



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

September 16, 2026

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A 2026 Food Truck Festival Update
Staff Recommendation: Receive the 2026 Cottage Grove Food Truck Festival and Mississippi River Valley Beyond The Yellow Ribbon Walk/Run/Ruck for Heroes information.
- 7 Consent Agenda
 - A Convention and Visitors Bureau Meeting Minutes (2026-06-02)
Staff Recommendation: Approve the Convention and Visitors Bureau Meeting Minutes (2026-06-02).
 - B Election Judge Appointment – General Election November 3, 2026
Staff Recommendation: Approve Resolution 2026-136 and the appointment of the election judges listed in Exhibit A for the General Election on November 3, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.
 - C Direct Primary Care Agreement - Kavira Health, LLC.
Staff Recommendation: Approve the attached Direct Primary Care Agreement with Kavira Health, LLC. The agreement has been reviewed by the City Attorney's office. Funds from the self-insurance fund (9700) would be used to pay for the services.
 - D 2027-2028 Firefighters Labor Contract
Staff Recommendation: Approve the 2027 - 2028 labor contract with the Firefighters Union. All wage and benefits costs have been budgeted for in the 2027 budget.
 - E Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - F Utilities Superintendent - Rasmussen
Staff Recommendation: Appoint Matt Rasmussen as Utilities Superintendent, at grade 21, step 6 of the Non-represented Pay Plan. All wages and benefits for the position are within the approved budget. The start date will be as soon as possible.
 - G Professional Services Agreement - True North
Staff Recommendation: Authorize executing agreement for professional services with Dr. Amy Schweigert of True North Psychology & Consulting.

- H Professional Service Agreement - LE-AST Services
Staff Recommendation: Authorize executing the agreement for professional services with LE-AST Services.
- I Washington County Opiate Settlement Fund Grant Application
Staff Recommendation: Authorize the Fire Department to apply for FY2027 funding through the Washington County Opiate Settlement fund for up to \$125,000 to support Community Paramedic opioid response.
- J Sale of Surplus Property - Fire Department
Staff Recommendation: Authorize the Fire Department to advertise and sell surplus property on Cranky Ape and/or MNBid.
- K Assessment of Unpaid Special Charges on Private Property
Staff Recommendation: 1) Adopt Resolution 2026-125, Declaring costs to be assessed and ordering preparation of the proposed assessment roll for unpaid special charges from private property. 2) Adopt Resolution 2026-126, Calling for a public hearing on proposed assessments for unpaid special charges from private property.
- L 2026 Pavement Management Project – Declare Costs to be Assessed and Call for Public Hearing
Staff Recommendation: 1) Adopt Resolution 2026-129 declaring the costs to be assessed and ordering preparation of proposed assessment roll for the 2026 Pavement Management Project. 2) Approve Resolution 2026-130 calling for a public hearing to be held on October 7, 2026, for the 2026 Pavement Management Project.
- M Defensive Driving Training Contract
Staff Recommendation: Authorize the Customized Training Income Contract between Dakota County Technical College and the City of Cottage Grove.
- N 2026-2028 Tree Trimming Contract
Staff Recommendation: Authorize resolution 2026-131, awarding the quote for boulevard tree trimming services to Birch Tree Care in the amount of \$158,710 for the 2026-2027 trimming season, and authorize the service agreement for the Two-Year Boulevard Tree Trimming Project with unit prices held for the 2027-2028 season.
- O Low Zone Water Treatment Plant Change Order # 6
Staff Recommendation: 1) Approve Change Order #6 in the amount of \$142,025.11, for the Low Zone Water Treatment Plant project (\$112,919.11 of which is funded by the 3M Settlement and \$29,106.00 of which will be paid by Stantec), increasing the current contract amount from \$40,877,977.99 to \$41,020,003.10. 2) Execute the attached release related to Stantec's payment.
- P Right-of-Way Agreement - Forged Fiber 37
Staff Recommendation: Approve the Right-of-Way Permit Agreement with Forged Fiber 37, LLC.
- Q 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street South to Tee-Intersection), and TH 61/80th Street Interchange Rehabilitation Project – Declare Costs to be Assessed and Call for Public Hearing
Staff Recommendation: 1) Adopt Resolution 2026-127 declaring the costs to be assessed for the 80th Street (TH 61 to Ideal Ave) and East Point Douglas Road (80th Street South to Tee-Intersection) project. 2) Adopt Resolution 2026-128 calling for a public hearing to be held on October 7, 2026, for the 80th Street (TH 61 to Ideal Ave) and East Point Douglas Road (80th Street South to Tee-Intersection) project.
- R Still Ponds Park Reserve Natural Resources Management Plan Amendment
Staff Recommendation: 1. Approve Still Ponds Natural Resources Management Plan Amendment. 2. Approve grant application for the MN Department of Natural Resource's Conservation Partners Legacy grant in the amount of \$480,000 to restore Still Ponds Park management units 1 and 3 in accordance to the amended Natural Resources Management Plan.

S Peterson Park Plans and Specifications Service Agreement

Staff Recommendation: Authorize professional service agreement with Loucks, Inc. for development of plans and specifications for Peterson Park for \$46,500.

T Denzer Irrigation Pump Station Service Agreement

Staff Recommendation: Authorize service agreement (with alterations as necessary by City Attorney) with Peterson Companies for Denzer Park irrigation pump station work in the amount of \$26,633.

8 Approve Disbursements

A Approve Disbursements

Staff Recommendation: Approve disbursements from 08-28-2026 through 09-10-2026 in the amount of \$4,573,935.65.

9 Public Hearings

A Geneva Meadows 2nd Addition

Staff Recommendation: 1) Hold the public hearing for the easement vacation. 2) Adopt Resolution 2026-132 vacating public drainage and utility easements located within the City of Cottage Grove, Minnesota. 3) Adopt Resolution 2026-133 approving the Final Plat for Geneva Meadows 2nd Addition, subject to minor modifications as approved by the City Attorney. 4) Approve the Geneva Meadows Development Agreement with U.S. HOME, LLC D/B/A LENNAR subject to minor modifications as approved by the City Attorney. 5) Adopt Resolution 2026-134 approving the Geneva Meadows 2nd Addition Development Plans dated 8/25/2026, prepared by Pioneer Engineering, subject to final approval by the City Engineer in writing.

10 Bid Awards

A Well #10 Interim Water Treatment Plant Decommissioning Project

Staff Recommendation: Adopt resolution 2026-135 awarding the Well No. 10 Interim Treatment Plant Decommissioning Project to Boulder Creek, Inc., in the amount of \$194,494.00.

11 Regular Agenda

A Minnesota Fire Engine Strike Team Pilot Program Participation

Staff Recommendation: Authorize the Cottage Grove Fire Department to participate in the Minnesota State Fire Marshal Engine Strike Team Pilot Program.

12 Council Comments and Requests

13 Workshops - Open to Public

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date	9/16/2026		
Department	Administration		
Agenda Category	Presentation		
Title	2026 Food Truck Festival Update		
Staff Recommendation	Receive the 2026 Cottage Grove Food Truck Festival and Mississippi River Valley Beyond The Yellow Ribbon Walk/Run/Ruck for Heroes information.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026 Food Truck Festival Update</td></tr></table>	1.	2026 Food Truck Festival Update
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TO: Honorable Mayor and Council
Jennifer Levitt, City Administrator

FROM: Jaime Mann, Assistant to the City Administrator
Patrick Nickle, Deputy Director of Public Safety/Patrol Captain

DATE: September 10, 2026

RE: Food Truck Festival Update

Discussion

Discover Cottage Grove is well on the way to planning our 4th Annual Cottage Grove Food Truck Festival. The event will take place at Kingston Park on Saturday, September 19 from 11 a.m. to 6 p.m.

Food Trucks

The goal this year is to have 35 food trucks. So far this year, there are 32 food trucks that have completed all steps of their paperwork and have paid their entry and license fees. Another 3 food trucks are in various stages of paperwork completion or are just waiting on submitting their payment. We do still have a waitlist of interested trucks if any of the 3 outstanding trucks fail to complete their applications or payment. Below is the list of food trucks that have completed all their paperwork and paid their fees.

Food Trucks	
612 Teppanyaki Japanese Grill	iPierogi
Amazing Momo	Lucinda's Lemonade & More
ASIAN INVASION/CHOPSTIX	Minnesnowii Shave Ice
Auntie M's Gluten Free	Olakino Shakes
Bunk House	Original Hockey Mom Brownies
California Dip&Eat	Paella Depot
D&D Goodies	Pharaohs Gyros
Dearest Baker Macarons	Sambusa Samosa
Deep Roots Concessions	Shoo-Ga Cane Juice Bar and Eatery
DOUGH GOLD	Smith Brothers BBQ
Eggroll Queen	Thai Thai Street Food
Frios Gourmet Pops	Thai Boat 89
Grand-Line Donburi	Twin Cities Tacos
Hungry Boys Taqueria	Whiskey Creek BBQ
Hydration Shuttle LLC	YANG YUMM
Inferno Wood Fired Pizza	Yum Yum Truck

Sponsorships

The goal this year was to get \$8,000 in sponsorship to help cover the expense of hosting and promoting the event. This year, we are currently at \$8,500 in paid and in-kind sponsorships from 12 different companies which are listed below.

Sponsorships	
Bolton & Menk	Platinum Sponsor
Curbside Productions (In-Kind)	Platinum Sponsor
North Star Sheets	Platinum Sponsor
SoWashCo CARES (In-Kind)	Platinum Sponsor
Stantec	Platinum Sponsor
Tennis Sanitation (In-Kind)	Platinum Sponsor
Van Meter	Platinum Sponsor
3M	Gold Sponsor
American Solutions for Business – Mary Slusser (In-Kind)	Silver Sponsor
Gateway Fiber	Silver Sponsor
Graphic Design, Inc. (GDI)	Silver Sponsor
River Oaks	Silver Sponsor

Marketplace

This is the third year of hosting the vendor marketplace at the Food Truck Festival. The goal this year is to have 21 vendors participating in the event which will run along the path to the north parking lot at Kingston Park. Currently, there are 30 vendors confirmed for the event. Below is a list of vendors that have completed all their paperwork and paid their vendor fee.

Marketplace Vendors	
beem Light Sauna	Northern Pine Co. Boutique
BuDiBox	O2B Kids
Burn Boot Camp	Once upon a Wish Travel
Colorburst Creations 3D	Pet Wants
Cottage Grove Area Chamber of Commerce	Prairie Home Stone
Dance By Kris	Public Safety Board
Gateway Fiber	Renewal by Andersen
Gray Duck Syrup Co.	Safe Streets for All
Jeremy Bolen for Washington County Sheriff	Sarah's Foodie
KM Designery	Squeaky Services
Koskie Mfg.	T&M Creations LLC
Lifeline Chiropractic	The Chalk Bloc
LifeWise Academy	United by R&S Jewelry
Little Big Crystals	Vote Monique Garza
Michael for CG Council	Wolf River Electric

Entertainment

The CVB is excited to announce the musical lineup for the Food Truck Festival. There are two new bands coming to perform this year along with a new sound production company. Katelyn White will open the day from 11:00 a.m. to 2:00 p.m. Anti Skip Protection will be playing from 3 to 6 p.m. Curbside Productions is our new sound production company this year that will be providing lighting to enhance the stage visuals this year. In addition to that, Anti Skip Protection will also have old 90s music videos playing on a projector during their performance.

Other Activities

There are a few other activities going on during the Food Truck Festival. The Strawberry Fest Ambassadors will be back again this year with carnival games for the kids during the event. New this year, we have O2B Kids that will be hosting a kid's activity area next to the marketplace.

Also new this year, we have added a balloon artist to the event. Balloons by Kevin will be there twisting up delightfully created designs for our attendees. They will be there from 11 a.m. to 3 p.m. to cover the busiest times during the festival. Make sure to stop by their table which will be located next to the Discover Cottage Grove booth.

The Cottage Grove Lions Club will be back at the festival again this year serving an assortment of alcoholic beverages. SoWashCo CARES will be back selling wristbands for adults to enjoy beverages at the event. They are also collecting nonperishable snacks with donation buckets at the entrances and at their tent.

Discover Cottage Grove Booth

The CVB will be hosting a booth near the north entrance to the parking lot where swag will be handed out. The giveaways will be a combination of items that were purchased in past years to support events that the CVB attended.

Mississippi River Valley Beyond The Yellow Ribbon Walk/Run/Ruck for Heroes.

Mississippi River Valley Beyond the Yellow Ribbon is proud to host the 2nd Annual Run/Walk/Ruck to raise funds and support Veterans and their families in need. Participants can choose from a 5K, 10K, or our Heroes Challenge 15K, which includes carrying a 30-pound ruck sack on your back in honor of the Veterans and service members the organization proudly serves. The event will be on 9/19/26 and will start and finish at Kingston Park, with the route heading north. Whether you choose to walk with your family, enjoy a short run, or take on the Heroes Challenge, this is a great opportunity to get active while supporting a meaningful cause. Everyone who registers will receive a T-shirt, medal, and gift bag, and participants who complete the Heroes Challenge will also receive a special challenge coin. Participants can register at [https://runsignup.com/Race/MN/CottageGrove/MississippiRiverValleyBeyondTheYellowRibbon Races](https://runsignup.com/Race/MN/CottageGrove/MississippiRiverValleyBeyondTheYellowRibbonRaces) Come out, bring your family and friends, and help support those who have served our country!

Recommendation

Receive the 2026 Cottage Grove Food Truck Festival and Mississippi River Valley Beyond The Yellow Ribbon Walk/Run/Ruck for Heroes information.



City Council Action Request

7.A.

Meeting Date	9/16/2026		
Department	Convention and Visitors Bureau		
Agenda Category	Action Item		
Title	Convention and Visitors Bureau Meeting Minutes (2026-06-02)		
Staff Recommendation	Approve the Convention and Visitors Bureau Meeting Minutes (2026-06-02).		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2026-06-02 CG CVB Meeting Minutes (003)</td></tr></table>	1.	2026-06-02 CG CVB Meeting Minutes (003)
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COTTAGE GROVE CONVENTION & VISITORS BUREAU
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
COUNCIL CHAMBER - 7:30 A.M.

June 2, 2026

1. CALL TO ORDER

The Cottage Grove Convention and Visitors Bureau of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on June 2, 2026, at Cottage Grove City Hall, 12800 Ravine Parkway. Chairman Justin Olsen called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Chairman Olsen asked everyone to please join him in the Pledge of Allegiance.

3. ROLL CALL

Jaime Mann, Assistant to the City Administrator, called the roll: Chairman Justin Olsen-Here; Director Tony Khambata-Absent; Director Laurie Levine-Here; Director Erik Olsen-Here; Director Sarah Grecula-Here; Director Chris Reese-Arrived after Roll Call; Director Michael Haatvedt-Here.

MEMBERS ABSENT: Director Tony Khambata

STAFF PRESENT: Jennifer Levitt, City Administrator
Phil Jents, Communications Director
Jaime Mann, Assistant to the City Administrator

4. ADOPTION OF AGENDA

Motion by Director Levine to adopt the agenda; second by Director Olsen. Motion carried: 5-0.

5. APPROVAL OF MINUTES

Staff Recommendation: Approve the February 24, 2026 Convention and Visitors Bureau Meeting Minutes.

Chairman Olsen asked if there were any changes or comments on the minutes; there were none.

Chairman Olsen said the February 24, 2026 Convention and Visitors Bureau Meeting Minutes will stand approved by unanimous consent.

6. PRESENTATIONS

A. 2026-2030 River Oaks Business Plan

Chairman Olsen said our friend, Dennis, from River Oaks is here to talk to us a little bit about the 2026-2030 River Oaks Business Plan.

Dennis Neitz, General Manager, said thank you for the opportunity to come in today and just share a little bit about River Oaks Golf Course and what we have going on. Yes, I'm here to talk about a Business Plan, but sometimes I like to kind of go backwards a little bit and share about the last five years and some of the accomplishments and goals that we have gone through.

At River Oaks, we've really tried to stand apart from a lot of different places. We like to be a place where people feel welcome to come within the community, but not just in the community but to bring in people from outside the community, especially for the economic development of this room here, *Discover Cottage Grove*, but that is something that we do truly look at is bringing people in.

And, so, River Oaks at an overall glance, I'd say we're four different things:

- 1) We really focus on the golf course, about 85% of our business comes through golfers in one form or fashion or other.
- 2) We also have our Event Center where we bring in different groups, such as weddings, events, school events. It's a great place to host events, up to about 200 guests.
- 3) We also focus on our Eagles Bar & Grill patio; I would say the patio is one of our new prevalent things, as in the past year we've been able to purchase some new patio furniture, which if you haven't been out there is excellent. It's a nice place to sit, it's got the greatest sunsets here in Cottage Grove for a patio.
- 4) Outdoor Entertainment: We've got bocce ball, we've got bag stuff that we do, so throughout all four areas, it's kind of an entertainment place to come for people within the community and people coming in from outside the community.

2021-2025 Accomplishments

- We've been able to pay down about \$250,000 of our Irrigation Project.
- We've had about \$525,000 in profit.
- We've been able to reinvest about \$835,000 back into the golf course in capital improvements.
- We've surpassed the \$1.1 million in sales in the clubhouse, which is a good number for us that we continue to strive to climb.
- We've had over 40,000 rounds of golf annually at River Oaks, last year we had about 45,000 rounds, so the growth has been strong.
- It's been about a 35% growth over the last five years.

Growth

That leads us into how we got there:

- Customer Service: Our standards are high. We want to make sure that when you come out to River Oaks that you're treated well, you have good customer service, the people are sharing the vision of what we have to offer.
- Expanded Leagues and Community Events: We've expanded some of our leagues and community events. When people come in now, we've got bocce ball, it starts tonight, it's three nights a week, and actually about half of our teams come from outside of Cottage Grove, which is kind of fun to get people in here.
- Elevated Food & Beverage Operation: Through different ways, our patio furniture and things like that, we're elevating our food and beverage operation. Our patio this year has been off to a great start in May, which is kind of fun to see. It's been something that we've been working on for quite some time.
- Strengthened Reputation as a Premier Destination: We've also been trying to strengthen our reputation, our course conditions have been great. We had a little bit of winter kill over this past winter, but our course conditions, compared to many of the other courses around here, is starting to elevate itself.
- Golf Architects Guiding Improvements: We worked with a few different golf course architects over the last couple years to help share a vision, and I'll share that here in just a little bit.

Vision 2026-2030

Our goal is to always strengthen the golf course, always to strengthen our position to bring people into our community. We're going to do that hopefully through:

- Enhancing our Practice Facilities: Our course is 35 years old now, and so there are a lot of improvements that have to continually be kept up on, such as cart paths, buildings, and our practice facilities are one of them. We are looking to go to a little bit more of an autonomous operation here, into the future, as many

operations are going. Many of the cities, such as Edina, have already adopted a lot of autonomous vehicles. It's not really to cut the costs of labor, because we want to take that labor and roll that into something that can help the customer out a little bit more, but it's to streamline our operation to make it more efficient. Autonomous is a good thing, actually having the mower go out every night, it just takes a little bit of cutting off the grass, which prevents how much chemicals we have to put down, so there's a lot of great things that go along with it. From enlarging our practice range for our customers to increasing a chipping and pitching area so that people can come out and utilize our facility in different ways is a huge and important part of what we do.

- **Patio Upgrades:** The second thing we're looking to do is to upgrade our patio. We have purchased new patio furniture in the last year, we've got some nice lights, the flowers on our patio are always amazing. We would like to put a covered roof over it so on days when we have the sun shining down, or a little bit of a mist or rain, or it's a little chilly out there, then we'd have the opportunity to be able to have a more comfortable experience for our guests, that is the highlight that we have in front of our clubhouse.
- **Course Modernization:** We have a course where it would be nice to have regular bathrooms out on the course, have an area where we can sell some food and beverages on the course to make it a little bit better experience. Also, things that go along with that would be looking at our bunkers and looking at our cart paths to make sure that they're current and being upgraded as our course is getting older. Like I said, we're in our 35th season, a lot of things in the golf industry after about 20 years start to break down, like our irrigation system did, and I can tell you that improvement that we made has paid dividends. But those are the things on the course itself that we're looking to upgrade.
- **Event Modernization:** You know, events are changing. We have a lot of different event venues in the City, actually 26 years ago when we opened the clubhouse, we might have had the VFW, we might have had the Majestic Ballroom open, and those have kind of changed. We've got Cedarhurst now being built, we've got Furber Farms, we've got Hope Glen, we've got a lot of different venues, and so we do have to keep up with event space and what it means. What that might look like is modernizing it a little bit inside, we'd like to maybe grow that to an outdoor pavilion so that we can have something outside, a combination, but looking at different ways to host different style events to meet the needs of people and their changing likes and dislikes of stuff that are going on.

Over the next five years, those are our goals for building stuff. In the next five years we want to continue our growth in golf, we want to continue our growth in events, but we want to make sure that we're always challenging the status quo and how we do things so that the customers who come to River Oaks have high expectations. In short, that would be a simple roadmap of what we're looking to do at River Oaks Golf Course, and I'll open it up to any questions from the Board.

Chairman Olsen said thank you very much, Dennis. That was clearly a condensed version of what we saw when we came down to the course, but it was also very informative. Does anybody have any questions or comments for Dennis about River Oaks currently and the vision for the future?

Director Olsen said the ancillary events that I've attended have been outstanding. The patio is wonderful, these are comments that I get from my neighborhood, let's call it, friends and family in Cottage Grove. So, compliments to you and your staff. The bocce ball leagues have been a hit, I've heard that from a number of people. I am a member of the bocce ball league, and we have an outstanding time, and that little area that you've enhanced has been a winner. So, compliments to your staff.

Dennis said thank you, and Director Olsen replied you're welcome.

Chairman Olsen said thank you for that.

Director Levine said and I'll add to that. So, with the Cottage Grove Area Chamber of Commerce, we are just planning our sixth golf tournament at River Oaks, and it has just been fantastic. I am not a golfer, so it's probably,

and I say this to Dennis every year, it's my hardest event to plan, and you all make it so easy. So, I love it, and the enhancements going forward would only make golf tournaments like ours even better. So, fantastic.

Dennis replied thank you.

Chairman Olsen said thank you, any other comments? No one else spoke.

Chairman Olsen said Dennis, if I may, Members of the Board may not know this, but recently, my company had an event at River Oaks, it's a store manager meeting for about 110 store managers, and various other folks and vendors came and all the rest of it. Last year, we did it at the HERO Center, this year we did it at River Oaks. The feedback was unbelievable, so positive. The space, the light, everybody loved the patio, the new patio furniture. It didn't hurt that we had a perfect day, but even something as simple as the sign on the road that had our logo on it and welcomed everybody to River Oaks, the hospitality was off the charts. I know I shared this with you privately, but I want to make sure people understand that for a municipal golf course, that's not normal, it's just not. Our municipal course is managed as though it were a private course. If you think about the Council's strategic direction, one of the things that we've leaned into for quite some time as it relates back to this body, the Convention and Visitors Bureau or *Discover Cottage Grove*, is we want our community to be a recreation destination. River Oaks is a huge component of that, along with the Ice Arena and our park and trail system, so when Dennis talks about reinvesting back into the facility, we've done quite a bit of that, and I agree we need to continue to do that. The other thing that's very unique about our course is its a municipal course that's profitable, again, that's just not normal. The taxpayers certainly support the course, but it pays for its own debt and it makes money, and that's something that I think we owe a huge debt of gratitude to Zac and Dennis and the team down at River Oaks for making that happen. Oddly enough, that's also true of our Ice Arena. So, really a great kind of snapshot of where we are, that new furniture is phenomenal, that was such a great investment. I've heard nothing but positives about the new carts from people who have been at the various tournaments. So, thank you so much for everything that you're doing. I can sense the passion every time I talk to you, and I know that we will continue to grow this facility and invest in this facility and continue to use it in a very positive way to bring people to our community. So, thank you for that.

Chairman Olsen asked does anybody else have anything else they wanted to add? No one spoke. Chairman Olsen told Dennis, all right, you're off the hook.

Dennis replied thank you, we appreciate your support.

B. 2026 Events Plan

Chairman Olsen said Alexa will be speaking on this.

Alexa Anderson, Communications Specialist, said Good Morning, Chairman and Members of the Board, this morning I have the pleasure of sharing our upcoming events with you:

Strawberry Fest, June 18-June 21: We will have a booth in the Strawberry Fields Marketplace again this year, and we welcome you guys to join us. If you have any free time, stop on by and help us promote *Discover Cottage Grove*. We will also have our Coloring Contest entries displayed there, we have those coming in until June 8, so next Monday, and we have quite a few, so we're pretty excited about that. We will also continue to promote this through paid advertisement, like we have in previous years; last year, we generated roughly 7,000 people to our website and a whole bunch more to the Strawberry Fest website as well.

Patio Week, July 12-July 18: This is our second ever Patio Week. We are currently in the process of outreach to businesses to form that lineup, and we are also working with TrueLens for a commercial-like video to help promote that in future years, with this being our second year. We will also push paid advertisements around this event, last year we reached just under 23,000 people with those paid advertisements.

Food Truck Festival, September 19: Looking into the fall, our Food Truck Festival is on September 19, from 11:00 a.m. to 6:00 p.m. We have a great selection of food trucks that we're running through, we have a really great

lineup of music that we're super excited about, and some really great kid activities this year. We are still looking for sponsors, you can see the sponsorship opportunities on the screen here. If you have any questions about that, please feel free to reach out to our team, as we would be happy to discuss that with you. We will also push paid advertisements around this event as well. Last year, we generated just under 22,000 people for that event.

Looking Ahead to Other Activities:

Fourth of July Fireworks, Sunday, July 5: Hosted by the Cottage Grove Lions.

Labor Day Sports Festival, September 4-7: Hosted by One Family.

Hometown Holiday, Thursday, December 3: Right here at City Hall.

Holiday Train: We are still waiting on the final date for the Holiday Train, but we will be sure to pass that along to you as soon as we have it.

Alexa said with that, I would be happy to stand for any questions.

Chairman Olsen said well, thank you so much. There are a lot of fun things coming down the pipeline here in Cottage Grove. Are there any questions for Alexa on the event planning?

Director Reese asked where are you as far as food trucks? Last year we were looking at like putting out half on, how many have we secured so far for this year?

Alexa replied thank you for that question, I'll defer to Jaime on that.

Jaime said thank you, Chairman and Members of the Board, so I'll give you a comprehensive update at our next meeting in August. The committee has chosen 35 food trucks out of I believe it was 53 that applied; they're all currently in different stages of completion of paperwork, so I don't have a full update for you, but it is a great variety of food trucks that we had apply this year, so it'll be a great lineup.

Chairman Olsen said and remind me again, Jaime, but I know our first year we thought we may have had too many from a space management perspective. So, last year, we tried to cap it, was it at 35 last year?

Jaime replied yes, Chairman, 35 was our number.

Chairman Olsen said yep, and it worked out really well, hence the reason we're trying to keep it at that number, is that right?

Jaime replied yes, absolutely.

Director Olsen said we had also talked a couple of meetings ago regarding the food trucks last year versus this year, and whatever we decided is fine, but we talked about raising the fee due to the demand. If you have 53 trucks versus 35 acceptance, where did we land on that? How was that received? And it's something to think about for 16 months from now, in the future.

Jaime replied yes, thank you, Chairman and Members of the Board. We did look at competitive Food Truck Festival pricing, and we're pretty much right in line with what most of the Food Truck Festivals pay at this point, so we did not raise our pricing this year. We will continue to review every year to make sure we remain competitive for the food trucks that want to participate with us.

Chairman Olsen said excellent question, and interestingly enough, when I was at the One Family Festival on Memorial Day, that was a question that I asked the organizers, what did they charge for their various food trucks because they had quite a few as well. So, I think we're right in the sweet spot, to be frank. I really was gratified to hear that we don't appear to be overcharging, but we're also not giving anything away. So, great question. Anyone else?

Director Grecula said just a quick comment that I love that you're doing the Patio Week again, that's such a neat event that keeps us a little bit more up with the other cities.

Chairman Olsen said excellent, and we have a few more patios this year, too. Alexa said we do, yes, it's very exciting.

Chairman Olsen said so, out of curiosity, Alexa, I just mentioned One Family, I know that they do Memorial Day and they also do Labor Day, and I had the privilege of welcoming the folks to the Memorial Day event, along with State Representative Ethan Cha from Woodbury and our County Commissioner, Karla Bigham. I know that they had gotten a grant from I believe it was Marathon to help defray some of their costs and things. Is that something we're involved with helping them do, do you know? Does the City partner with them on that, or is that more kind of their own fundraising team? Are you aware, either way?

Administrator Levitt said well, Chairman Olsen and Members of the Board, you know that we have a very active mayor, and so, the mayor had connected with Marathon to let them know how successful this event was in our community and how much we needed their support to enhance the Public Safety element. And, so, Marathon was very generous in donating to that to provide the Public Safety presence that we needed there to ensure that everybody had a safe and fun event. So, I'm sure that partnership will probably continue.

Chairman Olsen replied good. I thought that was the case, and I know that the organizers were extremely pleased that Marathon came through with that donation, and it does not surprise me in the least that the mayor was involved with that because it was \$5,000, I mean, it was a good chunk of money to help defray some of their costs. The reason I asked is obviously, with Labor Day coming up, just making sure that we continue to do that, but the organizers for that festival were so incredibly grateful to the City for everything that we do. I know our Parks Department was there working really, really hard. I had the opportunity to speak to our two Parks employees, and that's probably something we'll talk about at budget time, too, is how do we make sure that we continue to support these various weekend events and try to do so, minimizing overtime and those sorts of things. All in all, Cottage Grove's definitely on the map for events, so really good stuff. Thank you for that.

C. Rentalscape - Short-Term Rentals Update

Chairman Olsen said we are going to go to our Communications Manager, welcome, Phil, to talk about the Rentalscape, some short-term rentals update.

Phil Jents said Chairman of the Board and Members of the Board, thank you, good morning. As Chairman Olsen pointed out, I'm here to talk about the Rentalscape, short-term rentals update. As many of you may recall, beginning about 2025, the City in partnership with Discover Cottage Grove or the CVB, began exploring the idea of this Rentalscape software.

The impetus of that is that over the years, there's been a noticeable increase in short-term rental activity in Cottage Grove, and staff began to wonder are we capturing those short-term rentals in terms of Lodging Taxes? Are those short-term rentals licensed properly through the City proper, and are they inspected and safe and above board, and all of those things. And Rentalscape from Deckard Technologies provides a way to more or less scan, if you will, sites like Airbnb and VRBO for short-term rentals in a certain geographic area. That is something that poses a unique challenge to staff or even just to regular individuals, who happen to be perusing those sites. When you find a property in a given area, you don't actually get an address until you book through that property. So, chasing down are they active, where are they exactly located? Going out and taking pictures and kind of cross referencing that with the listing on the short-term rental website poses some challenges, in terms of kind of finding who those properties are and making sure they're licensed and remitting appropriate taxes and so on and so forth.

So, Rentalscape goes out and does it for you, and so that is a joint venture between the CVB and the City's Community Development Department, specifically, our Code Enforcement Officer, Samantha Drewry. So, we thought it a good idea to give you a brief update on what Rentalscape is finding, how it's going, and maybe where it's going moving forward.

So, with that preamble, Rentalscape implementation began in 2025. To date, it has found:

- 38 short-term rentals that it has identified
- 11 were already licensed appropriately, 27 were not
- 15 of those did not require a license, and there are various reasons for that. It could be that property is owner-occupied or other factors that our Code Enforcement Officer looks at very closely.

- 10 of those either now do hold a license as a result of some of this work identifying those properties and sending out letters, and doing what Samantha Drewry does to make sure that they're getting licensed appropriately, or they are in the process of doing that.
- The remaining properties, speaking of being in the process, will receive a notice from the City regarding that licensure requirement.

When looking at kind of the multi-pronged approach that the City or specifically the CVB is doing to improve Lodging Tax collections, that could be development of a new hotel, it could be the very marketing efforts that we do through *Discover Cottage Grove*, and it could be through things like Rentalscape, and also the Minnesota Department of Revenue. As you know, the Department of Revenue began collecting Lodging Tax on behalf of the City last summer, last July, I believe, and the advantage of this multi-pronged approach is the Minnesota Department of Revenue has a better enforcement mechanism. You know, when a property receives a letter from the Department of Revenue that hey, you're not remitting taxes appropriately, people tend to look at that a little bit more seriously than other enforcement mechanisms. And, also, with sites like Airbnb, properties are being charged Lodging Tax collections more or less automatically, and so as long as they're listing on Airbnb, the Department of Revenue is catching those in terms of getting those Lodging Tax collections and then remitting those to the City appropriately.

When you factor in Rentalscape, what is nice about that software, in addition to all of the good things it's doing on the City side of things, which is making sure that they're licensed properly, inspected, safe, above board, collecting license revenues, all of those are good things and proper things. Moving forward, what the City will likely endeavor upon is probably quarterly, maybe more or less frequently as needed, depending on how many properties Rentalscape is identifying, is we will be sending a list of those properties that Rentalscape is finding to the Minnesota Department of Revenue. There's a very good chance that the Department of Revenue already is aware of those properties because they're collecting those taxes, more or less automatically, but we don't want to leave that to chance and assumption. So, we'll be sending a list of those properties, probably quarterly, to the Department of Revenue just to ensure that they're aware of them and they're tracking them and they're sending out enforcement letters if they need to, in terms of Lodging Tax collections.

With all of that, I am happy to report you know we wanted to figure out what is the net impact of all of this stuff: The CVB's marketing efforts, Rentalscape, the Minnesota Department of Revenue collecting Lodging Taxes on our behalf. Obviously, the hope there is that all of that is moving in the right direction, we're collecting more Lodging Taxes, we're doing all of the things we should be doing. We've seen a slight uptick in Lodging Tax collections between 2024 and 2025, to the tune of about \$1,000, \$993 in dollars and change. So, you know, we're not breaking the bank, but it is moving in the right direction, and I do believe it is a result of that multi-pronged approach.

Phil said so with that, I'm happy to stand for any questions regarding Rentalscape.

Chairman Olsen said okay, good information there. Does anybody have any questions for Phil on Rentalscape? It sounds like we're pleased with the partnership with the Minnesota Department of Revenue and collecting that data, first of all, and funding, second of all. So, that's a positive step, I think, for sure. Anything further?

Director Reese said as we've found these additional places, the short-term rentals, are we sending out like material about Cottage Grove to them, along with the notice that they need to be licensed, etc.? So that they can have things about Cottage Grove that are there for their short-term rentals, such as the amenities of the City and things like that?

Phil replied Chairman Olsen, Members of the Board, short answer is no, but that is a good idea. That is something that the CVB, in addition to sending those properties to the Department of Revenue to make sure we're getting those taxes, is we could come up with a one-pager, a pamphlet of some kind, that perhaps we could send those properties so that they're aware of various events around town, and they could maybe market themselves appropriately around those events. That's a really good point.

Chairman Olsen asked if there were any other questions, and none were asked.

D. CVB Website Redesign Update

Chairman Olsen said Phil, why don't you go ahead and take us through the Website Redesign Update.

Phil said Chairman Olsen, Members of the Board, thank you. As Chairman Olsen just said, I'm here to give you a brief update on the website. As you know, it's been a bit of a process going through the *Discover Cottage Grove* website redesign with our new vendor, W.A. Fisher, who you may recall from the last meeting when we approved that agreement with that vendor.

Just very briefly, because you got a lot of information about them at that previous meeting, but they very much specialize in Destination Marketing Organization (DMO) websites. So, in addition to finding a vendor who does really good work, really professional work around website design, we wanted to find one that does that but does it specifically for DMOs. There were a handful of vendors out there who do these types of websites as sort of a specialty, and W.A. Fisher rose to the top of the list, as you heard from the last meeting. They handle DMO websites all across the State, and they do a pretty remarkable job.

So, right now, we are in the preliminary design phase with W.A. Fisher. I am also happy to report that in addition to their expertise and professionalism on paper, that that has shown through in reality. They have been very responsive, very professional, giving us design elements that we're asking for, incorporating the proper fonts, color schemes, design elements like photos and graphics that we are submitting to them. In terms of responsiveness, I am also happy to report that for this very presentation, I needed something changed rather quickly, and I called our designer and got it changed within literally about 5-to-10 minutes. Now, it wasn't a huge deal, but that just speaks to the responsiveness, that I can just call them up, say hey, here's what I need, and it's done pretty lickety-split.

With that, looking at kind of a glimpse of that preliminary design, I should note moving forward from this preliminary design phase, we of course want feedback from the Board. Any questions, thoughts, concerns you might have about the preliminary design so that we can send those back to the designer. We've already sent our own edits and things that we need changed, and things that we're looking for. Moving forward, they'll go into then building out the full website. This is just the are we passing the smell check? Are we on the right track in terms of design? Yes or no? And then from there, they'll build out the full website, internal pages, etc.

Here you see the *Discover Cottage Grove* homepage with updated visuals, updated site map, and what have you. On the next slide, as you scroll down on the main homepage, so that is right below what you first see, you scroll down and see the remainder of the homepage. And then the very next slide, we start to see some of the internal, the sub-navigational headings will take you to the interior pages.

In terms of staff feedback, we are very happy with the responsiveness and work that W.A. Fisher has been doing. We're very happy with the preliminary design. Obviously, with any feedback that we continue to provide them or any feedback from the Board, we'd be more than happy to take that back to them. As they continue forward, we do anticipate with providing that feedback to W.A. Fisher, that the website should be substantially complete and getting pretty close to launch by end of Quarter 2 or maybe moving into Quarter 3, depending on how much feedback we send them and how much work is caused as a result.

So, with that, I'm happy to stand for any questions.

Chairman Olsen said okay, good. Any questions for Phil on the website redesign? Anyone? None were asked.

Chairman Olsen said I do have a couple. So, just to be clear with regard to the feedback loop, is the intent that the Board will be sent either a PDF or a PowerPoint or something featuring what is proposed, and then we will provide feedback in a written format? Did you want to do a workshop? How did you want to get the feedback?

Phil replied Chairman Olsen, Members of the Board, excellent question. I think moving forward from today, one way that we could go about that is send you either a link or screenshots, like in a PDF, and you could mark that up. You could write comments you have in an email. Either way works for me, personally. As we get a more, we'll call it substantially-designed website, I'd be happy to have a special meeting or a workshop or something where we can look at that in more detail and then provide feedback kind of in real time during that workshop or special meeting or regular meeting for that matter. But like immediately, I think it would be probably convenient for everyone to

send either a link or a PDF with some screenshots and you could mark it up or provide written feedback, either way works.

Chairman Olsen replied yeah, I like that idea. Is there any feedback from the Board on that?

Director Levine said yeah, that'd be great.

Chairman Olsen said yeah, it's easier to provide that feedback as we go along, in my view, versus waiting until you have something sort of packaged and then make everybody go back and redo it.

Phil said I agree.

Chairman Olsen said so, I think these periodic check-ins might be nice. Again, whether it's a link to a draft or something like that, however you choose to do it. And I would request that we have a substantial conversation in a workshop at our next meeting in August just to put a pin in it and ensure that everybody's on the same page because there's going to be various opinions; but we want to make sure that we measure twice and cut once, get it right. But, so far, I mean, it seems like we're pretty happy with the new vendor, so that's great news.

Phil said we are indeed, yes.

Chairman Olsen asked does anybody have any additional feedback on the website redesign? There was none, so Chairman Olsen said okay, perfect. Thank you so much for that. I'll look forward to that email.

E. 2026 Q1 Lodging Tax Collections

Chairman Olsen said I also know you have some information for us on the Q1 Lodging Tax Collections.

Phil said that is correct. Thank you, Chairman Olsen, Members of the Board. So, you heard a little bit of a reference about Lodging Tax Collections earlier, when we talked about Rentalscape. So, here we're ready to give you an update on the 2026 Quarter 1 Lodging Tax Collections.

As you know, we use a 63% occupancy rate when calculating Lodging Tax Collections. Of course, when factoring in Rentalscape and Minnesota Department of Revenue, we're looking at Lodging Tax Collections to see where they're moving; are they staying stagnant, are they moving upward, downward, and why?

So, for Quarter 1 in 2026, as you see there, \$14,560.76 is our Quarter 1 2026 Lodging Tax Collections. At a previous meeting, a great question was asked, where do Quarter 1 of this year, how does that compare to the same quarter of last year? And, again, are we moving up, down, or are we staying flat? So, we can start digging into the why behind that. So, comparing Quarter 1 of 2025 and 2026, in 2025, you see \$13,194, and Quarter 1 of this year \$14,560.76, which is a growth of about \$1,366, or 10.36%. So, again, that multi-pronged approach of our marketing efforts, Rentalscape, Minnesota Department of Revenue, and I, of course, would be remiss to not include the very businesses who, of course, are bringing people to town, the events that are bringing people to town. The CVB is but a small, hopefully important aspect of all of that, but I'd be remiss not to obviously give credit where credit is due; the venues, the lodging establishments, the events, they're driving that as much as anyone.

Phil said with that, I'm happy to stand for any questions.

Chairman Olsen said perfect, thank you. Any questions for Phil on the Lodging Tax Collections for Q1? He said I do have one myself. It's my understanding that the Country Inn & Suites has undergone an ownership change, is that right?

Phil replied Chairman of the Board, Members of the Board, yes, that is correct.

Chairman Olsen said okay, so, have we developed a relationship with the new owner and are comfortable with kind of what we're doing with them in terms of continuing the relationship on the Lodging Tax, continuing the relationship in terms of, you know, hosting people who come to the community, etc.? I know hotels have been at the very forefront of our marketing efforts for a good couple of years now, at least, but it seems as though Country Inn & Suites at least at the minute is always busy, there's always people there. So, I just want to make sure that we have a good relationship with the new owner.

Phil replied yes, Chairman, Members of the Board, I am happy to report that our Economic Development Manager, Nate Carlson, has had some conversations with the new owner that I am hearing have gone very well, and so that's good to know. He has also made kind of a soft introduction of the Convention and Visitors Bureau to

that new owner; we've been exchanging emails, trying to find a date to line up schedules, I'm sure they're very busy and some of that's challenging, but we are working on trying to get out to the hotel to get a tour and meet them and do that ourselves as a CVB. So, more to come on that.

Chairman Olsen said good, perfect. Any other questions? None were asked.

7. BUSINESS ITEMS

A. 2027 Preliminary Budget

Chairman Olsen said Phil, it looks like we continue to enjoy your supreme presentation skills on the 2027 Preliminary Budget.

Phil replied Chairman, Members of the Board, thank you for that. For better or worse, you've got me for a lot of this morning. So, yes, the 2027 Preliminary Budget approval is here, budget season is well under way, and we're happy to talk about the preliminary budget. Just to note, of course that word preliminary, as you see this preliminary budget or as you've seen it in the packet, that is somewhat subject to change as we get the final approval from the Board later this year. We can't predict the future, but I guess it is technically possible that some of those numbers could change as we work with our Finance Department and as circumstances change. Nevertheless, we've got cause for some optimism with the preliminary budget for 2027.

So, with that, and again, not to be a broken record, but you know that we base our Lodging Tax projections on that 63% occupancy rate, which for 2027 puts us in at \$71,550 in Lodging Tax collections. Visitor Guide ad sales at \$4,500, and then the all important marquee event, the Food Truck Festival, at \$23,900, so that gives us a rough picture for our revenue forecast in 2027.

On to the expenses side, as you also know, we break out expenses across marketing and operating expenses. What you're seeing here are the Marketing Expenses; I will not bore you by reading every single line on the slide here, but just to note things like collateral development and printing, that's the Visitor Guide, we have seen some favorable quotes come back for the Visitor Guide. As you also know, coming out of the CVB's Strategic Plan last year, our graphic designer, Courtney Pirsig, found efficiencies and reduced the page count with the Visitor Guide, focusing on a Visitor Guide that has impact but isn't too full of things that we maybe don't need in a Visitor Guide. So, when looking at Visitor Guide efficiency, favorable quotes, that number used to be higher in previous budgets, and it's looking like in 2027, we might be able to save some money there.

On the Operating side, again I won't bore you with every single line here except to note that the Communications Specialist's salary and benefits, that \$24,600, that is 10% of two Communications Specialists, that's not like \$24,000 for one person's salary, that's just 10% of two of those positions. And then again, finding efficiencies through the budget, things like Continuing Education, that's like attending the Explore Minnesota Tourism Conference, the Minnesota Tourism Association Annual Meeting. We again looked at our travel and training plans to find efficiencies: What is working for us and what is not? Not continuing to do things simply because we've always done them if they aren't really working for us, can we remove them and find better ways to do that? So, some of those numbers are a little bit smaller than we've seen in other years because, again, we want to focus our efforts and make every attempt to spend money wisely while also looking to balance the budget.

Phil said with that, I'm happy to report that our 2027 Preliminary Budget is balanced. As you can see there, our revenue projection and expense projection line up. Again, this is the preliminary budget, so of course numbers could change, maybe priorities change based on feedback from the Board; nevertheless, we're trying to be good stewards of these dollars, we want to not be in the red, so to speak, and find ways to spend money wisely and balance the budget. So, there is a motion before you, and of course, I am happy to stand for any questions.

Chairman Olsen said thank you, 2027, and it's only June of 2026, but wow, we're already moving into 2027. Good information there, love the idea that we're balanced, that's always a good thing. Does anybody have any questions for Phil on the budget? As there were none, Chairman Olsen said I'll look for a motion to approve.

Recommendation, By Motion:

Approve the 2027 Cottage Grove Convention and Visitors Bureau preliminary budget.

Motion by Director Grecula to approve the 2027 Cottage Grove Convention and Visitors Bureau preliminary budget; second by Director Olsen. Motion carried: 6-0.

Chairman Olsen said that motion carries. Thank you, Phil.

8. WORKSHOP - None.

9. COMMENTS

Director Reese said as we were looking ahead at the golf course presentation, are there any thoughts on how we might be thinking about rebranding some of the things throughout the City, like the golf course? I like the sign and everything, but it looks like a municipal golf course, and I don't know if that's what we're trying to make it look like, but if we're planning on updating signage or any of the branding around the golf course because it's very visible, to align better with the *Discover Cottage Grove*?

Chairman Olsen replied interesting question, yeah, any thoughts on that from our staff? No? Okay. So, to be clear, what you're asking is are we looking at upgrading the look of the signage, or are you actually suggesting potentially rebranding in name as well?

Director Reese replied not necessarily name, but it was brought up several times that the course is 35 years old, and the branding of it looks 35 years old. So, something a little bit more modern, you know we've got right in front of us the *Discover Cottage Grove* logo, of being able to update and have the branding look like the facility that it is.

Chairman Olsen said so, a redesign of sorts? Director Reese replied possibly.

Chairman Olsen said I know that when we, as a Council, had a workshop recently at River Oaks to go through some of the same information that we saw this morning, we had a little bit more detail, and one of the things that was discussed was the fact that just upon appearances, the facility looks like a 35-year-old facility in its architectural design. So, one of the things that Dennis was sharing with us was a vision about opening up the front and changing the entryway to look a little more modern in terms of its design and its functionality. I think the suggestion that we could potentially update our signage to make it appear to be more modern could certainly go hand in hand with something like that. So, that's a very good suggestion. I don't know that we'd ever want to rebrand the name, as there's a lot of cache with that name, and it's obviously very well known, but in terms of making the visuals pop a little more, and I know communications is your thing, so it doesn't surprise me at all that it comes from you to suggest that. I think that's a really good thought and something we can definitely take under advisement. Does that answer your question, by the way?

Director Reese replied yes.

Chairman Olsen said a couple comments from me, so I know that recently our Economic Development Authority did their annual trip to Las Vegas for the International Council of Shopping Centers Convention (ICSC). Our City Administrator was a part of the contingent that went, along with our mayor, and Council Member Garza went this year. I just wanted to first of all, make sure people understand what we do and why we do that. Yes, it's an EDA function, but it certainly speaks to the way in which we market the City. Having done this myself and been part of this, I can tell you that when we go to these events as a community, people know who we are. It's interesting when you meet with various developers and end users and brokers and things, in the early days when we used to do this, Director Reese remembers because he was part of the EDA for several years, we kind of were tugging on people saying hey, here's who we are, this is what we do, we'd really like to talk to you. Now, people actually know who we are, Cottage Grove's on the map, they want to be here, and it's just a question of can we find them the right spot and make the right deal. So, that's very encouraging. I mentioned earlier that we've been working very hard for the last couple years to try to enhance our lodging offerings in the community, and it's my understanding there was some of that conversation in last year's visit to ICSC, which is great news. That trip is funded through the

Economic Development Authority Trust Fund, and so that is not taxpayer money. That money is invested back into the City by a local business who has been contributing to that fund for many years, and so, that money is intended for use in marketing the City and helping to enhance and develop our business community here in the City. So, when we send people to these events, that's all paid for through the Economic Development Authority's Trust, and that's exactly the intended use of those funds. From what I understand, in talking to the mayor and I'm going to ask our City Administrator to just give us a 30-second snippet here if she's willing, it sounded like it was a busy year, a lot of good meetings. You know we've had numerous businesses that have landed in Cottage Grove over the years as a result of these efforts, and it sounds like the meetings this year were robust and frequent. I think you were tracking your steps, and you put several miles on in walking through the Las Vegas Convention Center, which is bigger than some cities I've been to. So, I just want people to know that is a marketing effort in addition to helping us grow our business community and more specifically, as it relates to the Convention and Visitors Bureau, the lodging offerings that we have here in the City; as I mentioned, and Alexa told us earlier, we have all these events that come to town, and where do people stay, where do they eat, where do they sleep? All of those things matter. Jennifer, did you have anything you wanted to add at all on the trip? I know I didn't prep you ahead of time, so.

Administrator Levitt replied well, Chairman Olsen, and Members of the Board, I think you hit the nail on the head. It's about marketing, making ourselves known and available, but it's more than that, right? Because we had really important conversations with a lot of hotel franchises to talk about our site to obviously promote that, but I think for us it was also the success with the retailers. Knowing that there's a lot of retail interest that will probably pop in 2026 here in our community, that is exciting. I think as Council Member Olsen mentioned, they know Cottage Grove, we're on the map, and so it's exciting to see that, which is also going to help spur, I think, the Shoppes at Cottage View area and the Innovation Village area. One thing, too, you might not know, the bonding dollars that we've been asking for came through for 100th Street, so that will connect 100th Street from Jamaica to Highway 61, with a bridge over the railroad. This investment is really critical to grow our Business Park, but it's also important to be able to grow our retail area along the West Point Douglas corridor. So, you'll start to see construction of that in 2027, which really starts to set the stage for retail growth, businesses along that corridor in 2028. So, like I said, there's a lot on the horizon, and we're positioned very well in regards to that. So, thank you for allowing me to do the update.

Chairman Olsen replied no, thank you very much, and I was going to mention the bonding dollars, too, I'm glad you brought that up. That was a heavy lift, we had several people from the City, including the mayor, at the Capitol more than once this year, working with all of the various legislators on trying to secure those bonding dollars for that project, which is a partnership between the County and the City and obviously the State with bonding. That, too, is going to be critical as it relates to ensuring that people have access to those areas and access is what equals development. In case you weren't aware, the City Council also recently approved the second Kwik Trip site for the City of Cottage Grove, and everybody's wondering when the first site's going to get off the ground; what we've been told is construction this year, hopefully be open in the fall. Obviously, those things are fluid as it relates to them being able to work through whatever weather comes our way and acquisition of materials and so on and so forth, but that site, down off of 95th Street, should be popping up pretty quickly. The second site is down further on Highway 61, and it has also been approved. So, we're excited to talk about that.

That's all I've got for comments. Again, does anybody have anything else?

Director Reese said just one quick question because I was going to ask about the hotel and the trip to Las Vegas. In the conversations you have had with them, were they agreeing with the numbers that we were showing, that there is a need for additional hotel space?

Administrator Levitt said Chairman Olsen and Members of the Board, in regards to that, we had HBS do a study in regards to our capacity; HBS is one of the leading companies in analyzing hotel market studies, and so they carry a lot of weight. So, when HBS says we can support 90 business-style hotel rooms, they do take note of that, and they're not disagreeing. And, so, we're definitely seeing some of the large brand names interested, it's just trying to figure out how to make that become a reality.

Chairman Olsen said perfect, good question. And, yes, I can guarantee the folks in our Business Park, etc. are helping us by letting people know that they're bringing people in on the regular for meetings, training, onboarding,

you name it, not to mention the expansions in the Business Park. All of that equals a need for additional lodging, so we have a compelling story to tell, that's for sure.

Chairman Olsen said all right, with no further comments, I will seek a motion to adjourn this meeting.

10. ADJOURNMENT

Director Levine made a motion to adjourn; Director Haatvedt seconded. Motion carried: 6-0. The meeting was adjourned at 8:56 a.m.

Respectfully submitted,

Phil Jents
Communications Director

/jag



City Council Action Request

7.B.

Meeting Date	9/16/2026						
Department	Administration						
Agenda Category	Action Item						
Title	Election Judge Appointment – General Election November 3, 2026						
Staff Recommendation	Approve Resolution 2026-136 and the appointment of the election judges listed in Exhibit A for the General Election on November 3, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo - Appointing Election Officials General Election</td></tr><tr><td>2.</td><td>Resolution- 2026-136 Appointing Election Judges General Election</td></tr><tr><td>3.</td><td>Exhibit A (General Election)</td></tr></table>	1.	Memo - Appointing Election Officials General Election	2.	Resolution- 2026-136 Appointing Election Judges General Election	3.	Exhibit A (General Election)
1.	Memo - Appointing Election Officials General Election						
2.	Resolution- 2026-136 Appointing Election Judges General Election						
3.	Exhibit A (General Election)						



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

From: Tamara Anderson, City Clerk

Date: 9/9/2026

Subject: Election Judge Appointment – General Election November 3, 2026

Background:

The City Clerk is required under the Joint Powers Election Agreement with Washington County to appoint election judges no later than 25 days prior to an election. Washington County has completed the recruitment and training process for the election judges listed in attachment A. These election judges will serve as the election clerks for the General Election on November 3, 2026, and be responsible for tabulating ballots and reporting the results to the county in accordance with Minnesota State election law.

Staff Recommendation:

Approve Resolution 2026-136 and the appointment of the election judges listed in Exhibit A for the General Election on November 3, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-136

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE
NOVEMBER 3, 2026, GENERAL ELECTION**

BE IT RESOLVED by the City of Cottage Grove, State of Minnesota, as follows:

WHEREAS, The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the General Election on November 3, 2026, to act as such at the polling places listed on said exhibit.

WHEREAS, The election judges shall act as clerks of election, count the ballots cast, and submit the results to the county for canvass in the manner provided by Minnesota State Election Law.

WHEREAS, The city clerk is hereby authorized to appoint additional election judges, as needed, to fill vacancies that may occur on or before Election Day.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the individuals listed in Exhibit A will be appointed to serve as election judges for the November 3, 2026, General Election and the City Clerk will be authorized to appoint additional judges to fill vacancies.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Exhibit A

Last Name	First Name	Precinct	Location	Position
BHAT	PRADEEP	Cottage Grove P1	District Program Center	EJ
BROCK	RITA	Cottage Grove P1	District Program Center	EJ
BUCKETT	MARY	Cottage Grove P1	District Program Center	EJ
BURAZIN	THOMAS	Cottage Grove P1	District Program Center	EJ
CALDWELL	FREDA	Cottage Grove P1	District Program Center	HJ
CHESLA	CHRISTOPHER	Cottage Grove P1	District Program Center	CJ
Coutu	Shelley	Cottage Grove P1	District Program Center	EJ
DEUTSCH	GARY	Cottage Grove P1	District Program Center	EJ
Duncanson	Dawn	Cottage Grove P1	District Program Center	EJ
Halberg*	Kathleen	Cottage Grove P1	District Program Center	EJ
HAWKINSON	COURTNEY	Cottage Grove P1	District Program Center	EJ
Heath	Jane	Cottage Grove P1	District Program Center	EJ
JOHNSON	DOUGLAS	Cottage Grove P1	District Program Center	EJ
Jungbauer	Melissa	Cottage Grove P1	District Program Center	EJ
Maha	Belay	Cottage Grove P1	District Program Center	ST
McGary	Julie	Cottage Grove P1	District Program Center	EJ
NOVOTNY	HEATHER	Cottage Grove P1	District Program Center	EJ
PETERSEN	JEREMY	Cottage Grove P1	District Program Center	EJ
RIVERA	CAROL	Cottage Grove P1	District Program Center	EJ
SHOWALTER	NANCY	Cottage Grove P1	District Program Center	EJ
STERNQUIST	SHIRLEY	Cottage Grove P1	District Program Center	EJ
TYRRELL	VICKI	Cottage Grove P1	District Program Center	EJ
BAWEK	SCOTT	Cottage Grove P2	Cottage Grove Middle School	EJ
BROADDUS	DEENA	Cottage Grove P2	Cottage Grove Middle School	EJ
BUDAHN	LORI	Cottage Grove P2	Cottage Grove Middle School	EJ
Erickson	Evan	Cottage Grove P2	Cottage Grove Middle School	EJ
GHERE	ERIN	Cottage Grove P2	Cottage Grove Middle School	EJ
Holt	Tonya	Cottage Grove P2	Cottage Grove Middle School	EJ
LARSON	JULIE	Cottage Grove P2	Cottage Grove Middle School	EJ
MANNING McCUSKER	ELIZABETH	Cottage Grove P2	Cottage Grove Middle School	EJ
Marks	Patricia	Cottage Grove P2	Cottage Grove Middle School	EJ
Matejka	Steven	Cottage Grove P2	Cottage Grove Middle School	EJ
McCOY	WENDEE	Cottage Grove P2	Cottage Grove Middle School	EJ
Meerson-Hendrie	Fletcher	Cottage Grove P2	Cottage Grove Middle School	ST
NEWELL	SCOTT	Cottage Grove P2	Cottage Grove Middle School	EJ
Norum	Traci	Cottage Grove P2	Cottage Grove Middle School	EJ
PRITCHARD	JONATHAN	Cottage Grove P2	Cottage Grove Middle School	EJ
SCHMIDT	EUGENE	Cottage Grove P2	Cottage Grove Middle School	EJ
SCHREINER	GLENN	Cottage Grove P2	Cottage Grove Middle School	EJ
WALETZKO	DIANA	Cottage Grove P2	Cottage Grove Middle School	HJ
WALLIN	JILLIAN	Cottage Grove P2	Cottage Grove Middle School	EJ
WALTON	MAUREEN	Cottage Grove P2	Cottage Grove Middle School	EJ
Wehrle	Randall	Cottage Grove P2	Cottage Grove Middle School	EJ
BAUER	EMILY	Cottage Grove P3	Crestview Elementary School	HJ
BURFEIND	JEANETTE	Cottage Grove P3	Crestview Elementary School	EJ
GRUNDHAUSER	JACOB	Cottage Grove P3	Crestview Elementary School	CJ
Helmen	Madeline	Cottage Grove P3	Crestview Elementary School	EJ
HOLY	CHRISTIN	Cottage Grove P3	Crestview Elementary School	EJ
Jungbluth	Caitlin	Cottage Grove P3	Crestview Elementary School	EJ
PARKER	LINDA	Cottage Grove P3	Crestview Elementary School	EJ

Poitra	Kimberly	Cottage Grove P3	Crestview Elementary School	EJ
RIOS HEINTZ	AMANDA	Cottage Grove P3	Crestview Elementary School	EJ
RUDEEN	LINDA	Cottage Grove P3	Crestview Elementary School	EJ
Stoll	Debra	Cottage Grove P3	Crestview Elementary School	EJ
TUFTE	THERESIA	Cottage Grove P3	Crestview Elementary School	EJ
Waletzko	Aria	Cottage Grove P3	Crestview Elementary School	ST
WOOD	LYNELLE	Cottage Grove P3	Crestview Elementary School	EJ
WOUTS	KRISTEL	Cottage Grove P3	Crestview Elementary School	EJ
WUORENMA	RANDY	Cottage Grove P3	Crestview Elementary School	EJ
BISHOP	BARBARA	Cottage Grove P4	District 833 Service Center	EJ
Brodd	Jody	Cottage Grove P4	District 833 Service Center	EJ
HAGEN	DANIEL	Cottage Grove P4	District 833 Service Center	EJ
KNOP	MEGAN	Cottage Grove P4	District 833 Service Center	EJ
KUZI	ANN	Cottage Grove P4	District 833 Service Center	EJ
Layland	Kathryn	Cottage Grove P4	District 833 Service Center	EJ
Muskopf	Deborah	Cottage Grove P4	District 833 Service Center	EJ
ROOK	VIRGINIA	Cottage Grove P4	District 833 Service Center	EJ
SCHLORF	ERVIN	Cottage Grove P4	District 833 Service Center	EJ
SCHOONOVER	GRANT	Cottage Grove P4	District 833 Service Center	EJ
SCHWARTZ	ALAN	Cottage Grove P4	District 833 Service Center	EJ
SHIMEK	GERRY	Cottage Grove P4	District 833 Service Center	EJ
SHYU	ELIZABETH	Cottage Grove P4	District 833 Service Center	EJ
TYRRELL	DAVID	Cottage Grove P4	District 833 Service Center	EJ
VASSAR	KARIN	Cottage Grove P4	District 833 Service Center	CJ
WHITE	CHARLES R	Cottage Grove P4	District 833 Service Center	HJ
ADAMS	LISA	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
CARDENAS	YARYMARIE	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
CULLINNAN	BARBARA	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
FOURNIER	GEOFFREY	Cottage Grove P5	Washington County Cottage Grove Service Center	HJ
GRAFF	THOMAS	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
JEMIE	SANDRA	Cottage Grove P5	Washington County Cottage Grove Service Center	CJ
Jones	Ruth	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
MacVEY	TERRY	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
MILLER	LINDA	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
NIPPOLDT	DAWN	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
Peters	Donald	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
PINSKI	TERRANCE	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
RUDOLPH	RICHARD	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
SCHUMACHER	LORI	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
SMITH	MARIAH	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
THEISSEN	JANE	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
THUNDER	ANNE	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
TOROK	TIMOTHY	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
WEGWERTH	JESSICA	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
WESSINGER	WILLIAM	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
WILSON	KEVIN	Cottage Grove P5	Washington County Cottage Grove Service Center	EJ
ARNOLD	MIRIAM	Cottage Grove P6	National Guard Armory	EJ
BAHLS	MONICA	Cottage Grove P6	National Guard Armory	EJ
BONDESON	LEN	Cottage Grove P6	National Guard Armory	EJ
BRAUNIG	RICHARD	Cottage Grove P6	National Guard Armory	HJ
Chermak	Susan	Cottage Grove P6	National Guard Armory	EJ
COUTU	LINDY	Cottage Grove P6	National Guard Armory	EJ

DECKER	JOAN	Cottage Grove P6	National Guard Armory	EJ
Farone	Teri	Cottage Grove P6	National Guard Armory	EJ
HALL	KRISTIN A	Cottage Grove P6	National Guard Armory	EJ
HAUKOM-BRANDT	RANDY	Cottage Grove P6	National Guard Armory	CJ
JOHNSON	DALE W	Cottage Grove P6	National Guard Armory	EJ
JORDAN	JONATHAN	Cottage Grove P6	National Guard Armory	EJ
KUTA	AMY	Cottage Grove P6	National Guard Armory	EJ
LEARY	CYNTHIA	Cottage Grove P6	National Guard Armory	EJ
MATSCHINER	MELANIE	Cottage Grove P6	National Guard Armory	EJ
McNULTY	SHARON	Cottage Grove P6	National Guard Armory	EJ
MEAD	JENNA	Cottage Grove P6	National Guard Armory	EJ
NEWELL	KIMBERLY	Cottage Grove P6	National Guard Armory	EJ
Scheller	John-Henry	Cottage Grove P6	National Guard Armory	EJ
STENERSON	RICKA	Cottage Grove P6	National Guard Armory	EJ
WILLETTE	JENNIFER	Cottage Grove P6	National Guard Armory	EJ
ALME	MICHELLE	Cottage Grove P7	Hillside Elementary School	EJ
BORN	MITCHELL	Cottage Grove P7	Hillside Elementary School	CJ
BOYLES	SUZANNE	Cottage Grove P7	Hillside Elementary School	EJ
Gilats	Resa	Cottage Grove P7	Hillside Elementary School	EJ
HICKEY	WENDY	Cottage Grove P7	Hillside Elementary School	HJ
HIRSCH	HEATHER	Cottage Grove P7	Hillside Elementary School	EJ
McKEIG	JIM	Cottage Grove P7	Hillside Elementary School	EJ
Pinault	Allison	Cottage Grove P7	Hillside Elementary School	EJ
QUAST	JULIANNA	Cottage Grove P7	Hillside Elementary School	EJ
SCHWANDT	DAVID	Cottage Grove P7	Hillside Elementary School	EJ
ANASTOS	GEORGE	Cottage Grove P8	Cottage Grove Elementary School	CJ
CABEZAS-VELASQUEZ	DANIELLE	Cottage Grove P8	Cottage Grove Elementary School	EJ
GIBSON	CONNIE	Cottage Grove P8	Cottage Grove Elementary School	EJ
HALIBURTON	RICHARD	Cottage Grove P8	Cottage Grove Elementary School	EJ
HOFSTRA	SUSANNE	Cottage Grove P8	Cottage Grove Elementary School	EJ
Mitchell	Jeremie	Cottage Grove P8	Cottage Grove Elementary School	EJ
MOORE	LAURA	Cottage Grove P8	Cottage Grove Elementary School	EJ
MULLINS	JOHN	Cottage Grove P8	Cottage Grove Elementary School	EJ
NELSON	ROBERT	Cottage Grove P8	Cottage Grove Elementary School	EJ
Nicholson	Jennifer	Cottage Grove P8	Cottage Grove Elementary School	EJ
PASKARADEVAN	PASKI	Cottage Grove P8	Cottage Grove Elementary School	EJ
PETERSEN	SHANNON	Cottage Grove P8	Cottage Grove Elementary School	HJ
Rettig	Shauna	Cottage Grove P8	Cottage Grove Elementary School	EJ
Robens	Marcia	Cottage Grove P8	Cottage Grove Elementary School	EJ
Scott	Ronald	Cottage Grove P8	Cottage Grove Elementary School	EJ
SEIDL	CONSTANCE	Cottage Grove P8	Cottage Grove Elementary School	EJ
SUEPER	LEONARD	Cottage Grove P8	Cottage Grove Elementary School	EJ
WALKER	SUSAN	Cottage Grove P8	Cottage Grove Elementary School	EJ



City Council Action Request

7.C.

Meeting Date 9/16/2026

Department Administration

Agenda Category Action Item

Title Direct Primary Care Agreement - Kavira Health, LLC.

Staff Recommendation Approve the attached Direct Primary Care Agreement with Kavira Health, LLC. The agreement has been reviewed by the City Attorney's office. Funds from the self-insurance fund (9700) would be used to pay for the services.

Budget Implication Self Insurance Fund with pay for services.

Attachments	1.	20260908 Kavira Agreement Memo
	2.	Kavira_Corporate Agreement_City of Cottage Grove- Final



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: September 8, 2026
Subject: Kavira Direct Primary Care Agreement

Background

One of the strategic goals of the City is to be an employer of choice. One component of that goal is to offer a comprehensive benefits package for employees. The City recently learned of a company called Kavira. Kavira is a direct-to-employer healthcare option. They provide at home, at office and/or virtual office visits to employees, their spouses and their dependents. Simply, Kavira comes to the patient, saving time and money. A spouse or dependents do not have to be on the City's health insurance to be covered by Kavira. Kavira provides services for a variety of conditions including allergies, minor burns, cuts, colds, diabetes, fever, flu, high cholesterol, hypertension, sprains & strains, sports physicals and tobacco cessation. They also provide 30+ labs and 350+ prescriptions free of charge to the patient. They also offer discounted labs and prescriptions if they are not covered free of charge.

Employees and their dependents do not pay for Kavira. Unless communicated to the patient by Kavira, all services are free of charge. Additionally, this means employees avoid charges to their annual deductible through the City's Medica health insurance. Kavira should also help alleviate annual premium increases as fewer health insurance costs are submitted and paid by Medica.

For these services, Kavira charges the City \$27.00 per employee per month. There are currently 194 employees and retirees on the City's health insurance. This equates to an annual cost of \$62,856. Medica sees value in Kavira as they have agreed to reduce our health insurance premium increase by 1.5% for 2027. This equates to \$30,054.62. The City's net cost to add Kavira to the City's benefit offerings in 2027 is \$32,801.38. These numbers will fluctuate slightly as employees are added or removed from the City's medical insurance.

A meeting was set up with department heads and union stewards with Kavira for a presentation and Q&A session. The feedback was overwhelming that employees would absolutely use Kavira. Additionally, there are several Twin Cities area cities and school districts that utilize Kavira. The feedback has been very positive. 340+ organizations, with over 60,000 patients, currently use Kavira.

Recommendation

Staff is recommending Council approve the attached Direct Primary Care Agreement with Kavira Health, LLC. The agreement has been reviewed by the City Attorney's office. Funds from the self-insurance fund (9700) would be used to pay for the services.

DIRECT PRIMARY CARE PROGRAM CORPORATE CONTRACT

PARTIES:

Kavira Health, LLC	("Kavira")
City of Cottage Grove	("Company")

RECITALS:

- A. Kavira provides routine health care services through its Direct Primary Care ("DPC") Program, as further described in this DPC Agreement.
- B. Company and Kavira are entering into this DPC Agreement to provide access to DPC Services (as defined herein) to eligible Program Members (as defined herein) on the terms and conditions set forth herein.
- C. NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, Kavira and Company agree as follows:

ARTICLE 1 OBLIGATIONS OF THE PARTIES

1.1 DPC Program. Kavira offers, through its employed or contracted non-physician health care professionals ("DPC Practitioners"), specified routine health care services ("DPC Services") via a direct primary care program ("DPC Program"), as further described in **Exhibit A** to this Agreement, in exchange for the monthly membership fees described in Section 1.3 of this Agreement. Beginning on 1/1/2027 (the "Commencement Date"), Kavira agrees to provide DPC Program membership to all of Company's eligible Program Members. "Program Members" means and includes individuals who meet the criteria described in **Exhibit B**.

1.2 Program Members. Company shall provide, via an electronic platform and in a format reasonably requested by Kavira, all information reasonably required by Kavira to accurately and timely determine current Program Members. Company agrees to maintain and update the Program Member list(s) in accordance with **Exhibit B**.

1.3 Membership Fees. Kavira charges a flat monthly membership fee as payment for those DPC Services defined as included in the membership fee, regardless of a Program Member's utilization during the month. During the term of this Agreement, Company agrees to pay the fees for all Program Members' membership in the DPC Program in the amounts and in accordance with the payment schedule set forth in **Exhibit B** to this Agreement ("Membership Fees"). The Membership Fees may be modified by Kavira no more often than once every 12 months during the term of this Agreement by providing at least 60 days' prior written notice to

Company. Some DPC Services are not included in the Membership Fees; these are called “Additional Fee Services” and are described in **Exhibit A**.

1.4 Qualifications; Malpractice Insurance. DPC Practitioners will provide DPC Services in a competent, efficient, safe and satisfactory manner, consistent with accepted standards of practice for the practitioners’ professions. DPC Practitioners will be duly licensed, certified or registered, as applicable, to provide DPC Services. Kavira will obtain and maintain malpractice liability insurance covering DPC Practitioners, in amounts no less than the coverage limits typically obtained for such practitioners.

1.5 Health Insurance. The DPC Program **is not insurance and is not a substitute for health insurance or health plan coverage**. The DPC Program consists of limited routine health services as further described in this Agreement. The DPC Program does not include or provide hospitalization, specialty care, surgeries, or any services not personally provided by DPC Practitioners.

1.6 No Insurance Billing. Kavira does not and will not submit a bill to any insurer for any services provided by Kavira to Program Members. If Kavira is mistakenly paid by an insurance plan on behalf of a Program Member, Kavira will return the check to the insurance plan.

1.7 Legal Advice and Compliance. Company acknowledges and agrees that Kavira has not provided, is not providing, and is not responsible for, any tax advice, legal advice, or other advice or recommendations regarding Company’s decision to enter into this Agreement or Company’s implementation of the arrangement described herein. Company acknowledges and agrees that it has and retains all responsibility for compliance with applicable state and federal laws and regulations applicable to it, and for any associated liability.

1.8 Disclosure of Health Information. Kavira and Company agree to comply with all laws regarding the confidentiality of patient health information, including state and federal privacy laws. All health records for Program Members treated by Kavira belong to Kavira. Kavira shall not release identifiable patient health information of any Program Member to Company except as required or permitted by applicable state and federal laws.

1.8.1 HIPAA Compliance. Specifically, and without limiting the generality of the paragraph above, each party agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and any current and future regulations promulgated thereunder (collectively “HIPAA Requirements”), including without limitation the federal privacy regulations as contained in 45 C.F.R. Part 164, the federal security standards as contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162. Each party shall refrain from any use or further disclosure of any Protected Health Information, as defined in 45 C.F.R. § 164.504, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d, other than as permitted by HIPAA Requirements and the terms of this Agreement.

1.9 Use of Company Name. Company agrees that Kavira may use Company's name and/or logo on Kavira's website and marketing materials during the term of this Agreement. Kavira will discontinue use of Company's name and logo promptly following termination of this Agreement.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. This Agreement will be effective on the day it has been signed by both parties (the "Effective Date") and continue for an initial term ending on the first anniversary of the Commencement Date (defined in Section 1.1), unless sooner terminated in accordance with Section 2.2. Thereafter, this Agreement will renew automatically on the anniversary of the Commencement Date for successive terms of one year each, until terminated in accordance with Section 2.2.

2.2 Termination. This Agreement may be terminated as follows:

2.2.1 By mutual written agreement of the parties.

2.2.2 By either party, effective at the end of the initial term or the end of any renewal term, by providing to the other party at least 60 days' written notice of nonrenewal prior to the end of the term.

2.2.3 By either party, upon written notice to the other, due to either party's insolvency or bankruptcy.

2.2.4 By either party due to the material breach of the Agreement by the other party, which breach is not cured to the non-breaching party's reasonable satisfaction within 30 days after such party has provided the breaching party with written notice of the breach.

2.3 Effect of Termination. Once notice of termination has been provided, Company will ensure that all Program Members are made aware of the termination of this Agreement. The parties will mutually agree on the content of all communications to Program Members regarding termination of this Agreement. All obligations that by their terms survive the termination of this Agreement shall survive the termination of this Agreement, together with Sections 1.7 and 1.8 of this Agreement.

ARTICLE 3 GENERAL PROVISIONS

3.1 [THIS SECTION INTENTIONALLY LEFT BLANK]

3.2 Indemnification. Each party agrees to indemnify, hold harmless and, at the other party's instruction, defend the other party and its directors, officers, employees, affiliates, successors and assigns from and against any third party claims and charges, and any and all loss,

costs, liability, damages, and expense of a third party claim (including, without limitation, reasonable attorneys' fees) which the indemnified party suffers that are directly attributable to (a) a breach of any representation, covenant or agreement of the indemnifying party contained in this Agreement; (b) a violation of applicable federal, state or local laws, rules or regulations by the indemnifying party or any of the indemnifying party's employees or representatives; and/or (c) the negligent or intentional acts or omissions of the indemnifying party; provided that in the event the law would allocate a portion of such liability to the non-indemnifying party because of its own fault, the indemnifying party shall not be required to indemnify for such portion. The indemnified party will notify the other party of any third party claim made against it within 10 days of knowledge of the claim if the indemnified party intends to seek indemnity under this paragraph with respect to such claim. This section shall survive termination of this Agreement.

3.3 Notice. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail or courier, with return receipt requested, or sent by secure email with use of a verifiable read-receipt function, to the party for which the notice is intended, at the address set forth in the signature block of this Agreement, or such other address of which a party has provided notice to the other pursuant to this section. The notice shall be deemed given and effective on the date indicated on the return or read receipt.

3.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements relating to the same subject matter. This Agreement may be amended only in a writing signed by both parties, except that Kavira may change the terms hereof without Company's consent (i) if and to the extent necessary to comply with applicable law or regulatory obligations, and (ii) as expressly permitted by the terms of this Agreement.

3.5 Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, the remaining provisions will not be affected. Should a regulatory agency or court demand, as the result of a change in law or policy regarding direct primary care programs, that Kavira return to Company any Membership Fees paid hereunder, Company agrees that Kavira shall be entitled to payment from Company in an amount equal to the reasonable value of the DPC Services actually rendered to Program Members during the period for which the refunded fees were paid, not to exceed the total fees paid by Company, and that Kavira may offset such amount against the amount to be refunded. This section shall survive termination of this Agreement.

3.6 Binding Effect; Assignment. This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which may not be unreasonably withheld, conditioned, or delayed.

3.7 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

3.8 Independent Contractor Status. The parties shall at all times be acting and performing as independent contractors. Nothing in this Agreement shall be construed to create

an employer/employee relationship, joint venture, partnership, or similar relationship between Kavira and Company or between any DPC Practitioner and Company.

3.9 No Waiver. The failure of either party to complain of any default by the other party hereunder or to enforce any of such party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such party's rights hereunder, including the right to seek monetary damages for a default. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

3.10 Dispute Resolution. Kavira and Company will work together in good faith to resolve any dispute(s) that arise between them relating to this Agreement ("Dispute"). To commence the resolution process, one party shall provide to the other written notice, in reasonable detail, of the Dispute. Within 10 days after receipt of such notice, a meeting will occur between representatives of each party with authority to resolve the issue in Dispute. If the parties are unable to resolve the issue to the parties' mutual satisfaction within a reasonable period of time, either party may pursue any legal remedy available to the parties in law or equity.

3.11 Force Majeure. Neither party shall be deemed to have breached this Agreement, nor be held liable for any failure or delay in the performance of any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond the reasonable control of the party, such as natural disasters, pandemic, civil unrest, war, labor shortages, changes in the law, etc. ("Force Majeure Event"). If either party is prevented from, or delayed in, performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other party as soon as reasonably practicable (to be confirmed in writing as soon as reasonably practicable) and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and the performance that is or will be affected. Such party will continue to use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

3.12 Subcontractors. Kavira may engage subcontractors to perform certain services provided for in this Agreement; provided that no such subcontract will relieve Kavira of its obligations under this Agreement and Kavira will be responsible for paying any such subcontractors for their services.

EXHIBIT A

DESCRIPTION OF DPC PROGRAM

The DPC Program provides members with routine primary care services as specified in Kavira's services listings and program overview posted at www.kavirahealth.com/services, as revised by Kavira from time to time ("DPC Services"). DPC Services will be provided when appropriate and medically indicated based on scientific evidence, sound medical judgment, and relevant professional guidelines. DPC Practitioners provide DPC Services through one or more of the following: text messaging, telehealth visits, other remote means, or house visits (including locations other than a member's residence if mutually agreed). Kavira's days and hours of operation and service availability are posted at www.kavirahealth.com/services. Kavira does not guarantee same day visits.

Certain DPC Services are not included in the Membership Fee, for example, certain screenings, diagnostic tests, labs and specialty labs, and medications, as indicated in Kavira's services listing. These DPC Services may be available from Kavira for an additional fee ("Additional Fee Services").

Any service that is not described in Kavira's services listings and program overview as included in the DPC Program is not a DPC Service (for example, hospital services and care normally provided by a specialist). Without limiting the scope of the prior sentence, DPC Services excludes professional services that DPC Practitioners are not authorized to perform or provide under the laws of the State of Minnesota and services that are not consistent with the training and experience of a primary care provider and/or that cannot be safely and appropriately provided via the DPC Program. Program Members requiring emergency services should call 911.

Additional terms of the DPC Program are set forth in the registration agreement between Kavira and the Program Member.

EXHIBIT B
PROGRAM MEMBERS; PAYMENT

1. **Program Members.**

Program Members are all individuals who meet, and are not excluded by, the following criteria:

- a. Program Members will include all individuals in the following categories, subject to paragraphs 1(b) and 1(c) below.
 - All Company employees enrolled in the medical plan.
 - The spouse (if any) and dependents (if any) of each Company employee who is a Program Member. For purposes of eligibility as a Program Member:
 - (a) “spouse” means an individual to whom the employee is legally married, including partners of the same sex, and shall include an employee’s domestic partner if and to the extent Company makes other employee benefits available on such basis; and (b) “dependents” means children who are eligible as an employee’s dependents for other employee benefits offered by Company, as determined by Company.
- b. Program Members will exclude the following categories of individuals who otherwise qualify as Program Members under paragraph 1(a) above:
 - Employees who do not live in Kavira’s service area; in which case the dependents, if any, of such employees will also be ineligible to be Program Members under this Agreement.
 - The dependents of any Company employees who are not Program Members.
- c. Any individual who otherwise qualifies as a Program Member will be excluded as a Program Member for purposes of this Agreement if one or more of the following circumstances occur, effective as of the date any of the following occur:
 - The individual’s employment by Company has terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).
 - In the case of a spouse or dependent, the employment of the person through whom such individual is eligible under this Agreement is terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).

In the event a Program Member becomes no longer employed with Company, and is disenrolled from the DPC Program, that Member (and his or her spouse/dependents) may continue their membership directly with Kavira at the

Membership Fee applicable under this Agreement, for up to the maximum period required under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and applicable guidance, by re-enrolling into the DPC Program through the Company’s COBRA administrator.

2. **Program Member Listing; Onboarding.**

Prior to the Commencement Date (the first day of the first month upon which Kavira is implemented) of this Agreement, or such other date as the parties mutually identify in writing, Company will input all initial Program Members information into the electronic platform identified by Kavira.

Company will ensure that the Program Members listing remains up-to-date from month to month consistent with the qualifications set forth in Section 1 of this Exhibit B. Company will use best efforts to add all newly eligible individuals to and delete any newly ineligible individuals from the listing promptly after becoming aware of the change, indicating the effective date of the change.

Newly eligible individuals will become Program Members as of the date the individual becomes eligible to be a Program Member. Program Member deletions will be effective as of the end of the month in which the individual ceases to meet the eligibility requirements.

Company will assist and cooperate with Kavira to ensure that Program Members are informed about the DPC Program, receive appropriate materials from Kavira, and complete applicable registration activities in a timely manner.

3. **Membership Fees.**

As of the Effective Date, the Membership Fees per Program Member per month or per partial month of membership are the following:

Monthly Membership Fee for each Program Member who is:	
Employee of Company Receiving House Visits	\$27.00
Employee of Company Receiving Telehealth Only Visits	\$0.00
Spouse of an Employee of Company	\$0.00
Dependent of an Employee of Company	\$0.00

Kavira does not offer pro-rated monthly Membership Fees. Accordingly, Company will be charged the full monthly amount of Membership Fees regardless of whether the Program Member joins the DPC Program after the first of the month or disenrolls prior to the end of the month. Membership benefits will continue through the last day of the month in which the termination or dis-enrollment occurs. Company agrees that it will communicate to Program Members the language contained in this paragraph pertaining to continued benefits for dis-enrolled Program Members.

The Membership Fees are subject to change as permitted by the Agreement.

Kavira will not charge or seek to collect directly from any Program Member any Membership Fees that are the obligation of Company hereunder.

4. **Payment Schedule.**

From and after the Commencement Date, Company agrees to pay the Membership Fees on a monthly basis, in advance, for all Program Members. Kavira will invoice Company by the 7th day of each month based on Program Member census data available on or about the 1st day of the month.

Company agrees to pay by the 15th day of each month.

Any discrepancy in Membership Fees paid for a given month as compared to Membership Fees owed for the actual Program Member census in that month due to adjustments made after invoicing will be reconciled and reflected in the invoice for the next month.

5. **Clinic Holiday Closures**

Kavira's clinic is closed, and does not provide care, on the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving (virtual only 8am-2pm CT) Christmas Eve (Virtual only 8am-2pm CT), Christmas, and New Year's Eve (virtual only 8am-2pm CT). If the holiday falls on a Saturday, the preceding Friday will be the observed holiday; if the holiday falls on a Sunday, the following Monday will be the observed holiday.

6. **Additional Fee Services**

Program Members who elect to receive Additional Fee Services from Kavira are responsible for paying Kavira directly for such services in accordance with the member registration agreement.

CERTIFICATE *of* SIGNATURE

REF. NUMBER

BJMUY-XSCXA-TEUQV-KDJUD

DOCUMENT COMPLETED BY ALL PARTIES ON

03 SEP 2026 18:18:10

UTC

SIGNER

TIMESTAMP

SIGNATURE

CAITLIN BALK

EMAIL

CAITLIN.BALK@KAVIRA.HEALTH

SENT

03 SEP 2026 18:18:09

SIGNED

03 SEP 2026 18:18:10

Andrew Headrick

IP ADDRESS

73.5.134.15

LOCATION

MINNEAPOLIS, UNITED STATES





City Council Action Request

7.D.

Meeting Date	9/16/2026				
Department	Administration				
Agenda Category	Action Item				
Title	2027-2028 Firefighters Labor Contract				
Staff Recommendation	Approve the 2027 - 2028 labor contract with the Firefighters Union. All wage and benefits costs have been budgeted for in the 2027 budget.				
Budget Implication	Included in the 2027 Budget.				
Attachments	<table><tr><td>1.</td><td>Memo - Firefighter Contract</td></tr><tr><td>2.</td><td>2027-2028 Fire Labor Contract - union signed</td></tr></table>	1.	Memo - Firefighter Contract	2.	2027-2028 Fire Labor Contract - union signed
1.	Memo - Firefighter Contract				
2.	2027-2028 Fire Labor Contract - union signed				



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

From: Joe Fischbach, HR Manager

Date: September 8, 2026

Subject: 2027 - 2028 Firefighters Labor Contract

Introduction

The City and the Firefighters labor union have tentatively agreed to 2027 - 2028 labor agreement, subject to City Council approval.

Background

Management staff and representatives of the labor union met on two occasions and one other time with a MN BMS mediator and were successful in reaching a two-year tentative agreement for 2027 - 2028, subject to City Council approval.

Wages

The contract calls for a cost-of-living adjustment (COLA) of 3.5% in each of the two years. The external comparable wage data calls for a 7% market adjustment and is implemented at 3.5% each of the two years of the contract.

The Fire Marshal position is now at the same pay level as the Fire Captain position.

The parties also negotiated a new step plan for the Firefighter/EMT position. Seven steps (5 years) are reduced to two steps (two years). Traditionally, Firefighter/EMTs are Paramedic certified by the end of their second year and promoted to the Firefighter/Paramedic pay grade.

Field Training Officer (FTO) pay will increase from \$500 to \$600 per new employee.

Firefighter/Paramedic Accelerated Recruitment Agreement

The union has previously agreed to the Firefighter/Paramedic Accelerated Recruitment Agreement and the terms contained within. This contract formally recognizes that acknowledgement and agreement.

Short-term Disability

Language was added to the contract so the short-term disability policy coordinates with the new MN Paid Leave law.

Other Provisions

Attorney Susan Hansen is assisting the City with negotiations this year. This is her first year working with the City. As such, she recommended several updates to provisions in the labor contract that both sides agreed to. They include Recognition, Grievance

Procedure, Seniority, Personnel Reduction, Discipline, MN Paid Leave, ESST, Uniform Allowance and Meet & Confer.

Recommendation

Staff is recommending Council approve the 2027 - 2028 labor contract with the Firefighters union. All wage and benefits costs have been budgeted for in the 2027 budget.

LABOR AGREEMENT

CITY OF COTTAGE GROVE

AND

**COTTAGE GROVE PROFESSIONAL FIREFIGHTERS
ASSOCIATION, IAFF LOCAL 2570**



JANUARY 1, 2027 - DECEMBER 31, 2028

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**LABOR AGREEMENT
BETWEEN
CITY OF COTTAGE GROVE
AND
COTTAGE GROVE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
IAFF LOCAL NO. 2570**

2027-2028

PREAMBLE AND STATEMENT OF PURPOSE

This AGREEMENT made and entered into by and between the CITY OF COTTAGE GROVE, hereinafter referred to as the EMPLOYER, and the COTTAGE GROVE PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL NO. 2570, hereinafter referred to as the UNION.

The intent and purpose of this AGREEMENT is to:

1. Establish hours, wages and other conditions of employment.
2. Establish procedures for the resolution of disputes concerning interpretation and/or application of this Agreement.
3. Specify the full and complete understanding of the parties.
4. Place in written form by Agreement, the terms and conditions of employment which will be in effect for the duration of this Agreement as specified in Article XXXII.

ARTICLE I - RECOGNITION

- 1.1 The EMPLOYER recognizes the UNION as the exclusive representative for all full-time firefighters, full-time captains and full-time Fire Marshals employed by the City of Cottage Grove, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14, excluding supervisory and confidential employees and all other employees.
- 1.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE II - DEFINITIONS

- 2.1 UNION: The Cottage Grove Professional Firefighters Association, IAFF Local 2570
- 2.2 DEPARTMENT HEAD: The Public Safety Director of the City of Cottage Grove or designated representative
- 2.3 EMPLOYER: The City of Cottage Grove
- 2.4 UNION MEMBER: A member of the Cottage Grove Professional Firefighters Association, IAFF Local 2570
- 2.5 EMPLOYEE: A member of the formally recognized bargaining unit
- 2.6 SENIORITY: The length of continuous full-time service within the bargaining unit
- 2.7 PROBATION: All new or rehired employees will serve a twelve (12) month probationary period
- 2.8 OVERTIME: Work performed at the express authorization of the EMPLOYER at times other than the normal hours of duty
- 2.9 UNION OFFICER: Officer elected or appointed by the Cottage Grove Professional Firefighters Association, IAFF Local 2570
- 2.10 AGREEMENT: The Collective Bargaining Agreement between the City of Cottage Grove and the Cottage Grove Professional Firefighters Local 2570, IAFF, AFL-CIO, CLC as identified in the preamble.

ARTICLE III - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate a certain employee from the bargaining unit to act as Steward and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the city under the provisions of this Article.

ARTICLE IV - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and/or condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE V - GRIEVANCE PROCEDURE

- 5.1 This grievance procedure is established to resolve any specific dispute between the employee and the EMPLOYER concerning and limited to the interpretation or application of the provisions of this AGREEMENT. The UNION will notify the EMPLOYER annually of members of the grievance committee and of changes to same.
- 5.2 A grievance shall be resolved in the following manner: The grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision or provisions of the contract allegedly violated, and the relief requested.
- Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the FIRE CHIEF in writing. The FIRE CHIEF will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the FIRE CHIEF'S final answer in step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.
- Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the PUBLIC SAFETY DIRECTOR. The PUBLIC SAFETY DIRECTOR shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the PUBLIC SAFETY DIRECTOR'S final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

- Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the CITY ADMINISTRATOR OR DESIGNEE. The CITY ADMINISTRATOR OR DESIGNEE shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the CITY ADMINISTRATOR'S OR DESIGNEE'S final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.
- Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.
- 5.3 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the Union and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision of the arbitrator shall be final and binding on both parties and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fee and expense of the arbitrator shall be divided equally between the EMPLOYER and the UNION, provided however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
- 5.4 The EMPLOYER and the UNION mutually agree that the grievance and arbitration procedures contained in this AGREEMENT are the sole and exclusive means of resolving all grievances arising under this AGREEMENT.
- 5.5 An employee presenting a grievance may elect to be represented by a UNION representative of the employee's choice at any step in the grievance procedure.

- 5.6 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union.

Election of Remedies. In the event more than one procedure is available for resolution of a grievance arising under this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration pursuant to Step 4 of this Article or a procedure including but not limited to fair employment or veterans preference. If appealed to any procedure other than arbitration pursuant to Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE VI - SENIORITY

- 6.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all job-relevant qualification factors are equal, as determined by the City.
- 6.2 Layoff shall mean a reduction of work force. The Employer shall determine the classification to be reduced. Employees within the classification to be reduced in the work force shall be elected for layoff based on seniority. When the classification is increased after a layoff, seniority will be the determining criterion for recall when the job-relevant qualification factors are equal, as determined by the City. Recall rights under this provision will continue for twelve (12) months after lay off. No new employee shall be hired into the bargaining unit until the laid off employee has been given the opportunity of returning to work. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

- 6.3 There shall be a seniority list established which shall be based on total service within the bargaining unit.
- 6.4 Vacation periods shall be selected on the basis of Seniority of total service within the bargaining unit.
- A. Bidding shall occur on a bi-annual basis
 - i. January – June
 - ii. July – December
 - B. Bidding shall be completed no later than December 1st for January-June and no later than June 1st for July – December bid periods.
 - C. Vacations shall be granted in seniority order.

ARTICLE VII - COMPUTATION OF SERVICE

- 7.1 Each full-time employee will complete one (1) full year of service upon the anniversary of the employee's entrance into the Fire Department as a full-time employee. Part-time service will not be considered for service time.

ARTICLE VIII - DISCIPLINE

- 8.1 The City will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 8.2 Suspension, demotion and discharge will be in written form.
- 8.3 Written reprimands and notices of suspension shall become part of the employee's personnel file and shall be read and acknowledged by the employee. An employee will receive copies of reprimands, suspensions and discharges.
- 8.4 Employees may examine their own individual personnel record at reasonable times, under the direct supervision of the City.
- 8.5 Grievances pertaining to this Article shall be initiated by the employee in Step 1 of the grievance procedure, under Article V.
- 8.6 Employees shall not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE IX - HOURS OF WORK

- 9.1 The sole authority to establish and revise work schedules is that of the EMPLOYER. The work year will either be 2,080 or 2,756 hours. This will be achieved by being scheduled 160 or 212 hours every 28 days. In no case shall an employee work more than 2,080 or 2,756 hours in any one calendar year at straight time (paid work time, compensatory time, annual leave time and training time will be credited toward 2,080 or 2,756 hours).
- 9.2 The hours between 10:00 PM and 7:00 AM shall be considered quiet time. Employees shall respond to calls for service during these hours. All other duties shall be completed during non-quiet time hours. This article does not apply to employees working a 2,080 schedule.
- 9.3 Except as outlined in Section 9.4, The City will give five (5) days' advanced written or oral notice to the employee affected by establishment of work days different from the employee's regular work schedule. Written notice shall not be given on days off.
- 9.4 The EMPLOYER may change the work schedule of an employee with less than five (5) working days advance email notice in the event that work is required because of an emergency situation, breakdown of municipal equipment or facilities, or employee illness/injury. Written notice shall include date(s) and time(s) of work schedule changes. Temporary, non-emergency shift change requirements which involve less than five (5) days' advance notice will be posted requesting employees to volunteer for such shift changes.
- 9.5 An employee who is scheduled to work during changes in daylight savings time shall account for the time change as follows: Employees working one hour longer than their normal shift shall receive one (1) hour pay at one and one-half (1 ½) time the employee's base pay rate. Employees working one hour less than their normal shift shall submit a time off request that deducts one (1) hour from their Annual Leave or comp time balance.

ARTICLE X - OVERTIME PAY

- 10.1 Employees will be compensated at one and one-half (1-1/2) times the employee's rate of pay for hours worked in excess of the employee's scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.
- 10.2 For the purpose of computing overtime compensation overtime worked shall not be pyramided or paid twice for the same hours worked.

ARTICLE XI – COMPENSATORY TIME

- 11.1 An Employee may request that each hour of time eligible for overtime under Article X, in lieu of payment, be accumulated as compensatory time at the rate of 1½

hours for each eligible hour, provided that the maximum compensatory hour balance for each Employee shall at no time exceed 80 hours. All compensatory time shall be taken at the discretion of the Department Head. A supervisor may authorize the taking of up to two scheduled shifts at the discretion of the Chief or a designated supervisor. Employees may not accrue compensatory time for third party payer coverage (i.e. St. Paul Park EMS coverage).

- 11.2 Employees who wish to be paid for their accumulated compensatory time may request such payment by email to the Payroll Specialist. The request should detail how many accumulated hours the employee wants paid out. Payment will be made with the next biweekly paycheck.

ARTICLE XII - CALLBACK PAY

- 12.1 An employee covered by this AGREEMENT who is called back to work from off-duty at a time other than the employee's normally scheduled shift, will be compensated for a minimum of three (3) hours' pay at one and one-half (1-1/2) times the employee's basic pay rate. This provision shall not apply to early reports or extension of shifts.
- 12.2 Employees called back to work as detailed in 22.2 will receive two (2) times their regular rate of pay. If the call back extends into a non-holiday day, the employee will receive one and one-half (1-1/2) times the employee's basic pay rate for those hours.

ARTICLE XIII - INJURY ON DUTY

- 13.1 An employee injured in the line of duty, covered by Worker's Compensation laws of the State of Minnesota and eligible for Worker's Compensation pay and other insurance, shall be guaranteed the employee's regular pay by the Employer for 480 hours on the 2,080 schedule and 636 hours on the 2,756 schedule, beginning with the first (1st) working hour after such injury. The Employer will pay the difference between the Firefighters' weekly pay and Worker's Compensation check. At the end of the 480 or 636 hour period, the Firefighter may draw on accumulated annual leave. The Employer will require the injured Firefighter to provide a doctor's certificate that the Firefighter is capable of returning to work and to resume normal duties. The injured employee will allow the Employer access to medical records on file with the Worker's Compensation insurance carrier or State Worker's Compensation Commission.

ARTICLE XIV - JURY DUTY - COURT TIME

- 14.1 Jury Duty: An employee who is summoned to serve on a jury shall be granted compensation equal to the difference between the employee's regular rate of pay and compensation paid to the employee for serving on a jury. An employee who is excused from jury duty prior to the completion of an eight (8) hour work day is expected to return to work for the completion of that day. An employee shall notify

his/her supervisor upon receipt of a summons to appear for jury duty, in order to claim jury leave.

14.2 Court Time: An employee who is required to appear in court on Fire Department business during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1-1/2) times his/her regular rate of pay. The employee does not qualify for the two (2) hour minimum when the court appearance falls during his/her regularly scheduled shift.

14.3 An employee who is required to appear in court on his/her scheduled day off will receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate.

If a court appearance on off-duty time is canceled with less than eight hours notice to the employee, the employee shall receive a minimum of two hours pay at one and one-half times the employee's base rate.

ARTICLE XV – SHORT TERM DISABILITY BENEFITS

15.1 The City shall provide short-term disability benefits for those regular employees who are covered by annual leave. Short-term disability benefits shall be paid to such an employee who shall have missed 160 consecutive work hours working a 2,080 schedule or 212 consecutive work hours working a 2,756 schedule of employment due to illness or injury.

15.2 The amount of the short-term disability benefit payable shall be the difference between the employee's regular rate of pay, in effect at the time of the injury or illness unless otherwise approved by the City Administrator or his/her designee and any payment(s) the employee receives or anticipates receiving in the nature of wage loss replacement whether it be from MN Paid Leave, Long-term Disability, Personal Short-term Disability, Workers Compensation, Public Employees Retirement Association (PERA) disability, Social Security, personal injury protection, or any other source, payable from the 161st work hour on the 2,080 schedule and 213th work hour on the 2,756 schedule following the employee's initial absence from work due to injury or illness and continuing for a maximum of 720 work hours on the 2,080 schedule and 954 work hours on the 2,756 schedule. The intent of this benefit is to make employees whole for qualifying illnesses and/or injuries. Any other payments made to the employee because of injury and/or illness must be disclosed to the City in order for the City to coordinate the benefit.

15.3 Any employee receiving payments under the short-term disability benefit plan shall not accrue annual leave during the period of time of disability. In order to qualify for short-term disability benefit, the employee shall submit medical documentation, such as FMLA paperwork, from a physician certifying that the first 160 consecutive work hours on the 2,080 schedule or 212 consecutive work hours on the 2,756 schedule of the employee's absence was due to injury or illness.

- 15.4 In order to continue receiving short-term disability benefits, an employee must regularly submit medical documentation substantiating the disability for the duration of the disability at the City's request from a physician certifying that the absence from work is due to injury or illness.
- 15.5 The employee shall further provide to the City a release of medical information authorizing the City, or its agents, access to the employee's medical records relevant to the specific injury or illness in question for the purpose of sustaining disability.
- 15.6 The employee shall, if required or requested, submit to an examination at the City's expense by a physician designated by the City in order to verify the injury or illness claimed by the employee.
- 15.7 Before qualifying for short-term disability benefits, an employee must complete all required City forms to the City's satisfaction. In order to continue to receive short-term disability benefits, all required City forms must remain in effect for the duration of the disability.
- 15.8 Each new event which results in short-term disability benefits shall be preceded by a new waiting period of 160 consecutive work hours on the 2,080 schedule and 212 consecutive work hours on the 2,756 schedule. Each new event shall be subject to the provisions of this Article.
- 15.9 If any employee returns to work on a part-time basis during the 720 work hours on the 2,080 schedule and 954 work hours on the 2,756 schedule, each hour in which the employee works will not count toward the 720 work hours on the 2,080 schedule and 954 work hours on the 2,756 schedule benefit period.
- 15.10 Effective May 21, 2012, a short-term disability bank (Bank) will be established. This Bank will assist an employee get through the 160 or 212 hour waiting period before short-term disability benefits start. The hour requirement will be offset by any payments made under the MN Paid Leave program. The maximum number of hours in each employee's Bank will be 80 hours on the 2,080 schedule and 106 hours on the 2,756 schedule. Each new and current employee will start with 25 hours on the 2,080 schedule and 35 hours on the 2,756 schedule in their Bank. Each employee will accrue 1 hour into their Bank per pay period, up to the 80 or 106 hour maximum. Employees must reach the 160 or 212 hour waiting period to receive this benefit, no exceptions. This benefit will be paid retrospectively. Once the employee qualifies for short-term disability benefits, all accrued Bank hours will be used to replace unpaid (if any), Annual Leave and Compensatory time hours an employee used to get through the 212 hour waiting period. Bank hours will always replace any unpaid hours first. Bank hours are not transferable to another employee. Bank hours will not be paid out when an employee leaves City employment. In order to receive this benefit,

the employee must comply with all other provisions of Short-term Disability Benefits policy.

ARTICLE XVI - SHIFT TRADES

16.1 Shift trades will be allowed if they meet the following conditions:

1. Shift trades are voluntary between two bargaining unit members.
2. All substitutions must be approved by the Fire Chief, or designee. The shift exchange must be for a full shift. The written request must state when both employees will work. No open-ended exchanges will be granted.
3. Shift trades may not cause an employee to work more than 48 straight hours.
4. The City may refuse any substitution that may lead to violations of federal, state, or local law or in violation of any City or departmental policy.
5. For all substitutions, the City shall pay the employees according to the original work schedule.
6. All benefits shall accrue according to the original work schedule.
7. No employee is entitled to overtime for time substituting for another employee.
8. No employee shall substitute for another employee for more than two shifts within a 28 day pay period.
9. Payment for the substituted hours is a matter of agreement between the employees.
10. The City has no obligation to track substituted hours.
11. Employees working a 2,080 schedule may not exchange shifts with employees working a 2,756 schedule and vice versa.

ARTICLE XVII – ANNUAL LEAVE

17.1 Each full-time employee shall earn annual leave at a per pay period rate which will total the following amounts. These amounts include 104 hours on the 2,080 schedule and 138 hours on the 2,756 schedule of Holiday hours.

For employees working a 2,080 schedule

0 through 4 years City (or equivalent) employment	272 hours per year
5 through 9 years City (or equivalent) employment	296 hours per year
10 through 14 years City (or equivalent) employment	320 hours per year
15 through 19 years City (or equivalent) employment	352 hours per year
20+ years City (or equivalent) employment	368 hours per year

For employees working a 2,756 schedule

0 through 4 years City (or equivalent) employment	361 hours per year
5 through 9 years City (or equivalent) employment	393 hours per year
10 through 14 years City (or equivalent) employment	425 hours per year
15 through 19 years City (or equivalent) employment	467 hours per year
20+ years City (or equivalent) employment	488 hours per year

Employees currently earning 382 hours/year of Annual Leave will stay at the accrual rate until they reach 10 years of service.

At the start of employment, employees shall be credited with at least forty (40) hours of annual leave that they can use before it is earned. Annual leave shall be accrued at the accrual rates as the employee works, and the total number of earned annual leave hours shall be provided to the employee each pay period. If an employee fails to make it to one year of employment, the 40 hours of Annual Leave will not be paid out.

- 17.2 Except in the case of injury or illness, annual leave may only be taken upon approval of the employee's supervisor, which approval shall not be unreasonably withheld.
- 17.3 Annual leave earned shall be accrued and the total number of earned annual leave hours shall be provided to the employee each pay period. Annual leave with pay may not be taken unless it has been earned. Except in the case of injury or illness, no employee working a 2,080 hour schedule shall be allowed to take more than 280 consecutive hours of annual leave at one time. Except in the case of injury or illness, no employee working a 2,756 hour schedule shall be allowed to take more than 328 consecutive hours of annual leave at one time.
- 17.4 Employees who terminate employment with the City and have annual leave time remaining shall be paid for their accrued annual leave, except for probationary employees who have not achieved regular status employment.
- 17.5 An employee who uses annual leave for illness or injury may be required to present evidence that he/she is again able to perform the duties of his/her employment.
- 17.6 Annual leave must be taken in increments of no less than one-half (1/2) hour.
- 17.7 Except as provided in the conversion section below, no employee working a 2,080 hour schedule may carry over more than 280 hours of accumulated annual leave from one year to the next. Except as provided in the conversion section below, no employee working a 2,756 hour schedule may carry over more than 328 hours of accumulated annual leave from one year to the next. In the event that an employee working a 2,080 hour schedule has in excess of 280 accumulated hours of annual leave after completion of the last full pay period in the calendar year, the employee's accrued annual leave shall be reduced to 280 hours. In the event that an employee working a 2,756 hour schedule has in excess of 328 accumulated hours of annual leave after completion of the last full pay period in the calendar year, the employee's accrued annual leave shall be reduced to 328 hours.
- 17.8 Effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave, or an alternative private plan, on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minnesota Statute §268B.14.

- 17.9 Employees will receive the same benefits as the non-represented employee group regarding the Earned Safe and Sick Time (ESST) Policy in the Personnel Policy, as approved by the City Council. The documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

Employees are not eligible to utilize leave for the purposes listed under the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 1, clause (4), if the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event unless authorized by the Department Head or designee.

ARTICLE XVIII - ANNUAL LEAVE CONVERSION

- 18.1 Once per year, on either the first pay period after April 1 or the first pay period after October 1, any employee who has completed at least seven (7) years of service with the City may exchange up to twenty-four hours of accumulated annual leave for payment equal to twenty-four (24) hours of pay at his/her current rate. Any employee who has completed at least fifteen (15) years of service with the City may exchange up to forty (40) hours accumulated annual leave for payment equal to forty (40) hours of pay at his/her existing rate.

ARTICLE XIX – BEREAVEMENT LEAVE

- 19.1 Each full-time employee may request up to three (3) shifts of bereavement leave in the event of a death in the immediate family. Immediate family is defined as: spouse, parent (including stepparent or legal guardian), child (including stepchild/foster child), sibling (including stepsibling), grandparent, grandchild, parent-in-law, brother/sister-in-law, and son/daughter-in-law. The City Administrator or designee will be responsible for approving or denying requests for bereavement leave. Bereavement leave shall not be charged against an Employee's leave balance.

ARTICLE XX - SALARY

- 20.1 Salaries effective January 1, 2027 through December 31, 2028:

Firefighter/EMT	Start	1 year
Pay starting 1/1/2027- 2,080 schedule	42.60	43.05
Pay starting 1/1/2027- 2,756 schedule	32.15	32.49
Pay starting 1/1/2028- 2,080 schedule	43.87	44.34
Pay starting 1/1/2028- 2,756 schedule	33.11	33.46

	80%	83.8%	86.7%	89.6%	92.4%	96.2%	100%
	start	6 mnths	1 year	2 yrs	3 yrs	4 yrs	5 yrs
Firefighter/Paramedic- 2,080 schedule	A	B	C	D	E	F	G
Pay starting 1/1/2027- 3.5% COLA & 3.5% market adjustment	45.15	47.30	48.93	50.57	52.15	54.30	56.44
Pay starting 1/1/2028- 3.5% COLA & 3.5% market adjustment	48.37	50.67	52.42	54.17	55.86	58.16	60.46
	80%	83.8%	86.7%	89.6%	92.4%	96.2%	100%
Firefighter/Paramedic- 2,756 schedule	A	B	C	D	E	F	G
Pay starting 1/1/2027- 3.5% COLA & 3.5% market adjustment	34.09	35.71	36.94	38.18	39.37	40.99	42.61
Pay starting 1/1/2028- 3.5% COLA & 3.5% market adjustment	36.52	38.25	39.57	40.90	42.18	43.91	45.64

Normal progression through the pay steps will be as follows:

Beginning	- Step A
6 Months	- Step B
1 Year	- Step C
2 Years	- Step D
3 Years	- Step E
4 Years	- Step F
5 Years	- Step G

Fire Captain- 2,756 hours	Start	1 year	2 yrs
Pay starting 1/1/2027- 3.5% COLA & 3.5% market adjustment	47.80	48.75	49.70
Pay starting 1/1/2028- 3.5% COLA & 3.5% market adjustment	51.20	52.22	53.24
Fire Marshal- 2,080 hours	Start	1 year	2 yrs
Pay starting 1/1/2027- 3.5% COLA & 3.5% market adjustment	63.34	64.59	65.85
Pay starting 1/1/2028- 3.5% COLA & 3.5% market adjustment	67.85	69.19	70.54

The City maintains the right to start a new employee at any step it deems appropriate.

Employees assigned as a FTO will receive \$300 when they complete a Phase 1 field training officer (FTO) cycle with a new hire, \$200 when they complete a Phase 2 field training officer (FTO) cycle with a new hire and \$100 when they complete a Phase 3 field training officer (FTO) cycle with a new hire. Employees must specifically be assigned as a FTO by the Fire Chief or designee.

Employees with a Bachelor's degree will receive 1.5% above their hourly wage. Employees with a Master's degree will receive 3% above their hourly wage. Employees must have earned their degree at an institution accredited by the Higher Learning Commission. Exceptions may only be approved by the City Administrator.

All designated firefighters expressly authorized by the EMPLOYER to perform as a fire apparatus operator or community paramedic shall receive a differential of five percent (5%) above their hourly rate. Only one employee per crew will be eligible for the two assignments.

Employees with 5 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by \$0.50 per hour. Employees with 10 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by \$1.00 per hour. Employees with 15 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by \$1.50 per hour. Employees with 20 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by \$2.00 per hour. Employees with 25 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by \$2.50 per hour.

The Union acknowledges and agrees to the terms of the City's Accelerated Firefighter/Paramedic Recruitment Pay agreement. The union will not be financially liable for any expenses not paid back to the City by the employee.

ARTICLE XXI - WORKING OUT OF CLASSIFICATION

- 21.1 Any person covered by this AGREEMENT who is required to accept the full responsibility and carry out the duties of a position of rank within the bargaining unit above that which the employee normally holds, shall be paid at the rate for that position or rank while so assigned for more than two consecutive weeks.

ARTICLE XXII - HOLIDAYS

- 22.1 Holiday hours have been accounted for in Annual Leave accruals.
- 22.2 Employees who work hours on the actual holiday will receive overtime at the rate of one and one-half times their regular rate of pay. The holidays are:

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

ARTICLE XXIII - UNIFORM ALLOWANCE

- 23.1 The EMPLOYER will supply all uniforms and equipment to meet Fire Department standards as established by department policy at no cost to the employee.
- 23.2 Upon commencing employment, newly hired employees shall receive an initial issue of necessary uniform items.

New hires will receive the following initial issue:

- (4) short sleeve t-shirts
- (4) long sleeve t-shirts
- (4) quarter zip shirts
- (1) polo shirt
- (4) pants
- (1) softshell jacket
- (1) softshell vest
- (1) long-sleeve uniform shirt
- (1) belt
- (1) pair duty boots (\$200 max)
- (1) Basketweave key keeper - optional
- (1) NY strap radio holder – optional

Employees will be fitted for new turnout gear within two weeks of their start date. This does not apply if the new employee was a part-time employee.

- 23.3 Initial Issue Payback – a) If employee fails to complete the probationary period they must reimburse the City for initial issue costs not recoverable to the City. b) If an employee voluntarily resigns within their probationary period, they will be required to reimburse the City of Cottage Grove for the costs of the initial provision of uniforms and equipment.

ARTICLE XXIV - INSURANCE

- 24.1 All eligible full-time employees shall participate in the Employer's insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of both the City's personnel policies and insurance plan documents between the City and insurer. For the term of this agreement, the Employer will contribute toward the premium for health insurance on the same basis and subject to the same conditions and restrictions as the basic program for employees covered by the Non-represented Pay Plan, as it may be amended from time to time.
- 24.2 The EMPLOYER will pay the premium for group life insurance for each employee; coverage to equal One Thousand Dollars (\$1,000.00) per One Thousand Dollars (\$1,000.00) of annual base wages.

ARTICLE XXV – MEET & CONFER

- 25.1 Upon request of either party, the Employer and the Union agree that the Employer and Union membership will meet and confer as needed, relative to health, safety, and such other matters the parties may mutually agree to discuss.

ARTICLE XXVI – TRAINING

- 26.1 The Employer agrees to pay for costs associated with maintaining the following certifications and licenses; MFSCB Firefighter I, MFSCB Firefighter II, MBFTE Firefighter License, NREMT-Paramedic, MNOEMS-Paramedic, American Heart Association-ACLS, American Heart Association-PALS, American Heart Association-Healthcare Provider CPR.
- 26.2 Upon Employee's receipt of Firefighter License as required by state statute 299N.05, the Employer shall pay all licensing fees and provide all necessary training and documentation as required by state statute.

ARTICLE XXVII. ADVANCED RESIGNATION POLICY

- 27.1 Employees will receive the same benefits as the non-represented employee group regarding the Advanced Resignation Policy in the Personnel Policy, as it may be amended from time to time in the City's discretion.

ARTICLE XXVIII. PAID PARENTAL LEAVE POLICY

- 28.1 Employees will receive the same benefits as the non-represented employee group regarding the Paid Parental Leave Policy in the Personnel Policy, as it may be amended from time to time in the City's discretion.

ARTICLE XXIX. RECOGNITION AWARDS

- 29.1 Employees will receive service recognition payments and awards as detailed in the Public Purpose Policy, as approved by the City Council.

ARTICLE XXX - APPENDICES AND AMENDMENTS

- 30.1 All appendices and amendments to this AGREEMENT shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this AGREEMENT.

ARTICLE XXXI - SAVINGS CLAUSE

- 31.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Washington County. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE XXXII - DURATION

- 32.1 This contract represents the complete AGREEMENT between the EMPLOYER and the UNION and shall be effective as of the 1st day of January 2027, and shall be in full force and effect until the 31st day of December 2028.

ARTICLE XXXIII – WAIVER CLAUSE

- 33.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 33.2 The parties mutually acknowledge that during the negotiations which resulted in the AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

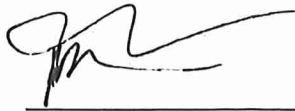
IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT effective January 1, 2027.

**FOR COTTAGE GROVE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION, IAFF LOCAL 2570**


Union President

**FOR THE CITY OF COTTAGE
GROVE**

Mayor



Union Vice President

City Administrator

WORK SCHEDULE MEMORANDUM OF UNDERSTANDING

Between

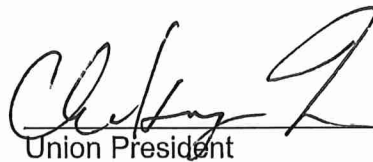
CITY OF COTTAGE GROVE And IAFF LOCAL 2570

Employees hired before January 1, 2022 will not be forced to work a 2,080 hour work schedule. If the City does post a 2,080 work schedule, employees hired before January 1, 2022 may voluntarily bid for that schedule if they so choose.

For the City of Cottage Grove

For IAFF Local 2570

Jennifer Levitt, City Administrator



Union President

Dated _____

Dated 9/14/26



City Council Action Request

7.E.

Meeting Date 9/16/2026

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: September 9, 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 16, 2026

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-003184	9684	65th Street South	Tesfaye, Daniel
RENT-003265	6690	Jasmine Avenue South	MaiNhia Yang
RENT-003278	8442	68th Street South	Benjamin A Nguimatsa
RENT-003280	9526	63rd Street South	Mauzy Properties



City Council Action Request

7.F.

Meeting Date	9/16/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Utilities Superintendent - Rasmussen		
Staff Recommendation	Appoint Matt Rasmussen as Utilities Superintendent, at grade 21, step 6 of the Non-represented Pay Plan. All wages and benefits for the position are within the approved budget. The start date will be as soon as possible.		
Budget Implication	Included in the Budget		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Utilities Superintendent Hiring</td></tr></table>	1.	Memo - Utilities Superintendent Hiring
1.	Memo - Utilities Superintendent Hiring		



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Joe Fischbach, Human Resources Manager
Date: September 8, 2026
Subject: Utilities Superintendent Hiring Memo

Background

On July 28th, staff, in partnership with GMP Consultants, posted the Utilities Superintendent position. Over the past month, staff has interviewed five applicants and brought back three to tour the facilities and meet the Utilities staff.

Staff is recommending that Matt Rasmussen be appointed to the position of Utilities Superintendent by the City Council. Matt has been the Assistant Superintendent Water Plant Operations for the City of Minneapolis since June 2017. His duties include overseeing operations of 120 million gallons per day (MGD) Class A surface water treatment facilities and distribution pumping systems and associated campuses. This includes managing over \$1 billion in utility assets. This asset management experience will be crucial as the Utilities division seeks to expand its asset management capabilities. He provides supervision and leadership for several water treatment plant supervisors and operations staff. He is responsible for developing and managing capital projects, master plans, and associated budgets. He also serves as a project manager as needed. He is responsible for the service contracts for the operation and security of the water treatment facilities. His expertise was used in 2022 as a Loaned Executive to the City of Jackson, Mississippi, when flooding caused a drinking water crisis. He aided in restoring water filtration plants to full capacity and reliable service. He created an emergency operator training program and licensing program. He also provided technical guidance and recommendations to emergency management staff and City of Jackson officials. He is ICS 300 All Hazards certified. He currently has a State of Minnesota Class C water license. Matt is currently the Public Affairs Council Chair of the Minnesota section of the American Water Works Association. Matt was awarded the Minnesota section of the American Water Works Association Andrew Sullivan Award for Outstanding Leadership in 2023. Prior to Minneapolis, Matt worked for 3 years as a Plant Superintendent/Maintenance Operations Manager for Xcel Energy. In that role, Matt was responsible for all plant operations and maintenance. This included supervision of plant staff, contractors and specialty services.

Recommendation

Appoint Matt Rasmussen as Utilities Superintendent, at grade 21, step 6 of the Non-represented Pay Plan. All wages and benefits for the position are within the approved budget. The start date will be as soon as possible.



City Council Action Request

7.G.

Meeting Date 9/16/2026

Department Administration

Agenda Category Action Item

Title Professional Services Agreement - True North

Staff Recommendation Authorize executing agreement for professional services with Dr. Amy Schweigert of True North Psychology & Consulting.

Budget Implication Included in the Public Safety Budget.

Attachments

1.	Memo - Professional.services (True.North.Psychology 2027-2028)
2.	Agreement - True North Psychology and Consulting LLC 2027-2028



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

From: Brad Petersen, Director of Public Safety

Date: September 8, 2026

Subject: AGREEMENT FOR PROFESSIONAL SERVICES FROM TRUE NORTH

Cottage Grove Public Safety continues to budget for mandatory yearly mental health checkups for all sworn officers and next year's budget will include funds for mandatory mental health checkups for full-time fire department personnel. We are satisfied with our current agreement with Dr. Amy Schweigert of True North Psychology & Consulting—our mental health checkup provider for the last 4 years—and we want to renew her contract for another two years.

Dr. Amy Schweigert provides yearly mental health check-ins as well as additional therapy sessions and critical incident/peer support consultation if needed. The agreement has been reviewed and approved by City Attorney Kori Land. Dr. Amy Schweigert of True North Psychology & Consulting has also reviewed and approved the agreement for professional services.

RECOMMENDATION

Authorize executing agreement for professional services with Dr. Amy Schweigert of True North Psychology & Consulting.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2026 ("Effective Date") by and between the City of Cottage Grove, a Minnesota Municipal Corporation, 12800 Ravine Parkway S, Cottage Grove, Minnesota 55016, ("City"), and Lodestar Psychology & Consulting, a division of True North Psychology & Consulting LLC, a Minnesota limited liability company, 2168 7th Avenue, #262, Anoka, Minnesota 55303 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain Professional Services; and

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain Professional Services ("Services"), as defined in the following documents:
 - i. Scope of Services, incorporated herein as Exhibit A; and
 - ii. Fee Schedule, incorporated herein as Exhibit B.

(Hereinafter "Exhibits.")

- b. Consultant covenants and agrees to provide Services in accordance with this Agreement and the applicable professional standard of care as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in Exhibit B.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement shall be from January 1, 2027, until December 31, 2028. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon sixty (60) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not delegate independent responsibility for a material portion of the Services to a third party without the City's prior written consent, unless otherwise provided in the Exhibits. This restriction does not apply to independently licensed mental health professionals retained by Consultant, whether individually or through their business entities. Consultant remains responsible to the City for all Services and deliverables under this Agreement.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits,

licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Jennifer Levitt to act as the City's representative with respect to the Services to be performed under this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER. Consultant has designated Dr. Amy G. Schweigert as its primary contact for the City. Consultant may engage other independently licensed mental health professionals to provide Services within their respective professional scopes. Consultant shall notify the City before replacing Dr. Schweigert as its primary contact.

10. INDEMNIFICATION.

- a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

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

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

- d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant. Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of City and all such documents shall remain the property of Consultant or individual Clients. These obligations survive the termination of this Agreement.

