COTTAGE GROVE CITY COUNCIL April 3, 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 Beyond the Yellow Ribbon
Staff Recommendation: Receive the Beyond the Yellow Ribbon presentation.

B Autism Acceptance Month Proclamation
Staff Recommendation: Proclaim the month of April 2024 as Autism Awareness month.

C National Volunteer Month Proclamation
Staff Recommendation: Proclaim the month of April 2024 to be designated as National Volunteer Month.

7 Consent Agenda

A City Council Special Meeting Minutes (March 20, 2024)
Staff Recommendation: Approve the March 20, 2024, Special Meeting Minutes.

B City Council Regular Meeting Minutes (March 20, 2024)
Staff Recommendation: Approve the March 20, 2024, Regular Meeting Minutes.

C Planning Commission Meeting Minutes (February 24, 2024)
Staff Recommendation: Accept and place on file the minutes from the February 26, 2024, Planning Commission meeting.

D Public Services Commission Meeting Minutes (January 8, 2024)
Staff Recommendation: Approve the January 8, 2024, Public Services Commission Meeting Minutes.

E Temporary Liquor License - Cottage Grove Lions Club
Staff Recommendation: Approve a Temporary Liquor License for the Cottage Grove Lions Club to be used on June 20-22, 2024, at Kingston Park (9195 75th Street South) and Lamar Fields (7025 Lamar Avenue South) in conjunction with the Strawberry Fest Celebration.

F Temporary Liquor License - St Paul Park Lions Club
Staff Recommendation: Approve a Temporary Liquor License for the St Paul Park Lions Club to be used on June 21, 2024, and June 22, 2024, at Kingston Park (9195 75th Street South) in conjunction with the Strawberry Fest Celebration.

G Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties in the attached table.

H Receive Fund Balance of General Fund as of 12-31-2023
Staff Recommendation: Receive information on the General Fund balance as of December 31, 2023.

I Approve Interfund Transfers
Staff Recommendation: Adopt Resolution 2024-051 approving Interfund Transfers.

J Ambulance Write-Offs
Staff Recommendation: Adopt Resolution 2024-053, approving the 2023 Ambulance Write-offs.

K 2023 Budget Revision
Staff Recommendation: Adopt Resolution 2024-52, 2023 Budget Revision.

L Vinco, Inc Final Payment
Staff Recommendation: Authorize resolution 2024-054 approving final payment to Vinco, Inc. in the amount of $78,902.37 for the Glacial Valley Park Building Project.

M Ice Arena Light System Service Agreement
Staff Recommendation: Authorize service agreement, subject to minor modifications by City Attorney, with Front Row Systems for the installation of party lights at the Cottage Grove Ice Arena for the amount of $29,704.25.

N Sale of Surplus Property
Staff Recommendation: Authorize Public Works to advertise and sell surplus property on Cranky Ape.

O 2024 Washington County Grant Agreement for Municipal Recycling
Staff Recommendation: Approve the 2024 Grant Agreement for Municipal Recycling Grant Distribution in the amount of $57,930.00.

P 2024 EAB Trunk Injection Treatment Program Agreement
Staff Recommendation: Approve the 2024 EAB Trunk Injection Treatment Program Agreement with Rainbow Treecare.

Q Dodge Nature Center Stormwater Management Facilities Agreement
Staff Recommendation: Approve the Stormwater Management Facilities Agreement with Dodge Nature Center.

R Resolution Supporting Retention of City Zoning Authority
Staff Recommendation: Adopt Resolution 2024-056 supporting the City of Cottage Grove's retention of zoning and land use authority.

8 Approve Disbursements

A Approve Disbursements

9 Public Hearings

10 Bid Awards

A 2024 Pavement Management Project
Staff Recommendation: Adopt Resolution 2024-055 awarding the bid for the 2024 Pavement Management Project to OMG Midwest Inc., dba Minnesota Paving & Materials, in the total amount of $903,739.48.

11 Regular Agenda

A Tobacco Compliance Check Violation - Hy-Vee Gas Station
Staff Recommendation: 1. Allow the business representative an opportunity to respond to the City Council regarding tobacco compliance check violations occurring February 27, 2024.
2. If the representative admits to the violation or fails to attend, it is recommended to impose the scheduled penalty for the 2nd violation in a 36-month period of a $600.00 fine.

3. If a representative denies the violation, it is recommended to schedule a contested-case hearing before an administrative law judge.

B Liquor Compliance Check Violation - Junction 70 Grill

Staff Recommendation: 1. Allow the business representative an opportunity to respond to the City Council regarding liquor compliance check violations occurring February 26, 2024. 2. Waive the scheduled penalty for the 1st violation in a 24-month period of a $500.00 fine and the one-day suspension since the staff participated in an educational program conducted by members of the Cottage Grove police department.

12 Council Comments and Requests

13 Workshops - Open to Public

A Zoning Code Amendments and Sign Code Update

Staff Recommendation: Provide direction on the specific items identified in the proposed zoning and sign code amendments.

14 Workshops - Closed to Public

15 Adjournment

City Council Action Request

6.A.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Presentation
Title	Beyond the Yellow Ribbon
Staff Recommendation	Receive the Beyond the Yellow Ribbon presentation.
Budget Implication	N/A
Attachments	None

City Council Action Request

6.B.

Meeting Date	4/3/2024
Department	Communications
Agenda Category	Presentation
Title	Autism Acceptance Month Proclamation
Staff Recommendation	Proclaim the month of April 2024 as Autism Awareness month.
Budget Implication	N/A
Attachments	1. April 2024 Autism Acceptance Month Proclamation

PROCLAMATION
April 2024: Autism Acceptance Month

WHEREAS: the City of Cottage Grove recognizes the importance of fostering a community that embraces diversity, inclusion, and understanding; and

WHEREAS: Autism Acceptance Month provides an opportunity to raise awareness about autism spectrum disorder (ASD), celebrate the unique contributions of individuals on the autism spectrum, and promote acceptance; and

WHEREAS: we acknowledge the need to support, empower, and uplift people with ASD, their families, and caregivers; and

WHEREAS: Autism Acceptance Month provides an opportunity to celebrate the unique contributions of individuals on the autism spectrum and their families; and

WHEREAS: we commit to creating an environment where everyone, regardless of neurodiversity, feels valued, respected, and included; and

WHEREAS: we celebrate the strengths, talents, and perspectives of autistic individuals, which enrich our community and contribute to its vibrancy;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of April 2024 to be designated as Autism Acceptance Month.

Passed this Wednesday, the 3rd day of April 2024.

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Myron Bailey
Mayor

City Council Action Request

6.C.

Meeting Date	4/3/2024
Department	Communications
Agenda Category	Presentation
Title	National Volunteer Month Proclamation
Staff Recommendation	Proclaim the month of April 2024 to be designated as National Volunteer Month.
Budget Implication	
Attachments	1. April 2024 National Volunteer Month Proclamation

PROCLAMATION
April 2024: National Volunteer Month

WHEREAS: the contributions of volunteers enrich Cottage Grove and the lives of our fellow community members; and

WHEREAS: volunteers play an essential role in our community, dedicating their time, talents, and passion to make a positive impact; and

WHEREAS: their commitment to service inspires us all to create a better, more connected, and vibrant city; and

WHEREAS: National Volunteer Month provides an opportunity to recognize and celebrate the invaluable contributions of volunteers; and

WHEREAS: these dedicated individuals enhance the quality of life for all residents by fostering community connections and promoting civic engagement; and

WHEREAS: we recognize that even small acts of kindness can have a profound impact on our community's well-being and future generations; and

WHEREAS: during National Volunteer Month, we honor those who generously give their time, talents, and passion to make a difference; and

WHEREAS: we extend our deepest appreciation to all volunteers who contribute to the well-being of our city and its residents;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of April 2024 to be designated as National Volunteer Month.

Passed this Wednesday, the 3rd day of April 2024.

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Myron Bailey
Mayor

City Council Action Request

7.A.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	City Council Special Meeting Minutes (March 20, 2024)
Staff Recommendation	Approve the March 20, 2024, Special Meeting Minutes.
Budget Implication	
Attachments	1. 2024-03-20 City Council Meeting (Closed)

MINUTES

COTTAGE GROVE CITY COUNCIL March 20, 2024

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING (CLOSED) - 6:30 P.M
St Croix Room

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a special meeting on March 20, 2024, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 6:30 p.m.

2. Agenda

A. East Point Douglas/Jamaica Project – Closed pursuant to Minn. Stat. 13D.05 subd. 3(b) attorney-client privilege to provide an update on acquisition and eminent domain litigation for the East Point Douglas/Jamaica project.

Mayor Bailey asked for a motion to close the special meeting pursuant to Minn. Stat. 13D.05 subd. 3(b) attorney-client privilege to provide an update on acquisition and eminent domain litigation for the East Point Douglas/Jamaica project.

Motion by Council Member Olsen, seconded by Council Member Khambata, to close the meeting at 6:34 p.m.

Motion by Council Member Olsen and seconded by Council Member Thiede to open the meeting at 6:45 p.m.

Minutes prepared by Tamara Anderson, City Clerk.

City Council Action Request

7.B.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	City Council Regular Meeting Minutes (March 20, 2024)
Staff Recommendation	Approve the March 20, 2024, Regular Meeting Minutes.
Budget Implication	N/A
Attachments	1. 2024-03-20 City Council Meeting

MINUTES

COTTAGE GROVE CITY COUNCIL March 20, 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 March 20, 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-Absent; 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; Pete Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Amanda Meyer, City Engineer; Mike Mrosla, Senior Planner; Brad Peterson, Captain.

4. OPEN FORUM

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

5. ADOPTION OF AGENDA

Mayor Bailey stated before we adopt the Council Agenda, I would like to remove Item 6A, which is the Beyond the Yellow Ribbon presentation, and add Item 14A, which is the Friends of Grey Cloud Litigation Workshop, which will be a Closed Workshop. That workshop is closed pursuant to Minnesota Statute 13D.05, Subd. 3(b) for Attorney-

Client Privileged Communication to discuss the Friends of Grey Cloud litigation. This meeting will be held in the St. Croix Room here at City Hall.

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

6. PRESENTATIONS - None.

7. CONSENT AGENDA

A. Approve the February 21, 2024 City Council Regular Meeting Minutes.
B. Approve the February 21, 2024 City Council Special Meeting Minutes.
C. Approve the February 12, 2024 Parks, Recreation, and Natural Resources Meeting Minutes.
D. Approve the issuance of rental licenses to the properties listed in the attached table.
E. Adopt Resolution 2024-044, approving the Joint Powers Agreement providing for the remote monitoring of Outdoor Warning Siren Equipment.
F. Approve the agreement with TargetSolutions Learning, LLC.
G. Receive the 2024 fuel pricing under State Contract Number 242575.
H. Adopt Resolution 2024-046 awarding the Citywide Stump Grinding Project to Haaven's Stump Removal for $3.50 per inch and authorize execution of the Agreement for Contractor Services.
I. Adopt Resolution 2024-045 awarding the Streetlight Wire Replacement Project to Killmer Electric for the amount of $93,900, and authorize the agreement for contracted services.
J. Approve Statewide Health Improvement Partnerships Grant Agreement for $23,000, to be used towards the implementation of the Meadowgrass Park Community Garden.
K. Authorize a Service Agreement with Musco Sports Lighting, LLC for the installation of a sports lighting system at Woodridge Park in the amount of $89,000.
L. Authorize the Service Agreement with MN Native Landscapes for open space native vegetation management for the amount of $6,660.
M. Adopt Resolution 2024-025 approving the plans and specifications and establishing an April 18, 2024 bid date for the Low Zone Treatment Plant and Public Works Utility/Engineering Building Fiberoptic Cable Project.
N. Approve the amended deferred assessment waiver agreements for parcels owned by Zywiec's as part of the South District Street & Utility Improvement Project.
O. Adopt Resolution 2024-047 rescinding Resolution 2024-030 and approving the Final Plat for Graymont Village Second Addition and the Development Agreement with U.S. Home, LLC and DRP MN 1, LLC.

Council Member Khambata wished to pull Item D, Rental License Approvals, on the Consent Agenda for a separate vote.

Motion by Council Member Thiede to approve the Consent Agenda except for Item D; second by Council Member Khambata. Motion carried: 4-0.

Mayor Bailey asked Council Member Khambata for the reason he is pulling Item D for a separate vote; Council Member Khambata stated it's because he has a rental license that needs Council's approval, so he will abstain from that vote.

Motion by Council Member Olsen to approve Item D on the Consent Agenda; second by Council Member Thiede. Motion carried: 3-0.

8. APPROVE DISBURSEMENTS

A. Approve payments for the period of 2-29-2024 through 3-14-2024 in the amount of $1,463,085.81.

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

9. PUBLIC HEARINGS

A. 2024 Pavement Management - Hold Public Hearing and Order Project
Staff Recommendation: Adopt Resolution 2024-050 ordering the 2024 Pavement Management Project.

Mayor Bailey read a statement: As you all know, the City held a Public Hearing on the 2024 Pavement Management Project on February 7, 2024 and ordered the project. However, it was later discovered that there was an inadvertent error in the Published Notice for that hearing; so, to be in complete compliance with the Notice Requirements in State law, we are repeating the Public Hearing tonight. Nothing has changed with the project or with the preliminary assessments. Tonight's Public Hearing was properly noticed in the official newspaper and written notices were provided to all property owners in the project area. The City staff's explanation of the project, documents and testimony that was presented on February 7, 2024 is hereby admitted to the record. All public comments made during the Public Hearing at the February 7, 2024 meeting are also hereby entered in the record. So, if you spoke at the February 7, 2024 meeting, your comments are preserved and you do not need to repeat your comments tonight; however, even if you did testify on February 7, anyone is welcome today to come to the podium and testify when we have the open part to the public meeting. I would like you to understand that this is not the time to object to the assessment; this is the time to object to the project. If you want the Council to vote no on the project, you may voice your position accordingly. If the Council votes no, then your road will not be improved and will continue to deteriorate. At this point, the assessment amount you received for your

property is preliminary in nature, but the statutory process requires the City to provide you with this estimate at this time. There will be another Public Hearing a few months from now when the Council will consider the actual assessment amounts. You will be given notice of that hearing and you will have the opportunity to object at that time in person or again in writing. At this hearing, the only item under consideration by the Council is whether or not they should order the project.

Amanda Meyer, City Engineer, stated as mentioned, I am not going to run through the entire presentation that we went through in early February, as that is being entered into the record. There are two recommendations before you with this item, and I will just reiterate this is for the Prestige Estates neighborhood, so, north of 80th Street, west of Keats Avenue. I do have the previous presentation from February if we need to go back to anything for questions. I'm here for questions, and I will leave the recommendations before you.

Mayor Bailey asked Council if they had any questions for staff:

Council Member Olsen stated one of the items that was commented on the last time we talked about this issue was the differences between various communities and the way in which they manage their assessment policies. Since that time, I've done a little bit of homework to better understand what some of our surrounding communities do; but I wanted to have one of you talk a little bit about what we do here in the City of Cottage Grove because there are definitely variables to the way in which assessments are managed community by community.

Engineer Meyer stated quite a few years ago, staff put together our Infrastructure Maintenance Task Force and came up with our Special Benefit Assessment Policy. It has been revised a couple of times in the last couple of years, but ultimately that document is what's guiding us for what Cottage Grove is assessing for and how those assessments are done. As we look at residential properties, it is one residential buildable lot equivalent; some cities do front footage or by acreage, but we look at every residential property as just one unit. Based on our policy, it is 45% of the Total Project Cost assessed against those benefitting properties. There's discussion in that policy regarding what's considered assessable work and those sorts of things. Does that answer your question?

Council Member Olsen replied it does, and I appreciate the fact that you brought up the percentage because that seems to be, at least in my studies of other communities, where the variables are. I don't pretend to know what their policymakers are using to ultimately determine how they want to move forward with their assessment policies, but here in the City of Cottage Grove, based on what you said, 55% of every road project that gets done is actually paid for by the general taxpayer. The properties that are listed under the Special Benefit Appraisal, they share that 45% of the assessable. So, they're certainly not paying 100%, they're not even paying half of what the project cost is. I know that you mentioned that there was a Task Force that came together several years ago, and I recall when that happened. I also recall that there's been some revisions relative to if somebody wants to perhaps pay this over time, what does the interest rate look like, that kind of thing. So, it's helpful I think to understand that we're not talking

apples to apples when we're talking Cottage Grove versus any other community. There's always a few differences that may impact the ending assessment number, but at least here in Cottage Grove 45% is what the assessable properties pay and 55% is what the taxpayer pays. So, thank you very much for clarifying that.

Council Member Khambata stated I just wanted to quickly kind of touch on the due diligence that we as a community do when we assess a road project or assess the need for a road project. So, could you just kind of touch on what core sampling was done and some of the steps that have been taken prior to this point to prolong the road and extend its useful life.

Engineer Meyer stated this neighborhood in particular is unique in that we actually had identified this previously as a neighborhood that was due for a pavement management project; unfortunately, at that time, that's when we started seeing that asphalt stripping occurring and that was a new thing. Even MnDOT and the Local Road Research Board hadn't started any research on asphalt stripping, how do we manage it, those sorts of things. So, actually, in about 2012, our Public Works Department did do a thin overlay of these roadways to help lengthen the lifecycle of this road to get us to this point. Holistically, as we look at our roadways, myself, our Public Works Director, our Street Superintendent, we're in the process right now of reviewing our roads as a whole; putting together a 10-year plan, taking a look at when were they last paved, when were they originally constructed, looking at some of the distresses. Within the last couple of years, we've started PASER ratings to understand sort of the degradation of that pavement and understanding is it more of a crack seal, is it ready for a Mill and Overlay, thin overlays, or full pavement management. One of the things we also started within the last three years is our Mill and Overlay program, again trying to help prolong the life of our roadways to more of that 40, maybe a little bit longer, with implementing those thin overlays instead of the sealcoat, as we were seeing some issues with sealcoat. So, we're constantly reviewing our streets. Our goal is to review a quarter of the City on an annual basis with those PASER ratings to understand how our streets are evolving over the years, and make sure that we're staying on top of our different maintenance options that we have throughout the community.

Council Member Khambata stated the objective of the Mill and Overlay is the roadbed itself is still structurally sound, but the top layer is starting to deteriorate; that's correct? Engineer Meyer replied yes, that is correct.

Mayor Bailey stated we did get some letters, and some of you I think are here, which is fine, but these will be entered into the record. I think there are six here that will be entered into the record for anybody that wrote those.

Mayor Bailey opened the Public Hearing. He stated this again is the time for anybody that wants to speak on this item, and we had two people who signed up out in the entryway, so I appreciate that, thank you. I'll first start with those two, and then if there are other people that would like to speak on this topic, they're welcome to do so.

Eli Weinmann, 9498 79th Street South, stated first of all, Council Member Thiede, I like that Cyclone shirt so we're hoping for some good luck in the tournament tomorrow. I just want to make a point that I think the project itself should be rejected, and I have a couple points here. I believe that it goes against the Minnesota Constitution, first of all, so Article 10 under Taxation states that the legislature may authorize municipal corporations to levy and collect assessments for local improvements upon property benefitted thereby without regard to cash valuation. So, in order for the Special Assessment to be valid, it has to have a special benefit for each property. I think that it's pretty easily proven that there's not a special benefit. I'll explain: The City has suggested that the only way in which we will receive a benefit is by an increase in property value. The increase in property value I'd say is questionable in itself, but let's pretend that it's accurate. If the nice, new, shiny road increases property value, then the opposite must be true as well; a worn-down road will decrease the property value then, right? So, a worn-down road will decrease the property value. So, let's pretend we went along with the plan, we got the road, and again let's just say that it's accurate and our property values increase by $6,700. That $6,700, that special benefit, is only realized if and when you would sell your house; otherwise, it's worthless. So, I assume the entire neighborhood is not ready to sell our homes come November. So, let's just say I wanted to sell my house in 20 years; what do we think the road will look like in 20 years? Judging by past history, the road will again look worn down, much like it is today. We've already established that a worn-down road will decrease property value. So, that $6,700 special benefit that was pitched in 2024 is now worth nothing in 2044. We pay for the City's roads based on a failed pretense of a special benefit that if it does exist up front will quickly fade away; there is no special benefit. I wanted to also bring up last time we were here, I think there was a good analogy, I think by Council Member Khambata, an analogy that I really like: So, he equated it to a kitchen remodel. He stated that if you redo your kitchen, the value of your house will increase, which I generally agree with, but let's equate that analogy to this example. In 1992, let's say I built a house, got a new kitchen, great looking golden oak, which is awesome; 30 years later, you decided to redo your kitchen. It was worn down, it was outdated, so you spend let's say $6,700 to redo your kitchen, and when you're done, your kitchen looks the exact same way as it is today. You've increased your property value by zero. That is the equivalent of this analogy. This is a maintenance project; I know it's a maintenance project because it states so in the City's own Special Assessment Policy for Public Improvements, Section 3, Subsection 1.3, it's called Full Pavement Replacement Major Maintenance. It's a maintenance project, it is designed nothing but returned to its original state when the neighborhood was built. The City Engineer's PowerPoint presentation calls it out as maintain infrastructure in good working order. So, it is a maintenance project. I've talked to a lot of neighbors, I didn't hear one person that was excited about this project and paying for the City's road. It's extremely unpopular, and like I said, I protest the project itself, it cannot legally move forward as a special assessment, and it should be rejected tonight.

Mayor Bailey stated I should mention that we'll gather the information from anybody that wants to speak this evening, and then I'll turn it over to our staff like we do, and they can respond to some of the questions or the comments that were made.

