



COTTAGE GROVE CITY COUNCIL

March 6, 2024

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

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Minnesota Law Enforcement Support Office (MN-LESO) Presentation
Staff Recommendation: Receive a presentation from Deputy Director Petersen to provide notice of controlled property Cottage Grove Public Safety may acquire in 2024 from the MN-LESO program.
- 7 Consent Agenda
 - A City Council Regular Meeting Minutes (2024-02-07)
Staff Recommendation: Approve the February 7, 2024 Regular City Council Meeting Minutes.
 - B Advisory Committee on Historic Preservation Minutes
Staff Recommendation: Accept and place on file the minutes from the October 10, 2023, meeting of the Advisory Committee on Historic Preservation.
 - C Planning Commission Minutes
Staff Recommendation: Accept and place on file the minutes from the January 22, 2024, Planning Commission meeting.
 - D Convention and Visitor's Bureau Meeting Minutes
Staff Recommendation: Approve the November 28, 2023 Convention and Visitor's Bureau Meeting Minutes.
 - E Accacia Lodge Sportsman Raffle
Staff Recommendation: Approve the Gambling Permit application from Accacia Lodge to hold a raffle on October 5, 2024, at 11094 70th Street South at 6:00 PM.
 - F Tyler Utility Pro Billing Software Proposal
Staff Recommendation: Approve of the purchase with Tyler Technologies for the addition of Tyler Utilities Pro to be used with the City's Tyler ERP system.
 - G Intrastate Mutual Aid Cooperative Agreement
Staff Recommendation: 1) Approve the City of Cottage Grove's participation in the Minnesota Incident Command System (MNICS) Organization/Incident Management Team. 2) Approve the Intrastate Mutual Aid Cooperative Agreement between the Minnesota Department of Public Safety Homeland Security and Emergency Management and the City of Cottage Grove.

- H 2024 Annual City-Wide Sweeping – Contract Extension
Staff Recommendation: Approve the contract extension with Mike McPhillips, Inc. for the 2024 Annual City-Wide Sweeping project.
- I East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications – Change Order #1
Staff Recommendation: Approve Change Order #1 to include lighting improvements along the Mill and Overlay portion of East Point Douglas Road, and increasing the contract total by \$334,103.95 to a total contract amount of \$8,926,256.10.
- J Jamaica Avenue Mill and Overlay Project – Approve Plans and Specifications and Establish Bid Date
Staff Recommendation: Adopt Resolution 2024-036 approving the plans and specifications and establishing an April 4, 2024, bid date for the Jamaica Avenue Mill and Overlay Project.
- K Minor Subdivision at 9826 East Point Douglas Road South *Staff Recommendation: Adopt Resolution 2024-037 approving the Minor Subdivision of a 13.95 acre parcel of land at 9826 East Point Douglas Road South into three separate parcels.*
- L Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties in the attached table.
- M Mississippi Landing - Environmental Assessment Worksheet Evaluation
Staff Recommendation: Adopt Resolution 2024-039 confirming no new Environmental Assessment Worksheet is required for the Rachel Development, Mississippi Landing Development project.
- N 2024 Mill and Overlay Project - Revised Bid Date
Staff Recommendation: Adopt Resolution 2024-040 revising the bid date from March 7, 2024, to February 29, 2024, for the 2024 Mill and Overlay Project.
- O Well #9 Rehabilitation Project
Staff Recommendation: Adopt Resolution 2024-041 awarding the Well 9 Maintenance Project to the accepted quote supplied by Bergerson Caswell Inc. in the amount of \$114,075.00 and authorize execution of the Agreement for Contractor Services.
- P Ice Arena West Rink Condenser Replacement
Staff Recommendation: Approve Resolution 2024-042 authorizing a service agreement with Total Mechanical in the amount of \$76,920.06 for the replacement of the West Rink Condenser Unit.
- Q 2024 Pavement Management - Call for Public Improvement Hearing
Staff Recommendation: Approve Resolution 2024-043 establishing a March 20, 2024, Public Hearing date to order the 2024 Pavement Management Project.

8 Approve Disbursements

- A Approve Disbursements

9 Public Hearings

10 Bid Awards

11 Regular Agenda

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	3/6/2024
Department	Public Safety
Agenda Category	Presentation
Title	Minnesota Law Enforcement Support Office (MN-LESO) Presentation
Staff Recommendation	Receive a presentation from Deputy Director Petersen to provide notice of controlled property Cottage Grove Public Safety may acquire in 2024 from the MN-LESO program.
Budget Implication	N/A
Attachments	None



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

FROM: Pete Koerner

DATE: March 6, 2024

RE: Minnesota Law Enforcement Support Office (MN-LESO) Presentation

Discussion

The Minnesota Law Enforcement Support Office (MN-LESO) is a program which allows law enforcement agencies to obtain surplus Department of Defense (DOD) property at no cost. All items must have a direct application to the law enforcement agency's public safety mission. Homeland Security and Emergency Management (HSEM) is the administrator of the program in Minnesota.

Since enrolling in the MN-LESO program in November 2019, Cottage Grove Public Safety (CGPS) has acquired an armored vehicle, robots, night vision devices, personal protective equipment, first aid supplies, and many more items that have enhanced the capabilities and safety of our officers and the community we serve.

In May 2022, Presidential Executive Order # 14074 was signed impacting the LESO (Law Enforcement Support Office) Program. In accordance with Section 12 of this order, a law enforcement agency participating in the LESO Program must notify its civilian governing body and the community of its intent to request controlled property from federal sources.

Additionally, steps to achieve community engagement, transparency, training, regulation and supervision regarding the acquisition and use of controlled property were mandated. Fortunately, Cottage Grove Public Safety is already employing these practices, so no significant changes will be required. The police department policy was updated to reflect these new requirements.

Deputy Director Petersen will update the City Council during the public presentation. He will outline the benefits of continued participation in the MN-LESO program, program requirements, and provide notice to the City Council and our community.

Recommendation

Receive a presentation from Deputy Director Petersen to provide notice of controlled property Cottage Grove Public Safety may acquire in 2024 from the MN-LESO program.

Attachments

None



City Council Action Request

7.A.

Meeting Date 3/6/2024

Department Administration

Agenda Category Action Item

Title City Council Regular Meeting Minutes (2024-02-07)

Staff Recommendation Approve the February 7, 2024 Regular City Council Meeting Minutes.

Budget Implication

Attachments	1. 2024-02-07 City Council Meeting
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MINUTES

COTTAGE GROVE CITY COUNCIL

February 7, 2024

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

REGULAR MEETING - 7:00 P.M **COUNCIL CHAMBER**

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on February 7, 2024, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Tammy Anderson, City Clerk; Ryan Burfeind, Public Works Director; Zac Dockter, Parks and Recreation Director; Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Jaime Mann, Assistant City Administrator & Interim Communications Director; Brenda Malinowski, Finance Director; Amanda Meyer, City Engineer; Crystal Raleigh; Assistant Engineer; Mike Mroska, Senior Planner; Emily Schmitz, Community Development Director.

4. OPEN FORUM

Mayor Bailey opened the Open Forum.

Bonnie Matter, 6649 Inskip Avenue South, stated she had a couple questions:

First of all, the January 6, 2024 Strategic Planning Meeting minutes are missing, and she would just like to know when they're going to be available for public access.

The other thing is on tonight's Consent Agenda, Item N, Mississippi Dunes Building Concept Design, her understanding is that if the City's plan to bond for \$15 million to

pay for the following projects: Hamlet Park, \$17 million; Mississippi Dunes Park, \$13 million; and River Oaks Golf Course, an additional \$6 million. The plan is that the \$15 million bond will be paid for by Local Option Sales Tax, that's also known as LOST. That Local Option Sales Tax will be part of a referendum that the residents will vote on in the November 2024 election. Before spending money on the Mississippi Dunes Park building design, wouldn't it be a good idea to first verify that these are the three projects that the residents want, and also pass the referendum in November 2024 to ensure that dollars will be in place to cover the necessary bonding dollars that the residents will be borrowing. Thank you.

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

5. ADOPTION OF AGENDA

Council Member Olsen made a motion to approve the agenda; second by Council Member Thiede. Motion carried: 5-0.

6. PRESENTATIONS

A. Part-time Fire Department Recognition

Staff Recommendation: Receive a presentation and recognize the Fire Department's years of service.

Mayor Bailey stated Pete Koerner, Public Safety Director, will get this started. Mayor Bailey asked the Council Members to join him in front of the dais.

Director Koerner stated there has been a lot of change in the last 20 years in our service, when we transitioned from a Police-Medic to a Fire-Medic program. The one thing we heard loud and clear last year from Mayor Bailey and the Council, when talking about staffing plans, was that you were very clear that we're going to continue with the combination program, with both fulltime and parttime staff. It's been a good delivery, a good service, and last year we also discussed transitioning from the old Relief Fund into the PERA Coordinated Fund. We listened to the staff about what is realistic, how many hours can they give, how many callbacks, etc. So, we redid a lot of the requirements. There are currently eight parttime firefighters, and four of them are here, four couldn't make it. Last year, we did a roundtable to create a policy of how do we recognize people, and there are different things we do for the length of service. One thing he really likes is, at the discretion of the Fire Chief, to recognize firefighters for their years of service; also, if the Mayor and Council tell me that they want to recognize people, we're going to bring them in here.

Tonight we have four of our firefighters here, they will all get their helmets, their badges, and we'll be doing a recognition in April for all the firefighters. Director Koerner stated Mayor Bailey and the Council would continue with tonight's recognition.

Mayor Bailey stated Director Koerner mentioned the many changes in the Fire Department, different models and processes. With change, sometimes there are people who have been here quite a while and they say maybe it's time to try something new

and move on. We also want to make sure that we recognize the number of years of service that many individuals have given our community. At the last meeting when we honored Kevin Zittel, we wouldn't be the City like we are without each and every one of these individuals that we're going to be recognizing tonight and obviously the individuals standing behind Director Koerner right now. The fact is that we're known as a community that takes great pride and excitement in our Public Safety Department, which includes police, fire, and EMS. He wanted to say thank you once again to all present, outgoing, and former members of the Public Safety team. We appreciate everything that you do.

Mayor Bailey asked those people present tonight when he read their name aloud if they'd please come up front to receive their plaque: Mike McCoy-17 years, Ryan Sundell-16.5 years, Tony Rich-17.5 years, Alex Wiesner-5 years, Xavier Gutierrez-7.5 years, Kyle Witkowski-5.5 years, Eric Morcos-5.5 years, Mike Skara, Jr.-5 years.

Mayor Bailey asked Council Member Olsen to hand out the plaques to the firefighters and then Council Member Olsen would like to say a few words.

Council Member Olsen thanked Mayor Bailey and stated he's so excited to see so many of the family members and friends and children of our retiring firefighters come out. It's great to have Commissioner Bigham here as well; she's the daughter of a firefighter, and he's the son of a firefighter. So, this is a really special night. He did the math, and the names on that list total 78 years of experience, working for the City of Cottage Grove. If you don't think that's going to be a tough loss, you've got another thing coming. That's 78 years of blood, sweat, tears, training, knowledge, etc. The good news is all of these folks standing to my right and all of the names on the list have done an amazing job of passing their knowledge down to sort of the next generation of our Cottage Grove Fire Department members, whether fulltime or parttime, acting as true leaders and mentors for the younger firefighters that are currently on staff. So, we owe them a debt of gratitude. He'd appreciate a round of applause for them and everyone applauded. Even though this plaque is just one small token of our appreciation, we want to make sure that you all understand how grateful we are for the time that you've spent serving the citizens of Cottage Grove. It is not an easy job, and for the public watching at home, all of the folks on the list have spent a lot of time away from their families, serving our residents as firefighters or EMTs, going to various events like the Hometown Holiday Celebration, Strawberry Fest, Fourth of July, interacting with the public. This isn't just a parttime job, this is a calling, and all of these folks stepped up to the largest degree possible to make sure that that call was answered here in the City of Cottage Grove. So, again, a small token of our appreciation, but please know that our hearts are full of gratitude.

Each of the four firefighters present was asked to step forward, and Mayor Bailey read aloud each of their plaques, which included their years of service. Everyone present applauded each firefighter.

Mayor Bailey thanked the families of each of the firefighters for having them be part of our community. Council Member Olsen mentioned time away from their families, getting called out in the middle of the night, missing birthday parties, holidays, or other family events; when they got the call, they came in. That showed their dedication to the community and the citizens they served. So, he thanked all of the family members for

allowing them to do that for so many years. Mayor Bailey invited the family members to step forward for photographs.

- B. February 2024: Black History Month Proclamation
Staff Recommendation: Receive a presentation and recognize Black History Month.

Mayor Bailey stated February 2024 is Black History Month, so we'll be doing a City Council Proclamation; he asked Council Member Garza to read aloud the proclamation, which she did.

Motion by Council Member Olsen to recognize and proclaim February 2024 as Black History Month; second by Council Member Khambata. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the January 3, 2024, City Council Special Meeting Minutes (Swearing-in & Badge Ceremony).
- B. Approve the January 3, 2024, City Council Regular Meeting Minutes.
- C. Approve the January 17, 2024, City Council Special Meeting Minutes (Legislative Review).
- D. Approve the January 17, 2024, City Council Regular Meeting Minutes.
- E. Accept and place on file the minutes from the December 18, 2023, Planning Commission Meeting.
- F. Accept the response letter replying to the request to link the South District Street & Utility Improvements Phase 2 Feasibility Report to Agenda Item 7.J. from the January 17, 2024, City Council Meeting Open Forum.
- G. Appoint Commissioners and CVB Directors to their assigned Commissions listed in the memo.
- H. Authorize entering into an agreement with Judith Graf for transcription services for 2024.
- I. Approve the issuance of rental licenses to the properties in the attached table.
- J. Adopt Resolution 2024-14, accepting donations received in the 4th Quarter 2023.
- K. Adopt Resolution 2024-15, authorizing the abatement of utility billing certifications in the amount of \$1,095.98.
- L. Approve the second amended Joint Powers Agreement between the City of Cottage Grove and the City of Woodbury for the East Metro Public Safety Training Facility (HERO Center).
- M. Authorize service agreement with Oertel Architects for Kingston Park Building Project final design services.
- N. Authorize service agreement with ISG, Inc. for Mississippi Dunes building planning and concept design.

- O. Adopt Resolution 2024-16 approving the 2024 Mining Permit for Holcim – MWR, Inc. - Nelson Sand & Gravel Facility.
- P. Approve the Cottage Grove 2024 Standard Specifications for Street & Utility Construction and 2024 Standard Detail Plates.
- Q. Adopt Resolution 2024-020 supporting the City's RAISE grant application for the County 19A/100th Street Realignment Project.
- R. 1) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Construction Cost of County Road (CR) 74 Multi-Use Trail. 2) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Maintenance of County Road (CR) 74 Multi-Use Trail Project.
- S. Adopt Resolution 2024-018 approving the plans and specifications and establishing a March 7, 2024 bid date for the 2024 Mill and Overlay Project.

Council Member Olsen wished to pull Item J, Accept Donations received in the 4th Quarter 2023, and Council Member Thiede and Council Member Khambata wished to pull Item G, Reappointing Commissioners and CVB Directors, on the Consent Agenda, for further comment and/or discussion.

Council Member Olsen stated after we finish up every quarter, we like to reflect back with gratitude to those who have made financial contributions to our community. He thanked the following for their donations in the 4th Quarter of 2023:

- The Cottage Grove Athletic Association made a donation to the City of Cottage Grove in the amount of \$40,300, and that donation is being used for seven AED units and five SaveStation units for the following locations: Lamar Park, Highlands Park, Kingston Park, Hamlet Park, and the sports building by Cottage Grove Middle School.
- Stantec donated \$2,200 to fund the reindeer at our Hometown Holiday Celebration in 2023. They made that donation the previous year, too, and the reindeer are always very popular, especially with the young people. We're very grateful for their contribution.
- First Response Fire & Safety, Inc. made a donation of \$3,900 to Cottage Grove Public Safety for the Fire Department to purchase a new Hose Roller System. Obviously, that is a really important tool for our firefighters to be able to use to make sure that the hoses are rolled properly so they maintain their value for an extended period of time. We're very grateful to them for that donation.

Mayor Bailey stated we really appreciate all of the donations made to support our community.

Council Member Khambata stated regarding Item G, Reappointing Commissioners and CVB Directors, he acknowledged the hard work and dedication of our commission members on our volunteer commissions. He's moving that we reappoint the following commissioners: Parks and Recreation: Samantha Crabtree, David Olson, and Shane

Waterman. Planning Commission: Evan Frazier, for another term as Chair, and Commissioners Jessica Fisher and Eric Knable. Convention and Visitors Bureau: Eric Olson is filling an empty seat; Laurie Levine and Druscilla Nute will continue to serve.

Council Member Thiede stated for the Advisory Committee on Historic Preservation: Joseph Gall has agreed to be on the committee for another couple years, after having served on it for a number of years. Some of them will have some additional years due to allowance on the COVID year, in terms of their span of being on that committee. Public Service Commission: Lisa Kon and Lise Rediske will serve through February 28, 2026.

Council Member Thiede stated he'll echo what Council Member Khambata said, we really appreciate all of the people who volunteer on these commissions and committees because it helps us tremendously to get a broader opinion of what's going on, being able to cover some things that Council doesn't always necessarily have time to cover all the details. We take their recommendations very seriously and appreciate their help. He'd appreciate reappointment of those people.

Mayor Bailey stated April is typically Volunteer Appreciation Month, and we will be recognizing all of the City volunteers, commissioners, and committee members for the work that they do to make our community such a great place to live, work, and play.

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

8. APPROVE DISBURSEMENTS

- A. Approve payments for the period of 1-11-2024 through 2-01-2024 in the amount of \$4,785,633.50.

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

9. PUBLIC HEARINGS

- A. 2024 Pavement Management - Hold Public Hearing and Order Project
Staff Recommendation: 1) Adopt Resolution 2024-018 approving the plans and specifications and establishing a March 7, 2024 bid date for the 2024 Mill and Overlay Project.

Mayor Bailey stated our City Engineer, Amanda Meyer, will walk us through this.

Engineer Meyer stated we have a variety of pavement rehabilitation methods that we've used in the past on our streets; sealcoat is something that we're no longer doing, it was a big discussion that we had, part of which is to lengthen the lifecycle of our roadways. So, now we've moved just into the crack seal and the Mill and Overlays, trying to lengthen our road lifecycle from 27 years to 40 years. We have the reclamation process, so grinding up that existing asphalt with the aggregate base underneath, creating a more structurally-sound aggregate base, paving over it. We have full pavement replacement, which we'll talk more about tonight as part of the 2024 project,

and then full reconstruction, so really getting out the pavement, the full aggregate base underneath, really getting down to that subgrade, and building the road back up.

We do pavement management to keep our roads in good structural condition, but also maintaining the infrastructure in those areas. So, as she'll talk about a little bit later, we do review our sanitary sewer, our watermain, our storm sewer, our streetlighting systems in those neighborhoods where we're doing pavement management to ensure that those other pieces of our public infrastructure are also being maintained along the way. This also maintains property values for our residents.

The map before you shows some of our Pavement Management history areas; this only shows areas back to 2010, but our Pavement Management program really has been in place since 1994. So, if all of the neighborhoods were on here since 1994, most of our community would be highlighted. We prioritize pavement management in our community to ensure that we are providing a good level of service to our residents. So, that brings us to the purpose of this evening, which is the 2024 Pavement Management area, which is Prestige Estates. Before diving into that, she mentioned we had a workshop specifically talking about our project for this year, and we're still planning to do the Mill and Overlay of Jamaica, between 80th and 90th. We are planning to pay for that project through our Street Reconstruction and Overlay Bond; therefore, it needs to be a separate project, so that will come before you with some separate Council items at a later date.

She reviewed the history of the Prestige Estates neighborhood. It was built over three phases, between 1990 and 1994. We reviewed this neighborhood in about 2011; the intent was to Mill and Overlay that neighborhood, but we started seeing asphalt stripping, and this was new to us. MnDOT hadn't completed any sort of research to understand asphalt stripping and good methods to really rehab that pavement. So, our Public Works Department in 2012 and 2013 completed some thin overlays in this neighborhood to try to get that roadway to last a little bit longer, until we fully understood what was happening in the roadway with that asphalt stripping. We reviewed this neighborhood again in about 2016-2017, with the anticipation of it being part of a 2018 Pavement Management project. At that time, we noted that this neighborhood would be a full curb replacement project. The thin overlay was still holding up quite well in that timeframe, and so we pushed that project a little bit further, and that's how we've landed here tonight proposing the Prestige Estates neighborhood for 2024 Pavement Management.

Engineer Meyer provided photos of core samples from the area. You'll see a lot of asphalt stripping and the structural stability of that roadway really is gone. We've certainly reached the end of the lifecycle of this pavement, and she thinks you'll see that as well with the existing condition photos of cracking, stripping, and a lot of patching. At the Neighborhood Meeting last week, we heard an interesting story; one of the residents mentioned they had seen one of the streetsweepers come by, and the road was degrading so much that the streetsweeper actually started picking up some of the roadway. That's why some of these patches are here, that's how bad the street condition was getting.

Engineer Meyer mentioned as part of our review of the neighborhood, we reviewed all of the utilities in the area. Through that inspection, we found that our systems are in

good working condition; there are some minor maintenance items that we'll include in the project, which is standard for our pavement management project.

Proposed Improvements: She stated we're looking at a full pavement replacement and full curb replacement. In total, this neighborhood has about 39-40% curb damage, and on top of that, when we reset our catch basins, there's additional curb on either side that also needs to be replaced. When we look at kind of economy of scale and how that curb is placed back, at the 40% level, we get a lot more benefit by the curb being placed by a machine instead of the handwork that would be required when we typically do some of that patch curb work. There will be a more consistent flowline, so if there are any drainage concerns, we're really hitting that through that machine-formed curb. There are some minor utility repairs, but she highlighted because this neighborhood was a direct bury streetlight wire, when we're pulling that curb some of that wire may be damaged. We're planning to replace all of that in conduit while we're in that neighborhood; the streetlights there right now are high-pressure sodium, so, we'll be looking at potentially swapping those out to be LED, more consistent with our other neighborhoods.

Engineer Meyer mentioned something that was brought up in the Neighborhood Meeting with the curb replacement, there is an old style of curb in this neighborhood, its more of a V curb, about 24 inches wide, and it's a bit more abrupt to get into driveways. We are going to be replacing the curb with more of our standard curb style that you'd see in our neighborhoods now; its more of a rollover curb, and it's a bit more gradual of a transition. The back of curb alignment does not change and the height of the curb does not change, so its not impacting height or grades as we tie back into driveways and sod.

Assessments: There are 79 assessable properties in this project. Based on the City's Special Assessment Policy, the estimated assessment is at \$6,647.65. We had a third party complete a Special Benefit Appraisal, and that came back at \$7,500. If a property owner chooses to pay that assessment back over 15 years, the approximate average annual payment with interest is just under \$650; residents are also able to pay any amount up front within 30 days. The assessable parcels are on the screen before you; there are two very small, darker blue rectangular shapes, and those are City parcels.

Funding Breakdown: Total Project Cost is just over \$1.1 million. There is some funding through some of our other funding sources, and assessments are actually just under that 45% because of those City parcels that are directly adjacent to the roadway.

Assessment Terms: If Council decides to order the project this evening, the assessments become pending on the properties. The assessments would not become final until the project has been completed. We have our final Assessment Hearing, and at that time, if Council chooses to adopt the assessment roll, that's the time at which those assessments would become finalized. Residents at that point would have 30 days to pay that fee without any interest. They can choose to pay that assessment over 15 years with interest. Right now, the estimated interest is 5.6%, and that accounts for that 1.5% above the bond rate, which is typical for our projects. Partial payment is allowed, and then of course we have deferral of assessments available. There are some conditions that need to be met for deferral, but interest will still accrue over that deferral period.

Schedule: We had a Neighborhood Meeting last week, and we had a really great turnout. She was thrilled by the number of residents who were there, they were very engaged, and they had a lot of really great questions. Many of their questions were related to access and parking, rightfully so with a full curb removal and replacement project. Tonight we have the Public Hearing. We hope to bring the plans and specs back to Council on February 21 for approval and set a bid date. We will have the bid opening on March 21, and a project will be awarded on April 3. She mentioned they will hold a second Neighborhood Meeting, probably mid-April. At that point, we'll have a contractor on board, we have a schedule, we have a phasing plan, and we can provide more detailed plans to our residents to explain the phases and how parking will work. We can kind of work through more of those details after we've got the schedule from the contractor. Construction will begin in April or May, and will be completed in September. Of course, that's when we'd have that final Assessment Hearing in October, once the project has been completed.

Engineer Meyer stated there are two recommendations before you on the screen, and she will be happy to stand for any questions.

Mayor Bailey stated on the assessed amount, if we were to approve this tonight, he asked if the maximum amount is the amount that's in this report.

City Attorney Kori Land replied this is a little different than a levy question. When you adopt the levy in September, that's your maximum amount; you can go lower, but you can't go higher. Tonight, you have a preliminary assessment, and it's just an estimate. It actually can exceed it by the time we get to the final assessment; she's guessing it would be frowned upon by the members of this neighborhood if that happened, but it could happen. So, this is not a ceiling; the ceiling is the appraised value, the Special Benefit Appraisal. That's really the number that we cannot exceed because that's what our consultant has determined to be the maximum benefit for this particular project.

Mayor Bailey commented with the 1.5% above the bond rate, he acknowledged the fact that because we are a AAA bond-rated community, the interest rate is lower for us, which is why we're getting better interest rates. Obviously, this is a big example of how that benefit gets passed along to the residents; the interest rate would be higher if we were not a AAA bond-rated community.

Council Member Olsen thanked Engineer Meyer for the great information. There's no question that this is a necessary project, all the testing has proven that. First and foremost, when we do projects of this nature, one of the things we frequently hear about are driveway aprons. He asked her to talk about how we ensure that when the project's done, the driveway apron is right, and the resident is made whole, in terms of the damage that we might do to that apron from a construction standpoint.

Engineer Meyer replied that's a great question, and it actually was brought up in our Neighborhood Meeting. This is going to be a bit of a unique situation with the concrete curbing placed by a machine instead of hand poured. With concrete driveways, it is a little bit easier; we generally go back to that first joint in the concrete pavement, it's necessary so that we're replacing back into existing, not creating additional joints. As it relates to a paved driveway and asphalt driveway, generally, the distance we go from

the back of curb, two-to-three feet, and that allows us to ensure we get compaction when that pavement goes back. Now, we will take a look at the current state of the driveway; so, if there's certain cracking that's currently occurring, we can try to avoid that so we don't leave any small chunks that are going to pop out, we will take a look at that. At a minimum, it's that two-to-three feet to really make sure we get that compaction back.

Council Member Olsen asked about the electrical wires.

Engineer Meyer mentioned when we do projects of this nature, one of the things that we've done in the more recent past is we've put the wire in conduit.

Council Member Olsen asked with regard to some of the other projects we've done and the way in which we've approached that, through using the conduit in the ground, what benefit does that provide in terms of the lifespan of the streetlights or the quality of service of the streetlights.

Engineer Meyer stated she will answer that, but if she misses anything, she might ask our Public Works Director to add more information. Generally, with the conduit, we're protecting that direct bury wire. So, we're provided a barrier from shovels or other things that are happening in the Right-of-Way that could impact our streetlight wire. It also helps us for any wire breaks that we have, it makes finding and repairing those breaks a little bit easier because we're not pulling wire out of dirt, it's in that conduit.

Council Member Olsen stated part of the reason he asked that question is like you said, when we have wire breaks, which do happen, he knows that the conduit provides us with a safer way to get to the wire, but more importantly, a faster way to get to the wire. Especially if we're dealing with freeze and thaw cycles, as we do in the State of Minnesota, it will protect that wire for a lot longer than if it's direct bury underground.

Council Member Olsen stated in terms of the assessments and the way in which assessments work, he knows that sometimes when we're in the midst of these projects, there are lots of questions about all the various manners in which an assessment can be paid, etc. The fact is an assessment for a road project like this is a legal way of going about ensuring that we're taking care of this correctly. He asked Engineer Meyer to give a little bit of an explanation around why the process is what it is and how that has to do with State Statute; or, if you're not comfortable with that, he asked Engineer Meyer to have Attorney Land speak on this, which she did.

Attorney Land stated this is a Minnesota Statute 429 project. So, whenever the Council wants to assess property owners for a public improvement, you can do so, but you must follow all the rules in 429, which is a very detailed process. This is the first step of a Public Hearing. You will have another Public Hearing later in the process, but along the way, there will be other hearings where you have to make decisions on it, awarding the project is another decision you'll have to make. As Amanda said, when the project is completed and you hold an Assessment Hearing, there will be notice to all the property owners. They will have an opportunity to come before you and be heard and object and that is their opportunity; tonight's decision is to order the project. So, if there are objections to my road's fine, please leave it alone, this is where the public should be coming and telling you that. If it's this is too much money, that really is an argument for the Assessment Hearing. So, again, this is a very statutory process; this is the hearing where you will order the improvement, where you feel like the feasibility report is

appropriate, that they have indicated all of the right factors, all of the right process for the construction, as well as how to pay for it. That's in the feasibility report as well. So, ordering the project is this step tonight, then it will go out for bids, bids will come back, you will award, construction will occur, and then we come back for the Assessment Hearing; and that, again, is another statutory process. If people don't like the amount, which cannot exceed \$7,500, the worst case scenario is it goes up just that much. That is absolutely the most you can assess for legally, without challenge and probably losing. So, I would highly recommend we not exceed that amount. But that is the Special Benefit that has been determined to be the value to these homeowners for their shiny new street at the end of the day.

Council Member Olsen thanked Attorney Land very much for explaining that. He thinks it important for folks to understand the chain of events as it relates to these kinds of projects; moreover, the numbers that we're seeing tonight are estimates, and we won't have a firm handle on that until we bid the project and ultimately until it is finished. Because it could very well come in under budget, and that final assessment number will exist only when that has been established. He thanked them for all their help tonight, the great explanations, and for taking his questions.

Mayor Bailey opened the Public Hearing.

Eli Weinmann, 9498 79th Street South, stated his main point, why he's standing here, is he feels that the project should not be ordered. His main objection is it comes down to an improvement versus a maintenance. In the Minnesota Constitution, Article 10, one of the sentences in that is that the legislature may authorize municipal corporations to levy and collect assessments for local improvements upon property benefited thereby without regard to cash valuation. So, the key word there is improvements. There have been other cases recently, neighboring cities, St. Paul, that have fought special assessments that did not improve, instead, they maintained, and they won. First Baptist vs. the City of St. Paul, in May 2022, is a very similar case. The primary purpose of charging individual property owners, like the roadwork in that case, was to raise revenue to pay for regularly-scheduled maintenance. So, his argument would be is this an improvement or is this maintenance; an improvement would be an upgrade from the baseline. So, the baseline of this neighborhood started when all the houses were built, and a brand-new road was made. That's the baseline. So, if we started with gravel, and we got a paved road, that's an improvement. We started with a paved road, much like it is today, and it degraded. To further explain this point, let's just say a house is worth \$100,000, and \$5,000 of that is because of the road that it resides on, a brand-new road. Thirty years later, if that road was junk, we could say that the house was worth \$95,000, excluding equity, just looking at the road. So, if, in that hypothetical scenario, that house needed a new road and the City redid it, that house would be theoretically brought back up to the baseline, \$100,000 valuation. That is not an improvement; that is just getting back to the point where it started, that is maintaining the road. If a newly-repaired road will increase our property value, that must mean that the degraded road would decrease the property value. He doesn't see the City paying us for the property value that that road decreased by. So, this is not an improvement, this is a return to

baseline. In that same case, First Baptist vs. the City of St. Paul, another excerpt from that was finally the name of the program itself was telling; the program was called Street Maintenance Services Program. If we look at our example, we will see under the City of Cottage Grove Special Assessment, Article 3, Subsection 1, types of improvements; this falls under, according to the presentation, full pavement replacement. The very next two words are major maintenance. Maintenance, that same PowerPoint presentation, he just noticed some other telling words that this would be a project that maintains infrastructure in good working order. We're not getting a road that improves where we started, we are getting a maintained road that is meeting expectations. So, I'm here to not object to the amount, but to object to the project itself. He doesn't think it stands up to every one of the stipulations in the Minnesota Constitution and the actual assessment policy itself.

Attorney Land stated the St. Paul case is a little off point because in that situation, you may recall the City of Woodbury had a road improvement program, and they assessed for any new development unit you had to pay the major roadway fee. They used it as a bucket of money. When any new development came in, regardless of whether its the street in front of that development was going to be improved or not, they put in all of that money, that major roadway fee, into the bucket that they used to pay for roads in other areas in the community. That fee was struck down because it was not a specific benefit to that particular development. The City of St. Paul was doing something similar. They assessed every single property owner in town a road fee, road maintenance fee, and again it just went into a big bucket. It didn't matter if your street was being improved or not, and that was struck down, rightfully so. This is following Chapter 429. The only people we assess are the people who are getting the shiny new road, which is exactly what the Statute was intended for.

Dan Schouveller, 7929 Jenner Avenue South, stated okay, when we do things, we buy things ourselves, we get our prices ahead of time; \$6,700 is a ridiculous assessment, I'm going to just say I expected \$4,000-\$4,500. I'm not saying we don't need roads, I'm not saying we don't need curbs, but what I am saying the number that we are being thrown at as neighbors is obscene. I kind of got a really good eye opening last night. I went up to a neighborhood, off of Hydram and 50th in Oakdale. Pulled into the neighborhood, beautiful neighborhood, very nice homes like Prestige Estates. Brand-new streets, brand-new curbs, and I'm like, hmm. So, I go talk to the gentleman I'm getting a hitch from, and I said, if you don't mind me asking, what did they do? He explained everything they did. They did exactly what we're getting. His total assessment was \$4,200, and this was done last year. So, I'm saying why so damn high? I just don't understand where this number comes in, based on even other people in Cottage Grove that have had these repairs. We seem to be really astronomical, and that's what I'm saying. If we come back in and you're going to tell me we're now going to bid this, and we come back to a number and say we're going to be about \$4,800, okay. That's good. But right now, to hear well, it could go as high as \$7,500, that I think is really, really high. It seems to be much higher than anything I've ever heard of for anybody for any assessments for this kind of repair in any development of Cottage Grove. So, that's my, that's my gripe. Thank you.

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

Mayor Bailey asked if staff or anybody wanted to speak on his (Mr. Schouveller's) comment about the money or the cost. The only thing I can tell you, and obviously you know we can't guarantee, the guarantee is the assessment value that they say is capped at \$7,500. Staff is usually pretty darn good when it comes to, I'll say my opinion again, erring on the high side. I cannot tell you, even I think last year, and I'm looking to see, I don't know who's going to be able to tell me, but last year when we did the streets that we did, the assessment actually came back less than the original amount that was shared with the public. So, ultimately, our goal is to get the deal as cheap as we possibly can, but obviously get a quality street out of it. It's been a long time for my neighborhood, I was also one that had a full curb and street replacement, and I thought mine was around \$7,000, and that was quite a few years ago. A bigger area, too, so when I saw the number that they're estimating for your area, I know it's high, I mean, it sounds high, but I compared that to what I had with my neighborhood many years ago that was bigger and had more homes on it, and the number was higher. I was kind of surprised, but I got a new road and a new curb out of that deal.

Council Member Thiede asked are we positioned to kind of explain to people a little bit how that assessment comes about, that \$7,500, and what the elements of that are, and whoever gets to that number, how they arrive at that number.

Attorney Land confirmed with Council Member Thiede that he was talking about the Special Benefit Appraisal. She stated appraisers have different methodologies in how they appraise properties. But whenever we ask them to do a road project, we ask them to look at the various different kinds of lots; whether it's a corner lot or in some of our projects there's commercial property, multifamily, single family residential. We ask them to take a look at the category of property, and then base it on their expertise on how they appraise properties for the value of the new street and the infrastructure that that provides. Comparing from the original value of the home or of the property to what that improvement brings to it. To be honest, I wasn't trained as an appraiser, so, I don't know all of the things and the factors that they consider, but they look at comparable properties within other communities; so, it's not just within the City of Cottage Grove on literally what the value of that home increased from a sales perspective, what it was before the new street project and after. So, they do a before and after assessment, comparing it to other properties. So, it is real data, and it is relevant data, not five-or-ten years ago, it's within the last timeframe they have in mind, 6 months, 12 months at the most. Then they compile all that together and average it out; so, they're not just taking one example of a property that maybe increased in value. They average it out, and that's how they come to this value. So, it's a lot of research. Again, this is their area of expertise, and they do this year after year for us.

Council Member Thiede stated sure, but he was a little surprised at the amount, too. So, he asked if it's possible if any of these homeowners would want to see that information and see how that number came about, that we're able to find that information somewhere.

Attorney Land replied typically what we do is this is a preliminary Special Benefit Appraisal; this is not a document that we consider public, but it is the number that we use to cap it. So, if someone wanted to challenge the assessment, which again happens at the second Assessment Hearing, in the fall, that is their time to object. It would go into more of a litigation mode in District Court, and the City then would actually have a full-blown appraisal report. And the appraiser would testify in court as to the value, and at that point, that appraisal is public. At this point, it is not public.

Council Member Olsen stated again, he's not sure who wants to take this, but the question is this: Could you take a moment and explain how the bid process works with respect to these sorts of projects? Because he thinks, again, it's important for folks to know what the bidding environment looks like and the way in which we receive those bids, and then essentially how we are bound legally in terms of bid that we would accept should we order the project.

Engineer Meyer stated one of the things that we strive to do is bid as early as we can in the year to ensure that we are getting a lot of bids and competitive bids. She thinks you've seen over the last few years our engineer's estimates are actually coming in maybe in the top quarter, when we compare our bids to our engineering estimate. When it comes to actually awarding the project, the recommendation is always the low bidder.

Council Member Olsen stated he's very glad that she mentioned the bidding environment; that is something that the team here at City Hall has done exceptionally well for as long as he's been on the City Council is try to get the bids in early. We want to be first in line because the various construction crews and companies are starting to plan their calendars out right now. They want to know where are my people going to be able to work, and am I going to have enough work for my people over the summer and into the fall, whatever the construction season looks like. So, being part of those early bidding opportunities gives us the most competitive marketplace. He appreciates her sharing that and again, by law, we're bound to take the lowest bid, which obviously we'll do. So, thank you.

Mayor Bailey stated the only other thing he'd like to mention for the public, too, is should the Council vote to approve this, this evening, to move to the next phase, he thinks, if he remembers correctly, the intent would be we'd go out for bids in the next meeting. Then the bids would come back, we determine if we accept the bids, and the bids would be accepted, obviously, if they're within a range. If the bids come back, and they're out of whack, we're certainly not going to accept the bids. We'd probably have a different situation that we'd have to deal with, or postpone, or do something different when it comes to the price of the bid. Obviously, there's a cost factor to the residents, a cost factor to the rest of the residents of Cottage Grove, because that's how the pavement management process is, it's percentages. He thinks actually in this case, it's a little bit less on the two percentages because there are a couple City parcels in there.

Council Member Thiede stated he was just curious, as she said they had a good turnout at the Neighborhood Meeting; he asked if she knew how many homes are in that neighborhood and how many were represented at that meeting.

Engineer Meyer replied there are 79 residential properties within this neighborhood; she believed we had about 25-to-30 individuals there. So, assuming there were two per home, probably about 15 homes were represented at that Neighborhood Meeting.

Council Member Garza stated she's just wondering, and it may be a small amount compared to the assessment total, but you mentioned that they would be doing some repair or replacements of the lights; so, is that an additional charge or is that already covered?

Mayor Bailey replied he could answer that. Any of those other items are actually coming out from separate accounts. We're all paying into those different accounts, sewer, streetlight funds, all of that kind of stuff, all of that would be covered. Those are fully funded by the other accounts that we have, and this is just the road itself that was a percentage.

City Administrator Jennifer Levitt stated she'd like to make one quick clarification. The assessment is based upon the total project cost. So, when we look at all of the roads, the curb, the utilities, which is the stormwater, sanitary sewer, water, streetlights, all of that total project cost is then divided by 45%; 45% is assessed, and then 55% is then being borne by those additional costs. So, she just wanted to be really clear that the residents are paying 45% of the total project cost, which includes those utilities.

Council Member Khambata said he had a question for Attorney Land; he stated he could go on the Revisor of Statutes and answer this himself, but he thinks she might already know. In 429.031, does it give a definition for an improvement?

Attorney Land replied that was a very interesting argument, the difference between improvement vs. maintenance. She's sure there is a definition; frankly, she hasn't been faced with that particular aspect of a challenge to the 429 Statute. It's usually about the Special Benefit, and that my property did not see, as some of the audience members indicated, that much improvement for that value. So, as far as his argument that this isn't an improvement, therefore, you shouldn't order it, I guess he's asking you not to order the project.

Council Member Khambata stated the reason he was going to ask that, as somebody who has read a lot of appraisals, improvement is a specific term in real estate. So, in real estate and in real estate contracts, an improvement is any positive permanent change to land that augments the property's value. So, for instance, if you'd read any standard appraisal, it would ask are there any improvements to the property, such as new roof, new siding, new driveway, updated kitchen, those things could be classified as maintenance. But in terms of real estate terminology, they're classified as improvements. So, I think there's a little bit of a misnomer happening there where I think I'm sure that the spirit of the law is again to address the augmented value of the property. So, if they're using that term in its real estate context, that's what an improvement is in a real estate context. He just wanted to add a little bit of clarity there. He doesn't have the authority to bring it up here; the Mayor may or may not. But he just wanted to add a little bit more clarity in terms of when we're talking about real estate valuations, improvement is a specific term for those type of value adds to a property.

Mayor Bailey stated the Public Hearing was closed, but if there is a question that you have afterwards, then he, one of our staff members, or our attorney would be more than happy to speak with you.

Motion by Council Member Olsen to Adopt Resolution 2024-019 ordering the 2024 Pavement Management Project; second by Council Member Garza. Motion carried: 5-0.

10. BID AWARDS - None.

11. REGULAR AGENDA

A. Proposed Discount Tire Facility at 8647/8649 East Point Douglas Road South.

Staff Recommendation: Adopt Resolution 2024-017 approving the Conditional Use Permit for a minor automotive repair use for Discount Tire, to be located at 8647/8649 East Point Douglas Road South.

Mayor Bailey stated Connor Jakes, our Associate Planner, will walk us through this.

Planner Jakes stated the application before you this evening is a Conditional Use Permit (CUP) for the proposed Discount Tire use. The site location is at 8647/8649 East Point Douglas Road South; the site is adjacent to the current Wendy's restaurant and the current Target site. The site is located adjacent to two major roadways, Jamaica Avenue South and Highway 61.

Site Background: Originally developed in 1991 for an automotive repair use. Following those approvals, a minor subdivision lot split was completed in 1992. The intent at that time was for that northern portion of the site, 8649, to be utilized as office space; however, the site was used as an automotive repair use since the original approvals. Most recently, Big O Tires occupied the site until Fall of 2023, when it closed. There were approvals for an automobile carwash granted in March, 2023, Rocket Carwash, but the Applicant for that proposal withdrew and is no longer moving forward with that project. The site is currently vacant. Proposal: Automotive Repair Use, Minor. The site is zoned Mixed Use, and the use requires a CUP, which is why the application is before you. The Applicant is proposing to use the existing site layout and building with minor updates to the exterior elevations, parking lot, and landscaping. Vehicle Parking: There are 34 stalls currently on site; the Applicant is proposing 38 stalls, with two ADA accessible stalls, and that increase in stalls comes from the northern side of the site. Currently, there's angle parking on site, and they're proposing to change that to 90-degree parking stalls. Architecture: The updated elevations are on the screen before you. The Applicant is proposing updates to paint, trim, and a new storefront with a canopy overhang on that. Landscaping: The Applicant proposed a detailed landscape plan, keeping the current landscaping on site, but with proposed additional plantings of 35 shrubs, 21 ornamental grasses, and 21 perennials.

Planner Jakes stated the recommendation is on the screen before you, and the Applicant is in attendance for any questions.

Council Member Olsen stated he happens to be real familiar with that building, he'd worked in there for a long time. He said that building is segmented; there's a business space in the garage and then there's sort of a storage space, and then there's an additional space at the end that hasn't been used for a really long time. He asked Planner Jakes if the Applicant is planning to use the entire building, or are they just planning on using sort of the garage space, sales floor space, and then back room space.

Planner Jakes replied the Applicant is planning to utilize the entire existing building; they'll submit for a Building Permit for the interior remodel and then utilize that whole interior.

Council Member Olsen stated he asked that question because the previous owner did not use that kind of third space that's further away from the sales floor space; so, they acted somewhat as a landlord and tried to encourage people to come in and utilize that space, and it just wasn't really successful. So, knowing that the Applicant is going to use the whole building he thinks is really going to be helpful in terms of just putting that entire footprint to use. So, he appreciates that information, that's exciting news.

Planner Jakes added that a condition of approval is also to combine those lots into one parcel. Council Member Olsen stated that's fantastic, thank you.

Mayor Bailey asked if the Applicant would like to come up and speak; he asked him to just state his name and address for the record.

Todd Mosher, with R.A. Smith, stated he's representing Discount Tire on this application. We are going to use the whole building. He thinks we submitted a narrative, which may answer some of the operational questions, if there were any, but the flyover is we're closed on Sundays, and we're open basically from 8:00 a.m. to 6:00 p.m. Monday-Saturday. We sell only tires and wheels; there are no oil changes or anything of that nature. All of the new tires are stored inside the building, the used tires are also stored within the building, and then they're taken away to be recycled. He stated he's sure you're all familiar with Discount Tire.

Council Member Olsen stated Discount Tire is an excellent operator, and it will be a nice addition.

Mayor Bailey stated he appreciates the fact that you're going to do upgrades to the building, bring it up to your standards. The Discount Tires that he's seen look very nice. He asked if they're going to keep the garage doors the same as they are currently; he actually drove by there and some of the doors are painted and some of the paint is peeling, so he didn't know if they were going to use the same doors and just paint them.

Mr. Mosher replied he didn't know yet because we haven't done the permit set yet; he thinks the elevations we submitted considered painting everything so that it matches.

Motion by Council Member Thiede to Adopt Resolution 2024-017 approving the Conditional Use Permit for a minor automotive repair use for Discount Tire, to be

located at 8647/8649 East Point Douglas Road South; second by Council Member Khambata. Motion carried: 5-0.

Mayor Bailey welcomed Discount Tire, said we'll be excited to see a ribbon cutting.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Thiede stated there's still time to really participate in Strawberry Fest. We have our meetings typically on the first Monday and the third Monday of the month, and most times they're at Carbone's. So, we'd love to see additional people there, we can use all the help we can get.

Mayor Bailey stated he's actually gotten some messages and good comments, as earlier this evening he had the opportunity to provide the State of the City address. He did it a little different this year, it wasn't live, we did it as a taping. He thought that worked better, specifically because we were able to show a lot of diagrams and pictures, more so than maybe we did if I was standing in the Council Chambers. He thanked SWCTC for doing such a great job of putting all that together, along with our staff; Jaime, specifically, helped out, so he thanked her for that. It is already out on Facebook, the City's Facebook, and you can link to that through our City website.

Mayor Bailey acknowledged what he'll say was some amazing work by both our Public Safety Department and our Public Works Department. As some of you may or may not be aware, around the Twin Cities and, frankly, around the nation, there's been a lot of copper wire theft going on. We had some of that happen here in Cottage Grove, which was fairly extensive in a couple areas. After that happened, one of our Public Works staff happened to be driving down a street and noticed that some of the items on the bottom of a particular street's streetlights looked like they might've been tampered with. So, that information got fed to our Public Safety Department, we put some officers on it, and the suspects were caught. We found that in their car they also had copper wire from St. Paul. So, a very good job working as a team, which our City does. Public Works noticed something, shared it with Public Safety, who then staked out the location and came across these gentlemen coming back to try to steal the copper wire. So, good job; please pass my appreciation along to everybody involved with that.

Mayor Bailey stated the season is starting to gear up at River Oaks. It's hard to believe that we're in February and the golf range is open, he doesn't believe the course is open yet. Starting on February 16, the Fish Fry begins at River Oaks; you can make reservations on our Facebook page for the link, or riveroaksmunigolf.com, or you can call River Oaks. The Fish Fry will be held every Friday, and you need reservations, so please do that.

Mayor Bailey stated looking out a ways, he hasn't seen anything specific on this yet, but there has been a really good Easter Brunch at River Oaks, which is on March 31. Eventually, there will be some information coming out about that, so you can make

reservations there for that brunch. There are other upcoming things there, like Dueling Pianos, so there are many events happening at River Oaks. He's been told by Director Koerner that Dueling Pianos is pretty amazing; Mayor Bailey stated he's not been there, but he knows Director Koerner has been there a couple times. He confirmed with Director Koerner that he'd said do not sit up in front. So, get your tickets so you can sit in the back vs. up in the front.

Mayor Bailey mentioned that we have a Workshop tonight, which is open to the public, and we'll be going into the Training Room for that. We will be reviewing our Police Annual Use of Force Report, which we do every year. We will be adjourning this meeting from the Training Room. He invited anyone who wished to do so to head over to the Training Room.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. Police Annual Use of Force Report

Staff Recommendation: Receive the Annual Use of Force presentation and abbreviated annual S.W.A.T. report from Deputy Director Brad Petersen and Sergeant Nicholas Bailey.

Captain Brad Petersen stated he and Sergeant Nick Bailey would give the fourth Annual Use of Force Report presentation. Nick's been working with me over the last couple years with Use of Force programs, instruction, S.W.A.T., etc. Tonight he will take part of this presentation, and the programs will be in good hands; I'll hand over all these programs to him and move on to other things.

Captain Petersen stated he'd echo the Chief's message that the Cottage Grove Police Department is a really special organization, and it stands out from many other organizations throughout the state. Our Use of Force program is one of those things that makes this really special; there are a lot of programs across the country that collect data and are sure to use that data and put that data on their website. We are one of the only organizations that I've encountered that actually use that data in a useful way. By that I mean we look at every Use of Force and power as an opportunity to improve our services, to get better equipment, change our policies, and change our training. So, the data we collect drives meaningful change, and that's what's kept us ahead of reforms and kept us away from any negative publicity and any liability over many, many years. So, this is one of the things that I'm both passionate and proud of, and you should be proud of it as well.

We're giving you a sneak peek at our new Mission Statement that you'll be seeing and hearing more about. Again, this speaks to our commitment to safety and community policing and the culture that surrounds itself with professionalism, safety, training, and things like that. Again, this is what makes us better than many other law enforcement agencies and what allows us to serve our community so well.

Our recipe for excellence you'll see throughout tonight's presentation that these themes will come up over and over again throughout: The way we collect the data, how

we use the data, how that drives our training, and leads us to using Best Practices and translating that to successful outcomes and saving lives.

As you know, this is how our Use of Force reporting procedure operates. When there's a Use of Force incident, the officer or officers involved have to notify their sergeant. The sergeant comes to the scene and has a number of responsibilities that they handle at the scene. The officers will then come back to the Police Department and do a supplemental incident report; that's separate from their police report, this is the process that feeds our data collection. The sergeant then reviews that, basically that's a QC check to make sure that all the proper inputs are in place, and then that report goes to the Use of Force Review Panel. They meet quarterly, look at every single Use of Force with a keen eye, to figure out how we can do this better and safer and more efficiently. Then all that data goes into a dashboard that's real time, it always feeds us information, we've got all the critical analytics there that are available at our fingertips at any given moment. We can look at that to immediately identify a variety of injuries, per se, or a lack of efficiency on a particular technique, or a particular officer that throws a red flag up because they're using an unusually high amount of force, or things like that. So, it's a physical tool, and then at the end of the year, this dashboard issues us this report.

2023 Data

Captain Petersen stated jumping into this year's data, as you know, our population is growing and along with that, our Calls for Service are also growing. Despite that, crime is trending down; so, to me, that signifies that our Police Department is doing something right. The interesting thing is despite 43,000+ Calls for Service, there's a very, very low percentage of Use of Force incidents. So, this year, we had 82 uses of force; in some of those cases, there wasn't even an actual Use of Force because we track all threatened uses of force and displays of force. That means if I point my Taser at somebody or somebody even sees me have my Taser out of the holster, in preparation for Use of Force, or I warn somebody that if you don't do X,Y, and Z, I will Tase you, that's considered a Use of Force in our department. So, that number of 82 isn't actually us Tasing somebody 82 times or striking somebody 82 times. In some of those instances, there were multiple subjects; so, you'll see that there were 103 people involved in our Use of Force incidents.

You can see over the past seven years that our number of Use of Force incidents and force has remained relatively stable, despite the fact that our call volume is increasing. That's largely in part because we put so much emphasis on deescalation strategies and coaching and mentoring our officers to not put themselves in situations where their only option is to use force.

As you know, as in past years, the majority of these Use of Force incidents are not incidents that are self initiated by the police; we're not out targeting certain populations. The last thing we want to do is take enforcement action that will result in a Use of Force, in fact, it is the complete opposite. We know the likely outcomes of Use of Force, we potentially avoid those situations unless there's a really good reason to take that enforcement action. Most of the time, when we use force it's because we are called to that scene by citizens through a 9-1-1 call, a person in crisis that's out of control, or it's

a crime in progress; so, in most of those cases, there isn't another option besides Use of Force.

Subject Demographics

Captain Petersen stated you can see in this first slide that most of the subjects that we use force against are not even Cottage Grove residents; those are the folks that are coming here to prey on our citizens, they're here committing crimes when passing through town, and we find them in the process of committing a crime. It makes it really hard to make any correlation between the race of the subject and the demographics of our community. So, I would use caution in drawing any conclusions from that, knowing that this number doesn't represent the people who live in our community, if that makes sense. Despite that, you can see that the demographics in terms of race closely mirrors the composition of our community. Lastly, you can see that as we know, impairment can be either mental illness, drugs, or alcohol, as those are significant contributing factors to Use of Force. I mean, that's common sense; people aren't in a good state, they're not making great decisions, and therefore they end up having force used against them, it all depends.

Actual Use of Force Types Used

You can see that last year we didn't use any striking techniques, very few takedowns, and that's significant because we know that those are associated with higher risks for injury. So, we reserve those for the most pressing and dangerous situations. We're teaching officers to use techniques that control the situations earlier, with lower levels of force, unless it's absolutely necessary to use a takedown or a striking technique.

Administrator Levitt asked for those of us that aren't in law enforcement, what do the others look like; the escort and the grappling Use of Force.

Captain Petersen replied an escort would be me grabbing Nick like this, like this, like this; some type of minimal control technique, just to control him from walking away or controlling him before he got an opportunity to fight, flee, something like that. So, it's taking control of them, but not taking them to the ground where that might cause injury.

Mayor Bailey asked what's grappling then. Captain Petersen replied grappling would be wrestling, essentially.

Mayor Bailey stated okay, so, they're doing something with you. Captain Petersen stated yes, and oftentimes that's on the ground. Say we go to handcuff somebody and they start to resist. We're pressing them up against the car with some bear hugging and some wrestling around against the car, that would be considered grappling.

Sergeant Bailey stated one thing we have done a lot with our training is we've really focused on changing kind of how we're taking people to the ground. So, we would focus more on controlling their descent to the ground. Say we do a two-officer takedown; we have someone going high and someone going low. It's not like they're just taking them and slamming them to the ground. We're actually pretty much grabbing them and walking them down to the ground. So, we control the descent, again, to prevent that injury of them hitting the ground hard, especially if you don't know what's on the ground, if it's a hard surface or something. So, we do a lot with trying to control the descent when we are going to the ground. Then, on the ground, if they're still wrestling around, someone might grab them and hold them.

Intermediate Force Levels: Captain Petersen said those are Taser, PepperBall, 40 mm. munitions, chemical spray, and batons. We haven't used a baton in approximately 20 years, so, we're going to give officers the opportunity to take that off their belt. So, some are choosing to get rid of their baton.

Mayor Bailey stated those are good to hold doors open and break windows; Captain Petersen stated that's right.

So, you'll see batons being phased out. We see that there's a reluctance to use chemical spray, officers aren't using that very often, and there's a couple reasons for that: The effects of that are very long lasting. So, if I spray Nick, he's going to be suffering for at least an hour, and so that pain and suffering endures after the arrest by patrol happens. So, there's been a lot of case law that's ruling against officers using it as a Use of Force because they continue to suffer even after they're in custody and compliant.

Council Member Khambata stated I've used bear spray on animals; it doesn't really go where one person is either, so for everybody's who in my space, everyone's a victim. I had a buddy who decided to push the button, and I found out the hard way that that bear spray is potent. My question is about the 40 mm.; is that like a rubber bullet, because it's less than lethal, but that's not pistol ammunition. What is that 40 mm. impact?

Captain Petersen replied essentially it's just a rubber bullet, but it's about that big. Council Member Khambata asked does it shoot out of a special gun; Captain Petersen replied yes, it's a 40-mm. launcher.

Captain Petersen stated with the chemical sprays, it's not being used very often, and there's some case law that's coming out that we're not real happy with; we made a transition a year or two ago to a new type of chemical spray that we can basically activate once we have the person in control. Despite that, officers aren't using it for the very reason that you said, because everybody's affected. So, one of the new things that we're going to do this year is implement a PepperBall BLAST, which you'll see here in a little bit.

In these other categories, you have a 40-mm. impact, which is a really good tool. When you're dealing with somebody that is very determined, high, drunk, dangerous, poses a high-level threat, that's kind of our go-to weapon choice, but also along with that comes a high level of risk. So, you don't see that get used a whole lot, but we tend to use this PepperBall because of its safety factor. Its proven very, very effective, and its really safe. Its the only non-lethal option that we have, a great tool that's used a lot.

Taser, as you can see, is still used pretty commonly, but you'll see in the subsequent slides they're not actually Tasing people. You see officers pulling out their Taser and saying, hey, get on the ground, or we're going to Tase you, things like that. So, there's a lot of displays and threats, but not an actual number of actual Taser deployments.

So, here you can see PepperBall is about 70% accurate; 15 out of those 20 incidents was just me taking my PepperBall gun out of the car because I might need it or it ended up setting on the ground when I'm going to use my PepperBall launcher. So, we're not even using any real force. In only five of those incidents we actually deployed the PepperBall. We didn't even directly impact anybody; it was used once last year. That's

me shooting in the area around Nick or in the room that he's in, so he's not even experiencing any physical harm or any risk of harm. So, four times we put it into the vehicle, the room, the general area that he's in, and then we had one deployment of the new BLAST. So, it's a very, very safe, effective technique.

Mayor Bailey asked so, when you're tracking these numbers, then, like you just said you had 20; so, of the 20, five you actually used it, right? And that's why you still track them, though, right? So, the other 15 it was just the threat of it.

Captain Petersen replied that's right.

Council Member Olsen asked Captain Petersen to take a moment to explain your review process because I know you review everything, every incident, every situation, and that will speak to where these stats come from. You guys look at video, you do the whole nine yards. So, maybe just a minute on how you collect this data.

Captain Petersen replied so, it starts with the Use of Force Report that the officers do, that's what triggers this whole process. So, we'll look at that, and that's largely just them inputting hey, I used the Taser, and I used it two times, and it was either effective or not, and nobody was injured. So, it's more administrative-type data. So, from there, we'll review their incident report, that's their narrative summary of everything that happened, so that we're understanding all the different facts surrounding the situation from the officer's point of view and from the witnesses' point of view. And then we'll actually go in and watch all the squad and body-camera videos. Most of the time that'll answer all of our questions, but if there are some unanswered questions, we'll interview officers, supervisors, and we have the ability to go out and interview witnesses and call people in to acquire other testimony or explain other things. And, so, we'll keep digging until we get all the answers that we need. We haven't had to take it that far yet; usually, in the course of that review, we get all of our answers that we need. And then, through the course of that, if we discover that there's some type of significant policy violation or their actions were not reasonable, that stops our investigation and we defer to Command for an Internal Affairs investigation.

Director Koerner stated actually these are so infrequent. The other day we did a traffic stop where one of the operators was dead. I bet within five minutes into it, there were 20 of us watching to see what, you know, why this person did that.

Council Member Olsen said when you presented this information before, I think one of the very compelling pieces of information is the degree to which the department takes this; it's taken exceptionally seriously and I know you're a PepperBall expert, I know that, and Nick, you're a Use of Force expert, but all this data comes together to help you train better. I just think it's so awesome, first of all, how quickly but moreover, how deeply we dig into these things, looking for what could we have done to avoid this, how could we handle this differently, what are some of the things that we may want to change up in our training. You know, we're lucky, our officers get a lot of training, and a lot of it has to do with this.

Captain Petersen said yes, absolutely, I appreciate that.

Council Member Khambata stated I'm noticing a trend with these Use of Force categories, 69% effective, 71% effective. Is it safe to say that 30% of your Use of Force interactions are somebody who is just that determined?

Captain Petersen replied that's the part that we're dealing oftentimes with people that are under the influence of drugs or alcohol, which reduces their responsiveness to anything that involves pain or manipulation or things like that. Oftentimes, they're very determined, in a very emotional state, so, they're not going to respond to our techniques. Another part of it is humans just don't perform well under stress; even trained law enforcement officers, we can't be perfect all the time. So, I might try to do a technique on Nick, and I just can't execute that technique for a million different reasons, right? The ground's wet, it's cold, I just screw up, and so, despite our best training, you know, the best equipment, we still have to train on 70% effectiveness with pretty much all of our techniques. It's shocking to any department, not so shocking depending on the level of interest in this topic; that's way, way, way above the national average because most departments are looking at 30%-to-50% effectiveness if they're doing a good job. So, we're proud of that 70%, and so it's quite an achievement when you can sit in that category.

He said the other reason we track this effectiveness rate is so that officers understand that despite all the cards stacked in our favor, the training, equipment, Best Practices, you have to plan on the fact that there will be certain times when what they're trying to do isn't going to work. So, they can't come into a situation with only Plan A, because that Taser doesn't work a second time. So, they have to have Plans A, B, and C, and have a fallback plan to deal with and transition into those plans quickly so they don't get target lock when option A is not working; A, A, A, A, it's still not working, you need to know a guy with a gun or a knife is still advancing on you and causing a threat.

Council Member Khambata stated I wasn't trying to imply that that number was low, I was actually thinking that was pretty high. And then as far as determining if the specific tactic was effective, how do you define effective when you're talking about Use of Force?

Captain Petersen replied it kind of depends on the situation. It's somewhat up to the interpretation of the officer, and sometimes it's left up to the best judgment of the Review Board. So, if my intent, my Use of Force, is to just stop Nick from advancing on me, and I take my Taser and I tell Nick, stop, and he stops, then that would be effective. If my intent is to completely incapacitate Nick with my Taser, and it doesn't do that, then that's ineffective even though he stopped, but I wanted him to go to the ground and do the crappie flop. Even the fact that he stopped isn't effective. So, it's largely dependent on the intent of the officer.

Captain Petersen stated the Taser kind of speaks for itself, we're not actually deploying it very often at all, so it's mostly a threat or display. 40-mm., no actual deployments, we went through threats. K-9s: Everybody's favorite topic. So, the yellow you can see the total for our K-9s. You can see it's being used frequently for two different things: It's a search tool that enhances our ability to search a wooded area, an open area, or a building. And its used as a presence or a deterrent to crime; people are scared of dogs,

so when we pull a dog out, they tend to listen to us. Zero apprehensions among those three dogs; again, we're reserving those K-9 apprehensions for those people that truly, truly need it. Enhanced Restraints: Applying soft restraints, which you might see in a hospital or an EMS setting, and sedations; those are EMS functions, whereas putting a spit hood on somebody or applying hobbles, which is basically tying their legs together with a little device, those are law enforcement functions. We look at this from a public safety model perspective, knowing that when we're using these techniques, there is a ton of risk and a ton of liability associated with them. So, we're really sensitive to these topics for obvious reasons. I can think about a number of different incidents across the country in the last few years where people are dying in custody, and this is where it happens, when we're starting to hog pile on top of people and restrain their legs and sedate them, things like that. So, we're really tuned in to this. This number might seem alarming at first because it's increased over the last couple years, but it's important to note that the vast majority of those incidents are being attributed to two particular individuals, both juveniles who have special needs, at one particular group home. So, we're having a recurrent problem with two people at one group home. One of them I brought to your attention last year, he has since left town, but was replaced by the second individual, who has given us a problem over the last year but is now gone. So, hopefully, fingers crossed, we won't have a third and you'll see these numbers start coming back down. Because this gives us some concern every time we do that, there's a lot of risk associated with it. Pursuits: In 2022, we had 32 pursuits, a lot of risk and liability associated with that. Last year, we only had 19 pursuits, so that number is coming down. After that year's really high number of pursuits, we started to think about and implement tactics to reduce that risk and liability and make it safer, and so we implemented this blocking technique that we'll tell you more about in a moment. The idea behind the blocking technique is to A) Prevent pursuit in the first place, or B) Have a safe conclusion at the tail end of that pursuit. So, that was used successfully six times in the last year. Stop Sticks were used only once, and PIT maneuver only three times, which is good news.

Council Member Olsen stated that came way down.

Captain Petersen stated yeah, as you know, every time we use a PIT, there's a cost associated with that.

Deadly Force: Our fourth year in a row without any deadly force incident. You can see over the past seven years, we've only had one incident. So, what that translates into is a very, very small percentage of incidents. One is too many, but compared to the national average, we're doing a good job in preventing and mitigating the effects of those incidents. Injuries: Captain Petersen stated more good news is very few injuries this past year. Our officers only had five very minor injuries, which include getting cut and bruised, some minor pain. One incident loss, a loss of work time, and it was one week of lost work due to an ankle injury. Our subjects had very minor injuries as well, five paramedic evaluations, five decontaminations; so, a decontamination would be where we spray somebody with Pepper Spray or a PepperBall, and we've got to clean them off to reduce the impact on them after they're in custody. No significant injuries.

Captain Petersen stated this is one of the numbers that I think is the most important for this series of numbers because it directly shows how effective our training is, how

safe our tactics are. There are no other departments that can report that safety margin, this is incredible. Citizen Complaints: This is the third year in a row where we've had no citizen complaints regarding Use of Force for our department. Council Member Olsen stated that's amazing, that's awesome. Captain Petersen stated yes, we can brag about that. Three years in a row, zero complaints from the citizens regarding Use of Force incidents. That is amazing, that's a direct testament to professionalism and dedication of our officers, the training, the equipment, Best Practices, and policies that we have in place. Another year of no cases referred to Command on the part of our residents; the incidents were deemed reasonable and fit policy. We had five that we identified as an opportunity to make some type of improvement, whether it was a tweak to our policy, a minor adjustment for training, an adjustment of our tactics, something like that. And we're getting really, really picky now. We've been doing this for a number of years, and now we're getting really picky and going back to our officers, like you did a great job, but you can do better by doing X, Y, and Z.

Council Member Khambata asked, how is that feedback received?

Captain Petersen replied very well. Obviously, our officers were skeptical when we first launched this four-or-five years ago; they didn't know what to expect. They didn't know if we were going to come to them with discipline in hand every time they screwed up, but within the first year, they realized we're not out to get them in trouble, we're only there to protect the agency and improve them and protect them as well. We handle the vast majority, up to this date, we handled every single incident with coaching, mentoring, and training. So, we're not trying to get them in trouble or discipline them. We're like hey, you can do better by doing X, Y, and Z, let me help you do that, and they respect that, they appreciate that.

Director Koerner stated we have a younger department now, too, and they want that kind of mentorship.

Council Member Khambata stated I would thrive on that. It's like okay, this, obviously, a Use of Force is an escalation in risk for both myself and the other party. I would want to know how to avoid more dangerous situations, but I think there's, as somebody who's not in law enforcement, I think it would be easy to like feel like I'm getting by if somebody brought something like that to me.

Council Member Olsen stated it's in the presentation, isn't it? But the thing that's neat is now that you've got sort of a track record of doing this, it's becoming cultural. I think the more you continue to do this, the more opportunities for coaching and development that you take from the reviews and apply to the training and so on and so forth, you're going to recognize this is just what we do. This is just how our department rolls.

Captain Petersen stated to your point, they're starting to do it by themselves now. We went to the Review Panel, and yesterday we had an incident where an officer got bit during a Use of Force encounter. And before I even had a chance to look at the video or do anything, I walked back to Roll Call, and they were already sitting back there watching and critiquing themselves, critiquing each other, telling each other how they could do it better, and what they did good. I sat back and watched it happen; they're doing it for themselves now. Council Member Olsen stated yes, that's fantastic.

Captain Petersen stated so if someone's using deadly force, and deadly force is extremely rare despite what you might read in the newspaper or are led to believe if you watch TV. Most Use of Force incidents are resolved with deescalation strategies or the threat of using force. But our low injury rates are indicative of our safety and our tactics and the type of training. In almost every situation, officers are using Best Practices and exercising nearly perfect judgment.

Captain Petersen stated he's going to hand it off to Nick, so he can talk about training.

Sergeant Bailey stated Brad just went over last year's Use of Force numbers and the data we collected. So, now I will talk about kind of what is our plan this year for training, intending to have that high standard that has to do with good judgment and decisions made.

Obviously, the P.O.S.T. Board kind of has their training standards of what an officer needs in their P.O.S.T. license and renewal cycles. We go way above that, we believe strongly in exceeding those P.O.S.T. standards, and that's what we do by training the amount and to the level that we train. We really promote with our officers to be professional, make smart decisions, we're there to try to help people and make people safe, even if they're having a bad day. Ultimately, we want them to be proficient and knowledgeable of changing laws, State laws that are out there, to ultimately give them the skills so they can be successful and ultimately have that safe outcome when dealing with some things on the street. We also want to make sure that they're aware of everything, all the laws, and changing of the laws, because when they change, we have to change our tactics. And a lot of times we're kind of ahead of the curve on that; we know they're changing things, doing things before the law changes or a policy change.

Council Member Olsen asked does Lexipol help you with that?

Sergeant Bailey replied yes, Lexipol helps us to build those and push out new policies, so we're always looking at Lexipol. We always have our officers looking at it and telling us, hey, did you guys see this new case that is coming out? And we do our best to stay on top of things; the last thing we want to do is be behind the curve.

Director Koerner stated Lexipol just reached out to us, as there's some changes in the pursuit policies; they pushed it out to all the chiefs and they also pushed out their new changes to Lexipol, so we'll be getting an update, too.

Council Member Olsen asked Captain Petersen if he wanted to comment.

Captain Petersen stated so after a change in case law or a new Statute is enacted, we're responsible for that change that day, whereas Lexipol might not push out a policy recommendation for three months, six months. So, we're constantly monitoring, we've got to make that change on day one and not wait for Lexipol's recommendation.

Council Member Olsen stated all right, thank you.

Sergeant Bailey stated ultimately, with our training, our goal is to want to provide the best service we can to our citizens. Now, one thing to note with our training, we're not just training how to be proficient in firearms and wrestling around on the mats. Our training plan is a lot more comprehensive than that. We train deescalation strategies, we need to train culture awareness, we train in dealing with mental health, our report

writing, how to write better reports, how to investigate crimes better. So, we don't just strictly focus on firearms and wrestling around on the mats. We do a lot of other training so our officers are more well rounded when it comes to the time of having to use any type of force or deal with anyone in our community.

