and serve the entire community and recognize the dignity of all persons, regardless of their national origin or immigration status.

Per policy and in compliance with Minnesota's statutes, officers will not detain any individual for a civil violation of federal immigration laws or a related civil warrant. No individual will be held based solely on a federal immigration detainer unless the person has been charged with a federal crime or the detainer is accompanied by a warrant, affidavit of probable cause, or removal order. Additionally, officers will not notify federal immigration officials when booking arrestees at a county jail facility. Lastly, the Cottage Grove Police Department is not deliberately targeting immigration violations, nor is the department participating in federal immigration enforcement operations. If requested by a federal agency, officers will limit their involvement to support services such as traffic control or peacekeeping efforts.

Thank you for expressing your concerns allowing the Department and City an opportunity to reflect upon our practices so we may continue to serve our community with excellence.

Respectfully,



Brad Petersen
Deputy Director of Public Safety

October 22, 2025

Ruth Jones
8180 Janero Ave S
Cottage Grove, MN 55016

Ms. Jones,

You raised questions about the use of the HERO Center by US Immigration and Customs Enforcement (ICE) and are requesting that the HERO Center stop renting space to ICE.

The HERO Center was funded in part by a \$9.5 million grant ("Grant") from the Minnesota Department of Public Safety. The City of Cottage Grove entered into a General Obligation Bonds Grant Agreement – Construction Grant, effective May 30, 2018 ("Grant Agreement").

The Grant Agreement contains strict obligations and requirements:

1. The HERO Center must be used for the operation of Governmental Programs. A "Governmental Program" is one that meets the training and skills development needs of municipal law enforcement and emergency responder agencies, the regional medical community and state university partners for pre-employment, continuing education and various in-service trainings.¹
2. The City of Cottage Grove covenants, represents and warrants that it will operate, maintain, and manage the HERO Center in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any *federal*, state or local political subdivisions having jurisdiction over the facility.²
3. Annually, the City of Cottage Grove must submit a notarized statement to the Commissioner of Minnesota Management and Budget ("MMB") stating that the HERO Center is being used for the purposes for which it was authorized.³

Failure to comply with any provision of the Grant Agreement is considered an event of default, and unless the default is cured, the Commissioner of MMB may demand full repayment of the Grant.⁴

¹ See Section 1.01, Section 2.04, and Recital C for the definition of "Governmental Program." In addition, the use of the word "municipal" is not intended to be defined as solely city related. The word *municipal* means "of or relating to the internal affairs of a major political unit (such as a nation)." *In Merriam-Webster.com dictionary*. Retrieved 7-17-25 from <https://www.merriam-webster.com/dictionary/municipal>. Other non-city government agencies have used the facility, such as County Sheriff Departments, Minnesota State Patrol, the DNR and other State agencies, which supports that the facility was intended to be used for any public law enforcement training.

² Section 2.05 N, emphasis added

³ Section 2.04

⁴ Section 2.08 B

Since opening its doors, the HERO Center has rented portions of its facility to many federal agencies, including the US Inspector General, several divisions of the US Department of Treasury, the Department of Justice (DOJ), the Federal Bureau of Investigations (FBI), the National Park Service, and ICE, in order for those agencies to conduct their own trainings at the HERO Center's state of the art facility. That is one of the purposes for which the HERO Center was constructed – *to provide training and skills development for law enforcement.*

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Failure to comply with the federal government will risk the City of Cottage Grove's current grants, as well as future grants. Not renting the facility to ICE could be construed as “failing to comply.” These letters cannot be ignored as they have serious implications to the Cottage Grove and Woodbury's city budgets. If the federal grants are cancelled or rescinded prior to disbursement or worse, after disbursement and construction, and reimbursement is demanded, the cities will have few alternatives to pay for projects that were earmarked or paid with those federal funds.

To be clear, “compliance” does not mean that local government must carry out federal laws. In fact, States and local governments have limited authority to regulate or enforce federal immigration laws. *Compliance* means not impeding ICE and other federal offices of DHS, not adopting policies or ordinances counter to federal immigration laws and not interfering with enforcement of federal immigration law.

The HERO Center adopted a Financial Management Policy to find sources of revenue that fit within the purposes of the HERO Center. Federal and local agencies that conduct law enforcement training fit within the purpose and intent of the HERO Center's mission. To deny one federal agency's ability to rent the HERO Center for a use that squarely fits within the mission of the facility, and specifically to deny an agency that has been identified by the federal government as an agency that local governments cannot impede or hinder, could have dire consequences for federal grants, as well as for the HERO Center's source of local funding, the \$9.5 million Grant.

We empathize with your concerns. However, the City of Cottage Grove will not restrict rental opportunities at the HERO Center for any federal law enforcement agency. We do value your insights and recommendations, and we hope to continue dialogue as our community navigates the issues surrounding immigration enforcement. Your community spirit and advocacy are greatly appreciated.

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Thank you for expressing your concerns allowing the Department and City an opportunity to reflect upon our practices so we may continue to serve our community with excellence.

Respectfully,



Brad Petersen
Deputy Director of Public Safety



City Council Action Request

7.F.

Meeting Date	11/5/2025		
Department	Engineering		
Agenda Category	Action Item		
Title	Washington County 2026-2030 CIP Response Letter		
Staff Recommendation	Approve the response letter to the Washington County 2026-2030 Draft CIP.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Washington County 2026-2030 Draft CIP Response Letter Final</td></tr></table>	1.	Washington County 2026-2030 Draft CIP Response Letter Final
1.	Washington County 2026-2030 Draft CIP Response Letter Final		

November 5, 2025

Mr. Wayne Sandberg, P.E., Public Works Director/County Engineer
Washington County Department of Transportation and Physical Development
11660 Myeron Road North
Stillwater, MN 55082-9573

Re: Draft Washington County 2026-2030 CIP

Dear Mr. Sandberg:

The partnership between the city and county is crucial for providing a great place for residents to live and businesses to thrive. The City of Cottage Grove appreciates the continued collaboration and relationship between our staffs as we work towards a shared goal of maintaining existing and providing new amenities and infrastructure to meet the needs of our community. The City of Cottage Grove especially appreciates this opportunity each year to review the County's priorities for the next five years as shown in the draft 2026-2030 Capital Improvement Plan (CIP) and provide comments on how those priorities may align with those of the City of Cottage Grove.

One significant priority for the Cottage Grove community regarding county projects is the continued progress on the County 19A & 100th Street Realignment Project. While Cottage Grove continues to aggressively pursue grant opportunities to close the funding gap, we are quickly approaching the point of losing grant funds that have already been secured if the project does not move forward. We appreciate that the final design and environmental process is started, so we can soon have a clear and accurate understanding of project costs and challenges. Also, this will provide more details on potential phasing options, to ensure the project can be started and grant funds can be utilized.

The City's specific comments on the CIP are as follows:

Facility Projects

- City of Cottage Grove Public Works Facility
The City is planning to construct a new Public Works facility in the next five to ten years next to its Engineering and Utility Building at 10875 Ideal Avenue South. As the County considers its facility planning, the City encourages discussion with the County to consider including the south county plowing operations staging at the facility.
- Southern Yard Waste (BSD-PHE-2701)
The Southern Yard Waste project is important to the City. The City currently leases city-owned land to Rumpca Companies to operate a compost site that serves the area. That land is slated for a future retention pond, so at some point the City is looking at the closure of the facility. The City supports the County construction of this facility that will help in replacing that service.

Park Projects

- **Cottage Grove Ravine Regional Park Lighted Trails (PARK-4006)**
The City encourages the County continuing to invest in this park to expand its recreational options, through additions like the lighted trails and possible future consideration of winter multi-use trails. The City would support a future state bonding request to fund construction of lighted trails in Ravine Regional Park.
- **Ravine Regional Park Future Improvements**
As development continues around the CSAH 19 corridor, demand for park amenities will increase including at Ravine Regional Park. The City currently has no camping opportunities within its borders. The City encourages the County to pursue upper landing master plans for the park including potentially adding a few hike-in primitive campsites at the park.
- **Grey Cloud Island Regional Park Master Plan**
The City requests that the County complete an update of the 1994 Grey Cloud Island Regional Park Master Plan. An updated Master Plan with approval from all stakeholders is critical before any physical investment is made. As the mining operations on the island conclude over the next decade or two and an Environmental Impact Study is in progress on its next phase, a plan is critical for the future use of the island. As Cottage Grove develops a large community park on the former Mississippi Dunes Golf Course property, this plan will help to ensure City and County efforts to improve regional recreational opportunities in this area complement each other and inefficiencies of service are avoided.

The City also encourages the County to more fully utilize existing County-owned land along the Mississippi River for a small paddle launch to become a part of the proposed water trail being developed by the City and National Park Service.

- **Park and Trail Long-Range Planning (Park-1001)**
The City encourages the continuation of efforts between the City, County and State to complete master planning and the pursuit of regional solicitation funds for a trail route that connects Point Douglas Park (via the Point Douglas Trail) to Cottage Grove Ravine Regional Park. We see that missing link in the regional trail system as the next great opportunity for the County to expose residents and visitors to our rivers, park spaces, greenways and the historic Highway 61 corridor.

Road and Bridge Projects

- **CSAH 19 (Keats Avenue) & 80th Street Intersection (RB-2667)**
The City appreciates the continued coordination as the County completes final plans and construction phasing and the City is looking forward to the improved safety and operations of this key intersection.
- **CSAH 13 (Radio Drive) – CSAH 20 to Hargis Parkway (RB-2672)**
While this project is not located within Cottage Grove, it is located along a key traffic corridor connecting with the City of Woodbury. Cottage Grove supports the County making these

improvements, currently programmed for construction in 2027. Our team greatly appreciates being involved in discussions as design of the improvements along the County Highway 13 (Radio Drive) corridor are determined.

- CR 74 (65th Street) – County 38 (Hastings Avenue) to Geneva Avenue (RB-2675)
Cottage Grove supports the County reconstructing CR 74 and making improvements to the adjacent ravine in the City of Newport. The City looks forward to the additional trail connectivity the County is building on this corridor. This is a much-needed improvement, located along and west of the Cottage Grove city limits. Over the years, Cottage Grove has made a concerted effort to work with developers to reduce runoff rates to this ravine compared to the undeveloped condition, including removing the north leg of Geneva Avenue. We appreciate the collaboration on this project between Washington County, City of Newport, City of Cottage Grove, and the South Washington Watershed District.
- CR 19A (Innovation Road) & 100th Street Realignment (RB-2685)
Cottage Grove continues to strongly support the implementation of the first phase of the SW Arterial Project, through the realignment of CR 19A & 100th Street, and appreciates the ongoing collaboration with Washington County. Cottage Grove continues to see rapid growth in this area of the community, which further drives the need for this improvement. As stated in the introduction to this letter, the County should complete the final design and environmental review in 2025 which is critical to ensuring we are prepared to begin construction and not lose out on the significant grant funding that has been obtained to date.
- Southwest Arterial
The County completed the Southwest Arterial Planning Study in 2020. In addition to the joint planning for the CR 19A & 100th Street Realignment project mentioned above, the City has recently completed improvements of 100th Street from Hadley Avenue to Jamacia, and improvements of 103rd Street from Grey Cloud Trail to 100th Street.

As a significant next step after the CR 19A & 100th Street project will be a project addressing the substandard low vertical and narrow horizontal clearance under the BNSF railroad bridge over 103rd Street. The City has programmed a project to address those issues in our five-year plan, with a feasibility study to start in 2026.

The Grey Cloud Trail bridge (Bridge No. L8159) over the river channel is nearing the end of its useful life and is expected to become eligible for replacement funding in the near future. As the City plans for its replacement with consideration of the Southwest Arterial study, the county should consider the future Grey Cloud Island master plans.

The City looks forward to the County continuing collaboration with the City as the City looks to complete these upcoming improvements to meet the County's plans to eventually take jurisdiction of the corridor.

- CSAH 19 (Keats Avenue) – Dale Road to US Trunk Highway 61 (RB-2687)
While this planning project is now in progress, the City appreciates the continued collaboration to address future needs. With ongoing development in this area of Cottage Grove, and potential development interest ranging from single family homes, multi-use, and commercial, this study is

well timed. The County should consider additional right of way requirements and impacts to the Metropolitan Council sewer interceptor easement. The development of this study will position the County and City of Cottage Grove well for the additional development by proactively planning for the future needs of this major corridor.

- CSAH 20 (Jamacia Avenue) – CSAH 22 (70th Street) – Military Road (RB-2691)
The City supports this project, including the planning and design efforts now underway. The City anticipates the area around CSAH 20 (Jamaica Avenue) from CSAH 22 (70th Street) to Military Road to be fully developed in the coming years. This project will be a positive improvement to this developing area and help ensure both vehicles and pedestrians are able to travel in this area of the city efficiently and safely. The City encourages the County to coordinate with City of Woodbury with their plans. Woodbury has planned to complete the extension of Pioneer Rd and also a future east-west collector road just north of the city boundary. With the closing of the east leg of Military Road, those corridors are important to the area to complete other connections to the Cottage Grove neighborhoods east of Jamaica and north of Military.
- Transit Circulator Support (RB-2811)
The City appreciates the county's financial support to existing and expanded transit circulator routes and greater serviceability to our residents.
- CSAH 39 (Hastings Ave and Hadley Ave) & TH 61 Interchange (RB-2815)
As this project moves into construction in 2026, the City appreciates the ongoing collaboration with the County and the Minnesota Department of Transportation in making improvements on this critical transportation corridor.
- CSAH 22 (70th Street) – CSAH 19 (Keats Ave) to CSAH 13 (Hinton Ave) Study (RB-2817)
The City appreciates the inclusion of this study to complete this effort and guide future improvements along the corridor. The County should especially include addressing pedestrian crossing safety concerns.
- RB-2835: CSAH 19 (Keats Ave) CSAH 22 (70th Street) to Dale Road
The City supports the County planning for improvements to this developing corridor.

Thank you for the opportunity to comment on the Washington County Draft 2026-2030 CIP. Through the continued coordination and cooperation with Washington County, we believe we have been able to provide exceptional amenities, pedestrian facilities, and public infrastructure to increase our level of service, improve the livability of our community, and promote business growth and expansion. Successful projects are hinged on partnerships, the County 19A & 100th Street Realignment project is a great example of this partnership. The ongoing collaboration and coordination between the City and County will be critical as we work to deliver this key infrastructure project. We look forward to continuing the collaboration with Washington County to meet the capital needs in our community.

Mr. Wayne Sandberg
Draft Washington County 2026-2030 CIP
November 5, 2025
Page 5 of 5

Sincerely,

Jennifer Levitt
City Administrator

cc: Washington County Commissioners
Cottage Grove City Council Members
Kevin Corbid, Washington County Administrator



City Council Action Request

7.G.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Gambling License - Strawberry Fest		
Staff Recommendation	Approve the single occasion Gambling Permit application for the Cottage Grove Strawberry Fest on behalf of Lori Olsen to conduct a bingo event at River Oaks Golf Course (11099 Highway 61, Cottage Grove, MN) on February 21, 2026.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		

To: City Administrator Jennifer Levitt

From: Deputy Director of Public Safety Gregory P. Rinzel

Date: October 22, 2025

Subject: **GAMBLING LICENSE APPLICATION – SINGLE OCCASION**

INTRODUCTION

Under State Statutes, four types of nonprofit organizations are eligible to conduct lawful gambling in Minnesota (fraternal, religious, veteran, and other nonprofit) and most events, with the exception of certain raffles, require obtaining either an exempt or an excluded permit from the Minnesota Gambling Control Board. Permits issued by the Minnesota Gambling Control Board require approval of the local government authority where the event will be held.

The Public Safety Department investigates single-occasion gambling permit applications and provides the City Council with a recommendation on whether a permit should be issued. If the City Council authorizes issuance of a permit, the City Clerk signs off on the application and forwards it to the Minnesota Gambling Control Board or issues the permit itself if none is required by the Gambling Control Board.

BACKGROUND

Pursuant to City Ordinance, Loriann Olsen, on behalf of the Cottage Grove Strawberry Fest, P.O. Box 512, Cottage Grove, MN 55016 has submitted an application for a Temporary Single Occasion gambling permit for Bingo to be held at River Oaks Golf Course, 11099 Highway 61, Cottage Grove, MN 55016 on February 21, 2026, 11:00am – 2:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

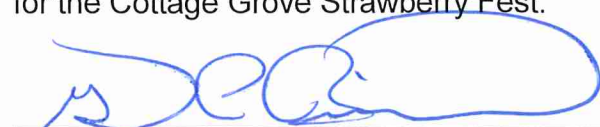
DISCUSSION

The application as submitted is complete, in compliance with our ordinance and is exempt from the licensing requirements of the Minnesota Charitable Gambling Control Board.

We have investigated the applicants and have not found any facts which would constitute a basis for denial of this application, under the provisions of the City's Gambling Ordinance.

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Strawberry Fest.



Gregory P. Rinzel – Deputy Director of Public Safety

10/22/2025



City Council Action Request

7.H.

Meeting Date 11/5/2025

Department Administration

Agenda Category Action Item

Title Gambling License - Beyond the Yellow Ribbon

Staff Recommendation Approve the Single Occasion Gambling Permit application for the Mississippi River Valley Beyond the Yellow Ribbon on behalf of Patrick Nickle to conduct the Holiday Helper Big Ticket Raffle event at the Cottage Grove VFW Post 8752 (9260 E. Pt. Douglas Rd) on December 6, 2025.

Budget Implication N/A

Attachments	1. Memo - Public Safety
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To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Brad Petersen, Deputy Director of Public Safety

Date: October 22, 2025

Subject: Gambling License Application – Single Occasion

INTRODUCTION

Under State Statutes, four types of non-profit organizations are eligible to conduct lawful gambling in Minnesota (fraternal, religious, veteran, and other non-profit). Most events, with the exception of certain raffles, require an exempt or an excluded permit from the Minnesota Gambling Control Board. Permits issued by the Minnesota Gambling Control Board require approval of the local government authority where the event will be held.

The Public Safety Department investigates single-occasion gambling permit applications and provides the City Council with a recommendation on whether a permit should be issued. If the city Council authorizes issuance of a permit, the City Clerk will sign-off on the application and forward it to the Minnesota Gambling Control Board or issue the permit if none is required by the Gambling Control Board.

BACKGROUND

The application as submitted is complete, in compliance with our ordinance, and is exempt from the licensing requirements of the Minnesota Charitable Gambling Control Board.

We have investigated the applicants and have not found any facts which would constitute a basis for denial of this application, under the provisions of the City's Gambling Ordinance.

RECOMMENDATION

Recommend that the City Council approve the single-occasion gambling permit application for the Mississippi River Valley Beyond the Yellow Ribbon.

Respectfully,

A handwritten signature in black ink, appearing to read 'BP', is written over a horizontal line.

Brad Petersen, Deputy Director of Public Safety



City Council Action Request

7.I.

Meeting Date 11/5/2025

Department Community Development

Agenda Category Action Item

Title Approval of Rental Licenses

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: October 29, 2025

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of the rental license fee, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

The properties listed in the attached table have completed the licensing process and are ready to have their licenses issued following Council approval.

Recommendation

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

2025 RENTAL LICENSES
CITY COUNCIL APPROVAL - NOVEMBER 5, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002883	7019	Homestead Avenue South	Minnesota Prime Real Estate LLC
RENT-002884	8851	Ironwood Avenue South	Minnesota Prime Real Estate LLC
RENT-002886	8465	79th Street South	Irabor, Stephen
RENT-002887	6714	92nd Bay South	Unique Home Rentals LLC.
RENT-002896	7150	Jorgensen Lane South	Xiong Chue Thao
RENT-002912	10269	Goodview Circle South	Ekundina, Bose



City Council Action Request

7.J.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Deputy Public Works Director/Utilities — Chad Donnelly		
Staff Recommendation	Approve the appointment of Chad Donnelly as Deputy Public Works Director - Utilities, at grade X01, step 6. The start date will be effective as soon as possible.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Dep PW Director</td></tr></table>	1.	Memo - Dep PW Director
1.	Memo - Dep PW Director		

Memo

TO: Honorable Mayor and City Council

FROM: Joe Fischbach, Human Resources Manager

DATE: October 30, 2025

SUBJECT: Deputy Public Works Director- Utilities Hiring Memo

Background

On September 23rd, 2025, staff posted the Deputy Public Works Director- Utilities position. This is a new position within the organization. With this position being filled, the Utilities Superintendent is proposed to be left vacant for the next year. Paul Sponholz, Ryan Burfeind and Joe Fischbach interviewed three qualified candidates on October 16th, 2025. After that interview, Chad Donnelly was selected to continue in the hiring process. On October 23rd, 2025, Chad toured the Engineering and Utilities facility and met with Engineering and Public Works staff. Staff was impressed with Chad's work experience.

Chad has been the Staff Supervisor and Water Plant Manager with the City of Richfield since February 2022. His responsibilities include CIP planning, budgeting and utility rate forecasting, management of operations and maintenance and cybersecurity of the SCADA system. He worked as a Professional Engineer with the City of Minneapolis from 2014 to 2022, focusing on water distribution and treatment plant projects. He is also active with Engineers Without Borders. He is a licensed Professional Engineer (Civil) through the State of Minnesota. He has his Water Supply System Operator Class B and Wastewater Operator Class SC licenses through the State as well. He has his bachelor's degree in civil engineering from North Dakota State University.

Staff is recommending that Chad be appointed to the position of Deputy Public Works Director- Utilities by the City Council.

Action Requested

Approve appointing Chad Donnelly as Deputy Public Works Director- Utilities, at grade X01, step 6. The start date will be effective as soon as possible.



City Council Action Request

7.K.

Meeting Date	11/5/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	Coordinated Mental Health Response Agreement Amendment				
Staff Recommendation	1) Authorize utilizing the Opioid Settlement to fund Cottage Grove's 2026 portion of the Coordinated Mental Response Agreement. 2) Authorize the agreement amendment between the City of Cottage Grove and Washington County Community Services for Coordinated Mental Health Response.				
Budget Implication	Approved in the 2026 preliminary budget with opioid fund (\$73,509.00)				
Attachments	<table><tr><td>1.</td><td>Council Memo to Approve CoResponder Amendment Oct 27 2025</td></tr><tr><td>2.</td><td>Cottage Grove Amendment 1</td></tr></table>	1.	Council Memo to Approve CoResponder Amendment Oct 27 2025	2.	Cottage Grove Amendment 1
1.	Council Memo to Approve CoResponder Amendment Oct 27 2025				
2.	Cottage Grove Amendment 1				



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

From: Peter J Koerner, Director of Public Safety

Date: October 27, 2025

Subject: **COORDINATED MENTAL HEALTH RESPONSE AGREEMENT/AMENDMENT**

Introduction

In 2020, the Washington County Coordinated Response Team (CRT) was established to connect people in crisis with the care they need, helping to significantly reduce mental health crisis-related arrests and repeat calls for service. Currently, detectives and social workers are paired and join in a collaborative approach to address mental health calls for aid.

In partnership with Washington County Community Services, the initial year of this position had a cost split of 75% County/25% City. The second year onward, the position would shift to a 50/50 split, with an additional supervisor added in 2025, covered by an administrative charge. Washington County proposed an amendment that extends the term of the agreement through December 31, 2026 and includes a 7% increase for wage rates, overhead adjustments, and the administrative charge for the additional supervisor. This amendment would cover the 2026 fiscal year, and the contract would need to be renewed again in 2027. Attached in figure two is the requested amended changes the county is looking for us to agree to.

Figure 1.

CLINICAL SOCIAL WORKER

1.0 FTE Co-Response Clinical Social Worker	10/21/24-12/31/24 Wages/ Benefits Admin/Operation Cost	1/1/25-9/30/25 Wages/ Benefits Admin/Operation Cost	10/1/25-12/31/25 Wages/ Benefits Admin/Operation Cost
Law Enforcement Portion	(25%) \$8,587.50	(25%) \$25,762.50	(50%) \$17,175
Community Services Portion	(75%) 25,762.50	(75%) \$77, 287.50	(50%) \$17,175
Total	\$34,350	\$103,050	\$34,350
	2024	2025	
CG Responsibility	\$8,587.50	\$42,937.50	
Calendar Year Total	\$34,350	\$137,400	

The total compensation as of January 1, 2026 to December 31, 2026 is detailed below in Figure 2:

Figure 2.

1.0 FTE Co-Response Team Embedded Clinical Social Worker	2026 Wages/Benefits/Admin Costs includes 7% increase for wage rates and overhead adjustments
Law Enforcement Portion	(50%) \$73,509
Community Services Portion	(50%) \$73,509
CG Responsibility	(50%) \$73,509
Calendar Year Total	\$147,018

We will be able to fund our portion 100% for the remainder of 2025 and 2026 using opioid settlement funding. Depending on County funding, we may have to budget the difference beginning in 2027.

The agreement was reviewed by our City Attorney Kori Land and suggested revisions were made and agreed upon. The Washington County Attorney has also approved. Upon approval, the agreement will be signed by the County Board. The proposed amendment is attached to this memo.

Recommendation

- 1) Authorize utilizing the Opioid Settlement to fund Cottage Grove's 2026 portion of the Coordinated Mental Response Agreement.
- 2) Authorize the agreement amendment between the City of Cottage Grove and Washington County Community Services for Coordinated Mental Health Response.

AMENDMENT NO. 1
FOR AGREEMENT NO. 16883 BETWEEN THE CITY OF COTTAGE GROVE AND WASHINGTON COUNTY
FOR THE COORDINATED MENTAL HEALTH RESPONSE

This Amendment No. 1 is entered into by and between Washington County and The City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016, in order to amend Agreement No. 16883 dated October 21, 2024, thereto as follows:

1. Page 1, Item II., Term of Agreement, is deleted and restated to read:
 “The term of this Agreement shall be from October 21, 2024 to December 31, 2026, unless earlier terminated as provided in this Agreement.”
2. Page 4, Section 5(a), Funding, is deleted and restated to read:
 “Funding of Personnel. The CITY shall pay the COUNTY fifty percent (50%) of the total compensations, administrations, and operations for the Coordinated Response Program. The term “total compensation” includes salary, benefits, and overhead as those exist on the Effective Date and as modified from time to time, during the term of this Agreement.

These amounts shall be annually adjusted to take into consideration wage rates and overhead adjustments for Community Services Department’s services implemented by the COUNTY. Annual increases in wage rates shall be reflected in invoicing.

The total compensation as of the Effective Date of this Agreement is detailed below in Figure 1:

Figure 1.

CLINICAL SOCIAL WORKER

1.0 FTE Co-Response Clinical Social Worker	10/21/24-12/31/24 Wages/ Benefits Admin/Operation Cost	1/1/25-9/30/25 Wages/ Benefits Admin/Operation Cost	10/1/25-12/31/25 Wages/ Benefits Admin/Operation Cost
Law Enforcement Portion	(25%) \$8,587.50	(25%) \$25,762.50	(50%) \$17,175
Community Services Portion	(75%) 25,762.50	(75%) \$77, 287.50	(50%) \$17,175
Total	\$34,350	\$103,050	\$34,350
	2024	2025	2025
Calendar Year Total	\$137,400		\$34,350

The total compensation as of January 1, 2026 to December 31, 2026 is detailed below in Figure 2:

Figure 2.

1.0 FTE Co-Response Team Embedded Clinical Social Worker	2026 Wages/Benefits/Admin Costs includes 7% increase for wage rates and overhead adjustments
Law Enforcement Portion	(50%) \$73,509
Community Services Portion	(50%) \$73,509
Total	\$147,018

All other terms and conditions of Agreement No. 16883 not expressly amended herein remain in full force and effect.

CITY OF COTTAGE GROVE

Mayor Date

City Clerk Date

WASHINGTON COUNTY, MINNESOTA

Director, Community Services Date

Approved as to form:

Assistant County Attorney Date



City Council Action Request

7.L.

Meeting Date	11/5/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	Companion Animal Care & Control Impounding Services Agreement				
Staff Recommendation	Approve the Agreement for Professional Services for Impound Housing Services 2026 between Companion Animal Care & Control (CACC) and City of Cottage Grove.				
Budget Implication	Impounding Services in 2026 preliminary budget.				
Attachments	<table><tr><td>1.</td><td>Animal Impound Memo to Council Companion Animal Care & Control Nov 2025</td></tr><tr><td>2.</td><td>2026 MN CACC Agreement</td></tr></table>	1.	Animal Impound Memo to Council Companion Animal Care & Control Nov 2025	2.	2026 MN CACC Agreement
1.	Animal Impound Memo to Council Companion Animal Care & Control Nov 2025				
2.	2026 MN CACC Agreement				



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

From: Peter J Koerner, Director of Public Safety
Brad Petersen, Deputy Director of Public Safety

Date: October 27, 2025

Subject: **COMPANION ANIMAL CONTROL IMPOUNDING SERVICES AGREEMENT**

Since 2013, The City of Cottage Grove has had an agreement with the Animal Humane Society (AHS) in Woodbury for animal impounds. Recently, we received written notification from the AHS that they will end their impound services for municipalities. While the AHS won't be offering impound services, they will continue to accept strays found by members of the public, provide low-cost veterinary care for the community, and partner with law enforcement to investigate and prosecute animal cruelty cases at no charge to the municipality. Cottage Grove Public Safety feels strongly that we need to maintain a level of service for the impound of stray animals.

The police department has been exploring options for impound services to replace the AHS. Local animal hospitals are not interested in providing impound services. Some animal boarding businesses were considered but are not feasible at this time.

Companion Animal Care & Control (CACC) is currently providing impound services to 41 municipalities. CACC will be accepting a limited number of contracts for impound services in 2026. CACC is providing this invitation to all current AHS partner municipalities. CACC is our best option at this time.

CACC's new facility in Oakdale located at 1480 Helmo Ave N. opened October 2025. Unlike AHS, CACC is not a public shelter and does not accept stray animals from outside of our contracted jurisdictions. CACC has capacity for up to 50 dogs and 25 cats. As a dual-service facility, it serves two distinct roles:

- For the public: offering premium dog daycare, boarding, spa services, and event hosting.
- For municipalities: serving as the dedicated home base for Companion Animal Care & Control, providing safe and Fear Free Certified housing for animals under our municipal contracts with the intent to reunite animals with their owners or secure placement for unclaimed animals with local 501c3 rescue partners.

To guarantee space, the municipal contracts include a monthly impound retainer based on the human population of the jurisdiction. This monthly retainer keeps kennel space open for our jurisdiction instead of kennel runs being open for public boarding.

As an offset for costs, their per-animal fees are lower than AHS' current contract rates, while eliminating many of the surcharges that AHS applies. This makes our total cost of service both more predictable and cost-effective.

Per-Animal Fees (Comparison to AHS)

Service Type	CACC	AHS
Standard stray hold (not reclaimed)	\$200	\$232
Small animals (rabbits, guinea pigs, birds)	\$50	\$53
Rabies/mandated quarantine (10-day)	\$500 (owner pays up front, city only if unpaid)	\$649 (city billed regardless) + \$65/day after 10 days
Dangerous/Potentially Dangerous dogs	No surcharge	\$77/day surcharge
Administrative processing fee	No charge	\$27/animal
DOA (cadaver intake)	\$75	\$77
Medically stabilize/euthanize	Up to \$150	No charge

City Attorney Kori Land reviewed and approved the agreement between the City of Cottage Grove and Companion Animal Care & Control (CACC).

RECOMMENDATIONS

Approve the Agreement for Professional Services for Impound Housing Services 2026 between Companion Animal Care & Control (CACC) and City of Cottage Grove.

Agreement for Services
Companion Animal Control LLC & Companion Animal Care LLC
DBA Companion Animal Care & Control at
The Companion Animal Center 1480 Helmo Ave North Oakdale, MN 55128
And
_____City of Cottage Grove_____
<Municipality>

Scope of Services – IMPOUND BOARDING ONLY

Under this agreement, Companion Animal Care & Control (CACC):

1. Animal Intake & Housing

- a) Provides housing for stray or abandoned animals delivered by law enforcement officers.
- b) May accept animals dropped off by citizens, provided CACC verifies the animal was found within the jurisdiction and space permits.
- c) Provides housing and care compliant with licensing by the Minnesota Board of Animal Health.
- d) Maintains animals for the required MN holding period by intake type, or until owner reclaim.

2. Disposition & Live Outcomes

- a) Retains sole authority for disposition of animals not reclaimed after the holding period.
- b) Evaluates all animals during the holding period for appropriate live outcomes, including private adoption, rescue transfer, or other placement, while prioritizing public safety.
- c) Provides humane euthanasia when deemed necessary, performed by a licensed veterinarian.
- d) May place animals in foster homes during the hold period to ensure welfare when medically or behaviorally appropriate.
- e) May accept owner-surrendered animals (not stray/at-large) at no cost to the municipality.

3. Ownership & Release

- a) May require proof of ownership and compliance with applicable laws prior to release of any animal.
- b) Impound, boarding and care fees are the responsibility of the owner; failure to comply results in abandonment. CACC retains sole discretion to return animals directly to owners or caretakers, including the ability to waive fees.
- c) Is not responsible for collecting municipal fees from owners.

4. Health, Safety & Medical Care

- a) Provides rabies quarantine and diagnostic services for dogs, cats, or ferrets that have bitten a person, as required by Minnesota law.
- b) May relinquish severely injured animals to a veterinary clinic or approved 501(c)(3) rescue when immediate care is required. In such cases, expenses are the responsibility of the owner if located; recovery of expenses and return of the animal is managed by the treating clinic or rescue. CACC is not responsible for outcomes, including euthanasia.
- c) CACC is not responsible for sick or injured animals outside hours of operation at the Companion Animal Center, law enforcement must medically be stabilized by seeking care at a veterinary clinic before such an animal can be impounded.

5. Operational & Policy Framework

- a) Requires LEOs to contact CACC for guidance prior to impounding seized animals that are not stray or abandoned; housing for these cases (hoarding, seizures, etc.) is not guaranteed.
- b) Will not accept un-handleable feral cats, except for bite quarantines or injured animals with prior approval.
- c) Shall not be mandated to provide services that contradict CACC's mission or philosophy of animal welfare.
- d) Makes CACC policies available to the municipality upon request.
- e) Posts all stray/at-large animals impounded on www.companionanimalcontro.com.

Fee Schedule – IMPOUND BOARDING ONLY

Monthly Retainer Pricing by Human Population

Human Population	Retainer
A: <1,000	\$25
B: 1,001–2,000	\$50
C: 2,001–3,000	\$100
D: 3,001–5,000	\$150
E: 5,001–10,000	\$200
F: 10,001–20,000	\$250
G: 20,001–50,000	\$300
H: 50,001+	\$400

Per Animal Fee Schedule:

- Standard stray/seized/abandoned animal (not reclaimed): \$200 per dog or cat
- Other small domestic animals (rabbits, guinea pigs, birds, etc.): \$50 each
- Reclaimed animals: no housing fee charged to the municipality (owner pays directly)
- Litters of puppies or kittens under 8 weeks: count as one animal fee, not per individual
- DOA (deceased on arrival): \$75
- Medical stabilization or euthanasia (when necessary): up to \$150
- Rabies/bite quarantine (10-day, unclaimed stray): \$50 per day, billed to the municipality
- Rabies/bite quarantine (if owner known at intake): owner pays full fee upfront; municipality not charged unless owner is unable to pay and quarantine is required. If owner does not pay, animal is relinquished.

Scope of Services – RESERVE ANIMAL CONTROL

The purpose of the Reserve Animal Control agreement is to provide **occasional, as-needed support to law enforcement and municipal officials**, most often in situations involving dangerous dogs, hard-to-capture animals, or concerns related to animal neglect and welfare. This service is designed to **supplement, not replace, a jurisdiction's primary law enforcement response**. As this service is also in addition to the impound service, the fees listed below are in addition to the impound fees.

Under this agreement, Companion Animal Care & Control (CACC):

1. Call Response & Animal Handling

- a) Responds **only when requested** by law enforcement or municipal officials to transport dogs and cats for impoundment at the Companion Animal Center when public safety is at risk.
- b) Refers stray pickup calls received directly from the public back to the municipality for standard response and transport.

- c) Provides capture and transport of contained dogs and cats, and evaluates requests for other animal species on a case-by-case basis in coordination with law enforcement.
- d) Ends call response if the rightful owner is identified or a response is cancelled, with service fees still applicable. CACC is not responsible for collecting ownership information provided by a finder.

2. Operations & Availability

- a) Supplies all necessary equipment to perform contracted services.
- b) Remains available for call response at all times, however generally responding only to urgent or high-priority cases.

3. Records & Municipal Support

- a) Maintains accurate records of its activities and makes them available to the municipality upon request.
- b) Assists municipalities in interpreting and refining animal ordinances or procedures to promote humane treatment and public safety.

Fee Schedule – RESERVE ANIMAL CONTROL

Monthly Retainer Pricing by Human Population

Population	Retainer
A: <1,000	\$25
B: 1,001–2,000	\$40
C: 2,001–3,000	\$50
D: 3,001–5,000	\$75
E: 5,001–20,000	\$100
F: 20,001–50,000	\$125
G: 50,001–50,000	\$150
H: 50,001+	\$200

Call Response/Dispatch Service Fees

- Daytime call response (7:00 a.m. – 7:00 p.m.): \$100 per call
- Overnight call response (7:00 p.m. – 7:00 a.m.): \$175 per call
- Mileage: Round-trip mileage at IRS business rate
- Multiple-animal fee: \$35 per additional animal when two or more animals are involved in the same call (litters under 3 months count as one animal)
- Enforcement duties: \$45 per hour for enforcement-related work, including but not limited to:
 - Court hearings and testimony
 - Animal welfare checks
 - Kennel inspections
 - Bite and dangerous dog investigations
 - Seizure of animals
 - Cruelty/neglect case processing
 - Other enforcement activities as required
- Holiday response surcharge: \$80 per call

Scope of Services – FULL-SERVICE ANIMAL CONTROL

The purpose of the Full-Service Animal Control agreement is to **relieve law enforcement of the day-to-day responsibility of stray animal pickup** and to provide direct enforcement of animal-related laws. CACC collaborates closely with law enforcement on investigations involving **animal cruelty, neglect, abandonment, outdoor housing, and related issues**. Provides extensive support and **handling of potentially dangerous & dangerous dog cases**, alleviating officers from these cases beyond their initial response and incident report. This approach allows officers to focus on public safety while ensuring animals are managed professionally, humanely, and in compliance with municipal ordinances and state statutes. As this service is also in addition to the impound service, the fees listed below are in addition to the impound fees.

Under this agreement, Companion Animal Care & Control (CACC):

1. Call Response & Animal Handling

- a) Responds directly to requests from law enforcement, municipal officials, and members of the public to investigate and address animal-related complaints.
- b) Provides capture, collection, and transport of stray or contained dogs and cats, and evaluates response needs for other animal species on a case-by-case basis in coordination with law enforcement.

2. Operations & Enforcement

- a) Supplies all equipment necessary to carry out contracted services.
- b) Works alongside municipal law enforcement to enforce ordinances, issue citations, and ensure compliance with animal-related laws.
- c) Maintains 24/7 availability for call response, including nights and holidays.

3. Records & Municipal Support

- a) Documents all activities with accurate records and makes them available to the municipality upon request.
- b) Assists municipalities in the preparation and interpretation of animal ordinances and procedures to promote humane treatment and public safety.

4. Management of Potentially Dangerous & Dangerous Dogs (PDD/DD)

CACC provides centralized administration, enforcement, and compliance management of Minnesota's Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) statutes, as codified under Minn. Stat. §§ 347.50–347.565. These services are available to jurisdictions with a Full-Service Animal Control agreement and include, but are not limited to:

- a) Officer Support & Consultation – Real-time consultation during bite investigations, including statutory interpretation and investigative guidance.
- b) Incident Report Review & Classification – Review of all bite reports to determine classification: No Action, PDD, or DD.
- c) Review of Bite Procedures & Quarantine Forms – Evaluation of current forms and protocols for alignment with statutory requirements.
- d) Ordinance & Statutory Compliance Review – Cross-referencing ordinances with state law to ensure compliance.
- e) Property History & Case Review – Review of historical incidents and enforcement actions tied to owners or addresses.
- f) Owner Notification & Documentation – Drafting and mailing of legally compliant declaration letters, including rights, responsibilities, and appeal procedures.
- g) Digital Compliance Management – Airtable-based system for submission and monitoring of required owner documentation (e.g., rabies vaccination, microchip, insurance, muzzle, secure enclosure).
- h) Declaration Records Management – Centralized tracking of declarations, renewals, expirations, and appeals; preparation for integration with statewide registry requirements.
- i) Public Education & Resource Distribution – Providing owner education regarding responsibilities, aggression prevention, and resources for bite victims.
- j) Public Safety Mapping – Development of an interactive online mapping tool displaying generalized locations and compliance status of declared dogs.
- k) Hearing Officer & Due Process Support – Serving as a neutral hearing officer for appeals to ensure fairness and due process.
- l) Annual Reporting – Providing annual reports by jurisdiction, including declarations, compliance rates, and policy recommendations.

- m) Legislative Monitoring & Readiness – Ongoing monitoring of state legislation with guidance on implementation requirements.

Fee Schedule– FULL-SERVICE ANIMAL CONTROL

Monthly Retainer Pricing by Human Population

Population	Retainer
A: <1,000	\$25
B: 1,001–2,000	\$50
C: 2,001–3,000	\$100
D: 3,001–5,000	\$150
E: 5,001–10,000	\$200
F: 10,001–20,000	\$300
G: 20,001–50,000	\$350
H: >50,001	\$400

Call Response/Dispatch Service Fees

- Daytime call response (7:00 a.m. – 7:00 p.m.): \$100 per call
- Overnight call response (7:00 p.m. – 7:00 a.m.): \$175 per call
- Mileage: Round-trip mileage billed in accordance with the current IRS business rate
- Multiple-animal fee: \$35 per additional animal when two or more animals are involved in the same call (litters under 3 months count as one animal)
- Enforcement duties: \$45 per hour for enforcement-related work, including but not limited to:
 - Court hearings and testimony
 - Animal welfare checks
 - Kennel inspections
 - Bite and dangerous dog investigations
 - Seizure of animals
 - Cruelty/neglect case processing
 - Other enforcement activities as required
- Holiday response surcharge: \$80 per call

Potentially Dangerous & Dangerous Dog Declarations:

- **Per-Case Owner Fees** – Charged directly to owners of declared dogs.
 - No Declaration Issued: \$0 (case review and officer support covered by retainer)
 - Potentially Dangerous Dog Declaration: \$150 per dog
 - Dangerous Dog Declaration: \$500 per dog

Municipality Agrees To *(applies to all service options)*

1. Law Enforcement & Animal Intake

- a) Ensure law enforcement officers (LEOs) follow Companion Animal Care’s established drop-off procedures, including animal housing and paperwork requirements
- b) Allow Companion Animal Care to provide training for LEOs on drop-off procedures and paperwork

2. Billing & Payments

- a) Accept invoices sent via email during the first week of each month
- b) Submit payment within 30 days of invoice date
- c) Raise any billing disputes within 10 days of receipt
- d) Recognize that invoices will include: case number, date, time, call location, animal details, mileage, fee details, animal outcome (if hold completed), and relevant case notes

3. Ordinance & Statutory Compliance

- a) Adhere to all applicable state laws and local ordinances relating to animals
- b) Ensure municipal ordinances are not contradictory to this agreement or to Minnesota Statutes
- c) Align municipal holding periods with the minimum holding periods required by Minnesota State Statutes

4. Community & Governance

- a) Remain available to community members to address concerns related to the actions of law enforcement officers or municipal policies, procedures, and requirements
- b) Provide Companion Animal Control with timely notice if any animal-related topic is added to a City Council Meeting agenda

5. Public Communication

- a) Post the Companion Animal Control website link and phone number on the municipality's website

6. Documentation & Records

Provide Companion Animal Control with the following documentation, if applicable based on municipal ordinances:

- a) List of existing animal licenses
- b) List of existing kennel permits

Insurance Requirements

Companion Animal Care LLC & Companion Animal Control LLC shall procure and maintain, at its expense, general liability insurance coverage in the amounts listed below and shall provide to Municipality a Certificate of Insurance as evidence that the coverages are in full force and effect.:

- a) General Aggregate: \$2,000,000
- b) Products and Completed Operations \$2,000,000
- c) Each Occurrence: \$1,000,000
- d) Personal and Advertising Injury: \$1,000,000
- e) Damage to Premises: \$100,000

Indemnification

- a) To the fullest extent permitted by law, Companion Animal Care agrees to defend and indemnify Municipality, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of Companion Animal Care, Companion Animal Care's sub, Companion Animal Control(s), or anyone directly or indirectly employed or hired by Companion Animal Care, or anyone for whose acts Companion Animal Care may be liable. Companion Animal Care agrees this indemnity obligation shall survive the completion or termination of this agreement.
- b) To the fullest extent permitted by law, Companion Animal Control agrees to defend and indemnify Municipality, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of Companion Animal Control, Companion Animal Control's sub, Companion Animal Control(s), or anyone directly or indirectly employed or hired by Companion Animal Control, or anyone for whose acts Companion Animal Control may be liable. Companion Animal Control agrees this indemnity obligation shall survive the completion or termination of this agreement.
- c) To the fullest extent permitted by law, Municipality agrees to defend and indemnify Companion Animal Control, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of Municipality, or anyone directly or indirectly employed or hired by Municipality, or anyone for whose acts Municipality may be liable. Municipality agrees this indemnity obligation shall survive the completion or termination of this agreement.

Term

- a) This Contract shall become effective upon its execution by both parties and continue annually, subject to termination upon 30-day advance written notification of termination by either party. Fees will be evaluated by Companion Animal Control on an annual basis for cost-of-living adjustments

up to 10%, any adjustments will be communicated in writing to Municipality. No amendment or modification of this agreement shall be effective unless made in writing and signed by both parties. All provisions of this contract relating to insurance, indemnity and compliance with the State Data Practices act shall survive termination to the full extent needed for the protection of the Municipality, Companion Animal Control and Companion Animal Care.

- b) If requested by either party at any time a contractual review shall be completed for the purpose of determining the effectiveness of the program, review costs and to implement improvement measures.

Service Selection

The Municipality hereby selects the following level of contract services with Companion Animal Care & Control (CACC). **Please check one option:**

☐ **Impound Boarding Only**

This agreement is made pursuant to the authority granted to municipalities under Minn. Stat. § 412.221, subd. 21 (municipal power to regulate animals and establish pounds), Minn. Stat. § 35.71 (authority to establish and regulate animal pounds)

☐ **Reserve Animal Control + Impound Boarding**

This agreement is made pursuant to the authority granted to municipalities under Minn. Stat. § 412.221, subd. 21 (municipal power to regulate animals and establish pounds), Minn. Stat. § 35.71 (authority to establish and regulate animal pounds). By this agreement, the Municipality also designates Companion Animal Care & Control (CACC) as its Animal Control Authority for the purposes of Minn. Stat. §§ 347.50–347.565 and other applicable Minnesota Statutes, with all powers and duties therein.

☐ **Full-Service Animal Control + Impound Boarding**

This agreement is made pursuant to the authority granted to municipalities under Minn. Stat. § 412.221, subd. 21 (municipal power to regulate animals and establish pounds), Minn. Stat. § 35.71 (authority to establish and regulate animal pounds). By this agreement, the Municipality also designates Companion Animal Care & Control (CACC) as its Animal Control Authority for the purposes of Minn. Stat. §§ 347.50–347.565 and other applicable Minnesota Statutes, with all powers and duties therein.

This agreement is entered into on the 5th day of November, 2025 by



Brittany Harmon, Owner & Operator
CACC

Mayor

City Clerk



City Council Action Request

7.M.

Meeting Date 11/5/2025

Department Public Safety

Agenda Category Action Item

Title Fire Cadet Agreement

Staff Recommendation Authorize the Fire Cadet Agreement between the City of Cottage Grove and Leah Panagiotopoulos.

Budget Implication Approved in 2025 City Budget

Attachments

1.	Fire Cadet Agreement Council Memo (LP) 10.29.25
2.	Fire Cadet agreement (Cottage Grove) LP 10.28.25 signed



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

From: Peter J Koerner, Director of Public Safety

Date: October 29, 2025

Subject: **FIRE CADET AGREEMENT**

INTRODUCTION/BACKGROUND

For the 2025 budget year, the City Council approved the Fire Department to add a Fire Cadet position. The cadet position was highly sought after with over 80 applicants. After dozens of interviews over three rounds, Leah Panagiotopoulos was selected to fill the department's first full-time Fire Cadet role.

The Cottage Grove Fire Department Fire Cadet program will offer full-time employment to those that are hired in the program. This allows for a great experience and rapid development of the many skills required to be a fire and EMS professional. The Cottage Grove Fire Cadet program is unique to other cities in which it will offer benefits and a living wage.

Cadets will receive a holistic training curriculum that focuses on the many missions of the fire department. As the cadets gain experience and obtains entry level certifications, cadets will be involved in community risk reduction activities and will support daily department operations. The cadets will also receive emergency response observation experiences while gaining necessary certifications that build into the ability to respond to calls as an additional member of a fire or EMS crew under the mentorship of a senior firefighter.

Cadets will serve for up to a three-year period. The goal is to hire successful Cadets as full-time Firefighters (based on position openings.) Fire Cadets that complete the cadet program will have a positive and holistic view of the fire and emergency services with passion to serve the Cottage Grove Community.

The Fire Cadet agreement was drafted to support the goals of the program. The agreement is to limit the program to three years to support the vision of the cadet program as an entry to becoming a professional firefighter. The agreement also has a cost recovery structure for training costs if the cadet is terminated or resigns prior to completing service timelines. The agreement is structured in a similar manner to the Community Service Officer/Cadet Law Enforcement Agreement. The Fire Cadet agreement has been reviewed by the City Attorney and approved.

RECOMMENDATION

Authorize the Fire Cadet Agreement between the City of Cottage Grove and Leah Panagiotopoulos.

CITY OF COTTAGE GROVE

DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION

FIRE CADET

This Fire Cadet Program Agreement ("Agreement") is entered into by and between the City of Cottage Grove (hereinafter "CITY") and Leah Panagiotopoulos (hereinafter "Employee").

RECITALS

WHEREAS, Employee has been offered employment by the City of Cottage Grove as a full-time Fire Cadet (32 hours per week average) with the understanding that he/she will complete certain specialty training and educational requirements in order to become a Minnesota licensed Firefighter, and Minnesota certified Emergency Medical Technician ("EMT") and obtain national registration; 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, Firefighter, enabling the CITY to recover some of the benefit of the investment in the Employee's specialty training and certification; and

WHEREAS, Employee must obtain a Minnesota Firefighter License, national registration, and Minnesota EMT certification; and

WHEREAS, CITY and Employee recognize that this Agreement is not intended to constitute a guarantee of continued employment with the CITY after their Fire Cadet period has concluded; 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 license.

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 Fire Cadet. Employee agrees to pursue and complete the Firefighter and EMT training and

certification program within nine (9) months of the date Employee began his/her employment with the City. The Firefighter training program must be approved by the Minnesota Board of Firefighter Training and Education ("MBFTE") and the EMT program must be approved by the State of Minnesota Office of Emergency Medical Services ("OEMS") and National Registry of Emergency Medical Technicians ("NREMT").

- (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 Firefighter and EMT training and certification programs.
- (3) Employee agrees to obtain Firefighter licensure with the MBFTE within sixty (60) days of eligibility and within nine (9) 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 Fire Cadet with the CITY. The CITY may extend this time requirement based upon availability of approved Firefighter and EMT training and certifications programs.
- (4) Employee agrees to obtain EMT certification with the NREMT and OEMS within sixty (60) days of eligibility and within nine (9) 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 Fire Cadet with the CITY.
- (5) Employee agrees to participate in and pursue the Firefighter and EMT 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.
- (6) Employee agrees to work as a full-time Fire Cadet with the Cottage Grove Fire Department while completing his/her Firefighter and EMT training and certification programs.
- (7) Employee agrees to work as a full-time Fire Cadet for the Cottage Grove Fire Department for a period of one (1) year commencing immediately upon becoming licensed as a Firefighter and obtaining EMT certification. The one (1) year will begin upon completing both required license and certifications for the Fire Cadet position.
- (8) The CITY agrees to employ Employee as a full-time Fire Cadet with the Cottage Grove Fire Department for up to three (3) years from original hire date.

- (9) 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 Firefighter and EMT training and certification program if any of the following occur:
- A. Failure to obtain Firefighter license from the MBFTE within sixty (60) days of completion of the Firefighter training program.
 - B. Failure to obtain EMT certification from NREMT and OEMS within sixty (60) days of completion of the EMT training program.
 - C. Termination from the position of Fire Cadet for poor job performance.
 - D. Conviction of a crime or other activity which would prevent him/her from obtaining and maintaining a Firefighter license and/or EMT certification.
 - E. Failure to complete the Cottage Grove Fire Cadet one-year probationary period, which commences on the date of employment as a full-time Fire Cadet.
 - F. Resignation from the position of Fire Cadet with the Cottage Grove Fire Department prior to completing one (1) year of service in that position after obtaining both a Firefighter license and EMT certification.
- (10) 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 six (6) months of service as a Fire Cadet with the CITY after obtaining Firefighter license and EMT certification.
 - B. 50% reimbursement if termination occurs prior to completing one (1) year of service as a Fire Cadet with the CITY after obtaining Firefighter license and EMT certification.
 - C. No reimbursement is required after Employee has served as a Fire Cadet for one (1) year with the CITY.
 - D. No reimbursement is required if the Employee is hired as a Full-time Firefighter/EMT prior to the completion of the one (1) year service requirement.

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, wages, or Annual Leave pay.

- (11) 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 S
 Cottage Grove, MN 55016
 Attention: Director of Public Safety

Or emailed: PKoerner@cottagegrovemn.gov

If to Employee: Leah Panagiotopoulos
 12800 Ravine Parkway S
 Cottage Grove, MN 55016

Or emailed: leahpuck12@icloud.com

- (12) 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.
- (13) 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.
- (14) 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.

- (15) 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.
- (16) 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.
- (17) All data collected by the CITY pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page is intentionally left blank]

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

Leah Panagiotopoulos
Name

Leah Panagiotopoulos
Signature

10/28/2025
Date



City Council Action Request

7.N.

Meeting Date	11/5/2025		
Department	Public Safety		
Agenda Category	Action Item		
Title	Authorization to Order 2026 Patrol Vehicles		
Staff Recommendation	Authorization to order three 2026 Dodge Durangos in 2025 during the state contract pricing vehicle ordering window.		
Budget Implication	In 2026 Preliminary Budget		
Attachments	<table border="1"><tr><td>1.</td><td>Council Authorization to Order 2026 Squads 10272025</td></tr></table>	1.	Council Authorization to Order 2026 Squads 10272025
1.	Council Authorization to Order 2026 Squads 10272025		



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

From: Peter J Koerner, Director of Public Safety

Date: October 27, 2025

Subject: **AUTHORIZATION TO ORDER 2026 PATROL VEHICLES**

INTRODUCTION/JUSTIFICATION

In 2026 budget preparations, we proposed ordering three patrol squads at \$84,730.00 each, totaling \$254,200.00 in equipment replacement for 2026. The preliminary budget does include the three patrol squads. The department typically orders patrol vehicles through Dodge at a state contracted price. The supply of vehicles that are available by dealerships are sold at a retail pricing, which is thousands of dollars higher than the pricing that we receive under the state contract. Since 2024, Dodge requires a purchase order from a government agency to accompany the vehicle order form when ordering police vehicles. The state contract window for Dodge is now open and it is unknown how long the window will remain open. We are currently requesting authorization to order three 2026 Dodge Durangos on the state contracting price while the window is still open, but we can cancel the order if necessary.

To ensure we pay the lowest available price for the vehicle, it is imperative that we order our vehicles during the state contract pricing ordering window. If we do not place our orders during these windows, we likely would not have the ability to purchase vehicles until the following year, which could potentially throw off our scheduled replacement of the patrol fleet.

RECOMMENDATION

Authorization to order three 2026 Dodge Durangos in 2025 during the state contract pricing vehicle ordering window.



City Council Action Request

7.0.

Meeting Date	11/5/2025				
Department	Public Works				
Agenda Category	Action Item				
Title	Defensive Driving Training Agreement				
Staff Recommendation	Authorize the Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove.				
Budget Implication	\$2,000 split between attending public works & parks maintenance divisions.				
Attachments	<table><tr><td>1.</td><td>Council Memo- Defensive Driving</td></tr><tr><td>2.</td><td>Defensive Driving 10_23_2025</td></tr></table>	1.	Council Memo- Defensive Driving	2.	Defensive Driving 10_23_2025
1.	Council Memo- Defensive Driving				
2.	Defensive Driving 10_23_2025				



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

From: Gavin Hochstetler, Management Analyst

CC: Ryan Burfeind, Public Works Director

Date: November 5, 2025

Subject: Winter Related Defensive Driving Training

Introduction/Background

The City of Cottage Grove has previously attended a Winter Related Defensive Driving Training at Dakota County Technical College as part of its ongoing commitment to safety and risk management. Staff recently worked to renew the agreement from Dakota County Technical College for the Winter Related Defensive Driving Class. The proposed Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove was submitted to both the Office of the Minnesota Attorney General and the City of Cottage Grove Attorney's Office for legal review. Both offices have since reviewed and approved the contract language.

A scheduled date for training of November 26, 2025, has been agreed upon by both Dakota County Technical College and the City of Cottage Grove.

Staff Recommendation

Authorize the Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove.

F.Y. 2025	Cost Center 216-126	Obj. Code	Amount	Vendor #	P.O. #
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STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

Dakota County Technical College (hereafter "COLLEGE/UNIVERSITY") by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities and **City of Cottage Grove Public Works, 8635 W. Point Douglas Rd S, Cottage Grove, MN 55016** (hereafter "PURCHASER") agrees as follows:

- I. DUTIES OF THE COLLEGE/UNIVERSITY: The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service: **Defensive Driving Snow Plow**

Date(s) of Instruction/Activity/Service: **November 26, 2025**

Instructor/Trainer/Consultant: **DCTC**

Location: **DCTC – Truck Driver Training/Driver Training Facility**

Other Provisions: **No Charge for weather related cancellations**

- II. DUTIES OF THE PURCHASER: The PURCHASER agrees to provide:

Drivers and Vehicles for training, 2 drivers per vehicle. PURCHASER shall be solely responsible for the fuel for the Snow Plow vehicles and for their condition. For this training the PURCHASER shall provide 5 Snow plows and a total of 10 operators. The operators will be PURCHASER employees taking this training as part of their job duties with the PURCHASER.

- III. SITE OF INSTRUCTION/ACTIVITY/SERVICE: **DCTC** shall make all of the arrangements, including any payment, for the location to be used for the Instruction/Activity/Service.

- IV. CONSIDERATION AND TERMS OF PAYMENT:

- A. Cost. Cost of Instruction/Activity/Service (total or per hour):
\$200 per operator

Other fees: **N/A**

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at least **seven** days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

- B. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

**Dakota County Technical College
Attn Accounts Receivable
1300 145th Street East
Rosemount, MN 55068-2999**

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT:

- A. PURCHASER'S authorized agent: **Gavin Hochstetler**, ghochstetler@cottagegrovemn.gov
- B. COLLEGE/UNIVERSITY authorized agent:
Bob Trewartha, Director of Customized Training & Continuing Education or other designated agent.

VI TERM OF CONTRACT:

- A. Effective date: **This contract shall commence at 8 AM on November 26, 2025, and terminate at 2:30 PM that same day. Terms of this contract which by their nature should survive termination of this contract shall survive.**
- B. End date:, November 26, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the PURCHASER or the COLLEGE/UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VIII. ASSIGNMENT. Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. To the extent allowed by law, the PURCHASER shall indemnify, save, and hold the COLLEGE/UNIVERSITY, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys' fees incurred by the COLLEGE/UNIVERSITY, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract. The COLLEGE/UNIVERSITY'S liability shall be in conformance with the Minnesota Tort Claims Act, Minnesota statutes section 3.736 and other applicable Minnesota law.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provision of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

XII. GOVERNMENT DATA PRACTICES ACT. The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract.

The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

- XIII. RIGHTS IN ORIGINAL MATERIALS. The Dakota County Technical College shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any sub PURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:

N/A

- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- XV. OTHER PROVISIONS. (Attach additional page(s) if necessary): **Not Applicable**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.
APPROVED:

1. **PURCHASER: Cottage Grove Public Works**
PURCHASER certifies that the appropriate person(s) has executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Dakota County Technical College

By (authorized signature)
Title
Date

By (authorized College/University signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU 003
07/07/03



City Council Action Request

7.P.

Meeting Date	11/5/2025		
Department	IT Department		
Agenda Category	Action Item		
Title	Marco VaaS 365, Teams Phone Managed Services		
Staff Recommendation	Staff recommend approval of the VaaS365 Service agreement with Marco Technologies and approval of additional licensing required for MS Teams Voice.		
Budget Implication	Budget — Professional Services and Capital Outlay through savings in 2025. The VaaS365 agreement removes previous annual support agreements with Marco Technologies and Comcast in the amount of \$12,595.31 and is replaced with the new agreement. Additionally, IT staff will be retiring 5 phone servers with an approximate annualized cost savings of approximately \$5,000 a server (labor, hardware, etc.). * Cost comparison included at end of packet. • VaaS365 SIP services and management services — \$2,032 monthly • MS365 Teams Voice Licensing – \$1,403 monthly • One-time Setup charges — \$11,463 • One-time Hardware (phone and intercom replacement) \$10,240		
Attachments	<table border="1"><tr><td>1.</td><td>CityCouncilVaas365RequestV2</td></tr></table>	1.	CityCouncilVaas365RequestV2
1.	CityCouncilVaas365RequestV2		



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

From: Brian Bluhm, IT Manager

Cc: Brenda Malinowski, Finance Director
Lisa Kalka, System Administrator

Date: October 9, 2025

Subject: Marco VaaS 365, Teams Phone Managed Services

Introduction

The City of Cottage Grove internal phone systems have been in place using the Mitel phone system for over 15 years. Though the phone system has served well for the city, it has not kept pace with newer, more efficient phone systems that allow for more flexibility, less resource overhead and ease of use. In 2024, Cottage Grove IT staff began to investigate alternative voice over internet protocol (VoIP) systems that would serve city staff. It was determined that since city staff relies on Microsoft products for day-to-day processes and procedures, Microsoft Teams Voice would be the best solution.

Voice Provider Comparisons

IT staff solicited quotes for comparison from two primary city approved Information Technology/Voice providers for the transition to Microsoft Teams and migration of the City's legacy phone systems. It was determined that Marco Technologies was the best resource for the transition based on features, pricing and historical experience.

VaaS 365

The City of Cottage Grove has partnered with Marco Technologies as a phone consultant for over 15 years. After researching comparable vendors for voice management expertise, it was determined that continued partnership through Marco's VaaS365 program was the best program. The VaaS 365 program will assist IT staff to move city systems to a more modern MS Teams voice solution. Services included with the program include but are not limited to:

- 24x7x365 monitoring and end-user support
- Telephone number porting and migration of current phone systems
- End-user training
- Administration training
- Rapid resolution (triage and remediation)
- Onsite Support for issues not resolved remotely

Teams Phone Services vs Mitel (Legacy Phone System)

Several items were looked at by Cottage Grove IT staff comparing the differences between Teams Voice and the current Mitel phone system. Customer service and efficiency were the key items looked at in the comparison between the two systems.

- Resource allocation (staff time and hardware resources)
 - Mitel requires 5 on-premises servers to provide phone services. These servers consume IT staff time and hardware resources typical with physical virtualization systems such as power, hardware replacements, security, vulnerability patching, updates, etc.
 - Teams Voice is cloud driven, requiring no on-premises servers and allows for faster remote administrative management by IT staff.
- Customization
 - Mitel has legacy fixed features that require specialized training for software management, network and device management. Features such as voicemail to email are inconsistent. Switching settings at a moment notice to allow for emergency changes require specialized training.
 - Teams Voice allows system administrators to make immediate changes. Since MS Teams is integrated into the Microsoft environment, email, chat, video and other features are fully integrated into Teams Voice. VaaS365 adds expert support 24x7x365 which gives the city round the clock support when needed without adding additional staff.

Budget Implications

Migrating to Teams Voice and Vaas365 with Marco Technologies is a planned migration for the 2026 preliminary budget cycle. One-time setup charges and hardware fit under the 2025 budget cycle for Professional Services and Capital Outlay through savings in 2025. The VaaS365 agreement removes previous annual support agreements with Marco Technologies and Comcast in the amount of \$12,595.31 and replaces it with the new agreement. Additionally, IT staff will be retiring 5 phone servers with an approximate annualized cost of approximately \$5,000 a server (labor, hardware, etc.).

- VaaS365 SIP services and management services - \$2,032 monthly
 - Named user accounts come with a DID, a SIP Trunk and Unlimited Support
 - Supports conference room, common area, breakroom type devices. Can also be used for connection to overhead paging, door phones and other common area devices
 - Resource accounts are for main numbers that need to route to Auto Attendants or Call Queues from external callers.
 - Marco - VaaS - Additional DID - Includes an additional DID or Telephone Number.
- MS365 Teams Voice Licensing – \$1,403 monthly
- One-time Setup charges - \$11,463
- One-time Hardware (phone and intercom replacement) \$10,240

Staff Recommendation

Staff recommend approval of the VaaS365 Service agreement with Marco Technologies and approval of additional licensing required for MS Teams Voice.



VAAS365 EXECUTIVE SUMMARY

Prepared for:

City of Cottage Grove

September 24, 2025

Prepared by:

Samantha Easterday

Solutions Architect

samantha.easterday@marconet.com



**Managed
Services**



**Copiers &
Printers**



**Audio
Visual**



**Business
IT Services**



CURRENT SITUATION

We appreciate the opportunity to present this summary that outlines our VaaS365 Solution. Marco is the largest independently owned technology services provider in the country, servicing over 17,000 customers throughout the upper Midwest, East Coast and nationally. If chosen for this strategic partnership, our commitment is to be your trusted partner.

As an integral part of your organization's critical support team, we will be serving as subject matter experts, working with your core team members through involvement, collaboration, development, and refinement of the following:

- Providing ongoing assistance to you and your team through our dedicated support teams.

BUSINESS VALUE TO YOUR ORGANIZATION

The value of creating this partnership is as follows:

- Allows you to focus on your business, not getting bogged down with technology issues, research, or end-user problems.
- Access to our large bench of technical experts without having to hire and maintain this costly expertise in-house.

MEASUREMENTS OF SUCCESS

Success will be determined by:

- Improvements in internal end-user experience.
- Improved response times resulting in minimal downtime.
- Allowing your team to focus on revenue generating activities vs IT.

METHODOLOGY

The following components will be used to achieve the desired outcomes:

- **Support:** As your team encounters technology related issues, your dedicated remote Support Desk team will be available to help. Your organization will be assigned to our dedicated voice support team. This allows our organizations to best understand company culture, build strong personal relationships and increase efficiency as our teams work more fluently together. You will have the comfort of a small company feel with the peace of mind knowing Marco has a dedicated support team for your needs. When calling Marco's Support Desk, your employees will get a live person 95% of the time. Other options of gaining support are via email, online chat and through our self-service portal.
- **On-Site Support:** Included in our offering is the on-site support component in the event of an issue requiring on-site service. In the event of a system failure, which cannot be handled remotely, our team will respond with on-site service, helping you get your business back online as soon as possible.

We appreciate the opportunity to work with you to make this a successful partnership. Tell me if there are any questions or things, I can do to make this a success.

Thank you,
Samantha Easterday



VaaS365 Investment Overview

Procurement	Pricing is based upon 141 total users. • Additional users will incur a \$12 per user/month uplift
Support Teams	• Rapid resolution (initial triage and remediation) • Cloud voice support team • Field engineering team
Proactive System Administration	• Regular updates
Onsite Support	• Escalation to field services for issues that cannot be remotely resolved
Monitoring	• 24x7x365 monitoring • 24x7x365 end-user support
Training	• End-user training is included (remote) • Administration training is included (remote)
On-Boarding	• Installation of system • Documentation
Monthly Investment	\$2,032.00 month for 36-months. One-time hardware and professional services fee of \$21,702.40. • Above monthly cost includes VaaS managed services. • Microsoft 365 licensing is not included.



September 29, 2025

PROPOSAL FOR

CITY OF COTTAGE GROVE

BRIAN BLUHM

Prepared By:

Stephanie Ward

Senior Technology Advisor

651-634-6164

Stephanie.Ward@marconet.com

Quote Number: 186019



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - Budget VAAS 365 -- CITY OF COTTAGE GROVE



Prepared by:

Marco - Eau Claire

Stephanie Ward

651-634-6164

Stephanie.Ward@marconet.co
m

Prepared for:

CITY OF COTTAGE GROVE

12800 Ravine Parkway

COTTAGE GROVE, MN 55016

BRIAN BLUHM

651.458.2880

bbluhm@cottagegrovemn.gov

Ship To:

CITY OF COTTAGE GROVE

12800 RAVINE PKWY S

COTTAGE GROVE, MN 55016-

6103

BRIAN BLUHM

651.458.2880

bbluhm@cottagegrovemn.gov

Quote Information:

Quote #: 186019

Version: 3

Date Issued: 09/29/2025

Expiration Date: 12/31/2025

Special Pricing Program:

See Quote Notes

Implementation Overview

■ ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

CITY OF COTTAGE GROVE are looking to move to VaaS365 which integrates with Microsoft Teams.

- No paging needed
- No faxing
- Standard timeline
- Network changes will be made by customer
- Approximate 141 users
- Approximate 25 shared devices
- Up to 8 auto attendants and call queues with outside numbers
- 2 hours of user training
- Marco voice engineer will configure 3 Algo door intercom devices for connection to Teams
 - Customer is responsible for mounting and connecting to network
 - This is for voice call only, door entry is not included.
- Two of the common area phones will be configured as hotline phones that will autodial the dispatch center.

■ CLIENT RESPONSIBILITIES

Unless specifically included in the Schedule of Products listed below, the customer is responsible for the following:

Networking:

- CAT5 (or greater) network drops to all handset locations
- Available switch ports and power (either PoE or power outlets) for all connected devices.
- Voice VLANs and required IP Subnets
- LAN and WAN Quality of Service (QoS)
- Working with data circuit provider to ensure proper bandwidth and QoS markings



- DHCP scope
- SSL certificates
- project related DNS entries

Third Party Applications/Devices:

- BYOD (Bring your own Device) phones, paging devices and door access equipment are supported on a best effort basis and approved prior to installation.
- Warranty for BYOD phones, paging devices and door access equipment
- Integration to third party applications are supported on a best effort basis and must be approved prior to installation
- Marco will ensure the handoff to the third party device/application is properly functioning, but Marco support stops beyond that Marco provided connection/device

Number Porting:

- Please do not contact your current service providers to make changes on your account or disconnect services until specified to do so by Marco Project Management
- Verifying numbers for all fax, alarm and security lines - these should not be ported unless you are moving your fax to our/a hosted fax service
- Contact current carrier to remove any PINS, passwords, line and/or PIC/LPIC freezes from all accounts numbers will be ported from
- The customer must have authorized user sign the Letter of Agency for number porting, which must be the approved contact with all current carriers
- Obtain current copy (last 30 days) of all invoices for accounts in which numbers will be ported from (including toll free)
- Obtain a customer service record (CSR) from the accounts of all carriers in which numbers will be ported from (this should list all account information including service addresses).

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES

- Marco will provide the below training services:
 - Project Coordinator led webinar for administrative or knowledge workers for up to two (2) hours done remotely.
 - Phone user guides in digital form.
 - Online access to training videos covering handsets and general features.
- **Every user will receive a direct dial number.**
- **Caller ID will be masked with main number for all users.**
- Inaccurate information or delays in responses will impact the Go-Live Date
- The following tasks and deliverables for our Coordination Team will be considered “in-scope” for the purposes of engagement:
 - **Level 3**
 - Ordering/tracking of product (if applicable)
 - Technical resource assignment
 - Technical resource scheduling
 - Scheduling of internal kick off & customer kick off meetings
 - Project plan / project task list build
 - Digital project communication / project status updates
 - Facilitation of change orders (if applicable)



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

- Project closure

VaaS365 Licensing

Description	Recurring	Qty	Ext. Recurring
VaaS365 Named Users	\$12.00	141	\$1,692.00
Named user accounts come with a DID, a SIP Trunk and Unlimited Support			
Shared Devices			
VaaS365 - Shared Devices	\$10.00	25	\$250.00
Supports conference room, common area, breakroom type devices. Can also be used for connection to overhead paging, door phones and other common area devices.			
Resource Account			
VaaS365 - Resource Account	\$10.00	8	\$80.00
Resource accounts are for main numbers that need to route to Auto Attendants or Call Queues from external callers.			
Additional Items			
Marco - VaaS - Additional DID	\$1.00	10	\$10.00
Includes an additional DID or Telephone Number.			

Subtotal: **\$2,032.00**

Microsoft Hardware

Description	One-Time	Qty	Ext. One-Time
ALGO 8201 POE INTERCOM	\$547.00	3	\$1,641.00
Poly CCX 350 IP Phone - Corded - Corded - Desktop, Wall Mountable - Black - VoIP - 2 x Network (RJ-45) - PoE Ports	\$159.00	50	\$7,950.00
Poly CCX 505 IP Phone - Corded - Corded/Cordless - Wi-Fi, Bluetooth - Desktop, Wall Mountable - Black - 24 x Total Line - VoIP - 5" LCD - IEEE 802.11b/g/n - 2 x Network (RJ-45) - PoE Ports	\$399.95	1	\$399.95
Poly CCX EM60 Expansion Module - For Data Networking, Optical NetworkOptical Fiber	\$248.95	1	\$248.95

Subtotal: **\$10,239.90**



**SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)**

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1 - Progress Billed Monthly	\$13,161.50	1	\$13,161.50
Subtotal:			\$13,161.50

Discounts

Description	One-Time	Qty	Ext. One-Time
One-Time Service Discount	(\$1,699.00)	1	(\$1,699.00)
One time discount for professional services			
Subtotal:			(\$1,699.00)



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)

Quote Summary - One-Time Expenses

Description	Amount	
Microsoft Hardware	\$10,239.90	
Professional Services Labor	\$13,161.50	
Discounts	(\$1,699.00)	
Total:		\$21,702.40

Quote Summary - Expenses

Description	Amount
VaaS365 Licensing	\$2,032.00
Total: \$2,032.00	

Payment Options

Description	Payments	Interval	Amount
Recurring Payments			
36 Months - Monthly Payments	36	Monthly	\$2,032.00
	1	One-Time	\$21,702.40

Summary of Selected Payment Options

Description	Amount
Recurring Payments: 36 Months - Monthly Payments	
Selected Recurring Payment	\$2,032.00



■ Approval

Customer Proprietary Network Information (CPNI):

Provider and Customer acknowledge that Provider has a duty to protect the confidentiality of Customer Proprietary Network Information ("CPNI") in accordance with applicable federal law. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications Services that Customer purchases from Provider, and that is made available to Provider by Customer solely by virtue of the Provider/Customer relationship hereunder. Provider and Customer understand that Provider may access, use and disclose Customer's CPNI as permitted by applicable law, in order to install and provision the Service and market services that are within the same category of services provided herein without Customer's consent. With Customer's consent, Provider may use Customer's CPNI in order to offer Customer the full range of products and services offered by Provider. By signing this Agreement, Customer consents to Provider using Customer CPNI for the purpose of marketing additional services. Customer may refuse CPNI consent by signing this Agreement and providing to Provider written notice of its intent to opt out of granting such consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Provider. Any refusal of consent by Customer will not affect Provider's provision of service to Customer.

Provider and Customer agree that Customer is served by a primary dedicated account representative and thereby qualifies for the Business Customer Exemption from the FCC's CPNI authentication requirements. Provider and Customer agree to be bound by the authentication regime in this paragraph. Specifically, Provider and Customer agree that Provider may provide Customer CPNI to representatives authorized by Customer as designated in applicable Service Orders in connection with Customer-initiated calls pertaining to the purchase of new and/or additional services, billing and collection, trouble reports, and other customer care issues.

If Customer representatives other than those designated by Customer in Service Orders contact Provider to request or modify information regarding Customer's account, Provider will not provide Customer CPNI unless Provider authenticates the caller. If the caller cannot provide information that enables Provider to authenticate the caller, Provider will not provide Customer CPNI to the caller, but will instead call the Customer back at the Customer's telephone number associated with the services provided herein to provide the requested information or mail the requested information to Customer's business address associated with the account for at least 30 days.

Please select an option below*:

Opt In _____ (Marco may use CPNI to market to Customer)

Opt Out _____ (Marco may not use CPNI to market to Customer)

* If No selection is made, an assumption of "OPT IN" is selected on your behalf

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment



Marco Technologies, LLC

Signature: _____
Name: _____
Title: _____
Date: _____

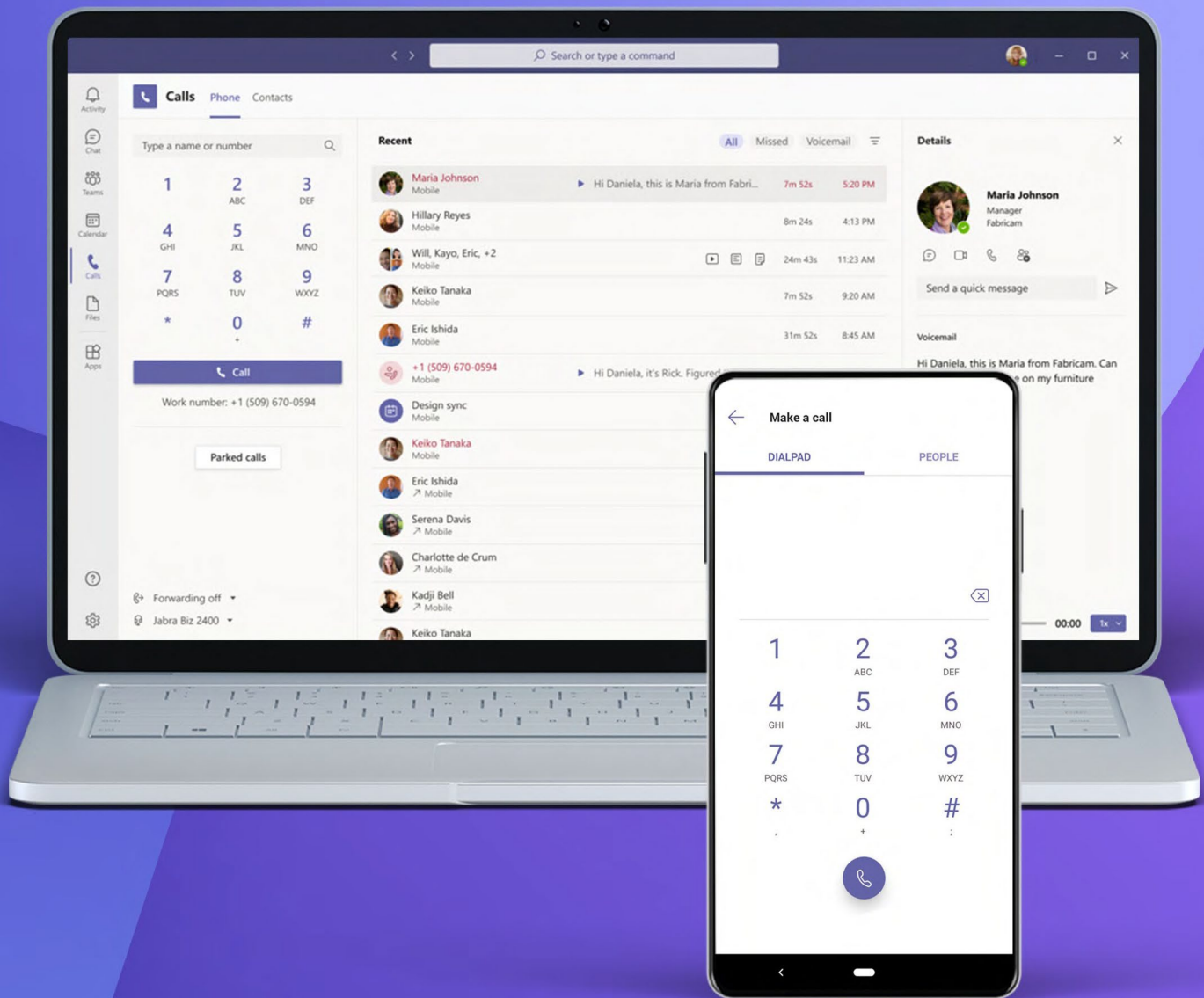
SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

CITY OF COTTAGE GROVE

Prepared for: BRIAN BLUHM
Signature: _____
Signed by: _____
Title: _____
Date: _____
PO Number: _____
Email Address: _____

Microsoft Teams Phone

The smart calling solution for Teams



Chat



Meet



Call



Collaborate

Experience smart communication and seamless collaboration with the only calling solution native to Teams

Learn more

[Teams Phone overview](#) →

[Explore Teams Phone how-to videos](#) →

[Plan your Teams voice solution](#) →

[Teams Phone customer stories](#) →

Teams Phone is the smart way to bring calling into the flow of work, enabling you to make and receive calls, without having to leave Teams or other Microsoft 365 applications.

Whether in-person, remote, or hybrid, Teams Phone connects employees, customers, and partners on a wide range of Teams certified devices for reliable calling wherever work happens.

Teams Phone gives you the flexibility to choose the PSTN connectivity approach that's right for your business, including Microsoft Teams Calling Plans, Direct Routing, Operator Connect, and Teams Phone Mobile – with simplified management through a single admin console.

Flexible and easy to use

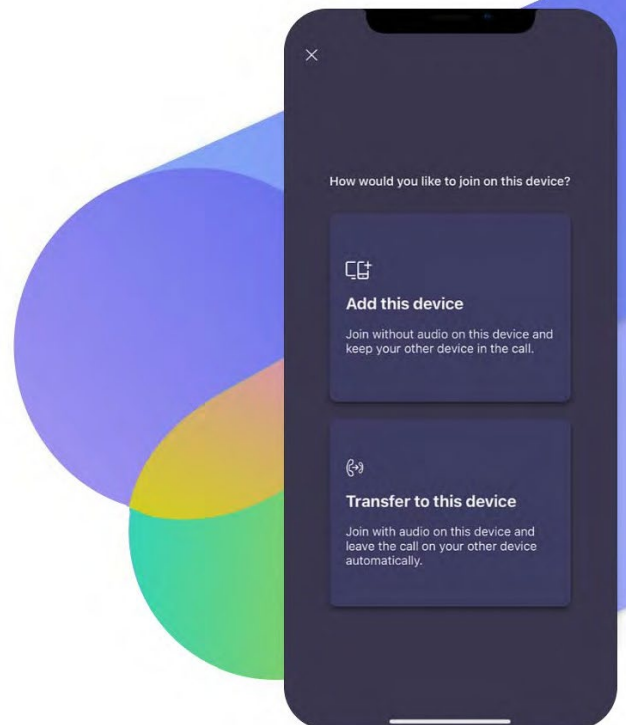
Calling is seamlessly integrated with Microsoft 365 applications, keeping you in the flow of work. Communicate and collaborate effortlessly across devices and spaces on a range of Teams-certified devices that suit varying uses and budgets.

Intelligent and connected

Create meaningful engagements that connect your business, increase productivity, and save employees' time. Auto attendants, call queues, voice-enabled channels, and contact center integrations allow you to efficiently route customer calls, while AI-powered features enable calling that is more personalized and productive.

Secure, reliable, and simple to manage

Save time and enjoy peace of mind with a reliable and secure communications solution that is easy to manage. Deploy, configure, and manage calling from a single admin experience, reducing the burden on your IT team, as well as management costs.





Teams Phone Implementation

Date: 9/19/2025

Prepared For:

City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016-3195
bbluhm@cottagegrovemn.gov
6514582880

Prepared By:

CIT
Brian Olson
Senior Account Executive
Brian.Olson@citsolutions.net
(651) 255-5782
<https://www.citsolutions.net>

Executive Summary

Business Objectives

- The City of Cottage Grove is looking for alternative phone solutions. After having conversations with the City, CIT has pulled together a Teams and Call Tower solution to address their needs.

Intended Outcome/Deliverable

- Assign all necessary licensing, port and request needed DID numbers. configure teams call center queues, auto attendants, common phones and a teams room.
-

Statement of Work

- Kickoff Meeting/Call
- Validate the following configurations to be migrated from Mitel.
 - Auto-attendant configurations.
 - Greetings, IVR, call routing.
 - Hunt groups.
 - Forwarding rules.
 - Shared lines and common area phones.
 - Call queues.
 - Agents, queue logic and overflow settings.
- Calling plans will be provided by Call Tower.
 - Providing operator connect.
- Coordinate porting numbers with Call Tower
 - Port 163 phone numbers to Teams.
 - Request 10 DIDs for remaining common area phones.
- Assign Microsoft Teams phone licenses to 141 Teams Phone system users.
- Create 26 resource accounts for common area phones.
- Assign 26 Microsoft Teams shared device licenses to common area phones
- Assign 16 Teams Premium licenses for call queue users.
- Assign DID's and ported numbers users.
- Configure 911 information for each location.
- Configure 10 auto Attendants
 - Main City line auto attendant will be menu driven to the following auto attendants.
 - Main Public Safety
 - Inspection line
 - Utility Building
 - Public works

- Hero Center
 - Golf Main
 - Fire Dept
- Emergency Operations Center (EOC) (Call Queue)
 - Disabled when not in use.
- Community Service/Reserve Officer Desk
 - Directed to shared voicemail
 - Customer to provide list of users.
- Configure workgroups for the auto attendants.
- Configure Call Queue for EOC in Teams
 - Configure and name auto attendants.
 - Configure menu options to send to voice app.
 - Build resource accounts for queues.
 - Add resource accounts.
 - Assign agents to call queue.
 - Customer will need to provide the list of agents.
 - Configure greetings.
 - Call answering
- Configure 26 Common area shared phones
 - Configure 26 shared devices with Poly CCX 400 phones
 - Ice Arena Front Desk
 - DESK,CSO 6077 Police
 - Room - Booking 3 6093
 - Room - EvidenceEntry 6626
 - Room - Main Lobby
 - Sign Shop 2896 Public Works
 - Room - Hazardous Waste 2861
 - Club House Bar 7219
 - Clubhouse Bar 7220 (Quoted as corded phone)
 - Pro Shop RG 8903
 - Pro shop 8143 (Quoted as corded phone)
 - Pro-Shop desk 1 8142
 - Pro-shop Front Desk 2 8902
 - Pro Shop 8165 GOLF
 - Event Center Office
 - C Range Office 2815
 - Room - Conference A 6601
 - Central FIRE,Fulltime 6695
 - Central FIRE,Fulltime 6696
 - Central FIRE,Fulltime 6697
 - Central FIRE, Fulltime 6698
 - Room - Upstairs Watch Desk 6694
 - Room - Conference rm CF 6603

- Room - Upstairs Watch Desk 6694
- Room - Conference A 6601
- Community Service/Reserve Officer Desk
- Configure 4 ATAs for the callboxes
- Post Project QA Checklist
- Project Closure Meeting/Call.

Project information:

- There has been a list of phone numbers to users and common phones provided.
- Common phones will all have DID's and have been requested for those that do not have current phone numbers.
- There is two supporting documents for this project.



Quote information:
Quote #3529347-1
Prepared on: 9/19/2025
Expires: 10/19/2025
Account Executive: Brian Olson | Brian.Olson@citsolutions.net | (651) 255-5782
<https://www.citsolutions.net>

Proposal Summary

Teams Phone Implementation

Prepared for:
City of Cottage Grove
12800 Ravine Parkway Cottage Grove MN 55016-3195

Ship to:
City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016-3195

One-time costs

Optional	Description	Qty	Unit Price	Price Including Tax
	CIT Services Fixed			\$23,540.00
	Phones			\$11,950.00
N	Poly CCX 400 IP Phone - Corded - Corded - Desktop, Wall Mountable - Black - 24 x Total Line - VoIP - 5" LCD - 2 x Network (RJ-45) - PoE Ports	50	\$239.00	\$11,950.00
Subtotal:				\$35,490.00
Tax:				\$0.00
Total:				\$35,490.00

Notes:

Monthly recurring costs

Optional	Description	Qty	Unit Price	Price Including Tax
	Microsoft 365 Teams Licensing			\$1,352.40
N	Microsoft NCE Microsoft Teams Premium (GCC) Annual Paid Monthly	16	\$10.50	\$168.00
N	Microsoft NCE Microsoft Teams Phone Standard (GCC) Annual Paid Monthly	141	\$8.40	\$1,184.40
N	Microsoft NCE Microsoft Teams Shared Devices (Governmental Community Cloud Pricing) Annual Paid Monthly	26	\$8.40	\$218.40

Monthly Subtotal:	\$1,570.80
Tax:	\$0.00
Total:	\$1,570.80

Notes:

Please note: Items marked with "Y" (Yes) in the optional column are not included in the subtotal, tax, or total calculations.

Acceptance and Incorporation by Reference

This Proposal, together with the terms and conditions set forth in the Master Services Agreement, Service Attachments and all other agreements identified on Exhibit A (the agreements identified on Exhibit A are hereafter collectively referred to as the "Ancillary Agreements") is between Computer Integration Technologies, a Minnesota corporation (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the signature block at the end of this Proposal (sometimes referred to as "You," "Your," or "Client"). Client and Provider expressly agree that the terms and conditions set forth in the Ancillary Agreements are hereby incorporated into this Proposal by reference as if fully set forth herein, regardless of whether Client separately executed any of the Ancillary Agreements. Notwithstanding that certain provisions of the Ancillary Agreements may not facially appear applicable to every transaction or circumstance governed by this Proposal, each such provision shall be interpreted broadly and in context, and shall apply and control to the extent such provision can reasonably be construed to apply to the rights, obligations, or subject matter hereof.

This Proposal shall be effective and shall automatically become a legally binding agreement as of the first date upon which both Provider and Client have signed below (the "Effective Date"). Provider and Client are sometimes referred to separately as a "Party", or collectively as the "Parties." Any capitalized terms in this Proposal not defined herein shall have the meaning provided in any Ancillary Agreement(s) defining such capitalized term. If there is a direct conflict between this Proposal and any term or condition set forth in any of the Ancillary Agreements, the conflicting term or condition in this Proposal shall control. By signing or accepting this Proposal, Client acknowledges, represents, and warrants to Provider that Client has read and agrees to all terms and conditions set forth in the Ancillary Agreements on the Effective Date. The Parties agree that electronic signatures on this Proposal shall be relied upon and shall bind the Parties to the terms and conditions stated or incorporated by reference herein. Each Party hereby warrants and represents that such Party is authorized to execute this Proposal and perform the undertakings set forth or incorporated herein. This Proposal supersedes all prior negotiations, proposals, orders, agreements and communications between the Parties regarding all matters expressly addressed or within the reasonable scope of this Proposal or the Ancillary Agreements.

Client acknowledges and agrees that Provider may, from time to time, revise the terms and conditions of the Ancillary Agreements, provided that any such revision shall be effective only in accordance with applicable law, including prevailing legal standards for enforceable "clickwrap" or equivalent electronic consent mechanisms. Revised terms or conditions shall become binding and effective upon the earlier of: (a) Client's continued use of the applicable products or services following reasonably conspicuous notice and opportunity for Client to review the revised term(s) or condition(s); or (b) Client's affirmative acceptance of the revised term(s) via a click-through or similar method reasonably designed to confirm assent. Provider shall make revised terms reasonably available for Client review which shall indicate the date of last revision. If Client does not agree to any revised term(s), Client must discontinue use of the affected products or services and may terminate this Proposal only in accordance with termination provisions set forth in the Ancillary Agreements. Any revision(s) to the terms or conditions of the Ancillary Agreements by Provider shall apply only prospectively, unless otherwise required by applicable law or expressly stated in the revised terms.

Client further agrees that the terms of the Ancillary Agreements shall apply not only to the specific transaction described in this Proposal, but also to all other current and future transactions between Client and Provider unless and until such terms are superseded by a subsequently executed Proposal or Ancillary Agreement.

Both of the Parties, acting through their respectively authorized officers, agents, or representatives hereby execute this Proposal with the intention of being bound hereby.

Exhibit A

Click the buttons below to view the linked documents.

Master Services Agreement

Services Attachment for Managed Services

Service Attachment for Access Control Services

Service Attachment for Managed Video Surveillance

Schedule of Services

Data Processing Agreement

Schedule of Third-Party Services

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

City of Cottage Grove

Signature:

Name:

Date:

SOLUTION & PRICING

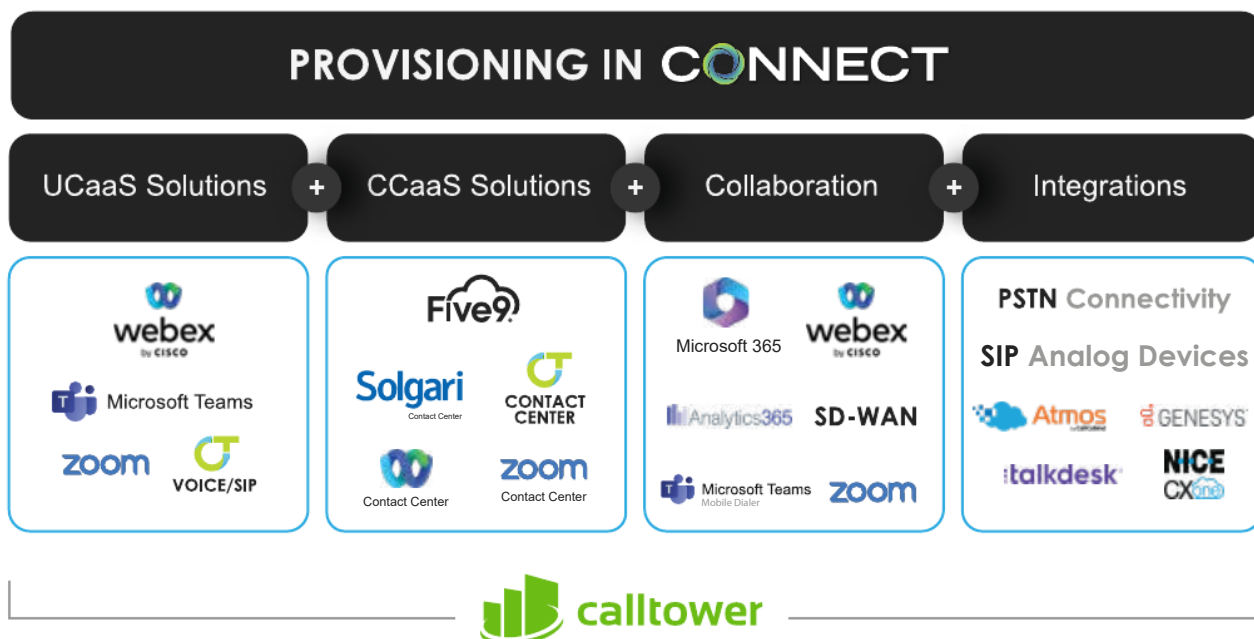
PROPOSAL

Prepared for City of Cottage Grove

STAY CONNECTED, STAY AHEAD

Since its inception in 2002, CallTower has evolved into a global cloud-based, enterprise-class Unified Communications, Contact Center and Collaboration solutions provider for growing organizations worldwide.

CallTower provides, integrates and supports industry-leading solutions, including Operator Connect Microsoft® Teams, Teams Direct Routing, GCC High Teams Direct Routing, Office 365, Cisco® Webex Calling / Dedicated Instance, Cisco® CCPP, Zoom (BYOC), Zoom Phone, Zoom One, CT Cloud UCaaS and four contact center options, including Five9 for business customers.



ONE-STOP-SHOP

- Full turn-key solution
- One invoice
- One support call
- Dedicated circuits
- Fully managed handsets, headsets and conference rooms

SECURITY, STABILITY, SCALABILITY

- Benefits of OPEX vs CAPEX
- One platform to monitor
- End-to-end private cloud environment
- Faster troubleshooting

PROJECT MANAGEMENT

- No finger pointing between solution providers
- One project team for design/changes
- Faster deployment times
- Easy-to-use solution management tool

GLOBAL REACH
EXPANDED REACH TO MORE THAN 70+ COUNTRIES

www.calltower.com | sales@calltower.com | (800) 347-5444



THE CALLTOWER TEAM. OUR CUSTOMERS MATTER MOST.



WE ARE HERE TO HELP!

CallTower solution experts are available 24/7/365 via **phone** - (800) 347-5444, **email** - sales@calltower.com and **chat** - www.calltower.com. We also have an array of helpful tips at uc.solutions to help you answer questions fast.

CERTIFIED MULTI-TIERED SUPPORT TEAMS

Our unmatched implementation, training and support teams have deployed and supported thousands of users, enabling solutions around the corner and across the globe. All projects receive a designated product manager who secures a seamless implementation and training success plan.

CUSTOMER SUCCESS TEAM

CallTower customers are further empowered by their Customer Success Team. This team works closely with the customers to deliver streamlined processes.

- Customer Support Plan <https://www.calltower.com/support/client-support-plan/>
- Network Status <https://www.calltower.com/support/network-status/>
- Support & Implementation Paths <https://www.calltower.com/support/escalation-paths/>
- Client Success Escalation Paths <https://www.calltower.com/support/client-success-escalation-path/>
- CallTower Advantage <https://info.calltower.com/hubfs/CallTower%20Advantage.pdf>

CALLTOWER CONNECT

CallTower enables our Customers to manage rapidly changing technologies through Connect - a user-friendly portal, created and developed in-house. This proprietary system ensures our customers can administer services without expertise in any one technology or hiring outside consultants to manage their communication services.

CALLTOWER'S PARTNERSHIPS. WHICH SOLUTION FITS BEST?



CALLTOWER'S CUSTOMERS



To replace our current system would have been \$300,000 CapEx plus we were spending \$25,000 monthly on calling plans. With CallTower, we invested \$15,000 on our monthly recurring license model.

Anthony Lopez, Tourneau,
Senior Director of Technology

Thank you for choosing CallTower and Welcome to the CallTower family.

We want you to have a wonderful experience onboarding with CallTower.

Let's review the next steps are for a successful implementation so everyone is on the same page. All items below must be completed to move into implementation.

PLEASE NOTE: AN IMPLEMENTATION MANAGER WILL NOT BE ASSIGNED UNTIL THE ITEMS BELOW ARE COMPLETE:

- ✓ All documents are signed and dated
- ✓ Customer Point of Contact must be completed on the agreement
- ✓ Contact Center form if applicable

Once all items above have been completed, CallTower will initiate implementation/onboarding discussions within the next 2 business weeks. Our implementation timelines can vary from one week to a few months, depending on the complexity of the implementation. We will work with your team to implement the services in a timely and acceptable fashion.

Please begin to familiarize yourself with CallTower's scope of work (SOW) requirements. This SOW will be customized based on the services that have been ordered and discussed with your assigned Implementation Project Manager on your kickoff call. [CallTower Scope of Work](#)

For porting, specific documents are required based on the country. Please refer to the guide at the following link for the necessary documents: [DID Porting Timelines and Process](#)

This notice has been provided to set appropriate expectations and ensure a smooth onboarding experience. If you have any questions, please reach out to CallTower Sales Ops Team at salesops@calltower.com.

Please review this article for the most recent updates on the different tier levels available for international dialing. These tiers determine which countries your account will be able to place calls to. Additional waivers and/or fees may be necessary based on your international calling needs.

Company Wide Services - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
MS Teams OC - Auto Attendant Professional Services	1	\$0.00	\$0.00	\$150.00
Implementation Charge	1	\$0.00	\$0.00	\$1,495.00
DID Activation/Port Fee	210	\$0.00	\$0.00	\$1,037.40
MS Teams OC - DID Assignment Professional Service	1	\$0.00	\$0.00	\$149.95
MS Teams OC - Call Queue Professional Services	1	\$0.00	\$0.00	\$49.95
Gold Training	1	\$0.00	\$0.00	\$800.00
		Term:	Total MRC	Total NRC
		36 Months	\$0.00	\$3,682.30

Default Location - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
MS Teams OC - AA or CQ (Resource Account Calling Plan) - Unlimited	5	\$7.95	\$39.75	\$0.00
CT Cloud Voice Basic Line	4	\$10.95	\$43.80	\$60.00
E911 Surcharge	210	\$0.69	\$144.90	\$0.00
MS Teams OC US/CAN - Unlimited	205	\$7.95	\$1,629.75	\$1,808.10
Grandstream 1 port ATA HT801 - Purchase	4	\$39.00	\$0.00	\$156.00
		Term: 36 Months	Total MRC \$1,858.20	Total NRC \$2,024.10

Summary - Service Order

Description	Monthly Recurring	Non Recurring
Company Wide Services	\$0.00	\$3,682.30
Default Location	\$1,858.20	\$2,024.10
Term: 36 Months	Total MRC \$1,858.20	Total NRC \$5,706.40

SELECTED ITEM DESCRIPTIONS

Outbound International Rates can be found at

<https://info.calltower.com/hubfs/CallTower%20International%20DID.pdf>

International In Country Rates can be found at

<https://info.calltower.com/hubfs/CallTower-InCountryRateDeck.pdf>

CT Cloud Voice Basic Line

SIP line for an IP phone that can receive inbound calls, place calls to other extensions and outside PSTN numbers but has no voicemail box. CommPortal included for web administration

DID Activation/Port Fee

Fee to port and/or order new US domestic numbers. Fee is also applicable for port outs and removal of DIDs.

E911 Surcharge

E911 Surcharge

Gold Training

This includes (1) Live 1-hour end-user training where one of our expert trainers will guide your users through the key features and functionalities of your product. Also, (1) a Live 30-minute Q&A session after the go-live to have your users' questions answered in real-time by a trainer. Lastly, an on-demand, self-paced admin training module will be provided, allowing your administrators to learn and configure their services at their own pace without the need for a live trainer.

Grandstream 1 port ATA HT801

Grandstream Single port ATA for analog devices - 1 10/100 Ethernet Port - Advanced telephony features: Caller ID, Call Waiting, 3-way conference, Transfer, Forward, Do not disturb, Message Waiting Indication, Multi-language voice prompt, T.38 fax- Voice Codecs: G.711a/u, G.723.1, G.729a/b, G.726, iLBC Strong security protection: TLS/SRTP/HTTP Automated provisioning: TR069, HTTP/HTTPS/TFTP

Implementation Charge

This is a personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management, and Circuit Ordering. Additional charges may apply for professional services which may include custom scripts, engineering support, etc.

MS Teams OC - AA or CQ (Resource Account Calling Plan) - Unlimited

Per Auto Attendant or per Call Queue fee Includes inbound DID usage. Toll free inbound available at additional charge. Does not include tenant configuration. CallTower requires a SFB and Teams Administrator Service Account.

MS Teams OC - Auto Attendant Professional Services

Professional service fee charged per auto attendant. CallTower requires a SFB and Teams Administrator Service Account.

SELECTED ITEM DESCRIPTIONS

Outbound International Rates can be found at

<https://info.calltower.com/hubfs/CallTower%20International%20DID.pdf>

International In Country Rates can be found at

<https://info.calltower.com/hubfs/CallTower-InCountryRateDeck.pdf>

MS Teams OC - Call Queue Professional Services

Professional service fee charged per call queue. CallTower requires a SFB and Teams Administrator Service Account.

MS Teams OC - DID Assignment Professional Service

Professional Service fee per location for setting DID/Phone assignment by CallTower. Customer must provide a spreadsheet for use by engineers. CallTower requires a SFB and Teams Administrator Service Account. This is a one-time event. Additional batches for the location will incur additional fees.

MS Teams OC US/CAN - Unlimited

Per user fee for MS Teams Operator Connect. Includes a US DID and unlimited US/CAN calling; for Calling plan users in Canada, a Canadian DID is required (not included). Calling plan requires the Phone System and Audio Conferencing with all Office 365 license excluding the Microsoft Office 365 E5 license. Access to international calling per CallTower's international rate plan. THIS SKU CANNOT BE COMBINED WITH METERED USAGE WITHIN THE SAME CALLTOWER CUSTOMER. THIS SKU CAN ONLY BE USED FOR CUSTOMERS WITH 50+ TOTAL SEATS.

Service Agreement

This Services Agreement (the "Agreement") between CallTower, Inc. ("CallTower"), a Delaware corporation with its principal place of business located at 10701 S River Front Pkwy, South Jordan, UT 84095, and the customer identified in the signature page below (the "Customer"), is entered into as of the date of the last signature in the signature page below (the "Effective Date").

WHEREAS: CallTower provides Unified Communications as a Service and is committed to support its customers with the best technology, people, and communications solutions available.

WHEREAS: Customer desires to subscribe to the services offered by CallTower:

NOW THEREFORE, the parties agree as follows:

1. The following definitions shall apply to this Agreement:

- 1.1. Services: Services refer to the range of communications applications delivered by CallTower commonly referred to as Unified Communications.
- 1.2. Service Order: Service Order is a document that specifies a collection of Services to be delivered to Customer's specific location or locations, or to specific users, and may be adjusted from time to time as the Customer's contracted Services increase or decrease. Service Orders are provided as attachments to this Agreement.
- 1.3. Installation Date: Installation Date refers to the date that is targeted by CallTower and Customer for which Services are to be activated.
- 1.4. Activation Date: Activation Date is the date on which Services in the Service Order are substantially ready for activation and is independent of number porting, unless otherwise agreed to by CallTower and Customer. Service Orders may have or specify varying Activation Dates with the exception of Cisco Webex Licensing. Billing will begin on the agreed upon date between CallTower and Customer.

2. CallTower agrees to provide to Customer the Services specified in the Service Order(s) attached hereto. Each Service Order will be executed by the Parties and may be amended from time to time as Customer's needs change.
3. This Agreement shall apply to each Service Order and the Term specified in the Service Order shall commence on the Activation Date of the Services (or the applicable Service) in such Service Order.
4. Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s). All fees are due and payable within 30 days of invoice date.
5. All stated Installation Dates are approximate; CallTower will not be deemed to be in default, nor shall it be liable for any damages or loss resulting from delays in installation but will use commercially reasonable efforts to achieve the committed Installation Dates.
6. Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request up to four dollars and ninety-four cents. CallTower will use commercially reasonable efforts to port Customer's number on or before the requested cut over date but will have no liability to Customer for any delays in porting.
7. Customer is responsible for complying with the Cloud Provider Requirements and Readiness, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer. Applicable equipment purchases are final.
8. Customer will comply with CallTower's Terms of Use as posted on CallTower's web site: <https://www.calltower.com/resources-training/terms-of-use-for-customers/>
9. Customer confirms the Customer representations and warranties set forth in the Terms of Use.
10. Customer acknowledges that the Terms of Use include, but are not limited to, provisions addressing Emergency Calling, Enhanced 911, Basic 911, and Customer's responsibility in connection with Emergency Calling. CallTower disclaims any and all liability or responsibility in the event Customer provides registered location information is inaccurate or out of date. Customer shall indemnify and hold harmless CallTower from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or its providing incorrect information to CallTower.
11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either party by written notice of nonrenewal or extension at least thirty (30) days prior to the end of the then current term. If Customer provides such written notice of nonrenewal or extension, CallTower will continue to provide the Services until terminated by Customer on a month to month basis at 110% of the current billing line item in effect at the end of the then current term.
12. All sales, services and use taxes which are imposed by any government entity on the fees for any of the Services (other than taxes relating to CallTower's net income) shall be the sole responsibility of Customer, whether set forth in an invoice or not and regardless of when imposed or assessed, and shall not be considered a part of, or an offset against, fees for the Services.
13. Either party may terminate this Agreement for cause as set forth below or without cause at any time with 30 days written notice.
14. If Customer terminates this Agreement or any Service Order without cause, Customer shall pay (i) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect (the "Termination Date"), and all Service Orders will terminate on such Termination Date and (ii) CallTower's expenses and fees associated with pre-mature termination.

15. Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") posted on CallTower's web site; provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not re-established to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.
16. CallTower shall have the right to terminate this Agreement for cause if all fees due CallTower are not paid in full within ten (10) days after CallTower provides Customer with written notice of non-payment. In the event of termination of Services for cause, (i) CallTower may cease providing any or all of the Services and (ii) Customer shall pay CallTower a lump sum, within fifteen (15) days of the effective date of termination, equal to the sum of (A) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect and (B) CallTower's expenses and fees associated with pre-mature termination.
17. Customer grants CallTower the authorization to process payments based on the selection made in this document. If Customer does not pay an invoice when due, CallTower may charge a late payment fee on the overdue amount equal to eighteen percent (18%) per annum or the maximum legal rate permitted by law, whichever is less.
18. Customer can reduce Services under any Service Order at any time; however total billing for Services cannot be reduced by more than 10% in any rolling 12-month period. This reduction of Service does not apply to Cisco Flex and Microsoft NCE Licensing.
19. CallTower will not be responsible for any real or reported losses incurred by Customer alleged to result from acts or omissions by CallTower or for any indirect, incidental, consequential, special or exemplary damages. CallTower's full liability is limited to a credit based upon the value of CallTower's Services delivered to Customer, as defined in CallTower's Service Level Agreement.
20. With the exception of CallTower's enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in Salt Lake City, Utah administered by the American Arbitration Association ("AAA") and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.
21. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assignees of the parties hereto.
22. The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement.
23. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties.
24. This Agreement shall be governed by the laws of the State of Utah (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
25. Customer and CallTower agree that all details of this Agreement, included but not limited to pricing, product bundles, Customer information, and CallTower information shall be considered proprietary and confidential.
26. The relationship of CallTower and Customer is that of independent contractors. Neither party nor its employees, consultants, contractors or agents are agents, employees, partners or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation.
27. No delay or default in performance of any obligation by either party, excepting all obligations to make payments, shall constitute a breach of this Agreement to the extent caused by acts of God, war, government action, acts of terrorism, fire, flood, storm, explosion, earthquake or other causes that are not foreseeable and are beyond the reasonable control of the other party.
28. The parties execute this Agreement effective as of the Effective Date.
29. CallTower is committed to maintaining the privacy of its customers. For CallTower's Customer Proprietary Network Information (CPNI) policy, please see <https://www.calltower.com/resources-training/customer-proprietary-network-information-policy/>. For information on California Consumer Privacy Act (CCPA) certification, please see <https://www.calltower.com/resources-training/california-consumer-privacy-act-certification/>.

Terms And Conditions Related To Network Services

1. CallTower will arrange for a private network connection from its data center to Customer's premise(s) delivered through Tier 1 Circuit Providers. The network services are delivered through Tier 1 partners. Service outages resulting from network interruptions are expressly excluded from CallTower's Service Level Agreement ("SLA").
2. CallTower will also deliver its Services over the Internet to small offices or individual users. Customer understands that delivery of CallTower Services over the Internet are not guaranteed and are thus expressly excluded from CallTower's SLA.
3. CallTower will not be liable for any damages or commercial loss associated with interruptions in network services.
4. Customer will be responsible for any residual network charges, and other disconnection fees incurred by CallTower if Customer terminates this Agreement for any reason prior to the end of the Term. To the extent the provider of network services permits CallTower to transfer the network services account to Customer, upon written request of Customer, CallTower will cooperate in such transfer following termination of this Agreement.
5. The billing for the circuit will commence on the agreed upon Activation Date, notwithstanding delays in the implementation of other Services.
6. There will be a cancellation fee in the case of termination of the network services prior to installation. The cancellation fee will be equal to one month's MRC plus forfeiture of the security deposit relating to the cancelled services. In addition, Customer may be responsible to pay an Early Termination Fee for network services if installed based on CallTower's commitment to the underlying provider.

Cloud Provider Requirements and Readiness

Customers must review and be compliant with the CallTower documents below:

CallTower's Microsoft Teams support and implementation policies

https://www.uc.solutions/Microsoft_Teams/Microsoft_Teams_Technical_Info/Microsoft_Teams_Implementation_and_Support

Site Readiness Requirements: Customer facilities must meet minimum requirements pertaining to their telecommunications infrastructure to support CallTower services. The Customer is responsible to ensure that each of their facilities meet, or are upgraded to meet, the minimum requirements as determined by CallTower. The site readiness requirements are, but are not limited to:

Client Desktop and Mobile Hardware: Client hardware must meet minimum requirements as specified by each cloud provider.

https://www.uc.solutions/General_CallTower_Info/CallTower_Information/Client_Desktop_and_Mobile_Hardware_Requirements

Minimum Point of Entry (MPoE)

MPOE Access: The MPoE is readily accessible to CallTower & the Local Exchange Carrier.

Power/Backboard/lighting: The MPoE meets FCC standards, which allows for safe connection of third-party telephone Customer-premises equipment and wiring to the Public Switched Telephone Network (PSTN).

Circuit Extension: There must be a sufficient number of available copper pairs at the MPoE servicing the Customer server room where the router is racked for the type of network connection installed to support CallTower services. Circuit extensions will utilize the existing house cabling and patch panels and any need for additional buildout or modification of such is the Customer responsibility. Where CallTower is to provide the circuit extension, the Customer will be responsible for any cost exceeding \$400.