Jake Robinson, 9501 79th Street South, stated I'll just kind of piggyback off of what Eli said. We're replacing the existing road, but it's the same road. There is no special benefit to property owners. If anything, if you're going to call it an asset, it's a depreciating asset, as he said, it's going to be worth nothing 20 years from now when it depreciates back down where it is. I will say this: If the road factors into the home value, then I will assume that after the road is initially built in that neighborhood, that the property values of all of our properties had decreased every year as the road had depreciated. And if that happened, then I would welcome to see any documentation that the City or the County has to show that the condition of the road is factored into our market value of our homes when you guys determine our property taxes. I have my estimate for my home that I looked at when I bought it in 2018; the only thing that it talks about with that road is that it's paved, nothing about the condition of the road. So, I reject the project, I do not think it should move forward. Like all my other neighbors, I'm not interested in paying for the maintenance of a public road. Thank you.

Diann Schneider, 9528 79th Street South, stated I just have a couple of points, that I did call a realtor yesterday, and I had the opportunity to call another one today, and gave them a quick summary of what's going on here. Both realtors indicated to me that at no point in time do they ever tell a homeowner that a new road in front of their house is going to increase the property value of their home. They likened it to putting in a new furnace because your furnace is getting old, and you want to catch it before it breaks down. You may sell your home quicker, but you're not going to realize more money because you put $5,000 into a furnace or an air conditioner or some such appliance in your home. I don't believe that the City is meeting its definition of a special benefit, and I think the burden is on the City to prove that we are in fact getting a special benefit by paving our road. That's all I have to say, thank you.

Michael Gelao, 7860 Jenner Avenue South, stated I'm the only person that's ever lived on that property, and the roads were put in in 1995. I'm not disputing the fact that they need to be replaced, I'm disputing the fact that there's a special privilege or assessment because it's the City property. Like everybody else has said, over 30 years, every year it depreciates. So, by bringing it back to brand new, you subtract the 30 years of depreciation, now you're adding another 30 years on, we're at zero. Negative 30 plus positive 30, we're at zero. So, like I said before, I'm not disputing the project, I'm just disputing the fact of the assessment. Thank you.

Mike Sandidge, 7958 Jenner Avenue South, stated I agree with most of their points. I am curious, however, my biggest point is the financial burden you're putting on a homeowner. The money I see coming in from the special assessment, I work construction, I've worked construction for almost 35 years; I'm not sure where you're getting your bid, but it seems exorbitant. And you're telling us we're only paying less

than 50%? Unless you're doing major utility work, maybe get a couple more bids. Secondly, you're telling us that this will increase our property values, but yet our property taxes have gone up every year. So, if our property values have been going down, why are our taxes going up? Thank you.

Traci Norum, 9582 79th Street South, stated I just want to hit on a point and double down on that. Yes, it's true, Tony, we only have to pay 45%, which yes, is technically less than 50%; but let's be honest, it's pretty doggone close to 50%. So, what that means is when our house values go up because of this, supposedly, the City makes more money off of us because we pay higher taxes; which means that, yes, we're paying 45% of what's happening on our street that we never even asked to have happen on our street, but we're also putting into the pot that goes into everybody else's street. So, while yes, we're paying 45% of our own street, we're also helping pay for all of the other streets, right? Because our property taxes will go up. So, this whole project in the end truly benefits the City of Cottage Grove, not us as individual homeowners. At the burden of almost $7,000, which some of us probably have earmarked for, I don't know, college tuition at this same time. Thank you.

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

Mayor Bailey stated I'm going to turn to our staff, as there were a variety of different questions, but I know there was one about the legal State Statute or Constitution; City Attorney Kori Land stated it was the Constitution, one of my favorite things. Mayor Bailey stated, thank you, so I'll let our City Attorney talk through that one first.

Attorney Land stated thank you, your honor, and certainly members of the public, again, thank you for coming out. You're right that the Constitution does require special benefit when the City is using its taxing power. The special benefit is a fact question; you are right in raising it. This is not the hearing to do that; again, this is the hearing to raise whether or not the City should do the project. They're doing it under 429 to assess it, but this is not the time when you are actually being assessed; that assessment hearing will come in late Fall, and there will be another Public Hearing for that. So, if you don't want the project ordered, your street will stay the same. That's the decision that Council is making tonight. But the special benefit test is if you want to challenge your assessment at the next hearing, you file a Notice of Objection with the Council at or before that hearing, after you have the final assessment number. You submit that in writing before the Assessment Hearing. Then, if you perfect the appeal and it goes to District Court, that is where we will have the experts argue it out in court. You have the battle of the experts, I call it, for the Special Benefit Appraiser.

Now, someone mentioned that the real estate agent says there's no increase in value for having a shiny new street. Realtors are not appraisers. There are expert Special Benefit Appraisers that the cities will hire, and presumably, if you were to challenge your assessment, you would also hire. So, your honor, that is the place where the fact question will come out, whether the City has met its burden; because you're right, the City has to prove that the Special Benefit, or what your assessment is being charged, does not exceed what our appraiser says the Special Benefit value is. So,

we've done a preliminary assessment roll, we've asked a Special Benefit Appraiser to give us an estimate of what the special benefit is; but if we actually need to go to District Court on this, we will ask that Special Benefit Appraiser to do a full-blown appraisal, and they will have to justify their expert opinion on where the special benefit is and how much it is and why it is. So, again, that's a fact question to come out at that time. But this is simply the ordering of the project stage. Yes, we have to give you the preliminary number so you know how much it may cost you in the end, but this is not actually challenging the assessment itself. So, if there are enough no votes in the audience that you don't want the Council to order your project, then they won't. If that's their decision, that they want to see this street go into a continuous state of disrepair, that's the outcome.

Mayor Bailey asked City Administrator Jennifer Levitt if she wanted to take some of the other comments that were made.

Administrator Levitt stated thank you, Mayor, and members of the Council. The one comment that was made assumed that we had a bid, and I want to be really clear at this point, this is just an engineer's estimate. So, as Amanda said, we've taken cores of the street so we understand the pavement, the pavement section, what needs to be replaced, we've televised the sanitary sewer and the storm sewer, we've tested all of the gate valves, we checked all the catch basin structures. So, as part of this, just to be absolutely clear, it includes more than just the street; so, you're looking at sanitary sewer repairs, water, storm sewer, and streetlights. So, all of those things are in this project. Council, you know we are usually very conservative at this phase of the project because obviously we don't know where the bid environments are, you never know where our asphalt prices are going to come in when you go to bid. So, usually, we have a factor of safety in there in regards to a conservative value of estimating, just so that we don't unduly burden the residents with one number and then come back with a higher number. So, I think our track record speaks well for itself; usually, we start high and we come in lower. I'm not guaranteeing it in this case, but that's usually how we strive to do that. Council, once you order the project, then we will move to an actual competitive bid, and then we'll have competitive bids on all items, and we'll bring that back to you for consideration. If it is an outlier, and outside of our engineer's estimate, you have the ability then to reject all bids and have us rebid the project to ensure that we're within that margin that you feel comfortable with and how that affects the residents' assessment. So, I hope that answers the questions, but if there's anything else, we'll be happy to answer them.

Council Member Thiede asked how many homes are affected in this project.

Engineer Meyer replied there are 79 properties in this neighborhood.

Council Member Thiede stated I guess we've heard from maybe a half dozen of you. Again, I would say I'd certainly like to hear from, almost like a vote from the neighborhood or something like that. In a sense, if you all want to, its not like there's a collector road or anything, if you all want to live on bumpy roads and affect your vehicles and things like that, in some ways I feel that that's your prerogative. Obviously, if this had been done in 2012 or something like that, it would have been significantly less

because of the way costs have gone up and everything else, right? So, it's almost like one of those things, almost like insurance, where you hate to pay for it, and I'm certainly not looking for the time when my roads get assessed and have to be fixed either. I would say we're kind of following the general procedure that has been followed, and maybe we need to look at it and so forth, but I guess that's it.

Council Member Olsen stated just some general comments, not really directed at or to any specific element of the conversation, but one thing that we as Council Members often hear is the City should do this, the City should do that. And I want to reiterate to folks that all of us in this room who live in Cottage Grove are the City, every single one of us. I'm a taxpayer, you're a taxpayer, my kids go to school, your kids go to school. We are all the City of Cottage Grove, and the City of Cottage Grove, as an entity or as a local government unit, has assets that it has to protect. That's why we have a Police Department, that's why we have a Fire Department, that's why we have a Public Works Department; they protect our assets, they protect our properties, they protect our parks, they do all those things, and all of us, as taxpayers, pay into that. The City isn't some far away, distant guy behind some door that sits in an office; that's not who the City is, the City is every one of us. And, so, by extension, every one of us has a say, every one of us has an opinion, every one of us has a different way of looking at things, and that's what actually makes our City really strong. And we are very strong as a City; we have the second-lowest tax rate of any community in Washington County and have historically come in at that, second lowest property tax rate. The only ones who are lower than us, and there's only one, they get what's called Local Government Aid from the State of Minnesota, which by the way, we're all the State, too. So, they get taxpayer dollars from people who live in Virginia, Minnesota, in St. Paul Park, and in Newport. We get a tiny little bit of that, but we don't get much, but that's why they're able to have a little bit lower property tax rate. But other than that, we're the lowest, and that's because we're very careful with our dollars. And we also recognize that part of the responsibility of the local government entity is to ensure that every street in the City, which are assets, is in good shape because that's what allows us to have more people who want to live in our community and feel safe and comfortable. The last thing I would ever want is for one of my neighbors in the City of Cottage Grove to have a family member who is let's just say having a heart attack, and time is of the essence. And our Public Safety vehicles have a hard time getting to their house because their street is in disrepair. And you might say that that's a farfetched thing to talk about, but it's very true, and it happens in rural communities all the time where they don't even have paved roads; they have roads that have deteriorated to the point where they're basically gravel. And we could go that route, it's certainly not something I'll ever stand for in my time as a Council Member because I feel strongly enough about the safety and welfare of my neighbors, the value of our community as a community, not just a street or a neighborhood, but as a community that I want us to have the very best streets, the very best parks, the very best Public Safety personnel, the very best Public Works personnel, the best administrators who get things done for people, utility billing, etc. Because, again, we are all the City. And this is one of those things that nobody likes, and I've sat here at the Council dais on more times than I count and I've heard similar

commentary; nobody likes it. The Mayor had his neighborhood done here a few years ago, and it was a full reconstruct, and it was very expensive. He certainly doesn't get a discount because he's the Mayor, and nobody likes it, but it's a necessary thing and it's legal; it follows Minnesota Statute to the letter so feel free to argue that point, but I'm going to tell you right now, it's a losing argument because it is absolutely consistent with Minnesota State Statute and State law. And, again, it's necessary. I don't take it lightly that our Public Works team, our Engineering team do all kinds of scientific testing when it comes to ordering road projects. And they don't want to do a full reconstruction if they can help it, they want to do a much less expensive maintenance project, which is why we're now doing Mill and Overlays and different things. When it all boils down to it, if it needs to be done, it needs to be done. Just like maintenance on your house, just like maintenance on your car. It's never convenient, it's never something you want to do, but it's something that needs to be done. I appreciate the fact that everybody has shared their comments, and I appreciate the fact that this is a challenging circumstance, trust me, I do. Many of us have been through it ourselves, but it is something that at some point you have to do. So, it's pay me now or pay me later, but we have to do it as a community. Again, it's not just one person or two people sitting behind a desk someplace in a corner, hidden away, that make these decisions; this is the City and we are the City. And that's all I have, Mayor, thanks.

Council Member Khambata stated you know, we only have so many dollars to spend on pavement management every year, so there is a neighborhood that is next in line for next year and the year after that and the year after that. I know that for the second or third year in a row, I'm having potholes filled on my street, and I know that I'm not on the Mill and Overlay or the pavement management outlook for probably 8-or-10 more years. So, if 79th Street doesn't want their road paved, I'm sure there's another neighborhood that would love to be moved up on the calendar. So, I don't know if that's an option to rework our management strategy, but if there's this strong of opposition and they truly want to live with what they've got for a few years longer, and we can circle back in a few years and hopefully the bid prices are lower, unlikely but possible. You know, eventually it's going to come back up for pavement management at some point, but I'm open to tabling this and adjusting the management project for the upcoming year if they feel that strongly about it. But the likelihood that it's going to be cheaper in the long run, unlikely. So, if it were me, and it was my street up for maintenance, I would jump at the opportunity to get it done now versus 3-or-5 years from now, just seeing the way that all of our bids for any infrastructure project that we've had come up, which we use the Rule of 3: We take bids, we go with the lowest, best bidder in every instance, they've gone up every year. I don't project that they're going down for anybody or any project in the future, so I think that would be a poor course of action, but I'll just throw that out there. If 79th Street doesn't want to get done, and the rest of the neighborhood does, and they can justify coming back and potentially having this be a larger cost burden down the line, maybe they don't live there anymore, maybe they don't care. I'm open to Public Works revamping our management strategy for 2024, but I don't think it's going to be a good outcome for this neighborhood if they do that.

Mayor Bailey stated a couple things that I'm going to just share with the public. So, first of all, I know, Council Member Khambata, I know what you're saying there, but I don't think if I'm listening to those in the audience here, I don't think that they don't want their street done, they just think the City should pay for all of it to be done. Okay, and I'm seeing a lot of nodding heads, well, maybe not over here. But here's my point: Many, many years ago, we put together a Pavement Management Task Force, which involved citizens, similar to yourselves out there, right, as well as some of our commissions, and they came up with this particular process that we have. My personal opinion would be, and we've actually talked about this from a staff standpoint, and that is we have been doing projects using this formula and process now for I don't know how many years. Ryan, can you even tell me how many years, or Jennifer? I'm just curious. My point of it, the reason I'm bringing this up is what I hear from you, and I'm going to say this with all due respect, is you want the rest of the citizens in Cottage Grove to pay for your road when the rest of the citizens had their road paid for, that they had to be assessed a certain amount, when you actually helped, depending on when you've lived here, you helped pay for part of their road, which makes up the 55% that is the City, and then we do that every year. So, every year we continually bring more roads that based on feedback and based on data, we don't just do a road for the sake of doing a road. As a matter of fact, in this particular case, if you recall, we did a Mill and Overlay because we said we think there's more time in your particular road. And so we had our own staff go out and it didn't cost you guys any assessments or anything like that with regards to the Mill and Overlay process. So, I wanted to bring that up as a point. Maybe at some point, again, this is my philosophy, you know, once we've made the complete round where everybody paid the way the system is laid out right now, then I'd go, let's take a look at it. But I will share this with you, when that day would come, if it would come, your taxes are going to go through the roof, everybody's taxes are going to go through the roof, and that's what we're dealing with here. It isn't that we can't not do roads, we need to do roads, and the fact is the process that we have put into place means that because the road in front of your house is more likely used by yourself, that's where this process is broken out between what we as a City as a whole benefit from the City and then you benefit because the road in front of your house is in better shape. Now, whether you want to disagree or agree with the assessment value of that, I'll leave that up to our experts, to be honest with you. I will tell you, and I brought this up at the last meeting, and it was mentioned just a little bit ago about my road; I do know there was a Council at one point in time and I was not on the Council at the time, that had an uproar of citizens in front of the Council. I think that was the first time and the only time that that particular Council said okay, we won't do the road project. And then you fast forward to it got back into the cycle, and my charge, because it was neighborhood before I even lived there when it was a no, doubled in price. It absolutely doubled in price because as the road continues to deteriorate, it's going to get worse and it's going to cost more to fix it. I'm just telling you the way it is, that's what happened in here, it's the only time that I've noticed that the situation has ever been declined, if you will, and those residents were not happy to have to pay the higher rate when they knew X amount of years earlier it was half the price. And, so, whether it's the inflationary factor or not, I just wanted you to be aware of how we get to the point of the assessment process between

what individual homeowners in neighborhoods pay versus what the rest of the City pays. I just wanted to put that out there because I don't want you to think that we're just willy nilly doing this thing. As it was mentioned earlier, we have core samples of your neighborhoods and I did hear most of you were saying that you believe that the roads need to be done, but you think the City should be doing it versus you guys having to pay, other than paying it from a City standpoint.

A gentleman wanted to ask a question, as he stated he was a little confused. Mayor Bailey asked him to come up to the podium real quick to speak.

Tim Buchal, 9476 79th Street South, stated I'm a little confused. There was a guy walking around my neighborhood, taking pictures, and I asked him what he was doing, and he said he was taking pictures of my driveway and the curbs because they were only going to do blacktop. So, my understanding was our street was just going to be blacktop; now it sounds like we're getting sewers, electrical, is that right? Am I missing something? I just thought it was a road project and the guy told me we're just doing blacktop, no curbs, no nothing. And, so, that's why I'm thinking that assessment is high for just blacktop.

Council Member Olsen stated that may have been a blacktop contractor or one of the potential blacktop contractors because we hadn't taken bids yet, but when we do these road projects, Amanda, please share what that entails.

Mayor Bailey stated that's a great question, I'm glad you got a chance to ask it, thank you.

Engineer Meyer stated the proposed work for this neighborhood is full pavement replacement, full curb replacement. There are some minor utility repairs, so we're looking at lining some storm sewer, working through some of the structures if there's any infiltration happening in the barrel sections, taking a look at the castings. As City Administrator Levitt alluded to, we're also checking valves for the watermain and then reconditioning the hydrants as well. Related to the streetlights, the wire is direct bury. I know this was a question at the last meeting, and since then, Council Member Olsen, one of the other pieces with the direct bury is in that freeze-thaw cycle that direct bury wire is more susceptible to break. So, by putting it in conduit with this project, it's easier access for maintenance, reducing breaks, and then also looking at upgrading the lighting to be more consistent with the neighborhoods across the community. So, I think that's a pretty good summary of the proposed improvements for this neighborhood.

Council Member Olsen stated with respect to what you just discussed, can you share a little bit about how each of those specific elements are funded.

Engineer Meyer replied right now, as City Administrator Levitt alluded to, we did a feasibility report and looked at the neighborhood as a whole, the proposed improvements, and then we estimate the Total Project Cost. Then we do take a look at the 45% of the Total Project Cost assessable against those 79 properties throughout the community, with that third-party Special Benefit Appraisal ensuring that the calculation, based on the Infrastructure Maintenance Task Force calculation, that we're staying underneath that Special Benefit Appraisal.

Administrator Levitt stated well, Mayor, Members of the Council, one thing I just wanted to add because I wasn't sure, for example, if we addressed everything that Council Member Olsen asked; specifically, the other 55% is being borne by our utilities: our Storm Sewer Utility, our Sanitary Utility, our Water Utility, and Streetlight Utility. So, those additional funds are what picks up those 55%.

The one thing that I did want to make sure that I got into the record for you guys is just the reminder that by State Statute it has to be a 4/5 vote; tonight, since you are one Member short, it will need to be a unanimous vote for you to order the project.

Mayor Bailey thanked Administrator Levitt for the update.

Motion by Council Member Olsen to Adopt Resolution 2024-050 ordering the 2024 Pavement Management Project; second by Council Member Thiede.
Motion carried: 4-0.

Mayor Bailey stated as it was shared with you from a staff standpoint, at our next meeting or the next couple meetings, we will obviously have a bid process that will come through. Once we get the bids, there will be a selection process, and as was talked about earlier, it will come back before the Council. I happen to know specifically one of the neighbors in your neighborhood over there, not that he has to be the one that I go to, but if you're interested in knowing what that bid amount is, you can obviously check online. You're also fine to reach out to me or any of us would be more than happy to share with you what that final bid cost would be if you're concerned about where that number may come in at. But, again, at that particular point, then the Council would either accept the bids, reject the bids, maybe send it back; there are variety of different options that may happen at that time. All right, thank you for coming tonight.

10. BID AWARDS

A. 2024 Mill and Overlay Improvements - Bid Award and Joint Powers Agreement (JPA) with St. Paul Park
Staff Recommendation: 1) Adopt Resolution 2024-049 awarding the 2024 Mill and Overlay Project to Bituminous Roadways, Inc. for the base bid amount of $1,207,693.20. 2) Approve the Joint Powers Agreement with St. Paul Park with minor modifications by the City Attorney.

Engineer Meyer stated all right, this is the 2024 Mill and Overlay project Bid Award; so, just to remind you, we're back in that Thompson-Grove area, finally finishing out the third year to get this neighborhood completed. Two unique pieces to this project: 1) There is a short segment of 85th Street that's actually on the border between Cottage Grove and St. Paul Park, so there is some cost share with St. Paul Park. 2) The other piece of Glenbrook, just north of 82nd Street, we have a two-inch watermain that's CIP pipe; so, it's not something that's typical in our system, we're looking to remove that and replace it with six-inch ductal, add a hydrant for flushing, and be more consistent with our water system.

So, as we look at bids, we got seven bids we opened on February 29; the Engineer's Estimate was just over $1.4M and actually that falls right in the middle of those bids, which is good to see. Our low bid was from Bituminous Roadways at $1,207,693.20; they actually did one of the other Mill and Overlays in this neighborhood, so they're very familiar with the area and we had a good experience with them. Based on that low bid, we're looking at a cost share with St. Paul Park of just under $22,000; we will add an administration fee percentage to that since the City is doing that contract administration for them. I wanted to mention with that watermain piece, there is some funding coming from our Utility Fund for that piece of the project.

So, with that, there are two recommendations before you; because of that shared street segment with St. Paul Park, there is a JPA that we're looking to execute. I'll stand for questions, and the recommendations are before you.

Mayor Bailey asked Council if there were any questions:

Council Member Khambata stated my question was regarding the second recommendation, which is regarding the Joint Powers Agreement with St. Paul Park with minor modifications by the City Attorney. What variables are potentially going to be modified.

Engineer Meyer replied the reason for that language is St. Paul Park is also still reviewing the JPA, and they have not technically approved it. Minor modifications we would look to City Attorney Land to provide some guidance; if there are any major word changes, those would come back to Council, but the dollar amounts are set based on construction costs, so that would not be different.

Council Member Khambata stated so, anything that would substantially change or modify the City's obligation or financial burden would come back for a vote.

Engineer Meyer stated yes, that's correct.