Obviously, with Use of Force and a Use of Force situation, things happen quick, things happen quick and fast, and ultimately, we need our officers to make good judgment calls. A lot of times they didn't make that call in a split second; so, that's why we really want to make sure that they are very proficient in everything they do. Ultimately, our officers are liable, civilly and criminally, if they make a mistake, and use that excessive force. The department and the City are also liable, though, if we don't train our officers and if we're not supervising them properly. So, it's very important that we continue now to train the way we do at our higher level. Ultimately, it might cost us something up front, but it's going to save us a lot on the back end to prevent any type of excessive force, any type of lawsuits.

Sergeant Bailey said he kind of touched on this earlier, our training emphasis. So, we've obviously had movement in our department; so, again, we're not just training on the firearms, we're not just training on the wrestling on the mat. We're developing instructors, new instructors; our instructors that are here now aren't always going to be the instructors. So, we're developing instructors and developing leaders for our department. We are working on those deescalation strategies, we're always focusing and pushing deescalation and dealing with mental health. We have our Case Management Unit (CMU) out there, Sergeant Shaver is our new CMU, now that Sergeant Young got promoted. So, we're out there trying to be proactive, preventing multiple calls for service that could potentially lead to a Use of Force, because we kind of saw that data before. Mental health calls, when we're on those, they can lead to a Use of Force, and there are a lot of unknowns when you're walking into those. So, we do our best to try to train officers, to get out there and be proactive on preventing us having to even get called out there.

Council Member Olsen asked Nick if he could ask a quick question, and if you're not able to answer, maybe Pete or Brad, but going back to your previous slide where you talked about liability. We're liable, if I'm a police officer, I'm liable as an individual, but as a City, we're also liable for certain behaviors because we employ that individual, what does the training look like. So, here's the question: What do you do if you have somebody that you're concerned about, you feel like maybe they're not operating at full capacity, maybe there's a mental health thing, maybe there's a PTSD thing. What do you do in those circumstances, beyond just training, to ensure that we mitigate that liability? How does that work?

Sergeant Bailey replied obviously, you're referring to the officers, right, themselves? Council Member Olsen replied yes.

Sergeant Bailey stated obviously, mental health for our officers is very important, and we're already taking steps to make sure officers are okay. We do our annual mental health checks where officers sit down with a counselor, and they have an hour of time, more if needed, to talk, making sure that they're doing okay. It's their time to talk with them. We've developed our Peer Support Group; so, we have a Peer Support team that

makes sure that they have their phone numbers listed throughout the Police Department if you need to call anyone and talk to anyone. If an incident happens, they'll check up on your officers, they'll make sure they're doing okay. So, we're already kind of taking those steps because mental health of our officers is very important. So, we do those yearly checks. They also offer counseling services, free of charge for the officers, throughout the year if they want to take part in that. And that can be for anything, that's not just necessarily something job related, it can be family related, money related, whatever it may be. We offer those services to our officers to kind of, again, be ahead of the curve, to try to catch stuff if something is starting to happen, catch it before it becomes a big problem.

Captain Petersen stated I'll add on to that, elaborate a little bit. We've also changed the culture in our Police Department where it's okay to admit that you're having problems, whether it's family, financial, mental health, substance abuse issues. We've made it okay to admit that you need help; we made all those resources available to people through either AIP, free counseling, a whole list of different resources that we have available. Knowing that every individual is not always going to admit they have a problem, we've also increased awareness training for all of our officers so that we can recognize problems in our peers and in our friends in the department. So, I can put my finger on a number of times where I've walked up to officers and said, hey, are you okay? Do you need some help, do you need some resources? If they're refusing my help, and I suspect they're heading down the wrong path, my next action may be to go to their supervisor. And then that supervisor has that chat, and Pete's having that chat, and it won't stop until that officer is getting help. Ultimately, if they're in a place where they're not making good decisions, we'll take them off the street; so they're not going to put themselves or the community in a place where bad things and liability and a negative result could occur.

Council Member Olsen stated I appreciate the answers from both of you because I know that it's been a very hot topic within the world of law enforcement for the past several years about the stress, the strain, how difficult it is. A lot of times we have people who are either ex-military or perhaps they're in the National Guard or something, and maybe they experienced something in that role that they're dealing with. I think you nailed it, we've made it okay for people to say I'm not okay. That's a massive change, and I love the fact that you talked about we're teaching awareness, too. Because if you see your buddy's struggling, and they may not want to admit they're struggling, I mean, that creates liability for the City, it truly does. So, somehow or another, an intervention has to occur, right? So, I appreciate that.

Captain Petersen stated lastly, I will add that we have a lot of ideas in terms of wellness, safety, peer attention that are in the hopper that we're really excited to share with you real soon. So, those are going to be phased in and are soon to come.

Council Member Olsen stated thanks for clarifying that. I just think it's such an important thing, especially now. There's a lot of people who aren't going into law enforcement, we've got to take care of the ones we have.

Director Koerner stated let me just add one more thing. Great response to that, we invested in Guardian Tracking years ago, too; it's turned into 95% of it is "atta people", a

lot of good, good jobs. But there is that early warning detection in there, and it's better now that we're all on the same crews; but before, when you had like two sergeants, we would document tardiness. And so, all of a sudden they have this shift they're late, this shift, so, we can identify some of those things, too. But like they said, the culture's way different than ten years ago. I mean, you don't have to come in and say you're under a doctor's care for depression, you just do it; 20 years ago, we had to report to our chief what prescriptions we were taking. So, people would rather not take a prescription than report to their boss on what they're on, but that's some good software, too.

Sergeant Bailey stated so, I'll just continue on the training emphasis. So, like Captain Petersen said, vehicle pursuit and intervention techniques, and we'll kind of show you an example of that, upcoming. Just like I referred to earlier, just on our tactics, the takedowns; we're kind of changing the way of how we're taking people down, a simpler, easier, and safer way of doing it, controlling that descent. And then like all that other stuff, realistic firearms training; we're not just sitting there shooting paperwork, we're incorporating more movement because if that is going to happen, the chances of you just standing still are very slim. So, we just want to make sure that our officers have the skills and ability to be accurate at that time, whatever happens. And then there's officer wellness, and like I said, reporting writing and investigative skills; those are all things that we incorporate in our yearly training plan.

Speaking of that vehicle intervention technique, this is kind of what this intervention technique looks like. The whole purpose of this technique, again, if we can prevent a pursuit from happening, that's the number one goal. If we're coming across a vehicle that this guy has fled from police every single time they've tried stopping him, what we will try to do is this intervention technique; we'll just prevent that he can't run, even if he wants to, at least not in his vehicle. So, what it entails is these two vehicles, they go and they will block that vehicle in, and they will do a low speed intentional contact with that vehicle, essentially pinching that vehicle in. That vehicle can try all they want, but they're not going to move. Then you have the other two vehicles on the sides, they're going to come in and they're going to give support now to the officers that have that vehicle blocked in; and we then now can control, at what level of control, where we're going to have these parties exit the vehicle and how we are going to get them into custody. We can move people around, we have more vehicles in the back if we need to take a driver out first. We can have more people over on this vehicle, and then with the passenger, we can then send people over there, and we can do that from behind our vehicle. So, the officers are safer, and the vehicle's not moving, and we can kind of really control that situation a lot better than we have in the past.

Captain Petersen said a couple things to note, too, like this might alarm somebody initially, with our new boxed-in technique, but this vehicle lasted three days of us playing bumper cars with it. These vehicles are currently in our fleet with zero damage on them, so every officer in the department doing this for day after day after day, zero damage to those patrol vehicles. And at the end of a couple days, we towed that piece of junk away and that tow was donated by SouthEast Towing. My point being zero damage to those vehicles. Now, sometimes this is going to happen on the street, and there's going to be some damage, right? As leaders, we need to be okay with that, knowing that we're

preventing bigger risks down the road. I'm okay with a broken bumper or a dented fender because I know the risk that that subject poses to the community if we're chasing all over town at high speeds. So, we've educated our leadership team, and I would just ask the leadership in this room to be okay with that, to a point, right? As long as we're being reasonable, understand that some minor damage could happen, but we're hopefully preventing bigger problems down the road.

Sergeant Bailey stated so this is just kind of a snapshot of what our training throughout this whole year is going to look like. So, with monthly in-service training we will have 8 hours of Use of Force, 4 hours of firearms. Now, you're going to start looking at all those other ones: Patrol tactics, driving and pursuit intervention, reality-based training, investigations, wellness, medical training, and there's also a mandatory policy review, so we make sure officers know the policies.

We have 56 hours of total monthly in-service training. When we're not training monthly, we are always training or trying to train on duty. So, we have 6 hours of on-duty firearms, we have 4 hours of on-duty simulator, and then we also do our patrol online, which is going to be 23 hours, and then our on-duty policy through Lexipol, which is 3. So, a total of 92 hours with all of those. P.O.S.T. Board standards are 16 hours a year, so, we're doing more than that. And that's not including the external training officers are being sent to; obviously, officers have that option to go and seek out external training and attend those trainings as well.

So, with that Use of Force review and changes that happened, obviously, our equipment and our policies change and get updated. Like I said, we're always trying to be up to date and ahead of that curve. So, that first slide there, that talks about that vehicle intervention, that blocking, so, in 2023 we changed our policy to allow for that low speed intentional contact with the suspect vehicle.

As Captain Petersen talked about with the asp, people haven't been using the asp. We're now giving officers the ability to not carry the extended baton; they can start carrying some of the other options that are now out there, like the PepperBall BLAST, if they don't want to carry the chemical spray. So, that policy was revised.

Taser: So, we all carry Taser X2s now, but they must be replaced by 2025; so, we're generally right now planning on purchasing Taser 7s. Ultimately, that's because Taser isn't going to be supporting the X2s anymore come 2025. And then, with that also being said, C.S.O.s and Reserves are no longer carrying Tasers; a lot of C.S.O.s were carrying the X26s, like the Reserves. Again, Taser just isn't supporting those anymore. So, now we are going to be equipping them with the PepperBall BLAST and a PepperBall pistol, and we'll show you what that looks like.

The final thing is we purchased a small robot and an interior drone for the Patrol Division; again, those are just extra tools and equipment to allow us to safely search residences, search areas where we don't have to put a person in there to search it. We can try to get as much of that searched, 99% of that searched, before we even set foot inside.

Sergeant Bailey said so, this is that PepperBall BLAST, kind of what it looks like, that we've been talking about; I don't know if you want to touch base any more on that.

Captain Petersen said I'll be happy to do that. So, its a pocket carry or belt-carry device that shoots a cloud of a chemical substance out; the same principle as the PepperBall launchers, it's just smaller, single-use only. It'll be easy to carry on your belt or your pocket. It's using the same weight, essentially, as the OC spray. PepperBall Pistol: It's a great tool for C.S.O.s or Reserves. We're not ever going to put this in the hands of our sworn officers, just to completely eliminate the possibility of weapon confusion; so, I don't ever want our officers to be in a situation where they confuse the pistol with the PepperBall pistol. So, our sworn officers will never, ever touch that thing in the field.

Council Member Olsen stated that's a smart decision.

Mayor Bailey stated he has a question on this one; is there a desired area of the body that they would want to hit with it?

Captain Petersen replied yes; so, our first option would be not shooting the body at all. I would shoot at your feet, the wall around you of the room that you're in. If that didn't work, then I would shoot anywhere from center mass, avoiding your head and the sensitive areas.

Sergeant Bailey stated so now I just want to talk about a case that we had, an incident that we had last year. The outcome was a very good outcome compared to what it could've been, but because of all the training, the changes to equipment, how we do things, that ultimately, without a doubt, led to a positive outcome in this instance. So, we had a call to a residence where there was a person in crisis; he had made threats to kill his family, harm his family, and then ultimately barricaded himself in a bedroom. The initial officers responded and they were able to talk, use effective deescalation, get family members out, and just really get a good containment on that residence. Once containment was established and the family was out, officers then grabbed ballistics protection, the less-lethal option, PepperBall, and a PepperBall launcher. They also had a CMU officer and a S.W.A.T. negotiator out there, to try to really start talking to this individual and really work on just come out, we're here to help, and we want to get you the help you need. We need you just to come out. Ultimately, when that didn't work, we then consulted with S.W.A.T., but due to the capabilities of our officers that we had on patrol, the resources and the equipment that we had, it was pretty much decided that we could handle this. We could stay to resolve this, based on the circumstances, without having to get the whole S.W.A.T. team involved in this, just because we have that high level of training, we had all those tools and all that equipment. So, after some time, the decision was made that we were going to breach the door of this bedroom, but then backing up to a safe distance. Ultimately, we're using PepperBall to area saturate that bedroom. Well, what happens is then let's open the windows, let that come out, but we also had a PepperBall launcher outside; so, then we started putting rounds through to saturate that bedroom, through the outside, which made that subject not want to have the window open anymore. So, now that chemical is starting to stay in that room, and it really kind of persuaded him, just come out to us, and we'll get you deconned and we'll get you the help you need. After some time, after several applications of PepperBall, the subject ultimately walked right out of the bedroom, obeyed commands, he was placed in handcuffs, and got the help he needed. So, it was a very positive outcome. After it came all the way to the Use of Force Review Board, it was really determined that it was

effective response by patrol, it was effective deescalation and CIT strategies. It was a great use and effective use of CMU, the S.W.A.T. negotiators, the resources we had right there. Everything that we did was effective: The less-lethal options with the PepperBall and the tactics that were used, and the communication coordination between the teams inside vs. the teams outside ultimately led to a successful outcome.

Captain Petersen stated the reason I put this in there is it kind of summarizes, wraps the essence of all of this data tracking, trending, training, the different weapon systems, practices, and policies. It all comes together, it all comes like this, where we can successfully and safely resolve the situation and get the individual the help he needs, and everybody goes home at the end of the day. These are happy endings, and that only happens through everything we talked about tonight. It starts with data collection, analyzing that, and then using that to make meaningful changes so we have these outcomes. And, so, that's why we used this case summary, because that wraps everything up.

S.W.A.T.

Captain Petersen stated we're going to through an abbreviated S.W.A.T. Report real quick. For those who don't know, our S.W.A.T. team is a multijurisdictional team, comprised of members of the Sheriff's Office and each city in the county. Those are our numbers: We have 43 tactical, 15 attack, 15 negotiators, 5 paramedics, 1 chaplain; out of those numbers, Cottage Grove has 6 tactical, 2 attack, and 2 negotiators on the team. Our team is considered a Tier 2 team, according to NCOA standards, meaning that we are qualified staff, we're equipment trained in full, a full spectrum of tactical missions, including hostage rescue, active shooter, high-risk warrant, barricaded subjects, civil unrest, and security missions.

So, these are our missions; as you can tell, we've been trending up for the amount of missions. In 2023, we had 64, which was 14 more than the previous year, but that's mainly due to a couple things: If you look at this graph here, our PR events, we had 24, and then we had 22 QRF missions; QRF is a Quick Response Force team that also is involved in the events. What we've been doing with our S.W.A.T. team is we've actually been trying to get out to these different events doing demos, being present and doing a lot more community engagement and involvement with the community. And people love it, they see the truck, they see all the equipment, and just letting the community know, hey, we're human, we're here to help you, and we've had a very positive outcome to that, a lot of positive feedback with that.

Director Koerner stated he would say we were one of the first departments that started doing the demos, at Strawberry Fest, and then all of a sudden Woodbury was like, hey, we want it here, too. So, it's the norm at all of these community events now.

Captain Petersen stated when S.W.A.T. proposed this idea to the County, there was a lot of apprehension. They didn't know how it would be received in their communities, and so, we tested this idea in Cottage Grove, knowing that we had the full support of Council and our citizens. And it sure proved that the citizens love it, it's very effective, and obviously, it's carried over afterward, so, it's been a great success. It's being implemented throughout our County and across the metro now.

Council Member Olsen stated I'd put our S.W.A.T. team up against anybody.

Captain Petersen stated absolutely; we're the best equipped, professional, well-trained team that I've seen in the country. I'd put us up against L.A., NYPD, all of them.

Captain Petersen stated so, again, with the QRF missions, we do a lot to just be present and be there in case something were to happen; to have that quick response and have that just in case, right? It's better to have it and not need it than need it and not have it. A good example of that is at Strawberry Fest a couple years ago, there was an incident just a couple blocks away. Council Member Olsen stated a suicidal male, I remember that. Captain Petersen stated our QRF team that was at Strawberry Fest responded to that, and we ultimately took that guy into custody pretty quick. Mayor Bailey stated he was shooting off rounds, which Captain Petersen confirmed. Council Member Olsen stated he remembered you guys were like, okay, we've gotta go.

Sergeant Bailey stated one of the missions of our S.W.A.T. team is we train all the patrol officers throughout the County, and we are responsible for changing practices and increasing their capability to handle results. So, as a result of that, you see that there's been no area searches, no barricaded subjects, very few warrant services; that's all being handled by patrol now, where traditionally, that was a S.W.A.T. mission all day long, every day. Patrol's handling that now.

Council Member Khambata told Sergeant Bailey this might be hard to provide empirical data for, but do you feel like those QRF responses are keeping those scenarios from escalating further, like just simply the presence of S.W.A.T. early in that process prevents it from kind of escalating any further than it would otherwise?

Sergeant Bailey replied I would, 100%. Yes, I don't have the data to prove it, but I would 100% say, yes, it does. And then an example would be if you get someone that's barricaded, I can't tell you how many times all of a sudden people in green and different equipment show up, and all of a sudden they're out; like, all right, we're done. So, it definitely does help prevent it, people see it, but also with that quick response helps pretty much solve that problem really quick. Just because, all right, now there's obviously a team here that has the equipment and stuff that I'm just going to be done.

Captain Petersen stated I can tell you this, in the summer of 2022, at our city festivals, there was a Woodbury gun incident, an Oakdale gun incident, we had that incident at Strawberry Fest, and at the County Fair. Since we exist across the County, none occurred in 2023, and I can't say that's a direct causal effect, but it's the only way I can quantify they're successful, to your point.

Captain Petersen stated in 2023, we did not do any No-Knock Search Warrant operations and, obviously, no nighttime warrant service. Those are only considered for very dangerous situations, when there's no other safer option.

S.W.A.T. Training Plan

Sergeant Bailey said we train 190 hours a year; every month there is a 10-hour training. We do a Spring in-service training at the HERO Center, which is 30 hours, and then a Fall in-service, up at Camp Ripley, for 60 hours. Our specialists, like our snipers and our breachers, they have separate trainings; so, the snipers do a 2-hour shoot every month. Our breachers train 4 hours quarterly, and our negotiators, our techs, also have training; I think for this coming year it's going to be almost monthly, as well. Plus, we offer our

operators to go to different external courses and conferences; we host our basic S.W.A.T. course, that's coming up at Camp Ripley, for our new operators. We also, like Captain Petersen said, do most training of patrol officers and supervisors to help prepare them for situations on the street.

2023 Accomplishments

- In 2023, we completed 64 missions. As Brad just talked about, that includes event security, community engagement with the QRFs; we've gained a lot of support, it's been very successful.
- We ordered a new armored vehicle, a new BearCat, and that arrival is slated for October 2024.
- We acquired a Level IV Ballistic Rolling Shield.
- We're always looking at ways of restructuring our team, to make sure everything flows the best, as it should.
- We enhanced our training for our negotiators and our tech operators; hence, that's why they're training more.
- We adapted to the new NCOA standards, which changed again; they seem to be changing a lot, but ultimately, with those standards, we still meet those levels of the NCOA standards to stay at that level, a Tier 2 Level team.

Sergeant Bailey stated we'll open it up for any questions you have of us.

Director Koerner stated he had just one thing to point out, because Brad is too humble and he wouldn't tell you. This year Brad was given the 1 in 100 Award, and that's the highest level for all of this, everything he's talked about here. So, the team, Countywide, recognized him at the awards banquet this year. He won't ever tell you that, but I had to tell you. Administrator Levitt congratulated Brad.

Captain Petersen stated I know this is a long presentation, but I feel it's important for you guys to know what a great job this department is doing; it gives you the information and the tools you need to answer those questions about why do we train so much, why do we spend so much on the equipment, and things like that. So, I would hope that you take this message out in the community and mention it to them, too, so they continue to support us. I can't tell you how much we appreciate your support, and thank you.

Council Member Khambata stated it was a great presentation.

Mayor Bailey asked on the Use of Force numbers that you guys were showing, would that also include like if our officer went into another city as mutual aid or whatever? Captain Petersen replied yes.

Mayor Bailey stated so, our numbers would incorporate them, even though they're in another jurisdiction. Captain Petersen stated even our S.W.A.T. and Mobile Force Officers that go out of the city on a mission that's exclusively S.W.A.T., our numbers represent that as well.

Mayor Bailey told Director Koerner, tonight they were mentioning that there were some additional changes coming to pursuits. I like the idea, by the way, I've seen that

on a YouTube channel that they do that box technique to try to stop, other than Stop Sticks and that. What's the changes that you're speaking of?

Director Koerner replied ours have already encompassed them, and Brad can speak about this

Captain Petersen stated so, literally, the P.O.S.T. Board put out their model policy, and it's going to result in a lot of changes for other agencies; it's going to be zero changes for us, we already have it, so. Council Member Olsen stated we're ahead of the curve again; Mayor Bailey stated which is cool.

Mayor Bailey stated the reason I bring it up is the one thing; first of all, kudos to all of you guys because the fact is that we keep getting recognized. Even, I can't remember, a couple weeks ago or a month or so ago, we got the report that shows we're one of the safest cities in the United States, or in the whole State of Minnesota. And that doesn't come by chance, that comes by training and with individuals like yourself. But what concerns me when you talk about pursuits is the word is on the street; like, if I could just get to St. Paul, or if I could just get to Minneapolis, I'll be good, right? Whereas, I want to make sure that as you guys are doing this and doing every technique you possibly can, I also don't want to have people come to town and think they can steal and do all the things that they do, and that we're not going to pursue them, per se, if we aren't able to do the box-in technique.

Captain Petersen stated quite the opposite is true. We have a reputation for enforcing crime and that has a deterrent effect. Mayor Bailey stated I'm glad that that's the case. Director Koerner stated he said at a big public meeting that Cottage Grove will enforce the law. Council Member Olsen stated we do the police work here.

Mayor Bailey stated you made a comment about the new BearCat, is that going to be stationed here then, or where does it go?

Captain Petersen replied it's going to be north; so, the brand-new one is going to be at the Sheriff's Office, the old one is going to go to either Forest Lake or Hugo, and then we'll still have our MRAP.

Mayor Bailey stated that's why I was curious. So, one will be there and one is at the County seat and then we'll have the MRAP.

Captain Petersen stated as you know, the goal has been distributing our equipment throughout the County so that we've got less than a 15-minute response time to an incident, no matter where it's at in the County. That's everything from a less-lethal tool to a ballistic shield to armor to robots and drones. We've got that redundancy and the ability to respond with any piece of equipment in 15 minutes in the County; so, that's a piece of our S.W.A.T. philosophy.

Mayor Bailey stated the last question is on all that data that you shared with us, are you guys able to break it down to how much is like youth, like under 18 vs. over 18?

Captain Petersen replied yes.

Mayor Bailey stated the only reason is because that one example you're using, and a couple of them you were sharing was youth in crisis, maybe it's a kid with mental illness or something's going on. I'd be interested, personally speaking, to know what is that, or are you guys dealing more with, I'll say, troubled youth?

Captain Petersen replied statistically, yes, but I think it's because of that one particular group home. We just had this conversation in preparation for this workshop, as we were building the PowerPoint. We actually have to tell you, like it seems like we're having more, but it's hard to extract that from the data because that one group home is causing so many incidents that it's skewing the data.

Sergeant Bailey stated in the last two years, you have one juvenile, he leaves, and then you get another juvenile right away; it was like they just swapped places.

Mayor Bailey asked when those things happen, I know that we were working on that one individual, then they swapped out with another, but is there a way for us to put kiboshes if we keep having a problem with a particular property? Because I know we have ways we can do things with residences, but on a group home situation, is there something we can do?

Director Koerner replied, well, Council Member Khambata, you probably want to talk first.

Council Member Khambata stated no, there is a specific State Statute that doesn't allow us to regulate group homes for juveniles.

Mayor Bailey stated the reason I'm asking is if you had a problem, it's a property, but maybe it's the people that are running it that cause the issue.

Council Member Olsen stated a lot of them aren't equipped to handle the level of. Mayor Bailey stated well, I know the one wasn't.

Council Member Khambata stated part of it is the zoning; we can't regulate it out of zoning. So, if you want to operate a group home in a residential environment, State Statute won't, at least from what I read, allow us to. I only know this because there's a group home behind my house, and my neighbor is like, can't we stop it? And I said I'll look into that.

Council Member Thiede stated yeah, we've had issues with that. He and Council Member Olsen discussed a previous HOA incident, but Council Member Thiede pointed out that that was many years ago.

Council Member Khambata stated yeah, so it seems there's a concern that it's going to be problematic. On the Health and Human Services side, I don't know that at a City level we could make it less likely, but I don't know how without like being arbitrary.

Mayor Bailey stated but if somebody has a group home, you don't want to have issues, that's what I'm talking about. We have many group homes in our community that we're not having issues with.

Council Member Khambata stated adult group homes we can regulate, but juvenile group homes we can't.

Director Koerner stated what I can tell you is they're licensed either by the State or the County, and we were at all levels with that group home down on River Acres where we're calling the director. And these were both people on probation from Dakota County, and so, Sergeant McCormick was involved in that, with Case Management. We went down every avenue with probation. We don't want our officers to get jammed up or hurt, and we have one of our officers that got scratched. So, we were very aggressive on this with contacting every person we could, even contacts with the County Commissioner in Dakota County. We were like you guys have to quit sending your people to this profit group home, they're a fine business with the right clientele, but

they're putting the wrong people there. And just working with the hospital, too, because Masonic in Minneapolis wasn't taking him, but we worked with the caseworker, we were like we can't go through all of this, we have to bring this kid there. There's a lot, it's just really challenging, but as far as licensure and stuff, last year I learned a lot when the neighbors started calling.

Captain Petersen stated the CMU officers worked heavily on both of these cases, and they were largely responsible for resolving them. But I don't know how many hours worth of work it took.

Director Koerner stated I know the residents out there are very appreciative, just in our communications, they're not mad.

Council Member Khambata asked can we bill the billable hours to the group home?

Director Koerner replied we actually have the ordinance with Excessive Consumption of Services, so that's one of them, but with mental health crises we can't. We're looking at everything.

Council Member Khambata stated from a high level standpoint of like being on the Council and thinking what's in the Council's best interest, I think you guys are doing an exceptional job on like risk mitigation, but that sounds really boring and kind of very impersonal. On a personal level, I think that risk mitigation translates to better work-life balance for officers and not having so many stressful days. I see that as a huge recruiting tool for bringing in and keeping good officers. So, I just have to commend you guys on the job that you're doing. Yeah, the outcome is we're going to be less likely to have a high-profile incident, but on a day-to-day level, I think it's better for our department.

Director Koerner stated we're already recruiting officers that want to come to a department that does community engagement and is supportive of police.

Council Member Khambata stated it's about the culture; it's okay to not be okay, you know, kind of holding people accountable for just making sure that they're coming to work and able to support their fellow officers. The last thing you would want is to rely on somebody, and have them not be able to assist or something like that, and put somebody's else's life in danger. So, I think the culture is really impressive. I think where we stand on how we address and mitigate stressful situations and the fact that we're an example of how to do things right, I think you guys are doing a really good job.

Captain Petersen stated those kind of words are really appreciated, and just know that we recognize we couldn't do it without your support. So, thank you.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 9:57 p.m. Motion carried: 5-0.

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



City Council Action Request

7.B.

Meeting Date	3/6/2024		
Department	Community Development		
Agenda Category	Action Item		
Title	Advisory Committee on Historic Preservation Minutes		
Staff Recommendation	Accept and place on file the minutes from the October 10, 2023, meeting of the Advisory Committee on Historic Preservation.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2023-10-10 ACHP Minutes</td></tr></table>	1.	2023-10-10 ACHP Minutes
1.	2023-10-10 ACHP Minutes		



MINUTES
CITY OF COTTAGE GROVE
ADVISORY COMMITTEE ON HISTORIC PRESERVATION
October 10, 2023

Pursuant to due call and notice thereof, a meeting of the Advisory Committee on Historic Preservation was duly held at the Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on the 10th day of October, 2023.

CALL TO ORDER

Chair Reckinger called the meeting to order at 6:08 p.m.

ROLL CALL

MEMBERS PRESENT: Herb Reckinger (Chair), Joseph Gall, Corinne Marz, Tony Brinkman, Linda Johnston, Jacob Grundhauser

MEMBERS ABSENT: Marie Sumstine

OTHERS PRESENT: Councilmember Dave Thiede; Mike Mroska, Senior Planner; Conner Jakes, Associate Planner

APPROVAL OF THE AGENDA

Motion made by Gall to approve the Agenda with no changes. Grundhauser seconded. The motion passed unanimously 6-0.

APPROVAL OF MINUTES

Grundhauser made a motion to approve the August 8, 2023 meeting minutes as is with no changes. Johnston seconded. The motion passed unanimously 6-to-0.

OPEN FORUM

No one spoke.

ACTION ITEMS

Historical Display Case Concept Design Review

Jakes summarized the memo and displayed the concept design for the historical display case on the projector. Mroska stated the timeline proposed for the top of the display is still being finalized. The item was opened to the Committee for comments, errors, and any updates that needed to be made. Grundhauser stated it would be beneficial to include how many one-room schoolhouses

were present at the time and make note somewhere on the display board. The Committee agreed that the concept design looked appealing and met the intent of displaying and communicating history to residents. Johnston inquired as to where the photo contest winners would be displayed since the current display case has a plaque that states, "Photo Contest Winners." Staff stated the photos are now posted online and are no longer posted within the display case.

Grundhauser made a motion to approve the historical display case concept design with the inclusion of the number of single room schoolhouses displayed and the timeline finalized. Gall seconded. The motion passed unanimously 6-to-0.

DISCUSSION ITEMS

Historical Display Case Future Topics

Jakes summarized the memo regarding future display case topics so work could begin on the next rotational display. The Committee produced several ideas for topics that could be done for the display case including the following: Military Road, the railroad, river corridor, commercial areas before and after (focused on restaurants), cemeteries, Henry Lewis and Henry Bose, mayors, City Hall, the Langdon area, street renaming in 1967, and the Sieben Bridge area before and after. Grundhauser also made note that a social media post or display case could be done focusing on the Unification Vote which occurred around 1963.

Staff asked the Committee if there were any certain topics they would like to see for the next display following the schools of the past. The Committee responded that they are open to any idea that staff can gather sufficient information on but would be most interested in commercial areas before and after with a focus on restaurants.

PROJECT UPDATES

Certified Local Government Grant Application

Jakes summarized the memo regarding CLG grant applications and gave examples of what the grant funds have been used for across the state. Gall inquired as to the amount of funds available for the grant pool, Jakes stated there is estimated to be about \$125,000 for the upcoming cycle. In addition, Jakes stated there is a 70:30 match required with the City needing to match 30 percent. He explained the match can be met through staff/committee member time or through a cash match, and that staff is working with the finance department on if funds are available in order to apply for the grant cycle this January. Staff stated if there is not enough time to apply by this January, the plan would be to come back to the Committee and apply the following year.

Preserve MN 2023 Conference Report

Jakes summarized the memo regarding the Preserve MN 2023 Conference. Discussion occurred around the revitalization of Mankato's downtown and the art/sculpture walk that was created. Jakes also stated that the SHPO provides grant opportunities for up to a total of five staff and committee members to attend the conference, so next year there is an opportunity for committee members to attend the conference that will be hosted in Red Wing.

Social Media Postings Bi-Weekly

Jakes summarized the memo regarding regular social media postings to occur bi-weekly. He further stated that staff was proposing to begin postings with the ACHP playing cards that were

previously created. Staff stated each card was scanned and the information digitized so the photo and brief write-up could be included in a social media post. The item was opened for discussion; the Committee did not have any comments and stated it would be a good idea to begin with the playing cards. Once the playing card posts run out, the Committee could then produce new social media postings or new playing cards.

Additional discussion centered around the larger goal staff presented of an online database of the historic files contained by the City. Staff stated there is a large number of paper files within City storage and the goal would be to digitize the files and have them available for viewing on the City website. In addition to the database, staff also discussed doing interviews with residents regarding the local history of Cottage Grove and posting the discussion online with a recording. It was noted that Eden Prairie has an example of what this could potentially look like.

HISTORIC INQUIRIES, ARTICLES, AND RESEARCH INFORMATION

Chari Reckinger stated Cindy Yff, who has been researching the Old People's Home & Cemetery, attended the Southern Washington County Historical Society meeting recently and discussed her research.

Mroska gave a brief updated on Dodge Nature Center as they connected to City utilities, which required clearing of some trees so onsite buildings are now more visible. In addition, the facility also constructed a blacksmith forge that will serve for blacksmith classes.

Mroska gave a brief update about the Furber House and the Furber Barn which are located at 7310 Lamar Avenue South. The property is now for sale and staff has received numerous inquiries regarding the property. The house onsite is designated on the National Register of Historic Places and the barn is designated on the City's Local Register of Historic Places. Grundhauser requested for the committee to tour the property and buildings prior to making a vote on any items related to the property.

COUNCIL LIASON COMMENTS

Councilmember Thiede inquired as to whether staff was informed of the communication he had with City Administrator Levitt regarding puzzles. Staff stated they were not informed but that it sounds like CLG grant money could potentially be used as it would be under the public education category of grant applications.

COMMITTEE COMMENTS

Grundhauser inquired as to whether there are any updates relating to the Cedarhurst property. Staff stated there is no update.

Chair Reckinger inquired as to where Kwik Trip is looking to locate. Staff responded that the current site for consideration is located at 9484 Glendenning Road.

Chair Reckinger inquired about the construction activity occurring at the corner of 95th Street and Jamaica Avenue. Staff stated Hohenstein Liquor Distribution has approvals to construct a distribution facility and onsite construction is beginning to occur.

Chair Reckinger inquired about construction activities occurring at Hamlet Park, staff stated there is trail repaving and water main work being conducted.

Gall stated Bev Gross, past Committee member, passed away recently and inquired as to whether anyone has been in contact with the family, and if the Committee would be able to obtain any of the historic files she had. Staff and Committee members stated they have not been in contact with the family.

Gall inquired as to whether staff or the ACHP has ever researched Native American history within Cottage Grove. Marz gave a brief synopsis of the Native American History of Cottage Grove. Jakes stated he would research City files and documents to determine if there is any documented information on the Native American History within Cottage Grove.

Marz informed the Committee that the Hastings Historical Society is arranging and hosting an event commemorating the historic Gettysburg document. The event was planned for November 19 at the Oakwood Cemetery.

Brinkman stated it would be a good idea to interview current farmers within the community as part of the historic interviews as they have many interesting stories that people would like to hear. Reckinger stated an interview with the Gerlach's would also be a good idea.

STAFF COMMENTS

There were none.

ADJOURNMENT

Grundhauser made a motion to adjourn the meeting. Gall seconded. The motion passed unanimously 6-to-0, and the meeting was adjourned.



City Council Action Request

7.C.

Meeting Date	3/6/2024		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Minutes		
Staff Recommendation	Accept and place on file the minutes from the January 22, 2024, Planning Commission meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024-01-22 PC Minutes</td></tr></table>	1.	2024-01-22 PC Minutes
1.	2024-01-22 PC Minutes		

**City of Cottage Grove
Planning Commission
January 22, 2024**

The Regular Meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, January 22, 2024, in the Council Chamber and telecast on Local Government Cable Channel 16.

Call to Order

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

Roll Call

Members Present: Pradeep Bhat, Ken Brittain, Jessica Fisher, Evan Frazier, Eric Knable, Emily Stephens

Members Absent: Derek Rasmussen

Staff Present: Emily Schmitz, Community Development Director; Mike Mroska, Senior Planner; Conner Jakes, Associate Planner; Riley Rooney, Associate Planner; Jennifer Levitt, City Administrator; Amanda Meyer, City Engineer; Crystal Raleigh, Project Engineer; Kori Land, City Attorney, Tony Khambata, City Council Liaison

Approval of Agenda

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

Open Forum

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

Chair's Explanation of the Public Hearing Process

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

Public Hearings and Applications

6.1 Holcim 2024 Mining Permit – Case MP2024-002

Holcim MWR, Inc. has submitted their annual mining permit application to continue mining and processing aggregate materials in the Nelson Sand and Gravel Facility located at 11250 Grey Cloud Trail.

Mrosla summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Patty Bestler with Holcim MWR, Inc., 2815 Dodd Road, Eagan, stated Mrosla summed up their annual application very concisely. We're going to continue with the operations, as we have done for the last 20-plus years that she's been with the company. The only change this year, which was introduced later in the season last year, is the suction dredge that will remove sand that was put on a previously mined-out area in the 1980s when they didn't have the technology back then to go as deep and get the reserves as we are doing now. So, we're going to try to lift that sand off and try to get those sand and gravel reserves that are underneath the sand that's been sitting there for all these years. Otherwise, their environmental permits are all in good standing: We have an air permit with the Minnesota PCA, an individual stormwater permit, our tanks are all secondarily contained and are registered with the State of Minnesota. With her tonight is Joe Neumann, our new Plant Manager at Nelson; he assumed that role last August or September. She'll be happy to answer any questions, but none were asked.

Frazier stated per City Code, this is not an application we need to hold a public hearing on; so, he asked if there was any further discussion by the commission. As there was no discussion, Frazier stated he'd look for a motion.

Brittain made a motion to approve Holcim's 2024 Mining Permit subject to the conditions stipulated in the staff report. Fisher seconded. Motion passed unanimously (6-to-0 vote).

6.2 Discount Tire – Case CUP2024-001

Halle Properties, LLC applied for a Conditional Use Permit (CUP) to utilize the existing building and site layout for a minor automobile repair use onsite at 8647/8649 East Point Douglas Road South.

Jakes summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Frazier stated Big O Tire used to be there, presumably they had a CUP as well; he asked if the reason we're back for a new CUP is because it sat for more than a year since being used for that purpose. Jakes replied the original approvals in 1991 was when the site was actually zoned B-3 and permitted automotive repair use by right, so there was no CUP required. However, the current Zoning District of Mixed Use requires a CUP so, we're taking this opportunity to have current approvals for the site. Frazier stated understood and thanked Jakes for the explanation.

Frazier asked if the Applicant wished to approach and add anything additional. Todd Mosher, with raSmith, on behalf of the Applicant, clarified that Discount Tire, which most of you are probably familiar as they're in the Twin Cities area already, will have a primary use of just tires and wheels. They don't typically do any auto service-related things like oil changes, mufflers, brakes, or any kind of fluid stuff; they might sell windshield wipers or minor accessories like that. Other than that, he's familiar with the staff report, and they're looking forward to coming to town with your approval. He'll be happy to take any questions.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Stephens made a motion to approve the conditional use permit for Discount Tire subject to the conditions stipulated in the staff report. Knable seconded. Motion passed unanimously (6-to-0 vote).

6.3 Gerber Collision – Cases SP2024-005 & CUP2024-005

Gerber Collision & Glass, LLC has applied for a Site Plan Review and Conditional Use Permit to construct a 16,940 square foot auto collision and glass repair service at 7300 West Point Douglas Road South.

Rooney summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Frazier asked if the Applicant wanted to approach and add anything additional. Jason Dutkovich, with Charles Vincent George Architects, Naperville, IL, thanked the commissioners for reviewing and considering their application. He's certainly happy to be here and bringing this project to the area. Gerber is a great company that is expanding across the nation fairly quickly, bringing a high end, high technology collision center to this area. He'd be more than happy to answer any questions that might come up.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Fisher made a motion to approve the site plan review and conditional use permit for Gerber Collision & Glass subject to the conditions stipulated in the staff report. Bhat seconded. Motion passed unanimously (6-to-0 vote).

6.4 Mississippi Landing – Case PP2024-003

Rachel Development, Inc. has applied for a preliminary plat to be called Mississippi Landing for a subdivision consisting of 377 single-family lots that will be located on the former Mississippi Dunes Golf Course site.

Schmitz summarized the staff report and recommended approval subject to the conditions stipulated in the staff report. Schmitz had Paul Robinson, Development Director with Rachel Development, Inc. and his team speak about the project, as well as some of the environmental work that's already been done.

Robinson gave the history of their company: It's existed for about ten years, they've done 95 projects, about 5,800 housing units, including single family, senior/memory care units, and apartments. With his previous employer, Bancor Group, Eastbrooke in Cottage Grove was developed. We're now amending the plan that Pulte had started. He spoke on the following: Property background, review/compare their revised plan to the previously approved pre-plat, review example homes for each lot type, touch on theming/amenities, and give a summary of PUD flexibilities. He also had Melissa Barrett from Kjolhaug Environmental speak about the environmental work that they've done since the EAW was completed.

Robinson spoke about the site: Public Land & Development Area, Topography, Natural Drainage Patterns, Existing Watersheds, Wetlands, Stormwater Ponds, Soil Analysis/Bedrock. Their goals:

- Create a high-quality neighborhood, connected to the river and open spaces adjacent to it.
- Provide a variety of homes and a variety of price points.
- Keeping the trail connections.
- Keeping the open spaces and wetlands.
- Financially viable in the market by trying to create the right mix.

Three Neighborhoods: 40-foot Detached Townhomes; 52.5-foot Single Family; 65-foot River Neighborhood

Robinson compared the previously approved preliminary plat plan by Pulte and the amended Rachel plan:

- One of the biggest changes was the last plan had some twin homes and condos and had 50-foot lots along the edge, so about 163 units.
- We took and spread that same sort of mix, about 183 units, into that detached townhome area.
- The previous plan had kind of a section of 60-foot, then some larger 60-foot lots, all on the west side; we kept the single family on the west, but made those slightly smaller.
- We moved all of the larger lots all along the river, closer to the amenity, closer to where we can maybe gain some more value out of the neighborhood, and provided for housing that isn't actually as prevalent in this part of the City.
- The previous plan had 372 total units, and we have 377, so five more, but basically within the same range.
- The EAW was planned and developed for 499 units; so, we're well below that threshold.

Robinson stated one of the biggest changes they made was taking the ponding from all around the outside perimeter and moving into the site to create a little bit more open space and amenity within the neighborhood and not just a cluster of homes in the middle. We think that was a good change, and it was well received by our builders.

Other Changes: The previous condo-townhome area had about 60 units, now it has 23. River Neighborhood: Changed 60- and 50-foot lots to 65-foot lots; moved ponds along the river to the back; added a landscape buffer to create a more unique area there along the river.

Three Neighborhood Products:

- Capstone: 40-foot lots, Detached Townhomes or starter homes, price range: Low to mid \$400K.
- M/I: 52.5-foot lots, Single Family, two-story Smart Series, price range: Mid \$400K to low \$500K. Single Family Villas are more of an empty-nester product, so we're trying to create some lifecycle housing here, price range: High \$400K to low \$500K.
- River Neighborhood Single Family Custom Homes, similar to Eastbrooke, price range: Starting in mid-high \$700K. We have more interest in these than we can take builders, so we're in a position where we're trying to pick the best combination of builders that can work together for that area.

Site Entrances/Theming: We're looking at using some of the limestone onsite and from the area. For the theme, we're trying to base it more like a national park, we're part of the River National

Park. This monument actually was designed after Zion National Park, so he thinks it's going to have a really nice feel when you come into the site.

Trails and Sidewalks: When people go around the neighborhood, there's over three miles of trails and sidewalks to connect the neighborhood, and then eventually another 1-to-1.5 miles of trails in the City park. So, this will be a great amenity, not just for the neighborhood, but for the City as a whole.

Flexibilities: There are a number of flexibilities, some of which Director Schmitz will also be reviewing.

Environmental/EAW: Robinson asked Melissa Barrett to speak about these.

Barrett stated she's been an environmental consultant for 20 years. She stated one of her main jobs at Kjolhaug Environmental Services is to basically help clients work through the various type of environmental regulations that apply to their projects. We do a lot of wetland consulting and she's been dealing with rare species a lot. As most of you are aware with the EAW, there were a number of environmental comments; the main one was the NHIS letter from the DNR that was included as an appendix in the EAW. It identified a number of potential environmental concerns on the site; she actually started working on this project with Pulte Homes in 2022, right after the Record of Decision was issued, and they were beginning to try to pick through the comments that were made and tried to start working on all of the to-do items after the EAW was approved. The NHIS letter indicated that there were a number of occurrences of rare species within a one-mile vicinity of the project area. She displayed a table that basically summarizes the NHIS letter into the various occurrences within the area: Federal: Endangered Rusty Patch Bumble Bee (RPBB). State: Endangered bird species, two. Threatened plant species, two. Special Concern species, six. They talked about various mussel species, but they didn't elaborate on which ones were in the area.

Barrett addressed the mussels first. The NHIS letter stated that if the project were to impact the water quality of the river, then a Mussel Survey would be needed. We evaluated this, and we are not doing that survey as it doesn't need to be done. That concern of impacting the water quality of the river is addressed by the Erosion Control Plan that the engineer prepares, as the site goes through the permitting process, and also with the Stormwater Pollution Prevention Plan; namely, the stormwater basins, infiltration basins, the erosion control, the silt fence that goes up. So, the Mussel Survey doesn't need to be done for this project. Of the four listed State bird species, two are Threatened, and there are two of Special Concern; no bird surveys have been done, and they're not going to be done as long as the developer adheres to avoiding tree and shrub clearing from April 1 through August 15, those surveys are not needed. There were two other Special Concern species on the site; one is the snake and the other is the Leonard's Skipper, which is a small butterfly. There was a recommendation from the DNR to use a biodegradable erosion control blanket, and the developer has added that to the plans. A survey will not be required for these species either; they are Special Concern, and we verified that surveys for these would not be needed with the DNR. She'll speak about that further with our report from Midwest Natural Resources.

To address the two Endangered State Species listed, which are Seaside Three-awn and the Louisiana Broomrape, the two Special Concern species are Hill's Thistle and Purple Sandgrass. The DNR letter specifically said that a qualified surveyor would need to conduct a habitat as-

assessment in any undisturbed areas impacted by the proposed project. If potential habitats for these species is documented and those areas cannot be avoided, a Botanical Survey will be needed. We varied from this a little in that we contracted Midwest Natural Resources (MNR) in 2020, and we asked them to just survey the whole site. We didn't ask them to only survey parts of the site; their task was to just go out and see what they could find anywhere on the site, within the golf course project and the private properties that were on the west side of the project. We didn't have them survey anything on the east side of the railroad tracks, as we knew that was off limits for the project; everything to the west of the railroad tracks within the project area, we decided to go see what we could find anywhere. When we send MNR out to look for species, they know that there is the potential for these out there, but if they see anything else, they have to report it; they don't put their blinders on, so, they do a whole plant list of what they've observed on the site. MNR is on the DNR's list of qualified surveyors; if you're going to do a rare plant survey, you have to be on the approved DNR list so that they know qualified people are out there doing that. Before they go out, they verify their methods, their protocol, and their timing so that they know that their survey will be accepted by the DNR later. Of the two Endangered Species that have been known to occur in this area, they found Seaside Three-Awn in the very southeast part of the project, the site boundary but outside of the project area. They did not find the Louisiana Broomrape, and they did not find the other two Special Concern species, Hill's Thistle and Purple Sandgrass, on the site.

In addition to the known occurrence of the Rare Plant Species, the DNR letter referred to Sites of Biodiversity Significance on this site. There's a database for the DNR, and these are publicly known polygons; you can go online and check them out, and those were done in 1987. This site was mapped before the golf course was developed. So, the letter notified the Applicant in the EAW process that there are sites of Biodiversity Significance out there. The dark green on the map is High quality, the light green is Moderate quality, and the purple is the Low quality. The DNR letter talked about the potential for the Dry Barrens Prairie to be on this site, so there's sites of Biodiversity Significance and then there are some Native Plant Communities, and they kind of overlap on each other; they're kind of similar but different. So, on this map, the yellow is the Dry Barrens Prairie, on the Native Plant Community map from the DNR, and the red is the Pin Oak/Burr Oak Woodland. When MNR was hired, we told them not just to go look for plant species, we also said we want you to map the site for any Native Plant Communities. MNR pulled this information so they kind of had an idea of what might be out there and where, but again, they just map the existing conditions as they currently are present today.

Rare Plant & Native Plant Community Map: Barrett stated this map shows the current existing conditions, which MNR found there. There are the Rare Plant Communities in the little blue blocks in the southeast part. They found one Native Plant Community remnant, the NPC-1, kind of in the central part of the golf course, it's about .17 acres of Dry Barrens Prairie; it's obviously not as large and had a Condition Rank of D. Condition Rankings: A is high, good, very nice quality; D is the lowest ranking. The larger prairie that was mapped in 1987 is no longer present. They found another Dry Barrens Prairie remnant in the very southeast part of the site, surrounding those rare species, which makes sense; this is kind of the least-altered part of the golf course. It appears when you look at historical aerial photos. That one had a Condition Rank of BC, and that is outside of the project boundary. They didn't find the Pin Oak/Burr Oak Woodland, as you saw it on the previous map; what they found instead was a Sugar Maple Basswood forest, and that had a Condition Rank of C or C-D.

The MNR Survey Report was submitted to the DNR for approval, and the DNR issued an email response on October 11, 2022. A summary was that the DNR confirmed approval of the Survey Report dated August 14, they concurred with the MNR findings, and it stated that a State Permit is not needed. That means that they acknowledged that the rare plants are out there, but that the proposed project is not expected to impact those rare species and so a State Permit is not needed. In October 2023, when the project kind of picked up again, we requested an updated NHIS letter from the DNR. The first letter was in 2021, and those are usually good for about one year. She provided the DNR with the studies we had done, and they were aware of them, and we received this updated NHIS letter. The summary from that letter is that Molly, the DNR staff person, did not believe that the proposed project will negatively affect any known occurrences of rare features. So, again, the different staffs come at it a little differently, but again, there is no further work needed. There were no new Native Plant Communities listed in the new NHIS letter, no new sites of Biodiversity Significance, no new Rare Plant occurrences within a one-mile vicinity. Nothing changed from the previous letter to the new letter except the fact that they acknowledged that we had done some work in the interim. They did not request any additional surveys. There are no Rare Species Permits needed for the project as long as the development project adheres to avoidance measures: That remnant Dry Barren Prairie in the southeast part of the site does truly become part of the SNA in the future, that it's not developed; Tree and shrub clearing is avoided from April 1 through August 15; Erosion control netting that's wildlife friendly for the snake; Recommended that seed mixes be native seed mixes when they revegetate the open space areas.

The other item that was on the very first NHIS letter was the Federally Endangered RPBB; it's on the NHIS letter from the DNR because there was a cooperative agreement with the U.A. Fish and Wildlife Service (FWS) that they will always kind of look over those things. So, this letter is dated December 11, 2023. When the project picked up again last year, Barrett started working on the rare species items again and submitted what is called an IPaC (Information for Planning and Consultation) Assessment; that's an online tool through the Federal government to assess what Federally-protected species might be on your site and to determine if there's going to be an affect to them. They didn't have this tool during the Pulte timeframe, it's kind of a new tool, so she didn't use this tool before; previously, when she was working for Pulte, she directly coordinated with FWS with regards to the RPBB. This will give you an idea of what the printout looks like if you were to do it today:

Northern Long Eared Bat, No Effect;
Higgins Eye Mussel, No Effect;
Monarch Butterfly, No Effect;
Tricolored Bat, NLAA (Not Likely to Adversely Affect);
Whooping Crane, No Effect;
Rusty Patch Bumble Bee, May Affect.

The RPBB makes sense because when you do the worksheet, you put your site boundary in there, and this site is in the high-potential zone for the RPBB. Any site that is in the high potential zone you should just presume that the bumble bee is there for evaluating this factor. Previously, in 2022, with Pulte, the RPBB was kind of a new thing then, so we were all just kind of working through it. Resource Environmental Solutions (RES) was hired to do a Habitat Assessment on the site for RPBB. RES did a study, and they concluded that all of the habitats that they mapped were of low suitability for the RPBB. So, RES completed the report and it was provided to FWS, along with some more summary information from her. Barrett displayed a map of all of the

communities that they mapped on the site and called them Location Type Habitats and specifically defined each one of them. All of the red locations were of low suitability for the RPBB, and they found one that had potential suitable habitat for the RPBB. Of course, that area corresponds to where the rare plants are, where the remnant Dry Barren Prairie is, and so that makes sense; everybody's information is corresponding to one another. So, this is what was submitted to FWS, specifically for coordination with them, and we asked them to confirm that the proposed project is not likely to jeopardize the continued existence of the RPBB; because that's the real question, will we jeopardize the continued existence of the RPBB. We got a response from the FWS in May 2022, where we were told, *"Negative impacts to the species are unlikely, given the previous land use (highly disturbed and/or mowed turf grass)."* Areas considered suitable habitat for the RPBB, per the habitat assessment that we submitted, will be protected through the expansion of the adjacent SNA. That was their final approval of our memo and their determination.

Robinson stated basically, our plans today include native species plantings, at least in the areas of the upland that are disturbed in the areas that are red; so, much like we were recommended to do and which we would typically do, all of those wetland buffers, etc. will be planted with native prairie. In addition to this, there's been a lot of discussion about the archaeological. There was an archaeological Phase 1 done, which is a 58-page document; they did a complete analysis, a very in-depth, historical analysis understanding, and there's a list and a table in there that shows where the kiln is and all the cultural resources that are in and around this site, which are many. They also did field investigation all across the site; the outcome of that was that no archaeological resources were identified on this site. There was no additional investigation warranted after their initial Phase 1. They put together an inadvertent Discovery Plan, which we are updating right now because it was in Pulte's name; basically, that's a plan that is put into place and will provide it to the State Historic Preservation Office (SHPO). If we run into any type of artifact, we stop work and we bring in the different agencies to consult, SHPO, Bureau of Indian Affairs, etc. will come in to coordinate that effort.

Frazier thanked Robinson for the presentation. He asked if the commissioners had any questions for staff. Frazier stated Schmitz talked at the beginning of her presentation about the fact that this property was a tilled field, an agricultural field, and then at some point in the 1990s it went through mass site grading, he thought was the term she used. He asked her to describe, based on her experience, what does mass site grading entail. Schmitz replied generally speaking, the entirety of the site was graded in some way, shape, or form. Her engineering friends are watching her right now, because she's going to give them the Planner version; ultimately, the majority or the entirety of the site was disturbed as a part of that work.

Fisher asked were any of these environmental studies, any of the in-depth analysis done when it was turned from a tilled field into a golf course; are there any records of any of these types of things happening then. Schmitz replied not they're aware of or that we could find in our documents.

Frazier asked if there were any questions for the Applicant.

Bhat stated during his presentation, they had shown a response from the Department of the Interior, FWS, and we received an email from someone with a letter that seemed to be contradictory to what we were shown. He wondered why there was a contradiction regarding the status of the endangered species. Barrett asked Bhat if he's referring to the one dated January 20,

2024; Bhat replied yes. Barrett stated she had that one, it was just provided to Robinson before the meeting. Robinson stated that letter was addressed to the gentleman who had made a comment, that's not from us. Bhat stated it is not, but if you look at the comment or the determination, it's contradictory. Barrett stated yes, it is. She said the reason why it is contradictory, and she thanked that person for highlighting these things, is #10 on her form and #10 on theirs would be different. She read that aloud: Does your project have the potential to impact the riparian zone or indirectly impact a stream or river through cut and fill horizontal directional drilling construction, vegetation removal, pesticide or fertilizer application, discharge, runoff of sediments or pollutants, increase in erosion? Barrett stated if the Stormwater Prevention Plan is followed, if erosion control measures are followed, those things will not occur. Also, the Applicant would not be given a permit for his project from the City or the Watershed District if they thought those things were going to occur, according to the plan. Barrett stated she would not have chosen "Yes" for that answer, she would have chosen "No" for that answer in her assessment. In #11: Will your actions disturb the existing ground or vegetation? He said yes, as did she. Barrett thinks that's the one that really makes it "may affect" for the mussels, the clams in the river. She does these a lot, she does a lot of projects every year, so, she knows what they're asking here. Although the site does have construction, she doesn't believe that construction activity will lead to sedimentation because she knows that there's a Stormwater Prevention Plan.

Frazier stated it sounds like we're talking about this January 2024 letter, this is a worksheet you can complete online with the Department of the Interior; Barrett stated yes, exactly. Frazier stated so any of us here, sitting in the audience, could go online, put in these same coordinates, and answer the questions ourselves; Barrett stated yes. Frazier stated so then we could print them off and submit them, and Barrett stated yes. He thanked her for that information.

Stephens stated she thought Barrett mentioned this letter from the DNR, she's wondering if she could just explain; as when she read through this, it said I do not believe the proposed project will negatively affect any known occurrences. But then it says below is of rare features addressed in the previous NHIS review, coupled with agreed upon project avoidance measures. When you read that right-of-way, it says Grey Cloud Dunes East, outstanding, Cottage Grove 29, moderate. She asked Barrett to just explain what that's discussing. Barrett stated the NHIS letter is your request for them to query their database to see if there's anything there. When they did the NHIS request for the EAW, they queried their database, and there's this, this, this, this, this. So, when they queried it again, it's all the same; there's this, this, this, this, this. There were no additional things. So, if you compare the first NHIS letter that's in the EAW to this one, all the same occurrences happen. The first NHIS letter said if you're going to impact something, you may need to do a survey. If you're going to do this, you should do a survey. In this letter, they said it for the mussels again, they repeated that, but they didn't talk about doing the bird surveys or doing the rare plant surveys because we had already done it. They didn't talk about doing a Native Plant Community assessment because we'd already done it. So, that's where the difference in the letters is. Stephens said so when it says coupled with the agreed upon project avoidance measures, there are none because you've already done them all. So, they're just pointing them out? Barrett stated with the avoidance measures, what they're really referring to would be the tree clearing, like the Applicant has to adhere to that or they will be in conflict with this letter. Erosion control netting is a recommendation, but they're doing that; the native plantings recommendation, they're doing that. So, you still kind of read their language, like the may or the recommend, the suggest, or you must avoid this tree clearing. It's kind of a subtle language there.

Bhat stated so, you're going ahead with the proposal of 377 built units; is that required for the financial viability? Is that a number that you'd like to achieve, or if you're asked to reduce the number of units, would that be still financially viable? Have you considered this more deeply. Robinson replied he'd just say what we're proposing is what we need to make this project work.

Frazier stated the next step is to open the public hearing. It is almost 8:30, so he'd take his direction from the rest of the commission if they'd like to take a break now, or if we should start with the public comment. The commissioners indicated they were good to continue.

Frazier opened the public hearing.

Eric Dammer, 8440 Harkness Road South, stated I rise in opposition to the proposed development. I believe in preserving that which was best in a community, preserving it for those who come after us. The arguments that are going to develop here are not arguments that haven't been done before, for generations; 100 years ago, there was a battle in Minnesota: On one side there were powerful industrial interests, led by a gentleman named Edward Backus. Their plan was to construct a series of dams on the Rainy River watershed, and they were going to control the waterflow through Backus' hydroelectric dam in International Falls. Now, he promised great things, there were going to be great benefits to the community, there was going to be improvements to the natural environment by these huge ponds, lakes, and stuff like that. Their side had money and political influence on their side. On the other side was an ad hoc group, led by an Ivy League educated, self-taught naturalist, Ernest Oberholtzer. What they had was a powerful vision, and that vision was that you preserve places in a state of nature so people can, in that generation and future generations, connect with the land and rejuvenate and renew their souls and their spirits. Now, we know that Oberholtzer's side won that battle, but what if it had been a little different on the other side. Today, we'd be questioning the judgment and the leadership of that area as we'd be facing a huge task of tearing down those dams and rehabilitating those lost waterfalls and river rapids and thousands of islands that had been drowned under those lakes. That land was the land that became the BWCA, the jewel of northern Minnesota. That land was land that Backus claimed was of no particular value to even be considered. Now, what are people going to think about this little argument going on here 100 years from now? Are they going to thank us for another nondescript housing development lost in a sea of nondescript housing developments? Or, instead, will they appreciate us for having the vision to preserve what was best in our community and leave them accessible, open places to easily experience the waters of the Mississippi River and to be in nature and to renew their spirits. We ask that you have the vision to create a work that is worthy of the canvas you've been provided with. Thank you.

Kelli Redington, 6720 Meadow Grass Lane, stated I'm here to express my opposition to this proposed development of the 377 on the former Mississippi Dunes property. I have much of the same concerns as the man who spoke previously to me. This property has a potential to be rare and unique, not only to this State, this nation, but globally. Today, less than 1% of the Dry Prairie Habitat remains, and it has been recommended by DNR that a habitat as rare as this be prioritized for preservation. Also, the land immediately adjacent to this property is the Scientific and Natural Area, which already provides habitat for several State and Federally listed endangered, threatened species; and it's likely that this property has high potential to provide Biological Diversity as well. This is also an area that's the important bird area and is of international significance for the conservation of migratory birds in the Mississippi flyway. I do understand the balance that growing communities have for housing, but I also thinks that there are other areas that have

been altered more, that would provide better development, and are more suitable for the development that is being proposed. I would like to see Cottage Grove be a role model in thinking for the future; not just now, not just a decade from now, but two, three generations ahead. And not by sacrificing too much for housing, increased property taxes, and increased tax base, but to be known as a model city that recognizes what a rarity we have in this property and the opportunity that we have to do something different and protect this land and all that goes with it, as it should be protected. Thank you.

Karen Britton, 8236-113th Street South, stated thank you for inviting us to speak today. I'm in walking distance of the Mississippi, but don't have any access because all of it is private in our neighborhood. I think my big concern is I used to volunteer a lot for like the West Draw project, a lot of the task force, and the Comprehensive Plan was really clear that the Mississippi was our jewel. We wanted to have access for our people going forward as best as possible. It seems like this might be the only opportunity to secure this land by the Mississippi, and we'd really like to set Cottage Grove apart from other suburban areas where we're seen as a bedroom community, urban sprawl. This is our one opportunity to change that. The other concern about the viability without City money and County money, in my neighborhood we were very fortunate to get the water brought in; when we asked about sewer, we were told it was way too expensive to put a lift station and it'd be a huge tax burden for us. So, I'm wondering why the City has decided to subsidize this housing development, where they don't subsidize other community members. I'm wondering if the people in that area are going to be forced to join up with sewer and water, and will that be a huge burden for those communities down there. I'm also wondering about flood insurance; I have to think that's high, will the City be burdened with higher costs for insurance for the roads and the areas in that area. As you know, there's been floods in our area, below me they've had flooding, so what's going to be the ongoing cost of that. I love the SNA area, I hike there a lot; it's already getting crowded by that new development, and even though that's protected, will this add more burden and strain on that very beautiful area. So, that's my plea, that we really look long term, as the other people said more eloquently than me; this is a unique time, and is it worth all the costs with the State and the County, when we know there could be other options out there. Thank you.

Dave Olson stated I'm a citizen of Cottage Grove, I live at 8627 Jorgensen Avenue South. I thank the Chair and Commission members for the opportunity to share my perspective on this application before you tonight. I understand that your job is to make sure it complies with all of the codes and ordinances in our City; I'm pretty confident that our City staff wouldn't have it in front of you today if it didn't. So, I'm pretty sure I know how this vote's going to go, and I understand why it needs to go that way. I also wanted to thank each and every one of you for doing this hard, hard work on behalf of the rest of us that live in Cottage Grove, so, thank you very much. Council Member Khambata, you can see, I think, and you're going to hear that there's a whole lot of dedicated citizens that are concerned and motivated to try to prevent this project from happening. I would only ask that you share that with your fellow Council Members and the Mayor when it comes time for this to go through on the Consent Agenda. Landowner, I hear a rumor that you really don't want houses here; so, slow down. I think there might be another way, there's a lot of people trying to find another way. And, Rachel, well, I listened to you all, so I have to change what I was going to say because I'm very, very impressed with your due diligence, very impressed. Thank you for doing that. The thing is we just don't want you to ruin this land with houses, and we think that's what it would be is ruined. And you actually hold the cards right now, so, please, just stop. Let's not do this. See if the volunteers can generate enough money to satisfy the landowner's need for compensation on their investment. Thank you.

Christine Grams stated I live at 10655 Grey Cloud Trail, which is just two doors down from the future Mississippi Landing. As a resident here, I can tell you that the land is very poor for growing much of anything. I can also tell you the soil is so sandy that we are constantly fighting soil erosion, even though there's been no recent building on the property. Anyway, you can't just buy grass from Menards and expect it to grow here without wasting lots of water and fertilizer, which further pollute the river, which I imagine is going to happen with these homes as well. Dunes only comprise 5 percent of land in Minnesota, and Minnesota has no official guidelines for building homes on dunes. If you research, there are many problems with building on dunes. The biggest problems arise when the vast clearing of acres of trees and vegetation are bulldozed, which is also the quickest and cheapest and most preferred way to build. Problems including cracked foundations are currently being experienced by the housing development just up the hill from the dunes; those houses are roughly about a year old. I'm concerned about plans to relocate the spring on the property and the issues that arise. The only state that has come up with a successful plan for building on dunes is Michigan. Despite all this, this property's value is actually priceless when you assess the varied and endangered wildlife this land supports; this value is irreplaceable. Everyone I speak to is against this land being developed. The first reaction is that building here would destroy all the beauty of why you would want to build here in the first place. Two years ago, I was part of collecting over 2,000 names against development. Already, \$6 million has been raised to purchase this property for natural parkland. There is also another \$20 million that has been earmarked from the 3M Settlement, specifically for land to be purchased in southwest Washington County to restore and protect our aquifer, which would include Cottage Grove and would be ideal. I am in no way against housing, there is obviously a shortage of homes and high demand; however, the argument here is that there are better places to build homes. There is a shortage of park spaces as our population grows; State Parks are booked a year out for space and camping. This land is a natural resource that would be very lucrative for tourism, which is also lacking on the river, despite an over 30-year-old plan from the County to develop park space on the river; yet Cottage Grove only has a one-acre park to service its 38,000 population. We've been given a rare jewel in the habitat surrounding Grey Cloud Island. You can literally spend all day kayaking around the island and not see all of it. Your residents very clearly want a park here and not homes. Thank you for your time.

Bonnie Matter, 6649 Inskip Avenue South, thanked the commission very much for providing this forum, I really, really appreciates it, you do a great job. I know the beating you take, seriously, so thank you. I hope you were given enough time prior to this meeting to review the 484 pages of material that were provided with the Rachel Development's plans for the Mississippi Dunes. For me, nothing has changed from the comments I have made over the last few years. The newest version of the plan only provides more reasons why this development should not move forward. I know I could literally talk for over an hour, but I'm not going to bore you with that. I'm going back to this, to where my heart is with this. What I want to share with my three minutes of time is this: The City of Cottage Grove and its residents were given a precious gift, a crown jewel, an environmentally sensitive area to respect and protect. Mississippi Dunes is next to the Grey Cloud Dunes Scientific and Natural Area (SNA), and over the years, the Dunes and the SNA have protected each other and their inhabitants. This area sits on the Mooers Lake back-water channel of the Mississippi River. Whenever I get a chance to visit that area, the feeling is as sacred as entering a cathedral with its wide open, blue skies, its rugged landscape, its foliage, and peaceful, quiet solitude. An area that's beautiful because of its natural state. What the City has failed to understand from the beginning is that this is not a City thing; this area has local, regional, state, national, and global significance. Respectfully, Rachel Development and

Pulte Corporation, there are many other places where you can build. Please leave this area alone; you are treading on sacred ground. Some of the Mississippi River parcel's significance, these are just a few examples: Its a globally-significant flyway; more than 325 bird species use the Mississippi flyway to move between breeding grounds in Canada and the northern U.S. to their southern wintering grounds. It's located in the Mississippi National River and Recreational Area. The water quality down there provides more than 50 U.S. cities with water for their daily water supply. There are many other things, but thank you very much for your time listening. I have handouts for you, so I will give those to you.

Gregory J. Burg, Jr., 8594 Grenadier Avenue South, stated this is the first time I've ever done anything like this, so I'm out of my element. I was taking notes as my fellow citizens were speaking up here; I'm a concerned citizen of Cottage Grove, Minnesota, United States, as well as the larger planet we live on. There are existing risks as well as potential risks, in light of the 3M discussions that have been had and are being had, studies, etc. There are studies that the conservation easement is not and will not be adequate; how can we promote stewardship of natural places for our future generations if we only allot a fraction of natural places for their benefit of knowledge? How far out are our future generations going to have to go to feel what nature has to offer, how far out? Because expansion's been happening all over the place. And I'd like for us to recall the old Camel's Hump natural and open area before it was swallowed up by development. The bats that jumped out at me, bats are suffering from white-nose disease and their population in this region would benefit from discretion in light of their diminished population. Don't we like having bats around to help with the mosquito problem? Something else also jumped out at me as well, I wrote down previous land repurposing to diminish important species. When they built the golf course, from what I got out of the presentation, there was endangered species that were in a small area, and those basically got plowed over, if I understood the presentation correctly. Now, from what I can tell, there's a couple slivers of, or remnants, of what was limited in the first place. Now, from what I'm hearing, the proposition is to plow them over with little discretion; because even if we have discretion in this room, who's going to be holding the would-be construction entity responsible? Where's their discretion and motive going to be? My appreciation is for nature; I have my daughter here, and I'm proud to say that I share my appreciation for nature with her. And that's why I'm proud to say that I got up here for my first time ever because this is an important cause, if not the most important cause as we think forward. With that, I'll pass.

Tyler Biron, 6500 103rd Street South, stated I'm the only property on 103rd Street, so you can't miss me and Bailey's nursery there. To piggyback on what the last guy said, this is the first time I've ever done this, so just bear with me. I've lived at 6500 since 2011, so about a decade or more; so, every day, from my property, I can see right across the golf course. And since its been vacant, the natural beauty that's come from its closure, nature has taken back this property, and it's been great to see. So, when you look at this 377 homes proposal, I think most of us in this room and others that aren't here tonight, when you stand on 103rd and look at that property, probably the first thing your mind's not going to say is, boy, that would be a great place to put in 377 homes. It doesn't make sense. From my and my wife's opinion, from our point of view and perspective, it seems like there's a lot of other places to put this development. You have a unique piece of property there that nature has taken back, and it continues to take back every year. So, I guess I'm opposed to this plan, and my wife's opposed to this plan for many different reasons, but that being the one. The second was we searched all over for a property and a city to live in for a long time, and we finally found this property on 103rd, and we thought, wow, what a gem, right, something that hasn't been discovered yet, right? We have Grey Cloud Trail, we

have Grey Cloud Island, we have the golf course, and it was great. There was privacy, we had some land, we had standoff between our neighbors, not that I don't like my neighbors, but with this property and this new plat, we have this 40' wide lot that's going to be right across from his property. When that happens, I'm going to be looking right at these big homes instead of this beautiful landscape; I know that isn't a reason for most of you to oppose this, but it is for us, right? That's our sanctuary, that's where we're raising our kids, and we were happy to do so, kind of until now. So, we're pretty disappointed this is occurring. I understand why it's occurring, I understand Rachel Development, I understand the decision you have to make as a City, but I feel like we're almost, the neighbors here are almost like a collateral damage almost, so to speak. So, I wish there was a way that we could maybe take apart and redo this northern section, right? Maybe I don't have to change my whole address because 103rd is going away, that would be nice, too. And the easements on my property wouldn't be redone, that would be great as well. Thank you for your time.

