



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

December 17, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
- 7 Consent Agenda
 - A City Council Regular Meeting Minutes (2025-11-05)
Staff Recommendation: Approve the November 5, 2025, Regular Meeting Minutes.
 - B City Council Special Meeting Minutes (2025-11-05)
Staff Recommendation: Approve the November 5, 2025, City Council Special Meeting Minutes.
 - C City Council Regular Meeting Minutes (2025-11-19)
Staff Recommendation: Approve the November 19, 2025, Regular Meeting Minutes.
 - D City Council Closed Meeting Minutes (2025-11-19)
Staff Recommendation: Approve the November 19, 2025, City Council Closed Meeting Minutes.
 - E City Council Regular Meeting Minutes (2025-12-03)
Staff Recommendation: Approve the December 3, 2025, City Council Regular Meeting Minutes.
 - F Planning Commission Minutes (2025-10-27)
Staff Recommendation: Accept and place on file the minutes from the October 27, 2025, Planning Commission meeting.
 - G Economic Development Authority Meeting Minutes (2025-11-19)
Staff Recommendation: Approve the November 19, 2025, Economic Development Authority Special Meeting minutes.
 - H Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - I Therapeutic Massage License — National Criminal History Background Check
Staff Recommendation: Approve Ordinance 1105, requiring a federal background check for all massage therapist licenses as outlined by Minnesota Statute 299C.77 (Federal Background Checks by Political Subdivisions).
 - J 2026 Council Meeting Schedule
Staff Recommendation: Approve the 2026 Council Meeting Schedule.

- K 2026 Fee Table**
Staff Recommendation: Adopt Ordinance 1106, authorizing the implementation of fee changes, increases, and additions for the year 2026, effective January 1, 2026.
- L Amend 2025 Budget**
Staff Recommendation: Adopt Resolution 2025-190, 2025 Budget Revisions.
- M 2026 CVB Final Budget Approval**
Staff Recommendation: Approve the 2026 CVB Final Budget.
- N 2026 Part-Time Firefighter - Pay Plan**
Staff Recommendation: Approve Resolution 2025-184 adopting a 2026 Part-time Firefighters Pay Plan.
- O 2026 Part-Time Pay Plan**
Staff Recommendation: Adopt resolution 2025-183 approving the 2026 Part-time Pay Plan.
- P 2026 Non-Rep Pay Plan**
Staff Recommendation: Approve Resolution 2025-185 adopting a 2026 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove. All wage and benefit costs have been budgeted.
- Q 2026 Personnel Policy**
Staff Recommendation: Adopt Resolution number 2025-192 updating the City Personnel Policy.
- R 2026 Health and Dental Insurance**
Staff Recommendation: Approve the MetLife Dental Policy and the Medica Master Group Contract for 2026. The MetLife dental benefits summary and the Medica Summary of Benefits and Coverages (SBCs) are attached. The formal MetLife and Medica contracts will be issued later this month or early next month.
- S 2026 State Lobbying Services**
Staff Recommendation: Authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2026.
- T Cottage Grove Police Foundation Fitness Equipment Donation**
Staff Recommendation: Accept the donation of equipment in the amount of \$993.11 for the fitness center at City Hall from the Cottage Grove Police Foundation.
- U East Metro Training Facility Joint Power Agreement**
Staff Recommendation: Approve and sign the Joint Power Agreement between the City of Cottage Grove and the East Metro Training Facility.
- V City of Cottage Grove Fair Housing Policy**
Staff Recommendation: Adopt Resolution 2025-193 approving the City of Cottage Grove Fair Housing Policy.
- W Metropolitan Council System Statement Appeal**
Staff Recommendation: Adopt Resolution 2025-194 appealing the Metropolitan Council's System Statement.
- X MN DNR Outdoor Recreation Grant Application – Hamlet Park Skate Park Rehabilitation and Peterson Park Development Projects**
Staff Recommendation: 1) Authorize resolution 2025-186 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Hamlet Park Skate Park rehabilitation. 2) Authorize resolution 2025-187 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Peterson Park development project.
- Y MN DNR Local Trail Connections Grant Application – Peterson Park & Military Trail Head**
Staff Recommendation: 1) Authorize resolution 2025-188 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Peterson Park trail construction. 2) Authorize resolution 2025-189 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Military Trail Head trail construction.

- Z Livable Communities Act Grant Agreement – Real Estate Equities Apartment Project (Hadley Ridge Apartments)
Staff Recommendation: Authorize the Metropolitan Livable Communities Act Grant Agreement for \$785,000 to be used for the Hadley Ridge Apartments project.
- AA East Point Douglas Road and Jamaica Avenue Reconstruction - Final Payment
Staff Recommendation: Adopt Resolution 2025-191 approving the final payment in the amount of \$176,486.98 to Meyer Contracting, Inc. for the East Point Douglas Road and Jamaica Avenue Reconstruction Project.
- BB Ice Arena LiveBarn Agreement
Staff Recommendation: Authorize agreement with LiveBarn to provide live-streaming services at the Cottage Grove Ice Arena.
- CC ESRI Enterprise Agreement
Staff Recommendation: Approve the renewal of the ESRI Enterprise 3-year Agreement for \$42,200 annually for a total of \$126,600.
- DD GPS Policy
Staff Recommendation: Approve the GPS Vehicle Tracking Policy as outlined.
- EE Public Works GPS Purchase
Staff Recommendation: Approve the purchase of GPS monitored devices from Precise for a total of \$8,000 for install and a \$22,032 subscription cost per year.
- FF Shop Remodel Change Order #2
Staff Recommendation: Approve Change Order #2 in the amount of \$1,660.04 for the Public Works Facility Mechanics Shop Remodel project, increasing the contract amount from \$299,797.82 to \$301,457.86.
- GG Reel Grinder Replacement
Staff Recommendation: Authorize purchase of a Foley 633 Reel Grinder from MTI Distributing for the amount of \$57,500.89
- HH Sale of Surplus Property
Staff Recommendation: Authorize Public Works to advertise and sell surplus property on MNBid or a similar auction site.
- 8 Approve Disbursements
 - A Approve Disbursements
Staff Recommendation: Approve disbursements from 11-28-2025 through 12-11-2025 in the amount of \$1,171,675.82.
- 9 Public Hearings
- 10 Bid Awards
- 11 Regular Agenda
 - A Commission and Committee Appointments
Staff Recommendation: Approve the 2026 Commission and Committee Appointments as presented.
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
- 14 Workshops - Closed to Public
- 15 Adjournment



City Council Action Request

7.A.

Meeting Date 12/17/2025

Department Council

Agenda Category Action Item

Title City Council Regular Meeting Minutes (2025-11-05)

Staff Recommendation Approve the November 5, 2025, Regular Meeting Minutes.

Budget Implication N/A

Attachments

1.	2025-11-05 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

November 5, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on November 5, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor for a Day Kinley Frankfurth called the meeting to order at 7:00 p.m. Mayor Bailey said this meeting is being recorded by TrueLens Community Media. You can view City meetings live and replay them on Cable Channel 799, and the meetings are also streamed live and archived on Cottage Grove's YouTube channel. So, if anybody's interested after the meeting, you get to go see yourself on TV; Mayor for a Day Kinley replied that's really good.

Mayor Bailey said before we approve the agenda as it's presented, I would like to propose a modification. We have with us this evening, as noted, our special guest, Mayor for a Day, which is Kinley Frankfurth, and she's sitting right next to me here. I would like to move Item 6A under Presentations to the front of our meeting, as this allows us to honor our guest before we get into the main items of the business tonight. So, if there are no objections from the Council, we will proceed with that change, moving to Item 6A, Mayor for a Day, and then we'll go from there.

Mayor Bailey asked Mayor for a Day Kinley Frankfurth, all right, we're going to go down in front, are you ready to come with? Mayor Frankfurth replied sure. Mayor Bailey said all right, let's go.

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; Mayor for a Day Kinley-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; Sponholtz, Engineer; Pete Koerner, Public Safety Director; Brad Petersen, Police Captain; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Phil Jents, Communication Manager; Jaime Mann, Assistant to the City Administrator; Max Erickson, Associate Planner.

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He said we had a sign-up sheet out in the entryway, and I'll just go from the top to the bottom of the list. If there is somebody who didn't get to sign up and they want to speak during Open Forum, you're absolutely welcome to do that. Mayor Bailey asked those who wished to speak to give their name and address for the record and advised you have three minutes to speak.

Hi, my name is Bobbi Tannahill, I live at 8215 Ingberg Trail South. I've been living in the Cottage Grove area for 55 years, living and working in this community. My husband was a naturalized citizen of the United States, and he became the first band director of Woodbury High School, and he was handpicked by the administration there for his job. He was the first teacher to be awarded the Teacher of The Year, he was the Grand Marshal at the homecoming parade, and my immigrant husband gave back to this community in countless ways. I am a product of

my immigrant grandparents, some came from Norway, some from Germany, Poland, or Ireland. You could say I'm a Heinz 57, like many of you. We are all descendants of immigrants, who came with talents, aspirations, hopes, dreams, and grit. They are what really made America great. There were no masked ICE agents, like now, disappearing people. There were no armed ICE agents at their immigration hearings. The immigrants would not be sent to foreign prisons or removing them at gunpoint to places that were not their home. These things are happening now because of ICE agenda. Things have changed. We need ICE agents, but we need a humane ICE Agency. The HERO Center is funded in part by taxes from Cottage Grove and Woodbury through taxation. I am opposed to ICE as it is now, coming into my town, and using my facility to sharpen their shooting skills. It is against my values, and I do not want to spend my money on something that I morally object to. Please, please do not renew the ICE contract at the HERO Center, thank you; and thank you for your time, for listening, and for your thoughtful thoughts on this matter. Thank you.

Mayor Bailey replied thanks.

Hi, I'm Diane Fredrickson, and I have been a Cottage Grove resident for only 45 years, not 55. I live in the River Acres neighborhood, and my husband and I have raised two children here. I've worked in 833, I was a teacher, reading specialist, the curriculum coordinator for reading and writing, and volunteered here. I was on the Parks and Recreation Commission, the Historical Preservation, and I am a Master Gardener, campfire leader, I do lots of volunteer work at All Saints. So, we really love living in Cottage Grove and feel like this is a really good place to live. But I've never come before the Council, and tonight I have two things I wish to say to you: One is I live in River Acres, and it's a beautiful, peaceful, quiet river neighborhood, right on the river. It's a friendly and stable neighborhood, and I'm asking that they not be permitted to build a backwater mine there. Cottage Grove has this little, tiny piece that they own on the river, and it's such a small presence, you're building a brand-new neighborhood there, for Pete's sake. Why would you build a mine next to it, when you're trying to say it's a beautiful place to be? Secondly, I oppose the City renting to ICE. We rent the HERO Center to ICE for the gun range for them. ICE might've had some things that they did that were positive in keeping criminals under control, but ICE is out of control. Do you know your brown neighborhoods, your brown neighbors, brothers and sisters, and those with Latino names are hiding? They're afraid to come out, they're afraid they'll be nabbed when they go to school to have conferences with their kids, when they go to the grocery store. They're afraid, they live in fear, and we shouldn't have our neighbors living in fear. We can't have the presence of ICE in Cottage Grove. So, I ask you to keep ICE out of Cottage Grove, and when the contract comes up the next time, to please consider not signing it. Thank you.

Mayor Bailey replied thank you, Diane.

Good Evening, my name is Sue Chamberlain, and I live at 8151 River Acres Road in Cottage Grove. All of us living in Cottage Grove should consider ourselves blessed to be living near such a magnificent national treasure and Federally protected Mississippi River. Unfortunately, the Mississippi is also the number one endangered river in America. To even consider allowing a mining company to mine 200 feet down into the Mississippi, over vast acres of protected wetlands, is in my opinion unconscionable. Tonight the Council must vote yea or nay to accept this EIS Report as a satisfactory report of what potential impacts mining could have on the Mississippi River. I ask you, as the governing unit responsible, to vote no on the acceptance of this incomplete report. The Council must request and insist on more detailed research in several areas; for example, impact of underwater noise and immense vibrations created by the mining on the aquatic life and in turn, the surrounding wildlife. This area of study is nowhere to be found in the EIS Report, yet it can have major impact on the wildlife of the river. It only references noise issues above the water, not underneath the water. The constant drone of underwater mining 24/7 could potentially be as loud as a jet engine and travel miles under the water, possibly creating a complete dead zone of the river. Where is the critical detail on the berm construction and impact on river flow and erosion? They state that it's to be "further determined" during the State and Federal permitting process; that huge unknown should not be acceptable to Cottage Grove. This is the only EIS study and it's very lacking. What about restorations for the destroyed wetlands? Where is the financially-secured funding that this company will provide for the reclamation at the end of the life of this mine in 20-to-25 years? How much will it cost then? What if they refuse to pay or they're no longer in business? What about the funding for liability claims or natural resource damage that might happen

during mining? What if some downriver city is detrimentally impacted and decides to sue the City of Cottage Grove or the State of Minnesota for allowing this mining operation? All of this information is sorely lacking in the EIS Study. Please do not accept the EIS Report in its current format and vote no. Thank you very much for your time.

Mayor Bailey replied thank you, Sue.

Bonnie Matter, 6649 Inskip Avenue South, Cottage Grove, Minnesota. What I want to say is I oppose, this is going to be short, 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 that changes any of the concerns outlined in my January 16, 2025 letter relating to the Draft Environmental Impact Statement. The updated Final EIS just confirms my reasons for why this project should not move forward. Please keep mining out of the Mississippi River, the Mississippi riverbed, the surface waters, the aquifers, the wetlands, and the groundwater. This is an eco system. And for the public, I just suggest that they go out to the City of Cottage Grove website and read the comments in the Draft EIS and then also the Final Comments that came back after the Minnesota EQB Posting. Thank you very much, thank you.

Mayor Bailey replied thank you, Bonnie.

Thank you, Mr. Mayor and Council Members, my name is Whitney Clark, I'm the Executive Director of Friends of the Mississippi River, 106 West Water Street, in St. Paul, Minnesota. I'd like to add my comments to those of neighbors tonight and dozens of comments that have been received by the City regarding the Council's planned vote today on the Environmental Impact Statement for Amrize's proposed expansion of the Nelson Mine on Grey Cloud Island. The EIS is deeply flawed and should not be approved. The proposed project is not legal. City and State regulations ban mining in shoreline areas within the Mississippi River Corridor Critical Area. The City claims those rules somehow don't apply to the Nelson Mine but they do. The City's own shoreline mining ban very clearly applies to expansions of existing mines such as this one. The language in the City's ordinance is clear; the City claims that the mine has legal nonconforming or grandfathered rights that allow it nearly unlimited expansion, but that's also rooted in flawed legal analysis. Nonconforming use rights do not apply to a public waterway like the Mississippi River. The Minnesota DNR, the National Park Service, Friends of the Mississippi River, and other parties have all pointed out these legal issues. It's illegal to approve an EIS with such serious factual inaccuracies. Cottage Grove's insistence on pressing forward regardless of the facts could result in legal challenges that will cost the City and its residents for years to come. In addition, this proposed mine will damage wetlands, mussel beds, and rare plant communities. It will reduce backwater access for boaters, hunters, and anglers. It will add noise and visual pollution to local parks and neighborhoods, and all of that harm will go on for decades. I also want to share a concern about how little effort the City and Amrize have made to engage Dakota Tribal Nations in this project. Grey Cloud Island was a significant Dakota village site and has numerous burial mounds. Mining has already done a lot of damage to these mounds, but the City hasn't made any real effort to talk with the Tribal Nations about protecting what remains. Why is the City so insistent that this illegal mining proposal must move forward? Why is the City ignoring input from so many other government agencies, including the Metropolitan Council, the DNR, the National Park Service, the Army Corps, Prairie Island Indian Community, Shakopee Mdewakanton Sioux Community, and others? Cottage Grove is ignoring the law in favor of one corporate tenant's interests, and I urge you to halt the EIS approval process until the document accurately reflects the damage this project will cause and the legal issues associated with it. Thank you.

Mayor Bailey replied thank you.

Good Evening, Council, my name is Tom Drude. I live at 8005 River Acres Road. I just would be echoing so many statements that I've heard tonight and read online, and I hope that you've read all those things that are online, and it tells me that Cottage Grove is not standing alone in this issue. What I'd simply like to say is that it may not occur to you that this might be the biggest decision that you've ever encountered sitting on this Council, maybe any Council for Cottage Grove. The ramifications are unbelievable. But on the better side of things, what I've noticed in the last few years with the development of the Mississippi Dunes area and now this project, that suddenly Cottage Grove is recognizing that we have the Mississippi River flowing through our community. We happen to have the most shoreline of any major city on the whole of the Mississippi River. This is our gift from

God, the place is unbelievable. If you haven't been there, get there, fish there, kayak there. See this morning I woke up and I had an eagle in my front yard, 20 feet away from me. What's going to happen? You know, you could make a real easy decision, I call it the Pontius Pilate decision, and just go ahead and approve this. Or you could do maybe the more courageous decision and send it back and say until you answer all the questions that have been presented by the public, by state, local, national people about the issues here that have been voiced by others. But did I mention that I've lived in River Acres for 51 years? So, I think I beat out somebody. Anyhow, thank you for your time.

Mayor Bailey replied thank you, sir.

My name is Sandy Caturia, and I live at 8077 River Acres Road, and I just, I don't have anything new to say other than what everyone else said, I just want to kind of echo that, and let you know that there are, I see several other of my neighbors here, so we're just all on the same page. And one extra impact, other than all of these other things, our house faces what literally would be a half a mile from this new proposed site. I don't know about any of our neighbors, but most of our neighbors don't have even shades on that side because we like to watch the stars and the moon and just over the river every night, and that would change to a big light from a mine and a bunch of noise and not being able to open our windows. So, in addition to all of the environmental things, there is also the light pollution and noise pollution as well, so. And the other thing I'd like to say, I didn't know that there was an issue with ICE being trained here. I don't know anything about it other than I would like to say, respectfully, I don't see a problem with them being trained here. I respect law enforcement, but again, I don't know the issues. I just want you to know that I do respect that and support them, so. All right, thank you.

Mayor Bailey replied thank you.

My name is Dick Polta, I live down on Grey Cloud Township. The only thing I want to remind the Council is years ago, the City already approved, back with the Shiely Company, of mining farther on Grey Cloud Island. When they were moving from the west end of that island to the east end, they had to come to the Council to get the land rezoned. Okay, so, you already gifted them, years ago, the other half of the island that you didn't have the right to give. I mean, you don't have to keep giving and giving and giving to them. They were given a real good gift 'cause you probably gave them more than half the land they've already mined before. So, saying no, I mean they can't say the Council's been nasty to us all along, 'cause you've given them what they already got. I think enough is enough. The communities around there have given plenty. That's all I've got to say.

Mayor Bailey replied thank you, Dick.

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

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. Mayor for a Day

Staff Recommendation: Appoint Kinley Frankfurth as Mayor for a Day on November 5, 2025.

Mayor Bailey said for the public, what's really neat about this evening is every year, and we've been doing this for a while now, I know the State of Minnesota and other communities and other states actually do like a Mayor for a Day essay and such. Here in Cottage Grove we've been doing Mayor for a Day, and we put this information out to all of our elementary schools, and we get quite a few entries. Then staff kind of narrows it down to a couple, and then they said them to me as the mayor and I get to read through them to make a choice. This year, I'm honored to choose Kinley to be the Mayor for a Day. We got her to read her letter in the other room, and we had some pizza earlier for dinner as a group. I will just mention that as part of being Mayor for a Day, they get to go and

check out all kinds of stuff around the City. First of all, they get picked up from school in a police car. Mayor Kinley said we also got to ride the Zamboni, and we got free snacks at the Ice Arena, and I think the free snacks was definitely my favorite part. Mayor Bailey said so they got to go in the fire truck and put headphones on, they got to go to Public Works and be in a couple of the loaders and the snowplow and so on. So, it's just kind of a neat opportunity to engage with our youth in the community, and so I just want to recognize the fact that she got to be our Mayor for a Day today. What we'd like to do is we're going to present you with this Certificate of Appreciation, which he read aloud: *Kinley Frankfurth, in sincere appreciation for your service to the City of Cottage Grove, Minnesota.* Mayor Bailey said so, on behalf of the rest of the Council, all of our staff, and all of the citizens of Cottage Grove, let's have a round of applause for Kinley Frankfurth. Everyone applauded, and Mayor Bailey said congratulations, mayor.

Photos were taken of Kinley holding her Certificate of Appreciation with Mayor Bailey and the City Council Members.

Mayor Bailey asked Kinley, who are you giving a shout out to? Kinley replied my math teacher, Mrs. Sand, she asked me to do this, so I'm doing it.

Mayor Bailey said that's awesome, that's great, thank you for bringing that up. So, one of the big reasons that I thought was cool as Kinley was giving her reason for why she wanted to be Mayor for a Day was she stated one particular thing, what she wants to be when she grows up, so he asked Kinley if she wanted to share that with the public. Kinley replied I want to be the first girl president, well, hopefully not the first, but I want to be a president. Mayor Bailey said there you go, so you might have a president from Cottage Grove, Minnesota in the future here. All right, and I'm going to give you this, too, and he handed Kinley her nameplate with her name and Mayor for a Day on it. Mayor Bailey said I'm going to give this to Kinley's mom, as she has the I Love Cottage Grove pin, but I think she lost the other piece inside her jacket, so I'm going to give this to you and then we can go from there.

Mayor Bailey thanked Kinley for coming and spending the day with us and our staff, they enjoyed having you as Mayor for a Day, and now you get to go home and have fun stuff and we get to deal with the work. Thank you, Kinley. Everyone applauded.

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.

Mayor Bailey said our Director of Public Safety, Pete Koerner, is going to start us through this one. Welcome, Pete.

Director Koerner said well, thank you, Honorable Mayor and Council, as you're aware, about a month ago, you accepted the official donation, and I'm just going to give a short update on this and where we're at with it. On the slide, we actually have a picture of what was purchased with the donation. In August, 2025, we had the Hometown Heroes Golf fundraiser, and that was sponsored by the Cottage Grove Lions; they worked in partnership with our local VFW and the Beyond the Yellow Ribbon organization and numerous Public Safety staff, and they did really well for the first year of doing this. With that, they've kind of reached out to Public Safety and obviously with some different veterans' groups with donations. One area that has been really a primary focus with Cottage Grove Public Safety is employee wellness and fitness, and that's just not for our staff within the Police Department, it's also City staff. We have a Wellness Group, and our City Clerk, Tammy Anderson, is one of those members, and Captain Brad Petersen is also a member of that. We have this great Fitness Center here, a lot of equipment, and it's been here since October, 2012, so some of that equipment was getting tired and it was just kind of a time to revamp. So, with that, we'd like to have some of our local Lions Club members come up and do the big check. On the slide, it shows what was purchased, and we also just updated our plaque here, too, that we hang in the Fitness Center. Our first one was the Cottage Grove Lions, Cottage Grove Crime Prevention, and the Association, and now we have the Lions again. So, with that, come on up, guys and gals.

John said I would just say it's an honor as a part of the Lions Club to partner with Beyond the Yellow Ribbon and the VFW to support our Public Safety members and their wellness. We're happy to be a part of the community and appreciate everything you guys do.

Director Koerner replied we appreciate you guys, thank you.

Mayor Bailey said I'll just mention, I know on the side of me is the current president of the Cottage Grove Lions Club, Council Member Olsen. To be honest with you, this is a small piece of a lot of things that the Lions Club does for the City of Cottage Grove and its residents. Whether it's donating equipment to support our Public Safety Department and our staff and also with Fire equipment or park buildings, I mean I could just keep going with all the different things that you guys do. I just want to say thank you because you truly do make Cottage Grove an amazing place to live and work and play with a lot of the stuff dealing with the play, with the things that we like to do with the Lions. I want to say thank you once again, on behalf of myself and the staff and the Council. With the many people that we have in the room tonight, which is neat to see, why don't we just give the Lions Club a round of applause, please. Everyone applauded.

Mayor Bailey said and this plaque is going to go back into the Fitness Center with the information on the plaque that shows the people that donated it. So, with that, let's get a picture. A photo of Mayor Bailey, the Council Members, the Lions Club members, and the police officers who were present was taken. Mayor Bailey and the Council Members shook hands with and thanked all of the Lions Club members.

- C. Proclamation - Native American Heritage Month
Staff Recommendation: Proclaim November 2025 as Native American Heritage Month.

Mayor Bailey said he asked Council Member Garza to read aloud the Native American Heritage Month proclamation, then we'll go ahead and look for a motion and a second.

Council Member Garza read the proclamation aloud.

Motion by Council Member Garza to proclaim November 2025 as Native American Heritage Month; second by Council Member Thiede. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the October 1, 2025 City Council Special Meeting Minutes.
- B. Approve the October 1, 2025 City Council Regular Meeting Minutes.
- C. Accept and place on file the minutes from the September 22, 2025 Planning Commission meeting.
- D. Receive a letter in response to the Open Forum questions from the October 15, 2025 City Council meeting regarding City Job Postings.
- E. Receive a letter in response to the Open Forum questions from the October 15, 2025 City Council meeting regarding HERO Center rentals.
- F. Approve the response letter to the Washington County 2026-2030 Draft CIP.
- G. 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. 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 East Point Douglas Road) on December 6, 2025.
- I. Approve the issuance of rental licenses to the properties in the attached table.
- J. 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. 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. Approve the Agreement for Professional Services for Impound Housing Services 2026 between Companion Animal Care & Control (CACC) and City of Cottage Grove.
- M. Authorize the Fire Cadet Agreement between the City of Cottage Grove and Leah Panagiotopoulos.

- N. Authorization to order three 2026 Dodge Durangos in 2025 during the State Contract Pricing Vehicle-Ordering Window.
- O. Authorize the Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove.
- P. Staff recommends approval of the VaaS365 Service Agreement with Marco Technologies and approval of additional licensing required for MS Teams Voice.
- Q. Approve the Toast Master Service and Processing 24-month Agreement and purchase of hardware and implementation associated.
- R. Staff recommends 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. Adopt Resolution 2025-161 adopting the Final Environmental Impact Statement adequacy for Amrize (formerly Holcim-MWR, Inc.)Nelson Mine Backwater Project.
- T. 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. 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. 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. 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.

Mayor Bailey wished to pull Item S, Amrize Nelson Mine - Final Environmental Impact Statement, on the Consent Agenda, as he had a statement he wished to read, and then we can go from there.

Mayor Bailey said what I thought I would share with the public is just some information that we have from the City's perspective: *So, the resolution before the City Council this evening is a determination of adequacy for the Amrize Nelson Backwaters Mine Project Environmental Impact Statement, or as its called, EIS. I first want to start by thanking residents here and in surrounding communities for participating in this process. The City of Cottage Grove takes our role in the EIS process very seriously, and it's important to know what that role is. The City's narrow role here is to gather the potential impacts of this proposed project to inform permitting decisions made by other agencies, and we did just that. Next in the process, this proposed project would move on to permitting where the DNR and the Army Corps of Engineers will make decisions about the proposed project based on this information. This action tonight does not permit the project. It is specific to the adequacy determination of the Final EIS and would not permit the project or allow for the applicant to take action on this proposed project. The purpose of an EIS is to compile the potential impacts of the actions of the proposed project and to inform the work and decisions of the permitting agencies. Over the course of three plus years, the City since day one has taken a role as the Responsible Government Unit to gather potential impacts very seriously. The City assembled a Technical Advisory Committee, inclusive of the Friends of the Mississippi, DNR, Army Corps of Engineers, Washington County, the Tribal Nations, among others. You, as the community, have expressed your concerns and we have heard those concerns, and obviously we heard them again tonight. In addition to the Technical Advisory Committee, the City has spent the past three years working with specialists and experts in their field, including hydrologists, biologists, archaeologists, ecologists, noise specialists, geologists, and engineers, just to name a few. We now have a 1,000-page document that is comprised of over 100 of your comments and concerns that will be a reference for agencies such as the DNR, Army Corps of Engineers, and the Tribal Nations to inform their decision around permitting of the proposed project. Our role was to gather the potential impacts of this proposed project and we did just that. Permitting agencies, including the DNR and the Army Corps of Engineers, are responsible to refer to and expand upon the identified potential impact that was outlined in the EIS. These permitting agencies will consider mitigation measures and*

conduct further environmental analysis as part of the permitting process. The action before us this evening is to deem that the Final EIS is adequate to inform the permitting agencies as they make their decisions.

Mayor Bailey said so, I just wanted to give an idea of what that is; so, just to be very clear again, we are not voting to approve the mining project in the backwaters of the Mississippi.

Council Member Thiede said just for clarification, does this come back to the Council at any time before they're allowed to actually mine that area?

City Administrator Jennifer Levitt replied Mayor, Members of the Council, it's a very complex process. What we have undertaken is a Minnesota process for environmental; the Federal process has to be undertaken by the Army Corps of Engineers, so there's an environmental Federal NEPA process that would have to take place, so that would be another step. And also, when we look at the permitting, the DNR would have to do that extensive work and the Army Corps of Engineers; so, the City of Cottage Grove will not see this again for quite some time. We would be last for any permitting activity.

Council Member Thiede asked but we will see it again before they're allowed to mine the area? What we'll see, we'll have an opportunity to weigh into it.

Administrator Levitt replied we would be the last permitting entity to see this.

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

Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

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

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

Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

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.

Mayor Bailey said our Planner, Max Erickson, will walk us through this one. Welcome, Max.

Planner Erickson said Good Evening, Mayor and Council. KOMA Architects, on behalf of School District 833, have applied for a Site Plan Review for Grey Cloud Elementary. As you are aware, the school is located off of Indian Boulevard South and shares a parcel with Cottage Grove Middle School. The parcel is Zoned R-3, and schools are allowed as a conditional use in the R-3 Zone; Grey Cloud Elementary was approved in 1990 under a CUP.

Proposal: The proposal before you is in anticipation for a future increase in the student body. They propose to add two additions to the school, one being a gymnasium, the other being a classroom block. They also propose to

make various site improvements, such as the removal of a driveway and parking area. They're planning on relocating a playground and then they're adding a new stormwater. Site Access and Parking: The site is currently accessed off of Indian Boulevard by two accesses, nothing is changing with these accesses. They are planning on removing a driveway. Staff has observed traffic during school hours, and there are no issues that have been observed for traffic. They are planning on removing ten parking stalls on the north corner of the school. The site currently well exceeds the parking standard requirements of City Code, so the removal of these parking stalls will not change that. Architectural Materials: Proposed architectural materials will meet City Code; the majority of the materials will be comprised of brick, pre-fab, concrete slab, Class 1 and 3 materials; as seen on the image on the bottom left, the proposed materials are shown against the existing building material, so it will match the color palette as is. The applicant has also proposed to add some lighting on the gymnasium addition, and this will also meet City Code. It will be downward facing so light will not leave the site. Landscaping and Tree Removal: A minimal slight impact will occur for the existing landscaping. They do plan on removing some trees, and no mitigation is required based on the number of trees and the size of the site. They are required to plant various trees and shrubs based on the impact of the limited new construction. Grade Utilities and Stormwater: They propose to add a new stormwater feature, a new stormwater pond, on the north part of the parking lot. The existing stormwater on site was constructed in the 1990s, under 1990 standards, and this will treat the current impervious as well as the proposed impervious surface under current stormwater standards. The applicant is proposing a new sewer connection to a public node on Indian Boulevard. The classroom addition will have bathrooms, and plumbing code makes it a challenge to connect to an existing sewer node on site. This will require a Right-of-Way permit with the City for any work that they do on Indian Boulevard. Slight alterations on a couple fire hydrants on site. With all projects that have hydrants, the City has worked with the applicant to come up with an access easement so the City can continue to maintain those hydrants and service them in the future. There are existing drainage and utility easements and a stormwater pond on the northwest corner property line. The original easement does not currently match the existing stormwater pond, and so an amendment to this easement has been worked on with the applicant to encompass the entirety of that stormwater feature. This stormwater pond treats the public water as well as the private water.

Planner Erickson said the recommendations are before you, and I also have the applicant and the representatives of the School District here.

Mayor Bailey asked if Council had any questions for Max, none were asked. Mayor Bailey asked if the applicant would like to speak at all, but that was declined.

Council Member Olsen said this is for the applicant, just because I know you don't want to, parking. We've discussed it several times, as you're in the midst of several of these types of projects, and I know that on occasion when you do these, you have to reconfigure the parking lot and manage parking spaces, etc. It sounds like you don't have really any concerns that you're going to lose a significant amount of capacity or anything like that. Out of curiosity, with all the various events that go on in the community near Grey Cloud Elementary, as an example, Strawberry Fest, as an example, the Food Truck Festival, etc., is there going to be any concern on the part of the School District when it comes to the public continuing to utilize parking at Grey Cloud for some of the overflow from these events? Do you guys have any concerns or is there any sort of conversation going on about that, or do you think it'll just be business as usual?

Good Evening, everybody, Kyle Uecker, Director of Facilities for the School District. Actually, Zac Dockter just sent me an email on that the other day. So, we actually just started preparing a long list of, he had about six points on his email. We don't really see much of an impact to those things; you know, there are some questions about using the Grey Cloud gym as the storm shelter.

Council Member Olsen said I was going to ask that next, so he beat me to it.

Director Uecker replied Zac's got it covered. So, we are looking at all that stuff, we're working with those guys on that. I don't think we're going to have major impact in terms of parking. We're going to try and leave the best parking open as much as possible because we know they also have the U-10 National Softball Tournament, so we

realize the public wanted to use the space, and it's a great space. So, we're trying to work in conjunction with everybody that's trying to use the space at the same time.

Council Member Olsen said as long as Zac's on it, then I'm good. Thank you, I appreciate it.

Motion by Council Member Clausen to 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; second by Council Member Olsen. Motion carried: 5-0.

Motion by Council Member Olsen to approve the amended permanent drainage and utility easement; second by Council Member Thiede. Motion carried: 5-0.

Motion by Council Member Thiede to approve the Hydrant Access Agreement with Independent School District 833, which allows the City access to the site's fire hydrants; second by Council Member Garza. Motion carried: 5-0.

Motion by Council Member Garza to approve the Stormwater Maintenance Agreement with Independent School District 833 for the proposed stormwater pond; second by Council Member Clausen. Motion carried: 5-0.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said mayor, nothing to add tonight. Thank you.

Council Member Olsen said one of the things that we approved on our Consent this evening was a gambling permit for the Mississippi River Valley Beyond the Yellow Ribbon network team, which I am very proud to be part of. First, let me say congratulations to that team for being named the Nonprofit of the Year by the Cottage Grove Area Chamber of Commerce this year. They were very, very grateful for the honor, and this comes on top of being named Volunteer Organization of the Year by the City of Cottage Grove at our Volunteer Banquet. So, it's been a good year for Mississippi River Valley Beyond the Yellow Ribbon and we want to continue that. For those who don't know, November is Military Appreciation Month, and next week, Tuesday, November 11, is the Veterans Day celebration that we do nationally in the United States of America. Our Beyond the Yellow Ribbon network team is always working to support military families and veterans, but it gets particularly focused during the holiday season because we have every year dozens and dozens of families in need at the holidays due to having family members who are deployed. There may be situations where somebody's dealing with PTSD or some other related illness that comes from their military service. So, what we do is we partner with the Cottage Grove Lions, you'll all notice I have my Lions shirt on tonight, and we do Adopt a Family where we shop for these families in need with the Lions Club. Then we all go back to the VFW and we wrap all the gifts. We shop at Target, Target's always treated us very, very well; they give us dedicated shopping lanes, etc. Generally speaking, we spend somewhere in the neighborhood of \$10,000 to \$12,000 a year just at the holidays to make sure that every family that's in need that comes our way, and sometimes they're even outside our network area, they don't get turned away. We also support the veterans who live in our retirement communities here in the City of Cottage Grove to make sure that they also get gifts at the holidays; that recognizes their contribution through their service to their fellow residents and fellow Americans. One of the ways we do that is we fundraise, and we fundraise all year long. You saw the results of some of that fundraising earlier this evening where we had our Hometown Heroes Golf Tournament, and we were able to raise some money in partnership with the Lions Club and the VFW. We try to use those funds to their best and highest use or purpose, and at the holidays, as I stated earlier, that purpose is to support military families and veterans. If you'd like to help us with that, we approved a gambling permit earlier this evening for what we call our Holiday Helpers raffle tickets. We started this program last year with the help of our Lions Club, it's modeled on the Big Ticket Raffle that we do through the Lions Club. Beyond the Yellow Ribbon network members, including myself, sell these tickets for \$100 each, and there are only 100 tickets, that's all we sell. All of the prizes are cash prizes, and one ticket can win multiple times; every winning ticket goes back into the hopper for the next drawing, and again, there are only 100 tickets. So, the top prize here is \$1,500, and the prizes range from \$1,500 all the way down to \$150 for your \$100 ticket, and again, you can

win multiple times. So, if you'd like to help us out by supporting Beyond the Yellow Ribbon, please reach out to any of us: Myself, Captain Petersen is our Vice President, Sergeant Nickle is our President, and we also have a number of community members, including Mary Dingle from St. Paul Park, Matt Jordan here from the City of Cottage Grove, and so on. We're happy to deliver these to you. I'll tell you right now we're down to our last 25 tickets, that's it, and they'll be gone. The drawing takes place on December 6, at the VFW, and again, we'd love to sell you one, you just have to reach out to us. So, I wanted to encourage everybody to help the Helpers, and don't forget from the 4th through the 11th, in honor of veterans and military families, it is Operation Green Light, that's a national endeavor that we do; you can put a green lightbulb out on your porch light or by your garage, and that's a very simple way to say we support our military veterans and we thank them for their service. Thank you.

Council Member Thiede said I guess I've got one item tonight. At our Strawberry Fest Committee Meeting Monday day, we had solicited themes from people to turn those in and button designs and so forth, and we chose one out of six entries that were made. I'm not going to tell you what it is, but watch for social media and for the announcement to see what the Strawberry Fest theme and button is going to be for next year.

Council Member Garza said well, I don't really have much. I have lost my paper, but I noticed that the Holiday Train wasn't mentioned on here; Mayor Bailey said I have that. Council Member Garza said there's a lot of events that are coming up in the next month or two. In November and December we have a Holiday Lights Tour that's happening on Friday, November 14, so that will be a lot of fun to go around town and see everyone's holiday lights. There's a Maker's Market at River Oaks on November 8, so that's this weekend, so that'll be a lot of fun.

I just wanted to mention, a little bit of piggyback and off of what Justin had said, there's a lot going on in our communities, and our local food banks would love the support of our community. So, if you are able to support the local food banks, I think that would be a really amazing thing to do, and it would help some people in our community, and it would help a lot of families. So, if you're able to, I would say support them if you can.

Mayor Bailey said I'm going to throw it back to Council Member Olsen really quick, I can't read his writing.

Council Member Olsen said I forgot something, and I apologize for this; as Council Member Garza said, there's a lot going on, and sometimes I can't keep it all straight. To also celebrate on November being Military Appreciation Month, the Minnesota Asian American and Pacific Islander Group, who spoke at Memorial Day this year here in the City of Cottage Grove, are holding their Annual Ball in Oakdale on November 8. Again, this is to support Asian American and Pacific Islander Military Veterans and active duty soldiers. I'm very grateful to be able to attend this, looking forward to it very much, but if you would like to support the Asian American and Pacific Islander Military Veterans as well, feel free. This is open to the public, you don't have to be a member of the military to attend the Ball. You can certainly reach out to me or anybody else who is part of our Beyond the Yellow Ribbon network, and we will give you all the information. I want to personally thank John B. Yang, who was one of our speakers at Memorial Day this year, for his gracious invitation, and I'm really looking forward to it. This will be at the Prom Center, I believe it starts at 4:00 p.m. on November 8. If you'd like to attend, just let me know, and I'll get you in touch with the right people.

Mayor Bailey said just a couple additional items to share with you. First of all, Council Member Olsen mentioned this, last week we had the opportunity to experience the Cottage Grove Area Chamber of Commerce, and what they do at the Chamber of Commerce is every year they have like a banquet and they celebrate and recognize businesses and such. Council Member Olsen mentioned one, with regards to Beyond the Yellow Ribbon, as that was recognized as the Volunteer Group of the Year. What was interesting to me and pretty cool is River Oaks Golf Course was recognized as the Small Business of the Year, and the City of Cottage Grove was recognized as the Large Business of the Year. So, talk about like a clean sweep! So, it was very cool to see that, it was great to see a lot of our staff and people who were able to be there to glow in that opportunity; so, I just want to say congratulations to our staff and our citizens and the Council for all that happened in all of those cases, whether it's River Oaks, supporting Beyond the Yellow Ribbon, or the City as a whole.

Council Member Garza was mentioning the Holiday Lights Tour. The one thing I did want to mention real quick is registration is actually beginning on Friday, November 14, and so you can register online to have your home on the

tour. The maps will be available beginning on November 26. I noticed when you said that that my stuff will not be done by the time November 14 rolls around. Entries can still be added to the list, if you will, through December 15. So, if you're one of those latecomers and trying to get stuff up, depending on how the weather's going, feel free to do that, it's a great opportunity.

Mayor Bailey said also, just looking ahead here so you can put it on your calendars, the Hometown Holiday Celebration will be December 4, here at City Hall, from 5:00 to 7:00 p.m. You can have photos with Santa and Mrs. Claus, there are going to be wagon rides, games, food trucks. There will be inflatables, there will be reindeer, and all that out here. We've been doing this for a few years now, it gets bigger and better every year. So, it's like a holiday tradition you can do here in the community of Cottage Grove.

I don't have the date yet for the Lions Club Santa Breakfast, but I do know River Oaks also has a Santa Breakfast, which will be on December 21, from 9:00 a.m. to 12:00 p.m.; adults are \$25, kids 6-12 are \$18, and then kids under 6 are free. You do sign up online, and I will tell you the spots go fast because it is pretty cool to take the sleigh ride around the golf course, it's a great event. I know that usually the week or so before is the Lions Club Santa Breakfast. Council Member Olsen said December 14 I believe is our date, but I will confirm that and share it at the next Council Meeting. Mayor Bailey said that would be perfect because both of them are very well attended and they're both different, so it's kind of cool to take the kids or grandkids, in my case, to those events.

Mayor Bailey said the final thing is what Council Member Garza was commenting about. So, once again this year the CPKC Holiday Train will be arriving back here in Cottage Grove. It will be arriving on Saturday, December 13. The train will be arriving on West Point Douglas Road around 5:15 p.m., though the event as a whole runs from 3:30 p.m. to 6:30 p.m. because there are other things to do at the event. There are food trucks and music and so on. The goal this year, I asked this at the Chamber event last week, is actually to raise \$125,000 for the Friends in Need Food Shelf. As we've all been hearing about what's going on in the nation, with the government shutdown. and SNAP benefits, etc., as was mentioned by Council Member Garza, if there is an opportunity for you to help your fellow neighbors out there, whether it's providing specific items, they prefer cash, which obviously they're going to buy a lot with cash, but personal care items are really important. So, if you're a local business or you want to capture that stuff and bring it down there, there's opportunities for drop-off sites there, or we'll take it down to the Friends in Need Food Shelf, which is in St. Paul Park. So, again, it is Saturday, December 13, train arrives at 5:15 p.m. There is plenty of space to park, there will be wagon rides to get from the parking lot down to the event location. We are one of the largest events in the United States, literally, and we've raised more money than any other stop in the United States for the Friends in Need Food Shelf. So, we have a lot to be proud of, and let's support our local neighbors.

Mayor Bailey said we have a Workshop tonight, with two items: The first is Mobile Food Licensing and Fee Structure, and the second one is 80th Street & East Point Douglas Road Rehabilitation Project. These workshops will be in the Training Room, they are open to the public, so if anybody wants to come in, sit in, and listen, they're welcome to do so. We do not have any Workshops that are closed to the public tonight. So, we won't be adjourning in here, we will be adjourning in the Training Room, so everybody have a great Wednesday evening and take care.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

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.

City Clerk Tamara Anderson presented the workshop, which focused on the Mobile Food Unit Licensing and Fee Structure. Staff recommended discussing the benefits of three potential changes to the fee structure: 1) Retaining the current dual-fee structure, which includes a \$50 per day fee and a \$250 annual fee; 2) Simplifying fees for large, multi-unit vendors who contribute significantly to major community events; and 3) Adopting an event fee structure.

The presentation included a detailed overview of the Minnesota State Licensing Process. All mobile food units must comply with state licensing. This includes the Minnesota Department of Agriculture (MDA) licensing for units focusing on pre-packaged, baked, or non-hazardous foods, which requires a \$50 Application Fee, with total fees varying by business size and food safety risk (e.g., Original Hockey Mom Brownies pays \$77). The Minnesota Department of Health (MDH) licenses units that function as mobile restaurants, serving hot food for immediate consumption, at a cost of \$290 per year (e.g., Soul to Soul and Eggroll Queen). The presentation also noted Washington County licensing, which offers the 2025 Seasonal Temporary Food Stand License (\$166 per unit per year) and the 2025 Special Event Food Stand License (\$97 for the first day and \$33 for each additional day, up to 10 days). Cottage Grove's current fee structure of \$50 per unit per day was presented alongside a fee comparison to nearby cities.

The main decision brought before the Council was whether to allow the vendor Amusement Attractions to continue being charged for one unit, despite bringing five separate units to the Strawberry Fest each year. Councilmember Thiede stated that he understood the necessity of charging the full amount for all units and would side in favor of this proposal. Councilmember Olsen then asked Clerk Anderson for her recommendation on the matter. Clerk Anderson responded that she was bringing the issue to the Council for a formal vote. When Councilmember Olsen asked again for her personal recommendation, Clerk Anderson responded that her heart is with the Strawberry Fest, recalling that her daughter was the queen in 2014 and that the event provided her family with many cherished memories. She indicated that she would always want to side with the Strawberry Fest and make things as easy as possible for them, so she understood what a difficult decision this is. Administrator Levitt interjected, cautioning Council that any special allowance made for Amusement Attractions would need to be carried over to all food trucks for the sake of fairness and policy consistency.

After discussion, the Council ultimately decided to charge each individual unit for all food trucks, establishing a fair and consistent policy across all vendors.

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.

Mr. Sponholz explained that the project represents the third and final phase of a ten-year plan to address poor road conditions along 80th Street. The project is classified as a rehabilitation project, meaning much of the existing curb, sidewalk, and median concrete are in good condition and will be retained. However, a full replacement of the pavement is proposed throughout the project area. The improvement is considered necessary, cost-effective, and feasible to restore the deteriorating pavement and make needed improvements to safety and traffic operations throughout the corridor.

The comprehensive scope of improvements includes:

- Road rehabilitation of 80th Street from Highway 61 to Ideal Avenue.
- Road rehabilitation of East Point Douglas Road from 80th Street to the T-intersection.
- Reconstruction of the 80th Street & Highway 61 ramps and intersections by the Minnesota Department of Transportation (MnDOT). The City coordinated its work with MnDOT's planned ramp reconstruction to design, bid, and build the projects as one package, avoiding future separate construction impacts and realizing efficiencies.
- 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 through lanes.
- Aesthetic enhancements to the 80th Street interchange and landscaped medians.

Funding and Assessment Details

The estimated total project cost is \$17,290,169. The project is funded by a combination of local, state, and federal funds.

Funding Source	Amount
Federal Grant	\$5,000,000
MnDOT and the County	\$5,286,025
Municipal State Aid Funds	\$3,596,945
TIF Funds	\$1,807,150
Water & Sewer Utility Fund	\$50,480
Total Preliminary Assessments	\$1,549,400

Mr. Sponholz noted that the total preliminary assessment amount of \$1,549,400 is based on special benefit appraisals that cap the assessment for all benefiting properties. Work that is not assessed includes the Interchange reconstruction, rehabilitation of the City's PRV on 80th Street, and the left and right turn lanes into Crestview Elementary and Park High School. The School District (ISD 833) had already contributed \$294,815.00 for the construction of the school turn lanes.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 9:07 p.m.
Motion carried: 5-0.

Minutes prepared by Judy Graf and Tamara Anderson.



City Council Action Request

7.B.

Meeting Date	12/17/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-11-05)		
Staff Recommendation	Approve the November 5, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-11-05 City Council Special Meeting</td></tr></table>	1.	2025-11-05 City Council Special Meeting
1.	2025-11-05 City Council Special Meeting		

MINUTES
COTTAGE GROVE CITY COUNCIL
COUNCIL CHAMBERS
12800 RAVINE PARKWAY SOUTH

November 05, 2025

Training Room - 6:00 P.M.

1. CALL TO ORDER
2. REGULAR AGENDA
 - A. *Mayor for a Day Speech*

Council and City Staff held a Special Meeting to honor Kinley Frankfurth, the esteemed Mayor for a Day. Ms. Frankfurth engaged with staff, gaining insights into their diverse roles and passions for public service. Ms. Frankfurth delivered a thoughtful speech and graciously answered questions from attendees.

3. Adjournment



City Council Action Request

7.C.

Meeting Date	12/17/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-11-19)		
Staff Recommendation	Approve the November 19, 2025, Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-11-19 City Council Meeting</td></tr></table>	1.	2025-11-19 City Council Meeting
1.	2025-11-19 City Council Meeting		

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

November 19, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on November 19, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order. *and said this meeting is being recorded by TrueLens Community Media. You can view City meetings live and replay them on Cable Channel 799, and the meetings are also streamed live and archived on Cottage Grove's YouTube channel.*

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

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

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He noted there was a sign-up sheet in the hallway and no one had signed up to speak. However, our County Commissioner, Karla Bigham, is here to share a few things with the Council. After she speaks, I'll ask one more time if anyone else wants to speak. Welcome.

Commissioner Bigham said thank you, Mayor and Council, Good Evening. Thank you, I'm going to be real quick because I know you already had a long meeting and you have a long agenda, but I just wanted to highlight a few things before the year closes out here:

- We are going to be reopening the Newport Transit Center because there is a bus line that now will be coming from Woodbury to the Newport Transit Center, out west to the airport and Mall of America. This is the first public transportation that we've been able to have here in the East Metro, going west towards the airport, which is big. I figured the residents of Cottage Grove, even though it's the Newport Transit Center, would want to know that that's going to be an option, and that starts on December 6, runs every hour from 6:00 a.m. to 8:00, seven days a week, and I really want to thank the Red Rock Corridor Commission and Council Member Garza, who serves on that, our local community partners, and, of course, the residents for their advocacy to get that access going. There is an open house at the Transit Center on December 10, from 4:00 to 6:00 p.m., so we hope people can join us.
- Another exciting expansion is our DARTS Circulator is now going to also be going into St. Paul Park and Newport, bringing folks to the shopping center hub here in Cottage Grove, and then also our library and Basic

Needs food shelf. So, it's just a way to meet the needs of that and you'll obviously probably benefit from some retail increases there.

- We also are undergoing an update to our Transit Needs Study, which should be done in early 2026, which will have a more comprehensive plan for transit.
- Obviously, with your support, the Park Grove Library will be undergoing a major renovation, and that starts in February, it'll be shut down for about a year. I wanted to announce that the Cottage Grove Armory will have some programming available that currently is offered by the library, and then the South Service Center in Cottage Grove will have some catalogs of books, and those will be rotated out.
- I want to talk about a couple food-related things. With the Food Scrap Program, we have 11% across both counties of people utilizing it: 12% in Washington County, ¾ of Washington County has the program rolled out, and the northern part will get that next year; 10% of Washington County homes are enrolled in it, so we really appreciate that. But being that the holidays are coming up, hosting, food, all that, go to foodscrapspickup.com and sign up, and we'll get you those bags, and you can participate in that program that is of no cost to you.
- I just wanted to remind folks that Christmas lights, mayor, and batteries should be properly recycled, and we can take those at our Recycling Center out there in Woodbury.
- I just wanted to note, too, it's been a big topic, is the SNAP Program that had been cut off, now its back on, and the Federal shutdown had an impact on a lot of our neighbors that have good insecurity. The Washington County Board appropriated \$250,000 to local food shelves: Both Friends in Need and Basic Needs received a portion of those funds, and the SNAP benefits were disbursed, but both Basic Needs and Friends in Need have been experiencing over a 30% increase in users, mainly first-time users. So, I just wanted to say that the needs and the pressure doesn't go away just because that program was turned back on.
- Finally, I know another thing that's very near and dear to the mayor's heart is the Holiday Train is coming on December 13, I know you'll talk about that, but that benefits the Friends in Need. So, I just wanted you to know that during these times, too, that the County's doing what we can and I know the communities are all hands on deck to help.

Commissioner Bigham said that actually was the last thing on my list, so thank you, I can take any questions if anyone has them.

Mayor Bailey asked the Council if there were any questions, none were asked. He told Commissioner Bigham I guess not, you covered it all.

Commissioner Bigham replied thank you so much; Mayor Bailey said thank you, take care.

Mayor Bailey checked one more time to see if anybody else wished to speak on Open Forum. As no one else wished to address the Council, Mayor Bailey closed Open Forum.

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. Public Safety Board K9 and Equipment Donation

Staff Recommendation: 1) Accept and approve the donation of the dual-purpose police dog (canine) purchased from Police Service Dogs, Inc. with the value of \$15,667.00. 2) Accept and approve the donation of the 7' x 14' concrete slab, purchased from Schultz Enterprises LLC, with a value of \$3,000.00. 3) Accept and approve the donation of the 6' x 12' enclosed kennel, purchased from Midwest Fence, with a value of \$1,665.00.

Mayor Bailey said our Director of Public Safety, Pete Koerner, is going to take us through this, and Council, I think we'll join them down in front of the dais. Mayor Bailey said why don't we get the Public Safety Board up here to join us.

Director Koerner said Commissioner Bigham, if you would like to, you were kind of part of the whole thing way back, but that does mean you need to make a financial donation at some point, too. All kidding aside, thank you, Mayor and Council, for allowing me to have just a couple moments with you here.

As Commissioner Bigham had just mentioned, I know it's been a long day already, you guys were here at 7:30 a.m. for EDA. Tonight, we're just going to recognize our Public Safety Board, and as you're aware, through all of our conversations this year, through budget, we kept talking about adding an additional patrol dog; currently, we have two, so they're great for apprehension, they're great for searches, they've been a really good public relations tool, and also with just recruitment and retention. When officers want to come here, they want to know there are opportunities, so a K9 program is one of the big things. The dogs are not cheap, and with that, since we first started our first one, it's been the Public Safety Board that has been kind of the driving force behind the donations, raising money for us, getting grants, and everything. So, their continued support has been incredible.

When we came to them, when we got Blitz, I think he was probably \$5,000 or \$8,000; now, for a new K9, we paid just under \$16,000. So, with this presentation, some of these things we've already purchased, we're getting ready for the snow, we already put the kennel and the slab in at our handler's home. Officer Sydney Whelan is the one who was selected through our process this year, and we had to send money for the dog. Just after Thanksgiving, Sydney will take possession of the dog, but she doesn't start the academy through the St. Paul Police Foundation, who does the K9 training, until sometime in January. So, we will have the dog here to introduce, but I want the dog to at least get acclimated to Sydney so we won't have any "mishaps" here at a Council Meeting or whatnot. Everyone laughed.

Director Koerner said with that, I would ask that Council accept this donation, and we'd like to present the check for just over \$20,000.

Mayor Bailey said fantastic, look at this, thank you! Everyone applauded. Mayor Bailey asked Julie Rice, Public Safety Board President, if she'd like to speak, to which she replied yes.

Julie said first of all, thank you everybody, and a lot of our fundraising efforts come from Cottage Grove and some surrounding community cities. So, the K9 dog is also part of the community, and that's what we're here for is to raise funds so that we can purchase unbudgeted items for the Police, Fire, and EMS. So, with the K9, I'm sure it might have been used the other night, one of the dogs probably was out searching, which Director Koerner confirmed. They're very special for our force, we really need them, so purchasing another K9 has always been official for the community and for the officers. So, thank you, community, thank you, Board, thank you, City Council, thank you, Chief.

Director Koerner replied thank you.

Mayor Bailey said fantastic, and I'll throw in there, too, obviously, thank you to the Public Safety Board and all the citizens that have helped with the fundraising and making this happen. You know, you mentioned about the officers, too; now that we'll have more K9s, if you will, spread throughout all the different shifts, actually the mental health and wellness of our officers is going to be better instead of somebody working all night and then getting a call in the day where they need to take the dog out. So, I mean, all of those things are benefits, too, the health and safety of our officers also is a big plus in adding this additional K9. Mayor Bailey said on behalf, I think from all of us here, even our County Commissioner Bigham, she was the one that helped get the K9 program up and running again, I just wanted to say thank you. Thank you all again, keep up the great work. We do truly appreciate it, this means a lot to the community.

Julie said on the Hometown Holiday, we're also going to be selling our plush dogs, you can see them throughout the windows and in the main office. We sell them, and that's part of our fundraising efforts, along with the police patches and challenge coins. We've also done a few other little things, so I'm going to be doing a Bunco Tournament at Broadway Bar in St. Paul Park in a couple weeks. So, if you want to come down and learn how to

play, donations are accepted under a guideline through gambling, so it's not termed donation, it's "appreciation acceptance," so thank you.

Mayor Bailey said let's give them a round of applause again for this, this is amazing, and everyone applauded. Photographs were then taken with the Public Safety Board, the check, Mayor Bailey, and all of the Council Members.

Motion by Council Member Olsen to accept and approve the donation of the dual-purpose police dog (canine) purchased from Police Service Dogs, Inc., with the value of \$15,667.00; second by Council Member Thiede. Motion carried: 5-0

Motion by Council Member Thiede to accept and approve the donation of the 7' x 14' concrete slab, purchased from Schultz Enterprises, LLC, with a value of \$3,000.00; second by Council Member Garza. Motion carried: 5-0.

Motion by Council Member Clausen to accept and approve the donation of the 6' x 12' enclosed kennel, purchased from Midwest Fence, with a value of \$1,665.00; second by Council Member Olsen. Motion carried: 5-0.

Mayor Bailey said again, thank you to the Public Safety Board and all those that contributed to the next K9 for Cottage Grove.

- B. Proclamation - 2025 Small Business Saturday
Staff Recommendation: Proclaim November 29, 2025 as Small Business Saturday.

Mayor Bailey said he asked Council Member Clausen to read the proclamation aloud, it's hard to believe we're just over a little week away from Thanksgiving; so, he turned it over to Council Member Clausen.

Council Member Clausen replied thank you, mayor, I have a proclamation for 2025 Small Business Saturday for November 29, 2025, and he read aloud the proclamation.

Motion by Council Member Clausen to proclaim November 29, 2025 as Small Business Saturday; second by Council Member Thiede. Motion carried: 5-0.

Mayor Bailey said shop local, that's the main thing.

7. CONSENT AGENDA

- A. Approve the October 15, 2025 City Council Regular Meeting Minutes.
- B. Approve the September 8, 2025 Parks, Recreation, and Natural Resources Regular Meeting Minutes.
- C. Accept and place on file the minutes from the June 10, 2025 meeting of the Advisory Committee on Historic Preservation.
- D. Receive the response letter to the Open Forum question on November 5, 2025.
- E. Receive the response letter to the Open Forum question on November 5, 2025.
- F. Receive the response letters to the Open Forum questions on November 5, 2025, regarding Nelson Backwaters Final Environmental Impact Statements.
- G. Approve Resolution 2025-159 approving the Business Licenses listed in Attachment A.
- H. Approve the issuance of rental licenses to the properties listed in the attached table.
- I. Accept the grant in the amount of \$2,000.00 from the Minnesota Chiefs of Police Foundation Community Partnerships Grant Program.
- J. Authorize agreement with Front Burner Sports and Entertainment for naming rights and sponsorship services at the Cottage Grove Ice Arena.
- K. Authorize beverage agreement with Pepsi Beverages Company for services at the Cottage Grove Ice Arena and River Oaks.

- L. Authorize staff to purchase a Zamboni 546 Series Ice Resurfacer from Zamboni Company USA, Inc. under the Sourcwell Contract for the amount of \$157,638.43.
- M. Authorize purchase order for Toro ProCore 648 Greens Aerator for the amount of \$40,602.81 under 2025 State Contract pricing.
- N. Authorize Parks and Recreation to advertise and sell surplus property on MNBid, K-Bid, or Cranky Ape.
- O. Adopt Resolution 2025-164 to allow the proposed improvements to the John P. Furber House located at 7310 Lamar Avenue South.
- P. Approve the Professional Services Agreement between the City and Medicine Wood, Inc. to occupy and make improvements to the Old Town Hall, located at 9550 Islay Avenue South.
- Q. Adopt Resolution 2025-167 supporting the City's Local Road Improvement Program grant application for the County 19A/100th Street Realignment Project.
- R. Approve Feasibility Report and Call for Public Hearing for the 80th Street (TH61 to Ideal Avenue), East Point Douglas Road (80th Street South to T-intersection), and TH61/80th Street Interchange Rehabilitation Project.

As none of the Council Members wished to pull any Items on the Consent Agenda for further comment and/or discussion, Mayor Bailey said he'd look for a motion to approve.

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

8. APPROVE DISBURSEMENTS

Staff Recommendation: Approve disbursements from 10-31-2025 through 11-13-2025 in the amount of \$4,060,977.28

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

11. REGULAR AGENDA

- A. Tobacco Violation - Giza, Inc. (DBA: MoonSoon Tobacco), 7584 80th Street South, #201
Staff Recommendation: 1) Allow a business representative from Giza, Inc. (DBA: MoonSoon Tobacco) to respond to the City Council regarding the underage sale of tobacco, a compliance check violation on October 28, 2025. 2) Adopt Resolution 2025-170, imposing the scheduled penalty for the first violation in a 36-month period, a \$300.00 fine.

Mayor Bailey said our Director of Public Safety, Pete Koerner, will walk the Council through this one.

Director Koerner said thank you, Mayor and Council. Tonight, we have two Tobacco Compliance Check Violations to talk to you about. They're listed as two different items, but I'll try to get through this relatively quickly with what the procedure is; all of you have been a part of violations, whether it's alcohol or tobacco, in the past, so I'll just do a couple quick reminders. With the tobacco checks, we do them twice a year, it is in our Ordinance, and we have our whole Compliance Team, led by Sergeant Mike McCormick, and we have some Compliance Check Officers that make sure they follow the same procedure every time.

Recently, on October 28, 2025, we did our Tobacco Compliance Checks in all of Cottage Grove with all the license holders, and we had two violations.

The first one I'll talk about is MoonSoon Tobacco, and this is their first Compliance Check Violation in a 36-month period. So, just to kind of remind you, our decoys were given specific directions on where to come, how to look, how to dress, everything. So, we're not out to trick people, they're not to lie to people, and they're all kind of listed here, they have to tell their real age if someone asks how old they are and to present a real driver's license or instructional permit. With that, we review it, we take pictures, so basically, we collect evidence, it's a police investigation that these can ultimately become. They're given money, they go into the business, and their directions are basically go into the tobacco shop and ask for a certain product. As you can see, it used to be they'd ask for a pack of Marlboros or Lucky Strikes, and now the younger ones ask for Zyn and all these other products that I really don't even know what they are, but I know that you have to be 21 to purchase.

Here is just a quick reminder of what our identifications look like in the State of Minnesota: As you can see, it's a portrait when they're under 21, and it is marked Under 21, so there really should be no confusion if they ask for identification. The other picture shows the 21, and that's landscaped. So, as you can see, there's a difference. You don't even have to do the math if you look at it, it tells you right on there that they're under 21.

For this first violation we'll talk about, you were given a copy of the police report in your packet if you had a chance to review that. We conducted these on October 28, 2025, and with this one, the decoy went in, went up to the counter, and a transaction was completed. The decoy purchased Zyn pouches, and those are like a smokeless pouch but they contain nicotine, and you have to be at least 21 to purchase those. The decoy asked for the product, the employee asked for the driver's license, and this decoy actually provided an instructional permit, which is the same as the other, it's the portrait style. The employee did not ask for an age or additional questions, and then completed the transaction.

Our decoy went outside and told the officers that they were just sold the product, and our officers went into the store. With this one, she just said there was confusion when she tried to do the math or something on the year, but with that, she was told she was going to receive a citation for selling tobacco, and the violation letter was sent to the license holder.

With that, I'll turn it over for a recommendation, but we can let the license holder come up, too.

Mayor Bailey said okay, so first, Council, are there any questions for Director Koerner, none were asked. Mayor Bailey asked the license holder if she'd like to come up and speak. He asked her to please just state her name and address for the record.

Wanda Fleur, I live at 2581 5th Avenue East, North St. Paul, Minnesota, 55109. On the night in question, the individual was a new employee, she'd only been working a couple weeks. She was trained and I have explicit things they have to follow up at the register, that they have to scan all IDs; and I understand she also told the officer that we didn't have a scanner, which is untrue. She was trying to get out of it herself. Immediately that night, she was let go, I finished her shift, and I took care of everything. But we do have the scanning in place. I have reiterated with every one of my employees and I remind them every two weeks, I'm messaging all my employees saying, hey, don't forget to ID. You have to scan every ID. If they don't scan, be sure you check it well. So, we have taken care of that situation and have put more rigorous training and stuff in place so that it doesn't happen again.

Mayor Bailey replied okay. Council, any questions?

Council Member Olsen said thank you for being here, first of all. Ms. Fleur replied yeah. We appreciate it. Sometimes people just don't even show up, so it's nice to have a representative from the business here. Ms. Fleur replied, we're very proud of our store, so. Council Member Olsen said so, I have a couple questions for you. How long has this business been in business?

Ms. Fleur replied I believe the business has been there three years, but I've only been managing it for a year, just over a year.

Council Member Olsen said okay, so, three years under this name, so then this is the first violation in that three-year timeframe. Okay, that's good to know. Secondly, commendable that you, as the leader of the business, took care of the situation, informed the employee they no longer had a position with you, stepped in to finish the shift. I

happen to be a retail person myself, as does the mayor, and so, we know that sometimes, no matter how many times you remind people and teach people and coach people, their behavior doesn't always sync up with the training they've received. So, I'm glad to hear that you took firm and quick action.

The last question I have for you is you said they have been trained. What does your training look like?

Ms. Fleur replied I am in store with every new hire for two days, two full shifts, and then they also train with the people that are working in the store for another three-to-five days before they're allowed to be on shift alone. None of my stores have two people on at the same time; we're always just a one-person store, so until we're very comfortable that they understand and they're doing things the proper way and they were. The training, she was scanning the IDs as she was supposed to, so.

Council Member Olsen said okay, so your training is more like shoulder to shoulder, as opposed to say electronic-based training where you actually go through a series of modules and you have.

Ms. Fleur replied no, all of ours is hands on, in store, right there with the customers and anything that comes up; and they also know if there are any questions, they can call me at any time.

Council Member Olsen said okay. Do the tobacco vendors work with you on anything? I know some of them also have some training programs in place. I'm just curious if they bring those to you to potentially take advantage of theirs.

Ms. Fleur replied I personally don't know of any, but the owner might.

Council Member Olsen said okay, good enough. Well, again, thanks for being here, glad to hear that you took quick and decisive action. I appreciate that. Thank you.

Mayor Bailey asked Council if there were any other questions, and none were asked. He thanked Ms. Fleur for showing up tonight and sharing what you managed with the situation.

Motion by Council Member Garza to Adopt Resolution 2025-170, imposing the scheduled penalty for the first violation in a 36-month period, a \$300.00 fine; second by Council Member Thiede. Motion carried: 5-0.

- B. Tobacco Violation - Hy-Vee, Inc. (DBA: Hy-Vee Wine & Spirits), 7280 East Point Douglas Road
Staff Recommendation: 1) Allow a business representative for the Hy-Vee Wine & Spirits to respond to the City Council regarding the underage sale of tobacco, a compliance check violation occurring on October 28, 2025. 2) Adopt Resolution 2025-169, imposing the scheduled penalty for the first violation in a 36-month period, a \$300.00 fine.

Mayor Bailey said Pete, our Director of Public Safety, will also take us through this one.

Director Koerner said yes, and I'm not going to go through the procedure and everything for you on this second one, but Council Member Olsen you asked a good question about different provided trainings as well. I will say that Washington County Public Health also sends out and they do training a couple times a year; we do one right at the Service Center, and our Compliance Officers will participate in that. So, there are other opportunities, too, and then they go over some of the online programs that are available. Council Member Olsen replied thank you.

With that, the other violation I have is Hy-Vee, it's actually Hy-Vee Wine & Spirits, at their liquor store. Like the other one, the police report is in your packet, and when we did these on October 28, 2025, we had the same procedure: A decoy went up to the counter and the transaction was completed. In this case, the decoy purchased VELO, 7 mg. nicotine pouches. The decoy asked for the VELO, an employee sold it and gave them change from the purchase, completing the transaction. The employee did not ask for age or for identification. In this case, the decoy I believe was 16 years of age.

After they made the sale, the decoy went outside, and the officers went inside the business, I believe it was Officer Foster and Officer Lemay. When they talked to the employee, at that time, she said that the scanner was having problems with their point of sale, and just said, I guess I need to do better. So, there weren't a lot of excuses, she knew she should have done the ID. With that, the employee was told she was going to be receiving a citation for Selling Tobacco to a Person Under the Age of 21, and a violation letter was sent to the license holder.

Director Koerner said we do have a business representative here tonight as well.

Mayor Bailey asked if the Council had any questions on this one for Pete, and none were asked. He asked if the owner was present and if she wanted to come up and speak to the Council. He asked for her name and address for the record, please.

Alicia Egan, W12259 555th Avenue, in Prescott, Wisconsin.

Mayor Bailey asked her if there was anything she wanted to share on this situation.

Ms. Egan replied yeah, there is no excuse for it. The scanner was working fine that day, there was no attempt to scan an ID or ask for an ID by the employee. Unfortunately, it was just an employee who didn't care; I mean, that's the only thing I can get out of it because the employee was properly trained, the employee knew what to do, and the employee had been doing that all the way up until that point. When I watched videocamera footage, the employee was like, oh, in their position, so. So, no excuses, it shouldn't have happened.

Mayor Bailey said I'm maybe going to turn to Council Member Olsen because I'm assuming you probably have the same questions.