Motion by Council Member Thiede to Adopt Resolution 2024-049 awarding the 2024 Mill and Overlay Project to Bituminous Roadways, Inc. in the total amount of $1,207,693.20; second by Council Member Khambata. Motion carried: 4-0.

Motion by Council Member Khambata to Approve the Joint Powers Agreement with St. Paul Park with minor modifications by the City Attorney; second by Council Member Olsen. Motion carried: 4-0.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata stated I would just like to commend all of our City staff on their hard work, keeping our meetings running smoothly and keeping our City running smoothly.

Council Member Olsen stated a couple of things here: First of all, for those of you who are in the Easter spirit, which I believe many of us have been with the nice early Spring

weather that we experienced here over the last couple weeks, although it sounds like that's about to change, we do have our annual Cottage Grove Lions Easter Breakfast this coming Sunday at the VFW Red Barn here in Cottage Grove. The event starts at 8:00 a.m. and it goes until noon; the cost to attend this event is $12 per adult, $8 for kids. This is a wonderful opportunity to come and enjoy an absolutely delicious breakfast: Pancakes, eggs, sausage, biscuits and gravy, etc. You also have the opportunity to meet the Easter Bunny at no extra charge and get pictures with the kids, etc. So, please come join us on Sunday, we would very much like to see you there. Again, the Cottage Grove VFW, it starts at 8:00 a.m. and goes until noon.

Council Member Olsen stated I also wanted to mention that the Lions have their annual Scholarship Program out now. It is available for graduating seniors at East Ridge High School and at Park High School. You can get information on these scholarship opportunities through the guidance counselor office at the high schools, or online; you can look at our Cottage Grove Lions page, and I also put it out on my personal Facebook page today. That scholarship is a $2,000 scholarship for the students who are ultimately selected, and we have five of those available; so, we would love to have as many really, really good scholarship applications as possible. The deadline to apply is April 10 for the Cottage Grove Lions Scholarship Program.

Council Member Olsen stated the last thing that I wanted to mention is I believe, Mayor, correct me if I'm wrong, is this Friday the last Fish Fry at River Oaks; Mayor Bailey replied, no, there's one more, on Good Friday. Council Member Olsen stated I'm going to tell you right now make your reservations and get down there because it's absolutely wonderful. We have a great crew down there at River Oaks, they do a really nice job, but it fills up fast, so you need to make your reservations to come down for the Fish Fry pretty quickly. It's just a delicious opportunity to enjoy a Fish Fry with your friends here at a wonderful facility, River Oaks. So, we actually have two Fish Fry Fridays left, and you can make reservations either by contacting River Oaks by phone or if you go online to the River Oaks Municipal Golf Course page, there's a link there where you can actually make your reservations online as well.

Council Member Thiede stated I guess I don't have much, just that we're going to have something that's a little more unusual this weekend, maybe; usually, if the weathermen get all excited about it, it doesn't happen, but so just be safe out there. We haven't had a whole lot of snow this year and so forth, but I guess it'll keep you inside and you can watch the Iowa State Cyclone boys advance in the tournament. And look at the Gophers, the Gophers won last night in the secondhand tourney, but hey, it's still fun, right?

Mayor Bailey stated so, I have three things: One, real quick, to kind of piggyback on the snow comment only because we've not had it, right? Because they're talking snow, maybe as early as Thursday night into Friday, 2-to-5 inches, maybe, who knows, and then Sunday could be a whopper, depending on who you listen to. The only reason I'm bringing that up is do remember don't park in the streets because our plows need to get

through the streets; and I know myself, my wife's been parking her truck in the street right now and we've been okay, we bought a new trailer, so, yes, we're going to have to figure that out. The point of the matter is please make sure you move your cars off of the streets so our plows can get through during this snowfall. Hopefully, it won't happen, like you said, maybe it will quit.

The other item I wanted to mention real quick is another positive thing, and that is every year, other than Strawberry Fest, a few weeks after Strawberry Fest, we have the Fourth of July fireworks show. The day event with the Fourth of July fireworks show is the Cottage Grove Lions putting on some family fun events there. What I do for the Lions is I do reach out to some of our local businesses to see if they'd be willing to be a sponsor of the Fourth of July fireworks. So, as we get a little bit closer here, for the next couple meetings, I wanted to share with you I already have two sponsors; my goal is to have companies donate $5,000 towards the fireworks so it will be a $25,000 fireworks show. I've already had responses back from two businesses that are returning from last year, Tennis Sanitation, Willie reached out to me right away and said absolutely, he'd do it, and then also NorthPoint, which is the big developer in our Business Park right now. It's not that the other ones aren't, it's just we're working through that process, and there's another one that just reached out to me, so it could be more than $25,000. I just want to thank both Tennis Sanitation and our partner in the Business Park, NorthPoint, for contributing to what will be a fantastic Fourth of July celebration with some amazing fireworks.

Council Member Olsen stated thank you, Mayor, for your help with that, our Lions Club appreciates it very much. Mayor Bailey replied yep, not a problem.

Mayor Bailey stated and then I'm going to get on a serious note, and staff's going to go, oh, my gosh, I'm bringing this up. I know we still have a few people kind of standing out in the hallway, so I'm going to mention this, and maybe they'll hear it, too. Up at the Capitol right now, there is an Omnibus Zoning Package that is going through the House and it's going through the Senate. The Senate File is 1370, and the House File is 4009. Now, some of you might be wondering why am I bringing this up, and the reason I'm bringing this up is because this particular Omnibus Zoning Package, if it were to pass and be signed by the governor, will dramatically change how cities can manage their housing. And some of you might think, oh, it means less housing or maybe not as much housing, and I'm telling you it's completely the opposite. The way it's written, as it is today, if you or I, as a single-family homeowner, lives next to somebody who decides to sell their property, and a developer comes in and says I want to put in a six-plex, they can put in a sixplex right next to your single-family house. And we can't stop it, we can't tell them what they can do for what their house has to look like, we can't require them to have parking on site, which means they'd be parking on the streets. It completely circumvents the City's ability to properly zone and manage what I think all of us would want to have managed in our community. We're not the only City fighting this; every other city in the State of Minnesota, through all the different agencies and groups is doing this. The reason they're doing this, if you will, maybe isn't the wrong reason; if you look at what the core was, it was to create more affordable housing, but the way they're doing it is not, in my opinion, the right way. And, so, what I do encourage you to do is

please call your local representative, whether it's the House or the Senate, you can look them up at the Capitol or anybody else that you want at the Capitol, or even the governor, and share with them your displeasure at what could happen literally in every neighborhood here in Cottage Grove and every other city in the State of Minnesota. So, again, it's the Omnibus Zoning Package, Senate File 1370 and the House File is 4009. So, I don't think ever I have actually made a statement like this before, but this is so out of reality, in my personal opinion, I would absolutely think it would be nuts. It'd be like putting it down where you live, in a nice area, or where we live, or you live. It's just unbelievable.

Council Member Thiede stated we have an association, Mayor Bailey stated it doesn't matter. Council Member Thiede stated I don't know, Mayor Bailey stated it doesn't matter.

Council Member Olsen stated my understanding, Mayor, is that the League of Minnesota Cities and Metro Cities are both lobbying against this; have you heard the same? Mayor Bailey stated yes, heavily.

Council Member Thiede stated it does sound pretty ridiculous. Mayor Bailey stated it is, and there literally is no, it isn't that you have an association, they can stop it, I mean, because they can't stop cities.

Council Member Khambata stated St. Paul removed the parking requirement on multiunit housing several years ago, if you want to look at like a case study on this, and it has exacerbated their parking because then it's street parking, right? Mayor Bailey stated yes. Council Member Khambata stated it's the same scenario; somebody comes in and replaces a fourplex or a sixplex with an 18-or-20-unit apartment building, and now they can cover every square inch with housing because they don't have to accommodate parking anymore. So, now you've got affordable housing, and their justification is well, it's low-income housing, and those people are going to ride the bus. Well, that's not the reality for most people, even in those scenarios, and then it greatly affects and disrupts the other parts of the neighborhood. So, as frustrating as our parking requirements are in development, it's with that orderly process in mind. I know that the State and Minneapolis and St. Paul associations are all advocating against those for similar reasons, is that they want to keep the authority local because every city is different and every city has different needs. And, you know, in areas where you have mass transit that can accommodate, removing that parking requirement might be feasible; in areas where transit is lacking, like the suburbs, that can be problematic. So, for that reason we're trying to keep the control local so that we can manage our needs individually.

Mayor Bailey stated absolutely, and I would just mention, my last comment on this is staff and myself, on behalf of the City, did send letters to all of our representatives up at the Capitol to express our desire to vote against this particular bill and advocate against it. Some of the responses received so far have been very good, in agreement. We haven't heard back from everybody yet, but again, if you are passionate about this and want to make sure that local control manages this process, please reach out to your House or Senate leaders.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC - ST. CROIX ROOM

A. Friends of Grey Cloud Litigation Workshop
Staff Recommendation: Workshop closed to the public pursuant to Minnesota Statute 13D.05, Subd. 3(b), Attorney-Client Privileged Communication.

Mayor Bailey stated I will mention this one last time: The meeting will be closed, per Minnesota Statute 13D.05, Subd. 3(b) for Attorney-Client Privileged Communication to discuss the Friends of Grey Cloud litigation, and I believe that will be in the St. Croix Room. With that, we'll be adjourning in there; otherwise, everybody have a great evening and Happy Easter.

Motion by Council Member Olsen, seconded by Council Member Khambata, to close the meeting at 8:11 p.m.

Motion by Council Member Thiede, seconded by Council Member Olsen, to open the meeting at 8:53 p.m.

15. ADJOURNMENT

Motion by Council Member Khambata, second by Council Member Olsen, to adjourn the meeting at 8:54 p.m. Motion carried: 4-0.

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

City Council Action Request

7.C.

Meeting Date	4/3/2024
Department	Community Development
Agenda Category	Action Item
Title	Planning Commission Meeting Minutes (February 24, 2024)
Staff Recommendation	Accept and place on file the minutes from the February 26, 2024, Planning Commission meeting.
Budget Implication	N/A
Attachments	1. PC Minutes 2024-02-26

City of Cottage Grove
Planning Commission
February 26, 2024

The Regular Meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, February 26, 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, Jessica Fisher, Evan Frazier, Eric Knable

Members Absent: Ken Brittain (Excused)
Derek Rasmussen (Excused)
Emily Stephens (Excused)

Staff Present: Emily Schmitz, Community Development Director; Riley Rooney, Associate Planner; Tony Khambata, City Council Liaison

Approval of Agenda

Knable made a motion to approve the agenda. Bhat seconded. The motion was approved unanimously (4-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 Lot Split at 9826 East Point Douglas Road - MS2024-006

Al Stewart has applied for a minor subdivision to subdivide the existing 13.95-acre parcel located at 9826 East Point Douglas Road into three separate parcels. The applicant is proposing to: Retain a 3-acre parcel for the existing R-1, Rural Residential, property; Dedicate a 2.48-acre parcel along East Point Douglas Road for right-of-way; and an 8.48-acre parcel

to be acquired by Washington County for the expansion of the Cottage Grove Ravine Regional Park.

Rooney summarized the staff report and recommended approval subject to the conditions stipulated in the staff report, along with a further condition she spoke about.

Fisher asked so the right-of-way that's being dedicated, is that because that road is going to be reconstructed and widened or is that just a technicality to dedicate that way? Rooney replied yes, typically with any kind of developable parcel at the point that there is a development on the land later, they include that as part of the right-of-way so that could potentially be a road reconstruction, but she deferred to Schmitz for that answer. Schmitz clarified as a part of lot splits or developments of parcels and properties, we always try to acquire that right-of-way. As we think long term, at such time we might need to improve or expand those roadways, so we do acquire that right-of-way when or if we can.

Frazier asked if at this time there was anything the applicant would like to add.

Al Stewart, 9435 Kimbro Avenue, Cottage Grove, stated no, I didn't really have a lot to add. When I purchased the property, I intended to try to let the county buy everything but the three acres, and I worked with Emily on that. I did know that we could divide, there would be an additional three lots, but we chose not to. I know we'd make more money on that, but ultimately, I would like to see the county have that and they were real nice to work with. The Bailey Nursery farmers are renting the house seasonally, for six months out of the year, and then it sits empty. I'm still personally maintaining it, so eventually it'll end up into the park. I kind of made a deal with the park on it, so that's where it's at.

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

Fisher stated it seems pretty straightforward to me.

Frazier stated I agree. I'm glad that it's working where the county is getting what they would like, we're getting our right-of-way so we can make sure that in the future, if we need to get to things, it's going to work out, and it sounds like the property owner is on board with it, too.

Fisher made a motion to approve the minor subdivision to create three parcels at 9826 East Point Douglas Road South, subject to the conditions stipulated in the staff report, with the added condition that Rooney spoke about. Knable seconded. Motion passed unanimously (4-to-0 vote).

Approval of Planning Commission Minutes of January 22, 2024

Knable made a motion to approve the minutes of the January 22, 2024, Planning Commission meeting. Fisher seconded. Motion passed unanimously (4-to-0 vote).

Reports

8.1 Recap of February City Council Meetings

Schmitz provided a summary of actions taken at the February 7 and February 21, 2024, City Council meetings.

Khambata stated it's really nice to have a short meeting every once in a while. First of all, I'd like to congratulate Evan Frazier on his reappointment as Chair of the Planning Commission; I extended that offer, and he accepted. I look forward to having you in that position and offering sound guidance for several more years. Khambata stated other than that, I'm open for questions; none were asked.

Frazier asked Schmitz about the Mississippi Dunes Park, as there was discussion about if it was a neighborhood park or a community park; do we have a timeline yet on when some of the park amenities will be down there. Schmitz replied we're just in the beginning stages of the more detailed planning process for that active portion of the park; as you recall, there are about 20 acres that have a restricted covenant, so more passive uses, not a whole lot of activity or improvements will be happening there. That planning process will probably take the better part of a year, so we maybe wouldn't see anything huge happening down there until after that time.

8.2 Response to Planning Commission Inquiries

None.

8.3 Planning Commission Requests

None.

Adjournment

Bhat made a motion to adjourn the meeting. Fisher seconded. Motion passed unanimously (4-to-0 vote). The meeting was adjourned at 7:13 p.m.

City Council Action Request

7.D.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	Public Services Commission Meeting Minutes (January 8, 2024)
Staff Recommendation	Approve the January 8, 2024, Public Services Commission Meeting Minutes.
Budget Implication	N/A
Attachments	1. 1-08-2024 Public Services Commission Meeting

City of Cottage Grove
Public Services Commission Meeting
Cottage Grove City Hall Council Chambers
January 8, 2024, 7:00 p.m.

The Regular Meeting of the Public Services Commission Meeting was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, January 8, 2024, in the Council Chamber and telecast on Local Government Cable Channel 16.

1. Call to Order

Chair Lisa Kons called the Public Services Commission meeting to order at 7:00 p.m.

2. Pledge of Allegiance

Chair Kons asked everyone to stand and recite the Pledge of Allegiance.

3. Roll Call

Roll Call had been taken. Commissioner Moyer arrived late, after Roll Call was taken.

4. Approval of the Agenda

Commissioner Tracy Jenson made a motion to approve the agenda; Commissioner Nate Lotts seconded. Motion carried: 6-0.

5. Approval of Minutes

A. Approve minutes from the November 20, 2023 meeting.

Motion by Vice Chair Ron Kath to approve the November 20, 2023 meeting minutes; Commissioner Jenson seconded. Motion carried: 6-0.

6. Presentation - Ravine Parkway Rectangular Rapid Flashing Beacons

Staff Recommendation: Receive information on the Ravine Parkway RRFB requests and provide feedback to staff on recommended installations.

Ryan Burfeind, Public Works Director, spoke about a handful of requests that they've gotten on Ravine Parkway, for some enhancements to crosswalks. This is the section of Ravine Parkway, from Jamaica Avenue to Keats Avenue. That was the park that was built in 2018 and opened in 2019. The specific request is for Rectangular Rapid Flashing Beacons (RRFB). We have these at a few different locations around town and displayed a photo of the one at Woodridge Park, 90th Street and Keats Avenue. There's also one at Hinton Avenue, off of 70th Street, and on Jamaica Avenue and 80th Street as well. This is an enhanced version of a crosswalk, just to draw more attention and make drivers obey the law of stopping when a pedestrian is in the crosswalk. The RRFBs are fairly expensive, can range between $10,000-$20,000 per installation; that depends upon what the existing concrete pedestrian ramps are like. Once you put in a RRFB, there are specific ADA requirements that have to be met; sometimes we find the pedestrian ramps don't meet those, so we have to do all the concrete work, in addition to buying and installing the device. They have gotten a lot easier over the years because now they're solar and Bluetooth, so they

have to be connected and they need power. We used to have to run power to them and then have a wire under the road to connect them, so that new technology has been a good improvement, but they still come with quite a cost. When we find locations and get a request, there's an initial staff review to see if MnDOT recommends something like this be considered. If it is recommended, we want to bring it to the Commission to get more feedback. Typically, the next step would be to bring it to City Council at budget time, trying to budget for something like this if the Commission has a recommendation to move forward with one or both of these. Usually, we look to do about one per year; obviously, if something is very important and necessary, we can always talk to the Council about more than one, but that's what we'd look to do.

Director Burfeind stated when we look at how we install these, it's all about the roadway characteristics. On Ravine Parkway, the traffic count actually isn't extremely high, it's about 1,000 vehicles per day. For a neighborhood collector, that's a little bit on the lower end, but we know it's going to grow over time, the area is developing, and that's definitely not the highest it will get. Other roads in town, like Hillside Trail and Indian Boulevard, those range from 2,000 to 4,000 for a collector roadway. So, that's getting to be more of the higher traffic amounts, it is a higher speed limit; a lot of our collectors when there are homes on them, which Ravine Parkway doesn't have, have a speed limit of 30 and Ravine Parkway has a 40 MPH posted speed limit. It is a two-lane design, just one lane in each direction with that median, and there are turn lanes at every intersection. He displayed an updated aerial photo to show the two locations that have been requested:

1) The first one is by the new Glacial Valley Park, and that park will actually be under construction this summer. Some of the driving factors for those requests have been twofold:

- There are townhomes to the south being built, and there are even more homes south of that, so, probably several hundred units of housing that may want to walk there. Especially because townhomes don't have as much room around their homes to play, so residents may want to go to the park instead.
- The parking lot at Glacial Valley Park, even though its as big as we could fit with all the amenities, there's concern that if you have overlap of a bigger rental at the new building, and maybe a tournament, there may need to be some parking on Joliet Avenue. So, actual users of the park would potentially cross Ravine Parkway on those busy times.

2) The second one is two locations by Military Trail that crosses Ravine Parkway. That's a trail corridor that will run from Keats Avenue up to where Military Road and Jamaica Avenue come together; its that kind of historic Military Trail corridor that we're developing as Military Road is removed.

One of the tools used by staff is from the MnDOT Traffic Engineering Manual for Pedestrian Facility Treatments. That looks at what's the speed limit, what's the vehicle ADT (average daily trips), how many lanes are crossing, and that's where it talks about considering doing something like an RRFB; it doesn't mean you shall put it in, but MnDOT says you can consider it. So, that's what we look at.

<u>Location #1-Glacial Valley Park</u>: He displayed a photo of that area. You can see its got a median, but being at an intersection, it has a marked crosswalk today. State law says at an intersection, pedestrians can cross. So, you don't see the signs here because its already a legal crossing point, and we typically don't do those signs at intersections. There are four lanes to cross, technically, because there are two turn lanes; this kind of acts like a three-lane section in terms of having two turn lanes and a through lane each direction, but there are four lanes of traffic to cross here. Based on that MnDOT guidance and the traffic counts, it says that an RRFB could be considered. That would be something that would work here and could be justified. If the speed limit is 45 MPH or greater, MnDOT says not to install that type of device.

One unique thing is the park isn't fully open yet, but it will be this year; so, we don't know what that use is going to be and we don't know if there will need to be parking on the south side; there is a lot of thought that there will be, but that hasn't happened yet. So, this is sort of trying to be proactive instead of reactive if something like this were installed.
Location #2-Trail Crossing: He displayed one photo, noted the other side is very similar to this. This is what we call a mid-block crossing, so its not at an intersection. It has the markings and one sign showing that the crosswalk is there. Because it is only one lane in each direction, MnDOT guidance wouldn't necessarily recommend an RRFB. It's not that you couldn't put one there, but as its only one lane, that might be a little too much. Its more than what you need at this type of location, but we have gotten several requests and questions about it, so he wanted to bring it to the Commission to consider. Another option would be a pedestal-style sign; those are quite often put on a centerline of a road so you can see the sign and you can see the markings. We could also possibly add another pedestrian sign on the other side so they'd see two signs pointing down, instead of one.

Director Burfeind stated he'd be happy to get any feedback or discussion from the Commission.

Commissioner Jenson asked when is the planned connection for Ravine Parkway to connect over to Hinton.

Director Burfeind stated that's a good question, we're asked that a lot. So, there are two undeveloped parcels there, but this is all development driven. So, you'll see that Right-of-Way obtained and the road built when they develop. There's always been a lot of interest in the Wolterstorff parcel over the last ten years, but there's a lot of bedrock in it and other challenges that have made it difficult to develop.

Commissioner Jenson stated she assumed the traffic volume would definitely increase at that point, which Director Burfeind confirmed.

Vice Chair Kath stated he can definitely see having the one by the park for sure. For the other one, first of all, we have the MnDOT recommendation that it really isn't needed. His fear is if we were to put one there, there's a lot more crossings as you continue west on Ravine that are kind of similar to that. So, we're going to get more and more requests, and you're going to have them all along Ravine, the whole way then. So, he would not recommend one at that second crossing, but certainly would support the one at the park as he can see the need there.

Director Burfeind stated one thing he should have mentioned was if you chose the trail crossing, we'd actually have to install two RRFBs, to serve this one section of road.