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant: True North Psychology & Consulting LLC
 Attn: Dr. Amy G. Schweigert
 2168 7th Ave. #262
 Anoka, MN 55303

Or emailed: amy@lodestarpysch.com

14. INDEPENDENT CONTRACTOR STATUS. Consultant is an independent contractor of the City and not an employee or agent of the City. Consultant may provide the Services through independently licensed mental health professionals retained by Consultant as permitted under Section 5. No such professional shall be considered an employee or agent of the City or have authority to bind the City.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Act and Data Privacy Compliance. City does not intend by this Agreement to delegate a government function to Consultant and Consultant agrees that it is not performing a government function. Consultant agrees to administer any and all data provided to the Consultant or created, collected, received, stored, used, maintained, or disseminated by Consultant in fulfillment of this Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and the mandatory reporting obligations of Consultant's licensed mental health professionals. Consultant agrees to notify the City as soon as possible if it receives a request for data under the MGDPA. This paragraph does not create a duty on the part of Consultant to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____

Myron Bailey, Mayor

By: _____

Tamara Anderson, City Clerk

Date: _____

CONSULTANT

By: _____

Amy Schweigert

Owner, Clinical Psychologist

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. **SERVICES.** Consultant and City agree that the primary purpose of the services provided under this Agreement (“Services”) is to promote personnel mental health and wellness and reduce barriers to accessing confidential, occupationally competent behavioral health care. In furtherance of this purpose, Consultant will provide the following Services to eligible City employees and, where specified, members of their households.

- a. **Therapy Sessions.** Consultant will provide each eligible City employee with a benefit of up to six therapy sessions per contract year. The employee may use the sessions for individual therapy or may authorize members of the employee’s household to use some or all of the sessions for individual, couples, or family therapy.

No more than six sessions in total may be used under an employee’s benefit during a contract year, regardless of whether the sessions are used by the employee, one or more household members, or a combination thereof. Consultant and the individual receiving services will determine the clinically appropriate type and allocation of services.

An employee’s decision to allocate sessions to a household member will not give the employee access to that household member’s confidential clinical information. Services exceeding the six-session benefit may be provided when clinically appropriate and authorized by the City. If the City does not approve additional sessions, the employee may continue therapy at the self-pay rate.

- b. **Mandatory Wellness Check-Ins.** Consultant will conduct mandatory wellness check-ins with participating City personnel, including sworn officers, firefighters, administrative personnel, clerical personnel, and other employees designated by the City.

Annual wellness check-ins are supportive and educational contacts intended to familiarize employees with available resources, promote wellness, reduce barriers to seeking care, and provide an opportunity for employees to consider whether they would like additional support. Check-ins are not psychotherapy, psychological assessment, diagnosis, fitness-for-duty evaluation, or other clinical treatment. Any clinical service requested by an employee will be scheduled and documented separately.

Information discussed during a check-in will remain confidential except when disclosure is required by law or necessary to address an imminent risk of harm. Because attendance is mandatory, Consultant will maintain an administrative record of attendance and report completion status to the City. Consultant will not document or report the content of the check-in.

Except when disclosure is required by law or necessary to address an imminent risk of harm, information discussed during an individual check-in will remain confidential and will not be disclosed to the City without the employee's written authorization. As the wellness visits are mandatory, attendance will be reported back to the City.

- c. On-Site, Critical Incident, and Consulting Services. At the City's request and subject to Consultant's availability, Consultant may provide:
 - 1. Telephone, virtual, or in-person consultation regarding mental health, wellness, occupational stress, and critical incidents;
 - 2. Attendance at roll calls, staff meetings, departmental meetings, and similar events to introduce or explain the program, answer general questions, and provide mental health and wellness information;
 - 3. Participation in ride-alongs or other department activities, when mutually agreed upon and appropriate, to increase Consultant's familiarity with City operations and build familiarity and trust with City personnel;
 - 4. Attendance at and facilitation of critical-incident defusings, debriefings, and other post-incident support activities;
 - 5. Consultation and support for the City's Peer Support Team;
 - 6. Development of Peer Support Team programming, wellness initiatives, policies, procedures, and related departmental resources;
 - 7. Emergency therapy support following a critical incident or other significant work-related event; and
 - 8. Development and delivery of departmental presentations, trainings, workshops, and other educational programming related to employee mental health and wellness.
- d. Professional Judgment. Consultant will determine the clinically appropriate nature, format, and duration of behavioral health Services in accordance with applicable laws, professional standards, and ethical obligations.

Nothing in this Agreement requires Consultant to provide a service that Consultant determines is clinically inappropriate, outside Consultant's professional scope, or inconsistent with applicable law or professional ethics.

2. SERVICE LOGISTICS.

- a. Consultant Contact Information.

Email: info@lodestarpysch.com or amy@lodestarpysch.com

Telephone: (763) 310-8847

Office: 13750 Crosstown Drive NW, Suite 104, Andover, MN 55304

Employees may also see providers at their independent locations.

Consultant will notify the City of any changes to this contact information.

- b. Appointment Scheduling. Employees and household members may request appointments by contacting Consultant by telephone or email. Consultant will provide the City with a unique departmental scheduling link for mandatory wellness check-ins.

The City will provide employees with the information necessary to access and schedule Services. To protect confidentiality, employees and household members may schedule therapy and other individual clinical services directly with Consultant unless a different process is required by this Agreement.

- c. Service Locations.

Services may be provided:

1. At Consultant's office;
2. At the City's facilities or another mutually agreed-upon location;
3. Virtually through a secure telehealth platform, when clinically appropriate and legally permitted; or
4. At another location reasonably necessary for an approved on-site, critical-incident, or departmental service.

- d. Urgent Requests and Emergency Access. Consultant will provide designated City representatives with access for urgent consultation 24 hours per day, 365 days per year. Consultant will return urgent requests within one hour.

Urgent Services may include:

1. Telephone consultation;
2. Scheduling emergency wellness check-ins;
3. Scheduling emergency therapy support; and
4. Coordination of critical-incident defusings, debriefings, or other post-incident services.

The monthly Critical Incident/Peer Support Consultation and 24/7 Emergency Access fee reserves Consultant's availability and one-hour callback response. Unless expressly stated otherwise, therapy, meeting attendance, on-site response, presentations, debriefings, defusings, program development, travel, and other professional services performed in response to an urgent request will be billed separately at the applicable rate set forth in Exhibit B.

Consultant's urgent-access service is not a substitute for emergency medical, psychiatric, or public-safety services. Any person experiencing an immediate medical or psychiatric emergency or presenting an imminent risk of harm should contact 911 or another appropriate emergency-response resource.

- e. Scheduling of On-Site and Non-Urgent Services. The parties will coordinate the scheduling of presentations, meetings, program-development work, ride-alongs, wellness check-ins, and other non-urgent Services. On-site and non-urgent Services are subject to Consultant's reasonable availability.

To make efficient use of on-site time, the City will make reasonable efforts to schedule at least six employees for each on-site wellness check-in date. Because Consultant reserves the scheduled time exclusively for the City, each on-site check-in date will generally have a minimum charge equivalent to six check-in sessions.

Appointments canceled at least 24 hours in advance may be rescheduled without charge, subject to Consultant's availability. Appointments canceled with less than 24 hours' notice and missed appointments will ordinarily count toward the six-session minimum.

No charge will be assessed for an appointment missed or canceled because the employee is responding to an emergency call, critical incident, or other unforeseen departmental emergency. An appointment excused for one of these reasons will not count toward the six-session minimum, and the minimum charge for that on-site date will be reduced accordingly. The City or employee should notify Consultant as soon as reasonably possible.

When reasonably possible, Consultant will work with the City to fill available appointment times or accommodate scheduling changes. The minimum will not apply if Consultant cancels the on-site date. Other applicable minimum charges and travel fees will be assessed in accordance with Exhibit B.

EXHIBIT B
FEE SCHEDULE

The following fees will apply during the two-year term of the Agreement:

Service	Year 1	Year 2
Therapy Sessions	\$195/session	\$200/session
Mandatory Wellness Check-Ins	\$150/session	\$155/session
Critical Incident/Peer Support Consultation and 24/7 Emergency Access	\$300/month	\$325/month
Meeting Attendance	\$170/hour	\$175/hour
Program Development	\$165/hour	\$170/hour
Emergency Therapy Support	\$205/session	\$215/session
Department Presentations/Debriefings/Defusings (on-site)	\$220/hour; 2-hour minimum	\$230/hour; 2-hour minimum
Travel outside a 30-mile radius of ZIP code 55304	\$1.20/mile	\$1.25/mile

1. **FEE SCHEDULE TERMS.**

- a. **Monthly Availability Fee.** The Critical Incident/Peer Support Consultation and 24/7 Emergency Access fee is based on department size. The monthly fee reserves Consultant's availability and one-hour callback response. It does not include separately billable clinical, on-site, meeting, presentation, debriefing, defusing, program-development, or travel Services unless the parties agree otherwise in writing.
- b. **Therapy-Session Benefit.** Each eligible employee receives a benefit of up to six therapy sessions per contract year. The employee may allocate some or all of those sessions to members of the employee's household. The six-session limit applies in the aggregate to the employee and household members using that employee's benefit.
- c. **Presentation and Incident-Response Minimum.** The two-hour minimum for on-site presentations, debriefings, and defusings applies separately to each scheduled engagement.
- d. **Travel Charges.** Travel charges apply to approved travel to locations outside a 30-mile radius of ZIP code 55304. Billable mileage will be calculated as round-trip mileage from Consultant's office unless otherwise agreed in writing.

- e. Standard Session. A “session” means one standard clinical appointment. The parties may establish separate rates for appointments requiring materially more time than a standard session.
- f. Additional Services. Services requested by the City that are not specifically listed in this Exhibit will be billed at a rate agreed upon by the parties before the Services are performed.
- g. Authorization of Additional Services. When City authorization is required for a Service or expense, Consultant will obtain authorization from the City’s designated representative before incurring the charge, except when immediate action is reasonably necessary in response to an urgent request or critical incident.
- h. Confidentiality of Billing Information. Invoices will contain only the information reasonably necessary to identify the type, date, and charge for Services. Consultant will not include confidential clinical information in an invoice unless legally required or authorized in writing by the individual receiving Services.
- i. On-Site Wellness Check-In Minimum. To support efficient on-site scheduling, the City will make reasonable efforts to schedule at least six employees for each on-site wellness check-in date. Each on-site date will generally have a minimum charge equivalent to six check-in sessions at the applicable rate.

Appointments canceled with less than 24 hours’ notice and missed appointments will ordinarily count toward the minimum. No charge will be assessed when an employee misses or cancels an appointment because of an emergency call, critical incident, or other unforeseen departmental emergency. The minimum charge will be reduced accordingly. Consultant will work with the City, when reasonably possible, to fill openings or accommodate scheduling changes.



City Council Action Request

7.H.

Meeting Date	9/16/2026				
Department	Administration				
Agenda Category	Action Item				
Title	Professional Service Agreement - LE-AST Services				
Staff Recommendation	Authorize executing the agreement for professional services with LE-AST Services.				
Budget Implication	Included in the Public Safety Budget.				
Attachments	<table><tr><td>1.</td><td>Memo - professional.services LEAST.Services 2027-2028</td></tr><tr><td>2.</td><td>Agreement - LEAST Services Counseling 2027-2028</td></tr></table>	1.	Memo - professional.services LEAST.Services 2027-2028	2.	Agreement - LEAST Services Counseling 2027-2028
1.	Memo - professional.services LEAST.Services 2027-2028				
2.	Agreement - LEAST Services Counseling 2027-2028				



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

From: Brad Petersen, Director of Public Safety

Date: September 8, 2026

Subject: AGREEMENT FOR PROFESSIONAL SERVICES FROM LE-AST SERVICES

Cottage Grove Public Safety continues to budget for mandatory yearly mental health checkups and psychological services for public safety personnel. We have revised our professional services agreement with LE-AST Services, and we want to renew their contract for two years.

LE-AST Services began providing critical incident/mental health services for our officers in 2018 and neck up checkups in 2023. The agreement has been reviewed and approved by City Attorney Kori Land. Scott Marks of LE-AST Services has also reviewed and approved the agreement for professional services.

RECOMMENDATION

Authorize execution of the agreement for professional services with LE-AST Services.

**PROFESSIONAL SERVICES AGREEMENT
WITH LE-AST SERVICES/COUNSELING LLC**

Contract Number _____

Contractor SSN or Federal ID Number 45-5313928

I. OPENING PARAGRAPH

This Professional Services Agreement (“Agreement”) is made effective as of the 1st day of January, 2027 by and between the City of COTTAGE GROVE, a Minnesota municipal corporation (the “City”) and LEAST Services/Counseling LLC, a Minnesota limited liability company (the “Contractor”) for services to be provided under the terms of this Agreement.

II. RECITALS

WHEREAS, the Contractor is a Minnesota limited liability company focused on counseling services for incidents arising in the City; and

WHEREAS, the Contractor represents that it has the requisite skills to assist City employees, officials, contractors, agents and policy makers in providing psychological services including counseling, consultation, and training to the COTTAGE GROVE Public Safety Department (“Professional Services”); and

WHEREAS, the City believes that the provision of Contractor’s Professional Services to COTTAGE GROVE Public Safety Department promotes public health, safety, morals, and the general welfare; and

WHEREAS, the City desires to engage the Professional Services of the Contractor, and the Contractor desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

AGREEMENT

III. SCOPE OF AGREEMENT

LEAST Services/Counseling agrees to provide psychological services including counseling, consultation, and training to the COTTAGE GROVE Public Safety Department. Examples of this service include, but are not limited to, the following:

- Provide confidential counseling services to COTTAGE GROVE Public Safety Department employees seeking assistance for stress-related mental health issues that may affect work performance.
- Provide training to the COTTAGE GROVE Public Safety Department related to/and intended to promote the psychological and emotional health of COTTAGE GROVE Public Safety Department employees.
- Respond, when requested and available, to incidents identified by COTTAGE GROVE Public Safety Department supervisory personnel as critical incidents.

Confidential services will be provided at a location agreed upon by the COTTAGE GROVE Public Safety Department employee and Contractor.

The Contractor shall provide the required personnel and related support services to effectively and efficiently provide its Professional Services.

IV. COMPENSATION

1. Counseling, Consultation, and Other General Work

- a. January 1, 2027, through December 31, 2028, the Contractor shall be compensated at a rate of \$170 per hour for counseling and other general work.
- b. COTTAGE GROVE Public Safety Department employees are allowed six (6) counseling sessions per calendar year, per critical incident or individual stressor, or as recommended by the Contractor's clinician.

2. Mental Health Check-Ups

- a. January 1, 2027, through December 31, 2028, the Contractor shall be compensated at a rate of \$160 per hour for Mental Health Check-Ups.

3. Training

- a. Contractor shall be compensated at a rate of \$250 per hour per presenter for mental health-related training conducted for the City. Contractor shall be compensated for training preparation at a rate of \$125 per hour.

4. Retainer

- a. Beginning January 1, 2027, the Contractor will be compensated \$180 per month for contract retainer fee and for being available outside of normal business hours. This compensation is separate from any time spent responding to incidents where travel and crisis response is requested, or substantial time on the phone is requested.

5. Mileage and Drive Time

- a. Contractor travel shall be compensated at the current Federal IRS mileage rate.
- b. Contractor travel shall be compensated at a rate of \$50 per hour.

6. Total Compensation

- a.** The total compensation under this Agreement for Professional Services (including reimbursement expenses) shall not exceed \$35,000 per 12-month period. Any expenses for supplies over \$50.00 per month must be approved in advance by the COTTAGE GROVE Public Safety Department. Receipts shall be provided to the City for all expenses for which reimbursement is sought. The Contractor shall be required to submit a monthly work time report to the COTTAGE GROVE Public Safety Department by the 15th of each month.
- b.** The City will honor no claim for services not specified in this Agreement.

7. Invoices and Payment

The Contractor shall submit invoices to the COTTAGE GROVE Public Safety Department on a monthly basis for services provided during the previous month. The COTTAGE GROVE Public Safety Department shall pay all undisputed invoices within thirty (30) days of receipt. Payment shall be made via the method(s) specified by the Contractor (e.g., credit card, electronic funds transfer). Failure to pay within this timeframe of undisputed invoices constitutes a material breach and may result in the immediate suspension or termination of services by the Contractor.

V. RECORDS

The Contractor shall maintain such records as are deemed necessary by the City to ensure that the Professional Services are provided as represented by the Contractor. The Contractor shall maintain the records in a manner that ensures confidentiality to service recipients; however, the Contractor shall provide disclosure of identities to the City or a third party if so required by law or regulation. All reports provided to the Contractor shall be securely maintained in locked file drawers or a locked room.

VI. CONFIDENTIALITY

It is mutually agreed that the City shall not request and the Contractor and its Agents, Employees, or Sub-Contractors shall not release, information obtained during individual and group Mental Health Check-Ups, Counseling, Critical Incident Stress Management sessions, or direct Peer Support or consultation, with City employees, outside public safety personnel, or others engaged in confidential sessions or counseling services with the Contractor or its' Agents, Employees, or Sub-Contractors, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") and the Minnesota Health Records Act, with the following exception:

- a.** The Contractor will provide to the City the names and dates of service of COTTAGE GROVE Public Safety Department employees as necessary to ensure completion of required Mental Health Check-Ups by COTTAGE GROVE Public Safety Department staff, but only after a release of information has been signed by each individual staff person who receives services from Contractor for the Cottage Grove Public Safety Department.

VII. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from January 1, 2027, through December 31, 2028, unless otherwise extended by the Cottage Grove Public Safety Department or terminated earlier under Paragraph XVII, Cancellation.

VIII. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this Agreement, Exhibit A, and any addenda or amendments signed by the parties. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by both parties.

IX. SUBSTITUTIONS AND ASSIGNMENTS

Professional Services by the Contractor will be performed by the Contractor. Upon the prior written approval of the City, the Contractor may substitute or assign the performance of the Professional Services. Said prior written approval must be evidenced by a written amendment of this Agreement signed by the City and the Contractor.

X. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the persons identified in Paragraph XVIII, Notices.

XI. AMENDMENTS

Any modification or amendment to this Agreement shall be in writing, signed by the City and the Contractor.

XII. INDEPENDENT CONTRACTOR

It is agreed that Contractor, its employees, officers, agents, and assignees, will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits, or other rights or benefits offered to employees of the City.

XIII. CONTRACTORS INSURANCE

The Contractor shall maintain the insurance coverage as set forth in **Exhibit A** during the term of this Agreement.

XIV. DATA PRACTICES

Data and information provided to Contractor under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

XV. DISCRIMINATION

The Contractor agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. The City may immediately terminate this Agreement for any violation by Contractor of the provisions of this section.

XVI. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under the Agreement will be in and under the applicable courts located within the State of Minnesota.

XVII. CANCELLATION

This Agreement may be terminated by either party at any time with or without cause, upon thirty (30) days written notice. In that case, the City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement prior to the termination date. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure or submit a plan to cure such breach that is acceptable to the other party within fifteen (15) days after receiving written notice.

XVIII. REGULATORY COMPLIANCE

The Parties agree to conduct the Professional Services in compliance with all applicable federal, state and local laws, rules, regulations and ordinances (“Applicable Law”), including, without limitation, with respect to the licensing, credentialing and certification of professional service providers. Each Party agrees to comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the federal Stark Law (42 U.S.C. § 1395nn) and the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d-2) and the corresponding regulations of such statutes.

XVIII. NOTICES

Any notice, approval, or demand authorized or required under this Agreement shall be in writing and shall be sent by U.S. first class mail to the other party as follows:

To the Contractor: LEAST Services/Counseling LLC
Scott Marks MSW, LICSW
PO Box 1742
Minnetonka, MN 55345

To the City: COTTAGE GROVE PUBLIC SAFETY DEPARTMENT
Attn: Director of Public Safety
12800 Ravine Pkwy S
Cottage Grove, MN 55016

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Contractor, with the consent of the City, shall arrange for suitable alternative representation. It is the intent of the Contractor to refrain from handling matters for any other person or entity that may pose a conflict of interest or may not be in the best interests of the City.

The Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its work with the City. If the Contractor is unclear whether a conflict of interest exists, the Contractor will immediately contact the City to request an interpretation.

The Contractor agrees to be bound by the State of Minnesota's Code of Ethics for the Professional Services provided under this Agreement. The Contractor certifies that to the best of its knowledge, all of the Contractor's employees participating in this Agreement will comply with this Code. It is agreed by the parties that any violation of the Code of Ethics shall constitute a material breach and serve as grounds for the termination of this Agreement.

XX. INDEMNIFICATION

The Contractor agrees to be responsible for any injuries or damages compensable under applicable law incurred by the City, its officers, agents, and employees, ("Indemnified Parties") which are proximately caused by negligent acts, errors, or omissions of the Contractor or any of its personnel committed in connection with the performance of the Professional Services provided under the terms of this Agreement; provided, however, that (1) The Contractor is not liable for any losses to the extent caused by or arising out of actions or omissions of the City, its employees, or its agents; and (2) The Contractor and the City agree that no claim will be settled or otherwise resolved without the consent of the Contractor, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to require the Contractor to indemnify the Indemnified Parties for any liability, loss, or damage: (a)

Caused by the sole negligence, gross negligence, or willful misconduct of the Indemnified Parties; or (b) To the extent that such indemnification would serve to void, invalidate, or be excluded from coverage under the Contractor's professional liability (medical malpractice) insurance policy.

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

IN WITNESS WHEREOF, by attaching my signature below I represent that I have the requisite authority to enter into this Agreement on behalf of the City of COTTAGE GROVE or LEAST Services/Counseling LLC and have executed this Professional Services Agreement effective as of the date first written above.

CITY OF COTTAGE GROVE

By _____ Date _____
Myron Bailey, Mayor

By _____ Date _____
Tamara Anderson, City Clerk

LEAST SERVICES/COUNSELING LLC

By _____ Date _____
Scott Marks, Owner

EXHIBIT A
Insurance Requirements

General Liability:

\$1,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$5,000	Medical Payments (optional)

Professional Liability:

\$1,000,000	Liability Per Claim Limit
\$3,000,000	Liability Aggregate Limit
\$5,000	Medical Payments (optional)

Workers' Compensation:

\$100,000	Each Accident
\$500,000	Policy Limit
\$100,000	Each Disease

Statutory Limits Apply

These Workers' Compensation requirements listed herein are not mandatory until and unless the Contractor hires an employee or is otherwise required by law to provide workers' compensation insurance.

The City is hereby added as Additional Insured and provided Certificate of Liability Insurance under the LE-AST Services / Counseling LLC Professional Liability Insurance and Commercial General Liability Insurance policy.



City Council Action Request

7.I.

Meeting Date	9/16/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Washington County Opiate Settlement Fund Grant Application		
Staff Recommendation	Authorize the Fire Department to apply for FY2027 funding through the Washington County Opiate Settlement fund for up to \$125,000 to support Community Paramedic opioid response.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Washington County Opiate Funding Opportunity (1)</td></tr></table>	1.	Washington County Opiate Funding Opportunity (1)
1.	Washington County Opiate Funding Opportunity (1)		



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

From: Brad Petersen, Director of Public Safety/Police Chief

Date: September 8th, 2026

Subject: Washington County Opiate Settlement Fund Grant Application

Background

Washington County, along with other Minnesota communities and counties, has received funds from settlements after multi-state lawsuits against opiate manufacturers and distributors to support opioid abuse disorder response, recovery and prevention. As part of their allocated settlement funding, Washington County offers annual funding opportunities for community-based projects to respond to the opiate crisis through a competitive application process. Washington County has up to \$800,000 available for FY2027 and applications and funding decisions are made by the Washington County Opioid Settlement Council. The priorities for funding were established by the Opioid Settlement Council and Community Input. For 2027 funding, applications are due by October 2nd, 2026. Funding is for a period of one year. Priorities for funding includes access to naloxone, access to medications for treating opioid abuse disorder and treatment for pregnant women and among other priorities.

Cottage Grove Fire Department Community Paramedic Program

The Fire Department has been active in the opioid response beyond 911 EMS response to opioid overdose and substance abuse disorders by being an earlier adopter of community naloxone education offering training for community members for over five years. As the Police Department has established and grown its Case Management Unit (CMU), fire department Community Paramedics have been embedded within the CMU team to provide support for those with mental health and substance abuse needs.

The Cottage Grove Fire Department currently hosts five certified Firefighter/Community Paramedics that will soon allow 24/7 Community Paramedic coverage. Cottage Grove Community Paramedics offer a critical component for those with opioid dependence and substance abuse disorder by offering important medical support and education. Community Paramedics may offer medications for opiate abuse disorder, help with medication management for comorbidities (e.g. diabetes, mental health, heart disease), provide access to naloxone and help with other psychosocial needs. Furthermore, Community Paramedics can assist families and friends in support of their loved ones' experiencing substance abuse disorders. Regions Hospital EMS provides Physician medical direction for Cottage Grove Fire Department Community Paramedics and offers many options and guidelines to support community response.

Washington County Funding Request

The Fire Department is requesting authorization to apply for up to \$125,000 from Washington County to support community opioid response. The request will support labor costs and equipment/supply/medication costs including:

- Up to \$75,000 to support 24/7 Community Paramedic response to those with opioid use disorder/substance abuse disorder. This would fund the ability for Cottage Grove Community Paramedics to respond to clients within Cottage Grove and Southern Washington County (approximately Minnesota Highway 36 and south and including the City of Stillwater.) The funding would not be for additional staff; however, the funding would allow Cottage Grove Community Paramedics to be available for clients outside of the City of Cottage Grove 24/7. This response can be supported by current staffing.
- Up to \$35,000 to fund overtime and backfilling on shift to allow Community Paramedics to attend community health promotion events or planned response events (e.g. naloxone education, substance abuse treatment outreach) in partnership with community groups and Washington County Public Health.
- Up to \$15,000 for medications (including naloxone) and equipment to support Community Paramedic response for opioid response.

The funding would be for one year and funding would require an additional grant application to continue beyond the 2027 grant year.

Recommendation

Authorize the Fire Department to apply for FY2027 funding through the Washington County Opiate Settlement fund for up to \$125,000 to support Community Paramedic opioid response.



City Council Action Request

7.J.

Meeting Date	9/16/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Sale of Surplus Property - Fire Department		
Staff Recommendation	Authorize the Fire Department 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>Memo - Sale of Surplus Property 9.2.26</td></tr></table>	1.	Memo - Sale of Surplus Property 9.2.26
1.	Memo - Sale of Surplus Property 9.2.26		



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

From: Nick Arrigoni, Deputy Fire Chief

Date: September 2, 2026

Subject: Sale of Surplus Property

Introduction

The fire department is requesting the property below to be sold at auction. This equipment has been replaced and is no longer needed by the fire department.

Equipment	Estimated Resale Value
Echo Chainsaw	\$100-\$200
Husqvarna Chainsaw	\$100-\$200
Stihl Cut-Off Saw	\$200-\$300
Husqvarna Chainsaw	\$100-\$200
Stihl Cut-Off Saw	\$200-\$300
(2) Hannay Hose Reel	\$100-\$200
TNT ET-4.0 Generator	\$250-\$500
TNT Spreader/Cutter	\$200-\$300

The money from the sale of the above equipment would be used to obtain Peltor hearing protection for the Mobile Field Force members.

Requested Action

Authorize the fire department to advertise and sell surplus property on Cranky Ape and/or MNBid.



City Council Action Request

7.K.

Meeting Date 9/16/2026

Department Finance

Agenda Category Action Item

Title Assessment of Unpaid Special Charges on Private Property

Staff Recommendation 1) Adopt Resolution 2026-125, Declaring costs to be assessed and ordering preparation of the proposed assessment roll for unpaid special charges from private property. 2) Adopt Resolution 2026-126, Calling for a public hearing on proposed assessments for unpaid special charges from private property.

Budget Implication N/A

Attachments

1.	Memo Call PH - Unpaid Special Charges 2026
2.	Resolution Declare Cost - Unpaid Special Charges 2026-125
3.	Resolution Call Hearing - Unpaid Special Charges 2026-126
4.	Assessment Roll - Unpaid Special Charges 2026



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

From: Brenda Malinowski, Finance Director
Judy Afdahl, Assistant Finance Director

Date: September 16, 2026

Subject: Assessment of Unpaid Special Charges on Private Property

Introduction

City Ordinance 4-3-1 (Noxious Weeds and Plants; Height Restrictions) states that it is unlawful to allow or permit any growth of grasses or weeds, to a height greater than eight inches (8"). The City was required to contract for the abatement of this condition on several properties.

Minnesota State Statute 429.101 provides cities the ability to assess unpaid special charges associated with the removal or elimination of weeds from these private properties.

Discussion

In 2026, the Code Enforcement Officer issued 70 letters to property owners for violations of the City's Noxious Weeds and Plants; Height Restrictions ordinance. The property owners were provided with a five-day deadline after receipt of the letter to abate the conditions, after which the City would perform the necessary work and invoice the property owner for the cost of the mowing and an abatement fee. In nine instances, the property owner did not abate the conditions, and the invoices remain outstanding. In addition, there are four properties that were noticed in 2025 after the assessment process occurred that did not abate the conditions and the invoices remain unpaid, these are also included in the proposed assessment roll.

The City contracted with outside vendors to have the properties mowed. This assessment is for the actual cost of the mowing and an abatement fee which is charged as follows:

- \$55.00 for first violation in 24-months.
- \$105.00 for second violation in 24-months commencing within first violation.
- \$205.00 for third and subsequent violations in 24-months commencing within first violation.

The assessment notice for Unpaid Special Charges will be published on or before September 23rd, 2026. Individual notices will be sent to the property owners. Once these costs are assessed, they become a lien on the property that will be collected along with property taxes over a one-year period.

Recommendation

Adopt the resolutions as presented to declare the costs and call the assessment hearing.

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION 2026-125

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT ROLL FOR UNPAID SPECIAL CHARGES
FROM PRIVATE PROPERTY**

WHEREAS, contracts were let for the removal of noxious weeds and plants from private property and the costs incurred for such removal were \$2,205.79, with administrative costs incurred amounting to \$844.80 for a total cost of \$3,050.59.

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

1. The net cost of such removal to be assessed is declared to be \$3,050.59.
2. The Finance Director will calculate the proper amount to be assessed for such improvements against the benefiting property without regard to cash valuation as provided by law and shall file a copy of proposed assessment roll in the City Clerk's office for public inspection.
3. The City Clerk shall, upon completion of such assessment roll, notify the City Council therefore

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION 2026-126

**RESOLUTION CALLING FOR A HEARING ON PROPOSED ASSESSMENTS FOR
UNPAID SPECIAL CHARGES FROM PRIVATE PROPERTY**

WHEREAS, the City Council on September 16th 2026, the Council directed the Finance Director to prepare the proposed assessment roll for unpaid special charges and

WHEREAS, the City Clerk has notified the Council that such assessment roll is complete and filed in his office for public inspection.

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

1. A hearing shall be held on the 7th day of October 2026 at 7:00 p.m. to pass upon such proposed assessment roll.
2. The Finance Director is hereby directed to cause a Notice of Hearing on the proposed assessments to be published in the Pioneer Press, the official newspaper of the City, at least two (2) weeks prior to the hearing and shall state in the notice the total cost of the improvement. The Finance Director shall cause mailed notices to be given to the owner of each parcel described in the assessment roll.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

UNPAID SPECIAL CHARGES - 2026

PID	Property Address	Date of Abatement	Abatement Reason	Total
17.027.21.14.0024	8274 HEMINGWAY AVE S	8/28/2025,7/28/2026	Tall Weeds	\$ 477.83
16.027.21.34.0061	8800 INWOOD AVE S	7/1/2026	Tall Weeds	\$ 223.14
19.027.21.42.0022	9408 DUNE LN S	9/9/2025	Tall Weeds	\$ 223.14
16.027.21.21.0046	8046 INNSDALE AVE S	9/4/2026	Tall Weeds	\$ 309.84
09.027.21.22.0045	8153 IDSEN AVE S	7/1/2026	Tall Weeds	\$ 288.16
17.027.21.11.0042	8037 HOMESTEAD AVE S	6/1/2026	Tall Weeds	\$ 418.21
10.027.21.44.0103	7952 JORGENSEN AVE S	6/22/2026	Tall Weeds	\$ 158.11
21.027.21.11.0011	9128 JANIE AVE S	9/15/2025	Tall Weeds	\$ 266.49
15.027.21.21.0053	8206 JERGEN AVE S	7/1/2026	Tall Weeds	\$ 158.11
17.027.21.32.0014	8605 HAMLET AVE S	7/16/2026	Tall Weeds	\$ 223.14
10.027.21.14.0019	9977 74TH ST S	11/23/2025, 7/01/2026	Tall Weeds	\$ 304.42
				<u>\$ 3,050.59</u>



City Council Action Request

7.L.

Meeting Date	9/16/2026
Department	Engineering
Agenda Category	Action Item
Title	2026 Pavement Management Project – Declare Costs to be Assessed and Call for Public Hearing
Staff Recommendation	1) Adopt Resolution 2026-129 declaring the costs to be assessed and ordering preparation of proposed assessment roll for the 2026 Pavement Management Project. 2) Approve Resolution 2026-130 calling for a public hearing to be held on October 7, 2026, for the 2026 Pavement Management Project.
Budget Implication	Total project costs are \$4,063,893.19. The project will be funded with \$1,117,900 in special assessments to benefited properties and the remaining costs funded with city funds.

Attachments	1. 1_2026 Pavement Management Declare Costs_2026-9-10
	2. 2_Resolution 2026-129
	3. 3_Resolution 2026-130
	4. 2026 Assessment Roll



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

From: Alanna Sobottka, Assistant City Engineer
Paul Sponholz, PE, City Engineer
Brenda Malinowski, Finance Director

Date: September 16, 2026

Re: 2026 Pavement Management Project – Declare Costs to be Assessed and Call for Public Hearing

Background

On December 18, 2024, the City Council authorized a feasibility report for the 2026 Pavement Management Project as outlined in the Capital Improvement Plan for the following areas:

- **Woodridge Park Addition:** Streets include Hillside Trail South between Isle Avenue South and Jamaica Avenue South, 88th Street South cul-de-sac, Isle Avenue South cul-de-sac, 88th Street South between Isle Avenue South and Hillside Trail South
- **Thompson Grove Estates 11th Addition:** Isle Avenue South between Hillside Trail South and 88th Street South, 88th Street South between Inwood Avenue South and Isle Avenue South, Ironwood Avenue South between Inwood Avenue South and 88th Street South, Ira Avenue South between Ironwood Avenue South and 88th Street South, Irish Avenue Court South cul-de-sac
- **Pinetree Pond Townhouses 1st Addition:** Ironwood Avenue South between 88th Street South and 90th Street South
- **Cottage Grove Commercial Addition:** 90th Street South between Inwood Avenue South and Jamaica Avenue South

The streets within this neighborhood were originally constructed between 1969 and 1978 and underwent rehabilitation projects in 1997-1998. 90th Street was constructed in 1980 and rehabilitated in 2001. They were examined to determine their condition. In a visual inspection, the roadways showed extensive cracking, stripping, raveling, and failure of previous thin overlays. The pavement cores showed asphalt stripping and severe degradation. The condition of the curb and gutter varied throughout the development with approximately 70 percent of the curb requiring replacement.

As with previous pavement management projects, utilities within the project limits were examined with the feasibility report for necessary maintenance. Overall, the utilities were found to be in fair condition, but some maintenance work was required. As part of the project, the top sections of sanitary and storm manhole structures were upgraded to meet current City standards. Cracks and defects in storm and sanitary pipes were lined, and some storm structures were replaced. The sanitary mains and services within the townhome area were lined to manage the significant root intrusion through this area. In the water system, corroded valves were replaced as deemed

necessary, hydrants were reconditioned and repainted as deemed necessary, and concrete hydrant pads were installed.

Additionally, the condition of street light infrastructure was evaluated, and some improvements were completed including replacement of two feed cabinets, placement of street light wire within new conduit, and feeding several street lights through City cabinets rather than Xcel infrastructure to give City crews control over maintenance of lighting throughout the neighborhood.

A special benefit appraisal was completed in accordance with the City's policy for those properties with direct access to the streets included in the project area. The Feasibility Report was approved, and the preparation of plans and specifications was authorized by the City Council on December 3, 2025. A neighborhood meeting was held on December 1, 2025, to discuss the various improvements proposed, the findings of the special benefit appraisal, and the proposed assessments. A Public Hearing for the project was held on January 7, 2026 and the project was ordered.

The plans and specifications were approved on March 4, 2026, and the project was awarded to McNamara Contracting, Inc., on April 15, 2026.

Discussion

The rehabilitation method completed was the removal of the existing asphalt surface and replacement with a new surface, which consisted of two lifts of bituminous. Full curb replacement throughout the neighborhood was also completed. Finally, minor utility improvements for sanitary sewer, water, street lights, and stormwater were also included.

The project costs for the residential areas for the project are \$4,063,893.19. Recap of the project costs and funding:

	Feasibility Report Construction Cost	As-Bid Construction Cost	Estimated Final Construction Cost	Total Cost (1)
Streets	\$2,159,402.07	\$2,421,161.88	\$2,312,224.33	\$2,872,590.41
Sanitary Sewer	\$371,734.05	\$427,670.00	\$428,070.00	\$531,812.49
Water Main	\$73,705.88	\$111,650.00	\$104,200.00	\$129,452.80
Storm Sewer	\$142,288.60	\$203,775.75	\$203,777.25	\$253,162.54
Street Lighting	\$267,176.33	\$223,864.00	\$222,864.00	\$276,874.95
Totals	\$3,014,306.93	\$3,388,121.63	\$3,271,135.58	\$4,063,893.19

1. Includes actual indirect costs

The proposed assessment amount is \$7,100.00 per residential buildable lot equivalent (RBLE). This compares to the assessment amount per policy of \$8,826.86. Single-family residential is assessed at a rate of 1.0 RBLE. Special benefit appraisals were completed for single-family residential lots in this area, which found the special benefit to single-family residential properties to be \$7,100.00; this supports the proposed assessment of the same value. The policy calls for assessments of townhome properties at 0.6 RBLE and it calls for commercial, religious, and institutional land uses to be assessed for a percentage of the project costs along the abutting

footage. The special benefit analysis does not support the potential assessments calculated per the policy. The special benefit appraisal shows a smaller benefit to all property types than the assessment amount per the policy. It's anticipated that the special benefit appraisal would cap the assessment for all property types as shown in the table below:

Property Type	Calculated Assessment per IMTF Policy	Special Benefit Appraisal
Single Family (1 RBLE)	\$8,826.86	\$7,100
Townhome (0.6 RBLE)	\$5,296.12	\$2,700
AutoZone	\$46,671.56	\$0
Aldi (2 separate parcels)	\$168,601.25	\$37,700
Peaceful Grove United Methodist	\$148,824.35	\$23,500
Armstrong Elementary School	\$103,802.92	\$29,700

Action Requested

Adopt the resolutions declaring the costs to be assessed and call for a public hearing to consider the assessments. Staff will prepare assessment notices that will be sent to the benefiting property owners and will publish the notice in the newspaper. The assessment notices will reflect the proposed assessment amounts included in the attached list. The notice also specifies the public hearing date as October 7, 2026.

Recommendation

Adopt:

- Resolution 2026-129 declaring the costs to be assessed and ordering preparation of proposed assessment roll for the 2026 Pavement Management Project
- Resolution 2026-130 calling for a public hearing to be held on October 7, 2026 for the 2026 Pavement Management Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-129
**A RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL
FOR THE 2026 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, contracts were let for the 2026 Pavement Management Project and the contract price for such improvements was \$3,388,121.63.

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

1. The net cost of such improvements to be assessed is declared to be \$4,063,893.19.
2. The Finance Director, with the assistance of the City Engineer, will calculate the proper amount to be assessed for such improvements against every assessable lot or piece of parcel or land within the district affected without regard to cash valuation as provided by law, and shall file a copy of proposed assessment roll in the City Clerk's office for public inspection.
3. The City Clerk shall, upon completion of such assessment roll, notify the City Council therefore.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-130

**RESOLUTION CALLING FOR HEARING ON
PROPOSED ASSESSMENTS FOR THE
2026 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, by Resolution No. 2026-129, passed by the City Council on September 16, 2026, the Council directed the Finance Director to prepare the proposed assessment roll for the 2026 Pavement Management Project; and

WHEREAS, the City Clerk has notified the Council that such assessment roll is complete and filed in her office for public inspection.

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

1. A hearing shall be held on the 7th day of October 2026 at 7:00 p.m. to pass upon such proposed assessment roll.
2. The Finance Director is hereby directed to cause a Notice of Hearing on the proposed assessments to be published in the Saint Paul Pioneer Press, the official newspaper of the City, at least two (2) weeks prior to the hearing and shall state in the notice the total cost of the improvement and the proposed interest rate of 5 percent. The Finance Director shall cause mailed notices to be given to the owner of each parcel described in the assessment roll.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Assessment Roll 2026 Pavement Management					
Parcel ID	Current Owner	Address	Units	\$/Unit	Total/Unit
16.027.21.43.0109	PINETREE POND EAST FIRST ASSN		0	\$0.00	\$0.00
16.027.21.43.0110	PINETREE POND EAST FIRST ASSN		0	\$0.00	\$0.00
16.027.21.43.0009	O'CONNELL NICHOLAS P	8753 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0010	BRUMMUND CINDI J & BRIAN D	8755 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0011	PARABLE PROPERTIES LLC	8757 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0012	MASON MARK J	8759 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0013	BOYCE SHERYL L	8761 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0014	BAST CONNIE L	8763 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0015	SOBOTTA LEAH R	8765 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0016	GOETTL JODI L	8767 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0017	VANHOLBECK BRYSON	8783 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0018	SAENZ LUIS & LESLIE	8781 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0019	STEELE CYNTHIA A	8779 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0020	BROWN KIM S	8777 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0021	HENSHELL LAURIE A	8775 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0022	FAUCONNIER INVESTMENTS LLC	8773 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0023	CHRISTENSON BROOKE R	8771 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0024	STANBARY RISA	8769 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0025	KOK BETTY J	8799 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0026	ELIZABETH JESSICA	8797 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0027	INGVALSEN KALIE	8795 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0028	SMITH DONALD A	8793 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0029	GENTRY MAX R	8791 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0030	RC PROPERTIES LLC	8789 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0031	AMBURGEY NICHOLAUS C	8787 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0032	SEABROOK REGINA L	8785 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0033	STEELE CYNTHIA A	8774 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0034	PATTEN LINDA L	8776 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0035	MANN BERNARD J & LINDA M	8778 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0036	KOSTKA KEVIN & MAI L	8780 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0037	KUSTRITZ JACQUES M	8782 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0078	MESNER VENUS J	8903 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0079	WCCDA FAMILY HOUSING LLC	8901 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0080	BROOKS ROSAMARIA	8899 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0081	ZEDAN NORA & MAZIN	8897 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0082	OSSEY JACQUES	8895 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0083	EASON JANE L	8893 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0084	BRITZ SHANNON J	8905 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0085	RECKINGER RENE & KEVIN	8907 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0086	MARTINSEN NANCY H	8909 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0087	BRECI GINA M & MICHAEL G	8911 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0088	MCPHERSON ROBERT T	8913 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0089	ABHIRAM RYAN	8915 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0090	KINSEY ALEXANDER P	8917 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0091	PARABLE PROPERTIES LLC	8919 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0092	FOGARTY PATRICK H	8951 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0093	STERN JOSH	8949 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0094	DVORAK DAVID	8947 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0095	KEELER AUREA	8945 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0096	PARABLE PROPERTIES LLC	8943 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0097	KHAN SHAHRUKH H	8941 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0098	O'KEEFE VINCE	8939 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0099	PUPPE FAMILY TRS	8937 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00

Assessment Roll 2026 Pavement Management					
Parcel ID	Current Owner	Address	Units	\$/Unit	Total/Unit
16.027.21.43.0100	ROULEAU HOLLY	8935 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0101	TRAN TJ	8933 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0102	SCHULTZ RENEE	8931 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0103	MESSIMORE ED J	8929 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0104	RUNNING LEROY K SR & LONA E	8927 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0105	PATTEN LINDA	8925 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0106	OLSON PAUL	8923 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0107	LOZANO KARINA	8921 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0038	LITTON ALLYSON	8784 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0039	HUSS JOSEPH R	8786 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0040	OTAM CHRISTINE E	8788 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0041	GYGI KOLLEEN	8800 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0042	NELSON TAMMY R	8798 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0043	RAGAN MICHAEL E	8796 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0044	SANCHEZ ROBERTO R	8794 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0045	FAREED AAMIR & FARAH ASHFAQ	8792 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0046	SEGELSTROM DONALD	8790 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0047	OSTROWSKI TRICIA	8801 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0048	KIDD MICHAEL	8803 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0049	HARTWIG LOGAN & MICHELLE	8805 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0050	WCCDA FAMILY HOUSING LLC	8807 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0051	GREIS MARTIN A	8809 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0052	VOMASTEK ELIZABETH	8811 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0053	CHRISTOPHERSON KELSEY	8813 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0054	SCHOOLER CRAIG T	8817 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0055	DANZL TRAVIS	8819 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0056	KRATOCHVIL SARA G	8821 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0057	THOMSEN RHONDA F	8823 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0058	BLOMGREN TIM	8825 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0059	CLARK CHARLES	8827 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0060	CARLSON DAVID C	8829 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0061	ROLFING SHERYL A	8831 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0062	BLISS CHRISTY J	8863 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0063	NEUBAUER SARA	8861 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0064	WIECHERT ANGELA	8859 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0065	KITTELSON LYDIA M	8857 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0066	RODRIGUEZ HUMBERTO B	8855 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0067	BUCK-PETROSKI DANITA C & JEROME J PETROSKI	8853 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0068	MINNESOTA PRIME REAL ESTATE LLC	8851 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0069	BERNALES ROSALBA M	8849 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0070	SPEAR THOMAS E	8847 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0071	FLORES ANDRES	8845 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0072	CHIGOLO NEEMA	8843 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0073	LATO ASHTON & BRYAN A	8841 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0074	BRIGGS KYONG W	8839 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0075	MCGAHN MEGHAN R	8837 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0076	MATZEK MARY L	8835 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.43.0077	FILLION KAREN	8833 IRONWOOD AVE S	0.6	\$2,700.00	\$2,700.00
16.027.21.41.0075	OBERG DAVID R & MARIT A	8851 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0076	EHLI DARRIN W & HELENA	8645 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0077	NOVAK PATRICIA J	8655 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0078	KOERNER MARGARET A	8665 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0079	VANGSOUA MEE & MICHAEL THAO	8685 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00

Assessment Roll 2026 Pavement Management					
Parcel ID	Current Owner	Address	Units	\$/Unit	Total/Unit
16.027.21.41.0080	KOBE JOHN M & WENDY R WALKER-KOBE	8695 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0081	VANKIRK PATRICIA M	8705 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0082	JCA HOMES LLC	8715 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0007	IH3 PROPERTY MINNESOTA LP	8800 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0008	DOMKE REBECCA MARIE	8804 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0009	MALDONADO GABRIEL G & MARIBEL PEREZ	8814 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0026	HARMS ANDREA	8593 IVAN AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0051	LOIS D ROGERS REV TRS	8646 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0052	SOMNANG RICHINI & LUTHER JENSEN	8656 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0053	ASTIN JAMES T & FREEDA P	8676 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0054	XIONG MAI K	8686 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0055	HANSEN KATHRYN Y & CHARLES B	8696 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0056	ARENDs AMANDA D & CANDACE A EGGLESTON	8716 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0057	LICK BRANDON & ELIZABETH EHMKE	8726 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0058	CULLINAN PATRICK M & BARBARA A	8816 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0059	KAPAUN KEITH A & STACY J	8804 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0060	PATRICK D SLAGLE & HOLLY M SLAGLE TRS	8800 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0061	HUM FAMILY TRS	8727 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0062	THAO TY & RAMONA G	8717 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0063	PASHBY RICHARD EDWARD & SAND	8707 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0064	FENSKE SCOT & JENNIFER	8701 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0065	MORSCHING PAUL	8697 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0066	RIVERA THEODORE BENJAMIN & C	8667 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0067	ANDERSON RICKY D & LYNN C	8657 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0068	RUIZ PEGGY A & TIMOTHY J	8647 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0069	PITOSCIA MATTHEW J & KAITLIN J BORNER	8637 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0070	HOOKEr SANDRA J	8801 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0071	WEGE GARY J & SUSAN C	8811 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0072	KIEFFER RONALD E & BARBARA J	8821 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0073	RICKEL ROBERT R & SHEILA CAREY	8831 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.41.0074	WAGERS RYAN & HANNAH HEINZERLING	8841 HILLSIDE TRL S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0099	WELDON DANIEL C & LISA MIZICKO	8611 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0028	LONGFELLOW BENJAMIN	8626 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0029	RODRIGUEZ VICTOR A & TANISHA F MORGAN-RODRIGUEZ	8642 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0030	VALLE AMBER R	8658 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0031	LAWRENCE VALERIE	8674 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0032	MARQUETTE NANCY M	8690 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0033	LARSON STEVEN B & TRISHA	8706 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0034	HENSELER JUSTIN	8722 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0035	ARENS JOSEPH K & LINDSEY A	8740 ISLE AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0036	WROLSTAD DUSTIN D & REBECCA A	8735 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0037	BRODRICK JENNIFER & PETER WILWERT	8719 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0038	REID ELINORE A	8703 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0039	THOMPSON THOMAS & BETTY	8693 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0040	COLAIZY ANTHONY L & MICHELLE L	8685 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0041	YANG NENG & LEE VANG	8679 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0042	PITZEN ANTHONY O & MOLLY K	8673 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0043	THIELFOLDT KEVIN D & NANCY J	8667 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0044	KRIENER NOAH & AIMEE STOKKE	8661 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0045	ALAN V PALODICHUK TRS	8655 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0046	GIBBONS CARTER A	8649 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0047	DAHEDL JOSEPH J & KATHLEEN DAHEDL	8643 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0048	PHILLIPS TORI L	8637 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00

Assessment Roll 2026 Pavement Management					
Parcel ID	Current Owner	Address	Units	\$/Unit	Total/Unit
16.027.21.42.0049	IH3 PROPERTY MINNESOTA LP	8631 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0050	TOELLER JACK	8632 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0051	CHOPSKIE LAWRENCE T & PATRIC	8640 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0052	THAO BRANDIN & JAI HER	8648 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0053	PAYNE TAYLORR J & CECILIA C	8656 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0054	KNAPP JONATHAN J	8664 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0055	LACINA AMBER M & DUSTIN W	8672 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0056	DRABANT JOLENE	8680 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0057	PROCTOR KATE & MAX MEDENWALD	8688 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0058	GJERNING NICHOLAS W & GAO E HER	8700 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0059	TWADDLE DAN C & IRENE L	8716 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0060	KNAPP BARBARA M	8692 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0061	JAMES DOUGLAS A & WENDY A	8678 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0062	BARRAGAN JACQUELINE G	8664 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0063	JAGER ROBERTA J & FROEHLICH P	8656 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0064	FISCHER JENNIFER M	8648 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0065	RUMPLE MICHAEL F	8640 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0066	KALISTA JAMES JR & TRISHA	8632 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0067	COTOSMAN LYNNETTE D	8624 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0068	STEELE CYNTHIA A	8616 IRISH AVENUE CT S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0069	ORCUTT PAMELA J	8606 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0070	SANCHEZ JOSAFEN R	8594 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0071	TWO RIVERS COMMUNITY LAND TRS	8578 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0072	MALONE CATHERINE M	8715 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0073	ANDERSON CARSON	8695 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0074	ROUBINEK TIMOTHY C	8677 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0075	MCREYNOLDS MATTHEW P	8661 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0076	MARTIN MICHAEL J & MALLORY J	8645 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0077	SCHAMMEL BEN R & BRENDA K STARIN	8624 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0078	NORMAN FELIX & DONNA	8640 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0079	KANE JAMES S & MELISSA S	8656 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0080	VALDEZ DONNA J	8672 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0081	MARTIN MARILYN A	8688 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0082	KELLY TREY B & SARA WARD	8704 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0083	HYER CHERYL J	8720 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0084	YEO ALEXANDER	8736 IRA AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0092	YANG TONG & JAMIE SORENSON-YANG	8608 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0093	JOHNSON JEFFREY L & JUSTYNA M	8616 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0097	HRANICKA DAVID L & BARBARA J	8623 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.42.0098	MALLOY REBECCA & KYLE MATHISEN	8617 IRONWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0002	SALEH IBRAHIM S	8725 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0003	SWEARINGEN CHARLES & MICHELE	8735 IVYWOOD AVE S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0004	HORVATH JAMES G & EMILY M	8815 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0005	QUINN ZACHARY & LAUREN OLSON	8813 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0006	MARTENESS CHRISTOPHER A & KADY A D	8811 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0007	FRANK JEFFREY J & ANN M	8809 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0008	ZIERTMAN-ERICKSON LAURA L & LAURA A ERICKSON	8807 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0009	TIEDE JAMES B & PAMELA	8805 88TH ST S	1.0	\$7,100.00	\$7,100.00
16.027.21.44.0010	MARFORI WALFREDO M & CONNIE	8803 88TH ST S	1.0	\$7,100.00	\$7,100.00
21.027.21.12.0024	HOPKINS FAMILY REAL ESTATE TRS	8460 EAST POINT DOUGLAS F	C	\$0.00	\$0.00
21.027.21.12.0025	BRYAN INVESTMENTS LLC	9010 JAMAICA AVE S	C	\$22,200.00	\$22,200.00
21.027.21.12.0029	BRYAN INVESTMENTS LLC	9010 JAMAICA AVE S	C	\$15,500.00	\$15,500.00
16.027.21.43.0006	PEACEFUL GROVE UNITED & METHODIST CHURCH	8578 90TH ST S	R	\$23,500.00	\$23,500.00

Assessment Roll					
2026 Pavement Management					
Parcel ID	Current Owner	Address	Units	\$/Unit	Total/Unit
16.027.21.43.0004	IND SCHOOL DIST #833	8855 INWOOD AVE S	S	\$29,700.00	\$29,700.00
			166.4		\$1,117,900.00



City Council Action Request

7.M.

Meeting Date 9/16/2026

Department Public Works

Agenda Category Action Item

Title Defensive Driving Training Contract

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

Budget Implication Funds from Public Works and Parks training budgets.

Attachments

1.	Council Memo- Defensive Driving
2.	City of Cottage Grove DD '27



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Gavin Hochstetler, Management Analyst
CC: Ryan Burfeind, Public Works Director
Date: September 16, 2026
Subject: Winter Related Defensive Driving Training Contract

Introduction/Background

The City of Cottage Grove has historically attended a Winter Related Defensive Driving Training at Dakota County Technical College as part of its ongoing commitment to safety and risk management. The training will focus on recognizing and responding appropriately to winter related and snowplowing road hazards.

A scheduled date for training of November 17, 2026, has been agreed upon by both Dakota County Technical College and the City of Cottage Grove.

Budget Implications

The Winter Related Defensive Driving Training is budgeted within the Public Works and Parks Department training budget.

Staff Recommendation

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

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2027	216-126				

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

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

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

Title of Instruction/Activity/Service: **Defensive Driving Snowplow**

Date(s) of Instruction/Activity/Service: **November 17, 2026, 8am to 2:30pm**

Instructor/Trainer/Consultant: **DCTC**

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

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

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

Drivers and Vehicles for training, 2 drivers per vehicle. PURCHASER shall be solely responsible for the fuel for the snowplow vehicles and their condition. For this training the PURCHASER shall provide 1 snowplow vehicle per 2 operators. The operators will be PURCHASER employees taking this training as part of their job duties with the PURCHASER.

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

- IV. CONSIDERATION AND TERMS OF PAYMENT:

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

\$200 per operator

Other fees: **N/A**

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

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

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

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT:

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

VI. TERM OF CONTRACT:

- A. Effective date: **This contract shall commence at 8am on November 17, 2026, and terminate at 2:30 PM that same day. Terms of this contract which by their nature should survive termination of this contract shall survive**
- B. End date: **November 17, 2026**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

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

IX. LIABILITY. The PURCHASER shall indemnify, save, and hold the COLLEGE/UNIVERSITY, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys' fees incurred by the COLLEGE/UNIVERSITY, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

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

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

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

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

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

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

N/A

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

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

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

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

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Dakota County Technical College

By (authorized signature)
Title
Date

By (authorized College/University signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU 003
07/07/03



City Council Action Request

7.N.

Meeting Date 9/16/2026

Department Public Works

Agenda Category Action Item

Title 2026-2028 Tree Trimming Contract

Staff Recommendation Authorize resolution 2026-131, awarding the quote for boulevard tree trimming services to Birch Tree Care in the amount of \$158,710 for the 2026-2027 trimming season, and authorize the service agreement for the Two-Year Boulevard Tree Trimming Project with unit prices held for the 2027-2028 season.

Budget Implication The estimated cost to trim 1,128 boulevard trees is \$158,710, which is included in the 2027 Forestry Budget.

Attachments

1.	Council Memo-Boulevard Tree Trimming (two year contract)
2.	Resolution (2026-2028 Tree Trimming)
3.	BTC Signed - 2026-2028 Boulevard Trimming Service Agreement



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Gavin Hochstetler, Management Analyst
CC: Ryan Burfeind, Public Works Director
Date: September 16, 2026
Subject: Two-Year Boulevard Tree Trimming Service Agreement

Introduction/Background

The City of Cottage Grove will be trimming over 1,000 trees in 2026-2027. The number of trees trimmed in the winter of 2027-2028 will be determined during the following year's tree inventory update. Yearly boulevard tree trimming is a budgeted expense that is accounted for in the forestry budget.

The Public Works Department solicited quotes from three companies for boulevard tree trimming services for the next two years. As part of the quote process, trimming companies provided unit prices that will be held for the two-year period. Birch Tree Care submitted the lowest quote in the amount of \$158,710.

	<u>2026-2027</u>
Birch Tree Care	\$158,710
Kaposia Tree Service	\$184,000
Vineland Tree Care	No Quote

Budget Implications

The estimated cost to trim 1,128 boulevard trees is \$158,710, which is included in the 2027 Forestry Budget.

Staff Recommendation

Authorize resolution 2026-131, awarding the quote for boulevard tree trimming services to Birch Tree Care in the amount of \$158,710 for the 2026-2027 trimming season, and authorize the service agreement for the Two-Year Boulevard Tree Trimming Project with unit prices held for the 2027-2028 season.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-131

**RESOLUTION AWARDING THE TWO-YEAR BOULEVARD TREE TRIMMING
AGREEMENT TO BIRCH TREE CARE FOR THE
2026-2027 SEASON IN THE AMOUNT OF \$158,710**

WHEREAS, quotes were requested to provide the necessary work for the Two-Year Boulevard Tree Trimming Service Agreement according to City standards; and

WHEREAS, quotes were requested from three firms to provide the necessary work; and

WHEREAS, two firms submitted quotes; and

WHEREAS, it appears that Birch Tree Care provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to Birch Tree Care.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Two-Year Boulevard Tree Trimming Service Agreement be awarded to Birch Tree Care for the 2026-2027 season in the amount of \$158,710, with unit prices held for the 2027-2028 season.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Two-Year Boulevard Tree Trimming Service Agreement

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 20____, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Birch Tree Care, 4343 White Bear Pkwy, Vadnais Heights, MN 55110 ("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated August 13, 2026, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor, and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
 7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
 8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
 9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
 10. CITY'S REPRESENTATIVE. The City has designated Gavin Hochstetler to act as the City's representative with respect to the Services to be performed under this Agreement.

He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Tony Sylvester to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

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

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

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

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

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

Or emailed: ghochstetler@cottagegrovemn.gov

If to Contractor: Birch Tree Care
4343 White Bear Pkwy,
Vadnais Heights, MN 55110

Or emailed: tony@birchtreecare.com

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

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any

subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: Tony Sylvester

Name: Tony Sylvester

Its: Vice President

Date: 9/8/2026

EXHIBIT A

August 13, 2026

To Whom it may concern:

RE: Request for Quotation for Tree Trimming and Cleanup Services

The City of Cottage Grove is soliciting quotations for tree trimming and clean-up services. The City intends to enter into a contract for tree trimming services based upon the quotations that it receives.

If you are interested in performing these services for the City, please submit your quotation to the City by August 31, 2026, at 11:00 a.m. You may submit the quotation by email, mail, or personal delivery, as follows:

Email: ghochstetler@cottagegrovemn.gov
City of Cottage Grove
Department of Public Works
Attn: Gavin Hochstetler
8635 West Point Douglas Road South
Cottage Grove, MN 55016-3318
Office Hours: 7:30 a.m.-4:00 p.m., Monday-Friday

The quotation that you submit will be handled in accordance with Minn. Stat. § 13.591, subdivision 3(b). Quotations will be opened upon receipt, but only the name of the person or entity that submits the quotation is public at that time. All other information in the quotation is classified as private or nonpublic until the City has negotiated a contract with the selected vendor. The City will select a contractor with whom the City will negotiate a final contract, based upon the City's evaluation of the quotations received. The City reserves the right to reject all quotations, to waive irregularities, and to award a contract based on the City's best interests. In the event that the contract should take longer to complete due to weather conditions or equipment breakdowns, no oaks shall be trimmed after April 15th.

The submittal of this quote is for a **two-year boulevard tree trimming service agreement** with the City of Cottage Grove. The bid unit price cannot change, but the quantities of trees to be trimmed will not be known until fall of 2027 for the pruning cycle of 2027/28. The quantities of trees to be pruned will be different from the previous year.

To assist you in preparing your quotation, the following information is enclosed:

- List of City insurance requirements for the selected contractor
- Detailed Specifications for Tree Trimming and Pruning
- Form of Quotation

Please contact Gavin Hochstetler at 651-458-2853 if you have any questions.

Sincerely,

Gavin Hochstetler, Management Analyst
CITY OF COTTAGE GROVE

QUOTATION FOR TREE TRIMMING AND CLEANUP

City of Cottage Grove, Minnesota

The undersigned, being familiar with your local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment, and all else necessary to complete the project in accordance with the Detailed Specifications for Tree Trimming and Pruning, on file with the Director of Public Works, 8635 West Point Douglas Road South, Cottage Grove, Minnesota 55016-3318.

Price quotation: (quote includes trees in the area specified for 2026/27 season)

Diameter Class	Number of Trees	Cost/Tree	Total
8-15"	275	\$93	\$25,575
15.1-22"	452	\$110	\$49,720
22.1-29.9"	316	\$190	\$60,040
30" +	85	\$275	\$23,375
TOTAL	1,128	\$ 668	\$ 158,710

- Quantities may be increased or decreased at the time of operations, however, no adjustment in the Bid Unit Price will be allowed.
- All other work and cost shall be incidental to the Project and included in the Total Bid.
- The submittal of this quote is for a **two-year boulevard tree trimming service agreement 2026/27 and 2027/28.**

Time for Performance:

The City desires to have the work begin as soon after December 11, 2026 as possible and to have the work completed by April 9, 2027. Work for 2027/28 will be between December 10, 2027, and April 14, 2028.

The undersigned proposes as follows:

Date available to commence work: 12/12/2026
Date work will be completed: 03B 12027

Performance and Payment Bonds The undersigned will provide the City with performance and payment bonds as required by Minnesota Statutes, Section 574.26 at the time a contract is executed, or, if approved by the City, with an irrevocable bank letter of credit in lieu of the performance bond, as permitted by Minnesota Statutes, Section 574.261.

Insurance The undersigned will provide proof of insurance to City at the time a contract is executed, in accordance with the insurance requirements provided by City in its request for quotation.

No bidder may withdraw the bid within thirty (30) days after the scheduled closing time for the receipt of bids. The City Council of Cottage Grove reserves the right to reject any and all bids and to waive informalities.

Respectfully submitted

(A corporation)

Tony Sylvester

(An Individual)

(A Partnership)

Tony Sylvester

Name

Email, mail, or deliver quote to:
ghochstetler@cottagegrovemn.gov
City of Cottage Grove
Public Works Department
Attn: Gavin Hochstetler
8635 West Pt. Douglas Road South
Cottage Grove, MN 55016



City Council Action Request

7.0.

Meeting Date 9/16/2026

Department Public Works

Agenda Category Action Item

Title Low Zone Water Treatment Plant Change Order # 6

Staff Recommendation 1) Approve Change Order #6 in the amount of \$142,025.11, for the Low Zone Water Treatment Plant project (\$112,919.11 of which is funded by the 3M Settlement and \$29,106.00 of which will be paid by Stantec), increasing the current contract amount from \$40,877,977.99 to \$41,020,003.10. 2) Execute the attached release related to Stantec's payment.

Budget Implication \$142,025.11 total cost, \$112,919.11 from 3M Settlement Funds and \$29,106 from Stantec.

Attachments

1.	01 Memo - Low Zone Water Treatment Plant Change Order 6 2026-9-16
2.	02 changeorder06_cottagegrove_lowzoneWTP_20260908
3.	03 mem_CO-06discussion_lzwtg_cottagegrove_20260908
4.	04 Release_City of Cottage Grove MN and Stantec - clean



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

From: Ryan Burfeind, P.E., Public Works Director

Date: September 9, 2026

Re: Low Zone Water Treatment Plant Project – Change Order #6

Background/ Discussion

The Low Zone Water Treatment Plant project was awarded at the August 2, 2023 City Council meeting to Rice Lake Construction Group in the total bid contract amount of \$39,078,155. As the Council will recall, the base bid for the project also included non-settlement eligible costs for work for the Utility and Engineering building (\$774,017) and SCADA system upgrades (\$895,355). The Low Zone Water Treatment Plant portion of the project costs, subtracting the costs for the Utility and Engineering building and SCADA system upgrades, is \$37,408,783, which is fully funded by the 3M Settlement as an identified project in the Conceptual Drinking Water Supply Plan.

This change order includes three items that need to be changed or added to the project. One change order item is 3M Settlement eligible, and two items will be paid for by Stantec, so no City funds will be used to cover these expenses. Attached to this memo is a detailed summary of the change order items.

The change order items include:

- Relocation of condenser unit #1 - \$21,377.00
- Sales tax increase – \$112,919.11
- Curb & Gutter Elevation Revisions - \$7,729.00

The cost of the additions results in the change order amount of \$142,025.11. The 3M Settlement eligible cost in this change order, is \$112,919.11 (for the sales tax increase), which is well within the balance of the project contingency that was approved with the grant agreement. This increase is due to the 1 percent Metro-wide sales tax that went into effect after the project was bid in early 2023. The MPCA has approved the use of project contingency funds for this sales tax increase.

The other two items, with the total amount of \$29,106.00, will be paid for by Stantec. Attached is a release form for the City's execution.

Accounting for the previous change orders and the settlement eligible costs of CO #6 (sales tax increase), the contingency balance for the project is \$487,859.27. The MPCA is in

agreement with the costs and reasoning behind the settlement eligible part of this change order.

With this change order, the total contract amount for this project would increase to \$41,020,003.10.

Recommendation

It is recommended that the City Council:

1. Approve Change Order #6 in the amount of \$142,025.11, for the Low Zone Water Treatment Plant project (\$112,919.11 of which is funded by the 3M Settlement and \$29,106.00 of which will be paid by Stantec), increasing the current contract amount from \$40,877,977.99 to \$41,020,003.10.
2. Execute the attached release related to Stantec's payment.

CHANGE ORDER NO.: 6

Owner: City of Cottage Grove, Minnesota Owner's Project No.:
Engineer: Stantec Consulting Services, Inc. Engineer's Project No.: 193805365
Contractor: Rice Lake Construction Group Contractor's Project No.: 23-33
Project: Low Zone Water Treatment Facility Improvements
Contract Name:
Date Issued: 9/08/2026 Effective Date of Change Order: 9/08/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attachment A (Summary of Changes)

Attachments:

See Attachment B (Backup Information)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 39,078,155.00	Original Contract Times: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
[Increase] [Decrease] from previously approved Change Order: 1 to 5 \$ 1,799,822.99	[Increase] [Decrease] from previously approved Change Order: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
Contract Price prior to this Change Order: \$ 40,877,977.99	Contract Times prior to this Change Order: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
[Increase] [Decrease] this Change Order: \$ 142,025.11	[Increase] [Decrease] this Change Order: Substantial Completion: 168 days Ready for final payment: 168 days
Contract Price incorporating this Change Order: \$ 41,020,003.1	Contract Times with all approved Change Orders: Substantial Completion: March 27, 2026 Ready for final payment: June 26, 2026

Recommended by Engineer (if required)

By: Ash
Title: Project Manager
Date: 9/08/2026
Digitally signed by Ash Hammerbeck
Date: 2026.09.08 16:36:39 -05'00'

Accepted by Contractor

Chad Napstad
Digitally signed by Chad Napstad
DN: C=US,
E=Chad_Napstad@ricelake.org,
O=Rice Lake, CN=Chad Napstad
Date: 2026.09.08 15:52:15-05'00'

Authorized by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

ATTACHMENT A

Change Order Summary

Cottage Grove Low Zone Water Treatment Plant
Change Order No. 6 - Attachment A

No.	Change	Reason	Add	Deduct	Price Determined
6.1	CU-1 Relocation	Relocate condenser unit 1 from the exterior of the plant inside above stairwell A. Due to freezing temperatures through winter the condensate from this unit tends to freeze up casuing an ice dam in front of door 113B. Moving inside prevents this problem. This cost will be paid by Stantec	\$ 21,377.00		\$ 21,377.00
6.2	Sales Tax Increase	In May 2023 legislation increased sales tax. This tax increase went into effect in October of 2023. At the time of bid this increase was not yet in effect and so could not be accounted for in the original bid pricing. This will be paid out from the contingency on the project and has been approved already by the MPCA.	\$ 112,919.11		\$ 112,919.11
6.3	Curb & Gutter	Due to a surveying error 118 linear feet of curb and gutter needed to be removed and replaced by the southeast entrance to the WTP. The price included is for the mobilization and removal of the curb/gutter. The replacement was paid at unit price.	\$ 7,729.00		\$ 7,729.00
6.4					\$ -
6.5					\$ -
6.6					\$ -
6.7					\$ -
6.8					\$ -
6.9					\$ -
6.10					\$ -

Totals: \$ 142,025.11 \$ -

Net Total: \$ 142,025.11

ATTACHMENT B

Change Order Proposals



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: FO 34

June 24, 2026

Ash Hammerbeck, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Subject: FO 34 CU-1 Relocation

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 34 – CU-1 Relocation

All for the sum of: \$21,377.00

Clarifications: Itemized proposal included for reference.

1. Drain line added to proposal

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



CHANGE ORDER PROPOSAL

RLCG PROJECT #: 23-33
 PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
 DATE: 7/28/2026
 COP: FO 34 - CU-1 Relocation

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$0.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
- Supervision	1.00	LS	24.00	\$ 110.00	\$2,640.00	\$ -	\$0.00	\$ -	\$ -		\$ 2,640.00
- Masonry	1.00	LS	15.00	\$ 105.00	\$1,575.00	\$ 184.02	\$184.02	\$ -	\$ 250.00		\$ 2,009.02
- Plumber	1.00	LS	8.00	\$ 110.00	\$880.00	\$ -	\$0.00	\$ -	\$ -		\$ 880.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
Subcontract				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
- Electrical (Vinco)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 4,081.00	\$ -		\$ 4,081.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
- HVAC (Chappel)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 8,337.00	\$ -		\$ 8,337.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
- Insulation (ELITE)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 450.00	\$ -		\$ 450.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
- Painting (Reinhardt)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 840.00	\$ -		\$ 840.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
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				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -		\$ -
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%					\$ -	\$ -		\$ 254.75
Sales Tax	1.00	ea	8.375%					\$ -	\$ -		\$ 15.41
Totals			\$ 47.00		\$ 5,095.00	\$ 184.02	\$ 13,708.00	\$ 250.00			\$ 19,507.18
Rice Lake Mark-up on Subs (5%)											\$ 685.40
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ 829.35
Bond and Insurance Cost (1.5%)											\$ 315.33
Total Change Order Proposal Request											\$ 21,337.00

Days Requested [xx]

Field Order 34

To: Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

RFC 16
ITEM(S) # 1

Attn: Chad Napstad

Date: 6/15/2026

From: Dan Moeller

Project: Cottage Grove Low Zone Water Treatment

Scope of Change: Move existing CU01 to interior above stairs

ITEM #1

Labor:	20.00	X	\$120.00 /hr	=	\$2,400.00
Material:	\$1,217.47	X	1	=	\$1,217.47
Mark-Up (10%):	\$3,617.47	X	10.00%	=	\$361.75
Material Tax:	\$1,217.47	X	8.39%	=	\$102.08
Subcontractor:	\$0.00	X	1	=	\$0.00
Sub Mark-Up (5%):	\$0.00	X	5.00%	=	\$0.00
Equipment:	\$0.00	X	1	=	\$0.00
Equip Mark-Up:	\$0.00	X	10.00%	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Misc Mark-up	\$0.00	X	10.00%	=	\$0.00
TOTAL:				=	\$4,081.30

Total Request for Change: **\$4,081.30**

Dan Moeller

Dan Moeller
Project Manager
VincO Inc.

6/15/2026

Date



Chappell Central, Inc. 1950 Trott Avenue SW
Willmar, MN 56201
(320)235-2151

DATE: 6/23/2026

CHAPPELL CENTRAL
MECH RQST #
FIELD ORDER NO. 34
OWNER PROJECT 0
ARCH PROJECT 0
FILE 0

PROJECT: Cottage Grove Low Zone WTP
LOCATION: Cottage Grove, MN

DESCRIPTION OF CHANGE: Field Order #34: Relocate CU-1 from exterior of building to indoor on top of stair A113.

BASE LABOR	\$ 140.00	32 HRS	\$ 4,480.00
Base labor includes shop fabrication and field crew installation			
UNEMPLOYMENT TAXES INS			
SUPERVISION			
SAFETY & CLEAN-UP			
SMALL TOOLS			
MATERIAL HANDLING			
SUBS/ MILEAGE / VEHICLE			
LABOR SUBTOTAL			\$ 4,480.00

SUBCONTRACTOR:	
UHL Co.	\$ 2,778.00
TOTAL MATERIALS	
3 lbs Refrigerant	\$ 72.00
Lineset	\$ 345.00
SUBTOTAL	
\$ 3,195.00	

SPECIAL NOTATIONS & / OR EXCLUSIONS:

1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS OR PER PROJECT SCHEDULE.
3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

SUBTOTAL MATERIAL & LABOR		\$ 7,675.00
10%	P. & O.	\$ 490.00
5%	P. & O. (Subcontractor)	\$ 139.00
MN STATE SALES TAX		\$ 33.00
SD EXCISE TAX:		
TOTAL THIS REQUEST:		\$ 8,337.00 ADD

Contract - Job Change Request



CONTRACTOR: Chappell Central, Inc.

DATE: 6/22/2026

ADDRESS:

CITY:

STATE:

ATTENTION: Joe Meyer

Field

34

UHL # 024TC028

JOB NAME: Cottage Grove Water Treatment Plant Low Zone

Per Your
Request:

☐ VERBAL

☐ PHONE

☐ FAX

☐ MAIL

☐ EMAIL

CHANGE REQUEST DESCRIPTION:

Relocate control wiring on condensing unit CU-1 from exterior at grade to indoors on top of Stair A 113.

Labor 2,618.00

Material 160.00

TOTAL Add:

\$2,778.00

UHL COMPANY, INC.

PLEASE SIGN AND RETURN:

CONTRACTOR:

NAME:



Mechanical Insulation Contractor

June 11, 2026

EI-978-34

To: Rice Lake Construction Group
Attn: Aaron Fingarson
Project: Cottage Grove Low Zone
Re: Field Order 34

Aaron,

To make changes outlined in field order 34:
Insulation of condensate drain piping

Labor:	\$	270.00
Materials	\$	180.00
Price add:	\$	450.00

If you have any questions please contact us.

Tom Black - Senior Estimator/Project Manager

REINHARDT & SONS *Painting, Inc.*

P.O. Box 270287
Minneapolis, MN 55427-0287
phone: 612-760-2868
fax: 763-432-9031
dreinhardtandsons.com

June 24, 2026

Rice Lake Construction

Attn: Mr. Aaron Fingarson

Re: Cottage Grove Low Zone Water Treatment Plant- FO- 34
Cottage Grove, MN

Please add \$ 840 for the priming and finish coating of new conduit needed for the above referenced item.

Materials:	\$ 40
Labor: 8 hours x \$ 100	\$ 800

Please do not hesitate to contact me at 612-760-2868 with any questions you might have regarding this matter.

Respectfully Submitted,

Mr. Duwaine Reinhardt
President
Reinhardt & Sons Painting, Inc.

SECTION C-942 – FIELD ORDER 34

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
		Effective Date of Field	
Date Issued:	6/8/26	Order:	6/8/26

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): n/a

Drawing(s) / Details (s): E-302, E-503, M-102, M-104

Description:

Relocation of condensing unit CU-1 from exterior at grade to indoors on top of Stair A 113 roof (within Filter Room 116) to mitigate observed condensing unit performance issues during extreme winter temperatures and build-up of frozen condensate on the sidewalk at the original location. Relocation of CU-1 includes refrigerant piping, condensate piping, insulation, supports, electrical power supply, controls wiring, and all other appurtenances associated with CU-1 for complete operation, as well as associated patching and repair of penetrations, wall surfaces, etc.

Attachments: Markups for Sheets E-302, E503, M-102, and M-104

Issued by Engineer

By: Brian Lintgen

Title: Project Engineer

Date: 6/8/26



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 032R1

October 17th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Subject: Sales Tax Increase

Brian:

The Washington County tax increase has been compiled and will result in an additional tax cost of \$112,919.11 to the Cottage Grove Low Zone WTP project.

An itemized proposal and invoice summary have been provided for reference, these are only Rice Lake direct costs.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 3/27/2026
COP: Tax Increase

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				\$ -	\$0.00	\$ -		\$ -	\$ -	\$ -	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
- Material Invoice Summary	1.00	LS		\$ -	\$0.00	\$ 111,250.35	\$111,250.35	\$ -	\$ -	\$ 111,250.35	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
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				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
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				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	
			0.000%								\$ -
											\$ -
Totals			\$ -	\$ -	\$ -	\$ 111,250.35	\$ -	\$ -	\$ -	\$ 111,250.35	
Rice Lake Mark-up on Subs (5%)										\$ -	
Rice Lake Mark-up on Labor, Material, and Equipment (15%)										\$ -	
Bond and Insurance Cost (1.5%)										\$ 1,668.76	
Total Change Order Proposal Request										\$ 112,919.11	

Days Requested TBD

				Subtotals		\$ 12,056,556.91		\$ 931,707.96		\$ 820,457.61		\$ 111,250.35		
Vendor#	Vendor Name	Inv#	Inv Date	Acctg Date	Inv Descr.	Amount	Tax Group	Tax Descr.	Tax Paid	Tax Liab#	Tax Liab @ 7.375%	DELTA	Notes	
TOM005	Tom Kraemer, INC	641327	4/1/2024	4/30/2024	2333 COTTAGE GROVE	\$ 774.88	MN-WAS	MN-Washington County Tax8.375%	\$ 59.88	8.375%	\$ 52.73	\$ 7.15		
SHA001	Shaw-Stewart Lumber - MPLS	1105577-001	4/3/2024	4/30/2024	2333 COTTAGE GROVE	\$ 2,354.61	MN-WAS	MN-Washington County Tax8.375%	\$ 181.96	8.375%	\$ 160.23	\$ 21.73		
FER003	Ferguson Enterprises Inc #525	0526361	4/4/2024	4/30/2024	2333 COTTAGE GROVE	\$ 72,716.43	MN-WAS	MN-Washington County Tax8.375%	\$ 5,619.38	8.375%	\$ 4,948.41	\$ 670.97		
UNIO23	United Rentals	229509634-0	4/4/2024	4/30/2024	2333 COTTAGE GROVE	\$ 5,414.30	MN-WAS	MN-Washington County Tax8.375%	\$ 418.41	8.375%	\$ 368.45	\$ 49.96		
AVR001	AVR, LLC	291778	4/5/2024	4/30/2024	2333 COTTAGE GROVE	\$ 39,545.87	MN-WAS	MN-Washington County Tax8.375%	\$ 3,056.02	8.375%	\$ 2,691.13	\$ 364.90		
OKXY01	Oxygen Services Co.	0008719398	4/5/2024	4/30/2024	2333 COTTAGE GROVE	\$ 326.25	MN-WAS	MN-Washington County Tax8.375%	\$ 25.21	8.375%	\$ 22.20	\$ 3.01		
TOT003	Total Tool	01620819	4/5/2024	4/30/2024	2333 COTTAGE GROVE	\$ 520.03	MN-WAS	MN-Washington County Tax8.375%	\$ 40.19	8.375%	\$ 35.39	\$ 4.80		
WHIO03	White Cap, LP	50026140612	4/5/2024	4/30/2024	2333 COTTAGE GROVE	\$ 3,594.84	MN-WAS	MN-Washington County Tax8.375%	\$ 279.66	8.375%	\$ 244.49	\$ 35.17		
FER003	Ferguson Enterprises Inc #525	9888863	4/8/2024	4/30/2024	2333 COTTAGE GROVE	\$ 131.22	MN-WAS	MN-Washington County Tax8.375%	\$ 10.14	8.375%	\$ 8.93	\$ 1.21		
SHA001	Shaw-Stewart Lumber - MPLS	1105752-001	4/8/2024	4/30/2024	2333 COTTAGE GROVE	\$ 16,841.48	MN-WAS	MN-Washington County Tax8.375%	\$ 1,301.48	8.375%	\$ 1,146.08	\$ 155.40		
WHIO03	White Cap, LP	50026158425	4/8/2024	4/30/2024	2333 COTTAGE GROVE	\$ 375.52	MN-WAS	MN-Washington County Tax8.375%	\$ 29.02	8.375%	\$ 25.55	\$ 3.46		
FAS001	Fastenal Company	MNBA26717	4/9/2024	4/30/2024	2333 COTTAGE GROVE	\$ 292.25	MN-WAS	MN-Washington County Tax8.375%	\$ 22.58	8.375%	\$ 19.89	\$ 2.70		
TOT003	Total Tool	01621246	4/9/2024	4/30/2024	2333 COTTAGE GROVE	\$ 30.58	MN-WAS	MN-Washington County Tax8.375%	\$ 2.36	8.375%	\$ 2.08	\$ 0.28		
AVR001	AVR, LLC	291922	4/10/2024	4/30/2024	2333 COTTAGE GROVE	\$ 7,003.00	MN-WAS	MN-Washington County Tax8.375%	\$ 541.18	8.375%	\$ 476.56	\$ 64.62		
TOT003	Total Tool	01621506	4/10/2024	4/30/2024	2333 COTTAGE GROVE	\$ 350.05	MN-WAS	MN-Washington County Tax8.375%	\$ 27.05	8.375%	\$ 23.82	\$ 3.23		
TOT003	Total Tool	01621505	4/10/2024	4/30/2024	2333 COTTAGE GROVE	\$ 552.93	MN-WAS	MN-Washington County Tax8.375%	\$ 42.73	8.375%	\$ 37.63	\$ 5.10		
AVR001	AVR, LLC	291986	4/11/2024	4/30/2024	2333 COTTAGE GROVE	\$ 14,160.56	MN-WAS	MN-Washington County Tax8.375%	\$ 1,094.30	8.375%	\$ 963.64	\$ 130.66		
FER003	Ferguson Enterprises Inc #525	0526643-2	4/11/2024	4/30/2024	2333 COTTAGE GROVE	\$ 15,019.61	MN-WAS	MN-Washington County Tax8.375%	\$ 1,160.69	8.375%	\$ 1,022.10	\$ 138.59		
MID019	Mid-County Fabricating, Inc.	45876	4/11/2024	4/30/2024	2333 COTTAGE GROVE	\$ 1,096.67	MN-WAS	MN-Washington County Tax8.375%	\$ 84.75	8.375%	\$ 74.63	\$ 10.12		
UNIO23	United Rentals	229509634-0	4/11/2024	4/30/2024	2333 COTTAGE GROVE	\$ 238.43	MN-WAS	MN-Washington County Tax8.375%	\$ 18.43	8.375%	\$ 16.23	\$ 2.20		
AVR001	AVR, LLC	292056	4/12/2024	4/30/2024	2333 COTTAGE GROVE	\$ 14,254.04	MN-WAS	MN-Washington County Tax8.375%	\$ 1,101.52	8.375%	\$ 970.00	\$ 131.53		
DIE002	Diesel Dogs Fuel Service	00002526591	4/12/2024	4/30/2024	2333 COTTAGE GROVE	\$ 2,694.70	MN-WAS	MN-Washington County Tax8.375%	\$ 208.24	8.375%	\$ 183.38	\$ 24.86		
FER003	Ferguson Enterprises Inc #525	0527579	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 3,522.19	MN-WAS	MN-Washington County Tax8.375%	\$ 272.19	8.375%	\$ 239.69	\$ 32.50		
FER003	Ferguson Enterprises Inc #525	0526214-2	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 6,771.51	MN-WAS	MN-Washington County Tax8.375%	\$ 523.29	8.375%	\$ 460.81	\$ 62.48		
FER003	Ferguson Enterprises Inc #525	0525932	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 9,658.27	MN-WAS	MN-Washington County Tax8.375%	\$ 746.37	8.375%	\$ 657.25	\$ 89.12		
FER003	Ferguson Enterprises Inc #525	0527550	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 21,458.25	MN-WAS	MN-Washington County Tax8.375%	\$ 1,658.25	8.375%	\$ 1,460.25	\$ 198.00		
WHIO03	White Cap, LP	50026250044	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 272.89	MN-WAS	MN-Washington County Tax8.375%	\$ 21.09	8.375%	\$ 18.57	\$ 2.52		
WHIO03	White Cap, LP	50026250692	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 325.13	MN-WAS	MN-Washington County Tax8.375%	\$ 25.13	8.375%	\$ 22.13	\$ 3.00		
WHIO03	White Cap, LP	50026250691	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 1,501.49	MN-WAS	MN-Washington County Tax8.375%	\$ 116.03	8.375%	\$ 102.18	\$ 13.86		
XCE001	Xcel Energy	873511646	4/15/2024	4/30/2024	2333 COTTAGE GROVE	\$ 2,353.46	MN-WAS	MN-Washington County Tax8.375%	\$ 181.84	8.375%	\$ 160.16	\$ 21.69		
FAS001	Fastenal Company	MNBA26730	4/16/2024	4/30/2024	2333 COTTAGE GROVE	\$ 820.39	MN-WAS	MN-Washington County Tax8.375%	\$ 63.40	8.375%	\$ 55.83	\$ 7.57		
FER003	Ferguson Enterprises Inc #525	0526952	4/16/2024	4/30/2024	2333 COTTAGE GROVE	\$ 1,957.58	MN-WAS	MN-Washington County Tax8.375%	\$ 151.28	8.375%	\$ 133.21	\$ 18.06		
FER003	Ferguson Enterprises Inc #525	0526643-3	4/16/2024	4/30/2024	2333 COTTAGE GROVE	\$ 12,658.16	MN-WAS	MN-Washington County Tax8.375%	\$ 978.20	8.375%	\$ 861.40	\$ 116.80		
AVR001	AVR, LLC	292235	5/1/2024	5/31/2024	2333 COTTAGE GROVE	\$ 8,794.63	MN-WAS	MN-Washington County Tax8.375%	\$ 679.63	8.375%	\$ 598.48	\$ 81.15		
BIF001	Biffs, Inc.	W961965	4/17/2024	4/30/2024	2333 COTTAGE GROVE	\$ 590.65	MN-WAS	MN-Washington County Tax8.375%	\$ 45.64	8.375%	\$ 40.19	\$ 5.45		
OKXY01	Oxygen Services Co.	0008723183	4/18/2024	4/30/2024	2333 COTTAGE GROVE	\$ 308.16	MN-WAS	MN-Washington County Tax8.375%	\$ 23.81	8.375%	\$ 20.97	\$ 2.84		
AVR001	AVR, LLC	292387	4/19/2024	5/31/2024	2333 COTTAGE GROVE	\$ 12,029.60	MN-WAS	MN-Washington County Tax8.375%	\$ 929.63	8.375%	\$ 818.62	\$ 111.00		
DIE002	Diesel Dogs Fuel Service	00002525645	4/19/2024	4/30/2024	2333 COTTAGE GROVE	\$ 938.73	MN-WAS	MN-Washington County Tax8.375%	\$ 72.54	8.375%	\$ 63.88	\$ 8.66		
FER003	Ferguson Enterprises Inc #525	0526643-4	4/19/2024	4/30/2024	2333 COTTAGE GROVE	\$ 1,010.40	MN-WAS	MN-Washington County Tax8.375%	\$ 78.08	8.375%	\$ 68.76	\$ 9.32		
FER003	Ferguson Enterprises Inc #525	0527969	4/22/2024	4/30/2024	2333 COTTAGE GROVE	\$ 292.61	MN-WAS	MN-Washington County Tax8.375%	\$ 22.61	8.375%	\$ 19.91	\$ 2.70		
FER003	Ferguson Enterprises Inc #525	0526214-3	4/22/2024	4/30/2024	2333 COTTAGE GROVE	\$ 57,748.64	MN-WAS	MN-Washington County Tax8.375%	\$ 4,462.70	8.375%	\$ 3,929.84	\$ 532.86		
HEC001	Hecksel Machine INC	111467	4/22/2024	4/30/2024	2333 COTTAGE GROVE	\$ 8,724.19	MN-WAS	MN-Washington County Tax8.375%	\$ 674.19	8.375%	\$ 593.69	\$ 80.50		
AVR001	AVR, LLC	292559	4/23/2024	5/31/2024	2333 COTTAGE GROVE	\$ 10,869.99	MN-WAS	MN-Washington County Tax8.375%	\$ 840.01	8.375%	\$ 739.71	\$ 100.30		
WHIO03	White Cap, LP	50026371290	4/23/2024	4/30/2024	2333 COTTAGE GROVE	\$ 148.59	MN-WAS	MN-Washington County Tax8.375%	\$ 11.48	8.375%	\$ 10.11	\$ 1.37		
WHIO03	White Cap, LP	50026360218	4/23/2024	4/30/2024	2333 COTTAGE GROVE	\$ 286.63	MN-WAS	MN-Washington County Tax8.375%	\$ 22.15	8.375%	\$ 19.51	\$ 2.64		
AVR001	AVR, LLC	292746	4/25/2024	5/31/2024	2333 COTTAGE GROVE	\$ 18,206.94	MN-WAS	MN-Washington County Tax8.375%	\$ 1,407.00	8.375%	\$ 1,239.00	\$ 168.00		
WHIO03	White Cap, LP	50026431106	4/26/2024	4/30/2024	2333 COTTAGE GROVE	\$ 2,029.32	MN-WAS	MN-Washington County Tax8.375%	\$ 156.82	8.375%	\$ 138.10	\$ 18.72		
GOO003	Goodin Company	1274023-000	4/27/2024	4/30/2024	2333 COTTAGE GROVE	\$ 13,617.96	MN-WAS	MN-Washington County Tax8.375%	\$ 1,052.37	8.375%	\$ 926.71	\$ 125.66		
FAS001	Fastenal Company	MNT1112612	4/29/2024	4/30/2024	2333 COTTAGE GROVE	\$ 4,600.43	MN-WAS	MN-Washington County Tax8.375%	\$ 355.51	8.375%	\$ 313.06	\$ 42.45		
FER003	Ferguson Enterprises Inc #525	0526643-5	4/29/2024	4/30/2024	2333 COTTAGE GROVE	\$ 10,221.12	MN-WAS	MN-Washington County Tax8.375%	\$ 789.87	8.375%	\$ 695.55	\$ 94.31		
FER003	Ferguson Enterprises Inc #525	0527554	4/29/2024	4/30/2024	2333 COTTAGE GROVE	\$ 19,684.15	MN-WAS	MN-Washington County Tax8.375%	\$ 1,521.15	8.375%	\$ 1,339.52	\$ 181.63		
MID007	Mid America Steel, Inc.	21430	4/29/2024	8/31/2024	2333 COTTAGE GROVE	\$ 137,389.53	MN-WAS	MN-Washington County Tax8.375%	\$ 10,617.18	8.375%	\$ 9,349.46	\$ 1,267.72		
SHA001	Shaw-Stewart Lumber - MPLS	1108423-001	4/29/2024	4/30/2024	2333 COTTAGE GROVE	\$ 4,760.54	MN-WAS	MN-Washington County Tax8.375%	\$ 367.89	8.375%	\$ 323.96	\$ 43.93		
TOT003	Total Tool	01624445	4/29/2024	4/30/2024	2333 COTTAGE GROVE	\$ 550.94	MN-WAS	MN-Washington County Tax8.375%	\$ 42.58	8.375%	\$ 37.49	\$ 5.08		
ADV001	Advance Shoring	0424202-IN	4/30/2024	5/31/2024	2333 COTTAGE GROVE	\$ 685.46	MN-WAS	MN-Washington County Tax8.375%	\$ 52.97	8.375%	\$ 46.65	\$ 6.33		
ADV001	Advance Shoring	0424201-IN	4/30/2024	5/31/2024	2333 COTTAGE GROVE	\$ 15,731.98	MN-WAS	MN-Washington County Tax8.375%	\$ 1,215.74	8.375%	\$ 1,070.57	\$ 145.16		
ADV001	Advance Shoring	0424214-IN	4/30/2024	5/31/2024	2333 COTTAGE GROVE	\$ 23,148.10	MN-WAS	MN-Washington County Tax8.375%	\$ 1,788.84	8.375%	\$ 1,575.25	\$ 213.59		
FER003	Ferguson Enterprises Inc #525	0526252	4/30/2024	5/31/2024	2333 COTTAGE GROVE	\$ 169,265.72	MN-WAS	MN-Washington County Tax8.375%	\$ 13,080.51	8.375%	\$ 11,518.66	\$ 1,561.85		
OKXY01	Oxygen Services Co.	0003584029	4/30/2024	4/30/2024	2333 COTTAGE GROVE	\$ 75.43	MN-WAS	MN-Washington County Tax8.375%	\$ 5.83	8.375%	\$ 5.13	\$ 0.70		
RUM001	Rumpca Excavating	18809	4/30/2024	5/31/2024	2333 COTTAGE GROVE	\$ 443.74	MN-WAS	MN-Washington County Tax8.375%	\$ 34.29	8.375%	\$ 30.20	\$ 4.09		
AVR001	AVR, LLC	293073	5/1/2024	5/31/2024	2333 COTTAGE GROVE	\$ 16,784.57	MN-WAS	MN-Washington County Tax8.375%	\$ 1,297.08	8.375%	\$ 1,142.20	\$ 154.88		
FER003	Ferguson Enterprises Inc #525	0526214-4	5/1/2024	5/31/2024	2333 COTTAGE GROVE	\$ 884.48	MN-WAS	MN-Washington County Tax8.375%	\$ 68.35	8.375%	\$ 60.19	\$ 8.16		
FER003	Ferguson Enterprises Inc #525	0527288	5/1/2024	5/31/2024	2333 COTTAGE GROVE	\$ 5,718.48	MN-WAS	MN-Washington County Tax8.375%	\$ 441.91	8.375%	\$ 389.15	\$ 52.77		
TOM005	Tom Kraemer, INC	645617	5/1/2024	5/31/2024	2333 COTTAGE GROVE	\$ 774.88	MN-WAS	MN-Washington County Tax8.375%	\$ 59.88	8.375%	\$ 52.73	\$ 7.15		
FER003	Ferguson Enterprises Inc #525	0526595	5/2/2024	5/31/2024	2333 COTTAGE GROVE	\$ 6,270.06	MN-WAS	MN-Washington County Tax8.375%	\$ 484.54	8.375%	\$ 426.68	\$ 57.86		
AVR001	AVR, LLC	293201	5/3/2024	5/31/2024	2333 COTTAGE GROVE	\$ 5,577.40	MN-WAS	MN-Washington County Tax8.375%	\$ 444.92	8.375%	\$ 391.80	\$ 53.13		
WHIO03	White Cap, LP	50026515336	5/3/2024	5/31/2024	2333 COTTAGE GROVE	\$ 1,224.02	MN-WAS	MN-Washington County Tax8.375%	\$ 94.59	8.375%	\$ 83.30	\$ 11.30		
FER003	Ferguson Enterprises Inc #525	0526214-5	5/6/2024	5/31/2024	2333 COTTAGE GROVE	\$ 530.68	MN-WAS	MN-Washington County Tax8.375%	\$ 41.01	8.375%	\$ 36.11	\$ 4.90		
MID019	Mid-County Fabricating, Inc.	46077	5/6/2024	5/31/2024	2333 COTTAGE GROVE	\$ 783.00	MN-WAS	MN-Washington County Tax8.375%	\$ 60.51	8.375%	\$ 53.28	\$ 7.22		
TOT003	Total Tool	01625600	5/6/2024	5/31/2024	2333 COTTAGE GROVE	\$ 394.68	MN-WAS	MN-Washington County Tax8.375%	\$ 30.50	8.375%	\$ 26.86	\$ 3.64		
WHIO03	White Cap, LP	50026561761	5/6/2024	5/31/2024	2333 COTTAGE GROVE	\$ 3,587.89	MN-WAS	MN-Washington County Tax8.375%	\$ 277.26	8.375%	\$ 244.16	\$ 33.11		
BIL002	Bilco Company	185337	5/7/2024	5/31/2024	2333 COTTAGE GROVE	\$ 22,959.69	MN-WAS	MN-Washington County Tax8.375%	\$ 1,774.28	8.375%	\$ 1,562.42	\$ 211.86		
FER003	Ferguson Enterprises Inc #525	0529152	5/7/2024	5/31/2024	2333 COTTAGE GROVE	\$ 1,614.79	MN-WAS	MN-Washington County Tax8.375%	\$ 124.79	8.375%	\$ 109.89	\$ 14.90		
AVR001	AVR, LLC	293500	5/8/2024	5/31/2024	2333 COTTAGE GROVE									

AVR001	AVR, LLC	295616	6/6/2024	7/31/2024	2333 COTTAGE GROVE	\$	40,400.82	MN-WAS	MN-Washington County Tax8.375%	\$	3,122.10	8.375%	\$	2,749.31	\$	372.79
FER003	Ferguson Enterprises Inc #525	0530464	6/6/2024	6/30/2024	2333 COTTAGE GROVE	\$	95,268.49	MN-WAS	MN-Washington County Tax8.375%	\$	7,362.16	8.375%	\$	6,483.09	\$	879.06
HEC001	Hecksel Machine INC	111624	6/7/2024	7/31/2024	2333 COTTAGE GROVE	\$	2,275.88	MN-WAS	MN-Washington County Tax8.375%	\$	175.88	8.375%	\$	154.88	\$	21.00
FER003	Ferguson Enterprises Inc #525	0526643-7	6/10/2024	6/30/2024	2333 COTTAGE GROVE	\$	2,084.27	MN-WAS	MN-Washington County Tax8.375%	\$	161.07	8.375%	\$	141.84	\$	19.23
MID019	Mid-County Fabricating, Inc.	46371	6/10/2024	6/30/2024	2333 COTTAGE GROVE	\$	740.00	MN-WAS	MN-Washington County Tax8.375%	\$	57.19	8.375%	\$	50.36	\$	6.83
MID019	Mid-County Fabricating, Inc.	46370	6/10/2024	6/30/2024	2333 COTTAGE GROVE	\$	9,380.00	MN-WAS	MN-Washington County Tax8.375%	\$	724.87	8.375%	\$	638.32	\$	86.55
MID019	Mid-County Fabricating, Inc.	46371	6/10/2024	6/30/2024	2333 COTTAGE GROVE	\$	30,970.00	MN-WAS	MN-Washington County Tax8.375%	\$	2,393.30	8.375%	\$	2,107.53	\$	285.77
FA5001	Fastenal Company	MNBA26832	6/11/2024	6/30/2024	2333 COTTAGE GROVE	\$	403.99	MN-WAS	MN-Washington County Tax8.375%	\$	31.22	8.375%	\$	27.49	\$	3.73
BIF001	Biffs, Inc.	W970045	6/12/2024	6/30/2024	2333 COTTAGE GROVE	\$	514.79	MN-WAS	MN-Washington County Tax8.375%	\$	39.78	8.375%	\$	35.03	\$	4.75
HIL003	Hilti, Inc. - Pittsburg	4622958695	6/12/2024	6/30/2024	2333 COTTAGE GROVE	\$	1,076.78	MN-WAS	MN-Washington County Tax8.375%	\$	83.21	8.375%	\$	73.28	\$	9.94
XCE001	Xcel Energy	881683396	6/13/2024	7/31/2024	2333 COTTAGE GROVE	\$	127.74	MN-WAS	MN-Washington County Tax8.375%	\$	9.87	8.375%	\$	8.69	\$	1.18
FER003	Ferguson Enterprises Inc #525	0531743	6/17/2024	6/30/2024	2333 COTTAGE GROVE	\$	4,143.39	MN-WAS	MN-Washington County Tax8.375%	\$	320.19	8.375%	\$	281.96	\$	38.23
FER003	Ferguson Enterprises Inc #525	0530464-1	6/17/2024	7/31/2024	2333 COTTAGE GROVE	\$	48,206.35	MN-WAS	MN-Washington County Tax8.375%	\$	3,725.29	8.375%	\$	3,280.48	\$	444.81
VES001	Vessco, Inc.	094474	6/17/2024	7/31/2024	2333 COTTAGE GROVE	\$	19,539.96	MN-WAS	MN-Washington County Tax8.375%	\$	1,510.01	8.375%	\$	1,329.71	\$	180.30
COL014	Columbia Pipe & Supply #1480	0633337	6/18/2024	6/30/2024	2333 COTTAGE GROVE	\$	62.15	MN-WAS	MN-Washington County Tax8.375%	\$	4.80	8.375%	\$	4.23	\$	0.57
AVR001	AVR, LLC	296591	6/19/2024	7/31/2024	2333 COTTAGE GROVE	\$	27,364.60	MN-WAS	MN-Washington County Tax8.375%	\$	2,114.69	8.375%	\$	1,862.18	\$	252.51
FA5001	Fastenal Company	MNBA26848	6/19/2024	6/30/2024	2333 COTTAGE GROVE	\$	1,178.19	MN-WAS	MN-Washington County Tax8.375%	\$	91.05	8.375%	\$	80.18	\$	10.87
FER003	Ferguson Enterprises Inc #525	0531418	6/19/2024	8/31/2024	2333 COTTAGE GROVE	\$	5,550.10	MN-WAS	MN-Washington County Tax8.375%	\$	428.90	8.375%	\$	377.69	\$	51.21
AMC001	Amcon Concrete Products LLC	7480715	6/26/2024	7/31/2024	2333 COTTAGE GROVE	\$	172.42	MN-WAS	MN-Washington County Tax8.375%	\$	13.32	8.375%	\$	11.73	\$	1.58
AVR001	AVR, LLC	297180	6/27/2024	8/31/2024	2333 COTTAGE GROVE	\$	35,725.70	MN-WAS	MN-Washington County Tax8.375%	\$	2,760.82	8.375%	\$	2,431.16	\$	329.66
FER003	Ferguson Enterprises Inc #525	0526214-8	6/27/2024	6/30/2024	2333 COTTAGE GROVE	\$	17,596.19	MN-WAS	MN-Washington County Tax8.375%	\$	1,359.80	8.375%	\$	1,197.43	\$	162.36
ADV001	Advance Shoring	0624077-IN	6/28/2024	7/31/2024	2333 COTTAGE GROVE	\$	685.46	MN-WAS	MN-Washington County Tax8.375%	\$	52.97	8.375%	\$	46.05	\$	6.33
ADV001	Advance Shoring	0624162-IN	6/28/2024	7/31/2024	2333 COTTAGE GROVE	\$	26,177.99	MN-WAS	MN-Washington County Tax8.375%	\$	2,022.98	8.375%	\$	1,781.43	\$	241.55
PLA001	Plant & Flanged Equipment	0086652-IN	6/28/2024	6/30/2024	2333 COTTAGE GROVE	\$	333.15	MN-WAS	MN-Washington County Tax8.375%	\$	25.74	8.375%	\$	22.67	\$	3.07
PLA001	Plant & Flanged Equipment	0086652-IN	6/28/2024	6/30/2024	2333 COTTAGE GROVE	\$	1,983.33	MN-WAS	MN-Washington County Tax8.375%	\$	153.27	8.375%	\$	134.97	\$	18.30
TW0125	Twin City Windustrial Supply	169981.01	6/28/2024	7/31/2024	2333 COTTAGE GROVE	\$	242.02	MN-WAS	MN-Washington County Tax8.375%	\$	18.70	8.375%	\$	16.47	\$	2.23
OXY001	Oxygen Services Co.	0003589297	6/30/2024	6/30/2024	2333 COTTAGE GROVE	\$	76.84	MN-WAS	MN-Washington County Tax8.375%	\$	5.94	8.375%	\$	5.23	\$	0.71
FER003	Ferguson Enterprises Inc #525	0526643-8	7/1/2024	7/31/2024	2333 COTTAGE GROVE	\$	586.30	MN-WAS	MN-Washington County Tax8.375%	\$	45.31	8.375%	\$	39.90	\$	5.41
TOM005	Tom Kraemer, INC	654906	7/1/2024	7/31/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
UNIO23	United Rentals	235248714-0	7/1/2024	7/31/2024	2333 COTTAGE GROVE	\$	1,131.44	MN-WAS	MN-Washington County Tax8.375%	\$	87.44	8.375%	\$	77.00	\$	10.44
FER003	Ferguson Enterprises Inc #525	0527227	7/3/2024	7/31/2024	2333 COTTAGE GROVE	\$	72,527.86	MN-WAS	MN-Washington County Tax8.375%	\$	5,604.81	8.375%	\$	4,935.58	\$	669.23
HIL003	Hilti, Inc. - Pittsburg	4623065584	7/3/2024	7/31/2024	2333 COTTAGE GROVE	\$	995.74	MN-WAS	MN-Washington County Tax8.375%	\$	76.95	8.375%	\$	67.76	\$	9.19
FER003	Ferguson Enterprises Inc #525	0532378	7/5/2024	7/31/2024	2333 COTTAGE GROVE	\$	718.52	MN-WAS	MN-Washington County Tax8.375%	\$	55.53	8.375%	\$	48.90	\$	6.63
AQU006	Aqueous Vets LLC	R1100622	7/8/2024	9/30/2024	2333 COTTAGE GROVE	\$	1,961,587.50	MN-WAS	MN-Washington County Tax8.375%	\$	151,587.50	8.375%	\$	133,487.50	\$	18,100.00
VES001	Vessco, Inc.	094662	7/8/2024	7/31/2024	2333 COTTAGE GROVE	\$	44,769.38	MN-WAS	MN-Washington County Tax8.375%	\$	3,459.69	8.375%	\$	3,046.59	\$	413.10
AVR001	AVR, LLC	297884	7/9/2024	7/31/2024	2333 COTTAGE GROVE	\$	2,584.74	MN-WAS	MN-Washington County Tax8.375%	\$	199.74	8.375%	\$	175.89	\$	23.85
WHI003	White Cap, LP	50027387168	7/9/2024	7/31/2024	2333 COTTAGE GROVE	\$	197.78	MN-WAS	MN-Washington County Tax8.375%	\$	15.08	8.375%	\$	13.47	\$	1.60
AVR001	AVR, LLC	298003	7/10/2024	7/31/2024	2333 COTTAGE GROVE	\$	8,897.56	MN-WAS	MN-Washington County Tax8.375%	\$	687.59	8.375%	\$	605.49	\$	82.10
BIF001	Biffs, Inc.	W974830	7/10/2024	7/31/2024	2333 COTTAGE GROVE	\$	514.79	MN-WAS	MN-Washington County Tax8.375%	\$	39.78	8.375%	\$	35.03	\$	4.75
WHI003	White Cap, LP	50027424256	7/11/2024	7/31/2024	2333 COTTAGE GROVE	\$	823.12	MN-WAS	MN-Washington County Tax8.375%	\$	63.61	8.375%	\$	56.01	\$	7.59
AVR001	AVR, LLC	298265	7/12/2024	8/31/2024	2333 COTTAGE GROVE	\$	3,256.66	MN-WAS	MN-Washington County Tax8.375%	\$	251.67	8.375%	\$	221.62	\$	30.05
FER003	Ferguson Enterprises Inc #525	0532896	7/15/2024	9/30/2024	2333 COTTAGE GROVE	\$	468.18	MN-WAS	MN-Washington County Tax8.375%	\$	36.18	8.375%	\$	31.86	\$	4.32
XCE001	Xcel Energy	885724639	7/15/2024	7/31/2024	2333 COTTAGE GROVE	\$	249.49	MN-WAS	MN-Washington County Tax8.375%	\$	19.28	8.375%	\$	16.98	\$	2.30
PLA001	Plant & Flanged Equipment	0086756-IN	7/17/2024	7/31/2024	2333 COTTAGE GROVE	\$	21,002.21	MN-WAS	MN-Washington County Tax8.375%	\$	1,623.01	8.375%	\$	1,429.22	\$	193.79
AVR001	AVR, LLC	298738	7/18/2024	8/31/2024	2333 COTTAGE GROVE	\$	3,424.64	MN-WAS	MN-Washington County Tax8.375%	\$	264.65	8.375%	\$	233.05	\$	31.60
HIL003	Hilti, Inc. - Pittsburg	4623124296	7/18/2024	7/31/2024	2333 COTTAGE GROVE	\$	995.74	MN-WAS	MN-Washington County Tax8.375%	\$	76.95	8.375%	\$	67.76	\$	9.19
FA5001	Fastenal Company	MNBA26895	7/19/2024	7/31/2024	2333 COTTAGE GROVE	\$	109.08	MN-WAS	MN-Washington County Tax8.375%	\$	8.43	8.375%	\$	7.42	\$	1.01
VES001	Vessco, Inc.	094752	7/19/2024	7/31/2024	2333 COTTAGE GROVE	\$	16,689.75	MN-WAS	MN-Washington County Tax8.375%	\$	1,289.75	8.375%	\$	1,135.75	\$	154.00
VES001	Vessco, Inc.	094750	7/19/2024	7/31/2024	2333 COTTAGE GROVE	\$	25,684.88	MN-WAS	MN-Washington County Tax8.375%	\$	1,984.88	8.375%	\$	1,747.88	\$	237.00
VES001	Vessco, Inc.	094751	7/19/2024	7/31/2024	2333 COTTAGE GROVE	\$	87,310.19	MN-WAS	MN-Washington County Tax8.375%	\$	6,747.15	8.375%	\$	5,941.52	\$	805.63
FER003	Ferguson Enterprises Inc #525	0526214-9	7/22/2024	8/31/2024	2333 COTTAGE GROVE	\$	60,225.73	MN-WAS	MN-Washington County Tax8.375%	\$	4,654.12	8.375%	\$	4,098.41	\$	555.71
WHI003	White Cap, LP	50027565414	7/22/2024	7/31/2024	2333 COTTAGE GROVE	\$	83.51	MN-WAS	MN-Washington County Tax8.375%	\$	6.37	8.375%	\$	5.69	\$	0.68
WHI003	White Cap, LP	50027560227	7/22/2024	7/31/2024	2333 COTTAGE GROVE	\$	380.28	MN-WAS	MN-Washington County Tax8.375%	\$	29.39	8.375%	\$	25.88	\$	3.51
ADV002	Advance Specialties Company	0547037-IN	7/23/2024	7/31/2024	2333 COTTAGE GROVE	\$	48.07	MN-WAS	MN-Washington County Tax8.375%	\$	3.66	8.375%	\$	3.27	\$	0.39
FER003	Ferguson Enterprises Inc #525	0527233	7/23/2024	7/31/2024	2333 COTTAGE GROVE	\$	861.16	MN-WAS	MN-Washington County Tax8.375%	\$	66.55	8.375%	\$	58.60	\$	7.95
AVR001	AVR, LLC	299235	7/24/2024	8/31/2024	2333 COTTAGE GROVE	\$	1,712.32	MN-WAS	MN-Washington County Tax8.375%	\$	132.33	8.375%	\$	116.52	\$	15.80
WHI003	White Cap, LP	50027608934	7/24/2024	7/31/2024	2333 COTTAGE GROVE	\$	459.72	MN-WAS	MN-Washington County Tax8.375%	\$	35.53	8.375%	\$	31.28	\$	4.24
FER003	Ferguson Enterprises Inc #525	0532031	7/25/2024	7/31/2024	2333 COTTAGE GROVE	\$	2,673.22	MN-WAS	MN-Washington County Tax8.375%	\$	206.58	8.375%	\$	181.91	\$	24.67
FER003	Ferguson Enterprises Inc #525	0532141	7/25/2024	7/31/2024	2333 COTTAGE GROVE	\$	14,251.93	MN-WAS	MN-Washington County Tax8.375%	\$	1,101.36	8.375%	\$	969.85	\$	131.50
FER003	Ferguson Enterprises Inc #525	0532006	7/25/2024	7/31/2024	2333 COTTAGE GROVE	\$	90,685.09	MN-WAS	MN-Washington County Tax8.375%	\$	7,007.96	8.375%	\$	6,171.19	\$	836.77
UNIO23	United Rentals	235248714-0	7/29/2024	7/31/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
FER003	Ferguson Enterprises Inc #525	0534188	7/30/2024	8/31/2024	2333 COTTAGE GROVE	\$	12,629.09	MN-WAS	MN-Washington County Tax8.375%	\$	975.95	8.375%	\$	859.42	\$	116.53
ADV001	Advance Shoring	0724073-IN	7/31/2024	8/31/2024	2333 COTTAGE GROVE	\$	374.95	MN-WAS	MN-Washington County Tax8.375%	\$	28.98	8.375%	\$	25.52	\$	3.46
ADV001	Advance Shoring	0724079-IN	7/31/2024	8/31/2024	2333 COTTAGE GROVE	\$	18,613.02	MN-WAS	MN-Washington County Tax8.375%	\$	1,438.38	8.375%	\$	1,266.63	\$	171.75
DEM002	Dem-Con Dumpsters LLC	775996	7/31/2024	7/31/2024	2333 COTTAGE GROVE	\$	390.00	MN-WAS	MN-Washington County Tax8.375%	\$	29.48	8.375%	\$	26.59	\$	2.89
OXY001	Oxygen Services Co.	0003592032	7/31/2024	7/31/2024	2333 COTTAGE GROVE	\$	79.40	MN-WAS	MN-Washington County Tax8.375%	\$	6.14	8.375%	\$	5.40	\$	0.73
PRO011	Proline Distributing	INVE6607	8/1/2024	11/30/2024	2333 COTTAGE GROVE	\$	2,417.40	MN-WAS	MN-Washington County Tax8.375%	\$	186.81	8.375%	\$	164.51	\$	22.31
TOM005	Tom Kraemer, INC	659538	8/1/2024	8/31/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
WAC002	Waco Scaffolding - MANKATO	21672	8/1/2024	8/31/2024	2333 COTTAGE GROVE	\$	882.32	MN-WAS	MN-Washington County Tax8.375%	\$	68.50	8.375%	\$	60.02	\$	8.48
AVR001	AVR, LLC	300030	8/2/2024	10/31/2024	2333 COTTAGE GROVE	\$	5,640.90	MN-WAS	MN-Washington County Tax8.375%	\$	435.92	8.375%	\$	383.87	\$	52.05
WAC002	Waco Scaffolding - MANKATO	21674														