Council Member Olsen said yeah, thank you. Now, again, I appreciate that you're here, that says a lot, and I also appreciate that you took swift and decisive action, that also says a lot about the degree of seriousness of the offense. But I am curious, newer employee, long-term employee? What did their training look like?

Ms. Egan replied it was a rehire, a person who had previously worked with us, but didn't work at the liquor store, so they weren't selling anything. They had been back with us I believe a month. They'd gone through all of our training, and our training is online based and on hands, or side by side with an employee and a manager. They were well trained. Our computer systems don't allow you to sell tobacco to anybody without scanning an ID or entering a date, so they bypassed all the procedures.

Council Member Olsen asked isn't that frustrating? Ms. Egan replied it is.

Council Member Olsen said yeah, I deal with it, the mayor deals with it, we completely understand, but again, I'm glad to hear that you took the sort of action that you did. I think that sends a message to the rest of the team that this is serious, and we invest in you and your training, and we expect you to execute at the time of sale to the degree that the company has training you. So, much appreciated, sorry that happened to you, but it sounds like you've taken good care of it, so, thank you.

Mayor Bailey asked if there were any other questions for Ms. Egan, and none were asked. Mayor Bailey said thank you to Ms. Egan, thanks for coming in tonight.

Motion by Council Member Clausen to Adopt Resolution 2025-169, imposing the scheduled penalty for the first violation in a 36-month period, a \$300.00 fine; second by Council Member Olsen. Motion carried: 5-0.

Mayor Bailey asked Director Koerner if I saw right, I think in our Weekly Update, we just finished up doing Alcohol Compliance, is that correct? Director Koerner replied yes.

Mayor Bailey asked and we were 100%? Director Koerner replied 100% compliance, it was great.

Mayor Bailey said for the Hy-Vee there, so very, very nice to see that, so kudos. Director Koerner said it makes our job easier, too. Mayor Bailey said we don't like you guys having to come here to have these discussions with us, so thank you for showing up and working hard to make sure it doesn't happen again. Thank you.

C. Real Estate Equities Apartment Project

Staff Recommendation: 1) Adopt the Development Agreement with Cottage Grove AH I, LLP, for the Real Estate Equities Apartment Project. 2) Approve the Local Affordable Housing Aid Agreement with Cottage Grove AH I, LLP (Real Estate Equities), substantially in the form presented. Final approval and execution of the Agreement is strictly pending review and approval by both the City Attorney and the attorney for Cottage Grove AH I, LLP. 3) Approve Resolution 2025-160 authorizing the issuance, sale, and delivery of its Multifamily Housing Revenue Bonds (Hadley Ridge Apartments Project), Series 2025ABCD; approving the form of and authorizing the execution and delivery of such obligations and

related documents; providing for the security rights and remedies with respect to the obligation; and granting approval for certain other actions with respect thereto.

Mayor Bailey said I believe Brenda Malinowski, our Finance Director, is going to take us through this one.

Director Malinowski said Mayor, Members of the Council, I am going to, as the mayor had said, walk you through this Real Estate Equities. Tonight, there are three items that you'll be acting upon: First, the Development Agreement, the LAHA Agreement, and then finally, the Housing Revenue Bond Allocation.

First, here's the Site Plan for the project. It is down on 100th Street and Hadley Avenue, in the southwest corner of the City. Project details: It's 164 apartment units, it's the affordable housing, and there on the screen is that affordability that is in that project: There are 3 units at less than 30% AMI, 15 units at 31-50% AMI, 122 units at 51-60% AMI. On the screen there is showing at 60% AMI what those income levels would be here in Washington County in 2025, to give you an idea on that. There are 30 1-bedroom units, 88 2-bedroom units, and 46 3-bedroom units.

Previously, you had approved the Site Plan review, the Comprehensive Plan Amendment, and the Zoning Amendment, that was back in June. Before you tonight is the Development Agreement, that hadn't been brought forth in June in order to give the City and the developer time to work through that Agreement, so that is on the agenda for tonight.

Also tonight is the Local Affordable Housing Aid Agreement, we like to call that LAHA. In 2023, the State dedicated ¼% in the 7-County Metro Area for LAHA, in order to develop and preserve housing. And, so, this project with Real Estate Equities meets that criteria. When the developer had come in previously, they had requested a Housing TIF District, and now that these LAHA funds are available, it allows that Tax Capacity from that project to go back on the tax roles quicker, and we're able to then fund the project. In June, you had supported the use of LAHA in the amount of \$785,000; however, due to an increase in construction costs and taxes, there was a request to increase the amount of the LAHA funding.

Also since June, we received our 2025 amount that we'll receive for LAHA, and so we're receiving more than we thought in June; so, we're able to offer for LAHA on this development the \$916,000. Remember that amount, it is supported by the financial analysis that was done by our municipal advisor, Ehlers, and so we just didn't hand out these funds; they had to demonstrate that there was a need for that, and they did do that. If 2026 would be less than what we're anticipating, that \$916,000 would be reduced by that amount. These LAHA funds will be sent out as a loan, and it'll be a forgivable loan in 15 years if the criteria, specifically the affordability criteria, is reported and is in compliance for that 15-year period.

The third portion that you'll be approving this evening is the Multifamily Revenue Bonds, that's that conduit debt we've been talking about. We had that in front of you, and you'd authorized the bond issuance amount of \$50 million, so, tonight is the execution of that. The reason that developers that have these sorts of projects, the public projects, affordable housing, they have lower interest rates for the developer and lower issuance costs, and then we receive an issuance fee here at the City. It's important to remember that these bonds aren't our liability, they're not on our books, they won't affect our AAA Bond Rating, and it's not a moral obligation of the City. We are just acting as that conduit between that lender and that borrower on this. The project costs are about \$56 million, and the resolution that you're approving tonight is for that maximum bond issuance amount of that \$50 million.

Director Malinowski said with that, the recommendations are on the screen, and I am happy to answer any questions.

Mayor Bailey said all right thank you. Council, any questions for Brenda at this point? None were asked. Mayor Bailey asked the applicant if he wanted to say anything.

Good Evening, Mayor, Members of the Council, thank you for having me tonight and considering these items. All I want to say is I think we've been working on this since May of last year is when we had our initial Council Workshop; and there have been a lot of different, as you see, things to work through with staff and the Planning Commission and everything. I just want to say thank you for everyone at the City for working on this project with

us; these affordable housing developments take a village and take a long time to put together, so I just want to say thank you for all the work that the staff has done to support this development.

Mayor Bailey said sounds good, I didn't have you state your name and address for the record.

My name is Blaine Barker, with Real Estate Equities, the developer, owner, and property manager, office at 579 Selby Avenue in St. Paul.

Mayor Bailey said fantastic, thank you.

Mayor Bailey asked the Council if there were any questions for Mr. Barker, and none were asked. Mayor Bailey said all right, thank you, appreciate you coming to this meeting.

Motion by Council Member Thiede to Adopt the Development Agreement with Cottage Grove AH I, LLLP, for the Real Estate Equities Apartment Project; second by Council Member Garza. Motion carried: 5-0.

Motion by Council Member Garza to Approve the Local Affordable Housing Aid Agreement with Cottage Grove AH I, LLLP (Real Estate Equities), substantially in the form presented. Final approval and execution of the Agreement is strictly pending review and approval by both the City Attorney and the attorney for Cottage Grove AH I, LLLP; second by Council Member Olsen. Motion carried: 5-0.

Motion by Council Member Clausen to Approve Resolution 2025-160 authorizing the issuance, sale, and delivery of its Multifamily Housing Revenue Bonds (Hadley Ridge Apartments Project), Series 2025ABCD; approving the form of and authorizing the execution and delivery of such obligations and related documents; providing for the security rights and remedies with respect to the obligation; and granting approval for certain other actions with respect thereto; second by Council Member Thiede. Motion carried: 5-0.

Mayor Bailey said the only question I might have for you real quick is do you have a date where you're going to start construction? I know this project's pretty big, so it's going to take a little time if you want to just share with the public at this point; I know there have been people asking.

Mr. Barker said yes, thank you, mayor. We expect to close on all of the financing by the end of the year, and start in early 2026, and then expect to finish construction late spring/early summer of 2027.

Mayor Bailey said okay, sounds good, thank you.

12. COUNCIL COMMENTS AND REQUESTS

Mayor Bailey said I think we'll start with the presentation, so I'm going to have Phil Jents, Communications Manager, pop this up. So, for those of you who are maybe watching at home, we'll have one more Council Meeting like the day before one of our holiday events that we're going to be having in Cottage Grove. So, we thought this evening as part of Council Comments and Requests, is to talk briefly about these events that are coming right down the road here in the next few weeks over the next month for some of the neat events that are going to be happening around town. We'd love to have you come out and help participate, have some fun with us in a lot of these events, and this is just a few events; there are many more events happening throughout the Cottage Grove community, and I encourage you to get active and get engaged out there with friends and family. What we'll do is we'll start with I believe it's going to be Council Member Clausen, who is going to take us through the first item here, which is just about a week away.

Council Member Clausen said Hale to the Bird, November 27, I remember this starting 15 years ago, and it started with two families that started a race on Thanksgiving morning, and it has now grown to I think 500-to-600 people, I think it might be that many. If you run in this 5K race, the proceeds go to the Friends in Need Food Shelf, and they also work with the CPKC Holiday Train, which is going to come up in a minute, but that's next week, on Thanksgiving.

Mayor Bailey said so, November 27, at 9:00 a.m. at Hamlet Park, and I believe there is some information out there, and I see that active.com is where you can register if you are interested. Council Member Clausen said thank you, mayor. Mayor Bailey said I do remember, too, the very first time because they had me in a big, black top hat, to pardon the turkey, and it did happen, so.

Council Member Thiede said the kids just gobble that up, don't they? Mayor Bailey said I didn't set that up.

Mayor Bailey said so, Council Member Olsen, we've got a couple Santa events.

Council Member Olsen said well, thank you very much, mayor. I'm very excited to announce that again this year you will have the opportunity to bring your family to the Cottage Grove Lions Santa Breakfast at the VFW. This year it is on December 7, and it runs from 8:00 a.m. to Noon, again at the VFW Red Barn, which is located next to Walmart, 9260 East Point Douglas Road South. This is put on by our Cottage Grove Lions Club, of which I am a proud member. The price to participate is \$12 for adults, \$8 for kids, and that includes a full breakfast. We'll have Santa and Sparkles the Elf there as well, we'll have all sorts of games, giveaways, and prizes. The kids when they come in, they actually get to register for some of the giveaways, and we have some pretty nice things to give away this holiday season. So, I hope you can come and attend that.

Then, right about the time that you just start getting hungry again, after that big breakfast, you'll get to go to River Oaks for their Santa Brunch, which is December 21, 9:00 a.m. to Noon; this is at the River Oaks Municipal Golf Course, 11099 Highway 61, right across from Zywiec's. It's \$25 for adults, \$18 for kids 6-to-12, free for kids under 5. There are sleigh rides, there's the big North Pole breakfast, there are photos with Santa Claus, and a whole bunch of other things. I know the mayor likes to take his grandkids to both of these events, so you'll probably get a chance to mingle with the mayor as well, which is well worth the price of admission. So, I hope we'll see you at both. Have a great holiday season, everyone.

Mayor Bailey said and the one thing I really like about it this year is that there's actually a separation between the two, not like only on one weekend. Council Member Olsen said we've made that mistake in the past, and we try to avoid it.

Mayor Bailey said now we'll move to Council Member Thiede and we have the Hometown Holiday in Cottage Grove.

Council Member Thiede said yes, the Hometown Holiday in Cottage Grove, on December 4, from 5:00 to 7:00 p.m., at the City Hall here, at 12800 Ravine Parkway. You'll have to come and join us for fun evening activities: Santa and Mrs. Claus will be there, wagon rides from parking lots, live reindeer, maybe even Rudolph, games, and activities, food trucks, the Park High School choir. It's always a great time, and sometimes it's been a little bit chilly, but then you've got your hot drinks and everything else. So, it's just been a great time, and I think this is the fourth year.

Council Member Olsen asked Kori, don't you guys come with some of the hot chocolate and different things? Attorney Land replied this year, your honor, members of the Council, our firm is sponsoring, so we provided the donation for the cookies, but I will do my very best to help the cookie table; because, as you know, that's a very important table. Council Member Olsen replied it is, thank you.

Council Member Thiede said excellent. Mayor Bailey told Attorney Land I thought you were going to say taste test the cookie table. Council Member Thiede said, well, that too.

Mayor Bailey said awesome, and that's here at City Hall, and that's coming soon.

Mayor Bailey said and Council Member Garza, we also have something that's pretty neat that happens in Cottage Grove for many, many years now. I'll kick it over to you.

Council Member Garza said yes, I am glad to share that Cottage Grove has the fun Holiday Lights Tour, that happens every year here. Registration opened on November 12, so I would say if you haven't gotten registered for your lights, get on there and get them registered. The map will be out for your availability on November 26, and up until December 15, they'll be adding new addresses. So, if you are a little bit later in getting your lights up, you still can get on that registration map by December 15. But we do an amazing display in our City, so if you haven't gone and rode around the City to see all the lights, it is a beautiful display, and it's so nice to go and hang, so I'm looking forward to it.

Mayor Bailey said absolutely, and I'm already seeing some pretty nice ones out there already, they're lit up already. Council Member Garza said my neighbor's. Council Member Olsen asked Mayor Bailey how are yours coming along? Mayor Bailey replied they're coming, I'm hoping to be ready, well for sure by Thanksgiving, but this weekend I'm going to be very busy, so. Council Member Olsen said it's going to be nice out. Mayor Bailey said yes, I know, it's supposed to be nice, that's why I'm happy about that.

Mayor Bailey said I'm going to finalize it, not that this again is the only thing, but it is a big, big event here in Cottage Grove for many, many years, and that is the CPKC Holiday Train, which will arrive here in Cottage Grove on December 13, which is a Saturday, by the way; it's from 3:30 p.m. to 6:30 p.m., and it's down on West Point Douglas Road, near the Youth Service Bureau. As you noticed, or I should say it's on the screen here, this is the 27th year that they've been in Cottage Grove, and I always like to throw a couple kudos to our community and the surrounding communities because we're one of the largest stops of all of the train stops across the United States. We're also one of the largest stops for fundraising. I will mention to you that the goal that they've shared with me for this year is \$125,000, and again, that is specifically going to the Friends in Need Food Shelf, which supports all of the area families, not just Cottage Grove, but St. Paul Park, Newport, and Grey Cloud. You can come as early as 3:30 p.m., there will be things to do, a warming tent, there's music. I'm assuming there's going to be glowsticks and all that again, snacks to eat, there are food trucks. Again, of course the train pulls in, usually around 5:15 p.m., I believe is when they usually try to get in there, and Dave's got his shirt on if you can see that; the idea here, though, is it's a fun event, bring the family. If you've been here, people do come every single year to these different events. If you haven't been to the Holiday Train and see it coming down the tracks, and looking at the faces of the kids when they get to see Santa and everybody else there, and the lights that they do, kudos to CPKC for doing this; they didn't have to do this, they do it and they always present a significant check to the Friends in Need Food Shelf when they're here, too. So, we do appreciate them and am looking forward to this huge event and looking forward to seeing all my Council colleagues and our City staff. Let's see if we can, hopefully it'll be a good weather day, and if it is, let's just completely fill up that area down there. The last thing I'll mention, other than the fundraising goal that they've got, is there will be places down there for you to bring cash, there will be people with buckets that will be secured. Then, if by chance you wanted to donate things other than money, they do recommend you do paper products, like toilet paper, paper towels, essentials that maybe are not something you always think about getting at a food shelf, toothpaste, things like that. So, if you do have some of those things, if you want to donate those, you can obviously bring those and donate them there also at that time.

Council Member Olsen asked what about parking, mayor? Where are people supposed to park for this?

Mayor Bailey replied great question: There will be wagons that will be carting people back and forth, whether it's down by the Park and Ride, which is down there along West Point Douglas Road. I also know that people park up by the Armory, up by the 80th Street Crossing, All Saints Lutheran Church. So, there are plenty of places to park, and there are ways to get down there, so I encourage everybody to join in, and let's all celebrate this holiday season together.

Mayor Bailey said with that, we will go back real quick to see if there was anything else Council wanted to present this evening.

Council Member Clausen said I had a note to talk about the new bus route, but Commissioner Bigham talked about that. So, that's all I had tonight, I'm happy to see that we're finally getting some more transportation in South Washington County. That's it, thanks. Mayor Bailey said I agree, absolutely.

Council Member Olsen said I want to remind everybody that it is Give to the Max Day tomorrow, Thursday. The Give to the Max website for Minnesota has been open for several weeks, but tomorrow is technically the day, and if you are looking for an opportunity to make your annual charitable donations, Give to the Max Day is a really great time to do that. You can go to the givemn.org website, and there's a little search engine there where you can search for nonprofits in the area that you may want to support. I would encourage everybody to take a look at Friends in Need Food Shelf, which is listed, Basic Needs of South Washington County is also listed, the Youth Service Bureau is another very good charitable organization that's listed. This is an opportunity to take advantage of matching funds in many cases; for some folks, their business will also match their funds. For example, if you work for an organization like mine, and you make a charitable donation, my company will match 50 cents on the dollar, up to a certain dollar amount, and this web engine will allow you to seek whether or not your company plays a role in that or not. Again, Give to the Max Day, the need is great. As you heard Commissioner Bigham say earlier, there's about a 30% increase in need for those who are dealing with food insecurity this holiday season, and it's our obligation, as they're friends

and neighbors, to make sure that everybody has a happy and healthy holiday. So, if you can even give a few bucks, please take the time to do that. Again, that website is givemn.org.

Council Member Thiede said yeah, I'll mention something. I did do the November Council Update today, and talked about this a little bit, too, but with the potential of snow, we're kind of getting into that season, and so I mentioned about the snowplows and they're all getting ready and everything. Just to remind people that there is an overnight parking ban from 2:00 a.m. to 6:00 a.m., and anytime it snows, you want to keep the car out of the road. Otherwise, the plows have to go around it, and it creates a mess. And even though they're very, very good drivers, I'm not sure I'd want to take the chance of getting the old vehicle dinged up, right?

Also, another point that we were talking about is that the garbage cans, some people put them in the street; well, that actually gets in the way of the snowplows, also, and those fantastic robotic arms on the garbage trucks can actually reach five feet into the driveway. So, even if you put them all the way kind of to the edge of the driveway so that you don't back out in the morning and run into them or something like that, so keep them off the street so that the plow drivers have a clear path there, too, so they can continue to do the excellent job that they've been doing over the years.

Mayor Bailey said fantastic. I think Ryan and his team are happy that you brought that up, so, there you go.

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

Mayor Bailey said all right, same here. The only thing I'm going to ask only because it's related to the holidays, our Public Works Director, Ryan Burfeind, when do the holiday pole lights go up?

Director Burfeind replied they will up the day after Thanksgiving.

Mayor Bailey said there you go, so you'll see our decorations around the community on the streetlights and our business areas around the day after Thanksgiving. So, I just wanted to mention that to the public.

Mayor Bailey said we do have a Workshop, which is Closed to the Public. Just so everybody knows, we will be conducting a Performance Evaluation of Jennifer Levitt, our City Administrator. We will be closing that Workshop, pursuant to Minnesota Statute 13D.05 Subd. (3)a, in the Conference Room. So, after we're finished with that, we will then adjourn this meeting from there.

Everybody please have a wonderful and safe Thanksgiving, and I'm looking forward to seeing everybody at the holiday events or maybe shopping around after Thanksgiving. Take care everyone.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC

A. Performance Evaluation - Jennifer Levitt, City Administrator

Staff Recommendation: Close the meeting pursuant to MN Statute 13D.05, Subd. (3)a to conduct a performance evaluation of City Administrator Jennifer Levitt.

Motion by Councilmember Olsen to close the meeting at 8:03 PM. Seconded by Councilmember Garza. Motion by Councilmember Olsen to open the meeting. Second by Councilmember Garza at 8:54 PM.

15. ADJOURNMENT

Motion by Council Member Thiede, second by Council Member Olsen, to adjourn the meeting at 8:55 p.m.

Motion carried: 5-0.

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



City Council Action Request

7.D.

Meeting Date	12/17/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Closed Meeting Minutes (2025-11-19)		
Staff Recommendation	Approve the November 19, 2025, City Council Closed Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-11-19 City Council Meeting (Closed)</td></tr></table>	1.	2025-11-19 City Council Meeting (Closed)
1.	2025-11-19 City Council Meeting (Closed)		

MINUTES

COTTAGE GROVE CITY COUNCIL

November 19, 2025

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING (CLOSED) – 5:45 P.M **St Croix Room**

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a special meeting on November 19, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 5:45 p.m.

Present: Mayor Bailey-Here; Council Member Garza- Here; Council Member Olsen-Here; Council Member Clausen-Here; Councilmember Thiede – arrived at 5:48 PM.

Others Present: Jennifer Levitt, City Administrator; Kori Land, City Attorney-LeVander, Gillen & Miller, PA; Emily Schmitz, Communications Director; Brenda Malinowski, Finance Director; Shane Rudlang, Ehlers

2. Agenda

A. Closed Meeting – Discuss Public Infrastructure

Mayor Bailey asked for a motion to close the meeting pursuant to Minn. Stat. 13D.05 subd. 3(c) to discuss developing an offer for the purchase of real property located at 6940 Keats Avenue South and 9912 70th Street South.

Motion by Council Member Olsen, seconded by Council Member Garza, to close the meeting at 5:47 p.m. Motion approved.

Motion by Council Member Olsen and seconded by Council Member Thiede to open the meeting at 6:38 p.m. Motion approved.

Minutes prepared by Tamara Anderson, City Clerk.



City Council Action Request

7.E.

Meeting Date	12/17/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-12-03)		
Staff Recommendation	Approve the December 3, 2025, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-12-03 City Council Meeting</td></tr></table>	1.	2025-12-03 City Council Meeting
1.	2025-12-03 City Council Meeting		

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

December 3, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on December 3, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order. He said this meeting is being recorded by TrueLens Community Media. You can view City meetings live and replay them on Cable Channel 799, and the meetings are also streamed live and archived on the City of Cottage Grove's YouTube channel.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Tammy Anderson, City Clerk, called the roll: Mayor Bailey-Here; Council Member Clausen-Here; Council Member Garza-Absent; 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; Phil Jents, Communication Manager; Pete Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Nick Arrogoni, Deputy Fire Chief; Jon Pritchard, Fire Chief; Brad Petersen, Police Captain; Paul Sponholz, City Engineer.

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He noted there was a sign-up sheet in the hallway and someone had signed up to speak. He asked that those speaking keep their comments to three minutes. He said the person who had signed up to speak was Peggy Nelson, and he welcomed her.

My name is Peggy Moriarty Nelson, and I live at 7490 Hinton Park Avenue South, Cottage Grove, and I am here to talk about the Amendments that I would like to inform you about. They're on this sheet right here that I have in my hand, and it says here, *"I do not wish to speak with you, answer your questions, or sign or hand you any documents based on my Fifth Amendment Rights under the United States Constitution. I do not give you permission to enter my home, based on my Fourth Amendment Rights under the United States Constitution unless you have a warrant to enter, signed by a judge or a magistrate, with my name on it that you slide under the door. I do not give you permission to search any of my belongings, based on my Fourth Amendment Rights I choose to exercise, these are my Amendment Rights,"* and this card is given to people by Legal Aid right here in Minnesota. So, my critical question to the Cottage Grove City Council and the Police Department is: Will the Cottage Grove City and Police Department going to uphold the Constitution and the laws for our citizens? We had an incident that happened in St. Paul on November the 25th, and there was supposed to be a warrant, but yet nothing was produced for being a warrant. And, so, there were people who came out in rapid response and there was about 300 people within the neighborhood that came out, too. They were non-violent, none of them had any violent tendencies, they didn't

have rocks, sticks, nothing. They were simply chanting their First Amendment Right was the right for freedom of speech, and yet the St. Paul Police Department took it upon themselves to fire them with lethal rubber bullets and also tear gas and sprayed them with pepper spray. These are all harmful things to citizens, and they didn't have a warrant, as they so stated that they did. I would just like to say that while I'm standing here, asking you to abide by the Constitution, here in Cottage Grove, please consider that we, the citizens, would like you to do that.

Mayor Bailey said thank you.

Mayor Bailey checked one more time to see if anybody else wished to speak on Open Forum. As no one else wished to address the Council, Mayor Bailey closed Open Forum.

5. ADOPTION OF AGENDA

Motion by Council Member Olsen to adopt the agenda; second by Council Member Thiede. Motion carried: 4-0.

6. PRESENTATIONS

A. Patriot Award Presentation

Staff Recommendation: Allow a member of Employer Support of the Guard and Reserve (ESGR) to present Fire Chief Jon Pritchard the Patriot Award.

Mayor Bailey said I'm going to first invite Everett Doolittle, the Assistant Ombudsman Director for the Guard and Reserve, and obviously, thank you for your service. After he speaks, our Deputy Fire Chief, Nick Arrigoni, is going to be speaking about this award.

Mr. Doolittle said let me explain what this is about. ESGR is Employer Support of the Guard and Reserve. If you look back, we had a lottery, we had a draft, and then after the Vietnam War, which I served in the Vietnam War, we changed to call the Volunteer Army, but with that, they knew there was going to be a really big problem; because picture a three-legged stool: We've got the service member, we've got the family, and we've got the employer, and without all three of them working together, this don't work. So, the ESGR was created as a branch or part of the Department of Defense with its role, one of the main ones is I'm an ombudsman, I'm a mediator, and I'm an Assistant Ombudsman Director for Minnesota. Our role is when a service member comes back, typically deployed or not, and he has a problem with his employer, he gets a hold of National, and National assigns one of us to contact them, and we try to mediate it. I don't represent the service member, I want to be really clear, and I don't represent the employer, I represent USERRA: Uniform Service Employment Reemployment Right Act, and I try to work together to mediate this within the law. And if I can't mediate it, there's another level they can go to that has a true investigative subpoena power and everything else. A lot of times, even before that, if a City or County or a private employer or service member has a problem, they can contact ESGR and we will just try to walk them through it informally.

Well, then the fun part of my job is this today, it is called a Patriot Award, there is a series of awards where a service member can put in his supervisor; now there are awards above that for the organization, but for a supervisor he believes goes above and beyond in his support and help in him to serve his country, and that's what this is today. A Patriot Award is from the National Guard and it's actually from the Department of Defense, and it's an award recognizing an individual, a supervisor, that goes beyond.

But first I want to clarify something: I spent a good part of my life as a professor, you can't shut me up, I'm sorry. I want to clarify I was here many, many years ago and did a Patriot Award, and it was for the Police Department. And when I did, they brought a whole bunch of different officers that are all serving in the Guard. It was one of my very first awards, and I was supposed to recognize all of them, and I forgot. So, I'm going to apologize for something from many, many years ago because Cottage Grove has a lot of people serving, and they're serving and they're getting unbelievable support. So, I know that from my contact, so I want to thank all of you for that support.

But what I want to do now is this award is for you to give. Now, I'm going to put you up, you need to do a speech, and give him this.

Deputy Fire Chief Nick Arrigoni said so thank you for having us tonight. I think this is an incredible opportunity to recognize my Fire Chief, Jon Pritchard. Simply put, he goes above and beyond for me, and I know he'd do that if we have other service members on the Fire Department as well, to take care of me as best he can when I'm gone. So, my role in the Army National Guard requires a lot of time away from home. With that, comes stress, and one thing I don't have to worry about when I'm gone for military is work. We, most of us in this room are probably not very good at "turning it off" when we need to, and that includes myself. So, Jon, while he hasn't served himself, he's the son of a Vietnam veteran, and he just goes above and beyond to make sure that I'm taken care of, that my wife, Katie, is taken care of while I'm gone. He allows me to flex schedules and really just takes the stress off of me. So, this award is long overdue for him, but truth be told, this award could've gone to any of my supervisors throughout my time in the City, and I think that's a testament to not only the culture that we have in the Fire Department that we'll take care of each other, but also the City as a whole. So, before I present the award, I'll let Chief Pritchard say a few things, and then we'll do the award.

Chief Pritchard said so the only person that might outtalk me is a former professor, so I'll try to be brief, but I think this award represents the support the City gives to our veterans and to those folks that are actively serving. And really, to Nick, he has a very high-demand military position, and I think he really undersold it, but it's so important, but I'm very proud of being a good supporter of these folks. And like I said, I have to answer to probably the worst person if I ever treat our service people badly, and that would be my father; he's a Vietnam vet, and he would never let me live that down and he'd probably tell me to go back and do the right thing for folks. So, I truly am honored to receive this, not only for myself but for our Fire Department and for our City. So, thank you.

Mr. Doolittle said I want to say a couple things for a second. The world has changed. When I got back from Vietnam, I was with 101st Airborne, in fact, I got shot up in Vietnam, and when I got back, we were treated very disrespectfully. The world has totally changed. Cities, counties, the employers as a whole, this country teaches vets and has more programs supporting them, their families, anything I ever thought, and it really speaks highly, the changes, and that's what makes it fun.

Now, what I'd like to do is bring this up front here, and I'd like to get a picture, because I'd like to just have all of you in it. Mayor Bailey said actually, I'll bring the Council down in front. Mr. Doolittle said yeah, that would be great, and then you can present the award.

Deputy Chief Arrigoni said on behalf of myself, Chief Pritchard, thank you very much. I'm very, very happy to present you with the Patriot Award, and thank you for all your support. Everyone applauded.

Photographs were taken of Chief Pritchard, Deputy Chief Arrigoni, Mr. Doolittle, Mayor Bailey, and the City Council Members, who all congratulated and shook hands with Chief Pritchard.

Mayor Bailey said and thanks again, Everett, for all that you've done for the country and what you're doing for our servicemen now.

7. CONSENT AGENDA

- A. Approve the August 26, 2025 Regular Convention and Visitors Bureau Meeting Minutes.
- B. Approve the September 15, 2025 Regular Public Service Commission Meeting Minutes.
- C. Approve the August 12, 2025 Economic Development Authority Meeting Minutes.
- D. Accept and place on file the minutes from the October 27, 2025 Planning Commission Meeting.
- E. Authorize issuance of a Massage Therapist license to Daniel Luis Gramajo-Enzensperger to operate at the Healing Place, located at 8617 West Point Douglas Road South, Suite 140.
- F. Approve the Temporary Liquor License for Kaitlyn Mary Tobritzhofer on behalf of the Cottage Grove Lions Club for the Dust 'Em Off Vintage Snowmobile Show (corner of 70th and Keats Avenue, 10251 70th Street) on January 10, 2026, from 10:00 a.m.-4:00 p.m.

- G. Approve Resolution 2025-177 approving the Business Licenses listed in Attachment A.
- H. Approve the issuance of rental licenses to the properties listed in the attached table.
- I. Appoint Samuel Larson to the Park, Recreation, and Natural Resources Commission.
- J. Adopt Resolution 2025-182 approving the Conditional Use Permit for a Lower Potency Hemp Edible Warehouse and Wholesale Operation at 7769 95th Street South.
- K. Adopt Resolution 2025-181 approving the Conditional Use Permit for a Lower Potency Hemp Edible Retailer at 7584 80th Street South, Suite #201.
- L. Adopt Resolution 2025-173 certifying delinquent utility bills to the property tax rolls, payable in 2026.
- M. Approve the 2026-2030 Capital Improvement Plan and Adopt Resolution 2025-179 amending the Comprehensive Plan 2040 to incorporate the CIP.
- N. Adopt Resolution 2025-180 approving the final 2025 East Ravine AUAR and Mitigation Plan Update and authorizing the publication of the notice of decision.
- O. Adopt Resolution 2025-171 approving the Feasibility Report, establishing a January 7, 2026 Public Hearing date, and authorizing preparation of Plans and Specifications for the 2026 Pavement Management Project.
- P. Adopt Resolution 2025-172 authorizing the preparation of a Feasibility Report for the 2027 Pavement Management Project for the indicated roadways.
- Q. Accept the amendment to the 2024-2026 MCES Water Efficiency Grant to receive an additional award of \$25,000 and expend \$5,000 from the Water Utility Fund.
- R. The City Council is recommended to rescind the Business Subsidy Agreement with Bellagala Wedding and Events for the Cedarhurst Mansion property in the amount of \$37,275.00 dated August 20, 2025.
- S. Authorize municipal lease-to-own agreement, subject to minor changes by City Attorney, with Yamaha for 80 golf carts and Yamatrack GPS systems with a trade-in of \$75 golf carts for total lease payment of \$123,907.62 per year for five years.

Council Member Clausen wished to pull Item I, Appointment to Parks, Recreation and Natural Resources Commission, on the Consent Agenda for further comment and/or discussion.

Council Member Clausen said thank you, Mayor, Council, just a very quick note. As you know, I serve as a liaison on the Parks, Rec, and Natural Resources Commission, and today we're going to recognize the appointment of Sam Larson to fill the youth seat. Sam is a senior, he's an athlete, plays hockey, and I just think it's so great that we get youth involved on our City Commissions and get their input. So, I gladly, hopefully, and wholeheartedly support his appointment tonight. Thank you.

Motion by Council Member Thiede to approve the Consent Agenda; second by Council Member Clausen.
Motion carried: 4-0.

8. A. APPROVE DISBURSEMENTS

Staff Recommendation: Approve disbursements from 11-14-2025 through 11-27-2025 in the amount of \$4,292,633.35.

Motion by Council Member Olsen to approve disbursements; second by Council Member Clausen.
Motion carried: 4-0.

9. PUBLIC HEARINGS

- A. Property Tax Levy Payable in 2026 and Adoption of the 2026 Budget
Staff Recommendation: 1) Hold the Public Hearing. 2) Adopt Resolution 2025-174, Adopting the 2025 Property Tax Levy, collectible in 2026. 3) Adopt Resolution 2025-175, Adopting the 2026 Budget. 4) Adopt Resolution 2025-176, Adopting the 2025 Housing and Redevelopment Authority

Property Tax Levy, collectible in 2026.

Mayor Bailey said Brenda Malinowski, our Finance Director, is going to walk us through this; it was a long road to get to this point. He welcomed Brenda.

Director Malinowski said Mayor, Members of the Council, yes, you are correct, it has been a long road, and our first slide here is to just review that we started this process back in January with the Strategic Plan. It's never an easy process to work on the budget and the Property Tax Levy each year. My thanks to City Council, our Department directors, their teams, as we've combed through every part of the budget, understood where the numbers come from, and the impacts on our Property Tax Levy and onto our taxpayers. So, thank you to everyone. Here we are, so we've been working throughout the year on different parts of the budget and the Property Tax Levy; so, here we are tonight where you will be holding the Public Hearing to get comments on the budget, and then you will be setting that final Property Tax Levy.

Just a reminder to you and to our residents, these Property Tax bills were mailed by the County in November, and that Property Tax bill has many components. There are different taxing jurisdictions that are on there, one being the City of Cottage Grove, and that is what we are answering questions about tonight, and that's what we're discussing is that Property Tax Levy for the City of Cottage Grove. It did indicate on there that tonight would be where public comment would be made. On that proposed bill, the median home in Cottage Grove, that's valued at \$369,200, that bill for 2026 based on the proposed levies for the City of Cottage Grove and the other taxing jurisdictions is \$4,684 for 2026. Cottage Grove is 30% of that Property Tax bill, and so that's shown on the pie chart in green; the School District is just under 48%, the County is just under 19%, and the Met Council and other small taxing jurisdictions are the remainder of the tax bill.

Budget Accomplishments

Based on the Property Tax Levy in front of you and the budget that is available on our City website and was in our packet, there are several things that we've been able to accomplish: We continue to be able to provide those same exceptional levels of services to our citizens, so there are no service reductions, whether it's Police services, Fire services, Streets, Public Works, Snowplowing, Parks and Recreation. So, those same level of services to our residents that they've enjoyed in the past.

We're showing that demonstration of Capital Assets: We operate under a ten-year Financial Management Plan. We look at that for the impact of property taxes in the future. When we look at future debt that is coming onto our tax rolls for Pavement Management or street projects, we look at Capital Replacement of our equipment. So, we are able to do that with this budget in front of you. We continue to be well positioned to respond to changes in the economy amid economic uncertainty that is occurring recently. We continue to be that Employer of Choice; so, as the City of Cottage Grove employer, to our employees, with this budget we're fulfilling the obligations that are set out in those contracts with those different bargaining units in the City; whether that's our police officers or our firefighters. We do have some growth in staffing in the positions, and I'll outline those a little bit later.

As we've done Pavement Management Projects, street projects, or built the Central Fire Station, we've issued debt for those projects. And, so, just like a mortgage, we have to pay that back each year, and there's a principal and interest payment on that. So, in this budget in front of you, we are paying those Debt Service needs in 2026.

We're maintaining the Fund Balance target of the General Fund. A lot of people don't understand that we're setting the Property Tax Levy tonight, we're sending it to the County, but the first time that we will get a check on this Property Tax Levy is in July. So, the City operates for six months writing checks, paying bills, before we get cash in the door, so we have to look to verify that we have those reserves on hand, and so we are able to do that with this budget.

The Property Tax Levy is in front of you, on the screen. Last year, the City portion, the \$25,990,600, is increasing to \$29,885,000. The General Fund increase is just under 10% of that increase from year to year, but then I wanted to outline some of the other items on here:

- EMS Levy: We are levying for EMS services for the first time in recent history, the first time that I can remember. The cost of EMS services, the reimbursements from Medicare and Medicaid just are not keeping up with the cost of the service; so, for the first time, we are doing that.

- Equipment Levy: We need to replace about \$2 million in equipment per year. When we look at our ten-year Financial Management Plan, we look at all our police vehicles, our fire vehicles, our plow trucks, all those different vehicles in our community, and we need to replace, on average, about \$2 million per year. So, we're starting to increase that Equipment Levy to be able to fund those with our property taxes.
- Municipal Building Levy: We are increasing by \$150,000. We had done a study with an outside contractor earlier this year. They looked at this building, that was built in 2012, our Central Fire Station, that was built in 2017, and looked as these buildings are starting to age. Some of those Equipment Replacement needs, whether it's a boiler or a water heater, those sorts of equipment, or repairing window seals, those things, and just looking so that when we get to replacing a roof in 15-to-20 years, that we have money so that we're not having to put that entire balance onto the Property Tax Levy. The \$150,000 for next year will address some security concerns at our front desk area.
- EDA Levy: That we have not been fully funding the operations there, so that's increasing.
- Park Capital Levy: Was one thing as we did the ten-year Financial Management Plan that we had identified that needed to be funded for those Park capital or Equipment Replacement needs in our parks.
- Debt Levy: Our Debt Levy is increasing. When we had issued 2025 bonds for Pavement Management and for Equipment, that Debt Levy increase is to fund those principal and interest payments.
- HRA Levy: This is listed next, that's a \$5,000 increase, and the EDA did approve that HRA Levy last night, and you are reaffirming it tonight, as part of your action.

Budget Highlights

The new positions in the budget are listed here:

- So, the 49th officer is included in the Property Tax Levy.
- The next three positions are funded with revenues in the City: So, the Building Inspector, Engineering Technician, Recreational Seasonal Positions, those are offset, so Property Tax Levy neutral, but needed and funded with those revenue sources.
- The three six-month positions for Parks will be funded with property taxes.
- The Deputy Director of Public Works and Utilities, that is being funded with our Utility Fund revenue, so not in our property taxes.
- As employees of other employers, your employer has been sending you a notice in the last week talking about the Paid Family Medical Leave. The City of Cottage Grove also sent that notice to our employees because we will be needing to pay for that also. So, included in our budget is that .44% that we are required to pay, starting on January 1, 2026. In our union contracts, our employees will be picking up the second half, so they'll be funding .44%.
- Commodities and Contractual Services: We kept that at 2.5% to keep the Property Tax Levy as low as we could; that is despite talks of tariffs and inflationary things and costs of supplies have just gone up, but our departments, our directors and their teams, they were able to really keep it at that 2.5% level, so my thanks to them.
- Then we even had some savings that we're able to do, so especially here, snow removal savings: We had some savings in the 2025 budget, and so the Public Works team brought a proposal forward to you to buy equipment this year, \$200,000 to equip the trucks, and we had a \$100,000 grant, so the net effect to the City was \$100,000. But now we're able to put \$50,000 in savings into the budget next year, and so that did have a positive decrease to our Property Tax Levy.
- We will be funding \$2.37 million of Equipment Replacement in 2026, as we look at what needs to be replaced in the City, whether it is our squads, some equipment at Public Works, a garbage truck, those sorts of things are listed in the budget. Those were necessary replacements. Each year, each piece of equipment that needs to be replaced, we don't just replace it because it's at 10 years or 12 years, we have to have a justification that those pieces of equipment need to be replaced, that they can't be put down the road one more year. We do have a police vehicle actually out in the lot that's up for replacement for 2026 that hasn't been able to be driven for a little bit because it is no longer able to be repaired. So, those pieces of equipment that we are funding are necessary.

General Fund

The General Fund is our Chief Operating Budget in the City, and I wanted to talk about that because it's our largest budget, and it funds our Police services, our Fire services, Public Works, Parks and Recreation, and Administration Services. When we send a fire truck to a house, we're not sending a bill; so, to generate that service for that member of our community, we need to pay for it, and we pay for it with property taxes. So, when we look at the General Fund, it is no surprise that the General Fund is supported by 76% in property taxes.

However, we are a growing community, and so licenses and permits for new buildings and commercial buildings do fund 8% of our budget in the General Fund.

Our Charges for Services, when we rent Park buildings or do some of our Recreational Services or Engineering Services, that generates 6% in the General Fund.

Intergovernmental Revenue is about 5%, whether that is our Police Aid or Fire Aid that we receive from the State, or if we receive a grant to fund a position in the City, that is 5% of the General Fund.

Enterprise Funds: Our Water Fund, our Sewer Fund, they send some money over to the General Fund for those services, whether it's payroll services or Finance, Administration Services that we provide to those funds.

Expenditures

First, I wanted to point out that the Expenditure number was the same as the Revenue number; that's because we balanced our budget. We're not using Fund Reserves or any tricks to balance this budget.

Because we're in the people business, we provide Snowplowing services, Fire, or Police, 71% of our General Fund is personnel: Commodities are 5.22%, Contractual are 22%.

Budget Contingencies are so that we can react to things that happen during the year that we had not anticipated, that is just over 1%.

Budgets by Department

- Public Safety: Is 48.9% of the budget, we look at that every year, and it doesn't change, and that's our Police and Fire Services.
- Public Works: Is 19%, so those streets and snow removal services.
- General Government: Is 12%, providing services really to the other departments, whether it's paying employees, cutting accounts payable checks, doing accounting services, or administration services, we support all those other parts of our City.
- Parks and Recreation: Is just under 12%.
- Community Development: Is at 7.85%.

Median Home

I had alluded to the median home before. Our median home in 2025 was \$357,100, and City property taxes paid by that median home were \$1,282. So, based on the Property Tax Levy in front of you, in 2026 they would pay \$1,435. That median home increased in value by 3.39%.

We operate under that ten-year Financial Management Plan, and this is the third year that we are doing a budget based on the Financial Management Plan; that Financial Management Plan had said that we needed a \$110 increase on the median home the first year, \$100 the second year, and thereafter. So, it's good to see how we are comparing: We would be at \$310 over that three-year period, and we're at \$309.

There was an action that happened last night, however. At the EDA Meeting, there was a decertification of a TIF District, and so these Property Tax statements that arrived in the mail in November, they will actually decrease because of this decertification of this TIF District. When a TIF District decertifies, those taxes that are being captured for that development are then put back on the Property Tax Levy. Because of that action that happened last night, the property taxes will go down. So, what that means is on the median home that was going to pay annual taxes in 2026 of \$1,435, they will pay \$1,418, so a decrease of approximately \$17.

What it also did is the increase in City property taxes was about 11.93% before that decertification, and that increase in property taxes due to that decertification is now 10.61%, so a decrease of about 1.3%, and all homes and businesses will be afforded the same reduction.

What a City Property Tax Bill Pays

Instead of paying the Property Tax bill, whether you pay it once a year or twice a year instead, if you sent a payment to the City of Cottage Grove, you would send us \$118 per month. So, we can compare that to a cable bill or an Xcel bill, those sorts of things. So, if you sent us \$118 a month, we would turn around and send about:

- \$54 to Public Safety to pay for Police and Fire Services
- \$19 to Public Works to pay for Snowplowing, Streets, Clearing Pathways
- \$12.85 to Parks and Recreation for Parks, Trails, and those Facilities
- \$17.93 to Debt Service to pay the existing debt
- \$12 to General Government
- \$1.31 to Economic Development and HRA
- \$2.07 to the Contingency Fund
- \$.06 to Community Development, because they do have that Building Permit revenue coming in to fund their department

Cottage Grove's Comparison to Other Cities in Washington County on the Median Home

We also keep track of how we compare to other cities. We don't want to be the highest taxed City in Washington County or when we look at growing communities. So, here on this screen is Cottage Grove compared to other cities in Washington County on the median home. Median homes in each community are a different value, so I've calculated City taxes based on their preliminary levy, based on their median home, and Cottage Grove is the third lowest in Washington County when we compare to other communities.

When we compare ourselves to growing cities over 40,000, we are the fourth lowest; Shakopee, Blaine, Maple Grove are below us, and I just want to remind you, too, that \$1,435 that's shown on the screen is really \$1,418.

Property Tax Levy per Capita

If we simply take Property Tax Levies and divide it by the population, as set by Met Council, we're very favorable comparing there, too; when we look at other Washington County cities, St. Paul Park is below us, and everybody else is above us. Then when we look at growing cities over 40,000, Shakopee is the lowest.

I just wanted to remind anybody that's watching or anybody in the audience that the State does have some Property Tax Relief programs:

- First of all, there is a Regular Property Tax Credit Refund program where household income needs to be less than \$139,330 in 2024
- A Special Property Tax Refund Program if property taxes increase more than 12% and \$100, the \$100 can't be because of an improvement
- Senior Citizen Property Deferral Program for income less than \$96,000

The website is there on the screen, and the phone number is there on the screen. I am always happy to talk to residents if they have specific questions, I can help them navigate those websites and answer any questions.

The last thing I wanted to note on these proposed property taxes, up in the corner, is the value of 2025 vs. 2026 of each individual home; we talked about that median home and that increase in that market value, and that was set back in March. So, the County Assessor sets that for Cottage Grove, and they send these statements out; when that comes in March, it does list Open Book Meetings. So, if you feel that your property is not valued correctly, or if you want to understand more of how your property is valued, you can call, there's Open Book Meetings, and one of them is held here at the City of Cottage Grove each year; so, that is the time that somebody can get more questions answered or ask for that value to be reviewed.

Director Malinowski said with that, I am happy to answer any questions, or else your recommendations are on the screen.

Mayor Bailey said thank you, Brenda, and thank you for all the work that you and the team have done on putting this budget together, and we're about 30 or so days away from starting the next one.

Council Member Olsen said thanks, Brenda. First and foremost, as the mayor said, thank you very much. I know that you and your staff have put in a ridiculous amount of time over the course of the last 11 months, providing us with all kinds of data and information, etc. For the public at home, I want to mention, could you go back to that first slide where it shows by month, January, February, March, all that. So, I want to mention for the public at home that creating a budget and landing on a final budget is really a stepped process, and it's important to understand that this is a joint effort amongst the staff and our City Council because we're all one team. You know, you're not on Team Council vs. Team Staff, we all work together. The only way we can make the decisions as a Council is when we get really good information from our team here in the City Hall building, and trust me, they do a ton. So, if you look at all these various meetings, we start with the Strategic Plan, based on the data that we have at the time, and usually that number is scary, I'll just leave it at that, it freaks us out. And then what happens is as we go through the rest of the timeframe here that you see on your screen, we start kind of gradually dialing in because we get more data, more information, etc. We have to wait for County evaluations, we have to wait for the various department heads to come forward and say, you know, shoot, this piece of equipment is not working, I think earlier you mentioned we have a squad out there that's inoperable, you can't use it. Of course, our squad cars take a beating and they aren't like your Toyota at home, they need to be replaced, and the last thing we want is to have somebody in an unsafe vehicle in a pursuit, whatever the case might be. And so all these pieces of information come together, and they lead us to tonight.

Through the course of this timeframe, Council gives direction on an ongoing basis. We will get numbers, we'll examine the numbers, we'll have a budget meeting where everybody kind of is allowed to put forth their thoughts and their opinions, and things of that nature. And then once we land on a consensus, we start to move forward with okay, this is the plan, now how do we fund the plan? And one of the things I'm always grateful for is those interactive sessions really help surface a lot of different ideas and different things by the various Council Members, staff members, etc. This year we have a new Council Member to my right, Council Member Clausen, who comes with a whole bunch of really, really good information on the Public Safety side because he worked a career in Public Safety for a very long time. So, it was great to have his voice in the room, and when it was all said and done, we landed on 5-0, five votes for, no votes against, because we felt like we had a really good plan in place.

And I'm gratified to see that we remain second lowest tax levy per capita, not just in Washington County, with St. Paul Park being below us as a recipient of roughly \$802,000, so we'll just round it down to say \$800,000 a year, in Local Government Aid, where the City of Cottage Grove gets nothing. What that means is the State sends a check to St. Paul Park for \$800,000 and says, here you go, this will help your budget, and we don't get that. We also have other communities, like Oakdale gets Local Government Aid of \$466,000 a year, Newport gets Local Government Aid of \$452,000 a year. And, oh, by the way, Oakdale also passed a Local Option Sales Tax last year, so they're getting additional revenue that way, too. The City of Cottage Grove does not get any of that. So, what that means is we've got to sharpen our stubby little pencils, and we've really got to work hard at figuring out what's absolutely necessary. For example, this year with squad cars, correct me if I'm wrong, Brenda, but I think we started with either 6 or 8 that we were looking to replace?

Director Malinowski replied 8 in total and then 2 Admins. Council Member Olsen said so 2 admins and 6 squads, which Director Malinowski confirmed.

Council Member Olsen said and we landed on hey, we can only afford to do 2, and that's what we did. So, the entire process is intended to be a funnel to get us to this point, and I really have a lot of admiration for the work that the staff does because we ask a million questions, and these poor folks have to go do the research and bring forward reports, and all that kind of stuff. Let's not forget we're in an era where tariffs are part of our economic future, so a lot of this equipment that we're purchasing is costing more because of the tariff financial impact. In fact, I think we had about \$6,000 in tariffs that we had to pay for some Public Works equipment, and nothing gets cheaper year over year, so equipment replacement is a really big deal. It's a tightrope, it really is a tightrope, but what's good for the taxpayer to know and something that I'm very grateful about because I, too, am a taxpayer, is that Cottage Grove delivers an amazing service to its residents. People pay \$4 a day, roughly, for all this stuff, that's what they pay for; so, Ambulance, Fire Department, Police Department, Snowplowing, Parks and Recreation that is absolutely phenomenal in this City, all the various programs for the kids, all the different things that we do to maintain our roads and our other infrastructure, \$4 a day. That's a pretty good deal if you ask me. And I've lived in Cottage Grove a long time, and I'm going to tell you, in my time in the City, as a resident, starting as a kid, I think

we have the absolute best service level we've ever had if you're a resident, and that's why we're growing so fast. People come here because they know it's a good place to live.

So, kudos to you, kudos to the team. You mentioned the Tax Increment Financing District that we took action on last night. Could you maybe just dial that in a little bit more for people so they understand, because I get it, we did it last night, but I think the person watching this at home would be very curious because it does have a positive impact on their tax statement.

Director Malinowski replied this particular TIF District, so the State lets us know what kind of TIF Districts we can have, this was an Economic Development TIF District, and it's got a nine-year lifecycle. There are certain criteria that have to happen; if the criteria aren't matched, then it is decertified, and this decertified early. For the life of a TIF District what happens is we have to show that but for Tax Increment, this development could not happen, and so that was done when it was created. When that but for test is met, and the Tax Increment District is established, the taxes that are on that parcel on the day that it was created, they're captured, okay? Those taxes are going to still sit and go to the School District, the County, and the City, but as the development occurs and the Tax Capacity or the property value increases, it is being captured. So, you take that increased value, less that original value, and that is held in that TIF District to pay for those improvements, those but for improvements.

When a TIF District decertifies, that increased market value, that taxable value, that is released back on the tax rolls, and so that is what happened with the action last night. The TIF District was decertified early, and so that taxable market value is now added onto the tax rolls at the City, the County, and the School District. While we are just talking tonight about the implications of the City taxes, that Tax District decertifying has that \$17 impact on that median home, and there will be similar things happening to those other taxing jurisdictions. So, when it decertifies, it goes back on the tax rolls.

Council Member Olsen said so not only is it going to decrease the Property Tax Levy for residents here in Cottage Grove from the City, but it will also decrease what they're paying to the School District and what they're paying to the County.

Director Malinowski replied correct.

Council Member Olsen said okay, so that's a big win. And then the last thing that I wanted to mention, which you didn't mention in your presentation, is I believe 2026 is a contract year for us, right, for some of our working groups, is that correct?

Director Malinowski replied, well, the contracts expire at the end of 2026.

Council Member Olsen said okay, so, we'll be negotiating in 2026 for a new contract that will start in 2027, and it's always important that we have enough financial flexibility to be where we need to be as an employer within the market at that particular time, and that's always a tough one to pin down on. So, in your view, does this budget give us that flexibility to negotiate in good faith and be receptive to what the market's going to ask of us?

Director Malinowski replied, yep, and one of the things that's included in the budget is to go out and have some services done to see where we are in the market, to see that we are that employer; sometimes when we look at surrounding communities, they have a hard time recruiting for certain things, so maybe they're down 15 or so positions, vacancies in their Police Department. We don't have that situation here in Cottage Grove because of the positive feedback to our police as an employer and as the City Council.

Council Member Olsen said right, and we did this Polco Survey just several months back, and what we heard loud and clear as a Council was people have a very favorable outlook on our Public Safety team, which is the largest part of our budget, we all know that; but there's also a lot of positive feedback on Public Works and some other things. As we considered the budget for 2026, we kind of leaned into that; look, people want to feel like their community is safe, they want to feel like their community is clean, they want to feel like the community has beautiful parks and trails and things. And, so, the decisions that we made took all of that into account, and again, I very much appreciate all of the time and effort and energy that everybody put in. This calendar in front of me here doesn't lie, it's a lot, and the fun part is once we vote tonight and move forward, we get to start it all over again in January, so that'll be super fun.

But thanks again, appreciate it, I know this is always a heavy lift, but you guys did a phenomenal job and full credit to the team.

Council Member Clausen said thank you, mayor, and thank you, Brenda. This is my first year of going through the budget process, and it was quite overwhelming, I must say. I thought it would just be easy, we'll just get a budget and move on, but there's a lot of work involved.

I just want to highlight a couple things. Justin may have brought them up, but I retired in 2020, and I came back in 2025, on the Council, and I'm looking around at equipment; that's a very big part of our budget, there's a lot of money in equipment, and I came back and looked around and I'm like we still have some of the stuff we had when I left, five, six years ago. I just want to make a couple comments: We're potentially going to replace our road grader that we purchased in 1991, so it's 35 years old, and we bought it used, I believe, so it's even older than that, and that stuff doesn't last forever. One other item I made note of is we're replacing a fire truck in 2026, which is 30 years old, and that truck actually started on fire a year or two ago, the firemen put it out, maybe the insurance would have been better but I don't know; and it was out of service for two, three months because we couldn't get parts for it. So, we have an ambulance coming, I think end of this year or first part of next year, we have to figure out how we're going to pay for it. We have a dump truck that's 15 years old that we're replacing. So, equipment's a big dollar amount, but it doesn't last forever. And with me looking through the budget, I'm just seeing that we're keeping the lights on and we're repairing and fixing or replacing old things.

As far as staff, I think you mentioned one police officer, but that position might even be partially grant funded? Maybe I'm wrong on that.

Director Malinowski replied the 49th officer is not grant funded. Council Member Clausen replied okay, but we're not adding a lot of staff, every department is staying the same. In fact, we're filling some summer positions with actually parttime people instead of hiring fulltime people, which Director Malinowski confirmed.

Council Member Clausen said we don't have a lot of programs that we fund, we don't pay NGOs (non-governmental organizations) to do housing programs for us. So, it's a lot of money in this budget, and I've also looked at that much of the budget increase, a lot of it is inflation, it just costs that much more to do business, everything's more expensive. So, is it the best budget that I would have liked personally? I would have liked to see it a little less, but I'm just looking at all the numbers and all the things we need, and we kind of hashed it out in our meetings, and we arm wrestled over things, and this is where we arrived. So, I'm going to support the budget the way it is right now. Thank you, mayor.

Mayor Bailey opened the Public Hearing. He said if somebody wants to speak on this topic, they're welcome to do so. Just go up to the podium, state your name and address for the record, and you do have up to three minutes to come share any information. I know our staff will take notes, and then maybe they'll answer it at the end, if you will, or we'll take notes up here and we can answer it at the end.

Well, if I get red in the face, I think it's because I've never really done this before. Mayor Bailey said you're okay. Thank you, Brenda, for explaining the budget and for giving a phone number for senior citizens to call about taxation. I didn't see that in any of the other stuff, so thank you so much, much appreciated. And thank you, Mayor Myron, for letting the other cities in our area know about AMS and that our City is like supporting them, and we would appreciate some of their help. Well, as you can tell, I'm an elderly citizen, here living in Cottage Grove, 8052 Ivywood Avenue South, if I need to get that on the record, and I've lived here maybe 20 years, before I lived in St. Paul Park. So, what's happening as a senior citizen, is what I'm seeing is that people are struggling with decisions to be made with living here or moving out of state. That's just a thing with Minnesota, in general, but what also comes in is that I've seen senior citizens do, when you turn your property back to the bank, reverse mortgage, so that all they have to pay then is their taxes and their insurance, but this causes more stress on the family also. So, these are just struggles that I see as a senior citizen in our community. I do know that our community is growing, and then with that growth, that also will add money to the coffers, and it doesn't look like you're hiring a whole lot of staff with all the houses that are coming in. So, I do know there's added revenue coming in, just because it just makes sense. I just appreciate being heard, I just wanted to let myself be known, and that I do love living in Cottage Grove. Thank you.

Council Member Olsen said can we get your name, too, please? Your name for the record.

She said, oh, I'm sorry, didn't I say? I'm sorry, Sheila Grittner. Council Member Olsen said okay, thank you, Sheila. Mayor Bailey said thank you.

As no one else wished to speak, Mayor Bailey closed the Public Hearing.

Mayor Bailey said we'll have some conversations for the Council, and I know Brenda will put the motions back up on the table.

Mayor Bailey said one thing I would mention to you, it was interesting when you talk about the growth. One of the things that we know on the Council and our staff knows from the growth standpoint, so all these new homes are coming because I do hear that, right? Oh, we've got all these new homes, it should generate all the taxes. They do provide taxes, but not for the first year because the first year, and originally, when I bought my first house here in Cottage Grove, the taxes on year one are for your property only, the land, not the building. So, then I've seen a couple comments on social media about my taxes went up 100% or whatever. When I see that, I'm going okay, that has to be a new home; the first year they got there, the property tax was really low because they were just paying for the lot, where the following year obviously they got their, I'll call it sticker shock, because it went up so high to capture now what's the value of the home. So, thank you for bringing that up because I thought that might be something that the general public might need to know, okay?

Council Member Thiede said okay, so, first of all, I will say that staff does an excellent job and the budget can be a stressful thing to work with; I've been involved in a lot of them over my career in management, mostly in public companies and so forth, not in municipal and things like that. But I guess this year I wasn't too happy with necessarily how things worked out. Originally, we get together in the summer and staff actually I believe did an excellent job coming in with a budget that they said would work that was under 10% increase in the levy. Then, as things were discussed, somehow it, not necessarily from staff, there was about \$1.5 million added to the levy, taking it all the way up to about the 15% that we have now. At the time, I said okay to it because I knew we'd have another chance to look at it, up until this point tonight. There were certain things that did happen that we really didn't know were going to happen, we had a longest-ever government shutdown, which affected a lot of people. You watch the news on TV and the food pantries and so forth are handing out more and more food, and different customers that never had to use the food pantry before. Also, we saw, as you look at different things that we ended up with the highest percentage increase in pretty much the metro area, if you look at comparable cities. So, those two things were enough for me to kind of really step back and take a look at it, and you know I feel that we're probably just asking too much from the citizens of the City to pony up more money. I think after talking to staff a little bit and revisiting the initial budget that was presented to us, there are some things that we might be able to do without this next year and put it into the year after. I know we're up for reviewing the Financial Management Plan in our January Strategic Planning Meeting, since this \$153, which actually the TIF is nice, that'll bring it down, that's good. And I have to admit that the prior years actually started out all over \$100 and ultimately we found a way, well not we, but the staff found a way to actually decrease those in terms of the impact on the population. But I don't think that Brenda has enough magic in her to reduce that \$136 on what it would be after the TIF number is down to \$100, but again, if we go into the Strategic Planning and we decide in that Financial Management Plan to really take a look at another method to look at what those increases are going to be; that all involves looking at population growth, looking at what kind of services and things of that nature that we need, and maybe that \$100 a year increase is not reasonable. But trying to take a look at something that we can actually show that a plan, so that people know what to expect in terms of increases. We always do say that well, this is only a little increase, but you know when they get bombarded with about 10 or 15 little increases, all of a sudden it becomes a big increase. So, you know, I don't like necessarily going against what's presented to us here, but I'm afraid that I'm probably not going to be able to support this increase at this time.

Mayor Bailey said okay, all right. So, just a couple general comments just for the public, and then I'll look for motions from the Council at this point, to move forward.

So, first of all, again, thank you to our staff for all the hard work over the many months of putting this together, trying to figure out what's the number. I don't know that, and I know Council Member Thiede has mentioned, I don't know that anybody really liked this budget, nobody likes it when you're into this double digit kind of situation. I believe it's the first time in my 16 years as mayor that it's been to this level, right? But to the point that has been made up here, there's a couple things that we have to do, and one is we have to shore up our Equipment

Replacement Fund. The amount of equipment that we need to operate and continue to do what we do in our community is by far one of the most important things, next to having people, right? All of our Public Safety personnel and so on. And what has happened in the past, just to put it out there, is on previous budgets, even in the last couple years to be honest with you, the goal on our Financial Management Plan was to kind of try to stick at that \$100 range and to average it out there. Well, ironically, with the TIF Decertification if you look at so far as we went forward here, it will be under, I think you said \$97. But what was interesting is we were planned to be at more for years one and two, but based on the discussions and the messages that we had in Council, we said no, let's push it down, let's be lower, let's try to be lower. Even though the Financial Management Plan told us to be at this number, and to be frank with you, if we would have been at that number, we would not be at a 14.9% increase this year. I'm just going to say it. But every year we look at these budgets, and we go okay, we're going to move the number around and try to figure things out. So, the reality is between Equipment Replacement, obviously the personnel, the increases and such to wages and inflation is really what's driving this.

The other one, and I do appreciate that you made a comment, you've seen my comment out on social media with regards to the EMS Service. We're going to continue to work on that, just to be quite honest with you; as a matter of fact, that is one of the topics that our Council is going to discuss the future on with regards to EMS, and should we or will we continue to do services to the communities that are outside of Cottage Grove? There's a variety of options that are available to us, but I'm also hoping that our neighboring communities will work with us to come forward with some financial support to help, so that the citizens of Cottage Grove are not paying the entire brunt of all the costs of running an ambulance service. I know you see on that budget piece on here there's about a \$70,000 add, which is the first time we've ever had to do that, but that's not, I know people will go, well, it's only \$70,000; well, it's more than that, though, because our wages for those paramedics are also in the General Fund that the citizens of Cottage Grove are paying for. The ambulance which now is, I'm going to look, \$300,000 or so for the ambulance, which we have to buy this year, and then secondly is all the equipment that goes in that ambulance, and I've seen the numbers that our Fire Chief Jon Pritchard has shared with us. We're talking \$50,000 for a stretcher, \$50,000 for our heart monitor, I mean all these things add up, so with an ambulance costing \$300,000, it really costs us over a half a million dollars. Again, that's being borne by the citizens of Cottage Grove, and you know what? If it was just our community, I would say, okay. Then we have a decision as a Council to make if that's something that we decide we want to do, if we want to spend the extra money or whatever to make sure you do that. So, I say thank you for bringing that up because we will still press this with our neighboring communities and talk to them about what we hope will be a successful outcome, and then we will look into the future to see what we want to do for a permanent solution that will help. The last thing I'll say on that, though, because this is my chance to be on the soapbox for a moment on the budget piece and EMS, the biggest issue with EMS, just to be honest with you, is Medicare and Medicaid funding. The amount on average if it might take over \$2,000 for an ambulance to go to your house or do what they need to do, with all the pieces that make that up, it's about \$2,000 or more depending on what you need, but the amount we get from Medicare, Medicaid is \$300 to \$500. So, if you think about the number of Medicare, Medicaid runs and this has nothing to do with all just seniors in Cottage Grove, it isn't, it's across the entire area, that's really what's driving the challenge here.

So, we have the best, I will say that, we have the best paramedic system, the best police officers, firefighters, Public Works people, I really honestly believe that, and we want to continue to be the best going forward. So, I will support the budget that we've got before us at this point.

Council Member Clausen said I just want to make one more comment, mayor. Council Member Thiede, you brought up when we were in our meetings, that we added \$1.5 million in the equipment, and it was kind of a sticking point for you, and I recognize that. But one thing I noticed is that during the COVID years, we really kept the budget very low and pushed off a lot of equipment purchases, and good or bad, it happened. I respect the Council's decision back at that time. However, I'm looking now and seeing all the things we've delayed, and this was kind of, we knew this day was coming, that we were going to have to spend a lot more money on capital expenses. I hear what you say, I understand it, but I wish it was better, too. Thanks.

Motion by Council Member Clausen to Adopt Resolution 2025-174, Adopting the 2025 Property Tax Levy, collectible in 2026; second by Council Member Olsen. Motion carried: 3-1 (Nay vote by Council Member Thiede).

Motion by Council Member Olsen to Adopt Resolution 2025-175, Adopting the 2026 Budget; second by Council Member Clausen. Motion carried: 3-1 (Nay vote by Council Member Thiede).

Motion by Council Member Clausen to Adopt Resolution 2025-176, Adopting the 2025 Housing and Redevelopment Authority Property Tax Levy, collectible in 2026; second by Council Member Olsen. Motion carried: 4-0.

Mayor Bailey said thank you again, Brenda and team, for everything you did there.

- B. 80th Street Rehabilitation Project - Public Hearing
Staff Recommendation: 1) Conduct the Public Hearing for the 80th Street (TH61 to Ideal Avenue), East Point Douglas Road (80th Street South to Tee intersection), and TH61/80th Street Interchange Rehabilitation Project. 2) Adopt Resolution 2025-178, ordering the 80th Street (TH61 to Ideal Avenue), East Point Douglas Road (80th Street South to Tee intersection), and TH61/80th Interchange Rehabilitation Project.

Mayor Bailey said Paul Sponholz, our City Engineer, is going to walk us through this, and I'll be honest with you, other than the cost of it, it's definitely needed, reconstruction of 80th Street.

Engineer Sponholz said all right, Good Evening, Mayor, Council Members, Members of the Public, this evening I'll be giving you information on the upcoming 80th Street and East Point Douglas Road Rehabilitation Project. The main purpose of this presentation tonight is to discuss the need for the improvements. We'll discuss current conditions, proposed improvements, the construction staging plan, and our anticipated schedule. If the City Council decides to move forward with this, Final Assessments would be considered after the final costs are determined later in the fall of 2026. I'll discuss the preliminary assessment roll, and we'll discuss that assessment process.

80th Street and East Point Douglas Road are significant corridors through the City. The project on 80th Street was identified for improvement in our Capital Improvement Plan (CIP) for construction here in 2026; 80th Street is a four-lane, divided roadway, classified as a minor arterial road, and is part of the Municipal State Aid system that receives State Aid funding. Compared to collector roads or local roads, arterial roads' primary purpose is to just move traffic with little or no direct access to properties, but 80th Street does provide some direct access to several businesses, schools, and multifamily residential properties.

80th Street is a critical route for the City with over 23,000 vehicles a day, the busiest street in the City. It connects residential neighborhoods, the Gateway North commercial district, Park High School, Crestview Elementary School, the Cottage Grove Ice Arena, and Highway 61. The City's expecting additional development and redevelopment, so traffic is expected to increase in this corridor.

Also, we are including work on East Point Douglas Road, south of 80th Street. The proposed construction is similar to the work that we're doing on 80th Street, so it made a lot of sense combining the two projects. Doing the work jointly will combine traffic impacts and provide some economies of scale. Like 80th Street, East Point Douglas Road is a four-lane, divided road, a minor arterial route, and part of the Municipal State Aid system. While it provides significant traffic movement, carrying over 19,000 vehicles a day, it also provides direct access to the Gateway North commercial area.

As we began looking into the 80th Street project several years ago, we learned of an upcoming MnDOT project; they wanted to reconstruct the ramps on the TH61-80th Street interchange. So, the City, MnDOT, and the County worked together to combine the projects into one project, again saving some efficiencies for construction, using economy of scale for those costs. We can incorporate the lane closures of our project and the ramp closures of their project, lessening the overall traffic impact, compared if we would try to do this in two separate projects, in two separate years.

The 80th Street project has been in the City's CIP since 2012, with work along the corridor starting on the east end, reconstructing 80th Street from Jamaica to Keats. We had a Pavement Rehabilitation Project between Ideal Avenue and Jamaica Avenue, just east of this segment, and then now we have this current segment scheduled for

next year. This portion of 80th Street was originally constructed in 1982, along with the construction of the Trunk Highway 61 overpass. A Mill and Overlay was done in 1998, and later, turn lanes were lengthened and signal improvements were completed.