Commissioner Jenny Olson stated she thought installing a second pedestrian sign at the trail crossing would be very helpful. It would definitely draw more attention to that. Also, its one lane, you're not worrying about any passing traffic; she thought there was a lot less risk there, if you will, than the other location. She agrees with Vice Chair Kath that the first location would definitely be an area where we're going to see a lot of traffic at that park.

Chair Kons stated she liked the idea of being proactive as well. There's going to be more housing and more people, and it's going to take time to be implemented and budgeted for, so she thinks it's a good idea.

Commissioner Nate Lotts stated he's going to be biased because he lives right by it. One of the things with the second intersection is if you're coming left to right on that trail, oftentimes traffic, either direction, doesn't look for you. So, if you're running, they don't stop. He asked how much is a stationary sign, like the one that's there.

Director Burfeind replied the stationary signs we actually do ourselves; so, the sign is actually not a huge cost, probably about $100 in material, and then we install that with our own staff.

Commissioner Lotts stated he would still say putting a stationary sign in there, at a minimum, should be done. But the park, the parking lot is smaller than we wanted it to be, he thinks we're going to have a lot of people parking on the other side of the road. So, he thinks that one is probably the primary marking that you should do.

Chair Kons stated we like the State Law signs, they prove to be effective because the pedestrian law, quite frankly, is very hard to interpret. As a pedestrian and as a driver, it just means different things, at the liberty of who is reading it. So, when you see a sign like that, she thinks it reinforces that okay, I need to yield if I see a pedestrian.

Director Burfeind stated that is hard, he gets a lot of calls from the public who say they stood back on the trail for three minutes and no one stopped. Technically, State law is you have to be in the crosswalk. It's hard because cars need to be stopping if you're in the crosswalk, but how many people do you see on their phones these days where maybe they're just waiting there for a minute to send an email or something; we obviously don't want cars stopping on a road for no reason, so, it's tough.

Commissioner Olson stated we also have people who choose to let traffic go, she sees that a lot driving bus. They'd rather stop and have you go before they go, even though they do have the right-of-way, which also can create confusion and misinterpretation.

Director Burfeind stated yes, that's a good point. He stated one of the most risky situations is when you have two lanes in each direction; because if you have one car stop and one car not, they can't see the pedestrian. That's where these single lane in each direction, but even with the turn lanes, is a much safer situation.

Commissioner Lotts stated the park is the first priority. The trail one he thinks you're probably going to have an issue down the road, once that connection is built, once traffic increases; that was something he wanted to bring up, too. Down the road maybe we'd need to have the flashing ones, but presently, he's not sure that's required.

Director Burfeind stated one thing we can definitely do is keep this area in mind, not just cast it off to the side, but let's monitor it. We do the traffic counts every other year, at a minimum, just for our State Aid funds that we get; we'll just kind of monitor everything as well.

Vice Chair Kath stated it's interesting because he lives on this side, over here on Jensen Avenue. He knows it's a County road, but talk about an issue where we have 55 MPH and we've got a crossing for a park, getting from Woodridge up to Ravine, and there's people coming along there all the time. It's interesting, we have a lot of opportunities throughout our community to find safer ways, especially as these parks develop and developments start coming in, like the new development just off of County Road 19 and 90th.

Chair Kons asked if anyone else had questions or comments, but no one did.

Director Burfeind stated he thinks based on that, we can refine these costs, and once we have numbers, we'll go to the City Council. They actually just approved our last budget, and before we know it, we'll start on the next budget at a staff level. So, we can kind of move it forward. He thanked the commissioners for their input.

7. Business Items

7.1 Commission Terms

Director Burfeind stated this is really just more of an FYI. Kari had reached out and let commissioners know where they were at in their term. This just shows commissioners who are in their first or second term; obviously, you can serve up to four terms. So, at this point, no one is terming out and everyone will be moving ahead. That actually goes to the City Council; he thinks at our next meeting or the first meeting in February, the Council will reaffirm the appointment of commissioners. So, everyone on this commission will be reappointed for another year.

7.2 Officer Appointments

Director Burfeind stated obviously last year we had a Chair and Vice Chair who had termed out, so, we had the voting and determined a new Chair and Vice Chair. He spoke with Council Member Thiede; what we typically do is as long as Chair Kons and Vice Chair Kath are still interested in doing that, you can serve another term in that role unless either of you has concerns. They indicated they were good.

Director Burfeind stated you can both keep those roles in 2024 and discuss it again in a year. Chair Kons stated that sounds good.

8. Commission Comments and Requests

Commissioner Lotts asked if anybody attended that snowmobile event on Saturday.

Vice Chair Kath stated yes, he was there, and it was well attended again. For a snowmobiler, this is not very good weather, but for the people who were there, it was actually a nice day and they got to enjoy it. He had a really nice time.

Chair Kons stated it was kind of weird to see everyone in sweatshirts, but it was well attended. The Snowmobile Club donated an AED to Lamar, and good things just really came out of it.

Vice Chair Kath stated yes, they did a good job.

Vice Chair Kath said thank you, but he doesn't know if it was Public Works or Parks who did it, but he knows that where he lives, by Woodridge Park, they came into that woods that goes along 90th Street, and really did a nice job of cleaning that up. It looks like they might have still a little bit more to go, but it's like night and day now when you drive by that, so, well done.

Director Burfeind stated it was our Parks people who were in there and did that.

9. Staff Updates/Reports

Director Burfeind stated he'll touch on some Engineering and Public Works projects. Probably always the biggest one is thinking about PFAS and PFAS contamination of our wells. He's given some random updates, as there are two new things coming out; there's Federal standards that'll be coming out, that were supposed to come out in December 2023, but they've been delayed until probably February or March, 2024. Those are what we call MCLs, that's like a hard number, a Maximum Contaminant Limit, that we can't be over. It's going to be set very low, so, it's going to be very, very restrictive for two different types of PFAS that have been looked at for many, many years. That will be the first time that there will be a new rule like that at a Federal level in a long, long time, so, it's a big deal. Cities have three years to be in compliance with that level.

We're obviously actively doing that with our permanent Water Treatment Plants, since we broke ground on one in September, south of 100th Street, and they just started pouring footings this past week; that was very exciting to see. The weather's been pretty cooperative, so, they could actually

get all their grading done, and now they'll pour footings actually all winter long. They'll actually have to pour concrete almost all the way through fall, as there's so much concrete in that facility, and that will be operational in 2025.

Our second, larger one will actually be behind the Central Fire Station; that will essentially serve all the homes north of the highway. Our goal for that one is to have it operational by the end of 2026 or early 2027. We have the temporary treatment plants, of course, that still serve the entire community. He always likes to make sure people know that even while that first permanent Water Treatment Plant is being built, all those temporary treatment plants are in place, and we're actually providing 100% treated water to our residents even today. He thinks that's a really big deal.

He stated the State's also going to come out with some new values, and we assume that will be any day now. They don't ever really give any notice of that, but there's been a lot of talk about it. So, we're actually building two more temporary treatment plants this Spring, which is kind of hard to hear because we're building permanent treatment plants, too. With the new values, we have to have more temporary treatment to do that. What's nice is once again, they're very small, very cost effective, and the big treatment vessels that actually do the work will be moved into that new permanent treatment plant behind the Central Fire Station. So, that's not any kind of waste of money; it's 100% paid for by the 3M Settlement, so, our residents don't pay a dime for that. We're very cost effective in how we reuse the treatment tanks for that.

So, that's another big deal; we actually got some quotes a few weeks ago, and those came in good, so we'll be looking to move ahead here soon and have those operational before summer.

Chair Kons asked Director Burfeind if the State typically mirrors the Feds or if they're a little stricter than the Feds, or how does that work.

Director Burfeind replied the anticipation is, based on some different comments at public meetings, they'll be even stricter than the Feds. The State's Rules aren't typically a mandate, they're technically a guidance, but every city follows them. We follow them, and that's technically what caused the watering restriction in 2017. So, we anticipate those to come out soon, and we do want to follow those; that's always been our goal and it's been the Council's strong goal and kind of our standard that we meet those State Rules, so that's what we continue to do.

Chair Kons stated so then you're ready for the Feds. Director Burfeind replied we are, yes, we'll be pretty well set.

Director Burfeind stated that's the big one, and you'll probably see that on the news; it's going to affect a lot of communities, more than just Cottage Grove, because it's so restrictive. We'll be providing 100% treated water, which is a really big deal with all of the work that's been put into that.

Director Burfeind stated from a construction standpoint, we met last in November, and really a lot of construction had wrapped up by then. We had a couple developments finish up some work: One right across the street here by County Road 19, and also Graymont Village, south of 100th Street, by the new 105th Street we built, by Ideal Avenue.

There's not a lot of work happening right now, but he'll let Gary Orloff speak about our streets, although it's been different than last year, not as much plowing.

Gary stated it's not been a good winter for snowmobilers, but it's been a nice break for our snowplow drivers. We have been out about five times, but just for salting; we haven't dropped a blade yet this year.

So, that brings us to tree removal, as we have 85 dead or diseased boulevard trees that we're in the process of removing. Parks had a hard time with their rink, so, they've been out in our parks, cleaning out a lot of trees with dead fall. We're in our ponds, a big one we just completed was over

by Hardwood and 70th Street. If you look down by the townhomes, you can see they're pretty clear. It was a disaster in there, and now it looks nice and clean.

We had one of our Streets guys transfer over to Utilities. So, we interviewed 14 people, we have it narrowed down to two. We had one second-round interview today, one tomorrow, so hopefully we can make a decision by the end of the week and get one on within the next month or so.

With development, we're making a lot of new street name blades; we've been making them, installing them, and replacing some damaged signs.

Other than that, we're a big group of foresters, taking care of a bunch of trees in town.

Director Burfeind stated our new Fire liaison is Fire Chief Jon Pritchard, who was at the last meeting. Because we moved the meeting, he had a conflict with the schedule, but he will be here at the next meeting. However, he sent some updates that he asked me to pass along:

Now that we're into 2024, Fire is preparing their yearend statistics:

- They had just over 4,600 calls last year, which is a 43% increase in the last five years, since 2018.
- They had 445 Calls for Service in December 2023, which is the busiest month ever for the Fire Department.
- They're working on their yearend statistics overall, which Chief Pritchard plans to present to the Commission at our next meeting.
- They're also recruiting five firefighter-paramedic positions, and they have three vacancies to fill for additional positions being added in April 2024.

Police Captain Brad Petersen stated he's the newly-promoted Patrol Captain, so would start with some updates on personnel because we've had a lot of change in the last few months:

- Captain McAlister announced his retirement a few months back, and so we started the process of replacing him.
- With my promotion, that opened up a new sergeant position, so we started the process to promote the new sergeant.
- In the middle of that process, we decided to implement some organizational changes. We wanted to add two additional sergeants and move some other chess pieces around; we wanted to really take a look at the entire organization and see how we could best provide the services given the current staffing we have of 46 authorized officers. We shook things up and promoted those three additional sergeants; they had their swearing in this past week, Sergeants Schoen, Bailey, and Young were promoted.
- From there, it was even more of a trickle-down effect because they vacated speciality positions, which then needed to be backfilled. So, we filled our Community Engagement Officer, Case Management Officer, some rotating detective positions, and probably some others that he's forgetting. There are a lot of officers in new positions, so we spent the last couple weeks of 2023 and the first week of 2024 just getting everybody acclimated to their new positions, learning their new responsibilities and roles. That's going to take a little bit of time, but we're still delivering excellent service.
- One of the big changes he commented on was how we restructured our Investigations Division. Previously, we had a Captain, who oversaw the Division, underneath him was a Sergeant, and then underneath that Sergeant were ten detectives. As you know, that's too many people to supervise effectively. So, we've now broken that up into two branches in the Investigations Division: 1) General Investigations, which handles traditional investigative work, case follow up, charging, some of our Task Force operations. 2) Our Community Impact Team, which is more of our community-oriented, problem-solving unit, which includes

our School Resource Officer, Community Engagement Officer, Case Management Officer, additional sergeants and some others. They've each got their own lane, but in reality, they're going to operate as a team to accomplish multiple missions to get out in the community, form relationships, address quality of life issues, solve problems, be proactive and try to prevent a lot of problems before they even happen. So, we're really excited to see that come to fruition and start to address some problems before they even become problems, for that matter.

- We've started work on a new five-year Strategic Plan. We've got a really good start on it, he'd say we've got a solid 90% solution on that. We're excited about that because we're finally going to have a document that we can use to bring everybody together with a shared mission and clearly define our roles and our vision for the future. By the time we meet next, he's hoping he can share that with you; he just doesn't want to put the cart before the horse and let the cat out of the bag before the Council and the rest of the leadership team has had a chance to see that and approve that. So, he's looking forward to sharing that with you.

Chair Kons asked if that's something that's new; Captain Petersen replied very new, yes. He stated we've had a Strategic Plan in the past, but it was the kind of document that sat on the shelf, and this is a vision that will be entirely different.

Captain Petersen stated the end of that trickle-down effect is we had to hire four patrol officers; so, we've offered four conditional job offers. Two of them are laterals, so, they're currently police officers working for other departments. The other two are C.S.O.s, so they come with some prior law enforcement experience, so the train up should be pretty quick and easy with them. They'll be starting on February 5, and he's confident that all four of them will be on solo patrol probably by early summer, if not before.

Chair Kons stated there's a lot cooking. Captain Petersen stated, yes, there's a lot of stuff in the hopper, and he'll have even more to share with you at the next meeting. Unless there are questions, that's all he has tonight.

Commissioner Olson asked where are we at, community wise, with the School Resource Officers; do we just have one in the high school? Captain Petersen replied that's correct. She said so, there's not one at the middle school, correct? Captain Petersen confirmed that.

Captain Rinzel stated that's the School District's choice; we used to have three.

Commissioner Olson asked if they had recently removed one from Woodbury and East Ridge.

Captain Rinzel replied no, Woodbury chose to come out due to the new legislation, which is still murky, to say the least, in regards to the School Resource Officer and the liability surrounding Use of Force. So, Woodbury requested their City Attorney's Office remove the School Resource Officers due to liability, and then the Attorney General had two or three different recommendations in regard to his interpretation of the law. Each one was a little bit different, so, the law is still murky, and we're still working through that, but we as a Department and City chose to stay in that. We would be more than happy at any point in time, that the School District wanted, to engage in conversation to add School Resource Officers back into the middle schools. That's something we would do, but there's staffing increases that we would have to accommodate to get that done; at our current staffing, we don't have enough officers to fill those roles, and there's a financial obligation.

Commissioner Olson stated long term, she thinks that's something they're going to have to seriously look at; today alone, there were issues at one of the middle schools, and it's not something that long term she thinks is going to work.

Captain Rinzel stated we're willing and able whenever they want to engage in that conversation.

Commissioner Lotts asked in the absence of an SRO in the school right now, is there any stopgap, like a security guard, or?

Captain Rinzel replied that's what some School Districts did, they hired some internal security measures. As far as law enforcement, if they have an immediate 911 service that comes through the Patrol Division, like any other call for service, there's no direct radio communication between either of the middle schools or the elementary schools. Unlike at the high school where it's direct, there's someone there, so their radio is internal; they talk to our officer and on our radio system, so, there's a sequenced transmission of information and that doesn't occur at the other schools at this point.

Commissioner Lotts stated it sounds like the School Board needs to develop a Task Force for this; Captain Rinzel stated he'll let that be a Commission question that's raised.

Captain Petersen stated with all the change that's on the horizon, one of the things that we're considering is following suit with a lot of other communities, who already have a Civilian Oversight Committee in place for their Public Safety Departments. So, the idea we're kicking around is using the Commission as our sounding board and our mechanism for soliciting community feedback on all these different ideas that we have in the hopper. So, if that's something that you are willing and able to do, we can have that discussion; not necessarily tonight, but maybe at a future meeting that's something we could put on the agenda to discuss.

Chair Kons stated she thinks that would be a great agenda item, and other commissioners agreed.

10. Council Comments

Council Member Thiede stated he's glad to be back. He sees some familiar faces, some new that he hasn't really met too much before. He felt they've been well informed with some of the things he's been hearing.

We had some lights out along East Point Douglas because we had some theft of copper wire out of the streetlights, so that's why they're out. That's being taken care of and being followed up on; so, if anybody asks, that's what happened.

Just this past Saturday we got together with a lot of the staff and had our annual Strategic Planning meeting at the new Glacial Valley Park building. It's a very nice building and everything worked well, too, which is a good thing. He'd say there's not going to be anything drastically new in terms of vision or direction; we're talking about different things, reinforcing some of the things that we're already working toward and looking at. We talked some about the focus on pavement management and looking at Jamaica and all the ruts, etc. and comparing that to some of the other areas. It was just some of the reiterations, too, of most of the comments we get from people, especially this year, about the snowplowing being great. Every year, though, people are commenting on how good the snowplowing happens here in the winter, and just the service level of Public Safety, and things like that. So, it's a real pleasure to really get some of that feedback, and it all comes back to all of us, because everybody's part of that effort in bringing back that feedback from citizens. It helps the Council and it helps the City make things happen safely and comfortably; we're accommodating and nice with our services and everything like that.

Council Member Thiede stated that's about it from him for now. He asked the commissioners if there were any questions that they had for him.

Commissioner Lotts asked what's the damage on the streetlight copper theft. Obviously, copper is expensive, but it's not that, it's rewiring the entire light.

Director Burfeind replied we know the extent of the damage, but we're still working with our insurance and looking at what the cost is going to be. Even though the price of copper has gone up significantly, the price has apparently doubled in the past few months, you've probably seen that St. Paul has gotten hit a lot. If the damage is $50,000, the value they took in scrap is probably only a couple thousand. So, we don't quite know yet, but we have some messaging on Facebook just to have the public help look out for this. Basically, our staff only works on streetlights during the day; there's never usually a streetlight emergency, so, if a light's out, a light's out, and we fix it the next day. So, anytime you see anyone by a streetlight, especially at night, call that in because that really shouldn't be happening. He'd rather err on the side of caution and have the police come up on Tyler or Jeff in Utilities and give them a hard time rather than wait, so.

Captain Rinzel stated it's not just a St. Paul or Cottage Grove issue, this is a metro-wide issue. It's the newest precious metal; catalytic converters kind of got stamped on a little bit, and he thinks our friends that are in the salvage business, if you want to call it that, are finding new ways to salvage from operational equipment. At the State Fair, the entire road was stripped of all copper, so they're talking about $250,000 or so. They stole the copper from that entire area, and that was a big safety concern with the fair. It's a big ring, word continues to spread, and somehow they found us on Highway 61.

Captain Rinzel stated one thing before he leaves this Commission completely, we'd like to get your feedback on recruitment and retention. As you know, this last go round we did well with initially having 30 applicants, which is good. He talked about this at the last meeting, that's good for this day and age, but in general, it's horrible in law enforcement for recruitment and retention. So, if you're talking with your neighbors or anybody, what is it that we can do to recruit and retain officers, and how far is the City willing to go? Just kind of think of those other things, and Captain Petersen will eventually come to you and say hey, we're kind of looking at this or this. So, just kind of put that on your radar right now, what do we do as the City of Cottage Grove to recruit, and then not only recruit, but then to obtain the best possible law enforcement officers that we can.

It's not just about new hires; if somebody were to leave, we're talking about hundreds of thousands of dollars, so, it's also retention of the people that we currently have. If an officer has been here for three-to-five years and leaves, that officer is walking out the door with $200,000 of training, education, and equipment, and that's not replaced that easily. We're trying to think of new initiatives, so try to think about that with your friends, family, and neighbors. That's going to be his push before he leaves; he has some ideas, but these are internal and this is the Commission that we use.

What are other organizations doing? He's been steadfastly against bonuses to get people in the door because then the 46 people who have been here, diligently working on a daily basis, will think that the people who are coming on are more important than the ones who are already here. Then we end up paying, now that we're replacing, and we're losing all this additional money. So, it's just the retention, the culture, the wellness, the benefits, the equipment; what is it that we have here that people want to stay? We do a good job, don't get me wrong, but the minute you relax and you decide that mediocrity or just a little bit above is good, someone's going to come by and they're going to steal your talent. We need to stay at the cutting edge and at the very forefront of how we keep our people. How do we keep them happy, how do we keep them safe, and then how do we get the new ones in the door for replacement, because we're going to have internal changes; in and of itself, there's a succession plan and this is going to be a constant with people leaving with retirement. So, how do you fill those vacancies.

Captain Rinzel asked Captain Petersen what's the average in the last ten years, how many did we hire every year? Captain Petersen replied three per year, and that's with our growth. So, as our growth continues to increase, it will be more.

Chair Kons asked what's the retirement projection?

Captain Rinzel replied we have one probably in 2024 and then a number in 2025, higher than that.

Chair Kons stated in addition to growth, so, that's a lot of turnover.

Captain Rinzel said especially looking at a city of our size; he started in 1995, and he was the 33rd officer. We have 46 officers now, so, we went from 33 to 46, it's not that many. So, if on average we hired three every year in the last ten years, that's 30 people in ten years. Remember, we only have 46 and he was the 33rd. So, it's a constant grind, and the numbers aren't getting any better. The Skills Department for Rasmussen he thinks filled this last time, which, knock on wood, we've had a little transition where hopefully people are getting back into it. He thinks the military kind of picked up a little bit, too, so in five years it might not be an issue, but if we don't arrange our cards right for the next five years, we could have a serious problem. There are cities not far away from us, just north, that are short over ten people, and they can't get more. They hire as many as they get, and they still can't fill the ranks. We're very fortunate, but he wants to keep that fortune. So, we hope this Commission can come up with new and exciting ways of keeping people we have here, without giving people money to start here.

Commissioner Olson asked if there was a portion of the budget specifically set aside for that piece.