PAC006	Packer Fastener	IN185934	9/10/2024	9/30/2024	2333 COTTAGE GROVE	\$	749.99	MN-WAS	MN-Washington County Tax8.375%	\$	57.96	8.375%	\$	51.04	\$	6.92
AMC001	Amcon Concrete Products LLC	7571338	9/11/2024	10/31/2024	2333 COTTAGE GROVE	\$	2,718.86	MN-WAS	MN-Washington County Tax8.375%	\$	210.11	8.375%	\$	182.02	\$	25.09
FER003	Ferguson Enterprises Inc #525	0536641	9/11/2024	9/30/2024	2333 COTTAGE GROVE	\$	72.35	MN-WAS	MN-Washington County Tax8.375%	\$	5.59	8.375%	\$	4.92	\$	0.67
FER003	Ferguson Enterprises Inc #525	0536954	9/11/2024	9/30/2024	2333 COTTAGE GROVE	\$	162.56	MN-WAS	MN-Washington County Tax8.375%	\$	12.56	8.375%	\$	11.06	\$	1.50
XCE001	Xcel Energy	894138056	9/12/2024	9/30/2024	2333 COTTAGE GROVE	\$	317.29	MN-WAS	MN-Washington County Tax8.375%	\$	24.52	8.375%	\$	21.59	\$	2.93
OKY001	Oxygen Services Co.	0008765098	9/13/2024	9/30/2024	2333 COTTAGE GROVE	\$	99.61	MN-WAS	MN-Washington County Tax8.375%	\$	7.70	8.375%	\$	6.78	\$	0.92
PAC006	Packer Fastener	IN187763	9/13/2024	9/30/2024	2333 COTTAGE GROVE	\$	548.12	MN-WAS	MN-Washington County Tax8.375%	\$	42.36	8.375%	\$	37.30	\$	5.06
WHI003	White Cap, LP	50028324493	9/13/2024	9/30/2024	2333 COTTAGE GROVE	\$	2,483.31	MN-WAS	MN-Washington County Tax8.375%	\$	191.90	8.375%	\$	168.99	\$	22.91
DIE002	Diesel Dugs Fuel Service	00002675144	9/15/2024	9/30/2024	2333 COTTAGE GROVE	\$	639.05	MN-WAS	MN-Washington County Tax8.375%	\$	49.38	8.375%	\$	43.49	\$	5.90
FER003	Ferguson Enterprises Inc #525	0536859	9/16/2024	9/30/2024	2333 COTTAGE GROVE	\$	794.39	MN-WAS	MN-Washington County Tax8.375%	\$	61.39	8.375%	\$	54.06	\$	7.33
AMC001	Amcon Concrete Products LLC	7576920	9/17/2024	10/31/2024	2333 COTTAGE GROVE	\$	3,977.90	MN-WAS	MN-Washington County Tax8.375%	\$	307.40	8.375%	\$	270.70	\$	36.71
TWIO25	Twin City Windustrial Supply	169041 01	9/17/2024	9/30/2024	2333 COTTAGE GROVE	\$	10,033.75	MN-WAS	MN-Washington County Tax8.375%	\$	775.39	8.375%	\$	682.80	\$	92.58
AMC001	Amcon Concrete Products LLC	7579668	9/19/2024	10/31/2024	2333 COTTAGE GROVE	\$	2,718.86	MN-WAS	MN-Washington County Tax8.375%	\$	210.11	8.375%	\$	185.02	\$	25.09
GOO003	Goodin Company	2637796-01	9/19/2024	9/30/2024	2333 COTTAGE GROVE	\$	1,720.33	MN-WAS	MN-Washington County Tax8.375%	\$	132.94	8.375%	\$	117.07	\$	15.87
GOO003	Goodin Company	2637796-00	9/19/2024	9/30/2024	2333 COTTAGE GROVE	\$	2,166.86	MN-WAS	MN-Washington County Tax8.375%	\$	167.45	8.375%	\$	147.46	\$	19.99
AVR001	AVR, LLC	303900	9/20/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,544.34	MN-WAS	MN-Washington County Tax8.375%	\$	119.34	8.375%	\$	105.09	\$	14.25
HILO03	Hilti, Inc. - Pittsburg	4623417028	9/20/2024	9/30/2024	2333 COTTAGE GROVE	\$	391.31	MN-WAS	MN-Washington County Tax8.375%	\$	30.24	8.375%	\$	26.63	\$	3.61
MCM002	McMaster- Carr	33642919	9/20/2024	9/30/2024	2333 COTTAGE GROVE	\$	123.17	MN-WAS	MN-Washington County Tax8.375%	\$	9.52	8.375%	\$	8.38	\$	1.14
FAS001	Fastenal Company	MNBAX27001	9/23/2024	9/30/2024	2333 COTTAGE GROVE	\$	51.43	MN-WAS	MN-Washington County Tax8.375%	\$	3.97	8.375%	\$	3.50	\$	0.47
PLA001	Plant & Flanged Equipment	0087119-IN	9/23/2024	9/30/2024	2333 COTTAGE GROVE	\$	755.91	MN-WAS	MN-Washington County Tax8.375%	\$	58.42	8.375%	\$	51.44	\$	6.98
PLA001	Plant & Flanged Equipment	0087118-IN	9/23/2024	9/30/2024	2333 COTTAGE GROVE	\$	17,177.45	MN-WAS	MN-Washington County Tax8.375%	\$	1,327.44	8.375%	\$	1,168.94	\$	158.50
UNIO23	United Rentals	235248714-0	9/23/2024	9/30/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
ADV002	Advance Specialties Company	0548529-IN	9/24/2024	10/31/2024	2333 COTTAGE GROVE	\$	5,579.51	MN-WAS	MN-Washington County Tax8.375%	\$	431.17	8.375%	\$	379.69	\$	51.48
AVR001	AVR, LLC	304167	9/24/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,040.40	MN-WAS	MN-Washington County Tax8.375%	\$	80.40	8.375%	\$	70.80	\$	9.60
GOO003	Goodin Company	1350804-00	9/24/2024	9/30/2024	2333 COTTAGE GROVE	\$	455.18	MN-WAS	MN-Washington County Tax8.375%	\$	35.18	8.375%	\$	30.98	\$	4.20
AMC001	Amcon Concrete Products LLC	7587002	9/25/2024	10/31/2024	2333 COTTAGE GROVE	\$	3,453.64	MN-WAS	MN-Washington County Tax8.375%	\$	266.89	8.375%	\$	235.02	\$	31.87
GOO003	Goodin Company	1350804-02	9/25/2024	9/30/2024	2333 COTTAGE GROVE	\$	126.53	MN-WAS	MN-Washington County Tax8.375%	\$	9.78	8.375%	\$	8.61	\$	1.17
GOO003	Goodin Company	1350804-01	9/25/2024	9/30/2024	2333 COTTAGE GROVE	\$	998.68	MN-WAS	MN-Washington County Tax8.375%	\$	77.18	8.375%	\$	67.96	\$	9.22
VWVG003	W W Goetsch Associates	113287	9/25/2024	12/31/2024	2333 COTTAGE GROVE	\$	88,325.63	MN-WAS	MN-Washington County Tax8.375%	\$	6,825.63	8.375%	\$	6,010.63	\$	815.00
WHI003	White Cap, LP	50028483072	9/25/2024	9/30/2024	2333 COTTAGE GROVE	\$	561.39	MN-WAS	MN-Washington County Tax8.375%	\$	43.38	8.375%	\$	38.20	\$	5.18
AVR001	AVR, LLC	304408	9/26/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,124.39	MN-WAS	MN-Washington County Tax8.375%	\$	86.89	8.375%	\$	76.52	\$	10.38
DIE002	Diesel Dugs Fuel Service	00002681823	9/26/2024	9/30/2024	2333 COTTAGE GROVE	\$	723.63	MN-WAS	MN-Washington County Tax8.375%	\$	55.92	8.375%	\$	49.24	\$	6.68
ADV002	Advance Specialties Company	0548759-IN	9/30/2024	10/31/2024	2333 COTTAGE GROVE	\$	348.32	MN-WAS	MN-Washington County Tax8.375%	\$	26.92	8.375%	\$	23.70	\$	3.21
FER003	Ferguson Enterprises Inc #525	0526214-13	9/30/2024	9/30/2024	2333 COTTAGE GROVE	\$	5,005.36	MN-WAS	MN-Washington County Tax8.375%	\$	386.80	8.375%	\$	340.62	\$	46.19
OKY001	Oxygen Services Co.	0003597435	9/30/2024	9/30/2024	2333 COTTAGE GROVE	\$	80.24	MN-WAS	MN-Washington County Tax8.375%	\$	6.20	8.375%	\$	5.46	\$	0.74
FER003	Ferguson Enterprises Inc #525	0526643-9	10/1/2024	10/31/2024	2333 COTTAGE GROVE	\$	4,164.30	MN-WAS	MN-Washington County Tax8.375%	\$	321.81	8.375%	\$	283.38	\$	38.42
TOM005	Tom Kraemer, INC	669505	10/1/2024	10/31/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
UNIO23	United Rentals	239523540-0	10/1/2024	10/31/2024	2333 COTTAGE GROVE	\$	167.79	MN-WAS	MN-Washington County Tax8.375%	\$	12.97	8.375%	\$	11.42	\$	1.55
BIFO01	Biffs, Inc.	INV219648	10/2/2024	10/31/2024	2333 COTTAGE GROVE	\$	683.85	MN-WAS	MN-Washington County Tax8.375%	\$	52.85	8.375%	\$	46.54	\$	6.31
TWIO25	Twin City Windustrial Supply	171828 01	10/2/2024	10/31/2024	2333 COTTAGE GROVE	\$	866.53	MN-WAS	MN-Washington County Tax8.375%	\$	66.96	8.375%	\$	58.97	\$	8.00
DEM002	Dem-Con Dumpsters LLC	D84787	10/4/2024	10/31/2024	2333 COTTAGE GROVE	\$	390.00	MN-WAS	MN-Washington County Tax8.375%	\$	29.48	8.375%	\$	26.59	\$	2.89
TWIO25	Twin City Windustrial Supply	171946 01	10/8/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,028.89	MN-WAS	MN-Washington County Tax8.375%	\$	79.51	8.375%	\$	70.02	\$	9.49
FAS001	Fastenal Company	MNBAX27030	10/10/2024	10/31/2024	2333 COTTAGE GROVE	\$	258.84	MN-WAS	MN-Washington County Tax8.375%	\$	20.00	8.375%	\$	17.61	\$	2.39
XCE001	Xcel Energy	898342226	10/11/2024	10/31/2024	2333 COTTAGE GROVE	\$	304.98	MN-WAS	MN-Washington County Tax8.375%	\$	23.57	8.375%	\$	20.75	\$	2.82
UNIO23	United Rentals	239699497-0	10/14/2024	10/31/2024	2333 COTTAGE GROVE	\$	3,510.88	MN-WAS	MN-Washington County Tax8.375%	\$	271.31	8.375%	\$	238.92	\$	32.40
FER003	Ferguson Enterprises Inc #525	0526214-14	10/16/2024	10/31/2024	2333 COTTAGE GROVE	\$	8,572.84	MN-WAS	MN-Washington County Tax8.375%	\$	662.49	8.375%	\$	583.39	\$	79.10
TWIO25	Twin City Windustrial Supply	172118 01	10/16/2024	10/31/2024	2333 COTTAGE GROVE	\$	231.88	MN-WAS	MN-Washington County Tax8.375%	\$	17.92	8.375%	\$	15.78	\$	2.14
TWIO25	Twin City Windustrial Supply	172058 01	10/16/2024	10/31/2024	2333 COTTAGE GROVE	\$	665.64	MN-WAS	MN-Washington County Tax8.375%	\$	51.44	8.375%	\$	45.30	\$	6.14
TWIO25	Twin City Windustrial Supply	172058 01	10/16/2024	10/31/2024	2333 COTTAGE GROVE	\$	666.48	MN-WAS	MN-Washington County Tax8.375%	\$	51.50	8.375%	\$	45.35	\$	6.15
DIE002	Diesel Dugs Fuel Service	00002699477	10/17/2024	10/31/2024	2333 COTTAGE GROVE	\$	849.27	MN-WAS	MN-Washington County Tax8.375%	\$	65.63	8.375%	\$	57.79	\$	7.84
TWIO25	Twin City Windustrial Supply	172058 02	10/17/2024	10/31/2024	2333 COTTAGE GROVE	\$	497.28	MN-WAS	MN-Washington County Tax8.375%	\$	38.43	8.375%	\$	33.84	\$	4.59
FER003	Ferguson Enterprises Inc #525	0539078	10/18/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,880.31	MN-WAS	MN-Washington County Tax8.375%	\$	145.31	8.375%	\$	127.96	\$	17.35
DIE002	Diesel Dugs Fuel Service	80000810705	10/21/2024	10/31/2024	2333 COTTAGE GROVE	\$	751.09	MN-WAS	MN-Washington County Tax8.375%	\$	58.04	8.375%	\$	51.11	\$	6.93
VES001	Vesso, Inc.	095628	10/21/2024	10/31/2024	2333 COTTAGE GROVE	\$	12,586.68	MN-WAS	MN-Washington County Tax8.375%	\$	972.67	8.375%	\$	856.53	\$	116.14
HD5001	CORE & MAIN LP	V888850	10/23/2024	10/31/2024	2333 COTTAGE GROVE	\$	73.64	MN-WAS	MN-Washington County Tax8.375%	\$	5.69	8.375%	\$	5.01	\$	0.68
FER003	Ferguson Enterprises Inc #525	0539275	10/23/2024	10/31/2024	2333 COTTAGE GROVE	\$	4,249.58	MN-WAS	MN-Washington County Tax8.375%	\$	328.40	8.375%	\$	289.19	\$	39.21
MCM002	McMaster- Carr	35335196	10/23/2024	10/31/2024	2333 COTTAGE GROVE	\$	84.62	MN-WAS	MN-Washington County Tax8.375%	\$	6.54	8.375%	\$	5.76	\$	0.78
AVR001	AVR, LLC	306988	10/24/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,040.40	MN-WAS	MN-Washington County Tax8.375%	\$	80.40	8.375%	\$	70.80	\$	9.60
TWIO25	Twin City Windustrial Supply	172300 01	10/24/2024	10/31/2024	2333 COTTAGE GROVE	\$	144.55	MN-WAS	MN-Washington County Tax8.375%	\$	11.17	8.375%	\$	9.84	\$	1.33
TWIO25	Twin City Windustrial Supply	168804 01	10/24/2024	10/31/2024	2333 COTTAGE GROVE	\$	3,128.50	MN-WAS	MN-Washington County Tax8.375%	\$	241.76	8.375%	\$	212.90	\$	28.87
PAC006	Packer Fastener	IN207190	10/25/2024	10/31/2024	2333 COTTAGE GROVE	\$	300.69	MN-WAS	MN-Washington County Tax8.375%	\$	23.23	8.375%	\$	20.46	\$	2.77
WHI003	White Cap, LP	50028923083	10/25/2024	10/31/2024	2333 COTTAGE GROVE	\$	1,185.35	MN-WAS	MN-Washington County Tax8.375%	\$	91.60	8.375%	\$	80.66	\$	10.94
BIFO01	Biffs, Inc.	INV224096	10/30/2024	10/31/2024	2333 COTTAGE GROVE	\$	677.81	MN-WAS	MN-Washington County Tax8.375%	\$	52.38	8.375%	\$	46.13	\$	6.25
FER003	Ferguson Enterprises Inc #525	0536974	10/30/2024	5/31/2025	2333 COTTAGE GROVE	\$	4,406.13	MN-WAS	MN-Washington County Tax8.375%	\$	340.50	8.375%	\$	299.84	\$	40.66
GOO003	Goodin Company	2644670-00	10/30/2024	10/31/2024	2333 COTTAGE GROVE	\$	282.82	MN-WAS	MN-Washington County Tax8.375%	\$	21.86	8.375%	\$	19.25	\$	2.61
VES001	Vesso, Inc.	095711	10/30/2024	10/31/2024	2333 COTTAGE GROVE	\$	25,489.80	MN-WAS	MN-Washington County Tax8.375%	\$	1,969.80	8.375%	\$	1,734.60	\$	235.20
FER003	Ferguson Enterprises Inc #525	0539581	10/31/2024	11/30/2024	2333 COTTAGE GROVE	\$	15,723.38	MN-WAS	MN-Washington County Tax8.375%	\$	1,215.07	8.375%	\$	1,069.99	\$	145.09
MAR004	MarcStone, LLC	17552	10/31/2024	1/31/2025	2333 COTTAGE GROVE	\$	2,372.00	MN-WAS	MN-Washington County Tax8.375%	\$	183.30	8.375%	\$	161.42	\$	21.89
OKY001	Oxygen Services Co.	0003600197	10/31/2024	10/31/2024	2333 COTTAGE GROVE	\$	82.23	MN-WAS	MN-Washington County Tax8.375%	\$	6.35	8.375%	\$	5.60	\$	0.76
TWIO25	Twin City Windustrial Supply	172403 01	10/31/2024	10/31/2024	2333 COTTAGE GROVE	\$	543.73	MN-WAS	MN-Washington County Tax8.375%	\$	42.02	8.375%	\$	37.00	\$	5.02
AVR001	AVR, LLC	307516	11/1/2024	11/30/2024	2333 COTTAGE GROVE	\$	2,583.66	MN-W								

HIL003	Hilti, Inc. - Pittsburg	4623713214	11/25/2024	11/30/2024	2333 COTTAGE GROVE	\$	147.39	MN-WAS	MN-Washington County Tax8.375%	\$	11.39	8.375%	\$	10.03	\$	1.36
AMC001	Amcon Concrete Products LLC	7650315	11/26/2024	12/31/2024	2333 COTTAGE GROVE	\$	2,867.28	MN-WAS	MN-Washington County Tax8.375%	\$	221.58	8.375%	\$	195.12	\$	26.46
BIF001	Biffs, Inc.	INV227155	11/27/2024	11/30/2024	2333 COTTAGE GROVE	\$	644.84	MN-WAS	MN-Washington County Tax8.375%	\$	49.83	8.375%	\$	43.88	\$	5.95
GOO003	Goodin Company	2647062-02	11/27/2024	11/30/2024	2333 COTTAGE GROVE	\$	1,170.70	MN-WAS	MN-Washington County Tax8.375%	\$	90.47	8.375%	\$	79.67	\$	10.80
OXY001	Oxygen Services Co.	0003602902	11/30/2024	11/30/2024	2333 COTTAGE GROVE	\$	79.58	MN-WAS	MN-Washington County Tax8.375%	\$	6.15	8.375%	\$	5.42	\$	0.73
TOM005	Tom Kraemer, INC	680544	12/1/2024	12/31/2024	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
GOO003	Goodin Company	2648850-00	12/2/2024	12/31/2024	2333 COTTAGE GROVE	\$	424.98	MN-WAS	MN-Washington County Tax8.375%	\$	32.84	8.375%	\$	28.92	\$	3.92
AMC001	Amcon Concrete Products LLC	7654370	12/4/2024	12/31/2024	2333 COTTAGE GROVE	\$	2,328.87	MN-WAS	MN-Washington County Tax8.375%	\$	179.97	8.375%	\$	158.48	\$	21.49
AVR001	AVR, LLC	309083	12/5/2024	12/31/2024	2333 COTTAGE GROVE	\$	682.75	MN-WAS	MN-Washington County Tax8.375%	\$	52.76	8.375%	\$	46.46	\$	6.30
TWIO25	Twin City Windustrial Supply	173122 01	12/5/2024	12/31/2024	2333 COTTAGE GROVE	\$	101.31	MN-WAS	MN-Washington County Tax8.375%	\$	7.83	8.375%	\$	6.89	\$	0.93
AVR001	AVR, LLC	309119	12/6/2024	12/31/2024	2333 COTTAGE GROVE	\$	682.75	MN-WAS	MN-Washington County Tax8.375%	\$	52.76	8.375%	\$	46.46	\$	6.30
DIE002	Diesel Dogs Fuel Service	00002737541	12/9/2024	12/31/2024	2333 COTTAGE GROVE	\$	634.25	MN-WAS	MN-Washington County Tax8.375%	\$	49.01	8.375%	\$	43.16	\$	5.85
UNIO23	United Rentals	239699497-0	12/9/2024	12/31/2024	2333 COTTAGE GROVE	\$	3,153.78	MN-WAS	MN-Washington County Tax8.375%	\$	243.72	8.375%	\$	214.62	\$	29.10
FAS001	Fastenal Company	MNT1112895	12/10/2024	12/31/2024	2333 COTTAGE GROVE	\$	269.29	MN-WAS	MN-Washington County Tax8.375%	\$	20.81	8.375%	\$	18.33	\$	2.48
FER003	Ferguson Enterprises Inc #525	0541121	12/10/2024	12/31/2024	2333 COTTAGE GROVE	\$	571.35	MN-WAS	MN-Washington County Tax8.375%	\$	44.15	8.375%	\$	38.88	\$	5.27
DIE002	Diesel Dogs Fuel Service	00002742189	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	959.67	MN-WAS	MN-Washington County Tax8.375%	\$	74.16	8.375%	\$	65.31	\$	8.85
FER003	Ferguson Enterprises Inc #525	0541121-1	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	472.43	MN-WAS	MN-Washington County Tax8.375%	\$	36.51	8.375%	\$	32.15	\$	4.36
FER003	Ferguson Enterprises Inc #525	0541087	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	8,971.65	MN-WAS	MN-Washington County Tax8.375%	\$	693.31	8.375%	\$	610.53	\$	82.78
MID013	Midway Iron & Metal	595738	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	512.34	MN-WAS	MN-Washington County Tax8.375%	\$	39.78	8.375%	\$	34.85	\$	4.92
OXY001	Oxygen Services Co.	0008791024	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	181.93	MN-WAS	MN-Washington County Tax8.375%	\$	13.87	8.375%	\$	12.39	\$	1.47
TWIO25	Twin City Windustrial Supply	173291 01	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	45.76	MN-WAS	MN-Washington County Tax8.375%	\$	3.54	8.375%	\$	3.11	\$	0.42
XCE001	Xcel Energy	906696381	12/12/2024	12/31/2024	2333 COTTAGE GROVE	\$	4,636.21	MN-WAS	MN-Washington County Tax8.375%	\$	358.28	8.375%	\$	315.50	\$	42.78
FER003	Ferguson Enterprises Inc #525	0541298	12/13/2024	12/31/2024	2333 COTTAGE GROVE	\$	195.43	MN-WAS	MN-Washington County Tax8.375%	\$	15.10	8.375%	\$	13.30	\$	1.80
FER003	Ferguson Enterprises Inc #525	01541254	12/13/2024	12/31/2024	2333 COTTAGE GROVE	\$	1,969.00	MN-WAS	MN-Washington County Tax8.375%	\$	152.16	8.375%	\$	133.99	\$	18.17
FER003	Ferguson Enterprises Inc #525	0540179	12/13/2024	12/31/2024	2333 COTTAGE GROVE	\$	13,171.81	MN-WAS	MN-Washington County Tax8.375%	\$	1,017.89	8.375%	\$	896.35	\$	121.54
GOO003	Goodin Company	2650658-00	12/13/2024	12/31/2024	2333 COTTAGE GROVE	\$	323.71	MN-WAS	MN-Washington County Tax8.375%	\$	25.02	8.375%	\$	22.03	\$	2.99
UNIO23	United Rentals	240921366-0	12/14/2024	12/31/2024	2333 COTTAGE GROVE	\$	5,464.79	MN-WAS	MN-Washington County Tax8.375%	\$	422.31	8.375%	\$	371.88	\$	50.42
BIL002	Bilco Company	208094	12/17/2024	1/31/2025	2333 COTTAGE GROVE	\$	3,868.71	MN-WAS	MN-Washington County Tax8.375%	\$	298.97	8.375%	\$	263.27	\$	35.70
FER003	Ferguson Enterprises Inc #525	0540179-1	12/17/2024	12/31/2024	2333 COTTAGE GROVE	\$	10,982.89	MN-WAS	MN-Washington County Tax8.375%	\$	848.74	8.375%	\$	747.39	\$	101.34
MET008	Metro Brick, Inc.	28448	12/17/2024	1/31/2025	2333 COTTAGE GROVE	\$	40,049.66	MN-WAS	MN-Washington County Tax8.375%	\$	3,094.96	8.375%	\$	2,725.41	\$	369.55
AVR001	AVR, LLC	309438	12/18/2024	12/31/2024	2333 COTTAGE GROVE	\$	1,471.73	MN-WAS	MN-Washington County Tax8.375%	\$	113.73	8.375%	\$	100.15	\$	13.58
FER003	Ferguson Enterprises Inc #525	0539508	12/18/2024	12/31/2024	2333 COTTAGE GROVE	\$	9,994.91	MN-WAS	MN-Washington County Tax8.375%	\$	772.39	8.375%	\$	680.16	\$	92.22
MET008	Metro Brick, Inc.	28451	12/18/2024	1/31/2025	2333 COTTAGE GROVE	\$	7,596.22	MN-WAS	MN-Washington County Tax8.375%	\$	587.02	8.375%	\$	516.93	\$	70.09
FER003	Ferguson Enterprises Inc #525	0541227	12/19/2024	12/31/2024	2333 COTTAGE GROVE	\$	321.41	MN-WAS	MN-Washington County Tax8.375%	\$	24.84	8.375%	\$	21.87	\$	2.97
AVR001	AVR, LLC	309517	12/20/2024	12/31/2024	2333 COTTAGE GROVE	\$	797.63	MN-WAS	MN-Washington County Tax8.375%	\$	61.64	8.375%	\$	54.28	\$	7.36
FER003	Ferguson Enterprises Inc #525	0541440	12/20/2024	12/31/2024	2333 COTTAGE GROVE	\$	8,971.65	MN-WAS	MN-Washington County Tax8.375%	\$	693.31	8.375%	\$	610.53	\$	82.78
DIE002	Diesel Dogs Fuel Service	00002752444	12/21/2024	12/31/2024	2333 COTTAGE GROVE	\$	1,055.39	MN-WAS	MN-Washington County Tax8.375%	\$	81.56	8.375%	\$	71.82	\$	9.74
BDS001	BDS Contract Door & Hardware	2333-1	12/23/2024	1/31/2025	2333 COTTAGE GROVE	\$	98,684.11	MN-WAS	MN-Washington County Tax8.375%	\$	7,626.11	8.375%	\$	6,715.53	\$	910.58
FER003	Ferguson Enterprises Inc #525	0541462	12/26/2024	12/31/2024	2333 COTTAGE GROVE	\$	271.76	MN-WAS	MN-Washington County Tax8.375%	\$	21.00	8.375%	\$	18.49	\$	2.51
FER003	Ferguson Enterprises Inc #525	1216691	12/27/2024	12/31/2024	2333 COTTAGE GROVE	\$	1,582.97	MN-WAS	MN-Washington County Tax8.375%	\$	122.33	8.375%	\$	107.72	\$	14.61
OXY001	Oxygen Services Co.	0003605621	12/31/2024	12/31/2024	2333 COTTAGE GROVE	\$	83.56	MN-WAS	MN-Washington County Tax8.375%	\$	6.46	8.375%	\$	5.69	\$	0.77
TOM005	Tom Kraemer, INC	684108	1/1/2025	1/31/2025	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
FER003	Ferguson Enterprises Inc #525	0541689	1/2/2025	1/31/2025	2333 COTTAGE GROVE	\$	409.66	MN-WAS	MN-Washington County Tax8.375%	\$	31.66	8.375%	\$	27.88	\$	3.78
HIL003	Hilti, Inc. - Pittsburg	4623865884	1/2/2025	1/31/2025	2333 COTTAGE GROVE	\$	53.75	MN-WAS	MN-Washington County Tax8.375%	\$	4.15	8.375%	\$	3.66	\$	0.50
GOO003	Goodin Company	2615263-00	1/3/2025	2/28/2025	2333 COTTAGE GROVE	\$	34.10	MN-WAS	MN-Washington County Tax8.375%	\$	2.63	8.375%	\$	2.32	\$	0.31
GOO003	Goodin Company	2615270-01	1/3/2025	1/31/2025	2333 COTTAGE GROVE	\$	124.03	MN-WAS	MN-Washington County Tax8.375%	\$	9.58	8.375%	\$	8.44	\$	1.14
GOO003	Goodin Company	2615263-00	1/3/2025	2/28/2025	2333 COTTAGE GROVE	\$	935.28	MN-WAS	MN-Washington County Tax8.375%	\$	72.28	8.375%	\$	63.65	\$	8.63
UNIO23	United Rentals	239699497-0	1/6/2025	1/31/2025	2333 COTTAGE GROVE	\$	3,153.78	MN-WAS	MN-Washington County Tax8.375%	\$	243.72	8.375%	\$	214.62	\$	29.10
AVR001	AVR, LLC	309816	1/7/2025	1/31/2025	2333 COTTAGE GROVE	\$	882.18	MN-WAS	MN-Washington County Tax8.375%	\$	68.17	8.375%	\$	60.03	\$	8.14
TNT002	TNT Metals Inc	1132	1/7/2025	1/31/2025	2333 COTTAGE GROVE	\$	8,778.38	MN-WAS	MN-Washington County Tax8.375%	\$	678.38	8.375%	\$	597.38	\$	81.00
FER003	Ferguson Enterprises Inc #525	0541298-1	1/8/2025	1/31/2025	2333 COTTAGE GROVE	\$	1,729.67	MN-WAS	MN-Washington County Tax8.375%	\$	133.67	8.375%	\$	117.71	\$	15.96
DIE002	Diesel Dogs Fuel Service	00002766224	1/9/2025	1/31/2025	2333 COTTAGE GROVE	\$	1,321.97	MN-WAS	MN-Washington County Tax8.375%	\$	102.16	8.375%	\$	89.96	\$	12.20
FER003	Ferguson Enterprises Inc #525	0541840	1/9/2025	1/31/2025	2333 COTTAGE GROVE	\$	918.53	MN-WAS	MN-Washington County Tax8.375%	\$	70.98	8.375%	\$	62.51	\$	8.47
FER003	Ferguson Enterprises Inc #525	0541209	1/9/2025	1/31/2025	2333 COTTAGE GROVE	\$	1,446.96	MN-WAS	MN-Washington County Tax8.375%	\$	111.82	8.375%	\$	98.47	\$	13.35
FER003	Ferguson Enterprises Inc #525	0541445	1/9/2025	1/31/2025	2333 COTTAGE GROVE	\$	1,517.25	MN-WAS	MN-Washington County Tax8.375%	\$	117.25	8.375%	\$	103.25	\$	14.00
GOO003	Goodin Company	2615270-00	1/9/2025	1/31/2025	2333 COTTAGE GROVE	\$	41,167.42	MN-WAS	MN-Washington County Tax8.375%	\$	3,181.33	8.375%	\$	2,801.47	\$	379.86
FER003	Ferguson Enterprises Inc #525	0541661	1/10/2025	1/31/2025	2333 COTTAGE GROVE	\$	4,274.04	MN-WAS	MN-Washington County Tax8.375%	\$	330.29	8.375%	\$	290.85	\$	39.44
HIL003	Hilti, Inc. - Pittsburg	4623890738	1/10/2025	1/31/2025	2333 COTTAGE GROVE	\$	265.22	MN-WAS	MN-Washington County Tax8.375%	\$	20.50	8.375%	\$	18.05	\$	2.45
WHIO03	White Cap, LP	50029786390	1/13/2025	1/31/2025	2333 COTTAGE GROVE	\$	385.89	MN-WAS	MN-Washington County Tax8.375%	\$	29.41	8.375%	\$	26.29	\$	3.12
PAC006	Packer Fastener	IN238182	1/14/2025	1/31/2025	2333 COTTAGE GROVE	\$	848.94	MN-WAS	MN-Washington County Tax8.375%	\$	65.60	8.375%	\$	57.77	\$	7.83
UNIO23	United Rentals	240921366-0	1/14/2025	1/31/2025	2333 COTTAGE GROVE	\$	1,996.40	MN-WAS	MN-Washington County Tax8.375%	\$	154.28	8.375%	\$	135.86	\$	18.42
VES001	Vesco, Inc.	096398	1/14/2025	1/31/2025	2333 COTTAGE GROVE	\$	141,702.61	MN-WAS	MN-Washington County Tax8.375%	\$	10,950.49	8.375%	\$	9,642.97	\$	1,307.52
ADV002	Advance Specialties Company	0550801-IN	1/15/2025	1/31/2025	2333 COTTAGE GROVE	\$	769.13	MN-WAS	MN-Washington County Tax8.375%	\$	58.63	8.375%	\$	52.40	\$	6.23
AVR001	AVR, LLC	309968	1/15/2025	1/31/2025	2333 COTTAGE GROVE	\$	756.45	MN-WAS	MN-Washington County Tax8.375%	\$	58.46	8.375%	\$	51.48	\$	6.98
PLA001	Plant & Flanged Equipment	0087637-IN	1/15/2025	1/31/2025	2333 COTTAGE GROVE	\$	3,641.40	MN-WAS	MN-Washington County Tax8.375%	\$	281.40	8.375%	\$	247.80	\$	33.60
UNIO23	United Rentals	240921366-0	1/15/2025	1/31/2025	2333 COTTAGE GROVE	\$	2,742.12	MN-WAS	MN-Washington County Tax8.375%	\$	211.90	8.375%	\$	186.60	\$	25.30
XCE001	Xcel Energy	911050459	1/15/2025	1/31/2025	2333 COTTAGE GROVE	\$	8,778.26	MN-WAS	MN-Washington County Tax8.375%	\$	678.37	8.375%	\$	597.37	\$	81.00
PRO031	ProLine Distributing	3007858	1/16/2025	1/31/2025	2333 COTTAGE GROVE	\$	18.48	MN-WAS	MN-Washington County Tax8.375%	\$	1.43	8.375%	\$	1.26	\$	0.18
B&F001	B&F Industrial	14179947-00	1/17/2025	1/31/2025	2333 COTTAGE GROVE	\$	560.37	MN-WAS	MN-Washington County Tax8.375%	\$	43.30	8.375%	\$	38.13	\$	5.17
FER003	Ferguson Enterprises Inc #525	0541664	1/17/2025	1/31/2025	2333 COTTAGE GROVE	\$	278.70	MN-WAS	MN-Washington County Tax8.375%	\$	21.54	8.375%	\$	18.97	\$	2.57
FER003	Ferguson Enterprises Inc #525	0541663	1/17/2025	1/31/2025	2333 COTTAGE GROVE	\$										

AVR001	AVR, LLC	310380	2/5/2025	2/28/2025	2333 COTTAGE GROVE	\$	3,491.84	MN-WAS	MN-Washington County Tax8.375%	\$	269.84	8.375%	\$	237.62	\$	32.22
MCN003	McNeilus Steel	01194401	2/5/2025	2/28/2025	2333 COTTAGE GROVE	\$	1,397.28	MN-WAS	MN-Washington County Tax8.375%	\$	107.98	8.375%	\$	95.09	\$	12.89
MCN003	McNeilus Steel	01194405	2/5/2025	2/28/2025	2333 COTTAGE GROVE	\$	2,413.31	MN-WAS	MN-Washington County Tax8.375%	\$	186.50	8.375%	\$	164.23	\$	22.27
UNIO23	United Rentals	243734032-0	2/5/2025	2/28/2025	2333 COTTAGE GROVE	\$	1,588.78	MN-WAS	MN-Washington County Tax8.375%	\$	122.78	8.375%	\$	108.12	\$	14.66
AVR001	AVR, LLC	310421	2/6/2025	2/28/2025	2333 COTTAGE GROVE	\$	3,491.84	MN-WAS	MN-Washington County Tax8.375%	\$	269.84	8.375%	\$	237.62	\$	32.22
GOO003	Goodin Company	2658265-00	2/6/2025	2/28/2025	2333 COTTAGE GROVE	\$	2,116.09	MN-WAS	MN-Washington County Tax8.375%	\$	163.53	8.375%	\$	144.00	\$	19.53
OXY001	Oxygen Services Co.	0008806213	2/6/2025	2/28/2025	2333 COTTAGE GROVE	\$	120.74	MN-WAS	MN-Washington County Tax8.375%	\$	9.20	8.375%	\$	8.23	\$	0.98
AVR001	AVR, LLC	310450	2/7/2025	2/28/2025	2333 COTTAGE GROVE	\$	3,491.84	MN-WAS	MN-Washington County Tax8.375%	\$	269.84	8.375%	\$	237.62	\$	32.22
FER003	Ferguson Enterprises Inc #525	0542457	2/7/2025	5/31/2025	2333 COTTAGE GROVE	\$	1,264.08	MN-WAS	MN-Washington County Tax8.375%	\$	97.69	8.375%	\$	86.02	\$	11.66
FER003	Ferguson Enterprises Inc #525	0542458	2/7/2025	5/31/2025	2333 COTTAGE GROVE	\$	3,392.87	MN-WAS	MN-Washington County Tax8.375%	\$	262.19	8.375%	\$	230.89	\$	31.31
UNIO23	United Rentals	240921366-0	2/8/2025	2/28/2025	2333 COTTAGE GROVE	\$	2,742.12	MN-WAS	MN-Washington County Tax8.375%	\$	211.90	8.375%	\$	186.60	\$	25.30
GOO003	Goodin Company	2658265-02	2/10/2025	2/28/2025	2333 COTTAGE GROVE	\$	44.36	MN-WAS	MN-Washington County Tax8.375%	\$	3.43	8.375%	\$	3.02	\$	0.41
GOO003	Goodin Company	2659365-00	2/13/2025	2/28/2025	2333 COTTAGE GROVE	\$	639.44	MN-WAS	MN-Washington County Tax8.375%	\$	49.41	8.375%	\$	43.51	\$	5.90
VESS01	Vesso, Inc.	096708	2/14/2025	2/28/2025	2333 COTTAGE GROVE	\$	49,121.25	MN-WAS	MN-Washington County Tax8.375%	\$	3,795.99	8.375%	\$	3,342.74	\$	453.25
XCE001	Xcel Energy	915217819	2/14/2025	2/28/2025	2333 COTTAGE GROVE	\$	9,934.94	MN-WAS	MN-Washington County Tax8.375%	\$	767.75	8.375%	\$	676.08	\$	91.67
FA001	Fastenal Company	MNBAX27223	2/17/2025	2/28/2025	2333 COTTAGE GROVE	\$	663.79	MN-WAS	MN-Washington County Tax8.375%	\$	51.30	8.375%	\$	45.17	\$	6.12
FER003	Ferguson Enterprises Inc #525	0542377	2/17/2025	5/31/2025	2333 COTTAGE GROVE	\$	1,677.10	MN-WAS	MN-Washington County Tax8.375%	\$	129.60	8.375%	\$	114.13	\$	15.48
GOO003	Goodin Company	2658265-03	2/17/2025	2/28/2025	2333 COTTAGE GROVE	\$	722.85	MN-WAS	MN-Washington County Tax8.375%	\$	55.86	8.375%	\$	49.19	\$	6.67
HILO03	Hilti, Inc. - Pittsburg	4624049846	2/17/2025	2/28/2025	2333 COTTAGE GROVE	\$	549.32	MN-WAS	MN-Washington County Tax8.375%	\$	42.45	8.375%	\$	37.38	\$	5.07
BI001	Biffs, Inc.	INV236524	2/19/2025	2/28/2025	2333 COTTAGE GROVE	\$	644.84	MN-WAS	MN-Washington County Tax8.375%	\$	49.83	8.375%	\$	43.88	\$	5.95
WWG003	W W Goetsch Associates	114134	2/19/2025	3/31/2025	2333 COTTAGE GROVE	\$	2,653.02	MN-WAS	MN-Washington County Tax8.375%	\$	205.02	8.375%	\$	180.54	\$	24.48
FER003	Ferguson Enterprises Inc #525	0543086	2/21/2025	5/31/2025	2333 COTTAGE GROVE	\$	3,715.07	MN-WAS	MN-Washington County Tax8.375%	\$	287.09	8.375%	\$	252.81	\$	34.28
OXY001	Oxygen Services Co.	0008810524	2/21/2025	2/28/2025	2333 COTTAGE GROVE	\$	251.84	MN-WAS	MN-Washington County Tax8.375%	\$	19.20	8.375%	\$	17.16	\$	2.04
ADV002	Advance Specialties Company	0551220-IN	2/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	69.80	MN-WAS	MN-Washington County Tax8.375%	\$	5.32	8.375%	\$	4.76	\$	0.56
ADV002	Advance Specialties Company	0551246-IN	2/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	84.28	MN-WAS	MN-Washington County Tax8.375%	\$	6.51	8.375%	\$	5.74	\$	0.78
ADV002	Advance Specialties Company	0551245-IN	2/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	410.28	MN-WAS	MN-Washington County Tax8.375%	\$	31.71	8.375%	\$	27.92	\$	3.79
ADV002	Advance Specialties Company	0551244-IN	2/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	618.04	MN-WAS	MN-Washington County Tax8.375%	\$	47.76	8.375%	\$	42.06	\$	5.70
PLA001	Plant & Flanged Equipment	0087869-IN	2/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	207.65	MN-WAS	MN-Washington County Tax8.375%	\$	16.05	8.375%	\$	14.13	\$	1.92
FER003	Ferguson Enterprises Inc #525	0543218	2/27/2025	5/31/2025	2333 COTTAGE GROVE	\$	1,413.21	MN-WAS	MN-Washington County Tax8.375%	\$	109.21	8.375%	\$	96.17	\$	13.04
HILO03	Hilti, Inc. - Pittsburg	4624092354	2/27/2025	2/28/2025	2333 COTTAGE GROVE	\$	995.74	MN-WAS	MN-Washington County Tax8.375%	\$	76.95	8.375%	\$	67.76	\$	9.19
VESS01	Vesso, Inc.	096810	2/27/2025	3/31/2025	2333 COTTAGE GROVE	\$	63,905.65	MN-WAS	MN-Washington County Tax8.375%	\$	4,938.50	8.375%	\$	4,348.83	\$	589.67
OXY001	Oxygen Services Co.	0003611085	2/28/2025	2/28/2025	2333 COTTAGE GROVE	\$	81.52	MN-WAS	MN-Washington County Tax8.375%	\$	6.30	8.375%	\$	5.55	\$	0.75
TOM005	Tom Kraemer, INC	690449	3/1/2025	3/31/2025	2333 COTTAGE GROVE	\$	774.88	MN-WAS	MN-Washington County Tax8.375%	\$	59.88	8.375%	\$	52.73	\$	7.15
FER003	Ferguson Enterprises Inc #525	1400325	3/3/2025	3/31/2025	2333 COTTAGE GROVE	\$	2,575.08	MN-WAS	MN-Washington County Tax8.375%	\$	200.85	8.375%	\$	175.10	\$	25.75
HILO03	Hilti, Inc. - Pittsburg	4624118455	3/3/2025	3/31/2025	2333 COTTAGE GROVE	\$	382.35	MN-WAS	MN-Washington County Tax8.375%	\$	29.55	8.375%	\$	26.02	\$	3.53
UNIO23	United Rentals	239699497-0	3/3/2025	3/31/2025	2333 COTTAGE GROVE	\$	3,153.78	MN-WAS	MN-Washington County Tax8.375%	\$	243.72	8.375%	\$	214.62	\$	29.10
FER003	Ferguson Enterprises Inc #525	1414242	3/4/2025	3/31/2025	2333 COTTAGE GROVE	\$	509.90	MN-WAS	MN-Washington County Tax8.375%	\$	39.40	8.375%	\$	34.70	\$	4.70
WHIO03	White Cap, LP	50030400018	3/4/2025	3/31/2025	2333 COTTAGE GROVE	\$	631.67	MN-WAS	MN-Washington County Tax8.375%	\$	48.81	8.375%	\$	42.99	\$	5.83
UNIO23	United Rentals	243734032-0	3/5/2025	3/31/2025	2333 COTTAGE GROVE	\$	975.38	MN-WAS	MN-Washington County Tax8.375%	\$	75.38	8.375%	\$	66.38	\$	9.00
FER003	Ferguson Enterprises Inc #525	1400325-1	3/6/2025	3/31/2025	2333 COTTAGE GROVE	\$	7.60	MN-WAS	MN-Washington County Tax8.375%	\$	0.59	8.375%	\$	0.52	\$	0.07
FER003	Ferguson Enterprises Inc #525	1414242-1	3/6/2025	3/31/2025	2333 COTTAGE GROVE	\$	741.01	MN-WAS	MN-Washington County Tax8.375%	\$	57.26	8.375%	\$	50.43	\$	6.83
OXY001	Oxygen Services Co.	0008814581	3/7/2025	3/31/2025	2333 COTTAGE GROVE	\$	262.69	MN-WAS	MN-Washington County Tax8.375%	\$	20.02	8.375%	\$	17.90	\$	2.14
TWIO25	Twin City Windustrial Supply	174671 01	3/7/2025	3/31/2025	2333 COTTAGE GROVE	\$	1,944.20	MN-WAS	MN-Washington County Tax8.375%	\$	150.24	8.375%	\$	132.30	\$	17.94
UNIO23	United Rentals	240921366-0	3/8/2025	3/31/2025	2333 COTTAGE GROVE	\$	1,116.48	MN-WAS	MN-Washington County Tax8.375%	\$	86.28	8.375%	\$	75.98	\$	10.30
FA001	Fastenal Company	MNBAX27255	3/10/2025	3/31/2025	2333 COTTAGE GROVE	\$	57.44	MN-WAS	MN-Washington County Tax8.375%	\$	4.44	8.375%	\$	3.91	\$	0.53
FA001	Fastenal Company	MNBAX27255	3/10/2025	3/31/2025	2333 COTTAGE GROVE	\$	163.61	MN-WAS	MN-Washington County Tax8.375%	\$	12.64	8.375%	\$	11.13	\$	1.51
FER003	Ferguson Enterprises Inc #525	0543420	3/10/2025	3/31/2025	2333 COTTAGE GROVE	\$	587.57	MN-WAS	MN-Washington County Tax8.375%	\$	45.41	8.375%	\$	39.98	\$	5.42
FER003	Ferguson Enterprises Inc #525	0543563	3/10/2025	3/31/2025	2333 COTTAGE GROVE	\$	4,026.11	MN-WAS	MN-Washington County Tax8.375%	\$	311.13	8.375%	\$	273.98	\$	37.15
TWIO25	Twin City Windustrial Supply	174671 02	3/10/2025	3/31/2025	2333 COTTAGE GROVE	\$	260.06	MN-WAS	MN-Washington County Tax8.375%	\$	20.10	8.375%	\$	17.70	\$	2.40
MIDIO19	Mid-County Fabricating, Inc.	48158	3/12/2025	3/31/2025	2333 COTTAGE GROVE	\$	980.00	MN-WAS	MN-Washington County Tax8.375%	\$	75.73	8.375%	\$	66.69	\$	9.04
AVR001	AVR, LLC	311067	3/13/2025	3/31/2025	2333 COTTAGE GROVE	\$	578.71	MN-WAS	MN-Washington County Tax8.375%	\$	44.72	8.375%	\$	39.38	\$	5.34
PLA001	Plant & Flanged Equipment	0087954-IN	3/13/2025	3/31/2025	2333 COTTAGE GROVE	\$	16.89	MN-WAS	MN-Washington County Tax8.375%	\$	1.30	8.375%	\$	1.15	\$	0.16
PLA001	Plant & Flanged Equipment	0087954-IN	3/13/2025	3/31/2025	2333 COTTAGE GROVE	\$	177.74	MN-WAS	MN-Washington County Tax8.375%	\$	13.74	8.375%	\$	12.10	\$	1.64
AVR001	AVR, LLC	311103	3/14/2025	3/31/2025	2333 COTTAGE GROVE	\$	756.45	MN-WAS	MN-Washington County Tax8.375%	\$	58.46	8.375%	\$	51.48	\$	6.98
XCE001	Xcel Energy	918959195	3/14/2025	3/31/2025	2333 COTTAGE GROVE	\$	7,889.53	MN-WAS	MN-Washington County Tax8.375%	\$	609.69	8.375%	\$	536.89	\$	72.80
TWIO25	Twin City Windustrial Supply	174889 01	3/17/2025	3/31/2025	2333 COTTAGE GROVE	\$	243.85	MN-WAS	MN-Washington County Tax8.375%	\$	18.84	8.375%	\$	16.59	\$	2.25
FER003	Ferguson Enterprises Inc #525	0543732	3/18/2025	5/31/2025	2333 COTTAGE GROVE	\$	421.75	MN-WAS	MN-Washington County Tax8.375%	\$	32.59	8.375%	\$	28.70	\$	3.89
FER003	Ferguson Enterprises Inc #525	0543418	3/18/2025	5/31/2025	2333 COTTAGE GROVE	\$	532.45	MN-WAS	MN-Washington County Tax8.375%	\$	41.15	8.375%	\$	36.23	\$	4.91
TWIO25	Twin City Windustrial Supply	174875 01	3/18/2025	3/31/2025	2333 COTTAGE GROVE	\$	674.14	MN-WAS	MN-Washington County Tax8.375%	\$	52.10	8.375%	\$	45.88	\$	6.22
TWIO25	Twin City Windustrial Supply	174971 01	3/20/2025	3/31/2025	2333 COTTAGE GROVE	\$	3,110.20	MN-WAS	MN-Washington County Tax8.375%	\$	240.35	8.375%	\$	211.65	\$	28.70
WHIO03	White Cap, LP	50030621635	3/20/2025	3/31/2025	2333 COTTAGE GROVE	\$	273.60	MN-WAS	MN-Washington County Tax8.375%	\$	20.85	8.375%	\$	18.64	\$	2.21
HAW001	Hawkins, Inc.	7016642	3/21/2025	3/31/2025	2333 COTTAGE GROVE	\$	1,160.55	MN-WAS	MN-Washington County Tax8.375%	\$	90.03	8.375%	\$	78.95	\$	11.08
TWIO25	Twin City Windustrial Supply	174971 02	3/21/2025	3/31/2025	2333 COTTAGE GROVE	\$	133.93	MN-WAS	MN-Washington County Tax8.375%	\$	10.35	8.375%	\$	9.11	\$	1.24
VESS01	Vesso, Inc.	097074	3/24/2025	3/31/2025	2333 COTTAGE GROVE	\$	47,281.75	MN-WAS	MN-Washington County Tax8.375%	\$	3,653.84	8.375%	\$	3,217.56	\$	436.28
GOO003	Goodin Company	2664605-01	3/25/2025	3/31/2025	2333 COTTAGE GROVE	\$	1,449.94	MN-WAS	MN-Washington County Tax8.375%	\$	112.05	8.375%	\$	98.67	\$	13.38
GOO003	Goodin Company	2664605-00	3/25/2025	3/31/2025	2333 COTTAGE GROVE	\$	5,747.06	MN-WAS	MN-Washington County Tax8.375%	\$	444.12	8.375%	\$	391.09	\$	53.03
HILO03	Hilti, Inc. - Pittsburg	4624208296	3/25/2025	3/31/2025	2333 COTTAGE GROVE	\$	382.35	MN-WAS	MN-Washington County Tax8.375%	\$	29.55	8.375%	\$	26.02	\$	3.53
TWIO25	Twin City Windustrial Supply	175071 01	3/25/2025	3/31/2025	2333 COTTAGE GROVE	\$	3,952.22	MN-WAS	MN-Washington County Tax8.375%	\$	305.69	8.375%	\$	268.93	\$	36.76
GOO003	Goodin Company	2664605-02	3/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	22.93	MN-WAS	MN-Washington County Tax8.375%	\$	1.77	8.375%	\$	1.56	\$	0.21
GOO003	Goodin Company	2664605-02	3/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	402.25	MN-WAS	MN-Washington County Tax8.375%	\$	31.08	8.375%	\$	27.37	\$	3.71
OXY001	Oxygen Services Co.	0008820066	3/26/2025	3/31/2025	2333 COTTAGE GROVE	\$	77.29	MN-WAS	MN-Washington County Tax8.375%	\$	5.89	8.375%	\$	5.27	\$	0.63
HILO03	Hilti, Inc. - Pittsburg															

GOO003	Goodin Company	2669888-00	4/30/2025	4/30/2025	2333 COTTAGE GROVE	\$	224.94	MN-WAS	MN-Washington County Tax8.375%	\$	17.38	8.375%	\$	15.31	\$	2.07
OXY001	Oxygen Services Co.	0003616531	4/30/2025	4/30/2025	2333 COTTAGE GROVE	\$	97.57	MN-WAS	MN-Washington County Tax8.375%	\$	7.54	8.375%	\$	6.64	\$	0.90
WHI003	White Cap, LP	50031210352	4/30/2025	4/30/2025	2333 COTTAGE GROVE	\$	103.83	MN-WAS	MN-Washington County Tax8.375%	\$	8.02	8.375%	\$	7.07	\$	0.96
GOO003	Goodin Company	2669928-00	5/1/2025	5/31/2025	2333 COTTAGE GROVE	\$	11.38	MN-WAS	MN-Washington County Tax8.375%	\$	0.88	8.375%	\$	0.77	\$	0.10
GOO003	Goodin Company	2669969-00	5/1/2025	5/31/2025	2333 COTTAGE GROVE	\$	53.59	MN-WAS	MN-Washington County Tax8.375%	\$	4.14	8.375%	\$	3.65	\$	0.49
VE5001	Vessco, Inc.	097507	5/1/2025	9/30/2025	2333 COTTAGE GROVE	\$	599,346.42	MN-WAS	MN-Washington County Tax8.375%	\$	46,316.28	8.375%	\$	40,785.97	\$	5,530.30
GOO003	Goodin Company	2670253-00	5/2/2025	5/31/2025	2333 COTTAGE GROVE	\$	300.35	MN-WAS	MN-Washington County Tax8.375%	\$	23.21	8.375%	\$	20.44	\$	2.77
GOO003	Goodin Company	2670449-00	5/5/2025	5/31/2025	2333 COTTAGE GROVE	\$	157.88	MN-WAS	MN-Washington County Tax8.375%	\$	12.20	8.375%	\$	10.74	\$	1.46
GOO003	Goodin Company	2670710-00	5/6/2025	5/31/2025	2333 COTTAGE GROVE	\$	14.28	MN-WAS	MN-Washington County Tax8.375%	\$	1.10	8.375%	\$	0.97	\$	0.13
GOO003	Goodin Company	2670710-01	5/7/2025	5/31/2025	2333 COTTAGE GROVE	\$	22.99	MN-WAS	MN-Washington County Tax8.375%	\$	1.78	8.375%	\$	1.56	\$	0.21
GRA008	Grainger	9498724773	5/7/2025	5/31/2025	2333 COTTAGE GROVE	\$	41.08	MN-WAS	MN-Washington County Tax8.375%	\$	3.17	8.375%	\$	2.80	\$	0.38
FER003	Ferguson Enterprises Inc #525	0546494	5/8/2025	5/31/2025	2333 COTTAGE GROVE	\$	56.91	MN-WAS	MN-Washington County Tax8.375%	\$	4.40	8.375%	\$	3.87	\$	0.52
TWI025	Twin City Windustrial Supply	275621 02	5/9/2025	5/31/2025	2333 COTTAGE GROVE	\$	94.03	MN-WAS	MN-Washington County Tax8.375%	\$	7.27	8.375%	\$	6.40	\$	0.87
TWI025	Twin City Windustrial Supply	175621 04	5/13/2025	5/31/2025	2333 COTTAGE GROVE	\$	94.03	MN-WAS	MN-Washington County Tax8.375%	\$	7.27	8.375%	\$	6.40	\$	0.87
AQU006	Aqueous Vets LLC	R101410	5/14/2025	7/1/2025	2333 COTTAGE GROVE	\$	1,024,468.88	MN-WAS	MN-Washington County Tax8.375%	\$	79,168.88	8.375%	\$	69,715.88	\$	9,453.00
BIF001	Biffs, Inc.	INV247568	5/14/2025	5/31/2025	2333 COTTAGE GROVE	\$	558.14	MN-WAS	MN-Washington County Tax8.375%	\$	43.13	8.375%	\$	37.98	\$	5.15
TWI025	Twin City Windustrial Supply	175977 01	5/14/2025	5/31/2025	2333 COTTAGE GROVE	\$	158.28	MN-WAS	MN-Washington County Tax8.375%	\$	12.23	8.375%	\$	10.77	\$	1.46
XCE001	Xcel Energy	927476707	5/14/2025	4/30/2025	2333 COTTAGE GROVE	\$	835.91	MN-WAS	MN-Washington County Tax8.375%	\$	64.60	8.375%	\$	56.88	\$	7.71
GOO003	Goodin Company	2672641-00	5/19/2025	5/31/2025	2333 COTTAGE GROVE	\$	25.56	MN-WAS	MN-Washington County Tax8.375%	\$	1.97	8.375%	\$	1.74	\$	0.24
GOO003	Goodin Company	2672639-00	5/19/2025	5/31/2025	2333 COTTAGE GROVE	\$	192.02	MN-WAS	MN-Washington County Tax8.375%	\$	14.84	8.375%	\$	13.07	\$	1.77
GOO003	Goodin Company	2672641-01	5/20/2025	5/31/2025	2333 COTTAGE GROVE	\$	2.00	MN-WAS	MN-Washington County Tax8.375%	\$	0.15	8.375%	\$	0.14	\$	0.02
HAC001	Hach Company	14505359	5/20/2025	5/31/2025	2333 COTTAGE GROVE	\$	679.21	MN-WAS	MN-Washington County Tax8.375%	\$	52.49	8.375%	\$	46.22	\$	6.27
HAC001	Hach Company	14506153	5/21/2025	5/31/2025	2333 COTTAGE GROVE	\$	7,581.47	MN-WAS	MN-Washington County Tax8.375%	\$	585.88	8.375%	\$	515.92	\$	69.96
OXY001	Oxygen Services Co.	0003619248	5/31/2025	5/31/2025	2333 COTTAGE GROVE	\$	65.92	MN-WAS	MN-Washington County Tax8.375%	\$	5.09	8.375%	\$	4.49	\$	0.61
GOO003	Goodin Company	2674108-00	6/3/2025	6/30/2025	2333 COTTAGE GROVE	\$	53.20	MN-WAS	MN-Washington County Tax8.375%	\$	4.11	8.375%	\$	3.62	\$	0.49
DEM002	Dem-Con Dumpsters LLC	O110984	6/4/2025	6/30/2025	2333 COTTAGE GROVE	\$	485.00	MN-WAS	MN-Washington County Tax8.375%	\$	36.60	8.375%	\$	33.07	\$	3.53
MAR023	Marking Services, Inc.	S-INVO15648	6/4/2025	6/30/2025	2333 COTTAGE GROVE	\$	18.68	MN-WAS	MN-Washington County Tax8.375%	\$	1.44	8.375%	\$	1.27	\$	0.17
MAR023	Marking Services, Inc.	S-INVO15648	6/4/2025	6/30/2025	2333 COTTAGE GROVE	\$	289.21	MN-WAS	MN-Washington County Tax8.375%	\$	22.35	8.375%	\$	19.68	\$	2.67
GOO003	Goodin Company	1449723-00	6/5/2025	6/30/2025	2333 COTTAGE GROVE	\$	20.90	MN-WAS	MN-Washington County Tax8.375%	\$	1.61	8.375%	\$	1.42	\$	0.19
GOO003	Goodin Company	1449723-00	6/5/2025	6/30/2025	2333 COTTAGE GROVE	\$	161.63	MN-WAS	MN-Washington County Tax8.375%	\$	12.49	8.375%	\$	11.00	\$	1.49
GOO003	Goodin Company	2672641-02	6/9/2025	6/30/2025	2333 COTTAGE GROVE	\$	5.82	MN-WAS	MN-Washington County Tax8.375%	\$	0.45	8.375%	\$	0.40	\$	0.05
TWI025	Twin City Windustrial Supply	176449 01	6/9/2025	6/30/2025	2333 COTTAGE GROVE	\$	66.99	MN-WAS	MN-Washington County Tax8.375%	\$	5.18	8.375%	\$	4.56	\$	0.62
BIF001	Biffs, Inc.	INV252395	6/11/2025	6/30/2025	2333 COTTAGE GROVE	\$	558.14	MN-WAS	MN-Washington County Tax8.375%	\$	43.13	8.375%	\$	37.98	\$	5.15
OXY001	Oxygen Services Co.	0008843832	6/12/2025	6/30/2025	2333 COTTAGE GROVE	\$	77.29	MN-WAS	MN-Washington County Tax8.375%	\$	5.89	8.375%	\$	5.27	\$	0.63
XCE001	Xcel Energy	931459567	6/12/2025	6/30/2025	2333 COTTAGE GROVE	\$	282.30	MN-WAS	MN-Washington County Tax8.375%	\$	21.30	8.375%	\$	19.25	\$	2.05
FER003	Ferguson Enterprises Inc #525	0546492	6/17/2025	6/30/2025	2333 COTTAGE GROVE	\$	735.60	MN-WAS	MN-Washington County Tax8.375%	\$	56.85	8.375%	\$	50.06	\$	6.79
SAT001	Satellite Shelters, Inc.	INV876482	6/17/2025	6/30/2025	2333 COTTAGE GROVE	\$	1,219.22	MN-WAS	MN-Washington County Tax8.375%	\$	94.22	8.375%	\$	82.97	\$	11.25
TWI025	Twin City Windustrial Supply	176497 01	6/18/2025	6/30/2025	2333 COTTAGE GROVE	\$	5,191.92	MN-WAS	MN-Washington County Tax8.375%	\$	401.22	8.375%	\$	353.31	\$	47.91
AVR001	AVR, LLC	316919	6/23/2025	6/30/2025	2333 COTTAGE GROVE	\$	3,749.78	MN-WAS	MN-Washington County Tax8.375%	\$	289.78	8.375%	\$	255.18	\$	34.60
WHI003	White Cap, LP	50032001664	6/23/2025	6/30/2025	2333 COTTAGE GROVE	\$	267.03	MN-WAS	MN-Washington County Tax8.375%	\$	20.64	8.375%	\$	18.17	\$	2.46
GOO003	Goodin Company	1458842-00	6/30/2025	6/30/2025	2333 COTTAGE GROVE	\$	22.02	MN-WAS	MN-Washington County Tax8.375%	\$	1.70	8.375%	\$	1.50	\$	0.20
GOO003	Goodin Company	1458842-00	6/30/2025	6/30/2025	2333 COTTAGE GROVE	\$	166.63	MN-WAS	MN-Washington County Tax8.375%	\$	12.88	8.375%	\$	11.34	\$	1.54
OXY001	Oxygen Services Co.	0003621986	6/30/2025	6/30/2025	2333 COTTAGE GROVE	\$	26.11	MN-WAS	MN-Washington County Tax8.375%	\$	2.02	8.375%	\$	1.78	\$	0.24
MAR023	Marking Services, Inc.	S-INVO20291	7/3/2025	7/31/2025	2333 COTTAGE GROVE	\$	25.20	MN-WAS	MN-Washington County Tax8.375%	\$	1.95	8.375%	\$	1.71	\$	0.23
BIF001	Biffs, Inc.	INV256853	7/9/2025	7/31/2025	2333 COTTAGE GROVE	\$	558.14	MN-WAS	MN-Washington County Tax8.375%	\$	43.13	8.375%	\$	37.98	\$	5.15
AVR001	AVR, LLC	318155	7/10/2025	7/31/2025	2333 COTTAGE GROVE	\$	720.69	MN-WAS	MN-Washington County Tax8.375%	\$	55.69	8.375%	\$	49.04	\$	6.65
FER003	Ferguson Enterprises Inc #525	0550750	7/11/2025	7/31/2025	2333 COTTAGE GROVE	\$	151.40	MN-WAS	MN-Washington County Tax8.375%	\$	11.70	8.375%	\$	10.30	\$	1.40
FER003	Ferguson Enterprises Inc #525	0550760	7/14/2025	7/31/2025	2333 COTTAGE GROVE	\$	2,285.71	MN-WAS	MN-Washington County Tax8.375%	\$	176.63	8.375%	\$	155.54	\$	21.09
OXY001	Oxygen Services Co.	0008852258	7/14/2025	7/31/2025	2333 COTTAGE GROVE	\$	194.90	MN-WAS	MN-Washington County Tax8.375%	\$	14.86	8.375%	\$	13.28	\$	1.58
FER003	Ferguson Enterprises Inc #525	0550733	7/17/2025	7/31/2025	2333 COTTAGE GROVE	\$	8,681.21	MN-WAS	MN-Washington County Tax8.375%	\$	670.87	8.375%	\$	590.76	\$	80.10
FER003	Ferguson Enterprises Inc #525	0550761	7/23/2025	7/31/2025	2333 COTTAGE GROVE	\$	567.66	MN-WAS	MN-Washington County Tax8.375%	\$	43.87	8.375%	\$	38.63	\$	5.24
FER003	Ferguson Enterprises Inc #525	0550757	7/23/2025	7/31/2025	2333 COTTAGE GROVE	\$	1,290.36	MN-WAS	MN-Washington County Tax8.375%	\$	99.72	8.375%	\$	87.81	\$	11.91
FER003	Ferguson Enterprises Inc #525	0550744	7/31/2025	7/31/2025	2333 COTTAGE GROVE	\$	8,389.21	MN-WAS	MN-Washington County Tax8.375%	\$	648.30	8.375%	\$	570.89	\$	77.41
OXY001	Oxygen Services Co.	0003624756	7/31/2025	7/31/2025	2333 COTTAGE GROVE	\$	27.17	MN-WAS	MN-Washington County Tax8.375%	\$	2.10	8.375%	\$	1.85	\$	0.25
BIF001	Biffs, Inc.	INV262079	8/6/2025	8/31/2025	2333 COTTAGE GROVE	\$	426.56	MN-WAS	MN-Washington County Tax8.375%	\$	32.96	8.375%	\$	29.03	\$	3.94
XCE001	Xcel Energy	938827088	8/6/2025	8/31/2025	2333 COTTAGE GROVE	\$	16.66	MN-WAS	MN-Washington County Tax8.375%	\$	1.29	8.375%	\$	1.13	\$	0.15
XCE001	Xcel Energy	940199042	8/13/2025	8/31/2025	2333 COTTAGE GROVE	\$	35.77	MN-WAS	MN-Washington County Tax8.375%	\$	2.76	8.375%	\$	2.43	\$	0.33
FER003	Ferguson Enterprises Inc #525	0553464	8/21/2025	9/30/2025	2333 COTTAGE GROVE	\$	362.14	MN-WAS	MN-Washington County Tax8.375%	\$	27.99	8.375%	\$	24.64	\$	3.34
FER003	Ferguson Enterprises Inc #525	0553464-1	8/29/2025	9/30/2025	2333 COTTAGE GROVE	\$	1,300.70	MN-WAS	MN-Washington County Tax8.375%	\$	100.52	8.375%	\$	88.51	\$	12.00
OXY001	Oxygen Services Co.	0003627522	8/31/2025	8/31/2025	2333 COTTAGE GROVE	\$	46.79	MN-WAS	MN-Washington County Tax8.375%	\$	3.62	8.375%	\$	3.18	\$	0.43
BIF001	Biffs, Inc.	INV266020	9/3/2025	9/30/2025	2333 COTTAGE GROVE	\$	223.26	MN-WAS	MN-Washington County Tax8.375%	\$	17.25	8.375%	\$	15.19	\$	2.06
SPE011	Spec Ten Etc. LLC	78893	10/1/2025	10/1/2025	2333 COTTAGE GROVE	\$	15,096.64	MN-WAS	MN-Washington County Tax8.375%	\$	1,166.64	8.375%	\$	1,027.34	\$	139.30

Tax Paid	Tax Liab%	Tax Liab @ 7.375%	DELTA
\$ 931,707.96	8.375%	\$ 820,457.61	\$ 111,250.35



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 026

June 20, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Change Order 026 – Curb & Gutter:

All for the sum of: \$7,729

Clarifications: This proposal is for the removal and disposal of the existing curb. The necessary grade corrections of the area and new curb installment. The new curb installation will be unit priced under bid item 87.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 6/20/2025
COP: FO 26 - Curb & Gutter Replacement

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR	EQUIPMENT	LINE	TOTAL	
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	TOTAL			
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Supervision	1.00	HR	2.00	\$ 110.00	\$220.00	\$ -	\$0.00	\$ -	\$ -	\$ 220.00		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Materials				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Subcontract				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Stapf	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 2,300.00	\$ -	\$ 2,300.00		
- Curb to be billed per Bid Item 87 est 118 LF @ 26				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Miller	1.00			\$ -	\$0.00	\$ -	\$0.00	\$ 4,700.60	\$ -	\$ 4,700.60		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ 11.00	
Sales Tax	1.00	ea	8.375%								\$ -	
Totals			\$ 2.00	\$ 220.00			\$ -		\$ 7,000.60	\$ -	\$ 7,231.60	
Rice Lake Mark-up on Subs (5%)											\$ 350.03	
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ 33.00	
Bond and Insurance Cost (1.5%)											\$ 114.22	
Total Change Order Proposal Request											\$ 7,729	

Submitted by Keith Sticha | 612-221-5195 | ksticha@stapfconcrete.com
KS23207 Low Zone Water Treatment Facility Imp - Cottage Grove
Page 1 of 1

Aaron Fingarson

From: Chad Napstad
Sent: Friday, June 20, 2025 1:26 PM
To: Aaron Fingarson
Subject: FW: CGLZ Field Order 26 UPDATED



Chad Napstad
4053 Chelsea Road West,
Monticello, MN 55362

Cell 218-485-1529
chad_napstad@ricelake.org

ricelake.org

From: Steve St. Claire <steve.st.claire@millerexc.com>
Sent: Friday, June 20, 2025 12:16 PM
To: Chad Napstad <chad_napstad@ricelake.org>
Cc: Mindy Hackett <mindy.hackett@millerexc.com>
Subject: RE: CGLZ Field Order 26 UPDATED

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Updated FO #26

FCO #26**UPDATED***6.20.2025

Strip Topsoil Behind Curb
Sawcut Concrete Curb
Remove & Dispose of Concrete Curb
Prep Subgrade
Backfill Curb
Regrade Topsoil Behind Curb

SUBTOTAL \$2296.00

****ADDITIONAL AGGREGATE BASE FOR REGRADE AT CONTRACT PRICE/TON. About 36 ton will be needed. \$804.60*

***REMOBILIZATION for aggregate base tolerance \$1600.00*

TOTAL ESTIMATED COST INCREASE **\$ 4,700.60**

TOTAL ADD DAYS – **4** working days

Steve St. Claire

President | **Miller Excavating, Inc.**

3741 Stagecoach Trail North | Stillwater, MN 55082

651.439.1637 Office | 651.269.8176 Cell | 651.351.7210 Fax

steve.st.claire@millerexc.com | Email



From: Chad Napstad <chad_napstad@ricelake.org>

Sent: Thursday, June 19, 2025 10:21 AM

To: Steve St. Claire <steve.st.claire@millerexc.com>; Mindy Hackett <mindy.hackett@millerexc.com>

Cc: Jack Boelter <jack_boelter@ricelake.org>; Aaron Fingarson <aaron_fingarson@ricelake.org>

Subject: FW: CGLZ Field Order 26

Steve - Attached updated FO 26 for Cottage Grove. Let me know if this changes your proposal.



Chad Napstad

4053 Chelsea Road West,
Monticello, MN 55362

Cell 218-485-1529

chad_napstad@ricelake.org

ricelake.org

From: Wilson, Jack (Minneapolis) <Jack.Wilson3@stantec.com>

Sent: Thursday, June 19, 2025 10:18 AM

To: Shawn Hamdorf <shawn_hamdorf@ricelake.org>; Steve Montray <steve_montray@ricelake.org>; Chad Napstad <chad_napstad@ricelake.org>; Jack Boelter <jack_boelter@ricelake.org>

Cc: Lintgen, Brian <Brian.Lintgen@stantec.com>; Charles, Donald <Donald.Charles@stantec.com>

Subject: RE: CGLZ Field Order 26

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

See attached for a revised FO-26. This includes an additional 18 LF of curb to be removed in order to hit elevations.

Thank you

From: Wilson, Jack (Minneapolis)

Sent: Friday, June 13, 2025 12:59 PM

To: Shawn Hamdorf <shawn_hamdorf@ricelake.org>; Steve Montray <steve_montray@ricelake.org>; Chad Napstad <chad_napstad@ricelake.org>

Cc: Lintgen, Brian <Brian.Lintgen@stantec.com>; Charles, Donald <Donald.Charles@stantec.com>

Subject: CGLZ Field Order 26

Hey Shawn,

See attached for a Field Order pertaining to the southeast curb work on the Low Zone project.

Thank you.

Jack Wilson

Water/Wastewater Designer

Direct: 612-712-2107

Jack.Wilson3@stantec.com

Stantec

733 Marquette Avenue Suite 1000

Minneapolis MN 55402-2314



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SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: 26

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			

		Effective Date of Field	
Date Issued:	06/13/2026	Order:	06/13/2026

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): 32 13 14

Drawing(s) / Details (s): C604

Description:

Provide pricing to remove 100 LF of B618 curb and gutter. Replacement of 100 LF of B618 curb and gutter to be paid at the unit price in the contract.

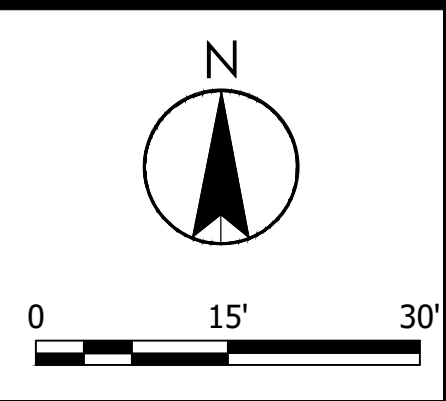
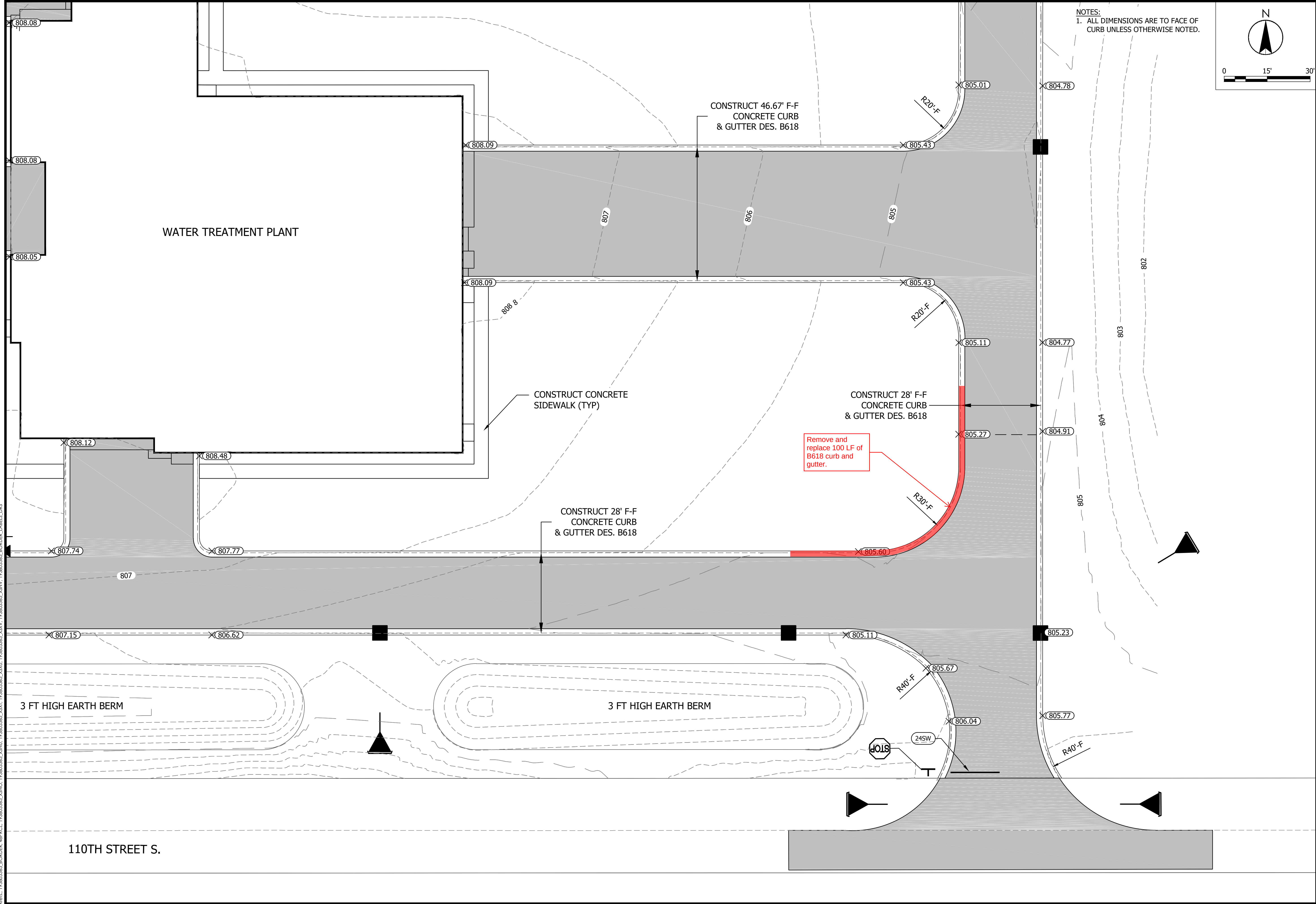
Attachments:

Sheet C604 with curb and gutter location and markups.

Issued by Engineer

By: Donald Charles
Title: Civil Designer
Date: 06/13/2023

Plot Date: 06/13/2025 - 12:12pm
Drawing name: \\Us0291-ppfs00
User: 1020052/E BORRER 1020052



stantec

733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com



I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DAVID S. SANOCKI

SIGNATURE: *David S. Sanocki*

DATE: JUNE 5, 2003 U.C. NO.: 40973

CITY OF COTTAGE GROVE, MINNESOTA
COTTAGE GROVE LOW ZONE WATER TREATMENT PLANT
STREETS PLAN

NO REVISION		DATE
1	ADD 4	7/7/23
		CONFORMED 9/15/23
SURVEY		PBW
DRAWN		EPV
DESIGNED		DRS
CHECKED		LMM
APPROVED		DRS
PROJ. NO.		193805365

SHEET NUMBER
C604

To:	Ryan Burfeind	From:	Ash Hammerbeck
	Cottage Grove Public Works Director		Minneapolis Office
Project/File:	193805365	Date:	September 8, 2026

Reference: Low Zone WTP - Change Order No. 6 Discussion

The Cottage Grove Low Zone Water Treatment Plant construction is substantially complete. The plant has successfully been producing water since the latter half of 2025. The Well 2 vessels have come online, bringing the plant to full capacity. During the course of construction, changes from the bid plan are sometimes required. The following summarizes the background for the changes presented in Change Order No. 6.

- Condenser Unit #1 Relocate
 - The original design for the Low Zone WTP included a condenser unit on the concrete outside a door on the west side of the plant. During the harsh conditions this past winter it was found that this unit's condensate was building up and forming an ice dam outside this door which blocked it from opening. In order to prevent this door from being blocked this unit and it's supporting piping was moved inside to an unused space above the stairwell with a drain routed to a nearby mop sink.
 - The cost for this work is \$21,377.00 and will be paid by Stantec.
- Sales Tax Increase
 - In May 2023, state legislation increased sales tax. This increase went into effect in October of 2023. The bid process for this project was carried out prior to October 2023. Because post tax increase prices were not known, contractors used current pricing for their bids in order to remain competitive. Once a bid was selected and construction commenced, these sales taxes went into effect thus increasing costs for the project.
 - The cost associated with this is \$112,919.11 and has been previously approved as 3M Settlement eligible by the MPCA.
- Curb & Gutter Elevation Revisions
 - It was determined during construction that an error in surveying had been made. This caused water to pool on the pavement near the 110th street entrance to site. In order to achieve proper drainage 118 linear feet of curb and gutter had to be removed and replaced.

Reference: Low Zone WTP - Change Order No. 6 Discussion

- The cost for this work is \$7,729.00 and is in line with typical bid pricing for this work and will be paid by Stantec.

Regards,

Stantec Consulting Services Inc.



Ash Hammerbeck PE (MN)
Senior Associate, Water/Wastewater Engineer
Phone: (612) 712-2097
ash.hammerbeck@stantec.com

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is made this ____ day of _____, 2026 by and between the City of Cottage Grove, Minnesota ("City") and Stantec Consulting Services Inc. ("Stantec").

WHEREAS, Stantec provides engineering consulting services to the City for the Low Zone Water Treatment Plant Project ("Project"); and

WHEREAS, Stantec monitors and evaluates all change orders related to the Project; and

WHEREAS, Change Order #6, considered by the City on September 16, 2026, contains three change order items; and

WHEREAS, one item in Change Order #6 is related to a sales tax increase, which is not relevant to this Agreement; and

WHEREAS two items in Change Order #6 are in regard to the relocation of condenser unit #1 in the amount of \$21,377.00 and certain curb and gutter elevation revisions in the amount of \$7,729.00 ("Stantec Change Orders"); and

WHEREAS, Stantec has indicated its willingness to pay for Stantec Change Orders in exchange for a waiver and release from the City and City is willing to accept such payment under these terms and conditions.

NOW THEREFORE, IN CONSIDERATION of the sum of \$29,106.00 ("Settlement Amount"), the receipt and sufficiency of which is acknowledged, the City hereby remises, releases and forever discharges Stantec of and from any and all manner of actions, causes of action, claims and demands, whether at law or in equity, of every nature and kind which the City had, now has or hereafter may have, whether known or unknown, and whether existing now or arising in the future, from or relating to the claims, issues and matters that were made or raised or properly could have been made or raised as of the date hereof, that are in any way connected with Stantec's and Stantec's professional services provided in relation to the Stantec Change Order in Change Order #6 for the Project.

THE CITY ONLY RELEASES all claims regarding the Stantec Change Order in Change Order #6.

AND FOR THE SAID CONSIDERATION, the City hereby agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity from the person, persons or corporation discharged by this Agreement regarding the Stantec Change Order in Change Order #6.

STANTEC HEREBY AGREES TO PAY the Settlement Amount within 30 days of the date of this Agreement.

IT IS UNDERSTOOD AND AGREED that this Agreement and settlement represents the compromise of doubtful and disputed claims for the purpose of making a full and final compromise, adjustment or settlement of all claims resulting from the matters referred to herein and that the settlement does not constitute any admission of liability on the part of the Stantec and that such liability is specifically denied.

THIS AGREEMENT shall be binding on the City's administrators, successors, predecessors, officers, directors, employees, agents and assigns.

THE CITY hereby acknowledges having had an opportunity to review this Agreement and understands all of the terms contained in the Release and acknowledges that the only consideration for this Agreement is as referred to above, and understands its effect.

THIS AGREEMENT contains the entire agreement between the parties mentioned herein in connection with the matters set forth above, and the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the City, by the hands of its proper officers, HAS SIGNED AND SEALED THIS RELEASE on the date set forth below.

CITY OF COTTAGE GROVE

Myron Bailey, Mayor

Tamara Anderson, City Clerk

STANTEC CONSULTING SERVICES, INC.

BY: _____

Its: _____



City Council Action Request

7.P.

Meeting Date	9/16/2026				
Department	Engineering				
Agenda Category	Action Item				
Title	Right-of-Way Agreement - Forged Fiber 37				
Staff Recommendation	Approve the Right-of-Way Permit Agreement with Forged Fiber 37, LLC.				
Budget Implication	NA				
Attachments	<table><tr><td>1.</td><td>09-16-2026 Council Memo Forged Fiber 37</td></tr><tr><td>2.</td><td>Forged Fiber 37 (Lumen) Clean KL 8-29-26 - FF37 Signed</td></tr></table>	1.	09-16-2026 Council Memo Forged Fiber 37	2.	Forged Fiber 37 (Lumen) Clean KL 8-29-26 - FF37 Signed
1.	09-16-2026 Council Memo Forged Fiber 37				
2.	Forged Fiber 37 (Lumen) Clean KL 8-29-26 - FF37 Signed				



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

From: Hailey Sutton, Engineering Technician

Date: September 16, 2026

Re: Forged Fiber 37, LLC Right-of-Way Permit Agreement

Background

Forged Fiber 37 is an AT&T-owned company that acquired Lumen's residential fiber network in Minnesota in February 2026.

Forged Fiber 37 has submitted four large-scale right-of-way permits to the City for the installation of new fiber facilities. The permits were submitted on June 6, 2026, and cover multiple areas within the City. Because this work involves the installation of fiber facilities within the City's public rights-of-way, the City requires Forged Fiber 37 to enter into a Right-of-Way Agreement with the City. The agreement establishes a clear understanding between the City and Forged Fiber 37 regarding the use of the City's right-of-way and expectations for construction, coordination, restoration, and communication with residents.

The Right-of-Way Agreement was drafted following the submission of the four permits and was signed by Forged Fiber 37 on August 31, 2026.

Discussion

The four large-scale fiber permits are primarily located east of Jamaica Avenue, extending to Keats Avenue between 80th Street and 70th Street. One of their permit areas is located west of Jamaica Avenue and includes the area between Isleton Avenue and Jamaica Avenue, extending north from 80th Street to Indian Boulevard. Due to the size and scope of the proposed fiber construction, the Right-of-Way Agreement provides the City with a consistent process for coordinating the work and establishing expectations for how construction will take place within the City's right-of-way.

Some of the key requirements and expectations outlined in the agreement include:

- **Construction coordination:** Forged Fiber 37 will participate in regular meetings with designated City staff to coordinate construction activities and address issues as they arise.
- **Resident communication:** Forged Fiber 37 is required to provide advance notification to affected residents and appropriate signage in areas where construction is occurring.
- **Complaint response:** Forged Fiber 37 is responsible for addressing resident complaints and concerns related to its construction activities in a timely manner.

- **Construction and restoration:** The agreement establishes requirements for construction practices, restoration of City infrastructure and residents' properties, and compliance with applicable City requirements.

The agreement is intended to establish clear expectations before construction begins and provide the City with a consistent process for managing Forged Fiber 37's work within the public right-of-way.

Recommendation

Approve the Right-of-Way Permit Agreement with Forged Fiber 37, LLC.

**RIGHT-OF-WAY PERMIT AGREEMENT BETWEEN
CITY OF COTTAGE GROVE
AND
FORGED FIBER 37, LLC**

WHEREAS, Forged Fiber 37, LLC (“Forged Fiber”) has applied to the Minnesota Public Utilities Commission for a Certificate of Authority to Provide Local Niche Services; and

WHEREAS, Forged Fiber has submitted certain right-of-way permits in the City of Cottage Grove (“City”), a Minnesota municipal corporation, for construction of its fiber facilities in the public rights-of-way of the City, which is different than the construction of telecommunication facilities; and

WHEREAS, Forged Fiber and the City now wish to enter into this agreement to form a mutual understanding and expectation in the use of the City’s public rights-of way for Forged Fiber’s fiber facilities;

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

1. The City will accept and process permit applications from Forged Fiber on a non-discriminatory basis, subject to the same requirements and processes as apply to permit applications from other telecommunications network operators.
2. Forged Fiber will comply with all applicable ordinances, regulations, and policies of the City regarding permit fees, permit content, construction and restoration practices, and other requirements for access to the public rights-of-way, all of which shall be applied on a non-discriminatory basis. Without limiting the foregoing, Forged Fiber agrees to:
 - (a) Weekly meetings with City designated staff throughout construction.
 - (b) Physical signage in neighborhood not less than 2 days prior to putting white flags out.
 - (c) Door hangers/resident notification (approved by City) to be delivered not more than 2 days prior to putting white flags out and not less than 7 days prior to digging. In addition, there shall be ongoing communications with affected residents regarding any construction delays that last longer than seven (7) days, any unusual circumstances involving affected properties, unresolved hazards or at any time upon the request of the City Engineer that Forged Fiber provide additional communication with the residents.
 - (d) Record plans upon completion of each neighborhood, noting deviations from plan locations.
 - (e) Return phone calls to resident complaints within 24 hours. (Meet homeowners on-site within seventy-two (72) hours upon request of City Engineer.)

(f) Minimize number of crossings under the road. Design with H pattern to serve no fewer than 12 homes on each side of the crossing, unless otherwise approved by the City Engineer.

(g) Backfill holes in a timely manner to avoid hazardous conditions and according to City specifications.

(h) Complete televising of all City-owned infrastructure at roadway crossings and along any alignment where boring work is performed parallel to, adjacent to, or otherwise in close proximity to City-owned infrastructure. All CCTV inspection documentation and video recordings shall be submitted to the City for review and approval within a month of work completion.

3. Prior to initiation of construction, Forged Fiber will provide the City with the following Escrows:

(a) Management Costs Escrow: A \$25,000 cash escrow (the “Management Costs Escrow”) with its first right-of-way permit application, which shall be used by the City as security for any material defaults by Forged Fiber of compliance with all lawful orders, permits and directions of the City, that are not remedied after thirty (30) days prior written notice to Forged Fiber. Upon an unresolved default, the City will draw upon the Management Costs Escrow and provide documentation for draws against the escrow each month. When the escrow balance falls below \$2,000, Forged Fiber shall replenish the escrow to its original balance of \$25,000. Any balance remaining on the escrow will be returned to Forged Fiber at the substantial completion of the construction of its facilities within the City. The Management Costs Escrow shall not be used as payment for any permit fees required pursuant to any City ordinance.

(b) Restoration Costs Escrow: A \$50,000 cash escrow (the “Restoration Costs Escrow”), which shall be used by the City to repair any damages to public or private property that are not remedied after thirty (30) days’ written notice to Forged Fiber, or such longer period of time as may be approved by the City Engineer, unless the damage is a threat to the public health or safety, in which case, the repair shall be remedied after five (5) days’ written notice, that is caused by Forged Fiber or any subcontractor in the course of their work contemplated in this Agreement. In addition to written notice to Forged Fiber’s local contact, City shall give such notice hereunder to permitmanagers@forgedfiber37.com. Following such draw upon the Restoration Costs Escrow, the City will provide documentation for such draws. When the Restoration Costs Escrow balance falls below \$2,000, Forged Fiber shall replenish the escrow to its original balance of \$50,000. Any balance remaining on the Restoration Costs Escrow will be returned to Forged Fiber at the final completion of the construction of its facilities within the City.

4. Nothing in this Agreement is intended to limit the City’s authority to manage the use and occupancy of public rights-of-way in accordance with applicable law, including remedies in the City’s right-of-way ordinance, provided that any restrictions or conditions on such use and occupancy are applied in a non-discriminatory manner to Forged Fiber and other present and future users of the rights-of-way.

[remainder of page intentionally blank]

CITY OF COTTAGE GROVE

Myron Bailey, Mayor

Tamara Anderson, City Clerk

Date: _____

FORGED FIBER, LLC

Jeffrey Marek
Signature

Jeffrey Marek
Printed Name

Director of Transformation
Title

Date: August 31, 2026



City Council Action Request

7.Q.

Meeting Date 9/16/2026

Department Engineering

Agenda Category Action Item

Title 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street South to Tee-Intersection), and TH 61/80th Street Interchange Rehabilitation Project – Declare Costs to be Assessed and Call for Public Hearing

Staff Recommendation 1) Adopt Resolution 2026-127 declaring the costs to be assessed for the 80th Street (TH 61 to Ideal Ave) and East Point Douglas Road (80th Street South to Tee-Intersection) project. 2) Adopt Resolution 2026-128 calling for a public hearing to be held on October 7, 2026, for the 80th Street (TH 61 to Ideal Ave) and East Point Douglas Road (80th Street South to Tee-Intersection) project.

Budget Implication Total project cost estimate at \$16,515,159.93 funded with \$1,536,900 in special assessments to benefited properties and remaining costs funded through federal, MnDOT, county, Municipal State Aid, and city funds.

Attachments	1.	Memo 2026 80th Street Declare Costs updated 09-10-2026 v2
	2.	Resolution 2026-127, 80th Street & EPD Declare Costs
	3.	Resolution 2026-128, 80th Street & EPD Call for PH on Proposed Assessments
	4.	80th Street & EPD Assessment Roll



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

From: Paul Sponholz, PE, City Engineer
Ryan Burfeind, PE, Public Works Director
Brenda Malinowski, Finance Director

Date: September 9, 2026

Re: 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street South to Tee-Intersection), and TH 61/80th Street Interchange Rehabilitation Project – Declare Costs to be Assessed and Call for Public Hearing

Background

Included in the Capital Improvement Plan for 2026 is the rehabilitation of 80th Street from Highway 61 to Ideal Avenue. On June 21, 2023, the City Council authorized a feasibility study for 80th Street from Ideal Avenue to Highway 61. On April 16, 2025, the City Council approved amending the scope of the feasibility study to include East Point Douglas Road from 80th Street to the tee-intersection near Arby's.

The Minnesota Department of Transportation (MnDOT) and the City coordinated and incorporated the MnDOT reconstruction of the entrance and exit ramps at the interchange of 80th Street and Highway 61 into the City project at MnDOT costs.

An Open House Meeting was held for assessed property owners on November 13, 2025 to discuss the various improvements proposed, the findings of the special benefit appraisal and the proposed assessments. City Council approved the Feasibility Report on November 19, 2025. A public hearing was held on the need for the project on December 3, 2025 and the project was ordered. On January 7, 2026, the City Council approved the plans and specifications and authorized bidding. The project was awarded to Park Construction Company on April 1, 2026. The project is under construction and expected to be substantially completed mid November 2026.

Discussion

Summary of Road and Infrastructure Improvements: The following is a summary of the road and infrastructure improvements completed for the project:

- Rehabilitation of 80th Street from Highway 61 to Ideal Avenue.
- Rehabilitation of East Point Douglas Road from 80th Street to the Tee-intersection.
- Reconstruction of the 80th Street & Highway 61 ramps and intersections by MnDOT.
- Aesthetic enhancements to the 80th Street interchange and landscaped medians.
- Signal upgrades throughout the project corridor.

- Construction of dual left turn lanes on 80th Street at the Hardwood Ave/East Point Douglas Road signal.
- Lane modifications to southbound East Point Douglas Road at the Grove Plaza signal to allow for two thru lanes.

Both 80th Street & East Point Douglas Road are referred to as rehabilitation projects, since much of the curb, sidewalk and median concrete were in good condition and were not replaced. The pavement will be fully replaced throughout the project area.

Project Funding Analysis:

Final construction costs have not been determined, but based on the construction contract amount, the cost of MnDOT supplied items, and non-contract costs for engineering and construction administration, the total is estimated at \$16,515,159.93.

Special Benefit Appraisals were conducted for the properties identified as benefiting from the project. The properties and their assessment amount are included in the attached list. The total assessment amount based on the special benefit appraisals is \$1,536,900. The benefit appraisals are more than the calculated assessment amounts based on the project costs, so the benefit appraisals cap the assessment for all properties.

Thirty-four commercial properties are being assessed for a total of \$1,263,600. Two Independent School District #833 properties are being assessed for a total of \$213,500. The proposed assessments for the two school parcels were reduced proportionally from the original appraisal amount listed in the Feasibility Report. They were reduced based on the portion of the city-owned ice rink area located on each parcel relative to the total area of each parcel. One multi-unit residential property is being assessed \$59,800.

The MnDOT interchange work is not assessed to parcels within this project as that work is being paid for by MnDOT. The rehabilitation of the City's pressure reducing valve on 80th Street and the left and right turn lanes into Crestview Elementary and Park High School will not be assessed. The City collected \$294,815.00 from ISD 833 for construction of the turn lanes into the schools.

Besides assessments, the project is funded with several other sources including a federal grant, MnDOT and the County funds for their portion of the project, and the remaining from the Municipal State Aid Funds and other city funds, as summarized below.

Project Funding Summary	
Commercial Assessment	\$1,263,600.00
School Property Assessment	\$213,500.00
Multi-unit Residential Assessment	\$59,800.00
Federal Funds	\$5,000,000.00
MnDOT Funds	\$4,555,274.83
County Funds	\$741,649.90
MSA & City Funds	\$4,681,335.20
Total Funds	\$16,515,159.93

The following table is a recap of the project costs and funding. The as-bid construction costs include the original contract amount of \$13,125,468.18 along with potential incentives and state furnished signal equipment in the amount of \$316,419.68.

	Feasibility Report Construction Cost	As-Bid Construction Costs	Estimated Total Project Costs
80th Street Improvements			
Streets	\$5,680,363.15	\$4,643,492.05	\$5,804,365.06
Sanitary Sewer	\$83,204.00	\$118,733.00	\$148,416.25
Water Main	\$92,653.00	\$106,288.00	\$132,860.00
Storm Sewer	\$353,633.50	\$345,413.90	\$431,767.38
Signals	\$1,039,060.00	\$1,284,313.67	\$1,605,392.09
Street Lighting	\$1,024,760.00	\$1,446,988.50	\$1,808,735.63
Subtotal - 80th Street	\$8,273,673.65	\$7,945,229.12	\$9,931,536.41
East Point Douglas Road Improvements			
Streets	\$960,212.00	\$659,727.33	\$824,659.16
Sanitary Sewer	\$0.00	\$0.00	\$0.00
Water Main	\$0.00	\$0.00	\$0.00
Storm Sewer	\$185,509.50	\$47,158.70	\$58,948.38
Signals	\$88,220.00	\$184,039.00	\$230,048.75
Street Lighting	\$95,700.00	\$138,434.00	\$173,042.50
Subtotal - E Pt Douglas Road	\$1,329,641.50	\$1,029,359.03	\$1,286,698.79
MnDOT Interchange			
Streets	\$3,918,112.55	\$3,873,979.79	\$4,555,274.83
Subtotal - MnDOT Interchange	\$3,918,112.55	\$3,873,979.79	\$4,555,274.83
County Interchange			
Streets	\$310,708.20	\$593,319.92	\$741,649.90
Subtotal - County Interchange	\$310,708.20	\$593,319.92	\$741,649.90
Total Project	\$13,832,135.90	\$13,441,887.86	\$16,515,159.93

Honorable Mayor, City Council, and Jennifer Levitt

80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street South to Tee-Intersection), and TH 61/80th Street Interchange Rehabilitation Project

September 9, 2026

Action Requested

Adopt the resolutions declaring the costs to be assessed and call for a public hearing to consider the assessments. Staff will prepare assessment notices that will be sent to the benefiting property owners and publish the notice in the newspaper. The assessment notices will reflect the proposed assessment amounts included in the attached list. The notice also specifies the public hearing date as October 7, 2026.

Recommendation

Adopt:

- Resolution 2026-127 declaring the costs to be assessed and
- Resolution 2026-128 calling for a public hearing to be held on October 7, 2026 for the 80th Street (TH 61 to Ideal Ave) and East Point Douglas Road (80th Street South to Tee-Intersection) project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-127
**A RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL
FOR THE 80TH STREET (TH 61 TO IDEAL AVE) AND EAST POINT DOUGLAS
ROAD (80TH STREET SOUTH TO TEE INTERSECTION) PROJECT**

WHEREAS, contracts were let for the 2026 80th Street and East Point Douglas Road Rehabilitation Project and the awarded contract price for such improvements was \$13,125,468.18.

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

1. The net cost of such improvements to be assessed is declared to be \$16,515,159.93.
2. The Finance Director, with the assistance of the City Engineer, will calculate the proper amount to be assessed for such improvements against every assessable lot or piece of parcel or land within the district affected without regard to cash valuation as provided by law, and shall file a copy of proposed assessment roll in the City Clerk's office for public inspection.
3. The City Clerk shall, upon completion of such assessment roll, notify the City Council therefore.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-128

**RESOLUTION CALLING FOR HEARING ON
PROPOSED ASSESSMENTS FOR THE 80TH STREET (TH 61 TO IDEAL AVE) AND
EAST POINT DOUGLAS ROAD (80TH STREET SOUTH TO TEE INTERSECTION)
PROJECT**

WHEREAS, by Resolution No. 2026-127, passed by the City Council on September 16, 2026, the Council directed the Finance Director to prepare the proposed assessment roll for the 80TH Street and East Point Douglas Road Rehabilitation Project; and

WHEREAS, the City Clerk has notified the Council that such assessment roll is complete and filed in her office for public inspection.

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

1. A hearing shall be held on the 7th day of October 2026 at 7:00 p.m. to pass upon such proposed assessment roll.
2. The Finance Director is hereby directed to cause a Notice of Hearing on the proposed assessments to be published in the Saint Paul Pioneer Press, the official newspaper of the City, at least two (2) weeks prior to the hearing and shall state in the notice the total cost of the improvement and the proposed interest rate of 5 percent. The Finance Director shall cause mailed notices to be given to the owner of each parcel described in the assessment roll.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Assessment Roll
80th Street & East Point Douglas Rd

Commercial

PID	Current Owner	Address	Assessment Amount
08.027.21.33.0011	A & E INVESTMENTS LLC	7071 EAST POINT DOUGLAS RD S	\$22,800.00
08.027.21.33.0058	KIN INC	7990 HARDWOOD AVE S	\$90,000.00
08.027.21.33.0054	R & G ENDEAVORS INC	7998 HARDWOOD AVE S	\$15,400.00
08.027.21.33.0059	VO-DANG FAMILY REV TRS	7980 HARDWOOD AVE S	\$14,100.00
08.027.21.33.0050	US BANK NATIONAL ASSN	7200 80TH ST S	\$28,900.00
08.027.21.34.0017	HOVLAND COTTAGE GROVE LLC	7375 HARDWOOD CT S	\$19,600.00
08.027.21.34.0020	OAK PARK COMMONS LLC	7420 80TH ST S	\$52,400.00
08.027.21.34.0005	AMERICAN ACCTS & ADVISORS INC	7460 80TH ST S	\$30,600.00
08.027.21.34.0004	J MERRITT HOLDINGS LLC	7500 80TH ST S	\$27,000.00
08.027.21.43.0005	HEMINGWAY RETAIL LLC	7584 80TH ST S	\$3,200.00
08.027.21.43.0182	QWEST	7606 80TH ST S	\$26,200.00
08.027.21.43.0184	FUNERAL HOME REAL PROPERTY LLC	7676 80TH ST S	\$9,200.00
08.027.21.43.0185	FUNERAL HOME REAL PROPERTY LLC	7676 80TH ST S	\$19,800.00
08.027.21.43.0186	DICKENSON COMMERCIAL LLC	7702 80TH ST S	\$2,400.00
17.027.21.22.0021	BHAKTA KIRIT	7125 80TH ST S	\$3,200.00
17.027.21.22.0003	BHAKTA KIRIT	7125 80TH ST S	\$22,200.00
17.027.21.22.0011	LANNCO LLC	7155 80TH ST S	\$40,800.00
17.027.21.22.0012	PLAISTED ALLEN M & KATHRYN L & MARK I & JANE R GER	7175 80TH ST S	\$13,600.00
17.027.21.22.0013	VALVOLINE LLC	7201 80TH ST S	\$15,100.00
17.027.21.22.0029	VALVOLINE LLC	7201 80TH ST S	\$1,900.00
17.027.21.22.0030	GATEWAY CENTER LLC	7145 EAST POINT DOUGLAS RD S	\$47,300.00
17.027.21.21.0043	CAMPION LTDP	7135 EAST POINT DOUGLAS RD S	\$64,000.00
17.027.21.21.0055	S AND Z LLC	7180 EAST POINT DOUGLAS RD S	\$39,100.00
17.027.21.21.0046	EBR GREENWOOD LLC	7190 EAST POINT DOUGLAS RD S	\$20,400.00
17.027.21.21.0051	GROVE-RAINBOW LP	7240 EAST POINT DOUGLAS RD S	\$251,500.00
17.027.21.21.0050	GROVE-RAINBOW LP	7240 EAST POINT DOUGLAS RD S	\$26,900.00
17.027.21.21.0038	BOL INC	7449 80TH ST S	\$19,600.00
17.027.21.21.0013	HEALTH WEALTH FUND ONE SERIES 1 LLC	7501 80TH ST S	\$40,300.00
17.027.21.22.0018	DCJ COTTAGE GROVE LLC	7162 EAST POINT DOUGLAS RD S	\$24,400.00
17.027.21.22.0031	TCF NATIONAL BANK MN	7155 EAST POINT DOUGLAS RD S	\$34,400.00
17.027.21.21.0049	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7280 EAST POINT DOUGLAS RD S	\$213,200.00
17.027.21.21.0053	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7280 EAST POINT DOUGLAS RD S	\$15,300.00
17.027.21.21.0047	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7200 EAST POINT DOUGLAS RD S	\$6,900.00
17.027.21.21.0052	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7200 EAST POINT DOUGLAS RD S	\$1,900.00
		Total	\$1,263,600.00

School

PID		Address	Amount
08.027.21.44.0004	IND SCHOOL DIST #833	7830 80TH ST S	\$108,500.00
09.027.21.33.0003	IND SCHOOL DIST #833	8040 80TH ST S	\$105,000.00
		Total	\$213,500.00

Residential

PID		Address	Amount
08.027.21.43.0006	80TH & HEMINGWAY LLC	7550 80TH ST S	\$59,800.00
		Total	\$59,800.00

Total	\$1,536,900.00
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City Council Action Request

7.R.

Meeting Date 9/16/2026

Department Parks and Recreation

Agenda Category Action Item

Title Still Ponds Park Reserve Natural Resources Management Plan Amendment

Staff Recommendation 1. Approve Still Ponds Natural Resources Management Plan Amendment. 2. Approve grant application for the MN Department of Natural Resource's Conservation Partners Legacy grant in the amount of \$480,000 to restore Still Ponds Park management units 1 and 3 in accordance to the amended Natural Resources Management Plan.

Budget Implication \$480,000 total. DNR Grant Share, \$432,000 and a City-in-Kind Contribution (10%) or \$48,000. Funds sourced from the Public Landscapes Initiative Fund.

Attachments

1.	1-Memo-Plan Amendment and Grant Approval
2.	3-Still Ponds NR Management Plan Amendment



To: Honorable Mayor and City Council
Parks, Recreation and Natural Resources Commission
Jennifer Levitt, City Administrator

From: Zac Dockter, Parks and Recreation Director

Date: September 4, 2026

Subject: Still Ponds Park Reserve Natural Resources Management Plan Amendment

Introduction

The City acquired Still Ponds Park Reserve in 2021. This site is comprised of 42.5 acres of cultivated pine stands, woodland, stormwater basins with upland buffers, wet meadows, and open water features. As with most natural spaces acquired by the City, staff developed a Natural Resources Management Plan to study existing habitat and develop a preservation/restoration plan for the land. This Natural Resources Management Plan was completed in 2025 by the Washington Conservation District (WCD) in partnership with the South Washington County Watershed District (SWWD). The plan was approved by both the Parks, Recreation and Natural Resources Commission and City Council over the summer of 2026. As follow up to plan approval, staff held a neighborhood meeting on August 10 on the site to discuss the plan and answer questions and concerns from adjacent residents.

Background

A significant portion of the plan includes the removal of the Red Pine stand that was planted by the previous landowner in the 1960/70's. As the plan states, this part of the forest is severely diminished, provides little habitat or environmental value and increases risks to the City in terms of safety (both human and property) and escalated costs from maintaining this portion of the forest as well as the eventual need for full removal of the forest. The plan aimed to remove this forest and all of the invasive undergrowth in order to replant with a combination of native prairie and woodland habitat to restore the land to its pre-settlement vegetation to improve water, soil and the overall environment for this park and surrounding areas. However, it is understood that the loss of this particular woodland has an immediate visual and screening impact to adjacent homeowners.

Due to significant concern voiced by residents, staff is suggesting the plan be modified to include a phasing option for restoration. This addendum to the plan serves as a tool in managing those resident concerns.

The phased plan (figure 1) would prioritize management units 1 and 3 which requires significantly less woodland reduction and are currently the most meaningful zones to restore given the proximity to the lake. Management unit 2 (Red Pine Forest) would be a secondary priority for restoration. By prioritizing in this manner, staff can continue to improve the park's environmental value while mitigating the resident concerns from the surrounding neighborhood. However, it should be noted that doing so results in a majority of the park moving to a classification C in our Public Open Space Management Program while the Red Pine Forest will remain a Class E. Class E areas receive little to no maintenance activity within that section of forest unless there is a public safety risk or trail hindrance. Because of the overplanting of the Red Pines, it is very challenging for crews to access any forest-related maintenance concerns without removing swaths of trees to allow equipment access. Attached

with this report is the City's Public Open Space Management Program which further details management principles.

The proposed phased approach will focus on management units 1 and 3 for the first five years or more while also monitoring conditions of the Red Pine forest. Once the Red Pine forest deteriorates to a point of necessity for removal or restoration, staff can revisit this plan for proposing implementation of management unit 2. Timing of that would be based on forest conditions.

Conservation Partners Legacy Grant

The City has a proud history of partnering with the MN Department of Natural Resources for projects similar to Still Ponds Park through their Conservation Partners Legacy Program.

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 within Still Ponds Park Preserve.

The application will consist of restoring management units 1 and 3 in the amended plan. If the application is successful, staff will bring the grant agreement back to City Council for final review and approval.

Grant Budget

The estimated 3-year project cost for restoration of Still Ponds units 1 and 3 is approximately \$480,000. The CPL program offers funding for at least three years of restoration work. The grant application will closely reflect the grant budget below:

Total Project Cost	\$480,000
DNR Grant Share	\$432,000
City In-Kind Contribution and/or Cash(10%)	\$ 48,000

City contribution/match would come from some combination of cash and in-kind support. In-kind support includes project management labor, park maintenance labor/equipment, volunteer labor and more. Cash contributions include items like trees purchases, contractor payments, seed enhancements and more. Cash matches are typically sourced from the Public Landscapes Initiative Fund.

Staff Recommendation

1. Approve Still Ponds Natural Resources Management Plan Amendment.
2. Approve grant application for the MN Department of Natural Resource's Conservation Partners Legacy grant in the amount of \$480,000 to restore Still Ponds Park management units 1 and 3 in accordance to the amended Natural Resources Management Plan.

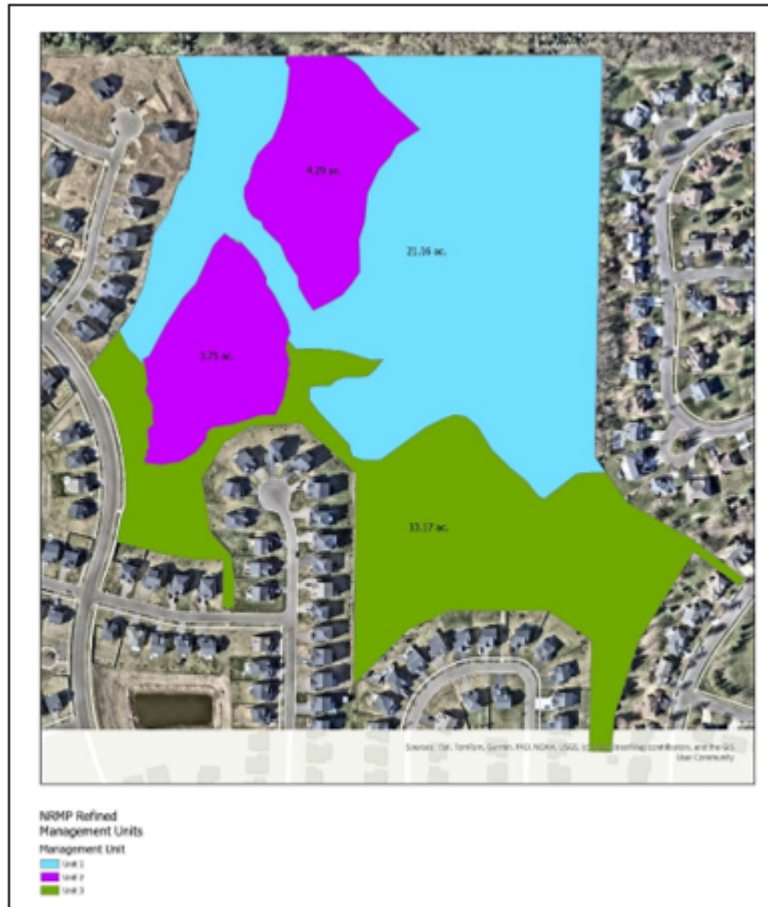
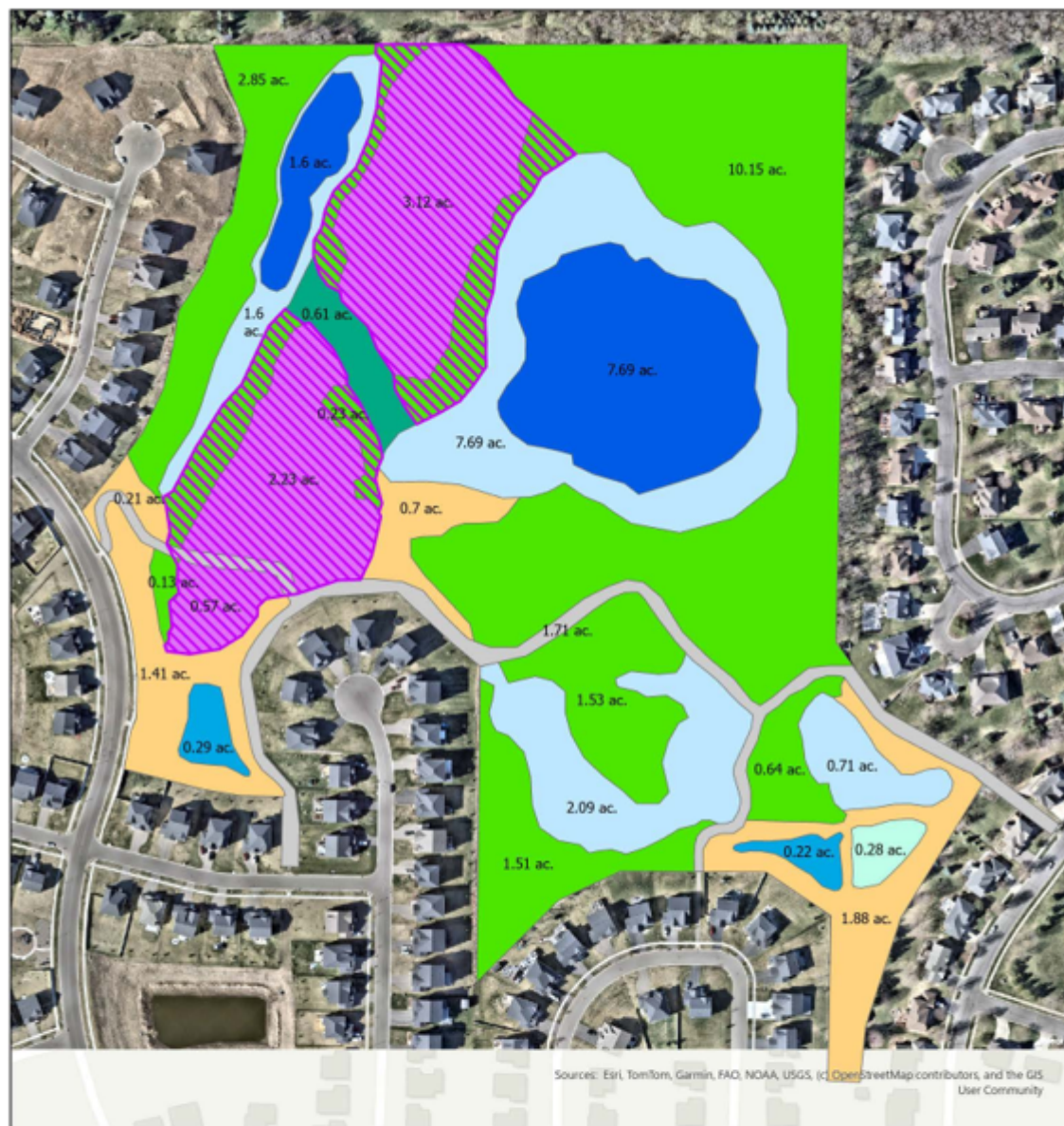


Figure 1. Still Ponds Management units update.



Management Type

Restoration Type

- Buffer (upland): 4.2 acres
- Infiltration Basin: 0.28 acres
- Lowland Forest: 0.61 acres
- Pine Plantation (phase 2): 5.92 acres
- Pond: 0.51 acres
- Trail and edge: 1.71 acres
- Wetland: 12.09 acres
- Oak Woodland: 17.04 acres
- Open Water: 9.94 acres

Phasing

Project Phasing

- Phase 2: 8.04 acres

Figure 2. Still Ponds Management Goals

Project Budget Estimate

Existing Land Cover Cover Goals		Recommended Actions	Year 1	Year 2	Year 3	Year 4	Notes and Assumptions
Management Unit 1							
Altered non-native Woodland 11.4 Acres	FDs37	Invasive Species Management- Woody	\$59,280				\$5,200/Acre - mowing, spot cutting, initial herbicide
		Canopy thinning of unhealthy and Ecologically Inappropriate Trees & around Save Trees	\$79,200				\$8,000/Acre - Canopy Thin and cutting + removal of material
		Understory Enhancement seeding and planting	\$0	\$31,920	\$31,920		\$2,800/Acre - two year seed rain + selected plantings (trees and shrubs)
		Continued Enhancement	\$0	\$22,800	\$22,800	\$11,400	\$2,000/Acres; 2 visits per year. Post emergence treatment of invasives
Open Water & Wet Meadow 9.9 Acres	Opn92 & WMn82	Invasive Species Management- Reed Canary Grass	\$7,500	\$5,000	\$2,500		summer seed reduction mowing and fall herbicide
		Invasive Species Management- Purple Loosestrife Bio control	\$1,200	\$1,200			Loosestrife Beetle Releases
		Vegetation enhancement	\$0	\$4,500	\$4,500	\$4,500	Overseed and Diversity Planting
Management Unit 3							
Stormwater Ponds and Buffers 7.58 Acres		Invasive Species Management- Upland Herbaceous	\$16,000	\$16,000	\$8,000	\$4,000	To Include mowing and herbicide treatments (multiple year seedbanks)
		Interseeding		\$5,200		\$5,200	Oveseed after burns
		Invasive Species Management- Reed Canary Grass/Narrow-Leaved Cattail	\$7,200	\$2,400	\$2,400		Lowland sites RCG control - seedset mowing, fall herbicide treatments
		Prescribed Burning	\$8,900			\$8,900	Final year to reset for second overseed
Woodland 3.66 Acres	MHs39/49	Invasive Species Management- Woody	\$19,032				To Include mowing and herbicide treatments (multiple year seedbanks)
		Tree Removal- Canopy thinning of unhealthy and or Ecologically Inappropriate Trees and around save trees	\$29,280				\$8,000/Acre - Canopy Thin and cutting + removal of material
		Enhancement- Understory seeding and planting		\$10,360	\$10,360		\$2,800/Acre - two year seed rain + selected plantings (wetland herbaceous)
		Continued Enhancement / Restoring Ecosystem processes		\$13,000	\$13,000	\$6,500	Focus on post emergence treatment of invasives + grazing or prescribed fire as appropriate to site conditions

STILL PONDS NATURAL RESOURCES MANAGEMENT PLAN AMENDMENT

TO: City of Cottage Grove
FROM: Tony Randazzo, South Washington Watershed District
Tara Kelly, Washington County Conservation District
Elissa Thompson, Washington County Conservation District
DATE: September 4, 2026

RE: Still Ponds Restoration Work

The Still Ponds Natural Resource Management Plan was completed in 2025 and was approved by the Cottage Grove City Council summer of 2026. On August 10th, a neighborhood meeting was held to discuss the management recommendations in the plan and the process for applying and implementing a MN DNR Conservation Partners Legacy grant. Based on the feedback from residents in attendance, the plan will prioritize management units 1 and 3 at this time. The pine plantations in Unit 2 will remain untouched until conditions merit further action.

The restoration work will affect how these units are classified by the City of Cottage Grove in its' Public Open Space Management Plan. If the Conservation Partners Legacy grant is received and implemented, Units 1 and 3 will be shifted to a C classification while Unit 2 will remain an E classification. This is due to the challenges of getting staff or equipment into an unmanaged forest to clear any fallen trees.

The proposed application will include Units 1 and 3 as shown in Figures 1 and 2. Areas immediately adjacent to the pine stands in Unit 2 will also not be restored in order to preserve protection against windthrow within pines. The timeline and budget for this work have been adjusted to reflect changes in acreage and included in Table 1.

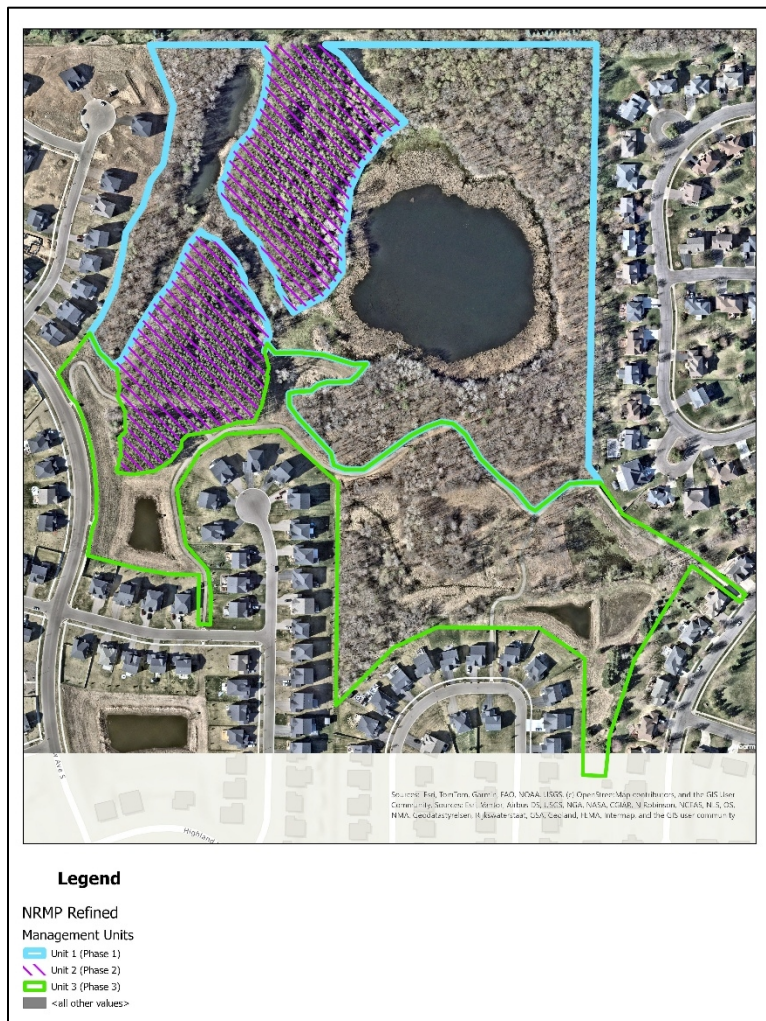


Figure 1. Still Ponds Management units update.

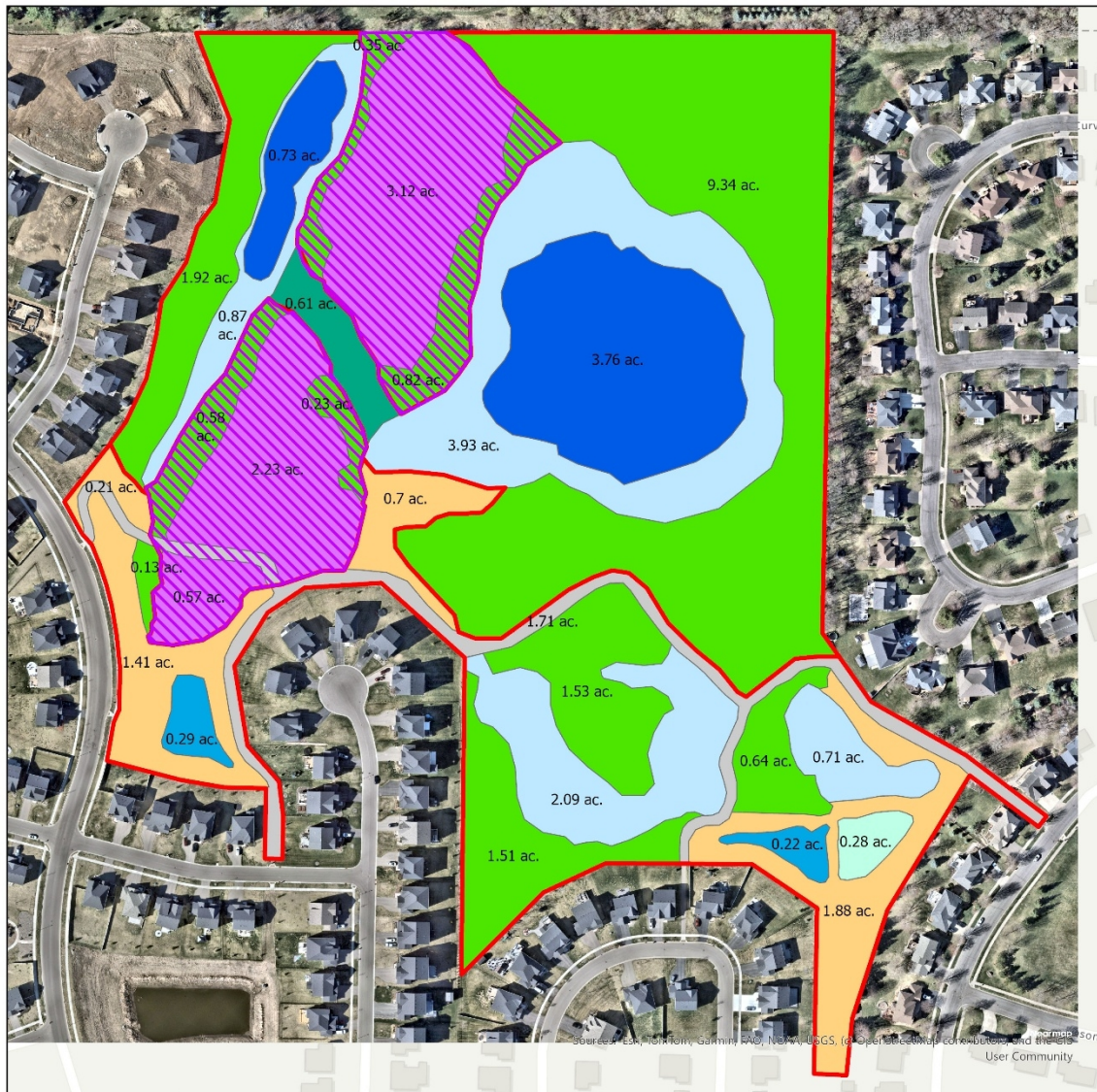


Figure 2. Still Ponds Management Goals

Table 1.