Server Room Equipment Placement: CallTower router and switches are mounted on a rack that meets server room standards and the router and switches are mounted within six feet of each other. Patch cable runs greater than six feet must be provided by the Customer. Equipment Placement: Equipment is adequately ventilated and spaced to allow for maintenance and cooling and both the front and rear panels of the router(s) and switch(es) are accessible. Devices must not be near water sources, electromagnetic interferences sources, nor in closed spaces. A minimum of 5 inches should be available around all sides of the CallTower routers and switches. Once the equipment is placed on the server rack or surface.

Operating Temperature: 32 to 104F (0 to 40C), Operating Humidity: 10 to 85% non-condensing

Required Operating Power: Each router or switch has a power outlet providing the voltage: AC Input Voltage: 100 to 240 VAC

Uninterruptible power supply (UPS) for server room power conditioning (visit http://www.apc.com/tools/ups_selector for info if needed)

Patch Panel: Customer-provided patch panel is within six feet of the switch and is well-labeled. All cabling is properly terminated at the patch panel.

Office Suite

Cabling: Industry Standard Category 5, Category 5e or Category 6 is run from the patch panel to every IP phone location, with no hubs or other intermediate devices. CallTower does not install suite cabling. Terminated endpoints: Every IP Phones location has wall jack to receive power and proper signaling. Labeled Endpoints: Network Cabling is properly be labeled at the end point (Cubicle/Office) and match the patch panel labeling at the server room.

SIGNATURE PAGE

In witness whereof, the parties have caused this Proposal, including the attached Service Agreement, to be duly executed by each of their authorized representatives as of the date of the last signature below.

CallTower Signature:	Print Name:	Title:	Date:
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Customer Signature:	Print Name:	Title:	Date:
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Customer Primary Point of Contact:

CONTACT: _____

TITLE: _____

PHONE: _____

EMAIL: _____

EMAIL(s) to send invoices: _____

Tax Exemption:

Customer is Tax Exempt and Agrees to Provide Tax Exemption Forms. _____ Yes _____ No.
Customer will be charged taxes until valid exemption forms are provided.

CURRENT PHONE SERVICES	MONTHLY\$	Annual Maintenance
SIP LINES (COMCAST)	\$ 900.00	
MARCO SUPPORT SERVICES		\$ 11,695.31
	\$ 900.00	

TEAMS SERVICES - MANAGED 24X7 SERVICES WITH MARCO

	MONTHLY\$
(3 year support contract)	\$ 2,032.00
Microsoft Teams Licensing per month 141 standard/26 shared	\$ 1,402.80
approximate budgeted monthly	\$ 3,434.80

one time - setup charges	\$ 13,161.50	CCX400 phones
- one time discount	\$ (4,199.00)	
hardware estimated purchases (phones CCX350)	\$ 10,239.90	\$ 12,500.00
intial expenditure (one-time costs)	\$ 19,202.40	\$ 21,462.50

TEAMS - CALL TOWER LINES & SERVICES CIT/CALL TOWER)

	MONTHLY\$
call tower monthly Recurring (3 year contract)	\$ 1,575.84
Microsoft Teams Licensing per month 141 standard/26 shared	\$ 1,402.80
approximate budgeted monthly	\$ 2,978.64

one-time setup charges CIT	\$ 23,540.00
hardware estimated purchases (phones CCX400)	\$ 11,950.00
call tower - porting etc. one time charge	\$ 3,682.30
call tower other - one time charges	\$ 1,688.94
intial expenditure (one-time costs)	\$ 40,861.24

approx monthly

\$ 974.61

\$ 1,874.61 comparison monthly support plus lines



City Council Action Request

7.Q.

Meeting Date	11/5/2025		
Department	IT Department		
Agenda Category	Action Item		
Title	Toast Merchant Agreement		
Staff Recommendation	Approve the Toast Master Service and Processing 24-month agreement and purchase of hardware and implementation associated.		
Budget Implication	Toast will be replacing the Food and Beverage (F&B) module from MemberSports as well as the River Oaks Open Table reservation subscription. MemberSports F&B is \$100 a month and OpenTable is \$299 a month. This results in a monthly increase moving to Toast of \$135 plus one-time hardware and implementation charges. MemberSports has agreed to reimburse River Oaks for equipment for a total of \$1600, offsetting the cost of the one-time equipment charge with Toast. One-time charges • Hardware \$1625 • Implementation and setup — \$400 • Monthly Subscription Charge - \$534, 24-month agreement.		
Attachments	<table border="1"><tr><td>1.</td><td>ToastCouncilSubmittal</td></tr></table>	1.	ToastCouncilSubmittal
1.	ToastCouncilSubmittal		



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

From: Brian Bluhm, IT Manager

Cc: Zac Dockter, Parks and Recreation Director
Dennis Neitz, General Manager, River Oaks

Date: October 28, 2025

Subject: Toast Merchant Agreement

Introduction

In the spring of 2025, River Oaks Municipal Golf transitioned to a new point of sale system called MemberSports that specializes in golf course operations such as course management online tee times and sales as well as point of sale operations. Part of this transition included MemberSports Food and Beverage module. It was discovered during the 2025 golf season that though the golf operations module works well for the course, the food and beverage module was lacking in design and functionality for a modern restaurant and banquet establishment.

River Oaks management began researching solutions and created a decision group with representatives from Cottage Grove Finance, IT and golf course staff. It was determined that separating restaurant operational software from the specialized golf software was the best course of action. Doing so would allow staff to utilize a product that provided more efficiency for staff and better customer service for patrons of River Oaks. The solution that stood out the most was Toast.

Toast

Based out of Boston, MA, Toast provides feature rich point of sale services to over 148,000 restaurants and retail operations across the world. Some of the Toast features include table ordering, credit card processing, online ordering, table management and reservations, contactless ordering and QR code, 24x7x365 support and analytics and sales reporting.

Budget Implications

Toast will be replacing the Food and Beverage (F&B) module from MemberSports as well as the River Oaks Open Table reservation subscription. MemberSports F&B is \$100 a month and OpenTable is \$299 a month. This results in a monthly increase moving to Toast of \$135 plus one-time hardware and implementation charges. MemberSports has agreed to reimburse River Oaks for equipment for a total of \$1600 offsetting the cost of the one-time equipment charge with Toast.

- **One-time charges**

- Hardware \$1625
 - Implementation and setup- \$400
- **Monthly Subscription Charge** - \$534, 24-month agreement.

Staff Recommendation

Staff recommends the approval of the Toast Master Service and Processing 24-month agreement and purchase of hardware and implementation associated.



TOAST MERCHANT AGREEMENT INITIAL ORDER FORM

Software Subscription Total:	Hardware & Implementation Totals:
Software Subscription: \$ 533.20	Total Hardware Cost ⁽²⁾ : \$ 1624.75
Software Billing Method: Billed Monthly	Total Implementation Cost ⁽²⁾ : \$ 400.00
Contract Start Date ⁽¹⁾ :	Payment Method: ACH on Shipping
Initial Term: 24 Months	Payment Terms: Net 2
(1) Software billing for point of sale Software shall commence on the earlier of (i) Contract Start Date which is defined as 60 days from the Effective Date of this Order and (ii) the Go-Live Date.	Product Lifetime Policy: Toast products are subject to our Product Lifetime Policy. For details, read Toast's Product Lifetime Policy
	(2) Totals above do not include taxes or shipping costs. Prices are estimates and subject to change. Additional fees may apply for cancelations and for services outside M-F, 7am-9pm local time, for more details see: https://hub.toasttab.com/welcome/installation/service-fees

(Non-Refundable) Deposit		
Total Deposit Amount: \$300.00	Deposit Payment Method: ACH	ACH Account Type:

Non-refundable deposit: This deposit is non-refundable and is due upon execution of this form.

PAYMENT PROCESSING* RATES

Payment Processing	
Pricing Structure: Interchange Plus See following page for details	
Monthly Processing Fee: \$0.00	
V/MC/D (Card-Present): 0.5000% + \$0.0500 V/MC/D (Card-Not-Present): 0.5000% + \$0.0500 American Express (Card-Present): 0.5000% + \$0.0500 American Express (Card-Not-Present): 0.5000% + \$0.0500	
American Express Processing Type: OptBlue	Estimated Annual AMEX Volume: OptBlue - Less than \$1M annually by Tax ID
Do you want to accept AMEX:	Do you have an existing AMEX account:
	Existing AMEX Merchant ID:



Pricing Conditions: Toast pricing for VISA, MasterCard, Discover, and American Express rates are valid only for merchants located in the United States. Your participation in Toast payment processing is further subject to the Standard Terms and Conditions, which can be found at <https://pos.toasttab.com/merchant-service-agreements>

*Payment processing is facilitated by Toast, supported by Toast's payment provider(s).

American Express Processing Type

In addition to Merchant's obligations under this Order Form and Merchant Agreement, Merchant's participation in the American Express (or, where necessary for spatial constraints, "AMEX") Opt Blue Program is contingent upon Merchant's acceptance of, and compliance with, the then-current American Express Merchant Operating Guide, the most recent version of which is available at: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf. Only Merchant's with an Estimated Annual AMEX Volume of \$1,000,000 or less are eligible to participate in the OptBlue Program. If, during Merchant's participation in the OptBlue Program: (i) Merchant's Estimated Annual AMEX Volume exceeds \$1,000,000, (ii) Merchant does not meet the eligibility criteria contained in the American Express Merchant Operating Guide, or (iii) for any other reason in AMEX's discretion, and AMEX notifies Toast that Merchant has been categorized as a "High CV Merchant," then Merchant will be converted to a "AMEX Direct Merchant" and accordingly will process AMEX transactions directly with AMEX pursuant to the terms and conditions of the then-current American Express Card Acceptance Agreement.

Pricing Structure

"IC +" stands for "Interchange Plus," a cost-plus pricing structure. Toast passes through to the merchant certain rates and fees established and updated from time to time by third parties such as card brands and card issuers, including all published interchange, assessment, and network rates and fees, as identified by Toast. The percentage rates and fixed fees specified above under the "Payment Processing Rates" section of this Order Form are billed in addition to the rates and fees that are passed through from third parties.

Card-Present

In a Card-Present (or CP) transaction, card details are captured in person at the time of the sale, and the card is swiped, dipped, or tapped using a card reader device.

Card-Not-Present

In a Card-Not-Present (or CNP) transaction, card details are not captured by swipe, dip or tap using a physical card reader device. Card details are captured through some other means, such as manual key entry or online.

Chargeback Fee

Chargeback fee: \$15 per occurrence (plus additional amounts or liabilities as further described in the Standard Terms and Conditions).



MERCHANT APPLICATION & OWNERSHIP INFORMATION

Ownership details must be provided for each individual or legal entity owner with a 25% or greater ownership interest. Total percent of ownership on this agreement must total over 50%. Please attach an Additional Owner Addendum, if necessary, to complete this requirement. Each owner authorizes Toast to obtain and to review third party credit bureau reports on such owner.

Restaurant Location Information

Restaurant Name (DBA):		
Restaurant Location Address:		
City: Cottage Grove	State: MN	ZIP Code: 55016
Phone: (651) 438-3627	Fax:	Email:
New or Existing Business? Existing - Open for Business	Restaurant Category: 5812 Restaurant/Eating Places	
Annual Card Volume: \$	Average Ticket Amount: \$	

Business Legal Information

Federal Tax ID/EIN (9 digits, no dash):	Number of Locations:
Business Legal Name:	
Registered Legal Address:	
City: Cottage Grove	State: MN ZIP Code: 55016
Date Business Commenced:	Ownership Type:

Primary Owner Information

First Name:	Last Name:	Percent of Ownership ⁽³⁾ :
Title:		
Phone:	Email:	
Home Address:	City:	State:
ZIP Code:	Years at Address:	Date of Birth:
		Social SN:


Owner 2 Contact Information (if applicable)

First Name:		Last Name:		Percent of Ownership:	
Title:					
Phone:		Email:			
Home Address:			City:		State:
ZIP Code:	Years at Address:		Date of Birth:		Social SN:

Owner 3 Contact Information (if applicable)

First Name:		Last Name:		Percent of Ownership:	
Title:					
Phone:		Email:			
Home Address:			City:		State:
ZIP Code:	Years at Address:		Date of Birth:		Social SN:

Owner 4 Contact Information (if applicable)

First Name:		Last Name:		Percent of Ownership:	
Title:					
Phone:		Email:			
Home Address:			City:		State:
ZIP Code:	Years at Address:		Date of Birth:		Social SN:

Primary Contact for Toast Implementation

Same as Owner Contact?	First Name:	Last Name:
Title:		
Phone:	Email:	

**Merchant understands and acknowledges that:**

One "day" of implementation services shall be equal to 8 hours of service. Implementation services shall be delivered anytime between the hours of 7am and 9pm local time, Monday - Friday ("Toast Standard Hours"). Any additional hours per day, or hours outside of Toast Standard Hours, shall require Merchant to pay additional fees at the then current rate for the total amount of hours and number of technicians necessary to complete implementation. All services and fees shall be in accordance with <https://hub.toasttab.com/welcome/installation/service-fees>

Toast does not provide cabling services and the estimates provided above do not include cabling costs. If cabling is required Toast may recommend a local partner. More information can be found in the Toast Site Readiness Guide <https://central.toasttab.com/s/article/Site-Readiness-Guide>

After scheduling service appointments (menu review, installation, training or go-live support), Merchant shall have until 7 days before the scheduled date to cancel the service appointment. Canceling within 7 days of the service appointment will result in Merchant being assessed a service fee for each day canceled in accordance with <https://hub.toasttab.com/welcome/installation/service-fees>



Banking Information / Voided Check	
Bank Name:	Account Type:
Routing Number:	DDA / Account Number:

Merchant hereby authorizes Toast, Inc., StratEx HoldCo, LLC, Toast Processing Services LLC, Strategy Execution Partners, LLC, and their designated agents and representatives (each, as applicable to the activities that such party may perform, "the Originator"), to initiate credits and debits, as applicable, to the bank account listed herein or such substitute bank account as Merchant may designate ("Bank Account") through the Automated Clearing House ("ACH") Network. Merchant authorizes the Originator to initiate such credits and debits to the Bank Account in the amounts and on the dates in accordance with the Toast Merchant Agreement, and the Toast Payroll & Team Management Service Agreement (collectively, the "Agreements"), as applicable, and to debit, without prior notice and at any time, any Bank Account for amounts sufficient to satisfy any liability incurred by Originator on behalf of Merchant and/or for any amounts owed to Originator under the Agreement(s). This authorization will remain in effect until five (5) business days after the Originator receives written notice from Merchant of its revocation. Merchant understands and agrees that the services provided under the Agreement(s) are contingent on this authorization. If Merchant revokes this authorization, then (a) such revocation shall be a material breach of the Agreement(s) and the Originator may pursue all rights and remedies available thereunder, (b) Merchant will remain liable for all payment obligations under the Agreement(s), and (c) the Originator will not be liable for its failure to perform under the Agreement(s).

If any Bank Account information provided by Merchant to the Originator changes at any time, Merchant agrees that it will provide updated Bank Account information to the Originator within five (5) business days of the change. Merchant agrees to comply with the operating rules and guidelines of Nacha and all applicable federal and state laws, as in effect from time to time with respect to ACHs. Merchant agrees to maintain sufficient funds on deposit in the Bank Account for the debiting of amounts owed under the Agreement(s). Merchant agrees that, if there are insufficient funds in the Bank Account to satisfy the amounts owed to the Originator, Merchant shall immediately send the Originator such amounts upon demand by the Originator to the bank account specified by the Originator. Merchant agrees that the Originator shall not be liable to Merchant for any fees or overdrafts (irrespective of cause), delays in receipt of funds, or errors in credit or debit entries caused by third parties including, but not limited to, a clearinghouse, Merchant's financial institution, or any agent of Merchant. Merchant agrees that Originator may charge Merchant a fee for any rejected or returned ACH transactions.

PLEASE ATTACH A CLEARLY LEGIBLE PICTURE OF A VOIDED CHECK

(Voided check or another form of routing & account number verification is required!)



TERMS AND CONDITIONS
AGREEMENT ACKNOWLEDGEMENT

In order to provide Merchant with payment processing services, Toast must enter into agreements with the Payment Networks, processors, and acquiring banks. The Payment Networks have set certain Card volume thresholds, which require anyone that processes at or above those thresholds to enter into an agreement directly with one or more of Toast's banking partner(s). These thresholds are as follows: \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) processed in any 12-month period. By accepting or otherwise agreeing to these terms, Merchant agrees to the terms and conditions of each applicable Commercial Entity Agreement, located at <https://pos.toasttab.com/merchant-service-agreements> as may be amended from time to time, effective as of the date Merchant processes such specified amounts or as otherwise required by Toast's bank partners. If Merchant fails to comply with any "Commercial Entity Agreement", Toast may suspend or terminate Merchant's Toast Account. Similarly, if American Express considers Merchant to be a high value customer, it may require that Merchant enter into a direct agreement with American Express and designate Toast as Merchant's agent for American Express payments. If that is the case, Toast will notify Merchant of such requirement.

USA PATRIOT ACT NOTICE AND INFORMATION COLLECTION To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to, obtain, verify and record information that identifies each person (individual or business) that opens an account. Toast collects this information on behalf of its financial institution partners. For this reason, Toast requests your name, address, date of birth and social security number. Toast also requests information about your company. This allows Toast to identify Merchant and its owners. Toast may also ask for your driver's license or other identifying documents and information. Each owner, control person, and/or officer/manager listed herein understands Toast may obtain and review information from consumer reporting agencies and/or other informational searches on such individual from time to time to validate the authenticity of information provided and conduct criminal background checks.

This Merchant Agreement (this "Agreement") is between Toast, Inc., a Delaware corporation with offices at 333 Summer Street, Boston, MA 02210 ("Toast"), and the company listed above ("Merchant"). This Agreement includes, collectively, (1) this Order Form, and (2) the Standard Terms and Conditions available at <https://pos.toasttab.com/merchant-agreement>. Any documents attached hereto that appear after the Special Terms section of this Order Form are included for reference purposes only and any such document or any other terms, including product, pricing, payment, or discount terms which are noted outside of their respective sections or the Special Terms section, do not form part of the Agreement. Merchant acknowledges the receipt of this Agreement. All capitalized, undefined terms used in this Agreement shall have the meaning set forth in the Standard Terms and Conditions. Merchant has read, understands, and agrees to be bound by this Agreement, as may be amended from time to time in accordance therewith. Merchant acknowledges that this Agreement is a fundamental part of the parties' agreement without which Toast would not provide services to Merchant. Merchant can request a copy of the Standard Terms and Conditions at any time by contacting a Customer Service Representative at [617-682-0225](tel:617-682-0225) or support@toasttab.com.

SIGNATURE

Merchant Legal Name Signature	Authorized Signer Name (please print) Title: Date:
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Special Terms:

Toast, Inc. ("Toast") merchant customers who (i) sign the Toast Merchant Agreement by September 30, 2025; (ii) are referred to Toast by US Foods prior to signing the Toast Merchant Agreement; and (iii) achieve a Go-Live Date (as defined herein) within one (1) year of execution of the Toast Merchant Agreement ("Eligible Customers") are eligible to receive a one-time discount of up to \$1,000.00 on Toast hardware, implementation and onboarding fees (excluding, however, the following services: Core Implementation (1-2 Tablets), SKU: IMPBA02 and Core Implementation (3+ Tablets), SKU: IMPBA03). The discount may only be applied once per Eligible Customer and may be combined with additional promotions or discounts in Toast's sole discretion. The discount cannot be redeemed for cash and may not be applied toward Software, shipping, or other fees. This is a limited time offer subject to change. Toast reserves the right to suspend, modify, or cancel this promotion at any time.

"Go-Live Date" means the actual date upon which an Eligible Customer is capable of processing card payments and begins using the Toast POS services in a live production environment. If an Eligible Customer does not meet the Go-Live Date criteria set forth above, the Eligible Customer will be responsible for paying Toast's full list price for the purchased Toast hardware, implementation, and onboarding service fees.

Toast retains the right to impose limits on Merchant's use of Toast Tables or Toast Tables Plus, including, but not limited to, the right to limit the total number of SMS messages and the right to suspend or terminate Merchant's access, if Toast reasonably believes that Merchant's use of Toast Tables or Toast Tables Plus is not consistent with normal, fair, and reasonable use of such Services. Any messaging or content that contains or promotes sex, hate, alcohol, firearms, tobacco, fraud, or abuse is expressly prohibited.

US Foods Onboarding Promotion

Toast, Inc. ("Toast") merchant customers who (i) sign the Toast Merchant Agreement by September 30, 2025; (ii) are referred to Toast by US Foods prior to signing the Toast Merchant Agreement; and (iii) achieve a POS Go-Live Date* within one (1) year of execution of the Toast Merchant Agreement for Toast customers who are opening a new restaurant location (a "New Customer - NRO") and within sixty (60) days of execution of the Toast Merchant Agreement for Toast customers whose restaurant is currently in operation (a "New Customer - Existing Restaurant" and together with the New Customer - NRO, the "Eligible Customers") are eligible to receive the applicable discount set forth below.

Eligible Customers are eligible to receive a one-time discount of up to \$1,049.00 on applicable Toast implementation / onboarding service fees.

*Go-Live Date, with respect to Toast POS, means the actual date upon which an Eligible Customer is capable of processing card payments and begins using the Toast POS services in a live production environment. If an Eligible Customer does not meet the Go-Live Date criteria set forth above, the Eligible Customer will be responsible for paying Toast's full list price for the purchased Toast hardware and implementation / onboarding service fees.

The discount may only be applied once per Eligible Customer and may be combined with additional promotions or discounts in Toast's sole discretion. The discount cannot be redeemed for cash and may not be applied toward Software, shipping, or other fees. This is a limited time offer subject to change.

New Toast, Inc. ("Toast") SMB merchant customers in the United States who sign a Toast Merchant Agreement Initial Order Form ("Initial Order") with Toast between July 16, 2025 and August 31, 2025 ("New Customers") may be eligible to receive the following discounts on items purchased in such New Customer's Initial Order: (i) a forty percent (40%) off of any Toast Go 2 handheld device (SKU: 779006 and SKU: 779006W); and (ii) a discount on the Software subscription for its Toast Go 2 handheld devices (SKU: SUB120) equal to fifteen percent (15%) if New Customer purchases between two to three Toast Go 2 handheld devices, or a discount equal to twenty percent (20%) on the Software subscription for its Toast Go 2 handheld devices if New Customer purchases four or more Toast Go 2 handheld devices ("Promotion").

This Promotion only applies to the Hardware devices and Software subscriptions described above and may not be applied toward any other Hardware, Software, shipping, or other fees. For the avoidance of doubt, the discounts provided in section (ii) above only apply to the monthly software subscription fee associated with the Software subscription for the Toast Go 2 handheld devices. The Promotion may not be redeemed for cash. This is a limited time offer subject to change. Toast reserves the right to suspend, modify, or cancel the Promotion.

"SMB" shall mean a merchant customer with less than fifteen (15) restaurant locations and that signs up for Toast through Toast's small and midsize business channels. Toast shall determine whether a merchant customer is considered an SMB in its sole discretion.

New Toast, Inc. ("Toast") SMB merchant customers in the United States who sign a Toast Merchant Agreement Initial Order Form ("Initial Order") with Toast between July 16, 2025 and August 31, 2025 ("New Customers") may be eligible to receive the following discounts on items purchased in such New Customer's Initial Order: (i) a forty percent (40%) off of any Toast Go 2 handheld device (SKU: 779006 and SKU: 779006W); and (ii) a discount on the Software subscription for its Toast Go 2 handheld devices (SKU: SUB120) equal to fifteen percent (15%) if New Customer purchases between two to three Toast Go 2 handheld devices, or a discount equal to twenty percent (20%) on the Software subscription for its Toast Go 2 handheld devices if New Customer purchases four or more Toast Go 2 handheld devices ("Promotion").

This Promotion only applies to the Hardware devices and Software subscriptions described above and may not be applied toward any other Hardware, Software, shipping, or other fees. For the avoidance of doubt, the discounts provided in section (ii) above only apply to the monthly software subscription fee associated with the Software subscription for the Toast Go 2 handheld devices. The Promotion may not be redeemed for cash. This is a limited time offer subject to change. Toast reserves the right to suspend, modify, or cancel the Promotion.

"SMB" shall mean a merchant customer with less than fifteen (15) restaurant locations and that signs up for Toast through Toast's small and midsize business channels. Toast shall determine whether a merchant customer is considered an SMB in its sole discretion.



THIS PAGE IS INTENDED FOR ADDITIONAL SPECIAL TERMS, IF NECESSARY

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Subject: Documents for your DocuSign Signature

Template Name (do not edit): Toast Merchant Agreement

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Signatures: 0

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dneitz@cottagegrovemn.gov

Sent: 9/23/2025 1:16:57 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sales Ops CC

salesops@toasttab.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 3:08:37 PM

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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

9/23/2025 1:45:46 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Toast, Inc.:

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

To contact us by email send messages to: jdack@toasttab.com

To advise Toast, Inc. of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jdack@toasttab.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Toast, Inc.

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jdack@toasttab.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Toast, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Toast, Inc. during the course of my relationship with you.



City Council Action Request

7.R.

Meeting Date	11/5/2025		
Department	IT Department		
Agenda Category	Action Item		
Title	FRSecure Risk Assessment Agreement		
Staff Recommendation	Staff recommend the approval of the FRSecure 4-year Risk Assessment and Scada Testing agreement in the amount of \$154,000 payable in annual installments of \$38,500.		
Budget Implication	This risk assessment is a budgeted annual item under the IT professional services budget. This 4-year agreement in the amount of \$154,000, is payable annually in the amount of \$38,500 per year.		
Attachments	<table border="1"><tr><td>1.</td><td>FRSecureCouncilSubmittal</td></tr></table>	1.	FRSecureCouncilSubmittal
1.	FRSecureCouncilSubmittal		



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

From: Brian Bluhm, IT Manager

Date: October 28, 2025

Subject: FRSecure Risk Assessment Agreement

Introduction

In an increasingly interconnected and digitized world, cities face a growing array of threats that span the virtual, physical, and operational domains. As stewards of public infrastructure and services, it is imperative for city leadership to proactively identify and mitigate vulnerabilities that could compromise the safety, security, and resilience of municipal systems. Conducting an **external risk assessment** provides an objective, comprehensive evaluation of the city's digital infrastructure, data governance policies, and physical security measures assuring that blind spots are uncovered and addressed before they can be exploited.

A critical component of this assessment must include **Supervisory Control and Data Acquisition (SCADA) systems**, which are integral to managing the city's water resources. These systems, while essential for operational efficiency and public health, are increasingly targeted by cyber threats due to their connectivity and often outdated security protocols. A breach in SCADA systems could lead to service disruptions, environmental damage, or even public safety hazards. Including SCADA in the risk assessment ensures that the city's most vital utilities are protected with the same rigor as its digital and physical assets.

By engaging external experts to perform a holistic risk assessment, the city demonstrates its commitment to proactive governance, public trust, and long-term resilience in the face of evolving threats.

FRSecure

FRSecure is a preferred risk assessment vendor for the City of Cottage Grove that specializes in municipal and SCADA risk assessments. They are a trusted information security consulting firm dedicated to helping organizations of all sizes improve their security posture through practical, measurable, and risk-based approaches. Founded with a mission to fix the broken information security industry, FRSecure provides a wide range of services designed to identify vulnerabilities, reduce risk, and build resilient security programs tailored to each client's unique needs.

Headquartered in Minnesota, FRSecure serves clients across the United States in both the public and private sectors, including municipalities, healthcare providers, financial institutions, and critical

infrastructure organizations. The company is known for its vendor-agnostic stance, meaning its recommendations are based solely on what is best for the client—not on selling products.

Core Services Include:

- Risk Assessments (including external, internal, and third-party)
- Penetration Testing
- Security Program Development
- Policy and Procedure Review
- Incident Response Planning
- Security Awareness Training
- SCADA and Industrial Control System (ICS) Security Assessments

FRSecure is also the creator of the **S2 Platform**, a suite of tools used to measure and manage information security risk. The platform includes S2Org, S2Vendor, and S2Team, which help organizations assess their own security, evaluate third-party vendors, and train employees, respectively.

With a strong emphasis on education, transparency, and long-term partnership, FRSecure is a valuable ally for any organization seeking to strengthen its cybersecurity defenses and align with best practices.

Budget Implications

This risk assessment is a budgeted annual item. To ensure an impartial approach to risk management and the City's data and SCADA systems are assessed as it grows and controls are put in place, staff is recommending a 4-year agreement in the amount of \$154,000 payable annually in the amount of \$38,500 a year. This is in line with the current approved IT professional services budget and historical past budgets. The 4-year agreement will also ensure costs do not exceed budgeted numbers in proceeding years.

Staff Recommendation

Staff recommend the approval of the FRSecure 4-year Risk Assessment and Scada Testing agreement in the amount of \$154,000 payable in annual installments of \$38,500.



FRSECURE[®]

A Proposal For

Risk Assessment & SCADA Testing

Prepared For

City of Cottage Grove

Prepared for:

Brian Bluhm
IT Manager
City of Cottage Grove

Prepared By:

Tim Truninger
ttruninger@frsecure.com

Date: 09 / 22 / 2025



09 / 22 / 2025

Brian Bluhm, IT Manager

City of Cottage Grove
12800 Ravine Parkway South Cottage Grove MN 55016

Thank you for your time and consideration of this proposal.

At FRSecure, we are called to a mission of fixing the broken security industry. Our focus resides in helping our peers and clients master the fundamentals of information security through establishing a common language, providing low or no cost training and resources and by building the very best security professionals in the industry. Our objectivity in guiding you rests in our product agnostic stance and the core values shared by each and every member of our team.

Whether or not we formally engage, please count on us to be a resource and help us keep you informed as we make our training and expertise available to the community. Our passion for information security as our sole focus is the driving force to our current and future success.

We hope our proposal today adds to our already positive relationship, where our mission is put to work meeting your information security objectives.

Respectfully yours,

Evan Francen
FRSecure Founder

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FRSECURE[®] Security Experts on a Mission

The information security industry is broken. We are on a mission to fix it. By staying true to our mission, our commitment to product agnostic services and living our core values, we've developed a community of like-minded individuals, clients and partners. All we do is information security.

3

Regional Offices



100%

SOC2 Audit Prep
Success



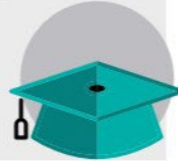
115

Employees



43,000+

CISSP
Students



2

Podcasts



7,500+

Clients



Consulting & Compliance Services

- Security Risk Assessment
- Virtual CISO
- Remediation Planning & Support
- PCI DSS Compliance & Audit Prep
- HIPAA Compliance Prep
- GDPR & CCPA Compliance Prep
- SOC2 Readiness
- NIST & CMMC Compliance Prep
- ISO Audit Prep Readiness

Technical Services

- Incident Response
- Network Penetration Testing
- Web Application Penetration Testing
- Physical Penetration Testing
- Vulnerability Testing
- Social Engineering
- Digital Forensics

Additional Information Available On FRSecure.Com

- Team Certifications
- Team Profiles
- Industry Expertise
- Free Tools
- Blogs & Security Advice
- CISSP Mentor Program Details

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Statement Of Work

The information contained within this document is a proposal and formal statement of work, if accepted by City of Cottage Grove by execution of this document.

Engagement Overview

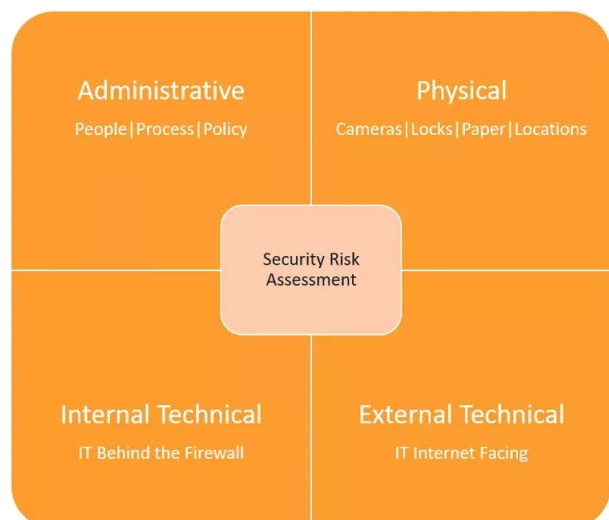
Proposed Solution	Purpose and Objective	Approximate Duration Start of project to report delivery
Information Security Risk Assessment - Administrative Controls - Physical Controls - Technical Controls - Internal and External Vulnerability Scan - S2Score & Reporting	A comprehensive assessment of the organization's information security posture	1 month
Roadmap	Determine the Who, What and When for addressing identified risks.	1 month after assessment delivery
Internal Penetration Test with Segmentation Test	To evaluate security controls protecting the internal network including a segmentation check of a restricted network segment.	4-6 weeks

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Information Security Risk Assessment

FRSecure's information security risk assessment is meant to find the measurable baseline for your security posture and prioritize remediation efforts for the most impactful items. A security assessment is always the first step to building a functioning, measurable security strategy.



Documentation



Observation



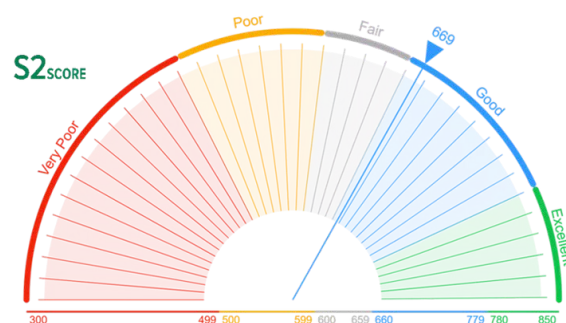
Interview



Technical Testing



	Last Updated
Executive Summary Report A high level report for executive leadership that lays out where the organization's information security program excels and where it is deficient.	Apr 7, 2020 Download
Management Summary Report This report provides a more in-depth look into each phases of the assessment, highlighting strengths and weaknesses that affect the overall S2SCORE.	Apr 7, 2020 Download
Full Report Written with information security professionals in mind, this report breaks down the details of the organization's assessment including tools, logic, and findings.	Apr 7, 2020 Download
Action Plan This report includes recommendations that can be used as a guide to develop detailed action plans that address the identified risks.	Apr 7, 2020 Download



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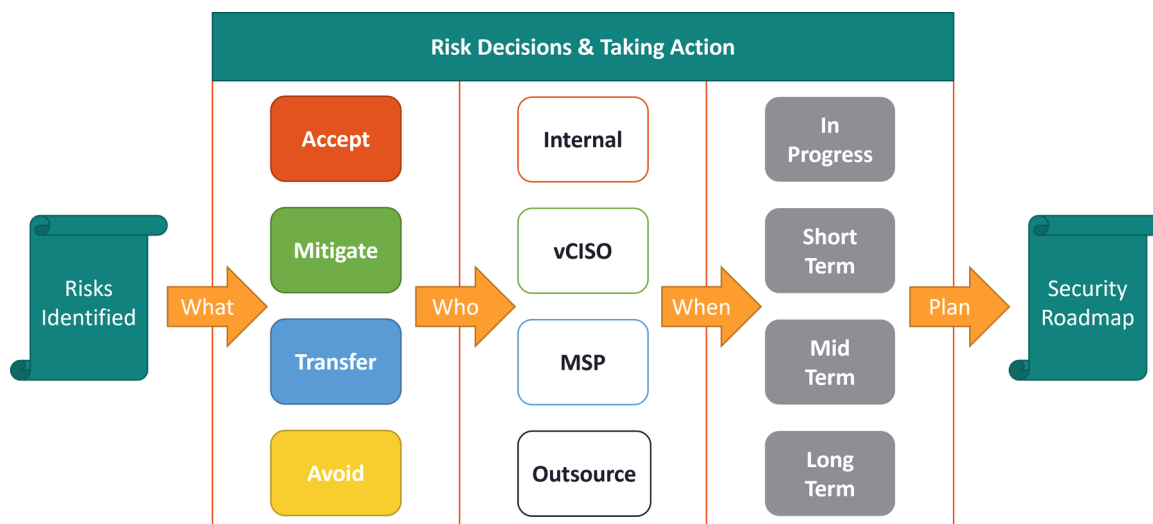
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Security Program Roadmap

Engagement Summary

The primary purpose of the Security Program Roadmap is to empower you to be able to choose which tasks you want to take on and which tasks you want to assign to external resources, and provide a strategic Roadmap for completion of all tasks. All actions are measurable and easily communicated.



Improvement comes through putting the recommendations from the assessment into practice by:

1. Making risk-based decisions about what to do with each recommendation.
2. Assigning responsibility for actions that must be taken.
3. Determining the priority for such actions and assigning deadlines/timelines.

Activities for the Roadmap are driven from the S2Org® assessment.

The FRSecure Analyst creates the initial roadmap (or plan) for your information security program over the next 12-18 months

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Internal Penetration Testing

Objectives

Assuming an attacker has internal access via a beacon, FRSecure assess how easily they could escalate privileges, move laterally, and access sensitive data. The focus is on identifying vulnerabilities, misconfigurations, and weak controls that could enable a deeper compromise.

About us

Our award winning testing team - <https://frsecure.com/team-ambush>

Standards we follow

Penetration Testing Execution Standard - <http://www.pentest-standard.org/>

Enterprise MITRE ATT&CK® - <https://attack.mitre.org/matrices/enterprise/>



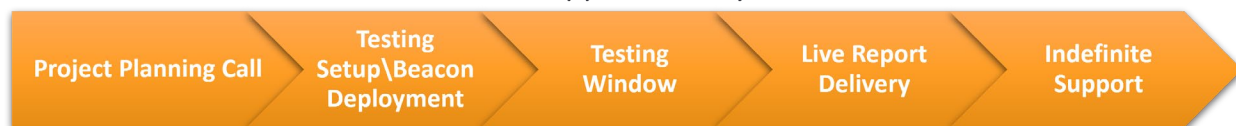
MITRE | ATT&CK®

**OffSec Certified Professional
(OSCP)**

Our Methodology

- **Establish Persistence:** This involves launching a beacon which allows the tester to communicate with the host system.
- **Elevate Access:** By exploiting vulnerabilities or misconfigurations, the tester aims to gain administrative or higher-level access rights, providing greater control over the systems.
- **Move Laterally Through the Network:** The tester attempts to move laterally within the network, seeking ways to access and compromise other systems and resources. This mimics the lateral movement tactics used by real attackers.
- **Gain Domain Administrator Access:** Achieving domain administrator access signifies a significant compromise, allowing manipulation of Active Directory and other critical components.
- **Access Sensitive Data:** This includes proprietary business information, personal data, financial records, or any other information that, if exposed, could have serious consequences for the organization.
- **Crack Passwords:** Demonstrating the importance of strong and well-protected passwords, the tester attempts to crack passwords from hashed or encrypted formats.
- **Reporting and Recommendations:** Findings are detailed in a report outlining successful and failed attempts, key strengths and weaknesses, and recommendations to enhance security.

Estimated Duration: Approximately 4 to 6 Weeks



Deliverables

- **Executive Summary** - Overview of testing objectives, scope, and timeframe.
- **Finding Summary** - Brief description of areas of concern & recommendations
- **Detailed Finding** - In-depth analysis of persistence, Lateral Movement, Gaining Domain Admin, Data Mining, Password Cracking
- **Additional Testing Setup Details** - Examples of command and control traffic example, testing infrastructure setup, file hashes
- **Best Practices** - Additional helpful information for the organization to consider

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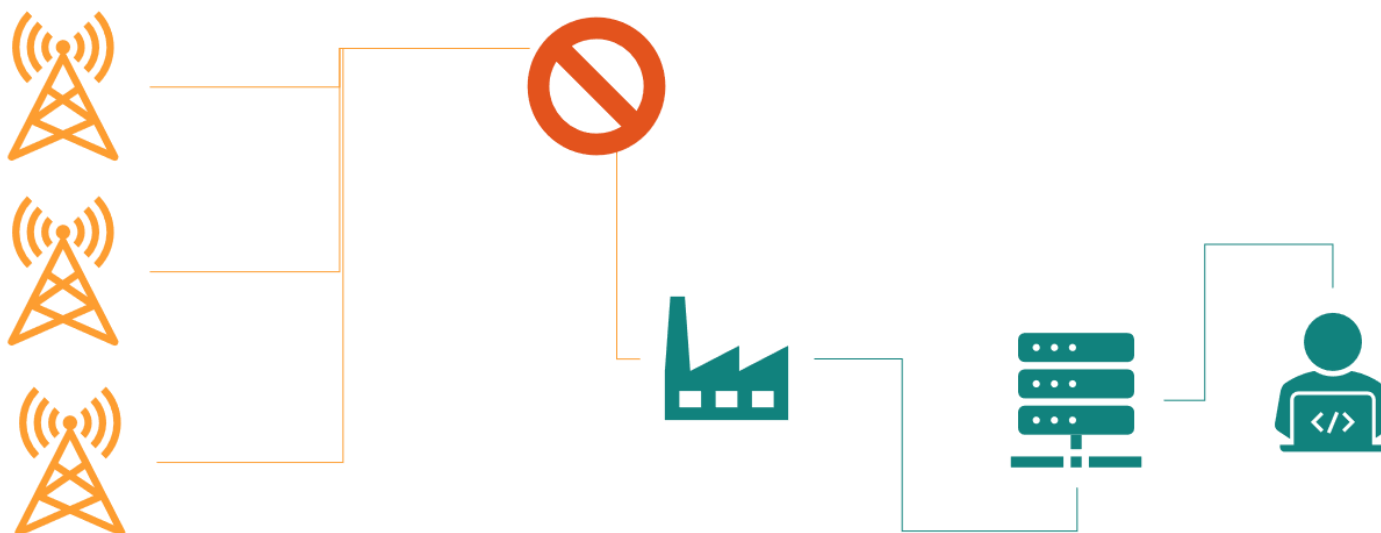


SCADA Internal Network Testing with network segmentation verification

Supervisory control and data acquisition (SCADA) networks typically consist of devices that have vulnerabilities that are not or can not be patched. This fact might be difficult to overcome anytime soon. Isolating these vulnerable networks might be your best line of defense.

The main objective is to test the infrastructure to determine that the SCADA network is not reachable even if an attacker does gain access to the corporate network. We accomplish this by performing an internal network penetration test with a focus on network segmentation verification between the corporate network and the SCADA networks.

FRSecure's pen testing team competes in Defcon's black-badge event Warl0ck Gam3s and have placed in the top three the last several years. The Warl0ck Gam3s are a direct test of the elements of holistic attack simulation on an organization.
Total time of engagement: 4-6 weeks



Detailed information available in the Approach and Process section at the end of the proposal.

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Engagement Scope Details

Engagement	Scope	Kickoff Date based on SOW signature and availability
Security Risk Assessment and Roadmap - L2 - Number of users - Number of physical locations - Number of internal IP addresses Laptops/Workstations/Servers/Network Devices - Number of external IP addresses	Approximately 300 Employees 2 physical locations / Onsite Approximately 350 internal addresses 0 Agent Scanning Licenses Approximately 10 external addresses	2-3 months
Internal Penetration Test with Segmentation Test	Up to 40 Servers Up to 320 Workstations Up to 40 Subnets 1 AD Domain 1 /24 SCADA network Most activity will be conducted during business hours	3-4 months

Engagement Planning

The success of this engagement will be assured by your Key Account Manager in partnership with our Information Security Experts and Project Management Team.

We encourage you to include the entire team in relevant communications, but please consider your Key Account Manager as your go-to for anything you need.

Every engagement begins with formal initiation procedures.

1. Introductions to respective teams and their roles in the engagement
2. Establishment of communication preferences
3. Confirmation of scope and service levels expectation
4. Confirmation of timing and constraints
5. Engagement completion expectations and due date for deliverables

Support Team

Name	Title	Contact
Tim Truninger	Account Executive	ttruninger@frsecure.com
Key Account Management Team	Key Account Manager	kam-manager@frsecure.com
Charles Killmer	Senior Security Analyst & Solution Architect	ckillmer@frsecure.com
Executive Leadership Team		
Oscar Minks	President	ominks@frsecure.com
Vanae Pearson	Chief Financial Officer	vpearson@frsecure.com
Drew Boeke	Chief Revenue Officer	dboeke@frsecure.com
Incident Response Team	In case of Information Security Incident	csirt@frsecure.com

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Engagement Investment

Security Services Bundle	Year 1	Year 2	Year 3	Year 4
Risk Assessment - L2	✓		✓	
Update Risk Assessment		✓		✓
Roadmap	✓	✓	✓	✓
Internal Penetration Test with Segmentation Test	✓	✓	✓	✓

Name	Terms	Annual Price
Security Services Bundle		
☐ 1 Year - Security Services Bundle	Invoiced Annually	\$47,000
☒ 4 Years - Security Services Bundle	Invoiced Annually	\$38,500

Total (USD) \$154,000
See Invoicing Details section below

This Proposal Expires October 18, 2025

Client Acceptance

City of Cottage Grove Signature of Authorized Agent

Date:

Upon completion, information regarding payment details will be sent to you. Your finance department will need this.

Your billing email address

Contact Information

FRSecure LLC
6550 York Ave S #500
Edina, MN 55435
Email: legal@frsecure.com

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Assumptions

FRSecure will provide all of the materials required for the completion of this engagement. FRSecure will rely upon experience, testing, observation, and interviews with City of Cottage Grove employees to assess the completeness and effectiveness of City of Cottage Grove's information security program. FRSecure will follow all guidance provided by the previously referenced standards for the completion of the work.

The FRSecure information security analyst will review a variety of information including, but not necessarily limited to prior working papers, reviews and current City of Cottage Grove diagrams, policies, processes, and procedures.

Assessments that have been conducted follow the standards as noted in the National Institute of Standards in Technology Cybersecurity Framework (NIST CSF), ISO/IEC 27002:2013 international standard, Center for Internet Security (CIS) Controls, & NIST Special Publication 800-53 (NIST SP 800-53).

Change Management Process

Changes can be made to the scope of this engagement and Statement of Work. Any changes requested by either party must be in writing and signed by both parties indicating acceptance.

Invoicing Details

- For Incident Response Retainer agreements, the balance is due upon acceptance of this SOW by City of Cottage Grove.
- A payment schedule will be invoiced annually, quarterly, or monthly starting on the 1st day of the first month services begin.
- A down payment invoice of 50% will be sent approximately 30 days prior to the start of each deliverable. The balance is due upon completion of each deliverable to City of Cottage Grove.
- For one-time project agreements (i.e. assessments, pen tests), a down payment invoice of 50% will be sent approximately 30 days prior to the start of each deliverable. The balance is due upon completion of each deliverable to City of Cottage Grove.
- For Incident Response Retainer agreements, the balance is due upon acceptance of this SOW by City of Cottage Grove.
- For one-time project agreements (i.e. assessments, pen tests), a down payment invoice of 50% will be sent approximately 30 days prior to the start of each deliverable. The balance is due upon completion of each deliverable to City of Cottage Grove.
- A down payment invoice of 50% will be sent approximately 30 days prior to the start of each deliverable. The balance is due upon completion of each deliverable to City of Cottage Grove.
- A payment schedule will be invoiced annually, quarterly, or monthly starting on the 1st day of the first month services begin.
- City of Cottage Grove may cancel this engagement at any time pursuant to Section 2.D of the Master Services Agreement between City of Cottage Grove and FRSecure.
- Meetings cancelled by City of Cottage Grove less than five (5) business days prior to a FRSecure resource commitment of four (4) or more hours will result in a reschedule fee of \$1,000 for time and expenses lost.

Note: Prices shown do not include sales tax, if applicable.

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Practice Lead



Megan Larkins

Director Of Consulting Services

Certifications

- CISSP - Certified Information Systems Security Professional
- PCIP - Payment Card Industry Professional
- CompTIA Network+

With 15+ years in technology and information security, Megan quickly established herself as a key contributor to the FRSecure team. Megan discovered her passion for technology and leadership in college, increasing her knowledge and influence at each organization she worked at.

Customers working with Megan will feel supported by her calm mentoring style. Her organizational skills and focus on detail help keep IT teams on track, reducing the greatest risks to the organization. As a creative problem solver, she brings a unique approach to addressing roadblocks standing in the way of a more mature and prepared team, ready to handle security challenges that come their way.

Megan is passionate about helping everyone understand what they can do to prevent and prepare for any crisis they may encounter. She believes that the strongest organizations are those that adopt a culture of cybersecurity and resiliency- understanding that good security practices save time and resources when strategically executed.



Eric Hanson

Director Of Technical Services

Certifications

- GXPEN - GIAC Exploit Researcher and Advanced Penetration Tester
- GCPN - GIAC Cloud Penetration Testing
- OSCP - Offensive Security Certified Professional

Eric Hanson is an integral part of the FRSecure team, managing offensive service offerings and operations. With over twenty years of experience spread across application & web development, system administration, and penetration testing, Eric is uniquely qualified for his role as Offensive Services Manager.

To Eric, FRSecure's mission to fix a broken industry means constantly maintaining a focus on improving security:

“With the increase in industry service offerings and compliance requirements, it's easy to lose focus on security and just make sure the box gets checked. Always ask how a project improves security. If it serves no purpose other than to satisfy a requirement, then the project is a poor fit.”

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Value Proposition

Based on the conversations between FRSecure and City of Cottage Grove to date, we believe we are an excellent fit for your engagement.

Here are some additional reasons we believe you should select FRSecure:

- **FRSecure's Methodology** – FRSecure has developed a proprietary approach to assessing information security risks. It's more than a checklist of questions and recorded answers. Our approach gives you a full picture of your risks - prioritized and rated - with recommended solutions, so you know which security investments will have the greatest impact.
- **FRSecure's Project Leader** – All of our project leaders have more than 15 years of information security experience as a leader in, and consultant for hundreds of companies ranging from the Fortune 100 to SMBs. BIO's for our project leaders are available upon request.
- **Full Transparency** – FRSecure strongly believes in empowering our customers. The more knowledge transfer that occurs during our engagement, the more value our customers recognize. FRSecure fully discloses the methods, tools, and configurations used to perform analysis work for our customers in the hope that they can easily adopt our processes for their future benefit.
- **Product Agnostic** – FRSecure does not represent any third-party products or services; on purpose. Our projects and recommendations stand on their own, with no ulterior motive to sell you things you don't really need.

FRSecure Information Security Principles

Our Information Security Principles are fundamental to our everyday work and help us to stay focused on our mission to "Fix the Broken Industry". All our Principles are able to stand by themselves, but they are also solidly interrelated.

1. **A business is in business to make money**
Information security must align with business objectives.
2. **Information Security is a business issue**
Information security is NOT an IT issue.
3. **Information Security is fun**
That's right, we said "FUN"!
4. **People are the biggest risk**
Not technology.
5. **"Compliant" and "secure" are different**
We shouldn't confuse the two.
6. **There is no common sense in Information Security**
If there were, we would have better information security.
7. **"Secure" is relative**
One of many reasons for ongoing measurements and comparisons.
8. **Information Security should drive business**
Identify and focus on information security benefits. Information security shouldn't just be a cost-center.
9. **Information Security is not one size fits all**
No two businesses are exactly alike.
10. **There is no "easy button"**
So stop looking for one.

Client references available upon request

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FRSecure LLC Master Services Agreement

Document Name: FRSQ 11463 City of Cottage Grove

This MASTER SERVICES AGREEMENT (the "Agreement") is made as of the date specified at the end of this Agreement (the "Effective Date") by and between FRSecure LLC, a Minnesota limited liability company having its principal place of business at 6550 York Ave S #500 Edina, MN 55435 ("FRSecure") and City of Cottage Grove, having its principal place of business at 12800 Ravine Parkway South, Cottage Grove, MN 55016 ("Client"). FRSecure and Client may be individually referred to as a "Party" or collectively as the "Parties".

WHEREAS, FRSecure provides a variety of security assessment services that its client's make selections from.

WHEREAS, Client desires to retain FRSecure to render certain professional services under the terms and conditions set forth in this Agreement and related Statements of Work; and

WHEREAS, FRSecure hereby agrees to perform such professional services for Client pursuant to and in accordance with the terms and conditions set forth in this Agreement and related Statements of Work.

NOW, THEREFORE, in consideration of the above premises which are incorporated into and made a part of this Agreement, the respective covenants and commitments of the Parties set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRSecure and Client agree as follows:

1. DEFINITIONS.

A. Affiliate is defined as any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, Client. "Control" and its derivatives mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least 50% of the aggregate of all voting equity interests in an entity or (ii) equity interests having the right to at least 50% of the profits of an entity or, in the event of dissolution, to at least 50% of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its Affiliates) of the position of sole general partner.

B. Confidential Information is defined in Section 7 ("Confidential Information").

C. FRSecure Materials is defined as individually or collectively certain procedures, software or programs that are either owned by or licensed to FRSecure, any expression or result of FRSecure's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software code, and other technical information developed or conceived of by FRSecure prior to or in performance of any Services or developed by FRSecure independently of any Services ("FRSecure's Materials").

D. Intellectual Property is defined as all patents (including originals, derivatives, continuations, continuations-in-part, extensions, foreign applications, utility models, and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, trademarks, trademark applications and other proprietary information that would be considered intellectual property or treated with the same confidentiality and value of intellectual property under applicable law, and Intellectual Property Rights, including moral rights.

E. Services is defined as the professional services Client requests FRSecure to perform pursuant to this Agreement and includes any Work Product delivered pursuant to this Agreement or a Statement of Work.

F. Statement of Work ("SOW") is defined as a document signed by both Parties, that describes the specific and mutually agreed upon Services ordered under this Agreement, in a form substantially similar to that attached hereto as Exhibit A. Upon execution by both Parties, each SOW will be incorporated by reference and governed by the terms of this Agreement.

G. FRSecure Personnel is defined as any employees, representatives, agents, subcontractors, independent contractors, third party advisors or any other persons, whether legal or natural, who may act on behalf of, or otherwise represent, FRSecure.

H. Work Product is defined as all final reports, documentation and any other deliverables created or prepared by FRSecure for Client pursuant to this Agreement, that are made, proposed, or developed by FRSecure, alone or with others, specifically

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identified as Deliverables in any related Statement of Work. Notwithstanding anything in this Agreement to the contrary, Work Product does not include ownership of FRSecure's Materials; should any FRSecure Materials be incorporated in the Deliverables, a license as outlined hereunder or in the SOW will govern Client's continued use.

2. TERM/TERMINATION.

A. Term. This Agreement will commence on the Effective Date and will continue in full force and effect until terminated in accordance with this Section 2. The term of each SOW shall be set forth in the applicable SOW and will continue in full force and effect until terminated by either Party pursuant to the termination rights in this Agreement. In the event the term of a SOW extends beyond the termination of this Agreement, the terms of this Agreement shall continue in full force and effect with respect to such SOW until the termination thereof.

B. Termination for Cause. Either Party may terminate this Agreement or any SOW immediately upon notice to the other Party if:

1. The other Party materially breaches any provision of this Agreement or any SOW, and fails to cure or remedy such breach within twenty (20) calendar days of receiving written notice specifying in reasonable detail the nature of such breach;
2. The other Party has committed more than three (3) material breaches of this Agreement or any SOW in a twelve (12) calendar month period, whether or not said breaches have been cured;
3. The other Party materially breaches this Agreement or any SOW in a manner that cannot be remedied; or
4. Either Party may terminate this Agreement immediately for cause upon written notice of termination if the other Party makes an assignment of all or substantially all of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors (collectively "Petitions").

C. Termination for Convenience. Either Party may terminate this Agreement or any SOW upon 30 (thirty) days' written notice to the other Party.

D. Effect of Termination. Termination of one or more SOW will not affect the validity or enforceability of this Agreement, nor the Parties' rights and obligations under any other SOW executed by the Parties, and all such other SOW will remain in full force and effect unless and until terminated in accordance with their terms of this Agreement. Client shall pay FRSecure for all Services performed and all expenses incurred prior to the Effective Date of termination.

In addition, in the event a terminated SOW contains an Amortized Payment Schedule or a Multi-Year Discount, Client agrees to pay the termination fees specified in the applicable SOW. If said SOW does not specify the termination fees, then Client agrees to pay FRSecure for all Services performed and all expenses incurred as of the termination date as well as the Multi-Year Discount that was applied.

3. SERVICES TO BE PERFORMED.

A. In consideration of the fees to be paid by Client pursuant to the terms of this Agreement and all SOW, FRSecure agrees to provide the Services outlined in the Parties' SOW; any amendment to an SOW will be in a signed, written agreement of the Parties.

B. Following a request by Client for FRSecure's Services, FRSecure shall submit a SOW for the Services. Client shall review and accept the SOW by signing and returning it to FRSecure. Upon full execution of this Agreement and the SOW, FRSecure shall perform the Services in accordance with the terms of this Agreement and the SOW.

C. Client shall perform, in a timely manner, such duties and tasks set forth in a SOW to facilitate FRSecure's performance of the Services outlined thereunder and provide FRSecure with reasonable and necessary access to Client's facilities, as requested by FRSecure.

D. Except for Fixed Fees Services, Client acknowledges and agrees that FRSecure's quoted total time and costs associated with each SOW represent FRSecure's good faith estimates based on information supplied to FRSecure by Client. If the project needs or requires change after Services have commenced on a SOW, the SOW may be amended or revised upon mutual agreement of the Parties outlined in writing and signed by both Parties. FRSecure specifically understands and agrees that in no event shall the total fees and/or costs related to Services performed under a SOW exceed, without the prior written consent of Client, any maximum to which the Parties have agreed, as stated on such SOW.

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E. If a SOW requires a physical security assessment of Client's physical location(s) and if Client and FRSecure agree that the physical security assessment will be performed from a remote location, then Client agrees to provide the services of an employee who perform a virtual walkthrough of Client's location, using third-party software, at the direction of FRSecure ("Location Video"). Client agrees that the Location Video will be used for security analysis and consultation services during an online video conference between Client and FRSecure. Client hereby acknowledges and consents to FRSecure recording the video conference including, without limitation, the Location Video, and saving the same on FRSecure's servers. Client agrees that its employee will not record or include any personally identifiable information (PII) or protected health information (PHI) or similar information in the Location Video. FRSecure agrees to use the Location Video solely for purposes of Client work and agrees that the Location Video is the Confidential Information of Client.

F. Client understands and acknowledges that FRSecure uses a team of professionals, each of whom it has a relationship with. FRSecure may utilize third parties, contractors, employees, or other professionals or professional entities to perform its obligations hereunder, at its sole discretion. In any such instance, FRSecure will ensure that its relationship with any person or entity working with it, is aware of and bound to at least the equivalent of FRSecure's obligations to Client hereunder.

4. PAYMENT, INVOICES AND TAXES.

For all Services performed under a SOW or related Adendum, Client shall: (i) pay FRSecure in accordance with each Statement of Work or at the then current FRSecure standard rates, whichever are applicable; (ii) reimburse FRSecure for all reasonable and necessary travel and living expenses FRSecure incurs performing such Services, provided such expenses are incurred in compliance with FRSecure's travel and expense policy, and provided further that such expenses are incurred pursuant to an applicable SOW or other request for Services by Client; and (iii) pay FRSecure upon receipt of each invoice or as otherwise set forth in the applicable SOW. All payments pursuant to this Agreement are non-refundable and non-transferable. Client is responsible for sales taxes, use taxes and other taxes whatever kind, and all duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on FRSecure's income or payroll. Client shall pay a service charge equal to the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoices not paid within thirty (30) days after the invoices were sent. FRSecure invoices shall describe the following: (i) the time period for which the work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel and living expenses by type and amount; and (v) totals.

5. SCOPE OF AUTHORITY/RELATIONSHIP OF THE PARTIES.

Except as expressly stated in a Statement of Work, or as authorized in writing by Client, FRSecure shall have no authority or power, express or implied, to make any representations or warranties regarding Client or to bind or obligate Client or its Affiliates, either directly or indirectly, in any manner or thing whatsoever. In rendering Services pursuant to this Agreement, FRSecure (and FRSecure's Personnel) shall be acting as an independent contractor, not as an employee, fiduciary, or agent of, or joint venturer or partner with, Client or its Affiliates. Client is only interested in the results to be achieved, and the conduct and control of FRSecure's work within the scope of this Agreement shall lie solely with FRSecure, except that Client shall have a general right of supervision to secure the satisfactory completion thereof.

6. INSURANCE.

FRSecure shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed.

7. CONFIDENTIAL INFORMATION.

7.1 DEFINITION. The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all non-public information which is disclosed by either Party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be, confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, code, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, proprietary information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

7.2 TREATMENT OF CONFIDENTIAL INFORMATION. The Disclosing Party's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to

CONFIDENTIAL INFORMATION



know" or used by Recipient other than as authorized by this Agreement. Recipient agrees to use the same degree of care in protecting the Disclosing Party's Confidential Information as it employs in the protection of its own Confidential Information, but in no event less than industry standard of care. Client agrees to exercise the same degree of custodial care in handling and protecting any materials that incorporate FRSecure's materials and intellectual property as they do with their own materials and intellectual property. This includes, but is not limited to, implementing security measures that meet or exceed reasonably high industry standards to prevent unauthorized access, use, or disclosure of FRSecure's intellectual property. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

7.3 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Healthcare Clients Only: FRSecure does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its services. Because FRSecure has many healthcare clients and may inadvertently receive IIHI, it is FRSecure's policy that it will: (i) treat all individually identifiable information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

7.4 RIGHTS AND DUTIES. The Recipient shall not obtain, by virtue of this Agreement, any right, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement or the written request of a Party, each Party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs, except that Recipient may keep an archival copy of Confidential Information for legal purposes.

7.5 Injunctive Relief. The receiving Party acknowledges and agrees that that monetary damages will not fully compensate the disclosing Party in the event of a breach of the terms and conditions of this Section 7 and that upon any such breach or threatened breach, the disclosing Party shall be entitled as a matter of right to specific performance, injunctive relief and/or other equitable relief in addition to all other remedies at law, without the necessity of proving damages or posting bond or other security for the order.

7.6 SURVIVABILITY. The terms of this Section 7 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict with the provisions of this Agreement.

8. INDEMNITY.

8.1 PATENT AND COPYRIGHT INDEMNITY. Except as otherwise provided herein, FRSecure shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to a Statement of Work infringes any United States or Canadian patent or copyright, provided that FRSecure is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim FRSecure shall, in its reasonable judgment; and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-infringing while giving equivalent performance; or (iii) if FRSecure cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. FRSecure shall have no obligation or liability to indemnify and/or defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created, furnished or requested to be used, by or on behalf of Client, (ii) the alleged infringement is the result of a modification made by anyone other than FRSecure; (iii) Client's combination of the Services or Work Product with (a) hardware, software, materials, content or data not provided to Client by FRSecure, or (b) the infringing services or processes were not performed by FRSecure, or (iv) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under a Statement of Work, or the underlying software license to use such Work Product.

8.2 INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third Party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying

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Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim. The Indemnified Party has the right to approve any proposed settlement prior to the Indemnifying Party's acceptance thereof, that affirmatively places on the Indemnified Party an obligation that has a material adverse effect on the Indemnified Party other than requiring the Indemnified Party to cease using all or a portion of the Services or to pay sums eligible for indemnification under this Agreement. Such approval shall not be unreasonably withheld.

8.3 SURVIVAL. The terms of this Section 8 shall survive termination of this Agreement.

9. WARRANTIES AND REPRESENTATIONS.

9.1 Each Party warrants that (i) this Agreement has been validly signed and delivered by the Party and that this Agreement constitutes the legal, valid and binding obligation of the Party enforceable against the Party in accordance with its terms; (ii) the Party has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the signature, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite action on the part of the Party; (iii) the Party's signature and delivery of this Agreement and the Party's performance or compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which the Party is bound or to which the Party's properties are subject; and (iv) there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against the Party which, if adversely determined against the Party, would have a material adverse effect on the Party's ability to perform its obligations under this Agreement.

9.2 FRSecure warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. Provided, however, to the extent Services provided by FRSecure are advisory, no specific result is assured or guaranteed.

9.3 FRSECURE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER FRSECURE EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

10. LIMITATION OF LIABILITY.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNITY) AND EXCEPT AS SET FORTH BELOW, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF AVAILABLE LIMITS OF INSURANCE. IN NO EVENT SHALL FRSECURE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN AS PART OF THE CONSIDERATION FOR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INFRINGEMENT CLAIMS OR ACTIONS, SHALL NOT EXCEED THE AMOUNT OF FRSECURE'S INSURANCE POLICY LIMITS FOR THE TYPE OF CLAIM OR ACTION IN QUESTION. ANY CLAIM BROUGHT HEREUNDER MUST BE BROUGHT WITHIN SIX (6) MONTHS OF THE DATE OF INCIDENT, GIVING RISE TO THE CLAIM.

11. OWNERSHIP OF WORK PRODUCT.

Subject to payment in full of all amounts due to FRSecure in accordance with any applicable SOW and no material breach of the Agreement, the Work Product when delivered for the applicable SOW shall be the property of Client. However, Client shall not license, sub-license, resell, transfer or make other commercial use of any Work Product. Notwithstanding anything to the contrary in this Agreement, FRSecure's Materials shall at all times remain the sole and exclusive property of FRSecure. To the extent that FRSecure's Materials are used in developing, or are incorporated into, any Service or Work Product, and to the extent that ownership of the Work Product or Service is vested in Client, FRSecure shall and hereby does grant to Client a perpetual, irrevocable, transferable, nonexclusive, worldwide, fully paid-up and unrestricted right and license to use, display, reproduce, perform and make modifications to and derivative works based on, FRSecure's Materials only as part of the Services or Work Product and all iterations thereof.

12. MAINTENANCE OF DEVELOPMENT WORK.

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Standard maintenance and support services offered by FRSecure do not cover any customized software, code or new development created under a Statement of Work. If available, maintenance and support may be addressed under a separate services agreement or in the applicable Statement of Work.

13. NOTICE.

Any notice or other communication required or permitted to be given under this Agreement shall be made in writing and sent to the address designated in the first paragraph of this Agreement, designated in the applicable Statement of Work, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed, using one of the following methods: personal delivery, registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

14. WAIVER.

No modification to this Agreement or any Statement of Work, nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both Parties.

15. FORCE MAJEURE.

Except for Client's obligation to pay FRSecure, neither Party shall be liable for any failure to perform its obligations under this Agreement or any Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. A Party whose performance is affected by such an event shall promptly notify the other Party of the delay and use commercially reasonable efforts to mitigate the adverse effects of such an event so as that performance can be achieved as soon as reasonably feasible. Notwithstanding the foregoing, if such a force majeure event continues for more than thirty (30) days, the other Party shall have the right to terminate this Agreement or any applicable Statement of Work upon ten (10) days written notice to the other Party.

16. DISPUTE RESOLUTION.

Any dispute, claim, action or proceeding seeking to enforce any provision of this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration which shall be in Minneapolis, MN and the laws of Minnesota shall be applied without application of its conflicts of law provisions. Any decision in arbitration shall be final and binding upon the parties and judgment may be entered thereon in any court of competent jurisdiction. Further, disputes, claims, actions or proceedings relating to infringement, misuse of intellectual property rights, unpaid invoices or other financial matters, or equitable relief, each party agrees that prior to commencing any action or proceeding, to make a reasonable attempt to settle any dispute by informal negotiations with other party for not more than twenty (20) days. If such informal negotiations are unsuccessful, the parties agree to resolve these matters in the courts of the State of Minnesota.

17. AFFILIATES.

FRSecure understands and agrees that Client Affiliates may procure Services under this Agreement via execution of a Statement of Work. By executing a Statement of Work, the Parties acknowledge and agree that such Affiliate is bound by the terms and conditions under this Agreement solely for the purposes of the work to be performed under the Statement of Work. With regard to Statement of Works entered into by an Client Affiliate: (a) all references to "Client" in this Agreement shall be deemed to mean the Affiliate which entered into the Statement of Work, except where otherwise stated as "Affiliate", (b) each Statement of Work shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Statement of Work and FRSecure and (c) Client shall have no liability under such Statement of Work.

18. RESTRICTION ON HIRE.

During the term of this Agreement and all applicable Statements of Work, neither Party shall: (i) solicit employment and/or employ, any employee, agent or independent contractor of the other party if such potential employment interferes with or is detrimental or harmful in any manner to the other Party's relationship with its employees, agents, independent contractors, or business partners; or (ii) participate or facilitate or assist in any way in soliciting or hiring an employee, agent or independent contractor of the other Party if such solicitation is detrimental or harmful in any manner to the other Party's regular course of business. Notwithstanding the foregoing, nothing shall prevent the other Party from employing an employee of the other Party who: (i) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; or (ii) is directed to the individual by employment search firms where such employment search firms are not directed by the other Party to initiate discussions with respect to the prospective employment of that individual.

19. GENERAL.

CONFIDENTIAL INFORMATION

This document may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this document or the information herein is prohibited without prior permission of FRSecure.



This Agreement shall be governed by the laws of the State of Minnesota, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement and all Statements of Work constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each Party. This document may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one document that is binding upon all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF or facsimile signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this document, each Party hereby waives any right to raise any defense or waiver based upon execution of this document by means of said signatures or maintenance of the executed document electronically. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement or Exhibit. All such proposed variations, edits, or additions (whether submitted by FRSecure or Client) to this Agreement or to a Statement of Work, are objected to and deemed non-binding unless otherwise mutually agreed to in writing.

Client represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all rights in and to data provided to FRSecure for use in and in connection with the Services; (iii) FRSecure's use of such materials in and in connection with the Services will not violate the rights of any third party or infringe upon the intellectual property of any third party.

The terms and conditions of this Agreement apply in full to the services and products provided under a fully executed Statement of Work.

ACCEPTANCE AND AUTHORIZATION

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

IN WITNESS WHEREOF, each party hereto has caused this NDA to be duly executed as of the date of the last signature below. ACKNOWLEDGED AND AGREED:

City of Cottage Grove

Vanae Pearson, CFO FRSecure, LLC

Reference Number: FRMSA FRSQ 11463 City of Cottage Grove

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Exhibit A - Example Statement of Work

NOTE: This is an example only. Formal Statements of Work will follow this or a similar format.

Statement of Work

The information contained within this document is a proposal and formal statement of work, if accepted by execution of this document.

Project Overview

Client Name:

Project Name:

Engagement Duration:

Begin Date:

End Date:

Approach and Process

Project Scope:

Project Constraints

Project Constraints:

Pricing and Payment Terms

Pricing and Payment Terms:

Customer Acceptance

Signatures:

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City Council Action Request

7.S.

Meeting Date	11/5/2025						
Department	Community Development						
Agenda Category	Action Item						
Title	Amirize Nelson Mine - Final Environmental Impact Statement						
Staff Recommendation	Adopt Resolution 2025-161, adopting the Final Environmental Impact Statement adequacy for Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo - Nelson Mine FEIS - Request to Publish 2025-10-1</td></tr><tr><td>2.</td><td>Resolution - FEIS Adequacy Determination</td></tr><tr><td>3.</td><td>Letters - Combined FEIS comment letters</td></tr></table>	1.	Memo - Nelson Mine FEIS - Request to Publish 2025-10-1	2.	Resolution - FEIS Adequacy Determination	3.	Letters - Combined FEIS comment letters
1.	Memo - Nelson Mine FEIS - Request to Publish 2025-10-1						
2.	Resolution - FEIS Adequacy Determination						
3.	Letters - Combined FEIS comment letters						



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

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

DATE: October 30, 2025

RE: Amrize Nelson Mine – Final Environmental Impact Statement

Background

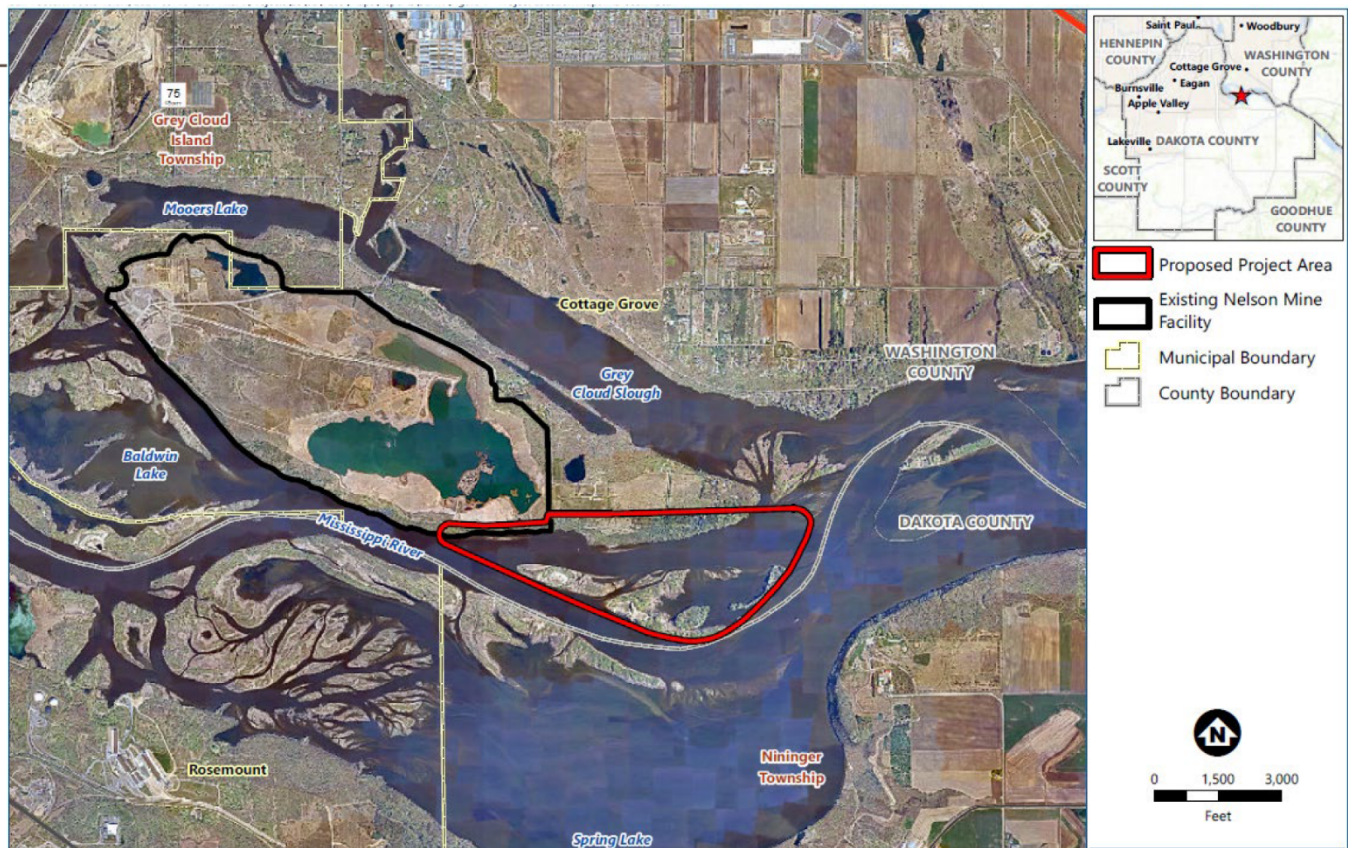
Amrize (formerly Holcim and Aggregate Industries) is proposing to move its mine area, which supports the existing Nelson Sand & Gravel Mine Facility, onto an approximate 395-acre parcel of privately owned land that the company leases in the backwaters of the Mississippi River on Lower Grey Cloud Island. 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.



Project Location Map

EIS Process

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 Minnesota EIS requires extensive issue identification and analysis in three phases of work. 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:

1. Scoping – Council adopted the Final Scoping Document (SDD) on May 4, 2022

- a. 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.

2. Draft EIS – City Council Adopted the Determination of Completeness for the Draft EIS and authorized Distribution for public comment on November 20, 2024

- a. 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.

3. Final EIS – Current phase

- a. The current phase is the Final EIS. The Final EIS is responsive to substantive comments received during the Draft EIS 45-day comment period. With the RGU's decision on completeness and authorization for distribution on October 1, 2025, the Final EIS was published/distributed for a public comment period for the required no less than 10 days from October 14, 2025, through October 28, 2025. The RGU must thereafter consider a determination of "adequacy" for the EIS.

Draft Environmental Impact Statement (DEIS) Comments

Based on Minnesota Rules in 4410.2700, the Final EIS responded 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 identified the Draft EIS commenter, their individual comment, and the response. Some comments resulted in changes to the EIS document, leading to the FEIS.

Final Environmental Impact Statement (FEIS) Content

Summary of FEIS Comments

Below is a summary of the main points from 24 comment letters received during the FEIS 10-day public comment period.

MN Department of Natural Resources (MDNR) - DNR recommends a broader project purpose for downstream regulatory decisions as well as identifying that while impacts to upland sites (Alternative D and the Lakeland Site) would be temporary and could be returned to agriculture post-mining, Alternatives B, C, and E include impacts to public waters, wildlife habitat, and state-listed species. Related to MRCCA consistency, DNR states any new "expansion" or "relocation" of a mining "facility" would, by definition, still be considered new nonmetallic mining. DNR also questions the mitigation measures, including that suitable mitigation will be challenging due to the scope and scale of potential impacts.

Minnesota Indian Affairs Council – MIAC raises concerns about erosion from the project as erosion is a leading factor in the damage of American Indian Cemeteries and Burial Sites and may lead to a massive recovery effort. The Area of Potential Effects (APE) for Alternatives B and E are located within/adjacent American Indian cemetery site 21WA0001, a National Registered Historic Property (NRHP) that is protected under several archaeological laws, including the Minnesota Private Cemeteries Act and the National Historic Preservation Act.

US Army Corps of Engineer (USACE) - The project purpose as defined in the FEIS under Minnesota Rules cannot be used for federal permitting.

MN State Historic Preservation Office (SHPO) - The Final EIS does not appropriately describe the environmental consequences of Alternative B in relation to historic properties and SHPO does not view an unanticipated discovery plan to be an appropriate form of impact minimization or mitigation. They recommend that the project be re-designed to avoid impacting the Schilling Archaeological District, site 21WA0110, and two anomalous features.

Metropolitan Council - Due to potential impacts to the Regional Parks and Trails System, the Council advises the City to find the FEIS inadequate. The proposed Project is likely to adversely impact the use of Spring Lake Park Reserve specifically and the Regional Parks and Trails System more broadly.

Washington County – The County requests continued proactive coordination with affected Tribal Historic Preservation Offices (THPOs) prior to federal consultation, a detailed shoreline reclamation and restoration plan, a comprehensive natural resource inventory, and early integration of visual mitigation.

Dakota County – The FEIS does not adequately analyze and address mitigation measures related to visual impacts from Schaar's Bluff, the 24-hour noise impacts of the facility, and wildlife and environmental impacts.

Shakopee Mdewakanton Sioux Community - The Shakopee Mdewakanton Sioux Community is in concurrence with the Minnesota State Historic Preservation Office findings and recommendations as mentioned in their correspondence regarding the Nelson Mine Backwaters Project. It requests the City to consider the fact that the final resting place of our ancestors are at risk potentially proposed to be disturbed when they should be avoided.

Friends of the Mississippi River - The proposed project is a new expansion of nonmetallic mining in the Shore Impact Zone and therefore prohibited. The FEIS fails to establish that Amrize has legal nonconforming rights.

Concerned Nearby Residents – Residents from Lower Grey Cloud Island, River Acres, nearby St. Paul Park, and other areas raise concerns that the project will permanently alter river landscapes, degrade views on both sides of the river, reduce property values, degrade water quality, and eliminate critical wildlife habitat.

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.

Government Permits or Approvals

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Council Action

The intended action for the Cottage Grove City Council is to determine adequacy of the FEIS.

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

Recommendation

That the City Council adopt Resolution 2025-161 authorizing adopting the Final Environmental Impact Statement adequacy for Amrize (Formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-161

**A RESOLUTION OF FINAL ENVIRONMENTAL IMPACT STATEMENT ADEQUACY
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

WHEREAS, The Notice of Availability of the Final EIS was published in the Environmental Quality Board (EQB) Monitor on October 14, 2025 for the 10-day comment period; and

WHEREAS, the Final EIS 10-day comment period has concluded and the City has considered the comments received; and

WHEREAS, the City has determined the Final EIS to be adequate; it addresses the potential for significant issues and alternatives raised in scoping, provides responses to the substantive comments received during the Draft EIS and is compliant with the procedures set out in Minnesota Rules 4410.2000-.2800.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes city staff to distribute the Notice of Adequacy for the Final EIS for the Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project pursuant to the applicable rules of the Minnesota Environmental Quality Board and Minnesota Rules 4410.2800 Subpart 6.

Passed this 5th day of November 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

From: dfredrickson45@comcast.net
To: [Environmental Impact Study](#); [Ted Fredrickson](#)
Subject: Nelson Mine Backwaters Project
Date: Monday, October 20, 2025 2:04:49 PM

[You don't often get email from dfredrickson45@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

We are opposed to the Nelson Mine Backwaters Project and do not want this project approved.

We raised our family in River Acres and have loved living here since 1980. It's a peaceful and naturally beautiful neighborhood. Its unlit sky provides views of the stars and magic of the sparkling dragonflies. We can sleep with our windows and drapes open in summer and enjoy a big sky view in winter. Trains seldom blow their horns, there is no road traffic, and not even barking dogs interrupt the quiet. Bird calls wake us in spring and honking geese call to us in fall. We kayak the backwaters and enjoy the unspoiled islands. Fishing is great right off the dock.

All this would be spoiled with mining disturbing the soil and sand river bottoms. Animal habitats would be ruined. Blanding turtles are rare in MN, but live in this area of the river. The fly way for thousands of migrating birds would be interrupted. They rest in the exact area of the proposed mine. Who knows what other wildlife would be destroyed.

Our unlit and quiet neighborhood would have lights and mechanical sounds ALL THE TIME. Who wants to live near continuous light plus sound reverberating through this wide river valley?

We ask you to not allow this project to go forward for the sake of all the animals and plants that live in this part of the river as well as for residents who love this unique neighborhood.

Sincerely
Ted and Diane Fredrickson

Sent from my iPhone

From: [Doug Orton](#)
To: [Environmental Impact Study](#)
Subject: Objections to mining near our home
Date: Wednesday, October 22, 2025 1:55:30 PM

You don't often get email from doug.doris.orton@gmail.com. [Learn why this is important](#)

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

We are very concerned about and do object to the likely increase in noise and river usage which would be caused by this mining operation. Please protect us from this problem by and near our house at 7995 River Acres Rd, Cottage Grove, MN 55016. Thank you. Doug and Doris Orton

From: [TOM E DRUDE](#)
To: [Environmental Impact Study](#)
Subject: Nelson Mining propose project response
Date: Wednesday, October 22, 2025 5:22:02 PM

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

Nelson mine backwater project response

Intro: I have lived on the Mississippi River near the proposed mining project for 51 years observing over those years the ebb and flow of the river with ever changing natural changes caused primarily by spring floods and sediment shifting.

Considering those years of natural river changes I respectfully challenge the mining's contention that islands directly adjacent to the proposed mining project were created by the Corp of Engineers and further challenge that the Corp ever asserted so.

The idea that this mining area is critical to the metro area ignores other deposits in and near with far less environmental affray.

Frankly there is little or nothing in this proposed plan that bares any direct or specific input from the Corp and I respectfully challenge Nelson's project "Gaslighting" influence.

Too, the project area is adjacent and connected to SRING Lake, feed not only by the Mississippi river, but equally by natural springs and watershed through the breadth of Washington county and beyond.

Truly concerning is mining of this depth and breadth in this sensitive area. Contrary, this project area lies within one of Cottage Grove's and greater twin cities area greatest treasures of recreation, wildlife, and pristine nature beauty.

**** On the migratory fly way for millions of waterfowl serving hunter enthusiast from in and around our community. Summers filled with graceful swans, nesting Eagles and majestic black winged tipped pelicans here to visit and all to enjoy.***

**** Boaters and fishermen enjoy access to a wide variety of species mostly forgotten that the river holds true trophies to catch and release for others to experience.***

While my response here are mostly my personal/emotional views the scientific review attached may offer further analysis for your consideration.

<https://grok.com/c/9fbac8bd-c5a2-4e88-885a-f0a886bdc5ff>

Respectfully, I truly challenge what benefit the city of CG gains while echoing all we have to lose.

Tom Drude

8005 River Acres Rd

Tom E Drude

Cell:612-719-6773

TomEDrude@MSN.com



City of Cottage Grove
Emily Schmitz
12800 Ravine Parkway South
Cottage Grove, MN 55016

October 24, 2025

The purpose of this letter is to document Dakota County's concerns regarding the proposed Nelson Mine Backwaters Project Final Environmental Impact Statement (EIS).

On January 16, 2025, Dakota County submitted comments on the Draft EIS, raising a number of concerns about the project's impact on the Spring Lake Regional Park Reserve (Park), managed by Dakota County, as well as the general health of the Mississippi River. Upon review, it is apparent the Final EIS is substantially unchanged from the Draft EIS, meaning that the further study, mitigation, and avoidance recommendations made by Dakota County have not been addressed—or even further investigated—by the City of Cottage Grove (as the Responsible Government Unit) or applicant Amrize Midwest Inc. Accordingly, it is the County's position that the Final EIS, if left unchanged, is both procedurally and substantively inadequate.

Visual Impacts

While the County appreciates that additional photographs from the Park were included in appendix C as part of the visual analysis of the proposed mining operation (for Alternative B – Proposed Action), our conclusions as to anticipated impacts are entirely different. The photos included on pages 6, 7, and 10, illustrate the direct line of sight and prominent visual impact that a 65' tall mining dredge and linear conveyor system would have on park visitor views of the Mississippi River from the Park. The photographs in the Final EIS are taken on Schaar's Bluff at the visitor gathering center and main event lawn, the busiest areas of the park. It is no exaggeration that millions of visitors over the course of the proposed 25-year project will now be looking at a view that frames an active mining operation. We do not think that the magnitude of this impact can be overstated.

However, the Final EIS does not propose mitigation of this significant impact in any meaningful way. Chapter 6 of the Final EIS, which remains entirely unchanged from the Draft EIS, speaks only in generalities about mitigative measures which "may be incorporated" "where feasible" and "where possible." Entirely absent from the document is any mention of the specific concerns raised by the County in its comments to the Draft EIS as to the visual impacts on the Park, much less concrete measures to address these concerns. Simply asserting such concerns "could be" addressed through subsequent study and permitting processes, per the response to County comments in Appendix F, is plainly inadequate.

Noise Impacts

As referenced in our original comment letter on the Draft EIS, the 24-hour continuous noise impacts of dredging, conveying, screening, and crushing is entirely incompatible with the peaceful and natural setting of the Park and the

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us

A Dakota County Western Service Center • 14955 Galaxie Ave. • Apple Valley • MN 55124

greater Mississippi River area. The fact that there are other intermittent noises in the area resulting from trains, airplanes, and boats neither minimizes nor excuses the introduction of the type of continuous additional noise anticipated with the project. The occasional, momentary sound of a plane, automobile, or other man-made source is markedly different—in both kind and degree—compared to the constant, monotonous industrial din that will be emitted toward the Park and throughout the river area by the proposed mining operation. While both the Draft and Final EIS cite to a 2010 noise study, said study is not included in either document. Thus, it is impossible for the County to conclude how the measurements or conclusions made in 2010 are relevant, if at all, to the present concerns attributable to the current proposal and conditions. The level and type of noise anticipated by this project could seriously degrade the ability of park visitors to experience the sounds of nature—birds' songs, rustling leaves, flowing water—in a contemplative setting. Again, the Final EIS contains no study or measurements whatsoever that attempt to quantify these impacts, much less any mitigative measures tailored to the County's concern. The stated reliance on the implementation of existing noise measures at the current Nelson Mine site or deferral of the issue to a future permitting process does not adequately address the specifics of the County's comment to the Draft EIS, nor does the conclusory statement that noise levels are anticipated to fall within NAC guidelines.

Wildlife and Environmental Impacts

Finally, Dakota County raised concerns about wildlife and environmental impacts in the Draft EIS. It is clear from the overwhelming responses from other agencies in the Final EIS that this is a widely held concern. The oft-recited response in the Final EIS is that these concerns will be addressed in a future permitting process. Again, these concerns are too significant to be disposed of with a cursory 'wait and see' response and are, in fact, central to the decision about whether the Final EIS is adequate under applicable law.

The stakes here are high. The mining operation, as proposed, will impact an entire generation of Park visitors, posing the risk to seriously impair a regional natural and cultural resource which the County has invested millions of dollars in public funds to develop. The proposed Final EIS completely side-steps the above comments posed by the County, along with myriad other interested parties concerning the impacts of the proposal. The time to address these matters is now, not some indeterminate time in the future when the momentum of the project will inevitably create additional challenges. The Final EIS does not take a "hard look" at the concerns raised by the County and other interested parties regarding the impacts raised by the Draft EIS and comments thereto. Accordingly, the County asserts that the Final EIS is inadequate and urges the City to revisit the issues in a more substantive, collaborative manner tailored to the unique resources at risk here.

The County appreciates the opportunity to comment on the Nelson Mine Final EIS.

Sincerely,



Heidi Welsch, County Manager
Dakota County

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
A Dakota County Western Service Center • 14955 Galaxie Ave. • Apple Valley • MN 55124

From: [Joe Busch](#)
To: [Environmental Impact Study](#)
Subject: Nelson Mine Backwaters Project "public comment")
Date: Friday, October 24, 2025 5:59:50 PM
Attachments: [image001.png](#)

You don't often get email from joe.b@justmanfreight.com. [Learn why this is important](#)

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

Good evening, I am just emailing to comment on the Nelson Mine project. I currently live at 7243 Hyde Ave, Cottage Grove, MN 55016.

I don't want to write a long explanation on my view here so will keep it short. We have know for years that the materials available at the pit would come to an end date.

If I have one question it would be ownership of the land proposed in this project? I drive my boat through there and am very familiar with the area. The plot book map below shows only portions of this land available to PSA . Is the existing river portion and land not available to PSA being purchased?? PSA currently does not own all the area in the plans from what I can see.

Thank you,

Joe Busch
Operations
Justman Freight Lines and Logistics
4855 S Robert Trl
Eagan MN 55123
C-651-600-1040
O- 651-423-1040



MC-175222 & 175096

From: [DELETEDUSERNAME](#)
To: [Environmental Impact Study](#)
Subject: Nelson Mine Backwater IES
Date: Friday, October 24, 2025 7:48:54 AM

[You don't often get email from deletedusername@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

As a longtime resident of Grey Cloud Island I'm intimately aware of what living close to a large scale mining operation means.

Whether it's the truck traffic, barge boating traffic, noise or explosive blasting that shakes my entire house.

It also causes undue financial strain as replacing well pumps has become increasingly expensive.

I feel like our region has fielded the brunt of the metro areas need for long enough.

Let the metro area find a different mine to provide its sand/gravel.

Thanks,

Lance Stariha

9260 Grey Cloud Trail

Grey Cloud Island Twp

Sent from my iPhone

From: [B Matter](#)
To: [Environmental Impact Study](#)
Cc: cemvp-pa@usace.army.mil; [Collins, Melissa \(DNR\)](#)
Subject: Nelson Backwaters" Project Final Environmental Impact Statement (FEIS)
Date: Sunday, October 26, 2025 10:09:04 AM
Attachments: [Subject Nelson Mine Backwaters Project - FEIS - Google Docs.pdf](#)

You don't often get email from matterbonnie@gmail.com. [Learn why this is important](#)

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Attached please find my comments regarding the Holcim / Amrize Nelson Backwaters' Project Final Environmental Impact Statement (FEIS). Thank you.

Bonnie Matter

From: [B Matter](#)
To: [Environmental Impact Study](#)
Subject: Holcim / Amrize / Nelson Backwaters" Project FEIS
Date: Monday, October 27, 2025 2:30:58 PM

You don't often get email from matterbonnie@gmail.com. [Learn why this is important](#)

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Nelson Backwaters' Project - Maybe Holcim / Amrize / Nelson Backwaters' Project could pick up one of these locations allowing it to stay out of the Mississippi River riverbed:

Minnesota Paving & Materials - OMG Midwest, Inc. - A CRH Company

Minnesota asphalt, aggregate company to lay off nearly 300 workers.

<https://www.mprnews.org/story/2025/10/21/minnesota-paving-materials-asphalt-aggregate-company-layoffs>

OMG Midwest, Inc. letter to State of Minnesota DEED Office with affected locations:

https://mn.gov/deed/assets/warn-2025-omg-midwest-inc_tcm1045-710199.pdf

Thank you.
Bonnie Matter

Thank you.

TRANSMITTED VIA EMAIL

6649 Inskip Avenue South
Cottage Grove, MN 55016

October 25, 2025

Ms. Emily Schmitz,
Community Development Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
651/458-2874
email: eis@cottagegrovemn.gov

Subject: Nelson Mine Backwaters' Project FEIS

I oppose the Holcim / Amrize Nelson Backwaters Project in the Mississippi River riverbed. There is no new information in the updated Final Environmental Impact Statement (FEIS) that changes any of the concerns outlined in my January 16, 2025 relating to the Draft Environmental Impact Statement (DEIS). The updated FEIS confirms my reasons why this project should not move forward.

Keep mining out of the Mississippi River, the riverbed, the surface waters, the aquifers, the wetlands and the groundwater.

- **Groundwater contamination** - this question has been sidestepped from the beginning. The company representative / consultant with groundwater expertise did not show up at the public meeting to answer questions. The FEIS response to see the 4.5 Groundwater section explains why this FEIS should not move forward. "If groundwater is not used but the work may affect groundwater, the potential impact to groundwater needs to be investigated."

4.5.1 Affected Environment and 4.5.1.1 Alternative B along with Figure 4-50 are straightforward. The FEIS states that the proposed project in the riverbed is underlain by the Upper Tunnel City Aquifer and Lower Tunnel City Aquitard. Figure 4-50 indicates the Upper Tunnel City Aquifer has high permeability with high permeability bedding fracture known to be common.

By mining in the riverbed, there is the potential for contamination of the Upper Tunnel City Aquifer, the groundwater and the drinking water for down river Mississippi homes, Hastings and other eastern Dakota towns. Was the City of Hastings on the list of reviewers? Add the Minnesota Department of Health to the list of required permits for drinking water.

The Tunnel City Aquifer is not present across the entire metro area. Met Council management concerns include:

- Productivity varies greatly across the region and is highest where it is fractured or weathered
- Connected to some protected surface waters
- Vulnerable to contamination where fractured and where bedrock above it has been eroded

[Regional Groundwater and Aquifers - Metropolitan Council](#)

[2025 Groundwater Policy Report | Minnesota Environmental Quality Board](#)

- Wetlands - The Nelson Mining Backwaters Project calls for the destruction and “mitigation” of 296 wetland acres. (Please read the section on WETLANDS in my attached letter of January 16, 2025.) The importance and benefits of wetlands are extensive. There is no “mitigation” that can replace or offset the damage that will be done to

these wetlands and the local environment if this riverbed mining is allowed to move forward. The Wetland responses in 4.4.3.2 and page 4-120 only offer something in lieu of. There is nothing that can be done that will make this Mississippi River riverbed's destruction whole again. The ecosystem will be changed forever.

- Mining in the Mississippi River riverbed - My research could find no company that has been allowed to conduct sand and gravel mining in the Mississippi River riverbed. Due to the many environmental consequences that are known and UNKNOWN, this is a precedent that should not be allowed.

I have many other concerns about this project. The more I learn, the longer the list grows.

Thank you.

Respectfully,

/signed

Bonnie Matter

6649 Inskip Avenue South

Cottage Grove, MN 55016

651/459-6463

matterbonnie@gmail.com

Email Copy to:

Public Affairs, US Army Corps of Engineers Mississippi Valley St. Paul,

651/290-5807

email: cemvp-pa@usace.army.mil

Melissa Collins, Minnesota DNR Regional Environmental Assessment

Ecologist, Region 3 (Central)

651-259-5755

email: melissa.collins@state.mn.us

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TRANSMITTED VIA EMAIL

6649 Inskip Avenue South
Cottage Grove, MN 55016

January 16, 2025

Ms. Emily Schmitz,
Community Development Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
651/458-2874
email: eis@cottagegrovemn.gov

Subject: Nelson Mine Backwaters Project¹ DEIS

I am opposed to the Nelson Mine Backwaters Project.

The first question is why is the Nelson Mine Backwaters DEIS request in process when Holcim, Inc., a Swiss Company, announced on January 28, **2024**, that it was spinning off its North American Operation?² The spin-off company will be an “***Independent public company***”. The new publicly-held company’s plans will be finalized in the first half of 2025.³

It was misleading to brand project communications as “Holcim, Inc.” without also informing the public of the upcoming spin-off since there will be a new “**publicly-held**” company assuming responsibility and liability for the

¹ <https://cottagegrovemn.gov/598/Nelson-Mine-Backwaters-Project-EIS>

² Holcim, Inc. website
<https://www.holcim.com/media/media-releases/holcim-appoints-board-and-ceo-for-planned-north-american-company>

³ North America Business Spin-off:: <https://www.holcim.com/investors/listing-north-america-business-us>

operations. It is very important to understand who will assume liability for any ***past and current*** environmental damages should they arise.

As it relates to the 200 foot mining pit in the Mississippi River riverbed, a considerable investment of time and money have been - and will continue to be - invested into the City of Cottage Grove's water infrastructure to help ensure that its residents have clean drinking water. Approval of this mining-in-the-riverbed project by the City of Cottage Grove and Washington County would call into question the City's and the County's commitment to ensure clean drinking water for the future.

Keep mining out of the Mississippi River, the riverbed, the surface waters, the aquifers, the wetlands and the groundwater. The Mississippi River is too vital of a national resource to allow the digging of a 200 ft pit into the riverbed to extract sand and gravel. There is too much that is unknown regarding the irreparable environmental harm that may occur with this project.

What if this Mississippi River riverbed mining project causes irreparable damage to the aquifer(s)? Where has a 200 foot pit mining operation ever operated in the Mississippi River riverbed? Research finds no examples. Dredging performed by the Army Corps of Engineers (ACOE) is deep enough to keep a 9 foot depth open for barge traffic.

Harm to the natural environment and the impact on wildlife, aquatic biota, are, of course, of concern as they would be sorely impacted by this mining operation but this type of mining in the riverbed raises even far more serious consequences.

The Mississippi River, the aquifers, the wetlands and the source waters are all interconnected and provide an ecosystem for the survival of human life ... which means you and me. That we would be willing to destroy this ecosystem for this purpose is irresponsible and reprehensible.

Mississippi River, Surface Water, Groundwater, Aquifers and Wetlands and their importance in our ecosystem. They are interconnected and work together as a system to literally support human life:

- **Source Water Protection**

- Source water refers to drinking water from streams, rivers, lakes, or underground aquifers that provide water for public water supplies and private wells. Source water protection is a community effort to prevent water pollution before it can reach our drinking water and become a public health problem.

Metro area drinking water sources: Drinking water source protection has been identified as a management goal for about 50% of the metro area. Of the region's 186 communities, 163 contain a source water protection area. Water flowing through these areas is the source for over 90% of the region's population (almost 3 million people).

Metro area land use: Since land use is so tied to drinking water quality, the state has found it important 1) to assess the likelihood that aquifers are subject to impacts from overlying land and water uses, and 2) to help entities manage these areas through wellhead protection plans.⁴

- **Surface Water:**

- Of the major rivers in the metropolitan area, only the Mississippi River is currently used as a source of drinking water.⁵
- Minnesota's primary drinking water sources are groundwater and surface water. Surface water is the water in lakes, rivers,

⁴ Met Council - Source Water Protection:

<https://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Basics/Source-Water-Protection.aspx>

⁵ Met Council - Surface Water

<https://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Basics/Surface-Water.aspx>

and streams above the surface of the land. Surface water supplies 25 percent of Minnesota's drinking water. Minneapolis' source water is the Mississippi River, a surface water.⁶

- **Groundwater -**

The Groundwater portion of the EIS was not covered in the Public Meeting presentation and the agency expert was not at the December 19, 2024, Public Hearing to answer questions.⁷

As the 200 foot pit is mined, what existing riverbed contamination would be disturbed and dispersed in the river and the aquifers?

- Groundwater is water that fills the cracks and pores of rocks and sediments that lie beneath the surface of the earth – much the way water saturates a sponge. In the Twin Cities metropolitan area, this is an abundant but finite and vulnerable resource.⁸

Groundwater is the source of drinking water for 75% of the people in the Twin Cities metropolitan area. Groundwater also flows into many of our lakes and rivers, supporting the recreational parks and natural ecosystems that are so unique and valuable to our metropolitan area.⁹

Current use reflects a long-term shift in the balance between surface water and groundwater, and a growing body of

⁶ Source:

https://www2.minneapolismn.gov/media/content-assets/www2-documents/residents/420085-1-MPLS_2023-CCR_v6.pdf

⁷ Nelson Mining Backwaters Project Public Meeting Presentation December 19, 2024

<https://www.youtube.com/watch?v=PBXLZCeXrdA>

⁸ Met Council: Twin Cities Metropolitan Groundwater Digest

<https://metro council.org/Wastewater-Water/Publications-And-Resources/WATER-SUPPLY-PLANNING/GROUNDWATER-SURFACE-WATER/Groundwater-Digest,-Twin-Cities-Metropolitan-Area..aspx>

⁹ Ibid

evidence indicates that a “business as usual” approach to groundwater management may not be sustainable.¹⁰

- Water level and flow records show downward trends in groundwater-connected lakes, wetlands, and trout streams
 - Groundwater contamination has been documented in many locations
 - Groundwater observation well records show a downward trend at many locations
 - Well interference complaints are increasing
- Whether public or private, all water supplies are drawn from these essential natural resources that are shared by the entire region. Over half of Minnesota’s population – more than 3 million people – relies on these sources. Approximately 90% are provided with water by the region’s 100 municipal water supply systems; the remaining 10% are supplied by private wells.¹¹

While sufficient water supplies may exist in the seven-county metro area to meet future demand, the uneven distribution of drinking water sources consigns communities in some part of the region to an ongoing concern about water supply. For others, the competing demand between groundwater withdrawal and surface water protection poses a challenge.

¹⁰ Met Council: Twin Cities Metropolitan Groundwater Digest
<https://metro council.org/Wastewater-Water/Publications-And-Resources/WATER-SUPPLY-PLANNING/GROUNDWATER-SURFACE-WATER/Groundwater-Digest.-Twin-Cities-Metropolitan-Area..aspx>

¹¹ Met Council: Water Supply in the Twin Cities
https://metro council.org/Wastewater-Water/Publications-And-Resources/WATER-SUPPLY-PLANNING/WATER-SUPPLY-PLANNING-FACTS/WaterSupply-TCMA_WEB.aspx

Contamination is a concern for all, as is the inevitability of occasional droughts.¹²

- Regional water demand totals more than a billion gallons a day. Almost half of that is municipal demand, the fastest growing water use. By 2030, municipal water demand is projected to increase 25% to support the region's larger economy and population.¹³
- About 115 million people—more than one-third of the Nation's population—rely on groundwater for drinking water. As the Nation's population grows, the need for high-quality drinking-water supplies becomes even more urgent.¹⁴

Aquifers¹⁵

Provide a diagram of the aquifers in the proposed mining riverbed area. How / where do these aquifers fit within the Cambrian-Ordovician aquifer system?

- The Cambrian-Ordovician aquifer system ranks ninth in the nation as a source of groundwater for public supply, providing 631 million gallons per day for this use. The aquifer underlies an area with a population of about 26 million people in parts of seven states and includes the metropolitan areas of Chicago,

¹² Met Council: Water Supply in the Twin Cities
https://metro council.org/Wastewater-Water/Publications-And-Resources/WATER-SUPPLY-PLANNING/WATER-SUPPLY-PLANNING-FACTS/WaterSupply-TCMA_WEB.aspx

¹³ Ibid

¹⁴ US Geological Service, The Quality of the Nations Groundwater
<https://www.usgs.gov/news/featured-story/quality-nations-groundwater#>

¹⁵ OFR12-01, Geologic Atlas User's Guide: Using Geologic Maps and Databases for Resource Management and Planning, Setterholm, Dale, R., 2019
<https://conservancy.umn.edu/items/c4dacc6d-96b0-423d-95f7-adee5356d395>

Illinois; Milwaukee, Wisconsin; and Minneapolis-St. Paul, Minnesota.¹⁶

Provide a diagram and describe the project's understanding of how these aquifers work for the regeneration of groundwater and how the groundwater will move through the various aquifers and be dispersed to areas away from the initial location — typically downstream. Indicate the groundwater flow towards any pumping location.

When digging a 200 foot pit in the riverbed, how many aquifers are entered? Provide diagram of aquifers entered and at what depth? As these aquifers are entered would the aquifer(s) become contaminated with any hazardous sediment disturbed by the digging? How are contaminated aquifers tracked and remediated? Can a contaminated aquifer be remediated? Can the new, publicly-held, to-be-named company afford the remediations?

Have aquifers been entered and mined in other nearby locations in the past? Please advise the location and the aquifer(s).

Wetlands

The Nelson Mining Backwaters Project calls for the destruction and “mitigation” of 296 wetland acres!

Wetland Acreage Types - 296 total acres

- 2 acres, <1% - Fresh Wet Meadow
- 39 acres, 13% - Floodplain Forest (Grey Cloud Island)
- 42 acres, 14% - Shallow marsh
- 80 acres, 27% - Deep Marsh
- 133 acres, 45% - Shallow open water (aka Riverine)
- Floodplain Forest Islands

¹⁶ US Geological Service Groundwater Quality in the Midwest
<https://www.usgs.gov/news/technical-announcement/groundwater-quality-midwest-cambrian-ordovician-aquifer-system>

Note: This project requires a 2:1 ratio for wetland mitigation - 1 acre of wetland requires 2 acres of mitigation.¹⁷

I asked and was told that there are not enough credits in the entire United States available for purchase for mitigation!

These wetlands are an integral part of the existing ecosystem and should not be destroyed for a 200 foot mining pit in the riverbed.

Wetlands are a critical component of the ecosystem. The general population does not appear to have an understanding of the wetlands importance.

For ease of reference, following are excerpts from the EPA “Why are Wetlands Important?” web page that provides a brief overview of wetlands importance to the ecosystem and human life.¹⁸

- **Why are Wetlands Important?**

Wetlands are important features in the landscape that provide numerous beneficial services for people and for fish and wildlife. Some of these services, or functions, include protecting and improving water quality, providing fish and wildlife habitats, storing floodwaters and maintaining surface water flow during dry periods. These valuable functions are the result of the unique natural characteristics of wetlands.

Wetlands and Nature

Wetlands are among the most productive ecosystems in the world, comparable to rain forests and coral reefs. An immense variety of species of microbes, plants, insects, amphibians, reptiles, birds, fish and mammals can be part of a wetland ecosystem. Climate, landscape shape (topology),

¹⁷ Nelson Mining Backwaters Project Public Meeting Presentation December 19, 2024

<https://www.youtube.com/watch?v=PBXLZCeXrdA>

¹⁸ EPA Why are wetlands important <https://www.epa.gov/wetlands/why-are-wetlands-important>:

geology and the movement and abundance of water help to determine the plants and animals that inhabit each wetland. The complex, dynamic relationships among the organisms inhabiting the wetland environment are called food webs. This is why wetlands in Texas, North Carolina and Alaska differ from one another.

Wetlands can be thought of as "biological supermarkets." They provide great volumes of food that attract many animal species. These animals use wetlands for part of or all of their life-cycle. Dead plant leaves and stems break down in the water to form small particles of organic material called "detritus." This enriched material feeds many small aquatic insects, shellfish and small fish that are food for larger predatory fish, reptiles, amphibians, birds and mammals.

The functions of a wetland and the values of these functions to humans depend on a complex set of relationships between the wetland and the other ecosystems in the watershed. A watershed is a geographic area in which water, sediments and dissolved materials drain from higher elevations to a common low-lying outlet or basin a point on a larger stream, lake, underlying aquifer or estuary.

Wetlands play an integral role in the ecology of the watershed. The combination of shallow water, high levels of nutrients and primary productivity is ideal for the development of organisms that form the base of the food web and feed many species of fish, amphibians, shellfish and insects. Many species of birds and mammals rely on wetlands for food, water and shelter, especially during migration and breeding.

Wetlands' microbes, plants and wildlife are part of global cycles for water, nitrogen and sulfur. **Scientists now know that atmospheric maintenance may be an additional wetlands function.** Wetlands store carbon within their plant communities and soil instead of releasing it to the atmosphere as carbon dioxide. Thus wetlands help to moderate global climate conditions.

Wetlands and People

Far from being useless, disease-ridden places, wetlands provide values that no other ecosystem can. These include natural water quality improvement, flood protection, shoreline erosion control, opportunities for recreation and aesthetic appreciation and natural products for our use at no cost.

Protecting wetlands can protect our safety and welfare.

Natural Products for Our Economy

We use a wealth of natural products from wetlands, including fish and shellfish, blueberries, cranberries, timber and wild rice. Some medicines are derived from wetland soils and plants. Many of the nation's fishing and shellfishing industries harvest wetland-dependent species. In the Southeast, for example, nearly all the commercial catch and over half of the recreational harvest are fish and shellfish that depend on the estuary-coastal wetland system. Louisiana's coastal marshes are tremendously valuable for their commercial fish and shellfish harvest. Wetlands are habitats for fur-bearers like muskrat, beaver and mink as well as reptiles such as alligators.

Fish and Wildlife Habitat

More than one-third of the United States' threatened and endangered species live only in wetlands, and nearly half use wetlands at some point in their lives. Many other animals and plants depend on wetlands for survival.

For many animals and plants such as wood ducks, muskrat, cattails and swamp rose, inland wetlands are the only places they can live. Beaver may actually create their own wetlands. For others, such as striped bass, peregrine falcon, otter, black bear, raccoon and deer, wetlands provide important food, water or shelter.

Many of the U.S. breeding bird populations-- including ducks, geese, woodpeckers, hawks, wading birds and many song-birds-- feed, nest and raise their young in wetlands. Migratory waterfowl use coastal and inland wetlands as resting, feeding, breeding or nesting grounds for at least part of the year. Indeed, an international agreement to protect wetlands of international importance was developed because some species of migratory birds are completely dependent on certain wetlands and would become extinct if those wetlands were destroyed.

Flood Protection

Wetlands function as natural sponges that trap and slowly release surface water, rain, snowmelt, groundwater and flood waters. Trees, root mats and other wetland vegetation also slow the speed of flood waters and distribute them more slowly over the floodplain. This combined water storage and braking action lowers flood heights and reduces erosion.

Wetlands within and downstream of urban areas are particularly valuable, counteracting the greatly increased rate and volume of surface- water runoff from pavement and buildings. The holding capacity of wetlands helps control floods and prevents water logging of crops. Preserving and restoring wetlands together with other water retention can often provide the level of flood control otherwise provided by expensive dredge operations and levees. The bottomland hardwood- riparian

wetlands along the Mississippi River once stored at least 60 days of floodwater. Now they store only 12 days because most have been filled or drained.

- Wetlands are the link between the land and the water. They are transition zones where the flow of water, the cycling of nutrients, and the energy of the sun meet to produce a unique ecosystem characterized by hydrology, soils, and vegetation—making these areas very important features of a watershed. Using a watershed-based approach to wetland protection ensures that the whole system, including land, air, and water resources, is protected.¹⁹
- Wetland hydrology and flood control: Wetlands are transition zones between uplands and deeper water, unique ecosystems characterized by their hydrology, soils and vegetation. They function like natural tubs, storing flood waters that overflow riverbanks and surface water that collects in depressional areas. In this way, wetlands can help protect adjacent and downstream property from flood damage.²⁰

How Do Wetlands Help Reduce Flooding?²¹

The effectiveness of wetlands for flood abatement may vary, depending on the size of the area, type and condition of vegetation, slope, location of the wetland in the flood path and the saturation of wetland soils before flooding. A one-acre wetland can typically store about three-acre feet of water, or

¹⁹ EPA Wetlands Overview:

https://www.epa.gov/sites/default/files/2021-01/documents/wetlands_overview.pdf

²⁰ EPA Wetlands Protecting Life and Property From Flooding

https://www.epa.gov/sites/default/files/2021-01/documents/wetlands_protecting_life_and_property_from_flooding.pdf

²¹ EPA Wetlands protecting life and property from flooding

https://www.epa.gov/sites/default/files/2021-01/documents/wetlands_protecting_life_and_property_from_flooding.pdf

one million gallons. An acre-foot is one acre of land, about three-quarters the size of a football field, covered one foot deep in water. Three acre-feet describes the same area of land covered by three feet of water. Trees and other wetland vegetation help slow the speed of flood waters. This action, combined with water storage, can actually lower flood heights and reduce the water's destructive potential. (Source: EPA)

The Wetlands Initiative completed an 18-month study, "Flood Damage Reduction in the Upper Mississippi River Basin: An Ecological Means." The study revealed that restoring the 100-year flood zone of the Upper Mississippi five-state watershed could store 39 million acre-feet of floodwater, the volume that caused the Great Flood of 1993, and save over \$16 billion in projected flood damage costs.