Captain Rinzel replied yes and no; we're doing a very good job with equipment, but we're looking for other ways of doing that. So, we don't have a line item for retention, per se, but it's definitely something we need to consider. On the recruitment end, he thinks we do a pretty good job with lateral transfers and/or our C.S.O.s and Reserve Officers. Over the last 30 years, basically half have come from C.S.O.s and half have come from Reserves; we very rarely have someone without any law enforcement background who comes here, and that goes back to his time. So, those are the two categories, we either steal from another agency, or we get them from our Reserves and C.S.O.s., from within. If you want diversity in other candidates, you still have to look further. How do we recruit the young ones, how do we get to that area where we have cadets, who might be from our community?

Commissioner Lotts stated one of the things we've done in the military is first of all, asking the people why they came there, and also why they're staying. Because we can use that to our advantage to appeal to new people, and also to keep the people we have, and quite possibly, lure some people from other departments. He doesn't know what that looks like for us, but it seems to be a pretty valuable tool, to the military anyway.

Captain Rinzel stated he thinks when you see the five-year plan, Captain Petersen has done a really nice job of laying out those specifics; what is your purpose for being here, and how do you keep people that want to be a part of your community. The big thing is we say work-life balance. He thinks there's a lot of people right now, about half, that currently live in the City, and at least that many are originally from Cottage Grove, graduated from Park High School, this community.

Council Member Thiede stated a big part of it that he hears, too, is just some of the community involvement, the respect, and some of those kinds of things. He thinks that's what would draw officers and things like that into our community, whereas some places' attitudes really stink. He's not a big social media person, but more of the message getting out to squelch negative comments out there and continuing to promote some of the great things that our City staff and Public Safety do definitely helps, too.

Captain Rinzel stated DOJ just put out a paper on recruitment and retention; we do 90% of everything they say you should do for recruitment and retention, so, we're already there. There's a

few of the other things, anomalies, that we have to look at, and maybe those would work, maybe they wouldn't. Money's not always the shining object that people are looking for, but nowadays, we also can't pay $10,000 less than another agency and expect people not to leave. Especially when there are many agencies right now who offer $10,000 to start, they're paying lateral pay, and they have all the other things. This generation is not afraid to hop around, where in the past that's not how it happened. He doesn't want to be just like every other agency and just expect people to come and go; he wants to be the landing place where people will stay.

11. Adjournment

Vice Chair Kath made a motion to adjourn the meeting; Commissioner Olson seconded. Motion carried: 7-0. The meeting was adjourned at 7:50 p.m.

Minutes transcribed by J. Graf and reviewed by Kari Reubish.

City Council Action Request

7.E.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	Temporary Liquor License - Cottage Grove Lions Club
Staff Recommendation	Approve a Temporary Liquor License for the Cottage Grove Lions Club to be used on June 20-22, 2024, at Kingston Park (9195 75th Street South) and Lamar Fields (7025 Lamar Avenue South) in conjunction with the Strawberry Fest Celebration.
Budget Implication	
Attachments	1. Memo - Temp Liquor License - Lions Club

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: March 25, 2024

Subject: LIQUOR LICENSE APPLICATION – TEMPORARY – CG Lions Club

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INTRODUCTION

All locations within the City of Cottage Grove that sell alcoholic beverages are required by State Law and City Ordinance to be licensed.

BACKGROUND

Pursuant to City Ordinance, Erik Trevor Witt, on behalf of the Cottage Grove Lions Club, PO Box 002, Cottage Grove, MN 55016, has submitted an application for an On-Sale Temporary Intoxicating Liquor License to be held at Kingston Park and Lamar Fields June 20 - 22, 2024. The Department of Public Safety is required to conduct a police investigation of the applicant/manager in charge.

DISCUSSION

The application of the Cottage Grove Lions Club, as submitted, is complete and in compliance with our ordinance.

We have investigated the applicant and have not found any facts, which would constitute a basis for denial of an On Sale Temporary Liquor License, under the provisions of the City Liquor Ordinance or Minnesota Statutes relating to alcoholic beverages.

RECOMMENDATION

Recommend that the City Council approve the Liquor License application for the Cottage Grove Lions Club.

Peter J. Koerner – Deputy Director of Public Safety 3/25/2024

City Council Action Request

7.F.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	Temporary Liquor License - St Paul Park Lions Club
Staff Recommendation	Approve a Temporary Liquor License for the St Paul Park Lions Club to be used on June 21, 2024, and June 22, 2024, at Kingston Park (9195 75th Street South) in conjunction with the Strawberry Fest Celebration.
Budget Implication	N/A
Attachments	1. Memo - Public Safety

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner PJK

Date: March 22, 2024

Subject: **LIQUOR LICENSE APPLICATION - TEMPORARY**

INTRODUCTION

All locations within the City of Cottage Grove that sell alcoholic beverages are required by State Law and City Ordinance to be licensed.

BACKGROUND

Pursuant to City Ordinance, Zachary Glenn Dockter, on behalf of the St. Paul Park/Newport Lions Club, 321 Broadway Avenue, #10, St. Paul Park, MN 55077, has submitted an application for a Temporary "On Sale" Intoxicating (strong beer) Liquor License to be held at Kingston Park, June 21, 2024 and June 22, 2024, from 9:00am to Midnight. The Department of Public Safety is required to conduct a police investigation of the applicant/manager in charge.

DISCUSSION

The application of the St. Paul Park/Newport Lions Club, as submitted, is complete and in compliance with our ordinance.

We have investigated the applicant and have not found any facts, which would constitute a basis for denial of an "On Sale" intoxicating (strong beer) liquor license, under the provisions of the City Liquor Ordinance or Minnesota Statutes relating to alcoholic beverages.

RECOMMENDATION

Recommend that the City Council approve the Liquor License application for the St. Paul Park/Newport Lions Club.

Peter J. Koerner - Director of Public Safety 3/22/2024

City Council Action Request

7.G.

Meeting Date	4/3/2024
Department	Community Development
Agenda Category	Action Item
Title	Approval of Rental Licenses
Staff Recommendation	Approve the issuance of rental licenses to the properties in the attached table.
Budget Implication	N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: March 28, 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 - APRIL 3, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001941	7676	Irish Avenue Court South	Klein, Tom
RENT-001948	6568	Joliet Avenue South	Khabbaz, Faezeh
RENT-002022	9971	Hamlet Lane South	Smith, Amanda & Smith, Adam
RENT-002051	9022	Jeffery Avenue South	RESI SFR Sub, LLC
RENT-002055	6754	Pine Crest Trail South	JCA Metro LLC
RENT-002057	8830	92nd Street South	JCA 92nd LLC
RENT-002058	8908	92nd Street South	JCA 92nd LLC
RENT-002060	7559	Immanuel Avenue South	JCA Homes LLC
RENT-002163	7454	Hillside Trail South	Invitation Homes
RENT-002165	7416	Aspen Cove South	IH2 Property Illinois, L.P.
RENT-002166	6683	Indigo Court South	IH2 Property Illinois, L.P.
RENT-002167	8412	Grange Boulevard South	IH2 Property Illinois, L.P.
RENT-002170	8408	87th Street South	IH3 Property Minnesota L.P.
RENT-002171	8631	Ironwood Avenue South	IH3 Property Minnesota L.P.
RENT-002173	8351	75th Street South	IH3 Property Minnesota L.P.
RENT-002176	9066	Janero Avenue South	IH5 Property Minnesota LP
RENT-002303	9679	65th Street South	Fraser, Bruce

MULTI-FAMILY:

Hinton Heights Townhomes, 7690 Hinton Avenue South: 24 Buildings (249 Units)
Woodmount Townhomes, 8815 90th Street South, 7 Buildings (50 Units)

City Council Action Request

7.H.

Meeting Date	4/3/2024
Department	Finance
Agenda Category	Action Item
Title	Receive Fund Balance of General Fund as of 12-31-2023
Staff Recommendation	Receive information on the General Fund balance as of December 31, 2023.
Budget Implication	N/A
Attachments	1. cc memo 2023 designated fund bal 2. 2023 General Fund Balance

Cottage Grove
Where Pride and Prosperity Meet

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

From: Brenda Malinowski, Finance Director

Date: April 3, 2024

Subject: Fund Balance – General Fund on December 31, 2023

Introduction
In accordance with Resolution 2023-029, the City Council shall be advised about the designation of fund balance and associated transfers as soon as is practical after the close of the fiscal year.

Discussion
Council approved the Fund Balance Policy in 2023 which specifies that unassigned fund balance for the General Fund shall be between 45% and 55% of the subsequent General Fund expenditure budget. 50% will be unassigned at year-end.

The 2023 original adopted budget for the General Fund was a balanced budget. In other words, there was not to be an increase or decrease to the fund balance. The revised budget for the General Fund has an increase in fund balance of $1,733,127 due to the receipt of the one-time public safety aid that will be utilized in the 2024-2026 budgets.

On December 31, 2023, General Fund operating revenues are projected to be 2.96% greater than the revised budget. Operating expenditures are projected to be .68% more than the revised budget. In summary, the amount of revenues more than expenditures is approximately $2,133,009. This is primarily due to the one-time public safety aid and investment earnings greater than the budget.

Please note that this information is subject to audit and is not finalized.

In accordance with the Fund Balance Policy, $30,046 will be transferred to other funds.

General Fund – Fund Balance December 31, 2023, is as follows:

Non-spendable Fund Balance:	
Prepaid Items	$ 7,816
Assigned Fund Balance:	
Designated for future budgets	194,000
Compensated absences	894,900
One-time public safety aid for future public safety expenses	1,733,127
School bus safety	5,600
Unassigned Fund Balance (working capital)	12,581,623
	$15,417,066

Assignment of Fund Balance for Specific Purposes

The City Administrator and Finance Director have assigned the following balances for specific purposes under the policy.

- $194,000 is assigned for use in the 2024 budget as follows:
  - Elections carryforward $60,000
  - Administration $60,000
  - Tree Trimming carryforward $25,000
  - Inspections $20,000
  - Planning (zoning & sign code) $20,000
  - Gold Award $9,000
- $894,900 is assigned for compensated absences. This is approximately 70% of the annual leave amounts in the governmental funds owed to city employees at year-end.
- $1,733,127 was received for one-time public safety aid in December. These funds will be used in the 2024-2026 budgets to hire 2 Police Officers, 3 Firefighter/Paramedics, part-time firefighter wages, IT public safety equipment (Watchguard and Toughbooks), and SCBA's.
- Fine revenue that is received from drivers who violate the school bus stop sign law is restricted to education programs related to traffic safety. The amount that is unspent is $5,600.

The remaining $12,581,623 is 50% of the annual expenditures of the subsequent years budget as directed per the Fund Balance Policy.

Action Requested

No action is required by the Council.

General Fund
Computation of Fund Balance - December 31, 2023

	2023		2022	
	Based on	Designated Amount	Based on	Designated Amount
General Fund Amount Available : *Per the preliminary financial statements*	*	$ 15,447,112	*	$ 13,314,103
Non Spendable Fund Balance				
Prepaid Items		7,816		25,906
	Fund Balance Amounts Assigned (Per 2023 Fund Balance Policy)		Fund Balance Amounts Assigned (Per 2011 Fund Balance Policy)	
Other Amounts as determined by City Administrator/Finance Director				
Designated for future budgets		194,000		155,000
Compensated Absences		894,900		431,419
One-time public safety aid		1,733,127		
Amounts collected for violations of "school bus arm"		5,600		5,600
Set aside for Budget gap 2021/unsettled contract 2022				
2021 contributions for K-9 in 2022				
Unassigned Fund Balance per fund Balance Policy	25,152,640		23,083,960	
45% to 55% of subsequent year budget	50.0%	12,576,320	55.0%	12,696,178
Total		15,411,763		13,314,103
Amounts in excess of fund balance policy - available for transfer		35,349		-
Outstanding debt	30%	10,605	35%	-
Equipment Replacement	25%	8,837	25%	-
Building Replacement	15%	5,302	15%	-
Future Pavement Mgmt	10%	3,535	10%	-
Internal Service Funds-Insurance Fund	5%	1,767		-
Transferred to other funds		30,046		-
Remaining	Unassigned	5,303	Unassigned	-
Remaining year-end General Fund - Fund Balance		$ 15,417,066		$ 13,314,103

City Council Action Request

7.I.

Meeting Date	4/3/2024
Department	Finance
Agenda Category	Resolution
Title	Approve Interfund Transfers
Staff Recommendation	*Adopt Resolution 2024-051 approving Interfund Transfers.*
Budget Implication	N/A
Attachments	1. cc memo 2023 interfund transfers 2. cc RESOLUTION Interfund Transfers 2023

Cottage Grove
Where Pride and Prosperity Meet

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

From: Brenda Malinowski, Finance Director

Date: April 3, 2024

Subject: 2023 Interfund Transfers

Background

The City Council is requested to consider a resolution approving interfund transfers for 2023. During the course of the year, various funding transfers occur in order to reflect accurate financial activities between funds.

Action Requested

Adopt Resolution 2024-051, Resolution Approving Interfund Transfers.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-051

RESOLUTION APPROVING INTERFUND TRANSFERS

WHEREAS certain interfund transfers have been determined to be necessary in the completion of the 2023 financial statements, and

NOW THERFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following interfund transfers are made effective December 31, 2023.

From	To	Amount
575-Water Area Fund		$237,909
Total	568-Developer Funded Projects	$237,909
Purpose-Record oversizing costs credited to developer as part of Summers Landing developments. Developer oversized watermain as part of the development.		
610-Water Operating Fund		105,693
620-Sewer Operating Fund		248,941
230-Storm Water Utility Fund		123,033
630-Street Light Fund		82,527
Total	560-Pavement Manage. Fund	560,194
Purpose-Record utility portions of 2023 Pavement Management project as per CIP and feasibility report.		
610-Water Fund	255-Golf Course Fund	$650,000
Water conservation portion of irrigation project as per project funding.		
285-EDA Fund	265-CVB Fund	40,144
Transfer CVB Funds that were previously recorded in the EDA Fund and now recorded in the new CVB Fund		
100-General Fund	290-HERO Center	110,670
Transfer for Cottage Grove portion of the HERO Center operating deficits for 2020-2023 in accordance with the JPA agreement.		
580-Sanitary Sewer Area	265-CVB Fund	66,481
Transfer American Rescue and Plan Act (ARPA) funds from Sanitary Sewer Area Fund to CVB Fund for portion of funds allocated to CVB marketing efforts.		

Passed this 3rd Day of April 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

7.J.

Meeting Date	4/3/2024
Department	Finance
Agenda Category	Action Item
Title	Ambulance Write-Offs
Staff Recommendation	Adopt Resolution 2024-053, approving the 2023 Ambulance Write-offs.
Budget Implication	
Attachments	1. Memo - 2023 ambulance write-offs 2. Resolution - Ambulance Write offs 040324

9336

Cottage Grove
Where Pride and Prosperity Meet

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

From: Brenda Malinowski, Finance Director

Date: April 3, 2024

Subject: Ambulance Write-Offs

Introduction
Each year, certain uncollectible ambulance accounts must be written off. These amounts are a combination of mandatory adjustments related primarily to Medicare and Medicaid. In addition, there is "bad-debt" which has previously been turned over to collection. Mandatory write-offs should not be deemed an indication of adverse financial circumstances.

Discussion
The following is the breakdown of ambulance charges to be written-off for the year-ended December 31, 2023.

	2020	2021	2022	2023	% Increase
Gross Revenues:	$4,282,168	$5,915,530	$5,572,163	$6,625,657	18.91%
Write-off's:					
Mandatory	$2,308,055	$2,547,011	$3,758,491	$3,747,976	
Bad Debt Expense	$319,696	$864,679	$480,000	$693,398	
Total Write-offs	$2,627,751	$3,411,690	$4,238,491	$4,441,374	4.79%
Net Revenue	1,654,417	2,503,840	1,333,672	2,184,283	

Mandatory write-off's relate to Medicare, Medicaid and Worker's Compensation write-off's. Payments for these types of calls consist of a small government payment and a small co-payment from the patient for the call. The amounts paid are a fraction of our billing rate and lower than the actual cost to provide the service.

LifeQuest began as the City's ambulance billing company in October 2022. Finance and Public Safety staff have been happy with the transition. Staff continues to work diligently with the previous billing company to process the prior claims in an effective manner. In 2023, $571,000 was collected for these prior claims that had been billed by the prior billing company.

Cottage Grove EMS, like all medical service providers, is required to accept assignment for Medicare payments. Medicare/Medicaid pays a predetermined dollar amount no matter what billing rate is charged. The table below reflects Medicare reimbursement amounts for the past

three years. As our rates increased in 2023, the change in the reimbursement amount had little impact on the total Medicare write offs in the collection cycle.

TYPE OF CALL	2021	2022	2023	% Change
BLS				
Rate	$1,740	$1,775	$1,900	7.04%
Medicare Reimbursement	382.79	402.31	439.12	9.15%
% Reimbursed	22.00%	22.67%	23.11%	
ALS-1				
Rate	$2,160	2,200	2,400	9.09%
Medicare Reimbursement	454.57	477.74	521.46	9.15%
% Reimbursed	21.04%	21.71%	21.73%	
ALS-2				
Rate	$2,460	2,500	2,700	8.00%
Medicare Reimbursement	657.93	691.47	754.75	9.15%
% Reimbursed	26.75%	27.66%	27.95%	

The “bad debt” accounts are for ambulance call activity occurring from 2019 through 2023 for the accounts that have not been collected and are deemed uncollectible. Accounts turned over for collection take over 12 months from the date of service to go through the full collection process. If an account is not paid within 120 days of billing, it is sent to collection and/or placed in the State Revenue Recapture program for collection.

Preliminary financial numbers for the EMS Fund indicate an increase in income of $37,000 before transfers and a net loss after transfers of $63,480. Mandatory write-offs and small reimbursements for the Medicare and Medicaid patients continue to create challenges for the operation.

The cash balance increased $268,780 in 2023 to end the year with a deficit cash balance of $188,851 from the prior year deficit cash balance of $457,631. The proactive, responsive approach to billing by the current ambulance billing company is having a positive impact on the collection efforts and cash flow to fund the operation.

Action Requested

Adopt Resolution 2024-53, Approve 2023 Ambulance Write-offs.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-053

RESOLUTION AUTHORIZING WRITE-OFFS OF THE COTTAGE GROVE EMS ACCOUNTS RECEIVABLE IN THE AMOUNT OF $4,441,374

WHEREAS, certain ambulance bills are determined uncollectable

NOW, THEREFORE BE IT RESOLVED, by the City Council of Cottage Grove, County of Washington, State of Minnesota, that $4,441,374 be written off the Cottage Grove EMS accounts.

Passed this 3rd day of April 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

7.K.

Meeting Date	4/3/2024
Department	Finance
Agenda Category	Resolution
Title	2023 Budget Revision
Staff Recommendation	Adopt Resolution 2024-52, 2023 Budget Revision.
Budget Implication	N/A
Attachments	1. CC Memo 2023 Budget Adjustments 2. cc RES revised 2023 final budget

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

From: Brenda Malinowski, Finance Director

Date: April 3, 2024

Subject: 2023 Budget Revisions

Background

The Council is requested to consider a resolution to amend the 2023 Budget for activity that was not included in the original adopted 2023 Budget that was approved on December 7, 2022.

Discussion

Each year events occur that were not identified in the original adopted Budget. The adopted Budget can be amended to reflect this event.

- Public Safety
  - Increase public safety intergovernmental revenue for the amount of one-time public safety aid that was received in December 2023. These funds will be utilized in the 2024-2026 budgets. These funds will be designated in the fund balance as of 12/31/2023.

Recommendation

Approve Resolution 2024-52, 2023 Budget Revisions.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-052

2023 BUDGET REVISION

WHEREAS, one-time public safety aid was not included in the original Adopted Budget, and

WHEREAS the City Council may authorize budget adjustments.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2023 Budget shall be revised as follows:

	2023 Amended Budget	2023 Revised Budget
General Fund		
Revenue		
Intergovernmental	1,132,455	2,865,582

Passed this 3rd day of April 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

7.L.

Meeting Date	4/3/2024
Department	Parks and Recreation
Agenda Category	Action Item
Title	Vinco, Inc Final Payment
Staff Recommendation	Authorize resolution 2024-054 approving final payment to Vinco, Inc. in the amount of $78,902.37 for the Glacial Valley Park Building Project.
Budget Implication	$78,902.37 from Glacial Valley Park Funds

Attachments

1.	1-Memo - Vinco Final Payment
2.	2-Resolution
3.	3-WS 26A-005_MNIC134
4.	4-WS 26A-001_AIA G734
5.	5-WS 26A-002_AIA G706
6.	6-WS 26A-003_AIA G706A
7.	7-WS 26A-004_AIA G707

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

From: Zac Dockter, Parks and Recreation Director

Date: March 20, 2024

Subject: Glacial Valley Park – Vinco, Inc. Final Payment

Introduction/Background
Vinco, Inc. is the electrical contractor for the Glacial Valley Park Building Project. The contract with Vinco, Inc. is held directly by the City of Cottage Grove. The original contract sum with Vinco, Inc. was for $361,125.00. City Council authorized change orders in the amount of $23,536.96 bringing the total contract sum to $384,661.96. $305,759.59 has been paid on the contract to date.

Vinco, Inc.'s work has been completed satisfactorily on this project and has supplied the appropriate contract closeout documentation. Staff is recommending final payment to Vinco, Inc. for the amount of $78,902.37.

Staff Recommendation
Authorize resolution 2024-054 approving final payment to Vinco, Inc. in the amount of $78,902.37 for the Glacial Valley Park Building Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2024-054

RESOLUTION APPROVING FINAL PAYMENT TO VINCO, INC. IN THE AMOUNT OF $78,902.37 FOR CONTRACTED ELECTRICAL WORK AT THE GLACIAL VALLEY PARK BUILDING PROJECT

WHEREAS, the City of Cottage Grove contracted Vinco, Inc. for electric work for the Glacial Valley Park Building Project in the amount of $361,125.00; and

WHEREAS, change orders were authorized by the City Council in the amount of $23,536.96 bringing the total contract sum to $384,661.96; and

WHEREAS, the City has made previous contract payments to Vinco, Inc. in the amount of $305,759.59; and

WHEREAS, Vinco, Inc.'s work is completed satisfactorily in accordance to the contract and has supplied the appropriate contract closeout documentation.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City of Cottage Grove approves final payment to Vinco, Inc. in the amount of $78,902.37 for contracted electrical work at the Glacial Valley Park Building Project.