Existing Land Cover Acres		Priority	Year 1	Year 2	Year 3	Year 4	TOTAL
Management Unit 1		High					
Altered non-native Woodland FDs37	11.4		\$ 138,480.00	\$ 54,720.00	\$ 54,720.00	\$ 11,400.00	\$ 259,320.00
Open Water, Wet Meadow & Lowland Forest	9.9		\$ 8,700.00	\$ 10,700.00	\$ 11,500.00	\$ -	\$ 30,900.00
Management Unit 3		Moderate					
Stormwater Ponds and Buffers UPs24	7.6		\$ 32,100.00	\$ 23,600.00	\$ 10,400.00	\$ 18,100.00	\$ 84,200.00
Woodland MHs39 or MHs49	3.7		\$ 48,312.00	\$ 23,360.00	\$ 23,360.00	\$ 6,500.00	\$ 101,532.00
							\$ 475,952.00

Existing Land Cover	Land Cover Goals	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Notes and Assumptions
Management Unit 1							
Altered non-native Woodland 11.4 Acres	FDs37	Invasive Species Management- Woody	\$ 59,280.00				\$5,200/Acre - mowing, spot cutting, initial herbicide
		Canopy thinning of unhealthy and Ecologically Inappropriate Trees & around Save Trees	\$ 79,200.00				\$8,000/Acre - Canopy Thin and cutting + removal of material
		Understory Enhancement seeding and planting	\$ -	\$31,920.00	\$31,920.00		\$2,800/Acre - two year seed rain + selected plantings (trees and \$2,000/Acres; 2 visits per year. Focus on post emergence treatment of invasives
		Continued Enhancement	\$ -	\$22,800.00	\$22,800.00	\$11,400.00	summer seed reduction mowing and fall herbicide
Open Water & Wet Meadow 9.9 Acres	Opn92 & WMn82	Invasive Species Management- Reed Canary Grass	\$ 7,500.00	\$ 5,000.00	\$ 2,500.00		summer seed reduction mowing and fall herbicide
		Invasive Species Management- Purple Loosestrife Bio control	\$ 1,200.00	\$ 1,200.00			Loosestrife Beetle Releases
		Vegetation enhancement	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	Overseed and Diversity Planting
Management Unit 3							
Stormwater Ponds and Buffers 7.58 Acres		Invasive Species Management- Upland Herbaceous	\$16,000	\$16,000	\$8,000	\$4,000	To Include mowing and herbicide treatments (multiple year)
		Interseeding		\$5,200		\$5,200	Oveseed after burns
		Invasive Species Management- Reed Canary Grass/Narrow-Leaved Cattail	\$7,200	\$2,400	\$2,400		Lowland sites RCG control - seedset mowing, fall herbicide treatments
		Prescribed Burning	\$8,900			\$8,900	1st year to set site for restoration. Final year to reset for second
Woodland 3.66 Acres	MHs39/49	Invasive Species Management- Woody	\$19,032				To Include mowing and herbicide treatments (multiple year)
		Tree Removal- Canopy thinning of unhealthy and or Ecologically Inappropriate Trees and around save trees	\$29,280				\$8,000/Acre - Canopy Thin and cutting + removal of material
		Enhancement- Understory seeding and planting		\$10,360	\$10,360		\$2,800/Acre - two year seed rain + selected plantings (wetland herbaceous)
		Continued Enhancement / Restoring Ecosystem processes		\$13,000	\$13,000	\$6,500	Focus on post emergence treatment of invasives + grazing or prescribed fire as appropriate to site conditions



City Council Action Request

7.S.

Meeting Date 9/16/2026

Department Parks and Recreation

Agenda Category Action Item

Title Peterson Park Plans and Specifications Service Agreement

Staff Recommendation Authorize professional service agreement with Loucks, Inc. for development of plans and specifications for Peterson Park for \$46,500.

Budget Implication \$46,500 from Park Trust Fund

Attachments	1.	Agreement for Professional Services (Cottage Grove) Loucks - Peterson Park clean 9-5-26-LOUCKS SIGNED
	2.	Agreement for Professional Services (Cottage Grove) Loucks - Peterson Park clean 9-5-26-LOUCKS SIGNED

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 16 day of September, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Loucks, Inc., 12755 Highway 55, R100, Plymouth, MN 55441 ("Consultant").

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:
 - i. A proposal dated August 5, 2026, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the not-to-exceed compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The

City will not pay additional compensation for Services that do not have prior written authorization.

- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as stated herein.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable

time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

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

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

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

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

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

Or emailed: zdockter@cottagegrovemn.gov

If to Consultant: Loucks, Inc.
12755 Highway 55, R100
Plymouth, MN 55441
Attention: Jordan Gedrose

Or emailed: jgedrose@loucksinc.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

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

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

LOUCKS



Digitally signed by
Nicholas M. Mannel
Date: 2026.09.08
15:25:18-05'00'

Signature: _____

Name: Nicholas
MannelCEO9/8/2026

Its: _____

Date: _____



August 5, 2026

Zac Dockter
Parks and Recreation Director
City of Cottage Grove
8635 W Pt Douglas Rd S
Cottage Grove, MN 55016

**RE: Proposal for Final Design & Bidding Assistance Services for Peterson Park
Cottage Grove, MN
Loucks Proposal No. P260443**

Dear Mr. Dockter,

We are pleased to provide you with this proposal for Final Design & Bidding Assistance Services for the development of Peterson Park, a new approximately 4 acre park located at the intersection of Ravine Parkway and Jamaica Ave S. We look forward to working with you and City Staff on this exciting project.

PROJECT UNDERSTANDING

We understand that the final design for this project will be based on the Peterson Park Preferred Concept Plan, dated February 13, 2025, prepared by Loucks. The proposed park improvements include a shelter, play area, seating areas, paved trails, a floating dock, a pollinator garden, and landscape restoration.

Based on our conversation on July 14, 2026, we understand that the project will include a prefabricated shelter in lieu of the previously proposed restroom building and shade canopy. We also understand that the City has been awarded funding through the Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program to support implementation of the project.

Loucks will serve as the City's primary point of contact throughout the project and has assembled a team of trusted subconsultants to provide specialized expertise in electrical and structural engineering. We have partnered with Braun Intertec to provide geotechnical engineering services. Braun Intertec's proposal is included as an attachment and will be administered under a separate, direct contract between the City of Cottage Grove and Braun Intertec. We understand that the City will coordinate directly with the selected play equipment vendor to procure equipment that is consistent with the play area identified in the Preferred Concept Plan.

The access drive, parking lot, and utility improvements will be designed and constructed by others. Additionally, the trail adjacent to the stormwater pond and Lake Robert is identified as a future improvement and is not included within the scope of this project. We understand that the project is anticipated to be advertised for bidding in February 2027, with construction expected to begin in the spring of 2027.

Note: See attached exhibit for revised concept plan exhibit.

Loucks considers this document a contract for the work described below. As such, if there are any items which do not meet your needs, please let us know and we will make the necessary adjustments.

SCOPE OF WORK

The scope of work for will include the following work tasks:

DESIGN SERVICES

1. Project Management

- A. Loucks will facilitate an in-person Kick-off Meeting with city staff to review project goals, budget, and schedule. Loucks will provide meeting minutes.
- B. Site-visit to review site conditions.

2. Geotechnical Exploration

Below is a summary of geotechnical services. Please see Braun Intertec's proposal attached for detailed information.

Loucks has partnered with Braun Intertec to complete geotechnical services that include:

- A. Up to (5) standard penetration tests at 2 ½ foot vertical intervals to a depth of about 15 feet.
- B. Develop a geotechnical report that includes:
 - a. A sketch showing the exploration locations.
 - b. Logs of the soil borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
 - c. A summary of the subsurface profile and groundwater conditions.
 - d. Discussion identifying the subsurface conditions that will impact design and construction.
 - e. Discussion regarding the reuse of on-site materials during construction.
 - f. Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
 - g. Recommendations for use in the design and construction of the bituminous and concrete surfaced trails, shade structures, and prefabricated shelter.

3. Final Construction Documents

Loucks will prepare the following:

- A. 30% Construction Drawings and Cost Estimate. Construction Drawings will be shared in electronic pdf format. The plan set will include:
 - a. Title Sheet
 - b. Existing Conditions and Demolition Plan
 - c. Site Layout Plan
 - d. Grading and Drainage Plan
 - e. Erosion Control and SWPPP
 - f. Water Service Utility Plan
 - g. Landscape Plan
 - h. Construction Details
 - i. Electrical Plan
 - Loucks has partnered with Emanuelson Podas to provide an electrical plan to provide a security light in the shade structure

Cost Estimate: Loucks will develop the statement of quantities based on the final design documents to formulate a current cost estimate.

B. 30% Review Meeting with Owner

- a. Loucks will facilitate a virtual meeting to review the current plan set and cost estimate.

- C. 60% Construction Drawings and Cost Estimate
 - a. The plan set will include a further advanced plan set and revisions per owner comments.
 - b. A draft project manual will be provided for review including technical specifications.
 - D. 60% Review Meeting with Owner
 - a. Loucks will facilitate a virtual meeting to review the current plan set, specifications, and cost estimate.
 - E. Permitting
 - Anticipated permits include:
 - a. Drinking Fountain: MN Department of Labor and Industry
 - b. Floating Dock: City of Cottage Grove
 - c. Environmental: NPDES
 - F. 90% Construction Drawings and Cost Estimate
 - a. The plan set will include a further advanced plan set and specifications and will include revisions per owner's comments.
 - b. Coordination of City Front End Specification with owner.
 - G. 90% Review Meeting with Owner
 - a. Loucks will facilitate a virtual meeting to review the current plan set, specifications, and cost estimate.
 - H. 100% Project Manual
 - a. Loucks will provide the project manual including plans, specifications, and bid form in electronic format to the owner.
4. **Bidding Assistance**
- a. Quest CDN posting for public bidding
 - b. We will answer questions and distribute addenda as needed while bidding is under way.
 - c. We will review a bid tabulation(s) of all bids received and assist in evaluating and recommending project award.

PROJECT SCHEDULE

Anticipated Schedule as shown:

Project Kick-off	September
30% Review Meeting	October
Geotechnical Borings	October
60% Review Meeting	November
90% Review Meeting	December
100% Project Manual	January 2027
Bidding	February

ASSUMPTIONS & EXCLUSIONS

1. The access drive, parking lot, and associated underground utilities will be designed and installed by others.

2. The trail adjacent to the stormwater pond and Lake Robert is a future improvement and is not included within the scope of this project.
3. A topographic survey is not included in this proposal. We will design the park site based on the CAD design files from the city which we understand will include mass grading of the site. If the site is not graded per the design files, an updated topographic survey may be required.
4. The city will coordinate all documentation required for the grant funding.
5. The shelter and shade umbrella will be premanufactured and will include sealed engineering drawings including footing design.
6. The adjacent development has provided stormwater management large enough to accommodate the requirements of the proposed park site. Design of additional stormwater management is not included.
7. Wetland delineations, impact, and/or mitigation is not included in this proposal.
8. The city will coordinate with the selected play equipment vendor to select equipment. Loucks will provide the play area container and adjacent connections.
9. The city will provide required front-end specification documents.
10. Permitting for the floating dock through the DNR will not be required if dock width is less than 8'.
11. This proposal does not include Loucks staff attending Parks Commission or City Council Meetings. Loucks can attend/present at meetings for an additional fee.
12. Loucks is not a certified NPDES/SWPPP inspector. The contractor that installs these facilities is required to be certified. Loucks will provide observation of the installation.
13. Construction Administration is not included in this proposal.

COMPENSATION

The scope of work defined above is a thorough representation of the work we believe is necessary to complete the design and construction of the trail. Our fees for this work are included as a lump sum not to exceed the following amounts unless a significant change in project or work scope is encountered.

LOUCKS DESIGN & BIDDING TASKS	FEE
Project Management	\$1,500
Final Design	\$41,500
Bidding Assistance	\$3,500
LOUCKS FEE TOTAL	\$46,500

Geotechnical Exploration (City contracts directly with Braun Intertec) \$9,800
See contract attached

Reimbursable Expenses \$100
Reimbursable expenses such as mileage and delivery service have been included in the lump sum above.

Permit and submittal review fees are not included and will be billed to the client in addition to the reimbursable expenses listed.

CLOSURE

Only the services listed above in the Scope of Work are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Revisions to the plans that are required by you, the Owner, if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf, will be considered additional services.

Attached to this proposal are Loucks General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. ~~By signing this contract, you are agreeing that they have been read, understood and accepted. If this proposal is acceptable to you please sign below and return to us as written authorization to proceed.~~

Loucks appreciates the opportunity to present this proposal to you and would like to personally discuss at your earliest convenience. We look forward to working with you!

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

LOUCKS


Jordan Gedrose, PLA
Landscape Architect/Project Manager


Nathan Ekhoft, PLA
Director of Landscape Architecture

Encl: Loucks General Conditions
Loucks Hourly Rate and Reimbursable Expenses Sheet

ACCEPTANCE BY:

By: _____
City of Cottage Grove

Date: _____

Loucks is an Equal Opportunity Employer



February 13, 2025
 Project No. 250688



PETERSON PARK
 COTTAGE GROVE, MN

PREFERRED
 CONCEPT



HOURLY RATE FEE SCHEDULE

Effective January 1, 2026



Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
Landscape Architecture	Principal Landscape Architect	254
	Associate Landscape Architect	230
	Senior Landscape Architect.....	223
	Landscape Architect.....	191
	Landscape Designer	167
Engineering	Principal Engineer.....	278
	Associate Engineer	250
	Senior Project Engineer.....	238
	Project Engineer Manager.....	222
	Engineer In Training (EIT)	192
	Senior Engineering Technician.....	180
	Engineering Technician	148
	Senior Construction Representative	204
	Construction Representative.....	175
Surveying	Principal Surveyor	267
	Associate Surveyor	241
	Project Surveyor	206
	Land Surveyor in Training.....	175
	Construction Survey Specialist	185
	Senior Survey Technician.....	182
	Survey Technician	146
	Survey Crew Chief.....	181
	Survey Field Technician	138
	Two Person Survey Crew*	319
	One Person Survey Crew*.....	225
Scanning	3D Imaging Crew Chief with Scanner	345
	3D Imaging Technician.....	197
Graphics	Graphic Designer.....	191
Administration	Administration Assistance (Clerical)	135
	*For Projects Requiring Certified Health & Safety Training Add Per Employee	79
Reimbursable Expenses	Mileage.....	\$0.80 per mile

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GENERAL CONDITIONS



1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:
 - 1.1.1. ~~The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.~~
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.
- 1.3. The CLIENT shall provide for Loucks right to enter from time-to-time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
 - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

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www.loucksinc.com | 12755 Highway 55, Suite R100, Plymouth, MN 55441 | 763.424.5505

- 2.6. ~~(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.~~

~~(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN-WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.~~

- 2.7. ~~In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.~~

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

- 3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.
- 3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.
- 3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.
- 3.4. ~~If the services covered by the Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.~~
- 3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.
- 3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.
- 3.7. ~~The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.~~

4.0 REIMBURSABLE EXPENSES

- 4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:
- 4.2. Transportation in connection with the Project, ~~out-of-town travel~~, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

- 4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION AND TESTING

- 6.1. Loucks shall render Construction Document interpretations necessary for the proper execution or progress of those portions of the Work designed by Loucks with reasonable promptness.
- 6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.
- 6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

- 7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

- 8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.
- 8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.
- 8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.
- 8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.
- 8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.
- 8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking out original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 ~~TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK~~

- ~~12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.~~
- ~~12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.~~
- ~~12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.~~
- ~~12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.~~

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- ~~14.1. The CLIENT shall indemnify and hold harmless Loucks, from claims resulting from the performance of the work; provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to Work itself) including loss of use or resulting therefrom, and (b) is caused in whole~~

~~or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.~~

- ~~14.2. Loucks shall indemnify and hold harmless Client, from claims resulting from the Work performed provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of Loucks.~~

15.0 ASSIGNMENT

- 15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

- ~~16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.~~

- ~~16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.~~

17.0 AFFIRMATIVE ACTION

- 17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 8 day of September, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Loucks, Inc., 12755 Highway 55, R100, Plymouth, MN 55441 ("Consultant").

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:
 - i. A proposal dated August 5, 2026, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the not-to-exceed compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The

City will not pay additional compensation for Services that do not have prior written authorization.

- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as stated herein.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable

time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

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

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

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

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

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

Or emailed: zdockter@cottagegrovemn.gov

If to Consultant: Loucks, Inc.
12755 Highway 55, R100
Plymouth, MN 55441
Attention: Jordan Gedrose

Or emailed: jgedrose@loucksinc.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

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

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

LOUCKS



Digitally signed by
Nicholas M. Mannel
Date: 2026.09.08
15:25:18-05'00'

Signature: _____

Name: _____ **Nicholas Mannel**

Its: _____ **CEO**

Date: _____ **9/8/2026**



August 5, 2026

Zac Dockter
Parks and Recreation Director
City of Cottage Grove
8635 W Pt Douglas Rd S
Cottage Grove, MN 55016

**RE: Proposal for Final Design & Bidding Assistance Services for Peterson Park
Cottage Grove, MN
Loucks Proposal No. P260443**

Dear Mr. Dockter,

We are pleased to provide you with this proposal for Final Design & Bidding Assistance Services for the development of Peterson Park, a new approximately 4 acre park located at the intersection of Ravine Parkway and Jamaica Ave S. We look forward to working with you and City Staff on this exciting project.

PROJECT UNDERSTANDING

We understand that the final design for this project will be based on the Peterson Park Preferred Concept Plan, dated February 13, 2025, prepared by Loucks. The proposed park improvements include a shelter, play area, seating areas, paved trails, a floating dock, a pollinator garden, and landscape restoration.

Based on our conversation on July 14, 2026, we understand that the project will include a prefabricated shelter in lieu of the previously proposed restroom building and shade canopy. We also understand that the City has been awarded funding through the Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program to support implementation of the project.

Loucks will serve as the City's primary point of contact throughout the project and has assembled a team of trusted subconsultants to provide specialized expertise in electrical and structural engineering. We have partnered with Braun Intertec to provide geotechnical engineering services. Braun Intertec's proposal is included as an attachment and will be administered under a separate, direct contract between the City of Cottage Grove and Braun Intertec. We understand that the City will coordinate directly with the selected play equipment vendor to procure equipment that is consistent with the play area identified in the Preferred Concept Plan.

The access drive, parking lot, and utility improvements will be designed and constructed by others. Additionally, the trail adjacent to the stormwater pond and Lake Robert is identified as a future improvement and is not included within the scope of this project. We understand that the project is anticipated to be advertised for bidding in February 2027, with construction expected to begin in the spring of 2027.

Note: See attached exhibit for revised concept plan exhibit.

Loucks considers this document a contract for the work described below. As such, if there are any items which do not meet your needs, please let us know and we will make the necessary adjustments.

SCOPE OF WORK

The scope of work for will include the following work tasks:

DESIGN SERVICES

1. Project Management

- A. Loucks will facilitate an in-person Kick-off Meeting with city staff to review project goals, budget, and schedule. Loucks will provide meeting minutes.
- B. Site-visit to review site conditions.

2. Geotechnical Exploration

Below is a summary of geotechnical services. Please see Braun Intertec's proposal attached for detailed information.

Loucks has partnered with Braun Intertec to complete geotechnical services that include:

- A. Up to (5) standard penetration tests at 2 ½ foot vertical intervals to a depth of about 15 feet.
- B. Develop a geotechnical report that includes:
 - a. A sketch showing the exploration locations.
 - b. Logs of the soil borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
 - c. A summary of the subsurface profile and groundwater conditions.
 - d. Discussion identifying the subsurface conditions that will impact design and construction.
 - e. Discussion regarding the reuse of on-site materials during construction.
 - f. Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
 - g. Recommendations for use in the design and construction of the bituminous and concrete surfaced trails, shade structures, and prefabricated shelter.

3. Final Construction Documents

Loucks will prepare the following:

- A. 30% Construction Drawings and Cost Estimate. Construction Drawings will be shared in electronic pdf format. The plan set will include:
 - a. Title Sheet
 - b. Existing Conditions and Demolition Plan
 - c. Site Layout Plan
 - d. Grading and Drainage Plan
 - e. Erosion Control and SWPPP
 - f. Water Service Utility Plan
 - g. Landscape Plan
 - h. Construction Details
 - i. Electrical Plan
 - Loucks has partnered with Emanuelson Podas to provide an electrical plan to provide a security light in the shade structure

Cost Estimate: Loucks will develop the statement of quantities based on the final design documents to formulate a current cost estimate.

B. 30% Review Meeting with Owner

- a. Loucks will facilitate a virtual meeting to review the current plan set and cost estimate.

- C. 60% Construction Drawings and Cost Estimate
 - a. The plan set will include a further advanced plan set and revisions per owner comments.
 - b. A draft project manual will be provided for review including technical specifications.
 - D. 60% Review Meeting with Owner
 - a. Loucks will facilitate a virtual meeting to review the current plan set, specifications, and cost estimate.
 - E. Permitting
 - Anticipated permits include:
 - a. Drinking Fountain: MN Department of Labor and Industry
 - b. Floating Dock: City of Cottage Grove
 - c. Environmental: NPDES
 - F. 90% Construction Drawings and Cost Estimate
 - a. The plan set will include a further advanced plan set and specifications and will include revisions per owner's comments.
 - b. Coordination of City Front End Specification with owner.
 - G. 90% Review Meeting with Owner
 - a. Loucks will facilitate a virtual meeting to review the current plan set, specifications, and cost estimate.
 - H. 100% Project Manual
 - a. Loucks will provide the project manual including plans, specifications, and bid form in electronic format to the owner.
4. **Bidding Assistance**
- a. Quest CDN posting for public bidding
 - b. We will answer questions and distribute addenda as needed while bidding is under way.
 - c. We will review a bid tabulation(s) of all bids received and assist in evaluating and recommending project award.

PROJECT SCHEDULE

Anticipated Schedule as shown:

Project Kick-off	September
30% Review Meeting	October
Geotechnical Borings	October
60% Review Meeting	November
90% Review Meeting	December
100% Project Manual	January 2027
Bidding	February

ASSUMPTIONS & EXCLUSIONS

1. The access drive, parking lot, and associated underground utilities will be designed and installed by others.

2. The trail adjacent to the stormwater pond and Lake Robert is a future improvement and is not included within the scope of this project.
3. A topographic survey is not included in this proposal. We will design the park site based on the CAD design files from the city which we understand will include mass grading of the site. If the site is not graded per the design files, an updated topographic survey may be required.
4. The city will coordinate all documentation required for the grant funding.
5. The shelter and shade umbrella will be premanufactured and will include sealed engineering drawings including footing design.
6. The adjacent development has provided stormwater management large enough to accommodate the requirements of the proposed park site. Design of additional stormwater management is not included.
7. Wetland delineations, impact, and/or mitigation is not included in this proposal.
8. The city will coordinate with the selected play equipment vendor to select equipment. Loucks will provide the play area container and adjacent connections.
9. The city will provide required front-end specification documents.
10. Permitting for the floating dock through the DNR will not be required if dock width is less than 8'.
11. This proposal does not include Loucks staff attending Parks Commission or City Council Meetings. Loucks can attend/present at meetings for an additional fee.
12. Loucks is not a certified NPDES/SWPPP inspector. The contractor that installs these facilities is required to be certified. Loucks will provide observation of the installation.
13. Construction Administration is not included in this proposal.

COMPENSATION

The scope of work defined above is a thorough representation of the work we believe is necessary to complete the design and construction of the trail. Our fees for this work are included as a lump sum not to exceed the following amounts unless a significant change in project or work scope is encountered.

LOUCKS DESIGN & BIDDING TASKS	FEE
Project Management	\$1,500
Final Design	\$41,500
Bidding Assistance	\$3,500
LOUCKS FEE TOTAL	\$46,500

Geotechnical Exploration (City contracts directly with Braun Intertec) \$9,800
See contract attached

Reimbursable Expenses \$100
Reimbursable expenses such as mileage and delivery service have been included in the lump sum above.

Permit and submittal review fees are not included and will be billed to the client in addition to the reimbursable expenses listed.

CLOSURE

Only the services listed above in the Scope of Work are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Revisions to the plans that are required by you, the Owner, if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf, will be considered additional services.

Attached to this proposal are Loucks General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. ~~By signing this contract, you are agreeing that they have been read, understood and accepted. If this proposal is acceptable to you please sign below and return to us as written authorization to proceed.~~

Loucks appreciates the opportunity to present this proposal to you and would like to personally discuss at your earliest convenience. We look forward to working with you!

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

LOUCKS


Jordan Gedrose, PLA
Landscape Architect/Project Manager


Nathan Ekhoft, PLA
Director of Landscape Architecture

Encl: Loucks General Conditions
Loucks Hourly Rate and Reimbursable Expenses Sheet

ACCEPTANCE BY:

By: _____
City of Cottage Grove

Date: _____

Loucks is an Equal Opportunity Employer



February 13, 2025
 Project No. 250688



PETERSON PARK
 COTTAGE GROVE, MN

PREFERRED
 CONCEPT



HOURLY RATE FEE SCHEDULE

Effective January 1, 2026



Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
Landscape Architecture	Principal Landscape Architect	254
	Associate Landscape Architect	230
	Senior Landscape Architect.....	223
	Landscape Architect.....	191
	Landscape Designer	167
Engineering	Principal Engineer.....	278
	Associate Engineer	250
	Senior Project Engineer.....	238
	Project Engineer Manager.....	222
	Engineer In Training (EIT).....	192
	Senior Engineering Technician.....	180
	Engineering Technician	148
	Senior Construction Representative	204
	Construction Representative.....	175
Surveying	Principal Surveyor	267
	Associate Surveyor	241
	Project Surveyor	206
	Land Surveyor in Training.....	175
	Construction Survey Specialist	185
	Senior Survey Technician.....	182
	Survey Technician	146
	Survey Crew Chief.....	181
	Survey Field Technician	138
	Two Person Survey Crew*	319
	One Person Survey Crew*.....	225
Scanning	3D Imaging Crew Chief with Scanner	345
	3D Imaging Technician.....	197
Graphics	Graphic Designer.....	191
Administration	Administration Assistance (Clerical)	135
	*For Projects Requiring Certified Health & Safety Training Add Per Employee	79
Reimbursable Expenses	Mileage.....	\$0.80 per mile

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GENERAL CONDITIONS



1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:
 - 1.1.1. ~~The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.~~
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.
- 1.3. The CLIENT shall provide for Loucks right to enter from time-to-time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
 - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

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www.loucksinc.com | 12755 Highway 55, Suite R100, Plymouth, MN 55441 | 763.424.5505

- 2.6. ~~(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.~~

~~(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN-WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.~~

- 2.7. ~~In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.~~

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

- 3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.
- 3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.
- 3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.
- 3.4. ~~If the services covered by the Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.~~
- 3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.
- 3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.
- 3.7. ~~The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.~~

4.0 REIMBURSABLE EXPENSES

- 4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:
- 4.2. Transportation in connection with the Project, ~~out-of-town travel~~, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

- 4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION AND TESTING

- 6.1. Loucks shall render Construction Document interpretations necessary for the proper execution or progress of those portions of the Work designed by Loucks with reasonable promptness.
- 6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.
- 6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

- 7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

- 8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.
- 8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.
- 8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.
- 8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.
- 8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.
- 8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking out original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 ~~TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK~~

- ~~12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.~~
- ~~12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.~~
- ~~12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.~~
- ~~12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.~~

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- ~~14.1. The CLIENT shall indemnify and hold harmless Loucks, from claims resulting from the performance of the work; provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to Work itself) including loss of use or resulting therefrom, and (b) is caused in whole~~

~~or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.~~

- ~~14.2. Loucks shall indemnify and hold harmless Client, from claims resulting from the Work performed provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of Loucks.~~

15.0 ASSIGNMENT

- 15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

- ~~16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.~~

- ~~16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.~~

17.0 AFFIRMATIVE ACTION

- 17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.



City Council Action Request

7.T.

Meeting Date 9/16/2026

Department Parks and Recreation

Agenda Category Action Item

Title Denzer Irrigation Pump Station Service Agreement

Staff Recommendation Authorize service agreement (with alterations as necessary by City Attorney) with Peterson Companies for Denzer Park irrigation pump station work in the amount of \$26,633.

Budget Implication \$26,633 Park Trust Fund

Attachments

1.	Memo-Pump Station Service Agreement
2.	Peterson Agreement for Contractor Services
3.	Peterson Denzer Park Pump Station Final



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

From: Zac Dockter, Parks and Recreation Director

Date: September 9, 2026

Subject: Denzer Park Irrigation Pump Station Service Agreement

Introduction/Background

Denzer Park construction is nearing completion. One of the last remaining tasks is the installation of the irrigation system. The City's park maintenance team will be installing the majority of the system. However, it is necessary to hire a contractor to provide and install the pump station, electrical connections, controllers, control center concrete pad and enclosure. Staff received two estimates with Peterson Companies being the low quote of \$26,633. This quote includes system startup advisement and necessary field adjustments as well. Peterson Companies is a reliable contractor with several successful turf/irrigation-related projects in Cottage Grove including most recently at Oltman and Glacial Valley Parks.

Staff Recommendation

Authorize service agreement (with alterations as necessary by City Attorney) with Peterson Companies for Denzer Park irrigation pump station work in the amount of \$26,633.

AGREEMENT FOR SERVICES
Denzer Park Irrigation Pump Station

THIS AGREEMENT (“Agreement”) is made and executed this 16th day of September, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and Peterson Companies, 8326 Wyoming Trail, Chisago City, MN 55013 (“Contractor”).

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:
 - i. A proposal dated 9/1/26, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor according to quote in Exhibit A, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement expires 12/31/26. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$175,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
5. TERMINATION AND REMEDIES.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made

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

10. CITY'S REPRESENTATIVE. The City has designated Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Ryan Potvin to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

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

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

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the final completion

date of all Services. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

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

Or emailed: zdockter@cottagegrovemn.gov

If to Contractor: Peterson Companies
8326 Wyoming Trail
Chisago City, MN 55013

Or emailed: rpotvin@petersoncompanies.com

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

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance

with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: _____

Name: _____

Its: _____

Date: _____



PROPOSAL

DATE: 8/17/2026
 COMPANY: City Of Cottage Grove

EXPIRATION DATE: 9/17/2026

SUBMITTED BY: Ryan Potvin

PHONE: 612-366-7175

CONTACT: Ryan Gauter

PHONE: 651-775-8841

PROJECT NAME: Denzer Park

LOCATION: City Of cottage Grove

ITEM #	DESCRIPTION	Quantity	Unit of Measure	UNIT PRICE	TOTAL
1	7.5 hp Watermax Pulse	1	LS	\$ 17,433.00	\$ 17,433.00
2	Watermeter/RPZ Enclosure, Plumbing	1	LS	\$ 5,800.00	\$ 5,800.00
3	Installation and start up	1	LS	\$ 3,400.00	\$ 3,400.00
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
TOTAL:				\$	26,633.00

NOTES AND INCLUSIONS:

Price of installation includes concrete slab, plumbing of Watermeter and RPZ, Watermeter supplied by owner, Power will be by owner.

Please sign below for acceptance of Proposal as stated. We appreciate the opportunity to provide you with this proposal and look forward to working with you. Please feel free to contact me with any questions.

SIGNATURE: _____

NAME: _____

TITLE: _____

PHONE: _____

DATE: _____

P.O. # P&R 00405



City Council Action Request

8.A.

Meeting Date 9/16/2026

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 08-28-2026 through 09-10-2026 in the amount of \$4,573,935.65.

Budget Implication N/A

Attachments

1.	Expense Approval Report 9-16-2026 Council Meeting
2.	Payroll Check Register 9-16-2026 Council Meeting
3.	UB Check Register 9-16-2026 Council Meeting



City Council Action Request

9.A.

Meeting Date 9/16/2026

Department Community Development

Agenda Category Action Item

Title Geneva Meadows 2nd Addition

Staff Recommendation 1) Hold the public hearing for the easement vacation. 2) Adopt Resolution 2026-132 vacating public drainage and utility easements located within the City of Cottage Grove, Minnesota. 3) Adopt Resolution 2026-133 approving the Final Plat for Geneva Meadows 2nd Addition, subject to minor modifications as approved by the City Attorney. 4) Approve the Geneva Meadows Development Agreement with U.S. HOME, LLC D/B/A LENNAR subject to minor modifications as approved by the City Attorney. 5) Adopt Resolution 2026-134 approving the Geneva Meadows 2nd Addition Development Plans dated 8/25/2026, prepared by Pioneer Engineering, subject to final approval by the City Engineer in writing.

Budget Implication N/A

Attachments

1.	Geneva Meadows 2nd CC Memo
2.	Geneva Meadows 2nd Resolution 2026-132 - Easement Vacations
3.	Geneva Meadows 2nd Resolution 2026-133 - Final Plat
4.	Geneva Meadows 2nd Resolution 2026-134 - Approve Plans & Specs
5.	GM2 Exhibit A -EASEMENT VACATION SKETCH EASEMENT VACATION
6.	GM2 Exhibit B - GENEVA MEADOWS 2ND ADDITION Final Plat
7.	GM2 Exhibit C - Signed Development Agreement - final 09.09.2026 revised
8.	GM2 Exhibit D - Geneva Second Development Plans
9.	GM2 Exhibit E - Plan Review 2026-08-24
10.	GM2 Exhibit F - Private Utility Easement Depiction

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

FROM: Max Erickson, Planner

DATE: September 16, 2026

RE: Geneva Meadows 2nd Addition – D&U Easement Vacation, Final Plat,
Development Agreement, Development Plans

Proposal

The City Council is Requested to take the following actions:

1. Hold a public hearing and adopt a resolution approving the vacation of a drainage and utility easement in the rear yard of Lots 1 to 6 of the Felde Addition.
2. Adopt a resolution approving the Final Plat for Geneva Meadows 2nd Addition.
3. Approve the Geneva Meadows 2nd Addition Development Agreement with U.S. HOME, LLC D/B/A LENNAR
4. Adopt a Resolution approving the Geneva Meadows 2nd Addition Development Plans dated 08/25/26, prepared by Pioneer Engineering.

1. Drainage and Utility Easement Vacation

The Preliminary Plat for Geneva Meadows 2nd Addition was reviewed and approved by Council at their June 17, 2026, meeting. The approved Preliminary Plat proposed eight outlots; Outlots A and H with stormwater features to be deeded to the City to maintain and outlots B, C, D, E, F, and G to be deeded to adjacent parcels. These outlots include area that has an existing Gas Pipeline Easement that overlaps a large portion of each outlot. As Outlots B through G posed no public benefit nor planned as open space, Lennar proposed deeding these outlots to the adjacent property owners of the Felde Addition. Properties within two separate plats cannot be combined into one PID; therefore, a deed restriction will be placed on each outlot that requires it to remain under common ownership with the adjacent Felde Addition lot.



Preliminary Plat Outlot Layout

Given Lots 5 and 6 of the Felde Addition were combined into one parcel, the proposed final plat reflects one outlet (Outlot F) to be deeded to the adjacent property as opposed to the two outlets that were shown on the Preliminary Plat. The owner of Lot 3, Felde Addition, does not have interest in acquiring the outlet adjacent to their lot; therefore, the outlet has been incorporated into Lot 11, Block 1 of the final plat.

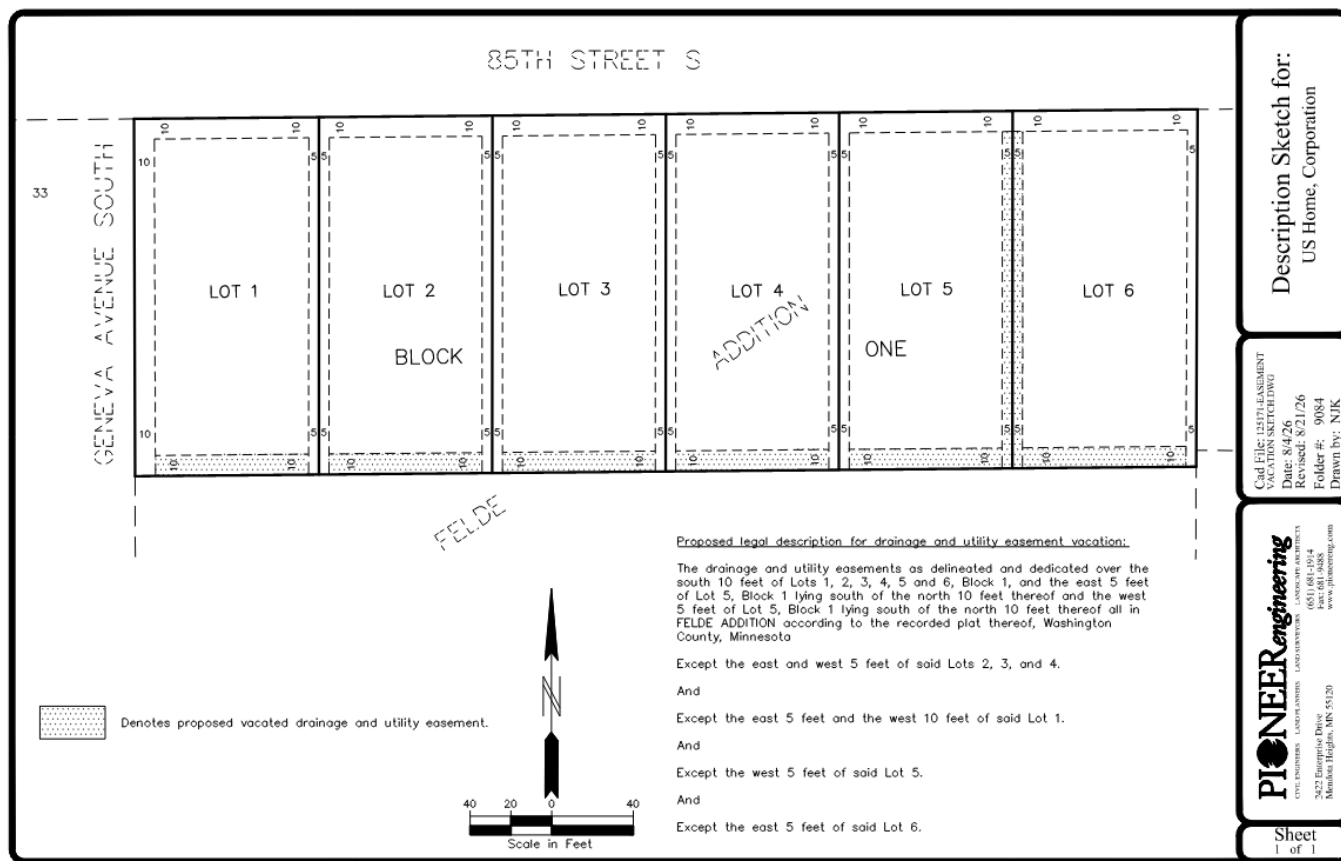
The stormwater outlets will be deeded to the city will be referred to as Outlots A and B on the Final Plat. The total area of all combined outlets will remain the same as approved in the Preliminary Plat.

In order to maintain consistency and protect landowner rights by having unnecessary property restrictions, the existing drainage and utility easement within the rear yard of the Felde Addition lots will be vacated to prevent the ability for small utilities being installed through the middle of commonly owned parcels. Because Lots 5 and 6 of the Felde Addition have been combined under a common Parcel Identification Number, the Drainage and Utility Easement between these two lots will also be vacated. The remaining drainage and utility easement boundaries will continue from all Felde Addition lots into each adjacent outlet as one uninterrupted drainage and utility easement for each commonly owned lot.



Final Plat Outlot Layout

The plat will be recorded at such time that the drainage and utility easement over Lots 1-6 in the Felde Addition have been vacated.



Drainage and Utility Easement Areas to be Vacated in the Felde Addition

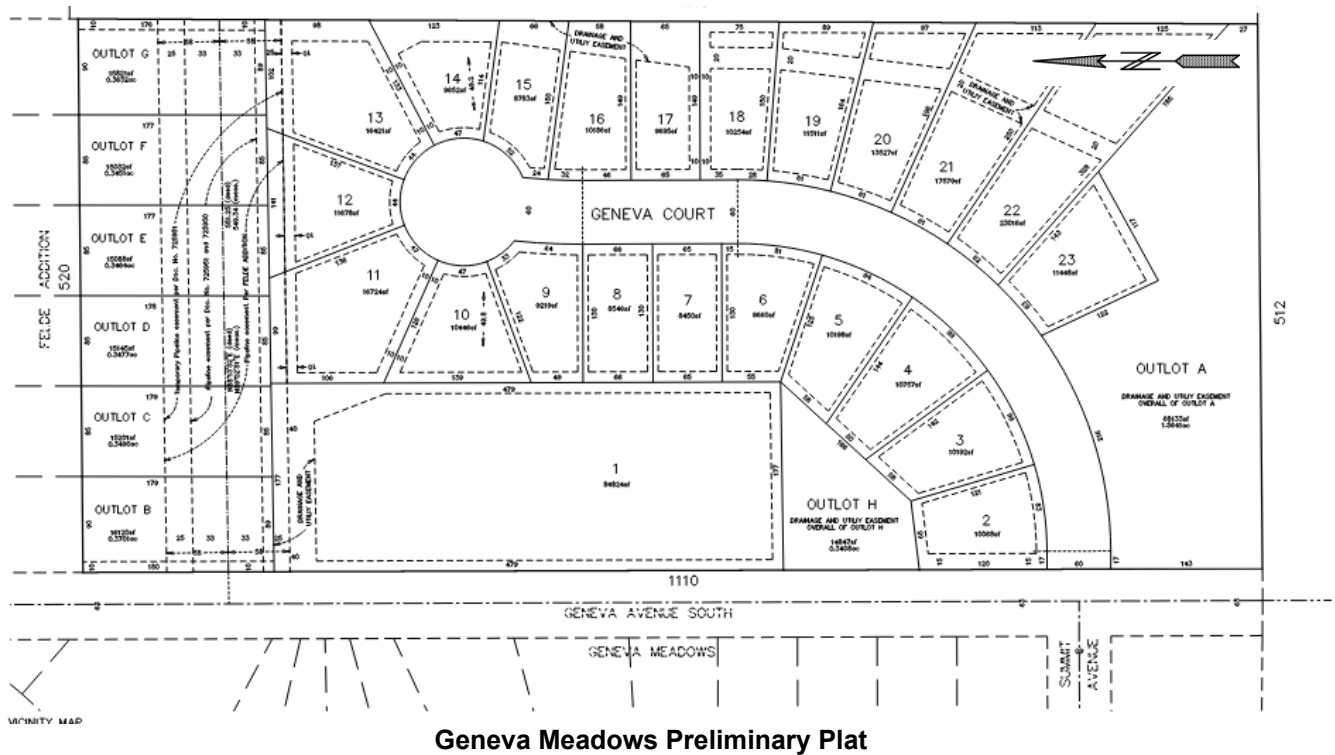
Public Hearing Notices

Public hearing notices were mailed to the 6 property owners that are affected by the removal of drainage and utility easements. No comments have been received at the time of writing this report.

2. Final Plat

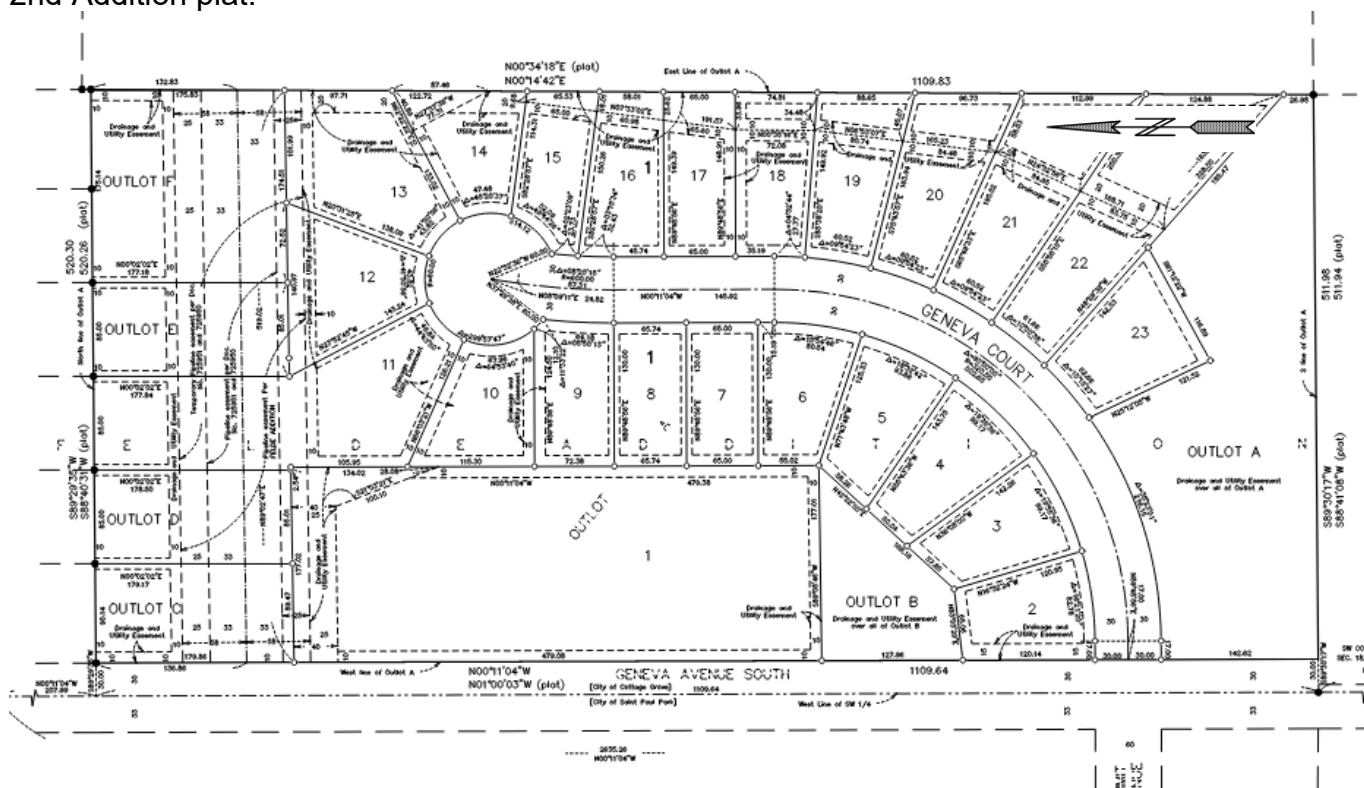
Background

At their June 17, 2026, meeting, Council approved Lennar's application for a Zoning Amendment to re-zone a parcel from R-1, Rural Residential, to R-3, Single Family Residential, and for a Preliminary Plat to be called Geneva Meadows 2nd Addition. The proposal is located on a parcel of land totaling 13.14 acres located at 8591 Geneva Avenue South. The preliminary plat consists of 23 single family lots.



Final Plat Review

The Final Plat will consist of only one phase and will contain 23 single family lots as well as 6 outlots. Outlots A and B will be deeded to the City and will contain stormwater basins. Outlots C through F will be deeded to adjacent Felde Addition property owners. Because the proposed outlots and Felde Addition lots are within separate plats, they cannot be combined into one PID. A deed restriction will be placed on each lot and outlot pairing to maintain common ownership should a lot be sold in the future. The outlots as proposed would not meet minimum lot standards; therefore, they will need to be tied to and associated with a compliant lot within the Felde Addition prior to issuance of a certificate of occupancy on any buildable lot within the Geneva Meadows 2nd Addition plat.

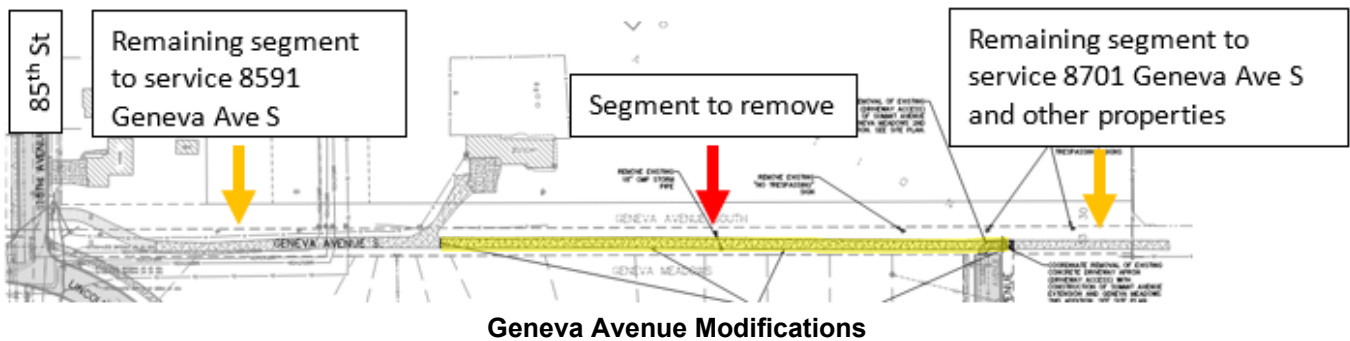


Geneva Meadows 2nd Addition Final Plat

The Final Plat will follow all the required setbacks and lot standards required under the City Code for the R-3 Zoning District. The following table outlines the requirements of the City Code and what the Final Plat consists of:

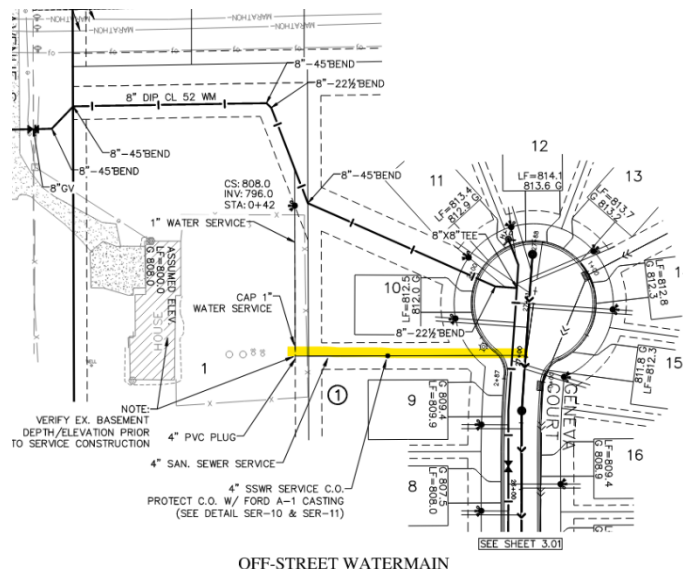
Lot Development Performance Standards		
Single Family Standards	Proposed	R-3 Single Family Residential
Lot depth	130 feet	130 feet
Lot width	65 - 75ft	65 feet
Front yard setback	25 feet	25 feet
Rear yard setback	35 feet	35 feet
Side yard setback	7.5 feet	7.5 feet
Side yard, garage setback	5 feet	5 feet
Maximum impervious surface coverage		40%

The Final Plat includes the removal of a section of private gravel driveway located within the Geneva Avenue right-of-way from the driveway at 8591 Geneva Avenue to the proposed access point of this development on Summit Avenue. The residence at 8591 Geneva Avenue will maintain their private driveway access to 85th Street. The private driveway that services 8701 Geneva Avenue and other adjacent properties will remain between Summit Avenue/Geneva Court and their properties and will use Summit Avenue as access to their private driveway. The remaining portion of the Geneva Avenue right-of-way that does not support a private driveway will be graded in a manner that would support any potential future access and/or improvements needed through the Geneva right of way.



Water and sewer services will be provided by the City of St. Paul Park. Conditions and procedures have been outlined in a Joint Powers Agreement between both municipalities.

As a condition of the Preliminary Plat approval, water and sewer services will be stubbed to serve the existing residence of 8591 Geneva Ave South at such time they plan to connect. Because connection options are limited due to site characteristics, the private sewer service will be stubbed to the property line of Lot 1 through the side yard drainage and utility easement of proposed Lots 9 and 10. Water and sewer utilities are not maintained by the city beyond the road right-of-way, and a private utility easement will be required for the private sewer segment from the right-of-way of Geneva Court to the east property line of Lot 1, Block 1.



All area charges and fees related to Geneva Meadows 2nd Addition utility connection and St Paul Park are outlined in the Development Agreement.

The Final Plat follows all other conditions of the Preliminary Plat as approved by Council and Resolution 2026-083.

3. Development Agreement

The Developer has signed the development agreement, which has been attached for review.

4. Development Plan Review

The City Engineer has reviewed the development plans dated 8/25/2026 by the Developer's consulting engineer, Pioneer Engineering, and is recommending approval of those plans (e.g., construction plans, drawings, specifications, surveys) subject to the comments in the August 24, 2026, review memorandum and any subsequent memorandums from Bolton & Menk, or as modified and approved by the City Engineer in writing.

Recommendation

That the City Council take the following actions:

1. Hold the public hearing for the easement vacation.
2. Adopt Resolution 2026-132 vacating public drainage and utility easements located within the City of Cottage Grove, Minnesota.
3. Adopt Resolution 2026-133 approving the Final Plat for Geneva Meadows 2nd Addition, subject to minor modifications as approved by the City Attorney.
4. Approve the Geneva Meadows Development Agreement with U.S. HOME, LLC D/B/A LENNAR subject to minor modifications as approved by the City Attorney.
5. Adopt Resolution 2026-134 approving the Geneva Meadows 2nd Addition Development Plans dated 8/25/2026, prepared by Pioneer Engineering, subject to final approval by the City Engineer in writing.

Attachments

- A. Felde Addition Easement Vacation Depiction
- B. Geneva Meadows 2nd Addition Final Plat
- C. Geneva Meadows 2nd Addition Development Agreement
- D. Geneva Meadows 2nd Addition Development Plans
- E. Plan Review Letter Dated 8/24/26
- F. Private Utility Easement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-132

**RESOLUTION VACATING PUBLIC DRAINAGE AND UTILITY EASEMENTS LOCATED
WITHIN THE CITY OF COTTAGE GROVE, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City initiated the vacation of a public drainage and utility easement over property in Cottage Grove, Minnesota, legally described on the attached Exhibit A and depicted on Exhibit B ("Easement"); and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation; and

WHEREAS, the City Council of Cottage Grove then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Cottage Grove has determined that the vacation would be in the public interest.

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

1. That the City of Cottage Grove, pursuant to Minn. Stat. § 412.851, hereby vacates the easements situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the Cottage Grove City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Cottage Grove Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Washington County Auditor reflecting the completion of the proceedings herein.

Passed this 16th day of September, 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF
EASEMENT TO BE VACATED**

The drainage and utility easements as delineated and dedicated over the south 10 feet of Lots 1, 2, 3, 4, 5 and 6, Block 1, and the east 5 feet of Lot 5, Block 1 lying south of the north 10 feet thereof and the west 5 feet of Lot 5, Block 1 lying south of the north 10 feet thereof all in FELDE ADDITION according to the recorded plat thereof, Washington County, Minnesota

Except the east and west 5 feet of said Lots 2, 3, and 4.

And

Except the east 5 feet and the west 10 feet of said Lot 1.

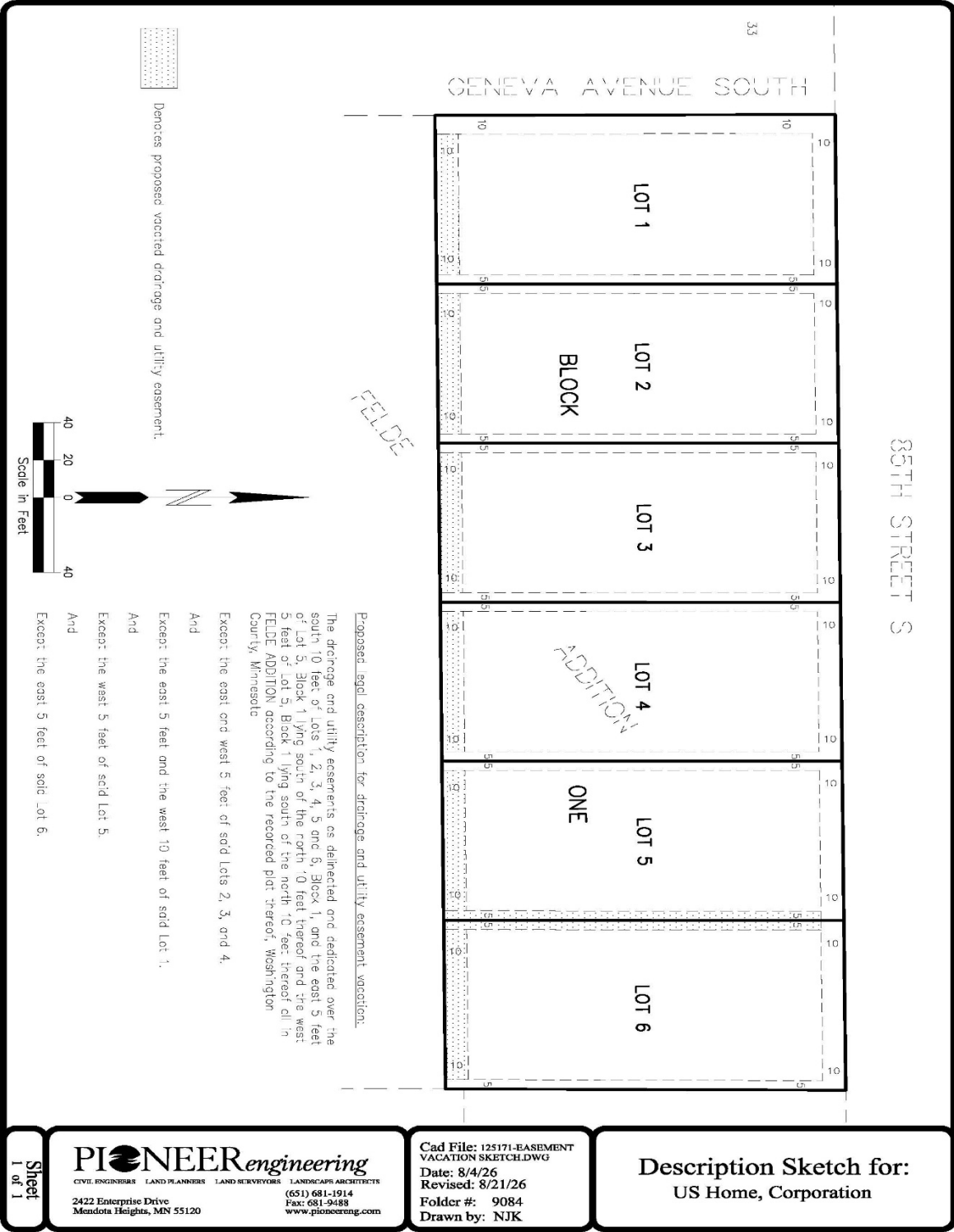
And

Except the west 5 feet of said Lot 5.

And

Except the east 5 feet of said Lot 6.

EXHIBIT B **DEPICTION OF** **EASEMENT TO BE VACATED**



CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-133

**A RESOLUTION APPROVING FINAL PLAT NAMED
GENEVA MEADOWS 2ND ADDITION**

WHEREAS, Lennar, applied for a final plat for a development to develop a residential subdivision named Geneva Meadows 2nd Addition consisting of 23 single-family lots located on a 13.14 -acre property legally described as:

Outlot A of Felde Addition in the City of Cottage Grove, Minnesota.

Abstract Property (PID 1802721320005)

Commonly known as 8591 Geneva Avenue South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, the Planning Commission held the public hearing for the preliminary plat and a zoning amendment to change the zoning from R-1, Rural Residential, to R-3, Single-Family Residential, for the proposed Geneva Meadows 2nd Addition subdivision on April 27, 2026; and

WHEREAS, the City Council subsequently accepted the Planning Commission's recommendations and approved the preliminary plat (Resolution No. 2026-083), and the zoning amendment (Ordinance No. 1115) on June 17, 2026; and

WHEREAS, City staff found the Geneva Meadows 2nd Addition final plat substantially consistent with the approved preliminary plat plan; and

WHEREAS, the Developers, Property Owners, and City have entered into a development agreement for the Subdivision ("Development Agreement").

WHEREAS, the Cities of St. Paul Park and Cottage Grove have entered into a Joint Powers Agreement for management of water and sewer services from St. Paul Park utilities to residents of Cottage Grove.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the final plat for a residential subdivision plat named "Geneva Meadows 2nd Addition." This plat consists of 23 single-family lots located on the property legally described above. Approval of this final plat is subject to the following conditions:

1. The Developer and builders must comply with all City ordinances and policies.
2. The Developer must abide by the conditions stipulated in Resolution No. 2026-083, which approved the Geneva Meadows 2nd Addition preliminary plat, except as hereafter modified.
3. All utility, drainage, and development construction must conform to the development plans and specifications dated 8/25/2026, prepared by the developer's consulting engineer, Pioneer Engineering, and are subject to the comments in the August 24, 2026, review memorandum and any subsequent memorandums from Bolton and Menk, or as modified and approved by the City Engineer in writing.

4. The Developer may start rough grading of the lots before the plat is filed, if a Minnesota Pollution Control Agency (MPCA) Construction Storm Water Permit has been issued and the City has been furnished with a cash escrow or letter of credit in the minimum amount specified in the approved development agreement.
5. Development of this project must comply with the grading and erosion control plans as approved by the City Engineer. After the site is rough graded, but before any utility construction commences or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if it is determined that the methods implemented are insufficient to properly control erosion.
6. The City will supply the street light poles and luminaries. The Developer will pay the City for street light poles and street light luminaries.
7. The final plat must be recorded with the Washington County Recorder's Office before any building permit can be issued.
8. Outlots C, D, E, and F must be deeded to adjacent residents of the Felde Addition.
9. A Permanent Private Utility Easement must be recorded with the Washington County Recorder's Office for the private sewer service for Lot 1 to be located between Lots 9 and 10.
10. The builder for each lot shall post a letter of credit or cash escrow to the City for the estimated cost of the required sod and final as-built survey on each lot.
11. Before final financial guarantees are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to the grading and drainage development plan(s) approved by the City Engineer.
12. Residential lots designated to have a boundary marker(s) must have the marker(s) installed before a Certificate of Occupancy can be issued for the house on that particular residential lot. For lots constructed between October 2 and June 30, a Temporary Certificate of Occupancy can be issued, and the escrow retained until installation of the markers is confirmed.
13. The Developer is responsible for the cost and installation of the required park and open space boundary markers.
14. Park dedication shall be addressed as stipulated within the Development Agreement.
15. Prior to the release of the final plat, a final landscaping plan shall be approved in writing by planning staff.

16. All mailboxes and location of mailboxes must comply with the U.S. Post Office guidelines and regulations. Mailboxes placed at the curb shall all be the same design and color.

Passed this 16th day of September, 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-134

**RESOLUTION APPROVING THE CONSTRUCTION PLANS
AND SPECIFICATIONS FOR GENEVA MEADOWS 2ND ADDITION**

WHEREAS, U.S. HOME, LLC D/B/A Lennar has applied for a Final Plat to develop a residential subdivision named Geneva Meadows 2nd Addition. This subdivision plat consists of a total of 23 single family homes and 6 outlots and is located on the 13.14-acre property legally described as:

Outlot A of Felde Addition in the City of Cottage Grove, Washington County, Minnesota.

Abstract Property (PID 1802721320005)

Commonly known as 8591 Geneva Avenue South, Cottage Grove, Washington County, State of Minnesota

WHEREAS, the Developer will utilize the approved plans and specifications dated 8/25/2026 as prepared by Pioneer Engineering to construct the public improvements within the subdivision; and

WHEREAS, the Developer will install the public improvements within the subdivision in accordance with current City ordinances and policies; and

WHEREAS, a development agreement and financial sureties are required for the development of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Cottage Grove, Washington County, Minnesota, hereby approves the Geneva Meadows 2nd Addition construction plans and specifications dated 8/25/2026, as prepared by Pioneer Engineering, subject to the following conditions:

1. The developer and builders must comply with all City ordinances and policies.
2. The developer and builders must comply with the review comments found in the August 24, 2026, memorandum and any subsequential memorandum from Bolton and Menk.
3. Modifications to final construction plans and specifications shall be approved in writing by the City Engineer.

Passed this 16th day of September, 2026.

Myron Bailey, Mayor

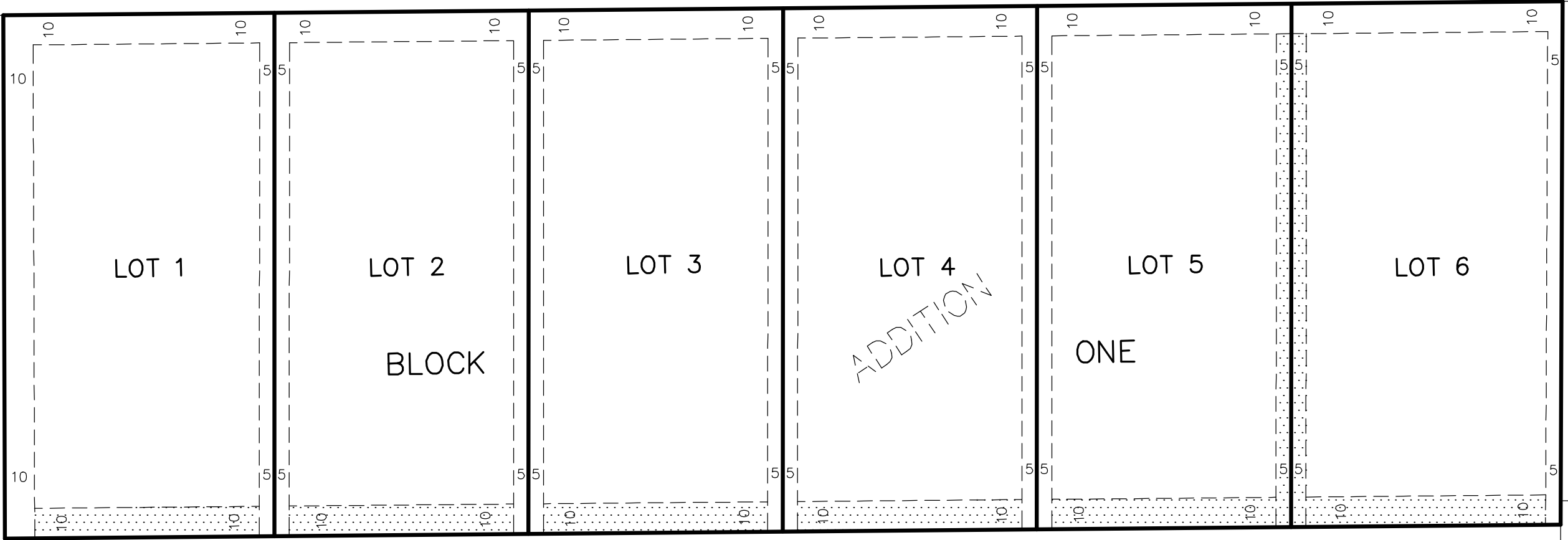
Attest:

Tamara Anderson, City Clerk

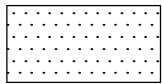
85TH STREET S

33

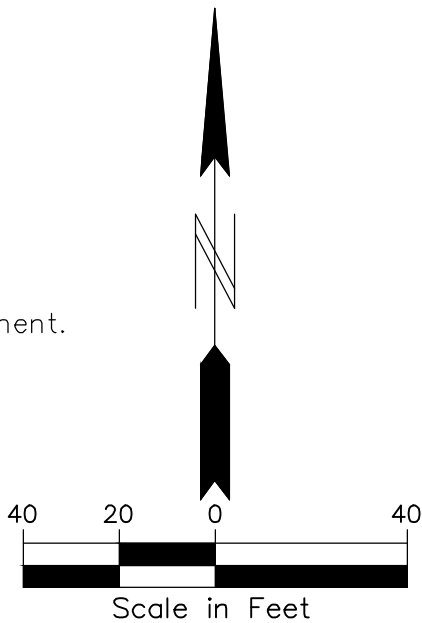
GENEVA AVENUE SOUTH



FELDE



Denotes proposed vacated drainage and utility easement.



Proposed legal description for drainage and utility easement vacation:

The drainage and utility easements as delineated and dedicated over the south 10 feet of Lots 1, 2, 3, 4, 5 and 6, Block 1, and the east 5 feet of Lot 5, Block 1 lying south of the north 10 feet thereof and the west 5 feet of Lot 5, Block 1 lying south of the north 10 feet thereof all in FELDE ADDITION according to the recorded plat thereof, Washington County, Minnesota

Except the east and west 5 feet of said Lots 2, 3, and 4.

And

Except the east 5 feet and the west 10 feet of said Lot 1.

And

Except the west 5 feet of said Lot 5.

And

Except the east 5 feet of said Lot 6.

Description Sketch for:
US Home, Corporation

Cad File: 125171-EASEMENT
VACATION SKETCH.DWG
Date: 8/4/26
Revised: 8/21/26
Folder #: 9084
Drawn by: NJK

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

Sheet
1 of 1

GENEVA MEADOWS 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: Lawrence Krenner and Lee Ann Krenner, husband and wife, as joint tenants, owner of the following described property:

Outlot A, FELDE ADDITION, according for the p;at thereof Washington County, Minnesota

Has caused the same to be surveyed and platted as GENEVA MEADOWS 2ND ADDITION and does hereby dedicate to the public for public use the public ways as shown on this plat and the drainage and utilityeasements as created by this plat.

In witness whereof said Lawrence Krenner and Lee Ann Krenner, husband and wife, as joint tenants, have hereunto set their hands on this ____ day of _____, 20____.

LAWRENCE KRENNER (husband)

LEE ANN KRENNER (wife)

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Lawrence Krenner and Lee Ann Krenner, husband and wife, as joint tenants.

Signature

Printed Name

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Peter J. Hawkinson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been set, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Peter J. Hawkinson, Licensed Land Surveyor.

Signature

Printed Name

Notary Public, _____ County, _____

My Commission Expires _____

CITY COUNCIL, Cottage Grove, Minnesota

This plat was approved by the City Council of the City of Cottage Grove, Minnesota, this ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in the Minnesota Statutes, Section 505.03, Subdivision 2.

Signed: _____
Mayor

Signed: _____
City Clerk

COUNTY SURVEYOR, Washington County, Minnesota

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____
Washington County Surveyor

By: _____

COUNTY AUDITOR/TREASURER, Washington County, Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9., taxes payable in the year 20____ on the real estate hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes, and transfer has been entered on this ____ day of _____, 20____.

By: _____
Washington County Auditor/Treasurer

By: _____
Deputy

COUNTY RECORDER, Washington County, Minnesota

Document Number _____

I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this ____ day of _____, 20____ at o'clock ____ .M. and was duly recorded in Washington County Records.

By: _____
Washington County Recorder

By: _____
Deputy

VICINITY MAP
NO SCALE

NE 1/4
SE 1/4
SW 1/4
S 8th St S
GRANADA AVE S
LINCOLN AVE
GENEVA AVE
SITE

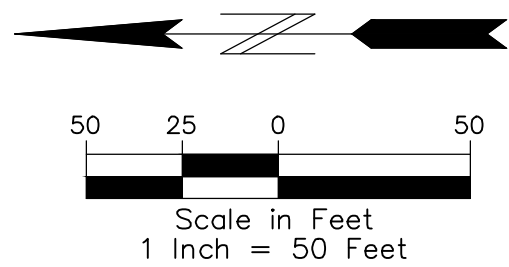
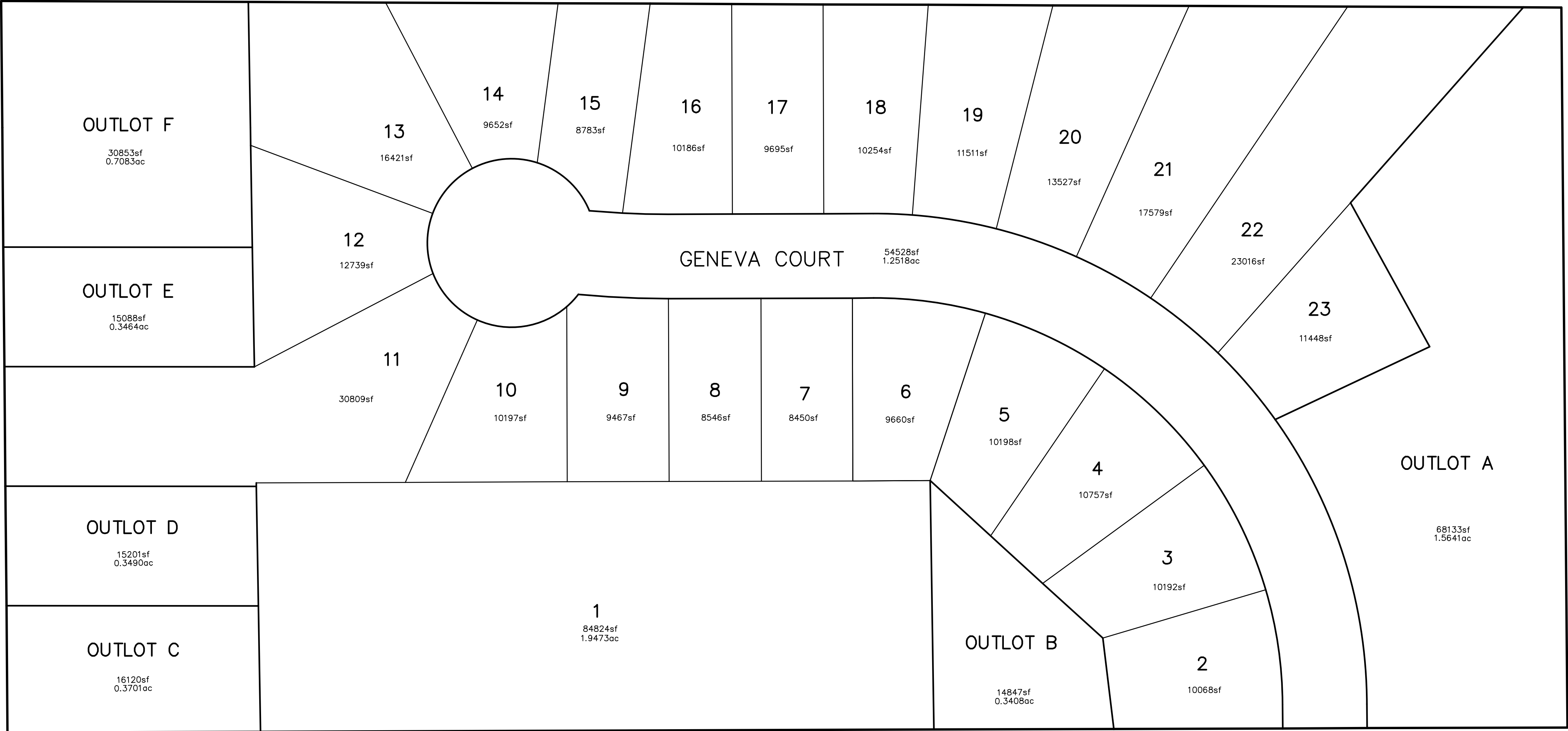
SECTION 18, TWP. 027, RGE. 21
WASHINGTON COUNTY, MINNESOTA

[illegible]

"NOT TO SCALE"

PIONEER*engineering*
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

GENEVA MEADOWS 2ND ADDITION
AREA SKETCH



AREA SUMMARY			
TOTAL LOT AREA =	357,979 SF.	8.2181 AC.	
TOTAL OUTLOT AREA =	160,242 SF.	3.6787 AC.	
TOTAL R/W AREA =	54,529 SF.	1.2518 AC.	
TOTAL AREA =	572,750 SF.	13.1485 AC.	

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

GENEVA MEADOWS 2ND ADDITION

BY AND BETWEEN

THE CITY OF COTTAGE GROVE

AND

U.S. HOME, LLC D/B/A LENNAR

THIS AGREEMENT, made and entered into on the _____ day of _____, 2026, by and between the City of Cottage Grove, a Minnesota municipal corporation (“CITY”), and U.S. Home, LLC d/b/a Lennar, a Delaware corporation (“DEVELOPER”).

RECITALS:

WHEREAS, TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company (“OWNER”), is the fee simple OWNER of the DEVELOPMENT PROPERTY as identified on the FINAL PLAT, except for HOMESTEAD PROPERTY; and

WHEREAS, Lawrence Krenner and Lee Ann Krenner, husband and wife, (“HOMESTEAD OWNER”) are the fee simple owners of HOMESTEAD PROPERTY; and

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT of Geneva Meadows 2nd Addition, which is consistent with the PRELIMINARY PLAT; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, street lighting and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL is approving the FINAL PLAT of Geneva Meadows 2nd Addition and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER and OWNER enter into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. **BUILDER.** “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

1.3. **CITY.** “CITY” means the City of Cottage Grove, a Minnesota municipal corporation.

1.4. **CITY ENGINEER.** “CITY ENGINEER” means the City Engineer of the City of Cottage Grove or delegates.

1.5. **CITY WARRANTIES.** “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.6. **COMMUNITY DEVELOPMENT DIRECTOR.** “COMMUNITY DEVELOPMENT DIRECTOR” means the Community Development Director of the City of Cottage Grove or delegates.

1.7. **COUNCIL.** “COUNCIL” means the Council of the City of Cottage Grove.

1.8. **COUNTY.** “COUNTY” means Washington County, Minnesota.

1.9. **DEVELOPER.** “DEVELOPER” means U.S. Home, LLC d/b/a Lennar, a Delaware corporation.

1.10. **DEVELOPER DEFAULT.** “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) breach of the DEVELOPER WARRANTIES.

1.11. **DEVELOPER IMPROVEMENTS.** “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4 of this DEVELOPMENT AGREEMENT.

1.12. **DEVELOPER WARRANTIES.** “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.13. **DEVELOPMENT AGREEMENT.** “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY, OWNER and DEVELOPER.

1.14. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all street infrastructure, utility and grading plans, drawings, specifications, and surveys, dated July 10, 2026, prepared by Pioneer Engineering, or as may be updated and approved by the CITY ENGINEER, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.15. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a residential development to be known as Geneva Meadows 2nd Addition that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.16. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.17. FINAL ACCEPTANCE. “FINAL ACCEPTANCE” means all conditions of a DEVELOPER IMPROVEMENTS have been completed and approved by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR.

1.18. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL on September 16, 2026, attached hereto as Exhibit B.

1.19. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions or District or Federal Court orders that prevent DEVELOPER from performing its obligations under the DEVELOPMENT AGREEMENT.

1.20. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:

City of Cottage Grove
Attn: City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016
jlevitt@cottagegrovemn.gov

If to OWNER:

TPG AG EHC III (LEN) MULTI STATE 5, LLC
c/o Essential Housing Asset Management, LLC
8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
Attn: Steven S. Benson

If to DEVELOPER:

U.S. Home, LLC d/b/a Lennar
Attn: Joseph Jablonski
16355 36th Ave. N. Suite 100
Plymouth, MN 55446
Joe.jablonski@lennar.com

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.21. HOMESTEAD OWNER. “HOMESTEAD OWNER” means Lawrence Krenner and Lee Ann Krenner, husband and wife.

1.22. HOMESTEAD PROPERTY. “HOMESTEAD PROPERTY” means that certain real property legally described as Lot 1, Block 1, Geneva Meadows 2nd Addition, owned by HOMESTEAD OWNER.

1.23. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and
- d) Consulting engineering services.

1.24. ON-SITE IMPROVEMENTS. “ON-SITE IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Washington County
- c) Washington County Highway Department
- d) South Washington Watershed District
- e) Minnesota Department of Health
- f) Minnesota Pollution Control Agency

- g) Metropolitan Council
- h) Minnesota Department of Natural Resources
- i) Minnesota Board of Water and Soil Resources
- j) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.26. OWNER. “OWNER” means TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company and owner of the DEVELOPMENT PROPERTY except for HOMESTEAD PROPERTY.

1.27. OWNER DEFAULT. “OWNER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the OWNER to timely pay the CITY any levied assessments required to be paid under the DEVELOPMENT AGREEMENT;
- b) breach of the OWNER WARRANTIES.

1.28. OWNER WARRANTIES. “OWNER WARRANTIES” means all OWNER WARRANTIES identified in Article 11 of this DEVELOPMENT AGREEMENT.

1.29. PRELIMINARY PLAT. “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.30. PRIOR EASEMENT HOLDERS. “PRIOR EASEMENT HOLDERS” means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the FINAL PLAT or transferred pursuant to this DEVELOPMENT AGREEMENT.

1.31. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable;
- b) Pipeline companies.

ARTICLE 2 **FINAL PLAT APPROVAL**

2.1. FINAL PLAT APPROVAL. The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. RECORDING OF FINAL PLAT. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3 **ON-SITE IMPROVEMENTS**

3.1. ON-SITE IMPROVEMENTS. The DEVELOPER shall construct and install, at its own cost, all ON-SITE IMPROVEMENTS identified and depicted on Exhibit C in accordance with industry standards for making public improvements.

3.2. SEWER MAIN TRUNK CHARGES AND WATER MAIN TRUNK CHARGES. The DEVELOPMENT PROJECT will be served by the City of St. Paul Park for sewer and water. DEVELOPER will pay the City of St. Paul Park's Sewer Main Trunk Charges and Water Main Trunk Charges for the sanitary sewer and water services. The Sewer Main and Water Main Trunk Charges will be paid to the CITY, as identified on Exhibit G, which will be passed through to St. Paul Park pursuant to separate agreement between the CITY and the City of St. Paul Park.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements on Exhibit D, attached hereto.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.

- a) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and temporary or permanent easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY on property owned by the DEVELOPER that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations,

drainage swales to be seeded and blanketed, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS and the approved grading permit, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS, unless otherwise agreed to by the DEVELOPER and CITY ENGINEER.

- b) The DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements may be granted by an acceptable document as approved by the CITY with mutual consent between the CITY and DEVELOPER. Unless previously agreed to in writing by the CITY and the DEVELOPER, the DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in PDF and AUTOCAD format after the final rough grading is complete for review and approval prior to development utility installation. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed.
- c) Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Building construction and construction activities are not allowed on City-observed holidays, unless agreed to in advance by the CITY ENGINEER.

4.4. GRADING OF PUBLIC STREETS. The DEVELOPER must grade the areas within the FINAL PLAT and additional areas as identified in the grading plans, in order to be able to convey and treat water from the FINAL PLAT. Grading of all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan and as secured by the LOC required in Exhibit F shall be done in accordance with the grading plan provided to and approved by the CITY. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER will construct a bituminous wedge for the roadways within the FINAL PLAT. The bituminous wedge will be removed, and final wear course installed once 90% of the residences have final Certificates of Occupancy or after two (2) years. At the end of two (2) years from the day the bituminous wedge is installed, even if 90% of the homes do not have Certificates of Occupancy, the DEVELOPER will remove the wedge and place the wear course pavement. The DEVELOPER is responsible for the replacement of any damaged sidewalk or curb (this obligation does not preclude DEVELOPER and BUILDER(s) from making agreement for reimbursement of replacement obligations from BUILDER(s) to DEVELOPER). The BUILDER will be responsible to preserve and protect the public roadway and any sidewalk/trail.

4.6. PUBLIC STREET MAINTENANCE. The DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT and DEVELOPMENT PLANS from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER. DEVELOPER may assign this responsibility to the BUILDERS.

4.8. STREET SIGNS. The CITY shall manufacture and install street identification signs and non-mechanical and non-electrical traffic control signs. The DEVELOPER shall be financially responsible for these costs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY.

4.9. SOD AND CURB BOX. The DEVELOPER agrees that the BUILDER must pay for and install cultured sod from the street curb to the rear lot line(s) of each lot in the entire FINAL PLAT and curb box shall be installed in working condition. For a lot where a Temporary Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by July 15; for a lot where a Temporary Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by the BUILDER by October 15. Notwithstanding anything to the contrary in this DEVELOPMENT AGREEMENT, it is agreed that in lieu of the BUILDER installing sod on each lot, the BUILDER may provide to a lot owner a certificate that entitles the lot owner to have sod delivered to that lot at the owner's request for installation by the lot owner.

4.10. BOULEVARD AND AREA RESTORATION. All boulevards shall be permanently sodded within 30 days of final grading, with the exception of those boulevards directly adjacent to buildable lots. These boulevards may be temporarily seeded until the lot is final graded, and then sod shall be installed. The DEVELOPER shall restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences once the vegetation on the surrounding area has reached 70% coverage.

4.11. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. BOULEVARD TREES Boulevard trees shall not be permitted, except in the

boulevard adjacent to Outlot A, Geneva Meadows 2nd Addition, pursuant to the LANDSCAPE PLANS. The CITY Forester shall review and approve the location of the boulevard trees to be planted. The minimum size of tree to be planted in the CITY'S right-of-way shall be two-and-a-half caliper (2½"), as measured by the American Association of Nurserymen. Boulevard trees shall be warranted to be alive, of good quality, and disease free as determined by the CITY Forester for twelve (12) months after planting.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER or BUILDER shall clear, on a daily basis, any soil, earth or construction debris from the surrounding streets and lands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or their agents, and shall restore to the CITY'S specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY'S specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance as determined by the CITY ENGINEER by October 15, or later if approved by the CITY'S Public Works Director. CITY will consider the following factors when considering acceptance for winter maintenance: the status of installation of curb, pavement and wedge. Completion of the work described in this section shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair or restoration is required.

4.14. OCCUPANCY AND ACCESS.

- a) No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base and wedge that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for two model home building permits if approved by the CITY'S Building Official and Fire Marshal as follows:
 - i. One model home permit may be issued prior to roadway Class V gravel base and utilities being installed; and
 - ii. One additional model home building permit may be issued after Class V gravel base and utilities and storm pipes have been installed to serve the lots for the model homes as long as the "Out of Service" hydrant tags have been installed on all out of service hydrants.
- b) A Temporary Certificate of Occupancy for any home may be issued in accordance with the following:
 - i. The DEVELOPER has constructed a temporary bituminous roadway that is acceptable in design and approved by the CITY;
 - ii. Water and sanitary sewer improvements are installed, tested, televised,

reviewed and available for use as described in Exhibit D, Section 2. Hydrant tags must also be removed;

- iii. The Residential Temporary Certificate of Occupancy Fee is paid, pursuant to the CITY'S Fee Table;
- iv. If requested from July 1 through October 1, in addition to the above, grading as-builts have been approved by the CITY ENGINEER; no Temporary Certificate of Occupancy will be issued between July 1 and October 1 without an approved grading as-built survey.

Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied home or homes, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph must be completed by July 15; for a lot for which a Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by October 15.

4.16. VEGETATION. The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER shall install tree protection around all trees that are to be saved as shown in the approved DEVELOPMENT PLANS prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

4.17. LANDSCAPING. The responsibility for landscaping requirements is as follows:

- a) The DEVELOPER is responsible for installing all landscaping improvements as shown on the approved landscape plan. Landscaping for individual lots shall be installed during the construction of each lot.
- b) Single-family lots shall meet the following standards:
 - i. Property owners shall maintain their yards all the way to the curb or shoulder of the abutting roadways, sidewalks and trail for each parcel, including any landscaping in the boulevards.
 - ii. Property owners shall maintain their yards to the edge of any abutting CITY trail or center storm pond accesses.
 - iii. On Lots 18-22, Block 1, Geneva Meadows 2nd Addition, DEVELOPER shall install sod from the Geneva Court property lines to the eastern edge of the drainage and utility easement on each lot and the DEVELOPER shall seed the

remaining portion of the lots to each lot's eastern property line.

- iv. The DEVELOPMENT PROJECT must meet required landscaping standards in City Code. In addition, lots less than 60 feet wide must have at least two (2) trees, one (1) of which must be in the front yard and the front yard tree can only have a maximum height of 30 feet with a canopy spread of no more than 30 feet. Lots more than 60 feet wide must have at least three (3) trees, one (1) of which must be in the front yard and the front yard tree must be at least 30 feet tall and may have a canopy spread of more than 30 feet.

4.18. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency online *Minnesota Stormwater Manual* and the grading permit from the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS and as required in Exhibit F. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded, and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices as detailed on the DEVELOPMENT PLANS or as reasonably required by CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour notice, take appropriate action to control erosion. The CITY may, without notice draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY'S option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS on the relevant portion of DEVELOPMENT PROPERTY.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. It is agreed that DEVELOPER may transfer its responsibility for sod installation, Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control provided DEVELOPER ultimately remains liable for the performance or nonperformance thereof and it is understood and agreed that upon transfer of the NPDES permit to the BUILDER or buyer of an individual lot, all processes involving the required NPDES permit transfer process shall be followed and completed and all responsibilities thereafter assumed under the said NPDES permit specific to the subject lot shall be the BUILDER'S or buyer's responsibility and not DEVELOPER'S responsibility. BUILDER shall restore any vegetation disturbed on adjacent outlots using correct seeding or other appropriate vegetation, as approved by the CITY.

4.20. WEED/GRASS MAINTENANCE. During the term of this AGREEMENT, the DEVELOPER must not allow or permit within the FINAL PLAT, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush until FINAL ACCEPTANCE. However, in CITY outlots, native plants are allowed pursuant to CITY Code Section 4-3-1(B)(2)(L). In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by DEVELOPER

or assessed against the property that is in violation. The DEVELOPER shall maintain all CITY outlots until acceptance in writing by CITY.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

5.1. PARK DEDICATION. Park Dedication Fees shall be paid pursuant to the park dedication calculations on Exhibit G. However, no Park Dedication Fees shall be required for Lot 1, Block 1, Geneva Meadows 2nd Addition until it is subdivided into additional developable lots.

ARTICLE 6

PERMITS, LICENSES AND OTHER APPROVALS

6.1. PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER. City will work with DEVELOPER to have UTILITY COMPANIES relocate their utilities.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements of approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein.

7.2. OUTLOTS C-F, GENEVA MEADOWS 2ND ADDITION. Outlots C-F, Geneva Meadows 2nd Addition shall each be deeded to the adjacent properties identified as Lots 1, 2, 4, 5, and 6, Block 1, Felde Addition, with a deed restriction that each Outlot identified in this Section 7.2 must remain in common ownership with the parent parcel in the Felde Addition. CITY will vacate certain drainage and utility easements in Lots 1, 2, 4, 5, and 6, Block 1, Felde Addition, and the Vacation Resolution shall be recorded by DEVELOPER.

7.3. GENEVA AVE. RIGHT OF WAY. The section of Geneva Avenue from 85th Street South to the southern edge of the driveway of Lot 1, Block 1, Geneva Meadows 2nd Addition shall remain in its current condition and shall not be removed by DEVELOPER. The section of Geneva Ave. that lies south of the edge of the driveway of Lot 1, Block 1, Geneva Meadows 2nd Addition to the northern edge of the right of way of Summit Ave./Geneva Court, will be removed by DEVELOPER. The section of Geneva Ave. that lies south of the southern edge of the right of way of Summit Avenue/Geneva Court to the southern boundary of the Geneva Meadows 2nd Addition Plat shall remain in its current condition and shall not be removed or impacted. Any

damage by DEVELOPER to this section of Geneva Ave. shall be the responsibility of the DEVELOPER to repair or replace.

7.4. UTILITY SERVICES TO LOT 1, BLOCK 1, GENEVA MEADOWS 2ND ADDITION. Water and sewer utility services shall be stubbed to Lot 1, Block 1, Geneva Meadows 2nd Addition, pursuant to the DEVELOPMENT PLANS for connection to the existing home or future developable lots.

7.5. OPEN SPACE MARKERS. DEVELOPER shall install Open Space markers pursuant to the DEVELOPMENT PLANS.

ARTICLE 8 **WARRANTY PERIOD**

8.1. WARRANTY PERIOD. Upon FINAL ACCEPTANCE, CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, will provide written notice to DEVELOPER each relevant warranty period.

8.2. WARRANTY ON PROPER WORK AND MATERIALS. DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

- a) Landscaping, which includes all trees, grass, and sod in boulevards not adjacent to a buildable lot, outlots, parks and open space, shall be warranted to be alive, of good quality and disease free for a period of one (1) year after planting. Any replacements shall be similarly warranted for one year after planting.
- b) Streets, sidewalks, trails, lighting and utilities shall be warranted for a period of two (2) years and begins after acceptance by the CITY. The warranty shall include the obligation of the DEVELOPER to repair and correct any damage to or deficiency in such improvements during the warranty period.

ARTICLE 9 **RESPONSIBILITY FOR COSTS**

9.1. DEVELOPER IMPROVEMENTS, ON-SITE IMPROVEMENTS COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS, and ON-SITE IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY'S designated inspector on the DEVELOPMENT PROJECT will coordinate the street and

utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by the DEVELOPER to CITY within thirty (30) days after the DEVELOPER receives notices of such deductions.

9.2. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for the costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.3. TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

a) **AUTHORITY.**

- i. DEVELOPER is the DEVELOPER of the DEVELOPMENT PROPERTY in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

- b) **NO DEFAULT.** The DEVELOPER is not in default under any lease, contract or agreement to which they are a party or by which they are bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

- c) **PRESENT COMPLIANCE WITH LAWS.** The DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

- d) **CONTINUING COMPLIANCE WITH LAWS.** The DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without

limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

- e) **NO LITIGATION**. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **FULL DISCLOSURE**. None of the representations and warranties made by the DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE**. The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **OBTAINING PERMITS**. The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11 **OWNER WARRANTIES**

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby warrants and represents as follows:

- a) **AUTHORITY**. OWNER is the fee simple OWNER of DEVELOPMENT PROPERTY, except for HOMESTEAD PROPERTY, and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT**. OWNER is not in default under any lease, contract or agreement to

which it is a party of by which it is bound which affect performance under this DEVELOPMENT AGREEMENT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

- c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER.
- d) **FULL DISCLOSURE.** None of the representations and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

ARTICLE 12 **CITY WARRANTIES**

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, the DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER or OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;

- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;
- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by DEVELOPER or OWNER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY'S receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER and OWNER. The DEVELOPER and OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER and OWNER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER and OWNER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER and OWNER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY'S expense. If the DEVELOPER and OWNER fail to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER and OWNER.

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by

FORCE MAJEURE, the CITY shall give the defaulting DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT, and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the respective irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof, of the DEVELOPER in default;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT for the defaulting DEVELOPER;
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the defaulting DEVELOPER, in which case the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER or OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER and OWNER a right

to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the defaulting DEVELOPER and without giving the defaulting DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY against the relevant portion of DEVELOPMENT PROPERTY; and the defaulting DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15

FINANCIAL OBLIGATIONS

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable LOC for the respective amounts required in Exhibits C and F. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall have auto-renewal terms. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, or for any of the following reasons:

- a) at DEVELOPER'S written request; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY.

The CITY shall use the respective LOC proceeds or cash escrows deposited by the DEVELOPER as identified on Exhibit C to reimburse the CITY for its costs and to cause the ON-SITE IMPROVEMENTS to be constructed by the DEVELOPER, to the extent practicable; and shall use the LOC proceeds and cash escrows on Exhibits F and G to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS identified on Exhibits F and G, to be constructed by the DEVELOPER to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS and ON-SITE IMPROVEMENTS have been constructed and after retaining the appropriate percentage of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER. At DEVELOPER'S request and CITY'S written consent, which shall not be unreasonably withheld, in lieu of using the LOC proceeds or cash escrows, the CITY and DEVELOPER may enter into a deferred assessment waiver agreement for a portion or all of the CITY'S reimbursement costs.

With CITY approval, the respective LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LOC RELEASE AND CASH ESCROW INCREASE. The DEVELOPER may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced for ON-SITE IMPROVEMENTS at the following milestones:

- a) **LOC or Cash Escrow Reductions.** The DEVELOPER may request LOC or cash escrow deposits be reduced at the following milestones and in such amounts that are commensurate with the amount of work that has been completed to date, but subject to the limitations for retainage amounts needed during the warranty period, as described below:
 - i. Two (2) grading reductions at least two (2) months apart, except for pond cleaning.
 - ii. Three (3) ON-SITE IMPROVEMENT reductions at least two (2) months apart.
 - iii. One (1) landscaping reduction.
- b) **LOC or Cash Escrow Release.** Upon FINAL ACCEPTANCE by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR of each portion of the DEVELOPER IMPROVEMENTS and upon commencement of the warranty periods, the LOC or cash escrows will be released as follows:
 - i. Grading will be released in full and no retainage is required through the warranty period with the exception of pond cleaning which will be retained in its entirety through the warranty period.
 - ii. Landscaping will be reduced by 50% and the balance will be retained through the warranty period.
 - iii. Streets will be reduced by 75% and the balance will be retained through the warranty period.
 - iv. ON-SITE IMPROVEMENTS will be reduced by 75% and the balance will be retained through the warranty period.

Following the expiration of the warranty periods, all LOC and cash escrows will be released.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the relevant DEVELOPER posts an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes. LOC reductions will be processed within 30 days of DEVELOPER'S request.

15.3. DEVELOPER'S CASH FEES AND CASH ESCROW REQUIREMENTS. Prior to the FINAL PLAT being released for recording, the DEVELOPER shall deposit cash and cash escrows with the CITY for those items and in the amounts required in Exhibit G, as allocated to each. DEVELOPER shall be responsible for all fees related to the purpose of the cash escrow. If the cash escrow deposit is depleted to 50%, DEVELOPER shall be required to replenish the cash escrow deposit to 100% within 30 days' notice by the CITY.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto. If the DEVELOPER is the only BUILDER pulling building permits, the CITY, in its sole discretion, may accept an irrevocable LOC from the DEVELOPER for each lot, in an amount equal to or exceeding the total amount of cash escrow requirement that would otherwise be required under this paragraph.

ARTICLE 16 **MISCELLANEOUS**

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. NO MODIFICATIONS TO DEVELOPMENT PROJECT. All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by DEVELOPER on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and the DEVELOPER will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the CITY, which consent shall not be unreasonably withheld.

16.3. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER and OWNER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT and shall be binding upon the successors and assigns of the DEVELOPER and OWNER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER and OWNER in the land made the subject of the FINAL PLAT.

16.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER'S obligations hereunder shall continue in full force and effect, even if the DEVELOPER sell one or more lots, the entire PLAT, or any part of it.

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

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligations imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and ON-SITE IMPROVEMENTS.

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

CITY
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 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 on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

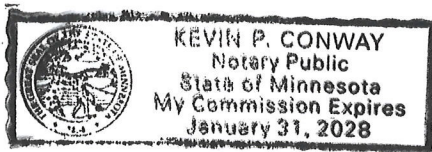
Notary Public

DEVELOPER
U.S. HOME, LLC D/B/A LENNAR

By: [Signature]
Printed Name: Joe Jablonski
Its: VP

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me on this 10th day of SEPTEMBER, 2026, by JOE JABLONSKI the VICE PRESIDENT of U.S. Home, LLC d/b/a Lennar, a Delaware corporation, on behalf of said entity.



[Signature]
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

CONSENT OF OWNER

The undersigned, TPG AG EHC III (LEN) Multi State 5, LLC, a Delaware limited liability company, as fee owner of the following real property:

Lots 2 through 23, Block 1, Geneva Meadows 2nd Addition

which is the subject of the foregoing Development Agreement (the “Development Agreement”) does hereby consent to the recording of the Development Agreement in the real property records of Washington County, Minnesota with the intent that the same shall be binding against the real property described in the Agreement. The undersigned expressly consents to any assessments against the above-described real property to the extent permitted pursuant to the Development Agreement, including the waiver as set forth in Section 14.1 thereof, and agrees to the OWNER WARRANTIES identified in Article 11 of the Development Agreement.

TPG AG EHC III (LEN) Multi State 5, LLC,
a Delaware limited liability company

By: Essential Housing Asset Management, LLC,
an Arizona limited liability company, its
Authorized Agent

By: _____
Steven S. Benson, Manager

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) Multi State 5, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public-Signature

CONSENT OF HOMESTEAD OWNER

The undersigned owner does hereby consent to the recording of the foregoing DEVELOPMENT AGREEMENT in the Washington County, Minnesota Recorder's Office with the intent that the same shall be binding against the real property described therein.

Lawrence Krenner
Lawrence Krenner

Lee Ann Krenner
Lee Ann Krenner

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 09 day of 09
 , 2026 by Lawrence Krenner and Lee Ann Krenner, husband and wife.

Brianna Lynn Johnson
Notary Public



EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

Lots 1-23, inclusive, Block 1, Geneva Meadows 2nd Addition;

Outlots A, B, C, D, E, F, Geneva Meadows 2nd Addition

GENEVA MEADOWS 2ND ADDITION

In other letters and in other forms of literature, I am, as you may have found, very much in the _____ to _____.

1999

[illegible]

100

My Contact Email: _____

[illegible]

McIntyre, C. & McIntyre, P. 1992

STATE OF MICHIGAN

The following are additional key points:

- The H^+ concentration is 10^{-7} M.
- The pH is 7.

NUMBER OF Hrs. _____ COST \$ _____

W. E. DUNN *Editor* _____

This site was approved by the City Council for the City of Chicago, Illinois, this _____ day of _____, 20____. Its terms, conditions, covenants and all requirements in connection with the Urban Renewal Program, Section 170-01-01, of the Chicago Zoning Ordinance, are hereby accepted.

100

100

COUNTRY SUBJECT, ADDRESS, COUNTRY, ADDRESS

3. Explain the following terms: Linear and Nonlinear, Elastic and Inelastic, Strain Rate, Yield Point, Tensile Strength, Impact, Fatigue, Creep, Fracture, and Corrosion.

1

1

COUNTY JUDICIAL OFFICE, William County, Missouri

PROVINCIAL GOVERNMENT, 1912-1913. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 2572. 2573. 2574. 2575. 2576. 2577. 2578. 2579. 2580. 2581. 2582. 2583. 2584. 2585. 2586. 2587. 2588. 2589. 2590. 2591.

$$\frac{a \cdot b}{c}$$
$$\frac{a \cdot b}{c}$$

CONTRACT REVIEW, and many other County, Municipal and

I have clearly stated this agreement was included in the terms of the agreement entered into by _____ and also recorded in Auditor's Office records.

$$\frac{L_{\text{eff}}}{L_{\text{eff}}^0} =$$
$$\frac{L_{\text{eff}}}{L_{\text{eff}}^0} =$$

GENEVA MEADOWS 2ND ADDITION



EXHIBIT B
FINAL PLAT
CONT.

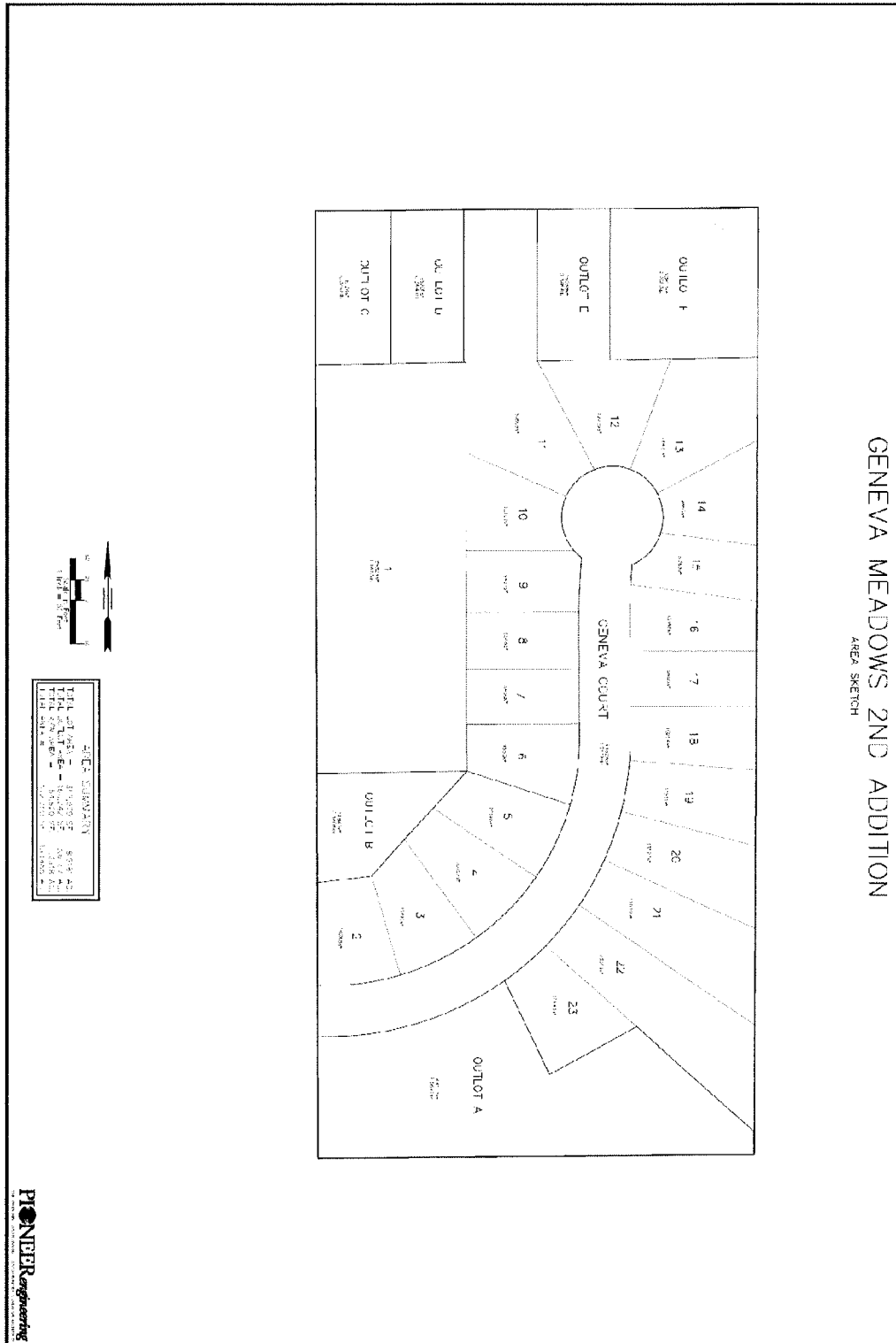


EXHIBIT C
ON-SITE IMPROVEMENTS

Site Improvement LOC	Estimated Construction Cost
Sanitary Sewer	\$ 179,545.00
Watermain	\$ 239,114.00
Storm Sewer	\$ 268,170.00
Streets	\$ 267,053.82
Street Lighting	\$ 41,600.00
Subtotal:	\$ 995,482.82
LOC Subtotal (125%)	\$ 1,244,353.53
Final Streets Construction Cost	\$ 55,429.88
Final Streets LOC (130%):	\$ 72,058.84
Record Plan (2%)	\$ 19,910.00
Total Site Improvement LOC:	\$ 1,336,322.37

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**

- a) Letter of Credit. The DEVELOPER must provide the LOC required in this DEVELOPMENT AGREEMENT.
- b) All Cash Deposits. The DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
- c) Planning Fees. The DEVELOPER must pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
- d) Warranty Deed to CITY. A signed Warranty Deed to CITY for Outlots A and B, Geneva Meadows 2nd Addition.
- e) Warranty Deeds to Owners in Felde Addition. Signed Warranty Deeds to each owner of the lot in the Felde Addition that is adjacent to each corresponding Outlots C-F Geneva Meadows 2nd Addition.
- f) Vacation Resolution for Drainage and Utility Easements in Lots in Felde Addition. The DEVELOPER has recorded the Vacation Resolution vacating drainage and utility easements in Lots 1-6, Block 1 Felde Addition.
- g) Permanent Private Utility Easement. A signed Permanent Private Utility Easement for the benefit of Lot 1, Block 1, Geneva Meadows 2nd Addition to be served by sanitary sewer.

2) **BUILDING PERMITS.** Except as provided in Section 4.14, no building permits may be issued until:

- a) All the conditions in Paragraph 1 of this Exhibit D have been met;
- b) All storm water ponds and associated drainage features within the DEVELOPMENT PROPERTY, including storm sewer and drainage swales have been installed and approved by the CITY ENGINEER;
- c) All sanitary sewer and water main, within the DEVELOPMENT PROPERTY, including services, have been installed, tested, televised as necessary, and reviewed and approved by the CITY ENGINEER and are available for use;
- d) DEVELOPER has constructed a temporary bituminous roadway for Geneva Court to the lots for which building permits are being requested that is acceptable in design and

approved by the CITY ENGINEER.

- e) The documents below have been recorded in the following order:
- Final Plat
 - Warranty Deed to CITY for Outlots A and B, Geneva Meadows 2nd Addition
 - Warranty Deeds to adjacent properties for Outlots C-F, Geneva Meadows 2nd Addition
 - Development Agreement
 - Permanent Private Utility Easement
- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.
 - b) Lot as-built surveys have been approved by the CITY.
 - c) All trees and shrubs required in Section 4.17(a) and (b) have been planted.
 - d) All sod has been installed and for Lots 18-22, Block 1, Geneva Meadows 2nd Addition, for the seeded areas, at least 70% vegetation has been established.
- 4) **SUBDIVISION EROSION CONTROL.** The DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER remove any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.

- 7) **SIDEWALK SNOW REMOVAL AND TRAIL MAINTENANCE.** The CITY shall provide snow removal of transportation trails and sidewalks. If the CITY does not provide snow removal on a trail or sidewalk within the DEVELOPMENT PROJECT, the property owner abutting the trail or sidewalk must remove the snow and/or ice.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Right of Way Permit from the CITY.
4. Grading Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building Permits from the CITY.
7. Electrical Permits from the CITY.
8. South Washington Watershed Permit.
9. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
10. Other permits or licenses as may be required for the construction of the DEVELOPMENT PROJECT.
11. Right of Way Permit from Washington County.
12. Wetland Permit from the Department of Natural Resource.

EXHIBIT F
DEVELOPER'S LETTER OF CREDIT REQUIREMENTS FOR
SITE GRADING & EROSION CONTROL AND LANDSCAPING ITEMS

GRADING LOC

Grading LOC - Entire Development	Unit	Qty	Unit Cost	Total
Site Grading Restoration: Topsoil	CY	5,900.00	\$ 2.00	\$ 11,800.00
Site Grading: MnDOT 250 Seed & Mulch	AC	10.99	\$ 2,000.00	\$ 21,980.00
Misc. Site Grading	LS	1.00	\$ 8,000.00	\$ 8,000.00
Erosion Control: Temp Rock Entrance	EA	1.00	\$ 3,000.00	\$ 3,000.00
Erosion Control: Silt Fence	LF	2,320.00	\$ 2.50	\$ 5,800.00
Erosion Control: Swale & EOF Blanket	SY	16,950.00	\$ 2.50	\$ 42,375.00
Erosion Control: Inlet Protection	EA	17.00	\$ 250.00	\$ 4,250.00
Street Sweeper w/ Pickup Broom	HR	12.00	\$ 175.00	\$ 2,100.00
Pond Liner	CY	3,228.00	\$ 20.00	\$ 64,560.00
Pond Cleaning	LS	1.00	\$ 12,500.00	\$ 12,500.00
Grading Record Plan	LS	1.00	\$ 5,000.00	\$ 5,000.00
Total Grading Restoration Cost				\$ 181,365.00
Grading LOC (150%)				\$ 272,047.50

LANDSCAPE LOC

Landscape LOC	Total
Landscaping Estimate	\$ 42,910.00
Total LOC (150%):	\$ 64,365.00

EXHIBIT G

DEVELOPER'S CASH REQUIREMENTS AND INDIRECT COST CASH PAYMENTS

City Fees	Unit	Qty	Unit Cost	Total
City Supplied Poles & Luminaires (LGT-7)	EA	4	\$ 4,002.00	\$ 16,008.00
Street Light Utility Surcharge	LOT	22	\$ 163.92	\$ 3,606.24
Park and Open Space Markers	EA	9	\$ 175.00	\$ 1,575.00
Water Meter Reading Device and Software	LS	1	\$ 14,000.00	\$ 14,000.00
Park Dedication Fees	LOT	22	\$ 5,000.00	\$ 110,000.00
2% Engineering Fee	LS	1	\$ 21,018.25	\$ 21,018.25
Total Fees				\$ 166,207.49

ENGINEERING CASH ESCROW

Engineering Escrow	Total
Preliminary Development Review Escrow	\$ 10,509.13
Plan Review	\$ 31,018.25
Inspection	\$ 62,545.64
Total Escrow	\$ 104,073.02

UTILITY CHARGES CASH PAYMENT

Utility Charges	Cost/Unit	Unit	Qty	Total
Sanitary Main Trunk - St Paul Park ¹	\$ 3,725.00	LOT	23.00	\$ 85,675.00
Water Main Trunk - St Paul Park ¹	\$ 3,550.00	LOT	23.00	\$ 81,650.00
Storm Area Charge - Cottage Grove - SW Drainage Area (Single Family) ²	\$ 9,860.00	AC	12.15	\$ 119,799.00
Total Area Charges:				\$ 287,124.00

¹Includes Lot 1 Block 1

²Ponding HWLs were omitted from Area Charge Calculations

TREE MITIGATION CASH PAYMENT

Tree Mitigation - Entire Development	Total
Tree Mitigation Fee	\$ 40,425.00
Total Fee	\$ 40,425.00

EXHIBIT H
BUILDER'S ESCROW REQUIREMENTS
AND CASH REQUIREMENTS

CASH ESCROW

Builder Escrow	Per Lot
Yard & Boulevard Sod	\$ 10,300.00
Curb Box Escrow	\$ 500.00
Administrative Escrow	\$ 565.00
Property As-built Survey & Corner Replacement	\$ 1,000.00
Total Escrow:	\$ 12,365.00

CASH PAYMENT

Building Permit Fees	Per Lot
Sod Inspection Fee	\$ 165.00
Curb Stop Inspection Fee	\$ 170.00
Grading As-built Review Fee	\$ 39.00
Right-of-way Permit Fee	\$ 50.00
Total Cash Added to Building Permit:	\$ 424.00

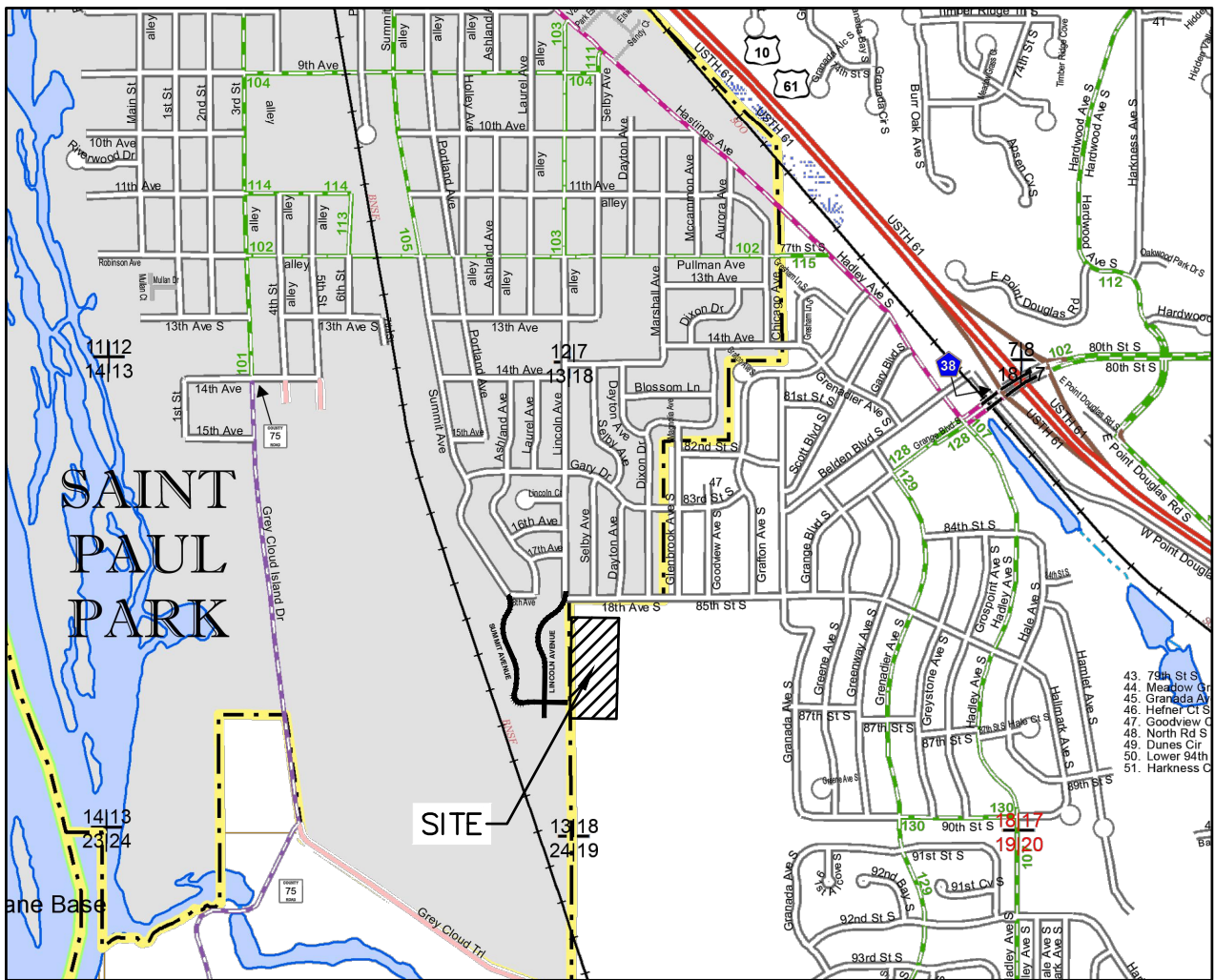
CASH PAYMENT

Utility Fees Per Lot	Total
Local Sewer Availability Charge (LSAC) ¹	\$ 930.00
Local Water Availability Charge (LWAC) ¹	\$ 885.00
Met Council Sewer Availability Charge ²	\$ 2,485.00
Total:	\$ 4,300.00

¹ 2026 St Paul Park Fees listed. Actual fees to be determined based on current St. Paul Park Fee Table at time of connection.

² Based on 2026 Cottage Grove Fee Table

GENEVA MEADOWS SECOND ADDITION FINAL UTILITY & STREET CONSTRUCTION PLANS COTTAGE GROVE, MINNESOTA



LOCATION MAP

- SHEET INDEX**
- 1.00 COVER SHEET
 - 1.01 LEGEND
 - 2.01 REMOVALS PLAN
 - 3.01-3.02 SANITARY SEWER & WATERMAIN CONSTRUCTION PLAN
 - 4.00 STORM SEWER SCHEDULE
 - 4.01-4.03 STORM SEWER CONSTRUCTION PLAN
 - 4.11 BASIN DRAINTILE PLAN
 - 5.01 STREET CONSTRUCTION PLAN
 - 5.11 INTERSECTION DETAILS
 - 6.01 SIGN & STREET LIGHT LOCATIONS
 - 7.01 EROSION CONTROL PLAN (UTILITY)
 - 7.11 SEEDING PLAN (UTILITY)
 - 8.01-8.08 CITY DETAILS
 - 8.11-8.12 MNDOT PEDESTIAN RAMP DETAILS

- G1 GRADING PLAN
 - G2 EROSION CONTROL PLAN (GRADING)
 - G3 SEEDING PLAN (GRADING)
 - G4-G5 GRADING DETAILS
- S1-S2 STORMWATER POLLUTION PREVENTION PLAN
- S3 MPCA MAP
 - S4 EXISTING HYDROLOGY MAP
 - S5 PROPOSED HYDROLOGY MAP

- L1 LANDSCAPE PLAN
- T1-T2 TREE PRESERVATION PLAN

E1 ELECTRICAL PLAN

BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

NOTE:
PLANS SHALL BE GOVERNED BY CITY OF
COTTAGE GROVE 2026 STANDARD
SPECIFICATIONS FOR UTILITY & STREETS.

WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with STATE ONE-CALL , AND
Without Written Permission From
MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT



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I hereby certify that this plan was prepared by
me or under my direct supervision and that I
am a duly Licensed Professional Engineer
under the laws of the State of Minnesota

Name

Brian N. Molinaro
Brian N. Molinaro

Reg. No.

