



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

September 2, 2026

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Public Safety Swearing-in and Badge Ceremony
Staff Recommendation: 1) Perform the Swearing-in and Badge Ceremony for Deputy Public Safety Director/Police Captain Nickle, Deputy Public Safety Director/Police Captain Henseler, Sergeant Swanson, Sergeant Mulvihill and Officer Pfeiffer. 2) Effective September 3, 2026, appoint Patrick Nickle and Justin Henseler as Deputy Director Public Safety/Police Captains at Non-represented Pay Plan Grade X01, Step 4. Also, effective September 3, 2026, appoint Rob Swanson and Travis Mulvihill as Police Sergeants at step D as detailed in the Sergeants labor contract. City Administrator Levitt will also administer the Oath of Office to all four and Police Officer Cole Pfeiffer.
 - B Hispanic Heritage Month Proclamation
Staff Recommendation: Proclaim September 15-October 15, 2026 as Hispanic Heritage Month.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2026-07-29)
Staff Recommendation: Approve the July 29, 2026, City Council Special Meeting Minutes.
 - B City Council Regular Meeting Minutes (2026-08-19)
Staff Recommendation: Approve the August 19, 2026, City Council Regular Meeting Minutes.
 - C Economic Development Regular Meeting Minutes (2026-05-12)
Staff Recommendation: Approve the May 12, 2026, Economic Development Regular Meeting Minutes.
 - D Economic Development Regular Meeting Minutes (2026-07-14)
Staff Recommendation: Approve the July 14, 2026, Economic Development Regular Meeting Minutes.
 - E Economic Development Regular Meeting Minutes (2026-07-27)
Staff Recommendation: Approve the July 27, 2026, Economic Development Regular Meeting Minutes.
 - F Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties in the attached table.
 - G Cannabis Lower-Potency Hemp Edible Business Registration - Banks Distro LLC
Staff Recommendation: Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Banks Distro LLC located at 7769 95th Street South, Unit A, Cottage Grove, MN 55016.

- H Criminal Justice Data Communications Network Systems - Joint Powers Agreement
Staff Recommendation: Approve Resolution 2026-113, authorizing the City of Cottage Grove to enter into Joint Power Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension (BCA) to provide access to essential criminal justice data communications network systems and tools, and authorizing the necessary network connection costs over the five-year agreement term.
- I Joint Powers Agreement with the City of St. Paul Park – Geneva Meadows Second Addition
Staff Recommendation: Approve the Joint Powers Agreement between the City of Cottage Grove and the City of St. Paul Park relating to the extension of public utilities from St. Paul Park into Cottage Grove for Geneva Meadows Second Addition and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.
- J Shop Remodel Change Order #4 and Final Payment
Staff Recommendation: Approve Change Order #4 decreasing the contract sum by \$1,496.60 due to actual costs and adopt resolution 2026-123 approving the Final Payment Request of \$2,637.27 for the Public Works Facility Mechanics Shop Remodel project.
- K Sale of Surplus Property
Staff Recommendation: Authorize Public Works to advertise and sell surplus property on Cranky Ape and or MNBid.
- L Ice Arena Rental Cancellation Policy
Staff Recommendation: Approve Ice Arena Rental Cancellation Policy
- M Extension of WAG Dog Park Lease
Staff Recommendation: Approve the third amendment for WAG Dog Park lease which extends the lease by one additional year under the current terms.
- N National Park Service Dock Grant
Staff Recommendation: Authorize grant agreement between City of Cottage Grove and United States Department of the Interior National Park Service to install a paddler dock and launch system at Hazen P Mooer Park within the National Park’s Mississippi National River and Recreation Area.
- O Mississippi Dunes Park Habitat Restoration Grant
Staff Recommendation: Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Mississippi Dunes Park native habitat restoration for a total project cost of \$450,000, requesting \$405,000 in grant funding with a required 10% local match consisting of \$30,000 in City cash and \$15,000 in City in-kind services.
- P Xcel Energy Photovoltaic Demand Credit Rider Agreement
Staff Recommendation: Authorize Amendment No. 1 to Electric Service Agreement between Northern States Power Company and City of Cottage Grove regarding Xcel Energy Photovoltaic Demand Credit Rider.
- Q Low Zone Water Tower Project Change Order #1
Staff Recommendation: Approve Change Order #1 for the Low Zone Water Tower project, decreasing the contract total by \$9,277.00 to a total revised contract amount of \$5,173,723.00.
- R Explore Minnesota 2027 Tourism Grant Agreement
Staff Recommendation: Approve the Cottage Grove Convention and Visitor Bureau to execute the grant agreement between Explore Minnesota and the Cottage Grove CVB.
- 8 Approve Disbursements
- A Approve Disbursements
Staff Recommendation: Approve disbursements from 08-14-2026 through 08-27-2026 in the amount of \$7,765,872.45.
- 9 Public Hearings
- 10 Bid Awards

11 Regular Agenda

A Adopt Preliminary Property Tax Levy

Staff Recommendation: Adopt Resolution 2026-124, Adopting the Preliminary 2026 Property Tax Levy Collectible in 2027.

12 Council Comments and Requests

13 Workshops - Open to Public

A Imagine 2050 Comprehensive Plan Update Kickoff

Staff Recommendation: Receive overview of Imagine 2050 Comprehensive Plan Update and engagement plan.

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Public Safety Swearing-in and Badge Ceremony		
Staff Recommendation	1) Perform the Swearing-in and Badge Ceremony for Deputy Public Safety Director/Police Captain Nickle, Deputy Public Safety Director/Police Captain Henseler, Sergeant Swanson, Sergeant Mulvihill and Officer Pfeiffer. 2) Effective September 3, 2026, appoint Patrick Nickle and Justin Henseler as Deputy Director Public Safety/Police Captains at Non-represented Pay Plan Grade X01, Step 4. Also, effective September 3, 2026, appoint Rob Swanson and Travis Mulvihill as Police Sergeants at step D as detailed in the Sergeants labor contract. City Administrator Levitt will also administer the Oath of Office to all four and Police Officer Cole Pfeiffer.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>20260818 Promotions Memo</td></tr></table>	1.	20260818 Promotions Memo
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To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Joe Fischbach, Human Resources Manager
Date: August 18, 2026
Subject: Police Department Promotions and Oath of Office Memo

Background

With the retirements of the Director of Public Safety/ Police Chief, Pete Koerner and Deputy Public Safety Director/Police Captain Greg Rinzel and the promotion of Brad Petersen to Director of Public Safety/ Police Chief, several key leadership positions needed to be filled. Koerner officially retired on August 14th, and Rinzel will retire on December 30th, 2026.

Following rigorous selection processes, Police Sergeant Nickle and Police Sergeant Henseler have been selected for promotion to Deputy Public Safety Director/Police Captain, and Rob Swanson and Travis Mulvihill have been selected for Police Sergeant.

Additionally, Cole Pfeiffer was promoted from Community Service Officer (CSO) to Police Officer on June 28, 2025. Having successfully completed his probationary period, Officer Pfeiffer will be administered his Oath of Office at the September 2nd City Council meeting.

Recommendation

1) Perform the Swearing-in and Badge Ceremony for Deputy Public Safety Director/Police Captain Nickle, Deputy Public Safety Director/Police Captain Henseler, Sergeant Swanson, Sergeant Mulvihill and Officer Pfeiffer. 2) Effective September 3rd, appoint Patrick Nickle and Justin Henseler as Deputy Director Public Safety/Police Captains at Non-represented Pay Plan Grade X01, Step 4. Also, effective September 3rd, appoint Rob Swanson and Travis Mulvihill as Police Sergeants at step D as detailed in the Sergeants labor contract. City Administrator Levitt will also administer the Oath of Office to all four and Police Officer Cole Pfeiffer.



City Council Action Request

6.B.

Meeting Date	9/2/2026		
Department	Communications		
Agenda Category	Presentation		
Title	Hispanic Heritage Month Proclamation		
Staff Recommendation	Proclaim September 15-October 15, 2026 as Hispanic Heritage Month.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>September 2026 Hispanic Heritage Month Proclamation</td></tr></table>	1.	September 2026 Hispanic Heritage Month Proclamation
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**PROCLAMATION HONORING HISPANIC HERITAGE MONTH
SEPTEMBER 15 — OCTOBER 15, 2026**

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

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

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

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

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

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

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim September 15 through October 15, 2026, as:

HISPANIC HERITAGE MONTH

Passed this 2nd day of September 2026.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2026-07-29)		
Staff Recommendation	Approve the July 29, 2026, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-07-29 City Council Special Meeting Minutes (Budget)</td></tr></table>	1.	2026-07-29 City Council Special Meeting Minutes (Budget)
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

TRAINING ROOM - 5:30 P.M

July 29, 2026

1. CALL TO ORDER

The City Council Special Meeting Budget Workshop was called to order at 5:30 PM by Mayor Bailey in the Training Room.

- Purpose: Session Scope: Agenda topics for this session included General Government, Internal Services, Public Safety, Capital/Debt Service (CIP overview), and revenue/expenditure projections.

2. ROLL CALL

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

3. 2027 BUDGET OVERVIEW & STRATEGIC BALANCING

Call to Order & General Government Overview

Administrator Levitt formally opened Round 2 of the 2027–2028 Budget Workshop series, introducing a comprehensive agenda focused on General Government, Special Revenue Funds, Internal Service Funds, and Public Safety. The overall General Government proposed operational budget is set at \$3,479,260 for 2027, representing a 7.44% year-over-year growth rate, and is projected to expand to \$3,916,890 in 2028 with a 12.58% increase. Within specific departmental areas, the Mayor and Council budget increases to \$140,850 in 2027 and \$150,850 in 2028, with personnel expenses remaining flat at \$60,600 and the primary cost driver being statutory salary adjustments tied to 2025 and 2026 cost-of-living adjustments (COLA) per municipal ordinance.

The overall Administration Department division budget is proposed at \$1,257,700 for 2027 and rises to \$1,567,700 in 2028. A major contributor to the 2028 expansion is the planned addition of a full-time Human Resources Director position, which staff deferred out of the 2027 budget cycle. Professional Services line items under General Government reflect \$676,450 for 2027 and \$675,200 for 2028, covering property assessing (\$283,200 in 2027; \$300,200 in 2028) and municipal legal expenses (\$393,250 in 2027; \$375,000 in 2028). Legal and prosecution contracts face ongoing cost pressures as the prosecution legal services contract will need to be negotiated in 2027.

Administrative operations within the City Clerk and Elections division reflect \$259,500 in 2027 and \$292,300 in 2028, adhering to alternating high and low annual budget cycles based on election years. Commercial licensing fee structures are undergoing detailed evaluation across waste haulers, tobacco vendors, and massage establishments to ensure user fees fully recover staff processing time and compliance. Proposed changes to tobacco licensing will mandate a 30-day advance notice to current license holders before increased fees can be brought to Council for action. Furthermore, staff highlighted operational burdens caused by influxes of complex, automated AI Data Practices Act requests, alongside administrative overhead required for local massage business background vetting and fraud prevention.

City Hall Room Reservation Fees & Usage Policy

To establish fiscal equity and prevent general taxpayers from absorbing ongoing building maintenance costs, the City is evaluating a transition away from free facility reservations for 501(c)(3) non-profits, local HOAs, and civic youth groups. Current practices leave taxpayers covering the physical wear-and-tear on audio-visual equipment, furniture, and flooring across heavily booked meeting rooms. Comparative market research reveals neighboring jurisdictions charge hourly or tiered block fees. Staff presented a structured four-hour block rate model for City Hall meeting spaces scaled by physical capacity:

- Cannon Room (Capacity 4): \$25 per 4-hour block.
- Mississippi Room (Capacity 8): \$50 per 4-hour block.
- St. Croix Room (Capacity 20): \$75 per 4-hour block.
- Training Room (Capacity 69): \$150 per 4-hour block (includes kitchen access).
- Outdoor Amphitheater: Free of charge.

Commercial entities will remain prohibited from booking these spaces. High demand underscores the need for cost recovery, as July reservation logs showed peak community usage in the Training Room with 20 reservations, followed by high booking volumes in the St. Croix Room. Staff will bring the proposed fees to Council during the fee table approval in December.

Community Programs, Finance, CVB & Housing Initiatives

The Community and Employee Programs budget is set at \$150,260 for 2027 and \$191,000 for 2028. To maintain fiscal constraint, staff did not recommend funding a \$30,000 Community Survey in 2027, though a \$30,000 comprehensive Compensation Study remains recommended for 2028. The division continues to prioritize internal employee wellness, training programs, and staff recognition events while shifting the Volunteer Appreciation Banquet to an every-other-year schedule.

The Finance Department budget expands by 17.51% to \$994,500 in 2027 and reaches \$1,039,840 in 2028. Growth is primarily driven by an additional accountant that began in 2026 to support ongoing accounting services and proactive monitoring of emerging financial fraud schemes. Fifty percent of this position is funded with the utility funds, golf course fund, and ice arena fund.

In the Convention and Visitors Bureau (CVB), lodging tax collections saw a slight increase of \$993.71 in 2025. The city relies on a combination of the Minnesota Department of Revenue and Deckard Technologies' Rentalscape compliance software to track short-term rental activity on platforms like Airbnb and VRBO to ensure full tax compliance. CVB staffing allocations were reduced to 0.20 FTE in 2025 to match available revenues.

Within Economic Development, the Economic Development Authority (EDA) budget contains \$96,000 in 2027 loan interest revenue from the Cedarhurst loan and land sales for the Tradehome Shoes expansion on the WAG property. Local Affordable Housing Aid (LAHA) statutory guidelines were reviewed; LAHA funding obligations for the Hadley Ridge Apartments conclude in 2026. LAHA funds earmarked for the Hadley Ridge/Real Estate Equities project are subject to state statutory restrictions prohibiting their use for municipal staff salaries. The Housing and Redevelopment Authority (HRA) property tax levy continues to fund 50% of the EDA Manager's compensation and \$25,000 in dedicated professional housing services.

Internal Service Funds: IT, Risk Management & Compensated Absences

The Information Technology (IT) Internal Service Fund proposed budget is \$2,237,100 for 2027 (4.33% growth) and \$2,330,970 for 2028 (4.20% growth). Software-as-a-Service (SaaS) subscriptions represent \$1,036,600 of total IT operational expenditure across all city departments, with the largest shares allocated to IT (\$401,137) and Police (\$318,800). IT is executing a major migration toward a consolidated SaaS Asset Management and Work Order system to replace deprecated fleet, facilities, and public works platforms, integrating Public Works 311 reporting.

Capital planning over the next five years includes scheduled switch and firewall upgrades, cloud migrations, and a \$150,000 to \$200,000 primary data center hardware replacement planned for 2030.

In the Self-Insurance Fund, favorable safety records reduced the City's Workers' Compensation Experience Modification Factor from 1.39 down to 0.97, yielding direct premium reductions from \$894,579 to \$554,131. However, overall municipal general liability and property insurance premiums rose to \$502,657 for the 2026–2027 policy period, while initial 2027 health insurance renewals indicate a steep 24% increase. The overall Self-Insurance budget is projected at \$4,452,100 for 2027 and \$4,872,400 for 2028.

The Compensated Absences Fund demonstrates financial stability, standing at 101% funded. With \$1,759,077 in total cash assets backing \$1,750,276 in accrued governmental liabilities, the fund balance strictly adheres to the City Council's established 90% to 110% policy reserve target, protecting Cottage Grove's AAA bond rating.

Public Safety Operations & Financial Plans

The Public Safety General Fund proposed budget totals \$16,484,320 for 2027 (10.14% growth) and \$17,679,100 for 2028. Departmental service area allocations for 2027 include \$12,652,090 for Police, \$3,704,990 for Fire Protection, \$93,340 for Emergency Management, and \$33,900 for Animal Control.

Public Safety Division Comparison:

- Police Division:\$12,652,090 (2027)\$13,606,430 (2028)
- Fire Protection:\$3,704,990 (2027)\$3,923,560 (2028)
- Emergency Management:.....\$93,340 (2027)\$114,180 (2028)
- Animal Control:\$33,900 (2027)\$34,930 (2028)

Police Division

Recommended budget additions for 2027 include \$36,000 to maintain the Flock automated license plate reader (ALPR) camera network, \$7,500 for non-sworn officer protective vests, \$12,500 for police uniform line adjustments, \$5,000 for expanded Youth Service Bureau contributions, and \$11,000 to establish a 4th K-9 officer unit. Proposed additions deferred to 2028 include \$11,000 for two speed monitoring trailers and \$180,000 for a second CMU Detective following an unawarded grant application. To control squad costs, full deployment of the assigned squad program was delayed to 2029. Total 2027 squad orders equal \$344,300, covering two replacement marked patrol squads (\$172,150) and two new marked patrol squad additions (\$172,150), while postponing two administrative vehicle replacements until 2028.

Fire & EMS Divisions

The Fire Department submitted a federal SAFER grant application to hire 7 new full-time firefighters to reach a career target of 24. The 2027 budget incorporates \$260,000 in local matching funds alongside \$708,700 in federal grant support, with the required city match scaling to \$280,000 in 2028, \$706,000 in 2029, and \$1,208,900 (100% local cost) in 2030. Recommended 2027 budget additions also include \$30,000 for new firefighter turnout gear. Proposed interior remodels at Central Fire Station—adding three sleeping dorm rooms (\$175,000) and office upgrades (\$25,000)—will be funded using remaining HERO Center capital project balances. It was noted that the interior remodel is now likely to be \$375,000.

The proposed EMS budget for 2027 is \$2.9 million. As federal and state reimbursement rates (Medicare/Medicaid) fail to keep pace with operational expenses, property taxes must increasingly subsidize the cost of keeping emergency medical services ready to respond. Recommended budget additions include \$40,000 annually under an eight-year lease model to replace aging ambulance power-load stretchers. Long-term apparatus planning includes the replacement of Ladder 2 with a stock fire engine model in 2029–2030 to save approximately \$200,000, while a complete SCBA air pack replacement (\$390,000) that will be required by late 2028.

Emergency Management & Special Revenue Funds

Emergency Management proposed adding \$15,000 per year starting in 2028 to replace one aging outdoor warning siren head annually. Replacement of the 2007 mobile command vehicle ("Strawberry 1") remains unfunded in the local capital budget, pending a request for a \$773,000 grant under the FY2027 House Commerce-Justice-Science Appropriations bill.

In Special Revenue Funds, Opioid Settlement Fund allocations total \$78,700 for 2027 to support the embedded public safety Social Worker and explore expanded Community Paramedic programming. Public Safety Forfeiture and Seizure funds reflect \$19,400 for 2027 as staff move away from reliance on asset forfeiture revenues.

Council Discussion & Next Steps

The workshop concluded with an open council discussion surrounding overall tax levy targets and multi-year expenditure planning. Council members directed staff to incorporate final contractual liabilities, proceed with planned Hero Center capital transfers for fire station dorm updates, and monitor federal SAFER grant notifications prior to finalizing the preliminary property tax levy adoption scheduled for September. Council consensus was to fund one speed trailer (\$11,000), fund one year of the warning siren head replacement program (\$15,000), reflect Community Development salaries in the HRA Fund for transparency of staff time spent on affordable housing initiatives and projects (\$50,000), and allocate funds for unknown items (\$130,000).

Motion by Council Member Thiede, second by Council Member Garza, to adjourn the meeting at 8:33 p.m.
Motion carried: 5-0.

Minutes prepared by Tamara Anderson, City Clerk.



City Council Action Request

7.B.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2026-08-19)		
Staff Recommendation	Approve the August 19, 2026, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-08-19 City Council Meeting</td></tr></table>	1.	2026-08-19 City Council Meeting
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

August 19, 2026

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on August 19, 2026, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order.

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; Zac Dockter, Parks and Recreation Director; Kori Land, City Attorney-LeVander, Gillen & Miller, Brad Petersen, Director of Public Safety; Emily Schmitz, Community Development Director; Jon Pritchard, Fire Chief; Paul Sponholtz, City Engineer.

4. OPEN FORUM

Mayor Bailey opened the Open Forum and said this is an opportunity for people to speak on something that is not on tonight's agenda. As no one wished to speak during Open Forum, Mayor Bailey closed the Open Forum.

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. Public Safety Swearing-In Ceremony

Staff Recommendation: Appoint Brad Petersen as Public Safety Director and Chief Law Enforcement Officer as Non-Represented Pay Plan Grade X02, Step 5. City Administrator Levitt will administer the Oath of Office.

Mayor Bailey said we have a very, very large group of people out in the entryway area because we have a couple of special events tonight. The first one is the Public Safety Swearing-In Ceremony to appoint Brad Petersen as the Public Safety Director. Before we get to the actual nuts and bolts of this, I do need a motion and a second to approve his promotion.

Motion by Council Member Olsen that we appoint Brad Petersen as Public Safety Director and Chief Law Enforcement Officer for the City of Cottage Grove; second by Council Member Thiede. Motion carried: 5-0.

Mayor Bailey asked the group out in the entryway to come in, which they did. Mayor Bailey asked the Council Members to come down in front of the dais, as our City Administrator was going to administer the Oath of Office to Brad Petersen.

City Administrator Jennifer Levitt said, Good Evening, Everybody. Tonight is a very special night, as we will be swearing in a new Public Safety Director and Police Chief for the City of Cottage Grove, Brad Petersen. Brad is a long-time resident of Cottage Grove where he lives with his wife and their two adult sons. He is actively involved in the community, serving the Mississippi River Valley Beyond the Yellow Ribbon and the Cottage Grove Lions Club.

Before beginning his law enforcement career, Brad earned a bachelor's degree in criminal justice, and gained valuable experience as a firefighter and paramedic. He is a 23-year veteran of the Cottage Grove Police Department where he has served in a variety of roles, including Community Service Officer, Police Officer-Paramedic, Field Training Officer, instructor, detective, and patrol sergeant. As the Deputy Director of Public Safety, Brad served as the Patrol Captain and Interim Director of Public Safety. He also served several roles with the Washington County S.W.A.T. team, ultimately retiring as the Assistant Commander.

During his law enforcement career, Brad served for 10 years as a Calvary Officer in the Minnesota National Guard. Brad is committed to enhancing public safety, strengthening community partnerships, and serving the residents of Cottage Grove with professionalism and dedication.

The position of Police Chief plays a critical role in our community. The badge that is worn represents the top tier of leadership in Public Safety, holds the ultimate accountability and burden of public safety decisions. The badge signifies absolute commitment to serving the community. It also represents and sets the moral and professional standard and tone for the entire Public Safety team.

Tonight's Oath and badge pinning carries with it the public's trust and confidence. Tonight, his wife, Jeanne, will be pinning his badge.

Administrator Levitt said Brad, please raise your right hand and repeat after me, and she proceeded to read the Oath of Office aloud. Administrator Levitt congratulated Brad, he replied thank you, and everyone applauded.

Brad's wife, Jeanne, stepped forward and pinned his badge, and everyone applauded.

Director Petersen said I'm going to keep this quick. Those of you who know me know I'm not about flowery speeches and overpromising. I like to let my actions and the reputation of the department do the talking for us. But I figured tonight's a milestone for me and the department, and I figured it wouldn't be a good look to not give proper ado to the people who played a role in my career and put me in this position.

So, without further ado, I want to recognize my family for their sacrifices and their support. Their patience for the long hours, the many meetings, the endless stream of phone calls and emails at all hours of the night, your patience for that means more to me than I could ever express. I wish I could say it's going to get better, but we all know it's not. (Everybody laughed) The Chief's badge comes with a heavy burden and a lot of responsibility, and if anybody knows me, I'm going to step up to that challenge and do it to the best of my ability. And, so, I apologize in advance, it's going to be a long five years until I retire. (Everybody laughed) But what I do know is that I couldn't shoulder that responsibility without my family, and so, I appreciate you standing by my side and supporting me and letting me focus all my energies on the community and this team. That means a lot to me, so thank you.

I'm incredibly honored and grateful for this opportunity to serve our community and I'm honored to lead this exceptional Public Safety team. When I look around every single day, I'm impressed, I'm proud, I'm honored every day with the way you deliver top-notch care and service to our community. So, thank you.

And I'm proud to carry on this proud legacy, and I want to take this opportunity to acknowledge retired Chief Pete Koerner for your leadership and mentorship and everything you've done to position this organization and me at this moment in time. So, thank you, and to your family as well, because I know the sacrifices you made as well. Mayor and Council and City Administrator, thank you for the trust and support that you've shown me and this team. Your ongoing support allows us to do what we do every single day, and we couldn't do it without you, so thank you.

Until recently, I never aspired to this role or imagined myself standing here tonight. I think most of us could agree upon that, nobody saw me here in this moment, right? And, so, sometimes in angst and sometimes in serious reflection, I'm always humbled by this experience, I've often asked myself recently, how did I get here? And it comes down to two things: I care incredibly about this community, and I'll work tirelessly to advance our Public Safety agenda. And, secondly, I'm surrounded by an incredible Public Safety team, friends, families, mentors, staffing leaders, and community partners throughout this City and this community that share my passion, my vision, and you've shaped me into this servant leader that this organization needs today and in the future. And, so, for that, I'm grateful for the trust, the support, and the guidance that you've all invested with me.

While Cottage Grove Public Safety is undergoing many changes, under my leadership, we will remain fiercely committed to the Core Values, Mission, Vision, and Strategic Goals that's made us successful to this date. Some things will not change. We will continue to deliver exceptional service with empathy. We will work alongside our community as partners to promote safety and security. To maintain the public's trust, we will be transparent and held to the highest professional standards, and we will be resilient and innovative as we adapt to the growth and challenges that lie ahead. Cottage Grove Public Safety will continue to be a source of community pride.

I'm thankful for this opportunity and grateful to everyone who made it possible. I'm extremely proud to lead the men and women of Cottage Grove Public Safety, and I look forward to the work ahead. Thank you to those who joined us tonight, that means a lot to me and our entire team, and thank you for the many messages of warm congratulations and support that I've received over the recent days. This evening is a meaningful milestone for me and the team, so let's take a minute to celebrate, because tomorrow it's back to work, our focus returns to the community, our mission, and the team. Together with our residents and community partners and this devoted Public Safety team, we'll continue building a community that we're all proud of you. And, so, thank you.

Everyone applauded, after which Director Petersen shook hands with Mayor Bailey and the City Council Members. Photographs were taken of everyone present, including Director Petersen's wife and children.

B. Recognition of Reserve Officer - Matt Jordan

Staff Recommendation: Recognize Matt Jordan's retirement by presenting him with a badge and Certificate of Appreciation.

Director Petersen said so, my first official act as the Director of Public Safety and Police Chief is going to be bittersweet. I get the pleasure, the honor, to honor and recognize Reserve Sergeant Matt Jordan tonight after his retirement. And it's bittersweet to me because Matt is a friend, he's been an asset to this organization, and so I want him and I'm sorry to see him go; on the other hand, I know he's going to have more time to spend with his family and more time to devote his other service endeavors in the community, and so, I'm glad that he will be able to do that. So, before I get carried away, I'm going to invite Matt to come up in front of the crowd, I know he's going to love this. (Everybody laughed).

Director Petersen said all right, so, I'm going to read this certificate real quick, and then I'm going to ad lib and talk a little bit about Matt, and he's going to enjoy every minute of it. (Everybody laughed):

"In recognition of outstanding excellence, Reserve Sergeant Matt Jordan is presented this Certificate of Appreciation. With great appreciation, the Cottage Grove Police Department recognizes your dedicated and exceptional service as a Reserve Officer. During your 13-year career, you volunteered over 1,000 hours in support of CGPD's Mission to provide an exceptional service to the citizens of Cottage Grove. You demonstrated calm professionalism, selfless service, an ever present helping hand, and genuine care for our community. You are a dependable partner and trusted mentor within the Public Safety team. You embodied CGPD's Motto of Guardians Serving our Community, and for that, CGPD is eternally grateful for your service and friendship."

Director Petersen said and, so, in just a moment, I'm going to present Matt with this certificate and the badge that he wore for the last 13 years. And, so, this is something new, we've never done this here in Cottage Grove where we recognize a retiring Reserve Officer with their badge and a certificate. We felt it was time to start honoring them, recognize them for their incredible service and the amount of effort that they put into this program. So, for those of you who aren't familiar with the Reserve Program, they're 100% sworn officers who do all the things that aren't glamorous, but they're vital to our mission, right? They direct traffic when it's raining during the parades

and events, they stand on a perimeter, they transport prisoners to jail at night. Whatever it is, they answer the call, and they do it for no pay.

Sometimes, it's because this position is a steppingstone to a law enforcement career, but at other times, it's just a truly devoted individual who wants to give back to the community, and that's the case for Matt Jordan. For the last 13 years, he wasn't pursuing a career in law enforcement, he did this because he loves Cottage Grove, he answered the call every time we asked. He was the consummate professional, he never questioned, never complained, he just stepped up and he did what was right for the community and what was helpful to the Police Department. And, so, for that, for being a friend to all of us, for your service to everybody here on the whole Public Safety team, I can't thank you enough. And, again, I want to apologize and thank your family for all the years and hours that you've dedicated. And, so, with that, Matt, I want to present you with this certificate and your badge that you wore for the last 13 years. Everybody applauded.

Photographs were taken with Matt and Director Petersen, Mayor Bailey, and the Council Members. Mayor Bailey then asked Matt's entire family, including his parents, to join them up front; they all did so, and more photographs were taken. Mayor Bailey congratulated Matt, as did all of the City Council Members.

Mayor Bailey said all right, as you can see, we had a large group that was here for these two great events, so we're just going to let the doors close and then we'll get the meeting going.

7. CONSENT AGENDA

- A. Approve the June 17, 2026 City Council Special Meeting Minutes.
- B. Approve the July 22, 2026 City Council Special (Budget) Meeting Minutes.
- C. Approve the April 14, 2026 Advisory Committee on Historic Preservation (ACHP) Meeting Minutes.
- D. Appoint Pete Koerner to the Planning Commission with a term ending on February 28, 2027.
- E. Appoint Karen Kemper to the Parks, Recreation and Natural Resources Commission.
- F. Approve the issuance of rental licenses to the properties listed in the attached table.
- G. Approve Resolution 2026-117 accepting the 2nd Quarter Donations.
- H. Approve the 2027-2028 Labor Contract with the Police Officers Union. All wage and benefits costs have been budgeted for in the 2027 Budget.
- I. Approve the 2027-2028 Labor Contract with the Sergeants Union. All wage and benefits costs have been budgeted for in the 2027 Budget.
- J. Adopt Resolution 2026-114 awarding the Mississippi Dunes Tree Planting Contract to Wilson's Nursery in a total amount of \$31,965, and authorize the Service Agreement between Wilson's Nursery and the City of Cottage Grove.
- K. Authorize Resolution 2026-115 approving final payment to Killmer Electric Company, Inc., in the amount of \$10,335.19 for the Kingston Park Site Power Upgrade Project.
- L. Adopt Resolution 2026-118 to approve buying 2.0 acres from WAG in the amount of \$78,408.00 (Parcel ID: 21.027.21.43.0005).
- M. Authorize Resolution 2026-116 awarding the Lehigh Culvert Replacement Project to Dynamic Earth & Civil LLC in the amount of \$37,800, and authorize the Service Agreement between Dynamic Earth & Civil LLC and the City of Cottage Grove.
- N. Approve the State of Minnesota Federal Transportation Grants Technical Assistance and IJJA Discretionary Match Grant Agreement related to the Safe Streets and Roads for All project.
- O. 1) Adopt Resolution 2026-119 approving the Final Plat for Lochridge Second Addition, subject to minor modifications as approved by the City Attorney. 2) Approve the Lochridge Development Agreement with Pulte Homes of Minnesota LLC and DRP Odin 16, LLC, subject to minor modifications as approved by the City Attorney. 3) Adopt Resolution 2026-120 approving the Lochridge Second Addition Development Plans dated July 14, 2026, prepared by Alliant Engineering, Inc., subject to final approval by the City Engineer in writing.
- P. Approve the Agreement to Construct Lateral Water Line between the City and Christ the Lord

Lutheran Church, and Adopt Resolution 2026-122 awarding the 9998 90th Street Water Service work to Burschville Construction, Inc. in the amount of \$93,450.00.

Council Member Olsen wished to pull Item D, Planning Commission Appointment-Koerner, and Council Member Thiede wished to pull Item E, Parks, Recreation and Natural Resources Commission Appointment-Kemper, Youth Seat, for further comment and/or discussion by the City Council.

Council Member Olsen said thank you, Mayor, Council, I pulled this item because I simply wanted to ask for your support in the appointment of Pete Koerner to our Cottage Grove Planning Commission, with a term that will end on February 28, 2027. For those of you who don't know Pete, he's a longtime resident of the City of Cottage Grove, he grew up here, went to Park High School, and he served the community as a youth athletics coach for several years, and oh, by the way, he was our Public Safety Director for quite some time as well. Pete recently retired from that role, but has a strong desire to continue serving the community. Pete is also a member of the Cottage Grove Lions Club and very active in that role, but since he had a little spare time, he thought maybe joining the Planning Commission would be a good idea, and I happen to agree. So, we are looking to appoint Pete to a term on the Planning Commission with your support, and I would ask for your unanimous consent. Thank you, Mayor.

Mayor Bailey said awesome, fantastic, thank you.

Council Member Thiede said yes, I also have a recommendation for a commissioner for Parks and Rec, and so, Vice Chair Susie Brown and I interviewed Karen Kemper, who is actually a junior this year or he might even be a senior; but at any rate, he is actually a perfect person to be a youth member of the Parks and Rec. He actually is a volunteer with Parks and Rec and a staff member for the supervised summer playground. So, he's glad he stepped up, and I'd appreciate very much if he was approved because he's a perfect selection, in my opinion.

Mayor Bailey said fantastic, thank you.

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 07-31-2026 through 08-13-2026 in the amount of \$3,858,069.27.

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said I've got nothing tonight, Mayor.

Council Member Olsen said well, thank you, Mayor, first and foremost, I want to get the important stuff out of the way. The City of Cottage Grove recently held their Employee Appreciation event at River Oaks, and it is my honor and duty, because I lost a bet, to congratulate Captain Greg Rinzel and Pat Nickle for their victory in the all-important and extremely competitive bags tournament that was held. I do know that the City Administrator participated, I believe her partner was our HR Manager for the second year in a row, and if I'm correct, they may

have been bounced in the first round, both years. Is that accurate? Administrator Levitt replied thank you for not using the word annihilated. Council Member Olsen said pick your adjective, it's just fine. But, again, congratulations to Greg and Pat on their hard-won victory.

I also just wanted to take a moment, as we honored a friend of mine this evening, Matt Jordan, who serves with me on our Mississippi River Valley Beyond the Yellow Ribbon Network team, he's our treasurer, along with Chief Petersen and Captain Nickle and some others. Matt is a tremendous individual, and if you know Matt, you know that he's a very quiet fellow, he's not real flashy, but Brad said it very well when he talked about Matt's contributions to the community over the last 13 years; and I just wanted to add my compliments to him for all the hard work and effort that he's put forth. I've seen him in action, doing any number of jobs in uniform as a Reserve, whether that's patrolling Strawberry Fest, helping out at the Fourth of July festival, directing traffic at parades, working in all kinds of bad weather conditions, super-hot, super-cold, rainy, wet, etc., never a complaint. And we're very lucky to have him as a member of this community, and we're also very grateful to have him as part of our Mississippi River Valley Beyond the Yellow Ribbon team. So, I just wanted to add my congratulations to him on his retirement. While I'm certainly happy for Matt and his family, I'm sad for us, but change is constant, so we'll move forward, and we'll move forward with gratitude.

And then last, Mayor, I know you were at a ceremony last week in which the City of Cottage Grove was honored for our support of our military families and veterans in the community. I just wanted to take a moment to congratulate the entire City staff. I know our Public Safety team was involved with this as well. This was quite an honor and something that I understand you were able to further commit to as we move forward. So, I mentioned our Mississippi River Valley Beyond the Yellow Ribbon team, that's something that we take a great deal of pride in is supporting our military families and our veterans, and we have a lot of those folks who actually work for the City of Cottage Grove. Congratulations to the City for being recognized for that level of support, I think that's a very special thing. With that, I'll turn it back to you.

Mayor Bailey said sounds good. I guess I'll just real quick piggyback on what you just shared; just to let you know, they will be coming to a future City Council meeting to officially present us and share with us the award that we got. And then, obviously, our goal is to continue to, I'll call it move up ranks, maybe, as we continue to support veterans and their families.

Council Member Thiede said yeah, I really don't have too much to add. Just to also congratulate Brad for his advancement, and I know we'll be in good hands. And, also, to Matt Jordan, I'm hoping he has fun in his retirement and has time to do some things as opposed to just attending to a honey-do list or something like that. So, that's all I've got.

Council Member Garza said thank you, Mayor. Well, congratulations, Brad, and your speech was great, so you did well.

I will talk food because that is my favorite thing to talk about. We are having food trucks here tomorrow at City Hall, and it is a taco truck, the Twin Cities Taco truck, from 11:00 a.m. to 1:00 p.m., so stop up here at City Hall and have some tacos.

Following that, next month, September 19, is our Food Truck Festival. So, that is going to be amazing with 30+ food trucks and a lot of other fun activities; that starts at 11:00 a.m. and come on down to Kingston Park and have fun with us.

With that, Mayor, I'll give it back.

Mayor Bailey said and I guess I'll just piggyback on that, so it's from 11:00 a.m. until 6:00 p.m. at Kingston Park. There are going to be some vendors and such there, too, I believe. It's not just food trucks, because that's the purpose, but admission is free, obviously you have to pay for the food, but there are maybe some giveaways and things, and then there's music. So, we have a variety of music opportunities there, too; it almost sounds like a mini Strawberry Fest, but in the Fall. So, it's all good, and it's been very well attended the last couple years. Mayor Bailey said one other item, I'll just mention real quick, is there is going to be a Public Safety open house at the HERO Center, the training center next door to City Hall, on Wednesday, September 23, from 5:00-8:00 p.m. Lots of hands-on activities, things to explore, some giveaways, I'm sure there'll be some food there, too, there

always seems to be. You'll be able to see what keeps our local first responders active in our community and keep them safe, as well as all of you safe.

The last thing I'll just throw in there, not specific to that, but what was really telling tonight for me is when I look at all of the people that were behind us when we were standing down in front, and then looking at the previous Public Safety Director Pete Koerner is a Cottage Grove guy, and now we've got Brad, who has been living here for quite a long time and raised his family here. I look at all the police officers and firefighters who are out there, there are so many that came up through the ranks, if you will, and came up as members of our community over the years. So, I truly believe that is part of the reason I think there's such a connection within our community, between our Public Safety Police, Fire, and EMS departments and the community here because so many of our police officers, medics, and firefighters have all come up through, and leadership, specifically, have come up through being a member or grew up here in Cottage Grove, maybe went to Park High School or whatever school. But I just want to say it's been fantastic to see. Brad, as you know, we've talked before, we're very excited for you and the team, and we'll look forward to some continued amazing things happening in our Public Safety, Fire, and EMS, because that's your big title now, you have it all, so.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Garza, to adjourn the meeting at 7:32 p.m.

Motion carried: 5-0.

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



City Council Action Request

7.C.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Economic Development Regular Meeting Minutes (2026-05-12)		
Staff Recommendation	Approve the May 12, 2026, Economic Development Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-05-12 EDA Meeting Minutes</td></tr></table>	1.	2026-05-12 EDA Meeting Minutes
1.	2026-05-12 EDA Meeting Minutes		



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

May 12, 2026

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 rise 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-Absent; EDA Member Jean-Baptiste-Here; EDA Member Khambata-Absent; EDA Member Latack-Absent; EDA Member Scott-Here; EDA Member Tschida-Here.

Staff Present: Jennifer Levitt, City Administrator
Nate Carlson, Economic Development Manager
Brenda Malinowski, Finance Director
Jaime Mann, Assistant to the City Administrator
Emily Schmitz, Community Development Director

Others Present: None.

4. APPROVAL OF MINUTES

A. *Staff Recommendation: Approve the April 14, 2026 Economic Development Authority Meeting Minutes.*

EDA Member Scott made a motion to approve the April 14, 2026 Economic Development Authority Meeting Minutes; second by EDA Member Tschida. Motion carried: 4-0.

5. BUSINESS ITEMS

A. Community Development Update
Staff Recommendation: Receive the Community Development Update.

EDA President Bailey said Nate's going to take us through this.

Economic Development Manager Nate Carlson said Good Morning, President Bailey and Members of the Board. I'll give you the Beige Book highlights, as well as a Community Development Update.

From the Federal Reserve Bank of Minneapolis, the following economic activities occurred since the last report: Economic Activity: Has increased slightly. Employment: Rose slightly. Labor Demand: Is positive. Prices: Increased moderately. Wage Growth: Was moderate. Manufacturing, Energy, Commercial Construction, Commercial and Residential Real Estate: Have all increased. Residential Construction and Consumer Spending: Were flat. Agriculture Conditions: Continue to remain weak.

Development Updates: Park Grove Library: Currently, demolition has occurred, and they're working on rebuilding the exterior. Waiting on Xcel Energy to disconnect gas and electrical utilities within the building to continue with demolition of a portion of the building and the parking lot. The new section of the foundation and relocated utilities will start once Xcel has completed their work. Cottage Grove Middle School: Is making progress on the interior storefront frames, glass, and doors. Installation of the interior cabinets is underway. Oltman Middle School: Is also making additional progress with installation of concrete stoops for the new entrances, and the windows for the cafeteria addition have started.

Planning Projects: Two major apartment projects that are currently under construction: Roers Apartment: Installation of the foundation drain tile has started. Installation of the foundation footings and block walls continue. You can see it going up along Highway 61. Hadley Ridge Apartments: Installation of the precast columns, beams, and hollow core slabs are complete, for the

parking structure below. Installation of the underground plumbing, civil storm pipes, and wood frame walls have also started. Cedarhurst Mansion Project: Framing for the atrium has started after some significant tree clearing. Water Tower: The installation of the interior concrete slab is complete. The surface preparation for painting the exterior steel tank has begun. It's my understanding the tank will also go up here soon.

Nate said that's all I have. EDA President Bailey said all right, thank you. I was laughing because Jennifer looked all excited, she's waiting for that tank to go up on there.

Administrator Levitt said well, Mayor, Members of the EDA, today is a very big day. Today, we approved the logo placements on the tank, and so the tank should lift on Sunday. So, if you don't have anything to do on Sunday, you can come out and watch that steel bowl be lifted to the top of the concrete pillars.

EDA President Bailey said only our engineer. All right, thank you, and thank you, Nate.

B. Country Inn & Suites - Façade Improvement Program Application

Staff Recommendation: Approval of Façade Improvement Grant Request for the Country Inn & Suites.

EDA President Bailey said Nate, you're going to walk us through the next few, actually.

Nate replied yes, sir. President Bailey and Members of the Board, I have two Façade Improvement applications for your review today.

The first, and I bring it to you first, prior to the second one, because it was the most complete application, and it's from the Country Inn & Suites. I had a great conversation with the owner to get a better sense of the operations of the business, as well as the hospitality industry. They're also trying to engage more with our Convention and Visitors Bureau (CVB), so we have some upcoming meetings to set and coordinate with our CVB team with the owner of the Country Inn & Suites. But in the meantime, he is also looking at doing some major improvements to the exterior façade, and so that is what we have before you today.

As a reminder, the program started in 2019. It's a grant-based reimbursement program based on a 50% match. The purpose is meant to beautify buildings, increase consumer awareness, and sustain a healthy commercial building stock. As far as criteria are concerned: It needs to be within Cottage Grove, encourage improvements to surrounding businesses, and it needs to be consistent with the Comprehensive Plan and City Codes, and it needs to be zoned for business and it cannot be a residential project.

So, after my review of the eligible costs, the Country Inn & Suites is eligible to receive the maximum grant award of \$24,999. On the graph below here, you can see a number of things that they would be working on for the exterior façade.

Nate said I have a motion prepared, and I can take any questions.

EDA President Bailey said all right, so, EDA Members, are there any questions for Nate on this application?

EDA Member Tschida said I guess all I have is a budgeting question. So, this is the maximum grant award, and I know we gave a maximum grant to The Madison earlier this year, I believe. Nate said that's correct. EDA Member Tschida said, so, with the next application, I guess my understanding is we have the ability to do two of these a year, so I guess how are we shifting funds around to figure that out?

Administrator Levitt replied Mayor, Members of the EDA, in previous years we haven't actually awarded the full amount, I think we've budgeted up to \$75,000, and in previous years, we actually haven't used the full value. So, we would just use essentially Fund Balance from last year to supplement this year's because I think this year, I think we're at \$50,000 in the budget.

EDA Member Tschida said okay, so, I mean, we're able to roll from one year to another? I don't know exactly how we set our budget, but it's my understanding that would normally fall to the bottom line, you know, in my understanding.

Brenda Malinowski, Finance Director, replied Board Member Tschida, yes, we would see if there's some available funding within the current year budget; you know, we can move some lines to another, but the other thing is if we go over in total of the budget, we would use Fund Balance. So, then we'd bring an Amendment back at that time, but we think we're okay because we can use that Fund Balance if necessary.

EDA Member Tschida replied okay, perfect. Thank you.

EDA Member Jean-Baptiste said just a quick follow-up question to that. Do we know how much funds we have from the previous year that we are able to roll over this year without dipping into other balances?

EDA President Bailey replied she's looking, I can tell.

Director Malinowski replied we had \$137,000 in the Fund at year end, so that would be available for that.

EDA Member Baptiste said, got it, thank you.

EDA President Bailey said yeah, and I would just mention, and it was a good question earlier, because I know there was, especially during COVID years, there wasn't any, we kind of rolled it, so there was nothing happening during those years, so.

EDA Member Tschida said I guess of that \$137,000 in that account, is that only for this program, or does that cover other things as well?