East Point Douglas Road was originally constructed in 1975; it has had several widening and turn-lane improvements, along with Mill and Overlay projects and signal upgrades since then. With a lot of maintenance effort, as you can see in some of these pictures, we've got a lot of patching here. We've gotten some significant use well past the street's design life. For arterial roads like these, we want to maintain a significant high level of service to accommodate those high traffic volumes. However, now we're seeing a significant amount of deterioration with potholes and cracking, while we have maintained that with significant patching. As this pavement continues to age, we'll see it deteriorate even faster, which will require more significant effort to maintain. Also, this pavement has developed rutting; it's really hard to see in these pictures, but rutting is underneath the wheel paths, the pavement has deformed, has sunk into some grooves. Those grooves hold water and ice, and our plows are not able to clear the snow or ice efficiently, even with that uneven slope of the roadway. Also, that rutting holds water where vehicles can hydroplane, ice and water becomes a significant safety concern as vehicles aren't able to maintain traction and then lose control.

Over the years, we've made efforts to accommodate the ever-increasing traffic along the routes. At one point, we extended the left-turn lanes at the Hardwood intersection, making them a lot longer in 2016. However, it's time for more work to accommodate the existing traffic volumes and even the future traffic volumes moving forward. Already we've got traffic delays that we know of at Hardwood Avenue and Hinton intersections. Signals throughout the corridor we've upgraded over the years, but there are additional updates we still need on many of them, particularly, at the Hyde Avenue intersection here that we show here at the bottom of the slide. We have basically a six-legged intersection with the frontage road, and with that signal, we've identified some deficiencies with that complex situation there, and we just need to upgrade that and replace those signals so we can improve the safety and operations of all these intersections here.

Throughout the corridor, there are pedestrian concerns that should be addressed to improve their mobility and safety. While most of the sidewalk is in generally good condition, there are panels throughout needing replacements. There is no sidewalk between trunk Highway 61 and the Culver's restaurant on the north side of 80th Street, leaving a significant gap in the sidewalk system. The entire corridor needs updates to pedestrian ramps and our signals to accommodate the current standards of the Americans with Disabilities Act, so we can improve the mobility for those pedestrians.

Overall, the utilities under the corridor are in generally good condition. For a watermain, this project does span two of our water pressure zones, which are separated by pressure-reducing valves, and those valves need replacing.

The storm sewer under the project also is in generally good condition. Since we are able to leave most of the curb and gutter in place, we can leave most of that storm sewer in place, but there are some miscellaneous manhole and catch basin structure repairs, and we do need to do them.

For streetlighting, concrete poles are outdated and at the end of their useful life and need replacing.

Engineer Sponholz said so, just to summarize the deficiencies and deterioration, we've got these proposed project improvements: We're pretty much going to replace the pavement throughout the entire project, conduct a bunch of utility repairs, replacements, and other miscellaneous work as we described in the Feasibility Report, which Council approved several weeks ago. Note that we are doing a Rehabilitation Project, not a full-blown Reconstruction Project. So, we're able to save some significant funding or money; for example, by leaving most of the base underneath the pavement, the base aggregate in place, most of the curb and gutter will be able to stay in place, and also the utilities are staying in place. So, it's not a full-blown Reconstruction, just a Rehabilitation.

The City, County, and State are working together to complete these improvements. In addition to replacing all the pavement, we'll be adding dual left-turn lanes at Hardwood Avenue; this should allow the left-turning vehicles to clear those queues, lining up for that signal a lot faster, giving a lot more signal time for the other movements of that intersection to improve the operations and capacity of that intersection.

At Hinton Avenue, we're going to be extending the left-turn lane for the eastbound traffic. We're going to make some changes at the median there, but basically extending it through the left-turn lane that also provides turns for the funeral home there, and kind of use both of those turn lanes as one large turn lane.

Also, we'll be improving turn lanes in front of the schools, as part of their reconstruction projects at those schools. Like I said, MnDOT is a partner here to replace the pavement on the interchange. As part of their work, they're also replacing the signals at the intersections with the interchange.

Like I said, we'll be replacing the signal at Hyde Avenue and making minor upgrades to all of the other signals in the corridor.

With all these improvements, the City will be able to provide better traffic control, better traffic flow, a safer corridor, and a new pavement that will hopefully last for decades.

Project Staging and Scheduling

Engineer Sponholz said I'd like to give a brief outline of the project staging and scheduling. We discussed this quite a bit at the previous City Council Workshops and with the Neighborhood and Business Meetings. We are planning another Public Open House sometime in the spring, where we can discuss this a lot more in detail, and let the public and community, especially the business owners and so forth, understand the impacts and how we're going to get traffic moved around. If this project is approved, all of the schedule is preliminary; it really depends on the contractor's operations. We would hopefully anticipate the contractor starting work as soon as possible in the spring, in April and May.

Throughout the project, we'll maintain some sort of access to all of the businesses at all times. We'll maintain at least one lane of traffic in both directions for the west end of the project, west of Hardwood Avenue; but on the east end here, east of Hardwood, at times the traffic will only be allowed in the eastbound direction, with the rest of it detoured.

So, starting in April and May, we'll start setting up for major construction by doing some work at the medians, what's highlighted in the blue here would be torn out and setting up for moving traffic over from one side of the road to the other.

Then, in early summer, we'll close the westbound lanes, move that traffic over, and close the southbound lanes, then we'll close the north side ramps here with the construction shown in the areas in orange here.

We'll maintain the two-way traffic with a single lane only, from Hadley to Hardwood, as well as along this East Point Douglas Road, on the portions here in yellow. Then, from Hardwood to the east, we will just maintain that eastbound traffic.

Up until June, with the school still in session, we'll continue keeping both directions of traffic open in front of the schools and delaying the construction right in front of the school until school is out. Once school is out, we'll close the westbound lanes in front of the schools and continue with the construction project in those lanes. Then we'll kind of focus our efforts there in front of the schools, try to get that work done as quick as we can, so then we can move the traffic over to the other lanes here, and continue constructing the eastbound lanes, then, in front of the schools. While still working on the west end here, with the intent there then, as soon as we're done with that, we can get everything back open again for the schools opening in September.

By late summer and into the fall, the westbound and southbound lanes will be completed. The work that's shown in the green here, everything in front of the schools will be open, then we'll work on the construction on the eastbound and northbound lanes, shown in orange. We'll also close the south side of the interchange for that work.

Late fall, we anticipate restoring traffic into their normal lanes, and then continue to maintain at least one lane of traffic in each direction, as we complete all that median work and restore the crossovers.

Assessments

Like I said earlier, tonight's meeting is mostly about the need of this project, but I do have some information on the assessments here. There will be another public meeting, if we move forward with this project, in the fall of 2026, specifically regarding those assessments. The project will be assessing property owners that are adjacent to the project, the parcels highlighted here in red and orange and green are proposed to be assessed. Red is the Commercial District area, Green is the Multifamily Residential, and Orange is the School District properties.

On the south side of 80th Street, between Hemingway Avenue here and Ideal, there's a City frontage road, so the costs along that portion of the project are assigned to the City.

Project Costs

Here's an estimate of the Project Costs, breaking out the Total Costs vs. Just the Construction Costs. The combined portion between 80th and East Point Douglas Road, the construction cost comes to about \$10 million. After we include all the Engineering, Construction, Inspection, and Testing, the Total Project Cost for the City's portion comes to about \$12 million, between those two parts of the project. MnDOT's portion and the County's portion of the project comes to just a little over \$5 million, in total. With the interchange work that portion of the project is not part of our assessments, so the Total Project Cost comes in to just a little over \$17 million.

Assessments

Assessments are proposed to contribute to the funding of the City's portion of the project. Based on the City Assessment Policy that we have, we calculate assessments according to a calculation that we have, and those assessments, based on that calculation, would total \$7.6 million. However, we do apply Special Benefit Appraisals, we brought in BRKW Appraisals to complete Special Benefit Appraisals on all the properties, and they determined that the total value of all those benefits would be \$1.5 million; so, that's the maximum we would be able to assess the properties here.

We did send preliminary assessment values to all the property owners that are impacted, and we held a meeting with them a couple weeks ago. There are 37 different parcels, owned by 29 different property owners. The Special Benefit Appraisal valued those individual parcels, anything from \$1,900 for a parcel to as much as \$251,500 per parcel. There are a lot of different things that go into that, different access, size of the property, and so forth.

Project Funding

So, with the Total Project Costs coming in a little over \$17 million, we have several ways we're bringing some funds into this. We did secure a \$5 million Federal grant, and then we have \$1.8 million of TIF Funds that are contributing to this. MnDOT's funding their work at \$5.2 million, and the County's contributing to part of that for their share of the intersection work on 80th Street, though the far end of the project is actually a County highway route. Sewer and Water Utility Funds are contributing \$50,000. Like I said, the assessments are valued at about \$1.5 million that will be contributing, and then the remainder of the project will be funded with Municipal State Aid Funds; with the State Aid routes here, the State contributes funding from the fuel taxes we pay when we buy gasoline and so forth, and we get about \$2.5 million a year from that allotment. We'll be requesting an advance of that funding from our 2027 allotment so we can move the project forward.

Assessment Terms

If the Council decides to move forward with the project, after we determine the Final Construction Costs next fall, we'll hold the Assessment Public Hearing in the fall. If the City Council adopts those assessments, then property owners may pay that assessment within 30 days of the Council making that adoption to avoid interest charges. Otherwise, the assessment would be payable over 15 years with an interest rate of 1.5% above the bond rate. Partial payments are allowed before that 30 days is over.

Once the project is ordered by the Council here, this pending assessment would show up on the property records.

Deferrals are available if qualified, such as for disability, military, or age, but interest still accrues during those deferral periods.

Work Already Completed

So, here's some of the work that we've already completed:

- We've already completed the Feasibility Report
- Plans and specs are in their final stages now, just about ready to be completed
- We held a meeting in November for the assessed properties, and we got to meet some of those property representatives; since then, I've also spoken to or had email correspondence with some others
- We provided Notice for the Public Hearing today, published in the newspaper, and we sent notices to property owners in the mail

Next Steps

If the project moves forward:

- We anticipate advertising for bids and awarding the bid in March

- Sometime in the spring we'll hold another Open House meeting to discuss more details of those traffic impacts and how to get around the project, and so forth
- If all goes well, we'll get construction going in April and hope they wrap it up by November
- Once Final Costs are determined in the fall, we'll hold that Assessment Hearing
- We are working on more details on getting the message out and providing information to the public and navigating the construction chaos; construction is never easy, so we will be working to get all that out there via email updates, social media, and website
- We have just established a project website, it'll be a click the link on the City webpage
- The City newsletter that's coming out here in December, *Cottage Grove Reports*, will have a link to the project webpage; just verbally here, its 80thstreetcg.com, so check it out, as that will be constantly updated throughout the project and more information will be provided on that page soon

Engineer Sponholz said so, that ends my presentation tonight. Staff brings these recommendations to the City Council for your consideration to conduct the Public Hearing on the need for the improvements, and to Adopt the Resolution to then order the project.

I do want to remind the Council that the Resolution needs at least a 4/5 vote for the project, with Council Member Garza out tonight, that means we'd need all four of you to approve it tonight. With that, do you have any questions?

Mayor Bailey said thank you, Paul. Council, do you have any questions?

Council Member Olsen said thanks, Paul. I know you've had to put us through this presentation maybe now three-or-four times, so it gets better every time, just so you know. A few questions, and I'm just going to kind of put them in a lump sum here for you:

1) The timing of the project, from start to finish. Weather can be a factor, and we dealt with something a couple years ago when the roundabout near Target was being constructed where we had just unseasonably wet weather that put our construction projects throughout the City kind of in a little bit of a tough spot. So, my question is this: Understanding that we have a tight timeline, it's a big project, right, and we want to get it buttoned up in a year, should there be any weather impacts, is there some sort of provision in the bidding or the choice of who we would use to actually do the work that they would potentially work on weekends, if necessary, or later in the day, if necessary?

Paul replied with most of our standard contracts with contractors, we do know that there are weather delays throughout the summer. We have kind of standard estimates of what is expected for normal times that the contractor would not be able to work, so that is included in their schedule, it's included in our schedule, so we hope to make allowances for I guess what would be typical weather delays that are expected. We do mandate a deadline for the contractor with liquidated damages if the contractor fails to meet that deadline. With the amount of work that is scheduled for this, the contractor is going to be expected to understand that scope of work and the timeline. We don't mandate their schedule, but if they're falling behind, we'll certainly say, hey, if you aren't working weekends, it's probably a good idea, because those liquidated damages are going to come. Those liquidated damages are not as a penalty on the contractor, it's a recognition that there are damages to the City, to the public for the delays if they can't get it done.

Council Member Olsen said in particular, I was thinking about the businesses that'll be impacted, so I appreciate you clarifying that because that certainly could get to be sticky if we didn't address it up front.

2) Then the last question I have for you is I know that when we do road projects like this, there's often an opportunity to televise sewer lines, hydrojet, do different things to maintain some of the infrastructure that's there. Do we have any plans to, as the project goes along, look at things like underground wiring for streetlights, or like I said, sewer lines or what have you? Since its going to be available, its right there, we don't have to dig underground because we'll already be digging.

Paul replied yeah, good question, Council Member. I believe we did do all those video logs of the systems as part of that Feasibility Report. So, we've seen what those look like and determined they are in relatively, for the most part, good condition. We have identified a few things that need repairs that we will do as part of the project.

Council Member Olsen said okay, well good enough. Sometimes when you dig in the ground you find stuff that you didn't quite expect, so. Paul said well, there's always that, but. Council Member Olsen said hopefully, that'll give us an opportunity to address some of those things because it is such a busy roadway, you want to do it right the first time, right? So, okay, thank you.

Mayor Bailey said I don't think there are any other questions from the Council at this point, so, thank you, Paul.

Mayor Bailey opened the Public Hearing. No one spoke. Mayor Bailey closed the Public Hearing.

Motion by Council Member Thiede to Adopt Resolution 2025-178, ordering the 80th Street (TH61 to Ideal Avenue), East Point Douglas Road (80th Street South to Tee intersection), and TH61/80th Street Interchange Rehabilitation Project; second by Council Member Clausen. Motion carried: 4-0.

10. BID AWARDS - None.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said just one tonight, mayor. In January, we have our annual planning meeting, and I'm wondering if these assessments are not fun to talk about and people get sticker shocked by them. Back in 1996 or 1997, we had a Pavement Management Task Force that came up with the formula. Let's just talk about it at our January meeting and see if we still have the right assessment dollar amount, are we comparable to other cities, just to make sure we're fair to everybody, I guess. Thank you.

Council Member Olsen said first of all, good idea, Council Member Clausen. We have done a few of those check-ins over the last I don't know, 20 years or so, but we haven't really substantially looked at do we even maybe need to bring the Pavement Management team together; so, I think that's a great suggestion, I look forward to that conversation.

Mayor, all I want to mention tonight is there's a million things going on for the holidays, and I know you're going to cover most of it because you are Mayor Christmas, but as the president of the Cottage Grove Lions Club, I feel compelled to remind everybody that this coming Sunday, at the VFW, we have a Santa Breakfast for kids of all ages. This is going to be a ton of fun for people, a great meal, you get to sit on Santa's lap. Yes, John, you can sit on Santa's lap, you qualify. Sparkles the Elf will be there, we'll have all kinds of giveaways that we're going to give to the kids. So, it starts at 8:00 a.m. on Sunday at the VFW and it goes until Noon. It's going to be just a ton of fun, \$12 for Adults, \$8 for Kids. Like I said, every kid that comes to the event gets a little ticket that they can drop in a bucket to potentially win some fabulous prizes. So, hopefully, we'll see you all there. I'll be running around cleaning tables, that's what I signed up to do, along with my wife and my kids, who are all Lions Club members, but it's more fun when more people come, so please plan for it. Sunday, December 7, VFW, 8:00 a.m. to Noon, the mayor's always there, too, so come for no other reason, you'll maybe get to sit on his lap, too. Okay, thanks.

Council Member Thiede said I'll defer to you.

Mayor Bailey said all right, so a couple things. First of all, more of an official thing, I want to make sure I didn't forget that, so at our last City Council meeting, we had a Closed Workshop session, and in this case, the Closed Workshop session was to give our yearly evaluation, a performance review, of our City Administrator, Jennifer Levitt. After that Closed Workshop session happens, I have to come back at the next meeting and just mention that we did it, and I can share with the public that we gave her a very good review. Council Members kind of do our own thing with the form, and then we kind of put it all together, and it's like, oh, we're all kind of about the same on everything. So, I just wanted to mention great job, Jennifer, on the past year. We also gave her a few goals and objectives for 2026,

going forward, so we'll continue to do check-ins throughout the next year to make sure that we're on par to make those things happen.

Mayor Bailey said as Council Member Olsen was mentioning, and I think it was deferred by Council Member Thiede, tomorrow evening, depending on when you're watching this, on Thursday, December 4, we do have the Hometown Holiday Celebration, right here at City Hall. There's going to be a lot of fun things going on here, and basically, the event officially starts at 5:00 p.m. and goes until about 7:00 or 8:00 p.m. I do know the weather has been, for Minnesota it's a little bit cold out there, but be warm. We will have fire rings out there with fire going out there to keep it warm. We've got a tent that's got heaters in it. The City Hall will be open, there will be movies, I believe, going on again inside City Hall here for kids for the holidays. There's going to be reindeer here, blowups, Santa and Mrs. Claus, and I will be arriving. Obviously, we're going to be having a good time. I believe the Park High School choir is going to be here. One thing I did want to mention is obviously the parking lot here, oh, and food trucks, I should mention the food trucks, but the parking lot here is going to be pretty much blocked off. So, you're going to wonder how am I going to get here? So, I will tell you there will be wagon rides so you can stop at the HERO Center on the north side or you can go to the Washington County Service Center on the south side, and you can get on a wagon ride, which takes you right up here. You get to come in and kids can meet and sit on Santa's lap. We've got a little chair and all that set up out here. So, I just wanted to mention we've had great success over the last few years of doing that here. Our City staff, Parks and Recreation staff, do a great job of putting it all together, so I encourage you to come and join me and assuming most of the Council at this event tomorrow night, and enjoy your community.

The other item I want to mention is obviously we're just over a week away, Saturday, December 13, at 5:15 p.m. is the arrival of the Canadian Pacific/Kansas City, CPKC, but they have their Holiday Train that's going to be arriving here once again in Cottage Grove. It is down along West Point Douglas Road, near the Youth Service Bureau. Again, you can either walk from parking lots or there will again be wagons and such that'll take you, whether from the Park and Ride, and there are some options to park down in that area. Again, the train should arrive around 5:15 p.m., but there is going to be stuff going on before and a little bit after. We'll keep our fingers crossed that the weather will be decent, but there is music. And, of course, the purpose of this, to be right out there in the front, is to support our local area food shelf. So, whether you can bring cash or nonperishable food items, they're already in the fundraising piece; I haven't heard the latest update, Pete, any update?

Director Koerner replied our goal is \$125,000, and we're getting close.

Mayor Bailey said all right, so, our goal is \$125,000, and it sounds like we're getting close already, which is great news, and we really want to thank the CPKC Rail because they're the ones who put this event on, but they also present the Friends in Need Food Shelf with a decent-sized check. Of course, they do this around the country, and I always love to plug this, Cottage Grove is their biggest stop, it's the stop with the most money raised in the U.S.; when I say the biggest stop, it's the biggest in the sense that the number of people that show up to actually be part of the celebration. So, again, another opportunity to give back to your community, but also have a good time for the holidays.

Mayor Bailey said lastly, if you saw my social media post like two days ago, I took a picture and I made a comment that a very large Nutcracker showed up in my front yard. For those who know me, I know he made a comment next door here, Council Member Olsen, that I'm like Mayor Christmas. My house is completely decorated, and there's kind of a joke, and I kind of know who I think put this in there, but we have this big, tall Nutcracker now in my front yard, along with all the other lights and stuff that I have in here. And it's a hockey thing, Zac, I'm just telling you it's a hockey thing, hockey parents that did that. It just showed up out in our yard. So, that's been kind of the joke in the hockey community and also in the neighborhood, but the reason I bring that up is because Cottage Grove does have a Holiday Lights Tour going on right now. So, if you want to see my house or others that are amazing around our community, go onto the City's website, and you can download the map; the map will actually guide you along what's the best route to get to all of these different locations in Cottage Grove. Let's say you go by a house or you are a house but you didn't put your house on the map, you can still do that, all the way up to December 15, and the map will just automatically update itself. So, I encourage you to do that, get out there and see some of the great lights, now that we actually have some snow, and then again have a good time and enjoy your community of Cottage Grove.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 8:48 p.m.

Motion carried: 4-0.

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



City Council Action Request

7.F.

Meeting Date	12/17/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Minutes (2025-10-27)		
Staff Recommendation	Accept and place on file the minutes from the October 27, 2025, Planning Commission meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Minutes 2025-10-27</td></tr></table>	1.	Planning Commission Minutes 2025-10-27
1.	Planning Commission Minutes 2025-10-27		



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

October 27, 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-Excused, Absent.

Members Absent: Terrence Woodman

Staff Present: Emily Schmitz, Community Development Director; Paul Sponholz, City Engineer; Crystal Raleigh, Assistant City Engineer; Zac Dockter, Parks and Recreation Director; Dave Thiede, City Council Liaison.

3. APPROVAL OF AGENDA

Brittain made a motion to approve the agenda. Stechmann seconded. The motion was approved unanimously (6-to-0 vote).

4. OPEN FORUM

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

5. CHAIR'S EXPLANATION OF THE PUBLIC HEARING PROCESS

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

6. PUBLIC HEARINGS AND APPLICATIONS

A. Capital Improvement Program 2026-2030 - Case CP2025-027

The City of Cottage Grove has applied for a Comprehensive Plan Amendment to amend the Capital Improvement Program (CIP) for 2026-2030.

Raleigh summarized the staff report and recommended approval. Dockter answered questions regarding parks and park facilities.

Frazier asked if there were any questions for staff.

Brittain said it's kind of hard to tell from the picture, but asked if on the back side of the Kingston Park Building, where the actual playground is, will there still be a shelter-type area, kind of open but protection from the rain, giving some shade; that's there currently, and the building might have it but you can't really see the other side. Does that question make sense? So, on the back side, is there going to be some shade protection area where you can sit and watch the kids play, or is that gone with this new building style? Dockter replied so, the building itself will not have shade around it. So, the back side of the building that you're referencing right now, the back of the image here, that will be access to both the men's and women's bathrooms, which are considerably larger bathrooms than they are today. Right now, we have a plan for three shelters, to go in between the playground and the building. So, there will be three independent shelters; at one point, we had the awning connected to the building, and between cost and functionality, we kind of decided that, particularly with individual programming or rentals, to be able to have the three shelters servicing separate programs would be a good idea. So, that's what we transitioned to. Brittain replied okay, thank you.

Bhat said so, I do see there's a tennis court replacement on Highlands Park on the agenda, but it's two-or-three years down the line; but if you look at the tennis courts at that place, it's already really bad. So, any chance that you will move some of these projects up? Dockter replied so we do analyze all of our courts every year, so, yes, there's a possibility that could move. It wouldn't move up to 2026, but again, we'll look at them again in the spring and see how things have shifted; and then we either repair as best we can or we shift projects, and sometimes we shift projects entirely. It doesn't have to be a court for a court, it might be you know what? This playground's doing okay, this court's not doing okay, we have to flip those things. So, we look at all that. But if you have specific concerns when you see things, I tell people let us know because we inspect things, we get out there, but sometimes it's amazing how quickly sometimes pavement can go from safe and fine to oh, my gosh, the crack opened up. So, let us know. Bhat replied thank you, one more question. So, the two Zambonis at the Ice Arena will actually be replaced? Dockter replied yes, we actually have three ice sheets there, so we have one unit per rink, that services each rink. So, the two that are there now are both coming up on their 20-year life expectancy, so we'll replace those. And they do have a little resale value, so we'll get some resale value out of those, too. Bhat replied okay, thank you.

Knable asked for the Woodridge playground surface, is any equipment being swapped out during that as well? Dockter replied that would be in 2030, the \$500,000? Knable replied yeah. Dockter said, no, that's just the safety resurfacing. Mindboggling, isn't it? So, actually, we just invested into that maybe two months ago; they came in and they put a binder on it, like a thick binder. They did a lot of patching to fix a lot of the bad spots, and then they put a binder on it. So, we're hoping that carries us another five-to-seven years, but I had to put something in there to get it on the table. Knable said thank you.

Frazier asked if there were any further questions about parks and park facilities; none were asked. Frazier thanked Dockter, and Dockter replied all right, good night.

Frazier asked if there were any questions about the second half of the presentation.

Brittain said you mentioned Mill and Overlay, you mentioned Total Reconstruction, is there also just an overlay, does that still get used, or? Raleigh replied yes, our Streets crew does what they call a thin overlay, and that's a project that they do based on what they're seeing out in the field and some PASER ratings that we do annually. It's just we do this internally with our own staff and funds from that Roadway Maintenance Fund are used to fund the materials that are used, but our own staff is able to provide that thin overlay. Brittain asked do you recall how long the thin overlay is supposed to extend the life of the road before it needs to be worked on? Raleigh replied sure, it's a relatively newer thing that we've been doing, but we've been getting five, six years out of those thin overlays. They've been a really great tool in the toolbox when it comes to Pavement Management. Brittain said okay, and in regards to those three things, is the Total Reconstruct the only thing that gets assessed, or are there any assessments involved with the Mill and Overlay? Raleigh replied great question, Commissioner Brittain, the only assessments come with the Pavement Management Projects or if there's a big reconstruct, like the 80th Street project, that also has some assessments involved; but Mill and Overlay is definitely not assessed and those thin overlays are also not assessed. Brittain replied okay, thank you, so that was that question. On a different note, you showed a light for the Ravine Parkway connecting your east Ravine Park entrance. So, up at the top of the hill, County Road 19 and East Point Douglas. Raleigh said yes, at the Shoppes at Cottage View? Brittain replied yes, right there. So, you've got a signalized intersection or a signalized stopping point right at the park entrance, correct? Raleigh replied that is correct. Brittain asked so is there concern that causing cars heading north to stop on that because that's a pretty reasonable grade approaching this; in icy conditions, I'd be concerned that you might have some issues with actually causing a vehicle to stop there and then get going again. Is there not a concern with that? Raleigh replied sure, this is super conceptual at this stage. I don't know that that close and the grades coming to an intersection certainly haven't been looked at with this project yet. So, we're pretty far out there, but in general, expected traffic volumes are kind of warranting a

signal there but that could change, too. Brittain said a roundabout, and Raleigh said it could be a roundabout, I wouldn't put it past us. Brittain said thank you, I would love that. Brittain said all right, third thing, the water softener. Just out of curiosity, I use way more water on my yard annually than I do not on my yard. So, when you're talking about softening water, is it to the level that I currently soften my own water to, or is it to some other level of reduced hardness from where we exist now? I'm just curious at how this water that's going to go on peoples' yards is going to be softened, if it gets done, and how does that process take into consideration that water usage? Raleigh replied Commissioner Brittain, that's a fantastic question that I wish I could answer. I do not have those types of details on the water softening, do you? The person she asked replied no. Raleigh said I'll have to get back with you, I'm going to check with Ryan Burfeind on that. Brittain said well, in the past, it seemed like that was more of a long-term dream, and this seemed a little bit more real. So, I just figured I'd ask because it was seeming a little more real than it has in the past. Raleigh replied yeah, in the couple years I've been here, it's been the last thing on the CIP; so, it's just something that hangs out there, at the end, and I don't know if it's any more real this year than it was in other years. But we are making room for it and planning for it to happen some day, but the level of softening I can't answer right now. Brittain replied okay, thank you.

Stechmann said just a brief question about the project planned for 80th Street next year, the overlay project. My recollection is that a portion of it, \$5 million, was planned to be paid by Federal grants. Has the City done any contingency planning in case that money suddenly becomes unavailable? Raleigh replied great question, and I am going to ask our City Engineer to see if he knows about that. Paul Sponholz, City Engineer, replied I wouldn't say that we've got any contingency plans, but every indication that we've gotten from the Feds at this time, it is there is no change in it, so we are moving forward with those plans. They keep telling us it's still okay, so we're moving forward that way. Stechmann said sounds good, thank you.

Bhat asked can you explain to me one more time what's the difference between Pavement Management against other road construction? Raleigh asked Bhat, Pavement Management or Mill and Overlay construction, which he confirmed. Raleigh replied so, Pavement Management is a much more comprehensive reconstruct of the roadway. So, in Pavement Management, we're taking all the pavement off, we're reconstructing the gravel base, recompacting it and bringing it back up. Also, once we have the pavement off, we are fixing any utilities that might have issues in the roadway, and we're also redoing curb and gutter along the side of the road, and any sidewalk that might need replacement in that neighborhood would get done at that time. Whereas with a Mill and Overlay, we're strictly stripping off the top two inches of pavement and repaving it. So, there are no utility adjustments or curb and gutter or anything in a Mill and Overlay project. Bhat said okay, thank you.

Frazier asked if there were any other questions for Raleigh, there were none, so Frazier thanked Raleigh.

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

Frazier asked if there were any further comments by the commission.

Brittain said I'd just like to say great job. I mean, of the hundreds of pages in the packet, that was very well summarized and easy to understand. So, thank you for all the hard work. It makes it pretty clear that the value that these projects have and what's actually being done where in a very understandable format, so thank you.

Frazier said I'm just going to add my thanks. I know this is, a lot of the stuff stays the same every year and a lot of the dream kind of projects stay at the end of the project. It's always interesting to see how things move up, as needs kind of vary for the City and what's going to get funded and what's not, because obviously there's a lot of things we'd like to do, but it's what do we need to do to make sure that we're providing services that the people who live here expect. And, so, thank you for all of your work on that project, the two of you here, as well as the many other people who are not here who put together that presentation.

Brittain made a motion to approve the Comprehensive Plan Amendment to amend the Capital Improvement Program (CIP) for 2026-2030. Knable seconded. The motion was approved unanimously (6-to-0 vote).

7. PRESENTATION

A. Draft 2025 East Ravine Alternative Urban Areawide Review (AUAR) Update

Schmitz provided a presentation on the East Ravine AUAR Update.

8. APPROVAL OF MINUTES

A. Approval of the September 22, 2025, Planning Commission Meeting Minutes

Fisher made a motion to approve the September 22, 2025, Planning Commission Meeting Minutes. Bhat seconded. Motion passed unanimously (6-to-0 vote).

9. REPORTS

A. RECAP OF OCTOBER 2025 CITY COUNCIL MEETINGS

Schmitz summarized the actions taken at the October 1 and October 15, 2025, City Council Meetings. She said with that, Council Member Dave Thiede is here with you this evening if you have any additional questions for him tonight.

Council Member Thiede said just to add a couple, somewhat significant things: You might have heard that Cedarhurst and Bellagala, they were having some issues and possible uncertainty of Federal funds, etc., so they had sent a note and said that they needed to back out of the deal. We are working with them on a couple different possibilities to kind of keep that in play because we pretty much all feel that that was a very good plan for that area, and I think it's one that the people around the neighborhood also liked. So, just to let you know, that is kind of continuing and we're doing some work with the owners on other possibilities. I know Director Schmitz has been relatively close to that project also. We did get a proposal at the Furber House, the new owners out there are proceeding with some plans to actually get that house fixed up, which would be nice. They do plan to use it for people who are having weddings and things like that, to kind of be like a rental, an Airbnb. So, that is also good news. Council Member Thiede asked if commissioners had any questions on other things that might be going on; I was going to mention as we were talking through the CIP, most of you are kind of veterans to that, too, you've been around for a while, and some of that is a wish list. There are some things that definitely need to happen, but there are some that definitely tend to get pushed out until we figure out how to get different financing. I remember some of the first times I saw it and I saw all that money, and I was like well, where the heck are we gonna come up with all that money? Well, you know, it's not all just us, we see how some of it is funded by Washington County, some of it is State funding, some of it are the grants and things like that. So, I'm usually asking a lot of questions on where the heck is the money going to come from, as when it's sitting out there in the public record with that much money on it, sometimes people start getting all wild about it. So, I'm pretty certain you guys all understand that kind of stuff.

Frazier asked if there were questions for Council Member Thiede.

Fisher said so, I've been seeing a lot more like e-bikes and e-scooters and small people that should not be riding them or driving them around. I've almost hit children driving these, like I'm just wondering, I actually said to my husband somebody is going to die on one of these things because kids take them, they don't know the rules of the road, they just don't know any better. So, I'm wondering if the City of Cottage Grove has any sort of plan or has considered or has started talking about if there's any sort of regulation or rules or something that we can do; I'm just afraid that a kid's going to get killed, like it's almost a daily occurrence on the social media platforms, somebody's been hit somewhere. I just feel like it's a huge danger in our community now, and I'm just curious to know how the City can help make some guidelines because these are new things, right, that we haven't had for very long, and so nobody knows how to behave themselves with them yet. So, how do we provide a framework for people? Council Member Thiede replied we are going to have more of that discussion, that topic has come up, and it's been recognized as something that we need to address because it is becoming more prevalent. You know, the first thing I'm thinking is that gees, they should be pedaling their bikes. Fisher said well, I was coming east on 80th in my neighborhood, I live on the west side of the highway, and there's the onramp to Highway 61, and they didn't even look, you know? It's just somebody's going to get killed, it's just a matter of time, and it's scary as a mom, you know, to think about, because we didn't have any of that stuff. There's no way to prevent it without some framework, so. Council Member Thiede replied I think that's going to come to like the Planning Commission, besides the Council having, I think we're scheduling a workshop on that soon. Fisher replied so, there are things that are starting to form with that? Council Member Thiede replied right. Fisher said, okay, thank you.

Frazier asked if there were any other questions for Council Member Thiede, none were asked. Frazier told Council Member Thiede all right, thank you for being here.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES

Frazier said we had one request last meeting, and I think we resolved that, so I'll consider that resolved.

C. PLANNING COMMISSION REQUESTS

Frazier asked if there were any requests for staff tonight, and there were none.

10. ADJOURNMENT

Stechmann made a motion to adjourn the meeting. Fisher seconded. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 7:51 p.m.



City Council Action Request

7.G.

Meeting Date	12/17/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Economic Development Authority Meeting Minutes (2025-11-19)		
Staff Recommendation	Approve the November 19, 2025, Economic Development Authority Special Meeting minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>11-19-2025 EDA Meeting Minutes</td></tr></table>	1.	11-19-2025 EDA Meeting Minutes
1.	11-19-2025 EDA Meeting Minutes		



COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY
12800 Ravine Parkway South
Cottage Grove, MN 55016
COUNCIL CHAMBER - 7:30 A.M.

November 19, 2025

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Jaime Mann, Assistant to the City Administrator, called the roll:

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

EDA President Bailey thanked everybody who made it here this morning, as it's not our normal day to meet.

Staff Present: Jennifer Levitt, City Administrator
Jaime Mann, Assistant to the City Administrator

Others Present: None.

4. APPROVAL OF MINUTES

A. *Staff Recommendation: Approve the August 12, 2025 Economic Development Authority Meeting Minutes.*

EDA Vice President Olsen made a motion to approve the August 12, 2025 Economic Development Authority Meeting Minutes; second by EDA Member Khambata. Motion carried: 5-to-0.

5. BUSINESS ITEMS

A. Economic Development Update
Staff Recommendation: Receive Federal Beige Book Report & Development Update.

City Administrator Jennifer Levitt said today I have a few things to highlight on the Economic Development side of things. As always, we start with the Federal Beige Book Report: Economic Activity: Was flat to slightly down since the previous report. Wage Growth: Was modest overall, with some signs of slowing. Prices: Increased modestly. Manufacturing and Commercial Real Estate: Were flat, and I know Mayor Bailey and EDA Vice President Olsen, as we were at MNCAR last week, we were aware that there is a little bit of that slowing hesitation in that commercial market sector right now. It's kind of like everybody's waiting to see what's going to happen before they launch into their next investment. Consumer Spending, Tourism Activity, Construction Activity, and Residential Real Estate: Have decreased. I heard it in the report this morning that October definitely had a slowing of the residential real estate market, so we're kind of keeping close tabs on that here in Cottage Grove, but still probably going to hit our residential targets for new housing starts in Cottage Grove. Agricultural Conditions: Have weakened. Women and Minority-Owned Businesses: Activity continued to decline.

Community Development Updates: Intermediate Zone Water Treatment Plant: This is the one that's located behind the Central Fire Station, on 80th Street. This one is what I'll say is concrete heavy, so I think we have about five-or-six more months of constant concrete pouring because in this we have a Clearwell and these Backwash Tanks that are all underground; the contractor's goal has been to try to get all of that infrastructure that's under the ground completed before snow flies. So, you can see that they're making great progress in that. Water Tower: Staying with that water theme, the Water Tower, which you have probably seen if you've driven down Highway 61. Right behind the Park and Ride, you can see the crane that's lit up at night; that crane is helping to do the different lifts of concrete on the base of the tank. So, they've completed the fifth, sixth, and seventh lift and are preparing for the eighth. The concrete bowl will probably be set, probably in about Q2 of 2026, and so then it will really start to look more like a Water Tower at that point. This is actually the first Water Tower with a concrete base here in Cottage Grove. So, we're excited for a little different look for our Water Towers, and since you guys are the Economic Development Authority, I'll tell you that this Water Tower is actually critical for growth in our Industrial Park as we continue to attract users; so, that is the tie between the EDA and this Water

Tower. SoWashCo Schools Transition Program Building: When it comes to school projects, there is a lot happening around the community. You've probably seen the Transition Building, that is owned by the School District, at 70th Jamaica. They did a lot of site work and demo, and you may have asked, well, why did they take the roof structure off so much of the existing building? Because there have been so many different additions to it, the interior truss layout didn't actually provide for the ductwork to go through it very efficiently, and so they actually had to remove a good section of the roof of the existing building to make that tie in. So, they're making great progress, and it's really going to change the look of that corner in our community. Park High School: You've probably seen a lot of the exterior work related to the drive lanes has been completed, the grass is growing. All the construction activity is now taken down around 80th Street. If we look at the actual office area, they're making great progress in that, completing the electrical, mechanical, and fire suppression; then the underground plumbing and electrical work are underway on that new addition out the back. So, I think they're actually probably a little bit ahead of schedule, I may have just now jinxed them in that. So, we're excited for Park High School and to see how well that project is going. Oltman Middle School: Obviously getting some additional work done. This was where they had the additional wing that was originally planned when they built the school. At the time, they didn't have enough funding to complete the wing, plus their student count was a little bit lower. So, now they've gone to add that additional classroom wing onto the building, and you can start to see that blockwork and steel is starting to take shape there, and they're pouring the concrete floors for that storm shelter, which is a new Code requirement for schools. Cottage Grove Middle School: You can see the small addition here with the steel going up, and they're just trying to get that enclosed for winter. So, I will have to say the School District is doing a great job in keeping our economy going and providing jobs for construction here in the community. Speedway (7162 East Point Douglas Road): One update that I wanted to provide was for Speedway, as probably a lot of people have seen the different activity taking place here. There is a demo permit to remove that gas canopy and then to actually remove the underground fuel tanks at that site. So, you've probably seen a lot of activity located there. We're anticipating that there's going to be a land sale related to this site in December, and so hopefully, we'll maybe have a Planning application in Q1 of 2026.

Administrator Levitt said that is all the updates I have for this morning. EDA President Bailey thanked Administrator Levitt and asked if there were any questions. None were asked.

B. TIF Agreement Amendment for Roers Cottage Grove Apartments, LLC

Staff Recommendation: 1) Approve the Amended and Restated Contract for Private Development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC. 2) Approve the Assignment of Tax Increment Financing Agreement.

Administrator Levitt said EDA Members, the reason you are all here today is so that we can approve these modifications because as I always joke, there's only two seasons in Minnesota, winter and construction, and Roers would like to get under construction in the next two weeks. So, we appreciate the fact that you were willing to come in this morning to be able to address this issue.

The Roers site, as you know, is located at 6850 East Point Douglas Road; its that last parcel that was left in the plat at the end of East Point Douglas Road. Now, many of you probably know that this is a very complex site because of the gas main that ran through there, it took a lot of additional negotiation, a lot of revisions to the Site Plan, and then on the back side of it is a very large retaining wall. So, this was a very small site with a lot of challenges to overcome, which is one of the reasons we're looking at TIF related to the project.

We looked back at the project details: It is 144 units, and when we look at the affordability component, we have 29 units at 50% AMI, 8 units at 60% AMI, and then we have 37 units that are those more naturally affordable units, between 70% and 80% AMI, and the rest of the units are all market rate. You can also then see the mix of studios, one bedroom, two bedroom, and three bedrooms. Then, just for a frame of reference, at the bottom of the screen, I did show what a 60% AMI income for one person and what the theoretical rent is, just to give you a flavor for how the AMIs play out in this.

I will note that none of the financial details and none of the affordability components have changed. So, in your document for the TIF, you see it's all dates that have changed because when this originally took place in January of 2024, there was an understanding that they were going to move more quickly, but unfortunately, there were some challenges with the site they had to overcome. So, in regards to the TIF, that assistance is for 15 years, at a value of \$1.96 million; none of that has changed. And as I said, none of the actual affordability of those unit counts have changed since you approved it in January, 2024.

So, today, we are looking for recommendations: One is to approve the Amended and Restated Contract for Private Development between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC, and the second is to Approve the Assignment of the Tax Increment Financing Agreement.

EDA President Bailey said all right, thank you, Jennifer. Are there any questions for Jennifer on this one? I know we've seen this before, it's just changing a few dates. Thank you to Roers for hanging in there for all of this; we've had so many different people kick

the tires on that site, and it just became such a hassle, like you guys have dealt with; so, I just want to thank you for hanging in there through all these changes to get a good quality project out of that corner there.

EDA President Bailey said seeing no comments or questions from the EDA, we've got two separate motions on our screen if somebody would like to take the top one.

EDA Khambata made a motion to Approve the Amended and Restated Contract for Private Development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC; second by EDA Member Latack. Motion carried: 5-0.

EDA Member Tschida made a motion to Approve the Assignment of Tax Increment Financing Agreement; second by EDA Member Khambata. Motion carried: 5-0.

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS

EDA President Bailey said just real quick, if you hadn't seen this, the City of Cottage Grove at the most recent Chamber event was given the award of Large Business of the Year for all of the support that we do with all of our local businesses. So, that was quite an honor. At the same time, which is pretty cool, the Small Business of the Year actually went to River Oaks Golf Course for all the things that they've been doing down there, too. So, it was kind of neat to see that we both got those awards; on the small business side, I guess they considered River Oaks to be kind of that small business, then they honored us as the Large Business of the Year.

Then, I should also throw in there the Mississippi River Valley Beyond the Yellow Ribbon, which is a fairly somewhat new group, because they've been encompassing other groups, got the Volunteer Group of the Year, of the charitable organizations, so that was pretty cool to see all of them being recognized.

EDA Vice President Olsen said I'll try to be brief because I know the team's counting on a short meeting. I just wanted to mention a couple of holiday events that are coming up for the EDA Members to share with their friends and families and their social networks:

First of all, on December 4, here at City Hall, we will have our Hometown Holiday Celebration again this year. I believe this is the third or fourth annual, it seems to get bigger every year, which will be a lot of fun. And is the start time 5:00 p.m. or 4:30 p.m.? Jaime replied it begins at 5:00 p.m., but the wagons will start rolling at 4:30 p.m. Council Member Olsen said okay, perfect, so bring your friends and family down. It's always a ton of fun, there will be food trucks, and Santa will be here along with Sparkles, the Elf, and they'll be sitting in the big chair and doing all the fun things, so bring your kids.

The other thing is December 7, we have the Cottage Grove Lions Santa Breakfast at the VFW from 8:00 a.m. to Noon; again, a great opportunity to come and sit on Santa's lap for children of all ages. The price to attend that event is \$12 for adults, \$8 for kids, it's always a really good time, and you'll get to see me slinging hash and doing all kinds of fun things. So, come down and visit us at the VFW that day, it'll be a lot of fun.

We have the Holiday Train coming to town again this year, as you can see from the photographs on your screen, and this year it's on a Saturday, December 13, which is really, really good. The train always stops by the Youth Service Bureau building on West Point Douglas, and I believe the train is intended to arrive at around 5:00 p.m., but we're going to allow people to start gathering around 4:00 p.m. Get down there, get your hot chocolate, come and check out the train, it's always a lot of fun, and it's a huge fundraiser for our Friends in Need Food Shelf. Need is up this year by a lot, last I heard it was somewhere around 60% vs. last year. So, this is their largest fundraiser of the year, they get about 30% of their annual funding from the Holiday Train event, and I know they have a target this year of somewhere in the neighborhood of about \$125,000, is that correct, mayor? EDA President Bailey confirmed that. EDA Vice President Olsen said so, it would be great if you could come down and have some fun with your family and maybe dig into your pocket for a couple of bucks and help support the Friends in Need Food Shelf at the Holiday Train.

8. WORKSHOP - None.

9. PRESENTATIONS - None.

10. ADJOURNMENT

EDA Member Khambata made a motion to adjourn; second by EDA Member Latack. Motion carried: 5-to-0.

The meeting was adjourned at 7:45 a.m.

EDA President Bailey thanked everyone for coming in this morning, and notice that we do have an EDA Meeting on December 2, at 6:00 p.m., a little different this time.

Respectfully submitted,

Jaime Mann
Assistant to the City Administrator

JM/jag



City Council Action Request

7.H.

Meeting Date 12/17/2025

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: December 9, 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 - DECEMBER 17, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001717	8458	90th Street South	IH2 Property Illinois LP
RENT-001719	8368	Hefner Court South	IH2 Property Illinois LP
RENT-001919-	9514	Kimbrow Avenue South	JD Storage LLC
RENT-001961-	6812	Meadow Grass Lane South	Nguyen, Kim-Anh
RENT-001962-	8970	92nd Street South	Nguyen, Kim-Anh
RENT-001986-	7415	Ideal Avenue South	Conway, Brandon
RENT-002028-	8925	Ironwood Avenue South	Linda Patten
RENT-002029-	8474	90th Street South	Dave Schneider and Linda Patten
RENT-002031-	8112	Grafton Avenue South	Dave Schneider and Linda Patten
RENT-002032-	8921	Greenway Avenue South	Dave Schneider and Linda Patten
RENT-002140-	7679	Hyde Avenue South	River Valley Rentals, LLP
RENT-002142-	7675	Hyde Avenue South	River Valley Rentals, LLP
RENT-002154-	8231	Harkness Road South	River Valley Rentals, LLP
RENT-002167-	8412	Grange Boulevard South	Invitation Homes
RENT-002168-	7136	Jonathan Avenue South	Invitation Homes
RENT-002174-	6910	Skylark Court South	Invitation Homes



City Council Action Request

7.I.

Meeting Date	12/17/2025						
Department	Administration						
Agenda Category	Action Item						
Title	Therapeutic Massage License — National Criminal History Background Check						
Staff Recommendation	Approve Ordinance 1105, requiring a federal background check for all massage therapist licenses as outlined by Minnesota Statute 299C.77 (Federal Background Checks by Political Subdivisions).						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo - Massage Therapy Background Check Amendment</td></tr><tr><td>2.</td><td>Draft Massage Therapy Ordinance Amendment 11-11-25</td></tr><tr><td>3.</td><td>Ordinance 1105 Clean (Amendment to Massage Therapy Ordinance)</td></tr></table>	1.	Memo - Massage Therapy Background Check Amendment	2.	Draft Massage Therapy Ordinance Amendment 11-11-25	3.	Ordinance 1105 Clean (Amendment to Massage Therapy Ordinance)
1.	Memo - Massage Therapy Background Check Amendment						
2.	Draft Massage Therapy Ordinance Amendment 11-11-25						
3.	Ordinance 1105 Clean (Amendment to Massage Therapy Ordinance)						



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

From: Tamara Anderson, City Clerk

Date: 12/9/2025

Subject: Therapeutic Massage Business Licensing Federal Background Checks

Background

Recent changes in state law, specifically Minnesota Statutes § 299C.77 (Federal Background Checks by Political Subdivisions), explicitly authorize and outline a new process for cities to investigate the state and national criminal history background of applicants seeking licenses for massage service businesses.

To align our City Code with this new state process, the City Council is asked to consider an amendment to our City Code (Title 3, Chapter 7, Section 3-7-3) regarding Therapeutic Massage Business licensing, detailed in Ordinance 1105 (attached).

This essential alignment mandates that applicants must now provide:

1. A signed criminal history check consent form for both state and national background checks.
2. A full set of classifiable fingerprints.
3. A new fee covering both the required BCA (Bureau of Criminal Apprehension) charge and all associated administrative costs for the fingerprinting process.

Fee

The shift to allow Minnesota local governments to federally submit fingerprints for massage therapist licensing is an essential step forward. This measure will facilitate comprehensive national criminal background checks, ensuring we uncover criminal history across all jurisdictions. Ultimately, this will significantly protect residents by preventing practitioners with serious offenses from being licensed and elevating the professional credibility of current, legitimate massage therapists by clearly distinguishing them from those who engage in illicit activity.

However, the new requirement to submit fingerprints and other information to the BCA for a national check involves an additional fee the city will collect and remit to the State of Minnesota BCA on behalf of the applicant.

This new Massage Therapist Fingerprinting Fee will be \$100.00, including fingerprinting as well as Federal and Local background checks. This is a one-time fee, and applicants will only

be required to be fingerprinted once, provided their Minnesota massage therapist license remains current.

Recommendation

Approve Ordinance 1105, requiring a federal background check for all massage therapist licenses as outlined by Minnesota Statute 299C.77 (Federal Background Checks by Political Subdivisions).

ORDINANCE NO. _____

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA,
AMENDING COTTAGE GROVE CITY CODE
TO REQUIRE A STATE AND NATIONAL CRIMINAL HISTORY BACKGROUND
CHECK FOR A THERAPEUTIC MASSAGE BUSINESS LICENSE.**

WHEREAS, Section 3-7-3 in Chapter 7 of Title 3 of the City Code requires a therapeutic massage business to obtain a license from the City of Cottage Grove; and

WHEREAS, Minnesota Statutes Section 299C.77 authorizes the City to investigate the state and national criminal history background of an applicant for a business providing massage services; and

WHEREAS, the City Council has investigated and finds it is appropriate to amend the license application requirements in Section 3-7-3 of the City Code to require the applicant for a therapeutic massage business license to provide a signed criminal history records check consent form for the state and national criminal history check request, a full set of classifiable fingerprints, and the required fee for the Minnesota Bureau of Criminal Apprehension to conduct the check, in accordance with Minnesota Statutes Section 299C.77, subd. 2; and

NOW, THEREFORE, the City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The Code of the City of Cottage Grove, County of Washington, State of Minnesota, Title 3, Chapter 7, Section 3-7-3 regarding required licenses for therapeutic massage business shall be amended as follows (new text shown as underlined):

§ 3-7-3: LICENSE REQUIRED:

A. Therapeutic Massage Business: No person shall operate a therapeutic massage business without a license obtained pursuant to Title 3, Chapter 1 of the City Code. Licensed therapeutic massage businesses may only provide therapeutic massage services by licensed massage therapists who are employed by the business. No more than one (1) business license shall be issued to any one (1) person or for any one (1) location in the City.

B. Massage Therapists: No person shall provide therapeutic massage services without a license obtained pursuant to Title 3, Chapter 1 of the City Code. A licensed massage therapist may only provide therapeutic massage services as part of a licensed therapeutic massage business. A massage therapist license shall only be issued to an individual and shall not be issued to a partnership, corporation, or other organization or entity.

1. Application: Application for a massage therapist license shall be made on a form prescribed by the City, and shall include the requisite information under City Code Section 3-1-2 as well as any of the following information:

a. Proof of Education/Certification: The applicant shall have proof of at least one (1) of the following education/certification requirements sent directly from the institution, program, Examining Board or Certification Board to the City:

(1) Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.

(2) Passing results of Massage and Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards (FSMTB), the National Certification Exam for Therapeutic Massage (NCETM) or National Certification Exam for Therapeutic Massage and Bodywork (NCETMB) administered by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB).

(3) Board Certification in Therapeutic Massage and Bodywork (BCTMB) from the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB).

b. Criminal History: A national and state criminal background investigation is required. The applicant shall provide a signed criminal history check consent form for the state and national criminal history check and a full set of classifiable fingerprints.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

This amendment is to amend the license application requirements for a therapeutic massage business in 3-7-3 of the City Code to require state and national criminal history background checks in accordance with Minnesota law.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2025

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Published in the *St. Paul Pioneer Press* on _____.

ORDINANCE NO. 1105

AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING COTTAGE GROVE CITY CODE TO REQUIRE A STATE AND NATIONAL CRIMINAL HISTORY BACKGROUND CHECK FOR A THERAPEUTIC MASSAGE BUSINESS LICENSE.

WHEREAS, Section 3-7-3 in Chapter 7 of Title 3 of the City Code requires a therapeutic massage business to obtain a license from the City of Cottage Grove; and

WHEREAS, Minnesota Statutes Section 299C.77 authorizes the City to investigate the state and national criminal history background of an applicant for a business providing massage services; and

WHEREAS, the City Council has investigated and finds it is appropriate to amend the license application requirements in Section 3-7-3 of the City Code to require the applicant for a therapeutic massage business license to provide a signed criminal history records check consent form for the state and national criminal history check request, a full set of classifiable fingerprints, and the required fee for the Minnesota Bureau of Criminal Apprehension to conduct the check, in accordance with Minnesota Statutes Section 299C.77, subd. 2; and

NOW, THEREFORE, the City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The Code of the City of Cottage Grove, County of Washington, State of Minnesota, Title 3, Chapter 7, Section 3-7-3 regarding required licenses for therapeutic massage business shall be amended as follows (new text shown as underlined):

§ 3-7-3: LICENSE REQUIRED:

A. Therapeutic Massage Business: No person shall operate a therapeutic massage business without a license obtained pursuant to Title 3, Chapter 1 of the City Code. Licensed therapeutic massage businesses may only provide therapeutic massage services by licensed massage therapists who are employed by the business. No more than one (1) business license shall be issued to any one (1) person or for any one (1) location in the City.

B. Massage Therapists: No person shall provide therapeutic massage services without a license obtained pursuant to Title 3, Chapter 1 of the City Code. A licensed massage therapist may only provide therapeutic massage services as part of a licensed therapeutic massage business. A massage therapist license shall only be issued to an individual and shall not be issued to a partnership, corporation, or other organization or entity.

1. Application: Application for a massage therapist license shall be made on a form prescribed by the City, and shall include the requisite information under City Code Section 3-1-2 as well as any of the following information:

a. Proof of Education/Certification: The applicant shall have proof of at least one (1) of the following education/certification requirements sent directly from the institution, program, Examining Board or Certification Board to the City:

(1) Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.

(2) Passing results of Massage and Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards (FSMTB), the National Certification Exam for Therapeutic Massage (NCETM) or National Certification Exam for Therapeutic Massage and Bodywork (NCETMB) administered by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB).

(3) Board Certification in Therapeutic Massage and Bodywork (BCTMB) from the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB).

b. Criminal History: A national and state criminal background investigation is required. The applicant shall provide a signed criminal history check consent form for the state and national criminal history check and a full set of classifiable fingerprints.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

This amendment is to amend the license application requirements for a therapeutic massage business in 3-7-3 of the City Code to require state and national criminal history background checks in accordance with Minnesota law.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2025

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Published in the *St. Paul Pioneer Press* on _____.



City Council Action Request

7.J.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Council Meeting Schedule

Staff Recommendation Approve the 2026 Council Meeting Schedule.

Budget Implication N/A

Attachments

1.	Memo - 2026 Meeting Schedule
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TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Tammy Anderson, City Clerk

DATE: December 2, 2025

RE: 2026 Council Meeting Schedule

Discussion

The City Council holds regular meetings on the first and third Wednesdays of each month. Additionally, the City Council may schedule special meetings and workshops as needed.

Recommended Meeting Schedule for 2026

Regular Meetings - 7:00 PM

January 7, 2026 and January 21, 2026
February 4, 2026 and February 18, 2026
March 4, 2026 and March 18, 2026
April 1, 2026 and April 15, 2026
April 29, 2026 (Joint Meeting with Woodbury)
May 6, 2026 and May 20, 2026
June 3, 2026 and June 17, 2026
July 15, 2026
August 5, 2026 and August 19, 2026
September 2, 2026 and September 16, 2026
October 7, 2026 and October 21, 2026
November 4, 2026 and November 18, 2026
December 2, 2026 and December 16, 2026

Strategic Planning Workshop

January 10, 2026

Special Budget Workshops

July 22, 2026
July 29, 2026
August 26, 2026

Cancel the Regularly Scheduled Meetings

July 1, 2026

Recommendation

Approve the 2026 Council Meeting Schedule.



City Council Action Request

7.K.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Fee Table

Staff Recommendation Adopt Ordinance 1106, authorizing the implementation of fee changes, increases, and additions for the year 2026, effective January 1, 2026.

Budget Implication

Attachments

1.	Memo 2026 Fee Table
2.	Fee Ordinance 2026 (Ordinance 1106)
3.	2026 Proposed Fee Schedule



To: City Council
Jennifer Levitt, City Administrator

From: Tamara Anderson, City Clerk

Date: December 14, 2025

Subject: Fee Table Update – Ordinance 1106

Introduction/Background

A comprehensive review of the City Fee Table was recently conducted by staff to identify and rectify inconsistencies and outdated entries. This review revealed a few areas requiring updates to ensure the table accurately reflects current costs and service descriptions. The proposed changes are primarily administrative in nature, addressing issues such as:

Licensing

Solicitor's Fee - Due to a notable increase in solicitors and peddlers in Cottage Grove (growing from 77 solicitors in 2023 to 142 as of mid-2025), and recognizing that the City presently charges no annual fee for solicitors' registrations and only a \$100 fee for peddlers' licenses (which includes a background check), a \$75 fee for solicitor licensing is proposed for the 2026 fee schedule to address the administrative costs that are currently not being received. While a basic internal process for applications and background checks exists, estimated at 20-30 minutes per applicant, the current fee structure fails to cover these administrative efforts, unlike many surrounding cities whose average licensing fee is \$140 and who utilize fees for cost recovery, enhanced public safety through city-issued badges, and better regulation and accountability. Implementing the \$75 fee is expected to generate an estimated \$7,500 to \$11,625 in potential revenue for 2026, offsetting the city's administrative burden and providing increased safety for residents.

Massage Therapist Licensing - To ensure the highest standards of public protection and professional credibility for our licensed practitioners, the city is implementing a mandatory federal fingerprint-based background check for all massage therapy licenses. This critical upgrade allows us to conduct a comprehensive national criminal history review, going beyond local records to screen for serious offenses across all jurisdictions. To cover the direct, non-negotiable costs associated with federal processing and fingerprinting services, there is an added license application fee in the amount of \$100. Provided the licensee maintains their license status in good standing within the City of Cottage Grove, no further recurring payment of this specific fee will be required.

Public Safety

Burning Permits – We propose increasing the fee for Commercial Burning Permits to \$100.00. This adjustment is necessary to align the permit fee with the increased level of complexity and resource utilization involved in the approval and supervision of commercial burns compared to residential burns. In addition, the Residential Burning Permit is also increased to align with neighboring communities.

Fire Equipment Use - We are implementing a new fee structure to recover costs associated with the use of fire department equipment during specific incidents or services. The fee for the use of fire equipment will be calculated solely based on the current rates established by the Federal Emergency Management Agency (FEMA).

Fireworks Outdoor Display - A new \$250 outdoor fireworks display fee is proposed to ensure cost recovery and enhance public safety by specifically covering the expense of the required fire inspection, which must be conducted by our Fire Marshal prior to the event. This approach aligns with licensing practices in neighboring cities, demonstrating that charging a fee for this safety-critical inspection is a common and necessary practice.

Utilities

Internal rate studies were completed as part of the 2026 budget process for each of the utility funds. The studies included 10 years of operating and capital costs, and revenues were based on historic consumption levels with growth assumptions. 2026 rates are based on the results of the studies and include a 10% increase for water, 7% increase for sewer, 8% increase for streetlights, and 3% increase for storm water.

Public Works & Engineering

Area Charges and Connection Fees - The cost of trunk utility infrastructure within the City is funded by a combination of area charges and connection fees for sanitary sewer, watermain, and storm sewer. The area charges are determined on a per acre basis as development occurs. These charges are calculated in our comprehensive plans for water, sewer, and storm, and are determined based on the actual cost to build out our trunk utility system.

Depending on what area of the city a development is in, the area charges will vary based on the cost of providing utility service. Each year, the area charges and connection fees are updated based on the construction cost index increase for the past 12 months, which was 13.3%. If these fees do not remain in line with current construction pricing, the City will have insufficient funds to implement comprehensive plans for each utility.

Spring Cleanup Fees, Public Works Labor and Equipment Rates, and Right-of-Way Permit Fees - Fees related to the annual spring cleanup were updated based on vendor pricing as needed. The intent of these fees is to cover the disposal costs, labor for the event is largely covered through the City's recycling grant. A 6% increase was also applied to Public Works labor and 3% to equipment rates, respectively. The 6% increase is due to union wage increases that were negotiated for 2026, and equipment rates were increased based on equipment capital/operating cost increases. For right-of-way permits, a new fee was added for utility installations over 1000 feet. This fee of \$85 per 100 feet is to account for extra staff time needed to process and manage these large right-of-way permits.

Streetlights, Sign Materials, and Water Meters - Included in the fee table are charges for streetlighting, sign materials, and water meters. These fees are charged out in various situations, such as supplying streetlights to a new development, replacing a sign that was damaged in an accident, or selling water meters for new homes. The fees are intended to recoup costs related to the materials the City has on hand to use in these situations. The City has received proposed 2026 pricing from its various suppliers, and the fee table has been updated accordingly to reflect these new costs.

Community Development

Preliminary Plat and Sketch Plan Escrow –Escrow deposits for Preliminary Plat and Sketch Plan applications are proposed to increase. This increase is necessary to ensure adequate resources are allocated to support the comprehensive review processes for these planning applications. The revised amounts will specifically cover the costs associated with:

- **Staff Review Time:** Compensating for the extensive internal staff hours required for thorough evaluation, code compliance checks, and interdepartmental coordination.
- **Consultant Review Fees:** Covering the expenses incurred for specialized third-party consultants (e.g., engineering, traffic, environmental) whose expertise is frequently required to evaluate the complexity of plats and sketch plans.

Building Department

Electrical – Proposing a change in fees to Electrical Permits for Commercial/Industrial/Apartments and all solar projects from price per circuit to valuation based of 2.5% of the project valuation.

Electrical Plan Review – A separate fee is being introduced for the Electrical Plan Review process required for commercial properties.

Parks and Recreation Department

Fees related to the Parks and Recreation Department will see adjustments reflecting a market rate calibration, ensuring that the fees charged for these services help cover the operational, maintenance, and capital improvement costs associated with the department. This ensures that the fees charged accurately reflect the true cost of providing necessary resources, specialized expertise, and administrative support for the services rendered.

Staff Recommendation

Approve Ordinance 1106 accepting the changes to the City Fee Table as outlined in the City Ordinance.

ORDINANCE NO. 1106

AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING THE CITY FEE TABLE

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The City Fee Table administered by the City of Cottage Grove, County of Washington, State of Minnesota, shall be amended as specified in Attachment A effective January 1, 2026 and will remain in effect until amended or otherwise specified.

SECTION 2. PUBLICATION BY TITLE AND SUMMARY. Pursuant to Minnesota Statute Section 412.191, subd. 4, in the case of a lengthy ordinance, a summary may be published in lieu of the entire ordinance. The entire ordinance has been posted in accordance with State Statute 415.19 on the City's Public Notices board at City Hall, and on the City's website under Pending Ordinances at least ten days before consideration. A copy of the entire ordinance is available at the office of the City Clerk and the fee table in its entirety will be published on the City's website. The following summary is approved by the City Council and shall be published in lieu of the entire ordinance:

City of Cottage Grove
Ordinance 1106

The Cottage Grove City Council passed Ordinance 1106, which amends the City Fee Table in the following categories effective 1/1/2026:

Ambulance (Basic Life Support, Advanced Life Support, Other) Development (Area Charges, Residential/Commercial/Industrial; Area Charges, Residential; Connection Fees, Commercial/Industrial; Connection Fees, Fines (Code Enforcement), General Services (Finance – Tax Increment Financing Escrow), Golf Course (Cart Rental; Facility Rental; Food and Beverage Minimum; Season Pass; Tournament; Ride Along; Ice Arena (High School Hockey Games; North & West Rink Ice Rental; Rentals, Other; South Rink Ice Rental; Turf Rental) Licenses (Business; Solicitor, Massage Therapist) Building Permits; Electrical;; Zoning; Public Safety (Fire Services, Police Services) Public Works (Equipment and Labor; Signs; Spring Cleanup; Street Lights) Utilities (Account; Permits/Rentals; Services; Sewer Usage Rates; Stormwater Utility Fees; Street Light Rates; Water Meters; Water Usage Rates).

The full text of Ordinance 1106 is available at Cottage Grove City Hall during regular business hours and the new fee table will also be available on the city website at cottagegrovemn.gov, search City Fee Table, after it becomes effective.

Tamara Anderson
City Clerk

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect on 1/1/2026 after its passage and publication according to law.