47504

Date

07-10-2026

Revisions

1. 08-14-2026 City Comments
2. 08-25-2026 City Comments

Date

07-10-2026

Designed

NAP

Drawn

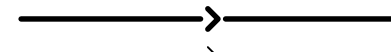
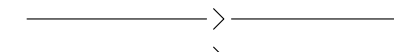
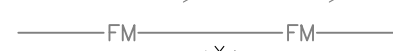
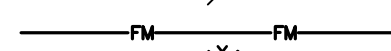
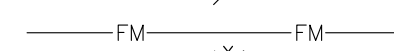
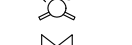
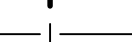
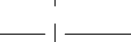
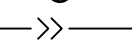
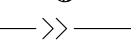
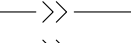
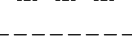
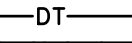
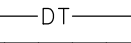
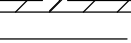
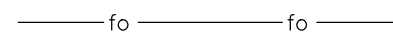
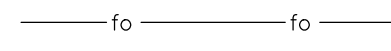
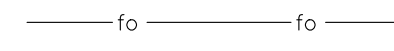
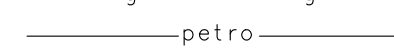
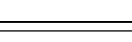
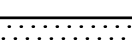
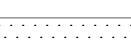
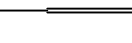
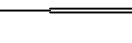
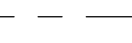
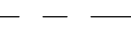
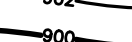
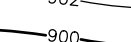
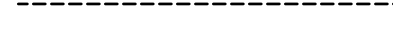
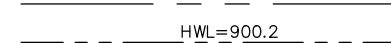
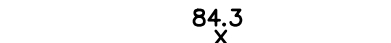
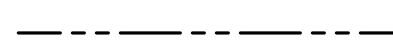
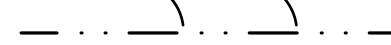
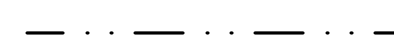
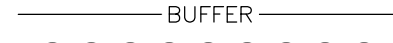
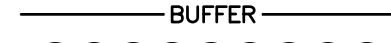
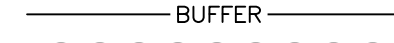
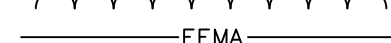
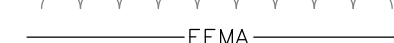
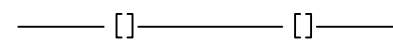
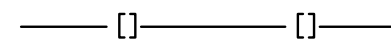
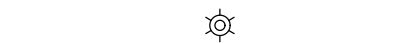
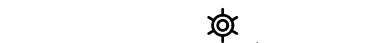
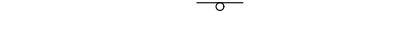
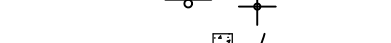
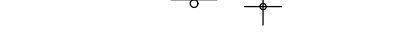
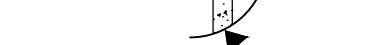
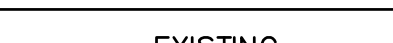
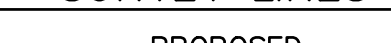
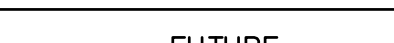
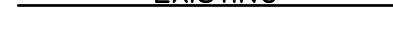
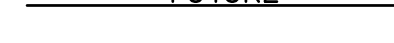
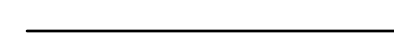
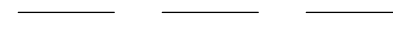
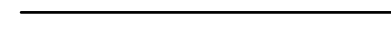
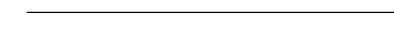
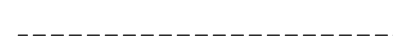
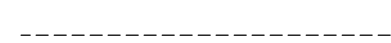
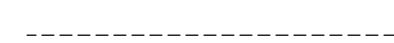
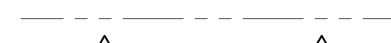
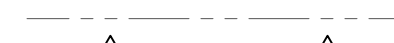
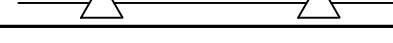
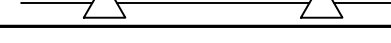
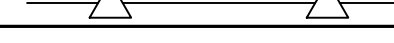
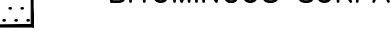
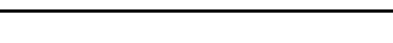
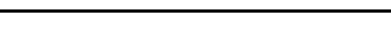
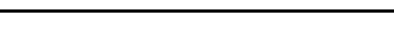
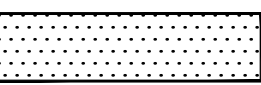
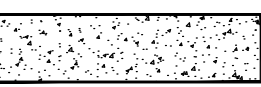
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COVER

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

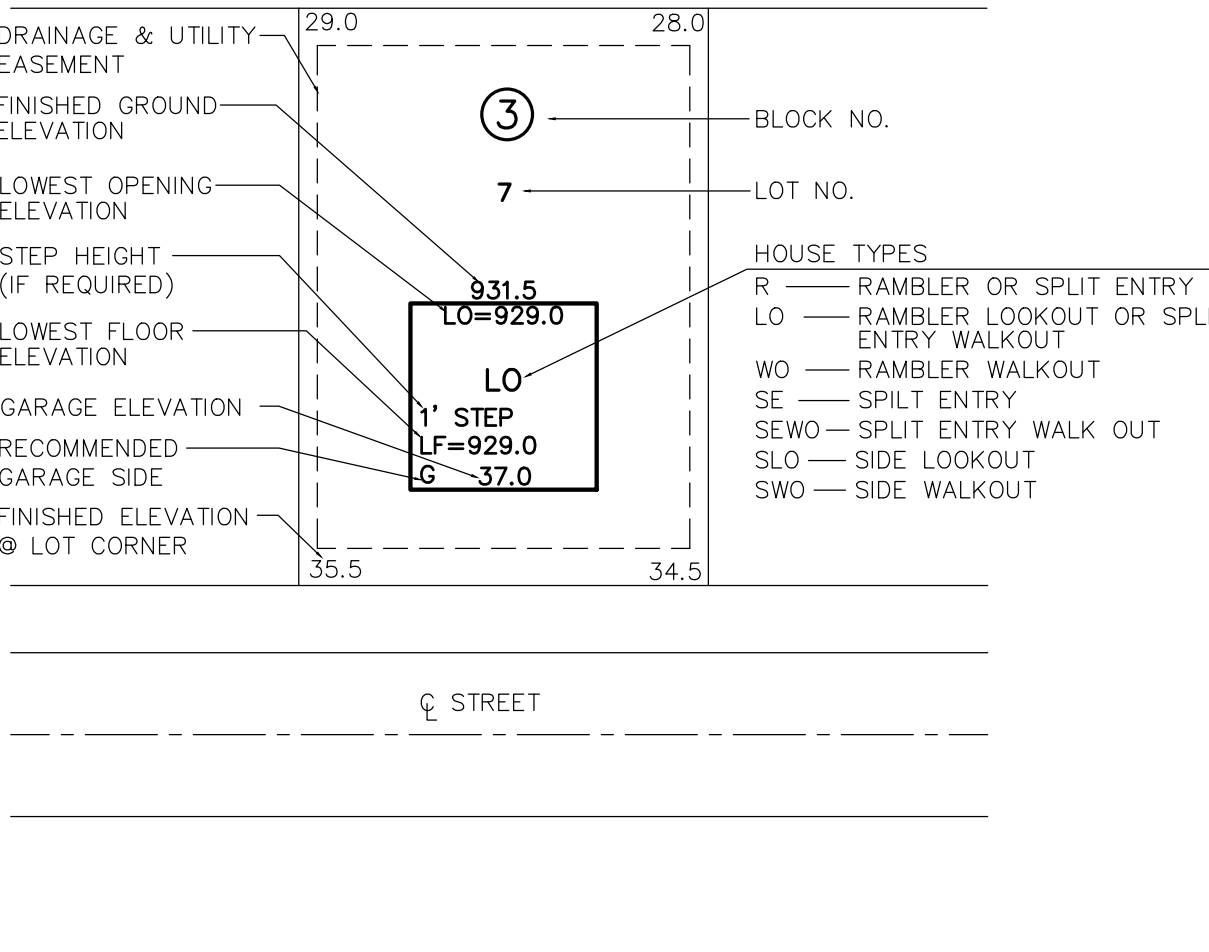
GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

1.00 OF 25

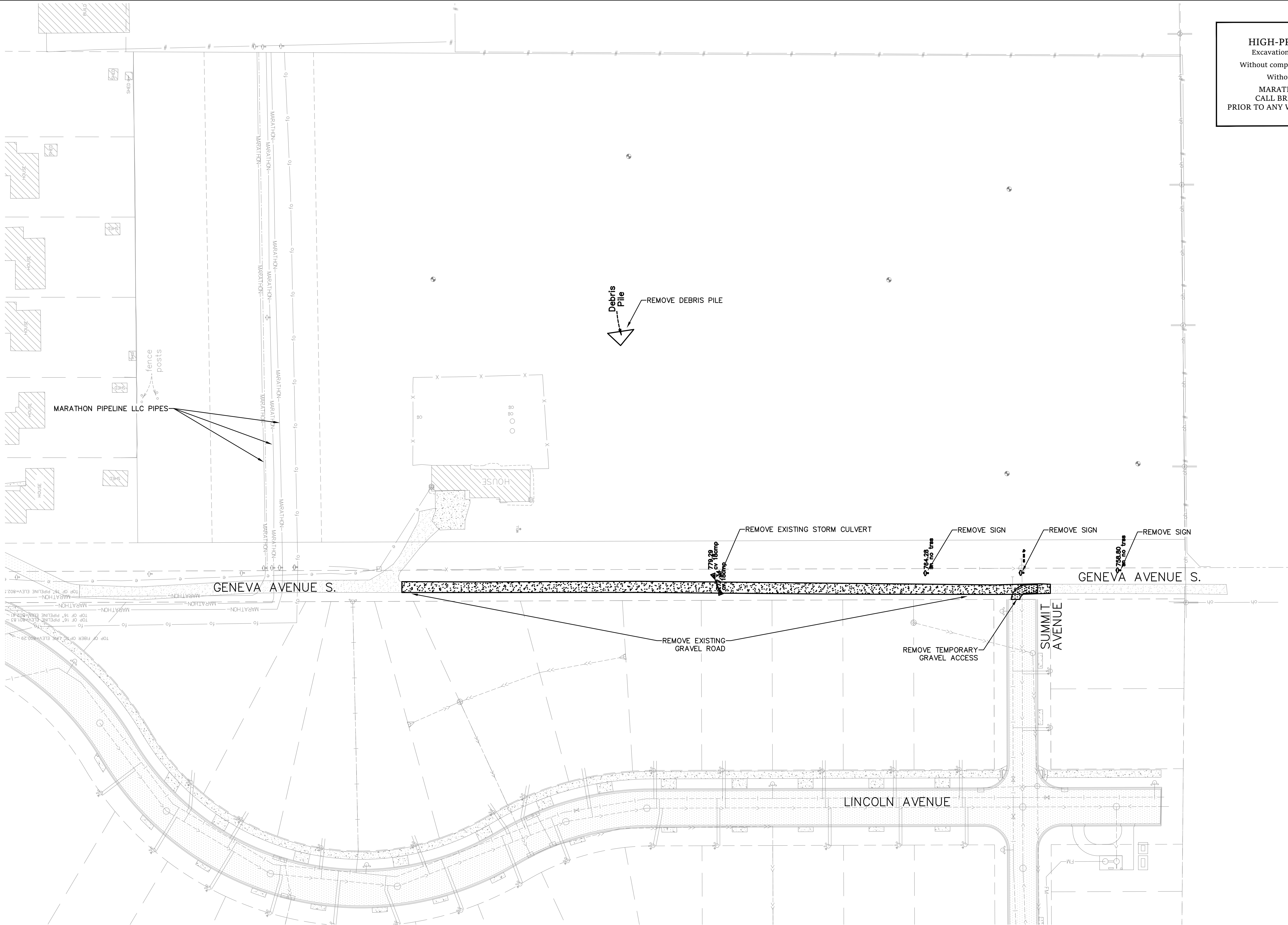
LEGEND			
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			SANITARY SEWER (SANITARY & WATERMAIN PLANS)
			SANITARY SEWER (STORM SEWER PLANS)
			FORCE MAIN
			HYDRANT
			GATE VALVE
			REDUCER
			CURB STOP
			WATERMAIN (SANITARY & WATERMAIN PLANS)
			WATERMAIN (STORM SEWER PLANS)
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STRUCTURE
			STORM SEWER (SANITARY & WATERMAIN PLANS)
			STORM SEWER (STORM SEWER PLANS)
			CULVERT
			PERFORATED DRAINTILE
			SOLID DRAINTILE SERVICE
			CASING
			UNDERGROUND ELECTRIC LINE
			UNDERGROUND FIBER OPTIC LINE
			UNDERGROUND GAS PIPELINE
			UNDERGROUND PETROLEUM PIPELINE
			UNDERGROUND TELEPHONE LINES
			UNDERGROUND TELEVISION LINE
			OVERHEAD UTILITY LINES
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			EDGE OF BITUMINOUS
			YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE)
			WHITE PAVEMENT STRIPING (SINGLE/DOUBLE)
			PHASE LINE
			CENTERLINE
			2' CONTOUR LINE
			10' CONTOUR LINE
			BASIN OUTLET LINE
			BASIN HIGH WATER LINE
			PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DRAINAGE FLOW ARROW
			DELINEATED / PROPOSED WETLAND LINE
			WETLAND BUFFER
			TREE LINE
			FEMA FLOODPLAIN BOUNDARY
			RETAINING WALL
			FENCE (BARBED WIRE)
			FENCE (CHAIN LINK)
			FENCE (WOOD)
			CONSERVATION AREA SIGN
			WETLAND BUFFER SIGN
			TYPE III BARRICADE
			LIGHT POLE
			STREET SIGNS
			PEDESTRIAN RAMP
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			BOUNDARY
			RIGHT OF WAY
			LOT LINE
			EASEMENT
			SET BACK LINE
			SECTION LINE
			RESTRICTED ACCESS
HATCH PATTERNS			
	GRAVEL SURFACE		
	BITUMINOUS SURFACE		
	CONCRETE SURFACE		

TOPOGRAPHIC SYMBOLS	
	CATCH BASIN
	CATCH BASIN BEEHIVE
	FLARED END SECTION
	GATE VALVE
	HYDRANT
	WATER SERVICE
	WATER WELL
	MONITORING WELL
	CLEANOUT
	HAND HOLE
	MANHOLE OTHER THAN SANITARY OR STORM
	SANITARY OR STORM MANHOLE
	LAWN SPRINKLER VALVE
	LAWN SPRINKLER HEAD
	UTILITY POLE
	TRANSFORMER BOX
	FIBER OPTIC BOX
	ELECTRIC BOX
	NATURAL GAS METER
	LIGHT POLE
	SEMAPHORE
	TELEPHONE BOX
	CABLE BOX
	CAST IRON MONUMENT
	FOUND IRON PIPE
	JUDICIAL LAND MARK
	PK NAIL
	CONTROL POINT
	SPIKE
	FLAG POLE
	TEST HOLE
	MAILBOX
	SIGN
	BOLLARD
	CONSERVATION POST
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB / BUSH

ABBREVIATIONS	
A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
CL	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LO	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT

LOT INFORMATION	
(TYPICAL SECTION NOT TO SCALE)	
	

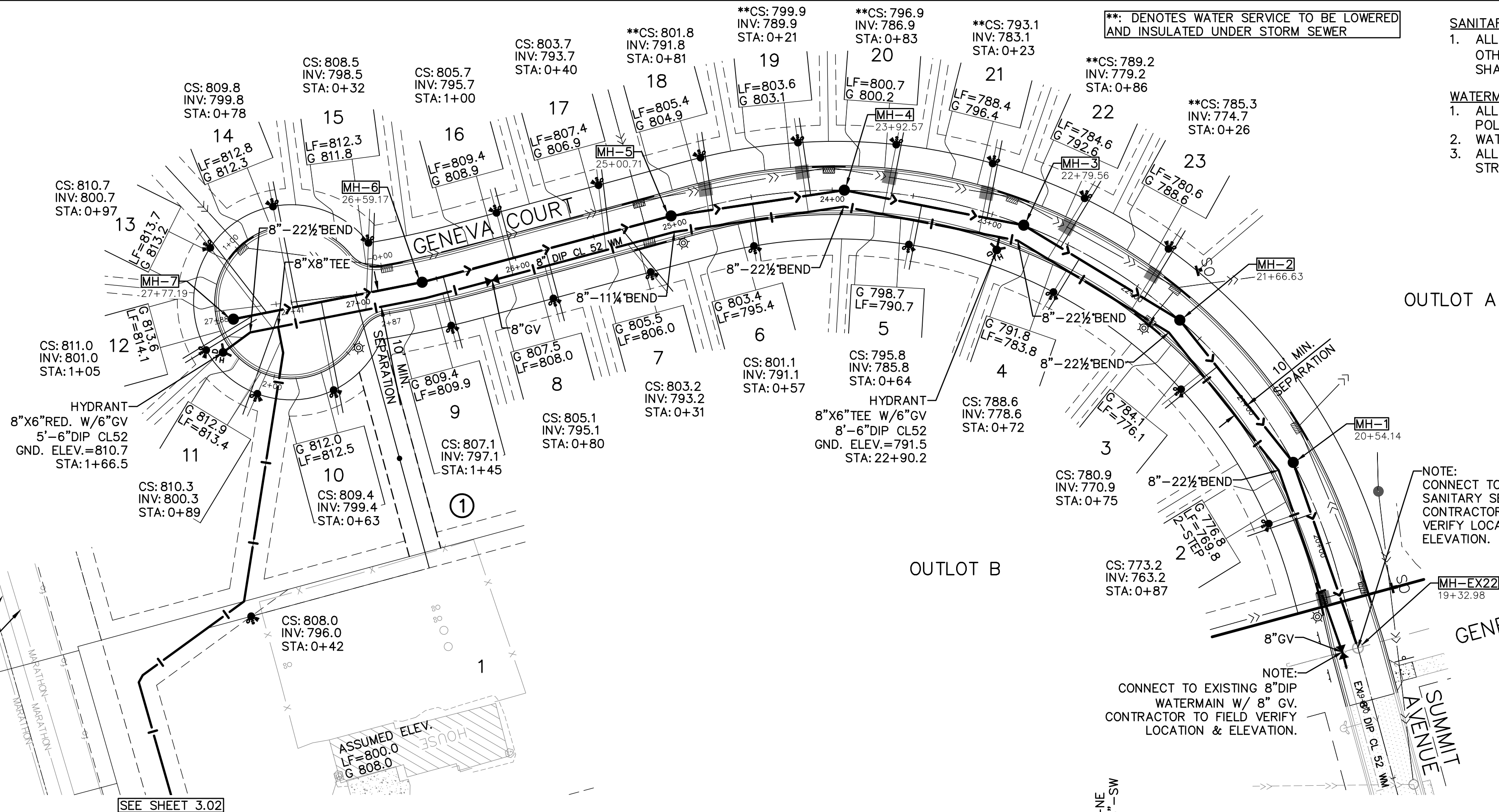
WARNING
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MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT



SERVICE NOTES:

1. ALL SANITARY SEWER SERVICES SHALL BE 4" PVC SCHEDULE 40 UNLESS OTHERWISE NOTED.
2. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWN STREAM MANHOLES.
3. ALL WATER SERVICES FOR TOWNHOMES SHALL BE 1" COPPER TYPE "K" W/ 7.5' MINIMUM COVER.
4. SANITARY SERVICE INVERTS SHOWN REPRESENT THE INVERT OF THE SERVICE AT THE CURB STOP LOCATION.
5. CURB STOPS SHALL BE LOCATED AT THE RIGHT-OF-WAY. CURB STOPS SHALL BE LOCATED 1' BEYOND R.O.W. WHEN SIDEWALK IS PRESENT. SEE PLATE SER-1 FOR DETAILS
6. SERVICE TAILS SHALL BE EXTENDED 15' PAST PROPERTY LINE. CURB BOX PLACED IN A DRIVEWAY MUST ADHERE TO CITY DETAIL PLATE SER-11.
7. 3' RISER AT END OF SEWER SERVICE INCIDENTAL TO CONTRACT.

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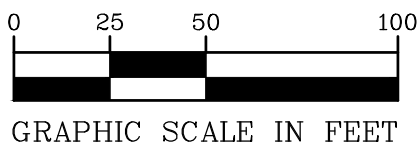


SANITARY SEWER NOTES:

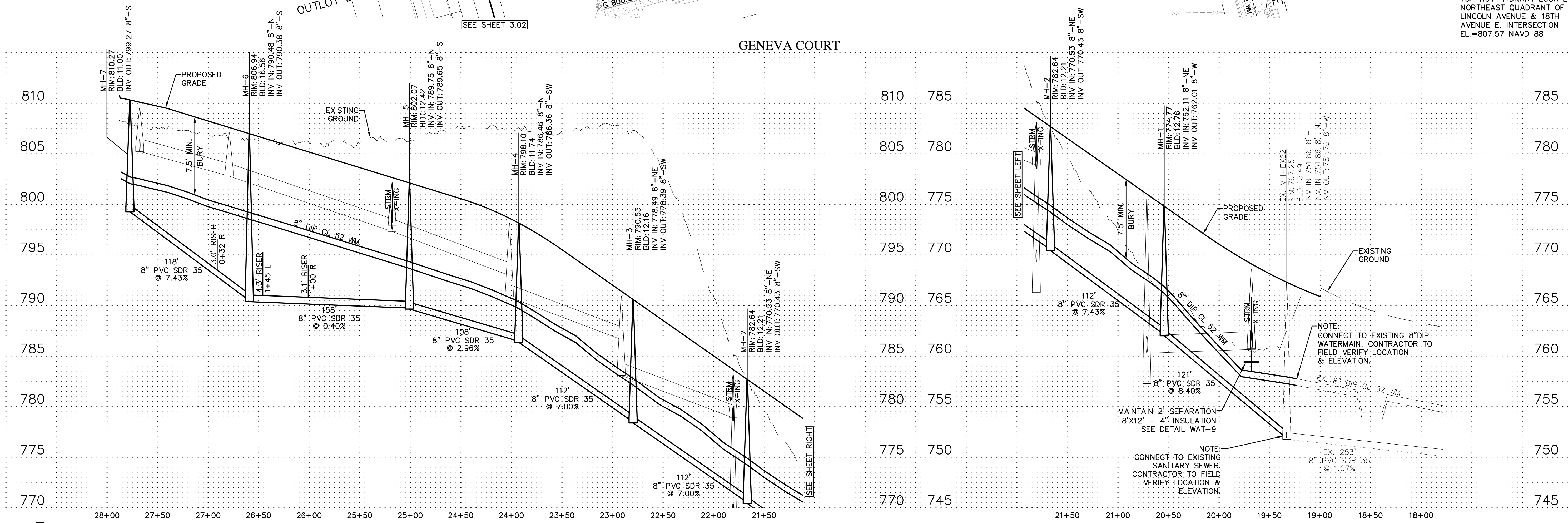
1. ALL PVC PIPE UNDER 18' OF BURY SHALL BE SDR 35 UNLESS OTHERWISE NOTED. ALL PVC PIPE BETWEEN 18'-28' OF BURY SHALL BE SDR 26 UNLESS OTHERWISE NOTED.

WATERMAIN NOTES:

1. ALL WATERMAIN SHALL BE DIP CLASS 52 WRAPPED IN POLYETHYLENE.
2. WATERMAIN SHALL HAVE A MINIMUM OF 7.5 FEET OF COVER.
3. ALL HYDRANTS REQUIRE CONCRETE HYDRANT PAD SEE DETAIL STR-37.



BENCH MARK
 TOP NUT HYDRANT LOCATED IN
 NORTHEAST QUADRANT OF
 LINCOLN AVENUE & 18TH
 AVENUE E. INTERSECTION
 EL.=807.57 NAVD 88



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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name

Brian N. Molinaro
 Brian N. Molinaro
 Reg. No. 47504 Date: 07-10-2026

Revisions
 1. 08-14-2026 City Comments
 2. 08-25-2026 City Comments

Date 07-10-2026
 Designed NAP
 Drawn SHA

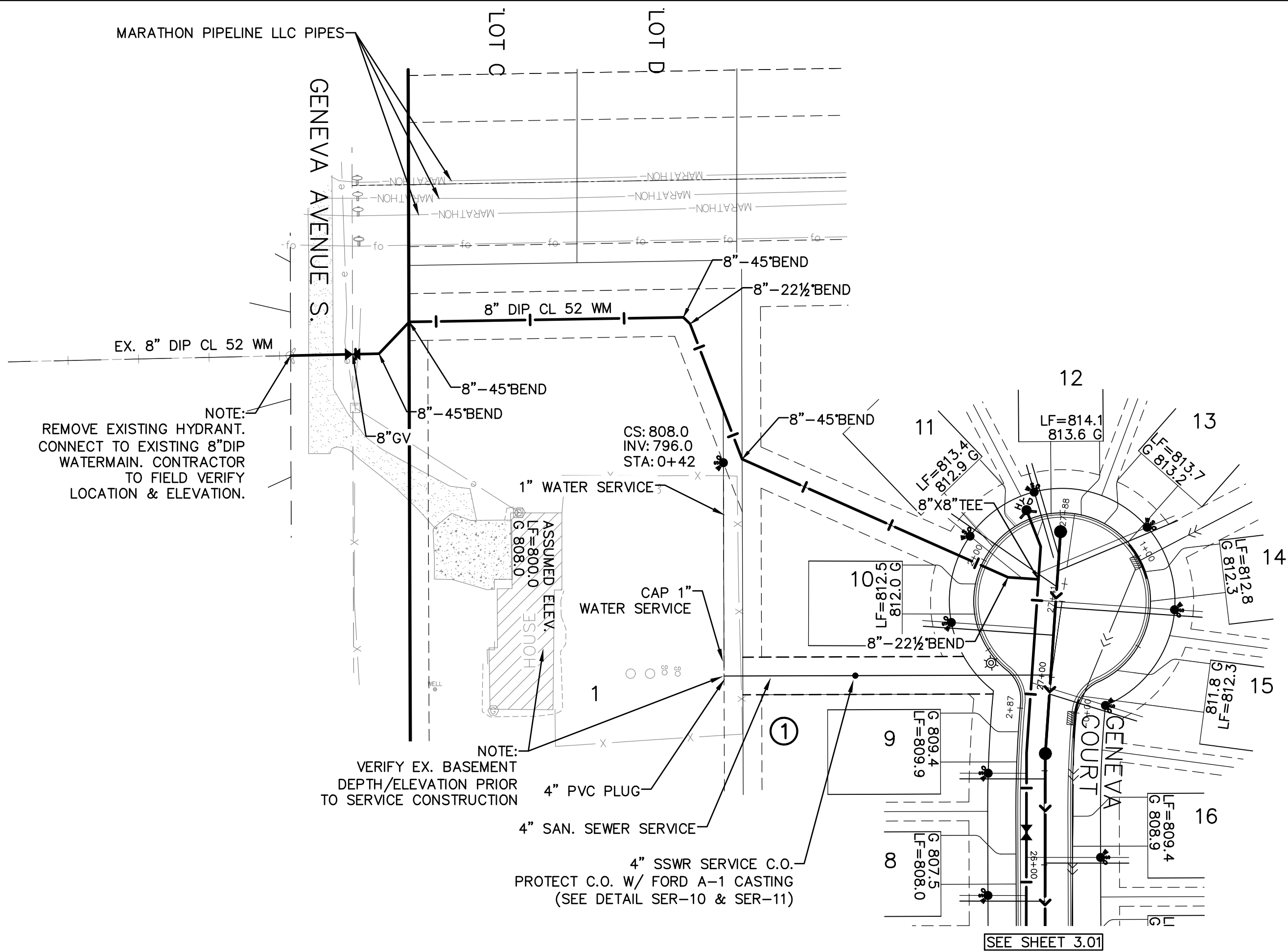
**SANITARY SEWER & WATERMAIN
 CONSTRUCTION PLAN**

LENNAR HOMES
 16305 36TH AVE. NO., SUITE 600
 PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
 COTTAGE GROVE, MINNESOTA

3.01 OF 25

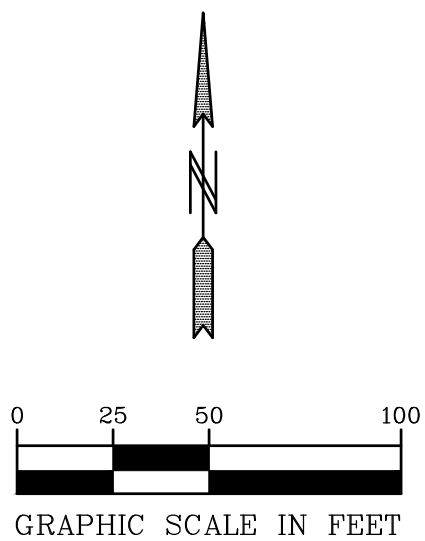
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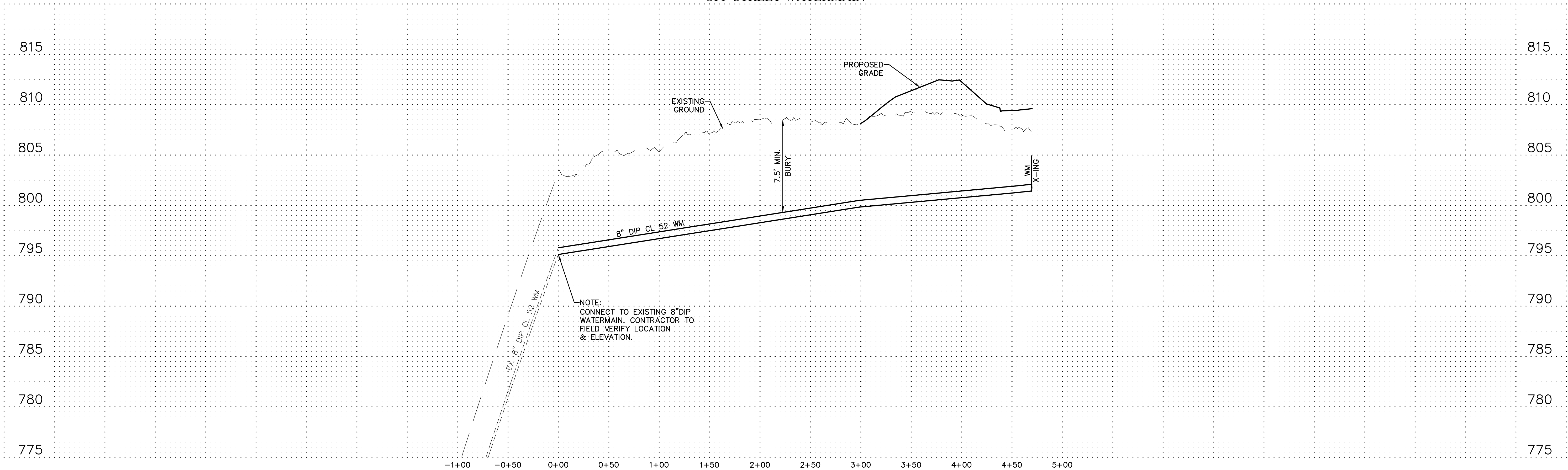
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BENCH MARK
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OFF-STREET WATERMAIN



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Reg. No.

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47504

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Designed: NAP
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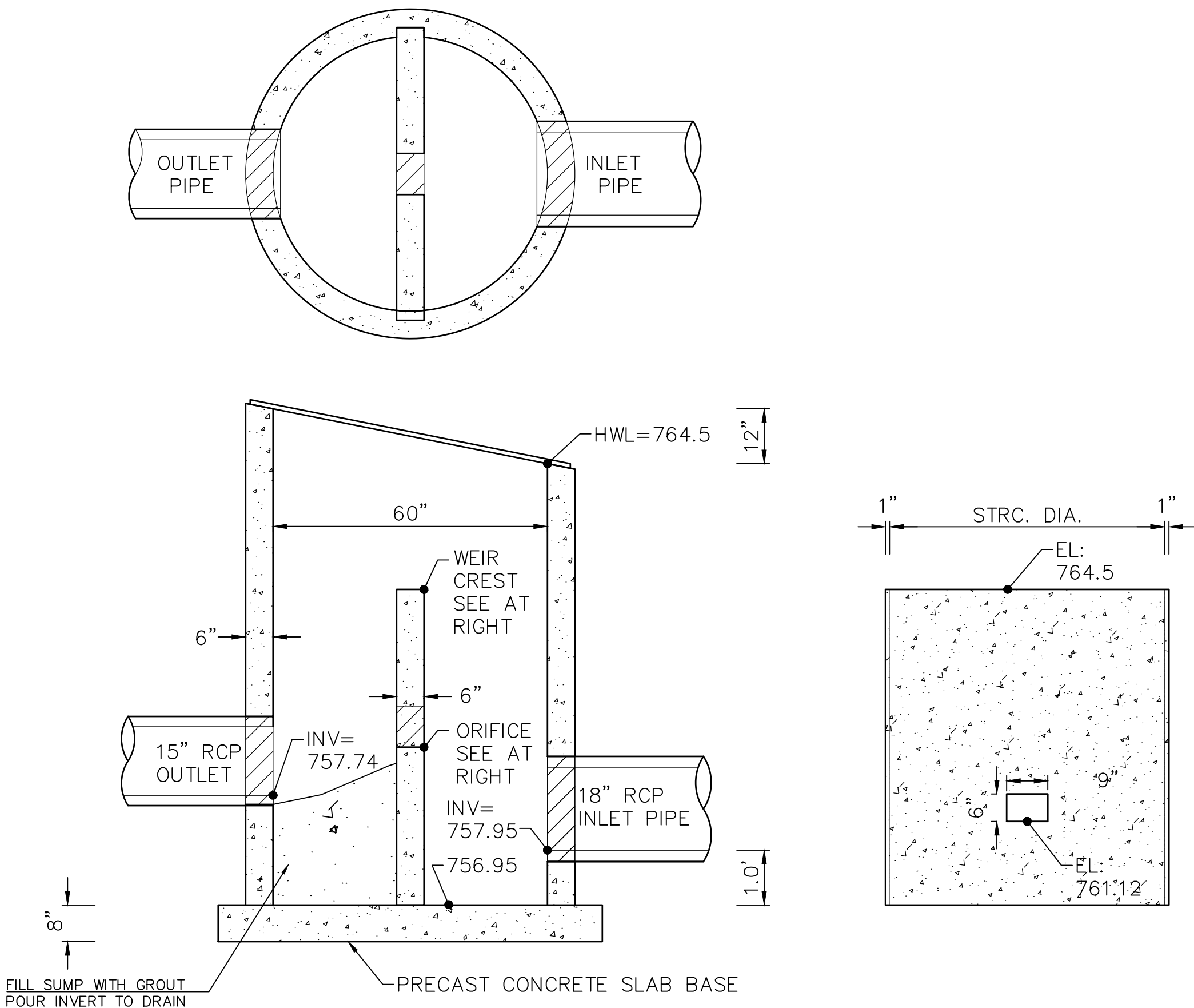
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GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

3.02 OF 25

01-ENG-125171-SHEET-SSWR



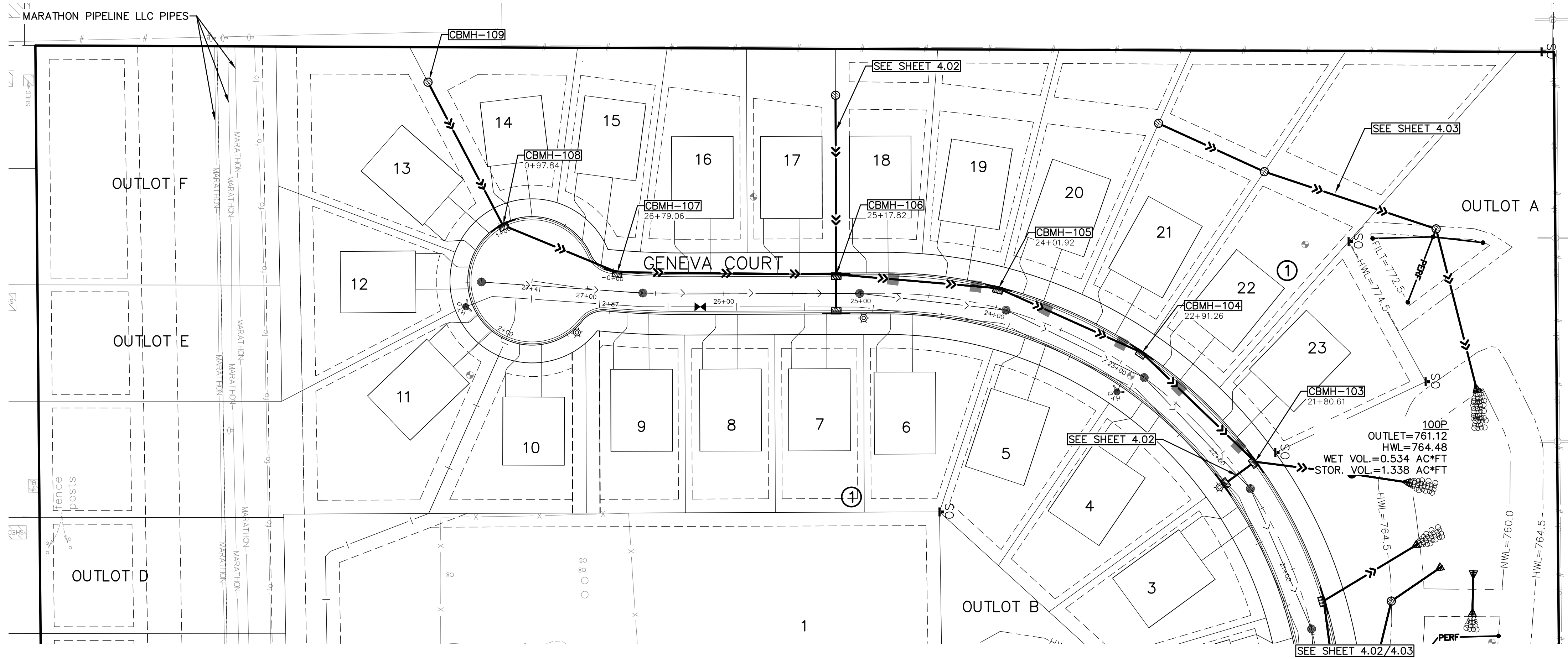
POND OUTLET CONTROL STRUCTURE CS-100
(NOT TO SCALE)

- NOTES:
- SEE CITY DETAIL PLATE ST0-23 FOR ADDITIONAL STRUCTURE DETAIL INFORMATION.
 - OCS STRUCTURES TO BE BACKFILLED WITH CLAY LINER MATERIAL.

STRUCTURE TABLE					
STRUCTURE NAME	TYPE	STRUCTURE SIZE	NEENAH CASTING OR EQUAL	NOTES	CITY DETAIL PLATE
100	OCS	60" DIA.	SPECIAL		STO-23
100D	STMH	48" DIA.	R-1642		STO-1
102	STMH	48" DIA.	R-1642		STO-3
103	CBMH	48" DIA.	R-3067 V	2	STO-6
104	CBMH	48" DIA.	R-3067 V		STO-5
105	CBMH	48" DIA.	R-3067 V		STO-5
106	CBMH	48" DIA.	R-3067 V		STO-5
107	CBMH	48" DIA.	R-3067 V		STO-5
108	CBMH	48" DIA.	R-3067 V		STO-5
109	CBMH	48" DIA.	R-4342		STO-9
111	CB	36"X24"	R-3067 V	1	STO-7
121	CB	36"X24"	R-3067 V	1	STO-7
131	CBMH	48" DIA.	R-4342		STO-9
142	CBMH	48" DIA.	R-3067 V	2	STO-6
143	CBMH	60" DIA.	R-3067 V		STO-5
144	CBMH	48" DIA.	R-3067 V	1	STO-5
152	CBMH	48" DIA.	R-4342		STO-9
153	CBMH	48" DIA.	R-4342		STO-9
154	CBMH	48" DIA.	R-4342		STO-9
200	CBMH	48" DIA.	R-4342		STO-9

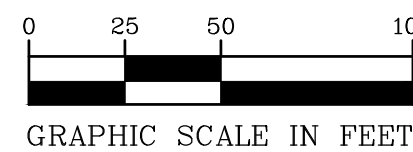
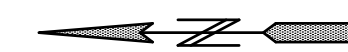
- WATER TIGHT SPECIAL NOTE.
 - STRUCTURE SHALL HAVE AN INTEGRAL BASE
 - PIPE CONNECTION TO STRUCTURE WITH PRESS-SEAL WATERSTOP GROUT RING OR APPROVED EQUAL.
 - PIPE JOINTS WITHIN 10' OF WATERMAIN WILL BE TONGUE AND GROOVE WITH A HAMILTON KENT SUPERSEAL GASKET OR APPROVED EQUAL MEETING ASTM-443.
 - ALL MH JOINTS WILL BE TONGUE AND GROOVE WITH A HAMILTON KENT SUPERSEAL GASKET OR APPROVED EQUAL MEETING ASTM-443.
- 3.0' SUMP INSTALLED

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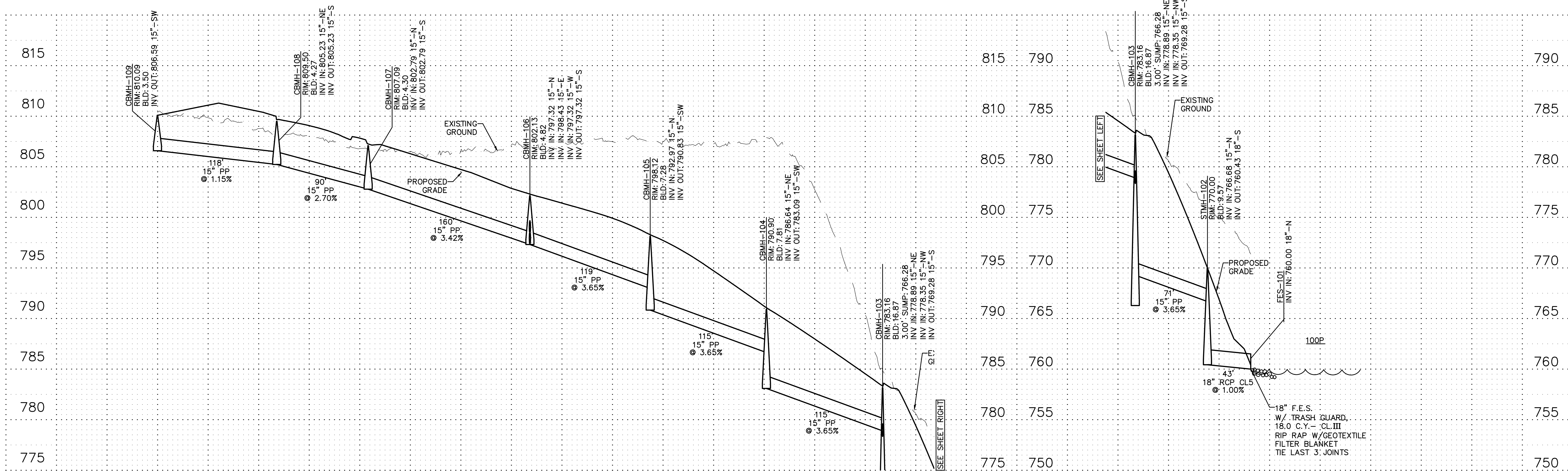


STORM SEWER NOTES:

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2. SEE SHEET 4.11 FOR DRAINTILE PLAN.
3. SEE SHEET 4.00 FOR STRUCTURE SCHEDULE & CONTROL STRUCTURE DETAILS
4. SEE BEDDING DETAILS BED-1,2,3,4



BENCH MARK
TOP NUT HYDRANT LOCATED IN
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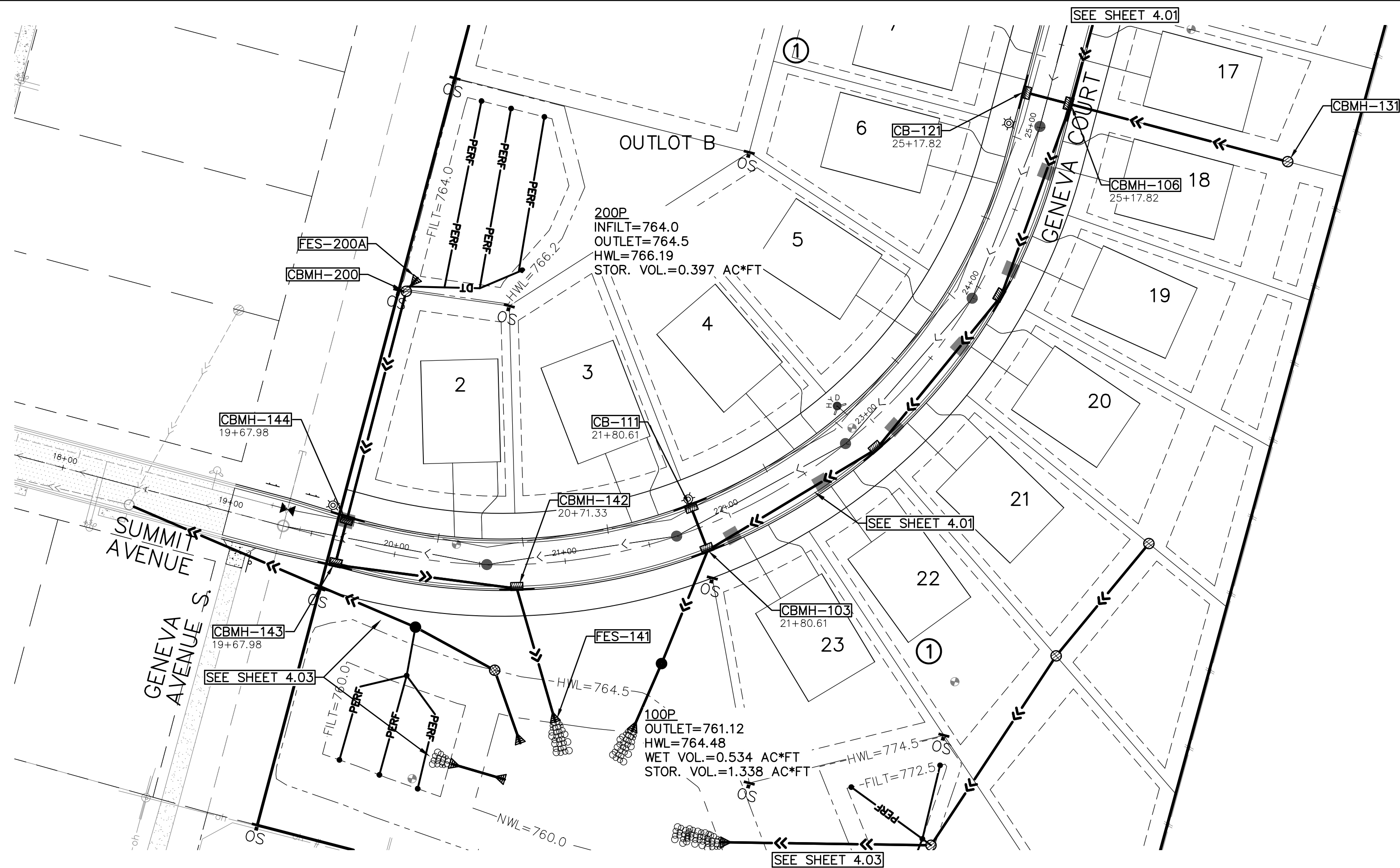
Date 07-10-2026
Designed NAP
Drawn SHA

STORM SEWER CONSTRUCTION PLAN

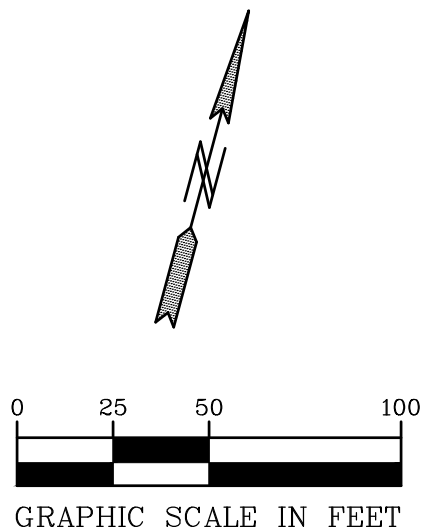
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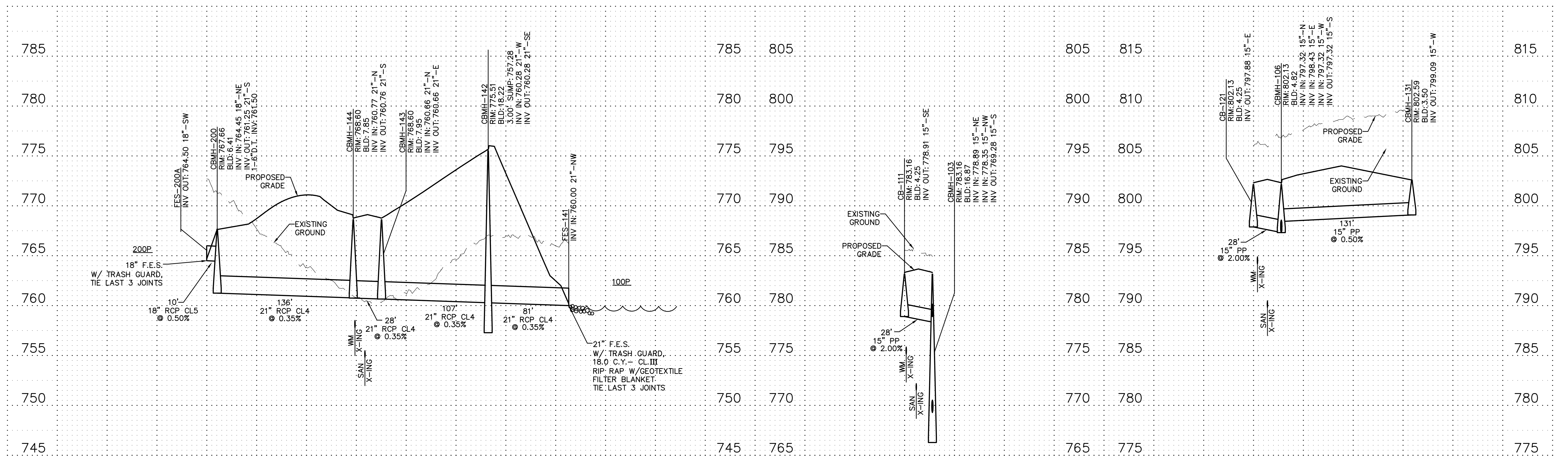
4.01 OF 25



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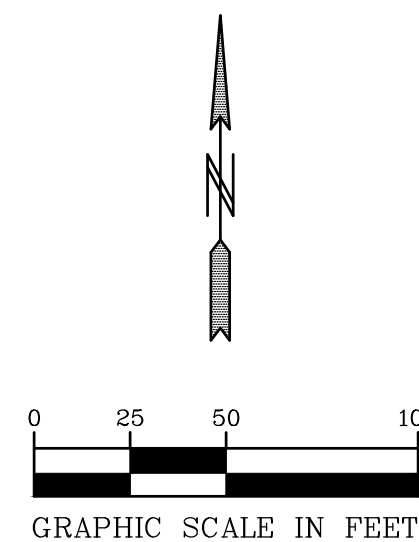
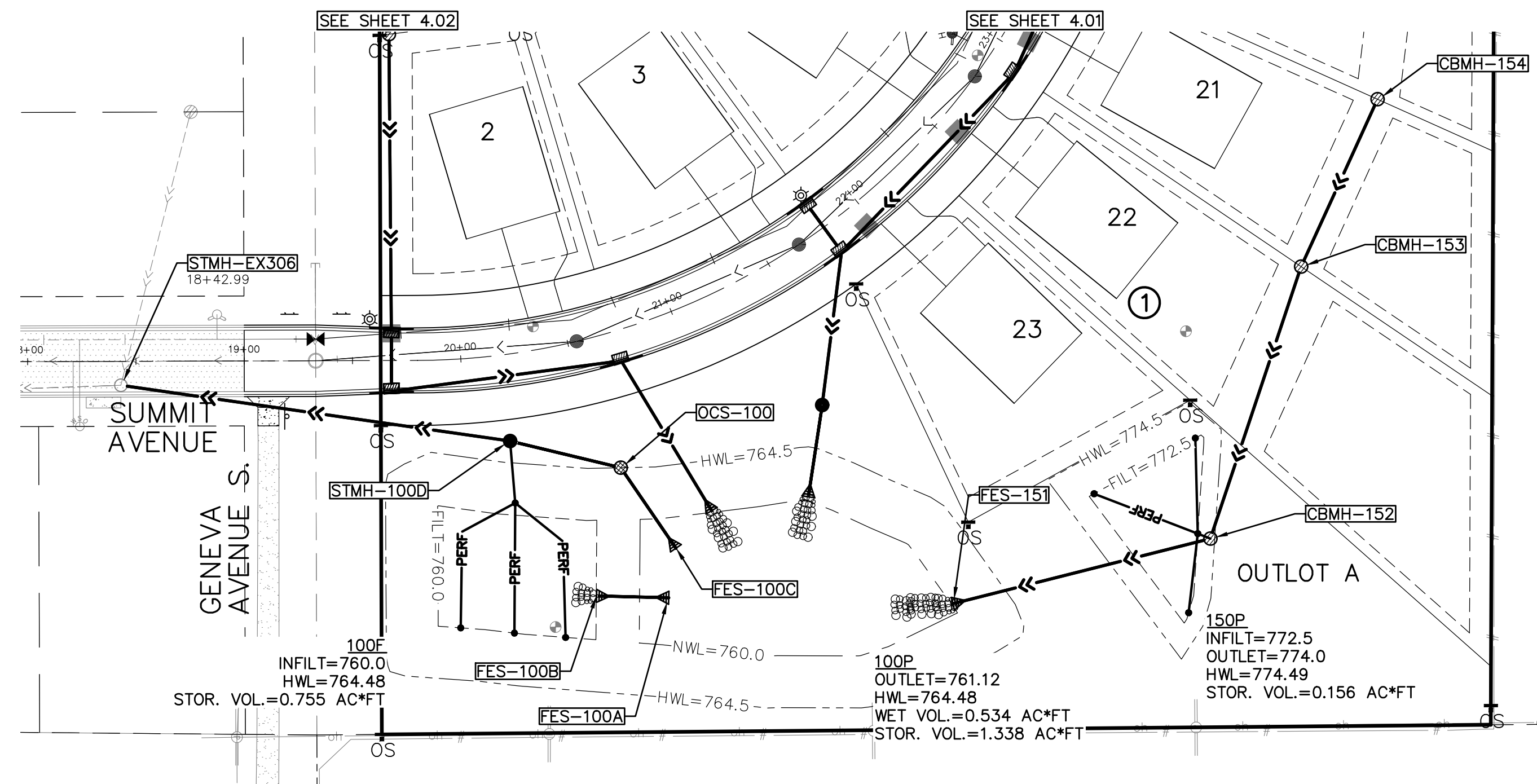


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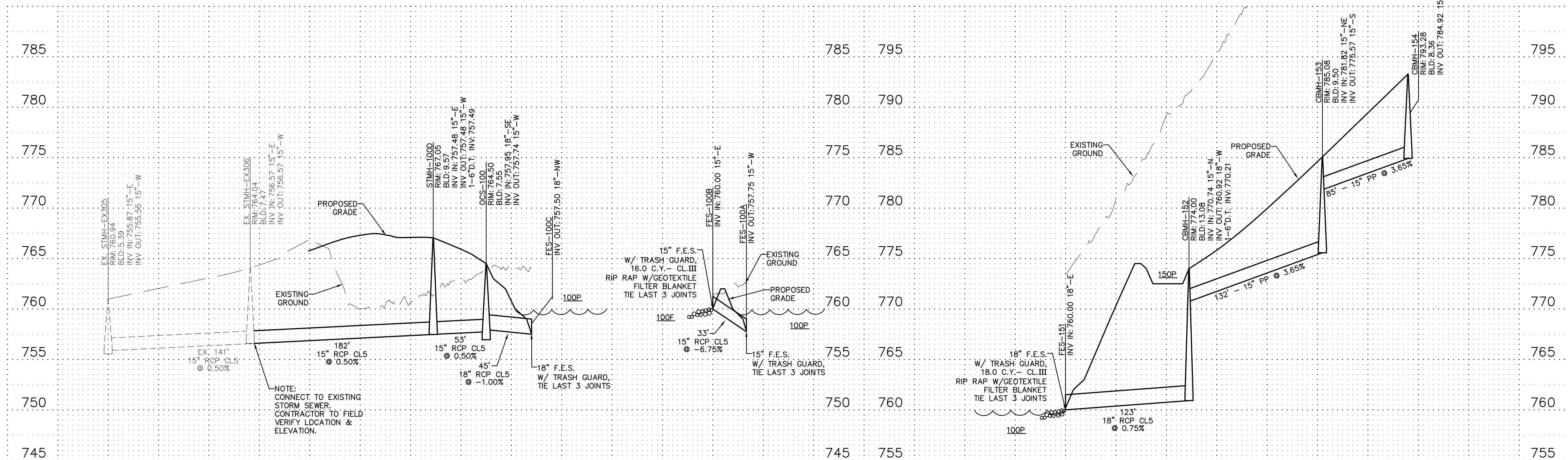


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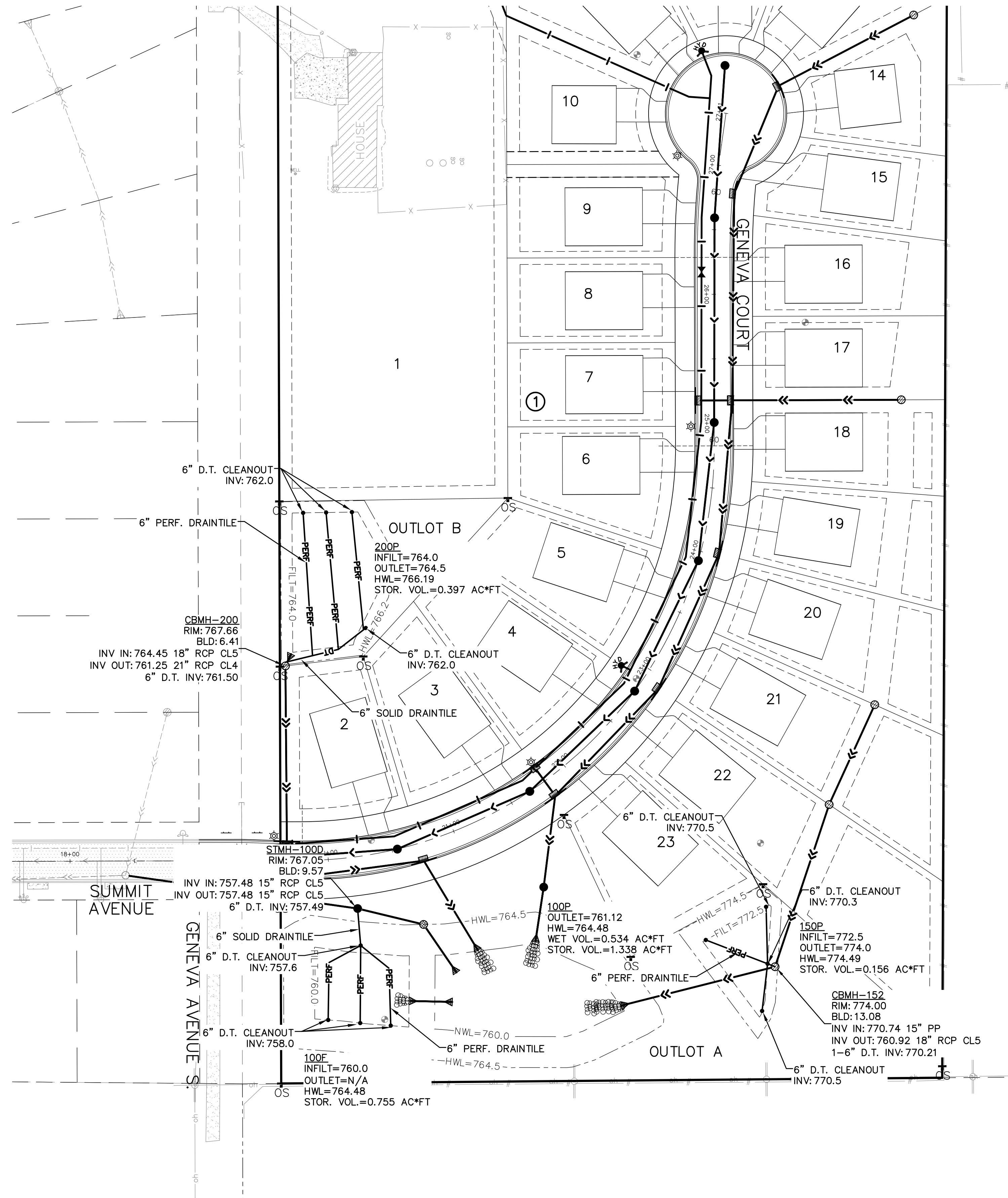
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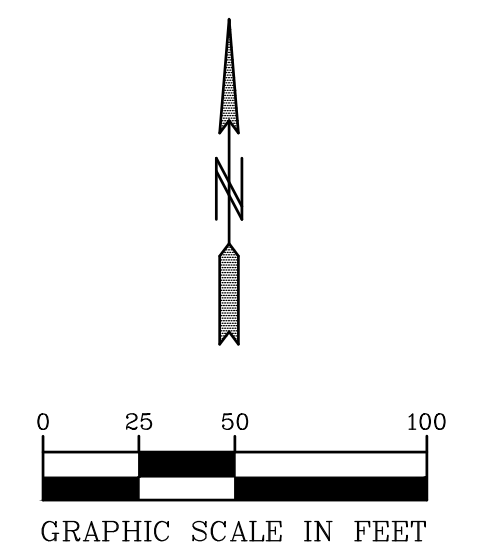
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4.03 OF 25



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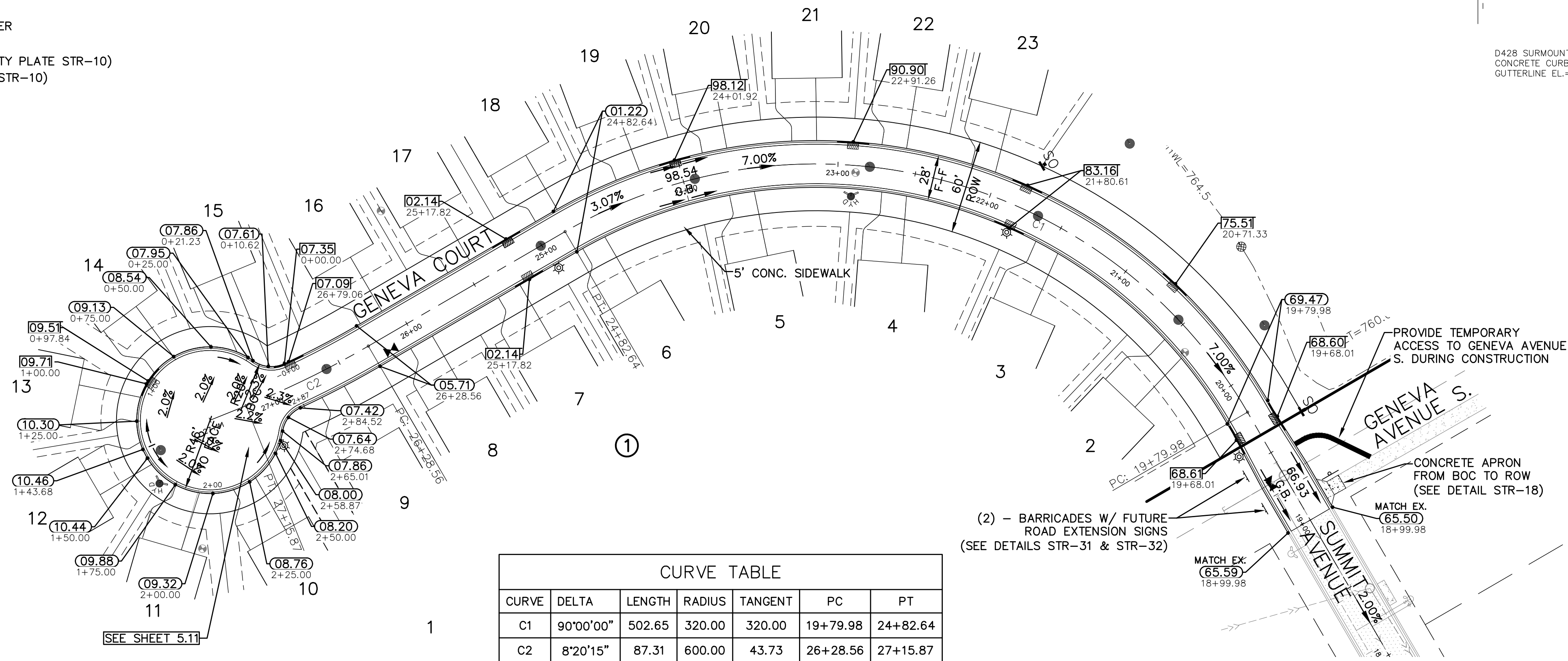
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EL.=807.57 NAVD 88

CURB LEGEND

- 08.15 = GUTTER ELEVATION FOR SURMOUNTABLE CURB
08.32 = GUTTER ELEVATION FOR B618 CURB
08.32 T.O. = GUTTER ELEVATION FOR B612 CURB WITH TIP OUT GUTTER
07.82 = BITUMINOUS ELEVATION
= SURMOUNTABLE CURB & GUTTER (CITY PLATE STR-10)
= B618 CURB & GUTTER (CITY PLATE STR-10)
= BITUMINOUS EDGE

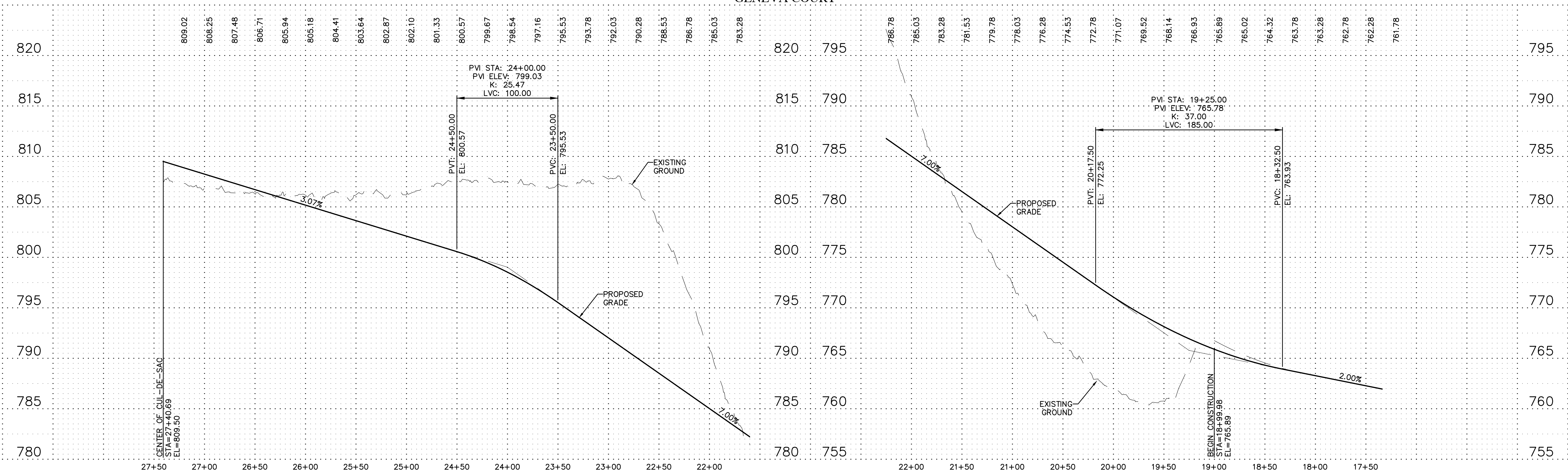
STREET CONSTRUCTION NOTES:

1. FINAL WEAR COURSE TO BE FUTURE CONSTRUCTION.
2. BITUMINOUS WEDGE TO BE INSTALLED PER CITY DETAIL STR-26.
3. SIDEWALK PEDESTRIAN RAMPS WILL REQUIRE FLARES PER MNDOT PEDESTRIAN RAMP DETAIL PLATES.
4. SEE INTERSECTION DETAILS SHEETS FOR PEDESTRIAN RAMP CURB RETURN GRADES AND ELEVATIONS.



CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	90°00'00"	502.65	320.00	320.00	19+79.98	24+82.64
C2	8°20'15"	87.31	600.00	43.73	26+28.56	27+15.87

GENEVA COURT



PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name

Brian N. Molinaro
Brian N. Molinaro
Reg. No. 47504 Date 07-10-2026

Revisions
1. 08-14-2026 City Comments
2. 08-25-2026 City Comments

Date 07-10-2026
Designed NAP
Drawn SHA

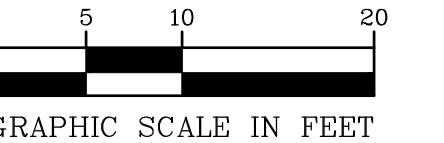
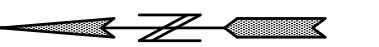
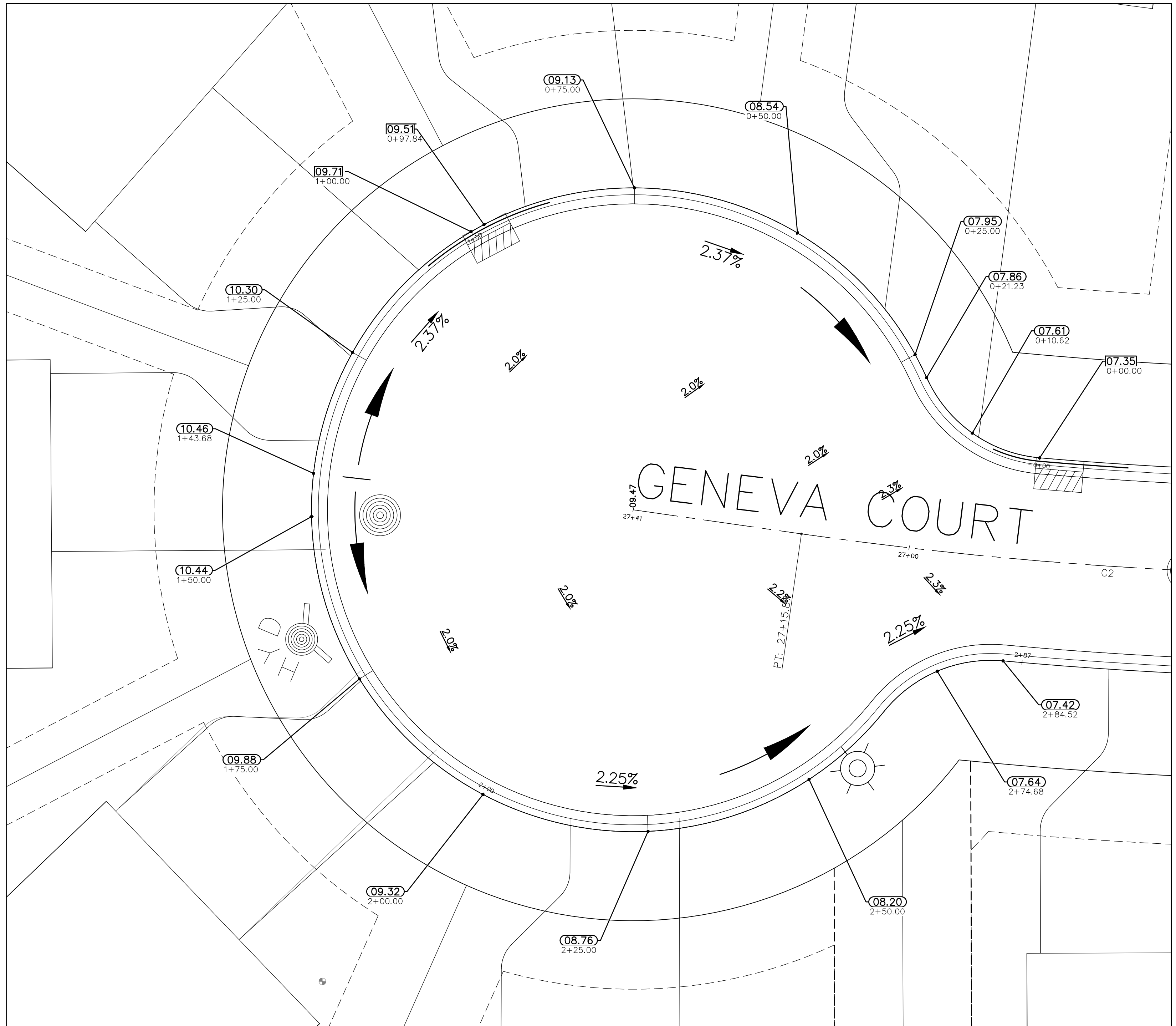
STREET CONSTRUCTION PLAN

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

5.01 OF 25

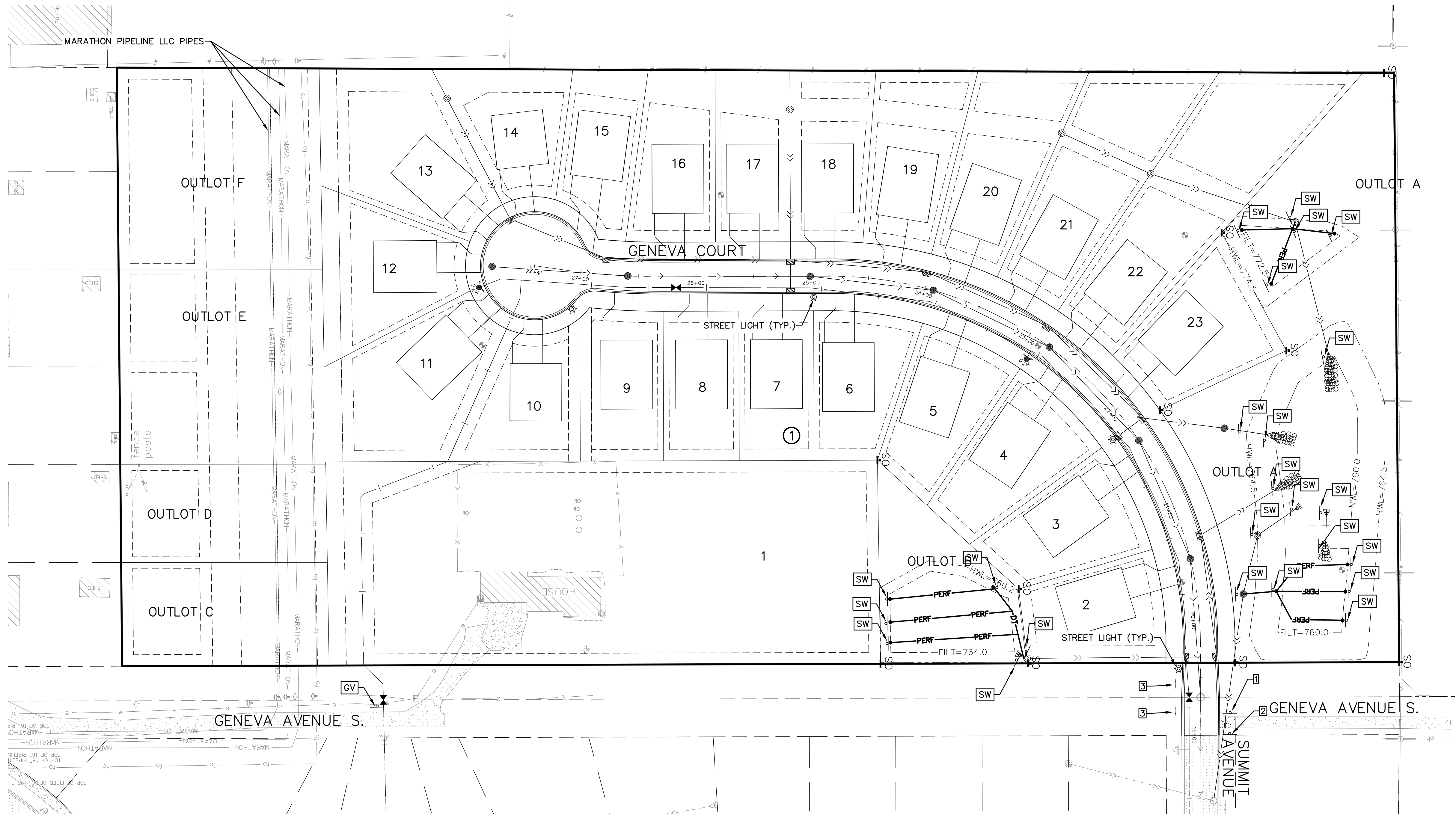
- CURB LEGEND**
- 08.15 = GUTTER ELEVATION FOR D428 SURMOUNTABLE CURB
 - 08.32 = GUTTER ELEVATION FOR B618 CURB
 - = SURMOUNTABLE CURB & GUTTER (CITY PLATE STR-10)
 - = B618 CURB & GUTTER (CITY PLATE STR-10)
 - = BITUMINOUS EDGE



BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

GENEVA COURT CUL-DE-SAC

WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with STATE ONE-CALL , AND
Without Written Permission From
MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT



SIGNAGE LEGEND

1 STREET NAME

2 PRIVATE DRIVEWAY DO NOT ENTER

3 PERMANENT BARRICADE W/ "FUTURE ROAD EXTENSION SIGN" SEE DETAIL STR-31 & STR-32

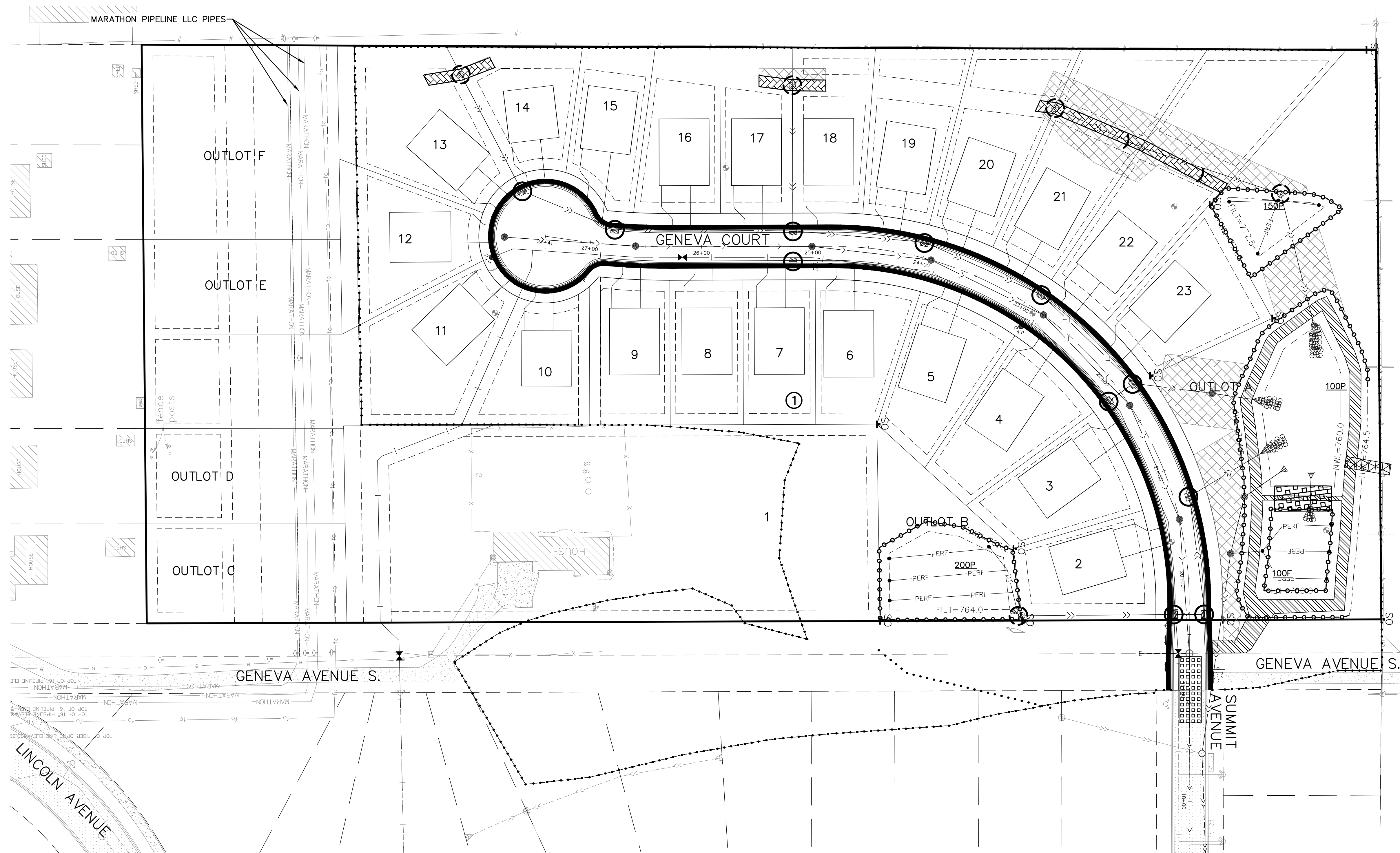
"OPEN SPACE SIGN"

STRUCTURE MARKERS (SEE DETAIL STR-41)

MH SANITARY
SW STORM SEWER
GV WATER MAIN

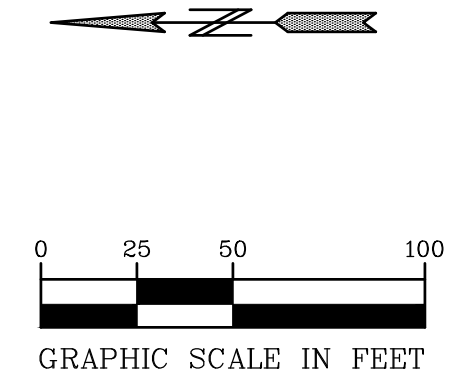
NOTES:
1. STOP SIGNS AND POSTS
INSTALLED BY CONTRACTOR
2. STREET NAME SIGNS AND POSTS
TO BE INSTALLED BY COTTAGE
GROVE PUBLIC WORKS

BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

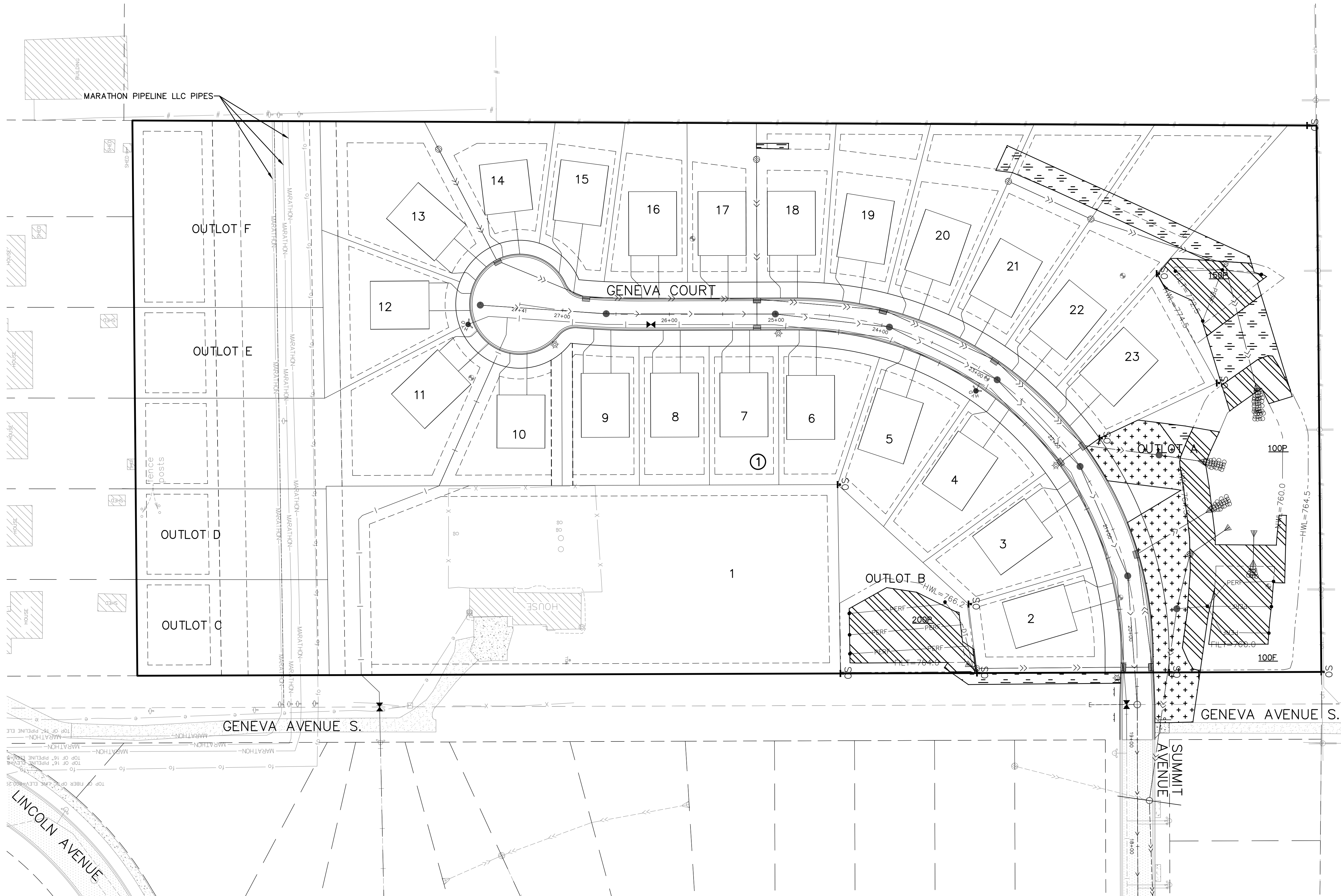


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PRIOR TO ANY WORK IN MARATHON EASEMENT

LEGEND			
	ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING		BASIN ACCESS 7% SLOPE MAX.
	PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING		SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
	HEAVY DUTY SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.		CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
	CAT 20 EROSION CONTROL BLANKET FROM BACK OF CURB TO ROW. TO BE INSTALLED AFTER COMPLETION OF SIDEWALK CONSTRUCTION.		CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
	STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST		MNDOT CAT 20 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
	MNDOT CAT 30 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION		FLEXAMAT OVERFLOW
	STABILIZED EMERGENCY OVERFLOW		



BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88



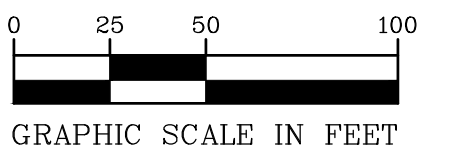
- TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MAY 1 – AUGUST 1: MINNESOTA STATE SEED MIXTURE O (OATS) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - AUGUST 1 – OCTOBER 1: MINNESOTA STATE SEED MIXTURE WW (WINTER WHEAT) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 1 COMMERCIAL FERTILIZER, 10–10–20 @ 200 LBS. PER ACRE

- PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 25–121 (SANDY GENERAL ROADSIDE) AT 61.0 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 3 SLOW-RELEASE FERTILIZER, 22–5–10, MINIMUM 70% WATER-INSOLUBLE NITROGEN @ 350 POUNDS PER ACRE.

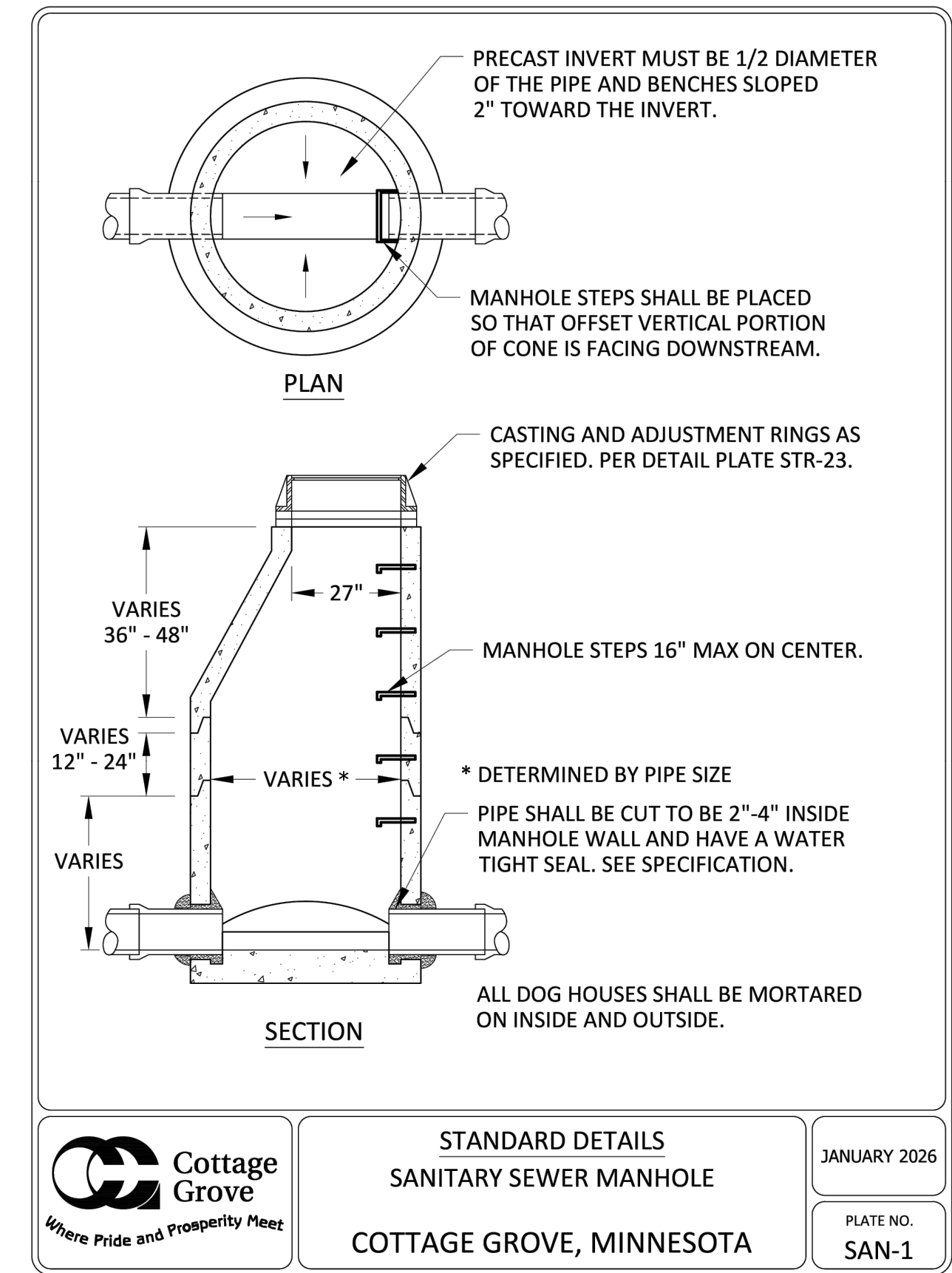
- PERMANENT BASIN SEEDING SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- WET BASIN BENCH/(IN)FILTRATION BASIN: MINNESOTA STATE SEED MIXTURE WD (WET DITCH) AT 20 POUNDS PER ACRE.
 - ABOVE BASIN BENCH TO HIGH WATER LEVEL: MINNESOTA STATE SEED MIXTURE STR (SOUTHERN TALLGRASS ROADSIDE) AT 26 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18–1–8 FOR LOAM & CLAY LOAM OR 17–10–7 FOR SANDY SOILS @ 120 LBS PER ACRE EACH

- UPLAND/NATURAL AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE STR (SOUTHERN TALLGRASS ROADSIDE) AT 26 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18–1–8 FOR LOAM & CLAY LOAM OR 17–10–7 FOR SANDY SOILS @ 120 LBS PER ACRE EACH

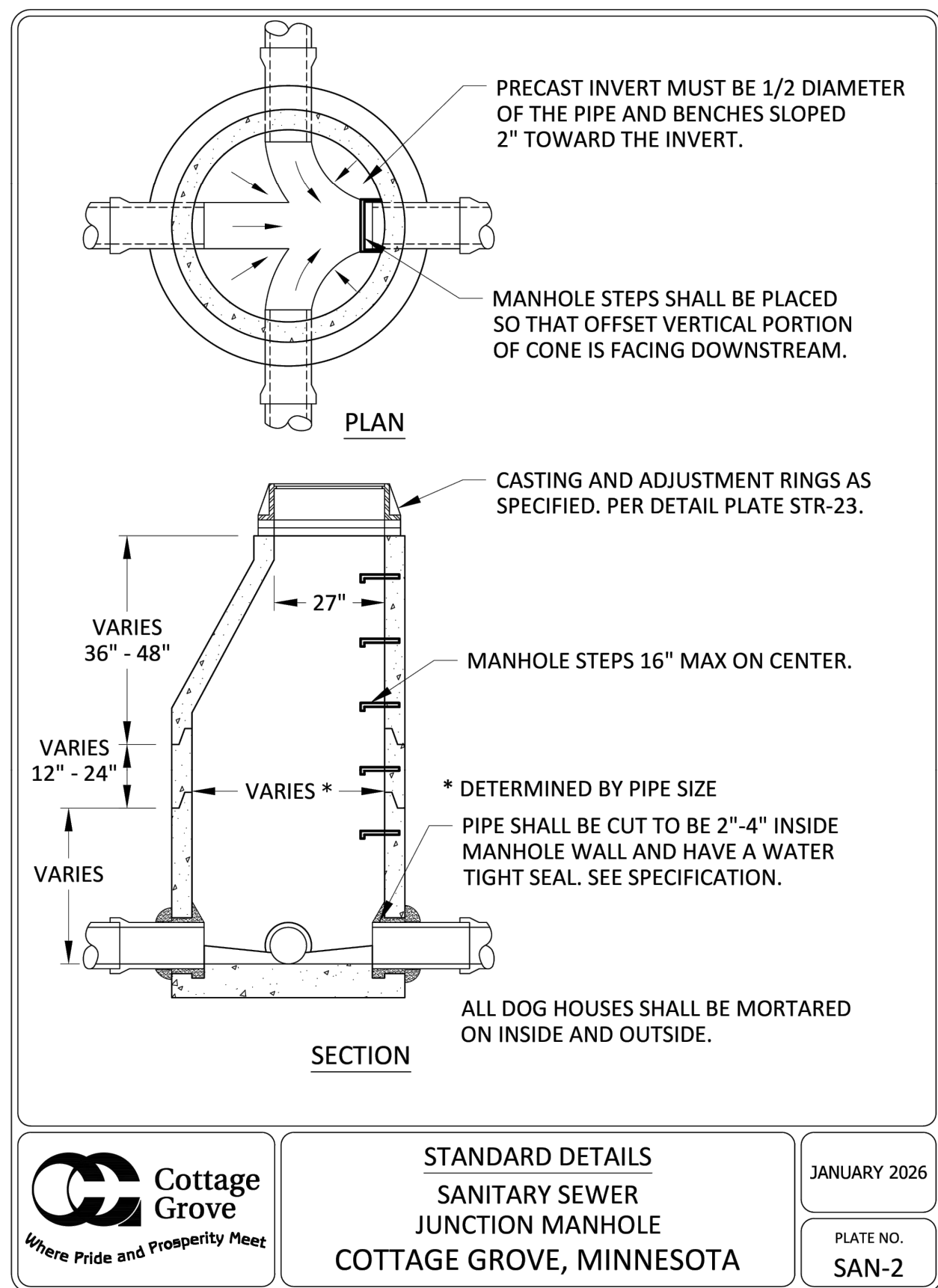
WARNING
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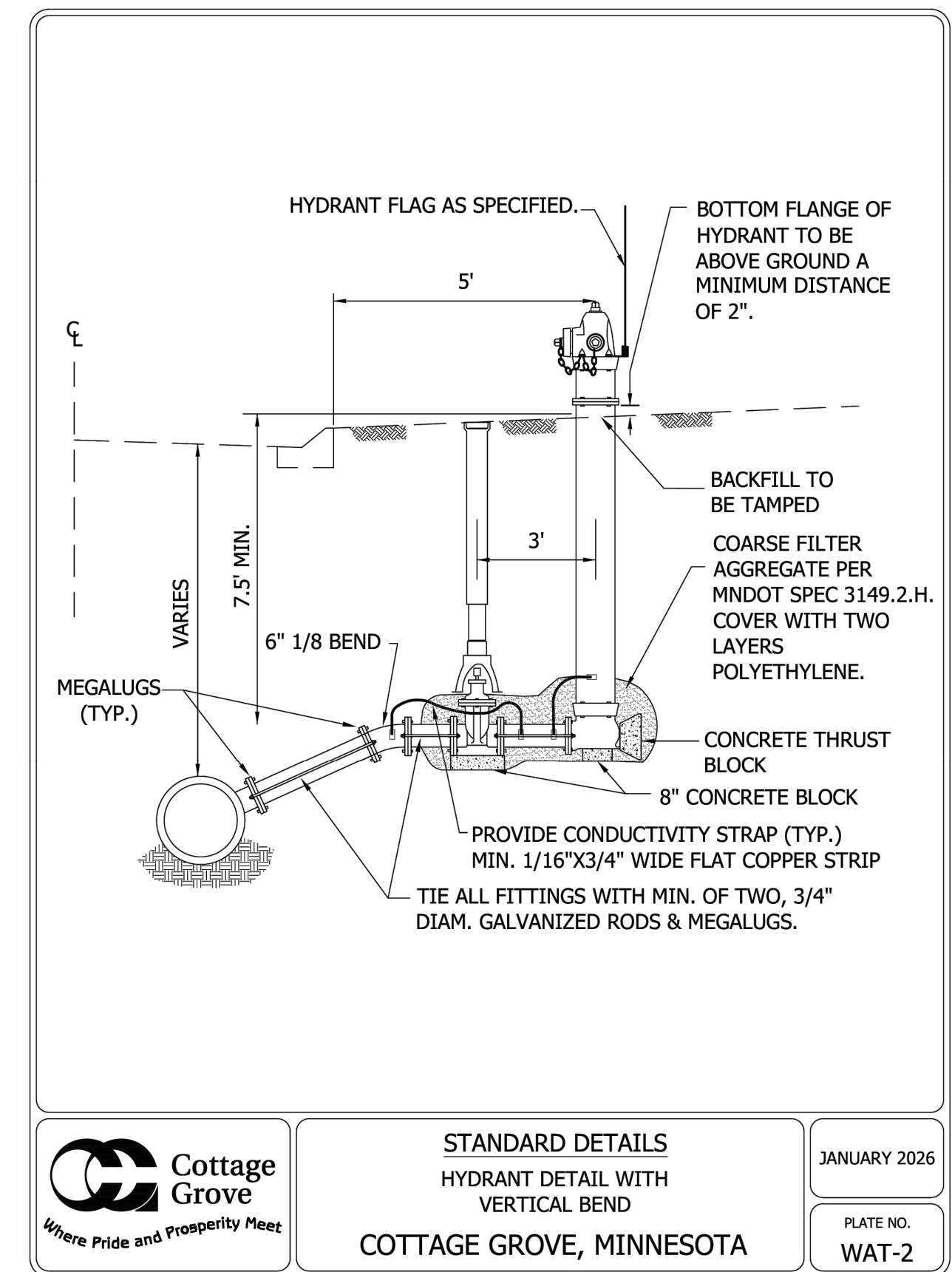
BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88