Director Malinowski replied that covers everything EDA related. So, if it wasn't used for Façade Improvements, it could be used for other EDA-related items.

EDA Member Tschida said okay, so, if another project comes to us later in this year kind of a thing. Perfect, thank you.

EDA President Bailey asked if there were any other questions at this point, none were asked. He said all right, as you can see, there is a motion and a second that we need to make.

Recommendation, By Motion:

Award Yogi Cottage Grove, LLC, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program.

Motion by EDA Member Tschida to award Yogi Cottage Grove, LLC, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses, as part of the City of Cottage Grove Façade Improvement Grant Program; second by EDA Member Scott. Motion carried: 4-0.

C. Voltas - Façade Improvement Program Application

Staff Recommendation: 1) Approval of Façade Improvement Grant Request for Voltas. 2) Make a motion to direct staff to hold future applications until 2027 when additional funding will be made available for the Façade Improvement Program.

EDA President Bailey said we'll move to the next one, which is the final one for the year, which is Voltas Façade Improvement Program application.

Nate said President Bailey, Members of the Board, a secondary Façade grant that I was also working on in tandem with the Country Inn & Suites was with a new business in the Industrial Park, Voltas; it's off of 97th Street, in the previous Advance Corporation building, if you're aware of that. They're a med tech company, so in addition to creating their own medical technology, they are providing entrepreneurial kind of development space, so some new clean rooms that they're implementing in the building, to offer entrepreneurs and startups opportunity to work on their technology.

So, with that said, they have submitted an application for the Façade grant. There's a significant amount of landscaping to be done, exterior paint, and a building sign, with a total project of almost \$13,500. However, of the eligible costs, that's \$6,551, because we do reduce landscaping to 25% as eligible costs of the total cost, with a max award of just about \$3,276.

Nate said I'll say so I have a motion prepared for the award, but also secondarily directing staff to hold future applications for 2027 when we have additional funds available for the program.

EDA President Bailey said which kind of goes to what EDA Member Tschida was talking about earlier, exactly. Okay, any questions on this particular one? None were asked. EDA President Bailey said all right, then in this case, we have two motions, one is regarding the award, and the other one is holding any future applications until 2027.

Recommendation, By Motion:

- 1. Award Voltas Holdings, LLC an award letter for the submitted project with matching funds of up to \$3,276 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program**
- 2. Make a motion to direct staff to hold future applications until 2027 when additional funding will be made available for the Façade Improvement Program.**

Motion by EDA Member Tschida to award Voltas Holdings, LLC, an award letter for the submitted project with matching funds of up to \$3,276 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program; second by EDA Member Scott. Motion carried: 4-0.

Motion by EDA Member Jean-Baptiste to direct staff to hold future applications until 2027 when additional funding will be made available for the Façade Improvement Program; second by EDA Member Tschida. Motion carried: 4-0.

D. TIF Agreement Amendment for Roers Housing Project

Staff Recommendation: Adopt Resolution 2026-003, which amends the TIF Agreement and Declaration of Restrictive Covenants with Roers to include rent restrictions on affordable units.

EDA President Bailey said and Nate, you're taking this one, too.

Nate said yes, sir. President Bailey, Members of the Board, you may recall, so in my Community Development Update, we have Roers is doing an apartment project, off of Point Douglas there. We did approve a TIF Agreement in November, 2025; it's a Housing TIF, so with the Housing TIF Statute, there are requirements for Affordable Housing within that State Statute. At the time we approved that TIF Agreement and the corresponding documents to abide by the Statute, which only applies to income restrictions on projects, not rental restrictions. They did begin construction in January, 2026, and the developer, Roers, has since come forward requesting an Amendment to the TIF Agreement and corresponding documents, to also include rental restrictions.

Why would they ask for this? Well, they are going after the 4d Tax Classification from the State of Minnesota, and the State of Minnesota is requesting that this TIF Agreement hold the rental restrictions for the property as the overriding document that confirms that 4d Tax Classification. And, so, what staff has prepared, in coordination with our attorney, is an Amendment to the TIF Agreement, as well as the Declaration of Restrictive Covenants. That Declaration will be recorded against the property to maintain that Affordable Housing, so long as the TIF District is in place.

So, all that said, we have a Resolution prepared for the EDA to approve, which amends the TIF Agreement and that Declaration of Restrictive Covenants, to include rent restrictions.

Recommendation, By Motion:

Adopt Resolution 2026-003, which amends the TIF Agreement and Declaration of Restrictive Covenants with Roers to include rent restrictions on affordable units.

EDA President Bailey said all right, thank you, Nate. Are there any questions on this one?

EDA Member Jean-Baptiste said so, I kind of have two separate questions. The first one is can you walk us through kind of like the, maybe with an example of the difference between the rental restriction and the income restriction?

Nate replied certainly, thank you, Member Jean-Baptiste. So, when it comes to income restrictions, in this project in particular, the developer, Roers, committed to 29 units at 50% Area Median Income (AMI). So, the tenants themselves have to go through an income verification process to confirm that the unit they're going into is an approved 50% AMI, and then they also have an additional 8 units at 60% AMI. So, really, when it comes down to income restrictions, the future tenant just has to meet that income threshold. They can charge market rent for that unit so long as their income qualifies for that unit, whereas rental restrictions, they need to do both; they need to have income verification and a rental restriction that needs to be 30% of that income, it cannot exceed that, so then rent is restricted based on which unit they go into, whether it's 50% AMI or 60% AMI.

EDA Member Jean-Baptiste said understood, thank you for that. My second question is I'm somewhat familiar with the 4d program in other cities, such as Minneapolis and St. Paul. I know that in those cities, the City typically has some sort of administrative component involved with it, where they're certifying the 4d status on an annual basis, kind of also setting up what the maximum rent should be, including utility allowance and things of that nature. Will the City of Cottage Grove have a similar role? Because I know at least, correct me if I'm wrong, as of right now, we don't necessarily have an Administrative 4d Department.

Nate replied I will defer to our Finance Director, Brenda Malinowski, on that question, thank you.

Director Malinowski replied thank you, Board Member Jean-Baptiste. Right now, they don't send those applications to us, but they send them to the State, and so, we've been involved in the past if there's been questions from residents of that housing; we're verifying with the State that those were turned in. And, remember, with that program, that in order for them to qualify for that 4d classification with the County for taxes, that has to be turned into the State; and, so, whether it comes into the City first and then goes onto the State, they can't qualify for that if they don't complete that required paperwork with the State. And, so, that's based on State Statute.

EDA Member Jean-Baptiste said got it, thank you.

EDA President Bailey asked if there were any further questions on this particular topic, and none were asked.

Motion by EDA Member Scott to Adopt Resolution 2026-003, which amends the TIF Agreement and Declaration of Restrictive Covenants with Roers to include rent restrictions on affordable units; second by EDA Member Jean-Baptiste. Motion carried: 3-1 (Nay vote by EDA Member Tschida).

E. County Road 19A & 100th Street Realignment - Plat Preparation

Staff Recommendation: Authorize the use of EDA Trust funds for the preparation of a plat for the County Road 19A/100th Street project corridor and surrounding 3M-owned parcels.

EDA President Bailey said Administrator Levitt will present this to us, so here you go, Jennifer.

Administrator Levitt said well, EDA President and Members of the EDA, once again you're going to hear and maybe feel my passion for all my engineering days coming back, so, I will apologize. As we talked about in last month's EDA Workshop, we talked a lot about 100th Street and the Langdon Area development. We talked a lot about pursuing funding for that 100th Street work, we talked about the different partnerships and grants that we already have to date.

So, as we move into the anticipated construction of 100th Street, next year at least being able to utilize the money that we have to date and not lose it, we are proposing that we would move towards bidding a project late this fall, with construction starting next year. As part of that, the realignment, as you can see 100th Street cuts across the 3M property; we've been working with 3M for a number of years in regards to this alignment, and they have committed to it. So, as part of the action that we're asking for today, is they have anywhere between 14 and 17 properties that we would actually need to plat to enable this to occur. The nice thing, and you're probably wondering well, why is the EDA involved? Because as we do this platting work, this is now making these lots and blocks developable into the future, so this is really an EDA action to use the funds from the EDA Trust Fund to pay for the platting. The good news is the City has agreed to do the platting for the County project, and then 3M, at this point, has essentially agreed to dedicate the Right-of-Way to us in lieu of an assessment for the 100th Street improvement, so, this has a significant value to us. But then this platting work will set the stage for future development in the area. So, that is the reason we are asking to use the EDA Trust Fund to cover the \$75,000 for the platting activity. Bolton & Menk has been the engineer that has been working on the project thus far, for a number of years, working on our utilities that would connect the area, and we have a Master Service Agreement with them. So, at this time, we are just asking for the EDA to authorize \$75,000 from the EDA Trust Fund to prepare that platting work for the project.

EDA President Bailey said all right, thank you, Jennifer. Are there any questions from the EDA on this particular one? None were asked.

Motion by EDA Member Tschida to authorize the use of EDA Trust funds for the preparation of a plat for the County Road 19A/100th Street project corridor and surrounding 3M-owned parcels; second by EDA Member Jean-Baptiste.

Motion carried: 4-0.

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS

EDA President Bailey said EDA Members, we will be moving to the Training Room for two workshop that we actually had postponed, I think, from our last meeting: Innovation Village and 100th Street Extension Update, and then the Business Retention and Expansion Program Workshop. So, we won't be adjourning from in here, we'll be adjourning in the Training Room. So, thank you all for watching this morning, and we'll head to the Training Room.

8. WORKSHOP - TRAINING ROOM

A. Innovation Village and 100th Street Extension Update

Staff Recommendation: Receive the Workshop presentation.

Administrator Levitt said well, Mayor and Members of the EDA, we kind of ended the last workshop really quickly on Langdon, and so we just wanted to circle back if you had any further questions on Langdon and what was being developed. Our big action that we're working on right now is with the Majestic; we've given the property owner an option to partner with us, that we would pay for the demo cost, and it would be on his pending assessment against his property until time of sale. He hasn't necessarily agreed to that yet, so we're giving him until approximately the 1st of June. If he disagrees, then we'll have to go through a formal condemnation process, which would maybe take us anywhere from 90-to-120 days to be able to demo the building. So, that's the status of the Majestic.

We talked about 100th Street, but we thought, well, it kind of ended so abruptly, we just wanted to see if there were any other questions or direction or things that you wanted to discuss about 100th Street and Langdon. If not, we would just kind of chat about the area.

EDA President Bailey said so, the only other thing, just for you guys here on the Majestic, if anybody ever asks you, the building is not salvageable. I just wanted to make sure everybody knows that because he thinks that there's some value in the building, or did, I don't know if he still does.

EDA Member Scott and if it's condemned, I mean, it's not. Administrator Levitt said it's posted.

EDA President Bailey said and one of the things we do is it's an eyesore now, and people keep asking, so that's the purpose behind putting a little more pressure on at least getting it out of there, and then letting everything else kind of begin that development.

EDA Member Scott asked how long has it been empty, like 20? Administrator Levitt said 20 some years.

EDA Member Jean-Baptiste asked and did you conduct a blight analysis to set the stage for future development, was that done recently?

Nate replied we have not proceeded with that; there's an EDA action that would need to occur to accept those findings, but we have not done so until we have further clarity on the demolition timeline.

EDA Member Jean-Baptiste said and from my understanding, once the building is condemned, assuming that he takes no action, doesn't agree to, you know, our demolition proposition, but it gets condemned, it gets demolished, legally and technically, he's still the landowner. And how does that process work?

Emily Schmitz, Economic Development Director, said yep, so, he'll still own it. However, the cost is for the City to demo and obviously, leave it in a state where it's ready to redevelop, that cost will then be assessed on the tax roll, and he will be required, as the property owner.

EDA Member Jean-Baptiste said it can't even be developed until he decides to sell, no matter how much assessments are. Emily replied exactly.

EDA President Bailey said and I can, again, I know we're talking a little longer on this, but we, the EDA, actually tried to talk to him about the EDA buying it, because the EDA does own other land down there, and it would just kind of fit in the parcels. Right, is that what we all?

Nate replied yep, that's the yellow highlighted.

EDA President Bailey said so, we thought, well, since the EDA owns this other land, as it becomes available, if you have willing sellers, that's the purpose behind that, we thought well, we'll just buy the Majestic, because it makes total sense. But the price that he was asking for it was a little outrageous from what we, as an EDA, thought would be a reasonable offer. The rest of them, though, like the house on the end that we ended up doing a Fire Department burn on, when it came up, we had gotten a good agreement with them, and sure, we'll buy it. And then knowing that, as I know other cities, to your point, if you put more parcels together, it makes it a little easier, you control the development a little bit, but it makes it easier for somebody to come in and say, hey, I want to do this if you have the whole thing kind of put together. So, just FYI, it isn't that we haven't tried, we thought that we would buy it at one point.

Nate said I figured there'd probably be some sort of discrepancy between the buyer and seller on pricing.

B. Business Retention and Expansion (BR&E) Program Workshop
Staff Recommendation: Receive the Workshop presentation.

Administrator Levitt said so, now we'll move on to the BR&E discussion and get some feedback.

Nate said so this, President Bailey and Members of the Board, I've kind of kick started our BR&E, recently reignited it. So, Business Retention and Expansion is a cornerstone for all my activities at a local level. I've created kind of this template of what our goals and objectives should be for this year and going forward. So, I'll go through those briefly:

Goals: What I believe to be the goals of the Cottage Grove Business Retention and Expansion Program:

1. To make lasting relationships with business leaders and among elected, appointed officials.
2. Leading with a valued-added mentality, not necessarily going to the business for the City to achieve anything, but we want to support business activities.
3. Maintain regular contact with business leaders, so there's this theory in Economic Development and Business Retention and Expansion where the more touch you have with a business, the more likely they're to interact with you. So, having more frequent contact, as opposed to like set figures of connecting with businesses, more regular conversation.
4. Being prepared to act when a business needs something.

So, those are the four main goals that I see in Cottage Grove's Business Retention and Expansion Program.

Objectives:

1. Business Visits: When I started in December, my objective was to do 24 business visits throughout the year of 2026, and 12 of those being at least in-person conversations. I consider a business visit to be at least, you know, a half hour to an hour of conversation, whether we can do Zoom now or phone calls, but there's nothing that takes away from the in-person conversation, putting a name to a face, and having that conversation.
2. Who would be involved? Myself being the lead person on the BR&E, and then coordinating with the Chamber President, Laurie Levine. She's been very eager to be involved in these conversations with me. I'm more than happy to bring her along.
3. Maintain Regular Updates to the EDA: I'm hoping to at least present in the fall kind of a snapshot, in addition to what we're doing today, on how we're making progress for our Business Retention program.
4. Tracking those as well, all those conversations, and the data that was provided.

As far as kind of a template of what I would be bringing to the business, so kind of an inquiry, not necessarily like a survey, I think that could be a later step; we have done that in 2024 and 2023, prior years, kind of a master survey where we talked with business owners and try to get as much data as we can. I am leaning with a let's do more of an introduction conversation, and follow up with maybe some hard data in the future.

But in the meantime, as I do these introduction conversations, I do want to gain some data that I can present to the EDA and kind of give a snapshot of how things are going. So, with that said, as I build rapport, I'll look into who is on staff to be the contact person, I think that's a #1 step is to make sure I'm talking to the right person about who's managing the operation. Have a good understanding of their growth, decline, and employment needs, and also bringing ideas to the meeting. So, when I've set meetings thus far with business owners, I've had something to bring to them; for example, with the Country Inn & Suites conversation, it was a Façade grant that they had reached out on, and I said, well, let's talk about this and let's understand your business needs a little bit more, and today we did the action on their Façade Grant.

Then, lastly, for me, it's following through on my commitments and expectations and communications with those business owners, to maintain that level of trust and keeping the conversation moving.

And then, as of today, I've conducted 11 visits, these are the ones so far: Van Meter, The Madison, Dance By Kris, Voltas, 3M, Tradehome Shoes, LSP, Panamint Capital, Salon Fusion, Kwik Trip, Basic Needs, and Country Inn & Suites. And then I've kind of selected a few different businesses for the remainder of the year, to try to identify to have those visits with; this list is not like set in stone, these are just if I can get to these businesses, great, if another business kind of slides into that, wonderful, but trying to maintain a balance of like large industry, smaller business, not necessarily just focusing on one entity.

As far as the data that I have collected thus far, like I said, I've done 11 visits: 9 of those have been in person, 5 were kind of just initial breaking-the-ice visits, 3 of them were issue focused, and 3 of them were expansion related. Of the 11 businesses, 9 are experiencing growth, 2 are currently in a stable position.

Some of the key opportunities that I've identified for businesses in my visits: We have a significant amount of expansion opportunity for businesses, and we're trying to maintain the level of communication so that I can present opportunities for resources for our expanding businesses. Client lists are growing, businesses are being very intentional about diversifying revenue streams, so seeing a creative entrepreneurial mindset come forward in businesses is pretty inspiring. Businesses are seeing sales increase, and there is a desire to engage more with City officials and all that, and in events as well.

Some of the key challenges that businesses are facing: Rising costs of goods, number one, every time in my conversation, whatever the business is dealing with as far as the product they're creating or the service they're providing, it's all about the influx and the cost of those goods. Additionally, I would say most of these conversations did have a bit of building infrastructure-related issues, aging building, having to do some kind of upkeep, something's failing in the building. Not necessarily anything that the City has purview over, but it is a good data point to see where our commercial building stock is going, as far as aging, and kind of the needs of business owners. I'll say a few are having difficulty identifying sites for potential new construction, I think that lends to the idea that we may not have a significant amount of parcels, per se, that are ready for new business. A significant amount have asked for identifying grant opportunities and different State, so I've been in conversation with DEED on different programming and opportunities and trying to go forward with maybe some applications for resources. And I will say with the conversation directly with Country Inn & Suites, to have a good understanding that the hospitality industry is significantly unstable at this time. Starting in January, even until the end of 2025 and going forward, it's quite unstable to see that travel is down, gas prices up, and it's just a good data point for us to have as we have conversations with hospitality needs in our CVB.

As for some other kind of data points, 7 of the 11 businesses do need additional space; 3 of them are renovating existing space, and 1 of them had adequate facility needs. All of the businesses that I met with said public infrastructure was adequate, and when I asked that question around public infrastructure, it goes into even like policing and fire and across the board, all positive on City

services overall. Workforce is adequate, and there were only 2 businesses that were introduced in workforce programs, and so I have connected them with some State agency programs.

As far as some follow-up items that I have been working on, as I mentioned previously, I'm working on some DEED incentives. I talked about local incentives around the Façade Improvement Program that we've just completed 3 in the last year, thus far. Different tax incentives, whether that's Tax Abatement or TIF. There have been significant need with the Business Development Services with our partners from MCCD, so that's the "Open to Business" program. Every month we have a business representative that meets here at City Hall with aspiring entrepreneurs to provide free business consulting services. They also have capital available for loans, and so trying to connect businesses with those resources is something that I'm working toward. Putting businesses in contact with Community Development staff, as far as Site Plan Review. We talked about ribbon-cutting information with a few different businesses, and continuing to introduce myself and other City staff when applicable.

Nate said so, some of the questions that I have for Board Members today are:

- What's the EDA's desire and goal for conducting business visits?
- Are there other intended outcomes that I may have missed in my goals and strategies?
- How engaged do Board Members want to be? Do you want to join in visits, do you want to offer additional contexts for me to meet with those business owners?
- Expectations of the Board around reporting by myself.
- Any additional goals for 2027 and 2028.

And I will leave us with that, as far as conversation is concerned.

EDA President Bailey said okay, thank you, Nate, but we only have a couple of us here, but is there any particular process or thoughts from either of you as it relates to what you want to get out of these visits, processes, or anything like that? Or if you want to be involved, too, I guess, is the other one. I think I'll just share real quick before them. In the past, EDA Members had gone on some of those business visits where they could, you know, to hear directly and I think it kind of shows the businesses that even though the EDA is a volunteer organization, that we care about the businesses. So, sometimes that's kind of nice, a show me, if you will. It's not required, but that's definitely an option, we've done that in the past. We have done a more formal survey in the past, so that's something, and if I recall, and I'm looking at Jennifer a bit on this; I believe when we did the formal survey, if there were certain questions that were asked, we did a follow up in person, is that correct?

Administrator Levitt replied yes, and some of them, yeah, we would do, I think we had like 42 from the Grove Minnesota Chamber that did the formal survey last time, and then we tried to meet with them in person.

EDA President Bailey said yep, so, I mean, personally speaking, other than the engagement piece, which I like, you know, from our staff standpoint, I actually do like kind of the formal process, too. Because then we have kind of the similar questions for each of them, and then taking those questions and maybe doing some follow up, depending on, I mean if somebody is saying everything's great, I'm good, don't need any visits or anything like that; but if somebody else says, you know, we're thinking about growing, or we're thinking about leaving the City, that to me would be a message where, okay, I need to go and engage this person or this business to see is it land, is it I can't expand, is it something wrong that, you know, we can help with? And that's kind of why I like that formal survey piece because you can pick things out of the survey that would be beneficial to us.

The only other thing I'll say that I thought was interesting, I believe in the formal survey, the one topic that came up, and I know it was a lot more businesses versus who you've met so far, was daycare. And that didn't come up so far that I saw, at least in what you were sharing. There was a need for childcare services or more childcare options or opportunities within the businesses in the Business Park. And then there was a little bit more on transportation, I believe, on that survey, too, and we're talking about more mass transit, like busing, and being able to get the workforce, which was typically from the East side of St. Paul, to Cottage Grove, and from Cottage Grove's Park and Ride to the businesses in the Business Park. So, those were just some of the things that came out of the formal survey that didn't necessarily come out of the individual survey, not to say it's not important to them, but it is kind of interesting to me.

EDA Member Scott asked and were those questions asked when you met with them, or is there like a standard set of questions that you were asking all of the businesses?

Nate replied I didn't go into as much detail as the Mayor is saying, it was kind of an introductory conversation; it's more or less getting a sense of where the business is headed and kind of getting more familiar with who I am and what I do. So, overall, kind of a strategy that I'm deploying is this year of familiarity that I'm gaining with businesses, and then following up with more of a formal survey in the next year or so. So that when a survey is deployed, I will have somebody that I know will be willing to complete that survey, so that we can gain some significant information. That's more in depth, as to what the Mayor's getting at.

EDA Member Scott said I didn't think that those surveys are going to do all that, get that information. And how many were, I know that I've seen those formal surveys in the past, when they do it, what is the answer rate on those surveys? Jennifer, do you know? I don't know.

Administrator Levitt replied I think last time we had 42 businesses respond, and that's usually; I mean, the last two times we've done it, I think 50 was our target goal, and I think as Nate had mentioned, he's really trying to get businesses of small, medium, and large scale size. And, so, sometimes we have difficulty kind of with that demographic scale to get equal measurements, but 50 is usually our target, and we haven't always hit 50.

Nate said I will say from my experience in working in Business Retention and Expansion, as it pertains to formal surveys, in particular, I had a mixed bag result working in Northfield with formal surveys. So, I have a bit of hesitancy around deploying them and making sure, because ultimately, I want a successful outcome with a formal survey. And, so, my tactic here is to gain trust and trying to build a cohort of members that I feel confident would at least be the core of our base for the formal survey, and then building out beyond that.

EDA President Bailey asked do you remember how, I know we said we wanted 50, do you remember how many they actually went out and did? I know we're asking questions that are old, but.

Administrator Levitt replied I think when Matt did it, I think we had 38 when we went out and met in person.

EDA President Bailey said and the only reason I bring it up, to your point, is what I recall somewhat is we did get a decent amount of Business Park responses, but when it came to small business, like Salon Fusion, or I'm just making that up because they're new, but you know, Mi Pueblo, or those kind of places, we didn't get anything. And I'm looking, I'm almost thinking maybe it's kind of a two-pronged approach, maybe it's okay, we've got these targets where we want to get info. We try the formal, and then if we don't get a response from formal, then we as staff and/or EDA Members or whatever, would then do an in-person stop in, like hey, we want to see if you got the survey, and we'd really like, and maybe they don't want to write it on paper, maybe they just want to talk, and I'm okay with that, too. So, I'm almost thinking there might be a hybrid in all of this because I do like what you're doing. I really like what you're doing when you're going out and getting feedback, but I also know there might be some value in having the questions be similar, so you can see true trends, other than what you're hearing from trends from individual conversations, so.

EDA Member Scott said it could be a phone call, too, to say if you don't want to fill out the paperwork, we're happy to have a conversation, either in person or via Zoom or whatever. I know when we do exercises and we're calling businesses, to me that's a lot of, you know, it's a hybrid approach that some people just don't like.

EDA Member Jean-Baptiste said yeah, I definitely appreciate where you're coming from, in terms of like more in person, because I felt like a lot of times these businesses get a lot of surveys, not just from us, but any type of organization you can imagine, and a lot of times those surveys end up in either your junk mail or at the bottom of your to-do list. So, maybe sometimes we don't get answers back because we don't ask what we want to, or some may not have the capacity; whereas if you have something on the schedule, I tend to let it drop on my calendar, so whatever's on that calendar is what's going to happen for that day. So, if it's on the calendar, it's more likely to happen, so I do think that you do need more of the structured data, that would help, and you look at it any way that you can, like this is in-person visits or even for follow-up visits, those would help as well. In terms of reporting, I think if you could just put something on, whether it's a quarterly piece or on a monthly piece basis, like your most recent visit, that way it's top of mind. Just a high-level overview of like, hey, here's two businesses that I went to, everything's great, or you know, here's something that was maybe somewhat of a common theme, whether it was daycare or expansion. Because, you know, a lot of these bullet points it kind of seems like in one way, shape, or form, expansion was kind of like a big thing, you know, real estate, expanding real estate, their footprint, things of that nature, seemed to be a common theme. So, just getting more of like a State of the State on that at our monthly meeting, or if you just want to do it once a quarter, that's fine, too, but I think that would be more top of mind for us, and maybe we can try to have more conversations and other action items that we prioritize.

EDA President Bailey said that sounds good. He asked if there were any more comments. I like your idea of quarterly, in essence?

EDA Member Scott replied yes. EDA President Bailey said and if there isn't anybody that quarter, you just say, you know what I mean?

EDA President Bailey said, so, but I do agree with you, I think just like you're learning, doing the in-persons, and it is very, very important. I guess that's what I'm saying a hybrid approach because we're also having an issue, and it's like instead of getting some of these smaller businesses, the mom and pops, to actually respond; maybe, to your point, maybe it is going to have to be, you're going to have to go into those smaller businesses just to see what it is, but on the other hand, just for this group, what was kind of cool is when you talked, you just mentioned it about expansion. Your having the conversation with two of those businesses in the Business Park, specifically, Van Meter and Tradehome, really helped pave the trail, if you will, because we were able to help both of

them basically try to get additional funding dollars from the State, you know, to even them up, and getting to have that better relationship with us. And both of them are going to be expanding in Cottage Grove, as we all know from the last meeting, Tradehome Shoes, is a good example. And then Van Meter, basically is almost doubling in size, so.

EDA Member Jean-Baptiste said so, I really see ourselves to kind of be a good facilitator between the businesses and outside agencies. As a quasi-government entity, we may have certain contacts that they may not have, or know the processes a little bit better, or can direct them a little bit more efficiently. So, I would say, I think for a lot of businesses, that kind of effort goes a long way. So, I think it'll definitely get us some good things, if you will.

EDA President Bailey said that's actually a really good comment because one of the things that we found out is there are some I'll call it pots of money, or options out there for funding sources through the State that we knew about. But when a business is too far along on their development piece, or redevelopment, or whatever, some of those tools are no longer available because you're not there yet. So, maybe as part of the conversation that you're having, and maybe you're already doing this with these questions, but is do you have any thoughts going forward about expansion or whatever? Because we have some tools in our toolbox that we can help you with, making sure that you might qualify for certain funding pots of money or funding dollars. At this point, that one case, they were too far along, and there's no way that the agencies at the State are going to give grant money on a project that's already been approved, so, or it was moving forward, I guess. So, just, yeah, good call.

EDA President Bailey said okay, are we good, you got what you need, Nate? Nate replied yes, sir.

9. PRESENTATIONS - None.

10. ADJOURNMENT

**EDA Member Scott made a motion to adjourn; second by EDA Member Jean-Baptiste. Motion carried: 4-to-0.
The meeting was adjourned at 8:25 a.m.**

Respectfully submitted,

Nate Carlson, EDFP
Economic Development Manager

NC/jag



City Council Action Request

7.D.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Economic Development Regular Meeting Minutes (2026-07-14)		
Staff Recommendation	Approve the July 14, 2026, Economic Development Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-07-14 EDA Meeting Minutes</td></tr></table>	1.	2026-07-14 EDA Meeting Minutes
1.	2026-07-14 EDA Meeting Minutes		



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

July 14, 2026

The Regular Meeting of the Economic Development Authority was held in the Council Chamber and telecast on Local Government Cable Channel 16.

1. CALL TO ORDER

EDA Vice President Olsen called the July 14, 2026, Economic Development Authority Meeting to order at 7:30 a.m.

2. PLEDGE OF ALLEGIANCE

EDA Vice President Olsen asked everyone to stand and recite the Pledge of Allegiance.

3. ROLL CALL

Alexa Anderson called the roll: EDA Vice President Olsen-Here; EDA Member Scott-Here; EDA Member Tschida-Here.

Members Absent: EDA President Bailey, Excused
EDA Member John-Baptiste, Excused
EDA Member Khambata
EDA Member Latack, Excused

Staff Present: Jennifer Levitt, City Administrator
Alexa Anderson, Communications Specialist
Nate Carlson, Economic Development Manager
Emily Schmitz, Community Development Director

EDA Vice President Olsen said with that Roll Call, we do not have a quorum for our meeting today, which means we can have our meeting but, unfortunately, we won't be able to vote on any of the items that are on today's agenda.

4. APPROVAL OF MINUTES

- A. Approval of May 12, 2026, EDA Meeting Minutes
Staff Recommendation: Approval of May 12, 2026, EDA Meeting Minutes.

There was no vote on this item.

5. BUSINESS ITEMS

- A. Community Development Update
Staff Recommendation: Receive the Community Development Update.

EDA Vice President Olsen said Nate, I believe you've got this one.

Economic Development Manager Nate Carlson replied yes, Good Morning, Members of the Board and EDA Vice President Olsen. I will go over the Beige Book highlights from the Federal Reserve Bank, as well as our Community Development Update here in a moment.

Beige Book: Overall, economic activity is a bit kind of all over the place in Minneapolis and the surrounding areas: Employment: Has risen slightly. Wage Growth: Modest to moderate. Prices: Increased sharply. Manufacturing: Grew. Construction: Grew. Financial Services: Grew. Consumer Spending: Was flat. Tourism: Was flat. Energy: Was flat. AG Conditions: Continue to remain weak.

Community Development Updates: Van Meter Expansion: We celebrated a groundbreaking for Van Meter, as they are undergoing a current expansion effort. Installation of the footings for the building addition and storm pipes have started. The site excavation continues. The erection of the exterior pre-cast concrete wall panels is now complete with steel columns, beams, and roof bar joist to start in July. Park Grove Library: The demolition of the existing building is still ongoing. Installation of the footings, foundation waterproofing, and foundation insulation for the building addition is complete. The underground plumbing work has started. Roers Apartments: The installation of the foundation footings and exterior block walls is complete. Installation of the foundation drain tile, foundation waterproofing, precast columns, beams, and floor slabs are underway. Hadley Ridge Apartments: Installation of the underground plumbing and parking garage concrete are complete. Installation of the civil storm pipes has started. Installation of the 1st, 2nd, and 3rd floor exterior and interior walls have been completed, and installation of the 4th floor walls continues. Cedarhurst Mansion: Framing continues for the new addition. Demolition of a small section of the 2nd floor has started, to comply with ADA requirements for accessibility, while framing for the porch decking is underway. Water Tower: The steel tank has been raised up from the ground and installed at the final location. The interior installation of the processes piping continues. The painting of the exterior steel tank and installation of the Cottage Grove logo are complete.

Nate said that's all I have and I'll stand for any questions, no questions were asked.

EDA Vice President Olsen asked Nate if he could please just take a moment and remind people where the Roers Apartments and the Hadley Ridge Apartments are located in the community.

Nate replied certainly, EDA Vice President Olsen. You can see the Roers Apartments from Highway 61 and it's just north of 80th Street, kind of tucked away off of a cul-de-sac. The Legends is also there, so you go past Kohl's and you take a left, and it's down at the end of the cul-de-sac where the construction is occurring. The Hadley Ridge Apartments are the northern piece of that 100th and Hadley intersection.

B. Agreement for Professional Services - Dowdle Studios, LLC

Staff Recommendation: Approve Agreement for Professional Services with Dowdle Studios, LLC authorizing online sales assistance for the remaining inventory of City of Cottage Grove jigsaw puzzles.

EDA Vice President Olsen said this is another item that we won't be able to vote on this morning, but perhaps you could go through this presentation so the public will know what it is we're looking at this morning.

Nate replied certainly. EDA Vice President Olsen and Members of the Board, today before you we have a Professional Services Agreement with Dowdle Studios. A brief history of this project is the EDA approved an agreement in December 2023 with a puzzle creator, whose last name is Dowdle, to create custom puzzles for the City of Cottage Grove. The EDA purchased 3,000 of those 500-piece and 1,000-piece puzzles to sell. All in, the EDA has invested \$122,300, and we sold puzzles for the last couple years at \$25 for the 500-piece puzzles and \$28 for the 1,000-piece puzzles, with a significant marketing campaign over the last few years. However, almost 1,600 puzzles still remain. So, we've been working internally to come up with strategies on how to continue to deploy and sell additional puzzles. In working with Dowdle, the puzzle creator, he has an online platform; so, the idea is to leverage their platform to sell additional puzzles, which we have not currently done.

As far as some of the finances attributed to this project, the art commission was the largest piece of the investment for the puzzle at \$75,000. The costs that get us up to the \$122,300 are the actual printing and production of the puzzles, as well as deploying those puzzles, staff time, and postage for selling them. We also did a significant unveiling ceremony that was costly in order to get word out that this was happening.

As far as some recovery tactics, back when this was proposed to the EDA, it was clear that the idea was we wouldn't necessarily recover everything. This was very much a community celebration piece, trying to get more attention to the EDA and City. So, in my review of the minutes pertaining to the agreement, initially there was about a \$33,000 exposure that the EDA would have to break even. Where we currently stand with revenue to date, of approximately 1,500 puzzles we sold, we've received about \$37,500, which matches the cost that we put into production of those puzzles. With this new agreement, as well as continued efforts to sell, there's the possibility to recoup approximately another \$24,000.

So, in total, instead of the EDA initial exposure being about \$33,000, there's the possibility that the EDA would be out about \$61,000.

With that said, continued goals for the next year are to continue the marketing push and liquidate all puzzles to recover a portion of the EDA investment. Nate showed photos of promotional efforts that were done over the last few years, and said I'm also joined by my colleague, Alexa Anderson, who has been very helpful in deploying these promotional items; she can come to the dais if there are further questions regarding the marketing push. There was a holiday social promotion, a puzzle frenzy competition hosted by Park and Rec in 2025, and there's been a large 10-foot coloring sheet at the Food Truck Festival and the Hometown Holiday to bring more attention to the puzzles.

Nate said I'll pause here since we can't take any action on this item in case there are any questions on the finances of the project as well as the marketing.

EDA Vice President Olsen said I do have one question. Have we considered donations with respect to some of or all of the remaining stock? We have several nonprofits in the community, for example, Basic Needs, that are 501(c)(3)s that may benefit from a donation of a portion of the puzzles. They could then potentially sell those at a significantly reduced rate or use those in some of their outreach efforts. I'm just curious if that has come up in conversation. I'm not an accountant, by any stretch of the imagination, but sometimes we can enjoy a benefit from donations to a 501(c)(3) in terms of tax liabilities, etc. I'm not sure if that's something that the City is eligible for or not, but I just wondered if that was part of the dialogue. I saw Jennifer raise her hand, so I'll let her take this.

City Administrator Jennifer Levitt said well, thank you, Mr. Chair, Members of the EDA. We have looked at partnering with businesses in the community to sell the puzzles to them at our wholesale price and then just let them sell them at whatever price they desire; unfortunately, that has not been successful. We tried from small boutique businesses to large businesses, like Walmart, and we haven't gotten any interest. Some of the challenges in regard to the value of the puzzle is the stock is valued at over \$22,000, and so for us to make a donation, we would probably need to consult with our attorney in regard to how that aligns with our Public Purpose Policy; so, that would probably be a different action. At this time, our goal is to try to get as much cost recovery as possible for the EDA.

EDA Vice President Olsen replied understood, I appreciate that, thank you very much.

EDA Member Tschida said so, I know we were selling them for \$25 and \$28. Do we know what the Dowdle team is going to sell them for online, and then do we know what the City is going to get back from that?

Nate replied thank you for the question. I had an additional slide to kind of go over the agreement terms. Basically, to answer your question, EDA Member Tschida, \$15 is what we'd be selling it for online. There'd be a process where they list, there's a fulfillment strategy of how we would get those puzzles to the consumer, and we would then ship it, and then the Dowdle team would send us a check for however much was sold on their platform, because they would be the ones accepting the payment.

EDA Member Tschida said okay, so the City's getting \$15 back per puzzle? Nate replied that's correct. EDA Member Tschida asked but do we know what Dowdle's charging them for it? I'm assuming they're making some money in this.

Nate replied no, it's \$15. EDA Member Tschida said, oh, okay, fair enough. Nate said no, there's no upcharge. EDA Member Tschida asked so, if we're lowering the price to \$15 through their platform, are we doing it through our other platforms as well?

Nate replied that's correct, and EDA Member Tschida said okay, perfect.

EDA Vice President Olsen said okay, good question. As we're not able to take action on this today due to the fact that we don't have a quorum here this morning, he asked Nate if we have any further information on this item.

Nate replied not at this time, sir.

EDA Vice President Olsen said okay, thank you. Well, I appreciate the feedback there, and certainly it feels like there's been a lot of thought put into how we move through the remaining inventory. I would agree that it was something that was very exciting at the time, and I know that Eric Dowdle is very well-known, well-respected folk artist. Having him in the community was definitely a lot of fun, especially when he was able to sign puzzles and give them away, etc. So, the level of attention that it brought to the community I certainly think was worth the investment. I'm excited that pretty much everybody in my family now has one of these puzzles in their closet for generations to come.

C. Resolution Designating a Certain Building as Structurally Substandard - Majestic Ballroom

Staff Recommendation: Adopt Resolution 2026-004 which designates the Majestic Ballroom a substandard building in accordance with the laws governing a Redevelopment Tax Increment Financing District.

EDA Vice President Olsen said again, this is an action item for which we will not be able to vote. He asked Nate to just take a few minutes and walk us through this item, as we would appreciate that for the public's edification.

Nate replied certainly, Vice President and Members of the Board of the EDA. Before you is an action to declare a building substandard in an effort to preserve the opportunity for future tax incentives; that building is the Majestic Ballroom building. It has sat vacant for over 20 years, was last utilized in 2005 by an equipment business. Following that business closure, whoever

the previous owners were removed the HVAC unit, which left a pretty sizeable hole at the top of the building. It was boarded up, which has led over the last two decades to increased mold, asbestos, standing water, wildlife, so a rapidly deteriorating building. At this time, it is structurally unsafe and not in a place of renovation, it is unsafe and beyond repair. Nate displayed exterior and interior photos of the building taken during an inspection done in March 2026.

So, what has been presented for the EDA to hopefully take action on in the future is to declare that this building is structurally substandard; that is due to the State Statute that clarifies how a community can set up a Redevelopment TIF District. In order to do so, the City must hire a third-party contractor, in this case it was LHB, and they produce a report that identifies why a building would be structurally substandard according to the Redevelopment TIF State Statute. I've worked with LHB on a number of redevelopment projects, and we need to do this action prior to demolition because if we were to try working through a Redevelopment TIF District after demolition, there would no longer be a building, which would not qualify for a Redevelopment TIF District. Now, the question is why would we want to? This is simply an action to preserve the opportunity, there is no imminent development at this time. It is part of the larger Innovation Village Small Area Plan. Also, the EDA has interest in the surrounding property, as we've discussed in a previous work session. So, there's a significant interest from the City's standpoint that development would occur on this site, with the potential of a Redevelopment TIF being requested.

Just to clarify a little bit on what it means to be structurally substandard, according to State Statute and the TIF language, this is State Statute Section 469.174, Subd. 10(b): *"Structurally substandard" shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout, and condition of interior partitions or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.* So, if a building is blighted, if it is structurally unsound, if there are significant environmental conditions within the building that would preclude any type of renovation safely, that would signify the building is structurally substandard, according to the State Statute. There's a whole separate avenue for a building to be condemned under our Building Division, but in this instance, we are talking specifically about what it is to be structurally substandard within the Redevelopment TIF language.

EDA Vice President Olsen said okay, thank you very much for the presentation. Do we have any questions for Nate?

EDA Member Scott said so, there was an owner for this particular building, correct? And is that owner involved?

Nate replied that's a great question. Additional information on this project: We have been working internally with the owner, we being the Community Development Department and myself, to work through a Deferred Assessment Agreement. So, the process being when we can get the EDA to approve these findings, we can bring forward a demolition quote to the Council. It is set up for tomorrow evening, and we'll have to decide on what to do going forward. But, yes, there is a path forward where the City would incur the costs upfront, we would assess the current owner of the property for the demolition costs, and then, at the time of sale, the City would be reimbursed via that Deferred Assessment Agreement.

EDA Member Scott replied okay, thank you.

EDA Vice President Olsen said that was a good question and asked if there were any other questions. None were asked. He said again, this is an action item for which we are unable to vote. I am curious since the EDA is unable to vote today, what does that do to this item?

Administrator Levitt replied, Mr. Chair, Members of the EDA, we'll need to consult with legal counsel if the City Council could take action in regard to designating it as a substandard building at their meeting tomorrow night in order to keep the project moving, or if we'll need to pull it from the Council Agenda and bring it forth at your first meeting in August.

EDA Vice President Olsen said okay, thank you very much for the update there.

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS

8. WORKSHOP - None.

9. PRESENTATIONS - None.

10. ADJOURNMENT

Motion by EDA Member Tschida to adjourn the meeting; second by EDA Member Scott. As there was no quorum, the meeting was adjourned by unanimous consent.

Respectfully submitted,

Nate Carlson
Economic Development Manager

/jag



City Council Action Request

7.E.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Economic Development Regular Meeting Minutes (2026-07-27)		
Staff Recommendation	Approve the July 27, 2026, Economic Development Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-07-27 EDA Special Meeting Minutes</td></tr></table>	1.	2026-07-27 EDA Special Meeting Minutes
1.	2026-07-27 EDA Special Meeting Minutes		



COTTAGE GROVE
ECONOMIC DEVELOPMENT AUTHORITY - SPECIAL MEETING
12800 Ravine Parkway South
Cottage Grove, MN 55016
REMOTE SETTINGS - 12:30 P.M.

July 27, 2026

A Special Meeting of the Economic Development Authority was held remotely, via YouTube, and telecast on Local Government Cable Channel 16.

1. CALL TO ORDER

EDA Vice President Olsen called the July 27, 2026, Special Meeting of the Economic Development Authority to order at 12:30 p.m.

2. PLEDGE OF ALLEGIANCE - Not Done

3. ROLL CALL

Jaime Mann called the roll: EDA President Bailey-Arrived after Roll Call and Approval of the Agenda; EDA Vice President Olsen-Here; EDA Member John-Baptiste-Here; EDA Member Khambata-Here; EDA Member Latack-Here; EDA Member Scott-Here; EDA Member Tschida-Here.

Members Absent: None.

Staff Present: Jennifer Levitt, City Administrator
Jaime Mann, Assistant to the City Administrator
Nate Carlson, Economic Development Manager

EDA Vice President Olsen said I'm going to turn the meeting over to our Economic Development Manager, Nate Carlson, as he will be handling today's agenda for us.

Manager Carlson asked EDA Vice President Olsen can we ask for approval of the agenda before we begin? EDA Vice President Olsen replied we certainly can. I'll seek a motion to approve today's agenda.

4. APPROVAL OF THE AGENDA

EDA Member Khambata made a motion to approve the agenda; second by EDA Member Tschida. Roll Call Vote: EDA President Bailey-No vote; EDA Vice President Olsen-Aye; EDA Member John-Baptiste-Aye; EDA Member Khambata-Aye; EDA Member Latack-Aye; EDA Member Scott-Aye; EDA Member Tschida-Aye. Motion to Approve the Agenda carried: 6-0.

5. BUSINESS ITEMS

- A. Resolution Designating a Certain Building as Structurally Substandard - Majestic Ballroom
Staff Recommendation: Adopt Resolution 2026-004 which designates the Majestic Ballroom a substandard building in accordance with the laws governing a Redevelopment Tax Increment Financing District.

Economic Development Manager Nate Carlson said thank you, EDA Vice President Olsen. The sole item on the agenda this afternoon is the Majestic Ballroom Substandard Building Designation.

I'll begin with an overview of the Majestic Ballroom: It's been vacant for over 20 years, it was last used in 2005 by an equipment business in roughly 1999, that's when the last ballroom activities had occurred. Since then the building has fallen into significant disrepair, there is removal of the HVAC unit from the top of the building without patching, which has left the building exposed

for over 20 years, creating an environment for mold, asbestos, standing water, and wildlife. According to the building inspection and building official, this building is unsafe and beyond repair.