Rod Hale, 11701 Grey Cloud Trail, said thank you, I feel like the gentleman who spoke a few minutes ago that complimented Rachel on their development because I agree, it's a beautiful project, it looks really great. It just happens to be in the wrong place. It probably belongs on another 120 acres that we've got scattered throughout Cottage Grove, and I kind of wish they would consider that. The Planning Commission is perhaps the most important commission we have in the City of Cottage Grove, and I also want to compliment you on your service for the City. You're really the gatekeepers of what our City is going to look like, not only now, but 20-30 years from now. I think you'd like to look back and say, hey, I've done a good job in directing the City. I just think that we need to reconsider the proposal that Rachel has presented before us. I don't know how many of you have gone and seen the property. If you stood on it from the top, as it was said, on 103rd Street and pulled out that plat you got, like this, and looked at that and say, hey, that's what it's going to look like? And I think you'd say no, we can do better. You know the State of Minnesota has set aside money for the purchase of property, much like the Dunes. It's my understanding that this particular property is very high on the criteria for the purchase. Have you been aware of that, that the State was actually trying to buy this property for the citizens of Cottage Grove, give it to us? I just, pause a little bit, and let's take a look at that, and compare that alternative to the one that's on the table. You know, the proposal is offering 13.6 acres for park dedication; I know some of you will say hey, we got all these, this 100 acres around it that's open, too. That's right, but I want to tell you that Rachel didn't pay for that land; you and I did, that's public land, that's our money. We already bought that property, it was that important to us and to those who decided to make that offer to the various agencies that bought it. The Mississippi River is one of the most attractive and recreational rivers in the nation, and he thinks to do what we're doing to it now kind of destroys that. The proposal is giving us 13.6 acres for park dedication, and I know, well, that's true, but the developer didn't pay for that. I understand that maybe Mr. Gustafson even had a role to play in the 13.6 acres that we got, so maybe Rachel didn't do anything. But I really wanted to bring this to your attention: You know, the purpose of a PUD, we started that when I was on the Council many years ago, and it gave the opportunity for.

Frazier interrupted Mr. Hale and told him that was his time. Mr. Hale stated Bill Schwen, who's sitting in the front row here, has agreed to yield his three minutes to me. Frazier stated no, it doesn't work that way, sorry, it's three minutes per person. Mr. Hale asked if I could make one more point, please. Frazier said thank you. Mr. Hale stated I have a feeling I know how this is going to turn out.

Catherine Schwen, 10300 Grey Cloud Trail, stated I don't have a lot of things to say, other than what other people said, but I guess one of the things that Rod said, if you, if anybody has come and just driven down 103rd Street and look over at the golf course area and just imagine what that would be like with all of those homes on there. I'm asking and hoping that Cottage Grove is like forward thinking and forward looking enough to say we're not going to let this happen to this land. It'll never come back, we don't have land like this, and, you know, will Cottage Grove benefit from it? Or will they show their true heart by saying no, we're not going to do this, we're going to save this land? Thank you.

Bill Schwen, 10300 Grey Cloud Trail, stated I live with that woman, and we've been down there since 1990, and we were there before the golf course was developed. Fortunately, the golf course didn't bring that many people in and didn't bring that many cars. All winter long, it was still a pristine area of animals and birds and plants, its just very special. And it's just incredible the way its bounced back, Mother Nature has taken it over again. And there's a few things that concern me about this plan: I understand that Rachel did a nice job presenting this, and the three ponds that are on the property flowed to a creek that flows through my property, straight into the river. It's really short, and I'm looking at the density of this plan, and I just can't for the life of me figure out what a two-inch rain is going to do, how they're going to get all that imper-vious, the roads, the driveways, the sidewalks, how they're going to get all that water treated without a drop of contaminants getting into the river. You know, maybe it'll work, but I just don't see it. And I'm wondering how many people are thinking about 377 homes sending one or more than one person to work in the morning, up that hill, through St. Paul Park; what kind of traffic flow are we going to see in that area? The math doesn't work, and it's like everybody else has been saying up here, this is the chance of a lifetime you people have to save a very special property. Fifty years from now, if we have that as a park and open area, they're going to look back on the day and say we almost had 377 homes here. So, please think again; there's so many other properties, like Rod said, around the area that would be much easier to build on, no pump stations, you don't have to bring the water in so far. So, please reconsider. Thank you.

Kevin Redington, 6720 Meadow Grass Lane South, stated if you notice my address, I live in the northern part of the City, nowhere near this. My wife and I do enjoy going down to Highlands Park, we really enjoy that, we've gone to the SNA area also quite a bit. But, just kind of looking at the survey from Rachel, I commend them. There are some groups in there, like Braun Inter-tech, I've got to respect, I've worked with them in the past. I do have some concerns, though, of water doesn't just go into drains, it also goes into the ground, it filters through the water. We have a lot of problems with PFAS, but now we're going to turn this into 377 homes with manicured lawns; so, we're going to have something filtering, even through sand it's going to filter through. So, what's that going to impact our water table, how is that going to impact any of our water, can some of that still propagate into the Mississippi? So, he doesn't know if we've had an official environmental review. I know they were doing an environmental review, but I remember in the past we've asked this at some of these meetings for one, but we never really seem to get that feedback that we're doing an independent environmental review, outside of Cottage Grove, outside of the different planners. So, I'm not sure if I see that anywhere, but going back to what everybody else is saying, this is a jewel, this is a gem. He comes from a part in Tennessee where it is totally unrecognizable; we have paved over things and we've torn up some areas that were actually considered a state park and one a national park. So, looking at this property, as one guy said, it's remnants; remnants, if they are left fallow, do come back. How should we lose this in future generations? I have a nephew that actually works in the area of natural resources, and he kind of even makes mention, wow, you guys have a gem there. If you

guys could make that a park, you could attract people there, especially the younger generation, like me. You'd attract us there to visit, to spend money in the town. So, that's all I have to say, but thank you.

Kim Sonderegger, 2513 34th Avenue South, Minneapolis, stated I'm speaking in opposition to the project. I'm co-Site Steward for Grey Cloud Dunes Scientific and Natural Area, and I believe that it would be severely affected by this development. I first became acquainted with both the SNA and the former golf course on the same day, one day a number of years ago. I'd come to the SNA for a volunteer project, but I had the date wrong, so, no one was there, and I decided to walk down the path from the SNA parking lot over the dunes. I was amazed at the quiet and beauty of the place. At the railroad tracks, I looked back, and to my surprise, heading down the path toward me were three teenage girls; each one had a skateboard tucked under her arm. Where are you off to, I asked. To the sidewalks, they answered. They invited me to come with them, which I did. It turns out they were local girls and were well acquainted with the now abandoned sidewalks on the former golf course. I admired the beauty of the dunes and looked out over the river while the girls skated. As the afternoon light was fading, we walked back up the dunes to the parking lot, and the girls continued on to their homes. Since then, I've spent many hours on the SNA, performing my duties as site steward, my fellow is back here. I've recorded animal and plant species, including many threatened State and Federally protected bumble bees, particularly. Unfortunately, animals don't recognize our artificial property lines, so, it's highly likely that these species ranges can continue on to the proposed development area. They would be greatly affected by construction and eventual development, as would the entire SNA, I believe. Two factors that haven't been mentioned, and maybe are less tangible, are noise and light pollution, and these would definitely be, I think, hugely detrimental. So, I'll close by saying I believe that we should be protecting, not destroying, this place of great significance for wildlife and birds and for the young girls that I met that day and others like them. I never forgot that; others like them, who needed refuge of beauty, peace, and safety. Thank you.

Andrew Marotz, 2920 37th Avenue South, #1, stated I'm your neighbor up the river in Minneapolis. I'm a habitat restoration ecologist, a wildlife biologist, and a community partnership specialist in natural resources. I would echo the things that most of our friends have said already tonight, and I'll offer my own perspective on something outside of that. My history with the site: I've hosted hundreds of volunteers on Grey Cloud Dunes SNA over the years, doing seed collection and invasive species management on site. I'm also an interpreter, and I've shared the story and the connection of the dunes and the Mississippi River numerous times. One thing I'd like to highlight is that you're very fortunate on this site. If you do choose to go a path other than developing the site and wish to restore the habitat, you're in very good luck. The site is in pretty remarkable condition, considering what's happened to it over the years; there's a lot of things left intact that could be quite easily restored. On top of this, you have a pretty incredible coalition of natural resource management organizations that would be jumping at the bit to manage this site with you and restore it to its former habitat. Who knew there was a national park in the Twin Cities? The Mississippi National River and Recreation Area, this falls within that site, the National Park Service, and their partner, the Mississippi Park Connection, would have volunteer resources, money, and grant-funding opportunities to restore this site. The Friends of the Mississippi River are already involved with the park planning on site as well. You have some incredible Site Stewards through the SNA program, and the ability to engage countless community members through this process as well. I commend the developers for setting aside so much land, 40 percent of acreage is pretty incredible, and will create an awesome river park with amazing access to the water; but it will be nowhere near the ecological functionality that

could be gained by restoring the entirety of the site, particularly the Dry Prairie site. So, again, I commend you all for meeting your legal needs and going above and beyond, especially as a plant survey isn't called for, but I would recommend mussel surveys, bird surveys, snakes, and butterflies in an official capacity as well. Thank you very much.

Kendra Sommerfeld, 205 Concord Exchange North, South St. Paul, stated it's kind of nice that I am following a fellow professional here because as a water resource professional, and also a restoration professional, that works in protecting and improving our water resources, like the Mississippi River. I second many of the statements made by everyone here, and I just have a few additional comments. I want to touch on the plant and animal assessments that were completed; they're a little skewed or flawed, in my opinion, because the site is already disturbed, it's not a habitat, it's not what it should be. So, there is not going to be endangered species on there, there's not going to be native plants on there. So, to say that this project doesn't have impacts is correct in a sense; but instead, if we were to restore this area to what it was and what it could be, then you would have those very valuable ecological functions and services for everyone, including everyone downstream and upstream and in the surrounding areas. So, we have the perfect opportunity to correct those first wrongs, the ag and the golf course disturbances; instead of correcting not a simple disturbance, which we can, you're planning on completely destroying the area, putting houses and sewers and septic systems, that is very hard to come back from. I also want you to consider the broader issue of urban development. Look at all of your surrounding cities who are drowning in water quality issues, groundwater contamination, air pollution, flooding issues, because they are fully developed. They have no natural land. So, we really have a great opportunity for Cottage Grove to be leaders in protecting this land and keeping those ecological services, such as flood control and better air quality and natural spaces for everyone. So, I ask you all to be an example for the entire State and protect this area, do not destroy it, and be a leader in taking care of the environment, as well as your community. And just another note is if we continue to develop like this, we will have nothing left; many cities have nothing left besides their small parks. So, you have an incredible opportunity here and don't miss out on it. Be a leader and be an example for everyone. And another small note, I just want to praise everyone for showing up here today, it's very hard to public speak, and so, you should all be very proud of yourselves. Thank you.

Rosemary Moore, 8385-113th Street South, stated my husband, John, couldn't be here, but he's also very interested in this. We live above River Acres; I can walk to the dunes, I snowshoe in the dunes, I'm a biker, I bike around Grey Cloud Island all the time. We moved from California to Minnesota, and we chose Cottage Grove to be near the Mississippi and near this beautiful parkland that was all around us. I love that I can walk or bike and be in nature and not have to go into a development. We could've moved to Woodbury, we could've moved anywhere where there's housing developments, and it's really a value. This particular area was a golf course, but it's on the most pristine spot, pristine land; we couldn't believe that we could live near such a beautiful place. With all of the ecological and environmental benefits of having that near us, that we're losing everywhere, you know, there's plenty of places that we could put new development. This is really of value, it's a decision that's based on values, and I think there could be other choices about where to develop. I understand Cottage Grove needs to expand and develop, and where I live, we're suffering the consequence of all these warehouses that are being built all around us and lots of traffic. I'm concerned about even more traffic with 300 some houses; it's going to be really congested already with these warehouses and all the traffic. So, personally, I'm concerned about that. But I'm really glad the environmentalists came and spoke

about some of the benefits that we're not even considering, and I learned a lot from people speaking before me. So, thank you very much to everybody.

Nico Amundson stated I live on 8130 East Point Douglas Road South; as such, I reside within the Mississippi River Watershed. I am here today to speak out about what I see as a great injustice to the people of Cottage Grove, of Minnesota, and of those living along the Mississippi River. I have lived in Cottage Grove since April of 2022, and anything recreationally that I wanted to do, I found elsewhere. However, one day I stumbled upon this pristine and untouched area and I fell in love. Unlike the Ravine Park, which I have to pay to enter, I could go to this area and get away from the urbanized landscape that we humans have created. It was there that I had heard about the City's proposed plans after seeing construction the Spring before, leaving a cut area right next to the dunes, flattened and prepared for development. It seems a bit premature, seeing as we're discussing it here today. Have you even consulted the people of this community whose taxes will be going to fund the housing that none of us can afford? The proposed 377 house development will greatly harm not only the adjacent Scientific and Natural Area, that the Mississippi National River Recreation Area and the Grey Cloud Dunes is a part of. Do you not care about harming the largest flowing national park in the country? Twenty million people rely on water from the Mississippi, far more than the 40,000 who reside in Cottage Grove. What happens when these homes pollute and contaminate it; these homes are being proposed to be built on sand, which brings into question why we think this is any different than trying to build a house on a beach. This also brings in the other issue of protecting the land that is already there. What is going to be done to stop the inevitable encroachment of this area, that is the advancement of structures, roads, railroads, improved paths, utilities, and other development into natural areas and buffers around those areas? The Grey Cloud Dunes are the buffer and they are the natural area; this needs to be protected. It is home to the Higgins' Eye pearly mussel that is on the endangered species list in Minnesota for Washington County, as it inhabits the Mississippi River. The Rusty Patch Bumble Bee, as many have talked about already, also calls the far edge of the dunes home; so, what happens when the Federally endangered species gets its home torn up and encroached upon? Have the lives of all the living things in and around the dunes been considered, or were we just planning to demolish their homes to make room for our own? The deer, coyotes, rabbits, birds that call this place home will now be boxed in all sides. Areas like this have become increasingly rare due to our presence as people and our destructive nature. I hope you take some time to consider how devastating your actions can be and how they impact more than just our area. Your actions will directly affect 20 million people, if not more. I hope you all make the best decision for all of us and not just yourselves.

Eric Hansen, 10657 Grey Cloud Trail South, said thank you for allowing us the opportunity to speak tonight. I'm in opposition of the project as well. It's very easy for me to say that, having property right along both the river and the proposed development. I have a lot of self interest in saying, yeah, I want a lot of really nice land around where I live, I do. However, as everybody else has echoed, there is a potential here that is unprecedented, both for Minnesota and the wider good of all of us throughout the nation. In my journey through the area, I've seen all kinds of animals that I don't see in a normal trapse anywhere else. I recently have seen a ring-necked pheasant come back in this area, which I haven't seen around for years and years and years. In combination with the proposed Regional Park on the island, with this adjacent to it, I think that could create a nexus of recreation and enjoyment that most of us have discussed and the spiritual nature of the benefits of being in nature. With those two parks combined in this geographical area, it could be an enormous jewel for the entire County, plus the metro as a whole. The rush to development in this particular circumstance is too fast. I was going to college in

Minneapolis, at the University of Minnesota in the 80s, and you could walk all the way from the University of Minnesota way past downtown, through just expanses of dirt and undeveloped land. Minneapolis has just spent millions and millions and millions of dollars to reclaim that land, and it is now highly developed, but they've also built enormous parks because they see the value of reconnecting the city to the river. Here, we have an opportunity to be connected, we are connected to the river, and if we take this opportunity and turn it into yet another development, 377 houses on that little place? Oh, my God. At this point, it is impossible for us to predict the combined effects of building or leaving this as it is and turning it into an amenity that can drive further green and sustainable practices, and recreation, and all kinds of other beneficial uses that can drive a different type of economic engine versus a plot of land that's going to be a bunch of houses that we're going to forget about once it's all done. Thank you.

Carolyn Carr, 4050 39th Avenue South, Minneapolis, said I'm trained as a conservation biologist; and in that work in the Twin Cities, I've been working with hundreds of volunteers for thousands of hours for about 20 years, helping restore right along the Mississippi River, right on the edge of my neighborhood in South Minneapolis. We're fortunate to have that place, which makes our neighborhood a gem in the heart of the city because previous plans dedicated that land to the public to access for natural areas, for the habitat that it provides for all the creatures that use it. Cottage Grove is an incredible place, Grey Cloud Dunes is an incredible place because that land has been protected at the Grey Cloud Dunes Scientific and Natural Area. I've visited it for about 20 years, and just about a year ago, I joined Kim, being one of the co-Site Stewards as a volunteer with the DNR, paying attention on purpose, not just for fun, but kind of with an official duty at the SNA. These places are what we're here for as people, I think, and I know hundreds of people agree with me, thousands of people agree with me. I've worked with a number of volunteers through many organizations caring for the natural areas that we have. You have a tremendous site; you've heard from so many people this evening who said it so well. The opportunity to not build next to this SNA but add that land to become a site of restoration for the future of the City is what generations that come will thank you for. I urge you to be leaders, as so many people have asked you to be this evening, to envision that future for your City rather than more of the same. So, I thank you for your time, and I urge you to be generous for our future about what decision you make today. Thank you.

Sara Nelson, 646 Central Avenue West, St. Paul, said Chair and Commissioners, thank you so much for having us. I'm also a conservation and restoration professional, and I just wanted to share a little bit about my perspective from that angle. So, Grey Cloud Dunes is a really important spot for me; it was actually the first site that some of my botany mentors took me to when I was starting out, getting into botany and understanding the Minnesota native plant communities. Since then, I've worked there with volunteers on a project, actually collecting, with approval from the DNR, Prairie Violet seeds, which is a pretty unique and rare plant that are being used to repopulate other areas in the region; so, it's actually serving as a donor site. She was just talking to somebody on the bee web today, who was telling me about another rare bee species that's only ever been found in Grey Cloud Dunes SNA; it's called *Neolarra vigilans* and it's actually a parasitic bee that doesn't even have a common name because of how rare it is. So, I guess I also felt like the City Planners and the developers have really taken a lot of consideration about like, okay, we could leave the nicest part of the site. The thing that was striking me throughout that presentation was just thinking about some kinds of, like we all kind of intuitively have a sense that certainly building right next to this total ecological gem isn't going to be nice for it, ecologically. There are actually ecological and scientific models of the effects that these things are likely to have; so, the impact we're looking at is not simply the site itself that

will be developed, but also the wider region. There's a concept called Island Biogeography, which basically is talking about fragmentation, and the smaller you have of an intact ecological site, the faster the unique species on that site will go extinct. So, just thinking about it in terms of the impact on the total ecology she thinks is something that should be considered along with just it's all interconnected. So, I would urge you to think about, like there's so many of us in this room that really care about this site because of how precious all those species are, and it does feel like there's plenty of opportunity for people who would love to restore the former golf course and would just cherish it. Ecologically speaking, it's also serving right now, even unrestored, its serving as a buffer for the SNA. So, just please take that into consideration. Thank you.

Lisa Mueller, N5001 810th Street, Ellsworth, WI, stated Mr. Chair, Commissioners, thank you for the opportunity to be here this evening. After giving her address, she said as such, I also reside in the Mississippi River Watershed. I've been working in the conservation profession in Minnesota for over 30 years; I have a Master's Degree in Ecology and Environmental Science, and a graduate degree in Education. I'd like to offer a bit of history relative to my involvement in this project. I attended the dedication ceremony for Grey Cloud Dunes SNA 25 years ago; I still remember my son, who is now 25, crawling around in the sand and having a grand old time. I was one of the plaintiffs, you may remember me, in the Minnesota Environmental Policy Act lawsuit that was filed against the City of Cottage Grove by Friends of Grey Cloud, a group that I co-founded. Though our lawsuit was dismissed on a technicality, it was not dismissed on the basis of merit. We were elated when Pulte Homes withdrew their option to purchase the former Mississippi Dunes property, only to learn that the property owners had very quickly entered into a subsequent Development Agreement with Rachel Development Company. After attending the Special Meeting on September 6 and reviewing the Rachel Development proposal, I was sickened to learn that the new plans are every bit as ugly from a conservation perspective, as was the Pulte proposal. Over the last three years, I've attended a dozen or more Planning Commission, Parks and Recreation Commission, and City Council meetings. During these meetings, I have listened to dozens of Cottage Grove and Grey Cloud Township residents express their opposition to the development of the former Mississippi Dunes property. Of the approximately 300 public comments that were submitted in response to the Environmental Assessment Worksheet for the first development, the Pulte development, not one person wrote in favor of the development, 300 and not one. People implored the City to acknowledge both State and Federally threatened plant communities, birds, and insects on this site and the adjacent Grey Cloud Dunes Scientific and Natural Area; which, as has been mentioned, includes noted locations, habitat for the Rusty Patch Bumble Bee, and I have a map that I can share with all of you that shows Rusty Patch habitat right on the, literally on the edge of the two properties. In addition to these legal and ethical considerations, we should be very much mindful of the fact that the property is underlain with PFAS contamination and buried hazardous waste and lies within the Mississippi River Recreation and Natural Area, a national park, as has been mentioned, and the Mississippi River Critical Area Corridor, a protective zoning category that runs for 72 miles, both north and south of the Twin Cities. Please hold firmly in mind that the majority of the original vegetation of Washington County has been almost completely altered. Any new construction should be on already-altered sites that are devoid of natural features, and not on a globally rare sand prairie, adjacent to an SNA. Money is available to purchase this land for conservation. Frazier stated thank you, Ms. Mueller. Mueller asked if she could end with one quick thing; Frazier replied, very fast. I'm going to end with a quote from Robin Wall Kimmerer, one of my heroes, who wrote *Braiding Sweetgrass* in recognition of the fact that there are Native American sites on Grey Cloud Island and possibly on the adjoining lands: "*Action on behalf of life trans-*

forms because the relationship between self and the world is reciprocal. It is not a question of first getting enlightened or saved, then acting. As we work to heal the earth, the earth heals us.”

Maya Merchant stated good evening, Mr. Chair and Commission Members. I live at 8615 Kimbro Lane North, Stillwater, and as such, I also reside within the Mississippi River Watershed. I'm 19, I'm currently studying environmental science, and I'm deeply passionate about environmental conservation, stewardship, and justice. I'm here today in opposition to the proposed Rachel Development project and to support the Friends of Grey Cloud group. As a result of growing up in a time where the entire globe is facing an existential climate crisis, I am keenly aware of the importance of natural areas open to public use, and the necessity of politicians, who think bigger and have empathy for both the people and the planet. I encourage you to look beyond the perceived short-term financial appeals of development, and to listen to the overwhelming voices of dissent currently being drowned out by greed. I implore you to abandon these myopic perspectives and instead think of how these decisions harm our futures and the lives of future generations. I ask you to think of your children or your grandchildren, the messages you wish to send them, and the planet you wish to leave them; because, ultimately, my life and their lives depend on the decisions we make today, and so I hope you make the right decision. Thank you.

Laura Gurda, 2347 McKinley Street NE, Minneapolis, stated I am here in opposition to the Mississippi Landing project development. I currently live in the city, and I have looked at some of the surrounding communities to move to; I've looked at houses here in Cottage Grove, and I can tell you I would not move into this development. And the families in the community of Minnesota their voices are so loud, I hear this community, and it's amazing, and I would love to be a part of a community that values nature. I have two kids; my kid went camping when she was 12 weeks old. We visit parks, we go up to the Boundary Waters, I want her to continue to love the earth and see it be better. You guys have a great opportunity here in Cottage Grove, and you can be leaders, you can be voices, and people can talk great about you. There's other options, and the community here and the people who are looking into all of this, I applaud you all. You have done so much hard work, and I'm glad to be here in support of the Dunes. Thank you.

Jon Schroeder, 8407 Penn Avenue South, Bloomington, stated I have a very good friend who grew up in Hastings, and that's pretty much my closest connection to Cottage Grove, but I am happy to be here tonight because I'm supporting my friend's nonprofit. So, I work on sustainability statewide, I work up at the University of Minnesota, and it's a pollution prevention institute. I probably started studying sustainability 15 years ago, and I've worked in the field ever since. I applaud Rachel Development very much for your due diligence; I'm happy about our Federal processes and protocols that are in place that you need to follow before you develop anything. I know full well in my fulltime job, I'm happy that there are conservation biologists here tonight and water management professionals, that prevention is the ultimate solution, pretty much when it comes to any natural problem. I work on waste fulltime with companies statewide, and any time they generate the waste, it makes my job a lot harder to figure out how to deal with it after the fact. We could be talking food waste or plastics, metals, paper, you name it, water, energy, chemicals, same thing. From a development standpoint, the same also could be said, and I appreciate the woman on the far side of the room that mentioned kind of restoring the golf course, or what that habitat looks like right now, to its original standing. We have a much better shot of doing that right now than we would after the fact; once the 377 kind of plat development

is actually put into place, and having to dredge up a lot of those systems that you need to make people's lives functional where they're living. So, I am opposed to it, and thank you.

Dick Polta, 9600 Geneva Avenue South, Grey Cloud Township, stated I've lived right next to the dunes for 17 years, I moved down there in 1966, and my property bordered it. I wish you people could've seen it back then, this was before the golf course, it was really beautiful back there. Then the golf course came in, tore it all up, made a mess of it really, but you see how quick its responded back from being a golf course. You know after the golf course quit, within two years you could hardly tell its a golf course. So, anyway, I'm thinking when I first moved down there, somebody wanted to develop it, and they said well, the housing density is 1 per 10 acres; well, now we went a little past that. I would suggest, I was talking to Representative Rick Hansen, and there is supposedly money available to purchase this property, and I'd suggest you look into that; why not, you know? And me being in Grey Cloud Township, I'm on our little Town Board down there, and we know we can't last forever as an independent community. Well, we've been looking at, there's talk amongst residents, St. Paul Park, Cottage Grove, St. Paul, which one? And stuff like this scares people, you know? And when I come home at night and I see the new houses up on 100th and Hadley, and I see them about this far apart, you can't even put an extension ladder next to your house without putting it against your neighbor's foundation. I mean, really, and I think this guy, if I saw this right, some of the setbacks if I read it right were five feet from the property line. He mentioned a comparison of the houses he's proposing to those up there. Well, people look at that, and people don't want that. What I look at, too, is how are people going to get down there? Nobody's suggested yet how they're going to do that 103rd Street hill, go under the bridge, over the bridge, you can't go underneath these railroad tracks because you're going to end up in the water. If you go above it, you're going to be way up in the air; nobody's addressed that problem. Then I just look at this development, I drive a school bus parttime, I'm retired, and I'm looking at where are the kids going to play? I mean, I see house after house after house; yeah, you do have the land down by the river, and I give the City Council and Jennifer credit for buying and purchasing that. But the rest of it, you don't see a neighborhood park, all of the rest of the places I drop off kids there's neighborhood parks. There's none of that down there. So, anyway, to me it's just too much. You can build a stupid house anywhere, you know. That's the only piece of property you people have in Cottage Grove similar to that, that really can't be replaced. The lower island, eventually, when Olsen gets done down there, but that could be 30 years away. Nobody will really tell you the truth on how long it's going to last. So, I'd suggest don't blow this opportunity, talk to Representative Hansen. Like he said, we've got to stuff the 377 in there to make it cost effective; well, maybe it just ain't the right place to stuff 377 houses, you know, you should go somewhere else. But don't blow the opportunity to get this. And like I say, the rest of the communities are looking at you, our community is looking at you, they're looking at what's Cottage Grove going to do with that? If we were annexed, say we decided Cottage Grove, what would they do to us? So, anyway, thank you.

Jennifer Nedry, 7764 Jasmine Avenue South, stated I've been coming to meetings for a number of years now. One thing that I have heard over and over is that the owner of the land has rights, the owner of the land has rights. I haven't heard that spoken this evening completely, but what I want to say is all of these taxpayers have rights. There have been concessions made to the developer that is going to use our tax money, and the taxpayers have rights; and I think that we need to weigh that against everything that has been said this evening and know that there are ways to work this out in a way that's amenable for everyone. Again, Rachel, thank you for all the work that you've done, but everything can be skewed, potentially; I hear lots of different

perspectives about things, and I just want to weigh the City of Cottage Grove, the residents, and the taxpayers. We voted against a Community Center, and yet I hear that oh, there's going to be some kind of thing in the park that's for use, for everyone. Again, there is a multitude of people who are not here this evening who voted against things for the City of Cottage Grove; one owner's rights should not supersede all of the taxpayers in this community. I love the City of Cottage Grove, I want it to be not Woodbury-like, I want it to continue to be a wonderful place. I do not have children, and yet, I want it to be a wonderful place for future generations. I want it to be the Lanesboro of this community, where people know it for the SNA and the land surrounding it. I want it to be all of the volunteers to populate it with all of the species that have been talked about. Again, I just implore you to take the rights of all of the people who have chosen to make this their home and their community and weigh that against one owner's rights. Thank you.

Martin Kurcias, 2513 34th Avenue South, Minneapolis, stated thank you for letting me speak. I would second, third, and fourth, and fifth what the lady just said. There is a lot more to consider, other than the rights of some builder to make a lot of money building this project. Frankly, it's a no brainer. I mean, look where we are in the world today, 2024; the planet is collapsing. We need all the good land that still remains, it should not be sacrificed, and it's just remarkable that this project has gotten this far. I happen to know an archaeologist who has worked in environments where they go out and they look for reasons not to do a project, like a road or a railroad or a housing development. And, unfortunately, this person told me that their mandate is don't look too hard, don't find anything, or we won't get more contracts and stuff. So, I'm not casting any dispersions on the Rachel Development Company, but I would be very careful about all these environmental infractions that are likely to ensue from this project. And 377 little houses on the hillside, little houses made out of ticky-tacky, as the song once went, those of you who are old enough in this room to remember that song; I was born on Earth Day, April 22, and I've always taken that seriously. I was a Boy Scout, I love the outdoors, I love the Boundary Waters; somebody here referred to the Boundary Waters in their comments about how that area was saved, and this site is not as big as the Boundary Waters by any stretch of the imagination. But like I said, we need every little piece of real prairie and real land; these houses can go anywhere. I think it's telling that, well, maybe there's someone back there, but I haven't heard one person, one citizen of this town, or this area get up and say this is a good idea.

Penny Walters, 6961 99th Street Court, said thank you Chairman, thank you Commissioners. I was not prepared, I was not, I'm not a person to get up and talk. I'm going to bring up something, I am originally from the North Shore of Lake Superior, and when we need to decompress, we can go sit by the lake. I've lived in Cottage Grove now for seven years, I live next to Hadley Boulevard; you don't decompress next to Hadley Boulevard. I can sit out in my yard, I can't Decompress, the noise, the traffic. Now, we're getting two apartments across the street from me, the warehouses they're starting to load up; well, one's in. We go for a walk on the beautiful paths that Cottage Grove gives us, but we can't decompress; the traffic, all the time. My daughter said, mom, there's a park down the street. We went down and we walked along the water. I didn't have to listen to a car, I didn't have to listen to anything, and that's what we're missing in Cottage Grove. We moved here to babysit two little grandchildren, I take them to all the City parks, but it's noise, noise, noise. I take my grandkids down there, and they even like looking for poop on the trail because they can be out in nature, and we don't have that anyplace. We do once in a while have to go on the St. Croix River, but it gets noisy there with all the boats. There's no boats down there. Please don't take this away from us. Thank you.

Barbara McAdams, 6999 East Point Douglas Road South, stated I didn't hear anything about the traffic that the two people per house will be driving to and from, and daycare, and whatever, I didn't hear anything about that. The reason why I mention it is we at The Legends are going to have another apartment building next to us. And so I said, why don't you just put the senior people there-no. They said we had something there, but they weren't quite sure of it and things like that. But I said there's going to be traffic there, too, there's going to be kids on bikes, it's going to be five stories, it's going to be 184 apartments. So, please. Thanks.

Lennie Clancy, 8063 113th Street South, stated I was not prepared at all to speak, I accidentally signed up, I guess, my husband and myself. But, you know, some of the things that maybe you're not thinking about or not putting into perspective yet, this early into the project, but when it comes to like okay, you're going to have all these other developments here. What's going to happen with, obviously, we're going to have a lot of children; we're going to need another school or schools, which is also going to cost all of us more money yet. And like they're saying, the noise, the light pollution, and that's the only place you can go where it's so peaceful and quiet, because I've walked it; it is a gorgeous piece of property. And looking down, when you're on 103rd, looking down, you just can't envision 377 homes there. It's just such a shame not to really use it; it's a legacy that we can have, and we want that, and that's why I've got over 100 signatures from just three days of going out and talking to my neighbors. Nobody wants this, except it seems like you guys want it. We don't want it, the whole Cottage Grove doesn't want this, and yet you're still going to just push this stuff, you know, right down our throats, whether we like it or not. And I don't know what to do, to say that we don't want it. Somebody's got to listen. This is our last chance of having that beautiful piece of property and keeping it for the citizens and our future generations of children growing up that can really appreciate it. It's such a legacy that we've got to keep. Thank you.

No one else spoke. Frazier closed the public hearing.

Frazier asked if we wanted to take a recess now or if everyone was good on the commission. Levitt asked Frazier for a recess. Frazier stated without objection from any other members of the commission, we'll take a 10-minute break.

Frazier called the meeting to order again, stated it's been about 10 minutes. So, before I turn it over to Amanda, our City Engineer, I want to do this now without objection: The letters that were received by staff are going to be entered into the record, as well as Ms. Matter gave us a handout, and that will be part of the record as well. Then there was a map that was submitted by Ms. Mueller directly to me, she referenced that in her presentation. So, without objection, those are going to be added to the public record for the hearing.

Frazier stated Meyer is going to address some of the issues that were brought up by the public during the public comments.

Meyer stated she made a list of some of the engineering-related questions that were asked this evening, and she's going to try to summarize all of them in one concise response.

Sanitary Sewer: The proposed development is proposed to be serviced fully with City sanitary sewer, so, no septic systems on the site. There is a lift station being proposed as part of this project and associated forcing to bring that sewer up the hill, as was mentioned. The cost associated with all of that sanitary sewer infrastructure is borne by either the developer or funds

that are not taxpayer dollars. As compared to the River Acres neighborhood, she knew that was mentioned, there was a question about servicing that River Acres neighborhood and the expense of that. The difference in that scenario is that would be an assessable project; based on the City's Special Assessment Policy, those costs could be assessed 100 percent to those residents. So, extending the pipes, building the lift station, all the associated infrastructure would be borne by those residents.

Flood Insurance: Meyer stated there was a question about flood insurance for this neighborhood. Based on the proposed grading of the lowest lot currently being proposed, it's approximately 50 feet above the floodplain; so, this would not be applicable for that flood insurance.

Stormwater and Water: She wanted to talk about stormwater and water, kind of combined, in that the storm sewer system, as designed, there's a bunch of pipes underneath the road and through some rear yards that capture the storm sewer and discharge it into ponds. Prior to the ponds, there's some structures that help to capture some of those initial pollutants, if you will. We have three-foot sumps, so, there's basically a little basket that sits in the bottom of those structures to help some of those pollutants settle out. We then have stormwater ponds that do a similar thing where it's settling out the phosphorus and the total suspended solids. As part of the City's requirements for storm sewer, she wanted to note that we do require new development projects, in a post-development scenario, reduce total phosphorus by 50 percent and total suspended solids by 80 percent. She also wanted to note that with the direct discharge to the Mississippi River, there is an additional restriction on total phosphorus loading; there's a maximum of .22 pounds per acre per year or the existing loads, whichever is lower. So, recognizing that there is discharge to the river after it has been treated through the storm sewer system within the site. Additionally, as part of the storm sewer system, as Schmitz had mentioned in her presentation, there are infiltration basins. That helps the groundwater recharge. Now this area is outside of our groundwater capture zone, so it's not impacting those wells that are within the system. As you all know, PFAS contamination is prevalent here in the City. The City has been very proactive in ensuring that we are providing clean water for Cottage Grove. We have a variety of temporary treatment plants online, and we've started construction of our first permanent drinking water treatment plant. So, all of the properties that are connected to City water are being provided that clean drinking water. The irrigation and the service of these additional homes is being accounted for as we design those treatment plants, the associated trunk mains, and those sorts of things.

Traffic: As part of the original Pulte proposal, they did do a traffic impact study that looked at the 499 units that were included in the EAW. As part of that, they looked at both a no build and build scenario, she believed they looked at seven different intersections, and in both scenarios all of those intersections were still operating at the appropriate level of service. She mentioned that that was also completed prior to looking at the extension of 100th Street out to the Highway 61/Innovation Road interchange, which also helps alleviate a lot of the traffic we're seeing, kind of in that Jamaica/100th area. As noted, we do have commercial, industrial developments in the area that are bringing traffic. With the residential, there is a bit of a benefit to kind of offset the traffic patterns of our industrial properties with the residential that are kind of going opposite directions. In the morning, we see those industrial properties bringing traffic in, where residents are typically leaving the area; so, it helps kind of balance out those roundabouts where we see some of that congestion.

Bridge Approach: Any proposed improvements that would be done to the hill, coming down 103rd, would have to be part of a future County-led project. But as part of this development, there are going to be a flashing bridge-height signs, as well as flashing stop signs, and then flashers on additional Stop Ahead signs. She noted that the roadway underneath the bridge is two lanes; the reason for the stop signs is really to provide that additional sight line. So, as somebody is approaching that crossing, it's not quite perpendicular, so it provides a little bit more view of what's ahead of you.

Meyer stated she'd pass it over to City Administrator Levitt, who wanted to answer a couple of questions as well.

Levitt stated that it is not very often that I get to come here, so thank you for allowing me to be here this evening. One of the topics that's really near and dear to my heart is the 3M Settlement. Obviously, since 2006, we've been tracking PFAS challenges here in the City of Cottage Grove. As part of that \$800 million settlement that the Attorney General was able to settle for with 3M, the DNR had a specific set aside, as was referenced, of \$20 million for natural resources. As part of that, it was defined like as water accesses and fishing piers. The co-trustees, which are the DNR and the PCA, have actually started their subgroup work on that. I want to be very clear about that because I don't want you to assume that \$20 million of that set aside is coming to Cottage Grove; there's actually no specific link to it, other than in regards to the co-trustees, and we are a party to that. So, there isn't a specific set of \$20 million that's coming to Cottage Grove for land acquisition. So, if you were to look at the settlement dollars, that language was very clear; it was more for natural resources and they referenced specifically water access, fishing piers, and things of that nature.

One of the interesting things is on the screen is all the different land that's been acquired. Over four years ago, the City approached the DNR about acquisition and their desire to acquire the land. What they desired was to acquire that little box at the bottom, which is about 12.3 acres. And you may ask yourself, well, why only that? Well, they were only interested in the rare and endangered species, which they knew were on that piece of land, which is what they wanted to acquire. Now, just to clarify, some of the individuals who spoke tonight said that that would be eradicated; well, that is not true because you saw on the environmental study that where those rare plant species were is exactly where the DNR wants to acquire it. Now, in the process between Pulte in the last two years, as they left the project, the DNR had interest in that large triangular piece of land. Now, you serve on the Planning Commission and so you're very well aware of what zoning is, and you know that that triangular piece of land that's in green on the map was guided and zoned medium density; I know Emily will probably correct me if I'm wrong, but it's like 15 units per acre. The DNR found value in that land. The DNR had an opportunity to acquire additional land, and they have not pursued it with the City or the landowner. So, the DNR is very content with the acquisition that they're proposing.

And the residents have mentioned Representative Hansen a couple of times; well, as a matter of fact, we had our legislative meeting last week and he was in attendance. His purpose for that \$6 million is for those two parcels that the City of Cottage Grove actually platted to help ensure and enable that purchase to happen. So, yes, the DNR's money that's been aside is doing just that. Unfortunately, the DNR is going through a reappraisal process right now, and it has delayed the acquisition. Originally, that acquisition of those two parcels would have been completed by December 2023; they're now reappraising the project, and the DNR said it's going to be four-to-six months until those appraisals are done. So, the DNR and the landowner have

been trying to get to the finish line on that because those are the parcels the DNR believes have the most significant value.

There was also some reference that there was hazardous materials on the site, and I just want to be very clear, as you saw from all of the work that was done by the Applicant, that there are no hazardous materials on this site.

It was interesting, one comment talked about water levels, same wells. Now, just to be very clear, there are no private wells being constructed on this parcel; so, there is no well interference challenges with the existing private wells that are on the site, and I think there's approximately four or five wells that will actually be abandoned and will be capped. From a wellhead protection standpoint, that's actually exactly what we want to have happen is have those sealed and protected so that we reduce contamination. And if the resident was specifically thinking about our municipal wells and the concern that the drawdown on the aquifer would have, it's actually been modeled by the Metropolitan Council in the last 10 years and in conjunction with the DNR to actually look at our static water levels within our wells to ensure that we don't have any draw-down challenges. Now, some of you probably are wondering, well, why did that work happen? Well, it was actually because of the White Bear Lake lawsuit. So, I can attest and assure you that the records for our drawdown of our wells have no impact on the standing of the aquifer in our wellhead; protection is all well and intact in regards to that. So, I just wanted to make sure that we provided a little bit more context around some of the questions and statements that were made.

Frazier stated our City Attorney, Kori Land, wanted to add a couple of things that she had in regard to the questions and comments that were raised by the public.

Land said some of this will be a repeat for those of you who have been through my training, and for those of you who haven't, I look forward to saying it to you again. As you know, the legislature has given local control for planning. So, some of the comments were made this is within your control to change. Within those planning statutes, it says the Planning Commission can develop a Comprehensive Plan. If you have a Comprehensive Plan, and in the seven-county metro area, you must have a Comprehensive Plan that has a land use map in it. That land use map guides the development for your community. You have a Comprehensive Plan with a land use map that was just adopted a couple of years ago, and it proposes up through 2040 how you envision this community to develop. Then you take your Comprehensive Plan and you develop your Zoning Ordinance, and that takes all of the Comprehensive Plan guiding and it puts it in more detail so that you know how to apply it to specific Zoning Districts with all of the rules. So, you have those rules in place that came out of the guiding document. Then you take your Zoning Ordinance and you develop your subdivision regulations. So, we have all of these rules that have been through both the Planning Commission and the Council, so that you have your planning documents and how you want the world to see how to develop in the City of Cottage Grove. Once you have an application, you don't get to change the rules on those people. That's the bottom line. So, we have rules in place; you don't get to pull the rug out from under an Applicant. Once they submit their application, and they submit an application that complies with your rules, you have to apply your rules.

There have been some good questions raised by some at the Public Hearing regarding traffic, regarding all of the Sanitary Sewer and the other utilities, and how it will affect things. Those were very well answered by the City Engineer. That's the evidence you need to weigh against

your rules. So, if you feel like that was adequately answered, check the boxes. But that's what you need to be applying, not what could have or should have or might have happened prior to this application coming forward, but what's in front of you today. I know that's not what people want to hear; they want to hear you can change the rules. I'm telling you please don't because frankly, I don't like it when somebody serves us with a lawsuit saying that you could've done something differently. I'm telling you what the rules say you have to do, so apply them appropriately. If you have any questions about those rules, I'm certainly here to help you answer those questions. But as I think it was Mr. Olson who said, staff wouldn't bring forward an application for this particular project unless it met your rules.

Frazier thanked Land and noted Meyer wished to speak again.

Meyer stated I realized I missed one question that I just want to answer on the record, related to the Sanitary Sewer. The existing residents that are surrounding this Mississippi Landing proposal would not be forced to connect to those City utilities. Frazier stated okay, I was going to ask you about that because you said that the other neighborhoods that were already there, if there was going to be a lift station that was put in place for them, it would be assessed against their property, but there is not a plan to do that at this point. Meyer stated for the River Acres neighborhood, that is correct, Mr. Chair. Frazier stated but for this proposed development, there would have to be, but that would be borne by the developer and then the people who are going to buy those properties. Meyer stated, Mr. Chair, that is also correct.

Frazier asked if there were any other questions for staff from the Commission.

Bhat stated this question is in regard to what he just said, rules are not going to be changed; but if we hear some differing opinions from the specialists or the experts, for example, regarding environmental impact. There have been a few residents and non-residents, who claim to be biologists or ecologists or conservation specialists, who seem to have provided a differing opinion. So, in that case, how do you deal with that? Land replied that's a great question. You have been presented with the evidence, and so it is your duty to weigh the evidence based on whether the developer is presenting factual information, or whether you think that the testimony that you received that didn't provide written documentation but certainly testimony as to their expertise, which is given greater weight. And that's why you get paid the big bucks to decide, but that's the evidence that's in front of you. That's why we have public testimony because you need to weigh the evidence from both sides.

Fisher wanted to commend everybody who came to speak tonight, we appreciate hearing, I know we joke about it being a long meeting and we don't want to be here until tomorrow, but we do appreciate the citizens and them coming forward with their concerns and their feelings. I also want to commend Rachel contracting and the environmental lady, Melissa. I'm so thankful that you came and spoke tonight because I really felt like that was missing from the Pulte proposal; I've been here a while, so I was here through the whole Pulte thing, too, and I really, really appreciate how you broke out every single species that had been talked about and where they are and what the actual impact is because I think a lot of people are, I mean, the environment is really the overwhelming reason why people are against this. And, so, I just thank you very much for doing all the due diligence and presenting us with a very clear, very precise report on this particular parcel and what it looks like as we develop it. So, thank you very much for that.

An unidentified female in the audience stated she had another question; Frazier stated public comment is closed, thank you, though. At this time, we're just discussing as a commission what the next step is.

Fisher stated I have one more thing, that just reminded me. There was a comment, I don't remember by whom, it doesn't matter, but saying that she hoped that we read the whole packet or we had enough time. I just wanted to underline we, as commissioners, we don't do this for fun, we don't do it halfway. I personally read every single page of that packet myself, and so, I just want to reiterate that fact to the citizens that we take this position seriously, and so, to slightly infer that maybe we didn't have enough time to review all the evidence is incorrect. And, so, just know that we as a commission take this role seriously. So, that's all I have to say.

Knable stated I'd like to piggyback on that as well. I mean, it wasn't an easy read by any means, and you know, getting it on a Friday afternoon and being ready for Monday was quite the task. But I do really appreciate Rachel coming out tonight, and really kind of getting some of those bullet points, as that was really hard to understand in the packet a little bit. Just all the public feedback tonight was incredible. The reason I'm sitting on the commission tonight is because I was out there in the public, going up against the Community Center at one point, and you know, I just think it's great to see everybody here tonight; and I really just appreciate the City of Cottage Grove and the public coming out tonight, so, thank you.

Stephens stated I just wanted to state that especially like your comment or question kind of about the differing opinions from the information we have, I think one of the biggest things is we got that, somebody went through and filled out the environmental questionnaire and it gave a different answer. I actually do these sort of worksheets quite a bit, and I think that's, I just wanted to reiterate that that is a really standard answer where you say, no, you're not going to be polluting it. Because all of these City Codes and engineering requirements are put in place, they wouldn't allow you, like she said, the application would be denied right away if you weren't going to have that. So, I just wanted to note that really that was the only written piece of documentation that we did have, from what I can tell. Then, also, just because I'm in similar work, I know somebody had said that you're told to not look for those things, but actually being a part of different small, large developments in natural resource protection, that's not the case. I think it's rare that you would find someone that does that; we really want to make sure, all professionals want to make sure that they're doing their due diligence and their jobs correctly. I think that everything that was presented tonight was really well thought out, and you can tell that the developers did a really thorough job of making sure, and that they stood behind everything that they found as well. So, I just wanted to give that two cents, that's all.

Frazier asked if there were any further comments from the commission; there were none.

Frazier stated I guess I'll sum up, as I always do when we have a large crowd here, I want to thank everybody for coming. I like it when we have people here to bring kind of outside opinions because most of the time at these meetings, it's us and staff, and we sit here and we listen, and if it sounds great, we move on. But having members of the public here who raise valid concerns, who bring up things that maybe we haven't thought about, makes the process better. And, so, as you heard, the application that was made protects a lot more property as open space than is required by our Code, as required by State Statute; and I credit that a lot to both Rachel Development being willing to do that, staff for working on that issue, but also for the community and the residents showing up and saying this is what we are demanding. We want to have this

kind of public access, and without that work by residents who come and spend their nights sitting here and talking to us, it doesn't happen. So, thank you, everyone for doing that. You are an important part of the process.

Where we come down on this issue, I know somebody came up and said rights of the property owner, what about the rights of the taxpayers; so, Ms. Land just told you, right? Us as a City, we have to tell somebody how we're going to use the property before they even put in an application. That's just fair, right? Here's what you can do with this property, so that they have an opportunity to say, okay, we're going to do that with the property. If they come forward with an application and say, hey, we've met all your rules, we can't now go, actually, we just changed the rules and now you've got to build a shopping mall there instead, sorry. That's now how it works; we don't get to pull the rug out from people. If this was a City-owned parcel and we're talking about what do we want to do with the City-owned parcel, I think that's a different scenario. If we want to turn a City-owned parcel into a park, that's a great conversation to have. But the fact that we have a private property owner saying, hey, you guys told me I can put houses on this piece of property, we've met all the rules to put houses on the piece of property, we can't now say, sorry, now we want a park. That's not fair to the property owner, and frankly, it's not fair to anybody else; because if you come in tomorrow and say I want to put a shed on my property, the statute says I can, the rules say I can, and we say no, that's the same thing. We as the government cannot tell you what to do with your property unless we have a Public Hearing, we put the rules out ahead of time, and let you know what the rules of the game are; that's just fair, that's due process, and it's required for every single person in the United States. So, I hear what you're saying, it's great to have more open space, we all want to have more open space, but there are rules to the game, and especially at the Planning Commission, we have to follow the rules. And, so, where I come down today is I believe the application meets the rules for the City and it should move forward with our blessing to the City Council. That's just my opinion, though.

Brittain made a motion to approve the preliminary plat for Mississippi Landing subject to the conditions stipulated in the staff report. Knable seconded. Motion passed unanimously (6-to-0 vote).

Approval of Planning Commission Minutes of December 18, 2023

Knable made a motion to approve the minutes of the December 18, 2023, Planning Commission meeting. Fisher seconded. Motion passed unanimously (6-to-0 vote).

Reports

8.1 Recap of January 2024 City Council Meetings

Levitt provided a summary of actions taken at the City Council meetings on January 3, 2024, and January 17, 2024:

Khambata stated I don't normally get an opportunity to make an impassioned speech in front of how many people were in this room a few minutes ago, and I also don't want to sway your decision-making process. And as I'll be seeing this presentation come up at our next City Council Meeting, I'm going to reserve any judgment until I see the presentation and have an oppor-

tunity to discuss it amongst the other Council Members as well. But I did want to speak to some of the fact of what we on Council have heard from members of the community over the length of time that this has been a topic of conversation for our City. But, first and foremost, to thank everyone that took the time and energy and really kind of courage to come out and stand up and speak their mind; I know that that's not easy, and much to Commissioner Knable's point, you know I got started on that bench because of something that I wanted to try to see happen in our community. I just have to commend everyone that took the time to come out. Regardless of your decision, their time here was valuable, and I'm glad that I got to listen to everyone's concerns.

A couple things kind of rose to the top: Access, preservation, stewardship. I think when this application first came before the City several years ago, we were talking about a 15 percent or 18 percent land preservation rate or statistic. In that time, Council sent out a survey to every citizen who has an address in Cottage Grove asking them what their priorities were for the City; one of them that was overwhelming was access to parks and open space, wanting to increase our access to the river, that's been a longstanding priority for the Council. Subsequent to that, we tasked our staff, Jennifer Levitt, Zac Dockter, who if you don't think we care about the outdoors, you should sit down and have a conversation with Zac; he leads our Parks Department and I swear that guy puts in more time, more of his own time, trying to find money for parks in this community. It's admirable. So, our staff believes in what we're doing in trying to preserve and gain access to parks. This is a blighted property, it's a derogatory term, but this is a property that fell into disrepair; its had property damage, its been dangerous at times, but blight has several different definitions, one of which is it's taking away from. So, this is taking away from the overall aesthetic of the community. When it was a golf course, it was beautiful; as a shuttered golf course that no one's taken care of, we've kind of seen that it hasn't always been great. Regardless of the outcome, whether it becomes prairie restoration, whether it becomes housing, the unfortunate fact is something has to happen with that land. It can't just stay the way it is, and that's where the blight is, is that there's no clear direction. So, it's going to be a hard topic, and I know from the people that were here, it's difficult to have taken that courage, come up, and spoke at that podium, and then not get the outcome that they were hoping for. I hope they'll come to our Council Meeting. I hope they continue to engage with the community, and not just on this issue, but on other issues. Every little bit is going to help kind of turn the dial in favor of what the overall community wants. Dave Olson is one example. I know for a fact I don't always agree with him, but I like to think that having him on our Parks Commission helps keep everyone kind of grounded. Here's an opposing opinion and it's valid; so, I appreciate that he speaks his mind as freely as he does. But also, in terms of tax funding, where are dollars going to come from. The City really has tried to make this a priority, but we have to manage a lot of things. We had to have a pretty frank conversation with the MN PCA regarding the 3M contamination and what's being done and how quickly it's being done. Behind the scenes, I think everyone on our City staff and everyone on our Council really is putting the environment first, even though in some scenarios, it might not feel like it. I just really have to commend staff on all of the effort that they've put forward to take this from 18 percent park preservation to potentially 40 percent park preservation through partnerships, through advocating with our County officials to bring those dollars back to Cottage Grove.

Khambata stated now I'll open myself up to take questions from the commission; none were asked. Frazier said thank you very much.

8.2 Response to Planning Commission Inquiries

None.

8.3 Planning Commission Requests

None.

Adjournment

Fisher made a motion to adjourn the meeting. Knable seconded. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 10:40 p.m.



City Council Action Request

7.D.

Meeting Date 3/6/2024

Department Convention and Visitors Bureau

Agenda Category Action Item

Title Convention and Visitor's Bureau Meeting Minutes

Staff Recommendation Approve the November 28, 2023 Convention and Visitor's Bureau Meeting Minutes.

Budget Implication

Attachments	1. 11-28-2023 CGCVB Meeting Minutes
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**COTTAGE GROVE
CONVENTION AND VISITORS BUREAU
MINUTES
CITY HALL - COUNCIL CHAMBERS
November 28, 2023**

A meeting of the Cottage Grove Convention and Visitors Bureau was held on the 28th day of November, 2023, at 7:30 a.m.

1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by Chairman Justin Olsen.

2. ROLL CALL

Jamie Mann, Interim Communications Manager/Assistant to the City Administrator, called the roll:

Members Present: Justin Olsen, Chairman - Here
Sarah Grecula, Director - Here
Steve Hanson, Director - Here
Gretchen Larson, Director - Here
Laurie Levine, Director - Here
Erik Olson, Director - Here

Members Absent: Druscilla Nute, Director

Staff Present: Jennifer Levitt, City Administrator
Jaime Mann, Interim Communications Manager/Assistant to the City Administrator
Molly Pietruszewski, Recreation Manager
Liz Dillon, Communications Specialist
Courtney Hanna, Communications Specialist

Others Present: None.

Chairman Olsen asked everyone to stand and join him in reciting the Pledge of Allegiance.

3. ADOPTION OF AGENDA

Director Larson made a motion to approve adoption of the agenda. The motion was seconded by Director Levine. Motion passed unanimously (6-to-0 vote).

APPROVAL OF MINUTES

4.1 Approval of June 27, 2023 CGCVB Meeting Minutes

Approval of the June 27, 2023 Cottage Grove Convention and Visitors Bureau Meeting Minutes.

Director Hanson made a motion to approve the meeting minutes from June 27, 2023. The motion was seconded by Director Larson. The motion passed unanimously (4-to-0 vote).

BUSINESS ITEMS

5.1 Presentation - Holiday Events

Molly Pietruszewski, Recreation Manager for the City's Parks and Recreation Department, stated she'd speak about the upcoming City holiday events over the next few weeks:

Hale to the Bird 5K Race Took place on Thanksgiving morning at Hamlet Park. They estimated about 800 people participated in that; all proceeds from that kick off our Holiday Train fundraising to serve the Friends in Need Food Shelf. This event was actually started by our residents; if you didn't participate this year, there's always next year.

Holiday Lights Home Tour As of yesterday, the map is ready. There is still plenty of time to add your address, a neighbor's address, or that of a family member in Cottage Grove, which then creates the map. All of the maps start here at City Hall, then lead you through the City, looking at Christmas lights. We encourage you to enter your address on the City's website if your house is decorated, as we'll still be updating the map for the next couple weeks. It's a fun family event.

Hometown Holiday Event Will be held tomorrow, right here at City Hall, from 5:00-7:00 p.m. There will be ample parking at the HERO Center and the Washington County Service Center, with wagon rides provided to City Hall. Santa & Mrs. Claus will be in the chair for photo opportunities. Live reindeer will be present. There will be many kids games and activities, food trucks, and the Park High School choir. New this year are lots of illuminated inflatables along the trail here. There will also be a warming tent tomorrow night. Last year we expected about 500 people; with the nicer weather, we're ready for a larger crowd. Everything is free except for what you choose to purchase from the food truck, so kick off your holiday events right here in Cottage Grove.

Fill a Fire Truck On Saturday, December 2, our first big event for the Holiday Train Committee. There's a live Silent Auction on the website through November 30, 8:00 p.m. All proceeds from that go to the food shelf. Fill a Fire Truck will be held at Woodridge Park this year, 10:00 a.m.-Noon. Santa & Mrs. Claus will be there to accept all paper product and cash donations; no food items will be accepted. You can pick up your winning items from the Silent Auction at that time. There will be many fire trucks there, so our goal is to collect as many paper products for the food shelf as we can.

River Oaks Santa Breakfast Sunday, December 10; this event is already sold out, but keep it in your back pocket for next year. It's a great North Pole breakfast with sleigh rides throughout the golf course.

CPKC Holiday Train On Sunday, December 10, the Holiday Train will arrive in Cottage Grove, its 20th year. This event gets bigger and better every year. The train will arrive at 5:00 p.m.; the road will close at 2:30 and events start at 3:00 p.m. There won't be an after school, after work rush this year. There will be some activities, lots of food trucks, and time to get yourself ready for the train's arrival. It takes about 15 minutes, then the show will take place, and that's about 30 minutes. There will also be wagon rides for this event from the Park and Ride all the way down to the event, which is close to the Youth Service Bureau. We typically have 9,000-10,000 people each year, so if the weather stays nice and because it's on a Sunday, we could have another record year for this event. The goal for the Holiday Train Committee still remains at \$100,000; this is the largest donation each year for the Friends in Need Food Shelf. It's a great opportunity to support our community by having your family attend. People will be collecting cash in buckets that night, which are returned to a secure location. Online donations beforehand are also accepted.

Park and Rec - Get Out and Play! Molly reminded everyone that Park and Rec is busy all winter. There are many opportunities to get outside all winter long, including: Parks, Trails, Warming Houses, Skating Rinks, Sledding Hills, Cross Country Skiing, Snowshoes. Trails are plowed during the winter. Watch the City's website or social media for updates. Park High School hockey will be playing games at home this week, and East Ridge High School has their first home game tomorrow. The Ice Arena is busy seven days a week with lots of public skate, cosmic skate, and open hockey.

Molly stated they look forward to celebrating the holidays here in Cottage Grove.

Chairman Olsen stated he appreciated the update from Molly, as he knows she and her team have been exceptionally busy preparing for tomorrow's Hometown Holiday Celebration. He stated he plans to be there tomorrow; he's spoken to Santa and Sparkles the Elf, and he knows they're also very excited. It should be a really fun night. He stated the Holiday Train is the best fundraising opportunity for the Friends in Need Food Shelf; after 25 years, this is the last year that Michelle Rageth will be the director of the food shelf. She's worked really hard, and she would love nothing more than to retire with a really nice fundraising event this year. The goal is \$100,000, and we've been able to beat that as a community over the course of the last few years. You can still look at the Silent Auction items online. Let's all raise a bunch of money for the Friends in Need Food Shelf.

5.2 2023 Food Truck Festival Recap

Assistant Mann gave a quick recap of the 2023 Food Truck Festival; it was our inaugural year, and it was a fantastic event. Nothing but great feedback was received. She played a quick video that Isaac Pavek, one of our Public Works employees who also does photography, prepared with his drone. It will show you the scope of this event:

- 23 food trucks
- A family held a cornhole tournament
- Our Recreation Department had some bounce houses for the kids
- Strawberry Fest Ambassadors put on some carnival games
- Two bands played for the duration of the event

- Lions Club provided alcohol sales during the event
- SoWashCo Cares sold the wristbands for alcohol sales
- Feedback from all of our food truck vendors was that they loved the event, and everyone who gave feedback told us they'd like to attend next year and wanted to know that date
- Volunteer groups who worked there with us all loved the event and want to participate again next year

Overall, it was a great success. We estimated attendance at between 4,000-5,000 people. The lines for the food trucks were very long, some had lines throughout the whole seven hours of the event. We're looking forward to doing it again next year. She stated the 2024 Save the Date is Saturday, September 14; she's not sure if the times will be adjusted, as they've learned a few things from hosting the first event. When our committee starts to meet for next year's event, we will put into place some things we're looking at changing. Assistant Mann stated she'd take any questions.

Director Larson made a comment; she thought Jaime and the crew did a fantastic job on the Food Truck Festival. She was shocked when she saw so many people show up. Having worked events for years and years, it was amazing to her how many people showed up, given how short we were on the communication side. So, kudos to Jaime, the community, and everyone who helped spread the word.

Chairman Olsen stated absolutely, he'd second that. Jaime had sort of picked up the ball at halftime, as she wasn't involved to a large extent in the initial planning phase, but when we had some staff changes, she was very gracious in taking this on because it wasn't a small project. It was a phenomenal event, and he's heard nothing but great feedback.

Director Olson stated he'd piggyback on that. The comments he's heard from the public are it was wonderful, they liked the time of year because kids were back in school, it's not yet Halloween, so in mid-September the weather is most likely favorable. Everyone he's talked to in the community enjoyed their time and/or they're spreading the word to others who missed it that this is a thing to be at. He heard some feedback that the lines were long, but that's okay; the food truck vendors were also happy, and we want them to be happy from a profitability side. The free entry he thought was very important, so we should keep that in mind for the future. He heard comments that the free entry nowadays for family events was nice, so thank you.

Jaime thanked Director Olson. She noted we had a larger goal for food trucks; since we now have comparison information to be able to share with food trucks about participation and attendance, we should be able to attract more food trucks so that the lines might be a little shorter for next year and people will have more options from which to choose.

Director Olson stated square footage wise, in the asphalt, it looks like there's some room for five to eight more trucks, and Jaime agreed.

Chairman Olsen stated one of the things we learned about the food trucks is because there are so many of these Food Truck Festivals during the summer months, it sounds like they tend to hedge their bets, and they might sign up for one-to-three events on the same date; as the date gets closer, they try to figure out which one is going to be the most profitable. So, we actually had a couple of trucks that backed out at the last minute. Now that we know that that's a thing, we can plan differently and accordingly for that. He agreed that a few more trucks out there would be a lot of fun.

Director Olson and I both belong to the Cottage Grove Lions Club, and our club was just incredibly impressed with the organization and with the traffic. We had a really good day in terms of just talking to people and having the opportunity to serve. We actually still owe the Convention and Visitors Bureau a check for that, which we will be taking care of here. Our Chair of that event said at our following Lions meeting that she absolutely wanted to Chair this again because she had so much fun. They're already putting their heads together regarding ways that we can enhance our presence as a Lions Club, as he's sure many other nonprofit groups are going to do.

Chairman Olsen stated regarding the free live music, we had a couple different groups there; now that we have a date, we can start planning ahead for that and try to figure out what might be the most attractive. Just all in all, what a great day it was, it was so much fun. He really enjoyed it, as did a lot of the public. He thought it was a good way to put our Convention and Visitors Bureau on the map. He thanked Jaime for that.

5.3 2023 Quarter 2 and Quarter 3 Lodging Tax and Other Revenue

Assistant Mann stated she's happy to report that we had great numbers for Quarter 2 and Quarter 3 for our Lodging Tax and other revenue:

Quarter 2: We had over \$19,000 in Lodging Tax Revenue; the other revenue amount listed is all Food Truck Festival related. So, that puts us 9.6% over our budget projections for revenue. Quarter 3: Was even better with our Lodging Tax Revenue at over \$22,000; the other revenue listed includes a \$14,000 grant that we had been previously awarded from Explore Minnesota, which was paid to us in August, and the remainder was Food Truck Festival revenue, either

sponsorships or food trucks paying their entry fee. Total Revenue for Quarter 3 is just over \$40,000; that puts us at 24% over our budget projections for revenue. Year to Date: We are 6.7% over our projected revenue. With our total revenue, we are just \$10,000 away from hitting our full year projected revenue.

Chairman Olsen stated that sounds like good numbers, so he likes that. He thanked Jaime again for all of her guidance in terms of generating that kind of revenue, as it takes a lot of work. When we talk about what we want to do with that revenue, there will be some really great ideas; it's a lot easier to have great ideas when you can actually pay for them, so he thanked her again.

5.4 2024 Budget Approval

Assistant Mann stated in front of the Board was a large budget document so they can follow along as she's talking through some of the budget items.

2024 Budget Revenue: We're using 2023 as a guide for projecting 2024, and most of this was in front of the Board at our June meeting when we reviewed the preliminary budget with you.

Lodging Tax Revenue Projection: We've previously used a 60% occupancy rate. We're actually trending about 65% on average over the past couple years, so we wanted to bump up from 60% because we felt we were a little bit low on our projections for Lodging Tax. For 2024, we're basing our occupancy rate on a 63% occupancy, which brings us to just over \$6,000 a month in revenue from Lodging Tax. Obviously, that fluctuates from month to month, with February a little slower, July a little busier; over the course of a year, that would equal just over \$72,000 for Lodging Tax projections.

Visitors Guide Ad Sales: We are using the number that we collected in 2023 for our ads, and that will be coming to you in February to review the Visitors Guide.

ARPA Funds: Is something new that's showing on the budget, although it's kind of lived on the back side of the budget for the past couple years. That covers a portion of the salary and benefits of our Communications Specialist positions, as the City also covers a portion of that. That money runs out in 2024, so that number is a bit lower than we've gotten in previous years. Moving forward, we will manage those on the back end.

Food Truck Festival Revenue: This is new. We're basing the 2024 number on the 2023 number, hoping to grow it in 2024, but we like to be conservative in our projections. So, we're basing our Food Truck Revenue on the 2023 total, which was just over \$11,000.

Explore Minnesota Grant: This is new. After our June meeting, in July we received notification that there was an Explore Minnesota Tourism Recovery Grant available for Visitors Bureaus across the State. It is a nonmatching grant, so we don't have to provide any funds for them to give us funds in return. With that, we didn't have to bring that in front of the Board, and we thought we'll always take free money from the State when we can get it. So, we applied for that, and we were awarded a \$10,000 grant. So, we have now added that into our revenue for 2024.

Total Projected Revenue: \$153,564.

2024 Budget Expenses: Our expenses are broken into three categories: Other Expenses, Operating Expenses, and Marketing Expenses.

Other Expenses: The only thing that has lived under this category is our startup cost payback. As of Quarter 2 of 2023, we are done paying back the EDA and the City for starting up the Convention and Visitors Bureau. So, that will drop off as of next year. **Total Other Expenses: 0.**

Operating Expenses: Salary and benefits for our two Communication Specialists, Office Equipment, Postage to mail Visitors Guides, Continuing Education, Dues/Subscriptions for Explore Minnesota or the Minnesota Area Convention and Visitors Bureau Association, Administration Fee 5%, and 25% Payback to the City of Cottage Grove for managing the Visitors Bureau. **Total Operating Expenses: \$107,259.35.**

Marketing Expenses: Website Hosting/Domain, Collateral Development & Printing, Marketing & Local Events, Food Truck Festival, Social Media, Professional Services, Advertising in Publications, Other Types of Advertising. We will be switching up how we do Social Media in 2024; previously, we've worked with a marketing company and have recently learned they're charging us about a 40% fee to handle our paid social media advertising. Since we're reconfigured our Communications Department, and now have an inhouse social media specialist who is comfortable doing paid advertising, we will be bringing that inhouse. We'll be able to take 40% of those funds and reinvest it into actual marketing instead of paying an administrative fee to a marketing company. **Total Marketing Expenses: \$41,199.00.**

Total Projected Expenses: \$148,458.35

2024 Budget: Total Revenue Projection.....\$153,564.00
Total Expense Projection.....\$148,458.35
Profit/Loss Projection.....\$ 5,105.65

In June, we were previously projecting a loss, but now with that \$10,000 grant from Explore Minnesota, we're projecting a profit of \$5,105.65.

Recommendation: By motion, Approve the Convention and Visitors Bureau 2024 Budget.

Assistant Mann stated she'd be happy to stand for any questions.

Chairman Olsen thanked her for that very comprehensive recap, with a lot of good information. It's always nice to see the bottom line in the black. It sounds like bringing some of that communications work back to City Hall as opposed to paying a 40% administrative fee is really going to help us moving forward.

Director Grecula asked if that Explore Minnesota grant was renewable, or if it was a one-time offering.

Assistant Mann replied that was a one-time offer. Usually, every year they'll come out with some type of grant. This one is called a Tourism Recovery Grant, last year's was called something else. We will apply for any grant that we see is available, and if there is a match, we will bring it before you for approval. Since this one didn't have a match, we were able to apply for it because we didn't have to provide any additional funds. We always look for Explore Minnesota grants or any other grants that we can use to supplement our revenue.

Chairman Olsen wanted to make sure that all of our directors understand in many cases when you apply for these types of funds or grants, they are matching funds; that means you need to put money forward and then whoever is providing the grant will typically match what you've put forward. As mentioned earlier, the Explore Minnesota grant did not require matching funds; that is not very common, but it is absolutely a gift because when we don't have to provide those matching funds, obviously we don't have to dip into our own pocket to try to create some of that financial health that those grants provide. He knows that our staff does an awesome job of consistently looking for and applying for relevant grants regardless of the department, that's something they do very, very well. He expects that there will be more good news with respect to grant funding next year.

Director Levine asked if we knew what month was projected for that new *Discover Cottage Grove* guide to come out.

Assistant Mann replied yes, we are looking at sending our advertising information now to companies who previously advertised in the guide. We're opening that up to others in January; the guide will come before you in February, and it will be ready for distribution in March.

Chairman Olsen asked if the two Communication Specialists that Jaime mentioned in her presentation were in the room. Jaime replied they were, asked Chairman Olsen if he'd like her to introduce them to the Board. He stated he would love for them to introduce themselves and let everybody know who they are because we're really lucky to have them here.

Liz Dillon stated she's a Communications Specialist with a focus in social media; Courtney Hanna stated she's on the Communications team and will be focusing on graphic design and working on the Visitors Guide, too.

Chairman Olsen stated that's great, and we're very lucky to have them on board.

Chairman Olsen asked about the Food Truck Festival and the food truck revenue; now that we have a little bit of background on what that festival generated in terms of traffic, revenue, etc., are we going to be looking at any potential changes to our fee structure in terms of who we invite and the fees for being here for that. We used a flat fee this year, but we definitely had some pretty happy food truck vendors, as they had plenty of traffic and it was a good event for them in terms of their financial health. So, is that something that we're planning to review.