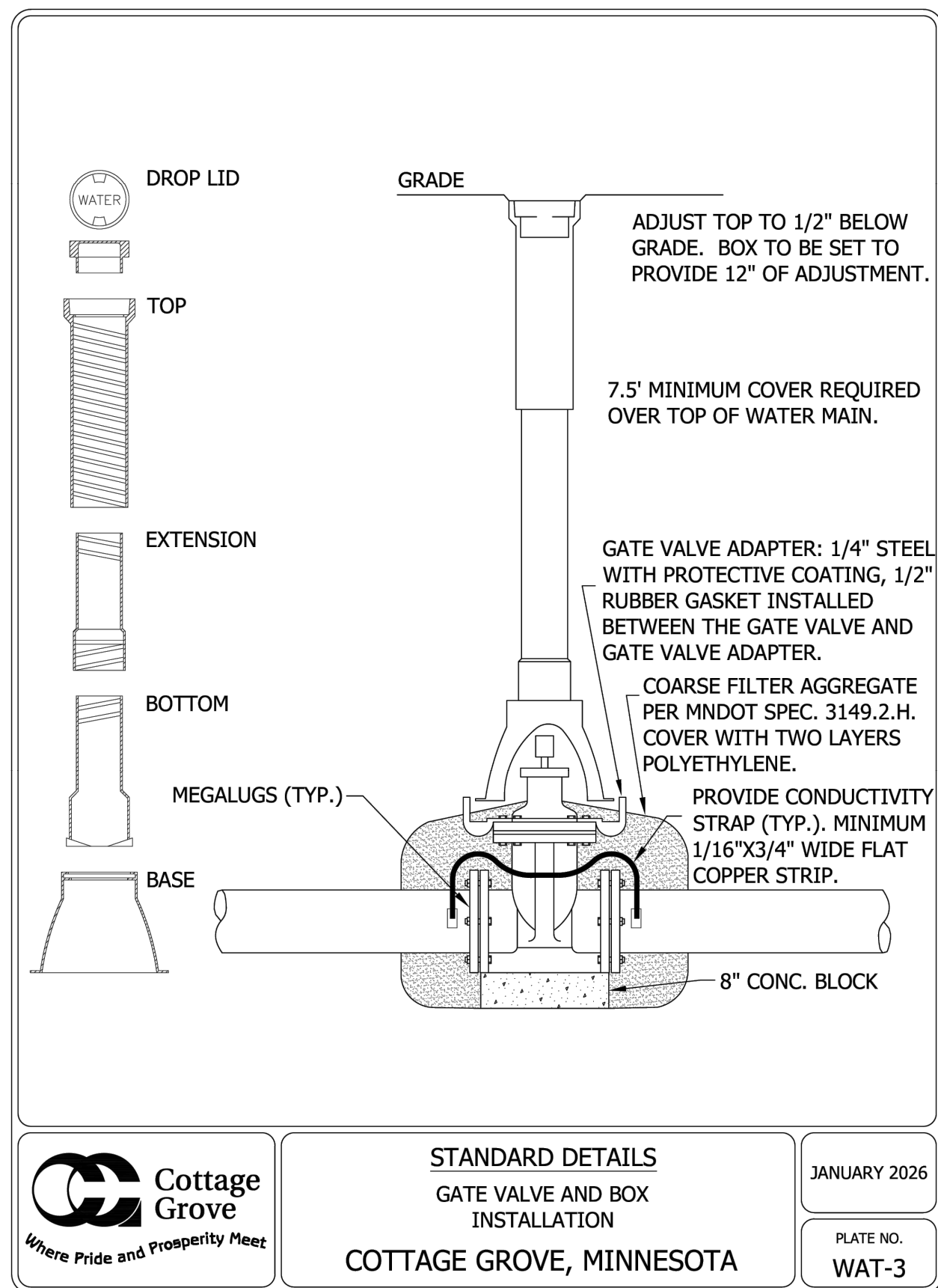
48_SAN1.DWG



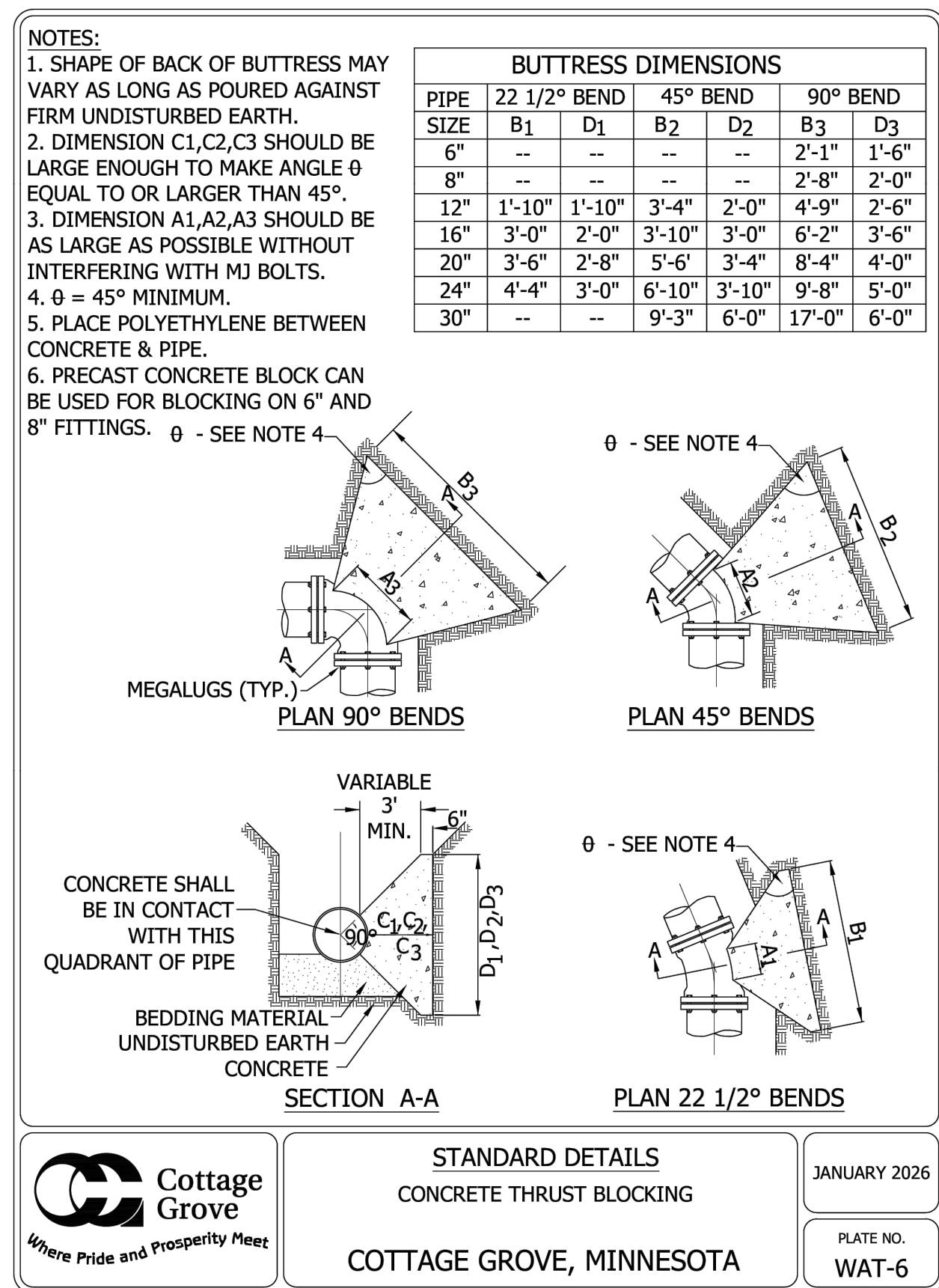
48_SAN2.DWG



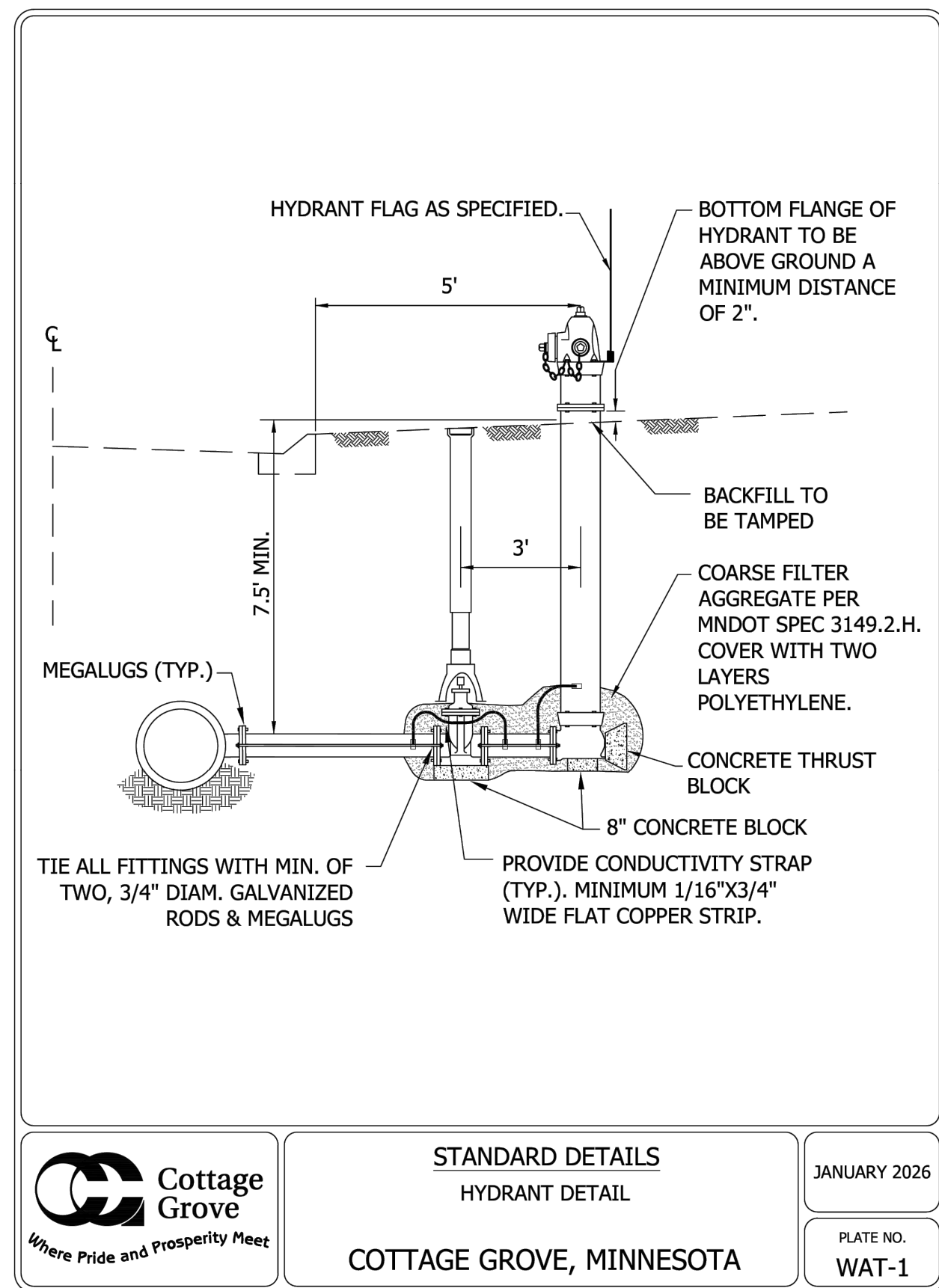
48_WAT2.DWG



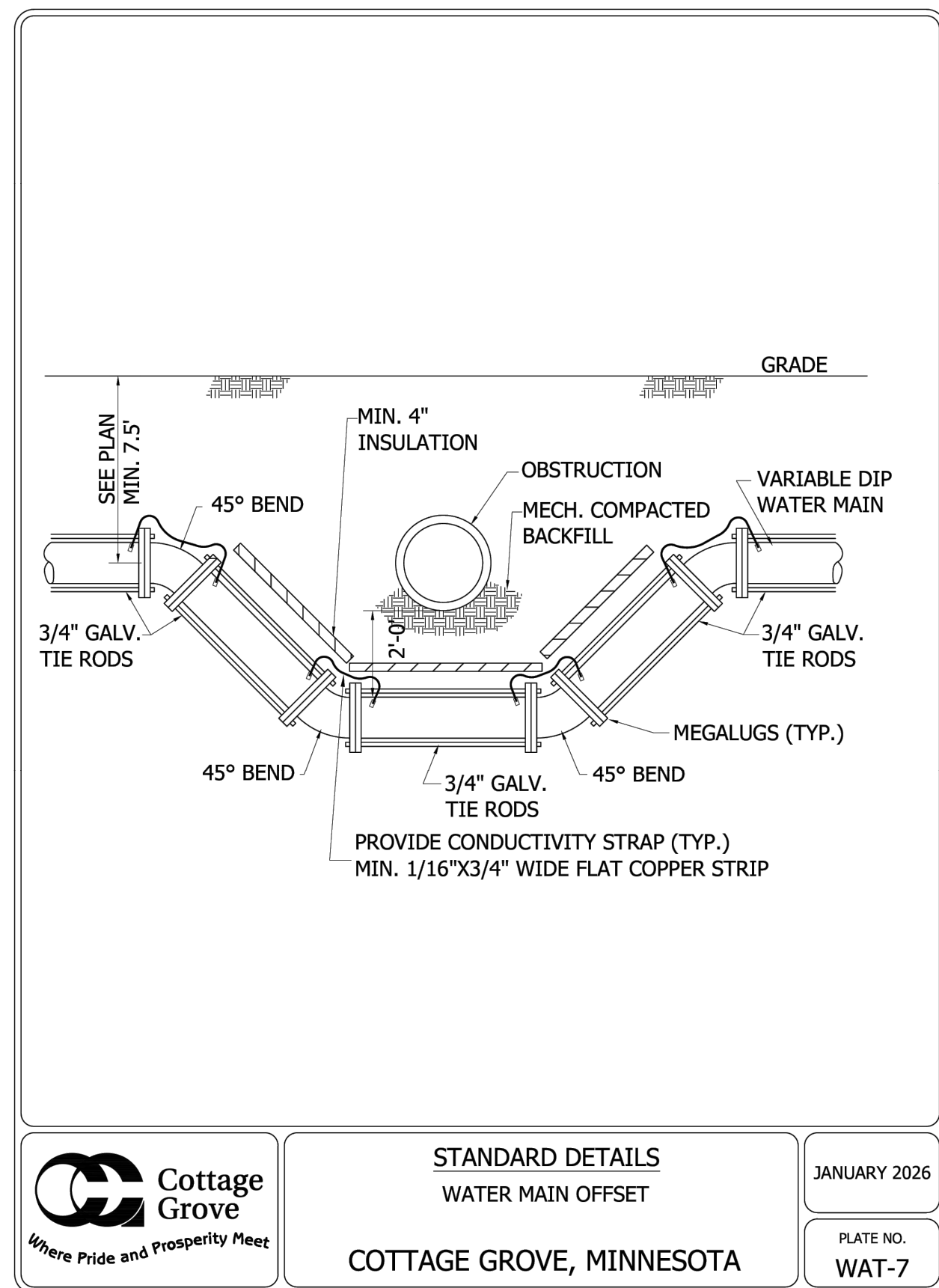
48_WAT3.DWG



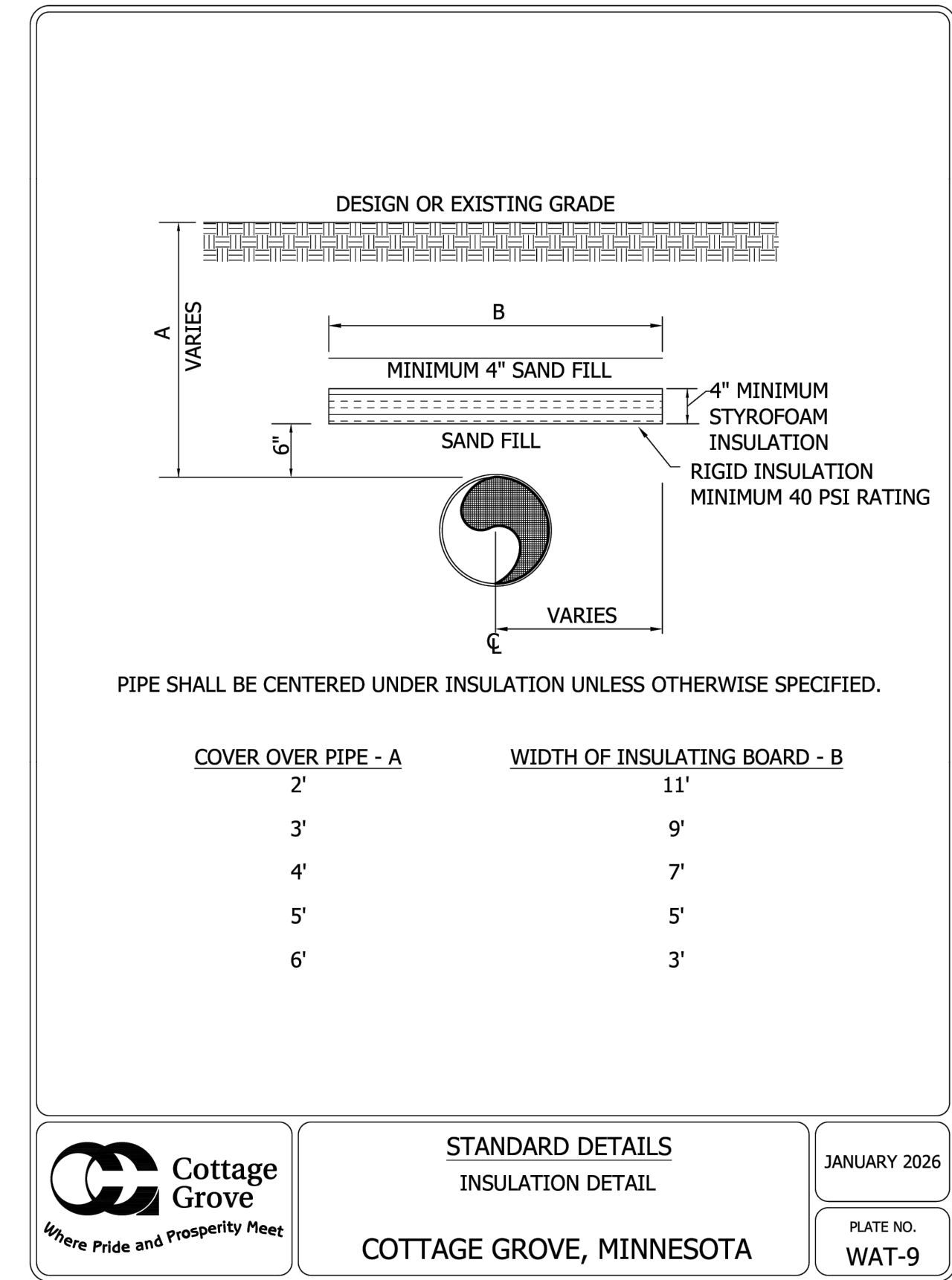
48_WAT6.DWG



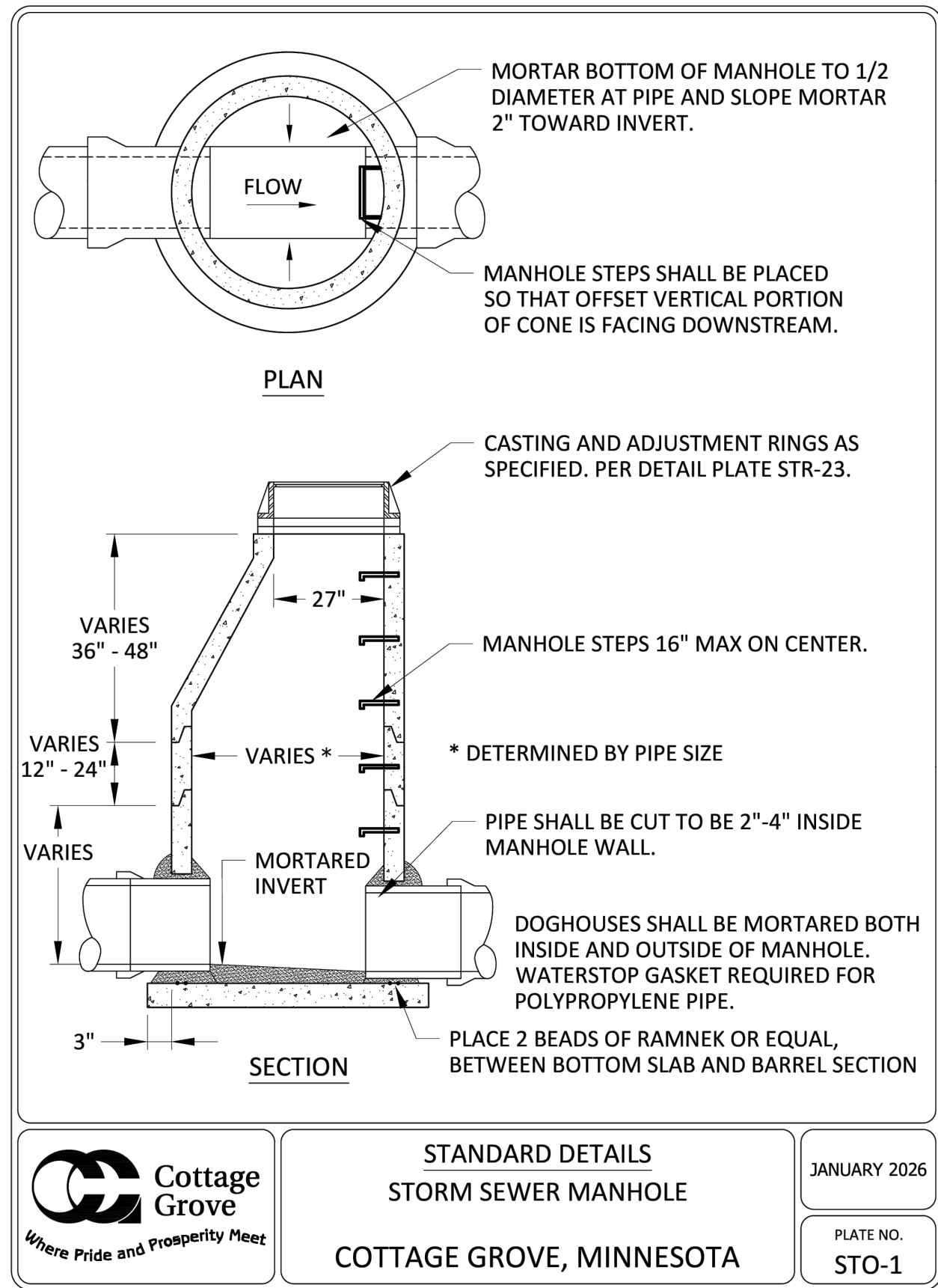
48_WAT1.DWG



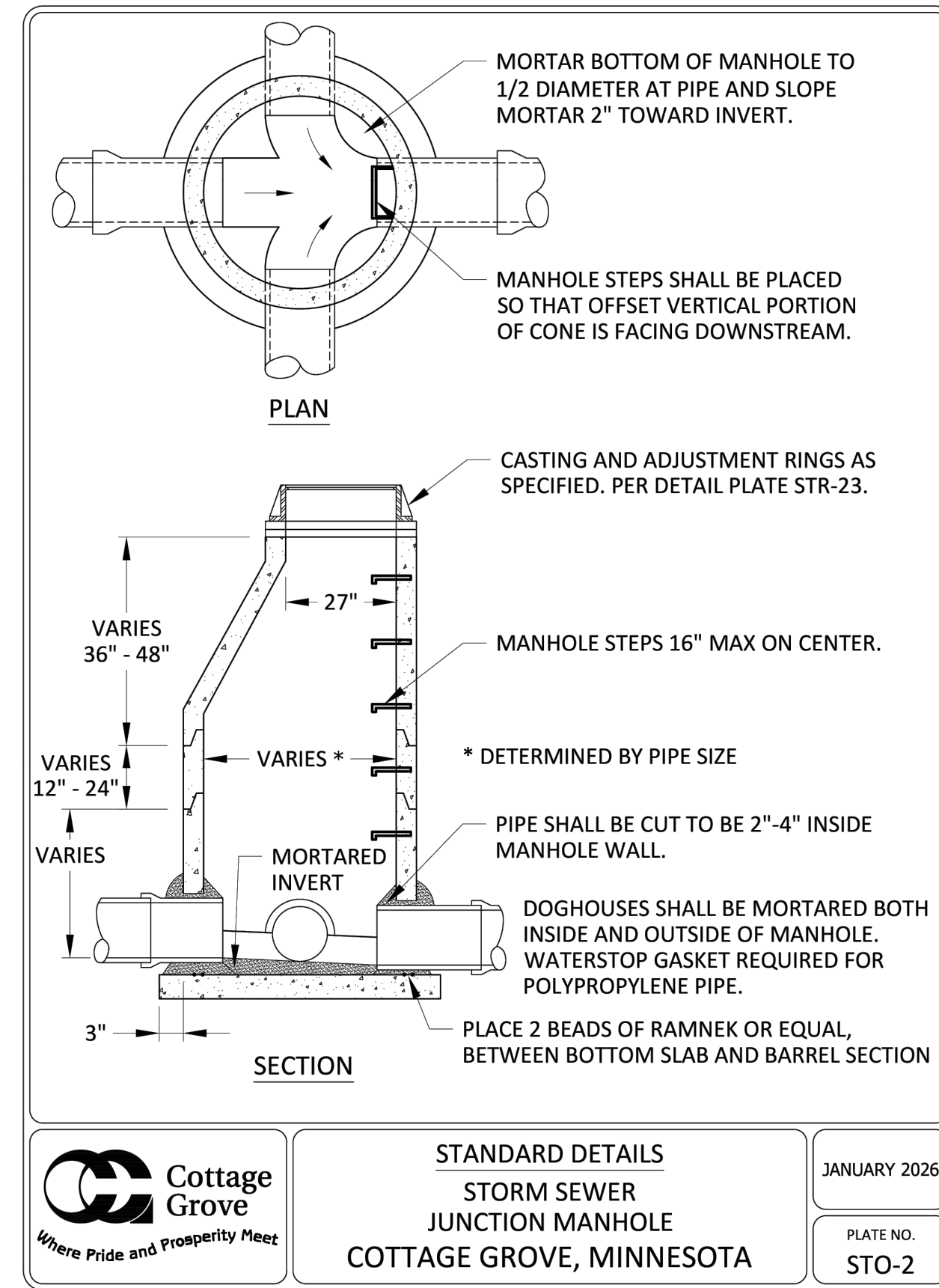
48_WAT7.DWG



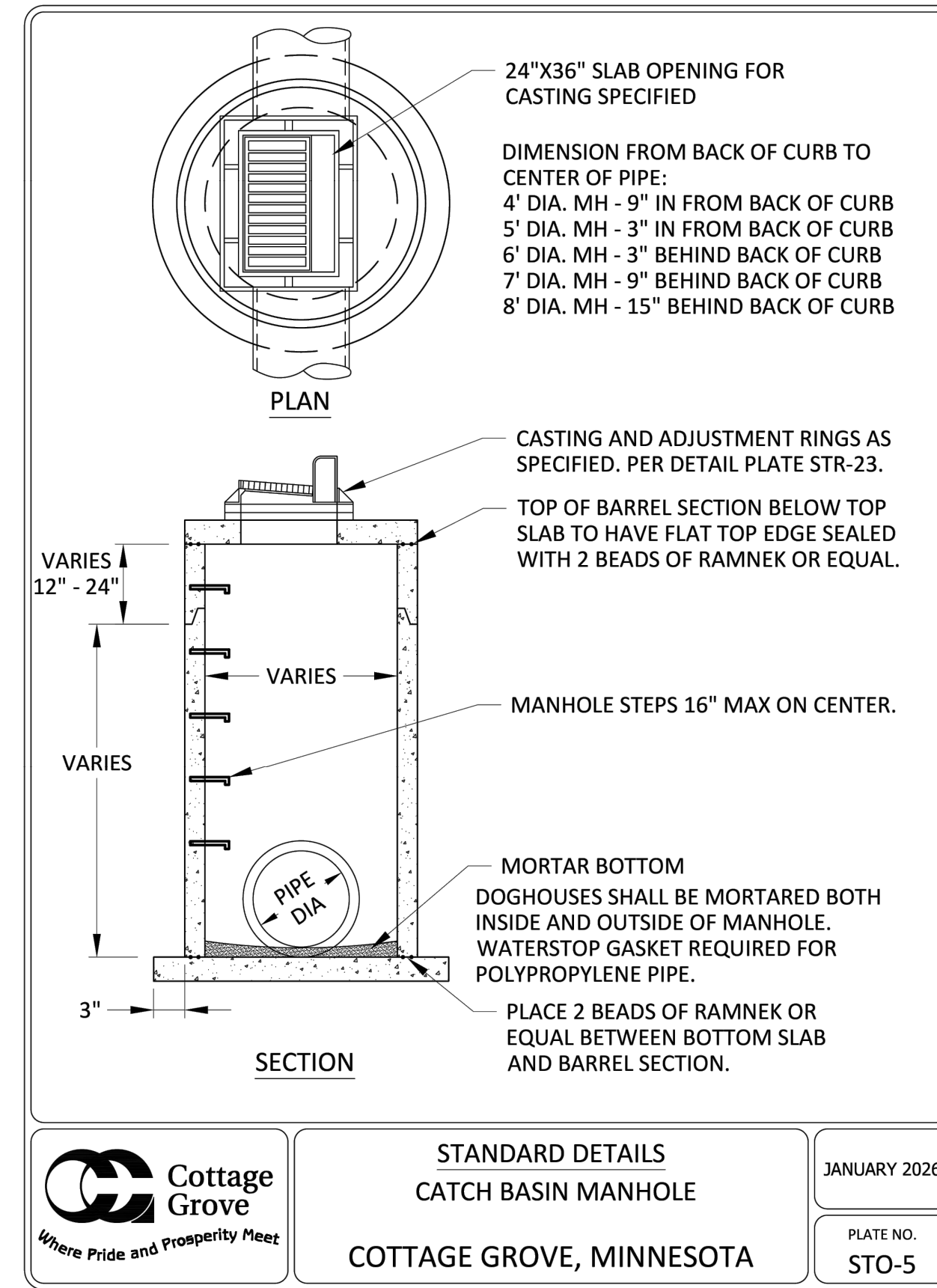
48_WAT9.DWG



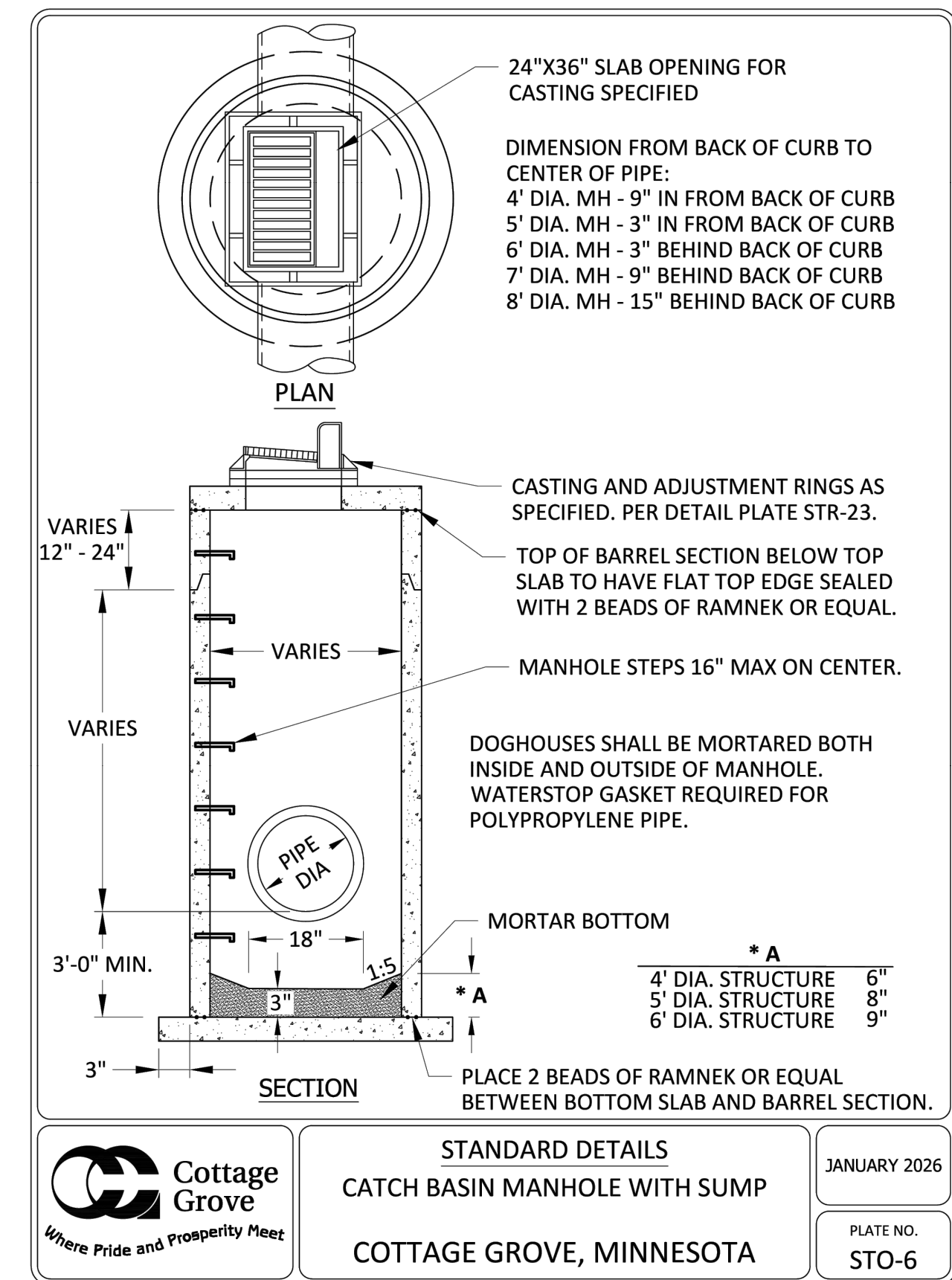
48_STO1.DWG



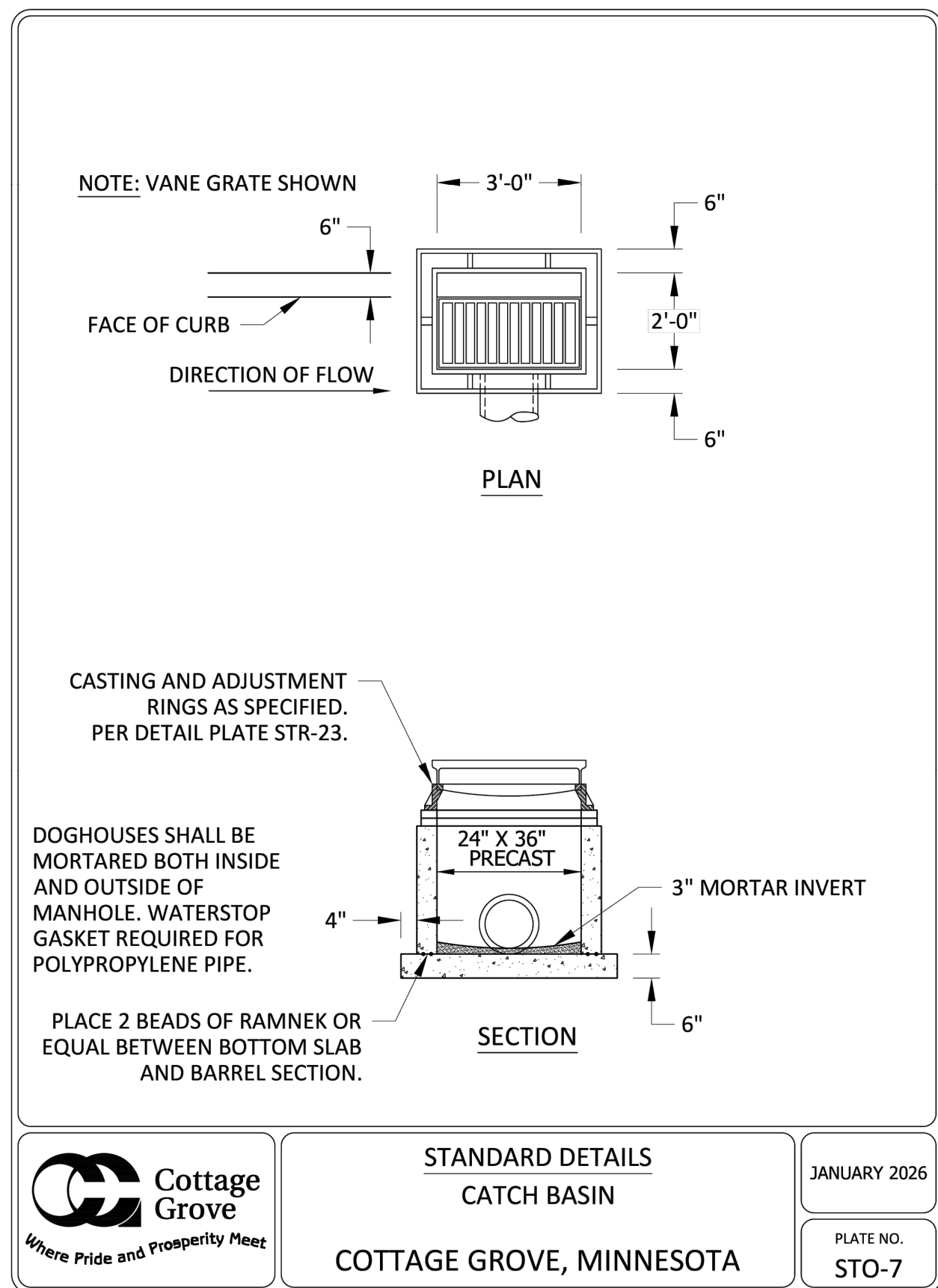
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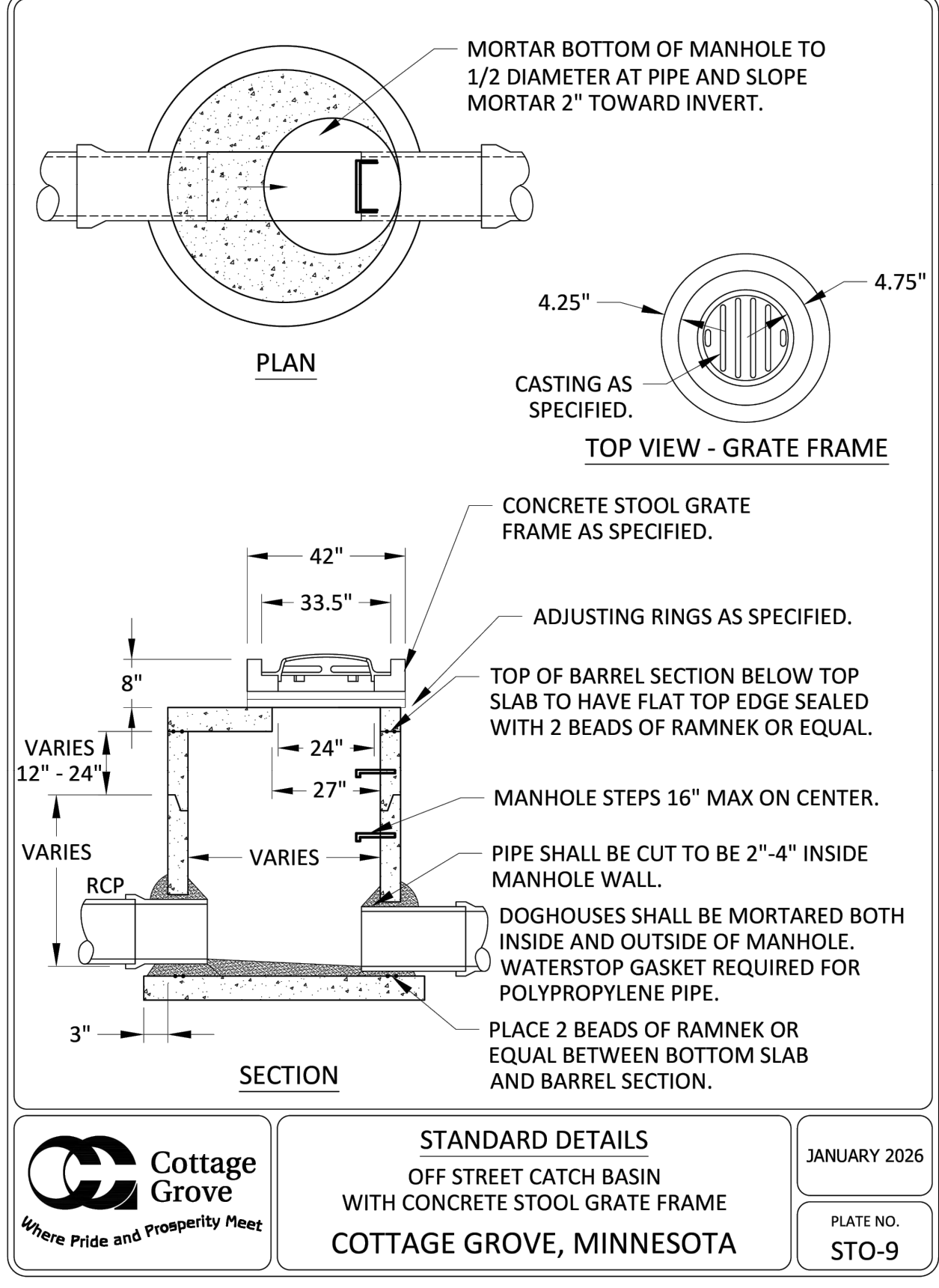
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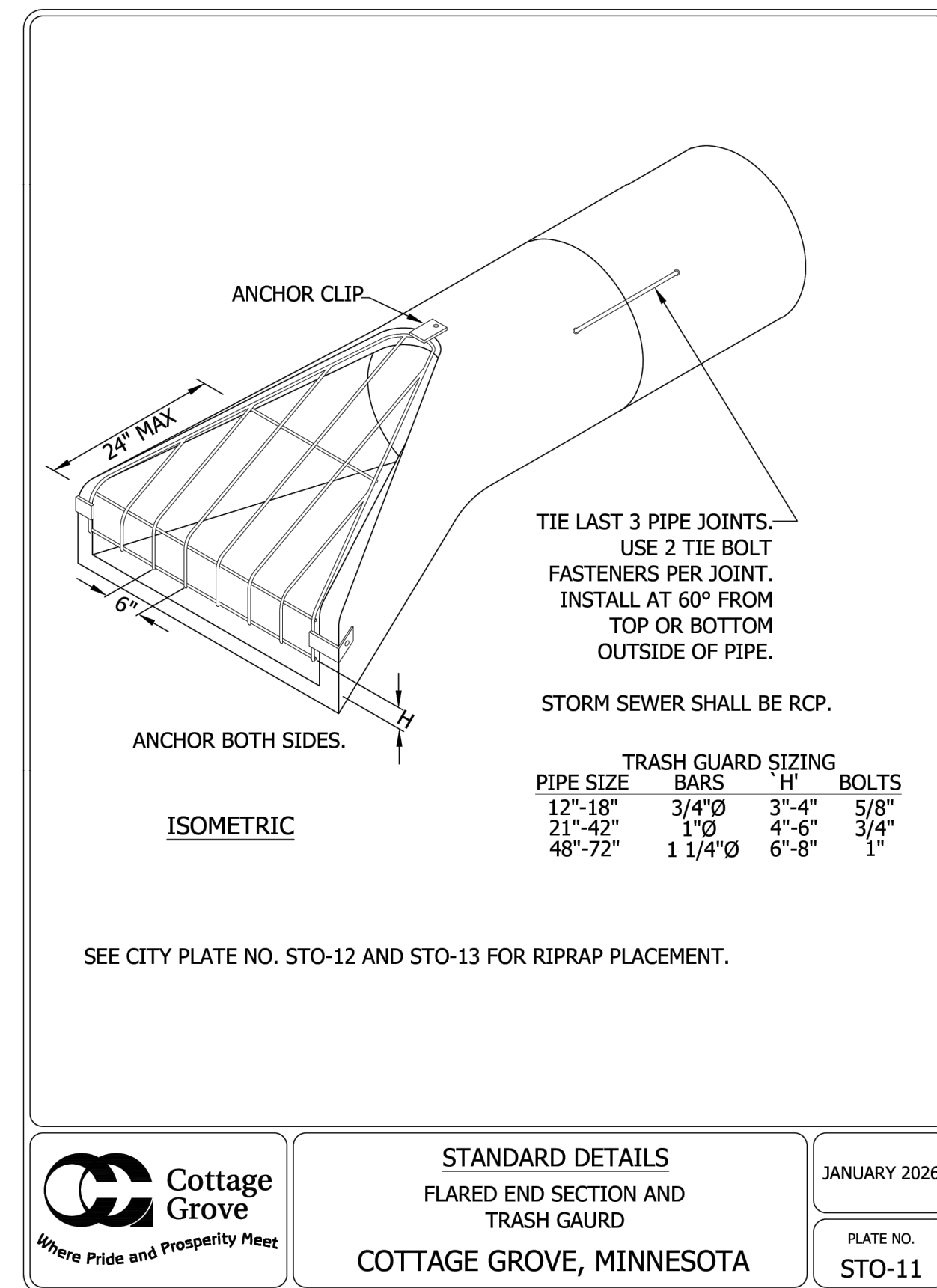
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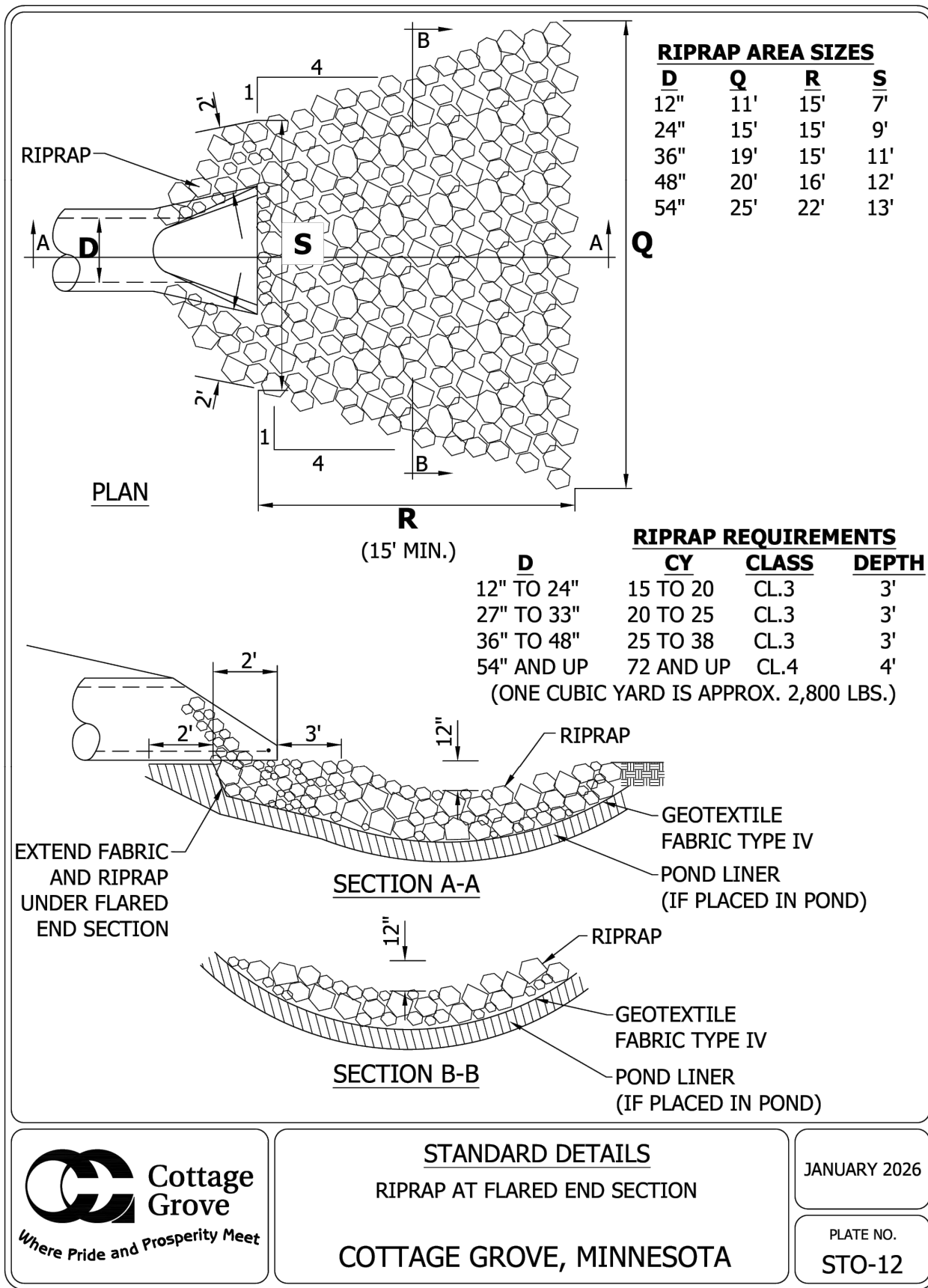
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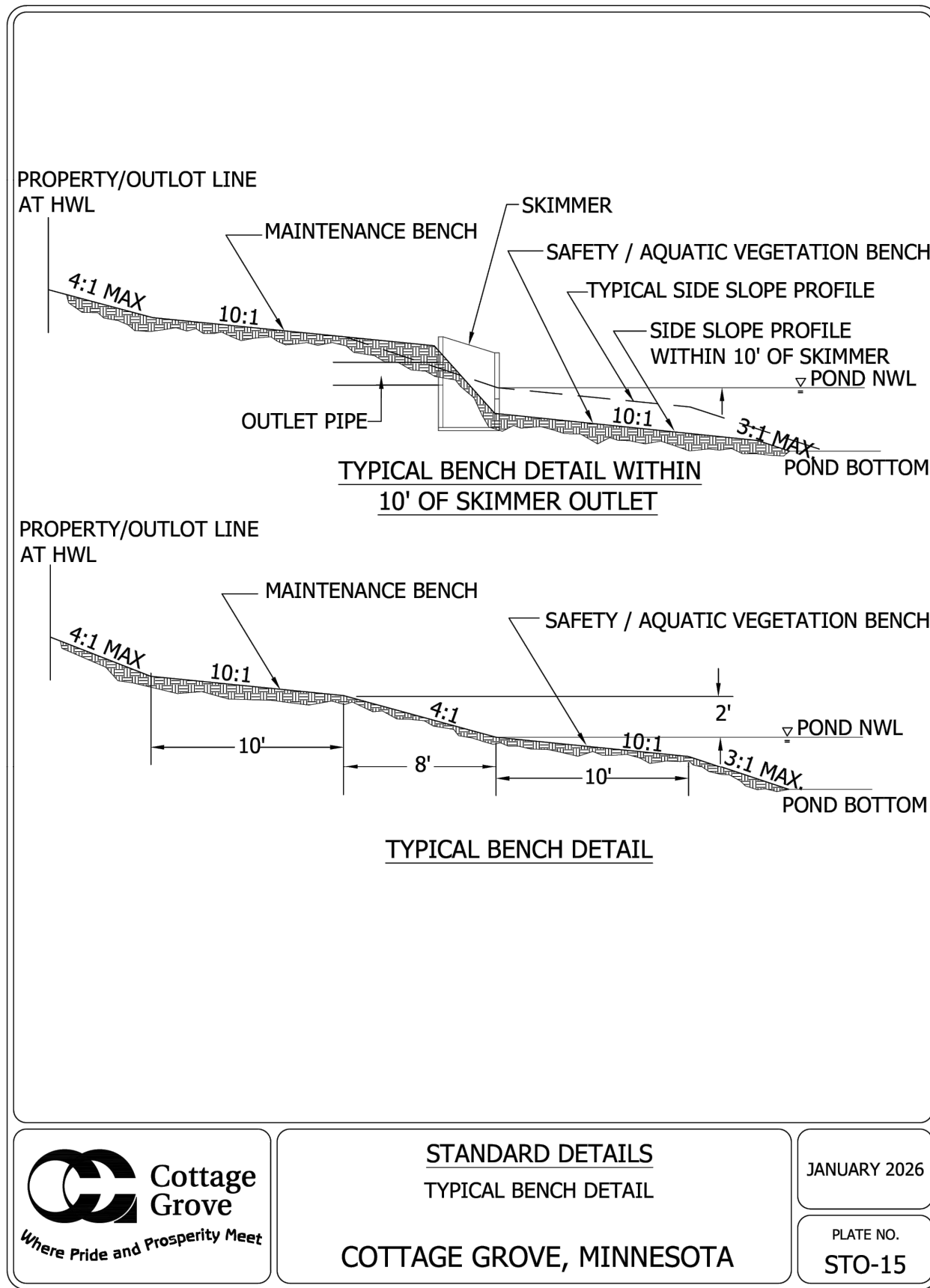
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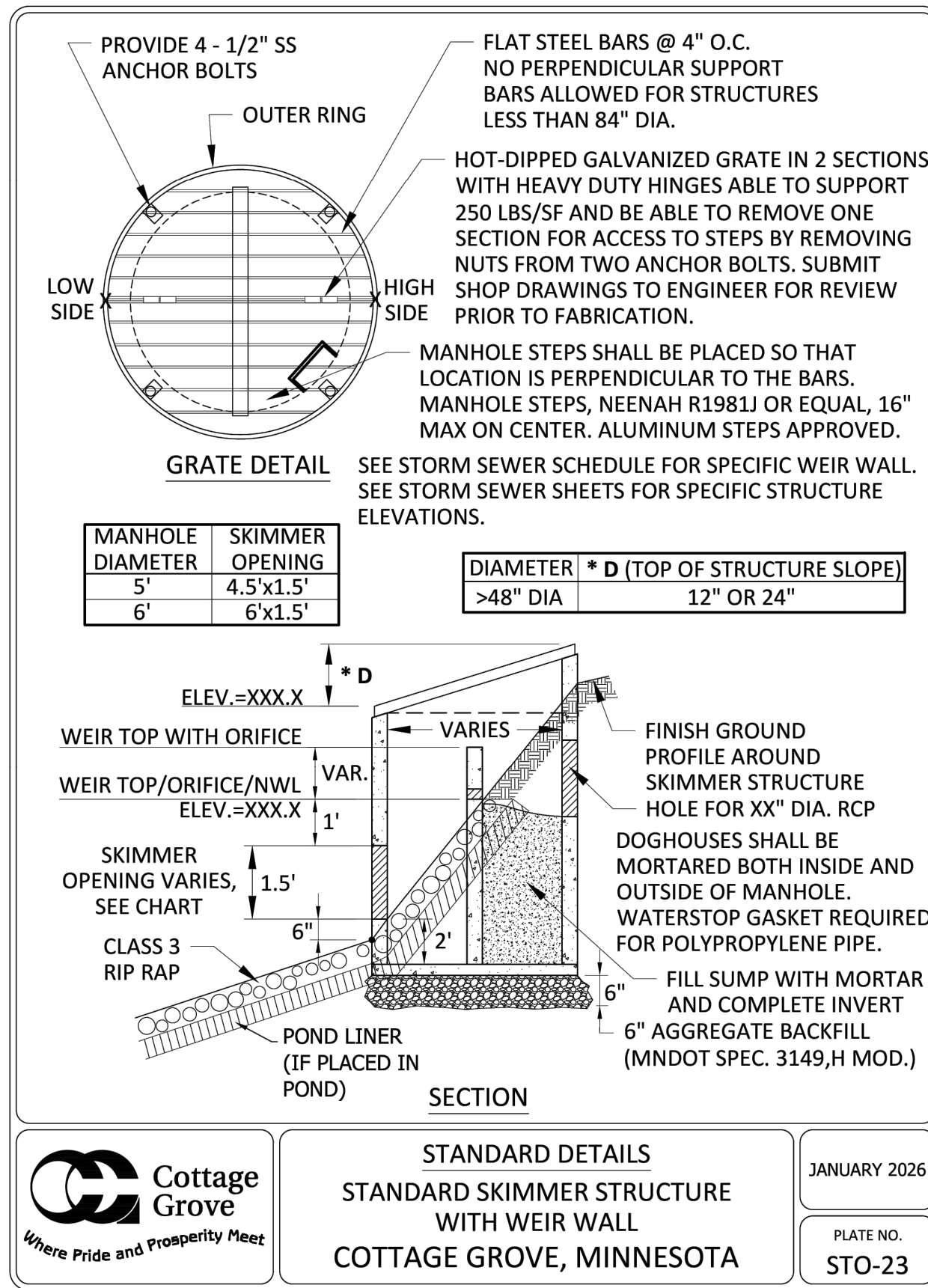
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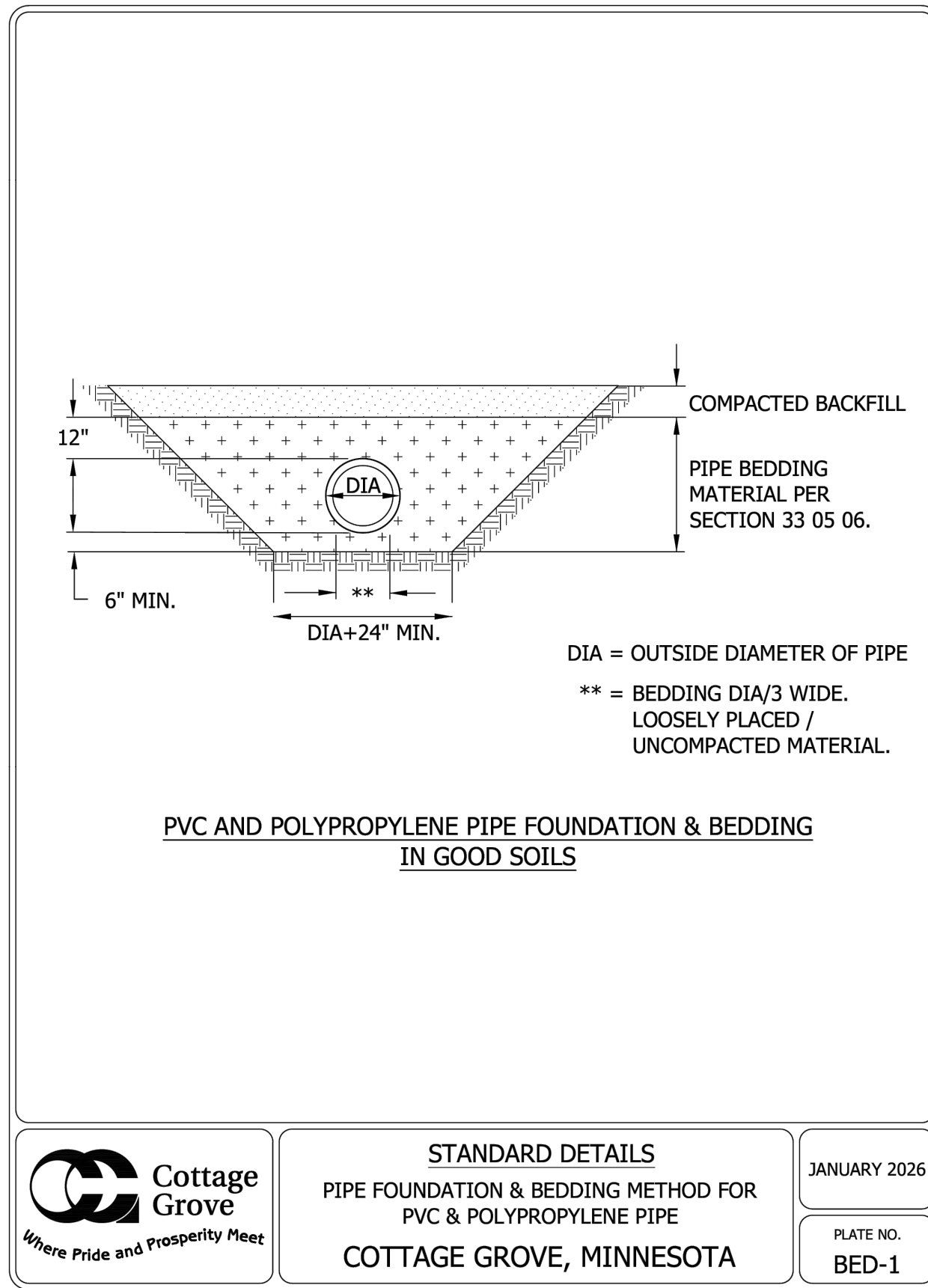
48_STO12.DWG



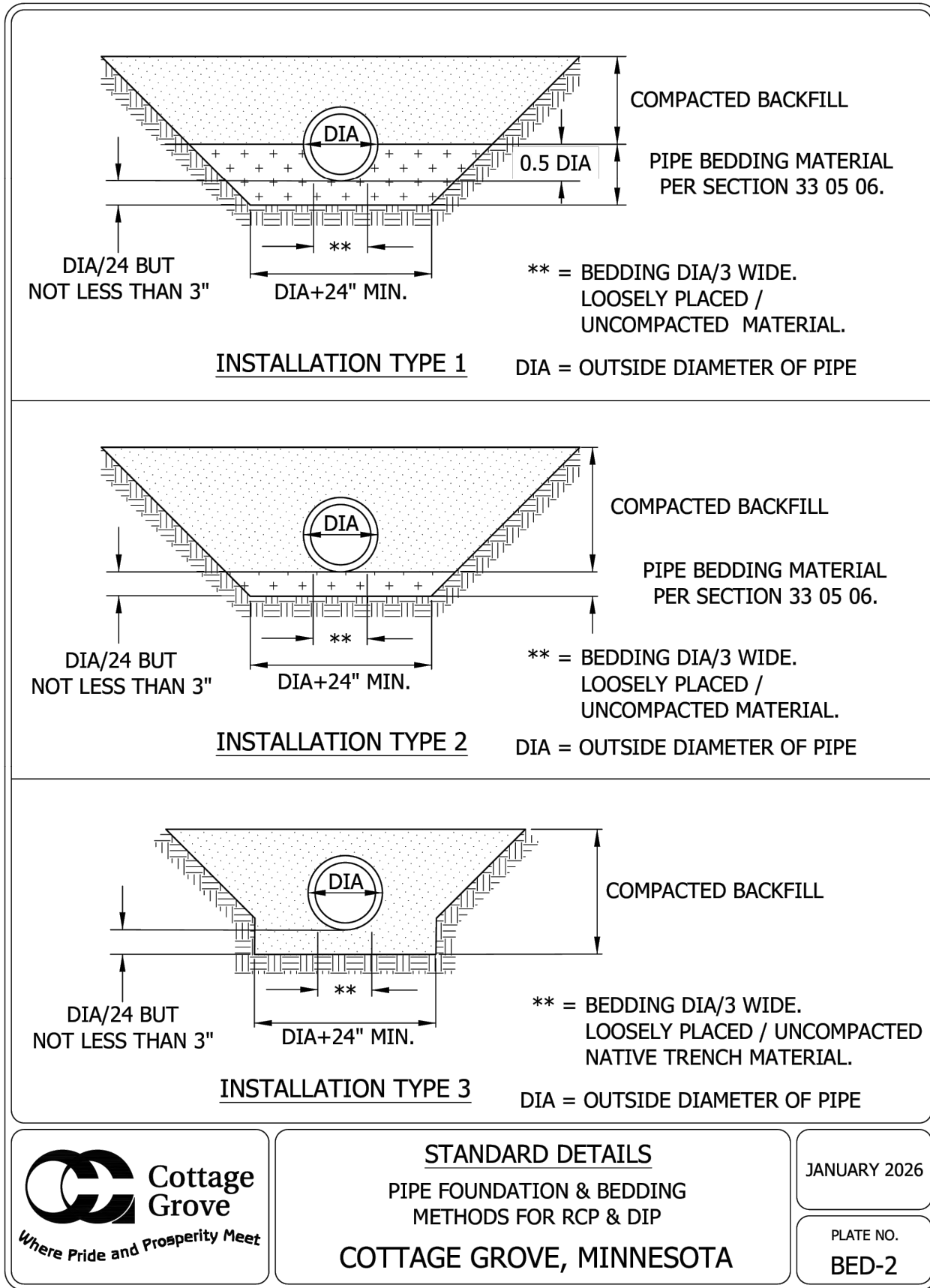
48_STO15.DWG



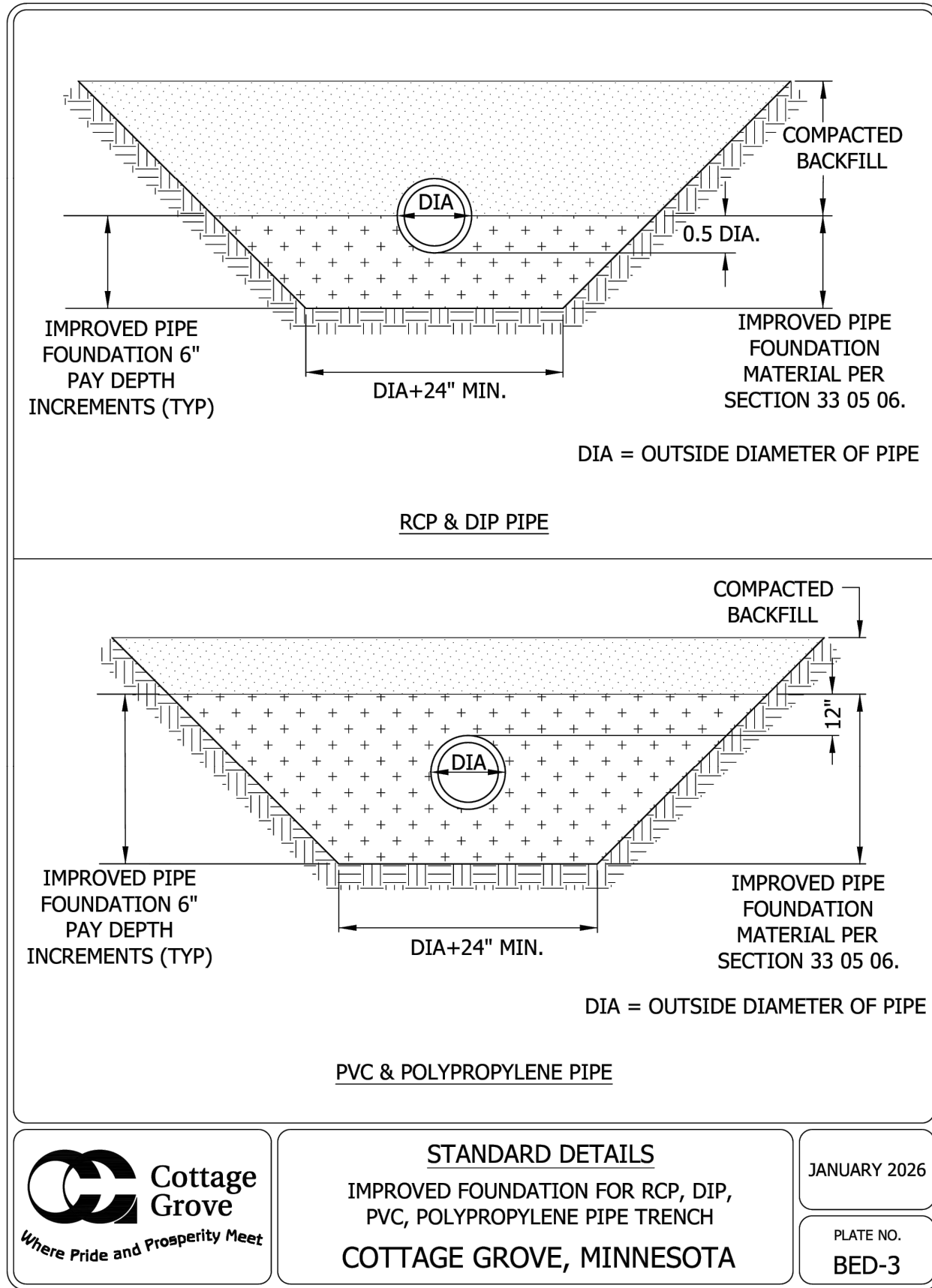
48_STO23.DWG



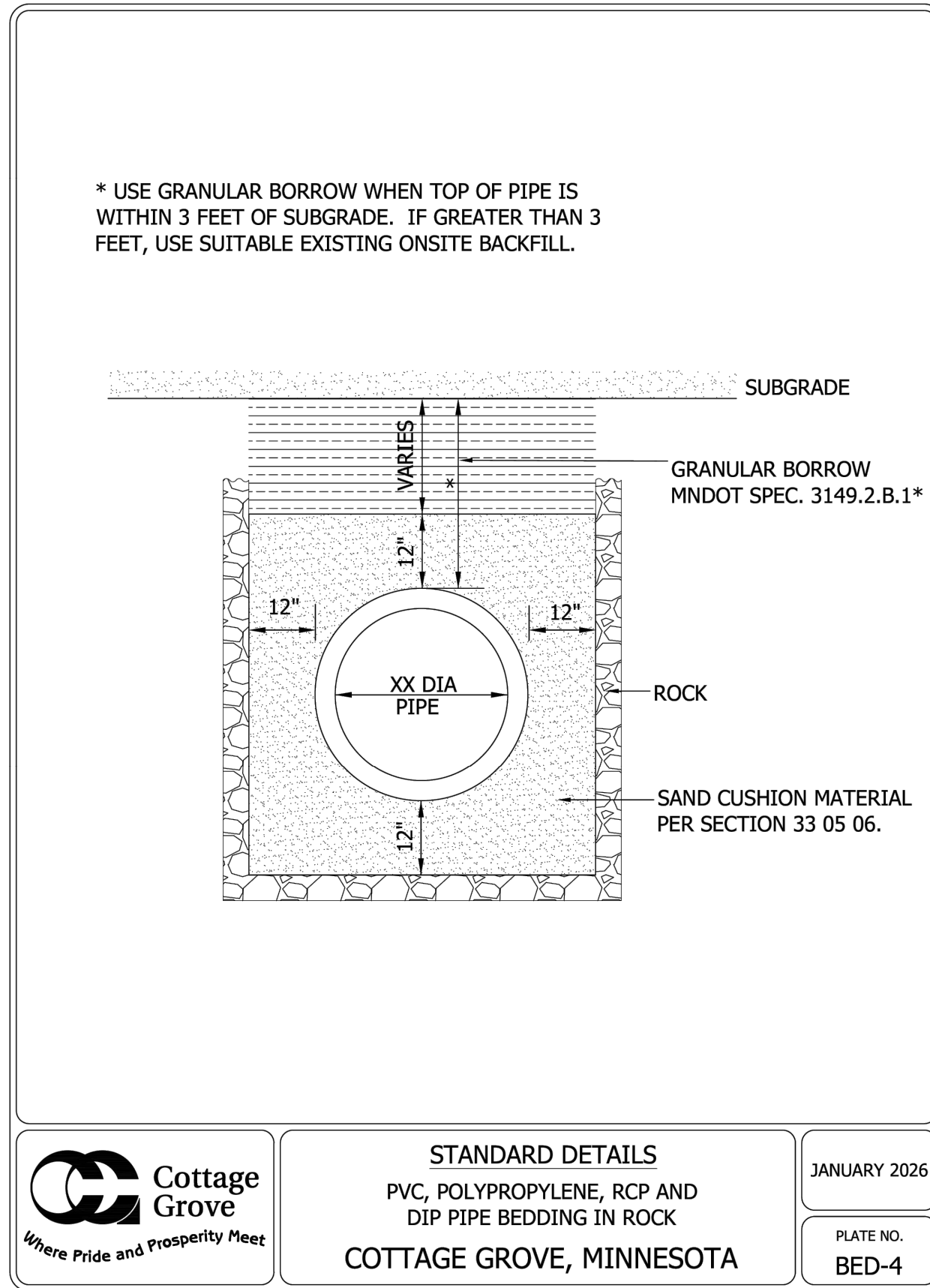
48_BED1.DWG



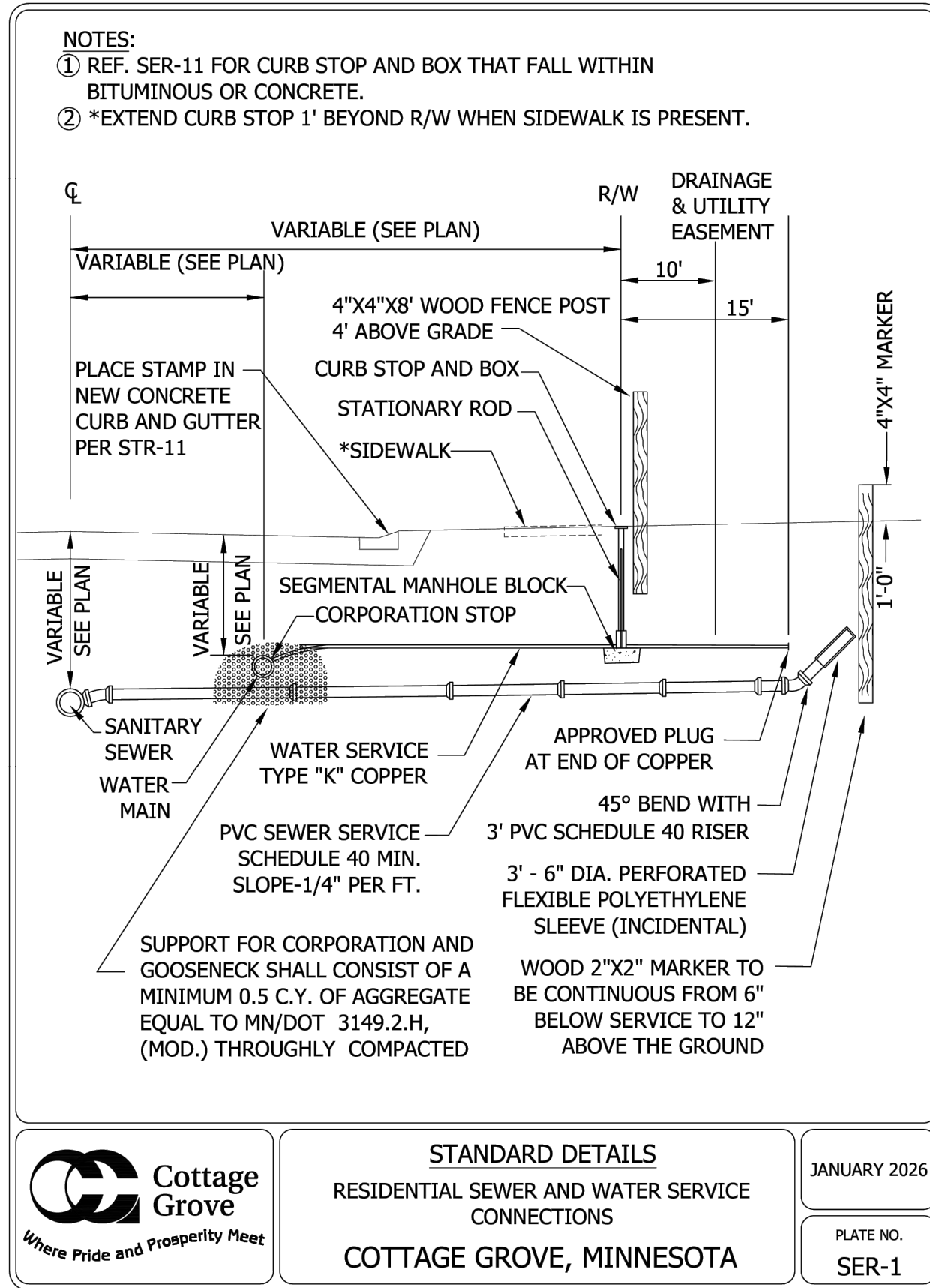
48_BED2.DWG



48_BED3.DWG



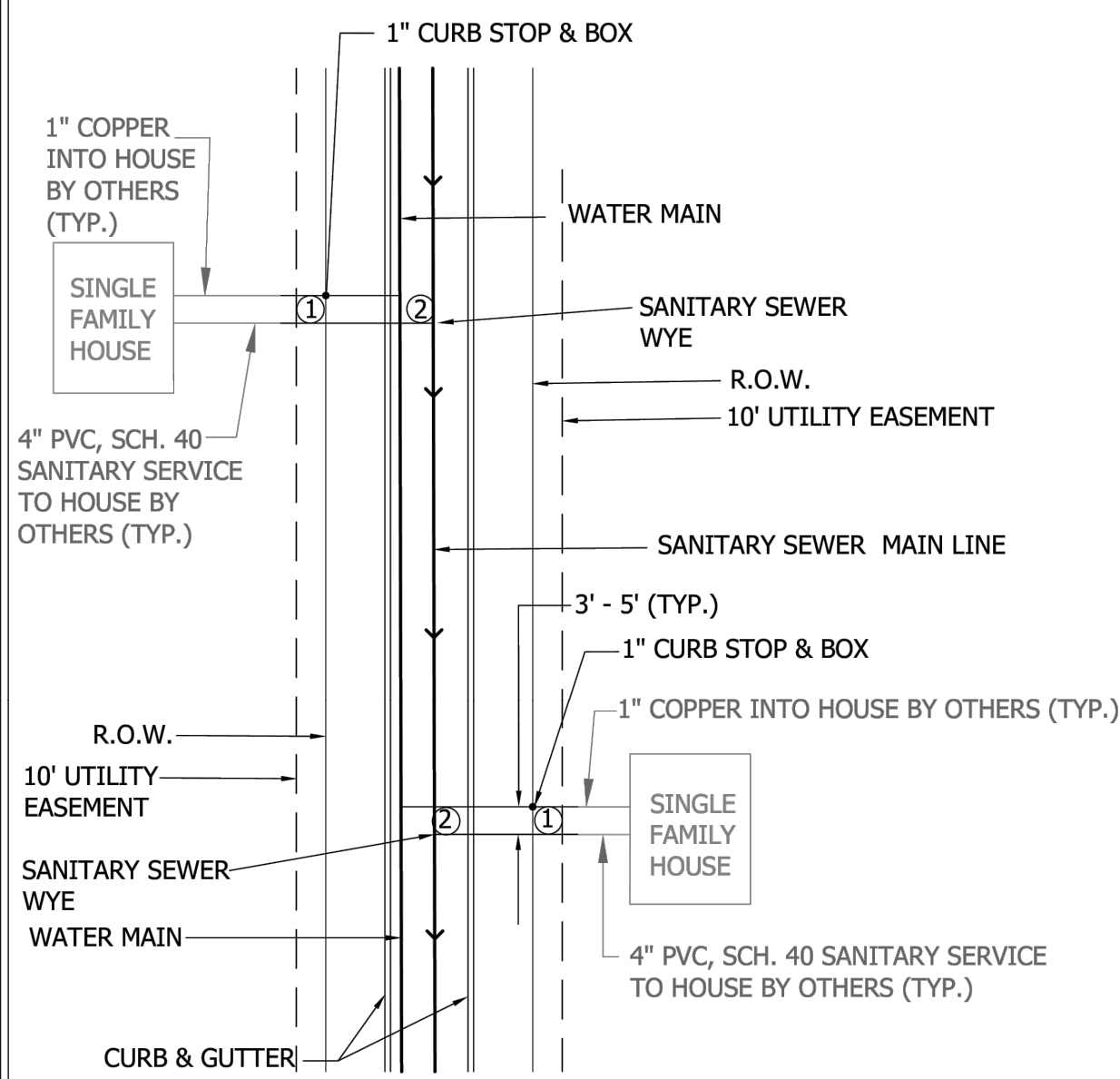
48_BED4.DWG



48_SER1.DWG

CONTRACTOR TO PROVIDE THE FOLLOWING DIMENSIONS:

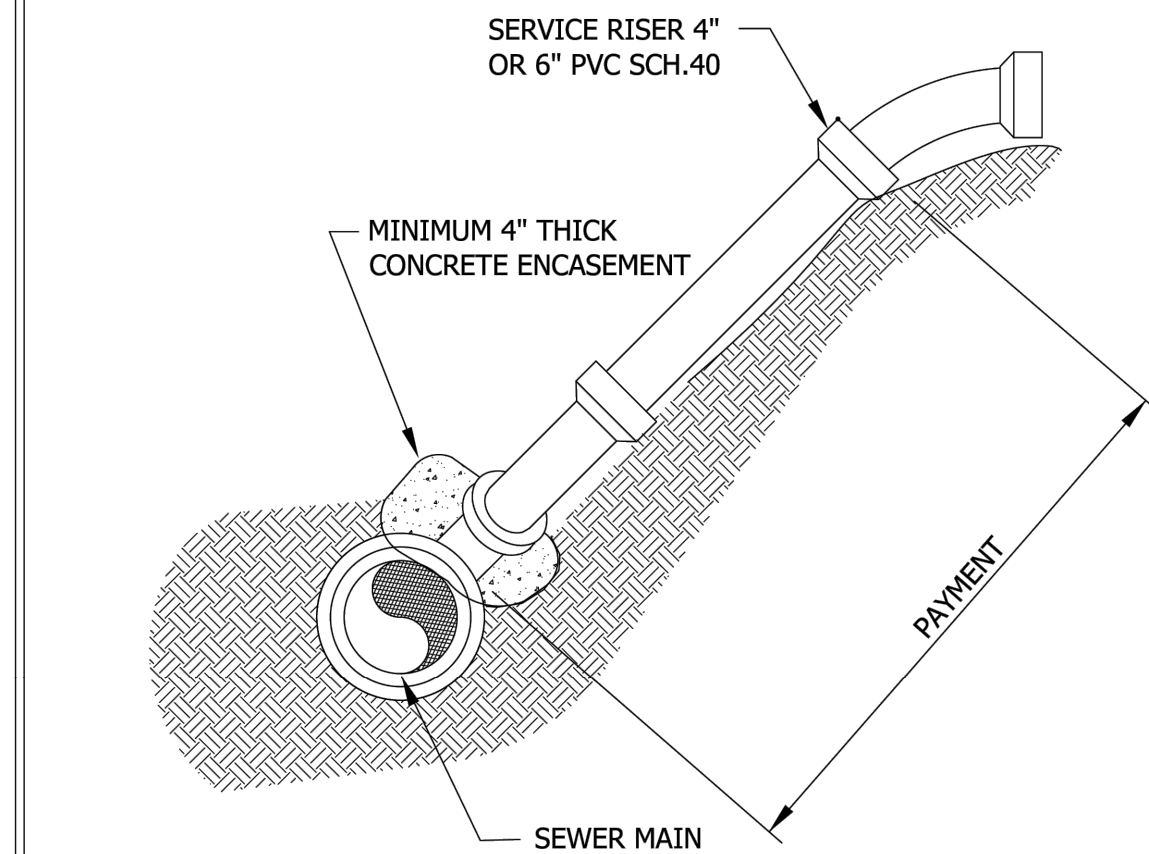
- 1 CURB STOP TO SANITARY SEWER PIPE (PERPENDICULAR TO COPPER).
- 2 SANITARY SEWER PIPE TO COPPER WATER LINE (PERPENDICULAR TO COPPER ALONG SANITARY SEWER MAIN) OR CORPORATION STOP TO SANITARY SEWER SERVICE LINE (PERPENDICULAR TO COPPER WATER LINE).
- 3 EXTEND CURB STOP 1' BEYOND R/W WHEN SIDEWALK IS PRESENT.



STANDARD DETAILS
LOCATING REQUIREMENTS FOR
SINGLE FAMILY HOUSES
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
SER-5

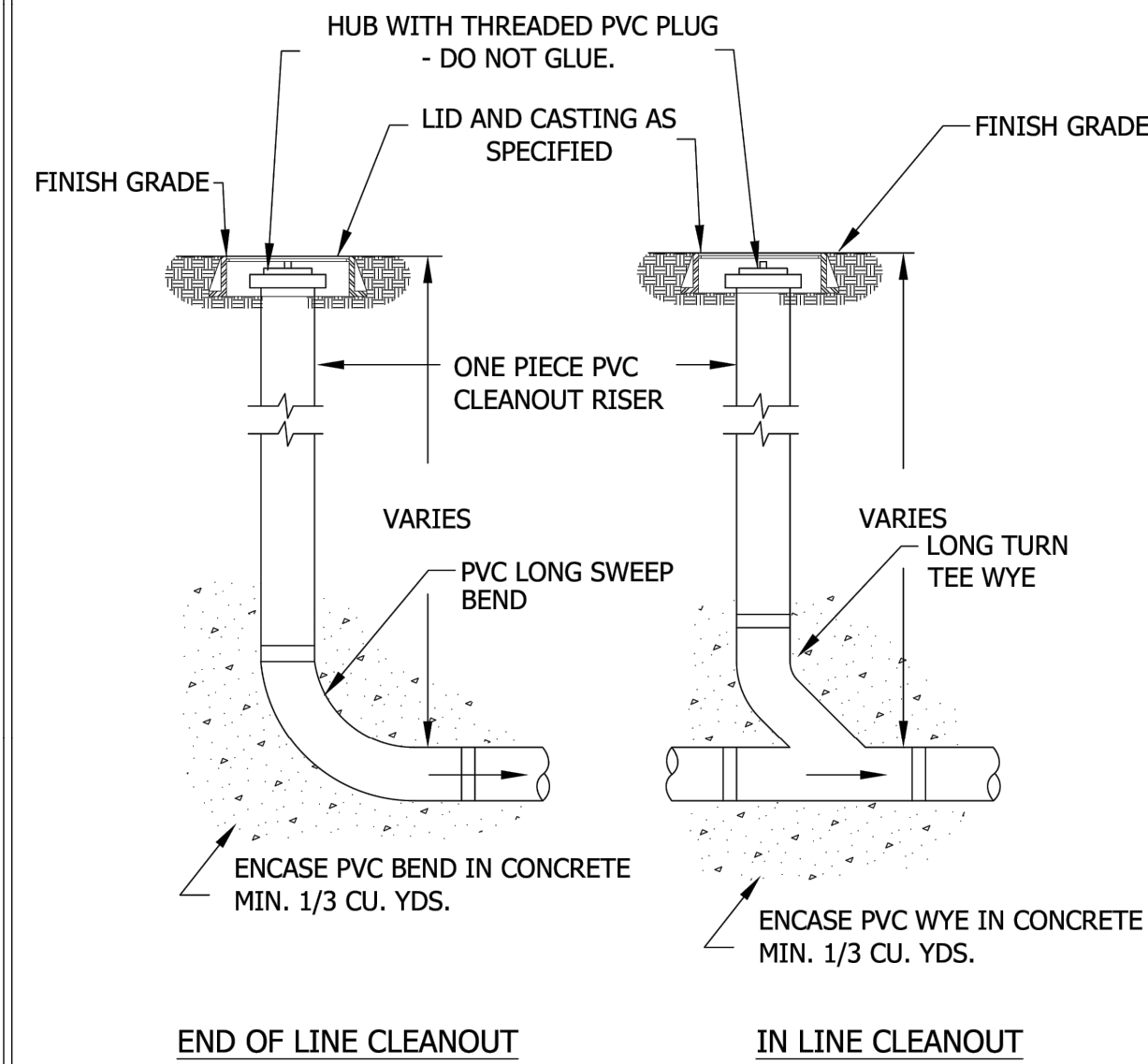
48_SER5.DWG



STANDARD DETAILS
SERVICE RISER
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
SER-9

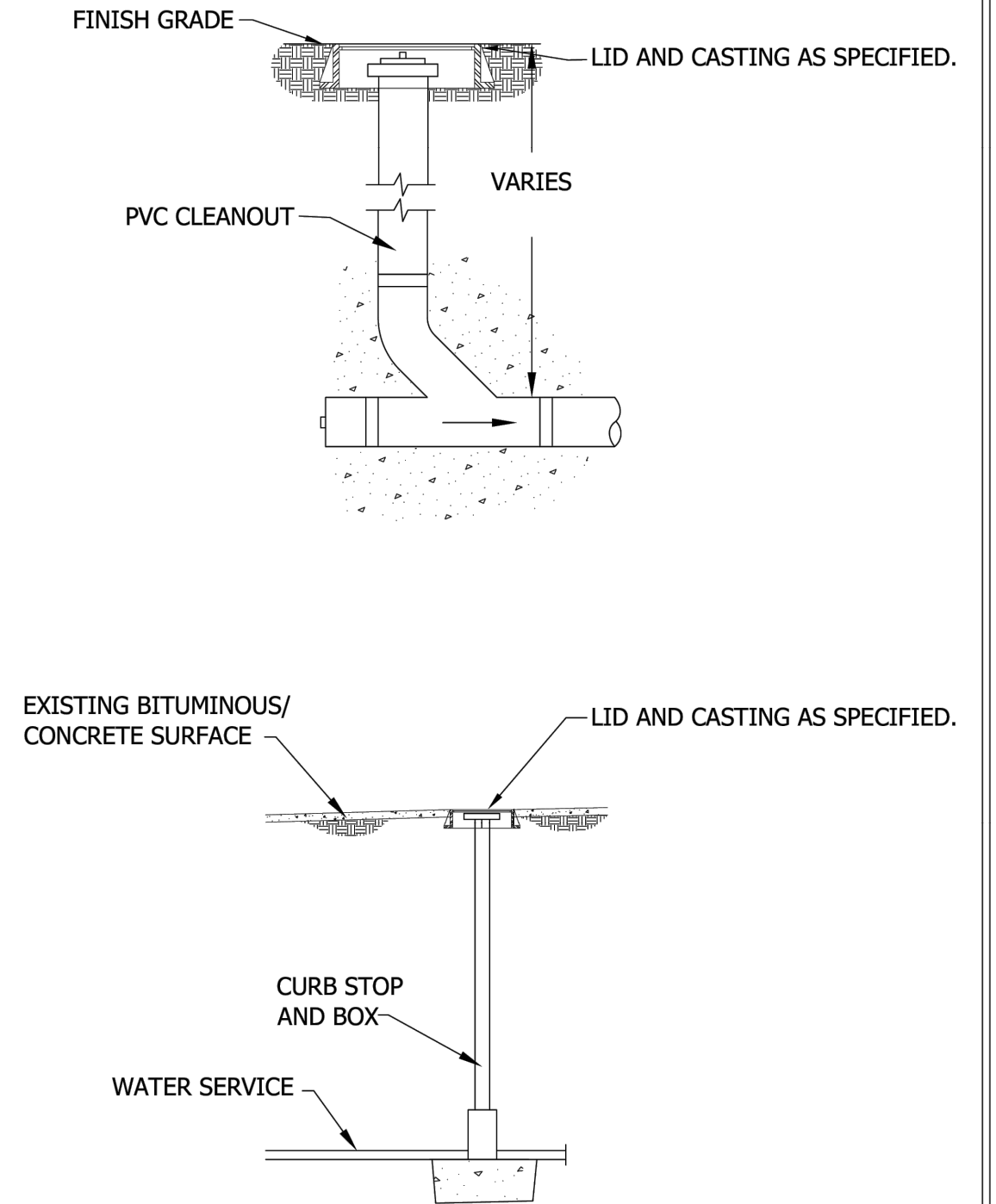
48_SER9.DWG



STANDARD DETAILS
PVC SERVICE LINE CLEANOUTS
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
SER-10

48_SER10.DWG

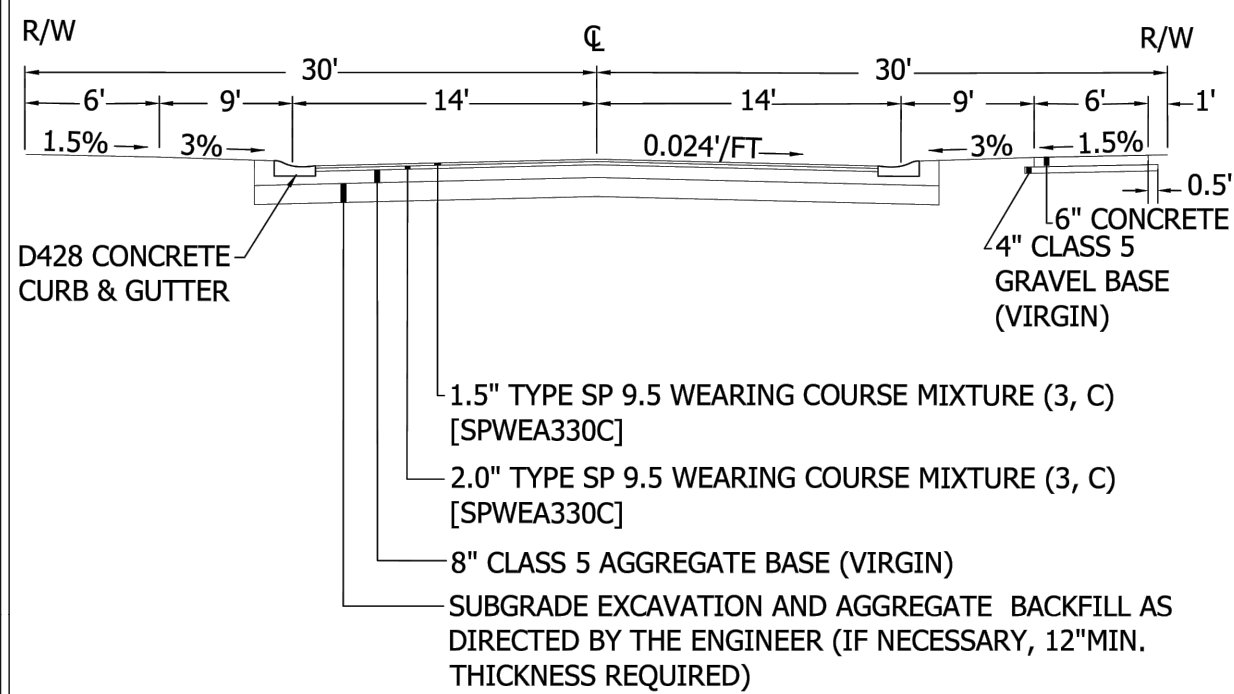


STANDARD DETAILS
CASTING PROTECTION AT CLEANOUT
CASTING PROTECTION AT CURB BOX
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
SER-11

48_SER11.DWG

RESIDENTIAL (28' F-F)



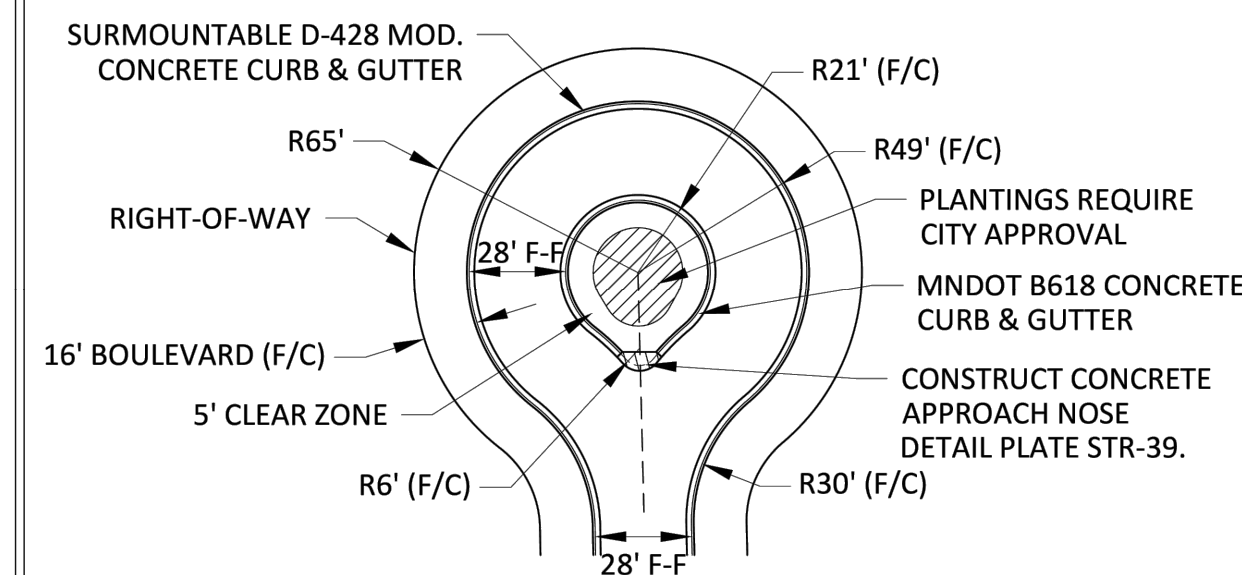
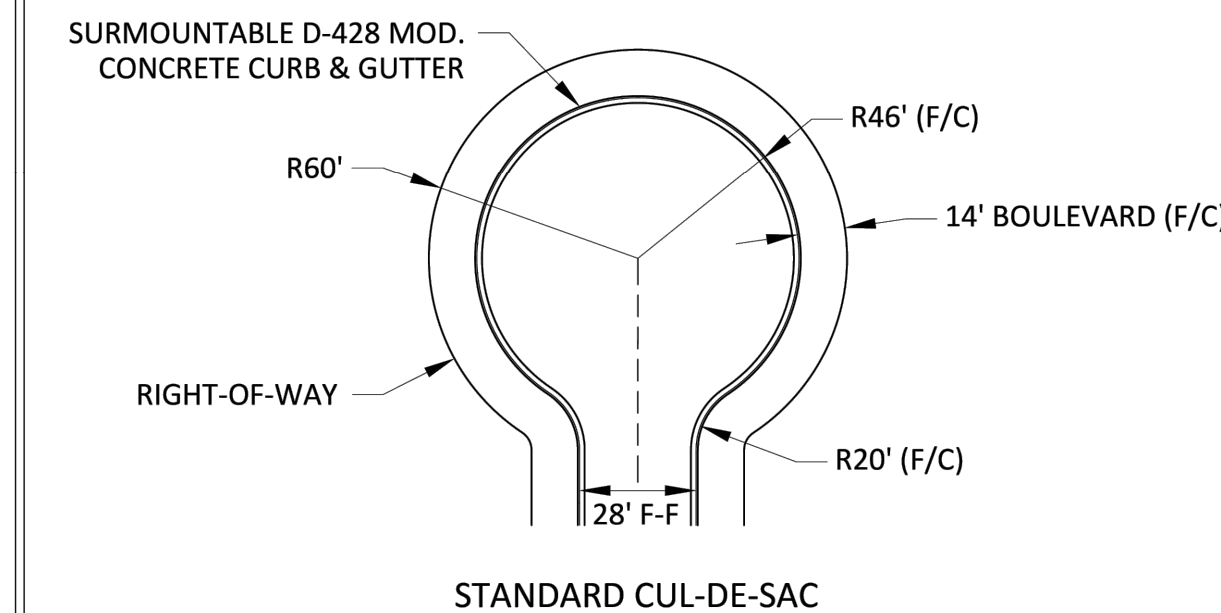
- NOTES:
1. TOP OF D428 CURB IS 0.03 BELOW DESIGN CL GRADE.
 2. R.O.W. TO BE 0.30' ABOVE DESIGN CL ELEVATION.



STANDARD DETAILS
TYPICAL PUBLIC STREET SECTION
RESIDENTIAL (28' F-F)
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-1

48_STR1.DWG



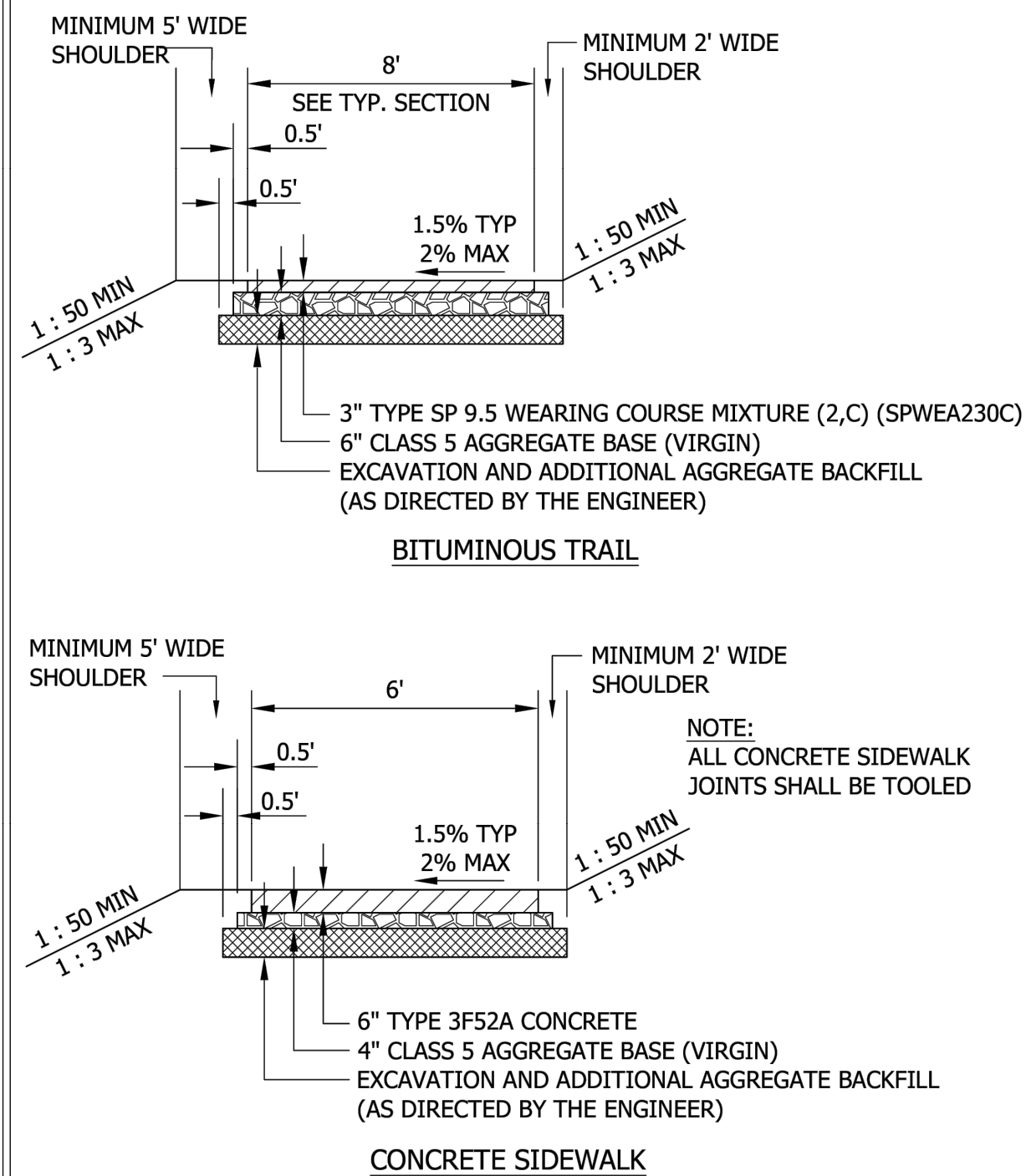
NOTE:
CURB AND GUTTER TO BE B618 (GUTTER OUT).



STANDARD DETAILS
TYPICAL CUL-DE-SAC SECTIONS
RESIDENTIAL (28' F-F)
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-4

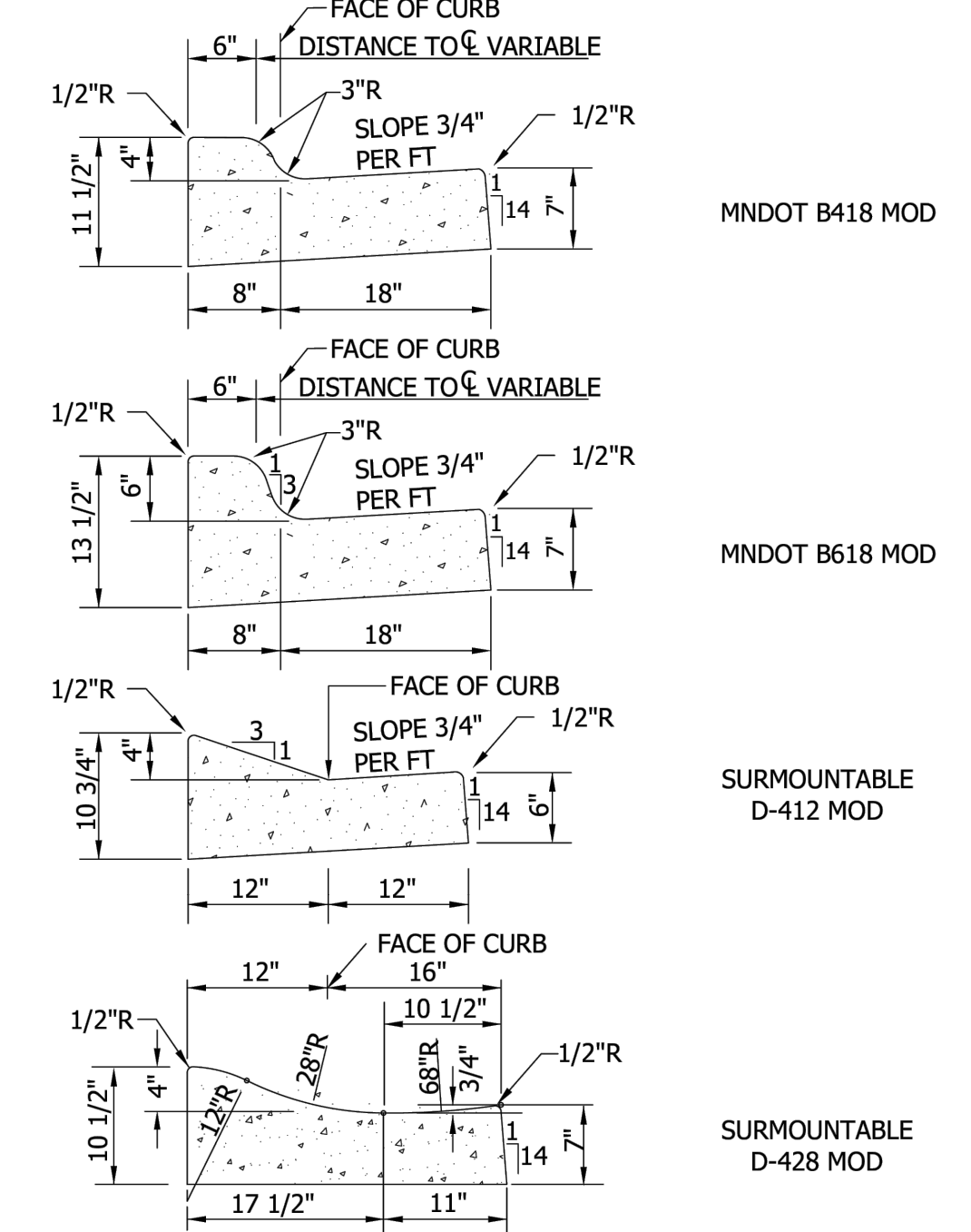
48_STR4.DWG



STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND
CONCRETE SIDEWALK SECTIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-9

48_STR9.DWG

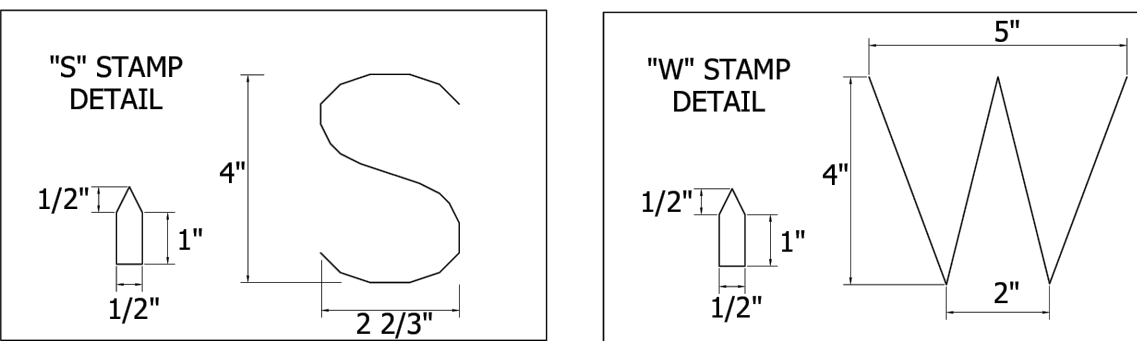
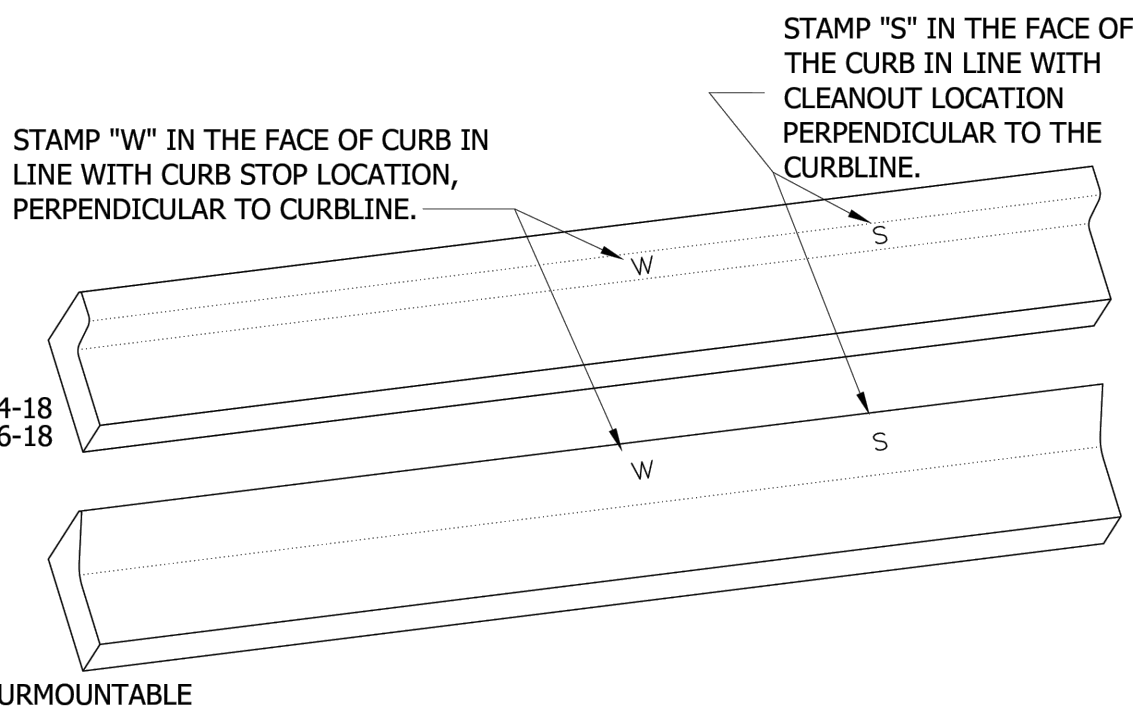


STANDARD DETAILS
CURB AND GUTTER
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-10

48_STR10.DWG

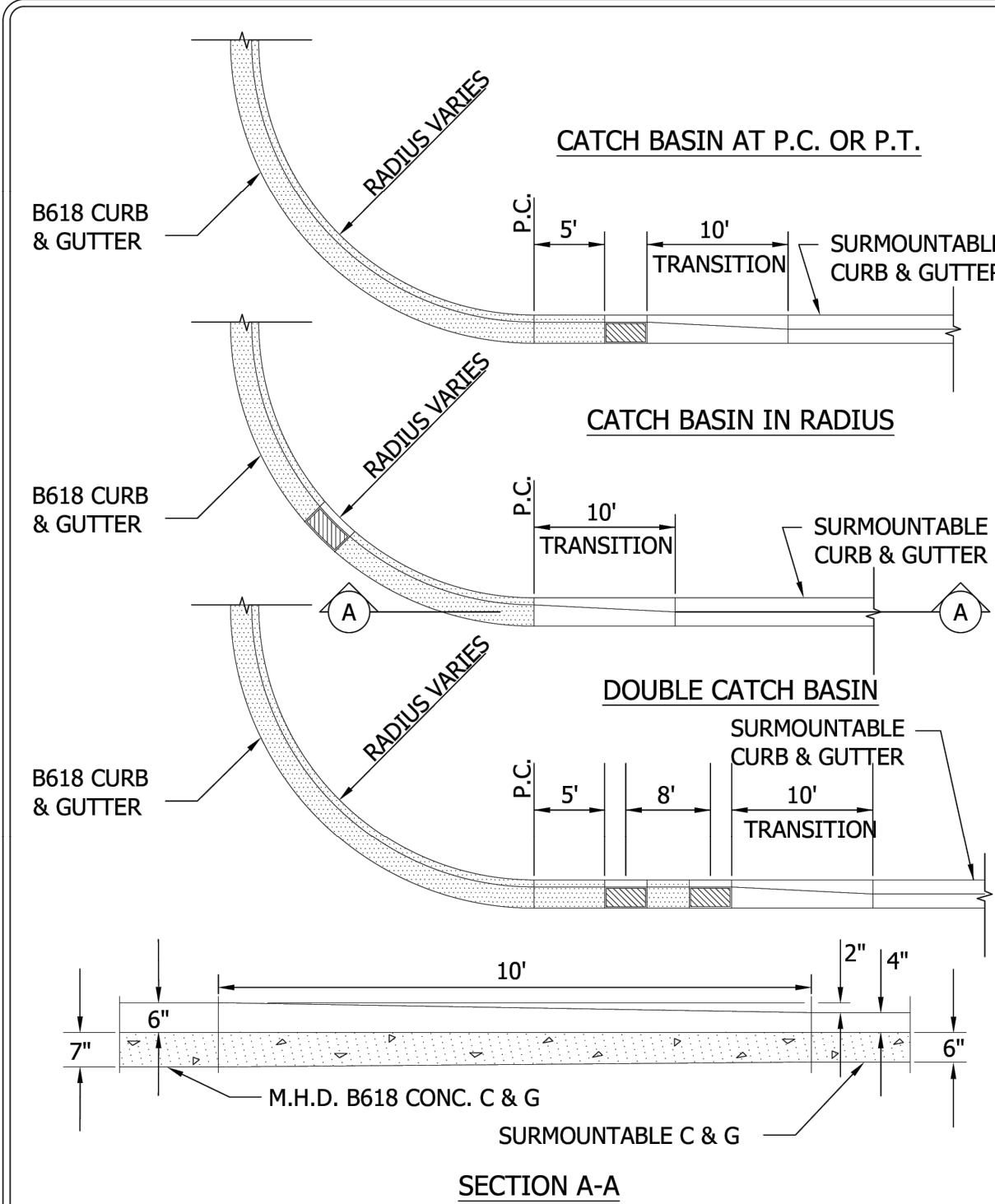
NOTES:
1. ALL NEW AND EXISTING WATER AND SEWER SERVICE LOCATIONS SHALL BE MARKED IN CURB AS SHOWN. STAMPING OF SERVICE LOCATIONS SHALL BE CONSIDERED INCIDENTAL TO THE PRICE OF CURB.
2. CONCRETE CURB PANELS WITH W'S AND S'S NOT PLACED BY SPECIFIED STAMP WILL NOT BE ACCEPTED.



STANDARD DETAILS
WATER AND SEWER SERVICE
LOCATION STAMP IN CURB
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-11

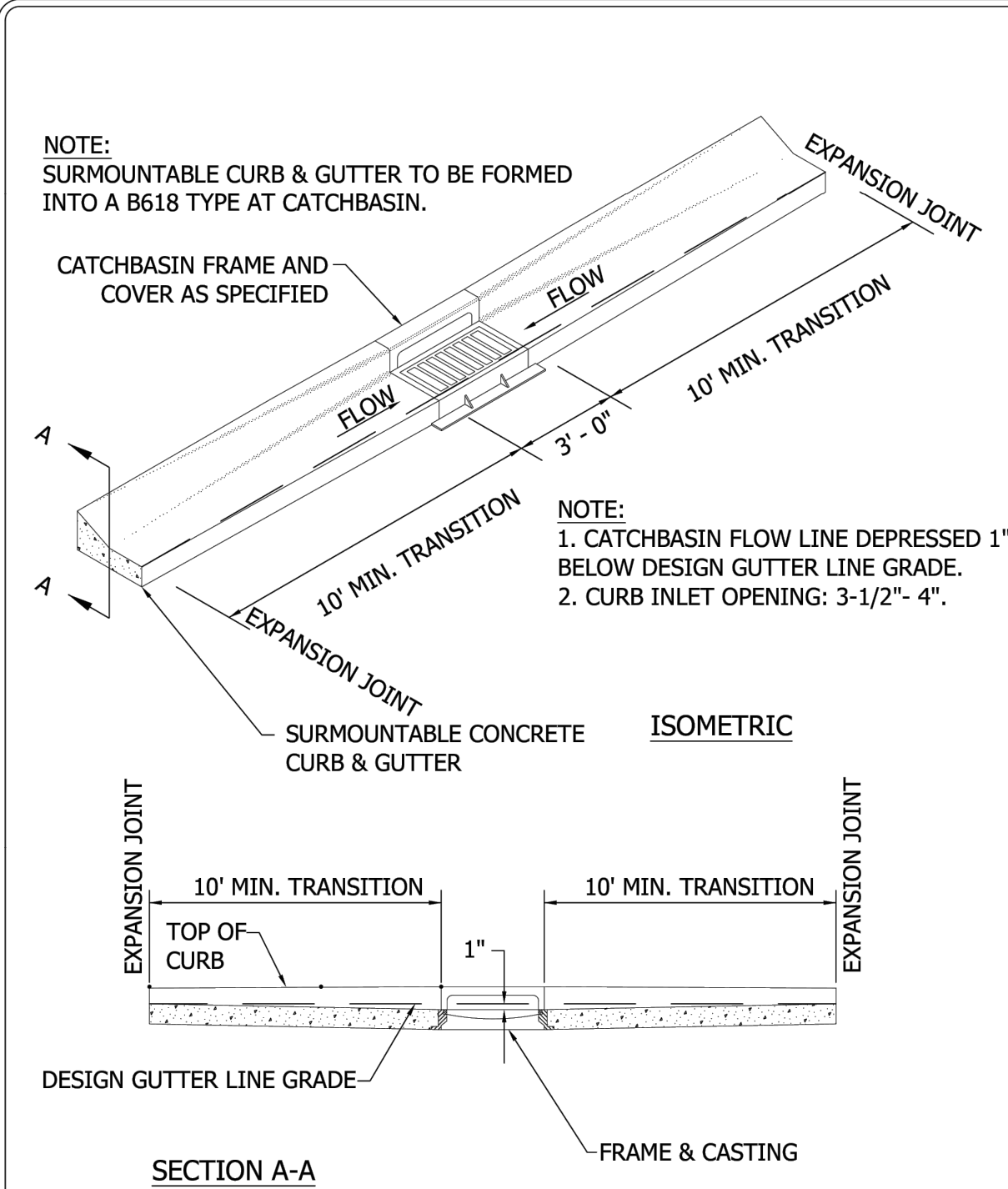
48_STR11.DWG



STANDARD DETAILS
CONCRETE CURB AND GUTTER
TRANSITION
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-12

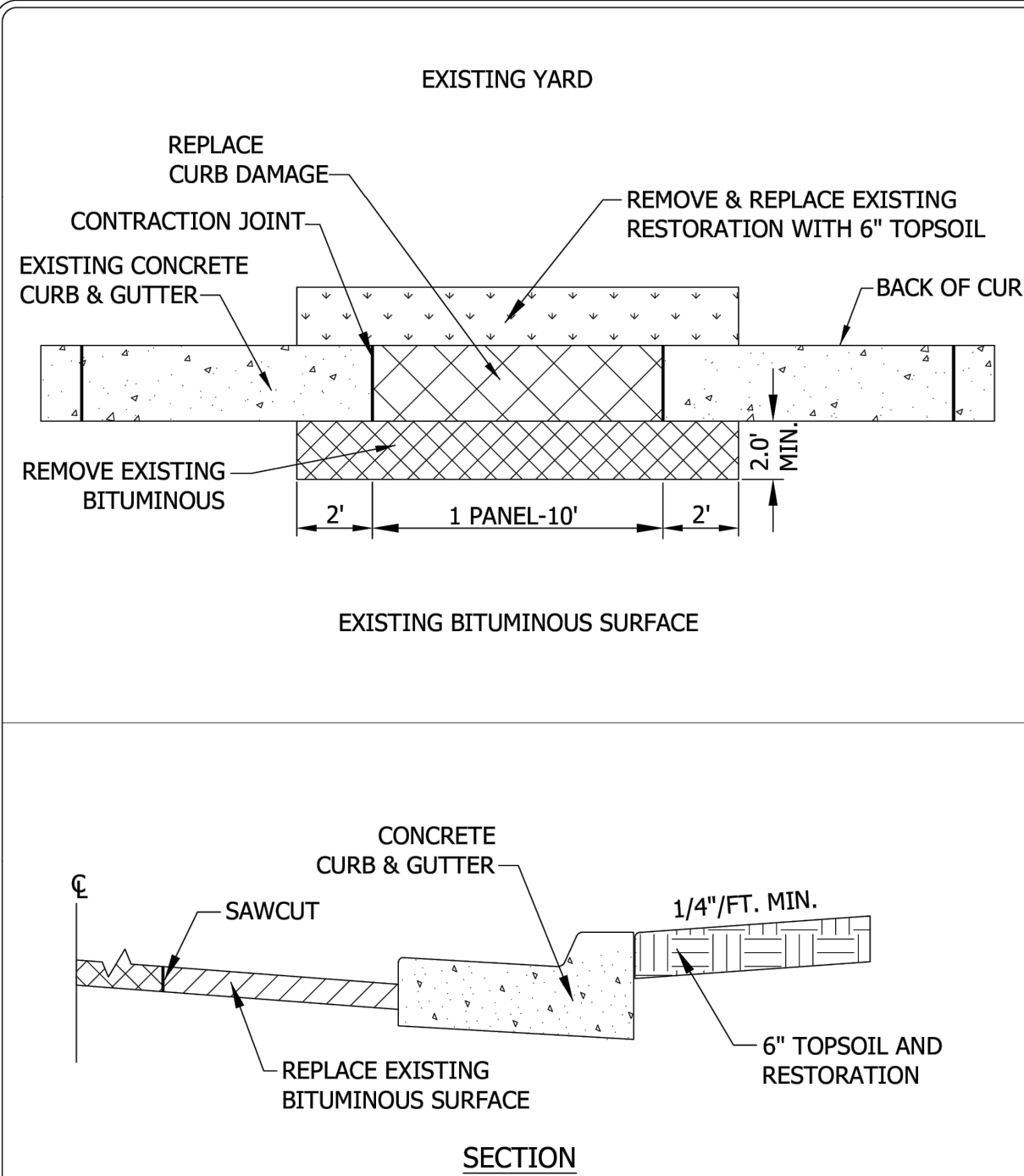
48_STR12.DWG



STANDARD DETAILS
SURMOUNTABLE CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-13

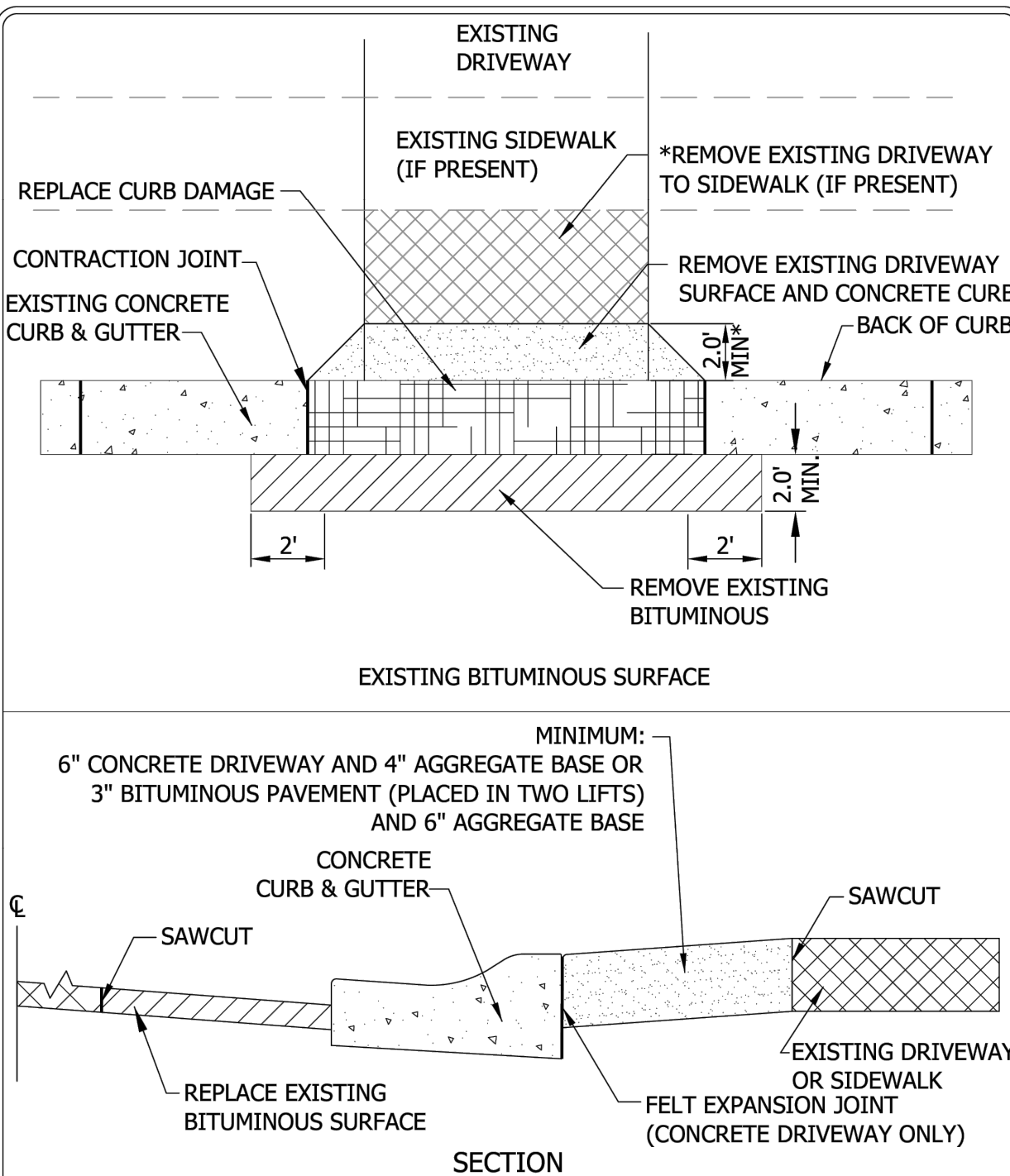
48_STR13.DWG



STANDARD DETAILS
CONCRETE CURB REPLACEMENT
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-19

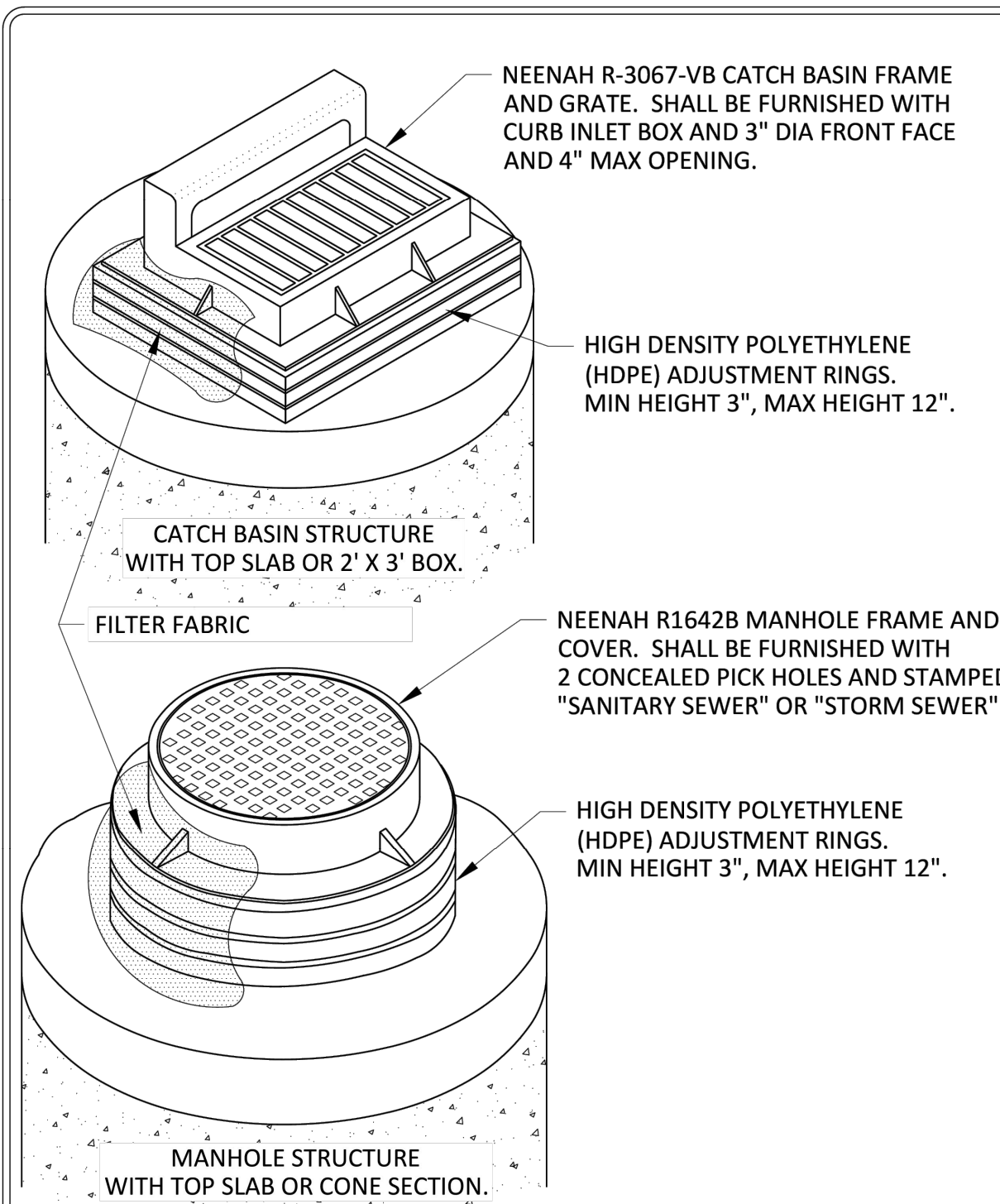
48_STR19.DWG



STANDARD DETAILS
CONCRETE CURB REPLACEMENT AT
DRIVEWAY LOCATION
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-20

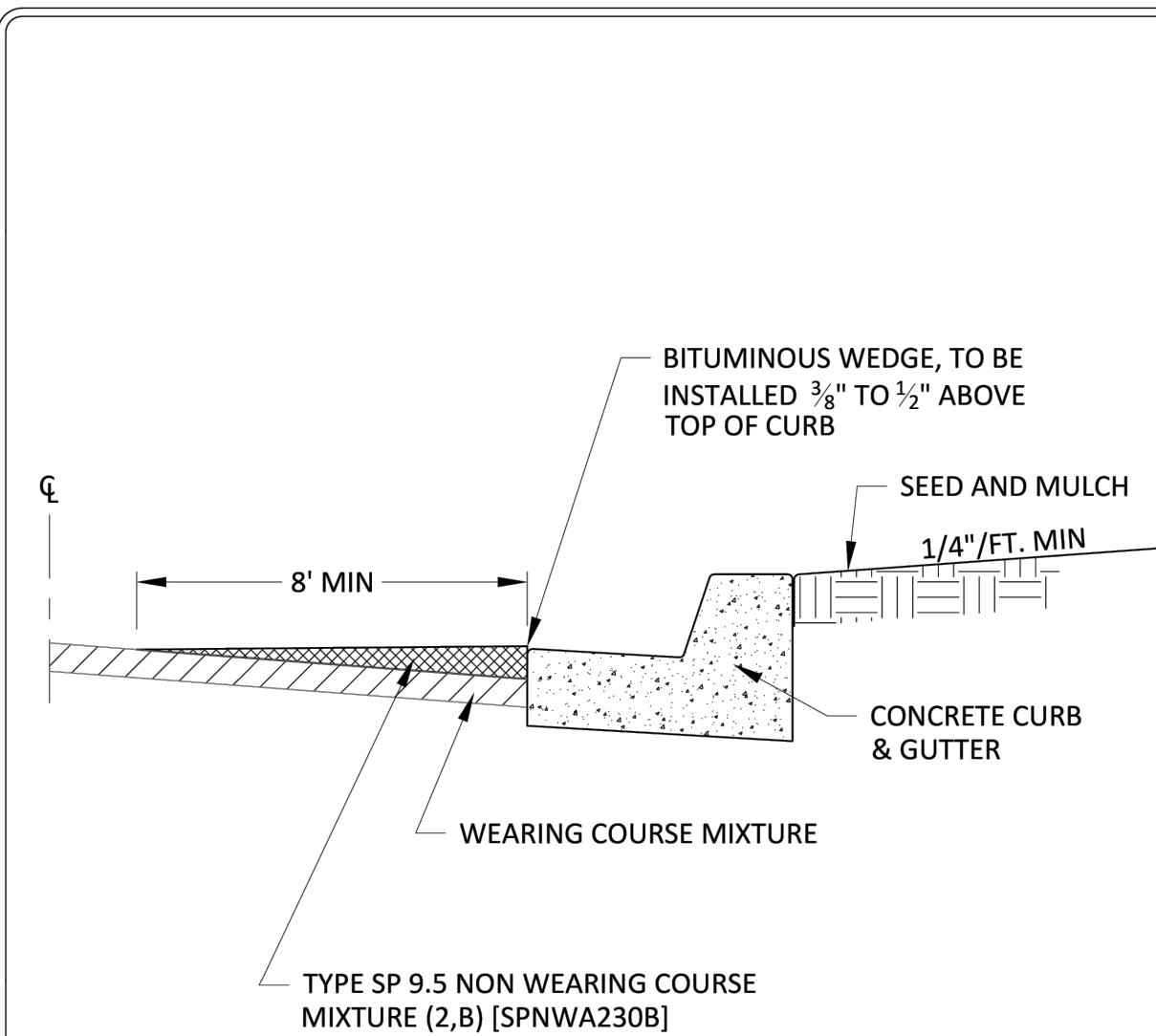
48_STR20.DWG



STANDARD DETAILS
CATCHBASIN AND MANHOLE
ADJUSTMENT
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-23

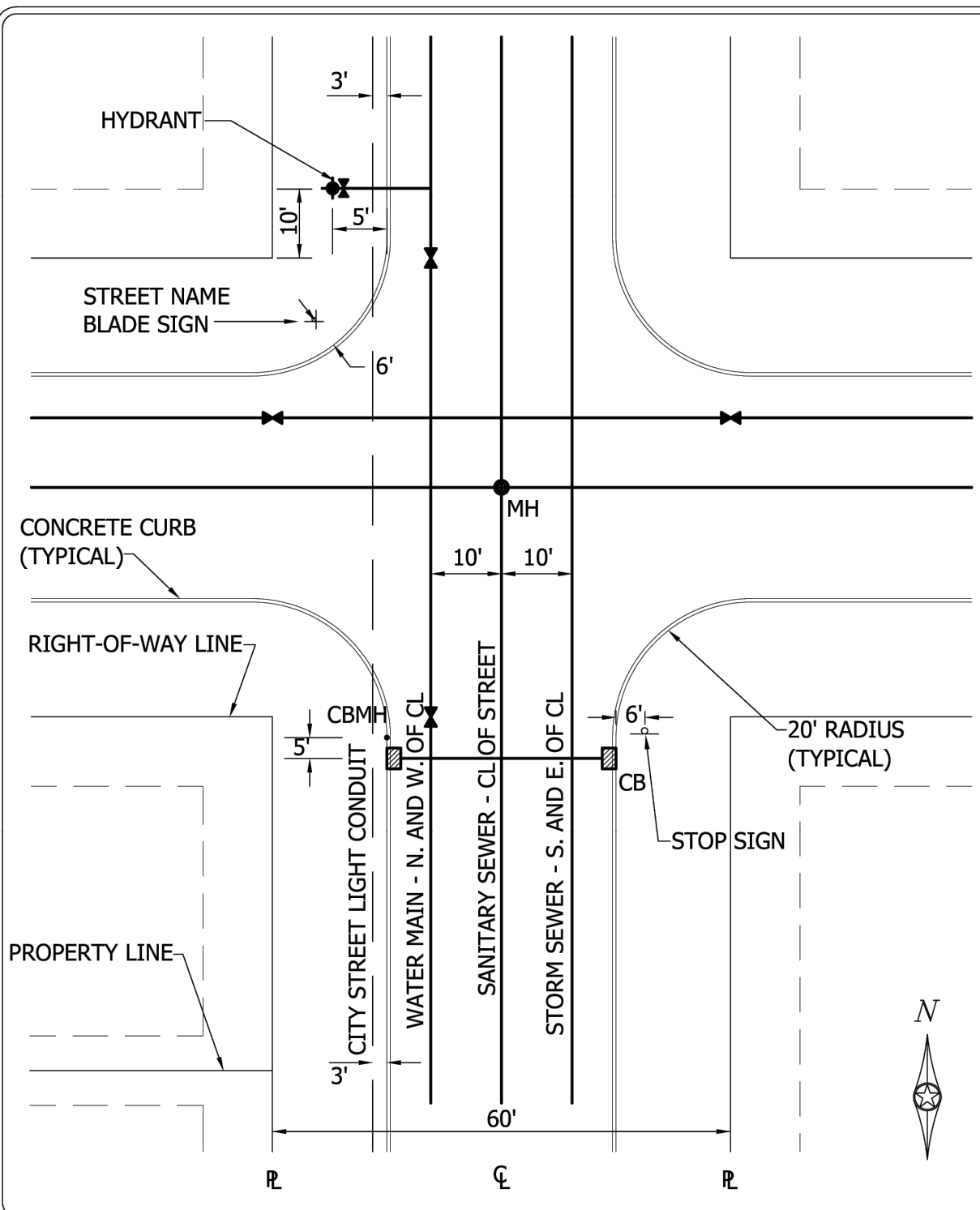
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STANDARD DETAILS
CONCRETE CURB PROTECTION
BITUMINOUS WEDGE
COTTAGE GROVE, MINNESOTA