On the screen, you have some recent photos from an inspection back in March 2026. The action before the EDA, when we get to the resolution here, is adopting findings that this building is substandard, according to State Statute, Section 469.174, Subdivision 10, it's to declare that this building is structurally substandard as a means to set a future Redevelopment TIF District. In order to do this, communities need a third-party contractor to review and inspect this building or the properties, and that has been completed. LHB was the contracted entity, which is included in the packet for your review.

Additionally, following the inspection and drafting of a report and findings, the EDA and Council must adopt these findings that the building is structurally substandard, and I have reference to that and the conditions of building test and corresponding subdivisions of State Statute on the screen.

Additionally, EDA Members should know that the action before you does not guarantee any future TIF assistance, and a future developer must demonstrate a but, for analysis. The EDA and City have three years following the demolition of a building to set up a TIF District, and this is strictly a proactive measure, advised by your Economic Development staff and financial consultants. There is no imminent development, and this was part of the Council's long-term Strategic Initiative as part of the Innovation Village development.

Lastly, I'll state that the City Council on July 15, 2026, took the following actions:

- They declared that the building was substandard.
- They approved a Deferred Assessment Waiver to assist with future reimbursement of the demolition costs.
- They awarded the demolition bid, and the demolition is set to be scheduled following the action from the EDA today.

At this time, I have a recommendation of a motion on the screen.

Recommendation: By motion: Approve Resolution 2026-004, which designates the Majestic Ballroom a substandard building in accordance with the laws governing a Redevelopment Tax Increment Financing District.

EDA Vice President Olsen said thank you, Nate. Do we have any questions for Nate regarding the issue with the Majestic or the Resolution that was in the packet?

EDA Member Khambata said I've got a question: I know that this site has been a point of conversation for many years. What was preventing the City from taking these steps sooner, or were there other workarounds that we were trying to approach before taking this action, which is a drastic step, towards spurring redevelopment?

Administrator Levitt replied Mr. Chair, Members of the EDA, I would say it was really the property owner, we were trying to work with the property owner. He had looked at a variety of options for redevelopment and reuse of the facility, and then when it became evident, especially by the photos and the documentation that we have, that the building was not salvageable for redevelopment, then we were able to enter into an agreement with him for the demolition of the building. So, hopefully, now that this site, with not having that liability on it, will be back on the market in a strong position.

EDA Member Khambata said and then one follow-up question, which was the cost of the demolition, the City's going to front and then assess the property for that, and then the City gets reimbursed when and if the property sells. Is that accurate?

Administrator Levitt replied Mr. Chair, Members of the EDA, yes, the City, through the EDA Fund, would actually front the money for the demo work, and then the Deferred Assessment Waiver indicates that once he sells the property, at time of sale, we would get the reimbursement for that.

EDA Member Khambata replied thank you.

EDA Member Latack said I have one question: Would we be first in line on that, would Cottage Grove be first in line as far as getting reimbursed, if there are any other creditors?

Administrator Levitt replied Mr. Chair, Members of the EDA, the way that a deferred assessment works is different than a lien that would be put on the property. At time of sale, that would be captured because it is recorded against the property. So, I guess in one respect, that would say we're first in line, we're essentially trumping the liens on the property at time of sale.

EDA Member Latack replied okay, thanks.

EDA Vice President Olsen asked if there were any other questions, none were asked. He said so, obviously, we had this item on our previous EDA Meeting agenda, but we did not have a quorum, so we were not able to vote on the item. I appreciate you all being here today so that we can take action on this item. If there are no further questions, I will look for a motion that would reflect the recommendation by staff.

Motion by EDA Member Khambata to Approve Resolution 2026-004, which designates the Majestic Ballroom a substandard building, in accordance with the laws governing a Redevelopment Tax Increment Financing District; second by EDA Member Scott. Roll Call Vote: EDA President Bailey-Here, finally; EDA Vice President Olsen-Aye; EDA Member John-Baptiste-Aye; EDA Member Khambata-Aye; EDA Member Latack-Aye; EDA Member Scott-Aye; EDA Member Tschida-Aye. Motion carried: 7-0.

EDA Vice President Olsen said okay, so that motion passes. He said, Jennifer, one other question, for you or for Nate, is understanding that the Council's already taken action on this item, and we were just waiting for the EDA to take action, what does the timeline look like for next steps?

Administrator Levitt replied Mr. Chair, Members of the EDA, we're anticipating a pre-construction meeting this week, and we're anticipating in the next two weeks, the contractor would start to mobilize to the site.

EDA Vice President Olsen replied outstanding, so, we're talking pretty quick action here; Administrator Levitt replied that is correct, sir.

EDA Vice President Olsen said wonderful, and since the mayor and the EDA President Bailey is now on, I'll allow him to take over the rest of the meeting here. We are at Item 6, Public Hearings, mayor.

EDA President Bailey said actually, Council Member Olsen, go ahead. Being as it took me forever to get on, you just go ahead and keep going. I'll cede to you, to which EDA Vice President Olsen replied thank you.

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS - None.

8. WORKSHOP - None.

9. PRESENTATIONS - None.

10. ADJOURNMENT

Motion by EDA Member Khambata to adjourn the meeting; second by EDA Member Scott. Roll Call Vote: EDA President Bailey-Aye; EDA Vice President Olsen-Aye; EDA Member John-Baptiste-Aye; EDA Member Khambata-Aye; EDA Member Latack-Aye; EDA Member Scott-Aye; EDA Member Tschida-Aye. Motion carried: 7-0.

Respectfully submitted,

Nate Carlson

Economic Development Manager

/jag



City Council Action Request

7.F.

Meeting Date 9/2/2026

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: August 21, 2026

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.

RENTAL LICENSES - CITY COUNCIL APPROVAL - SEPTEMBER 2, 2026

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002242	8953	92nd Street South	Pederson Holdings LLC
RENT-003275	7111	Timber Trail Lane South	Sarah Cassell
RENT-003279	6447	Inspire Circle South	Sandeep Gondhi
RENT-003282	6113	Idler Circle South	Christina Seidenkranz



City Council Action Request

7.G.

Meeting Date	9/2/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Cannabis Lower-Potency Hemp Edible Business Registration - Banks Distro LLC		
Staff Recommendation	Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Banks Distro LLC located at 7769 95th Street South, Unit A, Cottage Grove, MN 55016.		
Budget Implication	N/A		
Attachments	1.	Memo City Clerk - Banks Distro LLC (Low Potency hemp Edible Wholesaler)	



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

From: Tamara Anderson, City Clerk

Date: August 25, 2026

Subject: Cannabis Lower-Potency Hemp Edible Business Registration – Banks Distro LLC

Background

Michael Weis and Andrew Turner, on behalf of Banks Distro LLC, are requesting approval for a Cannabis Lower-Potency Hemp Edible Business Registration to operate a lower-potency hemp edible warehouse and wholesale business located at 7769 95th Street South, Unit A, Cottage Grove, MN 55016. The applicant proposes to utilize an initial 1,520-square-foot portion of the existing building for product storage and wholesale operations.

To operate a lower-potency hemp edible warehouse and wholesale business within the city, local ordinances require the applicant to meet specific land use and performance standards. On November 24, 2025, the Planning Commission held a public hearing and unanimously recommended approval of the Conditional Use Permit (CUP) for lower-potency hemp edible wholesale and warehousing at this location.

Discussion

Pursuant to municipal requirements and state regulations under Minnesota Statutes Chapter 342, Banks Distro LLC has met or agreed to the following conditions for registration:

- **Zoning & CUP Approval:** The property is located in the I-1, General Industrial zoning district, where lower-potency hemp edible warehousing and wholesaling are permitted by Conditional Use Permit under City Code Section 11-4-18. The Planning Commission recommended approval of the CUP on November 24, 2025.
- **State Licensing & Background Checks:** Pursuant to Minn. Stat. § 342.15 and § 342.455, the State of Minnesota Office of Cannabis Management (OCM) processes, manages, and conducts all criminal background checks for business owners, applicants, and workers. Local authorities are not authorized to perform or manage criminal background checks for lower-potency hemp edible licenses.
- **Local Registration & Compliance Role:** In accordance with Minn. Stat. § 342.13, the City of Cottage Grove serves as the registration and local compliance authority. The city's oversight is strictly limited to verifying local zoning compliance, ensuring adherence to municipal performance standards, enforcing building and fire codes, and performing annual local compliance checks.

- Compliance & Inspections: The business agrees to remain open to inspections by local law enforcement or authorized city officials during regular business hours, with the city conducting compliance checks at least once per year. The registration applies strictly to the licensed warehouse unit and explicitly prohibits retail sales or on-site consumption.

Recommendation

Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Banks Distro LLC located at 7769 95th Street South, Unit A, Cottage Grove, MN 55016.



City Council Action Request

7.H.

Meeting Date	9/2/2026								
Department	Administration								
Agenda Category	Action Item								
Title	Criminal Justice Data Communications Network Systems - Joint Powers Agreement								
Staff Recommendation	Approve Resolution 2026-113, authorizing the City of Cottage Grove to enter into Joint Power Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension (BCA) to provide access to essential criminal justice data communications network systems and tools, and authorizing the necessary network connection costs over the five-year agreement term.								
Budget Implication	N/A								
Attachments	<table><tr><td>1.</td><td>Council Memo-Joint Powers Agreement</td></tr><tr><td>2.</td><td>FJT DRAFTED - JPA Council Resolution-REVISED (1) (1)</td></tr><tr><td>3.</td><td>Cottage Grove Pros Attny Master JPA 2026</td></tr><tr><td>4.</td><td>Cottage Grove Pros Attny Court Amendment 2026-REVISED</td></tr></table>	1.	Council Memo-Joint Powers Agreement	2.	FJT DRAFTED - JPA Council Resolution-REVISED (1) (1)	3.	Cottage Grove Pros Attny Master JPA 2026	4.	Cottage Grove Pros Attny Court Amendment 2026-REVISED
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3.	Cottage Grove Pros Attny Master JPA 2026								
4.	Cottage Grove Pros Attny Court Amendment 2026-REVISED								



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

From: Brad Petersen, Interim Director of Public Safety

Date: August 24, 2026

Subject: Criminal Justice Data Communications Network - Joint Powers Agreement

INTRODUCTION

Per Minnesota Statute 471.59, the Minnesota Bureau of Criminal Apprehension (BCA) and City are empowered to engage in agreements that are necessary to exercise their powers. Under Minnesota Statute 299C.46, the BCA must provide a criminal justice data communications network (CJDN). The City, and its prosecuting attorney, are authorized by law to utilize CJDN in support of official duties pursuant to the terms established by agreement.

Under the BCA's CJDN fee structure, the BCA will bill the City annually in the amount of \$780.

The Court Data Services Subscriber Amendment, which is necessary to access and/or submit court records via BCA's systems, requires additional monthly fees.

The aforementioned State of Minnesota Joint Powers Agreement and Court Services Subscriber Amendment to CJDN Subscriber Agreement have a 5-year term limit.

RECOMMENDATION

Approve Resolution 2026-113, authorizing the City of Cottage Grove to enter into Joint Power Agreements with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension (BCA) to provide access to essential criminal justice data communications network systems and tools, and authorizing the necessary network connection costs over the five-year agreement term.

RESOLUTION NO. 2026-113

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF COTTAGE GROVE ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Cottage Grove on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Cottage Grove on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Director of Public Safety, Brad Petersen, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Alicia Hill is appointed as the Authorized Representative's designee.

3. That F. Joseph Taylor, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Kelly Engel is appointed as the Authorized Representative's designee.

4. That Myron Bailey, the Mayor for the City of Cottage Grove, and Tamara Anderson, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted on this _____ day of _____, 2026.

CITY OF COTTAGE GROVE

By: Myron Bailey
Its Mayor

ATTEST:

By: Tamara Anderson
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Cottage Grove on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Seven Hundred Eighty and 00/100 Dollars (\$780.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Joe Taylor, Attorney
Address: F Joseph Taylor, PA
8063 Hadley Avenue S
Cottage Grove, MN 55016
Telephone: 651-459-6644
Email Address: fjtaylorlaw@msn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
 - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Cottage Grove on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 287692, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City Council Action Request

7.I.

Meeting Date 9/2/2026

Department Engineering

Agenda Category Action Item

Title Joint Powers Agreement with the City of St. Paul Park – Geneva Meadows Second Addition

Staff Recommendation Approve the Joint Powers Agreement between the City of Cottage Grove and the City of St. Paul Park relating to the extension of public utilities from St. Paul Park into Cottage Grove for Geneva Meadows Second Addition and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

Budget Implication

Attachments	1.	9-2-2026 CG-SPP JPA Council Memo
	2.	JPA CG-SSP Geneva Meadows 2nd 8-24-26 clean /signedv3



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

From: Alanna Sobottka, Assistant City Engineer

Date: September 2, 2026

Re: Joint Powers Agreement with the City of St. Paul Park – Geneva Meadows Second Addition

Background

Geneva Meadows Second Addition is a residential development proposed within the City of Cottage Grove. Due to the location of the development and existing infrastructure, the development will receive water, sanitary sewer and storm sewer service through connections to public utility systems located within the City of St. Paul Park.

The Cities of Cottage Grove and St. Paul Park have negotiated a Joint Powers Agreement (JPA) to establish the respective responsibilities of each City related to the extension, use, ownership, operation, maintenance and cost of the public utilities serving the development.

The Cities previously entered into a Joint Powers Agreement dated April 27, 2026, addressing joint responsibilities for Geneva Avenue South. That agreement will remain in effect. The proposed JPA specifically addresses the public utilities and roadway responsibilities associated with Geneva Meadows Second Addition.

Discussion

The proposed JPA establishes the responsibilities of Cottage Grove and St. Paul Park for the public utilities serving Geneva Meadows Second Addition. St. Paul Park will continue to own, operate, maintain, repair and replace portions of its water, sanitary sewer and storm sewer systems located within St. Paul Park's municipal boundaries. Cottage Grove will be responsible for the portions of the utility systems located within Cottage Grove, including the infrastructure serving the development.

The Agreement also establishes the financial arrangements between the Cities. Cottage Grove will pay St. Paul Park for water and sanitary sewer usage and applicable trunk and availability charges in accordance with St. Paul Park's approved fee schedules and the terms of the Agreement. Cottage Grove will collect certain applicable utility charges associated with the development and remit those amounts to St. Paul Park.

In addition, the JPA addresses utility locates, routine and emergency maintenance, water meter equipment, storm sewer access and maintenance, roadway maintenance and snow plowing and

coordination of public outreach. The Agreement provides a clear framework for the Cities to coordinate the ongoing provision and maintenance of public utility services to the development.

Recommendation

Approve the Joint Powers Agreement between the City of Cottage Grove and the City of St. Paul Park relating to the extension of public utilities from St. Paul Park into Cottage Grove for Geneva Meadows Second Addition and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

**JOINT POWERS AGREEMENT BY AND BETWEEN
THE CITY OF COTTAGE GROVE AND THE CITY OF ST. PAUL PARK RELATING
TO THE EXTENSION OF PUBLIC UTILITIES FROM ST. PAUL PARK INTO
COTTAGE GROVE AS PART OF THE COTTAGE GROVE DEVELOPMENT
KNOWN AS GENEVA MEADOWS SECOND ADDITION**

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2026, (the “Effective Date”) by and between the City of Cottage Grove, a Minnesota municipal corporation, (“Cottage Grove”) and the City of St. Paul Park, a Minnesota municipal corporation (“St. Paul Park”), each a “Party” and, together, the “Parties”.

Based on the representations, covenants and provisions hereafter contained, the Parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, Cottage Grove and St. Paul Park have determined that certain Cottage Grove residents in the Geneva Meadows Second Addition subdivision development within the municipal boundary of Cottage Grove (“Development”) will be connected to the St. Paul Park municipal sanitary sewer, water and storm sewer systems (collectively, “SPP Public Utilities”); and

WHEREAS, St. Paul Park and Cottage Grove previously entered into a Joint Powers Agreement Between the City of Cottage Grove and the City of St. Paul Park for Joint Responsibilities of Geneva Avenue South on April 27, 2026, regarding a right of way that abuts the Development and which shall remain in force and effect; and

WHEREAS, the purpose of this Agreement is to memorialize the arrangement for ownership, maintenance and payment of costs between the Parties for SPP Public Utilities servicing the Development as well as to establish any other maintenance responsibilities, pursuant to the powers granted in Minn. Stat. § 471.59.

ARTICLE 2
TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and remain in effect until terminated by mutual written agreement of the Parties.

ARTICLE 3
USE, OWNERSHIP AND MAINTENANCE OF SPP PUBLIC UTILITIES

3.1 Use of SPP Public Utilities Permitted. St. Paul Park agrees to allow Cottage Grove to connect to and utilize SPP Public Utilities for the provision of public utilities to properties in the Development. Connections shall be made at the locations depicted on Exhibit A, attached hereto and incorporated herein by reference. St. Paul Park grants Cottage Grove the right and authority to connect to the SPP Public Utilities.

3.2 Ownership and Maintenance Responsibilities.

The SPP Public Utilities will be owned and maintained in accordance with this Agreement.

A. Water Service.

1. Water Service in Summit Avenue.

- a) St. Paul Park will own, operate, repair, maintain and replace the 8-inch Ductile Iron Pipe ("DIP") within its municipal boundary up to, but not including the gate valve, as depicted on Exhibit A.
- b) Cottage Grove will own, operate, repair, maintain and replace the 8-inch DIP within its municipal boundary up to, and including the gate valve, as depicted on Exhibit A.

2. Water Service in Geneva Avenue South.

- a) St. Paul Park will own, operate, repair, maintain and replace the 8-inch DIP within its municipal boundary up to the existing fire hydrant, which is to be removed, and at which point Cottage Grove will connect, as depicted on Exhibit A.
- b) Cottage Grove will own, operate, repair, maintain and replace the 8-inch DIP up to and including the new connection, as depicted on Exhibit A, which connection will be made at the location of the existing fire hydrant, which is to be removed.

3. Water Meters and Related Equipment. Cottage Grove will install, own, maintain, repair, and replace all water meters and radio reads in the Development. All repairs or replacements of such equipment shall be done pursuant to industry standards and specifications and in a timely manner.

4. Hand-Held Meter and Access for St. Paul Park's Audit. Cottage Grove will purchase a hand-held meter reading device and related software for St. Paul Park to confirm and audit Cottage Grove water meter data. In addition, Cottage Grove shall coordinate and provide St. Paul Park with access to any properties in the Development for purposes of inspecting the individual water meters.

5. Emergencies. In the event of a fire in the Development that results in the use of excess water, burst pipes inside a residence in the Development or a water main break in Cottage Grove's water service lines, Cottage Grove shall pay St. Paul Park for the extra water usage within 30 days of the agreed upon estimated water usage used during the emergency. The applicable water rates are those referenced in Section 3.3.A and late fees shall be paid pursuant to Section 3.4 of this Agreement.

6. Routine Maintenance by Each Party. St. Paul Park and Cottage Grove will perform all regular and routine maintenance of the water systems serving the Development which are located within their respective municipal boundaries, such as, but not limited to, hydrant flushing and gate valve exercising. St. Paul Park and Cottage Grove shall coordinate the operation of gate valves or fire hydrant flushing with each other. There are two hydrants within Cottage Grove which are associated with the SPP Public Utilities serving the Development. Cottage Grove will flush those hydrants twice each year. Cottage Grove will pay St. Paul Park for 5,000 gallons of water for each hydrant flush within 30 days of notice from Cottage Grove to St. Paul Park. Water rates are set by Section 3.3A. Late fees shall be paid pursuant to Section 3.4.
7. St. Paul Park is responsible for annually notifying residents with the Development of the Consumer Confidence Report regarding water quality, pursuant to state law.

B. Sanitary Sewer Service.

1. St. Paul Park will own, operate, repair, maintain and replace the sanitary sewer pipes within its municipal boundary up to Sanitary Manhole Number 22 (“MH-EX22”), as depicted on Exhibit A.
2. Cottage Grove will own, operate, repair, maintain and replace the 8” PVC pipes within its municipal boundary up to and including the connection to MH-EX22.

C. Storm Sewer Service.

1. St. Paul Park will own, operate, repair, maintain and replace the storm sewer lines to the west of Storm Sewer Manhole Number 306 (“STMH-EX306”), as depicted on Exhibit A.
2. Cottage Grove will own, operate, repair, maintain and replace the 8” PVC pipe starting at the connection to STMH-EX306 to the east and north of STMH-EX306.
3. St. Paul Park grants Cottage Grove a right of entry to the Storm Sewer Service as identified in Section 3.2.C.2. of this Agreement for purposes of access in order to operate, repair, maintain or replace Cottage Grove’s infrastructure. If Cottage Grove causes any damage to St. Paul Park’s roads or sidewalks during its utility work pursuant to this Section, Cottage Grove shall repair all damage to the specifications and satisfaction of St. Paul Park.
4. It is understood by the Parties that Cottage Grove is connecting to St. Paul Park’s storm sewer system. Cottage Grove agrees to provide required rate and quality control standards as outlined by the St. Paul Park Stormwater Pollution Prevention Plan.

- D. Sanitary Sewer Main Trunk Charges and Water Main Trunk Charges. Cottage Grove agrees to pay St. Paul Park sanitary sewer main trunk charges and water main trunk charges in full as identified in St. Paul Park's approved fee schedule for the year in which the final plat is received for the Development. Cottage Grove will pay St. Paul Park within 30 days of receipt of the fees from the developer for the final plat. Late fees shall be paid pursuant to Section 3.4.
- E. Local Water and Sanitary Sewer Availability Charge. At time of building permits, Cottage Grove will collect local water and sanitary sewer availability charges as identified in St. Paul Park's approved fee schedule for the year in which the building permits are approved for the Development and will transmit the payment to St. Paul Park. The fees shall be paid to St. Paul Park within 30 days of receipt of the fees from the builders. Late fees shall be paid pursuant to Section 3.4.
- F. Met Council SAC. Cottage Grove, as part of the building permit, will collect and retain the Metropolitan Council Sewer Availability Charge ("SAC") to be paid to the Metropolitan Council.
- G. Gopher One. St. Paul Park and Cottage Grove will respond to Gopher One locates for sanitary sewer and water line locates within their respective municipal boundaries. Cottage Grove will respond to Gopher One locates for storm sewer locates pertaining to the pipes connection at STMH-EX306.
- H. Consumer Issues. Cottage Grove is responsible for service inspections and consumer service issues and responding to complaints in the Development.

3.3 Payment for Use of SPP Public Utilities.

- A. Water Utility. Cottage Grove will read the water meters on a monthly basis and will provide the data to St. Paul Park. Cottage Grove shall pay St. Paul Park based on the water rates identified in St. Paul Park's approved fee schedule for the relevant year or at Cottage Grove's approved rates, whichever is higher. Cottage Grove will pay St. Paul Park within 30 days of the meter reading. Late fees shall be paid pursuant to Section 3.4.
- B. Sanitary Sewer. Cottage Grove shall pay St. Paul Park on a monthly basis, based on the sewer rates identified in St. Paul Park's approved fee schedule for the relevant year. Late fees shall be paid pursuant to Section 3.4.

3.4 Late Fees. If Cottage Grove fails to pay any fees to St. Paul Park in the timeframe required in this Agreement, except in cases of emergency or if waived by St. Paul Park in writing, all late payments will be charged 5% of the balance due for every 30 days Cottage Grove is delinquent.

3.5 Application of Article 3 to Lot 1, Block 1. When the owner of Lot 1, Block 1, Geneva Meadows 2nd Addition connects to SPP Utilities, then Article 3 of this Agreement shall be applied and all fees shall be paid at the time of connection, as applicable, in accordance with this

Agreement. If the owner of Lot 1, Block 1, Geneva Meadows 2nd Addition subdivides into additional lots, then the Parties agree to negotiate the terms for the utilities that will serve the new subdivision.

ARTICLE 4
ROAD USAGE AND MAINTENANCE
LINCOLN AVE., SUMMIT AVE., GENEVA COURT

4.1 Shared use of Lincoln Avenue and Summit Avenue. Access to the Development shall be through St. Paul Park on Lincoln Avenue and Summit Avenue. The Parties agree that the public shall be allowed to use Lincoln Avenue and Summit Avenue as access to the Development.

4.2 Snow Plowing. St. Paul Park agrees to provide snow plowing of Lincoln Avenue and Summit Avenue within its municipal boundaries according to its policies and procedures for plowing such municipal streets. Cottage Grove agrees to provide snow plowing of Geneva Court within its municipal boundary according to its policies and procedures for plowing such municipal streets.

4.3 Maintenance. Each Party shall be responsible for maintenance of the roadways within each Party's jurisdictions, including tree trimming, pothole patching, crack sealing, rehabilitation, mill and overlay or replacement, at no cost to the other Party.

4.4 Streetlights. Cottage Grove shall be responsible for ownership, operation and maintenance of any streetlights on roadways within its municipal boundaries. St. Paul Park shall be responsible for ensuring that Xcel operates and maintains any streetlights on roadways within its municipal boundaries.

4.5 Storm Sewer Maintenance. If St. Paul Park conducts any construction activity on the portion of Summit Avenue where the Cottage Grove Storm Sewer Service is located, as identified in 3.2.C.2, of this Agreement St. Paul Park shall notify Cottage Grove at least 30 days in advance of the construction activity.

ARTICLE 5
INDEMNIFICATION AND INSURANCE

5.1 Indemnification and Insurance. Each Party to this Agreement shall be liable for its own acts and its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees, or agents. Each Party hereby agrees to indemnify, defend and hold harmless the other Party, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees that the other Party, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for both Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.

Each Party to this Agreement shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Each Party shall name the other Party as an additional insured for purposes of liability claims that may arise under this Agreement.

ARTICLE 6

GENERAL PROVISIONS

6.1. Public Outreach. The Parties will coordinate any public meetings and public outreach that may be necessary to ensure relevant residents within each jurisdiction are properly informed of any maintenance or improvements to any segment of Summit Avenue that serves the Development or to any of the SPP Public Utilities serving the Development.

6.2. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Minnesota.

6.3. Amendment. This Agreement may be amended by written agreement of the Parties.

6.4. Notices. All notices or communications required or permitted pursuant to this Joint Powers Agreement shall be either hand delivered or mailed to Cottage Grove and St. Paul Park, certified mail, return-receipt requested, at the following address and may also be delivered by email:

If to Cottage Grove:

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

If to St. Paul Park:

St. Paul Park City Hall
600 Portland Ave.
St. Paul Park, MN 55071
Attn: Hugo McPhee, City Administrator
Email: hmcphoe@stpaulpark.org

Either Party may change its address or authorized representative by written notice delivered to the other Party.

6.5. **Counterparts.** This Joint Powers Agreement may be executed more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

6.6. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements of the Parties under this Joint Powers Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants and agreements by the other Party shall survive the execution and termination of this Joint Powers Agreement.

6.7. **Records – Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to and involve transactions relating to this Agreement. The Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

6.8. **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

6.9. **Compliance with Laws.** The Parties shall abide by applicable Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

6.10. **No Waiver.** Any Party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

6.11. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

6.12. **Severability.** The provisions of this Joint Powers Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Joint Powers Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Joint Powers Agreement.

[remainder of page intentionally left blank]

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

By: Keith Franke
Keith Franke
Its Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

 Amy Truhlar
Notary Public
Minnesota
My Commission Expires January 31, 2031

9



City Council Action Request

7.J.

Meeting Date 9/2/2026

Department Public Works

Agenda Category Action Item

Title Shop Remodel Change Order #4 and Final Payment

Staff Recommendation Approve Change Order #4 decreasing the contract sum by \$1,496.60 due to actual costs and adopt resolution 2026-123 approving the Final Payment Request of \$2,637.27 for the Public Works Facility Mechanics Shop Remodel project.

Budget Implication \$2,637.27 from the municipal building fund.

Attachments

1.	Memo - Cottage Grove Shop Remodel Change Order 4 and Final Payment
2.	Resolution for PW shop remodel
3.	Cottage Grove CO#4
4.	Stantec Final Payment
5.	Warranty letter and bond information



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

From: Adam Moshier, Fleet and Facilities Manager

Date: August 17, 2026

Re: Public Works Facility Mechanics Shop Remodel – Change Order #4 and Payment Request No. 7 & Final

Background

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. Change order number 2 was approved on December 17th in the amount of \$1,660.04. Change order number 3 was approved on April 15th, 2026 in the amount of \$4,133.87.

Staff is recommending the City Council approve Change Order #4, decreasing the contract sum by \$1,496.60 due to actual costs and approve the Payment Request No. 7 & Final of \$2,637.27 for the Public Works Facility Mechanics Shop Remodel project.

Discussion

Change order number 4 is decreasing the contract sum by \$1,496.60 due to actual costs. Under change order number 3, on construction of the eye wash plumbing, Stantec and Spriggs Mechanical split the remaining labor costs 50/50 which is why the change order is decreasing the project amount now that actual costs are known.

The total final project amount is \$304,095.13 after all 4 change orders. Attached is the signed copy of the Contractors Payment Request No. 7 & Final for \$2,637.27 for the Public Works Facility Mechanics Shop Remodel. Also included are the IC 134 forms, lien waivers and warranty bond as submitted by the contractor. The Contractor for this project is Rochon Corporation.

The contractor began this project in April of 2025 and the project was substantially completed on November 3rd, 2025. The contractor returned to complete punch list items in April of 2026. Rochon Corporation in accordance with the contract plans and specifications has satisfactorily completed the work.

Budget

With this change order deduction, the total contract amount for this project is \$304,095.13. The municipal budget has enough funds to cover the total amount.

Recommendation

It is recommended that the City Council approve Change Order #4 decreasing the contract sum by \$1,496.60 due to actual costs and adopt resolution 2026-123 approving the Final Payment Request of \$2,637.27 for the Public Works Facility Mechanics Shop Remodel project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-123

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE AMOUNT OF \$2,637.27
TO ROCHON CORPORATION FOR THE PUBLIC WORKS FACILITY MECHANICS
SHOP REMODEL PROJECT**

WHEREAS, the City of Cottage Grove contracted Rochon Corporation for the Shop Remodel Project; and

WHEREAS, the original total contract amount was \$298,915. The final construction cost was \$304,095.13, which is \$5,180.13 more than the contract amount. The increased contract amount was due to change orders for electrical that needed to be updated to bring it to code, a new GFCI to protect the pressure washer and to install the correct plumbing for the eye wash system; and

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

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$2,637.27 is paid to Rochon Corporation for the final payment of the Public Works Facility Mechanics Shop Remodel Project.

Passed this 2nd day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 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: 004 Date: July 2, 2026
OWNER: <i>(Name and address)</i> City of Cottage Grove 12800 Ravine Parkway South Cottage Grove, MN 55016	ARCHITECT: <i>(Name and address)</i> Stantec Architecture Inc. 733 Marquette Avenue Suite 1000 Minneapolis, MN 55402	CONTRACTOR: <i>(Name and address)</i> Rochon Corporation 28 2nd Street NW, Suite 200 Osseo, MN 55369

THE CONTRACT IS CHANGED AS FOLLOWS:

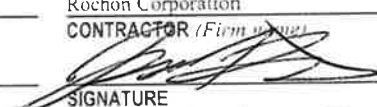
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit for actual PCO #006: PR #2: Modify eyewash piping.
T&M pricing not-to-exceed approved by Change Order No. 3 = \$4,133.87
Actual cost = \$2,637.27
Credit = \$1,496.60

The original Contract Sum was	\$ 298,915.00
The net change by previously authorized Change Orders	\$ 6,676.73
The Contract Sum prior to this Change Order was	\$ 305,591.73
The Contract Sum will be decreased by this Change Order in the amount of	\$ 1,496.60
The new Contract Sum including this Change Order will be	\$ 304,095.13
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 <i>(Firm name)</i>  SIGNATURE Bruce P. Paulson, PM PRINTED NAME AND TITLE July 2, 2026 DATE	Rochon Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jack Bratton, PM PRINTED NAME AND TITLE 7/2/2026 DATE	City of Cottage Grove OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
--	---	--



Since 1908

Change Order

Project Name: Cottage Grove Public works

To: Rochon Crop Return To: Andrew McDonough
 Spriggs Mechanical Inc.
 3260 Fanum Rd.
 St. Paul, MN 55110

Change Order Number: 3-R4 Job No: 25-2137

COR Date: 2/5/2026

PCO Reference: PR-2

Scope of Work			
rework hot water and condenstat per PR-2 document and drawing. This pricing does included a credit to cap the connection to the furance drian line. SMI still will have added cost to extend the return line throuhg the wall and connection to the HWR line and add a shut off vlave and balance valve. this pricing assumes full access to owners man lift. this pricing also assumes the HWR is above ACT ceilings and within 5' of the block wall as shown on the drawings ALL SMI WORK TO BE DONE AT T&M NTE. the city of Cottage Grove will cover all material cost and 6 hours of labor. the design team and SMI will split the remaining labor costs			
Field Labor	No. of Hrs	Rate	Ext.
Regular Pay (field)	18	\$ 135.00	\$ 2,430.00
Overtime Pay (field)	0	\$ 185.00	\$ -
cap drian line	-1	\$ 135.00	\$ (135.00)
SMI covered labor	-6	\$ 135.00	\$ (810.00)
Cartage	0	\$ 80.00	\$ -
Subtotal		\$	1,485.00
Material	Cost	Tax	Ext.
plumbing mateials	\$ 757.20	\$ 62.47	\$ 819.67
cap	\$ (7.47)	\$ (0.60)	\$ (8.07)
Subtotal		\$	811.60
Subcontractors	Cost		
tool rental - core drill	\$		105.72
insulation	\$		-
Subtotal		\$	105.72

labor Markup	@	10%	\$	148.50
Material Markup	@	10%	\$	81.16
Overhead (Subcontractors)	@	5%	\$	5.29
Total			\$	2,637.27

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/ or associated acceleration. We expressly reserve the right to submit our request for any of these items

Signed By: _____

Dated: 7/2/2026

Stantec Architecture Inc.

733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

Phone: (612) 712-2000

To:	Adam Moshier	From:	Bruce Paulson
Company:	City of Cottage Grove	☐	For Your Information
Address:	8635 West Point Douglas Rd S Cottage Grove, MN 55016	☒	For Your Approval
Phone:	(651) 458-2844	☒	For Your Review
		☐	As Requested
Date:	August 10, 2026		
File:	193807340		
Delivery:	Email		

Reference: Cottage Grove Public Works Facility Mechanics Shop Remodel Application for Payment

Attachment:

Copies	Doc Date	Pages	Description
1	7/22/2025	5	Application for Payment No. 7
1	-	9	IC-134 forms

Hi Adam,

Please have the attached copies signed and then it can be scanned and emailed to Jack Braton at jackbraton@rochoncorp.com and to me. Thank you.

Respectfully yours,

Stantec Architecture Inc.**Bruce P. Paulson**

Senior Project Manager/Architect

Phone: (612) 712-2108

Cell: (651) 492-9089

Bruce.Paulson@stantec.com

c. File



Project:	Cottage Grove Public Works Facility Mechanics Shop Remodel	Date:	August 10, 2026
For Period:	2/1/2026 to 7/31/2026	Request No	7-Final
Contractor:	Rochon Corporation, 28 2nd Street NW, Suite 200, Osseo, MN 55369		

CONTRACTOR'S REQUEST FOR PAYMENT

COTTAGE GROVE PUBLIC WORKS FACILITY MECHANICS SHOP REMODEL
CITY OF COTTAGE GROVE
COTTAGE GROVE, MINNESOTA
STANTEC FILE NO. 19387340

SUMMARY

1	Original Contract Amount		\$	298,915.00
2	Change Order - Addition	\$	5,180.13	
3	Change Order - Deduction	\$	0.00	
4	Revised Contract Amount		\$	304,095.13
5	Value Completed to Date		\$	304,095.13
6	Material on Hand		\$	0.00
7	Amount Earned		\$	304,095.13
8	Less Retainage 0%		\$	0.00
9	Subtotal		\$	304,095.13
10	Less Amount Paid Previously		\$	301,457.86
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 7-Final		\$	2,637.27

Recommended for Approval by:
STANTEC ARCHITECTURE INC.

See attached for signature _____

Approved by Contractor:
ROCHON CORPORATION

See attached for signature _____

Approved by Owner:
CITY OF COTTAGE GROVE

Specified Contract Completion Date:
July 10, 2025

Date:

TO OWNER/CLIENT:

PROJECT:

Cottage Grove Public Works
8635 W. Point Douglas Road
Cottage Grove, Minnesota 55016

APPLICATION NO: 7

INVOICE NO: 7

PERIOD: 07/01/26 - 07/31/26

PROJECT NO: 2518

CONTRACT DATE:

FROM CONTRACTOR:

Rochon Corporation
28 2nd St NW, Suite 200
Osseo, Minnesota 55369

VIA ARCHITECT/ENGINEER:

Bruce Paulson (Stantec)
733 Marquette Avenue, Suite 1000
Minneapolis, 55402

CONTRACT FOR: Cottage Grove Public Works

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$298,915.00
2. Net change by change orders	\$5,180.13
3. Contract Sum to date (Line 1 ± 2)	\$304,095.13
4. Total completed and stored to date (Column G on detail sheet)	\$304,095.13
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$304,095.13
7. Less previous certificates for payment (Line 6 from prior certificate)	\$301,457.86
8. Current payment due:	\$2,637.27
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$2,542.86	\$0.00
Total approved this month:	\$4,133.87	\$(1,496.60)
Totals:	\$6,676.73	\$(1,496.60)
Net change by change orders:	\$5,180.13	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Rochon Corporation

By: 

Date: 7/22/26

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before

me this

22nd

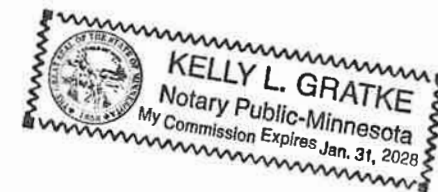
day of

July 2026

Notary Public: 

My commission expires:

1-31-2028



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$2,637.27

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: August 10, 2026

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7

APPLICATION DATE: 7/22/2026

PERIOD: 07/01/26 - 07/31/26

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS	\$48,482.60	\$48,482.60	\$0.00	\$0.00	\$48,482.60	100.00%	\$0.00	\$0.00
2	024119 SELECTIVE DEMOLITION	\$11,287.88	\$11,287.88	\$0.00	\$0.00	\$11,287.88	100.00%	\$0.00	\$0.00
3	033000 CONCRETE	\$8,677.56	\$8,677.56	\$0.00	\$0.00	\$8,677.56	100.00%	\$0.00	\$0.00
4	042200 MASONRY	\$18,132.00	\$18,132.00	\$0.00	\$0.00	\$18,132.00	100.00%	\$0.00	\$0.00
5	061000 CARPENTRY	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$0.00
6	076200 ROOF PATCHING	\$2,525.00	\$2,525.00	\$0.00	\$0.00	\$2,525.00	100.00%	\$0.00	\$0.00
7	079200 JOINT SEALANTS	\$2,890.00	\$2,890.00	\$0.00	\$0.00	\$2,890.00	100.00%	\$0.00	\$0.00
8	081100 DOORS / FRAMES / HDWR	\$5,749.00	\$5,749.00	\$0.00	\$0.00	\$5,749.00	100.00%	\$0.00	\$0.00
9	092900 GYPSUM BOARD ASSEMBLIES	\$8,139.00	\$8,139.00	\$0.00	\$0.00	\$8,139.00	100.00%	\$0.00	\$0.00
10	097720 FRP	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$0.00
11	098813 CONCRETE FLOOR SEALERS	\$6,226.00	\$6,226.00	\$0.00	\$0.00	\$6,226.00	100.00%	\$0.00	\$0.00
12	099100 PAINTING	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$0.00
13	101400 SIGNAGE	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00	100.00%	\$0.00	\$0.00
14	211313 FIRE SUPPRESSION	\$10,700.00	\$10,700.00	\$0.00	\$0.00	\$10,700.00	100.00%	\$0.00	\$0.00
15	220500 PLUMBING COMMON WORK	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
16	220700 PLUMBING INSULATION	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
17	221100 FACILITY WATER DISTRIBUTION	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$0.00
18	221500 COMPRESSED AIR SYSTEMS	\$33,242.00	\$33,242.00	\$0.00	\$0.00	\$33,242.00	100.00%	\$0.00	\$0.00
19	230500 HVAC COMMON WORK	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
20	230593 HVAC TAB	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$0.00
21	230700 HVAC INSULATION	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$0.00
22	230900 INSTRUMENTATION & CONTROLS	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
23	231123 FACILITY NATURAL GAS PIPING	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
24	233100 HVAC DUCTS & CASINGS	\$8,658.00	\$8,658.00	\$0.00	\$0.00	\$8,658.00	100.00%	\$0.00	\$0.00
25	233300 AIR DUCT ACCESSORIES	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
26	233400 HVAC FANS	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$0.00
27	233700 AIR OUTLETS & INLETS	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$0.00
28	235523 GAS FIRED RADIANT HEATERS	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00
29	260505 ELECTRICAL	\$8,650.00	\$8,650.00	\$0.00	\$0.00	\$8,650.00	100.00%	\$0.00	\$0.00
30	260519 POWER	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$0.00
31	262419 MOTOR CONTROL	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
32	262726 GEAR / FEEDERS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
33	265000 LIGHTING	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$0.00
34	312300 EARTHWORK	\$1,355.96	\$1,355.96	\$0.00	\$0.00	\$1,355.96	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35	321201 ASPHALT PAVING	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	\$0.00
36	OH&P	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
TOTALS:		\$298,915.00	\$298,915.00	\$0.00	\$0.00	\$298,915.00	100.00%	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37	PCCO#001 Change Order #1	\$882.82	\$882.82	\$0.00	\$0.00	\$882.82	100.00%	\$0.00	\$0.00
38	PCCO#002 Change Order #2	\$1,660.04	\$1,660.04	\$0.00	\$0.00	\$1,660.04	100.00%	\$0.00	\$0.00
39	PCCO#003 Change Order #3	\$4,133.87	\$0.00	\$4,133.87	\$0.00	\$4,133.87	100.00%	\$0.00	\$0.00
40	PCCO#004 CO#4 Eyewash Revision	\$(1,496.60)	\$0.00	\$(1,496.60)	\$0.00	\$(1,496.60)	100.00%	\$0.00	\$0.00
TOTALS:		\$5,180.13	\$2,542.86	\$2,637.27	\$0.00	\$5,180.13	100.00%	\$0.00	\$0.00

Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$304,095.13	\$301,457.86	\$2,637.27	\$0.00	\$304,095.13	100.00%	\$0.00	\$0.00

**WAIVER OF CONSTRUCTION LIEN, PAYMENT
BOND AND LIEN FUNDS**

August 1st, 2026

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by City of Cottage Grove (owner), is located at 8635 West Point Douglas Road South, Cottage Grove, MN 55016, is described as Cottage Grove Public Works Facility Mechanics Shop Remodel, and this waiver pertains to a portion of the work to be performed by Rochon Corporation (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract with City of Cottage Grove through the date of this waiver in the amount of TWO THOUSAND SIX HUNDRED THIRTY SEVEN & 27/100 DOLLARS (\$2,637.27).

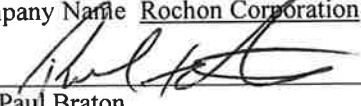
This lien waiver is not valid until the amount listed above has been received.



A handwritten signature in black ink, appearing to be "K. Gratke", written over a horizontal line.

Contractor Waiver Form

Company Name Rochon Corporation

By 
Paul Braton
Its President



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-326-389-216
Submitted Date and Time:	12-Feb-2026 3:50:19 PM
Legal Name:	BROTHER BUILT MASONRY LLC
Federal Employer ID:	88-0705385
User Who Submitted:	BBMLLC22
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1557966848
Minnesota ID:	7938068
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	20-May-2025
Project End Date:	10-Jun-2025
Project Location:	8635 WEST POINT DOUGLAS ROAD SOUTH, COTTAGE GROVE, MN
Project Amount:	\$28,165.52
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:	0-771-364-832
Submitted Date and Time:	16-Feb-2026 1:06:35 PM
Legal Name:	DALEY ELECTRIC LLC
Federal Employer ID:	45-1222909
User Who Submitted:	2024117
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	952020992
Minnesota ID:	2024117
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	21-May-2025
Project End Date:	15-Oct-2025
Project Location:	8635 WEST POINT DOUGLAS RD S COTTAGE GROVE
Project Amount:	\$31,072.00
Subcontractors:	No Subcontractors

Important Messages

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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:	1-743-296-480
Submitted Date and Time:	12-Feb-2026 3:53:30 PM
Legal Name:	HIGH PERFORMANCE COATINGS INC
Federal Employer ID:	27-3481187
User Who Submitted:	HPCSAM
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1021095936
Minnesota ID:	1756863
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	01-Jun-2025
Project End Date:	31-Dec-2025
Project Location:	COTTAGE GROVE PUBLIC WORKS - 8635 WEST POINT DOUGLAS ROAD SOUTH, COTTAGE GROVE, MN 55016
Project Amount:	\$9,426.00
Subcontractors:	No Subcontractors

Important Messages

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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:	0-576-186-336
Submitted Date and Time:	13-Feb-2026 9:22:04 AM
Legal Name:	INDIGO SIGNWORKS INC
Federal Employer ID:	45-0444969
User Who Submitted:	Indigo Signworks
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	986820608
Minnesota ID:	3324380
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	PROJECT: 2518 - COTTAGE GROVE PUBLIC WORKS
Project Begin Date:	07-May-2025
Project End Date:	01-Jul-2025
Project Location:	8635 W. POINT DOUGLAS ROAD - COTTAGE GROVE, MINNESOTA 55016
Project Amount:	\$550.00
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:	1-867-933-664
Submitted Date and Time:	11-Feb-2026 1:21:42 PM
Legal Name:	NERSM, LLC
Federal Employer ID:	33-2012455
User Who Submitted:	JKienlen81
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1635430400
Minnesota ID:	9825710
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	01-Jun-2025
Project End Date:	30-Jun-2025
Project Location:	COTTAGE GROVE
Project Amount:	\$2,525.00
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:	0-188-606-432
Submitted Date and Time:	11-Feb-2026 12:01:10 PM
Legal Name:	R T L CONSTRUCTION INC
Federal Employer ID:	41-1735902
User Who Submitted:	RTLShawn
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	718385152
Minnesota ID:	1219033
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	23-May-2025
Project End Date:	09-Jul-2025
Project Location:	8635 W POINT DOUGLAS ROAD, COTTAGE GROVE, MN 55016
Project Amount:	\$21,252.74
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

Jack Braton

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Wednesday, February 18, 2026 7:14 PM
To: Becky Gowell
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-044-963-808
Submitted Date and Time:	18-Feb-2026 7:13:44 PM
Legal Name:	THE FIRE GROUP INC
Federal Employer ID:	81-1217101
User Who Submitted:	TheFireGroup
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1272754176
Minnesota ID:	4991960
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	#15300
Project Begin Date:	07-May-2025
Project End Date:	31-Jul-2025
Project Location:	COTTAGE GROVE
Project Amount:	\$10,700.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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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:	1-667-537-888
Submitted Date and Time:	22-Jan-2026 11:56:15 AM
Legal Name:	WSN CONSTRUCTION SERVICES LLC
Federal Employer ID:	45-3655980
User Who Submitted:	wadams
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1671606272
Minnesota ID:	2288608
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2518
Project Begin Date:	08-Sep-2025
Project End Date:	03-Nov-2025
Project Location:	8635 WEST POINT DOUGLASS RD S, COTTAGE GROVE, MN 55016
Project Amount:	\$2,890.00
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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Suite 200
28 2nd St NW
Osseo, MN 55369
Office 763.559.9393
Fax 763.559.8101

WARRANTY LETTER

PROJECT:

**Public Works Facility
Mechanics Shop Remodel
Cottage Grove, Minnesota**

LOCATION:

**8635 West Point Douglas
Road South, Cottage Grove,
MN 55016**

GENERAL CONTRACTOR:

ROCHON CORPORATION

SUBSTANTIAL COMPLETION:

11/3/2025

Rochon Corporation does hereby warrant that all labor performed and/or material(s) used in conjunction with the above referenced project are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of ONE (1) year from the Date of Substantial Completion, listed above.