Passed this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Ambulance	Advanced Life Support	Stand-By (Two EMS Providers (at least one Paramedic) with Ambulance)		\$220.00 per hour	\$220.00 per hour
Ambulance	Advanced Life Support	Stand-By (Paramedic without Ambulance)		\$80.00 per hour	\$80.00 per hour
Ambulance	Advanced Life Support	Treatment and Transport - Tier 1		\$2,690.00	\$2,690.00
Ambulance	Advanced Life Support	Treatment and Transport - Tier 2		\$3,010.00	\$3,010.00
Ambulance	Advanced Life Support	Treatment without Transport (includes all medication administration, oxygen administration, and cardiac arrest care)		\$540.00	\$550.00
Ambulance	Basic Life Support	Evaluation without Transport (includes assessment, vital signs (including pulse oximetry), blood glucose measurement, basic bandaging, band-aid, basic wound care, splinting or carbon monoxide monitoring)		No Charge Resident; \$540.00 Non Resident	No Charge Resident; \$550.00 Non Resident
Ambulance	Basic Life Support	Stand-By (2 EMTs with Ambulance)		\$160.00 per hour	
Ambulance	Basic Life Support	Stand-By (EMT without Ambulance)		\$55.00 per hour	\$55.00 per hour
Ambulance	Basic Life Support	Treatment and Transport		\$2,150.00	\$2,150.00
Ambulance	Other	Mileage Charge (Per Loaded Mile From City Limits)		\$40.00	\$40.00
Ambulance	Other	Non-Resident Fee		\$230.00	\$230.00
Ambulance	Other	Special Services EMS Charge		\$440.00	\$450.00
Ambulance	Other	Blood draw for legal purposes (Legal Blood Draw) for outside agency			\$200.00
Animal	Impound	City-Ordered, Administrative Fee		Actual Cost Incurred By Impound Facility	Actual Cost Incurred By Impound Facility
Animal	Impound	City-Ordered, Facility Fee		Actual Cost Incurred By Impound Facility	Actual Cost Incurred By Impound Facility
Animal	Licenses	Dog/Cat, Duplicate Tag		\$5.00 each	\$5.00 each
Animal	Licenses	Dog/Cat, Multiple Animal		\$100.00 Per Calendar Year	\$100.00 Per Calendar Year
Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (1 Calendar Year)		\$20.00 Renewal	\$20.00 Renewal
Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (Lifetime License)		\$75.00	\$75.00
Animal	Licenses	Dog/Cat, Spayed/Neutered (1 Calendar Year)		\$15.00 Renewal	\$15.00 Renewal
Animal	Licenses	Dog/Cat, Spayed/Neutered (Micro-chipped Lifetime License)		\$50.00	\$50.00
Animal	Licenses	Dog/Cat, Spayed/Neutered (No Micro-chip Lifetime License)		\$60.00	\$60.00

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Animal	Licenses	Goats, Temporary Keeping of, Vegetation Management		\$50.00 Per Calendar Year	\$50.00 Per Calendar Year
Animal	Licenses	Kennel, Commercial		\$50.00 per year	\$50.00 per year
Animal	Other	Administrative hearing fee, dangerous/potentially dangerous dog		\$200.00	\$200.00
Animal	Registrations	Dog, Dangerous		\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year	\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year
Animal	Registrations	Dog, Potentially Dangerous		\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year	\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Remainder of City		\$2,410.00 per acre	\$2,730 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Lower		\$13,470.00 per acre	\$15,260 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Upper		\$5,070.00 per acre	\$5,740 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Utility Staging Area 2		\$10,140.00 per acre	\$11,490 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, East Ravine		\$13,570.00 per acre	\$15,370 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, Remainder of City		\$11,590.00 per acre	\$13,130 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, South District		\$13,370.00 per acre	\$15,150 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, West Draw		\$12,910.00 per acre	\$14,630 per acre
Development	Area Charges, Commercial/Industrial	Waterworks		\$7,460.00 per acre	\$8,450 per acre
Development	Area Charges, Residential	Sanitary Sewer, Remainder of City		\$1,720.00 per acre	\$1,950 per acre

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Area Charges, Residential	Sanitary Sewer, South District Lower		\$9,550.00 per acre	\$10,820 per acre
Development	Area Charges, Residential	Sanitary Sewer, South District Upper		\$3,600.00 per acre	\$4,080 per acre
Development	Area Charges, Residential	Sanitary Sewer, Upper Ravine		\$8,800.00 per acre	\$9,970 per acre
Development	Area Charges, Residential	Sanitary Sewer, Utility Staging Area 2		\$7,190.00 per acre	\$8,150 per acre
Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 1		\$2,150.00 per acre	\$2,440 per acre
Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 2		\$3,540.00 per acre	\$4,010 per acre
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - High Density		\$13,570.00 per acre	\$15,370 per acre
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Medium Density		\$11,330.00 per acre	\$12,840 per acre
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Single Family		\$9,280.00 per acre	\$10,510 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Ag Developed		\$8,310.00 per acre	\$9,420 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Estate		\$5,780.00 per acre	\$6,550 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - High Density		\$11,590.00 per acre	\$13,130 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Medium Density		\$9,660.00 per acre	\$10,940 per acre

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Single Family		\$7,940.00 per acre	\$9,000 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - High Density		\$13,370.00 per acre	\$15,150 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - Medium Density		\$11,170.00 per acre	\$12,660 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - Single Family		\$9,160.00 per acre	\$10,380 per acre
Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Multi Family		\$11,380.00 per acre	\$12,890 per acre
Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Single Family		\$8,700.00 per acre	9860 per acre
Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Multi Family		\$6,060.00 per acre	\$6,870 per acre
Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Single Family		\$5,140.00 per acre	\$5,820 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Ag Developed		\$9,250.00 per acre	\$10,480 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Estate		\$6,460.00 per acre	\$7,320 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - High Density		\$12,920.00 per acre	\$14,640 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Medium Density		\$10,770.00 per acre	\$12,200 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Single Family		\$8,610.00 per acre	\$9,760 per acre

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Area Charges, Residential	Water Works, Remainder of City		\$6,010.00 per acre	\$6,810 per acre
Development	Connection Fees, Commercial/Industrial	Sanitary Sewer		\$1,560.00 per acre	\$1,770 per acre
Development	Connection Fees, Commercial/Industrial	Water Works		\$2,310.00 per acre	\$2,620 per acre
Development	Connection Fees, Residential	Sanitary Sewer, Entire City		\$410.00 per unit	\$460 per acre
Development	Connection Fees, Residential	Water Works, Entire City		\$330.00 per unit	\$370 per acre
Development	Engineering	City Concept Review, Public Improvement (Private Developer)		1%	1%
Development	Engineering	City Design Escrow, Public Improvement (Private Developer, Public Design)		5%	5%
Development	Engineering	City Engineering Administration Fee, Public Improvement (Private Developer)		2%	2%
Development	Engineering	City Engineering Administration Fee, Public Project		4%	4%
Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		6%	6%
Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		5%	5%
Development	Engineering	City Inspection/Testing Escrow, Public Improvement (Private Developer, Public Design)		10%	10%
Development	Engineering	Hourly Rate for Engineering and Staff Time		Actual Cost	Actual Cost
Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		2%	2%
Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		3%	3%

Category	Subcategory	Item	Tier	2025 Fees		2026 Proposed Fees	
Development	Engineering	Private Commercial Site Improvements - \$0 - \$100, 000 Valuation		\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement Valuation		\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement Valuation	
Development	Engineering	Private Commercial Site Improvements - \$500,001 - \$1,000,000 Valuation		\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation		\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation	
Development	Engineering	Private Commercial Site Improvements - Greater than \$1,000,000 valuation		\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation		\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation	
Development	Engineering	Private Commercial Site Improvements \$100, 001 - \$500,000 Valuation		\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation		\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation	
Development	Engineering	Telecommunication Facilities Escrow Fee		\$10,000.00		\$10,000.00	
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Grange Water Tower (H10' X W10' X D24" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)		\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Meadowgrass Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)		\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Inwood Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)		\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Innsdale Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)		\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	92nd Street Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Generator Fee)		\$6000.00/Per Year Per Generator With a 4% Annual Lease Rate Escalator	\$6000.00/Per Year Per Generator With a 4% Annual Lease Rate Escalator
Development	Miscellaneous	Administrative Use Permit, Commercial		\$565.00 Plus \$5,000.00 Escrow	Add Note For All Planning Fees: *Any escrows received by the City shall be monitored to ensure sufficient escrow funds are held by the City. When an escrow account reaches a balance of 10% of the original escrow amount, the City shall invoice the applicant for the submittal of additional escrow funds in an amount consistent with the original escrow submittal. This
Development	Miscellaneous	Administrative Use Permit, Residential		\$565.00 Plus \$5,000.00 Escrow	
Development	Miscellaneous	Agricultural Preservation Documentation Processing		\$150.00	\$150.00
Development	Miscellaneous	Business Park AUAR		\$111.00 per Acre	\$111.00 per Acre
Development	Miscellaneous	Business Subsidy Application		\$10,000.00 Escrow (Unused Escrow Amount Returned)	\$10,000.00 Escrow (Unused Escrow Amount Returned)
Development	Miscellaneous	Comprehensive Plan		\$50.00 Paper Copy/\$10 Digital	\$50.00 Paper Copy/\$10 Digital
Development	Miscellaneous	Comprehensive Plan Amendment, Map or Text		\$670.00 + \$55.00 GIS Fee + \$2,500.00 Escrow	\$670.00 + \$55.00 GIS Fee + \$2,500.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Commercial		\$565.00 Plus \$5,000.00 Escrow	\$565.00 Plus \$5,000.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Interim		\$565.00 Plus \$5,000.00 Escrow	\$565.00 Plus \$5,000.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Residential		\$565.00 Plus \$5,000.00 Escrow	\$565.00 Plus \$5,000.00 Escrow
Development	Miscellaneous	East Ravine AUAR Charge		\$120.00 Per Acre	\$120.00 Per Acre
Development	Miscellaneous	Environmental Assessment Worksheet		\$620.00 Plus Actual Costs	\$620.00 Plus Actual Costs
Development	Miscellaneous	Financial Guarantee, Escrow for Subdivision Improvements		Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.	Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.
Development	Miscellaneous	Historic Preservation Delisting		\$515.00	\$515.00
Development	Miscellaneous	Historic Preservation Designation		\$515.00	\$515.00
Development	Miscellaneous	Lot Grading and Corner Lot Pin Compliance Escrow		\$1,000.00 Per Lot	\$1,000.00 Per Lot
Development	Miscellaneous	Metropolitan Council SAC Charge		\$2,485.00 Per Unit for Applicable 2025 Permits	\$2,485.00 Per Unit for Applicable 2025 Permits
Development	Miscellaneous	Mining, Annual Inspection and Review		\$2,060.00	\$2,060.00
Development	Miscellaneous	Mining, Permit Removal per Occurrence		Under 100,000 tons - \$300.00. Over 100,000 tons - \$550.00	Under 100,000 tons - \$300.00. Over 100,000 tons - \$550.00
Development	Miscellaneous	Natural Resources Inventory		\$70.00 Per Paper Copy	\$70.00 Per Paper Copy

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Miscellaneous	Park and Open Space Identification Markers		\$175/Post	\$175/Post
Development	Miscellaneous	Park Land Dedication, Commercial	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.
Development	Miscellaneous	Park Land Dedication, Commercial	Cash in Lieu of	Estimated \$8,400.00 Per Acre or 4% of the Fair Market Value, whichever is greater.	Estimated \$8,400.00 Per Acre or 4% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Industrial	Cash Only	\$8,400.00	\$8,400.00
Development	Miscellaneous	Park Land Dedication, Residential	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Single Family)	\$4,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$4,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Quad Buildings)	\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Townhome)	\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family (Apartments, Condos, Independent Senior Living))	\$2,200.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$2,200.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family, Assisted Living (Skilled Care, Memory Care))	\$8,400.00 Per Acre or 10% of the Fair Market Value, whichever is greater.	\$8,400.00 Per Acre or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Plat, Final		\$360.00 + \$100.00/Acre + \$5,000.00 Escrow	\$360.00 + \$100.00/Acre + \$5,000.00 Escrow
Development	Miscellaneous	Plat, Preliminary		\$565.00 + \$50.00 Per Lot/Unit + \$5,000.00 Escrow	\$565.00 + \$50.00 Per Lot/Unit + \$15,000.00 Escrow
Development	Miscellaneous	Preliminary Development Review Escrow		\$1,080.00 Plus \$20.00 Per Acre; \$1,000.00 Escrow	\$1,080.00 Plus \$20.00 Per Acre; \$1,000.00 Escrow
Development	Miscellaneous	Public ROW and Easement Vacations		\$360.00	\$360.00
Development	Miscellaneous	PUD (Planned Unit Development)		\$900 Plus a \$2,000 Escrow	\$900 Plus a \$2,000 Escrow
Development	Miscellaneous	Re-addressing		\$150.00	\$150.00
Development	Miscellaneous	Sign Ordinance		\$15.00 Per Paper Copy / \$10.00 Digital Format	\$15.00 Per Paper Copy / \$10.00 Digital Format
Development	Miscellaneous	Signs, Illegal, Return of		\$10.00 Per Sign	\$10.00 Per Sign
Development	Miscellaneous	Site Plan		\$500.00 Plus \$5,000 Escrow	\$500.00 Plus \$5,000 Escrow
Development	Miscellaneous	Sketch Plan Review		\$205.00 Plus \$500.00 Escrow	\$205.00 Plus \$5000.00 Escrow

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Development	Miscellaneous	Street Lighting - New Developments		\$6.32/Lot/Month for 24 Months	\$6.83/Lot/Month for 24 Months
Development	Miscellaneous	Street Renaming		\$200.00 (Plus Sign Material and Labor for Installation)	\$200.00 (Plus Sign Material and Labor for Installation)
Development	Miscellaneous	Subdivision, Minor		\$500.00 Plus \$2,000 Escrow	\$500.00 Plus \$2,000 Escrow
Development	Miscellaneous	Tree Mitigation	Replacement Trees	Reference Title 11-3-13	Reference Title 11-3-13
Development	Miscellaneous	Tree Mitigation	Cash In Lieu of	\$150.00 Per Required Replacement Inch	\$150.00 Per Required Replacement Inch
Development	Miscellaneous	Variance, Post-Construction		\$925.00	\$925.00
Development	Miscellaneous	Variance, Pre-Construction		\$300.00	\$300.00
Development	Miscellaneous	Zoning Amendment, Text or Map		\$665.00 Plus \$2,000.00 Escrow	\$665.00 Plus \$2,000.00 Escrow
Development	Miscellaneous	Zoning Appeal		\$310.00	\$310.00
Development	Miscellaneous	Zoning Letter		\$100.00	\$100.00
Development	Miscellaneous	Zoning Ordinance		\$30.00 Per Paper Copy / \$10 Digital Format	\$30.00 Per Paper Copy / \$10 Digital Format
Engineering	Miscellaneous	Sealcoating, Street, New Subdivision		\$1.25 Per Square Yard	\$1.25 Per Square Yard
Engineering	Miscellaneous	Sealcoating, Trails		\$2.50 Per Square Yard	\$2.50 Per Square Yard
Enigneering	Miscellaneous	Off-Site Stormwater Ponding Fee		Reference City Stormwater Management Plan	Reference City Stormwater Management Plan
Fines	Code Enforcement	Weeds, Tall, Abatement	1st Violation in 12-Month Period	\$55.00 Plus Actual Cost	\$60.00 Plus Actual Cost
Fines	Code Enforcement	Weeds, Tall, Abatement	2nd Violation in 12-Month Period	\$105.00 Plus Actual Cost	\$110.00 Plus Actual Cost
Fines	Code Enforcement	Weeds, Tall, Abatement	3rd Violation in 12-Month Period	\$205.00 Plus Actual Cost	\$210.00 Plus Actual Cost
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	1st Violation in a 24-Month Period	\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director	\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	2nd Violation in a 24-Month Period	\$1,000.00 (Plus 3-Day Suspension)	\$1,000.00 (Plus 3-Day Suspension)
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	3rd Violation in a 24-Month Period	\$2,000.00 (Plus 7-Day Suspension)	\$2,000.00 (Plus 7-Day Suspension)
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	Additional Violations in a 24-Month Period	30-day Suspension	30-day Suspension
Fines	License	False Alarms, Commercial (0-4)		No Charge	No Charge
Fines	License	False Alarms, Commercial (10+)		\$300.00 Each	\$300.00 Each
Fines	License	False Alarms, Commercial (5-6)		\$75.00 Each	\$75.00 Each
Fines	License	False Alarms, Commercial (7-9)		\$150.00 Each	\$150.00 Each

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Fines	License	Liquor, Underage Sale	1st Violation in a 24-Month Period	\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director	\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director
Fines	License	Liquor, Underage Sale	2nd Violation in a 24-Month Period	\$1,000.00 (Plus 3-Day Suspension)	\$1,000.00 (Plus 3-Day Suspension)
Fines	License	Liquor, Underage Sale	3rd Violation in a 24-Month Period	\$1,500.00 (Plus 7-Day Suspension)	\$1,500.00 (Plus 7-Day Suspension)
Fines	License	Liquor, Underage Sale	4th Violation in a 24-Month Period	Revocation	Revocation
Fines	License	Tobacco, Underage Sale, Licensee	1st Violation in a 36-Month Period	\$300.00	\$300.00
Fines	License	Tobacco, Underage Sale, Licensee	2nd Violation in a 36-Month Period	\$600.00	\$600.00
Fines	License	Tobacco, Underage Sale, Licensee	3rd Violation in a 36-Month Period	\$1,000.00 (Plus 7-Day Suspension)	\$1,000.00 (Plus 7-Day Suspension)
Fines	License	Tobacco, Underage Sale, Licensee	4th Violation in a 36-Month Period	License Revocation	License Revocation
Fines	License	Tobacco, Underage Sales, Employee/Seller		\$50.00	\$50.00
General Services	Copying/Printing	City Maps, Urban or Rural		\$5.00 Each	\$5.00 Each
General Services	Copying/Printing	Copies		\$0.25	\$0.25
General Services	Copying/Printing	Printing, Large Format, Black and White		\$5.00 Each	\$5.00 Each
General Services	Copying/Printing	Printing, Large Format, Color		\$10.00 Each	\$10.00 Each
General Services	Finance	Tax exempt revenue bond financing (other exenses)		Actual out of Pocket Costs	Actual out of Pocket Costs
General Services	Finance	Tax-Exempt Revenue Bond Financing		1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue	1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue
General Services	Finance	Assessment Search		\$20.00	\$20.00
General Services	Finance	Credit Card Fee's - For All Activities Except Golf, Ice Arena, HERO Center, and Recreation.		\$2.50 or 3.75% (or actual cost of processing the credit card)	\$2.50 or 3.75% (or actual cost of processing the credit card)
General Services	Finance	Credit Card Fee's - Recreation		6.98% for online payments (or actual cost of processing credit card)	6.98% for online payments (or actual cost of processing credit card)
General Services	Finance	Finance Charge on Accounts Receivable Aged Greater than 30 Days		1.5% Per Month or \$1.00 Minimum	1.5% Per Month or \$1.00 Minimum
General Services	Finance	Finance Charge on Annual Utility Bills Greater than 90 Days		4.5% Annual or \$3.00 minimum (whichever is greater)	4.5% Annual or \$3.00 minimum (whichever is greater)
General Services	Finance	Finance, Projects		3%	3%

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
General Services	Finance	Nonsufficient Fund Charge		\$35.00	\$35.00
General Services	Finance	Tax Increment Financing (TIF) Escrow		\$10,000.00	\$10,000.00
General Services	Miscellaneous	Administration, Projects		2%	2%
General Services	Miscellaneous	Appeals to the city administrator filing fee		\$200.00/Each	\$200.00/Each
General Services	Miscellaneous	City Hall Facility Use		Cleaning Fee, Additional - \$40.00 per Hour. One Hour Minimum Charge	Cleaning Fee, Additional - \$50.00 per Hour. One Hour Minimum Charge
General Services	Miscellaneous	Election Filing Fee		\$5.00	\$5.00
General Services	Miscellaneous	Special Meeting Fee		\$500.00	\$500.00
Golf Course	Cart Rental	Daily		\$32.00	\$34.00
Golf Course	Cart Rental	Daily		\$40.00	\$44.00
Golf Course	Cart Rental	Senior, Non-Primetime		\$22.00	\$24.00
Golf Course	Cart Rental	Senior, Non-Primetime		\$30.00	\$34.00
Golf Course	Cart Rental	Twilight		\$30.00	\$32.00
Golf Course	F/B Minimum	Wedding event		\$26 pp	\$30 pp
Golf Course	F/B Minimum	All other events		\$1,000	\$1,500
Golf Course	Facility Rental	1/2 Banquet Room		\$1,000.00	\$500
Golf Course	Facility Rental	Main Banquet Room		\$1,500.00	\$1,000
Golf Course	Facility Rental	Wedding Rental		\$4,500.00	\$6,000
Golf Course	Facility Rental	Wedding Rental & Ceremony		\$6,000.00	\$7,500
Golf Course	Food Minimum	Main Banquet Room		\$2,500.00	NA
Golf Course	Food Minimum	Main Banquet Room- Wedding		\$4,500.00	NA
Golf Course	Food Minimum	Partial Rooms		\$1,500.00	NA
Golf Course	Greens Fee (Juniors)	18 Hole, After 1 PM		\$25.00	\$25.00
Golf Course	Greens Fee (Juniors)	2 Hours Before Dark	Junior Free if playing with an adult	\$10.00	\$10.00
Golf Course	Greens Fee (Juniors)	9 Hole, After 1 PM		\$20.00	\$20.00
Golf Course	Greens Fee (Non-Patron)	18 Hole, Friday - Sunday & Holiday		\$47.00	\$49.00
Golf Course	Greens Fee (Non-Patron)	18 Hole, Monday - Thursday		\$42.00	\$44.00

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Golf Course	Greens Fee (Non-Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM 7 before twillight		\$28.00	\$29.00
Golf Course	Greens Fee (Non-Patron)	9 Hole, Monday - Thursday		\$28.00	\$28.00
Golf Course	Greens Fee (Patron)	18 Hole, Friday - Sunday & Holiday		\$44.00	\$45.00
Golf Course	Greens Fee (Patron)	18 Hole, Monday - Thursday		\$39.00	\$40.00
Golf Course	Greens Fee (Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$26.00	\$27.00
Golf Course	Greens Fee (Patron)	9 Hole, Monday - Thursday		\$26.00	\$27.00
Golf Course	Greens Fee (Seniors)	18 Hole, Friday - Sunday & Holiday After 1 PM 7 before twillight		\$38.00	\$42.00
Golf Course	Greens Fee (Seniors)	18 Hole, Monday - Thursday		\$29.00	\$31.00
Golf Course	Greens Fee (Seniors)	9 Hole, Friday - Sunday & Holiday, After 1 PM 7 before twillight		\$22.00	\$25.00
Golf Course	Greens Fee (Seniors)	9 Hole, Monday - Thursday		\$21.00	\$23.00
Golf Course	Greens Fee (Twilight Golf)	Walking		\$28.00	\$30.00
Golf Course	Outdoor Tent Rental	Per 20' x 20' Tent		\$250	\$250.00
Golf Course	Practice Range	Range Balls	Small	\$8.00	\$8.00
Golf Course	Practice Range	Range Balls	Medium	\$13.00	\$13.00
Golf Course	Practice Range	Range Balls	Large	\$16.00	\$16.00
Golf Course	Ride Along Fee	Ride Along Fee		\$12.00	\$15.00
Golf Course	Season Pass	Couple		\$2,700.00	\$2,900.00
Golf Course	Season Pass	Couple, Weekday		\$2,250.00	\$2,400.00
Golf Course	Season Pass	Half Cart Pass		\$800.00	\$800.00
Golf Course	Season Pass	Half Cart Pass, Senior		\$650.00	\$700.00
Golf Course	Season Pass	Individual		\$1,800.00	\$1,950.00
Golf Course	Season Pass	Individual, Weekday		\$1,500.00	\$1,600.00
Golf Course	Season Pass	Junior, Weekday		\$475.00	\$475.00
Golf Course	Season Pass	Junior, Weekends After 1 PM		\$675.00	\$675.00
Golf Course	Season Pass	Practice Range, Member		\$450.00	\$450.00
Golf Course	Season Pass	Practice Range, Non-Member		\$750.00	\$750.00
Golf Course	Season Pass	Senior		\$1,475.00	\$1,600.00
Golf Course	Season Pass	Senior, Husband/Wife		\$2,250.00	\$2,400.00
Golf Course	Season Pass	Senior, Husband/Wife, Weekday		\$1,850.00	\$1,900.00
Golf Course	Season Pass	Senior, Weekday		\$1,250.00	\$1,400.00
Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Monday - Thursday (includes \$500 Merchandise Credit)	\$5,500.00	\$6,500.00

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Friday - Sunday (includes \$500 Merchandise Credit)	\$6,500.00	\$7,500.00
Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Monday - Thursday (includes \$500 Merchandise Credit)	\$7,500.00	\$7,750.00
Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Friday - Sunday & Holidays (includes \$500 Merchandise Credit)	\$8,500.00	\$8,750.00
Golf Course	Trail Fee	Trail Fee		Current rate	\$15.00
Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Boys		50/50 Split - \$2,000 Minimum per Game	50/50 Split - \$2,250 Minimum per Game
Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Girls		50/50 Split - \$1,500 Minimum per Game	50/50 Split - \$1,750 Minimum per Game
Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Boys		50/50 Split - \$1,500 Minimum per Game	50/50 Split - \$1,750 Minimum per Game
Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Girls		50/50 Split - \$1,200 Minimum per Game	50/50 Split - \$1,450 Minimum per Game
Ice Arena	North & West Rink Ice Rental	72 Hour Deal		\$175.00 Plus Tax	\$180.00
Ice Arena	North & West Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 10:00 PM)	\$245.00 Plus Tax	\$250.00
Ice Arena	North & West Rink Ice Rental	Monday - Friday	Non-Prime (10:00 PM - 2:00 PM)	\$175.00 Plus Tax	\$180.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 1-30 Hours	1 - 10 Hours	\$190.00 Plus Tax	\$200.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 31-60 Hours	11 - 20 Hours	\$180.00 Plus Tax	\$190.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 61+ Hours	21- 35 Hours	\$170.00 Plus Tax	\$180.00 (21+ hours)
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) Non-Prime before 6am-or after 10pm	Non-Prime Rate (Before 6 AM or After 10 PM)	\$175.00 Plus Tax	\$185.00
Ice Arena	North & West Rink Ice Rental	Saturday & Sunday Prime	Prime (6:00 AM - 10:00 PM)	\$245.00 Plus Tax	\$250.00
Ice Arena	North & West Rink Ice Rental	Saturday & Sunday Non-Prime	Non-Prime (10:00 PM - 6:00 AM)	\$175.00 Plus Tax	\$180.00
Ice Arena	Public Skating	Figure Skaters Practice - North or West Rink		\$14.00 Per Person	\$14.00 Per Person

Category		Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
	Ice Arena	Public Skating	Figure Skaters Practice - South Rink		\$7.00 Per Person	\$7.00 Per Person
	Ice Arena	Public Skating	Open Hockey		\$7.00 Per Person	\$7.00 Per Person
	Ice Arena	Public Skating	Public Skating		\$7.00 Per Person	\$7.00 Per Person
	Ice Arena	Public Skating	Public Skating Punch Card		\$49.00 Each	\$49.00 Each
	Ice Arena	Rentals, Other	Ice Resurfacing, Extra		\$25.00	\$30.00
	Ice Arena	Rentals, Other	Marquee Sign		\$10.00 Per Day Per Side	\$10.00 Per Day Per Side
	Ice Arena	Rentals, Other	Meeting Room		\$30.00 Per Hour	\$30.00 Per Hour
	Ice Arena	Rentals, Other	Skate Rental		\$5.00 Per Pair	\$5.00 Per Pair
	Ice Arena	Rentals, Other	Skate Rental w/Skating School Program		N/A	\$3.00 Per Pair
	Ice Arena	Rentals, Other	Skate Sharpening		\$7.00 Per Pair	\$7.00 Per Pair
	Ice Arena	Rentals, Other	Skate Sharpening Punch Card		\$49.00/ 8 Sharpening's	\$49.00/ 8 Sharpening's
	Ice Arena	South Rink Ice Rental	72 Hour Deal		\$135.00 Plus Tax	\$140.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Monday - Friday Prime	Prime (2:00 PM - 9:00 PM)	\$145.00 Plus Tax	\$150.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Monday - Friday Non-Prime	Non-Prime (9:00 PM - 2:00 PM)	\$135.00 Plus Tax	\$140.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Prime (6:00 AM to 10:00 PM)	\$145.00 Plus Tax	\$155.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime (Before 6:00 AM or After 10:00 PM)	\$135.00 Plus Tax	\$145.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 9:00 PM)	\$145.00 Plus Tax	\$155.00 Plus Tax
	Ice Arena	South Rink Ice Rental	Saturday & Sunday	Non-Prime (9:00 PM - 6:00 AM)	\$135.00 Plus Tax	\$145.00 Plus Tax
	Ice Arena	Turf Rental	March - September		\$100.00 Plus Tax	\$100.00 Plus Tax
	Licenses	Animal	Chicken and Duck Keeping (year 1 and 2)	2 year license		\$100.00 every 2 years
	Licenses	Animal	Renewal - Chicken and Duck Keeping (year 3 and after)	2- year license		\$50.00 every 2 years
	Licenses	Business	Adult Entertainment, Principal Uses		\$5,000.00 Plus Investigation Fee of \$2,060.00 In-State; up to \$10,300.00 Out-Of-State	\$5,000.00 plus Investigation Fee of \$2,060.00 In-State; Up To \$10,300.00 Out-State
	Licenses	Business	Beekeeping		\$100.00	\$100.00 every 2 years
	Licenses	Business	Cannabis Cultivator (Registration Fee plus first Renewal Fee)		\$1,500.00	\$1,500.00
	Licenses	Business	Cannabis Cultivator (Renewal Fee)		\$1,000.00	\$1,000.00
	Licenses	Business	Cannabis Delivery Service (Registration Fee Plus First Renewal Fee)		\$750.00	\$750.00
	Licenses	Business	Cannabis Delivery Service (Renewal Fee)		\$500.00	\$500.00
	Licenses	Business	Cannabis Event Organizer Permit (Event Fee and Escrow) (One Event)		250.00 Each Event with a \$5000.00 Escrow	250.00 Each Event with a \$5000.00 Escrow

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Registration Fee Plus First Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Renewal Fee)		\$500.00	\$500.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Initial Registration (1 License Per Retail Location) (Registration Fee Plus First Renewal Fee)		\$250.00	\$250.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Renewal Fee (Per Retail Location)		\$125.00	\$125.00
Licenses	Business	Cannabis Manufacturer (Registration Fee plus first Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Manufacturer (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Medical Cannabis Combination (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Medical Cannabis Combination Initial Registration (Registration Fee Plus First Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Mezzo (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Mezzo Initial Registration (Registration Fee Plus First Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Micro (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Micro Initial Registration (Registration Fee Plus First Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Retailer (Registration Fee plus first Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Retailer (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Testing Facility (Registration Fee Plus First Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Testing Facility (Renewal Fee)		\$1,000.00	\$1,000.00
Licenses	Business	Cannabis Transporter (Registration Fee Plus First Renewal Fee)		\$750.00	\$750.00
Licenses	Business	Cannabis Transporter (Renewal Fee)		\$500.00	\$500.00
Licenses	Business	Cannabis Wholesaler (Registration Fee Plus First Renewal Fee)		\$1,500.00	\$1,500.00
Licenses	Business	Cannabis Wholesaler (Renewal Fee)		\$1,000.00	\$1,000.00

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Licenses	Business	Commercial Film Production (High-Impact):	A production that includes more than five crew, more than 10 talents, and more than two personal vehicles	\$200.00	\$200.00
Licenses	Business	Commercial Film Production (Low-Impact):	A production that includes less than five crew and less than 10 talents, no trucks or commercial vehicles, and only two personal vehicles allowed	\$100.00	\$100.00
Licenses	Business	Fireworks Sales, Retail (Accessory Seller)		\$100.00	\$100.00
Licenses	Business	Fireworks Sales, Retail (Principal Seller)		\$350.00	\$350.00
Licenses	Business	Gambling, Investigation Fee (Premises Permits and Bingo Halls)		\$250.00	\$250.00
Licenses	Business	Gambling, Permit and State Licensing Exemptions		\$100.00	\$100.00
Licenses	Business	Liquor, 3.2% Malt Liquor, Investigation Fee		\$250.00 (Except Temporary Licenses)	\$250.00 (Except Temporary Licenses)
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Brew Pub		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Small Brewer		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale		\$600.00 Per Calendar Year	\$600.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Club		\$100.00 Per Calendar Year	\$100.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Temporary		\$50.00/Day For Each Location	\$50.00/Day For Each Location
Licenses	Business	Liquor, Consumption & Display		\$300.00 Per Calendar Year	\$300.00 Per Calendar Year
Licenses	Business	Liquor, Consumption & Display, Temporary		\$25.00 Per Day	\$25.00 Per Day
Licenses	Business	Liquor, Intoxicating, Investigation Fee	All Application Types	\$500.00	\$500.00
Licenses	Business	Liquor, Intoxicating, Investigation Fee	Additional Investigation	\$200.00	\$200.00
Licenses	Business	Liquor, Intoxicating, Investigation Fee	Foreign Corporations	Actual Cost	Actual Cost

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Licenses	Business	Liquor, Intoxicating, Off Sale		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Brew Pub Malt Liquor		\$500.00 Per Calendar Year	\$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Micro distillery		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Small Brewer Malt Liquor		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Wine, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale		\$6,000.00 Per Calendar Year	\$6,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Community Festival, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Brew Pub		\$500.00 Per Calendar Year	\$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Brewer Taproom		\$750.00 Per Calendar Year	\$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	<=200 Members	\$300.00 Per Calendar Year	\$300.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	201 - 500 Members	\$500.00 Per Calendar Year	\$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	501 - 1,000 Members	\$650.00 Per Calendar Year	\$650.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	1,001 - 2,000 Members	\$800.00 Per Calendar Year	\$800.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	2,001 - 4,000 Members	\$1,000.00 Per Calendar Year	\$1,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	4,001 - 6,000 Members	\$2,000.00 Per Calendar Year	\$2,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	>6,000 Members	\$3,000.00 Per Calendar Year	\$3,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Culinary Class		\$750.00 Per Calendar Year	\$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery Cocktail Room		\$750.00 Per Calendar Year	\$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Sports Facility or Cultural Facility, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Wine		\$2,000.00 Per Calendar Year	\$2,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Wine Festival, Temporary		\$50.00 Per Day for Each Location	\$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, Sunday		\$200.00 Per Calendar Year	\$200.00 Per Calendar Year

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Licenses	Business	Massage Business		\$100.00 Per Calendar Year; \$100.00 Initial Investigation Fee	\$100.00 Per Calendar Year; \$100.00 Initial Investigation Fee
Licenses	Business	Massage Therapist		\$50.00 Per Calendar Year; \$50.00 Initial Investigation Fee	\$50.00 Per Calendar Year; \$50.00 Initial Investigation Fee
Licenses	Business	Mobile Food Unit Operator License		\$50/Day or \$250/Year	\$50/Day or \$250/Year
Licenses	Business	Pawnbroker		\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee	\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee
Licenses	Business	Peddler/Transient Merchant		\$105.00 Per Calendar Year/License Period	\$105.00 Per Calendar Year/License Period
Licenses	Business	Reapplication Fee following Revocation by the Council		Double the Current License Fee	Double the Current License Fee
Licenses	Business	Secondhand Goods Dealer, Single or Multiple		\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee	\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee
Licenses	Business	Solicitor			\$75.00 per Applicant per Calendar Year
Licenses	Business	Solid Waste and Recycling Collector, Commercial		\$365.00 per Calendar Year	\$365.00 per Calendar Year
Licenses	Business	Solid Waste and Recycling Collector, Residential		\$570.00 Per Calendar Year	\$570.00 Per Calendar Year
Licenses	Business	Special Event Permit		\$100.00	\$100.00
Licenses	Business	Tobacco Sales, Retail		\$250.00 Per Calendar Year	\$250.00 per Calendar Year
Licenses	Rental	Rental Dwelling, Late Fee		\$50.00	\$50.00
Licenses	Rental	Rental Dwelling, Multiple Family		\$175 Per Building Plus \$20 Per Unit - Annually	\$175 Per Building Plus \$20 Per Unit - Annually
Licenses	Rental	Rental Dwelling, Reinspection Fee		\$60.00	\$60.00
Licenses	Rental	Rental Dwelling, Single/Duplex/Twin		\$250 Per Unit - Biennially	\$250 Per Unit - Biennially
Parks	Donation	Memorial Bench		\$2,500.00	\$2,500.00
Parks	Donation	Picnic Table		\$1,250.00	\$1,250.00
Parks	Donation	Tree		\$500.00/ or Price of the Tree + Plaque	\$500.00/ or Price of the Tree + Plaque
Parks/Recreation	Event/Tournament	Class 2		\$0.00	\$0.00
Parks/Recreation	Event/Tournament	Class 3		\$325.00	\$325.00
Parks/Recreation	Event/Tournament	Class 4		\$540.00	\$540.00
Parks/Recreation	Event/Tournament	Class 5		\$695.00	\$695.00
Parks/Recreation	Event/Tournament	Concession Fee		\$55.00	\$55.00
Parks/Recreation	Event/Tournament	Event Staff		As Quoted by Parks Division	As Quoted by Parks Division
Parks/Recreation	Event/Tournament	Field Markings Chalk/Paint		As Quoted by Parks Division	As Quoted by Parks Division
Parks/Recreation	Facility Use	Outdoor Ballfields (2 Hour Minimum)		\$26.00/Hour (Resident); \$36.00/Hour (Non-Resident)	\$26.00/Hour (Resident); \$36.00/Hour (Non-Resident)
Parks/Recreation	Facility Use	Outdoor Court (2 Hour Minimum)		\$11.00/Hour (Resident); \$16.00/Hour (Non-Resident)	\$11.00/Hour (Resident); \$16.00/Hour (Non-Resident)
Parks/Recreation	Facility Use	Outdoor Rink Rental		\$60.00/Hour (Resident); \$75.00/Hour (Non-Resident)	\$60.00/Hour (Resident); \$75.00/Hour (Non-Resident)

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Parks/Recreation	Facility Use	Park Building		\$191.00/Day (Resident): \$258.00/Day (Non-Resident)	\$191.00/Day (Resident): \$258.00/Day (Non-Resident)
Parks/Recreation	Facility Use	Park Building: Glacial Valley Park		\$464.00/Day (Resident): \$567.00/day (Non-Resident)	\$464.00/Day (Resident): \$567.00/day (Non-Resident)
Parks/Recreation	Facility Use	Pavilion, Shelter		\$77.00/Day (Resident); \$103.00/Day (Non-Resident)	\$77.00/Day (Resident); \$103.00/Day (Non-Resident)
Parks/Recreation	Facility Use	Tent/Bounce House Location Marking		\$50.00/Marked Location	\$50.00/Marked Location
Permits	Building	Accessory Structures over 200sqft		Project Valuation Fee	Project Valuation Fee
Permits	Building	Building Permit based on Project Valuation		\$500 - \$2,000: \$33.00 Base Fee for the first \$500 Project Valuation; \$5.00 per additional \$100 Project Valuation \$2,001 - \$25,000: \$94.00 Base Fee for first \$2,000 Project Valuation; \$18.00 per additional \$1,000 Project Valuation \$25,001 - \$50,000: \$518.00 Base Fee for first \$25,000 Project Valuation; \$13.00 per additional \$1,000 Project Valuation \$50,001 - \$100,000: \$849.00 Base Fee for first \$50,000 Project Valuation; \$9.00 per additional \$1,000 Project Valuation \$100,001 - \$500,000: \$1,317.00 Base Fee for first \$100,000 Project Valuation; \$8.00 per additional \$1,000 Project Valuation \$500,001 - \$1,000,000: \$4,267.00 Base Fee for first \$500,000 Project Valuation; \$7.00 per additional \$1,000 Project Valuation \$1,000,00 or Greater: \$7,828.00 Base Fee for first \$1,000,001 Project Valuation; \$6.00 per additional \$1,000 Project Valuation	\$500 - \$2,000: \$33.00 Base Fee for the first \$500 Project Valuation; \$5.00 per additional \$100 Project Valuation \$2,001 - \$25,000: \$94.00 Base Fee for first \$2,000 Project Valuation; \$18.00 per additional \$1,000 Project Valuation \$25,001 - \$50,000: \$518.00 Base Fee for first \$25,000 Project Valuation; \$13.00 per additional \$1,000 Project Valuation \$50,001 - \$100,000: \$849.00 Base Fee for first \$50,000 Project Valuation; \$9.00 per additional \$1,000 Project Valuation \$100,001 - \$500,000: \$1,317.00 Base Fee for first \$100,000 Project Valuation; \$8.00 per additional \$1,000 Project Valuation \$500,001 - \$1,000,000: \$4,267.00 Base Fee for first \$500,000 Project Valuation; \$7.00 per additional \$1,000 Project Valuation \$1,000,00 or Greater: \$7,828.00 Base Fee for first \$1,000,001 Project Valuation; \$6.00 per additional \$1,000 Project Valuation
Permits	Building	Building Permit Fee Table (All New Residential & Commercial Construction, Finishing, Alterations, Remodeling, Additions, Commercial Driveway/Parking Areas, and Swimming Pools Greater than 18 Inches Deep)		\$116 Minimum (Residential) and \$158 Minimum (Commercial)	\$116 Minimum (Residential) and \$158 Minimum (Commercial)
Permits	Building	Construction and Utility Permits		1/2 of the Original Permit Fee 180 Days From Issuance Date or 180 Days From Last Inspection Date	1/2 of the Original Permit Fee 180 Days From Issuance Date or 180 Days From Last Inspection Date
Permits	Building	Building Plan Review Fee		\$25.00 Minimum, 68% Maximum of Building Permit Fee	\$25.00 Minimum, 68% Maximum of Building Permit Fee

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Permits	Building	City Contractor Licensing (Excluding Mechanical and Sign Contractor who hold a State License or Bond)		\$60 Annual	\$60 Annual
Permits	Building	Commercial Certificate of Occupancy		\$61.00	\$61.00
Permits	Building	Construction and Utility Permits		3% of Construction Cost (\$150.00 Minimum)	3% of Construction Cost (\$150.00 Minimum)
Permits	Building	Contractor License per permit		\$5.00 License Look-up for Contractors with Licenses at the State	\$5.00 License Look-up for Contractors with Licenses at the State
Permits	Building	Decks (New)		\$182.00	\$182.00
Permits	Building	Decks (Remodel - Railing/Stairs Non Structural)		\$121.00	\$121.00
Permits	Building	Driveways, Residential		\$90.00	\$90.00
Permits	Building	Investigative Fee		Charge Up To But Not Exceeding Permit Fee	Charge Up To But Not Exceeding Permit Fee
Permits	Building	Kitchen/Bath Remodel		\$116.00	\$116.00
Permits	Building	Manufactured Home		\$116.00	\$116.00
Permits	Building	Pool, Inground, Demolition		\$121.00	\$121.00
Permits	Building	Pool/Spa		\$61.00	\$61.00
Permits	Building	Pool/Spa		\$121.00	\$121.00
Permits	Building	Residential Temporary Certificate of Occupancy		\$50.00	\$50.00
Permits	Building	Roofing (Commercial)		Project Valuation Fee	Project Valuation Fee
Permits	Building	Roofing (Residential)		\$121.00	\$121.00
Permits	Building	Siding (Residential)		\$121.00	\$121.00
Permits	Building	Signs - Temporary		No Fee - Permit Application Required to be Filed with the City	No Fee - Permit Application Required to be Filed with the City
Permits	Building	Signs (Pylon/Monument with Footings)		\$121.00	\$121.00
Permits	Building	Signs (Wall Mount/Existing Pylon)		\$90.00	\$90.00
Permits	Building	Windows/Doors (Existing Openings)		\$121.00	\$121.00
Permits	Building	Windows/Doors (Modified Openings)		\$182.00	\$182.00
Permits	Building	Wrecking, Moving, Demolition		\$121.00	\$121.00
Permits	Building	Commercial Remodel - 2 Inspections		\$100	\$140.00
Permits	Building	Commercial Remodel with Ceiling - 3 Inspections		\$150	\$210.00
Permits	Electrical	Circuit or Feeder 0 to 200 Amp		\$12.00/Circuit or Feeder	\$12.00/Circuit or Feeder
Permits	Electrical	Circuit or Feeder Over 200 Amp		\$30.00/Circuit or Feeder	\$30.00/Circuit or Feeder
Permits	Electrical	Commercial/Industrial/Apartment and all solar			2.5% of Project Value x0.025
Permits	Electrical	Plan Review			35% of Permit Fee

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Permits	Electrical	State Surcharge - Valuation			Permit Fee x .0005
Permits	Electrical	Electrical Inspection (per trip)		\$50.00/Inspection Trip	\$70.00
Permits	Electrical	Electrical Permit Fee		\$50.00/Inspection Trip	\$70.00
Permits	Electrical	Existing One or Two Family Dwelling: 0 to 14 Feeders or Circuits are Installed or Extended per Unit		\$12.00/Feeder or Circuit	\$12.00/Feeder or Circuit
Permits	Electrical	Existing One- or Two-Family Dwelling: 15 or More Feeders or Circuits are Installed or Extended per Unit		\$100.00/Dwelling Unit	\$100.00/Dwelling Unit
Permits	Electrical	Grounding Electrode, Concrete-Encased (per trip)		\$50/Inspection Trip	\$70.00
Permits	Electrical	Manufactured Home Park Lot Supply		\$50/Pedestal	\$50/Pedestal
Permits	Electrical	New One- or Two-Family Dwelling: 0 to 25 Circuits and Feeders per Unit		\$200.00/Dwelling Unit	\$200.00/Dwelling Unit
Permits	Electrical	New One- or Two-Family Dwelling: Additional Circuits over 25 per Unit		\$8.00/Feeder or Circuit	\$8.00/Feeder or Circuit
Permits	Electrical	Panel Changes		\$100.00/Enclosure	\$100.00/Enclosure
Permits	Electrical	Pools		\$100.00	\$140.00
Permits	Electrical	Power Source: 0 to 400 Amp (0 to 250 Volts)		\$70.00/Source	\$70.00/Source
Permits	Electrical	Power Source: 0 to 400 Amp (Over 250 Volts)		\$100.00/Source	\$100.00/Source
Permits	Electrical	Power Source: 401 to 800 Amp (0 to 250 Volts)		\$140.00/Source	\$140.00/Source
Permits	Electrical	Power Source: 401 to 800 Amp (Over 250 Volts)		\$200.00/Source	\$200.00/Source
Permits	Electrical	Power Source: Over 800 Amp (0 to 250 Volts)		\$200.00/Source	\$200.00/Source
Permits	Electrical	Power Source: Over 800 Amp (Over 250 Volts)		\$300.00/Source	\$300.00/Source
Permits	Electrical	Reconnected Existing Circuit or Feeder (Panel Replacement)		\$100.00/Enclosure	\$100.00/Enclosure
Permits	Electrical	Retrofitting of Existing Lighting Fixtures		\$1.00/Fixture	\$1.00/Fixture
Permits	Electrical	RV Pedestals (All Circuits Originating in Pedestal Including Factory Circuits)		\$8.00/Circuit	\$8.00/Circuit
Permits	Electrical	Separate Bonding Inspection		\$50.00/Inspection fee	70

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
				(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts	(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts
Permits	Electrical	Solar PV Installations for Electrical			
Permits	Electrical	State Surcharge		\$1.00	\$1.00
Permits	Electrical	Street, Parking, and Outdoor Lighting Standards		\$5.00/Standard	\$5.00/Standard
Permits	Electrical	Technology Circuits and Circuits Less than 50 Volts		\$1.00/Device or Apparatus	\$1.00/Device or Apparatus
Permits	Electrical	Traffic Signals		\$5.00 Each	\$5.00 Each
Permits	Electrical	Transformers for Electronic Power Supplies, Signs, and Outline Lighting		\$5.50 Each	\$5.50 Each
Permits	Electrical	Transformers for Light, Heat, and Power: 0 to 10 KVA		\$20.00 Each	\$20.00 Each
Permits	Electrical	Transformers for Light, Heat, and Power: More than 10 KVA		\$40.00 Each	\$40.00 Each
Permits	Fire Alarm Note: Add State Surcharge	Fire Alarm		2% of Construction Value, \$158 Minimum	2% of Construction Value, \$158 Minimum
Permits	Fire Suppression Note: Add State Surcharge	Fire Suppression		2% of Construction Value, \$158 Minimum	2% of Construction Value, \$158 Minimum
Permits	Grading/Excavation	Grading As-built Survey Certification		\$39.00	\$39.00
Permits	Grading/Excavation	Permit - (0 - 50 Cubic Yards)		\$26.00	\$26.00
Permits	Grading/Excavation	Permit - (1,001 - 10,000 Cubic Yards)		\$211.00 Base Fee + \$16.00 Per 1,000 Cubic Yards	\$211.00 Base Fee + \$16.00 Per 1,000 Cubic Yards
Permits	Grading/Excavation	Permit - (10,001 - 100,000 Cubic Yards)		\$355.00 Base Fee + \$71.00 Per 10,000 Cubic Yards	\$355.00 Base Fee + \$71.00 Per 10,000 Cubic Yards

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Permits	Grading/Excavation	Permit - (100,001 - or more Cubic Yards)		\$994.00 Base Fee + \$39.00 Per 10,000 Cubic Yards	\$994.00 Base Fee + \$39.00 Per 10,000 Cubic Yards
Permits	Grading/Excavation	Permit - (101 - 1,000 Cubic Yards)		\$40.00 Base Fee + \$19.00 Per 100 Cubic Yards	\$40.00 Base Fee + \$19.00 Per 100 Cubic Yards
Permits	Grading/Excavation	Permit - (51 - 100 Cubic Yards)		\$40.00	\$40.00
Permits	Grading/Excavation	Plan Review (0-50 Cubic Yards)		No Fee	No Fee
Permits	Grading/Excavation	Plan Review (1,001 - 10,000 Cubic Yards)		\$53.00	\$53.00
Permits	Grading/Excavation	Plan Review (10,001 - 100,000 Cubic Yards)		\$53.00 Base Fee + \$26.00 per 10,000 Cubic Yards	\$53.00 Base Fee + \$26.00 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (100,001 - 200,000 Cubic Yards)		\$287.00 Base Fee + \$14.00 per 10,000 Cubic Yards	\$287.00 Base Fee + \$14.00 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (101-1,000 Cubic Yards)		\$40.00	\$40.00
Permits	Grading/Excavation	Plan Review (200,001 or more Cubic Yards)		\$427.00 Base Fee + \$7.75 per 10,000 Cubic Yards	\$427.00 Base Fee + \$7.75 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (51 - 100 Cubic Yards)		\$26.00	\$26.00
Permits	Grading/Excavation	Site Grading Inspection Fee		\$66.00	\$66.00
Permits	Grading/Excavation	Site Grading/ As Built Reinspection Fee		\$25.00	\$25.00
Permits	Inspections	Boulevard Tree/Sod Inspection		\$165.00	\$165.00
Permits	Inspections	Boulevard Tree/Sod Reinspection		\$60.00	\$60.00
Permits	Inspections	Curb Box Inspection		\$170.00	\$170.00
Permits	Inspections	Curb Box Reinspection		\$70.00	\$70.00
Permits	Inspections	Erosion Control Inspection (Residential Lot Not Covered by Development Agreement)		\$825.00	\$825.00
Permits	Inspections	Inspections For Which No Fee Is Specifically Indicated		\$58.00 per Hour Minimum 1-Hour Fee	\$61
Permits	Inspections	Inspections Outside Normal Business Hours		\$110.00 Minimum	\$110.00 Minimum
Permits	Inspections	Reinspection Fee (plumbing, mechanical & building)		\$61.00 Maximum Per Site/Project Visit	\$61.00 Maximum Per Site/Project Visit
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Mechanical		2% of Contract Price, \$158 Minimum	2% of Contract Price, \$158 Minimum
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Domestic		2% of Contract Price, \$158 Minimum	2% of Contract Price, \$158 Minimum
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Irrigation		2% of Contract price, \$158 Minimum	2% of Contract price, \$158 Minimum

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Sewer Line		\$168.00	\$168.00
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Water Line		\$168.00	\$168.00
Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	Mechanical/Plumbing Permit Fees (Residential): Addition/Alteration/Remodel		\$61.00 Base Fee (Includes 1 Fixture) Plus \$12.00 Each Additional Fixture (\$231 Maximum Permit Fee)	\$61.00 Base Fee (Includes 1 Fixture) Plus \$12.00 Each Additional Fixture (\$231 Maximum Permit Fee)
Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	New Home		\$231.00	\$231.00
Permits	Miscellaneous Permit Fees	Building Inspection Card Replacement		\$42.00	\$42.00
Permits	Plant Registration	Plant Registration		.01 Cents/Square Foot	.01 Cents/Square Foot
Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharge based on Fixed Fees		\$1.00	\$1.00
Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharges based on Project Valuation	\$1,000,000 or Less	(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000	(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000
Permits	Zoning	Accessory Structures under 200sqft		\$61.00/One Inspection	\$61.00/One Inspection
Permits	Zoning	Patios and Parking Areas, Residential		\$61.00/One Inspection	\$61.00/One Inspection
Public Safety	Data Requests	Data Requests, Other		Determined by Actual Production Cost	Determined by Actual Production Cost
Public Safety	Data Requests	Photographs		\$20.00 (JPG Format on CD)	\$20.00 (JPG Format on CD)
Public Safety	Data Requests	Police/Fire Reports		\$0.25 Per Page Over 25 Pages	\$0.25 Per Page Over 25 Pages
Public Safety	Data Requests	Recordings, Audio		\$20.00 (CD/DVD)	\$20.00 (CD/DVD)
Public Safety	Data Requests	Recordings, Squad Video (L3)		\$20.00 (DVD)	\$20.00 (DVD)
Public Safety	Data Requests	Recordings, Video		\$20.00 (DVD)	\$20.00 (DVD)
Public Safety	Data Requests	Transcription of Audio Recording		Determined by Actual Time at Current Transcription Rate	Determined by Actual Time at Current Transcription Rate

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Public Safety	Fire Services	Burning Permit, Commercial		\$50.00	\$100.00
Public Safety	Fire Services	Day Care Facility Inspection		\$50.00	\$50.00
Public Safety	Fire Services	Fire Equipment Use		All Fire Equipment Use Based on Current FEMA Rates	All Fire Equipment Use Based on Current FEMA Rates
Public Safety	Fire Services	Fire Permit		1st Permit \$20.00 per Year; Each Additional Permit \$5.00	\$50.00
Public Safety	Fire Services	Fireworks Outdoor Display	Per event		\$ 250.00
Public Safety	Fire Services	Hazardous Materials and Other Charges for Service		\$150.00 Per Hour Per Person Plus Materials. Minimum Charge of 4 Hours.	\$150.00 Per Hour Per Person Plus Materials. Minimum Charge of 4 Hours.
Public Safety	Fire Services	Tank Installation Permit		1% of Value (\$100.00 Minimum)	1% of Value (\$100.00 Minimum)
Public Safety	Fire Services	Title III Facility Inspection		\$50.00	\$50.00
Public Safety	Police Services	Blood Alcohol Test		\$100.00	\$100.00
Public Safety	Police Services	Clearance Letters (i.e. Adoption, Passport, Etc.)		\$20.00	\$20.00
Public Safety	Police Services	Daycare Checks		\$20.00 Per Adult	\$20.00 Per Adult
Public Safety	Police Services	Excessive Use of Police Services (1 to 2 Nuisance service call(s) within 12 months)		No Charge	No Charge
Public Safety	Police Services	Excessive Use of Police Services (3rd nuisance service call within 12 months)		\$200.00	\$200.00
Public Safety	Police Services	Excessive Use of Police Services (4th nuisance service call within 12 months)		\$400.00	\$400.00
Public Safety	Police Services	Excessive Use of Police Services (5th nuisance service call within 12 months)		\$800.00	\$800.00
Public Safety	Police Services	Excessive Use of Police Services (6th nuisance service call within 12 months)		\$1,600.00	\$1,600.00
Public Safety	Police Services	Excessive Use of Police Services (7th nuisance service call within 12 months and all subsequent nuisance calls)		\$2,000.00	\$2,000.00
Public Safety	Police Services	Fingerprinting (Non-resident)		\$35.00	\$35.00
Public Safety	Police Services	Fingerprinting (Resident)		\$25.00	\$25.00
Public Safety	Police Services	Law Enforcement, Police Officer		\$130.00 Per Hour	\$140.00 Per Hour
Public Safety	Police Services	Lockouts, Car Door Unlocking		\$35.00 Per Event	\$50.00 Per Event
Public Safety	Police Services	Special Response Team (Outside Of Washington County)		Per Current Mutual Aid Agreement	Per Current Mutual Aid Agreement
Public Safety	Towing and Impound	Administrative Fee		\$65.00 or per Prosecuting Attorney	Per Prosecuting Attorney

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
				\$10.00 Per Day for First 30 Days/\$30.00 Per Month Thereafter	
Public Safety	Towing and Impound	Impound, Storage Fee		or per Prosecuting Attorney	Per Prosecuting Attorney
Public Safety	Towing and Impound	Towing Fee		Per Current Towing Contract	Per Current Towing Contract
Public Safety	Towing and Impound	Towing/Storage Charge		Per Current Towing Contract	Per Current Towing Contract
Public Safety	Towing and Impound	Vehicle Impoundment		Per Current Towing Contract	Per Current Towing Contract
Public Works	Equipment	Air Compressor		\$43.00	\$44.00
Public Works	Equipment	Asphalt Roller		\$37.00	\$38.00
Public Works	Equipment	Backhoe		\$86.00	\$88.00
Public Works	Equipment	Blower		\$22.00	\$23.00
Public Works	Equipment	Brush Saw		\$22.00	\$23
Public Works	Equipment	Chainsaw		\$22.00	\$23.00
Public Works	Equipment	Chipper		\$65.00	\$66.00
Public Works	Equipment	Grader		\$118.00	\$121.00
Public Works	Equipment	Hotsy		\$32.00	\$33.00
Public Works	Equipment	Hydro Mulcher (Additional Charges for Product Used)		\$80.00	\$82.00
Public Works	Equipment	Loader, 3-Yard		\$99.00	\$101.00
Public Works	Equipment	Loader, Skid steer		\$69.00	\$71.00
Public Works	Equipment	Mower		\$43.00	\$44.00
Public Works	Equipment	Paint Striper		\$48.00	\$49.00
Public Works	Equipment	Patch Truck		\$118.00	\$121.00
Public Works	Equipment	Paver, Pull Type		\$43.00	\$44.00
Public Works	Equipment	Paver, Track Type		\$204.00	\$210.00
Public Works	Equipment	Power Broom		\$22.00	\$23.00
Public Works	Equipment	Sewer Vac (Requires 2 Operators)		\$194.00	\$199.00
Public Works	Equipment	Sign Truck		\$53.00	\$54.00
Public Works	Equipment	Snowblower		\$22.00	\$23.00
Public Works	Equipment	Spray Patcher		\$91.00	\$93.00
Public Works	Equipment	Sweeper		\$108.00	\$111.00
Public Works	Equipment	Tar Kettle		\$22.00	\$23.00
Public Works	Equipment	Tractor with Clam		\$58.00	\$59.00
Public Works	Equipment	Tractor, Holder, with Mower		\$64.00	\$65.00
Public Works	Equipment	Tractor, Large, with Mower		\$64.00	\$65.00
Public Works	Equipment	Tractor, Small, with Mower		\$48.00	\$49.00
Public Works	Equipment	Traffic Counter		\$12.00	\$12.00
Public Works	Equipment	Trailer		\$16.00	\$13.00
Public Works	Equipment	Trailer, Arrow Board		\$27.00	\$28.00
Public Works	Equipment	Trailer, Jetter		\$75.60	\$77.00
Public Works	Equipment	Trailer, Tandem Axel		\$27.00	\$28.00
Public Works	Equipment	Trencher		\$53.00	\$54.00

Category		Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
	Public Works	Equipment	Truck, Bucket		\$108.00	\$111.00
	Public Works	Equipment	Truck, Dump, 1-Ton		\$53.00	\$54.00
	Public Works	Equipment	Truck, Dump, Single Axle		\$58.00	\$59.00
	Public Works	Equipment	Truck, Dump, Single Axle with Plow/Attachment		\$91.00	\$93.00
	Public Works	Equipment	Truck, Dump, Tandem Axle		\$91.00	\$93.00
	Public Works	Equipment	Truck, Dump, Tandem Axle with Plow/Attachment		\$96.00	\$98.00
	Public Works	Equipment	Truck, Pickup		\$46.00	\$47.00
	Public Works	Equipment	Truck, Pickup with Plow/Attachment		\$58.00	\$59.00
	Public Works	Equipment	Truck, Tanker		\$80.00	\$82.00
	Public Works	Equipment	Wacker		\$18.00	\$19.00
	Public Works	Equipment and Labor	Operator, Equipment, Overtime Rate		\$95.00/Hour	\$101
	Public Works	Equipment and Labor	Operator, Equipment, Standard Rate		\$67.00/Hour	\$71.00
	Public Works	Right-of-Way	Curb Cuts - Residential		\$50.00	\$50.00
	Public Works	Right-of-Way	Load Limit Permit		\$72.00 Each Trip	\$74.00
	Public Works	Right-of-Way	Right-of-Way Delay Penalty Fee		\$80.00 (up to 3 Days) + \$16.00/Day (After 3 Days)	\$80.00 (up to 3 Days) + \$16.00/Day (After 3 Days)
	Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Hole		\$225.00	\$225.00
	Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench or Bore, <1,000 LF		\$75.00/100 Lineal Feet + Hole Fee (\$225.00)	\$75.00/100 Lineal Feet + Hole Fee (\$225.00)
	Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench or Bore, >1,000 LF			\$85.00/100 Lineal Feet + Hole Fee (\$225.00)
	Public Works	Right-of-Way	Right-of-Way Non-excavation Fee, Aerial or Overhead Lines		\$53.00 Plus \$5.25 per 100 Linear Feet	\$53.00 Plus \$5.25 per 100 Linear Feet
	Public Works	Right-of-Way	Right-of-Way Obstruction Permit Fee		\$225.00 + \$0.21/Lineal Foot of Obstruction	\$225.00 + \$0.21/Lineal Foot of Obstruction
	Public Works	Right-of-Way	Right-of-Way Permit Extension Fee		\$75.00	\$75.00
	Public Works	Right-of-Way	Right-of-Way Registration Fee		\$105.00 Annually	\$105.00 Annually
	Public Works	Right-of-Way	Right-of-Way Sidewalk, Apron, Commercial		\$225.00	\$225.00
	Public Works	Right-of-Way	Small Wireless Facility Installation (6 to 15 Facilities)		\$104.00 Per Facility	\$104.00 Per Facility
	Public Works	Right-of-Way	Small Wireless Facility Installation (up to 5 facilities)		\$520.00	\$520.00
	Public Works	Right-of-Way	Small Wireless Facility Installation, Plan Review Escrow		\$10,000.00 (Unused Escrow Amount Returned)	\$10,000.00 (Unused Escrow Amount Returned)
	Public Works	Right-of-Way	Small Wireless Facility, Collocation Rental		\$182.00 Per Facility Per Year (\$156.00 Rental/\$26.00 Maintenance)	\$182.00 Per Facility Per Year (\$156.00 Rental/\$26.00 Maintenance)
	Public Works	Right-of-Way	Work Without a Permit		Double Permit Fee	Double Permit Fee
	Public Works	Signs	10' Galvanized Round Post		\$32.00	\$38.00

Category		Subcategory	Item	Tier	2025 Fees		2026 Proposed Fees	
	Public Works		Signs	10' Galvanized Square Post		\$48.00		\$48.00
	Public Works		Signs	12' Galvanized Round Post		\$32.00		\$44.00
	Public Works		Signs	3" X 60" Post Delineators		\$32.00		\$33.00
	Public Works		Signs	6'3# Green Channel Post		\$22.00		\$22.00
	Public Works		Signs	7'2# Galvanized Channel Post		\$22.00		\$22.00
	Public Works		Signs	7'3# Galvanized Channel Post		\$32.00		\$32.00
	Public Works		Signs	8'2# Green Channel Post		\$32.00		\$32.00
	Public Works		Signs	9 Button Marker		\$32.00		\$32.00
	Public Works		Signs	Band-It Hardware Average		\$22.00		\$23.00
	Public Works		Signs	Crosswalk Arrow		\$43.00		\$44.00
	Public Works		Signs	Crosswalk Sign		\$96.00		\$98.00
	Public Works		Signs	Heavy Duty Cap Bracket 12"		\$22.00		\$23.00
	Public Works		Signs	Heavy Duty T Bracket 12"		\$22.00		\$23.00
	Public Works		Signs	Island Keep Right Sign		\$48.00		\$49.00
	Public Works		Signs	Light Pole Bracket		\$27.00		\$28.00
	Public Works		Signs	Marker Band		\$16.00		\$17.00
	Public Works		Signs	No Parking Sign		\$27.00		\$28.00
	Public Works		Signs	Nuts and Bolts Per Sign		\$10.00		\$11.00
	Public Works		Signs	Speed Limit Sign 24" X 30"		\$43.00		\$44.00
	Public Works		Signs	Square Surface Mount Bracket Break Away		\$166.00		\$170.00
	Public Works		Signs	Stop Sign - 30" Visual Impact Perception		\$86.00		\$88.00
	Public Works		Signs	Stop Sign - 36" Visual Impact Perception		\$113.00		\$116.00
	Public Works		Signs	Street Name Sign - 24" Visual Impact Perception		\$101.00		\$104.00
	Public Works		Signs	Street Name Sign - 28" Visual Impact Perception		\$101.00		\$104.00
	Public Works		Signs	Street Name Sign - 30" Visual Impact Perception		\$108.00		\$112.00
	Public Works		Signs	Street Name Sign - 34" Visual Impact Perception		\$113.00		\$122.00
	Public Works		Signs	Street Name Sign - 36" Visual Impact Perception		\$118.00		\$123.00
	Public Works		Signs	Street Name Sign - 42" Visual Impact Perception		\$129.00		\$132.00
	Public Works		Signs	Street Name Sign 48" Visual Impact Perception		\$134.00		\$138.00
	Public Works		Signs	Warning Sign - 30" Visual Impact Perception		\$86.00		\$88.00
	Public Works		Signs	Warning Sign - 36" Visual Impact Perception		\$118.00		\$121.00

Category		Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
	Public Works	Spring Clean up	Grill		\$15.00	\$15.00
	Public Works	Spring Clean up	Push mower		\$15.00	\$15.00
	Public Works	Spring Cleanup	Air Conditioner		\$10.00	\$10.00
	Public Works	Spring Cleanup	Appliances, Ammonia Refrigerant		\$100.00 and Up	\$100.00 and Up
	Public Works	Spring Cleanup	Bulbs, Fluorescent		No Charge	No Charge
	Public Works	Spring Cleanup	By Load (Car Trunk)		\$30.00 - \$70.00	\$30.00 - \$75.00
	Public Works	Spring Cleanup	By Load (Pickup Truck)		\$70.00 - \$170.00	\$70.00 - \$175.00
	Public Works	Spring Cleanup	By Load (SUV/Station Wagon)		\$40.00 - \$90.00	\$40.00 - \$90.00
	Public Works	Spring Cleanup	By Load Box Truck		\$90.00 +	\$95.00 +
	Public Works	Spring Cleanup	Car Battery		No Charge	No Charge
	Public Works	Spring Cleanup	Chair		\$10.00	\$10.00
	Public Works	Spring Cleanup	Computers		No Charge	No Charge
	Public Works	Spring Cleanup	Dishwasher		\$10.00	\$10.00
	Public Works	Spring Cleanup	Electronics		No Charge	No Charge
	Public Works	Spring Cleanup	Exercise Equipment		\$15.00	\$15.00
	Public Works	Spring Cleanup	Freezer		\$10.00	\$15.00
	Public Works	Spring Cleanup	Lumber, Railroad Tie, 6X6 or 6X8		\$10.00	\$10.00
	Public Works	Spring Cleanup	Lumber, Treated, 2X4		\$5.00	\$5.00
	Public Works	Spring Cleanup	Lumber, Treated, 4X4		\$8.00	\$8.00
	Public Works	Spring Cleanup	Mattress or Box Spring		\$20.00	\$20.00
	Public Works	Spring Cleanup	Mattress, Crib		\$10.00	\$10.00
	Public Works	Spring Cleanup	Microwave		No Charge	No Charge
	Public Works	Spring Cleanup	Paint, Household, Latex or Oil Based		No Charge	No Charge
	Public Works	Spring Cleanup	Refrigerator (No Gas Ammonia)		\$10.00	\$10.00
	Public Works	Spring Cleanup	Snow Blower		\$25.00	\$25.00
	Public Works	Spring Cleanup	Sofa		\$15.00	\$15.00
	Public Works	Spring Cleanup	Stove		\$10.00	\$10.00
	Public Works	Spring Cleanup	Television		No Charge	No Charge
	Public Works	Spring Cleanup	Tire, Car/Light Truck		\$5.00 Each	\$5.00 Each
	Public Works	Spring Cleanup	Tire, Semi Truck		\$15.00 Each	\$15.00 Each
	Public Works	Spring Cleanup	Tire, Tractor		\$35.00 Each	\$35.00 Each
	Public Works	Spring Cleanup	Washer or Dryer		\$10.00 Each	\$10.00 Each
	Public Works	Spring Cleanup	Water Heater		\$10.00 Each	\$10.00 Each
	Public Works	Spring Cleanup	Water Softener		\$10.00 Each	\$10.00 Each
	Public Works	Street Lights	Fixture, Cobra Head, LED		\$1,468.50 Each or Current Cost	\$1,549.00
	Public Works	Street Lights	Fixture, Concrete, LED		\$2,964.50 Each or Current Cost	\$3,053.00
	Public Works	Street Lights	Fixture, Granville, LED		\$1,864.50 Each or Current Cost	\$1,968.00
	Public Works	Street Lights	Fixture, Residential, LED		\$1,978.90 Each or Current Cost	\$2,089.00
	Public Works	Street Lights	LED Luminaire		\$2,200 Each or Current Cost	\$2,530.00
	Public Works	Street Lights	Mast Arm		\$1,400 Each or Current Cost	\$1,442.00
	Public Works	Street Lights	Mast Arm, Pole		\$907.50 Each or Current Cost	\$935.00

Category		Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
	Public Works	Street Lights	Mast Arm, Pole, Dual		\$907.50 Each or Current Cost	\$935.00
	Public Works	Street Lights	Pole, Commercial Round- 30'		\$3,000 Each or Current Cost	\$4,630.00
	Public Works	Street Lights	Pole, Commercial, Round Tapered - 20'		\$2,420.00 Each or Current Cost	\$2,580.00
	Public Works	Street Lights	Pole, Commercial, Round Tapered - 30'		\$4,000 Each or Current Cost	\$4,000.00
	Public Works	Street Lights	Pole, Concrete		\$4,235.00 Each or Current Cost	\$4,362.00
	Public Works	Street Lights	Pole, Decorative Site Link 30'		\$5,400.00 Each or Current Cost	\$6,482.00
	Public Works	Street Lights	Pole, Decorative, 14'		\$2,524.50 Each or Current Cost	\$3,489.00
	Public Works	Street Lights	Pole, Decorative, 18'		\$3,245.00 Each or Current Cost	\$5,132.00
	Public Works	Street Lights	Pole, Residential		\$1,622.50 Each or Current Cost	\$1,913.00
	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Deposit		\$1,500.00 (Actual Cost of Meter)	\$1,500.00
	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Permit Fee		\$75.00	\$79.00
	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Rental Fee		\$5.00 Per Day	\$5.00 Per Day
	Utilities	Permits/Rentals	2½" Meter, Consumption Charge		\$5.00 per 1,000 Gallons Consumption	\$5.50 per 1,000 Gallons Consumption
	Utilities	Permits/Rentals	¾" Adapter, Consumption Charge		\$5.00 per 1,000 Gallons Consumption	\$5.50 per 1,000 Gallons Consumption
	Utilities	Permits/Rentals	¾" Adapter, Deposit		\$300.00	\$300.00
	Utilities	Permits/Rentals	¾" Adapter, Permit Fee		\$75.00	\$79.00
	Utilities	Permits/Rentals	¾" Adapter, Rental Fee		\$5.00 Per Day	\$5.00 Per Day
	Utilities	Permits/Rentals	Fire Hydrant Hookup Permit		\$50.00	\$53.00
	Utilities	Services	Accuracy Test of Water Meter (Requested by Water User) Outsource Meter Accuracy Certification		\$157.50	\$158.00
	Utilities	Services	Delinquent Account Certification			\$75.00 Plus 10% Interest Per Annum
	Utilities	Services	New Account Fee			\$25.00
	Utilities	Services	Utility Account Turn-off Fee		\$78.75	\$83.50
	Utilities	Services	Water and Sewer Restoration Fee		\$5.00 Plus 6% Interest Per Annum	\$5.00 Plus 6% Interest Per Annum
	Utilities	Services	Water Reconnection or Turn-on Fee (Outside Water Department Regular Working Hours)		\$109.00 Per Occurrence; \$190.00 on Holidays	\$115.00 Per Occurrence; \$200.00 on Holidays
	Utilities	Sewer Usage Rates	Commercial	Base Charge	\$5.06 Per Month	\$5.41 Per Month
	Utilities	Sewer Usage Rates	Commercial	All Non-Irrigation Usage	\$4.47 Per 1,000 Gallons	\$4.78 Per 1,000 Gallons
	Utilities	Sewer Usage Rates	Residential	Base Charge	\$5.06 Per Month	\$5.41 Per Month
	Utilities	Sewer Usage Rates	Residential	All Usage	\$4.47 Per 1,000 Gallons	\$4.78 Per 1,000 Gallons
	Utilities	Sewer Usage Rates	Commercial, Usage (Municipal Customer)			6% Over Commercial Rate
	Utilities	Sewer Usage Rates	Residential, Usage (Municipal Customer)			6% Over Residential Rate
	Utilities	Stormwater Utility Fees	Apartments		\$1.51 Per Residential unit Per Month	\$1.56 Per Residential unit Per Month
	Utilities	Stormwater Utility Fees	1.5+ Acre Residential		\$4.79 per Residential Unit Per Month	\$4.93 per Residential Unit Per Month
	Utilities	Stormwater Utility Fees	Agricultural Land with Structure		\$72.39 Per Parcel With Structure Per Year	\$74.56 Per Parcel With Structure Per Year
	Utilities	Stormwater Utility Fees	Cemeteries		\$11.42 Per Acre Per Year	\$11.76 Per Acre Per Year

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Utilities	Stormwater Utility Fees	Churches		\$25.10 Per Impervious Surface Acre Per Month	\$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Commercial / Industrial		\$25.10 Per Impervious Surface Acre Per Month	\$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Golf Courses		\$11.42 Per Acre Per Year	\$11.76 Per Acre Per Year
Utilities	Stormwater Utility Fees	Mining		\$11.42 Per Acre Per Year	\$11.76 Per Acre Per Year
Utilities	Stormwater Utility Fees	Schools		\$25.10 Per Impervious Surface Acre Per Month	\$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Single Family Home		\$6.47 Per Residential Unit Per Month	\$6.66 Per Residential Unit Per Month
Utilities	Stormwater Utility Fees	Townhomes		\$3.13 Per Residential Unit Per Month	\$3.22 Per Residential Unit Per Month
Utilities	Street Light Rates	City-Owned, Commercial		\$6.32 Per Month Per Residential Lot Equivalent (2.5 Lots/Acre for Commercial and Churches; 1.25 Lots/Acre For Schools)	\$6.83 Per Month Per Residential Lot Equivalent (2.5 Lots/Acre for Commercial and Churches; 1.25 Lots/Acre For Schools)
Utilities	Street Light Rates	City-Owned, Residential		\$6.32 Per Month Per Lot	\$6.83 Per Month Per Lot
Utilities	Street Light Rates	Rural		\$6.22 Per Year	\$6.72 Per Year
Utilities	Street Light Rates	Xcel Owned		\$7.61 Per Month	\$8.22 Per Month
Utilities	Water Meters	2-Inch Compound		Actual Cost Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	3/4-Inch Model 435		\$221.00 Plus Sales Tax	\$240.00 Plus Sales Tax
Utilities	Water Meters	5/8-Inch Model 420		\$200.00 Plus Sales Tax	\$206.00 Plus Sales Tax
Utilities	Water Meters	Angle Valve - Compression Connection (each)		\$126.00	\$130.00
Utilities	Water Meters	Angle Valve - Flare Connection (each)		\$89.00	\$91.00
Utilities	Water Meters	Flange Kit (1 1/2 inch)		\$137.00 Plus Sales Tax	\$137.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (2 Inch)		\$147.00 Plus Sales Tax	\$147.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (3 inch)		\$357.00 Plus Sales Tax	\$357.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (4 inch)		\$620.00 Plus Sales Tax	\$620.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (6 inch)		\$945.00 Plus Sales Tax	\$945.00 Plus Sales Tax
Utilities	Water Meters	Mag Meter 3-Inch		\$4,505.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Mag Meter 4-Inch		\$5,924.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Mag Meter 6-Inch		\$9,813.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Meter Nipple		\$17.00 Plus Sales Tax	\$19.00 Plus Sales Tax
Utilities	Water Meters	Shut-off Valve		\$116.00 Plus Sales Tax	\$119.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 3-Inch		\$3,833.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 4-Inch		\$4,935.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 6-Inch		\$8151.00 Plus Sales Tax	Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 1½-Inch		\$1040.00 Plus Sales Tax	\$1090.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 1-Inch		\$445.00 Plus Sales Tax	\$445.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 2-Inch		\$1,188.00 Plus Sales Tax	\$1,325.00 Plus Sales Tax
Utilities	Water Meters	Water Meter Radio Transmitter		\$173.00 Plus Sales Tax	\$173.00 Plus Sales Tax
Utilities	Water Miscellaneous	Driveway Cover		\$157.00	\$162.00

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.5 Inches Meter Size)	\$3.38 Per Month	\$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.625 Inches Meter Size)	\$3.38 Per Month	\$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.75 Inches Meter Size)	\$3.38 Per Month	\$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.0 Inches Meter Size)	\$13.45 Per Month	\$14.80 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.5 Inches Meter Size)	\$26.90 Per Month	\$29.59 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (2.0 Inches Meter Size)	\$40.41 Per Month	\$44.45 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (3.0 Inches Meter Size)	\$47.00 Per Month	\$51.70 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (4.0 Inches Meter Size)	\$67.15 Per Month	\$73.87 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (6.0 Inches Meter Size)	\$167.90 Per Month	\$184.69 Per Month
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	<6,000 Gallons per Month	\$1.77 Per 1,000 Gallons	\$1.95 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	6,001 to 9,000 Gallons per Month	\$2.65 Per 1,000 Gallons	\$2.92 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	9,001 to 12,000 Gallons per Month	\$3.99 Per 1,000 Gallons	\$4.39 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	>12,000 Gallons per Month	\$5.96 Per 1,000 Gallons	\$6.56 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Municipal Customer)		6% Over Commercial Rate	6% Over Commercial Rate
Utilities	Water Usage Rates	Residential, Usage (Municipal Customer)			6% Over Residential Rate
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	<6,000 Gallons per Month	\$1.17 Per 1,000 Gallons	\$1.29 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	6,001 to 9,000 Gallons per Month	\$1.77 Per 1,000 Gallons	\$1.95 Per 1,000 Gallons

Category	Subcategory	Item	Tier	2025 Fees	2026 Proposed Fees
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	9,001 to 12,000 Gallons per Month	\$2.64 Per 1,000 Gallons	\$2.90 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	>12,000 Gallons per Month	\$3.97 Per 1,000 Gallons	\$4.37 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Base Charge	Single Family	\$3.38 Per Month	\$3.72 Per Month
Utilities	Water Usage Rates	Residential, Base Charge	Multi-family (per REU)	\$2.53 Per Month	\$2.78 Per Month
Utilities	Water Usage Rates	Residential, Usage	<6,000 Gallons per Month	\$1.17 Per 1,000 Gallons	\$1.29 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	6,001 to 9,000 Gallons per Month	\$1.77 Per 1,000 Gallons	\$1.95 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	9,001 to 12,000 Gallons per Month	\$2.64 Per 1,000 Gallons	\$2.90 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	>12,000 Gallons per Month	\$3.97 Per 1,000 Gallons	\$4.37 Per 1,000 Gallons
Utilities	Water Usage Rates	Water, Usage	8 Dial Meters	Actual Gallons used	Actual Gallons used



City Council Action Request

7.L.