JANUARY 2026
PLATE NO.
STR-26

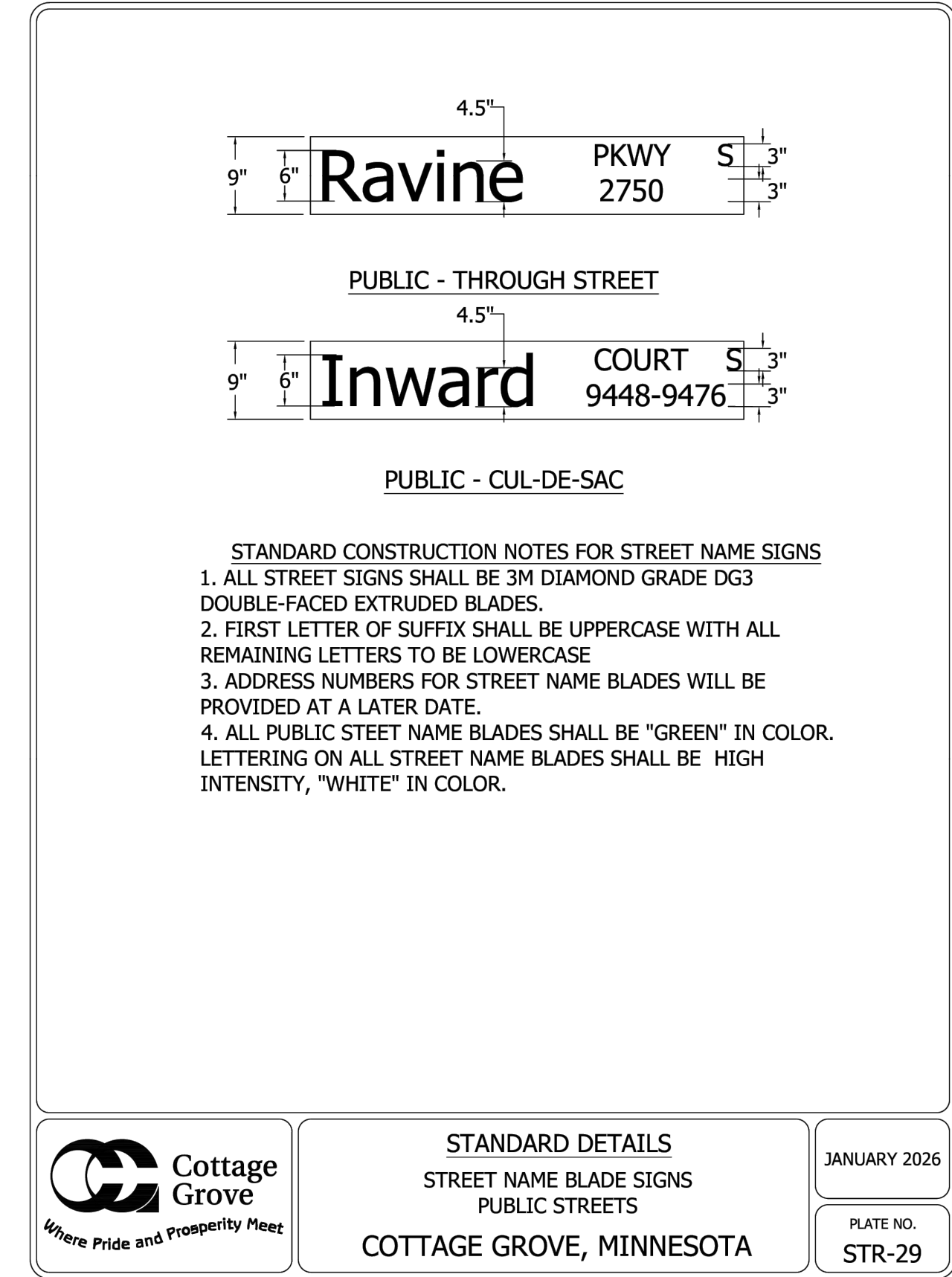
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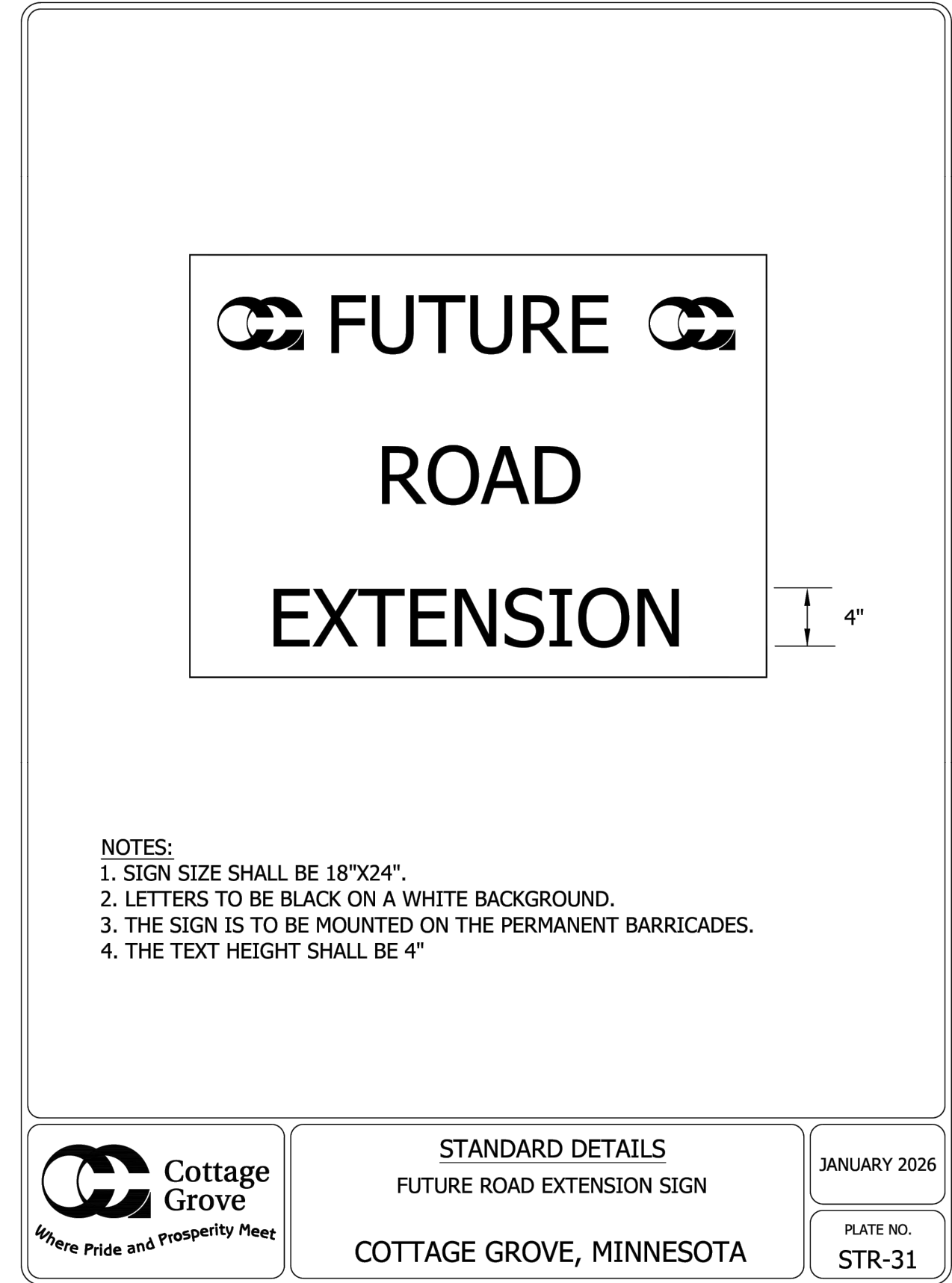
STANDARD DETAILS
TYPICAL UTILITY LOCATIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2026
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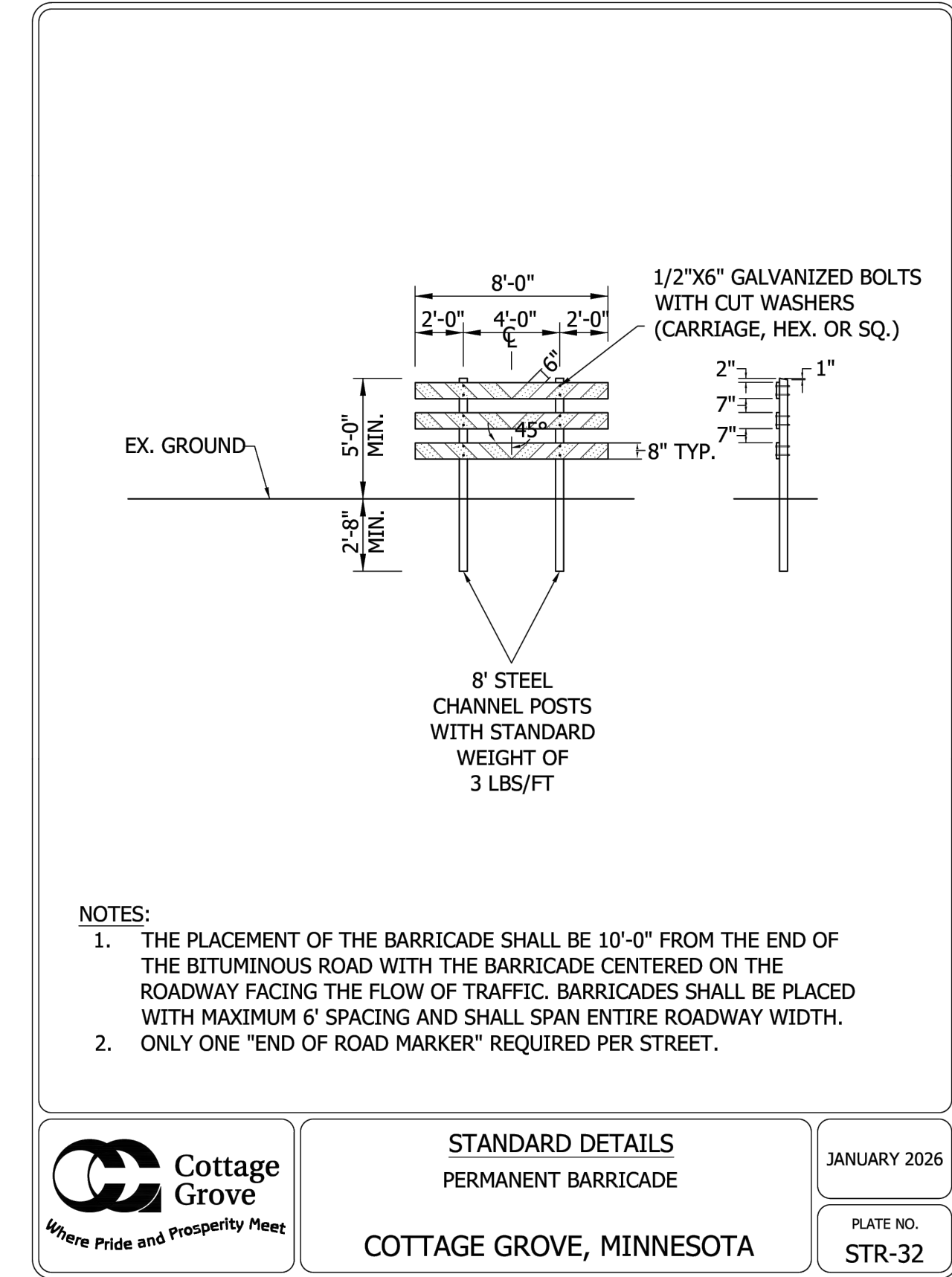
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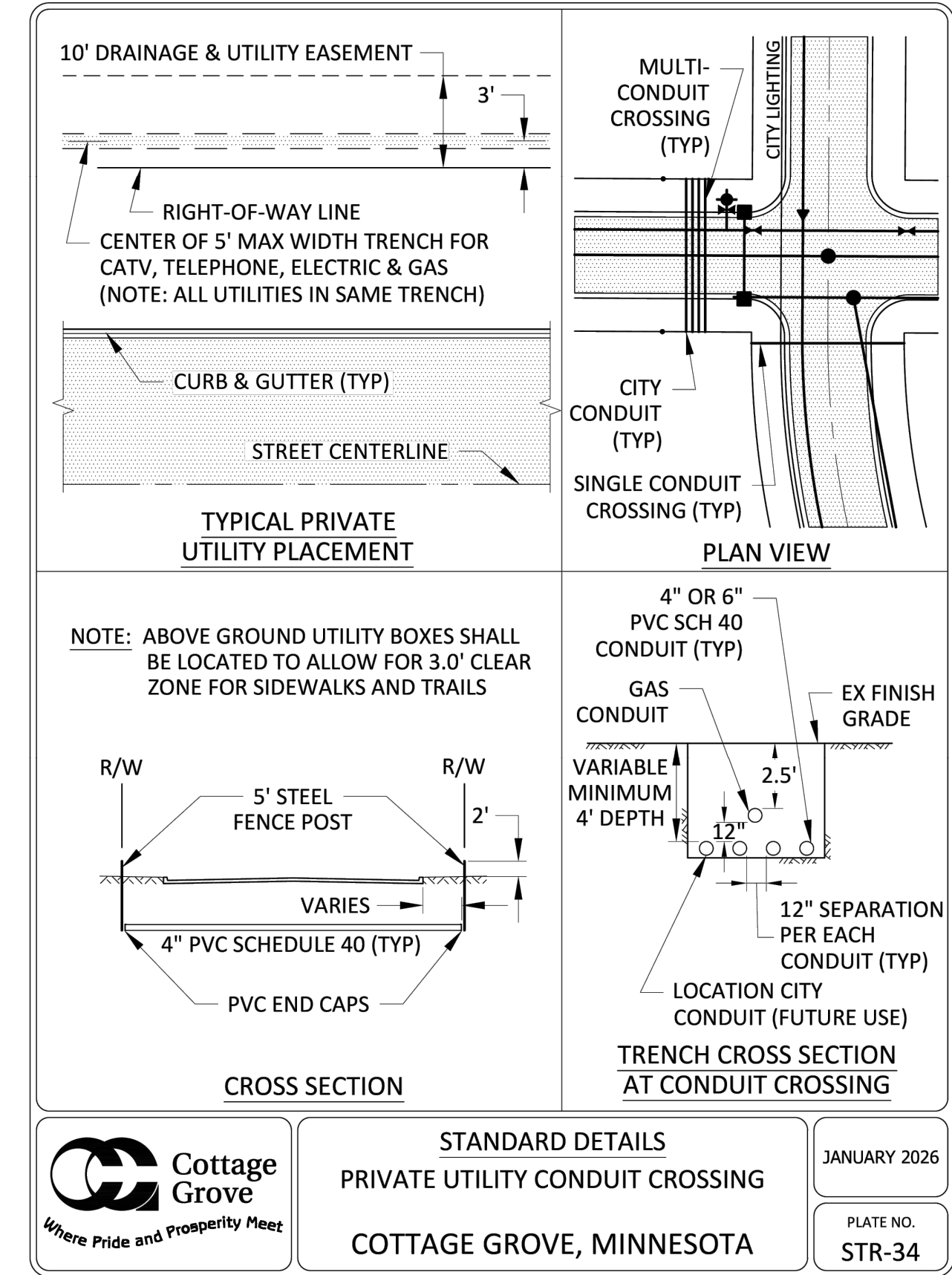
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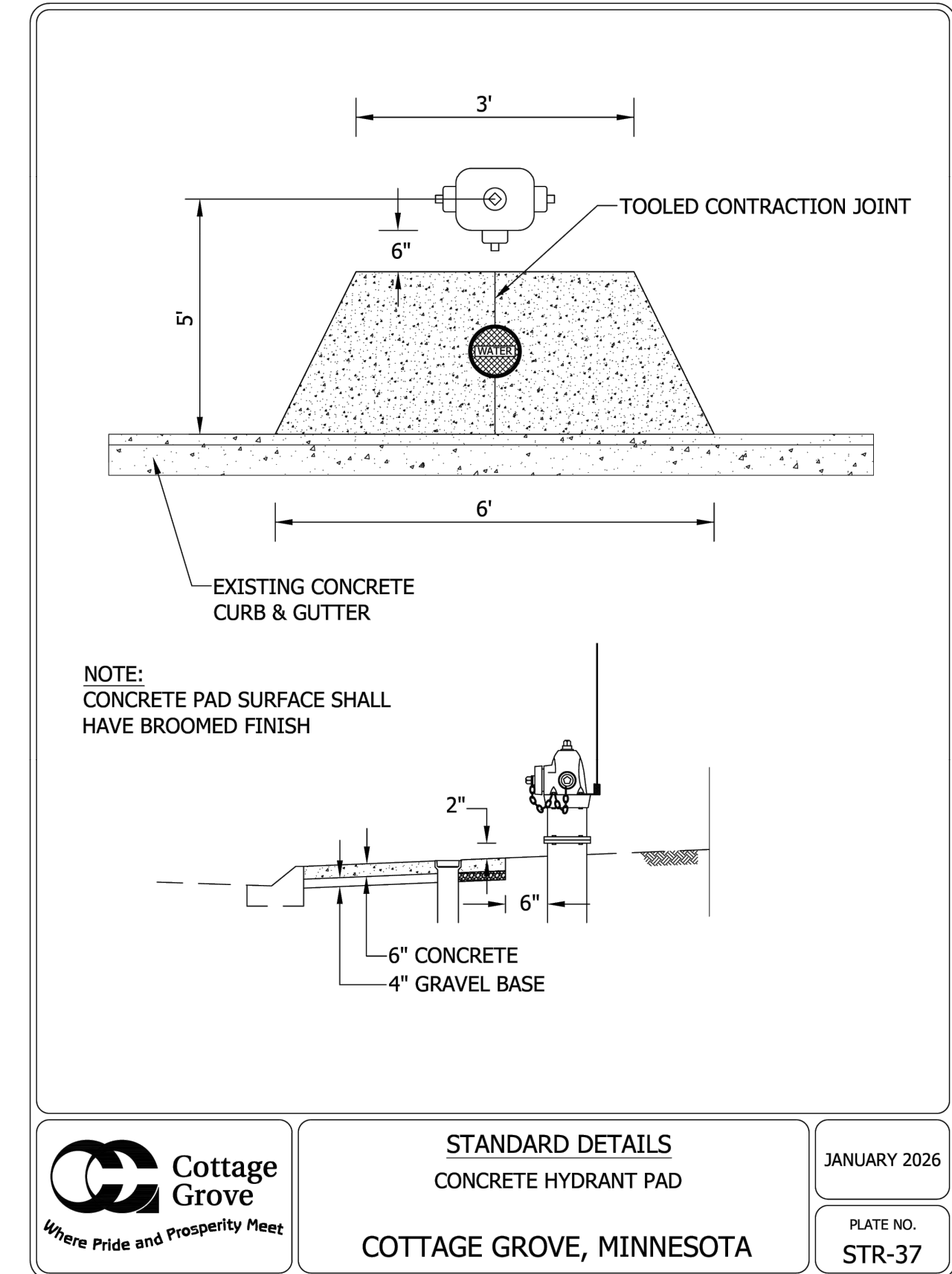
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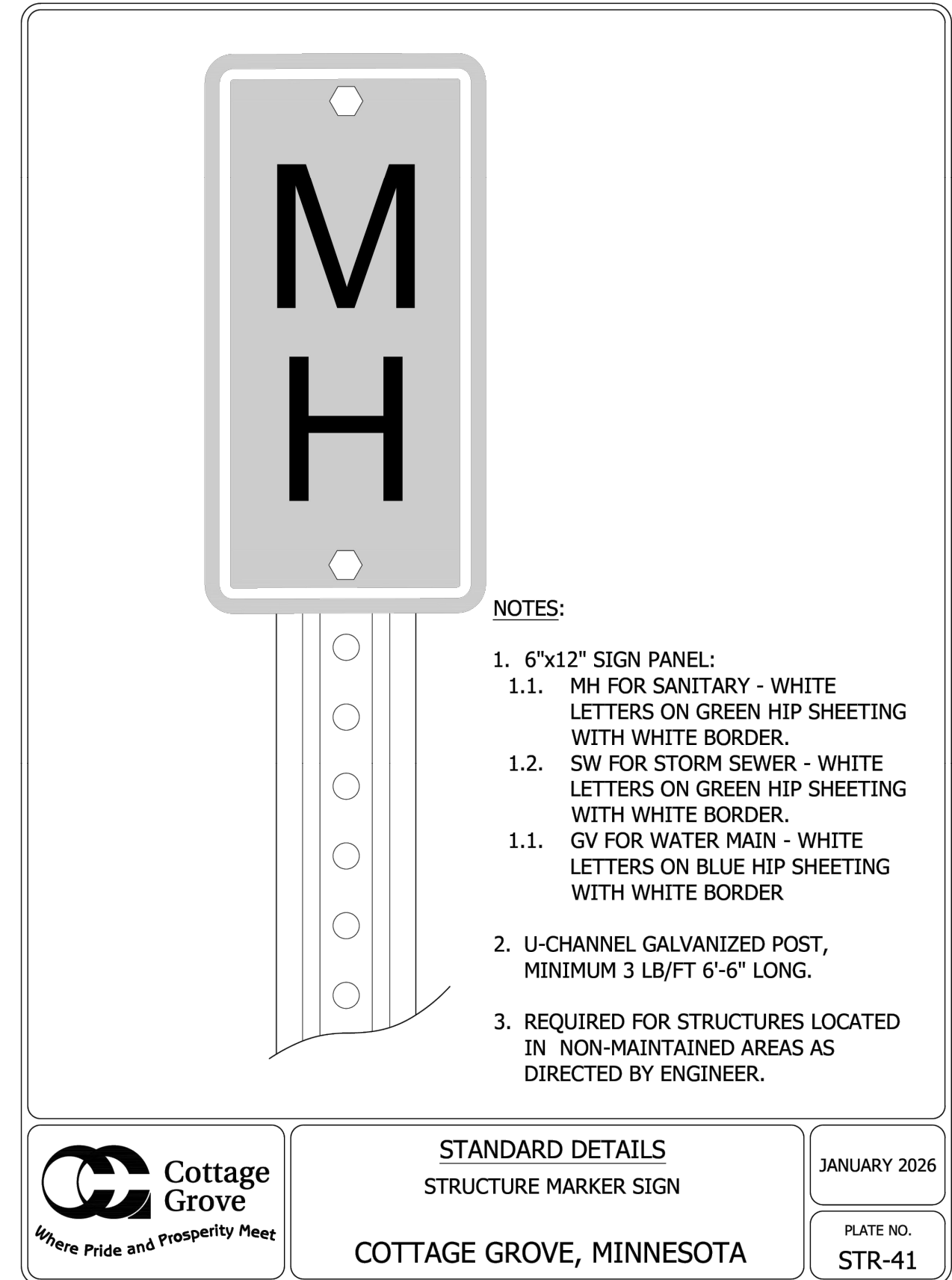
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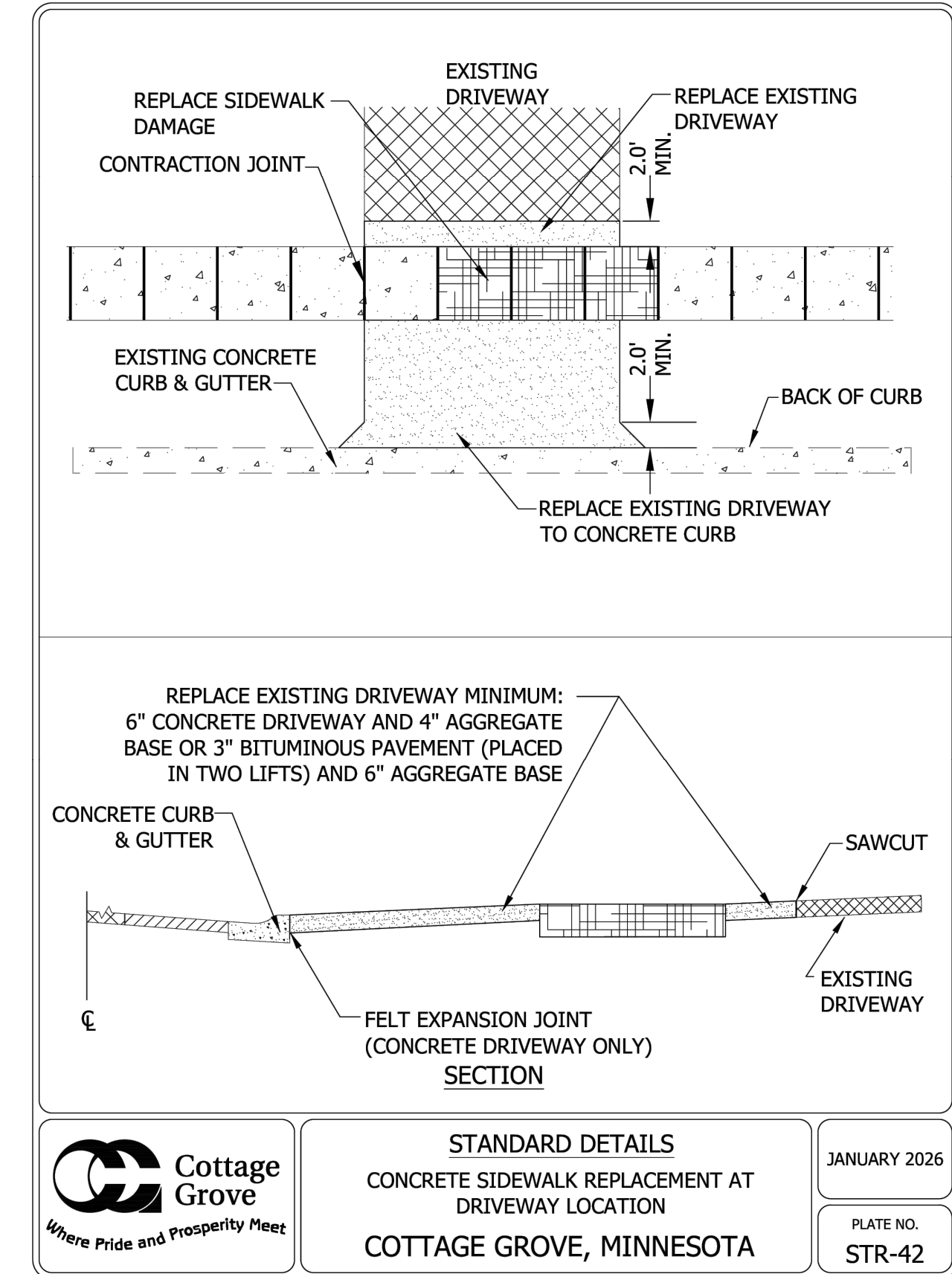
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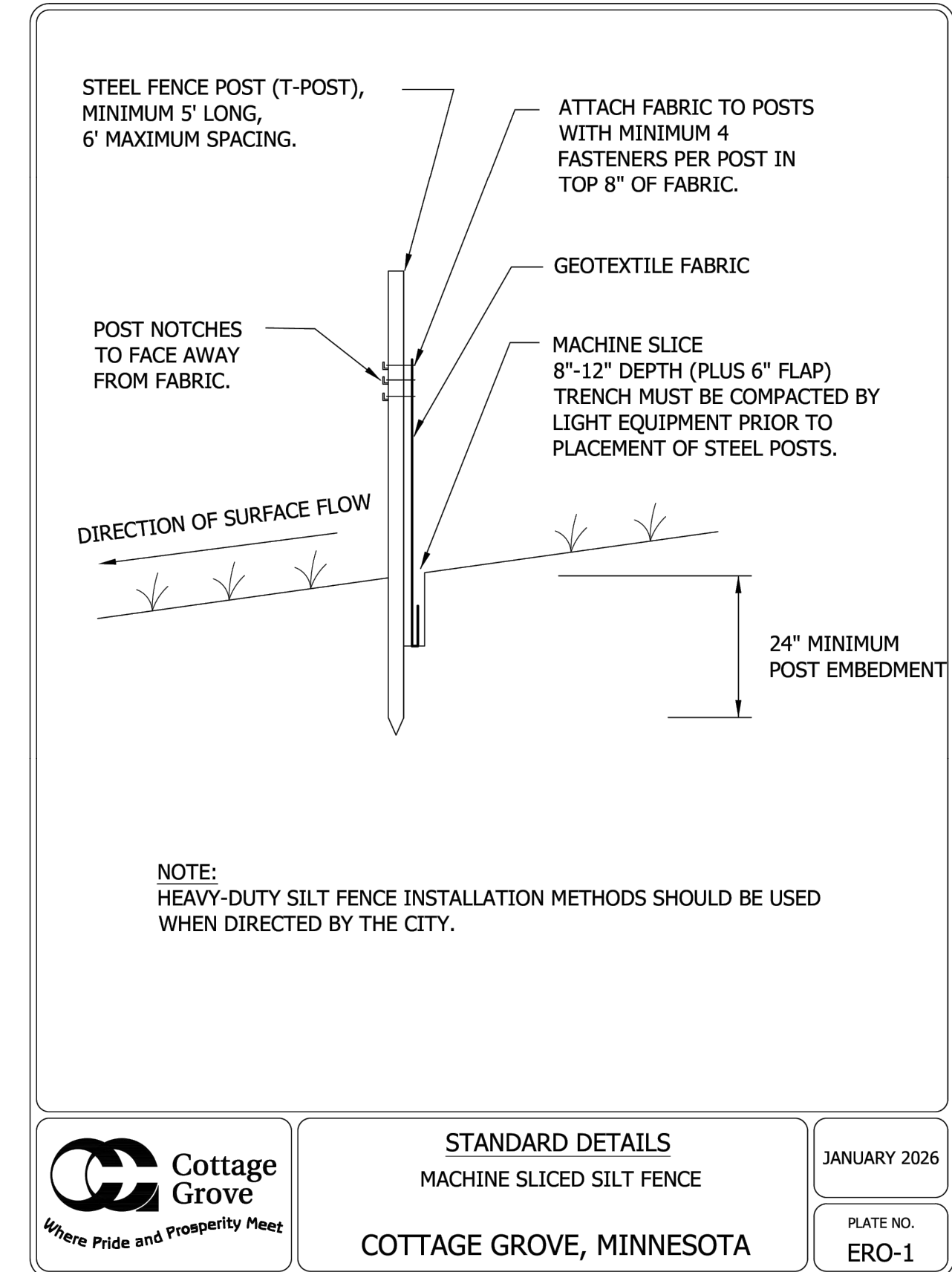
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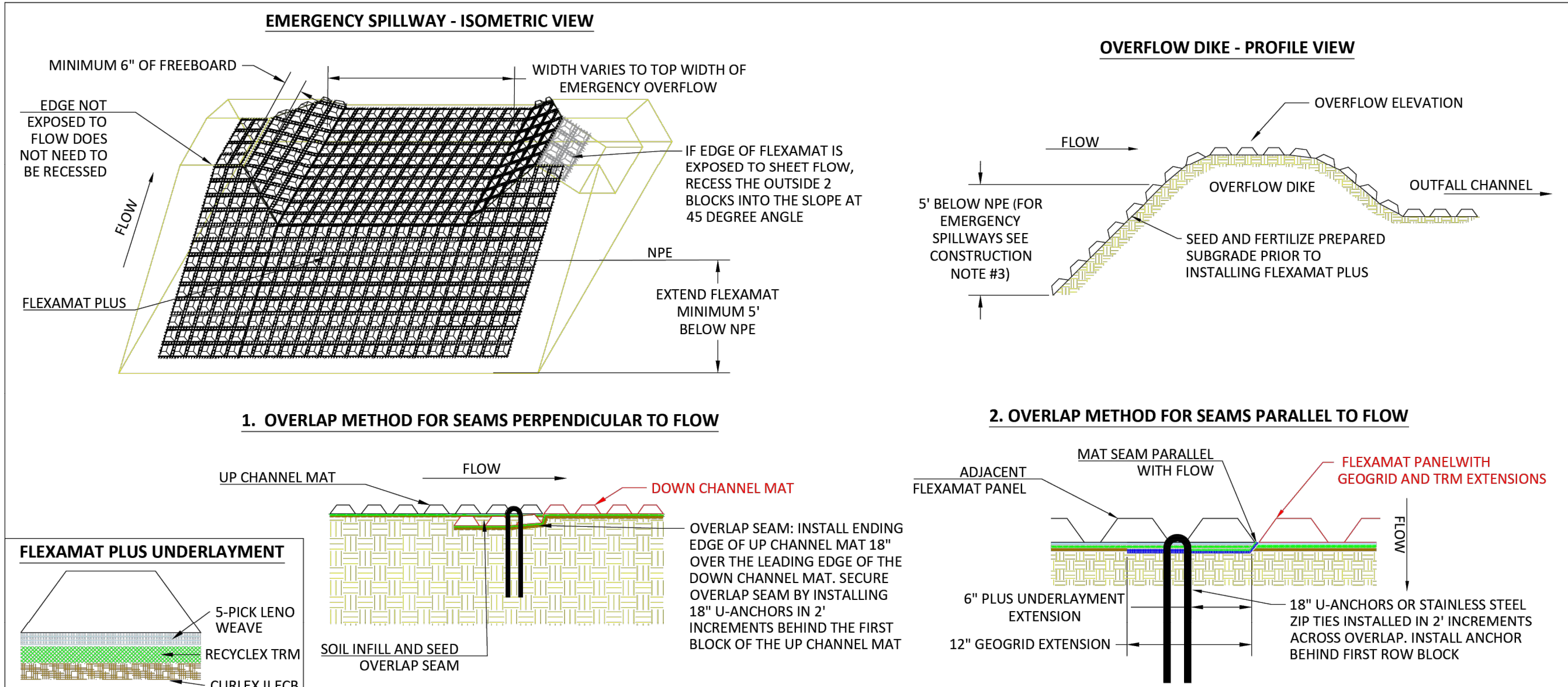
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48_ERO1.DWG



FLEXAMAT PLUS - OVERFLOW CHANNEL PARALLEL TO FLOW

CONSTRUCTION NOTES:

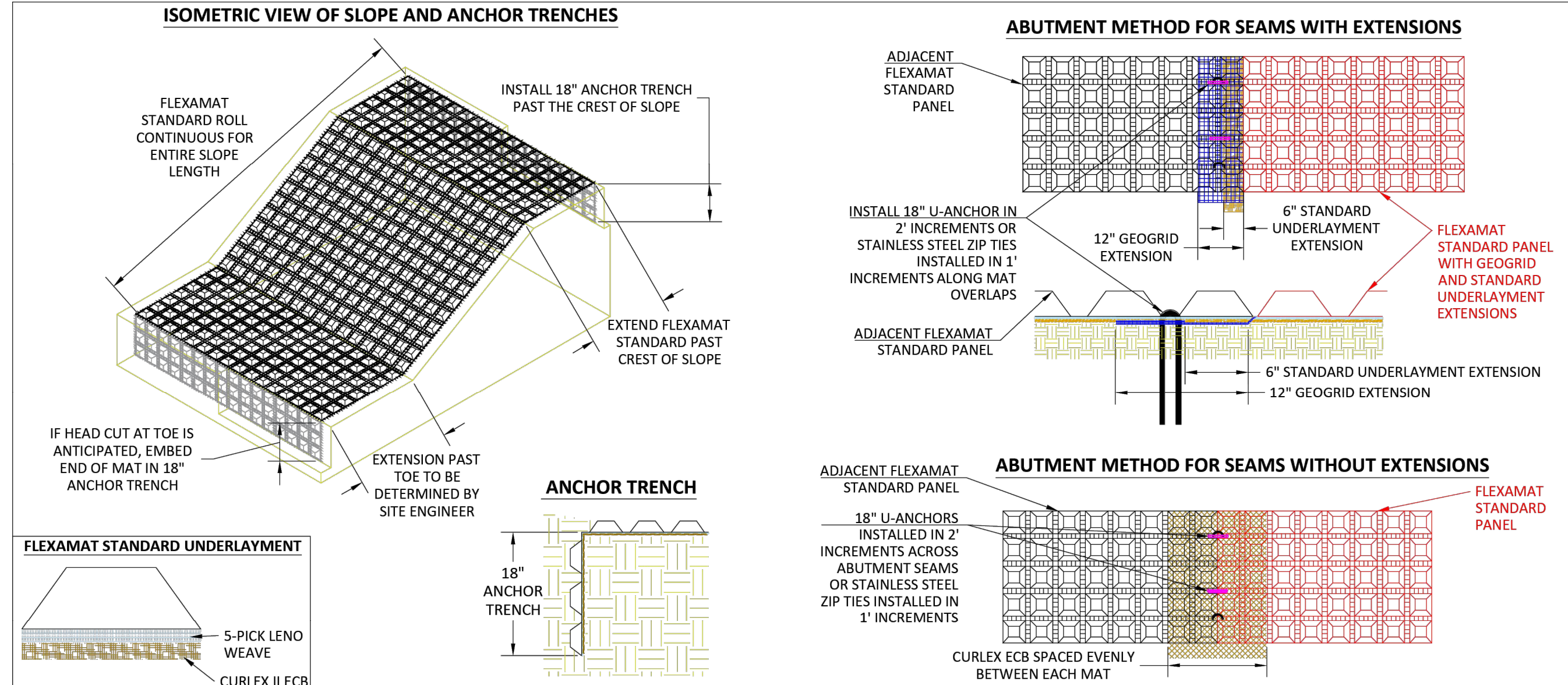
1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITE FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING SUBGRADE FOR THE MATS.
3. PRIOR TO THE FLEXAMAT PLUS INSTALLATION SEED AND FERTILIZE SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
4. MAT SHALL EXTEND 5' BELOW NORMAL POND ELEVATION. (FOR EMERGENCY OVERFLOW INSTALLATIONS EXTEND THE MAT 3' DOWN THE INSIDE FACE OF THE OVERFLOW DIKE.)
5. INSTALL FLEXAMAT PLUS ROLLS. MANUFACTURER RECOMMENDS INSTALLING THE WIDEST MAT POSSIBLE FOR SPILLWAY APPLICATIONS.
 - 5.1. FOR WIDTHS WIDER THAN 16', INSTALL 15.5' WIDE MATS WITH GEOGRID AND TRM UNDERLAYMENT EXTENSIONS. INSTALL ADJACENT MAT OVER THE 12" GEOGRID AND 6" TRM UNDERLAYMENT EXTENSIONS OF THE ADJACENT MATS. ENSURE THE GEOGRID AND TRM UNDERLAYMENT EXTENSIONS ARE LAYING FLAT ON THE SUBGRADE BEFORE INSTALLING ADJACENT MAT OVER THE EXTENSIONS. INSTALL #3 REBAR 18" U-ANCHORS IN 2' INCREMENTS ACROSS THE GEOGRID AND TRM EXTENSION OVERLAP. INSTALL ANCHORS PERPENDICULAR TO THE FLOW DIRECTLY BEHIND FIRST ROW OF BLOCKS ON THE ADJACENT MAT.
 - 5.2. FOR ADDITIONAL SECTIONS OF MAT, OVERLAP THE DOWNSTREAM SECTION 18" WITH UPSTREAM SECTION OF MAT. PRIOR TO INSTALLING OVERLAP, FLIP UPSTREAM MAT BACK 24". EXCAVATE 2.25" OF SOIL 18" FROM THE END OF THE UPSTREAM MAT. DOWNSTREAM SECTION IS THEN LAID IN THE SHALLOW TRENCH. RETURN AND TAMP SOIL OVER INITIAL EDGE AND SEED AREA. FLIP END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE. SEED AND FERTILIZE SOIL INFILL PRIOR TO FLIPPING END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE OF DOWNSTREAM MAT. SECURE PERPENDICULAR OVERLAP SEAMS BY INSTALLING #3 REBAR - 18" U-ANCHORS PERPENDICULAR TO FLOW IN 2' INCREMENTS.
6. AT THE END OF THE ARMORED SPILLWAY, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL. (AS SPECIFIED BY EOR.)

**MOTZ
ENTERPRISES, INC.**

Flexamat
(513)772-6689
Info@Flexamat.com
Flexamat.com



REV - 1



FLEXAMAT STANDARD - SLOPE ARMORING

CONSTRUCTION NOTES:

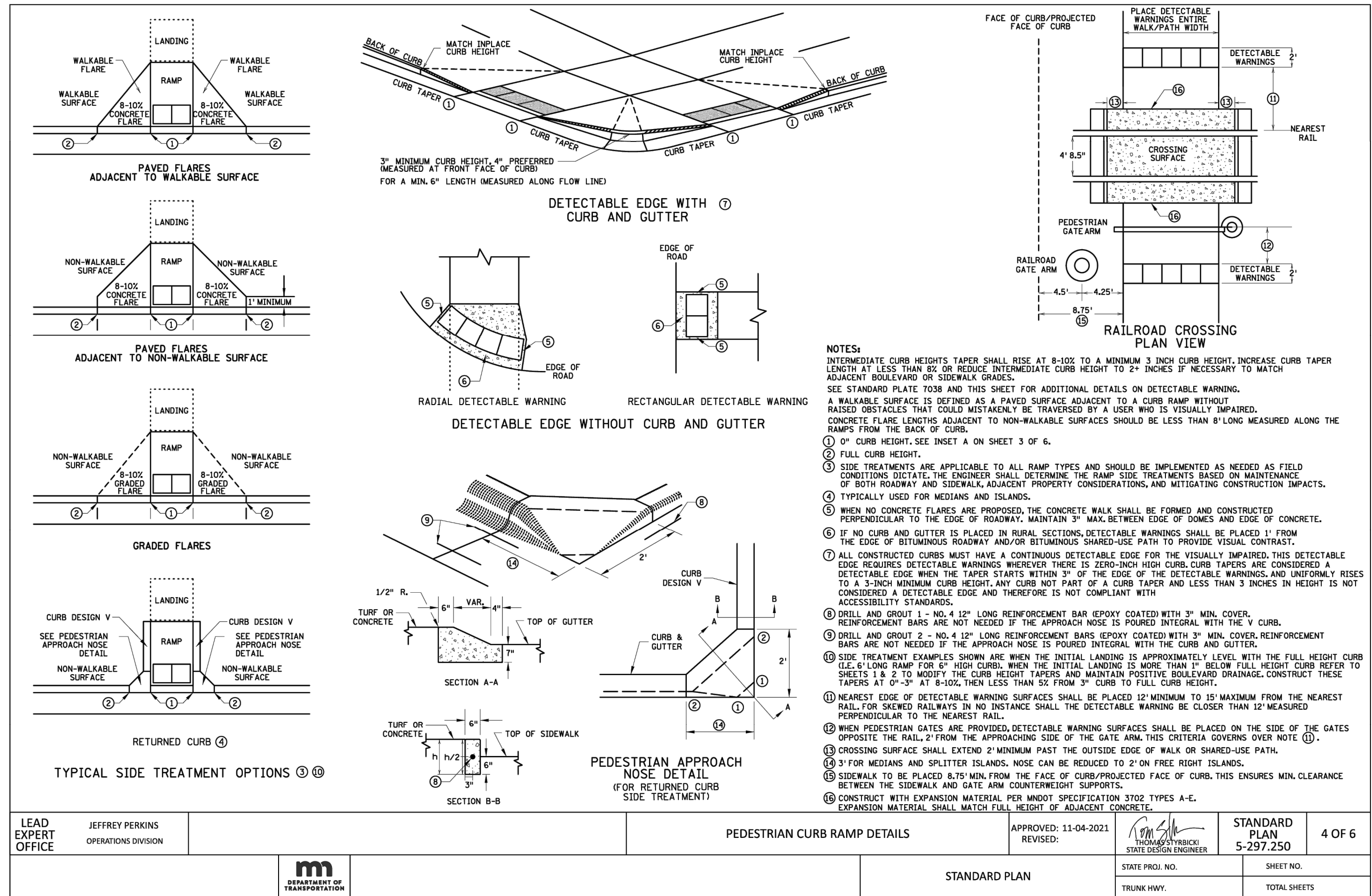
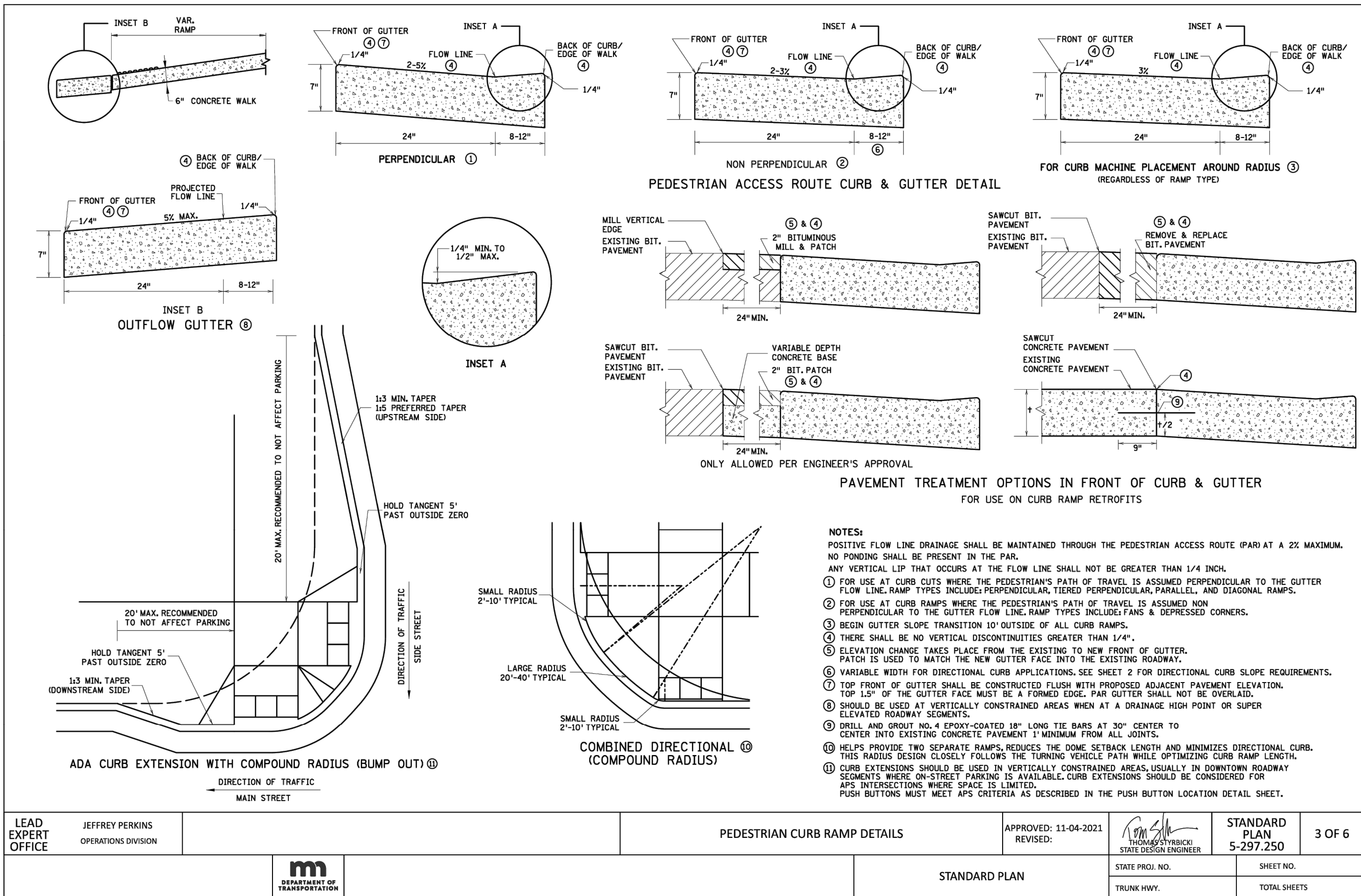
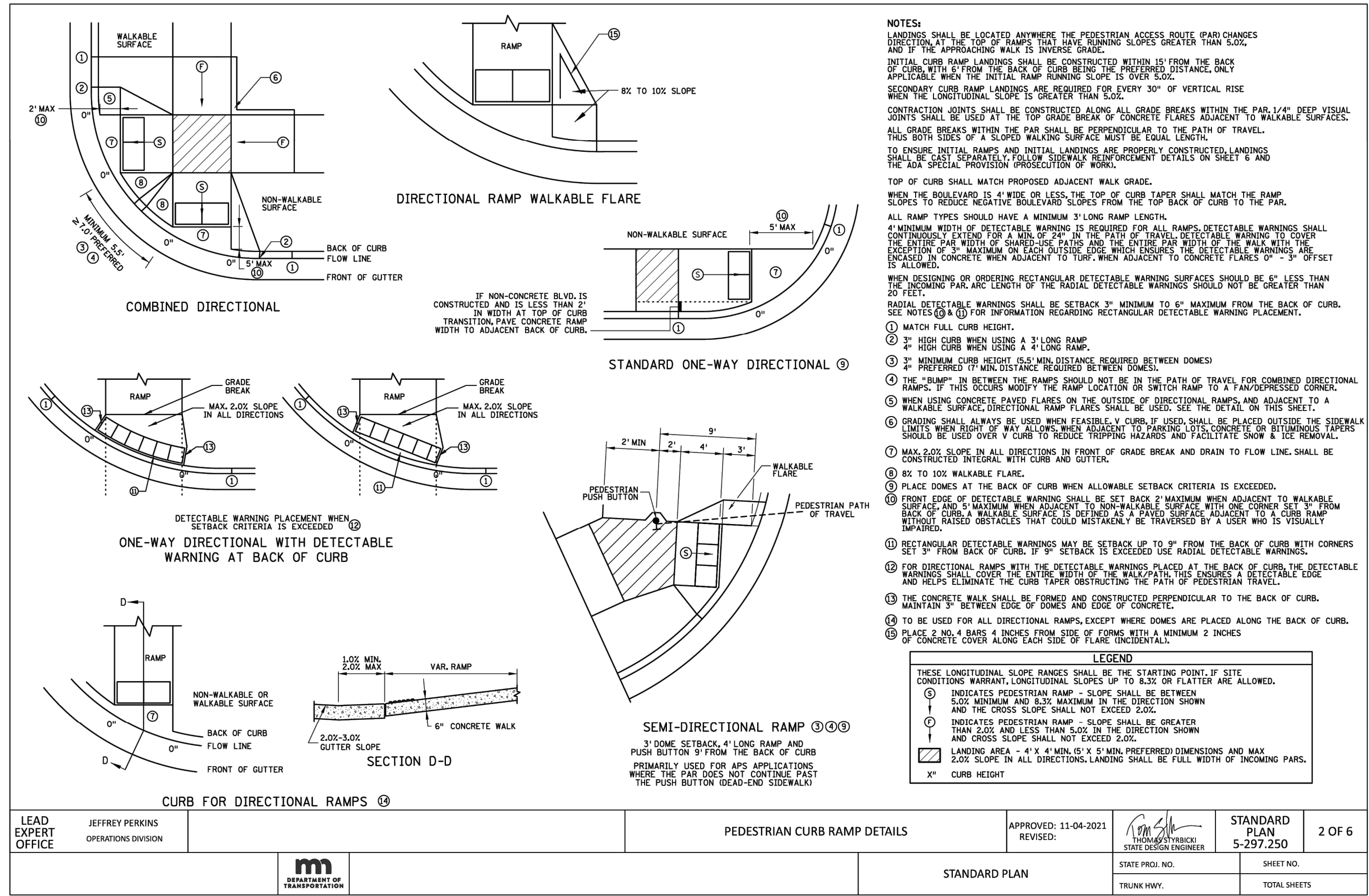
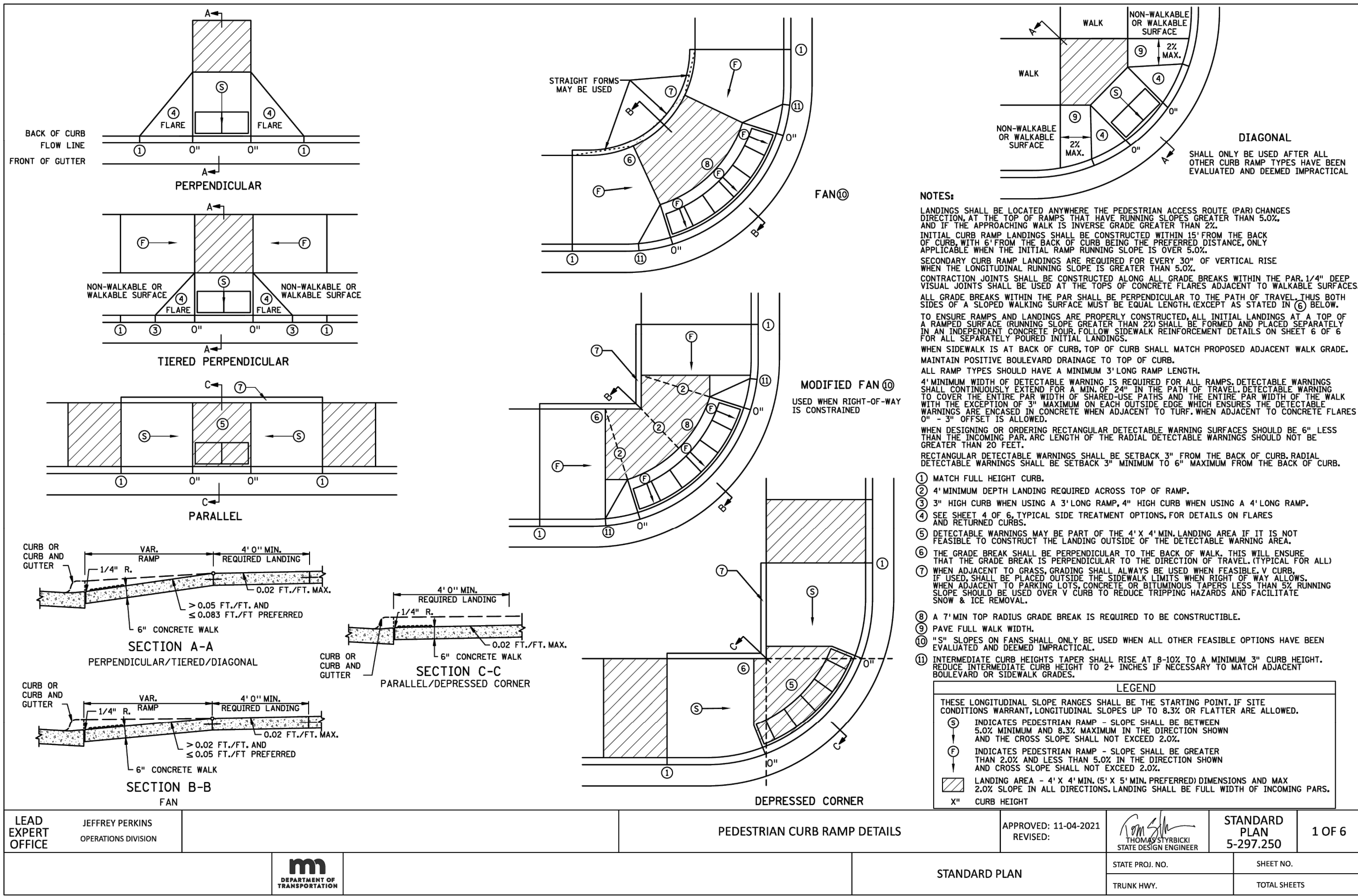
1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITE FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND.
3. PRIOR TO FLEXAMAT STANDARD INSTALLATION SEED AND FERTILIZE SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
4. INSTALL FLEXAMAT STANDARD ROLLS THAT ARE CONTINUOUS FOR ENTIRE SLOPE LENGTH. FOR SLOPES LONGER THAN 16', USE MATS WITH EXTENSIONS CUT TO THE LENGTH OF THE SLOPE. INSTALL MATS TO THAT THE MATTING EXTENDS PAST THE CREST OF SLOPE AND INTO AN 18" ANCHOR TRENCH.
 - 4.1. FOR ARMORED SLOPE LENGTHS 16' OR LESS, INSTALL CURLEX ECB EQUALLY UNDER ADJACENT MATS. SECURE SEAM WITH #3 REBAR 18" U-ANCHORS IN 2' INCREMENTS THE LENGTH OF THE ABUTMENT.
 - 4.2. ARMORED SLOPE LENGTHS LONGER THAN 16', INSTALL NEXT MAT OVER EXTENSIONS.
5. INSTALL SUBSEQUENT MATS OVER THE GEOGRID EXTENSION AND STANDARD UNDERLAYMENT EXTENSION OF THE PREVIOUSLY INSTALLED MAT. ENSURE THE GEOGRID AND STANDARD UNDERLAYMENT EXTENSIONS ARE LAYING FLAT ON THE SUBGRADE BEFORE INSTALLING ADJACENT MAT OVER THE EXTENSIONS.
6. INSTALL #3 REBAR 18" U-ANCHORS IN 2' INCREMENTS ACROSS THE GEOGRID AND STANDARD EXTENSION ABUTMENT. INSTALL ANCHORS PERPENDICULAR TO THE SLOPE DIRECTLY BEHIND FIRST ROW OF BLOCKS ON THE ADJACENT MAT.
7. AT THE END OF THE ARMORED SLOPE, IF HEAD CUT IS ANTICIPATED, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL.

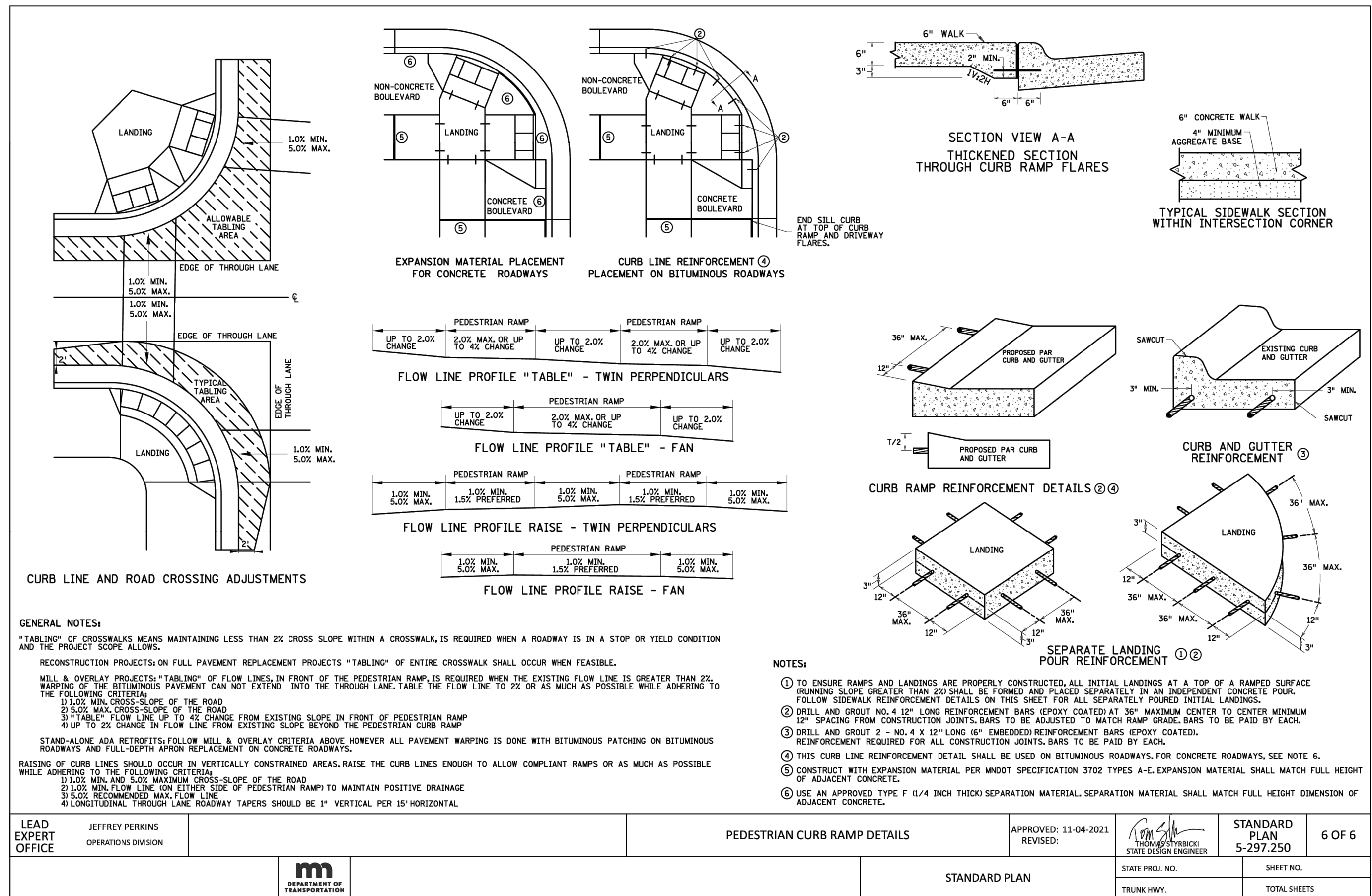
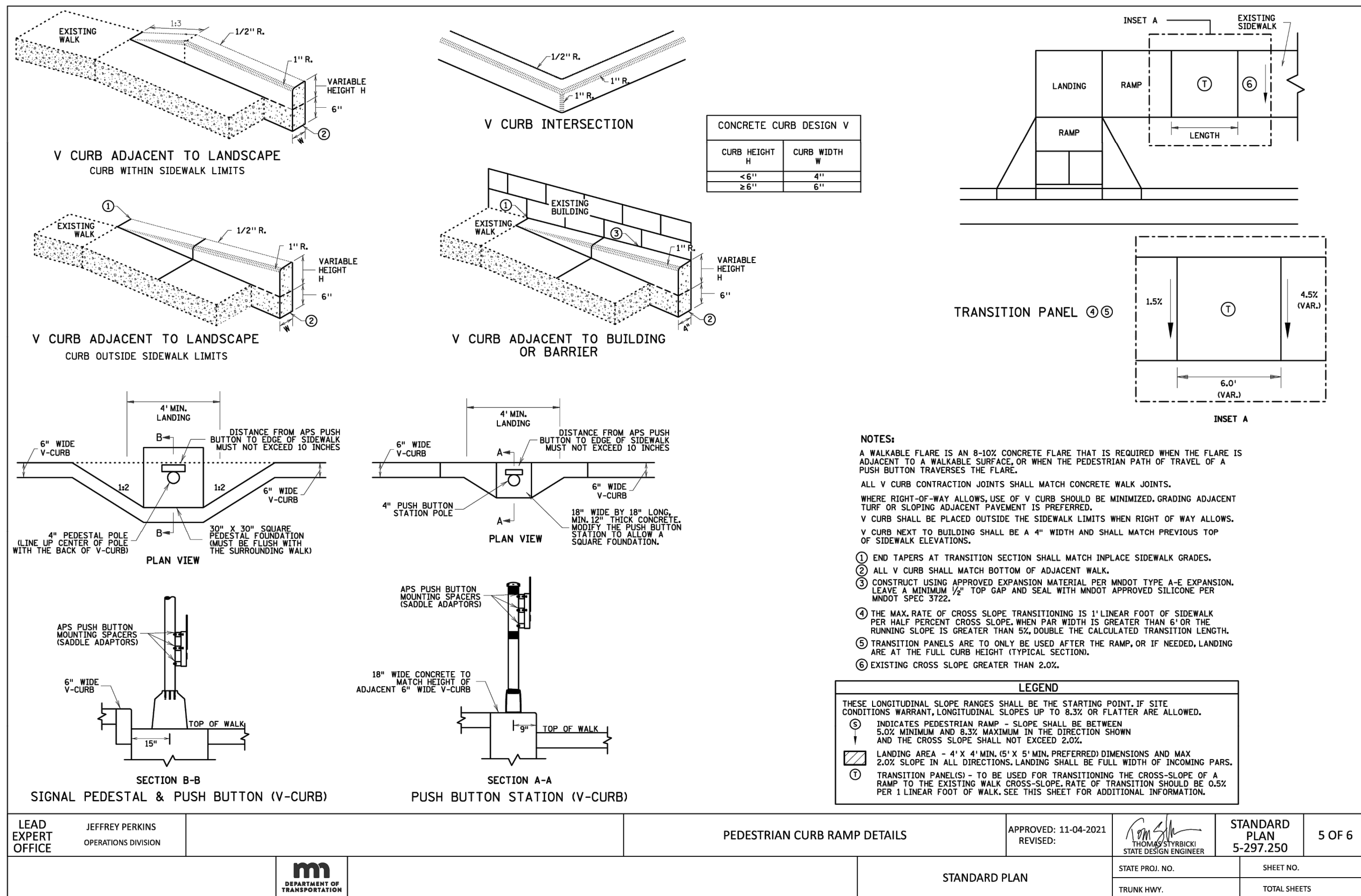
**MOTZ
ENTERPRISES, INC.**

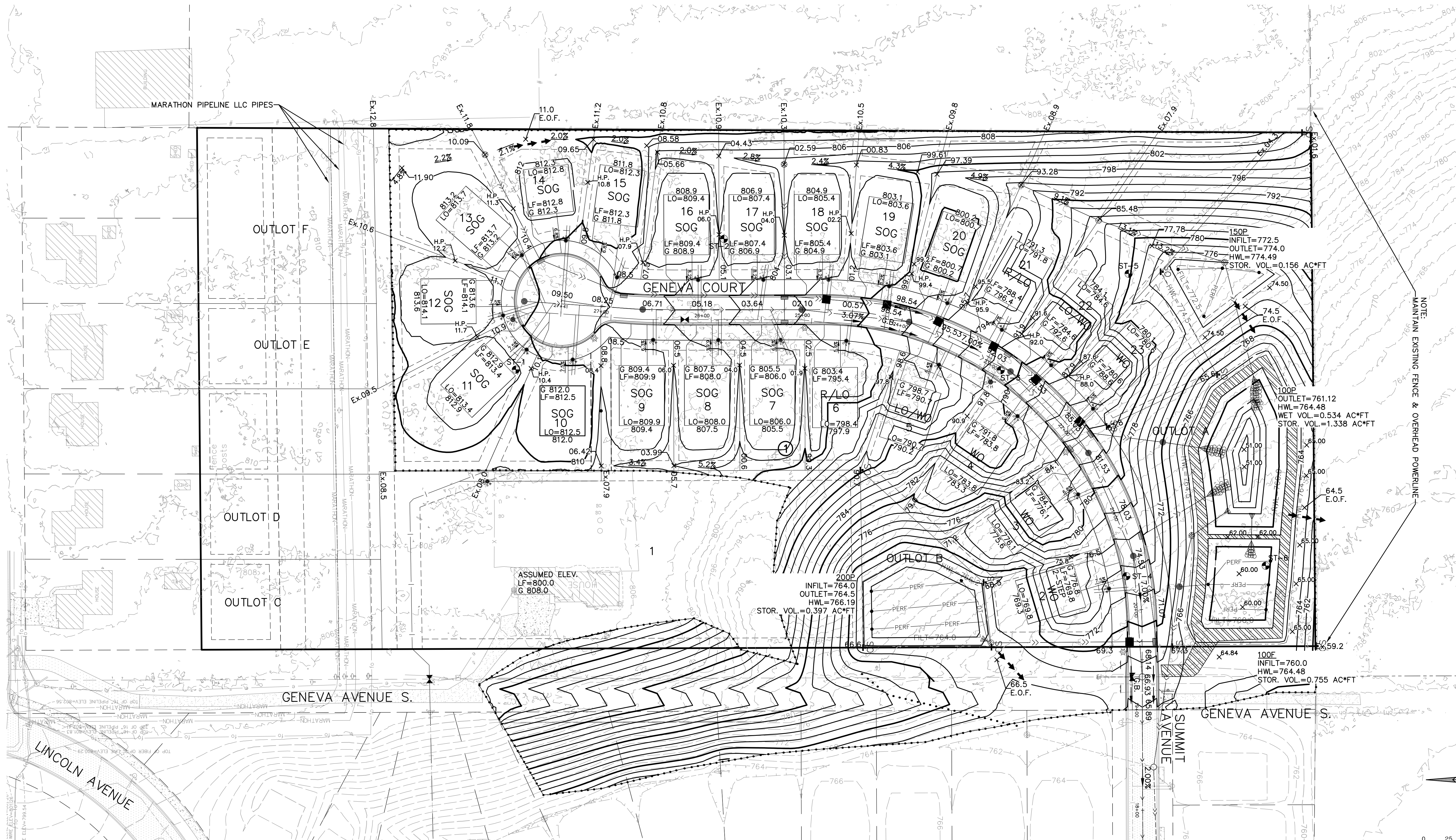
Flexamat
(513)772-6689
Info@Flexamat.com
Flexamat.com



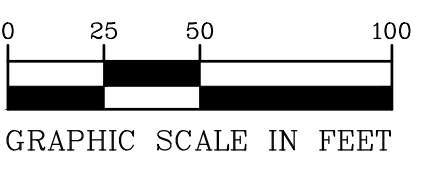
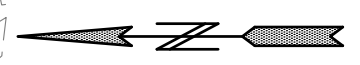
REV - 1







NOTE: MAINTAIN EXISTING FENCE & OVERHEAD POWERLINE



BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with STATE ONE-CALL , AND
Without Written Permission From
MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT

BASIN ACCESS 7% SLOPE MAX.

BUILDING REQUIREMENTS
POND ADJACENT LOTS:
LOW ADJACENT GROUND 3'+HWL
2'+EOF

LOCAL LOWPOINTS:
LOW ADJACENT GROUND 1'+EOF

SETBACK REQUIREMENTS:
EXISTING ZONING: R-1
2040 GUIDE PLAN: LOW DENSITY (LD)
RESIDENTIAL 2-4 UNITS/ACRE
PROPOSED ZONING: R-3

R-3 STANDARDS:
WIDTH: 65'
DEPTH: 130'
FRONT SETBACK: 25'
REAR YARD SETBACK: 35'
SIDE SETBACK: 7.5'
SIDE SETBACK GARAGE: 5'
SIDE SETBACK CORNER: 20'
MAX STRUCTURE HEIGHT: 35'
IMPERVIOUS MAX: 40%

GRADING PLAN

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

G1 OF G5

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

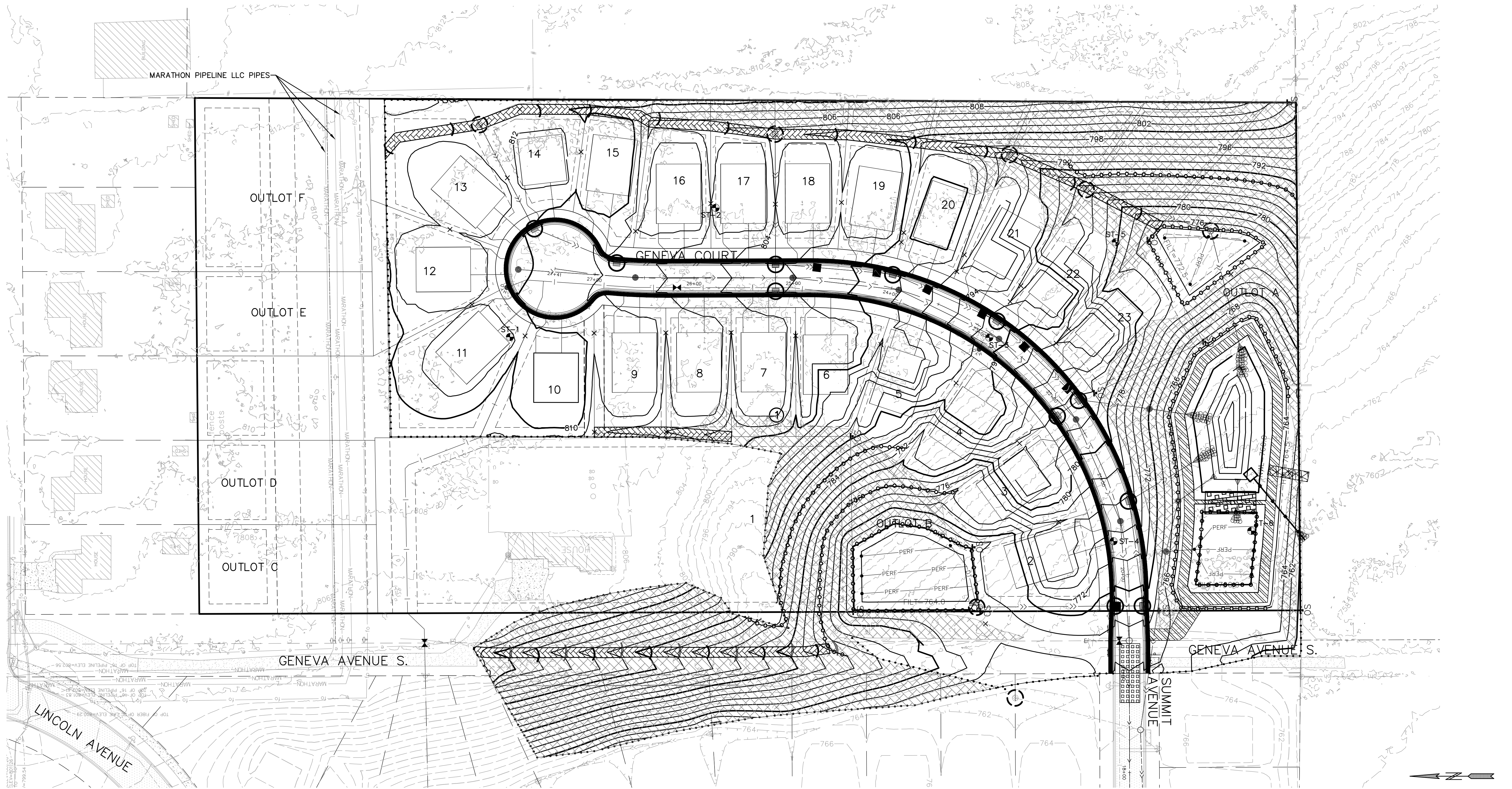
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by
me or under my direct supervision and that I
am a duly Licensed Professional Engineer
under the laws of the State of Minnesota

Name
Brian N. Molinaro
Reg. No. 47504 Date 07-10-2026

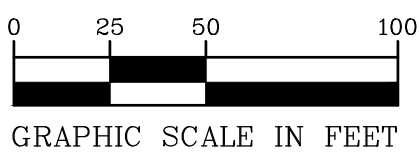
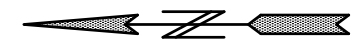
Revisions

Date 07-10-2026
Designed NAP
Drawn SHA

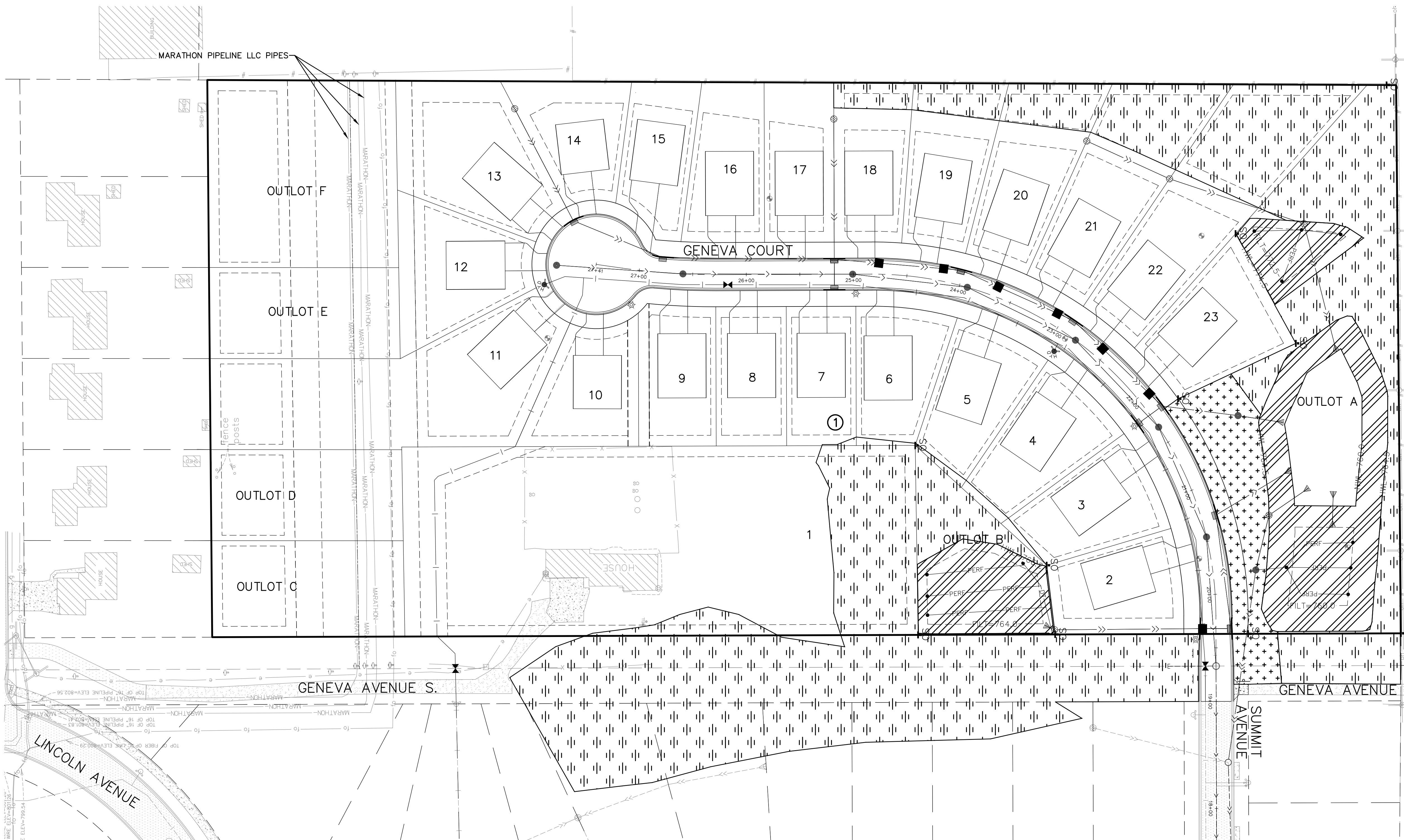


WARNING
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CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT

LEGEND			
	ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING		BASIN ACCESS 7% SLOPE MAX.
	PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING		SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
	HEAVY DUTY SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.		CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
	CAT 20 EROSION CONTROL BLANKET FROM BACK OF CURB TO ROW. TO BE INSTALLED AFTER COMPLETION OF SIDEWALK CONSTRUCTION.		CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
			TEMPORARY BASIN OUTLET SEE DETAIL SHEET G5
			STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
			MNDOT CAT 20 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
			MNDOT CAT 30 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
			FLEXAMAT OVERFLOW
			STABILIZED EMERGENCY OVERFLOW

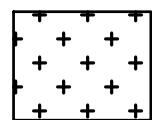


BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

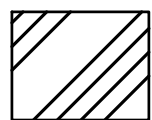


WARNING
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Without Written Permission From
MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT

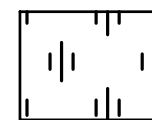
- TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876, CONSISTING OF:
- MAY 1 – AUGUST 1: MINNESOTA STATE SEED MIXTURE O (OATS) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - AUGUST 1 – OCTOBER 1: MINNESOTA STATE SEED MIXTURE WW (WINTER WHEAT) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 1 COMMERCIAL FERTILIZER, 10–10–20 @ 200 LBS. PER ACRE



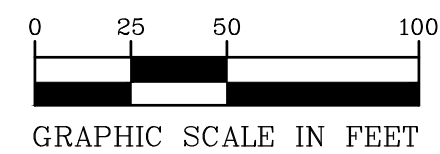
- PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 25–121 (SANDY GENERAL ROADSIDE) AT 61.0 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 3 SLOW–RELEASE FERTILIZER, 22–5–10, MINIMUM 70% WATER–INSOLUBLE NITROGEN @ 350 POUNDS PER ACRE.



- PERMANENT BASIN SEEDING SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- WET BASIN BENCH/(IN)FILTRATION BASIN: MINNESOTA STATE SEED MIXTURE WD (WET DITCH) AT 20 POUNDS PER ACRE.
 - ABOVE BASIN BENCH TO HIGH WATER LEVEL: MINNESOTA STATE SEED MIXTURE STR (SOUTHERN TALLGRASS ROADSIDE) AT 26 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL–BASED FERTILIZER, 18–1–8 FOR LOAM & CLAY LOAM OR 17–10–7 FOR SANDY SOILS @ 120 LBS PER ACRE EACH



- UPLAND/NATURAL AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE STR (SOUTHERN TALLGRASS ROADSIDE) AT 26 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL–BASED FERTILIZER, 18–1–8 FOR LOAM & CLAY LOAM OR 17–10–7 FOR SANDY SOILS @ 120 LBS PER ACRE EACH



BENCH MARK
TOP NUT HYDRANT LOCATED IN NORTHEAST QUADRANT OF LINCOLN AVENUE & 18TH AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Brian N. Molinaro
Reg. No.: 47504
Date: 07-10-2026

Revisions

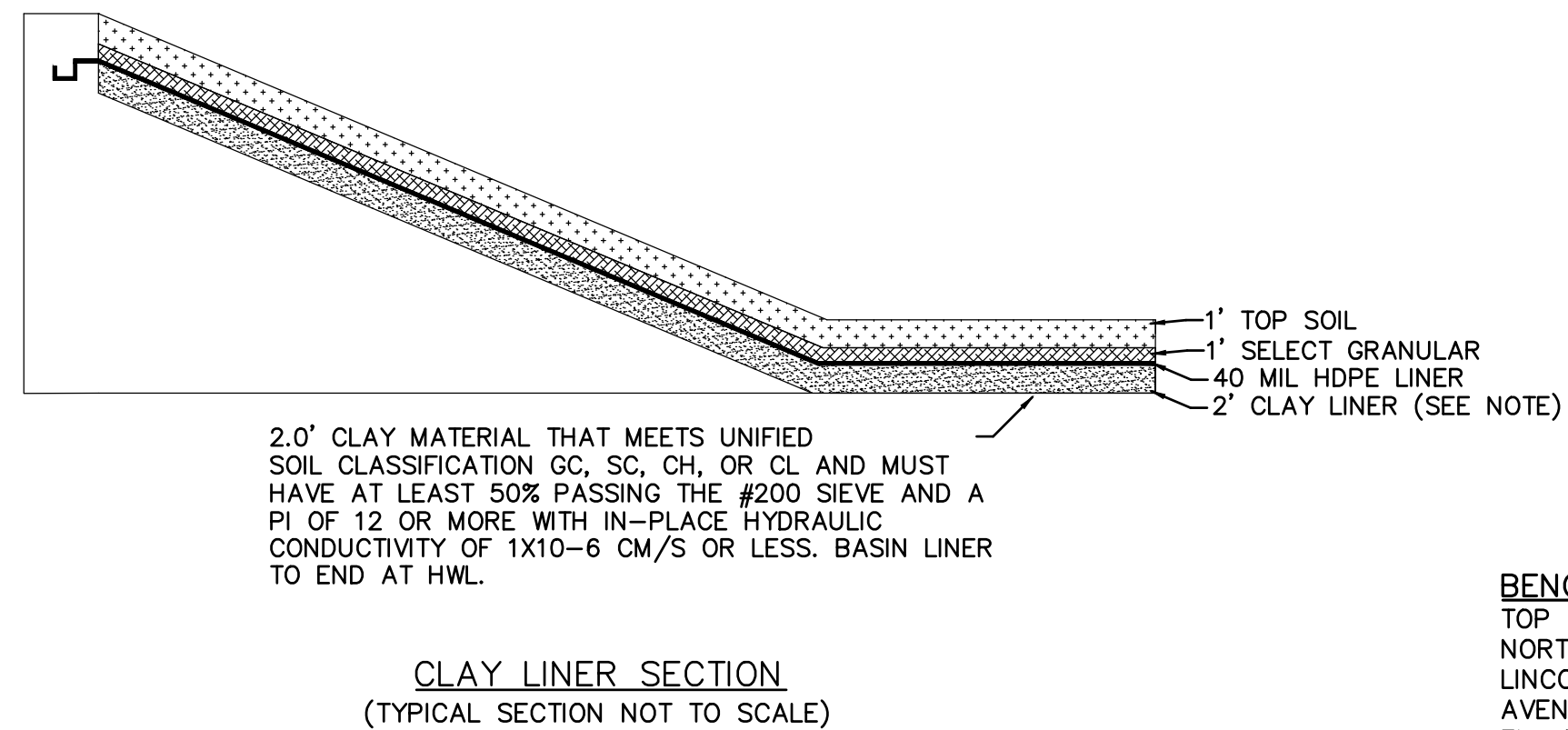
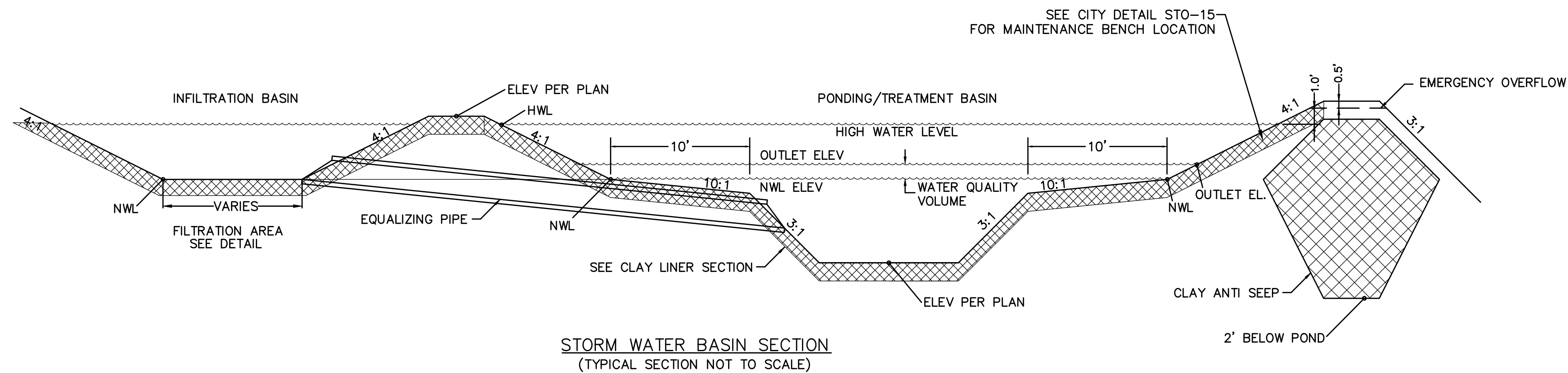
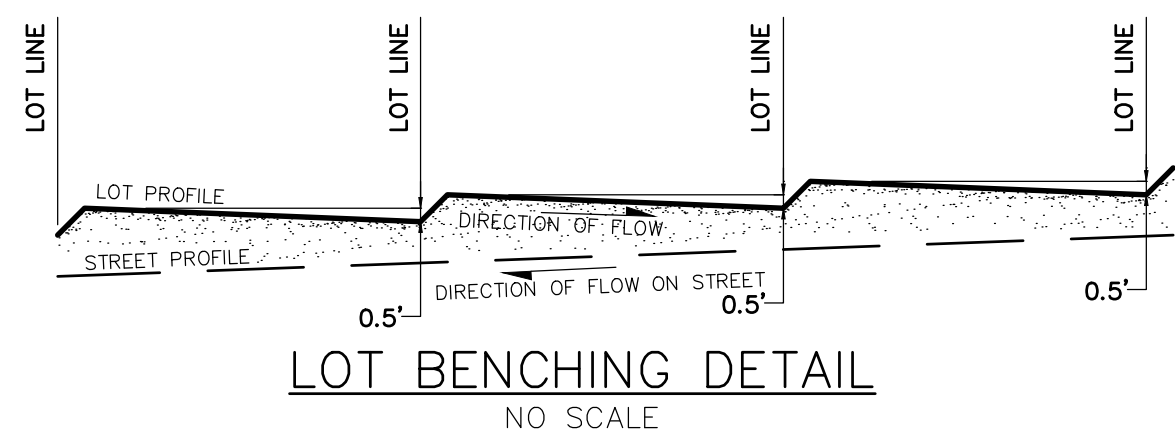
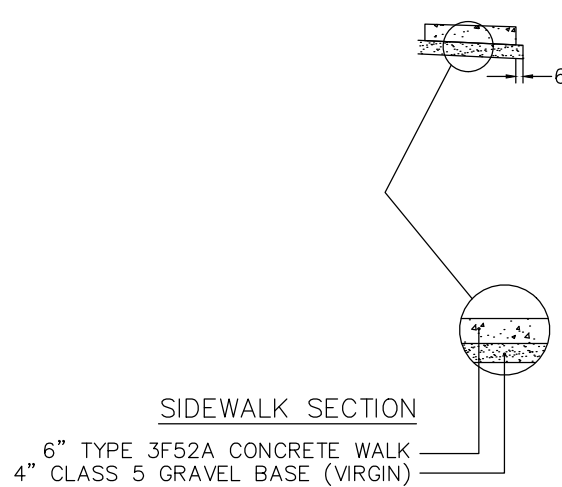
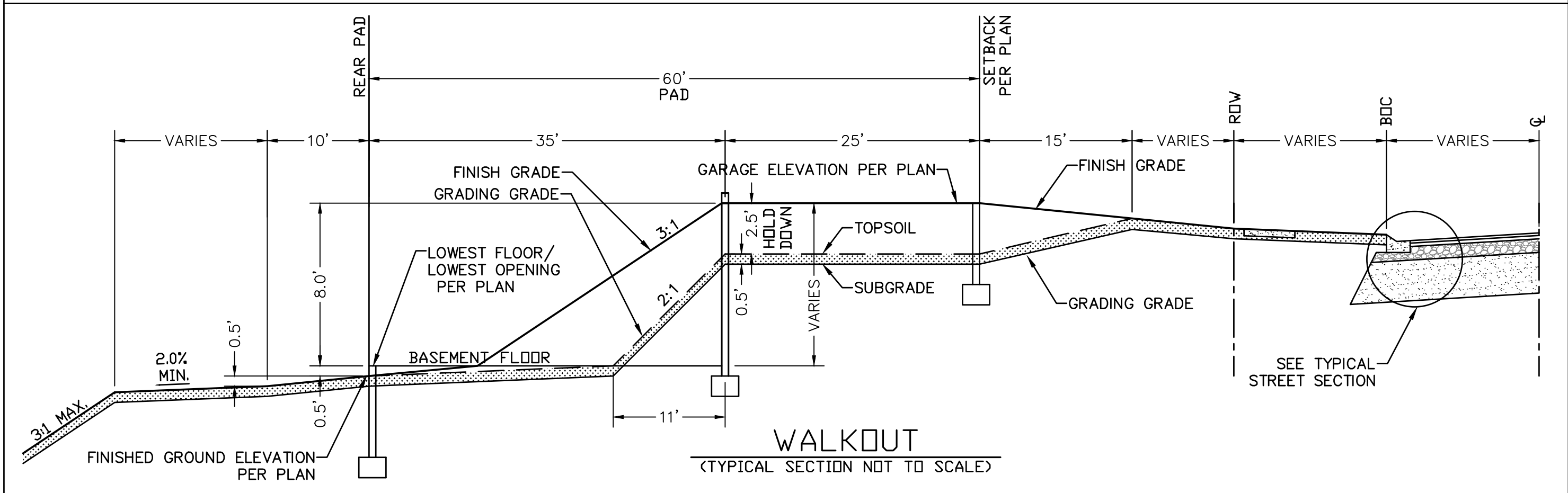
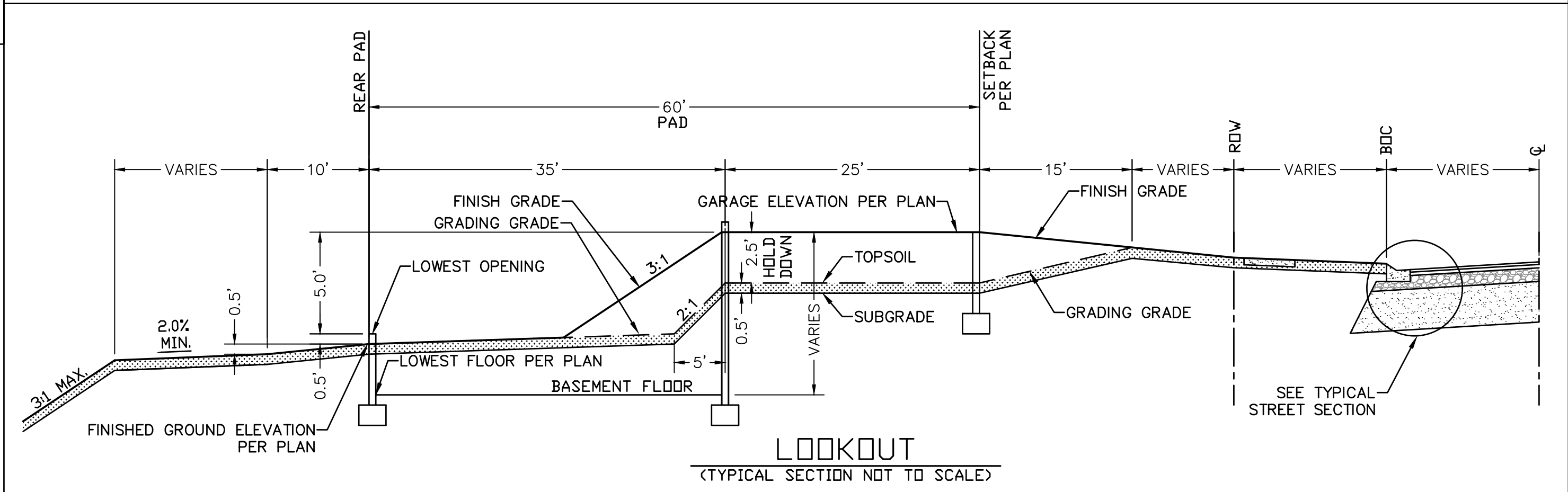
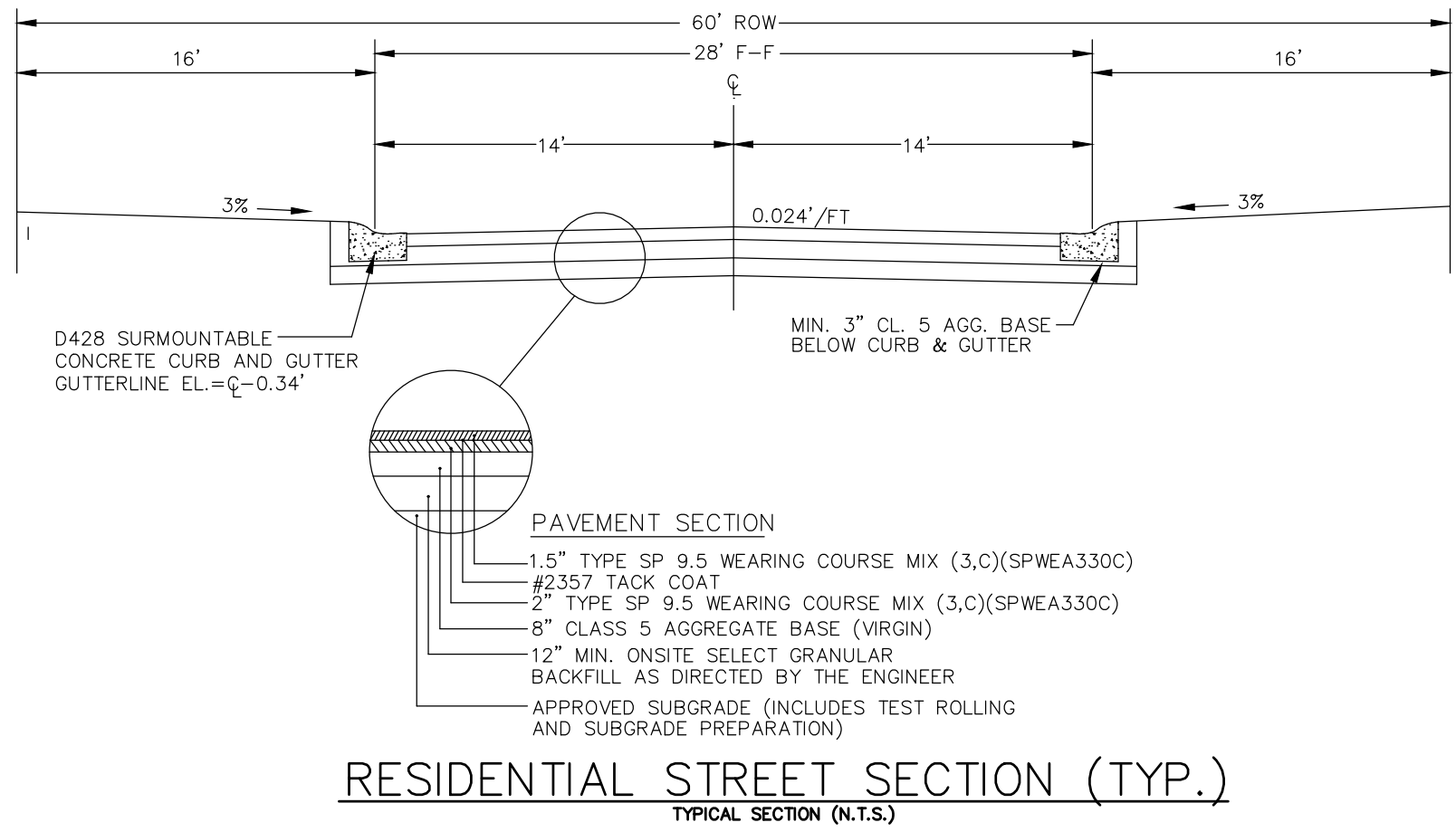
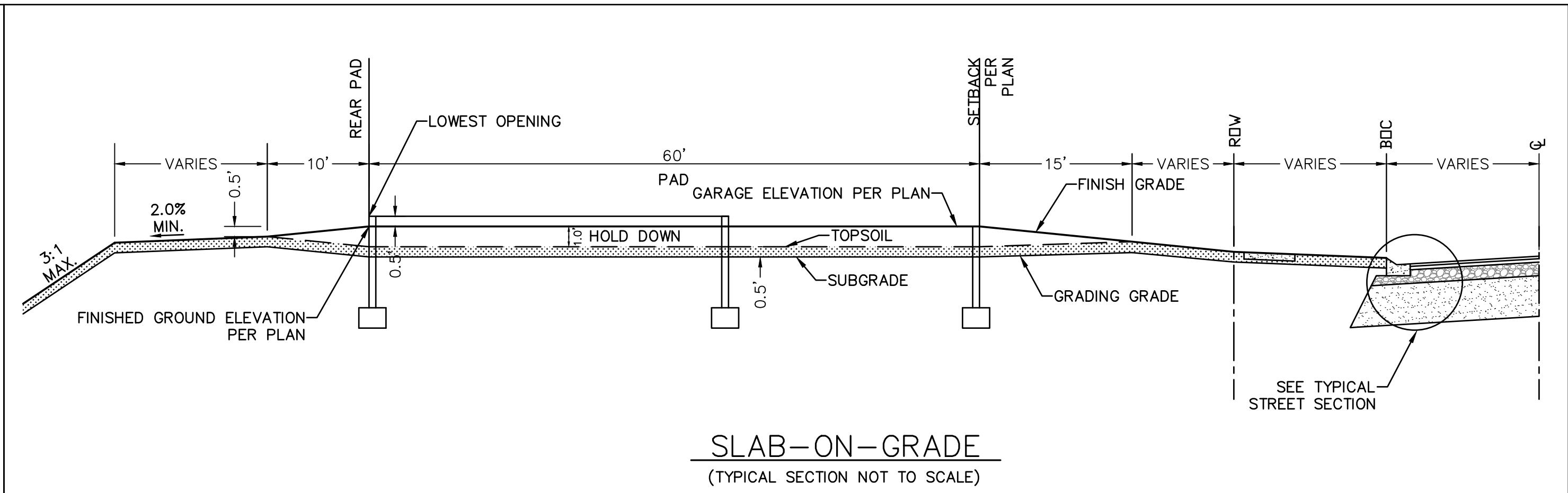
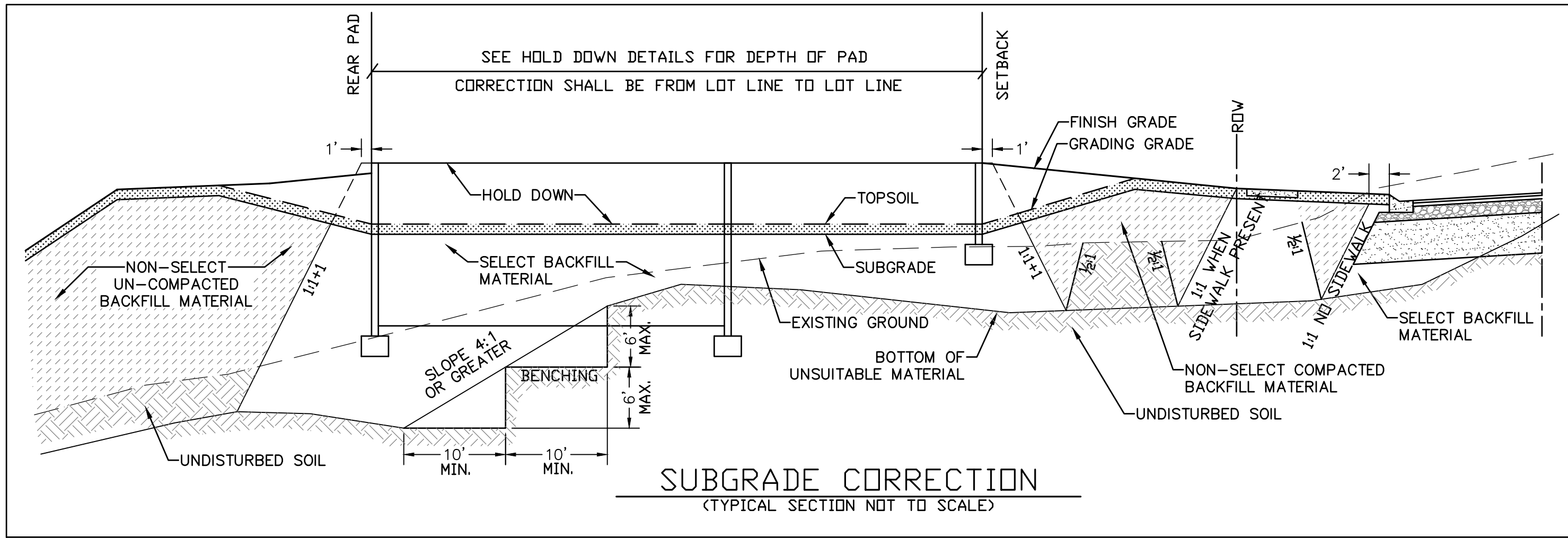
Date: 07-10-2026
Designed: NAP
Drawn: SHA

SEEDING PLAN (GRADING)

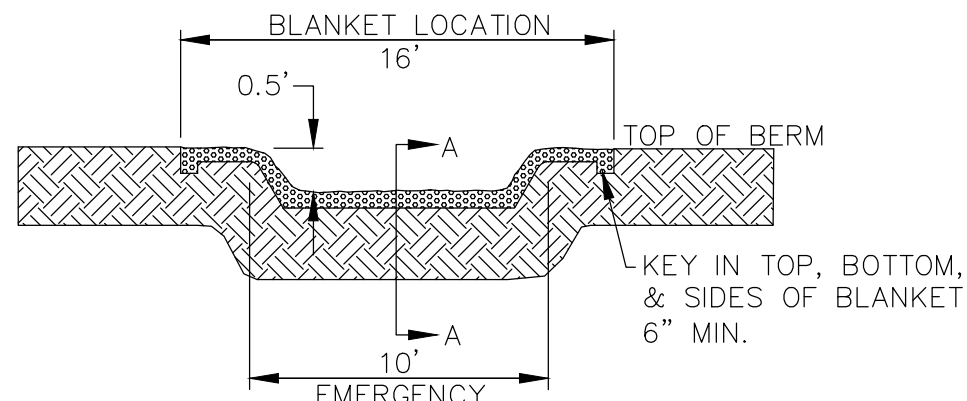
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16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

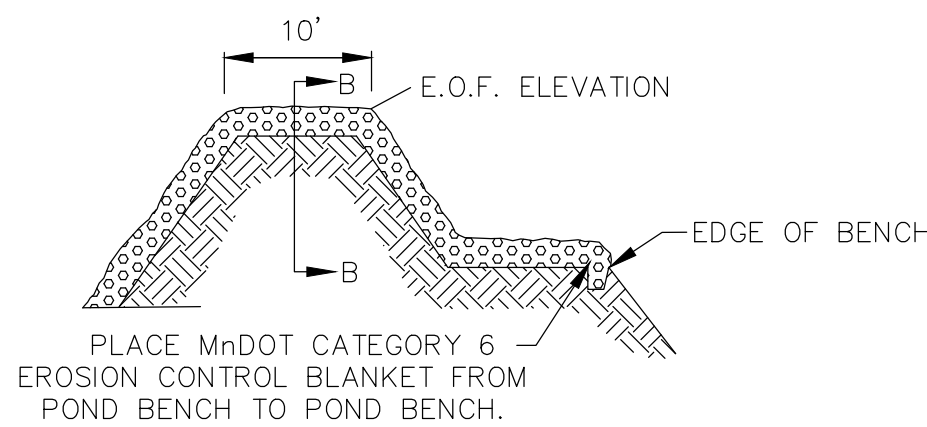
G3 OF G5



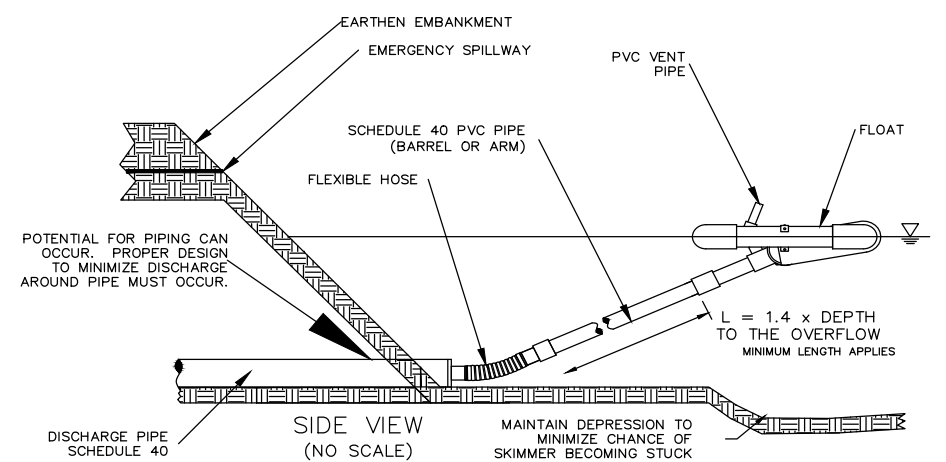
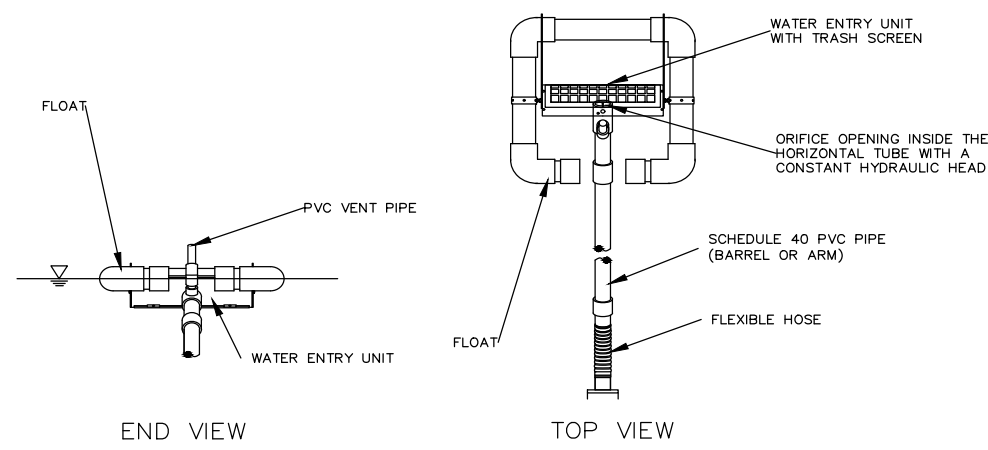
BENCH MARK
TOP NUT HYDRANT LOCATED IN NORTHEAST QUADRANT OF LINCOLN AVENUE & 18TH AVENUE E. INTERSECTION EL.=807.57 NAVD 88



STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION B-B

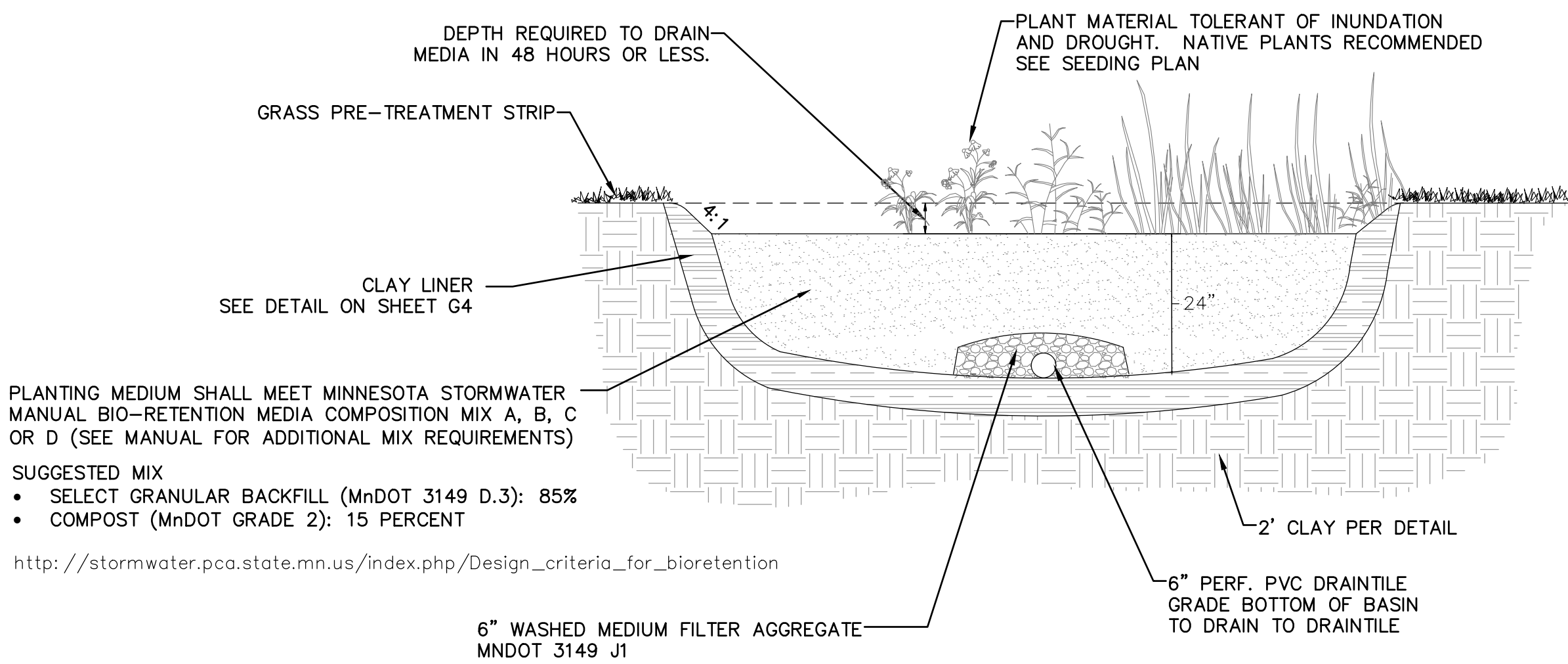


STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION A-A



GENERAL NOTES:
1. PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
3. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
4. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
5. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
6. INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE; REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.

FAIRCLOTH SKIMMER® DISCHARGE SYSTEM
OR APPROVED EQUAL



PLANTING MEDIUM SHALL MEET MINNESOTA STORMWATER MANUAL BIO-RETENTION MEDIA COMPOSITION MIX A, B, C OR D (SEE MANUAL FOR ADDITIONAL MIX REQUIREMENTS)

- SUGGESTED MIX
- SELECT GRANULAR BACKFILL (MnDOT 3149 D.3): 85%
 - COMPOST (MnDOT GRADE 2): 15 PERCENT

http://stormwater.pca.state.mn.us/index.php/Design_criteria_for_bioretention

6" WASHED MEDIUM FILTER AGGREGATE
MNDOT 3149 J1

FILTRATION BASIN CROSS SECTION
(TYPICAL SECTION NOT TO SCALE)

(N)FILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMPS MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF RETENTION DEVICE.
5. ROUGH GRADE THE SITE. DO NOT USE FOLTRATION AREA AS TEMPORARY SEDIMENT BASINS.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND MULCH RETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.

BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57 NAVD 88

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

TO COMPLY WITH THE GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY

THE FULL STORMWATER MANAGEMENT PLAN IS A SEPARATE DOCUMENT AVAILABLE UPON REQUEST

CONSTRUCTION ACTIVITY INFORMATION

PROJECT NAME: GENEVA MEADOWS SECOND ADDITION
PROJECT LOCATION:
SUMMIT AVENUE & LINCOLN AVENUE
COTTAGE GROVE, MINNESOTA 55016
WASHINGTON COUNTY
LATITUDE/LONGITUDE: 44.823792, -92.982875

TOTAL PROJECT AREA DISTURBED: 9.11 ACRES
TOTAL EXISTING IMPERVIOUS AREA: 0.10 ACRES
TOTAL PROPOSED IMPERVIOUS AREA: 2.64 ACRES

RECEIVING WATERS:
MISSISSIPPI RIVER

DATES OF CONSTRUCTION:
CONSTRUCTION START DATE: MAY 15, 2026 EST. COMPLETION DATE: APRIL 31, 2031

CONTACT INFORMATION

PROJECT OWNER
LENNAR HOMES
STEVE TROSKEY – LAND ENTITLEMENT MANAGER
16355 36TH AVE. N, SUITE #100
Plymouth, MN 55446
PHONE 612-590-0531
EMAIL: STEVE.TROSKEY@LENNAR.COM

CONTRACTOR:
TBD
FIRST LASTNAME – TITLE
XXX HIGHWAY
City, State Zip
PHONE XXX-XXX-XXXX
EMAIL: XXX@XXXXXXXXXX.COM

GENERAL CONSTRUCTION PROJECT INFORMATION

THE CONSTRUCTION OF NEW STREET AND 22 LOTS FOR RESIDENTIAL DEVELOPMENT. THIS CONSTRUCTION WILL COMPLETE GRADING, INSTALLATION OF SANITARY SEWER, WATERMAIN, STORM SEWER, CONCRETE CURB AND GUTTER, BITUMINOUS SURFACING, CONCRETE SIDEWALK, STREET LIGHTING, LANDSCAPING, EROSION CONTROL, AND TURF ESTABLISHMENT.

BASED ON THE SOIL BORINGS THAT WERE RETRIEVED FROM THE SITE, SOILS ENCOUNTERED ON SITE ARE SILTY SAND, POORLY GRADED SAND, POORLY GRADED SAND WITH SILT, CLAYEY SAND, SILT, SANDY LEAN CLAY, & LIMESTONE.

GENERAL SITE INFORMATION (III.A)

- THE PROJECT IS REQUIRED TO MEET THE CONSTRUCTION STORMWATER REQUIREMENTS FOR THE NPDES GENERAL STORMWATER PERMIT AND MNDOT SPEC. 1717, 2573, AND 2575.
- THE CONTRACTOR SHALL INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH MNDOT GENERAL CONDITIONS 2573 TO BE INSPECTED BY THE CITY PRIOR TO STARTING ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.
- LOCATIONS, TYPE AND QUANTITY OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES CAN BE FOUND WITHIN THE CONSTRUCTION PLANS.
- THE PROJECT IS LOCATED WITHIN 1 MILE AND FLOWS TO AN IMPAIRED WATER BODY. THEREFORE, THE PROJECT WILL NEED TO STABILIZE ALL EXPOSED SOILS NO LATER THAN 7 DAYS. DITCHES OR RAVINES THROUGHOUT THE PROJECT THAT ARE DISTURBED SHALL BE STABILIZED WITHIN 24 HOURS.
- THE PROJECT IS LOCATED WITH 1 MILE AND FLOWS TO AN IMPAIRED WATER BODY. THEREFORE, TEMPORARY SEDIMENT BASINS ARE NEEDED FOR DRAINAGE AREAS OF 5 ACRES OR MORE FLOWING TO A COMMON LOCATION.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL BMP’S AS NECESSARY TO PREVENT SEDIMENT TRANSPORT PER PERMIT REQUIREMENTS
- INLET PROTECTION, SILT FENCE AND BIOROLLS SHALL BE INSTALLED IN THE FIELD AS SHOWN ON THE PLANS AS DIRECTED BY THE ENGINEER.
- PERMIT COVERAGE FOR THIS PROJECT CANNOT BE ISSUED UNTIL ALL OF THE REQUIREMENTS OF SECTION 22 OF THE GENERAL STORMWATER PERMIT WITH REGARDS TO WETLAND PERMITTING, DECISIONS, AND MITIGATIVE SEQUENCING HAVE BEEN FINALIZED AND DOCUMENTED.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

- INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
- INSTALLATION OF SILT FENCE AROUND SITE
- INSTALL DOUBLE SILT FENCE AROUND WETLAND AREAS
- INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS.
- CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN/POND INSTALL.
- CONSTRUCT TEMP PONDS – CAN USE PROPOSED BASINS AS TEMP PONDS – SEE BASIN DETAIL IS USING FILTRATION/INFILTRATION BASINS
- CLEAR AND GRUB REMAINDER OF SITE
- STRIP AND STOCKPILE TOPSOIL
- ROUGH GRADING OF SITE
- STABILIZE DENUDED AREAS AND STOCKPILES
- INSTALL SANITARY SEWER, WATER MAIN, STORM SEWER AND SERVICES
- INSTALL SILT FENCE/INLET PROTECTION AROUND CB’S
- INSTALL STREET SECTION
- INSTALL CURB AND GUTTER
- BITUMINOUS ON STREETS
- INSTALL SMALL UTILITIES (GAS, ELECTRIC, PHONE, CABLE, ETC.)
- FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
- REMOVE ACCUMULATED SEDIMENT FROM BASIN/POND
- FINAL GRAD POND/INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
- WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOD/LANDSCAPING, REMOVE SILT FENCE AND RESEED AREAS DISTURBED BY THE REMOVAL.

ENVIRONMENTALLY SENSITIVE AREAS:

WETLANDS – THERE ARE NO IMPACTS TO WETLANDS PER SECTION 22 OF THE PERMIT. THERE ARE NO WETLANDS ON THE SITE.

SPECIAL AND IMPAIRED WATERS – MISSISSIPPI RIVER IMPAIRMENT(S): ALUMINUM; FECAL COLIFORM; MERCURY IN FISH TISSUE; MERCURY IN WATER COLUMN; NUTRIENTS; PCB’S IN FISH TISSUE; PERFLUOROCTANE SULFONATE (PFOS); PERFLUOROCTANE SULFONATE (PFOS) IN FISH TISSUE; TOTAL SUSPENDED SOLIDS (TSS).

TMDL – THERE ARE NO ESTABLISHED TMDL PLANS.

SCIENTIFIC OR NATURAL AREAS – THERE ARE NO SNA WITHIN 1 MILE OF THE PROJECT.

KARST AREA – THE PROJECT IS NOT LOCATED WITHIN A KARST AREA. MINNESOTA DNR KARST FEATURE MAP (KARST FEATURE INVENTORY) LOCATED ONE KARST LOCATION WITHIN 1 MILE OF THE SITE. THIS FEATURE (82D12) IS OVER 1300’ AWAY AND IS NOT RECEIVING WATER FROM THIS SITE. SEE KARST MAP IN THE STORM WATER MANAGEMENT PLAN.

CALCAREOUS FENS – THE PROJECT DOES NOT DISCHARGE TO A FEN.



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Mendota Heights, MN 55120
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Brian N. Molinaro
Reg. No. 47504 Date 02-20-2026

Revisions
1. 03-30-2026 CITY COMMENTS
2. 04-07-2026 MOVE BASINS
2. 06-02-2026 CITY COMMENTS

Date 02-20-2026
Designed NAP
Drawn MBG

STORMWATER POLLUTION PREVENTION PLAN

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

S1 OF S5

TRAINING (21.1)

THE CONTRACTOR SHALL ENSURE THAT THE TRAINING REQUIREMENTS IN PART 21.1 OF THE GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY ARE COMPLIED WITH. THE INDIVIDUALS TRAINED WILL BE RECORDED IN THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. PROVIDE INFORMATION IN THE SPACE PROVIDED BELOW FOR ADDITIONAL PERSONNEL ON THE PROJECT AS REQUIRED BY THE PERMIT.

SWPPP DESIGNER COMPANY CERTIFICATION

SEE SWPPP PREPARED BY LENNAR

SWPPP INSTALLER

SEE SWPPP PREPARED BY LENNAR

SWPPP INSPECTOR

SEE SWPPP PREPARED BY LENNAR

PERMANENT STORMWATER MANAGEMENT SYSTEM (15.1)

- THE PROJECT WILL CREATE A NEW CUMULATIVE IMPERVIOUS SURFACE GREATER THAN OR EQUAL TO ONE ACRE. THE PROJECT PROPOSES TO CONSTRUCT A STORMWATER TREATMENT SYSTEM TO COLLECT RUNOFF TO BE DISCHARGED OFFSITE. TREATMENT FOR THE RUNOFF IS TO BE EXECUTED BY THE PROPOSED STORMWATER MANAGEMENT SYSTEM. CALCULATIONS DETAILING THE BASINS ARE AVAILABLE UPON REQUEST.

BMP SELECTION & STORMWATER MANAGEMENT (7.1)

- THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE BMPS IDENTIFIED IN THIS PLAN IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES TO MINIMIZE THE DISCHARGE OF POLLUTANTS IN STORMWATER FROM CONSTRUCTION ACTIVITIES. THESE BMPS SHALL BE INSPECTED BY THE CITY.
- THE CONTRACTOR SHOULD CONSTRUCT TEMPORARY OR PERMANENT WET SEDIMENTATION BASINS IDENTIFIED IN THIS PLAN (WHEN REQUIRED, SEE SECTION 14 AND 15) AS A FIRST STEP IN CONSTRUCTION AND STORMWATER ROUTED TO THESE.
- THE CONTRACTOR MUST PHASE CONSTRUCTION SO TO LIMIT DISTURBED LAND TO AREAS THAT CAN BE EFFECTIVELY INSPECTED AND MAINTAINED. PER SECTION 11 OF THE PERMIT.
- ALL EROSION CONTROL NETTING USED ON THE SITE AS PART OF THE SOIL STABILIZATION TECHNIQUES, ARE ENCOURAGED TO USE PRODUCTS THAT HAVE BEEN SHOWN TO MINIMIZE IMPACTS ON WILDLIFE. THE U.S. FISH & WILDLIFE SERVICE RECOMMENDS USING TYPES OF NETTING PRACTICES THAT ARE CONSIDERED "WILDLIFE FRIENDLY," INCLUDING THOSE THAT USE NATURAL FIBER OR 100 PERCENT BIODEGRADABLE MATERIALS AND THAT USE A LOOSE WEAVE WITH A NON-WELDED, MOVABLE JOINTED NETTING.

EROSION PREVENTION PRACTICES (8.1)

- THE CONTRACTOR SHALL PHASE THE WORK TO LIMIT THE OVERALL DISTURBANCE OF THE PROJECT AT ANY GIVEN TIME. NATURAL VEGETATIVE BUFFERS SHALL BE MAINTAINED BETWEEN THE WORK LIMITS AND ALL SURFACE WATERS OR WETLANDS THROUGHOUT THE COURSE OF CONSTRUCTION.
- THE AREAS NOT TO BE DISTURBED WILL BE DELINEATED THROUGH THE USE OF SILT FENCE, BIOROLLS AND CONSTRUCTION STAKING.
- THE CONTRACTOR SHALL MAINTAIN A NATURAL, VEGETATED BUFFER ADJACENT TO THE WETLANDS WHEREVER POSSIBLE DURING CONSTRUCTION.
- TEMPORARY COVER SHALL BE PROVIDED USING TEMPORARY SEED WITH EROSION CONTROL BLANKET OR HYDROMULCH.
- PERMANENT COVER SHALL BE PROVIDED AS DETAILED ON THE CONSTRUCTION PLANS USING SEED WITH EROSION CONTROL BLANKET OR HYDROMULCH. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT
- THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL EROSION PREVENTION MEASURES NECESSARY FOR CONFORMANCE TO THE NPDES CONSTRUCTION PERMIT THROUGHOUT CONSTRUCTION.
- STABILIZATION TIME FRAMES – INITIATE STABILIZATION IMMEDIATELY WHEN CONSTRUCTION TEMPORARILY OR PERMANENTLY CEASES ON A PORTION OF THE SITE. COMPLETE STABILIZATION WITHIN THE TIME FRAMES LISTED.
 - LAST 200 LINEAL FEET OF DITCH OR SWALE 24 HOURS OF CONNECTION TO SURFACE WATERS
 - REMAINING DITCH OR SWALE 7 DAYS
 - PIPE AND CULVERT OUTLETS 24 HOURS
 - EXPOSED SOIL AND STOCKPILES 7 DAYS

SEDIMENT CONTROL PRACTICES (9.1)

- SILT FENCE AND ALL OTHER DOWN GRADIENT PERIMETER CONTROL DEVICES SHALL BE INSTALLED AND INSPECTED BY THE CITY PRIOR TO ANY LAND DISTURBANCE ACTIVITY.
- EROSION CONTROL BLANKET AND BIOROLLS SHALL BE PLACED WITHIN THE DITCH BOTTOMS WITHIN 24 HOURS AFTER FINE GRADING.
- PRIOR TO STOCKPILING SOIL, SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE NED TO BE INSTALLED. STOCKPILES LOCATED ON SITE SHALL BE SEEDED, MULCHED OR BLANKETED AND HAVE SILT FENCE OR A BMP APPROVED BY THE ENGINEER IN THE FIELD PLACED AROUND THE BASE OF THE STOCKPILE.
- MAINTAIN A 50-FOOT NATURAL BUFFER DOWN GRADIENT OF THE SITE OR REDUNDANT SEDIMENT CONTROLS IF BUFFER IS NOT FEASIBLE, WHEN THE CONSTRUCTION IS WITHIN 50 FEET OF A SURFACE WATER.
- MINIMIZE SOIL COMPACTION BY NOT DISTURBING AREAS OUTSIDE OF THE CONSTRUCTION LIMITS. DELINEATE AREAS NOT TO BE DISTURBED PRIOR TO STARTING GROUND DISTURBING ACTIVITIES. PRESERVE ALL NATURAL BUFFERS SHOWN ON THE PLANS. NO HEAVY CONSTRUCTION EQUIPMENT ALLOWED IN FILTRATION OR INFILTRATION AREAS PER PLANS.
- CONTRACTOR SHALL USE STREET SWEEPING IN ADDITION TO VEHICLE TRACKING BMPS IF THESE BMPS ALONE ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
- ANY SEDIMENT CONTROL PRACTICE USING SOIL IMPLEMENTED BY THE CONTRACTOR SHALL BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 24 HOURS OF INSTALLATION.

DEWATERING AND BASIN DRAINING (10.1)

- DEWATERING IS NOT ANTICIPATED ON THIS PROJECT. HOWEVER, IF DEWATERING IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A PLAN TO THE ENGINEER FOR ACCEPTANCE.
- IF DEWATERING IS NECESSARY, IT MUST NOT CAUSE NUISANCE CONDITIONS IN SURFACE WATERS FROM DEWATERING AND BASIN DRAINING DISCHARGE.
- IF THE DEWATERING OR PUMPING PROCESS IS TURBID OR CONTAINS SEDIMENT LADEN WATER, IT MUST BE TREATED THROUGH THE USE OF A SEDIMENT CONTROL (TRAPS, VEGETATIVE FILTER STRIPS, FLOCCULANTS OR OTHER SEDIMENT REDUCING MEASURES) SUCH THAT DISCHARGE DOES NOT VISIBLY CONTAIN MORE TURBIDITY THAN THE RECEIVING WATER.
- WHEN POSSIBLE, USE WELL VEGETATED (EG. GRASSY OR WOODED) UPLAND AREAS ON THE SITE TO INFILTRATE DEWATERING WATERS BEFORE DISCHARGED OFF SITE.
- DISCHARGE DIRECTLY INTO A SURFACE WATER OR WETLAND IS NOT PERMITTED. RECEIVING WATERS CANNOT BE USED AS PART OF THE TREATMENT AREA.
- ALL CONSTRUCTION DEWATERING SHALL BE DISCHARGED TO AN APPROVED LOCATION FOR TREATMENT PRIOR TO DISCHARGE TO THE RECEIVING WATER. THE DEWATERING PLAN SHALL BE DEVELOPED AND SUBMITTED TO THE ENGINEER FOR REVIEW IN ACCORDANCE WITH MNDOT SPEC. 1717.2E.
- CONDITIONS OF THE SITE MAY REQUIRE A PERMIT TO BE OBTAINED FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR WATER APPROPRIATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS FOR DEWATERING.
- THE DISCHARGE POINT OF DEWATERING WATERS SHOULD BE VISUALLY INSPECTED AND PHOTOGRAPHED AT THE BEGINNING OF OPERATION AND AT LEAST ONCE EVERY 24 HOURS OF OPERATION TO ENSURE EXCESS TURBIDITY IS NOT BEING RELEASED TO THE RECEIVING WATERS.
- IF NUISANCE CONDITIONS RESULT FROM THE DISCHARGE, PERMITTEES MUST CEASE DEWATERING IMMEDIATELY AND CORRECTIVE ACTIONS MUST OCCUR BEFORE DEWATERING IS RESUMED. NUISANCE CONDITIONS INCLUDES, BUT IS NOT LIMITED TO, A SEDIMENT PLUME IN THE DISCHARGE OR THE DISCHARGE APPEARS CLOUDY, OR OPAQUE, OR HAS A VISIBLE CONTRAST, OR HAS A VISIBLE OIL FILM, OR HAS AQUATIC HABITAT DEGRADATION THAT CAN BE IDENTIFIED BY AN OBSERVER.