Should any defect develop during the warranty period due to improper materials, workmanship shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Subcontractor and Rochon Corporation written notice of defective work.

Nothing in the above shall be deemed to apply to work which has been modified, abused or neglected by the Owner.

A handwritten signature in black ink, appearing to read "Jack Braton", is written over a horizontal line.

Jack Braton, Project Manager

Rochon Corporation
28 2nd Street NW, #200
Osseo, MN 55369



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Cottage Grove Public Works Facility
Mechanics Shop Remodel
8635 West Point Douglas Road South
Cottage Grove, MN 55016

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:
04-16-2025

OWNER: []

ARCHITECT: []

CONTRACTOR: []

SURETY: []

OTHER: []

TO OWNER: *(Name and address)*

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

STATE OF: MN

COUNTY OF: Washington

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

**SUPPORTING DOCUMENTS ATTACHED
HERETO:**

- Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment [X] Yes [] No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Rochon Corporation
28 2nd Street NW, Suite 200, Osseo, MN 55369

(Signature)

CONTRACTOR'S Authorized Representative (Signature)

BY: Paul Braton, President

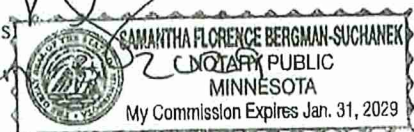
(Printed name and title)

2-9-26
Date

Subscribed and sworn to before me on this date:

February 9 2026

Notary Public:
My Commission Expires:



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Cottage Grove Public Works Facility Mechanics Shop Remodel 8635 West Point Douglas Road South Cottage Grove, MN 55016	ARCHITECT'S PROJECT NUMBER :	OWNER: []
TO OWNER: <i>(Name and address)</i> City of Cottage Grove 12800 Ravine Parkway South, Cottage Grove, MN 55016	CONTRACT FOR:	ARCHITECT: []
	CONTRACT DATED: 04-16-2025	CONTRACTOR: []
		SURETY: []
		OTHER: []

STATE OF: MN
COUNTY OF: Washington

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Rochon Corporation
28 2nd Street NW, Suite 200, Osseo, MN 55369



CONTRACTOR'S Authorized Representative (Signature)

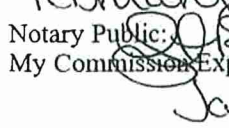
BY: Paul Braton, President

(Printed name and title)

2-9-26

Date

Subscribed and sworn to before me on this date:

February 9 2026
Notary Public: 
My Commission Expires: Jan 31, 2029



Bond No. 7901180744

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

PROJECT: Cottage Grove Public Works Facility Mechanics Shop Remodel, 8635 West Point
(name, address) Douglas Road South, Cottage Grove, MN 55016

TO: (Owner)

City of Cottage Grove
7516 80th Street South
Cottage Grove, MN 55016

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATE: April 16, 2025

CONTRACTOR:
Rochon Corporation
28 2nd Street NW
Osseo, MN 55369

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, Ohio 43215-2220

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

Rochon Corporation
28 2nd Street NW
Osseo, Minnesota 55369

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Cottage Grove
7516 80th Street South
Cottage Grove, Minnesota 55016

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 29th day of January, 2026

Surety Company
Nationwide Mutual Insurance Company


Signature of Authorized Representative

Attest:
(Seal):



Name Alemdar - Attorney-In-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707•CONSENT OF SURETY COMPANY TO FINAL PAYMENT•APRIL 1970 EDITION•AIA®
PAGE

ONE

©1970•THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALAN STARKS; ALEXANDRA KISSELL; BARB A MICHAELS; DAVID M DETERDING; DAWN M BLAISDELL; JEFFREY SETTEM; MELISSA NORDIN;
NAME ALEMDAR; TYLER GERADS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of

January, 2026



Assistant Secretary



City Council Action Request

7.K.

Meeting Date	9/2/2026		
Department	Public Works		
Agenda Category	Action Item		
Title	Sale of Surplus Property		
Staff Recommendation	Authorize Public Works to advertise and sell surplus property on Cranky Ape and or MNBid.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>mnbid 2026 Number 4 lot</td></tr></table>	1.	mnbid 2026 Number 4 lot
1.	mnbid 2026 Number 4 lot		



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

From: Adam Moshier, Facilities and Fleet Maintenance Manager

Date: August 18, 2026

RE: Sale of Surplus Property

Introduction

Public Works is requesting this property be sold on auction. This equipment was replaced in 2025 or 2026 and is no longer needed by Public Works.

Unit Number	Equipment	Asset Number	Estimated Resale Value
31-4006-06	Dump Truck Single Axle Freightliner	3034	\$15,000-\$20,000
21-7040-06	ATV Trailer	3077	\$1,500
70-6007-96	Ingersoll Rand Mobile Air Compressor	2063	\$7,000-\$10,000

Requested Action

Authorize Public Works to advertise and sell surplus property on Cranky Ape and/or MNBid.



City Council Action Request

7.L.

Meeting Date 9/2/2026

Department Parks and Recreation

Agenda Category Action Item

Title Ice Arena Rental Cancellation Policy

Staff Recommendation Approve Ice Arena Rental Cancellation Policy

Budget Implication N/A

Attachments

1.	Memo-Ice Cancellation Policy
2.	Ice Arena Policy



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

From: Zac Dockter, Parks and Recreation Director
Jordan Hirman, Recreation Facility Manager

Date: August 21, 2026

Subject: Ice Arena Rental Cancellation Policy

Introduction/Background

The Ice Arena has policy to manage the administrative and financial burden related to facility rental cancellations. It is important to have a strong rental cancellation policy to assure the Ice Arena staff has ample time to resell ice/turf and maximize usage of the facility. When ample time is not provided from a cancellation, the City loses the ability to capture all or most of the lost revenue associated to the reservation hold period.

The current policy calls for a 30-day cancellation notice with a 100% refund. Ice Arena staff is looking to amend the policy with an aim to increase notice time for cancellations. By offering a 90+ day cancellation rate along with 30-90 day cancellation rate, staff hopes this will encourage customers to return ice as soon as possible to offer the arena the ability to resell and maximize facility usage to get customers through the doors. Additionally, a non-refundable cancellation fee based on percentage of sale is a means to recapture the administrative costs realized from establishing a rental contract. Attached is the proposed Ice Arena Rental Cancellation Policy.

Staff Recommendation

Approve Ice Arena Rental Cancellation Policy effective immediately.

Ice Arena (Ice and Turf) Rental & Cancellation Policy

Our goal is to provide high-quality facilities, reliable scheduling, and excellent service to all renters. To ensure fair access and efficient facility operations, the following terms apply to all Ice Arena (Ice and Turf) reservations.

1. Payment & Deposit

- **Deposit:** A non-refundable 25% deposit is required at the time of booking to secure any ice or turf reservation. This deposit is applied toward the final contract balance.
- **Final Payment:** The remaining balance is due 30 days prior to the scheduled rental date. If a reservation is booked less than 30 days in advance, full payment is due at the time of booking.

2. Cancellations & Refunds All cancellation requests must be submitted in writing to facility staff via email at jhirman@cottagegrovemn.gov. Cancellations are effective only upon written confirmation of receipt from facility staff.

- **90+ Days Prior:** Eligible for a refund of fees paid, less a fee equal to 5% of the total contract value.
- **30 to 89 Days Prior:** Eligible for a refund of fees paid, less a fee equal to 10% of the total contract value.
- **Less Than 30 Days Prior:** Non-refundable and non-returnable. Reservations canceled within 30 days must be paid in full. Outstanding balances remain due immediately.
- **No-Shows:** Reservations that are not used and not canceled in writing will forfeit all rental fees paid.

Note: Applicable cancellation fees will be deducted from any paid balance/deposit before remaining funds are issued. Approved refunds will be returned via the original payment method within 30 days.

3. Rescheduling

- **Notice Required:** Reservations may be rescheduled at no charge with at least 7 days' written notice prior to the original date, provided the new slot falls within the same rate category (e.g., Prime vs. Non-Prime). If moved to a higher-rate category, the renter must pay the difference.

- **30-Day Restriction:** Rescheduling a slot within 30 days of the rental date does not reset or bypass the 30-day non-refundable cancellation policy. If a rescheduled reservation is later canceled, the cancellation fee will be calculated based on the original reservation date.

4. Facility Closures

If the facility is forced to close due to severe weather, mechanical failure, or emergency maintenance, renters will be offered the option to reschedule at no additional charge or receive a full refund/credit for the affected ice or turf time.

5. Non-Transferability

Ice and turf reservations are non-transferable. Renters may not sub-lease, resell, or transfer their reserved facility time to another organization or individual without prior written approval from facility management.



City Council Action Request

7.M.

Meeting Date 9/2/2026

Department Economic Development

Agenda Category Action Item

Title Extension of WAG Dog Park Lease

Staff Recommendation Approve the third amendment for WAG Dog Park lease which extends the lease by one additional year under the current terms.

Budget Implication N/A

Attachments

1.	WAG Dog Park lease extension Memo 9-2-2026
2.	Third Amendment to Lease Agreement 8-3-26
3.	Lease Agreement 2016-2026
4.	First Amendment to Lease Agreement for Dog Park recorded as Document No. 4410294 on 7-10-23
5.	4445739 Second Amendment to Lease Agreement for Dog Park

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

From: Nate Carlson, Economic Development Manager

Date: September 2, 2026

Subject: One-year lease extension for WAG Dog Park

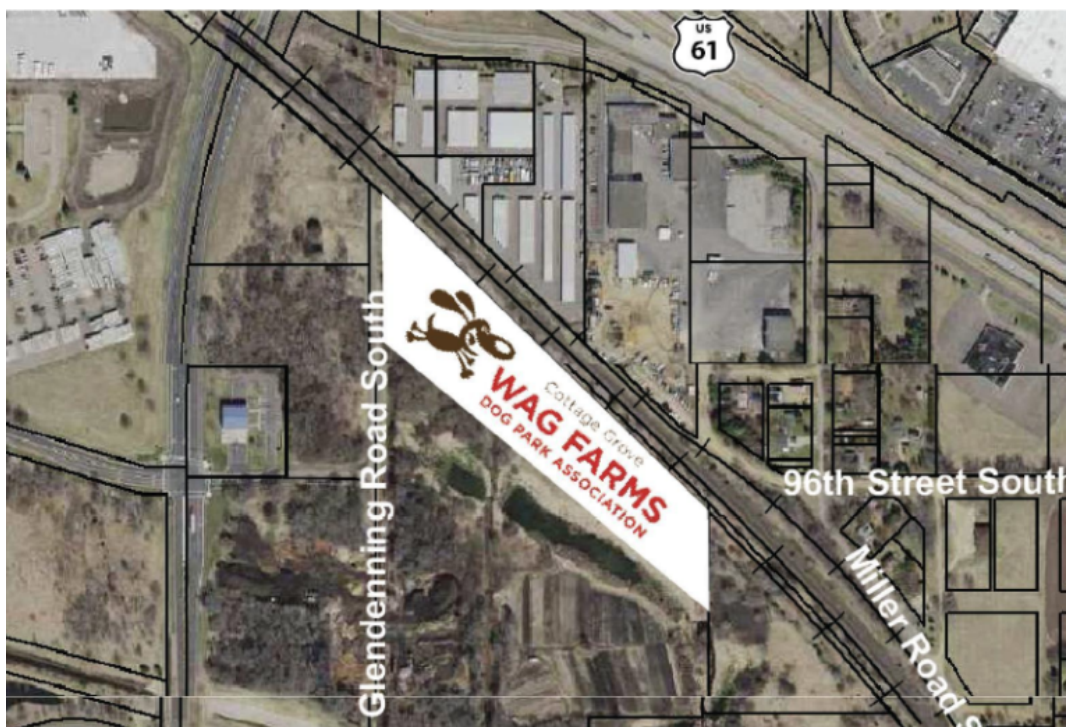
Background/ Discussion

Historically, land owned by the WAG Farms Trust within the City's Business Park has been sold to the EDA (Economic Development Authority) and then sold to the end user. The City has coordinated multiple sales over the years and created several shovel ready sites for development.

In addition to the developable property, the City has partnered with WAG on a dog park since 2017, which utilizes roughly 8.6 acres. See map of Dog park below. The original lease had a ten-year term, which concludes on December 31, 2026. The owners have indicated that they would prefer to have the City purchase the property rather than continue the lease for several years. To complete a thorough review of funding options for the City to acquire this property, City staff has negotiated a one-year extension of the current lease.

There have been two additional amendments to this lease, which were required when platting and property boundaries were shifted. The third amendment provides the one-year extension utilizing the current terms of the existing lease. WAG has agreed to the terms and the one-year extension.

Staff will provide more information to Council regarding a potential acquisition following a thorough review of funding options.



Recommendation

1. Approval of Third Amendment for WAG Dog Park lease which extends the lease by one additional year under the current terms.

Attachments

Third Amendment to the WAG Dog Park Lease
Original Lease to the WAG Dog Park
First Amendment to the WAG Dog Park lease
Second Amendment to the WAG Dog Park lease

THIRD AMENDMENT TO LEASE AGREEMENT FOR DOG PARK

This **THIRD AMENDMENT TO LEASE AGREEMENT FOR DOG PARK** (the “Third Amendment”), made and entered into on this 2nd day of September, 2026 by and between WAG Farms, Inc., a Minnesota corporation, and Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership (collectively, the “Lessor”), and the City of Cottage Grove, a municipal corporation under the laws of the state of Minnesota (the “City” or the “Lessee”). (Lessor and City may be referred to individually as “Party” or collectively as “Parties”)

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement for Dog Park dated April 19, 2017, recorded as Document No. 4109771 (“Original Lease Agreement”), as amended by the First Amendment to Lease Agreement for Dog Park dated July 10, 2023 and recorded as Document No. 4410294 (“First Amendment”) and the Second Amendment to Lease Agreement for Dog Park dated August 7, 2024 and recorded as Doc. No. 4445739 (“Second Amendment”) (together the Original Lease Agreement, First Amendment and Second Amendment shall be referred to as the “Lease Agreement”).

WHEREAS, the Lease Agreement terminates on December 31, 2026, and the City desires to continue such use for another year while the Parties negotiate the potential purchase of the Property, as defined in the Lease Agreement; and

WHEREAS, Lessor agrees to a one-year extension of the Lease Agreement under the current terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The entire Lease Agreement is hereby incorporated into this Third Amendment, except as modified below.
2. Section 1 (c) of the Lease Agreement is hereby removed and replaced in its entirety as follows:

(c) December 31, 2027
3. Except as provided above, the terms and provisions of the Lease Agreement shall remain in full force and effect.
4. This Third Amendment and all disputes or controversies arising out of or relating to this Third Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
6. This Third Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This Third Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

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LESSOR

WAG Farms, Inc.

By:

William G. Glendenning
William G. Glendenning

Its: President

STATE OF MINNESOTA)

COUNTY OF CW) SS

The foregoing instrument was acknowledged before me this 7th day of August, 2026 by William G. Glendenning, the president of WAG Farms, Inc., a Minnesota corporation on behalf of the corporation.

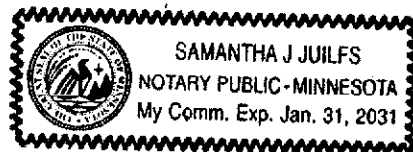
Samantha J. Juilfs
Notary Public

Glendenning Farms, L.P.

By:

William G. Glendenning
William G. Glendenning

Its: General Partner

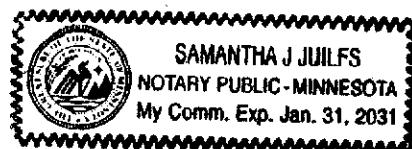


STATE OF MINNESOTA)

COUNTY OF CW) SS

The foregoing instrument was acknowledged before me this 7th day of August, 2026 by William G. Glendenning, the general partner of Glendenning Farms, L.P., a limited partnership on behalf of the limited partnership.

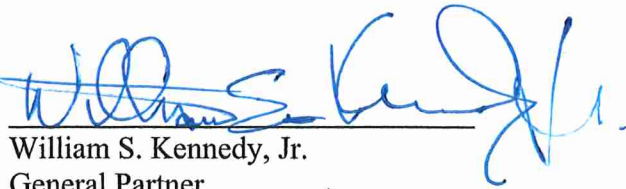
Samantha J. Juilfs
Notary Public



LESSOR

**Joan Glendenning Kennedy Family
Limited Partnership**

By:



William S. Kennedy, Jr.

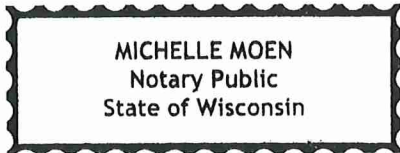
Its:

General Partner

STATE OF *Wisconsin* MINNESOTA)

COUNTY OF *Burnett*) SS

The foregoing instrument was acknowledged before me this 14 day of Aug, 2026 by William S. Kennedy, Jr., the general partner of Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.





Notary Public

Exp. date: 7-20-30

CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its: Mayor

By: _____
Tamara Anderson
Its: City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Myron Bailey and Tamara Anderson, the Mayor and City Clerk of the City of Cottage Grove, a Minnesota municipal corporation on behalf of the corporation.

Notary Public

Drafted by and after recording return to:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr. Suite 300
Eagan, MN 55121
651-451-1831

LEASE AGREEMENT FOR DOG PARK

THIS LEASE AGREEMENT (the "Lease"), made and entered into on this 19th day of April, 2017 by and between WAG Farms, Inc., a Minnesota corporation, and Glendenning Farms, L.P., a Minnesota limited partnership, together having a two-thirds interest, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership having a one-third interest (collectively, the "Glennennings" or the "Lessor"), and the City of Cottage Grove, a municipal corporation under the laws of the state of Minnesota (the "City" or the "Lessee").

WITNESSETH:

WHEREAS, Glennennings own real property located in the City of Cottage Grove, Minnesota, legally described on Exhibit A (the "Property") and depicted on the map attached on Exhibit B; and

WHEREAS, the City is aware and acknowledge that portions of the Property may be encumbered by lease agreements that are terminable upon 90 days' written notice but that do not interfere with the City's intended use of the Property pursuant to this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease and Term.** Glennennings hereby lease to the City, that land which is hereinafter described and depicted in Exhibits A and B (the "Premises") for a term commencing on September 1, 2016 and ending on December 31, 2026. This Lease shall terminate upon the first of the following to occur:
 - (a) Sale of the Property. The Premises are subject to an Option Agreement and Right of Entry between Lessor and Lessee dated _____, 2016, (the "Option"). The Option grants the City an Option to purchase the Premises at certain predetermined prices; or
 - (b) Notification by either party of such party's intent to terminate the Lease upon thirty (30) days prior written notice to the other party; or
 - (c) December 31, 2026.
2. **Payment.** The City shall pay to Glennennings the sum of One and 00/100th Dollar (\$1.00) per year as consideration for the Lease.
3. **Weed Control.** The City shall be responsible for the control of all weeds on the Premises which control shall comply with Cottage Grove City Code, Section

13-1.

4. **Refuse Control.** The City shall maintain the Premises and provide regular cleanup of dog waste and refuse which accumulates on the Premises.
5. **Use of Premises.** The Premises consists of approximately 14 acres. The City's planned use of the Premises is a public park and open space primarily used for dog exercising; (the "Use") said Park to be referred to as "WAG Farms Park".
6. **Subleasing.** The City may, without the consent of Lessor, sublease the Premises to any person or entity, for the Use, provided that the sublessee agrees to be bound by the Lease and assumes all of Lessee's obligations hereunder.
7. **Real Estate Taxes.** City agrees to pay a portion of the real estate taxes during the term of the Lease for the tax parcel that contains the Premises. The parties agree that the pro-rata portion of the property taxes that are allocatable to the Premises is thirty-seven percent (37%) of the real estate taxes for tax parcel 21.027.21.42.001. The City shall begin paying its prorata portion of the real estate taxes payable each year upon commencement of the Lease and if such date is not on the 1st of a calendar year, taxes shall be prorated between the parties to reflect the parties' respective occupancy of the Premises. The City's portion of taxes shall be payable September 30 (for the installment payable October 15) and April 30 (for the installment of property taxes payable on May 15) for each year the Lease is in effect.
8. **Insurance.** During the entire Lease term and any extensions or renewals thereof, and any holdover tenancy, the City shall obtain and keep in full force and effect on an annual basis, at its sole cost and expense, a policy of comprehensive general liability insurance written by a responsible casualty or indemnity company authorized to do business in Minnesota, under which policy the Glendennings shall be named as an additional insured, and with at least the maximum limitations of liability set forth in Minnesota Statutes, Chapter 466, as it may be amended from time to time. The City may satisfy the insurance requirements by obtaining the appropriate endorsement to any master policy of liability insurance it may maintain.
9. **Utilities.** City shall pay the utility company or other provider, if any, directly for all utilities services to the Premises during the full term of this Lease and any holdover tenancy.
10. **Improvements and Restoration.** The City may make any improvements to the Premises necessary or desirable to allow or enhance the Use. The City shall have the right, but not the obligation, to remove any such improvements and shall have no obligation to restore the Premises at the termination of this Lease.
11. **Notices.** All notices or demands required or permitted to be given under this

Lease shall be in writing and shall be deemed to be given when delivered personally to any office of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope with registered or certified mail postage prepared thereon addressed to the parties at the following addresses:

To Lessor (Glennennings) Gordon Glendenning
1765 Pinehurst Avenue
St. Paul, MN 55116

Joan Glenndenning Kennedy Family, L.P.
Attn: William S. Kennedy, Jr.
3988 Glenview Avenue
Arden Hills, MN 55112

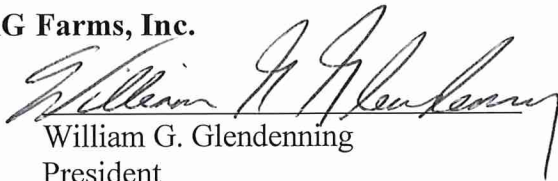
To Lessee (City) City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attn: City Administrator

12. **Minnesota Law.** This lease shall be interpreted under the laws of Minnesota.

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WAG Farms, Inc.

By:


William G. Glendenning
Its: President

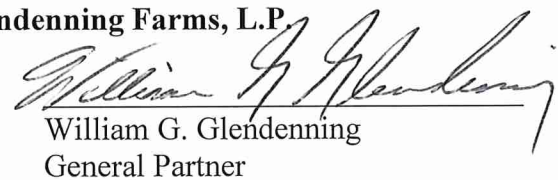
STATE OF MINNESOTA)
) SS
COUNTY OF Washington)

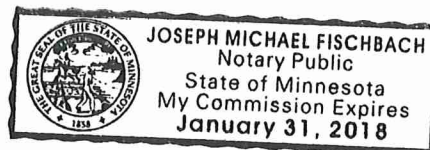
The foregoing instrument was acknowledged before me this 19th day of April, 2018 by William G. Glendenning, the president of WAG Farms, Inc., a Minnesota corporation on behalf of the corporation.


Notary Public

Glendenning Farms, L.P.

By:

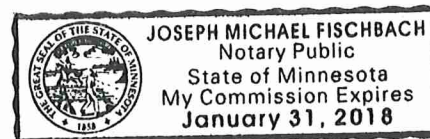

William G. Glendenning
Its: General Partner



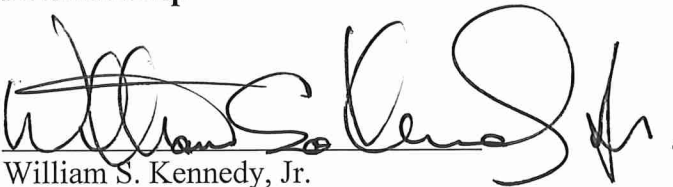
STATE OF MINNESOTA)
) SS
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 19th day of April, 2018 by William G. Glendenning, the general partner of Glendenning Farms, L.P., a limited partnership on behalf of the limited partnership.


Notary Public

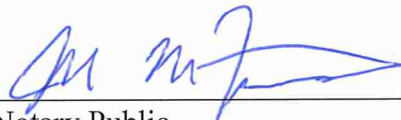


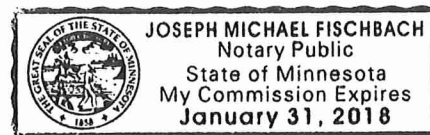
**Joan Glendenning Kennedy Family
Limited Partnership**

By: 
William S. Kennedy, Jr.
Its: General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF Washington)

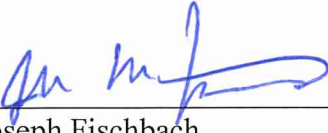
The foregoing instrument was acknowledged before me this 19th day of April, 2016 by William S. Kennedy, Jr., the general partner of Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.


Notary Public



CITY OF COTTAGE GROVE

By: 
Myron Bailey
Its: Mayor

By: 
Joseph Fischbach
Its: City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 19th day of April, 2010 by Myron Bailey and Joseph Fischbach, the Mayor and City Clerk of the City of Cottage Grove, a Minnesota municipal corporation on behalf of the corporation.

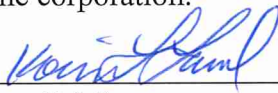

Notary Public



EXHIBIT A
DESCRIPTION OF LEASED PREMISES

A portion of the real property constituting Tax Parcel No. 21.027.21.42.0001, legally described as follows:

Legal Description for Parcel Number 21.027.21.42.0001

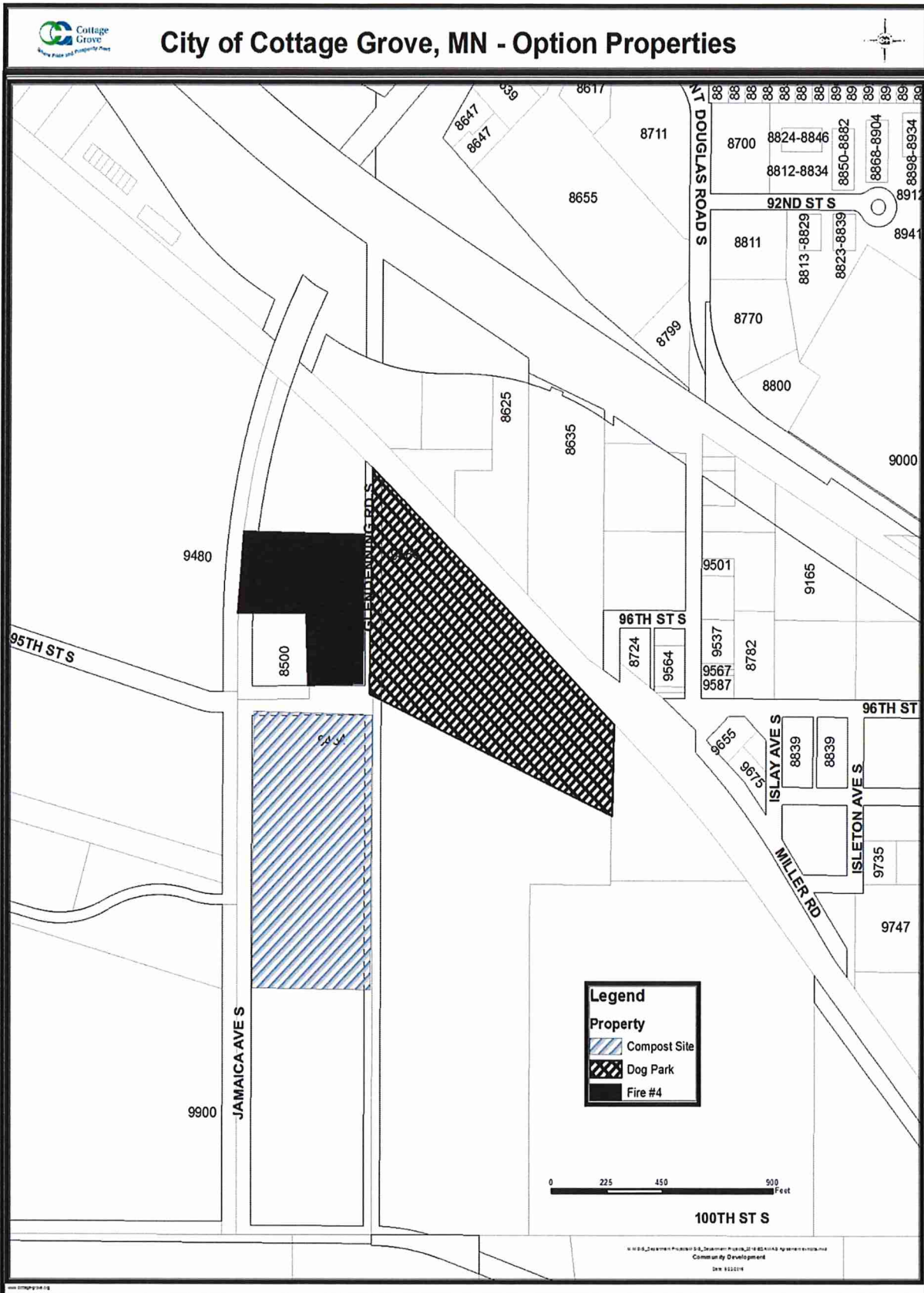
That part of the West Half of the East Half of Section 21, Township 27, Range 21, formerly platted as Blocks 43 to 50 inclusive and Block 55 of Village of Langdon, according to the plat thereof as recorded in Book B of Plats, Page 5 in the Office of the Register of Deeds in and for said County, together with the streets and alleys abutting thereon, which were vacated by an Order of Court, First Judicial District, Washington County, Minnesota, dated March 5, 1882.

The portion of said real property constituting the Premises is depicted as "Dog Park" on the attached Exhibit B.

Drafted by:

LeVander, Gillen & Miller, P.A.
Stephen H. Fochler
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone: 651-451-1831

EXHIBIT B
DEPICTION OF LEASED PREMISES



Receipt:# 625908

AMN

\$46.00

Return to:

E - SIMPLIFILE
4844 North 300 West
Suite 202

Provo UT 84604

4410294



Certified Filed and/or recorded on:

7/10/2023 8:55 AM

4410294

**Office of the County Recorder
Washington County, Minnesota**

Amy Stenftenagel, County Recorder

FIRST AMENDMENT TO LEASE AGREEMENT FOR DOG PARK

THIS FIRST AMENDMENT TO LEASE AGREEMENT FOR DOG PARK (this “First Amendment”) is entered into as of June 21, 2023 (the “Effective Date”), by and between WAG Farms, Inc., a Minnesota corporation, Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership (collectively, the “Glennennings” or the “Lessor”), and the City of Cottage Grove, a Minnesota municipal corporation (the “City” or the “Lessee”).

RECITALS

Recital No. 1. Glennennings and City entered into a Lease Agreement for Dog Park dated April 19, 2017 and recorded as Document No. 4109771 on April 26, 2017 (“Lease Agreement”) for the Premises identified in the Lease Agreement.

Recital No. 2. Glennennings and City mutually desire to amend the Lease Agreement.

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

1. The entire Lease Agreement is hereby incorporated into this First Amendment, except as modified below.
2. Section 7 of the Lease Agreement shall be removed and replaced in its entirety as follows:
 7. **Real Estate Taxes.** The City agrees to pay a prorated portion of its share of the real estate taxes for the tax parcel that contains the Premises. Prior to 2020, the prorated portion of the real estate taxes for tax parcel 21.027.21.42.001, which was the tax parcel identification number upon the Effective Date of this Lease, was thirty-seven percent (37%). In 2020, the tax parcel property identification number changed to 21.027.21.42.0009 and is the current tax parcel identification number that contains the Premises. And also, beginning in 2020, the City agreed to increase its prorated portion of the real estate taxes to fifty percent (50%) of the real estate taxes for this tax parcel. The City began paying its prorata portion of the real estate taxes for this tax parcel in 2020 and agreed to pay this prorated portion moving

forward for the remainder of the Lease. The City's portion of taxes shall be payable April 30 for each year the Lease is in effect.

3. Section 11 of the Lease Agreement shall be removed and replaced in its entirety as follows:

11. **Notices.** All notices or demands required or permitted to be given under this Lease shall be in writing and shall be deemed to be given when delivered personally to any office of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope with registered or certified mail postage prepared thereon addressed to the parties at the following addresses:

To Lessor (Glendennings) WAG Farms, Inc.
Glendenning Farms, L.P.
Attn: William G. Glendenning
1941 Ford Parkway, #304
St. Paul, MN 55116

Joan Glendenning Kennedy
Family Limited Partnership
Attn: William S. Kennedy, Jr.
7437 Queensland Lane N.
Maple Grove, MN 55311

To Lessee (City) City of Cottage Grove
Attn: City Administrator
12800 Ravine Parkway
Cottage Grove, MN 55016

4. Except as provided above, the terms and provisions of the Lease Agreement shall remain in full force and effect.
5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

8. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

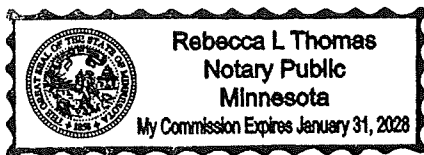
[The remainder of the page was intentionally left blank.]

WAG FARMS, INC.

By: William G. Glendenning
William G. Glendenning
Its: President

STATE OF MINNESOTA)
COUNTY OF Crow Wing) SS

The foregoing instrument was acknowledged before me this 13 day of June, 2023, by William G. Glendenning, the President of WAG Farms, Inc., a Minnesota corporation, on behalf of the corporation.



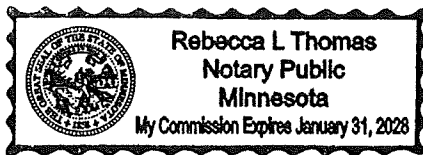
Rebecca L. Thomas
Notary Public

GLEDENNING FARMS, L.P.

By: William G. Glendenning
William G. Glendenning
Its: General Partner

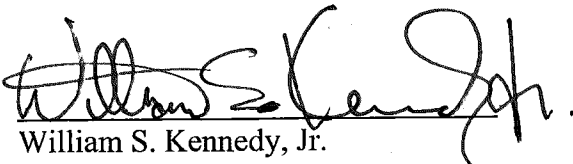
STATE OF MINNESOTA)
COUNTY OF Crow Wing) SS

The foregoing instrument was acknowledged before me this 13 day of June, 2023, by William G. Glendenning, the General Partner of Glendenning Farms, L.P., a Minnesota limited partnership, on behalf of the limited partnership.



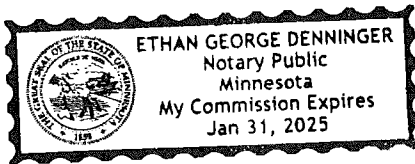
Rebecca L. Thomas
Notary Public

**JOAN GLENDENNING KENNEDY FAMILY
LIMITED PARTNERSHIP**

By: 
William S. Kennedy, Jr.
Its: General Partner

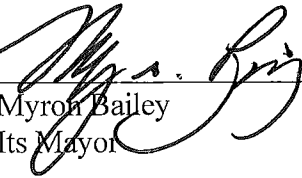
STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

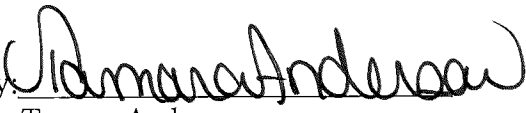
The foregoing instrument was acknowledged before me this 8 day of JUNE, 2023, by William S. Kennedy, Jr., the General Partner of Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.




Notary Public

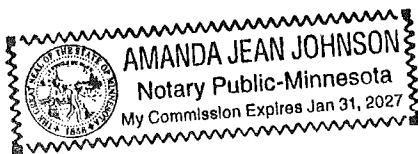
CITY OF COTTAGE GROVE

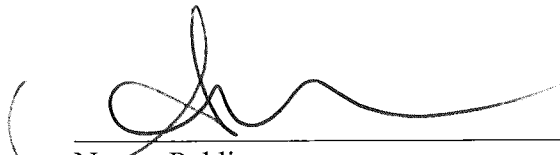
By: 
Myron Bailey
Its Mayor

By: 
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this 21st day of June, 2023, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.




Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING, PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

Receipt:# 655972

AMN

\$46.00

Return to:

E - SIMPLIFILE
4844 North 300 West
Suite 202

Provo UT 84604

4445739



Certified Filed and/or recorded on:

8/16/2024 8:37 AM

4445739

**Office of the County Recorder
Washington County, Minnesota**

Amy Stenftenagel, County Recorder

SECOND AMENDMENT TO LEASE AGREEMENT FOR DOG PARK

THIS SECOND AMENDMENT TO LEASE AGREEMENT FOR DOG PARK (this “Second Amendment”) is entered into as of August 7, 2024 (the “Effective Date”), by and between WAG Farms, Inc., a Minnesota corporation, Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership (collectively, the “Glennennings” or the “Lessor”), and the City of Cottage Grove, a Minnesota municipal corporation (the “City” or the “Lessee”).

RECITALS

Recital No. 1. Glennennings and City entered into a Lease Agreement for Dog Park dated April 19, 2017 and recorded on April 26, 2017 as Document No. 4109771 (“Original Lease Agreement”), as amended by the First Amendment to Lease Agreement for Dog Park dated and recorded on July 10, 2023 as Document No. 4410294 (“Frist Amendment”) (together the Original Lease Agreement and the First Amendment shall be referred to as the “Lease Agreement”).

Recital No. 2. Prior to 2020, the Premises was located in a portion of tax parcel 21.027.21.42.001; in 2020, the parcel was replatted and the tax parcel property identification number changed to 21.027.21.42.0009; and in 2023, the parcel was replatted again, creating a separate and single tax parcel for the Premises only, with a new tax parcel property identification number of 21.027.21.42.0012.

Recital No. 3. The previous tax parcels contained more property than that which was occupied by the Dog Park and therefore, the property taxes were allocated appropriately between the Glennennings and the City.

Recital No. 4. Glennennings and City mutually desire to amend the Lease Agreement to reflect the current tax parcel identification number for the Premises and the appropriate allocation of taxes related thereto.

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

1. The entire Lease Agreement is hereby incorporated into this Second Amendment, except as modified below.
2. Exhibit A to the Lease Agreement is hereby removed and replaced in its entirety as follows:

EXHIBIT A
DESCRIPTION OF LEASED PREMISES

Real property located in City of Cottage Grove, Washington County, Minnesota, legally described as follows:

Outlot E, Lake Flora Second Addition (the “Premises”).

PID 21.027.21.42.0012.

Abstract Property

3. Section 7 of the Lease Agreement shall be removed and replaced in its entirety as follows:
 7. **Real Estate Taxes.** The City agrees to reimburse Glendennings for 100% of the real estate taxes for the tax parcel that contains the Premises within 14 days after the Glendennings provide written notification to the City Finance Director, which may be done electronically, that taxes have been paid.
4. Section 1 (a) of the Original Lease Agreement shall be removed in its entirety.
5. Except as provided above, the terms and provisions of the Lease Agreement shall remain in full force and effect.
6. This Second Amendment and all disputes or controversies arising out of or relating to this Second Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
7. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
8. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
9. This Second Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

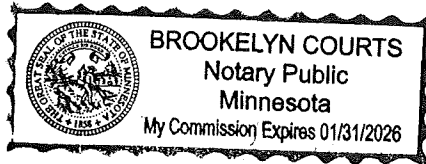
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WAG FARMS, INC.

By: William G. Glendenning
William G. Glendenning
Its: President

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 16th day of July, 2024, by William G. Glendenning, the President of WAG Farms, Inc., a Minnesota corporation, on behalf of the corporation.



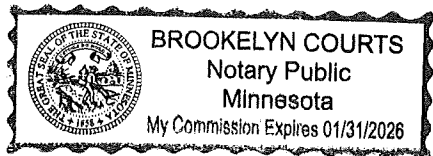
Brooklyn Courts
Notary Public

GLEDENNING FARMS, L.P.

By: William G. Glendenning
William G. Glendenning
Its: General Partner

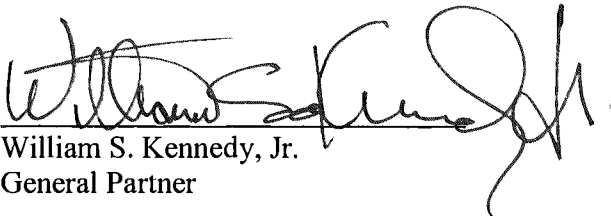
STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 16th day of July, 2024, by William G. Glendenning, the General Partner of Glendenning Farms, L.P., a Minnesota limited partnership, on behalf of the limited partnership.



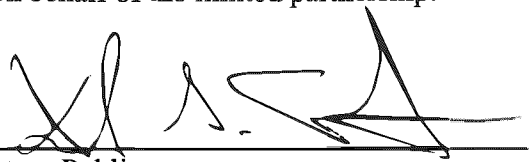
Brooklyn Courts
Notary Public

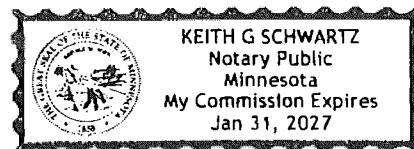
**JOAN GLENDENNING KENNEDY FAMILY
LIMITED PARTNERSHIP**

By: 
William S. Kennedy, Jr.
Its: General Partner

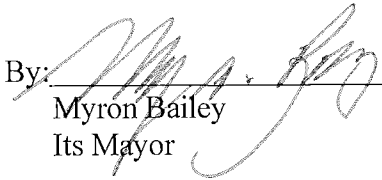
STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

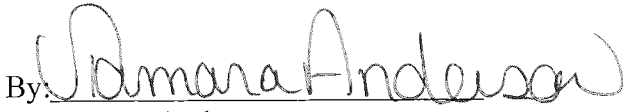
The foregoing instrument was acknowledged before me this 31 day of June, 2024, by William S. Kennedy, Jr., the General Partner of Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.


Notary Public



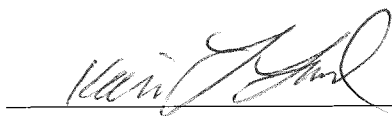
CITY OF COTTAGE GROVE

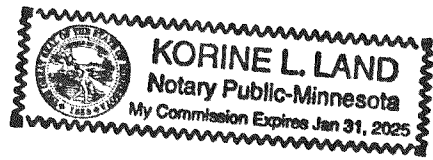
By: 
Myron Bailey
Its Mayor

By: 
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 7th day of August, 2024, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.


Notary Public



**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING, PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831



City Council Action Request

7.N.

Meeting Date	9/2/2026				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	National Park Service Dock Grant				
Staff Recommendation	Authorize grant agreement between City of Cottage Grove and United States Department of the Interior National Park Service to install a paddler dock and launch system at Hazen P Mooer Park within the National Park's Mississippi National River and Recreation Area.				
Budget Implication	50% National Park Service Grant and 50% from Park Improvement Fund - \$7,500 each.				
Attachments	<table><tr><td>1.</td><td>Memo-NPS Grant Agreement</td></tr><tr><td>2.</td><td>Grant Agreement</td></tr></table>	1.	Memo-NPS Grant Agreement	2.	Grant Agreement
1.	Memo-NPS Grant Agreement				
2.	Grant Agreement				

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

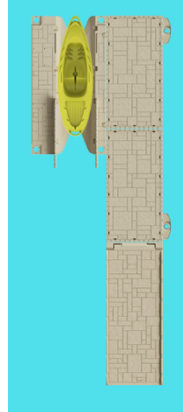
From: Zac Dockter, Parks and Recreation Director

Date: August 24, 2026

Subject: National Park Service Grant – Hazen P Mooer Park Paddler Dock and Launch System

Introduction/Background

Hazen P Mooer Park is home to Cottage Grove's only public launch for Mississippi River paddlers. This site remains popular with both Paddleshare renters as well as paddlers who bring their own vessels. However, when the river level is low, launching becomes quite challenging as paddlers must wade into the water/mud to reach paddling depth. The City has been working with the National Park Service (NPS) to partner in establishing a dock system that allows paddlers to get further into the water without having to walk through mud and water. In March 2026, City Council authorized staff to apply for NPS grant funding to install a seasonal dock and paddler launch system to improve the paddling experience on the river. The image below shows the general concept of the proposed system.