In Minnesota, an additional study by The Wetlands Initiative noted that flood peaks and damage costs would be decreased by restoring the natural hydrology of the floodplain. The cost of replacing the flood control function of the 5,000 acres of wetlands drained each year in Minnesota alone would be \$1.5 million, compared to the potentially millions of dollars lost to flooding. Preserving wetlands in the first place and restoring some of those that have been drained could help reduce future flood losses. (Source: The Wetlands Initiative)

Required Permits and Approvals

Why is the Minnesota Department of Health not listed on the Table 1-1 Required Permits and Approvals?

Yes, this letter is long but the Draft EIS request to mine a 200 foot pit in the Mississippi River riverbed tells a story about how natural resources can be destroyed and, then, “mitigated”. This letter is a story that must be told about what these natural resources are, how they are an interconnected system, the importance in our lives, and why this type of destruction should not be allowed to happen. Water is life.

I look forward to your response.

Respectfully,

/signed

Bonnie Matter

6649 Inskip Avenue South

Cottage Grove, MN 55016

651/459-6463

matterbonnie@gmail.com

Email Copy to:

Public Affairs, US Army Corps of Engineers Mississippi Valley St. Paul,

651/290-5807

email: cemvp-pa@usace.army.mil

Melissa Collins, Minnesota DNR Regional Environmental Assessment

Ecologist, Region 3 (Central)

651-259-5755

email: melissa.collins@state.mn.us

Washington County Public Works (Larson Quarry - Info only)

PublicWorks@co.washington.mn.us

Daniel Elder, Zoning Administrator (Larson Quarry - Info only)

RGU: Washington County

(651) 430-4307

daniel.elder@co.washington.mn.us

From: [naomi tiger](#)
To: [Environmental Impact Study](#)
Subject: Mine opposition
Date: Sunday, October 26, 2025 7:05:49 PM

You don't often get email from tigerlady732@yahoo.com. [Learn why this is important](#)

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

I am writing to formally state that myself and family oppose minning the Mississippi River at lower grey cloud island.

As residents of St Paul Park we enjoy the quiet and peaceful nature that is left. In addition to the tragedy that would occur within the natural habitat this project would also create undesirable traffic, noise, water and air pollution.

Please, please consider the next generation of children to grow up here and what we will be leaving them (if anything) of what was once a beautiful natural and green habitat.

Signed a concerned resident.

[Yahoo Mail: Search, Organize, Conquer](#)

From: [Wierzbinski, Daryl W CIV USARMY CEMVP \(USA\)](#)
To: [Environmental Impact Study](#)
Cc: [patty.bestler@amrize.com](#); [Collins, Melissa \(DNR\)](#); [Wilde, William \(MPCA\)](#); [Weaver, Kerryann](#); [Utrup, Nick J](#); [Henriksen, Holly R](#)
Subject: 2007-03505-DWW 20251027 COM FEIS.pdf
Date: Monday, October 27, 2025 2:26:09 PM
Attachments: [2007-03505-DWW 20251027 COM FEIS.pdf](#)

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

Please see the attached Corps of Engineers response letter for the Final EIS review about the Nelson Mine Project.

No hardcopies will be mailed.

Please save for your records.

Daryl W. Wierzbinski
U.S. Army Corps of Engineers, Duluth office
11 East Superior Street, Suite 260
Duluth, Minnesota 55802
Phone: 📞 218 350-1491
Email: daryl.w.wierzbinski@usace.army.mil

Requests for action (pre-application consultations, permit applications, requests for delineation concurrences, requests for jurisdictional determinations, and mitigation bank proposals) should be sent directly to the following email: usace_requests_mn@usace.army.mil. Please include the county name in the subject line of the email (e.g. Washington County).



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

October 27, 2025

Regulatory File No. 2007-03505-DWW

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

Dear Emily Schmitz:

This letter is in response to the request for comments for the state Final Environmental Impact Statement (FEIS) for the Amrize (formerly "Holcim – MWR, Inc."), Nelson Mine Backwaters proposal in Washington County, Minnesota. We understand the FEIS has been prepared and submitted as a requirement of Minnesota Rules under Minnesota Environmental Protection Act (MEPA). This letter addresses the responses to our initial comments from the Draft Environmental Impact Statement (DEIS), Appendix F (Letter number 92, Page 80-86). We appreciate the opportunity to provide comments related to federal permitting requirements.

We appreciate the acknowledgement that the FEIS is being prepared according to the RGU's authority under MEPA, and recognition of differences between state and federal environmental review requirements. Amrize has clarified the project will be evaluated separately under the federal review process and additional analysis is anticipated to satisfy the National Environmental Policy Act (NEPA) (33 CFR part 325), Public Interest Review (33 CFR § 320.4), and compliance with the Section 404(b)(1) Guidelines (Guidelines) (40 CFR part 230).

While we have provided numerous comments directly to the applicant and consultant, and during the Technical Advisory Committee (TAC) meetings, would like to continue to highlight the importance of project purpose and need under Section 404 of the Clean Water Act (CWA) due to numerous responses related to the purpose and need through Appendix F of the FEIS.

The project is not a water dependent project; therefore, Amrize must rebut the presumption that there is an upland alternative that is less environmentally damaging. The project purpose, defined in the FEIS, limits the range of alternatives to the applicant's preferred alternative to mining gravel in the Mississippi River. We understand the applicant's project purpose in the FEIS may satisfy MEPA requirement; however, the project purpose defined in the FEIS cannot be used for federal permitting, specifically for CWA Section 404 purposes, as it precludes any off-site alternatives.

We appreciate the opportunity to provide our comments and look forward to continuing to work with the Amrize to develop a permittable alternative. If you have any questions, please contact me in our Duluth office at (218) 350-1491 or daryl.w.wierzbinski@usace.army.mil. We look forward to continuing close coordination during the review of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl W. Wierzbinski". The signature is fluid and cursive, with the first name "Daryl" being the most prominent.

Daryl W Wierzbinski
Lead Project Manager

cc:

Patty Bestler, Amrize US, patty.bestler@amrize.com
USACE comments submitted, eis@cottagegrovemn.gov
Melissa Collins, MNDNR
Bill Wilde, MPCA
KerryAnn Weaver, US EPA
Nick Utrup, US FWS
Holly Henriksen, NPS

From: [Beth Zaiken](#)
To: [Environmental Impact Study](#)
Subject: Comments on the FEIS — Nelson Mine Backwaters Project
Date: Monday, October 27, 2025 1:34:23 PM

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To:
Emily Schmitz
Community Development Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
Email: eis@cottagegrovemn.gov

Dear Ms. Schmitz and City of Cottage Grove Officials,

I am writing as a concerned community member to strongly oppose the Nelson Mine Backwaters Project. After reviewing the Final Environmental Impact Statement (FEIS), it is clear that this project would cause serious and long-lasting harm to the Mississippi River backwaters, surrounding communities, and future generations.

This project will create more dust, water sediment pollution, and longterm industrial noise and barge traffic that will affect residents living near the river now and those who move to the area in the future (particularly with the development of the Mississippi Dunes land into what will become a very full neighborhood with a large tax base, whose residents will have every expectation of use and access to the river for recreation as a major benefit to living there). Dredging and mining operations will also increase the risk of changes in water levels, silt deposition downstream, and greater distribution of PFAS, which could affect private property and public recreational access. Residents' quality of life, health, and safety will be negatively impacted throughout the 20–25 year project lifespan.

The Mississippi River backwaters are a public resource that future generations deserve to enjoy for recreation, fishing, and nature experiences. This project will permanently alter river landscapes, degrade views on both sides of the river, degrade water quality, and eliminate critical wildlife habitat (FEIS, Chapters 4.3, 4.5) as well as limit public access and navigation of the river. No "mitigation" effort undertaken during permitting will be enough to change that reality. Children, families, and future residents will be denied the opportunity to experience and benefit from a healthy river ecosystem. The river is a major benefit to our community and we should be endeavoring to protect and increase access and enjoyment of it, instead of limiting access to allow for unnecessary industrial exploitation. This project will simply make Cottage Grove a less attractive place to live and raise a family in the long term.

Chapter 4.3 documents the destruction of wetlands and backwater areas that provide essential habitat for fish, birds, and other wildlife. Even with proposed seasonal restrictions, the FEIS does not guarantee these species can survive the project. These areas also protect residents from flooding and erosion. The FEIS mentions mitigation but does not guarantee these functions will be fully restored, and even so the ongoing disturbance over 20-25 years will

cause snowballing effects to the local ecology that are impossible to anticipate. Mitigation is discussed at a programmatic level, but it is not clear whether specific mitigation sites, performance standards, monitoring protocols, or long-term enforcement mechanisms are in place. Once wetlands are destroyed, they cannot be replaced.

The project will change groundwater levels, surface water flows, and river hydrology (FEIS, Chapters 4.4 & 4.10). The FEIS itself admits that cumulative effects over decades are uncertain. In addition, it admits that there may be a slight increase in flood water highs surrounding the project, which include residential properties that already sit close to recent flood maximums. These changes could impact the safety, enjoyment, and property values of nearby flood-risk residences.

The proposer does not appropriately demonstrate the market necessity of this project in their preferred backwater location. Sand and gravel are common resources far less valuable and rare than the riparian land in its current natural condition, opened further to public access. Additionally, the company is not in fact an important "job creator" for this region, with only 18 employees, many of whom will be well positioned to find employment elsewhere and who have always understood that operations in that location could begin to close by 2030. The primary motivator for this project is to protect the company's operations and profits in the least expensive (for them) possible way, without regard to the greater community. Although reduced-scale and other site alternatives were mentioned (FEIS, Chapter 3), the FEIS does not convincingly show why these less destructive options cannot meet the company's needs. Choosing the backwaters over other alternatives sacrifices residents' health and river resources for industrial benefit (for an international mining conglomerate no less, not even a local minnesota based corporation). Furthermore, the company has proven itself to be an untrustworthy neighbor, frequently misrepresenting facts and laws in order to get their way, and has become adversarial with the surrounding community, even to the point of recent legal action against duly elected municipal units upholding very reasonable boundaries around their operations.

The Nelson Mine Backwaters Project will permanently harm wetlands, water quality, wildlife, and the Mississippi River backwaters. It will negatively affect residents living nearby now and in the future, while denying future generations the ability to enjoy and use this critical river ecosystem. There is no way to fully mitigate these impacts. For the sake of the community, wildlife, and future river users, I strongly urge the City of Cottage Grove to reject this project.

Sincerely,

Beth Zaiken
10700 Grey Cloud Island Dr S,
St Paul Park, MN 55071
10/27/2025

--

From: [Kim Heuer](#)
To: [Environmental Impact Study](#)
Subject: Nelson Mine Backwaters Project EIS
Date: Monday, October 27, 2025 6:27:33 PM

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To whom it may concern,

I submitted concerns on the last EIS study and I reviewed the revised study and it appears that still none of my concerns have been addressed.

My name is Kim Heuer and I live at 8285 River Acres Rd in Cottage Grove. I had previously been looking for a home by water for over 10 years but I could never find the right location due to light and noise pollution. I finally found this home and was ecstatic because it was one level living and did not have light nor noise pollution. Recently, I found that my mother would need to move in due to her declining health. I was about to go through a major home addition to allow for her to move in. That is when I found out about the mining project. All possibilities of a renovation have ceased because now I need to know if I need to sell my home due to the light and noise pollution that are associated with the mining project because my home value is going to plummet.

At the meeting, Holcim talked about how the current job would be completed and then money would cease for them as well as the workers. I am not sure why this is a concern for them considering that when they signed on for the project the proposed expansion was never discussed or proposed. And considering that they tried twice to do this on Grey Cloud Island and were denied should mean something. Holcim is not concerned about MN, they are concerned about profits pure and simple. They do not care about the river, the wildlife, or the residents. Chapter 4 fails to mention the proposed mining area is within a zone identified by the DNR as a critical spawning area. So critical that no Walleye, Pike or Bass can be kept by anglers. Seeing the fish are so challenged to reproduce, losing hundreds of acres of aquatic habitat would have to adversely impact reproduction of these fish.

I went to the meeting and heard how the woes of the aggregate company but at no point did I hear anything about how it would negatively impact the people in the River Acres area including way of life, noise pollution for them specifically like my sister who had misophonia which is why it took over 10 years to find this location, light pollution and trying to sleep through lights blaring at their homes all night long, sediment in yards, damage to personal property including docks, lifts, boats, ect, and of course the value of property decreasing. All of these properties are valued on not the home but instead the view and location of the

home. None of this was discussed.

In regards to noise and light pollution, the wildlife will significantly decline on the river in this area. I was out on the river last year and saw an average of 15 eagles at a time in this location not to mention ALL the bird populations that nest and live in this area. It is sometimes white with birds. They will all be displaced due to this project.

I reviewed that alternative to Baldwin Lake and that appears to be a better option residentially at least. By going to Baldwin Lake, there is no residential impact with noise and light pollution because it is so far away. If they can get the same benefit without disrupting the residential neighborhoods that it would hurt in the River Acres subdivision, then that would be a much better location. It would be a win win.

From: [Leann Leeson](#)
To: [Environmental Impact Study](#)
Subject: Fw: Nelson Mine Backwaters Project EIS
Date: Monday, October 27, 2025 7:04:47 PM

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Hi,

I wrote this information before and did not get more than generic and bottled answers that never directly answered with specific details what will be done about my concerns.

We all know that Grey Cloud Island has already said NO twice to their proposal because people understand that their property values will go down and that there will be too much noise for people to live next to this mine.

So, here it is again:::

I live at 8285 River Acres Road, Cottage Grove, MN 55016. My sister, Kim Heuer, bought the house less than 2 years ago for \$650,000. We looked at other locations, but several of those locations were rejected due to noise. There was a dog kennel next to a location, there was the freeway next to another location, and a third location was next to a mine.

We could not buy any of those properties because I have a condition called Misophonia. If you are not familiar with misophonia it is a disorder in which certain sounds trigger emotional or physiological responses that some might perceive as unreasonable given the circumstance. Those who have misophonia might describe it as when a sound "drives you crazy." Their reactions can range from anger and annoyance to panic and the need to flee. One such sound is that of mining. Hence, the third house that we had to reject because a mine was next to it.

In allowing this proposal to go through would drive me from my home. I COULD NOT stay in this location with a mine directly across from me.

In addition to the noise, my house value would significantly suffer from the diminished view. The value of the home, is, in GREAT part, to the unimpeded view of the Spring Lake Park Reserve. The mine would be an eye sore and would greatly impact the view that my home now has of the Mississippi. **We actually paid more due to this view - a lot more.** I would think that the mining company would be responsible for buying the homes of those who could no longer stay due to their mining operation with their 24 hour lights and 24 hour a day noise. The value of my home and those along side me will all be greatly impacted by this mine – if we

would even be able to sell once people know that the mine is going in and will be in operation 24 hours a day for 20 to 25 years!! I will not be able to live here and, even if we will be able to sell, we will lose \$100s of \$1000s

First, there was no information that spoke about the properties next to the proposed site. Do we just have to eat the cost of our properties going down in value? I know that I, for one, would have never bought this property if I had known that the mine was going to be done this close to this property. The house itself is only an average house - probably not worth more than \$400K if it wasn't on the river. It is the view and the quiet neighborhood that is worth MUCH MORE.

NOISE - So, at the meeting, the mining company said that the noise level - Will be within normal range???? What does that even mean? Normal range for what else can be found across other neighborhoods? Which neighborhoods? How much are the homes valued in the areas that have the higher noise levels? Because - again - I guarantee you that I would NOT have purchased this property if there was even a small amount of noise more than what is currently present. **Nelson mining states that they use electric equipment to keep the noise level lower. However, this is not true of the trucks and gas-powered vehicles that they use on site. I have gone past their current site many times this summer and can hear the mine over the noise of my boat motor. It's one thing if you bought your house with a mine already next to it. You would be prepared and understand that there will be mining noises constantly all day 7 days a weeks. It's quite another to have purchased a house with the noises that you already knew existed such as the railroad and air traffic that reverberates across the water to be then told that you will now have to suffer with the constant noise of a mine for the next 25 years. The noise level might be fine for the workers who will wear safety equipment and expect to have noise the entire day while they are at work, but for a person trying to enjoy their residential property - quite another thing indeed.**

Plus, when they are talking about the "small" increase in noise did they take into consideration that noise reverberates across this area of the river. We can hear noises on top of the valley where the other small neighborhood is located on the bluffs above us. We can hear barrages once they pass the lock and dam at Hastings on enter into this part of the river. AND those noises can be LOUD. At least they areYfor a short period of time and not all day for hours and hours.

Then, as the mine moves closer and closer to the homes the noise is bound to go up significantly.

Noise pollution, as we all know, affects the value of homes.

LIGHTS - In the meeting we were told that the extra use of lights will have little impact the

light pollution in the area. However, the lights on Inman around the water plant have already affected the area and those lights are much further away and not as strong as the mining lights will be. So, how can they falsely say that the light pollution will not increase? Plus, they use 40 ft lights - how can lights this height and with this strength not affect the light pollution in the area? Anyone just needs to go to a golf driving range at night or an outdoor sports area to see how much those lights make a difference in the area.

VIEW - Their paperwork did indicate that the view will be affected negatively. However, they did not address any compensation for those whose property values will be negatively impacted by having a loud noisy lighted mine right in front of where they live within a couple of hundred feet of their shoreline. Who wants to look at a mine? Could you imagine renting one of these homes for a nice weekend on the lake and finding this mine across from where you rented? If you wouldn't want to rent from a place like that what makes you think that you would want to live in a place like this for 20-25 years??? AND that the value would not be affected by this?

PROPERTY VALUE - They did not - AT ALL - address the negative impact that their mine will have on our property values....even though they know that it will. They have already been rejected twice from Grey Cloud Island to expand their site due to the affect that their mine will have on property values, but, somehow their mines are going to not affect our property values?

SEDIMENT - They showed us how they are going to reduce the flow of water in the mining area, but never addressed what will happen if (when) our shorelines get covered with the extra sediment that will be sure to be stirred up and come our way. We already have a shallow channel to get out from our homes and bring our boats into the Mississippi to use the river. In one place it goes down to 2 feet. If this becomes more shallow we won't be able to get our boats out. My neighbor down the street has lived here since 1973 and has never had to do anything to his shoreline, but is not concerned that the sediment from the mining will accumulate along our shoreline and make it difficult, if not impossible, to use our docks and boats. (again one reason that you pay more for these homes is the access to the river).

It seems to me that they are flashing all of their glitter that isn't all gold and don't want to take any consideration or responsibility for the homes and the values of the homes that will be affected by their operations.

Thanks,
Leann Leeson
[612-986-4843](tel:612-986-4843)

From: [Lisa Meyer](#)
To: [Environmental Impact Study](#)
Subject: Nelson Backwaters Mining Project
Date: Monday, October 27, 2025 1:40:12 PM

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Dear Cottage Grove City Council Members,

I am writing as a concerned resident of Cottage Grove to express my strong opposition to the proposed expansion of the Nelson Mine to include river mining. This project would have serious and lasting impacts on our community, our natural environment, and the character of the area we call home.

The Final Environmental Impact Study has already indicated significant environmental impacts associated with this expansion. These findings alone are reason enough to halt the project. Approving the expansion despite these documented risks would endanger sensitive ecosystems, threaten water quality, and undermine years of local and regional environmental protection efforts.

If the expansion moves forward, it will directly affect the wetlands and surrounding ecosystems that support a wide variety of wildlife, including many species of migrating birds. These wetlands are not only ecologically important but also a treasured part of our community's natural heritage. The loss of these habitats would be irreversible.

Beyond the environmental impact, this project would diminish recreational use of the river, increase the risk of flooding, and degrade the natural beauty and tranquility that draw residents and visitors alike. The expansion would also introduce increased noise and industrial activity to new residential areas, further reducing the quality of life for many in our community.

In addition, the proposal poses economic concerns. With few trucks hauling material, local jobs could be lost, and nearby businesses-such as gas stations and restaurants-would likely see reduced activity and revenue. Rather than contributing to our local economy, this project risks creating an economic setback for small businesses that rely on steady, local commerce. Protecting our environment and maintaining a balanced approach to growth is essential to sustaining a healthy and vibrant Cottage Grove.

I respectfully ask the Council to deny approval for the mine expansion into river mining. The environmental impacts outlined in the Final Environmental Impact Study, combined with the loss of natural resources, and community value, clearly show this project is not in the best interest of cottage Grove or its residents.

Thank you for your time and thoughtful consideration of this important issue.

Sincerely,

Lisa Meyer

7641 113th St S
Cottage Grove, MN

From: [Leonard Wabasha \(TO\)](#)
To: [Harrington, Lucy \(She/Her/Hers\) \(ADM\)](#); [Environmental Impact Study](#)
Cc: [Cheyanne St. John](#); [Samantha Odegard](#); [Noah White](#); [Franky Jackson](#); [Dianne Desrosiers \(SWOLTR\)](#); [Schirmer, Ron C](#); [Weston, Isaac \(He/Him/His\) \(MIAC\)](#); [Tworzyanski, Jennifer \(ADM\)](#); [Max Erickson](#)
Subject: RE: Nelson Mine Backwaters Project: Final Environmental Impact Statement Public Comment Period, Cottage Grove, Washington County, Minnesota
Date: Monday, October 27, 2025 4:19:20 PM
Attachments: [image004.png](#)
[image001.png](#)
[2025-0303b_Final_EIS.pdf](#)
[2025-0303_20250114.pdf](#)
[2025-0303a_20250717.pdf](#)

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Dear Lucy Harrington,

Thank you for sharing the position of the State Historic Preservation Office as we at the SMSC THPO have not yet been asked to consult with this proposed project. The Shakopee Mdewakanton Sioux Community is in concurrence with the Minnesota State Historic Preservation Office findings and recommendations as mentioned in their correspondence regarding the Nelson Mine Backwaters Project. Please consider the fact that the final resting place of our ancestors are at risk potentially proposed to be disturbed when they should be avoided... Thank you.



LEONARD WABASHA

Tribal Historic Preservation Officer • Hocokata Ti
Shakopee Mdewakanton Sioux Community
d: 952.496.6120
shakopeedakota.org
Leonard.Wabasha@shakopeedakota.org

The Shakopee Mdewakanton Sioux Community is a federally recognized, sovereign Indian tribe located southwest of Minneapolis/St. Paul. With a focus on being a good neighbor, good steward of the earth, and good employer, the SMSC is committed to charitable donations, community partnerships, a healthy environment, and a strong economy.

From: Harrington, Lucy (She/Her/Hers) (ADM) <Lucy.Harrington@state.mn.us>

Sent: Monday, October 27, 2025 3:57 PM

To: EIS@cottagegrovemn.gov

Cc: Leonard Wabasha (TO) <leonard.wabasha@shakopeedakota.org>; Cheyanne St. John <cheyanne.stjohn@lowersioux.com>; Samantha Odegard <samanthao@uppersiouxcommunity-nsn.gov>; Noah White <noah.white@piic.org>; Franky Jackson <fjackson@piic.org>; Dianne Desrosiers (SWOLTR) <dianned@swo-nsn.gov>; Schirmer, Ron C <ronald.schirmer@mnsu.edu>; Weston, Isaac (He/Him/His) (MIAC) <Isaac.Weston@state.mn.us>; Tworzyanski, Jennifer (ADM) <Jennifer.Tworzyanski@state.mn.us>; Max Erickson <MErickson@cottagegrovemn.gov>

Subject: RE: Nelson Mine Backwaters Project: Final Environmental Impact Statement Public Comment Period, Cottage Grove, Washington County, Minnesota

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Good afternoon,

Find attached the Minnesota State Historic Preservation Office comments on the Final EIS (2025-0303b_Final_EIS.pdf). As described in the attached letter, I have also enclosed our previous comments letters for continuity.

I have copied several people on this letter for shared understanding and in consideration of a potential future undertaking that the US Army Corps of Engineers may need to initiated consultation on.

Thank you,
Lucy

Lucy Harrington (she/her) | Environmental Review Archaeologist

State Historic Preservation Office

Minnesota Department of Administration

50 Sherburne Avenue, Suite 203

Saint Paul, Minnesota 55155

(651) 201-3283 | lucy.harrington@state.mn.us

From: Bot, Courtney <Courtney.Bot@stantec.com>

Sent: Tuesday, October 14, 2025 8:01 AM

Cc: Patricia Bestler <patty.bestler@amrize.com>; EIS@cottagegrovemn.gov; govdoc@hclib.org; Chris Steller <reports@lrl.leg.mn>; Roos, Stephan (MDA) <stephan.roos@state.mn.us>; Kirsch, Raymond (PUC) <raymond.kirsch@state.mn.us>; MN_MDH_Review <Health_Review@state.mn.us>; Townley, Jill (She/Her/Hers) (DNR) <jill.townley@state.mn.us>; Green, Chris (MPCA) <chris.green@state.mn.us>; MN_BWSR_waterprograms <waterprograms.BWSR@state.mn.us>; Lind, Katherine (DOT) <Katherine.Lind@state.mn.us>; OSA, MN (ADM) <mn.osa@state.mn.us>; Weston, Isaac (He/Him/His) (MIAC) <Isaac.Weston@state.mn.us>; MN_ADM_ENV Review SHPO <ENReviewSHPO@state.mn.us>; govdoc@hclib.org; US Army Corps of Engineers-MEPA Distribution (usace_requests_mn@usace.army.mil) <usace_requests_mn@usace.army.mil>; R5NEPA@epa.gov; miss_planning@nps.gov; reviewscoordinator@metc.state.mn.us; TwinCities@fws.gov; King, Melissa (BWSR) <Melissa.King@state.mn.us>; Kratz, David (DOT) <David.Kratz@state.mn.us>; wshomej1@outlook.com; leslierotter@hotmail.com; Nancy_duncan@nps.gov; angela.torres@metc.state.mn.us; davidredtow@gmail.com; buetowbute@comcast.net; grinde.britt@live.com; garynmclean@gmail.com; lesliemartinpr@gmail.com; thagerpr@gmail.com; 1andrewwester@gmail.com; anitaoakman@msn.com; emy_chapman72@yahoo.com; lskhan@hotmail.com; b42jturner@gmail.com; anthony.nemcek@rosemountmn.gov; jwgiefer@gmail.com; amybeth.crawford621@gmail.com; brlifford@gmail.com; chrisjonharrington@gmail.com; bieoe.ffe@gmail.com; read.jayson@gmail.com; jalubkey@gmail.com; jillgiefer@gmail.com; madelinemorton614@gmail.com;

michael.tintes@hotmail.com; noraregis@gmail.com; seth.guption@gmail.com; trevor.lund@outlook.com; jpollard@local49.org; allisonjhynes@gmail.com; djbernardy@gmail.com; bronwenmorgan@sbcglobal.net; scaturia@gmail.com; lorigiefer@gmail.com; GraggJohnson, Kelly (ADM) <kelly.graggjohnson@state.mn.us>; Collins, Melissa (DNR) <Melissa.Collins@state.mn.us>; Drake, James F (DNR) <James.F.Drake@state.mn.us>; laurelawinter@gmail.com; froggy12@live.com; matterbonnie@gmail.com; Elliott, Beth <Beth.Elliott@stantec.com>; dawn.duffy@piic.org

Subject: Nelson Mine Backwaters Project: Final Environmental Impact Statement Public Comment Period, Cottage Grove, Washington County, Minnesota

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This serves as notification of the Final Environmental Impact Statement (Final EIS) comment period for the Amrize Project in Cottage Grove, Minnesota.

Proposed Project:

- Amrize (formerly “Holcim – MWR, Inc.” and “Aggregate Industries”) currently mine land leased from a private landowner on Lower Grey Cloud Island in Cottage Grove, Washington County, MN, and processes materials nearby.
- The existing facility will exhaust its current reserves in approximately four years.
- Amrize is proposing to shift mining operations over a 20 to 25-year period to adjacent private property located in the backwaters area of the Mississippi River between Lower Grey Cloud Island and barrier islands created by the U.S. Army Corps of Engineers.
- The proposed project would allow Amrize to continue use of their mechanical dredge, processing facilities and barge system to supply the Twin Cities and other local markets with construction quality natural aggregate.
- The State of Minnesota requires an EIS is prepared for this project as it exceeds the thresholds identified in Minnesota Rules 4410.4400, Subpart 9B and 4410.4400, Subpart 9C. The references for the mandatory EIS categories can be found here: [4410.4400 - MN Rules Part](#) The designated Responsible Government Unit (RGU) for the EIS is the City of Cottage Grove.

State Environmental Review Details:

- Draft EIS
 - December 2024, the Draft Environmental Impact Statement (Draft EIS) was published in the Environmental Quality Board (EQB) *Monitor* and a Draft EIS Information Meeting was held during a 45 day comment period.
 - January 17, 2025, the Draft EIS comment period concluded.
- Final EIS
 - The Final EIS including Response to Comments on the Draft EIS can be accessed at

[Nelson Mine Backwaters Projectdelay EIS | Cottage Grove, MN](#)

- Refer to Final EIS Appendix F for the Draft EIS Response to Comments
- October 28, 2025, the Final EIS comment period will conclude
- Please submit comments to EIS@cottagegrovemn.gov
- November 5, 2025, Cottage Grove (Responsible Governmental Unit) City Council
November 5, 2025 agenda will include Determination of Adequacy for the Final EIS.