Assistant Mann replied yes, once we get the committee back together, that is something we'll talk about. We actually got feedback from one of the food trucks that our fee was too low; so, if we bump it up, it will probably be a small bump the first year, then we'll kind of gauge based on the attendance, people coming to eat at the food trucks, how long the lines are, and if we can add more trucks. Adding more trucks would also create more revenue for us. So, we'll look at all of those things when the committee reconvenes, most likely in January.

Chairman Olsen stated he had a chance to visit with Matt Miller, Northwoods Smokehouse, as he provided some Thanksgiving meals for our First Responders this year, which was really nice. Matt mentioned that in terms of his experience, our fee was pretty low; it certainly helped us to attract a large number of food trucks, but he just thought it might bear some review and then we can determine what to do from there. He thinks it all depends on what your strategy is and how you want to go about achieving that strategy.

Director Hanson made a motion to approve the Convention and Visitors Bureau 2024 Budget. The motion was seconded by Director Levine. The motion passed unanimously (6-to-0 vote).

5.5 Dowdle Commissioned Art Program

Director Larson stated she'd do a quick review about the Dowdle Commissioned Art Program Agreement. The Board doesn't actually have the Agreement before you and it was not in your packet because we're still working on modifications and final details related to it. Generally, the Dowdle marketing team reached out to us in the City to join in the "Land That I Love" tour for America's 250th Birthday in 2026. Eric Dowdle is a well known folk artist who does commissioned paintings; from those commissioned paintings, he actually has his team produce puzzles that they then sell, which tell the story of our city and they tell the story of the country. If you visit their website, they have just an enormous number of puzzles.

She, our City Administrator, Chairman Olsen, Mayor Bailey, and the team met and talked about what is this, why would we want to participate, and what makes it impactful. She thinks we realized in those discussions that this project has potential, both short term and long term, to be an economic development and tourism promotional item. It's part of our Strategic Plan, in the Convention and Visitors Bureau, we want to grow, we want people to know us, we want people to come visit stay at our hotels. So, in exploring that and after the meeting with Chairman Olsen and Mayor Bailey, it was determined that we should just encourage the Economic Development Authority to continue to move this project forward. So, that's what we're doing here today, talking with you about it and about the impacts of tourism.

Costs for the Project: The Convention and Visitors Bureau is not paying the costs; however, the EDA would be if they agree to it and then the City confirms it. The total cost for the project is \$150,000, which includes:

- Original commissioned painting by Eric Dowdle (\$75,000)
- Purchase of 6,000 puzzles at a wholesale cost of \$12.50 each (\$75,000), which will then be sold by the City to help offset the cost
- An unveiling party with the artist, to be held in approximately May-June, 2024
- Marketing support via the sale of the puzzles at the Dowdle website

Purchased puzzles would be delivered the day of the unveiling. We anticipate selling the puzzles at events like the Chamber showcase, Strawberry Fest, the Food Truck Festival, the Holiday Train, etc. Anybody who participates would be invited to the unveiling party.

Director Larson displayed a matrix of the puzzles, which showed: Wholesale price of the puzzles is \$12.50. We can order puzzles with 300, 500, or 1,000 pieces in various quantities, those costs were displayed, and at what price we could sell them. Again, that still needs to be kind of finetuned at the end of the Agreement.

So, the total cost is \$150,000; we'd hopefully be recovering \$150,000 with puzzle sales. If we unveil in approximately May/June, then we would have an entire year to sell all the puzzles and recoup our money. It's not an exact science, but it will get you there.

Director Larson stated she'd be happy to answer any questions, but there is a recommendation before you.

Recommendation: By motion, support the project by encouraging the Economic Development Authority to pursue it for consideration and approval as both an economic development and a tourism strategic initiative.

Director Grecula asked what would be the goal besides recouping the funds; would you then put in another order to try to profit off of this.

Director Larson replied that's a great question. Yes, the City Administrator and I have only briefly talked about this, and the rest of the team, except for Alexa, hasn't even been involved in the conversation. What is Eric's plan, we know that we're all mature, and eventually you have to pass off the project to someone else. So, we're talking about generational discussions about what does Eric plan, does he have an apprentice that will do paintings after he decides he's not going to paint anymore, or how will that all work. Those are all unanswered questions right now, but we kind of see it as multifaceted. When you're in marketing and/or economic development, we say this is a great place to work, live, and play, but invest in is also important; so, we could have different puzzles and different themes for different reasons. Our idea would be to suggest to all of you on the EDA and the Council that it'd be kind of a generational, really cool project. Right now, it may focus on tourism because that may be an easier quick pitch to get this all finished before the end of the year, but then maybe it's an industry one; there are people like Costco and others who have participated in those types of things, just businesses who actually paid for the puzzles. That's a profit for us because we ordered the puzzles and paid for the puzzles through sponsorships.

Director Olson stated he believed it was 2025-2026 on the literature, so asked what is the timing of the project.

Director Larson replied 2026 is the 250th Anniversary of the country. So, what they're doing is they're lining up everybody who will eventually participate and ultimately back. We don't know what that will look like either, but the idea is that they specifically want two cities or towns in Minnesota to participate, and they want that for all 50 states. They want at

least two cities or towns to participate in that, and how all the rest of that plays out we don't know yet. She stated she doesn't think they even know yet; they know what they're working towards, and we'll still have to hash that out as to how we all fit into that plan.

Director Olson stated budget wise, \$75,000 and \$75,000, for the \$150,000 on a tourism thought, he asked has there been thought or discussion on small sponsorships from some of the businesses in town, like hotels and restaurants, to minimize that cost.

Director Larson replied the selling of the puzzles could mitigate the whole cost. It will come out of the Economic Development Trust Fund, so that's covered. But yes, we will absolutely talk to businesses and other entities about participating in the puzzle because you also have to have humans at the unveiling, who tell the story of the puzzle.

Director Olson stated of course, but from a finance point, every \$5,000 matters. So, he would think there would be certain businesses in town that would be interested, Renewal by Andersen, Up North Plastics, 3M, or even some of the more successful restaurants or hotels. Just food for thought.

Director Larson stated oh, yes, absolutely, and the City Administrator and the team and I have talked about that, and that's kind of where we come with separating the puzzles related to the long-term strategy of how this would all work. Because you're right, coffee shops and hairstylists and Hy-Vee are different than Renewal by Andersen and 3M.

Director Olson stated so if you did it early, especially with the larger businesses, Renewal by Andersen, 3M, Up North Plastics, you might be able to take their temperature for future interest as well.

Director Larson stated absolutely, there are a lot of conversations still to be had.

Chairman Olsen involved City Administrator Jennifer Levitt in this conversation with Director Larson. For the rest of the directors here, when Mayor Bailey and I and Administrator Levitt were on the Zoom call with those who represent Eric Dowdle, there were some things that we thought were pretty interesting. He wanted to give everybody a brief snapshot so that they completely understand what we're talking about. Eric is a renowned artist, and he's done this for several years, so this isn't a new thing that hasn't been tried or tested; Director Larson stated it's actually been decades. Chairman Olsen stated Eric actually comes to town, spends time in town, and part of the time he spends with folks who have story ideas to incorporate into this puzzle. He asked Administrator Levitt if she recalled how many they said they can put in the puzzle.

Administrator Levitt stated we have to provide a list of 50 items, there are kind of the must haves and then the wish list. There are 20 people who would also be recognized in the puzzle.

Chairman Olsen stated as Director Olson was talking about sponsorships, it's possible that there could be some synergy there in terms of them looking to contribute to this project because the project will feature their business or whatever the case might be. He thought it was really neat that we give Eric a list of ideas, he comes to town, he talks to people, he looks around, and he connects with folks here at City Hall. He also spends some time alone and he just travels around the community, looking for inspiration. So, if we do move forward with this, we're going to give him a list of ideas, things that we may want to feature that are unique to our community and kind of speak to our community's culture and personality, but he will also seek out things on his own; he thought that was kind of neat. We also talked about the fact that he does a painting, and that painting is ultimately what becomes the puzzle. He confirmed with Administrator Levitt that we take ownership of the painting at some point.

Administrator Levitt replied yes, at the unveiling event, he would bring the actual commissioned painting. Director Larson referenced on the unveiling, there are large puzzle pieces, and people who are part of the story get to tell the story of Cottage Grove and how the puzzle got to be. So, it's a really neat event to be able to celebrate our community and kind of our heritage. Staff has been really excited as we've been brainstorming historical items within the community and people and places and businesses that we can highlight. So, watch your inbox for some communication about this as we seek your vote.

Chairman Olsen stated he appreciated that Administrator Levitt spoke about the big puzzle pieces, as he had forgotten that. The fact of the matter is we have a great story to tell as a community, and this is just another way to tell our story. Once that painting is completed, Eric then formulates it into the puzzles. We take ownership of the puzzles, and then we can feature those at events like Strawberry Fest or the Food Truck Festival or whatever the case might be. From what they told us on the call, at the unveiling they tend to sell a boatload of puzzles. He asked Administrator Levitt if that was correct.

Administrator Levitt replied we hope that will be the case. Staff will also be working on a very detailed marketing plan because, as indicated, we have to identify how many puzzles, the quantities, and what count, and so we need to be really strategic in how we do that and really develop a key marketing strategy. So, the people sitting in the audience are going to be the ones developing that plan, so you'll probably be hearing more from them in the coming meetings.

Chairman Olsen told Director Olson in response to his question about funding, as we've discussed this a little bit after the Zoom and as Director Larson said, we're just at the tip of the iceberg here. We have not taken a deep dive yet, but it was

suggested that this would be paid for out of the EDA Trust Fund. He asked Administrator Levitt to explain for everybody the difference between the EDA Trust and just EDA funding.

Administrator Levitt stated the EDA Trust Fund actually generates revenue from a local business that contributes money into it; so, there are no taxpayer dollars associated with that fund. The nice thing, too, with the EDA Trust is it has an easier mechanism to allow expenditures to flow out and revenue to flow back in. So, the selling of the puzzles is the best mechanism for us to have the financial expenditure, then have the revenue come back into that fund for the City. That's the best way to do it, and she wants to stress there are no taxpayer dollars associated with the EDA Trust.

Chairman Olsen stated the EDA Trust is funded annually through gifts, and we receive generous gifts from at least one local business each year to help support our economic development activities. That EDA Trust Fund, as Administrator Levitt stated, does not contain any taxpayer dollars. That's one of the reasons that when we do projects like this, we like to go through the EDA if we can, similar to the way that we set up the Convention and Visitors Bureau. The EDA can be reimbursed through the proceeds of the sale or whatever the case might be.

Director Levine asked, just because she's curious, if we know what the other city in Minnesota is that they're looking at, if we had any idea. Director Larson replied perhaps, but they're still negotiating with them.

Director Hanson asked if we knew, for those people who don't want a puzzle, if they will have an opportunity to purchase the print in the future.

Administrator Levitt replied the nice thing is we get the rights to the actual print itself. So, if we wanted to make T-shirts, or wanted to buy a replica of that, we could also provide those options in the future. She gets excited because we have City banners and maybe something like that could be incorporated into it or it could be a mural or a mural wall. There are a lot of different options, so we're really excited that we get the ownership of it. They just have to approve the use of it to ensure that it follows the proper integrity of the actual original print itself.

Chairman Olsen stated that's a unique opportunity that we don't usually get. When we finished with the Zoom meeting, one of the questions he asked was do we want to perhaps use this as a mural. His understanding is we can actually take that painting and can print it on a really large surface of some sort and then use that to create a mural at one of the park buildings or whatever the case might be. The sky's the limit in terms of ideas on how to use this should we decide to actually take the plunge. He's guessing staff has just got tons of ideas about how we might utilize that. Chairman Olsen thanked Director Larson for the presentation.

Motion by Director Levine to support the project by encouraging the Economic Development Authority to pursue it for consideration and approval as both an economic development and a tourism strategic initiative. The motion was seconded by Director Hanson. The motion passed unanimously (6-to-0 vote).

Chairman Olsen asked Administrator Levitt where it goes from here, if it goes to the EDA.

Administrator Levitt replied yes, apparently it's scheduled for the next EDA meeting on December 12, to take action on it. They would then enter into the legal contract that we're continuing to negotiate with them.

Chairman Olsen asked once the contract is signed, will it come before the Council for approval. Administrator Levitt replied technically the EDA is the funding source, so it wouldn't necessarily need to make another stop. Chairman Olsen stated that's another unique thing about the EDA, it's its own entity and has certain powers and bylaws, so the EDA can sometimes do things just on their own and Council approval isn't required, but it's kind of a dotted line just to keep us in the loop. Chairman Olsen told Director Larson this is pretty exciting.

Director Larson stated yes, we get to be a piece of the puzzle.

6.1 PUBLIC HEARINGS - None.

OTHER BUSINESS

7.1 CGCVB Comments - None.

7.2 Response to Previous CGCVB Comments - None.

8.1 Workshop - None.

9.1 Presentation - None.

10 ADJOURNMENT

City of Cottage Grove Convention and Visitors Bureau

November 28, 2023

Page 9 of 9

Director Larson made a motion to adjourn the meeting at 8:24 a.m. The motion was seconded by Director Hanson. The motion passed unanimously (6-to-0 vote).

Respectfully submitted,

Jaime Mann, Interim Communications Manager-Assistant to the City Administrator

/jag



City Council Action Request

7.E.

Meeting Date	3/6/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Accacia Lodge Sportsman Raffle		
Staff Recommendation	Approve the Gambling Permit application from Accacia Lodge to hold a raffle on October 5, 2024, at 11094 70th Street South at 6:00 PM.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Deputy Director Rinzel Memo</td></tr></table>	1.	Deputy Director Rinzel Memo
1.	Deputy Director Rinzel Memo		

To: City Administrator Jennifer Levitt

From: Deputy Director of Public Safety Gregory Rinzel

Date: February 26, 2024

Subject: **GAMBLING LICENSE APPLICATION - TEMPORARY**

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Adam Cale Martin, on behalf of the Accacia Lodge No 51 has submitted an application for a Temporary Single Occasion gambling permit, to conduct a raffle, to be held at Accacia Lodge No 51, 11094 70th Street South, Cottage Grove, MN 55016 on October 5, 2024, at 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Accacia Lodge No 51.



Gregory Rinzel – Deputy Director of Public Safety

2/26/2024



City Council Action Request

7.F.

Meeting Date	3/6/2024		
Department	IT Department		
Agenda Category	Action Item		
Title	Tyler Utility Pro Billing Software Proposal		
Staff Recommendation	Approve of the purchase with Tyler Technologies for the addition of Tyler Utilities Pro to be used with the City's Tyler ERP system.		
Budget Implication	Year one (2024) - \$103,198 (includes licensing, financial integration, historical file import, configuration, and training.) Annual renewal (beginning in 2025) - \$16,794 (is subject to a 3% annual increase)		
Attachments	<table border="1"><tr><td>1.</td><td>Cottage Grove MN Replacement LSA Final 022724</td></tr></table>	1.	Cottage Grove MN Replacement LSA Final 022724
1.	Cottage Grove MN Replacement LSA Final 022724		

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Brian Bluhm, IT Manager
Cc: Brenda Malinowski, City Finance Director
Date: February 27, 2024
Subject: Tyler Utility Pro Billing Software

Introduction

As the City of Cottage Grove has grown, city staff have identified cost savings, efficiencies and improved customer service to businesses and residents in the utility billing process. In the 2023/2024 budget process, the City Council authorized staff to begin researching a replacement for our current Utility Billing software, vendors, processes, and procedures as well as the formation of a Utility Billing team under the Finance Department. City staff formed a work group consisting of the Finance Director, Finance Team, and the IT Manager to build out requirements, research options, attend site visits of existing use and attend demonstrations of chosen products.

Requirements for the new solution were as follows.

- Increased cyber-security controls.
- Ease of use for non-technical users and navigation for residents and businesses.
- Streamline process starting with utility meter reading to billing and payments.
- Integration with current systems, including:
 - Tyler ERP 10 Financial
 - Website – Public Utility Billing Portal
- Up to date information security controls and standards built into the product.

Background

The current utility billing process involves a number of steps and processes using multiple third-party vendors. Though this process has served the city well for many years, as the city has grown, city staff has found many inefficiencies in the processes. The inefficiencies relate to processing, security and being able to provide the superior customer service residents and businesses expect. As the Utility Billing work group researched solutions, it was found that many products would meet all the requirements if the city also replaced its financial system also including payroll.

New System - Tyler Utilities Pro

The research was completed using the requirements set forth by the review workgroup, and three companies were invited to demonstrate their products. This includes Tyler Technologies, OpenGov, and BS&A. While all companies could provide a good product to the City of Cottage Grove, Tyler Technologies stood out as the choice due to full integration into the current city financial system, Tyler ERP Pro. Some of the features provided by Tyler Utilities Pro include:

- Reduced data entry and increase access of information.
- Enhanced citizen service and online portal
- Simple Billing and Revenue Collection

- Mapping and GIS integration
- Mobile field application for meter management
- Customization of reports and customer features
- Integration with Tyler ERP Financials

Updated Agreement

As part of this proposal, City staff along with are including a fully updated License and Services Agreement from Tyler Technologies that includes an update to the ERP (financial) solution that has been in place for over ten years to include the Utility Billing Pro module addition. The agreement was reviewed and approved by city legal counsel.

Budget Implications

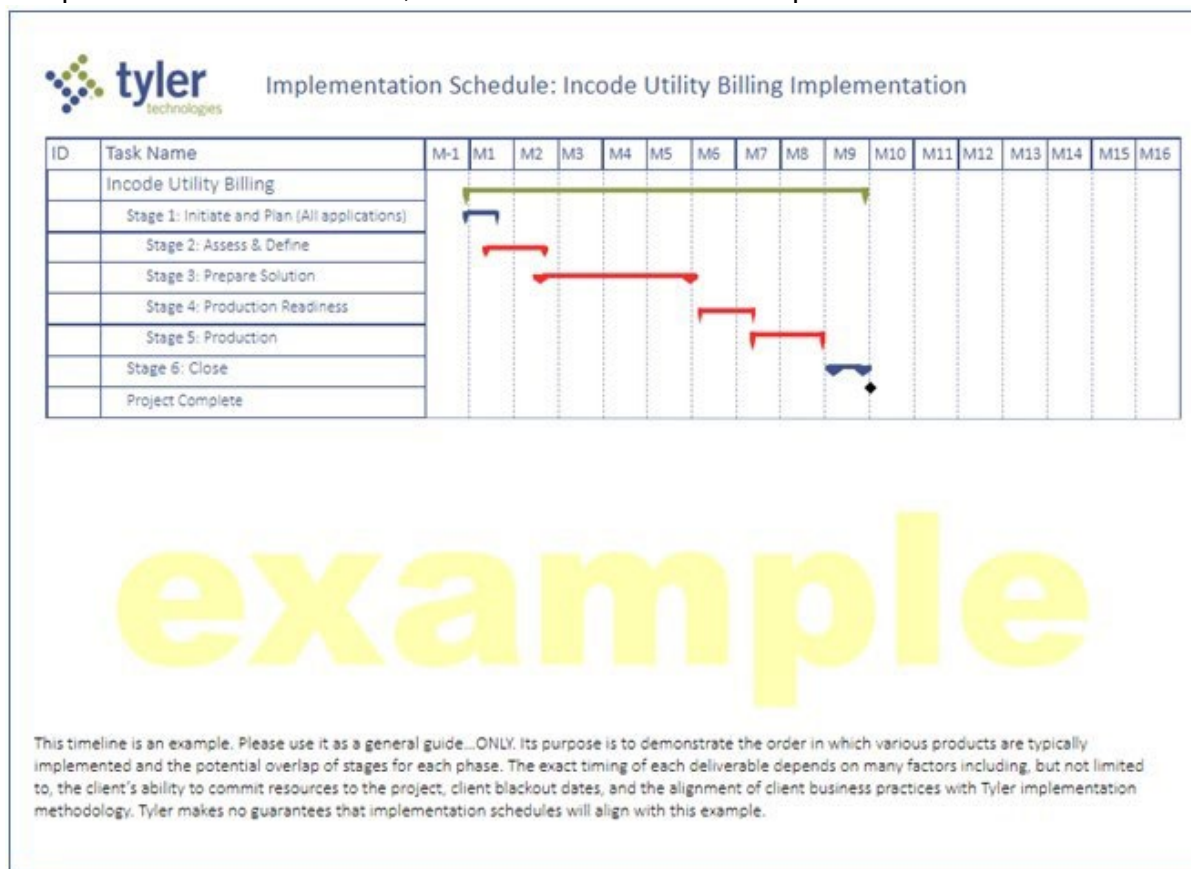
Total software and implementation investment in year one of **2024** is **\$103,198** and includes licensing, financials integration, historical file import, configuration, and training.

Annual renewal is **\$16,794** beginning in **2025** and is subject to a 3% annual increase.

Quotes are attached.

Project Timeline/Staffing

Project implementation is expected to take approximately 8-10 months to complete with anticipated completion in the middle of Q4, 2024 as indicated in the sample timeline below:



Project managers have been selected by city staff to include, consultant project leaders from Stantec Engineering who are currently contracted by the city. Additionally, project managers from Tyler Technologies will be assigned once project has been approved.

Staff Recommendation

Staff recommends the approval of the purchase with Tyler Technologies for the addition of Tyler Utilities Pro to the City's Tyler ERP system and approval of the updated License and Services agreement.



City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove MN 55016 Quoted BY
Tyler Richardson
Quote Expiration 2/29/24
Quote Name Utility Billing Suite

Sales Quotation For:

Tyler Software		Annual
Description	License Total	Maintenance
ERP Pro powered by Incode		
ERP Pro 10 Customer Relationship Management Suite		
Utility Billing Water/Gas	\$ 28,995	\$ 7,249
Additional Handheld Meter-Reader Interface	\$ 3,000	\$ 750
Third-Party Printing Interface	\$ 7,500	\$ 1,875
Service Orders Mobile	\$ 2,000	\$ 500

Tyler Annual Software – SaaS		Annual
Description		
ERP Pro powered by Incode		
ERP Pro 10 Customer Relationship Management Suite		
Utility Access		
		\$ 6,240

TOTAL: \$ 6,240

Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro powered by Incode	
ERP Pro 10 Customer Relationship Management Suite	
Miscellaneous Payments	\$ 1.25
Notify	

Notifications for Utilities

\$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
Utility Access Payments Bundle	Utility Billing			\$ 0.50	2.00%			X	X	
Payments - Payer Card Cost - Service Fees										
Tyler One										
ERP Pro Payments	Miscellaneous		3.75%	\$ 2.50				X	X	

Payer Card Cost

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Third Party Software & Hardware					Extended Price	Annual
Description		Quantity	Unit Price			
Tyler One						
Payments						
PCI Service Fee (Per Device)		1	\$ 0		\$ 0	\$ 180

Third Party Software & Hardware					Extended Price	Annual
Description		Quantity	Unit Price			
Payments EMV Card Reader Purchase		1	\$ 529		\$ 529	\$ 0

TOTAL:	\$ 529	\$ 180
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Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	244	\$ 35,380
Project Management	1	\$ 2,000
Data Conversion Services		\$ 7,000
TOTAL:		\$ 44,380

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 41,495	\$ 10,374
Total SaaS		\$ 6,240
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 44,380	
Summary Total	\$ 86,404	\$ 16,794
Contract Total	\$ 103,198	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Utility Access

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

ERP Pro Payments

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

Miscellaneous Payments

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Notifications for Utilities

Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

Utility Access Payments Bundle

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

Utilities Data Conversion

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saasservices>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: - Misc Receipts: In Person - EasyPay: Online	3.75% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Utility Access Payments Bundle <u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model. Applies to: Utilities (Bundle): Online and In Person	2.00% \$0.50 minimum
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: Utilities: Online	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00

<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<u>Lane 3000</u> : \$419 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee. (Five MIDs)

Proposal for:
City of Cottage Grove, Washington County MN

November 21, 2023

Quoted by: Dan J. Burns, CPA

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Cloud Modules

Financial Management

Utility Billing (approximately 12,000 utility accounts)	\$14,400
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BS&A Online

Public Records Search + Online Bill Pay With use of integrated Credit Card Processor	\$2,975
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Subtotal	\$17,375
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Data Conversions/Database Setup

Convert existing Opus 21 data to BS&A format. Additional costs to export data from current system may be incurred from current provider.

Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 10 Years of Service, Billing & Payment History)	\$20,400
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$12,400

City of Cottage Grove, Washington County MN | November 21, 2023



Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes – Training and Go-Live

Software Setup	Days:	2		\$2,400
Financial Management Modules	Days:	20		\$24,000
Total:				22
			Subtotal	\$26,400

Cost Totals

Modules	\$17,375
Data Conversions/Database Setup	\$20,400
Project Management and Implementation Planning	\$12,400
Implementation and Training	\$26,400

Total Proposed	\$76,575
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<i>Travel Expenses</i>	<i>\$15,395</i>
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Payment Schedule

1st Payment: **\$32,800** to be invoiced upon execution of this agreement.

2nd Payment: **\$17,375** to be invoiced at activation of customer's site.

3rd Payment: **\$41,795** to be invoiced upon completion of training.



Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Financial Management	
Utility Billing	\$14,400
BS&A Online	
Public Records Search	\$2,975
Total Annual Service Fees	\$17,375

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsaonline/public-records-search/> for information.



From: Phuong Phan To: Brian Bluhm Cc: Brenda Malinowski Subject: Re: OpenGov & Cottage Grove - Financials Demonstration F/U Date: Monday, December 11, 2023 1:34:33 PM Attachments: image001.jpg	EXTERNAL EMAIL WARNING: This email originated from an outside organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
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Hi Brian & Brenda,

I am so sorry for the delayed response! I have been out of office for a destination wedding. And apologies, I actually swapped the upfront/implementation costs of Financials and Budgeting & Planning.

The one time upfront/implementation costs of Financials should be ~450K-500K.

The one time upfront/implementation costs of Budget & Planning should be ~30K-50K.

On Fri, Dec 1, 2023 at 3:23 PM Brian Bluhm <bbluhm@cottagegrovemn.gov> wrote:

Hi Phuong,

For the Budgeting & Planning upfront costs, is the \$450k-500k correct or should it read 45k-50k?

Thanks,

Brian Bluhm

IT Manager

Direct: 651-458-2880 | bbluhm@cottagegrovemn.gov

General: 651-458-2800 | www.cottagegrovemn.gov

12800 Ravine Parkway South, Cottage Grove, MN 55016



From: Phuong Phan <pphan@opengov.com>

Sent: Thursday, November 30, 2023 3:16 PM

To: Brian Bluhm <bbluhm@cottagegrovemn.gov>; Brenda Malinowski <BMalinowski@cottagegrovemn.gov>

Subject: OpenGov & Cottage Grove - Financials Demonstration F/U

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

Brenda & Brian,

Thank you for joining our team yesterday for an overview demonstration of our Financials solution. It was great to not only showcase our solution but also learn more about The City of Cottage Grove, MN.

Rough Pricing for Financials (includes utility billing + Budgeting & Planning):

- 3 year contract: ~\$62k-83k annually.
- You can expect the upfront costs of professional services to be roughly ~30K-50K.

Rough Pricing for Budgeting & Planning:

- 3 year contract: ~\$24k annually.
- You can expect the upfront costs of professional services to be roughly ~450K-500K.

As you know we are very methodical & thorough on our process to make sure that we both are a good fit for each other. We have a quick questionnaire we'd like for you to fill out!

- What utility billing software do you use today?
- What types of utilities do you manage?
- Are your utility fees established by a rate table or ordinance?
- How do you process meter reads?
- How often do you take meter reads?
- What brand are your meters/what meter reading software do you use?
- What is the frequency of your billing?
- Do you bill on a rolling calendar?

- How do you send out bills to customers?
- How do customers pay their bill today?
- Who is your credit card merchant?
- Do you do statement billing?
- How do you handle partial payments?
- Do you use online/mobile service orders today?
- Do you assess penalties, sales tax, and/or delinquent billing?
 - If yes, please describe. Include any credit agency that you work with for delinquent accounts



Phuong Phan
Account Executive
OpenGov
(484) 425-4375
pphan@opengov.com
opengov.com

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pphan@opengov.com



Phuong Phan
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Executive
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LICENSE AND SERVICES AGREEMENT

This License and Services Agreement ("Agreement") is made and executed this ____ day of _____, 2024, ("Effective Date") by and between Tyler Technologies, Inc., One Tyler Drive, Yarmouth, Maine 04096, ("Tyler") and City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016 ("Client"), hereinafter collectively referred to as "Parties" or individually as "Party".

WHEREAS, Client and Tyler are parties to a prior license and services agreement, dated December 23, 2008, by which Client licensed certain software products from Tyler and purchased certain services from Tyler and Tyler provided said license and services in accordance therewith (the "Initial Agreement"); and

WHEREAS, Client and Tyler desire to replace the Initial Agreement with updated terms to reflect the nature of their ongoing relationship and to add certain additional Tyler Software and services to this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Cottage Grove, a Minnesota municipality.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Initial Agreement"** means our prior agreement by which we licensed Tyler Software to you and performed certain services related thereto.

- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached as indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. Termination of the Initial Agreement.

1.1 As of October 1, 2023, the Initial Agreement is hereby terminated and replaced with this Agreement by mutual agreement of the Parties. As of that date, the Parties’ relationship shall be governed solely by the terms of this Agreement.

2. Term. The initial maintenance and support term of the Agreement is through September 1, 2024, as identified in Exhibits B and C. Upon expiration of that initial term, the maintenance and support term of this Agreement may be renewed by mutual consent of the Parties for successive one (1) year terms at our then-current rates. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term.

3. License Grant and Restrictions.

- 3.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 3.2 Without limiting the terms of Section 2.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 3.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 3.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 3.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered Payment Card Industry Data Security Standard (“PCI DSS”) compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 3.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

4. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed under the Initial Agreement. Should you license additional Tyler Software through this Agreement or

by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

5. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. Any additional work performed or services provided that may result in an increase to the compensation due Tyler shall require prior written approval by the Client. The Client will not pay additional compensation for additional work performed or services provided that do not have prior written authorization.
4. Cancellation. If you cancel any training or other professional services less than four (4) weeks in advance of the date such professional services are to be performed by Tyler (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of

the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of

the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 1.4 Termination for Convenience. Client has the right to terminate this Agreement prior to the end of the contracted Term for convenience by providing Tyler sixty (60) days' written notice delivered pursuant to Section I(14).

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date of the Initial Agreement. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER**

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, EACH PARTY RECOGNIZES THAT APPLICABLE MINNESOTA LAW MAY PROHIBIT THE APPLICATION OF THIS EXCLUSION OF CERTAIN DAMAGES PROVISION TO CLAIMS FOR GROSS NEGLIGENCE AND WILFUL MISCONDUCT.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,500,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to

resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to provide services to Client pursuant to this Agreement.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. If Client's consent is not required as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets, Tyler shall provide Client notice within sixty (60) days after such assignment.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and

us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as, but not limited to, notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, and, only with your prior written consent, marketing presentations and promotional materials.
16. Confidentiality.
 - 16.1. Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the Parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof, acceptable by the other party, was in that

party's possession at the time of initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

- 16.2. Tyler shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of confidential Client data in Tyler's possession to the same extent that it safeguards its own confidential materials or data, but in no event shall the standard implemented be less than the industry standard. Tyler shall limit its dissemination of any confidential information to employees within Tyler's business organization who are not directly involved with the performance of this Agreement and do not have a need to use such information.
- 16.3. If either party is required, or anticipates that it will be required, to disclose confidential information of the other pursuant to a court order or to a government authority, the party who may be required to make the disclosure shall, at its earliest possible opportunity, provide written notice to the party whose confidential information is at stake so as to give that party a reasonable opportunity to secure a protective order or to take other actions as they deem appropriate. The party who may be required to disclose shall at all times cooperate with the other party so as to minimize any disclosure to the extent allowed by applicable law.
- 16.4. In the event of a security breach resulting in the dissemination of Client's confidential information at the sole fault of the negligence, malicious actions, omissions, or misconduct of Tyler as the data custodian, Tyler shall comply with remediation efforts as required by applicable federal or state law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its rules on conflicts of law. The venue for actions or proceedings relating to or arising out of this Agreement shall be a state or federal court serving Washington County, Minnesota.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve

the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Current Active Modules Schedule 2: Additional ERP Pro Products
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Cottage Grove, MN

By: _____

By: _____

Name: _____

Name: Myron Bailey

Title: _____

Title: Mayor

Date: _____

By: _____

Name: Tamara Anderson

Title: City Clerk

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

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





Exhibit A

Investment Summary

The following Investment Summary consists of Schedule A and Schedule B and details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**Exhibit A
Schedule 1
Current Software**

Maintenance Description*	Term Start Date	Term End Date	Current Annual Fee
ERP PRO APPLICATIONS			
<i>ERP Pro Financial Applications:</i>			\$21,908.58
Core Financials	10/1/2023	9/30/2024	
Positive Pay	10/1/2023	9/30/2024	
Purchase Orders	10/1/2023	9/30/2024	
Fixed Assets	10/1/2023	9/30/2024	
Accounts Receivable	10/1/2023	9/30/2024	
Secure Signatures	10/1/2023	9/30/2024	
<i>ERP Pro Human Resources Systems</i>			\$7,362.09
Payroll/Personnel	10/1/2023	9/30/2024	
Employee Self Services	10/1/2023	9/30/2024	
<i>ERP Pro Customer Relationship Management</i>			\$3,595.64
Central Cash Collection	10/1/2023	9/30/2024	
<i>Network Support</i>			\$1,210.60
Basic Network Support Services	10/1/2023	9/30/2024	
<i>Tyler U</i>	10/1/2023	9/30/2024	\$1,500.00
		TOTAL:	\$35,576.91**

* Licenses for the above software paid for by Client under the Initial Agreement are included under the terms of this Agreement.

** Maintenance and support fees have been paid by Client for the term indicated.



**Exhibit A
Schedule 2
Additional ERP Pro Products**

Tyler sales quotation follows this page.

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Sales Quotation For:
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove MN 55016

Quoted BY Tyler Richardson
Quote Expiration 2/29/24
Quote Name Utility Billing Suite

Tyler Software		
Description	License Total	Annual Maintenance
ERP Pro powered by Incode		
ERP Pro 10 Customer Relationship Management Suite		
Utility Billing Water/Gas	\$ 28,995	\$ 7,249
Additional Handheld Meter-Reader Interface	\$ 3,000	\$ 750
Third-Party Printing Interface	\$ 7,500	\$ 1,875
Service Orders Mobile	\$ 2,000	\$ 500

Tyler Annual Software – SaaS		Annual
Description		
ERP Pro powered by Incode		
ERP Pro 10 Customer Relationship Management Suite		
Utility Access		\$ 6,240
TOTAL:		\$ 6,240

2022-376506-F6W3M0

Page 1



Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro powered by Incode	
ERP Pro 10 Customer Relationship Management Suite	
Miscellaneous Payments	\$ 1.25
Notify	
Notifications for Utilities	\$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
Utility Access Payments Bundle	Utility Billing			\$ 0.50	2.00%			X	X	
Payments - Payer Card Cost - Service Fees										
Tyler One										
ERP Pro Payments	Miscellaneous		3.75%	\$ 2.50				X	X	

Payer Card Cost

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Third Party Software & Hardware					
Description		Quantity	Unit Price	Extended Price	Annual
Tyler One					
Payments					
PCI Service Fee (Per Device)		1	\$ 0	\$ 0	\$ 180

2022-376506-F6W3M0

Page 2

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
TOTAL:			\$ 529	\$ 180

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	244	\$ 35,380
Project Management	1	\$ 2,000
Data Conversion Services		\$ 7,000
TOTAL:		\$ 44,380

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 41,495	\$ 10,374
Total SaaS		\$ 6,240
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 44,380	
Summary Total	\$ 86,404	\$ 16,794
Contract Total	\$ 103,198	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
ERP Pro Payments	An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notifications for Utilities	Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

2022-376506-F6W3M0

Page 4

Utility Access Payments Bundle

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

Utilities Data Conversion

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

2022-376506-F6W3M0

Page 5

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: - Misc Receipts: In Person - EasyPay: Online	3.75% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Utility Access Payments Bundle Client Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model. Applies to: Utilities (Bundle): Online and In Person	2.00% \$0.50 minimum
Client eCheck Cost – per electronic check transaction Applies to: Utilities: Online	\$1.95
Miscellaneous Costs	
Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
Monthly Gateway Fee – Per merchant account	\$10.00
Annual PCI Compliance Fee – Per merchant account	\$99 annually
Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$419 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee. (Five MIDs)



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced on the date the Tyler Software is made available to you (the "Availability Date").

1.2 *Maintenance and Support Fees:*

1.2.1 Annual maintenance and support fees for the Tyler Software set forth in Schedule 1 to Exhibit A, are invoiced annually in advance of each October 1. Renewal maintenance and support fees will be at our then-current rates.

1.2.2 Year 1 annual maintenance and support fees for the Tyler Software set forth in Schedule 2 to Exhibit A, prorated for the period commencing the first day of the first month following the Availability Date and ending the following September 30, are invoiced on the Availability Date. Subsequent annual maintenance and support fees are invoiced annually in advance of each October 1. Renewal maintenance and support fees will be at our then-current rates.

1.3 *SaaS Fees:* SaaS Fees set forth in Schedule 2 to Exhibit A, prorated for an initial term beginning on the first day of the first month following the last date of signature on this Agreement (the "Signature Date"), and ending the following September 30, are invoiced on the Signature Date. Renewal SaaS Fees, at our then-current rates, are invoiced annually in advance of each October 1.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and

they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Web Services*: Annual fees for web services, if any, are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services, if any, are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make the software available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software, if any, is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs are invoiced upon delivery of the hardware.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware, prorated for the period commencing on the first day of the first month following delivery of the hardware and ending the following September 30, are invoiced upon delivery of the hardware. Subsequent annual

maintenance fees for hardware are invoiced annually, in advance of each October 1, at then-current rates.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial maintenance and support term commences on October 1, 2023 and ends on September 30, 2024. Notwithstanding the foregoing, the initial maintenance and support term for the Tyler Software set forth in Schedule 2 to Exhibit A, commences on the first day of the first month following the Availability Date, and ends the following September 30. Annual maintenance and support services will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such

a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Third Party Terms

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



City Council Action Request

7.G.

Meeting Date 3/6/2024

Department Administration

Agenda Category Action Item

Title Intrastate Mutual Aid Cooperative Agreement

Staff Recommendation 1) Approve the City of Cottage Grove's participation in the Minnesota Incident Command System (MNICS) Organization/Incident Management Team. 2) Approve the Intrastate Mutual Aid Cooperative Agreement between the Minnesota Department of Public Safety Homeland Security and Emergency Management and the City of Cottage Grove.

Budget Implication

Attachments

1.	HSEM Intrastate Cooperative Agreement (MNCIS) (Revised 2.26.24) Clean
2.	Resolution Approving Cooperative Agreement MNICS



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

FROM: Gwen Martin

DATE: March 6, 2024

RE: Intrastate Mutual Aid Cooperative Agreement

Discussion

In late 2008, several local jurisdictions signed a Joint Powers Agreement (JPA) establishing the Regional All-Hazards Incident Management Organization (IMO). This All-Hazards Incident Management Team (AHIMT) consisted of various employees participating in the JPA and allowed for deployment to support incident management activities both within and outside the State of Minnesota.

In 2019, management of the IMO was transitioned from the City of Bloomington to Anoka County. This led to the dissolution of the JPA and the formation of the MN-1 AHIMT. This restructuring led to all MN-1 AHIMT members entering into a new Cooperative Agreement that restructured the IMO (Cottage Grove City Council Resolution 2021-084).

Since the extensive wildfires of 2021 in Minnesota, several MN-1 AHIMT members have been and continue to serve on one of the three Minnesota Incident Command System (MNICS) Incident Management Teams (IMTs) that are specifically dedicated to wildfires.

The Minnesota Department of Public Safety, Homeland Security & Emergency Management (HSEM), plays a vital role under Minnesota Statutes, Sections 12.27 in coordinating emergency management and intrastate mutual aid within the State. Recognizing the valuable expertise of MN-1 AHIMT members serving on these MNICS IMTs, HSEM is requesting these individuals to enter into an additional Intrastate Mutual Aid Cooperative Agreement. This agreement will further support the response and recovery missions of these teams.

This Cooperative Agreement outlines the terms and conditions for HSEM to provide staffing and support to the MNICS teams. HSEM has requested that all jurisdictions/organizations review and approve the Intrastate Mutual Aid Cooperative Agreement and provide them with the appropriate signature page from their elected and/or appointed bodies. By participating in the attached Cooperative Agreement, reviewed and approved by City Attorney Kori Land, the City has a valuable opportunity to continue its role within the MNICS organization by offering our leadership, experience, and support to this critical team. Furthermore, this agreement allows the city to contribute to the success of MNICS IMT operations.

Recommendation

1) Approve the City of Cottage Grove's participation in the Minnesota Incident Command System (MNICS) Organization/Incident Management Team. 2) Approve the Intrastate Mutual Aid Cooperative Agreement between the Minnesota Department of Public Safety Homeland Security and Emergency Management and the City of Cottage Grove.

Attachments

1.	HSEM Intrastate Cooperative Agreement (MNCIS) (Revised 2.26.24) Clean
2.	Resolution Approving Cooperative Agreement MNICS



INTRASTATE MUTUAL AID



COOPERATIVE AGREEMENT

THIS INTRASTATE MUTUAL AID COOPERATIVE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN:

MN Department of Public Safety
Homeland Security and
Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

AND

Jurisdiction/
Organization City of Cottage Grove
Address: 12800 Ravine Parkway S
Cottage Grove, MN 55016

Contact Person: Jacob Beauregard

Contact Person: Gwen Martin

Phone: 612-437-0390

Phone: 651-458-6011

Email: eoc.staff.logistic@state.mn.us

E-mail: gmartin@cottagegrovemn.gov

INTRODUCTION:

The Minnesota Department of Public Safety, Homeland Security & Emergency Management (“HSEM”), pursuant to Minnesota Statutes, Section 12.27, coordinates emergency management and intrastate mutual aid for the State of Minnesota. In case of a disaster too great to be dealt with unassisted, a local political subdivision may dispatch equipment and personnel as considered necessary to combat that emergency or disaster outside their political subdivision to a requesting jurisdiction or agency. The assistance from other organizations may be in the form of personnel and/or other resources.

- Intrastate mutual aid has been implemented to assist the requesting jurisdiction or agency Dept. of Public Safety, Homeland Security and Emergency Management.
- In response to MNCIS IMT Staffing/Support (disaster/event).
- HSEM has identified experienced and qualified public/private/special jurisdiction/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions within the requesting jurisdiction, who have made official requests through the Duty Officer and/or State Emergency Operations Center (“SEOC”) and the mission has been approved by the Authorized Representative or their designee.
- Working conditions for responders may be sub-standard and/or primitive, with the need to provide assistance for extended hours during the week, weekends, and holidays. In some instances, responders must be prepared to be self-sustained for several days. For each jurisdiction/organization (City/County/NGO/SJ/Tribe) participating in the response effort, the

following intergovernmental agreement, non-governmental and tribal agreement must be executed.

- **The employees of the responding jurisdiction/organization that will be subject to this Agreement are listed in Attachment 1 (page 6). HSEM may not request or have authority over any City of Cottage Grove employee not listed in Attachment 1 or this Agreement.**

TERMS AND CONDITIONS:

Authority:

Pursuant to Minnesota Statutes, Sections 12.27, 12.33, and 12.331, HSEM and City of Cottage Grove (jurisdiction/organization) hereby establish this Agreement for utilization of personnel and/or resources under intrastate mutual aid for emergency or disaster relief assistance.

City of Cottage Grove (jurisdiction/organization), in the State of Minnesota, has agreed to assist HSEM for a period of deployment commencing on 3/6/24 and ending on, or before, 12/31/24. No extensions of time will be granted without the written approval of HSEM and the City of Cottage Grove.

Employee status:

During the period of deployment, employee(s) listed in Attachment 1, shall remain employees of the City of Cottage Grove (jurisdiction/organization), on detail as an employee(s) of their respective home jurisdiction/organization for purposes of intrastate mutual aid through HSEM provided under this Agreement. Employee(s) deployed pursuant to this Agreement will continue to be paid and receive all workers compensation and employee benefits from their home jurisdiction/organization. HSEM assumes no responsibility for City of Cottage Grove (jurisdiction/organization) employee(s) other than the obligation to coordinate activities through Minnesota Statutes, Chapter 12, and to process expense reports through the reimbursement process outlined in this Agreement. The City of Cottage Grove or its employee(s), in consultation with HSEM, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses, which shall be reimbursed by the requesting jurisdiction.

Liability:

Employee(s) listed under this Agreement in Attachment 1 are deemed to be employees of their home jurisdiction/organization for the purposes of workers compensation and death benefits pursuant to Minnesota Statutes, Chapter 12.27, subd. 3(b) and 12.331.

Employee(s) listed under this Agreement in Attachment 1 shall be considered agents of the requesting jurisdiction for tort liability and immunity purposes, and no local jurisdiction, non-governmental organization, special jurisdiction, tribal officers or employees, or state employee rendering aid in the requesting jurisdiction pursuant to this Agreement shall be liable on account of any act or omission, performed in good faith on the part of such employee(s), while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. For purposes of this Agreement, "good faith" does not include willful misconduct, gross negligence, or recklessness.

Logistics:

The employee(s) listed under this Agreement in Attachment 1 will coordinate through HSEM on reporting locations, shifts, hours worked, mission status/changes, purchases, injury/accidents, and personal accountability reports. Employee(s) will also provide HSEM with emergency contact information for use,

as necessary, during the period of deployment. HSEM will provide the jurisdiction/organization updates, deployment contact information, and accountability reports throughout the period of deployment.

Command and Control:

While deployed, employee(s) of the City of Cottage Grove (jurisdiction/organization) will come under the operation control of the requesting jurisdiction, but will remain under the command/control of their home jurisdiction/organization at all times. If, at any time, the City of Cottage Grove (jurisdiction/organization) wishes to recall their employee(s) or any other deployed resources, they shall notify HSEM to coordinate withdrawal of the employee(s) or resources and the return to their respective home jurisdiction/organization. At no time shall HSEM refuse to release a City of Cottage Grove employee or resource deployed to the requesting jurisdiction upon the request of the City of Cottage Grove.

Equipment:

Limited resources may be available within the affected area of the requesting jurisdiction. Assistance requests assume that personnel deployed under this Agreement will provide the necessary equipment needed to perform the assigned task(s). HSEM shall consult with the employee(s) prior to deployment on the equipment needed to effectively render assistance in the requesting jurisdiction based on the reporting location, mission status/changes, and the injuries/accidents sustained.

Reimbursement:

If a cost amount is provided to the requesting jurisdiction in an initial offer of assistance, then it is to be used as an estimate only. The final amount may be higher or lower depending on actual costs.

Within 30 days of the termination/demobilization of an individual deployment to a requesting jurisdiction, the City of Cottage Grove (jurisdiction/organization) shall complete and submit to HSEM a Form R-2 (reimbursement), a copy of the resource order, and all supporting documentation necessary for reimbursement of expenses incurred by employee(s) during deployment.

All wage calculations shall start at zero hours at the beginning of the deployment.

Reimbursement shall be requested for actual costs incurred under this deployment including compensation (to include overtime pay), benefits, travel, lodging, and expenses, subject to any and all limitations applicable to the employee under the City of Cottage Grove's (jurisdiction/organization) existing contracts, policies, and unions, government vehicle and equipment cost(s), including any uninsured loss/damage, or expense incurred in the operation of the equipment or any other resources used in the deployment.

HSEM shall be responsible for requesting reimbursement for eligible expenses from the requesting jurisdiction through the MNCIS Master Cooperative Agreement and MNCIS Financial Operating Plan. Upon receipt of the reimbursement from the requesting jurisdiction, HSEM will provide reimbursement to the City of Cottage Grove (jurisdiction/organization) in a final amount for the authorized expenses claimed on the Form R-2, within 30-days of receiving the reimbursement from the requesting jurisdiction.

Release of information relating to operations:

All information, directly or indirectly, associated with this deployment is the property of the state of Minnesota and falls under the control of HSEM. Any person(s), directly or indirectly, involved in any operation **can not release** information, documents or direct statements to the public or news media

unless authorized. All information **SHALL** be vetted and approved for release by a designated HSEM Authorized Representative or Public Information Officer from the Minnesota Department of Public Safety.

ALTERATIONS AND AMENDMENTS:

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION:

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Washington County, Minnesota.

GOVERNMENT DATA/PRIVACY:

The parties agree to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The parties understand that all of the data created, collected, received, stored, used, maintained or disseminated by the parties in providing assistance during the period of deployment is subject to the requirements of Chapter 13.

WAIVER:

The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

SAVINGS CLAUSE:

If a court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
(Sign)

Name: Kristi Rollwagen

Title: Director

Homeland Security and Emergency Management
(agency/division)

DATE: _____

BY: _____
(Sign)

Name: Myron A. Bailey

Title: Mayor

City of Cottage Grove
(Agency/City/County/NGO/SJ/Tribe)

DATE:

BY: _____
(Sign)

Name: Tamara Anderson

Title: City Clerk

City of Cottage Grove
(Agency/City/County/NGO/SJ/Tribe)

DATE: _____

ATTACHMENT 1 – Authorized Employees

	First Name	Last Name	Rank/Title
1	Gwen	Martin	Deputy Director of Public Safety
2			
3			
4			
5			
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**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-38**

**A RESOLUTION APPROVING THE INTRASTATE MUTUAL AID COOPERATIVE
AGREEMENT FOR THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

WHEREAS, the Minnesota Department of Public Safety, Homeland Security & Emergency Management (HSEM), pursuant to Minnesota Statutes, Sections 12.27, coordinates emergency management and intrastate mutual aid for the State of Minnesota; and

WHEREAS, in case of disaster too great to be dealt with unassisted, a local political subdivision may dispatch resources, such as equipment and personnel, as considered necessary to combat that emergency or disaster outside the political subdivision; and

WHEREAS, HSEM has identified experienced and qualified public/private/special jurisdiction/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions within the requesting jurisdiction(s), who have made official requests through the Duty Officer and/or State Emergency Operations Center (SEOC) and whose mission has been approved by the Authorized Representative or their designee; and

WHEREAS, the City of Cottage Grove's participation in the Minnesota Incident Command System (MNICS) Organization/Incident Management Team will benefit the City and other governmental units and agencies in the State of Minnesota.

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

1. The City of Cottage Grove's participation in the Minnesota Incident Command System (MNICS) Organization/Incident Management Team is hereby approved.
2. The Intrastate Mutual Aid Cooperative Agreement for the Minnesota Department of Public Safety, Homeland Security & Emergency Management is hereby approved, and the signature page shall be executed by the Mayor and City Clerk and delivered to eoc.staff.logistic@state.mn.us as provided in the Cooperative Agreement.

Passed this ____ day of _____, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.H.

Meeting Date 3/6/2024

Department Public Works

Agenda Category Action Item

Title 2024 Annual City-Wide Sweeping – Contract Extension

Staff Recommendation Approve the contract extension with Mike McPhillips, Inc. for the 2024 Annual City-Wide Sweeping project.

Budget Implication \$40,950 - Stormwater Maintenance Fund

Attachments

1.	City-Wide Sweeping Contract Extension CC Memo
2.	City-Wide Sweeping Service Agreement



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

From: Genevieve Tester, Graduate Engineer
Amanda Meyer, City Engineer

Date: February 26, 2024

Re: 2024 Annual City-Wide Sweeping – Contract Extension

Background

In 2023, the City of Cottage Grove contracted with Mike McPhillips, Inc. to complete the City-Wide Sweeping project. The *2023 Street Sweeping Request for Quotes and Specifications* document allowed for an extension of the contract for sweeping to the 2024 and 2025 spring sweeping projects at the 2023 quoted price, if mutually agreed upon between the City and the Contractor each year.

Discussion

The City of Cottage Grove and Mike McPhillips, Inc. mutually agreed to the extension of the 2023 contract for the 2024 Annual City-Wide Sweeping project at the 2023 rate of \$117.00 per hour. A new service agreement shall be executed prior to work which begins April 8, 2024 (weather permitting).

Recommendation

It is recommended that the City Council approve the contract extension with Mike McPhillips, Inc. for the 2024 Annual City-Wide Sweeping project.

AGREEMENT FOR SERVICES
2024 City-Wide Street Sweeping Project

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 20____, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Mike McPhillips, Inc., 825 Concord Street North, South Saint Paul, MN 55075 (“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. 2023 Request for Quotes, with a revised start date of April 8, 2024, weather depending, Exhibit 1;
 - ii. A proposal dated February 17, 2023, Exhibit 2;
 - iii. Agreement to extend the terms, conditions, and costs as documented in the proposal in Exhibit 1, Exhibit 3;
 - iv. 2023 Cottage Grove City-Wide Street Sweeping Request for Quotes, Exhibit 4.

(Hereinafter “Exhibits.”) Where 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 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. The 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. The 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 the Contractor \$117.00 per hour, 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 period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Contract Sum exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all Contract obligations, including without limitation warranty obligations, and of all payment of obligations arising under the Contract. 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 for Convenience. This Agreement may be terminated by the City upon 30 days' written notice delivered to the Contractor 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 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, 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. 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. The 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 Gary Orloff 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 Mike Edge to be the primary contact 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 \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Workers' Compensation Insurance in accordance with statutory requirements.
 - c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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 Completion Date.

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
8635 West Point Douglas Rd S
Cottage Grove, MN 55016
Attention: Gary Orloff
Email: gorloff@cottagegrovemn.gov
Phone: 651-458-2869

If to Contractor: Mike McPhillips, Inc.
825 Concord Street North
South Saint Paul, MN 55075
Attention: Mike Edge
Email: mike@mcphillipsinc.com
Phone: 651-451-4030

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. 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: Michael Edge

Date: 2/26/2024

Name: Michael Edge

Its: President

Exhibit 1

Request for Quotes, with a revised start date of April 8, 2024, weather depending

2023
CITY-WIDE STREET SWEEPING PROGRAM
COTTAGE GROVE

STREET SWEEPING REQUEST FOR QUOTES AND SPECIFICATIONS

Purpose

The City of Cottage Grove is currently receiving quotes to complete its **Annual Spring Street Sweeping Program**.

Cottage Grove

The City divides its program into three (3) zones. Each zone is assigned two (2) city trucks to haul sweepings to its designated disposal site and two (2) high dump sweepers to deposit sweepings into city trucks. Due to the nature of our program, no bottom dump sweepers will be considered for this activity. Approximately 300-350 hours of sweeping are anticipated for the City of Cottage Grove.

Work Hours

Sweeping units will be required to conduct operations from 7:00 a.m. to 7:00 p.m. Monday through Friday.

Contractor to provide minimum of (4) sweepers with one (1) backup available within (4) hours in the event of a sweeper breakdown.

Inclement weather will be evaluated and operations may possibly cease due to rain or freezing temperatures.

City Water

City water will be supplied to sweeping units to aid in dust control and equipment cleanup provided they are equipped with an approved filling device.

Start Date

The City anticipates the 2023 program will involve approximately 300-350 hours of sweeping operations. Work shall begin on **April 8, 2024** and occur continuous until completion, weather dependent.

Insurance & Service Agreement

A certificate of insurance and a fully executed service agreement is required to be submitted and approved before a Notice to Proceed will be issued. **Insurance shall conform to the City of Cottage Grove insurance requirements, which are enclosed.**

Contract Extension

There will be an option to extend the contract for sweeping to the 2024 and 2025 spring sweeping projects. This extension shall be mutually agreed upon between the City and the Contractor each year and shall remain at the 2023 quoted prices. In the event of a contract extension, a new service agreement shall be executed between the City of Cottage Grove and the Contractor prior to work beginning in both 2024 and 2025.

Safety

The City will also hold the contractor responsible to ensure all equipment is appropriately equipped with warning lights and sounds to ensure the safety of their employees, City employees, and the Public. The contractor is also responsible for ensuring that all safety and warning devices are functioning properly during all operations.

Submittal

The quotation submitted shall provide a total hourly operations rate, make, model, and year of each unit. This shall include sweeping unit, operator, fuel, and maintenance costs. **Quotes will be received until 10:00 a.m. February 21, 2023** at the Cottage Grove City Hall, or by email:

Cottage Grove City Hall
Attn: Jared Juth
12800 Ravine Parkway S
Cottage Grove, MN 55016

jjuth@cottagegrovemn.gov

QUOTE
2023 CITY-WIDE STREET SWEEPING PROGRAM

Directions

1. List the Make, Model, and year of your sweepers, and the hourly rate
2. **Quotes will be received until 10:00 a.m. February 21, 2023**
3. **Work is scheduled to begin Monday April 8, 2024 (weather permitting)**

Make and Model	Year	Hourly Rate
1.		\$
2.		\$
3.		\$
4.		\$
Alternates		
5.		\$
6.		\$

In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Respectfully submitted,

Name (a corporation)
(an individual)
(a partnership)

Street Address

City, State, Zip Code

Telephone

Signature

Name

Exhibit 2

A Proposal dated February 17, 2023

QUOTE
2023 CITY-WIDE STREET SWEEPING PROGRAM

Directions

1. List the Make, Model, and year of your sweepers, and the hourly rate
2. **Quotes will be received until 10:00 a.m. February 21, 2023**
3. **Work is scheduled to begin Monday April 3, 2023 (weather permitting)**

Make and Model	Year	Hourly Rate
1. <i>Elgin Pelican</i>	<i>2017</i>	\$ <i>117.00</i>
2. <i>Elgin Pelican</i>	<i>2014</i>	\$ <i>117.00</i>
3. <i>Elgin Pelican</i>	<i>2012</i>	\$ <i>117.00</i>
4. <i>Elgin Pelican</i>	<i>2012</i>	\$ <i>117.00</i>
Alternates		
5. <i>Elgin Pelican</i>	<i>2007</i>	\$ <i>117.00</i>
6. <i>Elgin Pelican</i>	<i>2006</i>	\$ <i>117.00</i>

In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Respectfully submitted,

Mike McPhillips, Inc. (a corporation)
Name (an individual)
(a partnership)

825 Concord Street North
Street Address
South St. Paul, MN 55075
City, State, Zip Code
(651) 451-4030
Telephone

Michael Edge
Signature
Michael Edge
Name
2/14/2023

Exhibit 3

Agreement to extend the terms, conditions, and costs as documented in
the proposal in Exhibit 1

2024 CITY-WIDE SWEEPING CONTRACT EXTENSION

In the contract documents for the 2023 Annual City-Wide Sweeping Project, it was noted that the contract could be extended to the 2024 and 2025 seasons if mutually agreed upon by both parties. At this time, the City would like to extend the 2023 Annual City-Wide Sweeping Project contract terms, conditions, and pricing of \$117/hour with Mike McPhillips, Inc. to the 2024 season.

Please sign and date below, as the contractor, if you are in agreement with the contract extension into 2024 with \$117/hour rate and extending the contract terms and conditions.

Michael Edge
(name)

President
(title)

Michael Edge
(signature)

2/20/2024
(date)

Exhibit 4

2023 Cottage Grove City-Wide Street Sweeping Request for Quotes

2023
CITY-WIDE STREET SWEEPING PROGRAM
COTTAGE GROVE
STREET SWEEPING REQUEST FOR QUOTES AND SPECIFICATIONS

Purpose

The City of Cottage Grove is currently receiving quotes to complete its **Annual Spring Street Sweeping Program**.

Cottage Grove

The City divides its program into three (3) zones. Each zone is assigned two (2) city trucks to haul sweepings to its designated disposal site and two (2) high dump sweepers to deposit sweepings into city trucks. Due to the nature of our program, no bottom dump sweepers will be considered for this activity. Approximately 300-350 hours of sweeping are anticipated for the City of Cottage Grove.

Work Hours

Sweeping units will be required to conduct operations from 7:00 a.m. to 7:00 p.m. Monday through Friday.

Contractor to provide minimum of (4) sweepers with one (1) backup available within (4) hours in the event of a sweeper breakdown.

Inclement weather will be evaluated and operations may possibly cease due to rain or freezing temperatures.

City Water

City water will be supplied to sweeping units to aid in dust control and equipment cleanup provided they are equipped with an approved filling device.

Start Date

The City anticipates the 2023 program will involve approximately 300-350 hours of sweeping operations. Work shall begin on **April 3, 2023** and occur continuous until completion, weather dependent.

Insurance & Service Agreement

A certificate of insurance and a fully executed service agreement is required to be submitted and approved before a Notice to Proceed will be issued. **Insurance shall conform to the City of Cottage Grove insurance requirements, which are enclosed.**

Contract Extension

There will be an option to extend the contract for sweeping to the 2024 and 2025 spring sweeping projects. This extension shall be mutually agreed upon between the City and the Contractor each year and shall remain at the 2023 quoted prices. In the event of a contract extension, a new service agreement shall be executed between the City of Cottage Grove and the Contractor prior to work beginning in both 2024 and 2025.

Safety

The City will also hold the contractor responsible to ensure all equipment is appropriately equipped with warning lights and sounds to ensure the safety of their employees, City employees, and the Public. The contractor is also responsible for ensuring that all safety and warning devices are functioning properly during all operations.

Submittal

The quotation submitted shall provide a total hourly operations rate, make, model, and year of each unit. This shall include sweeping unit, operator, fuel, and maintenance costs. **Quotes will be received until 10:00 a.m. February 21, 2023** at the Cottage Grove City Hall, or by email:

Cottage Grove City Hall
Attn: Jared Juth
12800 Ravine Parkway S
Cottage Grove, MN 55016

jjuth@cottagegrovemn.gov

QUOTE
2023 CITY-WIDE STREET SWEEPING PROGRAM

Directions

1. List the Make, Model, and year of your sweepers, and the hourly rate
2. **Quotes will be received until 10:00 a.m. February 21, 2023**
3. **Work is scheduled to begin Monday April 3, 2023 (weather permitting)**

Make and Model	Year	Hourly Rate
1.		\$
2.		\$
3.		\$
4.		\$
Alternates		
5.		\$
6.		\$

In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Respectfully submitted,

Name (a corporation)
(an individual)
(a partnership)

Street Address

City, State, Zip Code

Telephone

Signature

Name



City Council Action Request

7.I.

Meeting Date	3/6/2024				
Department	Public Works				
Agenda Category	Action Item				
Title	East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications – Change Order #1				
Staff Recommendation	Approve Change Order #1 to include lighting improvements along the Mill and Overlay portion of East Point Douglas Road, and increasing the contract total by \$334,103.95 to a total contract amount of \$8,926,256.10.				
Budget Implication	\$334,103.95 - Roadway Maintenance Funds, Bonds				
Attachments	<table><tr><td>1.</td><td>EPDR and Jamaica Project Lighting Change Order CC Memo</td></tr><tr><td>2.</td><td>EPDR and Jamaica Lighting Change Order No. 1 - City Form</td></tr></table>	1.	EPDR and Jamaica Project Lighting Change Order CC Memo	2.	EPDR and Jamaica Lighting Change Order No. 1 - City Form
1.	EPDR and Jamaica Project Lighting Change Order CC Memo				
2.	EPDR and Jamaica Lighting Change Order No. 1 - City Form				



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

From: Amanda Meyer, PE, City Engineer

Date: February 28, 2024

Re: East Point Douglas Road and Jamaica Avenue Reconstruction and Signal
Modifications – Change Order #1

Background

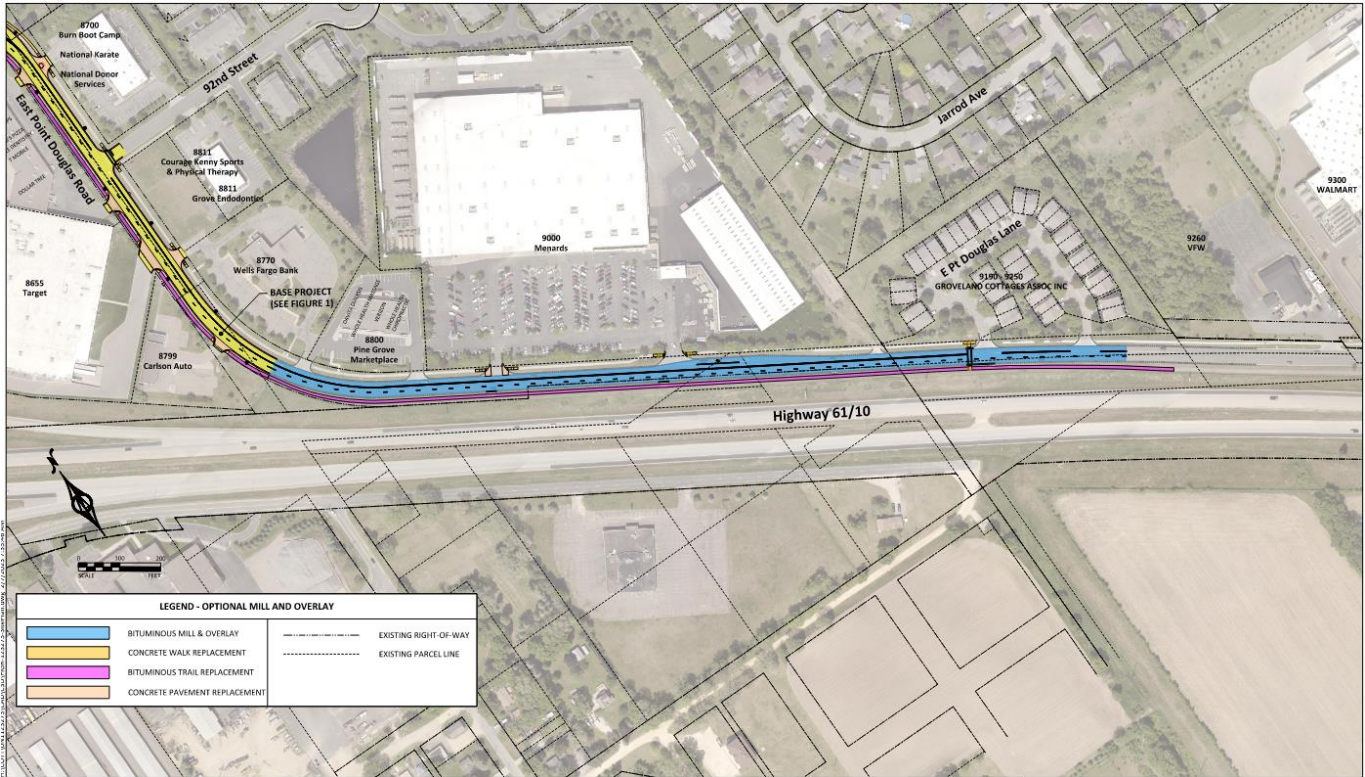
In 2017, staff began community engagement with businesses adjacent to the East Point Douglas Road/Jamaica Avenue intersection area regarding the need for reconstruction and realignment of East Point Douglas Road, improvements to the intersection with Jamaica Avenue, necessary signal modifications, and subsequent parking lot adjustments for the adjacent businesses. The reconstruction and signal modifications for the East Point Douglas Road and Jamaica Avenue intersection area are scheduled in the City's Capital Improvement Plan for construction in 2023 and 2024.

A feasibility report for this project was approved by Council on October 19, 2022. An order for plans and specifications to be prepared was also made on this date. On February 1, 2023, the City Council approved the plans and specifications and set a bid date of March 2, 2023, and the Council ultimately awarded a contract on March 15, 2023.

Discussion

The City has made it a priority to provide needed upgrades and consistency of its infrastructure throughout the community. As various pavement management projects have been completed, the lighting systems are also reviewed for potential upgrades. The corridor of East Point Douglas Road from Jamaica Avenue to Keats Avenue has seen most of its lighting system get upgraded through various projects, with the exception of the area receiving a mill and overlay in 2024 as part of the East Point Douglas and Jamaica Avenue project. With a request from City Council, staff has reviewed the possibility of replacing the lights in their entirety to be consistent with the other lighting being installed as part of the East Point Douglas and Jamaica Avenue reconstruction area as well as the project previously completed on the east end of East Point Douglas Road by Walmart. These light poles would be constructed with outlets for holiday decorations as well, similar to the other lights along this corridor.

Upgrading these lights along the mill and overlay portion would increase the contract total by \$334,103.95. In order to pay for this, the actual mill and overlay work would now be paid out of the City's Roadway Maintenance fund and the lighting would then be bonded for. This change order would result in a total contract amount of \$8,926,256.10. The area in which the lights would be upgraded as part of this project is highlighted in blue in the below figure.



Recommendation

It is recommended the City Council approve Change Order #1 to include lighting improvements along the mill and overlay portion of East Point Douglas Road, and increasing the contract total by \$334,103.95 to a total contract amount of \$8,926,256.10.

CHANGE ORDER NO.: 1

Owner: City of Cottage Grove Owner's Project No.: 123273
Engineer: Bolton and Menk, Inc. Engineer's Project No.: 0N1.123273
Contractor: Meyer Contracting, Inc. Contractor's Project No.:
Project: East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications

Date Issued: February 21, 2024

Effective Date of Change Order:

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

Description: The City of Cottage Grove has elected to replace the existing lighting system along East Point Douglas Road within the Alternate 1 area limits from 500 feet south of 92nd Street to 100 feet southeast of East Point Douglas Lane. The Alternate 1 scope of work did not include any lighting work, therefore this work is outside the scope of work of the original project. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.3 - Significant Changes to the Character of Work.

Attachments: Summary of Change Order Bid Items
Revised Plan Sheets C0.06, C0.07, C0.08, E1.05, and E2.01.
Added Plan Sheets E1.06, E1.07, and E2.04.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 8,592,152.15	Original Contract Times: Substantial Completion: 10/25/2024 Final Completion: 11/22/2024
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order}:	{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order}:
\$ 0.00	Substantial Completion: 0 days Final Completion: 0 days
Contract Price prior to this Change Order: \$ 8,592,152.15	Contract Times prior to this Change Order: Substantial Completion: 10/25/2024 Final Completion: 11/22/2024
Increase this Change Order: \$ 334,103.95	Increase this Change Order: Substantial Completion: 0 days Final Completion: 0 days
Contract Price incorporating this Change Order: \$ 8,926,256.10	Contract Times with all approved Change Orders: Substantial Completion: 10/25/2024 Final Completion: 11/22/2024

Recommended by Engineer (if required)
By: M. R. W.
Title: Project Engineer
Date: 2/26/2024

Accepted by Contractor
Sam Petefish
Project Manager
2/26/24

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)
By: _____
Title: _____
Date: _____

CHANGE ORDER NO.: 1

Continued

Project: East Point Douglas Road and Jamaica Avenue - Reconstruction and Signal Modifications
 Engineer's Project No.: ON1.123273
 Owner: City of Cottage Grove
 Contractor: Meyer Contracting, Inc.