Budget

The National Park Service grant opportunity funds 50% of the project. The City portion of the project would be derived from the Park Improvement Fund which has capacity for this investment in the 2026 budget.

Project Budget Detail:

Park Maintenance Labor (install/maintenance)	\$1,620
Dock w/Paddler Launch	\$12,500
Installation Supplies (concrete, rock, etc.)	\$880
Total Project Budget	\$15,000

Funding Responsibilities :

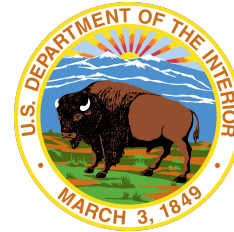
City of Cottage Grove	\$7,500
National Park Service	\$7,500

Staff Recommendation

Authorize grant agreement between City of Cottage Grove and United States Department of the Interior National Park Service to install a paddler dock and launch system at Hazen P Mooer Park within the National Park's Mississippi National River and Recreation Area.

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
08/14/2026		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER			
15.941 - Mississippi National River and Recreation Area State and Local Assistance			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P26AP00570-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P26AP00570		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/14/2026		Through 09/30/2027	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/14/2026		Through 09/30/2027	
8. TITLE OF PROJECT (OR PROGRAM)			
Hazen P Mooer Park Paddler Launch			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

16 U.S.C. § 460zz5(a) - 460zz5(b) Mississippi National River and Recreation Area

9a. GRANTEE NAME AND ADDRESS		9b. GRANTEE PROJECT DIRECTOR	
CITY OF COTTAGE GROVE 12800 Ravine Pkwy COTTAGE GROVE, MN, 55016-6103		ZAC DOCKTER	
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER	
ZAC DOCKTER		Holly Henriksen 1849 C St NW Washington, DC, 20240-0001 Phone: 111-111-1111	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 7,500.00			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages\$ 1,620.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 7,500.00			
c. Total Personnel Costs\$ 1,620.00				13. Total Federal Funds Awarded to Date for Project Period \$ 7,500.00			
d. Equipment\$ 12,500.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies\$ 880.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction\$ 0.00				a. 2 \$ d. 5 \$			
h. Other\$ 0.00				b. 3 \$ e. 6 \$			
i. Contractual\$ 0.00				c. 4 \$ f. 7 \$			
j. TOTAL DIRECT COSTS → \$ 15,000.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS \$ 0.00				a. DEDUCTION			
l. TOTAL APPROVED BUDGET \$ 15,000.00				b. ADDITIONAL COSTS			
m. Federal Share \$ 7,500.00				c. MATCHING			
n. Non-Federal Share \$ 7,500.00				d. OTHER RESEARCH (Add / Deduct Option)			
				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:

Rebecca Uber, Grants Management Specialist
1849 C St NW
Washington, DC, 20240-0001
Phone: 0000000000

17. VENDOR CODE	0071405774	18a. UEI	PUH4LGL9L1G9	18b. DUNS	076509504	19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0054016672-00010	\$7,500.00	08/14/2026	09/30/2027	1036	Boat Launch Construction	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/14/2026
GRANT NO. P26AP00570-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/14/2026	09/30/2027	Project Final	01/28/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/14/2026	09/30/2027	Project Final	01/28/2028

AWARD ATTACHMENTS

CITY OF COTTAGE GROVE

P26AP00570-00

1. Agreement
2. Detailed Budget

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
City of Cottage Grove

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XII. STANDARD TERMS AND CONDITIONS 6

I. LEGAL AUTHORITY

Agreement Number P26AP00570 was entered into by and between the Department of the Interior, National Park Service, (NPS), and the City of Cottage Grove (hereafter referred to as 'Recipient') pursuant to:

Arizona-Idaho Conservation Act of 1988 (AICA), Title VII, Public Law 100-696; Codified as 16 USC CHAPTER 1, SUBCHAPTER CXI, Part A: Mississippi National River and Recreation

- AICA Section 704(a) 16 USC section 460 zz 5(a) - Grants, Public Law 100-696
- AICA Section 705(d): Conditions for possible withholding or reimbursement of funds granted under AICA Section 706.
- AICA Section 706: Authorization to make grants of not more than 50% of the cost of acquisition and development of area of lands and waters or interests therein in a manner consistent with the Mississippi National River and Recreation Area Comprehensive Management Plan to State of Minnesota or its political subdivisions. Authorization to provide technical assistance and cooperative agreements to State of Minnesota or its political subdivisions.

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – Create an accessible water access within the Mississippi National River and Recreation Area through the installation of a canoe/kayak launch at Hazen. P. Mooer's Park.
- B. Project Objectives – Increase water access and programming opportunities for the American public, especially those with limited physical abilities.

III. PUBLIC PURPOSE

This project will install an accessible, non-motorized boat launch at Hazen P. Mooer Park in Cottage Grove to increase public use and improve safe access to the Mississippi River backchannel (Mooers Lake). The new launch will make it easier for paddlers of varying physical abilities to enter and exit the water within the Mississippi National River and Recreation Area while also supporting recreation programs and increasing public enjoyment of the river.

IV. STATEMENT OF WORK

This project will construct a water access to Mooers Lake, a backchannel of the Mississippi River, that will allow for individuals to access the water in paddle craft safely. The access will facilitate water access in an area where natural conditions can create muddy, boggy conditions that make it difficult to launch a paddlecraft from the water. The project will include procurement and installation of a paddler launch and dock at Hazen P. Mooer Park in Cottage Grove. Work will include selecting the launch structure, completing any necessary site preparation, and installing the dock to provide safe access for kayaks and canoes. The launch

will support the existing PaddleShare program and expand public access to the river. Signage signifying a partnership with the National Park Service will be installed.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable
2. Plan, design, and develop an access dock at Hazen P. Mooers Park that facilitates safe paddle craft access for users.
3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.
4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

At least 50% non-Federal cost share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$7,500 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a

Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk," has compliance and/or performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The Financial Assistance Awarding Officer (FAAO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with 2 CFR § 200.407 – Prior written approval (prior approval). The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for SF-425 Federal Financial Report (FFR) frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions “Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR § 200.334 - Record retention requirements.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205 – Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

This award has been determined to be a low risk with the following requirements:

Low: Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

The recipient agrees to install a conspicuous sign (24”x18”) provided by the NPS recognizing the funding partnership at either the:

- o Site entrance,
- o Primary trailhead or parking area,
- o Area where the funded project directly occurred.

The NPS will confirm the location with the recipient and provide the physical sign once reimbursable costs have been expended.

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated

rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

- A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***

- (1) You must submit the required information about each proceeding that—
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following—
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (D) Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) **Reporting Frequency.** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) **Definitions.** For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:
 - a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
 - b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.
2. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the

government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice

to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
- (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the

consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled “Ensuring the Future Is Made in All of America by All of America's Workers” the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America’s workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)

The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as

described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

- (e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy](#)

[America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.](#)

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.](#)

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders (SO) found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

ATTACHMENT A

Agency: NPS
 Recipient: City of Cottage Grove
 Title:
 Agreement #:
 Period: FY26

Personnel	Unit of Time	Qty	Cost Per Unit of Time	Total Project Budget	NPS Funded Amount	Recipient Funded Amount
Qty of Position	Position Description (hour, day, week, month, % of salary, etc)	(of hours, days, weeks, months, % of salary, etc.				
1	Park Maintenance	18.00	90.00	1,620.00	810.00	810.00
	Position Description #2			-		
	Position Description #3			-		
	Position Description #4			-		
	Position Description #5			-		
	Position Description #6			-		
	Position Description #7			-		
	Subtotal Salaries			1,620.00	810.00	810.00
Benefits	% of Compensation					
1	Park Maintenance			-		
0	Position Description #2			-		
0	Position Description #3			-		
0	Position Description #4			-		
0	Position Description #5			-		
0	Position Description #6			-		
0	Position Description #7			-		
	Subtotal Benefits			-	-	-
	Subtotal Personnel			1,620.00	810.00	810.00
Equipment (over \$5k & useful life of more than 1 yr)	Qty	Cost Per				
	Dock with Kayak/Canoe Launch	1.00	12,500.00	12,500.00	6,250.00	6,250.00
	Equipment 2 Description			-		
	Equipment 3 Description			-		
	Subtotal Equipment			12,500.00	6,250.00	6,250.00
Supplies	Qty	Cost Per				
	Concrete	1.00	580.00	580.00	290.00	290.00
	Rock/Sand	1.00	300.00	300.00	150.00	150.00
	Supply 3 Description			-		
	Supply 4 Description			-		
	Subtotal Supplies			880.00	440.00	440.00
Travel	Unit of Measure	Qty	Cost Per			
	Airfare	trips		-		
	Lodging	days		-		
	Per Diem	days		-		
	Per Diem (first & last day @ 75% rate)	days		-		
	Ground Transportation	days or mileage		-		
	Housing Stipend	month		-		
	Transportation Stipend	week		-		
	Subtotal Travel			-	-	-
Other	Qty	Cost Per				
	Other 1 Description			-		
	Other 2 Description			-		
	Other 3 Description			-		
	Other 4 Description			-		
	Other 5 Description			-		
	Other 6 Description			-		
	Other 7 Description			-		
	Other 8 Description			-		
	Other 9 Description			-		
	Other 10 Description			-		
	Subtotal Other			-	-	-
Contractual	Unit of Time	Qty	Cost Per			
	Subcontract/Subaward 1 Descrip			-		
	Subcontract/Subaward 2 Descrip			-		
	Subcontract/Subaward 3 Descrip			-		
	Total Subcontract			-	-	-
Total Direct Costs				15,000.00	7,500.00	7,500.00
Indirect Costs						
	% of NPS Funded Direct Costs			-	-	-
Total Costs				15,000.00	7,500.00	7,500.00
Complete these cells as appropriate						
Once yellow cells are completed, manually account for total project budget in NPS and recipient columns as well as In-Kind Cost Share below						
				Total Check (s/b 0)	0.00	
				Cost Share Check	50.00%	
				ICR Calc Check	0.00%	



City Council Action Request

7.0.

Meeting Date	9/2/2026		
Department	Parks and Recreation		
Agenda Category	Action Item		
Title	Mississippi Dunes Park Habitat Restoration Grant		
Staff Recommendation	Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Mississippi Dunes Park native habitat restoration for a total project cost of \$450,000, requesting \$405,000 in grant funding with a required 10% local match consisting of \$30,000 in City cash and \$15,000 in City in-kind services.		
Budget Implication	Project Costs \$450,000 - Grant Funding Request \$405,000 - City In-Kind Match \$15,000 - City Cash Match \$30,000		
Attachments	<table border="1"><tr><td>1.</td><td>Memo-Dunes CPL Grant App Request</td></tr></table>	1.	Memo-Dunes CPL Grant App Request
1.	Memo-Dunes CPL Grant App Request		



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Zac Dockter, Parks and Recreation Director
CC:
Date: August 24, 2026
Subject: Mississippi Dunes Park Habitat Restoration Grant

Introduction

The City recently acquired the former Mississippi Dunes Golf Course. The site would benefit from habitat restoration efforts to eliminate invasive species and foster growth of native prairie, wetland and Oak Savanna habitat. Doing so improves parkland habitat and ecology while also beautifying community open space.

The Minnesota Department of Natural Resources Conservation Partners Legacy (CPL) Grant program has a mission of restoring, protecting, and enhancing wetlands, prairie, forest and habitat for fish, game and wildlife. The CPL Grant is designed by the DNR to partner with regional and local organizations to achieve said mission through Legacy Grant funding. Funding for the CPL program is from the Outdoor Heritage Fund created by the people of Minnesota. This fund receives 33% of the sales tax revenues resulting from the Clean Water, Land, and Legacy Constitutional Amendment passed by the voters in the November 2008 election. The CPL Grant program offers an excellent opportunity for the city of Cottage Grove to continue its efforts of restoring historical landscapes.

Background

The City Council approved Mississippi Dunes Stewardship Plan (March 2023) which would act as the guiding document for any restorative work at this site. This document met City, County and State approvals during the acquisition of the property.

The Mississippi Dunes property is a fantastic opportunity that is ripe for habitat restoration. The process to restore these 20 acres would include the following:

1. Selective woody species removal – focused on invasive tree species and Ash trees
2. Invasive and native brush control
3. Herbicide applications and prescribed burns to prepare seed bed and aid grow-in process
4. Native seeding application utilizing no-till drill method and broadcast seeding

The results of this effort will improve habitat for wildlife of all sorts while also beautifying the landscape for park visitors throughout each season. The grant would provide funding to clear invasive trees/shrubs/grasses/weeds followed by planting of Minnesota native prairie, wetlands and woodlands. The project team will be creative with encouraging habitat benefit by planting tree species that provide a food source to animals, birds, reptiles and more. Further, grasslands will be populated with wildflowers that support pollinators, Monarch Butterflies and more. When mature, this restored landscape will provide year-round beauty while also supporting the ever-changing ecosystem within the greenway. Additionally, these restorative efforts promote water quality by planting sustainable species that have large root masses to filter water and protect soils against drought/erosion. Once established,

these spaces require minimal maintenance which ultimately saves the City labor, fuel and equipment expenses while also reducing the carbon footprint of maintenance operations.

To support this landscape restoration effort, staff is recommending application for a MN DNR Conservation Partners Legacy grant in an amount up to \$450,000. The match requires a 10% match from the City. If awarded, the funds would be derived from the Public Landscapes Initiative fund which has \$30,000 scheduled for this project in the capital improvements plan. Additionally, in-kind services for maintenance and project management will help to fulfill the remaining match requirements. Most expenditures would occur during site preparation and seeding in 2027 and 2028 with significantly declining project costs in 2029 and beyond. The breakdown of cost participation is summarized below.

Project Costs	\$450,000
Grant Funding Request	\$405,000
City In-Kind Match	\$15,000
City Cash Match	\$30,000

Staff Recommendation

Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Mississippi Dunes Park native habitat restoration in an amount up to \$450,000.

Figure 4: Mississippi Dunes Target Plant Communities





City Council Action Request

7.P.

Meeting Date	9/2/2026				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	Xcel Energy Photovoltaic Demand Credit Rider Agreement				
Staff Recommendation	Authorize Amendment No. 1 to Electric Service Agreement between Northern States Power Company and City of Cottage Grove regarding Xcel Energy Photovoltaic Demand Credit Rider.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo-PV Demand Credit Agreement</td></tr><tr><td>2.</td><td>Cottage Grove Ice Arena-PV Demand Credit Rider ESA Amendment clean 8-21-26</td></tr></table>	1.	Memo-PV Demand Credit Agreement	2.	Cottage Grove Ice Arena-PV Demand Credit Rider ESA Amendment clean 8-21-26
1.	Memo-PV Demand Credit Agreement				
2.	Cottage Grove Ice Arena-PV Demand Credit Rider ESA Amendment clean 8-21-26				



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

From: Zac Dockter, Parks and Recreation Director

Date: August 24, 2026

Subject: Xcel Energy Photovoltaic Demand Credit Rider Agreement

Introduction/Background

The City of Cottage Grove installed a solar array on the Ice Arena in 2025. With the plant in place, the City has the opportunity to participate in Xcel Energy's Photovoltaic Demand Credit Rider program to leverage more energy savings by generating power when the electrical grid is in most need of capacity.

The Xcel Energy Photovoltaic Demand Credit Rider is a commercial-scale solar incentive that pays a per-kWh credit on qualifying midday solar generation, up to the size of your demand charge, for demand-metered customers with systems over 40 kW AC. The typical rate is around \$0.07 per kWh. This could generate up to \$10,000 in electrical savings annually at the Ice Arena.

Staff Recommendation

Authorize Amendment No. 1 to Electric Service Agreement between Northern States Power Company and City of Cottage Grove regarding Xcel Energy Photovoltaic Demand Credit Rider.

**Amendment No. 1
to Electric Service Agreement
Between Northern States Power Company
And City of Cottage Grove**

(Regarding Xcel Energy Photovoltaic Demand Credit Rider)

This Amendment No. 1, is effective on the date of the last signature below between Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc. (“Xcel Energy”) and City of Cottage Grove, a Minnesota municipal corporation (“Customer”). Xcel Energy and Customer entered into an Electric Service Agreement (“Agreement”) dated _____, 2026 by which Xcel Energy provides electric service to Customer at the following address: 8020 80th St S Cottage Grove MN 55016. Customer wishes to participate in the Xcel Energy Photovoltaic Demand Credit Rider (Section 5 tariff, Sheet 125) for service provided at this address.

NOW, THEREFORE, the parties hereby amend the Agreement to add the following terms and conditions:

RECITALS

The Customer is a demand-metered commercial or industrial customer that uses Solar Photovoltaic as a customer-sited generation source greater than 40 kW (AC) with a single production meter to serve all or a portion of its electric energy requirements at the above address. The Customer understands that participation in the Xcel Energy Photovoltaic Demand Credit Rider is not available if it participates in another incentive program such as Solar*Rewards.

AGREEMENTS

The Customer and the Xcel Energy agree:

1. Xcel Energy will sell electricity to the Customer at the above address under a demand-metered rate schedule available to the Customer.

2. The Customer will enroll in the Xcel Energy Photovoltaic Demand Credit Rider beginning on _August 21st, 2026_, but its participation and qualification to participate is subject to all of the terms and provisions of the Xcel Energy Photovoltaic Demand Credit Rider.

3. The installed capacity of the Customer's Solar Photovoltaic generation at the above address is: 281.01 kW (AC).

4. The base tariff to which the Xcel Energy Photovoltaic Demand Credit Rider applies is hereinafter indicated:

☒ General Service (A14)

☐ General Time of Day Service (A15, A17 or A19)

☐ Peak Controlled Service (A23 – provided that the credit is limited to the billed demand charge for Firm Demand for Peak Controlled Service)

☐ Peak Controlled Time of Day Service (A24 – provided that the credit is limited to the billed demand charge for On Peak Firm Demand for Peak Controlled Time of Day Service)

☐ Tier 1 Energy Service Rider (A27 – provided that the credit is limited to the billed demand charge for On Peak Firm Demand for Peak Controlled Time of Day Service)

☐ Light Rail Line Tariff (A29)

☐ Municipal Pumping Service (A41)

5. Customer and Xcel Energy affirm the following (check all that apply):

_____ A. The Customer was receiving Standby Service Rider tariff service with the Photovoltaic Solar Credit from Xcel Energy at the above address on or before April 20, 2018.

_____ B. The Customer enrolled in the Photovoltaic Demand Credit Rider prior to the date the credit rate in this Rider is revised by the Commission.

If either par. A or B above apply and other tariff conditions are met, then the Customer qualifies for the A85 – Closed Photovoltaic Demand Credit Rate until the expiration date of _____, 2027, at which time the A86 – Standard Photovoltaic Credit Rate will apply. If neither par. A or B above apply and other tariff conditions are met, then Customer qualifies for the A86 – Standard Photovoltaic Credit Rate.

THE CUSTOMER AND THE UTILITY HAVE READ THIS AMENDMENT NO. 1 AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW.

City of Cottage Grove (Customer)

**Northern States Power Company, a
Minnesota corporation (Xcel Energy)**

Signature: _____

Signature: _____

Name: Myron Bailey

Name: _____

Title: Mayor

Title: Director Large Accounts _____

Date: _____

Date: _____

Signature: _____

Name: Tamara Anderson

Title: City Clerk

Date: _____

PV Premise 305352161

Service Premise 303863160 A14 rate/main



City Council Action Request

7.Q.

Meeting Date	9/2/2026						
Department	Public Works						
Agenda Category	Action Item						
Title	Low Zone Water Tower Project Change Order #1						
Staff Recommendation	Approve Change Order #1 for the Low Zone Water Tower project, decreasing the contract total by \$9,277.00 to a total revised contract amount of \$5,173,723.00.						
Budget Implication	Decrease of \$9277.00.						
Attachments	<table><tr><td>1.</td><td>01 Low Zone Water Tower Approve CO #1_ 9-2-2026</td></tr><tr><td>2.</td><td>02 LZ Tower CO#1 Issues Summary</td></tr><tr><td>3.</td><td>03 Cottage Grove Low Zone 1.0M Water Tower CO#1 signed</td></tr></table>	1.	01 Low Zone Water Tower Approve CO #1_ 9-2-2026	2.	02 LZ Tower CO#1 Issues Summary	3.	03 Cottage Grove Low Zone 1.0M Water Tower CO#1 signed
1.	01 Low Zone Water Tower Approve CO #1_ 9-2-2026						
2.	02 LZ Tower CO#1 Issues Summary						
3.	03 Cottage Grove Low Zone 1.0M Water Tower CO#1 signed						



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

From: Ryan Burfeind, P.E., Public Works Director

Date: August 26, 2026

Re: Low Zone Water Tower – Approve CO #1

Background

The Low Zone Water Tower project was awarded on November 6, 2024, and the project is nearing completion. The tower is located on the City owned property, north of the Southeast Industrial Park, east of Hamlet Park, southwesterly across the railroad tracks from the Metro Transit station. The tower is designed to serve the full buildout of the City's low-pressure zone. The storage capacity of the tower will be 1 million gallons. Forwarded herewith is Change Order #1 for the Council's consideration and approval.

Discussion

The change order consists of two cost deductions and two cost additions. The deducts result from a reconfiguration of the water main connection to the existing system and structural fill that was not needed based on geotechnical review of the on-site soils. The additions included changes to site grading/configuration of the access driveway and the handling of non-hazardous debris contaminated soils that were found on site. The total result of the cost deductions and additions is a net deduct of \$9,277.00. See attached Issues Summary for further details.

Recommendation

It is recommended that the City Council approve Change Order #1 for the Low Zone Water Tower project, decreasing the contract total by \$9,277.00 to a total revised contract amount of \$5,173,723.00.

Cottage Grove Low Zone Elevated Tank

Change Order No. 1 Issues Summary

No.	Change Description	Entitlement Determination
1	Watermain design changes: Work Change Directive #1 changed the removal design to keep the existing 16"x6" tee in place and add a plug versus sleeving the area of the removed tee. Work Change Directive #2 relocated the salvaged hydrant and called for additional 6" pipe.	Deduct - Credit of \$5,145. See Change Order Proposal No. 2 for credit breakdown.
2	Structural Fill Below Foundation: The Contract conservatively assumed that on-site soils would not be suitable. However, on-site soils during excavations were determined to be suitable and consistent with geotechnical design recommendations after testing. The Contractor was directed to use onsite soils and unit price pay item no. 22 for imported material was not used.	Deduct - Deletion of unit price pay item no. 22 reduced the Contract value by \$56,000.
3	Common Excavation and Site Grading: Work Change Directive #2 adjusted site grading, primarily the driveway alignment and grading.	Add - Cost \$23,500 See Change Order Proposal No. 2 for cost breakdown.
4	Debris Soil Handling: During excavation for the tower foundation and contractor's work area debris contaminated soil was found. Soil testing to stockpiled soil determined that the soil was considered non-hazardous and below residential standards. The Contractor was directed to relocate the stockpile to the NW corner of the Site. The Contractor excavated soils in the same corner to make up for suitable soil shortfall.	Add - Cost \$28,368 See Change Order Proposal No. 2 for cost breakdown.

Total (Deduct) \$9,277.00

CHANGE ORDER NO.: 1

Owner: City of Cottage Grove, Minnesota Owner's Project No.:
Engineer: Stantec Consulting Services, Inc. Engineer's Project No.: 173420054
Contractor: Landmark Structures Contractor's Project No.: 1855
Project: 1.0M Low Zone Water Tower
Contract Name:
Date Issued: 08/26/2026 Effective Date of Change Order: 08/26/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attachment A (Summary of Changes)

Attachments:

See Attachment A (Backup Information)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 5,183,000.00	Original Contract Times: Substantial Completion: 8/1/2026 Ready for final payment: 8/30/2026
[Increase] [Decrease] from previously approved Change Orders \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1 Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 5,183,000.00	Contract Times prior to this Change Order: Substantial Completion: 8/1/2026 Ready for final payment: 8/30/2026
[Increase] [Decrease] this Change Order: \$ 9,277.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 5,173,723.00	Contract Times with all approved Change Orders: Substantial Completion: 8/1/2026 Ready for final payment: 8/30/2026

Recommended by Engineer

By: Tim Grunstein Timothy F. Grunstein
Title: SENIOR WATER/WASTEWATER ENGINEER
Date: AUG. 25, 2026

Accepted by Contractor

Peter McCollow
Digitally signed by Peter McCollow
DN: c=US, E=petermccollow@landmark.com, O=Landmark Structures, OU=Project Manager, CN=Peter McCollow
Date: 2026.08.25 17:44:09-04'00'
Project Manager
August 25, 2026

Authorized by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

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Cottage Grove Low Zone Elevated Tank

Change Order No. 1 Issues Summary

No.	Change Description	Entitlement Determination
1	Watermain design changes: Work Change Directive #1 changed the removal design to keep the existing 16"x6" tee in place and add a plug versus sleeving the area of the removed tee. Work Change Directive #2 relocated the salvaged hydrant and called for additional 6" pipe.	Deduct - Credit of \$5,145. See Change Order Proposal No. 2 for credit breakdown.
2	Structural Fill Below Foundation: The Contract conservatively assumed that on-site soils would not be suitable. However, on-site soils during excavations were determined to be suitable and consistent with geotechnical design recommendations after testing. The Contractor was directed to use onsite soils and unit price pay item no. 22 for imported material was not used.	Deduct - Deletion of unit price pay item no. 22 reduced the Contract value by \$56,000.
3	Common Excavation and Site Grading: Work Change Directive #2 adjusted site grading, primarily the driveway alignment and grading.	Add - Cost \$23,500 See Change Order Proposal No. 2 for cost breakdown.
4	Debris Soil Handling: During excavation for the tower foundation and contractor's work area debris contaminated soil was found. Soil testing to stockpiled soil determined that the soil was considered non-hazardous and below residential standards. The Contractor was directed to relocate the stockpile to the NW corner of the Site. The Contractor excavated soils in the same corner to make up for suitable soil shortfall.	Add - Cost \$28,368 See Change Order Proposal No. 2 for cost breakdown.

Total (Deduct) \$9,277.00

Landmark Structures
 3120 Sabre Dr., Ste. 350
 Southlake, Texas 76092
 Phone: 817 439 8888

Project: 1855 - 1855 Cottage Grove MN - 1.0 MG CET
 7550 95th Street South
 Cottage Grove, Minnesota 55016

Prime Contract Change Order #001: Debris Soil Handling

TO:	City of Cottage Grove 12800 Ravine Parkway South Cottage Grove, Minnesota 55016	FROM:	Landmark Structures 3120 Sabre Dr. Suite 350 Southlake, Texas 76092
DATE CREATED:	1/19/2026	CREATED BY:	Pete McCollow (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Unforeseen Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1855 Cottage Grove MN - 1.0 MG CET Prime Contract
		TOTAL AMOUNT:	\$28,368.00

DESCRIPTION:

Contaminated Soil discovered on site during foundation excavation. This material was tested and determined to be acceptable to leave on site. This change order covers the labor and equipment necessary to move the soil from the foundation footprint to another location on the site and buried. Suitable fill material was taking from another area on site and utilized for the foundation backfill.

ATTACHMENTS:

[WCD #3 Change Order Summary.pdf](#), [Work Directive 3_US Sitework Proposal_UPDATED.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	160-30-914.SB Utility Contract.Subcontract	Debris Soil Handling	1.0	LS	\$28,368.00	\$28,368.00
Grand Total:						\$28,368.00

The original (Contract Sum)	\$5,183,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$5,183,000.00
The contract sum would be changed by this Change Order in the amount of	\$28,368.00
The new contract sum including this Change Order will be	\$5,211,368.00
The contract time will not be changed by this Change Order.	

Erik Peters (Stantec)

City of Cottage Grove
 12800 Ravine Parkway South
 Cottage Grove, Minnesota 55016

Landmark Structures
 3120 Sabre Dr. Suite 350
 Southlake, Texas 76092

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Job Name:		Cottage Grove MN				
Landmark Project Number:		1855				
Prime Contract Change Order (PCCO) No.		001				
Contract Change Order - Title:		Debris Soil Handling				
Contract Change Order - Description of Scope of Work:		Debris Soil needed to be disposed of on site and new clean fill material was burrowed from the site and utilized for foundation backfilling.				
CHANGE ORDER DETAIL						
ITEM DESCRIPTION	QTY	UNIT	UNIT RATE	ITEM AMOUNT	SUB - TOTAL	NOTES
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$950.00	
Design Engineering	0.00	HR	\$150.00	-		0
Design - CAD	0.00	HR	\$100.00	-		0
Program Management	2.00	HR	\$125.00	\$250.00		Project Executive
Project Management	4.00	HR	\$100.00	\$400.00		Project Manager
Project Management Administration	2.00	HR	\$50.00	\$100.00		Project Admin
Site Management	0.00	HR	\$100.00	-		0
EHS / QC Management	2.00	HR	\$100.00	\$200.00		Safety Coordinator
Other	0.00	HR	-	-		0
Other	0.00	HR	-	-		0
Other	0.00	HR	-	-		0
MATERIALS & SERVICES					\$0.00	
			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
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0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
FABRICATION & CONSTRUCTION					\$0.00	
Labour						
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
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Equipment						
0			-	-		0
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0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
SUBCONTRACT					\$26,067.25	
US Sitework	1.00	LS	\$26,067.25	26,067.25		0
0			-	-		0
0			-	-		0
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0			-	-		0
0			-	-		0
0			-	-		0
SUMMARY - CHANGE ORDER AMOUNT						
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$950.00	
MATERIALS & SERVICES					\$0.00	
FABRICATION & CONSTRUCTION					\$0.00	
SUBCONTRACT					\$26,067.00	
Sub-Total					\$27,017.00	
0.00% Bonds and Insurance					\$0.00	
5.00% Overhead & Fee					\$1,351.00	
TOTAL AMOUNT OF THIS CHANGE ORDER					\$28,368.00	
SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT						
Days Added - this Change					0 Days	
Days Added - this Change + prior Changes					0 Days	
Substantial Completion Date - Original					August 1, 2026	
Substantial Completion Date - Current (with this Change Order)					August 1, 2026	
Final Completion Date - Original					August 30, 2026	
Final Completion Date - Current (with this Change Order)					August 30, 2026	

Additional Work Authorization Form



11040 183rd Circle NW Suite B

Elk River, MN 55330

Main: 763-280-8508

Fax: 763-280-8506

Date: 3/24/2026
Job Name: 242087 - Cottage Grove Low Zone Elevated Tank
Job Address: 7550 95th St S, Cottage Grove, MN
Project Manager: _____
Owner: City of Cottage Grove
Describe Work: Haul and replace impacted Odorized soils/deris to on site borrow area

Totals			
Date	Hours Or Qty	EQUIPMENT & DESCRIPTION OF WORK	Amount
7/7/2025	1 LS	See Time and Materials Sheet Daily	\$3,448.50
7/8/2025	1 LS	See Time and Materials Sheet Daily	\$11,289.30
7/9/2025	1 LS	See Time and Materials Sheet Daily	\$11,329.45
Amount Requested			\$26,067.25

Regards,

Bart Anderson

U.S. SiteWork

11040 183rd Circle NW, Suite B

Elk River, MN 55330

Cell:

www.ussitework.com

Additional Work Authorization Form



Date: 7/7/2025
 Job Name: 242087 - Cottage Grove Low Zone Elevated Tank
 Job Address: 7550 95th St S, Cottage Grove, MN
 Project Manager: 0
 Owner: City of Cottage Grove
 Describe Work: Moved bad material to On-Site deposit for 5.5 hours, Rest of Day lay out geo
grid and gravel haul in gravel

Labor						
Name	Position	Date	Hours	Rate	Total	
Nicholas Tappe	Foreman	ST 7/7/2025	5.5	\$121.00	\$665.50	
		OT 7/7/2025				
Steven Grant	Operator	ST 7/7/2025		\$119.00		
		OT 7/7/2025				
Thomas Rowlee	Operator	ST 7/7/2025	5.5	\$119.00	\$654.50	
		OT 7/7/2025				
Subtotal Labor:					\$1,320.00	

Equipment					
Number & Description	Date	Hours	Rate	Total	
Backhoe Cat 324	7/7/2025	5.5	\$132.00	\$726.00	
Cat D6N w/ GPS	7/7/2025	5.5	\$151.00	\$830.50	
GPS Rover	7/7/2025	5.5	\$18.00	\$99.00	
Pickup	7/7/2025	5.5	\$29.00	\$159.50	
Subtotal Equipment:				\$1,815.00	

Materials			
Description	Quantity	Rate	Total
Subtotal Materials:			\$0.00

On behalf of the contracting authority, I hereby agree with and

Labor Total:	\$1,320.00	authorize full payment of the additional work:
Equipment Total:	\$1,815.00	
Materials Cost:	\$0.00	Phone Number: _____ Date: _____
Total Cost:	\$3,135.00	
10% Overhead:	\$313.50	Print Name: _____
Total Billed:	\$3,448.50	Owner Signature: _____
US SiteWork Superintendent Signature: _____		

Landmark Structures
 3120 Sabre Dr., Ste. 350
 Southlake, Texas 76092
 Phone: 817 439 8888

Project: 1855 - 1855 Cottage Grove MN - 1.0 MG CET
 7550 95th Street South
 Cottage Grove, Minnesota 55016

Prime Contract Change Order #002: WCD #1 & WCD #2

TO:	City of Cottage Grove 12800 Ravine Parkway South Cottage Grove, Minnesota 55016	FROM:	Landmark Structures 3120 Sabre Dr. Suite 350 Southlake, Texas 76092
DATE CREATED:	2/12/2026	CREATED BY:	Pete McCollow (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1855 Cottage Grove MN - 1.0 MG CET Prime Contract
		TOTAL AMOUNT:	\$18,355.00

DESCRIPTION:

The drainage swale and site grading was altered per WCD #2 and an existing 16" Tee fitting was salvaged per WCD #1.

ATTACHMENTS:

[WCD 1 & 2 Summary.pdf](#), [Cottage Grove Water Tower Work Directive 2 Revised.pdf](#), [01 WCD Keep 16x6 tee _20250529.pdf](#), [02 WCD_Driveway_Grading_Utility_Revisions \(003\).pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	160-30-914.SB Utility Contract.Subcontract	Leave Existing 16" Tee	-1.0	LS	\$5,145.00	\$(5,145.00)
2	160-30-914.SB Utility Contract.Subcontract	Site Grading Changes	1.0	LS	\$21,000.00	\$21,000.00
3		Administration	1.0	LS	\$2,500.00	\$2,500.00
Grand Total:						\$18,355.00

The original (Contract Sum)	\$5,183,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$5,183,000.00
The contract sum would be changed by this Change Order in the amount of	\$18,355.00
The new contract sum including this Change Order will be	\$5,201,355.00
The contract time will not be changed by this Change Order.	

Erik Peters (Stantec)

City of Cottage Grove
 12800 Ravine Parkway South
 Cottage Grove, Minnesota 55016

Landmark Structures
 3120 Sabre Dr. Suite 350
 Southlake, Texas 76092

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Job Name:		Cottage Grove MN				
Landmark Project Number:		1855				
Prime Contract Change Order (PCCO) No.		002				
Contract Change Order - Title:		WCD #1 & WCD #2				
Contract Change Order - Description of Scope of Work:		Salvaged (1) 16" Tee. Revised site grading and overflow location.				

CHANGE ORDER DETAIL						
ITEM DESCRIPTION	QTY	UNIT	UNIT RATE	ITEM AMOUNT	SUB - TOTAL	NOTES
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$2,500.00	
Design Engineering	4.00	HR	\$150.00	\$600.00		0
Design - CAD	4.00	HR	\$100.00	\$400.00		0
Program Management	4.00	HR	\$125.00	\$500.00		0
Project Management	4.00	HR	\$100.00	\$400.00		0
Project Management Administration	4.00	HR	\$50.00	\$200.00		0
Site Management	4.00	HR	\$100.00	\$400.00		0
EHS / QC Management	0.00	HR	\$100.00	-		0
Other	0.00	HR	-	-		0
Other	0.00	HR	-	-		0
Other	0.00	HR	-	-		0
MATERIALS & SERVICES					\$0.00	
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
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0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
FABRICATION & CONSTRUCTION					\$0.00	
Labour						
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
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Equipment						
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0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
SUBCONTRACT					\$15,855.00	
US Sitework						
WCD #1 Leave 16" Tee	1.00	LS	(\$5,145.00)	(5,145.00)		5% Sub-Contractor markup credit included
WCD #2 Site Grading Changes	1.00	LS	\$21,000.00	21,000.00		5% Sub-Contractor markup included
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
0			-	-		0
SUMMARY - CHANGE ORDER AMOUNT						
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$2,500.00	
MATERIALS & SERVICES					\$0.00	
FABRICATION & CONSTRUCTION					\$0.00	
SUBCONTRACT					\$15,855.00	
Sub-Total					\$18,355.00	
0.00% Bonds and Insurance					\$0.00	
0.00% Overhead & Fee					\$0.00	Markup Included in Line Items Above
TOTAL AMOUNT OF THIS CHANGE ORDER					\$18,355.00	
SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT						
Days Added - this Change					0 Days	
Days Added - this Change + prior Changes					0 Days	
Substantial Completion Date - Original					August 1, 2026	
Substantial Completion Date - Current (with this Change Order)					August 1, 2026	
Final Completion Date - Original					August 30, 2026	
Final Completion Date - Current (with this Change Order)					August 30, 2026	



11040 183rd Circle NW, Suite B
Elk River, MN 55330
Office: (763) 280-8508
Fax: (763) 280-8506
www.ussitework.com

To:	US SiteWork, Inc.	Contact:	Bart Anderson
Address:	11040 183rd Circle NW, Ste B Elk River, MN 55330	Phone:	(763) 280-8508
		Fax:	(763) 280-8506
CO Name:	Work Directive 2	CO ID:	WD 2
Project Name:	242087 - (Cottage Grove) Low Zone Elevated Tank - Contract	CO Date:	10/23/2024
Project Location:	7550 95th St S, Cottage Grove, MN		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	08 deduct	Changes To Item 8 - Remove Fitting For 16" Watermain, Add 6" Cap	1.00	LS	(\$4,900.00)	(\$4,900.00)
	22 - Add	Common Excavation And Site Grading Modifications(Excludes Excavation And Exterior Backfill Of Tank, Temp Gravel Laydown, And Initial Site Grading)	1.00	LS	\$20,000.00	\$20,000.00
Total Bid Price:						\$15,100

Notes:

• **Watermain Changes:**

- * Remove all 16" DIP pipe and fittings
- * Add 6" Cap and 20' 6" DIP Pipe

Earthwork Changes:

- * Remove class V import item 21 complete

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: U.S. SiteWork Authorized Signature: _____ Estimator: Andrew Enszt
---	---

WORK CHANGE DIRECTIVE

Project No.:	173420054	Contract #:		Work Change Directive #:	01
Contract Name:	1 MG Low Zone Elevated Tank				
Contractor:	Landmark Structures				
Subject:	Revision of water main removal to keep existing 16"x6" Tee in place				

Directive to proceed with the Work described herein, prior to agreeing to change in Contract Price and/or Contract Time. A Work Change Directive is not a Change Order, and is not, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time. See Article 11 of the General Conditions for adjustments to Contract Price and/or Time following Owner issued Work Change Directive.

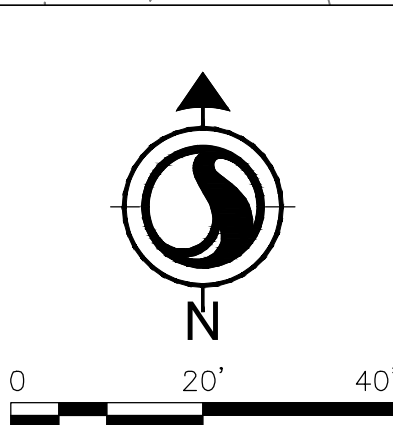
Reason for Directive:
Change the demolition design to keep existing 16x6 tee in place to avoid replacing tee with a sleeve.

Description and Details:
Provide 6-inch plug to 16x6 tee after salvaging 6-inch piping and appurtenances connected to tee as shown on the attached, revised sheet C0.03. Sheets C0.04 and C4.01 have also been revised to consistently reflect the change.
The change is anticipated to result is a cost savings to the Owner. This item is work is paid under lump sum bid item #8.