INSPECTIONS AND MAINTENANCE (11.1)

- THE CONTRACTOR SHALL IDENTIFY A CERTIFIED EROSION AND SEDIMENT CONTROL SUPERVISOR TO CONDUCT INSPECTIONS FOR THE PROJECT.
- THE CONSTRUCTION SITE SHALL BE OBSERVED AT LEAST ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS AND 7 DAYS AFTER THAT. PER SECTION 11.11 THE INSPECTION CAN BE ADJUSTED AS FOLLOWS:
 - AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE A MONTH
 - SITES WITH PERMANENT COVER AND NO CONSTRUCTION ACTIVITY CAN BE REDUCED TO ONCE A MONTH
 - WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTION MAY BE SUSPENDED AND RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING
- WHEN SEDIMENT IS OBSERVED UP TO APPROXIMATELY ONE–THIRD OF THE HEIGHT OF SILT FENCE, SEDIMENT SHALL BE REMOVED. SILT FENCE WILL BE REPLACED, OR SUPPLEMENTED IF IT BECOMES NON-FUNCTIONAL.
- THE CITY OF COTTAGE GROVE IS RESPONSIBLE TO MAINTAIN PERMANENT BMP’S.
- DURING EACH INSPECTION THE FOLLOWING SHALL BE OBSERVED:
 - ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP’S AND POLLUTION PREVENTION MEASURES.
 - SURFACE WATERS – INCLUDING DITCHES AND CONVEYANCE SYSTEMS NEED TO BE OBSERVED FOR EROSION AND SEDIMENT.
 - CONSTRUCTION SITE VEHICLE EXIT LOCATIONS FOR EVIDENCE OF TRACKING ONTO PAVED SURFACES.
 - INSPECT SURROUNDING PROPERTIES FOR EVIDENCE OF OFF SITE SEDIMENT ACCUMULATION.
 - INFILTRATION AREAS FOR SIGNS OF SEDIMENT DEPOSITION AND COMPACTION (TO ENSURE THAT EQUIPMENT IS NOT BEING DRIVEN ACROSS THE AREA).
- RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES IN WRITING WITHIN 24 HOURS. SUBMIT INSPECTION REPORTS IN A FORMAT THAT IS ACCEPTABLE TO THE PROJECT ENGINEER. INCLUDE THE FOLLOWING IN THE RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY:
 - DATE AND TIME OF INSPECTIONS
 - NAME OF PERSONS CONDUCTING INSPECTIONS
 - FINDINGS OF INSPECTIONS WITH PHOTOGRAPHS AND RECOMMENDATIONS FOR CORRECTIVE ACTIONS
 - CORRECTIVE ACTIONS TAKEN, INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES
 - DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCH IN 24 HOURS
 - DOCUMENT AND DISCHARGES, DEWATERING OPERATIONS AND NUISANCE CONDITIONS WITH PHOTOGRAPHS.
 - DOCUMENTS AND CHANGES MADE TO THE SWPPP
- REPLACE, REPAIR OR SUPPLEMENT ALL NONFUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY UNLESS LISTED DIFFERENTLY BELOW:
 - REPAIR, REPLACE, OR SUPPLEMENT PERIMETER CONTROL DEVICES WHEN IT BECOMES NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT OF THE DEVICE. COMPLETE REPAIRS BY THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY.
 - REPAIR OR REPLACE INLET PROTECTION DEVICES WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT AND/OR DEPTH OF THE DEVICE.
 - DRAIN AND REMOVE SEDIMENT FROM TEMPORARY AND PERMANENT SEDIMENT BASINS ONCE THE SEDIMENT HAS REACHED 1/2 THE STORAGE VOLUME. COMPLETE WORK WITHIN 72 HOURS OF DISCOVERY
 - REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS. RESTABILIZE ANY AREAS THAT ARE DISTURBED BY SEDIMENT REMOVAL OPERATIONS. SEDIMENT REMOVAL AND STABILIZATION MUST BE COMPLETED WITHIN 7 DAYS OF DISCOVERY. PREPARE AND SUBMIT A SITE MANAGEMENT PLAN FOR WORKING IN SURFACE WATERS. CONTACT ALL APPROPRIATE AUTHORITIES PRIOR TO WORKING IN SURFACE WATERS.
 - REMOVE TRACKED SEDIMENT FROM PAVED SURFACES BOTH ON AND OFF SITE WITHIN 24 HOURS OF DISCOVERY. STREET SWEEPING MAY HAVE TO OCCUR MORE OFTEN TO MINIMIZE OFF SITE IMPACTS. LIGHTLY WET THE PAVEMENT PRIOR TO SWEEPING.
 - MAINTAIN ALL BMPS UNTIL WORK HAS BEEN COMPLETED, SITE HAS GONE UNDER FINAL STABILIZATION, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA.

POLLUTION PREVENTION MANAGEMENT MEASURES (12.1)

- ALL WORK NECESSARY TO PROVIDE PROPER POLLUTION PREVENTION MEASURES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, AND OTHER WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
 - CONSTRUCTION MATERIALS NEED TO BE COVERED TO MINIMIZE STORMWATER INTERACTION UNLESS MATERIAL IS NOT A POTENTIAL SOURCE OF STORMWATER CONTAMINATION.
 - OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGES. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
 - EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES IS NOT ALLOWED ON SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.
 - ALL LIQUID AND SOLID WASTE GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK–PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW WASHOUT LIQUIDS TO ENTER THE GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTE MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.

5. ANY SPILLS OF HAZARDOUS MATERIALS AND/OR A MINIMUM OF 5--GALLONS PETROLEUM SHALL BE IMMEDIATELY REPORTED TO THE MPCA (STATE DUTY OFFICER: 1.800.422.0798 OR 651.297.8610). ANY SPILLS ABOVE THE REPORTABLE QUANTITIES LIMITS IN THE CODE OF FEDERAL REGULATIONS (CFR) TITLE 40, PART 302 SHALL BE REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1.800.424.8802). IN ORDER TO REDUCE THE RISK OF HAZARDOUS MATERIALS COMING INTO CONTACT WITH STORM WATER, THE FOLLOWING PRACTICES WILL BE FOLLOWED: A) AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCTS REQUIRED TO DO THE WORK, B) ALL MATERIALS STORED ON SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND IF POSSIBLE, UNDER COVER, C) PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL UNLESS THE ORIGINAL CONTAINER CANNOT BE RESEALED, IN WHICH CASE THE ORIGINAL LABEL AND MATERIALS SAFETY DATA SHALL BE RETAINED, D) SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER, E) WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED BEFORE DISPOSING OF THE CONTAINER, F) THE MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED, AND G) THE OPERATOR WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON SITE. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.
6. ALL SANITARY WASTE WILL BE COLLECTED BY TEMPORARY SANITARY FACILITIES PROVIDED AT THE SITE BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION PROJECT. ALL CONSTRUCTION PERSONNEL SHALL UTILIZE TEMPORARY SANITARY FACILITIES, WHICH SHALL BE REGULARLY SERVICE BY A COMMERCIAL OPERATOR. TEMPORARY SANITARY FACILITIES SHALL BE PLACED IN A LOCATION WHERE ACCIDENTAL SPILLAGE OF THE FACILITY SHALL NOT DISCHARGE TO THE STORM SEWER SYSTEM.

TEMPORARY SEDIMENTATION BASINS (14.2)

1. TEMPORARY SEDIMENTATION BASINS ARE REQUIRED WHERE 10 OR MORE ACRES DRAIN TO A COMMON LOCATION TO PROVIDE TREATMENT OF THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS. WHEN A CONSTRUCTION SITE DISCHARGES TO AN IMPAIRED WATER BODY, TEMPORARY SEDIMENTATION BASINS ARE REQUIRED WHERE 5 OR MORE ACRES DRAIN TO A COMMON LOCATION. TEMPORARY SEDIMENTATION BASINS CAN BE CONVERTED TO PERMANENT BASINS AFTER CONSTRUCTION IS COMPLETE.
2. THE TEMPORARY BASIN MUST PROVIDE LIVE STORAGE FOR A CALCULATED VOLUME OF RUNOFF FROM A TWO (2)--YEAR, 24--HOUR STORM FROM EACH ACRE DRAINED TO THE BASIN OR 1,800 CUBIC FEET OF LIVE STORAGE PER ACRE DRAINED, WHICHEVER IS GREATER. WHERE PERMITTEES HAVE NOT CALCULATED THE TWO (2)--YEAR, 24--HOUR STORM RUNOFF AMOUNT, THE TEMPORARY BASIN MUST PROVIDE 3,600 CUBIC FEET OF LIVE STORAGE PER ACRE OF THE BASINS DRAINAGE AREA.
3. PERMITTEES MUST DESIGN THE OUTLET STRUCTURE TO WITHDRAW WATER FROM THE SURFACE TO MINIMIZE THE DISCHARGE OF POLLUTANTS. PERMITTEES MAY TEMPORARILY SUSPEND THE USE OF A SURFACE WITHDRAWAL MECHANISM DURING FROZEN CONDITIONS. THE BASIN MUST INCLUDE A STABILIZED EMERGENCY OVERFLOW TO PREVENT FAILURE OF POND INTEGRITY. PROVIDE ENERGY DISSIPATION FOR THE BASIN OUTLET WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
4. WHERE A TEMPORARY SEDIMENT BASIN MEETING THE REQUIREMENTS OF THE ABOVE IS INFEASIBLE, PERMITTEES MUST INSTALL EFFECTIVE SEDIMENT CONTROLS SUCH AS SMALLER SEDIMENT BASINS AND/OR SEDIMENT TRAPS, SILT FENCES, VEGETATIVE BUFFER STRIPS OR ANY APPROPRIATE COMBINATION OF MEASURES AS DICTATED BY INDIVIDUAL SITE CONDITIONS. IN DETERMINING WHETHER INSTALLING A SEDIMENT BASIN IS INFEASIBLE, PERMITTEES MUST CONSIDER PUBLIC SAFETY AND MAY CONSIDER FACTORS SUCH AS SITE SOILS, SLOPE, AND AVAILABLE AREA ON--SITE. PERMITTEES MUST DOCUMENT THIS DETERMINATION OF INFEASIBILITY IN THE SWPPP.

FINAL STABILIZATION (4.1)

1. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE CONSTRUCTION PLANS. METHODS TO ACHIEVE FINAL STABILIZATION INCLUDE: SEED WITH MULCH OR EROSION CONTROL BLANKET AND SOD.
2. ALL AREAS SEEDED BY MEANS OF BROADCAST SEEDING SHALL BE HAND RAKED TO INCORPORATE THE SEEDS INTO THE TOPSOIL.
3. EROSION CONTROL BLANKETS SHALL BE PLACED IN THE DITCH BOTTOM WITHIN 24 HOURS AFTER FINE GRADING. BIOROLLS SHALL BE PLACED IN CONJUNCTION WITH THE BLANKET IN THE DITCH BOTTOMS. THE BIOROLLS ARE INTENDED TO SERVE AS PERMANENT DITCH CHECKS.
4. THE PERMITTEE WILL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION SHALL CONSIST OF A UNIFORM PERENNIAL VEGETATIVE COVER OF AT LEAST 70 PERCENT OF THE EXPECTED FINAL VEGETATIVE GROWTH DENSITY OR OTHER PERMANENT COVER HAS BEEN ESTABLISHED OVER THE ENTIRE PERVIOUS SURFACES.
5. PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.

PERMIT TERMINATION CONDITIONS (13.1)

1. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOTICE OF TERMINATION (NOT). VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
2. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE LOT IS SOLD TO THE HOMEOWNER, STRUCTURES ARE FINISHED, AND PERMANENT COVER HAS BEEN ESTABLISHED. FOR LOTS THAT ARE SOLD TO THE HOMEOWNER WHERE PERMANENT COVER HAS NOT BEEN ESTABLISHED, COVERAGE TERMINATES IF TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS PROPERLY INSTALLED, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
3. WHEN SUBMITTING THE NOT PERMITTEES MUST INCLUDE EITHER GROUND OR AERIAL PHOTOGRAPHS SHOWING THE REQUIREMENTS OF 13.2 HAVE BEEN MET. PERMITTEES ARE NOT REQUIRED TO TAKE PHOTOGRAPHS OF EVERY DISTINCT PART OF THE SITE, HOWEVER THE CONDITIONS PORTRAYED MUST BE SUBSTANTIALLY SIMILAR TO THOSE AREAS THAT ARE NOT PHOTOGRAPHED. PHOTOGRAPHS MUST BE CLEAR AND IN FOCUS AND MUST INCLUDE THE DATE THE PHOTO WAS TAKEN.

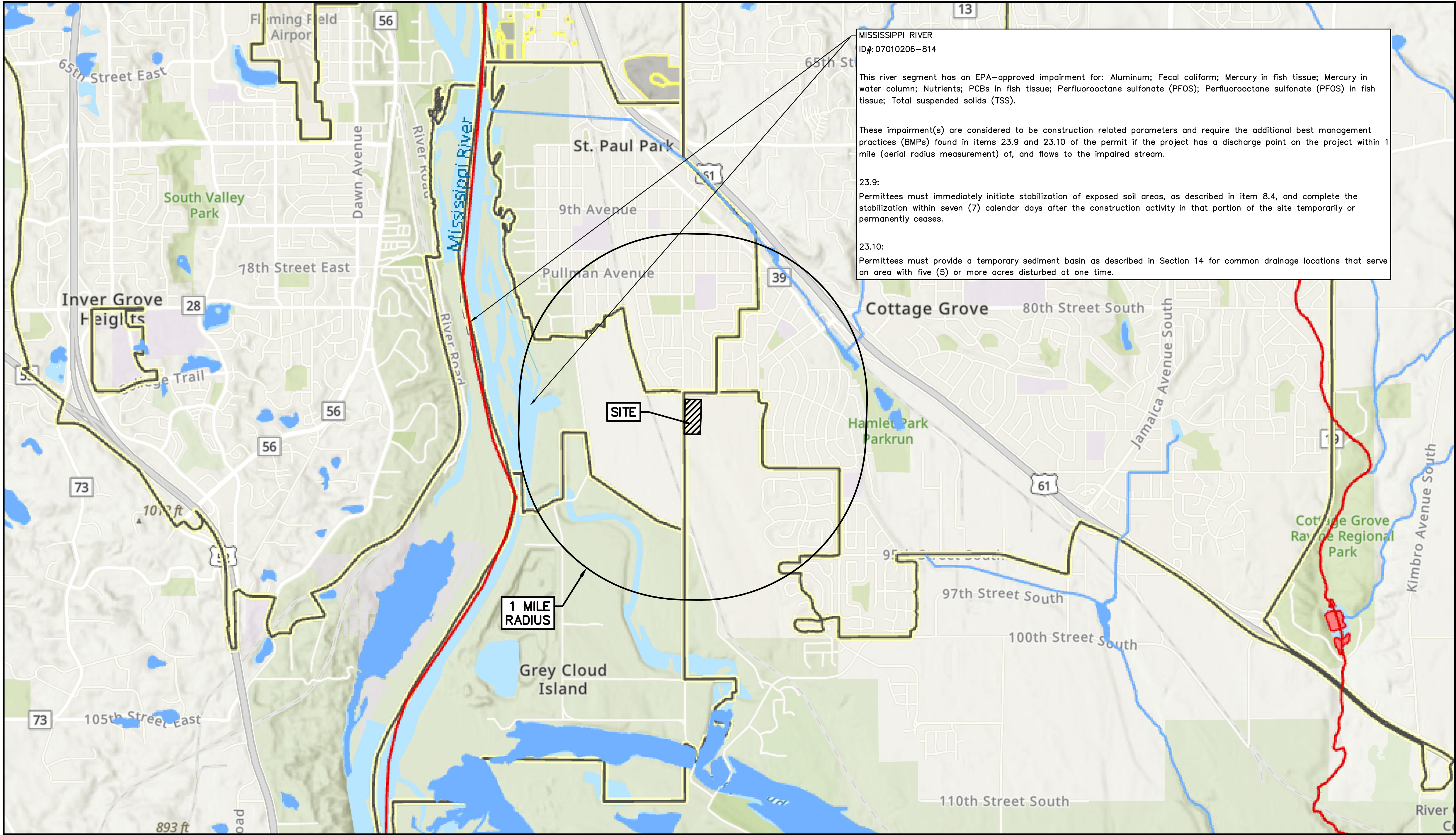
RECORDS RETENTION (5.1&6.1)

1. RECORDS MUST BE KEPT ON SITE IN A PHYSICAL OR ELECTRONIC FORMAT DURING NORMAL WORKING HOURS WITH PERSONNEL WHO HAVE OPERATIONAL CONTROL OVER THE APPLICABLE PORTION OF THE SITE. THESE RECORDS MUST INCLUDE:
- A. COPY OF THE SWPPP AND AMENDMENTS
 - B. TRAINING DOCUMENTATION
 - C. INPSECTION AND MAINTENANCE RECORDS
2. THIS SWPPP WILL BE AMENDED AS NEEDED AND/OR AS REQUIRED BY PROVISIONS OF THE PERMIT. ANY CHANGES TO THE SWPPP SHALL BE NOTED BELOW AND ON THE APPLICABLE PLAN SHEETS. ANY AMENDMENTS TO THE SWPPP MUST BE INCORPORATED WITHIN 7 DAYS TO INCLUDE ADDITIONAL OR MODIFIED BMPS.
3. THE CONTRACTOR WILL RECORD CHANGES TO THE SWPPP AND MAINTAIN DOCUMENTATION OF THESE CHANGES ON SITE AT ALL TIMES. A SUMMARY MAINTENANCE/CONSTRUCTION OBSERVATION REPORT WILL BE RECORDED AFTER EACH SITE INSPECTION/OBSERVATION.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN AND REPAIR THE EROSION AND SEDIMENT CONTROL BMP'S UNTIL FINAL STABILIZATION IS COMPLETE AND A NOTICE OF TERMINATION (NOT) IS SUBMITTED.

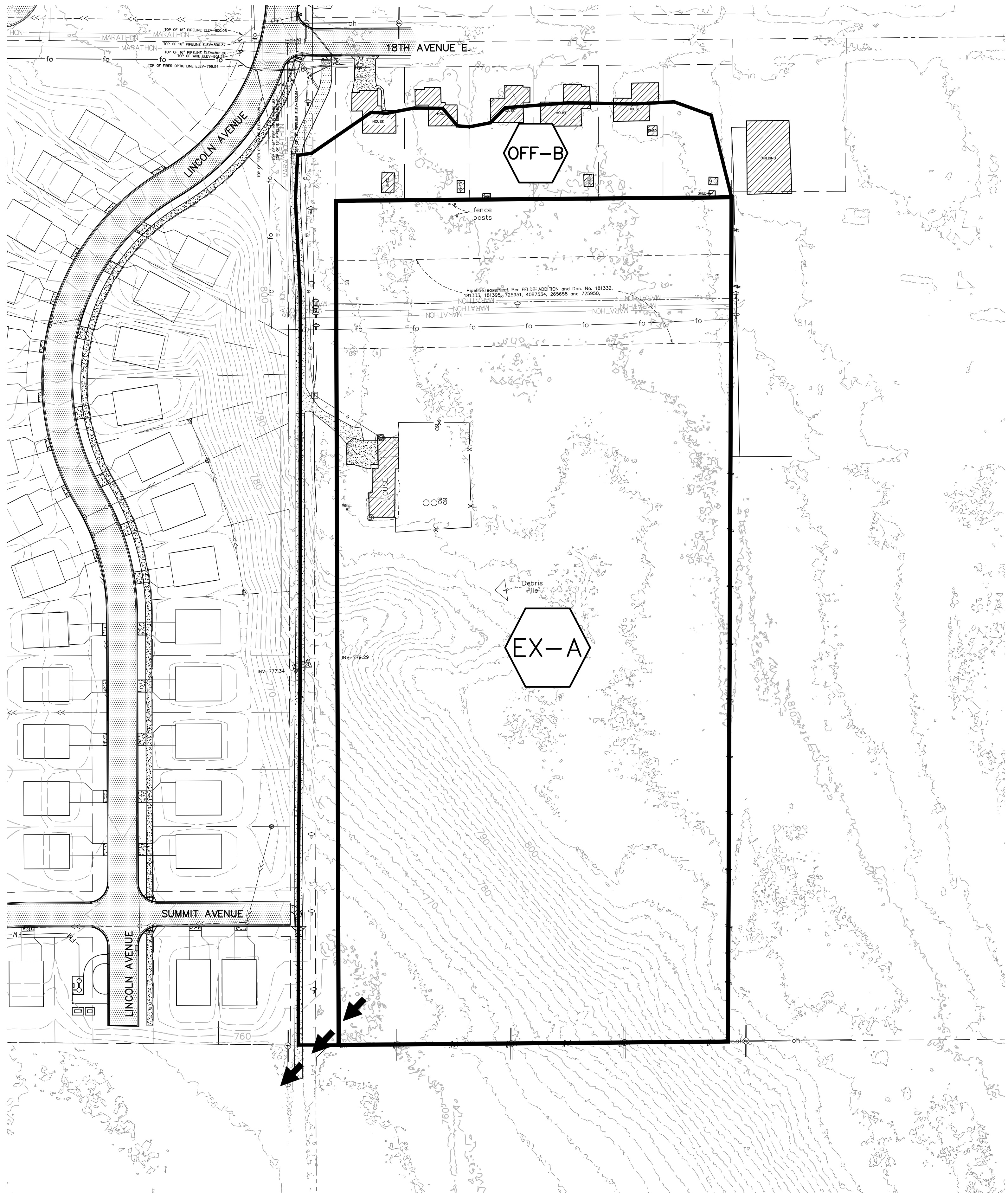
ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
CONSTRUCTION LIMIT STAKING	LF	X
ROCK CONSTRUCTION ENTRANCE	EA	1
ROCK CONSTRUCTION ENTRANCE MAINTENANCE	EA	1
EROSION CONTROL FENCE	LF	XXXX
MAINTENANCE OF PERIMETER EROSION CONTROL	YR	1
BIOROLL DITCH CHECK	EA	XXX
STREET SWEEPING AND VACUUMING	YR	1
STORM DRAIN INLET PROTECTION	EA	XX
TEMPORARY SEED AND MULCH	AC	X.X
PERMANENT SEED AND MULCH	AC	X.X
MAINTAIN SEED AND MULCH	AC	X.X
EROSION CONTROL BLANKET (MNDOT CAT. 20)	SY	XXX
VEHICLE AND EQUIPMENT CLEANING	LS	1
VEHICLE AND EQUIPMENT FUELING	LS	1
VEHICLE AND EQUIPMENT MAINTENANCE	LS	1
SPILL PREVENTION AND CONTROL	LS	1
ROCK BERM EROSION CONTROL	LS	1
RIP RAP ENERGY DISSIPATOR	CY	X.X
INDIVIDUAL LOT HOME CONSTRUCTION EROSION CONTROL	EA	XX

AMENDMENTBYDATE

MPCA's Construction Stormwater Special Waters Search

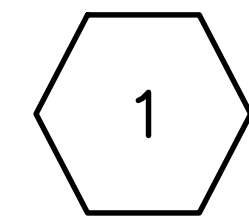


2/2/2026, 8:17:38 AM

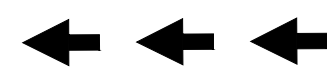


WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with STATE ONE-CALL , AND
Without Written Permission From
MARATHON PIPELINE INC. L.L.C.
CALL BRIAN PHILIPS 419-379-8506
PRIOR TO ANY WORK IN MARATHON EASEMENT

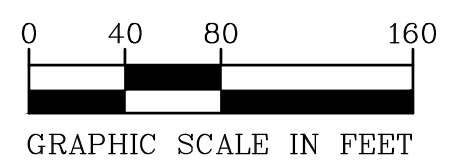
LEGEND



SUBCATCHMENT



FLOW ARROWS



BENCH MARK
TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
LINCOLN AVENUE & 18TH
AVENUE E. INTERSECTION
EL.=807.57

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2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by
me or under my direct supervision and that I
am a duly Licensed Professional Engineer
under the laws of the State of Minnesota

Name Brian N. Molinaro
Reg. No. 47504 Date 02-20-2026

Revisions
1. 03-30-2026 CITY COMMENTS
2. 04-07-2026 MOVE BASINS
2. 06-02-2026 CITY COMMENTS

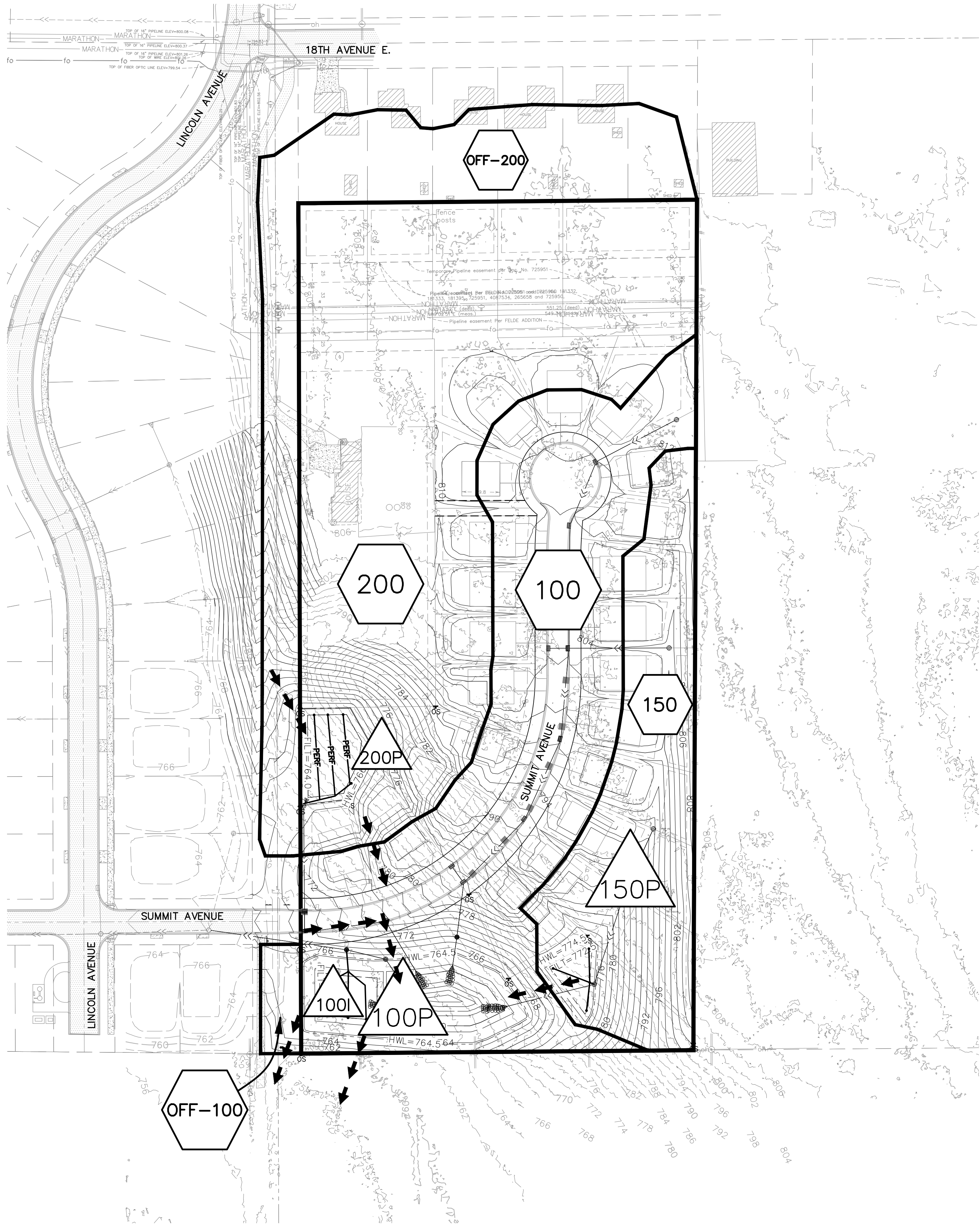
Date 02-20-2026
Designed NAP
Drawn MBG

EXISTING HYDROLOGY MAP

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

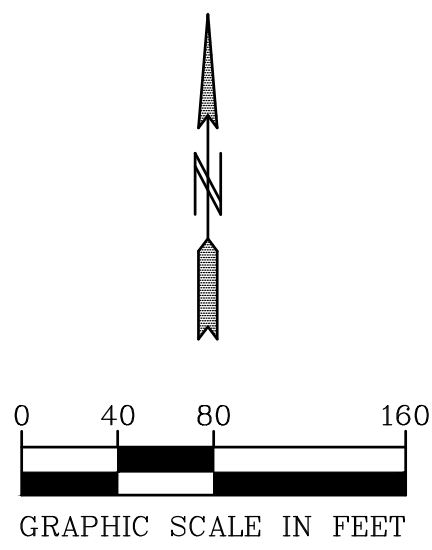
GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

S4 OF S5

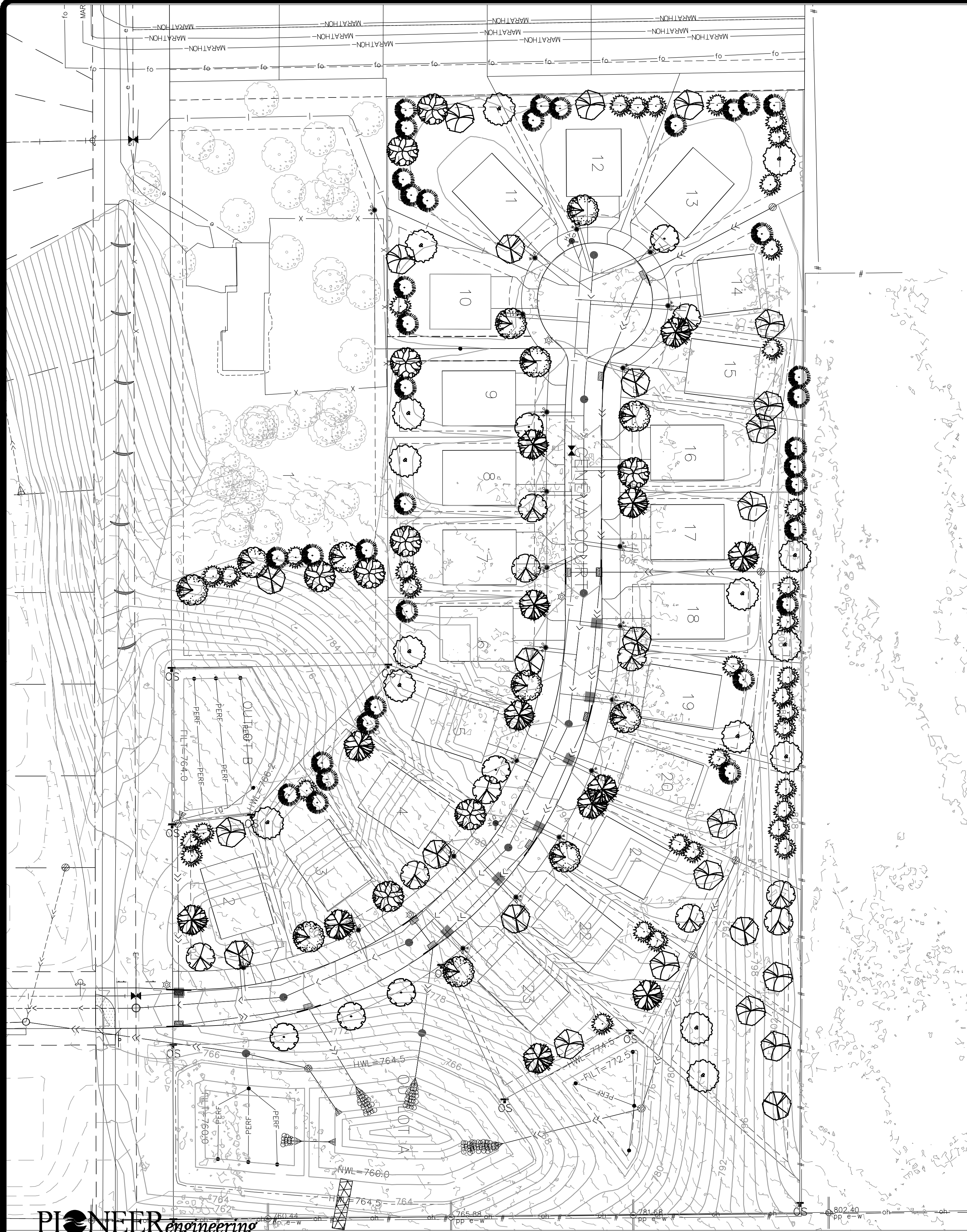


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- LEGEND**
- SUBCATCHMENT
 - POND
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TOP NUT HYDRANT LOCATED IN
NORTHEAST QUADRANT OF
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AVENUE E. INTERSECTION
EL.=807.57



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Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneerceng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name

Jennifer L. Thompson
Jennifer L. Thompson
Reg. No. 44763 Date 8-18-2026

Revisions
1.03-30-2026 CITY COMMENTS
2.04-07-2026 MOVE BASINS
3.04-30-2026 CITY COMMENTS
4.06-02-2026 CITY COMMENTS

8-18-2026 CITY COMMENTS-TREE CALCS
8-28-2026 CITY COMMENTS-TREE CALCS

Date

02-20-2026
Designed JLT
Drawn JLT

LANDSCAPE PLAN

LENNAR HOMES
16305 36TH AVE. NO., SUITE 600
PLYMOUTH, MINNESOTA 55446

GENEVA MEADOWS SECOND ADDITION
COTTAGE GROVE, MINNESOTA

L1 OF 1

PLANT SCHEDULE

KEY	COMMON NAME/Scientific name	ROOT	QUANTITY
OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	9
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	6
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	2.5" B&B	10
	BOULEVARD LINDEN/Tilia americana 'Boulevard'	2.5" B&B	10
	NORTHERN PIN OAK/Quercus ellipsoidalis	2.5" B&B	13
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	12
	RIVER BIRCH/Betula nigra	10-12' B&B	15
	SWAMP WHITE OAK/Quercus bicolor	2.5" B&B	16
EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	37
	WHITE PINE/Pinus strobus	6' B&B	36
TOTAL			170

LANDSCAPE NOTES:

OVERSTORY DECIDUOUS TREES REQUIRED:

LOTS LESS THAN 60' WIDE: 2 TREES/LOT (1 IN FRONT YARD)
LOTS 60' WIDE OR GREATER: 3 TREES/LOT (1 IN FRONT YARD)
CONIFEROUS TREES MAY BE SUBSTITUTED FOR ANY OF THE OVERSTORY DECIDUOUS TREES EXCEPT FOR FRONT YARD TREES.

TOTAL LOTS (ALL OVER 60' WIDE): 23 (INCLUDING EXISTING HOME)

TOTAL REQUIRED TREES (3 TREES/LOT): 69

MITIGATION REQUIRED: 643" (SEE TREE PRESERVATION PLAN)

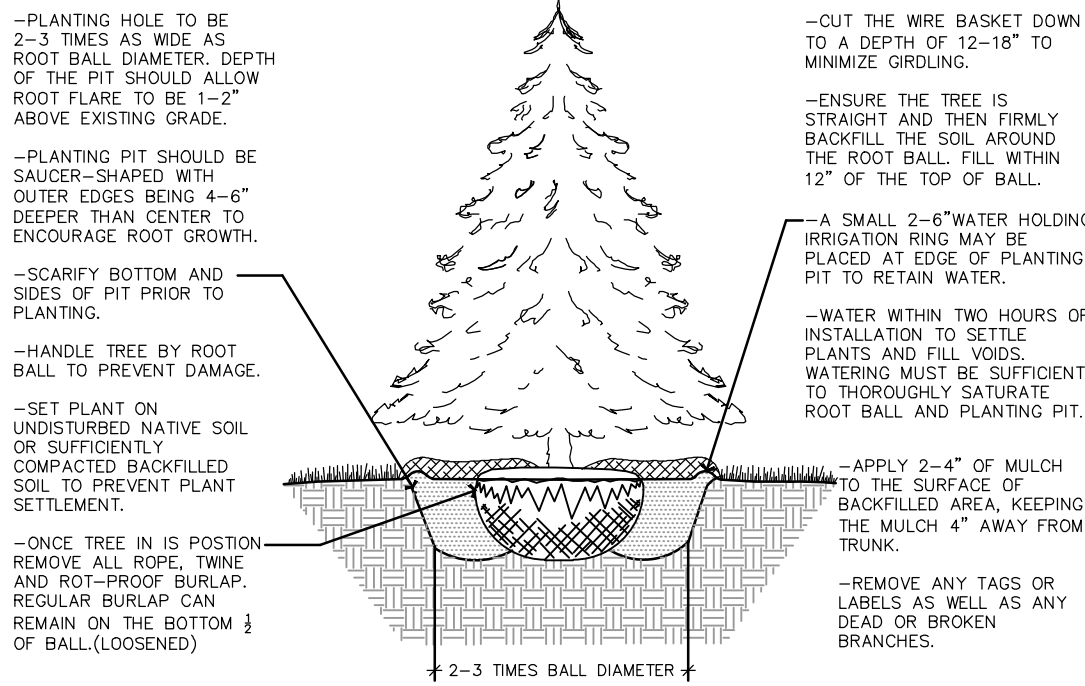
PROPOSED TREES: 164; 373.5"
2.5" OVERSTORY: 91; 227.5"
6' CONIFER (COUNTS AS 2"): 73; 146"

EXISTING TREES TO BE SAVED

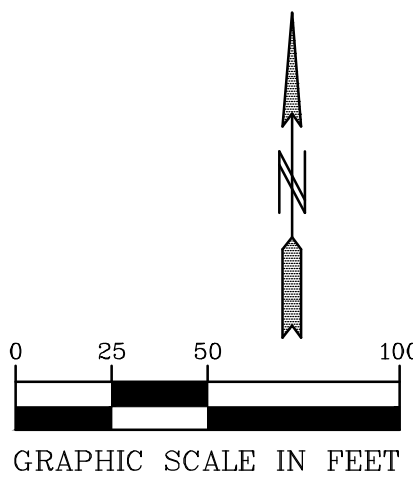
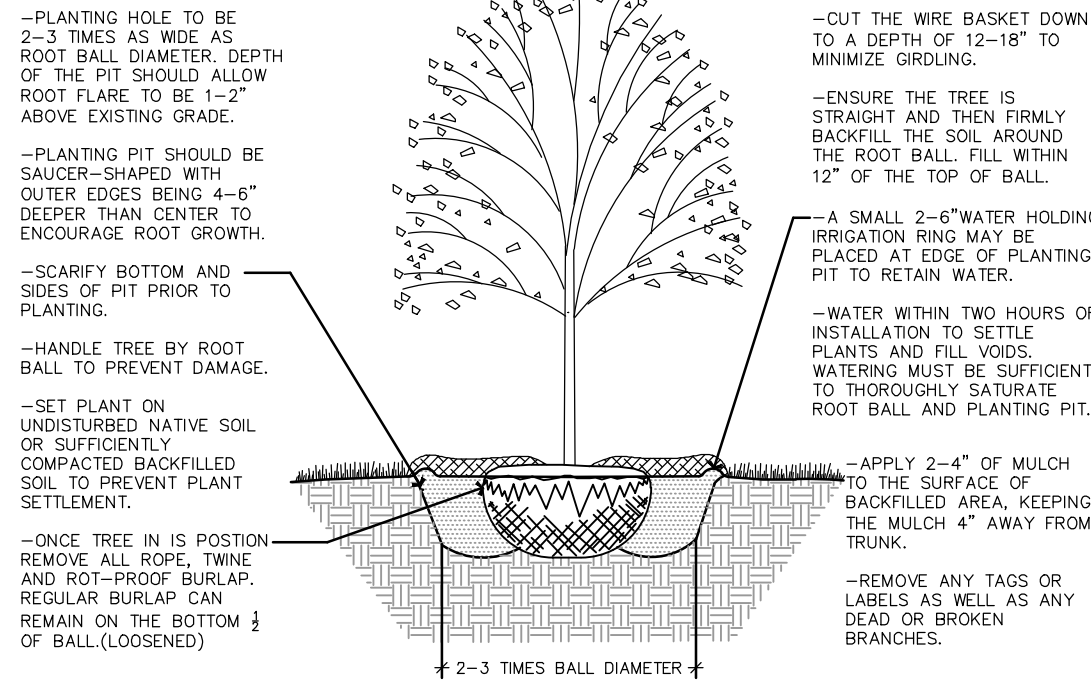
LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE, TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

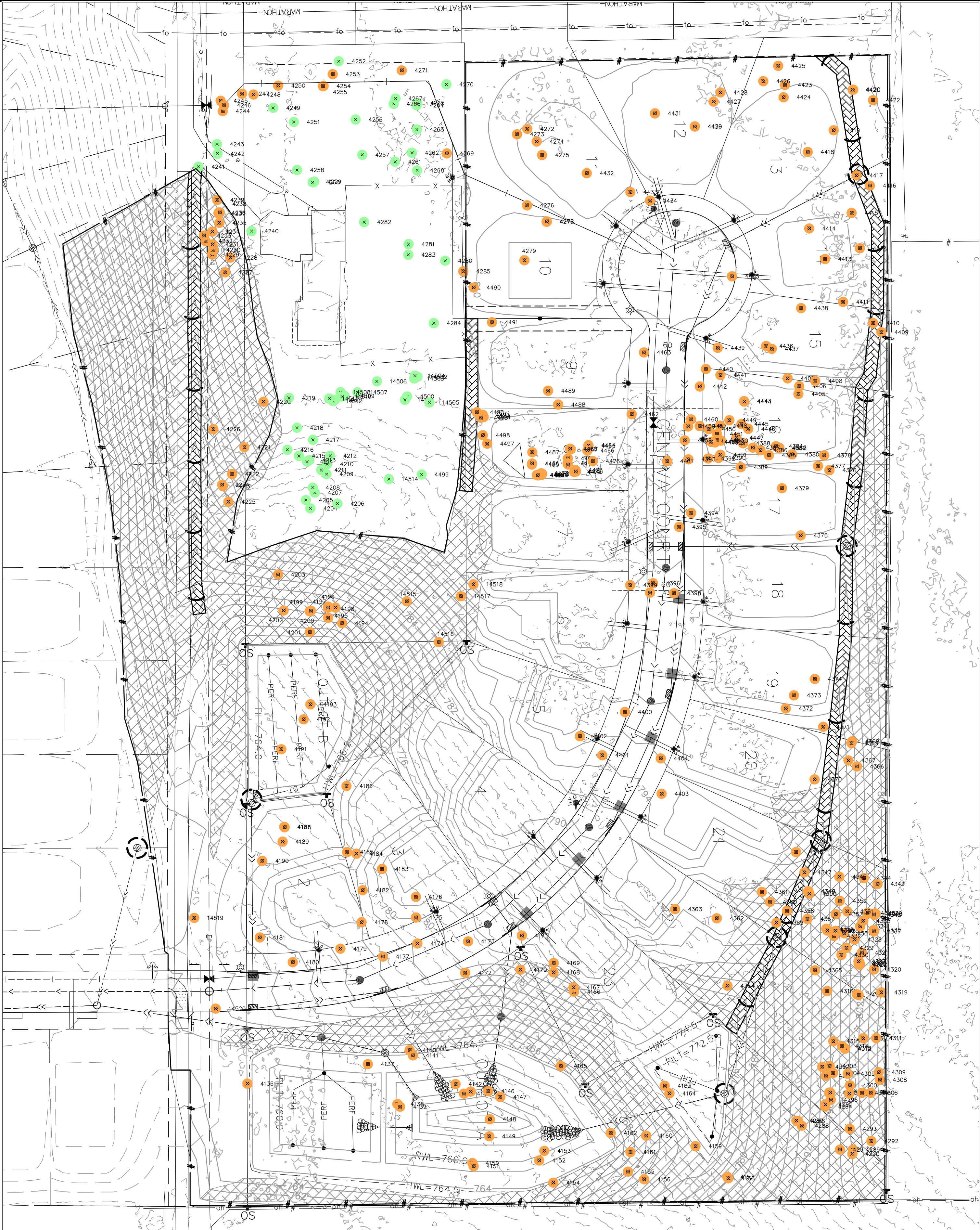
CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



00-PLAN-125171-SHEET-LAND



TREE PRESERVATION NOTES

BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.

NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.

NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.

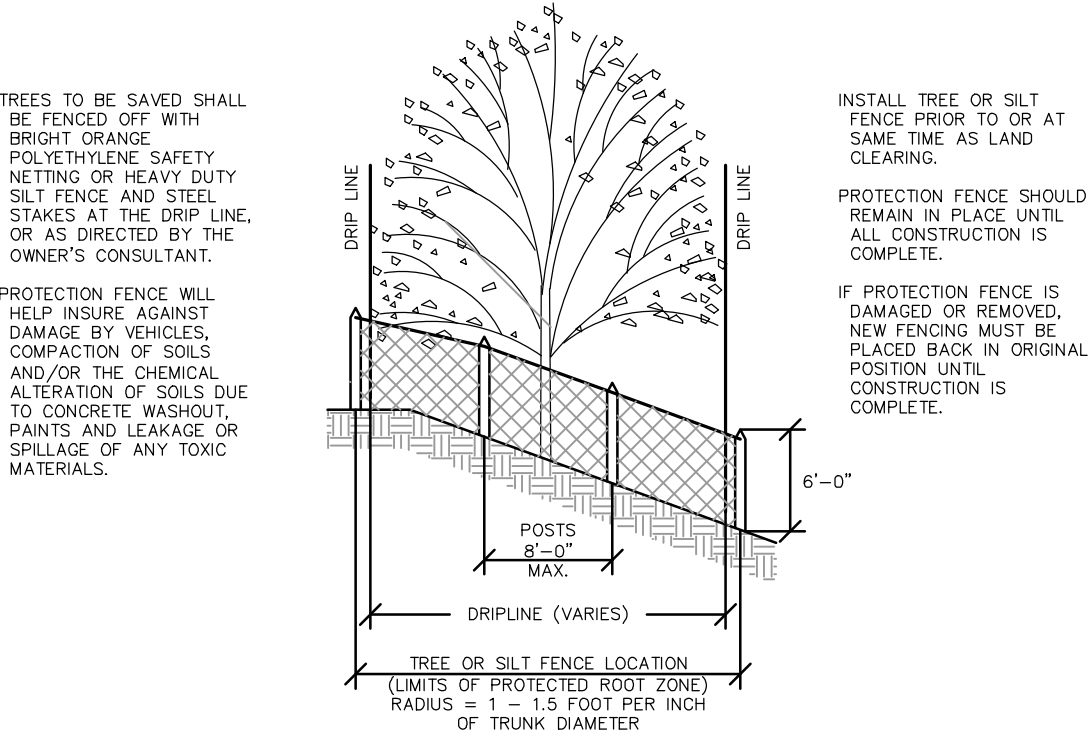
WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.

IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY. (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).

TREE PROTECTION DETAIL

NOT TO SCALE



- 12516 TREE TO BE REMOVED
- 12514 TREE TO BE SAVED
- 12429 TREE LOCATED OFF-SITE

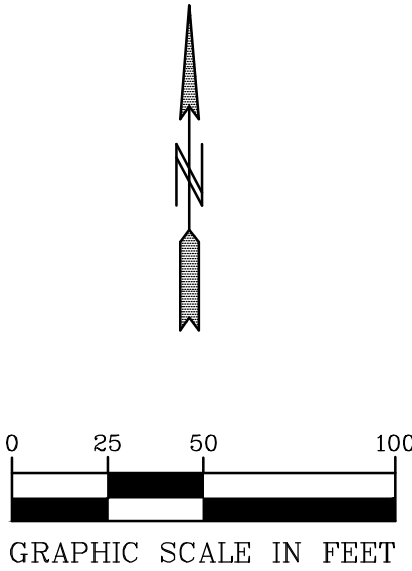
TREE INVENTORY PROVIDED BY MIDWEST NATURAL RESOURCES, INC. KEN ARNDT, FORESTER

* Non Qualifying Trees are Elm, Ash, any DNR defined invasive species, or trees that are dead, mostly dead, or hazard
Non Qualifying Trees are excluded from all calculations

Total Significant Inches: 2,111
Total Significant Inches Removed: 1,814 (85.9%)
Total Significant Inches Saved: 297
Allowable Removal: 528" (25%)

Removal over threshold: 1,286"

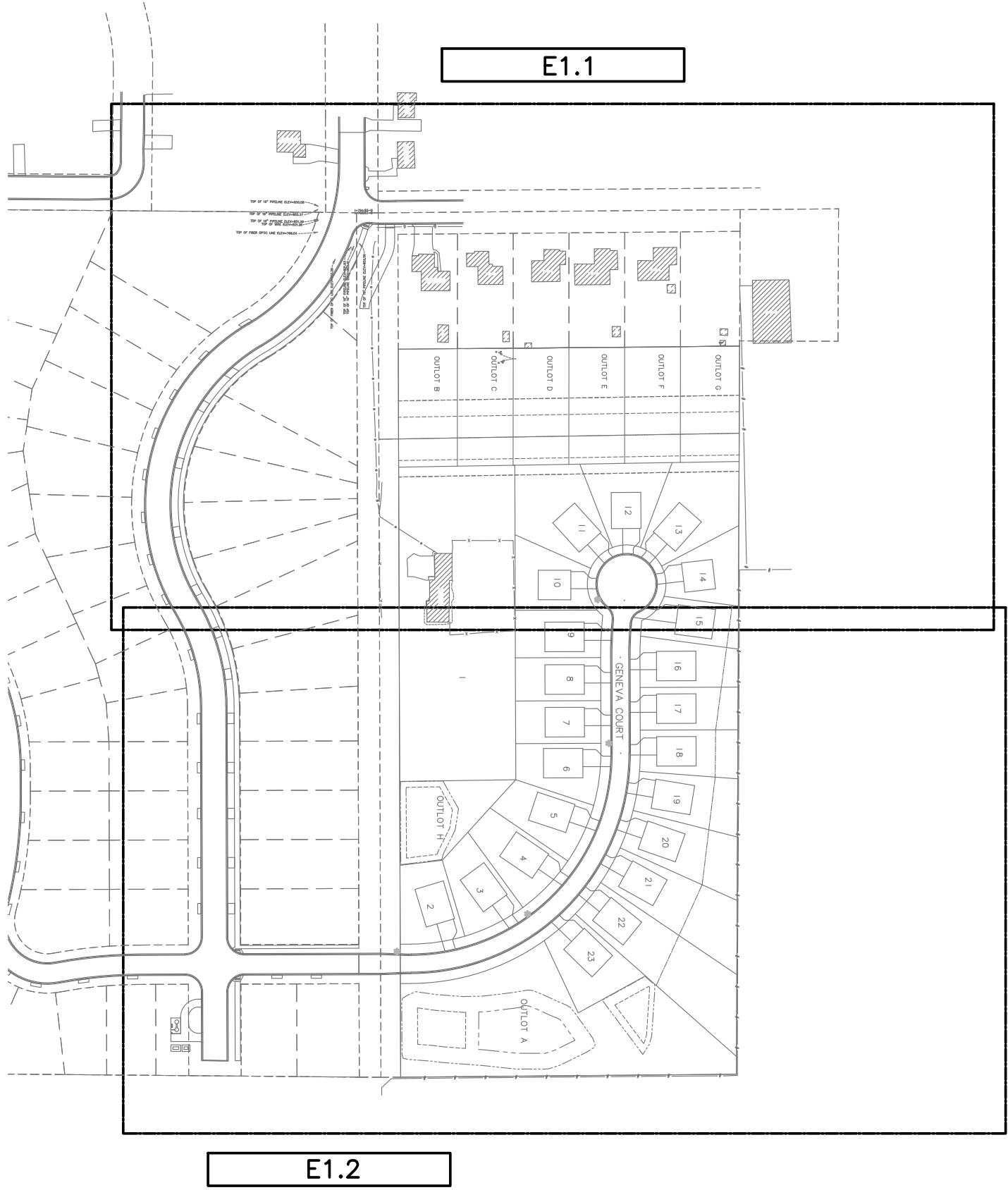
Mitigation required: 50% of 1,279 = 643" to be mitigated



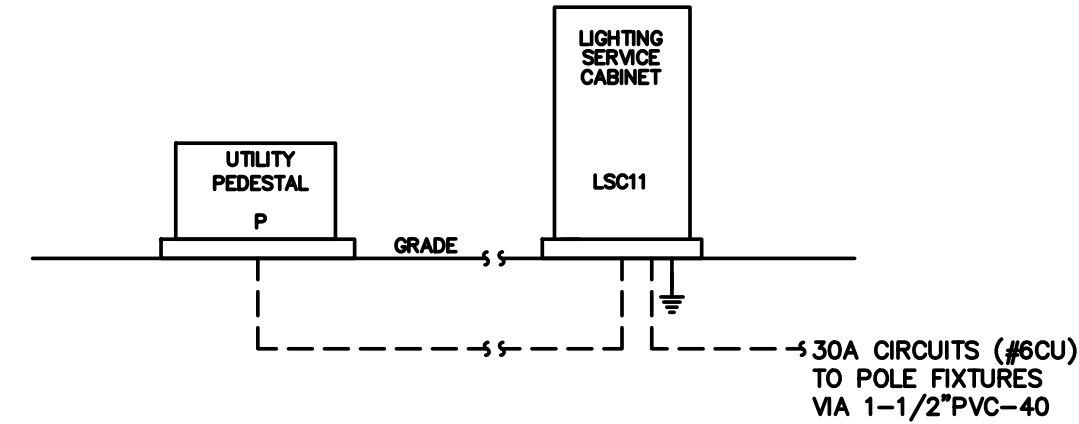
Tag No.	DBH	Common Name	Scientific Name	Notes	*Non Qualifying	Status
4136	13	Siberian Elm	Ulmus pumila		X	Remove
4137	25	Siberian Elm	Ulmus pumila		X	Remove
4138	14	Siberian Elm	Ulmus pumila		X	Remove
4139	15	Siberian Elm	Ulmus pumila		X	Remove
4140	12	Siberian Elm	Ulmus pumila		X	Remove
4141	12	Siberian Elm	Ulmus pumila		X	Remove
4142	13	Siberian Elm	Ulmus pumila		X	Remove
4143	11	Black Cherry	Prunus serotina			Remove
4144	14	Black Cherry	Prunus serotina			Remove
4145	13	Black Cherry	Prunus serotina			Remove
4146	14	Siberian Elm	Ulmus pumila		X	Remove
4147	10,7	Black Cherry	Prunus serotina			Remove
4148	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4149	5	Red Cedar	Juniperus virginiana	40' in height		Remove
4150	23	Siberian Elm	Ulmus pumila		X	Remove
4151	12	Siberian Elm	Ulmus pumila		X	Remove
4152	15	Siberian Elm	Ulmus pumila		X	Remove
4153	12	Siberian Elm	Ulmus pumila		X	Remove
4154	15	Siberian Elm	Ulmus pumila		X	Remove
4155	28,24,24,15	Silver Maple	Acer saccharinum			Remove
4156	12	Cottonwood	Populus deltoides	50% dead, multiple sucker sh	X	Remove
4157	17	Hackberry	Celtis occidentalis			Remove
4158	11	Hackberry	Celtis occidentalis			Remove
4159	14,12,12,12	Silver Maple	Acer saccharinum			Remove
4160	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4161	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4162	18	Red Cedar	Juniperus virginiana	50' in height		Remove
4163	22	Silver Maple	Acer saccharinum	decayed at base of trunk		Remove
4164	12	Hackberry	Celtis occidentalis			Remove
4165	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4166	18, 14,12,10	Silver Maple	Acer saccharinum			Remove
4167	14	Silver Maple	Acer saccharinum			Remove
4168	24	Silver Maple	Acer saccharinum			Remove
4169	10,10	Hackberry	Celtis occidentalis			Remove
4170	12	Siberian Elm	Ulmus pumila		X	Remove
4171	14,14,12,12	Silver Maple	Acer saccharinum	rotten and hollow at base	X	Remove
4172	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4173	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4174	12	Silver Maple	Acer saccharinum			Remove
4175	14	Silver Maple	Acer saccharinum			Remove
4176	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4177	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4178	9	Red Cedar	Juniperus virginiana	30' in height		Remove
4179	12	Red Cedar	Juniperus virginiana	50' in height		Remove
4180	26	Silver Maple	Acer saccharinum			Remove
4181	26	Siberian Elm	Ulmus pumila		X	Remove
4182	9	Red Cedar	Juniperus virginiana	40' in height base rot, 2 add. stems broken off and dead	X	Remove
4183	14,14,12,12	Silver Maple	Acer saccharinum			Remove
4184	13	Siberian Elm	Ulmus pumila		X	Remove
4185	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4186	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4187	10	Red Cedar	Juniperus virginiana	50' in height		Remove
4188	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4189	13	Siberian Elm	Ulmus pumila		X	Remove
4190	15	Silver Maple	Acer saccharinum			Remove
4191	12	Siberian Elm	Ulmus pumila		X	Remove
4192	14	Siberian Elm	Ulmus pumila		X	Remove
4193	12	Siberian Elm	Ulmus pumila		X	Remove
4194	9	Red Cedar	Juniperus virginiana	40' in height		Remove
4195	9	Red Cedar	Juniperus virginiana	40' in height		Remove
4196	2	Red Cedar	Juniperus virginiana	30' in height		Remove
4197	7	Red Cedar	Juniperus virginiana	40' in height		Remove
4198	11	Red Cedar	Juniperus virginiana	40' in height		Remove
4199	7	Red Cedar	Juniperus virginiana	40' in height		Remove
4200	4	Red Cedar	Juniperus virginiana	30' in height		Remove
4201	10	Red Cedar	Juniperus virginiana	30' in height		Remove
4202	10	Red Cedar	Juniperus virginiana	40' in height		Remove
4203	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4204	16	Hackberry	Celtis occidentalis			Save
4205	6	Hackberry	Celtis occidentalis			Save
4206	13	Hackberry	Celtis occidentalis			Save
4207	6	Hackberry	Celtis occidentalis			Save
4208	7	Hackberry	Celtis occidentalis			Save
4209	6	Hackberry	Celtis occidentalis			Save
4210	12	Hackberry	Celtis occidentalis			Save
4211	7,7	Hackberry	Celtis occidentalis			Save
4212	6	Hackberry	Celtis occidentalis			Save
4213	11	Hackberry	Celtis occidentalis			Save
4214	12	Box Elder	Acer negundo			Save
4215	24	Siberian Elm	Ulmus pumila		X	Save
4216	13	Siberian Elm	Ulmus pumila		X	Save
4217	14	Box Elder	Acer negundo			Save
4218	14	Hackberry	Celtis occidentalis			Save
4219	6	Northern Pin Oak	Quercus ellipsoidalis			Save
4220	18	Siberian Elm	Ulmus pumila		X	Remove
4221	15	Siberian Elm	Ulmus pumila		X	Remove
4222	12	Siberian Elm	Ulmus pumila		X	Remove
4223	12	Siberian Elm	Ulmus pumila		X	Remove
4224	17	Siberian Elm	Ulmus pumila		X	Remove
4225	4	Red Cedar	Juniperus virginiana	40' in height		Remove
4226	14	Red Cedar	Juniperus virginiana	40' in height		Remove
4227	14	Siberian Elm	Ulmus pumila		X	Remove
4228	11	Red Cedar	Juniperus virginiana	30' in height		remove
4229	6	Hackberry	Celtis occidentalis			Remove
4230	7	Hackberry	Celtis occidentalis			Remove
4231	6	Hackberry	Celtis occidentalis			Remove
4232	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4233	6	Hackberry	Celtis occidentalis			Remove
4234	8	Crabapple	Malus sp.			Remove

Tag No.	DBH	Common Name	Scientific Name	Notes	*Non Qualifying	Status
4235	12	Red Cedar	Juniperus virginiana	40' in height		Remove
4236	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4237	6	Red Cedar	Juniperus virginiana	30' in height		Remove
4238	3	Red Cedar	Juniperus virginiana	30' in height		Remove
4239	6	Red Cedar	Juniperus virginiana	30' in height		Remove
4240	14	Red Cedar	Juniperus virginiana	40' in height		Save
4241	14	Siberian Elm	Ulmus pumila	30% dead	X	Save
4242	12	American Elm	Ulmus americana		X	Save
4243	7	Hackberry	Celtis occidentalis			Save
4244	8	Hackberry	Celtis occidentalis			Remove
4245	14	Siberian Elm	Ulmus pumila	camera mounted in tree	X	Remove
4246	12	Siberian Elm	Ulmus pumila		X	Remove
4247	12	American Elm	Ulmus americana		X	Remove
4248	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4249	15	American Elm	Ulmus americana		X	Save
4250	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4251	7	Red Cedar	Juniperus virginiana	30' in height		Save
4252	5	Red Cedar	Juniperus virginiana	30' in height		Save
4253	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4254	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4255	6	Black Cherry	Prunus serotina			Remove
4256	14	Siberian Elm	Ulmus pumila		X	Save
4257	12	American Elm	Ulmus americana		X	Save
4258	16	American Elm	Ulmus americana		X	Save
4259	12	Siberian Elm	Ulmus pumila		X	Save
4260	12	Siberian Elm	Ulmus pumila		X	Save
4261	14	Siberian Elm	Ulmus pumila		X	Save
4262	14	Siberian Elm	Ulmus pumila		X	Save
4263	6	Black Cherry	Prunus serotina			Save
4264	6	Black Cherry	Prunus serotina			Save
4265	3	Red Cedar	Juniperus virginiana	20' in height		Save
4266	14,12	Siberian Elm	Ulmus pumila		X	Save
4267	2	Red Cedar	Juniperus virginiana	20' in height		Save
4268	13	Siberian Elm	Ulmus pumila		X	Save
4269	12	Siberian Elm	Ulmus pumila		X	Remove
4270	2	Red Cedar	Juniperus virginiana	20' in height		Save
4271	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4272	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4273	13	Red Cedar	Juniperus virginiana	40' in height		Remove
4274	14	Red Cedar	Juniperus virginiana	40' in height		Remove
4275	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4276	16	Red Cedar	Juniperus virginiana	40' in height		Remove
4277	9	Red Cedar	Juniperus virginiana	40' in height		Remove
4278	6	Red Cedar	Juniperus virginiana	20' in height		Remove
4279	3	Red Cedar	Juniperus virginiana	15' in height		Remove
4280	12	Siberian Elm	Ulmus pumila		X	Save
4281	15	Siberian Elm	Ulmus pumila		X	Save
4282	14	Cottonwood	Populus deltoides			Save
4283	15	Siberian Elm	Ulmus pumila		X	Save
4284	12	Siberian Elm	Ulmus pumila		X	Save
4285	12	Siberian Elm	Ulmus pumila		X	Remove
4286	14	Siberian Elm	Ulmus pumila		X	Remove
4287	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4288	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4289	5	Red Cedar	Juniperus virginiana	15' in height		Remove
4290	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4291	15	Red Cedar	Juniperus virginiana	40' in height		Remove
4292	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4293	15	Red Cedar	Juniperus virginiana	40' in height		Remove
4294	2	Red Cedar	Juniperus virginiana	15' in height		Remove
4295	5	Red Cedar	Juniperus virginiana	30' in height		Remove
4296	5	Red Cedar	Juniperus virginiana	30' in height		Remove
4297	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4298	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4299	12,11	Red Cedar	Juniperus virginiana	40' in height		Remove
4300	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4301	4	Red Cedar	Juniperus virginiana	30' in height		Remove
4302	17	Siberian Elm	Ulmus pumila		X	Remove
4303	14	Siberian Elm	Ulmus pumila		X	Remove
4304	18	Red Cedar	Juniperus virginiana	40' in height		Remove
4305	12	Siberian Elm	Ulmus pumila		X	Remove
4306	12	Red Cedar	Juniperus virginiana	20' in height, top broken off		Remove
4307	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4308	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4309	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4310	14	Siberian Elm	Ulmus pumila			Remove
4311	5,3,3	Red Cedar	Juniperus virginiana	30' in height		Remove
4312	5	Red Cedar	Juniperus virginiana	20' in height		Remove
4313	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4314	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4315	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4316	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4317	2,2	Red Cedar	Juniperus virginiana	20' in height		Remove
4318	11	Red Cedar	Juniperus virginiana	40' in height		Remove
4319	3	Red Cedar	Juniperus virginiana	30' in height		Remove
4320	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4321	1	Red Cedar	Juniperus virginiana	20' in height		Remove
4322	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4323	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4324	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4325	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4326	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4327	10,6,6	Red Cedar	Juniperus virginiana	30' in height		Remove
4328	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4329	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4330	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4331	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4332	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4333	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4334	2	Red Cedar	Juniperus virginiana	20' in height		Remove

Tag No.	DBH	Common Name	Scientific Name	Notes	*Non Qualifying	Status
4335	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4336	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4337	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4338	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4339	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4340	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4341	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4342	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4343	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4344	12	Red Cedar	Juniperus virginiana	30' in height		Remove
4345	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4346	8	Red Cedar	Juniperus virginiana	20' in height		Remove
4347	6	Red Cedar	Juniperus virginiana	20' in height		Remove
4348	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4349	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4350	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4351	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4352	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4353	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4354	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4355	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4356	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4357	3,2	Red Cedar	Juniperus virginiana	20' in height		Remove
4358	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4359	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4360	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4361	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4362	12,2	Red Cedar	Juniperus virginiana	30' in height		Remove
4363	14	Siberian Elm	Ulmus pumila	30% dead	X	Remove
4364	12	Cottonwood	Populus deltoides			Remove
4365	14,12	Siberian Elm	Ulmus pumila		X	Remove
4366	12	Silver Maple	Acer saccharinum			Remove
4367	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4368	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4369	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4370	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4371	14,12,7	Red Cedar	Juniperus virginiana	30' in height		Remove
4372	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4373	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4374	12,12	American Elm	Ulmus americana		X	Remove
4375	12	Siberian Elm	Ulmus pumila		X	Remove
4376	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4377	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4378	12	Red Cedar	Juniperus virginiana	30' in height		Remove
4379	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4380	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4381	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4382	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4383	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4384	20	Red Cedar	Juniperus virginiana	30' in height		Remove
4385	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4386	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4387	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4388	20	Red Cedar	Juniperus virginiana	30' in height		Remove
4389	18	Red Cedar	Juniperus virginiana	30' in height		Remove
4390	2,1,1	Red Cedar	Juniperus virginiana	12' in height		Remove
4391	2,1	Red Cedar	Juniperus virginiana	12' in height		Remove
4392	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4393	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4394	8	Red Cedar	Juniperus virginiana	30' in height		Remove
4395	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4396	7	Red Cedar	Juniperus virginiana	20' in height		Remove
4397	5	Red Cedar	Juniperus virginiana	20' in height		Remove
4398	5	Red Cedar	Juniperus virginiana	20' in height		Remove
4399	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4400	3	Red Cedar	Juniperus virginiana	20' in height		Remove
4401	22	Red Cedar	Juniperus virginiana	30' in height		Remove
4402	6,4	Red Cedar	Juniperus virginiana	20' in height		Remove
4403	12,11	American Elm	Ulmus americana		X	Remove
4404	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4405	13	American Elm	Ulmus americana		X	Remove
4406	2	Red Cedar	Juniperus virginiana	20' in height		Remove
4407	12	Red Cedar	Juniperus virginiana	30' in height		Remove
4408	3	Red Cedar	Juniperus virginiana	12' in height		Remove
4409	18	Siberian Elm	Ulmus pumila		X	Remove
4410	12	Siberian Elm	Ulmus pumila		X	Remove
4411	12	Siberian Elm	Ulmus pumila		X	Remove
4412	11	Red Cedar	Juniperus virginiana	20' in height		Remove
4413	14	Red Cedar	Juniperus virginiana	30' in height		Remove
4414	8	Red Cedar	Juniperus virginiana	20' in height		Remove
4415	14	Siberian Elm	Ulmus pumila	decay at base	X	Remove
4416	14	Red Cedar	Juniperus virginiana	30' in height		Remove
4417	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4418	9	Red Cedar	Juniperus virginiana	30' in height		Remove
4419	12	Siberian Elm	Ulmus pumila		X	Remove
4420	4	Red Cedar	Juniperus virginiana	20' in height		Remove
4421	1	Red Cedar	Juniperus virginiana	12' in height		Remove
4422	12	Siberian Elm	Ulmus pumila		X	Remove
4423	17	American Elm	Ulmus americana		X	Remove
4424	14	Red Cedar	Juniperus virginiana	30' in height		Remove
4425	12	American Elm	Ulmus americana		X	Remove
4426	2	Red Cedar	Juniperus virginiana	12' in height		Remove
4427	12	Siberian Elm	Ulmus pumila		X	Remove
4428	7	Red Cedar	Juniperus virginiana	12' in height		Remove
4429	14,11	Red Cedar	Juniperus virginiana	20' in height		Remove
4430	6	Red Cedar	Juniperus virginiana	20' in height		Remove
4431	12	Siberian Elm	Ulmus pumila		X	Remove
4432	7	Red Cedar	Juniperus virginiana	20' in height		Remove
4433	14	Siberian Elm	Ulmus pumila		X	Remove
4434	12	Red Cedar	Juniperus virginiana	30' in height		Remove



1 OVERALL SITE LIGHTING PLAN
NOT TO SCALE



2 ELECTRICAL RISER DIAGRAM
NO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: *Richard D. Becker*

PRINT NAME: Richard D. Becker

DATE: 8/25/2026 LICENSE#: 53700

STEEN
ENGINEERING INC.

763-585-6742
763-585-6757 fax
Email: steen@steeneng.com

5430 Douglas Drive North
Crystal, MN 55429

ELECTRICAL SYMBOL SCHEDULE			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
LIGHTING		POWER	
	EXTERIOR POLE BASE		LIGHTING SERVICE CABINET
	LIGHT FIXTURE TYPE		UTILITY PEDESTAL
	CIRCUIT NUMBER	NOTING	
	UNDERGROUND CONDUIT AND WIRE		DRAWING CHANGE
	CONDUIT CROSSING		SPECIFIC ELECTRICAL NOTE

LIGHTING SERVICE CABINET SCHEDULE							
PANEL NO.	VOLTAGE	MOUNTING	AIC	MAIN / RATING	# OF CCTS	BREAKERS DISC. REQUIRED	FEEDER FROM
LSC11	120/240V 1PH, 3W	SURFACE	42K	100A MCB	6	(3) 30/2 (1) 15/1	1 1/2\"/>

LIGHTING SERVICE CABINET SCHEDULE NOTES

1. PROVIDE ADDITIONAL CONTACTOR 30A/4P W/ 120VAC COIL.

STREET LIGHTING
GENEVA MEADOWS 2nd ADDITION
COTTAGE GROVE, MN

Project #: PIO202602
Revisions
Date: 08/25/2026
Drawn by: JLA

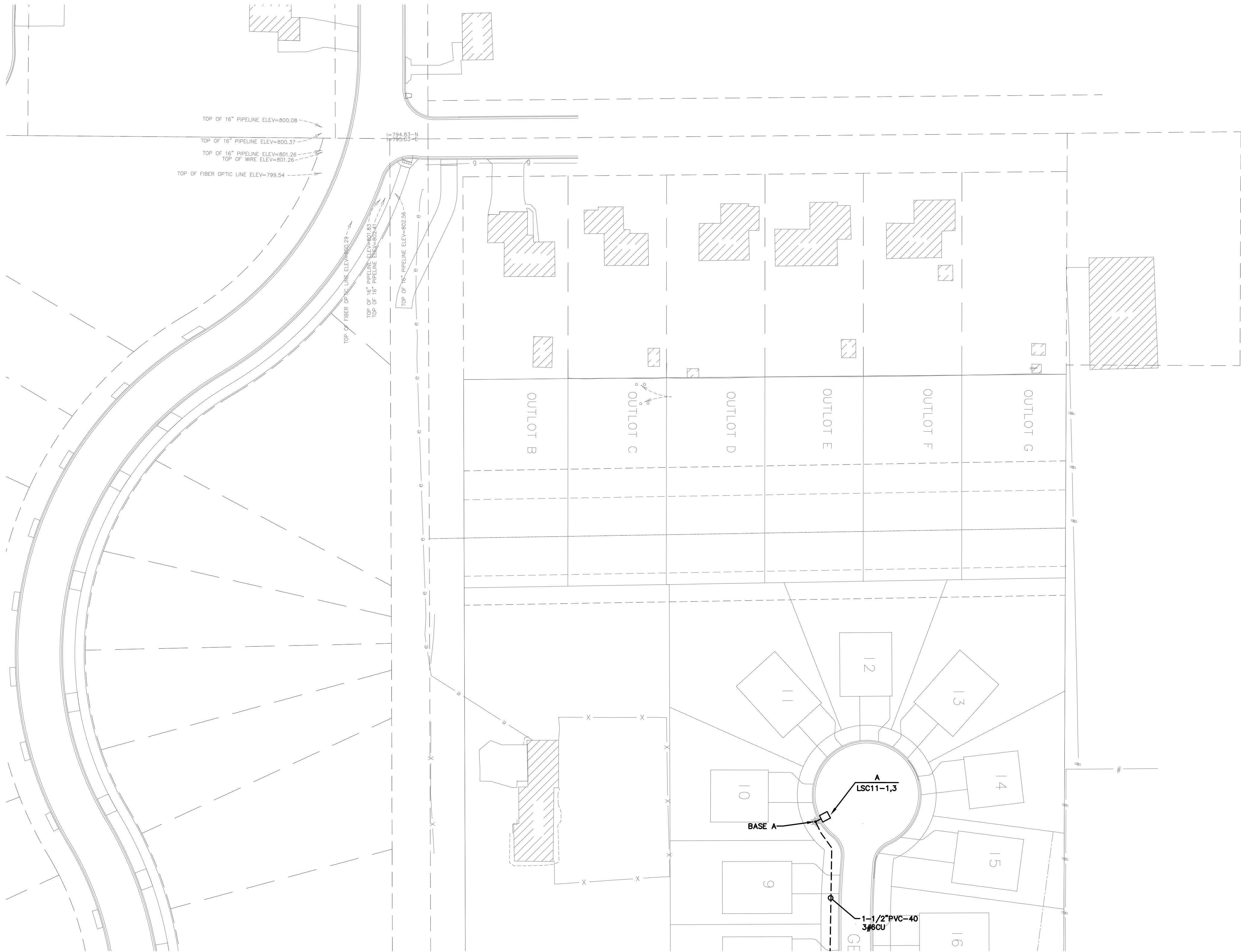
PIONEER *engineering*

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

Sheet
E1.0



SEE SHEET E1.2

1 PARTIAL SITE LIGHTING PLAN
SCALE: 1" = 50'-0"

SEE SHEET E1.2

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: *Richard D. Becker*
PRINT NAME: Richard D. Becker
DATE: 8/25/2026 LICENSE#: 53700

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GENERAL ELECTRICAL SITE NOTES

- PROVIDE LIGHTING SERVICE CABINETS, CONCRETE PADS AND CONDUITS PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS. COORDINATE INSTALLATION PER LOCAL UTILITY REQUIREMENTS.
- PROVIDE STREET LIGHT BASES PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS.
- CIRCUIT NUMBERS SHOWN ARE FOR REFERENCE ONLY. PROVIDE 3#6 AND 1#6 GROUND CONDUCTOR PER CIRCUIT.
- OBTAIN POWER FROM LIGHTING SERVICE CABINET LSC11 UNLESS NOTED OTHERWISE.
- ITEMS SHOWN IN GRAY DENOTE EXISTING ELECTRICAL EQUIPMENT.
- CONDUITS SHALL BE INSTALLED NO CLOSER THAN 12" FROM BACK OF CURB AND NO FURTHER THAN 24" FROM BACK OF CURB. PER CITY OF COTTAGE GROVE ENGINEERING REQUIREMENTS.
- PROVIDE A PULL-STRING/ROPE IN ALL EMPTY CONDUITS.

SPECIFIC ELECTRICAL SITE NOTES

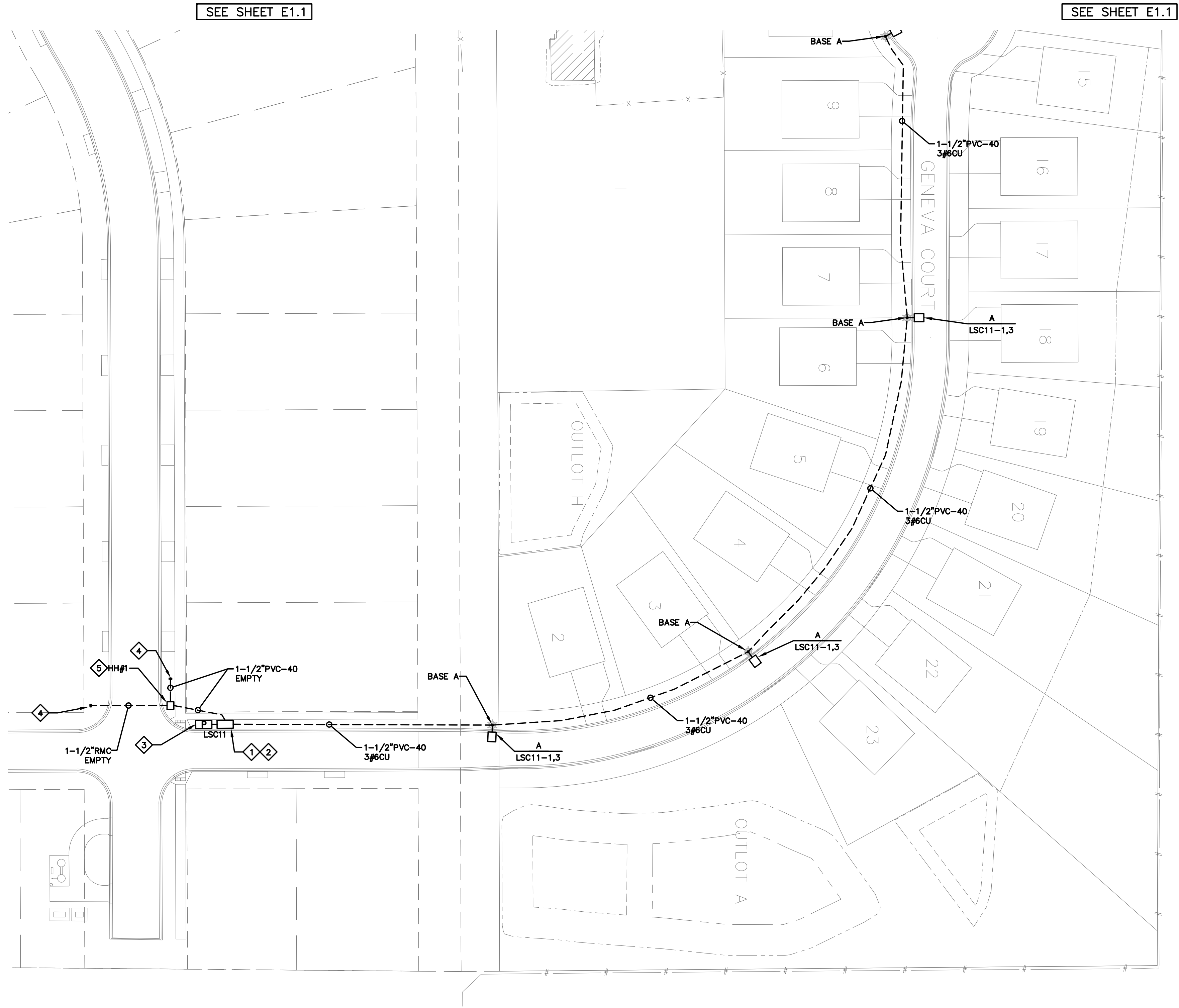
- PROVIDE LIGHTING SERVICE CABINET PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS.
- MOUNT SERVICE CABINET NO MORE THAN 15 FEET FROM A UTILITY PEDESTAL.
- COORDINATE LOCATION OF UTILITY PEDESTAL WITH UTILITY COMPANY.
- PROVIDE EMPTY CONDUIT FOR FUTURE EXPANSION.
- PROVIDE A HANDHOLE PER THE CITY OF COTTAGE GROVE REQUIREMENTS.

STREET LIGHTING
GENEVA MEADOWS 2nd ADDITION
COTTAGE GROVE, MN

Project #:	PIO202602
Revisions	Date
Date:	08/25/2026
Drawn by:	JLA

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1 PARTIAL SITE LIGHTING PLAN
SCALE: 1" = 50'-0"

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Crystal, MN 55429

GENERAL ELECTRICAL SITE NOTES

- PROVIDE LIGHTING SERVICE CABINETS, CONCRETE PADS AND CONDUITS PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS. COORDINATE INSTALLATION PER LOCAL UTILITY REQUIREMENTS.
- PROVIDE STREET LIGHT BASES PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS.
- CIRCUIT NUMBERS SHOWN ARE FOR REFERENCE ONLY. PROVIDE 3#6 AND 1#6 GROUND CONDUCTOR PER CIRCUIT.
- OBTAIN POWER FROM LIGHTING SERVICE CABINET LSC11 UNLESS NOTED OTHERWISE.
- ITEMS SHOWN IN GRAY DENOTE EXISTING ELECTRICAL EQUIPMENT.
- CONDUITS SHALL BE INSTALLED NO CLOSER THAN 12" FROM BACK OF CURB AND NO FURTHER THAN 24" FROM BACK OF CURB. PER CITY OF COTTAGE GROVE ENGINEERING REQUIREMENTS.
- PROVIDE A PULL-STRING/ROPE IN ALL EMPTY CONDUITS.

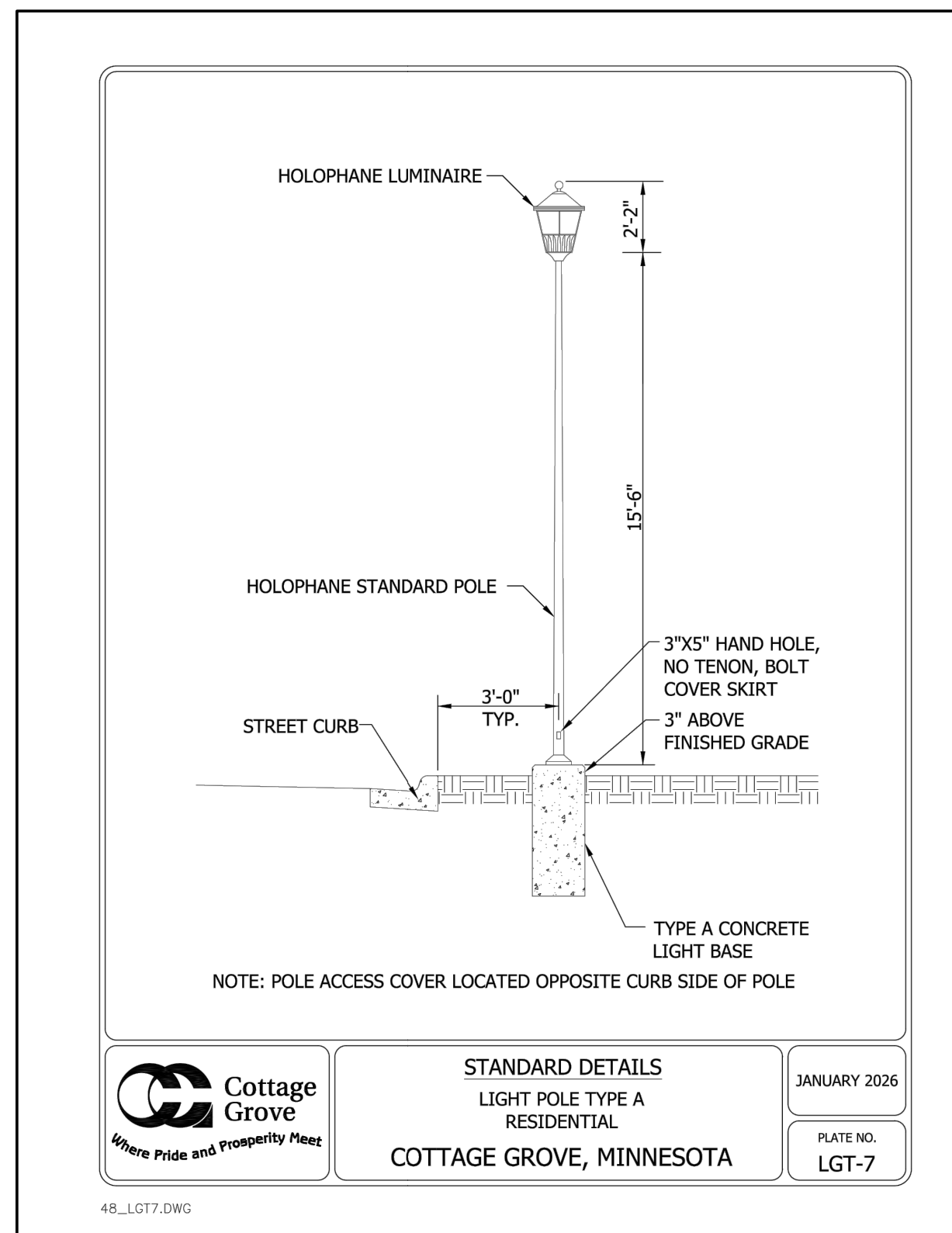
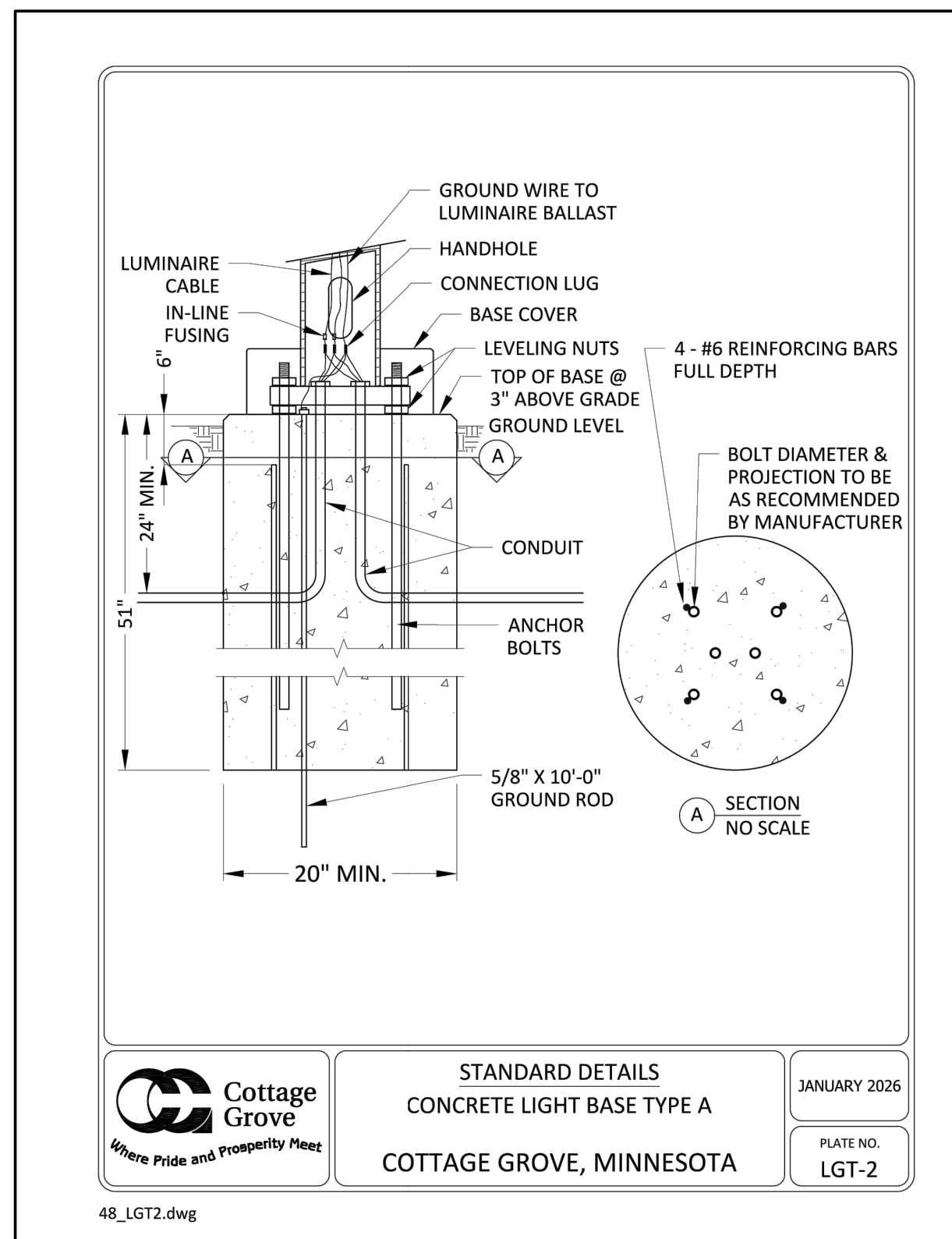
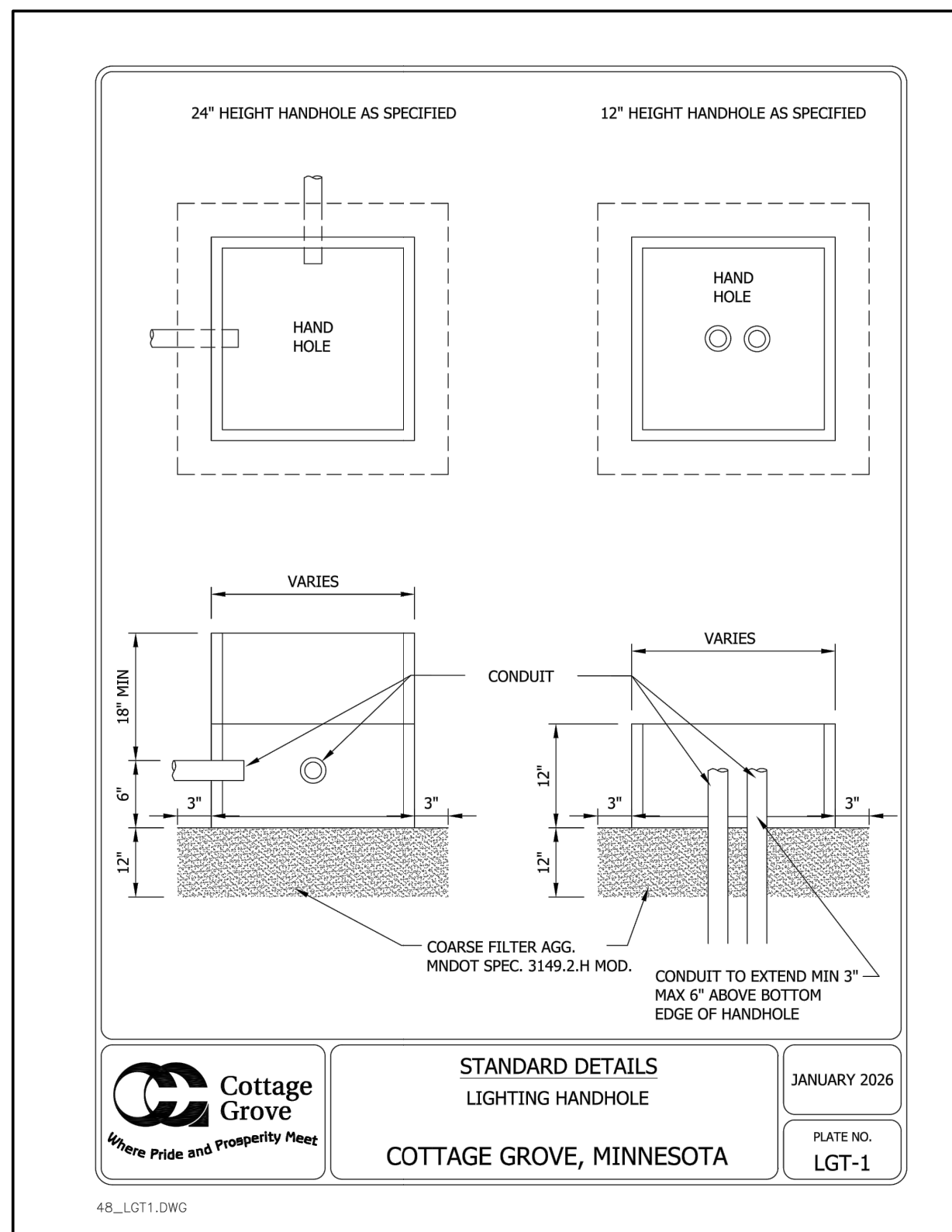
SPECIFIC ELECTRICAL SITE NOTES

- PROVIDE LIGHTING SERVICE CABINET PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS.
- MOUNT SERVICE CABINET NO MORE THAN 15 FEET FROM A UTILITY PEDESTAL.
- COORDINATE LOCATION OF UTILITY PEDESTAL WITH UTILITY COMPANY.
- PROVIDE EMPTY CONDUIT FOR FUTURE EXPANSION.
- PROVIDE A HANDHOLE PER THE CITY OF COTTAGE GROVE REQUIREMENTS.

STREET LIGHTING
GENEVA MEADOWS 2nd ADDITION
COTTAGE GROVE, MN

Project #:	PIO202602
Revisions	Date
Date:	08/25/2026
Drawn by:	JLA

PIONEER*engineering*
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME, OR UNDER MY
DIRECT SUPERVISION, AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA

SIGNATURE: Richard D. Becker

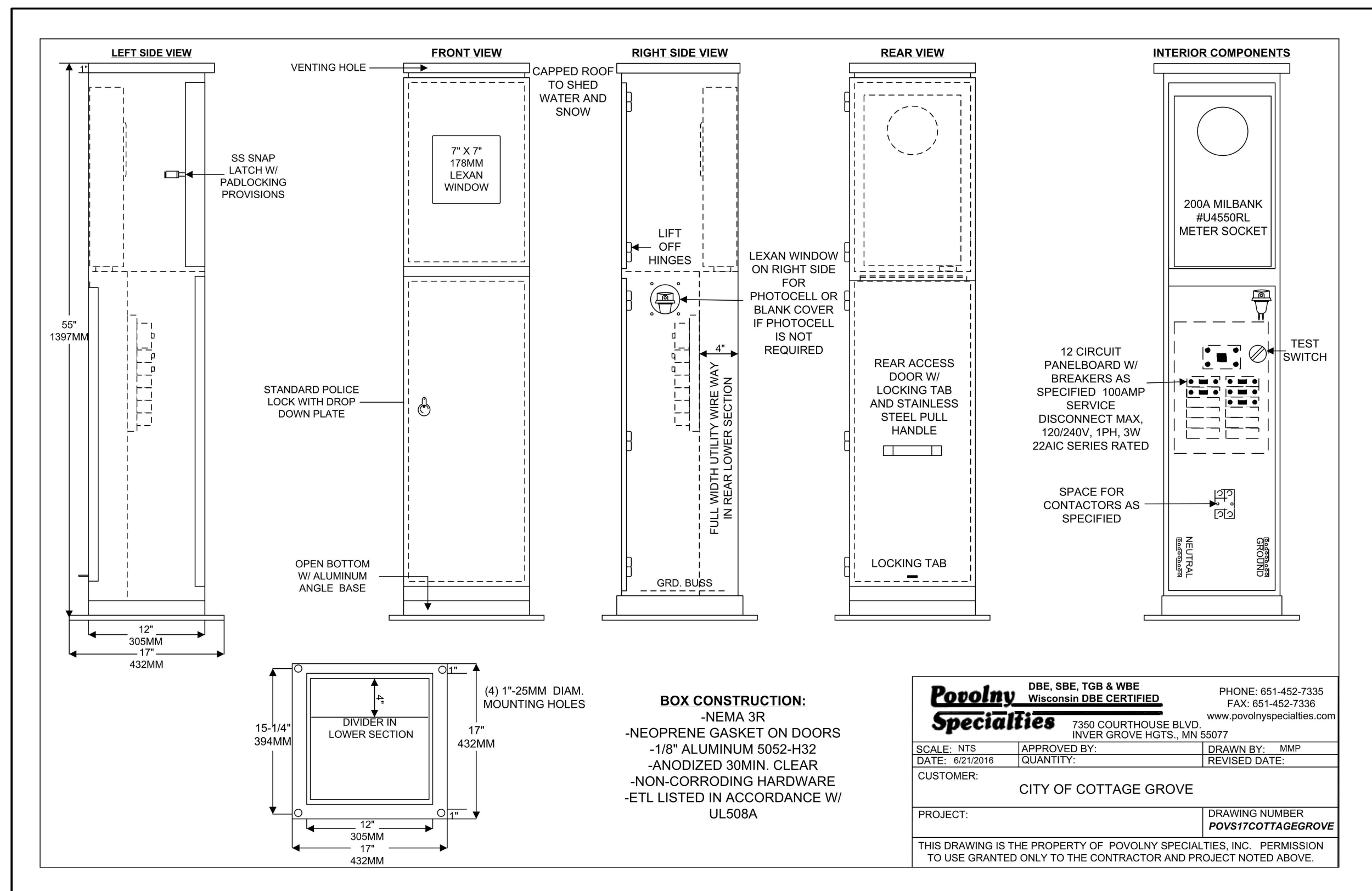
PRINT NAME: Richard D. Becker

DATE: 8/25/2026 LICENSE#: 53700

STEEN
ENGINEERING INC.
763-585-6742
763-585-6757 fax
Email: steen@steeneng.com
5430 Douglas Drive North
Crystal, MN 55429

STREET LIGHTING
GENEVA MEADOWS 2nd ADDITION
COTTAGE GROVE, MN

Project #:	P1O202602
Revisions	Date
Date:	08/25/2026
Drawn by:	JLA



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MEMORANDUM

Date: 08/24/2026
To: Paul Sponholz, PE
From: Mike Boex, PE
Andrew Olson, PE
Subject: Geneva Meadows Second Addition Plan Review
City of Cottage Grove, MN
Project No.: 26X.143036.000

This memo summarizes the review of the Geneva Meadows Second Addition Final Utility & Street Submittal, submitted by Pioneer, dated 8/14/2026 (received 08/17/2026).

Final Plat

1. Revise the Drainage and Utility Easement on Outlot G to reference Outlot G rather than Outlot H.
2. Lot 1 Block 1: The drainage and utility easement along the north side of the lot should point to the gasline easement line and not the northern property line similar to Lots 11-13 Block 1.

Street and Utility Plans

Sheet C3.01:

3. Lot 12 Block 1: Shift the water service a minimum of 5 feet from the hydrant and property line.

Sheet C4.00:

4. Please note the minimum size for catch basin manholes within greenspace is 48" diameter. Revise CB 109, CB 131, and CB 154.
5. Add STMH-102 to the structure table.
6. A column should be added for the City Detail Plate reference to each structure.
7. Note 2 references a 4.0' sump and the profiles indicate a 3' sump. Please revise for consistency. That standard detail plates call out a 3' minimum sump depth.

Sheet C4.01:

8. Ensure all pipe segments are in the rational method spreadsheet (e.g. FES200A, CB-200, CBMH-144). This comment was noted as revised but the rational spreadsheet table was not resubmitted.
 - a. Pipes should be analyzed and designed to accommodate the 100-year ponded discharges plus 5-year rational flows from each basin downstream.

9. Maximum storm sewer design velocities should be kept at 10 feet per second or less. The storm drain segments from CBMH-106 to CBMH-102 have design velocities that exceed this requirement; please work to reduce the design velocities.
 - a. For example, STMH-102 could be moved north to allow the 18" RCP to extend at the current grade and raise the 15" PP to lessen the slope/velocity.
10. Lower the northeast invert of CBMH-108 to match the southern invert.

Sheet C4.02:

11. CBMH-200 should be pulled back into the slope so the rim ties into the proposed grade.
 - a. Verify the structure build is possible per STO-9.
12. Lower the east invert at CBMH-106 to match the west and south inverts.

Sheet C5.01:

13. Show or describe how the concrete sidewalk within the 1st Addition will be terminated.
14. Remove the sidewalk from the typical section.
15. The K-Value of the vertical curve at the connection point to the first addition (station 19+00) does not match between the first addition plans dated 4/7/26 and the second addition plan. Please coordinate plans to ensure a K value of 37 is provided.
 - a. It was indicated in the response memo that Geneva Meadows 1st addition plans were attached but they were not received.

Sheet C5.11

16. Grade break and centerline elevations should be provided to detail pavement grades.

Sheet C6.01:

17. Streetlights:
 - a. Streetlights are proposed to be owned and maintained by the City of Cottage Grove, therefore plans should include the following:
 - i. Feed point (service cabinet) location and source of power should be identified on the plan and located in drainage and utility easement along the Geneva Court right-of-way. It should be noted that the final service cabinet location is to be coordinated with the Xcel transformer location.
 1. Attached to this memo is a detail of the standard service cabinet, please include it in the plans. City standard detail LGT-6 should also be included in the plans.
 - ii. Wiring diagrams should be provided in the plans.
 - iii. Identify wire sizes on the plan. Wire to be placed in conduit (1.5-inch minimum schedule 40). See city specifications for minimum wire sizes.
 - iv. This development would use city standard detail LGT-7 for light fixtures within the development. Please include details LGT-7 and LGT-2 in the plans.
 - b. With the removal of the sidewalk and pedestrian ramp, the streetlight at the cul-de-sac can be moved to the traditional location, at a lot line.

Sheet G1:

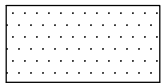
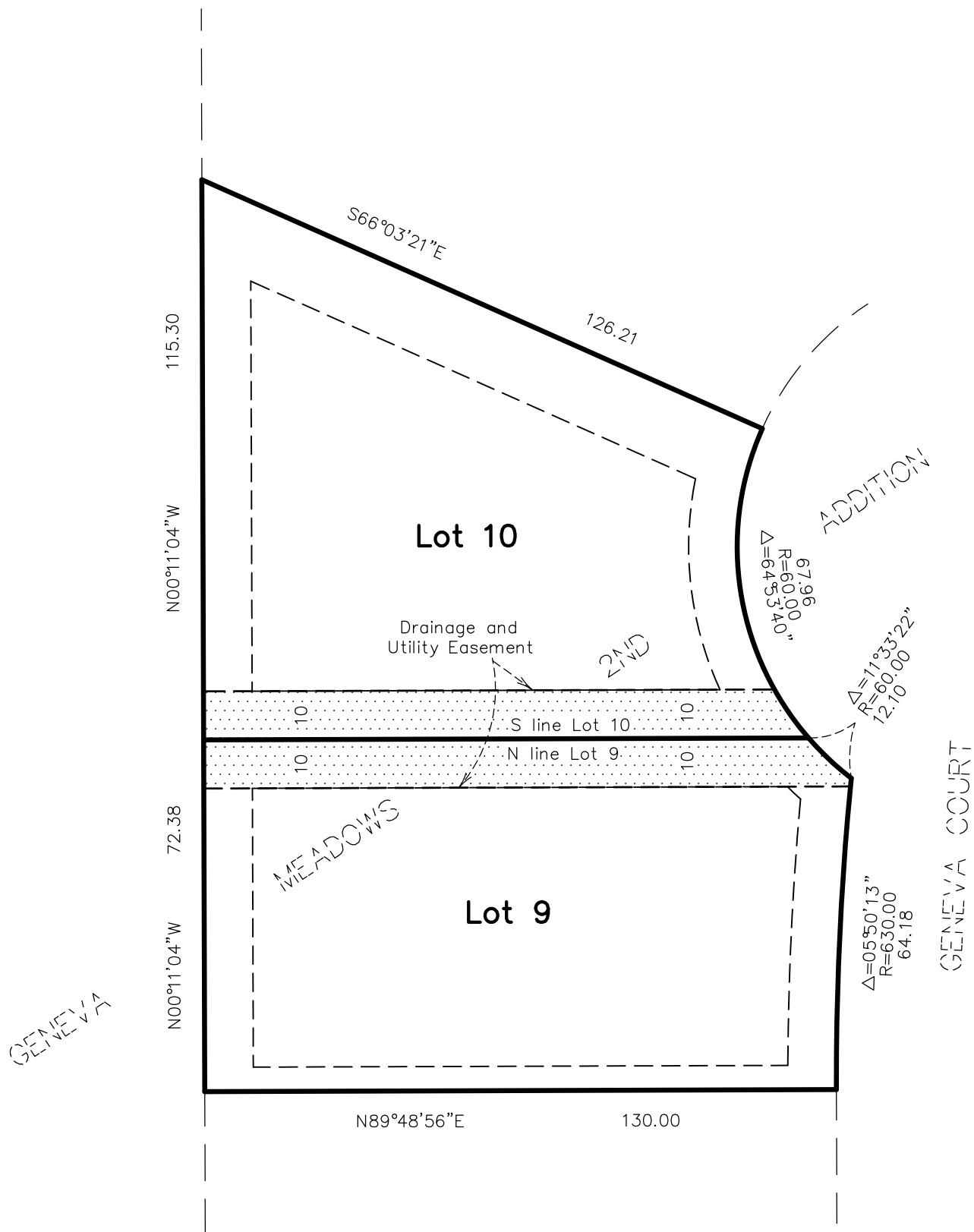
18. All slopes within a public outlot or right-of-way shall be a maximum of 4(H):1(V), except as depicted on city standard detail STO-15.
 - a. There are still some isolated areas within the Geneva Avenue right-of-way just northwest of Outlot H that appear to be 3(H): 1(V).

Sheet G4:

19. Remove the sidewalk section from the typical section.

Sheet L1:

20. Several trees are placed over top of services. Revise locations to maintain 5' separation to the service.



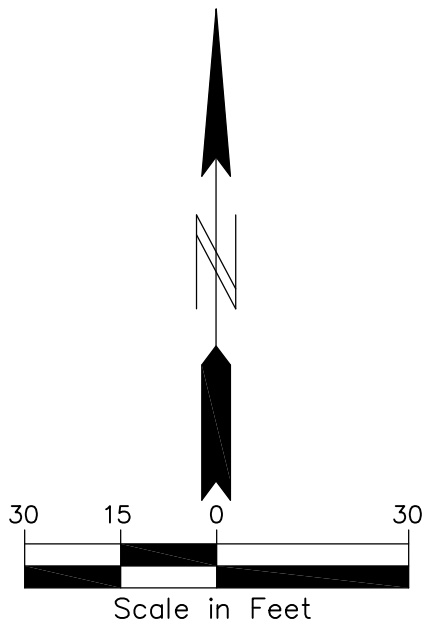
Denotes proposed private utility easement.

Proposed easement for drainage and utility purposes:

The South 10.00 feet of Lot 10, Block 1, GENEVA MEADOWS 2ND ADDITION according to the recorded plat thereof, Washington County, Minnesota.

And

The North 10.00 feet of Lot 9, said block 1.





City Council Action Request

10.A.

Meeting Date	9/16/2026								
Department	Public Works								
Agenda Category	Action Item								
Title	Well #10 Interim Water Treatment Plant Decommissioning Project								
Staff Recommendation	Adopt resolution 2026-135 awarding the Well No. 10 Interim Treatment Plant Decommissioning Project to Boulder Creek, Inc., in the amount of \$194,494.00.								
Budget Implication	\$194,494.00 - 3M Settlement Funds								
Attachments	<table><tr><td>1.</td><td>01-Memo - Well No 10 Interim WTP Decommissioning Bid Award 2026-9-16</td></tr><tr><td>2.</td><td>02-Resolution - Well No 10 Interim WTP Decommissioning Bid Award 2026-9-16</td></tr><tr><td>3.</td><td>Well 10 Bid Results Ltr</td></tr><tr><td>4.</td><td>04-193807678-BidTab</td></tr></table>	1.	01-Memo - Well No 10 Interim WTP Decommissioning Bid Award 2026-9-16	2.	02-Resolution - Well No 10 Interim WTP Decommissioning Bid Award 2026-9-16	3.	Well 10 Bid Results Ltr	4.	04-193807678-BidTab
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3.	Well 10 Bid Results Ltr								
4.	04-193807678-BidTab								



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

From: Ryan Burfeind, P.E., Public Works Director

Date: September 9, 2026

Re: Well No. 10 Interim Water Treatment Plant Decommissioning Project – Bid Award

Background

The Well 10 Interim Water Treatment Plant was commissioned in 2017 as one of the City's initial PFAS mitigation projects. With the commissioning of the Low Zone Water Treatment Plant (LZWTP) in 2025, the Well 10 Interim Water Treatment Plant was taken offline in April of this year. Well 10 is now supplying the LZWTP.

The Conceptual Drinking Water Supply Plan budget has accounted for the decommissioning of the City's interim water treatment plants. Accordingly, the City received a grant for the planning, design and bidding of the Well 10 Temporary Water Treatment Plant Decommissioning Project on April 8, 2026. Since bids were received, the City has requested and received an amendment to the grant from the State to fund the decommissioning work.

The decommissioning work will consist of the removal of the rented filter vessels, building shell, piping, controls, electrical components, the concrete foundations of the plant and other miscellaneous items including abandonment of the sewer line serving the plant. Once this work is completed, the site will be restored. This work will be fully funded by the 3M Settlement.

Discussion

Bids were opened on Tuesday, July 28, 2026. Three bids were received and the attached letter from Stantec summarizes the bid results. The lowest bid submitted was from Boulder Creek, Inc., in the amount of \$194,494.00. The original engineers estimate was \$350,000.

Recommendation

It is recommended that the City Council adopt the attached resolution 2026-135 awarding the Well No. 10 Interim Treatment Plant Decommissioning Project to Boulder Creek, Inc., in the amount of \$194,494.00.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-135

**RESOLUTION AWARDING THE BID FOR THE
WELL NO. 10 INTERIM WATER TREATMENT PLANT DECOMMISSIONING
PROJECT TO BOULDER CREEK, INC. IN THE AMOUNT OF \$194,494.00**

WHEREAS, plans and specifications for the Well No. 10 Interim Water Treatment Plant Decommissioning Project were completed according to City standards and specifications; and

WHEREAS, bids were requested to provide the necessary work; and

WHEREAS, three firms submitted bids; and

WHEREAS, it appears that Boulder Creek, Inc. is the lowest responsible bidder; and

WHEREAS, it is the recommendation of the Public Works Director that the bid be awarded to Boulder Creek, Inc. in the amount of \$194,494.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the bid for the Well No.10 Interim Water Treatment Plant Decommissioning Project is awarded to Boulder Creek, Inc., in the amount of \$194,494.00.

Passed this 16th day of September 2026.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

July 28, 2026

Honorable Mayor and City Council
City of Cottage Grove
City Hall
12800 Ravine Pkwy. S.
Cottage Grove, MN 55016

Re: Well No. 10 Interim Water Treatment Plant Decommissioning
Stantec Project No. 193807678
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on July 28, 2026. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

There were a total of 3 Bids. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid
Low	Boulder Creek, Inc.	\$194,494.00
#2	Pember Companies, Inc.,	\$248,736.00
#3	Total Mechanical Services, Inc.	\$254,389.18

The low Bidder on the Project was Boulder Creek, Inc. with a Total Base Bid Amount of \$194,494.00.

These bids compare to the Engineer's Estimate of \$350,000. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Boulder Creek, Inc.** should be awarded the Project on the Total Base Bid in the Amount of **\$194,494.00.**

Should you have any questions, please feel free to contact me at (612) 712-2108.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Bruce Paulson, AIA

Enclosure



Project Name: **WELL NO. 10 INTERIM WATER TREATMENT PLANT DECOMMISSIONING**

I hereby certify that this is an exact reproduction of bids received.

City Project No.: _____

Stantec Project No.: 193807678

Bid Opening: Tuesday, July 28, 2026 at 10:00 AM CDT

Owner: **City of Cottage Grove**


Bruce Paulson, AIA
License No. 20910

BID TABULATION				Bidder No. 1 Boulder Creek, Inc.		Bidder No. 2 Pember Companies, Inc.		Bidder No. 3 Total Mechanical Services, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - BASEBID									
1-1	MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO COMPLETE THE WORK AS DEFINED ON THE DRAWINGS AND IN THE PROJECT MANUAL	LS	1	\$125,300.00	\$125,300.00	\$160,000.00	\$160,000.00	\$185,310.00	\$185,310.00
TOTAL PART 1 - BASEBID					\$125,300.00		\$160,000.00		\$185,310.00
PART 2 - BID UNIT PRICES									
2-1	MOBILIZATION	LS	1	\$24,000.00	\$24,000.00	\$32,060.00	\$32,060.00	\$4,444.00	\$4,444.00
2-2	STREET SWEEPER WITH OPERATOR	HR	20	\$200.00	\$4,000.00	\$175.00	\$3,500.00	\$200.00	\$4,000.00
2-3	SEDIMENT CONTROL LOGS (TYPE COMPOST)	LF	300	\$3.00	\$900.00	\$5.00	\$1,500.00	\$3.07	\$921.00
2-4	COMMON EMBANKMENT (CV) (P)	CY	500	\$15.00	\$7,500.00	\$30.00	\$15,000.00	\$36.45	\$18,225.00
2-5	6" TOPSOIL BORROW (LV)	CY	200	\$45.00	\$9,000.00	\$63.70	\$12,740.00	\$65.02	\$13,004.00
2-6	SEEDING MIXTURE 25-131	LB	50	\$15.00	\$750.00	\$20.00	\$1,000.00	\$14.15	\$707.50
2-7	HYDRAULIC MATRIX W/ FERTILIZER	SY	850	\$2.00	\$1,700.00	\$3.00	\$2,550.00	\$0.81	\$688.50
2-8	DECIDUOUS TREE, 6' HT BLACK HILLS SPRUCE B&B	EA	12	\$1,200.00	\$14,400.00	\$1,135.00	\$13,620.00	\$1,195.06	\$14,340.72
2-9	REMOVE 4" PVC SANITARY SEWER PIPE	LF	10	\$30.00	\$300.00	\$50.00	\$500.00	\$37.47	\$374.70
2-10	REMOVE 8" PVC SANITARY SEWER PIPE	LF	20	\$35.00	\$700.00	\$21.00	\$420.00	\$9.37	\$187.40
2-11	8" PVC PLUG	EA	1	\$500.00	\$500.00	\$250.00	\$250.00	\$911.34	\$911.34
2-12	ABANDON 8" PVC SANITARY SEWER PIPE	LF	70	\$15.00	\$1,050.00	\$30.00	\$2,100.00	\$83.73	\$5,861.10
1-13	BULKHEAD EXISTING SANITARY SEWER PIPE	EA	1	\$750.00	\$750.00	\$285.00	\$285.00	\$1,823.00	\$1,823.00
2-14	REMOVE 4' DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	EA	1	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$2,052.00	\$2,052.00
2-15	REMOVE CONCRETE PAD	SY	3	\$18.00	\$54.00	\$30.00	\$90.00	\$122.14	\$366.42
2-16	SAWING BITUMINOUS PAVEMENT	LF	70	\$4.00	\$280.00	\$3.50	\$245.00	\$3.79	\$265.30
2-17	REMOVE BITUMINOUS PAVEMENT	SY	160	\$16.00	\$2,560.00	\$8.60	\$1,376.00	\$5.67	\$907.20
TOTAL PART 2 - BID UNIT PRICES					\$69,194.00		\$88,736.00		\$69,079.18

BID TABULATION				Bidder No. 1 Boulder Creek, Inc.		Bidder No. 2 Pember Companies, Inc.		Bidder No. 3 Total Mechanical Services, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID SUMMARY:									
	TOTAL PART 1 - BASE BID				\$125,300.00		\$160,000.00		\$185,310.00
	TOTAL PART 2 - BID UNIT PRICES				\$69,194.00		\$88,736.00		\$69,079.18
	TOTAL BASE BID				\$194,494.00		\$248,736.00		\$254,389.18
	Contractor Name and Address:			Boulder Creek, Inc. 3771 Highway 12 E Willmar, MN 56201		Pember Companies, Inc. N4449 469th Street Menomonie, WI 54751		Total Mechanical Services, Inc. 420 Broadway Ave. St. Paul Park, MN 55071	
	Phone:			(612) 393-6792		(715) 235-0316		(651) 768-9367	
	Email:			info@bouldercreekinc.com		estimating@pembercompanies.com		mdiessner@totalmech.com	
	Signed By:			Rolo Wallmow		Brent Pember		Mark Diessner	
	Title:			CEO		President		Vice President	
	Bid Security:			Bid Bond		Bid Bond		Bid Bond	
	Responsible Contractor Certification:			Yes		Yes		Yes	
	Addenda Acknowledged:			1		1		1	



City Council Action Request

11.A.

Meeting Date	9/16/2026		
Department	Administration		
Agenda Category	Action Item		
Title	Minnesota Fire Engine Strike Team Pilot Program Participation		
Staff Recommendation	Authorize the Cottage Grove Fire Department to participate in the Minnesota State Fire Marshal Engine Strike Team Pilot Program.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Minnesota Engine Strike Team</td></tr></table>	1.	Memo - Minnesota Engine Strike Team
1.	Memo - Minnesota Engine Strike Team		



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

From: Brad Petersen, Director of Public Safety/Police Chief
Jon Pritchard, Fire Chief

Date: September 9th, 2026

Subject: Minnesota Fire Engine Strike Team Pilot Program Participation

Background

Minnesota has experienced many large and complex incidents in the past decade that have required large, coordinated response of fire suppression, firefighting, EMS and rescue resources such as large wildfires, civil unrest, and COVID-19. In review of these incidents, the Minnesota State Fire Marshal identified a lack of pre-identified resources that could be efficiently and effectively deployed with equipment and personnel that meet industry standards, certification and licensing requirements. To mitigate this gap, the Minnesota State Fire Marshal has created a Fire Engine Strike Team Pilot Program. The Strike Team Pilot Program would support the response of four engines and crews (one engine/crew from participating departments) to respond to large and complex incidents in the State.

The State Fire Marshal communicated the pilot program in late 2025/early 2026 and offered all fire departments in the State to apply for consideration for inclusion in the pilot program. Cottage Grove was selected along with only 13 other fire departments in the State to participate in the program. Cottage Grove Fire Department's selection to participate was based on its high training standards, its high rate of certification, adherence to industry standards, positive participation in mutual aid and large events (St. Paul Civil Unrest, COVID-19, Becker Recycling Center Fire, etc.) along with its positive reputation.

Fire Department leadership has participated in informational meetings since May 2026 and has considered the ability to participate. After careful evaluation of many factors, fire department leadership recommends participation in the program.

Benefits of the Program

There are several benefits to participation beyond providing support for fellow Minnesotans in large and complex incidents. First, this type of opportunity is in high demand by frontline firefighters on the fire department. Participation in specialty opportunities and expanded roles is a major driver for recruitment and retention. This is seen in the department's current participation in the Mobile Field Force, technical/specialty rescue and fire prevention initiatives.

Revenue is another significant benefit for the department and City. Deployments carry a specific rate that is charged to the incident/responsibility party. These rates are based on MN DNR or FEMA rates for apparatus and crews. For example, using a hypothetical five-day deployment for a type 1 engine (typical “fire truck” with a crew of 4), the City could see a net revenue of over \$18,000. In areas where wildfires are common such as in the Western United States, deployments from local-based fire departments to large incidents can be a substantial source of revenue and funding for their fire department. Costs such as fuel, food or equipment damage that occurred during the incident are provided or reimbursed by the party responsible.

Additionally, Strike Team participation will allow access to high-demand and many times high cost training for the fire department and team members. Not only would this give Cottage Grove Firefighters access to training, but it would also offer training at free or significantly lower costs. Specific training opportunities include incident management, leadership and wildland firefighting.

Participation

Deployment requests for participating Strike Team departments will be made through the Minnesota State Fire Marshal and may be deployed within Minnesota. Assuming a pre-existing mutual aid agreement does not exist (e.g. outside the Twin Cities Metro or Washington County), Strike Team requests and participation is provided under Minnesota State Statute 12.33. The City approved a resolution on April 1st, 2026, that allows Cottage Grove Public Safety (Police, Fire, Emergency Management) to respond and provide mutual aid within Minnesota and satisfies compliance with this statute. The City is finalizing its cooperative agreement with the MN DNR, which is the other requirement for this statute.

The City’s Workers’ Comp and vehicle equipment insurance policy would cover damage during response and on the incident. When damage to equipment or injuries to responders occur during the incident, these costs would be “charged” to the incident/responsible party for reimbursement to mitigate any costs to the City for response related damage or injuries.

Deployment requests would come to the Cottage Grove Fire Department through the State Fire Marshal. Deployments may last up to 14 days however most deployments would be less than this. To minimize disruption to daily operations and avoid overtime backfilling, the fire department would use at least one salaried staff member (Chief Officer or Fire Marshal) and one person from each shift to create a team of four to deploy. While deployments may last up to 14 days, the department can rotate personnel at any time frame to support employees, and shift coverage needs. The department may also decline any deployment request if it would be detrimental to daily operations or fire/EMS coverage for the community.

Recommendation

Authorize the Cottage Grove Fire Department to participate in the Minnesota State Fire Marshal Engine Strike Team Pilot Program.

CC:

Nick Arrigoni, Deputy Fire Chief

Peter Fischer, Deputy Fire Chief