Courtney Bot
Senior Project Manager
She/Her



~~~~~  
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From: [Harrington, Lucy \(She/Her/Hers\) \(ADM\)](#)
To: [Environmental Impact Study](#)
Cc: [Leonard Wabasha](#); [Cheyanne St. John](#); [Samantha Odegard](#); [Noah White](#); [Franky Jackson](#); [Dianne Desrosiers \(SWOLTR\)](#); [Schirmer, Ron C](#); [Weston, Isaac \(He/Him/His\) \(MIAC\)](#); [Tworzyanski, Jennifer \(ADM\)](#); [Max Erickson](#)
Subject: RE: Nelson Mine Backwaters Project: Final Environmental Impact Statement Public Comment Period, Cottage Grove, Washington County, Minnesota
Date: Monday, October 27, 2025 3:57:27 PM
Attachments: [image001.png](#)
[2025-0303b_Final_EIS.pdf](#)
[2025-0303_20250114.pdf](#)
[2025-0303a_20250717.pdf](#)

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Good afternoon,

Find attached the Minnesota State Historic Preservation Office comments on the Final EIS (2025-0303b_Final_EIS.pdf). As described in the attached letter, I have also enclosed our previous comments letters for continuity.

I have copied several people on this letter for shared understanding and in consideration of a potential future undertaking that the US Army Corps of Engineers may need to initiated consultation on.

Thank you,
Lucy

Lucy Harrington (she/her) | Environmental Review Archaeologist

State Historic Preservation Office

Minnesota Department of Administration

50 Sherburne Avenue, Suite 203

Saint Paul, Minnesota 55155

(651) 201-3283 | lucy.harrington@state.mn.us

From: Bot, Courtney <Courtney.Bot@stantec.com>

Sent: Tuesday, October 14, 2025 8:01 AM

Cc: Patricia Bestler <patty.bestler@amrize.com>; EIS@cottagegrovemn.gov; govdoc@hclib.org; Chris Steller <reports@lrl.leg.mn>; Roos, Stephan (MDA) <stephan.roos@state.mn.us>; Kirsch, Raymond (PUC) <raymond.kirsch@state.mn.us>; MN_MDH_Review <Health.Review@state.mn.us>; Townley, Jill (She/Her/Hers) (DNR) <jill.townley@state.mn.us>; Green, Chris (MPCA) <chris.green@state.mn.us>; MN_BWSR_waterprograms <waterprograms.BWSR@state.mn.us>; Lind, Katherine (DOT) <Katherine.Lind@state.mn.us>; OSA, MN (ADM) <mn.osa@state.mn.us>; Weston, Isaac (He/Him/His) (MIAC) <Isaac.Weston@state.mn.us>; MN_ADM_ENV Review SHPO

<ENReviewSHPO@state.mn.us>; govdoc@hclib.org; US Army Corps of Engineers-MEPA Distribution (usace_requests_mn@usace.army.mil) <usace_requests_mn@usace.army.mil>; R5NEPA@epa.gov; miss_planning@nps.gov; reviewscoordinator@metc.state.mn.us; TwinCities@fws.gov; King, Melissa (BWSR) <Melissa.King@state.mn.us>; Kratz, David (DOT) <David.Kratz@state.mn.us>; wshomej1@outlook.com; leslierotter@hotmail.com; Nancy_duncan@nps.gov; angela.torres@metc.state.mn.us; davidredtow@gmail.com; buetowbute@comcast.net; grinde.britt@live.com; garynmclean@gmail.com; lesliemartinpr@gmail.com; thagerpr@gmail.com; 1andrewwester@gmail.com; anitaoakman@msn.com; emy_chapman72@yahoo.com; lskhan@hotmail.com; b42jturner@gmail.com; anthony.nemcek@rosemountmn.gov; jwgiefer@gmail.com; amybeth.crawford621@gmail.com; brlifford@gmail.com; chrisjonharrington@gmail.com; bieoe.ffe@gmail.com; read.jayson@gmail.com; jalubkey@gmail.com; jillgiefer@gmail.com; madelinemorton614@gmail.com; michael.tintes@hotmail.com; noraregis@gmail.com; seth.guption@gmail.com; trevor.l.lund@outlook.com; jpollard@local49.org; allisonjhynes@gmail.com; djbernardy@gmail.com; bronwenmorgan@sbcglobal.net; scaturia@gmail.com; lorigiefer@gmail.com; GraggJohnson, Kelly (ADM) <kelly.graggjohnson@state.mn.us>; Collins, Melissa (DNR) <Melissa.Collins@state.mn.us>; Drake, James F (DNR) <James.F.Drake@state.mn.us>; laurelawinter@gmail.com; froggy12@live.com; matterbonnie@gmail.com; Elliott, Beth <Beth.Elliott@stantec.com>; dawn.duffy@piic.org

Subject: Nelson Mine Backwaters Project: Final Environmental Impact Statement Public Comment Period, Cottage Grove, Washington County, Minnesota

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This serves as notification of the Final Environmental Impact Statement (Final EIS) comment period for the Amrize Project in Cottage Grove, Minnesota.

Proposed Project:

- Amrize (formerly “Holcim – MWR, Inc.” and “Aggregate Industries”) currently mine land leased from a private landowner on Lower Grey Cloud Island in Cottage Grove, Washington County, MN, and processes materials nearby.
- The existing facility will exhaust its current reserves in approximately four years.
- Amrize is proposing to shift mining operations over a 20 to 25-year period to adjacent private property located in the backwaters area of the Mississippi River between Lower Grey Cloud Island and barrier islands created by the U.S. Army Corps of Engineers.
- The proposed project would allow Amrize to continue use of their mechanical dredge, processing facilities and barge system to supply the Twin Cities and other local markets with construction quality natural aggregate.
- The State of Minnesota requires an EIS is prepared for this project as it exceeds the thresholds identified in Minnesota Rules 4410.4400, Subpart 9B and 4410.4400, Subpart 9C. The references

for the mandatory EIS categories can be found here: [4410.4400 - MN Rules Part](#) The designated Responsible Government Unit (RGU) for the EIS is the City of Cottage Grove.

State Environmental Review Details:

- Draft EIS
 - December 2024, the Draft Environmental Impact Statement (Draft EIS) was published in the Environmental Quality Board (EQB) *Monitor* and a Draft EIS Information Meeting was held during a 45 day comment period.
 - January 17, 2025, the Draft EIS comment period concluded.
- Final EIS
 - The Final EIS including Response to Comments on the Draft EIS can be accessed at [Nelson Mine Backwaters Projectdelay EIS | Cottage Grove, MN](#)
 - Refer to Final EIS Appendix F for the Draft EIS Response to Comments
 - October 28, 2025, the Final EIS comment period will conclude
 - Please submit comments to EIS@cottagegrovemn.gov
 - November 5, 2025, Cottage Grove (Responsible Governmental Unit) City Council November 5, 2025 agenda will include Determination of Adequacy for the Final EIS.

Courtney Bot
Senior Project Manager
She/Her



October 27, 2025

VIA EMAIL ONLY

City of Cottage Grove

RE: Nelson Mine Backwaters Project: Final Environmental Impact Statement
Washington County
SHPO Number: 2025-0303

Dear City of Cottage Grove:

Thank you for sharing a copy of the Final Environmental Impact Statement (EIS) prepared for the Nelson Mine Backwaters Project on October 14, 2025. We previously provided comments on the draft environmental impact statement on January 14, 2025 and, after receiving copies of additional information we requested, again on July 17, 2025. We have attached our previous comment letters here for your reference.

While the majority of our comments from our July 17, 2025 letter were incorporated into the Final EIS, some of them were not.

Regarding Alternatives B and E:

As currently proposed, these alternatives appear to intersect the Schilling Archaeological District (21WA0001, WA-CGC-00239), which is listed in the National Register of Historic Places and archaeological site 21WA0110. The Final EIS states in Section 4.10.3.2, "Alternative B would adversely affect both sites if they cannot be avoided by Project activities." The text goes on to explain that impacts could be minimized through project design and also that Amrize will prepare an unanticipated discovery plan. We do not believe that this section of the Final EIS appropriately describes the environmental consequences of Alternative B in relation to historic properties and we do not view an unanticipated discovery plan to be an appropriate form of impact minimization or mitigation. We recommend that the project be re-designed to avoid impacting the Schilling Archaeological District and site 21WA0110. As currently proposed in the Final EIS, these alternatives will likely result in an adverse effect to the Schilling Archaeological District. The same is true of Alternative E. While Alternative E is proposed as a reduction in scale in comparison to Alternative B, it is proposed in the same footprint within the Schilling Archaeological District as Alternative B.

In addition to previously documented archaeological site impacts, our previous comments referenced the two anomalous features identified in a 2010 archaeological survey report that appear to intersect Alternative B and E. Based on the description of these features, we recommend consultation with the Minnesota Indian Affairs Council and the Office of the State Archaeologist to determine whether these represent burials or cemeteries. This has not been addressed in the Final EIS at all.

Regarding Alternative C:

Our July 17, 2025 comment letter provided recommendations for recognizing the past actions and cumulative effects of mining and dredging on archaeological site 21WA0048, which is within the location of proposed Alternative C. We provided a description of past actions based on our previous review files, archaeological survey reports, and modern aerial imagery showing extensive disturbance to this significant archaeological site. This information has not been incorporated into the Final EIS.

As we previously stated, we remain seriously concerned that the significant archaeological sites on Lower Grey Cloud Island are not currently being well preserved and are at serious risk of being lost forever related to future mining.

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287

mn.gov/admin/shpo ■ mnshpo@state.mn.us

AN EQUAL OPPORTUNITY AND SERVICE PROVIDER

This comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. Since this project may require a federal permit, consultation under Section 106 will need to be initiated by the federal agency, or the applicant, if the federal agency decides to delegate this responsibility. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

If you have any questions regarding our review of this project, please contact Lucy Harrington, Environmental Review Archaeologist, at (651)201-3283 or lucy.harrington@state.mn.us.

Sincerely,



Amy Spong
Deputy State Historic Preservation Officer

CC: Leonard Wabasha, Shakopee Mdewakanton Sioux Community
Cheyanne St. John, Lower Sioux Indian Community
Samantha Odegard, Upper Sioux Community
Noah White, Prairie Island Indian Community
Franky Jackson, Prairie Island Indian Community
Dianne Desrosiers, Sisseton Wahpeton Oyate
Ron Schirmer, Minnesota State University, Mankato
Max Erickson, City of Cottage Grove
Minnesota Indian Affairs Council
Minnesota Office of the State Archaeologist

Enclosed:

- 2025-0303 20250114.pdf – SHPO comments on the draft EIS dated 1/14/25
- 2025-0303a 20250717.pdf – SHPO comments on the draft EIS dated 7/17/25

January 14, 2025

Emily Schmitz
Community Development Director
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Draft Environmental Impact Statement (EIS) for the Nelson Mine Backwater Project
Washington County
SHPO Number: 2025-0303

Dear Emily Schmitz:

Thank you for providing this office with a copy of Draft EIS for the Nelson Mine Backwater project. At this time, our comments are to be considered as technical assistance only as the regulatory framework for this project is unclear.

We recommend avoidance of all historic properties, including archaeological sites. We also recommend avoidance of all burial sites. Please provide copies of all the archaeological survey reports referenced in the Draft EIS or reference the SHPO report numbers if you obtained copies from our office. We agree with the recommendation in the Draft EIS that if Alternatives C or D are chosen, an archaeological survey should be completed to identify archaeological sites that may be affected by the proposed project. Pending review of the previously completed archaeological surveys referenced above, we will be able to provide additional comments on the proposed alternatives.

According to the Draft EIS, the proposed Project may require a U.S. Army Corps of Engineers (USACE) permit and, therefore, may be subject to review under Section 106 of the National Historic Preservation Act. As the Project's scope is further defined, additional consultation between the USACE and the SHPO may be necessary in order to define an appropriate area of potential effects (APE) for the federal undertaking as well as the necessary historic property identification and evaluation efforts required for a federal review.

As noted above, this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project will require a federal permit, consultation under Section 106 will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

If you have any questions regarding our review of this project, please contact Kelly Gragg-Johnson, Environmental Review Program Specialist, at 651-201-3285 or kelly.graggjohnson@state.mn.us.

Sincerely,

Kelly Gragg-Johnson

Kelly Gragg-Johnson
Environmental Review Program Specialist

July 17, 2025

VIA EMAIL ONLY

Veronica Parsell
Barr Engineering Co.
vparsell@barr.com

RE: Additional Information regarding Draft Environmental Impact Statement (EIS) for the Nelson Mine
Backwater Project
Washington County
SHPO Number: 2025-0303

Dear Veronica Parsell:

We received the additional information we requested in our January 14, 2025 letter on May 28, 2025. We understand that the proposed project will likely require one or more permits from the US Army Corps of Engineers (USACE) and, therefore, will be subject to review under Section 106 of the National Historic Preservation Act. As the Project's scope is further defined, additional consultation with the USACE and the SHPO will be necessary in order to define an appropriate area of potential effects (APE) for the federal undertaking as well as the necessary historic property identification and evaluation efforts required for a federal review. The eligibility of any properties that are identified within the Project's APE, will need to be addressed as part of any federal Section 106 review.

Below, we are providing comments as technical assistance on the development of an Environmental Impact Statement under Minnesota Statute Chapter 116D and Minnesota Administrative Rules Chapter 4410. We believe these comments will also assist in future consultation between SHPO and the USACE on future federal undertakings. We have also copied potential consulting parties for any future federal undertaking.

Regarding Alternatives B and E:

Two previously documented archaeological sites overlap Alternative B, the Schilling Archaeological District (21WA0001, WA-CGC-00239) and 21WA0110. We have serious concerns about the preservation of these significant archaeological sites within Alternative B if the mining company proceeds with that option. The proposed alternative is on private land and while one of the archaeological sites is listed in the National Register of Historic Places and the other has been determined to be a significant archaeological site eligible for listing in the National Register of Historic Places (NRHP), lacking a federal or state undertaking, the mining company has no requirement to continue to preserve these sites, with the exception of the portions of the Schilling Archaeological District that contain a Native American cemetery. Cemeteries are protected by the Minnesota Private Cemeteries Act (MN Statute 307.08) even if they are located on private land. The listed Schilling Archaeological District is somewhat protected under Minnesota Statute 138.665-666, which requires: *"The state, state departments, agencies, and political subdivisions [e.g. a Responsible Government Unit], including the Board of Regents of the University of Minnesota, have a responsibility to protect the physical features and historic character of properties designated in sections [138.662](#) and [138.664](#) or listed on the National Register of Historic Places created by Public Law 89-665. Before carrying out any undertaking that will affect designated or listed properties, or funding or licensing an undertaking by other parties, the state department or agency shall consult with the State Historic Preservation Office pursuant to the State Historic Preservation Office's established procedures to determine appropriate treatments and to seek ways to avoid and mitigate any adverse effects on designated or listed properties."* Even if the currently proposed mining expansion will not affect either of these sites, if future mining expansion occurs and does not trigger a required environmental review under state law or federal law, these significant archaeological sites are at risk. We recommend the consideration of an appropriate way to minimize or mitigate this risk if Alternative B is selected. We suggest that this can be addressed in **Section 4.10.3.2**.

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287

mn.gov/admin/shpo ■ mnspho@state.mn.us

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The Draft EIS makes no mention of two anomalous features identified in the 2010 report and we recommend that **Section 4.10.1.1** be edited to include reference to these features. The 2010 report describes two anomalous features that are not well documented. These are one “possibly significant boulder formation” and “stockpiled gravey soil” (Harrison 2010). We recommend consultation with the Minnesota Indian Affairs Council and the Office of the State Archaeologist to determine whether these anomalous features are burials or cemeteries. Based on the report, we understand that at the time the Office of the State Archaeologist was consulted regarding the boulder formation, they commented that it could be an animal burial. Under current state statute, these possible burial features should likely be assessed by the Minnesota Indian Affairs Council, but we defer to them and the Office of the State Archaeologist because those entities have authority for unplatted cemeteries under the Minnesota Private Cemeteries Act (MN Statute 307.08).

We also recommend that **Section 4.10.1.1** be edited to reference any ethnohistorical accounts documenting traditional cultural places on Lower Grey Cloud Island. Based on a review of the Draft EIS, we note that earlier consultation between the USACE and Indian Tribes is referenced in Section 2.2.1. A review of our own files indicates that an Environmental Assessment Worksheet was previously prepared for the Nelson Mine Backwater Expansion and a permit application or pre-application consultation with the USACE was initiated for the same project. The USACE then initiated consultation with Indian Tribes pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR 800 and comments received from the Tribes consulted included concerns about (SHPO File 2008-2231):

- “ (a) the extent to which tribal representatives will be able to monitor archaeological research activities;
- (b) what measures will be taken to identify any Traditional Cultural Properties (TCP) that may be present in the area as well as any project-related affects [sic] to tribal cultural traditions or tribal history.”

We understand that the development of an ethnohistory of Grey Cloud was deemed appropriate. The Draft EIS states that continuing consultation on this topic did not result in any responses. We do not have any additional information about this beyond letters from the USACE in our files and recommend that the Draft EIS address this topic in **Section 4.10.1.1** if appropriate. If any traditional cultural places are known or suspected within Alternative B, we recommend that **Section 4.10.3.2** be edited to address potential impacts, minimization, and mitigation to those places.

In **Section 4.10.3.2**, the Draft EIS proposes that Alternative B was completely surveyed and only two significant archaeological sites were identified and that project activities would adversely affect both sites if they cannot be avoided through project design. While it appears that the survey report from 2010 covered the area within Alternative B that overlaps the listed archaeological district, we recommend that this area be revisited with additional survey due to the age of the report. While the archaeology manuals in Minnesota have not changed since 2010, the way the survey was reported makes it unclear if this area was comprehensively investigated for other activity areas within the listed district.

Additionally, documentation over time has suggested that the eastern end of Lower Grey Cloud Island, where the NRHP listed Schilling Archaeological District is located, has been subject to extensive erosion and has been partially inundated due to the construction of Lock and Dam 2 on the Mississippi River. While the 2010 report attempted to determine the presence of archaeological material within the inundated portion of the island, we are not convinced that the investigation methods were appropriate to determine this. We recommend an underwater archaeologist review and provide recommendations to determine the potential for submerged portions of this district within the proposed mining area (to be addressed in **Section 4.10.1.1**) and the potential effects of proposed mining (to be addressed in **Section 4.10.3.2**) on the district.

Regarding Alternative C:

One previously documented archaeological site, 21WA0048 the Grey Cloud Townsite, overlaps the location of proposed Alternative C. Based on a review of the Draft EIS, we believe that **Section 4.10.1.2** is missing a substantial amount of information and previous research about this site. The Grey Cloud Townsite has been investigated archaeologically several times. One of the early excavations was conducted by the Minnesota Historical Society and is reported in Volume 32 of *The Minnesota Archaeologist* (Birk 1973). We are sharing this volume with you. The Grey Cloud Townsite was also investigated in the 1980s by the Minnesota Archaeological Society and the University of Minnesota, the results of these investigations have never been reported, but apparently the records and artifacts are still within their collections, we have not confirmed this and know this only from 1995 and 1996 reports in our files (Mather 1995; Vogel and Shaffer 1996). The Grey Cloud Townsite was again investigated in 1995 by Loucks & Associates, Inc. in relation to a proposed expansion of the Nelson Mine at that time (Mather 1995) and this investigation is associated with SHPO File 1995-2755. Our office concurred with the recommendation to erect protective fencing along the portion of the field edge prior to the expansion of mining near 21WA0048 (Letter from Britta L. Bloomberg to Mark Suel dated July 12, 1995). A 1996 study examined the previously documented archaeological reports and collections and recommended that the site be locally designated in the City Register of Historic Sites and Landmarks (Vogel and Shaffer 1996). According to our records and the City of Cottage Grove's records, the site was never actually designated.

We appreciate you sharing the 2008 investigations at site 21WA0048. Our office has no record of previously receiving and reviewing these reports. Therefore, please edit **Section 4.10.1.2** to reflect that the Minnesota Office of the State Archaeologist (OSA) and not the SHPO concurred with the recommendations in the *addendum* report as indicated in the "Original OSA Site Form" with the file name 21WA0048_OSA.pdf uploaded to the OSA Portal.

The report titled, *Phase I Archaeological Survey of the Proposed Aggregate Industries Expansion Area at the Nelson Plant on Grey Cloud Island, Washington County, Minnesota* prepared by 10,000 Lakes Archaeology, Inc. July 15, 2008 recommended that the "farmstead located within the project area also does not appear to contain significant (below ground) archaeological deposits, although loss of the barn foundations would diminish the value of the farmstead as a whole. Thus, 10,000 Lakes Archaeology recommends that the proposed project would have an adverse impact on the farmstead and that Aggregate Industries should avoid these features. If avoidance is not possible, the farmstead should be evaluated, as a whole, to determine if it is eligible for the NRHP, and if so, which elements are contributing and which are non-contributing." (Gronhovd 2008). It is unclear to our office why this report was prepared or if the recommendations were reviewed by any relevant state agency. What we do understand is that the farmstead is no longer extant (see enclosed modern aerial imagery dating 1991-2024). We recommend revising **Section 4.10.1.2** to accurately reflect the recommendations in the report regarding this farmstead.

Section **4.10.3.3** recommends that, "If historic properties cannot be avoided by the alternative advanced for permitting, mitigation in the form of data recovery would be required." We do not agree. We believe, based on a review of modern aerial imagery, that this site has been subject to substantial and invasive ground disturbance, and we are not certain whether any portion of the site remains at this time, despite efforts locally to preserve it and recommendations from our office to avoid impacting it. Thankfully, there have been several previous archaeological investigations at this site resulting in the recovery of hundreds, if not thousands, of artifacts and the analysis of these artifacts has never been completed. Further, the results of the 1980s investigations by the Minnesota Archaeological Society and the University of Minnesota have never been formally reported at all. We would recommend that mitigation of this alternative should involve the synthesis of all previous archaeological investigations and an analysis of the previously recovered artifacts into a formal archaeological report and additional public interpretation materials which could include conference presentations, journal articles, newspaper articles, interpretation in local historical societies, or other material to be decided at a future date. We recommend revising Section 4.10.3.3 to include these mitigation options.

We also recommend revising **Section 4.15.1** to include the past effects of previous mining actions on the farmstead identified in the 2008 report referenced above, the expansion of mining activities referenced in the 1995-2755 SHPO file and a description of whether or not protective fencing around 21WA0048 was ever erected, the past repeated placement of dredge material by the USACE on Lower Grey Cloud Island within site 21WA0048

referenced in SHPO files 2018-1013 and 2012-1438 (the 2012 file is included in the 2018-1013 pdf), and the obvious cutting of new roads within site 21WA0048 observed on aerial imagery dating to 2013 and 2023. We also recommend revising this section to address present and reasonably foreseeable future projects related to the future placement of dredge material by the USACE within site 21WA0048.

Based on observed impacts to site 21WA0048, we have serious concerns about the preservation of this site and archaeological site 21WA0009, the Grey Cloud Mounds. As we stated in reference to Alternative B, the proposed Alternative C is on private land and lacking a federal or state undertaking, the mining company has no requirement to continue to preserve these sites, with the exception of the portions of the Grey Cloud Mounds that contain a Native American cemetery. Cemeteries are protected by the Minnesota Private Cemeteries Act (MN Statute 307.08) even if they are located on private land. Even if the currently proposed mining expansion will not affect either of these sites, if future mining expansion occurs and does not trigger a required environmental review under state law or federal law, these significant archaeological sites are at risk. We recommend the consideration of an appropriate way to minimize or mitigate this risk if Alternative C is selected. We suggest that this can be addressed in **Section 4.10.3.3**.

Regarding Alternative D:

We have no additional comments at this time.

As noted above, this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. Since this project will require a federal permit, consultation under Section 106 will need to be initiated by the federal agency, or the applicant, if the federal agency decides to delegate this responsibility. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

If you have any questions regarding our review of this project, please contact Lucy Harrington, Environmental Review Archaeologist, at (651)201-3283 or lucy.harrington@state.mn.us.

Sincerely,



Amy Spong
Deputy State Historic Preservation Officer

CC: Paul Leffler, US Army Corps of Engineers
Daryl Wierbinski, US Army Corps of Engineers
Vanessa Alberto, US Army Corps of Engineers
Leonard Wabasha, Shakopee Mdewakanton Sioux Community
Cheyanne St. John, Lower Sioux Indian Community
Samantha Odegard, Upper Sioux Community
Noah White, Prairie Island Indian Community
Franky Jackson, Prairie Island Indian Community
Dianne Desrosiers, Sisseton Wahpeton Oyate
Ron Schirmer, Minnesota State University, Mankato
Max Erickson, City of Cottage Grove
Minnesota Indian Affairs Council
Minnesota Office of the State Archaeologist
Peggy Veregin, Mississippi National River & Recreation Area
Jade Ryerson, Mississippi National River & Recreation Area

Enclosed via Sharefile:

- SHPO File 1995-2755
- SHPO File 2000-3427
- SHPO File 2008-2231
- SHPO File 2018-1013
- SHPO Report WA-1995-03
- SHPO Report WA-1996-03
- The Minnesota Archaeologist Volume 32 Issues 1 & 2
- Modern Aerial Imagery of Archaeological Site 21WA0048 dating from 1991-2024 (Source: Google Earth)

From: [Collins, Melissa \(DNR\)](#)
To: [Emily Schmitz](#); [Environmental Impact Study](#)
Cc: [Smith, Katie \(She/Her/Hers\) \(DNR\)](#); [Doneen, Randall \(DNR\)](#); [Scollan, Daniel \(DNR\)](#); [Wierzbinski, Daryl W CIV USARMY CEMVP \(USA\)](#); [Carv, Robert \(DNR\)](#); [Lais, Dan R \(DNR\)](#); patty.bestler@amrize.com; [Jennifer Levitt](#); SBraun@barr.com
Subject: Nelson Mine Backwater Project Final EIS - DNR Comments
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Dear Emily Schmitz,

On behalf of DNR Division Director of Ecological and Water Resources, Katie Smith, please see the attached Nelson Mine Backwater Project Final EIS comment letter. A confirmation of receipt would be most appreciated.

Thank you,

Melissa Collins

Regional Environmental Assessment Ecologist | Ecological and Water Resources

Pronouns: She/her/hers

Minnesota Department of Natural Resources

1200 Warner Road

St. Paul, MN 55106

Phone: 651-259-5755

Email: melissa.collins@state.mn.us

mndnr.gov





Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106

Transmitted by Email

October 28, 2025

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

RE: Amrize's Nelson Mine Backwaters Final EIS

Dear Emily Schmitz,

Thank you for the opportunity to review the Nelson Mine Backwaters Project Final Environmental Impact Statement (EIS) for Amrize's Nelson Aggregate mining proposal to conduct nonmetallic mining in the Mississippi River in Washington County and in an area adjacent to the navigational channel. As of the date of this letter, three future Department of Natural Resources (DNR) regulatory decisions have been identified as required for Amrize's Nelson Aggregate proposed project. These regulatory decisions include a work in public waters permit, a threatened and endangered species taking permit, and Wetland Conservation Act (WCA) replacement plan per DNR's agreement with the Local Government Unit (LGU). DNR acknowledges the need for more aggregate mining to supply the materials necessary for concrete infrastructure, and we support sustainable utilization of natural resources. DNR regulatory decisions on this project must comply with Minn. Stat. § 116D.04, subd. 6, which states, "No state action significantly affecting the quality of the environment shall be allowed, nor shall any permit for natural resources management and development be granted, where such action or permit has caused or is likely to cause pollution, impairment, or destruction of the air, water, land or other natural resources located within the state, so long as there is a feasible and prudent alternative consistent with the reasonable requirements of the public health, safety, and welfare and the state's paramount concern for the protection of its air, water, land and other natural resources from pollution, impairment, or destruction. Economic considerations alone shall not justify such conduct."

Alternative Analysis

The purpose statement used in the EIS is overly narrow, yet it appears the project purpose was not used to screen alternatives to be evaluated in the EIS. This is evidenced by evaluation of alternatives

that do not meet the stated purpose. It is unclear how other governmental units would use the alternative analysis contained in the EIS to inform needed regulatory decisions. DNR recommends a broader project purpose for downstream regulatory decisions such as, “supplying quality aggregate resources to the Twin Cities and other local markets.”

The proposed project (Alternative B) is not an expansion of an existing facility to adjacent upland. It is an expansion into a public water with high quality natural communities that existed prior to the construction of Lock and Dam 2 and persist today as part of a dynamic river system. The proposed project area within the side channel of the Mississippi River provides high quality habitat for an estimated 1.6 million mussels, and a host of wildlife, fish and plant species, including many that are rare, threatened, or endangered.

Mining within a public water under Alternatives B and C and E will disturb and impact fish and wildlife within the project areas, remove exposed gravel and mussel beds, submersed and emergent aquatic vegetation and coarse woody habitat, all of which are important habitats for a diverse and healthy ecosystem. In addition, the impact of the mining in the public water will create the potential for fish kills. The post-mining plan for the project area would leave behind a 100-foot-deep mine pit within the waterway that would become thermally stratified. The deeper portions of the water column would likely go anoxic over the course of the summer causing fish kills in the fall and general avoidance of the area by fish until oxygen levels recover post mixing. These conditions could impact all biota within the project area and potentially outside the project area. This impact would occur long after mining and reclamation are completed. Alternatives B, C, and E would also remove approximately 200 acres of public waters that are currently freely accessible to the public for boating, wildlife viewing, hunting and angling. The public’s interest in this resource must be balanced against the private use of this resource.

By contrast, the two upland alternatives analyzed in the EIS would have minimal impact to public waters, wildlife habitat, or recreational use by the public. The impacts to upland sites (Alternative D and the Lakeland Site) would also be temporary and could be returned to agriculture post-mining, while Alternatives B, C, and E include impacts to public waters, wildlife habitat, and state-listed species that would be long-lasting due to the loss of habitat and population levels.

The greenhouse gas emissions (GHG) for the upland alternatives would be greater as trucking miles increase, however these calculations are only estimates since this is based on the current business model and customers. There is uncertainty in the aggregate market that makes cumulative environmental effects of aggregate transport difficult to predict, while there are many known environmental effects to mining in a public water.

The upland alternatives would require more acres overall to support an economically feasible facility. In this case, a greater quantity of land mined in an upland agricultural setting would be far less impactful than a smaller mine within an ecologically sensitive area of the Mississippi River according to the analysis presented in the EIS.

For these reasons, of the alternatives presented in the EIS, including the new Lakeland Alternative presented in Appendix C of the Alternatives Screening Report, DNR considers the upland Coates Site (Alternative D) and the Lakeland Site Alternative to be the least impactful alternatives based on the information presented in the EIS.

MRCCA

The City asserts that the ordinances governing the Mississippi River Critical Corridor Area (MRCCA) do not prohibit expansion of nonmetallic mining operations). The City is mistaken.

The City's MRCCA ordinance prohibits the new nonmetallic mining. Nonmetallic mining as "construction, reconstruction, repair, *relocation*, *expansion*, or removal of any facility for the extraction, stockpiling, storage, disposal, or reclamation of nonmetallic minerals such a stone, sand, and gravel." The definition notably includes "expansion" and "relocation." The ordinance further explains that "'facility' includes all mine pits, quarries, stockpiles, basins, processing structures and equipment, and any structures that drain or divert public waters to allow mining." Alternative B includes expansion and relocation to mining within the Mississippi River, as well as construction of new nonmetallic mining facilities within the Shore Impact Zone (SIZ) and the required structure setback from the ordinary high-water level, including a (1) winter slip for the floating dredge unit, (2) a conveyor system for transporting mined aggregate from the proposed mining area to the plant, and (3) barrier dikes. These activities are thus prohibited by the City's MRCCA ordinances.

The response to DNR comments provided in Comment 53-37 agrees that the definition of new nonmetallic mining includes expansion of the facility (which is prohibited by MRCCA within the SIZ, as discussed above). However, the City then argues that the proposed project is not prohibited because it is an expansion of an existing mine. But there is simply no exception in the MRCCA ordinances that allow for nonmetallic mining in the SIZ when such activity is an expansion of an existing mine. As discussed above, the definition of "nonmetallic mining" explicitly includes "expansion" and "relocation." Accordingly, any new "expansion" or "relocation" of a mining "facility" would, by definition, still be considered new nonmetallic mining. The City attempts to ignore this plain fact by asserting that "the definition is simply that, a definition and does not operate as a prohibition on expansion of such a facility." To the contrary, the defined terms make clear that "expansion" and "relocation" of mining "facilit[ies]" within the SIZ, bluff impact zone, and required setback are prohibited under the MRCCA ordinances.

The City's response goes on to reference and mischaracterize *Hawkins v. Talbot*, the Minnesota Supreme Court case concerning nonconforming uses that involved diminishing assets like quarries, gravel pits, and landfills. 248 Minn. 549 (Minn. 1957). In *Hawkins*, the court recognized that the gravel pit in question was a diminishing asset and its owners did not violate a land use ordinance merely by enlarging the size of the pit. The court went on, however, to explain that its opinion does not mean that such assets can be expanded without limits. Importantly, the court clarified that if an expansion is such that it constitutes "a change in the nature and purpose of the original use" then it cannot be considered a legal nonconformity. Here, the original mine was from 1950 in an upland area. It did not, as now proposed, include mining within the bed of the Mississippi River. Moving from a dry upland, private site to mining within the bed of a public resource like the Mississippi River represents a "change in the nature and purpose of the original use." Accordingly, the proposed expansion into the Mississippi River would not be allowed under *Hawkins*.

Additionally, the nonconforming land use application ends at the Ordinary High Water Level (OHWL) of a public water. The project is proposing to excavate gravel from the bed of a public water below the OHWL, and so that portion of the project doesn't fall under land use, and public waters regulations apply. The public waters statutes and rules regulate activities that change or diminish the course,

current or cross section of the bed, and the concept of a nonconforming use is not found in state public water regulation.

Analysis Lacking in EIS

Sediment Transport

The response to Comment 53-43 states that the modeling completed for the EIS evaluated potential for sediment transport generated by river flow and how it would be influenced by the barrier berms that are intended to shelter the proposed mine from river flows less than a 10-year flood event. The modeling did not consider suspended sediment generated by mining activity.

It will be important that accurate sediment transport data is used to fully assess the zone of impact for the project so that relevant ecological surveys, such as mussel, cricket frog, fish and rare plants, can be completed for the entire area impacted by the project. It is not possible to understand the full level of mitigation required for the project without knowing the zone of impact.

DNR regulatory decisions will require additional analysis of how the proposed project would affect hydrology and flow in the navigational channel and other areas of the river outside the project area. Areas of anticipated scour and deposition outside of the project area will need to be further evaluated for resources in those areas, such as state listed species, that could be impacted.

Ecological Surveys and Studies

Fish Sampling

The City's response to DNR Comment 53-55 states, "The fisheries subconsultant and the MDNR point person (Joel Stiras) exchanged multiple emails regarding the fisheries sampling plan from February 2024 through May 2024 and had a phone call to discuss the 2024 sampling plan as well. The 2024 surveys followed the Work Plan that was developed in coordination with the MDNR (Joel Stiras) prior to fish survey work in 2023. The methods used for the 2023 and 2024 surveys were agreed upon by the MDNR in that Work Plan prior to initiation of field survey efforts. There was no record in either phone calls or the Work Plan for a gamete extrusion request by the MDNR."

Please note that this statement is incorrect. This request to include identification of sex during sampling was made in an email from DNR Fisheries Specialist, Joel Stiras, to Amrize's consultants regarding the proposed Fish Survey Work Plan on March 1, 2023. DNR then received the revised Fish Survey Plan from Holcim on March 27, 2023, which included, "All fish collected will be processed and returned to the river with as little out-of-water and handling stress as possible. The processing for each individual will include identification to species-level taxonomic representation, measurement (total length) and sex by visual observation (page 4)".

The permit issued to EnviroScience, Inc., (Special Permit No. 35937) for fish sampling, based on the approved work plan, stated that, "All fish collected will be recorded per transect location with identification to species-level taxonomic representation, total length measurement, and sex by visual observation."

Despite DNR recognition of the need to identify the sex of fish species, and the fact that collection of this data was proposed in the work plans, this data was not collected.

Response to Comment 53-57 implies that DNR failed to provide any information on fish surveys in the Baldwin Lake Alternative project area during the EIS development Technical Advisory Committee (TAC) coordination process. The Baldwin Lake Alternative was not introduced to the TAC until late in the EIS process. At the October 12, 2023 TAC meeting, DNR expressed concerns about the alternative analysis and the discrepancy in the level of environmental studies being carried out between alternatives. Amrize reiterated their intention to conduct studies for the Nelson Site (Alternative B), while the other alternatives would be evaluated using desktop review only, despite the expressed concerns of TAC members.

Response to Comment 53-59 acknowledges that the movement of fish in and out of the mining area is expected and assumes that fish will move away from the active mining area. Yet, it is still unclear from the fish survey data collected so far if this is an important area for spawning and juvenile habitat, which would result in greater impacts to fish populations. The response also does not address the direct impacts to fish that could result from the placement of the barrier berms. Passage through the area would be impeded when water levels are low enough that the barrier berms impede fish movement and passage into or out of the site. The response to DNR comments does not address the significant impacts to fish expected from the deep 100-foot hole that is proposed to remain post-mining.

Mussels

Additional mussel surveys may be needed after the full zone of impact beyond the project boundary is determined. The DNR has requested more information regarding sediment transport in order to understand the full scope of the potential impact. Without this information the DNR cannot assess the impact of the proposed alternative on mussels nor determine whether impacts to mussels can be sufficiently mitigated.

Cricket Frogs

Coordination with the DNR regarding state-listed as endangered cricket frogs is identified as needed in Natural Heritage Review letters for Alternative B, C, and E. Potential impacts are possible from Alternative B, C, and E, and likely impacts from Alternative C are noted, and would require Amrize to apply for a DNR Permit to Take. Potential impacts to this species and suggestions for mitigation are absent from the EIS. The likelihood of cricket frogs being present and impacted by Alternatives B and E requires further investigation. Any future mitigation proposals and permitting decisions will need to account for impacts to this species.

Rare Natural Community

The EIS considers and evaluates a single wetland community type across the entire 395-acre project area. During the September 7, 2022, Wetland Conservation Act (WCA) Technical Evaluation Panel (TEP) site visit, multiple areas were observed with high plant diversity, and it is likely that the quality of wetland types varies geographically across the project area. The DNR requested that areas of high quality be identified and evaluated for the presence of a Rare Natural Community (RNC) under the WCA and any potential impacts to those communities. This evaluation has yet to be completed.

Areas of wetland and formed uplands within the riverine system would be recognized as native plant community (NPC) types as they have arisen primarily in the absence of direct human influence and include a majority of native flora. Four state-listed threatened or endangered plant species have been found, with hundreds of individuals occurring throughout the project area. The rare plant survey notes that some areas appear to have human influences, where others appear to be “of native origin.” To sufficiently determine the scope of the proposed project impacts to native plant communities and the potential presence of RNCs, further in-field assessments by a qualified botanist or ecologist are necessary. Assessments to date do not provide sufficient data for the DNR to assess NPCs at the site nor RNCs. NPC assessment and typing typically includes vegetation sampling using the [relevé method](#) which is the standard for characterizing or classifying native vegetation. Any future mitigation proposals and permitting decisions will need to account for impacts to state-listed species, habitat, and any potential RNCs.

Mitigation

During participation in the TAC, the DNR emphasized the importance of mitigation in determining whether this project could meet permitting criteria. The DNR provided feedback on initial mitigation concepts proposed by Amrise and stressed that purchasing wetland banking credits would not be sufficient to mitigate for the proposed level of adverse impact to a public water. Mitigation requirements are dependent on the scale, nature and location of the impact.

The level and nature of impacts identified within the EIS should inform the level of mitigation required for the project, but the EIS is lacking in the areas of analysis described above. The EIS mentions several general ideas, but does not present a specific, well-formed mitigation concept. The response to the DNR comments defers the development of mitigation to the permitting process. However, a reasonable mitigation proposal is meant to be part of an EIS pursuant to [Minn. Rule 4410.2300](#) [CONTENT OF EIS., Subp. I](#), which states:

Mitigation measures: this section shall identify those measures that could reasonably eliminate or minimize any adverse environmental, economic, employment, or sociological effects of the proposed project.

DNR regulatory decisions will only consider mitigation if it is determined that potential impacts cannot be avoided or minimized. Suitable mitigation will be challenging due to the scope and scale of potential impacts. Factors that need to be considered include permanent loss of riverine habitat, impacts to rare resources, loss of public recreation opportunities, and off-site impacts due to changes in hydrology and sedimentation.

Conclusion

The DNR recognizes the need for aggregate resources in the Twin Cities metro area and, as the regulatory authority for Public Waters in the State of Minnesota, it is the responsibility of the DNR to manage our water resources in trust for the benefit of the public. DNR must also ensure that these impacts are compatible with applicable state rules and regulations. The Final EIS is lacking with respect to its statement of need/purpose, a meaningful comparison of alternatives, assessment of impacts that are likely to occur due to project implementation, and a clearly defined mitigation concept that addresses those impacts.

DNR must weigh all the environmental, natural resource, legal, recreational, economic, social and institutional impacts when considering whether or not this project can comply with state rules and is within the best interest of the public and this natural resource. The DNR will require significant additional information when evaluating permit applications for Threatened and Endangered Species takings, Wetland Conservation Act, and Work in Public Waters.

Sincerely,

Katie Smith
Division Director, Ecological and Water Resources

CC:

Patty Bestler, Amrize
Shanna Braun, Barr Engineering
Jennifer Levitt, City of Cottage Grove
Robert Cary, DNR Staff Attorney
Randall Doneen, DNR CAR Section Manager
Dan Lais, DNR Central Region Manager
Dan Scollan, DNR Area Hydrologist
Melissa Collins, DNR Regional Environmental Assessment Ecologist
Daryl Wierzbinski, U.S. Army Corps of Engineers

Equal Opportunity Employer

From: [Colleen O'Connor Toberman](#)
To: [Environmental Impact Study](#)
Cc: [Whitney Clark](#)
Subject: Nelson Mine Backwaters Project EIS comments
Date: Tuesday, October 28, 2025 9:21:56 AM
Attachments: [FMR Comments Nelson Mine FEIS 1025.pdf](#)

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Good morning Emily,
I've attached comments on the Nelson Mine FEIS. Thank you.

Colleen O'Connor Toberman / Land Use & Planning Program Director
ctoberman@fmr.org / 651.477.0923 (call/text)
(she/her)

Friends of the Mississippi River

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October 28, 2025

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

Director Schmitz:

Friends of the Mississippi River (FMR) appreciates the opportunity to comment on the Final Environmental Impact Statement (FEIS) for the proposed Nelson Mine Backwaters Project.

FMR is a non-profit organization with a mission to engage community members and other stakeholders to protect, restore and enhance the Mississippi River and its watershed in the Twin Cities region. We represent thousands of people in the metropolitan area who care deeply about the river, including over 6,000 who participate as FMR advocates, volunteers, and members each year.

We continue to have serious concerns about this proposed Nelson Mine expansion into the Mississippi riverbottom. The Mississippi River is a natural, cultural, and historic wonder that helps define our metro area. In recognition of this, its 72-mile stretch through the Twin Cities is not only a state-designated Critical Area but also a national park afforded special protective policies.

We submit that the FEIS is inadequate for reasons set out in our previous comments, comments of other parties, and the comments below. In particular, the City must reject the FEIS, and the project as proposed, because there is no legal basis for the company to mine nonmetallic minerals in the Shore Impact Zone or riverbed of the Mississippi River. The company has not supplied information necessary to substantiate analyses fundamental to the project and the EIS. See Minn.R. 4410.2300, subp. J2.

Thank you for your attention to the following comments.

I. The Proposed Expansion Is Prohibited by the Plain Language of the Applicable Ordinance.

We disagree with Amrize's response to several Draft EIS (DEIS) comments questioning the legality of Alternatives B, C, and E under Mississippi River Corridor Critical Area (MRCCA) regulations:

"The City's MRCCA regulations do not prohibit expansion of nonmetallic mining operations. Nor do the MRCCA regulations prohibit expansion of existing nonmetallic mines. Rather, the MRCAA rules prohibit only 'new nonmetallic mining' in certain locations. The definition of

‘nonmetallic mining’ is found in Section 11-13-14 of Chapter 13 of the City Code, which is the codification of the City’s MRCCA regulations, as adopted. While the definition includes expansion of ‘any facility for the extraction, stockpiling, storage, disposal, or reclamation of nonmetallic minerals such a stone, sand, and gravel,’ the definition is simply that, a definition and does not operate as a prohibition on expansion of such a facility. The expansion of an existing mine is not ‘new nonmetallic mining.’”

Amrize’s explanation makes no sense. As noted by Amrize, the ordinance prohibits “new nonmetallic mining” in the shore and bluff impact zones. Ordinance, Ch. 13 § 11.-13-7. The ordinance also supplies a definition of “nonmetallic mining” which includes “expansion . . . of any facility for the extraction . . . of nonmetallic minerals.” Ordinance, Ch 13 § 11-13-4. Where the legislative body has provided a definition of a term, the definition is used to interpret the law. In other words, the prohibition on “new nonmetallic mining” means, by the plain terms of the ordinance, a prohibition on “new [expansion of a facility for the extraction of nonmetallic minerals].” See *U.S. Jaycees v. McClure*, 305 N.W.2d 764, 766 (Minn. 1981) (courts must use definition supplied by legislature to interpret statute).

The proposed project is a new expansion of nonmetallic mining in the Shore Impact Zone. Therefore it is prohibited. Amrize has provided no factual or legal basis for approval of the project.

II. The Project Cannot Proceed As a Legal Nonconforming Use.

We’d also like to respond to this part of Amrize’s response to our DEIS comments:

“Alternative B proposes expansion of mining operations that have operated continuously on an adjacent site since the 1950s. 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. See *Hawkins v. Talbot*, 248 Minn. 549 (1957).”

This argument is misguided. *Hawkins* and later cases do not offer a freestanding allowance for companies to mine “to the extent of the entire deposit” of any diminishing asset. Rather, Minnesota courts have articulated a limited doctrine about legal nonconforming uses.

The FEIS has not demonstrated that Amrize even has a legal nonconforming right to mine the Shore Impact Zone of the MRCCA. Furthermore, even if Amrize demonstrates that its *current* mining operations constitute a legal nonconforming use, Minnesota law does not permit Amrize to relocate that use into the Mississippi riverbed.

A. The FEIS Fails To Establish That Amrize Has Legal Nonconforming Rights.

Nonconforming use rights are "defined by the uses lawfully existing at the time of the adverse zoning change." *Aim Dev. (USA), LLC v. City of Sartell*, 946 N.W.2d 330, 333 (Minn. 2020). The adverse zoning change relevant to this proposal goes back to at least 2021, when the MRCCA regulations prohibited new nonmetallic mining in the Shore Impact Zone. Given that timeline, Amrize can claim a nonconforming right to the mining activities it was lawfully engaged in within the Shore Impact Zone, if any, in 2021, or whenever the City first restricted nonmetallic mining in this area.

Those facts have not been established. According to the City, Amrize has mined "since the early 1950s" and has a lease with PAS Associates that "remains in place." But the FEIS omits any information about whether the company or its predecessors (1) held the necessary property interests in the Shore Impact Zone when MRCCA protections or any other local restrictions took effect, and (2) were in fact using those property interests to conduct mining in the Shore Impact Zone at that time.

Without providing that foundation, there is no basis for the City to claim that Amrize has a legal nonconforming right to violate MRCCA rules, and the FEIS lacks "information needed by a governmental unit for making final decisions on permits or other actions required for a proposed project." Minn. Stat. § 116D.04, subd. 2a(i). The City must amend the FEIS to justify Amrize's claim to a nonconforming right.

B. If Amrize Has a Legal Nonconforming Right, the City's Preferred Alternative Is an Unlawful Expansion of that Right.

If Amrize is engaging in a legal nonconforming use under the MRCCA, the company may *continue* that use into the future, but it cannot *expand* that use. Expansions of nonconforming uses are prohibited in the City's ordinance, a prohibition permitted by Minnesota law. Minn. Stat. § 462.357, subd. 1e; see *AIM Dev.*, 946 N.W.2d 330 at 333.

The City references one mid twentieth century judicial opinion, *Hawkins v. Talbot*, 248 Minn. 549 (1957), to argue that Amrize can move its mining operation into the Mississippi riverbed without expanding a nonconforming use. This claim ignores modern precedent. When the Minnesota Supreme Court revisited *Hawkins* in 2020, the court clarified that a nonconforming use becomes an unlawful expansion if it "unreasonably prolonged the lifespan of the nonconformity and made it more difficult to convert the land to a different use when the nonconformity was eliminated." See *AIM Dev.*, 946 N.W.2d 330 at 340; see *Cty. of Freeborn v. Claussen*, 203 N.W.2d 323, 325 (Minn. 1972).

Under both elements of this standard, Amrize's proposal is an unlawful expansion. Moving the company's mining operation further into the Shore Impact Zone would indefinitely "prolong the lifespan of the nonconformity," contradicting the "well-established rule that nonconforming uses are to be restricted in a way which will be conducive to their ultimately being phased out." *Hawkinson v. County of Itasca*, 231 N.W.2d 279, 282 (Minn. 1975); see also *Claussen*, 203 N.W.2d at 325 ("The public policy behind that doctrine is to increase the likelihood that such uses will in time be eliminated due to obsolescence, exhaustion, or destruction.").

With regard to the second criterion, the Supreme Court articulated in *AIM* the principle that nonconforming uses should not grow in ways that interfere with the long-term purpose of affected land. In *Claussen*, that meant ensuring land remained amenable to eventually joining "a uniform residential area." 203 N.W.2d at 327. Here, the long-term intended "use" of the Mississippi riverbed is preservation to ensure use and enjoyment of a public water for which the state holds title in trust for all citizens. If Amrize's proposal moved forward, it would interfere with rare and endangered species while threatening sediment transport, water quality, and many other environmental effects. The proposal would adversely impact the use and enjoyment of the River as a designated public water resource under state and federal law. See 16 U.S.C. § 460zz (establishing the Mississippi National River

and Recreation Area). These impacts would last for decades or more, making it “difficult to convert the land” to its intended status as a healthy and protected riverbed. *AIM Dev.*, 946 N.W.2d 330 at 340.

Taken in context, state law supports a commonsense conclusion: Even if Amrize has nonconforming rights in its existing mining operations (which this record does not establish), relocating their mine into the Mississippi riverbed would expand this use. That expansion must conform to modern environmental standards and the long-term intended uses of the area. It does not. For that reason, the City must correct the FEIS to recognize that Alternatives B, C, and E of Amrize’s proposal are subject to MRCCA prohibitions against new nonmetallic mining in the Shore Impact Zone.

Thank you for your consideration.

For the river,

A handwritten signature in black ink, reading "Colleen O'Connor Toberman". The signature is written in a cursive, flowing style.

Colleen O'Connor Toberman
Land Use & Planning Director

From: [Dingle, Sandi](#)
To: [Emily Schmitz](#)
Cc: [Tod Sherman](#); melissa.collins@state.mn.us; daryl.w.wierzbinski@usace.army.mil; [Jenkins, Mark](#); [Barajas, Lisa](#); [Dvorak, Emma](#); [ReviewsCoordinator](#)
Subject: Cottage Grove 2025 Nelson Mine Backwater Project Final EIS Inadequate with Comments 22736-3
Date: Tuesday, October 28, 2025 1:18:16 PM
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CONNECT WITH US





October 28, 2025

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

RE: City of Cottage Grove – Final Environmental Impact Statement (EIS) – Nelson Mine Backwater Project
Metropolitan Council Review No. 22736-3
Metropolitan Council District No. 12

Dear Emily Schmitz:

The Metropolitan Council received the Final EIS for the Nelson Mine Backwater project in the City of Cottage Grove on October 14, 2025. Amrize Midwest, Inc. (formerly Holcim and Aggregate Industries), who owns and operates the existing Nelson Sand & Gravel Mine Facility, is proposing to increase the mining area to mine additional aggregate reserves on a privately owned parcel adjacent to the existing facility in the backwaters area of the Mississippi River on Lower Grey Cloud Island.

The staff review finds that the Final EIS is **inadequate**, as defined in Minn. Rules, 4410.2800, subp. 4, with respect to regional concerns. Due to potential impacts to the Regional Parks and Trails System, the Council strongly advises the City to similarly find the FEIS inadequate and to revise the EIS to address the concerns herein and as stated by other commenting agencies (Minn. R., 4410.2800, subp. 5).

In addition to our comments below, we share and reiterate the concerns that have been communicated by Dakota County, Washington County, the Minnesota Department of Natural Resources, the National Park Service, and the U.S. Army Corps of Engineers. In our review of the FEIS, we find that it includes *responses* to agency and public comments, but from the perspective of the Council, it does not fully or sufficiently *address* the comments.

Item 4.1 – Parks (Colin Kelly, 651-602-1361)

The proposed project area (Alternative B) is directly adjacent to Lower Grey Cloud Island and the planned Grey Cloud Island Regional Park (Washington County). It is approximately 0.4 miles northwest of Spring Lake Park Reserve (Dakota County).

The Nelson Mine Backwater Project is likely to impact scenic views, recreation, natural environment and wildlife, water quality, and cultural resources in the vicinity of these units of the Regional Parks and Trails System and potentially have cumulative and long-term effects.

From a **visual** or aesthetic standpoint, the project could visibly alter scenic views from Spring Lake Park Reserve, especially from Schaar's Bluff, a designated scenic viewpoint protected under Mississippi River Corridor Critical Area visual quality rules. The detailed viewshed analysis in Appendix C found that berms, equipment, and disturbed surfaces would be visible from multiple vantage points in Spring Lake Park Reserve. Both agency and public comments relative to the Draft EIS (DEIS) request stronger mitigation that does not appear to be addressed in the Final EIS (FEIS).

From a **recreational** standpoint, temporary impacts to fishing, kayaking, wildlife viewing, and scenic enjoyment near Lower Grey Cloud Island and Spring Lake Park Reserve are expected during operations. It is assumed that "temporary" means 20 to 25 years, which was noted as the project life (FEIS, pg. 1-6). With regard to Alternative B, "the project would conflict with the resource protection and land use management, public access, recreation and open space, and environmental protection and pollution control goals and policies" (FEIS, pg. 4-34).

From a **natural environment** and **wildlife** standpoint, the project site is primarily within the Mississippi River "backwaters" and wetlands, an area which supports high-quality aquatic and riparian habitat including wild rice, bulrush, arrowhead, and habitat for estimated 1.6 million native mussels, fish, and migratory birds (FEIS, pdf pg. 640). Disturbance from construction noise and human activity could cause temporary abandonment of local habitat by birds and mammals (FEIS, pg. 4-167). Similar to other commenting agencies, the Council disagrees with the description of "backwaters" to describe the project area.

From a **water quality** standpoint, mining within inundated areas could resuspend sediments and affect turbidity and aquatic life. Barrier berms are proposed to contain suspended solids and prevent migration into the main river channel (FEIS, pg. 4-82), but Draft EIS reviewers noted insufficient quantitative analysis of sediment generation and water quality effects (FEIS, pdf pg. 679). This additional analysis does not appear to be addressed in the FEIS.

From a **cultural resources** standpoint, two significant archaeological sites lie within the proposed project area (Alternative B) including the Schilling Archaeological District (21WA0001) and Precontact habitation and clamshell midden site (21WA0110) (FEIS, pg. 4-226). Both sites would be adversely affected if they are not avoided.

The FEIS notes that **cumulative effects** on wildlife and aquatic biota could occur but are assessed as "minor" (FEIS, pg. 4-287). Agency and public comments raise significant concerns about impacts to wildlife and aquatic biota and appear to disagree with the FEIS's assessment of these being "minor" impacts. Further, noise and visual intrusion could extend for the 20- to 25-year project life, affecting recreation and scenic quality (FEIS, pgs. 4-289, 4-291). The life of the project is not a "temporary" timeframe. This is a generational span and could result in significant, perhaps permanent, shifts in wildlife patterns/behaviors, altered natural features, or changed aquatic and biological conditions that may not simply return to previous condition after the project concludes. The FEIS does not adequately address cumulative impacts.

The System Protection Policy of the 2050 Regional Parks and Trails Policy Plan states that, “The Met Council will review local comprehensive plan amendments and environmental documents to ensure that Regional Parks and Trails System locations and facilities are protected from land uses or projects that represent substantial departures from the Regional Parks and Trails System Plan, or are likely to have a substantial impact on the system” (2050 RPTPP, pg. 92).

Additionally, “Substantial departures from the Regional Parks and Trails System Plan or impacts on the Regional Parks and Trails System may include but are not limited to... projects that impair the use and enjoyment of the system unit due to excessive visual, noise, air pollution, or water pollution” (2050 RPTPP, pg. 92).

The proposed Nelson Mine Backwater Project is likely to adversely impact the use of Spring Lake Park Reserve specifically and the Regional Parks and Trails System more broadly because of the impacts outlined above.

The Met Council also offers the following minor technical comment.

Item 4.12– Greenhouse Gas (GHG) Emissions (Mackenzie Young Walters, 651-602-1373)

Greenhouse gas emissions associated with the electricity used to operate the conveyor, processing operations, and floating dredge should be considered in addition to the identified transportation emissions. The decrease in those emissions from the cessation of operations should be weighed against the identified increase in transportation emissions in scenarios A and D to fully understand the impact of the various scenarios on GHG emissions. Additionally, acknowledging the emissions associated with the operation’s onsite electricity uses can inform available mitigation measures. For example, in alternative B the operator could purchase energy from renewable sources or investigate the feasibility of onsite solar or wind energy generation.

Council staff request that the City and proposer fully address issues and concerns raised by Dakota County, the Regional Park Implementing Agency responsible for Spring Lake Park Reserve, and other agencies – including, but not limited to the Minnesota Department of Natural Resources and U.S. Army Corps of Engineers – and members of the public who have expressed significant concerns over the proposed mine expansion project. While the FEIS includes *responses* to agency and public comments, from the perspective of the Council, it does not fully or sufficiently *address* the comments.

Furthermore, the FEIS only contains alternatives that would be suitable for Holcim to operate. Under that approach, and despite the advice of other agencies, it did not use the scope of supply of the Twin Cities market with aggregate. Without a meaningful assessment of the adequacy of the existing supply of aggregate to the Twin Cities market, the potential merits of the proposed alternatives cannot weigh against the substantial impacts that have been outlined in this letter and in the communications shared by other commenting agencies and residents. .

We also emphasize the direction in Minnesota Statutes, section 116D.04, subd. 6:

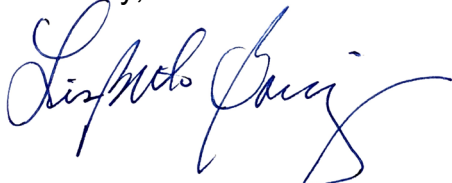
No state action significantly affecting the quality of the environment shall be allowed, nor shall any permit for natural resources management and development be granted, where

such action or permit has caused or is likely to cause pollution, impairment, or destruction of the air, water, land or other natural resources located within the state, so long as there is a feasible and prudent alternative consistent with the reasonable requirements of the public health, safety, and welfare and the state's paramount concern for the protection of its air, water, land and other natural resources from pollution, impairment, or destruction. Economic considerations alone shall not justify such conduct.

Given the concerns stated in this letter and communicated by others, it is imperative for the protection of the environment that the City find the EIS inadequate and work to sufficiently address the concerns described in this and the communications of other agencies.

If you have any questions or need further information, please contact Emma Dvorak, Principal Reviewer, at 651-602-1399 or via email at emma.dvorak@metc.state.mn.us.

Sincerely,



-FOR-

Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division
Melissa Collins, Minnesota Department of Natural Resources
Daryl W. Wierzbinski, U.S. Army Corps of Engineers, Lead Project Manager
Mark Jenkins, Metropolitan Council District 12
LisaBeth Barajas, Executive Director of Community Development, Metropolitan Council
Emma Dvorak, Sector Representative/Principal Reviewer
Reviews Coordinator

*N:\CommDev\LPA\Communities\Cottage Grove\Letters\Cottage Grove 2025 Nelson Mine Backwater Project Final EIS Inadequate with
Comments 22736-3.docx*

From: [Weston, Isaac \(He/Him/His\) \(MIAC\)](#)
To: [Environmental Impact Study](#)
Cc: [Emily Schmitz](#)
Subject: Nelson Mining Backwater Expansion EIS
Date: Tuesday, October 28, 2025 5:06:32 PM
Attachments: [Nelson Mine Backwater-MIAC.pdf](#)

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

City of Cottage Grove,
Attached is the letter response to the Final EIS report for the Nelson Mining Backwater Expansion project and alternatives.

Please do not hesitate to reach out if there are any questions or concerns.

Isaac J. Weston
Cultural Resource Manager
Minnesota Indian Affairs Council
161 Rondo Avenue, Ste. 919
Saint Paul, MN 55103
612-512-8391
isaac.weston@state.mn.us
Mn.gov/indianaffairs

October 28th, 2025

City of Cottage Grove
12800 Ravine Parkway South,
Cottage Grove, MN 55016
EIS@cottagegrovemn.gov

Minnesota Indian Affairs Council Comment on Nelson Mine Backwater Expansion Final EIS

Dear City of Cottage Grove,

Thank you for providing us the opportunity to comment on the Final EIS for the Nelson Mine Backwaters Project. I have reviewed this project pursuant to the responsibilities given to the Minnesota Indian Affairs Council by the Private Cemeteries Act (Minn. Stat. § 307.08), and the Minnesota Field Archaeology Act (Minn. Stat. § 138.31-.42).

The Minnesota Indian Affairs Council commented on the Draft EIS on January 17th, 2025. MIAC stated our concerns regarding the culturally sensitive sites associated with Dakota Communities in the State of Minnesota and the surrounding region.

The Area of Potential Effects (APE) for Alternatives B and E are located within/adjacent American Indian cemetery site 21WA0001, a National Registered Historic Property (NRHP) that is protected under several archaeological laws, including the Minnesota Private Cemeteries Act and the National Historic Preservation Act. **As stated in the January 17th comment from MIAC, “[N]o mining activities or ground disturbance is permitted within cemetery site boundaries”. The Final EIS still has plans to have mining development constructed within cemetery boundaries (i.e. conveyor belt). Under Minn. Stat. § 307.08, Subd. 7(a), landowners need “permission to develop or disturb nonburial areas within assessed or recorded burial grounds”. Constructing the conveyor belt as currently proposed is illegal. It is a felony offense to disturb a cemetery. Non-compliance with regulatory decisions can result in legal action.**

The Minnesota Indian Affairs Council has additional concerns for the highly probability of potential sites that are located outside of the 21WA0001 site boundaries, situated along the mining operation development. A previous archaeological investigation identified potential mortuary features within the project APE. Further investigation is necessary at this location under per Minn. Stat. § 307.08 Subd. 3a and 3a(d). **If the features are determined to be mortuary, avoidance will be required. It is a felony offense to disturb a cemetery. Non-compliance with regulatory decisions can result in legal action.**

In regard to Alternative C; if there is ground-altering construction planned for the temporary dredge unit transfer channel, **the Office of State Archaeologist and State Historic Preservation Office comments are required for site 21WA0048, a NRHP site.** On January

17th, 2025, MIAC stated further archaeological investigation must occur for Alternative C; MIAC remains firm with this comment.

Additionally, if water levels will rise due to constructed berms per Alternatives B and E; there must be consideration for **all cemetery sites** that may be impacted by the undertaking. Particularly, those located along the length of the river between the USACE lock and dams. MIAC is concerned that over time, the higher water levels will lead to the erosion of the riverbank. Erosion is a leading factor in the damage of American Indian Cemeteries and Burial Sites and may lead to a massive recovery effort. **The developer may be held financially and criminally liable if this occurs, as it is a direct impact of the mining operation.**

Proper consultation with Dakota Tribal Communities should maintain a priority regarding Alternatives B, E, and C, due to their cultural and spiritual relation to the island for thousands of years.

If any question or concerns arise, please do not hesitate to contact the Minnesota Indian Affairs Council Cultural Resource Team.

Sincerely,

Isaac J. Weston
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isaac.weston@state.mn.us
miac.culturalresources@state.mn.us
612-512-8391

From: [Michael Zaiken](#)
To: [Environmental Impact Study](#)
Subject: Response to Nelson Mine Backwaters Project Final EIS
Date: Tuesday, October 28, 2025 2:10:43 PM
Attachments: [Analysis of Nelson Mine Backwaters Project Final EIS.docx](#)

You don't often get email from zaiken002@umn.edu. [Learn why this is important](#)

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

Hello,

In accordance with the public comment period, please find attached my complete comments and analysis of the Nelson Mine Backwaters Project Final EIS document.

Best Regards,

--

Dr. Michael Zaiken PhD
Assistant Professor | [ORCID](#)
Division of Blood and Marrow Transplantation
Department of Pediatrics
University of Minnesota - Twin Cities
zaiken002@umn.edu | (507)-358-4527
[Zoom \(702.123.5102\)](#)

To whom it may concern,

My name is Dr. Michael Zaiken, Ph.D. I am professor at the University of Minnesota and a resident of Grey Cloud Island Township. It is as both a resident of the Island and a professional scientist with an expertise in data analysis and statistical extrapolation that I am writing today to voice my profound concerns with the severe insufficiency of the proposed Nelson Mine Backwaters Project EIS.

I have prepared in my professional capacity a detailed review of the complete EIS and have found that across all eight chapters and the numerous appendences there are distinct patterns of biased impact minimization, deficient mitigation planning, incomplete and outdated data, distinct regulatory non-compliance, and critical information gaps. Distressingly the EIS itself acknowledges clear and often catastrophic impacts of their proposed project while dismissing these with impossible or speculative mitigation strategies and defers clearly essential preliminary analyses to the 'permitting' phase. As a result, the EIS fails to meet basic NEPA/MEPA requirements for specificity and completeness. Ultimately these numerous and repeated deficiencies render the document inadequate to aid in informed decision making.

Ultimately this theoretically final EIS should be returned with request for substantial additional information (RAI) which should require the completion of all required surveys, independent review to address obvious expertise gaps, reasonable and rational mitigation strategies with realistic feasibility estimates and detailed plans, complete financial assurance mechanisms, updated data sources, complete data for alternatives prepared to comparable depth of detail, and resolution of the numerous failures to meet basic NEPA and MEPA requirements.

To outline my specific grievances with the study I have provided the following chapter by chapter commentary pointing out distinct and concrete errors and gaps throughout the document and provided recommendations for the necessary corrections. This includes a list of no less than 64 critical deficiencies in the EIS that must be addressed prior to approval.

It is my sincere hope, as both a resident of the impacted community, and as a professional researcher with a passion for data integrity, that the Amrize corporation will accept these criticisms in the spirit of constructive feedback that they are provided and move to correct the flaws that I have identified.

Best Regards,

Dr. Michael Zaiken, Ph.D.

Assistant Professor, Department of Pediatrics

Division of Blood and Marrow Transplantation and Cellular Therapy

University of Minnesota

October 28th, 2025

Critical Analysis Summary: Nelson Mine Backwater Project EIS

Executive Overview

This comprehensive critique reveals that the Final EIS for the Nelson Mine Backwater Project suffers from fundamental structural deficiencies that render it inadequate for informed decision-making. Across all eight chapters and appendices, patterns emerge of systematic impact minimization, incomplete data, deficient mitigation planning, regulatory non-compliance, and critical information gaps. Most distressingly, the EIS acknowledges certain impacts while proposing impossible or speculative mitigation, defers essential analysis to “permitting,” and fails to meet basic NEPA/MEPA requirements for specificity and completeness.

CROSS-CUTTING DEFICIENCIES IDENTIFIED ACROSS ALL CHAPTERS

1. FUNDAMENTAL CONFLICT OF INTEREST

Chapters Affected: 1, 2, 7

The Issue: Barr Engineering works “under contract with Amrize” (the applicant) while the EIS pretends neutrality. This creates inherent bias because the consultant’s financial interest is in project approval rather than environmental protection. Chapter 7 reveals that Barr’s preparers lack specialized expertise for this unprecedented project, and Chapter 2 shows consultants serving on the “Technical Advisory Committee” as if they were independent advisors. Moreover, Chapter 8 demonstrates self-citation where Barr cites its own 2010 EIS to validate current conclusions.

Regulatory Violation: NEPA requires independent analysis by lead agency or its consultants, not applicant-funded analysis presented as objective.

2. SYSTEMATIC IMPACT MINIMIZATION

Chapters Affected: 1, 4, 5, 6, Appendices

The Pattern: Throughout the EIS, catastrophic impacts are described in minimizing language. Chapters 4 and 5 describe the killing of approximately 1.6 million mussels as merely a “potential to impact.” Chapter 4 characterizes 216.7 acres of high-quality wetlands destruction as “potential to directly impact,” and 4.5 feet of main channel

erosion is labeled as “localized erosion anticipated.” Chapter 5 treats the removal of recreational opportunities with the same weight as 1.6 million mussel deaths. Chapters 1 and 2 rely on outdated 2000 market data predicting a 2029 crisis to justify the project.

The Reality: The project will cause the largest freshwater mussel mortality ever proposed in Minnesota and the largest wetland destruction in recent state history. It will create erosion violating “No Rise” flood requirements by five times, with the potential for permanent ecosystem collapse.

3. INCOMPLETE DATA FOR ALTERNATIVES ANALYSIS

Chapters Affected: 3, 4, 5, Appendices A, E

The Critical Gap: The EIS evaluates alternatives with essential missing data:

Alternative B (Proposed): While it received extensive analysis, the assessment remains inadequate. **Alternative C** has NO wetland delineation conducted as admitted in Chapter 4.1, NO geotechnical analysis for underwater slope stability, and NO hydraulic analysis for flow and sediment transport. The EIS admits these would need to be evaluated if the alternative advances to permitting. **Alternative D** has NO drilling to confirm reserves exist despite being evaluated in Chapters 3, 4, and Appendices, evaluates a 20-25 year mining operation without verifying the resource exists, and has NO groundwater appropriation feasibility analysis, with this critical assignment given to a staffer with only 2 years of experience. **Alternative E** is purely a scaled-down version of B with NO independent analysis conducted.

Regulatory Failure: CEQ regulations require all alternatives analyzed to “comparable level of detail.” C and D cannot be adequately compared.

4. MITIGATION “TO BE DETERMINED” - EIS INCOMPLETE

Chapters Affected: 4, 6, Appendices E, F

The Fatal Flaw: Critical mitigation details deferred to “permitting”:

Mussel Mitigation (1.6 million individuals): Chapter 6.8.1 states that “mitigation decisions would ultimately be made during Project permitting,” with no relocation methodology specified, no survival rates provided, and no cost estimates. The scientific basis is that relocation at this scale has never been successfully demonstrated.

Wetland Mitigation (433+ acres required): Chapter 4.4 lists vague options but admits they would be “ultimately made during permitting.” Chapter 4.10 notes that the project would consume 93% of all available Minnesota wetland bank credits. Chapter 4.9 shows

options include conditional phrases like “if landowner willing,” “depends on other projects,” and “may include” - none of which are binding commitments.

Groundwater Protection: Chapter 6.5.1 states “Mitigation is not proposed due to low impact potential,” yet Chapter 4 documents that groundwater flows INTO the project area from upgradient where PFAS contamination has been documented, and no monitoring plan has been proposed.

Off-Site Reclamation Material: Chapters 3.7, 4.18, and 6.8 require an unknown volume of material from unspecified sources, noting that materials “may include USACE-dredged materials” which is not guaranteed. There are NO cost estimates, NO quantity calculations, and NO feasibility assessment.

Regulatory Violation: CEQ 40 CFR 1502.14(f) requires “specificity” of when, where, and how mitigation occurs. EIS lacks this.

5. COST AND FINANCIAL ASSURANCE COMPLETELY MISSING

Chapters Affected: 3, 4, 5, 6, 7

The Gap: NO financial information is provided for capital costs for any alternative, operation cost differentials, or mitigation costs which could potentially reach tens of millions. These include unknown costs for mussel relocation, wetland creation of 433+ acres, off-site backfill material, slope stabilization emergency measures, and long-term monitoring. The document lacks information on reclamation bond requirements, financial assurance mechanisms, and what would happen if Amrize goes bankrupt mid-project.

Chapter 7 Reveals: No financial expertise on preparer team

Regulatory Requirement: NEPA requires disclosure of costs so decision-makers can evaluate feasibility.

6. OUTDATED AND INADEQUATE DATA USED

Chapters Affected: 1, 2, 4, 8, Appendices

Examples: Chapter 1.1 relies on the 2000 Aggregate Resources Inventory, now 24 years old, predicting a 2029 crisis. Chapter 2 bases scoping on 14-year-old guidance (2010 beta version MnRAM). Chapter 8 uses 1994 fisheries data (30 years old), 1997 macroinvertebrate data (27 years old), and 1989 mussel surveys (35 years old). Appendix D uses 2008 EPA emission factors that are 16 years old, and Appendix F relies on 2010 noise measurements that are 14 years old for current operations.

The Impact: EIS based on environmental conditions and regulations from 14-35 years ago.

7. TRIBAL CONSULTATION SEVERELY DEFICIENT

Chapters Affected: 1, 2, 4, Appendices B, E, F

The Pattern: There was a 12-year gap between extensive tribal outreach from 2008-2010 and nothing until 2022 as documented in Chapters 2.3 and 2.4. A single 2022 letter was sent only to the Prairie Island Indian Community with no documented responses. The current status is vague, with “coordination meetings initiated” but no outcomes documented. Concerns about burial mounds have been dismissed: the public believes burials exist on site, while the EIS claims “no evidence,” though the Phase I survey may be insufficient for underwater areas. Cultural desecration has not been addressed, with responses focusing only on legal compliance rather than spiritual and cultural impacts. Appendices B and E list endangered and traditional cultural properties, but the EIS treats impacts merely as “potential.”

Regulatory Failure: Federal Section 106 and Minnesota law require “ongoing meaningful consultation” - not single outreach after 12-year hiatus.

8. CUMULATIVE IMPACTS INADEQUATELY ANALYZED

Chapters Affected: 1, 2, 4, 5

The Gap: There is no baseline of past impacts despite the project area being subject to 70+ years of mining since the 1950s. There is no cumulative analysis, with the EIS treating the project as a new operation rather than a continuation of existing impacts. No regional context is provided, though Pool 2 is subject to multiple mines, urban development, agriculture, and climate change. Chapter 4.16 acknowledges that the “affected environment” should document cumulative impacts to date, yet this documentation is absent. Chapter 7 reveals that cumulative impact analysis has been assigned to 5 generalists with no specialized expertise.

Regulatory Requirement: Cumulative impacts defined as “past, present, and reasonably foreseeable future actions.”

9. MISSING CRITICAL SURVEYS AND ANALYSIS

Chapters Affected: 2, 4, 7, Appendices E, F

Surveys Required by MDNR (Appendix E) But NOT Conducted: These include mussel surveys for Alternatives C and D, botanical surveys for state-listed plants, habitat surveys for endangered species, breeding bird surveys, and recent cultural resource surveys (the EIS relies on 2010 data instead).

Analysis Gaps: Chapter 4.2 shows Alternative C has NO slope stability analysis despite the 220-acre underwater mine. Chapter 4.3 shows Alternative C has NO hydraulic analysis. Chapters 3 and 4 show Alternative D has NO reserve verification drilling. Chapter 6 shows NO soil gas sampling for contamination despite PFAS concerns.

Regulatory Violation: Cannot complete Final EIS without required survey data.

10. REGULATORY NON-COMPLIANCE REPEATED

Throughout Multiple Chapters:

CEQ NEPA Violations: Chapter 5.23 does not identify the “environmentally preferable alternative” as required. Chapter 6.29 violates the specificity requirement by deferring mitigation “to be determined during permitting.” Chapter 4.1 violates “accurate scientific analysis” by evaluating alternatives without adequate data. Chapters 3 and 4 violate the “reasonable range” requirement by not analyzing alternatives to comparable depth.

Minnesota MEPA Violations: Chapter 1.2 has a purpose and need statement written too narrowly to favor the proponent’s alternative. Chapter 3 did not allow the public to comment on alternatives screening before finalization. Chapter 2 engaged in scoping “to reduce scope” rather than conducting proper environmental review. Chapters 5 and 7 lack a “public benefit” assessment weighing benefits against massive environmental costs.

CHAPTER-BY-CHAPTER SUMMARY

Chapter 1 (Introduction)

Critical Issues: The purpose and need statement is based on a 24-year-old market analysis (2000 data predicting 2029 crisis) with no current market analysis provided. The permit list is incomplete without feasibility analysis. Baseline contamination and cumulative impact documentation are missing, and there is a tribal consultation gap from 2010-2022.

Major Gaps: Current demand data, baseline environmental conditions, tribal consultation outcomes

Chapter 2 (EIS Development)

Critical Issues: Tribal consultation was abandoned for 12 years from 2008-2022. Scoping decisions assign most issues “B/C” treatment using only existing information. The TAC contains the proponent’s contractors posing as “advisors.” A public meeting was held

early in the comment period (day 13 of 30), and 95 public comments were received but not summarized in the chapter. No TAC meeting minutes are available to the public.

Major Gaps: Agency concerns documentation, public comment themes, alternatives screening transparency

Chapter 3 (Alternatives)