Attachments: Revised sheets C0.03, C0.04 and C4.01

Issued By Engineer	
<i>Signature</i> 	<i>Date</i> 5/29/2025

Plot Date: 05/27/2025 - 12:57pm
Drawing name: U:\173420054\06_design\CADD\DWG\Plan Sheets\173420054_C003.dwg
Xrefs: 173420054_XSU, 173420054_XST, 48PRCL, 173420054_XSNU, 173420054_XSNO, 173420054_XSNV, 173420054_BORDER



REMOVE FENCE

TREE
REMOVAL
(TYP)

EXISTING
16" DIP WM

~~SALVAGE 6"
GV & HYDRANT.
INSTALL 6" PLUG
TO EX. 16" X 6" TEE.~~

— EXISTING
24" DIP WM

EXISTING 20" DIP WM

EXISTING
ROAD



Daryl Kirschbaum

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO. 24744

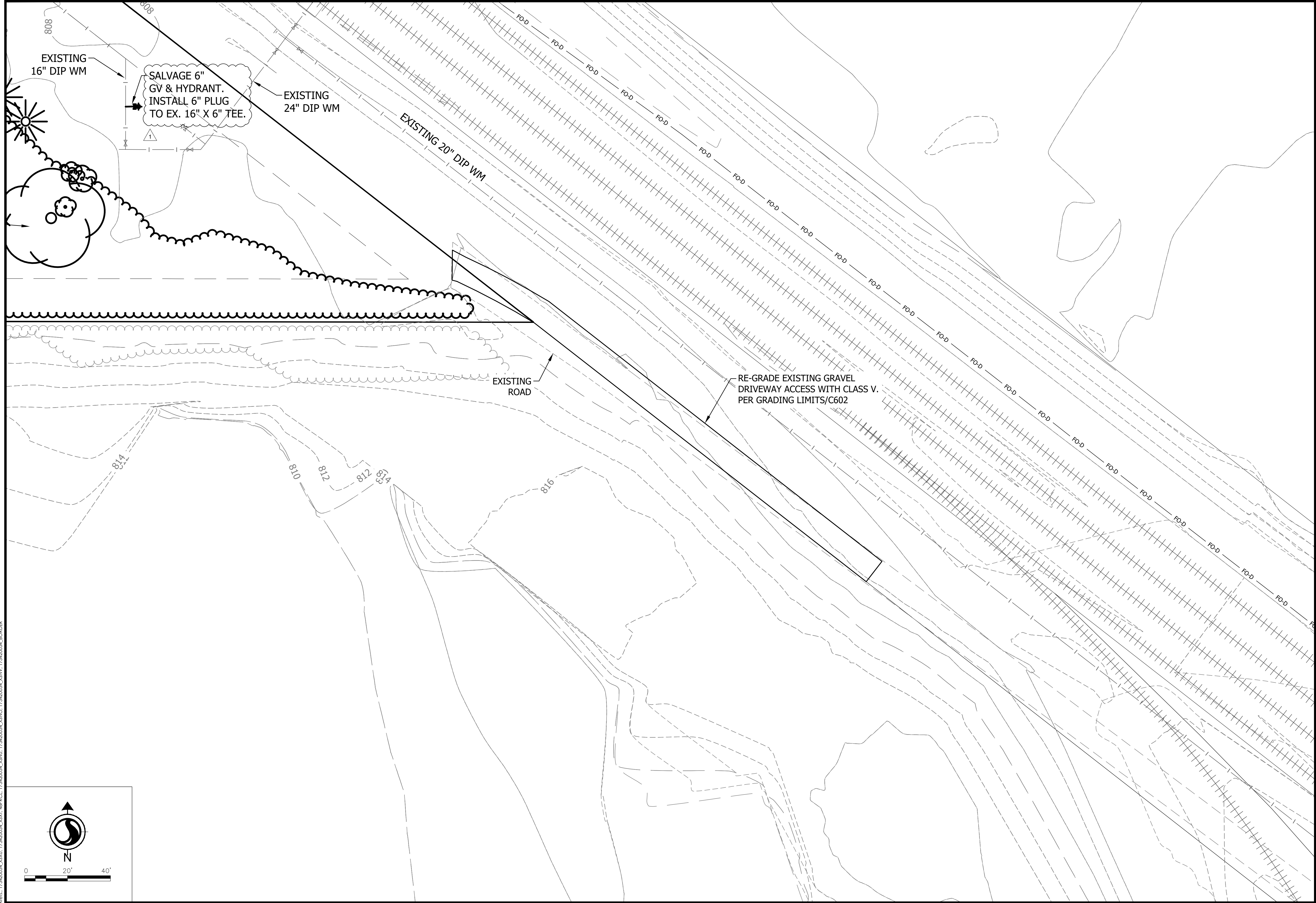
COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

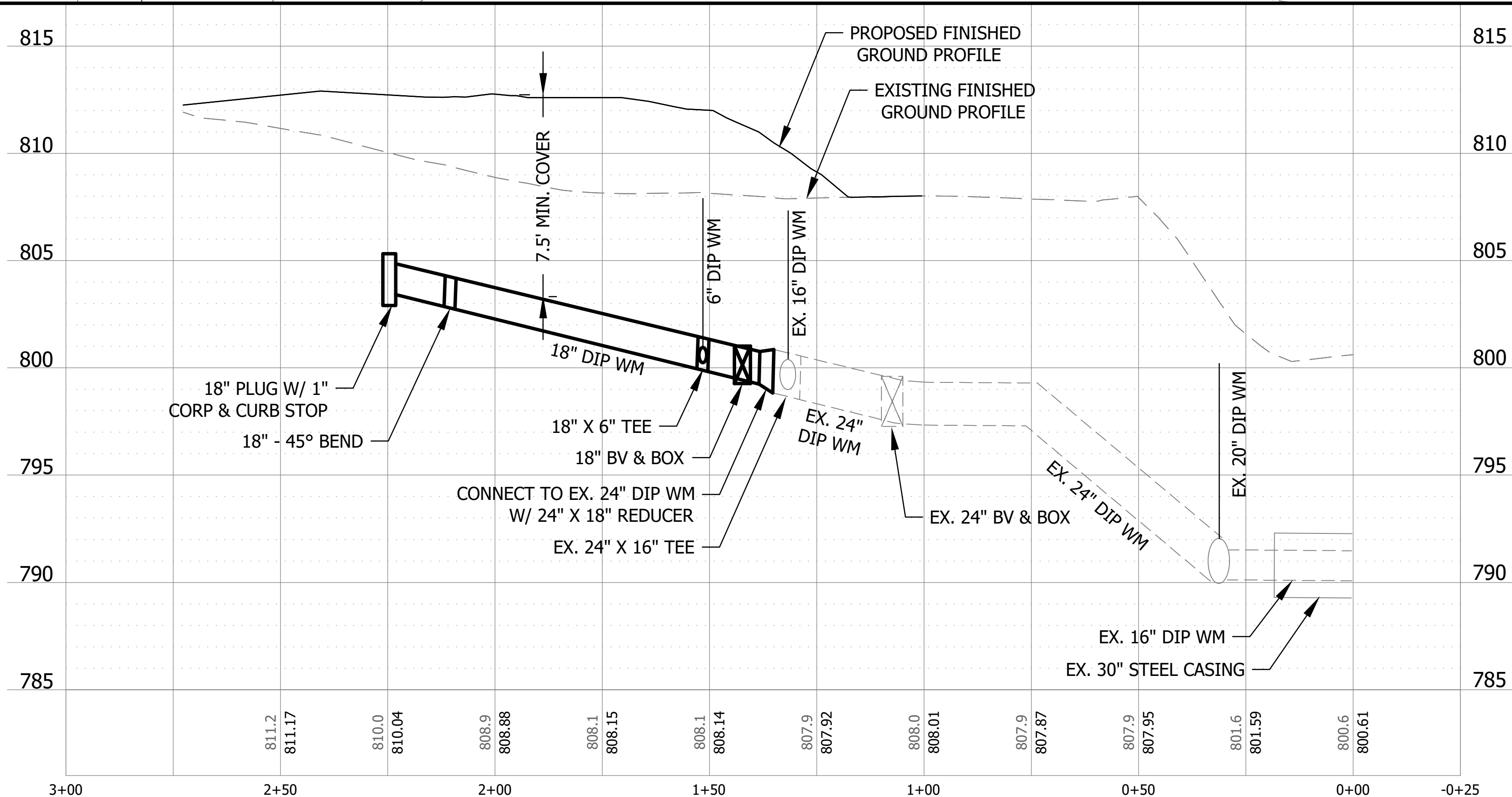
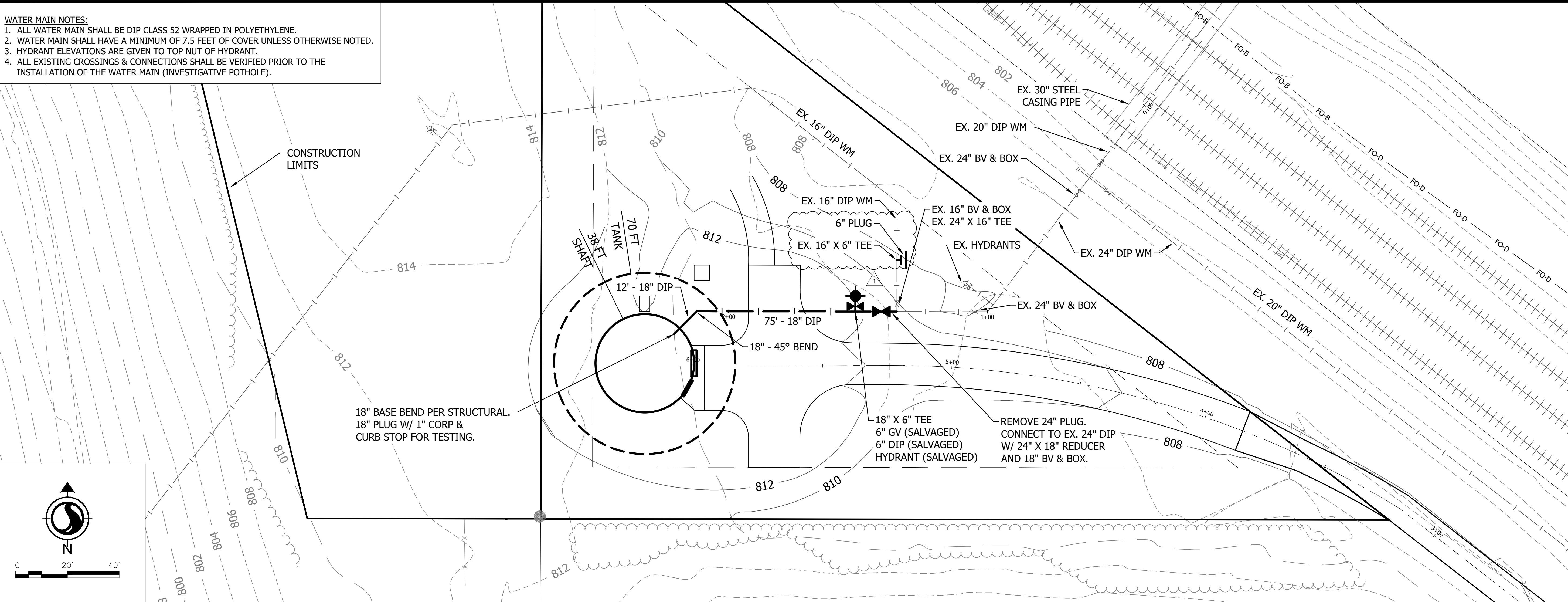
DEMOLITION PLAN

[illegible]

SHEET NUMBER
C0.03

Plot Date: 05/27/2025 - 12:50pm
Drawing name: U:\173420054\06_design\CADD\Dwg\Plan Sheets\173420054_C003.dwg



[illegible]

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 AND THAT I AM A LICENSED PROFESSIONAL CIVIL ENGINEER
 UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DARYL KIRSCHENMAN



stantec

733 Marquette Ave., Suite 1000
 Minneapolis, MN 55402
www.Stantec.com

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024

U.C. NO. 2474

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

WATER MAIN

[illegible]

WORK CHANGE DIRECTIVE

Project No.:	173420054	Contract #:		Work Change Directive #:	2
Contract Name:	1 MG Low Zone Elevated Tank				
Contractor:	Landmark Structures				
Subject:	Driveway realignment, grading and utility revisions				

Directive to proceed with the Work described herein, prior to agreeing to change in Contract Price and/or Contract Time. A Work Change Directive is not a Change Order, and is not, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time. See Article 11 of the General Conditions for adjustments to Contract Price and/or Time following Owner issued Work Change Directive.

Reason for Directive:
The driveway access was revised based on direction from CPRR. The tank overflow splash pad, swale and hydrant were relocated to direct drainage away from CPRR. Structural fill material requirements were changed to allow use of on-site soil.

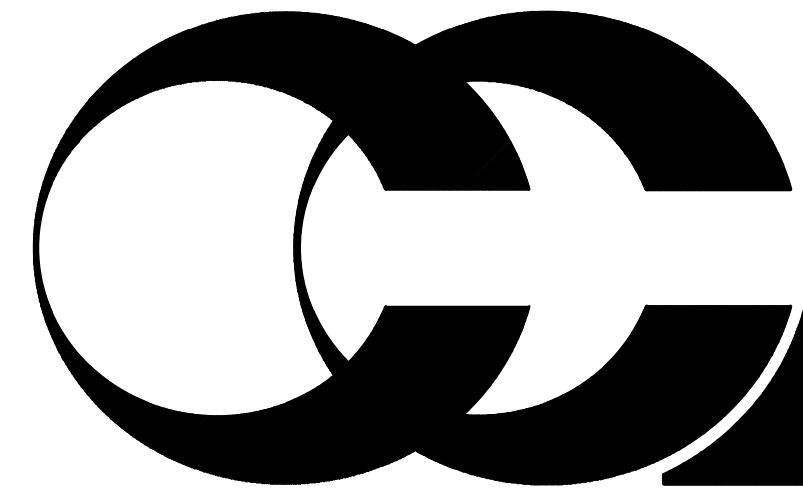
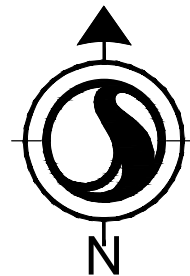
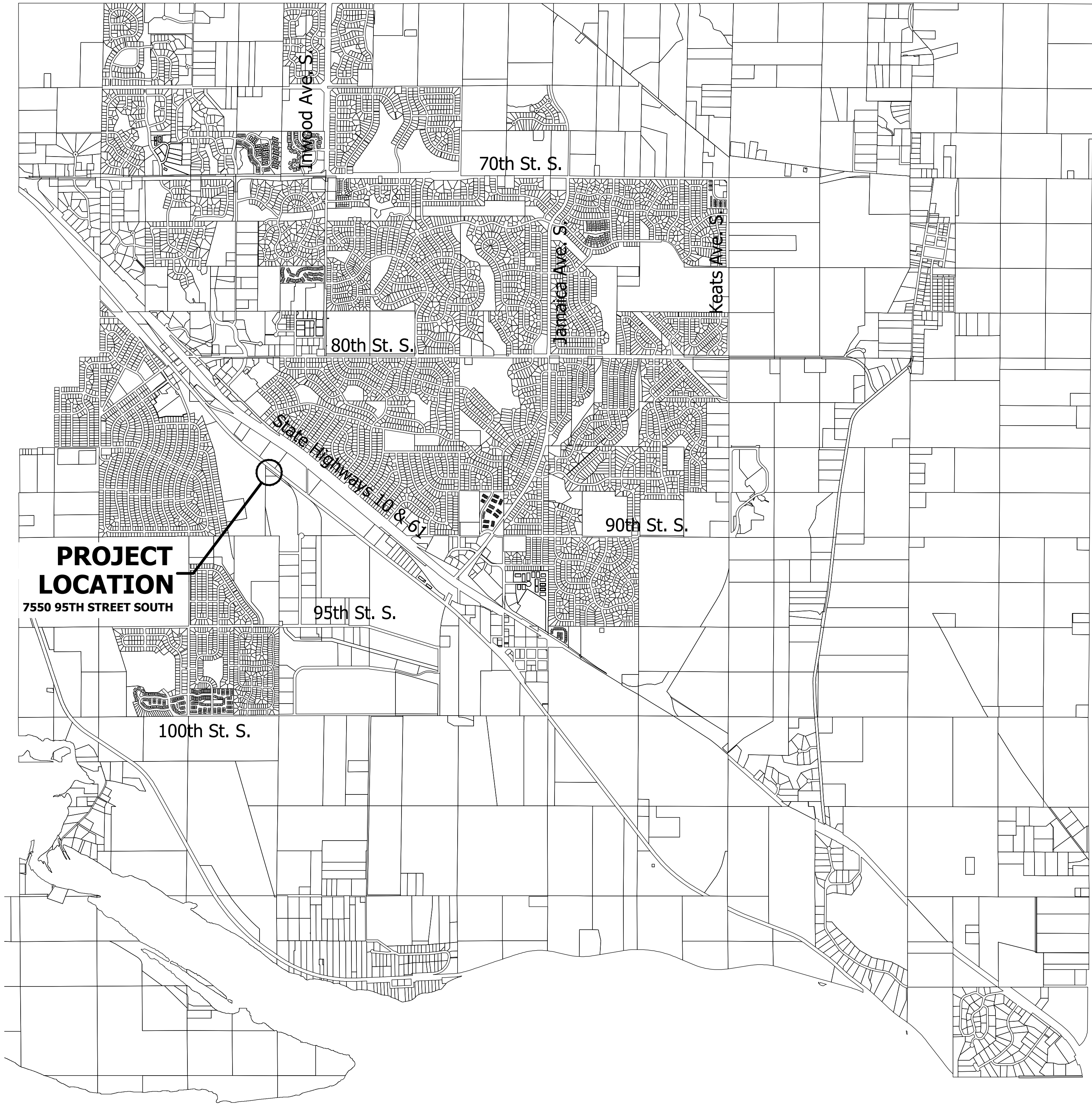
Description and Details:
Specification Section 31 23 00 – Excavation and Fill, paragraph 2.01.K Structural Fill (below tower foundation) • Delete Paragraph 2 and replace with: “2. Or, Modified Select Granular or Select Granular as directed by Engineer.” • Delete Paragraph 3 and replace with : “3. On-site or borrow material” Drawing Revisions: • Sheets C0.01 and C0.02 were revised to reflect change in driveway alignment. • Sheet C4.01 was revised to relocate salvaged hydrant adjacent to water tower and top of drainage swale. • Sheet C6.01 was revised to raise base slab elevation of tower to 913.10 feet to be consistent with Contractor’s foundation design, relocate drainage swale, relocate tank overflow splash pad and change driveway cross-sections. • Sheet C6.02 was revised to adjust driveway access plan and profile. • Sheet D5.01 was revised to update elevations called out on Detail #7 Splash Pad and add reference to Detail #5 for roof railing detail. • Sheet S101 was revised to reflect adjusted splash pad location. • Sheet S301 was revised to place callout for bottom of foundation (BOF) elevation at correct location. • Sheet S501 Detail #6 title was revised for clarity. • Sheet E3.01 was revised to reflect adjusted splash pad location.

Attachments: Complete drawing set

Issued By Engineer	
<i>Signature</i> 	<i>Date</i> 6/24/2025

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Plot Date: 07/17/2024 - 5:10pm
Drawing name: U:\173420054\06_design\CADD\Drawg\Plan Sheets\173420054_G001.dwg
User: dkrc1 173420054_010000



Cottage
Grove

Where Pride and Prosperity Meet

1.0 MG LOW ZONE ELEVATED TANK

STANTEC PROJECT NO. 173420054

2024

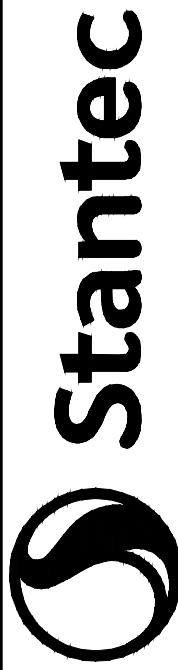
SHEET INDEX:

G0.01	TITLE SHEET
C0.01	SITE PLAN
C0.02	SITE PLAN
C0.03	DEMOLITION PLAN
C0.04	DEMOLITION PLAN
C2.01	TEMPORARY EROSION CONTROL AND SITE RESTORATION
C4.01	WATER MAIN
C6.01	DRIVEWAY PLAN
C6.02	DRIVEWAY PLAN AND PROFILE
C8.01	STANDARD DETAILS
D3.01	SECTION AND ELEVATION
D5.01	TOWER DETAILS I
D5.02	TOWER DETAILS II
S1.01	FOUNDATION PLAN
S1.02	ROOF RAILING LAYOUT
S3.01	FOUNDATION SECTION
S5.01	DETAILS AND PARTIAL REINFORCEMENT PLANS
E0.01	ELECTRICAL SYMBOLS
E3.01	ELECTRICAL PLAN
E6.01	ELECTRICAL DETAILS
E8.01	ELECTRICAL SCHEDULES

THIS PLAN SET CONTAINS 21 SHEETS

MYRON BAILEY
DAVE THIEDE
JUSTIN OLSEN
TONY KHAMBATA
MONIQUE GARZA
JENNIFER LEVITT
RYAN BURFEIND
AMANDA MEYER
KORI LAND

MAYOR
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ADMINISTRATOR
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
ATTORNEY



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Minneapolis, MN 55402
www.Stantec.com

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UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: *Daryl Kirschman*

DATE: 05/24/2024 LC NO. 2474

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

TITLE SHEET

NO. REVISION DATE

SURVEY
DRAWN
DESIGNED
CHECKED
APPROVED

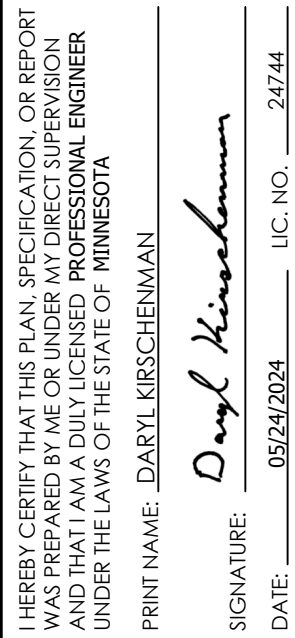
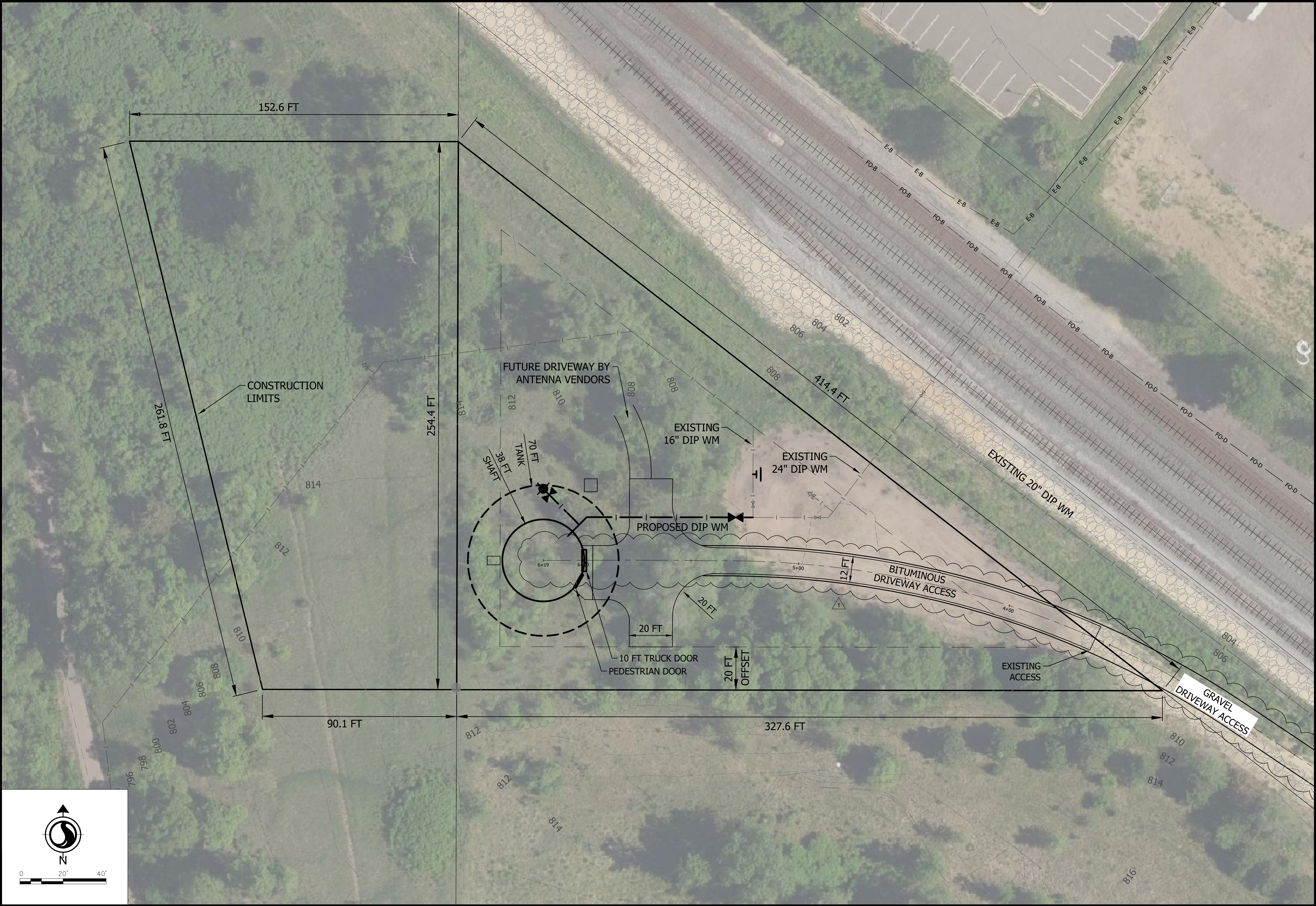
PROJ. NO. 173420054

SHEET NUMBER

G0.01

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Machine: ...

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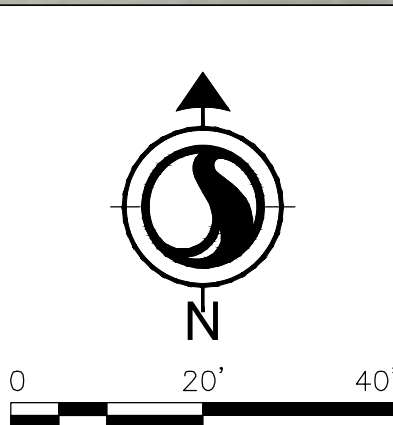


COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

SITE PLAN

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Plot Date: 06/24/2025 - 11:37am
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Daryl Kirschbaum

SIGNATURE: _____

DATE: 05/24/2024 LIC. NO. 24744

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

SITE PLAN

NO		REVISION	DATE
1	WORK CHANGE DIRECTIVE 2		6/24/25
SURVEY		PBW	
DRAWN		EPV	
DESIGNED		DLK	
CHECKED			
APPROVED		DLK	
PROJ. NO.		173420054	

SHEET NUMBER

C0.02

Plot Date: 06/24/2025 - 11:30am
Drawing name: U:\173420054\06_design\CADD\DWG\Plan Sheets\173420054_C003.dwg
User: j...
Machine: ...



EXISTING ROAD

REMOVE EXISTING GRAVEL
SURFACING WITHIN GRADING
LIMITS OF SHEET C6.02

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SIGNATURE: Daryl Kirschner

DATE: 05/24/2024 IJC. NO. 24744

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

DEMOLITION PLAN

NO	REVISION	DATE
1	WORK CHANGE DIRECTIVE 1	5/19/20
SURVEY	PBW	
DRAWN	EPW	
DESIGNED	DLK	
CHECKED		
APPROVED	DLK	
PROJ. NO.	17342005	

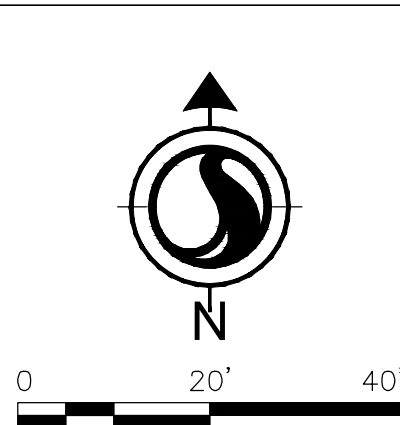
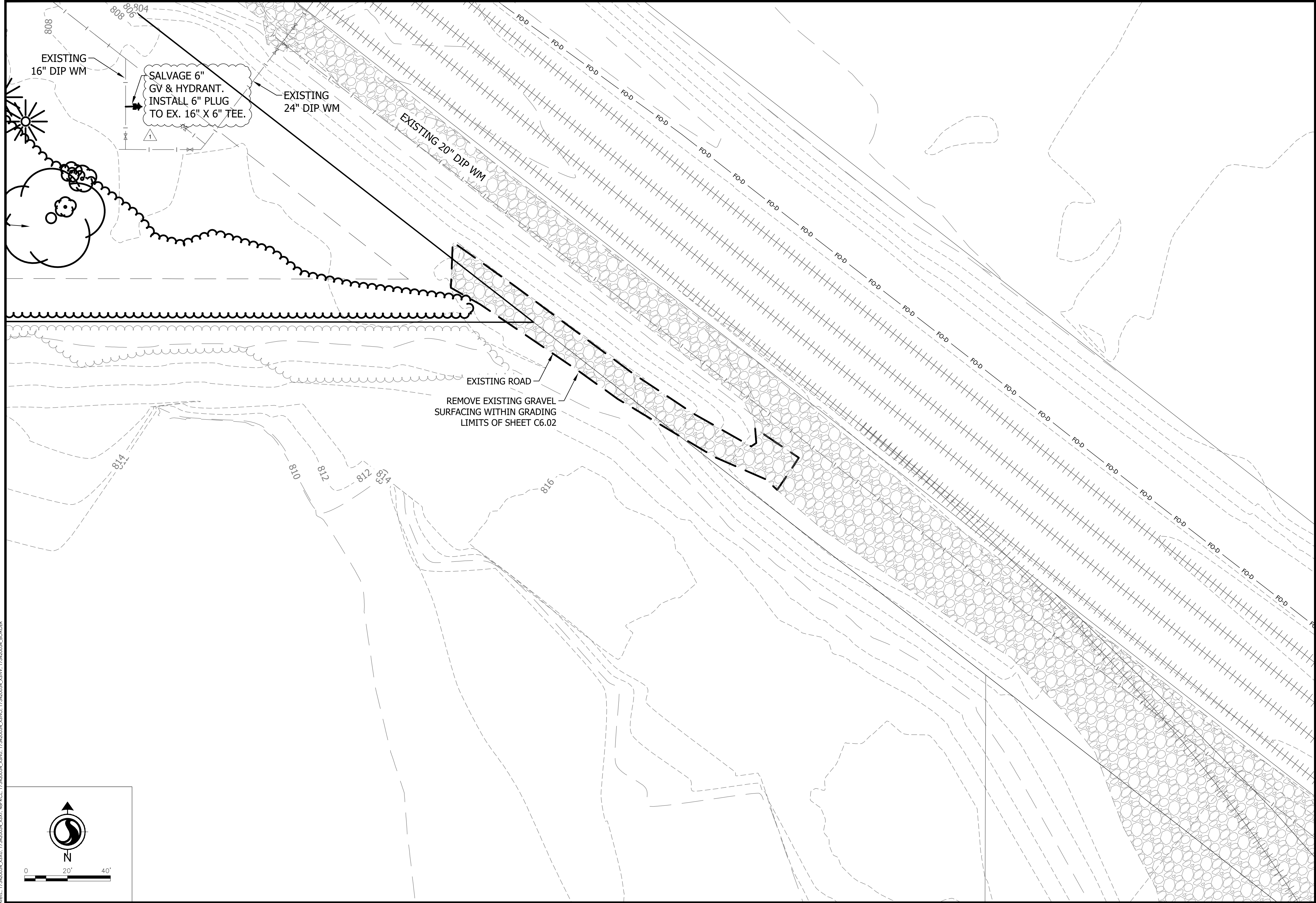
SHEET NUMBER
C0.03



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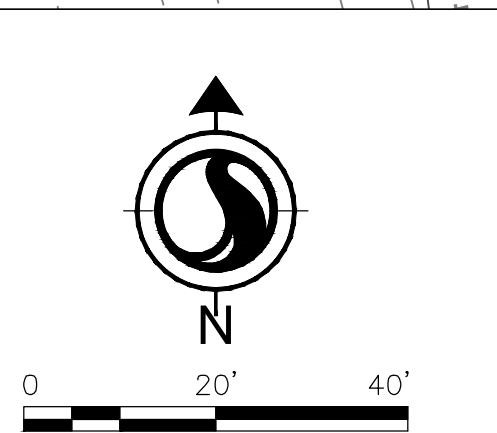
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<b style="font-size: 24pt; margin-left: 10px;">Stantec 733 Marquette Ave., Suite 1000 Minneapolis, MN 55402 www.Stantec.com		
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PRINT NAME: DARYL KIRSCHENMAN		
SIGNATURE: <i>Daryl Kirschman</i>		
DATE: 05/24/2024 IC NO.: 24774		
COTTAGE GROVE, MINNESOTA 1.0 MG LOW ZONE ELEVATED TANK DEMOLITION PLAN		
NO.	REVISION	DATE
1	WORK CHANGE [DIRECTIVE]	5/19/25
SURVEY	PBW	
DRAWN	EPV	
DESIGNED	DK	
CHECKED		
APPROVED	DK	
PROJ. NO.		173420054
SHEET NUMBER		C0.04

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Plot Date: 06/24/2025 - 9:52am
Drawing name: U:\173420054\06_design\CADD\Drawg\Plan Sheets\173420054_C201.dwg
Xref: 173420054.XSD; 173420054.XST; 48PKCL; 173420054.XSN; 173420054.XSW; 173420054.BORDER



- TEMPORARY EROSION CONTROL NOTES:
1. USE SILT FENCE AS DIRECTED BY ENGINEER.
 2. ALL DISTURBED AREAS SHALL BE ESTABLISHED WITH TEMPORARY MULCH (NO SEED).

- SITE RESTORATION NOTES:
1. SUBGRADE PREPARATION SHALL INCLUDE REMOVING DEBRIS (ROCK, CONCRETE, ETC.), SHAPING, AND GRADING IN LOCATIONS WHERE SEEDING IS PERFORMED.
 2. 6 INCH THICK TOPSOIL BORROW CONFORMING TO MNDOT SPEC. 3877.2.B, LOAM TOPSOIL BORROW MODIFIED. MATERIAL SHALL BE SCREENED TO 1/2 INCH MAXIMUM PARTICLE SIZE.
 3. USE OF SEED MIXTURE 25-151 WITH FERTILIZER TYPE 1 (20-10-20) AND EROSION CONTROL BLANKET CATEGORY 0.

CONSTRUCTION LIMITS

SILT FENCE,
PER DETAIL ERO-1/C8.01

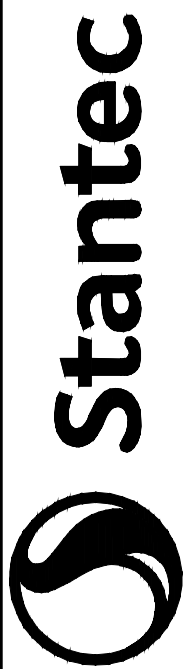
EXISTING
16" DIP WM

EXISTING
24" DIP WM

EXISTING 20" DIP WM

CONSTRUCTION
ENTRANCE

EXISTING
ACCESS



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SIGNATURE: *Daryl Kirschman*

DATE: 05/24/2024 LC NO. 2474

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

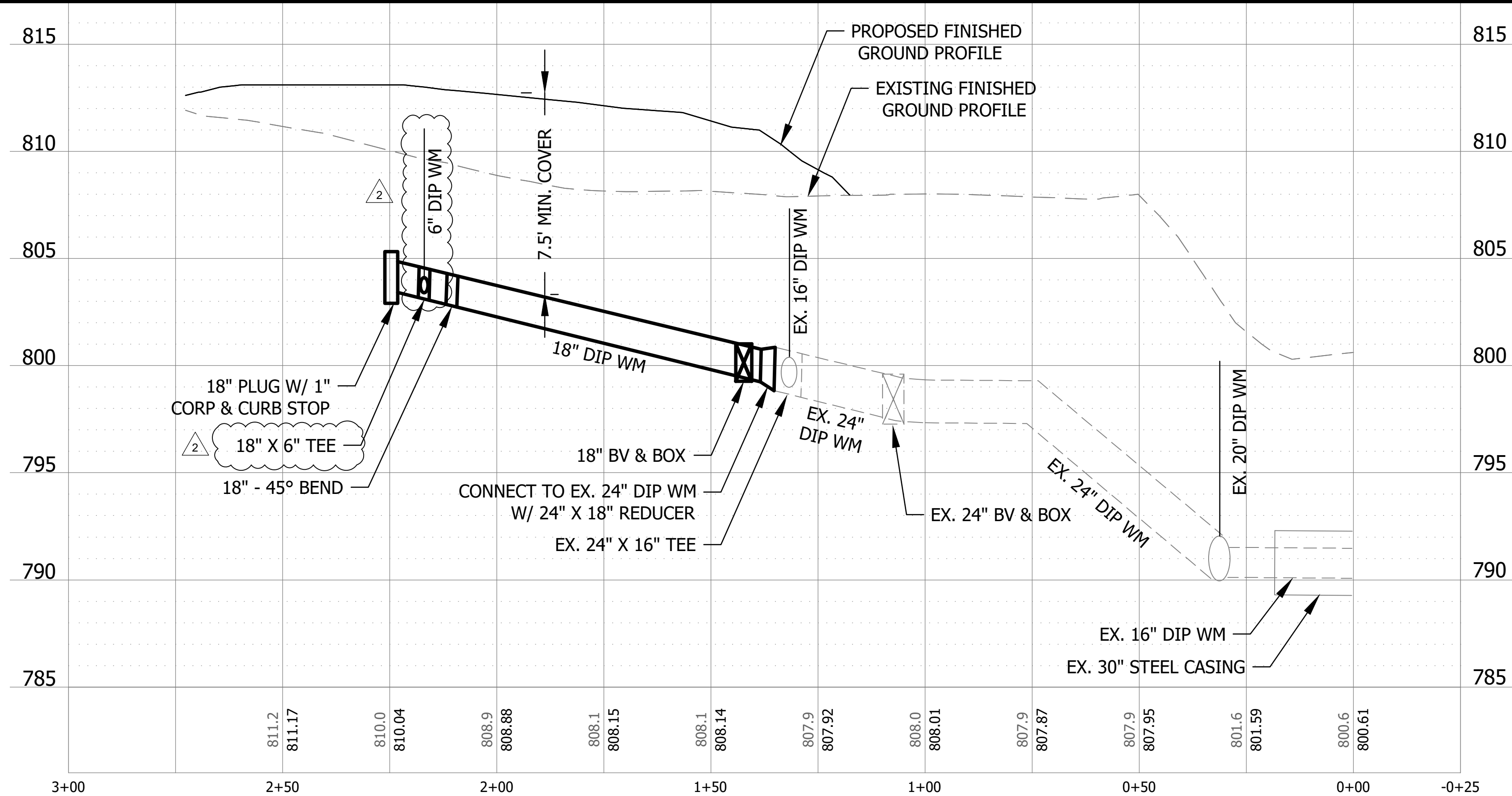
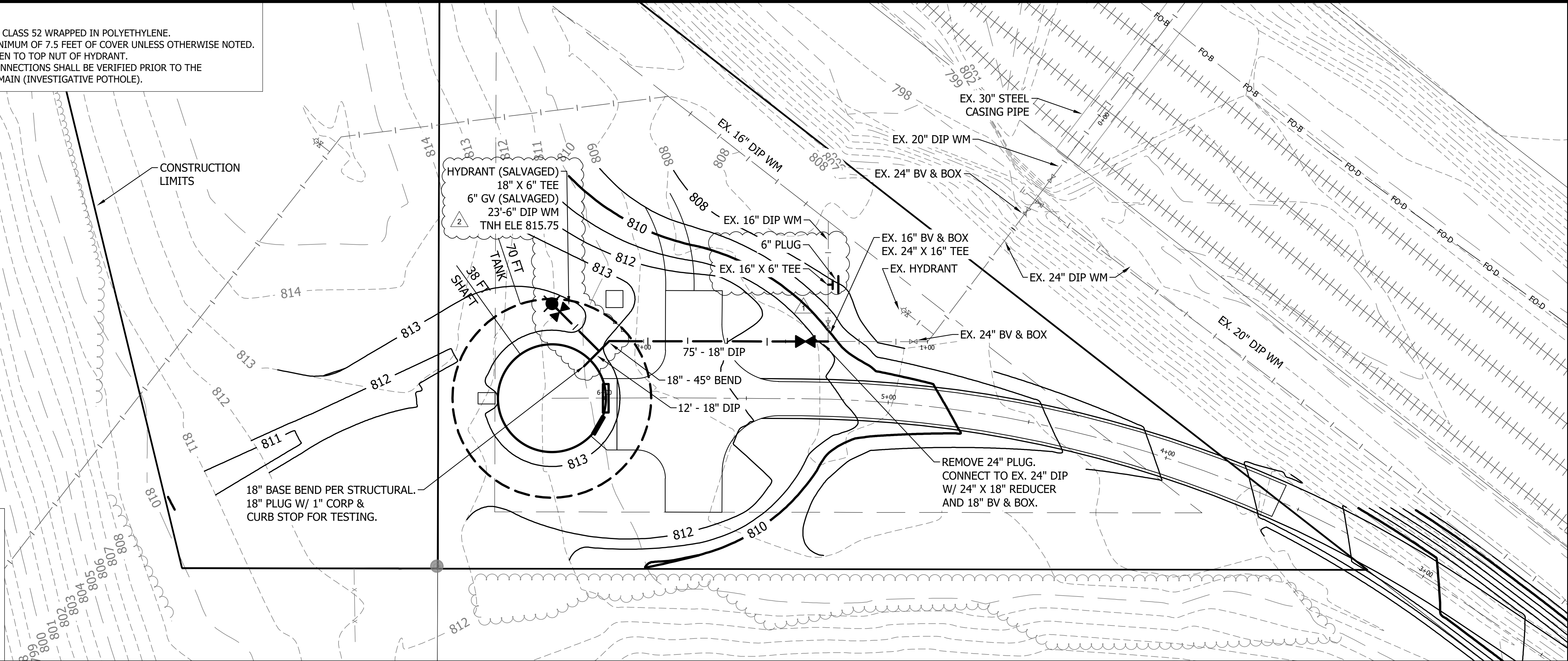
TEMPORARY EROSION CONTROL AND SITE RESTORATION

NO. REVISION DATE

SURVEY	PBW
DRAWN	EPV
DESIGNED	DLK
CHECKED	
APPROVED	DLK
PROJ. NO.	173420054

SHEET NUMBER

C2.01

[illegible]

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PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO. 247/44

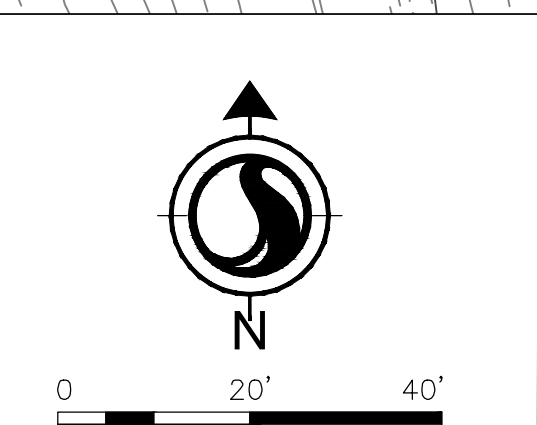
COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

WATER MAIN

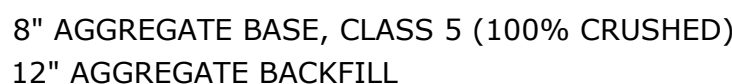
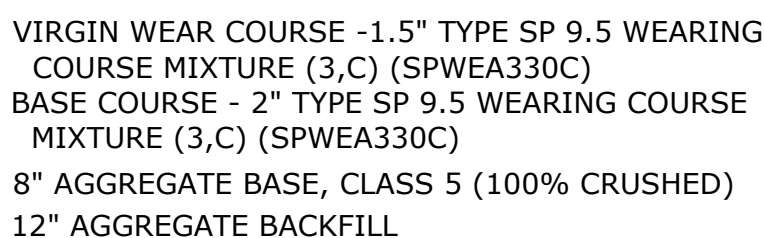
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2	WORK CHANGE DIRECTIVE 2	6/24/25
SURVEY		PBW
DRAWN		EPV
DESIGNED		DLK
CHECKED		
APPROVED		DLK
PROJ. NO.		173420054

SHEET NUMBER

C4.01

[illegible]

1. CITY WILL PAY FOR PRIMARY ELECTRICAL SERVICE. CONTRACTOR TO APPLY FOR AND PAY FOR SECONDARY ELECTRICAL SERVICE.



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UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: Dayl Kirschman

DATE: 05/24/2024 LIC. NO. 24744

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

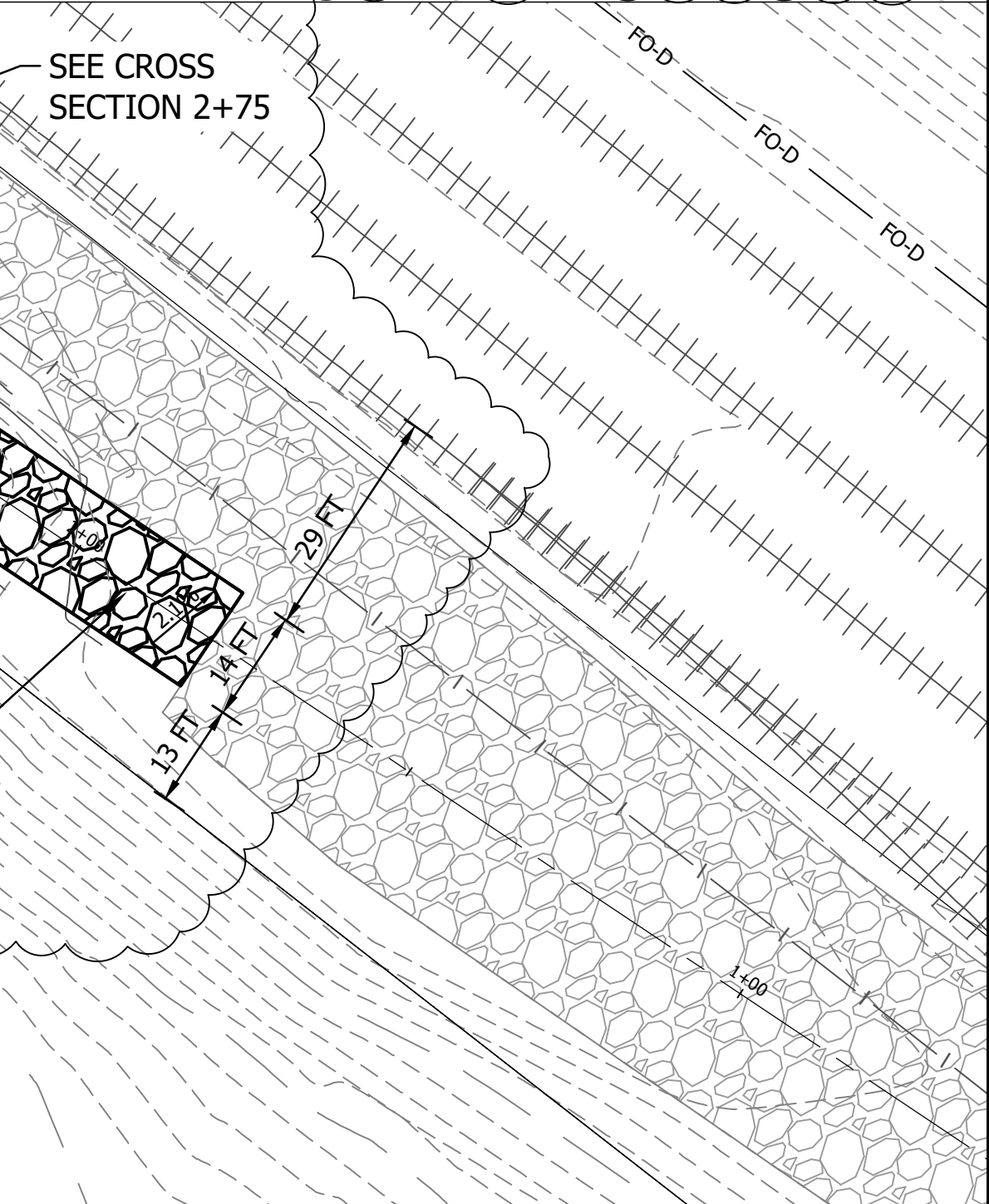
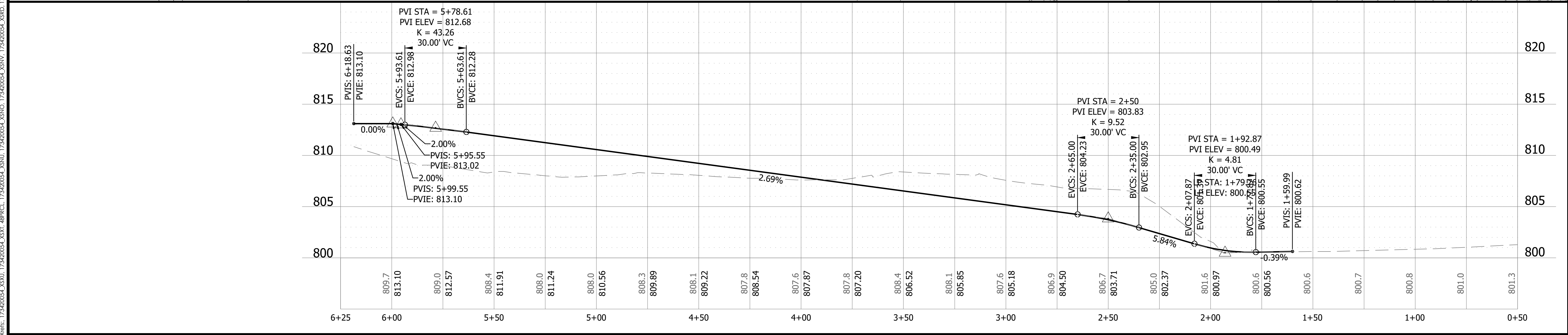
DRIVEWAY PLAN