Meeting Date 12/17/2025

Department Finance

Agenda Category Action Item

Title Amend 2025 Budget

Staff Recommendation Adopt Resolution 2025-190, 2025 Budget Revisions.

Budget Implication N/A-Budget Neutral

Attachments

1.	CC Memo 2025 Budget Adjustments 12-17-2025
2.	Res 2025-190 Revised 2025 Budget



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

From: Brenda Malinowski, Finance Director

Date: December 17, 2025

Subject: 2025 Budget Revisions

Background

The Council is requested to consider resolutions to amend the 2025 Budget.

Discussion

2025 Budget Adjustments

Each year events occur that were not identified in the original adopted Budget. The events reflect prior Council actions and approvals. The adopted Budget can be amended for these changes. None of these amendments will affect fund balance since they have an expenditure increase and a corresponding expenditure decrease or revenue increase.

- Development Related (\$420,000)
 - Increase expenditure budgets for building inspection, engineering, and professional services for amounts that were needed due to increased development activity. Increase building permit revenue by the same amount.
- Donations (\$59,000)
 - Increase the miscellaneous revenue for donations received on behalf of the Cottage Grove Lions as part of the 4th of July fireworks, donations for the Hometown Holiday Celebration, and miscellaneous donations for public safety. Increase the expenditure budget by the same amount to account for the expenses related to these donations.
- Parks & Recreation (\$45,000)
 - Increase facility revenues for increased facility usage. Increase parks and recreation expenditures to account for the increased expenses related to the facility rentals.
- Grants (\$224,000)
 - Increase grant revenues in community development, police, fire and emergency management. Increase expenditures in these same departments to account for the costs related to these grants.
- Other (\$40,000)
 - Increase expenditures in Mayor & Council and recreation for dues, travel, and credit card fees that were not included in the original budget. Offset with budget contingency.

Recommendation

Approve Resolution 2025-190, 2025 Budget Revisions.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-190

2025 BUDGET REVISIONS

WHEREAS, events surrounding development, grants, donations, and other events that occurred in 2025 that were not part of the original Adopted Budget; and

WHEREAS Resolution 2024-171 adopted the 2025 operating budget; and

WHEREAS Resolution 2024-181 revised the 2025 operating budget; and

WHEREAS the City Council may authorize budget adjustments.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Budget shall be revised as follows:

	2025 Original Budget	2025 Revised Budget 12-18-2024	2025 Revised Budget 12-17-2025
General Fund			
<u>Revenue</u>			
General Property Tax	\$21,667,200	\$21,667,200	\$21,667,200
Licenses & Permits	2,369,970	2,369,970	2,714,970
Intergovernmental	1,661,750	1,681,750	1,880,750
Charges for Services	1,705,700	1,705,700	1,850,700
Fines	150,000	150,000	150,000
Miscellaneous	207,200	207,200	266,200
Transfers In	684,490	684,490	684,490
Total	\$28,446,310	\$28,466,310	\$29,214,310

	2025 Original Budget	2025 Revised Budget 12-18-2024	2025 Revised Budget 12-17-2025
<u>Expenditures</u>			
General Government			
Mayor & Council	\$120,630	\$120,630	\$135,630
Administration	1,147,600	1,147,600	1,147,600
Professional services	540,000	540,000	585,000
City Clerk & Elections	227,700	227,700	227,700
Finance	776,550	776,550	776,550
City Hall	586,335	586,335	586,335
Employee & Community Programs	180,100	192,100	223,200
Budget contingency	275,000	275,000	235,000
Community Development			
Planning, Zoning & Historic Preservation	640,490	640,490	670,490
Building inspection & Code Enforcement	1,602,905	1,602,905	1,902,905
Public Safety			
Police	11,025,750	11,215,750	11,399,250
Animal Control	29,330	29,330	29,330
Emergency Preparedness	86,680	166,680	176,680
Fire	2,498,600	2,561,000	2,583,900
Public Works			
Engineering	701,090	701,090	776,090
Street Maintenance	2,222,050	2,222,050	2,222,050
Signage	280,450	280,450	280,450
Snow Plowing	1,042,660	1,042,660	1,042,660
Public Works Admin	677,140	677,140	677,140
Forestry	504,330	614,930	614,930
Parks & Recreation			
Park Maintenance	2,506,070	2,537,070	2,565,570
Recreation	774,850	774,850	821,850
Total	\$28,446,310	\$28,932,310	\$29,680,310

Passed this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date 12/17/2025

Department Convention and Visitors Bureau

Agenda Category Action Item

Title 2026 CVB Final Budget Approval

Staff Recommendation Approve the 2026 CVB Final Budget.

Budget Implication N/A

Attachments	1.	2026 CVB Final Budget Approval
	2.	2026 CVB Final Budget Worksheet

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

FROM: Phil Jents, Communications Manager

DATE: December 17, 2025

RE: 2026 Final Budget Approval

Background

Revenue

Projections of 63% occupancy were used when forecasting for 2026 lodging tax revenue, estimating the total to be \$71,550 in revenue. In looking back at the past few years, on average, the CVB have averaged a revenue of almost 65% occupancy for the full year. For 2026, the recommendation is to continue the projected occupancy and use a 63% occupancy rate for budgeting total lodging tax revenue which would give a projected revenue of \$71,550. This falls more in line with what has historically been collected from our lodging facilities yearly.

It is estimated that the advertising in the Visitors Guide in 2026 will be \$4,500 which helps offset the cost of printing the Visitors Guide.

Added for 2026 are estimates for the Food Truck Festival. Based on projections, it is estimated that the CVB will collect \$15,900 in food truck and marketplace vendor payments and \$8,000 from sponsorships of the event.

New for this budget is the receipt of a \$2,000 Explore Minnesota Tourism Grant to support online marketing for events such as the Food Truck Festival, One Family Festival, etc.

Expense

As in previous years, expenses are being broken out into three separate categories: marketing, operations, and other. Marketing expenses are core to the organization's mission of, "promoting Cottage Grove as a premier destination for leisure travelers, weddings and outdoor enthusiasts, a recognized and successful host city for meetings and conventions, and a prominent and respected venue for sporting events."

Marketing Expenditures

Website Hosting/Domain	\$1,680.00
Collateral Development and Printing	\$11,000.00
Marketing and Local Events	\$6,430.00
Food Truck Festival	\$20,000.00
Social Media Advertising/Marketing Online	\$12,000.00
Professional Services	\$629.36
Other Types of Advertising (Magazines, Billboards, etc.)	\$4,630.00
Total Marketing Expense	\$56,369.36

In total, marketing expenses for 2026 are at \$56,369.36. Website hosting is budgeted at \$1,680.00 for 2026. Printing of the Visitors Guide for 2026 is estimated to be \$11,000.00. Expenses related to the Food Truck Festival are budgeted to be \$20,000.00. Other types of advertising, including the brochure programs at the Mall of America, have been budgeted at \$4,630.00. Professional Services has been budgeted at \$629.36 and includes transcription services. This leaves some areas that allow for flexibility in the budget in marketing at local events and other types of advertising which are budgeted at \$6,430.00. Social media will continue to be the focus for the CVB's marketing efforts, so \$12,000.00 has been budgeted to maintain the presence of the CVB on social media.

The second expense category is operations and represents the funds needed to carry out the mission of the Visitors Bureau.

Operating Expenditures

Communication Specialists Salary and Benefits	\$24,600.00
Postage	\$800.00
Credit Card Fees	\$400.00
Supplies	\$300.00
Continuing Education/Classes/Seminars	\$4,200.00
Dues/Subscriptions	\$2,210.00
Administration Fee (City of Cottage Grove)	\$3,577.50
Contractual Services (City of Cottage Grove)	\$16,993.13
Total Operating Expense	\$53,080.63

Many of the operations expenditures are for day-to-day expenses like office supplies and postage that equal \$1,100. For 2026, the Visitor Bureau will continue its membership with the Minnesota Tourism Association (MNTA, formerly known as MACVB) for \$410, \$1,800 for the Deckard Technologies Rentalscape software (total cost for this subscription is shared between the CVB and Community Development), and has \$4,200 budgeted for continuing education which includes attending the MNTA and Explore Minnesota annual conferences. \$3,577.50 is budgeted as the 5% administrative fee that is paid back to the city for facilitating the CVB. Contractual services to the city of 25% covers services like accounting, audit, clerical and legal services and totals

\$16,993.13. Finally, the largest expense is for a portion of the salary and benefits of the two Communication Specialist positions for a total of \$24,600.

With a total revenue projection of \$101,950.00 and total expenses projected at \$109,449.99 in 2026, equates to a net loss of \$7,499.98. This will be reconciled with either remaining fund balance (which is currently \$65,440.00), or expenditure reductions.

The 2026 CVB Budget was approved unanimously by the CVB board, with a motion from Director Grecula and a second by Director E. Olson.

Recommendation

Approve the Cottage Grove Convention and Visitors Bureau 2026 Final Budget.

Attachments:

2026 Final Budget Worksheet

Cottage Grove Convention and Visitors Bureau
2026 Budget Worksheet

FINAL BUDGET

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	2025 Budget	Notes
Revenue															
Lodging Tax at 3%															
3840 Lodging Tax	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 71,550.00	\$72,276.00	Based on a 63% occupancy rate
Total Lodging Tax Revenue	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 71,550.00		
Other Revenue															
3324 Grants					\$ 2,000.00								\$ -		
3574 Visitors Guide Ad Sales	\$ 4,500.00												\$ 2,000.00	\$10,000.00	
3575 Food Truck Fest Food Vendor Payments						\$ 3,225.00	\$ 5,225.00	\$ 5,225.00	\$ 2,225.00				\$ 4,500.00	\$5,095.00	
3812 Food Truck Fest Donations and Sponsors						\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00				\$ 15,900.00	\$8,750.00	
3816 Refunds & Reimbursements													\$ 8,000.00	\$2,750.00	
													\$ -		
Total Other Revenue	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 5,225.00	\$ 7,225.00	\$ 7,225.00	\$ 4,225.00	\$ -	\$ -	\$ -	\$ 30,400.00		
Total Revenue	\$ 8,750.00	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 9,000.00	\$ 13,225.00	\$ 15,225.00	\$ 15,225.00	\$ 9,925.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 101,950.00		
EXPENSES															
Personal Services															
4100-4144 Salary, PERA, FICA, Health Insurance	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 24,600.00	\$87,790.00	10% of salary and benefits for 2 positions
Total Personal Services	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 24,600.00		
Commodities															
4200 Office Supplies / Equipment													\$ -	\$120.00	
4210 OP Supply - Other	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 300.00	\$240.00	
Total Commodities	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 300.00		
Contractual Services															
4300 City of Cottage Grove (5% Administration Fee)	\$ 212.50	\$ 250.00	\$ 250.00	\$ 280.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 285.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,577.50	\$3,613.80	automatically calculated based on lodging tax
4300 Contractual Services [City of Cottage Grove (25%)]	\$ 1,009.38	\$ 1,187.50	\$ 1,187.50	\$ 1,330.00	\$ 1,662.50	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,353.75	\$ 1,187.50	\$ 1,187.50	\$ 1,187.50	\$ 16,993.13	\$17,165.55	
4300 Contractual Services/Professional Services		\$ 157.34			\$ 157.34			\$ 157.34			\$ 157.34		\$ 629.36	\$240.00	transcription services
4305 Website Hosting/Domain	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 1,680.00	\$1,380.00	
4309 Credit Card Fees									\$ 400.00				\$ 400.00	\$1,380.00	
4311 Postage	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 800.00	\$720.00	
4340 Collateral Development & Printing	\$ 11,000.00												\$ 11,000.00	\$8,000.00	updated based on 2025 cost
4341 Social Media Advertising/Marketing Online	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$15,504.00	
4341 Other Types of Advertising (Magazines, Billboard, etc)	\$ 2,050.00	\$ 2,580.00											\$ 4,630.00	\$300.00	brochure program \$2150, Have Fun Biking \$2580
4401 Dues / Subscriptions	\$ 1,800.00					\$ 410.00							\$ 2,210.00	\$325.00	
4403 Continuing Education/Classes/Seminars	\$ 1,500.00				\$ 500.00				\$ 800.00	\$ 900.00	\$ 500.00		\$ 4,200.00	\$1,750.00	MACVB membership
4434 Marketing at Local Events		\$ 130.00	\$ 5,000.00		\$ 1,300.00								\$ 6,430.00	\$6,625.00	
4434 Food Truck Festival						\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00				\$ 20,000.00	\$13,650.00	
Total Contractual Services	\$ 18,778.88	\$ 5,511.84	\$ 7,644.50	\$ 2,817.00	\$ 5,175.84	\$ 8,916.00	\$ 8,506.00	\$ 8,663.34	\$ 9,045.75	\$ 3,544.50	\$ 3,301.84	\$ 2,644.50	\$ 84,549.99		
Total Expense	\$ 18,803.88	\$ 5,536.84	\$ 7,669.50	\$ 2,842.00	\$ 5,200.84	\$ 8,941.00	\$ 8,531.00	\$ 8,688.34	\$ 9,070.75	\$ 3,569.50	\$ 3,326.84	\$ 2,669.50	\$ 109,449.99		
Net Income	\$(10,053.88)	\$ (536.84)	\$ (2,669.50)	\$ 2,758.00	\$ 3,799.16	\$ 4,284.00	\$ 6,694.00	\$ 6,536.66	\$ 854.25	\$ 1,430.50	\$ 1,673.16	\$ 2,330.50	\$ (7,499.98)		



City Council Action Request

7.N.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Part-Time Firefighter - Pay Plan

Staff Recommendation Approve Resolution 2025-184 adopting a 2026 Part-time Firefighters Pay Plan.

Budget Implication Included in the 2026 budget.

Attachments

1.	Part-time Fire Memo
2.	Resolution - 2025-184 (2026 Pay Plan for Fire Part-time)



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

From: Joe Fischbach, Human Resources Manager

Date: November 25, 2024

Subject: 2026 Part-time Firefighter Pay Plan

Discussion

The Fire Relief Association Pension Program was dissolved at the end of 2023 by a vote of the members. Part-time Firefighters that stayed employed during 2024 transitioned to the PERA General Plan. Several Firefighters chose to resign/retire at the end of 2023 in response to these changes.

To recruit and retain Part-time Firefighters in 2024, the City provided substantial financial incentives, including a base wage increase of over 15%, the implementation of pay increases at 5-year service intervals, and incentive pay for exceeding call-back requirements. The starting hourly wage for Part-time Firefighter/EMTs is one of the highest in the metro area.

Staff is recommending increasing the wages by 9% across all hourly rates for 2026. This 9% increase is the same general increase the four City labor unions received and what is being recommended on this City Council agenda for the 2026 Non-Represented Pay Plan.

Recommendation

Approve Resolution 2025-184 adopting a 2026 Part-time Firefighters Pay Plan.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-184

**A RESOLUTION ADOPTING THE 2026 PAY PLAN FOR FIRE DEPARTMENT PART-TIME
EMPLOYEES FOR THE CITY OF COTTAGE GROVE**

ARTICLE I. WAGES

	FF/EMT	FF/Medic
Start	\$25.42	\$32.35
5 years CGFD experience	\$26.00	\$32.93
10 years CGFD experience	\$26.57	\$33.51
15 years CGFD experience	\$27.15	\$34.08
20 years CGFD experience	\$27.73	\$34.66
25 years CGFD experience	\$28.31	\$35.24
30 years CGFD experience	\$28.89	\$35.82

WHEREAS, Employees working their regularly scheduled duty crew hours will be paid 1.5 times their regular rate of pay for all hours worked between 12:00 AM and 11:59 PM on the actual holidays as defined in the City Personnel Policy.

WHEREAS, Employees will be paid 1.5 times their regular rate of pay for all hours worked when responding to All Call pages and for special events as determined by the Public Safety Director. Employees working their regularly scheduled duty crew hours will not be eligible for overtime pay during those hours.

WHEREAS, Employees responding to All Call pages on an actual holiday as defined in the City Personnel Policy will receive two (2) times their regular rate of pay. If the callback extends into a non-holiday day, the employee will receive one and one-half (1-1/2) times the employee's regular rate of pay for those hours. Employees working their regularly scheduled duty crew hours will not be eligible for overtime pay during those hours.

WHEREAS, Part-time Firefighter response to call-back requests is essential to provide emergency response to the community. Firefighters that exceed the minimum requirement may be eligible for an annual bonus based upon meeting set call-back response percentages.

WHEREAS, Bonus eligibility will be determined every calendar year (January 1st to December 31st) and will be paid in the first quarter following the completion of the calendar year. The part-time Firefighter must work the entire calendar year to be eligible for the bonus (i.e. must be employed on or before January 1st). Part-time Firefighters on approved leave may be eligible for the bonus if their leave is equal to or less than twelve weeks. Part-

time Firefighters with lost time due to an approved worker's compensation claim will be eligible for the bonus if they work at least three months during the calendar year.

WHEREAS, Bonus pay will be given based on the following call-back percentage (Part-time Firefighter will only receive one payment based on the percentage they achieve.)

- 30 percent call-back percentage: \$500 bonus.
- 40 percent call-back percentage: \$750 bonus.
- 50 percent or higher call-back percentage: \$1000 bonus.

ARTICLE II. EFFECTIVE DATE

This resolution shall become effective January 1, 2026, and shall remain in effect until amended by the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the above listed plan be adopted.

Passed this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.0.

Meeting Date	12/17/2025				
Department	Administration				
Agenda Category	Action Item				
Title	2026 Part-Time Pay Plan				
Staff Recommendation	Adopt resolution 2025-183 approving the 2026 Part-time Pay Plan.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>20251203- Part-time Pay Memo</td></tr><tr><td>2.</td><td>Resolution - 2026 Part Time Pay Plan (1)</td></tr></table>	1.	20251203- Part-time Pay Memo	2.	Resolution - 2026 Part Time Pay Plan (1)
1.	20251203- Part-time Pay Memo				
2.	Resolution - 2026 Part Time Pay Plan (1)				



To: Honorable Mayor and City Council
From: Joe Fischbach, Human Resources Manager
Date: December 3, 2025
Subject: Part-time Pay Plan

Background

As the City Council is aware, the City employs more than one-hundred employees that are not part of the Non-represented Pay Plan or a labor union. These part-time and seasonal employees work mainly at the Ice Arena, Public Works, River Oaks, HERO Center and in Recreation.

The Minnesota Department of Labor increased the minimum wage to \$11.41 per hour, effective January 1, 2026. This increase is reflected in the pay plan. It should be noted that because of the current labor market, starting hourly wages are usually higher than this amount. Human Resources and the City Administrator sign off on all hourly wage requests, so increases are managed within established budgets. Departments also work with the Finance department to make sure they do not go over their seasonal wage budgets throughout the year. There are several positions that have a set hourly wage for all employees. They are CSO, Range Safety Officer and Instructor- HERO Center. The positions have been increased 6%. This 6% increase is the same general increase the four labor unions received and what is being recommended on this City Council agenda for the 2026 Non-Represented Pay Plan.

Staff Recommendation

Adopt resolution 2025-183 approving the 2026 Part-time Pay Plan.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-183

**RESOLUTION ESTABLISHING WAGES FOR TEMPORARY AND
PART-TIME CITY EMPLOYEES**

BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following wages for temporary and part-time City employees be established as follows:

ARTICLE I

Section 1. Temporary, Seasonal and Part-time Wages

Building Inspector	\$18.00 - \$40.00 per hour
Code Enforcement Officer	\$18.00 - \$35.00 per hour
Community Service Officer (CSO)	\$25.80 per hour
Range Safety Officer	\$24.52 per hour
Assistant Golf Professional/Cook	\$11.41 - \$30.00 per hour
Recreation Assistant	\$11.41 - \$25.00 per hour
Intern	\$11.41 - \$25.00 per hour
Seasonal/Temporary Position	\$11.41 - \$30.00 per hour

Section 2. Instructor and Officials

Instructor- HERO Center	\$49.04 per hour
Golf Instructor	\$11.41 - \$45.00 per hour
Figure Skating Instructor	\$11.41 - \$45.00 per hour

Employees will be paid 1.5 times their regular rate of pay for all hours worked between 12:00 AM and 11:59 PM on the actual holidays as defined in the City Personnel Policy.

City employees will be paid for all City sponsored special events; special events outside of the City or not sponsored by the City shall be on a volunteer basis and therefore not compensated.

ARTICLE II

Section 1. Conditions of Employment

All conditions for part-time and temporary personnel, as covered by Article I of this resolution, shall be those outlined in the City's Personnel Policy, as adopted on December 17, 2025, as amended.

ARTICLE III

Section 1. Repealed

Resolution 2024-168, adopted on the 4th day of December 2024, is hereby repealed.

Passed this 17th day of December 2025 and effective on January 1, 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.P.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Non-Rep Pay Plan

Staff Recommendation Approve Resolution 2025-185 adopting a 2026 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove. All wage and benefit costs have been budgeted.

Budget Implication N/A

Attachments	1.	Memo Non-Rep Pay Plan
	2.	Resolution - Non Rep
	3.	Appendix A- 2026



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: December 11, 2025
Subject: 2026 Non-Represented Pay Plan

Background

Each year the City Council approves a Resolution adopting a pay and benefits plan for employees not covered by a labor contract. The attached pay plan incorporates a 3% cost-of-living-adjustment (COLA) and a 3% market adjustment to all positions. This is the same general increase that the four labor unions and the City have approved. The City contracted with PayPoint HR to conduct a market study of the wages offered by the City with the City's comparable group. That group is Twin Cities metro area cities with populations between 25,000 and 65,000. The City uses the latest Met Council population estimates to set the list of cities. The annual increase is the second year of the two-year plan to get positions aligned with similar positions in the comparison group.

The City also received feedback from employees that they would like vision insurance. Eye exams are covered under the City's medical insurance. Thus, we solicited bids for a materials only (glasses and/or contacts) vision policy. The Insurance Committee reviewed the bids and selected EyeMed as the policy holder. The City is covering the single premium for those that selected the coverage as it is a voluntary election.

The Investigative Aide has submitted her resignation. Her last day is December 12th. This has allowed the Police records, investigations and command staff to review current operations and practices. It is being recommended that the Investigative Aide position be reclassified from level 14 to 15. The position will not only coordinate the majority of the physical evidence but also the majority of the digital evidence, i.e. squad camera and body worn camera video. Internal staff have expressed an interest in the position and it is anticipated that the position would be filled from within the organization. The cost should be budget neutral in the near term as there should be cost savings from backfilling the position of the internal hire.

Action Requested

Consider approving the Resolution 2025-185 adopting a 2026 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove. All wage and benefits costs have been budgeted for.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-185

**RESOLUTION ADOPTING 2026 PAY PLAN AND BENEFITS FOR EMPLOYEES NOT
COVERED BY A LABOR CONTRACT FOR THE CITY OF COTTAGE GROVE**

See Last Page for Amendment Notations

ARTICLE I. PAY SCHEDULE

Section 1. Attachment A setting forth fifteen grades and seven steps is hereby adopted as the City's pay schedule for non-represented employees starting January 1, 2026. The plan incorporates a 3% COLA and a 3% market adjustment. These adjustments cover all non-represented regular, full and part-time employees who are not subject to a bargaining contract for 2026, as defined by the City Council through the Non-Represented Pay Plan.

Section 2. The positions covered by this resolution are hereby classified into grades as follows on the pay schedule shown in Attachment A.

Section 3. For those employees appointed to full-time regular status, normal progression through the pay steps, as set forth in Attachments A, will be as follows:

Beginning	- Step 1
6 Months	- Step 2
1 Year	- Step 3
2 Years	- Step 4
3 Years	- Step 5
4 Years	- Step 6
5 Years	- Step 7

Be it provided, however, that based on other job-relevant factors (including but not limited to recruitment needs, market comparability, pay equity considerations, and performance), the City Administrator may recommend the placement of an employee at a step other than that indicated by the above usual schedule.

Be it further provided that the City Administrator is authorized to recognize and reward meritorious

performance by increasing an employee's compensation one additional step on any anniversary adjustment. However, such extraordinary increases shall not be extended more than two times during the initial five years of employment.

In addition, the City Administrator is authorized to defer step pay increases and/or annual pay adjustments based on poor performance. An employee's performance must be recognized as satisfactory in order to be eligible for pay increases.

ARTICLE II. HOURS

Section 1. The average work month for employees for the purpose of computing Annual Leave and fraction of a month's work shall be one hundred seventy-three (173) hours.

ARTICLE III. OVERTIME

Section 1. The positions of Public Safety Director, Fire Chief, Police Captain and Deputy Fire Chief shall be paid overtime under the following conditions:

- A. Those employees assigned are called to work on any holiday as listed in the Personnel Policy.
- B. Those employees called to testify in a court of law on their regularly assigned days off.
- C. Those employees assigned to work outside employment.

Section 2. The positions of Office Assistant II, Finance Assistant II, Administration Specialist, Administrative Technician- Fleet Maintenance, Transcriptionist, Community Development Assistant, Utility Billing Clerk, Utility Billing Specialist, Building Permit Technician Coordinator, Secretary, Administrative Assistant, Accounting Specialist, Human Resources/Payroll Specialist, Records Specialist, Criminal Analyst, Building Permit Technician, Associate Planner, Investigative Aide, Administrative Secretary, Building Inspector, Code Enforcement Officer, GIS Technician, IT Technician, HERO Center Facility Operations Specialist and Records Coordinator shall be eligible

for payment of overtime.

Section 3. Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate.

Section 4. No overtime shall be paid to any of the other employees listed in this resolution.

ARTICLE IV. POLICY

Section 1. The Public Safety Director, Fire Chief, Police Captains and Deputy Fire Chiefs shall be provided uniforms, subject to the approval of the City Administrator or designee.

Section 2. The EMPLOYER shall pay a maximum contribution per month per employee. The contribution may be used toward the premium for group medical coverage. Contribution amounts available but not used for medical coverage can be used for dental insurance for the employee and the employee's dependents, and toward the premium for additional life insurance, long-term disability coverage, or additional benefits allowed under the City's flexible benefits plan. All new employees who work an average of thirty-one (31) hours per week or more must enroll in a minimum of single medical coverage.

The employer contribution for 2026 will be as follows:

HSA Passport Plan

Single- 100% of premium

Single + One- 70% of premium

Single + Children- 70% of premium

Family- 70% of premium

HSA Elect Plan

Single- 100% of premium

Single + One- 70% of premium

Single + Children- 70% of premium

Family- 70% of premium

Both the Passport and Elect plans have a, \$4,500- employee and \$9,000- all others, deductible. However, the employee will be responsible for, \$2,500- employee and \$5,000- all others, of the deductible amount. The remainder will be covered by the employer through a HRA. Of the \$2,500/\$5,000 amount the employer will contribute \$1,400/\$2,800 into the employee's HSA, on a matching basis. The employer contribution amount is provided on a matching basis of 2 (two) employer dollars for every 1 (one) dollar contributed by the employee, up to the annual employer maximum. The employer HSA contributions will be made in two equal payments, the first pay dates in January and July. Both plans will have an imbedded deductible. There is an 80/20 payment arrangement once the deductible is met, whereby the insurance company pays 80 percent and the employee/employer pay the other 20 percent, up to an out-of-pocket maximum. The out-of-pocket maximums are, \$5,800- employee and \$11,600- all others. If the employee/employer experience out of pocket costs, the employer will cover up to the \$1,300- employee and up to the \$2,600- all others.

The City will pay for single dental coverage for employees enrolled in the City health insurance plan.

The City will pay for single vision coverage for employees.

Section 3. The City shall pay the premium for group life insurance for all permanent full-time employees; insurance to equal \$1,000 coverage per \$1,000 of annual base salary.

Section 4. The Public Works Director, Public Safety Director, City Engineer, Police Captains, Fire Chief and Deputy Fire Chief shall be issued City vehicles or allowed a monthly car allowance as determined by the City Administrator and subject to the rules established in the City's Travel, Training, and Education Policy. For 2026, the Public Safety Director, Police Captains, Fire Chief and Deputy Fire Chief shall be issued City vehicles. The Public Works Director and City Engineer will receive a \$350 per month car allowance.

Section 5. Pensioned or pension-eligible former employees (including those who were members

of bargaining units during their employment) of the City may continue participation in the City's group hospitalization, health, dental and life insurance programs for themselves and their dependents, provided that such former employee will be required to pay the full premium for such insurance coverage by the first day of each month that coverage is desired. Insured dependents may continue coverage upon death of the former employee.

The availability of such coverage to former employees and their dependents shall be consistent with applicable State law and subject to whatever restrictions or limitations may be placed on the coverage by the City's insurance carrier. The City's policy somewhat exceeds minimum requirements of State law. The City Administrator shall annually review the effect of the participation of former employees and their dependents on the City's insurance program, and to the extent not inconsistent with State law, the City Council retains the right to terminate participation and/or otherwise modify the program when it is determined to be in the best interest of the City and/or its current employees.

Section 6. All other conditions of employment shall be those as adopted by the Personnel Policy, and not in conflict with the foregoing articles.

ARTICLE V. REPEAL

Section 1. This resolution supercedes and replaces all previous resolutions relating to the pay plan for non-represented employee (including, but not limited to, Resolutions 00-38, 01-084, 01-176, 02-008, 02-132, 02-235, 03-163, 04-214, 04-219, 05-009, 06-096, 06-252, 07-204, 08-201, 09-159, 09-191, 10-181, 12-053, 12-087, 13-003 and 13-134, 14-116, 15-049, 15-127, 16-179, 17-161, 18-111, 18-161, 19-071, 19-131, 2020-158, 2021-152, 2022-050, 2022-073, 2022-108, 2022-171, 2023-164, 2024-035, 2024-166).

ARTICLE VI. REVIEW

The City Administrator shall periodically review this Pay Plan and shall recommend to the City Council any required adjustments.

ARTICLE VII. IMPLEMENTATION PROCESS

Section 1. This resolution adopting a 2026 pay plan and benefits for employees not covered by a

labor contract, when adopted, shall be updated as necessary.

ARTICLE VIII. EFFECTIVE DATE

Section 1. This resolution shall become effective January 1, 2026 and shall remain in effect until amended by the City Council.

AMENDMENTS

This 2026 Pay Plan was adopted by City Council **Resolution No. 2025-185** on 12/17/2025. The resolutions amending the pay plan are listed below, and these amendments have been incorporated into the pay plan.

Amendments:

1. **Resolution No. 2022-073** Adopting 2022 Pay Plan and Benefits, with added positions, for employees not covered by a labor contract for the City of Cottage Grove.
2. **Resolution No. 2022-108** Adopting 2022 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
3. **Resolution No. 2022-171** Adopting 2023 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
4. **Resolution No. 2023-014** Adopting 2023 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
5. **Resolution No. 2023-164** Adopting 2024 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
6. **Resolution No. 2024-035** Adopting 2024 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
7. **Resolution No. 2024-166** Adopting 2025 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.

Passed this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Appendix A

2026 NON-REPRESENTED PAY PLAN								
Level	Title	MIN - 1	2	3	MID - 4	5	6	MAX - 7
		80%	83%	87%	90%	93%	97%	100%
X03	City Administrator	95.99	99.59	104.39	107.99	111.59	116.39	119.99
X02	Finance Director	78.42	81.36	85.29	88.23	91.17	95.09	98.03
X02	Public Safety Director							
X02	Public Works Director							
X01	Community Development Director	67.87	70.41	73.80	76.35	78.89	82.29	84.83
X01	Park & Rec Director							
X01	Fire Chief							
X01	Police Captain							
X01	City Engineer							
X01	Deputy Public Works Director- Utilities							
23		63.13	65.50	68.66	71.03	73.39	76.55	78.92
22	Assistant City Engineer	58.72	60.93	63.86	66.06	68.27	71.20	73.41
	Assistant Finance Director							
	Deputy Fire Chief							
	IT Manager							
21	Chief Building Official	54.60	56.65	59.38	61.43	63.48	66.21	68.25
21	Communications Manager							
21	Fleet & Facilities Manager							
21	Human Resources Manager							
21	Superintendents							
20	HERO Center Manager	50.80	52.70	55.24	57.14	59.05	61.59	63.49
20	Project Engineer							
20	Recreation Facilities Manager							
20	Recreation Services Manager							
20	River Oaks General Manager							
20	Systems Administrator							
20	Economic Development Manager							
19	Assistant to City Administrator	47.26	49.03	51.39	53.17	54.94	57.30	59.07
19	River Oaks Superintendent							
19	Senior Building Inspector							
19	Senior Planner							
19	City Clerk							
18	Management Analyst	43.94	45.59	47.79	49.44	51.08	53.28	54.93
18	Records Manager							
17	Accountant	40.89	42.42	44.47	46.00	47.54	49.58	51.11
17	Building Inspector							
17	Golf Assistant Superintendent							
17	Graduate Engineer							
17	IT Technician							
17	Planner							
17	Human Resources/Payroll Specialist							
17	HERO Center Facility Operations Specialist							
17	Building Permit Technician Coordinator							
17	Criminal Analyst							
17	Recreation Supervisor							
16	Code Enforcement Officer	38.02	39.45	41.35	42.78	44.20	46.10	47.53
16	Marketing/Communications Specialist							
16	Food & Beverage Manager							
16	Golf Professional							
16	Assistant Arena Manager							
15	Accounting Specialist	35.37	36.70	38.46	39.79	41.12	42.89	44.21
15	Administrative Training Coordinator							
15	Management Assistant							
15	Records Coordinator							
15	Associate Planner							
15	Executive Chef							
15	Utility Billing Specialist							
15	Recreation Specialist							
15	Building Permit Technician							
15	Investigative Aide							
14	Admin Secretary- Public Works	32.91	34.15	35.79	37.02	38.26	39.90	41.14
14	Records Specialist							
14	GIS Technician							
14	Events Manager							
14	Community Development Assistant							
13	Secretary / Administrative Assistant	30.61	31.76	33.29	34.44	35.59	37.12	38.27
13	Administrative Technician- Fleet							
13	Utility Billing Clerk							
12	Office Assistant II	28.48	29.55	30.98	32.04	33.11	34.54	35.61
	Finance Assistant II							
	Administration Specialist							



City Council Action Request

7.Q.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Personnel Policy

Staff Recommendation Adopt Resolution number 2025-192 updating the City Personnel Policy.

Budget Implication N/A

Attachments

1.	20251209 Personnel Policy Memo
2.	Resolution 2025-192 (Personnel Policy)

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

From: Joe Fischbach, HR Manager

Date: December 9, 2025

Re: Proposed Personnel Policy Changes

Background

Every year, staff reviews the Personnel Policy and make recommendations for updates based on new laws, trends, best practices, etc. Below are the following changes to the different sections recommended for approval. They have been reviewed by the City Attorney's office.

Definitions

Language was added regarding ESST time for part-time and seasonal employees. The temporary employee definition is deleted as it is like the seasonal employee definition.

Breaks

There is a new Minnesota law in 2026 that allows employees a 30-minute uninterrupted meal break if they work 6 or more hours. This language reflects the new law. Employees can sign a waiver if they want to voluntarily waive this requirement. Language was also added regarding expression of milk breaks for breastfeeding parents. This has been state law but adding the language to the Personnel Policy gives employees clear guidance.

MN Paid Leave/Short-term Disability/Paid Parental Leave

A MN Paid Leave policy was added to reflect the new law that takes effect on January 1st. Employees will still be eligible for short-term disability benefits for their own medical condition. Any payments made by the MN Paid Leave policy will offset payments the City makes under the short-term disability policy. With the implementation of the MN Paid Leave law and policy, the Paid Parental Leave policy will be eliminated. Paid Parental Leave benefits would be paid under the new MN Paid Leave policy.

Electronic Media Usage, Computer Use, Security Awareness

The IT Manager is recommending updated language regarding passwords and access control. He has also updated positions on reporting requirements.

Social Media

The Communications Manager worked with staff to update the social media policy for best practices. It is the City's intent to maintain a positive and informative social media presence. The policy also puts safeguards in place by defining who can post content and with what authority. Sharing non-public data is prohibited. Employees must remain professional when representing the interests of the City.

The policy also adds language allowing the City to delete posts and comments on our social media sites that attempts to commit a crime such as asking viewers for money in a fraudulent way.

Artificial Intelligence Policy

Earlier this year, The City Council adopted an Artificial Intelligence Policy. Staff is adding the language

to the Personnel Policy.

Recommendation

Adopt Resolution number 2025-192 updating the Personnel Policy.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-192

A RESOLUTION AMENDING THE PERSONNEL POLICY;

WHEREAS, the Personnel Policy is reviewed and updated from time to time, now

THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, to amend the Personnel Policy as follows;

DEFINITIONS

The following words and terms shall have the meaning as defined herein, unless the context indicates otherwise.

- Part-time - An employee whose position requires less than forty (40) hours per week or two thousand eighty (2,080) hours per year employment. Most part-time employees do not earn benefits or credit for seniority. However, seasonal employees are eligible to accrue Earned Sick and Safe Time (ESST) leave as outlined in the ESST policy and most seasonal employees will qualify for MN Paid Leave benefits.
- Seasonal Employee – An employee who is appointed for no more than 182 consecutive calendar days ~~ten (10) months~~ during any twelve (12) consecutive months but who is expected to return to work year after year. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority. However, seasonal employees are eligible to accrue Earned Sick and Safe Time (ESST) leave as outlined in the ESST policy and most seasonal employees will qualify for MN Paid Leave benefits.
- ~~Temporary Employee – An employee hired for a term of employment not to exceed a total of twelve (12) months in any twenty-four (24) month period with a definite ending date. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.~~

WORK TIME

5.2 Meal Breaks. In accordance with Minnesota Statutes, Chapter 177, for each consecutive four (4) hours of work, employees shall be granted a paid rest break not to exceed fifteen (15) minutes away from the job duties. Employees working six eight (68) or more consecutive hours shall be permitted a one-half hour (30 minute) meal break. Meal periods, unless required by law, are not paid; not included in computation of overtimes; nor included in the computation of a normal work shift or payroll period. In order to provide for continuity in City operations, the timing of these breaks is subject to the approval of the supervisor in charge. Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City Administrator, on the use of meal breaks and rest periods.

The City will provide breastfeeding parents with reasonable break time to express milk and a

private room or other location for milk expression, other than a bathroom or a toilet stall, with access to an electrical outlet and in close proximity to the employee's workspace.

13.4 Short-Term Disability Benefits. The City shall provide short-term disability benefits for those employees who are covered by annual leave. Short-term disability benefits shall be paid to such an employee who shall have missed 160 consecutive working hours of employment due to illness or injury.

13.4.1 Amount of Short-Term Disability Benefit. The amount of the short-term disability benefit payable shall be the difference between the employee's regular rate of pay, in effect at the time of the injury or illness unless otherwise approved by the City Administrator or his/her designee and any payment(s) the employee receives or anticipates receiving in the nature of wage loss replacement whether it be from MN Paid Leave, Long-term Disability, Personal Short-term Disability, Workers Compensation, Public Employees Retirement Association (PERA) disability, Social Security, personal injury protection, or any other source, payable from the 161st working hour following the employee's initial absence from work due to injury or illness and continuing for a maximum of 720 working hours. **The intent of this benefit is to make employees whole for qualifying illnesses and/or injuries.** Any other payments made to the employee because of injury and/or illness must be disclosed to the City in order for the City to coordinate the benefit.

~~**13.4.2 Short-Term Disability Bank.**~~ Effective May 21, 2012, a short-term disability bank ("Bank") was established. This Bank will assist an employee get through the 160-hour waiting period before short-term disability benefits start. The hour requirement will be offset by any payments made under the MN Paid Leave program The maximum number of hours in each employee's Bank will be 80 hours. Each new and current employee will start with 25 hours in their Bank. Each employee will accrue 1 hour in to their Bank per pay period, up to the 80-hour maximum. Employees must reach the 160-hour waiting period to receive this benefit, no exceptions. This benefit will be paid retrospectively. Once the employee qualifies for short-term disability benefits, all accrued Bank hours will be used to replace unpaid (if any), Annual Leave and Compensatory time hours an employee used to get through the 160-hour waiting period. Bank hours will always replace any unpaid hours first. Bank hours are not transferable to another employee. Bank hours will not be paid out when an employee leaves City employment. In order to receive this benefit, the employee must comply with all other provisions of Short-term Disability Benefits policy.

13.5 Minnesota Paid Leave (MNPL) Policy.

The city provides time off to eligible employees who qualify for Minnesota Paid Leave (MNPL) benefits under Minnesota law.

The city of Cottage Grove is a participant in the Standard private plan. MNPL benefits are funded through premium contributions. The premium cost will be split between the city and employee as follows: The city of Cottage Grove will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

13.5.1 Eligibility

Eligibility determinations for MNPL benefits are made by the Standard. Generally, to be eligible for MNPL, you must meet both of the following requirements:

- Work at least 50% of the time from a location in Minnesota.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined by under Minnesota law at the time of your requested leave.

13.5.2 Benefit Amount

An employee's weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

13.5.3 Definitions (Please note that these definitions are or may be different than definitions used in other leave-related laws, and therefore, eligibility and other provisions may differ.)

- Family member includes:
 - Spouse or partner
 - Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
 - Parent or person who raised you
 - Sibling
 - Grandchild or grandparent
 - In-laws (including son, daughter, father, or mother)
 - Anyone close to you who depends on you like family, even if not related by blood
- A **serious health condition** means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

13.5.4 Leave Entitlement and Usage

The Standard may approve MNPL leave for the following conditions in a benefit year:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
 - Bond with a child through birth, adoption, or foster placement
 - Care for a family member with a serious health condition
 - Support a military family member called to active duty
 - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year begins the first day you use MNPL, which may differ from the benefit year used for other leave laws. There is no waiting period for MNPL if you are granted the benefit.

13.5.5 MNPL Intermittent Leave

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

A) Eligibility

In addition to the other eligibility requirements under the MN Paid Leave law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).

B) Notice

In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to the Human Resources Manager of the need for intermittent leave *before* applying for MNPL benefits through the Standard. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of one hour. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month rolling period.

13.5.6 Notice

Prior to starting a claim with the Standard, employees should reach out to the Human Resources Manager to notify your intention to take leave.

13.5.7 How to Apply for Minnesota Paid Leave

After your leave has been discussed you may apply for MNPL through the Standard. The Human Resources Manager will provide the application.

13.5.8 Interaction with Other Laws and Benefits

MNPL will run concurrently with any leave and/or wage supplement for which an employee may be eligible for under local, state, or federal law which may include: Family and Medical Leave Act (FMLA) and/or Minnesota Women's Economic Security Act (WESA).

For an employee's own serious medical condition, the City will pay the difference between an employee's regular gross wages and what the Standard pays the employee as detailed in the short-term disability policy.

13.5.9 Supplementing MNPL Benefits with Accrued Paid Leave

If an employee is receiving MNPL benefits for anything other than their own serious medical condition, the city allows the employee to supplement, or "top off," their MNPL benefits with any accrued but unused paid leave. If an employee chooses to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed the employee's normal weekly wage.

13.5.10 Maintaining Health Coverage During Leave

Unless the employee revokes coverage while on MNPL, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. The employee must continue to make timely payments of their share of the premiums for such coverage. If the employee is not using paid time off to cover part or all of the leave, they will be responsible for remitting their portion of health

premiums to the city in order to ensure continuation of benefits.

Group health insurance may be cancelled if an employee's premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.

An employee's share of premium payments for their group health insurance coverage may, at the employee's option, be:

1. prepaid at or before the start of the leave in which their health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions;
2. arranged to write a check every two weeks for the duration that the employee may be out;

For any payments requiring deductions outside of normal payroll procedures, the city will obtain written authorization from the employee for those deduction(s). There may be tax advantages and/or consequences associated with the various options, and it is the employee's responsibility to understand these implications and make decisions accordingly. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work, without a waiting period.

13.5.11 Reinstatement

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

13.5.12 Retaliation

The city will not interfere or retaliate against employees who request or take leave in accordance with the MN Paid Leave law.

15.10 Paid Parental Leave Policy

15.10.1 Purpose/Objective

- ~~▪ The City of Cottage Grove will provide up to four weeks (160 hours) of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee, regardless of gender, to care for and bond with a newborn or a newly adopted child.~~
- ~~▪ Paid parental leave will run concurrently with the Family and Medical Leave Act (FMLA), MN Parental Leave, and/or short term disability and does not extend the length of these leaves or programs.~~

15.10.2 Eligibility

- Eligible employees must meet the following criteria:
 - Be employed with the city for at least twelve consecutive months.
 - Have worked an average of 20 hours per week for a minimum of twelve months. Employees working less than 40 hours per week will have their hours pro-rated based on average weekly hours worked.
 - In addition, employees must meet one of the following criteria:
 - Have given birth to a child.
 - Be a spouse or partner of someone who has given birth to a child.
 - Have adopted a child age 17 or younger. The adoption of a new spouse's child is excluded from this policy.
 - If both caregivers are eligible employees, each will be able to utilize paid parental leave according to the provisions of this policy.
 - Paid parental leave is not available for foster care placement.
 - Surrogate mothers and sperm or egg donors are excluded from coverage under this policy.
 - Births and adoption must occur after approval of this policy by the City Council.

~~15.10.3 Amount, Time Frame and Duration of Paid Parental Leave~~

- Eligible employees will receive a maximum of four weeks (160 hours) of paid parental leave, and additional two weeks (80 hours) of short-term disability benefits for a normal delivery and another additional two weeks (80 hours) of short-term disability benefits for a cesarean delivery and have the option of using up to 80 hours of their Disability Bank to a birthing parent or up to four weeks of paid parental leave to a non-birthing parent per birth or adoption. The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than one event of paid parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.
 - Birthing parent:
 - Four weeks of paid parental leave will be provided subject to the provisions of this policy.
 - In addition, the birthing parent is eligible for 80 hours of short-term disability benefits for a normal delivery and another additional 80 hours of short-term disability benefits for a cesarean delivery and may use up to 80 hours of their accrued Disability Bank. (See section 13.4.5 of the personnel policy for additional information on the Disability Bank.) If 80 hours has not been accrued, this amount would be reduced to what is accrued in the employee's Disability Bank. Use of the Disability Bank is voluntary.
 - Non-birthing or adoptive parent
 - Four weeks of paid parental leave will be provided subject to the provisions of this policy.
- Employees may start using their 160 hours the day of the birth or adoption placement date. Employees have 365 days from that date to use their 160 hours. Employees may use the hours in one-hour increments as they see fit.

~~Employees are encouraged to communicate with their supervisor their proposed leave schedule as to not unduly interrupt department operations. A birthing parent employee must also use their optional Disability Bank in that same 365 days, if they choose to use it. Any paid parental leave hours not used in those 365 days will be forfeited.~~

- ~~* Upon termination of the individual's employment at the city, the employee will not be paid for any unused paid parental leave for which they were eligible.~~

~~15.10.4 Benefits~~

- ~~○ The city will continue to pay its share of the cost of an eligible employee's group health insurance during paid parental leave. The eligible employee's share of the premium will be deducted from the eligible employee's pay in accordance with normal practices.~~
- ~~○ Paid time off benefits will continue to accrue during parental leave.~~
- ~~○ If a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; such holiday pay will extend the total paid parental leave entitlement by one day per paid holiday.~~

~~**15.10.4.1 Failure to Return to Work After Paid Parental Leave.** If the employee does not return to work at the end of the Paid Parental Leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.~~

~~15.10.5 Coordination with Other Policies. Family and Medical Leave Act~~

- ~~○ Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.~~
- ~~○ After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee's accrued paid time off. Upon exhaustion of paid time off, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.~~
- ~~○ The employee shall be returned to the position that the employee vacated at the commencement of leave or to a position of like status and pay.~~

~~**15.10.6 Requests for Paid Parental Leave.** The employee intending to use paid parental leave will provide their supervisor and the Human Resources department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.~~

ELECTRONIC MEDIA USAGE, COMPUTER USE, SECURITY AWARENESS POLICY

~~20.1 — Passwords. The IT Manager, City Administrator and Finance Director reserve the right to override passwords and codes at any time. If any of those people request the employee's password(s), then the password(s) must be disclosed. If passwords are requested, the passwords will be kept in a safe place. Any password used on the system shall be used for the protection of the City of Cottage Grove, not the employee, and as such will not preclude the City, as the operator of the network, from rightfully entering the network or any other messaging system at any time to review, copy or delete any file or disclose any such file to others.~~

~~No e-mail or other electronic communications (including facsimile messages) may be sent which attempt to hide the identity of the sender or represent the sender as someone else or from another organization. Employees are responsible for all electronic messages originating from a computer operating under his/her password.~~

20.9 Passwords and Access Control

To maintain the security and integrity of the City of Cottage Grove's information systems, all user accounts and passwords are considered the property of the City. The IT Manager, if requested by the City Administrator or HR Manager retain the authority to access or override any user account or password when necessary for operational, legal, or security purposes. Employees must provide access credentials upon authorized request. Any disclosed credentials will be handled confidentially and stored securely in accordance with the City's information security policies.

Passwords are implemented to protect City systems and data—not for the personal privacy of employees. As such, the City reserves the right to access, monitor, or audit any system, file, or communication transmitted or stored on City-owned devices or networks, without prior notice, to ensure compliance with policies and applicable laws.

Employees are prohibited from:

- Concealing their identity or impersonating others in any form of electronic communication, including email and fax.
- Sharing their passwords or allowing unauthorized access to their accounts.
- Sending messages that misrepresent the origin or affiliation of the sender.

Each employee is responsible for all activity conducted under their assigned credentials. Misuse of access privileges may result in disciplinary action, up to and including termination.

Questions Regarding Policy. City employees who have concerns or are uncertain about ethical, legal or security issues regarding the use of data communications tools are expected to discuss their concerns with their supervisor who will act as the employee's first point of contact.

Part of the responsibility of the IT Manager for the City is to ensure the integrity of city data (an asset). Therefore, the IT Manager, in consultation with the City Administrator and/or HR Manager~~Finance Director~~, will resolve and answer any questions about this Acceptable Use Policy or its interpretation. Until such issues are resolved, questionable use should be considered "not acceptable". Questions of interpretation should be submitted, in writing, to the IT Manager.

Final authority for this Acceptable Use Policy lies with the City Council.

Policy Violations. The City Administrator and/or an employee's direct supervisor, or their designees will review alleged violations of this city policy on a case-by-case basis. The IT Manager and/or ~~Finance Director~~ IT designee may be consulted for technical assistance in investigating a complaint. Clear violations of the policy that are not promptly remedied may result in the expulsion of the offending employee from city network services in addition to disciplinary action consistent with the Personnel Policy or appropriate bargaining unit agreement.

Violations of Section 20.10 shall be handled per the discipline language contained in the personnel policy or applicable labor contract. In addition, violations should be discussed as part of the performance review process. Supervisors should consider whether training is necessary to improve an employee's ability to effectively use e-mail and voice mail.

20.14 Social Media Policy.

20.14.1 Policy. The City of Cottage Grove will determine, at its discretion, how its web-based social media and online community presence will be designed, implemented and managed as part of its overall communications and information technology strategies and functions. City government social media and other web-based resources may be modified or removed by the City at any time and without notice, as necessary to maintain the integrity of both communications and information technology functions.

The City of Cottage Grove wishes to maintain a positive and informative social media presence. Social media provides a valuable tool in enhancing communications with the community, streamlining processes, fostering productivity, ~~and~~ building trust and marketing various City programs, events and assets. To this end, the City of Cottage Grove supports multiple City-sponsored social media sites for its various departments, boards, and commissions to communicate about events and deliver information directly to community members and City customers. Social media must be used in an ethical, professional and lawful manner and in accordance with City and departmental policies. This policy governs the management of City-sponsored social media sites and provides guidelines and direction for City employees and City representatives regarding the use of social media. This guidance is intended to help clarify the boundaries between appropriate and inappropriate use of social media in a way that protects nonpublic data about employees and community members, protects security information concerning City operations, and protects nonpublic data flowing from the investigations conducted within the City-related law enforcement functions.

20.14.2 Purpose. It is the intent of the City of Cottage Grove to represent itself appropriately, consistently and positively on the internet.

Collaborative technologies are fundamentally changing how information is provided, received and how the City can engage its citizens. To aid in meeting the goals of the City, the purpose of this policy is to establish procedures for creating and maintaining a social media and online community presence which is in accord with policies and directives established by City management. It also provides

guidelines and standards for individual employees regarding the use of social media for communication with citizens, colleagues and the world at large. The City's official website will remain the City's primary online medium for communicating with the public. At the same time, there is a general expectation by the public that the City have a social media presence by which to share information about current City projects and City business. The City's social media accounts are designed to meet residents where they are, providing timely information and highlights that link directly back to our official website. The City website remains the central hub for all resources and official documents. The City also, on occasion, reserves the right to contract with marketing professionals to create promotional or marketing materials on behalf of the City of Cottage Grove. These purchases are subject to all other City policies. For municipal purposes, the City's social media accounts will be used for incidental, non-vital communication and general information only. It is not the purpose of the City's social media accounts to be a medium for the transaction of City business.

20.14.3 Scope. This policy applies to any existing or proposed social media websites sponsored, established, registered, or authorized by the City of Cottage Grove.

20.14.4 Definitions. Social media are internet and mobile-based applications, websites and functions, other than email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- Social networking sites such as Facebook, LinkedIn, X, Nextdoor, BlueSky and online dating services/mobile apps,
- Blogs,
- Social news sites such as Reddit and BuzzFeed,
- Video and photo sharing sites such as YouTube, Instagram, SnapChat, and Flickr,
- Wikis, or shared encyclopedias such as Wikipedia,
- An ever-emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above.

Definitions:

- City Social Media: Those social media web sites established for the benefit of the City of Cottage Grove with authority granted as outlined in this policy. Includes all social media accounts established at the request of or with the approval of City management.
- Social networking is the act of connecting to others through the use of social media.
- Speech is the expressions or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.
- Work-related images are written, auditory, or visual messages, including but not limited to, photographs, digital images, video recordings, audio recordings or electronic files containing a graphic image or series of

images, as well as any digital reproductions or copies of such photographs, digital photographs, digital images, video recordings, audio recordings, or files taken or created in the course of the City's business. All work-related images are the property of the City of Cottage Grove.

20.14.5 General Standards. The creation of any City social media websites or online community accounts must be approved prior to creation by the City Administrator. If approved, City of Cottage Grove Information Technology staff must have administrative privileges to the account. The City of Cottage Grove social media web sites and online community accounts and their associated content should focus on significant City interest areas and be organized in a manner that avoids duplication, ambiguities and/or conflicting information.

It is the responsibility of the Department Head to ensure all City policies are followed when employees are establishing a City of Cottage Grove social media site or interacting with social media sites in the course of the employee's scheduled work. All postings to City of Cottage Grove social media sites may be subjected to review by the Information Technology staff and/or the City Administrator and may be deleted without notice. Administration of all social media web sites and online community accounts must comply with applicable laws, regulations and policies, including, but not limited to the Minnesota Government Data Practices Act and the City's Data Retention Policy.

No City employee or City representative shall use social media to disclose private, confidential, protected, or non-public information.

When utilizing social media sites, City employees and City representatives shall conduct themselves in a professional, ethical and lawful manner and in accordance with all City policies.

City social media accounts accessed and utilized during the course and scope of an employee's performance of his/her job duties may not be used for private or personal purposes or for the purpose of expressing private or personal views on personal, political or policy issues or to express personal views or concerns pertaining to City employment relations matters. Content posted by a City assigned employee must be approved by the department head, or designee, prior to posting.

Department Heads are responsible for assigning ~~one~~ an employee, or employees, to manage the social media accounts and will have direct responsibility for content posted on that site. Only City-assigned employees will be allowed to post content to City of Cottage Grove social media sites.

As set forth in other City policies, City employees are blocked from accessing TikTok social media sites on their City of Cottage Grove computers. City of Cottage Grove social media and online community web site accounts are considered a City asset and logins to these accounts must be securely administered in accordance with City computer security policies. The Information Technology staff must be set up as an administrator on all City web site accounts. The City reserves the right to shut down any of its social media sites or accounts for any reason without notice.

A social media web site and online community accounts shall not be used by the City or any City employee or representative to disclose sensitive and/or confidential information without the prior written approval of the City Administrator. All social media web sites and online community accounts created and utilized during the course and scope of an employee's performance of his/her job duties will be identified as belonging to the City of Cottage Grove, including the City logo, as well as a link to the City's official web site.

All social media web sites will be created in such a way that the public will NOT be allowed to post directly to the City's social media page. They will contain only informational postings made by City of Cottage Grove employees. The City's assigned staff responsible for the management of the City's social media sites will not edit any comments. However, comments by members of the public may be removed if they fall into at least one of the following categories:

- Obscene or pornographic content
- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Private, personal information about a person published without his/her consent
- Information that compromises a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Fraudulent posts that are attempting to commit a crime (example: scammers attempting to sign up vendors and take their money for a City sponsored event)
- Include Hyperlinks to material that falls into one of the foregoing categories.
- Defamatory statements can be removed if the City can demonstrate at least one of the following:
 - a false statement of fact;
 - communicated to a third party;
- harmful to reputation.

Inclusion of the following disclaimer, as approved by the City Administrator, is required on all social media sites:

"The City of Cottage Grove's use of external social media web sites is provided as a public service. The City of Cottage Grove disclaims liability for ads, videos, promoted content or comments accessible from any external web site. The responsibility for external content or comments rests with the organizations or individuals providing them. Any inclusion of external content or comments does not imply endorsement by the City of Cottage Grove. The City reserves the right to delete any comments that have been identified in the City's Public Notice of Social Media Policies as being subject to removal.

The following MUST be adhered to when posting content:

- Do not upload, post, transmit or make available content you know to be false, misleading or fraudulent. All statements should be true and not misleading. Do not post photos that infringe on trademark, copyright or

patent right of others.

- Non-public and confidential information such as information related to coworkers, personnel data, medical information, claims or lawsuits against the city should not be shared.
- Do not post content that exhibits hate, bias, discrimination, pornography, libelous or otherwise defamatory content.
- Only post content that is suitable for readers and viewers of all ages. ~~Do not post content that a reasonable viewer may not consider to maintain the dignity and decorum appropriate for government.~~
- Do not post any photo or video of a specific person without permission of that person or in the photo or video. Do not post the name of any individual without permission from that person. Large events and gatherings of crowds are public data and by attending the event, individuals have no reasonable expectation of privacy. However, requests by individuals to have their photos removed for public safety reasons may be removed.
- Employees shall not post, disseminate or broadcast Department-owned images or audio recordings unless authorized to do so, or unless such images or audio are available to the public pursuant to applicable law. If such images or audio have been released by the Department as public records, employees shall ensure that their subsequent use of such information is done in their capacity as private citizens, and not as spokespersons for the Department unless authorized to do so.
- Post meaningful and respectful comments. Do not spam, inflame or make comments that are offensive. Posting may include:
 - City events,
 - City partner events,
 - Not-for-profit fundraisers held in the City.
 - Items that serve a public purpose – an action, project or event that benefits the community as a whole, rather than private interests.

Posting not allowed:

- Sales at retail stores,
- Garage sales, etc., for individual profit,
- Events hosted entirely or primarily for a private gain, or
- Political Commentary.

Always think before posting to a City account; if it causes you to pause or question if it is appropriate, it should not be posted. Respect proprietary information, content and confidentiality. Give credit to persons when required or appropriate. Be transparent as to who you are and who you represent. Be clear about your role for the City of Cottage Grove so as to identify your vested interest in the information you share. Be aware that just by identifying yourself as a City of Cottage Grove employee you are creating perceptions about yourself and about the City. Be sure all content associated with you is consistent with your work and the City's professional standards. Know and follow the City's rules for conduct, Computer and Internet Policy and the Social Media Policy. Be aware that some information is confidential and/or sensitive until deemed available for public release. Employees are expected to maintain this confidentiality.

Your statements and posts should provide the community with information to improve their knowledge, skills, solve problems, or to understand City government and community activities better. Social media is a conversation, so talk to the community as you would a real person in a professional situation. Be a leader while communicating and do not create incendiary statements to inflame others. Be careful and considerate of other points of view.

Posting guidelines:

- Please keep sites updated, and
- Post events close to the event date and post a reminder close to the event date.

Exceptions to this policy may be granted only by the City Administrator. This policy may be reviewed and changed at any time.

SECTION 37. ARTIFICIAL INTELLIGENCE POLICY

37.1 Scope. The Artificial Intelligence Policy applies to all City departments, agencies, and entities involved in the development, procurement, deployment, or use of AI technologies, as defined herein. It also covers any third-party contractors or vendors that work with the City of Cottage Grove on AI-related projects.

37.2 Policy purpose.

The purpose of this Policy is to establish guidelines and principles for the responsible and ethical use of Artificial Intelligence ("AI") technologies within the City of Cottage Grove ("City"). This policy enables the City to use AI systems for the benefit of the community while safeguarding against potential harms by ensuring that its deployment upholds the values of transparency, accountability, fairness, and privacy. The key objectives of this Policy are to:

- Provide guidance that is clear, easy to follow, and supports decision-making for the staff, interns, consultants, contractors, partners, and volunteers who may be or leveraging AI systems to provide services to the residents of the City;
- Ensure that when using AI systems, the City or those operating on its behalf, adhere to the Guiding Principles that represent values with regards to how AI systems are purchased, configured, developed, operated, or maintained;
- Define roles and responsibilities related to the City's usage of AI systems;
- Establish and maintain processes to assess and manage risks presented by AI systems used by the City;
- Align the governance of AI systems with existing data governance, security, and privacy measures in accordance with the State of Minnesota's Public Artificial Intelligence Services Security Standard, the Minnesota Data Practices Act, and the City's Data Policies;
- Define prohibited uses of AI systems;
- Establish procedures to safely retire AI systems that no longer meet the needs of the City;
and

- Define how AI systems may be used for legitimate City purposes in accordance with applicable local, state, and federal laws, and existing policies.

37.3 Definitions. The following words and terms shall have the meaning as defined herein, unless the context indicates otherwise.

37.4 Generative AI – Generative AI refers to AI systems capable of generating new content, such as images, text, audio, or videos, which imitates or is indistinguishable from human-created content. It includes technologies such as Generative Adversarial Networks (“GAN”s), Variational Autoencoders (“VAE”s), and other deep learning-based models. Generative AI models are trained on large datasets and learn the underlying patterns and structures of the data. They can then generate updated content that is like the examples they were trained on. The generated content can take various forms, such as text, images, music, or even videos.

37.5 Machine Learning – Machine Learning (“ML”) is a subset of AI that focuses on the development of algorithms and models that enable computers to learn from data and make predictions or decisions without being explicitly programmed. ML algorithms learn patterns and relationships from training data and use that knowledge to make predictions or take actions.

37.6 Narrow or Weak AI – Narrow or Weak AI refers to AI systems designed to perform a specific task or a set of specific tasks. These systems excel at the task they are programmed for but lack the ability to generalize beyond their specific domain. Examples include voice assistants, image recognition systems, and recommendation algorithms.

37.7 Natural Language Processing: Natural Language Processing (“NLP”) focuses on enabling computers to understand, interpret, and generate human language. NLP involves tasks such as text classification, sentiment analysis, machine translation, and question answering systems. NLP techniques are used in various applications like chatbots, virtual assistants, and language translation tools.

37.8 Prompt: Prompts are the inputs or queries that a user or a program gives to a Generative AI tool to elicit a specific response. Prompts can normally be expressed as natural language questions and can be successively refined to tailor the response provided. The prompts and responses may be used by the AI tool to expand its knowledge base, so care must be taken not to expose any sensitive data in the prompt input.

37.9 Training Dataset: The “corpus” of information used to train a generative AI tool in the questions it may expect to be posed and how to formulate its response. For City specific generative AI tools, the software vendor may provide a baseline corpus of data, to be extended and refined by City employees to tailor the responses to ensure appropriateness and relevance. For publicly available Generative AI tools, the training data may include arbitrary sources from across the internet and will not be within City control. For example, ChatGPT is trained on a large corpus of text data from the internet. It learns patterns, relationships, and statistical properties of language by processing billions of sentences and

uses that knowledge base to formulate its responses. In this case, note that there is no guarantee that its training dataset does not include false or misleading data.