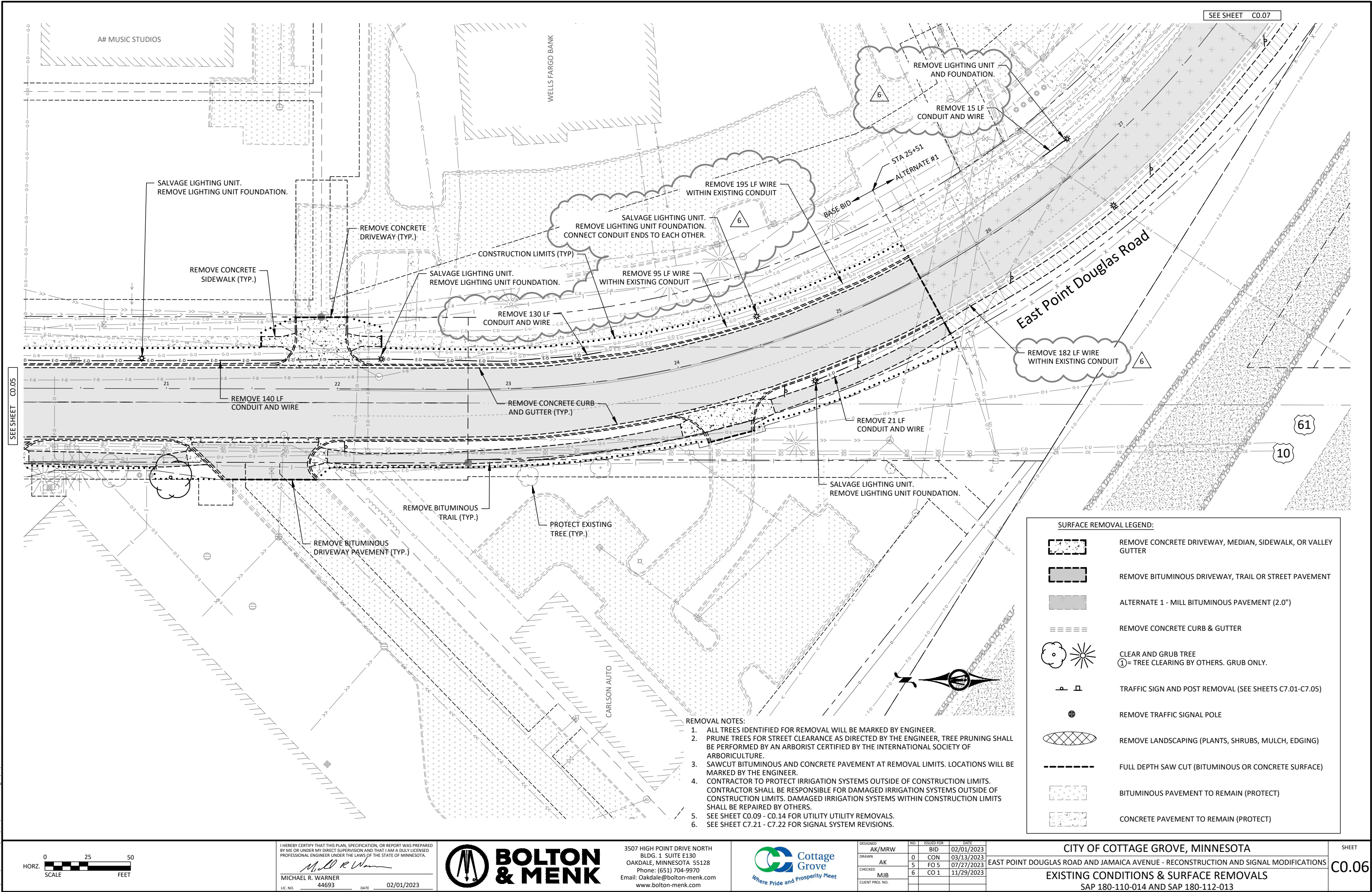
BID ITEM NO.	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CHANGE IN CONTRACT AMOUNT
1	2104.602	REMOVE LIGHTING UNIT FOUNDATION	12	EA	\$1,331.27	\$ 15,975.24
2	2104.602	REMOVE LIGHTING UNIT	12	EA	\$474.21	\$ 5,690.52
3	2104.602	REMOVE LIGHTING CABINET	1	EA	\$676.64	\$ 676.64
4	2104.603	REMOVE WIRE	2,440	LF	\$1.92	\$ 4,684.80
5	2106.601	GRADING BOULEVARDS	1	LS	\$7,591.41	\$ 7,591.41
6	2545.503	1.5" NON-METALLIC CONDUIT	1,850	LF	\$17.29	\$ 31,986.50
7	2545.503	UNDERGROUND WIRE 1/C NO 4 AWG	1,440	LF	\$3.60	\$ 5,184.00
8	2545.503	UNDERGROUND WIRE 1/C NO 6 AWG	10,710	LF	\$2.19	\$ 23,454.90
9	2545.503	UNDERGROUND WIRE 1/C NO 8 AWG	4,520	LF	\$1.78	\$ 8,045.60
10	2545.602	LIGHTING SERVICE CABINET	1	EA	\$7,949.34	\$ 7,949.34
11	2545.602	EQUIPMENT PAD	1	EA	\$1,988.61	\$ 1,988.61
12	2545.602	LIGHT FOUNDATION DESIGN TYPE F - MODIFIED	14	EA	\$1,389.99	\$ 19,459.86
13	2545.602	LIGHTING UNIT INCL LIGHT POLE AND LUMINAIRE	14	EA	\$11,095.42	\$ 155,335.88
14	2545.602	CONNECT CONDUIT ENDS	11	EA	\$520.10	\$ 5,721.10
15	2545.602	HANDHOLE (TYPE A)	2	EA	\$1,257.42	\$ 2,514.84
16	2545.602	HANDHOLE (TYPE B)	14	EA	\$986.66	\$ 13,813.24
17	2563.601	TRAFFIC CONTROL	1	LS	\$24,031.47	\$ 24,031.47
Subtotal						\$ 334,103.95

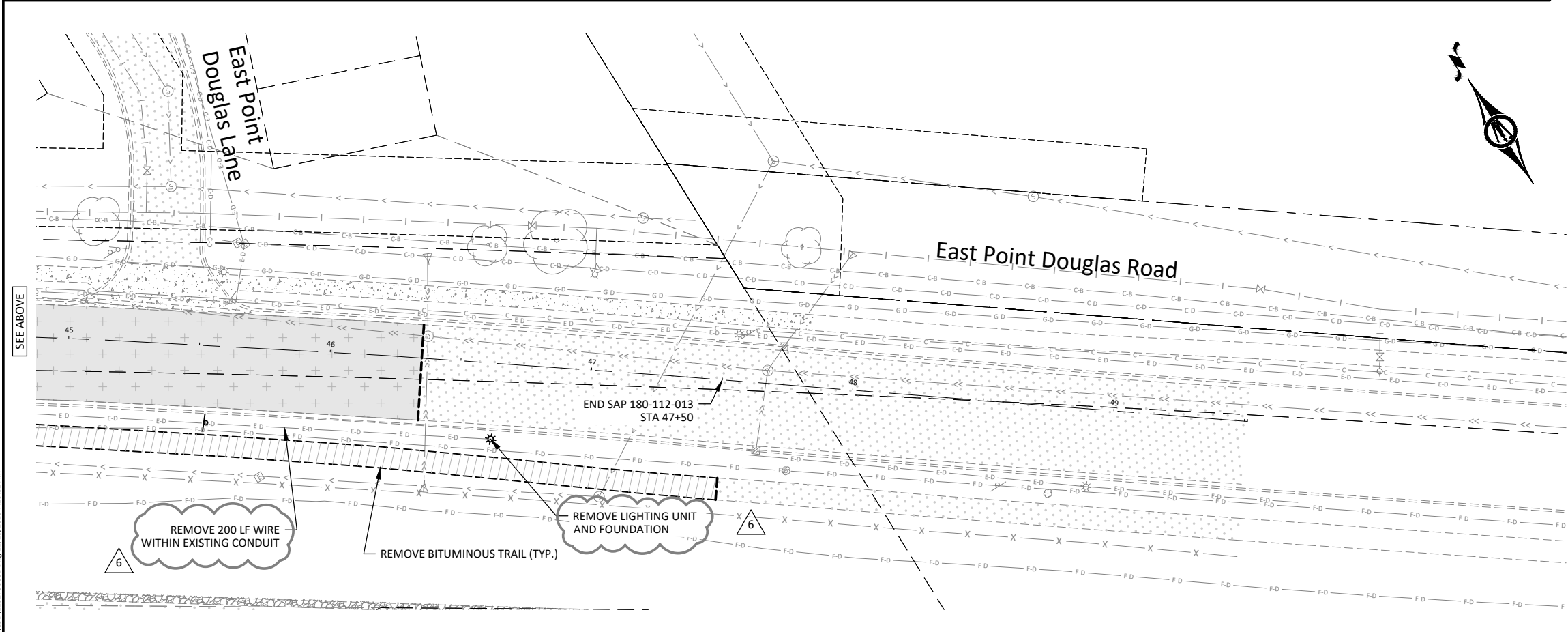
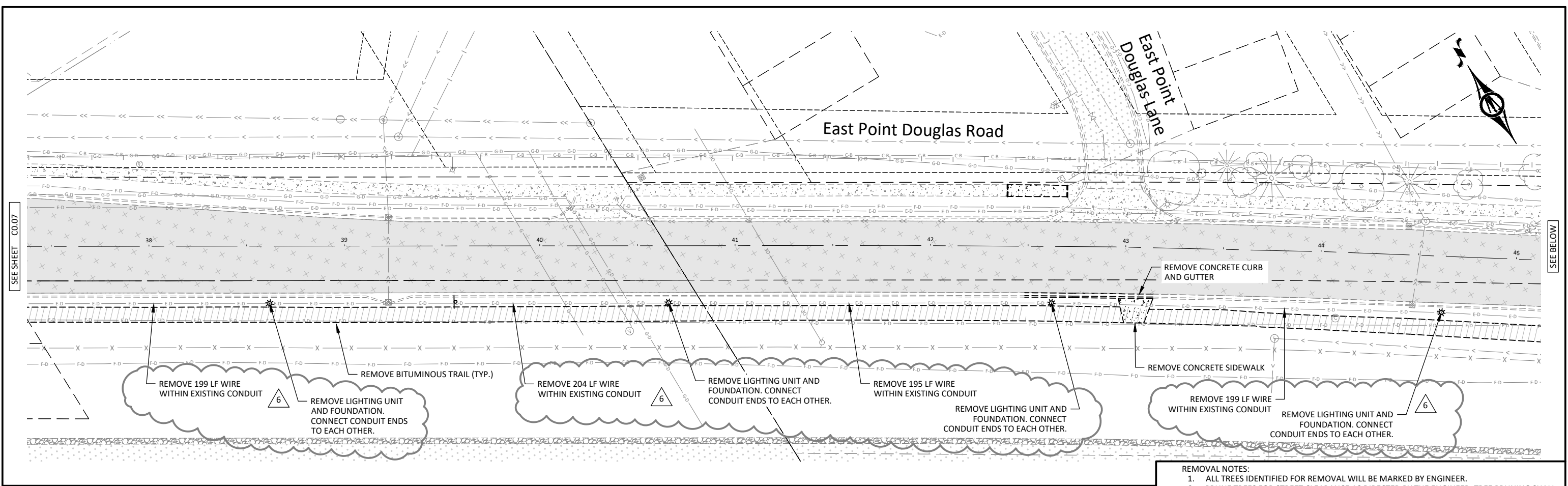
Original Contract Amount: \$8,592,152.15

Change Order No. 1: \$334,103.95

New Contract Amount: \$8,926,256.10

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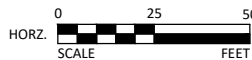




- REMOVAL NOTES:
1. ALL TREES IDENTIFIED FOR REMOVAL WILL BE MARKED BY ENGINEER.
 2. PRUNE TREES FOR STREET CLEARANCE AS DIRECTED BY THE ENGINEER. TREE PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE.
 3. SAWCUT BITUMINOUS AND CONCRETE PAVEMENT AT REMOVAL LIMITS. LOCATIONS WILL BE MARKED BY THE ENGINEER.
 4. CONTRACTOR TO PROTECT IRRIGATION SYSTEMS OUTSIDE OF CONSTRUCTION LIMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGED IRRIGATION SYSTEMS OUTSIDE OF CONSTRUCTION LIMITS. DAMAGED IRRIGATION SYSTEMS WITHIN CONSTRUCTION LIMITS SHALL BE REPAIRED BY OTHERS.
 5. SEE SHEET C0.09 - C0.14 FOR UTILITY UTILITY REMOVALS.
 6. SEE SHEET C7.21 - C7.22 FOR SIGNAL SYSTEM REVISIONS.

SURFACE REMOVAL LEGEND:	
	REMOVE CONCRETE DRIVEWAY, MEDIAN, SIDEWALK, OR VALLEY GUTTER
	REMOVE BITUMINOUS DRIVEWAY, TRAIL OR STREET PAVEMENT
	ALTERNATE 1 - MILL BITUMINOUS PAVEMENT (2.0")
	REMOVE CONCRETE CURB & GUTTER
	CLEAR AND GRUB TREE ①= TREE CLEARING BY OTHERS. GRUB ONLY.
	TRAFFIC SIGN AND POST REMOVAL (SEE SHEETS C7.01-C7.05)
	REMOVE TRAFFIC SIGNAL POLE
	REMOVE LANDSCAPING (PLANTS, SHRUBS, MULCH, EDGING)
	FULL DEPTH SAW CUT (BITUMINOUS OR CONCRETE SURFACE)
	BITUMINOUS PAVEMENT TO REMAIN (PROTECT)
	CONCRETE PAVEMENT TO REMAIN (PROTECT)

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PROJECT: 180-112-013-01-001.dwg 11/29/2023 2:26:53 AM



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.

Michael R. Warner
MICHAEL R. WARNER
LIC. NO. 44693 DATE 02/01/2023

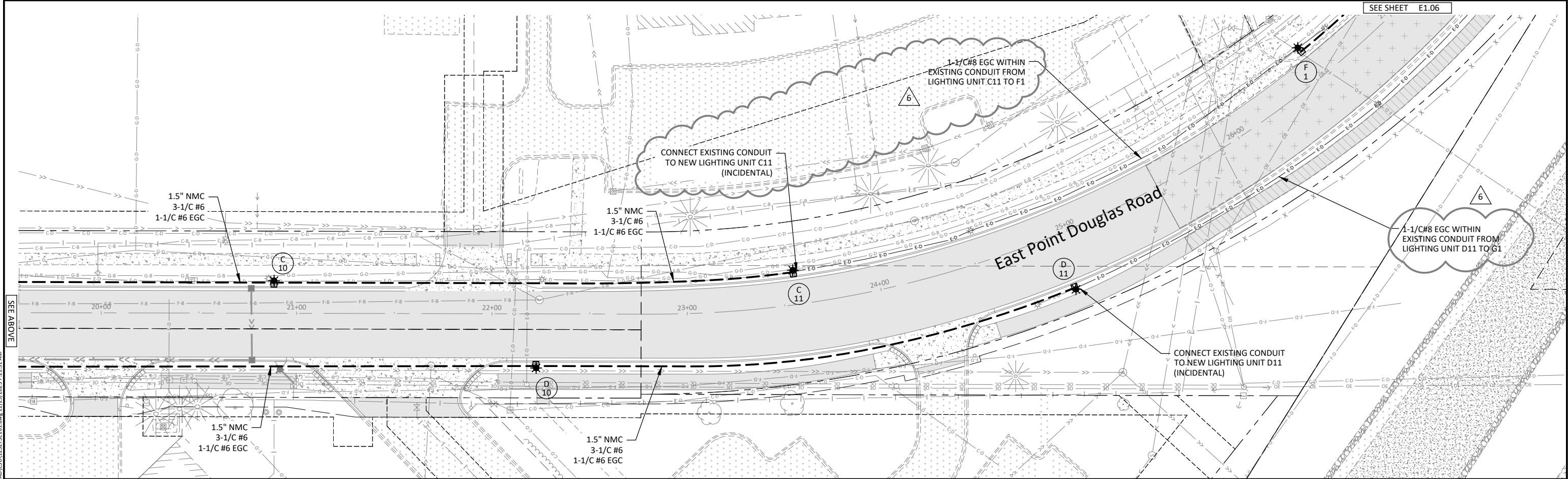
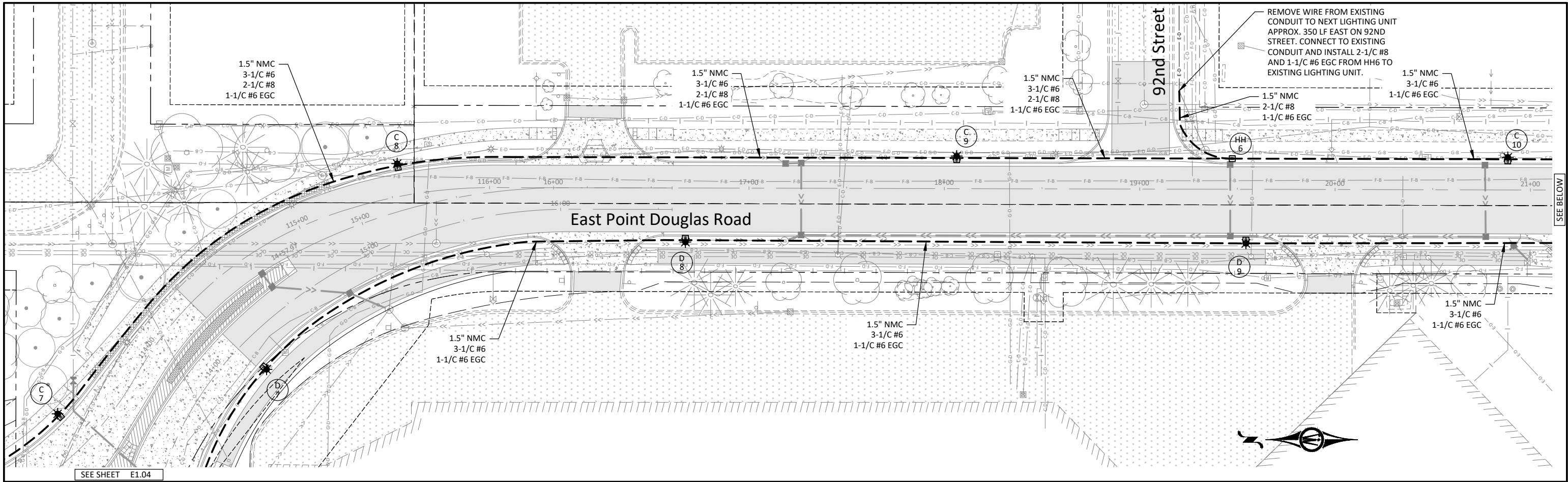


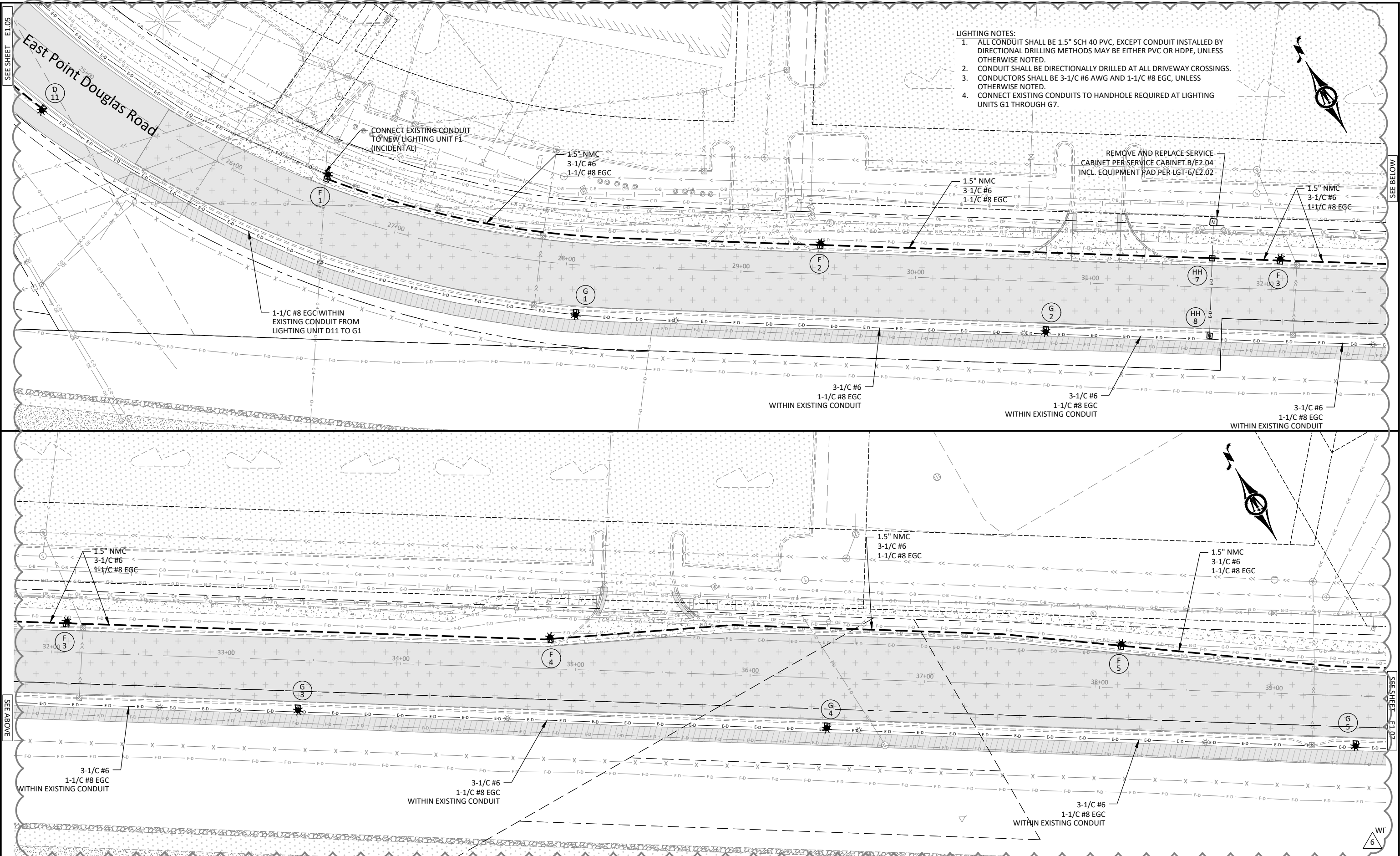
3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
AK/MRW	0	BID	02/01/2023
DRAWN	NO.	CON	DATE
AK	5	FO 5	07/27/2023
CHCKD	6	CO 1	11/29/2023
MJB			
CUSTOMER PROJ. NO.			

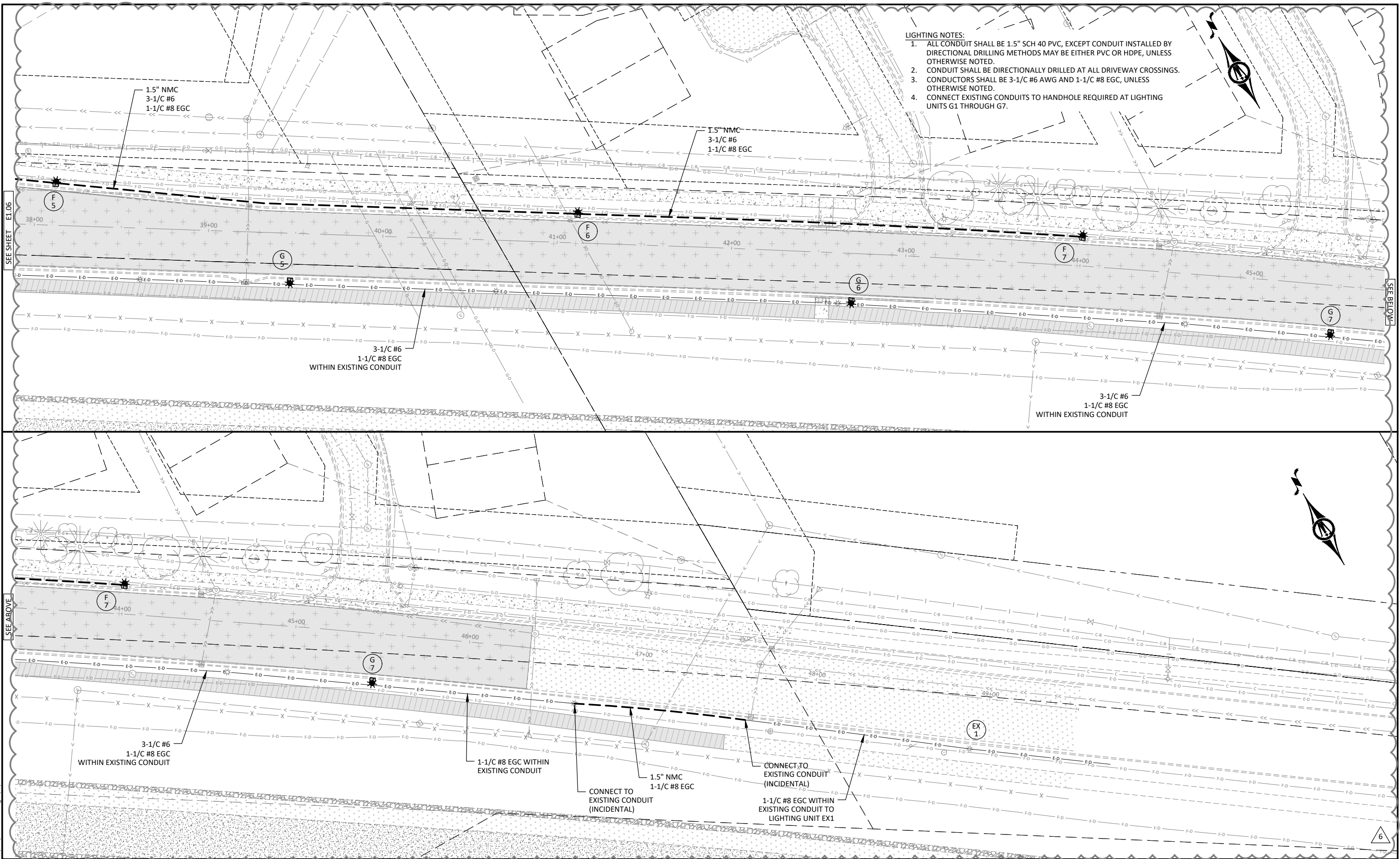
CITY OF COTTAGE GROVE, MINNESOTA		SHEET C0.08
EAST POINT DOUGLAS ROAD AND JAMAICA AVENUE - RECONSTRUCTION AND SIGNAL MODIFICATIONS		
ALTERNATE 1 - EXISTING CONDITIONS & SURFACE REMOVALS SAP 180-110-014 AND SAP 180-112-013		





- LIGHTING NOTES:
1. ALL CONDUIT SHALL BE 1.5" SCH 40 PVC, EXCEPT CONDUIT INSTALLED BY DIRECTIONAL DRILLING METHODS MAY BE EITHER PVC OR HDPE, UNLESS OTHERWISE NOTED.
 2. CONDUIT SHALL BE DIRECTIONALLY DRILLED AT ALL DRIVEWAY CROSSINGS.
 3. CONDUCTORS SHALL BE 3-1/C #6 AWG AND 1-1/C #8 EGC, UNLESS OTHERWISE NOTED.
 4. CONNECT EXISTING CONDUITS TO HANDHOLE REQUIRED AT LIGHTING UNITS G1 THROUGH G7.





- LIGHTING NOTES:**
1. ALL CONDUIT SHALL BE 1.5" SCH 40 PVC, EXCEPT CONDUIT INSTALLED BY DIRECTIONAL DRILLING METHODS MAY BE EITHER PVC OR HDPE, UNLESS OTHERWISE NOTED.
 2. CONDUIT SHALL BE DIRECTIONALLY DRILLED AT ALL DRIVEWAY CROSSINGS.
 3. CONDUCTORS SHALL BE 3-1/C #6 AWG AND 1-1/C #8 EGC, UNLESS OTHERWISE NOTED.
 4. CONNECT EXISTING CONDUITS TO HANDHOLE REQUIRED AT LIGHTING UNITS G1 THROUGH G7.

SEE SHEET E1.06

SEE BELOW

SEE ABOVE

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PROJECT: 180-110-014 AND 180-112-013
DATE: 11/29/2023 12:47 AM



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.

Michael R. Warner
MICHAEL R. WARNER
LIC. NO. 44693 DATE 02/01/2023



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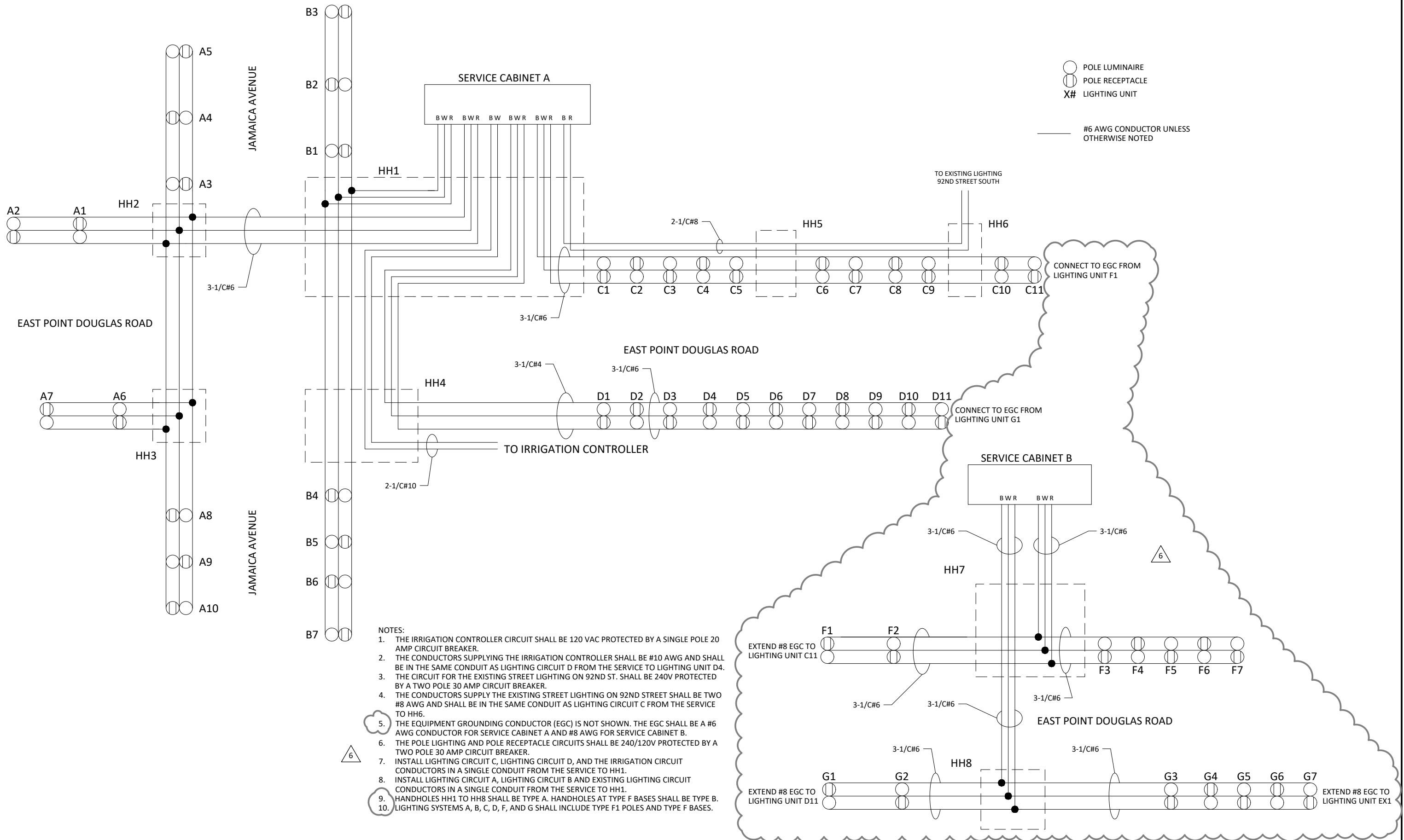
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CHECKED	MJB	5	FO 5	07/27/2023
CUSTOMER PROJ. NO.		6	CO 1	11/29/2023

CITY OF COTTAGE GROVE, MINNESOTA
EAST POINT DOUGLAS ROAD AND JAMAICA AVENUE - RECONSTRUCTION AND SIGNAL MODIFICATIONS
STREET LIGHTING PLAN
SAP 180-110-014 AND SAP 180-112-013

SHEET

E1.07

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Michael R. Warner

MICHAEL R. WARNER
LIC. NO. 44693 DATE 02/01/2023



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CLIENT PROJ. NO.		CO 1	11/29/2023

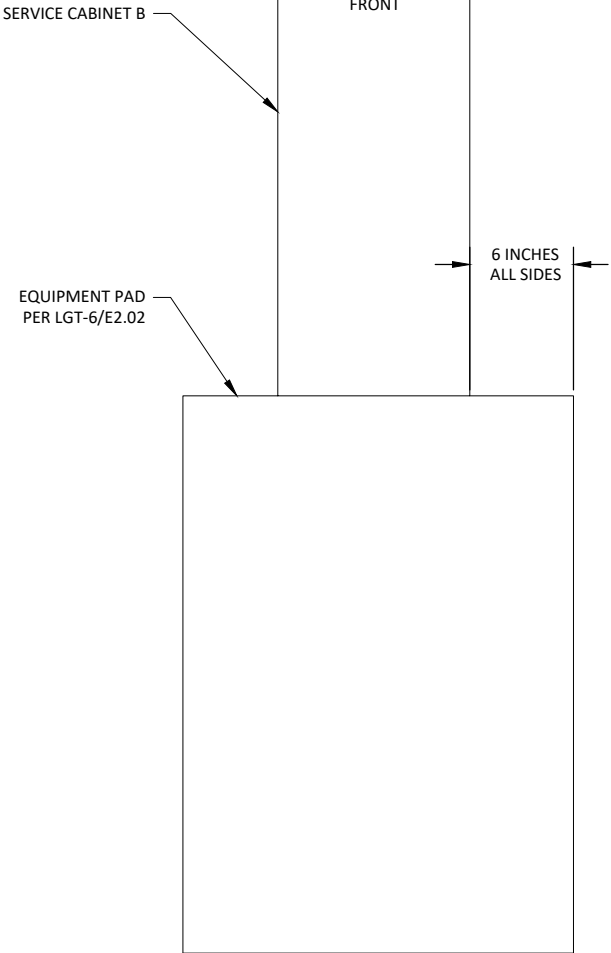
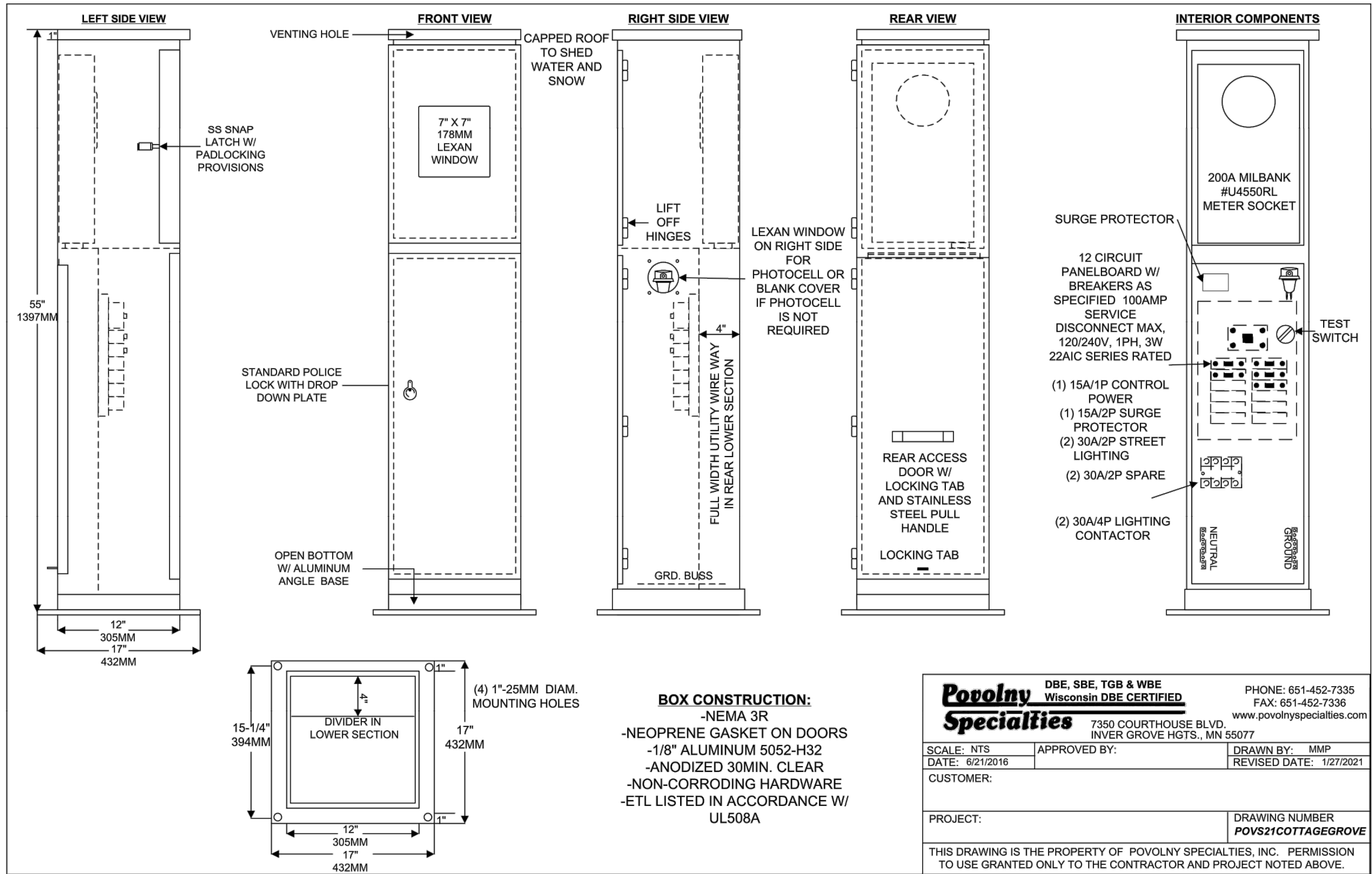
CITY OF COTTAGE GROVE, MINNESOTA
EAST POINT DOUGLAS ROAD AND JAMAICA AVENUE - RECONSTRUCTION AND SIGNAL MODIFICATIONS
STREET LIGHTING DETAILS
SAP 180-110-014 AND SAP 180-112-013

SHEET

E2.01

SERVICE CABINET B

SERVICE CABINET B SECTION
NOT TO SCALE



6

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Michael R. Warner

MICHAEL R. WARNER
LIC. NO. 44693 DATE 02/01/2023



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DESIGNED	NO.	ISSUED FOR	DATE
AK/MRW	0	BID	02/01/2023
DRAWN	0	CON	03/13/2023
CHECKED	5	FO 5	07/27/2023
MJB	6	CO 1	11/29/2023
CUSTOMER			

CITY OF COTTAGE GROVE, MINNESOTA

EAST POINT DOUGLAS ROAD AND JAMAICA AVENUE - RECONSTRUCTION AND SIGNAL MODIFICATIONS

STREET LIGHTING DETAILS

SAP 180-110-014 AND SAP 180-112-013

SHEET

E2.04



City Council Action Request

7.J.

Meeting Date 3/6/2024

Department Public Works

Agenda Category Action Item

Title Jamaica Avenue Mill and Overlay Project – Approve Plans and Specifications and Establish Bid Date

Staff Recommendation Adopt Resolution 2024-036 approving the plans and specifications and establishing an April 4, 2024, bid date for the Jamaica Avenue Mill and Overlay Project.

Budget Implication \$1,500,000 - Street Reconstruction and Overlay Project (SROP) bonds

Attachments

1.	Jamaica M&O Approve P&S and Set Bid Date CC Memo
2.	Jamaica M&O Approve P&S and Set Bid Date Resolution
3.	Jamaica M&O Approve P&S and Set Bid Date Plans & Specs



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

From: Joe Fox, PE, Project Engineer

Date: February 27, 2024

Re: Jamaica Avenue Mill and Overlay Project– Approve Plans and Specifications and Establish Bid Date

Background

As staff reviews roadways each year for inclusion in various pavement preservation projects, it is important to specifically review the higher volume roadways as well. In 2023, City Council asked that Jamaica Avenue from 80th Street to 90th Street specifically be reviewed for possible maintenance. Upon further review, this segment of roadway was identified as needing repairs as the observed rutting in the wheel paths causes major safety concerns in the winter months. With deep rutting, plow trucks are unable to fully clear the roadway of snow, causing areas of snowpack and ice buildup.

Discussion

A mill and overlay procedure has been used previously in Cottage Grove to address rutting issues and to help lengthen the life cycle of the roadway. In 2013, a portion of 95th Street just west of Jamaica Avenue was experiencing extensive rutting with the heavy truck traffic and was subsequently milled and overlayed. After just over 10 years, there is only minor rutting showing in the new pavement showing that the mill and overlay was successful in rehabilitating the pavement in the rutting scenario without a huge capital investment.

Summary of Road and Infrastructure Improvements: The proposed Jamaica Avenue rehabilitation project includes removing and replacing the top 2 inches of the existing bituminous material from the road surface. Replacing the top layer of pavement will help to increase the lifecycle of the road. It is common with a mill and overlay project that any cracking in the roadway that has extended to the base layer will typically reflect through the new pavement within the first year. Minor spot curb replacement, utility repairs, lighting upgrades and ADA improvements will also be completed as part of the project.

The storm sewer was televised in preparation for this project. The televising showed cracks, large chips, and areas where groundwater appears to be seeping into the sewer. These areas will be lined with cured in-place pipe (CIPP), which is installed from the street level. Storm sewer manholes will be patched and repaired where necessary.

Pedestrian facility improvements are also part of the project. Pedestrian ramps will be replaced as needed along the project area. Electronic accessible pedestrian signals will be installed on all four corners of the 90th Street and Jamaica Avenue intersection.

Street signage will be replaced as necessary. Upgrades to street lighting are also planned. The light poles and luminaires will be replaced at all intersections.

This project is funded through bonds issued under the Street Reconstruction and Overlay Plan (SROP). The Council authorized issuance of the bonds at their October 13, 2023, meeting. This project is distinct from the 2024 Mill and Overlay project taking place in the Thompson Grove neighborhood.

Plans and Specifications: Plans and specifications have been prepared in accordance with city standards and specifications. The engineer's estimate for the project is \$1,500,000.

Bid Date: A bid date of April 4, 2024, at 10:00 a.m. gives ample time for the city to publish the ad for bid and for contractors to prepare bids.

Recommendation

It is recommended the City Council adopt Resolution 2024-036 approving the plans and specifications and establishing an April 4, 2024 bid date for the Jamaica Avenue Mill and Overlay Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-036

**RESOLUTION APPROVING THE PLANS AND
SPECIFICATIONS AND ESTABLISHING A BID DATE FOR THE
JAMAICA AVENUE MILL AND OVERLAY PROJECT**

WHEREAS, plans and specifications have been prepared in accordance with the City Standards and Specifications for the Jamaica Avenue Mill and Overlay Project; and

WHEREAS, a bid date has been established for April 4, 2024; and

WHEREAS, the City Engineer has presented such plans and specifications to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and establishes a bid date of April 4, 2024, for the Jamaica Avenue Mill and Overlay Project.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

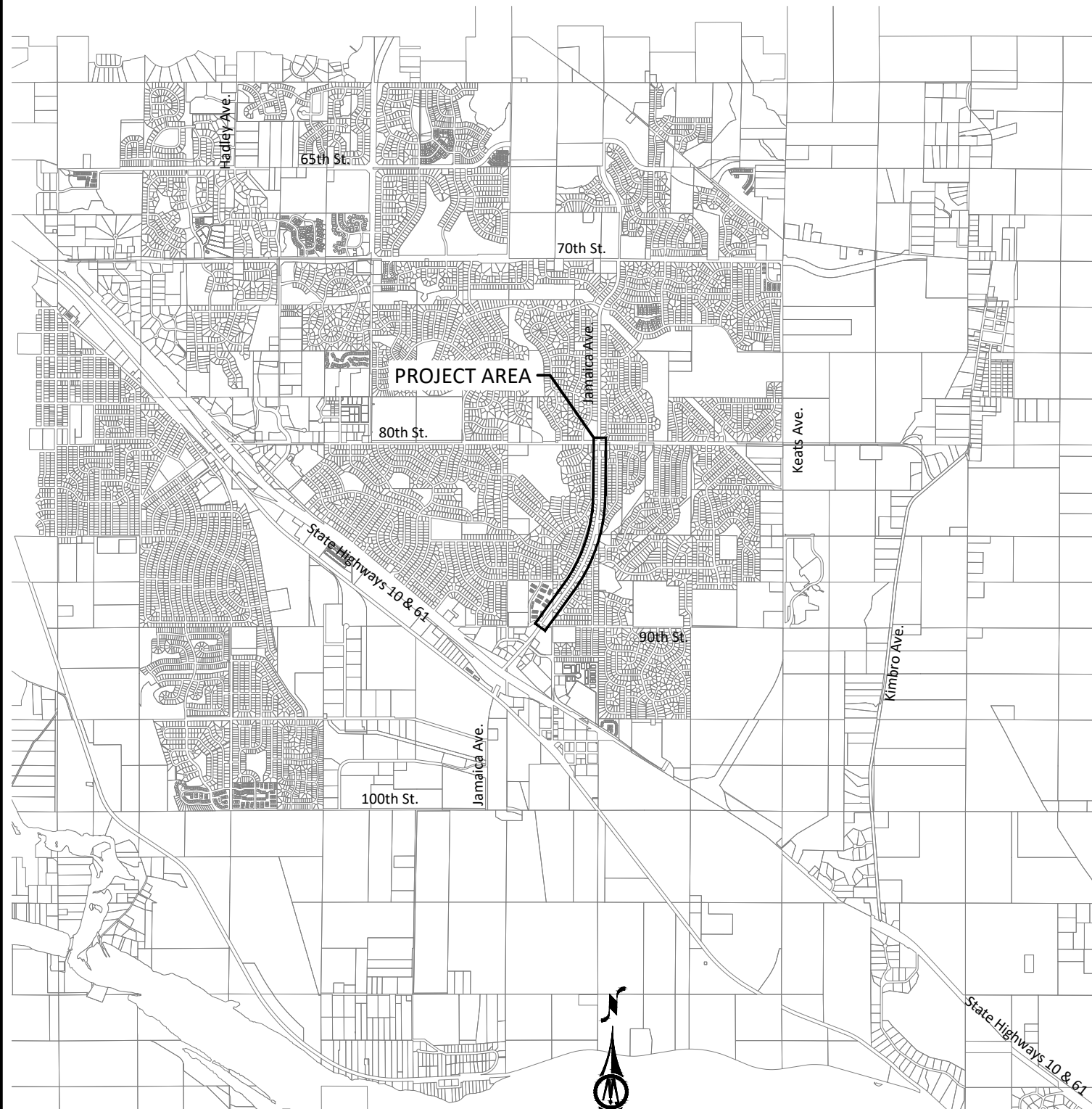


2024 JAMAICA AVENUE MILL AND OVERLAY

SHEET INDEX

SHEET NO.	DESCRIPTION
G0.01	TITLE SHEET
G0.02	LEGEND
G2.01	LOCATION PLAN
C1.01	TYPICAL SECTIONS
C1.02 - C1.07	MNDOT PEDESTRIAN CURB RAMP DETAILS
C1.08 - C1.10	STANDARD DETAILS
C1.11 - C1.16	TRAFFIC CONTROL PLAN
C2.01 - C2.02	EROSION CONTROL
C5.01 - C5.04	STORM SEWER IMPROVEMENTS
C6.01 - C6.04	STREET IMPROVEMENTS
C6.05 - C6.06	PEDESTRIAN CURB RAMP DETAILS
C7.01 - C7.04	SIGNING AND PAVEMENT MARKING PLAN
E1.01 - E1.03	STREET LIGHTING
THIS SET OF PLANS CONTAINS 38 SHEETS	

MYRON BAILEY	MAYOR
DAVID THIEDE	COUNCIL MEMBER
MONIQUE GARZA	COUNCIL MEMBER
JUSTIN OLSEN	COUNCIL MEMBER
TONY KHAMBATA	COUNCIL MEMBER
JENNIFER LEVITT	CITY ADMINISTRATOR
AMANDA MEYER	CITY ENGINEER
RYAN BURFEIND	DIRECTOR OF PUBLIC WORKS
KORINE LAND	ATTORNEY



- PROJECT CONTROL NOTES:
- ALL COORDINATES ARE WASHINGTON COUNTY COORDINATE SYSTEM
 - HORIZONTAL COORDINATES ARE BASED ON GEODETIC POSITION
NAD83, 1986 ADJUSTMENT
 - VERTICAL ELEVATIONS ARE BASED ON MNDOT NAVD 88



MAP OF THE
CITY OF COTTAGE GROVE
WASHINGTON COUNTY, MN

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.

ANDREW N. OLSON
LIC. NO. 59327 DATE 02/28/2024



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
ANO	0	BID	03/12/2024
DRAWN	ZDB		
CHECKED	ANO		
CLIENT PROJ. NO.	0N1.130858		

CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY

TITLE SHEET

SHEET

G0.01

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN NON TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGN TRAFFIC
	BARRICADE PERMANENT		SIGNAL CONTROL CABINET
	BASKETBALL POST		SOIL BORING
	BENCH		SIREN
	BIRD FEEDER		TELEPHONE BOOTH
	BOLLARD		TILE INLET
	BUSH		TILE OUTLET
	CATCH BASIN RECTANGULAR CASTING		TILE RISER
	CATCH BASIN CIRCULAR CASTING		TRANSFORMER-ELECTRIC
	CURB STOP		TREE-CONIFEROUS
	CLEAN OUT		TREE-DEAD
	CULVERT END		TREE-DECIDUOUS
	DRINKING FOUNTAIN		TREE STUMP
	DOWN SPOUT		TRAFFIC ARM BARRIER
	FILL PIPE		TRAFFIC SIGNAL
	FIRE HYDRANT		TRASH CAN
	FLAG POLE		UTILITY MARKER
	FLARED END / APRON		VALVE
	FUEL PUMP		VALVE POST INDICATOR
	GRILL		VALVE VAULT
	GUY WIRE ANCHOR		VAULT
	HANDHOLE		VENT PIPE
	HANDICAP SPACE		WATER SPIGOT
	IRRIGATION SPRINKLER HEAD		WELL
	IRRIGATION VALVE BOX		WETLAND DELINEATED MARKER
	LIFT STATION CONTROL PANEL		WETLAND
	LIFT STATION		WET WELL
	LIGHT ON POLE		YARD HYDRANT
	LIGHT-GROUND		
	MAILBOX		

	MANHOLE-COMMUNICATION
	MANHOLE-ELECTRIC
	MANHOLE-GAS
	MANHOLE-HEAT
	MANHOLE-SANITARY SEWER
	MANHOLE-STORM SEWER
	MANHOLE-UTILITY
	MANHOLE-WATER
	METER
	ORDER MICROPHONE
	PARKING METER
	PAVEMENT MARKING
	PEDESTAL-COMMUNICATION
	PEDESTAL-ELECTRIC
	PEDESTRIAN PUSH BUTTON
	PICNIC TABLE
	POLE-UTILITY
	POLE-BRACE
	POST
	RAILROAD SIGNAL POLE

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN C/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

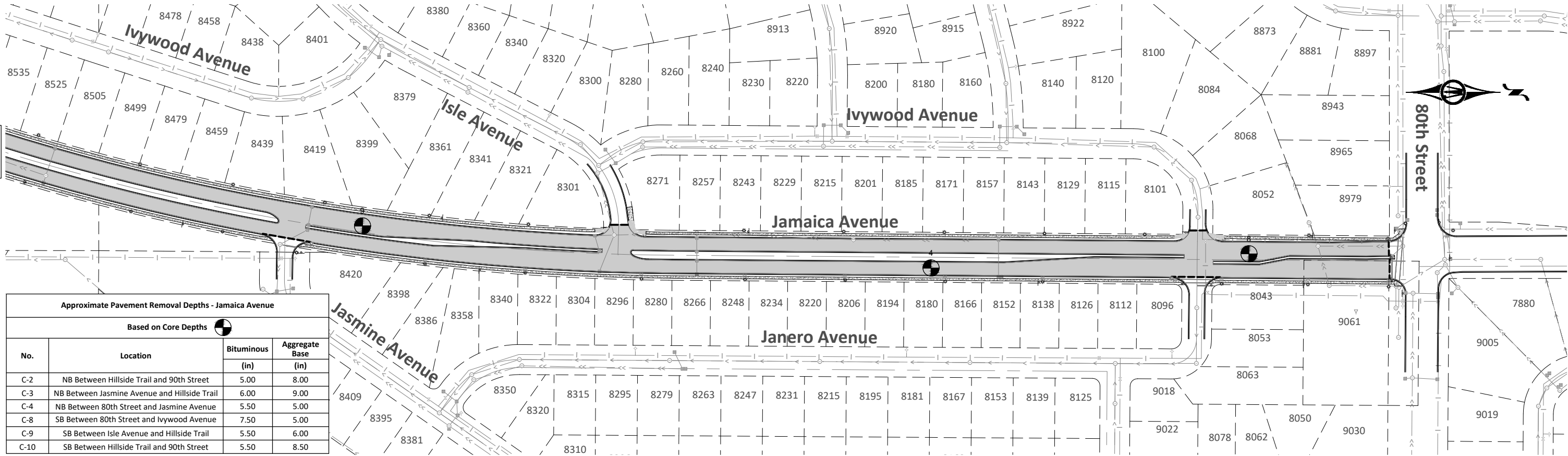
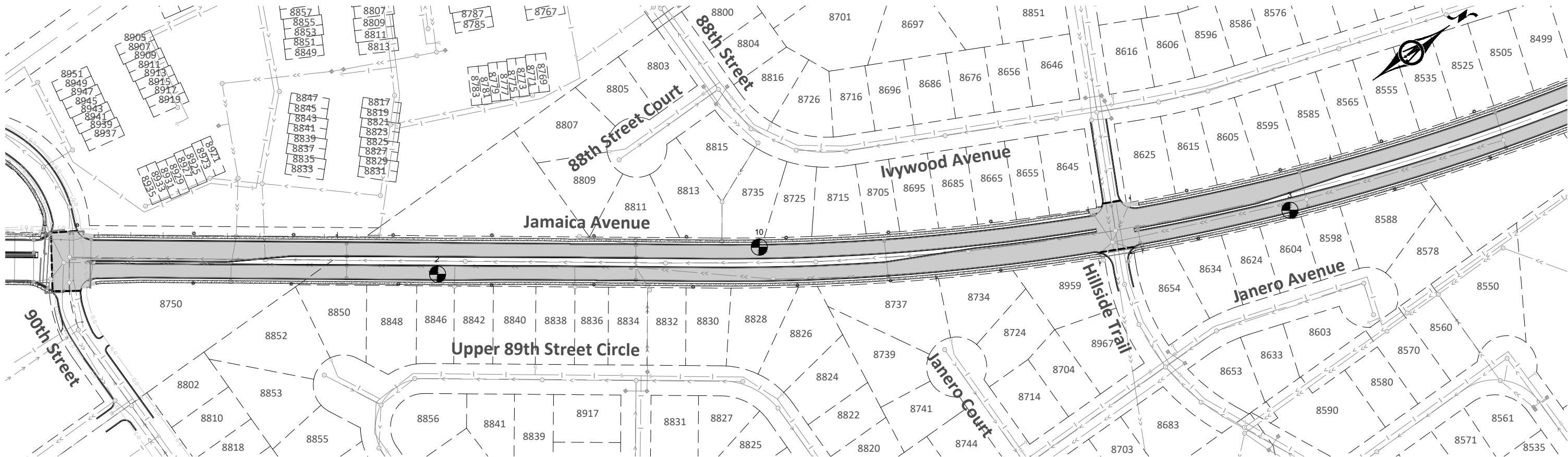
QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL.	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL	AC	ACRES
DWY	DRIVEWAY	PC	POINT OF CURVE	CF	CUBIC FEET
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CV	COMPACTED VOLUME
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CY	CUBIC YARD
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	EA	EACH
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EV	EXCAVATED VOLUME
ER	END RADIUS	PERM	PERMANENT	LB	POUND
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LF	LINEAR FEET
EX	EXISTING	PL	PROPERTY LINE	LS	LUMP SUM
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LV	LOOSE VOLUME
F-F	FACE TO FACE	PT	POINT OF TANGENT	SF	SQUARE FEET
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SV	STOCKPILE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SY	SQUARE YARD
FM	FORCEMAIN	R	RADIUS		
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		





Approximate Pavement Removal Depths - Jamaica Avenue			
Based on Core Depths			
No.	Location	Bituminous (in)	Aggregate Base (in)
C-2	NB Between Hillside Trail and 90th Street	5.00	8.00
C-3	NB Between Jasmine Avenue and Hillside Trail	6.00	9.00
C-4	NB Between 80th Street and Jasmine Avenue	5.50	5.00
C-8	SB Between 80th Street and Ivywood Avenue	7.50	5.00
C-9	SB Between Isle Avenue and Hillside Trail	5.50	6.00
C-10	SB Between Hillside Trail and 90th Street	5.50	8.50

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PROJECT: 2024 JAMAICA AVENUE MILL AND OVERLAY
DRAWING: 2024 JAMAICA AVENUE MILL AND OVERLAY - G2.01



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.

Andrew N. Olson
ANDREW N OLSON
LIC. NO. 59327 DATE 02/28/2024



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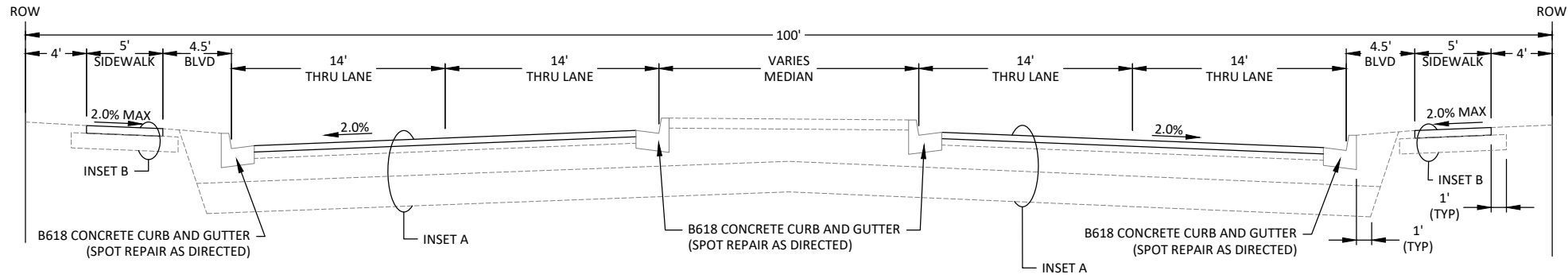
DESIGNED	ANO	NO.	0	ISSUED FOR	BID	DATE	03/12/2024
DRAWN	ZDB						
CHECKED	ANO						
CLIENT PROJ. NO.	0N1.130858						

CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY

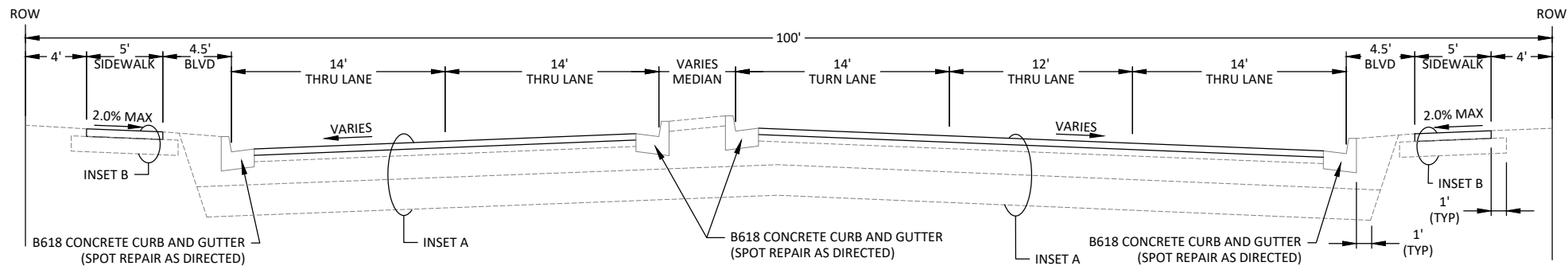
LOCATION PLAN

SHEET

G2.01



A TYPICAL SECTION
80TH STREET TO 90TH STREET



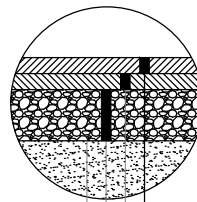
B TYPICAL SECTION WITH TURN LANES
80TH STREET TO 90TH STREET

PAVEMENT REPLACEMENT AREA

TYPICAL CONSTRUCTION
(MILL AND OVERLAY WITH SPOT CURB REPLACEMENT)

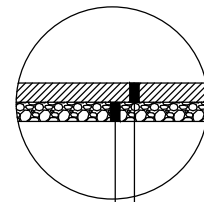
1. INSTALL TEMPORARY TRAFFIC CONTROL PRIOR TO CONSTRUCTION. SALVAGE CASTINGS AND TEMPORARILY PLATE STRUCTURES.
2. PERFORM UTILITY AND LIGHTING IMPROVEMENTS.
3. REMOVE AND REPLACE CONCRETE CURB AND GUTTER (SPOT REPAIRS) AS DIRECTED BY ENGINEER, UNLESS NOTED OTHERWISE (14 DAY NOTICE REQUIRED).
4. REMOVE AND REPLACE CONCRETE SIDEWALK AND PEDESTRIAN RAMPS.
5. RESTORE DISTURBED AREAS PER STR-19.
6. MILL EXISTING BITUMINOUS PAVEMENT.
7. PATCH BITUMINOUS BASE AS DIRECTED BY ENGINEER.
8. ADJUST STRUCTURES AND VALVE BOXES IN PAVEMENT WITH HDPE ADJUSTING RINGS AS DIRECTED BY ENGINEER.
9. PAVE BITUMINOUS WEARING COURSE.
10. PLACE PAVEMENT MARKINGS AND TRAFFIC SIGNS.
11. MAINTAIN ACCESS FOR LOCAL TRAFFIC AND EMERGENCY VEHICLES AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, SIGNAGE, FLAGGING, AND ASSOCIATED MAINTENANCE.

INSET A - DESIGN BITUMINOUS STREET

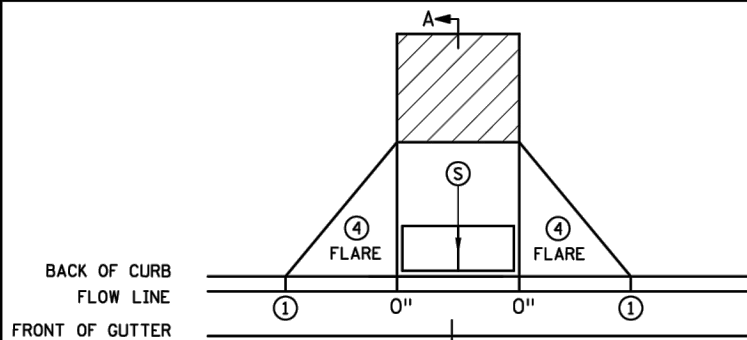


- 2" - TYPE SP 12.5 WEARING COURSE MIXTURE (4,E) (SPWEB440E)
- 2" - EXISTING BITUMINOUS PAVEMENT
- 5" - 9" - EXISTING CLASS 5 AGGREGATE BASE
- EXISTING GRANULAR SUBGRADE

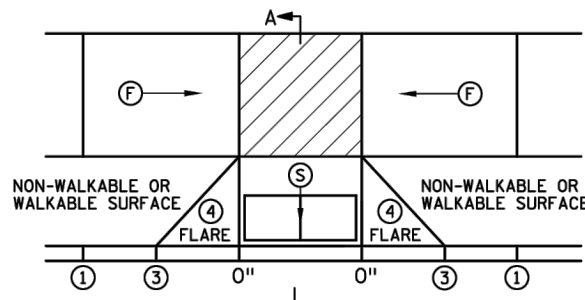
INSET B - CONCRETE SIDEWALK



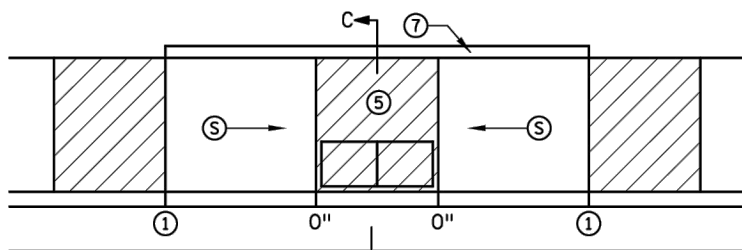
- 4" - EXISTING CONCRETE SIDEWALK (SPOT REPAIR AS DIRECTED)
- 4" - EXISTING SAND SECTION
(SUPPLEMENT WITH CLASS 5 AGGREGATE AS DIRECTED)



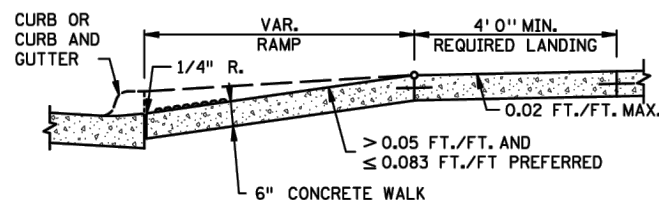
PERPENDICULAR



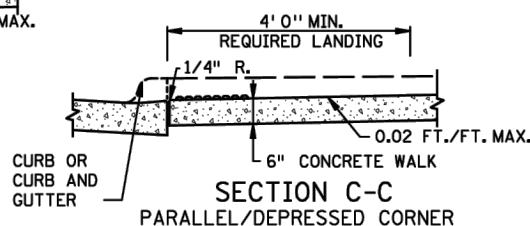
TIERED PERPENDICULAR



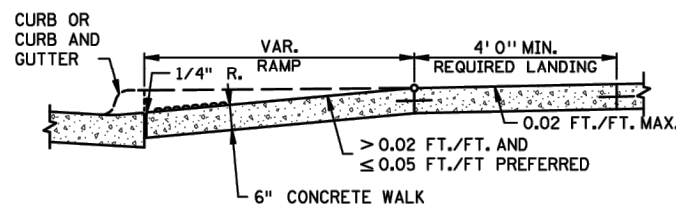
PARALLEL



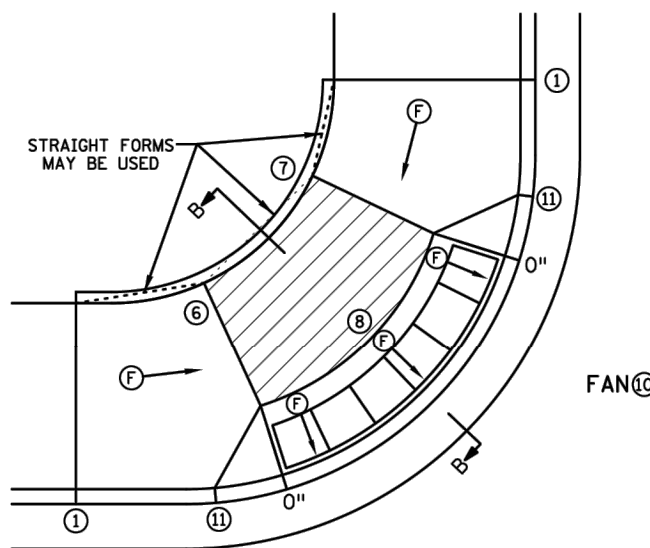
SECTION A-A
PERPENDICULAR/TIERED/DIAGONAL



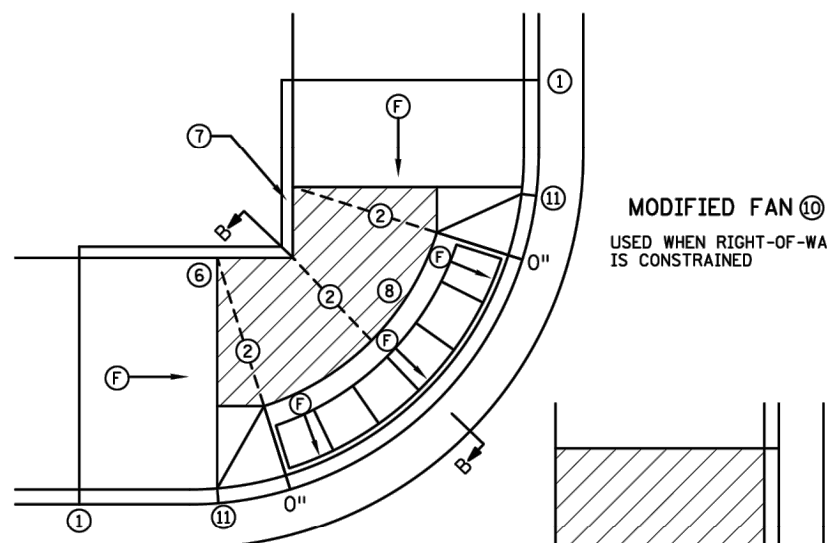
SECTION C-C
PARALLEL/DEPRESSED CORNER



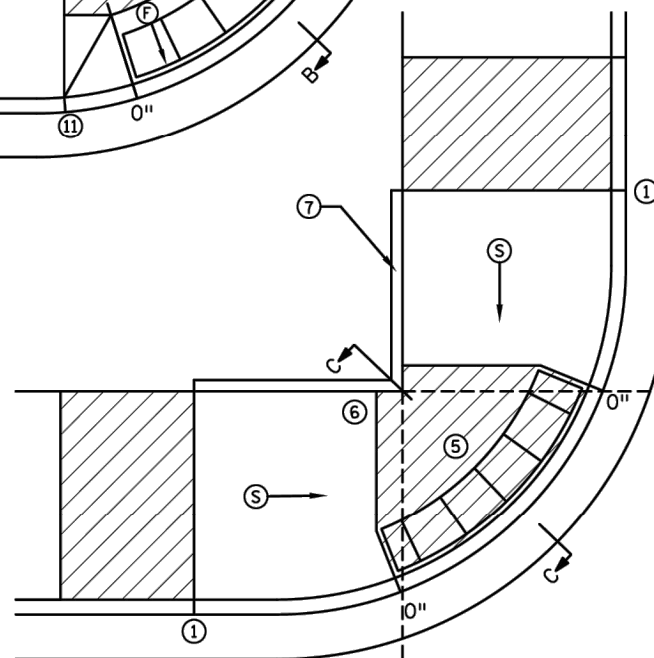
SECTION B-B
FAN



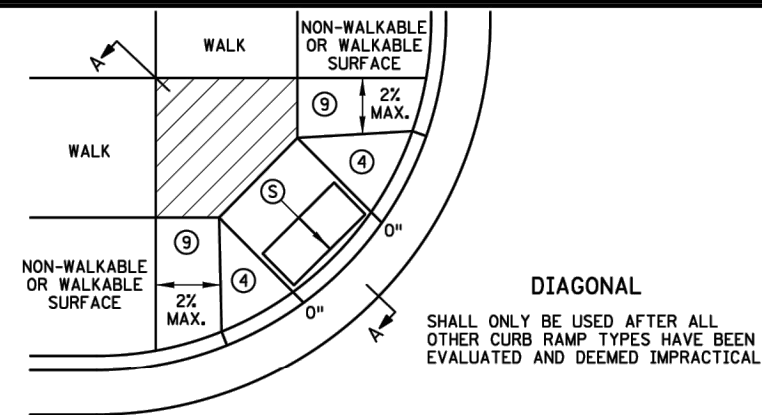
FAN



MODIFIED FAN
USED WHEN RIGHT-OF-WAY IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL

NOTES:

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMP THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR, 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH, EXCEPT AS STATED IN (6) BELOW.
- TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- 4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMP. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.
- RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

- MATCH FULL HEIGHT CURB.
- 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- PAVE FULL WALK WIDTH.
- "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
- LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
- X" CURB HEIGHT

REVISION:

APPROVED: 11-04-2021

Jeffrey Perkins
OPERATIONS DIVISION

MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

STANDARD PLAN 5-297.250

1 OF 6

THOMAS TYRBYCKI
STATE DESIGN ENGINEER

APPROVED: 11-04-2021
REVISED:

STATE PROJ. NO.