Critical Issues: Only 5 alternatives are presented (4 variations of the same basic project), with no analysis of alternative aggregate sources, recycled materials, or different locations. Alternative C is not a genuine alternative (same landowner, same method), and Alternative D is evaluated without drilling data to verify reserves exist. There is no economic comparison of alternatives, no technical specifications for barrier berms or the transfer channel, and the reclamation plan requires unknown off-site material.

Major Gaps: Economic feasibility analysis, reclamation financial assurance, construction risk assessment

Chapter 4 (Impacts)

Critical Issues: Alternative C has NO wetland delineation, NO geotechnical analysis, and NO hydraulic analysis. Alternative D has NO drilling data despite proposing a 600-acre mine. Mussel mortality would be catastrophic at 1.6 million individuals including 171,479 protected. Wetland destruction would total 216.7 acres of high-quality wetlands, and the project would consume 93% of available state mitigation credits. Flood elevation exceeds the “No Rise” limit by 5x (0.02 ft vs. 0.004 ft permitted). Erosion is underestimated at 4.5 ft in the main channel and 4.1 ft downstream. PFAS contamination concerns are acknowledged but not fully analyzed, and there is NO cumulative baseline documenting 70 years of past mining.

Major Gaps: Complete data for Alternatives C and D, adequate mitigation planning, cumulative baseline, climate vulnerability assessment

Chapter 5 (Summary Comparison)

Critical Issues: There is no quantitative comparison matrix with weighted impacts, and the environmentally preferable alternative is not identified, as required by regulation. Catastrophic impacts are minimized in language (“potential,” “anticipated”) with no ranking or scoring system. Benefits are not quantified, and there are no cumulative impact summaries or risk assessment summaries. Missing information includes costs, financial assurance, permitting feasibility, and monitoring requirements.

Major Gaps: Decision-support framework, environmentally preferable alternative identification, quantitative comparison

Chapter 6 (Mitigation)

Critical Issues: The EIS attempts to mitigate unmitigable impacts (1.6M mussel mortality, permanent habitat loss), with all critical mitigation deferred to “to be determined during permitting.” There are NO cost estimates for any mitigation measure and NO financial assurance mechanisms. Mussel relocation at a 1.6M scale has never been successfully demonstrated. Off-site backfill material has unknown volume from unspecified sources. Wetland mitigation sites are unidentified and landowners may refuse. Emergency measures for slope failure are undefined, and there are NO comprehensive monitoring plans with enforcement.

Major Gaps: Specific mitigation details, cost estimates, financial assurance, enforcement mechanisms, feasibility demonstrations

Chapter 7 (Preparers)

Critical Issues: There is a fundamental conflict of interest with Barr working “for applicant” (Amrize), with no specialized expertise for unprecedented challenges. The 1.6M mussel mortality assessment was assigned to a general malacologist with 11 years experience subcontracted from another firm. No underwater mining specialist was assigned for 100-foot underwater slopes. No wetland restoration specialist was assigned for 433-acre wetland creation. Cumulative impacts were assigned to 5 generalists with no specialist. Junior staff with 2 years of experience was assigned to groundwater appropriation for complex Alternative D. There was no independent peer review and no conflict disclosure.

Major Gaps: Expertise for project scale, independent review, conflict disclosure, quality assurance

Chapter 8 (References)

Critical Issues: The EIS contains extensive self-citation with Barr citing its own 2010 EIS, and 14-35 year old data is presented as current conditions. Missing citations exist for critical claims including mussel relocation at a 1.6M scale, wetland creation of 433+ acres, and underwater slope stability engineering. Unpublished data, private emails, and draft documents are cited along with internet URLs that may break. Newspaper articles and industry propaganda are cited as science.

Major Gaps: Current data sources, scientific basis for mitigation claims, accessibility of cited materials

Appendices A-F

Critical Issues:

Appendix A (Alternatives Screening): - 24-year-old market analysis (2000 predicting 2029 crisis) - Eliminates alternatives without demonstrating infeasibility - Conservative 20-mile radius artificially favors river-based alternative

Appendix B (Species Lists): - Marked “NOT FOR CONSULTATION” but used in EIS - Automated tool, not site-specific surveys

Appendix C (Visual Simulations): - Only from public access points, not actual residences - Leaf-off conditions only (not summer views) - No nighttime visual analysis despite 24-hour operation - Doesn’t show progression over 20-25 years

Appendix D (Air Emissions): - 16-year-old emission factors (2008 EPA) - Only transportation emissions, not operational - Missing barge emissions details

Appendix E (MDNR Reviews): - Multiple permits required but feasibility unknown - Surveys required but NOT conducted for Final EIS - 1.6 million mussel mortality explicitly acknowledged - Avoidance seasons conflict with operational needs

Appendix F (Public Comments): - Responses dismiss core concerns or refer to other sections - Tribal concerns treated only as legal compliance - Property value impacts “beyond RGU’s authority” - PFAS warnings from MPCA not adequately addressed

Major Gaps: Required surveys, permit feasibility assessment, public concern resolution, mitigation site identification

OVERALL ASSESSMENT

Fatal Deficiencies That Must Be Addressed:

1. **Complete Data for All Alternatives:** Cannot approve without wetland delineation for C, drilling data for D
2. **Specify All Mitigation:** Cannot approve with “TBD during permitting” - must have specifics in EIS
3. **Financial Feasibility:** Must provide cost estimates and financial assurance
4. **Identify Environmentally Preferable Alternative:** Required by CEQ regulations
5. **Independent Analysis:** Cannot approve with inherent conflict of interest - needs independent review

6. **Required Surveys:** Final EIS incomplete without MDNR-required surveys
7. **Cumulative Baseline:** Must document 70 years of past impacts
8. **Tribal Consultation:** Must complete ongoing meaningful consultation

Recommended Action:

The Final EIS is inadequate and incomplete. It should be returned with request for substantial additional information (RAI) requiring completion of all required surveys, independent peer review addressing expertise gaps, specific mitigation plans with cost estimates, financial assurance mechanisms, complete data for all alternatives to comparable depth, cumulative baseline documentation, updated data sources (not 14-35 years old), resolution of the 93% wetland credit consumption problem, demonstration that 1.6M mussel relocation is feasible, and compliance with all NEPA/MEPA/CEQ requirements.

Critical Analysis: Chapter 1 - Introduction

Executive Summary

Chapter 1 provides the introduction, background, and regulatory framework for the Nelson Mine Backwater Project. While the chapter establishes basic context, it contains significant weaknesses in purpose and need statements, baseline data presentation, and public involvement documentation.

1. Purpose and Need Statement - CRITICAL WEAKNESSES

Issue 1.1: Vague and Unsubstantiated Demand Claims

Location: Section 1.2.2 (Pages 1-6 to 1-7)

Problem: The EIS relies heavily on a 2000 Aggregate Resources Inventory (references 1995-2000 data) to justify “depletion by 2029” without addressing: - Current trends in aggregate demand (nearly a quarter-century later) - Changes in construction practices - Alternative aggregate sources that have emerged - Recycled materials markets

Critical Gap: No current market analysis is provided. The 70% “covered by development” statistic is from year 2000 and may no longer be relevant given infrastructure changes.

Recommendation: Request updated market analysis using current data.

Issue 1.2: Inadequate Alternatives Analysis Foundation

Location: Section 1.2.2 (Page 1-7)

Problem: The need statement focuses on supporting “three ready-mix concrete plants” as if these are the sole beneficiaries, creating a narrow justification that may not meet MEPA’s broader “public benefit” test.

Critical Gap: No quantitative analysis of: - Economic benefits to the region - Comparison with alternative aggregate sources - Cost-benefit analysis of truck vs. barge transport

2. Regulatory Framework - INSUFFICIENT DETAIL

Issue 2.1: Incomplete Permit List

Location: Table 1-1 (Pages 1-9 to 1-10)

Problem: The table lists permits as “to be completed” without: - Specific deadlines or timelines - Potential conflicts between permit requirements - Agency coordination protocols - Resource requirements for permit acquisition

Critical Gap: No analysis of potential permit denials or conditions that could fundamentally change the project.

Issue 2.2: Missing NEPA Coordination

Location: Section 1.4.1

Problem: While this is a state MEPA EIS, the document acknowledges federal permits (Section 408, 404, etc.) are required, yet no mention is made of whether a federal NEPA EIS would also be triggered.

Critical Gap: No discussion of potential NEPA review requirements under federal jurisdiction.

3. Baseline Conditions - INADEQUATE

Issue 3.1: Limited Site History

Location: Section 1.1 (Pages 1-1 to 1-6)

Problem: Historical operations since 1950s are mentioned but: - No historical environmental impacts documented - No baseline contamination studies cited - No past compliance issues mentioned - No cumulative impact from 70+ years of operation

Critical Gap: Without a complete baseline, it's impossible to assess whether impacts are new or cumulative.

Issue 3.2: Incomplete Site Description

Location: Section 1.1

Problem: The 395-acre project area is described but: - No detailed maps in Chapter 1 - No ecological baseline inventories - No hydrological baseline data - Habitat types not identified

Critical Gap: Makes it impossible to assess pre-project conditions.

4. Public Involvement - INSUFFICIENT DISCLOSURE

Issue 4.1: Tribal Consultation Timeline Shows Gaps

Location: Section 1.4.2.1 and references to Chapter 2

Problem: Tribal consultation efforts in 2008-2010 are described but: - No updated consultation since 2022 described in Chapter 1 - Most recent described action is May 5, 2025 (date appears to be a future date?) - No summary of tribal concerns

Critical Gap: Appears tribal consultation has been largely abandoned for a decade between 2010 and 2022.

Issue 4.2: No Public Scoping Summary

Location: Chapter 1

Problem: While Chapter 2 discusses scoping, Chapter 1 references it without providing: - Number of public comments received - Summary of major concerns - Public input on alternatives - Agency concerns summary

Critical Gap: Chapter 1 doesn't explain how public input shaped the EIS structure.

5. Project Description - LACKING ESSENTIAL DETAILS

Issue 5.1: Vague Transportation Description

Location: Section 1.1 (Pages 1-8 to 1-9)

Problem: Describes 600,000-750,000 tons transported by barge but: - No air quality impact analysis for barge emissions - No consideration of alternative energy sources - No assessment of barge fleet emissions - Formula "one barge = 45 trucks" provides no source documentation

Critical Gap: Transportation benefits are claimed without environmental impact quantification.

Issue 5.2: Uncertain Operation Timeline

Location: Section 1.1

Problem: States operations will "exhaust current reserves in approximately five years" based on: - "Current rate of mining" - "Market trends" - "Geologic variations"

But provides no data to support these variables.

Critical Gap: The five-year timeline appears speculative without supporting data.

6. Environmental Review Scope - INSUFFICIENT

Issue 6.1: No Climate Change Assessment in Chapter 1

Location: Chapter 1

Problem: While Chapter 4 mentions greenhouse gases, Chapter 1 makes no mention of: - Climate adaptation requirements - Resilience planning - Federal climate policy compliance - Sea level rise impacts (even if minor)

Critical Gap: No integration of climate considerations into purpose and need.

Issue 6.2: Cumulative Impact Mentioning Only

Location: Chapter 1

Problem: Cumulative impacts are mentioned as a topic but Chapter 1 provides no discussion of: - Past operations' cumulative effects (70 years) - Regional development patterns - Other mining in the corridor - Infrastructure development

Critical Gap: Chapter 1 provides no context for cumulative analysis.

7. References and Documentation Issues

Issue 7.1: Outdated References

Problem: Many key references are 15-25 years old: - Aggregate Resources Inventory (2000) - Multiple 1990s references - No updated market studies - Many citations lack date ranges

Critical Gap: Reliance on outdated data for critical decisions.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

9. **Purpose and Need:** Provide current market analysis (not 2000 data) to justify project need

10. **Baseline Data:** Provide complete environmental baseline for all impacted resources
11. **Tribal Consultation:** Document complete tribal consultation process with responses
12. **Cumulative Impacts:** Acknowledge and document 70 years of historical operations
13. **Permit Feasibility:** Analyze potential permit denials and their impacts
14. **Public Input:** Summarize public concerns and how they were addressed

Gaps Requiring Response:

- Market demand analysis is 24 years old
 - No quantification of claimed transportation benefits
 - Incomplete tribal consultation documentation
 - Missing baseline environmental data
 - No climate impact integration in introduction
 - References to future dates (May 2025) suggest document is dated incorrectly
-

Critical Analysis: Chapter 2 - EIS Development

Executive Summary

Chapter 2 describes the scoping process and public involvement for the Nelson Mine Backwater Project. While it documents procedural steps, it reveals significant deficiencies in tribal consultation, public engagement, agency coordination, and documentation of concerns raised during scoping. The chapter demonstrates a pattern of dismissing public concerns and inadequate follow-up on critical issues.

1. Scoping Process - CRITICAL METHODOLOGICAL FLAWS

Issue 2.1: Inadequate Scoping Criteria Application

Location: Sections 2.1.2 (Pages 2-1 to 2-3)

Problem: The City evaluated SEAW topics using four criteria (A-D), classifying most issues as: - **“B” (minor)** - Topics discussed briefly using existing SEAW information - **“C” (significant but adequate)** - Using only SEAW information

Critical Weakness: This represents “scoping to reduce scope” rather than proper environmental review. Issues identified as significant were treated as if existing information was sufficient without independent verification or additional study.

Specific Examples: - Historic Properties: Classified as “C” - significant but SEAW information adequate - Visual: Classified as “C” - significant but SEAW information adequate
- Noise: Classified as “C” - significant but SEAW information adequate

Impact: This approach allowed the proponent to minimize analysis of important resources without justification.

Issue 2.2: Arbitrary Assignment of Significance Levels

Location: Table 2-1 (Pages 2-2 to 2-3)

Problem: No rationale is provided for why certain topics received “D” treatment (requiring new information) while others received “C” or “B” treatment. The criteria appears to be: - Topics the proponent doesn’t want deeply analyzed: B or C - Topics unavoidable or politically sensitive: D

Critical Gap: No peer review or independent expert panel to validate these categorizations. The City acting as RGU appears to have simply accepted the proponent’s categorization.

2. Native American Tribal Consultation - SEVERE DEFICIENCIES

Issue 2.3: Decade-Long Gap in Tribal Consultation

Location: Sections 2.2.1 and Preface (Pages 2-4 to 2-6)

Problem: The chapter documents extensive tribal outreach from 2008-2010 for a 2010 DEIS that was never finalized. However: - **NO CONSULTATION** is documented from 2010 to 2022 (12-year gap) - A single outreach letter sent March 10, 2022, only to Prairie Island Indian Community - No responses from tribes documented for the 2022 process

Critical Failure: Federal Section 106 consultation requires ongoing meaningful consultation, not a single outreach letter after a 12-year hiatus.

Issue 2.4: Tribal Responses from 2008-2010 Ignored

Location: Section 2.2.1 (Pages 2-4 to 2-6)

Problem: The 2008-2010 process showed: - 10 tribes “wished to enter into consultation” - Tribes provided comments and expressed concerns - One tribe even proposed to “conduct an ethnohistory of the area” - No outcomes or responses to tribal concerns are documented

Critical Gap: The chapter describes outreach but provides no documentation of: - What tribal concerns were raised in 2008-2010 - How those concerns were addressed (if at all) - Whether tribes were notified of the project restart in 2022 - Current tribal positions on the project

Issue 2.5: Recently Mentioned Tribal Coordination Lacks Detail

Location: Section 2.2.1 (Pages 2-6)

Problem: States “Amrize has initiated coordination meetings with interested Tribal representatives through the Minnesota Indian Affairs Council” and mentions a “mailing distributed May 5, 2025” (future date).

Multiple Critical Issues: 1. Dates reference 2025 (future year) suggesting document is incorrectly dated 2. No outcomes of these “coordination meetings” are documented 3. No list of which tribes were contacted 4. No summary of tribal responses or concerns 5. Meetings described as “initiated” suggests they were informal and incomplete

Impact: This fails to meet the standard of government-to-government consultation and suggests proponent-solicited outreach rather than formal agency consultation.

3. Technical Advisory Committee (TAC) - COORDINATION ISSUES

Issue 2.6: TAC Structure Favors Proponent

Location: Section 2.2.2.1, Table 2-2 (Pages 2-6 to 2-7)

Problem: The TAC composition includes: - Proponent representatives (Amrize, Barr Engineering) - Consultant representatives (Stantec, EnviroScience, Midwest Natural Resources) - Agency representatives

Critical Imbalance: The proponent's consultants serving on the "Technical Advisory Committee" creates a conflict of interest where the "advisors" are actually project contractors paid by the proponent.

Structural Flaw: A true "Technical Advisory Committee" should consist of independent experts, not project contractors.

Issue 2.7: No Documentation of TAC Disagreements

Location: Section 2.2.2.1 (Pages 2-8)

Problem: The chapter describes 15 TAC meetings between February 2022 and February 2024, but provides: - **No minutes** from meetings - **No documentation** of disagreements or dissenting views - **No record** of agency concerns or objections - **No public access** to TAC discussions

Critical Gap: Without access to meeting records, the public cannot assess whether agency concerns were properly addressed or dismissed.

Issue 2.8: Agencies with Oversight Not Invited

Location: Table 2-2

Problem: Notable absences from the TAC: - **Minnesota Indian Affairs Council** - Listed as regulatory authority in permits but not on TAC - **Tribal Representatives** - No tribal presence despite cultural resource concerns - **Environmental advocacy organizations** - Only "Friends of the Mississippi River" invited, but as a non-profit without regulatory authority

Impact: Agencies with oversight responsibilities appear to have been excluded from technical discussions.

4. Public Involvement Process - INSUFFICIENT

Issue 2.9: Limited Public Review Period

Location: Section 2.2.3 (Pages 2-8)

Problem: - SEAW and Draft SDD published March 15, 2022 - Comment period: March 15 - April 15, 2022 (30 days) - Public meeting held March 28, 2022 - Final SDD adopted May 4, 2022

Critical Issues: 1. **30-day comment period** is the legal minimum, not adequate for complex project 2. **Public meeting held early** in comment period (day 13), giving public little time to prepare 3. **DEIS comment period** December 10, 2024 - January 17, 2025 included holidays (Christmas/New Years) - similarly inadequate 4. No public access to TAC discussions mentioned

Issue 2.10: Public Meeting Attendance Not Representative

Location: Section 2.2.3 (Page 2-8)

Problem: DEIS public meeting December 19, 2024: - Only **55 attendees registered** - Held in Cottage Grove (project-proximate location) - Format was “open house” not formal hearing - No recorded sessions or transcripts

Critical Gaps: 1. No indication if affected downstream communities were notified 2. 55 attendees is miniscule for 395-acre industrial project affecting Mississippi River 3. Open house format limits opportunity for formal public statements 4. No documentation of questions or concerns raised at meeting

Issue 2.11: Insufficient Scoping Documentation

Location: Section 2.1.1 (Page 2-1)

Problem: States “Scoping EAW and Final Scoping Decision Document” exist but: - **Not reproduced in EIS** - only referenced - **Public cannot verify** what issues were raised and dismissed - **No accountability** for decisions made - **Accessibility barrier** - public must request separate documents

Impact: The scoping decisions that shaped the entire EIS are not transparent or reviewable within the document.

5. Issues Addressed in Scoping - INADEQUATE TREATMENT

Issue 2.12: Cumulative Effects Downplayed

Location: Section 2.1.2.1 (Page 2-2)

Problem: Cumulative effects listed as “potentially significant” (D-level treatment) but the 30+ years this area has been subject to multiple projects and land use changes is not: - Documented as part of affected environment - Analyzed for cumulative stress on ecosystem - Considered in impact criteria

Critical Gap: Past mining, dredging, development, and pollution in this corridor are barely mentioned in baseline conditions.

Issue 2.13: Climate Change Treated as Non-Significant

Location: Section 2.1.2.1

Problem: Climate adaptation and resilience discussed as an “other potential environmental effect” but: - Not given D-level treatment requiring new analysis - Greenhouse gas emissions mentioned but not climate vulnerability - No consideration of climate impacts on river hydrology - No adaptation planning despite 20-25 year project timeline

Impact: Project planned in 2024-2025 but will operate through ~2040-2050, during period of significant climate change.

Issue 2.14: Water Quality Issues Minimized

Location: Table 2-1 - “Water Resources” (D-level)

Problem: While water resources received “D” treatment, the issues identified are focused on: - Wetland delineation - Channel head-cutting - Modeling updates

But NOT on: - Existing contamination (PFAS mentioned but not analyzed) - Water quality degradation from mining - Comparative analysis with other water uses - Drinking water impacts

Critical Gap: The area has documented PFAS contamination, but source assessment is deferred to another section without proper baseline.

6. Documentation Gaps

Issue 2.15: Scoping Comments Not Summarized

Location: Throughout Chapter 2

Problem: While Section 2.2.3 mentions “95 parties submitted comments during DEIS review,” Chapter 2 provides: - **No summary of specific concerns raised** - **No categorization of comments** - **No indication of major themes** - Comments relegated to Appendix F without integration

Impact: Public cannot understand what issues were raised in scoping versus DEIS comment period.

Issue 2.16: Agency Comments Not Documented

Location: Section 2.2.2

Problem: 15 TAC meetings occurred but no agency comments are: - Summarized in Chapter 2 - Incorporated into issues list - Documented as requiring response

Critical Gap: Agencies may have raised concerns that were not adequately addressed, but public cannot know this.

7. Alternatives Screening Process - INADEQUATE

Issue 2.17: No Public Review of Alternatives Before EIS

Location: References to Appendix A

Problem: - Alternatives screening report is in Appendix A, not part of scoping documents public reviewed - Public did not have opportunity to comment on alternatives screening - No independent review of why alternatives were eliminated - Screening criteria not subjected to public scrutiny

Impact: Public was presented with a “done deal” on alternatives rather than being involved in the screening process.

Issue 2.18: No-Build Alternative Minimized

Location: Section 2.1.2.1

Problem: No-Action Alternative (Alternative A) is described as: - Fails to meet “purpose and need” - Only serves as “baseline” - Assumes most negative scenario (20,000-30,000 truck trips) - No positive environmental effects documented

Critical Bias: The No-Action alternative is framed purely in terms of transportation disbenefits, ignoring environmental benefits of not proceeding.

8. Timeline and Coordination Issues

Issue 2.19: Extended Review Period with Limited Transparency

Location: Section 2.2.2.1 (Pages 2-7 to 2-8)

Problem: EIS development timeline: - February 2022 - Kickoff - February 2024 - Wrap-up meetings - **25-month** Month Timeline** for a “Final EIS”

Critical Questions: 1. Were there extensions due to inadequate data? 2. Why did it take so long? 3. What issues delayed completion? 4. Were agencies requesting additional analysis?

Impact: Without explanation of delays, public cannot assess if rushed or if concerns were adequately addressed.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

15. **Tribal Consultation:** Complete documentation of all tribal consultation from 2008-present, including all tribal concerns and responses
16. **Public Involvement:** Provide public access to TAC meeting minutes, scoping comments summary, and agency concerns
17. **Scoping Decisions:** Justify why significant issues received minimal analysis (B/C treatment) with independent peer review
18. **Alternatives Screening:** Make process transparent and subject to public review before finalizing alternatives list
19. **TAC Composition:** Restructure to exclude proponent contractors from “advisory” role
20. **Cumulative Effects:** Document all past impacts on corridor before assessing “cumulative” effects
21. **Document Dating:** Clarify date inconsistencies (references to 2025 in 2024 document)

Procedural Deficiencies:

- No government-to-government tribal consultation documented
- TAC conflict of interest (contractors serving as “advisors”)
- Inadequate public review periods (holiday periods, 30-day minimums)
- Public meeting format limits formal input (open house vs. hearing)
- No minutes or transcripts of TAC meetings available to public
- Significant issues dismissed without justification
- Alternatives screening not subject to public review

Gaps Requiring Response:

- What tribal concerns were raised 2008-2010 and how addressed?
 - What agency concerns raised in 15 TAC meetings?
 - Why did 95 comments received during DEIS review get no summary in Chapter 2?
 - What issues delayed EIS completion from 2022 to 2024?
 - Why were tribal representatives excluded from TAC despite cultural resource concerns?
-

Critical Analysis: Chapter 3 - Proposed Action and Alternatives

Executive Summary

Chapter 3 presents the project alternatives, but exhibits severe deficiencies in alternatives development, analysis depth, and comparison methodology. The alternatives appear designed to favor the proposed action (Alternative B) rather than provide a genuine range of reasonable options. Critical gaps exist in economic analysis, socio-environmental impacts, and elimination rationale for reasonable alternatives.

1. Alternatives Range - INSUFFICIENT DEVELOPMENT

Issue 3.1: Narrow Range of Alternatives Presented

Location: Sections 3.1.1 to 3.1.5 (Pages 3-1 to 3-18)

Problem: Only five alternatives are presented despite MEPA requiring consideration of “reasonable range”: - **Alternative A:** No Action (framed negatively) - **Alternative B:** Proposed Action (proponent’s preferred alternative) - **Alternative C:** Baldwin Lake (same proponent-controlled site) - **Alternative D:** Coates Site (dismissed as impracticable due to land acquisition) - **Alternative E:** Reduced Scale (just Alternative B with less acreage)

Critical Deficiency: - No consideration of alternative aggregate sources - No analysis of recycled materials - No evaluation of alternative transportation modes - No assessment of different locations (Alternative D is only upland considered) - No analysis of phased or incremental approaches

Regulatory Failure: MEPA at Minn. Rules 4410.2300 requires analysis of “reasonable range” - four variations of the same basic project does not constitute a range.

Issue 3.2: Alternatives C and E Are Not Genuine Alternatives

Location: Sections 3.1.3 and 3.1.5

Problem: - **Alternative C (Baldwin Lake):** Same landowner (Amrize lease), same methodology, same impacts - **Alternative E (Reduced Scale):** Just Alternative B with 40 acres removed

Critical Weakness: Neither represents a “fundamentally different approach” as required by CEQ NEPA guidance and MEPA expectations. They are merely sizing/location variations.

Impact: The EIS fails to consider truly different technological, methodological, or geographic approaches to meeting the stated need.

2. No Action Alternative - BIASTED PRESENTATION

Issue 3.3: No Action Alternative Paints Worst Case Scenario

Location: Section 3.1.1 (Pages 3-1 to 3-2)

Problem: The No Action alternative is described as: - “Three ready-mix concrete plants would lose their sole source of aggregate” - “Twin Cities market may become underserved” - “Aggregate sourced from 25-50 miles away” - “20,000-30,000 round-trip truck trips annually”

Critical Bias: The description assumes ONLY these three plants matter, and ONLY Amrize could supply them. No consideration of: - Other aggregate suppliers already operating - Alternative supply chains - Market demand elasticity - Environmental benefits of not proceeding

Missing Analysis: - Current aggregate market structure in Twin Cities - Existing supplier capacity - Price sensitivity analysis - Environmental disbenefits of No Action (there are none in No Action that aren’t worse in action)

Issue 3.4: No Action “Baseline” Mischaracterized

Location: Section 3.1.1

Problem: States “Alternative A would require aggregate to be trucked from 25 to 50 miles away” - but this assumes project doesn’t proceed, which is incorrect. In true No Action: - Current operation continues for ~5 more years (per Chapter 1) - THEN current reserves exhausted and plant closes - Market then responds with whatever suppliers exist

Critical Error: The No Action alternative analyzes a future scenario (after Amrize closes) rather than the baseline of continuing current operations and allowing natural market response.

3. Proposed Action (Alternative B) - INSUFFICIENT DETAIL

Issue 3.5: Barrier Berm Construction Plan is Vague

Location: Sections 3.1.2, 3.1.2.1 (Pages 3-2 to 3-10)

Problem: Describes “barrier berms constructed between first and third USACE-created islands” but provides: - No engineering specifications - No construction methodology - No material sources - No stability analysis completed at EIS stage - No erosion control details

Critical Gap: Major structural features are described without technical specifications, making impact assessment impossible.

Specific Missing Information: - Berm height, width, slope angles - Foundation requirements - Expected lifespan - Maintenance requirements - Failure consequences

Issue 3.6: Temporary Transfer Channel Risks Understated

Location: Section 3.1.2 (Pages 3-4 to 3-6)

Problem: The 240-foot by 425-foot temporary channel excavation is described but: - No slope stability analysis during excavation - No dewatering plan - No impact on adjacent wetlands during construction - “Up to three months” timeline but no contingency plan if delayed - No plan for if dredge unit gets stuck

Critical Risk: A 10-million-pound dredge unit stuck in a partially excavated channel would be an environmental disaster.

Missing Analysis: - Failure mode and effects analysis - Emergency response procedures - Backup plans if channel construction fails - Protection for adjacent infrastructure during construction

Issue 3.7: Reclamation Plans Are Unrealistic

Location: Section 3.1.2.3 (Pages 3-10 to 3-11)

Problem: Reclamation described as: - “Use excess sand to backfill underwater excavation areas” - “Create approximately 100-foot deep waterbody” in center - “Off-site material needed to backfill to bring to existing bathymetry”

Multiple Critical Issues:

22. **Insufficient Material:** Plans acknowledge “off-site material needed” but no:
 - Volume calculations
 - Source identification
 - Cost estimates
 - Feasibility assessment
 - Timeline for acquiring material
23. **100-Foot Deep Waterbody:** Creates a permanent dangerous water feature with no identified use or remediation plan.

24. **No Completion Guarantees:** Reclamation “anticipated to occur five to ten years after beginning mine phase” but no:
- Financial assurance mechanisms
 - Performance bonds
 - Enforcement provisions
25. **Off-Site Material Unspecified:** Statement “USACE-dredged materials in the future” is speculative and requires separate permitting.

Regulatory Gap: Minnesota mining regulations typically require reclamation bonds, but this EIS provides no assurance mechanism.

Issue 3.8: Conveyor Network Details Missing

Location: Section 3.1.2 (Pages 3-7 to 3-8)

Problem: Describes “floating conveyor system” and “upland conveyor corridor” but provides: - No power requirements - No visual impact analysis - No noise modeling - No failure scenarios - No interference with flood flows

Critical Gap: “Approximately 100-foot wide corridor” will permanently alter shoreline without technical specifications provided.

4. Alternative C (Baldwin Lake) - DUPLICATE ANALYSIS

Issue 3.9: Alternative C is Not a Meaningful Alternative

Location: Section 3.1.3 (Pages 3-10 to 3-12)

Problem: Alternative C: - Same landowner (Amrize lease) - Same methodology (floating dredge) - Same processing facility - Slightly larger footprint (231.9 acres vs. 265.4 acres) - Longer transfer channel (765 feet vs. 425 feet)

Critical Deficiency: This is not a fundamentally different approach, just a location shift by 1.25 miles. No: - Different land acquisition requirements - Different environmental impacts - Different cost structure - Different community effects

Purpose of Alternative: Appears to exist solely to say “we considered multiple locations” without actually providing meaningful choice.

Issue 3.10: No Barrier Berms in Alternative C - Why?

Location: Section 3.1.3

Problem: Alternative C explicitly states “No barrier berms, no modifications to surface topography” but provides no analysis of why this is feasible for C but required for B.

Critical Question: If B needs barrier berms, why doesn’t C? What’s different about the sites that allows C to avoid this major structural feature?

Missing Analysis: - Comparative hydrology of two sites - Sediment transport differences - Flood elevation differences - Why two sites so similar require such different infrastructure

5. Alternative D (Coates Site) - DISMISSED WITHOUT ANALYSIS

Issue 3.11: Alternative D Eliminated on Vague Grounds

Location: Section 3.1.4 (Pages 3-12 to 3-16)

Problem: Alternative D is described as extremely problematic but provides NO quantification of: - Land acquisition costs (only “146 different landowners, 205 parcels”) - Purchase feasibility (only “32% encumbered by agricultural reserve program”) - Socioeconomic impacts of displacing up to 40 residences - Agricultural production loss - Traffic impacts on County Road 46 - No drilling “to confirm presence of mineable natural aggregate reserves”

Critical Gap: The alternative is dismissed as impracticable based on land acquisition complexity, but no: - Cost-benefit analysis - Eminent domain feasibility - Market rate land values - Relocation costs for residents - Agricultural productivity values

Regulatory Failure: MEPA requires analysis of reasonable alternatives - if land acquisition makes D unreasonable, then D should not be included OR the analysis should show it meets all other criteria.

Issue 3.12: Alternative D Environmental Analysis Inadequate

Location: Section 3.1.4

Problem: States “no drilling to confirm presence” but then estimates: - “Approximately 600-acre mined area” to supply needed aggregate - Assumes “reserves of similar quality” without verification - Proposes “approximately 720 acres of disturbance” based on unconfirmed reserves

Critical Error: Projecting major impacts from unverified reserves violates fundamental EIS requirements for data quality.

Issue 3.13: Alternative D Trucking Impacts Downplayed

Location: Section 3.1.4 (Page 3-14)

Problem: Estimates “approximately 27,000 new truck trips per year” on County Road 46 (which crosses at least two school zones, residential areas, and connects to Highway 52).

No Analysis Provided for: - Traffic safety impacts - Road wear and infrastructure costs - Noise impacts on residents - Air quality impacts - Pedestrian and bicycle safety - School bus route conflicts

Missing Comparison: This much truck traffic would likely require substantial road improvements, but costs are not included in project economics.

Issue 3.14: Pipeline Conflicts Underexplored

Location: Section 3.1.4

Problem: Mentions “Several pipelines bisect the Alternative D Project area” but provides no: - Pipeline mapping - Right-of-way constraints
- Safety clearance requirements - Conflict resolution analysis - Relocation costs

Critical Risk: Pipelines crossing a 600-acre mine area creates safety conflicts not addressed.

6. Alternative E (Reduced Scale) - INCONSISTENT

Issue 3.15: Alternative E Transfer Channel Issues

Location: Section 3.1.5 (Pages 3-16 to 3-19)

Problem: Requires transfer channel extending “approximately 1,885 feet across the Phase 1 mining area” to reach the reduced mining area.

Critical Issues: 1. Channel must go THROUGH Phase 1 to reach E’s mining area 2. Phase 1 is planned to be mined for 3 years under Alternative B 3. This channel would create permanent disturbance BEFORE Phase 1 mining could even begin 4. “10.5 acres of temporary impact” would actually be permanent under E

Logical Inconsistency: Alternative E’s design suggests it was conceived after Alternative B without proper integration, creating a spatially impossible scenario.

Issue 3.16: Alternative E Winter Slip Contradiction

Location: Section 3.1.5 (Page 3-17)

Problem: States: - **Alternative B:** “winter slip and laydown area would be located in existing Nelson Sand & Gravel facility in areas presently disturbed” - **Alternative E:** “winter slip and laydown area would require new disturbance for installation”

Critical Question: If Alternative E needs new disturbance for winter slip, but E is “reduced scale,” why can’t it use the same winter slip location as B?

Implication: Alternative E appears designed to maximize impacts rather than minimize them.

7. General Alternatives Analysis Problems

Issue 3.17: No Economic Comparison of Alternatives

Location: Entire Chapter 3

Problem: Chapter provides NO economic comparison across alternatives: - No capital cost estimates - No operation cost differentials
- No NPV analysis - No cost per ton delivered - No transportation cost comparison - No reclamation cost estimates

Missing Essential Information: - Why is Alternative B most cost-effective? - What is the cost premium for Alternative E (reduced impact)? - How do transportation costs compare between D (truck) vs. B/C/E (barge)?

Regulatory Gap: CEQ guidance requires EIS to analyze economic costs and benefits of alternatives.

Issue 3.18: No Alternatives Screening Rationale

Location: Reference to Appendix A throughout Chapter 3

Problem: Chapter 3 references Appendix A for “alternatives that were considered but eliminated,” but: - Appendix A not in public review during scoping - No screening criteria published - Public had no opportunity to comment on elimination of alternatives - No explanation of why alternatives were eliminated

Critical Gap: The proponent appears to have pre-selected alternatives before public input.

Issue 3.19: Purpose and Need Drives Selection

Location: Throughout Chapter 3, references to Section 1.2

Problem: The alternatives are evaluated against a “purpose and need” that emphasizes: - Continuing Amrize operations - Using existing facility - Supporting same three customers - Maintaining barge transport

Critical Circular Logic: The purpose and need was written to favor Alternative B, then alternatives are evaluated against that purpose, ensuring B wins.

Regulatory Requirement: CEQ guidance requires purpose and need to be broad enough to allow consideration of reasonable alternatives. The narrow purpose and need violate this requirement.

Issue 3.20: Phasing Assumptions Unsubstantiated

Location: Section 3.1.2.2 (Pages 3-8 to 3-10)

Problem: Proposes four phases over 20 years with specific acreage and duration (e.g., “35-acre area lasting up to three years”) but provides no: - Reserve confirmation data per phase - Market demand projections over 20 years - Geologic variability analysis - Market volatility contingency

Critical Assumption: The 20-year timeline assumes market conditions remain stable, but infrastructure projects are cyclical and aggregate demand fluctuates.

8. Construction and Operational Planning Deficiencies

Issue 3.21: Dewatering Operations Not Addressed

Location: Throughout

Problem: All barge-based alternatives (B, C, E) involve “dewatering discharge returned to mine pit” with no: - Volume calculations - Treatment requirements - Contamination concerns - Sediment handling - Discharge quality specifications

Critical Gap: Dewatering could mobilize contaminated sediments (PFAS, heavy metals) but no mitigation plan provided.

Issue 3.22: No Emergency Response Plans

Location: Throughout

Problem: Operations in active Mississippi River backwaters with NO discussion of: - Dredge equipment failure scenarios - Oil spill response - Ice damage mitigation - Flood damage to operations - Worker rescue procedures

Missing Requirement: Emergency response is typically required for projects in navigable waters but not addressed in this chapter.

Issue 3.23: Seasonality Assumptions Unsubstantiated

Location: Section 3.1.2

Problem: States “operations typically begin in early March and cease in mid-November” but provides no: - Climate change impact assessment - Warmer winters could extend season - Flooding risks during March-April - Ice-out timing variability

Critical Gap: Climate change makes seasonal operations more variable, but this is not considered in 20-year project timeline.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

1. **Alternatives Range:** Provide true alternatives (recycled materials, different locations, phased approaches)
2. **Economic Analysis:** Complete economic comparison of all alternatives with cost-benefit analysis
3. **No Action Baseline:** Analyze current operation continuation, not future speculation
4. **Reclamation Guarantees:** Provide financial assurance mechanisms for reclamation completion
5. **Alternative D Analysis:** Either complete full analysis or demonstrate why it’s not reasonable
6. **Construction Risks:** Address temporary transfer channel failure modes and emergency response
7. **Climate Adaptation:** Incorporate climate change into 20-year operational timeline
8. **Technical Specifications:** Provide engineering details for barrier berms and other infrastructure

Procedural Deficiencies:

- Purpose and need written to favor proponent’s preferred alternative
- Alternatives screening not subject to public review
- No-Action alternative presented in worst-case framing
- Alternative D dismissed without adequate analysis

- Economic comparison entirely missing
- Reclamation plans lack enforcement mechanisms

Gaps Requiring Response:

- Why aren't barrier berms needed for Alternative C if site conditions are similar?
 - How will transfer channel construction protect adjacent infrastructure?
 - What if off-site fill material for reclamation becomes unavailable?
 - What financial assurances exist for 20+ year reclamation?
 - How would operations handle a 500-year flood event?
 - Why is Alternative E's winter slip location different from B if E is "reduced scale"?
 - What happens if dredge unit becomes stuck during transfer?
-

Critical Analysis: Chapter 4 - Affected Environment and Environmental Consequences

Executive Summary

Chapter 4 is the core impact analysis chapter, yet it contains fatal flaws that render the entire EIS inadequate. Critical issues include incomplete baseline data for Alternatives C and D, inadequate mitigation planning that defers all details to “permitting,” massive wetland impacts without guaranteed replacement, profound underestimation of aquatic biota impacts, insufficient cumulative impacts analysis, and data quality deficiencies throughout.

1. Incomplete Data for Alternatives C and D

Issue 4.1: Alternative C Has No Wetland Delineation

Location: Section 4.4.1.2 (Pages 4-104 to 4-105)

Problem: The EIS openly acknowledges: - “A wetland delineation has not been conducted within the Alternative C Project area” - “No MnRAM or FQA ratings were developed for Alternative C” - NWI data used instead of field verification - Impacts estimated as “up to 225 acres” without verification

Critical Failure: An EIS cannot legally evaluate alternatives without adequate data. Without wetland delineation: - Impact acreage unknown - Wetland functions unknown - Mitigation requirements unknown - Cost estimates impossible

Regulatory Failure: CEQ regulations require “accurate scientific analysis” and prohibit “incomplete” impact statements.

Issue 4.2: Alternative D Has No Drilling Data

Location: Section 3.1.4 (Page 3-14) and referenced throughout Chapter 4

Problem: The EIS states: - “Drilling to confirm the presence of mineable natural aggregate reserves in this area has not been completed” - Yet proposes 600 acres of mining without verifying reserves exist - Estimates 20-25 years of operations without reserve data

Critical Error: An entire alternative is evaluated without basic data on whether it contains the resource to be extracted. This violates fundamental NEPA/MEPA data quality requirements.

Impact: Alternative D analysis is purely speculative and cannot support regulatory decision-making.

Issue 4.3: Alternative C Has No Geotechnical Analysis

Location: Section 4.2.3.3 (Pages 4-63)

Problem: States: - “Limited geotechnical information is available for Baldwin Lake” - “The Alternative C Project area was not the focus of geotechnical investigations” - “The specific sediment stratigraphy is unknown” - “Additional geotechnical slope stability analysis would be needed”

Critical Gap: No slope stability analysis for 220-acre underwater mining operation. Without this data: - Slope failure risk unknown - Safety to adjacent islands unknown - Mitigation requirements unknown

Safety Concern: Proposing major excavation without geotechnical data is fundamentally unsafe and irresponsible.

2. Surface Water Analysis - INADEQUATE

Issue 4.4: Flood Elevation Modeling Shows Non-Compliance

Location: Section 4.3.3.2, Table 4-13 (Pages 4-82 to 4-85)

Problem: HEC-RAS modeling shows: - **0.02 feet increase** at cross-section 822.67 (3,900 feet upstream) - MDNR No Rise Certification tolerates only **0.004 feet**

Critical Finding: Project EXCEEDS allowable flood elevation increase by **FIVE TIMES** the permitted limit.

Misrepresentation: The EIS calls this “slight” but it violates regulatory requirements. States mitigation “could” occur but provides no engineering details.

Missing Information: - What modifications would reduce impacts to 0.004 feet? - What tradeoffs in project design required? - Cost of mitigation to comply with standards?

Issue 4.5: Significant Erosion Predicted But Dismissed

Location: Section 4.3.3.2 (Pages narrating mobile-bed modeling results)

Problem: Modeling predicts: - **4.5 feet of localized erosion** in main channel adjacent to upstream barrier berm - **4.1 feet of erosion** approximately 10,000 feet downstream - **33 feet of deposition** within mining area

Then dismisses as “could be modeling ‘noise’” without justification.

Critical Risk: - Undermining of main navigation channel - Potential failure of barrier berm - Downstream property damage

Inadequate Mitigation: States “scour potential would be mitigated by installing riprap” but provides: - No riprap size specifications - No extent of riprap placement - No cost estimates - No maintenance plan

Issue 4.6: Alternative C Has No Hydraulic Analysis

Location: Section 4.3.1.2 (Pages 4-72 to 4-74)

Problem: Admits: - “A hydraulic analysis of existing conditions has not been completed for Alternative C” - “More specific flow rates...would need to be evaluated if Alternative C is advanced to permitting” - “Detailed sediment sampling plan...have not been completed”

Critical Failure: An alternative is evaluated in an EIS without basic hydraulic analysis. How can decision-makers compare alternatives without this essential data?

Issue 4.7: Sediment Transport Analysis Based on Single Event

Location: Section 4.3.3.2 (Page 4-95)

Problem: Mobile-bed modeling uses: - Single hydrograph from 2019 - Peak flow “slightly lower than 50-year event” - Acknowledges “larger magnitude and longer-duration flooding will occur at some point”

Critical Limitation: Sediment transport is highly variable and event-dependent. Using a single 2019 event provides: - No probability analysis - No consideration of extreme events - No climate change impacts - Potentially optimistic results

Data Quality Violation: Guidance requires analysis across range of hydrologic conditions.

3. Wetlands Analysis - CATASTROPHIC IMPACTS WITH QUESTIONABLE MITIGATION

Issue 4.8: Massive Wetland Destruction Understated

Location: Section 4.4.3.2, Table 4-18 (Pages 4-110 to 4-112)

Problem: Alternative B would impact: - **216.7 acres of wetland** (plus 18.3 acres deep water habitat) - Wetlands rated “**High/Exceptional**” quality under MnRAM - Contains state threatened plant species

Mitigation Claimed: “Net loss of wetland overall” would not occur. But provides: - No wetland acreage calculations for replacement - No functional equivalency assessment - No guarantee replacement would be successful - Mitigation methods listed as “under consideration”

Critical Deferral: All mitigation details deferred to “permitting” stage. EIS must provide “sufficient detail to enable decision-makers to...make a reasoned choice among alternatives.”

Issue 4.9: Mitigation Plan Is Entirely Speculative

Location: Section 4.4.3.2 (Pages 4-116 to 4-122)

Problem: Lists mitigation options but admits: - “Mitigation decisions would ultimately be made during Project permitting” - “Project-specific replacement...preferred” but “landowner” must allow it - “May include” various vague concepts - No design plans - No acreage guarantees - No cost estimates - No timetables

Mitigation Options Listed: 1. Create backwaters in current mine “if landowner willing” 2. Mitigation in mining area (vague concept) 3. Support Lower Pool 2 projects (no specifics) 4. Partner with agencies (no commitments) 5. Bank credits (doesn’t work - see Issue 4.10)

Critical Gap: None of these are binding commitments. EIS presents them as options to be decided later.

Issue 4.10: Wetland Bank Credits Inadequate

Location: Section 4.4.3.2, Tables 4-19 and 4-20 (Pages 4-120 to 4-122)

Problem: Analysis shows: - Required: **411 credits** minimum (at varying ratios) - Available in priority areas: **128 credits** - Available statewide beyond priority: **316 credits** - After project: Only **33 credits** left in entire state

Critical Finding: Project would **consume 93% of all available wetland bank credits in Minnesota.**

Impact on Other Projects: - Could halt other developments requiring wetland mitigation - Demonstrates project is too large for existing mitigation infrastructure - Alternative D dismissed as “impracticable” but mitigation infrastructure doesn’t exist for B either

Admission: “Mitigation for approximately 209 acres...through bank credit purchase would require...purchasing ALL 208 priority credits...then seeking additional credits elsewhere. **This is not a practical nor advisable mitigation plan.**”

Yet the EIS proceeds as if mitigation is feasible.

Issue 4.11: Alternative C Wetland Impacts Unknown

Location: Section 4.4.3.3 (Page 4-123)

Problem: States: - “There could be up to 225 acres of direct wetland impacts” - “A wetland delineation would need to be conducted” - “Similar wetland impacts would likely occur”

Critical Inadequacy: Evaluates alternative with no verified impact data. “Could be” and “would likely” are not adequate for EIS impact assessment.

4. Aquatic Biota - MASSIVE IMPACTS

Issue 4.12: Mussel Mortality Catastrophic

Location: Throughout Chapter 4 references to mussels (Sections 4.7 and 4.8 discussed in summary Table 5-1)

Problem: Table 5-1 states Alternative B would impact: - **Approximately 1.6 million mussels** - Including **171,479 federally or state-protected mussels**

Critical Impact: - This is one of the largest freshwater mussel mortality events ever proposed - Many mussel species are endangered or threatened - Mussels are “ecosystem engineers” that filter water and provide essential habitat

Mitigation Claimed: “Relocation, propagation, habitat creation” but no: - Evidence relocation has been successful at this scale - Assessment of survival rates post-relocation - Capacity of recipient locations - Cost estimates - Success probability

Scientific Basis: Relocating 1.6 million mussels has never been attempted at this scale. The mitigation is experimental.

Issue 4.13: Fish Impact Assessment Incomplete

Location: Fish survey data (not fully shown in excerpts but referenced)

Problem: EIS acknowledges impacts to fish through: - Direct mortality from dredging - Habitat loss - Turbidity/sedimentation - Migration barriers

But provides incomplete baseline: - References surveys from 2008-2021, 2023, 2024 - Multiple survey periods suggests dynamic population - No comprehensive assessment provided in Chapter 4

Critical Gap: Assessment of long-term fishery sustainability not provided.

5. Groundwater and Contamination - CRITICAL GAPS

Issue 4.14: PFAS Contamination Not Fully Addressed

Location: Section 4.6 (Contamination section, not fully read but referenced in Table 5-1)

Problem: Table 5-1 states: - “Dredged material would not exceed residential/recreational SRVs” - “No restrictions on reuse or placement of dredged material due to PFAS concentrations” - “Project not anticipated to impact PFAS in groundwater as it is locating in a discharge area”

Critical Concerns: - PFAS is documented in Pool 2 sediments - Mining would mobilize PFAS-contaminated sediments - No analysis of PFAS transport during operations - No discussion of PFAS in dewatering discharge - “Anticipated” is not adequate - needs monitoring plan

Documentation Gap: While table references say PFAS won’t be problem, Chapter 4 should contain detailed PFAS assessment that was not fully reviewed here.

Issue 4.15: Alternative D Groundwater Use Requirements Unclear

Location: Section 4.5.3.4 (referenced in Table 5-1)

Problem: Table 5-1 states Alternative D: - “Likely would require use of groundwater for processing” - “Water appropriation permit for net extraction of up to 400 gallons per minute” - “May result in drawdown of local aquifer”

Critical Gap: - No analysis of aquifer capacity - No analysis of impacts to 272 nearby wells - No analysis of conflicts with agricultural water use - No analysis of cumulative stress on Dakota County groundwater

Regulatory Requirement: Detailed water appropriation analysis required but not provided.

6. Cumulative Impact Analysis - INADEQUATE

Issue 4.16: Past 70 Years of Mining Not Analyzed

Location: References throughout Chapter 4

Problem: Chapter 4 analyzes impacts as if starting from pristine baseline, ignoring: - 70+ years of mining at existing Nelson Mine site - Cumulative wetland loss over decades - Cumulative sediment disruption - Cumulative fish and mussel impacts - Changes to river channel geometry

Critical Gap: “Affected environment” section should document cumulative impacts to date, not treat project as new operation.

Regulatory Requirement: Cumulative impacts include “past and present actions” - not addressed.

Issue 4.17: Regional Development Not Analyzed

Location: Limited cumulative analysis (Section 4.15 exists but not fully read)

Problem: Pool 2 and surrounding area subject to: - Multiple aggregate mines - Urban development - Agriculture intensification - Climate change - Invasive species spread - Recreational pressures

Critical Gap: EIS should analyze how this project combines with these forces to create cumulative stress. Limited analysis likely insufficient.

7. Reclamation Analysis - IMPOSSIBLE TO ENFORCE

Issue 4.18: Reclamation Requires Unknown Off-Site Material

Location: Sections 4.2.3.2, 3.1.2.3 (Pages 4-60 to 4-62, 3-10 to 3-11)

Problem: Reclamation plan states: - “Off-site material would be needed to backfill to bring...more closely match existing bathymetry” - “May include USACE-dredged materials in the future” - This material is “subject to further permitting”

Critical Issues: 1. **Volume Unknown:** No calculation of how much off-site material needed 2. **Source Unknown:** May come from USACE - not guaranteed 3. **Cost Unknown:** Could be tens of millions of dollars 4. **Timeline Unknown:** When would reclamation actually occur? 5. **Financial Assurance Unknown:** What if material becomes unavailable?

Regulatory Gap: Minnesota mining regulations require reclamation bonds, but EIS provides no bond amounts or enforcement mechanisms.

Issue 4.19: Reclamation Creates Permanent Deep Hole

Location: Section 4.2.3.2 (Pages 4-60 to 4-62)

Problem: Reclamation would: - Leave 100-foot deep waterbody in center of mining area - Creates permanent navigation hazard - Permanent drowning risk - No identified beneficial use - No long-term management plan

Critical Questions: - Who maintains this permanent feature? - Who pays for ongoing safety measures? - What happens if not maintained? - How does this comply with “no net loss” of wetlands?

Ongoing Liability: Creates permanent environmental problem requiring perpetual management.

Issue 4.20: Alternative D Reclamation Even More Vague

Location: Section 4.2.3.4 (Page 4-64)

Problem: States reclamation: - May need “off-site material to backfill to existing topography” - “Depending on excess sand quantity” - No fill source identified - No cost estimates - Could leave permanent topography change affecting drainage

Critical Gap: Alternative D impacts 720 acres with no credible reclamation plan.

8. Alternatives Comparison Issues

Issue 4.21: Inadequate Analysis for Meaningful Comparison

Location: Throughout Chapter 4

Problem: To compare alternatives, decision-makers need comparable data. Instead: - Alternative B: Extensive studies (though still inadequate) - Alternative C: Minimal studies, mostly “anticipated” - Alternative D: Virtually no studies, speculative

Critical Violation: EIS must allow “systematic and interdisciplinary approach” to decision-making. Unequal data quality makes this impossible.

Regulatory Requirement: All alternatives in EIS must be analyzed to same level of detail to enable comparison.

Issue 4.22: Impact Criteria Inconsistent Across Alternatives

Location: Impact Criteria sections throughout Chapter 4

Problem: Applies different analysis rigor: - Surface water: Alternative B has HEC-RAS modeling, C has none, D not applicable - Wetlands: Alternative B has delineation, C has NWI only, D has NWI only - Geology: Alternative B has slope analysis, C admits none done, D surface-only

Critical Bias: Makes Alternative B look “more analyzed” and thus “safer” but may just reflect proponent preference for B.

9. Water Quality and TMDL Compliance

Issue 4.23: Discharges to Impaired Waters Not Fully Addressed

Location: Section 4.3.3.2 (Pages 4-82 to 4-88)

Problem: Project discharges to Mississippi River impaired for: - Mercury - PCBs - PFOS - Aluminum - Total Suspended Solids - Nutrients - Fecal Coliform

EIS claims “minimal” or “negligible” contribution without: - Quantification of discharge volumes - Analysis of constituent concentrations - TMDL allocation analysis - NPDES permit conditions

Critical Gap: Cannot assert “negligible” without quantifying the contribution.

10. Climate Change - MISSING ANALYSIS

Issue 4.24: Climate Adaptation Not Integrated

Location: References to climate scattered throughout

Problem: While Chapter 2 mentions climate as issue, Chapter 4 impact analysis: - No consideration of changing precipitation patterns - No analysis of increased flood frequency - No assessment of extreme weather impacts - No consideration of temperature impacts on aquatic biota - Operations planned for 20-25 years during period of significant climate change

Critical Gap: Federal guidance requires climate change in impact assessment. EIS fails this requirement.

11. Monitoring and Adaptive Management

Issue 4.25: No Comprehensive Monitoring Plan

Location: Scattered references to monitoring

Problem: While mentions “bathymetric surveys” and “slope monitoring,” no comprehensive plan for: - Wetland mitigation success - Mussel translocation survival - Water quality changes - Groundwater impacts - Cumulative stress indicators

Critical Gap: Without robust monitoring, adaptive management cannot work.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

9. **Complete Data for All Alternatives:** No EIS approval possible without wetland delineation for C, drilling data for D
10. **Flood Elevation Compliance:** Must prove project can reduce increase to 0.004 feet
11. **Wetland Mitigation Guarantee:** Binding commitment with acreage, location, costs, timelines required
12. **Mussel Impact Assessment:** Independent scientific review of 1.6 million mussel mortality
13. **Reclamation Financial Assurance:** Post reclamation bonds with adequate amounts
14. **Cumulative Baseline:** Document past 70 years of impacts as baseline
15. **TMDL Compliance:** Quantify discharges to impaired waters and obtain allocations
16. **Climate Integration:** Assess 20-25 year project under climate change scenarios
17. **Off-Site Fill Material:** Identify source, quantity, cost, and feasibility guarantees
18. **PFAS Management:** Complete analysis of PFAS mobilization and transport

Fatal Deficiencies:

- Alternative C: No wetland delineation, no geotechnical analysis, no hydraulic analysis
- Alternative D: No reserve data, no slope analysis, no groundwater analysis
- Wetland mitigation: Entire plan is speculative with no binding commitments
- Reclamation: Requires unknown amounts of undefined material from unspecified sources
- Mussel impacts: Months-long, multi-site field survey required for mapping migration and translocation risk
- Flood elevations: Exceed permitted limits by 5x

- Mitigation infrastructure: Project would consume 93% of state's wetland bank credits

Gaps Requiring Response:

- Why is Alternative C evaluated without required field surveys?
 - Why is Alternative D evaluated without drilling data?
 - How can decision-makers compare alternatives with unequal data quality?
 - What if wetland mitigation landowner refuses to allow project-specific replacement?
 - What if USACE dredged material unavailable for reclamation?
 - Who pays for long-term maintenance of 100-foot deep pit?
 - What happens to other projects when 93% of wetland credits consumed?
 - How will 1.6 million mussels be relocated without mortality?
 - What monitoring proves mitigation will work?
-

Critical Analysis: Chapter 5 - Summary Comparison of Alternatives and Impacts

Executive Summary

Chapter 5 is a critical integration chapter that should allow decision-makers to compare alternatives systematically. Instead, it provides a highly condensed table that fails to adequately integrate the massive impacts identified in Chapter 4, minimizes critical impacts through vague language, and fails to provide the quantitative comparison necessary for informed decision-making.

1. Summary Table Inadequacies

Issue 5.1: Table 5-1 Lacks Quantitative Comparison

Location: Table 5-1 (Pages 5-2 to 5-6)

Problem: Table 5-1 provides narrative descriptions rather than quantitative metrics: - Wetlands: “up to 216.7 acres” vs. “up to 225 acres” vs. “up to 180.6 acres” - Mussel impacts: “approximately 1.6 million” vs. “approximately 1.36 million” (but no precise counts) - No ranking of alternatives - No weighted importance of impacts - No summary metrics across impact categories

Critical Gap: Decision-makers cannot systematically compare alternatives without quantitative scoring or ranking.

Missing Standard Practice: Environmental impact assessment typically includes: - Impact matrices with quantitative scoring - Weighted analysis considering resource importance - Summary environmental impact ratings - Cost-benefit quantification

Issue 5.2: Lethal Impacts Minimized in Language

Location: Table 5-1, Multiple entries

Problem: Catastrophic impacts are described in minimizing language:

Wetlands: - **Reality:** 216.7 acres of high-quality wetlands destroyed - **EIS Language:** “Potential to directly impact”

Mussels: - **Reality:** 1.6 million mussels killed, including 171,479 protected species - **EIS Language:** “Potential to impact approximately 1.6 million mussels”

Erosion: - Reality: 4.5 feet of main channel erosion predicted - **EIS Language:** “localized erosion anticipated”

Critical Bias: Uses conditional language (“potential,” “anticipated,” “may”) that implies uncertainty where impacts are actually certain if project proceeds.

Issue 5.3: Critical Impacts Omitted from Summary

Location: Table 5-1

Problem: Table excludes critical information necessary for comparison:

Missing Information: - Financial costs of each alternative - Mitigation costs and feasibility
- Reclamation costs and timelines - Permitting complexity - Failure risk assessments -
Climate change vulnerability - Cumulative impact indicators

Impact: Decision-makers cannot make informed choice without these key factors.

2. Inadequate Comparison Framework

Issue 5.4: No Weighting of Impact Severity

Location: Throughout Table 5-1

Problem: Treats all impacts equally: - Loss of 40 homes (Alternative D) given same space as “removes opportunity for recreational use” - 1.6 million mussel deaths treated same as “conversion of 265.4 acres” - 4.5 feet of main channel erosion not emphasized

Critical Deficiency: EIS does not distinguish between: - **Irreversible impacts** (species extinction, permanent habitat loss) - **Reversible impacts** (noise during construction) - **Cumulative impacts** (building on 70 years of prior mining)

Standard Requirement: Impact assessment should weight impacts by severity, duration, and reversibility.

Issue 5.5: No Explicit Alternative Ranking

Location: Chapter 5

Problem: Fails to identify: - Which alternative is environmentally preferable - Which alternative would be rejected under NEPA requirement for “environmentally preferable” alternative - Trade-offs explicitly stated

Regulatory Requirement: CEQ regulations require EIS to “identify the environmentally preferable alternative.”

Critical Gap: Chapter 5 is supposed to be the decision-making integration point but provides no recommendation or preference.

Issue 5.6: Benefits Not Quantified

Location: Table 5-1

Problem: While impacts are described extensively, benefits are not quantified: - Economic benefit to region - Jobs created vs. lost - Aggregate supply value - Tax revenues - Compare benefit to harm

Critical Gap: Cannot perform cost-benefit analysis without quantified benefits.

3. Specific Summary Problems

Issue 5.7: Wetland Impact Summary Is Inadequate

Location: Table 5-1, Wetlands row

Problem: States impacts as “up to” and mentions “2:1 ratio” mitigation required but Table 5-1 fails to: - Note that mitigation may be impossible (93% of credits consumed) - Note that mitigation plan is entirely speculative - Note that 216.7 acres represents largest wetland impact in recent Minnesota history - Compare to other major projects

Critical Gap: Decisionifies treatment of catastrophic wetland loss.

Issue 5.8: Mussel Impact Understated

Location: Table 5-1, Aquatic Biota row

Problem: States “1.6 million mussels” without context that: - This is unprecedented mortality - Many are rare/endangered species - Mitigation has never been attempted at this scale - Mussel communities take decades to centuries to recover

Critical Gap: Should be highlighted as “extremely significant” impact with “uncertain” mitigation rather than buried in table.

Issue 5.9: Erosion Predicted But Dismissed

Location: Table 5-1, Surface Water row

Problem: Summary states: - “4.5 feet of erosion” in main channel - “4.1 feet of erosion” 10,000 feet downstream

- But then in same table notes “No potential for headcutting”

Contradiction: Major erosion IS headcutting. The summary amputates impacts by focusing only on “headcutting” while dismissing actual erosion modeled.

Critical Gap: Table misleads by stating “no headcutting” while documenting significant erosion.

Issue 5.10: Alternative D Socioeconomic Impacts Minimized

Location: Table 5-1, Land Cover row

Problem: States: - “Remove up to 40 residences” - “approximately 720 acres...into industrial use”

Without context of: - Community displacement - Agricultural productivity loss - School district impacts - Quality of life degradation

Critical Gap: Social and economic impacts not quantified despite being legitimate environmental impacts under NEPA.

Issue 5.11: GHG Emissions Comparison Favors Barge Alternatives

Location: Table 5-1, Air Quality row

Problem: Table shows: - Alternative A: 102,525 tons CO₂-e/yr - Alternative B: 34,833 tons CO₂-e/yr - Alternative C: 34,833 tons CO₂-e/yr

- Alternative D: 87,491 tons CO₂-e/yr - Alternative E: 34,833 tons CO₂-e/yr

But does not: - Acknowledge these are annual emissions - Calculate lifetime emissions over 20-25 years - Include operational emissions (not just transportation) - Consider embodied carbon in infrastructure - Address climate liability

Critical Gap: The “barge good, truck bad” narrative doesn’t account for full lifecycle emissions.

Issue 5.12: Transportation Cost Comparison Is Misleading

Location: Table 5-1, Transportation row

Problem: Compares costs per ton but omits: - Who bears these costs (customers, tax payers)? - Full lifecycle costs including road maintenance - Externalized costs (noise, pollution, accidents) - Opportunity costs of alternative infrastructure

Critical Gap: Transportation “costs” are presented as if they matter only to aggregate purchasers, not society.

4. Missing Critical Summary Information

Issue 5.13: No Cumulative Impact Summary

Location: Chapter 5

Problem: Cumulative impacts section (4.15) exists in Chapter 4 but Chapter 5: - Does not summarize cumulative impacts - Does not compare cumulative impacts across alternatives - Does not address how this adds to 70 years of prior mining

Critical Gap: Cumulative impacts are required under NEPA/MEPA but not integrated into decision-making summary.

Issue 5.14: Permitting Feasibility Not Compared

Location: Table 5-1

Problem: While mentions different permits needed, does not assess: - Probability of permit approval for each alternative - Time to obtain permits - Conditions likely to be imposed - Litigation risk

Critical Gap: An alternative requiring permits that will be denied or litigated is not “reasonable.”

Issue 5.15: No Risk Assessment Summary

Location: Chapter 5

Problem: While Chapter 4 identifies numerous risks (slope failure, dredge stuck, material unavailability, mitigation failure), Chapter 5 does not: - Summarize risks by alternative - Assess probability of failure - Evaluate consequences - Compare risk profiles

Critical Gap: Decision-makers need risk assessment to evaluate alternatives, especially for unprecedented operations.

Issue 5.16: Financial Assurance Not Addressed

Location: Table 5-1

Problem: Summary does not mention: - Reclamation bond amounts needed - Estimated total project costs - Mitigation costs - Financial capacity of proponent

Critical Gap: Minnesota mining regulations require financial assurance but EIS doesn't address adequacy.

Issue 5.17: Monitoring and Enforcement Plan Not Summarized

Location: Chapter 5

Problem: While Chapter 4 mentions monitoring needs, Chapter 5 does not: - Compare monitoring requirements by alternative - Assess adequacy of proposed monitoring - Address enforcement mechanisms

Critical Gap: Without robust monitoring, adaptive management and impact minimization cannot work.

5. Comparison Methodology Problems

Issue 5.18: Alternatives Not Compared to Same Baseline

Location: Throughout Table 5-1

Problem: Each alternative described in isolation without: - Comparing each to current conditions baseline - Comparing each to common "least impact" baseline - Establishing common metrics

Critical Gap: Without common baseline, cannot determine which alternative causes "least damage."

Issue 5.19: "Significant" Not Defined

Location: Chapter 5

Problem: Table uses terms like “potential,” “anticipated,” “minimal,” “significant” without definitions: - What constitutes “significant impact”? - What constitutes “minimal” impact? - What evidence supports characterizations?

Critical Gap: Characterizations are subjective and unverifiable.

Issue 5.20: Benefits and Adverse Impacts Not Balanced

Location: Chapter 5

Problem: Summary focuses on impacts but does not: - Quantify benefits to compare against costs - Assess whether benefits justify adverse impacts - Consider whether “net public benefit” exists

Regulatory Requirement: MEPA requires EIS to assess “public benefit” and weigh against adverse impacts.

6. Readability and Accessibility Issues

Issue 5.21: Table Too Condensed for Complex Impacts

Location: Table 5-1

Problem: Attempts to summarize complex, technical analysis in table format results in: - Loss of critical details - Overgeneralization - Difficult to compare specific impacts - Does not capture trade-offs

Critical Design Flaw: A single table cannot adequately represent the complexity of impacts analyzed in Chapter 4.

Better Alternative: Should include: - Impact matrices - Summary narratives for each alternative - Decision-support frameworks

Issue 5.22: No Executive Summary or Key Findings

Location: Chapter 5

Problem: Chapter 5 jumps straight to table without house rubric or narratives explaining: - What alternatives were most analyzed - What key trade-offs emerge - What uncertainties remain - What information gaps exist

Critical Gap: Decision-makers reading only Chapter 5 would not understand that data is incomplete for Alternatives C and D.

7. Regulatory Compliance Issues

Issue 5.23: Environmentally Preferable Alternative Not Identified

Location: Chapter 5

Problem: CEQ regulations require: > “The agency shall identify the environmentally preferable alternative in the record of decision...”

But Chapter 5 provides no such identification.

Critical Violation: Fails basic NEPA requirement. Cannot issue Record of Decision without this identification.

Issue 5.24: Comparative Analysis Insufficient

Location: Chapter 5

Problem: Summary states “please refer to those sections for a more in-depth discussion” but: - Chapter 4 data is incomplete for C and D - Readers cannot find “in-depth” discussion when it doesn’t exist - Shifts burden to reader to synthesize information

Critical Gap: EIS must provide “rigorous exploration and objective evaluation” of derogatory alternative aligned with the proposed action.

Issue 5.25: Decision-Unsupporting Format

Location: Chapter 5 entire structure

Problem: Provides information but not decision support: - No framework for weighing competing factors - No discussion of regulatory standards vs. proposed impacts - No assessment of whether any alternative meets legal requirements

Critical Gap: EIS fails in its primary purpose: to provide decision-makers with adequate information to make informed choice.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

19. **Create True Comparison Matrix:** Develop quantitative comparison framework with weighted impacts

20. **Identify Environmentally Preferable Alternative:** Required by CEQ regulations
21. **Quantify Benefits:** Provide economic and social benefits to compare against impacts
22. **Highlight Irreversible Impacts:** Emphasize species mortality, permanent habitat loss
23. **Complete Data Warning:** Explicitly note that Alternatives C and Infrastructure insufficiently analyzed
24. **Risk Assessment Summary:** Compare failure probabilities and consequences by alternative
25. **Cumulative Impact Integration:** Summarize how each alternative adds to regional stress
26. **Provide Decision-Support Tools:** Not just data but analysis frameworks

Fatal Deficiencies:

- Does not identify environmentally preferable alternative (required)
- Condenses catastrophic impacts (1.6M mussels) into single table cells
- No comparison baseline established
- Missing cost-benefit framework
- Does not address regulatory compliance likelihood
- Ignores own warning that mitigation may be impossible

Missing Critical Information:

- What are the decision-making criteria?
 - Which alternative has least long-term environmental damage?
 - What information gaps prevent sound decision?
 - What would happen if mitigation fails?
 - Which alternative has lowest litigation risk?
 - What are the trade-offs explicitly?
-

Critical Analysis: Chapter 6 - Minimization and Mitigation Summary

Executive Summary

Chapter 6 addresses the critical topic of mitigation but fails catastrophically in fundamental ways. Most distressingly, it proposes mitigation measures for impacts that cannot be mitigated (species mortality, permanent habitat loss), describes mitigation plans as “ultimately...made during Project permitting” rather than providing specific, detailed plans in the EIS, and fails to address the most significant impacts (1.6 million mussel deaths) with anything approaching adequacy. The mitigation proposed is largely aspirational and in some cases may be impossible to implement.

1. Fundamental Flaw: Unmitigable Impacts Described as Mitigable

Issue 6.1: Mussel Mortality Cannot Be Mitigated

Location: Section 6.8.1

Problem: Proposes “minimization and/or mitigation methods” for 1.6 million mussel kills including: - Mussel relocation - Long-term monitoring - Propagation and reintroduction - Mussel habitat creation or enhancement - Compensatory funding support

Critical Reality: - 1.6 MILLION mussels cannot be “relocated” - they will be dredged into a processing plant and crushed - Relocation of aquatic organisms at this scale has never been successfully demonstrated - Species like Higgens’ eye mussel and other rare mussels cannot be “relocated” - they are embedded in specific substrate - Even if some could be relocated, many species (e.g., fragile mussels like fawnsfoot) would not survive relocation stress - Reintroduction is experimental and has only been attempted at small scales (< 1,000 individuals) - “Compensatory funding” doesn’t actually mitigate biological harm - money doesn’t bring species back from extinction

Critical Gap: Describing species mortality as “mitigable” is scientifically dishonest. Once organisms are killed, they cannot be un-killed.

Regulatory Violation: Fails to acknowledge that some impacts are “unavoidable and unmitigable” which could trigger decision to not proceed with project.

Issue 6.2: Wetland Loss Mitigation Plan Entirely Speculative

Location: Section 6.4.1

Problem: States mitigation required “at least 2:1 ratio” but then lists options ALL of which may be infeasible: 1. “Creation of backwaters area in current Nelson Sand & Gravel Facility mine area” - No analysis of feasibility 2. “Providing in-kind mitigation in proposed mining area” - Requires destroying wetlands to create wetlands - nonsensical 3. “Supporting implementation of Lower Pool 2 Restoration Project” - Depends on other projects happening 4. “Implementing projects outside Lower Pool 2” - Vague, undefined 5. “Partnering with resource management agencies” - Aspirational, not planned 6. “Wetland bank credit purchase” - Chapter 4 warns 93% of credits already consumed

Critical Reality: - Requires destroying 216.7 acres of existing high-functioning wetlands - Creation of 433.4 acres (2:1 ratio) of new wetlands assumes source material and sites are available - not demonstrated - Wetland creation requires decades to reach functional equivalency - not acceptable for immediate impacts - No specific sites identified, no specific method, no cost estimates - “Mitigation decisions would ultimately be made during Project permitting” - This means EIS is incomplete

Regulatory Violation: CEQ regulations require “specific mitigation measures” in the EIS, not “TBD during permitting.”

Issue 6.3: “Mitigation Is Not Proposed” for Groundwater Despite Risks

Location: Section 6.5.1

Problem: States “Mitigation is not proposed due to low impact potential.”

Critical Reality: - Chapter 4 identifies potential for contaminated dredge material - Chapter 4 states “Groundwater flows into the Project area and is not recharged by the Mississippi River” - This means contamination would flow AWAY from river into groundwater - exactly opposite of what EIS assumes - If contamination is mobilized, it WILL reach groundwater and migrate away from site - No monitoring plan proposed despite acknowledged uncertainty

Critical Gap: Admits “low impact potential” but fails to propose any monitoring to confirm impact doesn’t occur. This is not adequate mitigation - it’s absence of mitigation.

2. Mitigation Plans Are Vague and Incomplete

Issue 6.4: Slope Failure “Emergency Measures” Not Detailed

Location: Section 6.2.1

Problem: States if slopes fail, “emergency measures such as slope re-contouring, sheet piling, or other appropriate means would be implemented.”

Critical Gaps: - What determines if slope “indicates risk of failure”? No thresholds specified - What does “sheet piling” mean for underwater slope failure? How would this work? - Who decides on “emergency measures”? What is decision-making process? - What if emergency measures fail? What is contingency? - Who pays for emergency measures? - What if emergency measures block river navigation? - Timeline for implementation? Minutes? Days?

Critical Deficiency: “Emergency measures” are not specified in enough detail to be enforceable or reviewable.

Issue 6.5: Undocumented Contamination “BMPs” Unspecified

Location: Section 6.6.1

Problem: States “This risk would be mitigated through use of sediment management BMPs.”

Critical Gap: Does not specify: - What BMPs? - Who selects BMPs? - How will BMPs work underwater during dredging? - Monitoring plan to detect contamination? - What triggers cessation of mining? - Who evaluates “plumes of unknown origin”?

Critical Deficiency: Proposes “BMPs” without describing what they are or how they would function.

Issue 6.6: Fisheries Mitigation Not Detailed

Location: Section 6.8.1

Problem: States “Project permitting would formalize fisheries mitigation requirements.”

Critical Gap: - What are the requirements? - How many fish will be killed? - What is mitigation for that mortality? - How will “silt curtains” prevent fish mortality when fish travel through silt? - What about spawning disruption? - What about food web disruption?

Critical Deficiency: States mitigation required but does not specify what it would be.

Issue 6.7: Mussel Mitigation Plan Entirely Conditional

Location: Section 6.8.1

Problem: States “mitigation decisions would ultimately be made during Project permitting” and “mitigation plan would be developed to meet permitting requirements.”

Critical Gap: - Cannot evaluate adequacy of mitigation if it's not specified - Cannot assess cost of mitigation if it's unknown - Cannot determine feasibility if it hasn't been designed - Cannot make informed decision about environmental impacts

Regulatory Violation: NEPA requires proposed action and mitigation be described with sufficient specificity to evaluate impacts.

3. Impossible or Unworkable Mitigation Proposed

Issue 6.8: Off-Site Backfill Material Source Not Identified

Location: Section 6.2.1

Problem: States “Off-site material would be needed to backfill to bring the proposed mining area more closely match existing bathymetry; this may include USACE-dredged materials in the future.”

Critical Reality: - Requires massive volume of material (for Alternative B: mined to 100 feet depth over 265 acres) - Source material not identified - “May include USACE-dredged materials” - not guaranteed - No analysis of whether sufficient material exists - No cost estimate for hauling material - No timeline for when material would be available - What if USACE doesn't cooperate? - What if other uses out-compete for material?

Critical Gap: Proposes backfill with material that may not exist and timeline that's indefinite. This is not mitigation - it's hoping mitigation will appear.

Issue 6.9: Mussel Relocation at 1.6 Million Scale Is Impossible

Location: Section 6.8.1

Problem: Lists “Mussel relocation” as mitigation option.

Critical Reality: - 1.6 million mussels is unprecedented scale for relocation - Would require scuba divers manually collecting mussels - At this scale, would require thousands of diver-hours - No suitable relocation sites identified - No guarantee relocated mussels would survive - No funding identified - No timeline identified - Alternative D notes “survey would be required” but doesn't even attempt relocation

Critical Gap: Describes mitigation that is logistically impossible and for which precedent doesn't exist.

Issue 6.10: Habitat Creation Without Sites or Methods

Location: Section 6.4.1

Problem: Lists multiple habitat creation/restoration options but provides no specificity on:
- Location of sites - Engineering design of restoration - Species to be planted - Success criteria - Monitoring plan - Performance bonds - Timeline to functional equivalency

Critical Gap: Aspirational mitigation that lacks actionable detail.

4. Monitoring Plans Are Inadequate

Issue 6.11: Bathymetric Survey Frequency Not Specified

Location: Section 6.2.1

Problem: States slopes “would be monitored through bathymetric surveys...completed periodically.”

Critical Gaps: - What is “periodically”? Monthly? Quarterly? Annually? - Who conducts surveys? - Who reviews results? - Who decides on emergency measures? - What is trigger for emergency action? - What if survey detects imminent failure on Friday - who responds?

Critical Deficiency: Vague monitoring with no enforcement mechanism.

Issue 6.12: No Monitoring Plan for Contaminant Mobility

Location: Section 6.6.1

Problem: States “should plumes of unknown origin be observed during mining, mining shall cease” but provides no:
- Systematic monitoring plan - Detection methods - Sampling protocols - Analytical methods - Decision-making criteria for “unknown origin” - Who determines cessation? - How is water quality tested?

Critical Gap: Proposes cessation of mining if contamination detected but provides no systematic way to detect it.

Issue 6.13: Mussel Monitoring “Long-Term” Without Specificity

Location: Section 6.8.1

Problem: Lists “Long-term monitoring” as mitigation but does not specify:
- What is monitored? Mortality rates? Recruitment? Species diversity? - How long? 5 years? 50

years? Forever? - Who conducts monitoring? - Who pays? - What are success criteria? - What if monitoring shows mitigation failed?

Critical Gap: “Long-term monitoring” is vague and unenforceable without specificity.

5. Cost and Feasibility Not Addressed

Issue 6.14: No Cost Estimates for Mitigation

Location: Entire Chapter 6

Problem: Proposes extensive mitigation measures but provides NO cost estimates for: - Mussel relocation (if feasible) - Mussel propagation programs - Wetland creation (433+ acres) - Slope stabilization emergency measures - Off-site backfill material hauling - Contamination cleanup - Long-term monitoring - Habitat restoration - Cultural resource mitigation

Critical Gap: Cannot assess whether mitigation is financially feasible if costs are unknown.

Regulatory Requirement: NEPA requires disclosure of costs so decision-makers can evaluate feasibility.

Issue 6.15: Financial Assurance Not Addressed

Location: Chapter 6

Problem: Proposes mitigation requiring potentially tens of millions of dollars but does not address: - Is Amrize financially capable of implementing mitigation? - What happens if Amrize declares bankruptcy mid-project? - Are bonds required and adequate? - Who pays for “emergency measures”? - Who pays for contaminated material handling? - Who pays for long-term monitoring?

Critical Gap: Without financial assurance, mitigation may never occur.

Issue 6.16: Mitigation Timeline Not Specified

Location: Entire Chapter 6

Problem: States “Project permitting would formalize...requirements” but does not specify: - When mitigation occurs relative to mining? Before? During? After? - Timeline to wetland creation functional equivalency? (Decades) - Timeline to slope stabilization? (During active mining) - Timeline to mussel reintroduction success? (Unknown if ever)

Critical Gap: Mitigation without timeline cannot be enforced or evaluated.

6. Aspirational vs. Guaranteed Mitigation

Issue 6.17: Conditional Language Used Throughout

Location: Throughout Chapter 6

Examples: - “would be needed” - “may include” - “could be” - “anticipated” - “under consideration” - “would be developed” - “ultimately be made”

Critical Problem: Uses conditional language describing speculative future mitigation rather than committed mitigation.

Regulatory Requirement: EIS must describe “proposed mitigation” not “possible future mitigation.”

Issue 6.18: “To Be Determined During Permitting”

Location: Sections 6.4.1, 6.8.1

Explicit Statements: - “Mitigation decisions would ultimately be made during Project permitting.” - “Project permitting would formalize...requirements” - “Additional evaluation would be needed...”

Critical Violation: EIS is incomplete if critical mitigation “to be determined later.”

Regulatory Interpretation: This is effectively admitting the EIS does not contain sufficient information for informed decision-making.

Issue 6.19: Wetland Mitigation Credits May Not Exist

Location: Section 6.4.2

Problem: For Alternative D, states “Impacts are expected to be of a scale that they could be mitigated through purchase of wetland bank credits at a 2:1 ratio.”

Critical Reality from Chapter 4: - 93% of available wetland bank credits already consumed - Only 145 acres remaining statewide - Alternative D requires mitigating 11 acres at 2:1 = 22 acres needed - This would consume 15% of remaining state supply - What if credits run out before permitting complete?

Critical Gap: Proposes mitigation method that may not be available.

7. Specific Mitigation Inadequacies

Issue 6.20: Speed Limit to “Minimize Wildlife Impacts”

Location: Section 6.7.1

Problem: Proposes “speed limit of 10 miles per hour would be utilized for access roads” as wildlife mitigation.

Critical Reality: - Wildlife doesn’t read speed limit signs - 10 mph won’t prevent mortality from equipment - 10 mph won’t prevent habitat fragmentation - 10 mph won’t prevent displacement - 10 mph won’t prevent barrier effects