37.10 Policy Statement. Correct usage of Artificial Intelligence technologies within the City shall ensure that confidential City information is not compromised, that generated content is always validated by a person before publishing, and that responsible City staff know, and are comfortable with, the extent to which data provided to an AI tool may be shared with non-City audiences.

AI is a tool, much like a Google search, but more sophisticated. Nevertheless, ultimately the people using the tools are responsible for the outcomes. City users of AI tools must remain mindful of this reality. Technology enables our work; it does not replace our judgment nor our accountability.

37.11 Guiding Principles For AI Usage. Information Technology ("IT") develops, delivers, operates, and supports solutions that help City departments efficiently and effectively deliver equitable and responsive services to the public. We recognize that we are entrusted with responsibly stewarding the public's data and protecting our IT systems. We see the emergence of Generative AI as providing both opportunities that can help us deliver our services, but it also has risks that can threaten our responsibilities. Because the Generative AI field is emergent and rapidly evolving, the potential policy impacts and risks to the City are not yet fully understood. The use of Generative AI systems within the City can have unanticipated and unmitigated impacts. This Policy seeks to safeguard and protect against those negative impacts by ensuring the following:

- A. Security & Safety: AI systems maintain confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use. Implementation of AI systems is reliable and safe, and minimizes risks to individuals, society, and the environment.
- B. Privacy: Privacy is preserved in all AI systems by safeguarding personally identifiable information ("PII") and sensitive data from unauthorized access, disclosure, and manipulation.
- C. Transparency: The purpose and use of AI systems is proactively communicated and disclosed to the public. An AI system, its data sources, operational model, and policies that govern its use are understandable and documented.
- D. Equity: AI systems support equitable outcomes for everyone. Bias in AI systems is effectively managed with the intention of reducing harm for anyone impacted by its use.
- E. Accountability: Roles and responsibilities govern the deployment and maintenance of AI systems, and human oversight ensures adherence to relevant laws and regulations.
- F. Effectiveness: AI systems are reliable, meet their objectives, and deliver precise and dependable outcomes for the utility and contexts in which they are deployed.
- G. Workforce Empowerment: Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity.

37.12 Rules for Using AI. Staff may use AI products if they follow this Policy and the following basic rules:

37.13 The IT Department will maintain a list of approved AI products. Any AI product used by employees must be on the approved list. Anything not on the approved list must be reviewed and approved by IT prior to introduction or use.

Be mindful and careful of the data input into prompts. Data provided in generative AI prompts, especially in the publicly accessible platforms such as ChatGPT and Bard, are used by the companies that power these systems to continuously grow their tool's knowledge base. Even generative AI components embedded in other third-party software may exhibit the same behavior. Do not share sensitive or confidential information in the prompts. Any information that includes personally identifying information about other employees and/or community members could inadvertently be shared with others. Basically, if you would not share information with the public, avoid sharing it in the prompt. If you have a case that requires sensitive information to be used with a generative AI, contact IT so we can help you establish an appropriate solution.

37.14 Reference AI usage when you use it for significant communications with the public or for other important purposes. Even when you use AI minimally, disclosure builds trust through transparency, and it might help others catch errors. So be forthcoming about crediting your usage of a generative AI "assistant," and ideally include the version and type of model you used. For example, "This document was generated by ChatGPT 3.5 and edited (heavily | moderately | lightly) by John Doe."

37.15 Fact-check all AI generated data. While Generative AI can rapidly produce clear prose, the information and content might be inaccurate, outdated, offensive, or simply made up, making it essential to validate that the output of generative AI systems is accurate, properly attributed, free of someone else's intellectual property, and free of unintended or undesirable instances of bias and potentially offensive or harmful material. City employees must fact check and review all content generated by AI, especially if it will be used in public communication or decision-making. It is the responsibility of the City employee using AI to verify that the information is accurate and appropriate by independently researching claims made by the Generative AI tool.

37.16 Governance Framework. The City's Information Technology Department ("IT Department") will oversee all artificial intelligence initiatives, in concert with employees from sponsoring departments.

A. The IT Department is responsible for:

- Directing City technology resources, policies, projects, services, and coordinating the same with other City departments.
- Approving all AI products for use
- Overseeing the digital privacy practices, data processing practices, and responsible usage of technology in compliance with this Policy.

- Overseeing the privacy practices of AI systems used by or on behalf of City departments.
- Conducting an AI review to assess the potential risks of AI systems.

The IT Department shall designate the IT Manager to actively ensure AI systems are used in accordance with this Policy, and to actively ensure the AI system is used in accordance with this policy and the requirements of all other laws, regulations, or orders.

B. The IT Manager is responsible for:

- Overseeing the security infrastructure, cybersecurity operations, updating security policies, procedures, standards, guidelines, and monitoring policy compliance.
- Actively ensure the AI system is used in accordance with this policy; and
- Overseeing the security practices of AI systems used by or on behalf of City departments.

C. Each city department involved in AI projects will consult with the Information Technology Department to coordinate and ensure compliance with this Policy.

D. The City Administrator may inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.

37.17 Oversight and Evaluation Mechanisms.

A. The IT Department will establish an ongoing evaluation and monitoring process to assess the effectiveness, fairness, and safety of AI systems. Periodic audits will be conducted to identify and address any issues related to compliance and ethical considerations.

B. City employees shall obtain IT Department approval before accessing or acquiring an AI product. This is a standard operating practice in the City for all new or non-standard technology. For introduction of new commercial software that includes an AI capability, employees requesting its introduction will provide the IT Department with answers to the following questions:

- What function(s) does the AI component provide or support?
- What data does it use for its training dataset?
- Is it public data, data shared with other vendor customers, or City-accessible only?
- Who creates the training dataset? Who maintains it?
- Does anyone outside the City have access to our data, including user submissions to prompts and the responses?
- Does the City have access to anyone else's data? If so, whose, and why?
- Can we disable the AI component if we so choose? What impact would this have on system functionality?

37.18 Prohibited Uses. The use of certain AI systems is prohibited due to the sensitive nature of the information processed and severe potential risk. This includes the following prohibited purposes:

- Real-time biometric identification;
- Fully automated decisions that do not require any meaningful human oversight, but may substantially impact individuals;
- Emotional analysis, or the use of techniques to classify human facial and body movements into certain emotions or sentiments;
- Social scoring, or the use of AI system to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics; and
- Any other uses which attempt to score, or otherwise rank individuals based on protected characteristics.

37.19 Policy Review and Updates. This Policy will be reviewed annually, and updates will be made as necessary based on technological advancements and emerging best practices.

37.20 Continuous Learning and Improvement. The City will promote continuous learning and improvement in AI governance and ensure that AI policies remain at the forefront of ethical and technological standards. The IT Department is responsible for conducting an AI review to assess the potential risk of AI systems and coordinate review of AI systems used by the City with all departments as detailed in this Policy.

37.21 Conclusion. This Policy reflects the City's commitment to harnessing AI technologies responsibly and ethically to enhance public services, foster innovation, and benefit our community. Through transparent, accountable, and inclusive AI practices, we aim to create a thriving and sustainable future for all citizens. This Policy sets the foundation for a human-centric approach to AI governance that prioritizes the well-being and values of our City's residents.

Passed this 17th day of December 2025. The changes will be effective the 1st day of January 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.R.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title 2026 Health and Dental Insurance

Staff Recommendation Approve the MetLife Dental Policy and the Medica Master Group Contract for 2026. The MetLife dental benefits summary and the Medica Summary of Benefits and Coverages (SBCs) are attached. The formal MetLife and Medica contracts will be issued later this month or early next month.

Budget Implication Self Insurance Fund

Attachments

1.	20251211- Insurance Memo
2.	Medica Elect Summary
3.	Medica Passport Summary
4.	MetLife Dental Summary



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: December 11, 2025
Subject: Health and Dental Insurance

Background

The City of Cottage Grove currently offers health and dental insurance, among other benefits to its' full-time employees.

Medica's health insurance renewal came in at a 0% increase for 2026.

MetLife's dental insurance renewal came in at a 7% increase for 2026. There is also a rate cap is 7% in 2027.

Medical Insurance

The City currently offers medical insurance through Medica. Medica has been our provider for over 15 years. The City has a standalone plan, we are not part of a pool or consortium. That said, Medica does pool claims with their others plans if any one member's expenses exceed \$100,000 for the year. The \$100,000 is part of our claims history and the amount over \$100,000 is part of the Medica pool.

All employees must take at least single medical insurance coverage. We have a high deductible stacking plan where the employee pays the first \$2,500, the HRA pays the next \$3,300 under an 80% Medica / 20% HRA funding plan and Medica pays 100% after \$5,800. These amounts are doubled for employees with Employee plus Spouse, Employee plus Children or Family coverage. Attached is the document detailing how the stacking works. We have two different plans, Passport and Elect. Passport is an open network and under Elect, employees and their dependents must designate a primary care clinic and get a referral to see a specialist. The City pays 100% of the premium for single and 70% of the premium for the others. Below are the monthly premiums.

2026	Monthly		Per Month	Per Pay Period
<u>Passport</u>	Premium	Employer	Employee	Employee
Single	\$571.04	\$571.04	\$0.00	\$0.00
Single + 1	\$1,199.18	\$839.43	\$359.75	\$179.88
Single + Children	\$1,084.92	\$759.44	\$325.48	\$162.74
Family	\$1,598.89	\$1,119.22	\$479.67	\$239.84
	Monthly		Per Month	Per Pay Period
<u>Elect</u>	Premium	Employer	Employee	Employee
Single	\$499.65	\$499.65	\$0.00	\$0.00
Single + 1	\$1,049.28	\$734.50	\$314.78	\$157.39
Single + Children	\$949.29	\$664.50	\$284.79	\$142.40
Family	\$1,399.03	\$979.32	\$419.71	\$209.86

The City gives employees \$1,400 for single coverage and \$2,800 for Employee plus Spouse, Employee plus Children or Family coverage into a pre-tax HSA to assist in paying their portion of medical expenses. All money put into an employee's account is theirs and all unspent monies rolls over from year to year.

Here is a breakdown of medical insurance elections for 2026:

Passport Single	126 employees
Passport Family	34 employees
Passport Employee + Spouse	13 employees
Passport Employee + Children	18 employees
Elect Family	1 employees

It is anticipated that the City will pay \$2,006,614.60 in medical premiums in 2026. Of that amount, \$1,639,903.84 will be paid by the City and \$366,710.76 will be paid by employees and retirees with the 30% premium participation.

The City will contribute \$341,600 into employees' HSA accounts.

In 2024, the City paid \$209,972.18 in HRA claims. It is anticipated that we will pay out a similar amount in 2025 and 2026.

Dental Insurance

Up until about 5 years ago, the City had preventive dental as part of our medical insurance. This preventive dental covered two cleanings and one set of x-rays per year. Medica ended this plan offering. We also had a supplemental dental plan that was optional and 100% employee paid. Once the preventive dental went away, the City agreed to pay the premium for single dental insurance. We also gave those that waived coverage an extra \$240 into their HSA.

Here is a breakdown of dental insurance elections for 2026:

Single	107 employees
Employee + One	25 employees
Family	32 employees
Waiver	26 employees

Below are the monthly premiums.

2026	Monthly		Per Month	Per Pay Period
<u>Dental</u>	Premium	Employer	Employee	Employee
Single	\$49.77	\$49.77	\$0.00	\$0.00
Single + 1	\$105.42	\$49.77	\$55.65	\$27.83
Family	\$149.65	\$49.77	\$99.88	\$49.94

It is anticipated that the City will pay \$152,957.00 in dental premiums in 2026. Of that amount, \$94,906.00 will be paid by the City and \$58,051.00 will be paid by employees and retirees with premium participation.

Staff budgeted enough in the self-insurance fund to cover the City's premium expenses for 2026.

Action Requested

Approve the MetLife Dental Policy and the Medica Master Group Contract for 2026. The MetLife dental benefits summary and the Medica Summary of Benefits and Coverages (SBCs) are attached. The formal MetLife and Medica contracts will be issued later this month or early next month.



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.Medica.com or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$9,900 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com/FindCare or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) for a list of Medica Elect network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	Yes. This plan requires referrals for specialists outside your care system. Coordinate care through your primary care clinic or care system for best in-network benefits.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% coinsurance Xray: 40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of other [excluded services](#).)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery | <ul style="list-style-type: none"> • Dental care (Adult) • Dental check - up • Glasses • Infertility treatment | <ul style="list-style-type: none"> • Long-term care • Private-duty nursing • Routine foot care except for some conditions • Weight loss programs |
|--|--|--|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Abortion • Hearing aids | <ul style="list-style-type: none"> • Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none"> • Routine eye care (Adult) |
|--|--|--|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at **1 (800) 952-3455** (TTY: **711**) or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at **1 (800) 952-3455** (TTY: **711**) or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al **1 (800) 952-3455** (TTY: **711**).

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa **1 (800) 952-3455** (TTY: **711**).

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 **1 (800) 952-3455** (TTY: **711**).

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' **1 (800) 952-3455** (TTY: **711**).

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$5,660

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,200
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$2,200

Mia's Simple Fracture (in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: The amount the patient pays assumes the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

English: ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-952-3455 (TTY: 711) for Medica, call 1-877-317-2410 (TTY: 711) for Dean Health Plan/Prevea360 Health Plan, or speak to your provider.

Spanish: ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia de idiomas. También están disponibles de forma gratuita asistencia y servicios auxiliares apropiados para proporcionar información en formatos accesibles. Llame al 1-800-952-3455 (TTY: 711) para Medica, llame al 1-877-317-2410 (TTY: 711) para Dean Health Plan/Prevea360 Health Plan o hable con su proveedor de atención médica.

Vietnamese/Việt: LƯU Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ dịch vụ phù hợp để cung cấp thông tin theo các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi theo số 1-800-952-3455 (TTY: 711) đối với Medica, gọi theo số 1-877-317-2410 (TTY: 711) đối với Dean Health Plan/Prevea360 Health Plan hoặc trao đổi với nhà cung cấp dịch vụ của quý vị.

Chinese Traditional: 注意：如果您說中文，我們可以為您提供免費語言協助服務。也可以免費提供適當的輔助工具與服務，以無障礙格式提供資訊。請致電 1-800-952-3455 (TTY: 711) 聯絡 Medica，致電 1-877-317-2410 (TTY: 711) 聯絡 Dean Health Plan/Prevea360 Health Plan，或與您的提供者討論。

Hmong/Lus Hmoob: LUS CEEV: Yog hais tias koj hais Lus Hmoob ces muaj kev pab txhais lus pub dawb rau koj. Muaj khoom siv thiab muaj kev saib xyuas pab uas tsim nyog los npaj kom muaj cov ntaub ntawv uas siv tau dawb. Hu rau 1-800-952-3455 (TTY: 711) rau Medica, hu rau 1-877-317-2410 (TTY: 711) rau Dean Health Plan/Prevea360 Health Plan, los sis tham rau koj tus kws kuaj mob.

German/Deutsch: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzen zur Verfügung. Entsprechende Hilfsmittel und Dienste zur Bereitstellung von Informationen in barrierefreien Formaten stehen ebenfalls kostenlos zur Verfügung. Rufen Sie 1-800-952-3455 (TTY: 711) für Medica bzw. 1-877-317-2410 (TTY: 711) für Dean Health Plan/Prevea360 Health Plan oder sprechen Sie mit Ihrem Gesundheitsdienstleister.

Cushitic-Oromo: XIYYEEFFANNOO: Ingiliffaa dubbattu taanaan, tajaajilli deggersa afaan bilisaa ni jira. Tajaajilli deggersa bu'ura dhiheessii odeeffannoo kaffaltii tokko malee ni jira. Lakkoofsa bilbilaa 1-800-952-3455 (TTY: 711) Tajaajila Fayyaaf, lakkoofsa Medica 1-877-317-2410 (TTY: 711), Dean Health Plan/Prevea360 Health Plan, ykn dhiheessaa keessan dubbisaa.

العربية/Arabic

كما تتوفر وسائل مساعدة وخدمات مناسبة لتوفير إذا كنت تتحدث اللغة العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية. تنبيه: (الهاتف النصي: 711) للتواصل مع 1-800-952-3455 اتصل على الرقم المعلومات بتنسيقات يمكن الوصول إليها مجانًا. Dean Health، اتصل على الرقم 1-877-317-2410 (الهاتف النصي: 711) بشأن خطة الرعاية الصحية Medica Plan/Prevea360 Health Plan

Korean/한국어: 주의: 한국어를 사용하시는 경우 무료 언어 지원 서비스를 이용하실 수 있습니다. 이용 가능한 형식으로 정보를 제공하는 적절한 보조 기구 및 서비스도 무료로 제공됩니다. Medica 의 경우 1-800-952-3455(TTY: 711)번으로, Dean Health Plan/Prevea360 Health Plan 의 경우 1-877-317-2410(TTY: 711)번으로 전화하시거나, 서비스 제공업체에 문의하십시오.

Russian/Русский: Если вы говорите по-русски, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону 1-800-952-3455 (TTY: 711) относительно Medica, позвоните по телефону 1-877-317-2410 (TTY: 711) относительно Dean Health Plan/Prevea360 Health Plan или обратитесь к своему поставщику услуг.

Laos/ ລາວ: ຂໍຄວນເອົາໃຈໃສ່: ຖ້າທ່ານເວົ້າພາສາລາວ, ຈະມີບໍລິການຊ່ວຍເຫຼືອພາສາແບບບໍ່ເສຍຄ່າໃຫ້ທ່ານ. ນອກຈາກນີ້ ຈະມີເຄື່ອງຊ່ວຍເຫຼືອ ແລະ ບໍລິການແບບທີ່ເໝາະສົມເພື່ອໃຫ້ຂໍ້ມູນໃນຮູບແບບທີ່ສາມາດເຂົ້າເຖິງໄດ້ໂດຍບໍ່ເສຍຄ່າ. ໂທຫາໂປ 1-800-952-3455 (TTY: 711) ສໍາລັບ Medica, ໂທ 1-877-317-2410 (TTY: 711) ສໍາລັບ Dean Health Plan/Prevea360 Health Plan ຫຼື ວິມັກັບຜູ້ໃຫ້ບໍລິການຂອງທ່ານ.

French/ Français: ATTENTION : si vous parlez français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et services auxiliaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-952-3455 (TTY : 711) pour Medica, appelez le 1-877-317-2410 (TTY : 711) pour le régime de santé Dean Health Plan/Prevea360, ou parlez à votre prestataire de santé.

Serbo-Croatian: PAŽNJA: Ako govorite srpski, dostupne su vam besplatne usluge tumača. Odgovarajuća dodatna pomagala i usluge za pružanje informacija u pristupačnim formatima su također dostupne besplatno. Za Medica zdravstveno osiguranje pozovite 1-800-952-3455 (TTY: 711), za Dean/Prevea360 zdravstveno osiguranje pozovite 1-877-317-2410 (TTY: 711) ili razgovarajte sa svojim pružaocem usluga.

Tagalog: PAALALA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga libreng serbisyonang tulong sa wika. Magagamit din nang libre ang mga naaangkop na auxiliary na tulong at serbisyo upang magbigay ng impormasyon sa mga naa-access na format. Tumawag sa 1-800-952-3455 (TTY: 711) para sa Medica, tumawag sa 1-877-317-2410 (TTY: 711) para sa Dean Health Plan/Prevea360 Health Plan, o makipag-usap sa iyong tagapagbigay ng serbisyo.

Karen/ ထာနုာ်လီၤဖဲအံၤ: ဟံသုာ်ဟံသး- နမ့ၢ်ကတိၤကညီၣ်န့ၢ် တၢ်အိၣ်ဒီး ကျိၣ်တၢ်ဆိၣ်ထွဲမၤစၢၤ လၢတလၢာ်ဘျုးလၢာ်လၢနဂီၢ်လီၤ. တၢ်အိၣ်ဒီး ပုၤနီၢ်ခိၣ်ကွၢ်တဆူၣ်တကျၢၤအဂီၢ် ပီးလီၤဒီးတၢ်တိၤမၤစၢၤလၢအကြးအဘျုး လၢကဟ့ၣ်တၢ်ဂ့ၢ်တၢ်ကျိၢ် လၢတၢ်မၤန့ၢ်အိၣ်သ့တဖၣ် လၢတလၢာ်ဘျုးလၢာ်လၢနဂီၢ်လီၤ. ကိး 1-800-952-3455 (TTY: 711) လၢ Medica အဂီၢ်, ကိး 1-877-317-2410 (TTY: 711) လၢ Dean Health Plan/Prevea360 Health Plan အဂီၢ်, မ့တမ့ၢ်ကတိၤတၢ်ဒီး နပုၤလၢဟ့ၣ်နၤတၢ်ကွၢ်ထွဲတက့ၢ်.

Amharic/ አማርኛ:- ማሳሰቢያ:- አማርኛ የሚናገሩ ከሆነ፣ የቋንቋ ድጋፍ አገልግሎት በነፃ ይቀርብልዎታል። ማረጃን በተደራሽ ቅርጸት ለማቅረብ ተገቢ የሆኑ ተጨማሪ እገዛዎች እና አገልግሎቶች እንዲሁ በነፃ ይገኛሉ። ለMedica በ1-800-952-3455 (TTY: 711) ይደውሉ፣ ለDean የጤና እቅድ/Prevea360 የጤና እቅድ በ1-877-317-2410 (TTY: 711) ይደውሉ ወይም ለእርስዎን አቅራቢ የሆነውን ያነጋግሩ።



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.Medica.com or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$9,900 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com/FindCare or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) for a list of Medica Choice with UnitedHealthcare network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No. You don't need a referral to see a specialist .	You can see the specialist you choose without a referral .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% coinsurance Xray: 40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of other [excluded services](#).)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric Surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery | <ul style="list-style-type: none"> • Dental care (Adult) • Dental check - up • Glasses • Infertility treatment | <ul style="list-style-type: none"> • Long-term care • Private-duty nursing • Routine foot care except for some conditions • Weight loss programs |
|--|--|--|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Abortion • Hearing aids | <ul style="list-style-type: none"> • Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none"> • Routine eye care (Adult) |
|--|--|--|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at **1 (800) 952-3455** (TTY: **711**) or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at **1 (800) 952-3455** (TTY: **711**) or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al **1 (800) 952-3455** (TTY: **711**).

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa **1 (800) 952-3455** (TTY: **711**).

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 **1 (800) 952-3455** (TTY: **711**).

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' **1 (800) 952-3455** (TTY: **711**).

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$5,660

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,300
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$2,600

Mia's Simple Fracture (in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: The amount the patient pays assumes the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

English: ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-952-3455 (TTY: 711) for Medica, call 1-877-317-2410 (TTY: 711) for Dean Health Plan/Prevea360 Health Plan, or speak to your provider.

Spanish: ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia de idiomas. También están disponibles de forma gratuita asistencia y servicios auxiliares apropiados para proporcionar información en formatos accesibles. Llame al 1-800-952-3455 (TTY: 711) para Medica, llame al 1-877-317-2410 (TTY: 711) para Dean Health Plan/Prevea360 Health Plan o hable con su proveedor de atención médica.

Vietnamese/Việt: LƯU Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ dịch vụ phù hợp để cung cấp thông tin theo các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi theo số 1-800-952-3455 (TTY: 711) đối với Medica, gọi theo số 1-877-317-2410 (TTY: 711) đối với Dean Health Plan/Prevea360 Health Plan hoặc trao đổi với nhà cung cấp dịch vụ của quý vị.

Chinese Traditional: 注意：如果您說中文，我們可以為您提供免費語言協助服務。也可以免費提供適當的輔助工具與服務，以無障礙格式提供資訊。請致電 1-800-952-3455 (TTY: 711) 聯絡 Medica，致電 1-877-317-2410 (TTY: 711) 聯絡 Dean Health Plan/Prevea360 Health Plan，或與您的提供者討論。

Hmong/Lus Hmoob: LUS CEEV: Yog hais tias koj hais Lus Hmoob ces muaj kev pab txhais lus pub dawb rau koj. Muaj khoom siv thiab muaj kev saib xyuas pab uas tsim nyog los npaj kom muaj cov ntaub ntawv uas siv tau dawb. Hu rau 1-800-952-3455 (TTY: 711) rau Medica, hu rau 1-877-317-2410 (TTY: 711) rau Dean Health Plan/Prevea360 Health Plan, los sis tham rau koj tus kws kuaj mob.

German/Deutsch: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzen zur Verfügung. Entsprechende Hilfsmittel und Dienste zur Bereitstellung von Informationen in barrierefreien Formaten stehen ebenfalls kostenlos zur Verfügung. Rufen Sie 1-800-952-3455 (TTY: 711) für Medica bzw. 1-877-317-2410 (TTY: 711) für Dean Health Plan/Prevea360 Health Plan oder sprechen Sie mit Ihrem Gesundheitsdienstleister.

Cushitic-Oromo: XIYYEEFFANNOO: Ingiliffaa dubbattu taanaan, tajaajilli deggersa afaan bilisaa ni jira. Tajaajilli deggersa bu'ura dhiheessii odeeffannoo kaffaltii tokko malee ni jira. Lakkoofsa bilbilaa 1-800-952-3455 (TTY: 711) Tajaajila Fayyaaf, lakkoofsa Medica 1-877-317-2410 (TTY: 711), Dean Health Plan/Prevea360 Health Plan, ykn dhiheessaa keessan dubbisaa.

Arabic/العربية

كما تتوفر وسائل مساعدة وخدمات مناسبة لتوفير إذا كنت تتحدث اللغة العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية. تنبيه: (الهاتف النصي: 711) للتواصل مع 1-800-952-3455 اتصل على الرقم المعلومات بتنسيقات يمكن الوصول إليها مجانًا. Dean Health، اتصل على الرقم 1-877-317-2410 (الهاتف النصي: 711) بشأن خطة الرعاية الصحية Medica Plan/Prevea360 Health Plan

Korean/한국어: 주의: 한국어를 사용하시는 경우 무료 언어 지원 서비스를 이용하실 수 있습니다. 이용 가능한 형식으로 정보를 제공하는 적절한 보조 기구 및 서비스도 무료로 제공됩니다. Medica 의 경우 1-800-952-3455(TTY: 711)번으로, Dean Health Plan/Prevea360 Health Plan 의 경우 1-877-317-2410(TTY: 711)번으로 전화하시거나, 서비스 제공업체에 문의하십시오.

Russian/Русский: Если вы говорите по-русски, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону 1-800-952-3455 (TTY: 711) относительно Medica, позвоните по телефону 1-877-317-2410 (TTY: 711) относительно Dean Health Plan/Prevea360 Health Plan или обратитесь к своему поставщику услуг.

Laos/ ລາວ: ຂໍຄວນເອົາໃຈໃສ່: ຖ້າທ່ານເວົ້າພາສາລາວ, ຈະມີບໍລິການຊ່ວຍເຫຼືອພາສາແບບບໍ່ເສຍຄ່າໃຫ້ທ່ານ. ນອກຈາກນີ້ ຈະມີເຄື່ອງຊ່ວຍເຫຼືອ ແລະ ບໍລິການແບບທີ່ເໝາະສົມເພື່ອໃຫ້ຂໍ້ມູນໃນຮູບແບບທີ່ສາມາດເຂົ້າເຖິງໄດ້ໂດຍບໍ່ເສຍຄ່າ. ໂທຫາໂປ 1-800-952-3455 (TTY: 711) ສໍາລັບ Medica, ໂທ 1-877-317-2410 (TTY: 711) ສໍາລັບ Dean Health Plan/Prevea360 Health Plan ຫຼື ວິມັກັບຜູ້ໃຫ້ບໍລິການຂອງທ່ານ.

French/ Français: ATTENTION : si vous parlez français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et services auxiliaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-952-3455 (TTY : 711) pour Medica, appelez le 1-877-317-2410 (TTY : 711) pour le régime de santé Dean Health Plan/Prevea360, ou parlez à votre prestataire de santé.

Serbo-Croatian: PAŽNJA: Ako govorite srpski, dostupne su vam besplatne usluge tumača. Odgovarajuća dodatna pomagala i usluge za pružanje informacija u pristupačnim formatima su također dostupne besplatno. Za Medica zdravstveno osiguranje pozovite 1-800-952-3455 (TTY: 711), za Dean/Prevea360 zdravstveno osiguranje pozovite 1-877-317-2410 (TTY: 711) ili razgovarajte sa svojim pružaocem usluga.

Tagalog: PAALALA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga libreng serbisyon tulon sa wika. Magagamit din nang libre ang mga naaangkop na auxiliary na tulong at serbisyo upang magbigay ng impormasyon sa mga naa-access na format. Tumawag sa 1-800-952-3455 (TTY: 711) para sa Medica, tumawag sa 1-877-317-2410 (TTY: 711) para sa Dean Health Plan/Prevea360 Health Plan, o makipag-usap sa iyong tagapagbigay ng serbisyo.

Karen/ ထာနုာ်လီၤဖဲအံၤ: ဟံသုာ်ဟံသး- နမ့ၢ်ကတိၤကညီၣ်န့ၢ် တၢ်အိၣ်ဒီး ကျိၣ်တၢ်ဆိၣ်ထွဲမၤစၢၤ လၢတလၢာ်ဘျုးလၢာ်လၢနဂီၢ်လီၤ. တၢ်အိၣ်ဒီး ပုၤနီၢ်ခိၣ်ကွၢ်တဆူၣ်တကျၢၤအဂီၢ် ပီးလီၤဒီးတၢ်တိၤမၤစၢၤလၢအကြးအဘျုး လၢကဟ့ၣ်တၢ်ဂ့ၢ်တၢ်ကျိၢ် လၢတၢ်မၤန့ၢ်အိၣ်သ့တဖၣ် လၢတလၢာ်ဘျုးလၢာ်လၢနဂီၢ်လီၤ. ကိး 1-800-952-3455 (TTY: 711) လၢ Medica အဂီၢ်, ကိး 1-877-317-2410 (TTY: 711) လၢ Dean Health Plan/Prevea360 Health Plan အဂီၢ်, မ့တမ့ၢ်ကတိၤတၢ်ဒီး နပုၤလၢဟ့ၣ်နၢတၢ်ကွၢ်ထွဲတက့ၢ်.

Amharic/ አማርኛ:- ማሳሰቢያ:- አማርኛ የሚናገሩ ከሆኑ፣ የቋንቋ ድጋፍ አገልግሎት በነፃ ይቀርብልዎታል። ማረጃን በተደራሽ ቅርጸት ለማቅረብ ተገቢ የሆኑ ተጨማሪ እገዛዎች እና አገልግሎቶች እንዲሁ በነፃ ይገኛሉ። ለMedica በ1-800-952-3455 (TTY: 711) ይደውሉ፣ ለDean የጤና እቅድ/Prevea360 የጤና እቅድ በ1-877-317-2410 (TTY: 711) ይደውሉ ወይም ለእርስዎን አቅራቢ የሆነውን ያነጋግሩ።

Dental

Metropolitan Life Insurance Company

Plan Design for: City Of Cottage Grove Original Plan Effective Date: January 1, 2025

Network: PDP Plus

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver cost-effective protection for a healthier smile and a healthier you.

Coverage Type:	In-Network ¹ % of Negotiated Fee ²	Out-of-Network ¹ % of R&C Fee ⁴
Type A - Preventive	100%	100%
Type B - Basic Restorative	90%	50%
Type C - Major Restorative	50%	50%
Type D - Orthodontia	50%	50%
Deductible³		
Individual	\$0	\$25
Family	\$0	\$75
Annual Maximum Benefit:		
Per Individual	\$2000	\$1000
Orthodontia Lifetime Maximum - Ortho applies to Child Only	Child to age 19	
	\$1000 per Person	\$1000 per Person
Dependent Age:	Eligible for benefits until the day that he or she turns 26.	
1. "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist. Utilizing an out-of-network dentist for care may cost you more than using an in-network dentist. 2. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change. 3. Applies to Type B and C services only. 4. Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of: - the dentist's actual charge (the 'Actual Charge'), - the dentist's usual charge for the same or similar services (the 'Usual Charge') or - the usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th percentile. Services must be necessary in terms of generally accepted dental standards.		

Understanding Your Dental Benefits Plan

The Preferred Dentist Program is designed to provide the dental coverage you need with the features you want. Like the freedom to visit the dentist of your choice – in or out of the network. .

If you receive in-network services, you will be responsible for any applicable deductibles, cost sharing, negotiated charges after benefit maximums are met, and costs for non-covered services. If you receive out-of-network services, you will be responsible for any applicable deductibles, cost sharing, charges in excess of the benefit maximum, charges in excess of the negotiated fee schedule amount or R&C Fee, and charges for non-covered services.

- Plan benefits for in-network covered services are based on a percentage of the Negotiated fee – the Fee that participating dentists have agreed to accept as payment in full for covered services, subject to any deductibles, copayments, cost sharing and benefit maximums. Negotiated fees are subject to change.
- Plan benefits for out-of-network services are based on a percentage of the Reasonable and Customary (R&C) charge. If you choose a dentist who does not participate in the network, your out-of-pocket expenses may be greater.

Once you're enrolled you may take advantage of online self-service capabilities with MyBenefits.

- Check the status of your claims
- Locate a participating dentist
- Access MetLife's Oral Health Library
- Elect to view your Explanation of Benefits online

To register, just go to
www.metlife.com/mybenefits
and follow the easy registration instructions.

Selected Covered Services and Frequency Limitations*

Type A - Preventive

How Many/How Often:

Oral Examinations	2 in a year
Full Mouth X-rays	1 in 60 months
Bitewing X-rays (Adult/Child)	1 in a year
Prophylaxis - Cleanings	2 in a year
Topical Fluoride Applications	1 in a year - Children to age 19
Periodontal Maintenance	2 in 1 year, includes 2 cleanings

Type B - Basic Restorative

How Many/How Often:

Sealants	1 in a lifetime - Children to age 16
Space Maintainers	1 per lifetime per tooth area - Children up to age 16
Amalgam and Composite Fillings	1 in 24 months.
Prefabricated Crowns	1 per tooth in 5 years
Endodontics Root Canal	1 per tooth per lifetime
Periodontal Surgery	1 in 36 months per quadrant
Periodontal Scaling & Root Planing	1 in 24 months per quadrant
Oral Surgery (Simple Extractions)	
Oral Surgery (Surgical Extractions)	
Other Oral Surgery	
Emergency Palliative Treatment	
General Anesthesia	

Type C - Major Restorative

How Many/How Often:

Crowns/Inlays/Onlays	1 per tooth in 5 years
Repairs	1 in 12 months
Bridges	1 in 5 years
Dentures	1 in 5 years
Consultations	1 in 12 months
Implant Services	1 service per tooth in 5 years - 1 repair per 5 years
TMJ	Major Service as part of Annual Maximum.

Type D – Orthodontia

- Dependent children up to age 19. Age limitations may vary by state. Please see your Plan description for complete details. In the event of a conflict with this summary, the terms of the certificate will govern.
- All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia.
- Benefits for the initial placement will not exceed 20% of the Lifetime Maximum Benefit Amount for Orthodontia. Periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment. Allowable expenses for the initial placement, periodic follow-up visits and procedures performed in connection with the orthodontic treatment, are all subject to the Orthodontia coinsurance level and Lifetime Maximum Benefit Amount as defined in the Plan Summary.
- Orthodontic benefits end at cancellation of coverage

***Alternate Benefits:** Where two or more professionally acceptable dental treatments for a dental condition exist, reimbursement is based on the least costly treatment alternative. If you and your dentist have agreed on a treatment that is more costly than the treatment upon which the plan benefit is based, you will be responsible for any additional payment responsibility. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pretreatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Actual payments may vary from the pretreatment estimate depending upon annual maximums, plan frequency limits, deductibles and other limits applicable at time of payment.

The service categories and plan limitations shown above represent an overview of your Plan of Benefits. This document presents many services within each category, but is not a complete description of the Plan. Please see your Plan description/Insurance certificate for complete details. In the event of a conflict with this summary, the terms of your insurance certificate will govern.

We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
2. Services for which You would not be required to pay in the absence of Dental Insurance;
3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. Services which are primarily cosmetic (For residents of Texas, see notice page section in your certificate).
5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:

- scaling and polishing of teeth; or
- fluoride treatments.

For NY Sitused Groups, this exclusion does not apply.

6. Services or appliances which restore or alter occlusion or vertical dimension.
7. Restoration of tooth structure damaged by attrition, abrasion or erosion.
8. Restorations or appliances used for the purpose of periodontal splinting.
9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
12. Missed appointments.
13. Services
 - covered under any workers' compensation or occupational disease law;
 - covered under any employer liability law;
 - for which the employer of the person receiving such services is not required to pay; or
 - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

For North Carolina and Virginia Sitused Groups, this exclusion does not apply.

14. Services paid under any worker's compensation, occupational disease or employer liability law as follows:
 - for persons who are covered in North Carolina for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' compensation Act;
 - or for persons who are not covered in North Carolina, services paid or payable under any workers compensation or occupational disease law.

This exclusion only applies for North Carolina Sitused Groups.

15. Services:
 - for which the employer of the person receiving such services is required to pay; or
 - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

This exclusion only applies for North Carolina Sitused Groups.

16. Services covered under any workers' compensation, occupational disease or employer liability law for which the employee/or Dependent received benefits under that law.

This exclusion only applies for Virginia Sitused Groups.

17. Services:
 - for which the employer of the person receiving such services is not required to pay; or
 - received at a facility maintained by the policyholder, labor union, mutual benefit association, or VA hospital.

This exclusion only applies for Virginia Sitused Groups.

18. Services covered under other coverage provided by the Employer.
19. Temporary or provisional restorations.
20. Temporary or provisional appliances.
21. Prescription drugs.
22. Services for which the submitted documentation indicates a poor prognosis.
23. The following when charged by the Dentist on a separate basis:
 - claim form completion;
 - infection control such as gloves, masks, and sterilization of supplies; or
 - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
24. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.

For NY Sitused Groups, this exclusion does not apply.

25. Caries susceptibility tests.
26. Initial installation of a fixed and permanent Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
27. Other fixed Denture prosthetic services not described elsewhere in this certificate.
28. Precision attachments, except when the precision attachment is related to implant prosthetics.
29. Initial installation or replacement of a full or removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
30. Addition of teeth to a partial removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
31. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.

32. Implants to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
33. Implants supported prosthetics to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
34. Fixed and removable appliances for correction of harmful habits.¹
35. Repair or replacement of an orthodontic device.¹
36. Duplicate prosthetic devices or appliances.
37. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
38. Intra and extraoral photographic images.
39. Services or supplies furnished as a result of a referral prohibited by Section 1-302 of the Maryland Health Occupations Article. A prohibited referral is one in which a Health Care Practitioner refers You to a Health Care Entity in which the Health Care Practitioner or Health Care Practitioner's immediate family or both own a Beneficial Interest or have a Compensation Agreement. For the purposes of this exclusion, the terms "Referral", "Health Care Practitioner", "Health Care Entity", "Beneficial Interest" and Compensation Agreement have the same meaning as provided in Section 1-301 of the Maryland Health Occupations Article.

This exclusion only applies for Maryland Sitused Groups

¹Some of these exclusions may not apply. Please see your Certificate of Insurance.

Common Questions ... Important Answers

Who is a participating dentist?

A participating, or network, dentist is a general dentist or specialist who has agreed to accept negotiated fees as payment in full for covered services provided to plan members, subject to any deductibles, copayments, cost sharing and benefit maximums. Negotiated fees typically range from 30-45% below the average fees charged in a dentist's community for the same or substantially similar services.*

In addition to the standard MetLife network, your employer may provide you with access to a select network of dental providers that may be unique to your employer's dental program. When visiting these providers, you may receive a better benefit, have lower out-of-pocket costs and/or have access to care at facilities at your worksite. Please sign into MyBenefits for more details.

* Based on internal analysis by MetLife. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change. Savings from enrolling in a dental benefits plan will depend on various factors, including the cost of the plan, how often members visit a dentist and the cost of services rendered. Negotiated fees are subject to change.

How do I find a participating dentist?

There are thousands of general dentists and specialists to choose from nationwide --so you are sure to find one that meets your needs. You can receive a list of these participating dentists online at www.metlife.com/dental or call 1-800-275-4638 to have a list faxed or mailed to you.

What services are covered by my plan?

Please see your Certificate of Insurance for a list of covered services.

May I choose a non-participating dentist?

Yes. You are always free to select the dentist of your choice. However, if you choose a non-participating (out-of-network) dentist, your out-of-pocket costs may be greater than your out-of-pocket costs when visiting an in-network dentist.

Can my dentist apply for participation in the network?

Yes. If your current dentist does not participate in the network and you would like to encourage him or her to apply, ask your dentist to visit www.metdental.com, or call 1-866-PDP-NTWK for an application.* The website and phone number are for use by dental professionals only.

* Due to contractual requirements, MetLife is prevented from soliciting certain providers.

How are claims processed?

Dentists may submit your claims for you which means you have little or no paperwork. You can track your claims online and even receive email alerts when a claim has been processed. If you need a claim form, visit www.metlife.com/dental or request one by calling 1-800-275-4638.

Can I get an estimate of what my out-of-pocket expenses will be before receiving a service?

Yes. You can ask for a pretreatment estimate. Your general dentist or specialist usually sends MetLife a plan for your care and requests an estimate of benefits. The estimate helps you prepare for the cost of dental services. We recommend that you request a pre-treatment estimate for services in excess of \$300. Simply have your dentist submit a request online at www.metdental.com or call 1-877-MET-DDS9. You and your dentist will receive a benefit estimate for most procedures while you are still in the office. Actual payments may vary depending upon plan maximums, deductibles, frequency limits and other conditions at time of payment.

Can MetLife help me find a dentist outside of the U.S. if I am traveling?

Yes. Through international dental travel assistance services* you can obtain a referral to a local dentist by calling +1-312-356-5970 (collect) when outside the U.S. to receive immediate care until you can see your dentist. Coverage will be considered under your out-of-network benefits.** Please remember to hold on to all receipts to submit a dental claim.

*International Dental Travel Assistance services are administered by AXA Assistance USA, Inc. (AXA Assistance). AXA Assistance provides dental referral services only. AXA Assistance is not affiliated with MetLife and any of its affiliates, and the services they provide are separate and apart from the benefits provided by MetLife. Referral services are not available in all locations.

** Refer to your Certificate of Insurance for your out-of-network dental coverage.

How does MetLife coordinate benefits with other insurance plans?

Coordination of benefits provisions in dental benefits plans are a set of rules that are followed when a patient is covered by more than one dental benefits plan. These rules determine the order in which the plans will pay benefits. If the MetLife dental benefit plan is primary, MetLife will pay the full amount of benefits that would normally be available under the plan. If the MetLife dental benefit plan is secondary, most coordination of benefits provisions require MetLife to determine benefits after benefits have been determined under the primary plan. The amount of benefits payable by MetLife may be reduced due to the benefits paid under the primary plan.

Do I need an ID card?

No, You do not need to present an ID card to confirm that you are eligible. You should notify your dentist that you are enrolled in a MetLife Dental Plan. Your dentist can easily verify information about your coverage through a toll-free automated Computer Voice Response system.

Do my dependents have to visit the same dentist that I select?

No. You and your dependents each have the freedom to choose any dentist.



City Council Action Request

7.S.

Meeting Date 12/17/2025

Department Public Works

Agenda Category Action Item

Title 2026 State Lobbying Services

Staff Recommendation Authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2026.

Budget Implication \$10,000 – Dedicated County 19A & 100th Street Project Funds.

Attachments

1.	2026 State Lobbying Services 2025-12-10
2.	City of Cottage Grove- Engagement Lt - 2026 Legislative Representation



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

From: Ryan Burfeind, PE, Public Works Director

Date: December 10, 2025

Re: 2026 State Lobbying

Background

In 2025, Cottage Grove hired Larkin Hoffman for State Lobbying services, with a primary focus to assist in obtaining funding for the County 19A & 100th Street Realignment Project (100th Street Project). As the City prepares for the 2026 legislative session, staff are recommending renewing their services.

Discussion

Similar to 2025, Washington County will be taking the lead in a \$22.5 million state bonding request in 2026. As such, the city does not need a state lobbyist on retainer to guide this effort. The city will continue to collaborate with the County and support this effort, so some state lobbying services are required. The plan for 2026 is to continue working with Larkin Hoffman, on an hourly basis. It is estimated that the total cost for state lobbying in 2026 will be no more than \$10,000. Like 2025, Larkin Hoffman has drafted a letter of engagement for City approval. Larkin Hoffman also serves as the State lobbyist for Washington County, so there continues to be efficiencies in utilizing the same firm.

Recommendation

It is recommended the City Council authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2026.



555 Park Street
Suite 420
St. Paul, MN 55103
General: 952-896-3200
Fax: 952-896-3210
www.lhpublicaffairs.com

December 8, 2025

Ryan Burfeind
Public Works Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

VIA EMAIL
rburfeind@cottagegrovemn.gov

Re: Legislative Representation – State Bonding Relating to Washington County Road Improvements and other government affairs services

Dear Ryan:

Larkin Hoffman Public Affairs will continue to represent the City of Cottage Grove (the “City”) regarding the above-mentioned state bonding project and other government affairs services. The purpose of this letter is to confirm the scope of our services and the terms and conditions upon which we will be providing such services to you.

SCOPE OF SERVICES AND RESPONSIBILITIES

Our scope of work will be to assist the City upon request to advocate for interest in the Washington County right-of-way project. I will be the person responsible for providing these services to the City.

To enable us to effectively render our legislative services, you agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request. You further agree to keep us informed of any developments that may affect the matter, and to assist and cooperate with us as necessary in dealing with the matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide government relations counsel to you and assist you with respect to the matter as set forth in this letter. We will endeavor to keep you informed as to the progress of and developments regarding the matter.

FEES AND COSTS

This representation is from January 1, 2026 – December 31, 2026. My hourly rate is presently \$385.00. Unless otherwise specified in this engagement letter, the basis for our fees and costs is set forth in the enclosed General Conditions of Engagement. Those terms are part of our agreement to represent you, and I encourage you to read them thoroughly. As stated in the General Terms and Conditions, while LHPA is related to the law firm Larkin Hoffman Daly & Lindgren Ltd., LHPA is not a law firm and does not provide legal services. Any legal services contemplated will require a separate engagement agreement with Larkin Hoffman Daly & Lindgren Ltd. However, if any attorneys from the law firm are brought in for support with this government relations engagement, their fees would also be hourly.

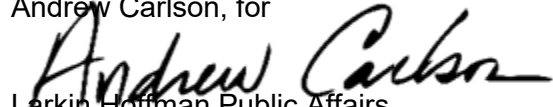
Ryan Burfeind
December 8, 2025
Page 2

Generally, our firm requires a retainer to commence representation on a new matter. However, given our existing working relationship with you on other matters, we are waiving that requirement.

If you find this agreement acceptable, we ask that you please sign the Acknowledgement and Agreement below and return the signed copy to me. Thank you very much for the opportunity to represent the City in this important matter.

Sincerely,

Andrew Carlson, for

A handwritten signature in black ink that reads "Andrew Carlson". The signature is written in a cursive, flowing style.

Larkin Hoffman Public Affairs

Direct Dial: 952-896-3378

Email: acarlson@lhpublicaffairs.com

Attachment

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned has read the foregoing letter, as well as the enclosed Statement Regarding General Conditions of Engagement and agrees to the terms and conditions set forth therein and the payment to Larkin Hoffman Public Affairs of all fees and costs arising as a result of its performance of legal services as described therein.

CITY OF COTTAGE GROVE

Dated: _____, 2025

Myron Bailey, Mayor

Dated: _____, 2025

Tamara Anderson, City Clerk

**LARKIN HOFFMAN PUBLIC AFFAIRS, INC.
GENERAL CONDITIONS OF ENGAGEMENT**

This Statement sets forth the general conditions of your engagement of Larkin Hoffman Public Affairs, Inc. ("LHPA"). These terms apply to all LHPA representations except as specifically modified in writing.

1. SCOPE OF SERVICES

Our representation is limited to the specific service agreement for which we have been engaged, as well as those tasks we believe are necessary to complete those services (the "Service Agreement"). Our representation does not entail a continuing obligation to advise you of subsequent developments that might have a bearing on your affairs generally or, after the completion of these services, this specific Service Agreement. If during the course the Service Agreement it becomes necessary to take on additional tasks, and if we agree to do so, the terms of this Service Agreement will apply to those services as well.

2. NO ATTORNEY-CLIENT RELATIONSHIP

LHPA is not a law firm. LHPA is a subsidiary of Larkin Hoffman Daly & Lindgren Ltd., a Minnesota professional corporation ("LHDL"). LHDL does provide some administrative services to LHPA. LHDL employees, including LHDL attorneys, may from time-to-time provide non-legal services for clients of LHPA. LHPA's work under the Service Agreement will not be legal services and will not create an attorney-client relationship. Any legal services to be provided to you must be confirmed by a separate, written engagement agreement. As LHPA's representation will not constitute legal services provided by attorneys, the representation is not subject to the Minnesota Rules of Professional Responsibility. By way of example only, this relationship will not be governed by conflict of interest or privilege rules that apply to legal services.

3. YOUR RESPONSIBILITIES

To enable us to render our services effectively, you agree to disclose fully and accurately to us all information (including physical documents or electronic data) that may be relevant to the Service Agreement. You further agree to keep us informed of any developments that may affect the Service Agreement, and to assist and cooperate with us as necessary in dealing with the work pursuant to the Service Agreement. We will rely upon you for the accuracy of all information you provide to us.

It may be necessary or appropriate at times for you to participate in meetings with us or others. We will advise you of such meetings if we believe your attendance is necessary or would be beneficial.

During the course of our work, including at or before the date of this Service Agreement, we may express our opinions or beliefs regarding the Service Agreement or various courses of action that may occur, including the possible outcomes that may be anticipated. Any such statement made by any person acting or speaking on behalf of LHPA is intended solely as an expression of opinion, based upon information available to us at the time. Such opinions are not a promise or guarantee of any particular result.

4. FEES AND COSTS

Our fees for our work will be charged as set forth in the Service Agreement. In addition to our fees, we will bill you for disbursements and other charges incurred in performing our services, such as, but not limited, to photocopying, messenger and delivery charges, electronic/online research, travel, parking, long distance and local telephone, and document storage and processing required to store, retrieve and review electronic documents.

Our invoices are payable upon receipt. Any invoice not paid within 30 days of its date is subject to the imposition of late payment charges. If any of our invoices are not paid in full, and we choose to pursue collection of the outstanding balance, you agree, by accepting our Service Agreement under these General Conditions, that LHPA will be entitled to recover all costs of collection, including a reasonable attorneys' fee, associated with any actions taken to collect the outstanding balance.

In addition to traditional check, ACH and wire transfer payments which we accept at no cost, we offer a facility to accept payments electronically by credit card, debit card or electronic check. However, because the third-party vendor assesses a fee to process credit card payments, we reserve the right to add a processing fee equal to but not greater than our vendor processing fee for any payments you choose to make by credit card.

5. LATE PAYMENT CHARGES

In the event any of our periodic billings to you are not paid when due, LHPA will impose late payment charges on the unpaid balance. Such charges will be assessed at eight percent (8%) per annum on matters for natural persons, and at eighteen percent (18%) per annum for entities. Such late charges will accrue beginning 30 days after the date of any invoice not paid in full.

6. TERMINATION

Our obligation to perform services will terminate upon the date set forth in the Services Agreement or upon mutual written agreement of the parties. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of the notice or termination, whichever is later. Although we do not anticipate any need to do so, we also reserve the right to terminate this Service Agreement for good cause. Good cause includes your failure to honor the terms of this Service Agreement, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on material issues, or any fact or circumstance that would, in our view, impair an effective provision of services. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

7. DOCUMENT RETENTION AND DESTRUCTION

We maintain our files primarily in a digital image format. Accordingly, we will likely digitize a copy and return to you any original documents that you provide to us during the course of our Services Agreement. At the conclusion of our services, we will return to you any remaining original documents in our possession. We typically will maintain our electronic files for a period of seven years after the conclusion of our services. After that time, we may destroy the entire file without further notice to you. If we have not already done so, we will attempt at that time to return any original documents to you. If for any reason we cannot return such documents, they may also be destroyed. If you wish to retain a record of the Matter for a longer period of time, you should arrange to create such a file for yourself.



City Council Action Request

7.T.

Meeting Date	12/17/2025		
Department	Public Safety		
Agenda Category	Action Item		
Title	Cottage Grove Police Foundation Fitness Equipment Donation		
Staff Recommendation	Accept the donation of equipment in the amount of \$993.11 for the fitness center at City Hall from the Cottage Grove Police Foundation.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Foundation Fitness Equipment Donation Dec 2025</td></tr></table>	1.	Foundation Fitness Equipment Donation Dec 2025
1.	Foundation Fitness Equipment Donation Dec 2025		



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

From: Peter J Koerner, Director of Public Safety

Date: December 8, 2025

Subject: **COTTAGE GROVE POLICE FOUNDATION FITNESS EQUIPMENT
DONATION**

INTRODUCTION

In October 2025, the Cottage Grove Lions Club purchased a power rack and free weights for the City Hall/Public Safety building fitness center. This donation provided the fitness center with more opportunities for strength training.

To complement the donation from the Lions Club, the Cottage Grove Police Foundation will purchase the power rack attachments, weights and additional fitness equipment in the amount of \$993.11 with Council approval. This equipment will be donated to the fitness center at the City Hall/Public Safety building. These donations fulfilled a wish list compiled by the Wellness Committee, creating a well-equipped, comprehensive fitness experience.

RECOMMENDATION

1. Accept the donation of equipment in the amount of \$993.11 for the fitness center at City Hall from the Cottage Grove Police Foundation.



City Council Action Request

7.U.

Meeting Date	12/17/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	East Metro Training Facility Joint Power Agreement				
Staff Recommendation	Approve and sign the Joint Power Agreement between the City of Cottage Grove and the East Metro Training Facility.				
Budget Implication	\$6,000.00 (In 2026 budget)				
Attachments	<table><tr><td>1.</td><td>East Metro Training Facility JPA Council Dec 8 2025</td></tr><tr><td>2.</td><td>G3 East Metro Public Safety Training Facility JPA Report - signed</td></tr></table>	1.	East Metro Training Facility JPA Council Dec 8 2025	2.	G3 East Metro Public Safety Training Facility JPA Report - signed
1.	East Metro Training Facility JPA Council Dec 8 2025				
2.	G3 East Metro Public Safety Training Facility JPA Report - signed				



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

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

Date: December 8, 2025

Subject: EAST METRO TRAINING FACILITY JOINT POWER AGREEMENT

Introduction

The Cottage Grove Fire Department (CGFD) has been using the East Metro Training Facility (EMTF) as a partner (JPA) agency since 2023 (non-voting partner/non-JPA member). EMTF is a fixed burn facility, opened in 2014, and serves as a valuable resource to facilitate required quarterly live fire training necessary for maintaining state certification and licensure. Maplewood, Lake Elmo, Oakdale, and North Saint Paul are the current JPA cities and Cottage Grove would become the fifth JPA member. After JPA agreement revisions in 2025, the Cottage Grove Fire Department is required to decide to become a JPA member or an hourly rental department. After review and discussions internally, we determined being a JPA member is the best option financially.

Justification

Previously, the CGFD relied on acquired structures to complete required live fire training, which has presented multiple challenges. First, acquired structures cannot be reliably secured that align with the Department's training schedule or secured with regularity. Second, acquired structures require several hundred hours of work for city staff and/or the property owner to properly prepare and mitigate any sort of negative environmental impact. Third, acquired structures are inherently more dangerous and pose a greater safety risk to firefighter health and wellness compared to fixed burn facilities.

Furthermore, the CGFD has utilized the HERO Center for several training opportunities including Fire Apparatus Operator, Emergency Medical Services, and technical rescue training. Unfortunately, the facility lacks the infrastructure needed to perform burn training evolutions under live fire conditions and would require a significant capital investment to retrofit or construct the proper buildings. In 2023, the HERO Center explored possible additions and improvements to the HERO Center to support higher fidelity fire training. The HERO Center received a quote of over \$500,000.00 to upgrade the training buildings to allow firefighters to flow water during training. While no formal quote was obtained, constructing a live fire building would well exceed one million dollars, making any live fire training facility cost prohibitive.

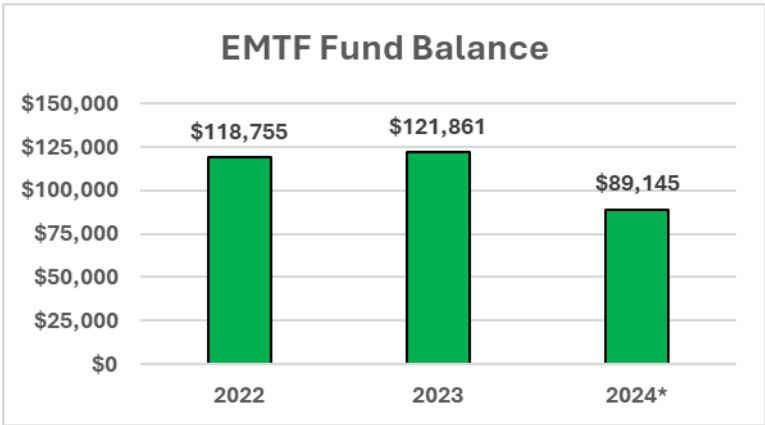
Since the CGFD joined the EMTF as a partner agency in 2023, over 1,000 hours of training have been conducted at the facility. Training at the EMTF is conducted off duty, so there is no impact on response times. Furthermore, in the event of a large-scale emergency, the facility is

less than 15 minutes from Cottage Grove and staff can quickly respond in the event of a callback for scene response. Similar facilities in the Twin Cities Metro are a significant distance away from Cottage Grove, and Burnsville is the next closest training facility.

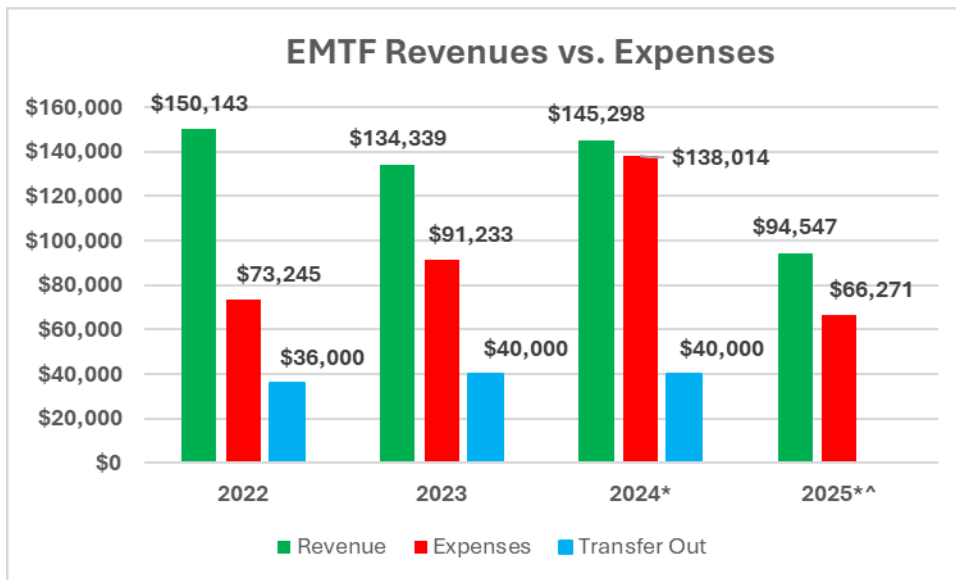
The cost of JPA membership is approximately \$6,000.00 and has been budgeted for 2026. Additionally, the membership cost is a qualified expense and reimbursable by the Minnesota Board of Firefighter Training and Education. The cost without full JPA membership is approximately \$21,000.00, which has not been budgeted. Without full JPA membership, CGFD would lose priority scheduling and would be significantly limited on flexibility and site availability for needed fire training. Since Cottage Grove is a higher utilizer of the site, JPA membership will allow significant input on the improvement and health of the EMTF to assure long term sustainability of safe and accessible live fire training site.

Our City Attorney provided a legal review of the original JPA that was crafted when the site opened in 2014. After the Attorney’s legal review, the JPA was significantly updated and recently approved by the four city JPA membership group. The newest version of the JPA protects the City of Cottage Grove’s interests by establishing a cost share formula based on department membership, creates a capital improvement ratification process that includes City Council approval, and specifies any major improvements will only be allocated to the JPA members for that vocation (i.e. City only pays for fire training improvements). The EMTF does not have any committed large capital expenses. Any large capital expenditure would have to be approved by each JPA governing body unanimously.

The East Metro Training Facility has demonstrated excellent financial health with positive projections. As the only live fire training facility in the East Metro, EMTF has a high rental rate which allows JPA members a favorable rate. The EMTF currently has a debt balance of \$59,136.00 that was related to the addition of a classroom building a number of years ago. Due to strong revenue performance, the debt is expected to be paid off earlier than expected in 2026/early 2027 which will make the site debt-free. The EMTF does not have any committed large capital expenses planned over the next five years. Cities that utilize the EMTF (beyond JPA members) have had discussions with State Legislatures on potential bonding opportunities to improve the site. Below demonstrates the EMTF Fund Balance and revenues vs. expenses. The City of Maplewood is the fiduciary agent for the site.



*2024 does not include expenditure for bonding study that was reimbursed in 2025 (\$75,000)



*2024 does not include expenditure for bonding study that was reimbursed in 2025 (\$75,000).

*2025 revenue does not include bonding study reimbursement (\$75,000)

^2025 is through 11/30/25

Recommendation

Approve and sign the Joint Power Agreement between the City of Cottage Grove and the East Metro Training Facility.

AMENDED AND RESTATED JOINT POWERS AGREEMENT
EAST METRO PUBLIC SAFETY TRAINING FACILITY

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (the “Agreement”) is made on the 22nd day of September 2025, by and among the cities of Maplewood, North St. Paul, Lake Elmo, Oakdale and Cottage Grove, each a municipal corporation under the laws of Minnesota and a Member.

RECITALS

A. Each Member to this Agreement has determined that it is in the best interests of their community to undertake in a cooperative fashion the operation of a facility in the portion of the Twin Cities metropolitan area to be used for the training of public safety disciplines.

B. It is more economical for the Members to jointly and cooperatively construct and operate a public safety training facility than for each Member to construct and maintain its own facility.

C. The Members are authorized pursuant to Minnesota Statutes, Section 471.59, to enter into agreements providing for the joint and cooperative exercise of powers common to them.

D. The Members desire to jointly and cooperatively exercise power common to them by jointly operating a public safety training facility in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, the Members agree as follows:

ARTICLE I

Section 1. Definitions.

When used in this Agreement, the following terms shall be defined as follows, unless a different meaning is clearly specified:

Association - means the East Metro Public Safety Training Facility Association which is formed by this Agreement.

Board - means the governing body of the Association.

Board Member - means an individual appointed to the Board by a Member of the Association.

Coordinator - means the person appointed by the Board to manage and coordinate the daily operation of the Facility.

Cost Sharing Formula - Unless otherwise specified, costs shall be assessed against each Member using the following formula:

Member Share= Number of Sworn Employees Per Individual Agency/Total Number Sworn Employee's Represented including all JPA Members

Example:

-A JPA Member has 40 employees.

-The total of all JPA member employees is 200

-The Board is considering a \$100,000 improvement project

Formula: $40/200 = 20\%$

JPA Member's Cost Sharing Obligation: \$20,000

Minimum Contribution Threshold:

To ensure equitable participation, no Member shall contribute less than 5% of the total project cost for any project in which it participates, regardless of number of members.

Environmental Law means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act 42 U.S.C. 9601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1201 et seq.; the Clean Water Act, 33 U.S.C. 1321 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Toxic Substances Control Act, 33 U.S.C. 1251 ET SEQ.; all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

Executive Board -means the body that oversees the day-to-day business of the Facility and shall consist of the Officers of the Board as defined in Article II, Section 2 and an additional appointed member representing Maplewood.

Facility - means the East Metro Public Safety Training Facility and shall include all structures, buildings and the grounds associated with the East Metro Public Safety Training Facility.

Full Member - means the cities of Maplewood, North St. Paul, Lake Elmo, Oakdale and Cottage Grove and any other city or public safety agency which joins the Association in accordance with Article III, Section 1 hereof.

Hazardous Substance - means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

Major Improvement - means any addition to or improvement to the Facility designated as a Major Improvement by the Board irrespective of value or any addition to or improvement to the Facility with a value at \$50,000 or greater.

Member - means a municipal corporation or a public safety agency that is a party to this Joint Powers Agreement and a Full Member.

Non-Member User - means any city or public safety agency which is not a Member but uses the Facility in accordance with Article II, Section 10 hereof. Operating Budget - means the annual budget of operating expenses for the Facility, including but not limited to, maintenance and repair

of the building and grounds, costs of utilities, maintenance and repair of all equipment associated with the building, supplies and materials associated with the operation of the Facility, personnel expenses associated with the Coordinator and other ordinary business expenses associated with the operation of the Facility, except for Major Improvements.

Public Safety Consumables - means propane fuel, liquid smoke used in fire firefighting operations, fire extinguishing material, pallets and straw other than water, used in any firefighting training operation and other unique training supplies declared to be Public Safety Consumables by the Board.

Site Manager – means a person who has received appropriate training as approved by the operations committee to manage the facility during training exercises.

Section 2. Plural and Singular References.

Unless a contrary intent is clearly demonstrated, a singular reference to a person or entity shall include the plural and a plural reference to persons or entities shall include the singular.

Section 3. Counterparts.

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

ARTICLE II

Section 1. Formation of Association.

The parties to this Agreement form the East Metro Public Safety Training Facility Association for the purpose of operating the Facility. Each party shall be a Full Member of the Association until it withdraws or its participation is otherwise terminated pursuant to Article III.

Section 2. Governance of Association.

The Association shall be governed by a Board consisting of one representative from each Member. The Board representative need not be an elected official of any Member. Each Member shall designate an individual to serve as such Member's representative and an alternate representative who shall be entitled to act as the representative of the Member on the Board in the case of the absence or disability of the representative of such Member on the Board.

Each representative and their alternate shall serve until a successor is appointed and assumes his or her responsibilities. Board Members and their alternates shall serve at the pleasure of the Member appointing them and any vacancy on the Board shall be filled by the Member whose position on the Board is vacant.

Each Board Member shall have one vote. The Board shall act by a majority vote of the Board Members at a meeting duly called upon 15 days written notice to each Board Member and to the city manager, City administrator or chief administrative officer of each Member. At least

three Board Members must be present to constitute a quorum of the Board. The Board shall meet at least once annually and more often as it deems necessary to perform its duties.

The Board shall designate one of the Board Members as the Chair and a second as the Vice Chair as well as one to be a Secretary/Treasurer. These are the Officers of the Board. This designation will be made annually by the Board and the Chair and Vice Chair shall retain their positions until a successor has been designated. All Officers must be voting members of the Board. The Chair shall preside at all meetings of the Board and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Board. The Vice Chair shall act in the absence of the Chair and the Secretary/Treasurer shall act in the absence of the Vice Chair. A record of all proceedings of the Board shall be maintained by the Secretary/Treasurer and a copy of that record shall be forwarded to each Member. The Chair, Vice Chair and Secretary/Treasurer shall have the authority to sign all documents on behalf of the Association.

The Board may establish committees for any purpose related to the business of the Association. The members of a committee need not be members of the Board. Committees are subject at all times to the direction and control of the Board.

Section 3. Executive Board - The Executive Board shall be the body that oversees the day-to-day operation of the Facility and shall consist of the Officers of the Board as defined in Article II Section 2 and an additional appointed member representing Maplewood. If a member of the Executive Board is also Maplewood's Board Member, no additional appointment is necessary.

Section 4. Operating Committee.

There shall be appointed by the Board an Operating Committee, consisting of a fire training officer for each Member which is a fire fighter participant. The Operating Committee shall be responsible for identifying training needs, working with the Coordinator to schedule curricula and training sessions, insuring proper supplies, coordinating the maintenance of the Facility, and developing an Operating Budget for submission to the Board for approval. The Operating Committee will be responsible for the development of the operating policy for the Facility and shall forward recommendations with respect to the Facility to the Board as appropriate.

Section 5. Fiscal Matters.

The Board shall designate one of the Members to act as Fiscal Agent for the Association. The Fiscal Agent shall have custody of the Association's funds, shall pay its bills, shall keep its financial records, and generally conduct the financial affairs of the Association. The Fiscal Agent shall be responsible for such other matters as shall be delegated to it by the Board. Maplewood is hereby appointed as Fiscal Agent until such time as a successor fiscal agent is appointed by the Board.

Any Member may inspect and copy the Association's books and records at any and all reasonable times. All books and records of the Association shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota cities.

The Fiscal Agent shall prepare annual financial statements of the Association. A copy of such annual financial statements shall be distributed to each of the Members.

Section 6. Operating Budget.

On or before May 1 of each year, the Board shall prepare and approve a budget for the operation of the Facility for the next calendar year. A copy of the operating budget and a breakdown of each Member's share of the operating cost, using the Cost Sharing Formula, shall be forwarded to each Member by May 15. Each Member shall be responsible for the payment of its share of the operating costs of the Facility. All Member fees will be paid by January 15 of each year. If fees are not paid within 30 days, a late fee of one percent will be assessed to the Member. Fee payments not made within 90 days will come before the Board for action. Failure of a Member to pay its proportional share of the operating costs, or additional expenses unanimously approved by the Board shall be grounds for removal of the Member from the Association. To the extent possible, expenses that are exclusively related to one public safety vocation (police or fire) shall be stated separately with the assessment allocated to Members who are participating members for that vocation, including Public Safety Consumables which shall be stated separately and assessed against the Member actually using those items.

Section 7. Facility Coordinator.

A person shall be appointed by the Board to act as the Coordinator for the Facility. The Coordinator shall be an employee of one of the Members and the Member employing the Coordinator shall be entitled to reimbursement for the Coordinator's wages, benefits and other payroll related expenses under guidelines established by the Board. The Coordinator shall be responsible for the day to day operation and maintenance of the Facility and other responsibilities as assigned by the Board. The Coordinator shall be responsible for managing rental agreements from any Non-Member Users which desires to utilize the Facility for training purposes.