PEDESTRIAN CURB RAMP DETAILS

(TH) SHEET NO. OF SHEETS

CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY

MNDOT PEDESTRIAN CURB RAMP DETAILS

SHEET

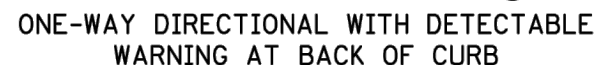
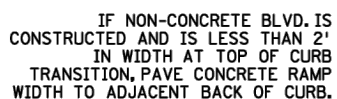
C1.02



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www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN	0	BID	03/12/2024
CHECKED			
CLIENT PROJ. NO.			



3' DOME SETBACK, 4' LONG RAMP AND
PUSH BUTTON 9' FROM THE BACK OF CURB
PRIMARYLY USED FOR APS APPLICATIONS
WHERE THE PAR DOES NOT CONTINUE PAST
THE PUSH BUTTON (DEAD-END SIDEWALK)

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.
THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
SEE NOTES (10) & (11) FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

- ① MATCH FULL CURB HEIGHT.
- ② 3" HIGH CURB WHEN USING A 3' LONG RAMP.
4" HIGH CURB WHEN USING A 4' LONG RAMP.
- ③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).
- ④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.
- ⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.
- ⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS, WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- ⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
- ⑧ 8% TO 10% WALKABLE FLARE.
- ⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
- ⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- ⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.
- ⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.
- ⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- ⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.
- ⑮ PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- | | |
|---|---|
|  | INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%. |
|  | INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%. |
|  | LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS. |
|  | CURB HEIGHT |

REVISION:

APPROVED: 11-04-2021

Jeff J. Perkins

JEFFREY PERKINS

OPERATIONS DIVISION



STANDARD PLAN 5-297.250

2 OF 6

APPROVED: 11-04-2021
REVISED:

STATE PROJ. NO.

PEDESTRIAN CURB RAMP DETAILS

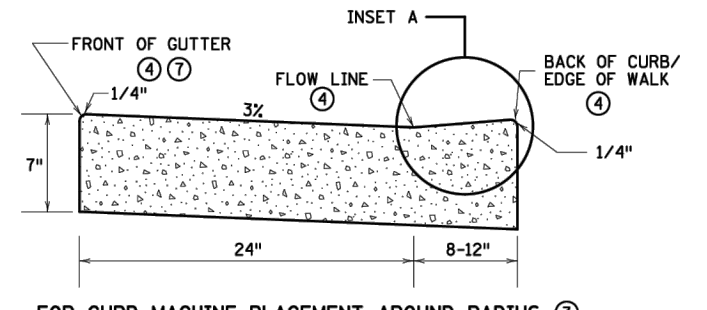
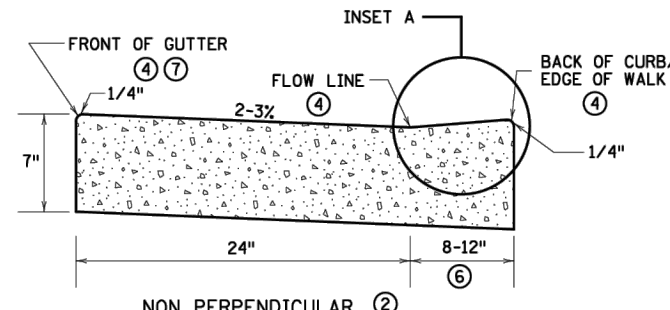
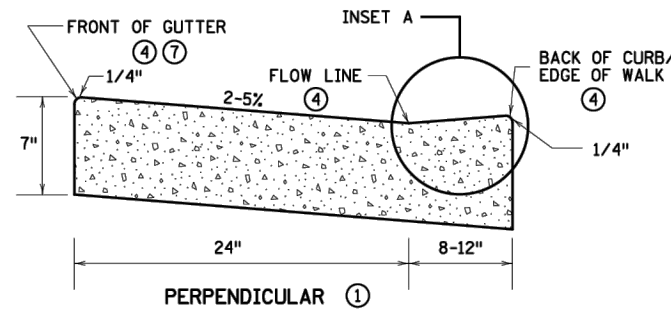
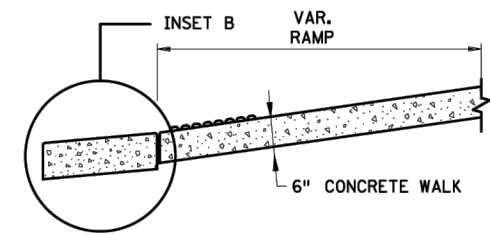
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY

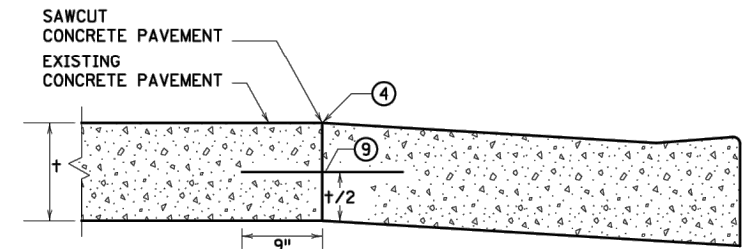
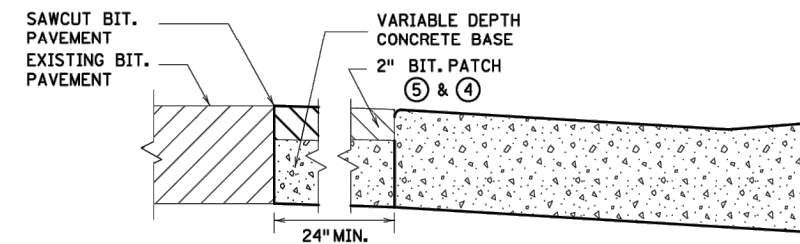
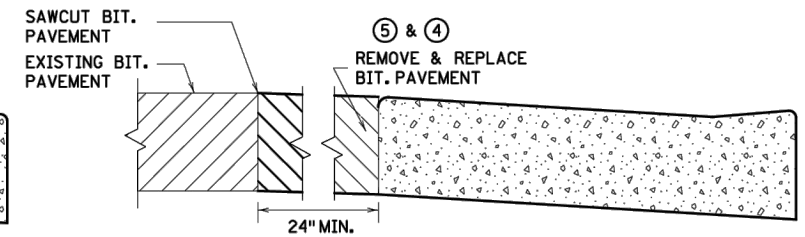
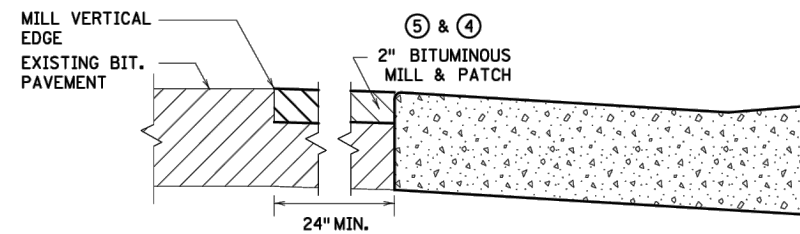
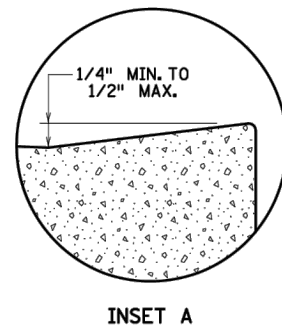
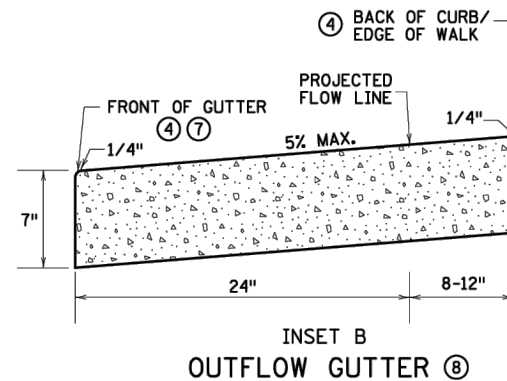
MNDOT PEDESTRIAN CURB RAMP DETAILS

SHEET

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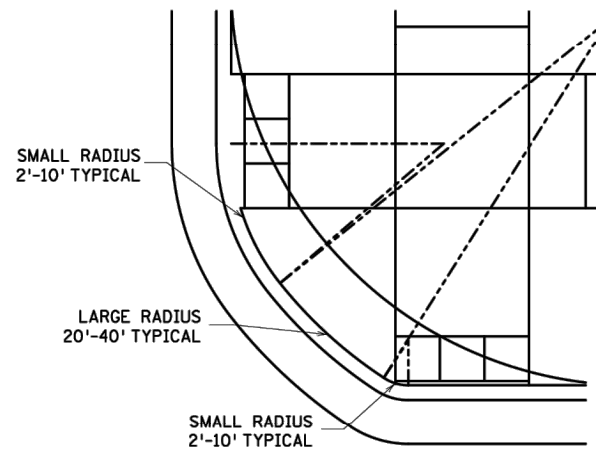
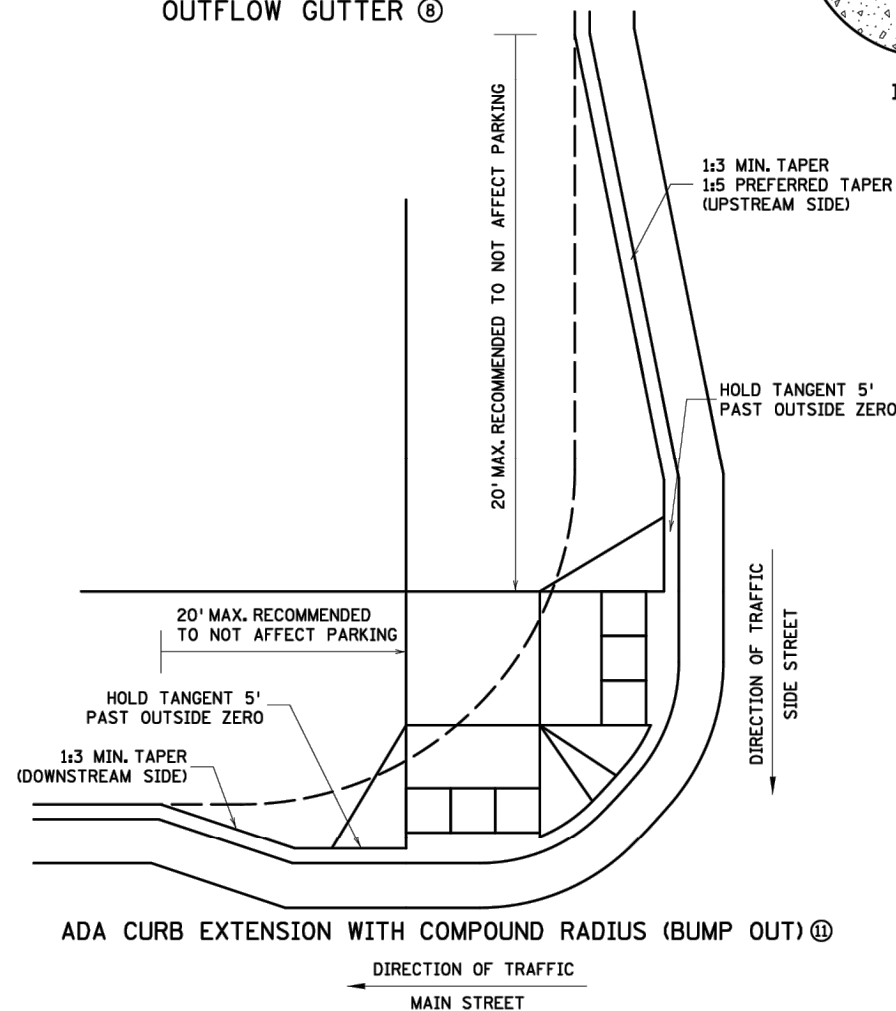


PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



ONLY ALLOWED PER ENGINEER'S APPROVAL

PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS



COMBINED DIRECTIONAL (COMPOUND RADIUS)

NOTES:

- POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
- ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMP.
- FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
- BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
- THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
- ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
- VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
- TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
- SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
- DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.
- HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
- CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey Perkins</i>
JEFFREY PERKINS OPERATIONS DIVISION

m MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250 <i>Tom Styrbicki</i> THOMAS STYRBICKI STATE DESIGN ENGINEER	3 OF 6 APPROVED: 11-04-2021 REVISED:
STATE PROJ. NO.		(TH) SHEET NO. OF SHEETS

PEDESTRIAN CURB RAMP DETAILS

CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
MNDOT PEDESTRIAN CURB RAMP DETAILS

SHEET

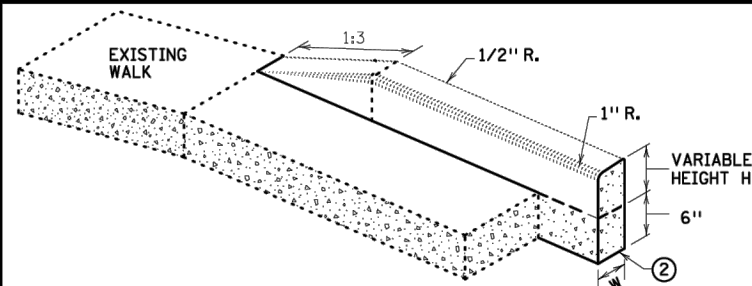
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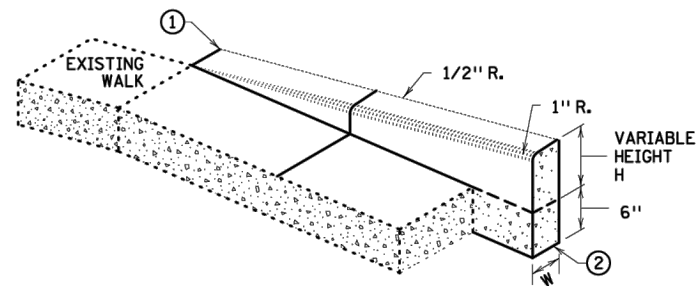
3507 HIGH POINT DRIVE NORTH
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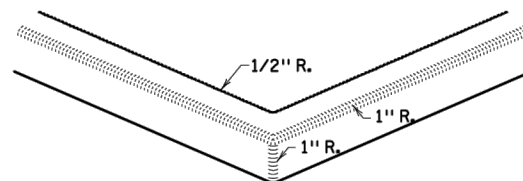
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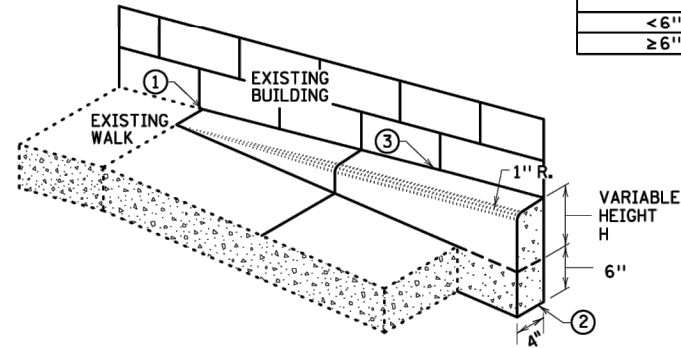
V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS



V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS

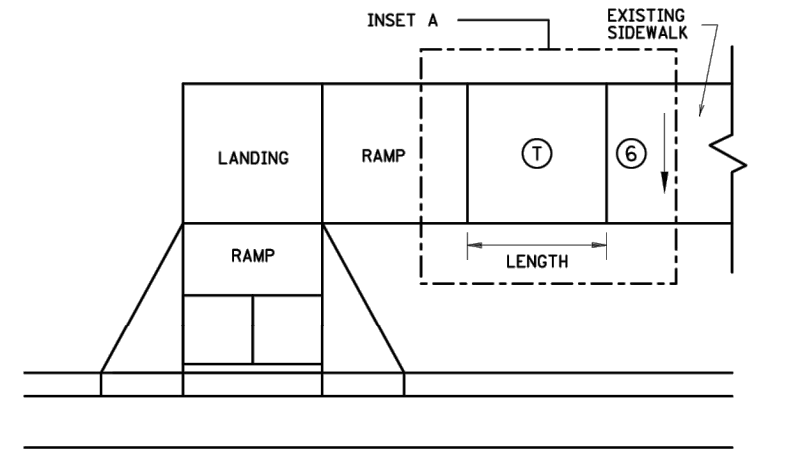


V CURB INTERSECTION

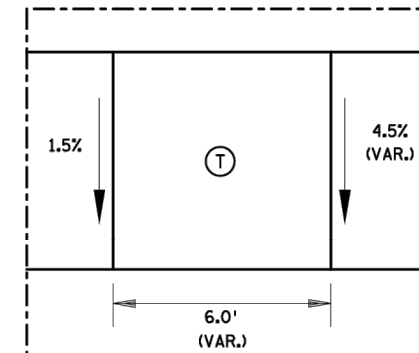


V CURB ADJACENT TO BUILDING
OR BARRIER

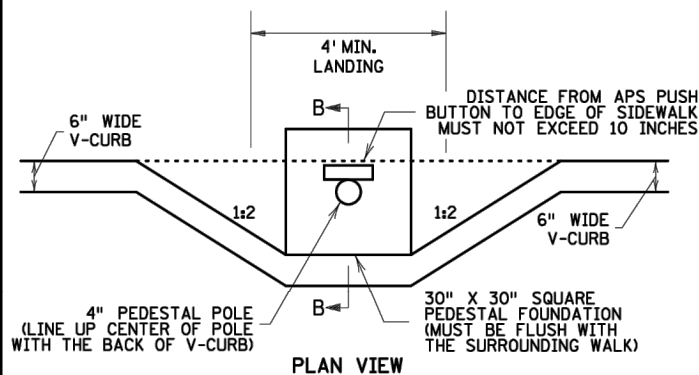
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



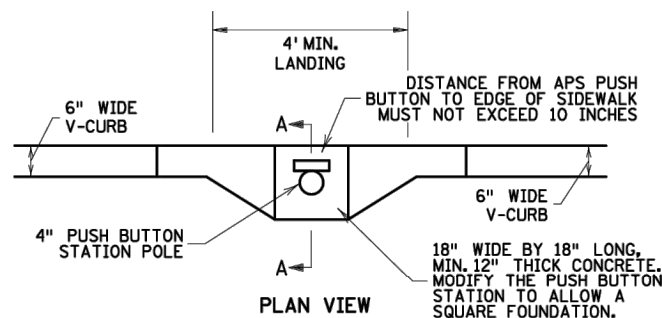
TRANSITION PANEL ④ ⑤



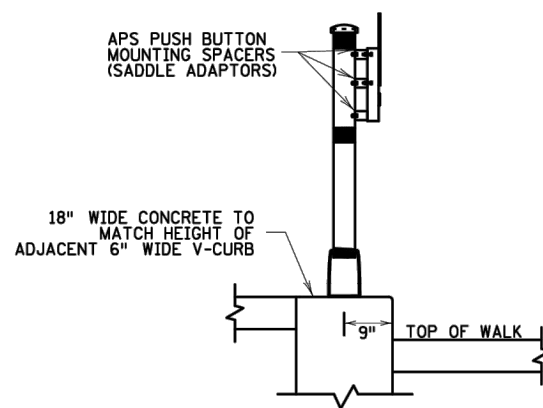
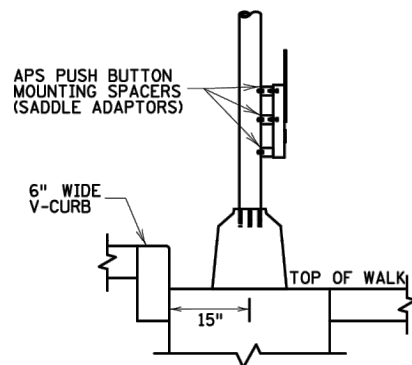
INSET A



SECTION B-B
SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A
PUSH BUTTON STATION (V-CURB)



NOTES:

- A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.
- ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.
- WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.
- V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.
- V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.
- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
- ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
- ⑤ TRANSITION PANEL(S) ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
- ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

- THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- ④ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- ① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey Perkins</i>
JEFFREY PERKINS OPERATIONS DIVISION



STANDARD PLAN 5-297.250

5 OF 6

APPROVED: 11-04-2021
REVISOR:
THOMAS STYBICKI
STATE DESIGN ENGINEER

STATE PROJ. NO.

PEDESTRIAN CURB RAMP DETAILS

(TH) SHEET NO. OF SHEETS



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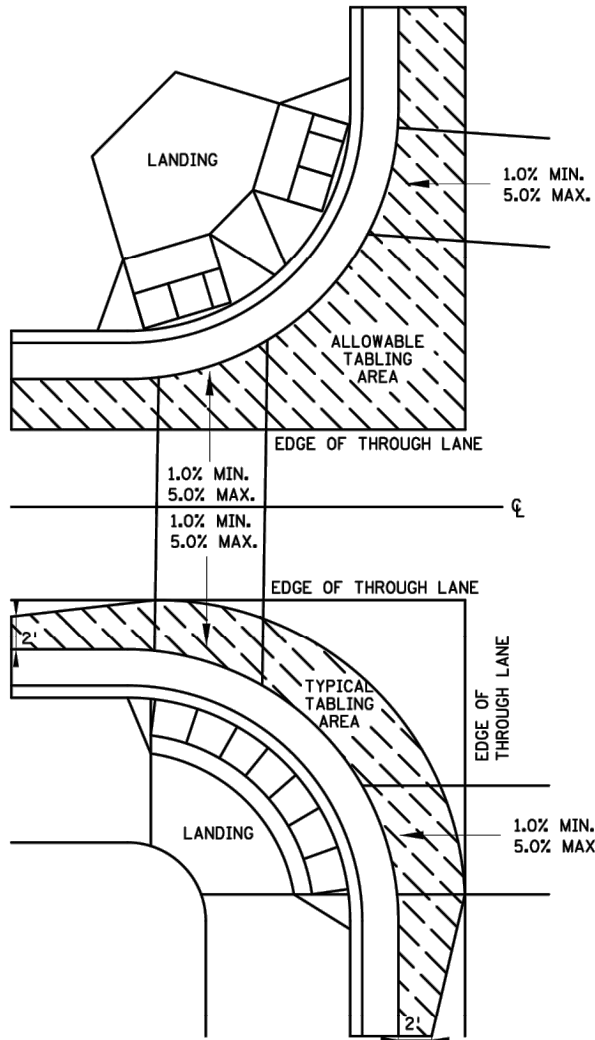
CITY OF COTTAGE GROVE, MINNESOTA

2024 JAMAICA AVENUE MILL AND OVERLAY

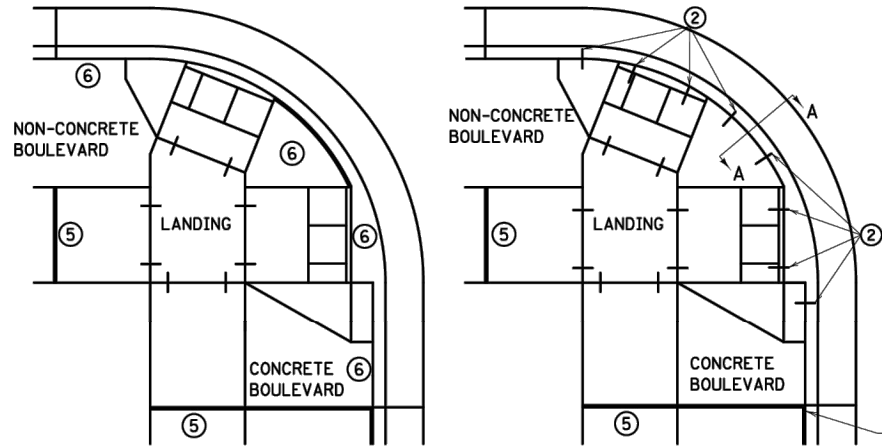
MNDOT PEDESTRIAN CURB RAMP DETAILS

SHEET

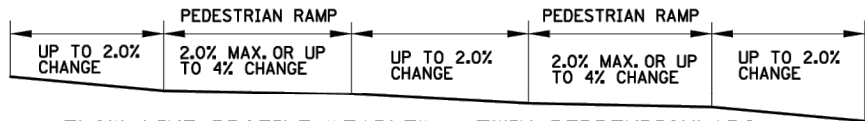
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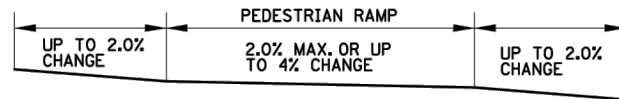
CURB LINE AND ROAD CROSSING ADJUSTMENTS



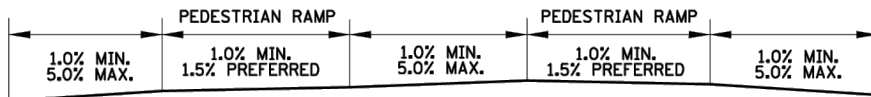
EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS
CURB LINE REINFORCEMENT ④
PLACEMENT ON BITUMINOUS ROADWAYS



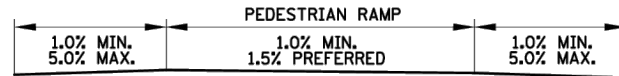
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



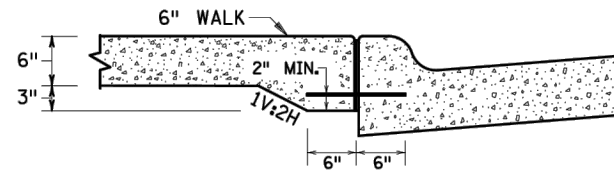
FLOW LINE PROFILE "TABLE" - FAN



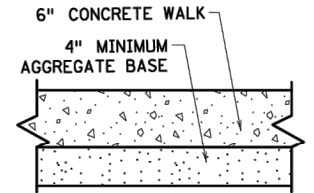
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



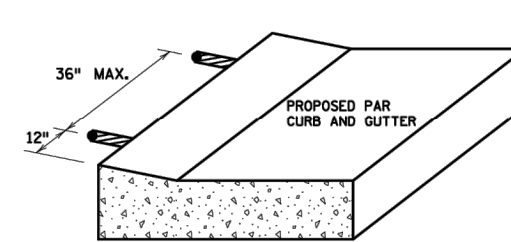
FLOW LINE PROFILE RAISE - FAN



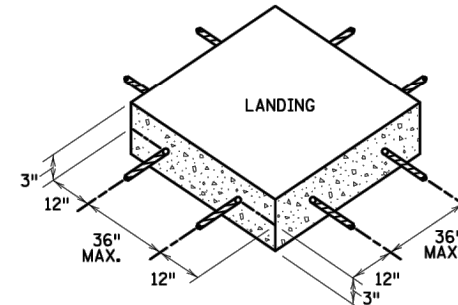
SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES



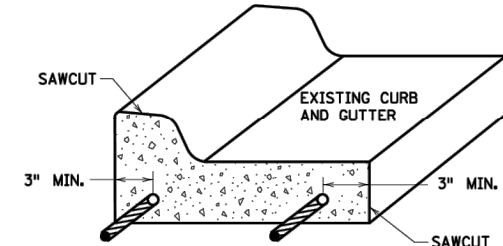
TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER



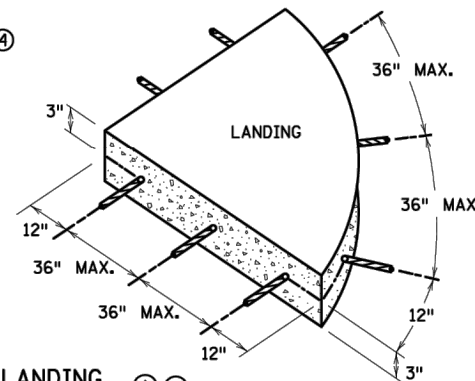
CURB RAMP REINFORCEMENT DETAILS ② ④



SEPARATE LANDING
POUR REINFORCEMENT ① ②



CURB AND GUTTER
REINFORCEMENT ③



GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey Perkins</i>
JEFFREY PERKINS OPERATIONS DIVISION

m MINNESOTA
DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 6 OF 6

<i>Tom Strychicki</i>	APPROVED: 11-04-2021
THOMAS STRYCHICKI	REVISOR:
STATE DESIGN ENGINEER	

STATE PROJ. NO.

PEDESTRIAN CURB RAMP DETAILS

(TH) SHEET NO. OF SHEETS



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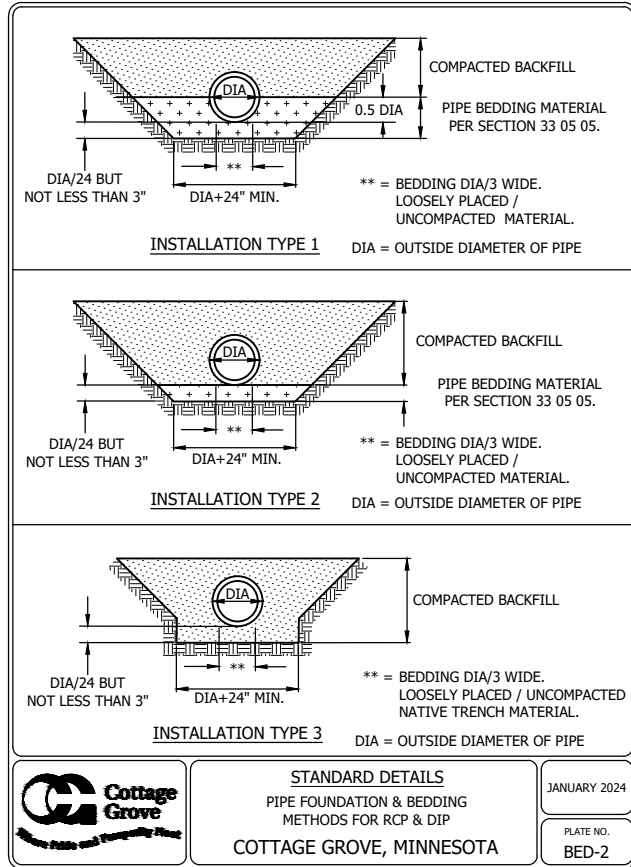
CITY OF COTTAGE GROVE, MINNESOTA

2024 JAMAICA AVENUE MILL AND OVERLAY

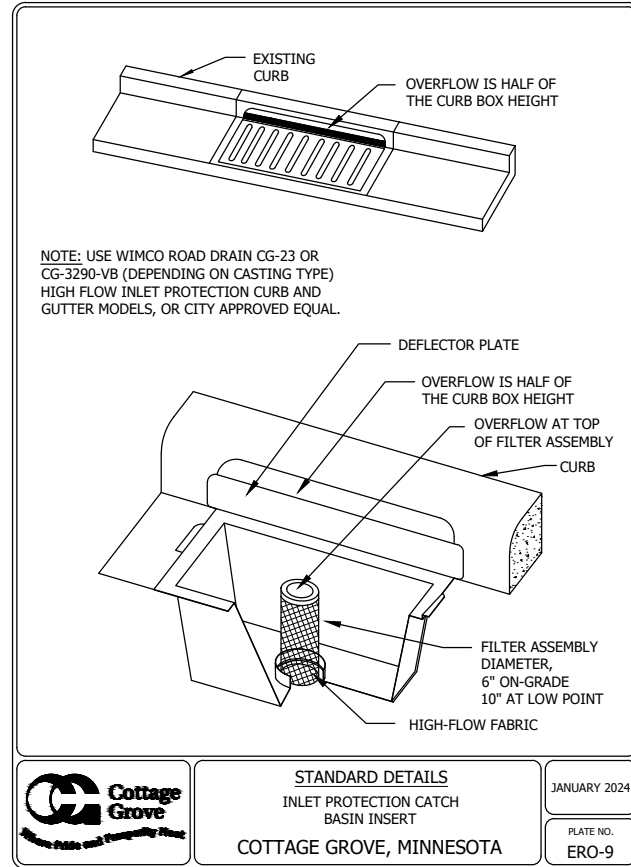
MNDOT PEDESTRIAN CURB RAMP DETAILS

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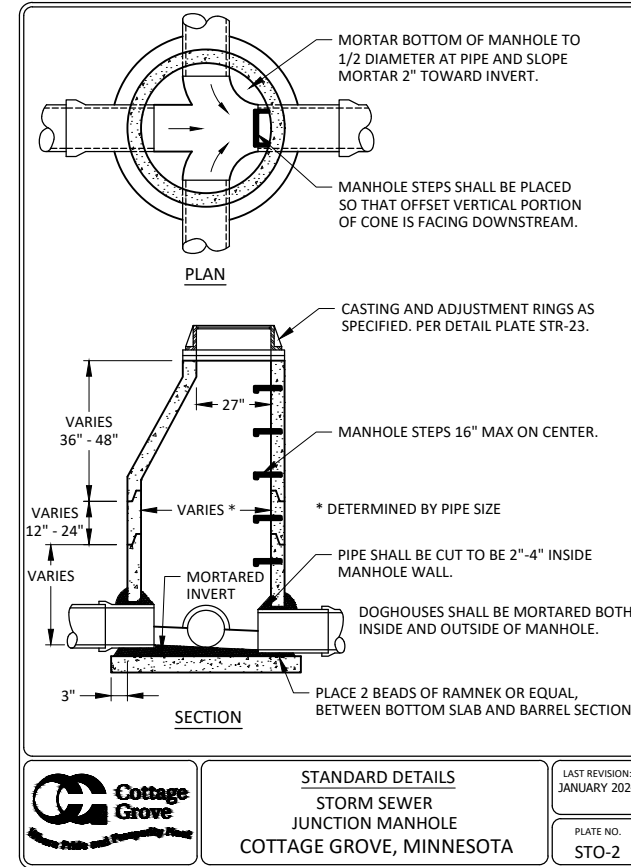
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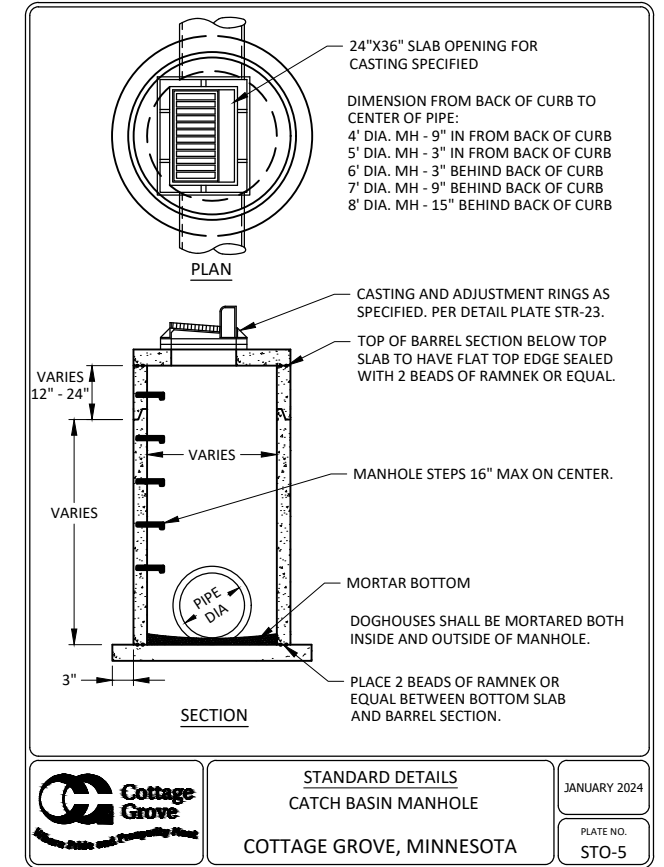
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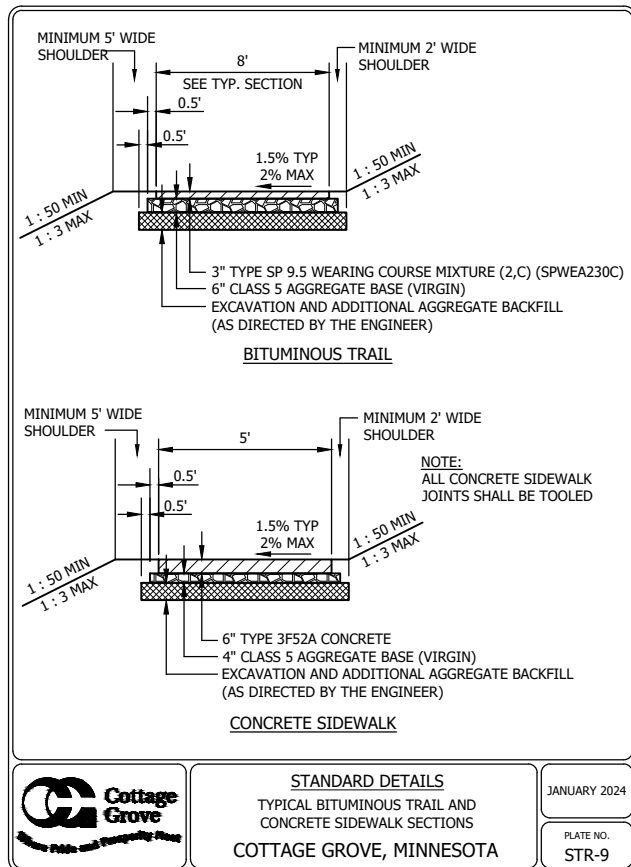
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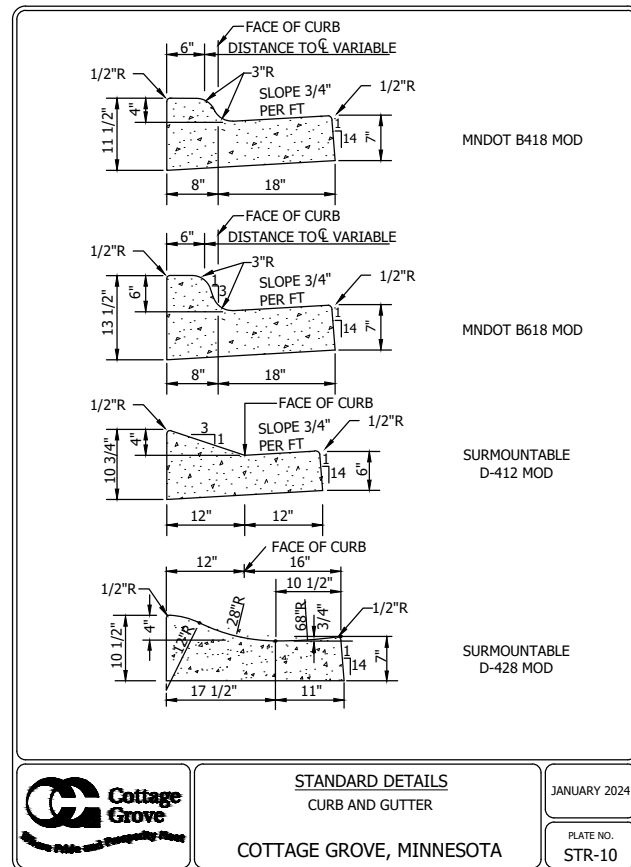
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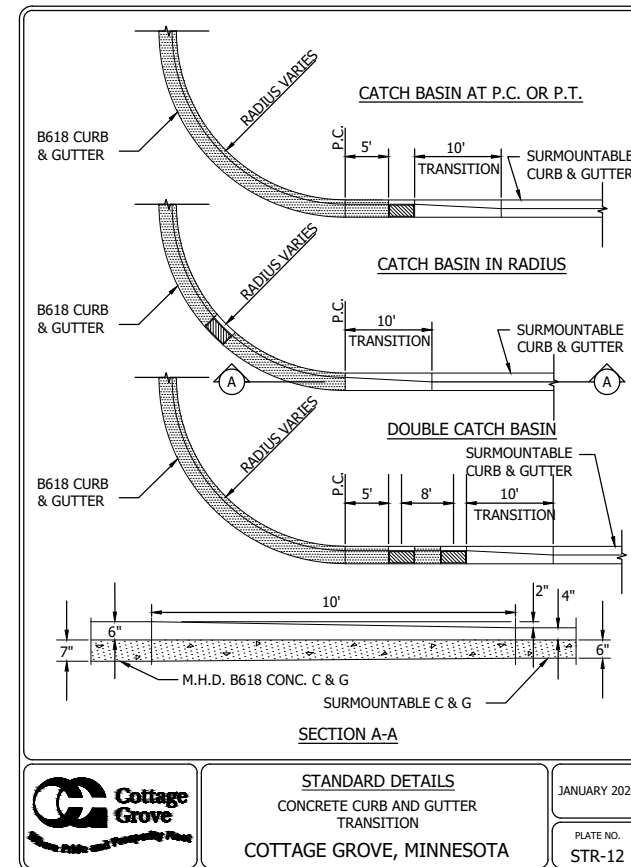
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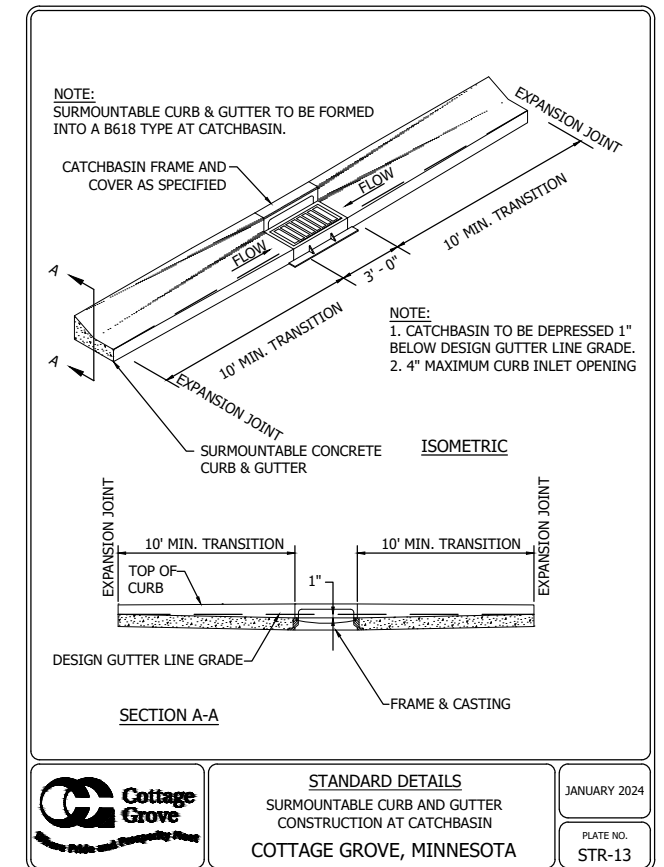
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48_STR10.DWG



48_STR12.DWG



48_STR13.DWG

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LIC. NO. 59327 DATE 02/28/2024



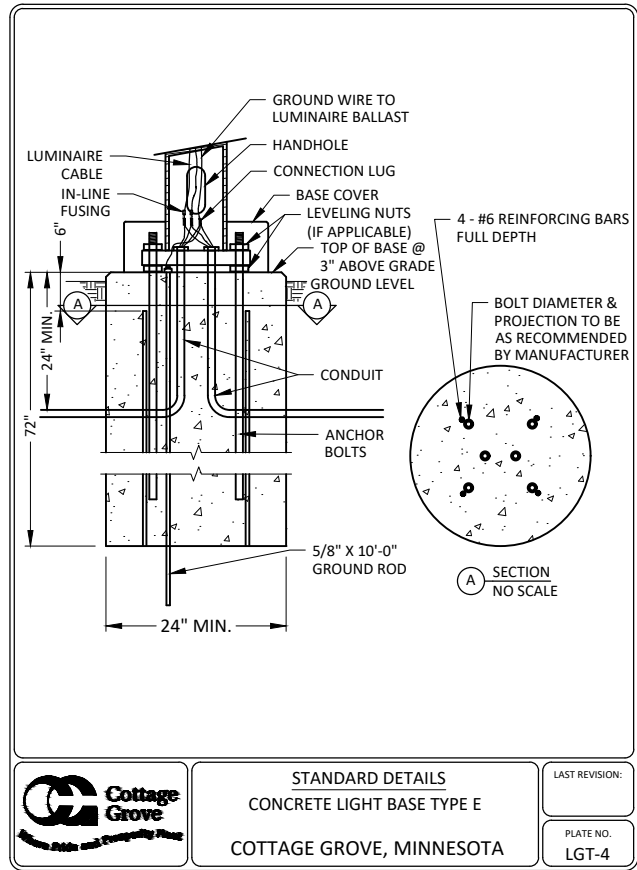
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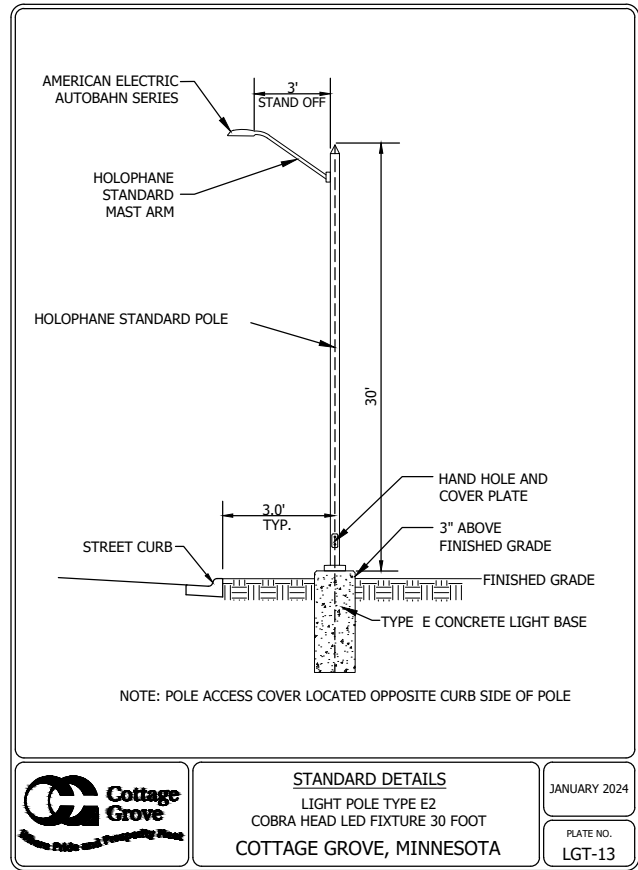
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2024 JAMAICA AVENUE MILL AND OVERLAY
STANDARD DETAILS

SHEET
C1.08



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48_LGT13.DWG

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Andrew N. Olson
ANDREW N OLSON
LIC. NO. 59327 DATE 02/28/2024



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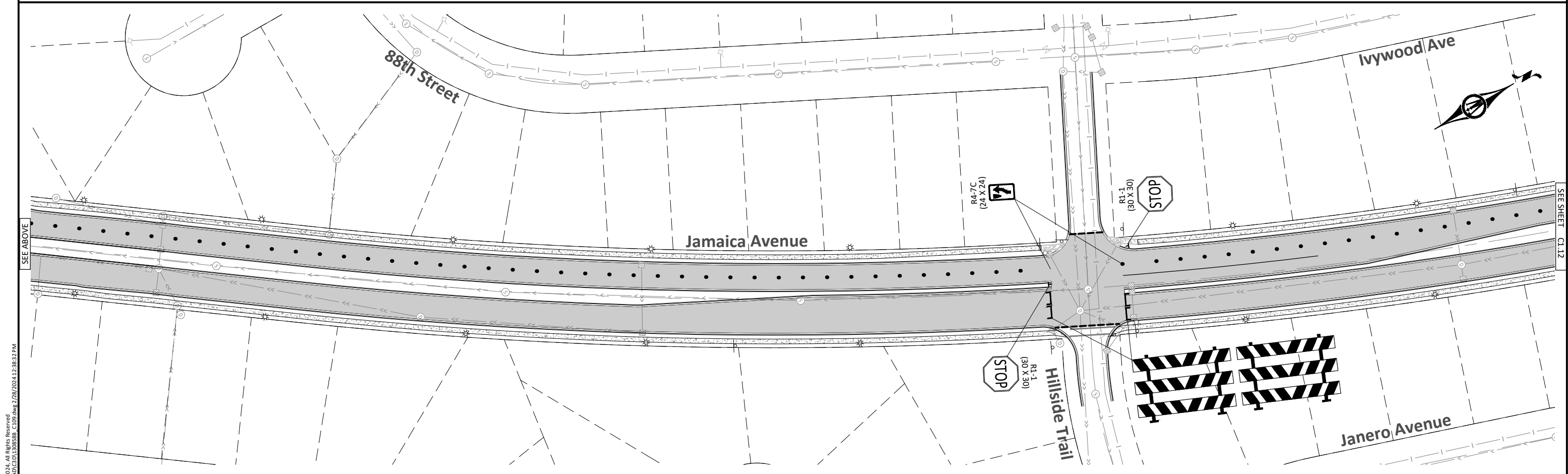
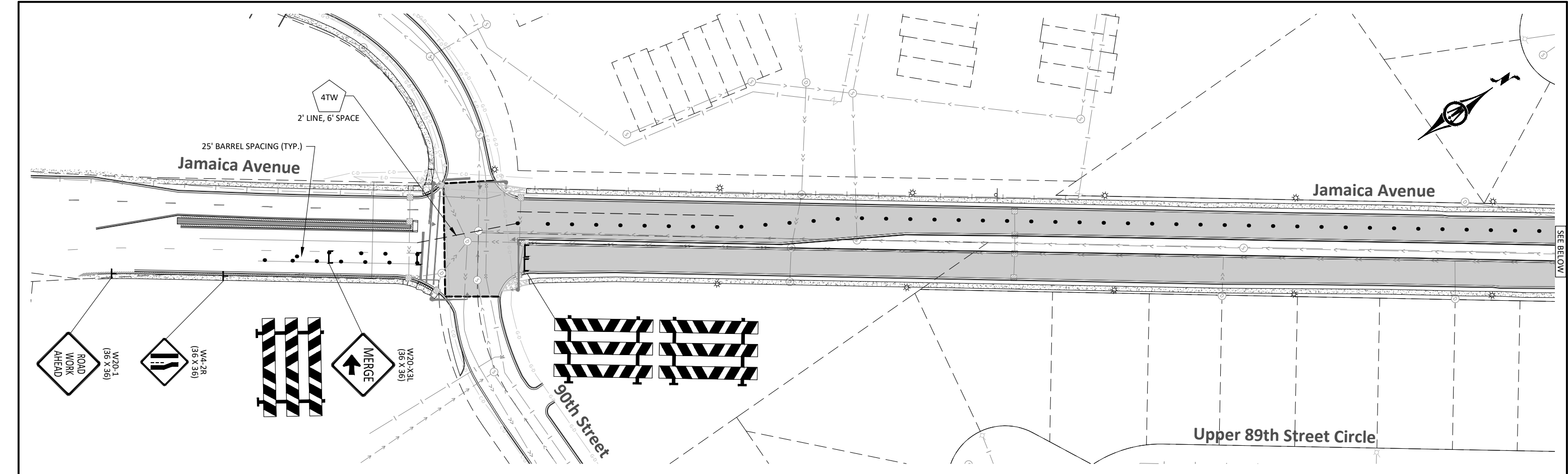
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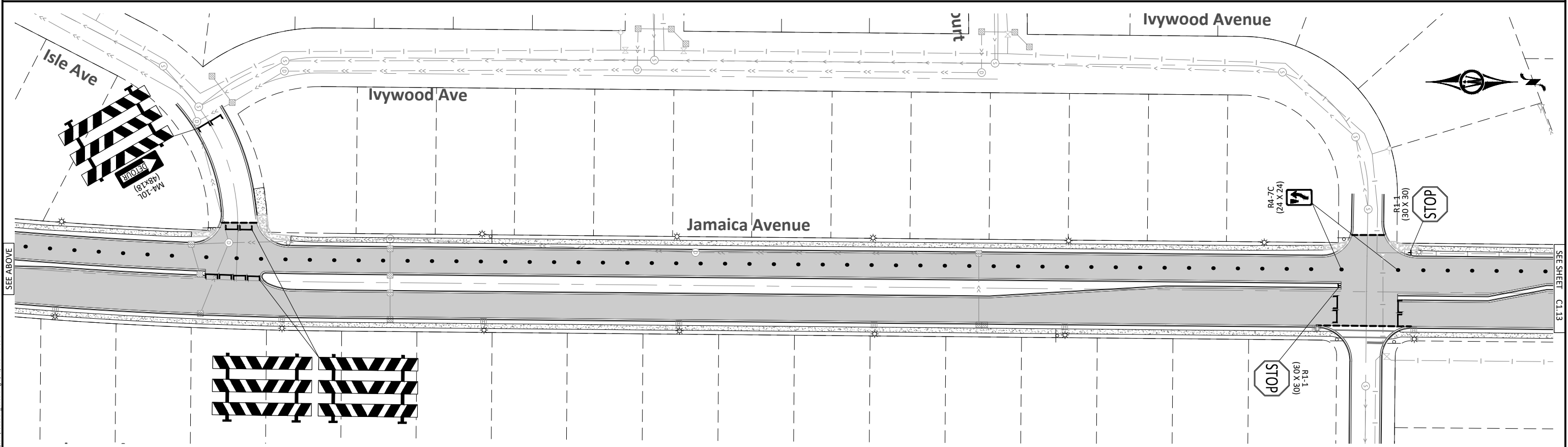
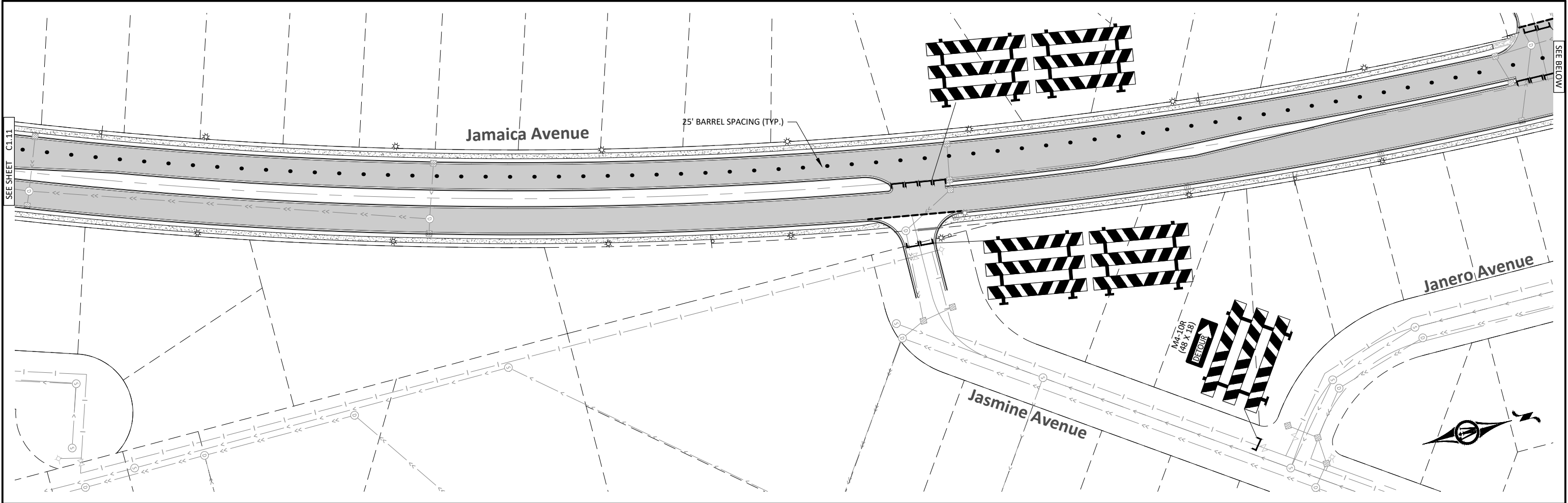
2024 JAMAICA AVENUE MILL AND OVERLAY

STANDARD DETAILS

SHEET

C1.10





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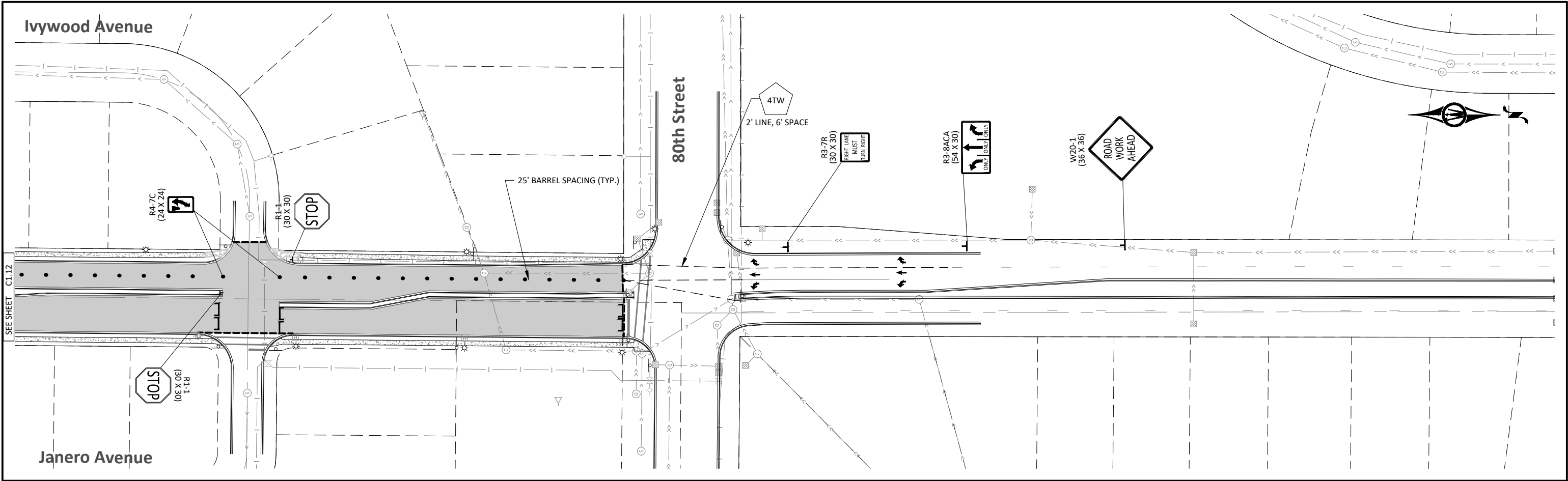


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CITY OF COTTAGE GROVE, MINNESOTA	SHEET
2024 JAMAICA AVENUE MILL AND OVERLAY	C1.12
TRAFFIC CONTROL PLAN - PHASE 1	



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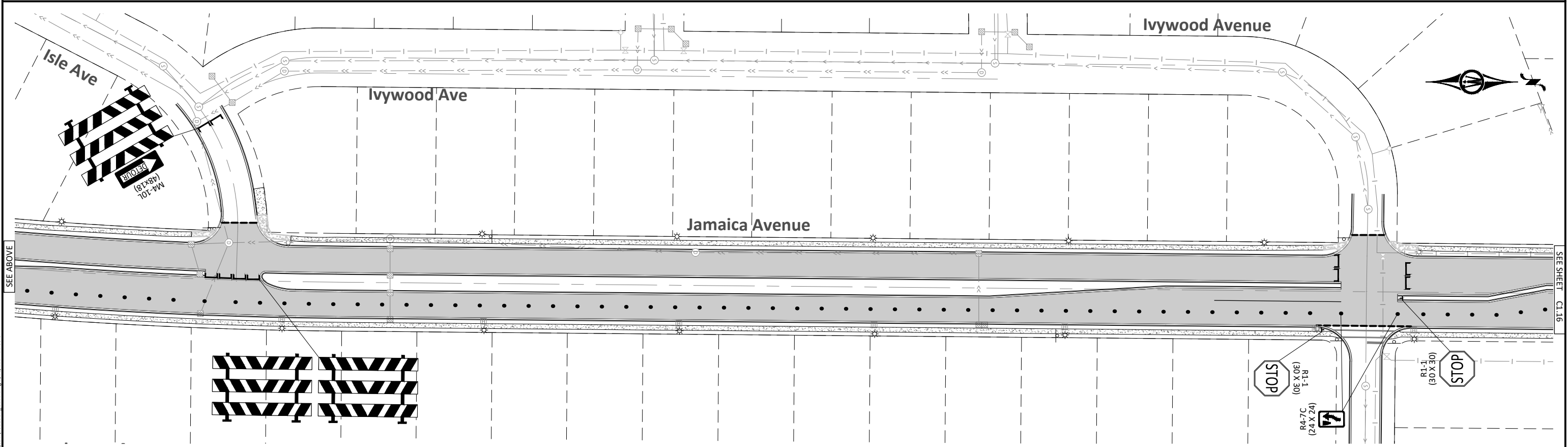
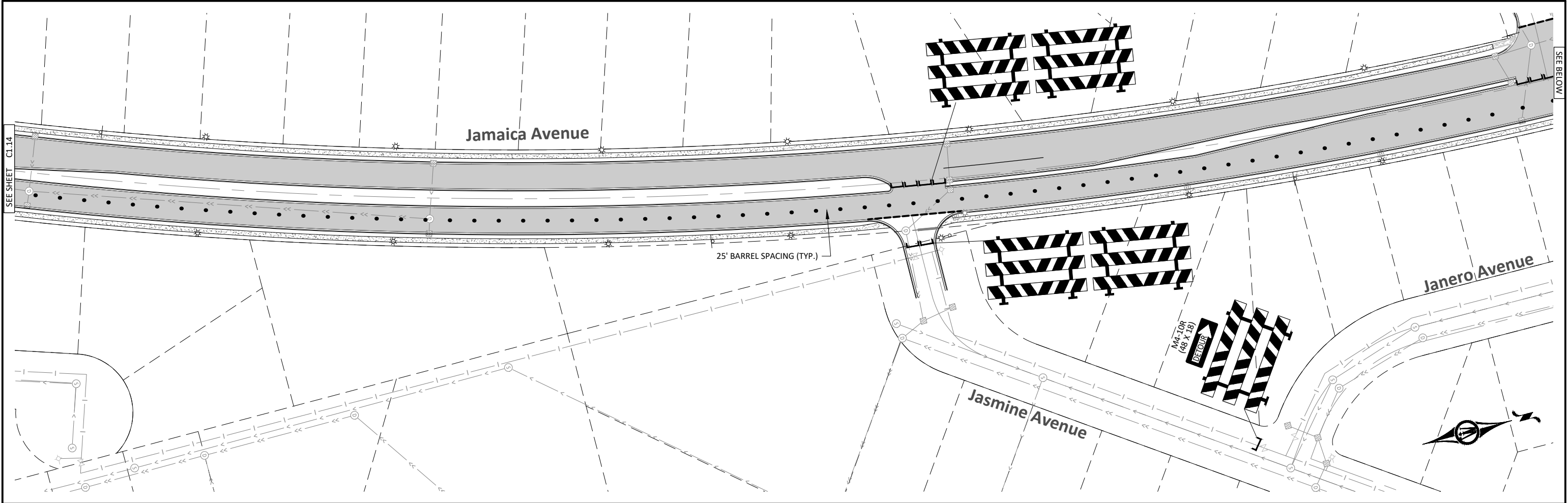
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
TRAFFIC CONTROL PLAN - PHASE 1

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C1.13



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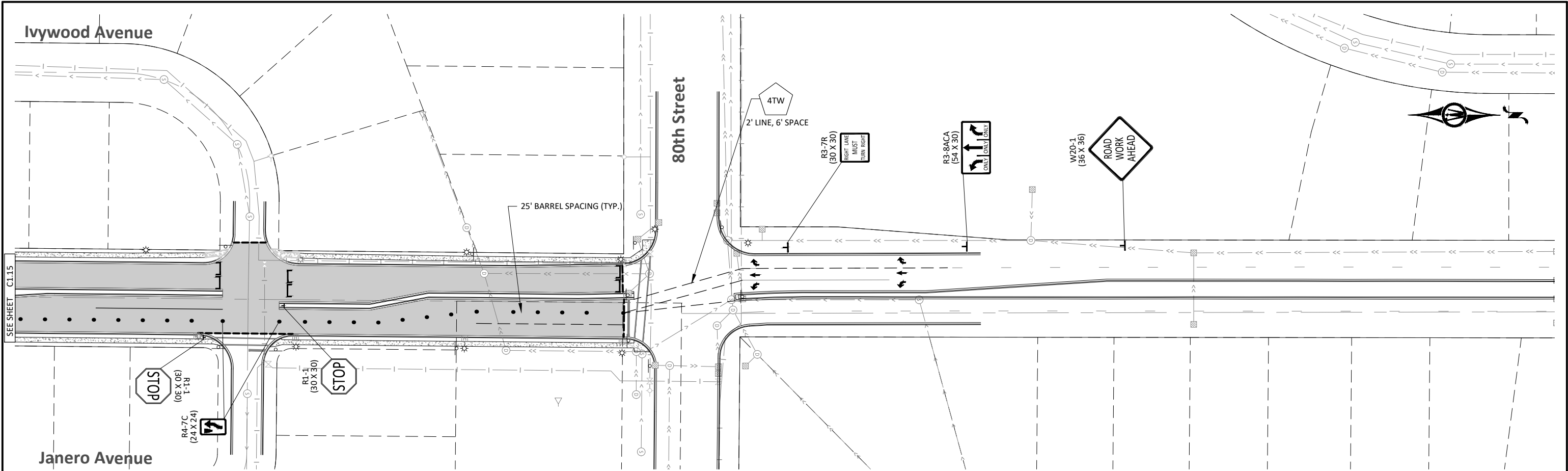
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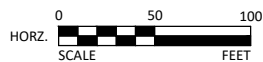
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
TRAFFIC CONTROL PLAN - PHASE 2

SHEET
C1.15



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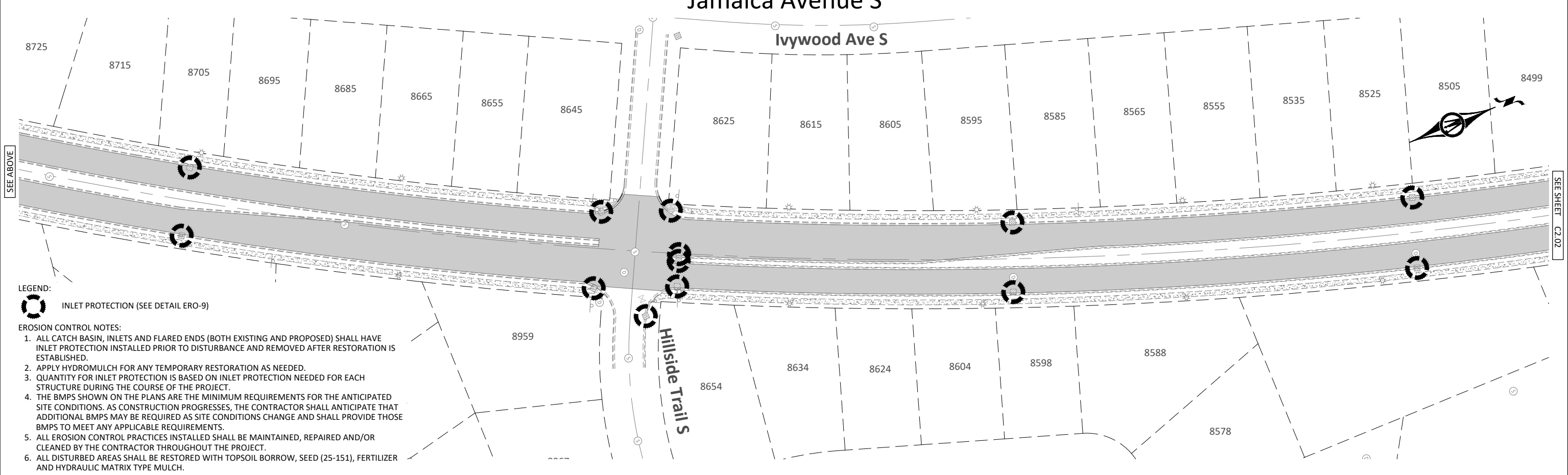
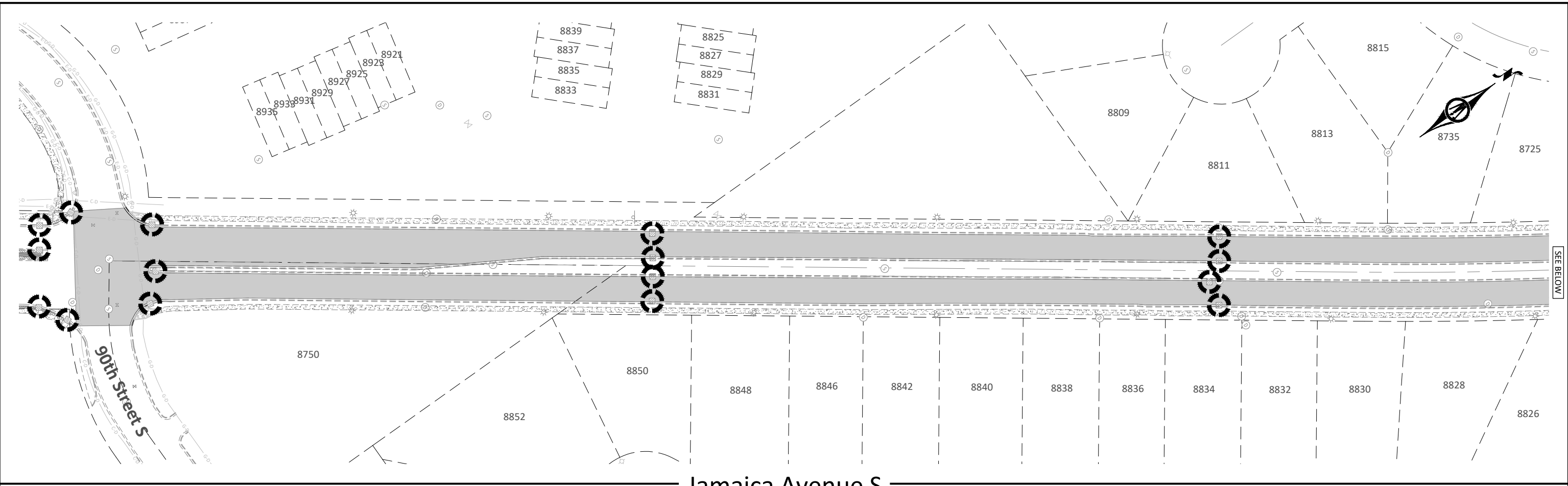
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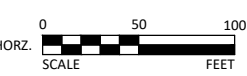
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2024 JAMAICA AVENUE MILL AND OVERLAY
TRAFFIC CONTROL PLAN - PHASE 2

SHEET
C1.16

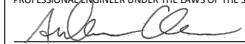


LEGEND:
 INLET PROTECTION (SEE DETAIL ERO-9)

- EROSION CONTROL NOTES:
1. ALL CATCH BASIN, INLETS AND FLARED ENDS (BOTH EXISTING AND PROPOSED) SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO DISTURBANCE AND REMOVED AFTER RESTORATION IS ESTABLISHED.
 2. APPLY HYDROMULCH FOR ANY TEMPORARY RESTORATION AS NEEDED.
 3. QUANTITY FOR INLET PROTECTION IS BASED ON INLET PROTECTION NEEDED FOR EACH STRUCTURE DURING THE COURSE OF THE PROJECT.
 4. THE BMPs SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES, THE CONTRACTOR SHALL ANTICIPATE THAT ADDITIONAL BMPs MAY BE REQUIRED AS SITE CONDITIONS CHANGE AND SHALL PROVIDE THOSE BMPs TO MEET ANY APPLICABLE REQUIREMENTS.
 5. ALL EROSION CONTROL PRACTICES INSTALLED SHALL BE MAINTAINED, REPAIRED AND/OR CLEANED BY THE CONTRACTOR THROUGHOUT THE PROJECT.
 6. ALL DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL BORROW, SEED (25-151), FERTILIZER AND HYDRAULIC MATRIX TYPE MULCH.