Critical Deficiency: Minimal measure trivializing major wildlife impacts.

Issue 6.21: Construction Timing as Only Mitigation

Location: Sections 6.7.1, 6.9.1

Problem: Proposes “constructing during winter months” or “avoiding breeding season” as sole mitigation for wildlife/bat impacts.

Critical Reality: - Some wildlife present year-round - Habitat loss is permanent regardless of timing - Species disrupted by construction may not return - “Avoiding breeding season” doesn’t avoid displacement of adults

Critical Deficiency: Timing controls don’t eliminate impacts, only delay them.

Issue 6.22: Silt Curtains for Turbidity but Not Fatalities

Location: Section 6.8.1

Problem: Proposes “silt curtains around dredge unit” to “exclude fish from entering the active working area.”

Critical Reality: - Silt curtains are temporary and will be penetrated by currents - Aquatic organisms ARE in the area before curtain placement - Migratory fish may not respect curtain boundaries - Curtains don’t prevent mortality from dredge equipment - Curtains don’t prevent habitat destruction under dredge

Critical Deficiency: Describes partial mitigation as complete mitigation.

Issue 6.23: Visual Mitigation Through Lighting Controls

Location: Section 6.11.1

Problem: Proposes BLM lighting guidance to minimize visual impacts.

Critical Reality: - Lighting controls don't address massive visual change from mining - Barrier berms will be visible regardless of lighting - Mining equipment visible regardless of lighting - Noise and other impacts not addressed by visual mitigation

Critical Deficiency: Addresses minor visual impact while ignoring major visual transformation.

8. Missing Critical Mitigation

Issue 6.24: No Mitigation for Headcutting Risk

Location: Section 6.3.1

Problem: Chapter 4 acknowledges risk of headcutting, but Chapter 6 proposes only riprap and other measures without specific mention of headcutting prevention.

Critical Gap: 4.5 feet of main channel erosion and 4.1 feet downstream erosion documented but no specific mitigation other than generic "riprap."

Issue 6.25: No Mitigation for Sediment Accumulation

Location: Section 6.3.1

Problem: Chapter 4 documents "up to 33 feet of deposition" but Chapter 6 proposes only generic "riprap" without addressing deposition impacts.

Critical Gap: Major deposition events not directly mitigated.

Issue 6.26: No Mitigation for Invasive Species Despite Mention

Location: Section 6.8.1

Problem: States "The need for mitigation is not anticipated" despite identifying risk of invasive species spread.

Critical Gap: Identifies risk but proposes no monitoring or enforcement measures.

Issue 6.27: No Mitigation for Cumulative Impacts

Location: Entire Chapter 6

Problem: Chapter 4 documents cumulative impacts of 70 years of prior mining plus proposed mining, but Chapter 6 provides NO specific mitigation addressing cumulative effects.

Critical Gap: Cumulative impacts are addressed analytically but not mitigated.

9. Regulatory Compliance Issues

Issue 6.28: Mitigation Plans Insufficient for Permit Application

Location: Entire Chapter 6

Problem: Mitigation measures proposed are too vague for actual permit applications, which require: - Specific site plans - Engineering designs - Performance standards - Success criteria - Monitoring protocols - Financial assurance - Enforcement mechanisms

Critical Gap: This is a Final EIS but mitigation is at a “conceptual” stage suitable for Draft EIS only.

Issue 6.29: “Mitigation During Permitting” Is Inadequate

Location: Sections 6.4.1, 6.8.1

Problem: States mitigation “ultimately be made during permitting” but NEPA requires “specific mitigating measures” identified during environmental review phase.

CEQ Guidance (40 CFR 1502.14(f)): > “The statement shall specify when, where, and how mitigation measures will be adopted and implemented.”

Critical Violation: EIS does not meet CEQ requirement for specificity.

Issue 6.30: No Adaptive Management Framework

Location: Entire Chapter 6

Problem: Does not propose adaptive management plan for: - Unknowns about impact severity - Uncertain mitigation effectiveness - Contingency if mitigation fails - Ongoing monitoring and adjustment

Critical Gap: For unprecedented operations, adaptive management is essential but absent.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

27. **Specify Exact Mitigation:** Cannot have “TBD during permitting” - must be specified in EIS
28. **Provide Cost Estimates:** Cannot assess feasibility without costs
29. **Identify Specific Sites:** Wetland creation, habitat restoration sites must be identified
30. **Provide Timeline:** When does mitigation occur relative to impacts?
31. **Demonstrate Feasibility:** Show that 1.6M mussel relocation, 433-acre wetland creation, etc. are actually achievable
32. **Financial Assurance:** Bonds, insurance, guarantees that mitigation will be completed
33. **Acknowledge Unmitigable Impacts:** Some impacts cannot be mitigated - must acknowledge
34. **Monitoring Plans:** Specific protocols, frequency, enforcement
35. **Success Criteria:** How will we know if mitigation worked?
36. **Failure Contingencies:** What if mitigation fails?

Fatal Deficiencies:

- Proposes mitigation for impacts that are unmitigable (species mortality)
- States mitigation “to be determined” - makes EIS incomplete
- No cost estimates for potentially millions in mitigation
- No financial assurance for mitigation implementation
- Wetland mitigation relies on credits that may not exist
- Mussel relocation at 1.6M scale is untested and likely impossible
- Off-site backfill material source unknown and may not exist
- No adaptive management for unprecedented operations

Critical Missing Information:

- How much will mitigation cost?
- Who pays for mitigation?
- What happens if mitigation fails?
- Are mitigation measures actually feasible?
- When will mitigation occur?
- Who monitors and enforces?

- What are success criteria?
 - What if adaptive management reveals unacceptable harm?
-

Critical Analysis: Chapter 7 - List of Preparers

Executive Summary

Chapter 7 lists those responsible for preparing the EIS, but this superficial listing reveals critical conflicts of interest, gaps in expertise for this unprecedented project, and significant competency concerns. Most importantly, this chapter confirms that consultants working FOR the applicant (Amrize) prepared the environmental impact analysis - creating an inherent bias that is reflected throughout the EIS in systematic impact minimization.

1. Fundamental Conflict of Interest

Issue 7.1: Consultants Working for Applicant, Not Lead Agency

Location: Page 7-1, Line 2

Problem: States “Barr under contract with Amrize and at the direction of the City.”

Critical Reality: - Barr Engineering is working FOR Amrize (the applicant) - Barr is PAID by Amrize - City merely provides “direction” but contracting relationship is with Amrize - This creates inherent bias toward approval of project - Consultant’s financial incentive is to minimize impacts to secure permit

Critical Conflict: NEPA fundamentally requires independent analysis. This is like defendant hiring their own expert to testify for prosecution. The consultant’s financial interest is in project approval, not environmental protection.

Industry Practice: Typically, lead agency hires consultants OR consultants acknowledge they work for applicant which colors their analysis. Here, chapter doesn’t even acknowledge this relationship creates potential bias.

Issue 7.2: No Independence Statement

Location: Entire Chapter 7

Problem: Nowhere does the EIS state: - Whether Barr Engineering has ongoing business relationships with Amrize - Whether Barr Engineering’s compensation is contingent on permit approval - Whether Barr Engineering has other contracts with Amrize that create financial dependency - Whether Barr Engineering will benefit from future contracts if project approved

Critical Gap: Cannot evaluate potential bias without disclosure of all financial relationships.

Issue 7.3: Lead Agency Control Issues

Location: Page 7-1

Problem: States “at the direction of the City” but also states “under contract with Amrize.”

Critical Questions: - Who actually pays Barr Engineering’s invoices? Amrize or City? - Does City have authority to direct work if Amrize is paying? - What happens when City directs work Amrize doesn’t want to pay for? - How can “direction” be given by someone not party to contract?

Critical Gap: Dual relationship creates accountability gap - who is Barr ultimately answerable to?

2. Expertise Gaps and Insufficient Experience

Issue 7.4: No Specialized Expertise for Unprecedented Project

Location: Table 7-1, Entire Table

Problem: This is a project of unprecedented scale and complexity: - Largest wetland impact in Minnesota recent history - 1.6 million mussel mortality - largest ever attempted - Underwater slope stability with documented risk of failure - Cumulative impacts on Mississippi River after 70 years of prior mining

Critical Expertise Gaps: - No specialists in freshwater mussel conservation at 1.6M scale - No specialists in underwater slope stability for 100-foot deep mines - No specialists in cumulative impact assessment - No wildlife biologists specialized in Mississippi River ecosystems - No climate scientists despite significant GHG analysis - No specialists in Indigenous cultural resources beyond single staff member

Reality Check: This is like having general practitioners perform complex surgery. The team is competent generalists but lacks expertise in the specific unprecedented challenges this project presents.

Issue 7.5: Inadequate Mussel Expertise

Location: Table 7-1, Emily Grossman

Problem: Lists “Malacologist, M.S. Biology, 11 years experience” but: - This person is subcontracted from EnviroScience (not Barr employee) - 11 years experience but has there EVER been a project removing 1.6 million mussels? - M.S. in Biology is general - no

indication of specialization in Mississippi River mussels - No indication of expertise in relocation, propagation, or restoration

Critical Gap: For unprecedented mussel mortality, consultant with standard credentials may be insufficient.

Comparison: This is like consulting a pediatrician for complex heart surgery - might have relevant background but not the specialized expertise needed.

Issue 7.6: Groundwater Assignment to Junior Staff

Location: Table 7-1, Liz Evenocheck

Problem: Groundwater assigned to person with “2 years of experience.”

Critical Reality: - Alternative D requires groundwater appropriation permit for “up to 400 gallons per minute” - Project involves dewatering massive areas under river - Project involves potential PFAS and contamination concerns - Project involves complex groundwater-surface water interactions in Mississippi River backwaters

Critical Gap: Assigning to least experienced team member the most complex and potentially controversial aspect (water appropriation) of the most environmentally risky alternative.

Comparison: This is like having a medical intern perform the most complex surgery on the most critical patient.

Issue 7.7: Wildlife Impacts to Non-Expert

Location: Table 7-1, Jess Butler

Problem: One person (Jess Butler) assigned to “Vegetation, Wildlife, Aquatic Biota, Rare and Unique Natural Resources, Wetlands, Cumulative Impact Analysis.”

Critical Reality: - These are distinct disciplines requiring different expertise - Rare and unique resources typically require specialist input - Cumulative impact analysis requires specialized training and expertise - Wildlife in Mississippi River corridor requires specific knowledge of this ecosystem

Critical Gap: Assigning SIX different complex topics to single person guarantees none will receive adequate expert attention.

Reality Check: This is like one doctor simultaneously handling cardiology, neurology, oncology, orthopedics, psychiatry, and radiology - impossible to do adequately.

Issue 7.8: No Independent Peer Review

Location: Entire Chapter 7

Problem: Entire EIS prepared by single consulting firm with no indication of: - Independent peer review by other experts - Agency peer review of scientific methods - Validation of modeling assumptions - Review of conclusions by specialists in each field

Critical Gap: No quality control mechanism to catch errors or biases.

Industry Standard: Complex EISs typically receive peer review from specialists not affiliated with applicant or consultant.

3. Competency Concerns

Issue 7.9: Cumulative Impact Analysis Shared Across Multiple Generalists

Location: Table 7-1, Multiple entries

Problem: Cumulative Impact Analysis assigned to: - Jess Butler (Senior Ecologist) - primary - Tyler Conley (Environmental Scientist, 7 years) - secondary - Gina Greenleaf (Chemical Engineer) - secondary - Hagen Kaczmarek (Senior Environmental Scientist) - secondary - Veronica Parsell (Cultural Resources Specialist) - secondary

Critical Reality: - Cumulative impact analysis requires specialized expertise in: - Statistical methods - Temporal modeling - Spatial analysis - System-level dynamics - Regulatory interpretation - No one person has primary responsibility - Spread across 5 people but no cumulative impact specialist

Critical Gap: Chapter 4.15 cumulative analysis was clearly inadequate - this is why. No one had the expertise to do it properly.

Issue 7.10: Cultural Resources to Single Staff Member

Location: Table 7-1, Veronica Parsell

Problem: One person (13 years experience) assigned to: - Cultural Resources (hundreds of archeological sites) - Visual impacts - Noise impacts - Cumulative Impact Analysis

Critical Reality: - Chapter 4 documents 487 archeological sites and 147 burial mounds - Requires consultation with tribes, SHPO, OSA, MIAC - Requires evaluation of human remains disturbance potential - Requires visual modeling and noise modeling (engineering work typically) - Requires cumulative impact analysis (different skill set)

Critical Gap: Impossible for single person to adequately address all of this, especially with added burden of visual/noise/cumulative.

Issue 7.11: Contamination Assessment Split Without Coordination

Location: Table 7-1, Multiple entries

Problem: “Contamination, Hazardous Materials, and Waste” assigned to: - Jamie Bankston, PE (Vice President, 24 years) - primary - Casy Fath, PG (Geologist, 10 years) - secondary - Dan Fetter, PE (Vice President, 30 years) - secondary

Critical Issues: - Three people with different backgrounds (engineering vs. geology) - Not clear who has overall responsibility - Potential for inconsistent approaches - No indication of coordination process

Critical Gap: Chapter 6.6.1 discussion of contamination mitigation was vague - this is why. Responsibility was divided without clear leadership.

4. Qualifications Don’t Match Responsibility

Issue 7.12: Air Quality/Climate to Chemical Engineer

Location: Table 7-1, Gina Greenleaf

Problem: Air Quality, GHG Emissions, and Climate Change assigned to “Senior Chemical Engineer.”

Critical Reality: - Climate change analysis requires understanding of: - Climate science - Atmospheric physics - Regulatory policy - Emission factors and modeling - Chemical engineering background may provide some modeling skills but lacks climate science expertise - GHG emissions require understanding of LCA methodology, climate policy, emission factors for transportation/materials

Critical Gap: While chemical engineer may have relevant skills, lacks the climate policy and climate science specialization needed for comprehensive climate analysis.

Issue 7.13: Geologist Assigned Contamination

Location: Table 7-1, Casy Fath

Problem: Person with “B.S. Geology” and “M.S. Teachers in Adolescent Earth Science Education” assigned contamination/hazardous materials.

Critical Reality: - Contamination assessment requires: - Chemistry - Toxicology - Risk assessment - Environmental engineering - Geology background is relevant but insufficient - Education degree has no relevance to contamination assessment

Critical Gap: Qualifications don't align with responsibilities.

Issue 7.14: No Water Resources Specialist for Complex Hydraulics

Location: Table 7-1

Problem: Surface Water assigned to Hagen Kaczmarek (Physical Geography/Pol. Sci) and Tom MacDonald (Civil Engineering) but project requires: - Complex 2D hydraulic modeling (HEC-RAS) - Sediment transport analysis - Headcutting risk assessment - Underwater slope stability - River geomorphology

Critical Reality: - Tom MacDonald has relevant background but: - One person doing all surface water modeling for such a complex system? - Chapter 4 documented major modeling limitations and errors - No water resources engineering specialist assigned

Critical Gap: Adequacy of surface water analysis in Chapter 4 was questionable - staffing is insufficient for complexity.

5. Missing Critical Expertise

Issue 7.15: No Native American Consultation Specialist

Location: Table 7-1

Problem: Cultural resources person (Veronica Parsell) must handle tribal consultation for: - 487 archeological sites - 147 burial mounds - 4 identified traditional cultural properties - Requires consultation with multiple tribes - Requires understanding of NAGPRA - Requires understanding of cultural protocols

Critical Gap: Does not indicate whether this person has the relationships, training, and experience required for effective tribal consultation. This is not a skill set that can be learned on the job.

Regulatory Requirement: Early and continuous consultation with federally recognized tribes is required.

Issue 7.16: No Financial Assurance Expert

Location: Entire Chapter 7

Problem: No one listed as responsible for: - Reclamation cost estimates - Reclamation bond adequacy - Mitigation cost estimates - Financial assurance compliance

Critical Gap: Chapter 6 proposed extensive mitigation with no cost estimates. This explains why - no financial expertise on team.

Issue 7.17: No Mitigation Design Specialist

Location: Entire Chapter 7

Problem: No one listed as specifically responsible for: - Wetland mitigation design (433+ acres) - Mussel relocation methodology - Habitat restoration engineering - Reclamation plan engineering

Critical Gap: Chapter 6 mitigation plans are vague because no one on team has expertise in mitigation design for wetlands or freshwater mussels.

Issue 7.18: No Risk Assessment Specialist

Location: Entire Chapter 7

Problem: Project involves unprecedented risks: - Underwater slope failure - Dredge getting stuck in silt - Mitigation failure - Cumulative ecosystem collapse

Critical Gap: No one assigned to comprehensively assess these risks. Chapter 4 acknowledges risks but doesn't adequately assess probability or consequences.

6. Transparency Issues

Issue 7.19: Role Definitions Are Vague

Location: Table 7-1, Column 4 "Responsibility"

Problem: Lists like "Barr Principal in Charge" or "Barr Project Manager" but: - What does "Principal in Charge" mean in practice? - Who made final decisions? - Who was responsible for quality control? - Who was responsible for accuracy? - Who was responsible for objectivity?

Critical Gap: Cannot evaluate accountability when roles are not clearly defined.

Issue 7.20: Experience Levels Don't Guarantee Competence

Location: Table 7-1, Years of Experience Column

Problem: Lists “Years of Experience” but: - Does not indicate in what field - Does not indicate quality of experience - Does not indicate whether experience is relevant to THIS project - 35 years experience as “Administrative Assistant” not relevant to environmental assessment

Critical Gap: Years of experience don't necessarily translate to competency for unprecedented challenges.

Issue 7.21: No Disclosure of Conflicts

Location: Entire Chapter 7

Problem: Does not disclose: - Whether any preparer has financial interest in project approval - Whether any preparer has previous contracts with Amrize - Whether any preparer will benefit from future contracts if project approved - Whether any preparer has consulting relationships with City beyond this project - Whether any preparer has other clients with competing interests

Critical Gap: Cannot assess potential bias without disclosure.

7. Document Quality Issues

Issue 7.22: No Certification of Professional Conduct

Location: Entire Chapter 7

Problem: No statement that preparers: - Followed generally accepted scientific standards - Conducted analysis independently - Based conclusions on available data - Did not suppress unfavorable data - Did not exaggerate favorable data

Critical Gap: Cannot evaluate whether preparers adhered to professional standards without certification.

Issue 7.23: No Quality Assurance Statement

Location: Entire Chapter 7

Problem: No indication of: - Review procedures - Quality control measures - Fact-checking protocols - Peer review processes - Error correction methods

Critical Gap: Cannot assess reliability of analysis without quality assurance procedures.

8. Specific Preparer Concerns

Issue 7.24: Principal in Charge Is Soil Scientist, Not Environmental Assessment Expert

Location: Table 7-1, Cheryl Feigum

Problem: “Barr Principal in Charge” has PhD in Soil Science but this is an environmental impact assessment requiring: - NEPA/MEPA expertise - Ecological risk assessment - Cumulative impact assessment - Regulatory interpretation

Critical Gap: Principal in Charge should have extensive EIS preparation experience, not just technical expertise in soils.

Issue 7.25: Wetland Specialist Has No Wetland Credentials

Location: Table 7-1, Karen Wold

Problem: Lists “Wetlands” responsibility but “B.A. St. Olaf College” and “Years of Experience: 18” with no indication of: - Wetland delineation training - Functional assessment training - Mitigation design training - Wetland banking expertise

Critical Gap: For project requiring destruction of 216.7 acres of wetlands and creation of 433+ acres for mitigation, insufficient credentials.

Issue 7.26: Fisheries Biologist Has Only B.S.

Location: Table 7-1, Dave Czayka

Problem: Fisheries assigned to “Senior Aquatic Biologist” with only “B.S. Biology” and 19 years experience but: - This is Mississippi River fisheries with endangered species - Requires knowledge of migratory patterns - Requires knowledge of habitat requirements - Requires assessment of spawning disruption

Critical Gap: For project killing unknown thousands of fish and disrupting critical habitat, might need specialist with higher credentials.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

37. **Disclose Full Financial Relationships:** All contracts, past and future, between Barr and Amrize
38. **Provide Independent Review:** EIS must receive peer review from specialists not affiliated with applicant
39. **Add Expertise for Unprecedented Aspects:**
 - Mussel conservation specialist for 1.6M mortality
 - Underwater slope stability engineer for 100-foot mines
 - Wetland restoration specialist for 433+ acres creation
 - Cumulative impact assessment specialist
40. **Enhance Tribal Consultation Capability:** Dedicated specialist with relationships and training
41. **Reassign Junior Staff:** 2-year experience hydrogeologist cannot handle water appropriation for D
42. **Add Financial Expertise:** For cost estimates and financial assurance assessment
43. **Add Mitigation Design Expertise:** For wetland creation, habitat restoration
44. **Add Risk Assessment Expertise:** For comprehensive risk evaluation

Fatal Deficiencies:

- Consultants working for applicant creates inherent bias
- No independent peer review
- Insufficient expertise for unprecedented project scope
- Junior staff assigned to most complex aspects
- No specialists in critical areas (mussels, underwater slopes, wetland creation)
- Missing financial and risk assessment expertise
- Inadequate staff for cumulative impact analysis
- No disclosure of conflicts of interest

Critical Missing Information:

- What is full extent of Barr-Amrize financial relationship?
 - Are there other Barr contracts with Amrize?
 - Who will pay for mitigation if Barr's cost estimates are wrong?
 - Where is independent verification that analysis is sound?
 - Why are most qualified people not assigned to most critical impacts?
 - What quality control ensures objectivity?
 - What accountability exists if analysis proves deficient?
-

Critical Analysis: Chapter 8 - References

Executive Summary

Chapter 8 lists 150 references used in the EIS, but on detailed examination reveals critical problems: self-referential studies by the same consulting firm, outdated and superseded sources, missing citations for critical claims, reliance on internal documents not publicly available, and references to standards that don't actually support the conclusions drawn. Most critically, many references appear to be "fill" rather than substantive support for the analysis, and key claims lack proper citations entirely.

1. Self-Referential Studies Raise Credibility Issues

Issue 8.1: Multiple References to Barr Engineering's Own Work

Location: References 34, 40, 43, 49, 119, 112, 142

Problem: EIS prepared by Barr Engineering Co. cites extensively its own previous work: - Reference 34: "Barr Engineering Co. Nelson Mine Expansion Draft Environmental Impact Statement. September 2010." - Reference 40: "Barr Engineering Co. Hydraulic Modeling Summary: Nelson Mine Backwater Project. December 2023." - Reference 43: "Barr Engineering Co. 2022 CFI Pine Bend Terminal Barge Slip Sediment Characterization memorandum." - Reference 49: "Barr Engineering Co. Wetland Delineation Report: Nelson Mine Backwater. May 2022." - Reference 119: "Barr Engineering Co. Slope Stability Analysis: Nelson Mine Backwaters Project. January 2023."

Critical Reality: - Self-citation is circular - Barr validates its own previous work - No independent peer review of Barr's own studies - Previous EIS (2010) was for different project - citation implies continuity but may not be valid - Slope stability analysis (Reference 119) was done by Barr - but Barr is responsible for project - conflict of interest - Wetland delineation (Reference 49) by Barr cited as if independent assessment

Critical Gap: Can't evaluate whether citations are valid without seeing the actual documents being cited. Self-reference prevents independent validation.

Issue 8.2: Recent Barr Reports Not Publicly Available for Review

Location: References 40, 119

Problem: References to "December 2023" and "January 2023" Barr reports that: - Are not publicly available - Cannot be reviewed for accuracy - Cannot be evaluated for methodology - May be specific to this project

Critical Gap: EIS cites work products that reviewers cannot access to verify claims.

2. Outdated and Superseded References

Issue 8.3: References to 2010 EIS for 2024 Project

Location: Reference 34

Problem: “Barr Engineering Co. Nelson Mine Expansion Draft Environmental Impact Statement. September 2010.”

Critical Issues: - This was 14 years ago - Environmental conditions have changed - Regulatory requirements have changed - Current project is NOT an expansion of previous project - it’s a new project - Previous EIS would have been for different geographic area

Critical Gap: Implies continuity where none exists. Also, as an uncertified practitioner citation of one’s own prior unrelated work doesn’t count for anything.

Issue 8.4: Outdated Wetland Guidance (2010)

Location: Reference 52

Problem: “Minnesota Board of Water and Soil Resources. Comprehensive General Guidance for Minnesota Routine Assessment Methodology (MnRAM) for Evaluating Wetland Functions Version 3.4 (beta). September 15, 2010.”

Critical Issues: - This is 14 years old - Version 3.4 was beta version - likely superseded - Wetland assessment methods have evolved - Regulatory standards have changed

Critical Gap: Applying 14-year-old beta guidance to 2024 project. Current methods may differ substantially.

Issue 8.5: Outdated PMRAM Guidance (2007)

Location: Reference 54

Problem: “Milburn, Scott A., Bourdaghs, Michael and Husveth, Jason J. Floristic Quality Assessment for Minnesota Wetlands (wq-bwm2-01). s.l., St. Paul, MN : Minnesota Pollution Control Agency, May 2007.”

Critical Issues: - 17 years old - Methods likely superseded - Reference 53 cites 2014 updated version - Inconsistency - using old version alongside new

Critical Gap: Why cite 2007 version when 2014 version exists (Reference 53)?

Issue 8.6: 1994 Data Used for Current Conditions

Location: Reference 80

Problem: “Fremling, Cal R. Mississippi River Fisheries: A Case History. Cal Fremling Papers. 1989. 34.”

Critical Issues: - 35 years old - Fisheries have changed substantially since 1989 - Habitat conditions have changed - Species composition may have changed - Climate conditions have changed

Critical Gap: Using 35-year-old fisheries data to assess current impacts is scientifically invalid.

Issue 8.7: 1992 Macroinvertebrate Data

Location: Reference 92

Problem: “Kuklinska, Bozena. Macroinvertebrate Analysis Report. 1997.”

Critical Issues: - 27 years old - Macroinvertebrate community composition changes over time - Water quality conditions have changed - Using historical data without updating assessment

Critical Gap: 27-year-old biological data is inadequate for current impact assessment.

3. Missing Critical References

Issue 8.8: No References for Mussel Relocation Success

Location: Chapter 6 discusses mussel relocation but no citation provided

Problem: Chapter 6.8.1 proposes “Mussel relocation” as mitigation but: - No citations provided for any successful mussel relocation programs - No citations for relocation at 1.6M individual scale - No citations for Higgins’ eye mussel relocation - No citations for Mississippi River mussel relocation programs

Critical Gap: Proposes mitigation with no scientific basis - no references exist because this hasn’t been done successfully.

Issue 8.9: No References for Wetland Creation Feasibility

Location: Chapter 6 discusses wetland creation but no specific feasibility studies cited

Problem: Proposes creating 433+ acres of wetlands but doesn't cite: - Any successful wetland creation projects of this scale - Specific soil science studies for the area - Water availability studies - Success criteria or monitoring protocols - Cost estimates from similar projects

Critical Gap: Proposes massively expensive mitigation with no evidence it's feasible.

Issue 8.10: No References for Headcutting Prevention

Location: Chapter 4 discusses headcutting but no specific engineering solutions cited

Problem: Acknowledges headcutting risk but doesn't cite: - Engineering solutions for headcutting prevention - Case studies of headcutting control - Design standards for headcutting prevention - Riprap design specifications for underwater slopes

Critical Gap: Proposes generic "riprap" solution without engineering basis.

Issue 8.11: No References for Underwater Slope Stability Engineering

Location: Chapter 4 discusses slope stability but limited citations provided

Problem: Discusses underwater slope stability for 100-foot deep mines but doesn't cite: - Engineering standards for underwater slope angles - Case studies of underwater mine slope failures - Monitoring protocols for underwater slope stability - Emergency response procedures for underwater landslides

Critical Gap: Proposes unprecedented engineering with limited technical basis.

4. Incomplete or Inadequate Citations

Issue 8.12: "Unpublished" Data Cited Without Access

Location: Reference 82

Problem: "Minnesota Department of Natural Resources. Total Catch, Both Sites. 2008. unpublished (Nelson Mining Site, Grey Cloud Slough)."

Critical Issues: - Cannot be verified without access to unpublished data - Not peer-reviewed - 16 years old - Why is it unpublished?

Critical Gap: Citing unpublished 16-year-old data that can't be accessed for verification.

Issue 8.13: Internet Citations May Be Broken

Location: Multiple references throughout

Problem: Cites many internet URLs but: - Links may break over time - URLs are location-specific and may change - Content may be updated rendering citations stale - Can't archive offline

Critical Gap: Public reviewers may not be able to access cited materials.

Examples: - Reference 1: <https://www.mvp.usace.army.mil/Missions/Navigation/Locks-Dams/Lock-Dam-2/> - Reference 4: <https://www.dnr.state.mn.us/ecs/index.html> - Reference 11: <https://rs.umn.edu/> - Many others throughout

Issue 8.14: Email Citations Not Accessible

Location: References 44, 85

Problem: - Reference 44: "Aggregate Industries. Email to Barr Engineering Co." - Reference 85: "Minnesota Department of Natural Resources. Email to Barr Engineering Co."

Critical Issues: - Private communications not accessible to public - Cannot be reviewed for content - Cannot be verified for accuracy - May contain privileged or confidential information

Critical Gap: Basing EIS conclusions on private communications that public cannot review.

5. Questionable Source Quality

Issue 8.15: Newspaper Articles Cited as Evidence

Location: References 145, 146

Problem: - Reference 145: "Haumesser, Andrew F. In the Aggregates: Forty-two Years in the Sandbox. Society for Mining, Metallurgy & Exploration, 2023." - Reference 146: "Bornhoft, William. Solar Gardens Growing In Rosemount. Patch Media, February 27, 2017."

Critical Issues: - Reference 145 appears to be industry propaganda from mining society - Reference 146 is irrelevant to project (about solar gardens) - Newspaper articles are not peer-reviewed science - May contain biased or inaccurate information

Critical Gap: Using industry literature and irrelevant news articles as “sources” is inappropriate for scientific EIS.

Issue 8.16: Light Pollution Map Without Methodology

Location: Reference 123

Problem: “Stare, Jurij. Light Pollution Map. <https://www.lightpollutionmap.info/>.”

Critical Issues: - Online map without publication - No peer review - Methodology not documented - May be crowdsourced or unverified data

Critical Gap: Using unverified online data source for environmental analysis.

Issue 8.17: Wikipedia-Level Sources for Critical Analysis

Location: References 24, 38, 79, 88

Problem: Citing sources that are essentially fact sheets or overview websites rather than technical studies: - Reference 79: “Waterbird use of Mississippi River Pool No. 2...Draft.” - Reference 88: “Fish of the Mississippi River.” National Park Service web page

Critical Gap: Using overview pages rather than detailed technical studies for scientific analysis.

6. Inconsistencies Between References and Claims

Issue 8.18: Citations Don’t Support “Functional Replacement” Claims

Location: Throughout wetland analysis

Problem: Proposes 2:1 wetland mitigation but cites references that don’t actually support feasibility: - Reference 56 (USACE Mitigation) doesn’t state 2:1 is always achievable - Reference 57 (St. Paul District Policy) doesn’t guarantee credits available - Reference 59 (Wetland Bank Credits) documents scarcity but doesn’t address adequacy

Critical Gap: Citations don’t actually support the proposal that wetland creation will work.

Issue 8.19: Cumulative Impact References Don’t Address Project

Location: Cumulative impact analysis

Problem: References 147-150 don't actually support cumulative impact analysis: - Reference 147: "Twin Cities locks and dams scoping documents" - Reference 148: "Lower Pool 2 Channel Management Study" - Reference 149: Rosemount AUAR - Reference 150: Meta data center news article

Critical Gap: These don't establish "cumulative impact" as required - just reference other projects without integration.

Issue 8.20: Mussel Survey References Don't Support 1.6M Mortality

Location: References 88-91

Problem: Citations describe surveys but don't actually provide: - Methodology for extrapolating to 1.6M - Confidence intervals for estimates - Uncertainty quantification - Verification that assumptions are valid

Critical Gap: Surveys exist but don't support the specific claims made about mortality.

7. Missing Critical Literature

Issue 8.21: No References to Mussel Conservation Science

Location: Mussel analysis lacks foundational citations

Problem: For unprecedented 1.6M mussel mortality, should cite: - Standard textbooks on freshwater mussel biology - Conservation biology literature on species translocation - Mussel propagation and reintroduction research - Mississippi River mussel restoration case studies - Regulatory guidance from USFWS for Higgins' eye mussel

Critical Gap: Lacks foundational science necessary to evaluate proposals.

Issue 8.22: No References to Ecological Cumulative Impact Methods

Location: Cumulative impact analysis

Problem: Should cite: - CEQ guidance on cumulative impacts (40 CFR 1508.7) - Academic literature on cumulative impact assessment methodology - Case studies of cumulative impacts in river systems - Statistical methods for cumulative impact analysis

Critical Gap: Has generic citations but lacks specific cumulative impact methodology.

Issue 8.23: No References to Climate Vulnerability Assessment

Location: Climate analysis

Problem: Discusses climate change but doesn't cite: - IPCC reports - Regional climate projections for Minnesota - Vulnerability assessment methods - Climate adaptation planning guidance

Critical Gap: Climate analysis lacks scientific foundation.

Issue 8.24: No References to Financial Assurance Standards

Location: Mitigation discussion

Problem: Discusses reclamation and mitigation costs but doesn't cite: - Minnesota mining reclamation standards - Financial assurance calculation methods - Bond adequacy standards - Comparable reclamation cost studies

Critical Gap: Cannot assess adequacy of financial assurance without standards.

8. Inappropriate Use of Government Documents

Issue 8.25: Uses Draft Documents as Final

Location: References 79, 83, 121

Problem: - Reference 79: "Draft." - Reference 83: "DRAFT." - Reference 121: "Feasibility Study-DRAFT"

Critical Issues: - Draft documents are not finalized - May contain errors - Have not been through final review - Content may change

Critical Gap: Relying on draft documents for critical conclusions is inappropriate.

Issue 8.26: Circular Citation - EIS Citing Itself

Location: Throughout EIS

Problem: Future readers will cite this EIS, but it cites its own conclusions as if they were established fact. For example, if wetland delineation (Reference 49) was done for THIS project, citing it back to support THIS project is circular.

Critical Gap: Can't validate conclusions when they're supported by the same work that drew the conclusions.

9. Accessibility Issues for Reviewers

Issue 8.27: Many Citations Not Publicly Accessible

Location: Multiple references throughout

Problem: References include: - Private emails - Unpublished data - Draft documents - Internal memos - Contract reports

Critical Gap: Public reviewers cannot access these materials to verify claims.

Regulatory Requirement: NEPA requires EIS to be reviewable by public. If cited materials aren't accessible, EIS is not reviewable.

Issue 8.28: Over-Reliance on Internet URLs

Location: Heavy emphasis on online sources

Problem: URLs can: - Break - Be updated (making citations stale) - Be taken down - Require authentication

Critical Gap: Online-only citations may become inaccessible over time.

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

45. **Provide Access to Cited Materials:** All citations must be publicly accessible
46. **Eliminate Self-Referential Circularity:** Remove Barr citations of its own work unless absolutely necessary
47. **Update Outdated References:** Replace 10+ year old sources with current data
48. **Remove Unpublished Data:** Don't cite unpublished or inaccessible sources
49. **Provide Missing References:** Add citations for critical claims about:
 - Mussel relocation feasibility
 - Wetland creation feasibility
 - Slope stability engineering
 - Cumulative impact methodology
50. **Remove Irrelevant Citations:** Delete references to solar gardens and other unrelated topics
51. **Add Peer-Reviewed Sources:** Replace web pages and news articles with peer-reviewed studies

52. **Cite Regulatory Requirements:** Add proper citations for NEPA/MEPA requirements
53. **Provide Access Mechanisms:** Make hard copies available or create permanent archive
54. **Verify All URLs Work:** Check that all web links are functional and will remain so

Fatal Deficiencies:

- Heavy reliance on self-citation (Barr citing Barr)
- 14-35 year old data presented as current
- Unpublished or inaccessible sources cited extensively
- Missing citations for most critical claims
- Internet URLs that may break
- Newspaper articles and industry propaganda cited as science
- Draft documents used as if final
- Emails and private communications cited without public access

Critical Missing Information:

- Where are the scientific studies supporting mussel relocation at this scale?
 - Where are the studies supporting wetland creation of 433+ acres?
 - Where are the engineering standards for underwater 100-foot slope stability?
 - Where is the cumulative impact methodology being applied?
 - Why cite outdated data when current data exists?
 - How can the public review materials that aren't publicly accessible?
 - What happens when URLs break or are updated?
-

Critical Analysis: Appendices A-F

Executive Summary

The appendices reveal critical information not adequately addressed in the main EIS chapters, including severe deficiencies in the alternatives screening process (Appendix A), regulatory warnings about permit requirements (Appendices B & E), inadequate visual simulation documentation (Appendix C), questionable emission calculations (Appendix D), and incomplete responses to public comments (Appendix F). Most critically, the appendices confirm that critical mitigation and consultation are “to be determined” during permitting, making this Final EIS incomplete.

APPENDIX A: Alternatives Screening Report

Issue A.1: Screening Criteria Vague and Subjective

Location: Section 4, Page 4

Problem: Criteria include “Environmental Benefit” and “Socioeconomic Benefit” without definitions or quantification methods.

Critical Gap: No measurable thresholds to determine when an alternative qualifies for analysis.

Issue A.2: Purpose and Need Overly Narrow

Location: Page 337, Section 3

Problem: States “approximately 70 percent of aggregate resources in the Twin Cities metropolitan area are covered by development” and “depleted by year 2029.”

Critical Reality: - This data is from 2000 - 24 years old - Projected depletion date of “2029” is now only 5 years away - clearly outdated - Entire purpose and need based on outdated information

Critical Gap: EIS based on 24-year-old market analysis predicting crisis that may not exist.

Issue A.3: Alternative Sites Inadequately Analyzed

Location: Section 6.2.4, Pages 19-43

Problem: Analysis relies on: - Minimum 80 acres (later increased to 120 acres per MDNR recommendation) - 20-mile radius from customers - Excludes urban areas, public lands, and agricultural preserve program lands

Critical Gaps: - No analysis of sites 20-50 miles away - No analysis of sites in agricultural areas that could be purchased - No analysis of financial capacity to purchase sites - Section 6.2.4.2 creates elaborate screening maps but key constraints (like agricultural preserve enrollment) are addressable with “8 year notice” requirement

Critical Deficiency: Eliminates reasonable alternatives without demonstrating they’re truly infeasible.

Issue A.4: Coates Site Analysis Acknowledges Major Problems

Location: Pages Throughout Section 6.2.4.2

Problem: Documents for Coates alternative: - 40 homes would need to be removed - Requires Dakota County Conditional Use Permit - Requires multiple township permits - Has wetlands - Has water wells - Has buildings and infrastructure - Has hazardous liquid pipelines

Critical Gap: Lists all these problems but still considers it “viable” - should have been eliminated from detailed analysis given these constraints.

Issue A.5: Conservative Transportation Radius Limits

Location: Page 873, Section 6.2.4.1

Problem: States “20-mile radius was considered” to “limit transportation costs.”

Critical Reality: - This arbitrarily excludes many potentially viable sites - No analysis of whether customers would pay slightly more - No analysis of whether sites 25-30 miles away are truly infeasible

Critical Gap: Artificially constrains search to favor river-based alternative.

Issue A.6: Modified Scale Alternative Reduced Too Much

Location: Section 6.5.1, Page 47

Problem: Reduced scale alternative cuts footprint but still: - Destroys 180+ acres of wetlands - Kills 1.36 million mussels - Requires 433+ acres of wetland mitigation

Critical Gap: Not meaningfully different - still catastrophic.

APPENDIX B: IPaC Species List

Issue B.1: Lists Endangered Species But EIS Minimizes Impacts

Location: Throughout Appendix B

Critical Species Identified: - Higgens' eye mussel (Endangered) - Tricolored bat (Proposed Endangered) - Whooping crane - Rusty patched bumble bee (Endangered) - Monarch butterfly (Proposed Threatened) - Multiple state-listed species

Critical Gap: Appendix identifies these species but main EIS treats impacts as “potential” and “not likely to adversely affect” with vague mitigation promises.

Issue B.2: States “NOT FOR CONSULTATION” But Used in EIS

Location: Throughout Appendix B

Problem: Every page states “This resource list is for informational purposes only and does not constitute an analysis of project level impacts. NOT FOR CONSULTATION”

Critical Violation: Using document explicitly marked as “NOT FOR CONSULTATION” as basis for impact analysis in EIS violates regulatory requirements.

Issue B.3: IPaC Is Automated Tool Not Site-Specific

Location: Page 22

Problem: States “This report is an automatically generated list” based on “known or expected range of each species.”

Critical Gap: - Not based on site-specific surveys - Based on probability models - Cannot be used as definitive impact assessment

Critical Deficiency: EIS relies on automated tool outputs rather than project-specific surveys.

APPENDIX C: Visual Simulation

Issue C.1: Simulations Only From Limited Viewpoints

Location: Throughout Appendix C

Problem: Photos taken from: - Public access points - Not from private residences - Limited angles

Critical Gap: Real residences like those on River Acres Road most impacted don't have photo simulations.

Public Comment Response: EIS acknowledges "Photo points were not taken from the yards of residences in the River Acres Road area as these properties are privately owned" - but offers 2022 photos "from the water adjacent to" rather than FROM the residences.

Issue C.2: Leaf-Off Views Only

Location: Throughout Appendix C

Problem: Majority of visual simulations are "leaf-off" conditions.

Critical Gap: Doesn't show summer views when impact would be most visible.

Issue C.3: No Nighttime Visual Analysis

Location: Appendix C

Problem: EIS discusses 24-hour operation with lights but provides no nighttime visual simulation.

Critical Gap: Public comment states lights will affect view but no simulations provided.

Issue C.4: Doesn't Show Progression Over 20-25 Years

Location: Appendix C

Problem: Provides "snapshot" views but doesn't show how visual impact changes as mining progresses.

Critical Gap: Public deserves to see what their view will look like in year 5, 10, 15, 20.

APPENDIX D: Air Emissions Calculations

Issue D.1: Emission Factors May Be Outdated

Location: Page D-7

Problem: References "2008 EPA document" for emission factors.

Critical Gap: - 16 years old - Emission standards have tightened - Vehicles more efficient now

Critical Deficiency: Using outdated emission factors underestimates impacts.

Issue D.2: Doesn't Calculate Operational Emissions

Location: Throughout Appendix D

Problem: Only calculates transportation emissions, not: - Mining equipment emissions - Processing equipment emissions - Barge emissions (mentioned but not detailed)

Critical Gap: Missing major emission sources.

Issue D.3: Downplays Increase Due to Distance

Location: Page D-1

Problem: Shows Alternative D (Coates) has lower emissions (87,491 tons) than No Action (102,525 tons).

Critical Reality: But Alternative D: - Requires destroying 40 homes - Has no barge access - Would require all truck transport

Critical Gap: Transportation emissions presented without context of other massive impacts.

Issue D.4: Assumes Truck Fleet Not Controlled

Location: Page D-17

Problem: States "Holcim does not own a trucking fleet. Customers provide trucking to their facilities."

Critical Gap: Cannot mandate emission controls but proposes mitigation for trucks they don't control.

APPENDIX E: MDNR Natural Heritage Reviews

Issue E.1: Multiple Permits Required But Not Detailed

Location: All Three Letters (Alternative B, C, D)

Critical Permits Required: - “Permit to take” for endangered/threatened species - “Permit to take” for 1.6 million mussels - “Incidental Take Permits” for listed mussel species - Wetland Conservation Act permits - No “violation of Minn. Stat. 307.08” (Native burial sites)

Critical Gap: EIS doesn’t address whether these permits can be obtained or what conditions would be imposed.

Issue E.2: Surveys Required But Not Conducted

Location: Throughout Appendix E

Requirements Stated: - “Survey would be required” - “Qualified surveyor needed” - “Further surveys may be needed”

Critical Gap: Surveys NOT done for Final EIS - deferred to “during permitting.”

Regulatory Violation: Cannot complete Final EIS without required survey data.

Issue E.3: “1.6 Million Mussels” Establishes Catastrophic Impact

Location: Alternative B Review, Page 5

Problem: State clearly states “1.6 million mussels...are estimated to occupy the project area.”

Critical Reality: - This is an unprecedented kill - “Permit to take will be needed” - “Relocation” is impractical at this scale

Critical Gap: EIS doesn’t adequately address this catastrophe.

Issue E.4: Habitat Surveys Incomplete

Location: Throughout Appendix E

Problem: States repeatedly “suitable habitat exists” but doesn’t confirm presence.

Critical Gap: Cannot determine impacts without surveys.

Issue E.5: Avoidance Seasons Conflict With Operations

Location: Throughout Appendix E

Requirements: - “Avoid disturbance April 1 - July 31” for birds - “Avoid work in water April 1 - June 15” for fish - “No mowing/burning April - October” for rusty patched bumble bee

Critical Reality: - Mining occurs “early March through mid-November” - Direct conflict with required avoidance periods

Critical Gap: EIS doesn’t explain how to resolve conflict between operational needs and species protection.

Issue E.6: State-Listed Plants Require Botanical Survey

Location: Alternative B and C Reviews

Problem: Multiple endangered/threatened plants identified but states surveys needed.

Critical Gap: Surveys not done for Final EIS.

APPENDIX F: Public Comments and Responses

Issue F.1: Responses Don’t Address Core Concerns

Location: Throughout Appendix F

Common Concerns: 1. Property value impacts - “beyond RGU’s authority” 2. Burial mounds - “coordination during permitting” 3. Noise/Visual impacts - “discussed in Section X” 4. PFAS concerns - “noted”

Critical Deficiency: Responses acknowledge concerns but don’t propose solutions.

Issue F.2: Dismisses Native American Concerns

Location: Comments 6, 7, 8, 9, 10, 11, 12, etc.

Concerns Raised: - Burial mounds - Sacred sites - Cultural desecration - Need for Tribal consultation

Responses: Generic statements about “coordination during permitting” and “Section 106 compliance.”

Critical Gap: Doesn’t address spiritual/cultural impact - only legal compliance.

Issue F.3: Public Not Confident in No Burial Mounds

Location: Multiple comments

Concern: Residents believe burials exist on site.

Response: States “no evidence of burial mounds within project area” from Phase I survey.

Critical Gap: Phase I survey may be insufficient for underwater areas.

Issue F.4: Noise Measurements From 2010

Location: Comment 28.4, 38.4

Concern: Noise studies are 14 years old.

Response: States measurements valid because “operations would remain the same.”

Critical Gap: - Nearby homes have been built since 2010 - Sound attenuation may have changed - Doesn’t address that dredge will be CLOSER to homes

Issue F.5: Doesn’t Address Property Value Loss

Location: Comments 28.1, 28.6

Concern: Property values will decrease.

Response: “Beyond RGU’s authority to assess property value impacts.”

Critical Deficiency: Major concern for residents but dismissed as outside scope - inadequate response.

Issue F.6: Silt and Sediment Concerns Dismissed

Location: Comments 5.2, 28.7

Concern: Shoreline will become shallow from sedimentation.

Response: “Modeling indicates deposition is not anticipated to increase.”

Critical Gap: Doesn’t guarantee sedimentation won’t occur or what happens if it does.

Issue F.7: Rosemount Opposition to Alternative D Ignored

Location: Comment 30.1

Problem: City of Rosemount states “not supportive of any amendment to City’s zoning ordinance that would expand mineral extraction.”

EIS Response: Adds text noting Rosemount opposition.

Critical Gap: Alternative D should have been eliminated if city won’t permit it.

Issue F.8: MPCA PFAS Warnings Not Addressed

Location: Comments 31.4, 31.5, 31.6

Critical Warnings: - “Dredge material should be managed within channel itself and not moved off-site” - “Proposed expansion area abuts southern terminus of known groundwater contamination plume” - “Future NPDES permits may require monitoring and/or include effluent limits”

EIS Responses: “Comment noted” or “Will be managed in accordance with applicable regulations.”

Critical Gap: Doesn’t explain HOW PFAS will be managed or what happens if contamination discovered.

Issue F.9: National Park Service Extension Request

Location: Comment 1.1

Problem: NPS requests 7-day extension due to federal holidays reducing comment time.

Response: Extended by 15 days instead of 7.

Critical Issue: NPS is federal agency with “oversight responsibilities” - their comments needed before Final EIS should have been issued.

Issue F.10: “Too Many” vs. “Not Enough” Ready-Mix Plants

Location: Comments 32.1, 39.1

Concern: EIS implies only 3 ready-mix plants exist but there are “dozens.”

Response: “The three ready-mix plants discussed are those clients served by Nelson mine.”

Critical Clarification Needed: EIS implies supply crisis but reality is competitive market.

Issue F.11: Lake of Outstanding Biological Significance

Location: Comments throughout

Problem: Multiple comments reference this designation but EIS downplays significance.

Appendix E States: “Pool 2 of Mississippi River has been labeled a Lake of Outstanding Biological Significance.”

Critical Gap: Doesn’t adequately address why mining in “Outstanding” waterbody is acceptable.

Issue F.12: Responds to Concerns By Pointing to Other Sections

Location: Throughout Appendix F

Pattern: “Potential impacts discussed in Section X of EIS.”

Critical Deficiency: - Circular response - Doesn’t actually solve the problem - Just references back to analysis that doesn’t adequately address concerns

SUMMARY OF CRITICAL FINDINGS

Must Be Addressed Before Approval:

55. **Conduct Required Surveys:** Mussel, botanical, habitat surveys required by MDNR but not done
56. **Obtain Required Permits:** Cannot approve without knowing whether permits obtainable
57. **Update Market Analysis:** 2000 data predicting 2029 crisis is outdated
58. **Expand Alternative Site Search:** 20-mile radius is arbitrary - analyze sites further away
59. **Address Property Value Impacts:** Major concern for residents
60. **Resolve Burial Mound Concerns:** Tribal consultation and surveys needed
61. **Provide Complete Mitigation Plans:** “To be determined” is insufficient
62. **Calculate ALL Emissions:** Operational emissions missing
63. **Update Visual Simulations:** From actual residences, nighttime, all seasons
64. **Respond to Public Concerns Substantively:** Not just “discussed in Section X”

Fatal Deficiencies:

- Multiple surveys required but deferred to “during permitting”
 - Permits required but existence and conditions unknown
 - Public comments not adequately addressed
 - Alternative sites inadequately searched
 - Market data 24 years old
 - Property value impacts ignored
 - Tribal concerns dismissed
 - Mitigation “to be determined” makes EIS incomplete
-

From: [Daniel Elder](#)
To: [Environmental Impact Study](#)
Cc: [Emily Schmitz](#); [Wayne Sandberg](#); [Frank Ticknor](#); [Lyssa Leitner](#); [Connor Schaefer](#); [Georgia Eilertson](#); [Emma.Dvorak@metc.state.mn.us](#)
Subject: Washington County Comments Nelson Mine Backwaters Project EIS
Date: Tuesday, October 28, 2025 3:34:25 PM
Attachments: [Outlook-bkbffsyv.png](#)
[Washington County Comments Nelson EIS.pdf](#)

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

Hello,

I have attached Washington County's comments for the Nelson Mine Backwaters Project EIS. If you have any questions please reach out.

Thanks,

Daniel Elder | Planner II
Washington County Public Works Department
11660 Myeron Road North, Stillwater, MN 55082
Office: 651-430-4307
Rooted in Connection, Growing with Direction

 [Book time to meet with me](#)

Notice of Email Domain Name Change

- Note that this email address has changed to @washingtoncountymn.gov. Please update your contacts
- Washington County is in the process of changing employee email addresses from co.washington.mn.us to washingtoncountymn.gov

Washington County appreciates the opportunity to provide comments on the Final Environmental Impact Statement (EIS) for the Nelson Mine Backwater Project. The County values the importance of careful evaluation and transparent communication regarding this project, particularly given its potential impacts on the local environment, community, and recreational opportunities. Washington County previously participated as a member of the Technical Advisory Committee (TAC) and appreciates the opportunity to provide formal comments on the EIS. Our comments only apply to the alternatives presented in Washington County.

Grey Cloud Island Regional Park Master Plan

The County acknowledges the City's response that federal consultation under Section 106 will occur during U.S. Army Corps of Engineers permitting. Given the cultural and historic significance of Lower Grey Cloud Island, the County recommends that the RGU continue proactive coordination with affected Tribal Historic Preservation Offices (THPOs) prior to federal consultation.

The County reiterates the need for a detailed shoreline reclamation and restoration plan. Without this information, the County cannot evaluate long-term compatibility with future park development and scenic quality objectives. Examples may include:

- Specific design standards for shoreline stabilization, vegetation restoration, and visual mitigation of industrial features such as the conveyor and transfer channel.
- A timeline for reclamation activities linked to phased mining operations.

The County reiterates the need for a comprehensive natural resource inventory. This would establish a baseline for reclamation and habitat restoration objectives. The County requests that the FEIS include a commitment to conduct this inventory and share results with the County and relevant agencies. The County requests the FEIS identify a clear framework for monitoring, compliance, and enforcement. Specifically:

- Identification of the lead agency responsible for oversight during reclamation.
- Required frequency and content of progress reports and site inspections.
- Mechanisms for public transparency.

The County appreciates that Section 4.15.2 has been updated per previous comments. The County requests continued acknowledgment in subsequent permitting documents that the project area is within the future influence area of a planned regional park, and that visual, ecological, and cultural restoration be aligned with long-term regional park objectives.

Mitigation of Visual Impacts

The County reiterates that early integration of visual mitigation into project design is essential.

Public Information and Signage

The County supports the City's intent to coordinate on safety and access management.

Transportation

The proposed project indicates that there will not be an increase in traffic on Washington County roads. The County remains committed to ensuring safe and sustainable transportation infrastructure, and this analysis confirms that current traffic conditions will be maintained.

As such, Washington County Public Works has no comments regarding the EIS other than that Washington County supports responsible aggregate mining in the local area. Aggregate resources are essential for maintaining and developing our region's infrastructure, and the County recognizes the importance of balancing economic development with environmental stewardship.

Washington County Public Health and Environment

Washington County encourages further study of the following items during the permitting process in regards to mining activity in the Mississippi River: mining BMPs for differing flow patterns as well as the long-term impacts of altered water flow, increased TSS, and turbidity on aquatic habitat quality.

The Groundwater Atlas of Washington County, Minnesota identifies portions of the existing and proposed project area as having high pollution sensitivity. Proper precautions should be taken in areas with high pollution sensitivity.

The county encourages ongoing and meaningful engagement with Native American tribes on this project. Thank you for the opportunity to review the Amrize Nelson Quarry EIS.

If you have any questions, please get in touch with me at 651-430-4307 or daniel.elder@washingtoncountymn.gov

Sincerely,



Daniel Elder
Planner II

Cc (email only):

Wayne Sandberg, Public Works Director/County Engineer

Frank Ticknor, Deputy Director of Public Works

Lyssa Leitner, Public Works Planning Director

Connor Schaefer, Senior Planner

Georgia Eilertson, Planner, Public Health and Environment

Emma Dvorak, Senior Planner, Metropolitan Council

From: [Christine Fugate](#)
To: [Environmental Impact Study](#)
Subject: EIS Letter Fugate
Date: Tuesday, October 28, 2025 10:43:20 PM
Attachments: [EIS Letter Fugate .pdf](#)

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Dear Ms. Emily Schmitz,

I have included a letter regarding comments and concerns over the proposed Nelson Mining Expansion off Lower Grey Cloud Island. Please let me know if there is trouble with document.

Thank you,
Christine Fugate

October 26, 2025

Ms. Emily Schmitz
Community Development Director
12800 Ravine Pkwy S,
Cottage Grove, MN 55016

To Ms. Emily Schmitz,

My name is Christine Fugate, I live at 10655 Grey Cloud Trl S. I live off the Grey Cloud Slough/Channel. I have many concerns over mining in the Mississippi River near Grey Cloud Island. I have spent most of my life living near the Mississippi River. I witnessed the Great Flood of 1993, while living in Quincy, Illinois. I witnessed the catastrophe of when the levees broke in West Quincy and a barge escaped to collide with an Aerco gas station on July 16, 1993, creating black smoke and fire clouds over a mile high. I spent ten years as a utility worker and representative of a major natural gas and electricity provider. I became well-informed on the environment and how extracting natural resources can have negative, damaging, and often detrimental and irreversible impacts on water systems, even when regulations are strictly followed.

I have strong concerns over pollution and the release of toxins from disturbing sediments in the river, especially in an area that is already compromised with concerning high levels of PFAS per the MN watershed reports from the Minnesota Pollution Control Agency. The Minnesota Department of Health reported in July of 2023 that Pool 2 of the Mississippi River (the area from St. Paul to Hastings) was one of two areas in the metro area that children and pregnant women should absolutely not eat fish from due to PFAS, PCBs, and mercury. Even healthy adult men should not eat more than one fish per month from Pool 2.

I also have concerns over fuels, oils, and other pollutants from the equipment that will be needed to mine the area. Machines break, and these pollutants leak, spill, and contaminate. You can only plan so much for a natural disaster and flooding. With climate change, these disasters are getting harder to predict, and much more frequent. What happens if a boat or barge goes rogue and crashes, or if another plane crashes near the mine like it did on September 15, 2020? What's the plan if an F3, 4 or 5, tornado strikes the mining facility? We're talking about a 20-25 year plan for mining. I don't think its a matter of "if" but "when" a disaster costing millions of dollars to fix,

usually paid by tax payers, will happen. What's the plan to fix the area after mining? Who's going to fix it? Taxpayers?

A note on noise. I saw mention in an earlier document that there had been "no noise complaints".

I live about a mile from the current mining location on the Lower Grey Cloud Island. Noise is an issue. We've all accepted it knowing that there wasn't anything we could do to change it, and that the current mining situation would be ending soon. It has never occurred to any of us to report on it, or even who we would contact to complain about it.

My husband loves to sleep with the windows open in summer. Every night you hear the sound of large chains moving equipment and, my guess, some sort of large conveyer belt. If that wasn't loud enough to keep you awake, you will definitely be woken up a few times a week, usually between 12AM and 3AM, by large crashing sounds. I swear, I even heard demolition explosions at night, a few times, coming from the area.

I can't imagine that would be appealing to the luxury homes being built at Mississippi Landing. With the current plan to add 400 homes at Mississippi Landing, and a possible 300 homes rumored for the island. Housing prices could be greatly impacted.

Everything you read about river mining tells you how dangerous it is to the environment and how when something goes wrong, the damage is often permanent in destroying ecosystems. Minnesotans have worked for decades to improve these waters. Just because a company promises to do everything it can to make it safe, all so they can turn a profit, often at the expense of tax payers, doesn't make it right. Cottage Grove will need to decide if its going to choose its people and its plans for housing in the area, or an industry that by design, destroys whatever it touches.

Sincerely yours,

Christine Fugate

From: [Kent Byrne](#)
To: [Environmental Impact Study](#)
Subject: Nelson Backwaters Mining Project
Date: Tuesday, October 28, 2025 5:43:03 PM

You don't often get email from kent.byrne@yahoo.com. [Learn why this is important](#)

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

My wife and I built our home on River Acres Rd in 1993. Looking out over the river we realized the tranquility beauty and wildlife of this area. I believe that all of that and more will be lost if this project is allowed. I strongly ask the City of Cottage Grove to put a stop to it NOW!

Kent Byrne
kent.byrne@yahoo.com

From: [Sue Chamberlain](#)
To: [Environmental Impact Study](#)
Subject: Comments on Final EIS
Date: Tuesday, October 28, 2025 11:55:30 PM
Attachments: [FinalEIS comments Oct 28.pdf](#)

You don't often get email from chamberlainsue@gmail.com. [Learn why this is important](#)

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

Please see the attached letter regarding the Final EIS report.

Thank you for your consideration.

Sue Chamberlain

October 28, 2025

Attn: Emily Schmitz, Community Development Director
City of Cottage Grove, MN

RE: Final EIS Comments on proposed Nelson Backwaters Project

After thoroughly reading the public comments and responses in Appendix F of the Final EIS report, I was very much dismayed to read that most of the responses to serious issues that are lacking in the EIS report were answered by the words “although no further studies are planned during the EIS process, additional studies could be required during the federal and state permitting process.”

My comment letter to the draft EIS report raised 34 areas of concern that were either inadequate or lacking in areas that have not provided enough information regarding the consequences of mining down into the Mississippi River and THAT answer to most of my concerns is what I received as a response for most of my questions raised? This EIS report that the City Council of Cottage Grove is supposed to vote on Nov 5 is a crucial document to provide information for a host of agencies that will determine the future of this project and it is simply “kicking the can” down the street to wait and figure out major environmental issues with regard to mining into the river.

I ask you, how in the world can the City Council of Cottage Grove even think of agreeing to/passing such an EIS report with major areas of unknown consequence with regard to digging a 200 foot deep mine into the river? No details for how the barrier berms will be constructed to contain the mining area without risking great impact on the water flow of the river or great erosion; no detailed plan whatsoever of how to restore the 216 acres of pristine, protected wetlands that will be destroyed, not to mention what the cost would be to restore in 20-30 years time. Where is the financially secured funding that this company is going to provide for the reclamation at the end of life of this mining project? What about funding for any liability claims and/or natural resource damage that could potentially happen during the operation of this mine? What if some city south on the river is detrimentally impacted and decide to sue the City of Cottage Grove for allowing this mine to operate in the Mississippi River? Or sue the State of Minnesota? To mine into the Mississippi River and desecrate this beautiful, pristine area of wildlife will have negative, lasting impacts for generations to come—all for the greed of a mining company.

Also, still lacking in this report is any vital study of underwater noise created from the mining and its' detrimental impact to the aquatic life of the river and the surrounding wildlife. Since I used the word "bedrock" mistakenly in my comments rather than "digging aggregate" my entire comment was disregarded. This is a huge area of study missing from the final EIS report.

Moreover, this is a "new" mine of nonmetallic material and as such, is illegal by state law. This mining company is trying to use "smoke and mirrors" to cover over the fact that their original contract is ending when the currently mined aggregate runs out. They propose to physically move to a new geographical location...it is NOT simply expanding the current mining operations as they want everyone to believe.

The Mississippi River is a federally mandated public waterway. This mining company thinks that it can "privatize" almost 300 acres of the Mississippi River for its' own use...to make money...who cares that they will forever ruin Pool 2 and not allow the public to enjoy and use the river for recreational purposes; fishing, hunting, kayaking, bird watching, enjoying the beautiful serenity of the area...as Native Americans did thousands of years ago.

I ask each member of the City of Cottage Grove Council and Mayor Bailey to ask themselves if they can, in good conscience, decide to desecrate the mightiest river in America by allowing this EIS report to be voted through. They have the power, right now, to stop this travesty from happening to our Mississippi River. A river that we, as citizens of Cottage Grove, are so fortunate to live near and enjoy its' beauty.

Thank you for your time and serious consideration regarding the dire inadequacies and incompleteness of this final EIS report.

Citizen of Cottage Grove,

Sue Chamberlain
8151 River Acres Road
Cottage Grove, MN 55016

,



City Council Action Request

7.T.

Meeting Date 11/5/2025

Department Engineering

Agenda Category Action Item

Title Summers Landing 5th Addition Final Streets - Final Payment

Staff Recommendation Adopt Resolution 2025-158 approving the final payment in the amount of \$10,966.90 to OMG Midwest, Inc. dba Minnesota Paving & Materials for the Summers Landing 5th Addition Final Street Improvements Project.

Budget Implication \$10,966.90 - Project Assessments

Attachments

1.	Summers Landing 5th Addition Final Street Improvements _Closeout Letter
2.	Summers Landing 5th Addition Final Street Improvements _Pay Request 2 _Final
3.	Final Payment
4.	Summers Landing 5th Addition Final Street Improvements _IC134s & LWs



Stantec

Stantec Consulting Services Inc.

2080 Wooddale Drive Suite 100, Woodbury MN 55125-2920

October 13, 2025

Paul Sponholz, PE
City Engineer
City of Cottage Grove
10875 Ideal Avenue S
Cottage Grove, MN 55125-2920

Re: Summers Landing 5th Addition Final Street Improvements
City of Cottage Grove
Stantec Project No. 193805197

Dear Paul,

Transmitted herewith is Payment No. 2/Final, IC-134 forms, and Lien Waivers for the Summers Landing 5th Addition Final Street Improvements. The work on this project has been satisfactorily completed by Minnesota Paving & Materials and we recommend final payment in the amount of \$10,966.90 at this time. The final pay request releases the project retainage in full.

The awarded contract amount was \$233,967.00. There were no change orders for this project. The final amount for this project is \$219,338.04 which is \$14,628.96 under the contract amount.

If you have any questions regarding this project, please feel free to call me at 651-248-7079.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink that reads "Dave R. Sanocki".

Dave Sanocki
Project Manager
Dave.Sanocki@Stantec.com

Attachment: Pay Request No. 2/Final
Project IC-134 Forms and Lien Waivers



Owner:	City of Cottage Grove, 12800 Ravie Pkwy. S., Cottage Grove, MN 55016	Date:	October 9, 2025
For Period:	11/27/2024 to 10/09/2025	Request No:	2/Final
Contractor:	OMG Midwest, Inc., 14475 Quiram Dr., Rogers, MN 55374		

CONTRACTOR'S REQUEST FOR PAYMENT
SUMMERS LANDING - 5TH ADDITION FINAL STREET IMPROVEMENTS
STANTEC PROJECT NO. 193805197

SUMMARY

1	Original Contract Amount		\$	233,967.00
2	Change Order - Addition	\$	0.00	
3	Change Order - Deduction	\$	0.00	
4	Revised Contract Amount		\$	233,967.00
5	Value Completed to Date		\$	219,338.04
6	Material on Hand		\$	0.00
7	Amount Earned		\$	219,338.04
8	Less Retainage 0%		\$	0.00
9	Subtotal		\$	219,338.04
10	Less Amount Paid Previously		\$	208,371.14
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	2/Final	\$	10,966.90

Recommended for Approval by:

STANTEC

Sanocki, Dave

Digitally signed by Sanocki,
Dave
Date: 2025.10.09 14:47:00 -05'00'

Approved by Contractor:

**OMG MIDWEST, INC. DBA MINNESOTA PAVING AND
MATERIALS**

Luke Tulip

3BBF3D8A8B2B6155FB62379CF08B4831

readysign

Approved by Owner:

CITY OF COTTAGE GROVE

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	MOBILIZATION	LS	1	20000.00	1	1	\$20,000.00
2	TRAFFIC CONTROL	LS	1	11500.00	1	1	\$11,500.00
3	REMOVE BITUMINOUS WEDGE	SY	5900	3.00	5900	5900	\$17,700.00
4	SAWING BITUMINOUS PAVEMENT	LF	200	0.01	14.23	14.23	\$0.14
5	REMOVE AND REPLACE BITUMINOUS STREET	SY	1000	10.00	0	0	\$0.00
6	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	LF	660	56.00	615	615	\$34,440.00
7	REMOVE AND REPLACE 6 INCH CONCRETE SIDEWALK	SY	180	102.00	179.75	179.75	\$18,334.50
8	VIRGIN WEAR COURSE - 1.5" TYPE SP 9.5 WEARING COU	TN	880	105.00	886.08	886.08	\$93,038.40
9	BITUMINOUS MATERIAL FOR TACK COAT	GL	460	2.00	350	350	\$700.00
10	ADJUST MANHOLE CASTING (CAST IRON MANHOLE ADJUSTING RING)	EA	23	375.00	23	23	\$8,625.00
11	ADJUST VALVE BOX	EA	6	450.00	6	6	\$2,700.00
12	STORM DRAIN INLET PROTECTION	EA	37	160.00	39	39	\$6,240.00
13	STREET SWEEPER WITH OPERATOR	HR	30	50.00	3	3	\$150.00
14	TOPSOIL BORROW (LV)	CY	16	180.00	16	16	\$2,880.00
15	SODDING	SY	150	30.00	101	101	\$3,030.00
TOTAL BASE BID							<u>\$219,338.04</u>
TOTAL BASE BID							\$219,338.04
WORK COMPLETED TO DATE:							<u>\$219,338.04</u>

PROJECT PAYMENT STATUS

OWNER CITY OF COTTAGE GROVE

STANTEC PROJECT NO. 193805197

CONTRACTOR OMG MIDWEST, INC. DBA MINNESOTA PAVING AND MATERIALS

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	08/01/2024	11/26/2024	208,371.14	10,966.90	219,338.04
2/Final	11/27/2024	10/09/2025	10,966.90		219,338.04

Material on Hand

Total Payment to Date		\$219,338.04	Original Contract	\$233,967.00
Retainage Pay No. 2/Final			Change Orders	
Total Amount Earned		\$219,338.04	Revised Contract	\$233,967.00

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION 2025-158

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$10,966.90 TO OMG MIDWEST, INC. DBA MINNESOTA PAVING &
MATERIALS FOR THE SUMMERS LANDING 5TH ADDITION FINAL STREET
IMPROVEMENTS PROJECT**

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

WHEREAS, the original total contract amount was \$233,967.00. The final construction cost was \$219,338.04, which is \$14,628.96 less than the contract amount. The reduced construction cost was due to a decrease in the quantity of material needed; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$10,966.90 is paid to OMG Midwest, Inc. dba Minnesota Paving & Materials for the final payment for the Summers Landing 5th Addition Final Street Improvements Project.

Passed this 5th day of November, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-069-430-240
Submitted Date and Time:	10-Oct-2025 8:44:21 AM
Legal Name:	OMG MIDWEST INC
Federal Employer ID:	33-1189877
User Who Submitted:	Rachel_Weidenbacher
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	133115904
Minnesota ID:	9215290
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634150
Project Begin Date:	23-Sep-2024
Project End Date:	29-Nov-2024
Project Location:	SUMMERS LANDING 5TH FINAL STREETS COTTAGE GROVE
Project Amount:	\$219,338.04

Subcontractor Summary

Name	ID	Affidavit Number
C R FISCHER & SONS INC	1605604	496840704
MID STATE RECLAMATION INC	1719563	201011200

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-651-992-032
Submitted Date and Time:	18-Sep-2025 3:24:26 PM
Legal Name:	C R FISCHER & SONS INC
Federal Employer ID:	41-1716349
User Who Submitted:	crfischer
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	496840704
Minnesota ID:	1605604
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634150
Project Begin Date:	16-Sep-2024
Project End Date:	31-Oct-2024
Project Location:	SUMMERS LANDING 5TH FINAL STREET COTTAGE GROVE
Project Amount:	\$50,631.01
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT

DATED 9/18/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$50,631.01
from OMG Midwest, Inc. dba Minnesota Paving & Materials

CHECK ONLY ONE:

- 1) _____ as partial payment for labor, skill and material furnished
- 2) x as payment for all labor, skill and material furnished or to be furnished (except the
sum of \$5,927.61 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished
to the following:

JOB # 634150

JOB NAME: Cottage Grove Summers Landing 5th Final Streets

CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record
mechanic's liens against said real property for labor, skill or material furnished to said real
property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is
checked). The undersigned affirms that all material furnished by the undersigned has been paid
for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is
executed by a corporation it
must be signed by an officer,
and if executed by a partnership,
it must be signed by a partner.

CR Fischer & Sons, Inc.

By

Sara Obrense
Treasurer

(Title)

Weidenbacher, Rachel (Minnesota Paving & Materials)

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Wednesday, September 10, 2025 7:29 AM
To: juliao@midstatecompanies.com
Subject: Your Recent Contractor Affidavit Request

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

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

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-964-576-736
Submitted Date and Time:	10-Sep-2025 7:28:50 AM
Legal Name:	MID STATE RECLAMATION INC
Federal Employer ID:	39-1727526
User Who Submitted:	Juliao
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	201011200
Minnesota ID:	1719563
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634150
Project Begin Date:	13-Sep-2024
Project End Date:	13-Sep-2024
Project Location:	SUMMER LANDING
Project Amount:	\$5,602.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

How to View and Print this Request

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

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51961

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 9/16/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$5,602.00
from OMG Midwest, Inc. dba Minnesota Paving & Materials

CHECK ONLY ONE:

- 1) _____ as partial payment for labor, skill and material furnished
- 2) _____ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$0.00 retainage or holdback).
- 3) x as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634150

JOB NAME: Cottage Grove Summers Landing 5th Final Streets

CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Midstate Reclamation, Inc.

By Mike J Swing

GM
(Title)



City Council Action Request

7.U.

Meeting Date 11/5/2025

Department Engineering

Agenda Category Action Item

Title Pine Hill Elementary - Encroachment Agreement

Staff Recommendation Approve the Encroachment Agreement for Independent School District 833, Pine Hill Elementary School located at 9015 Hadley Avenue South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

Budget Implication N/A

Attachments	1.	Memo - Pine Hill Elementary Encroachment Agreement 2025-10-29
	2.	Encroachment Agreement - signed

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

From: Paul Sponholz, PE, City Engineer

Date: October 29, 2025

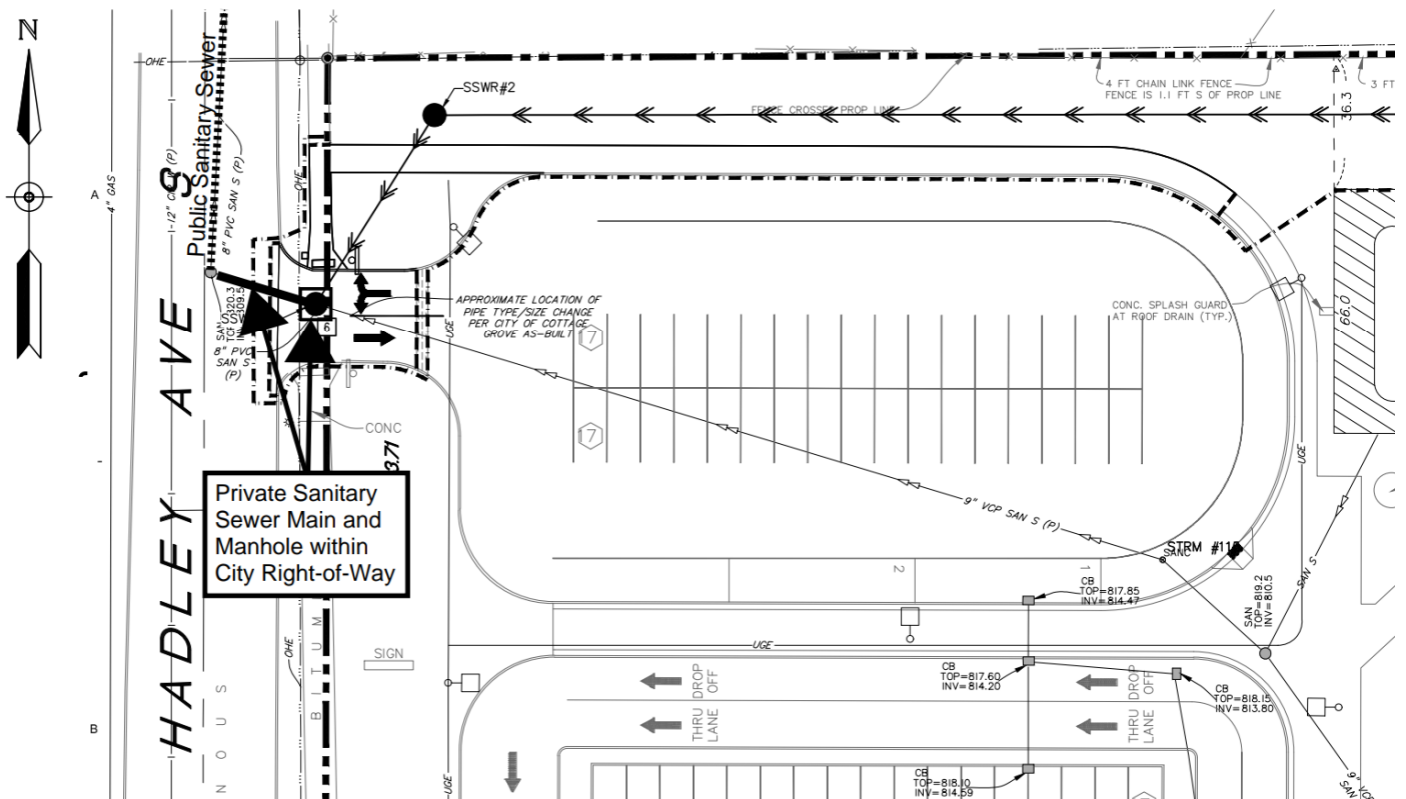
Re: Pine Hill Elementary School, 9015 Hadley Ave. S. – Encroachment Agreement

Background

The Independent School District 833 is making improvements at Pine Hill Elementary School. The improvements include the installation of a sanitary manhole that will be within the right-of-way of Hadley Avenue South. There also is an existing sanitary sewer pipe within the Hadley Avenue South right-of-way that services this property only. The encroachment agreement clarifies that this is also part of the private sanitary service dedicated to this property. The improvements are required to service the new expansion areas and comply with Minnesota Plumbing Code. The figure below shows the encroachment area.

LEGEND:

- Public Sanitary Sewer Main
- Developer Improvements (Private Sanitary Sewer Main)
- ◼ Developer Improvements (Private Sanitary Manhole)



Discussion

The agreement defines the responsibilities during construction and the maintenance of these developer improvements after construction. Independent School District 833 has approved and signed the attached encroachment agreement. This agreement will be recorded to the property.

Recommendation

It is recommended that the City Council approve the Encroachment Agreement for Independent School District 833, Pine Hill Elementary School located at 9015 Hadley Avenue South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

**AGREEMENT RELATING TO DEVELOPER IMPROVEMENTS ON
A PORTION OF HADLEY AVENUE RIGHT OF WAY
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS AGREEMENT ("Agreement") is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and Independent School District 833, a Minnesota public corporation ("Developer"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.2. City. "City" means the City of Cottage Grove, a Minnesota municipal corporation.

1.3. City Property. "City Property" means the right-of-way dedicated as Hadley Avenue South, located in the City of Cottage Grove, Washington County, Minnesota.

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

1.5. Encroachment Area. "Encroachment Area" means the real property, legally described on Exhibit A, attached hereto and incorporated herein, to be used by Developer for Developer Improvements.

1.6. Developer. "Developer" means Independent School District 833, a Minnesota public corporation.

1.7. Developer Improvements. “Developer Improvements” means Developer’s private manhole, sanitary sewer service line, and related improvements which will be located in the Encroachment Area on City Property, depicted on Exhibit B attached hereto and as detailed on the Construction Plan.

1.8. Developer Property. “Developer Property” means the real property located in the City of Cottage Grove, Washington County, Minnesota legally described on Exhibit C, attached hereto and incorporated herein.

1.9. Maintain. As used in this Agreement with respect to the Developer 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. Developer owns Developer Property.

2.2. Developer Property will require encroachment on City Property for Developer Improvements so that the Developer Property can have reasonable access to the existing City sanitary sewer main located in City Property.

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

ARTICLE 3 **AGREEMENTS**

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

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

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

3.2. City Not Responsible For Developer Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Developer 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 Developer Improvements. The Developer Improvements are subordinate to the rights of the City in the Encroachment Area.

3.5. Risk Of Loss. Developer understands and agrees that the Developer Improvements within the Encroachment Area may be adversely affected by damage caused to Developer 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 Developer for such events. Developer assumes the risk of installing the Developer Improvements in the Encroachment Area.

3.6. Developer To Bear Cost Of Relocating Developer Improvements. The City is responsible for the repair and maintenance of the City Property in the Encroachment Area.

The City may require the Developer at the expense of the Developer to temporarily remove and subsequently replace the Developer Improvements in the City Property in order for the City to gain access to the City Property for the purpose of inspecting, repairing, maintaining, or replacing any improvements or adding future City improvements in the Encroachment Area.

If the Developer does not perform such tasks, the City may perform such tasks and in such case the Developer shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send a notice to the Developer and allow the Developer twenty (20) days from the date of the written notice to perform the tasks. If the Developer has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. 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 Developer. The Developer 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 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 billings within the City.

3.7. 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 Developer may perform the work and in such case the Developer 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 Developer. The Developer 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.

3.8. Remedies. If the Developer 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 Developer fails to make payments under Section 3.6 or 3.7, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Developer 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 Developer waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Developer Property.

Further, as an alternate means of collection, if the written billing is not paid by the Developer, the City, without notice and without hearing, may specially assess the Developer Property for the costs and expenses incurred by the City. The Developer 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 Developer Property. The Developer waives any appeal rights otherwise available pursuant to Minnesota Statute §429.081. The Developer 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 Developer 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.

3.9. Indemnification. The Developer 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 Developer Improvements;
- (b) Installation and maintenance of the Developer Improvements;

- (c) Failure by the Developer 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 Developer Improvements.

3.10. Limitation on Liability. Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Act. The total liability of all third-party claims arising out of a single occurrence shall not exceed the limit set forth for each Party. The limits of liability for the undersigned Parties may not be added together to determine the maximum amount of liability for any one party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466.

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

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

3.13. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Developer Property and the Encroachment Area.

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

3.15. 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.

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

3.17. 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.

3.18. 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.

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

If to 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 East 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 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

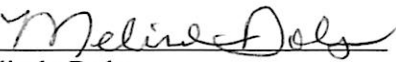
STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

**DEVELOPER:
INDEPENDENT SCHOOL DISTRICT 833**

By: 
Kathleen Schwartz
Its School Board Chair

By: 
Melinda Dols
Its School Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this 23 day of October, 2025, before me a Notary Public within and for said County, personally appeared Kathleen Schwartz and Melinda Dols, to me personally known, who being by me duly sworn, each did say that they are respectively and, the School Board Chair and School Board Clerk of Independent School District 833, the entity named in the foregoing instrument, and that the said instrument was signed on behalf of said entity by authority of its School Board and said School Board Chair and School Board Clerk acknowledged said instrument to be the free act and deed of said entity.


Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive Suite 300
Eagan, MN 55121
(651) 451-1831

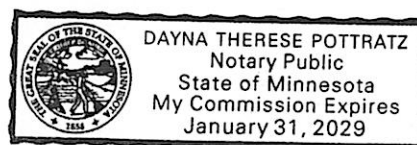


EXHIBIT A
LEGAL DESCRIPTION OF ENCROACHMENT AREA

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

PID:

LEGEND:

Public Sanitary Sewer Main

Developer Improvements (Private Sanitary Sewer Main)

Developer Improvements (Private Sanitary Manhole)

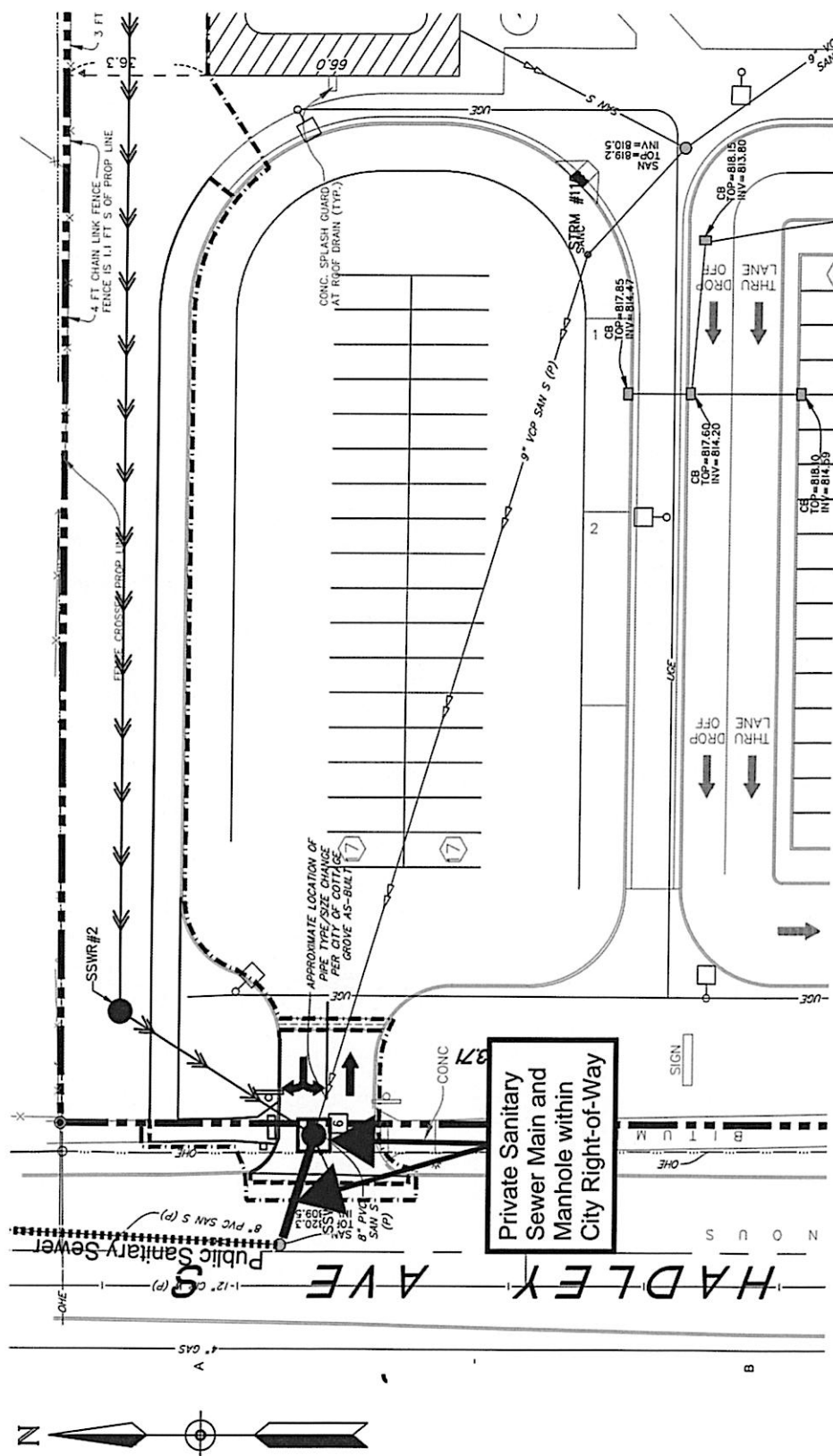


EXHIBIT C
LEGAL DESCRIPTION OF DEVELOPER PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

The North Six Hundred Twenty-eight and Ninety-three Hundredths (628.93) feet of the West Seven Hundred Twenty-five and Sixty Hundredths (725.60) feet of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty (20), Township Twenty-seven (27) North, Range Twenty-one (21) West, subject to Cherry Avenue on and across the Westerly Thirty-three (33) feet thereof, containing 10.476 acres, more or less.