NO	REVISION	DATE
1	ADDENDUM 4	10/17/24
2	CONFORMED	5/16/25
3	WORK CHANGE DIRECTIVE 2	6/24/25
	SURVEY	PBW
	DRAWN	EPV
	DESIGNED	DLK
	CHECKED	
	APPROVED	DLK
	PROJ. NO.	173420054

SHEET NUMBER

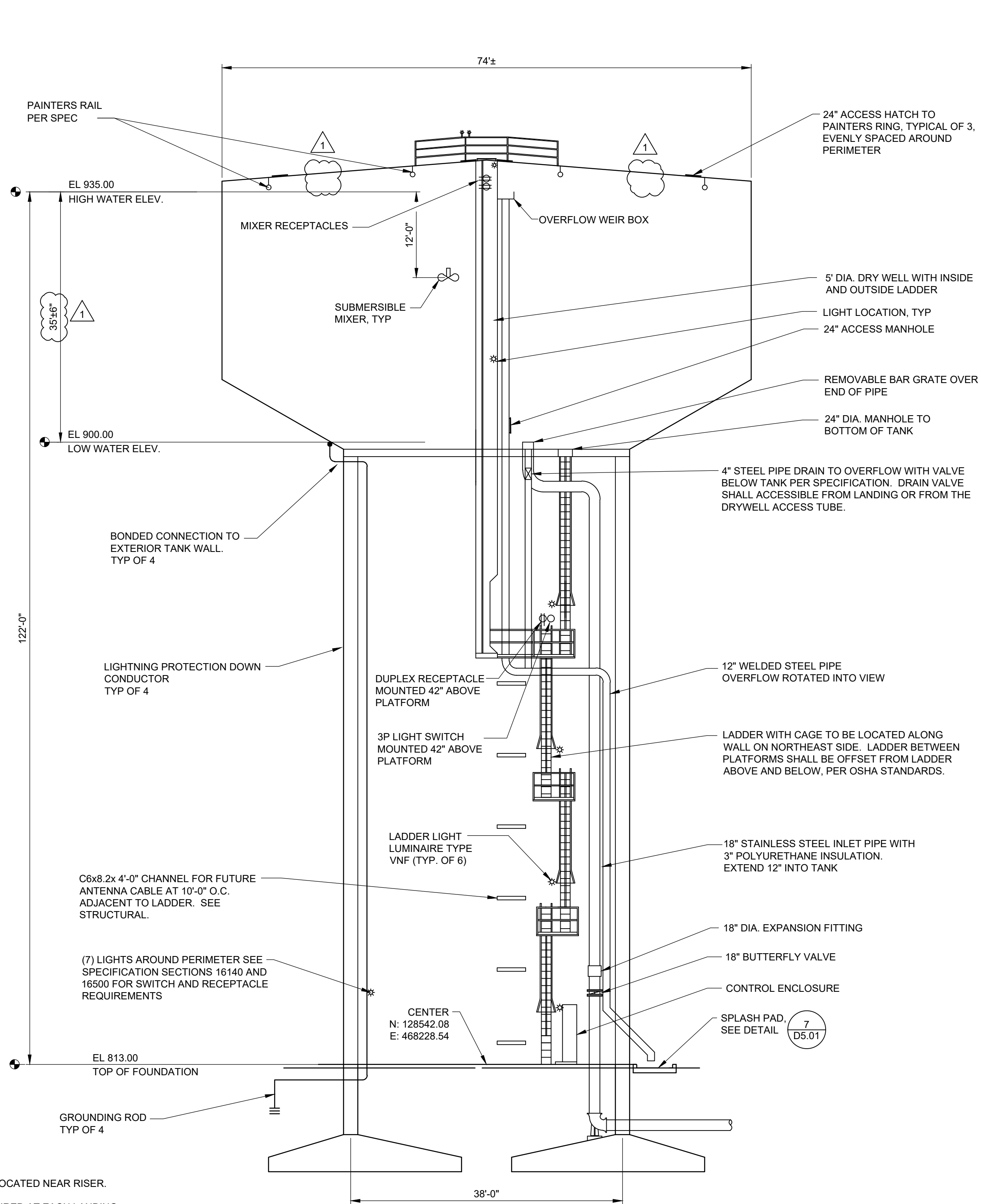
C6.01

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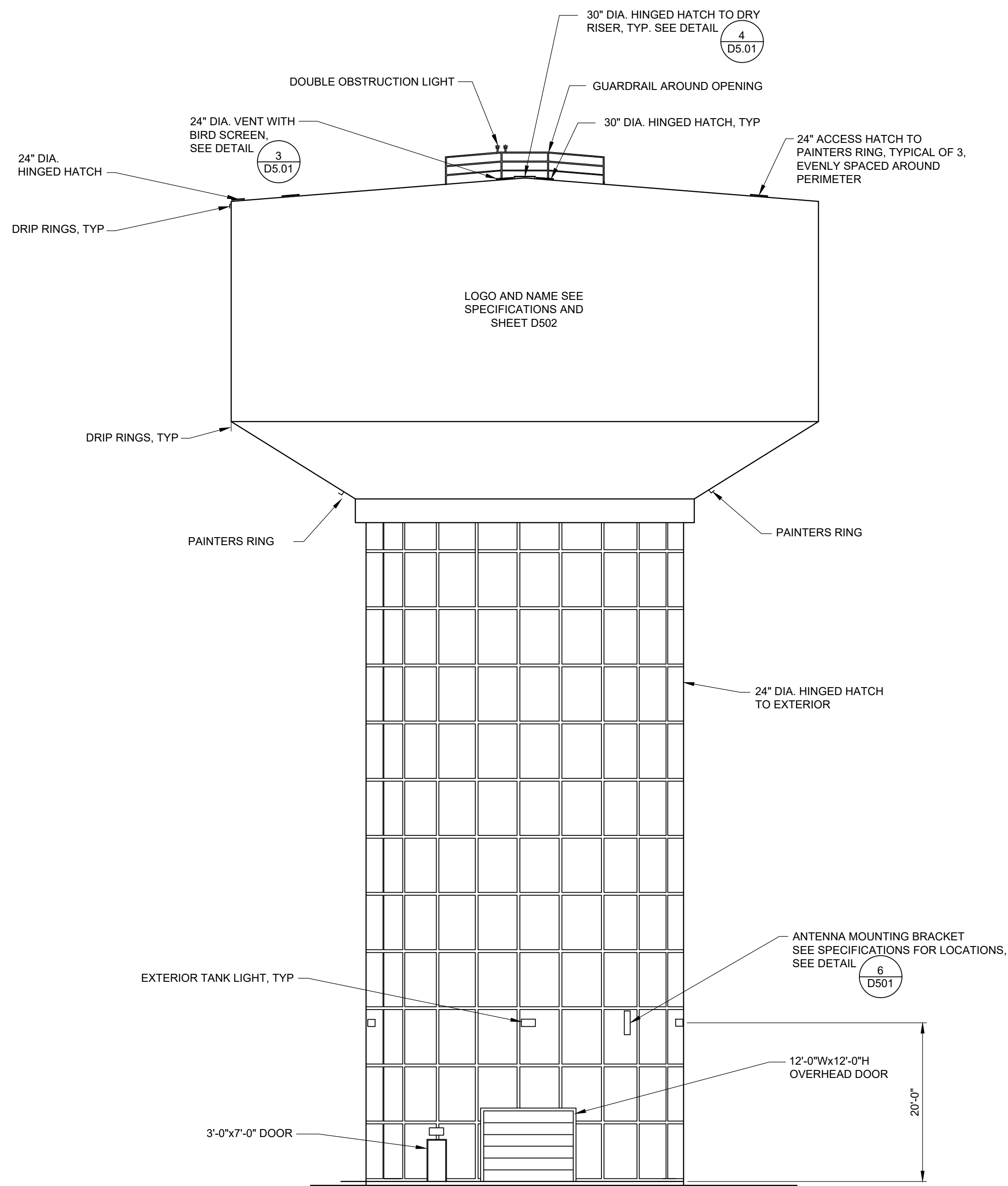
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Plot Date: 05/16/2025 - 4:43pm
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User: 173420054_BORDR



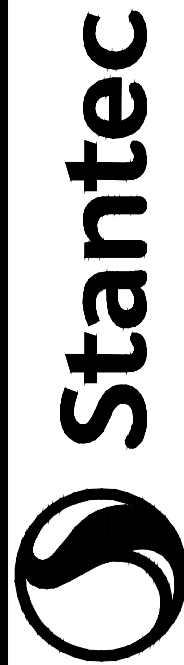
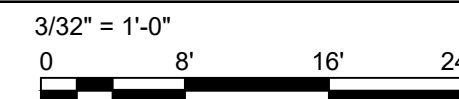
- NOTE:
- LADDER TO BE LOCATED NEAR RISER.
 - A LIGHT IS REQUIRED AT EACH LANDING.
 - LADDER AND PIPE ROTATED INTO VIEW FOR CLARITY.
 - SEAL WELD ALL INTERIOR ROOF SEAMS.
 - REFER TO DIVISION 16 FOR GROUNDING AND LIGHTNING PROTECTION REQUIREMENTS.
 - UPPER PLATFORM AND TWO INTERMEDIATE PLATFORMS REQUIRED BETWEEN LADDERS AS SHOWN.
 - STAGGERED LADDERS REQUIRED AS SHOWN.

COMPOSITE TOWER SECTION



- NOTES:
- VERIFY ORIENTATION OF LOGOS AND NAMES WITH THE ENGINEER.
 - DIMENSIONS ARE APPROXIMATE. SEE SPECIFICATIONS FOR DIMENSION LIMITS.

COMPOSITE TOWER ELEVATION



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PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO. 24744

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER

SECTION AND ELEVATION

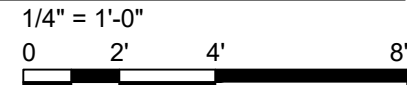
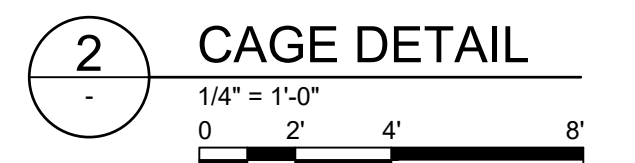
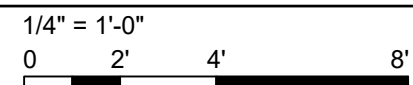
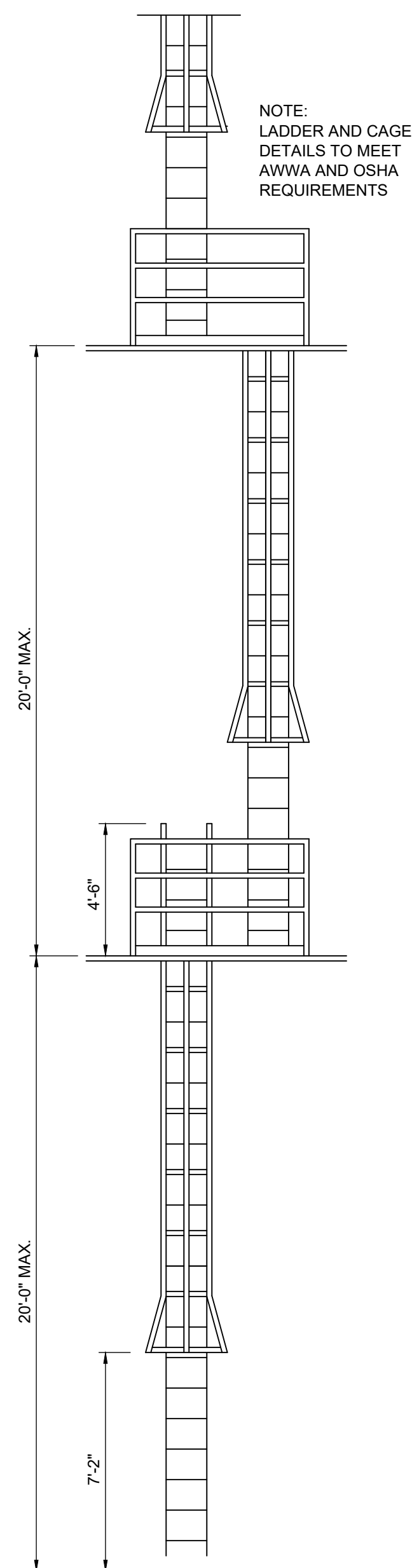
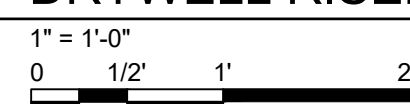
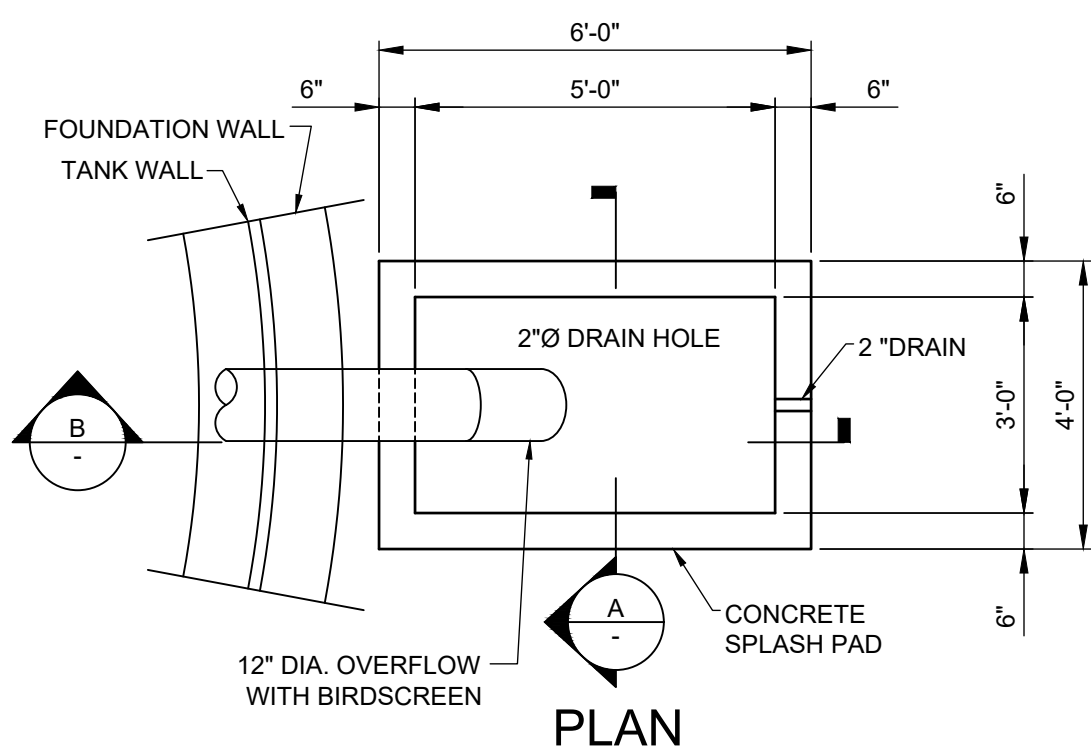
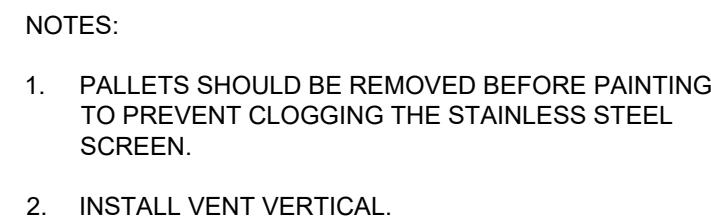
NO	REVISION	DATE
1	ADDENDUM 4	10/17/24
2	CONFORMED	5/16/25

SURVEY	
DRAWN	ENW
DESIGNED	DLK
CHECKED	
APPROVED	DLK
PROJ. NO.	173420054

SHEET NUMBER

D3.01

Plot Date: 06/24/2025 - 11:57am
Drawing name: U:\173420054\0
Xrefs.: 173420054_BORDER



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SIGNATURE: Daryl Kirschman

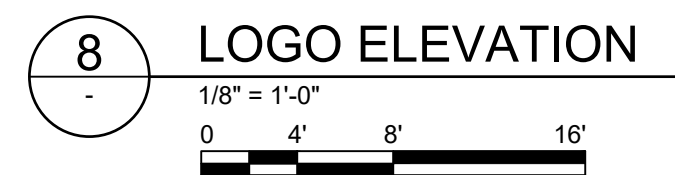
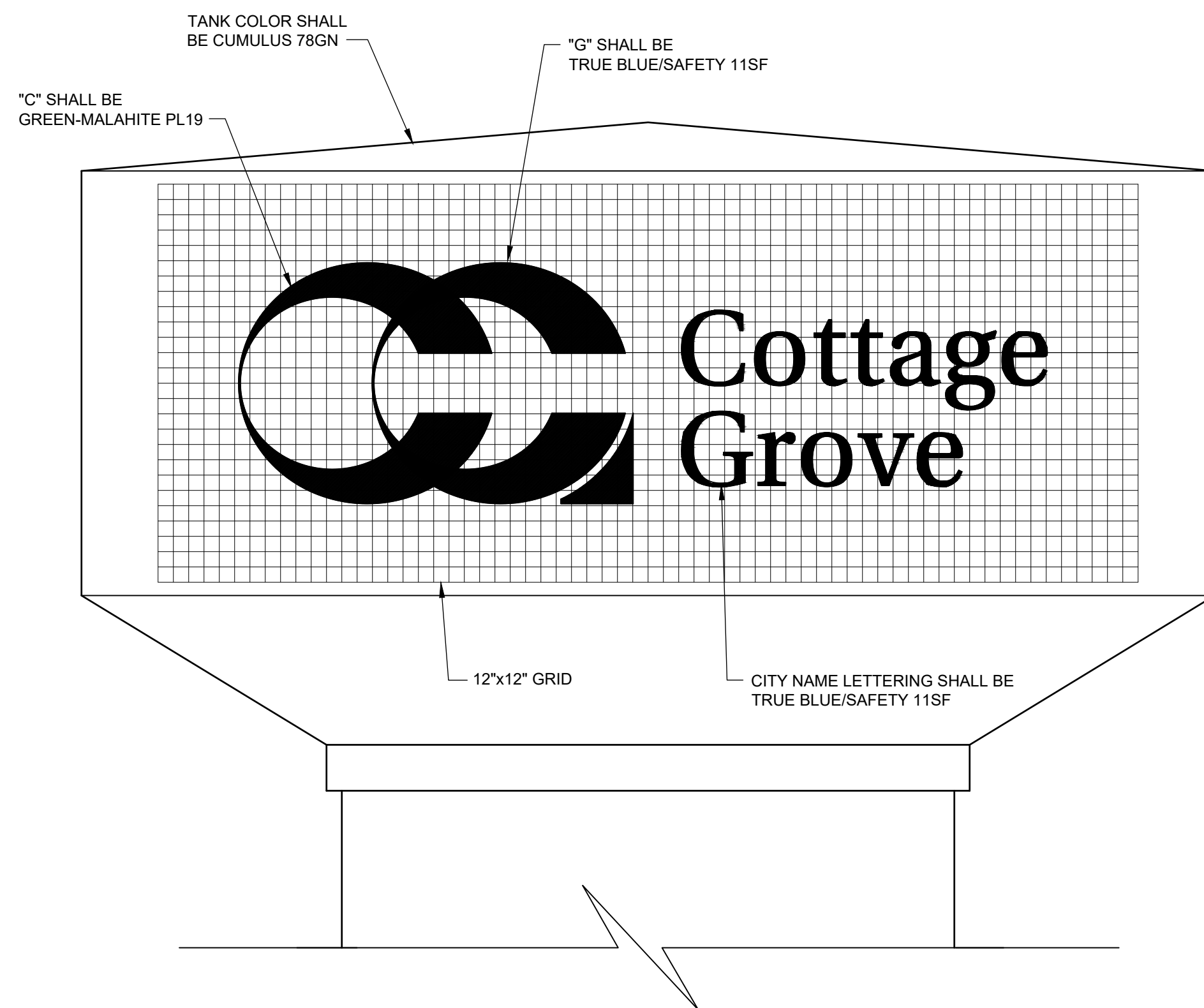
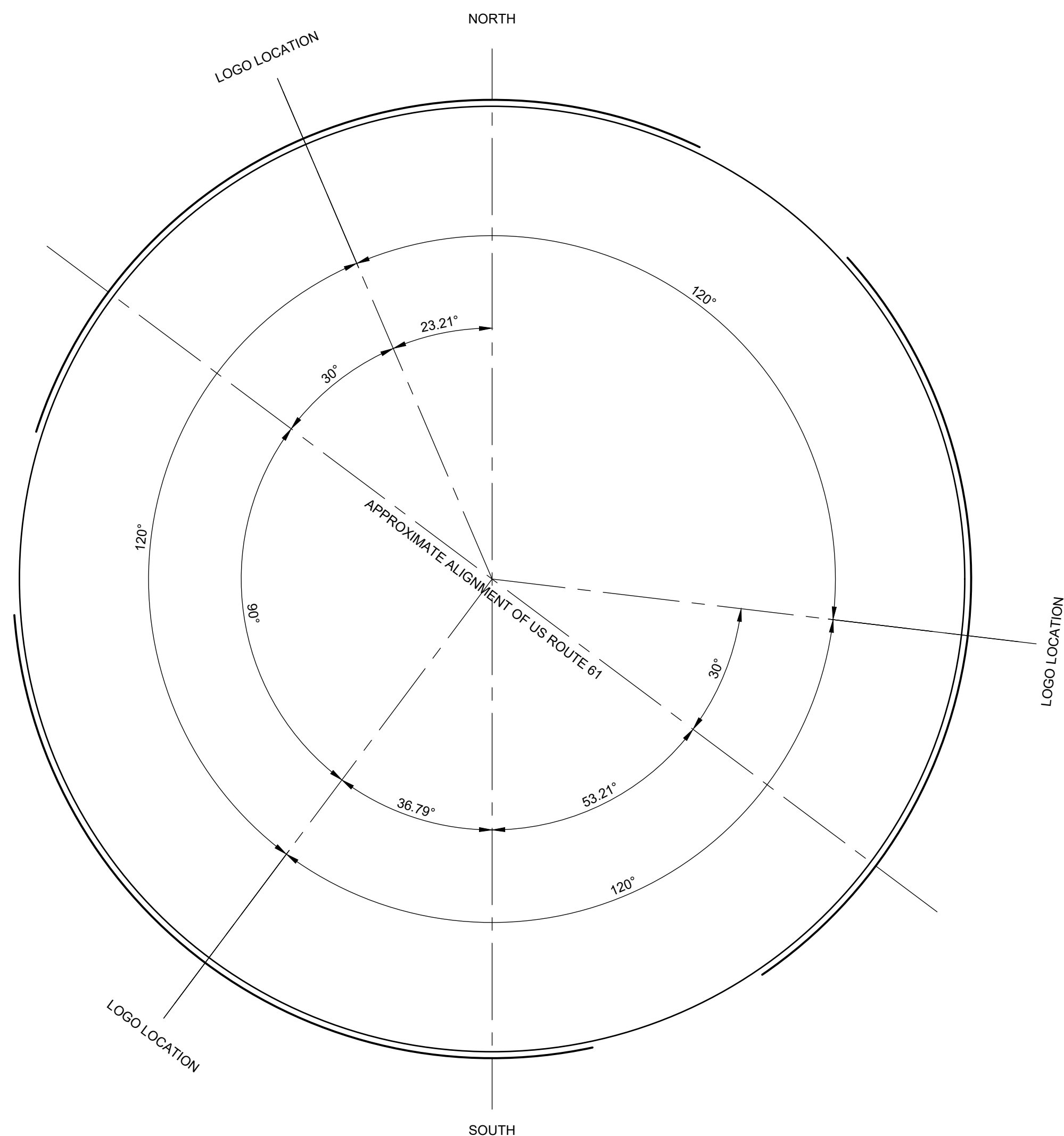
DATE: 05/24/2024 LC. NO. 24744

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
COMPOSITE TOWER
DETAILS 1

[illegible]

SHEET NUMBER
D5.01

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Plot Date: 05/22/2024 - 11:11am
Drawing name: U:\173420054\06_design\CADD\Wg\Plan Sheets\173420054_D502.dwg
Krefs: 173420054_BORDER

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UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO. 24744

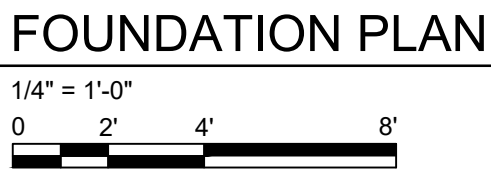
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COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
COMPOSITE TOWER
DETAILS II

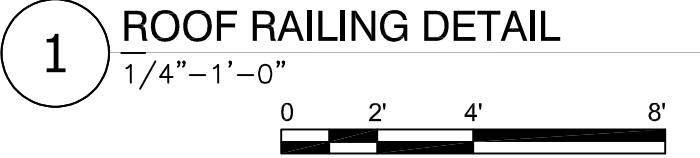
NO	REVISION	DATE
SURVEY		
DRAWN		ENW
DESIGNED		DLK
CHECKED		
APPROVED		DLK
PROJ. NO.	173420054	

SHEET NUMBER
D5.02

Plot Date: 06/24/2025 - 11:52am
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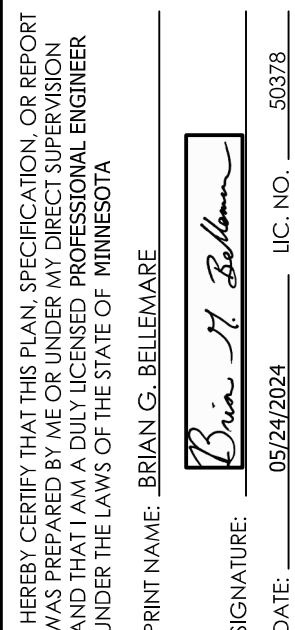
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Drawing name: U:\173420054\06_design\CADD\Wg\Plan Sheets\173420054_102.dwg
User: 173420054_102.dwg



The image contains two technical drawings of a handrail assembly:

- ELEVATION:** Shows a side view of a handrail post (a vertical cylinder) mounted on a base. The base has a width dimension of 8". A flag symbol is shown with a 3/16" dimension line indicating the height of the post.
- SECTION:** Shows a cross-sectional view of the assembly. It includes the following labels:
 - HANDRAIL POST AND RAIL
 - 3/8" X 8" X 8" LONG PLATE, A36
 - CUT MEMBER TO MATCH FIELD CONDITIONS
 - A flag symbol with a 3/8" dimension line.
 - A dimension of 8" for the width of the base plate.
 - A dimension of 3/16" for the thickness of the base plate.
 - A label "FIELD VERIFY" with arrows pointing to the sloped surface of the rail.

3 RAILING DETAIL
1'-1'-0"

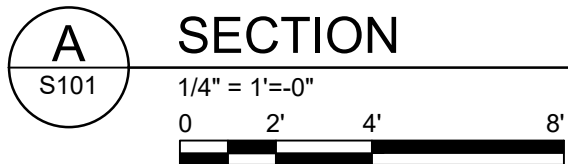


COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
COMPOSITE TOWER
ROOF RAILING LAYOUT

NO	REVISION	DATE
SURVEY		
DRAWN		HMF
DESIGNED		BGE
CHECKED		DLR
APPROVED		BGE
PROJ. NO.		173420054

SHEET NUMBER
S102

Plot Date: 06/24/2025 - 11:51am
Drawing name: U:\173420054\06_design\CADD\Dwg\Plan Sheets\173420054_S301.dwg
Refs.: 173420054_BORDER



DESIGN LOADS

- ## MATERIAL

- ## CONSTRUCTION NOTES

- | REINFORCING BAR SIZE | SLAB, WALL, COLUMN | | BEAMS | | 90° END HOOK |
|----------------------|--------------------|---------|---------|---------|--------------|
| | TOP BAR | BAR LAP | TOP BAR | BAR LAP | |
| #3 | 24 IN | 19 IN | 36 IN | 28 IN | 6 IN |
| #4 | 32 IN | 25 IN | 48 IN | 37 IN | 8 IN |
| #5 | 40 IN | 31 IN | 60 IN | 46 IN | 10 IN |
| #6 | 48 IN | 37 IN | 72 IN | 56 IN | 12 IN |
| #7 | 70 IN | 54 IN | 105 IN | 81 IN | 14 IN |
| #8 | 80 IN | 62 IN | 120 IN | 93 IN | 16 IN |
| #9 | 90 IN | 70 IN | 135 IN | 104 IN | 19 IN |
| #10 | 102 IN | 78 IN | 152 IN | 117 IN | 22 IN |
| #11 | 113 IN | 87 IN | 170 IN | 131 IN | 25 IN |

* TOP BAR LAP SPLICES ARE HORIZONTAL REINFORCEMENT PLACED SUCH THAT MORE THAN 12 INCH OF CONCRETE IS CAST IN THE MEMBER BELOW THE SPLICE.

- ## ABBREVIATIONS

ADD'L.	ADDITIONAL	EXP.	EXPANSION
ALUM.	ALUMINUM	FT.	FOOT
BOT.	BOTTOM	FTG.	FOOTING
CONC.	CONCRETE	GALV.	GALVANIZED
Ø	DIAMETER	MAX.	MAXIMUM
D.I.P.	DUCTILE IRON PIPE	MIN.	MINIMUM
EACH	EACH	O.C.	ON CENTER
E.E.	EACH END	REINF.	REINFORCEMENT
E.F.	EACH FACE	S.S.	STAINLESS STEEL
EL.	ELEVATION	STD.	STANDARD
E.W.	EACH WAY	TYP.	TYPICAL

REQUIRED SPECIAL INSPECTIONS

DESCRIPTION OF WORK IBC SECTION 1704	INSPECTION		TESTING		N/A	REMARKS
	YES	NO	YES	NO		
1. CONCRETE	●		●			NOTIFY ENGINEER 24 HOURS MINIMUM PRIOR TO PLACEMENT
2. BOLTS INSTALLED IN CONCRETE	●			●		
3. REINFORCEMENT STEEL AND PRESTRESSING STEEL	●			●		
4. WELDING	●			●		
5. HIGH-STRENGTH BOLTING	●			●		
6. SHOTCRETE					●	
7. SPECIFIED GRADING EXCAVATION AND FILLING	●		●			DOCUMENT DAILY PROGRESS

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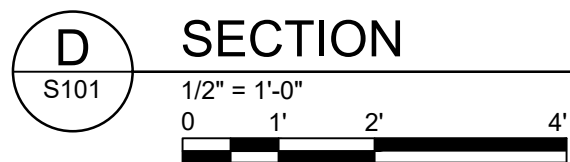
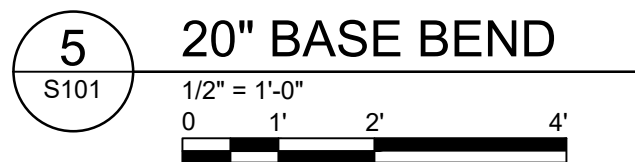
SIGNATURE: Brian H. Bellman
DATE: 05/24/2024 LIC. NO. 50378

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

FOUNDATION SECTION

Plot Date: 06/24/2025 - 11:54am
Drawing name: U:\173420054\06_design\CADD\Dwg\Plan Sheets\173420054_5501.dwg
Krefs: 173420054_BORDER



PRINT NAME: BRIAN G. BELLEMAIRE

SIGNATURE: Dira M. Belkum

DATE: 05/24/2024 LIC. NO. 50378

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER
DETAILS AND PARTIAL REINFORCEMENT PLANS[illegible]

SHEET NUMBER

S501

	INCOMING LINE
	POWER CIRCUIT BREAKER
	OIL CIRCUIT BREAKER
	CIRCUIT BREAKER
	DRAW-OUT CIRCUIT BREAKER
	LOAD BREAK INTERRUPTING SWITCH
	SINGLE THROW DISCONNECTING SWITCH
	DOUBLE THROW DISCONNECTING SWITCH
	FUSE
	DISCONNECTING FUSE
	SWITCH AND FUSE
	RESISTOR1
	RESISTOR2
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	LIGHTNING ARRESTER
	TRANSFORMER
	CAPACITOR
	MOTOR
	GENERATOR
	RELAY (* RELAY NO.)
	STRESS CONE
	FUSE CUTOUT
	ENCLOSED FUSE CUTOUT
	AMMETER
	AMMETER SWITCH
	DEMAND METER
	POWER FACTOR METER
	VOLTMETER
	VOLTMETER SWITCH
	WATTMETER
	WATTHOUR METER
	WATTHOUR METER WITH DEMAND REGISTER
	MULTI-FUNCTION METER
	METER
	TRANSIENT VOLTAGE SURGE SUPPRESSOR
	KEY INTERLOCK
	AUTOMATIC TRANSFER SWITCH (A.T.S.)

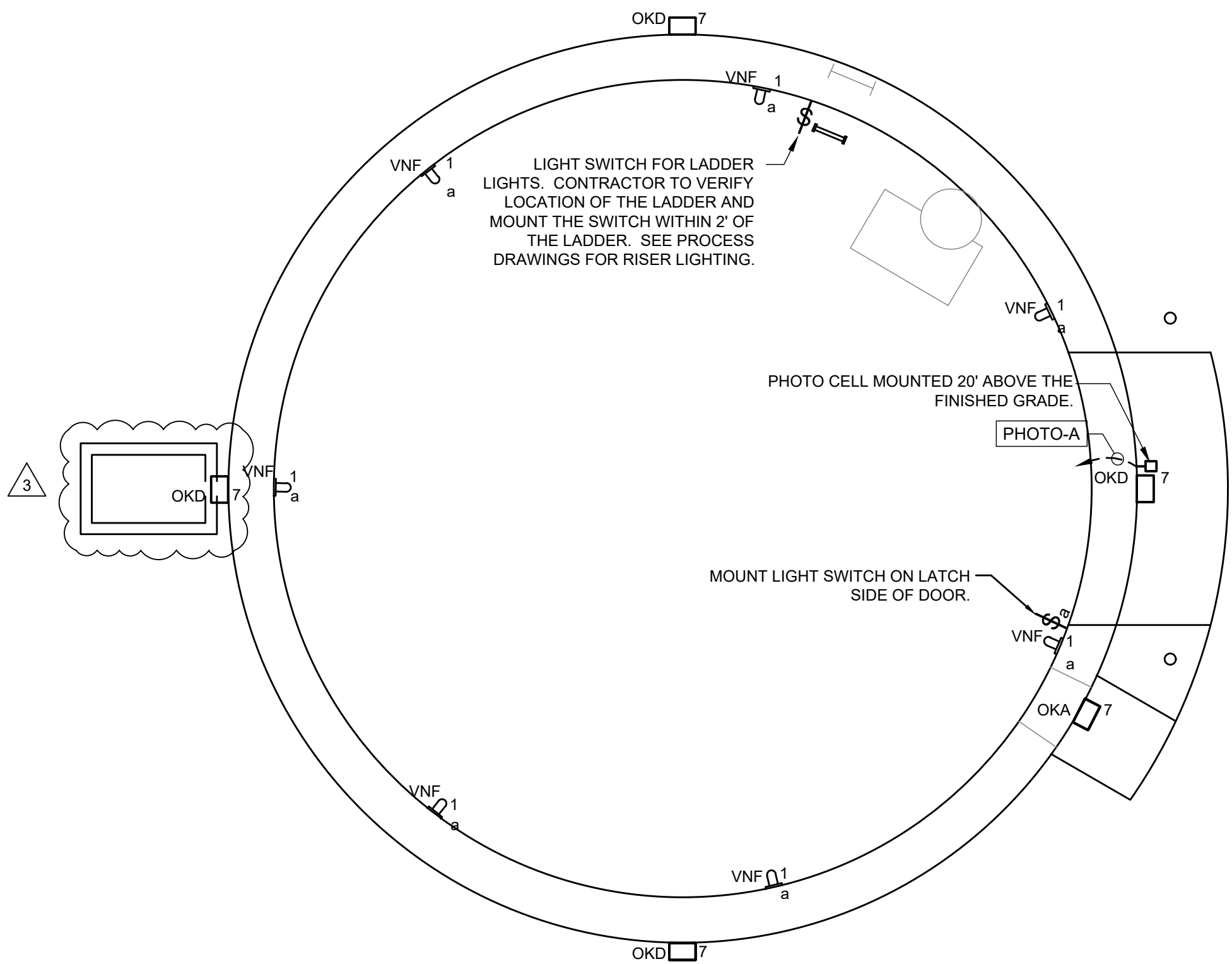
 SPECIAL PURPOSE RECEPTACLE

 INTERCOM SPEAKER

	NORMALLY CLOSED PUSHBUTTON
	NORMALLY OPEN PUSHBUTTON
	THREE — POSITION SELECTOR SWITCH
	TWO — POSITION SELECTOR SWITCH
	NORMALLY CLOSED LIMIT SWITCH — HELD OPEN
	NORMALLY OPEN LIMIT SWITCH

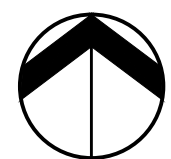
 OVERLOAD

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GENERAL NOTES:

- LUMINAIRE TYPE OAN SHALL BE MOUNTED AT 15'-0" ABOVE THE FINISHED FLOOR.
- LUMINAIRE TYPE OKD SHALL BE MOUNTED AT 20'-0" ABOVE THE FINISHED GRADE.
- LUMINAIRE TYPE OKA SHALL BE MOUNTED CENTERED ON THE DOOR'S CENTER LINE 1'-0" ABOVE THE DOOR FRAME.
- ALL SWITCHES SHALL BE PROVIDED WITH A WEATHER PROOF COVER.
- SEE SHEETS D301 AND D501 FOR SHAFT AND OBSTRUCTION LIGHTS.



1

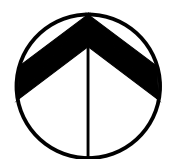
COMPOSITE TOWER CONTROL ROOM LIGHTING PLAN

3/16" = 1'-0"

GENERAL NOTES:

- CONVENIENCE RECEPTACLES SHALL BE MOUNTED 48" ABOVE THE FINISHED FLOOR GRADE UNLESS OTHERWISE NOTED ON THE DRAWING(S).
- ALL CONDUITS SHOWN LEAVING OR ENTERING THE TOWER SHALL BE RAN THROUGH THE TOWER FOUNDATION 2'-0" BELOW THE FINISHED EXTERIOR GRADE.
- BONDED CONNECTIONS SHALL BE PERMANENT JOINING OF METALLIC PARTS TO FORM AN ELECTRICALLY CONDUCTIVE PATH THAT ENSURES ELECTRICAL CONTINUITY.
- MOUNT A CONVENIENCE RECEPTACLE NEAR THE SERVICE ENTRANCE PANELBOARD. REFER TO PANELBOARD SCHEDULE FOR CIRCUITING.
- CONTRACTOR SHALL REFERENCE ALL DRAWINGS OF THE BID PACKAGE FOR OTHER DRAWINGS MAY CONTAIN ELECTRICAL REQUIREMENTS. WHERE AN ELECTRICAL CONFLICT MAY OCCUR DUE TO A CONFLICT IN NOTATIONS, THE NOTES SHOWN ON THE ELECTRICAL DRAWINGS TAKE PRECEDENCE OVER OTHER DRAWINGS.
- REFER TO PROCESS DRAWINGS FOR RECEPTACLES TO BE MOUNTED IN RISER AND ON ROOF.
- CITY WILL PAY FOR PRIMARY ELECTRICAL SERVICE. CONTRACTOR TO APPLY FOR AND PAY FOR SECONDARY ELECTRICAL SERVICE.

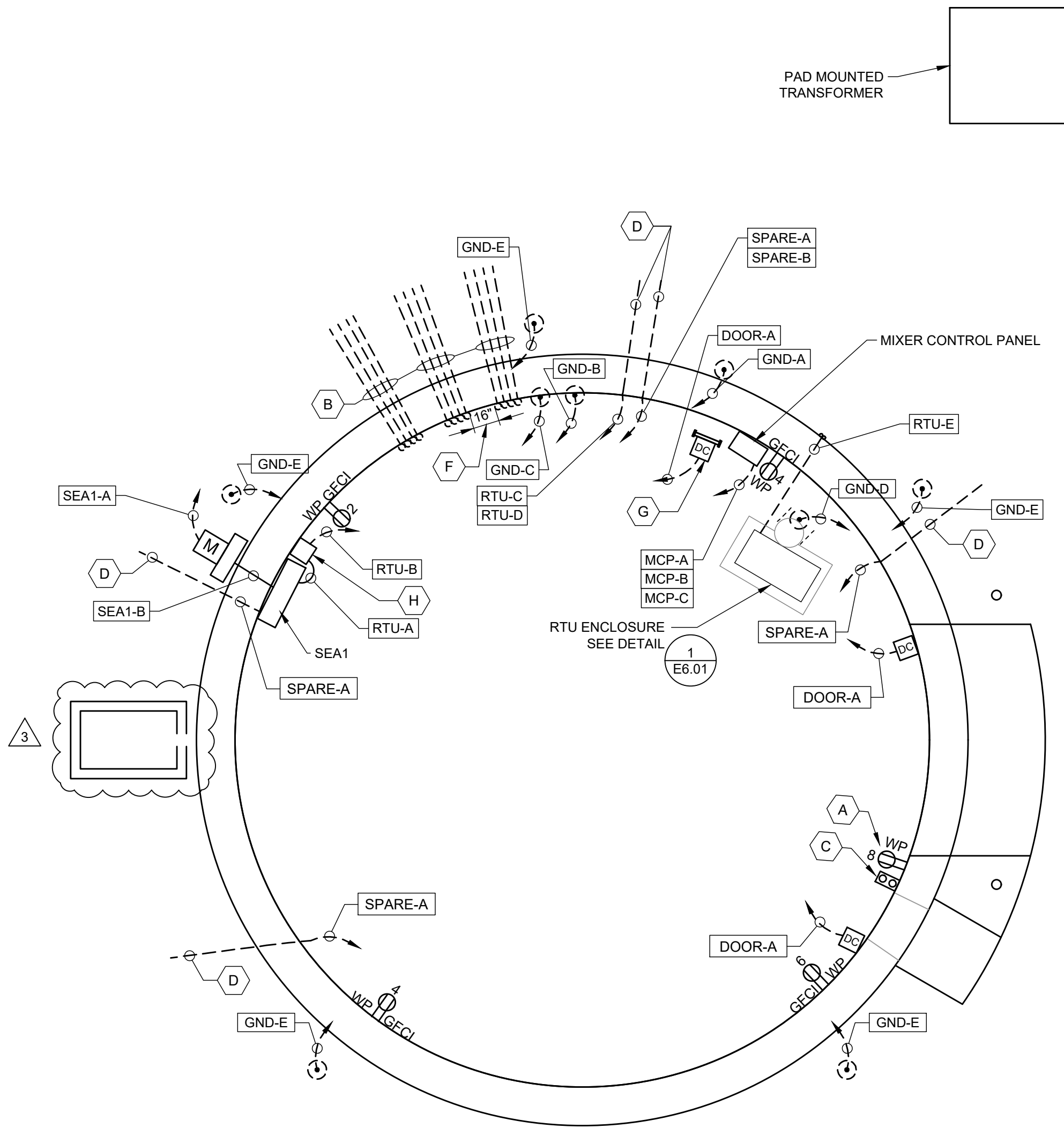
1



2

COMPOSITE TOWER CONTROL ROOM POWER PLAN

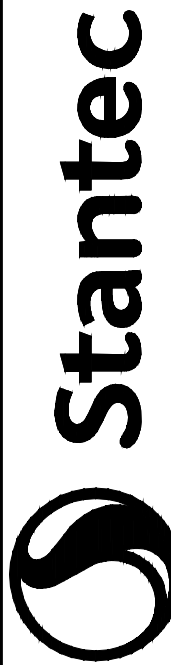
3/16" = 1'-0"



KEYED NOTES:

- A PROVIDE RECEPTACLE FOR OVERHEAD COILING DOOR MOTOR. CONTRACTOR TO COORDINATE LOCATION OF MOTOR AND MOUNT RECEPTACLE AT AN ACCESSIBLE LOCATION.
- B PROVIDE TWELVE (12) 4" CONDUITS STUBBED 3'-0" FROM THE TANK BASE. CONTRACTOR SHALL VERIFY LOCATION OF LADDER LEADING TO THE TOP OF THE TOWER AND THE ANTENNA CABLE MOUNTING BRACKETS BEFORE INSTALLING THE CONDUITS. CONTRACTOR SHALL COORDINATE LOCATION OF CONDUITS TO ENSURE ACCESSIBILITY TO THE CONDUITS AND LOCATE THEM NEAR AND/OR UNDER THE MOUNTING BRACKETS. TERMINATE CONDUITS 12" ABOVE THE FINISHED FLOOR INSIDE THE CONTROL ROOM AND CAP EACH CONDUIT.
- C CONTRACTOR SHALL WIRE COILING DOOR PUSH BUTTON STATION AND LEADING EDGE STOP AS RECOMMENDED BY THE MANUFACTURER. CONTRACTOR SHALL VERIFY LOCATION OF COILING DOOR OPENER AND CONTROLS PRIOR TO WIRING.
- D STUB CONDUIT(S) 5'-0" FROM THE TANK BASE IN THE GENERAL LOCATION AS SHOWN.
- E NOTE NOT USED
- F THE THREE (3) 4" CONDUIT GROUPS SHALL BE SEPARATED BY A DISTANCE NO LESS THAN 16" FROM THE OUTERMOST POINT OF THE OUTSIDE CONDUITS AS SHOWN.
- G CONTRACTOR SHALL MOUNT ALARM CONTACT ON LADDER GATE. CONTRACTOR SHALL VERIFY LOCATION OF LADDER GATE AND COORDINATE INSTALLATION WITH THE LADDER GATE INSTALLER.
- H PROVIDE A SPDT TOGGLE SWITCH FOR THE POWER FEED TO THE TELEMETRY RTU. PROVIDE 30 FEET OF 12/2+G SO CORD AND L5-20P PLUG TO ALLOW POWERING THE TELEMETRY RTU FROM A PORTABLE GENERATOR.