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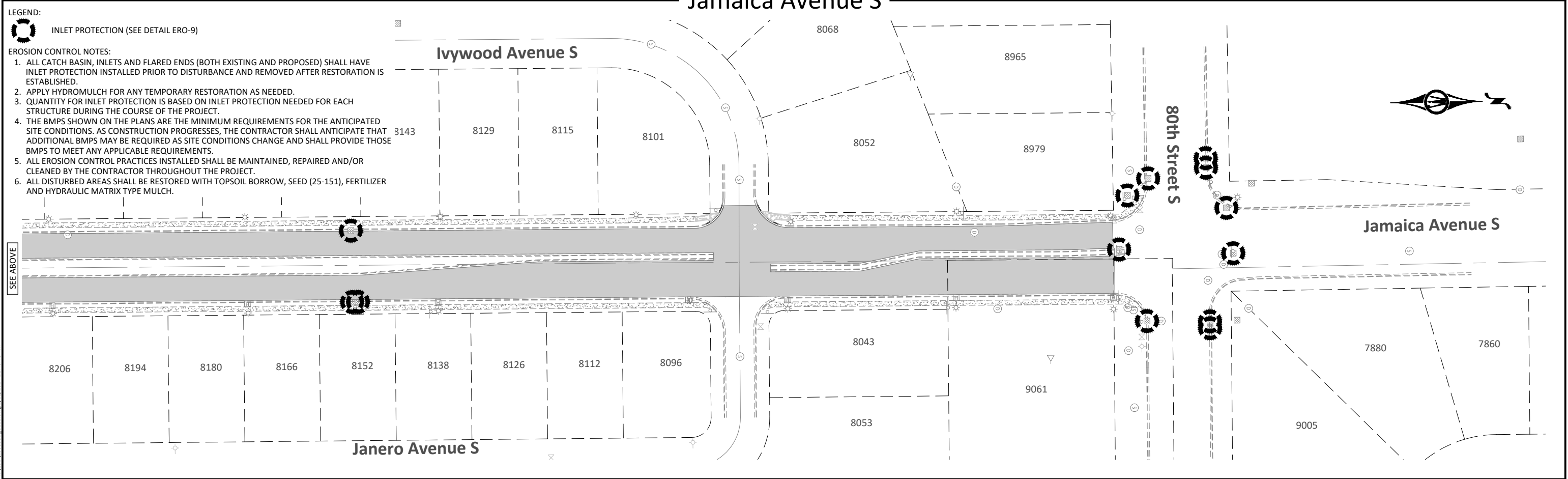
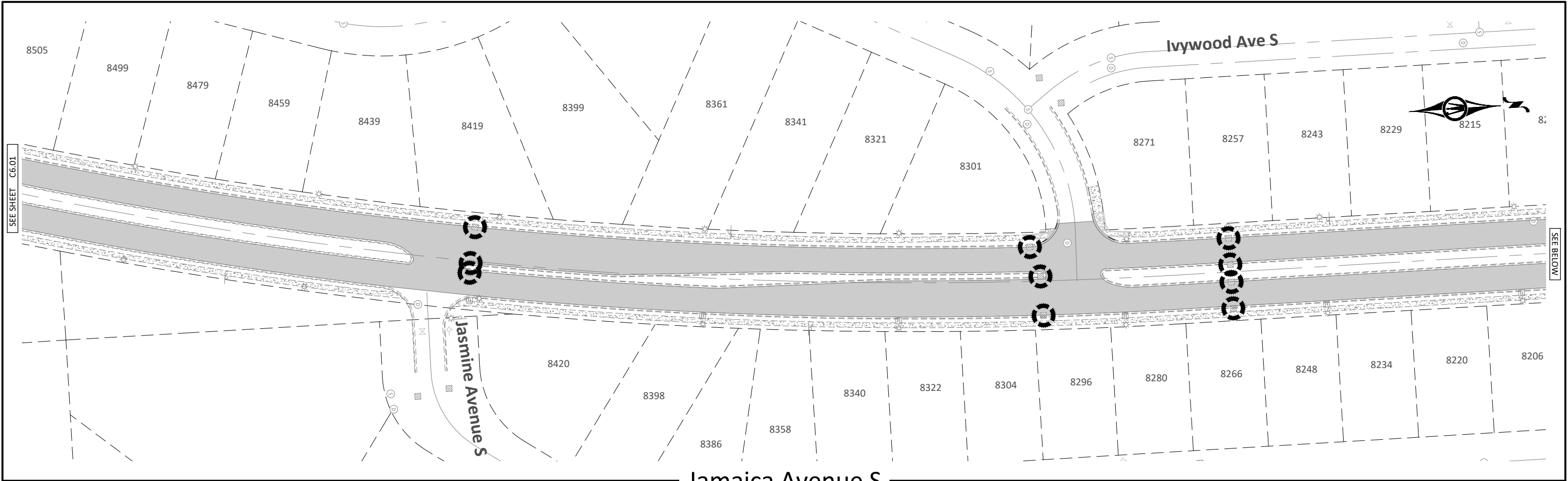
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
EROSION CONTROL PLAN

SHEET
C2.01



LEGEND:

INLET PROTECTION (SEE DETAIL ERO-9)

EROSION CONTROL NOTES:

1. ALL CATCH BASIN, INLETS AND FLARED ENDS (BOTH EXISTING AND PROPOSED) SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO DISTURBANCE AND REMOVED AFTER RESTORATION IS ESTABLISHED.
2. APPLY HYDROMULCH FOR ANY TEMPORARY RESTORATION AS NEEDED.
3. QUANTITY FOR INLET PROTECTION IS BASED ON INLET PROTECTION NEEDED FOR EACH STRUCTURE DURING THE COURSE OF THE PROJECT.
4. THE BMPs SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES, THE CONTRACTOR SHALL ANTICIPATE THAT ADDITIONAL BMPs MAY BE REQUIRED AS SITE CONDITIONS CHANGE AND SHALL PROVIDE THOSE BMPs TO MEET ANY APPLICABLE REQUIREMENTS.
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6. ALL DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL BORROW, SEED (25-151), FERTILIZER AND HYDRAULIC MATRIX TYPE MULCH.

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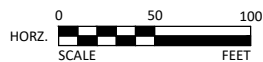
2024 JAMAICA AVENUE MILL AND OVERLAY

EROSION CONTROL PLAN

SHEET

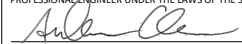
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- NOTES:
1. REMOVE AND REPLACE ALL EXISTING CATCH BASIN CASTINGS WITH NEW R-3067-VB CASTING. ALL CATCH BASIN RINGS TO BE REPLACED WITH HDPE RINGS AS A PART OF ADJUST CATCH BASIN.

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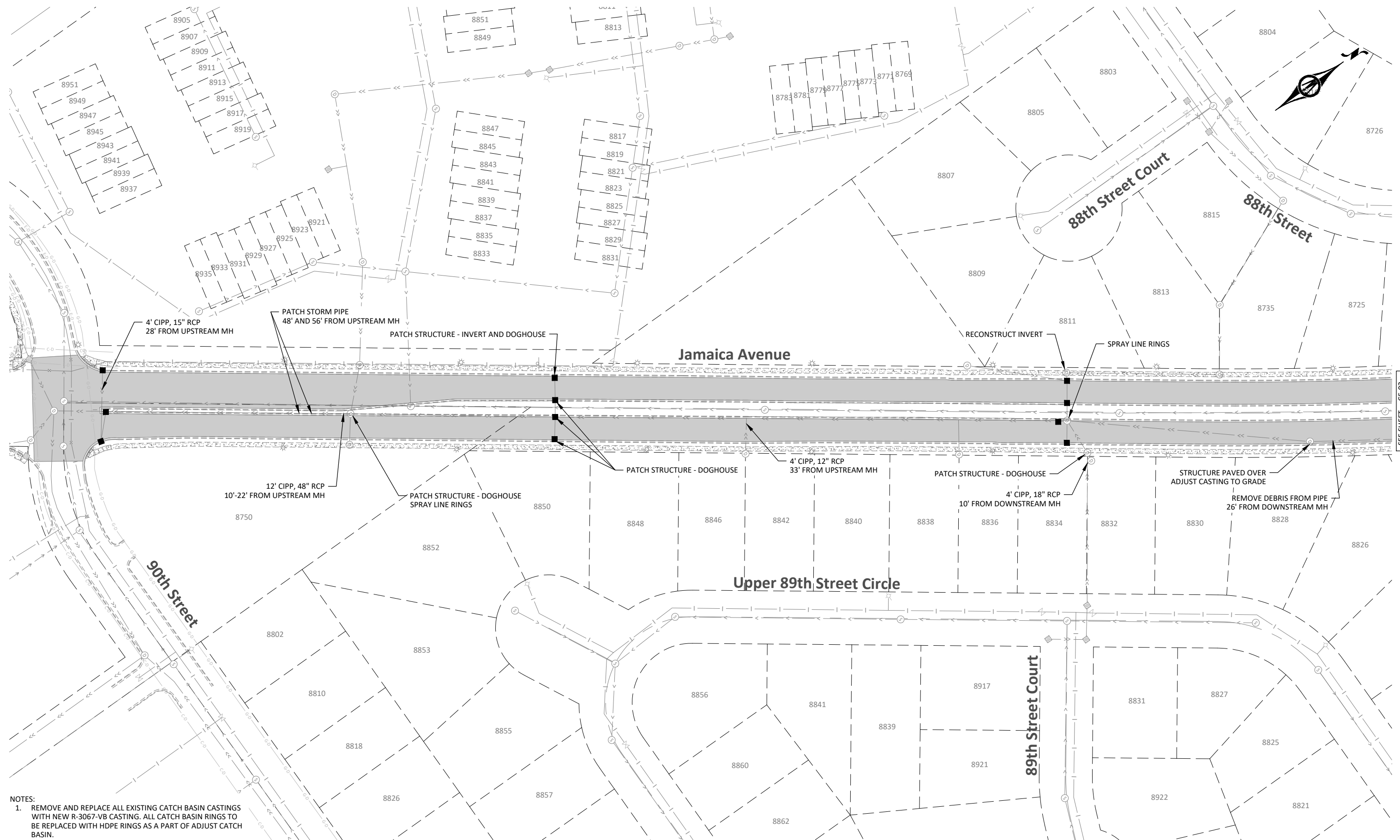
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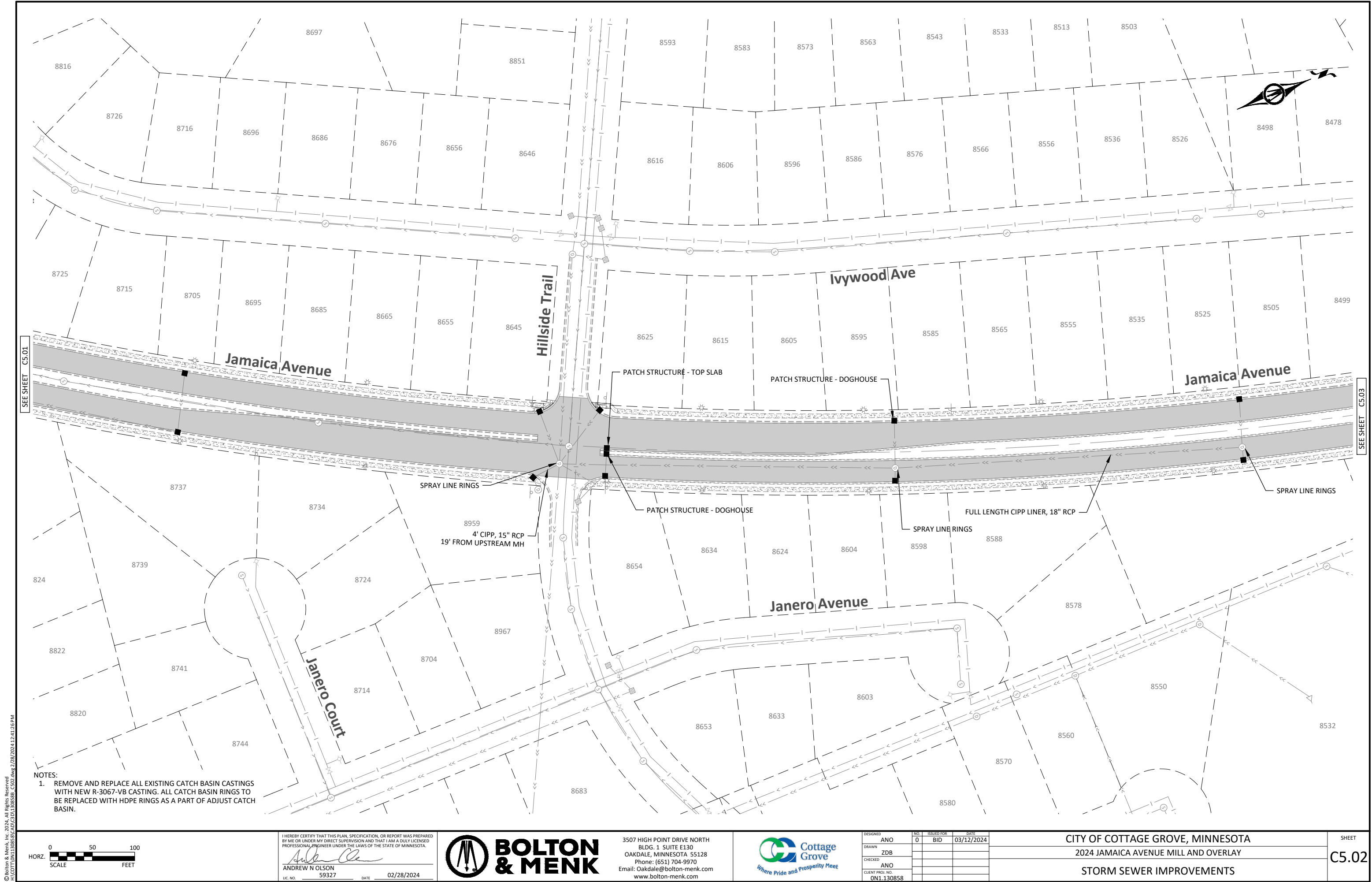
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
STORM SEWER IMPROVEMENTS

SHEET
C5.01



SEE SHEET C5.02



NOTES:
1. REMOVE AND REPLACE ALL EXISTING CATCH BASIN CASTINGS WITH NEW R-3067-VB CASTING. ALL CATCH BASIN RINGS TO BE REPLACED WITH HDPE RINGS AS A PART OF ADJUST CATCH BASIN.



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Andrew N Olson
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LIC. NO. 59327 DATE 02/28/2024



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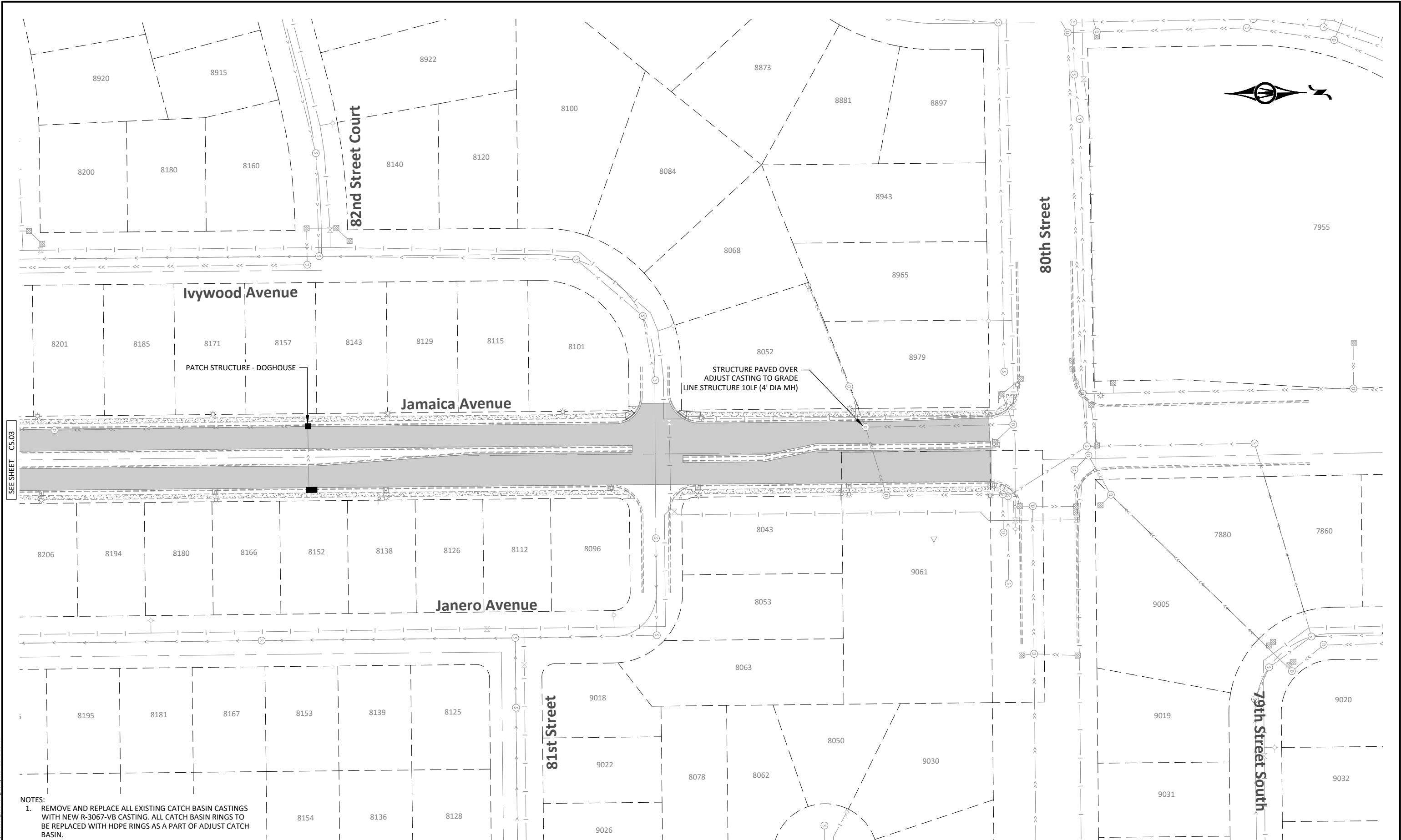


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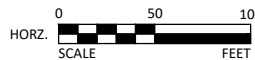
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STORM SEWER IMPROVEMENTS

SHEET
C5.02

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- NOTES:
1. REMOVE AND REPLACE ALL EXISTING CATCH BASIN CASTINGS WITH NEW R-3067-VB CASTING. ALL CATCH BASIN RINGS TO BE REPLACED WITH HDPE RINGS AS A PART OF ADJUST CATCH BASIN.



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ANDREW N OLSON
LIC. NO. 59327 DATE 02/28/2024



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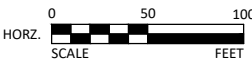
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STORM SEWER IMPROVEMENTS

SHEET
C5.04

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NOTES:

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ANDREW N OLSON
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2024 JAMAICA AVENUE MILL AND OVERLAY

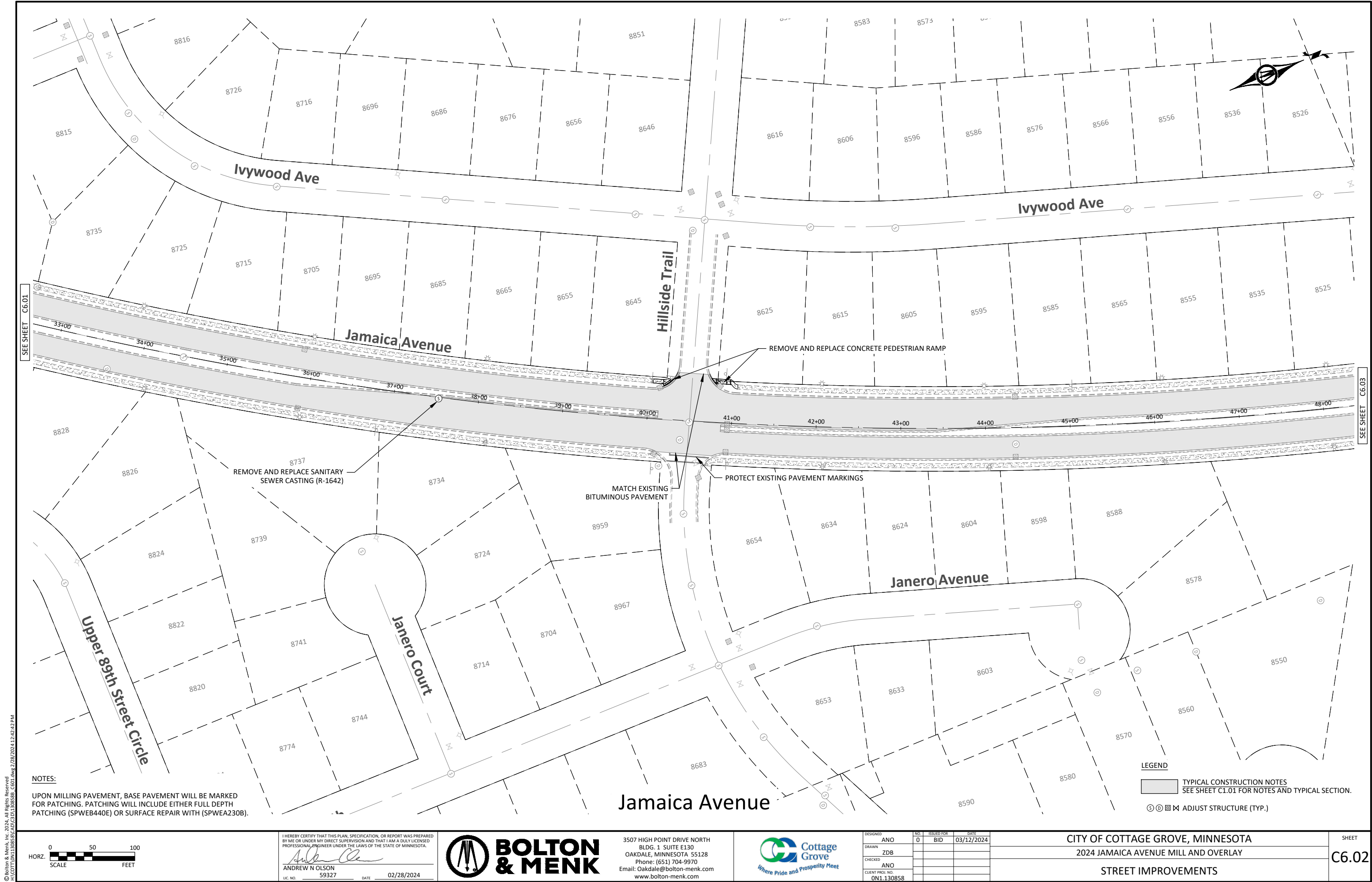
STREET IMPROVEMENTS

SHEET

C6.01



SEE SHEET C6.02



NOTES:

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LEGEND

TYPICAL CONSTRUCTION NOTES
SEE SHEET C1.01 FOR NOTES AND TYPICAL SECTION.
③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿



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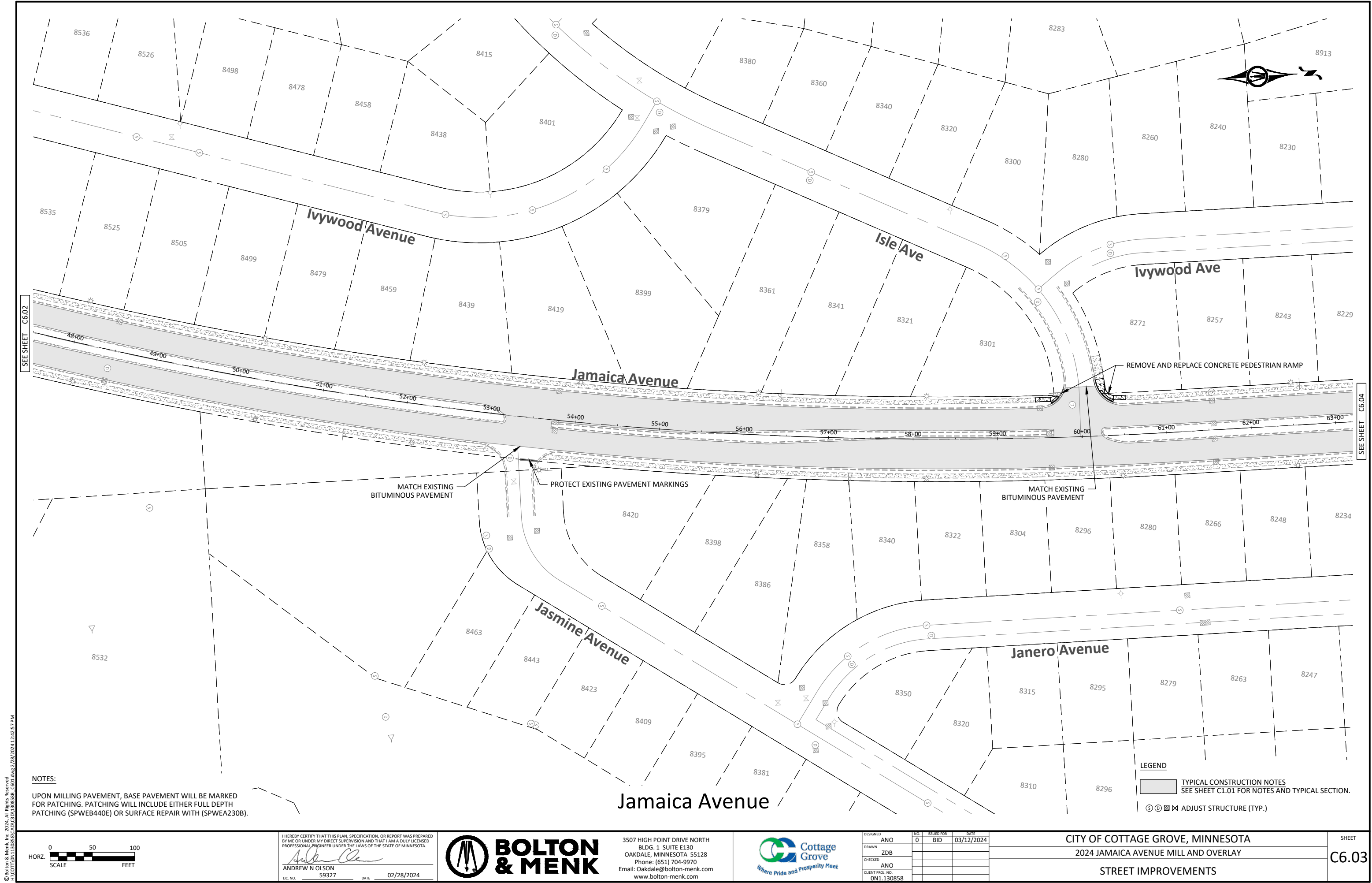


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2024 JAMAICA AVENUE MILL AND OVERLAY
STREET IMPROVEMENTS

SHEET

C6.02



NOTES:

UPON MILLING PAVEMENT, BASE PAVEMENT WILL BE MARKED FOR PATCHING. PATCHING WILL INCLUDE EITHER FULL DEPTH PATCHING (SPWEB440E) OR SURFACE REPAIR WITH (SPWEA230B).



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Andrew N Olson
ANDREW N OLSON
LIC. NO. 59327 DATE 02/28/2024



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Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
STREET IMPROVEMENTS

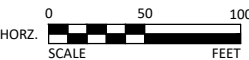
SHEET

C6.03

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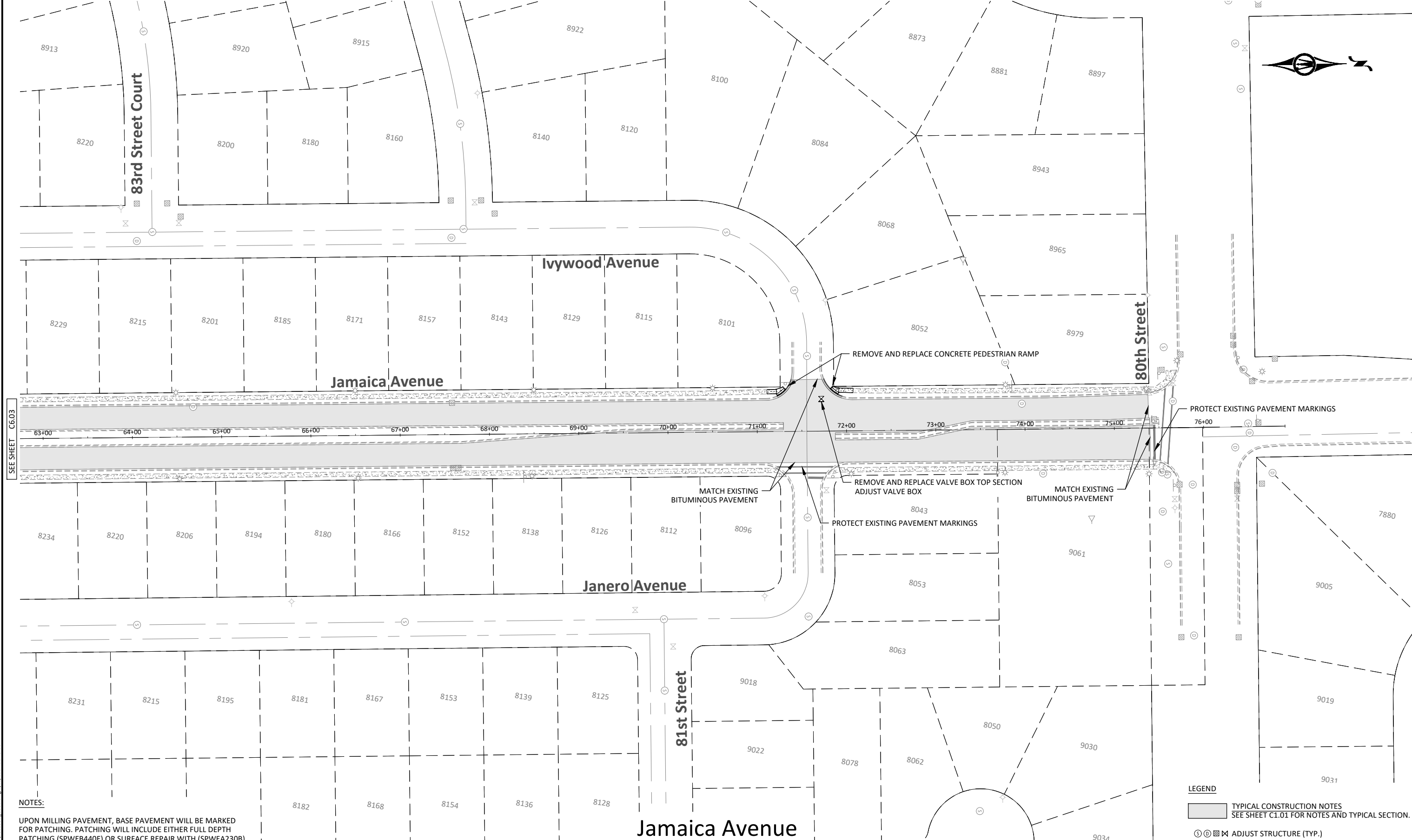


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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
STREET IMPROVEMENTS

SHEET

C6.04

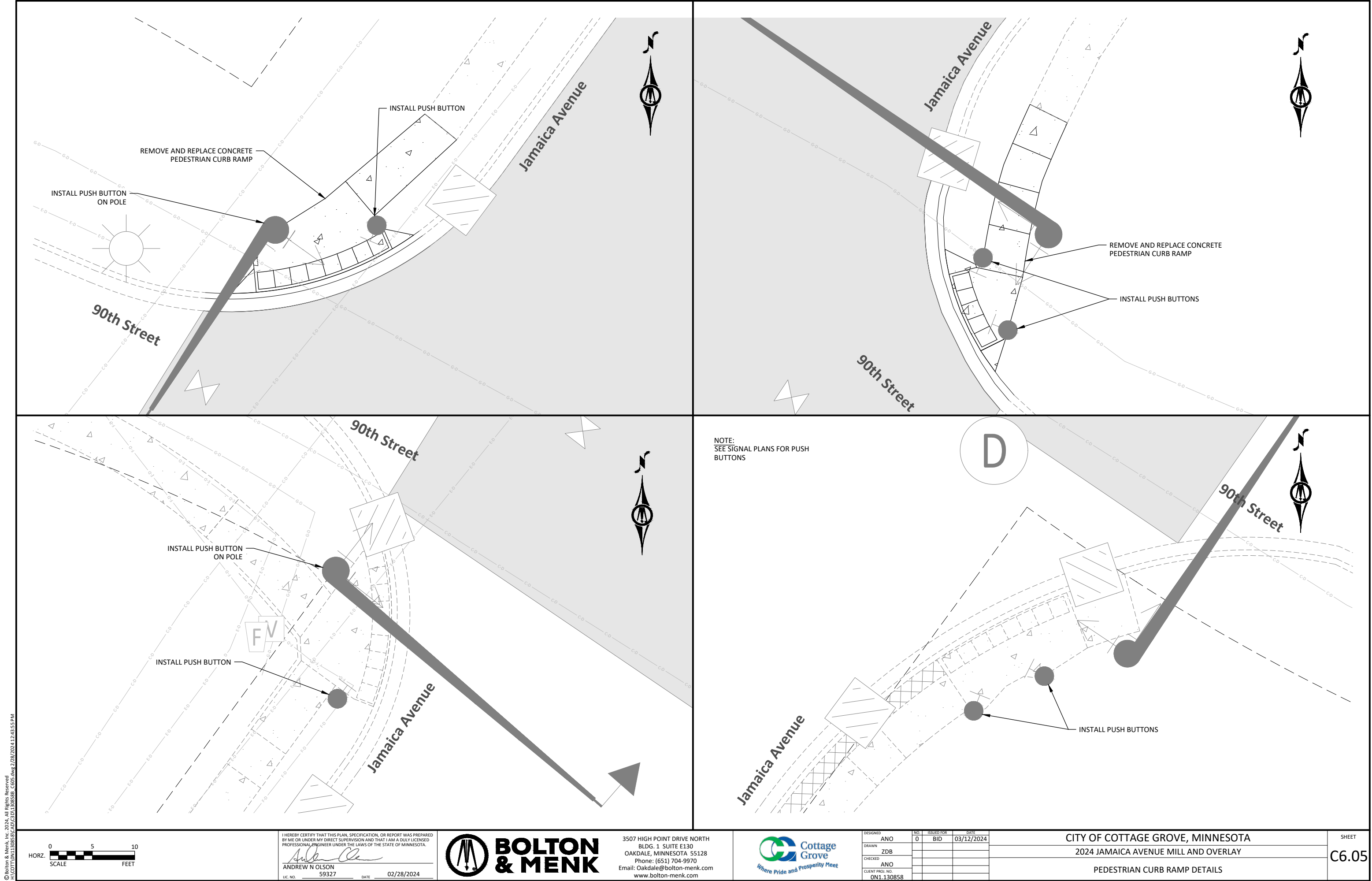


LEGEND

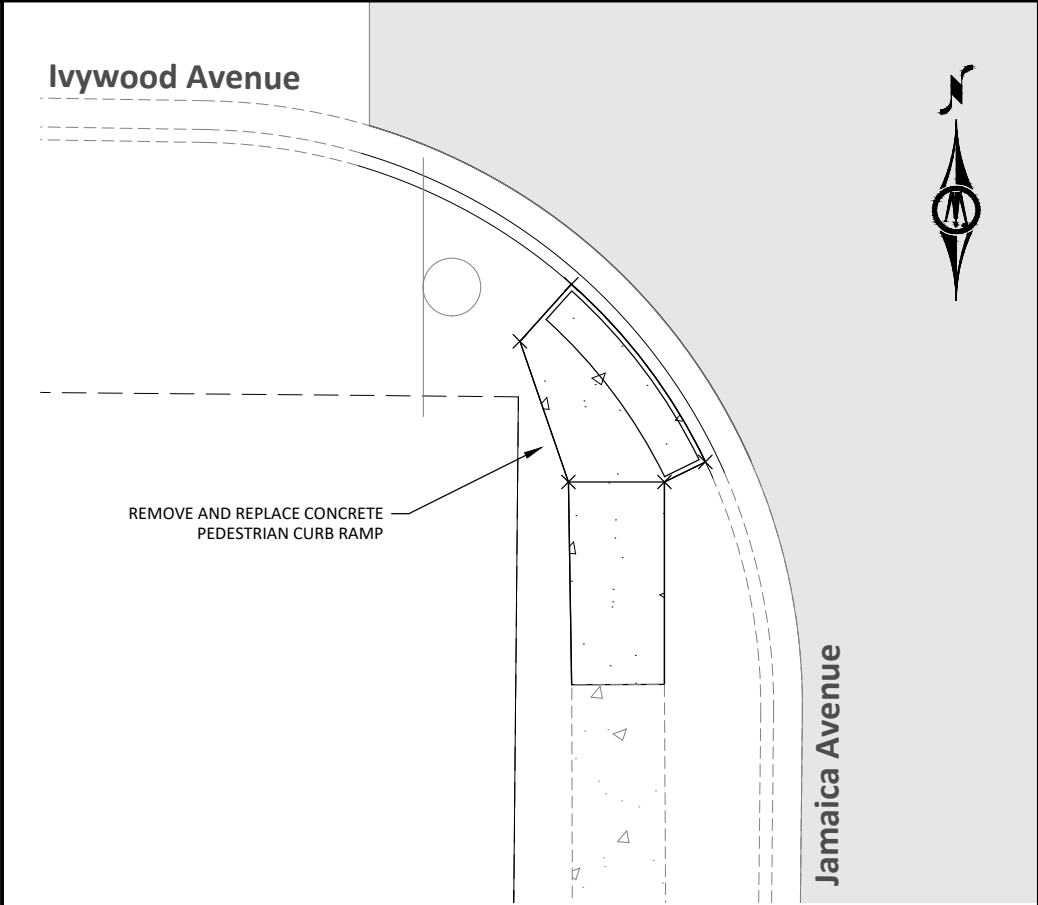
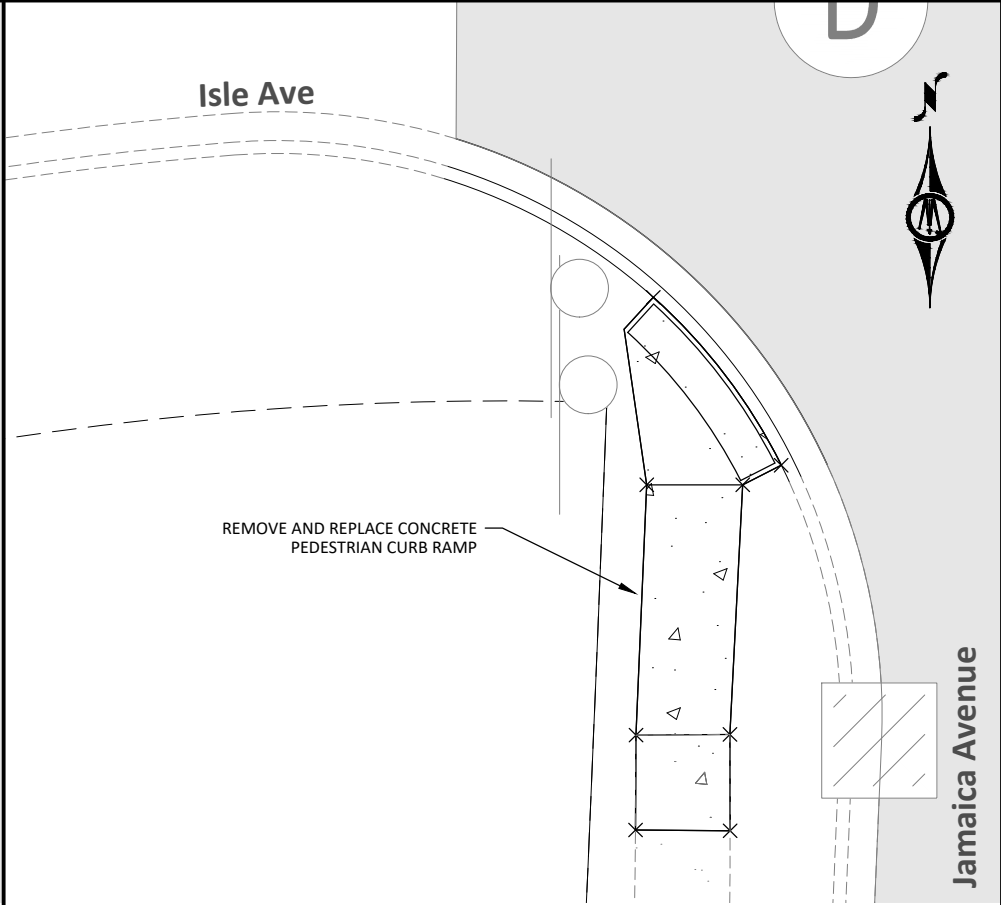
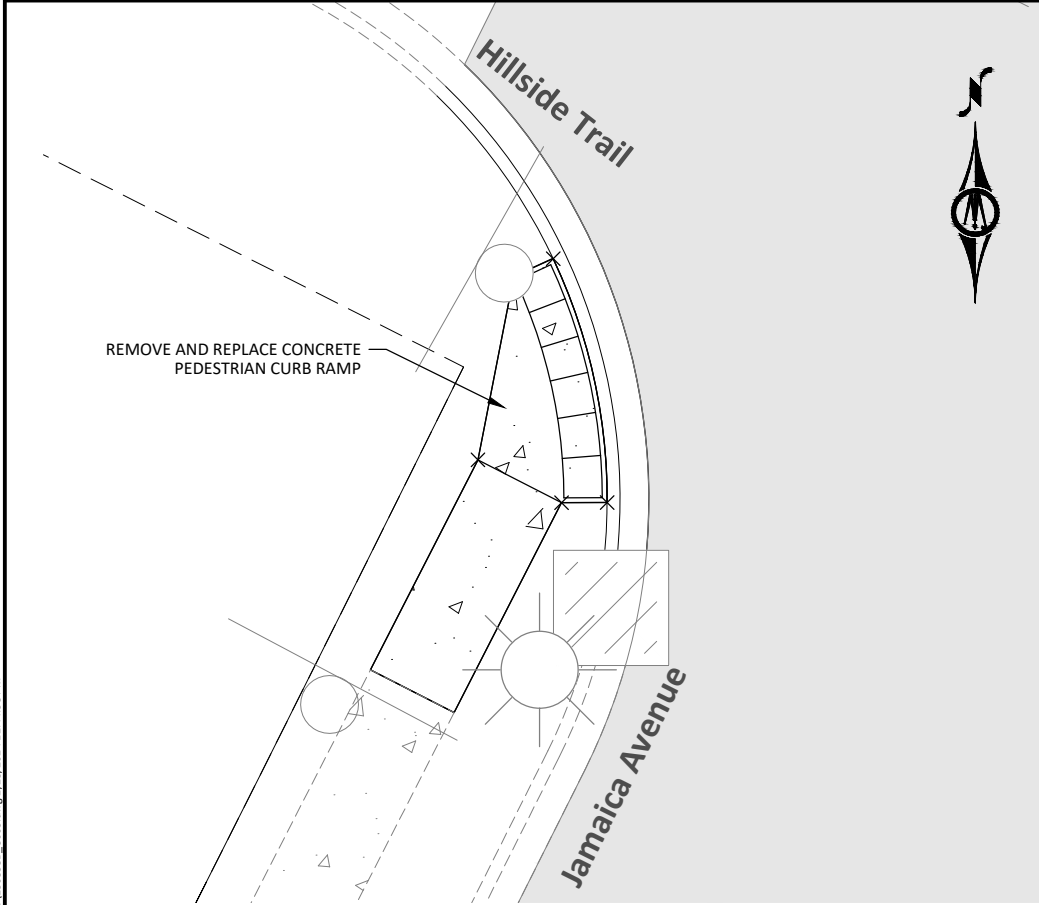
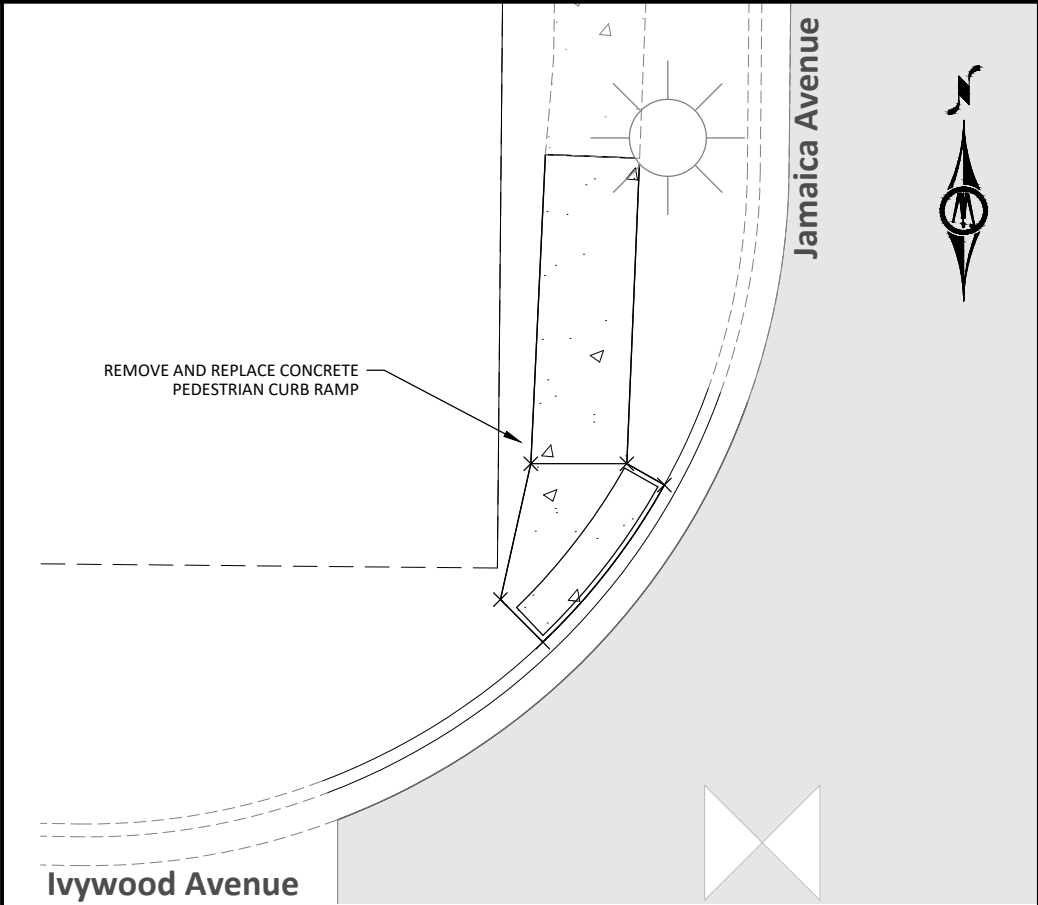
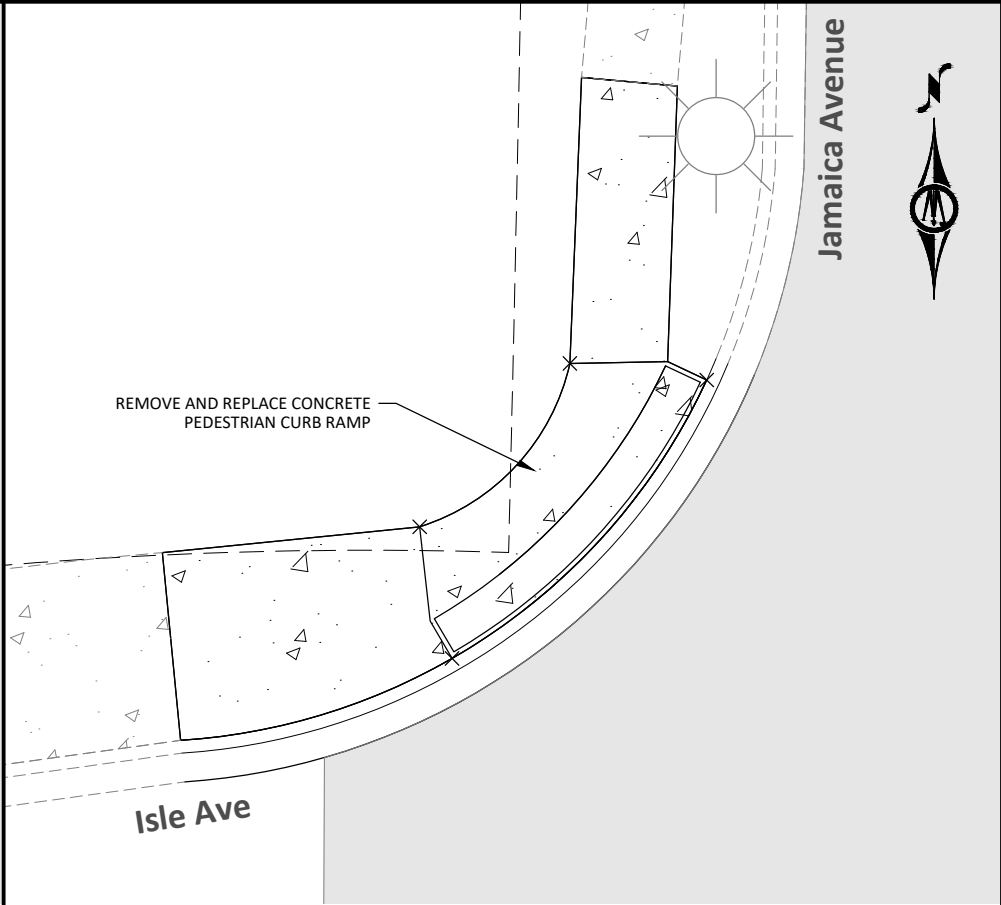
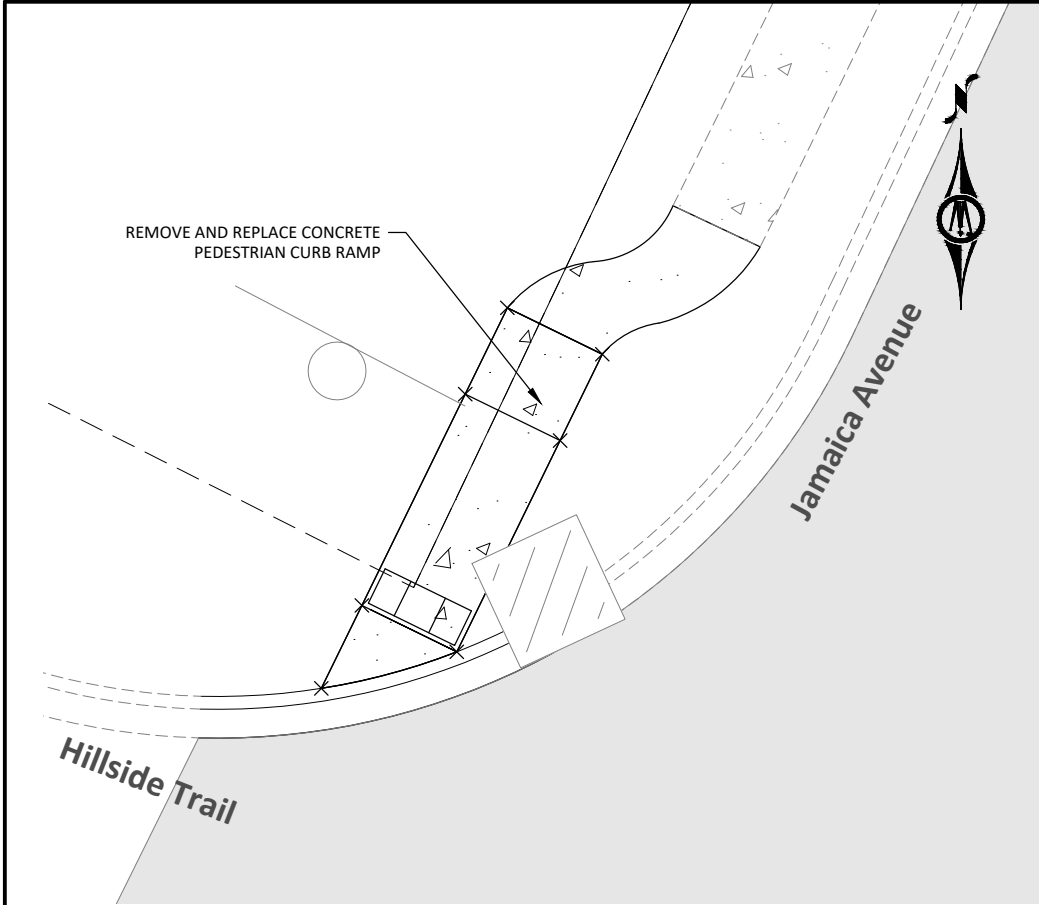
TYPICAL CONSTRUCTION NOTES
SEE SHEET C1.01 FOR NOTES AND TYPICAL SECTION.

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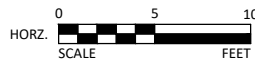
ADJUST STRUCTURE (TYP.)



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ANDREW N OLSON
LIC. NO. 59327 DATE 02/28/2024



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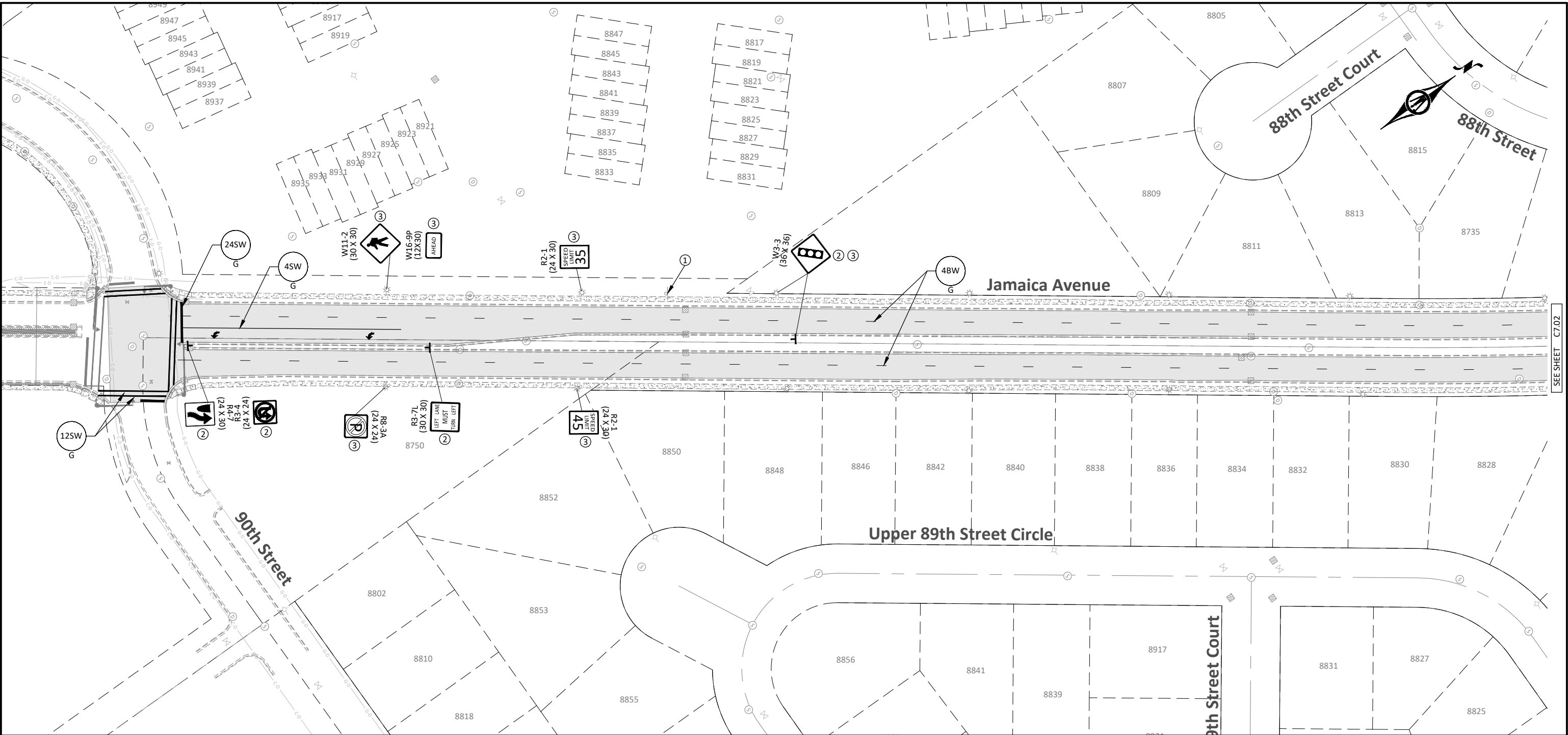
CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY

PEDESTRIAN CURB RAMP DETAILS

SHEET

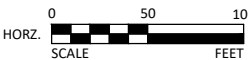
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LEGEND	
①	PROTECT SIGN
②	REMOVE AND REPLACE SIGN AND POST
③	REMOVE AND REPLACE SIGN ON LIGHT POLE

SYMBOLS & MATERIALS LEGEND			
STRIPING KEY			
	CIRCLE - MULTI COMP		
	PAVEMENT MESSAGE (TYP) GROUND IN		
			
1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S - SOLID B - BROKEN D - DOTTED/DOUBLE	3RD DIGIT COLOR W - WHITE Y - YELLOW B - BLACK	
EXAMPLE:  = 4" SOLID LINE WHITE - MULTI COMP GROUND IN			



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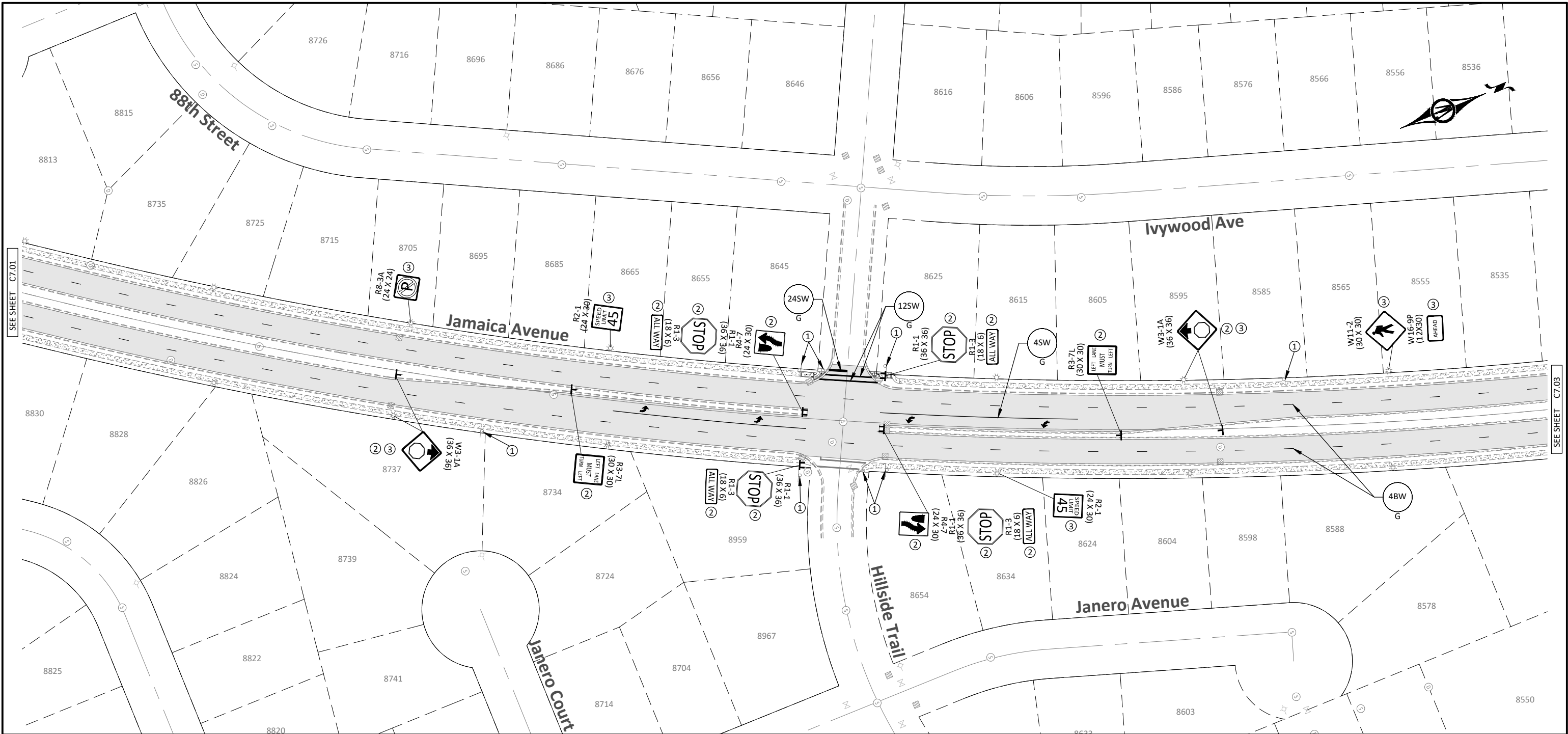
CITY OF COTTAGE GROVE, MINNESOTA

2024 JAMAICA AVENUE MILL AND OVERLAY

SIGNING AND PAVEMENT MARKING PLAN

SHEET

C7.01



LEGEND

- ① PROTECT SIGN
- ② REMOVE AND REPLACE SIGN AND POST
- ③ REMOVE AND REPLACE SIGN ON LIGHT POLE

0 50 100
HORIZ. SCALE FEET

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Cottage Grove
Where Pride and Prosperity Meet

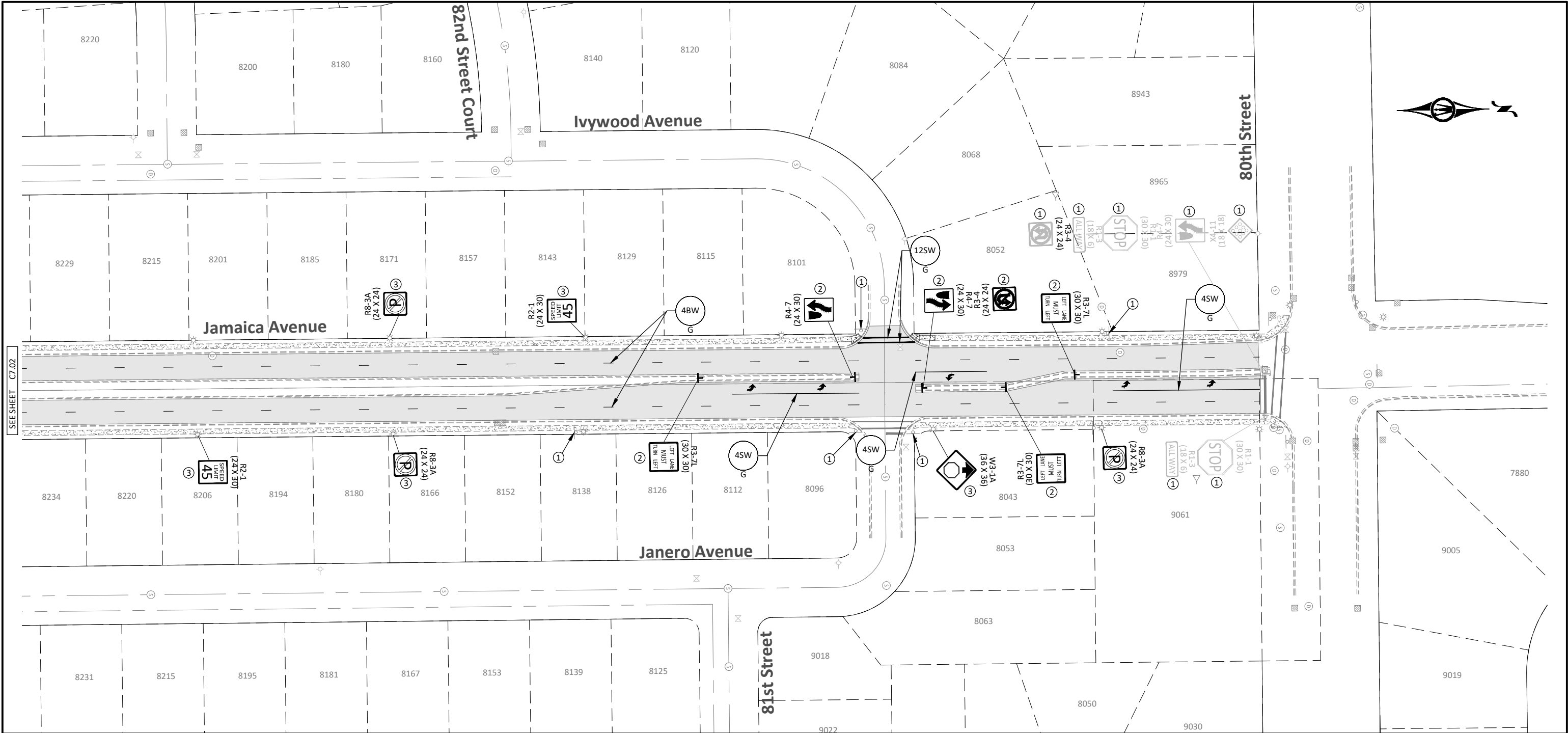
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
SIGNING AND PAVEMENT MARKING PLAN

SHEET
C7.02

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LEGEND

- ① PROTECT SIGN
- ② REMOVE AND REPLACE SIGN AND POST
- ③ REMOVE AND REPLACE SIGN ON LIGHT POLE

SYMBOLS & MATERIALS LEGEND

STRIPING KEY

- CIRCLE - MULTI COMP
- PAVEMENT MESSAGE (TYP) GROUND IN

1ST DIGIT WIDTH 4", 8", ETC.

2ND DIGIT PATTERN
S - SOLID
B - BROKEN
D - DOTTED/DOUBLE

3RD DIGIT COLOR
W - WHITE
Y - YELLOW
B - BLACK

EXAMPLE: 4SW G = 4" SOLID LINE WHITE - MULTI COMP GROUND IN

0 50 100
SCALE FEET

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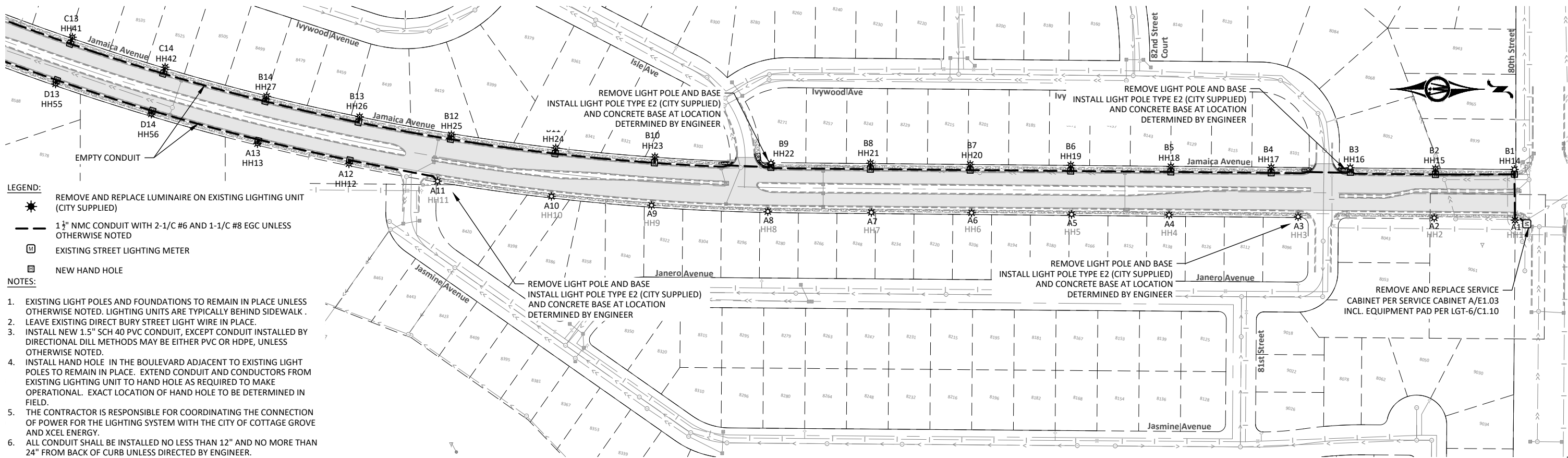
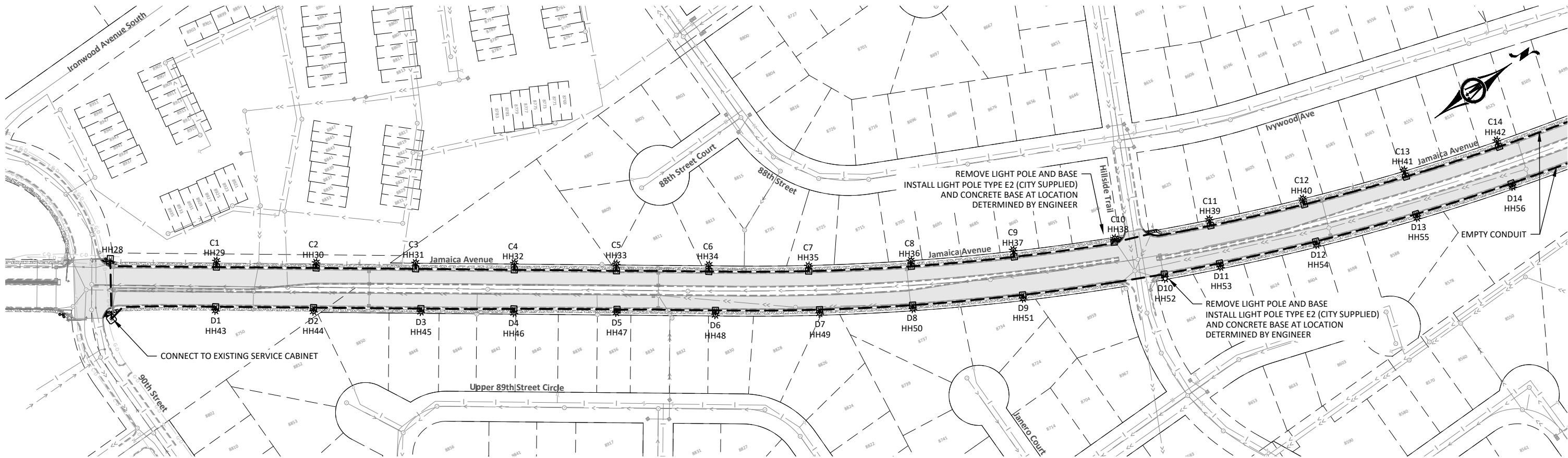
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Cottage Grove
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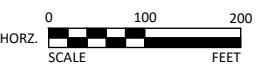
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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
SIGNING AND PAVEMENT MARKING PLAN

SHEET
C7.04



- LEGEND:**
- REMOVE AND REPLACE LUMINAIRE ON EXISTING LIGHTING UNIT (CITY SUPPLIED)
 - 1 1/2" NMC CONDUIT WITH 2-1/C #6 AND 1-1/C #8 EGC UNLESS OTHERWISE NOTED
 - EXISTING STREET LIGHTING METER
 - NEW HAND HOLE
- NOTES:**
- EXISTING LIGHT POLES AND FOUNDATIONS TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. LIGHTING UNITS ARE TYPICALLY BEHIND SIDEWALK. LEAVE EXISTING DIRECT BURY STREET LIGHT WIRE IN PLACE.
 - INSTALL NEW 1.5" SCH 40 PVC CONDUIT, EXCEPT CONDUIT INSTALLED BY DIRECTIONAL DRILL METHODS MAY BE EITHER PVC OR HDPE, UNLESS OTHERWISE NOTED.
 - INSTALL HAND HOLE IN THE BOULEVARD ADJACENT TO EXISTING LIGHT POLES TO REMAIN IN PLACE. EXTEND CONDUIT AND CONDUCTORS FROM EXISTING LIGHTING UNIT TO HAND HOLE AS REQUIRED TO MAKE OPERATIONAL. EXACT LOCATION OF HAND HOLE TO BE DETERMINED IN FIELD.
 - THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE CONNECTION OF POWER FOR THE LIGHTING SYSTEM WITH THE CITY OF COTTAGE GROVE AND XCEL ENERGY.
 - ALL CONDUIT SHALL BE INSTALLED NO LESS THAN 12" AND NO MORE THAN 24" FROM BACK OF CURB UNLESS DIRECTED BY ENGINEER.