PID: 20.027.21.22.0002

Abstract Property



City Council Action Request

7.V.

Meeting Date 11/5/2025

Department Community Development

Agenda Category Action Item

Title Roers Amended Retaining Wall Easements

Staff Recommendation 1) Approve the amended and restated temporary easement agreement with Roers Cottage Grove Apartments LLC for the construction of a retaining wall. 2) Approve the amended and restated permanent easement agreement with Roers Cottage Grove Apartments LLC for retaining wall improvements.

Budget Implication N/A

Attachments

1.	Roers Amended Easement Agreements CC Memo
2.	Roers Temp Construction Easement Agreement
3.	Roers Permanent Easement Agreement

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

FROM: Samantha Pierret, Senior Planner

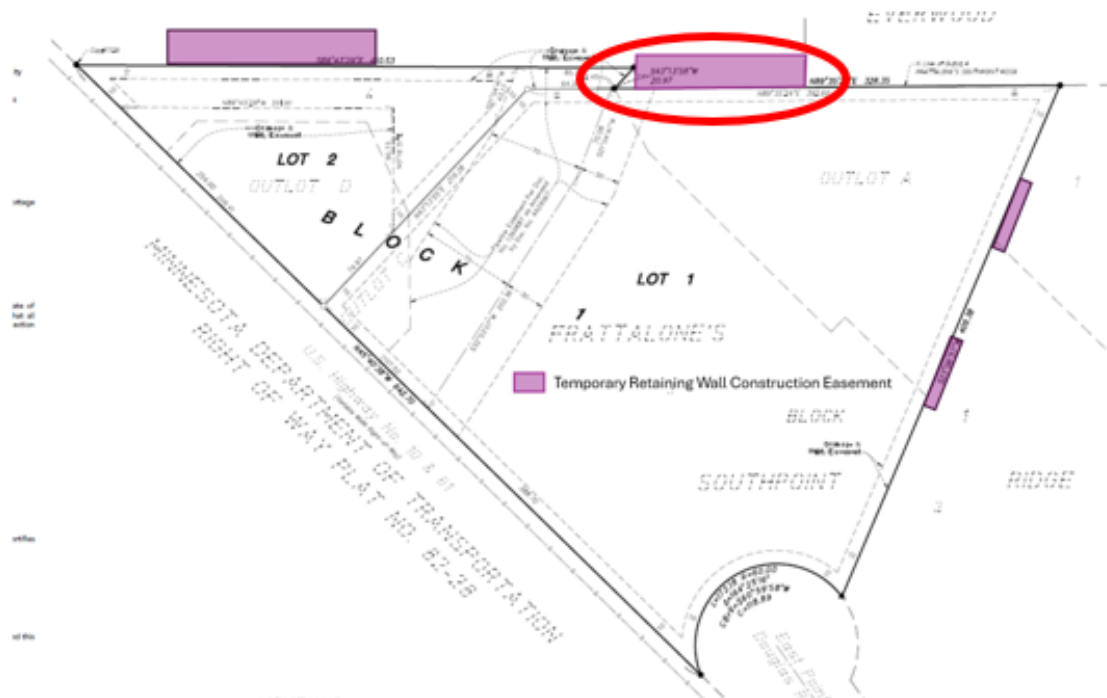
DATE: October 29, 2025

RE: Roers Amended Retaining Wall Easements

Discussion

Roers Companies was approved for a preliminary and final plat (Camel's Hump Addition), site plan review, and Planned Unit Development for a 144-unit apartment building at 6850 East Point Douglas Road on January 17, 2024 (Resolutions 2024-006 and 2024-007). A revised site plan was approved on December 18, 2024 (Resolution 2024-191). On September 3, 2025, the Council approved the creation of various easements for the project, including a permanent retaining wall easement and a temporary easement for the construction of the retaining wall.

Upon review and revision of retaining wall construction plans, it was determined by the developer's engineers that additional area is needed for the retaining wall structural components and the temporary construction area. The additional easement areas needed to encompass a few feet of length and width; however, the original easements were recorded on October 7, 2025; therefore, the amended and restated easements require Council approval.



Amended Temporary Construction Easement



Amended Permanent Retaining Wall Easement

Recommendation

1. Approve the amended and restated temporary easement agreement with Roers Cottage Grove Apartments LLC for construction of a retaining wall.
2. Approve the amended and restated permanent easement agreement with Roers Cottage Grove Apartments LLC for retaining wall improvements.

**AMENDED AND RESTATED TEMPORARY EASEMENT FOR CONSTRUCTION
PURPOSES**

THIS AMENDED AND RESTATED TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES ("Easement") is made, granted and conveyed this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and Roers Cottage Grove Apartments LLC, a Delaware limited liability company ("Roers").

WHEREAS, the City owns real property in Washington County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein, (the "Landowner's Property"); and

WHEREAS, Roers is working on a project that will require three temporary construction easements from the City.

WHEREAS, the City and Owner entered into a Temporary Easement for Construction Purposes regarding the Property on September 3, 2025 ("Original Easement"); and

WHEREAS, after the Original Easement was approved, Owner redefined the legal description and depiction of the location of the Temporary Easement Area on Exhibits B and C; and

WHEREAS, the City and Owner desire to set forth their understanding with respect to the rights of the parties regarding the Easement and replace Exhibits B and C in the Original Easement with updated exhibits.

NOW THEREFORE, the City in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by Roers, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Roers, its successors and assigns, the following:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

The City does hereby grant and convey unto Roers, its successors and assigns, the following:

Temporary construction easements for grading, sloping and construction purposes in accordance with the plans and specifications provided by Roers, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on

Exhibits C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of Roers also include the right of Roers, its contractors, agents and servants:

- (a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (b) To maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the Landowner may deem appropriate.

The Temporary Easement shall terminate on April 1, 2028.

Roers shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the City's Property prior to the date hereof.

The City, its successors and assigns, does hereby warrant to and covenant with Roers, its successors and assigns, that it is well seized in fee of City's Property described above, the Temporary Easement Area legally described on Exhibit B and depicted on Exhibits C and has good right to grant and convey the Temporary Easement herein to Roers.

Roers agrees to use its best efforts to reduce the impact on the Landowner's Property and to restore disturbed areas in the Temporary Easement Area to as good or better condition as it was prior to this Agreement. Roers further agrees to use its best efforts not to block access to the Landowner's Property without prior notice to City.

During the performance of the services under this Easement, Roers shall maintain Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the City and Roers have caused this Easement 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)
) ss
COUNTY OF WASHINGTON)

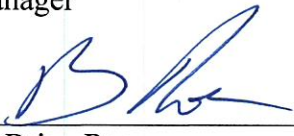
On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the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

Notary Public

ROERS COTTAGE GROVE APARTMENTS LLC

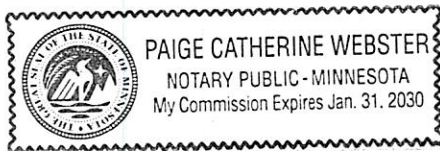
By: Roers Cottage Grove Manager LLC
Its: Manager

By: Roers Companies Project Holdings LLC
Its: Manager

By: 
Name: Brian Roers
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 2025, by Brian Roers, the Manager of Roers Companies Project Holdings LLC, the Manager of Roers Cottage Grove Manager LLC, the Manager of Roers Cottage Grove Apartments LLC, a Delaware limited liability company on behalf of said limited liability company.




Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The West 1/2 of the Northeast Quarter of the Southeast Quarter in Section 7, Township 27, Range 21, Washington County, Minnesota, lying southerly of the following described lines: Commencing at the NW corner of said NE 1/4 of the SE 1/4; thence S 00°11'26" W, along the West line of said NE 1/4 of the SE 1/4, a distance of 540.00 feet to the point of beginning of the lines to be described; thence S 89°48'42" E, a distance of 330.00 feet; thence S 48°14'54" E, a distance of 87.16 feet; thence S 89°48'42" E, a distance of 265.00 feet to the East of the West 1/2 of said NE 1/4 of the SE 1/4 and there terminating.

Except that part thereof described as follows: Commencing at the point at which the centerline of Pullman Avenue of St. Paul Park, Minnesota, extended Easterly intersects the Northeasterly line of the right of way of Old Highway 10 and 61: thence Northwesterly along the said Northeasterly line (which has an assumed bearing of N 45°51'04" W), for a distance of 271.59 feet, more or less, to the point at which the said Northeasterly line intersects the South line of the said W 1/2 of the Northeast Quarter of the Southeast Quarter, which is the point of beginning of the tract of land to be described; thence continuing Northwesterly along the said Northeasterly line for a distance of 28.91 feet to a point in said Northeasterly Line, thence S 89°22'04" E, along a line which is parallel to the said centerline of Pullman Avenue, extended Easterly, for a distance of 410.53 feet to a point; thence S 43°02'26" W, for a distance of 21.13 feet to a point in the South line of said West 1/2 of the Northeast Quarter of the Southeast Quarter; thence S 89°22'25" W, along the said South line for a distance of 375.38 feet, more or less, to the point of beginning.

Also except that part of said NE 1/4 of the SE 1/4 taken for MN DOT R/W PLAT NO. 82-19.

PID: 07.027.21.41.0004

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

EASEMENT #1

A 50.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 140.38 feet; thence North 43 degrees 13 minutes 58 seconds East 20.97 feet; thence North 89 degrees 43 minutes 29 seconds West 124.10 feet to the point of beginning of the line to be described; thence continuing North 89 degrees 43 minutes 29 seconds West 230.00 feet and said line there terminating.

EASEMENT #2

A 32.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 1.43 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West, along said south line, 139.00 feet and said line there terminating.

EASEMENT #3

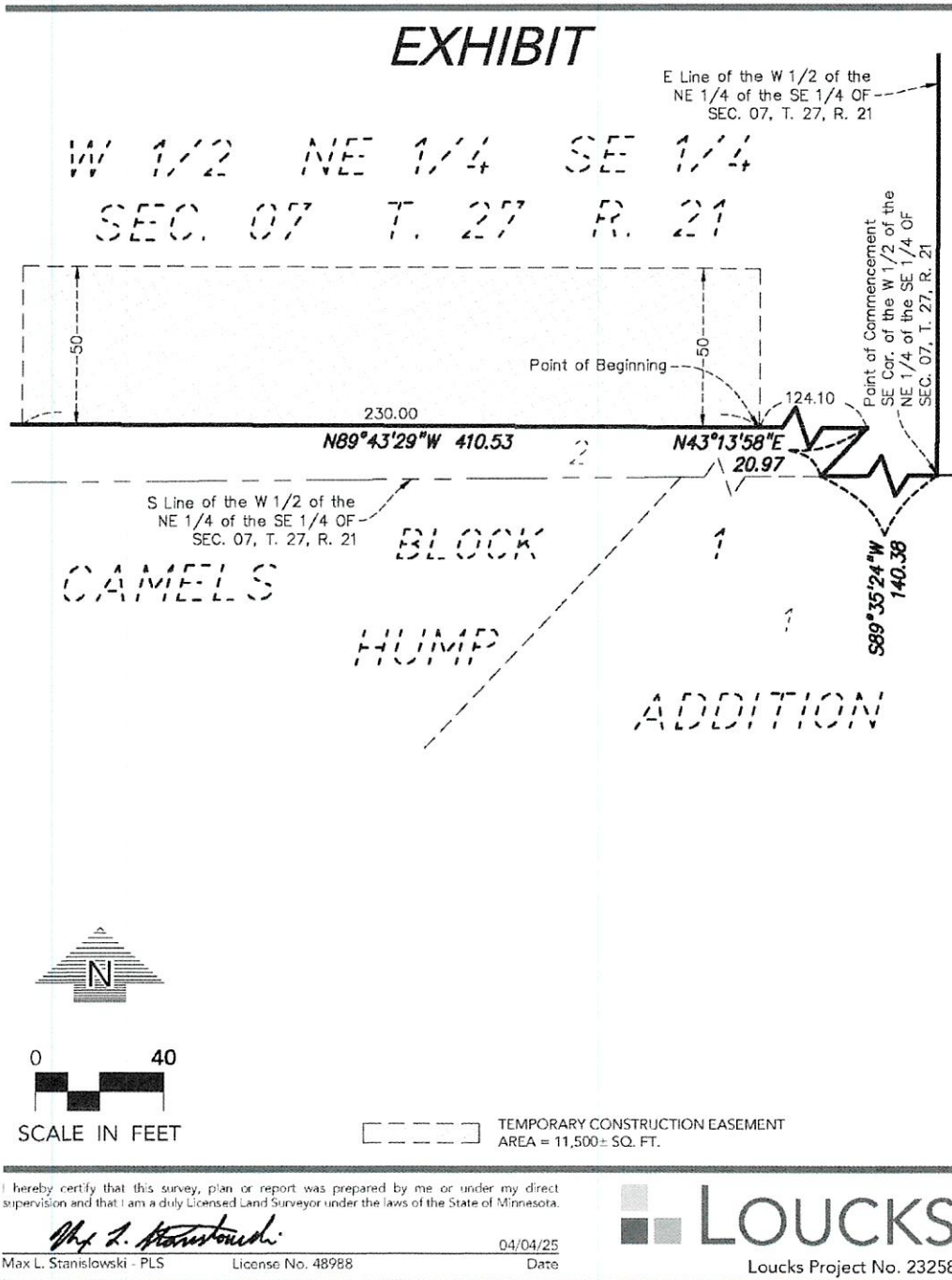
A 6.00 foot wide tract of land of Lot 2, Block 1, FRATTALONE'S SOUTHPOINT RIDGE, Washington County, Minnesota, lying to the left of the following described line:

Commencing at the most northerly northwest corner of said Lot 2; thence on an assumed bearing South 23 degrees 06 minutes 57 seconds West, along the northwest line of said Lot 2, a distance of 17.20 feet to the point of beginning of the line to be described; thence continuing South 23 degrees 06 minutes 57 seconds West 68.00 feet and said line there terminating.

And a 6.00 foot wide tract of land of said Lot 2 lying to the left of the following described line:

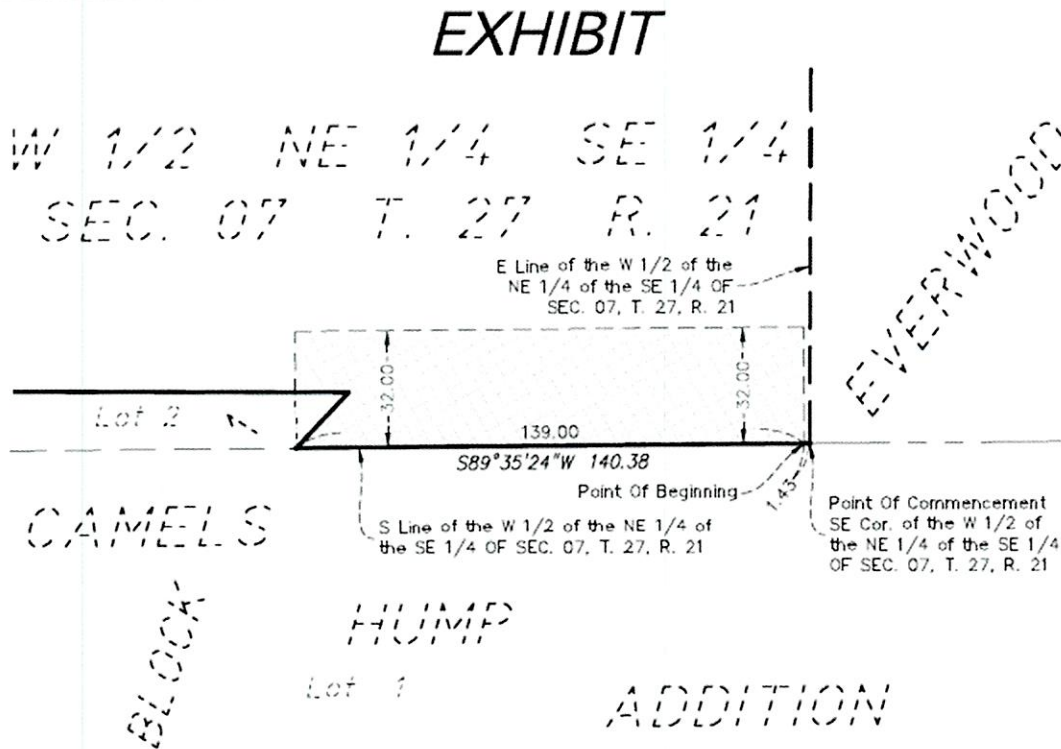
Commencing at the point of termination of the above described line; thence continuing South 23 degrees 06 minutes 57 seconds West 58.79 feet to the point of beginning of said line to be described; thence continuing South 23 degrees 06 minutes 57 seconds West 60.00 feet and said line there terminating.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #1



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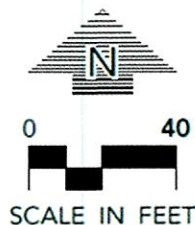
EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #2



Temporary Construction Easement Description
October 22, 2025

A 32.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 1.43 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West, along said south line, 139.00 feet and said line there terminating.



--- TEMPORARY CONSTRUCTION EASEMENT
AREA = 4,336± SQ. FT.

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

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

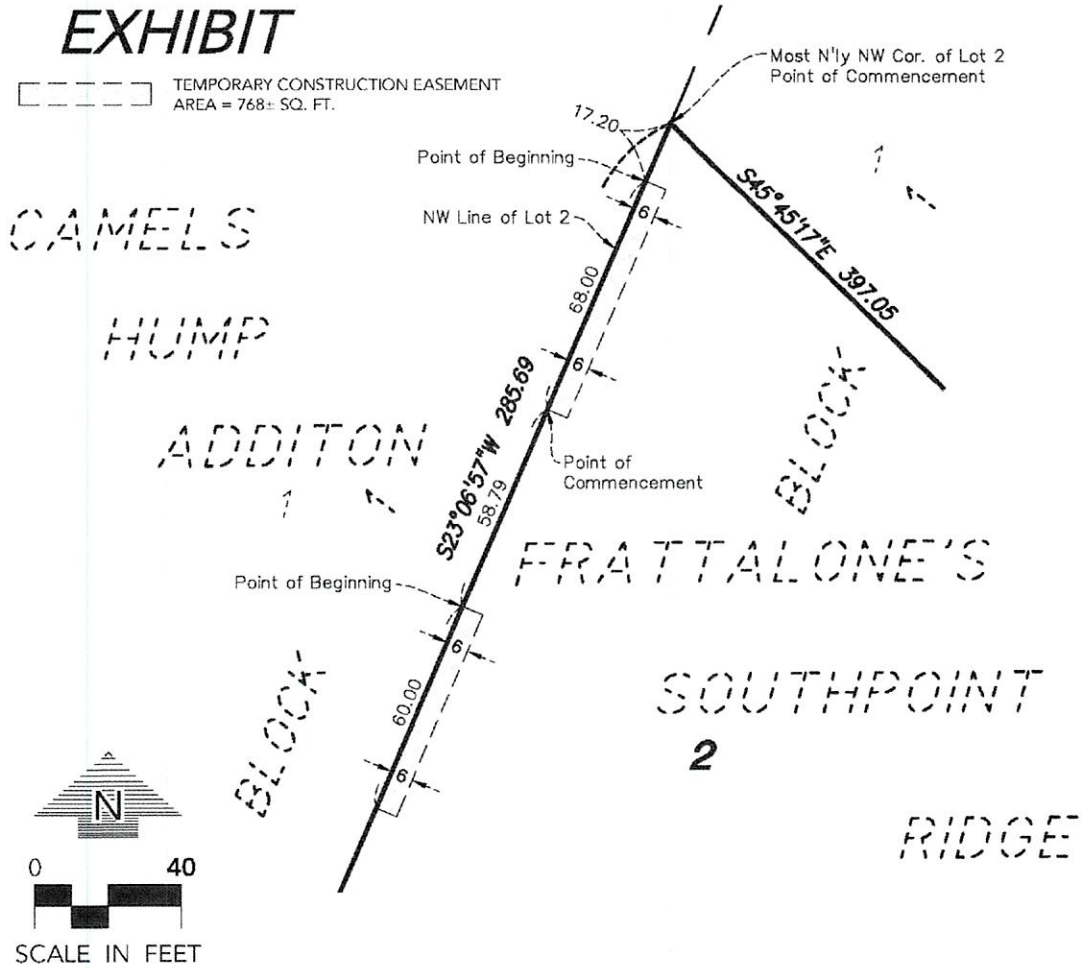
10/23/25

Date

LOUCKS
Loucks Project No. 23258

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EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #3



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

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

04/04/25

Date



LOUCKS

Loucks Project No. 23258

**AMENDED AND RESTATED PERMANENT EASEMENT AGREEMENT FOR
RETAINING WALL IMPROVEMENTS**

This Amended and Restated Permanent Easement Agreement for Retaining Wall Improvements (“Agreement”) made this __ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (hereinafter the “City”) and Roers Cottage Grove Apartments LLC, a Delaware limited liability company (the “Owner”).

WHEREAS, the Owner owns the real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Lot 1, Block 1, CAMELS HUMP ADDITION.

(hereinafter the “Owner’s Property”);

WHEREAS, the City owns the real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described on the attached Exhibit A (hereinafter the “City’s Property”);

WHEREAS, the Owner will construct a retaining wall entirely on the Owner’s Property (hereinafter the “Retaining Wall”), with related improvements (hereinafter the “Retaining Wall Improvements”) that will need to be located on a portion of City’s Property the portion of which is legally described on Exhibit B and depicted on Exhibit C, attached hereto and incorporated herein;

WHEREAS, once constructed, the Retaining Wall and related improvements shall be maintained and repaired by the Owner;

WHEREAS, the City and Owner entered into a Permanent Easement Agreement regarding the Property on September 3, 2025, which was recorded in the Washington County Recorder’s Office as Document No. 1296782 (“Original Easement”); and

WHEREAS, after the Original Easement was recorded, Owner redefined the legal description and depiction of the location of the Retaining Wall Improvements on Exhibits B and C; and

WHEREAS, the City and Owner desire to set forth their understanding with respect to the construction, repair and maintenance of the Retaining Wall and related improvements and replace Exhibits B and C in the Original Easement with updated exhibits.

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

1. Construction of Retaining Wall. The Owner, at its sole cost and expense, agrees to construct the Retaining Wall on the Owner's Property, with Retaining Wall Improvements within the location described on Exhibit B and depicted on Exhibit C, in accordance with the approved construction plans and specifications on file with the City.

2. Permanent Easement for the Owner over City's Property to Access Retaining Wall Improvements. The City hereby grants and conveys to the Owner its successors and assigns, the following:

A permanent non-exclusive easement for Retaining Wall Improvements and for access for the maintenance of the Retaining Wall and Retaining Wall Improvements all such purposes ancillary, incident, and related thereto, including grading, sloping and construction purposes in accordance with any plans and specifications approved by the City (hereinafter "Permanent Easement") under, over, across, through and upon the City's Property.

EXEMPT FROM STATE DEED TAX

This Permanent Easement shall not be construed to allow the Owner to erect any buildings, structures or facilities of a permanent nature on the City's Property other than the Retaining Wall Improvements. The Owner shall, at its own expense, restore any damage to City's Property caused by the Owner's activities hereunder to its original condition as existing before any maintenance activities were performed by the Owner as part of this Agreement.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of the Retaining Wall Improvements and all improvements ancillary and access to the Retaining Wall and Retaining Wall Improvements, incident or related thereto, under, over, across, through and upon the City's Property.

City reserves the right to use the City's Property for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of the City to use the City's Property in any manner, so long as the same shall not permanently affect the enjoyment of the Retaining Wall Improvements by the Owner.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with the Owner, its successors and assigns, that it is well seized in fee of the City's Property and has good right to grant and convey the Permanent Easement.

3. Owner's or City's Default. In the event of default by the Owner or City as to any of the work to be performed by hereunder, following at least thirty (30) days prior written notice and the failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the responsible party shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to perform the work. In the case of weather-related delays or for other good cause, the cure period may be extended by the City, at its discretion.

4. Binding Effect. This Agreement shall run with the land and shall be binding upon Owner's and the City's successors and assigns. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of the parties hereto and their respective successors and assigns.

5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owner or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

[remainder of page intentionally blank]

OWNER:
ROERS COTTAGE GROVE APARTMENTS LLC

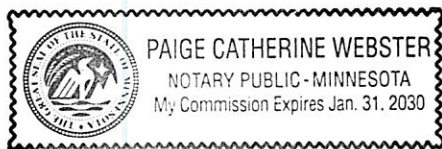
By: Roers Cottage Grove Manager LLC
Its: Manager

By: Roers Companies Project Holdings LLC
Its: Manager

By: 
Name: Brian Roers
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 2025, by Brian Roers, the Manager of Roers Companies Project Holdings LLC, the Manager of Roers Cottage Grove Manager LLC, the Manager of Roers Cottage Grove Apartments LLC, a Delaware limited liability company on behalf of said limited liability company.




Notary Public

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

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

Notary Public

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING PLEASE RETURN TO:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF CITY'S PROPERTY

The West 1/2 of the Northeast Quarter of the Southeast Quarter in Section 7, Township 27, Range 21, Washington County, Minnesota, lying southerly of the following described lines: Commencing at the NW corner of said NE 1/4 of the SE 1/4; thence S 00°11'26" W, along the West line of said NE 1/4 of the SE 1/4, a distance of 540.00 feet to the point of beginning of the lines to be described; thence S 89°48'42" E, a distance of 330.00 feet; thence S 48°14'54" E, a distance of 87.16 feet; thence S 89°48'42" E, a distance of 265.00 feet to the East of the West 1/2 of said NE 1/4 of the SE 1/4 and there terminating.

Except that part thereof described as follows: Commencing at the point at which the centerline of Pullman Avenue of St. Paul Park, Minnesota, extended Easterly intersects the Northeasterly line of the right of way of Old Highway 10 and 61: thence Northwesterly along the said Northeasterly line (which has an assumed bearing of N 45°51'04" W), for a distance of 271.59 feet, more or less, to the point at which the said Northeasterly line intersects the South line of the said W 1/2 of the Northeast Quarter of the Southeast Quarter, which is the point of beginning of the tract of land to be described; thence continuing Northwesterly along the said Northeasterly line for a distance of 28.91 feet to a point in said Northeasterly Line, thence S 89°22'04" E, along a line which is parallel to the said centerline of Pullman Avenue, extended Easterly, for a distance of 410.53 feet to a point; thence S 43°02'26" W, for a distance of 21.13 feet to a point in the South line of said West 1/2 of the Northeast Quarter of the Southeast Quarter; thence S 89°22'25" W, along the said South line for a distance of 375.38 feet, more or less, to the point of beginning.

Also except that part of said NE 1/4 of the SE 1/4 taken for MN DOT R/W PLAT NO. 82-19.

PID: 07.027.21.41.0004

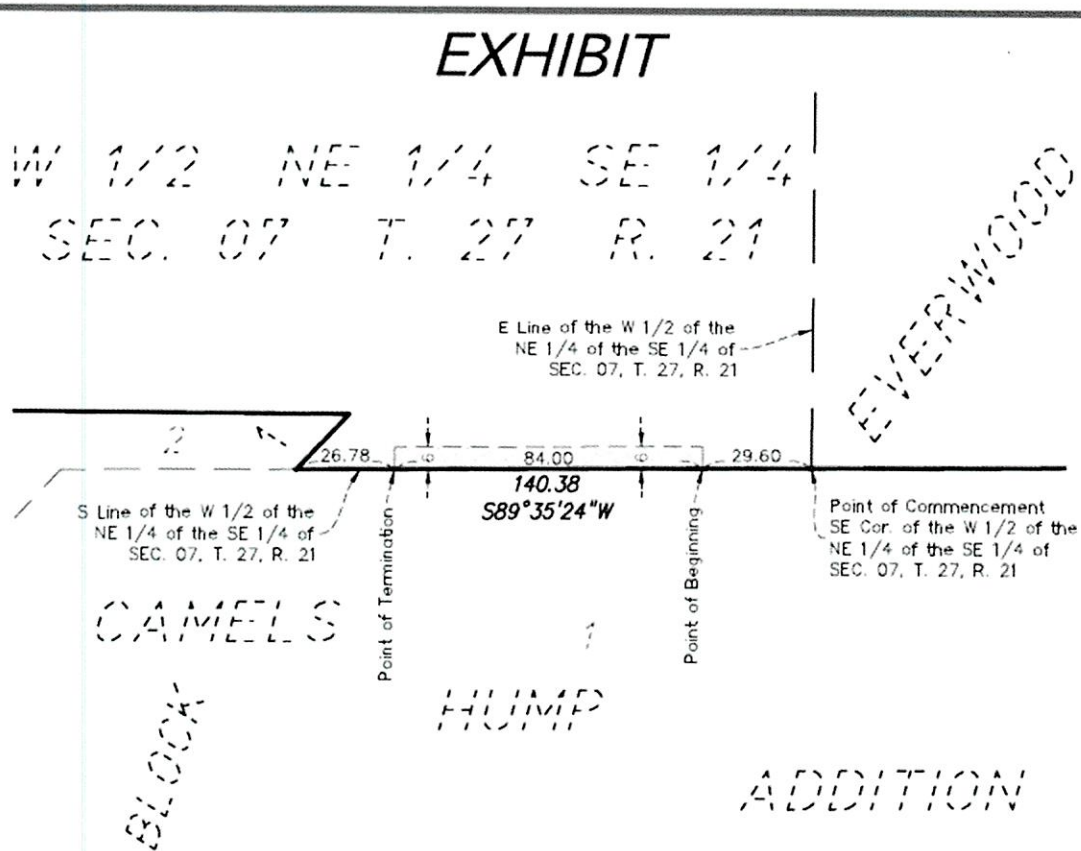
Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF THE RETAINING WALL IMPROVEMENT'S LOCATION

A 6.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 29.60 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West, along said south line, 84.00 feet and said line there terminating.

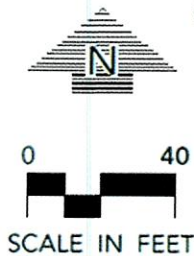
EXHIBIT C
DEPICTION OF RETAINING WALL IMPROVEMENT'S LOCATION



Retaining Wall Easement Description
October 22, 2025

A 6.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 29.60 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West, along said south line, 84.00 feet and said line there terminating.



SCALE IN FEET

--- RETAINING WALL EASEMENT
AREA = 503± SQ. FT.

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

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

10/23/25

Date

LOUCKS
Loucks Project No. 23258

W:\2023\23258\CADD DATA\SURVEY\dwg Sheet Files\23258-EXH-WALL



City Council Action Request

7.W.

Meeting Date 11/5/2025

Department Engineering

Agenda Category Action Item

Title AJ Ecker Water Connection - Joint Powers Agreement with the City of Woodbury and Right of Way and Utility Easement between Andrew J. Ecker and the City of Cottage Grove.

Staff Recommendation Approve the Joint Powers Agreement between the City of Cottage Grove and the City of Woodbury for a residential water service and Approve Right of Way and Utility Easement between Andrew J. Ecker and the City of Cottage Grove.

Budget Implication N/A

Attachments	1.	2025-10-15 Council Memo for JPA with City of Woodbury for AJ Ecker water connection and Right of Way and Utility Easement
	2.	JPA with City of Woodbury-signed
	3.	ROW and Utility Easement - 10-29-25

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

From: Paul Sponholz, City Engineer

Date: October 29, 2025

Re: Ecker Property:

- Joint Powers Agreement between the City of Cottage Grove and the City of Woodbury for a Water Service Connection to a Woodbury Resident
- Water Service Connection to a Woodbury Resident – Right-of-Way and Utility Easement

Background

Mr. Ecker is building a home in the City of Woodbury just north of the Cottage Grove boundary (see Figure 1). Given the lack of public utilities in this area by the City of Woodbury and the close vicinity of public utilities in Cottage Grove, Mr. Ecker has asked to connect to the City of Cottage Grove's public water main only given PFAS concerns in this area. He is installing a septic system for his sanitary needs and will not be connecting to the public sanitary sewer.

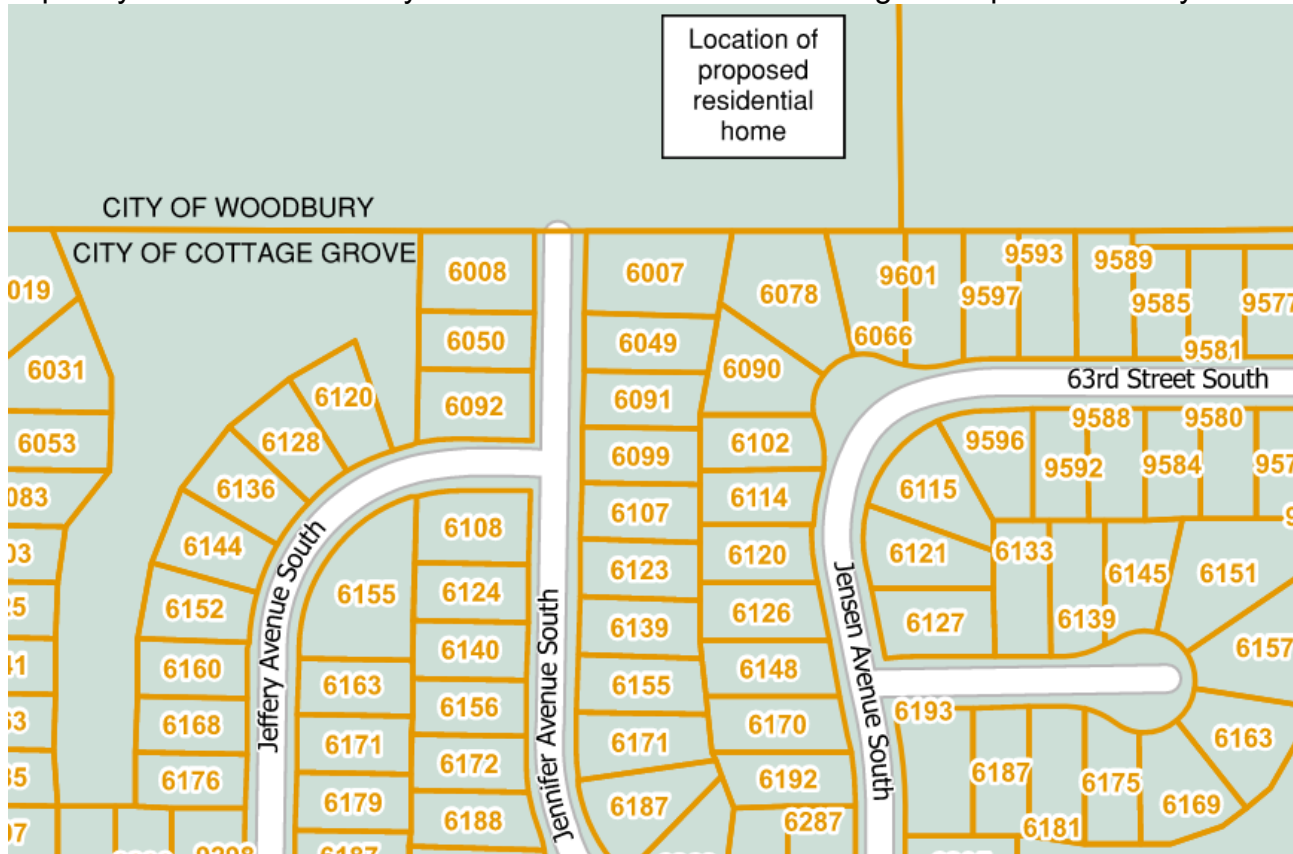


Figure 1: Location of Proposed Residential Home in City of Woodbury

For this to be considered, two agreements are needed: 1) a Joint Powers Agreement (JPA) between the City of Cottage and City of Woodbury, and 2) a Right-of-Way and Utility Easement.

Joint Powers Agreement (JPA) between the City of Cottage Grove and the City of Woodbury

Per State Statute, a city is unable to assess properties outside of their jurisdictional boundaries, for example, for a delinquent water bill. Therefore, the JPA will allow the Cottage Grove to invoice the City of Woodbury for the monthly residential water use who would in turn invoice the Woodbury resident. The JPA also addresses responsibilities, operations, connection costs, and termination when public utilities are extended to this property by the City of Woodbury.

Right-of-Way and Utility Easement

The City of Cottage Grove and the City of Woodbury's Comprehensive Plans show Jennifer Avenue South as a north-south interconnecting street in the future. Therefore, when Jennifer Avenue South was constructed, a hammerhead turnaround was constructed as a temporary measure and utilities aligned to accommodate that configuration (see Figure 2). Now that Mr. Ecker is constructing his residential home, we want assurance that a permanent solution (i.e. a cul-de-sac and coordinating storm sewer and hydrant placement) could be constructed should the street extension not happen. Therefore, we are obtaining a right-of-way and utility easement.

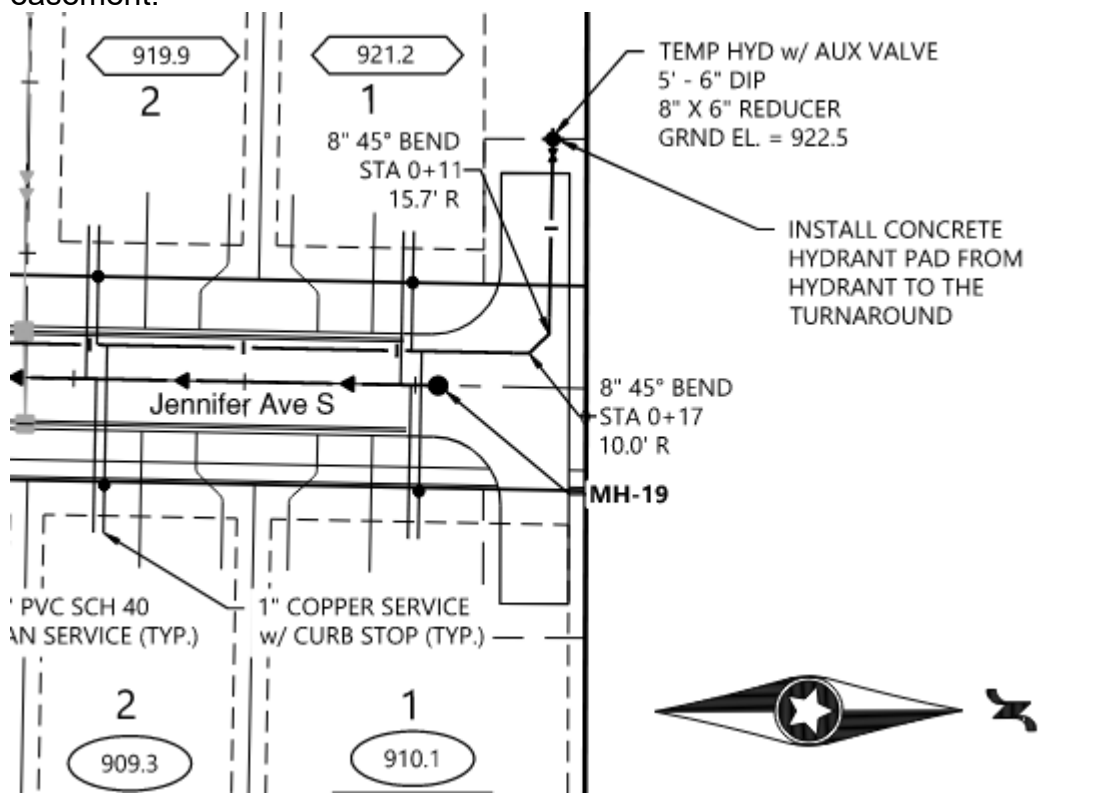


Figure 2: Current Configuration of Street and Utilities

Recommendation

It is recommended the City Council approve the two agreements including: 1) the Joint Powers Agreement between the City of Cottage Grove and the City of Woodbury for a residential water service, and 2) the right-of-way and utility easement on Mr. Ecker's property for purposes of a future cul-de-sac and utilities if an interconnecting street is not constructed.

.

**JOINT POWERS AGREEMENT BY AND BETWEEN
THE CITY OF COTTAGE GROVE AND THE CITY OF WOODBURY RELATING
TO THE EXTENSION OF WATER FROM COTTAGE GROVE INTO WOODBURY FOR
PID 3402821340001**

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025, (the “Effective Date”) by and between the City of Cottage Grove, a Minnesota municipal corporation, (“Cottage Grove”) and the City of Woodbury, a Minnesota municipal corporation (“Woodbury”) (“party” or “parties”).

Based on the representations, covenants and provisions hereafter contained, the parties do hereby agree as follows:

**ARTICLE 1
RECITALS**

WHEREAS, Cottage Grove and Woodbury have determined that a Woodbury property legally described on Exhibit A, attached hereto and incorporated herein (“Property”) should be connected to the Cottage Grove municipal water system until such time as Woodbury’s municipal water system is made available to the Property; and

WHEREAS, Cottage Grove has agreed to supply water to the Property from its municipal water system through a connection near the Property, subject to the terms of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize the arrangement between Woodbury and Cottage Grove for payment of costs, ownership and responsibility for maintenance of supplying water to the Property, pursuant to the powers granted in Minn. Stat. § 471.59.

**ARTICLE 2
TERM AND TERMINATION**

2.1. Term. This Agreement shall be in effect from the Effective Date until terminated pursuant to Section 2.2.

2.2. Termination. This Agreement shall automatically terminate upon connection of the Property to the Woodbury municipal water system. Woodbury shall provide at least 60 days’ prior written notice to Cottage Grove of the anticipated connection date to Woodbury’s municipal water system. Upon such connection, this Agreement shall terminate by operation of law.

**ARTICLE 3
WATER LINE ACCESS, CONSTRUCTION, AND MAINTENANCE**

3.1. Construction of Access and CG Water Line. Cottage Grove agrees to construct access to the Property. Cottage Grove agrees to construct a municipal water line and associated infrastructure (the Cottage Grove water line and Cottage Grove-related infrastructure shall be hereinafter “CG Water Line”) as depicted on B, attached hereto and incorporated herein by reference, to allow the Property to connect to and utilize the Cottage Grove municipal water system. The CG Water Line

shall run from the Cottage Grove water main to the curb stop at the edge of the existing right of way, as depicted on Exhibit B. The property owner will construct the private service line on the Property. Cottage Grove will inspect the private service line connection to the CG Water Line and the installation of the curb stop. All other piping and private service connection to the residence will be the responsibility of the Property's owner.

3.2. Cottage Grove has entered into an easement agreement with the Property's owner for purposes of providing access to the Property from Cottage Grove and for providing water service ("Easement Agreement"). The Easement Agreement is attached hereto as Exhibit C.

3.3. Ownership and Maintenance Responsibilities and Costs.

- a. Following construction of the access and the CG Water Line, Cottage Grove will own, operate, maintain, and replace the access and the CG Water Line, as necessary, in order to fulfill this Agreement, at no cost to Woodbury. Cottage Grove is responsible for service inspections, customer service issues and responding to complaints regarding the CG Water Line.
- b. All costs associated with the construction and ongoing maintenance of the access to the Property, the CG Water Line, water meter and connection charges shall be borne by the Property's owner.

3.4. Payment for Residential Water Use. Cottage Grove residential water rates will apply at the rate identified in Cottage Grove's approved fee schedule for the year the use is consumed or discharged. Cottage Grove will submit an invoice to Woodbury monthly for the total usage for the previous month. Woodbury shall pay Cottage Grove within 30 days of receipt of the invoice. Cottage Grove shall supply all necessary meter readings to Woodbury as requested. Woodbury is responsible for billing the Property and collecting the appropriate fees and charges.

3.5. Payment for Repairs or Replacement. If repair or replacement of the CG Water Line is needed, Cottage Grove shall make such repair or replacement and submit an invoice to Woodbury for the associated costs and charges. Woodbury shall pay Cottage Grove within 30 days of receipt of the invoice. Cottage Grove shall supply the necessary documentation to support the fees and charges. Woodbury is responsible for billing the Property and collecting the appropriate fees and charges.

3.6. Unpaid Fees and Charges. If the owner of the Property fails to pay any fees and charges associated with the CG Water Line, access or other fees and charges identified in this Section 3, Woodbury may assess the unpaid costs against the Property pursuant to Minn. Stat. § 444.075 or any other such process it uses to collect such fees and charges. If the owner of the Property challenges the assessment or other method of collection of unpaid fees and charges related to Cottage Grove invoices for which Woodbury has already paid, Cottage Grove agrees to reimburse Woodbury for all out-of-pocket expenses and attorneys' fees related to the challenge.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

4.1. Indemnification. Each party to this Agreement shall be liable for its own acts and its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. Each party hereby agrees to indemnify, defend and hold harmless any other party, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees that any other party, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this agreement. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

4.2. Insurance. Each party to this Agreement shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Each party shall name the other party as an additional insured for purposes of liability claims that may arise under this Agreement.

ARTICLE 5
GENERAL PROVISIONS

5.1. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Minnesota.

5.2. Amendment. This Agreement may be amended by written agreement of the parties.

5.3. Notices. All notices or communications required or permitted pursuant to this Joint Powers Agreement shall be either hand delivered or mailed to Cottage Grove and Woodbury, certified mail, return-receipt requested, at the following address:

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

Woodbury: City of Woodbury
Attention: City Administrator

8301 Valley Creek Rd.
Woodbury, MN 55125

Either party may change its address or authorized representative by written notice delivered to the other party.

5.4. Counterparts. This Joint Powers Agreement may be executed more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.5. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of the parties under this Joint Powers Agreement, and the remedies of either party for the breach of such representations, warranties, covenants and agreements by the other party shall survive the execution and termination of this Joint Powers Agreement.

5.6. Records – Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to and involve transactions relating to this Agreement. The parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

5.7. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

5.8. Compliance with Laws. The parties shall abide by applicable Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

5.9. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

5.10. Entire Agreement. These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

5.11. Severability. The provisions of this Joint Powers Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Joint Powers Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Joint Powers Agreement.

[remainder of page intentionally left blank]

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

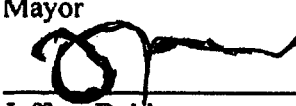
By: _____
Tamara Anderson
Its City Clerk

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 in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

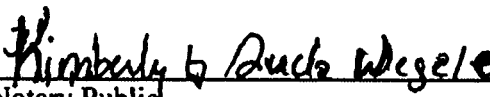
Notary Public

CITY:
CITY OF WOODBURY

By: 
Anne W. Burt
Its: Mayor
By: 
Jeffrey Dahl
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 26 day of Sept., 2025, before me, a Notary Public within and for said County, personally appeared ANNE W. BURT and JEFFREY DAHL, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Woodbury, the municipal corporation named in the foregoing instrument, and that said instrument was signed in behalf of said municipal corporation by authority of its City Council and appeared ANNE W. BURT and JEFFREY DAHL acknowledged said instrument to be the free act and deed of said municipal corporation


Notary Public

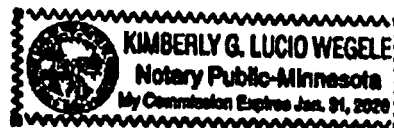


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

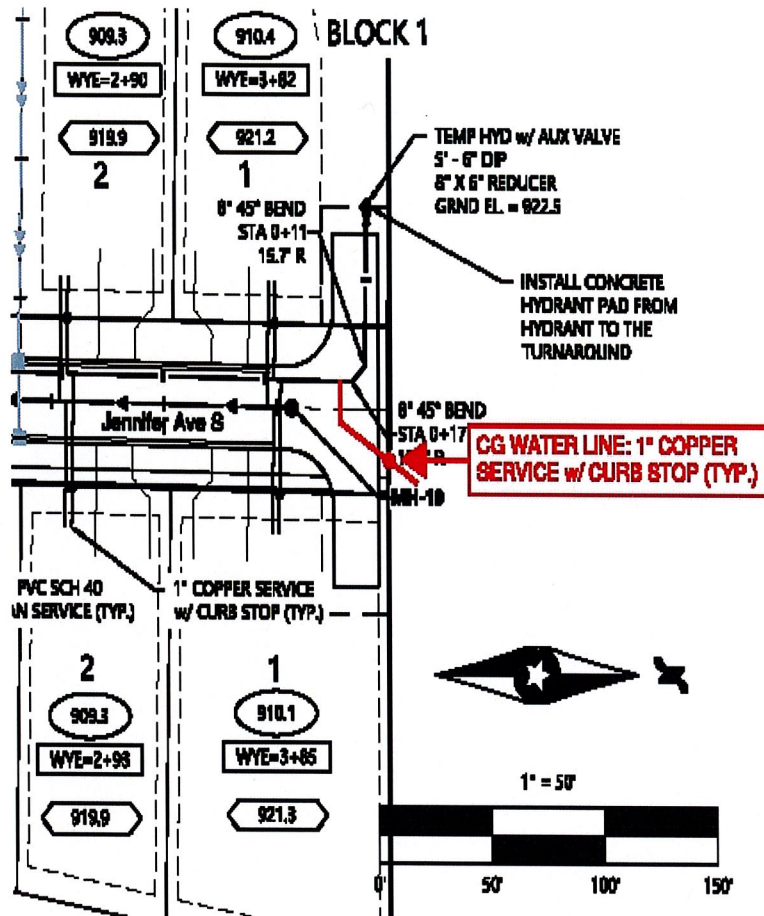
That certain real property located in the City of Woodbury, County of Washington, State of Minnesota, legally described as follows:

The South One-Third of the East Half of the Southwest Quarter of Section 34, Township 28 North, Range 21 West, Washington County, Minnesota, described as follows:

Beginning at the southwest corner of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 34; thence easterly along the southerly line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 188.00 feet; thence northerly and parallel with the westerly line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 232.00 feet; thence Westerly parallel with said southerly line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 188.00 feet to said westerly line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, thence southerly along said westerly line of the Southwest Quarter of the Southeast Quarter for 232.00 feet to the point of beginning.

PID: 3402821340001

EXHIBIT B **DEPICTION OF COTTAGE GROVE WATER LINE**



RIGHT OF WAY AND UTILITY EASEMENT

THIS RIGHT OF WAY AND UTILITY EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2025, by and between Andrew J. Ecker., a single person (“Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota legally described on Exhibit A, attached hereto and incorporated herein (the “Landowner’s Property”).

EASEMENT DESCRIPTION

The Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, the following:

A permanent right-of-way easement for public right of way, street, utility and drainage purposes and all such purposes ancillary, incident or related thereto (“Easement”) under, over, across, through and upon the real property legally described and identified as Easement Area on Exhibit B and depicted on Exhibit C (collectively “Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon and have clear and unobstructed access to the Easement Area at all reasonable times for the purposes of construction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Easement Area; and
- (b) To remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Easement Area; and
- (c) To remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of Landowner's Property described above and the Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Easement herein to the City.

Either party may assign this Easement without consent of the other. This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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

[Remainder of this page has been intentionally left blank]

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

Notary Public

**LANDOWNER:
ANDREW J. ECKER**

By: 

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

The foregoing instrument was acknowledged before me on 11 day of September, 2025, by Andrew J. Ecker, a single person.

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That certain real property located in the City of Woodbury, County of Washington, State of Minnesota, legally described as follows:

The South One-Third of the East Half of the Southwest Quarter of Section 34, Township 28 North, Range 21 West, Washington County, Minnesota, described as follows:

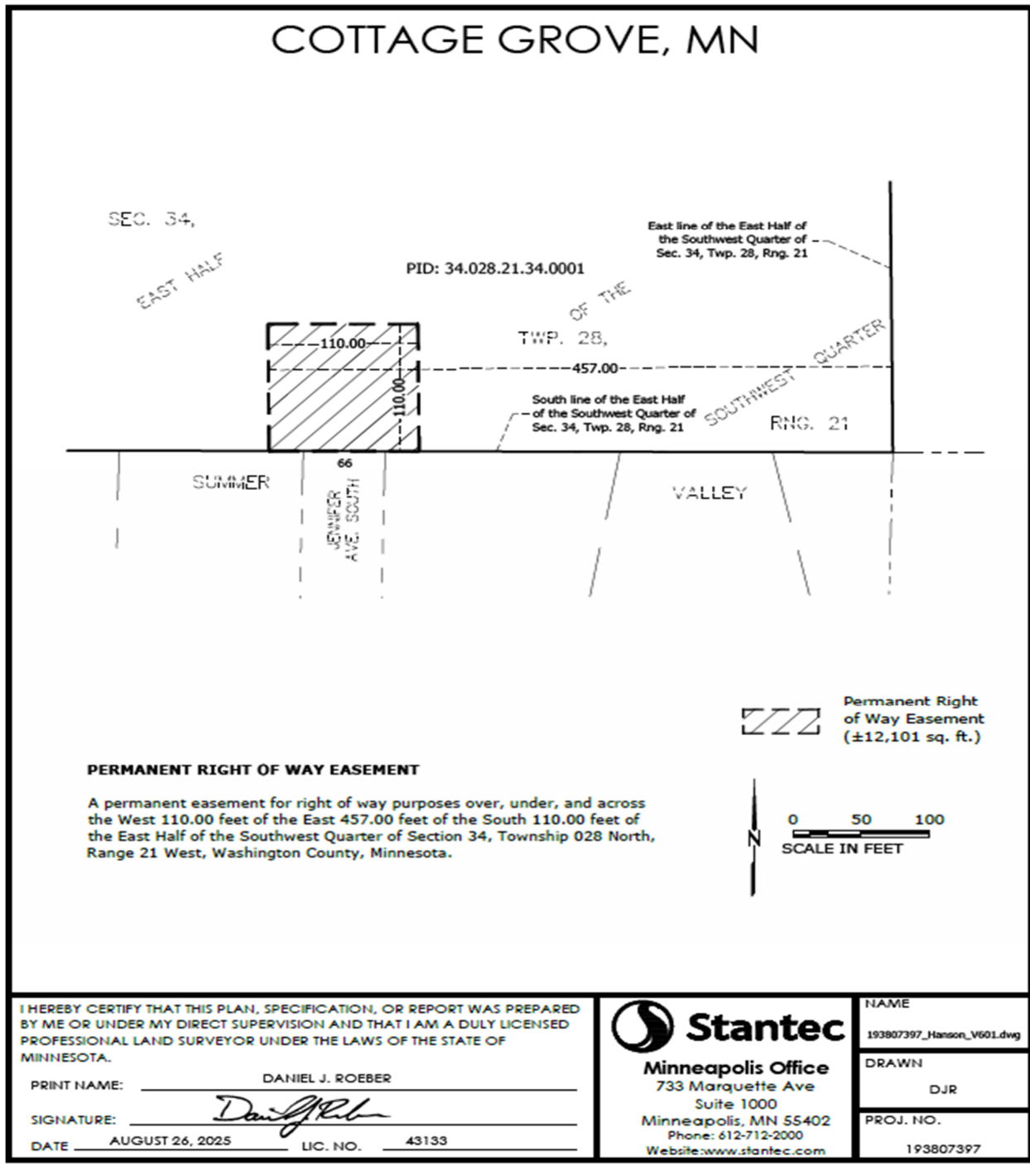
Beginning at the southwest corner of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 34; thence easterly along the southerly line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 188.00 feet; thence northerly and parallel with the westerly line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 232.00 feet; thence Westerly parallel with said southerly line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter for 188.00 feet to said westerly line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, thence southerly along said westerly line of the Southwest Quarter of the Southeast Quarter for 232.00 feet to the point of beginning.

PID: 3402821340001

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for right of way purposes over, under, and across the West 110.00 feet of the East 457.00 feet of the South 110.00 feet of the East Half of the Southwest Quarter of Section 34, Township 028 North, Range 21 West, Washington County, Minnesota.

EXHIBIT C
DEPICTION OF EASEMENT AREA





City Council Action Request

8.A.

Meeting Date 11/5/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 10-10-2025 through 10-30-2025 in the amount of \$5,608,730.48.

Budget Implication N/A

Attachments

1.	Expense Approval Report 11-05-2025 Council Meeting
2.	Payroll Check Register 11-05-25 Council Meeting
3.	UB Check Register 11-05-25 Council Meeting
4.	UB Check Register 11-05-25 Council Meeting - 2
5.	UB Check Register 11-05-25- Council Meeting - 3



City Council Action Request

11.A.

Meeting Date 11/5/2025

Department Community Development

Agenda Category Action Item

Title Site Plan Review for Proposed Additions to Grey Cloud Elementary

Staff Recommendation 1) Adopt Resolution 2025-162 approving the Site Plan Review of an approximate 3,476 square foot classroom addition, an approximate 6,505 square foot gymnasium addition, and reworking of the site stormwater and parking lots at Grey Cloud Elementary School located at 9525 Indian Boulevard South. 2) Approve the amended permanent drainage and utility easement. 3) Approve the Hydrant Access Agreement with Independent School District 833, which allows the city access to the site's fire hydrants. 4) Approve the Stormwater Maintenance Agreement with Independent School District 833 for the proposed stormwater pond.

Budget Implication N/A

Attachments

1.	Grey Cloud Elementary CC Memo
2.	Grey Cloud Elementary Resolution 2025-162
3.	Grey Cloud Elementary Civil Plans
4.	Grey Cloud Elementary Engineer Review Memo 2025-09-11
5.	Grey Cloud Elementary Project Letter
6.	Grey Cloud Elementary Stormwater Maintenance Agreement
7.	Grey Cloud Elementary Permanent Hydrant Access Easement
8.	Grey Cloud Elementary Amended Stormwater Easement

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

FROM: Max Erickson, Planner

DATE: October 29, 2025

RE: Site Plan Review for Proposed Additions to Grey Cloud Elementary (ISD 833)

Proposal

KOMA Architects and Engineers (Applicant), on behalf of South Washington County School District ISD 833 (Property Owner), has submitted an application for a site plan review for building additions to Grey Cloud Elementary, located at 9525 Indian Boulevard. The site improvements include approximately 6,505 square feet for a gymnasium/storm shelter and a 3,476 new classroom addition. The site plan review request also includes minor reworking of the drive lanes within the northeastern and northwestern parking areas and the relocation of a playground.



Site Location

Review Schedule

Application Received: August 27, 2025
Application Accepted: August 27, 2025
Planning Commission Meeting: September 22, 2025
City Council Meeting: October 15, 2025
60-Day Review Deadline: October 26, 2025
120-Day Review Deadline: December 25, 2025

Background

Grey Cloud Elementary was approved and constructed in 1990-1991. Several additions to the building have been added since the school's original construction in 1991. In 2001, an approximate 3,700 square foot addition was approved and constructed along the eastern portion of the building. In 2008, a 2,845 square foot kindergarten addition and 12,570 square foot fifth-grade wing was approved and constructed. The latest addition to Grey Cloud Elementary was completed in 2015 as a restructuring and remodel of the main entrance to the school on the northwestern side of the building.

The South Washington County School District had a successful referendum in 2023 for a total of 15 projects across the district including improvements at Cottage Grove buildings at Cottage Grove Middle School, Oltman Middle School, Grey Cloud Elementary, Pine Hill Elementary, and Park High School.

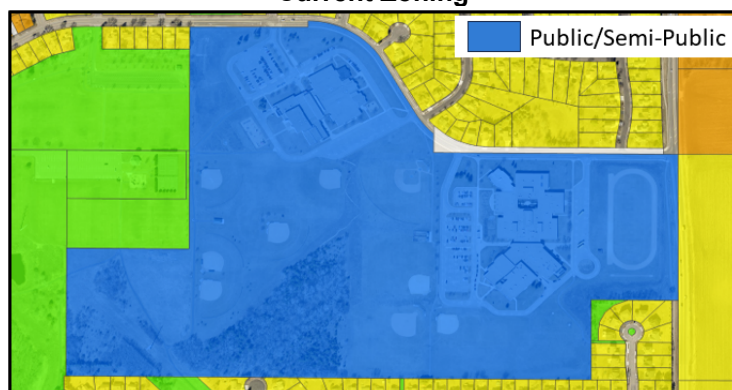
Planning Considerations

Zoning and Comprehensive Plan

Grey Cloud Elementary is zoned R-3, Single-Family Residential, and is guided as Public/Semi-Public on the 2040 Comprehensive Plan Land Use Map. Educational facilities are permitted within the R-3 zoning district with a Conditional Use Permit. Grey Cloud Elementary was approved in 1990 under a CUP with Resolution 1990-197.



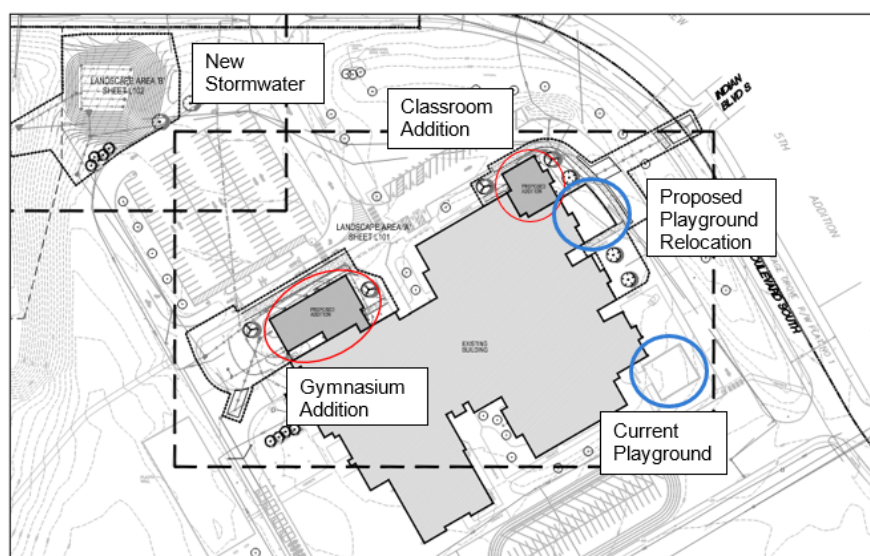
Current Zoning



2040 Future Use

Site Plan

The Applicant is proposing two additions to the Grey Cloud Elementary School building. The first addition proposed is approximately 6,505 square feet and will function as a new gymnasium/storm shelter. This addition will be located on the southwestern corner adjacent to the parking lot and drive lanes. The second addition is approximately 3,476 square feet and will include new classrooms. The location of the new classrooms will be along the northeastern edge of the current structure. The site plan includes alterations to the drive lane at the northwest side of the building and the removal of the small parking area located at the northern corner of the building. The small playground on the southeast side of the building will be relocated adjacent to the new classroom addition. A proposed stormwater pond, which will be located northwest of the main parking lot, is planned to accommodate the proposed building additions.



Site Plan

Site Access

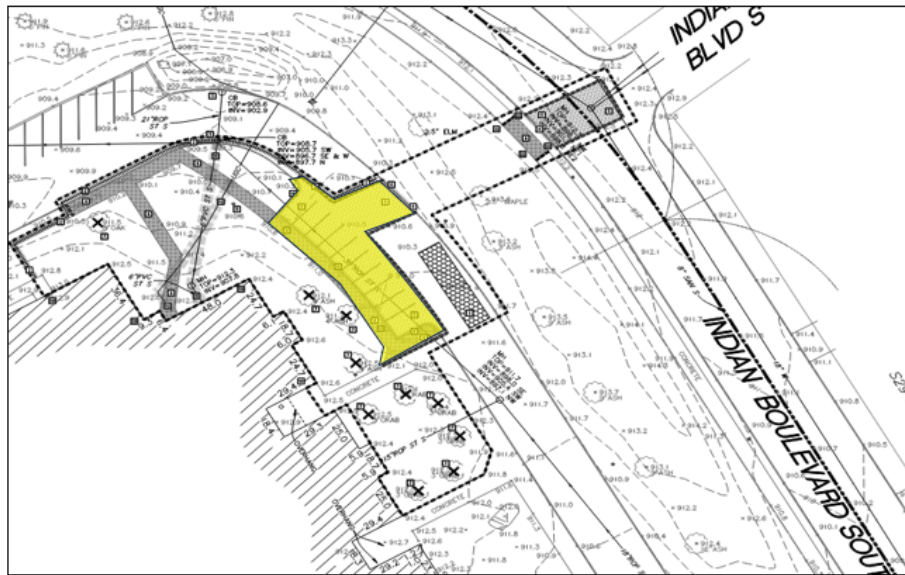
The site currently has two existing curb cuts off Indian Boulevard. The northern access is utilized primarily for employee parking and student pickup and drop-off. The eastern access is used for bus pickup and drop-off.



Access Locations

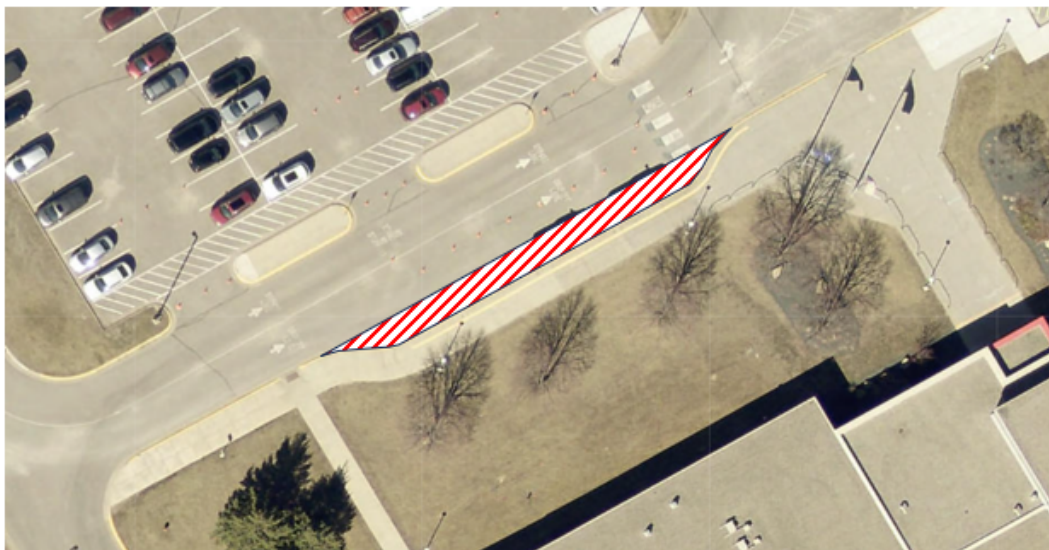
Parking and Traffic

Parking requirements for elementary schools are found in City Code Title 11-3-4(I). Code requires 1 space for each classroom in an elementary school, plus 1 additional space for each 100-student capacity. Currently there are 147 regular parking spaces and 6 handicapped parking spaces. The applicant is proposing to remove 10 spaces in the northeastern parking lot, making the total, after completion of the project, 143 on-site parking spaces. The applicant has indicated that after the proposed additions are completed, Grey Cloud Elementary will have a student capacity of 885 and a total of 43 classrooms requiring 52 parking spaces. The total parking spaces provided exceed what is required under city code.



Parking Lot Removal

The applicant has also indicated a small modification of the northwestern parking lot. Along the southeast portion of this parking lot exists a small drop-off lane along the sidewalk. This drop-off lane is proposed to be removed and the sidewalk extended to be parallel with the existing drive lane. This will still be utilized as a drop-off location for students.

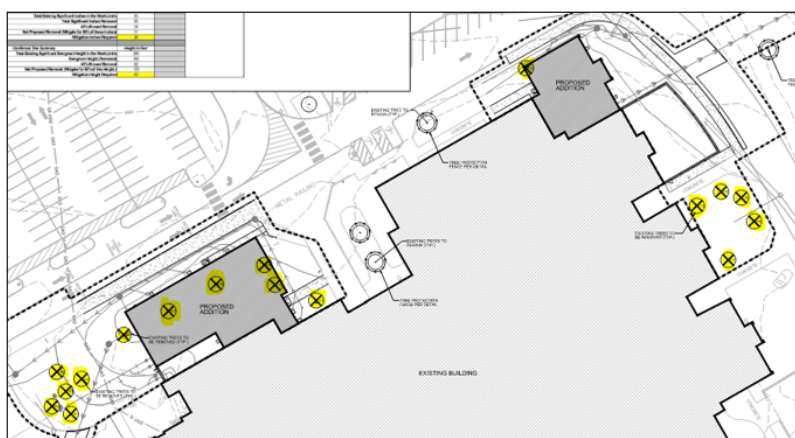


Drive Lane Removal

Staff have observed the site traffic operations during pickup at the end of the school day. All vehicle stacking was contained within the site. There were no adverse impacts to traffic on Indian Boulevard, and none are anticipated with the proposed modifications.

Tree Preservation

City Code Title 11-3-13 requires completion of a tree inventory (all qualifying trees) for the project area of a proposed development. For projects in residential districts, 40 percent of the qualifying caliper inches on a site are permitted to be removed without required mitigation. This property contains a large woodland tract on the southern boundary. City Code Title 11-3-13F(11)(b) provides an exception for sites containing large woodland tracts in which the qualifying inches of the site can be calculated in lieu of the completion of a tree inventory. The method described in this section states that trees within undisturbed large woodland tracts are not required to be inventoried individually. Instead, the area of the undisturbed tract may be measured in square feet (on site or by means of an aerial photo) and divided by 60 to produce a proxy that shall be counted as the number of inches the tract contributes to the total qualifying inches. The square footage of the woodland tract is approximately 419,675 square feet; 419,675 divided by 60 calculates out to approximately 6,994.5 qualifying inches. The Applicant is proposing removal of 187 qualifying inches from the site, which is well below 40 percent of the site.



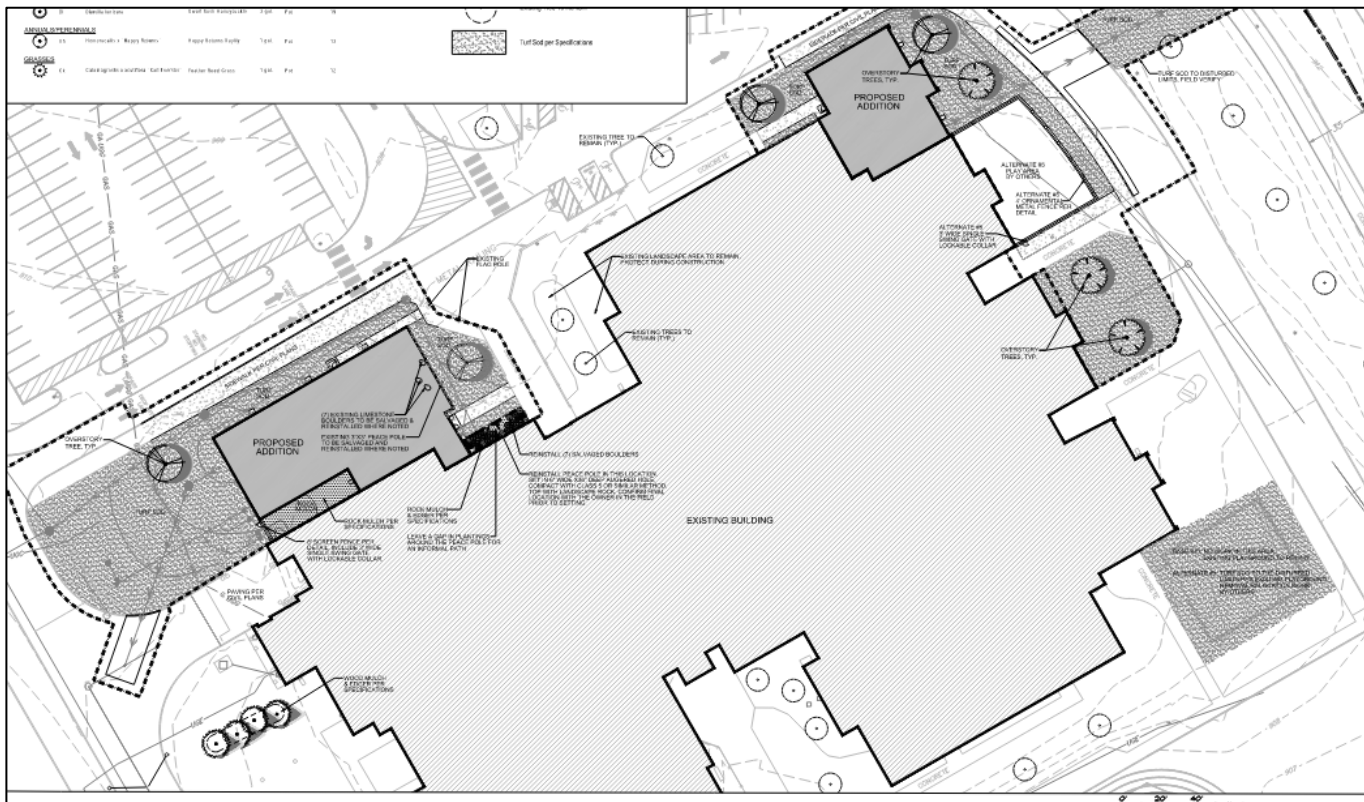
Proposed Tree Removal

Landscaping

The Applicant has submitted a detailed landscape plan including proposed additional landscaping throughout the site. The required number of trees and shrubs for non-residential uses within a residential district is calculated with a coefficient rate found in Title 11-3-12 and multiplied by the total disturbed site area. The total project disturbance area is 32,060 square feet; therefore, 8 new deciduous trees, 9 new coniferous trees, and 19 shrubs are required. The applicant has proposed these exact numbers to comply with ordinance requirements.

Nonresidential uses operating within a residential district are required to preserve 30 percent of the site area as green/open space. The parcel in which this building resides is shared with Cottage Grove Middle School. This 109-acre parcel has a large sport complex and open space with intermittent wooded areas. With the proposed additions, the site will still retain over 50 percent open space area, and it is therefore compliant with this standard. The R-3 zoning district permits a maximum of 40 percent impervious surface. With both school complexes on the same parcel, there are approximately 21 acres of combined impervious surface. This only accounts for around 20 percent of the parcel and will not exceed the impervious surface maximum set by the city code.

No irrigation system exists on the site. The applicant is not proposing to install an irrigation system; however, the applicant has indicated a temporary irrigation system will be in place to establish vegetation.

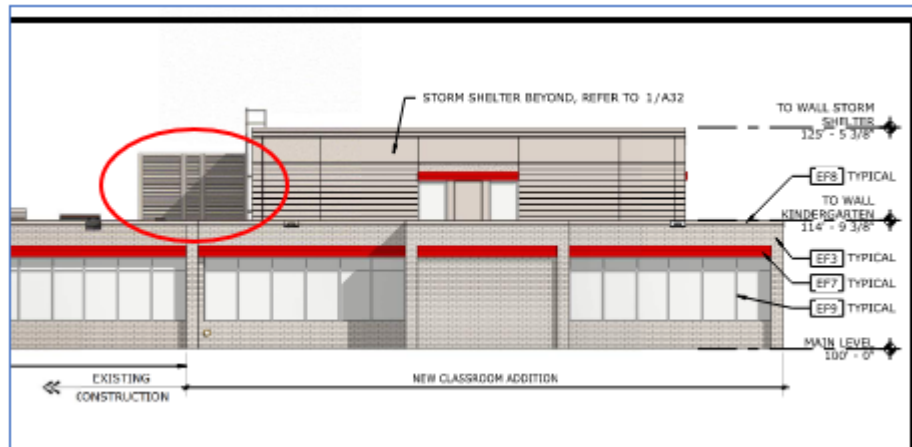


Landscape Plan

Screening and Mechanical Equipment

Per City Code Title 11-3-9, rooftop mechanical equipment as viewed from the centerline of all adjacent rights-of-way and from property lines of all adjacent residential properties must be

screened by a raised parapet, or with comparable and compatible exterior building materials. New mechanical rooftop equipment is planned between the gym addition and the existing building, which will be screened behind the gym. The new rooftop equipment will have partial metal screening that will match color and material of the existing building and metal copings aligning with code standards.



New Mechanical

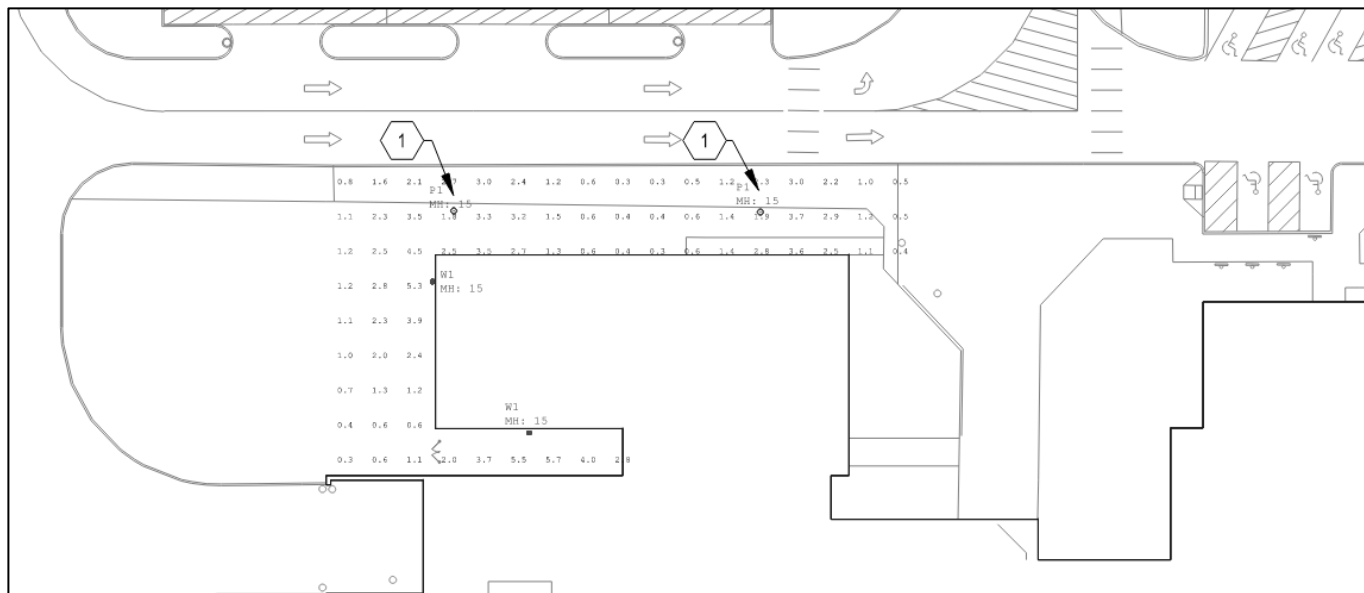


Rendering of Gym Addition From Parking Lot

Photometric Plan

City code standard requires less than 0.5-foot candles to be measured at property lines for uses within residential zoning districts. Additional lighting is proposed at the gymnasium addition in the form of wall-mounted downward facing lights. A photometric plan was submitted as part of the

application. The plan indicates that the newly proposed lighting will remain under 0.5 footcandles at the property lines and will not exceed the limits of the nearby parking lot.

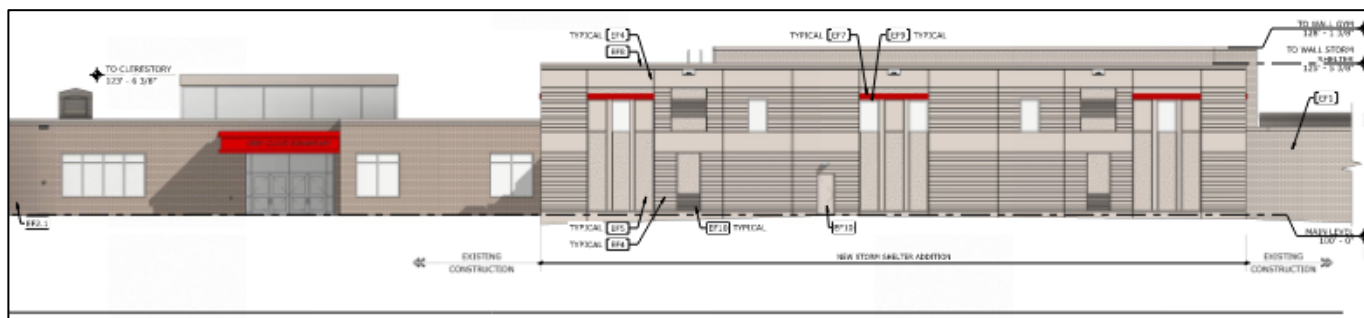


Photometric Plan

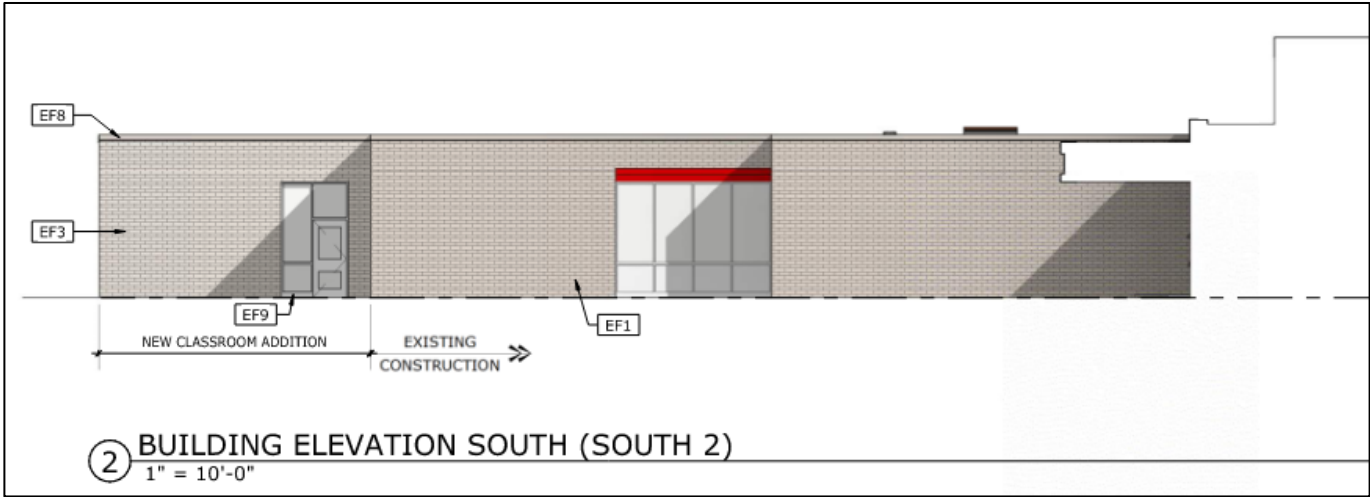
Architectural Materials

City Code Title 11-3-11 requires nonresidential buildings within residential districts to use at least three different Class 1 materials and be composed of at least 65 percent Class 1 or 2 materials and not more than 10 percent of Class 4 materials. Class 1 and 2 materials include, but are not limited to, brick, stone, and glass. Class 4 materials include glass block, smooth concrete block, smooth scored concrete block, steel or aluminum siding, and wood. The proposed additions will be comprised of a combination of Class 1 brick and glass as well as some Class 3 prefabricated wall panels. The applicant has indicated that the total Class 1 materials for the entire building when complete will be 75 percent Class 1, 23.4 percent Class 3, and 1.6 percent Class 4 materials, which meets the code minimum requirements.

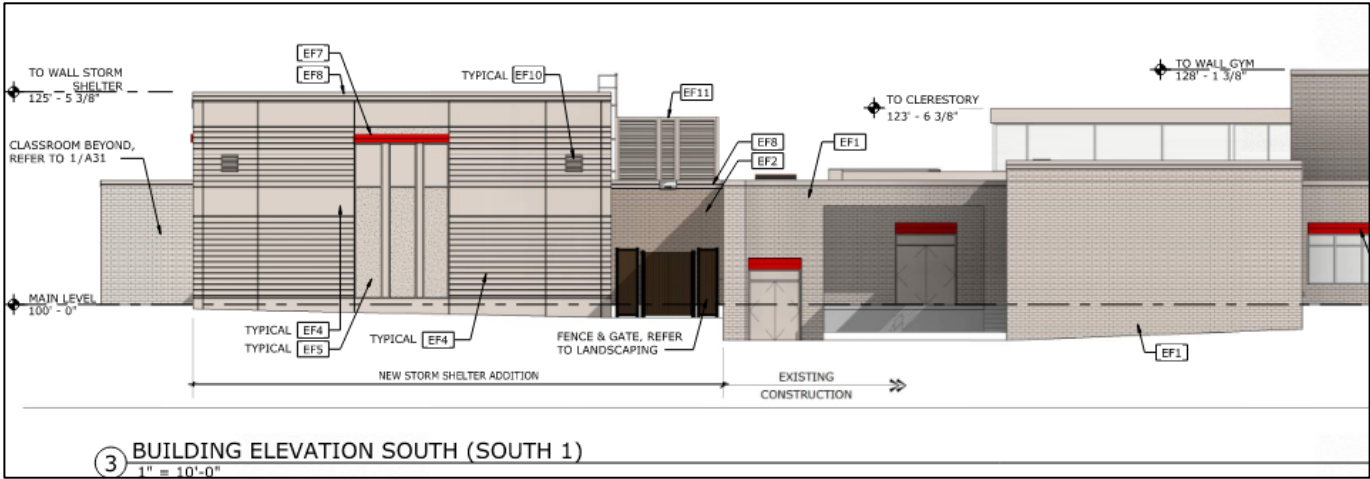
Grey Cloud Elementary has had several additions over the years; brick styles and colors are not 100 percent the same as industries change products available over time. Additions that have been approved have been constructed of brick material as close as possible to the original design. The proposed materials will match as close as possible the overall design and color scheme the school has maintained over its lifetime. Final exterior materials will be required to be approved by planning staff prior to issuance of a building permit.



West View Gym Addition from Parking Lot



New Classroom Addition



South View Gym Addition (Non-Street Facing)



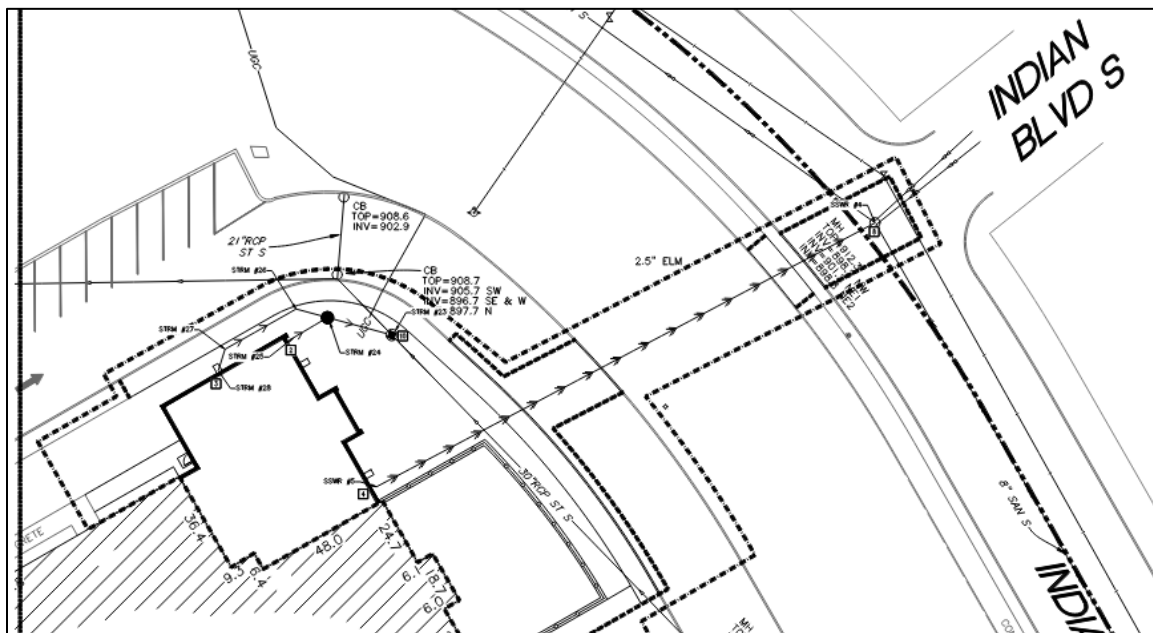
Image of Proposed Materials Onsite



Rendering of New Classroom Addition

Utilities

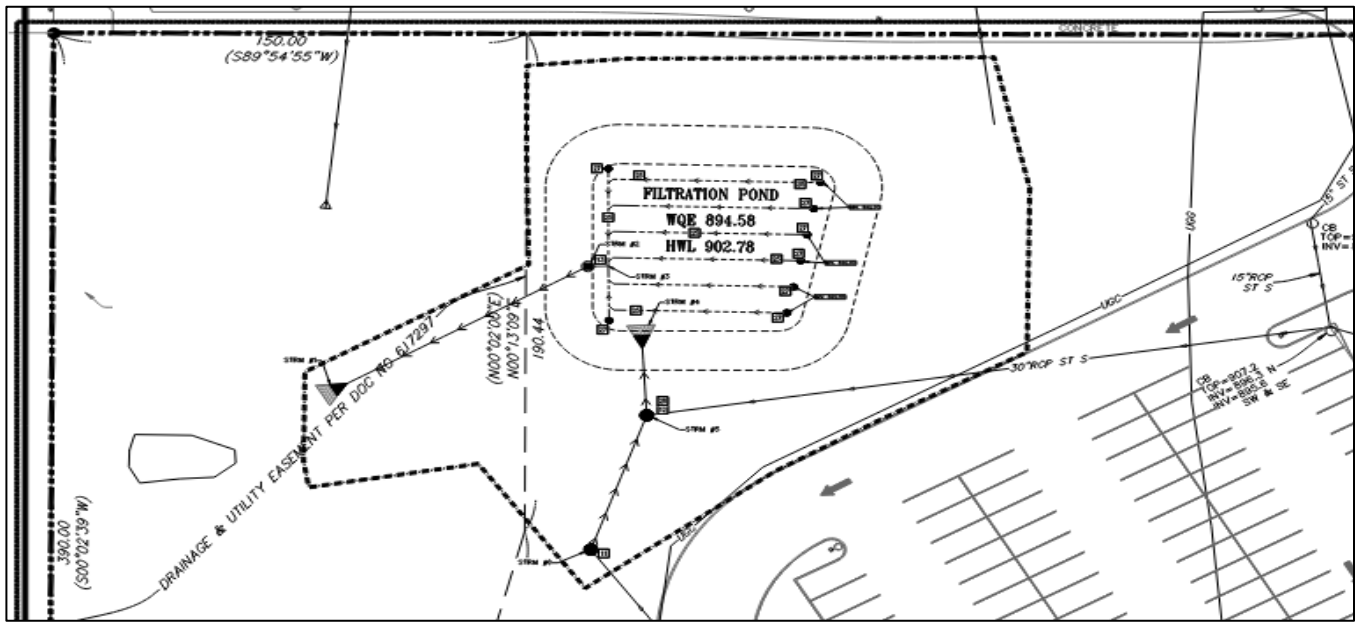
The gymnasium addition is proposed to connect to existing private utilities onsite. The classroom addition will require connection of a private sanitary sewer line to the public sanitary sewer manhole within Indian Boulevard. The School District will be required to obtain a sewer/water permit and right-of-way permit for these connections. Additionally, the District shall enter into a hydrant access agreement that would allow the City the right to access District property to maintain, operate, and flush private hydrants within the site.



Sanitary Sewer Connection on Indian Boulevard

Grading and Storm Water Management

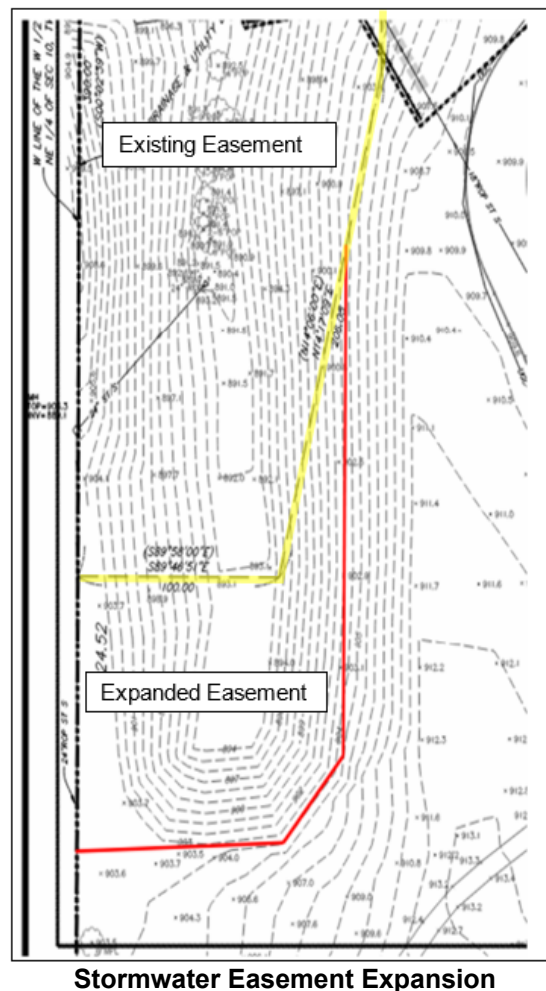
There is an existing City stormwater pond within the Grey Cloud Elementary parcel. The school was constructed prior to modern stormwater requirements and currently does not have a dedicated private stormwater basin. The Applicant is proposing construction of a stormwater basin to serve the additional impervious areas being proposed with this site plan modification. The proposed basin is located on the north side of the site, adjacent to the existing City pond. A detailed stormwater management plan was submitted, and the Applicant shall comply with all comments included in the City Engineer Review Memo dated 9/11/25. A private stormwater maintenance agreement will be required to be executed for the proposed private system. A grading LOC will be required prior to the issuance of a grading permit.



Proposed Stormwater Pond

Drainage and Utility Easement

A drainage and utility easement on the northwest corner of the site currently exists over a portion of an existing City stormwater pond. Since its original construction, the City pond has been expanded to the south, beyond the existing easement. City staff have maintained the original pond and the expanded area, but the easement was never updated to reflect the larger pond. This basin currently services the school district property, Kingston Park, and select residences along Indian Boulevard. The existing stormwater easement is required to be expanded to the south to encompass the pond within the 903.5 elevation.



Neighborhood Meeting

The applicant held a neighborhood meeting on September 16, 2025, at Grey Cloud Elementary. Notice of the neighborhood meeting was sent to 237 surrounding property owners within 500 feet of the property line. The intent of the meeting was to give neighboring property owners the opportunity to ask questions and present concerns they may have to the Applicant. No property owners attended the meeting. Three representatives from the School District and one representative of the Applicant were present.

Public Hearing Notices

The public hearing notice for the September 22, 2025, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed to 237 property owners within 500 feet of the proposed project on September 10, 2025, and an amended notice was sent on September 15, 2025. Staff have not received any written comments at the time of writing the report.

Planning Commission Meeting

The City's Planning Commission reviewed this proposal and held a public hearing at their September 22, 2025, meeting. One clarifying question was requested by the Commission as follows:

- What was the reason for the playground being relocated, and was this something that was required by the city?
 - Staff clarified that the playground relocation was decided by the Applicant for their own self-interest, not a city requirement.

The Commission unanimously voted (7-0) to recommend approval.

Recommendation

The City Council is recommended to take the following actions:

1. Adopt Resolution 2025-162 approving the Site Plan Review of an approximate 3,476 square foot classroom addition, an approximate 6,505 square foot gymnasium addition, and reworking of the site stormwater and parking lots at Grey Cloud Elementary School located at 9525 Indian Boulevard South.
2. Approve the amended permanent drainage and utility easement.
3. Approve the Hydrant Access Agreement and Stormwater Maintenance Agreement with Independent School District 833.

Attachments

Civil Plans 8/27/25 (received 8/27/2025)
Engineer Review Memo 9/11/2025
Grey Cloud Project Letter
Stormwater Maintenance Agreement
Hydrant Access Easement Agreement
Amended Stormwater Easement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-162

**A RESOLUTION APPROVING A SITE PLAN REVIEW FOR ADDITIONS AND
ASSOCIATED SITE IMPROVEMENTS TO GREY CLOUD ELEMENTARY SCHOOL
LOCATED AT 9525 INDIAN BOULEVARD SOUTH**

WHEREAS, Koma Architects, on behalf of South Washington County School District ISD 833, applied for a Site Plan Review for additions to the current structure located at 9525 Indian Boulevard South. The proposed combined 9,981 square foot additions will provide additional classroom space and a new gymnasium. Additional site improvements include the addition of a new stormwater pond, a sewer connection, and reworking of onsite parking on property legally described below:

The Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota.

AND

That part of the West Half of the Northeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, described as commencing at the Northwest corner of said Northeast Quarter of Section 10; thence on an assumed bearing of South 0 degree 35 minutes 14 seconds East along the west line of said Northeast Quarter of Section 10 a distance of 1912.12 feet to the south line of Indian Boulevard South as dedicated in EAST PARKVIEW FIRST ADDITION, according to the recorded plat thereof, Washington County, Minnesota, being that point of beginning of the land to be described; thence North 89 degrees 17 minutes 02 seconds East along the south line of said Indian Boulevard South a distance of 633.91 feet to its intersection with the southerly extension of the east line of Lot 17, Block 4, said EAST PARKVIEW FIRST ADDITION; thence North 0 degrees 42 minutes, 58 seconds West along said southerly extension of Lot 17 a distance of 35.00 feet; thence easterly and southeasterly a distance of 482.57 feet along a nontangential curve concave to the Southwest, having a radius of 460.82 feet, a central angle of 60 degrees 00 minutes 00 seconds, and a chord that bears South 60 degrees 42 minutes 58 seconds east, thence South 30 degrees 42 minutes 58 seconds east, tangent to said curve, a distance of 357.98 feet to point of curve of a curve having a radius of 460.82 feet and which is tangent to the last described line and to the south line of the East Half of said Northeast Quarter of Section 10; thence southeasterly a distance of 153.01 feet along said last described curve concave to the Northeast having a radius of 460.82 feet and a central angle of 19 degrees 01 minutes 29 seconds to the east line of said West Half of the Northeast Quarter of Section 10; thence South 0 degrees 42 minutes 58 seconds East along said East line of the West Half of the Northeast Quarter of Section 10 a distance of 110.79 feet to the Southeast corner of said West Half of the Northeast Quarter of Section 10; thence South 89 degrees 41 minutes 13 seconds West along the south line of said West Half of the Northeast Quarter of Section 10 a distance of 1310.55 feet to the Southwest corner of said West Half of the Northeast corner of Section 10; thence North 0 degrees 35 minute 14 seconds West along said west line of the West Half of the Northeast Quarter of Section 10 a distance of 724.51 feet to the point of beginning.

AND

The East Half of the Northeast Quarter of the Southwest Quarter' Section 10, Township 27, Range 21, Washinton County, Minnesota, except the North 572.92 feet thereof.

Commonly known as 9525 Indian Boulevard South Jamacia Avenue South, Cottage Grove, Washington County, State of Minnesota.

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

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

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

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended that the City Council approve the site plan review for proposed additions to the current structure and associated site improvements located at 9525 Indian Boulevard South, at their September 22, 2025, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the site plan review for the construction of building additions, and associated site improvements at Grey Cloud Elementary School located at 9525 Indian Blvd South, subject to the conditions below:

1. The project shall be completed in accordance with the plans submitted as amended by the conditions of approval. Any significant changes to the plans, as determined by planning staff, shall require review and approval by the Planning Commission and City Council.
2. Prior to the issuance of a grading permit, the final grading plan shall be approved by the City Engineer.
3. Prior to the issuance of a building permit, the Applicant shall incorporate the recommendations, requirements, and evaluations noted in the engineer review memo dated September 11, 2025, and subject to the modifications as required by the City Engineer. All comments shall be adopted herein by reference.
4. All applicable permits (i.e., building, electrical, grading, right-of-way, sewer and water, and mechanical) and a commercial plan review packet must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official, City Engineer, and Fire Marshall.

5. Installation of landscaping shall occur in a timely fashion and be consistent with an approved plan. Prior to the issuance of a building permit, a letter of credit in the amount of 150 percent of the landscape estimate shall be submitted to the City as required by City ordinance. The financial guarantee shall be held until all required plantings are installed. At the time of installation, the Planning Department shall conduct an inspection to verify compliance with the landscape plan. If the inspection is approved, 50 percent of the financial guarantee shall be released. One year from the date of the initial inspection a follow-up inspection shall be conducted to verify survivability. If the follow-up inspection is approved, the remainder of the financial guarantee shall be released.
6. The grading and erosion control plan for the site must comply with NPDES II Permit requirements. Erosion Control Devices must be installed prior to the commencement of any grading activity. Erosion control must be performed in accordance with the recommended practices of the "Minnesota Construction Site Erosion and Sediment Control Planning Handbook" and the conditions stipulated in Title 9-7-1, Erosion Control During Construction, of the City's Subdivision Ordinance. The Applicant shall be responsible for the costs for the City to inspect the site in relation to erosion control conformance.
7. A grading LOC is required prior to the issuance of a grading permit.
8. A site improvement LOC will be required prior to the issuance of a building permit for public improvements associated with the sewer connection on Indian Boulevard.
9. The Applicant must provide the City with an as-built survey of all utilities and a grading plan prior to the issuance of a final certificate of occupancy.
10. All areas of the site, where practical, shall be established with sod and seed, and maintained per the approved final landscaping plan.
11. Signage is not approved as part of this application. Any proposed signage shall meet the requirements of the sign ordinance and require a separate building permit.
12. An amendment to the existing drainage and utility easement shall be recorded for the existing stormwater basin located on the northwestern edge of the property prior to the issuance of a certificate of occupancy.
13. Prior to the issuance of a building permit and/or grading permit, the Applicant shall provide an executed private stormwater maintenance agreement.
14. Prior to the issuance of a building and/or grading permit, the Applicant shall execute an access agreement for private hydrants within the site.

Passed this 5th day of November 2025.

Myron Bailey, Mayor

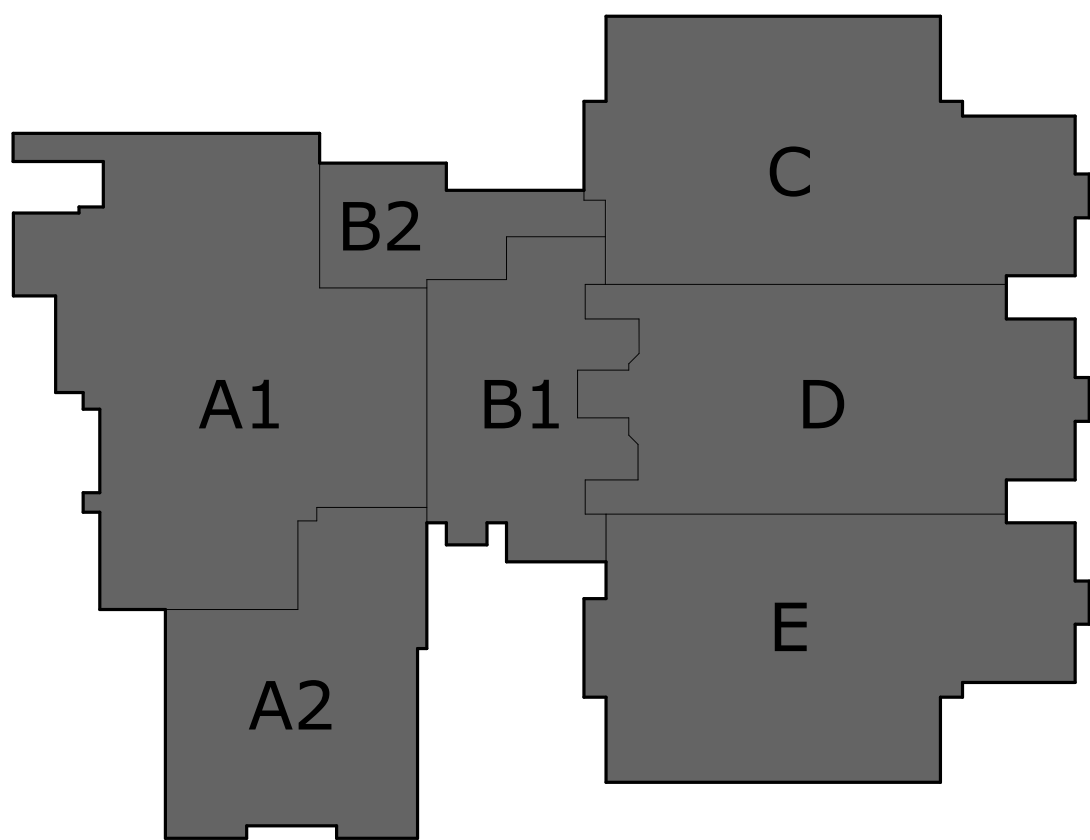
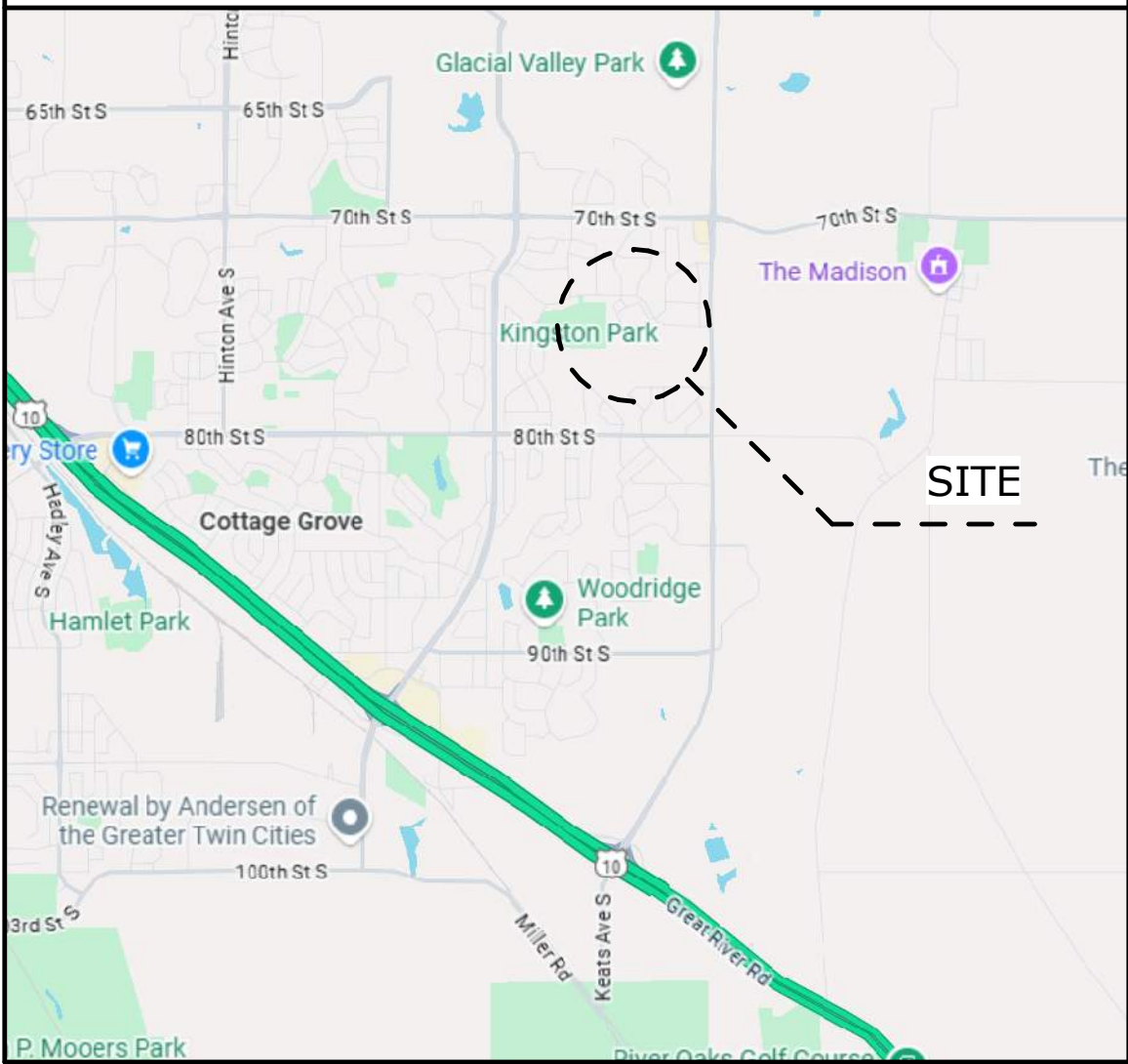
Attest:

Tamara Anderson, City Clerk

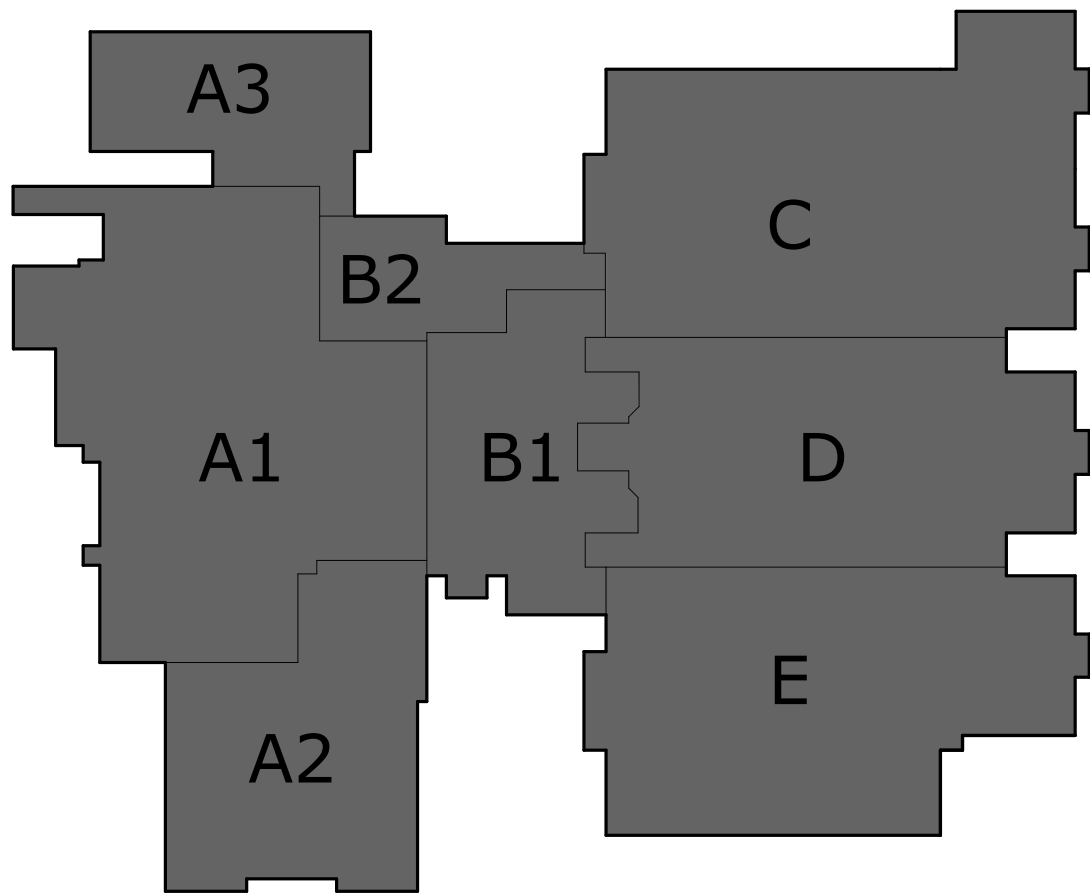
GREY CLOUD ELEM SCHOOL ADDITIONS & RENOVATIONS

COTTAGE GROVE, MN

VICINITY MAP:



KEY PLAN - EXISTING
NOT TO SCALE



KEY PLAN - NEW
NOT TO SCALE

ABBREVIATIONS:

±	PLUS OR MINUS	GFI	GROUND FAULT INTERRUPTER	STC	SOUND TRANSMISSION CLASS
AC	AIR CONDITIONING	GL	GLASS	STD	STANDARD
ACT	ACOUSTICAL CEILING TILE	GLAZ	GLAZING	STL	STEEL
ADD	ADDITIONAL	HB	HOSE BIB	STR	STRUCTURAL
ADJ	ADJUSTABLE, ADJACENT	HC	HOLLOW CORE	SUSP	SUSPENDED
AFF	ABOVE FINISHED FLOOR	HDWR	HARDWARE	SV	SHEET VINYL
AHU	AIR HANDLING UNIT	HM	HOLLOW METAL	T	TREAD
ALT	ALTERNATE	HORZ	HORIZONTAL	T&G	TONGUE AND GROOVE
ALUM	ALUMINUM	HR	HOUR	TEMP	TEMPERED, TEMPORARY
ANOD	ANODIZED	HT	HEIGHT	TERR	TERRAZZO
AP	ACCESS PANEL	HVAC	HEATING, VENTILATION & AIR CONDITIONING	TOC	TOP OF CONCRETE
APPROX	APPROXIMATE	HYD	HYDRANT	TOF	TOP OF FOOTING
ARCH	ARCHITECT(URAL)	ID	IDENTIFICATION	TOM	TOP OF MASONRY
AVG	AVERAGE	INS	INSULATION	TOPO	TOPOGRAPHY
BD	BOARD	IMP	INSULATED METAL PANEL	TOS	TOP OF STEEL
BIT	BITUMINOUS	IN	INCH(ES)	TOW	TOP OF WALL
BLDG	BUILDING	INCL	INCLUDE(D), INCLUDING	TYP	TYPICAL
BLKG	BLOCKING	INSL	INSULATE, INSULATION	UNO	UNLESS NOTED OTHERWISE
BO	BOTTOM OF	INT	INTERIOR	VB	VINYL BASE
BRG	BEARING	INW	INVERT	VCT	VINYL COMPOSITION TILE
BSMT	BASEMENT	JAN	JANITOR	VERT	VERTICAL
BUR	BUILT-UP ROOF	JST	JOIST	VIF	VERIFY IN FIELD
CG	CORNER GUARD	JT	JOINT	W	WITH
CIP	CAST IN PLACE	L	LENGTH	W/O	WITHOUT
CJ	CONTROL JOINT	LAM	LAMINATE	WC	WATER CLOSET
CLG	CEILING	LAV	LAVATORY	WD	WOOD
CLR	CLEAR	LB	POUND	WDW	WINDOW
CMTBD	CEMENT BOARD	LBS	POUNDS	WH	WATER HEATER
CMU	CONCRETE MASONRY UNIT	LF	LINEAL FEET	WRB	WATER RESISTIVE BARRIER
COL	COLUMN	LOC	LOCATION, LOCATE	WSCT	WAINSCOT
CONC	CONCRETE	LTG	LIGHTING	WT	WEIGHT
CONST	CONSTRUCTION	LVL	LAMINATED VENEER LUMBER	WWF	WELDED WIRE FABRIC
CONT	CONTINUOUS	MAS	MASONRY		
COORD	COORDINATION	MATL	MATERIAL		
CPT	CARPET	MAX	MAXIMUM		
CT	CERAMIC TILE	MECH	MECHANICAL		
CTOP	COUNTERTOP	MEMB	MEMBRANE		
CTR	CENTER	MEZZ	MEZZANINE		
CTRL	CONTROL	MFR	MANUFACTURER		
CUH	CABINET UNIT HEATER	MIN	MINIMUM		
DEMO	DEMOLISH, DEMOLITION	MISC	MISCELLANEOUS		
DF	DRINKING FOUNTAIN	MTD	MOUNTED		
DIA	DIAMETER	MTL	METAL		
DIM	DIMENSION	N/A	NOT APPLICABLE		
DN	DOWN	NIC	NOT IN CONTRACT		
DTL	DETAIL	NOM	NOMINAL		
DWG	DRAWING	NTS	NOT TO SCALE		
EA	EACH	OC	ON CENTER		
EF	EXHAUST FAN	OCF	OWNER FURNISHED, CONTRACTOR INSTALLED		
EFIS	EXTERIOR INSULATION FINISH SYSTEM	OFOI	OWNER FURNISHED, OWNER INSTALLED		
EJ	EXPANSION JOINT	OH	OVERHEAD		
EL	ELEVATION	OPG	OPENING		
ELEC	ELECTRICAL	OPP	OPPOSITE		
ELEV	ELEVATOR	P	PAINT		
EMER	EMERGENCY	PART	PARTITION		
ENG	ENGINEER	PATT	PATTERN		
EP	ELECTRICAL PANEL	PC	PRECAST CONCRETE		
EPDM	ETHYLENE PROPYLENE DIENE MONOMER	PIV	POST INDICATOR VALVE		
EQ	EQUAL	PKG	PARKING		
EQUIP	EQUIPMENT	PL	PLATE		
EW	EACH WAY	PLAM	PLASTIC LAMINATE		
EWG	ELECTRIC WATER COOLER	PREFIN	PREFINISHED		
EXIST	EXISTING	PROP	PROPERTY		
EXT	EXTERIOR	PRV	POWER ROOF		
FA	FIRE ALARM	PT	PORCELAIN TILE		
FAB	FABRICATE	PVC	POLYVINYL CHLORIDE		
FD	FLOOR DRAIN	QT	QUARRY TILE		
FE	FIRE EXTINGUISHER	QTY	QUANTITY		
FEC	FIRE EXTINGUISHER CABINET	R	RADIUS, RISER		
FF&E	FIXTURES, FURNISHINGS, EQUIPMENT	RB	RUBBER BASE		
FFE	FINISHED FLOOR ELEVATION	RCP	REFLECTED CEILING PLAN		
FIN	FINISH	RD	ROOF DRAIN		
FIXT	FIXTURE	REF	REFERENCE, REFRIGERATOR		
FLOR	FLUORESCENT	REINF	REINFORCED		
FLR	FLOOR	REQD	REQUIRED		
FND	FOUNDATION	REV	REVERSE(D), REVISED		
FO	FACE OF	RM	ROOM		
FOC	FACE OF CONCRETE	RO	ROUGH OPENING		
FOF	FACE OF FINISH	RT	RUBBER TILE		
FOM	FACE OF MASONRY	RWL	RAIN WATER LEADER		
FOPC	FACE OF PRECAST	SAN	SANITARY		
FOS	FACE OF STUDS	SC	SOLID CORE		
FRP	FIBER REINFORCED PLASTIC PANEL	SCHD	SCHEDULE		
FT	FEET OR FOOT	SF	SQUARE FEET		
FTG	FOOTING	SHWR	SHOWER		
FURN	FURNITURE	SIM	SIMILAR		
GA	GAGE	SLNT	SEALANT		
GALV	GALVANIZED	SPEC	SPECIFICATION(S)		
GBD	GYPSON BOARD	SQ	SQUARE		
GC	GENERAL CONTRACTOR	SS	SOLID SURFACE		
		SSTL	STAINLESS STEEL		

ROSTER:

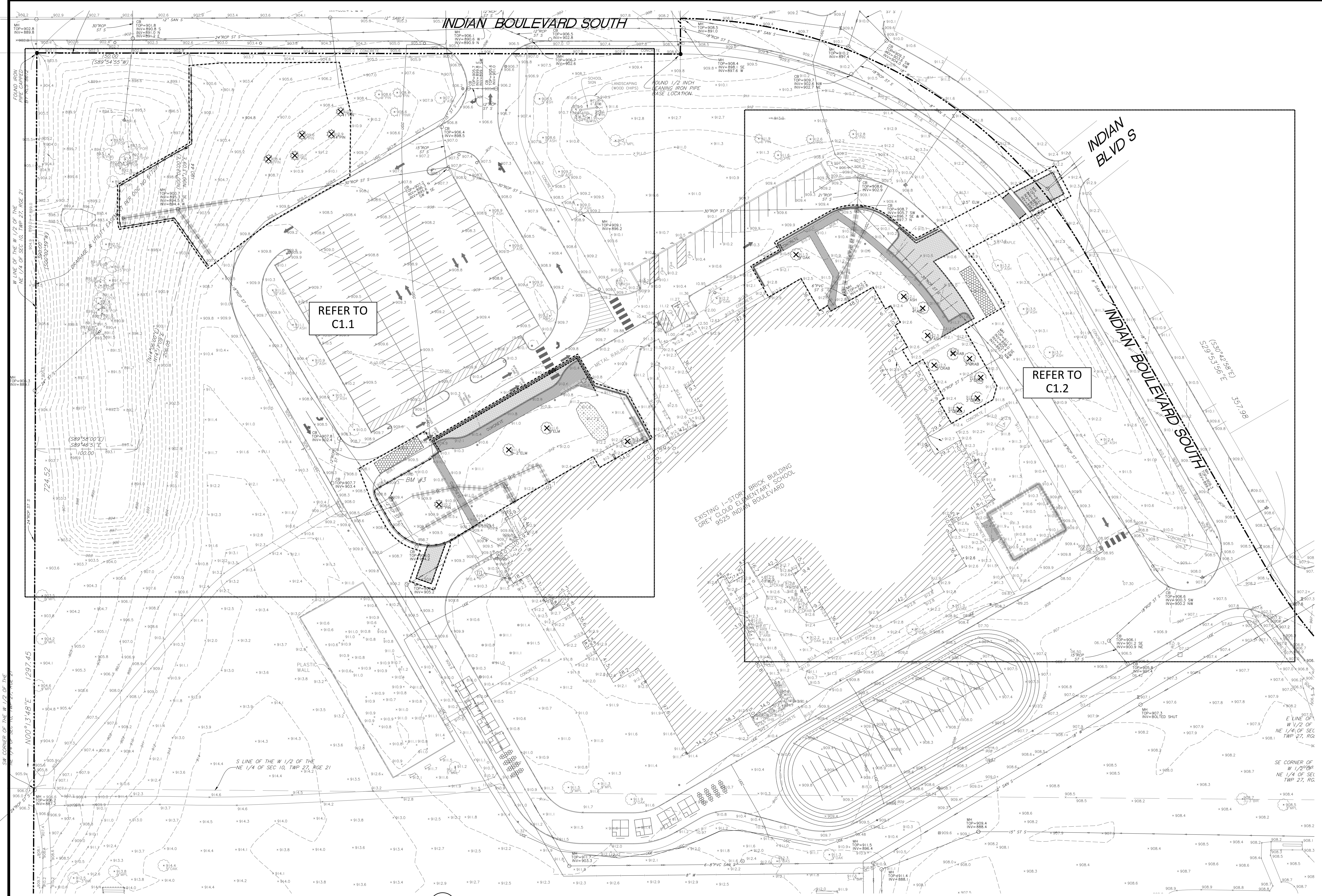
OWNER:	SOUTH WASHINGTON COUNTY SCHOOLS ISD 833 GREY CLOUD ELEMENTARY SCHOOL 7362 EAST POINT DOUGLAS RD SE, COTTAGE GROVE, MN 55016 KYLE LUECKER: DIRECTOR OF FACILITIES 651-425-6299 KUECKER@SOWASHCO.ORG DAN HINES: ASSISTANT DIRECTOR FOR ENGINEERING AND INFRASTRUCTURE; DEPARTMENTS OF FACILITIES AND TECHNOLOGY 651-425-6276 DHINES@SOWASHCO.ORG
ARCHITECT:	KOMA, INC 2051 KILLEBREW DRIVE, SUITE 680 BLOOMINGTON, MN 55425 MARC DUBOIS: PROJECT MANAGER 651-789-4139 MDUBOIS@KOMAINC.COM KEVIN DUMMER: PROJECT ARCHITECT 651-789-4136 KDUMMER@KOMAINC.COM
STRUCTURAL ENGINEER:	KOMA, INC 2051 KILLEBREW DRIVE, SUITE 680 BLOOMINGTON, MN 55425 MATT VAN HOOF 651-789-4129 MVANHOO@KOMAINC.COM
MECHANICAL ENGINEER:	EMANUELSON-PODAS, INC 7705 BUSH LAKE ROAD, EDINA, MN 55439 SCOTT VANDER HEIDEN: MANAGING PARTNER, MECHANICAL ENGINEER 952-237-8479 SVANDERHEIDEN@EPINC.COM NOAH OEHLMKE: LEAD MECHANICAL ENGINEER 952-255-6214 NOEHLMKE@EPINC.COM
ELECTRICAL ENGINEER:	EMANUELSON-PODAS, INC 7705 BUSH LAKE ROAD, EDINA, MN 55439 JACOB GARNER: SENIOR ELECTRICAL ENGINEER 952-698-9408 JGARNER@EPINC.COM KELLY ARTZ: PARTNER, ELECTRICAL ENGINEER (TECHNOLOGY) 952-540-4043 KARTZ@EPINC.COM
CONSTRUCTION MANAGER:	KRAUS ANDERSON 501 S 8TH STREET, MINNEAPOLIS, MN 55404 AJ LILLESVE: SENIOR PROJECT MANAGER 480-369-2079 AJ.LILLESVE@KRAUSANDERSON.COM

DRAWING SYMBOLS:

	DETAIL NUMBER		EARTH OR FILL
	SHEET WHERE SECTION IS LOCATED		POROUS FILL OR GRAVEL
	BUILDING SECTION NUMBER		CMU
	ELEMENT SECTION NUMBER		CONCRETE
	BUILDING ELEVATION NUMBER		MORTAR
	ELEMENT ELEVATION NUMBER		BITUMINOUS
	SHEET WHERE ELEVATION IS LOCATED		BRICK
	CLOUD AROUND REVISION		GYPSON BOARD
	ROOM NAME		STEEL STUD
	ROOM NUMBER		STRUCTURAL WOOD
	ROOM WHERE DOOR IS LOCATED		FINISHED WOOD
	DOOR LETTER		PLYWOOD
	WORK POINT, CONTROL POINT OR DATUM POINT		BATT INSULATION
	GRID REFERENCE		RIGID INSULATION EXTRUDED
	GRID LINE		RIGID INSULATION EXPANDED
	EXISTING GRID REFERENCE		STEEL
	WALL TYPE		
	WINDOW		
	WINDOW / STOREFRONT TAG		
	CENTERLINE SYMBOL		

SHEET SCHEDULE SITE PLAN REVIEW

SHEET NUMBER	SHEET NAME
GENERAL	
G01	TITLE SHEET
CIVIL	
C1.0	OVERALL SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN
C1.1	SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN
C1.2	SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN
C2.0	OVERALL GRADING, DRAINAGE, AND EROSION CONTROL PLAN
C2.1	GRADING, DRAINAGE, AND EROSION CONTROL PLAN
C2.2	GRADING, DRAINAGE, AND EROSION CONTROL PLAN
C3.0	OVERALL UTILITY PLAN
C3.1	UTILITY PLAN
C3.2	UTILITY PLAN
C4.0	OVERALL PAVING AND GEOMETRIC PLAN
C4.1	PAVING AND GEOMETRIC PLAN
C4.2	PAVING AND GEOMETRIC PLAN
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
C6.0	STORMWATER POLLUTION PREVENTION PLAN - EXISTING CONDITIONS
C6.1	STORMWATER POLLUTION PREVENTION PLAN - PROPOSED CONDITIONS
C6.2	STORMWATER POLLUTION PREVENTION PLAN - NOTES
LANDSCAPE	
L100	LANDSCAPE OVERVIEW PLAN
L101	LANDSCAPE PLAN AREA 'A'
L102	LANDSCAPE PLAN AREA 'B'
L201	LANDSCAPE DETAILS
L202	LANDSCAPE DETAILS
L301	TREE PRESERVATION & MITIGATION PLAN
L302	TREE PRESERVATION & MITIGATION PLAN
ARCHITECTURAL	
A10	FIRST FLOOR PLAN - OVERALL
A19	ROOF PLAN - OVERALL
A31	EXTERIOR ELEVATIONS - OVERALL
A32	EXTERIOR ELEVATIONS - OVERALL
ELECTRICAL	
E03	SITE PHOTOMETRICS



NOTE: THE BACKGROUND INFORMATION WAS PREPARED BY SUNDE LAND SURVEYING IN JANUARY 2020 (952-881-2455). THE SURVEY HAS SINCE BEEN UPDATED BY BKBM PER THE FOLLOWING BKBM CONSTRUCTION PLANS:

GREY CLOUD ELEMENTARY SCHOOL PAVEMENT REHABILITATION (2020-01-28)

NOT ALL EXISTING INFORMATION SHOWN ON THE PLANS HAS BEEN SURVEYED. AS PORTIONS OF THE SITE ARE BASED ON OLD DESIGN DRAWINGS, AS SUCH, THE CONTRACTOR SHALL FIELD VERIFY EXISTING INFORMATION SHOWN, SUCH AS TIE-IN POINTS, ELEVATIONS, AND SITE FEATURES, AND SHALL CORRECT THEM TO BE ACCURATE AND WILL WORK WITH THE PROPOSED DESIGN INTENT. THIS WORK SHALL BE PROVIDED PRIOR TO THE START OF ANY CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR WORK THAT COULD HAVE BEEN AVOIDED BY PERFORMING THE ABOVE.

- DEMOLITION AND REMOVAL NOTES:**
- CONTRACTOR SHALL FOLLOW ALL CITY OF COTTAGE GROVE STANDARDS AND SPECIFICATIONS.
 - PRIOR TO START OF ANY CONSTRUCTION ACTIVITY, ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY OF COTTAGE GROVE. PERIMETER SEDIMENT PROTECTION SHALL BE INSTALLED ALONG THE CONTOUR.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR, IF MAPPED, ARE SHOWN CORRECTLY. CONTACT Gopher State One Call at 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
 - THERE MAY BE MISCELLANEOUS ITEMS TO BE REMOVED THAT ARE NOT IDENTIFIED ON THESE PLANS. THE CONTRACTOR SHALL VISIT THE SITE AND REVIEW THE DOCUMENTS TO OBTAIN A CLEAR UNDERSTANDING OF THE INTENDED SCOPE OF WORK.
 - REMOVE ALL GAS AND ELECTRIC LINES UNDER PROPOSED BUILDING FOOTPRINT. COORDINATE DISCONNECTION OF EACH UTILITY WITH THE UTILITY OWNER.
 - ANY UTILITIES NOT INDICATED FOR REMOVAL OR ABANDONMENT ARE TO BE PROTECTED AT ALL TIMES.
 - EXISTING CONCRETE PAVEMENT AND CURB AND GUTTER SHOWN TO BE REMOVED WITHIN THE SCOPE OF THE PROJECT SHALL BE REMOVED FROM THE SAW CUT LINES TO THE NEAREST JOINT.
 - THE BACKGROUND INFORMATION WAS PREPARED BY SUNDE LAND SURVEYING. (952) 881-2455.
 - ALL WORK IN THE PUBLIC RIGHT OF WAY IS TO BE COORDINATED WITH THE CITY OF COTTAGE GROVE. ROADWAY REPAIRS, BOULEVARD REPAIRS, AND TRAFFIC CONTROL ARE TO BE PER CITY OF COTTAGE GROVE STANDARDS AND SPECIFICATIONS.

- GENERAL NOTES:**
- CONCRETE CURB AND GUTTER REMOVAL, PAVEMENT REMOVAL, AND UTILITY REMOVAL LIMITS ARE TO BE COORDINATED WITH THE CITY OF COTTAGE GROVE AND UTILITY OWNER.
 - THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN WHILE WORKING WITHIN THE RIGHT-OF-WAY. THE TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY ENGINEERING DEPARTMENT PRIOR TO STREET ENCROACHMENT.
 - CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING AND REVIEW ALL CONSTRUCTION DOCUMENTS AND GEOTECHNICAL REPORTS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ITEMS THAT SHOULD HAVE BEEN ANTICIPATED BY PERFORMING THE ABOVE.
 - THE CONSTRUCTION ENTRANCE INDICATED ON THE PLAN IS SHOWN IN AN APPROXIMATE LOCATION. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF COTTAGE GROVE FOR THE EXACT CONSTRUCTION ENTRANCE LOCATION.

1 OVERALL SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN
C1.0 1"=40'

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

Samson T. Dollershell
Date: 08-27-2025 License Number: 62999

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Phone: 763.543.9420
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BKBM Project No. 25215.50

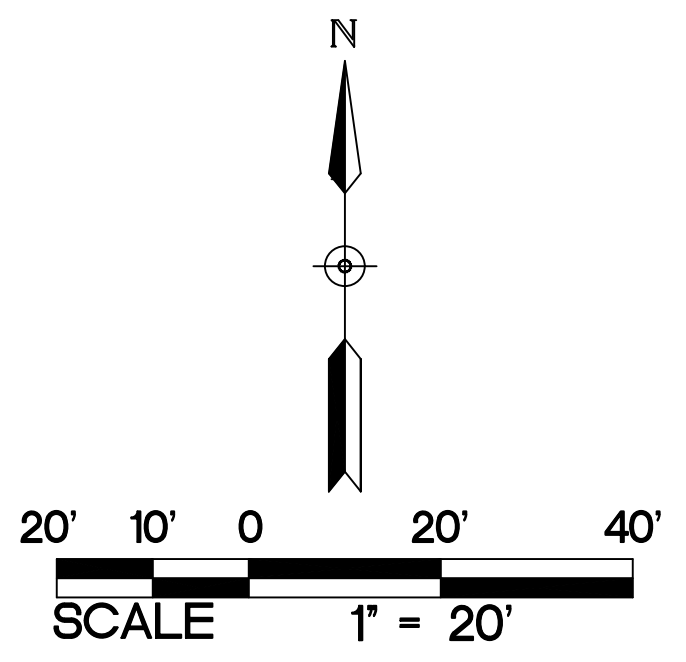
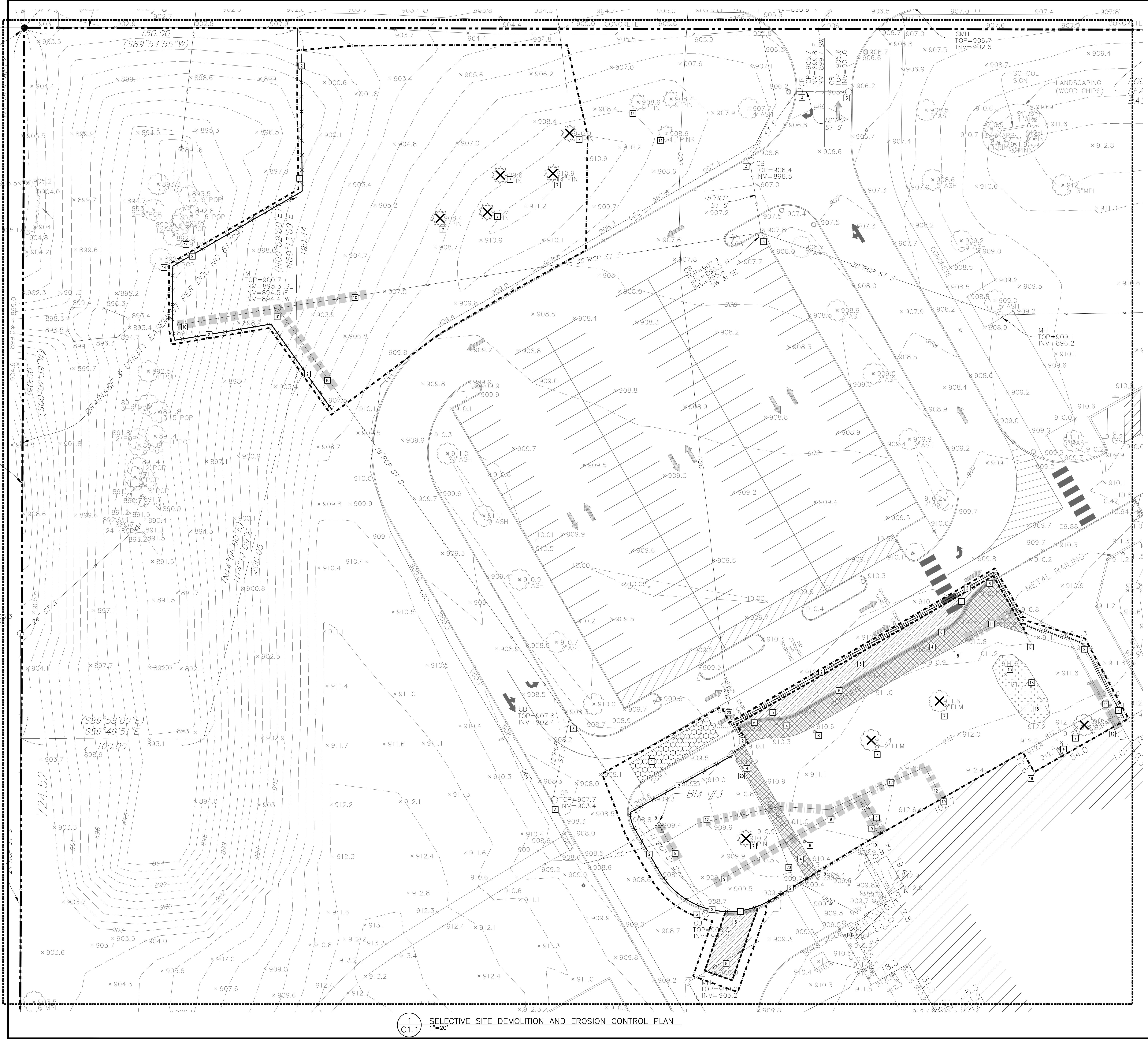
OVERALL SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN

GREY CLOUD ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT:	25215.50
DRAWN BY:	WH
CHECKED BY:	STD
DATE:	8/27/2025
REVISIONS:	

SITE PLAN REVIEW

C1.0



ABBREVIATIONS	
BUILD	Building
BM	Benchmark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
SILTATION FENCE	---X---
SEDIMENT CONTROL LOG	
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
CONSTRUCTION ENTRANCE	---
BITUMINOUS REMOVAL	---
CONCRETE REMOVAL	---
CURB REMOVAL	---
PIPE REMOVAL	---
FENCE REMOVAL	---
UTILITY REMOVAL	---
TREE REMOVAL	X
LANDSCAPE REMOVAL	---

NOTE:
STORM SEWER INLETS NOT SHOWN ON PLAN
MAY RECEIVE RUNOFF FROM CONSTRUCTION
ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION
PER DETAIL 2/C5.0 ON ALL STORM INLETS THAT
MAY RECEIVE RUNOFF.

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE
CONTRACTOR SHALL POTHOLE AND DETERMINE
THE LOCATION AND ELEVATION OF EXISTING
UNDERGROUND UTILITIES. CONTACT CIVIL
ENGINEER IF EXISTING UTILITIES TO REMAIN
WILL BE IMPACTED BY PROPOSED WORK.

REFER TO C1.0 FOR DEMOLITION AND REMOVAL
NOTES.
REFER TO C1.0 FOR GENERAL NOTES.

KEYED NOTES

KEYED NOTES ARE DENOTED BY [] ON PLAN.

1. INSTALL CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C5.0.
2. INSTALL PERIMETER EROSION CONTROL. REFER TO DETAILS 3/C5.0 AND 4/C5.0.
3. INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 2/C5.0.
4. REMOVE CONCRETE PAVEMENT IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
5. SAWCUT AND REMOVE BITUMINOUS PAVEMENT IN ITS ENTIRETY TO THE EXTENTS SHOWN.
6. REMOVE CURB AND GUTTER IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN. SAWCUT AND REMOVE AT NEAREST JOINT.
7. REMOVE TREE IN ITS ENTIRETY INCLUDING STUMP.
8. REMOVE LIGHT POLE AND ELECTRICAL LINES. REFER TO ELECTRICAL PLANS FOR LIMITS OF REMOVAL.
9. REMOVE WATER MAIN AND VALVES IN THEIR ENTIRETY TO THE EXTENTS SHOWN. ROUTING SHOWN IS APPROXIMATE. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL POT HOLE OVER WATER LINE TO VERIFY EXACT LOCATION AND CONTACT CIVIL ENGINEER WITH FINDINGS.
10. REMOVE STORM SEWER IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
11. REMOVE FENCE IN ITS ENTIRETY, INCLUDING POSTS AND FOOTING.
12. REMOVE UNDERGROUND COMMUNICATION LINE IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN. CONTRACTOR SHALL COORDINATE RELOCATION AND INSTALLATION WITH UTILITY PROVIDER PRIOR TO BIDDING.
14. EXISTING TREE TO REMAIN. PROTECT AT ALL TIMES.
15. REMOVE EXISTING LANDSCAPING IN ITS ENTIRETY.
16. REMOVE SANITARY SEWER IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
18. REMOVE AND SALVAGE EXISTING PEACE POLE. REFER TO LANDSCAPE DRAWINGS FOR RELOCATION.
19. EXISTING BUILDING TO REMAIN. PROTECT AT ALL TIMES.
20. EXISTING GAS LINE TO REMAIN. PROTECT AT ALL TIMES.

NOTE:
THE BACKGROUND INFORMATION WAS
PREPARED BY SURVEY LAND SURVEYING IN
JANUARY 2020 (852-881-2455). THE
SURVEY HAS SINCE BEEN UPDATED BY
BKBM FOR THE FOLLOWING BKBM
CONSTRUCTION PLANS:
GREY CLOUD ELEMENTARY SCHOOL
PAVEMENT REHABILITATION (2020-01-26)
NOT ALL EXISTING INFORMATION SHOWN ON
THE PLANS HAS BEEN SURVEYED. AS
PORTIONS OF THE SITE ARE BASED ON OLD
DESIGN DRAWINGS, SUCH AS TIE-IN
POINTS, ELEVATIONS, AND SITE FEATURES,
AND SHALL CONFIRM THE ACCURACY
AND WILL WORK WITH THE PROPOSED
DESIGN INTENT. THIS WORK SHALL BE
PROVIDED PRIOR TO THE START OF ANY
CONSTRUCTION. NO ADDITIONAL
COMPENSATION WILL BE PROVIDED FOR
WORK THAT COULD HAVE BEEN AVOIDED BY
PERFORMING THE ABOVE.

1 SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN
C1.1 1"=20'

SO
wash
CO
SCHOOLS

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ARCHITECTS | DESIGNERS | ENGINEERS
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I hereby certify that this plan, specification or report was
prepared by me or under my direct supervision and that I am
a duly Licensed PROFESSIONAL ENGINEER under the laws
of the State of MN.

Samson T. Dollershell
Date: 08-27-2025
License Number: 62999

BKBM Project No. 25215.50

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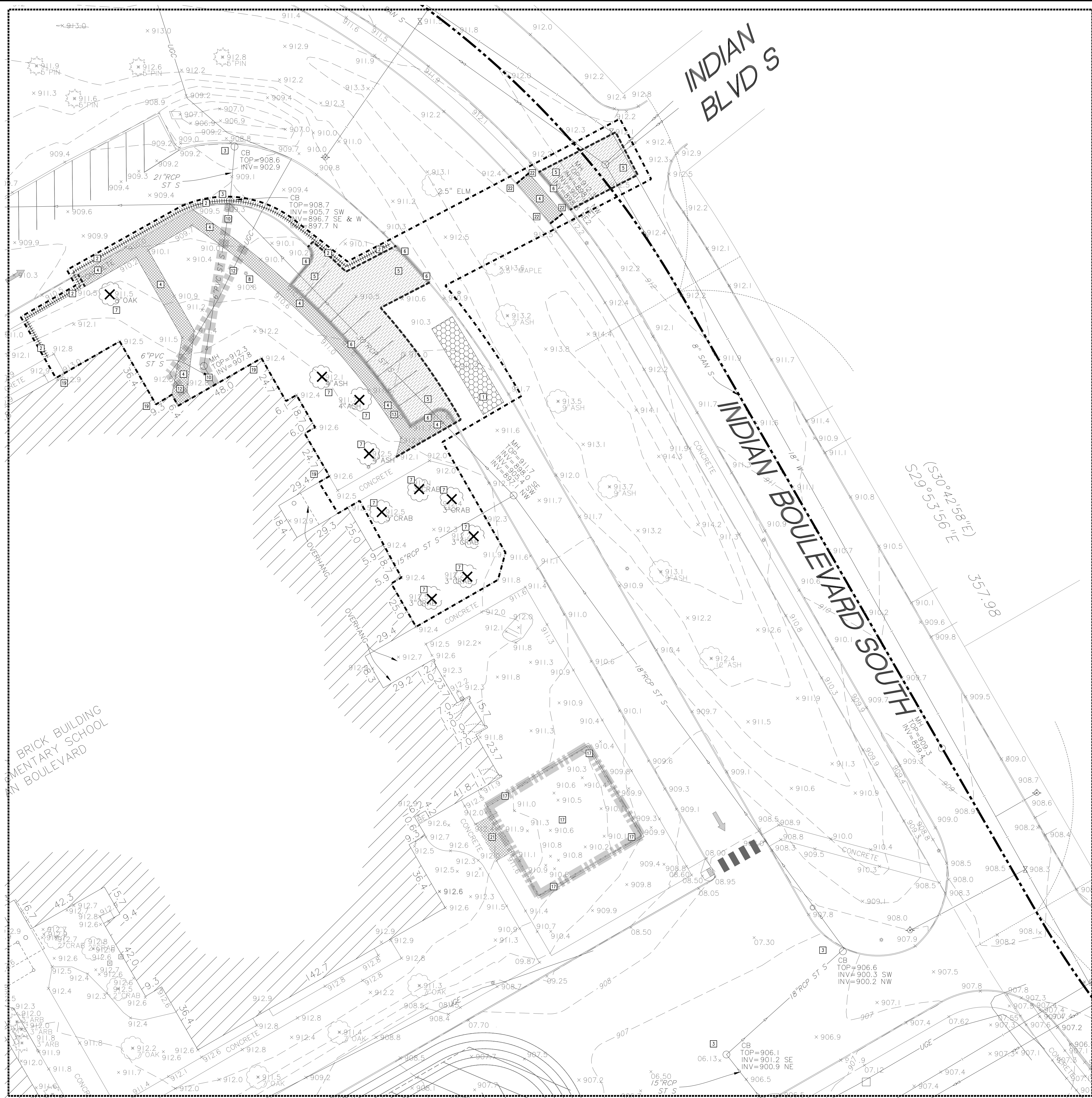
SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN

GREY CLOUD ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS 9525 INDIAN BLVD S COTTAGE GROVE, MINNESOTA 55016

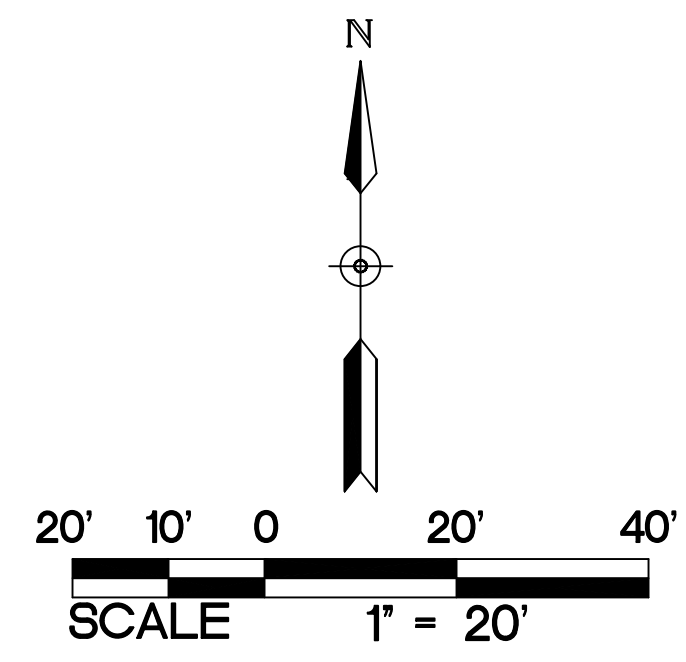
PROJECT: 25215.50
DRAWN BY: WH
CHECKED BY: STD
DATE: 8/27/2025
REVISIONS:

SITE PLAN REVIEW

C1.1



PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
SILTATION FENCE	XXXXXX
SEDIMENT CONTROL LOG	
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
CONSTRUCTION ENTRANCE	XXXXXX
BITUMINOUS REMOVAL	XXXXXX
CONCRETE REMOVAL	XXXXXX
CURB REMOVAL	XXXXXX
PIPE REMOVAL	XXXXXX
UTILITY REMOVAL	XXXXXX
FENCE REMOVAL	XXXXXX
TREE REMOVAL	XXXXXX



ABBREVIATIONS	
BUILDG	Building
BM	Benchmark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe

NOTE: PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL POthOLE AND DETERMINE THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES. CONTACT CIVIL ENGINEER IF EXISTING UTILITIES TO REMAIN WILL BE IMPACTED BY PROPOSED WORK.

NOTE: STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 2/C5.0 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.

REFER TO C1.0 FOR DEMOLITION AND REMOVAL NOTES.
REFER TO C1.0 FOR GENERAL NOTES.

- KEYED NOTES ARE DENOTED BY [] ON PLAN.
- [1] INSTALL CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C5.0.
 - [2] INSTALL PERIMETER EROSION CONTROL. REFER TO DETAILS 3/C5.0 AND 4/C5.0.
 - [3] INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 2/C5.0.
 - [4] REMOVE CONCRETE PAVEMENT IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
 - [5] SAWCUT AND REMOVE BITUMINOUS PAVEMENT IN ITS ENTIRETY TO THE EXTENTS SHOWN.
 - [6] REMOVE CURB AND GUTTER IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN. SAWCUT AND REMOVE AT NEAREST JOINT.
 - [7] REMOVE TREE IN ITS ENTIRETY INCLUDING STUMP.
 - [8] REMOVE LIGHT POLE AND ELECTRICAL LINES. REFER TO ELECTRICAL PLANS FOR LIMITS OF REMOVAL.
 - [9] REMOVE STORM SEWER IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
 - [10] REMOVE UNDERGROUND COMMUNICATION LINE IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN. CONTRACTOR SHALL COORDINATE RELOCATION AND INSTALLATION WITH UTILITY PROVIDER PRIOR TO BIDDING.
 - [11] REMOVE SIGN IN ITS ENTIRETY, INCLUDING FOOTING.
 - [12] BID ALTERNATE #5: REMOVE PLAYGROUND EQUIPMENT, SURFACING, FENCE, AND BORDER IN THEIR ENTIRETY.
 - [13] EXISTING BUILDING TO REMAIN. PROTECT AT ALL TIMES.
 - [14] BID ALTERNATE #5: REMOVE CONCRETE PAVEMENT IN ITS ENTIRETY TO THE APPROXIMATE EXTENTS SHOWN.
 - [15] BKBKM ANTICIPATES PUBLIC UTILITIES ARE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND THAT THESE UTILITIES WERE NOT LOCATED BY THE COPER ONE CALL AT THE TIME OF THE SURVEY. CONTRACTOR SHALL CALL IN UTILITY LOCATES PRIOR TO THE START OF CONSTRUCTION. INTENT IS FOR EXISTING UTILITIES TO REMAIN. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO WORK AROUND EXISTING UTILITIES IN RIGHT-OF-WAY.

NOTE: BACKGROUND INFORMATION WAS PREPARED BY SUNDE LAND SURVEYING IN JANUARY 2020 (952-881-2455). THE SURVEY HAS SINCE BEEN UPDATED BY BKBKM PER THE FOLLOWING BKBKM CONSTRUCTION PLANS:

GREY CLOUD ELEMENTARY SCHOOL PAVEMENT REHABILITATION (2020-01-28)

NOT ALL EXISTING INFORMATION SHOWN ON THE PLANS HAS BEEN SURVEYED, AS PORTIONS OF THE SITE ARE BASED ON OLD DESIGN DRAWINGS. AS SUCH, THE CONTRACTOR SHALL FIELD VERIFY EXISTING INFORMATION SHOWN, SUCH AS TIE-IN POINTS, ELEVATIONS, AND SITE FEATURES, AND SHALL CONFIRM THEY ARE ACCURATE AND WILL WORK WITH THE PROPOSED DESIGN INTENT. THIS WORK SHALL BE PROVIDED PRIOR TO THE START OF ANY CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR WORK THAT COULD HAVE BEEN AVOIDED BY PERFORMING THE ABOVE.



ARCHITECTS | DESIGNERS | ENGINEERS

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

Samson T. Dollershell
Date: 08-27-2025 License Number: 62999

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Structural & Civil Engineers
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Suite 700 Minneapolis, MN 55426
Phone: 763.543.9420
bkbkm.com

BKBKM Project No. 25215.50

SELECTIVE SITE DEMOLITION AND EROSION CONTROL PLAN

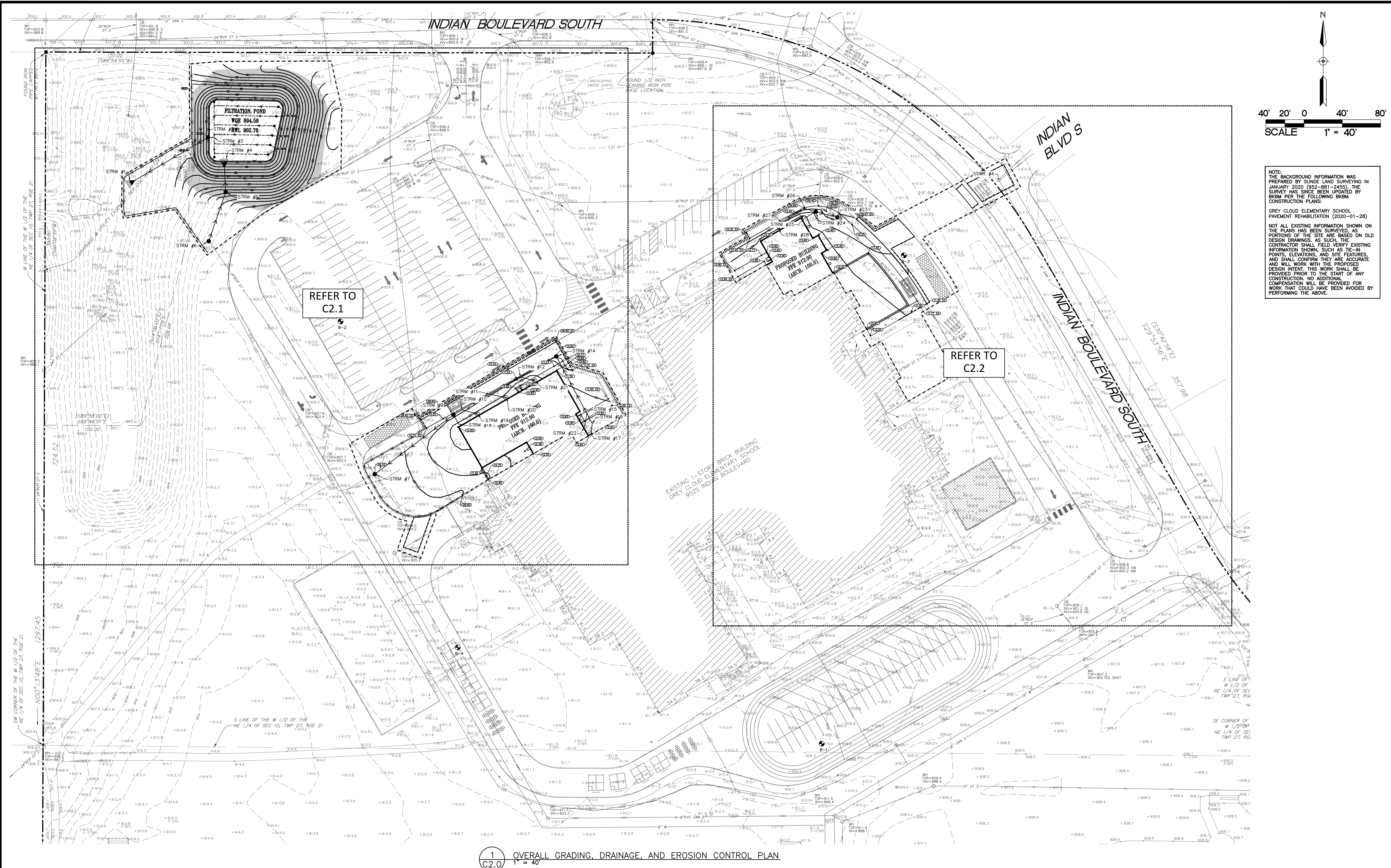
GREY CLOUD ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS

9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT: 25215.50
DRAWN BY: WH
CHECKED BY: STD
DATE: 8/27/2025
REVISIONS:

SITE PLAN REVIEW

C1.2



SO

Wash

CO

SCHOOLS

K

A

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KOMA

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BKBM

Structural & Civil Engineers

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Suite 700 Minneapolis, MN 55426
Phone: 763.543.9420
bkbm.com

PROJECT: 25215.50

DRAWN BY: WH

CHECKED BY: STD

DATE: 8/27/2025

REVISIONS:

SITE PLAN

REVIEW

C2.0

OVERALL GRADING, DRAINAGE, AND EROSION CONTROL PLAN

GREY CLOUD ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS 9525 INDIAN BLVD S COTTAGE GROVE, MINNESOTA 55016

GRADING NOTES:

- THE CONTRACTOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
- THE BACKGROUND INFORMATION WAS PREPARED BY SUNDT LAND SURVEYING, (952) 881-2455.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR, IF MAPPED, ARE SHOWN CORRECTLY. CONTACT GUTHER STATE ONE CALL AT 855-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
- PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
- NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.
- ALL SPOT ELEVATIONS SHOWN AS 12.90, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 912.90.
- ALL SPOT ELEVATIONS ALONG THE CURB-LINE INDICATE THE ELEVATION OF THE GUTTER UNLESS NOTED OTHERWISE.
- NO LANDSCAPED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.
- PROVIDE POSITIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.
- UPON COMPLETION OF THE GRADING AND UTILITY WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL GRADING AND UTILITY WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED GRADING AND UTILITY PERMITS. AN AS-BUILT GRADING AND UTILITY PLAN SHALL BE PROVIDED BY A REGISTERED LAND SURVEYOR HIRED BY THE CONTRACTOR. SURVEY SHALL BE PROVIDED TO CIVIL ENGINEER.
- PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND FUNCTIONING. THE CITY SOUTH WASHINGTON WATERSHED DISTRICT WILL INSPECT THE SITE TO DETERMINE ITS SUITABILITY FOR BUILDING ACTIVITIES. IF THE PUBLIC UTILITIES HAVE NOT BEEN INSTALLED AT THIS POINT, IT MAY BE NECESSARY TO WITHHOLD BUILDING PERMITS FOR VARIOUS LOTS TO ALLOW THE CONTRACTOR ADEQUATE SPACE TO PERFORM THIS WORK.

- ALL DEBRIS CREATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE. THIS INCLUDES TREES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON THE SITE.
- THE CONTRACTOR MAY STRIP AND SALVAGE TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS SIX INCHES OF TOPSOIL AFTER COMPACTION - SHALL BE RE-SPREAD PRIOR TO SEEDING AND MULCHING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDED THERE IS ADEQUATE TOPSOIL REMAINING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL, STRIPPING, STOCKPILING, AND RE-SPREADING SHALL BE DONE IN ACCORDANCE WITH, AND NOTED ON, THE APPROVED GRADING PLAN AND SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL TOPSOIL OR PLANTING REQUIREMENTS.
- ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGE TO ADJACENT PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE ADJACENT PROPERTY OWNER(S).
- IF CONSTRUCTION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1 AS FOLLOWS: AREAS PLANNED TO RECEIVE PAVEMENTS ARE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEED, STRAW MULCH PLACED, AND DISC-ANCHORED.
- WINTER MULCHING:
 - SNOW MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH MELTS THROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.
 - FROZEN GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH MATERIALS THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH MATERIALS THAT REQUIRE DISC-ANCHORING MAY BE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE FROZEN TO THE SOIL BY APPLYING WATER AT A RATE OF 2000 GALLONS PER ACRE OVER THE MULCH AS A SUBSTITUTION FOR DISC-ANCHORING.
- THE CONTRACTOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

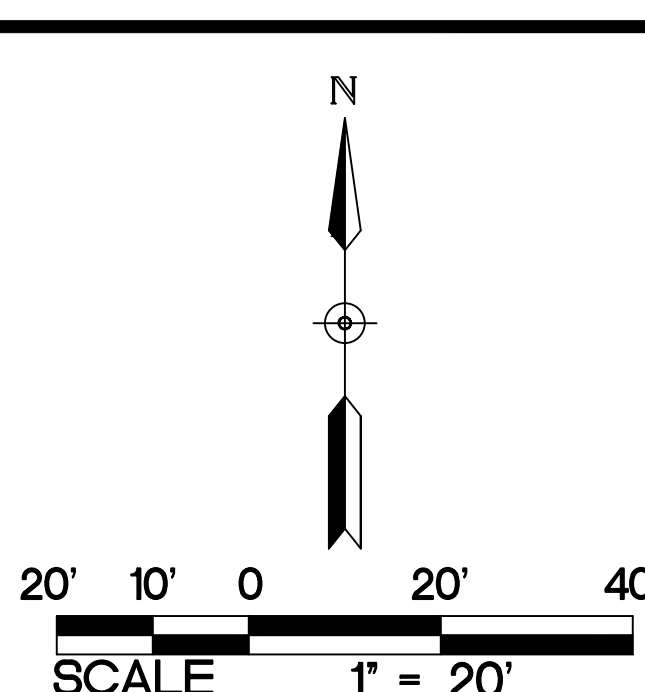
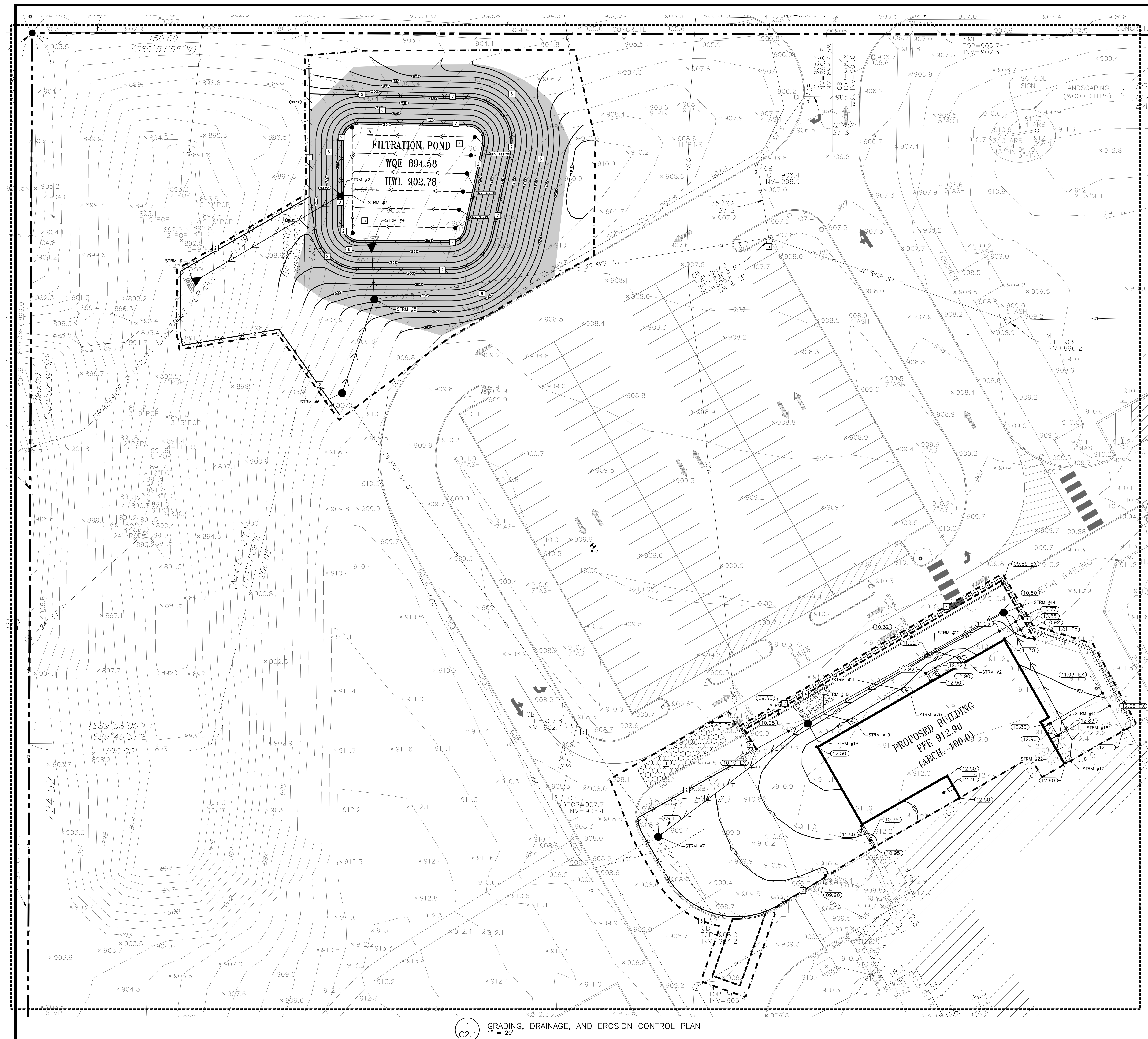
EROSION CONTROL NOTES:

- ALL EROSION CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OPERATIONS. THE CITY OF COTTAGE GROVE AND SOUTH WASHINGTON WATERSHED DISTRICT MUST BE NOTIFIED UPON COMPLETION OF THE INSTALLATION OF THE REQUIRED EROSION CONTROL FACILITIES AND PRIOR TO ANY GRADING OPERATION BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY OF COTTAGE GROVE AND SOUTH WASHINGTON WATERSHED DISTRICT. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
- ANY EROSION CONTROL FACILITIES DEEMED NECESSARY BY THE CITY OF COTTAGE GROVE OR SOUTH WASHINGTON WATERSHED DISTRICT, BEFORE, DURING, OR AFTER THE GRADING ACTIVITIES, SHALL BE INSTALLED AT THEIR REQUEST.
- NO DEVIATIONS SHALL BE MADE FROM THE ELEVATIONS SHOWN ON THE APPROVED GRADING PLAN WITHOUT PRIOR APPROVAL FROM THE CIVIL ENGINEER.
- FOR SITES GREATER THAN 1.0 ACRE, AS REQUIRED BY THE MPCA PERMIT REQUIREMENTS, THE PERMIT APPLICANT MUST KEEP AN EROSION CONTROL INSPECTION LOG. INSPECTION MUST BE MADE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT. THE INSPECTION RECORD MUST BE MADE AVAILABLE TO THE CITY OF COTTAGE GROVE AND SOUTH WASHINGTON WATERSHED DISTRICT WITHIN 24 HOURS OF REQUEST.
- FLOWS FROM DIVERSION CHANNELS OR PIPES (TEMPORARY OR PERMANENT) SHALL BE ROUTED TO SEDIMENTATION BASINS OR APPROPRIATE ENERGY DISSIPATORS TO PREVENT TRANSPORT OF SEDIMENT TO OUTFLOW TO LATERAL CONVEYORS AND TO PREVENT EROSION AND SEDIMENTATION WHEN RUNOFF FLOWS INTO THESE CONVEYORS.
- SITE ACCESS ROADS SHALL BE GRADED OR OTHERWISE PROTECTED WITH SILT FENCES, DIVERSION CHANNELS, OR DIKES AND PIPES TO PREVENT SEDIMENT FROM EXITING THE SITE VIA THE ACCESS ROADS. SITE-ACCESS ROADS/DRIVEWAYS SHALL BE SURFACED WITH CRUSHED ROCK WHERE THEY ADJOIN EXISTING PAVED ROADS.
- SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES OR EQUIPMENT SHALL BE CLEANED DAILY FROM PAVED ROADWAY SURFACES, OR MORE FREQUENTLY IF REQUESTED BY TOTT OF COTTAGE GROVE OR SOUTH WASHINGTON WATERSHED DISTRICT, THROUGHOUT THE DURATION OF CONSTRUCTION.
- DUST CONTROL MEASURES SHALL BE PERFORMED PERIODICALLY WHEN CONDITIONS REQUIRE AND/OR AS DIRECTED BY THE CITY OF COTTAGE GROVE OR SOUTH WASHINGTON WATERSHED DISTRICT.
- ALL EROSION CONTROL MEASURES SHALL BE USED AND MAINTAINED FOR THE DURATION OF SITE

- CONSTRUCTION. IF CONSTRUCTION OPERATIONS OR NATURAL EVENTS DAMAGE OR INTERFERE WITH THESE EROSION CONTROL MEASURES, THEY SHALL BE RESTORED TO SERVE THEIR INTENDED FUNCTION AT THE END OF EACH DAY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS SOON AS POSSIBLE. ANY AREAS WHICH HAVE BEEN FINISHED GRADED OR AREAS THAT HAVE BEEN DISTURBED AND FOR WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY SHALL BE SEED AND MULCHED AS SET FORTH IN THE FOLLOWING PARAGRAPHS WITHIN 7 DAYS:
 - ALL SEEDED AREAS SHALL BE EITHER MULCHED AND DISC-ANCHORED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION. TEMPORARY STRAW MULCH SHALL BE DISC-ANCHORED AND APPLIED AT A UNIFORM RATE OF NOT LESS THAN TWO TONS PER ACRE AND NOT LESS THAN 80% COVERAGE.
 - IF THE GRADED AREA IS ANTICIPATED TO BE RE-DISTURBED/DEVELOPED WITHIN SIX MONTHS, PROVIDE A TEMPORARY VEGETATIVE COVER CONSISTING OF MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) SEED MIXTURE 21-111 (OATS), OR 21-112 (WINTER WHEAT), AT A RATE OF 100 POUNDS PER ACRE.
 - IF GRADED AREA WILL NOT BE DEVELOPED FOR A PERIOD GREATER THAN SIX MONTHS, PROVIDE A SEMI-PERMANENT VEGETATIVE COVER OF SEED MIXTURE MNDOT 22-112 AT A RATE OF 40 POUNDS PER ACRE.
 - GRADING BONDS OR THE EQUIVALENT SECURITIES SHALL BE RETAINED UNTIL TURF HAS GERMINATED AND SURVIVED A 60-DAY GROWING PERIOD.
 - UNLESS SPECIFIED ELSEWHERE WITHIN THE CONSTRUCTION DOCUMENTS (I.E. ARCHITECTURAL SITE PLAN OR LANDSCAPE PLAN), PERMANENT TURF RESTORATION SHALL CONSIST OF SOD.
 - WHENEVER OTHER EROSION AND SEDIMENT CONTROL PRACTICES ARE INADEQUATE, TEMPORARY ON-SITE SEDIMENT BASINS THAT CONFORM TO THE CRITERIA FOR ON-SITE DETENTION BASINS SHALL BE PROVIDED.
 - MULCH, HYDROMULCH, AND TACKIFIERS MAY NOT BE USED FOR STABILIZATION IN SWALES OR DRAINAGE DITCHES UNLESS THE LONGITUDINAL SLOPE IS LESS THAN 2 PERCENT.
 - RUNOFF SHALL BE PREVENTED FROM ENTERING ALL STORM SEWER CATCH BASINS PROVIDING THEY ARE NOT NEEDED DURING CONSTRUCTION. WHERE STORM SEWER CATCH BASINS ARE NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION, SEDIMENT PROTECTION DEVICES AS DETAILED SHALL BE INSTALLED AND MAINTAINED AROUND ALL CATCH BASINS UNTIL THE TRIBUTARY AREA TO THE CATCH BASIN IS RESTORED.
- GRADING ACTIVITIES PROPOSED TO BEGIN AFTER OCTOBER 15 WILL REQUIRE AN APPROVED

PHASING SCHEDULE. THE AREA OF LAND THAT THE CITY WILL ALLOW TO BE DISTURBED AT THIS TIME OF YEAR WILL BE SEVERELY LIMITED. THE CITY WILL ALSO REQUIRE ADDITIONAL EROSION CONTROL DEVICES, I.E., TEMPORARY SEDIMENT BASINS, DORMANT SEEDING AND HIGH RATES OF APPLICATION OF BOTH SEED AND MULCH.

- EROSION CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF ALL PONDS WITHIN OR ADJACENT TO THE AREA TO BE GRADED UNTIL THE TRIBUTARY AREA TO THE POND IS RESTORED.
- TO MINIMIZE EROSION, ALL 3:1 SLOPES SHALL BE COVERED WITH A MN/DOT 3885 CATEGORY 20 STRAW EROSION CONTROL BLANKETS OR STAKED SOD.
- ACCUMULATION OF ALL SEDIMENT OCCURRING IN STORM SEWERS AND DITCHES SHALL BE REMOVED PRIOR TO, DURING, AND AFTER COMPLETION OF GRADING ACTIVITIES.
- EROSION CONTROL ITEMS AND DEVICES SHALL BE REMOVED ONLY AFTER THE AREA HAS RECEIVED FINAL STABILIZATION OR AS DIRECTED BY THE CITY AND/OR SOUTH WASHINGTON WATERSHED DISTRICT.



ABBREVIATIONS	
BULDS	Building
BM	Bench Mark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
W.O.	Washout
WQE	Water Quality Elevation

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
SILTATION FENCE	---X---
SEDIMENT CONTROL LOG	
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
PROPOSED CONTOUR	---
STORM SEWER	---
CATCH BASIN	●
MANHOLE	○
ROCK CONSTRUCTION ENTRANCE	---
SPOT ELEVATION	12.40
SOIL BORING	---
CONCRETE WASHOUT AREA	---
EROSION CONTROL BLANKET (TEMPORARY)	---

APPROXIMATE DISTURBED AREA IS 1.70 ACRES

NOTE:
STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 2/C5.0 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.

REFER TO C2.0 FOR EROSION CONTROL NOTES. REFER TO C2.0 FOR GRADING NOTES.

WALKWAY NOTES:
1. GRADING CONTRACTOR IS TO COORDINATE WITH PAVING CONTRACTOR SO THAT ALL STEPS AND LANDINGS ARE SLOPED PER CODE.
2. ALL SIDEWALK LONGITUDINAL AND TRANSVERSE SLOPES ARE TO BE PER CODE.

KEYED NOTES
KEYED NOTES ARE DENOTED BY [] ON PLAN.

1. INSTALL CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C5.0.
2. INSTALL PERIMETER EROSION CONTROL. REFER TO DETAILS 3/C5.0 AND 4/C5.0.
3. INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 2/C5.0.
4. APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASH OUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.
5. FILTRATION BASIN(S) AND WATER QUALITY TREATMENT POND(S) ARE TO BE CONSTRUCTED AT THE END OF GRADING OPERATIONS ONCE THE TRIBUTARY AREA'S FINAL STABILIZATION HAS BEEN INSTALLED. REFER TO DETAIL 6/C5.1 FOR FILTRATION BASIN(S) CROSS SECTION. CONSTRUCTION TRAFFIC IN FILTRATION AREA(S) IS NOT ALLOWED AFTER AREA HAS BEEN EXCAVATED. PRIOR TO FINAL STABILIZATION, LOOSEN SOIL WITH MECHANICAL TILLER. FILTRATION AREA(S) ARE NOT APPROVED BORROW SITES AND ARE NOT TO BE USED FOR TEMPORARY SEDIMENT BASIN(S) ONCE BASIN(S) SUBGRADE ELEVATION HAS BEEN EXCAVATED. CONTRACTOR SHALL ENSURE THAT BASIN(S) FILTRATE AT A MINIMUM RATE OF 1-INCH PER HOUR USING A DOUBLE RING INFILTROMETER TEST BEFORE FINAL ACCEPTANCE. DOUBLE RING INFILTROMETER TEST SHALL BE SIGNED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY AND ENGINEER FOR REVIEW BEFORE FINAL APPROVAL.
6. INSTALL MN/DOT 3885 CATEGORY 20 TEMPORARY STRAW FIBER EROSION CONTROL BLANKET.

SO
wash
CO
SCHOOLS

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

Samson T. Doldershell
Date: 08-27-2025 License Number: 62999

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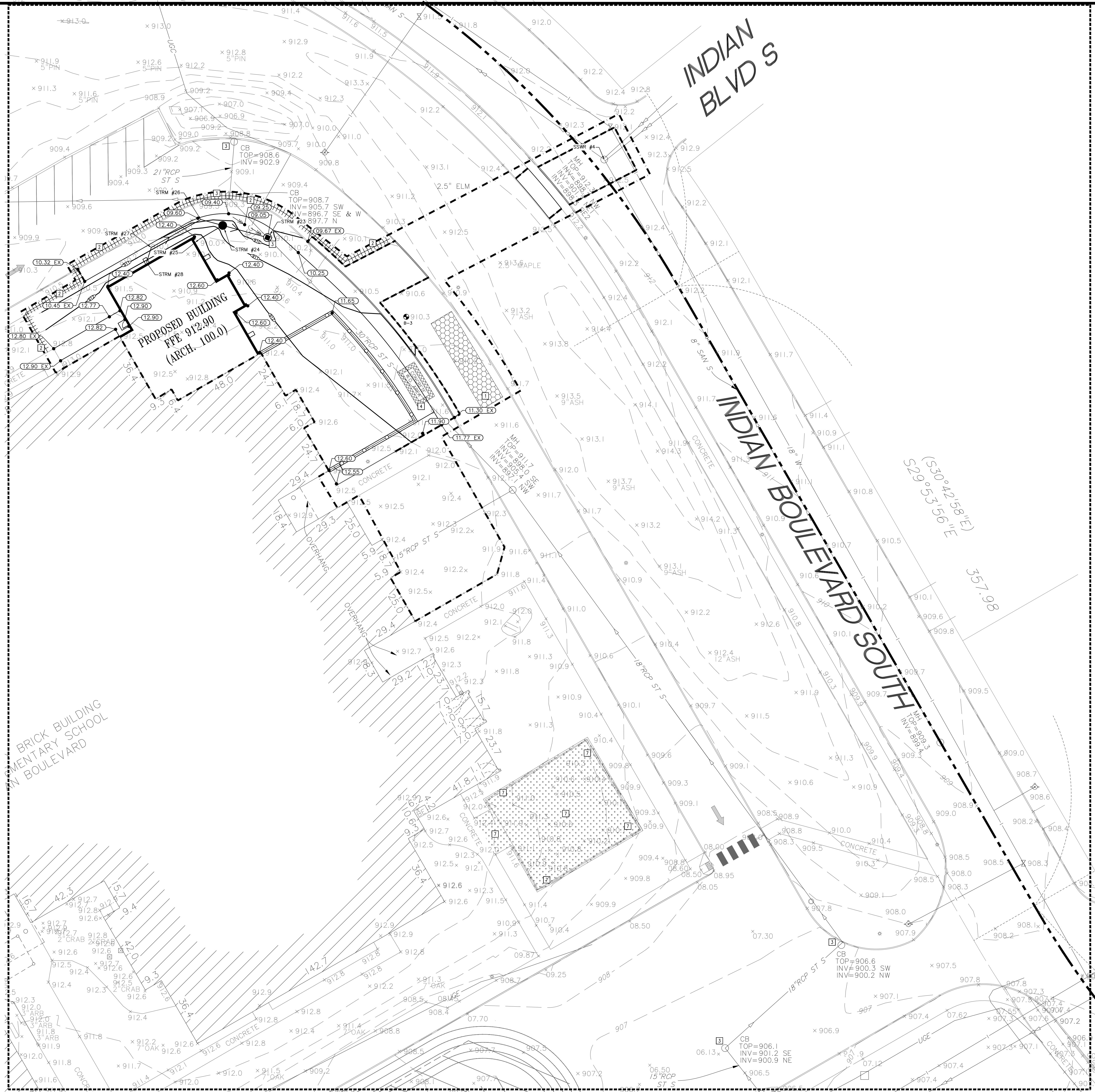
GRADING, DRAINAGE, AND EROSION CONTROL PLAN