Passed this 3rd day of April 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-132-612-448
Submitted Date and Time:	8-Feb-2024 12:29:26 PM
Legal Name:	VINCO INC
Federal Employer ID:	41-1874693
User Who Submitted:	vincoinc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**429346816**
Minnesota ID:	3223471
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2210103
Project Begin Date:	30-May-2023
Project End Date:	08-Jan-2024
Project Location:	COTTAGE GROVE
Project Amount:	$392,175.55

Subcontractor Summary

Name	ID	Affidavit Number
INTEGRATED FIRE & SECURITY INC	8474751	1965346816
TRU INDUSTRIES	1761722	746541056

Important Messages

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

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please print this page for your records using the print or save functionality built into your browser.

AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*
City of Cottage Grove - Glacial Valley Park Building
9900 Ravine Pkwy S
Cottage Grove, MN 55016

CONTRACT INFORMATION:
Contract For: Work Scope 26-A: Electrical

Date: January 6, 2023

CERTIFICATE INFORMATION:
Certificate Number: 222064/2210103

Date: January 19, 2024

OWNER: *(name and address)*
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

ARCHITECT: *(name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

CONSTRUCTION MANAGER: *(name and address)*
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

CONTRACTOR(S):
(Enter names and addresses for all Contractors)
Vinco, Inc.
18995 Forest Blvd. North
Forest Lake, MN 55025

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)
Project in its entirety per plans, specifications, addendums, change orders, etc

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
November 17, 2023.

Kraus-Anderson Construction Company **CONSTRUCTION MANAGER** *(Firm Name)*	DocuSigned by: Dan Kjellberg E4D5E5D7E2524E2... **SIGNATURE**	Dan Kjellberg, Project Manager **PRINTED NAME AND TITLE**	1/22/2024 | 2:38 PM CST **DATE**
Wold Architects and Engineers **ARCHITECT** *(Firm Name)*	DocuSigned by: E4B2463605DC4EF... **SIGNATURE**	Jacob Wollensak, Associate **PRINTED NAME AND TITLE**	1/22/2024 | 2:57 PM CST **DATE**

WARRANTIES
The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
November 17, 2023

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
N/A

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User Notes: (3B9ADA4D)

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (30) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
N/A

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Vinco, Inc. **CONTRACTOR** *(Firm Name)*	DocuSigned by: Matthew Rivera 1F9A50B18394D7... **SIGNATURE**	Matthew Rivera **PRINTED NAME AND TITLE**	1/22/2024 | 11:45 AM PST **DATE**
City of Cottage Grove **OWNER** *(Firm Name)*	DocuSigned by: Zac Dockter 8A5115BB97048B... **SIGNATURE**	Zac Dockter, Parks & Recreation Director **PRINTED NAME AND TITLE**	1/25/2024 | 7:25 AM CST **DATE**

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User Notes: (3B9ADA4D)

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
City of Cottage Grove - Glacial Valley Park Building
9900 Ravine Pkwy S
Cottage Grove, MN 55016

ARCHITECT'S PROJECT NUMBER:
222064

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

CONTRACT FOR: Work Scope 26-A: Electrical

CONTRACT DATED: January 6, 2023

TO OWNER: *(Name and address)*
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

STATE OF: Minnesota
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☒ No

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

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

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

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

CONTRACTOR: *(Name and address)*
Vinco, Inc.
18995 Forest Blvd. North
Forest Lake, MN 55025

BY: [signature]
(Signature of authorized representative)

Matt Rivera, PM
(Printed name and title)

Subscribed and sworn to before me on this date: 2-20-24

Notary Public: [signature]
My Commission Expires: 1-31-2028

MAKENZIE MARIA GIBBS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

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User Notes:

(3B9ADA66)

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
City of Cottage Grove - Glacial Valley Park Building
9900 Ravine Pkwy S
Cottage Grove, MN 55016

ARCHITECT'S PROJECT NUMBER:
222064

CONTRACT FOR: Work Scope 26-A: Electrical

CONTRACT DATED: January 6, 2023

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

STATE OF: Minnesota
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

CONTRACTOR: *(Name and address)*
Vinco, Inc.
18995 Forest Blvd. North
Forest Lake, MN 55025

BY: [signature]
(Signature of authorized representative)
Matt Rivera Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: [signature]
My Commission Expires: 1-31-2028

MAKENZIE MARIA GIBBS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

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User Notes:

(3B9ADA5F)

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. **2328198**

PROJECT: *(Name and address)*
City of Cottage Grove - Glacial Valley Park Building
9900 Ravine Pkwy S, Cottage Grove, MN 55016

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED: **January 6, 2023**

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☒
OTHER ☐

TO OWNER: *(Name and address)*
CITY OF COTTAGE GROVE
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION
1200 MAIN STREET, SUITE 800
KANSAS CITY, MO 64105

, SURETY,

on bond of
(Insert name and address of Contractor)

VINCO, INC.
23055 COUNTY HIGHWAY 1
FERGUS FALLS, MN 56537

, CONTRACTOR,

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

CITY OF COTTAGE GROVE
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **February 9, 2024**
(Insert in writing the month followed by the numeric date and year.)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Signature of authorized representative)

Attest
(Seal)

Sean McBride, Attorney-in-Fact
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AGD4404511

AIA® Document G707™ – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. This document is intended for use as a companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707–1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

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0406-1 ACC44

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 9th day of February, 2024, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed it assets as ascertained in the manner provided by law.

Notary Public

BRIAN C LOOTS
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/27

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, BRAD BROOM, SAMANTHA BODDICKER, LAUREN BRUNS, and BRIAN LOOTS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook SS

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of February, 20 24.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

City Council Action Request

7.M.

Meeting Date	4/3/2024
Department	Parks and Recreation
Agenda Category	Action Item
Title	Ice Arena Light System Service Agreement
Staff Recommendation	Authorize service agreement, subject to minor modifications by City Attorney, with Front Row Systems for the installation of party lights at the Cottage Grove Ice Arena for the amount of $29,704.25.
Budget Implication	$30,000 included in the 2024 budget for lights along with a donation from East Ridge Booster Club

Attachments

1.	1-Council Memo- Party Lighting West Rink Service Agreement
2.	2-Agreement for Professional Services - Frontrow Entertainment Systems LLC wExhibit (Cottage Grove) 3.12.24
3.	3-ERBC Donation Letter
4.	Design Proposal - Cottage Grove Ice Rink West

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
Zac Dockter, Parks and Recreation Director

From: Jordan Hirman, Facility Services Manager

Date: March 15, 2024

Subject: Ice Arena Party Light System Service Agreement

Introduction/Background
The 2024 budget includes $30,000 for party lights at the Cottage Grove Ice Arena. This lighting system will create revenue-generating opportunities by enhancing program experiences. We anticipate immediate benefits to programs such as public skating (Cosmic Skate), high school hockey games, skating school, ice show, birthday parties, special events, tournaments, turf events and more.

Discussions were had with the Cottage Grove Hockey Association, East Ridge Booster Club, Park Girls and Boys Booster Clubs regarding how this investment could help their programs and whether cost participation was of interest. Because East Ridge Booster Club has agreed to donate $8,750 towards the investment, we are proposing the lighting system be installed on the West Rink in 2024. The Cottage Grove Hockey Association, Park Girls and Park Boys expressed no interest in cost participation at this time. If this program is successful and that interest changes, we could certainly revisit lighting other rinks in the future.

A request for proposal for this project was distributed to two lighting vendors. The following proposals were received:

1. Dynamic Smart Lights, INC - $55,958.34
2. Front Row Systems - $29,704.25

Front Row Systems is an established company with numerous lighting projects completed. One of the latest projects was completed at the Hudson Ice Arena which was visited by Recreation staffing. It is a similar system proposed for this project and appears to be a great product for our needs.

Staff Recommendation
Authorize service agreement, subject to minor modifications by City Attorney, with Front Row Systems for the installation of party lights at the Cottage Grove Ice Arena for the amount of $29,704.25.

AGREEMENT FOR PROFESSIONAL SERVICES

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 Frontrow Entertainment Systems, LLC, 2290 Periwinkle Avenue North, Stillwater, MN 55082 ("Consultant").

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

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

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

1. SERVICES.

    a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services") for the term of this Agreement, as defined in the following documents:

        i. A proposal dated February 20, 2024, incorporated herein as Exhibit A.

        ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.

        iii. Sections 8 and 21 of Exhibit A are hereby stricken and shall have no force and effect with regard to the Services provided by Consultant pursuant to this Agreement.

    b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.

    c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Consultant 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 Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

   a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in Exhibit A. City shall pay Consultant $9,901.42 after receiving project materials. The remaining balance due shall be paid to Consultant upon the completed installation of the Hockey Rink Stage Lighting System.

   b. All ongoing and future upkeep, maintenance, servicing or lighting equipment replacement performed by Consultant during the term of this Agreement shall be covered by the flat fee amount for the Services as stated in Section 7 of Exhibit A. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

   c. Consultant shall submit an itemized bill for Services provided to City upon completion of the Services. All bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in Exhibit A. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

   a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

   b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of

its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Todd McNurlin to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.

10. INDEMNIFICATION.

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

    b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

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

a. General Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence.

b. Professional Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence.

c. Workers' Compensation Insurance in accordance with statutory requirements.

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

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

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

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

Or e-mailed: jlevitt@cottagegrovemn.gov

If to Consultant: Frontrow Entertainment Systems, LLC
2290 Periwinkle Avenue North
Stillwater, MN 55082
Attention: Todd McNurlin

Or emailed: todd@fresys.com

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

15. GENERAL PROVISIONS.

a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

e. Data Practices 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.

f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[the remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By:_____
Tamara Anderson, City Clerk

Date:_____

FRONTROW ENTERTAINMENT SYSTEMS, LLC ("CONSULTANT")

By:_____

Its: Owner_____

Date:_____

EXHIBIT A

FRONTROW ENTERTAINMENT SYSTEMS SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is dated this 20th day of February, 2024.

CLIENT	CONTRACTOR
City of Cottage Grove	Frontrow Entertainment Systems, LLC
8020 80th St S, Cottage Grove, MN 55016, USA	2290 Periwinkle Ave N, Stillwater, MN 55082, USA
(the "Client")	(the "Contractor")

BACKGROUND

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Design, Material Acquisition and Install of Hockey Rink Stage Lighting System.

2. The Services will include the upkeep and maintenance of the Hockey Rink Stage Lighting Systems. Servicing or replacement of lighting equipment installed by Fontrow Entertainment Systems that are not performing to manufactures specifications. (Not including physical damage or abuse) Labor for this work is not included in this agreement.

3. Additional Lighting System Programming or Lighting fixture relocating are not included in this agreement.

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for a one year period from the agreement execution date. The Term may be extended with the written consent of the Parties.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement are met.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of $29,704.25 for the Services (the "Compensation").
8. $9,901.42 is payable by the Client upon delivery of project materials. The balance to be paid 30 days from project completion.
9. Invoices submitted by the Contractor to the Client are due upon receipt.

REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. (use of a lift to reach equipment to be serviced)
11. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor

under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

19. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

20. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

21. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

22. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. The cost of a lift to perform maintenance or repair is not covered in this agreement.

NO EXCLUSIVITY

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- City of Cottage Grove
  8020 80th St S, Cottage Grove, MN 55016, USA

- Frontrow Entertainment Systems, LLC
  2290 Periwinkle Ave N, Stillwater, MN 55082, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties,

punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

30. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 14 day of March, 2024.

City of Cottage Grove
Per: _____ (Seal)
Officer's Name: _____

Frontrow Entertainment Systems, LLC
Per: Todd McNurlin (Seal)
Officer's Name: Todd McNurlin

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East Ridge Face Off Club

March, 14, 2024

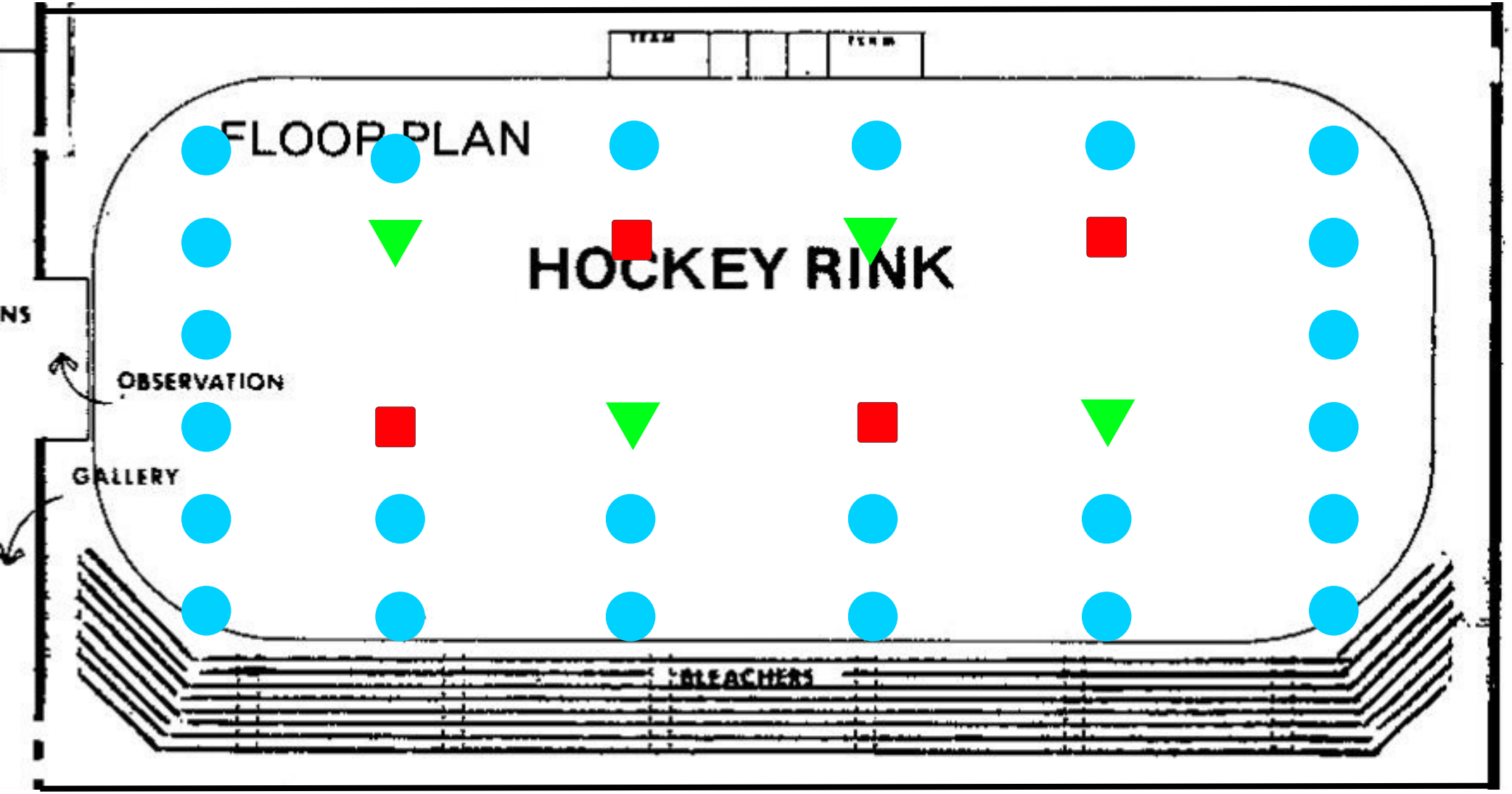
Attn: Jordan Hirman

Re: Donation to Cottage Grove Ice Arena

The Board of Directors for the East Ridge Face Off Club has voted to donate $8,750 towards the lights project for the West Rink that is pending a Service Agreement with Frontrow Entertainment Systems, LLC.

Donation will issued by the ERFOC when project is given full approval by the City of Cottage Grove.

Scott Lanahan, President
East Ridge Face Off Club



LB Hex

FLURRY

Rogue R2X Spot

City Council Action Request

7.N.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	Sale of Surplus Property
Staff Recommendation	Authorize Public Works to advertise and sell surplus property on Cranky Ape.
Budget Implication	na
Attachments	1. Cranky Ape 2024 golf

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

From: Adam Moshier, Facilities and Fleet Maintenance Manager

Date: March 28, 2024

RE: Sale of Surplus Property

Introduction

Public Works is requesting this property be sold. This equipment is from the golf course and was replaced.

Unit Number	Equipment	Asset Number
n/a	John Deere E Gator	3557
n/a	John Deere E Gator	3558

Requested Action

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

City Council Action Request

7.O.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	2024 Washington County Grant Agreement for Municipal Recycling
Staff Recommendation	Approve the 2024 Grant Agreement for Municipal Recycling Grant Distribution in the amount of $57,930.00.
Budget Implication	N/A

Attachments

1.	2024 Recycling Grant Agreement CC Memo
2.	2024 Recycling Grant Agreement

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

From: Joe Fox, PE, Project Engineer

Date: March 27, 2024

Re: 2024 Washington County Grant Agreement for Municipal Recycling

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Background

In an effort to improve recycling, the Washington County Department of Public Health and Environment awards recycling grants to participating cities to fund recycling awareness and programs for residents. The annual recycling grant reimburses the city for qualifying recycling programs.

Discussion

The County grant for Cottage Grove in 2024 is proposed at $57,930.00. The city utilizes this grant funding for the food scraps collection program, the spring clean-up event at Public Works, to offset the costs of articles on recycling topics that appear in Cottage Grove Reports, and on other recycling-related projects. The grant funding also reimburses the city for staff time spent working on recycling programs.

Recommendation

It is recommended that the City Council approve the 2024 Grant Agreement for Municipal Recycling Grant Distribution in the amount of $57,930.00.

2024
GRANT AGREEMENT
FOR
MUNICIPAL RECYCLING GRANT DISTRIBUTION

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016 hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term**:
   The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2024.

2. **The County's Obligations**:
   The County will pay the Grantee an amount of up to $57,930.00 which is to be used for recycling program expenses in 2024. Payment will be within 60 days of execution of this Agreement.

3. **The Grantee's Obligations**:

   a. The Grantee agrees to follow their 2024 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).

   b. The Grantee will use all recycling grant money received in 2024 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.

   c. The Grantee shall sign and return this Agreement to the County by July 1, 2024. Failure to do so will result in a reduction or loss of grant funds.

   d. The Grantee agrees to support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.

   e. The Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).

   f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling

and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. **Indemnification and Insurance**:

a. The Grantee agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this Agreement.

b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Commercial General Liability with Contractual liability coverage in the amount of $1,500,000 per occurrence with a $3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
2. Automobile coverage in the amount of $1,500,000 on a combined single limit basis and include hired and non-owned.
3. Worker's Compensation in statutory amount. (if applicable)

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Agreement, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Agreement. This certificate of insurance shall be on file with the County throughout the term of the Agreement. As a condition subsequent to this Agreement, Grantee shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Grantee to maintain a current certificate of insurance with the County shall be a substantial breach of the Agreement and any payments made pursuant to this Agreement shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by this Agreement is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

5. **Data Practices**:
All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

6. **Condition Subsequent:**
It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. **Records Availability and Retention**:
Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

   Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. **Independent Contractor**:
Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. **Nondiscrimination**:
The Grantee agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59 and not discriminate on the basis of race, creed, color, or national origin.
The Grantee's failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

10. **Firearms Prohibited:**
Unless specifically required by the terms of this Agreement or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Agreement or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Agreement. Violation of this provision is grounds for immediate suspension or termination of this Contract.

11. **Noncompliance by Grantee**:
If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. **Termination**:
This Agreement may be canceled by either party upon thirty (30) days written notice delivered to the other party to the addresses listed in Section 13 of this Agreement.

13. **Notice:**
Any notice required under this Agreement must be in writing and personally served or sent by prepaid registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the other:

If to County: Department of Public Health and Environment
14949 62nd Street North Stillwater, MN 55082-0006
Attention: Stephanie Holt

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

14. **Merger and Modification**:

a. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

15. **Force Majeure Events**:
For purposes of this Agreement, "Force Majeure" refers to an event that by its nature is unforeseen, or, if it was foreseen, was beyond reasonable control by either party. Neither County nor Grantee 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 County or Grantee under this Agreement. With a Force Majeure event, the parties agree to 1) make an attempt to reschedule any such municipally planned events impacted included but not limited to community clean-ups, collection events, planned performances, and promotional campaigns, or 2) substitute the impacted event with other acceptable recycling efforts as outlined in Exhibit A of this Agreement.

16. **Severability**:
If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

17. **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.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

BY:_____
Myron Bailey, Mayor

DATE:_____

BY:_____
Tamara Anderson, City Clerk

Date: _____

WASHINGTON COUNTY

BY:_____
David Brummel, Director
Department of Public Health
and Environment

DATE:_____

APPROVED AS TO FORM

BY: _____
Ass't Washington Co. Attorney

DATE: _____

EXHIBIT A

2024 Municipal Recycling Grant Guidelines

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Four levels of grant funding are available:

1. Base Funding: funding to cover administrative and program expenses to sustain existing programs and covers the BASIC category of the recycling continuum. Base funding is dependent on the number of households in a community.
2. Project Funding: funding to target specific grant projects that are related to achieving recycling goals and covers projects contained in the IMPROVED and ADVANCED categories of the recycling continuum.
3. Incentive Funding: funding for one-time special projects or purchases that cannot be covered with project funding. Project funding shall be used for before incentive funding is applied for.
4. Shared Resources Funding: funding for collaboration among multiple municipalities.