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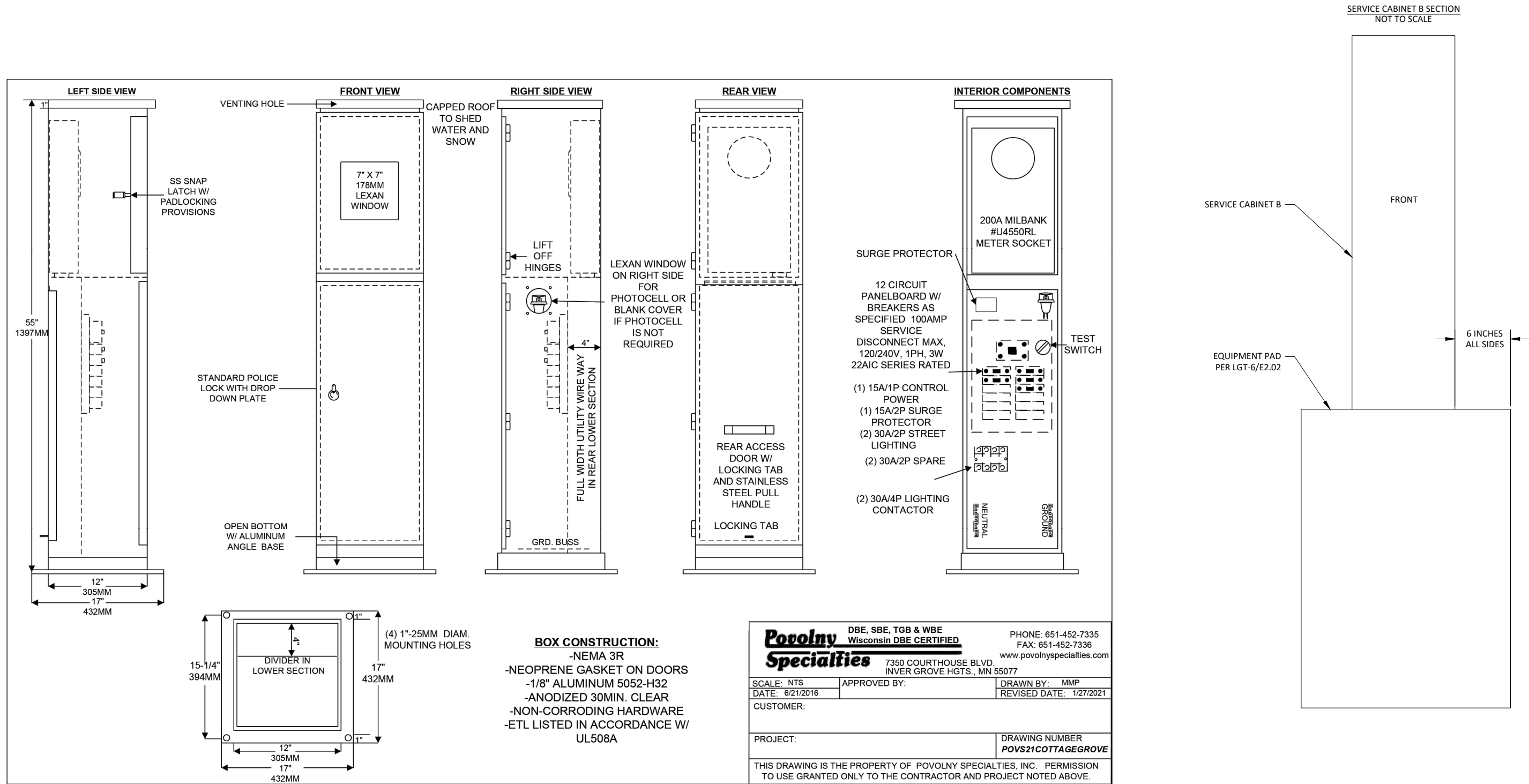


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CITY OF COTTAGE GROVE, MINNESOTA
2024 JAMAICA AVENUE MILL AND OVERLAY
STREET LIGHTING

SHEET
E1.01

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CITY OF COTTAGE GROVE, MINNESOTA

2024 JAMAICA AVENUE MILL AND OVERLAY

STREET LIGHTING DETAIL

SHEET

E1.03



City Council Action Request

7.K.

Meeting Date 3/6/2024

Department Community Development

Agenda Category Action Item

Title Minor Subdivision at 9826 East Point Douglas Road South

Staff Recommendation Adopt Resolution 2024-037 approving the Minor Subdivision of a 13.95 acre parcel of land at 9826 East Point Douglas Road South into three separate parcels.

Budget Implication N/A

Attachments

1.	Minor Subdivision 9826 EPDR CC Memo
2.	Minor Subdivision 9826 EPDR Resolution
3.	Minor Subdivision 9826 EPDR Surveys



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

FROM: Riley Rooney, Associate Planner

DATE: February 28, 2024

RE: Proposed Minor Subdivision at 9826 East Point Douglas Road South.

Proposal

Al Stewart is requesting a minor subdivision to subdivide the existing 13.95-acre parcel located at 9826 East Point Douglas Road into three separate parcels. The applicant has proposed creating a 3.0-acre-parcel for the existing R-1 Rural Residential property, a 2.48-parcel along East Point Douglas Road for right of way dedication, and an 8.48 acre-parcel to be acquired by Washington County for the expansion of the Cottage Grove Ravine Regional Park.



Location Map

Review Schedule

Application Received: January 11, 2024
Acceptance of Completed Application: January 11, 2024
Planning Commission Meeting: February 26, 2024
60-Day Review Deadline: March 10, 2024
City Council Meeting: March 6, 2024

Planning Commission

The Planning Commission reviewed the Minor Subdivision request at their February 26, 2024, meeting. The Commission asked for clarification on the following:

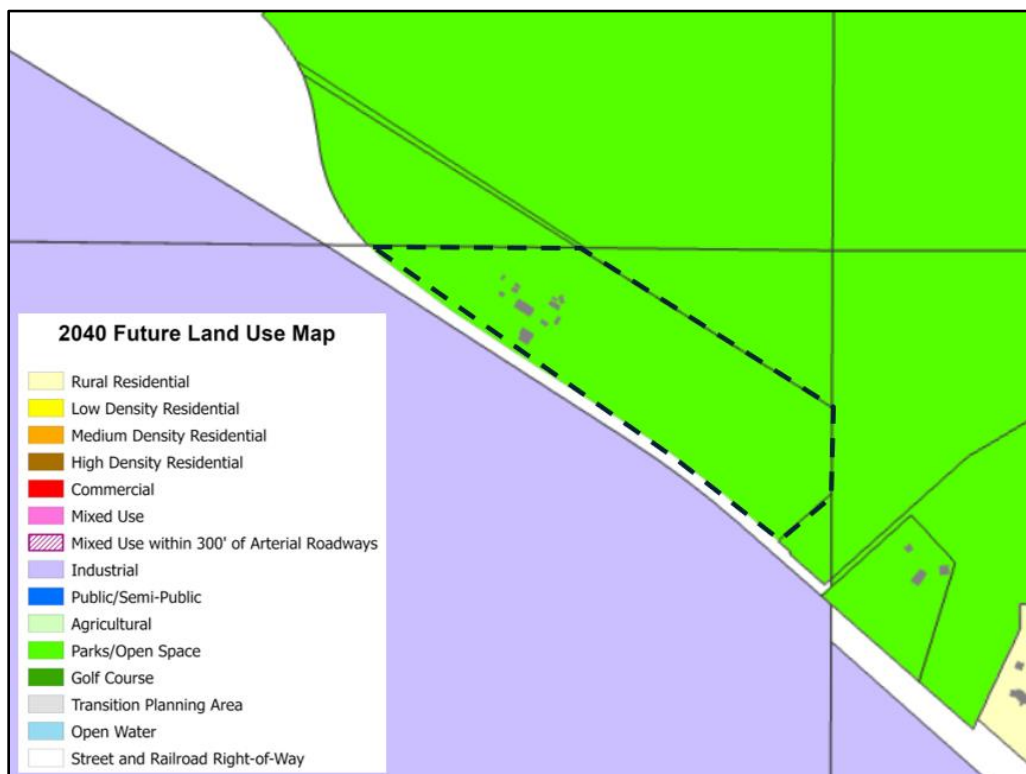
- If the Right of Way was being dedicated due to future reconstruction of the roadway.
 - o Staff noted that as part of the development of parcels, the City acquires the Right of Way so that the City has the ability to undertake road improvements in the long term.

No residents participated in the public hearing. The Planning Commission unanimously (4-to-0 vote) recommended approval of the application.

Planning Considerations

Ordinance Requirements

A minor subdivision process is required when dividing land to ensure minimum zoning code standards are met. The parcel is currently zoned R-1, Rural Residential, and the City's 2040 Land Use Plan guides this parcel as Park and Open Space. The proposed minor subdivision of the current parcel aligns with the City's long-range plan as the proposal will create an 8.48-acre parcel to be acquired by Washington County as additional park and open space within Ravine Regional Park. In addition, the 3-acre R-1 parcel is planned to be sold to Washington County for the expansion of Cottage Grove Ravine Regional Park at a later date.



2040 Land Use Plan

Property Characteristics

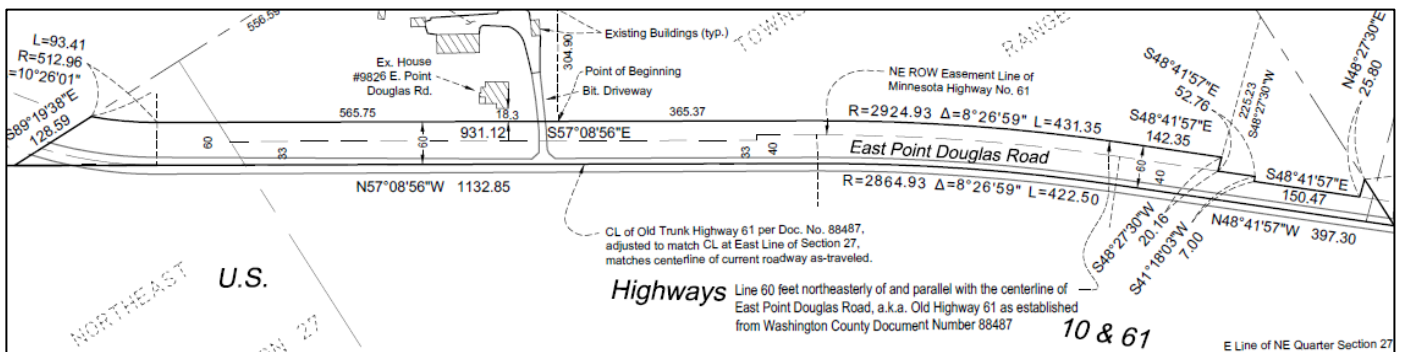
The parcel located at 9826 East Point Douglas Road currently contains a residence as well as several garages and accessory structures. The house was constructed in 1905 and is currently operated as a rental property. The parcel abuts Cottage Grove Ravine Regional Park to the north and to the east and has frontage access off East Point Douglas Road. The applicant plans to keep the existing structures on site within the subdivided three-acre, R-1 parcel. No additional buildable lots will be created given the three-acre minimum lot size for an R-1 parcel.



Current Site

Right of Way

As part of the minor subdivision approval, the City is requiring the applicant to dedicate a small portion of right-of-way along East Point Douglas Road South. For rural road sections, the City typically has a total of 60 feet (18.3 feet from the center line to the edge of the property line) of right-of-way, which includes the road and ditch sections. This small portion needing to be dedicated will align with the existing City right-of-way along East Point Douglas Road for any future road work needing to take place.



Required Dedicated ROW

Utilities, Stormwater, and Area Charges

The current parcel contains well and septic, which will remain on the 3.0-acre residential parcel. There is no sanitary sewer or water connection currently on site given there are no city utilities that extend to the parcel. No area charges or park dedication is necessary for the site as the 8.48-acre parcel will be incorporated into the Cottage Grove Ravine Regional Park.

Public Hearing Notices

The public hearing notice was mailed to 5 property owners who are within 500 feet of the proposed minor subdivision and published in the *St. Paul Pioneer Press* on February 14, 2024.

Recommendation

That the City Council adopt Resolution 2024-037 approving the Minor Subdivision of a 13.95-acre parcel of land at 9826 East Point Douglas Road South into three separate parcels.

Prepared by

Riley Rooney
Associate Planner

Attachments

Survey

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-037

**A RESOLUTION APPROVING A MINOR SUBDIVISION TO
SUBDIVIDE A 13.95-ACRE PARCEL OF LAND LOCATED AT
9826 EAST POINT DOUGLAS ROAD SOUTH**

WHEREAS, Al Stewart, applied for a minor subdivision to subdivide 13.95-acres at the property legally described below:

The Northeast Quarter of Section 27, Township 27 North, Range 21 West, Washington County, Minnesota, EXCEPTING THEREFROM the following:

- (1) Beginning at the Southwest corner of the Northeast Quarter of said Section, thence East 333 feet; thence North 200 feet; thence West 333 feet; thence South to the point of beginning.
- (2) That part of the Northeast Quarter of Section 27, Township 27 North, Range 21 West, of the Fourth Principal Meridian, lying South of the centerline of Trunk Highway 61 as described in and established by notice of lis pendens, dated April 23, 1956, recorded April 25, 1956, in Book 108 of Mortgages, Page 370.
- (3) That part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 27 N, Range 21 W, described as follows: Beginning at the Northeast corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence South 0 degrees 11 minutes 22 seconds West along the East line thereof 492.60 feet; thence North 57 degrees 16 minutes 12 seconds West a distance of 926.30 feet to intersect the North line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, said point of intersection being 780.97 feet North 89 degrees 23 minutes 43 seconds West of said Northeast corner; thence South 89 degrees 23 minutes 43 seconds East along said North line the point of beginning.
- (4) That part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 27 N, Range 21 W, described as follows: Beginning at a point on the East line thereof, said point being 762.51 feet South 0 degrees 11 minutes 22 seconds West as measured along said East line from the Northeast corner thereof; thence continue South 0 degrees 11 minutes 22 seconds West along said East line 271.24 feet; thence South 48 degrees 25 minutes 44 seconds West a distance of 26.64 feet to intersect the Northeasterly right-of-way line of Minnesota Highway No. 61; thence North 48 degrees 45 minutes 56 seconds West along Northeasterly right-of-way line 149.62 feet; thence North 41 degrees 14 minutes 04 seconds East a distance of 7.00 feet; thence North 48 degrees 45 minutes 56 seconds West along said Northeasterly right-of-way line 53.48 feet; thence North 48 degrees 25 minutes 44 seconds East a distance of 225.69 feet to the point of beginning, Washington County, Minnesota.
- (5) That part of the Northeast Quarter of Section 27, Township 27 N, Range 21 W, Washington County, Minnesota, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 19 minutes 38 seconds West, along the north line of said Northeast Quarter, 906.84 feet to the Point of Beginning of the property to be described; thence South 57 degrees 08 minutes 56 seconds East, 187.55 feet; thence South 32

degrees 51 minutes 04 seconds West, 304.90 feet to a line drawn 60 feet northeasterly of and parallel with the centerline of East Point Douglas Road, a.k.a. Old Highway 61 as established from Washington County Document Number 88487; thence North 57 degrees 08 minutes 56 seconds West, along said parallel line, 565.75 feet; thence northwesterly, 93.41 feet, along a tangential curve concave to the northeast, with a radius of 512.96 feet and a central angle of 10 degrees 26 minutes 01 seconds to said north line; thence South 89 degrees 19 minutes 38 seconds East, along said north line, 556.59 feet to the Point of Beginning.

Abstract Property.

Commonly known as 9826 East Point Douglas Road South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the St. Paul Pioneer Press; and

WHEREAS, a planning staff report, which detailed specific information on the property and the application request, was prepared and presented; and

WHEREAS, the public hearing was open for public testimony. No public testimony was received. The applicant attended the public hearing and staff answered questions from the Planning Commission; and

WHEREAS, the Planning Commission unanimously (4-to-0 vote) recommended that the City Council approve minor subdivision at 9826 East Point Douglas Road South into three separate parcels at their February 26, 2024, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the minor subdivision to subdivide 13.95-acres legally described above, subject to the following conditions:

- 1) East Point Douglas Road right-of-way shall be dedicated as part of the minor subdivision in the northwest corner of the property, aligning with the 18.4 feet of dedicated right-of-way from the center of the roadway.
- 2) All applicable permits (i.e.; building, electrical, grading, and mechanical) for the construction of a house on the parcel(s) must be completed, submitted, and approved by the City before any construction activities begin. Detailed construction plans must be reviewed and approved by the Building Official and Fire Marshal.
- 3) The minimum setbacks for the principal structure shall be those found in the R-1, Rural Residential, zoning criteria.
- 4) A certificate of survey is required for newly created parcels.
- 5) Grading and erosion control measures meeting City standards shall be utilized during construction on either newly created parcel.

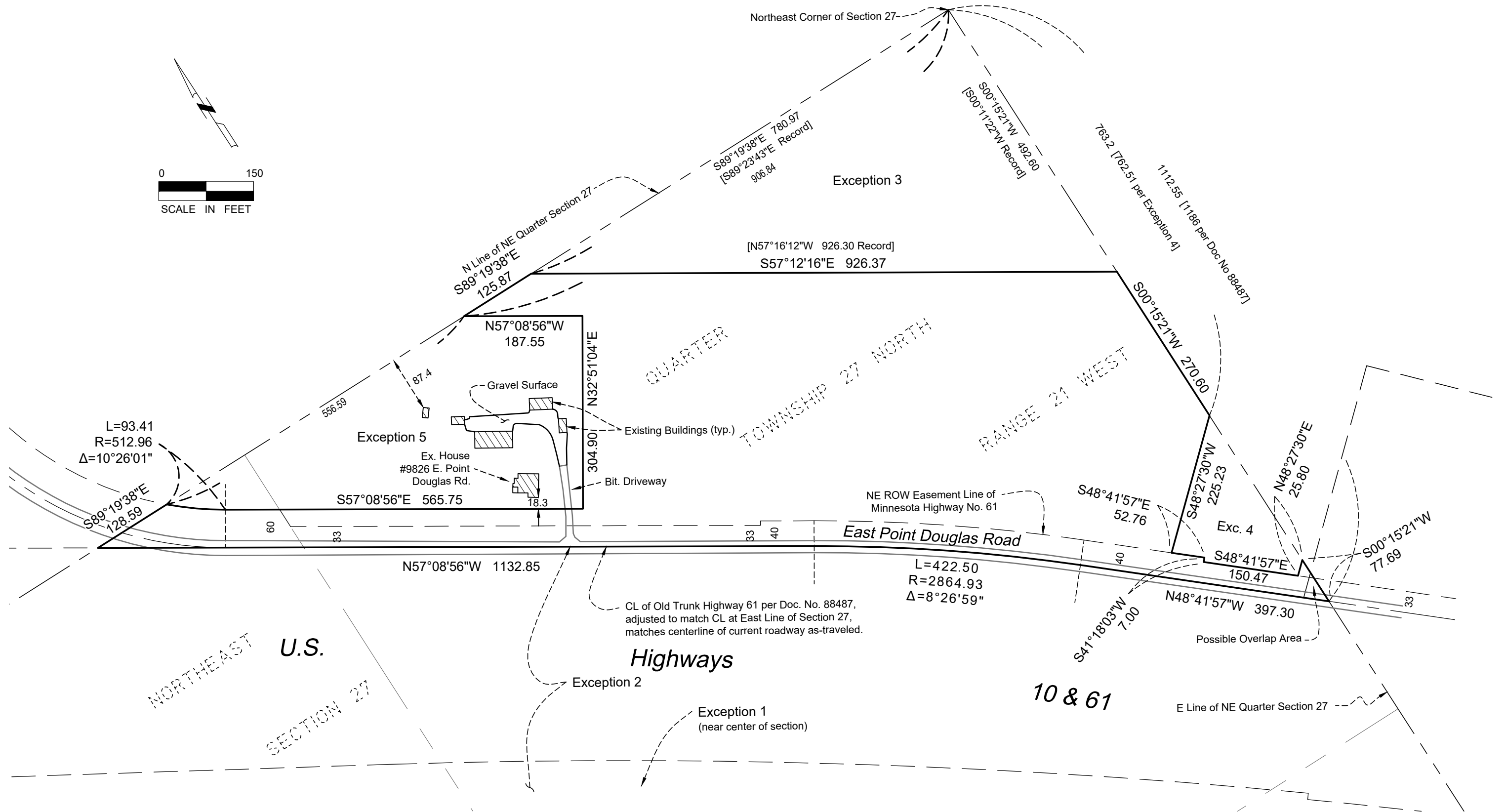
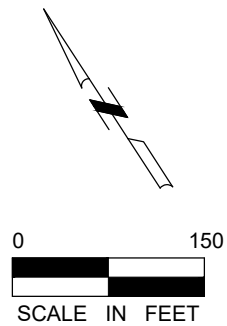
- 6) No additional developable lots will be permitted to be created on the 8.48-acre parcel given it is guided as Park and Open Space in the 2040 Comprehensive Plan.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



LRC

Land & Resource Consulting

14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699



Certificate of Survey

Survey prepared for: Stu-Mac Properties

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed: Brandon W. King
Brandon King, Land Surveyor
Minnesota License Number 42597

Date: December 22, 2023

Project Number
22015

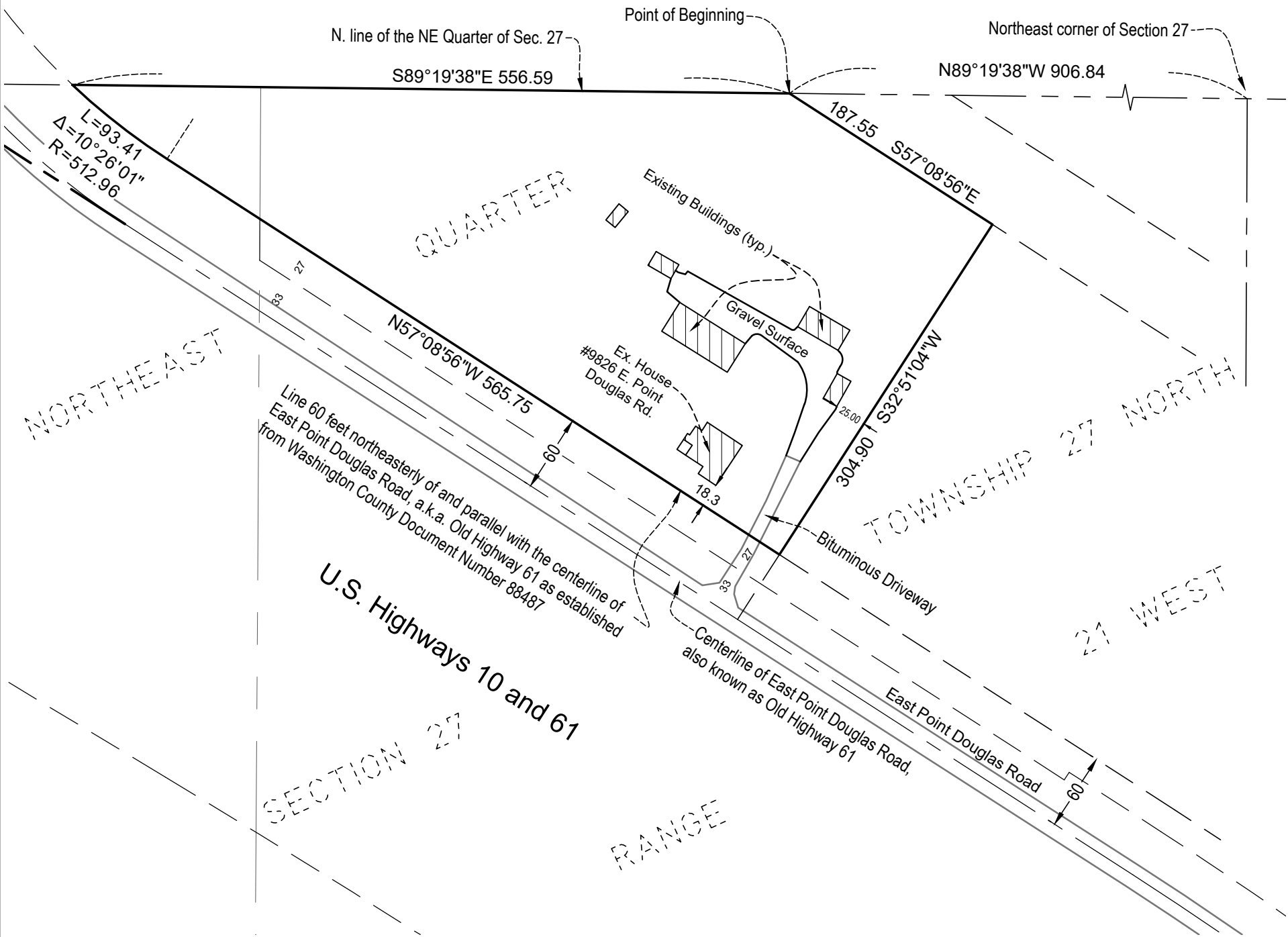
Sheet 2 of 2

Certificate of Survey

Survey Prepared For: Stu-Mac Properties

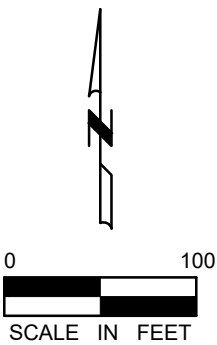
Property Description:

That part of the Northeast Quarter of Section 27, Township 27 N, Range 21 W, Washington County, Minnesota, described as follows:
Commencing at the Northeast corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 19 minutes 38 seconds West, along the north line of said Northeast Quarter, 906.84 feet to the Point of Beginning of the property to be described; thence South 57 degrees 08 minutes 56 seconds East, 187.55 feet; thence South 32 degrees 51 minutes 04 seconds West, 304.90 feet to a line drawn 60 feet northeasterly of and parallel with the centerline of East Point Douglas Road, a.k.a. Old Highway 61 as established from Washington County Document Number 88487; thence North 57 degrees 08 minutes 56 seconds West, along said parallel line, 565.75 feet; thence northwesterly, 93.41 feet, along a tangential curve concave to the northeast, with a radius of 512.96 feet and a central angle of 10 degrees 26 minutes 01 seconds to said north line; thence South 89 degrees 19 minutes 38 seconds East, along said north line, 556.59 feet to the Point of Beginning.



Notes

- Lot area 130738 Sq. Ft. - 3.00 Ac.
- The basis of bearings for this survey is assumed.
- No field work was performed.
- Cadastral data derived from others.



14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed: Brandon W. King Date: January 8, 2024
Brandon King, Land Surveyor
Minnesota License Number 42597

Project Number
22015

Sheet 1 of 1

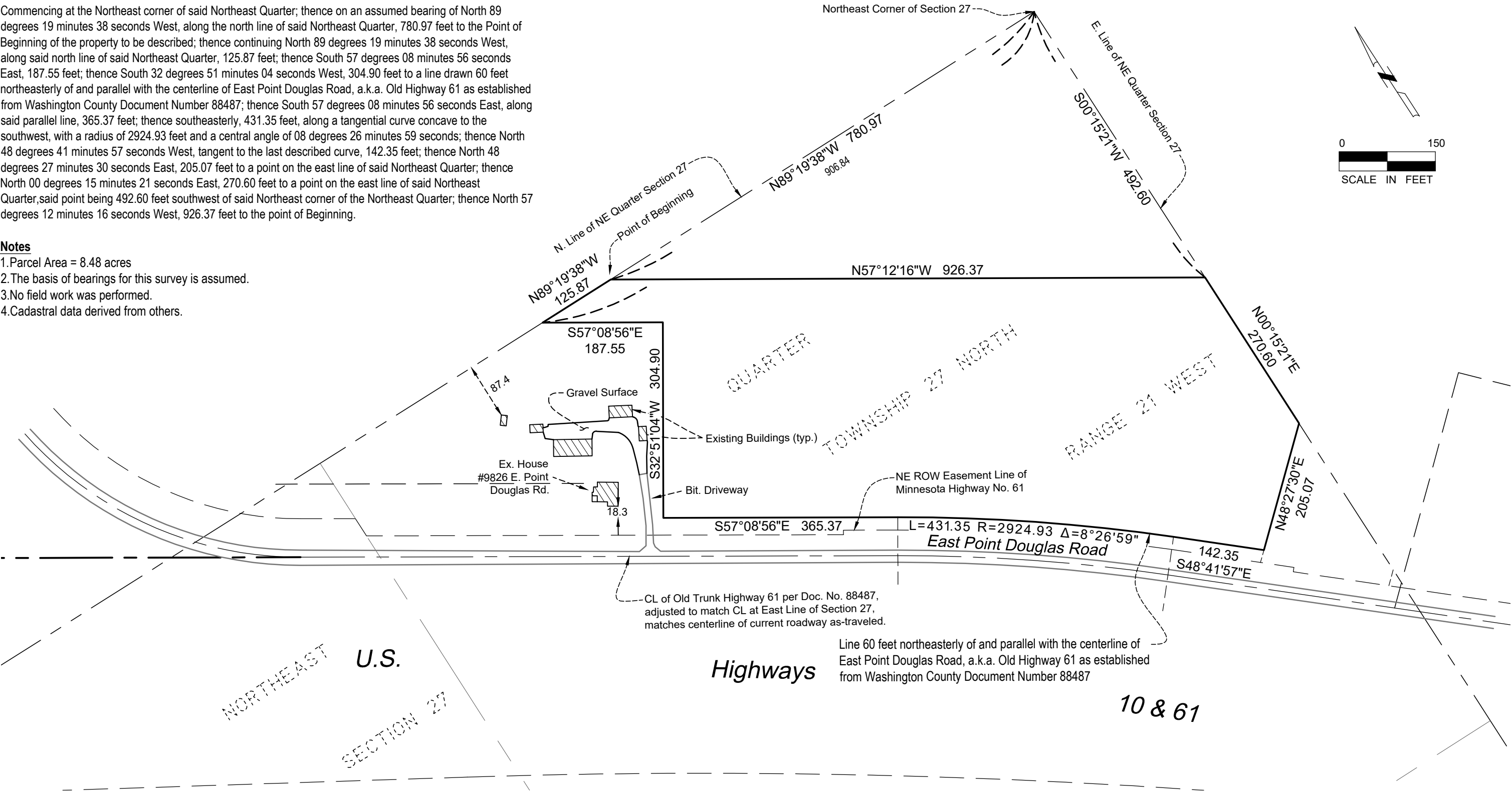
Property Description

That part of the NE ¼ of Section 27, Township 27 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 19 minutes 38 seconds West, along the north line of said Northeast Quarter, 780.97 feet to the Point of Beginning of the property to be described; thence continuing North 89 degrees 19 minutes 38 seconds West, along said north line of said Northeast Quarter, 125.87 feet; thence South 57 degrees 08 minutes 56 seconds East, 187.55 feet; thence South 32 degrees 51 minutes 04 seconds West, 304.90 feet to a line drawn 60 feet northeasterly of and parallel with the centerline of East Point Douglas Road, a.k.a. Old Highway 61 as established from Washington County Document Number 88487; thence South 57 degrees 08 minutes 56 seconds East, along said parallel line, 365.37 feet; thence southeasterly, 431.35 feet, along a tangential curve concave to the southwest, with a radius of 2924.93 feet and a central angle of 08 degrees 26 minutes 59 seconds; thence North 48 degrees 41 minutes 57 seconds West, tangent to the last described curve, 142.35 feet; thence North 48 degrees 27 minutes 30 seconds East, 205.07 feet to a point on the east line of said Northeast Quarter; thence North 00 degrees 15 minutes 21 seconds East, 270.60 feet to a point on the east line of said Northeast Quarter, said point being 492.60 feet southwest of said Northeast corner of the Northeast Quarter; thence North 57 degrees 12 minutes 16 seconds West, 926.37 feet to the point of Beginning.

Notes

- 1.Parcel Area = 8.48 acres
- 2.The basis of bearings for this survey is assumed.
- 3.No field work was performed.
- 4.Cadastral data derived from others.



14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699

Certificate of Survey

Survey prepared for: Stu-Mac Properties

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed: Brandon W. King
Brandon King, Land Surveyor
Minnesota License Number 42597

Date: January 8, 2024

Project Number
22015

Sheet 1 of 1

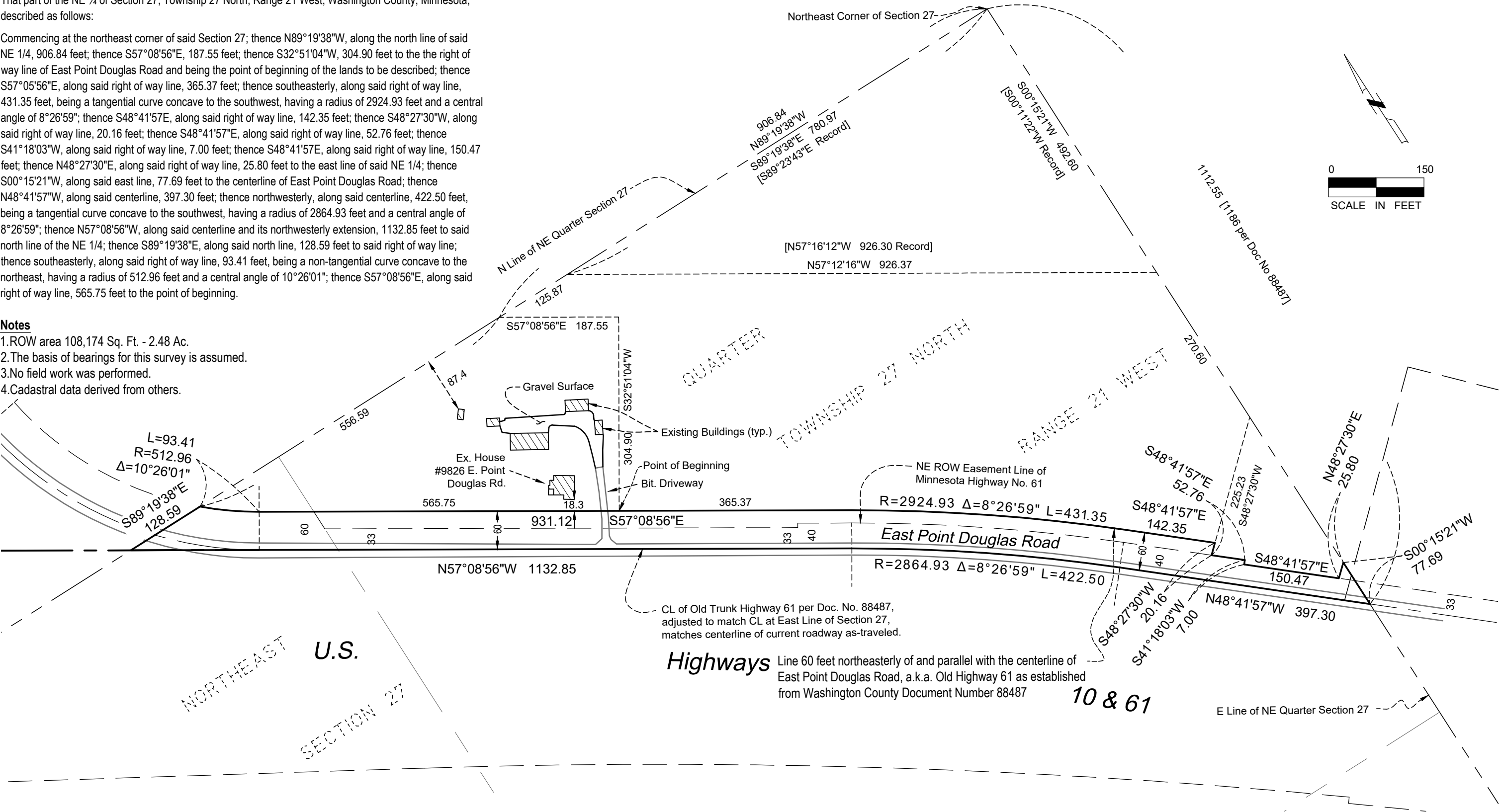
Right of Way Description

That part of the NE ¼ of Section 27, Township 27 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the northeast corner of said Section 27; thence N89°19'38"W, along the north line of said NE 1/4, 906.84 feet; thence S57°08'56"E, 187.55 feet; thence S32°51'04"W, 304.90 feet to the the right of way line of East Point Douglas Road and being the point of beginning of the lands to be described; thence S57°05'56"E, along said right of way line, 365.37 feet; thence southeasterly, along said right of way line, 431.35 feet, being a tangential curve concave to the southwest, having a radius of 2924.93 feet and a central angle of 8°26'59"; thence S48°41'57"E, along said right of way line, 142.35 feet; thence S48°27'30"W, along said right of way line, 20.16 feet; thence S48°41'57"E, along said right of way line, 52.76 feet; thence S41°18'03"W, along said right of way line, 7.00 feet; thence S48°41'57"E, along said right of way line, 150.47 feet; thence N48°27'30"E, along said right of way line, 25.80 feet to the east line of said NE 1/4; thence S00°15'21"W, along said east line, 77.69 feet to the centerline of East Point Douglas Road; thence N48°41'57"W, along said centerline, 397.30 feet; thence northwesterly, along said centerline, 422.50 feet, being a tangential curve concave to the southwest, having a radius of 2864.93 feet and a central angle of 8°26'59"; thence N57°08'56"W, along said centerline and its northwesterly extension, 1132.85 feet to said north line of the NE 1/4; thence S89°19'38"E, along said north line, 128.59 feet to said right of way line; thence southeasterly, along said right of way line, 93.41 feet, being a non-tangential curve concave to the northeast, having a radius of 512.96 feet and a central angle of 10°26'01"; thence S57°08'56"E, along said right of way line, 565.75 feet to the point of beginning.

Notes

- 1.ROW area 108,174 Sq. Ft. - 2.48 Ac.
- 2.The basis of bearings for this survey is assumed.
- 3.No field work was performed.
- 4.Cadastral data derived from others.



14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699

Certificate of Survey

Survey prepared for: Stu-Mac Properties

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed: *Brandon W. King*
Brandon King, Land Surveyor
Minnesota License Number 42597

Date: January 8, 2024

Project Number
22015

Sheet 1 of 1



City Council Action Request

7.L.

Meeting Date 3/6/2024

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: February 29, 2024

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 \$180, 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 in the attached table.

2024 RENTAL LICENSES
CITY COUNCIL APPROVAL - MARCH 6, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001742	9035	62nd Street South	Michael Lee, Inc.
RENT-001872	6815	91st Street South	Thomas Rental Properties LLC
RENT-001913	7831	Hemingway Avenue South	Wagner, Robert
RENT-001922	6859	Meadow Grass Lane South	Dibble, Jodie
RENT-001927	8465	79th Street South	Irabor, Stephen
RENT-001929	8171	Homestead Avenue South	Berry, Benjamin
RENT-001932	8461	75th Street South	Sumida, Kathy
RENT-001938	6706	Meadow Grass Lane South	Su, Amy
RENT-001950	6764	Pine Crest Trail South	Schopf, Cheryl
RENT-001955	8854	92nd Street South	Schopf, Cheryl
RENT-001957	6823	Meadow Grass Lane South	Bayliss, LLC
RENT-001966	7813	Hemingway Avenue South	Bayliss LLC
RENT-001968	8801	Ironwood Avenue South	Invictus Investment Properties LLC
RENT-001979	7640	East Point Douglas Road South	DeBruyckere, Kathryn
RENT-001980	7879	72nd Street South	Pottas, LLC
RENT-001981	6943	99th Street Court South	Pottas, LLC
RENT-001983	6606	Pine Crest Trail South	Borst, Sandra
RENT-001984	6810	Meadow Grass Lane South	Li, Baorong
RENT-001986	7415	Ideal Avenue South	Conway, Brandon
RENT-002019	9501	Islay Avenue South	Hunter, James & Teri
RENT-002023	7858	76th Street South	Dippel, Tom
RENT-002027	6835	Pine Crest Trail South	Strand, Tara
RENT-002033	6729	99th Street South	Moosey, Christopher D.
RENT-002034	6649	Homestead Avenue Court South	Howe, Richard & Kelly
RENT-002041	9289	Jergen Avenue South	Solveig Properties LLC
RENT-002052	8896	92nd Street South	Dai, Xu
RENT-002070	12075	Grey Cloud Trail South	PAS Associates LTD.
RENT-002072	7030	74th Street Bay South	Leintz, Paul
RENT-002126	7048	Jenner Circle South	Abdelal, Samia
RENT-002127	7445	Timber Crest Drive South	Ramey, Michael or Diane
RENT-002129	7909	71st Street South	Schenk, Adam
RENT-002140	7679	Hyde Avenue South	River Valley Rentals, LLP
RENT-002141	8945	92nd Street South	Han, Qiang
RENT-002142	7675	Hyde Avenue South	River Valley Rentals, LLP
RENT-002149	8990	92nd Street South	Zhu, Wenjie
RENT-002151	7295	Jensen Avenue South	Tan, Zhiming
RENT-002154	8231	Harkness Road South	River Valley Rentals, LLP
RENT-002177	7668	East Point Douglas Road South	Rygh, LLC
RENT-002185	8233	Belden Boulevard South	SFR Borrower 2021-2 LLC
RENT-002186	9607	Hallmark Avenue South	SFR Borrower 2021-2 LLC
RENT-002187	9826	74th Street Circle South	SFR Borrower 2021-2 LLC
RENT-002188	7124	Jonathan Avenue South	SFR Borrower 2021-2 LLC
RENT-002189	7274	Janero Avenue South	HPA Borrower 2019-2 LLC
RENT-002190	6830	Pine Crest Trail South	Daly, Brian
RENT-002232	6450	Inspire Circle South	Manjunatha Gurusiddappa Bennihalli
RENT-002236	6533	Genevieve Trail South	McDonald, Matthew & Cris

2024 RENTAL LICENSES
CITY COUNCIL APPROVAL - MARCH 6, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002238	7386	Timber Crest Drive South	Lurken, Larissa
RENT002268	6889	Pine Crest Trail South	Cassell, Jim
RENT-002269	6695	Pine Crest Trail South	Cassell, Jim
RENT-002274	6871	Pine Crest Trail South	Domeier, Brian
RENT-002275	6740	Meadow Grass Lane South	Kim, Min
RENT-002276	9215	73rd Street South	Alderwood, LLC
RENT-002290	6606	96th Street South	Garradow, Meshan & Nebi, Martha
RENT-002294	6509	Jody Avenue South	Kent, Stephen



City Council Action Request

7.M.

Meeting Date	3/6/2024				
Department	Community Development				
Agenda Category	Action Item				
Title	Mississippi Landing - Environmental Assessment Worksheet Evaluation				
Staff Recommendation	Adopt Resolution 2024-039 confirming no new Environmental Assessment Worksheet is required for the Rachel Development, Mississippi Landing Development project.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Mississippi Landing No New EAW CC Memo</td></tr><tr><td>2.</td><td>Res. confirming no new EAW- 3-1-24</td></tr></table>	1.	Mississippi Landing No New EAW CC Memo	2.	Res. confirming no new EAW- 3-1-24
1.	Mississippi Landing No New EAW CC Memo				
2.	Res. confirming no new EAW- 3-1-24				

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

FROM: Emily Schmitz, Community Development Director

DATE: March 6, 2024

RE: Environmental Assessment Worksheet Evaluation

Background

State Statute requires that single-family residential developments within the Metropolitan Urban Service Area (MUSA) with 250 unattached units or greater prepare an Environmental Assessment Worksheet (EAW) prior to development. The purpose of the EAW is to determine if the preparation of an Environmental Impact Statement (EIS) is necessary. The Responsible Government Unit (RGU) for environmental review is typically the unit with the greatest authority over the project. A mandatory EAW was submitted by Pulte Homes for their proposed development project in 2021. The project was reviewed for potential environmental impact including a total of 499 units, the maximum project density. The City of Cottage Grove was determined to be the Responsible Governmental Unit (RGU). SHC, LLC was hired by the applicant to draft the EAW. The topics reviewed in an EAW include existing ground cover, land use, zoning, geology, water resources, wastewater, air quality, noise, ecological resources, hazardous materials, transportation, and traffic.

The EAW was published in the EQB and the official 30-day comment period for the EAW expired on January 6, 2022. Comments received were collated by category and relevancy by the City of Cottage Grove. The City Council reviewed the comments on February 2, 2022, and from those comments received, determined the EAW, nor any of the comments, raised an issue that would require further review in the form of an Environmental Impact Statement (EIS). The response to comments and the final decision were submitted to the EQB for publication.

Pulte submitted application proposing 312 single family homes and 60 senior cooperative units in 2021; however, the project did not continue. Rachel Development submitted application for 377 single family units within the same footprint as the Pulte proposal. The Rachel Development project does not exceed the EAW reviewed 499 units. The current proposed project applications are the same as those requested by Pulte in 2021 and would result in similar environmental impacts.

Recommendation

That the City Council adopt Resolution 2024-039 confirming no new Environmental Assessment Worksheet is required for the Rachel Development, Mississippi Landing Development project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-039

**A RESOLUTION CONFIRMING NO NEW ENVIRONMENTAL ASSESSMENT WORKSHEET
IS REQUIRED FOR MISSISSIPPI LANDING**

WHEREAS, in 2021, a developer, Pulte Homes, submitted a mandatory Environmental Assessment Worksheet (“EAW”) to the City of Cottage Grove, as the Responsible Governmental Unit (“RGU”) for a proposed residential project on the site of the former Mississippi Dunes Golf Course, located south of 103rd Street and north of the Mississippi River; and

WHEREAS, for purposes of the EAW, the proposed development, known as Mississippi Landing, included 499 units, made up of 369 single family detached units and 130 senior units; and

WHEREAS, the draft EAW was published with the Environmental Quality Board, was distributed to relevant government agencies, was posted for public review and comment, and complied with all procedures of the Minnesota Environmental Policy Act and Minnesota Rules 4410.1000 to 4410.1700; and

WHEREAS, the EAW did not raise issues that required further review in the form of an Environmental Impact Statement (“EIS”); and

WHEREAS, the City’s Planning Commission reviewed the EAW report and recommended that there was no need for an EIS; and

WHEREAS, based on the recommendations from the Planning Commission, the EAW and the report from SHC, LLC, the City Council adopted Resolution 2022-015 on February 2, 2022, finding no need for an EIS; and

WHEREAS, after the completion of the EAW and the negative declaration for the EIS, Pulte Homes submitted a zoning amendment, preliminary plat, planned unit development and site plan review to the City’s Planning Commission and City Council for the Mississippi Landing project that now included 372 units, made up of 312 single family detached units and 60 senior units; and

WHEREAS, these planning applications for the Mississippi Landing project were approved by the City Council on March 16, 2022; and

WHEREAS, Pulte Homes subsequently abandoned the Mississippi Landing project prior to implementation of the project; and

WHEREAS, Rachel Development, recently reinitiated the Mississippi Landing project; and

WHEREAS, the proposed Mississippi Landing project by Rachel Development is for 377 single family homes, is located on the same project area as the Pulte Mississippi Landing project and will have a similar impact to the site as the Pulte applications; and

WHEREAS, the Mississippi Landing project proposed by Rachel Development is so similar to the Pulte Homes Mississippi Landing project that there is no substantial change requiring a new EAW.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, that approval of the Rachel Development applications for the Mississippi Landing project has not substantially changed from the Pulte Mississippi Landing project and will have a similar physical impact as was studied in the EAW.

BE IT FURTHER RESOLVED that the City finds that no new EAW is required for the Mississippi Landing project applications submitted by Rachel Development.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.N.

Meeting Date 3/6/2024

Department Administration

Agenda Category Action Item

Title 2024 Mill and Overlay Project - Revised Bid Date

Staff Recommendation Adopt Resolution 2024-040 revising the bid date from March 7, 2024, to February 29, 2024, for the 2024 Mill and Overlay Project.

Budget Implication

Attachments

1.	1-2024 MO Bid Date
2.	2-2024 MO Bid Date - Resolution



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

From: Amanda Meyer, PE, City Engineer
Genevieve Tester, EIT, Graduate Engineer

Date: February 29, 2024

Re: 2024 Mill and Overlay Project – Revise Bid Date

Background/Discussion

On February 7, 2024, the City Council voted to approve plans and specifications, and set a bid date of March 7, 2024, at 10:00am for the 2024 Mill and Overlay project in the Thompson Grove neighborhood. The advertisement for bids was also posted on February 7, 2024, however noted a bid date of February 29, 2024. The advertisement for bids does follow the public bidding process requirements and therefore, the bids are still valid and acceptable. Staff is looking to update the Council resolution to revise the bid date to February 29, 2024, at 10:00am.

Recommendation

It is recommended the City Council adopt Resolution 2024-040 revising the bid date from March 7, 2024, to February 29, 2024, for the 2024 Mill and Overlay Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-040

**RESOLUTION REVISING THE BID DATE FOR THE
2024 MILL AND OVERLAY PROJECT**

WHEREAS, plans and specifications have been prepared in accordance with the City Standards and Specifications for the 2024 Mill and Overlay Project; and

WHEREAS, a bid date was previously established for March 7, 2024; and

WHEREAS, a revised bid date is proposed as February 29, 2024; and

WHEREAS, the City Engineer has previously presented such plans and specifications to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, revises the bid date to February 29, 2024, for the 2024 Mill and Overlay Project.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.0.

Meeting Date 3/6/2024

Department Public Works

Agenda Category Action Item

Title Well #9 Rehabilitation Project

Staff Recommendation Adopt Resolution 2024-041 awarding the Well 9 Maintenance Project to the accepted quote supplied by Bergerson Caswell Inc. in the amount of \$114,075.00 and authorize execution of the Agreement for Contractor Services.

Budget Implication \$114,075.00 from Water Utility Fund.

Attachments

1.	1_Well 9 Rehabilitation Quote Award Memo 2024-3-1
2.	2_Well 9 Rehabilitation Quote Award Resolution 2024-3-1
3.	3_Well 9 Project Agreement



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

From: Ryan Burfeind, Public Works Director

Date: March 1, 2024

Re: Well 9 Maintenance Project – Quote Award and Service Agreement

Background

Currently an interim treatment plant is being constructed at Well 9, which was driven by the reduced Health Based Values (HBVs) for PFAS that were released by MDH in January. This new interim treatment plant is necessary to meet higher summer water demands while still providing water that meets the new HBVs and is critical to be completed in May.

Discussion

Well 9 has not been pulled for maintenance and bailing of sand since 2016, which typically takes place on a 7-10 year cycle. The original plan was to complete maintenance of the well once the Intermediate Zone Treatment Plant was operational at the end of 2026. Once work started on the interim treatment plant, significant sand was discovered in the pipe connecting to Well 9. This is a clear indication that sand is being pumped by the well, which would cause the the ion exchange treatment media that will be used in the interim treatment plant to foul if not addressed.

To resolve this issue, staff worked quickly to obtain quotes to bail the sand from Well 9 and complete any other necessary rehabilitation. The City of Cottage Grove received three quotes, which are summarized below.

<u>Contractor</u>	<u>Quoted Amount</u>
Bergerson Caswell Inc.	\$114,075.00
Traut Companies	\$127,210.00
Key's Well Drilling Co.	\$177,110.00

The low quote for the project was provided by Bergerson Caswell Inc. in the amount of \$114,075.00. Bergerson has a long history of completing this type of work and is well situated to complete the project. Also, they can meet the necessary timeline to ensure the work is completed prior to the Well 9 Interim Treatment Plant being operational. As this is maintenance of existing City infrastructure, it will be paid out of the water utility fund. This is the standard funding source for this type of well maintenance project.

Recommendation

Adopt Resolution 2024-041 awarding the Well 9 Maintenance Project to the accepted quote supplied by Bergerson Caswell Inc. in the amount of \$114,075.00 and authorize execution of the Agreement for Contractor Services.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-041

**RESOLUTION AWARDING THE WELL 9 MAINTENANCE
PROJECT TO BERGERSON CASWELL INC.
IN THE AMOUNT OF \$114,075.00**

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

WHEREAS, three firms submitted quotes; and

WHEREAS, it appears that Bergerson Caswell Inc. provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to Bergerson Caswell Inc. in the amount of \$114,075.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Well 9 Maintenance Project be awarded to Bergerson Caswell Inc. in the amount of \$114,075.00.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
COTTAGE GROVE WELL NO. 9 MAINTENANCE PROJECT

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Bergerson Caswell, Inc., 5115 Industrial St., Maple Plain, MN 55359 (“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 February 23, 2024, incorporated herein as Exhibit A;

(Hereinafter “Exhibits.”) Where 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 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. The 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. The 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 the Contractor **One Hundred Fourteen Thousand Seventy Five Dollars and No Cents (\$114,075.00)**, 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 period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. **BONDS.** If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments 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 for Convenience.** This Agreement may be terminated by either party upon 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 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 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. The 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 Daryl Kirschenman 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 Tim Berguam 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 \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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 Completion Date. 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
Cottage Grove, MN 55016
Attention: Ryan Burfeind

Or e-mailed: rburfeind@cottagegrovemn.gov

If to Contractor: Bergerson Caswell, Inc.
5115 Industrial St.
Maple Plain, MN 55359
Attention: Tim Berguam

Or emailed: tim.berguam@bergersoncaswell.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

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Its: _____


 QUOTER: BERGERSON CASWELL INC.

DOCUMENT 00410

QUOTATION FORM

COTTAGE GROVE WELL NO. 9 MAINTENANCE PROJECT

STANTEC PROJECT NO. 193806663

COTTAGE GROVE, MINNESOTA

February, 2024

THIS QUOTATION IS SUBMITTED TO:

City of Cottage Grove
 c/o Stantec
 Attention: Daryl Kirschenman
 733 Marquette Avenue Suite 1000f
 Minneapolis, MN 55402

The undersigned, being familiar with your local conditions, having made the field inspection and investigation deemed necessary, having studied the Drawings and Specifications for the Work, including Addendum No.'s _____, and being familiar with all factors and other conditions affecting the Work and costs thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment, and all else necessary to completely construct the Project in accordance with the Drawings and Specifications, as follows:

No.	Item	Units	Qty	Unit Price	Total Price
WELL PUMP REPAIR:					
1	REMOVE AND REINSTALL SUBMERSIBLE TURBINE PUMP AND ELECTRIC MOTOR	LS	1	<u>\$25,000.00</u>	<u>\$25,000.00</u>
2	SHOP TIME FOR CLEANING AND INSPECT PUMP	HR	10	<u>\$ 112.00</u>	<u>\$ 1,120.00</u>
3	10" X 20', SCH. 40, R & D, COLUMN PIPE WITH COUPLING	EA	1	<u>\$ 2,350.00</u>	<u>\$ 2,350.00</u>
4	10" X 5', SCH. 40, R & D, COLUMN PIPE WITH COUPLING	EA	1	<u>\$ 850.00</u>	<u>\$ 850.00</u>
5	INSTALL POPPET CHECK VALVE	LS	1	<u>\$ 4,150.00</u>	<u>\$ 4,150.00</u>
6	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	<u>\$ 1,600.00</u>	<u>\$ 1,600.00</u>
7	STAINLESS STEEL BOWL SHAFT	LS	1	<u>\$ 1,050.00</u>	<u>\$ 1,050.00</u>
8	MACHINE BOWL AND FURNISH AND INSTALL BRONZE IMPELLER WEAR RING EACH STAGE	EA	5	<u>\$ 1,000.00</u>	<u>\$ 5,000.00</u>
9	REASSEMBLE BOWL	LS	1	<u>\$ 750.00</u>	<u>\$ 750.00</u>
10	PAINT COLUMN AND BOWLS	LS	1	<u>\$ 8,000.00</u>	<u>\$ 8,000.00</u>
11	WATER LEVEL MONITOR TUBE	LF	290	<u>\$ 2.50</u>	<u>\$ 725.00</u>
12	ALLOWANCE FOR MISCELLANEOUS REPAIRS	LS	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
13	TRANSPORT TO AND ERECT ON THE JOB SITE, A WELL RIG WITH ALL NECESSARY EQUIPMENT,	LS	1	<u>\$ 17,500.00</u>	<u>\$ 17,500.00</u>

14	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
15	AIR LIFT OR BAIL ACCUMULATED SAND FROM BOTTOM OF DEEP WELL	CY	100	\$ <u>350.00</u>	\$ <u>35,000.00</u>
16	TELEVISION INSPECTION OF WELL	LS	1	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
TOTAL WELL PUMP REPAIR					\$ <u>114,075.00</u>

ADDITIONAL REPLACEMENT PRICES:

18	REPLACE BOWL ASSEMBLY	LS	1	\$ <u>20,850.00</u>	\$ <u>20,850.00</u>
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MANUFACTURER

Goulds 14RJLC-5

BOWL EFFICIENCY AT FULL LOAD

83.6%

19	REPLACE 200 HP SUBMERSIBLE MOTOR	LS	1	\$ <u>52,800.00</u>	\$ <u>52,800.00</u>
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MANUFACTURER

SME SIGNATURE SERIES 12"

MOTOR EFFICIENCY AT FULL LOAD

89.3%

The final amount of payment shall be determined by multiplying the final measured quantities of the various items actually constructed and installed by the Unit Price therefore, in the manner prescribed in the Specifications, the low Quotation shall be determined by adding the sums resulting from multiplying the quantities stated by the Unit Prices quoted therefore.

In submitting this Quotation, it is understood that the Owner retains the right to reject any and all Quotations and to irregularities and informalities therein and to award the Project to the best interest of the Owner.

In submitting this Quotation, it is understood that payment will be by cash or check.

Submitted on 2/23, 2024.

BERGERSON CASWELL INC.

Name

(A Corporation)

~~(An Individual)~~

~~(A Partnership)~~

Business Street Address (No P.O. Box #'s):

5115 INDUSTRIAL STREET

MAPLE PLAIN, MN 55359

City, State, Zip



Signer

DAVID HERRICH

Printed Name of Signer

PRESIDENT

Title

(763) 479-3121

Phone

(763) 479-2183

Fax

info@bergersoncaswell.com

Email

END OF DOCUMENT



City Council Action Request

7.P.

Meeting Date 3/6/2024

Department Administration

Agenda Category Action Item

Title Ice Arena West Rink Condenser Replacement

Staff Recommendation Approve Resolution 2024-042 authorizing a service agreement with Total Mechanical in the amount of \$76,920.06 for the replacement of the West Rink Condenser Unit.

Budget Implication Ice Arena Operating Fund

Attachments

1.	Council Memo - West Rink Condenser
2.	2024-042 Resolution Ice Arena Condenser
3.	Total Mechanical - Contractor Services Agreement
4.	Exhibit A

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Jordan Hirman, Recreation Facilities Manager
Cc: Zac Dockter, Parks, and Recreation Director
Date: 3/1/2024
Subject: West Rink Condenser replacement

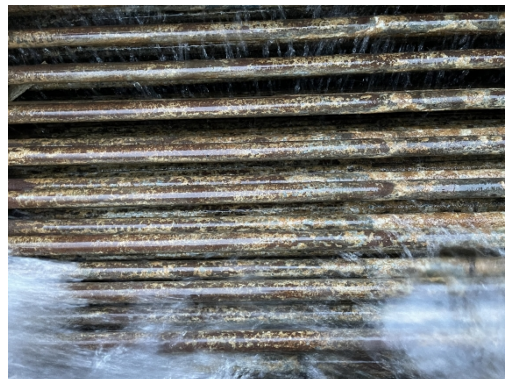
Introduction/Background

During a routine inspection by Total Mechanical, a leak was discovered in the West Rink's condenser unit. Further investigation revealed corrosion and rusting on the metal components, likely caused by a combination of environmental factors and the chemicals used internally for scale prevention.

This leak has two significant concerns:

1. **Chemical Waste:** The leaked water contains paid-for chemicals used in the unit's operation, resulting in financial loss.
2. **Ammonia Leak Risk:** The observed rust on the ammonia-carrying pipes raises the critical issue of potential future leaks. Ammonia is a hazardous gas, and its release into the environment poses a serious threat to the community's safety.

As the condenser unit is essential for maintaining the ice surface at the West Rink, immediate action is required to address this situation and prevent an ammonia leak.



Staff Recommendation

Approve Resolution 2024-042 authorizing a service agreement with Total Mechanical in the amount of \$76,920.06 for the replacement of the West Rink Condenser Unit.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-042

**RESOLUTION APPROVING THE SERVICE AGREEMENT WITH TOTAL
MECHANICAL IN THE AMOUNT OF \$76,920.06 FOR THE REPLACEMENT
OF WEST RINK CONDENSOR AT THE ICE ARENA.**

WHEREAS, a recent inspection revealed corrosion and rusting on the West Rink Condenser; and

WHEREAS, this corrosion is likely caused by a combination of environmental factors and chemicals used to prevent scaling; and

WHEREAS, the leaked water contains paid-for chemicals resulting in financial loss; and

WHEREAS, future leaks have the potential to have ammonia released into the environment which poses a threat to the community's safety;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approve the service agreement with Total Mechanical in the amount of \$76,920.06 for the replacement of the West Rink Condenser Unit.

Passed this 6th day of March, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
West Side BAC Condenser Replacement (project name)

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 20____, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Total Mechanical Services, Inc. (name), 420 Broadway Avenue, St Paul Park, MN 55071 (address) (“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 02/23/2024, incorporated herein as Exhibit A;
- ii. Other documentation, incorporated herein as Exhibit B.

(Hereinafter “Exhibits.”) Where 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 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. The 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. The 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 the Contractor \$76,920.06 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 period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments 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 for Convenience. This Agreement may be terminated by either party upon 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 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 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. The 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 Jordan Hirman 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 Thaddeus Morris 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 \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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 Completion Date. 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
Cottage Grove, MN 55016
Attention: Jordan Hirman

Or e-mailed: jhirman@cottagegrovemn.gov

If to Contractor: Thaddeus Morris
Total Mechanical Services, Inc
420 Broadway Avenue
St Paul Park, MN 55071

Or emailed:

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

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Its: _____



420 Broadway Avenue
St. Paul Park, MN 55071
P# 651-768-9367
F# 651-768-9258

Company: Cottage Grove Arena	Quote Number:	Date: 2/23/2024
Address: 8020 80 th St S	Email Address: jhirman@cottagegrovemn.gov	
City, State, Zip: Cottage Grove, MN 55016	Phone Number: 651-458-3400	
Attention: Jordan Hirman	Subject: West side BAC condenser replacement	

Good afternoon,

During the west side system inspection, I found the condenser water system operating abnormally. I inspected the condenser tower and found the water trough inside the condenser tower rusted out and was letting the water short circuit through the unit. This is not a surprise due to the rusted condition on the internals of the condenser tower. The ammonia tube bundle and the surrounding areas within are rusted to questionable depths and is beyond any repair.

The replacement condensing tower is 12-14 weeks out from the date of order.

The following scope of work is included in the price

- New BAC replacement condensing tower
- Any structural steel base modifications to prepare new condenser tower footprint
- Labor (2 installers / 1 service tech / 2 days), truck charge, shipping, and all parts needed
- All permits, crane/rigging, electrical, mechanical, start-up of new unit, and disposal of old unit

Exclusions: premium time labor, roofing, painting, water treatment, and any work beyond quote

Cost for work as described above is:	\$76,920.06
--------------------------------------	-------------

*Our terms are net 30 days, with a 1-1/2% per month finance charge applied to all past due invoices. Based upon a credit analysis, we may request a partial or complete payment before proceeding with the work. We warrant our repair work for 90 days. We warrant new equipment installations for one year. The above stated warranties do not enhance, extend, reduce, or diminish any manufacturer warranties.
The pricing shown is good for 45 days*

Quote submitted by:
Thaddeus Morris
612-500-2109

Accepted By	Title	Date	PO#
-------------	-------	------	-----

Commercial & Industrial: Plumbing • Heating • Air Conditioning • Refrigeration • Process Piping • Service



City Council Action Request

7.Q.

Meeting Date 3/6/2024

Department Administration

Agenda Category Action Item

Title 2024 Pavement Management - Call for Public Improvement Hearing

Staff Recommendation Approve Resolution 2024-043 establishing a March 20, 2024, Public Hearing date to order the 2024 Pavement Management Project.

Budget Implication

Attachments

1.	Memo - 2024 PM (Set Public Hearing Date)
2.	Resolution - 2024 PM Set Public Hearing Date



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

From: Amanda Meyer, PE, City Engineer

Date: March 4, 2024

Re: 2024 Pavement Management – Call for Public Improvement Hearing

Background

The City is required to follow Minnesota Statute Chapter 429 for local improvement projects that include an assessment. There are strict statutory requirements that must be followed, one of which is to publish twice in the official newspaper. For the 2024 Pavement Management Project, in the Prestige Estates neighborhood, the City inadvertently missed one of the publication dates before the Council held the public hearing on February 7, 2024. Therefore, to ensure strict compliance with the requirements in the law, staff is recommending holding a new public hearing at the City Council meeting on Wednesday, March 20, 2024.

For reference, the below timeframe outlines the history of this project.

- May 17, 2023, the City Council authorized a feasibility report.
- August 16, 2023, this City Council discussed the potential project at a workshop.
- January 3, 2024, the City Council provided further direction regarding the scope of the 2024 Pavement Management Project.
- January 17, 2024, the City Council approved the feasibility report and authorized preparation of plans and specifications.
- February 21, 2024, the City Council approved plans and specifications and set a bid date of March 21, 2024.
- February 28, 2024, plans and specifications were let for bidding.

The following areas are to be included in the 2024 Pavement Management project:

- **Prestige Estates Neighborhood (1st & 2nd Additions and Prestige Estates on the Park):** Streets include Jenner Avenue from 80th Street to Jocelyn Avenue; Jocelyn Avenue from 80th Street to Jenner Avenue; and 79th Street from Jocelyn Avenue to Jocelyn Avenue.

Discussion

Call for Public Improvement Hearing: The public improvements associated with the 2024 Pavement Management Project will benefit properties in the project area. Therefore, for the costs to be assessed to all benefited properties, it will be necessary to hold a new public hearing for the project. A hearing date of March 20, 2024, will afford the necessary time to publish legal notices, and send out letters to the affected property owners.

Reminder of Summary of Road and Infrastructure Improvements: The rehabilitation method proposed for the residential roadways is to remove the existing asphalt surface and replace it with a new surface. Full curb replacement throughout the area will also be completed. Finally, minor utility improvements for sanitary sewer, water, stormwater, and lighting systems will also be included. The total estimated project cost for the neighborhood is \$1,170,018.26.

The feasibility report recommends that all properties adjacent to the Prestige Estates project be assessed. The policy allows 45 percent of adjacent costs to be assessed to residential properties.

The potential assessment for the Prestige Estates improvements listed above is estimated at \$6,647.65 per residential building lot equivalent (RBLE). Single-family residential is assessed at a rate of 1.0 of the RBLE. The special benefit appraisal that was completed showed a benefit of \$7,500 per residential unit, which supports the proposed assessment.

Project Funding Analysis: As noted above, the total estimated project cost for the street and utility work in the Prestige Estates neighborhood is \$1,170,018.26. The total project value that is assessed is \$525,164.19. The remainder of the project costs are proposed to be funded through utility funds and the general levy.

Recommendation

It is recommended the City Council adopt Resolution 2024-043 establishing a March 20, 2024, public hearing date to order the 2024 Pavement Management project.

If the Council chooses not to order the project on March 20, 2024, all bids would be rejected.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-043

**RESOLUTION CALLING FOR
A PUBLIC HEARING FOR THE 2024 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, pursuant to the resolution adopted by the City Council on May 17, 2023, a feasibility report was authorized to be prepared by Bolton & Menk, Inc. for the 2024 Pavement Management Project; and

WHEREAS, the City Council on January 17, 2024 approved the feasibility report; and

WHEREAS, the City desires to assess the cost of said improvements to all benefited properties.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota,

1. The City Council will consider the improvement of such streets, curb replacement, sanitary sewer, water main, storm sewer and lighting, in accordance with the feasibility report and the assessment of benefitting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvements of \$1,170,018.26.
2. A public hearing shall be held on such proposed improvements on the 20th day of March 2024 at 7:00 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Passed this 6th day of March 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

8.A.

Meeting Date 3/6/2024

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements for the period of 02/16/2024 through 02/28/2024 in the amount of \$2,982,349.68.

Budget Implication N/A

Attachments

1.	Expense Approval Report 03-06-2024 Council Meeting
2.	Payroll Check Register 03-06-2024 Council Meeting