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

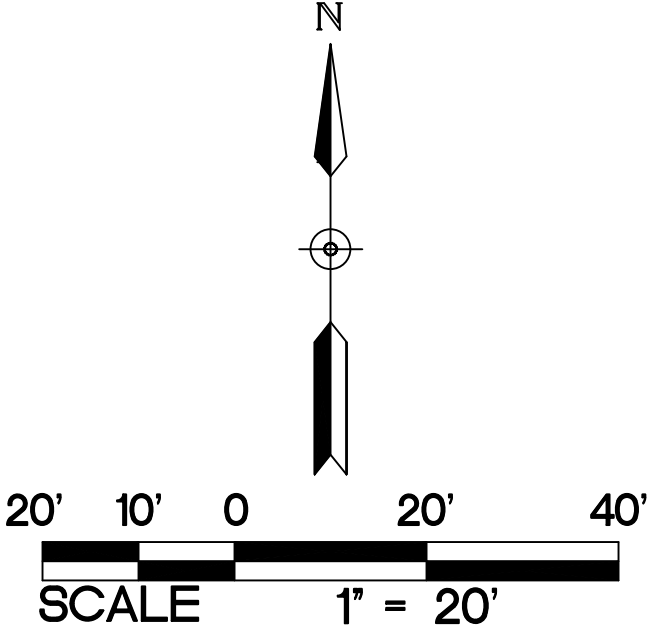
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CHECKED BY: STD
DATE: 8/27/2025
REVISIONS:

SITE PLAN REVIEW

C2.1



PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
SILTATION FENCE	---X---X---
SEDIMENT CONTROL LOG	
PROPERTY LINE	----
SAWCUT LINE (APPROX.)	----
PROPOSED CONTOUR	---
STORM SEWER	---
CATCH BASIN	○
MANHOLE	●
ROCK CONSTRUCTION ENTRANCE	▨
SPOT ELEVATION	12.40
SOIL BORING	SB-1
CONCRETE WASHOUT AREA	▨
BID ALTERNATE #5: TOPSOIL FILL AND TURF ESTABLISHMENT	▨



- WALKWAY NOTES:**
1. GRADING CONTRACTOR IS TO COORDINATE WITH PAVING CONTRACTOR SO THAT ALL STEPS AND LANDINGS ARE SLOPED PER CODE.
 2. ALL SIDEWALK LONGITUDINAL AND TRANSVERSE SLOPES ARE TO BE PER CODE.

ABBREVIATIONS	
BLDG	Building
BM	Bench Mark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
W.O.	Washout
WQE	Water Quality Elevation

NOTE:
STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 2/C5.0 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.

REFER TO C2.0 FOR EROSION CONTROL NOTES.
REFER TO C2.0 FOR GRADING NOTES.

- KEYED NOTES**
- KEYED NOTES ARE DENOTED BY [] ON PLAN.
- [] INSTALL CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C5.0.
 - [] INSTALL PERIMETER EROSION CONTROL. REFER TO DETAILS 3/C5.0 AND 4/C5.0.
 - [] INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 2/C5.0.
 - [] APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASH OUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.
 - [] BID ALTERNATE #5: CONTRACTOR SHALL FILL AREA WITH MINIMUM 12 INCHES OF TOPSOIL AND RE-ESTABLISH. REFER TO LANDSCAPE PLANS FOR TURF ESTABLISHMENT.



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

Samson T. Dollershell
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GRADING, DRAINAGE, AND EROSION CONTROL PLAN

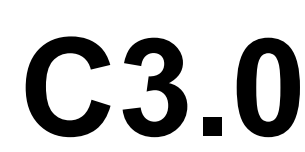
GREY CLOUD ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS

9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

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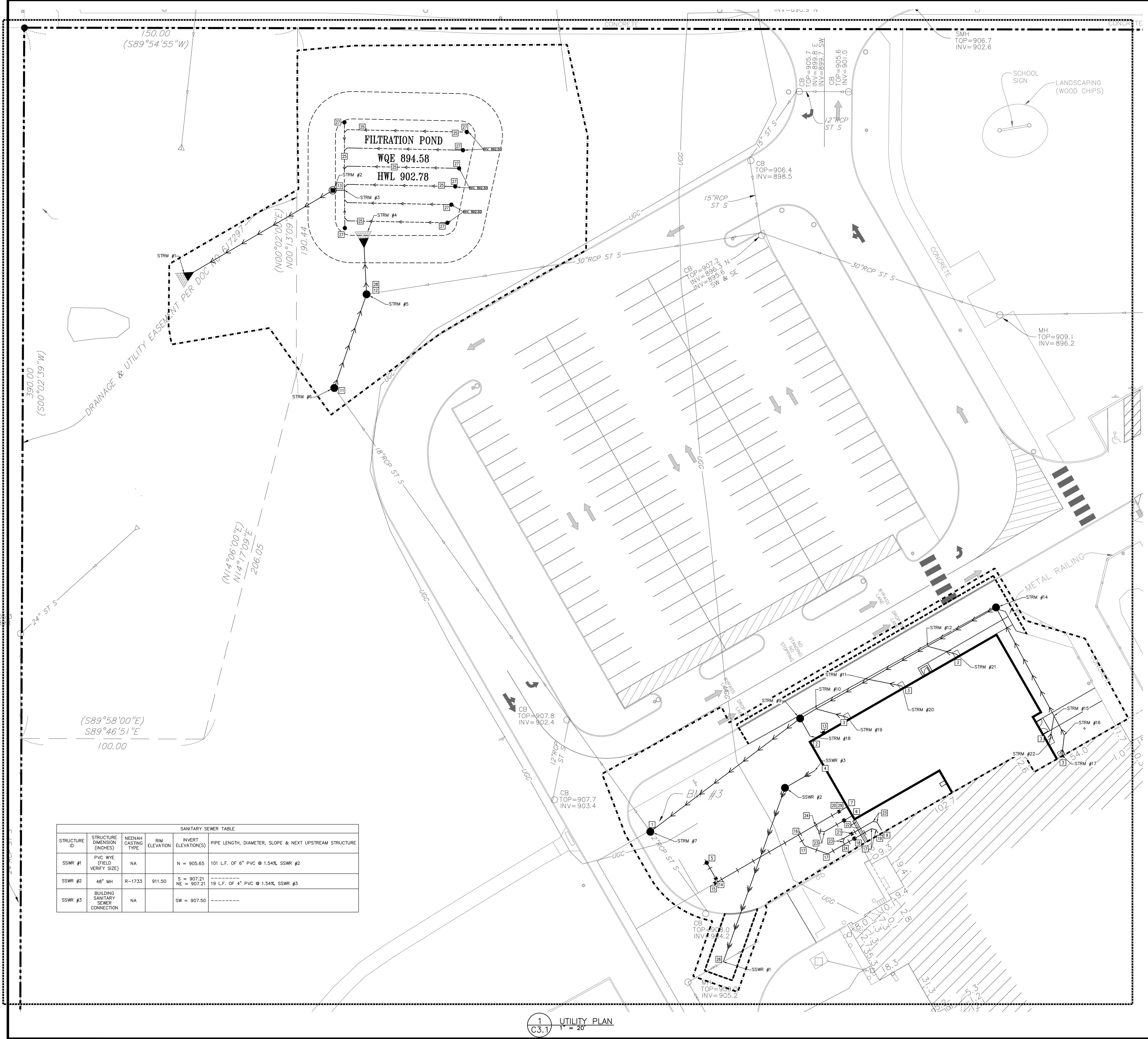
SITE PLAN REVIEW

C2.2

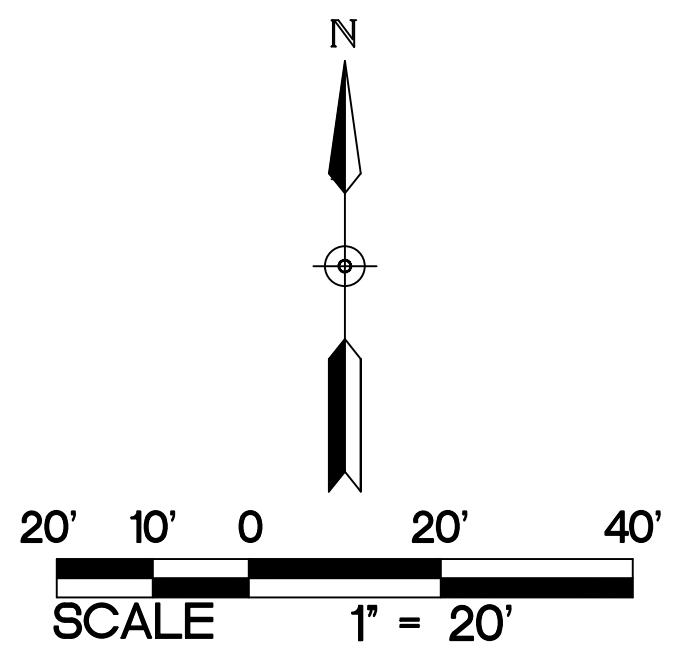


STORM SEWER TABLE					
STRUCTURE ID	STRUCTURE DIMENSION (INCHES)	NEENAH CASTING TYPE	RIM ELEVATION	INVERT ELEVATION(S)	PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE
STRM #23	60" CB MH	R-2390	909.05	NW = 896.75 SE = 896.70 W = 906.00	----- 23 L.F. OF 6" PVC @ 1.41%, STRM #24
STRM #25	BUILDING STORM SEWER CONNECTION	NA		NE = 907.00	-----
STRM #26	6-INCH PVC 45 DEGREE BEND	NA		E = 906.49 SW = 906.49	29 L.F. OF 6" PVC @ 1.41%, STRM #27
STRM #27	6-INCH PVC 45 DEGREE BEND	NA		NE = 906.89 S = 906.89	8 L.F. OF 6" PVC @ 1.41%, STRM #28
STRM #28	OVERFLOW CONNECTION	NDS DURACAST IN-LINE GRATE	1012.23	N = 907.00	

2 C3.1 STORM SEWER TABLE
C3.0



SANITARY SEWER TABLE					
STRUCTURE ID	STRUCTURE DIMENSION (INCHES)	NEENAH CASTING TYPE	RIM ELEVATION	INVERT ELEVATION(S)	PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE
SSWR #1	PVC WYE (FIELD VERIFY SIZE)	NA		N = 905.65	101 L.F. OF 6" PVC @ 1.54%, SSWR #2
SSWR #2	48" MH	R-1733	911.50	S = 907.21 NE = 907.21	19 L.F. OF 4" PVC @ 1.54%, SSWR #3
SSWR #3	BUILDING SANITARY SEWER CONNECTION	NA		SW = 907.50	-----



ABBREVIATIONS

BLDG	Building
BM	Benchmark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FTE	Finished Floor Elevation
HDPE	High Density Polyethylene
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PIV	Post Indicator Valve
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
RD	Roof Drain
WQE	Water Quality Elevation

PROPOSED PLAN SYMBOLS

CONSTRUCTION LIMITS	---
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
SANITARY SEWER	---
WATER PIPE	---
DRAIN TILE	---
STORM SEWER	---
FIRE HYDRANT	---
POST-INDICATOR VALVE	---
GATE VALVE	---
FIRE CONNECTION	---
CLEANOUT	---
CATCH BASIN	---
MANHOLE	---
FLARED END SECTION	---
FLARED END SECTION WITH RIPRAP	---
SEWER INVERT ELEVATION	---

REFER TO C3.0 FOR UTILITY NOTES.

- KEYED NOTES**
- KEYED NOTES ARE DENOTED BY [NO] ON PLAN.
- CONTRACTOR SHALL INSTALL MANHOLE IN LINE WITH EXISTING 12-INCH RCP PIPE. APPROXIMATE INVERT OF EXISTING PIPE IS 903.50. PRIOR TO INSTALLATION OF MANHOLE, CONTRACTOR SHALL CONTACT CIVIL ENGINEER WITH EXACT INVERT ELEVATION.
 - LOCATION OF PROPOSED ROOF DRAIN LEAD. REFER TO STORM SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - LOCATION OF PROPOSED DOWNSPOUT CONNECTION. REFER TO STORM SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. REFER TO DETAIL 10/C5.0. COORDINATE EXACT LOCATION AND SIZE WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - LOCATION OF PROPOSED SANITARY SEWER SERVICE. REFER TO SANITARY SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - INSTALL FIRE HYDRANT AND GATE VALVE.
 - STUB 4-INCH FIRE PROTECTION LINE TO WITHIN 5-FEET OF THE PROPOSED BUILDING. TOP OF WATER SERVICE SHALL BE 7.5 FEET BELOW FINISHED GRADE AT THE PROPOSED CONNECTION POINT. COORDINATE EXACT LOCATION WITH MECHANICAL AND STRUCTURAL PLANS PRIOR TO THE START OF CONSTRUCTION.
 - STUB 2 1/2-INCH DOMESTIC WATERLINE TO WITHIN 5-FEET OF THE PROPOSED BUILDING. TOP OF WATER SERVICE SHALL BE 7.5 FEET BELOW FINISHED GRADE AT THE PROPOSED CONNECTION POINT. COORDINATE EXACT LOCATION WITH MECHANICAL AND STRUCTURAL PLANS PRIOR TO THE START OF CONSTRUCTION.
 - CORE DRILL EXISTING MANHOLE FOR PROPOSED PIPE CONNECTION. PROVIDE WATER-TIGHT SEAL WITH FLEXIBLE COMPRESSION JOINT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.
 - STUB 4-INCH DOMESTIC WATERLINE TO WITHIN 5-FEET OF THE EXISTING BUILDING. TOP OF WATER SERVICE SHALL BE 7.5 FEET BELOW FINISHED GRADE AT THE PROPOSED CONNECTION POINT. INTENT IS TO CONNECT TO EXISTING WATER SERVICE. FIELD VERIFY EXACT SIZE AND LOCATION PRIOR TO INSTALLATION.
 - CONTRACTOR SHALL INSTALL MANHOLE IN LINE WITH EXISTING 18-INCH RCP PIPE. APPROXIMATE INVERT OF EXISTING PIPE IS 896.70. PRIOR TO INSTALLATION OF MANHOLE, CONTRACTOR SHALL CONTACT CIVIL ENGINEER WITH EXACT INVERT ELEVATION.
 - CONTRACTOR SHALL INSTALL MANHOLE IN LINE WITH EXISTING 30-INCH RCP PIPE. APPROXIMATE INVERT OF EXISTING PIPE IS 894.70. PRIOR TO INSTALLATION OF MANHOLE, CONTRACTOR SHALL CONTACT CIVIL ENGINEER WITH EXACT INVERT ELEVATION.
 - INSTALL JOSAM SERIES 67500 6-INCH BACKWATER VALVE, OR APPROVED EQUAL INSIDE MANHOLE. BACKWATER VALVE SHALL BE SET TO MANHOLE OPEN TO ALLOW AIR FLOW DURING NO FLOW CONDITIONS. BACKWATER VALVE SHALL REST ON THE BOTTOM OF THE PROPOSED MANHOLE.
 - INSTALL 8-INCH BY 6-INCH TEE.
 - CONNECT TO EXISTING WATER SERVICE WITH 8-INCH GATE VALVE. EXISTING LOCATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY.
 - INSTALL 8-INCH BY 8-INCH TEE.
 - INSTALL 8-INCH 45-DEGREE BEND WITH THRUST BLOCKING.
 - INSTALL 8-INCH POST INDICATOR VALVE.
 - STUB 8-INCH FIRE PROTECTION WATERLINE TO WITHIN 5-FEET OF THE EXISTING BUILDING. TOP OF WATER SERVICE SHALL BE 7.5 FEET BELOW FINISHED GRADE AT THE PROPOSED CONNECTION POINT. INTENT IS TO CONNECT TO EXISTING WATER SERVICE. FIELD VERIFY EXACT SIZE AND LOCATION PRIOR TO INSTALLATION.
 - CONNECT 2 1/2" COPPER SERVICE TO 8-INCH MAIN WITH CORPORATION STOP.
 - INSTALL 4-INCH GATE VALVE.
 - INSTALL 4-INCH POST INDICATOR VALVE.
 - INSTALL 4-INCH 45-DEGREE BEND WITH THRUST BLOCKING.
 - INSTALL 8-INCH BY 4-INCH TEE.
 - INSTALL FILTRATION BASIN DRAIN TILE. REFER TO DETAIL 6/C5.1.
 - CONTRACTOR SHALL CONNECT PROPOSED SANITARY SEWER WITH A WYE. SIZE AND INVERT OF EXISTING PIPE IS UNKNOWN. CONTRACTOR SHALL FIELD VERIFY. INVERT IS ESTIMATED TO BE 905.65.
 - INSTALL DRAIN TILE CLEANOUT. REFER TO DETAIL 7/C5.1.
 - INSTALL SUMP MANHOLE WITH SNOUT, ENVIROHOOD, OR APPROVED EQUAL. REFER TO DETAIL 4/C5.1.
 - INSTALL CURB BOX FOR 2 1/2" COPPER SERVICE.

SO Wash CO SCHOOLS

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

Samson T. Dollerschell
Date: 08-27-2025 License Number: 62989

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BKBM Project No. 25215.50

UTILITY PLAN

**GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016**

PROJECT: 25215.50

DRAWN BY: WH

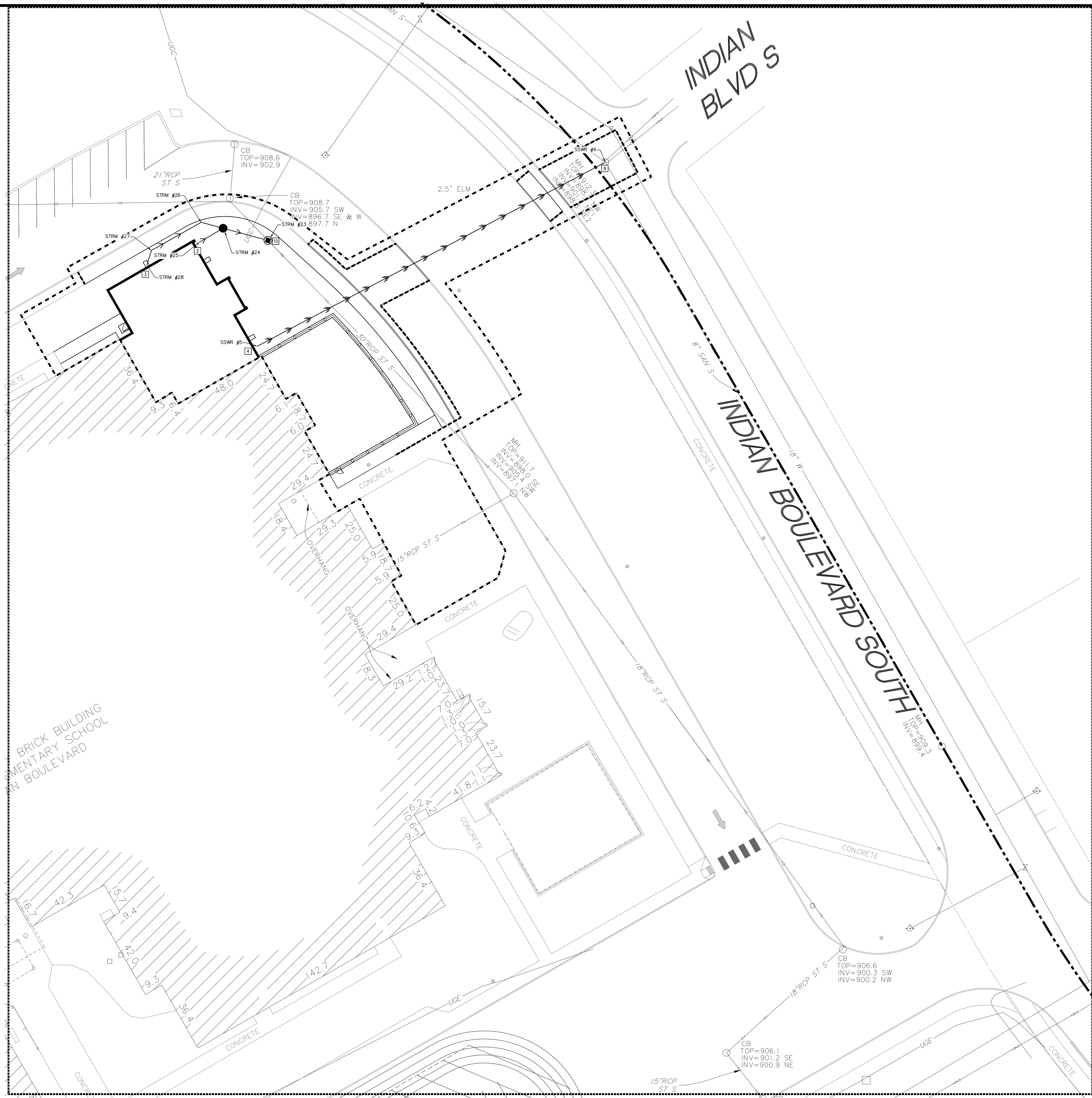
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DATE: 8/27/2025

REVISIONS:

SITE PLAN REVIEW

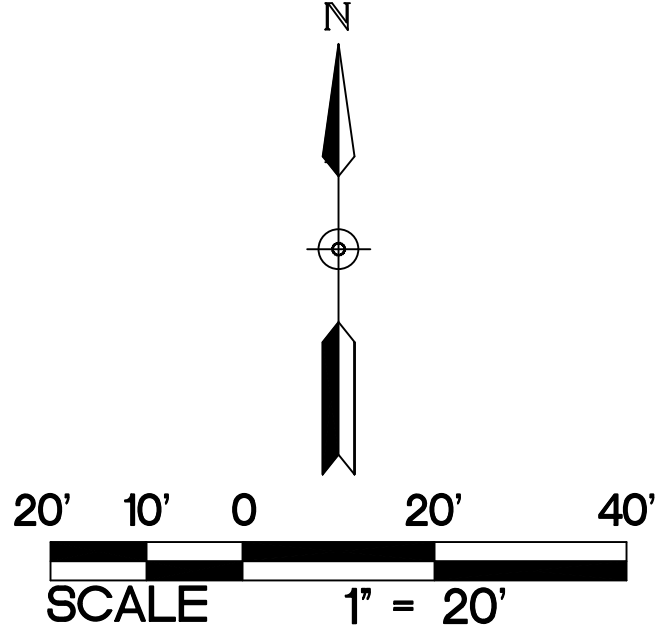
C3.1



PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
SANITARY SEWER	→→→
STORM SEWER	→→→
CATCH BASIN	●

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

REFER TO C3.0 FOR UTILITY NOTES.



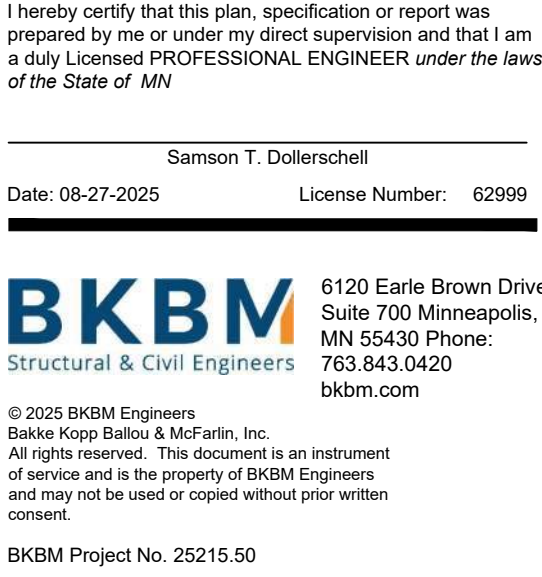
ABBREVIATIONS	
BLDG	Building
BM	Benchmark
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
HDPE	High Density Polyethylene
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PIV	Post Indicator Valve
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
RD	Roof Drain
WQE	Water Quality Elevation

KEYED NOTES

KEYED NOTES ARE DENOTED BY [NO] ON PLAN.

- [2] LOCATION OF PROPOSED ROOF DRAIN LEAD. REFER TO STORM SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. **COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.**
- [3] LOCATION OF PROPOSED DOWNSPOUT CONNECTION. REFER TO STORM SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. **REFER TO DETAIL 10/C3.0. COORDINATE EXACT LOCATION AND SIZE WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.**
- [4] LOCATION OF PROPOSED SANITARY SEWER SERVICE. REFER TO SANITARY SEWER TABLE FOR INVERT ELEVATIONS AND PIPE SIZES. **COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.**
- [8] CORE DRILL EXISTING MANHOLE, FOR PROPOSED PIPE CONNECTION. PROVIDE WATERTIGHT SEAL WITH FLEXIBLE COMPRESSION JOINT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.
- [10] CONTRACTOR SHALL INSTALL MANHOLE, IN LINE WITH EXISTING 30-INCH RCP PIPE. APPROXIMATE INVERT OF EXISTING PIPE IS 896.75. PRIOR TO INSTALLATION OF MANHOLE, CONTRACTOR SHALL CONTACT CIVIL ENGINEER WITH EXACT INVERT ELEVATION.

SANITARY SEWER TABLE					
STRUCTURE ID	STRUCTURE DIMENSION (INCHES)	NEENAH CASTING TYPE	RIM ELEVATION	INVERT ELEVATION(S)	PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE
SSWR #4	EX. MH	EX.	912.30	SW = 898.50	197' L.F. OF 8" PVC @ 4.57%, SSWR #5
SSWR #5	BUILDING SANITARY SEWER CONNECTION	NA		NE = 907.50	-----

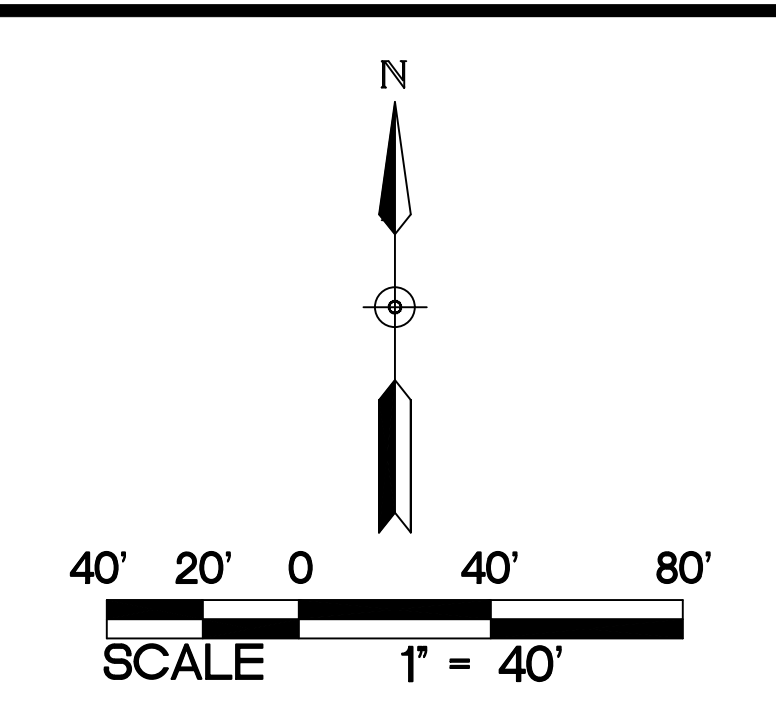
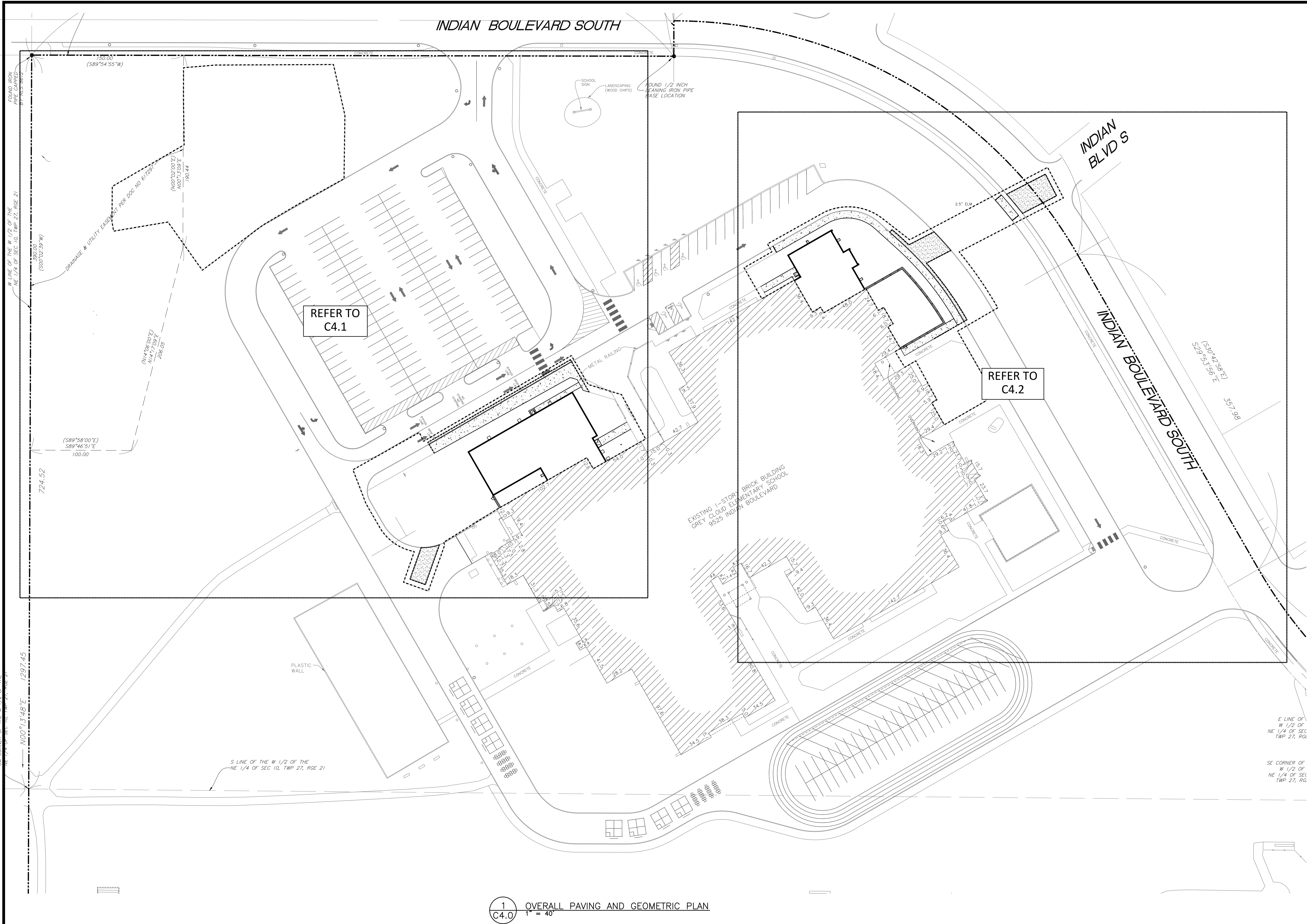


GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT:	25215.50
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REVISIONS:	

SITE PLAN
REVIEW

C3.2

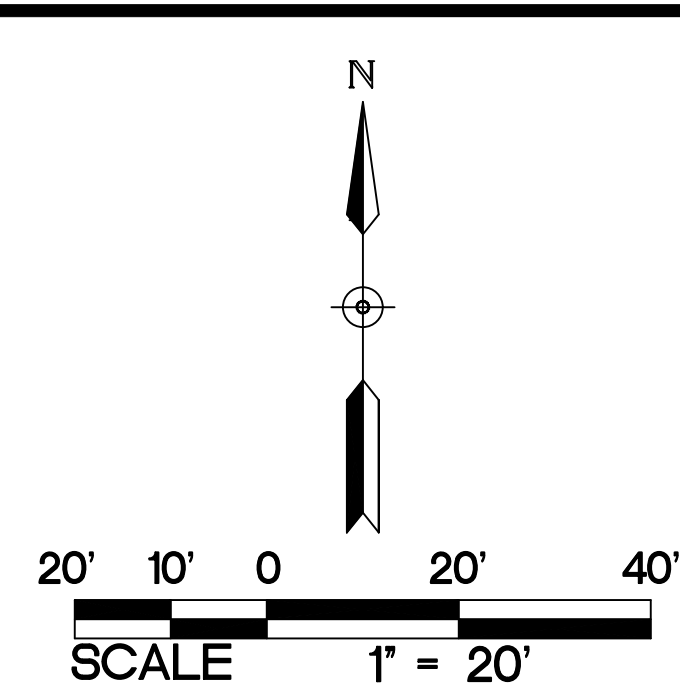
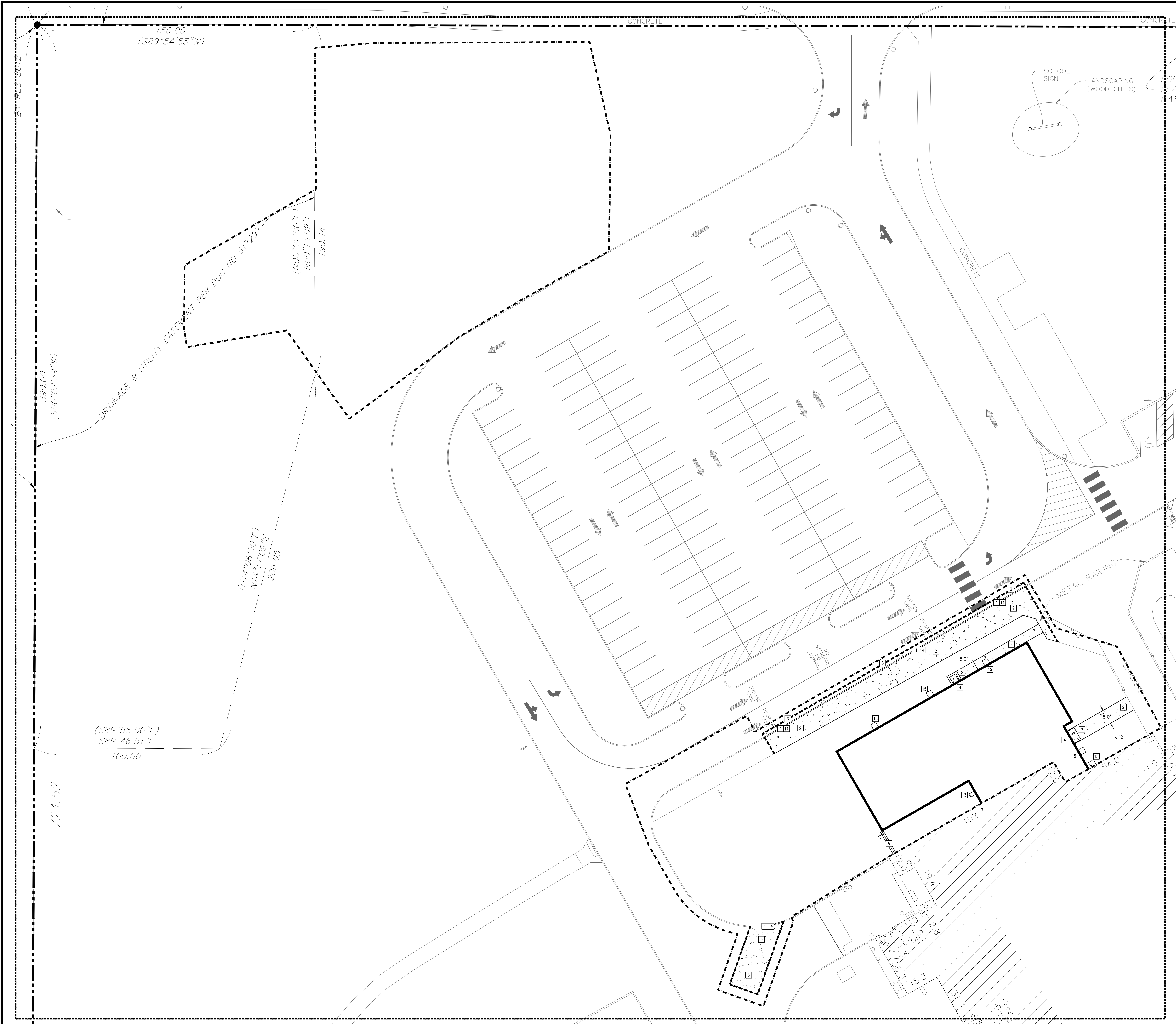


NOTE:
THE BACKGROUND INFORMATION WAS PREPARED BY SUNDE LAND SURVEYING IN JANUARY 2020 (952-881-2455). THE SURVEY HAS SINCE BEEN UPDATED BY BKBM PER THE FOLLOWING BKBM CONSTRUCTION PLANS:
GREY CLOUD ELEMENTARY SCHOOL PAVEMENT REHABILITATION (2020-01-28)
NOT ALL EXISTING INFORMATION SHOWN ON THE PLANS HAS BEEN SURVEYED, AS PORTIONS OF THE SITE ARE BASED ON OLD DESIGN DRAWINGS. AS SUCH, THE CONTRACTOR SHALL FIELD VERIFY EXISTING INFORMATION SHOWN, SUCH AS TIE-IN POINTS, ELEVATIONS, AND SITE FEATURES, AND SHALL CONFIRM THEY ARE ACCURATE AND WILL WORK WITH THE PROPOSED DESIGN INTENT. THIS WORK SHALL BE PROVIDED PRIOR TO THE START OF ANY CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR WORK THAT COULD HAVE BEEN AVOIDED BY PERFORMING THE ABOVE.

- PAVING NOTES:
1. CONTRACTOR SHALL FOLLOW ALL CITY OF COTTAGE GROVE STANDARDS AND SPECIFICATIONS.
 2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 3. ALL CURB AND GUTTER IS TO BE 6612 CONCRETE CURB AND GUTTER UNLESS NOTED OTHERWISE.
 4. NO SIDEWALK IS TO HAVE MORE THAN A 2% CROSS SLOPE OR MORE THAN A 3% LONGITUDINAL SLOPE.
 5. REFER TO ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUT.
 6. THE CONTRACTOR IS TO CONTACT THE CITY OF COTTAGE GROVE FIRE MARSHALL FOR THE EXACT PLACEMENT OF FIRE LINES, YELLOW-PAINTED CURBING, AND NO PARKING AREAS FOR FIRE PROTECTION PURPOSES.
 7. REFER TO STRUCTURAL PLANS FOR STOOP DETAILS. ALL WALKS ARE TO BE CENTERED ON THE DOORS.
 8. INSTALL APPROPRIATE EXPANSION MATERIAL WHERE CONCRETE IS ADJACENT TO BUILDING FACE.
 9. ALL EXPANSION AND ISOLATION JOINTS SHALL BE SEALED PER SPECIFICATIONS.
 10. MATCH NEW PAVEMENT, CURB AND GUTTER, AND SIDEWALK INTO EXISTING. NO ABRUPT GRADE TRANSITIONS OR PONDING OF WATER WILL BE ALLOWED.
 11. SAWCUT EXISTING PAVEMENT, SIDEWALK, AND CURB AND GUTTER TO NEAREST JOINT. COORDINATE REMOVAL LIMITS WITH SITE DEMOLITION CONTRACTOR AND CONSTRUCTION MANAGER.
 12. REFER TO SPECIFICATIONS FOR GRADE VERIFICATION SURVEY REQUIREMENTS PRIOR TO PLACEMENT OF SUB-BASE MATERIAL, BASE MATERIAL, AND PAVEMENTS/SIDEWALKS.

1 OVERALL PAVING AND GEOMETRIC PLAN
C4.0 1" = 40'

PARKING STALL COUNT - GREY CLOUD ELEMENTARY SCHOOL	
REQUIRED PARKING STALLS	52
REQUIRED ADA STALLS	3
EXISTING PARKING STALLS	147
EXISTING ADA STALLS	6
PROPOSED PARKING STALLS	137
PROPOSED ADA STALLS	6



ABBREVIATIONS	
BLDG	Building
BM	Benchmark
CONC	Concrete
ELEV	Elevation
EX	Existing
FPE	Finished Floor Elevation
LFE	Lower Floor Elevation
MAX	Maximum
MIN	Minimum
R	Radius
TYP.	Typical
MN MUTCD	Minnesota Manual on Uniform Traffic Control Devices

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	
PROPERTY LINE	
SAWCUT LINE (APPROX.)	
BITUMINOUS PAVEMENT	
CONCRETE SIDEWALK	

REFER TO C4.0 FOR PAVING NOTES.

- KEYED NOTES**
- KEYED NOTES ARE DENOTED BY [KEY] ON PLAN.
- [1] INSTALL B612 CONCRETE CURB AND GUTTER. REFER TO DETAIL 1/C5.1.
 - [2] INSTALL CONCRETE WALK. REFER TO DETAIL 2/C5.1.
 - [3] INSTALL BITUMINOUS PAVEMENT. REFER TO DETAIL 3/C5.1.
 - [4] STOOP. REFER TO STRUCTURAL PLANS AND DETAILS.
 - [5] INSTALL FENCE WITH CONCRETE MAINTENANCE STRIP. REFER TO DETAIL 5/C5.1 FOR MAINTENANCE STRIP. REFER TO LANDSCAPE PLANS AND SPECIFICATIONS FOR FENCING.
 - [12] APPROXIMATE PEACE POLE LOCATION. REFER TO LANDSCAPE DRAWINGS.
 - [13] INSTALL 3.0- FEET BY 4.0- FEET CONCRETE SPLASH PAD. REFER TO DETAIL 2/C5.1 FOR CONCRETE SECTION. INTENT IS FOR PAD TO BE INSTALLED IN LINE WITH PROPOSED ROOF OVERFLOW DRAIN. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION.
 - [14] PAINT CURB YELLOW. REFER TO DETAIL 8/C5.1.
 - [15] INSTALL OVERFLOW DRAIN CONCRETE PAD. REFER TO DETAIL 10/C5.0.

1
C4.1 PAVING AND GEOMETRIC PLAN
1" = 20'

SO
wash
CO
SCHOOLS

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Date: 08-27-2025 License Number: 62999

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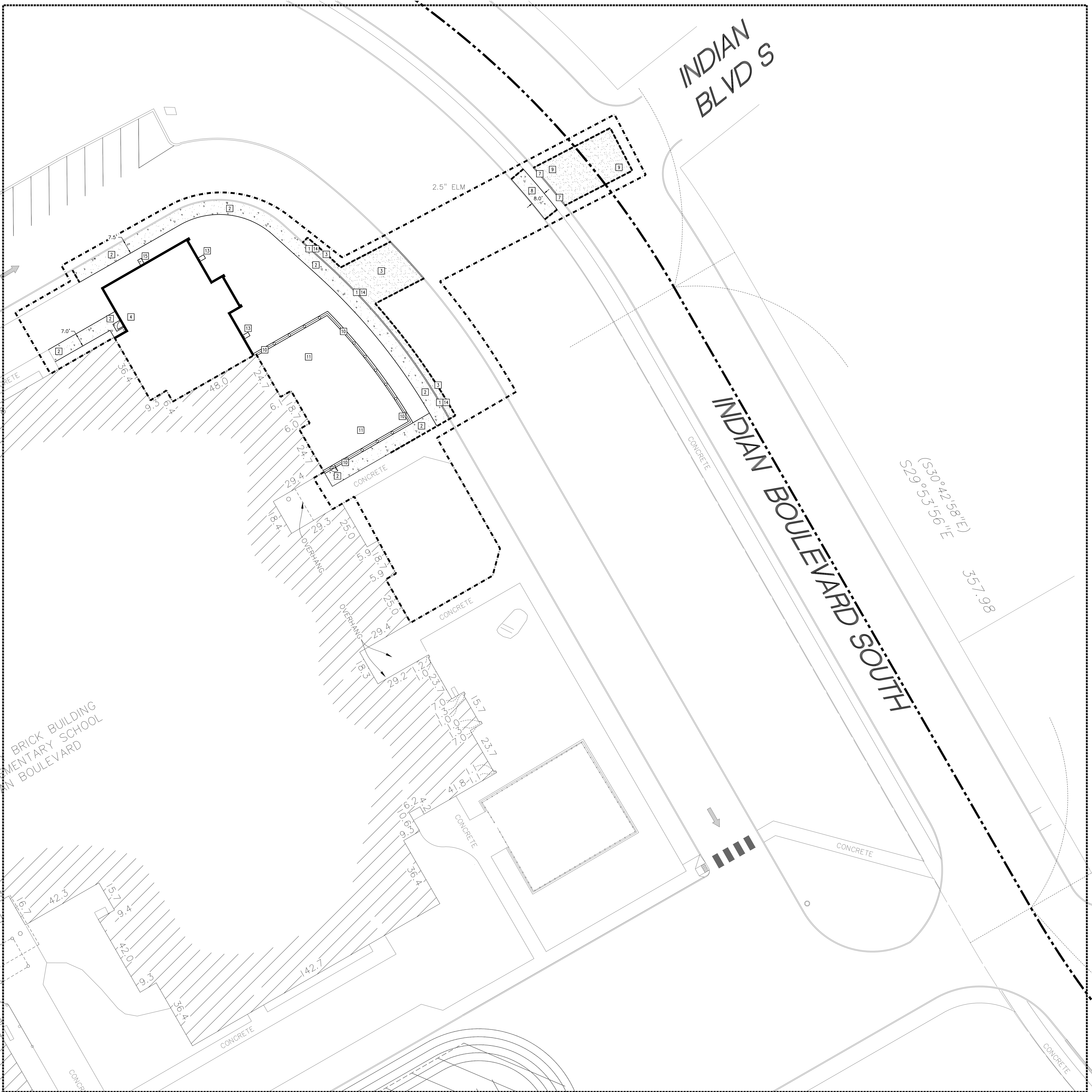
PAVING AND GEOMETRIC PLAN

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT: 25215.50
DRAWN BY: WH
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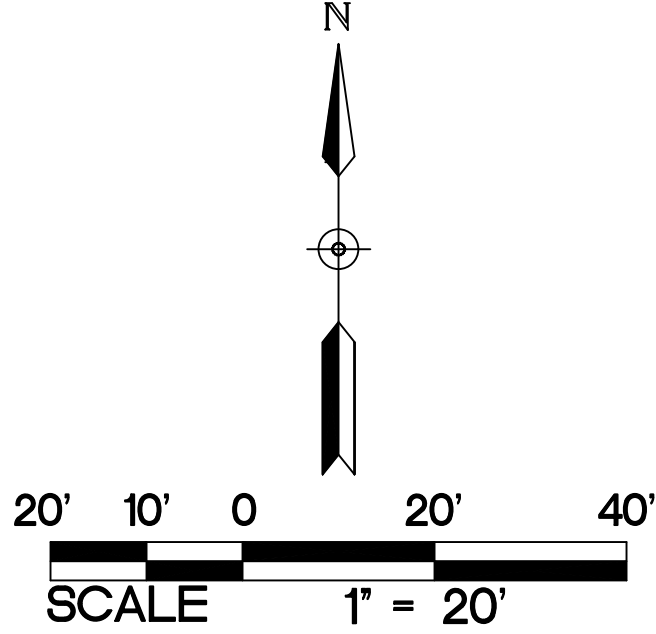
PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
PROPERTY LINE	---
SAWCUT LINE (APPROX.)	---
BITUMINOUS PAVEMENT	[Pattern]
CONCRETE SIDEWALK	[Pattern]

REFER TO C4.0 FOR PAVING NOTES.

ABBREVIATIONS	
BLDG	Building
BM	Benchmark
CONC	Concrete
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
LFE	Lower Floor Elevation
MAX	Maximum
MIN	Minimum
R	Radius
TYP	Typical
MN MUTCD	Minnesota Manual on Uniform Traffic Control Devices

KEYED NOTES

- KEYED NOTES ARE DENOTED BY [NO] ON PLAN.
- [1] INSTALL B612 CONCRETE CURB AND GUTTER. REFER TO DETAIL 1/C5.1.
 - [2] INSTALL CONCRETE WALK. REFER TO DETAIL 2/C5.1.
 - [3] INSTALL BITUMINOUS PAVEMENT. REFER TO DETAIL 3/C5.1.
 - [4] STOOP. REFER TO STRUCTURAL PLANS AND DETAILS.
 - [5] INSTALL FENCE WITH CONCRETE MAINTENANCE STRIP. REFER TO DETAIL 5/C5.1 FOR MAINTENANCE STRIP. REFER TO LANDSCAPE PLANS AND SPECIFICATIONS FOR FENCING.
 - [7] INSTALL CONCRETE CURB AND GUTTER. INTENT IS TO MATCH EXISTING STYLE AND SECTION. REFER TO DETAIL 9/C5.1.
 - [8] INSTALL CONCRETE WALK IN PUBLIC RIGHT OF WAY. INTENT IS TO MATCH EXISTING SECTION. FOR BIDDING PURPOSES, REFER TO DETAIL 2/C5.1.
 - [9] INSTALL BITUMINOUS PAVEMENT. INTENT IS TO MATCH EXISTING SECTION. FOR BIDDING PURPOSES, REFER TO DETAIL 3/C5.1.
 - [10] BID ALTERNATE #5: INSTALL FENCE WITH CONCRETE MAINTENANCE STRIP. REFER TO DETAIL 5/C5.1 FOR MAINTENANCE STRIP. REFER TO LANDSCAPE PLANS AND SPECIFICATIONS FOR FENCING.
 - [11] BID ALTERNATE #5: INSTALL PLAYGROUND. REFER TO LANDSCAPE DRAWINGS.
 - [13] INSTALL 3.0- FEET BY 4.0- FEET CONCRETE SPLASH PAD. REFER TO DETAIL 2/C5.1 FOR CONCRETE SECTION. INTENT IS FOR PAD TO BE INSTALLED IN LINE WITH PROPOSED ROOF OVERFLOW DRAIN. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION.
 - [14] PAINT CURB YELLOW. REFER TO DETAIL 8/C5.1.
 - [15] INSTALL OVERFLOW DRAIN CONCRETE PAD. REFER TO DETAIL 10/C5.0.



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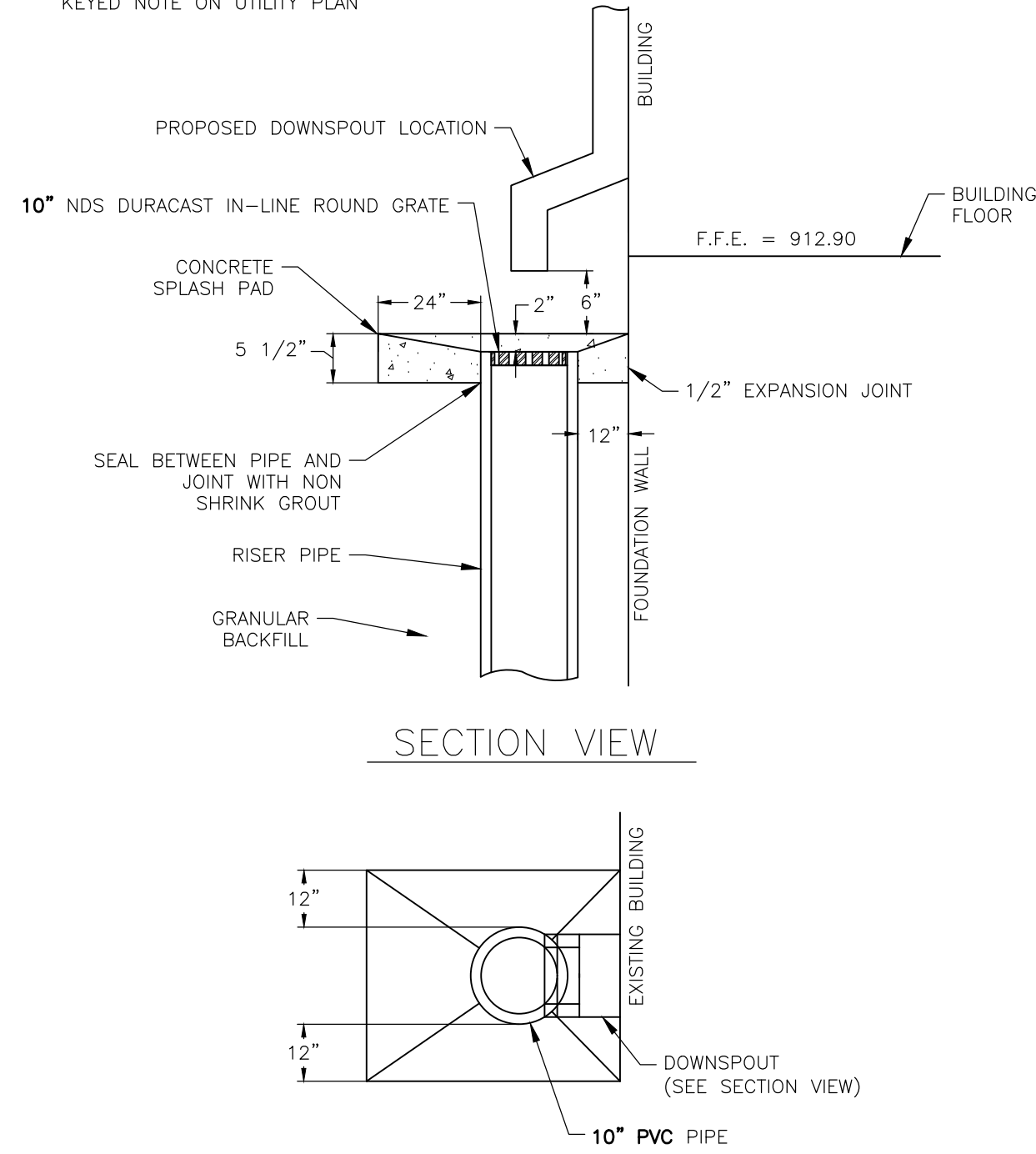
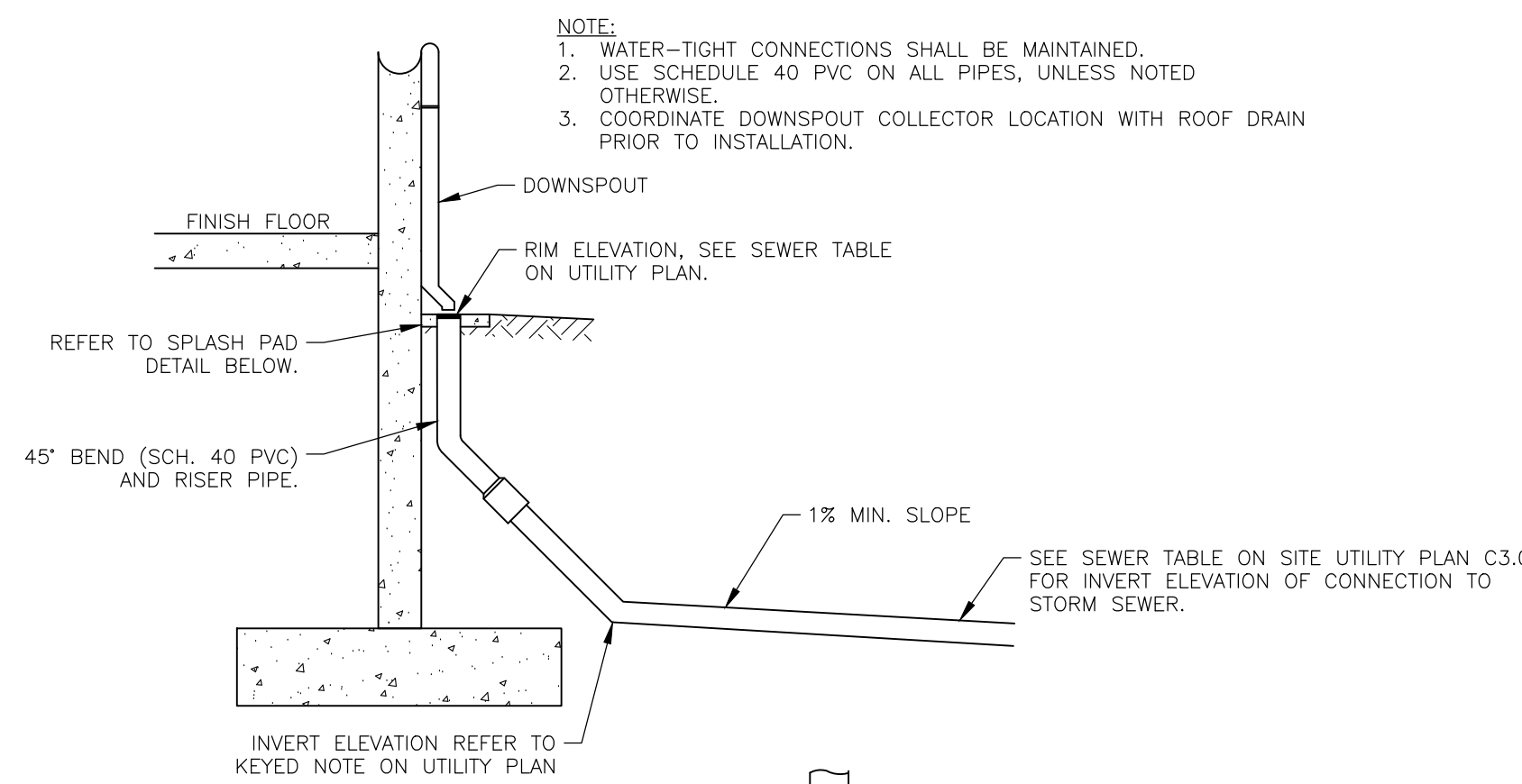
PAVING AND GEOMETRIC PLAN

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

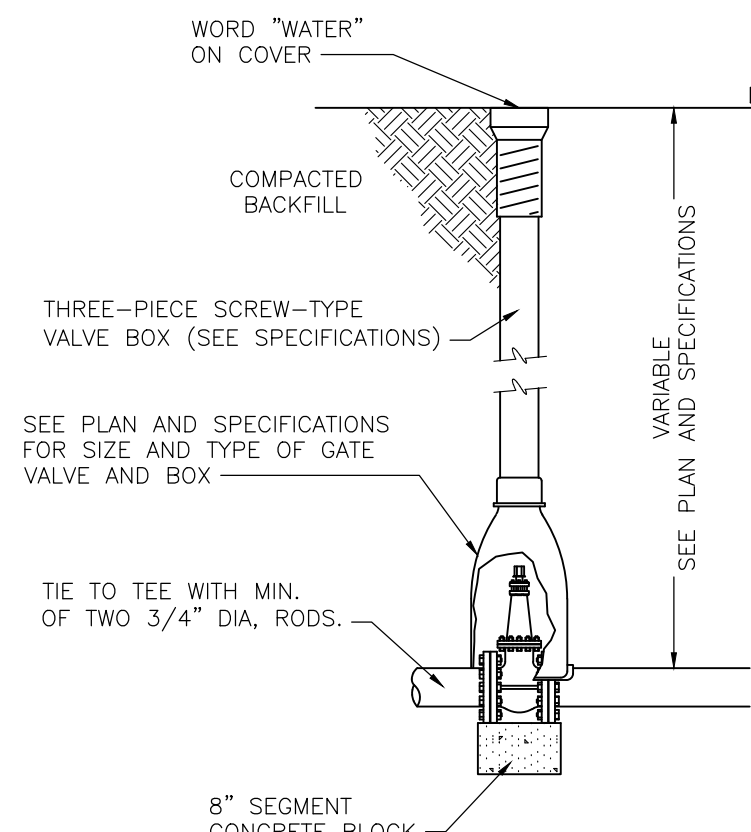
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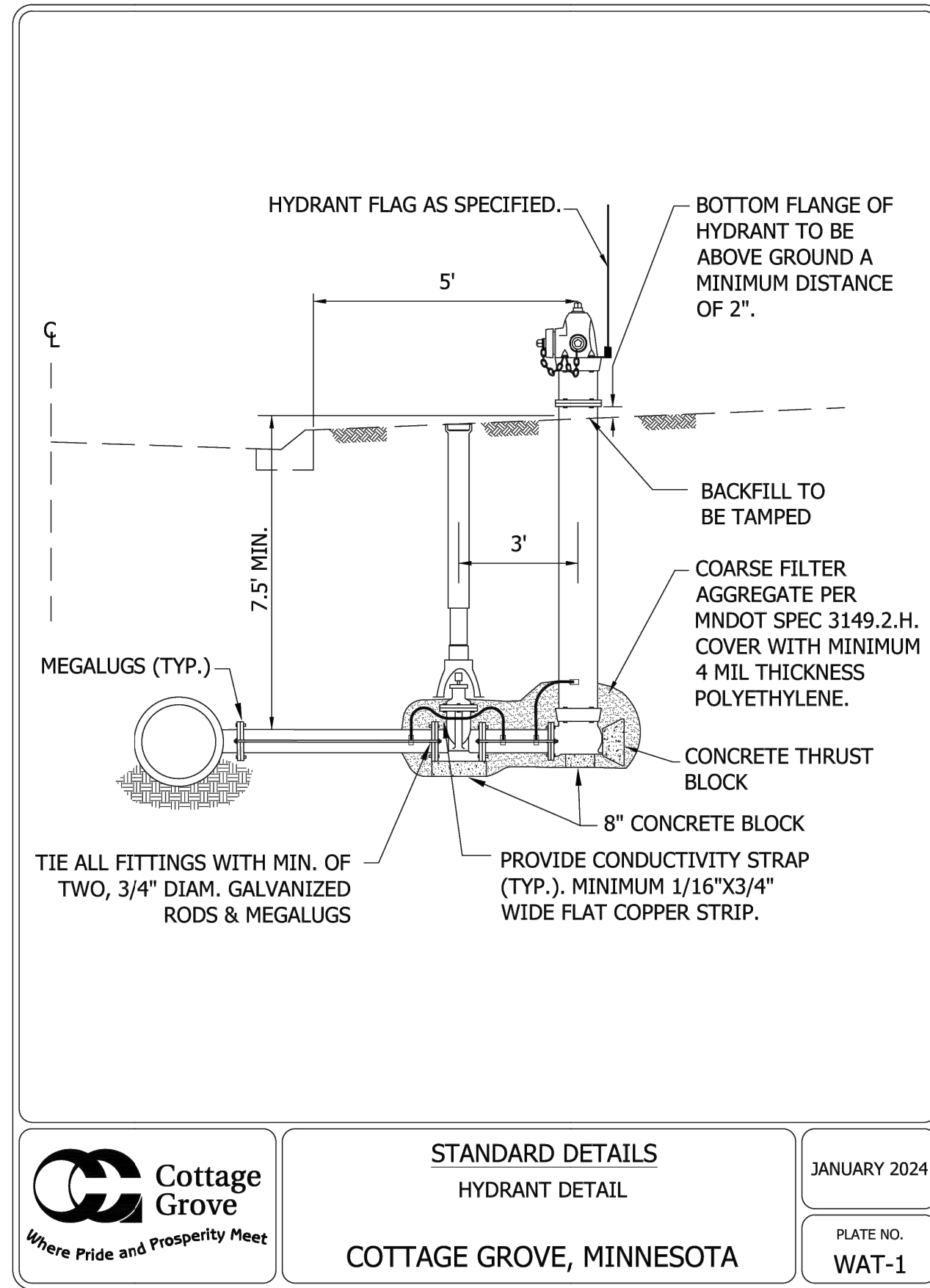
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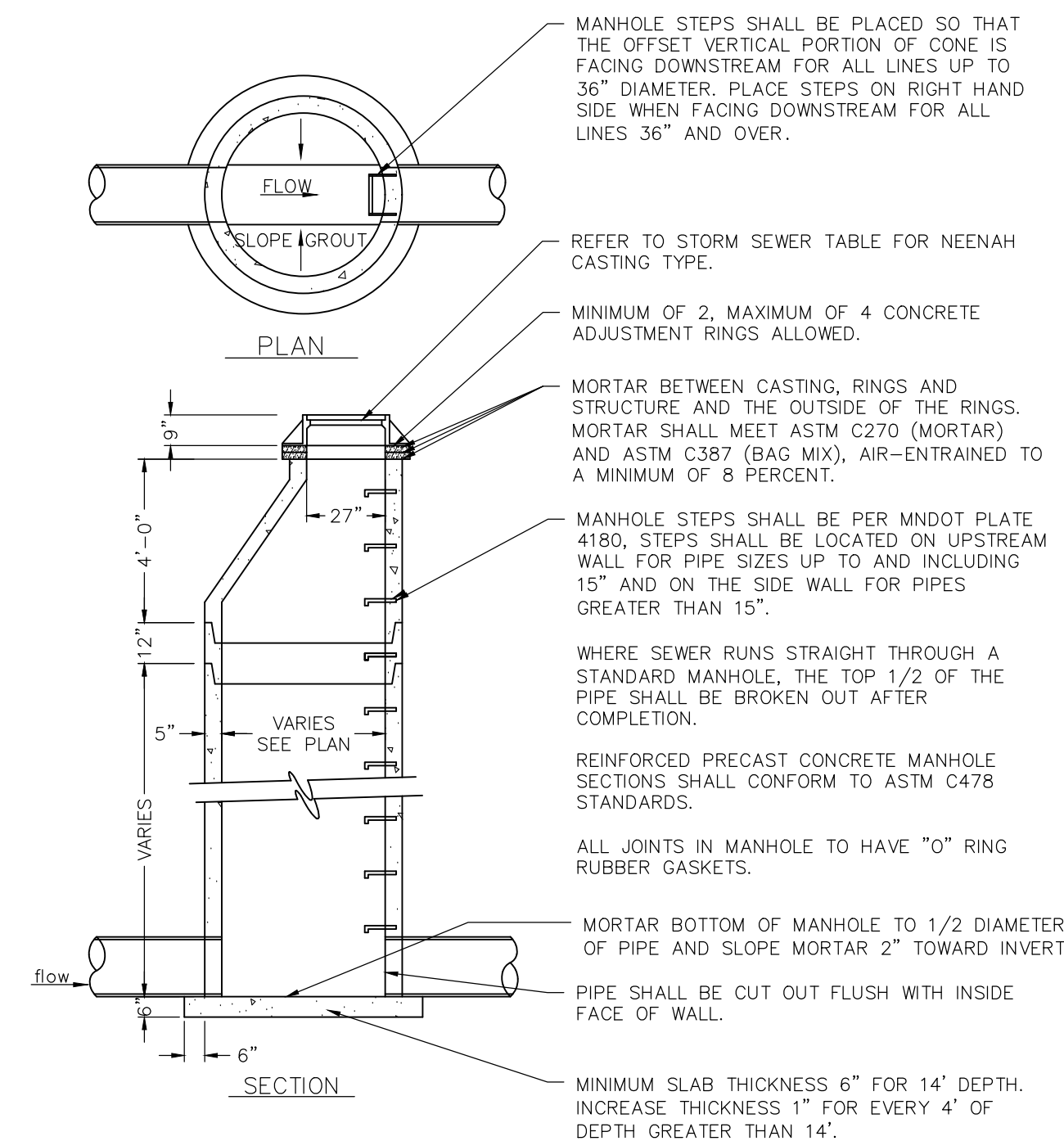
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C5.0 DOWNSPOUT DRAIN WITH SPLASH PAD AND CASTING
NOT TO SCALE



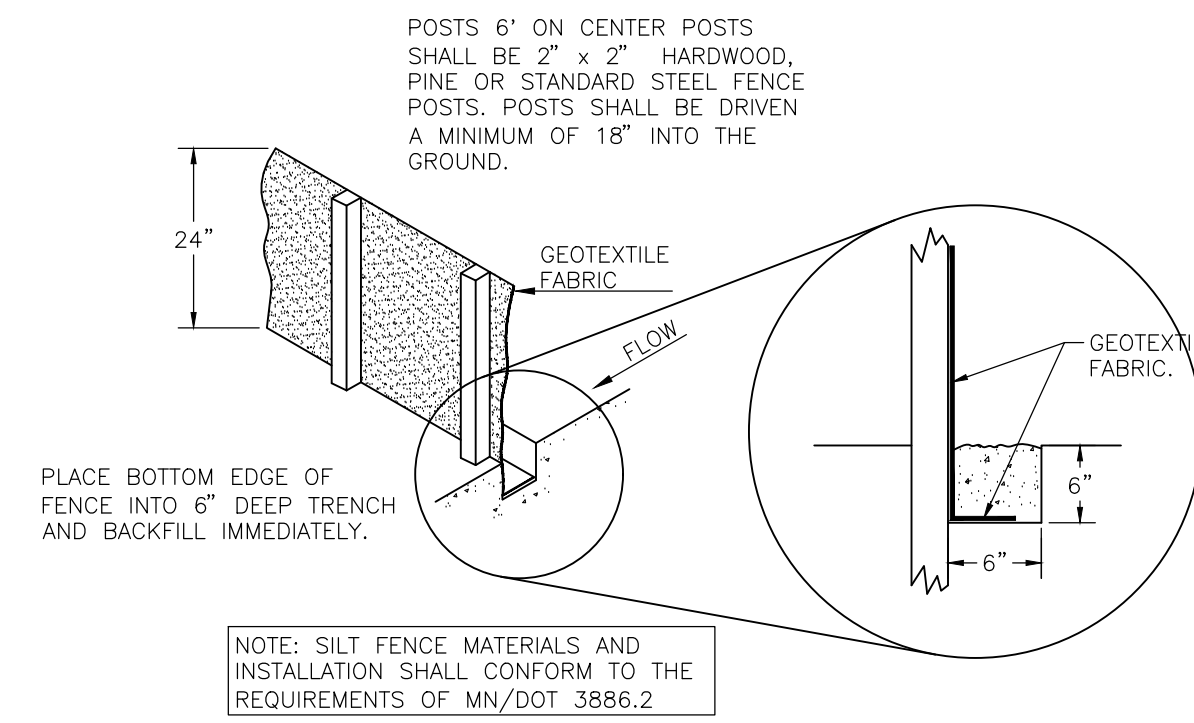
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C5.0 GATE VALVE AND BOX INSTALLATION
NOT TO SCALE



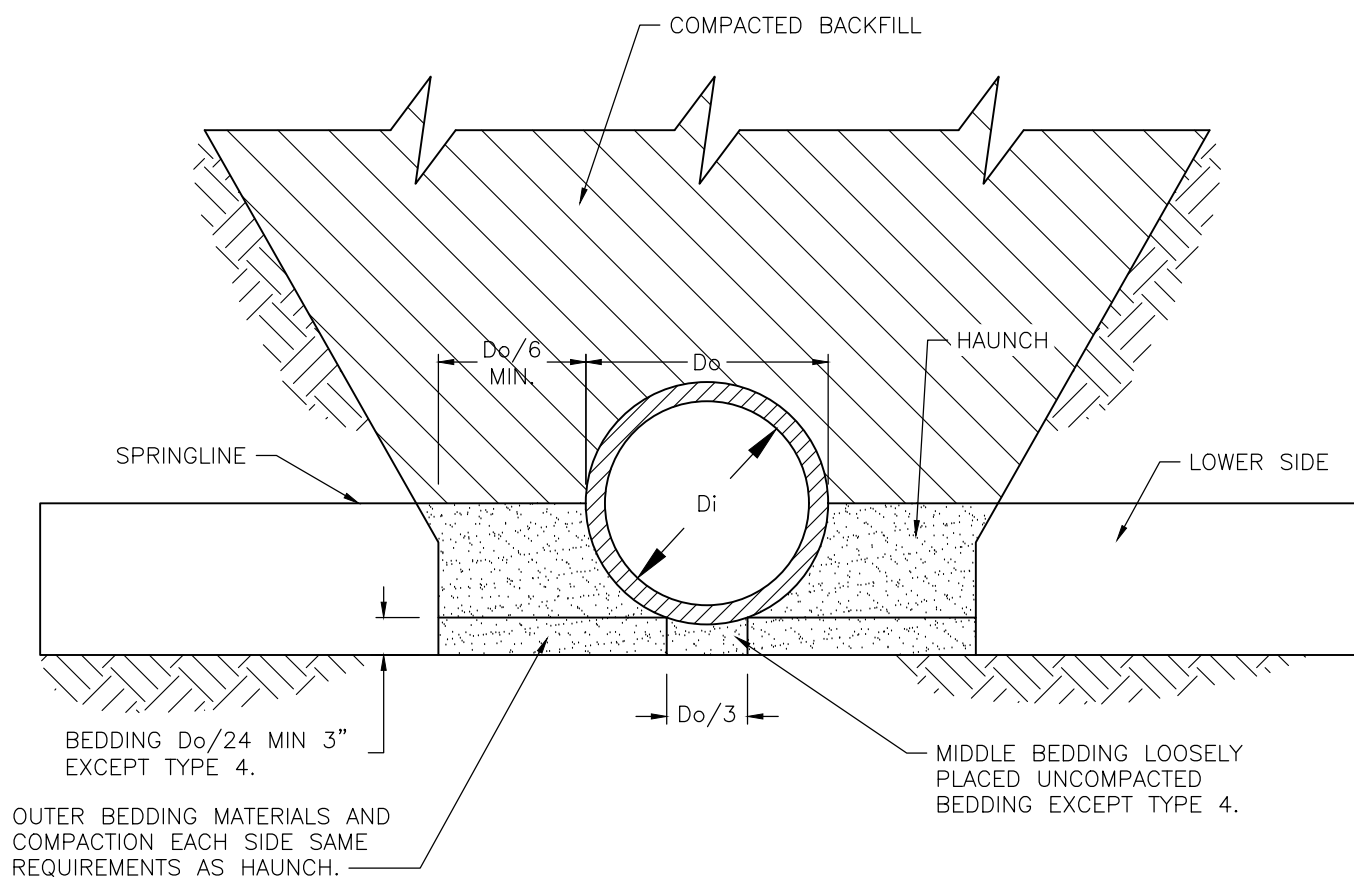
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C5.0 HYDRANT DETAIL
NOT TO SCALE



9
C5.0 STORM SEWER MANHOLE/CATCH BASIN
NOT TO SCALE



4
C5.0 SILTATION FENCE
NOT TO SCALE



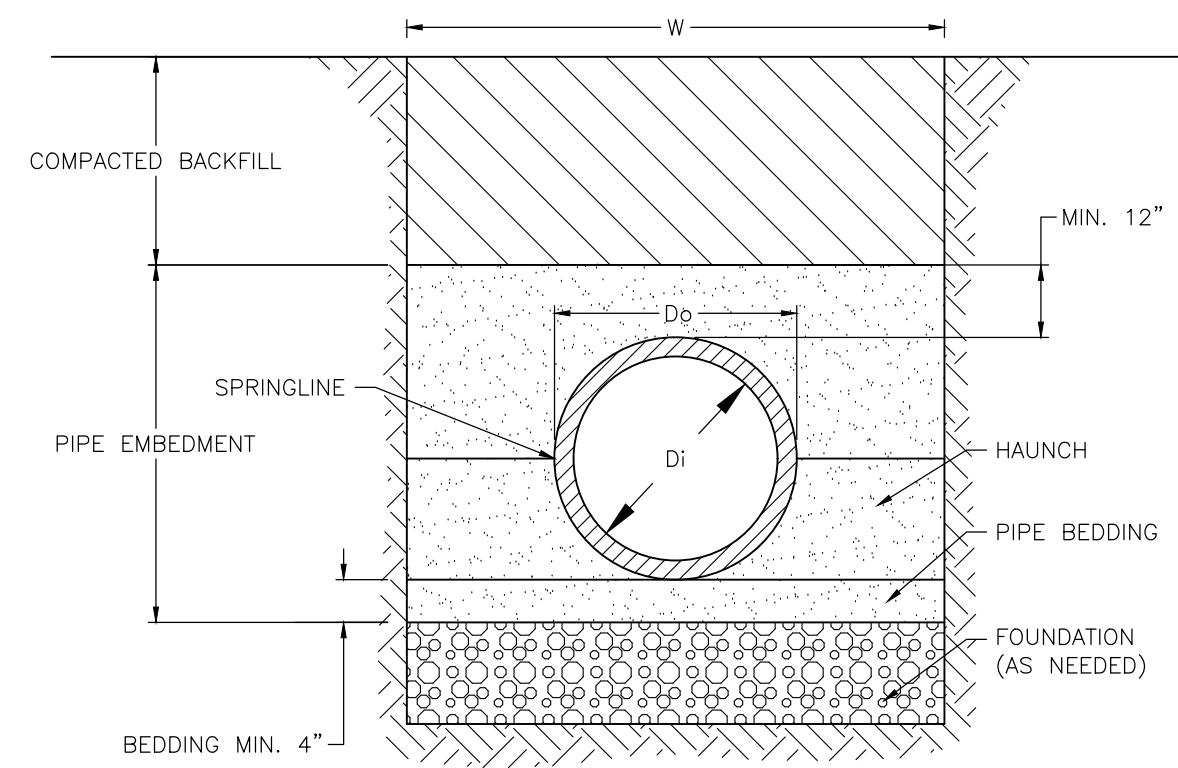
INSTALLATION TYPE	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	95% CATEGORY I	90% CATEGORY I 95% CATEGORY II 100% CATEGORY III
TYPE 2	90% CATEGORY I 95% CATEGORY II	85% CATEGORY I 90% CATEGORY II 95% CATEGORY III
TYPE 3	85% CATEGORY I 90% CATEGORY II 95% CATEGORY III	85% CATEGORY I 90% CATEGORY II 95% CATEGORY III
TYPE 4	NO COMPACTION REQUIRED, EXCEPT IF CATEGORY III USE 85% CATEGORY III	NO COMPACTION REQUIRED, EXCEPT IF CATEGORY III USE 85% CATEGORY III

SOIL	UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)	MN/DOT SPECIFICATION
CATEGORY I	CLEAN COARSE GRAINED SOILS: SW, SP, GW, GP, OR ANY SOIL BEGINNING WITH ONE OF THESE SYMBOLS WITH 12% OR LESS PASSING A #200 SIEVE	COARSE FILTER AGGREGATE MN/DOT 3149.2H
CATEGORY II	COURSE GRAINED SOILS WITH FINES: GM, GC, SM, SC, OR ANY SOIL BEGINNING WITH ONE OF THESE SYMBOLS CONTAINING MORE THAN 12% PASSING A #200 SIEVE	AGGREGATE BEDDING MN/DOT 3149.2D
CATEGORY III	FINE GRAINED SOILS: CL, ML, (OR CL-ML, CL-ML, ML/CL) WITH LESS THAN 30% RETAINED ON A #200 SIEVE	NOT APPLICABLE

NOTES:

1. COMPACTION AND SOIL SYMBOLS—I.E. "95% CATEGORY I" REFERS TO CATEGORY I SOIL MATERIAL WITH MINIMUM STANDARD PROCTOR COMPACTION OF 95%.
2. SOIL IN BEDDING AND HAUNCH ZONES SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE MAJORITY OF SOIL IN THE BACKFILL ZONE.
3. THE TRENCH WIDTH SHALL BE WIDER THAN SHOWN IF REQUIRED FOR ADEQUATE SPACE TO ATTAIN SPECIFIED COMPACTION IN THE HAUNCH AND BEDDING ZONES.
4. FOR TRENCH WALLS WITH GREATER THAN 10 DEGREE SLOPES THAT CONSIST OF EMBANKMENT, THE LOWER SIDE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE SOIL IN THE BACKFILL ZONE.
5. NO BEDDING IS REQUIRED FOR TYPE 4 STANDARD INSTALLATION.
6. REFER TO ASTM C1479-07 FOR DETAILS.
7. TYPE III BEDDING SHALL BE USED UNLESS NOTED OTHERWISE.

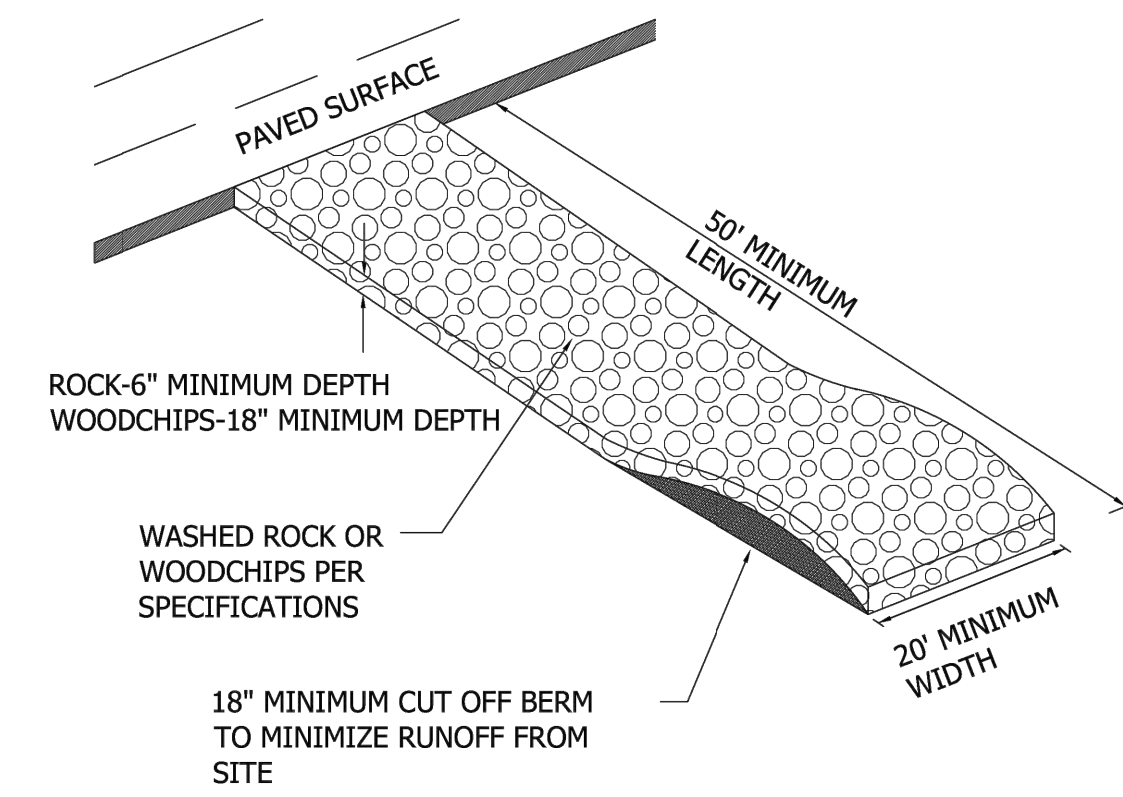
5
C5.0 TYPICAL PIPE BEDDING FOR RCP AND DIP
NOT TO SCALE



NOTES:

1. THE MINIMUM TRENCH WIDTH "W" SHALL BE W=D_o+16" OR 1.25D_o+12 WHICHEVER IS GREATER.
2. PIPE EMBEDMENT MATERIAL SHALL BE CLASS I OR CLASS II MATERIAL. REFER TO SPECIFICATIONS FOR DETAILS.
3. REFER TO ASTM D2321-05 "UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS" FOR DETAILS.

6
C5.0 TYPICAL PIPE BEDDING FOR PVC
NOT TO SCALE



- NOTES:
1. FILTER FABRIC SHALL BE PLACED UNDER ROCK OR WOODCHIPS TO STOP MUD MIGRATION THROUGH ROCK.
 2. ENTRANCE MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION TRACKING.

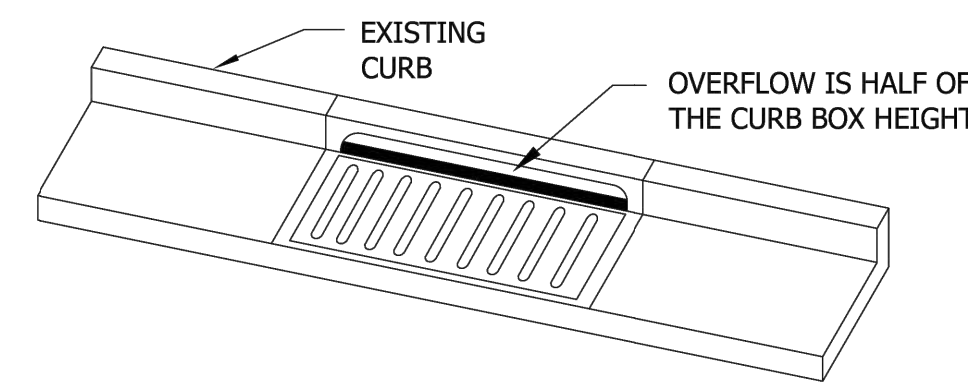


STANDARD DETAILS
CONSTRUCTION ENTRANCE
ROCK AND WOODCHIP
COTTAGE GROVE, MINNESOTA

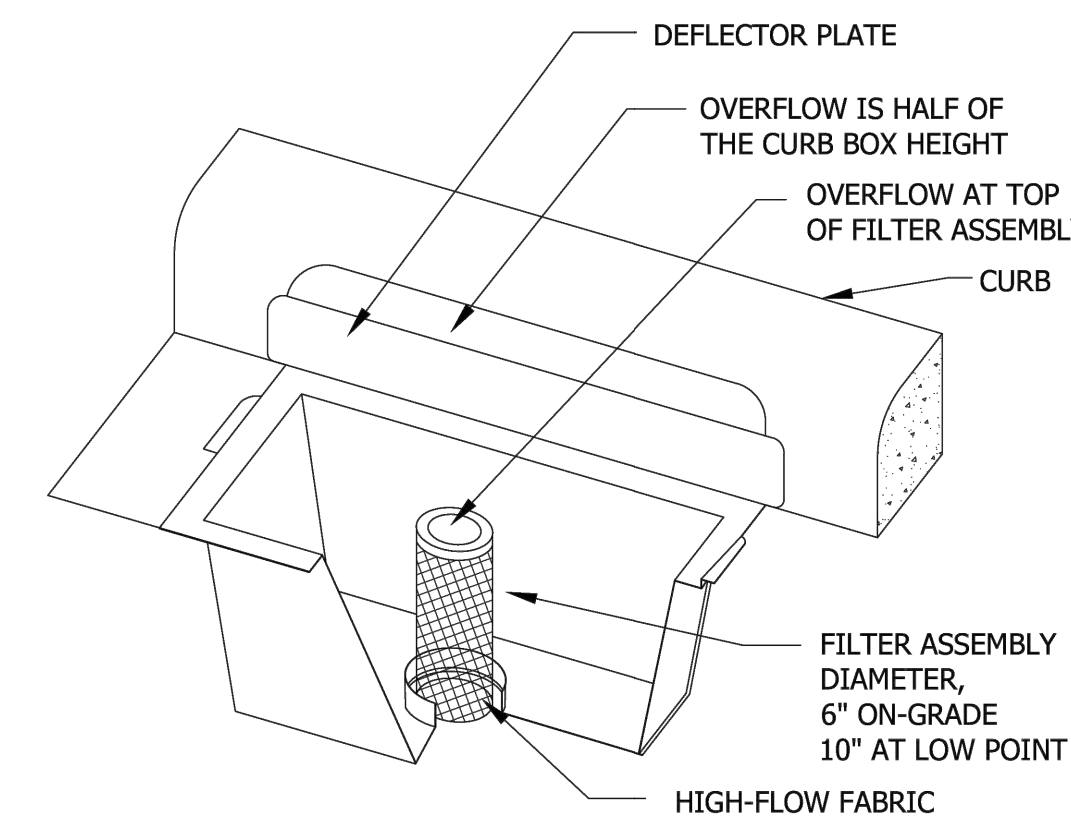
JANUARY 2024
PLATE NO.
ERO-12

48_ER012.DWG

1
C5.0 CONSTRUCTION ENTRANCE
NOT TO SCALE



NOTE: USE WIMCO ROAD DRAIN CG-23 OR CG-3290-VB (DEPENDING ON CASTING TYPE) HIGH FLOW INLET PROTECTION CURB AND GUTTER MODELS, OR CITY APPROVED EQUIAL.

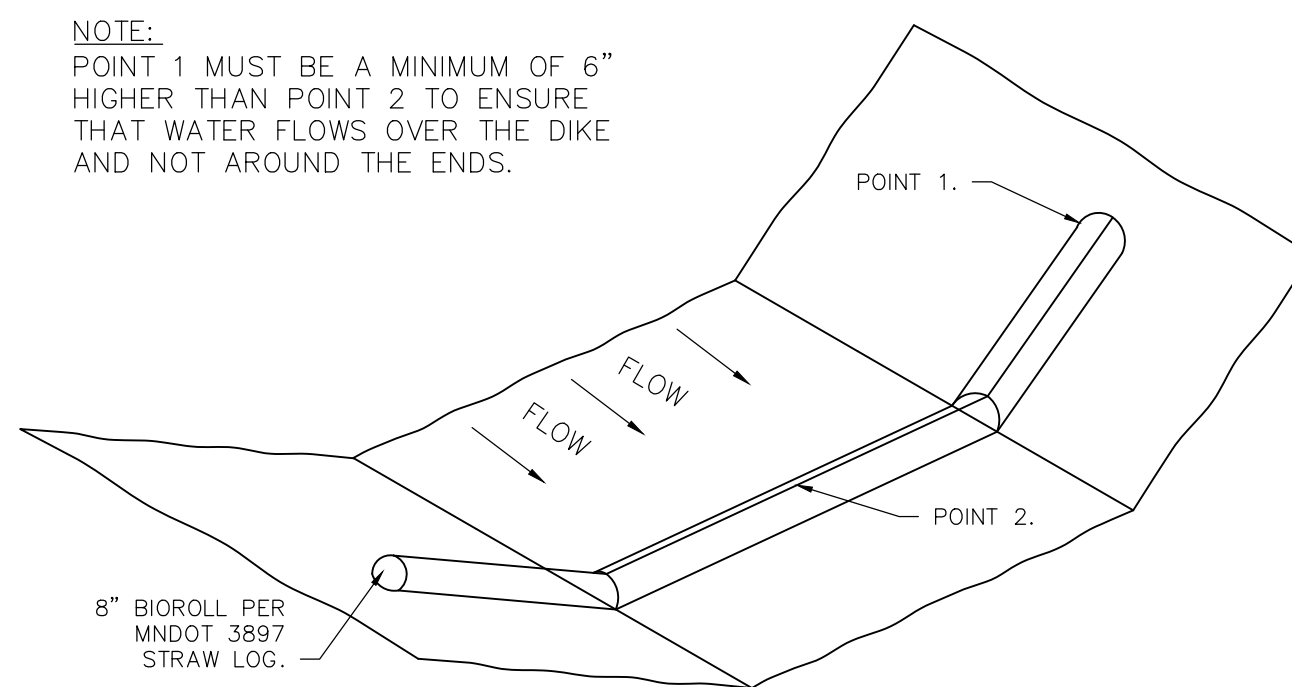


STANDARD DETAILS
INLET PROTECTION CATCH
BASIN INSERT
COTTAGE GROVE, MINNESOTA

JANUARY 2024
PLATE NO.
ERO-9

48_ER09.DWG

2
C5.0 INLET PROTECTION DETAILS
NOT TO SCALE



NOTE:
POINT 1 MUST BE A MINIMUM OF 6" HIGHER THAN POINT 2 TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.

3
C5.0 BIO ROLL
NOT TO SCALE

SO
wash
CO
SCHOOLS



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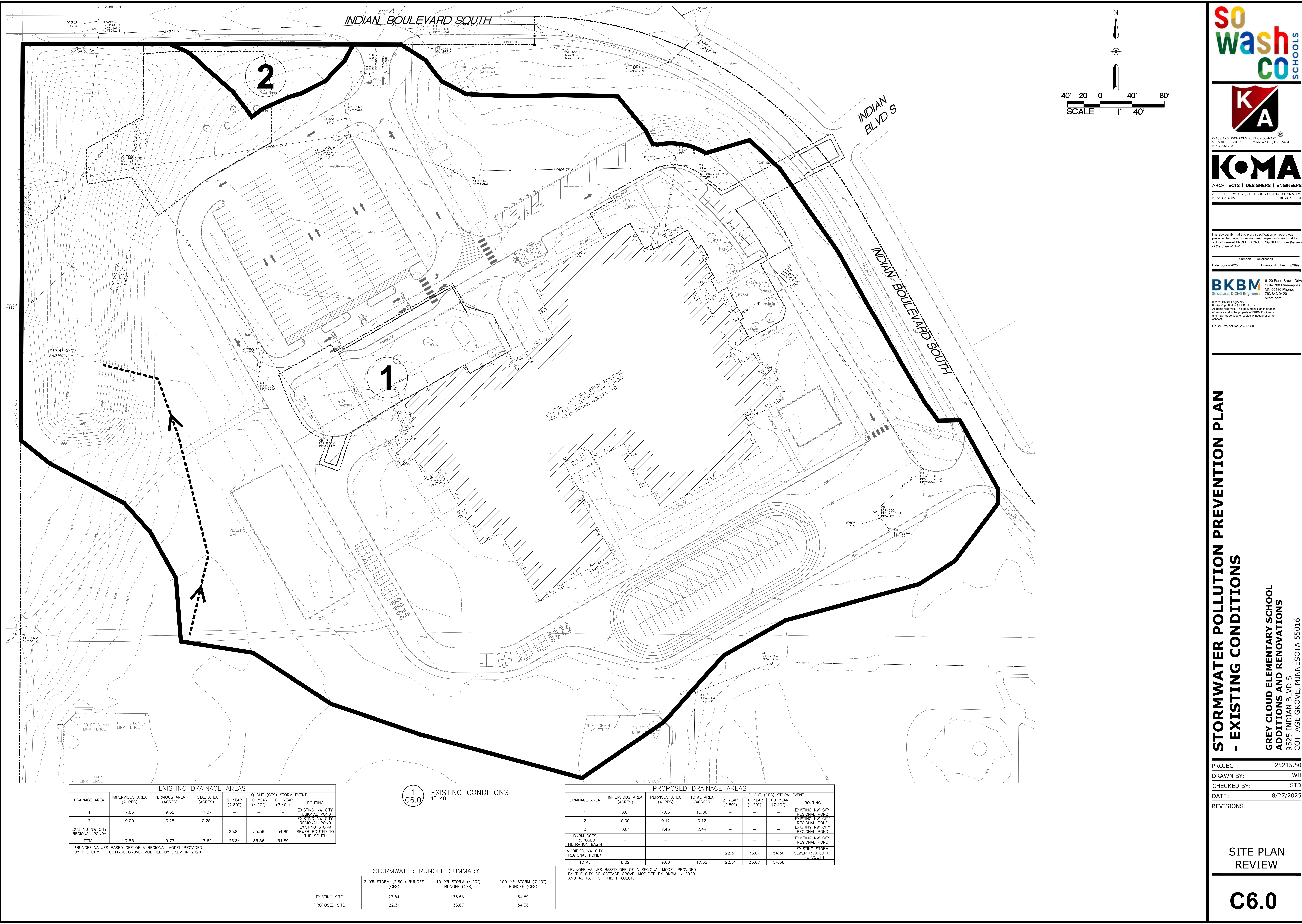
CIVIL DETAILS

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PROJECT: 25215.50
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CHECKED BY: STD
DATE: 8/27/2025
REVISIONS:

SITE PLAN
REVIEW

C5.0



EXISTING DRAINAGE AREAS					
DRAINAGE AREA	IMPERVIOUS AREA (ACRES)	PERVIOUS AREA (ACRES)	TOTAL AREA (ACRES)	Q OUT (CFS) STORM EVENT	
				2-YEAR (2.80")	10-YEAR (7.40")
1	7.85	9.52	17.37	—	—
2	0.00	0.25	0.25	—	—
EXISTING NW CITY REGIONAL POND*	—	—	—	23.84	35.56
EXISTING STORM SEWER ROUTED TO THE SOUTH	—	—	—	54.89	54.89
TOTAL	7.85	9.77	17.62	23.84	35.56

*RUNOFF VALUES BASED OFF OF A REGIONAL MODEL PROVIDED BY THE CITY OF COTTAGE GROVE, MODIFIED BY BKBM IN 2020.

1
C6.0
EXISTING CONDITIONS
1"=40'

PROPOSED DRAINAGE AREAS					
DRAINAGE AREA	IMPERVIOUS AREA (ACRES)	PERVIOUS AREA (ACRES)	TOTAL AREA (ACRES)	Q OUT (CFS) STORM EVENT	
				2-YEAR (2.80")	10-YEAR (7.40")
1	8.01	7.05	15.06	—	—
2	0.00	0.12	0.12	—	—
3	0.01	2.43	2.44	—	—
BKBM GCES PROPOSED FILTRATION BASIN	—	—	—	—	—
MODIFIED NW CITY REGIONAL POND*	—	—	—	22.31	33.67
EXISTING STORM SEWER ROUTED TO THE SOUTH	—	—	—	54.36	54.36
TOTAL	8.02	9.60	17.62	22.31	33.67

*RUNOFF VALUES BASED OFF OF A REGIONAL MODEL PROVIDED BY THE CITY OF COTTAGE GROVE, MODIFIED BY BKBM IN 2020 AND AS PART OF THIS PROJECT.

STORMWATER RUNOFF SUMMARY			
	2-YR STORM (2.80") RUNOFF (CFS)	10-YR STORM (7.40") RUNOFF (CFS)	100-YR STORM (7.40") RUNOFF (CFS)
EXISTING SITE	23.84	35.56	54.89
PROPOSED SITE	22.31	33.67	54.36

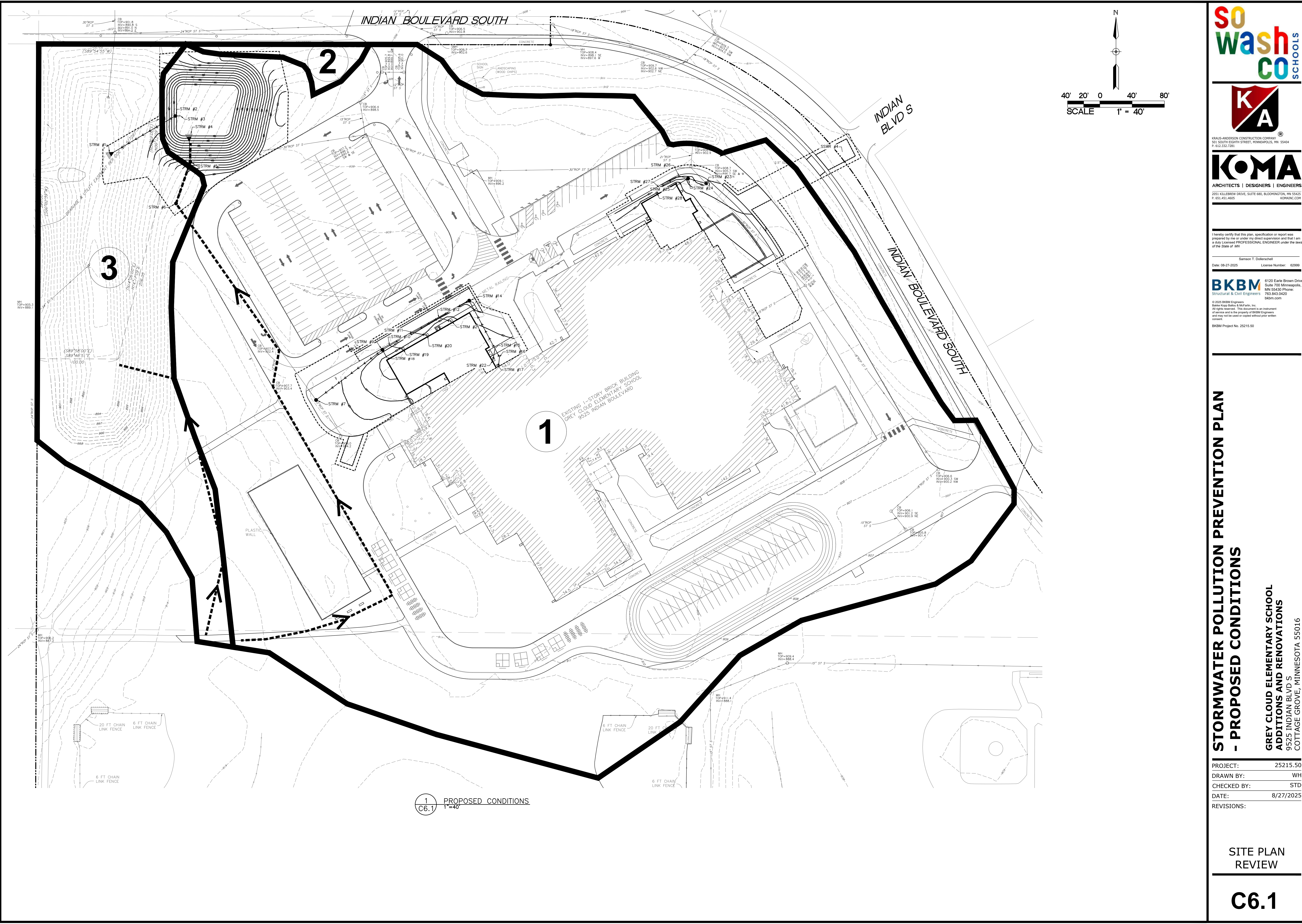
STORMWATER POLLUTION PREVENTION PLAN
- EXISTING CONDITIONS

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT: 25215.50
DRAWN BY: WH
CHECKED BY: STD
DATE: 8/27/2025
REVISIONS:

SITE PLAN
REVIEW

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SO
wash
CO
SCHOOLS

K
A

KRAUS-ANDERSON CONSTRUCTION COMPANY
901 SOUTH EIGHTH STREET, MINNEAPOLIS, MN 55404
P. 612.332.7281

KOMA

ARCHITECTS | DESIGNERS | ENGINEERS
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MN.

Samson T. Dolerschell
Date: 08-27-2025 License Number: 62999

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BKBM Project No. 25215.50

STORMWATER POLLUTION PREVENTION PLAN
- PROPOSED CONDITIONS

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

PROJECT: 25215.50
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Samson T. Dolerschell
Date: 08-27-2025 License Number: 62999

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BKBM Project No. 25215.50

STORMWATER POLLUTION PREVENTION PLAN

- NOTES

GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MINNESOTA 55016

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SITE PLAN
REVIEW

C6.2

NOTE:
THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT INCLUDES THE CIVIL ENGINEERING PLANS AND THE PROJECT MANUAL.
CONTRACTOR SHALL SUPPLY CONSTRUCTION PHASING NARRATIVE, ESTIMATED PRELIMINARY QUANTITIES OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S ANTICIPATED AT THE START OF THE PROJECT AND FOR THE LIFE OF THE PROJECT, AND LOCATION OF AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE DURATION OF EXPOSED SOIL AREAS. CONTRACTOR IS TO REVIEW MINNESOTA POLLUTION CONTROL AGENCY'S INSTRUCTIONS FOR THE APPLICATION FOR MINNESOTA'S NPDES/DES GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY PRIOR TO SUBMITTING APPLICATION.

INSPECTIONS
EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 1/2 INCH OVER 24 HOURS RAIN EVENT.
STABILIZED AREAS: ONCE EVERY 30 DAYS.
FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.
RECORDS: A COPY OF THE GRADING, DRAINAGE EROSION CONTROL PLAN AND WATERSHED DATA & SWPPP PLANS AS WELL AS THE INSPECTIONS/MAINTENANCE LOGS ARE TO BE KEPT EITHER IN THE FIELD OFFICE, INSPECTOR'S VEHICLE, OR CONTRACTOR'S VEHICLE.

FINAL STABILIZATION
STABILIZATION BY UNIFORM PERENNIAL VEGETATIVE COVER (70% DENSITY)
DRAINAGE DITCHES STABILIZED.
ALL TEMPORARY SYNTHETIC AND STRUCTURAL BMP'S REMOVED.
CLEAN OUT SEDIMENT FROM CONVEYANCES AND SEDIMENTATION BASINS (RETURN TO DESIGN CAPACITY).

GRADING & SOILS
BASED ON SOIL BORING(S) PROVIDED BY BRAUN INTERTEC, SOILS TYPICALLY FOUND ON THIS PROJECT ARE: SM, SP
REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.

SPECIAL AND IMPAIRED WATERS
THESE SPECIAL AND IMPAIRED WATERS ARE LOCATED WITHIN ONE MILE (AERIAL RADIUS) OF THE PROJECT LIMITS AND RECEIVE RUNOFF FROM THE PROJECT SITE. DUE TO THE PROXIMITY OF THESE SPECIAL AND IMPAIRED WATERS, THE BMP'S DESCRIBED IN SECTION 23 OF THE NPDES PERMIT WILL APPLY TO ALL AREAS OF THE SITE.

WATERBODY	IMPAIRMENT(S)
UNNAMED CREEK	AMMONIA, UN-IONIZED; FISH BIOASSESSMENTS

MINIMUM ESTIMATED QUANTITIES FOR EROSION CONTROL	
ITEM DESCRIPTION	ESTIMATED QUANTITY
DRAINAGE STRUCT, INLET FILTER	12 EACH
ROCK CONSTRUCTION ENTRANCE	2 EACH
CONCRETE WASHOUT	2 EACH
SILT FENCE	950 LF
BIO LOG	492 LF
EROSION CONTROL BLANKET	1512 SY

NOTE: QUANTITIES SHOWN ARE THE MINIMUM REQUIRED. ADDITIONAL QUANTITIES MAY BE NEEDED IF REQUIRED BY THE MPCA, WATERSHED DISTRICT, OR CITY. CONTRACTOR IS RESPONSIBLE FOR FINAL DETERMINATION OF QUANTITIES PRIOR TO CONSTRUCTION.

PROJECT NARRATIVE
EXISTING SITE DESCRIPTION -- THE EXISTING SITE IS APPROXIMATELY 70 ACRES IN SIZE AND CONSISTS OF A SCHOOL BUILDING, PARKING LOTS, SIDEWALKS, PLAYGROUND AREA, AND REGIONAL RATE CONTROL POND. THE MAJORITY OF THE NORTH PORTION OF THE SITE, THE AREA CONSISTING OF THE BUILDING AND PARKING LOTS, SHEET FLOWS TO AN EXISTING REGIONAL POND IN THE NORTHWEST CORNER OF THE SITE.
PROPOSED SITE DESCRIPTION -- THE PROPOSED PROJECT INCLUDES TWO BUILDING ADDITIONS TO THE EXISTING SCHOOL, MODIFICATIONS TO THE NORTH DROP-OFF AREA, AND NEW SIDEWALKS. THE PROPOSED WORK IS ANTICIPATED TO CREATE 0.25 ACRES OF NEW IMPERVIOUS AREA. FOR STORMWATER MANAGEMENT, A NEW FILTRATION BASIN IS PROPOSED TO BE INSTALLED NEXT TO THE EXISTING NORTHWEST POND. DISCHARGE FROM THE FILTRATION BASIN WILL BE ROUTED TO THE EXISTING NORTHWEST POND.

CONSTRUCTION ACTIVITY EROSION PREVENTION PRACTICES
CONTRACTOR SHALL STABILIZE ALL EXPOSED SOIL AREAS (INCLUDING STOCKPILES). STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION. WHENEVER ANY CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS, STABILIZATION MUST BE COMPLETED NO LATER THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

FOR PUBLIC WATER THAT THE DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPANNING TIME FRAMES, ALL EXPOSED SOIL AREAS THAT ARE WITHIN 200 FEET OF THE WATER'S EDGE, AND DRAIN TO THESE WATERS MUST COMPLETE THE STABILIZATION ACTIVITIES WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.

PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24-HOURS AFTER CONNECTION TO A SURFACE WATER.
SEDIMENT CONTROL MEASURES MUST BE INSTALLED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADE LAND DISTURBING ACTIVITIES BEGIN.

SEDIMENT AND EROSION CONTROL MAINTENANCE
PERIMETER SEDIMENT CONTROL PRACTICES: WHEN SEDIMENT REACHES 1/3 THE HEIGHT OF THE BMP, THE SEDIMENT MUST BE REMOVED WITHIN 24 HOURS. IF PERIMETER SEDIMENT CONTROL HAS BEEN DAMAGED OR IS NOT FUNCTIONING PROPERLY, IT MUST BE REPAIRED AND/OR REPLACED WITHIN 24 HOURS. PERIMETER BMP MEASURES MAY INCLUDE SILT FENCING.
CONSTRUCTION SITE VEHICLE EXIT LOCATIONS: ALL TRACKED SEDIMENT ONTO PAVED SURFACES MUST BE REMOVED WITHIN 24 HOURS OF DISCOVERY OR MORE FREQUENTLY IF REQUIRED BY CITY OR WATERSHED.
CONSTRUCTION SITE DEWATERING: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS. DISCHARGE FROM ALL DEWATERING OPERATIONS SHALL BE DIRECTED TO ON-SITE DEPRESSIONS. NO DISCHARGE FROM DEWATERING OPERATIONS SHALL BE DIRECTED OFF-SITE TOWARDS A WATER OF THE STATE.

PORTABLE TOILET NOTES:
1. PORTABLE TOILETS POSE AN ENVIRONMENTAL HAZARD WHEN PLACED IN THE VICINITY OF STORM DRAINS OR BODIES OF WATER. PORTABLE TOILET CLEANING ACTIVITIES CAN ALSO GENERATE POLLUTANTS THAT CAN DEGRADE WATER QUALITY.
2. PORTABLE TOILET PLACEMENT:
2.1. PLACE PORTABLE TOILETS ON FLAT STABLE GROUND WITH CLEAR ACCESS TO THE UNITS.
2.2. LOCATE TOILETS A MINIMUM OF 20 FEET FROM ANY WATER BODY AND 10 FEET FROM ANY CURB AND GUTTER. IF UNFEASIBLE, AN EARTHEN BERM OR SAND BAG BERM SHALL BE PLACED AROUND THE UNIT FOR SPILL AND LEAK CONTAINMENT.
2.3. AVOID PLACING TOILETS ON IMPERVIOUS SURFACES THAT WILL QUICKLY DRAIN TO STORM SEWERS.
2.4. LOCATE TOILETS SO THAT EXPOSURE TO TRAFFIC AND MOVING EQUIPMENT IS MINIMIZED.
2.5. SECURE TOILETS TO THE GROUND WITH STRIKES OR CABLES.
2.6. RINSE WATER FROM CLEANING ACTIVITIES SHALL NOT BE DISPOSED ON SITE.
3. REGULARLY CHECK TOILETS FOR DAMAGE, LEAKS AND SPILLS AS PART OF THE WEEKLY STORMWATER SITE INSPECTION.
4. OWNER IDENTIFICATION AND CONTACT INFORMATION SHALL BE DISPLAYED IN A PROMINENT LOCATION ON EACH UNIT.

OTHER NOTES:
1. LONG TERM MAINTENANCE OF THE SITE WILL BE PERFORMED BY THE OWNER, ISD #833. INCLUDED MAINTENANCE FOR STORMWATER DEVICES SHALL BE:
1.1. INSPECT SUMP CATCH BASINS ON A BIENNIAL BASIS, ONCE IN THE SPRING AND ONCE IN THE FALL.
1.2. CLEAN SUMP CATCH BASINS OF SEDIMENT AND DEBRIS ANNUALLY OR WHEN SEDIMENTS FILL 1/3 OF THE STORAGE VOLUME.
1.3. RESTORE ANY AREAS OF EROSION IN THE FILTRATION BASIN AS NEEDED.
1.4. REMOVE ANY DEBRIS OR SEDIMENT BUILD-UP FROM THE FILTRATION BASIN AS NEEDED.
2. THIS SWPPP WAS PREPARED BY PERSONNEL THAT ARE CERTIFIED IN THE DESIGN OF CONSTRUCTION SWPPPS. COPIES OF THE CERTIFICATIONS ARE ON FILE WITH BKBM AND ARE AVAILABLE UPON REQUEST.
3. THIS SWPPP DOCUMENT MUST BE AMENDED AS NECESSARY DURING CONSTRUCTION IN ORDER TO KEEP IT CURRENT WITH THE POLLUTANT CONTROL MEASURES UTILIZED AS THE SITE. THE SITE MAP SHOWING LOCATIONS OF ALL STORM WATER CONTROLS MUST BE POSTED ON THE SITE AND UPDATED TO REFLECT THE PROGRESS OF CONSTRUCTION.

POLLUTION PREVENTION MEASUREMENTS
HAZARDOUS WASTE STORED (SECONDARY CONTAINMENT, RESTRICTED ACCESS) AND DISPOSED IN COMPLIANCE WITH MPCA REQUIREMENTS.
NO EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION ALLOWED ON-SITE.
CONCRETE WASHOUT ON-SITE: ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW LIQUIDS TO ENTER GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. THE CONCRETE WASHOUT AREA INDICATED ON THE PLANS IS SHOWN IN AN APPROXIMATE LOCATION. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION IN ACCORDANCE WITH MPCA REQUIREMENTS.
STORAGE, HANDLING AND DISPOSAL OF CONSTRUCTION PRODUCTS, MATERIALS, AND WASTES:
BUILDING PRODUCTS THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS MUST BE UNDER COVER. PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPE MATERIALS MUST BE UNDER COVER.
HAZARDOUS MATERIALS, TOXIC WASTE (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS MUST BE PROPERLY STORED IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGES.

HANDLING AND STORAGE OF HAZARDOUS MATERIALS
IF THE CONTRACTOR INTENDS TO USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS ON THE PROJECT SITE, THE CONTRACTOR MUST COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS:
1. THE CONTRACTOR MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION TO ENSURE EFFECTIVE TREATMENT. CHEMICALS MAY ONLY BE APPLIED WHERE TREATED STORMWATER IS DIRECTED TO A SEDIMENT CONTROL SYSTEM WHICH ALLOWS FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.
2. CHEMICALS MUST BE SELECTED THAT ARE APPROPRIATELY SUITED TO THE TYPES OF SOILS LIKELY TO BE EXPOSED DURING CONSTRUCTION, AND TO THE EXPECTED TURBIDITY, PH, AND FLOW RATE OF STORMWATER FLOWING INTO THE CHEMICAL TREATMENT SYSTEM OR AREA.
3. CHEMICALS MUST BE USED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, AND WITH DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR PROVIDER/SUPPLIER OF THE APPLICABLE CHEMICALS.

ON-SITE FUEL TANKS REQUIRE SECONDARY CONTAINMENT AS REQUIRED BY THE PERMIT. PORTABLE FUEL TRUCKS SHALL HAVE THEIR SPILL KITS AVAILABLE DURING FUELING. SPILLS GREATER THAN 5 GALLONS MUST BE REPORTED TO THE PROPER AUTHORITIES.

MECHANICAL AND NON STORMWATER DISCHARGES, EXISTING AND PROPOSED
1. WATER LINE FLUSHING
2. LANDSCAPE IRRIGATION
3. UNCONTAMINATED PUMPED GROUND WATER
4. DISCHARGE FROM POTABLE WATER SOURCES
5. FOUNDATION DRAINS
6. AIR CONDITIONING CONDENSATION
7. STREET WASH WATERS

AGENCY CONTACTS
CITY OF COTTAGE GROVE
ENGINEERING DEPARTMENT
PHONE: (651) 458-2800
MINNESOTA POLLUTION CONTROL AGENCY
PHONE: (651) 296-6300
SOUTH WASHINGTON WATERSHED DISTRICT
PHONE: (651) 714-3714
OWNER
ISD #833
1742 EAST POINT DOUGLAS ROAD
COTTAGE GROVE, MN 55016-3025
PHONE: (651) 425-6300

NOTE:
THE CONTRACTOR MUST COMPLETE, SIGN, OBTAIN OWNERS SIGNATURE, PAY FEE, AND SEND IN THE NPDES PERMIT APPLICATION. CONTRACTOR SHALL PROVIDE A CERTIFIED EROSION CONTROL SUPERVISOR. SWPPP DOCUMENTATION, INCLUDING INSPECTION REPORTS SHALL BE RETAINED FOR A PERIOD OF THREE (3) YEARS. DESIGN CALCULATIONS ARE ON FILE AT BKBM.
THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP AND INSPECTION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S, BEFORE, DURING, AND AFTER CONSTRUCTION UNTIL THE NOTICE OF TERMINATION HAS BEEN FILED.

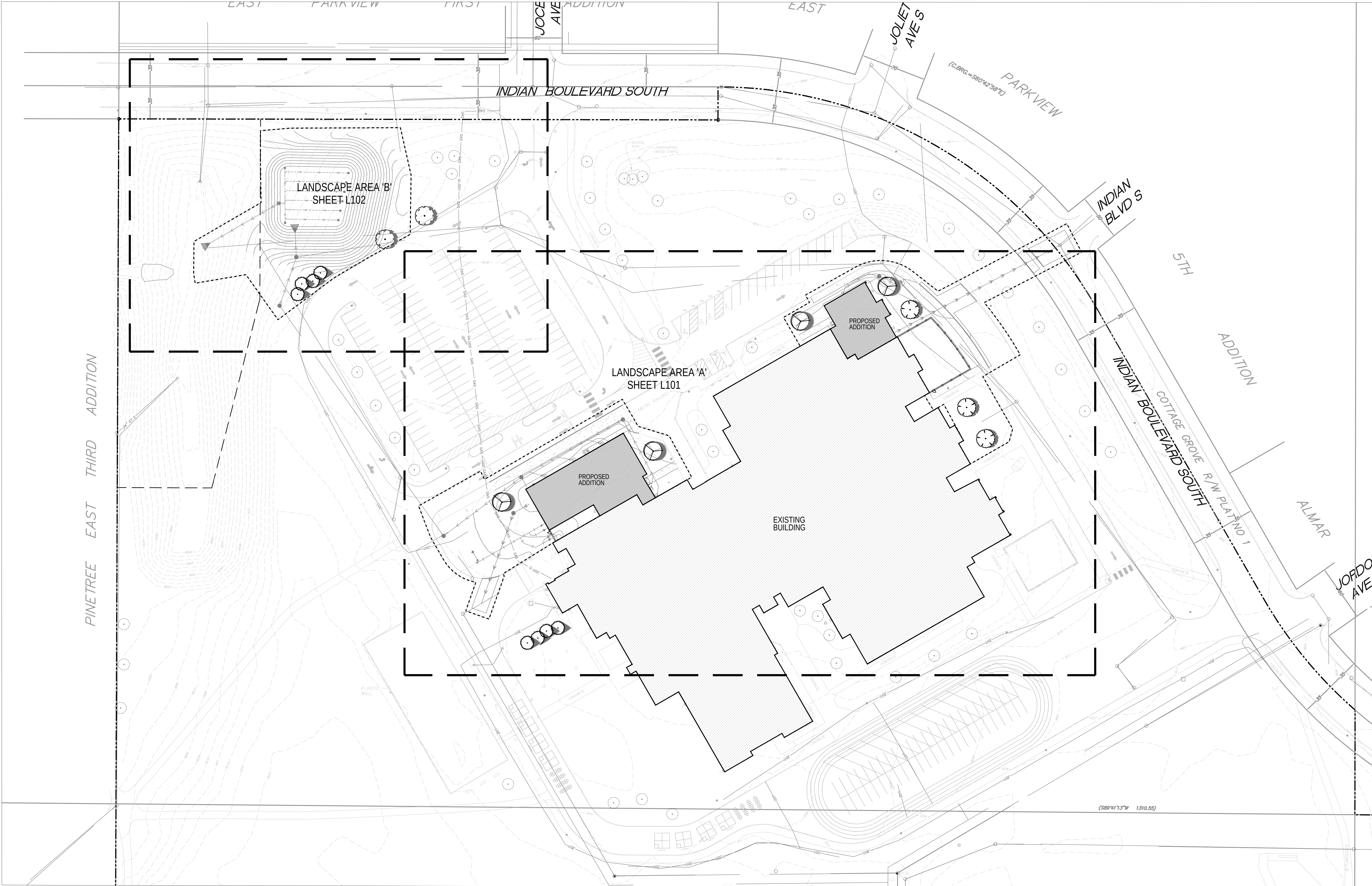
STOCKPILES:
ON-SITE STOCKPILES OF SOIL SHALL HAVE PERIMETER SEDIMENT CONTROL. STOCKPILES SHALL BE STABILIZED WITH BLANKETS, TAPPS, OR HYDRO MULCH IF LEFT ON-SITE FOR MORE THAN 7 DAYS.

TEMPORARY SEDIMENT BASINS:
TEMPORARY SEDIMENT BASINS SHALL BE PROVIDED PER APPENDIX A, SECTION C.1.8 OF THE MPCA GENERAL STORMWATER PERMIT.
ENGINEER ANTICIPATES THAT, PRIOR TO EXCAVATION FOR FILTRATION BASIN, CONTRACTOR WILL USE PROPOSED FILTRATION BASIN AREA AS TEMPORARY SEDIMENT BASIN. CONTRACTOR SHALL EXCAVATE TEMPORARY BASIN PRIOR TO USE. SURFACE WATER SHALL BE REMOVED BY SKIMMER DEVICE SUCH AS FARBLOTH SKIMMER OR THIRSTY DUCK, OR USING A PUMP WITH A FILTER. ALTERNATIVE TEMPORARY SEDIMENT BASINS SHALL BE APPROVED BY ENGINEER PRIOR TO USE.

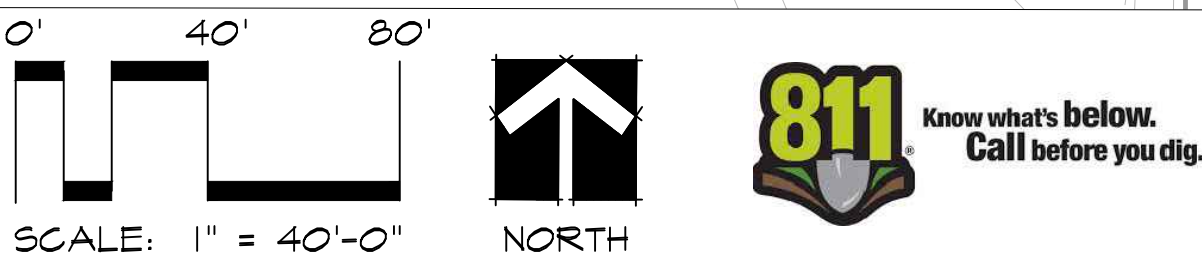
SWPPP IMPLEMENTATION, INSTALLATION, INSPECTION, AND BMP MAINTENANCE SHALL BE PERFORMED BY THE CONTRACTOR.
NAME: _____
CERTIFICATION #:- _____
DATE: _____

NOTE:
AN AS-BUILT SURVEY OF ALL STORMWATER BMP'S (FILTRATION BASIN, OUTLET STRUCTURES, DRAIN TILE, CLEAN OUTS, SUMP CATCH BASINS, ETC...) SHALL BE SUBMITTED TO SOUTH WASHINGTON WATERSHED DISTRICT PRIOR TO PROJECT CLOSEOUT. THE AS-BUILT SURVEY SHALL INCLUDE THE FILTRATION BASIN DRAIN TILE INVERTS AND LAYOUT FOR VERIFICATION THAT THE SYSTEM WAS INSTALLED PROPERLY AND THAT 18-INCHES OF SAND/FILTRATION MIX OVER THE TOP OF THE DRAIN TILE HAS BEEN PROVIDED.

General Notes:
01. See Civil Engineer's plans for site plan layout and dimensions.
02. Protect adjacent areas from damage during construction.
03. See Civil Engineer's details for paving and curb information.
04. Refer to Sheets L101-L102 for Landscape Plans, L201-L202 for Landscape Details, L301-L302 for Tree Preservation



LANDSCAPE OVERVIEW PLAN



LANDSCAPE OVERVIEW PLAN

GREY CLOUD ELEMENTARY - ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016

PROJECT:	24253
DRAWN BY:	HL
CHECKED BY:	BH
DATE:	08/27/2025
REVISIONS:	

SITE PLAN
REVIEW

L100

KRAUS-ANDERSON CONSTRUCTION COMPANY
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Benjamin D. Harberg, P.L.A.
MN License Number: 48084 Date: XX-XX-XXXX

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PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
EVERGREEN TREES						
	PD	Picea glauca 'Densata'	Black Hills Spruce	8' Ht.	B&B	8
OVERSTORY TREE						
	AS	Acer x freemanii 'Sienna'	Sienna Glen Maple	3" Cal.	B&B	4
	CO	Celtis occidentalis	Common Hackberry	3" Cal.	B&B	3
	GD	Gleditsia triacanthos inermis 'Draves' TM	Street Keeper Honey Locust	3" Cal.	B&B	2
SHRUBS						
	DI	Diervilla lonicera	Dwarf Bush Honeysuckle	3 gal.	Pot	19
ANNUALS/PERENNIALS						
	Hh	Hemerocallis x 'Happy Returns'	Happy Returns Daylily	1 gal.	Pot	13
GRASSES						
	Ck	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	Pot	12

Municipal Landscape Requirements:

Landscape Area in the Work Limits*: 32,060 sq ft
*Excludes Storm Basins

New Overstory Deciduous Trees Required: 9
(.0002786) x 32,060 = 9

(-)

Existing Trees to Remain: 0

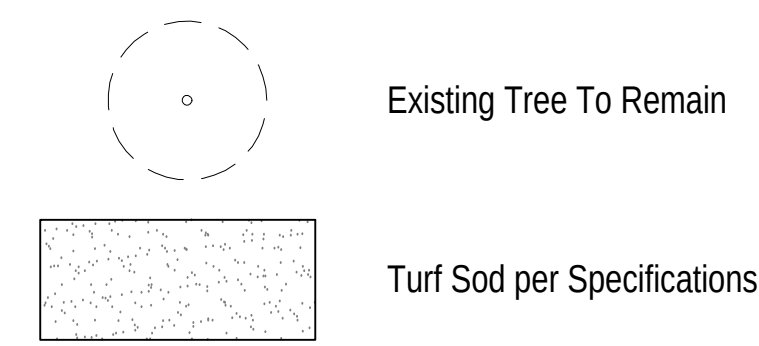
New Coniferous Trees Required: 8
(.0002600) x 32,060 = 8

(-)

Existing Trees to Remain: 0

New Shrubs Required: 19
(.0006) x 32,060 = 19

Landscape Symbols Legend:



Mitigation for Tree Removals:

Refer to Sheet L301 for calculations and tree removal information

Mitigation Inches/Feet count towards the Landscape Requirement

Replacement Deciduous Overstory Inches Required: 26 inches

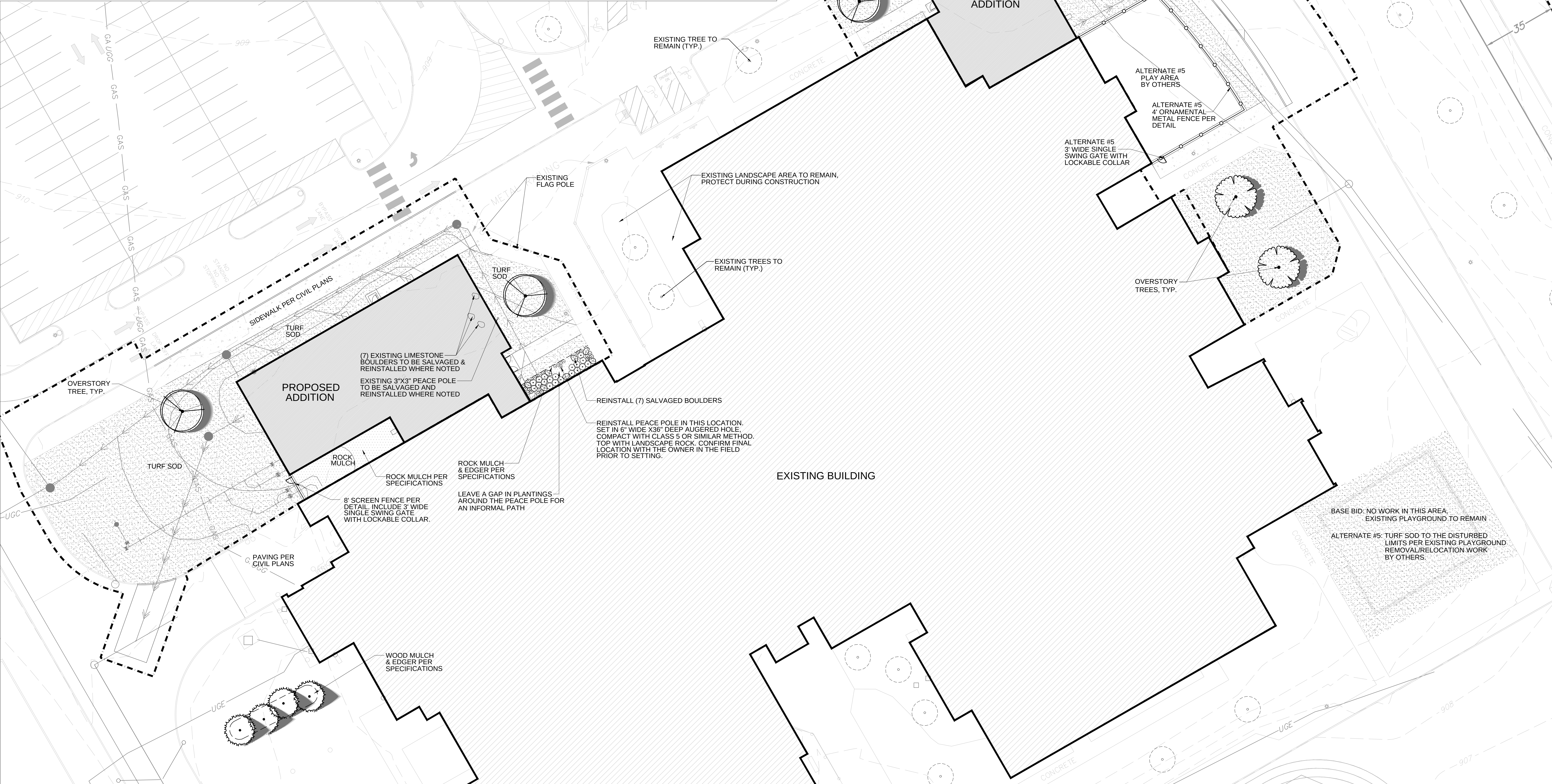
Replacement Coniferous Feet Required: 62 feet



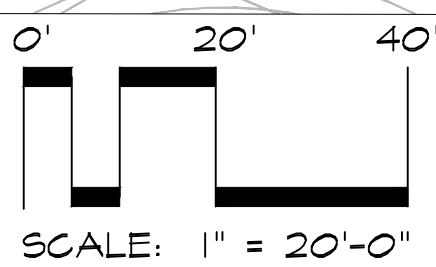
Existing Peace Pole to be Salvaged & Reinstalled per Plan

General Notes:

01. See Civil Engineer's plans for site plan layout and dimensions.
02. Protect adjacent areas from damage during construction.
03. See Civil Engineer's details for paving and curb information.
04. Refer to Sheets L101-L102 for Landscape Plans, L201-L202 for Landscape Details, L301-L302 for Tree Preservation



LANDSCAPE LAYOUT PLAN - AREA 'A'



LANDSCAPE LAYOUT PLAN - AREA 'A'

GREY CLOUD ELEMENTARY - ADDITIONS AND RENOVATIONS

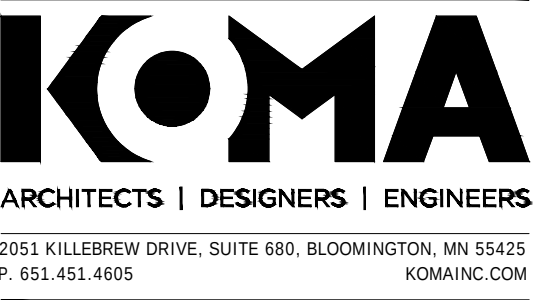
9525 INDIAN BLVD S

COTTAGE GROVE, MN 55016

PROJECT:	24253
DRAWN BY:	HL
CHECKED BY:	BH
DATE:	08/27/2025
REVISIONS:	

SITE PLAN REVIEW

L101



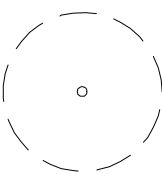
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

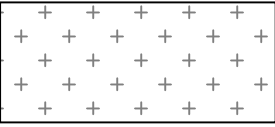
Benjamin D. Hartberg, P.L.A.
MN License Number: 48084 Date: XX-XX-XXXX

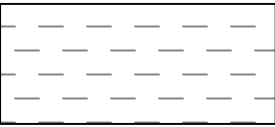


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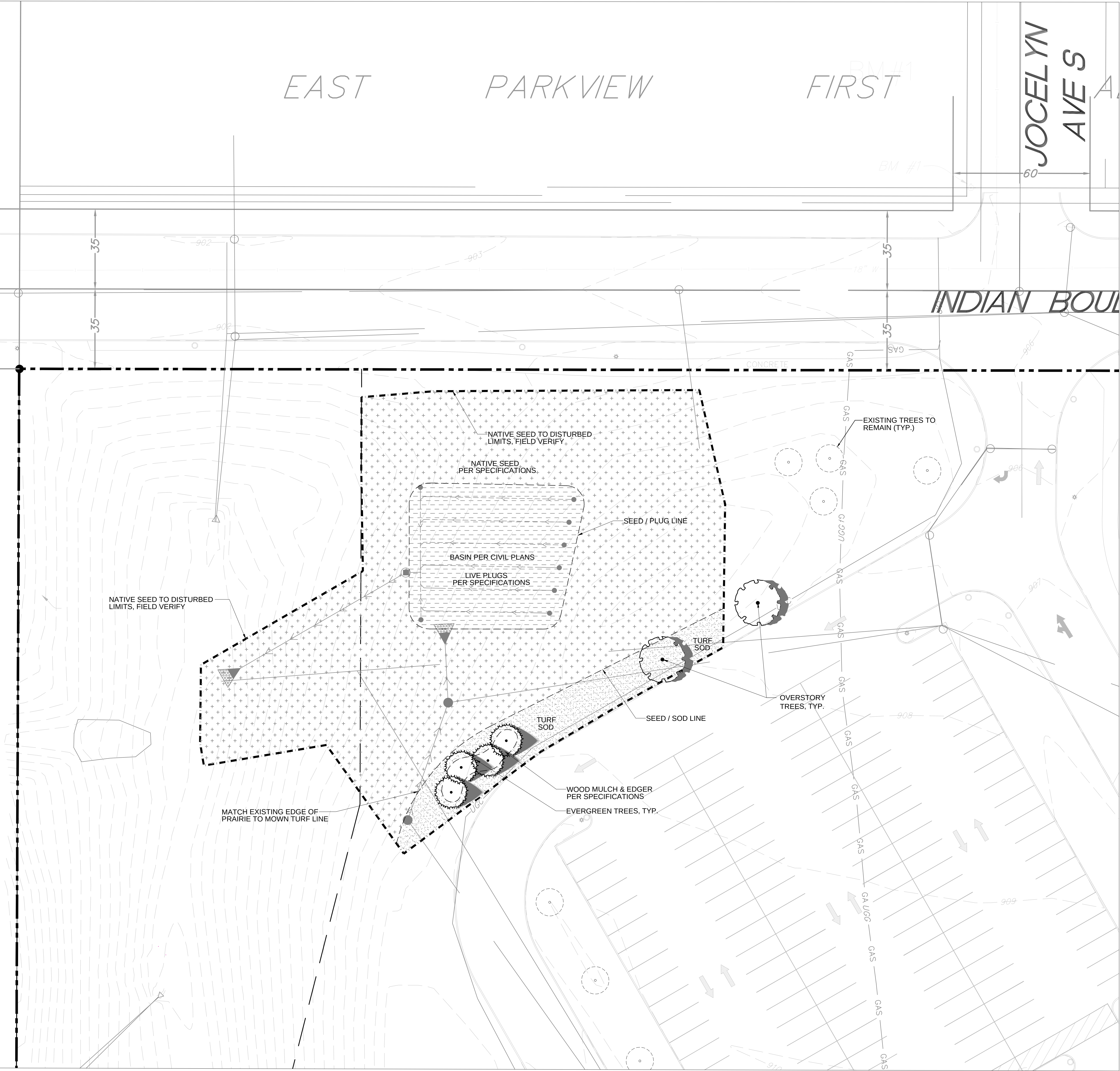
Landscape Symbols Legend:

- 

Existing Tree To Remain
- 

Native Seed per Specifications
- 

Live Plugs per Specifications



LANDSCAPE LAYOUT PLAN - AREA 'B'

General Notes:

01. See Civil Engineer's plans for site plan layout and dimensions.
02. Protect adjacent areas from damage during construction.
03. See Civil Engineer's details for paving and curb information.
04. Refer to Sheets L301-L302 for Landscape Plans, L201-L202 for Landscape Details, L301-L302 for Tree Preservation





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KOMA

ARCHITECTS | DESIGNERS | ENGINEERS

2051 MILLERBREW DRIVE, SUITE 680, BLOOMINGTON, MN 55425

P 651.451.4605 KOMA.MN.COM

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Benjamin D. Hartberg, P.L.A.
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Structural & Civil Engineers

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LANDSCAPE LAYOUT PLAN - AREA 'B'

GREY CLOUD ELEMENTARY - ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016

PROJECT:	24253
DRAWN BY:	HL
CHECKED BY:	BH
DATE:	08/27/2025
REVISIONS:	

SITE PLAN
REVIEW

L102



L201



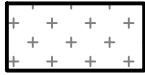
Landscape Notes and Requirements:

1. Tree saucer for individual trees outside of a plant bed to be four inches (4") depth Western Red Cedar wood mulch. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch. Dyed or Colorized mulch is strictly prohibited.
2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
5. All proposed plants shall be located and staked as shown. Install 6" diameter perforated white PVC trunk guards on all new deciduous trees by November 1st. Remove tree watering bags at this time.
6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
8. All plant materials shall be fertilized upon installation as specified.
9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
12. Contractor is responsible for ongoing maintenance of all newly installed material, per specifications. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
13. Warranty: The contractor shall guarantee newly planted material through one calendar year from the date of punch list inspection. Plants that exhibit more than 20% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide 6" dia. PVC trunk guards on deciduous trees. Prune dead wood prior to the warranty review meeting.
14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
17. Irrigation & Watering: There is no permanent irrigation system in the work limits. For the landscape improvements shown, the landscape contractor shall provide temporary irrigation. Refer to the Turf and Grasses Specification Section 32 92 00 for temporary irrigation requirements. Additionally, all trees planted shall receive tree watering bags. Tree watering bags to be installed and filled with water by the Contractor. Refer to spec section 32 93 00 for more information.
18. Landscape Rock Mulch & Edging:

A. Rock Mulch: 4" depth of ¾" dark grey trap rock chips. The intent is to match the existing rock mulch on site. Field verify and submit sample for approval.

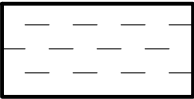
B. Edger: Commercial grade black polyvinyl edging. The intent is to match the existing edger on site. Field verify and submit sample for approval.
19. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
20. Unless otherwise noted/indicated, all new landscape beds, including the designated garden area, will receive 3/8" trap rock chips over weed mat per specifications.
21. All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.
22. Turf Sodding and Seeding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2024 edition, for turf bed preparation, installation, maintenance, acceptability, and warranty. An acceptable stand of seeded turf is lush, full, and weed-free. See specifications for maintenance requirements.
23. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
24. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
25. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
26. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
27. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
28. See Site and Civil plans for additional information regarding the project, including infiltration area soils and sub-surface drainage requirements and performance.
29. Topsoil Requirements: 4" (minimum) depth of topsoil is required on all projects. See Specifications for additional requirements. Specifications supersede this note if a deeper topsoil depth is listed.
30. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
31. Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.
32. Garden Soil in At-Grade Garden Plot: The existing topsoil in the garden area indicated shall be raked, tilled, and amended with clean imported compost so that the topsoil achieves a 20% compost to 80% topsoil ratio. The garden beds shall be planting ready upon completion.

NATIVE SEED MIX:



Native Seed Areas noted per plan: (unless otherwise noted on civil plans), shall be: BWSR 38-631 Pollinator Plot Urban SE mix, drop-seeded or hand broadcasted into the topsoil layer at the BWSR recommended rate of 21.45 lbs per acre. Submit seed mix for approval. See specifications. Grading and Erosion Control per Civil Plans and Specifications.

BASIN BOTTOM: LIVE PLUG SCHEDULE:

Plug Spacing:	Scientific Name	Common Name	Size	Root
24" On-Center	Bolboschoenus fluviatius	River Bullrush	FLAT	PLUG
(Provide a random and equal mixture of the plants listed) 	Calamagrostis canadensis	Blue Joint Grass	FLAT	PLUG
	Carex peltita	Wooley Sedge	FLAT	PLUG
	Carex bebbi	Bebb's Sedge	FLAT	PLUG
	Carex vulpinoidea	Fox Sedge	FLAT	PLUG
	Carex comosa	Bottle Brush Sedge	FLAT	PLUG
	Carex lacustris	Lake Sedge	FLAT	PLUG
	Carex stricta	Tussock Sedge	FLAT	PLUG
	Juncus effusus	Common Rush	FLAT	PLUG
	Scirpus atrovirens	Green Bulrush	FLAT	PLUG
	Scirpus cyperinus	Woolgrass	FLAT	PLUG
	Spartina pectinata	Cord Grass	FLAT	PLUG

* Contractor is to evenly distribute the allocated amount of prairie plugs throughout the basin areas located within the site accordingly.

NATIVE SEED REQUIRED MAINTENANCE - 3 YRS:

Native Grass and Forb Mixtures (mixtures beginning with the number 3)

- Year 1
- Establishment (spring seeding):

1) Prepare site - Late April - May

2) Seed - May 1 - June 1
- Maintenance:

1) Mow (6-8 inches) - every 30 days after planting until September 30.

2) Weed Control - mowing should help control annual weeds. Spot spray thistles, etc.
- Establishment (fall seeding):

1) Prepare site - Late August - early September

2) Seed - late September to freeze-up
- Maintenance (following season):

1) Mow (6-8 inches) - once in May, June, and July

2) Weed Control - mowing should keep annual weeds down. Spot spray thistles, etc.

- Evaluation:

1) Cover crop growing within 2 weeks of planting (except dormant plantings).

2) Seedlings spaced 1-6 inches apart in drill rows.

3) Native grass seedlings may only be 4-6 inches tall.

4) If there is a flush of growth from foxtail etc., mow as necessary.
- Year 2
- Maintenance:

1) Mow (6-8 inches) one time between June 1 - August 15 before weeds set seed.

2) Weed Control - mowing should keep annual weeds down. Spot spray thistles, etc.

3) Some sites may not require much maintenance the second year.
- Evaluation:

1) Cover crop will be gone unless winter wheat was used in a fall planting.

2) Grasses forming clumps 1-6 inches apart in drill rows, but still short.

3) Some flowers should be blooming (black-eyed Susans, bergamot, etc.).

4) If there is a flush of growth from foxtail etc., mow site.
- Year 3
- Maintenance:

1) Mow only if necessary.

2) Weed Control - Spot spray thistles, etc.

3) Sites usually do not require much maintenance the third year.
- Evaluation:

1) Planting should begin looking like a prairie - tall grasses, flowers, etc.
- Long-term
- Maintenance:

1) Weed Control - Spot spray thistles, etc.

2) Burning (3-5 year rotation) alternate spring and fall if possible.

3) Haying (3-5 year rotation) late summer or early fall. Alternate with burning (may substitute for burning).

4) Burning two years in a row will really "clean up" rough-looking sites.

NATIVE SEEDING INSTALLATION METHOD:

- Drop Seeding Onto Tilled Sites
- This is the "standard" method for seeding on prepared sites such as those on construction projects.
- a) Site Preparation: The site should be prepared by loosening topsoil to a minimum depth of 3 inches.
- b) Fertilizer: Use a fertilizer analysis based on a soil test or a general recommendation is a 10-10-10 (NPK) commercial grade analysis at 200 lbs/acre.
- c) Seed Installation: Seed should be installed with a drop seeder that will accurately meter the types of seed to be planted, keep all seeds uniformly mixed during the seeding and contain drop seed tubes for seed placement (Brillion-type). The drop seeder should be equipped with a cultipacker assembly to ensure seed-to-soil contact.
- d) Seeding Rates: Rates are specified in the mixture tabulation for the specified mix.
- e) Packing: If the drop seeder is not equipped with a cultipacker, the site should be cultipacked following the seeding to ensure seed-to-soil contact.
- f) Mulch: Cover soil with a hydromulch consisting of natural wood fiber or paper fiber, water, and M-Binder at 100 lbs per acre.

Note: Heavy equipment is not allowed in the infiltration basins to keep soils from getting compacted. If any compaction occurs due to seeding operations, the soils must be uncompacted.



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LANDSCAPE DETAILS

PROJECT:	24253
DRAWN BY:	HL
CHECKED BY:	BH
DATE:	08/27/2025
REVISIONS:	

SITE PLAN REVIEW

L202

GREY CLOUD ELEMENTARY - ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016



Tree Mitigation Calculation:

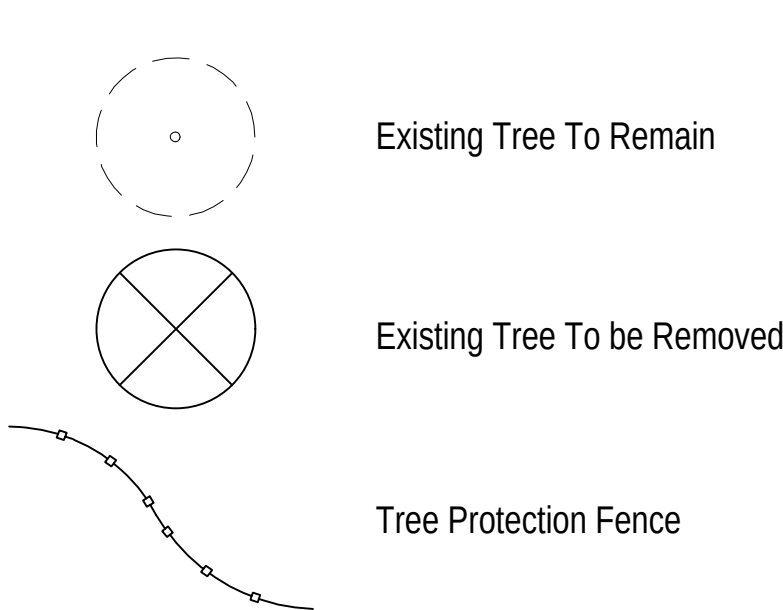
The inventory below is showing existing trees within the project work limits

Plan ID	Species/Category	Caliper (Inches)	Height (Feet)	Significant?	Remove?
101	SPRUCE		20	YES	YES
102	SPRUCE		20	YES	YES
103	SPRUCE		20	YES	YES
104	SPRUCE		20	YES	YES
105	SPRUCE		20	YES	YES
106	UNDEN	15		YES	YES
107	UNDEN	9		YES	YES
108	UNDEN	16		YES	YES
109	UNDEN	15		YES	YES
110	UNDEN	15		YES	YES
111	CRABAPPLE	3		NO	YES
112	UNDEN	15		YES	YES
113	CRABAPPLE-HEAVILY DISEASED (FUNGUS)	5		NO	YES
114	CRABAPPLE-HEAVILY DISEASED (FUNGUS)	5		NO	YES
115	CRABAPPLE-HEAVILY DISEASED (FUNGUS)	5		NO	YES
116	CRABAPPLE-HEAVILY DISEASED (FUNGUS)	5		NO	YES
117	CRABAPPLE-HEAVILY DISEASED (FUNGUS)	5		NO	YES
118	SPRUCE		20	YES	YES
119	SPRUCE		20	YES	YES
120	SPRUCE		25	YES	YES
121	SPRUCE		20	YES	YES
122	SPRUCE		20	YES	YES

Deciduous Tree Summary		Caliper Inches
Total Existing Significant Inches in the Work Limits		85
Total Significant Inches Removed		85
40% Allowed Removal		34
Net Proposed Removal (Mitigate for 60% of these Inches)		51
Mitigation Inches Required		26

Coniferous Tree Summary		Height in Feet
Total Existing Significant Evergreen Height in the Work Limits		206
Evergreen Height (Removed)		206
40% Allowed Removal		82
Net Proposed Removal (Mitigate for 60% of this Height)		123
Mitigation Height Required		62

Landscape Symbols Legend:

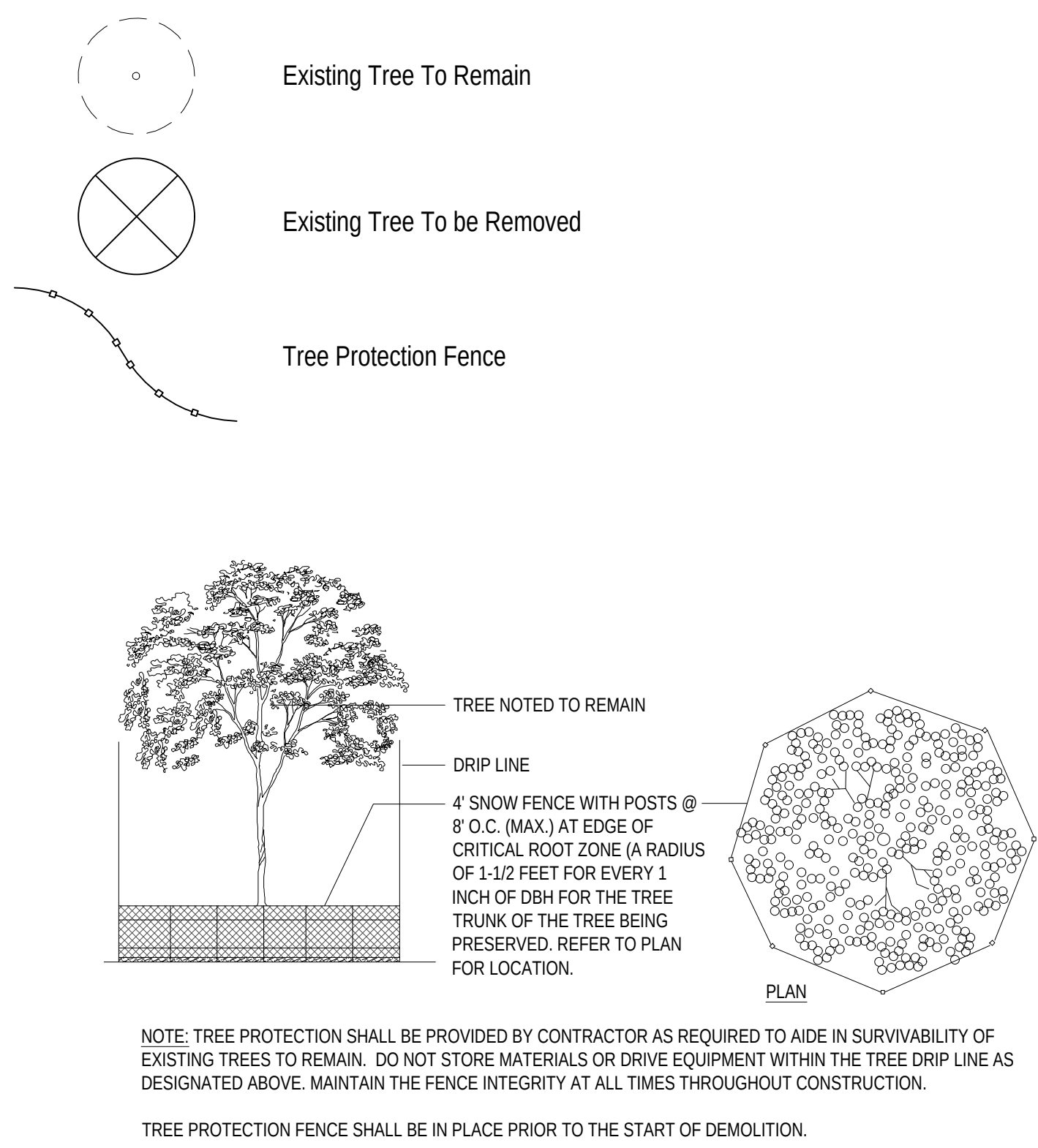


General Notes:

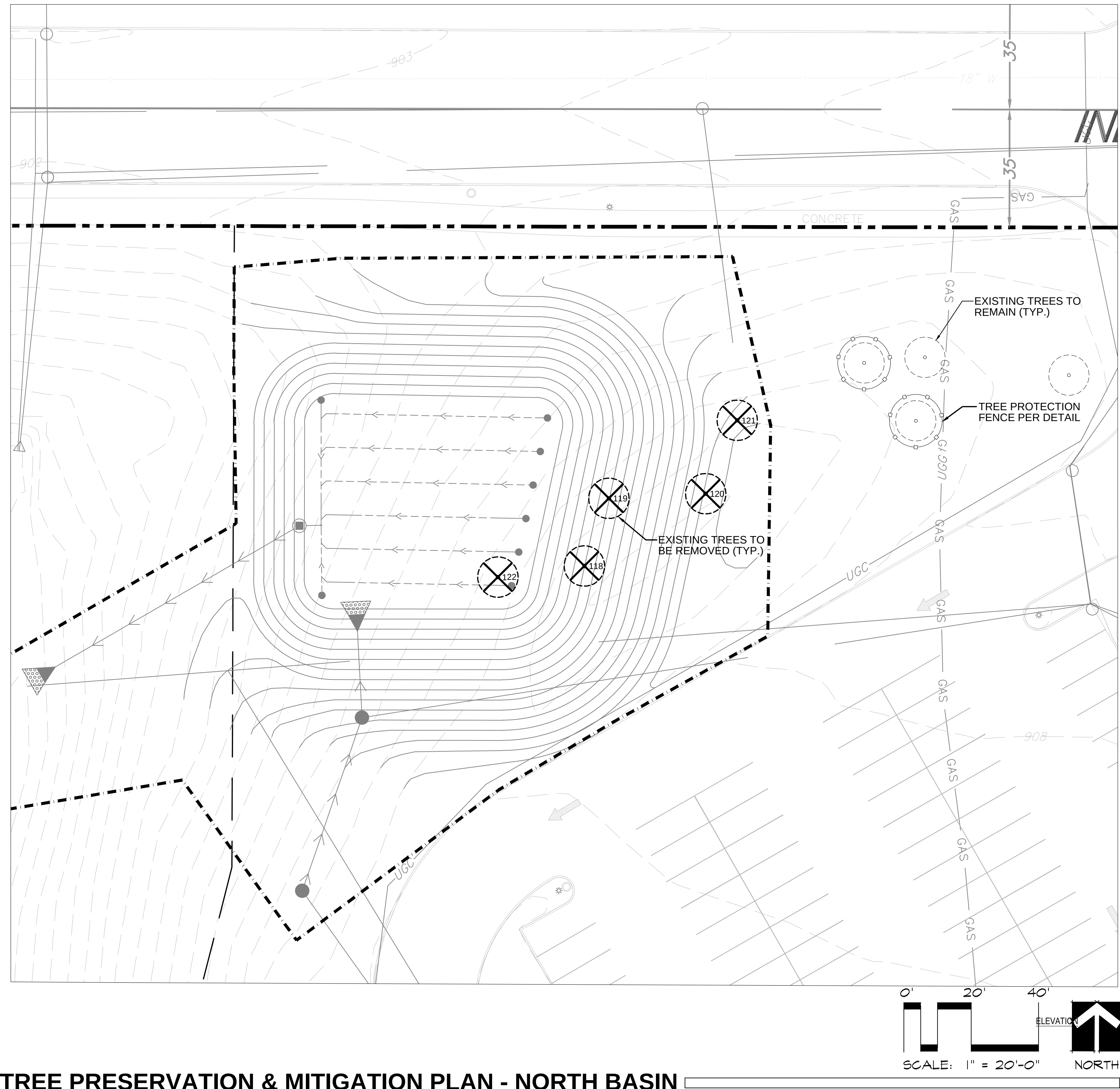
01. See Civil Engineer's plans for site plan layout and dimensions.
02. Protect adjacent areas from damage during construction.
03. See Civil Engineer's details for paving and curb information.
04. Refer to Sheets L301-L302 for Landscape Plans, L201-L202 for Landscape Details, L301-L302 for Tree Preservation



Landscape Symbols Legend:



1 TYPICAL TREE PROTECTION DETAIL



TREE PRESERVATION & MITIGATION PLAN - NORTH BASIN

General Notes:

01. See Civil Engineer's plans for site plan layout and dimensions.
02. Protect adjacent areas from damage during construction.
03. See Civil Engineer's details for paving and curb information.
04. Refer to Sheets L101-L102 for Landscape Plans, L201-L202 for Landscape Details, L301-L302 for Tree Preservation

Tree Preservation & Protection Notes:

Existing boundary, location, topographic, and utility information shown on this plan is from a field survey by others.

- Do not begin tree clearing work until tree protection measures are in place and to the permit approval of the City Forester has been granted.
- Critical Root Zone:**
Install high density polyethylene safety fence, 4 ft. high, international orange, at the Drip Line or at the Critical Root Zone whichever is greater, of trees to be preserved per detail, prior to commencement of earthwork activity. Field-staking of the fence location(s) subject to City approval.
- Where silt fence and proposed tree protection fence overlap, place the tree protection fence on the outside of the silt fence, double-staked at the break-point.
- Refer to Tree Protection Detail for fencing required around trees to remain.
- The contractor shall prune the canopy of existing trees to remain where the canopy is in jeopardy of damage due to the new improvements shown. It is recommended that the contractor hire a certified arborist to perform the pruning. Any branches broken during construction shall be immediately trimmed and wounds painted to prevent further damage.
- Perform work in accordance with the laws, ordinances, rules, regulations, and orders of public authority having jurisdiction. Secure and pay for permits, governmental fees and licenses necessary for the proper execution of the demolition work.
- Provide protective coverings and enclosures as necessary to prevent damage to existing work that is to remain. Existing work to remain may include items such as trees, shrubs, lawns, sidewalks, drives, curbs, utilities, buildings and/or other structures on or adjacent to the demolition site. Provide temporary fences and barricades as required for the safe and proper execution of the work and the protection of persons and property.
- Remove debris, waste, and rubbish promptly from the site. On-site burial of debris is not permitted. Burn no debris on the site. Salvage material not otherwise indicated to be reused shall become the Contractor's property and is to be removed promptly from the site and disposed of in strict accordance with all applicable laws, regulations, and/or statutes.
- Buildings, features, surfaces, and other descriptive references shown on this drawing are for informational purposes only. Field verify all information relevant to the project prior to proceeding with the work. Visit the site and determine all site conditions and hazards.
- This plan is a guide as to the anticipated amount of disturbance expected due to proposed improvements. The contractor is expected to take all necessary precautions to ensure trees noted to remain are not damaged during construction. Do not store material or drive within the drip line of existing trees to remain. Be aware of overhead branches for clearance of material and equipment.
- This plan is not a guarantee that existing trees will survive during/post construction, but rather a guide to help assure their protection and greatest chances of survival at the surface level. Further protection measures outside this scope could involve ecologists, foresters and arborists.
- Notify the Owner's Representative when tree protection fencing is taken down to perform work in conjunction with the new improvements noted in this plan set. The contractor is responsible for re-erecting the tree protection fence immediately after the work is complete, when ever possible
- Trees shown as existing to remain (be preserved) that are damaged / killed as a result of construction activities are subject to replacement per the City Tree Replacement penalty. Replacement trees are to be paid for at no additional expense to the Owner.



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

Benjamin D. Hartberg, P.L.A.
MN License Number: 48084 Date: XX-XX-XXXX



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TREE PRESERVATION & MITIGATION

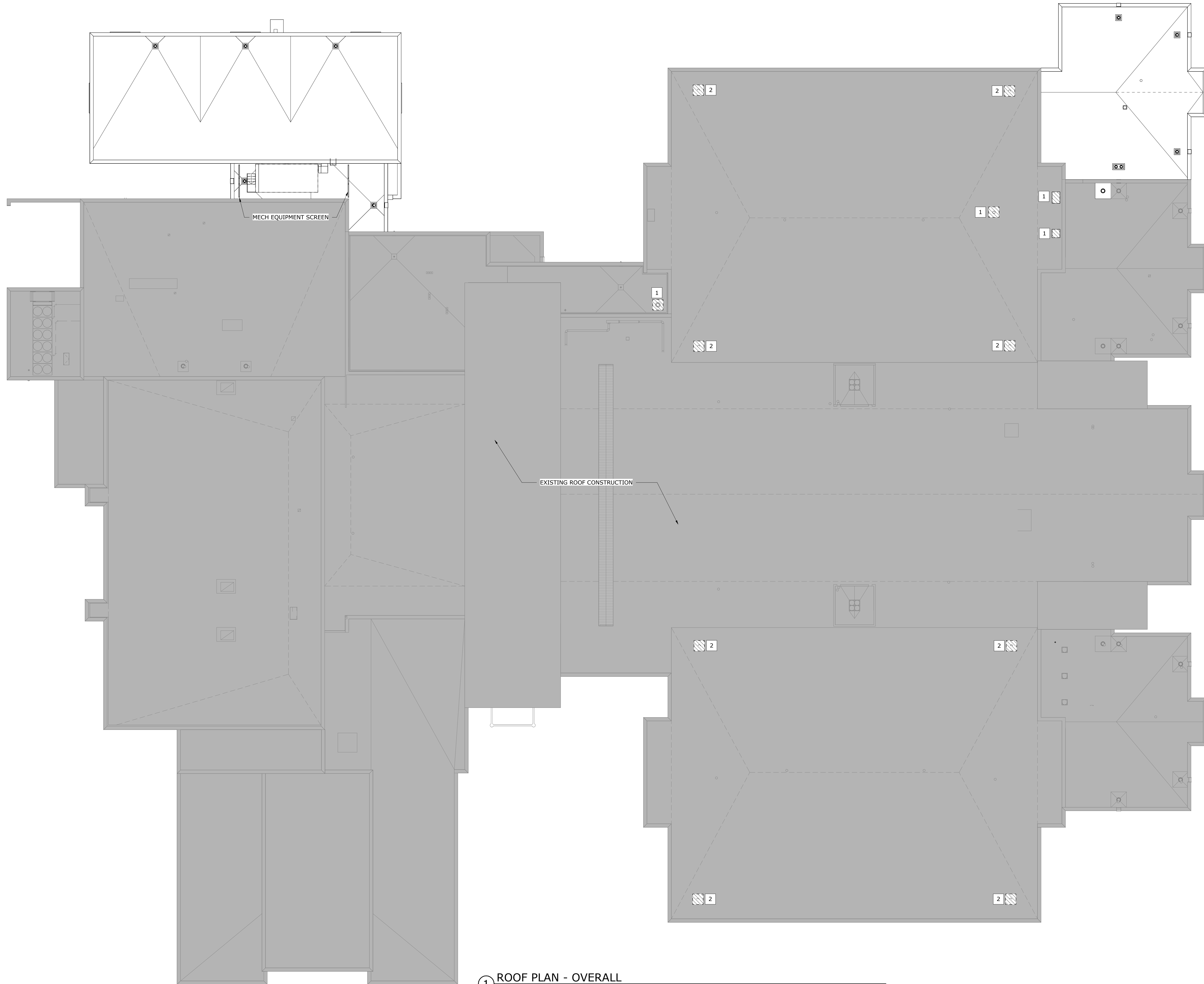
GREY CLOUD ELEMENTARY - ADDITIONS AND RENOVATIONS
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016

PROJECT:	24253
DRAWN BY:	HL
CHECKED BY:	BH
DATE:	08/27/2025
REVISIONS:	

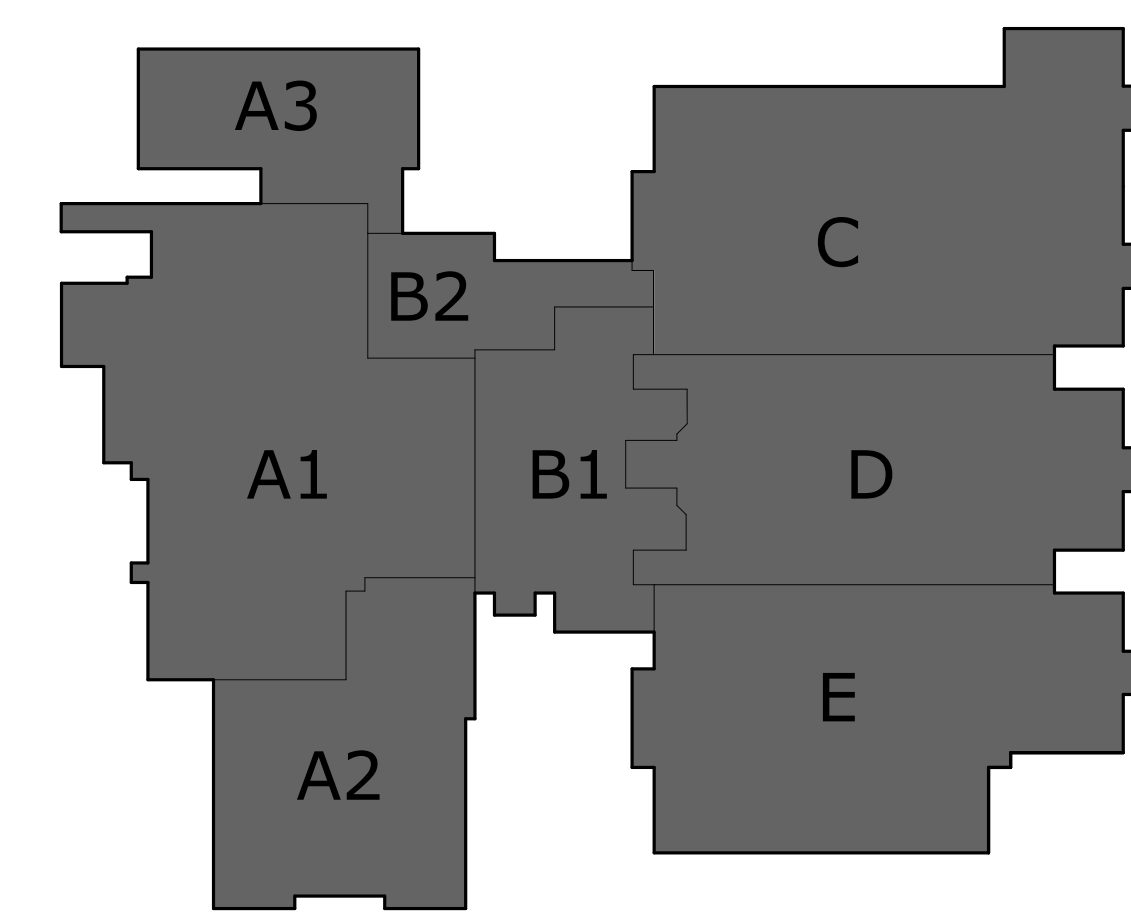
SITE PLAN REVIEW

L302

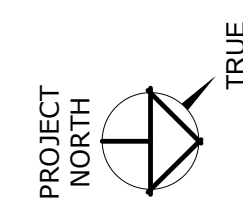




① ROOF PLAN - OVERALL
1/16" = 1'-0"



○ KEY PLAN - NEW
NOT TO SCALE



ROOF PLAN - OVERALL

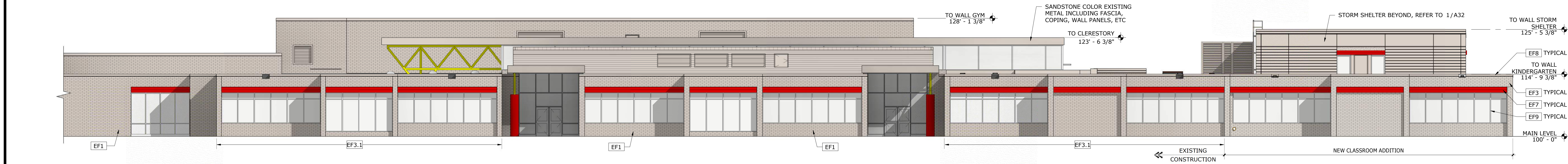
**GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS & RENOVATIONS**
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016

PROJECT: 24253
DRAWN BY: KDD/LAS
CHECKED BY: MRD
DATE: 08/27/2025
REVISIONS:

SITE PLAN
REVIEW

A19

1 BUILDING ELEVATION NORTH (NORTH 1)
1" = 10'-0"



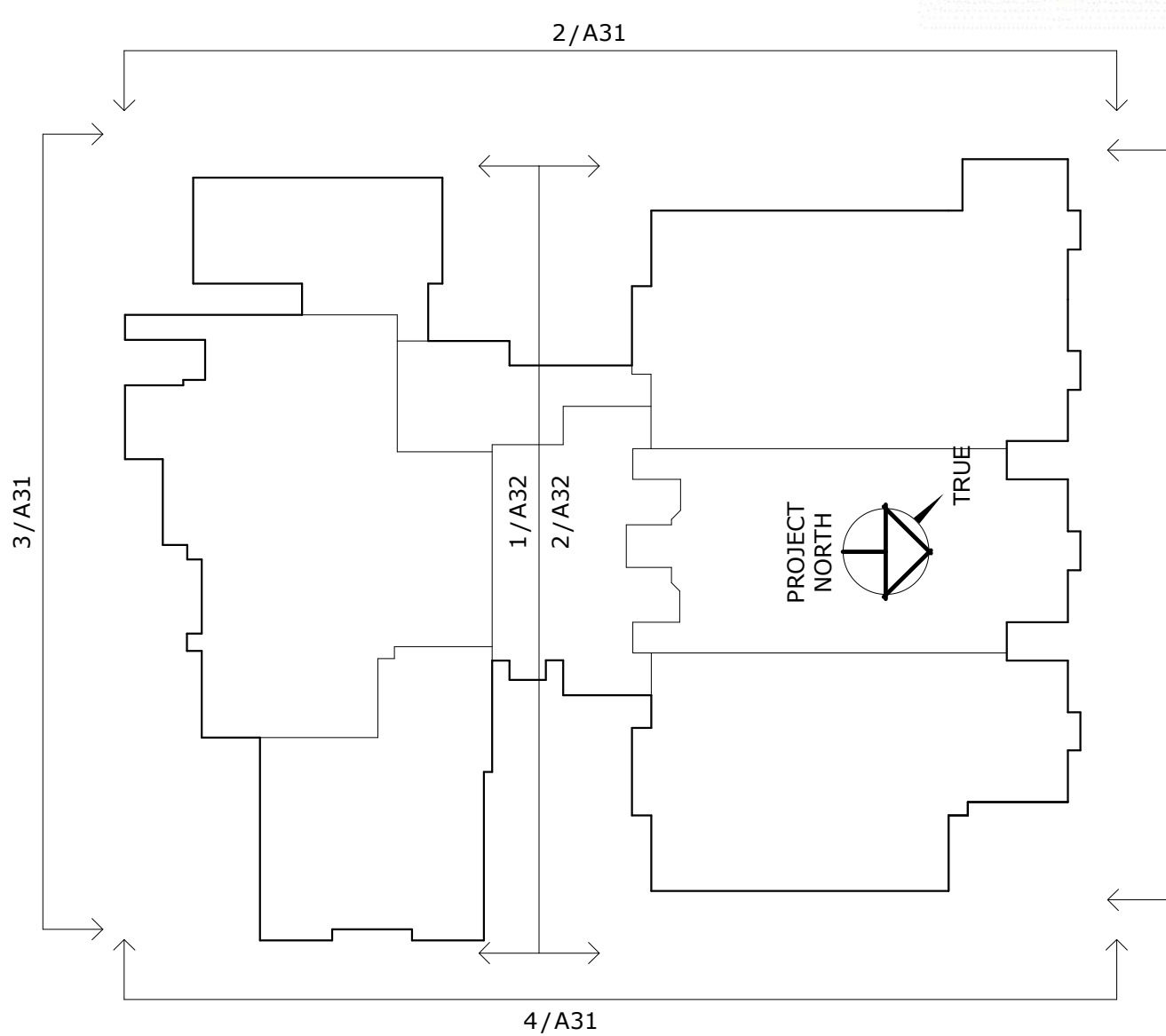
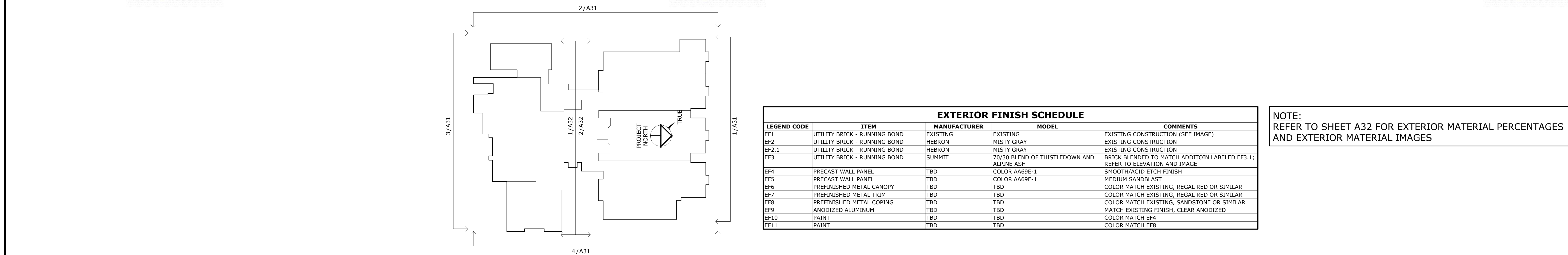
2 BUILDING ELEVATION WEST
1" = 10'-0"



3 BUILDING ELEVATION SOUTH (SOUTH 1)
1" = 10'-0"

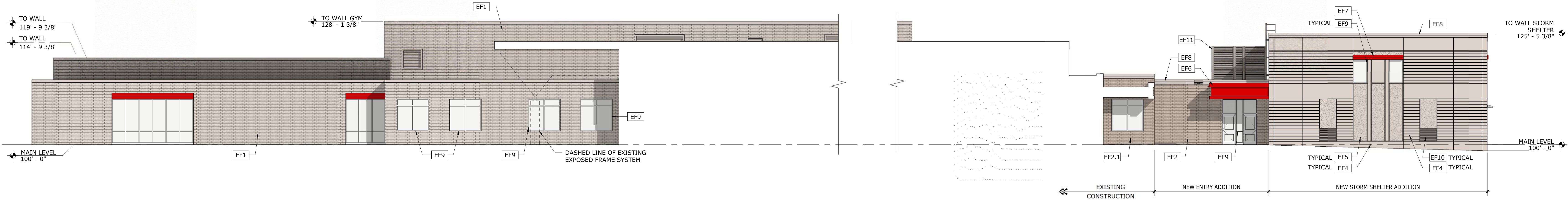


4 BUILDING ELEVATION EAST
1/8" = 1'-0"



EXTERIOR FINISH SCHEDULE				
LEGEND CODE	ITEM	MANUFACTURER	MODEL	COMMENTS
EF1	UTILITY BRICK - RUNNING BOND	EXISTING	EXISTING	EXISTING CONSTRUCTION (SEE IMAGE)
EF2	UTILITY BRICK - RUNNING BOND	HEBRON	MISTY GRAY	EXISTING CONSTRUCTION
EF2.1	UTILITY BRICK - RUNNING BOND	HEBRON	MISTY GRAY	EXISTING CONSTRUCTION
EF3	UTILITY BRICK - RUNNING BOND	SUMMIT	70/30 BLEND OF THISTLEDOWN AND ALPINE ASH	BRICK BLENDED TO MATCH ADDITIOIN LABELED EF3.1; REFER TO ELEVATION AND IMAGE
EF4	PRECAST WALL PANEL	TBD	COLOR AA69E-1	SMOOTH/ACID ETCH FINISH
EF5	PRECAST WALL PANEL	TBD	COLOR AA69E-1	MEDIUM SANDBLAST
EF6	PREFINISHED METAL CANOPY	TBD	TBD	COLOR MATCH EXISTING, REGAL RED OR SIMILAR
EF7	PREFINISHED METAL TRIM	TBD	TBD	COLOR MATCH EXISTING, REGAL RED OR SIMILAR
EF8	PREFINISHED METAL COPING	TBD	TBD	COLOR MATCH EXISTING, SANDSTONE OR SIMILAR
EF9	ANODIZED ALUMINUM	TBD	TBD	MATCH EXISTING FINISH, CLEAR ANODIZED
EF10	PAINT	TBD	TBD	COLOR MATCH EF4
EF11	PAINT	TBD	TBD	COLOR MATCH EF8

NOTE:
REFER TO SHEET A32 FOR EXTERIOR MATERIAL PERCENTAGES
AND EXTERIOR MATERIAL IMAGES



① BUILDING ELEVATION NORTH (NORTH 2)
1" = 10'-0"



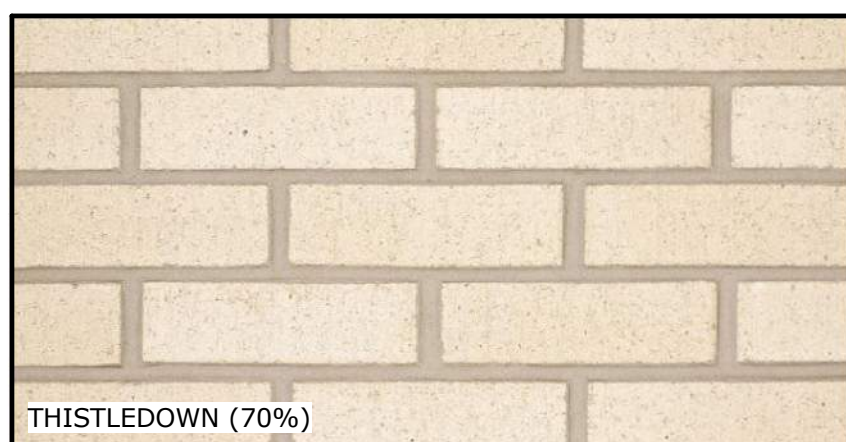
② BUILDING ELEVATION SOUTH (SOUTH 2)
1" = 10'-0"



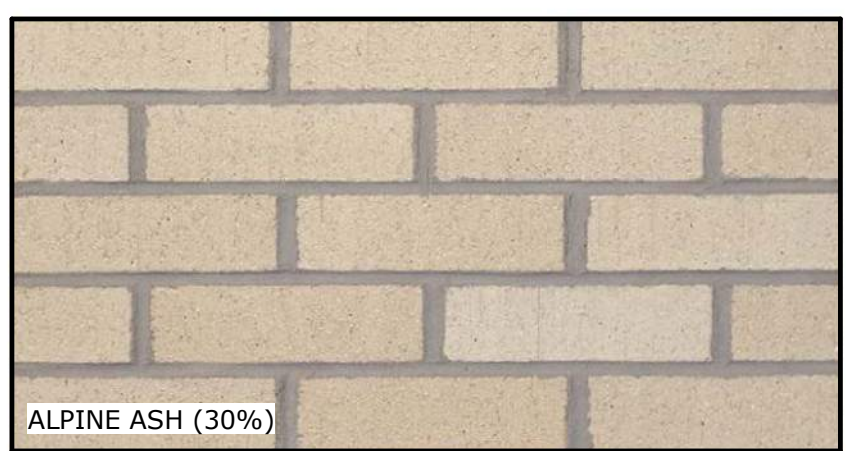
EF1



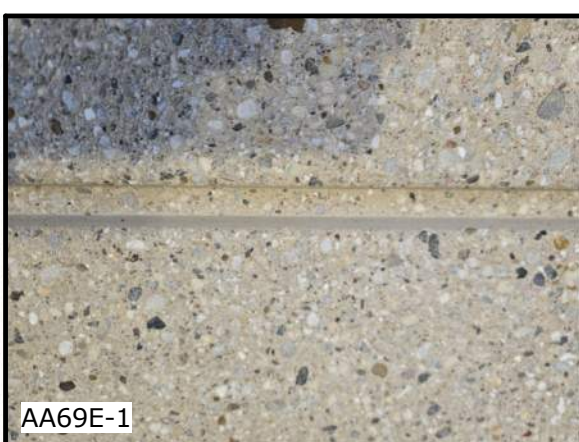
EF2 & EF2.1



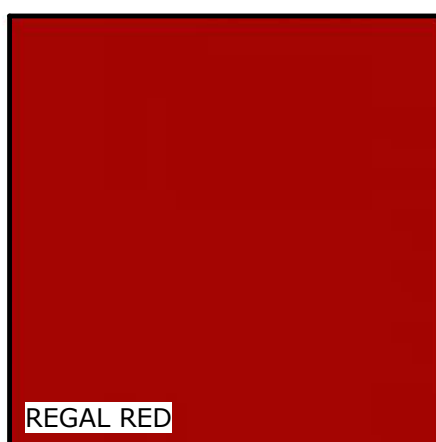
EF3



EF3.1



EF4 & EF5
NOTE: COLOR SAMPLE SHOWS
MEDIUM SANDBLAST FINISH



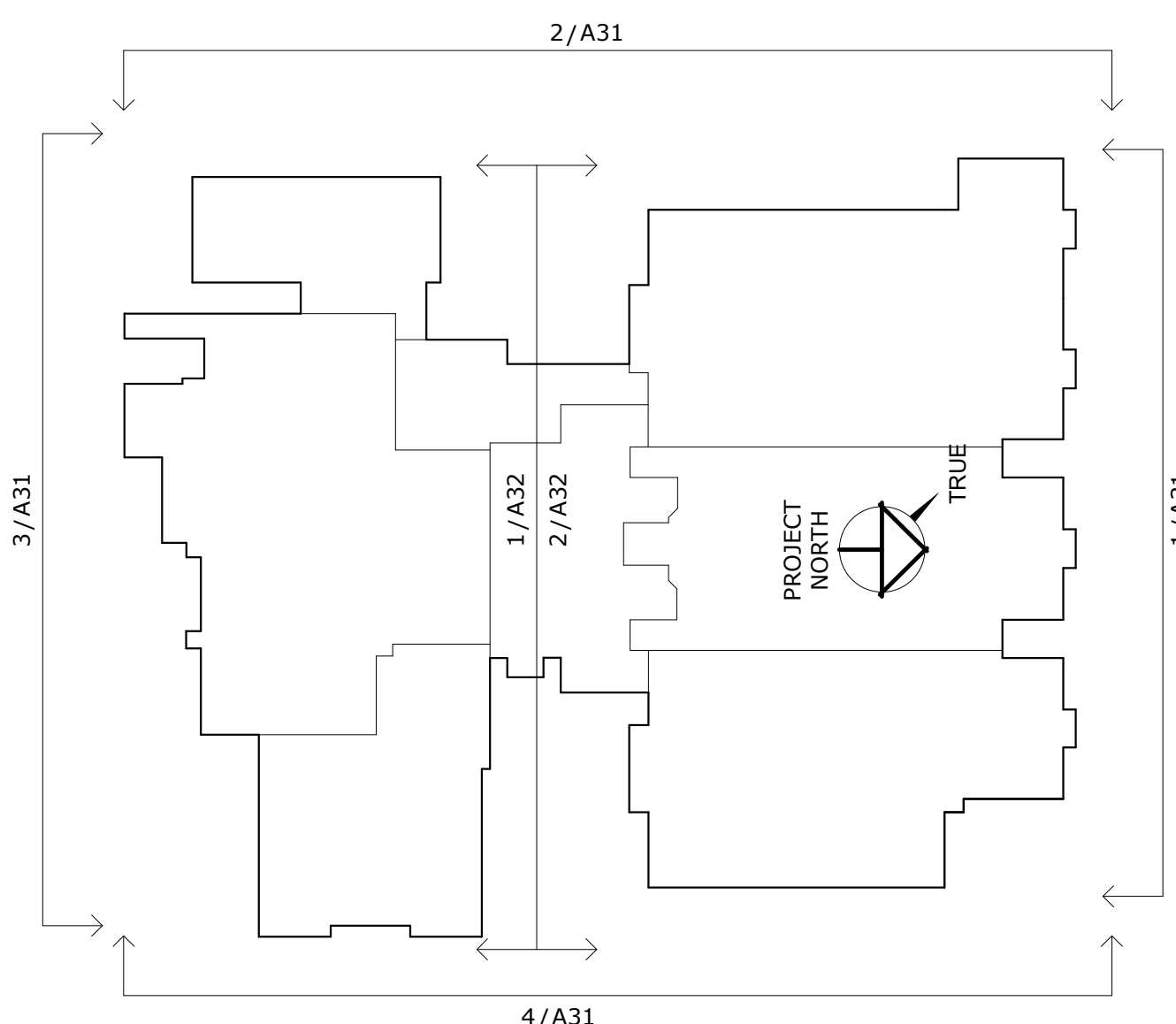
EF6 & EF7



EF8



EF9



EXTERIOR FINISH SCHEDULE				
LEGEND CODE	ITEM	MANUFACTURER	MODEL	COMMENTS
EF1	UTILITY BRICK - RUNNING BOND	EXISTING	EXISTING	EXISTING CONSTRUCTION (SEE IMAGE)
EF2	UTILITY BRICK - RUNNING BOND	HEBRON	MISTY GRAY	EXISTING CONSTRUCTION
EF2.1	UTILITY BRICK - RUNNING BOND	HEBRON	MISTY GRAY	EXISTING CONSTRUCTION
EF3	UTILITY BRICK - RUNNING BOND	SUMMIT	70/30 BLEND OF THISTLEDOWN AND ALPINE ASH	BRICK BLENDED TO MATCH ADDITIOIN LABELED EF3.1; REFER TO ELEVATION AND IMAGE
EF4	PRECAST WALL PANEL	TBD	COLOR AA69E-1	SMOOTH/ACID ETCH FINISH
EF5	PRECAST WALL PANEL	TBD	COLOR AA69E-1	MEDIUM SANDBLAST
EF6	PREFINISHED METAL CANOPY	TBD	TBD	COLOR MATCH EXISTING, REGAL RED OR SIMILAR
EF7	PREFINISHED METAL TRIM	TBD	TBD	COLOR MATCH EXISTING, REGAL RED OR SIMILAR
EF8	PREFINISHED METAL COPING	TBD	TBD	COLOR MATCH EXISTING, SANDSTONE OR SIMILAR
EF9	ANODIZED ALUMINUM	TBD	TBD	MATCH EXISTING FINISH, CLEAR ANODIZED
EF10	PAINT	TBD	TBD	COLOR MATCH EF4
EF11	PAINT	TBD	TBD	COLOR MATCH EF8

EXTERIOR MATERIAL PERCENTAGES:

EXTERIOR MATERIALS PER ELEVATION		
• EAST:		
1. OVERALL AREA	= 8,957.55 SF	= 100.0%
2. CLASS I	= 8,016.64 SF	= 89.5%
3. CLASS III	= 919.92 SF	= 10.3%
4. CLASS IV	= 20.99 SF	= 0.2%
• NORTH 1:		
1. OVERALL AREA	= 6,421.28 SF	= 100.0%
2. CLASS I	= 4,940.87 SF	= 76.9%
3. CLASS III	= 953.64 SF	= 14.9%
4. CLASS IV	= 526.77 SF	= 8.2%
• NORTH 2:		
1. OVERALL AREA	= 5,319.10 SF	= 100.0%
2. CLASS I	= 3,525.24 SF	= 66.3%
3. CLASS III	= 1,793.86 SF	= 33.7%
• SOUTH 1:		
1. OVERALL AREA	= 8,744.37 SF	= 100.0%
2. CLASS I	= 2,893.22 SF	= 94.5%
3. CLASS III	= 2,213.39 SF	= 25.3%
4. CLASS IV	= 71.04 SF	= 0.8%
• SOUTH 2:		
1. OVERALL AREA	= 3,062.68 SF	= 100.0%
2. CLASS I	= 169.46 SF	= 5.5%
3. CLASS III	= 169.46 SF	= 5.5%
• WEST:		
1. OVERALL AREA	= 9,150.39 SF	= 100.0%
2. CLASS I	= 5,424.66 SF	= 59.3%
3. CLASS III	= 3,712.10 SF	= 40.6%
4. CLASS IV	= 13.63 SF	= 0.1%
TOTALS		
• OVERALL AREA	= 41,655.37 SF	= 100.0%
• CLASS I	= 31,260.57 SF	= 75.0%
• CLASS III	= 9,762.37 SF	= 23.4%
• CLASS IV	= 632.43 SF	= 1.6%

WDGE LED Family Overview

Ordering Information

EXAMPLE: WDGE3 LED P3 40K 70CRI R3 MVOLT SRM DDBXD

Accessories

COMMERCIAL OUTDOOR One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
© 2019-2025 Acuity Brands Lighting, Inc. All rights reserved.

Lumen Output

Lumen Output
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Lumen Output in Emergency Mode (4000K, 70 CRI)

Lumen Ambient Temperature (LAT) Multipliers

LITHONIA

COMMERCIAL OUTDOOR One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
© 2000, 2006 American Radiant Lighting, Inc. All rights reserved.

Electrical Load

Lumen Multiplier for 80CRI

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-14).

SCALE: 1" = 50'-0"

KEY NOTES:

1. TYPE P1 POLE LIGHTS ARE EXISTING TO BE RELOCATED APPROXIMATELY 14'-0" PLAN NORTH TO NEW LOCATION SHOWN.

KRAUS-ANDERSON CONSTRUCTION COMPANY
501 SOUTH EIGHTH STREET, MINNEAPOLIS, MN 55404
P. 612.332.7281

KOMA
ARCHITECTS | DESIGNERS | ENGINEERS

2051 KILLEBREW DRIVE, SUITE 680, BLOOMINGTON, MN 55425
P. 651.451.4605 KOMAINC.COM

THE DESIGNS AND PLANS INDICATED ON THIS DRAWING ARE THE PROPERTY OF KRECH, O'BRIEN, MUELLER & ASSOCIATES, INC. ALL RIGHTS ARE RESERVED. NO DESIGNS OR PLANS ARE TO BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF KRECH, O'BRIEN, MUELLER & ASSOCIATES, INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: _____ REG. NO.: _____



emanuelson-podas
consulting engineers

Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439
952.930.0050 | www.epinc.com

952.930.0060 | www.epinc.com

SITE PHOTOMETRICS

**GREY CLOUD ELEMENTARY SCHOOL
ADDITIONS & RENOVATIONS**
9525 INDIAN BLVD S
COTTAGE GROVE, MN 55016

PROJECT: 5184 0001

DRAWN BY: DBR

CHECKED BY: JDG

DATE: 08/11/2025

REVISIONS:

SITE PLAN REVIEW

E03



Real People. Real Solutions.

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

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

MEMORANDUM

Date: 09/11/2025
To: Paul Sponholz, PE
From: Mike Boex, PE
Subject: Grey Cloud Elementary Additions
City of Cottage Grove, MN
Project No.: 25X140541000

This memo summarizes the review of site plan documents submitted by KOMA, INC. dated 8/27/25 (received 8/29/25).

Civil Plans:

Sheet C2.1:

1. The existing city stormwater basin in the northwest corner of the site is partially covered by drainage and utility easement. Please provide additional drainage and utility easement to the south of the existing easement to approximately encompass the 903.5 elevation, as roughly shown at the end of this memo, to ensure the city can maintain the existing basin.
2. Consider repositioning STRM-2 or STRM-4 to reduce the possibility of short-circuiting treatment.

Sheet C3.1:

3. It appears that structure STRM-7 is touching or immediately over a watermain pipe; please clarify. Perhaps additional watermain removals are required.
4. Clarify the use of Keynote #13 near STRM-18; it appears the symbol may represent a fire department connection location but keynote 13 doesn't seem to correspond.

Sheet C3.2:

5. Keynote 8: Add a statement that the contractor shall reconstruct the existing invert within the manhole.
6. Direct-bury (no conduit) streetlight wire is anticipated approximately 24-inches below grade behind the curb along Indian Boulevard. Exercise care when removing the existing curb as to not damage the wire. If damaged, coordinate with Public Works regarding an appropriate repair.

Sheet C4.2:

7. Proposed full-depth pavement removal limits within Indian Boulevard:
 - a. Please depict the existing shoulder striping on Indian Boulevard and add a note that the removal limits should extend to or go just beyond where the shoulder would be in the intersection. The intent is to avoid having a joint in the wheel path of traffic utilizing Indian Boulevard.

8. Indian Boulevard Pavement was designed to be 3.5" bituminous, 8" class 5 aggregate base, and 4" class 4 subbase. The proposed plans depict 4" bit and 8" class 5 for most paved areas. Please add a note to include 4" of class 4 subbase, or, for ease of construction it would be acceptable to add another 4" of class 5 (12" total).

Stormwater Comments:

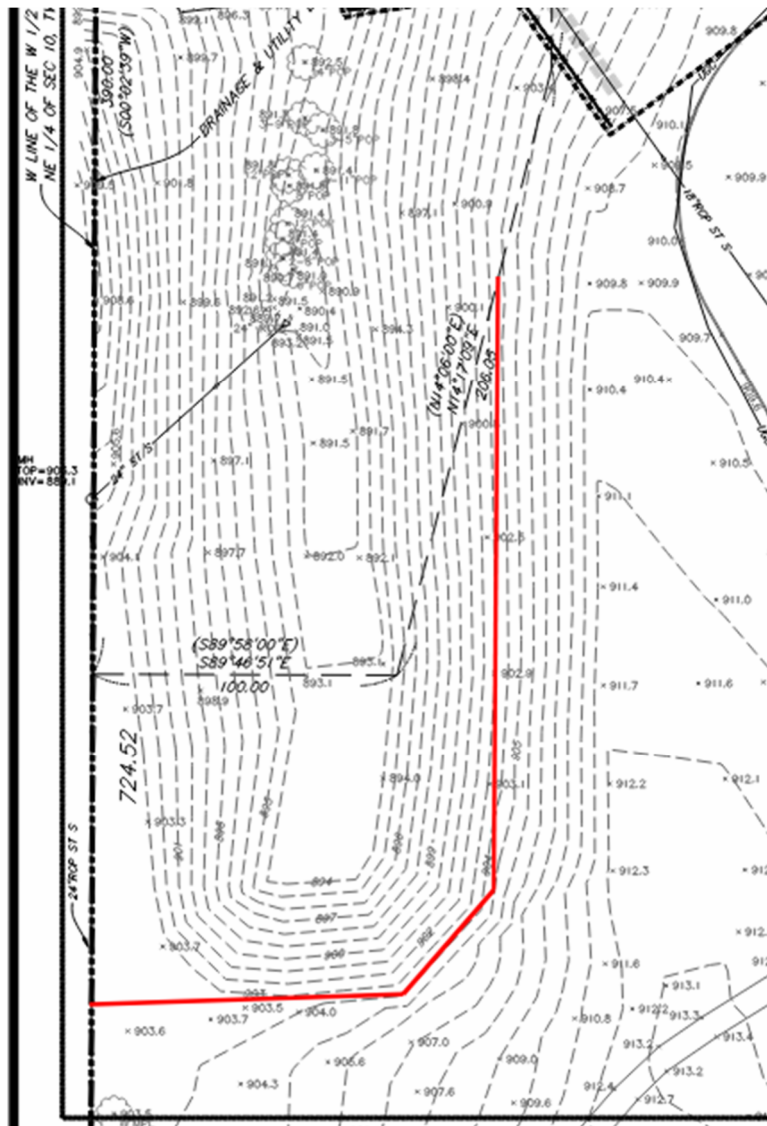
9. P8 water quality model summaries for the proposed conditions were submitted.
 - a. Please also include additional data in the summary including the Total Inflow, Surface Outflow, Groundwater Outflow, and Total Outflow for TP and TSS.
 - b. The Stormwater narrative report explains that work is anticipated to increase the site impervious by 0.25 acres. The existing and proposed P8 models simulate 7.62 acres and 8.02 acres of impervious surfaces—a difference of 0.4 acres. The existing and proposed HydroCAD model simulate 7.85 and 8.02 acres of impervious—a difference of 0.17 acres. The existing and proposed regional HydroCAD models both simulate 102.25 acres of impervious. Please be consistent with the impervious acreage increases in the report, and the P8 and HydroCAD models or explain why differing amounts are used.
 - c. The submitted P8 input data includes filtration efficiencies set to the default infiltration basin values including 90% and 100% for the dissolved and P10% particles. The MPCA lists filtration efficiency removals for sand and iron-enhanced sand filters in their on-line document Recommendations and Guidance for Utilizing P8 to Meet TMDL Permit Requirements. Please use the MPCA recommended filtration efficiencies in your P8 analyses or explain your use of the other values.

[Recommendations and guidance for utilizing P8 to meet TMDL permit requirements - Minnesota Stormwater Manual](#)

Recommend filtration efficiency for P8			
Link to this table			
Filtration type	Filtration efficiency (% removal)		
	Dissolved (P0%)	Particulate (P10%)	Particulate (P30% through P80%)
Sand filters and biofiltration [1]	0%	25%	100%

10. HydroCAD:
 - a. Pond 3P has some instability and errors such as a higher peak outflow than peak inflow (i.e. 93.6 cfs inflow and 138.9 cfs outflow). Please work to improve the model stability and verify the results.
 - b. Sheet C6.0 includes tables of existing and proposed drainage areas totaling 17.62 acres. The rate control summary included in the same tables includes peak flows from other HydroCAD regional models. Why have you listed drainage areas from one set of models and peak flows from another set? Please explain.
11. Sheet C2.1 Please label the EOF location(s) and elevation. It appears the 899.50 berm is the EOF; for clarity label it as such.
12. Models and CAD Files: Please note that digital copies of the final version stormwater models (HydroCAD, P8) and shapefiles or CAD drawings of existing and proposed drainage areas are to be submitted to the city once the review and revision process is complete.

Additional easement area to encompass south end of existing basin:



August 27, 2025

Emily Schmitz, Community Development Director
City of Cottage Grove, MN

RE: Grey Cloud Elementary Additions & Renovations – Site Plan Review Application – Narrative

Dear Ms. Schmitz:

In November 2023, the South Washington County School District, Independent 833 (SWCS), successfully passed a Bond Referendum which included funding for renovations and additions to the Grey Cloud Elementary School site at 9525 Indian Blvd S.

There are to be two additions to the school: a two-classroom addition serving Special Education, and a Gymnasium addition which will also act as a storm shelter. I have reviewed the design and materials with Max Erickson and Kelly Becker from your offices, and they found our approach acceptable and ready for final review with the rest of the application. Our proposal includes a brick blend for the classroom addition which is a close match to the adjacent brick and for the gymnasium, architectural precast panels with surface texture and reveals to provide articulation in reference to the existing building.

The design team and the school district have appreciated the City's pro-active approach to the design process. Any further questions related to the enclosed submittal can be directed to me – as the applicant on behalf of SWCS.

Thank you.

Sincerely,



Marc DuBois, Managing Principal Architect, KOMA

Kevin Bohl, Civil Engineer, BKBM

Cc: Kevin Bohl, Civil Engineer, BKBM
Kyle Uecker, Director of Facilities, SWCS

(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 (“Landowner”).

WHEREAS, Landowner is the fee owner of certain real property situated in the City of Cottage Grove, County of Washington, State of Minnesota legally described on Exhibit A (“Landowner’s Property”); and

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

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

WHEREAS, the City has required that the Landowner make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Landowner’s Property in accordance with Construction Plans approved by the City Engineer and on file with the City (“Plans”); and

WHEREAS, the City and Landowner 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 Landowner agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities per generally accepted maintenance procedures for the pond and sump structures 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 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 Landowner agrees to restore the Stormwater Maintenance Facilities so that it functions as it was designed and intended.

Subject to Section 5 below, Landowner 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 Landowner shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Landowner's Default. In the event of default by the Landowner as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Landowner'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 Landowner 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 Landowner's 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. License, Easement, and Assessment. 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 Landowner's 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. The Landowner has conveyed to the City and the public a permanent drainage and utility easement, described and depicted in more detail on the easement document, which is dedicated to the public for the purpose of providing perpetual access to the City, or its successors responsible hereunder, for purposes of inspecting and performing any necessary maintenance to the Stormwater Maintenance Facilities.

4. 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 Landowner's Property shall be entitled to petition the City for the inclusion of the Stormwater Management Facilities under such repair and maintenance program.

The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

5. 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.

6. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Landowner's successors and assigns with respect to the Landowner's 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.

7. Landowner Warranty. Landowner 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 Landowner enforceable in accordance with its terms. The party signing on behalf of the Landowner has been duly authorized by the entity to sign the Agreement and bind the entity. Landowner has been duly formed under the laws of the State of Delaware and is in good standing under the laws of the jurisdiction in which the Landowner's Property is located, is duly qualified to transact business in the jurisdiction in which the Landowner's 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 Landowner pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Landowner pursuant hereto have each been duly authorized by all necessary action on the part of Landowner and such execution, delivery and performance does and will not conflict with or result in a violation of Landowner's organizational agreement or any judgment or order. The execution, delivery and performance by Landowner 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 Landowner, 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 Landowner is a party or by which it or any of its properties may be bound.

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

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

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

11. Consent. Landowner consents to the recording of this Agreement.

12. 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.

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

If to City:

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

If to Landowner:

Independent School District 833
Attention: Superintendent
7362 East 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)
) ss.
COUNTY OF WASHINGTON)

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

Notary Public

**LANDOWNER:
INDEPENDENT SCHOOL DISTRICT 833**

By: Kathleen Schwartz
Kathleen Schwartz
Its School Board Chair

By: Melinda Dols
Melinda Dols
Its School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this 23 day of October, 2025, by Kathleen Schwartz as School Board Chair and by Melinda Dols as School Board Clerk of Independent School District 833, a Minnesota public corporation, on behalf of the 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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property in Washington County, Minnesota, described as follows:

The East Half of the Southwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota; and

The Northeast Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, except the east 467.00 feet of the South 467.00 feet of said Northeast Quarter of the Southeast Quarter of Section 10; and

The Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota; and

That part of the West Half of the Northeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, described as commencing at the northwest corner of said Northeast Quarter of Section 10; thence on an assumed bearing of South 0 degrees 35 minutes 14 seconds East along the west line of said Northeast Quarter of Section 10 a distance of 1912.12 feet to the south line of Indian Boulevard South as dedicated in EAST PARKVIEW FIRST ADDITION, according to the recorded plat thereof, Washington County, Minnesota, being the point of beginning of the land to be described; thence North 89 degrees 17 minutes 02 seconds East along the south line of said Indian Boulevard South a distance of 633.91 feet to its intersection with the southerly extension of the east line of Lot 17, Block 4, said EAST PARKVIEW FIRST ADDITION; thence North 0 degrees 42 minutes 58 seconds West along said southerly extension of Lot 17 a distance of 35.00 feet; thence easterly and southeasterly a distance of 482.57 feet along a nontangential curve concave to the southwest, having a radius of 460.82 feet, a central angle of 60 degrees 00 minutes 00 seconds, and a chord that bears South 60 degrees 42 minutes 58 seconds East; thence South 30 degrees 42 minutes 58 seconds East, tangent to said curve, a distance of 357.98 feet to the point of curve of a curve having a radius of 460.82 feet and which is tangent to the last described line and to the south line of the East Half of said Northeast Quarter of Section 10; thence southeasterly a distance of 153.01 feet along said last described curve concave to the northeast having a radius of 460.82 feet and a central angle of 19 degrees 01 minutes 29 seconds to the east line of said West Half of the Northeast Quarter of Section 10; thence South 0 degrees 42 minutes 58 seconds East along said east line of the West Half of the Northeast Quarter of Section 10 a distance of 110.79 feet to the southeast corner of said West Half of the Northeast Quarter of Section 10; thence South 89 degrees 41 minutes 13 seconds West along the south line of said West Half of the Northeast Quarter of Section 10 a distance of 1310.55 feet to the southwest corner of said West Half of the Northeast Quarter of Section 10; thence North 0 degrees 35 minutes 14 seconds West along said west line of the West Half of the Northeast Quarter of Section 10 a distance of 724.51 feet to the point of beginning.

Abstract Property

PID: 10.027.21.42.0057

PERMANENT HYDRANT ACCESS EASEMENT

THIS PERMANENT HYDRANT ACCESS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this ____ day of _____, 2025, by and between Independent School District 833, a Minnesota public corporation ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the "Landowner's Property").

PERMANENT EASEMENT DESCRIPTION

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns the following:

A permanent non-exclusive easement for the purpose of providing access to the hydrant which will be installed upon the Landowner's Property (the "Hydrant"), and all such purposes ancillary, incident or related thereto ("Permanent Easement"), under, over, across, through and upon those portions of the Landowner's Property used from time to time by Landowner as common areas, depicted on the attached Exhibit B ("Permanent Easement Area"), as necessary to allow the City to access the Hydrant.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for Hydrant flushing and Hydrant valve operating, as necessary, and to remove obstructions interfering with the location use and maintenance of the Permanent Easement. Landowner has the right to use the Permanent Easement Area for other purposes, subject to the terms

and conditions contained herein. The use of the Permanent Easement Area by the City and its agents shall not unreasonably interfere with the use of the Permanent Easement Area as a common area, and the City and its agent shall access the Hydrant in a manner that does not unreasonably interfere with the use of the Landowner's Property by the Landowner or its tenants.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above and the Permanent Easement Area described above and depicted on Exhibit A and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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

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

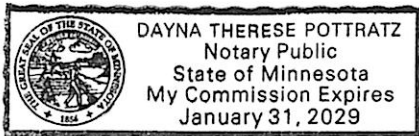
**LANDOWNER:
INDEPENDENT SCHOOL DISTRICT 833**

By: Katie Schwartz
Katie Schwartz
Its: School Board Chair

By: Melinda Dols
Melinda Dols
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this 23 day of October, 2025, by Katie Schwartz as School Board Chair and by Melinda Dols as School Board Clerk of Independent School District 833, a Minnesota public corporation, on behalf of the corporation.



O. Pottratz
Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

The East Half of the Southwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota; and

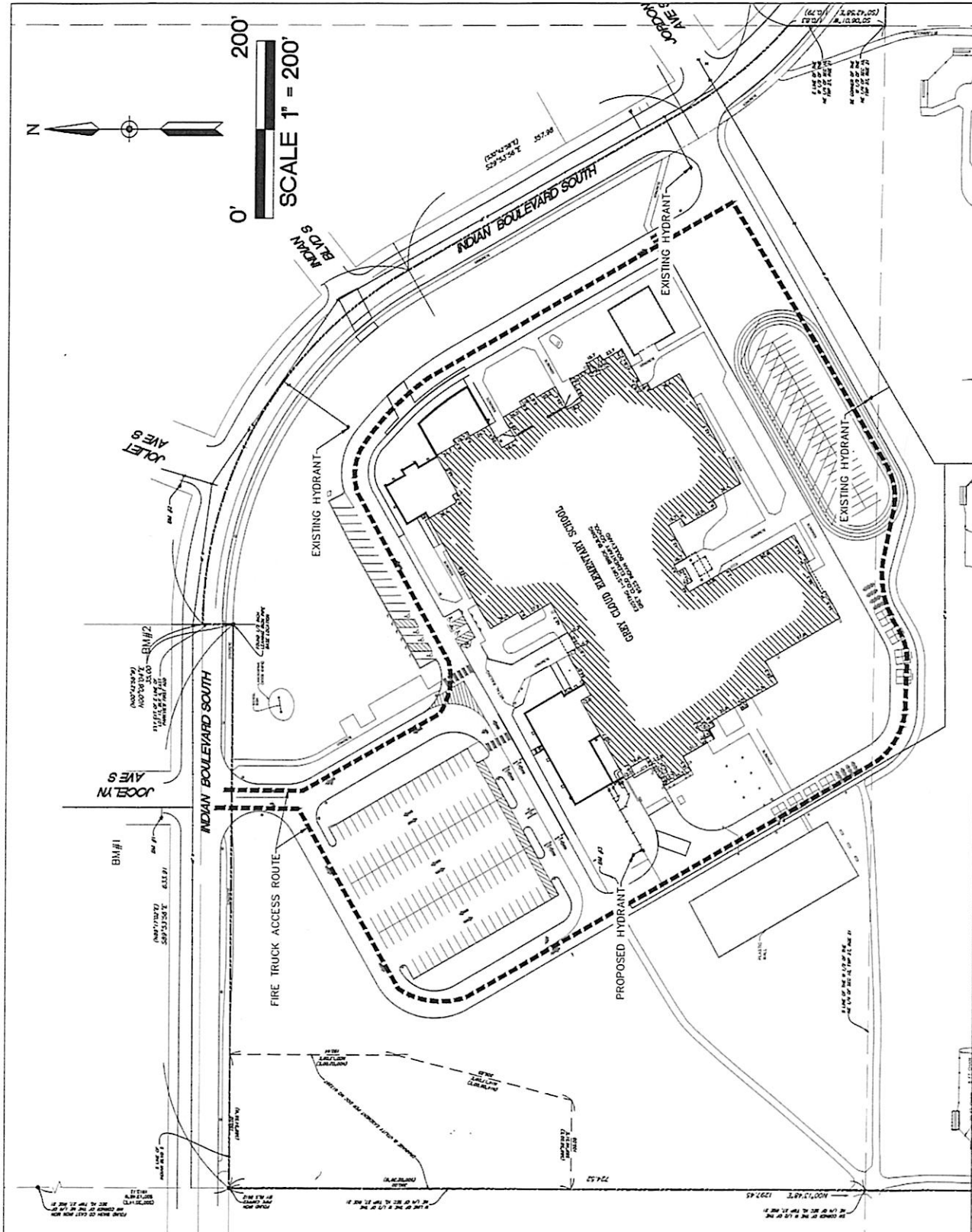
The Northeast Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, except the east 467.00 feet of the South 467.00 feet of said Northeast Quarter of the Southeast Quarter of Section 10; and

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Abstract Property
PID: 10.027.21.42.0057

EXHIBIT B **DEPICTION OF PERMANENT EASEMENT AREA**



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2025, by and between Independent School District 833, a Minnesota public corporation ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A ("Landowner's Property"), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described and depicted on Exhibit B, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area described and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

[Remainder of this page has been 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: _____
Tammy Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tammy 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:

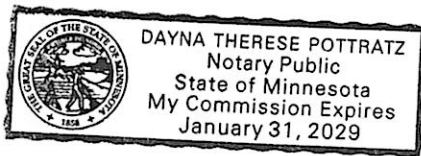
INDEPENDENT SCHOOL DISTRICT 833

By: Kathleen Schwartz
Kathleen Schwartz
Its School Board Chair

By: Melinda Dols
Melinda Dols
Its School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this 23 day of October, 2025, by Kathleen Schwartz as School Board Chair and by Melinda Dols as School Board Clerk of Independent School District 833, a Minnesota public corporation, on behalf of the 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 Drive Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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PID: 10.027.21.42.0057

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

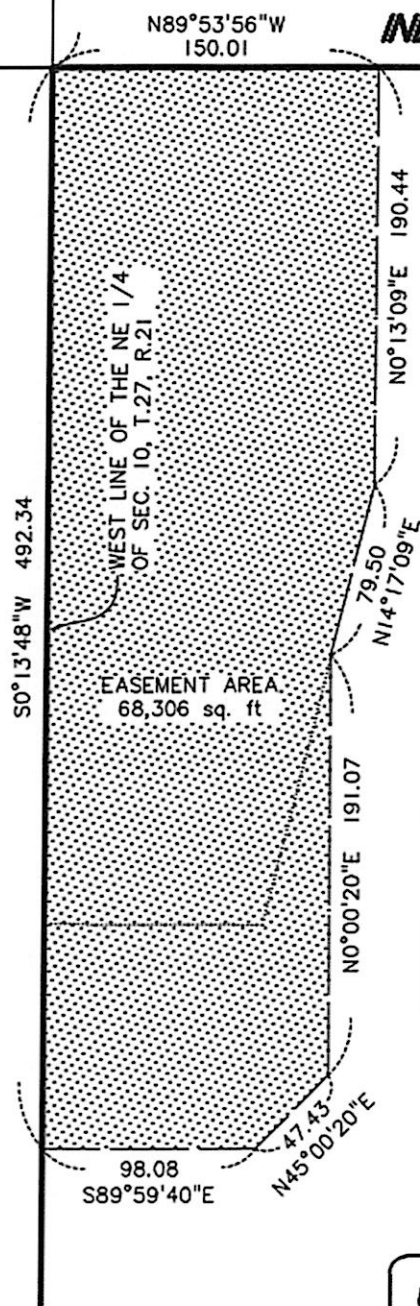
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Easement Sketch For: ISD #833 - GREY CLOUD ELEMENTARY

NW CORNER OF NE 1/4
OF SEC. 10, T.27, R.21

1912.12
S0°13'48"W



DRAINAGE & UTILITY EASEMENT DESCRIPTION

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

Dated this 2nd day of October, 2025

SUNDE LAND SURVEYING, LLC.

By:

Leonard F. Carlson

Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890



9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com



City Council Action Request

13.A.

Meeting Date	11/5/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Mobile Food Licensing and Fee Structure		
Staff Recommendation	Discuss the benefits of the following: 1) Retaining the current dual-fee structure (\$50 per day & \$250 annual). 2) Simplifying fees for large, multi-unit vendors who contribute significantly to our major community events. 3) Adopting an event fee structure.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Options for Mobile Food Unit Licensing</td></tr></table>	1.	Memo - Options for Mobile Food Unit Licensing
1.	Memo - Options for Mobile Food Unit Licensing		



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

From: Tamara Anderson, City Clerk

Date: 10/22/2025

Subject: Discussion and Options for Mobile Food Licensing and Fee Structure

The purpose of this workshop is to review the City's licensing of Mobile Food Units (MFUs), ordinance (1028) that has been in place since May 6, 2020.

This workshop will address a critical policy question: Should Cottage Grove maintain its existing dual fee model (per-day and annual per unit), or should the City introduce a new event-based fee structure that covers all mobile units operating under a single business for a specific event?

Mobile Food Unit Licensing Requirements

Each Mobile Food Unit is required to license across three levels of government. Each unit of government is very important because it inspects different aspects of the Food Unit operation. Each unit of government charges a fee to the Mobile Food Unit for these services. Mobile Food Units operating in Cottage Grove pay a fee to the State of Minnesota, Washington County and the City of Cottage Grove.

- **State of Minnesota:** Takes the role of plan review and preoperational inspection for food trucks. The licensing agency is determined by the truck's primary business activity:
 - **Minnesota Department of Agriculture (MDA):** For food trucks focusing on pre-packaged, baked, or non-hazardous foods.
 - **Minnesota Department of Health (MDH):** For food trucks operating as mobile restaurants, serving hot food for immediate consumption.
- **Washington County:** The Department of Public Health and Environment conduct food safety inspections.
- **City of Cottage Grove:** The city conducts fire safety inspections through the City Fire Marshal.

City of Cottage Grove Fee Structure

The City of Cottage Grove utilizes a two-part fee structure for mobile food unit licenses. Food truck operators can opt for either a **Per Day Fee** of **\$50**, which cannot be combined toward an annual license, or an **Annual Fee** of **\$250** per calendar year. This licensing framework has

seen a marked increase in activity and revenue: in 2025, the city issued 86 licenses and generated \$14,350 in revenue, a significant jump from the 31 licenses and \$6,750 in revenue recorded in 2023. Revenue generated from licensing covers administrative staff costs of licensing and Public Safety staff time for fire inspections.

Vendor Request for Consolidated Fees

Due to the complex nature of licensing across multiple governmental layers and the variation in fee structures among municipalities, the Florida based vendor Amusement Attractions has formally expressed a preference for a more consolidated payment model. The vendor is requesting to be issued a single, company license rather than individual licenses for each of the five mobile food units, as currently mandated by ordinance.

This request is strongly supported by the Strawberry Fest Committee President, who has noted the critical role this vendor plays. It is recognized that Amusement Attractions is one of the few businesses capable of providing both the required volume of equipment and the range of services (five food units and games) essential to the festival's scale.

Furthermore, securing businesses that offer this specific combination of services, and coordinating them into a consistent, revolving schedule, is exceptionally difficult for the event organizers.

It is important to recognize that any change to the licensing ordinance to accommodate an event or per-business fee structure for Amusement Attractions would directly affect other businesses that license multiple trucks annually in the city, such as Egg Roll Queen and Solem Concessions.

Food Unit Vendor	Number of Trucks Licensed	Total
Egg Roll Queen	5 Trucks (annual)	\$1,250
Solem Concessions	3 Trucks (one week)	\$750
Amusement Attractions	5 Trucks (one weekend)	Should be \$1,250 but pays \$150

Analysis of Neighboring Community Fee Structures

Food truck fee structures vary significantly in neighboring communities, providing a range of models for Cottage Grove's consideration. The most common approach remains a per-unit/per-truck licensing fee, although the specific dollar amounts and whether a dual fee option is offered differ:

- Eagan (Tiered/Per-Truck Model) - Eagan issues a single outdoor food sales permit to the event holder of \$25 per unit. This fee covers all the food trucks at the event. Event holders are responsible for providing a site plan of all the food trucks
- Stillwater (Tiered/Per-Unit Model) – Stillwater issues individual permits (\$25) and single event permits for food units operating as part of an event on City property. Event holders are responsible for a fee based on how many food units will be at the event. 1-10 vendors \$50/per day and 11+ vendors \$200/per day.

- Woodbury (Flat Per-Truck Event Model) - Woodbury charges a simple, flat registration fee of \$125 per vehicle per event.
- Oakdale (Flat Per-Truck Fee) – Oakdale charges \$80 per year for non-resident Food Units. They do not offer an event license option.
- Hastings (Dual Fee Model) - Like Cottage Grove's existing ordinance, Hastings offers vendors a choice between a \$30 per-day fee or a higher \$225 annual fee. They do not offer an event license option.

Conclusion

Crucially, it should be recognized that a change in the fee structure does not change the regulatory requirement. Whether a vendor pays an annual per-truck fee or a single per-event fee, the City's core responsibility—the mandatory fire safety inspection conducted by the City Fire Marshal—remains a required administrative task for each mobile food unit. Changing the fee structure to benefit multi-truck vendors would therefore reduce City revenue without reducing the actual safety workload or inspection time associated with each individual food truck.

Ultimately, the Council is faced with a decision between two policy objectives:

1. Upholding the current per-truck system to ensure adequate revenue capture for City services (like fire inspection) and treating all physical units of operation equally.
2. Encouraging Large Event Participation (Per-Event/Per-Company Model): Adjusting the fee structure to alleviate the burden on large, multi-unit vendors, thereby making Cottage Grove a more attractive venue for major events, despite the potential loss in licensing revenue and the unchanged workload for City safety staff.

We request the Council discuss whether the benefits of retaining the current dual-fee structure (\$50 per day & \$250 annual) outweigh the goal of simplifying fees for large, multi-unit vendors who contribute significantly to our major community events and/or an event structure.



City Council Action Request

13.B.

Meeting Date	11/5/2025		
Department	Engineering		
Agenda Category	Presentation		
Title	80th Street & East Point Douglas Road Rehabilitation Project – Workshop		
Staff Recommendation	Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide feedback on the proposed assessments and aesthetic enhancements.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>80th Street & East Point Douglas Rehabilitation Project Workshop_2025-11-05</td></tr></table>	1.	80th Street & East Point Douglas Rehabilitation Project Workshop_2025-11-05
1.	80th Street & East Point Douglas Rehabilitation Project Workshop_2025-11-05		



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

From: Paul Sponholz, P.E., City Engineer

Date: November 5, 2025

Re: 80th Street & East Point Douglas Road Rehabilitation Project – Workshop

Background

Included in the CIP for 2026 is the rehabilitation of 80th Street from Highway 61 to Ideal Avenue, which is the third and final phase of a ten-year plan to address poor road conditions on 80th Street from Highway 61 to Keats Avenue. On June 21, 2023, the City Council authorized a feasibility study for 80th Street from Ideal Avenue to Highway 61. On April 16, 2025, the City Council approved amending the scope of the feasibility study to include East Point Douglas Road from 80th Street to the T-intersection near Arby's. On August 20, 2025, the City Council authorized the preparation of plans and specifications for the project.

Discussion

A draft feasibility study has been prepared and has been previously shared with the Council. The current scope of work includes the following:

- Rehabilitation of 80th Street from Highway 61 to Ideal Avenue.
- Rehabilitation of East Point Douglas Road from 80th Street to the T-intersection.
- Reconstruction of the 80th Street & Highway 61 ramps and intersections. (MnDOT led)
- Aesthetic enhancements to the 80th Street interchange and landscaped medians.
- Signal upgrades throughout the project corridor.
- Constructing dual left turn lanes on 80th Street at the Hardwood Ave/East Point Douglas Road signal.
- Lane modifications to southbound East Point Douglas Road at the Grove Plaza signal to allow for two thru lanes.

As the project team is working to finalize the feasibility study and plans, important considerations and discussions related to assessments, aesthetic enhancements, and communication are necessary.

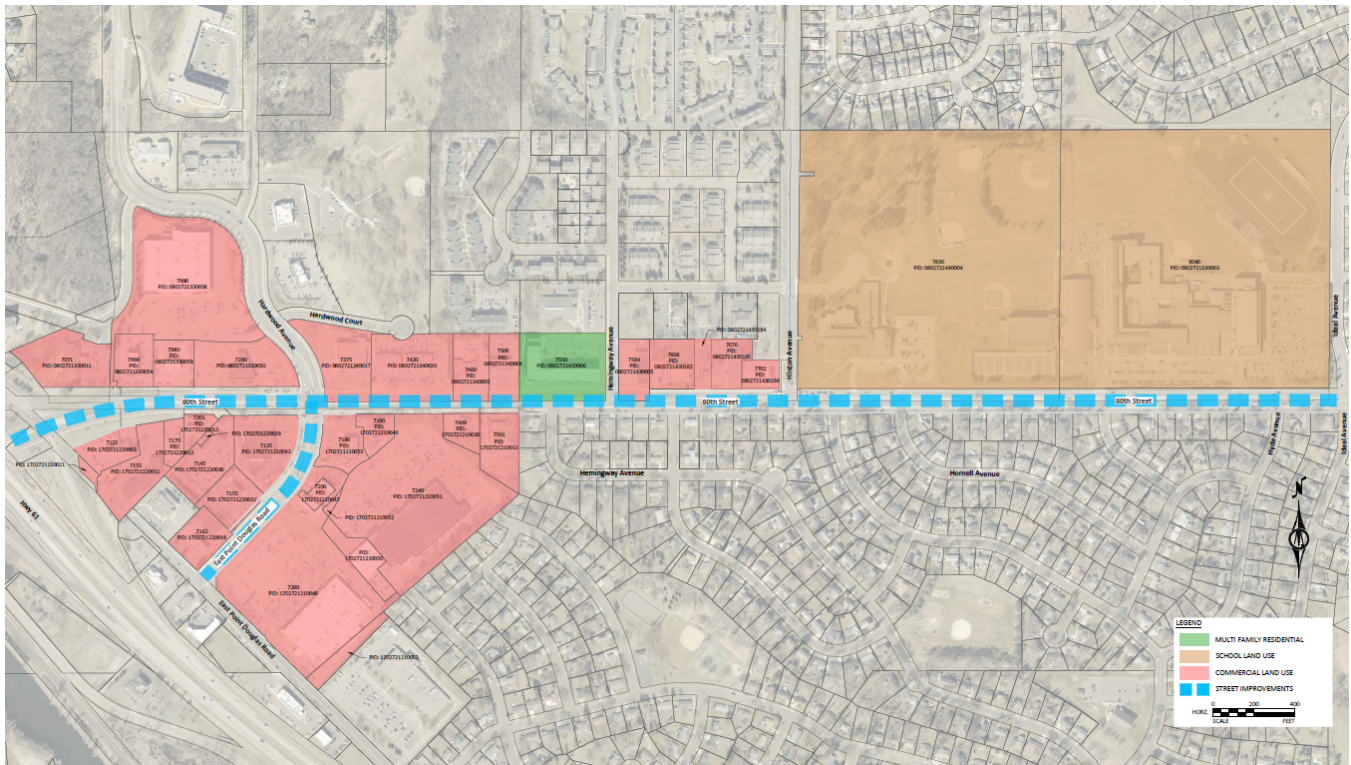
Assessments

Following the City's special assessment policy, work along 80th Street and East Point Douglas Road is proposed to be assessed to benefiting properties. No work at the 80th Street interchange is proposed to be assessed. Special benefit appraisals have been completed for all properties

in the project. The appraisals and proposed assessments per the City's policy will be shared with the Council during the workshop.

Funding of this project will be through multiple sources:

- Municipal State Aid
- Federal Grant Funding (\$5,000,000)
- Assessments
- TIF
- MnDOT/Washington County (Highway 61 Interchange)
- City utility funds
- School District (new turn lanes into school properties)



Assessable Properties Map

Aesthetic Improvements

While this is not a reconstruction project like East Point Douglas Road & Jamaica Avenue, landscaping and aesthetic improvements are proposed.

At the interchange bridge, plans include colored concrete stain to improve the look of the concrete medians and barriers. Also, the project team is reviewing options to add the city name and logo to the bridge as a welcome to the city for TH 61 motorists. The City needs to follow Minnesota Department of Transportation requirements which include that the name and logo only be displayed once in each direction on TH 61 and not above traffic lanes or the median. A

couple of concepts being considered are shown below for Council feedback. More will be presented in the workshop.



Option with all capital letters and logo in black



Option with upper- and lower-case letters and logo in city colors of green and blue

Being a main entry into our community, the large landscape median on 80th Street between Highway 61 and Hardwood Avenue will be enhanced with decorative hardscaping and landscaping. On 80th Street east of Hardwood Avenue there are numerous landscape beds in the median and between 80th Street and the south frontage road. As traffic has grown on 80th Street, these narrow beds have been increasingly difficult to maintain. To enhance the look and reduce long-term maintenance, many of these beds will be converted to hardscaping.

Communication

The project team is working with the City Communications team on an information and communication plan for the businesses affected by the project and the public. While details are still being worked on, the City will hold a business meeting, a project open house to present construction impacts, and the project updates will be regularly featured in the social media, City newsletter and City website. As the project involves the Minnesota Department of Transportation (MnDOT) for work on the TH 61 ramps, MnDOT will communicate project updates through their channels on the interchange portion of the project.

Recommendation

Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide feedback on the proposed assessments and aesthetic enhancements.