Section 8. Major Improvements.

If recommended by the Operations Committee and approved by the Board in advance and ratified by the governing body of each of the Members, the costs of all major capital additions and improvements to the Facility shall be assessed against each Member based upon the Cost Sharing Formula. Where a Major Improvement is only related to one public safety vocation (police or fire), the costs shall only be allocated against the participating Members for that vocation.

Section 9. Liability and Insurance.

The Association is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Association shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board in carrying out the terms of this Agreement.

This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party.

The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

Any excess or uninsured liability shall be borne equally by all Members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

The Association shall purchase insurance in forms and amounts to adequately protect its insurable interests in the value of the Facility and all other property of the Association against perils of fire, theft, vandalism and Acts of God, and to protect the financial interests of the Association, the Members and their agents and employees, against all claims or lawsuits, including expenses and attorney fees, arising from the ownership, design, operation, and maintenance of the Facility. The policy limits, terms and conditions shall be acceptable to each Member. Costs of insurance shall be included in the Operating Budget.

The Board shall continually assess the need for other policies of insurance deemed necessary and appropriate by the Board to protect the property of Association, to protect the Association from claims and to protect the Members of the Association from any claims that might be made against them by virtue of their participation in the Association and operation of the Facility.

Section 10. Facility Use.

Each Member shall be entitled to use of the Facility subject to advance scheduling through the Coordinator under the rules and guidelines established by the Operating Committee.

By January 1 of each year, each Member will provide a department list to the Board with the names of each firefighter for the purpose of determining the number of firefighters per department to be used in the fee calculation. Members will pay based on the number of firefighters in their agency for the year. Members will have access to the Facility 365 day per year, subject to scheduled availability, first priority for Facility scheduling, and a seat on the Board that governs the operation of the Facility.

Section 11. Use By Other Public Safety Agencies.

The Board may establish guidelines and policies for use of the Facility by other Non-Member Users for a rental fee. The Coordinator shall implement the guidelines for use of the Facility and shall be in charge of scheduling and collection of rents and fees. Rental use by Non-Member Users shall not conflict with scheduled activity by any Member. Any rents or fees collected in excess of the yearly operating expenses may at the Board's discretion, be retained for repair or improvements to the Facility, future operating expenses, or returned to the Members in proportion to the Cost Sharing Formula.

By January 1 of each year, each Non-Member User will determine the estimated number of training hours to be prepaid for their agency for the upcoming year from the blocks listed. Non-Member User will have second priority for Facility scheduling, training provided for an agency Site Manager, and reduced hourly rates based on the number of hours selected.

ARTICLE III

Section 1. Addition of Members to Association.

Additional Members may be added to the Association upon a majority vote of the Board and the ratification by the governing bodies of all Members.

Any city or public safety agency which becomes a Member at any time during the year will be charged based on the JPA fee schedule as established by the board will be prorated based on the number of months left in that year.

If during that year a Member department adds or loses a firefighter, there will be no refund for a reduction of firefighters nor will there be an added charge for additional firefighters in that year.

Section 2. Withdrawal from Association.

Any Member may withdraw from the Association by giving written notice of intent to withdraw directed to the attention of the Board members not later than January 1 of the preceding year. A Member's notice of intent to withdraw shall be accompanied by a certified copy of a resolution of the Member's governing body stating its intent to withdraw from the Association. The withdrawing Member shall not be entitled to any refund for its share of the capital costs or fees or operating costs paid under this Agreement. The withdrawing Member waives any and all rights and interest in the Facility as of the date of withdrawal. Any withdrawing Member shall also be responsible for its proportionate share of outstanding operating costs of the Facility through the end of the calendar year in which it gives notice of intent to withdraw.

A withdrawing Member shall not be relieved of responsibility for any foreseen or unforeseen liabilities that may have accrued while they were a Member of the Association, including, but not limited to the cost of clean-up of any hazardous substance from the Facility. A

withdrawing Member shall have no claim to assets of the Association including excess fees or rents collected under Article II, Section 10.

Section 3. Dissolution.

Upon unanimous approval by the Members and ratification of the governing bodies of all Members, a dissolution of this Association may be adopted, at which time the liabilities of the Association shall be satisfied from the assets of the Association. The Members further agree that they will share in the cost of clean-up of any hazardous substance caused or created by the Members' usage of the Facility. Full use and operation of the Facility shall then revert to Maplewood, and all remaining assets shall be divided among the Members at the time of dissolution based on the Cost Sharing Formula.

Section 4. Assignment.

A Member shall not assign or transfer its rights and obligations under this Agreement without the prior unanimous written consent of all other Members and the ratification by the elected bodies of all Members.

Section 5. Amendment.

This Agreement may be amended upon adoption by the Board and approval by the governing body of all Members.

ARTICLE IV.

Section 1. Location of Public Safety Training Facility.

The Association shall provide for the equipping and operation of the Facility. The Facility shall be constructed on property owned by Maplewood and located at 1881 Century Ave North in the vicinity of the intersection of Washington County CSAH 14 and MN Highway 120 to the west within the corporate limits of Maplewood as more specifically described in Exhibit A hereto. The Association has previously entered into a long term ground lease with Maplewood covering the Facility and the real estate upon which the Facility is located for a term of 30 years as indicated in Exhibit B. The lease shall provide for renewal for successive ten year periods at the option of the Association.

Section 2. Ownership of the Public Safety Training Facility.

Maplewood is the fee owner of the Facility and the real estate upon which the Facility is constructed.

Section 3. Supersedes Previous Agreements.

This Agreement supersedes and replaces those previous agreements and constitutes the single joint powers agreement among the parties pertaining to the Facility.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers by authority of their respective governing bodies.

CITY OF MAPLEWOOD

Mayor Marylee Abrams
Marylee Abrams (Sep 25, 2025 15:02:56 CDT)

City Manager Michael Sable

Date: 09/25/2025

CITY OF NORTH ST. PAUL

Mayor _____

City Manager _____

Date: _____

CITY OF LAKE ELMO

Mayor _____

City Clerk _____

Date: _____

CITY OF OAKDALE

Mayor _____

City Clerk _____

Date: _____

CITY OF COTTAGE GROVE

Mayor _____

City Clerk _____

Date: _____

Signature Request Form

Directions:

- Check the boxes below to indicate required signatures and action (notarize or seal)
- Upload document requiring signatures

Name of Agreement/Contract/Document * East Metro Training Facility Joint Powers Agreement
*This name will be used to file the document in Laserfiche

Attach Document for Signatures * G3 East Metro Public Safety Training Facility JPA Report.pdf 1.58MB

Pages where Initials/Signatures Req'd

Department/Division * Fire

Date Presented to Council	Agenda Report #	Recommended By
9/22/2025	G3	Michael Mondor, Fire/EMS Chief

Signatures Req'd *

- ☒ Mayor
☒ City Manager
☐ City Clerk
☐ City Attorney
☐ Other

Other Required Actions

- ☐ Corporate Seal
☐ Notarize

External Signatures Required ☐ Yes

Special Instructions

Submitted By	Date
Johanna Mouton	9/25/2025 10:55:46 AM

G3 East Metro Public Safety Training Facility

JPA Report

Final Audit Report

2025-09-25

Created:	2025-09-25
By:	Lois Knutson (Lois.Knutson@maplewoodmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdKfNdRvWTBj3BZ9IbzLMt7S9wwlxkD-

"G3 East Metro Public Safety Training Facility JPA Report" History

-  Document created by Lois Knutson (Lois.Knutson@maplewoodmn.gov)
2025-09-25 - 6:11:20 PM GMT
-  Document emailed to Michael Sable (michael.sable@maplewoodmn.gov) for signature
2025-09-25 - 6:11:29 PM GMT
-  Document emailed to Marylee Abrams (marylee.abrams@maplewoodmn.gov) for signature
2025-09-25 - 6:11:29 PM GMT
-  Email viewed by Michael Sable (michael.sable@maplewoodmn.gov)
2025-09-25 - 6:31:19 PM GMT
-  Document e-signed by Michael Sable (michael.sable@maplewoodmn.gov)
Signature Date: 2025-09-25 - 6:31:41 PM GMT - Time Source: server
-  Email viewed by Marylee Abrams (marylee.abrams@maplewoodmn.gov)
2025-09-25 - 8:02:36 PM GMT
-  Document e-signed by Marylee Abrams (marylee.abrams@maplewoodmn.gov)
Signature Date: 2025-09-25 - 8:02:56 PM GMT - Time Source: server
-  Agreement completed.
2025-09-25 - 8:02:56 PM GMT



City Council Action Request

7.V.

Meeting Date 12/17/2025

Department Community Development

Agenda Category Action Item

Title City of Cottage Grove Fair Housing Policy

Staff Recommendation Adopt Resolution 2025-193 approving the City of Cottage Grove Fair Housing Policy.

Budget Implication N/A

Attachments

1.	Fair Housing Policy CC Memo
2.	Fair Housing Policy Resolution 2025-193
3.	Fair Housing Policy Cottage Grove



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

From: Samantha Pierret, Senior Planner

Date: December 10, 2025

Subject: Adopt City of Cottage Grove Fair Housing Policy

Introduction/Background

Part of accepting the \$785,000 of Livable Communities Demonstration Account (LCDA) funding through the Metropolitan Council for the Hadley Ridge Apartments project requires the City to adopt a Fair Housing Policy. The Fair Housing Policy is a commitment by the City to ensure fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the City. Various practices including online resources, housing analyses, and community engagement are included to achieve these objectives.

The city currently follows these standards, including completion of a Housing Market Study in 2025 and zoning code rewrite in 2024 to support diversity of housing through development, as well as provided resources and collaboration with Washington County CDA.

Recommendation

Adopt Resolution 2025-193 approving the City of Cottage Grove Fair Housing Policy.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-193

**A RESOLUTION APPROVING THE FAIR HOUSING POLICY
FOR THE CITY OF COTTAGE GROVE**

WHEREAS, the City Council of the City of Cottage Grove finds it necessary to approve a policy clearly stating the City's commitment to fair and equal housing opportunities in the City; and

WHEREAS, the City Council has further determined that a Fair Housing Policy is required to be adopted in order to accept Livable Communities Demonstration Account Development Grant dollars.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove hereby approves the City of Cottage Grove, Minnesota Fair Housing Policy.

Adopted this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

City of Cottage Grove, Minnesota

Fair Housing Policy

Adopted: December 17, 2025

1. Purpose/Vision

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to assure equal housing opportunities for all citizens. Furthermore, the City of Cottage Grove (“the City”), as a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, is obligated to certify that it will affirmatively further fair housing. The City is committed to meeting this obligation, and has developed this Fair Housing Policy to further that goal.

2. Fair Housing Policy Statement

It is the policy and commitment of the City to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistances, familial status, national origin, or disability. This shall be done through external policies that provide meaningful access to all constituents and fair housing informational and referral services; and internal practices and procedures that do not discriminate and that affirmatively further fair housing.

3. External Practices

a. Meaningful Access

- i. **Online Information.** The City will have information about fair housing prominently displayed on the City’s website. The website page will provide a link to the Minnesota Department of Human Rights. The webpage will also have links to various fair housing resources, including the Department of Housing and Urban Development, Washington County CDA, and others.
- ii. **In-Person Information.** The City will provide fair housing information to anyone requesting such information at the city offices. Community Development Department staff will provide information of the online web page for fair housing resources.
- iii. **Languages.** The City is committed to providing information in the native language of its residents. Therefore, if the City’s website translation tool does not provide translation in a native language, then the City will direct individuals to appropriate translation services that are available.

4. Internal Practices

The City commits to the following steps to promote awareness and sensitivity to fair housing issues in all of its government functions.

- a. **Staff Training** - The City will continue to train its staff and officials on fair housing considerations.
- b. **Housing Analysis** - The City will review its housing inventory periodically to examine the affordability of both rental and owner-occupied housing to inform future City actions.
- c. **Code Analysis** - The City will review its municipal code periodically, with specific focus on ordinances related to zoning, building and occupancy standards, to identify any potential for disparate impact or treatment.
- d. **Project Planning and Analysis** - The City planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.
- e. **Community Engagement** - The City commits to ongoing community engagement. Specifically, the City commits to utilizing engagement best practices to engage with the community regarding potential housing projects, zoning changes, and other land use planning decisions.
- f. **Affirmatively Furthering Fair Housing** - As a recipient of federal funds, the City agrees to participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council. The City will consider integrating the recommendations and action plan into city planning documents, including the Consolidated Plan, the Comprehensive Plan, and other applicable documents.



City Council Action Request

7.W.

Meeting Date 12/17/2025

Department Community Development

Agenda Category Action Item

Title Metropolitan Council System Statement Appeal

Staff Recommendation Adopt Resolution 2025-194 appealing the Metropolitan Council's System Statement.

Budget Implication N/A

Attachments

1.	Met Council System Statement Appeal CC Memo
2.	Met Council Hearing Request Resolution 2025-194



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

From: Emily Schmitz, Community Development Director

Date: December 10, 2025

Subject: Metropolitan Council System Statement Appeal

Introduction/Background

The City was in receipt of the Metropolitan Council's System Statement on September 25, 2025. An appeal to the forecast and other inconsistencies within the Statement was submitted to the Metropolitan Council on October 24, 2025.

Met Council staff attempted to work with the City to evaluate the inconsistent forecasts to align with the City's forecasts in the 2040 Comprehensive Plan. The City provided an additional letter dated November 24, 2025, to Metropolitan Council staff.

The City continues to work with the Met Council to adjust the forecasts; however, the City has not been in receipt of an amended system statement, and the Metropolitan Council has not resolved the differences prior to the 60-day expiration. Therefore, the City is requesting a hearing to secure corrections and amendments to the system statement.

Recommendation

Adopt Resolution 2025-194 appealing the Metropolitan Council's System Statement.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-194

**A RESOLUTION APPEALING THE ACTIONS OF THE METROPOLITAN COUNCIL,
REQUESTING THAT A HEARING BE CONDUCTED BY THE STATE OFFICE OF
ADMINISTRATIVE HEARINGS FOR THE PURPOSE OF AMENDMENTS TO THE
METROPOLITAN COUNCIL’S SYSTEM STATEMENT**

WHEREAS, The City has received a “system statement” from the Metropolitan Council on September 25, 2025, and;

WHEREAS, the system statement includes forecasts for population, households, employment, and sewer flow for the purpose of preparing amendments to the City’s Comprehensive Plan; and

WHEREAS, City and the Metropolitan Council have 60 days following the receipt of the system statement to resolve any differences between the City and the Metropolitan Council related to the system statement; and

WHEREAS, the City submitted a letter appealing the proposed forecasts on October 24, 2025; and

WHEREAS, the forecasts are inconsistent with the City’s and the Metropolitan Council’s growth projections and planning for previous Comprehensive Plans, are arbitrary, ad hoc and capricious and otherwise improper or improperly based; and

WHEREAS, it is the City’s understanding from Metropolitan staff that, among other things, the forecasts are being influenced by inappropriate factors; and

WHEREAS, the City has advised the Metropolitan Council of the differences that the City has with the Metropolitan Council’s system statement forecasts in letters dated October 24, 2025, and November 24, 2025, but the City and the Metropolitan Council have not resolved the differences.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby requests a hearing be conducted for the purpose of securing corrections and amendments to the system statement.

Passed this 17th day of December 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.X.

Meeting Date 12/17/2025

Department Parks and Recreation

Agenda Category Action Item

Title MN DNR Outdoor Recreation Grant Application – Hamlet Park Skate Park Rehabilitation and Peterson Park Development Projects

Staff Recommendation 1) Authorize resolution 2025-186 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Hamlet Park Skate Park rehabilitation. 2) Authorize resolution 2025-187 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Peterson Park development project.

Budget Implication A 50% match is required for any funding request. The match portion may consist of cash or value of labor and equipment.

Attachments	1.	Council Memo - Hamlet-Peterson Grant Application
	2.	Resolution-Hamlet Outdoor Rec Grant
	3.	Resolution- Peterson Park Outdoor Rec Grant



To: Honorable Mayor and City Council
From: Zac Dockter, Parks and Recreation Director
CC: Jennifer Levitt, City Administrator
Date: 12/3/25
Subject: MN DNR Outdoor Recreation Grant Application – Hamlet Park Skate Park Rehabilitation and Peterson Park Development Projects

Introduction/Background

The MN Department of Natural Resources has established the Outdoor Recreation Grant program to increase and enhance outdoor recreation facilities in local and community parks throughout the state. The grant provides local units of government up to 50% of the cost of development of local parks and recreation areas. Parks and Recreation staff believe the Hamlet Park skate park rehabilitation and Peterson Park development projects both meet all the grant requirements and would be a good candidates for application.

Background

The City is actively developing a master plan to revitalize the very popular skate park at Hamlet Park. The plan will include converting the skating surface to concrete along with repair/replacement of existing surface mounted features as well as providing new features to create a new skating experience.

Peterson Park is a new park located within the Lochridge housing development west of Jamaica Avenue and north of 70th Street. The park plan includes almost 40 acres of public land. Peterson Park is planned to include a future trailway lake loop, playground, picnic shelter, parking lot, viewing dock, recreational turf space and ample acres of habitat preservation surrounding the lake.

The Outdoor Recreation grant awards financial assistance up to \$350,000. A 50% match is required for any funding request. The match portion may consist of cash or value of labor and equipment. \$400,000 is currently budgeted in the Park Improvement Fund (570) for 2026 and 2027 for the Hamlet Park skate park while \$500,000 is budgeted for Peterson Park development. For planning purposes, staff is requesting authorization to apply for the maximum grant amount (\$350,000) for both projects.

Recommendation

1. Authorize resolution 2025-186 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Hamlet Park Skate Park rehabilitation project.
2. Authorize resolution 2025-187 for application to the MN Department of Natural Resources Outdoor Recreation Grant Program for an amount up to \$350,000 to be used for the Peterson Park development project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-186

**RESOLUTION APPROVING MN DEPARTMENT OF NATURAL RESOURCES
OUTDOOR RECREATION GRANT AGREEMENT FOR HAMLET SKATE
PARK REHABILITATION PROJECT**

BE IT RESOLVED that the City of Cottage Grove act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2026 and that Zac Dockter is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Cottage Grove.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Cottage Grove has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Cottage Grove has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Cottage Grove has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Cottage Grove may enter into an agreement with the State for the above-referenced project, and that the City of Cottage Grove certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Zac Dockter is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Cottage Grove on this 17th day of December 2025.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-186

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-187**

**RESOLUTION APPROVING MN DEPARTMENT OF NATURAL RESOURCES
OUTDOOR RECREATION GRANT AGREEMENT FOR PETERSON PARK
DEVELOPMENT PROJECT**

BE IT RESOLVED that the City of Cottage Grove act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2026 and that Zac Dockter is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Cottage Grove.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Cottage Grove has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Cottage Grove has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Cottage Grove has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Cottage Grove may enter into an agreement with the State for the above-referenced project, and that the City of Cottage Grove certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Zac Dockter is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Cottage Grove on this 17th day of December 2025.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-187**

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.Y.

Meeting Date	12/17/2025						
Department	Parks and Recreation						
Agenda Category	Action Item						
Title	MN DNR Local Trail Connections Grant Application – Peterson Park & Military Trail Head						
Staff Recommendation	1) Authorize resolution 2025-188 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Peterson Park trail construction. 2) Authorize resolution 2025-189 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Military Trail Head trail construction.						
Budget Implication	A 25% cash match (about \$85,000) is required to receive full funding per grant.						
Attachments	<table><tr><td>1.</td><td>Council Memo - Peterson Trail Grant Application</td></tr><tr><td>2.</td><td>Resolution - Grant Application-Peterson Park</td></tr><tr><td>3.</td><td>Resolution - Grant Application-Military Trail</td></tr></table>	1.	Council Memo - Peterson Trail Grant Application	2.	Resolution - Grant Application-Peterson Park	3.	Resolution - Grant Application-Military Trail
1.	Council Memo - Peterson Trail Grant Application						
2.	Resolution - Grant Application-Peterson Park						
3.	Resolution - Grant Application-Military Trail						



To: Honorable Mayor and City Council
From: Zac Dockter, Parks and Recreation Director
CC: Jennifer Levitt, City Administrator
Date: December 2, 2025
Subject: MN DNR Local Trail Connections Grant Application – Peterson Park & Military Trail Head

Introduction/Background

The MN Department of Natural Resources has established the Local Trail Connections Grant program in an effort to complete trail connections between where people live and significant public resources. Historically, priority has been given to projects that seek to develop residential connections to state/regional facilities and to link to existing trail systems. The grant provides local units of government up to \$250,000 towards the cost of trail construction. Funds are sourced from a portion of the \$1.1 million from “In Lieu Of” lottery proceeds available for three Park and Trail grant programs. Additional state Environmental and Natural Resources Trust Fund dollars may be recommended by the Legislative Citizens Commission on Minnesota Resources (LCCMR). Parks and Recreation staff believe the Peterson Park and Military Trail Head master plans meet all grant requirements and would be a good candidates for this application.

Background

The Local Trail Connections grant awards financial assistance up to \$250,000 per project. A 25% cash match (about \$85,000) is required to receive full funding. With an anticipated project budget of \$380,000, the cost share obligation will be met. Applications are due March 31, 2026 with award recipients being notified in June of 2026. If the grant application is successful, the City would have between August of 2026 to June of 2028 to construct the park trails. Staff is requesting authorization to apply for the maximum grant amount (\$250,000) for both projects.

Recommendation

1. Authorize resolution 2025-188 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Peterson Park trail construction.
2. Authorize resolution 2025-189 to apply for the MN Department of Natural Resources Local Trail Connections Grant Program for up to \$250,000 to be used for Military Trail Head trail construction.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-188**

**RESOLUTION APPROVING MN DEPARTMENT OF NATURAL RESOURCES
LOCAL TRAIL CONNECTIONS GRANT APPLICATION FOR PETERSON
PARK**

WHEREAS, the City of Cottage Grove supports the grant application to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct one (1) mile of paved trail for the Peterson Park lake trail. The lake trail is located within 40 acres of Peterson Park.

WHEREAS, the City of Cottage Grove recognizes that it has secured 25% in non-state cash matching funds for this project,

NOW, THEREFORE, BE IT RESOLVED, if the City of Cottage Grove is awarded a grant by the Minnesota Department of Natural Resources, the City of Cottage Grove agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Cottage Grove will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Cottage Grove names the fiscal agent for the City of Cottage Grove for this project as:

Zac Dockter
Parks and Recreation Director
12800 Ravine Parkway South
Cottage Grove, MN 55016
zdockter@cottagegrovemn.gov 651-455-2808

BE IT FURTHER RESOLVED, the City of Cottage Grove hereby assures the Peterson Park Lake Trail will be maintained for a period of no less than 20 years.

Passed this 17th day of December 2025.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-188**

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-189**

**RESOLUTION APPROVING MN DEPARTMENT OF NATURAL RESOURCES
LOCAL TRAIL CONNECTIONS GRANT APPLICATION FOR MILITARY TRAIL
HEAD**

WHEREAS, the City of Cottage Grove supports the grant application to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct a trail head for the Military trail.

WHEREAS, the City of Cottage Grove recognizes that it has secured 25% in non-state cash matching funds for this project,

NOW, THEREFORE, BE IT RESOLVED, if the City of Cottage Grove is awarded a grant by the Minnesota Department of Natural Resources, the City of Cottage Grove agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Cottage Grove will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Cottage Grove names the fiscal agent for the City of Cottage Grove for this project as:

Zac Dockter
Parks and Recreation Director
12800 Ravine Parkway South
Cottage Grove, MN 55016
zdockter@cottagegrovemn.gov 651-455-2808

BE IT FURTHER RESOLVED, the City of Cottage Grove hereby assures the Military Trail Head will be maintained for a period of no less than 20 years.

Passed this 17th day of December 2025.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2025-189**

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.Z.

Meeting Date 12/17/2025

Department Community Development

Agenda Category Action Item

Title Livable Communities Act Grant Agreement – Real Estate Equities Apartment Project (Hadley Ridge Apartments)

Staff Recommendation Authorize the Metropolitan Livable Communities Act Grant Agreement for \$785,000 to be used for the Hadley Ridge Apartments project.

Budget Implication N/A

Attachments

1.	Real Estate Equities LCA Grant Agreement CC Memo
2.	Real Estate Equities LCA Grant Agreement



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

From: Samantha Pierret, Senior Planner

Date: December 10, 2025

Subject: Livable Communities Act Grant Agreement – Real Estate Equities Apartment Project (Hadley Ridge Apartments)

Introduction/Background

On June 18, 2025, the City Council approved the Site Plan Review, Comprehensive Plan Amendment, and Zoning Amendment (Resolutions 2025-083, 2025-082, and Ordinance 1101) for the Real Estate Equities 164-unit multi-family rental apartment project proposed at 10015 Hamlet Avenue (Hadley Ridge Apartments).

Resolution 2025-092 was also approved on June 18, supporting dedication of City Local Affordable Housing Aid (LAHA) funds for 2024, 2025, and 2026 for the project in an estimated total amount of \$785,000. Real Estate Equities continued to seek out funding support opportunities and on July 30, 2025, the City Council approved Resolution 2025-108 authorizing the City to submit an application for Livable Communities Demonstration Account (LCDA) funding of \$785,000 through the Metropolitan Council.

On November 19, 2025, the City Council approved the LAHA funding agreement for \$916,000. The increased amount was due to increased construction costs. Also on November 19, 2025, Council approved Resolution 2025-160 authorizing the issuance, sale, and delivery of its multi-family housing revenue bonds in an amount not to exceed \$50,000,000.

The Hadley Ridge project was selected for \$785,000 of LCDA grant funding. The City will be responsible for distributing the funds to the developer and reporting to the Met Council. The funds will be structured as a loan from the City. A loan agreement will be brought forward in 2026 for Council consideration. The funds from this grant may be used for work through December 31, 2028.

Recommendation

Authorize the Metropolitan Livable Communities Act Grant Agreement for \$785,000 to be used for the Hadley Ridge Apartments project.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

GRANTEE: City of Cottage Grove		GRANT NO. SG-25119
PROJECT: Hadley Ridge Apartments		
GRANT AMOUNT: \$785,000		CYCLE: 2025
COUNCIL ACTION: November 12, 2025		EXPIRATION DATE: December 31, 2028

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County, or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Council awarded Livable Communities Demonstration Account grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this Section have the meanings given them in this section unless otherwise provided or indicated by the context.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

- (a) **Commenced.** For the purposes of Sections 2.08 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, “Project” means the development or redevelopment project identified in the application for Demonstration Account funds for which grant funds were requested that through its design and execution will deliver benefits such as housing, connections, and jobs to the region. Grant-funded activities typically are components of the Project.
- (i) **Redeployment of Repaid Grant Funds.** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.
- (j) **Repaid Grant Funds.** “Repaid Grant Funds” means repaid loan principal and interest grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan pursuant to Sections 2.05 and 2.06 of this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02 Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the LCDA Development grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or \$100,000, whichever is less. A Project summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Except for reimbursement for real estate acquisition and holding costs as provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that suballocates low-income housing tax credits in the Metropolitan Area.
- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, when the Grantee receives Repaid Grant Funds and elects Redeployment of Repaid Grant Funds the Grantee shall report Redeployment of Repaid Grant Funds in the next annual Housing Policy and Production Survey.
- (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term "Project Owner" means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council will not make the grant funds available to the Grantee in a lump sum payment but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that suballocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) whenever the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; and (3) if noncompliance with low-income housing tax credit

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. Except as otherwise provided in this Paragraph (g), the Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan.

As an alternative to such loan proceeds recovery, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee must repay to the Council all interest or other income the Grantee receives from the Project Owner. Alternatively, the Grantee may elect redeployment of interest or other income received from the Project Owner. If the Grantee elects redeployment of such interest or other income so received, the Grantee shall report such redeployment in its next annual Housing Policy and Production Survey. Upon the Council's review of any such redeployment identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such interest or other funds if, after review, the Council determines such redeployment of does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the interest or other income received from the Project Owner. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.06. Revolving or Deferred Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachments A and B.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

2.07. Restrictions on Loans or Grants to Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrants, subrecipient agreements, and contracts.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachments A and B.

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council’s obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Requests, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council’s online grant management system and reviewed and approved by the Council’s authorized agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE**

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE (OR PARTICIPATING MUNICIPALITY WITHIN WHICH THE PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachments A and B.

2.13. Effect of Grant. Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this Section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")) or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this Section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this Section shall survive the expiration or termination of this Agreement.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD"), or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

3.03. Section 8 Housing Choice Vouchers. If the Project is a housing project, or includes housing units (whether market rate or affordable), and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.04. Fair Housing Policy. If the Project will include a housing component, the Grantee (or participating Municipality) must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the Grantee’s (or participating Municipality’s) commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee’s premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A and B. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01 Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL**

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund*

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, local governmental, and regulatory agencies, including conservation districts.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

6.06. Subgrantees, Contractors, and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations. If the Project for which the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07 Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment requests, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF COTTAGE GROVE

METROPOLITAN COUNCIL

By: _____
Title: _____
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Community Development Division
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
City Attorney's Office
Date: _____

ATTACHMENT A
PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.

Livable Communities Project Summary

Grant # SG-25119
Type: LCDA Development
Applicant: City of Cottage Grove
Project Name: Hadley Ridge Apartments
Project Location: 10015 Hamley Avenue
Council District: 12 - Jenkins

Project Detail	
Project Overview	This project will create 164 units of mixed-income housing, many of which are two- and three-bedroom units to accommodate families.
Total Jobs	3
Living Wage Jobs	3
Total housing units	164
Affordable units	140; 3 @ <30% AMI; 15 @ 31-50% AMI; 122 @ 51-60% AMI
Anticipated # bedrooms	30 1BR; 88 2BR; 46 3BR
Funding	
Requested Amount	\$785,000
Use of Funds & Award Amount	
\$785,000	Award Amount
\$785,000	Activities: Renewable energy, stormwater management, pedestrian improvements, affordable housing amenities Deliverables: Solar and EV charging, resident amenities, a connecting trail, and two stormwater infiltration basins

ATTACHMENT B
PROJECT LOCATION(S)

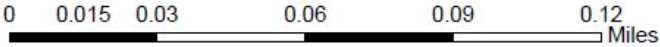
This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Project boundaries.

Project Location(s)

LCA Aerial LCDA Project: Hadley Grove Apartments | Map ID: 1754327746337



- TOD Area
- Project
- Parcels



Created: 8/4/2025
LandscapeLCA4



For complete disclaimer of accuracy, please visit
<https://giswebsite.metc.state.mn.us/gis/notice.aspx>





City Council Action Request

7.AA.

Meeting Date 12/17/2025

Department Engineering

Agenda Category Action Item

Title East Point Douglas Road and Jamaica Avenue Reconstruction - Final Payment

Staff Recommendation Adopt Resolution 2025-191 approving the final payment in the amount of \$176,486.98 to Meyer Contracting, Inc. for the East Point Douglas Road and Jamaica Avenue Reconstruction Project.

Budget Implication \$176,486.98 - State Aid, LRIP Grant Funding, Utility Funds, General Levy

Attachments

1.	Memo - East Pt Douglas Final Pay
2.	RESOLUTION
3.	0N1.123273_Pay Application 17 Final Package
4.	0N1.123273_Lien Waivers_IC134_Consent of Surety_Warranty Bond



Real People. Real Solutions.

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

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

December 5, 2025

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

RE: Contractor's Pay Request No. 17 and Final
East Point Douglas and Jamaica Ave. Reconstruction and Signal Modifications

Dear Mr. Sponholz:

Attached is the signed copy of the Contractors Pay Request No. 17 and Final for the East Point and Jamaica project. Also included are the IC 134 forms, Lien Waivers, Warranty Bond, and Consent of Surety as submitted by the Contractor. The Contractor for this project is Meyer Contracting.

REVIEW OF PROJECT HISTORY

The contractor began this project in April of 2023, and the project was substantially completed in October of 2024. The contractor returned in the Spring of 2025 to complete the remaining Inspection Notice work and restoration.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$8,592,152.15. A change order was included in the project in the amount of \$334,103.95 for additional streetlighting improvements, resulting in a revised contract amount of \$8,926,256.10. The final construction cost as shown is \$8,439,612.37, which is \$486,643.73 less than the revised contract amount. The project underrun was due to underruns to items for subgrade corrections in the amount of \$165,355.79, watermain valve evaluations and repairs in the amount of \$136,282, and loam topsoil borrow, that were not needed, plus other minor quantity discrepancies.

RECOMMENDATION

Meyer Contracting in accordance with the contract plans and specifications, has satisfactorily completed the work. Therefore, it is recommended that final payment of \$176,486.98 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

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

Sincerely,

Bolton & Menk, Inc.

Jamie Helling
Municipal Construction Project Representative

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-191

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$176,486.98 TO MEYER CONTRACTING INC. FOR THE EAST POINT
DOUGLAS AND JAMAICA AVENUE RECONSTRUCTION PROJECT**

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

WHEREAS, the original total contract amount was \$8,592,152.15, and later revised with a change order to be \$8,926,256.10 to account for additional streetlighting improvements. The final construction cost was \$8,439,612.37, which is \$486,643.73 less than the contract amount. The decreased construction cost was due to item underruns within project scope; 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 \$176,486.98 is paid to Meyer Contracting Inc. for the final payment for the East Point Douglas and Jamaica Avenue Reconstruction Project.

Passed this 17th day of December, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Contractor's Application for Payment

Owner: City of Cottage Grove Owner's Project No.: _____
Engineer: Bolton & Menk, Inc. Engineer's Project No.: ON1.123273
Contractor: Meyer Contracting, Inc. Agency's Project No.: _____
Project: East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications
Contract: _____

Application No.: 17 and Final Application Date: 12/5/2025
Application Period: From 5/14/2025 to 12/2/2025

1. Original Contract Price	\$	8,592,152.15
2. Net change by Change Orders	\$	334,103.95
3. Current Contract Price (Line 1 + Line 2)	\$	8,926,256.10
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	8,439,612.37
5. Retainage		
a. <u> </u> X <u>\$ 8,439,612.37</u> Work Completed	\$	-
b. <u> </u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	8,439,612.37
7. Less previous payments	\$	8,263,125.39
8. Amount due this application	\$	176,486.98
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

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

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

Contractor: Meyer Contracting, Inc.

Signature: [Signature]
Name: Joshua Lindgren

Date: 12/05/2025
Title: Project Manager

Recommended by Bolton & Menk, Inc.

Approved by City of Cottage Grove

Signature: [Signature]
Name: James P. Helling
Title: Construction Project Representative
Date: 12/5/2025

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

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:		17 and Final		Application Period:		From		05/14/25		to		12/02/25		Application Date: 12/05/25			
A	B			C	D	E	F	F1	F2	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
BASE BID																	
1	EARLY COMPLETION INCENTIVE	1.00	LS	80,000.00	80,000.00	1.00	80,000.00	1.00	80,000.00		80,000.00	100%	-				
2	MOBILIZATION	1.00	LS	366,000.00	366,000.00	0.90	329,400.00	1.00	366,000.00		366,000.00	100%	-				
3	CLEARING	31.00	EA	209.00	6,479.00	37.00	7,733.00	37.00	7,733.00		7,733.00	119%	(1,254.00)				
4	GRUBBING	83.00	EA	139.00	11,537.00	72.00	10,008.00	72.00	10,008.00		10,008.00	87%	1,529.00				
5	REMOVE PAVEMENT MARKINGS	2,940.00	LF	0.80	2,352.00	7,093.00	5,674.40	7,093.00	5,674.40		5,674.40	241%	(3,322.40)				
6	REMOVE PAVEMENT MESSAGES	1,520.00	SF	2.60	3,952.00	1,848.73	4,806.70	1,848.73	4,806.70		4,806.70	122%	(854.70)				
7	REMOVE HYDRANT	2.00	EA	732.00	1,464.00	2.00	1,464.00	2.00	1,464.00		1,464.00	100%	-				
8	REMOVE CATCH BASIN OR MANHOLE	20.00	EA	636.50	12,730.00	21.00	13,366.50	21.00	13,366.50		13,366.50	105%	(636.50)				
9	REMOVE SIGNAL SYSTEM	1.00	EA	12,407.00	12,407.00	1.00	12,407.00	1.00	12,407.00		12,407.00	100%	-				
10	REMOVE VALVE AND BOX	2.00	EA	244.50	489.00	4.00	978.00	4.00	978.00		978.00	200%	(489.00)				
11	REMOVE 6" DIP WATERMAIN	40.00	LF	19.50	780.00	34.00	663.00	34.00	663.00		663.00	85%	117.00				
12	REMOVE 18" DIP WATERMAIN	250.00	LF	19.50	4,875.00	247.00	4,816.50	247.00	4,816.50		4,816.50	99%	58.50				
13	REMOVE 12" RCP STORM SEWER	294.00	LF	14.75	4,336.50	305.00	4,498.75	305.00	4,498.75		4,498.75	104%	(162.25)				
14	REMOVE 15" RCP STORM SEWER	412.00	LF	16.50	6,798.00	326.00	5,379.00	326.00	5,379.00		5,379.00	79%	1,419.00				
15	REMOVE 18" RCP STORM SEWER	24.00	LF	27.00	648.00	-	-	-	-		-		648.00				
16	REMOVE 24" RCP STORM SEWER	24.00	LF	27.00	648.00	35.00	945.00	35.00	945.00		945.00	146%	(297.00)				
17	REMOVE 36" RCP STORM SEWER	30.00	LF	27.00	810.00	30.00	810.00	30.00	810.00		810.00	100%	-				
18	REMOVE 48" RCP STORM SEWER	158.00	LF	37.25	5,885.50	158.00	5,885.50	158.00	5,885.50		5,885.50	100%	-				
19	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL)	390.00	LF	6.60	2,574.00	576.80	3,806.88	576.80	3,806.88		3,806.88	148%	(1,232.88)				
20	SAWING BITUMINOUS DRIVEWAY PAVEMENT	1,230.00	LF	6.60	8,118.00	1,444.00	9,530.40	1,444.00	9,530.40		9,530.40	117%	(1,412.40)				
21	SAWING CONCRETE PAVEMENT	160.00	LF	6.60	1,056.00	-	-	-	-		-		1,056.00				
22	REMOVE CONCRETE CURB AND GUTTER	11,900.00	LF	3.20	38,080.00	11,957.00	38,262.40	11,957.00	38,262.40		38,262.40	100%	(182.40)				
23	REMOVE CONCRETE MEDIAN	1,890.00	SY	9.40	17,766.00	1,886.50	17,733.10	1,886.50	17,733.10		17,733.10	100%	32.90				
24	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,020.00	SY	8.20	8,364.00	1,032.90	8,469.78	1,032.90	8,469.78		8,469.78	101%	(105.78)				
25	REMOVE BITUMINOUS STREET PAVEMENT	26,550.00	SY	7.90	209,745.00	29,098.92	229,881.47	29,098.92	229,881.47		229,881.47	110%	(20,136.47)				
26	REMOVE BITUMINOUS TRAIL	1,870.00	SY	6.00	11,220.00	1,880.00	11,280.00	1,880.00	11,280.00		11,280.00	101%	(60.00)				
27	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	3,270.00	SY	8.20	26,814.00	3,739.20	30,661.44	3,739.20	30,661.44		30,661.44	114%	(3,847.44)				
28	REMOVE CONCRETE SIDEWALK OR PEDESTRIAN RAMP	15,300.00	SF	0.70	10,710.00	12,964.40	9,075.08	12,964.40	9,075.08		9,075.08	85%	1,634.92				
29	SALVAGE VACUUM STATION	1.00	LS	861.50	861.50	-	-	-	-		-		861.50				
30	SALVAGE AND REINSTALL RECEPTACLE AND POST	1.00	LS	747.00	747.00	0.50	373.50	0.50	373.50		373.50	50%	373.50				
31	REMOVE SIGN AND POST	71.00	EA	40.75	2,893.25	47.00	1,915.25	60.00	2,445.00		2,445.00	85%	448.25				
32	REMOVE SIGN PANEL	1.00	EA	40.75	40.75	1.00	40.75	1.00	40.75		40.75	100%	-				
33	SALVAGE SIGN PANEL	8.00	EA	40.75	326.00	6.00	244.50	14.00	570.50		570.50	175%	(244.50)				
34	SALVAGE SIGN TYPE SPECIAL	1.00	EA	40.75	40.75	1.00	40.75	1.00	40.75		40.75	100%	-				
35	REMOVE LIGHTING UNIT FOUNDATION	21.00	EA	469.00	9,849.00	20.00	9,380.00	20.00	9,380.00		9,380.00	95%	469.00				
36	SALVAGE LIGHTING UNIT	21.00	EA	300.00	6,300.00	20.00	6,000.00	20.00	6,000.00		6,000.00	95%	300.00				
37	REMOVE LIGHTING HANDHOLE	5.00	EA	348.00	1,740.00	5.00	1,740.00	5.00	1,740.00		1,740.00	100%	-				
38	REMOVE LIGHTING CABINET	1.00	EA	588.50	588.50	1.00	588.50	1.00	588.50		588.50	100%	-				
39	REMOVE IRRIGATION SYSTEM	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00		3,500.00	100%	-				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:		Application Period:		From	05/14/25	to	12/02/25	Application Date: 12/05/25					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
40	REMOVE 12" BARREL SECTION (4' DIA)	1.00	EA	552.50	552.50	1.00	552.50	1.00	552.50		552.50	100%	-
41	REMOVE 18" BARREL SECTION (6' DIA)	1.00	EA	552.50	552.50	1.00	552.50	1.00	552.50		552.50	100%	-
42	SALVAGE AND REINSTALL 18" BARREL SECTION (6' DIA)	1.00	EA	829.50	829.50	1.00	829.50	1.00	829.50		829.50	100%	-
43	SALVAGE AND REINSTALL TOP SLAB OR CONE (4' DIA)	2.00	EA	828.50	1,657.00	2.00	1,657.00	2.00	1,657.00		1,657.00	100%	-
44	REMOVE CHAIN LINK FENCE	67.00	LF	55.00	3,685.00	115.00	6,325.00	115.00	6,325.00		6,325.00	172%	(2,640.00)
45	SALVAGE AND REINSTALL CHAIN LINK FENCE	14.00	LF	55.00	770.00	-	-	-	-		-		770.00
46	REMOVE CONDUIT AND WIRE	3,210.00	LF	4.90	15,729.00	3,000.00	14,700.00	3,000.00	14,700.00		14,700.00	93%	1,029.00
47	ABANDON 15" RCP STORM SEWER	58.00	LF	52.75	3,059.50	50.00	2,637.50	50.00	2,637.50		2,637.50	86%	422.00
48	FINISH GRADING - STREET	32,600.00	SY	1.50	48,900.00	32,600.00	48,900.00	32,600.00	48,900.00		48,900.00	100%	-
49	FINISH GRADING - TRAIL OR SIDEWALK	6,100.00	SY	1.60	9,760.00	6,100.00	9,760.00	6,100.00	9,760.00		9,760.00	100%	-
50	EXCAVATION - COMMON (EV) (P)	18,600.00	CY	17.25	320,850.00	18,600.00	320,850.00	18,600.00	320,850.00		320,850.00	100%	-
51	COMMON EMBANKMENT (CV) (P)	600.00	CY	8.60	5,160.00	600.00	5,160.00	600.00	5,160.00		5,160.00	100%	-
52	EXCAVATION - SUBGRADE (EV)	12,800.00	CY	23.00	294,400.00	12,800.00	294,400.00	12,800.00	294,400.00		294,400.00	100%	-
53	EXCAVATION - SUBGRADE (EV) - TRAIL OR SIDEWALK	300.00	CY	31.50	9,450.00	116.40	3,666.60	116.40	3,666.60		3,666.60	39%	5,783.40
54	AGGREGATE BACKFILL (MODIFIED)	27,600.00	TN	16.00	441,600.00	18,710.10	299,361.60	18,710.10	299,361.60		299,361.60	68%	142,238.40
55	AGGREGATE BACKFILL (MODIFIED) - TRAIL OR SIDEWALK	800.00	TN	33.25	26,600.00	104.74	3,482.61	104.74	3,482.61		3,482.61	13%	23,117.39
56	SUBGRADE PREPARATION - STREET	31,800.00	SY	1.50	47,700.00	28,663.70	42,995.55	28,663.70	42,995.55		42,995.55	90%	4,704.45
57	SUBGRADE PREPARATION - TRAIL, SIDEWALK, AND MEDIAN	6,100.00	SY	1.30	7,930.00	6,100.00	7,930.00	6,100.00	7,930.00		7,930.00	100%	-
58	STREET SWEEPER WITH OPERATOR	80.00	HR	160.00	12,800.00	67.00	10,720.00	67.00	10,720.00		10,720.00	84%	2,080.00
59	AGGREGATE BASE, VIRGIN CLASS 6 - STREET	20,070.00	TN	21.00	421,470.00	19,007.40	399,155.40	19,007.40	399,155.40		399,155.40	95%	22,314.60
60	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL, SIDEWALK,	2,590.00	TN	31.75	82,232.50	3,182.18	101,034.22	3,182.18	101,034.22		101,034.22	123%	(18,801.72)
61	DOWEL BAR	2,570.00	EA	10.50	26,985.00	2,570.00	26,985.00	2,570.00	26,985.00		26,985.00	100%	-
62	CONCRETE PAVEMENT 8.0"	2,980.00	SY	110.50	329,290.00	3,003.00	331,831.50	3,003.00	331,831.50		331,831.50	101%	(2,541.50)
63	SUPPLEMENTAL PAVEMENT REINFORCEMENT	7,870.00	LB	1.00	7,870.00	7,870.00	7,870.00	7,870.00	7,870.00		7,870.00	100%	-
64	JOINT ADHESIVE	12,885.00	LF	0.60	7,731.00	12,103.00	7,261.80	12,103.00	7,261.80		7,261.80	94%	469.20
65	BITUMINOUS MATERIAL FOR TACK COAT	3,610.00	GAL	2.00	7,220.00	2,750.00	5,500.00	2,750.00	5,500.00		5,500.00	76%	1,720.00
66	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	1,000.00	TN	77.00	77,000.00	916.58	70,576.66	916.58	70,576.66		70,576.66	92%	6,423.34
67	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	4,130.00	TN	99.00	408,870.00	4,384.78	434,093.22	4,384.78	434,093.22		434,093.22	106%	(25,223.22)
68	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) - SPECIAL	3,080.00	TN	99.00	304,920.00	3,049.40	301,890.60	3,049.40	301,890.60		301,890.60	99%	3,029.40
69	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	290.00	TN	145.00	42,050.00	304.76	44,190.20	304.76	44,190.20		44,190.20	105%	(2,140.20)
70	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	620.00	TN	99.00	61,380.00	511.40	50,628.60	511.40	50,628.60		50,628.60	82%	10,751.40
71	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TRAIL)	430.00	TN	99.00	42,570.00	484.32	47,947.68	484.32	47,947.68		47,947.68	113%	(5,377.68)
72	BITUMINOUS INCENTIVE AND DISINCENTIVE ALLOWANCE	1.00	LS	45,000.00	45,000.00	0.50	22,448.28	0.50	22,448.28		22,448.28	50%	22,551.72
73	15" RCP FLARED END SECTION INCL TRASH GUARD	1.00	EA	3,501.00	3,501.00	1.00	3,501.00	1.00	3,501.00		3,501.00	100%	-
74	4" PVC DRAIN PIPE, SDR 26	10.00	LF	23.25	232.50	6.00	139.50	6.00	139.50		139.50	60%	93.00
75	4" PERFORATED PVC DRAIN TILE, SDR 26	595.00	LF	30.50	18,147.50	294.00	8,967.00	294.00	8,967.00		8,967.00	49%	9,180.50
76	CONNECT DRAIN TILE TO STRUCTURE	11.00	EA	170.00	1,870.00	5.00	850.00	5.00	850.00		850.00	45%	1,020.00
77	4" PVC PIPE DRAIN CLEANOUT	1.00	EA	710.50	710.50	1.00	710.50	1.00	710.50		710.50	100%	-
78	4" GATE VALVE & BOX SPECIAL	1.00	EA	3,294.00	3,294.00	1.00	3,294.00	1.00	3,294.00		3,294.00	100%	-
79	12" RC STORM SEWER PIPE, CLASS 5	1,687.00	LF	113.00	190,631.00	1,748.00	197,524.00	1,748.00	197,524.00		197,524.00	104%	(6,893.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:	17 and Final	Application Period:	From	05/14/25	to	12/02/25	Application Date: 12/05/25						
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
80	15" RC STORM SEWER PIPE, CLASS 5	867.00	LF	123.50	107,074.50	844.00	104,234.00	844.00	104,234.00		104,234.00	97%	2,840.50
81	18" RC STORM SEWER PIPE. CLASS 5	31.00	LF	143.50	4,448.50	31.00	4,448.50	31.00	4,448.50		4,448.50	100%	-
82	21" RC STORM SEWER PIPE. CLASS 3	161.00	LF	152.50	24,552.50	161.00	24,552.50	161.00	24,552.50		24,552.50	100%	-
83	36" RC STORM SEWER PIPE, CLASS 3	30.00	LF	332.50	9,975.00	30.00	9,975.00	30.00	9,975.00		9,975.00	100%	-
84	48" RC STORM SEWER PIPE, CLASS 3	158.00	LF	495.50	78,289.00	160.00	79,280.00	160.00	79,280.00		79,280.00	101%	(991.00)
85	CONNECT TO EXISTING STRUCTURE	4.00	EA	2,324.00	9,296.00	4.00	9,296.00	4.00	9,296.00		9,296.00	100%	-
86	CONNECT EXISTING PIPE TO NEW STRUCTURE	17.00	EA	2,210.00	37,570.00	17.00	37,570.00	17.00	37,570.00		37,570.00	100%	-
87	CONNECT TO EXISTING PIPE	1.00	EA	782.00	782.00	1.00	782.00	1.00	782.00		782.00	100%	-
88	RECONSTRUCT STORM SEWER PIPE	1.00	EA	8,000.00	8,000.00	1.00	8,000.00	1.00	8,000.00		8,000.00	100%	-
89	TELEWISE STORM SEWER	2,934.00	LF	2.80	8,215.20	2,764.00	7,739.20	2,764.00	7,739.20		7,739.20	94%	476.00
90	48" CIPP LINER	111.00	LF	740.00	82,140.00	111.00	82,140.00	111.00	82,140.00		82,140.00	100%	-
91	IRRIGATION SYSTEM A	1.00	LS	28,990.00	28,990.00	1.00	28,990.00	1.00	28,990.00		28,990.00	100%	-
92	IRRIGATION SYSTEM B	1.00	LS	26,035.00	26,035.00	1.00	26,035.00	1.00	26,035.00		26,035.00	100%	-
93	4" GATE VALVE & BOX	1.00	EA	3,168.00	3,168.00	1.00	3,168.00	1.00	3,168.00		3,168.00	100%	-
94	6" GATE VALVE & BOX	1.00	EA	3,591.00	3,591.00	3.00	10,773.00	3.00	10,773.00		10,773.00	300%	(7,182.00)
95	18" BUTTERFLY VALVE & BOX	2.00	EA	11,296.00	22,592.00	3.00	33,888.00	3.00	33,888.00		33,888.00	150%	(11,296.00)
96	HYDRANT	2.00	EA	9,204.00	18,408.00	3.16	29,084.64	3.16	29,084.64		29,084.64	158%	(10,676.64)
97	HYDRANT RECONDITIONING AND PAINTING	7.00	EA	1,315.00	9,205.00	7.00	9,205.00	7.00	9,205.00		9,205.00	100%	-
98	CONNECT TO EXISTING WATERMAIN	5.00	EA	3,313.00	16,565.00	7.00	23,191.00	7.00	23,191.00		23,191.00	140%	(6,626.00)
99	WATER MAIN EVALUATION EXCAVATION	5.00	EA	3,796.00	18,980.00	4.00	15,184.00	4.00	15,184.00		15,184.00	80%	3,796.00
100	WATER MAIN EVALUATION EXCAVATION, VALVE REPAIR AND	3.00	EA	17,393.00	52,179.00	-	-	-	-		-		52,179.00
101	WATER MAIN EVALUATION EXCAVATION AND FITTING BOLT	11.00	EA	8,923.00	98,153.00	2.00	17,846.00	2.00	17,846.00		17,846.00	18%	80,307.00
102	ADJUST VALVE AND BOX	9.00	EA	236.00	2,124.00	9.00	2,124.00	9.00	2,124.00		2,124.00	100%	-
103	2" CORPORATION STOP	1.00	EA	1,726.00	1,726.00	1.00	1,726.00	1.00	1,726.00		1,726.00	100%	-
104	2" CURB STOP AND BOX	1.00	EA	1,666.00	1,666.00	1.00	1,666.00	1.00	1,666.00		1,666.00	100%	-
105	2" TYPE K COPPER WATER SERVICE	10.00	LF	149.00	1,490.00	10.00	1,490.00	10.00	1,490.00		1,490.00	100%	-
106	4" WATER MAIN DUCTILE IRON CL 52, INCL POLY WRAP	8.00	LF	225.00	1,800.00	8.00	1,800.00	8.00	1,800.00		1,800.00	100%	-
107	6" WATER MAIN DUCTILE IRON CL 52, INCL POLY WRAP	27.00	LF	145.50	3,928.50	28.60	4,161.30	28.60	4,161.30		4,161.30	106%	(232.80)
108	18" WATER MAIN DUCTILE IRON CL 52, INCL POLY WRAP	300.00	LF	251.00	75,300.00	309.00	77,559.00	309.00	77,559.00		77,559.00	103%	(2,259.00)
109	IRRIGATION CONDUIT CROSSING	75.00	LF	15.00	1,125.00	75.00	1,125.00	75.00	1,125.00		1,125.00	100%	-
110	DIP FITTINGS	1,590.00	LB	22.50	35,775.00	1,925.00	43,312.50	1,925.00	43,312.50		43,312.50	121%	(7,537.50)
111	ADJUST MH CASTING	16.00	EA	1,036.00	16,576.00	18.00	18,648.00	18.00	18,648.00		18,648.00	113%	(2,072.00)
112	ADJUST MH CASTING, INCL NEW CASTING AND RINGS	2.00	EA	2,006.00	4,012.00	4.00	8,024.00	4.00	8,024.00		8,024.00	200%	(4,012.00)
113	ADJUST CB CASTING	54.00	EA	503.50	27,189.00	55.00	27,692.50	55.00	27,692.50		27,692.50	102%	(503.50)
114	ADJUST CB CASTING, INCL NEW CASTING AND RINGS	7.00	EA	1,434.00	10,038.00	2.00	2,868.00	2.00	2,868.00		2,868.00	29%	7,170.00
115	18" BARREL SECTION (4' DIA)	1.00	EA	1,949.00	1,949.00	1.00	1,949.00	1.00	1,949.00		1,949.00	100%	-
116	18" BARREL SECTION (6' DIA)	1.00	EA	2,570.00	2,570.00	2.00	5,140.00	2.00	5,140.00		5,140.00	200%	(2,570.00)
117	REMOVE AND REPLACE TOP SLAB (6' DIA MH)	2.00	EA	2,043.00	4,086.00	2.00	4,086.00	2.00	4,086.00		4,086.00	100%	-
118	PATCH STRUCTURE	3.00	EA	1,238.00	3,714.00	3.00	3,714.00	3.00	3,714.00		3,714.00	100%	-
119	RECONSTRUCT INVERT	2.00	EA	1,423.00	2,846.00	1.00	1,423.00	1.00	1,423.00		1,423.00	50%	1,423.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:	17 and Final	Application Period:	From	05/14/25	to	12/02/25	Application Date: 12/05/25						
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
120	CLEAN OUT PROTECTIVE COVER	1.00	EA	1,105.00	1,105.00	-	-	-	-		-		1,105.00
121	2'X3' CB, INCL CSTG AND HDPE ADJ RINGS	90.80	LF	1,023.00	92,888.40	91.56	93,665.88	91.56	93,665.88		93,665.88	101%	(777.48)
122	4' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	149.30	LF	1,434.00	214,096.20	147.15	211,013.10	147.15	211,013.10		211,013.10	99%	3,083.10
123	4' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	21.60	LF	1,154.00	24,926.40	23.53	27,153.62	23.53	27,153.62		27,153.62	109%	(2,227.22)
124	4' DIA STORM SEWER CBMH, INCL CSTG AND CONCRETE	5.20	LF	1,396.00	7,259.20	4.00	5,584.00	4.00	5,584.00		5,584.00	77%	1,675.20
125	5' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	23.70	LF	1,562.00	37,019.40	23.56	36,800.72	23.56	36,800.72		36,800.72	99%	218.68
126	7' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	8.70	LF	2,688.00	23,385.60	9.70	26,073.60	9.70	26,073.60		26,073.60	111%	(2,688.00)
127	7' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	9.00	LF	2,663.00	23,967.00	9.00	23,967.00	9.00	23,967.00		23,967.00	100%	-
128	8' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	21.10	LF	3,290.00	69,419.00	31.07	102,220.30	31.07	102,220.30		102,220.30	147%	(32,801.30)
129	6 INCH CONCRETE SIDEWALK	1,390.00	SY	64.50	89,655.00	1,355.74	87,445.23	1,355.74	87,445.23		87,445.23	98%	2,209.77
130	6 INCH CONCRETE SIDEWALK SPECIAL	310.00	SY	125.00	38,750.00	298.80	37,350.00	298.80	37,350.00		37,350.00	96%	1,400.00
131	6 INCH CONCRETE HYDRANT ACCESS PAD	90.00	SF	118.00	10,620.00	88.30	10,419.40	88.30	10,419.40		10,419.40	98%	200.60
132	CONCRETE CURB AND GUTTER DESIGN B612	4,770.00	LF	18.00	85,860.00	4,633.60	83,404.80	4,633.60	83,404.80		83,404.80	97%	2,455.20
133	CONCRETE CURB AND GUTTER DESIGN B618	6,970.00	LF	17.75	123,717.50	7,118.40	126,351.60	7,118.40	126,351.60		126,351.60	102%	(2,634.10)
134	CONCRETE CURB AND GUTTER DESIGN R418	302.00	LF	34.25	10,343.50	297.00	10,172.25	297.00	10,172.25		10,172.25	98%	171.25
135	MATURITY TESTING FOR COMPRESSIVE STRENGTH	1.00	LS	7,576.00	7,576.00	1.00	7,576.00	1.00	7,576.00		7,576.00	100%	-
136	7 INCH CONCRETE DRIVEWAY (COMMERCIAL)	1,140.00	SY	93.00	106,020.00	1,191.30	110,790.90	1,191.30	110,790.90		110,790.90	105%	(4,770.90)
137	7 INCH CONCRETE TRUCK APRON	340.00	SY	73.25	24,905.00	365.10	26,743.58	365.10	26,743.58		26,743.58	107%	(1,838.58)
138	CONCRETE MEDIAN APPROACH NOSE	110.00	SY	91.00	10,010.00	89.22	8,119.02	89.22	8,119.02		8,119.02	81%	1,890.98
139	4 INCH CONCRETE MEDIAN SPECIAL	1,760.00	SY	106.00	186,560.00	1,527.33	161,896.98	1,527.33	161,896.98		161,896.98	87%	24,663.02
140	6 INCH CONCRETE PEDESTRIAN CURB RAMP	6,010.00	SF	13.75	82,637.50	6,592.15	90,642.06	6,592.15	90,642.06		90,642.06	110%	(8,004.56)
141	TRUNCATED DOMES	992.00	SF	57.50	57,040.00	919.80	52,888.50	919.80	52,888.50		52,888.50	93%	4,151.50
142	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337 -	1,100.00	LF	28.50	31,350.00	1,199.80	34,194.30	1,378.30	39,281.55		39,281.55	125%	(7,931.55)
143	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DES 8337-	4,300.00	LF	15.25	65,575.00	2,370.00	36,142.50	2,370.00	36,142.50		36,142.50	55%	29,432.50
144	LANDSCAPE EDGER	1,040.00	LF	9.20	9,568.00	785.00	7,222.00	785.00	7,222.00		7,222.00	75%	2,346.00
145	BRICK PAVERS	3,970.00	SF	11.75	46,647.50	3,745.25	44,006.69	3,745.25	44,006.69		44,006.69	94%	2,640.81
146	0.75" NON-METALLIC CONDUIT	20.00	LF	9.20	184.00	126.00	1,159.20	126.00	1,159.20		1,159.20	630%	(975.20)
147	1.5" NON-METALLIC CONDUIT	8,510.00	LF	7.00	59,570.00	7,643.00	53,501.00	7,643.00	53,501.00		53,501.00	90%	6,069.00
148	UNDERGROUND WIRE 1/C NO 6 AWG	17,710.00	LF	2.00	35,420.00	22,970.00	45,940.00	22,970.00	45,940.00		45,940.00	130%	(10,520.00)
149	UNDERGROUND WIRE 1/C NO 8 AWG	3,300.00	LF	1.60	5,280.00	2,982.00	4,771.20	2,982.00	4,771.20		4,771.20	90%	508.80
150	UNDERGROUND WIRE 1/C NO 10 AWG	1,360.00	LF	1.10	1,496.00	1,006.00	1,106.60	1,006.00	1,106.60		1,106.60	74%	389.40
151	TEMPORARY LIGHTING SYSTEM	1.00	LS	5,953.00	5,953.00	1.00	5,953.00	1.00	5,953.00		5,953.00	100%	-
152	LIGHTING SERVICE CABINET	1.00	EA	6,953.00	6,953.00	1.00	6,953.00	1.00	6,953.00		6,953.00	100%	-
153	EQUIPMENT PAD	1.00	EA	1,637.00	1,637.00	1.00	1,637.00	1.00	1,637.00		1,637.00	100%	-
154	LIGHT FOUNDATION DESIGN TYPE F - MODIFIED	39.00	EA	1,016.00	39,624.00	39.00	39,624.00	39.00	39,624.00		39,624.00	100%	-
155	LIGHT FOUNDATION DESIGN TYPE P	3.00	EA	1,373.00	4,119.00	3.00	4,119.00	3.00	4,119.00		4,119.00	100%	-
156	LIGHT FOUNDATION DESIGN TYPE SPECIAL	1.00	EA	1,306.00	1,306.00	1.00	1,306.00	1.00	1,306.00		1,306.00	100%	-
157	LIGHTING UNIT INCL LIGHT POLE AND LUMINAIRE	39.00	EA	10,125.00	394,875.00	39.00	394,875.00	39.00	394,875.00	-	394,875.00	100%	-
158	INSTALL LIGHTING UNIT	4.00	EA	716.50	2,866.00	4.00	2,866.00	4.00	2,866.00		2,866.00	100%	-
159	ROTATE LIGHTING UNIT	1.00	EA	424.50	424.50	1.00	424.50	1.00	424.50		424.50	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:		Application Period:		From	05/14/25	to	12/02/25	Application Date: 12/05/25					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
160	HANDHOLE (TYPE A)	6.00	EA	1,029.00	6,174.00	7.00	7,203.00	7.00	7,203.00		7,203.00	117%	(1,029.00)
161	HANDHOLE (TYPE B)	39.00	EA	770.50	30,049.50	39.00	30,049.50	39.00	30,049.50		30,049.50	100%	-
162	IMPACT ATTENUATOR	5.00	AMBY	2,551.00	12,755.00	5.00	12,755.00	5.00	12,755.00		12,755.00	100%	-
163	RELOCATE IMPACT ATTENUATOR	20.00	AMBY	510.00	10,200.00	12.00	6,120.00	12.00	6,120.00		6,120.00	60%	4,080.00
164	TRAFFIC CONTROL	1.00	LS	76,531.00	76,531.00	0.90	68,877.90	1.00	76,531.00		76,531.00	100%	-
165	TRAFFIC CONTROL SUPERVISOR	1.00	LS	7,694.00	7,694.00	0.50	3,847.00	1.00	7,694.00		7,694.00	100%	-
166	PORTABLE CHANGEABLE MESSAGE SIGN	14.00	UDAY	102.00	1,428.00	14.00	1,428.00	20.00	2,040.00		2,040.00	143%	(612.00)
167	SIGN PANELS TYPE C	619.00	SF	71.50	44,258.50	555.89	39,746.14	601.34	42,995.81		42,995.81	97%	1,262.69
168	SIGN PANELS TYPE D	38.00	SF	112.50	4,275.00	26.25	2,953.13	26.25	2,953.13		2,953.13	69%	1,321.87
169	INSTALL SIGN PANEL	8.00	EA	255.00	2,040.00	6.00	1,530.00	14.00	3,570.00		3,570.00	175%	(1,530.00)
170	SIGN POST FOR STREET NAME BLADES	2.00	EA	204.00	408.00	2.00	408.00	2.00	408.00		408.00	100%	-
171	CONSTRUCTION SIGN SPECIAL	1,410.00	SF	15.25	21,502.50	-	-	572.15	8,725.29		8,725.29	41%	12,777.21
172	TRAFFIC CONTROL SIGNAL SYSTEM	1.00	SYS	215,588.00	215,588.00	1.00	215,588.00	1.00	215,588.00		215,588.00	100%	-
173	ADJUST HANDHOLE	7.00	EA	510.50	3,573.50	4.00	2,042.00	4.00	2,042.00		2,042.00	57%	1,531.50
174	REVISE SIGNAL SYSTEM	1.00	SYS	23,944.00	23,944.00	1.00	23,944.00	1.00	23,944.00		23,944.00	100%	-
175	TEMPORARY SIGNAL SYSTEM A	1.00	SYS	117,955.00	117,955.00	1.00	117,955.00	1.00	117,955.00		117,955.00	100%	-
176	TEMPORARY SIGNAL SYSTEM B	1.00	SYS	103,166.00	103,166.00	1.00	103,166.00	1.00	103,166.00		103,166.00	100%	-
177	DECIDUOUS TREE 1.5" CAL B&B	25.00	EA	306.00	7,650.00	25.00	7,650.00	25.00	7,650.00		7,650.00	100%	-
178	DECIDUOUS TREE 2.5" CAL B&B	15.00	EA	510.00	7,650.00	15.00	7,650.00	15.00	7,650.00		7,650.00	100%	-
179	DECIDUOUS SHRUB NO 2 CONT	45.00	EA	40.75	1,833.75	59.00	2,404.25	59.00	2,404.25		2,404.25	131%	(570.50)
180	CONIFEROUS SHRUB 3' HT CONT	4.00	EA	306.00	1,224.00	4.00	1,224.00	4.00	1,224.00		1,224.00	100%	-
181	PERENNIAL NO 1 CONT	739.00	EA	20.50	15,149.50	709.00	14,534.50	709.00	14,534.50		14,534.50	96%	615.00
182	EROSION CONTROL SUPERVISOR	1.00	LS	7,694.00	7,694.00	0.50	3,847.00	1.00	7,694.00		7,694.00	100%	-
183	STORM DRAIN INLET PROTECTION	76.00	EA	350.50	26,638.00	55.00	19,277.50	55.00	19,277.50		19,277.50	72%	7,360.50
184	SILT FENCE, TYPE HI	200.00	LF	8.40	1,680.00	240.00	2,016.00	240.00	2,016.00		2,016.00	120%	(336.00)
185	FILTER TOPSOIL BORROW (CV) (P)	40.00	CY	74.00	2,960.00	40.00	2,960.00	40.00	2,960.00		2,960.00	100%	-
186	LOAM TOPSOIL BORROW (LV)	3,460.00	CY	41.75	144,455.00	1,856.00	77,488.00	1,856.00	77,488.00		77,488.00	54%	66,967.00
187	SODDING TYPE SALT TOLERANT	11,190.00	SY	8.90	99,591.00	12,737.70	113,365.53	12,737.70	113,365.53		113,365.53	114%	(13,774.53)
188	ROLLED EROSION PREVENTION CATEGORY 20	380.00	SY	2.30	874.00	380.00	874.00	380.00	874.00		874.00	100%	-
189	ROLLED EROSION PREVENTION CATEGORY 70	10.00	SY	36.25	362.50	10.00	362.50	10.00	362.50		362.50	100%	-
190	MULCH MATERIAL TYPE 5 OR 6	32.00	CY	97.00	3,104.00	49.00	4,753.00	49.00	4,753.00		4,753.00	153%	(1,649.00)
191	SEEDING 25-131	30.00	LB	9.90	297.00	-	-	-	-		-		297.00
192	SEEDING 33-261	5.00	LB	97.75	488.75	5.00	488.75	5.00	488.75		488.75	100%	-
193	APPLICATION OF WATER FOR TURF ESTABLISHMENT	1,100.00	MGAL	26.25	28,875.00	356.50	9,358.13	356.50	9,358.13		9,358.13	32%	19,516.87
194	WATER FOR DUST CONTROL	550.00	MGAL	72.25	39,737.50	133.00	9,609.25	133.00	9,609.25		9,609.25	24%	30,128.25
195	HYDRAULIC MULCH MATRIX	370.00	SY	1.50	555.00	370.00	555.00	370.00	555.00		555.00	100%	-
196	TEMPORARY HYDRAULIC MATRIX	2.40	AC	1,990.00	4,776.00	1.24	2,467.60	1.24	2,467.60		2,467.60	52%	2,308.40
197	LANDSCAPE ROCK (3/4" TRAP ROCK)	40.00	CY	143.00	5,720.00	33.40	4,776.20	33.40	4,776.20		4,776.20	84%	943.80
198	LANDSCAPE ROCK (1.5" TRAP ROCK)	30.00	CY	143.00	4,290.00	15.50	2,216.50	15.50	2,216.50		2,216.50	52%	2,073.50
199	LANDSCAPE ROCK (3/4" RIVER ROCK)	30.00	CY	143.00	4,290.00	39.00	5,577.00	39.00	5,577.00		5,577.00	130%	(1,287.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.: 17 and Final		Application Period: From 05/14/25 to 12/02/25		Application Date: 12/05/25									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
200	LANDSCAPE ROCK (1.5" RIVER ROCK)	10.00	CY	143.00	1,430.00	19.00	2,717.00	19.00	2,717.00		2,717.00	190%	(1,287.00)
201	4" REMOVABLE PREFORM PAVEMENT MARKING TAPE	190.00	LF	1.50	285.00	393.00	589.50	744.25	1,116.38		1,116.38	392%	(831.38)
202	4" SOLID LINE PAINT	12,270.00	LF	0.70	8,589.00	12,218.00	8,552.60	12,218.00	8,552.60		8,552.60	100%	36.40
203	4" DOUBLE SOLID LINE PAINT	9,770.00	LF	0.15	1,465.50	6,234.00	935.10	6,234.00	935.10		935.10	64%	530.40
204	4" DOTTED LINE PAINT	190.00	LF	0.70	133.00	-	-	-	-		-		133.00
205	4" BROKEN LINE PAINT	360.00	LF	0.70	252.00	1,414.00	989.80	1,414.00	989.80		989.80	393%	(737.80)
206	4" SOLID LINE MULTI COMP GR IN	5,980.00	LF	1.40	8,372.00	4,595.00	6,433.00	4,595.00	6,433.00		6,433.00	77%	1,939.00
207	4" BROKEN LINE MULTI COMP GR IN	4,910.00	LF	1.40	6,874.00	1,160.00	1,624.00	1,160.00	1,624.00		1,624.00	24%	5,250.00
208	4" DOUBLE SOLID LINE MULTI COMP GR IN	2,070.00	LF	2.90	6,003.00	1,447.00	4,196.30	1,447.00	4,196.30		4,196.30	70%	1,806.70
209	6" SOLID LINE MULTI COMP GR IN	140.00	LF	2.10	294.00	-	-	-	-		-		294.00
210	6" DOTTED LINE MULTI COMP GR IN	150.00	LF	2.10	315.00	44.00	92.40	44.00	92.40		92.40	29%	222.60
211	8" SOLID LINE MULTI COMP GR IN	500.00	LF	2.90	1,450.00	502.00	1,455.80	502.00	1,455.80		1,455.80	100%	(5.80)
212	8" DOTTED LINE MULTI COMP GR IN	240.00	LF	2.90	696.00	192.00	556.80	192.00	556.80		556.80	80%	139.20
213	12" SOLID LINE MULTI COMP GR IN	1,860.00	LF	12.25	22,785.00	1,969.10	24,121.48	1,969.10	24,121.48		24,121.48	106%	(1,336.48)
214	12" DOTTED LINE MULTI COMP GR IN	200.00	LF	12.25	2,450.00	-	-	-	-		-		2,450.00
215	24" SOLID LINE MULTI COMP GR IN	340.00	LF	24.50	8,330.00	442.50	10,841.25	442.50	10,841.25		10,841.25	130%	(2,511.25)
216	CROSSWALK MULTI COMP GR IN	864.00	SF	12.25	10,584.00	720.00	8,820.00	720.00	8,820.00		8,820.00	83%	1,764.00
217	PAVEMENT MESSAGE PAINT	1,020.00	SF	5.90	6,018.00	1,487.25	8,774.78	1,487.25	8,774.78		8,774.78	146%	(2,756.78)
218	PAVEMENT MESSAGE PREFORM THERMO GR IN	687.00	SF	30.50	20,953.50	433.11	13,209.86	433.11	13,209.86		13,209.86	63%	7,743.64
219	PAVEMENT MESSAGE MULTI COMP GR IN	145.00	SF	12.25	1,776.25	151.26	1,852.94	151.26	1,852.94		1,852.94	104%	(76.69)
	TOTAL BASE BID				8,325,708.90		7,839,038.33		7,912,082.27	-	7,912,082.27		413,626.63
ALTERNATE 1													
220	MOBILIZATION	1.00	LS	5,009.00	5,009.00	0.90	4,508.10	1.00	5,009.00		5,009.00	100%	-
221	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL)	40.00	LF	6.60	264.00	8.00	52.80	8.00	52.80		52.80	20%	211.20
222	SAWING BITUMINOUS DRIVEWAY PAVEMENT	80.00	LF	6.60	528.00	63.80	421.08	63.80	421.08		421.08	80%	106.92
223	SAWING CONCRETE PAVEMENT	40.00	LF	6.60	264.00	36.00	237.60	36.00	237.60		237.60	90%	26.40
224	SAWING CONCRETE DRIVEWAY PAVEMENT	70.00	LF	6.60	462.00	17.00	112.20	17.00	112.20		112.20	24%	349.80
225	REMOVE CONCRETE CURB AND GUTTER	160.00	LF	14.25	2,280.00	160.00	2,280.00	160.00	2,280.00		2,280.00	100%	-
226	REMOVE CONCRETE DRIVEWAY PAVEMENT	70.00	SY	8.80	616.00	63.70	560.56	63.70	560.56		560.56	91%	55.44
227	REMOVE BITUMINOUS TRAIL	1,850.00	SY	6.30	11,655.00	1,850.00	11,655.00	1,850.00	11,655.00		11,655.00	100%	-
228	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	20.00	SY	6.30	126.00	20.80	131.04	20.80	131.04		131.04	104%	(5.04)
229	REMOVE CONCRETE SIDEWALK OR PEDESTRIAN RAMP	1,470.00	SF	0.75	1,102.50	1,305.10	978.83	1,305.10	978.83		978.83	89%	123.67
230	REMOVE SIGN AND POST	10.00	EA	40.75	407.50	1.00	40.75	10.00	407.50		407.50	100%	-
231	FINISH GRADING - TRAIL OR SIDEWALK	2,200.00	SY	1.70	3,740.00	1,967.00	3,343.90	1,967.00	3,343.90		3,343.90	89%	396.10
232	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL, SIDEWALK,	160.00	TN	31.50	5,040.00	-	-	-	-		-		5,040.00
233	MILL BITUMINOUS PAVEMENT (2.0")	8,840.00	SY	2.00	17,680.00	8,840.00	17,680.00	8,840.00	17,680.00		17,680.00	100%	-
234	JOINT ADHESIVE	2,485.00	LF	0.60	1,491.00	4,205.00	2,523.00	4,205.00	2,523.00		2,523.00	169%	(1,032.00)
235	BITUMINOUS MATERIAL FOR TACK COAT	620.00	GAL	2.00	1,240.00	350.00	700.00	350.00	700.00		700.00	56%	540.00
236	TYPE SP 12.5 WEARING COURSE MIXTURE (3,E)	1,110.00	TN	88.00	97,680.00	874.38	76,945.44	874.38	76,945.44		76,945.44	79%	20,734.56