Plot Date: 06/24/2025 - 11:33am
Drawing name: \\N:\73420054\06_design\CADD\Drawg\Plan Sheets\73420054_E301.dwg
User: 173420054_BOKDEX 173420054_3101



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PRINT NAME: MICHAEL T. FITZPATRICK

SIGNATURE: Michael T. Fitzpatrick

DATE: 06/24/2024 LIC. NO. 53078

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER
ELECTRICAL PLAN

NO.	REVISION	DATE
1	ADDENDUM 4	10/17/24
2	CONFORMED	5/16/25
3	WORK CHANGE DIRECTIVE 2	6/24/25

SURVEY	
DRAWN	ENW
DESIGNED	CWO
CHECKED	MTF
APPROVED	MTF
PROJ. NO.	173420054

SHEET NUMBER

E3.01

Plot Date: 06/20/2024 - 12:05pm
Drawing name: U:\173420054\06_design\CADD\Dwg\Plan Sheets\173420054_E601.dwg
Krefs: 173420054_BORDER



1. THE FOLLOWING TAPS SHALL BE PROVIDED:
1-3/4" TAP FOR SAMPLING
1-3/4" TAP FOR PRESSURE GAUGE
1-3/4" TAP FOR PRESSURE TRANSMITTER
2. HEAT TAPE AND INSULATE ALL TAPS AND TUBING.
3. REFER TO SPECIFICATION SECTION 26 82 40 FOR HEATER SPECIFICATION

1 RTU ENCLOSURE
E6.01 NO SCALE

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UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: MICHAEL T. FITZPATRICK

Michael T. P.

SIGNATURE: _____
M. W. S. & M. J. S.

DATE: 05/24/2024 LIC. NO. 53078

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK COMPOSITE TOWER ELECTRICAL DETAILS

NO REVISION	DATE
SURVEY	
DRAWN	ENW
DESIGNED	CWO
CHECKED	MTF
APPROVED	MTF
PROJ. NO.	173420054

SHEET NUMBER

E6.01



733 Marquette Ave., Suite 1000
Minneapolis, MN 55402
www.Stantec.com

Additional Work Authorization Form



Date: 7/8/2025
 Job Name: 242087 - Cottage Grove Low Zone Elevated Tank
 Job Address: 7550 95th St S, Cottage Grove, MN
 Project Manager: 0
 Owner: City of Cottage Grove
 Describe Work: Stripping topsoil in borrow area, haul bad material to borrow area

Labor					
Name	Position	Date	Hours	Rate	Total
Nicholas Tappe	Foreman	ST 7/8/2025	8.0	\$121.00	\$968.00
		OT 7/8/2025	2.5	\$157.00	\$392.50
Steven Grant	Operator	ST 7/8/2025	8.0	\$119.00	\$952.00
		OT 7/8/2025	1.0	\$154.00	\$154.00
Thomas Rowlee	Operator	ST 7/8/2025	8.0	\$119.00	\$952.00
		OT 7/8/2025	2.5	\$154.00	\$385.00
Brandon Johnson	Laborer	ST 7/8/2025	8.0	\$110.00	\$880.00
		OT 7/8/2025	0.5	\$143.00	\$71.50
Subtotal Labor:					\$4,755.00

Equipment					
Number & Description		Date	Hours	Rate	Total
Backhoe Cat 324		7/8/2025	10.5	\$132.00	\$1,386.00
Cat D6N w/ GPS		7/8/2025	10.5	\$151.00	\$1,585.50
GPS Rover		7/8/2025	8.5	\$18.00	\$153.00
Pickup		7/8/2025	10.5	\$29.00	\$304.50
Truck, Tri-Axle, Kenworth T880		7/8/2025	9.0	\$166.00	\$1,494.00
Cat 279 Multi Terrain		7/8/2025	7.5	\$78.00	\$585.00
Subtotal Equipment:					\$5,508.00

Materials				
Description		Quantity	Rate	Total
Subtotal Materials:				\$0.00

Labor Total:	\$4,755.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work:
Equipment Total:	\$5,508.00	

Materials Cost:	\$0.00	Phone Number:		Date:	
Total Cost:	\$10,263.00				
10% Overhead:	\$1,026.30	Print Name:			
Total Billed:	\$11,289.30	Owner Signature:			
US SiteWork Superintendent Signature:					

Additional Work Authorization Form



Date: 7/9/2025
Job Name: 242087 - Cottage Grove Low Zone Elevated Tank
Job Address: 7550 95th St S, Cottage Grove, MN
Project Manager: 0
Owner: City of Cottage Grove
Describe Work: Load and haul bad material to barrow area

Labor						
Name	Position	Date	Hours	Rate	Total	
Nicholas Tappe	Foreman	ST 7/9/2025	8.0	\$121.00	\$968.00	
		OT 7/9/2025	4.5	\$157.00	\$706.50	
Steven Grant	Operator	ST 7/9/2025	8.0	\$119.00	\$952.00	
		OT 7/9/2025	2.5	\$154.00	\$385.00	
Thomas Rowlee	Operator	ST 7/9/2025	8.0	\$119.00	\$952.00	
		OT 7/9/2025	4.5	\$154.00	\$693.00	
Subtotal Labor:					\$4,656.50	

Equipment					
Number & Description	Date	Hours	Rate	Total	
Backhoe Cat 324	7/9/2025	12.5	\$132.00	\$1,650.00	
Cat D6N w/ GPS	7/9/2025	12.5	\$151.00	\$1,887.50	
GPS Rover	7/9/2025		\$18.00		
Pickup	7/9/2025	12.5	\$29.00	\$362.50	
Truck, Tri-Axle, Kenworth T880	7/9/2025	10.5	\$166.00	\$1,743.00	
Subtotal Equipment:				\$5,643.00	

Materials			
Description	Quantity	Rate	Total

Subtotal Materials:		\$0.00
Labor Total:	\$4,656.50	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work:
Equipment Total:	\$5,643.00	
Materials Cost:	\$0.00	
Total Cost:	\$10,299.50	
10% Overhead:	\$1,029.95	
Total Billed:	\$11,329.45	Phone Number: _____ Date: _____
		Print Name: _____
		Owner Signature: _____
US SiteWork Superintendent Signature: _____		



City Council Action Request

7.R.

Meeting Date	9/2/2026				
Department	Communications				
Agenda Category	Action Item				
Title	Explore Minnesota 2027 Tourism Grant Agreement				
Staff Recommendation	Approve the Cottage Grove Convention and Visitor Bureau to execute the grant agreement between Explore Minnesota and the Cottage Grove CVB.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2027 Explore MN Tourism Grant Memo</td></tr><tr><td>2.</td><td>Explore MN 2027 Tourism Grant Application and Agreement.</td></tr></table>	1.	2027 Explore MN Tourism Grant Memo	2.	Explore MN 2027 Tourism Grant Application and Agreement.
1.	2027 Explore MN Tourism Grant Memo				
2.	Explore MN 2027 Tourism Grant Application and Agreement.				



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

From: Phil Jents, Communications Manager

Date: August 26, 2026

Subject: Explore Minnesota 2027 Tourism Grant

Background

The 2027 Explore Minnesota Tourism Grant provides funding to support tourism marketing campaigns and initiatives of primary Destination Marketing Organizations (DMOs) for the economic benefit of their communities.

Discussion

This grant opportunity was a competitive grant program offered via an open solicitation period. Applications were awarded based on application review and acceptance in the order they were received. Given the application deadline and the first come, first serve nature of the program, the Cottage Grove CVB wrote a compelling grant application for an online marketing campaign and photography / videography services. These initiatives will assist Discover Cottage Grove in promoting key events, while also building out its digital photography and videography libraries.

Discover Cottage Grove was awarded a grant amount of \$2,500.00.

This grant application requires a 1:1 cash match, meaning for every dollar awarded, the grantee must contribute an equal amount of funding from their own resources. Expenditures cannot be incurred until the grant contract is fully executed (all parties have signed), or July 1, 2026, whichever is later.

Recommendation

Approve the Cottage Grove Convention and Visitor Bureau to execute the grant agreement between Explore Minnesota and the Cottage Grove CVB.

Attachments

Explore MN 2027 Tourism Grant Application and Agreement.



This Grant Contract Agreement ("GCA") is between the State of Minnesota, acting through its Executive Director of Explore Minnesota ("State") and City of Cottage Grove, 12800 Ravine Pkwy S, Cottage Grove, MN 55016 ("Grantee").

Recitals

Under Minn. Stat §116U.30, the State is empowered to enter into this GCA. The State is in need of marketing programs initiated by the Minnesota tourism industry to stimulate travel, and for the amplification of Explore Minnesota's brand for the economic benefit of the State. The Grantee represents that it is duly qualified and agrees to perform all services described in this GCA to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. July 1, 2026, or the date the State obtains all required signatures, whichever is later.

Per [Minn. Stat. §16B.98, Subd. 5](#), the Grantee must not begin work until this GCA is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minn. Stat. §16B.98, Subd. 7](#), no payments will be made to the Grantee until this GCA is fully executed.

1.2 Expiration Date. April 16, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this GCA: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Grantee Duties

The Grantee, who is not a state employee, will:

- a) Market and promote tourism for the economic benefit of their community(ies) and perform the duties specified in Exhibit A: Specifications, Duties, and Scope of Work, which is attached and incorporated into this GCA.
- b) Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

3 Time

The Grantee must comply with all the time requirements described in this GCA. In the performance of this GCA, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the GCA. The Grantee is required to perform all the duties specified in Exhibit A, within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this GCA shall be paid by the State as follows:

4.1 Compensation. The total obligation of the State for all eligible reimbursements to the Grantee under this GCA is not to exceed **\$2,500**, which shall be paid in accordance with the terms outlined in Exhibit B: Reconciliation Checklist for Reimbursement, which is attached and incorporated into this GCA.

4.2 Administrative Costs. Not applicable.

4.3 Travel Expenses. Not applicable.

4.4 Conditions of Payment. All services provided by the Grantee under this GCA must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not receive reimbursement for work found by the State to be unsatisfactory or performed in violation of federal, state or local laws. Reimbursement shall be made by the State after the Grantee submits the required reconciliation documentation for the services performed and the written acceptance of such services by the State's Authorized Representative. All projects and expenditures must follow the **2027 Tourism Grant Program Guidelines**, which are incorporated in this GCA by reference in Exhibit A. Reimbursement documentation shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

- A. Reconciliation Deadline.** Requests for reimbursement must be submitted when all projects are completed but no later than May 28, 2027. Partial requests for reimbursement will not be accepted.
- B. Supporting Documentation.** To receive payment, submit a completed Reimbursement Request Form with all required supporting documentation, demonstrating a minimum 1:1 cash match, as outlined in Exhibit B or page 2 of the **2027 Tourism Grant Program Guidelines**.
- C. Matching Funds.** State funds paid to the Grantee under this GCA may not be used to match other state funds.
- D. Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Contracting and Bidding Requirements

5.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

5.2 Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

5.3 Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

5.4 The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- A.** [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- B.** [Metropolitan Council Underutilized Business Program](#)
- C.** Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

5.5 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

5.6 The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

5.7 Notwithstanding 5.1-5.4 above, the State may waive bidding process requirements when:

- A. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
- B. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

5.8 The Grantee and any subrecipients must comply with prevailing wage rules per [Minn. Stat. §§177.41 through 177.50](#), as applicable.

5.9 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6 Authorized Representatives

6.1 The State's Authorized Representative is Chelsea Fey, Industry Relations, 612-608-7433 (c), chelsea.fey@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this GCA. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 The Grantee's Authorized Representative is Phil Jents, City of Cottage Grove, 651-458-2860, pjents@cottagegrovemn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this GCA, the Grantee must immediately notify the state.

6.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this GCA on behalf of the Grantee.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this GCA without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

7.2 Amendments. Any amendment to this GCA must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original GCA or their successors.

7.3 Waiver. If the State fails to enforce any provision of this GCA, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This GCA contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this GCA, whether written or oral, may be used to bind either party.

8 Subcontracting and Subcontract Payment

8.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this GCA by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this GCA.

8.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minn. Stat. §16B.97, Subd. 4\(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.

8.3 During this GCA, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this GCA.

8.4 No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the GCA.

8.5 The Grantee must pay any subrecipient in accordance with [Minn. Stat. §16A.1245](#).

8.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this GCA by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this GCA.

10 State Audits

Under [Minn. Stat. §16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this GCA are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this GCA, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

11 Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this GCA. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights. Not applicable.

12 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this GCA, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State.

- A. Without Cause.** The State may terminate this GCA without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.
- B. With Cause.** The State may immediately terminate this GCA if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this GCA if further performance under the agreement would not serve agency purposes or performance under the GCA is not in the best interest of the State.

14.3 Termination for Insufficient Funding.

The State may immediately terminate this GCA if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this GCA. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this GCA without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the GCA. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the GCA may resume.

The State will not be assessed any penalty if the GCA is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

15 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this GCA shall identify the State as the sponsoring agency. Publicity includes, but is not limited to websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

16 Data Disclosure

Under [Minn. Stat. §270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Exhibits

The following Exhibits are attached and incorporated into this GCA. In the event of a conflict between the terms of this GCA and its Exhibits, or between Exhibits, the order of precedence is first the GCA, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work

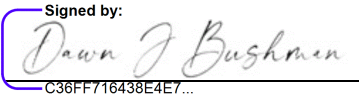
Exhibit B: Reconciliation Checklist

Grant Contract Agreement Signature Page

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

Name: Dawn Bushman

Signed by:  Date: 8/26/2026
C36FF716438E4E7...

Title: Contract Coordinator

SWIFT Contract No. 295879

SWIFT PO No. 8372

GCA Effective Date:

2. Grantee

With delegated authority.

Name: Jennifer Levitt

Signature: Date:

Title:

Organization:

3. State Agency

With delegated authority.

Name:

Signature: Date:

Title:

Exhibit A: Specifications, Duties, and Scope of Work

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minn. Stat. §16B.97, Subd. 4 (a).

The Tourism Grant program provides funding to support the tourism marketing campaigns and initiatives of primary nonprofit DMOs (501c3 or 501c6), municipal DMOs, and Tribal Nations for the economic benefit of their communities.

Funding

- The FY27 program will be funded from Explore Minnesota's FY27 general fund budget.
- The FY27 Tourism Grant program's total funding is \$500,000.

Eligibility

- Destination Marketing Organizations (DMOs) are defined as legally organized, nonprofit (such as a 501c6 or 501c3) Minnesota organizations whose primary purpose is to market their community or area for tourism or have been appointed this authority by the area(s) they represent.
- Municipal DMOs must be the primary marketing organization for their community or area, have designated staff that devotes time to marketing their community for tourism and have a tourism-focused website separate from their city website.
- Tribal Nations are the eleven federally recognized Tribal Nations that share geography with Minnesota.

Awards

- Award amounts vary based on the organization's total budget, with a maximum award of \$14,000.
- Municipal DMOs may receive up to \$2,500.
- Tribal Nations may receive up to \$14,000.

Requirements

- All awards require a 1:1 cash match.
- All grantees must have a current Explore Minnesota logo with a link to ExploreMinnesota.com on the homepage of their tourism website.

Exhibit B: Reconciliation Checklist

Completed forms and all supporting documentation must be emailed to EMNgrant@state.mn.us no later than **May 28, 2027**. Mailed materials will **not** be accepted.

Any request received after **May 28, 2027**, will not be accepted and the GCA will be canceled, and any expenses incurred by the grantee will be ineligible for reimbursement. Please refer to the [2027 Tourism Grant Program Guidelines](#) for more information.

For all projects, include the following in your reconciliation materials (see details below):

- Reimbursement Request Form
- Grant Performance Evaluation
- Proof of Service Requirement - vendor invoice(s)
- Proof of Payment Requirement – bank statements with canceled checks or credit card statements
- Screenshot of organization website homepage with the Explore Minnesota logo linked to exploreminnesota.com
- Proof of co-branding as applicable:
 - Proof of ad creative including Explore Minnesota logo
 - Link to videos and/or voiceover scripts with mention of Explore Minnesota
 - Copy of research report

Reimbursement Request Form

Only one request for reimbursement per grant award; no partial reimbursements will be accepted. Summarize all project expenses on one (1) reimbursement form. Failure to submit all required documentation for reimbursement will result in forfeiture of grant funds. Allow up to thirty days from the date all sufficient documentation is received by Explore Minnesota, for reconciliation, processing, and receipt of funds. If you cannot find your reimbursement form (emailed with your executed contract), please reach out to your Industry Relations rep (referenced as authorized rep in executed contract).

Project Performance Evaluation

Grantees should submit one (1) grant performance evaluation for eligible tactics utilized under the program.

Qualifying Proof of Service Requirement (Vendor Invoices)

All vendor invoices must be addressed to the grantee and include the following: vendor name, invoice number, vendor address, date(s) and detail of services rendered (*itemized, not summary/statement*), and publication run date(s), if applicable.

All vendor invoices must show a minimum of a 1:1 cash match. Refer to the [2027 Tourism Grant Program Guidelines](#), page 2, for more information.

Insertion Orders, or the like, are not acceptable.

Qualifying Proof of Payment Requirement

Proof of payment documentation must show payment was made by the grantee. The following proofs of payment will only be accepted:

- Copy of the canceled check (with bank stamp on the back) that ties to the amount on the vendor invoice (your proof of service) and clearly shows vendor name.
- Credit or debit card bank statement that clearly ties vendor name and amount charged.
 - If using a 3rd party payment service (such as PayPal), please provide the 3rd party documentation of charges and your bank statement linking your payment to the 3rd party.
 - Please redact only private data (bank or credit card account numbers and full legal names).

EMN is providing an alternative option for qualifying proof of payment for tribes and municipalities if they cannot meet the above criteria.

For Tribes

Tribes are required to submit their general ledger in relation to the service, along with an additional invoice (beyond their proof of service invoice) that includes the following details to serve as proof of payment:

- An invoice that explicitly reflects the grantee payment and indicates a zero balance, verifying payment through the vendor.
- This invoice must be dated separately from the initial invoice, confirm payment, and display a zero balance.

For Municipalities

Municipalities should contact their city administration to obtain written and signed confirmation that payment has been processed. A zero-balance invoice must accompany this written confirmation and include the following information to serve as proof of payment:

- An invoice that explicitly reflects the grantee payment and indicates a zero balance, verifying payment through the vendor.
- This invoice must be dated differently from the initial invoice, confirm payment, and display a zero balance.

Proof of Advertisement and Co-Branding

For the tactics listed below, you must show proof of Explore Minnesota inclusion:

Tactics	Proof of Advertisement
Print advertising	Digital file or copy of tear sheet <i>The size of the Explore Minnesota logo must be legible and proportionate to the size of the ad.</i>
Digital advertising	Image file or screenshot of ad(s) <i>Mobile Ads sized 320px x 50px and Native Advertising campaigns where the Explore Minnesota logo cannot be accommodated must link to a landing page where the Explore Minnesota logo is present.</i>
Television & video	Video file or link to video <i>A current Explore Minnesota logo must be used at the beginning or ending frame of the video or in a lower corner throughout the video, and its size must be legible and proportionate to the size of the video.</i>

Radio/audio streaming	Script or audio file <i>Audio must include the phrase “Explore Minnesota” in the script/voiceover.</i>
Billboard or out-of-home advertising	Photo or digital file of ad <i>The size of the Explore Minnesota logo must be legible and proportionate to the size of the billboard.</i>
Paid & organic social media	Screenshot of social post <i>Organic social posts administered by a third-party vendor and paid social ads require including the Explore Minnesota handle in the post or ad copy/text.</i>
Direct mail campaigns	Digital file or photo of mail piece <i>A current Explore Minnesota logo must be used, and its size must be legible and proportionate to the size of the direct mail piece.</i>
Fulfillment pieces (i.e., maps, brochures, visitor guides)	Digital file or copy of front cover <i>The Explore Minnesota logo must be on the front cover, and it must be legible and proportionate to the size of the printed piece.</i>

In accordance with [Minnesota Management and Budget Statewide Operating Policy 0801-01](#), payment shall be made within 30 days’ following the State’s Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.



City Council Action Request

8.A.

Meeting Date	9/2/2026				
Department	Finance				
Agenda Category	Action Item				
Title	Approve Disbursements				
Staff Recommendation	Approve disbursements from 08-14-2026 through 08-27-2026 in the amount of \$7,765,872.45.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Expense Approval Report 9-2-2026 Council Meeting</td></tr><tr><td>2.</td><td>Payroll Check Register 9-2-2026 Council Meeting</td></tr></table>	1.	Expense Approval Report 9-2-2026 Council Meeting	2.	Payroll Check Register 9-2-2026 Council Meeting
1.	Expense Approval Report 9-2-2026 Council Meeting				
2.	Payroll Check Register 9-2-2026 Council Meeting				



City Council Action Request

11.A.

Meeting Date	9/2/2026				
Department	Finance				
Agenda Category	Action Item				
Title	Adopt Preliminary Property Tax Levy				
Staff Recommendation	Adopt Resolution 2026-124, Adopting the Preliminary 2026 Property Tax Levy Collectible in 2027.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo Preliminary Property Tax Levy Adoption 09-02-2026</td></tr><tr><td>2.</td><td>2026-114 Resolution Adopting Preliminary Tax Levy</td></tr></table>	1.	Memo Preliminary Property Tax Levy Adoption 09-02-2026	2.	2026-114 Resolution Adopting Preliminary Tax Levy
1.	Memo Preliminary Property Tax Levy Adoption 09-02-2026				
2.	2026-114 Resolution Adopting Preliminary Tax Levy				



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

From: Brenda Malinowski, Finance Director

Date: September 2, 2026

Subject: 2026 Preliminary Property Tax Levy Collectible 2027

INTRODUCTION

The City is required to adopt a preliminary property tax levy each year by September 30th. The preliminary levy is used by Washington County to prepare the notices of estimated property taxes. These notices are mailed to each property owner in November. The notice will include the public meeting where the budget will be discussed. This meeting will take place on December 2nd at 7:00 pm at Cottage Grove City Hall. At the December 2nd meeting, the final tax levy will be adopted. The final tax levy can be lower than the preliminary levy, but it cannot be more than the preliminary levy.

The annual budget process is guided by policies, ordinances, and the Strategic Plan which have been adopted by the City Council. Four Strategic Directions have guided the budget process.

- Engaging residents where they are
- Continuing sustainable growth
- Making Cottage Grove a recreation destination
- Remaining an employer of choice

A ten-year Financial Management Plan (FMP) was completed in 2023 that included all current and future operating costs, equipment replacement, the capital improvement plan, existing and future debt, and tax base growth. The FMP is based on certain assumptions such as expenditure increases at 4% and non-property tax revenue increases at 2%. The FMP also included a 2% increase in taxable value on the median home. The outcome of the FMP was to target a city property tax increase of \$100 per year on the median home although an increase of \$100 was needed in the first year. The FMP was used in the preparation of the 2027 property tax levy and budget.

The 2027 budget process began in January with the strategic planning session. In addition, there were three budget workshops that were open to the public held from May through July. During these workshops budget requests were reviewed by the Council and the impacts of these requests on the property tax levy were analyzed, including the impacts on future budgets.

A Fire Coverage study was completed in 2026 that identified the need for additional firefighter/paramedics in the City. Due to the results of this study, the 2027 budget includes these firefighter/paramedics funded in part with a SAFER grant.

DISCUSSION

Taxable Values

Washington County sets the taxable values for the City. Preliminary estimates from Washington County include an increase in taxable values of 4.15%. Approximately half of the increase is due to new construction, and half is due to higher existing values. The median home increased in value by 2.04%.

	Final Pay 2026	August Estimate for Pay 2027	% Change
Estimated Market Values	\$6,749,463,600	\$7,025,218,800	4.09%
Taxable Market Values	\$6,483,248,600	\$6,752,288,000	4.15%
New Construction	\$168,170,700	\$119,671,700	-28.84%
Tax Capacity	\$72,462,319	\$75,605,018	4.34%
Local Taxable Value	\$66,745,016	\$69,658,836	4.37%

Property Tax Levy

The property tax levy for 2027 is proposed to increase by 10.25%.

	2026 Budget	2027 Proposed	Dollar Change	Percentage Change
City of Cottage Grove Levy				
General Fund Levy	\$23,781,200	\$25,965,900	\$2,184,700	9.19%
EMS Levy	70,000	467,000	397,000	567.14%
Equipment Levy	927,700	814,700	(113,000)	-12.18%
Municipal Building Levy	450,000	450,000	-	0%
EDA Levy	187,500	237,500	50,000	26.67%
Park Capital Levy	190,000	190,000	-	0%
Debt Levy	4,278,600	4,783,900	505,300	11.81%
Total Property Tax Levy	\$29,885,000	\$32,909,000	\$3,024,000	10.12%

	2026 Budget	2027 Proposed	Dollar Change	Percentage Change
HRA Levy				
HRA Levy	\$142,500	\$196,000	\$53,500	37.54%

	2026 Budget	2027 Proposed	Dollar Change	Percentage Change
Combined Property Tax Levies				
Total	\$30,027,500	\$33,105,000	\$3,077,500	10.25%

Note-2.25% of the 2027 property tax levy increase is due to the SAFER grant and the increase to the EMS levy.

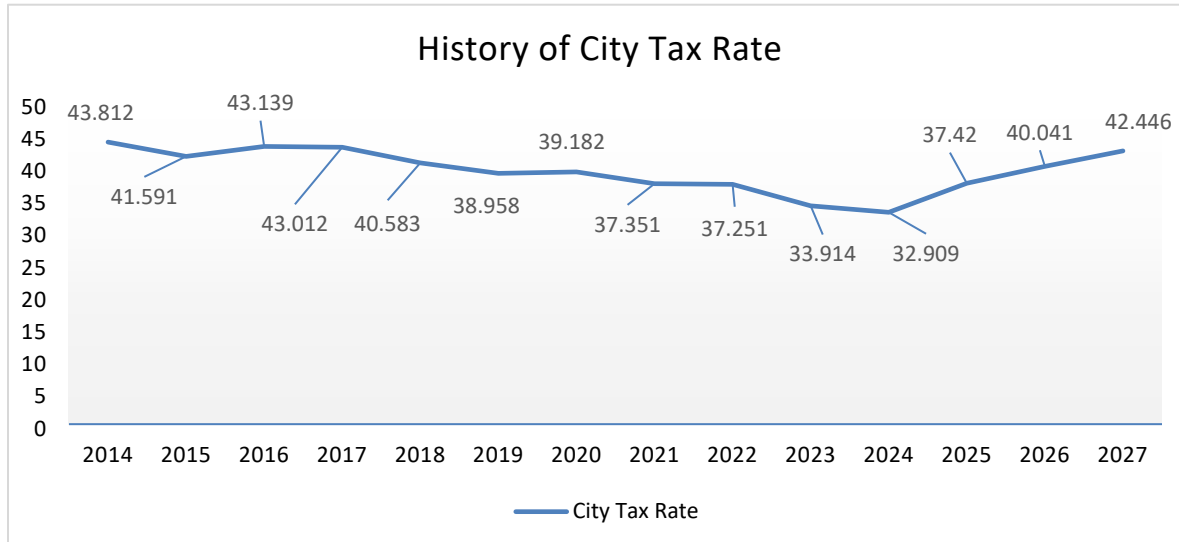
Budget requests submitted by departments totaled a potential property tax levy increase of approximately 13.15%. Departments worked collaboratively to identify expenditure reductions or revenue enhancements, resulting in a property tax levy reduction under the original 13.15%. In addition, City Council reviewed all aspects of the budget requests in coordination with the property tax impact. This is resulting in a 2027 property levy increase of 10.25%.

Changes in the property tax levy are as follows.

- The chief operating budget is the General Fund and contains the cost centers for police, fire, public works, and parks & recreation. The property tax levy for the General Fund will increase 9.19% to fund current operating costs, including salaries and benefits settled and anticipated to be settled in union contracts. In addition, there are 7 new firefighter/paramedic positions contingent on a SAFER grant.
- A property tax levy for EMS was included for the first time in the 2026 property tax levy. Due to declining reimbursements for EMS services and the likelihood that reimbursements will not increase significantly in the near future, there is a significant increase in the 2027 property tax levy in order to provide the service to the City.
- The Equipment levy is proposed to decrease in 2027 in order to provide funding for EMS services. The purchase of two police vehicles was delayed until 2028 to allow for the decrease in the property tax levy.
- The Municipal Building levy is set at a zero percent increase and will fund the interfund loan for the PS/CH building, and building maintenance repairs identified in the PS/CH and Central Fire facilities maintenance study completed in 2025.
- The EDA levy increase is necessary to fund the current year operating costs of the EDA fund.
- The Park Improvement levy is set at a zero percent increase and is necessary for maintaining the existing park system in the City.
- The Debt levy is necessary to fund the principal and interest payments for bonds that have been issued in the past for various pavement management, street projects, building projects, and equipment purchases. The increase in the levy is due to addition of the 2026 bond issuance.

Property Tax Rate and City Property Taxes

The City's Property tax rate is calculated by dividing the Net Tax Levy (Gross Levy less Fiscal Disparities Distribution) by the Local Taxable Value. Based on the proposed property tax levy, the tax rate for 2027 is estimated to be 42.446%, an increase of 6%. The HRA levy is included in the tax rate calculation for 2025 through 2027.



Based on the preliminary values from the County and the proposed property tax levy, the 2027 tax impact for the median home is shown below:

	2026		2027			
	Market Value	City Property Tax	Market Value	City Property Tax	% Increase Market Value	City Property Tax Change
Median Home	\$368,400	\$1,421	\$375,900	\$1,541	2.04%	\$120

Note-\$33 of the 2027 property tax increase to the median home is due to the City portion of the SAFER grant and the increase to the EMS property tax levy.

Budget Accomplishments

The 2027 proposed budget accomplishes several important objectives:

- Provides for the city's portion of the SAFER Grant to hire 7 firefighter/paramedics.
- Continues to provide the same level of city services including but not limited to police, fire, street, snowplowing, parks, and recreation services.
- The City continues to be well positioned to respond to changes in the economy and economic uncertainty.
- Demonstrates stewardship of capital assets by including the replacement of capital equipment and city infrastructure that have been identified in the Financial Management Plan and Capital Improvement Plan.
- Maintains the distinction to be an employer of choice.
- Provides managed growth in staffing positions needed for a growing community, by including new positions in the 2027 budget.
- Meets the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Maintains the fund balance target for the General Fund.

Other items

One-time public safety aid

The city received \$1,733,090 in one-time public safety aid in 2023. These funds were utilized in the 2024–2026 budgets. Beginning in 2027, positions initially funded by this aid will transition to property tax levy support. The levy impact was 0.86% in 2026 and is 1.42% in 2027. For 2027, these positions and operating expenditures total \$1,106,000 and are now included in the 2027 property tax levy.

Description	2024 Budget	2025 Budget	2026 Budget
Police Officers (2 FTE's)	\$205,600	\$116,000	\$63,800
Firefighter/Paramedics (3 FTE's)	222,750	156,750	86,200
Fire staffing plan	64,000		
Paramedic school for PT firefighters		36,000	
Deputy Fire Chief		177,000	183,300
Standards of coverage study		50,000	
Toughbook computers and watchguard	188,000	103,000	79,690
Total	\$680,350	\$638,750	\$412,990

SAFER grant

A SAFER grant application was submitted this summer for seven additional firefighter/paramedic positions, based on the Fire Coverage Study. Notice of the grant will be received this fall. The City required match is included in both the budget and the FMP.

The estimated 2027 City costs for salaries and benefits are incorporated into the 10.25% levy increase.

Grant Funding Percentage

	Federal	City Match	Estimate of City Match of SAFER grant
2027	75%	25%	\$260,000
2028	75%	25%	\$280,000
2029	25%	75%	\$706,000
2030	0%	100%	\$1,159,000

In addition, additional dorm rooms and office space remodeling will be necessary at Central Fire at an additional cost of \$375,000. It is recommended to fund the dorm rooms and office space with funds available in the Future Projects Fund.

EMS Fund

In 2025, an operating transfer for \$850,000 was authorized to fund the ambulance delivered in January 2026 and to correct the negative EMS cash balance. Operations continue to run at a deficit due to low reimbursement rates that do not keep pace with rising service costs. It is now likely that reimbursement rates will not increase significantly in the near future. Therefore, the 2027 budget increases the EMS property tax levy from \$70,000 in 2026 to \$467,000 in 2027 and \$586,000 in 2028. Even with this increase, all seven proposed SAFER firefighter/paramedic positions will be funded 100% in the General Fund.

EMS Fund	2024 Actual	2025 Actual	2026 Budget	2027 Budget	2028 Budget
Operating Revenues:					
EMS Revenues	\$6,875,298	\$7,268,053	\$7,023,100	\$7,683,000	\$7,683,000
Mandatory deductions	(3,898,473)	(4,314,032)	(3,878,400)	(4,435,000)	(4,435,000)
Bad Debt	(844,419)	(662,741)	(829,800)	(800,000)	(800,000)
Net Operating Revenues	\$2,132,406	\$2,291,280	\$2,314,900	2,448,000	2,448,000
Operating Expenses:					
Personnel	\$1,639,714	\$1,899,634	\$2,202,700	\$2,118,100	\$2,236,700
Commodities	96,192	108,394	119,230	119,760	123,940
Contractual	415,635	466,320	536,070	545,940	565,060
Depreciation	108,860	118,719			
Total Operating Expenses	\$2,260,401	\$2,593,067	\$2,858,000	\$2,783,800	\$2,925,700
Operating income(loss)	(127,995)	(301,787)	(543,100)	(335,800)	(477,700)
Transfer for Admin Costs	(103,825)	(106,940)	(110,100)	(113,400)	(116,800)
Property Tax Levy			70,000	467,000	586,000
Nonoperating rev. / (exp.)	20,394	63,298		20,000	20,000
Change in Net Position	(\$211,426)	(\$345,429)	(\$583,200)	\$37,800	\$11,500

(Note-2025 Operating Transfer from General Fund of \$850,000 excluded for comparability between years. In addition, 2026 Property Tax Levy of \$300,000 for an ambulance purchase excluded for comparability between years.)

A future change in the operating model or service area may require additional revenue (property tax levy or operating transfer) or expenditure reductions.

Equipment Replacement Fund

The Equipment Replacement Fund funds governmental activities equipment over \$15,000 with a useful life over 5 years. Equipment requests from departments totaled \$2.6 million for 2027 and \$3.3 million for 2028. Staff in Public Works, Parks & Recreation, Police, and Fire collaboratively prioritized requests to identify equipment that fell within the funds available. As a result, the 2027 budget includes \$1.4M of proposed equipment replacement requests funded with a property tax levy of \$814,700 and existing fund balance in the Equipment Replacement Fund. The 2028 budget includes \$979M of proposed equipment replacement requests funded with a property tax levy of \$1,227,700. Furthermore, all 2027 and future equipment replacement requests are now included in the property tax levy to lessen the debt service impact in the FMP. There was a last-minute reduction in the 2027 equipment replacement property tax levy from \$927,700 to \$814,700. Public Safety Director Petersen recommended moving two police administrative vehicle replacements into the future in order to increase the property tax levy to fund EMS operations.

Financial Management Plan (FMP)

The FMP, completed in 2023, incorporated current and future operating costs, the capital improvement plan, existing and projected debt, and anticipated tax base growth. It is based on assumptions including a 4% annual increase in expenditures and a 2% annual increase in non-property tax revenues. The plan added one new position per year. As a reminder, the FMP targets a \$100 annual city property tax increase on the median home, though the first year required an increase of \$110.

Prepared as part of 2026 Budget	2027	2028	2029	2030	2031	2032	2033	2034	2035
Median Home	\$112	\$103	\$93	\$83	\$102	\$78	\$76	\$84	\$63

Not included in the FMP above is the addition of seven firefighters through the SAFER grant and increasing the property tax levy for EMS. In addition, additional increased future bond issuance amounts that are included in the 2027-2031 Capital Improvement Plan are included below. This is having an impact on the median home.

Prepared as part of 2027 Budget	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Median Home	\$120	\$150	\$146	\$142	\$105	\$91	\$84	\$85	\$69	\$104

Operating Budget Highlights

Personnel

- New positions in the 2027 budget include:
 - One firefighter/paramedic (funded with PT salary savings) and one accountant (both positions authorized in 2026)
 - Seven firefighter/paramedic positions contingent on SAFER grant approval.
 - Code Enforcement Officer position (Transition from a six-month position to full-time position; funded by rental licensing revenue and building permit revenue)
 - Street light electrician position. (Funded by the Street Light Fund)
 - One six-month seasonal in the fleet and building maintenance division.
- Labor contracts for all unions will expire on 12/31/2026. Two contracts have been settled for 2027 and 2028. Personnel costs have been included in the preliminary budget based on the settled contracts and anticipated costs for three contracts to be settled.
- 0.55% for Paid Family and Medical Leave was included in the budget. The other 0.44% of this expense is paid by the employees per the arranged agreement in the union contracts and the Personnel Policy for the Non-represented employees.

Commodities and Contractual

- Commodities and contractual services include a 2.85% increase before budget additions and 4.70% after budget additions. Budget additions include price increases for salt and asphalt, and PP&E for the seven firefighter/paramedics. Internal service fund allocations have been included in the amount needed to fund current operating expenditures. A budget contingency has been included in the budget that can be utilized to fund commodities and contractual services if unexpected cost increases arise during the year.

Capital

- Included in the Equipment Replacement Fund is \$1.4 million of equipment purchases for 2027. The equipment replacement is necessary for providing the same level of service as in the past.

2027 Equipment	Replaces	Amount
Four police vehicles	Existing squads	\$344,300
Fire Chief squad	26-3117-15	80,000
Message board trailer	31-0050-11	33,000
Mower 16-foot	41-8511-18	190,000
Mower	41-8502-19	125,000
Tandem water tanker	31-6002-93	350,000
Ride-on scrubber/sweeper	33-8602-12	95,000
Vehicle for engineering	Addition	50,000
Crew cab pick-up	Addition	90,000
Scissor lift	Addition	25,000
Total		\$1,382,300

- One speed trailer is included in the General Fund for \$11,000. The replacement of one warning siren head is included in the General Fund for \$15,000.

Discussion:

Adopt Resolution 2026-124, approving the Preliminary 2026 Property Tax Levy Collectible in 2027.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-124
RESOLUTION ADOPTING THE PRELIMINARY 2026 TAX LEVY
COLLECTIBLE IN 2027**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following amounts are proposed to be levied for the current year, collectible in 2027, upon the taxable property in the City of Cottage Grove for the following purposes:

	Total
General Levies	
General Fund	\$25,965,900
Public Safety/City Hall Interfund Loan & Municipal Building Fund	450,000
Economic Development	237,500
Emergency Medical Services (EMS)	467,000
Park Capital	190,000
Equipment Levy	814,700
Total General Levies	28,125,100
Debt Levies	
2016A GO Refunding Bonds (Ice Arena)	100,000
2017A GO Capital Improvement Plan Bonds (Fire Station)	510,000
2019A GO Capital Improvement Plan Bonds (HERO)	297,000
2019B GO Equipment Certificates (Ice Arena)	351,000
2015A GO Improvement Bonds (Pavement Management)	318,100
2016B GO Improvement Bonds (Pavement Management)	250,000
2018A GO Improvement bonds (Ravine Parkway)	100,000
2021B GO Improvement Refunding Bonds (PM & Hinton)	535,200
2021A GO Improvement Bonds (Pavement Management)	230,000
2023A GO Improvement & Abatement Bonds (PM & Glacial Valley)	390,400
2024A GO Improvement Bonds (PM, SROP, & Equipment)	450,000
2025A GO Improvement Bonds (PM & Equipment)	649,000
2026A GO Improvement Bonds (PM, Equipment & Oltman Park)	603,200
Total Debt Levies	4,783,900
Total Property Tax Levy	\$32,909,000

BE IT FURTHER RESOLVED that there are sufficient sums of money in the Debt Service funds of the City which are irrevocably pledged, together with the above Debt levies to pay principal and interest in 2027 on all outstanding bond issues and internal loan obligations established by previous City Council resolutions and the deferred annual tax levies previously certified to the County Auditor are hereby cancelled and replaced by the above debt service levies.

Passed this 2nd day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

13.A.

Meeting Date	9/2/2026		
Department	Community Development		
Agenda Category	Presentation		
Title	Imagine 2050 Comprehensive Plan Update Kickoff		
Staff Recommendation	Receive overview of Imagine 2050 Comprehensive Plan Update and engagement plan.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2050 Comprehensive Plan Kickoff CC Memo</td></tr></table>	1.	2050 Comprehensive Plan Kickoff CC Memo
1.	2050 Comprehensive Plan Kickoff CC Memo		

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

FROM: Emily Schmitz, Community Development Director

DATE: August 18, 2026

RE: Imagine 2050 Comprehensive Plan Update Kickoff

Background

The Metropolitan Land Planning Act (§473) requires the Metropolitan Council to create regional plans and policies to guide growth and manage regional systems for transportation, aviation, water resources, and regional parks. The law also requires local governments to update their comprehensive plans at least once every ten years. Under the law, the Metropolitan Council reviews local comprehensive plans to ensure they are in accordance with the overall framework provided by the regional plans. The review helps determine how a community's planned actions relate to the interests of the whole region over the long term. It helps ensure that costly public infrastructure, like roads and sewers, are built in an economical and coordinated fashion, so that user fees and tax dollars are spent wisely.

The Metropolitan Council provides each community with a Systems Statement that outlines the implication of metropolitan system plans for each community in the region. The metropolitan system plans are long-range comprehensive plans for regional systems including transit, highways, wastewater services, and parks/open space. The Systems Statement includes information specific to the community including community designation, forecasted population, households, and employment through 2050; guidance on appropriate densities to ensure that regional services and regional infrastructure can be provided as efficiently as possible; and an affordable housing need allocation. A finalized Systems Statement was received in March 2026.

The Met Council reviews each community's Comprehensive Plan to ensure that it aligns with the Systems Statements provided. Surrounding communities are also given the opportunity to review and comment on the proposed Comprehensive Plan update.

The Thrive MSP 2040 Comprehensive Plan was adopted by the City Council in October 2020. At this time, local communities within the seven-county metro area are required to update their Comprehensive Plans in accordance with the Met Council's Imagine 2050 regional development guide standards by the end of 2028. The proposed 2050 Comprehensive Plan update will extend the current plan's growth outlook from 2040 through 2050.

What is the Comprehensive Plan

Cities are granted the authority to regulate land use by the Municipal Planning Act (Minn. Stat. 462.351). For cities engaged in land use regulation, the Municipal Planning Act provides the framework and road map that all cities within the seven-county metro area must follow.

The comprehensive plan provides strategic vision and goals that are crucial in guiding the overall development in the community. The overall planning principles the City will use to guide public and private investments in the coming years will partially be based on the comprehensive plan.

Cities regulate land use through three basic tools:

- The comprehensive plan
- The zoning ordinance
- The subdivision ordinance

These planning tools harmonize and interact in important ways to protect and promote sound development for the City. The comprehensive plan helps the City look to the future, as it guides current and future development in administering its zoning and subdivision ordinances. The City's subdivision ordinance regulates the division of land into smaller lots and the creation of blocks and neighborhoods with safe streets, appropriate environmental features, and character. The zoning ordinance regulates the use and density for residential, commercial, industrial, and agricultural purposes to promote the health, safety, morals, and general welfare of the community and encourage the most appropriate use of land.

Current Comprehensive Plan

The City of Cottage Grove's existing Thrive MSP 2040 Comprehensive Plan consists of ten chapters and four appendices that as a collective whole detail the goals and policies for the community's growth and development. Each chapter details a specific topic related to development including land use, housing, transportation, parks/open space, economic development, and water resources.

Updated Comprehensive Plans aligning with the Imagine 2050 guide are required to be adopted by the end of 2028.

Timeline

The Imagine 2050 Comprehensive Plan Update will take approximately two years from kickoff to adoption. Between August 2026 and December 2028, kickoff meetings will be held internally and with the City Council; Planning Commission; Economic Development Authority; Parks, Recreation and Natural Resource Commission; Public Services Commission; and the Advisory Committee on Historic Preservation.

The Future Land Use Map will be the first item completed as it sets the direction of all other chapters of the Plan. The Future Land Use Map should be finalized by early 2027. The Land Use Map guides the updates for all additional Plan chapters as the foundation for proposed growth areas and needed planned infrastructure to support the growth.

In late 2026 and early 2027 the Communications Department will begin a campaign to engage residents, business owners, and property owners in the update process. Community engagement is a vital part of the Comprehensive Plan update process to hear from residents on needs and desires for the community. The engagement plan includes a website, survey, workshops, and social media outreach and education on the process and ways for residents to engage.

Throughout 2027 the Comprehensive Plan Update will be drafted and reviewed by each subcommittee as necessary. By late 2027, the Plan will be ready for final reviews by City staff, the Commissions, and Council. Going into 2028, the Plan will be reviewed by neighboring communities and the Met Council for anticipated adoption by the City Council in late 2028.

Recommendation

Receive overview of Imagine 2050 Comprehensive Plan Update and engagement plan.