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.123273
Contractor:	Meyer Contracting, Inc.	Agency's Project No.:	
Project:	East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications		
Contract:			

Application No.:		Application Period:		From	05/14/25	to	12/02/25	Application Date: 12/05/25					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
237	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TRAIL)	380.00	TN	99.00	37,620.00	363.00	35,937.00	363.00	35,937.00		35,937.00	96%	1,683.00
238	PATCH BITUMINOUS STREET (SPECIAL)	190.00	SY	45.00	8,550.00	39.10	1,759.50	39.10	1,759.50		1,759.50	21%	6,790.50
239	CONCRETE CURB AND GUTTER DESIGN B612	40.00	LF	44.00	1,760.00	17.20	756.80	17.20	756.80		756.80	43%	1,003.20
240	CONCRETE CURB AND GUTTER DESIGN B618	90.00	LF	35.50	3,195.00	120.00	4,260.00	120.00	4,260.00		4,260.00	133%	(1,065.00)
241	6 INCH CONCRETE SIDEWALK	50.00	SY	91.00	4,550.00	41.00	3,731.00	41.00	3,731.00		3,731.00	82%	819.00
242	7 INCH CONCRETE DRIVEWAY (COMMERCIAL)	70.00	SY	77.25	5,407.50	66.40	5,129.40	66.40	5,129.40		5,129.40	95%	278.10
243	6 INCH CONCRETE PEDESTRIAN CURB RAMP	680.00	SF	14.25	9,690.00	684.70	9,756.98	684.70	9,756.98		9,756.98	101%	(66.98)
244	TRUNCATED DOMES	80.00	SF	57.50	4,600.00	80.00	4,600.00	80.00	4,600.00		4,600.00	100%	-
245	TRAFFIC CONTROL	1.00	LS	5,102.00	5,102.00	0.90	4,591.80	1.00	5,102.00		5,102.00	100%	-
246	STORM DRAIN INLET PROTECTION	8.00	EA	343.00	2,744.00	8.00	2,744.00	8.00	2,744.00		2,744.00	100%	-
247	LOAM TOPSOIL BORROW (LV)	130.00	CY	46.75	6,077.50	35.00	1,636.25	70.00	3,272.50		3,272.50	54%	2,805.00
248	SEEDING 25-131	80.00	LB	7.90	632.00	40.00	316.00	80.00	632.00		632.00	100%	-
249	APPLICATION OF WATER FOR TURF ESTABLISHMENT	100.00	MGAL	26.25	2,625.00	7.50	196.88	7.50	196.88		196.88	8%	2,428.12
250	HYDRAULIC MULCH MATRIX	1,150.00	SY	2.30	2,645.00	660.75	1,519.73	1,321.50	3,039.45		3,039.45	115%	(394.45)
251	SIGN PANELS TYPE C	123.00	SF	81.75	10,055.25	116.25	9,503.44	123.00	10,055.25		10,055.25	100%	-
252	4" SOLID LINE MULTI COMP GR IN	110.00	LF	1.40	154.00	98.00	137.20	98.00	137.20		137.20	89%	16.80
253	4" BROKEN LINE MULTI COMP GR IN	2,090.00	LF	1.40	2,926.00	530.00	742.00	530.00	742.00		742.00	25%	2,184.00
254	4" DOUBLE SOLID LINE MULTI COMP GR IN	1,930.00	LF	2.90	5,597.00	1,921.00	5,570.90	1,921.00	5,570.90		5,570.90	100%	26.10
255	12" SOLID LINE PREFORM THERMO GR IN	80.00	LF	30.50	2,440.00	-	-	-	-		-		2,440.00
256	PAVEMENT MESSAGE PREFORM THERMO GR IN	16.00	SF	30.50	488.00	15.45	471.23	15.45	471.23		471.23	97%	16.77
	TOTAL ALTERNATE 1				266,443.25		215,530.41		220,932.04	-	220,932.04		45,511.21
TOTAL BASE BID + ALTERNATE 1					\$ 8,592,152.15		\$ 8,054,568.74		\$ 8,133,014.31	\$ -	\$ 8,133,014.31	95%	\$ 459,137.84

CHANGE ORDER													
257	REMOVE LIGHTING UNIT FOUNDATION	12.00	EA	1,331.27	15,975.24	12.00	15,975.24	12.00	15,975.24		15,975.24	100%	-
258	REMOVE LIGHTING UNIT	12.00	EA	474.21	5,690.52	12.00	5,690.52	12.00	5,690.52		5,690.52	100%	-
259	REMOVE LIGHTING CABINET	1.00	EA	676.64	676.64	1.00	676.64	1.00	676.64		676.64	100%	-
260	REMOVE WIRE	2,440.00	LF	1.92	4,684.80	2,440.00	4,684.80	2,440.00	4,684.80		4,684.80	100%	-
261	GRADING BOULEVARDS	1.00	LS	7,591.41	7,591.41	0.50	3,795.71	1.00	7,591.41		7,591.41	100%	-
262	1.5" NON-METALLIC CONDUIT	1,850.00	LF	17.29	31,986.50	561.40	9,706.61	561.40	9,706.61		9,706.61	30%	22,279.89
263	UNDERGROUND WIRE 1/C NO 4 AWG	1,440.00	LF	3.60	5,184.00	2,049.00	7,376.40	2,049.00	7,376.40		7,376.40	142%	(2,192.40)
264	UNDERGROUND WIRE 1/C NO 6 AWG	10,710.00	LF	2.19	23,454.90	6,144.00	13,455.36	6,144.00	13,455.36		13,455.36	57%	9,999.54
265	UNDERGROUND WIRE 1/C NO 8 AWG	4,520.00	LF	1.78	8,045.60	2,438.00	4,339.64	2,438.00	4,339.64		4,339.64	54%	3,705.96
266	LIGHTING SERVICE CABINET	1.00	EA	7,949.34	7,949.34	1.00	7,949.34	1.00	7,949.34		7,949.34	100%	-
267	EQUIPMENT PAD	1.00	EA	1,988.61	1,988.61	1.00	1,988.61	1.00	1,988.61		1,988.61	100%	-
268	LIGHT FOUNDATION DESIGN TYPE F - MODIFIED	14.00	EA	1,389.99	19,459.86	14.00	19,459.86	14.00	19,459.86		19,459.86	100%	-
269	LIGHTING UNIT INCL LIGHT POLE AND LUMINAIRE	14.00	EA	11,095.42	155,335.88	14.00	155,335.88	14.00	155,335.88		155,335.88	100%	-
270	CONNECT CONDUIT ENDS	11.00	EA	520.10	5,721.10	11.00	5,721.10	11.00	5,721.10		5,721.10	100%	-
271	HANDHOLE (TYPE A)	2.00	EA	1,257.42	2,514.84	7.00	8,801.94	7.00	8,801.94		8,801.94	350%	(6,287.10)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Cottage Grove											Owner's Project No.:				
Engineer Bolton & Menk, Inc.											Engineer's Project No.: ON1.123273				
Contractor: Meyer Contracting, Inc.											Agency's Project No.:				
Project: East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications															
Contract:															
Application No.: 17 and Final											Application Period: From 05/14/25 to 12/02/25		Application Date: 12/05/25		
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
272	HANDHOLE (TYPE B)	14.00	EA	986.66	13,813.24	14.00	13,813.24	14.00	13,813.24		13,813.24	100%	-		
273	TRAFFIC CONTROL	1.00	LS	24,031.47	24,031.47	0.90	21,628.32	1.00	24,031.47		24,031.47	100%	-		
CHANGE ORDER TOTAL					\$ 334,103.95		\$ 300,399.21		\$ 306,598.06	\$ -	\$ 306,598.06	92%	\$ 27,505.89		
BASE BID + ALTERNATE + CHANGE ORDER															
PROJECT TOTAL					\$ 8,926,256.10		\$ 8,354,967.95		\$ 8,439,612.37	\$ -	\$ 8,439,612.37	95%	\$ 486,643.73		

PROJECT PAYMENT STATUS

Owner: City of Cottage Grove

Project Name: East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications

BMI Project No.: ON1.123273

Contractor: Meyer Contracting, Inc.

Contract Date: March 15, 2023

CHANGE ORDERS

No.	Date	Description	Amount
1	2/21/2024	Replace existing lighting system along East Point Douglas Road	\$ 334,103.95
TOTAL CHANGE ORDERS			\$ 334,103.95

\$ -

PAYMENT SUMMARY

No.	From	TO	Payment	Retainage	Completed
1	4/24/2023	4/28/2023	\$ 379,692.60	\$ 19,983.82	\$ 399,676.42
2	4/28/2023	5/27/2023	\$ 856,261.57	\$ 65,050.22	\$ 1,301,004.39
3	5/30/2023	6/30/2023	\$ 860,722.65	\$ 110,351.41	\$ 2,207,028.23
4	7/1/2023	7/29/2023	\$ 837,485.45	\$ 154,429.59	\$ 3,088,591.86
5	7/30/2023	9/1/2023	\$ 769,710.33	\$ 194,940.66	\$ 3,898,813.26
6	9/2/2023	9/30/2023	\$ 469,059.15	\$ 219,627.98	\$ 4,392,559.73
7	10/1/2023	10/31/2023	\$ 515,052.68	\$ 246,736.02	\$ 4,934,720.45
8	11/1/2023	11/30/2023	\$ 62,466.02	\$ 250,023.71	\$ 5,000,474.16
9	4/8/2024	4/26/2024	\$ 716,585.23	\$ 287,738.72	\$ 5,754,774.40
10	4/27/2024	6/7/2024	\$ 911,509.15	\$ 335,712.89	\$ 6,714,257.72
11	6/8/2024	6/28/2024	\$ 477,018.22	\$ 360,290.40	\$ 7,216,382.16
12	6/29/2024	8/2/2024	\$ 249,878.16	\$ 373,970.59	\$ 7,479,411.80
13	8/3/2024	9/13/2024	\$ 508,835.44	\$ 400,751.40	\$ 8,015,028.05
14	9/14/2024	9/27/2024	\$ 189,243.77	\$ 410,711.60	\$ 8,214,232.02
15	9/28/2024	11/20/2024	\$ 360,352.54	\$ 166,609.65	\$ 8,330,482.61
16	11/21/2024	5/13/2025	\$ 99,252.43	\$ 91,842.56	\$ 8,354,967.95
17 and Final	5/14/2025	12/2/2025	\$ 176,486.98	\$ -	\$ 8,439,612.37

MATERIAL ON HAND

Total Payment to Date	\$ 8,439,612.37	Original Contract	\$ 8,592,152.15
Retainage Pay No.	\$ -	Change Orders	\$ 334,103.95
Total Amount Earned	\$ 8,439,612.37	Revised Contract	\$ 8,926,256.10



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-323-912-672
Submitted Date and Time:	2-Dec-2025 8:12:35 AM
Legal Name:	MEYER CONTRACTING INC
Federal Employer ID:	41-1584157
User Who Submitted:	davoge
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	586330112
Minnesota ID:	3940230
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	13-Apr-2023
Project End Date:	06-May-2025
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$8,592,152.00

Subcontractor Summary

Name	ID	Affidavit Number
OMG MIDWEST INC	9215290	1398747136
TREE TOP CLEARING INC	5182073	418689024
STAPF CONCRETE CONSTRUCTION INC	6036685	1924411392
COLLINS ELECTRICAL CONSTRUCTION CO	5896211	1956950016
LAUREL INC	1714906	121974784
CENTRAL LANDSCAPING INC	7663076	1337896960
WENRICH PD CONSTRUCTION LLC	4116381	388837376
PETERSON COMPANIES	4235858	2064789504
GLACIAL RIDGE INC	1540408	573321216
VISU SEWER INC	3042816	1308569600
MAINSAVOR NORTH CENTRAL INC	6557373	893857792
MAVO CONCRETE SAWING SERVICES INC	3933990	1888301056

THUL SPECIALTY CONTRACTING INC	7502508	231878656
WARNING LITES OF MINNESOTA INC	3086922	16822272
ALL STATE TRAFFIC CONTROL INC	4300984	282112000
K OCONNOR LLC	3092611	831598592

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

Period Thru: 5/13/2025

The undersigned hereby acknowledges receipt of the sum of \$1,148,363.32

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 \$12,772.49 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Minnesota Paving & Materials

Signature:

Dan Lobello

03B2B4C4561A3C72591C74EBC5CC36F1

readysign

Assistant Secretary

(Title) **07/10/2025**

(Date)

14475 Quiram Drive, Rogers, MN 55374

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 11/25/2025

The undersigned hereby acknowledges receipt of the sum of \$16,265.52

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. ☒ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Tree Top Clearing, Inc

Signature: Kate Bauernschmidt

Officer

(Title)

12/1/2025

(Date)

4683 65th St SE Delano, MN 55328

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 01/17/2025

The undersigned hereby acknowledges receipt of the sum of \$1,249,308.74

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 \$24,986.17 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner

Stapf Concrete Construction Inc.

By

De S...
President

201 W. Travelers Tr., #210
(Title)

Burnsville, MN 55337
(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 5/13/2025

The undersigned hereby acknowledges receipt of the sum of \$1,344,010.09

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 \$14,948.54 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Collins Electrical Construction Co.

Signature: _____

VP

(Title)

11/6/25

(Date)

278 State Street St. Paul, MN 55107

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 5/13/2025

The undersigned hereby acknowledges receipt of the sum of \$58,772.31

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 \$653.69 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

*MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN*

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

Laurel Tree Farms

Signature: 

Pres.

(Title)

7/30/25

(Date)

16101 Dayton River Rd Dayton MN 55327

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 11/18/2025

The undersigned hereby acknowledges receipt of the sum of \$130,136.89

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 \$6,655.12 retainage or holdback) (Final Pay App Amount \$5,150.41
Retainage Amount \$1,504.71)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Central Landscaping, Inc

Signature: Earl Halley

President

(Title)

11-20-2025

(Date)

13655 Lake Drive

(Address)

Trust Lake, MN 55025

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 7/30/2025

The undersigned hereby acknowledges receipt of the sum of \$6,793.64

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 \$75.56 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN

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

Wenrich PD Construction, LLC

Signature: 

Wendy Sullivan, CEO

(Title)

8/15/25

(Date)

917 N 5th St, Minneapolis, MN 55491

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 02/27/2025

The undersigned hereby acknowledges receipt of the sum of \$50,914.09

CHECK ONLY ONE

1. ☐ As partial payment for labor, skill and material furnished
- ✓ 2. ☒ As payment for all labor, skill and material furnished or to be furnished
(Except the sum of \$1,039.06 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN

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

Peterson Companies

By

Laurie R. Larson

Vice President

(Title)

(Address)

Peterson Companies, Inc.

8326 Wyoming Trail

Chisago City, MN 55013

230571 HD SC

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 01/17/2025

The undersigned hereby acknowledges receipt of the sum of \$44,006.69

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 \$880.13 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

*MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN*

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

Glacial Ridge Inc.

By 

President

(Title)

310 oak street South

(Address)

new london, mn 56273

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$109,065.59

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 \$948.91 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN

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

Visu-Sewer

Signature: Shawn Miro

Division Manager
(Title)

9-16-2025
(Date)

19587 Tamarack St NW Oak Grove, MN
(Address)

55011

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 7/30/2025

The undersigned hereby acknowledges receipt of the sum of \$6,700.47

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 \$110.54 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

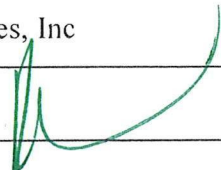
To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Pipe Detectives, Inc

Signature: 

Ron SZARKOWSKI VP

(Title)

8/7/25

(Date)

PO Box 1197 - Jamestown ND

(Address)

58402

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 7/30/2025

The undersigned hereby acknowledges receipt of the sum of \$22,730.18

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 \$252.81 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

*MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN*

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

Mavo Concrete Sawing Services

Signature: _____

Steve N. Johnson
VP

(Title)

8/1/25
(Date)

4330 Centerville Rd White Bear Lake, MN
(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 01/17/2025

The undersigned hereby acknowledges receipt of the sum of \$9,205.00

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 \$184.10 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

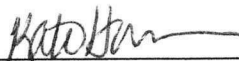
***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

Thul Specialty Contracting, Inc.

By



Vice President

(Title)

PO Box 322

(Address)

Elk River, MN 55330

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 01/17/2025

The undersigned hereby acknowledges receipt of the sum of \$111,355.26

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 \$2,227.11 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner

Warning Lites

By Keyana L. Williams

Accounts Payable Administrator

(Title)

4700 Lyndale Ave N

(Address)

Minneapolis, MN 55430

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Period Thru: 11/25/2025

The undersigned hereby acknowledges receipt of the sum of \$227,598.50

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 \$36,476.06 retainage or holdback) (Final Pay App Amount \$33,571.24, Retainage Amount \$2,904.82)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN

12860 Ravine Parkway S
55016

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

All State Traffic Control, Inc

Signature: Laurie A. Kassin

Pres.

(Title)

11/25/25

(Date)

875 Prairie Court

(Address)

Cold Spring, MN 56370

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 01/17/2025

The undersigned hereby acknowledges receipt of the sum of \$15,623.58

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 \$312.47 retainage or holdback)
3. ☐ As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property: (legal description, street address or project name)

***MCI Job #231108
E Point Douglas & Jamaica
Cottage Grove, MN***

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

K O'Connor LLC

By Kurt O'Connor

President

3637 250th St West

Faribault MN 55021

(Title)

(Address)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-031-079-904
Submitted Date and Time:	10-Jul-2025 12:33:18 PM
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:	1398747136
Minnesota ID:	9215290
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	28-Apr-2023
Project End Date:	11-Oct-2024
Project Location:	EAST POINT DOUGLAS & JAMAICA AVE COTTAGE GROVE
Project Amount:	\$1,161,135.81

Subcontractor Summary

Name	ID	Affidavit Number
CENTRAL MINNESOTA SAWING LLC	7155198	669855744
MID STATE RECLAMATION INC	1719563	99758080

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.

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

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary	
Confirmation Number:	1-340-998-624
Submitted Date and Time:	1-Dec-2025 3:39:49 PM
Legal Name:	TREE TOP CLEARING INC
Federal Employer ID:	41-1994761
User Who Submitted:	TreeTop98
Type of Request Submitted:	Contractor Affidavit

Contractor Affidavit Summary

Contractor Affidavit Number:	418689024
Minnesota ID:	5182073
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	03-Nov-2025
Project End Date:	03-Nov-2025
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$17,121.60
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us

Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

How to View and Print this Request

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

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



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-383-106-272
Submitted Date and Time:	23-Jan-2025 12:45:24 PM
Legal Name:	STAPF CONCRETE CONSTRUCTION INC
Federal Employer ID:	16-1615178
User Who Submitted:	6036685Lisa
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1924411392
Minnesota ID:	6036685
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	22-May-2023
Project End Date:	10-Oct-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$1,249,308.74
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.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-130-751-968
Submitted Date and Time:	7-Nov-2025 10:41:34 AM
Legal Name:	COLLINS ELECTRICAL CONSTRUCTION CO
Federal Employer ID:	41-1385244
User Who Submitted:	Kcullinan1948
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1956950016
Minnesota ID:	5896211
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	SAP 180-112-013
Project Begin Date:	17-Mar-2023
Project End Date:	24-Oct-2025
Project Location:	COTTAGE GROVE, MN 55016
Project Amount:	\$1,358,958.63

Subcontractor Summary

Name	ID	Affidavit Number
SAFETY SIGNS LLC	5139558	45232128

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:	1-274-341-856
Submitted Date and Time:	30-Jul-2025 3:13:52 PM
Legal Name:	LAUREL INC
Federal Employer ID:	41-1723523
User Who Submitted:	roxmatthews
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	121974784
Minnesota ID:	1714906
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	180-112-013
Project Begin Date:	03-Jul-2023
Project End Date:	11-Jul-2025
Project Location:	8690 E POINT DOUGLAS ROAD SOUTH, COTTAGE GROVE MN 55016
Project Amount:	\$58,772.31
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.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-466-072-544
Submitted Date and Time:	20-Nov-2025 10:34:51 AM
Legal Name:	CENTRAL LANDSCAPING INC
Federal Employer ID:	41-0968934
User Who Submitted:	RobinA
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1337896960
Minnesota ID:	7663076
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	SAP 180-112-113
Project Begin Date:	15-Jun-2023
Project End Date:	07-Aug-2025
Project Location:	E POINT DOUGLAS COTTAGE GROVE
Project Amount:	\$136,792.01
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.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-365-312-480
Submitted Date and Time:	19-Aug-2025 9:40:16 AM
Legal Name:	WENRICH PD CONSTRUCTION LLC
Federal Employer ID:	47-3621030
User Who Submitted:	4116381
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	388837376
Minnesota ID:	4116381
Project Owner:	MNDOT
Project Number:	231108
Project Begin Date:	18-Aug-2023
Project End Date:	18-Aug-2023
Project Location:	COTTAGE GROVE
Project Amount:	\$6,793.64
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-166-215-904
Submitted Date and Time:	3-Mar-2025 2:21:16 PM
Legal Name:	PETERSON COMPANIES INC
Federal Employer ID:	41-1934913
User Who Submitted:	jmillier@petersoncompanies.net
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2064789504
Minnesota ID:	4235858
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	23057 0N1.123273 231108 SAP 180-112-013
Project Begin Date:	22-May-2023
Project End Date:	16-Oct-2024
Project Location:	EAST POINT DOUGLAS, COTTAGE GROVE
Project Amount:	\$51,953.15

Subcontractor Summary

Name	ID	Affidavit Number
KRAMER MECHANICAL PLUMBING & HEATING, INC.	2960737	1118752768

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-194-764-000
Submitted Date and Time:	24-Jan-2025 8:13:38 AM
Legal Name:	GLACIAL RIDGE INC
Federal Employer ID:	41-1776732
User Who Submitted:	Glacial Ridge Inc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	573321216
Minnesota ID:	1540408
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	05-Oct-2023
Project End Date:	19-Jul-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$44,006.69
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-091-479-008
Submitted Date and Time:	16-Sep-2025 1:01:49 PM
Legal Name:	VISU SEWER INC
Federal Employer ID:	39-1219110
User Who Submitted:	ValPace
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1308569600
Minnesota ID:	3042816
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	SAP 180-112-013
Project Begin Date:	02-Jan-2024
Project End Date:	07-Mar-2025
Project Location:	EAST POINT DOUGLAS ROAD AND JAMAICA AVE
Project Amount:	\$110,014.50
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-809-181-152
Submitted Date and Time:	7-Aug-2025 2:13:40 PM
Legal Name:	MAINSAYER NORTH CENTRAL INC
Federal Employer ID:	27-1402077
User Who Submitted:	pam@mainsaverinc.com
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	893857792
Minnesota ID:	6557373
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	MCI #231108
Project Begin Date:	23-Oct-2023
Project End Date:	24-Oct-2023
Project Location:	COTTAGE GROVE
Project Amount:	\$6,811.02
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-074-017-248
Submitted Date and Time:	1-Aug-2025 10:32:06 AM
Legal Name:	MAVO CONCRETE SAWING SERVICES, INC.
Federal Employer ID:	47-3403544
User Who Submitted:	BwardCSS
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1888301056
Minnesota ID:	3933990
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	ON1.123273
Project Begin Date:	03-May-2023
Project End Date:	18-Sep-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$22,982.99
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-067-905-760
Submitted Date and Time:	23-Jan-2025 4:16:41 PM
Legal Name:	THUL SPECIALTY CONTRACTING INC
Federal Employer ID:	90-0211598
User Who Submitted:	Thul01
Type of Request Submitted:	Contractor Affidavit

Contractor Affidavit Summary

Affidavit Number:	231878656
Minnesota ID:	7502508
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	28-Aug-2024
Project End Date:	05-Sep-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$9,205.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-937-868-256
Submitted Date and Time:	9-Sep-2025 3:25:27 PM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	kwilliams07
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	16822272
Minnesota ID:	3086922
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	BMI ONI.123273
Project Begin Date:	01-Jun-2023
Project End Date:	01-Sep-2025
Project Location:	E PT DOUGLAS/JAMICA
Project Amount:	\$111,355.26
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.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-643-957-728
Submitted Date and Time:	25-Nov-2025 3:49:24 PM
Legal Name:	ALL STATE TRAFFIC CONTROL INC
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	282112000
Minnesota ID:	4300984
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	SAP 180-110-014
Project Begin Date:	18-Apr-2023
Project End Date:	17-Dec-2024
Project Location:	E POINT DOUGLAS & JAMAICA, COTTAGE GROVE
Project Amount:	\$264,074.55
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.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-819-229-408
Submitted Date and Time:	25-Jan-2025 10:10:01 AM
Legal Name:	K OCONNOR, LLC
Federal Employer ID:	46-2564906
User Who Submitted:	KOCONNORK
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	831598592
Minnesota ID:	3092611
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.123273
Project Begin Date:	03-May-2023
Project End Date:	09-Apr-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$15,623.58
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.



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Consent Of Surety to Final Payment

Bond No: 190052628

PROJECT: *(Name and address)*
East Point Douglas Road and Jamaica
Avenue - Reconstruction and Signal
Modifications

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Cottage Grove
12800 Ravine Parkway South,
Cottage Grove, MN 55016

CONTRACT DATED: March 15, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

Meyer Contracting, Inc.
11000 93rd Ave N
Maple Grove, MN 55369

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **December 2, 2025**

(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

Zachary R. Fuller
(Signature of authorized representative)

Attest:
(Seal)

Jamie Gifford

Zachary R. Fuller, Attorney-in-Fact

(Printed name and title)



Seal No. 5520



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213828-190056**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Crowner; Brian M. Deimerly; Craig E. Hansen; Dione R. Young; Grace Dickinson; Jamie Gifford; Jay D. Freiermuth; John Cord; Kate Zanders; Sara Huston; Seth D. Rooker; Tim McCulloh; Zachary R. Fuller

all of the city of Wauke state of IA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

WARRANTY BOND

Contractor Name: Meyer Contracting, Inc. Address (principal place of business): 11000 93rd Ave N Maple Grove, MN 55369	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Cottage Grove Address (principal place of business): 12800 Ravine Parkway South Cottage Grove, MN 55016	Construction Contract Description (name and location): East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications Contract Price: \$8,926,256.10 Effective Date of Contract: March 15, 2023 Contract's Date of Substantial Completion: October 24, 2024
Bond Bond Amount: <u>2,231,564.02</u> Date of Bond: <u>December 3, 2025</u> Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until <u>2 Years</u> years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Meyer Contracting, Inc. (Full formal name of Contractor)	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>CHARLIE KRAMER</u> (Printed or typed)	Name: <u>Brian J. Oestreich</u> (Printed or typed)
Title: <u>CFO / EEO / HR</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>[Signature]</u> (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: <u>KRISTINA FROEMMING</u> (Printed or typed)	Name: <u>Sandra M. Engstrum</u> (Printed or typed)
Title: <u>PROJECT COORDINATOR</u>	Title: <u>Witness as to Surety</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



Seal No. 5520

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

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 3rd day of DECEMBER, in the year 2025, before me personally appeared CHARLIE KRAMER, CFO / EEO / HR,
_____ of
Meyer Contracting, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Kristina Marie Froemming, Notary Public
My Commission Expires: 1/31/28

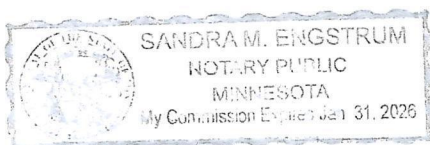
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 3rd day of December, in the year 2025, before me personally come(s)
Brian J. Oestreich, Attorney-in-Fact of
Liberty Mutual Insurance Company, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Liberty Mutual Insurance Company, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Sandra M. Engstrum, Notary Public
My Commission Expires: January 31, 2026



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213401- 190054**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristine M. Becks; Melinda C. Blodgett; R. C. Bowman; Joseph Cardinal; Tina Domask; Sandra M. Engstrum; R. W. Frank; Ted Jorgensen; Joshua R. Loftis; Ryan-Olivia E Lundy; Michelle Morrison; Austin Muehlschlegel; Brian J. Oestreich; Sarah Robinson; Ross S. Squires; Nicole Stillings; Nathan Weaver; Colby D. White

all of the city of St. Louis Park state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



City Council Action Request

7.BB.

Meeting Date 12/17/2025

Department Parks and Recreation

Agenda Category Action Item

Title Ice Arena LiveBarn Agreement

Staff Recommendation Authorize agreement with LiveBarn to provide live-streaming services at the Cottage Grove Ice Arena.

Budget Implication N/A

Attachments

1.	Council Memo - LiveBarn Agreement 2025
2.	LiveBarn and MN Hockey TV Exclusive Streaming Agreement - Cottage Grove Ice Arena (Revised 12-8) - LB reviewed (1)



To: Honorable Mayor and City Council

From: Zac Dockter, Parks and Recreation Director

Cc: Jennifer Levitt, City Administrator
Jordan Hirman, Recreation Facilities Manager

Date: December 10, 2025

Subject: Ice Arena LiveBarn Agreement

Introduction/Background

Ice Arena staff has an agreement with LiveBarn to provide subscription-based live video streaming services of all programs within the facility. LiveBarn is the largest live-streaming broadcaster of amateur sports and provides a valuable service to the Ice Arena and its customer base. This is a great resource for families and friends of players to watch events without having to be present at the site.

The terms of the agreement call for LiveBarn to provide all necessary hardware, software and bandwidth for the service. The Ice Arena is primarily responsible for providing marketing channels for the service and will receive 30% of revenue generated from subscriptions. Further, LiveBarn recently purchased MN Hockey TV which offers access to announced broadcasts for high school games. This agreement covers both services. Because of the added MN Hockey TV streaming service, the agreement has added a \$1,500 minimum (\$750 per ice sheet) revenue for those high school streaming services.

The agreement is a 5-year commitment with a 90 day termination clause. It is an exclusive agreement for live-streaming. SWCTC, other local broadcasts and team videos are exempt from that exclusivity as the intent of the exclusivity is for unmanned live-streaming subscription services only. The City Attorney has reviewed and approved the agreement.

Staff Recommendation

Authorize agreement with LiveBarn to provide live-streaming services at the Cottage Grove Ice Arena.

DATE: December 17, 2025

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

City of Cottage Grove ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Streaming Service"); and

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform") or its wholly owned MNHockey.Tv platform (the "MNHockey.Tv Platform"); and

WHEREAS the LiveBarn Platform is defined as being the subscription platform that will broadcast all of the Non-High School level activity, or other designated activity that is non-explicitly owned; and

WHEREAS the MNHockey.Tv platform is defined as being the subscription and pay per-view based platform (the "MNHockey.Tv Platform") that will broadcast all of the High School or otherwise explicitly owned activity.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE STREAMING SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal streaming quality and

avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet identified in Schedule A (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform or the MNHockey.Tv Platform (as determined by LiveBarn). In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives as described below.

1.6 If, in a typical hockey season, all High School hockey games are broadcast on MNHockey.TV or LiveBarn.com, LiveBarn will guarantee Venue Owner a payment of fifteen hundred dollars (\$1,500) per year. This payment will be made upon invoice, on the 1st of March of every contract year. For the purpose of clarity, should the High Schools games be broadcast on another streaming service other than MNHockey.TV or LiveBarn.com, Venue Owner will not be entitled to the aforementioned payment

referenced in this section, but will still be entitled to all the revenue earned under subsection 1.5.

1.7 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform or MNHockey.Tv Platform users, subject to sections 1.8 and 1.9 below.

1.8 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to “blackout” any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the “Blackout Restrictions”).

1.9 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.10 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.11 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the five year anniversary of the Latest Install Date (the “Term”), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving ninety (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured within forty (40) days after Venue Owner provides written notice to LiveBarn which outlines such breach. If Venue Owner terminates the Agreement pursuant to this subsection, LiveBarn shall

forfeit its right to any exclusivity granted under this Agreement.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that during the Term, including all Renewal Periods, and notwithstanding the termination of this Agreement by the Venue Owner, LiveBarn shall have the absolute exclusivity to stream, broadcast, or otherwise distribute all sports and recreational activities occurring on each of the Ice Rink Sheets using an unmanned operated camera. For clarity, a device is an “unmanned operated camera” if it either (i) does not require a human operator to capture footage, or (ii) uses software to automatically track the action or follow the play at an event and thereby capture, record, or broadcast footage in any automated fashion. For greater certainty, the said exclusivity shall apply for the entire Term, including any applicable Renewal Period, even if the Venue Owner elects to terminate this Agreement prior to the expiration of the Term. All Automated Online Streaming Service videos shall be of sufficiently high quality to show their intended content in a clear and recognizable fashion. All Automated Online Streaming Service videos shall display content in as dynamic a format as reasonably possible which results in smooth motion. If Venue Owner receives multiple complaints from streaming service customers that the Automated Online Streaming Service video quality at the Ice Rink Sheets identified in Schedule A fails to meet the video quality standards described herein, Venue Owner shall provide written notice of such complaints to LiveBarn. LiveBarn shall have thirty (30) days from the date notice is provided by Venue Owner to correct any streaming quality issues identified in the notice. LiveBarn shall be considered to be in material breach of this Agreement for a failure to correct the streaming quality issues identified in the Venue Owner's notice within the thirty (30) day period.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that no specification in this Agreement shall limit LiveBarn, in the case of any default by the Venue Owner, from asserting any right or remedy allowed by law, equity, or by statute.

4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue. If LiveBarn suspends all of the Automated Online Streaming Service pursuant to this subdivision and does not reinstate the streaming service within fifteen (15) days of the complete suspension of the service, LiveBarn shall be deemed to be in material breach of this Agreement.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary, but only when Venue Owner determines such person is available to provide assistance without disturbing the designated person's regular responsibilities to Venue Owner. The Venue Owner and individual designated by Venue Owner to provide assistance to LiveBarn under this provision shall not be liable for any damage, losses, or expenses incurred by LiveBarn that may be caused by the assistance provided to LiveBarn by Venue Owner's designated individual.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations. Venue Owner shall approve the notices and any subsequent changes to the notice language before they may be posted by LiveBarn at the Ice Rink Sheets listed in Schedule A.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will be named as additionally insured, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Minnesota. Any disputes shall be heard in the courts of the State of Minnesota.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law. All data collected by the Venue Owner pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

7.13 All services provided by LiveBarn, its officers, agents, and employees pursuant to this Agreement shall be provided as employees of LiveBarn or as independent contractors of LiveBarn and not as employees of the Venue Owner for any purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature: _____
Ray Giroux, COO

Date: _____

City of Cottage Grove

Signature: _____
Myron Bailey, Mayor

Tamara Anderson, City Clerk

Date: _____

SCHEDULE A (REQUIRED)

Venue Name and Address:

Cottage Grove Ice Arena

8020 80th St. S.

Cottage Grove, MN 55016

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

West Rink & North & South Rink

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Primary Contact - Venue General
Manager or Decision Maker:

Name: Jordan Hirman

Work Number: 651-458-3415

Cell Phone:

Email Address:

jhirman@cottagegrovemn.gov



City Council Action Request

7.CC.

Meeting Date 12/17/2025

Department IT Department

Agenda Category Action Item

Title ESRI Enterprise Agreement

Staff Recommendation Approve the renewal of the ESRI Enterprise 3-year Agreement for \$42,200 annually for a total of \$126,600.

Budget Implication Included in the Information and Technology budget for \$42,000 annually. The 3-year agreement ensures costs do not exceed budgeted numbers in the following years.

Attachments	1.	Memo - ESRI Council
	2.	ESRI Agreement



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Brian Bluhm, IT Manager
Date: December 8, 2025
Subject: ESRI Enterprise Agreement

Introduction

City staff have been utilizing ESRI products for over a decade. In 2020 council approved the ESRI Enterprise agreement. This agreement has allowed city staff to better utilize ESRI and its related products to collect city spatial data, map resources to plan city projects and growth. The agreement with ESRI is a three-year agreement set for renewal in 2026.

ESRI Enterprise

ESRI Enterprise, also known as ArcGIS Enterprise, is a comprehensive geographic information system (GIS) platform that enables local governments to collect, manage, analyze, and visualize spatial data across departments. It provides powerful tools for infrastructure planning, asset management, and decision-making. Key Benefits for Local Governments:

Infrastructure Data Collection

ArcGIS Enterprise integrates with mobile apps like ArcGIS Field Maps and Survey123, allowing field crews to collect real-time data on roads, utilities, signage, and other public assets. This ensures accurate, up-to-date records of infrastructure conditions.

Asset Mapping & Management

Governments can create detailed maps of assets such as water mains, storm drains, streetlights, and buildings. These maps are interactive and can be linked to databases that track maintenance history, inspection schedules, and lifecycle costs.

Data Integration & Sharing

The platform supports integration with other systems (e.g., work order management, permitting, and finance), enabling cross-departmental collaboration. Dashboards and web maps can be shared with stakeholders or the public to improve transparency.

Spatial Analysis & Planning

ESRI tools help analyze patterns like traffic flow, service coverage, or environmental impact. This supports smarter planning for capital improvement projects, emergency response, and resource allocation.

Scalability & Security

ArcGIS Enterprise can be deployed on-premises or in the cloud, offering flexibility and control over data security, user access, and system performance.

Budget Implications

This ESRI agreement renewal is an approved budgeted annual item in the data processing GL under the Information Technology Group. It is a shared departmental budget item based on users through Community Development, Public Safety, Stormwater and Utilities. The 3-year agreement ensures costs do not exceed budgeted numbers in proceeding years.

Staff Recommendation

Staff recommend the approval of the renewal of the ESRI Enterprise 3-year Agreement in the amount of \$42,200 annually for a total of \$126,600.



September 25, 2025

Eric Hause
City of Cottage Grove
12800 Ravine Pkwy
Cottage Grove, MN 55016-6103

Dear Eric,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ryan Kizewski



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/25/2025 To: 12/24/2025*

Quotation # Q-558839

Date: September 25, 2025

Customer # 18133 Contract #

City of Cottage Grove
IT
12800 Ravine Pkwy
Cottage Grove, MN 55016-6103

ATTENTION: Eric Hause
PHONE: (651) 458-2880
EMAIL: ehause@cottagegrovemn.gov

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$126,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$126,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Ryan Kizewski

Email:

rkizewski@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

KIZEWSKIR

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Cottage Grove
(Customer)

By: _____
Authorized Signature

Printed Name: Myron Bailey_____

Title: Mayor_____

Date: _____

By: _____
Authorized Signature

Printed Name: Tamara Anderson_____

Title: City Clerk_____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Brian Bluhm, IT Manager, Cottage Grove_____

Telephone: 651-458-2800_____

Address: 12800 Ravine Parkway South_____

Fax: _____

City, State, Postal Code: Cottage Grove, MN 55016__

E-mail: bbluhm@cottagegrovemn.gov_____

Country: United States_____

Quotation Number (if applicable): Q-558839_____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



City Council Action Request

7.DD.

Meeting Date 12/17/2025

Department Administration

Agenda Category Action Item

Title GPS Policy

Staff Recommendation Approve the GPS Vehicle Tracking Policy as outlined.

Budget Implication N/A

Attachments

1.	GPS Policy Council
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To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Brian Bluhm, IT Manager

Date: December 10, 2025

Subject: GPS Policy

Introduction

The City of Cottage Grove has implemented a GPS Vehicle Tracking Policy to guide the use and monitoring of City-owned, leased, or contracted vehicles equipped with GPS devices. The policy aims to promote safe driving, improve operational efficiency, and ensure responsible use of City vehicles. It applies to all employees and contractors, excluding vehicles operated by the Department of Public Safety.

Summary of Policy

GPS tracking is used to enhance safety, manage assets, and monitor vehicle usage.
Applies to all City vehicles with GPS, except Public Safety vehicles.

General Guidelines:

- City vehicles must be used strictly for City business.
- Limited personal use is allowed for employees with take-home vehicles or during authorized travel.
- Stops at legitimate business locations (e.g., restaurants, banks) are permitted; disreputable locations are prohibited.

Operational Guidelines:

- GPS devices collect data on speed, location, idling time, seat belt use, mileage, driving behavior, and vehicle health.
- Monthly reviews of driving habits are required.
- Employees have no expectation of privacy when using City vehicles.

Device Tampering:

- GPS devices are installed by the Fleet Department unless otherwise designated.
- Tampering or disabling devices is strictly prohibited and subject to disciplinary action.

Unauthorized Use:

- Vehicles must remain within City limits unless prior approval is obtained.
- Employees on "Call Out" or "Standby Assignment" must get permission to take vehicles home if living outside the City.

Access and Integration:

- Only authorized supervisory personnel may access GPS data, with written approval.
- IT department manages access levels.
- Integration with internal or third-party systems requires IT Manager approval.
- Unauthorized access or disclosure is subject to disciplinary action.
- Data is managed in accordance with the Minnesota Government Data Practices Act.

Responsibility Assignments:

- Employees: Must comply with all policy provisions.
- Supervisors: Ensure employee understanding, monitor compliance, and coordinate disciplinary actions with HR.

Staff Recommendation

Staff recommend the approval of the GPS Vehicle Tracking Policy.

GPS VEHICLE TRACKING POLICY FOR CITY OF COTTAGE GROVE VEHICLES

I. STATEMENT OF PURPOSE AND OVERVIEW:

The purpose of this policy is to establish criteria for the maintenance and use of all City of Cottage Grove vehicles that are equipped with Global Positioning System (GPS) monitoring devices. GPS is a valuable tool to promote safer driving habits and alleviate risks associated with the use of City of Cottage Grove vehicles. In addition, it will be used to manage City of Cottage Grove vehicles more efficiently and cost effectively while fostering safe operation of City of Cottage Grove vehicles.

This policy applies to all City-owned, leased or contracted vehicles equipped with GPS monitoring devices and to all union and non-union employees and contractors. Vehicles operated by the City's Department of Public Safety are excluded from this policy.

II. GENERAL GUIDELINES:

City of Cottage Grove vehicles are distinctly marked with the department name and City of Cottage Grove logo and the way they are operated directly reflects on the City's public image. City vehicles are to be used as necessary to conduct business of the City and its operations. Employees shall not operate City vehicles for pleasure travel or to conduct private business.

However, it is recognized that a minimum amount of personal use of a City vehicle may be required for those employees who are assigned a take-home vehicle while they commute to and from work in the City vehicle and conduct their daily work in or from a City vehicle. The necessity of a minimal amount of personal use is also recognized while employees are using a City vehicle for authorized travel outside of City of Cottage Grove. In such cases, brief stops while in route to or from work or authorized business travel to legitimate business sites such as banks, grocery stores, convenience stores, or restaurants for meals are permitted. Any visits to business establishments that may lend discredit to the City are prohibited.

III. OPERATIONAL GUIDELINES UNDER GPS TRACKING

Implementing the use of GPS monitoring devices will allow the City to optimize technology to analyze vehicle performance and conditions, improve safety, workforce management, and productivity, protect and manage the City's assets, and ensure that the City's vehicles are operated within the applicable safety parameters and in compliance with all traffic

regulations. Utilizing GPS monitoring devices will allow the City to monitor and collect the following data:

- Speed of travel
- Time of arrival
- Length of stop
- Time vehicle is spent idling
- Location of the vehicle at every stop
- Seat Belt Use
- Vehicle Mileage
- Acceleration and Deceleration
- Rapid starts or hard braking
- Erratic driving
- Engine and battery health

All employees who drive City of Cottage Grove vehicles are expected to comply with all governmental statutes and regulations related to the operation of motor vehicles, as well as City of Cottage Grove vehicle policies laid out in the personnel policy. GPS tracking devices will enable the City to monitor employee compliance. Driving habits and patterns, and usage shall be reviewed monthly by the designated employee of the department for which a City-owned vehicle is assigned. City employees operating City-owned vehicles understand and acknowledge that they have no expectation of privacy when using City vehicles and consent to the City's use of GPS monitoring devices on City vehicles.

IV. DEVICE TAMPERING

Unless a department has vehicle maintenance staff in place to install GPS monitoring devices, the **Fleet Department** is responsible for installing GPS monitoring devices in City vehicles. Any tampering or attempts to remove or disable a GPS monitoring device is prohibited. Any such actions will be subject to disciplinary action, up to and including termination. Employees must immediately report any malfunction of a GPS monitoring device to their supervisor and/or the **Fleet Department**.

V. UNAUTHORIZED USE

City vehicles are to be used for conducting City business only within City of Cottage Grove limits. Leaving City of Cottage Grove without prior permission is prohibited, especially if the employee is on personal time. Employees who are on "Call Out" or "Standby Assignment" status must get prior approval by their Department Director or Manager to bring their assigned City vehicle home if they live outside of City of Cottage Grove.

VI. ACCESS AND INTEGRATION

Monitoring and reporting access to GPS monitoring data is only allowed by supervisory personnel with the written permission of either the Public Works Director or City Administrator. Once permission is given, the IT department will be notified and provide the user with the appropriate access levels. **All integration into internal or third-party applications or solutions must be approved by the IT Manager prior to integration.** Any unauthorized access, disclosure or data integration by an employee shall be subject to disciplinary action, including termination.

Any City employee with access to any GPS monitoring data shall comply with this policy in performing their duties and functions related to the operation and maintenance of GPS monitoring data, may not access, use or disclose any GPS monitoring data for personal reasons or interfere with a GPS monitoring device or its operation, protect the privacy of individuals with respect to their personal information, and immediately inform their supervisor of any unauthorized access or disclosure of GPS monitoring data.

The data collected through the GPS monitoring device will be retained and disclosed in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

VII. RESPONSIBILITY ASSIGNMENTS

Employees:

Employees are responsible for compliance with all of the provisions of this policy. For the purpose of this policy, the actual operator of each vehicle shall be the responsible employee.

Supervisors:

It is the responsibility of supervisors to ensure the requirements of this policy are understood by all employees under their management. In the event of a violation of this policy, it is the responsibility of the appropriate supervisor to consult with Human

Resources and then administer any disciplinary action deemed necessary, up to and including termination. It is also the responsibility of supervisors to ensure that their employees' driving habits, patterns and usage are reviewed monthly.



City Council Action Request

7.EE.

Meeting Date 12/17/2025

Department Public Works

Agenda Category Action Item

Title Public Works GPS Purchase

Staff Recommendation Approve the purchase of GPS monitored devices from Precise for a total of \$8,000 for install and a \$22,032 subscription cost per year.

Budget Implication \$8,000 for installation, \$22,032 annual subscription. Each vehicle will cost \$294.43 for 2026 and \$216 each year after. Costs will be covered with individual division budgets.

Attachments	1.	GPS Purchase
	2.	SalesQuotation
	3.	2nd quote towmaster



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

From: Ryan Burfeind, Public Works Director/City Engineer
Adam Moshier, Fleet and Facilities Manager

Date: December 9, 2025

RE: Approval to Purchase Additional GPS Devices

Introduction

Staff has been researching the ability to GPS vehicles and equipment throughout 2024 and 2025. Staff has added GPS devices to dump trucks which was approved in 2025 budget. Staff has been discussing the ability to add GPS devices to 102 additional vehicles that are used throughout the City.

Background

Currently the City of Cottage Grove has a GPS system for the snow plowing dump trucks. Staff is requesting to add the GPS system to 102 additional vehicles in the fleet. All of the vehicles would be under the same program in Precise.

GPS tracking offers a range of benefits for the City fleet, including operational efficiency, cost savings and improved safety. Most importantly it adds a protection to employees. In the case of an accident or resident complaint regarding vehicles, staff will have the data to back up what action the employees took.

The Precise GPS program is also used for snowplowing. With the additional GPS devices in the truck, staff will be able to use it to track cul-de-sac and sidewalk snow removal operations in real time. Giving staff more data to know when routes are complete, moving drivers around the City and completing the snow removal operations faster.

A GPS Data Policy is included on the agenda for Council approval in a different memo.

Budget Implication

The cost to install the GPS module to the trucks is \$8,000 from Precise and the module itself is free of charge. The yearly subscription cost is estimated at \$18 per month per vehicle, 102 vehicles x \$18 x 12 months = \$22,032 per year.

Staff did get a second quote from Towmaster on the state contract for \$31,809 which included install and hardware.

The cost would be split between each division, depending on the number of vehicles owned. Each vehicle will cost \$294.43 for 2026 and \$216 each year after. Each department can absorb that cost within the 2026 budget.

Recommendation

The City Council approve the additional GPS monitored devices with Precise for a total of \$8,000 for install and \$22,032 subscription cost per year.



PreCise MRM LLC.
A subsidiary of FORCE America, Inc.
8633 Eagle Creek Pkwy
Savage, MN 55378
(888) 449-0357

Sales Quotation

QUOTE
QT200-2001769-1

DATE
10/10/2025
PAGE
1 OF 1

SOLD TO
681045
CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016-6103
USA

SHIP TO
113479
CITY OF COTTAGE GROVE
8635 WEST POINT DOUGLAS RD S
COTTAGE GROVE, MN 55016-3318
USA

Expiration Date: 11/9/2025
Customer Ref.: City of Cottage Grove, MN
Customer P/O:
Customer Contact:
Payment Terms: Net 30 Days
Sales Rep: Lowe, Bobby J

Ship From: PRECISE MRM LLC
Site 180
1311 E FRANKLIN RD STE 102
MERIDIAN, ID 83642-6097
USA

NOTES

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	1177379 Rev. A IX-84-GV, ELD Device with Verizon SIM <i>IX-84-GV</i>	79	ea	0.0000	0.00
2	1108076 Rev. A Cable, OBDII, Y Adapter, M x 2F, with bracket <i>MOBD2-SPLITa</i>	79	ea	0.0000	0.00
3	1176824 Rev. C Finassy - IX101-D-VZW <i>IX-101-D-VZW</i>	23	ea	0.0000	0.00
4	1175867 Rev. A Antenna, Magnet/Adhesive, Cell, GPS <i>1175867</i>	23	ea	0.0000	0.00
5	1102308 Rev. A Field Service Installation - see comment line for details <i>Install - Field Service</i>	800000	ea	0.0100	8,000.00

Prices & Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change
Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____

Date: _____

MERCHANDISE TOTAL: \$8,000.00

CHARGES: \$0.00

TAX: \$0.00

QUOTE TOTAL: \$8,000.00

Questions about your order? Contact us by phone at 888-449-0357 or email us at sales@precisemrm.com

www.forceamerica.com

**PRECISE MRM LLC
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by PreCise MRM LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 98757

**** QUOTATION ****

Ship To:	Cust: 3796	Phone:	Bill To:	Phone:
COTTAGE GROVE, CITY OF			COTTAGE GROVE, CITY OF	
8635 W POINT DOUGLAS RD S			8635 W POINT DOUGLAS RD S	
COTTAGE GROVE	MN 55016	USA	COTTAGE GROVE	MN 55016

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	10/14/25	10/14/25	0/00/00

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	23	9903111	- PreCise MRM 1015282 IX-101LS GPS ATT Cellular AVL KIT for Heavy Duty & Offroad equipment.	\$448.00	\$10,304.00
	79	9906384	- PreCise MRM 1177379 IX-84G, OBDII Plug in DEVICE, ATT	\$253.00	\$19,987.00
	23	9906385	- PreCise MRM 1175867 Professor GPS/Cellular antenna	\$66.00	\$1,518.00

Price: \$31,809.00

Total Discounts:

Net Cost: \$31,809.00

Freight

Total: \$31,809.00

Accepted by

Date

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



City Council Action Request

7.FF.

Meeting Date	12/17/2025				
Department	Public Works				
Agenda Category	Action Item				
Title	Shop Remodel Change Order #2				
Staff Recommendation	Approve Change Order #2 in the amount of \$1,660.04 for the Public Works Facility Mechanics Shop Remodel project, increasing the contract amount from \$299,797.82 to \$301,457.86.				
Budget Implication	\$1,660.04 - Dedicated Project Funds				
Attachments	<table><tr><td>1.</td><td>Memo - Cottage Grove Shop Remodel Change Order 2 12-8-25 final</td></tr><tr><td>2.</td><td>Cottage Grove CO#2</td></tr></table>	1.	Memo - Cottage Grove Shop Remodel Change Order 2 12-8-25 final	2.	Cottage Grove CO#2
1.	Memo - Cottage Grove Shop Remodel Change Order 2 12-8-25 final				
2.	Cottage Grove CO#2				



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

From: Ryan Burfeind, P.E., Public Works Director
Adam Moshier, Fleet and Facilities Manager

Date: December 8, 2025

Re: Public Works Facility Mechanics Shop Remodel – Change Order #2

Background/ Discussion

The Public Works Facility Mechanics Shop Remodel project was awarded at the April 16, 2025 City Council meeting to Rochon Corporation for an amount of \$298,915. The Engineer's estimate was \$301,190 for the construction of the project. Change order number 1 was approved on October 15th in the amount of \$882.82.

In the wash bay, the pressure washer was incorrectly wired when it was originally installed many years ago. The wash bay needs to have a GFCI 3 pole breaker to provide GFCI protection to the pressure washer. This change order is for \$1,660.04.

With this change order, the total contract amount for this project would increase to \$301,457.86. Staff is still under the total budget for the project which was \$500,000. The \$500,000 also includes design, contract administration, and hoist purchase costs.

Recommendation

It is recommended that the City Council approve Change Order #2 in the amount of \$1,660.04 for the Public Works Facility Mechanics Shop Remodel project, increasing the contract amount from \$299,797.82 to \$301,457.86.

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) Cottage Grove Public Works Facility Mechanics Shop Remodel 8635 West Point Douglas Road South Cottage Grove, MN 55016	CONTRACT INFORMATION: Contract For: General Construction Date: April 16, 2025	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: November 26, 2025
OWNER: (Name and address) City of Cottage Grove 12800 Ravine Parkway South Cottage Grove, MN 55016	ARCHITECT: (Name and address) Stantec Architecture Inc. 733 Marquette Avenue Suite 1000 Minneapolis, MN 55402	CONTRACTOR: (Name and address) Rochon Corporation 28 2nd Street NW, Suite 200 Osseo, MN 55369

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO #2: furnish and install one (1) 100amp breaker enclosure and one (1) 30amp GFCI 3-pole braker to proivde GFCI protection to pressure washer = \$1,660.04

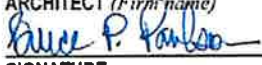
The original Contract Sum was	\$ 298,915.00
The net change by previously authorized Change Orders	\$ 882.82
The Contract Sum prior to this Change Order was	\$ 299,797.82
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,660.04
The new Contract Sum including this Change Order will be	\$ 301,457.86

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stantec Architecture Inc. ARCHITECT (Firm name)  SIGNATURE Bruce P. Paulson, PM PRINTED NAME AND TITLE November 26, 2025 DATE	Rochon Corporation CONTRACTOR (Firm name)  SIGNATURE Paul Beaton - President PRINTED NAME AND TITLE 11/26/25 DATE	City of Cottage Grove OWNER (Firm name) SIGNATURE PRINTED NAME AND TITLE DATE
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PCO #002

Rochon Corporation
28 2nd St NW, Suite 200
Osseo, Minnesota 55369
Phone: (763) 559-9393
Fax: (763) 559-8101

Project: 2518 - Cottage Grove Public Works
8635 W. Point Douglas Road
Cottage Grove, Minnesota 55016

Prime Contract Potential Change Order #002: CE #004 - R1 GFCI Breaker for Pressure Washer

TO:		FROM:	Rochon Corporation 28 2nd St NW, Suite 200 Osseo, Minnesota 55369
PCO NUMBER/REVISION:	002 / 1	CONTRACT:	1 - Cottage Grove Public Works
REQUEST RECEIVED FROM:		CREATED BY:	Jack Braton (Rochon Corporation)
STATUS:	Pending - In Review	CREATED DATE:	10/13/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,660.04

POTENTIAL CHANGE ORDER TITLE: CE #004 - R1 GFCI Breaker for Pressure Washer

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #004 - GFCI Breaker for Pressure Washer

- Furnish and install (1) 100amp breaker enclosure & (1) 30amp GFCI 3-pole breaker to provide GFCI protection to pressure washer.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	16-000.S ELECTRICAL		\$1,580.99
Subtotal:			\$1,580.99
OH&P (5.00%):			\$79.05
Grand Total:			\$1,660.04

Bruce Paulson (Stantec)
733 Marquette Avenue, Suite 1000
Minneapolis, 55402

Rochon Corporation
28 2nd St NW, Suite 200
Osseo, Minnesota 55369

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Industrial, Commercial and Residential

**** Revision #1 ****

10/21/2025

Re: Cottage Grove Public Works Mech Shop – 8635 W. Point Douglas Road Cottage Grove, MN 55016

Daley Electric is pleased to provide pricing information for the following electrical work. We propose to provide all labor, materials, tools, equipment, supervision & sales tax for the electrical work on the above-mentioned project. Quote good for 15 days. In the event of unforeseen or unplanned supply chain challenges, Daley Electric, LLC reserves the right to charge additional fees and/ or change orders associated with unknown and unplanned tariffs, additional shipping charges, and/ or material cost increases at any time before the project starts or during the project regardless of initially agreed contract price. Data and information for these changes will be supplied as necessary.

CHANGE ORDER #3: (P.O. #:257034)
Scope:

- Furnish & install (1) 100A breaker enclosure & (1) 30A GFCI 3-pole breaker to provide GFCI protection to pressure washer
- Work to be done during normal business hours, excludes any nighttime or weekend rates

Labor (\$140 per hour):	\$1,120.00
Material/ Equipment:	\$368.10
Tax on Materials (8.9%):	\$32.76
Overhead & Profit (15%):	\$60.13

BASE BID: \$1,580.99
Exclusions:

- Any scope of work not specified above
- Excludes any drywall/ ceiling repair

Sincerely,

Sr. Project Manager / Estimator

Office: (651)-379-5027 / Cell: (651)-269-1128

Tyler.Bailey@Daley-Electric.com
www.Daley-Electric.com



City Council Action Request

7.GG.

Meeting Date 12/17/2025

Department Parks and Recreation

Agenda Category Action Item

Title Reel Grinder Replacement

Staff Recommendation Authorize purchase of a Foley 633 Reel Grinder from MTI Distributing for the amount of \$57,500.89

Budget Implication \$57,500.89 from Machine and Equipment budget.

Attachments

1.	Memo-Reel Grinder
2.	River Oaks Foley Grinder 11-19-25



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

From: Zac Dockter, Parks and Recreation Director
Dennis Neitz, River Oaks General Manager
Joel Hanson, River Oaks Superintendent
Wade Huesman, River Oaks Assistant Superintendent

Date: December 11, 2025

Subject: Reel Grinder Replacement

Introduction/Background

The 2026 budget includes replacement of the 30-year old reel grinder at River Oaks Golf Course for \$40,000. This purchase replaces the current unit which is aged and poses safety risks. Reel grinders play an essential role in maintaining turf. Properly sharpened reels ensure clean cuts (improving plant health), reduce wear on equipment and enhance energy efficiency. Regular and efficient reel maintenance is crucial for the golf course operation.

Unfortunately, the quotes came in significantly over budget. Because the reel grinder is such an essential piece of equipment that will immediately improve operations, staff suggests moving forward with the reel grinder purchase. To offset the increased cost, staff will delay the \$25,000 purchase of reels that were also scheduled in the 2026 budget. Because reel grinding is a significant part of the off-season maintenance regimen, staff suggests ordering the unit now with expected delivery and payment in January of 2026.

Quotes were received from two qualified vendors who provide industry-respected reel grinders. The results of those quotes are as follows:

MTI Distributing – Foley 633 Reel Grinder	\$57,500.89
VanWall – Bernhard 4300 Reel Grinder	\$77,550.90

Staff Recommendation

Authorize purchase of a Foley 633 Reel Grinder from MTI Distributing for the amount of \$57,500.89



MTI Distributing
Equipment Quote
November 19, 2025



River Oaks GC
City of Cottage Grove
Wade Huseman

Quote Expiration Date: 12/19/2025

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	FO6331931	Foley 633 Accu-Pro AC Accu Touch 3 Control	\$51,444.75	\$51,444.75
1	FO6539544	Boom and Electric Hoist	\$2,357.25	\$2,357.25
			Subtotal	\$53,802.00
			Sales Tax 6.875%	\$3,698.89
			Total	\$57,500.89

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
Equipment delivery at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Bob Frank
Commercial Sales Rep
612-877-0837

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave N • Brooklyn Center, MN



City Council Action Request

7.HH.

Meeting Date	12/17/2025		
Department	Public Works		
Agenda Category	Action Item		
Title	Sale of Surplus Property		
Staff Recommendation	Authorize Public Works to advertise and sell surplus property on MNBid or a similar auction site.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Mnbid 2025</td></tr></table>	1.	Mnbid 2025
1.	Mnbid 2025		



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

From: Adam Moshier, Facilities and Fleet Maintenance Manager

Date: December 8, 2025

RE: Sale of Surplus Property

Introduction

Public Works is requesting this property be sold. This equipment has been replaced in 2025.

Unit Number	Equipment	Asset Number
80-6005-99	Sterling Jetter Sewer Vac	2375

Public Works also has miscellaneous small hand tools, vehicle shelving and tires that will be sold that are no longer needed.

Requested Action

Authorize Public Works to advertise and sell surplus property on MNBid or a similar auction site.



City Council Action Request

8.A.

Meeting Date 12/17/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 11-28-2025 through 12-11-2025 in the amount of \$1,171,675.82.

Budget Implication N/A

Attachments

1.	Expense Approval Report 12-17-2025 Council Meeting
2.	Payroll Check Register 12-17-25 Council Meeting



City Council Action Request

11.A.

Meeting Date	12/17/2025
Department	Administration
Agenda Category	Action Item
Title	Commission and Committee Appointments
Staff Recommendation	Approve the 2026 Commission and Committee Appointments as presented.
Budget Implication	N/A
Attachments	None



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

FROM: Tammy Anderson, City Clerk

DATE: December 17, 2025

RE: Commission and Committee Appointments

Discussion

City Code requires the appointment of the Mayor Pro Tem, or acting Mayor, and Council representatives (liaisons) to City Commissions and Committees at or before the first meeting of the year.

This recommendation fulfills this requirement by ratifying the proposed 2026 appointments.

Commission/Committee/Position	Commission/Committee/Position	2026
Mayor Pro Tem	Mayor Pro Tem	Councilmember Olsen
Beyond the Yellow Ribbon	Beyond the Yellow Ribbon	Councilmember Olsen
Cottage Grove Chamber of Commerce	Cottage Grove Chamber of Commerce	Mayor Bailey
Cottage Grove Convention and Visitors Bureau	Cottage Grove Convention and Visitors Bureau	Councilmember Olsen
East Metro Strong	East Metro Strong	Councilmember Clausen
Economic Development Authority	Economic Development Authority	Mayor Bailey & Councilmember Olsen
Great River Rail Commission	Great River Rail Commission	Councilmember Garza
Historic Preservation Advisory Committee	Historic Preservation Advisory Committee	Councilmember Thiede
Holiday Train Committee	Holiday Train Committee	Mayor Bailey
Investment Committee	Investment Committee	Councilmember Clausen & Councilmember Olsen
Parks, Recreation and Natural Resources Commission	Parks, Recreation and Natural Resources Commission	Councilmember Thiede

Planning Commission	Planning Commission	Councilmember Olsen
Public Services Commission	Public Services Commission	Councilmember Clausen
Red Rock Corridor Commission	Red Rock Corridor Commission	Councilmember Garza
South Washington County Telecommunications Commission	South Washington County Telecommunications Commission	Councilmember Thiede & Alternate Councilmember Clausen
South Washington Watershed District	South Washington Watershed District	Councilmember Clausen
Strawberry Festival Committee	Strawberry Festival Committee	Councilmember Thiede/Councilmember Clausen

Recommendation

Approve the 2026 Commission and Committee Appointments as presented.

Attachments

None