I. Eligibility Requirements

To receive funding through the Washington County municipal recycling grant program, municipalities must meet the following eligibility requirements:

1. A municipality's curbside recycling program shall be established by: 1) ordinance, 2) contracted with a hauler, or 3) a hauler be licensed to operate within the municipality.
2. Municipality must support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, as needed.
3. All multi-unit dwellings (4 or more units) must have recycling service available.
4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 8).
5. At a minimum, municipal staff must participate in two recycling coordinator meetings and one meeting with Washington County Department of Public Health and Environment ("PHE") staff per year to develop the grant project work plan(s).
6. Supply Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable).
7. Submit completed previous grant cycle expenditures and project final reports.
8. Submit complete application and project(s) form, as applicable.
    - Complete projects and performance measures outlined on the application or return funds for incomplete projects.
9. Continue to make progress along the municipal recycling performance continuum.

Washington County, on behalf of State requirements, reserves the right to withhold any and all funding from municipalities for: 1) failure to report on previous grant activities of a municipality (not in good effort), 2) failure to complete application and project work plans, and 3) failure to not actively engage with PHE staff in grant funding activities and the execution of projects.

II. Funding Application

Municipalities must complete a funding application by February 29th, 2024, to receive grant funding. Applications and yearly work plan(s) must be submitted using Re-TRAC Connect.

III. Grant Funding Allocation

Funding is separated into four (4) categories:

1. **Base funding:** funding for activities that sustain the municipalities existing recycling program. This includes funding for administration of a recycling ordinance, resident questions, completing the municipal grant application, work plan(s) and annual report, residential recycling information, website maintenance, and meeting the BASIC category of the continuum, which can be found on page 8. The table below shows how base funding is determined for each community.

# of Households	Eligible Amount for Base Funding
≤450	$1,500.00
451-1000	$2,500.00
1001-2000	$5,000.00
2001-5000	$10,000.00
5001-10000	$20,000.00
≥10000	$30,000.00

Note: household data is retrieved from the Metropolitan Council's most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

2. **Project funding**: funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum in the IMPROVED and ADVANCED categories, found on page 8. A municipality is eligible to receive $0.50/household/project. A municipality may qualify for up to four projects per year.
3. **Incentive funding**: one-time special project funding for large purchases that cannot be covered with project funding. Incentive funding can be applied for after the February 29th grant application deadline so long as the municipality meets to discuss with PHE staff. Funding can be requested and utilized at any time during the 2024 grant cycle.
4. **Shared Resource funding:** this is targeted to fund collaborations among municipalities. Municipalities participating in shared resource funding must designate one municipality to act as representative and fiscal agent to be liaison with the county.

IV. Eligible Expenses

Grant funds are used for the following expenses and are subject to approval by PHE staff:

1. **Administrative (maximum of 75% of County grant funds)**
    - Salary and legal costs of personnel only while directly working on, part time or full time, the planning, implementation and promotion of eligible activities.
    - Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.
    - County-approved educators, performers, and municipal staff who help implement required education activities using County toolkits and standardized messaging.
2. **Capital Expenses**
    - Event recycling containers
    - Public space recycling containers
    - Recycling containers and education for municipally owned/operated buildings and internal spaces
    - Resident-only municipal food scraps drop-off site
3. **Public Education and Promotion***
    - Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication promotional items reaching at least 1% of a community's population
    - Disseminating Washington County flyers, brochures, newsletters, posters, advertisements, videos, billboards, audio (radio, video, television, theatre) electronic (website and e-news) and other communication promotional items
    - Development of promotional materials for a community event such as a clean-up day or road clean up event
    - The percentage of cost for a municipality's newsletter devoted to recycling
    - Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)
4. **Singular Item Collection**
    - Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication specific to the collection of a specific item or material.*
    - Disposal costs of items collected for recycling or reuse at special collection events by an approved County vendor
5. **Other**
    - Yard waste, recycling, or composting project
    - Reuse projects and promotion
    - Other expenses with prior written approval from the PHE

*Municipalities should reference MN State Statute 16C.073 for purchasing of paper for print materials.

V. Ineligible Expenses

Ineligible expenses are considered the following and subject to review by PHE:

1. Permanent, single sort, year-round recycling drop-off locations
2. Disposal expenses for community clean up events or road cleanup activities where specific items are not directed to recycling or reuse
3. Expenses for non-waste abatement, such as energy or ground water
4. Ongoing recycling or garbage service fees (collection, processing, transportation)
5. Costs for office equipment and supplies
6. Street sweeping expenses
7. Beautification projects or rain gardens
8. Lobbying and legal expenses
9. Food or refreshments
10. Funding currently budgeted or being provided by applicant

VI. Standard List of Residential Curbside Recyclables to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. The Standard List of Residential Curbside recyclables can be found at the link below.

Washington County Standard List of Residential Curbside Recyclables

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. **Hauler Reporting**
   The Minnesota Pollution Control Agency (the State) will collect tonnage reports directly from haulers on behalf of counties and municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each county. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County's Re-TRAC Connect system for municipality's to view after the reporting period has closed.
2. **Annual Work Plan Project Status Reports**
   Municipalities receiving funding through the Washington County municipal recycling grant program must complete annual work plan project status reports. The annual report is a measure of a municipality's progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by January 31st of each year using the County's Re-TRAC Connect system.
   - **Work plan project status report:**
     - project completion (yes/no)
     - performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
     - description of information helpful to other municipalities desiring to replicate projects
3. **Final Program Expenditures Report**
   Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term. Reports must be completed to receive funding in future grant cycles. Components to be included in the final report includes the following:
   - **Program expenditures:** *Total program expenditures must equal total program revenue.*
     - Administrative costs including
       1. Direct salaries
       2. Direct membership, training, subscriptions
       3. Consultant services and or temporary help
       4. Promotion
       5. Design, printing and postage
       6. Advertisements/Videos/Promotional items
       7. Special events
       8. Other (list and describe)
     - **Capital Costs**
     - **Collection Costs** (grant funds cannot be used for collection costs)
     - **Other**
   - For each line item on the report's expenditures sheet, indicate:
     - Total County grant funds used
     - City/Township funds contributed
     - % of County grant used for particular line item
     - Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, and reasonable effort towards reaching outcomes from work plan activities implemented and progression along the recycling continuum. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measurable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding will be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

The county will be responsible for the following:

1. **Grant documents**
   PHE will provide the grant application and work plan by January 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the report for municipalities to report on their recycling program. Annual reports are available year round.
2. **Meetings**
   PHE staff will host quarterly recycling coordinator meetings and will make meeting materials available on the City Recycling Resources webpage on the County's website. PHE staff will also coordinate individual work plan meetings with each municipality to identify grant projects.
3. **Technical assistance**
   PHE staff will help identify if and how additional technical assistance is needed.
4. **Payments**
   Grant payment will be made in one installment, which is to be used for recycling program expenses in 2024. The payment will be made within 60 days of execution of the Recycling Grant Agreement.
5. **Recycling tonnages**
   Recycling tonnages for each municipality will be collected by the Minnesota Pollution Control Agency (the State) from the community's recycling hauler(s) on a bi-annual basis. Reports are available by request.
6. **Residential recycling survey**
   If requested, PHE will develop a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.
7. **Online recycling information and best practices**
   PHE will maintain the City Recycling Resources webpage on the County's website for use by municipal staff to obtain information on recycling best practices, track recycling coordinator meetings and access templates and other educational information designed specifically for use by municipalities.
8. **Commercial Recycling**
   PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.
9. **Recycling in multi-unit dwelling (4+ units)**

PHE has a separate funding mechanism to promote and support recycling in multi-unit dwellings. More information and ways to access this program can be found on www.bizrecycling.com.

Supplemental documents required upon application submittal:

1. Updated waste and recycling ordinance(s) (if applicable)
2. Updated waste and recycling contract(s) (if applicable)
3. City/Township council meeting minutes discussing/approving updated ordinances/contracts (if applicable)
4. Verification of public entities law (MN Statute 115.471 and 115A.46) (if applicable)
5. A certificate of insurance indicating the municipalities' general liability limits as indicated in Section 4 of the Agreement. *Please include certificate with the application.*

Washington County Municipal Recycling Grant Continuum

BASIC	*IMPROVED*	*ADVANCED*
Administrative		
Actively participate in municipal recycling grant program	Engage in professional development around recycling best practices	Provide professional development opportunities to municipal leadership and staff on recycling best practices
Participate in a minimum of two recycling coordinator meetings per year	Develop partnerships within the community to create more widespread knowledge of recycling best practices	Establish partnerships with other municipalities
Establish a curbside recycling program by ordinance or contract	Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements	Update solid waste/recycling ordinance and/or contract with county assistance to expand and require recycling best practices
Require collection of standard list of recyclables	Support community wide efforts to increase recycling of non-standard items	Adopt municipal policies to support waste reduction, reuse, and recycling for non-standard items
Support state efforts in obtaining hauler reports through ordinance, contract or license requirements		
Capital Expenses		
Establish signage or updated signage for collection best practices	Replace worn/torn/missing signage	Establish municipal drop locations for use by residents for items not available for curbside pick-up
Provide recycling in municipally owned/operated public spaces	Expand recycling in municipally owned/operated public spaces	Establish permanent-away-from-home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
Provide recycling in municipally owned/operated buildings (non-public facing)	Expand recycling in municipally owned/operated facilities (non-public facing)	Establish programs that target reuse
Education & Information		
Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county	Improve information on municipal web page to encourage waste reduction and reuse	Provide recycling and waste information to all new residents in the community
Share designated county created communications	Encourage backyard composting and provide information on county's compost bin/rain barrel sales	Establish recycling targets for the community
Update county resources as shared by the county	Encourage special events in community to utilize the county's special event resources	Encourage special events in the community to utilize municipal-owned special event resources (ex. Clear Streams)
Reach 1% of resident population with municipal waste and recycling information and programs	Encourage reuse opportunities and provide outreach on environmental benefits of reuse	Establish reuse incentive programs or equipment library
Reach 1% of resident population with information on the Ramsey/Washington Food Scrap Pickup Program	Encourage participation in the Ramsey/Washington Food Scrap Pickup Program	Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
Multi-Unit Dwellings		
Ensure all multi-unit dwellings (4 or more units) have recycling services available	Provide educational materials to interested properties and refer property managers to Washington County staff	Target education to specific multi-units and/or property managers
	Coordinate targeted information /events for multi-units	Host clean-up events for multi-units based on multi-unit turnover

City Council Action Request

7.P.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	2024 EAB Trunk Injection Treatment Program Agreement
Staff Recommendation	Approve the 2024 EAB Trunk Injection Treatment Program Agreement with Rainbow Treecare.
Budget Implication	None

Attachments

1.	Council Approval EAB Treatment Agreement_2024
2.	Agreement for Professional Services - Rainbow Treecare wExhibit (Cottage Grove) 3.6.24 (1) (Executed)

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

From: Gavin Hochstetler, Management Analyst

Date: April 3, 2024

Re: 2024 EAB Trunk Injection Treatment Program Agreement

Background

Since 2019, Cottage Grove has been working with Rainbow Treecare to promote and provide EAB treatment of private ash trees in the City. When this program was implemented in 2019, the City received proposals from different tree care companies, and ultimately selected Rainbow Treecare to partner with. Through this program, residents can contract with Rainbow Treecare to inspect and treat private ash trees at a fixed price based on the diameter of the tree. This program strengthens the community by not only providing tree care services at a fixed price but also educating residents about EAB. Rainbow Treecare will also inventory all private trees that are treated under this program and provide a GIS database to the City for future tracking.

Discussion

The current agreement with Rainbow Treecare has expired and needs to be renewed. This program has been very successful since implementation and staff is recommending renewing the agreement. A few important things to note with this program:

- There are no City funds used as part of this program, residents work directly with Rainbow Treecare.
- This agreement does not require residents to work with Rainbow Treecare for EAB treatment services, they are free to work with any contractor.
- The City does not warranty any work completed by Rainbow Treecare.

The City Attorney reviewed and provided comments on the EAB treatment program agreement. These comments have been incorporated into the final agreement, which is included with this item for approval. The agreement is for a three-year term and can be extended by written consent of both parties.

Recommendation

It is recommended that the City Council approve the 2024 EAB Trunk Injection Treatment Program Agreement with Rainbow Treecare.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this _____day of _____, 2024, ("Effective Date") by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Rainbow Treecare, 11571 K-Tel Drive, Minnetonka, Minnesota 55343 ("Consultant").

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

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

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

1. SERVICES.

    a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:

        i. A proposal dated February 16, 2024, incorporated herein as Exhibit A.

        ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.

    b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.

    c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Consultant shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during the performance of the Services. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from any applicable agency and government entity.

2. PAYMENT.

    a. Consultant shall receive payment for the Services provided pursuant to this Agreement in the manner described in Exhibit A.

b. The flat rate price per diameter at breast height ("DBH") inch for all tree sizes shall remain at the price per DBH listed in Exhibit A during the first year of the Agreement. On the anniversary of the Effective Date beginning in the year 2025, the price per DBH listed in Exhibit A shall increase by five (5) percent in each successive year for the term of the Agreement.

c. Any changes in the scope of the work of the Services that may result in an increase in the price per DBH or other compensation that may be due to Consultant shall require prior written approval by the authorized representative of the City or by the City Council. Any increase in the total compensation due for the Services provided by Consultant not contemplated in Exhibit A or this Agreement shall require prior written authorization from the City.

3. TERM. The term of this Agreement is from the Effective Date listed in the initial paragraph of this Agreement until October 16, 2026. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 12 of this Agreement.

b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances

include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

8. CITY'S REPRESENTATIVE. The City has designated Ryan Burfeind to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Ryan Spencer to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.

10. INDEMNIFICATION.

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

    b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

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

    a. General Liability Insurance, with a limit of $1,000,000 for any number of claims arising out of a single occurrence.

    b. Workers' Compensation Insurance in accordance with statutory requirements.

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

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

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

If to City:	City of Cottage Grove 12800 Ravine Parkway Cottage Grove, MN 55016 Attention: City Administrator Or e-mailed: jlevitt@cottagegrovemn.gov
If to Consultant:	Rainbow Treecare 11571 K-Tel Drive Minnetonka, MN 55343 Attention: Ryan Spencer Or emailed: rspencer@rainbowtreecare.com

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

14. GENERAL PROVISIONS.

    a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

    b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

    c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

    d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

    e. Data Practices 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.

f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[the remainder of the page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By:_____
Tamara Anderson, City Clerk

Date:_____

RAINBOW TREECARE ("CONSULTANT")

By: DocuSigned by: Ryan Spencer C8D802E98B08456... Ryan Spencer

Its: Municipal Consulting Arborist

Date: 3/15/2024

EXHIBIT A

Rainbow Treecare Proposal for
2024 Emerald Ash Borer Trunk Injection Treatment
Cottage Grove "Vendor Partner"

Project Understanding

The City of Cottage Grove (City) is soliciting a pricing proposal from Rainbow Treecare to conduct trunk injection treatments to combat EAB in the community. The desire is to secure a "not to exceed" price which Cottage Grove residents can access to treat private ash trees.

In order to negotiate the best possible price, and encourage residents to proactively treat ash trees, the City is requesting pricing for the following scenario:

Rainbow Treecare as **THE** "vendor partner" for the City of Cottage Grove.

Vendor will be listed as such on the City website and in other formats which the City chooses to employ. The city will work with the contractor to provide outreach to citizens. Partner does not mean exclusive, residents will be free to work with the vendor of their choosing. This rate and "vendor partner" status with the city will be for a period of 1 year, at which time the position can be reopened for quotes, or extended by the mutual written consent of the parties at the terms of their choosing.

Program Details

The City desires to collect inventory data for every ash tree that is treated in Cottage Grove to supplement current tree inventory data. Data shall include location of tree, size of tree, and date of treatment. The City also desires to have every treated tree identified with a simple tree tag indicating the year of treatment and the letters EAB. These tasks are included with this pricing proposal.

Ash trees shall be injected with a liquid formulation of 4% Emamectin benzoate as a preventative or therapeutic treatment for emerald ash borer. Rainbow Treecare shall have a competent superintendent who is an ISA certified arborist supervising all application crews. Rainbow Treecare shall also provide an adequate and qualified staff certified for the proper coordination and expediting of work under this agreement.

Rainbow Treecare Services

- Interested homeowners will contact Rainbow Treecare directly to initiate an inspection, receive a quote, and provide permission.
- Rainbow Treecare will inspect ash trees on private property and determine whether they are appropriate for treatment.
- All ash injections must be completed between May 15th and October 15th of each year or before fall leaf color, whichever occurs sooner.
- Any variances in dates must be approved by the city forester.
- All invoices will be remitted to the homeowner.

EAB Injection Price Quote

All private ash trees injected will be priced at a flat rate for price per DBH inch for all tree sizes.

Price per DBH: $8.80

DBH cutoff: None

Included in Rainbow Treecare's price per inch:

- Dedicated full-time municipal consulting and GIS staff
  - Single point of contact
  - End of year reporting on program participation including protected tree location
- Design, printing, and mailing of co-branded flyers to residents (example attached)
  - City landing web page
- National experience in communicating the impacts and management of EAB in communities.

The City of Cottage Grove does not guarantee or warranty Rainbow Treecare's products or services. The City considers Rainbow Treecare a company that is qualified to perform this service, but each property owner will be required to undertake a private contract with the vendor and the City will not warrant, insure or otherwise indemnify the homeowner for vendor's work or any damage as a result of vendor's work.

SIGNATURES

City of Cottage Grove

By:_____

Date:_____

Rainbow Treecare

By: DocuSigned by: Ryan Spencer C8D802F98B08456 Ryan Spencer

Date: 2/16/2024

City Council Action Request

7.Q.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	Dodge Nature Center Stormwater Management Facilities Agreement
Staff Recommendation	Approve the Stormwater Management Facilities Agreement with Dodge Nature Center.
Budget Implication	N/A
Attachments	1. Dodge Nature Center SW Mgmt Facilities Agreement CC Memo 2. Dodge Nature Center SW Mgmt Facilities Agreement

To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

From: Joe Fox, P.E., Project Engineer

Date: March 28, 2024

Re: Approve Dodge Nature Center Stormwater Management Facilities Agreement

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Background/Discussion

To meet the requirements of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Minnesota Pollution Control Agency (MPCA), the City must require property owners to inspect and maintain their private stormwater facilities. These facilities include ponds, sump catch basins, and infiltrations basins that only treat stormwater runoff from private property. These facilities are designed, built, and maintained to remove pollutants, such as sediment, to protect the quality of downstream water bodies.

At Shepard Farm on the corner of Jamaica Avenue and 70th Street, two private stormwater treatment basins were built in 2019 when Dodge Nature Center expanded their parking lot. A rain garden was constructed near the parking lot and a stormwater basin with a treatment ledge was built near the roundabout. These facilities treat stormwater before it leaves the site and enters public storm sewer.

The Stormwater Management Facilities Agreement states that the owner, Dodge Nature Center, will inspect and maintain the stormwater facilities so they function as designed. This Agreement gives the City the right to enter the property, conduct inspections and maintenance, and assess the owner for the costs if need be.

Recommendation

It is recommended that City Council approve the Stormwater Management Facilities Agreement with Dodge Nature Center.

(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement ("Agreement") is made, entered into and effective this ____ day of _____, 2024, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and Thomas Irvine Dodge Nature Center, a Minnesota nonprofit corporation ("Developer").

WHEREAS, Developer is the fee owner of certain real property situated in the City of Cottage Grove, County of Washington, State of Minnesota legally described as follows:

The Westerly 510.08 feet of the Southwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 21

Abstract Property
PID: 03.027.21.33.0002

AND

The Southeast Quarter of the Southeast Quarter of Section 4, Township 27, Range 21

Abstract Property
PIDs: 04.027.21.44.0001 and 04.027.21.44.0002

(the "Property"); and

WHEREAS, Developer obtained the approval of the City for the development of a parking lot on the Property, which included a requirement for Stormwater Management Facilities; and

WHEREAS, as used herein, the term "Stormwater Management Facilities" or "Facilities" refers to a rain garden, stormwater basin and all associated structures which are located outside the public road right-of-way; and

WHEREAS, the City required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit A attached hereto, as the same is described and depicted in those certain construction plans drawn by Landform Professional Services, LLC dated July 25, 2018 ("Plans"); and

WHEREAS, Developer constructed such Stormwater Management Facilities in 2018, which has been serving the Property since that time; and

WHEREAS, because the Stormwater Management Facilities incorporate an extensive rain garden feature between the parking lot and the stormwater basin, the stormwater basin is frequently dry or nearly dry in its normal operating condition; and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The City acknowledges that, as of the date of this Agreement, the Developer constructed the Stormwater Management Facilities according to the Plans. The Developer agrees to repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) monthly inspections and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and (ii) an annual inspection, and certification, by a qualified individual or company acceptable to the City that the Facilities are functioning in accordance with the approved Plans and have maintained the proper operation of the Facilities according to the City Standards, taking into account the fact that, due to the extensive rain garden element of the Facilities, when the Facilities are operating properly, the stormwater basin element of the Facilities will be frequently dry or nearly dry. If, as a result of an inspection by a qualified individual or company acceptable to the City or City staff, it is determined that the Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Facilities so that it functions as it was designed and intended. The Developer further agrees that they will not use the area of the Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

Subject to Section 5 below, Developer shall be solely responsible for the repair and maintenance of the Facilities and shall provide a copy of the required annual inspection report to the City. If the required annual inspection report is not submitted to the City by September 30th of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and

Developer's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of stormwater ponds owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Property shall be entitled to petition the City for the inclusion of the Facilities under such repair and maintenance program. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture,

loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

7. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. Consent. Developer consents to the recording of this Agreement.

11. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

12. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City:	City of Cottage Grove Attention: City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016
If to Developer:	Thomas Irvine Dodge Nature Center Attention: Jason Sanders 365 Marie Avenue West West St. Paul, MN 55118

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Its Mayor

By:_____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

_____
Notary Public

DEVELOPER:
THOMAS IRVINE DODGE NATURE CENTER

By: _____
Printed Name: Jason Sanders
Title: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 22 day of March, 2024, by Jason Sanders, the Executive Director of Thomas Irvine Dodge Nature Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

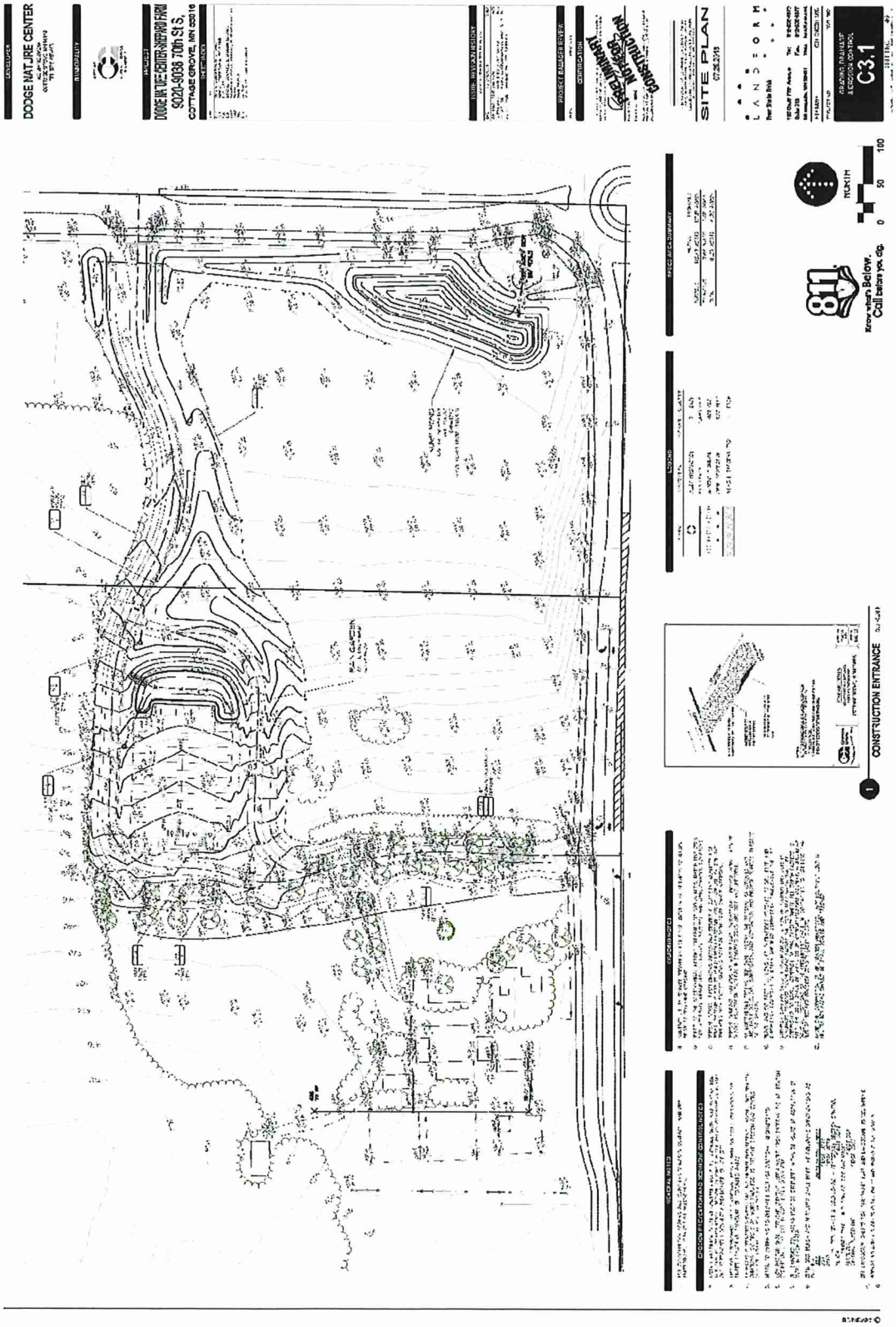
PATRICIA K. DILLON
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

_____
Notary Public

This instrument drafted by
And after recording, please return to:

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

EXHIBIT A
STORMWATER MAINTENANCE FACILITIES PLANS



City Council Action Request

7.R.

Meeting Date	4/3/2024
Department	Community Development
Agenda Category	Action Item
Title	Resolution Supporting Retention of City Zoning Authority
Staff Recommendation	Adopt Resolution 2024-056 supporting the City of Cottage Grove's retention of zoning and land use authority.
Budget Implication	N/A
Attachments	1. Retention of Zoning Authority CC Memo 2. Retention of Zoning Authority Resolution

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

FROM: Mike Mrosla, Senior Planner

DATE: April 3, 2024

RE: Resolution Supporting Retention of City Zoning Authority

Background

Legislation has been introduced that would undermine the abilities of cities to make their own decisions about zoning and land use. The “Missing Middle Housing” bill and other similar bills increase housing density and take away cities’ rights to make zoning and land use decisions that best fit their communities’ needs. These bills broadly preempt city zoning and land use authorities, ignore comprehensive plans, and lack consideration for how cities utilize zoning and land use to ensure the health, safety, and welfare for residents and scale infrastructure to support new housing density.

Addressing housing affordability and availability is a statewide issue. However, a one size fits all approach does not fix the problem as cities across Minnesota are unique as they have distinct, local housing needs, public infrastructure capacity, public services and safety availabilities, and funding resources. The proposed bills replace existing zoning and land use authorities with an overly broad and rigid framework that eliminates the ability for cities to account for local characteristics and to be responsive to local conditions.

Cities across the state have already implemented innovative changes at the local level with community engagement to address their individual zoning and land use ordinances, provide local resources to ensure affordability, and create opportunities for new development across the housing spectrum. The attached resolution indicates the City’s support of retaining local zoning and land use authority.

Recommendation

Adopt Resolution 2024-056 supporting the City of Cottage Grove’s retention of zoning and land use authority.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-056

RESOLUTION SUPPORTING THE CITY OF COTTAGE GROVE'S RETENTION OF ZONING AUTHORITY

WHEREAS, decisions about local zoning and land use that best fit community needs are best left to city residents and officials; and

WHEREAS, cities use zoning and land use regulations to balance property usage, plan for community growth, dedicate space and capacity for public infrastructure to support development (roads, parks and trails, transportation, sewer, stormwater, water, etc.), mitigate flooding and erosion, and preserve natural resources among others; and

WHEREAS, the Minnesota State Legislature, in an attempt to address housing availability and affordability challenges, is considering measures that would preempt city authority to regulate land use and zoning and assign that authority to state government; and

WHEREAS, passage of those measures would inadequately address housing availability and affordability challenges; and

WHEREAS, a rigid framework for land use and zoning mandated by the state makes little sense and cities require flexibility to address their own unique circumstances; and

WHEREAS, provisions of the proposed state measures would place the fiscal burden for infrastructure cost of new residential development on the shoulders of existing homeowners and renters in our local communities; and

WHEREAS, building of multiple housing units on a single residential lot with inadequate spacing, as allowed in the proposed zoning preemption measures, could result in service delivery problems like limiting emergency medical services and fire departments' access to city neighborhoods; and

WHEREAS, provisions would also silence local residents from their concerns regarding proposed developments during public comment periods of city council and other public meetings; and

WHEREAS, cities across the state have already put in years of work to address zoning issues, and continue to do so, with the help of community engagement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Cottage Grove, that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

Passed this 3rd day of April 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

8.A.

Meeting Date	4/3/2024
Department	Finance
Agenda Category	Action Item
Title	Approve Disbursements
Staff Recommendation	Approve disbursements for the period of 03/15/2024 through 03/28/2024 in the amount of $5,029,991.02.
Budget Implication	N/A
Attachments	1. Expense Approval Report 04-03-2024 Council Meeting 2. Payroll Check Register 04-03-2024 Council Meeting

City Council Action Request

10.A.

Meeting Date	4/3/2024
Department	Public Works
Agenda Category	Action Item
Title	2024 Pavement Management Project
Staff Recommendation	Adopt Resolution 2024-055 awarding the bid for the 2024 Pavement Management Project to OMG Midwest Inc., dba Minnesota Paving & Materials, in the total amount of $903,739.48.
Budget Implication	$903,739.48 - Assessments, Utility Funds, General Levy

Attachments

1.	2024 PM Bid Results Letter
2.	2024 PM Abstract of Bids
3.	2024 PM Bid Award Resolution

BOLTON & MENK
Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

March 21, 2024

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Bid Results
2024 Pavement Management Project
BMI Project No. 0N1.130858

Dear Honorable Mayor and City Council:

Bids for the 2024 Pavement Management Project were opened on Thursday, March 21, 2024. A total of five (5) bids were received. Below is the summary of bids:

	Contractor	Base Bid
1.	OMG Midwest Inc. dba Minnesota Paving & Materials	$903,739.48
2.	Park Construction Company	$977,811.30
3.	Northwest	$991,478.40
4.	Bituminous Roadways Inc.	$1,093,157.11
5.	McNamara Contracting	$1,214,720.00

The low Bidder on the Project was OMG Midwest Inc. dba Minnesota Paving & Materials with a Total Base Bid Amount of $903,739.48, which was under the Engineer's Estimate of $945,000. If the City Council decides to award the Project to the low bidder, then OMG Midwest Inc. dba Minnesota Paving & Materials should be awarded the Project on the Total Base Bid Amount of **$903,739.48.**

If you have any questions, please feel free to contact me at (651) 968-7674.

Sincerely,
Bolton & Menk, Inc.

Michael Boex, PE

Bolton & Menk is an equal opportunity employer.

ABSTRACT OF BIDS

2024 PAVEMENT MANAGEMENT PROJECT
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO.0N1.130858

Bid: March 21, 2024 at 10:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	1 OMG Midwest Inc. dba Minnesota Paving & Materials, Mankato, MN		2 Park Construction Company, Cottage Grove, MN		3 Northwest Asphalt, Inc., Shakopee, MN		4 Bituminous Roadways, Inc., Mendota Heights, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	PART 1 - STREETS										
1	MOBILIZATION	1	LS	$34,800.00	$34,800.00	$60,500.00	$60,500.00	$55,000.00	$55,000.00	$80,000.00	$80,000.00
2	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00	$2,960.00	$2,960.00	$7,957.00	$7,957.00	$5,000.00	$5,000.00
3	TEMPORARY MAILBOX	79	EA	$75.50	$5,964.50	$76.50	$6,043.50	$81.75	$6,458.25	$79.00	$6,241.00
4	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL)	70	LF	$5.88	$411.60	$3.05	$213.50	$5.45	$381.50	$3.00	$210.00
5	REMOVE SIGN	1	EA	$40.11	$40.11	$40.80	$40.80	$43.60	$43.60	$42.00	$42.00
6	REMOVE SIGNPOST	3	EA	$40.11	$120.33	$40.80	$122.40	$43.60	$130.80	$42.00	$126.00
7	REMOVE CONCRETE CURB AND GUTTER	7,450	LF	$4.27	$31,811.50	$3.15	$23,467.50	$4.15	$30,917.50	$9.50	$70,775.00
8	REMOVE BITUMINOUS TRAIL PAVEMENT	10	SY	$12.64	$126.40	$65.70	$657.00	$6.54	$65.40	$18.00	$180.00
9	REMOVE BITUMINOUS STREET PAVEMENT	12,950	SY	$5.00	$64,750.00	$3.15	$40,792.50	$3.66	$47,397.00	$5.00	$64,750.00
10	REMOVE EXISTING CONCRETE SLAB	110	SF	$4.24	$466.40	$7.25	$797.50	$2.18	$239.80	$2.00	$220.00
11	SALVAGE AND REINSTALL SIGN	3	EA	$100.29	$300.87	$10.20	$30.60	$109.00	$327.00	$105.00	$315.00
12	SALVAGE AND REINSTALL MAILBOX	8	EA	$200.57	$1,604.56	$204.00	$1,632.00	$218.00	$1,744.00	$211.00	$1,688.00
13	SALVAGE AND REINSTALL CLUSTER MAILBOX	16	EA	$225.64	$3,610.24	$230.00	$3,680.00	$245.25	$3,924.00	$237.00	$3,792.00
14	SALVAGE AND REINSTALL COMMUNITY MAILBOX	6	EA	$275.79	$1,654.74	$281.00	$1,686.00	$299.75	$1,798.50	$290.00	$1,740.00
15	EXCAVATION - COMMON (EV)	215	CY	$24.00	$5,160.00	$36.90	$7,933.50	$20.17	$4,336.55	$40.00	$8,600.00
16	EXCAVATION - SUBGRADE (EV)	430	CY	$24.00	$10,320.00	$21.30	$9,159.00	$29.98	$12,891.40	$36.00	$15,480.00
17	AGGREGATE BACKFILL (MODIFIED)	850	TN	$7.32	$6,222.00	$34.60	$29,410.00	$15.81	$13,438.50	$20.00	$17,000.00
18	AGGREGATE BASE, VIRGIN CLASS 5	1,225	TN	$17.31	$21,204.75	$18.10	$22,172.50	$14.80	$18,130.00	$25.00	$30,625.00
19	MIX AND FINISH GRADE AGGREGATE BASE - STREET	12,750	SY	$3.50	$44,625.00	$2.10	$26,775.00	$0.95	$12,112.50	$2.00	$25,500.00
20	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	2,820	TN	$85.00	$239,700.00	$86.50	$243,930.00	$95.36	$268,915.20	$84.00	$236,880.00
21	BITUMINOUS MATERIAL FOR TACK COAT	640	GAL	$2.01	$1,286.40	$3.00	$1,920.00	$4.36	$2,790.40	$0.01	$6.40
22	BITUMINOUS INCENTIVE	1	LS	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
23	PATCH BITUMINOUS TRAIL	3	SY	$104.56	$313.68	$365.00	$1,095.00	$143.88	$431.64	$39.00	$117.00
24	REMOVE AND REPLACE BITUMINOUS DRIVEWAY PAVEMENT	280	SY	$49.32	$13,809.60	$47.20	$13,216.00	$39.57	$11,079.60	$51.00	$14,280.00
25	REMOVE AND REPLACE 6 INCH CONCRETE DRIVEWAY RESIDENTIAL	740	SY	$78.65	$58,201.00	$83.20	$61,568.00	$72.58	$53,709.20	$102.00	$75,480.00
26	6 INCH CONCRETE MAILBOX PAD	110	SF	$10.55	$1,160.50	$10.70	$1,177.00	$11.36	$1,249.60	$11.50	$1,265.00
27	6 INCH CONCRETE PEDESTRIAN CURB RAMP	106	SF	$17.22	$1,825.32	$17.50	$1,855.00	$18.53	$1,964.18	$18.00	$1,908.00
28	TRUNCATED DOME PANELS	16	SF	$65.84	$1,053.44	$67.00	$1,072.00	$70.85	$1,133.60	$70.00	$1,120.00
29	CONCRETE CURB AND GUTTER - SURMOUNDABLE D428	7,450	LF	$17.50	$130,375.00	$17.70	$131,865.00	$17.68	$131,716.00	$19.00	$141,550.00
30	PREMIUM TOPSOIL BORROW MODIFIED	1,075	CY	$5.01	$5,385.75	$59.70	$64,177.50	$49.05	$52,728.75	$65.00	$69,875.00
31	HYDRAULIC MATRIX TYPE MULCH	4,100	SY	$1.00	$4,100.00	$1.65	$6,765.00	$4.96	$20,336.00	$1.75	$7,175.00
32	SEEDING, MNDOT MIX 25-151	250	LB	$10.13	$2,532.50	$8.00	$2,000.00	$10.85	$2,712.50	$8.00	$2,000.00
33	APPLICATION OF WATER FOR TURF ESTABLISHMENT	210	MGAL	$40.00	$8,400.00	$52.00	$10,920.00	$81.75	$17,167.50	$53.00	$11,130.00
34	SIGN POST FOR STREET NAME BLADES	3	EA	$351.00	$1,053.00	$357.00	$1,071.00	$381.50	$1,144.50	$368.00	$1,104.00
35	STORM DRAIN INLET PROTECTION PER STANDARD DETAIL ERO-9	21	EA	$156.00	$3,276.00	$194.00	$4,074.00	$261.60	$5,493.60	$0.01	$0.21
36	STREET SWEEPER WITH OPERATOR	13	HR	$160.46	$2,085.98	$173.00	$2,249.00	$174.40	$2,267.20	$100.00	$1,300.00
37	SKIDSTEER WITH OPERATOR	6	HR	$0.01	$0.06	$168.00	$1,008.00	$194.02	$1,164.12	$165.00	$990.00
38	EROSION CONTROL SUPERVISOR	1	LS	$1,400.00	$1,400.00	$2,370.00	$2,370.00	$0.01	$0.01	$5,000.00	$5,000.00
39	WATER FOR DUST CONTROL	15	MGAL	$76.46	$1,146.90	$54.30	$814.50	$55.00	$825.00	$75.00	$1,125.00
	TOTAL PART 1 - STREETS				**$722,798.13**		**$798,720.30**		**$801,621.90**		**$912,089.61**

ABSTRACT OF BIDS

2024 PAVEMENT MANAGEMENT PROJECT
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO.0N1.130858

Bid: March 21, 2024 at 10:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	1 OMG Midwest Inc. dba Minnesota Paving & Materials Mankato, MN UNIT PRICE	AMOUNT	2 Park Construction Company Cottage Grove, MN UNIT PRICE	AMOUNT	3 Northwest Asphalt, Inc. Shakopee, MN UNIT PRICE	AMOUNT	4 Bituminous Roadways, Inc. Mendota Heights, MN UNIT PRICE	AMOUNT
	PART 2 - SANITARY SEWER										
40	ADJUST SANITARY MANHOLE CASTING (INCL RINGS)	18	EA	$956.12	$17,210.16	$1,080.00	$19,440.00	$800.00	$14,400.00	$1,010.00	$18,180.00
41	REMOVE AND REPLACE CONE SECTION (48" DIA MH)	1	EA	$3,186.09	$3,186.09	$3,240.00	$3,240.00	$3,100.00	$3,100.00	$1,970.00	$1,970.00
42	REMOVE AND REPLACE CASTING (27" R-1642 SANITARY)	1	EA	$1,415.43	$1,415.43	$1,460.00	$1,460.00	$1,400.00	$1,400.00	$805.00	$805.00
	TOTAL PART 2 - SANITARY SEWER				**$21,811.68**		**$24,140.00**		**$18,900.00**		**$20,955.00**
	PART 3 - WATER MAIN										
43	ADJUST GATE VALVE	7	EA	$471.31	$3,299.17	$550.00	$3,850.00	$450.00	$3,150.00	$283.00	$1,981.00
44	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	7	EA	$163.26	$1,142.82	$550.00	$3,850.00	$437.00	$3,059.00	$207.00	$1,449.00
45	RECONSTRUCT VALVE BOX	4	LF	$391.63	$1,566.52	$408.00	$1,632.00	$535.00	$2,140.00	$227.00	$908.00
46	HYDRANT RECONDITIONING AND PAINTING	8	EA	$626.79	$5,014.32	$638.00	$5,104.00	$1,265.00	$10,120.00	$1,560.00	$12,480.00
47	6 INCH CONCRETE HYDRANT ACCESS PAD	150	SF	$16.82	$2,523.00	$10.70	$1,605.00	$11.25	$1,687.50	$19.00	$2,850.00
	TOTAL PART 3 - WATER MAIN				**$13,545.83**		**$16,041.00**		**$20,156.50**		**$19,668.00**
	PART 4 - STORM SEWER										
48	REMOVE MANHOLE CONE SECTION - STORM SEWER	1	EA	$1,002.86	$1,002.86	$1,020.00	$1,020.00	$2,500.00	$2,500.00	$484.00	$484.00
49	RANDOM RIP RAP CL-3	16	EA	$200.57	$3,209.12	$204.00	$3,264.00	$165.00	$2,640.00	$128.00	$2,048.00
50	ADD CBMH TOPSLAB, 48" DIA STORM STRUCTURE	1	LF	$1,616.61	$1,616.61	$1,640.00	$1,640.00	$1,578.00	$1,578.00	$1,380.00	$1,380.00
51	ADD 1' SECTION, 48" DIA STORM STRUCTURE	1	EA	$1,348.85	$1,348.85	$1,370.00	$1,370.00	$3,764.00	$3,764.00	$1,740.00	$1,740.00
52	ADD 4' SECTION, 48" DIA STORM STRUCTURE	1	SF	$1,895.41	$1,895.41	$1,930.00	$1,930.00	$5,028.00	$5,028.00	$2,710.00	$2,710.00
53	ADJUST CATCH BASIN CASTING, INCL HDPE ADJ RINGS	12	$0.00	$512.59	$6,151.08	$565.00	$6,780.00	$430.00	$5,160.00	$325.00	$3,900.00
54	REMOVE AND REPLACE R-3067-VB CASTING	12	$0.00	$977.20	$11,726.40	$359.00	$4,308.00	$965.00	$11,580.00	$740.00	$8,880.00
55	PATCH STORM STRUCTURE	5	$0.00	$479.52	$2,397.60	$485.00	$2,425.00	$675.00	$3,375.00	$445.00	$2,225.00
56	ADJUST STORM SEWER MANHOLE CASTING, INCL HDPE ADJ RINGS	1	EA	$956.12	$956.12	$1,080.00	$1,080.00	$690.00	$690.00	$1,050.00	$1,050.00
	TOTAL PART 4 - STORM SEWER				**$30,304.05**		**$23,817.00**		**$36,315.00**		**$24,417.00**
	PART 5 - STREET LIGHTING										
57	REMOVE LIGHTING UNIT FOUNDATION	1	EA	$1,504.29	$1,504.29	$612.00	$612.00	$650.00	$650.00	$625.00	$625.00
58	CONNECT TO EXISTING LIGHT	16	EA	$253.00	$4,048.00	$255.00	$4,080.00	$255.00	$4,080.00	$260.00	$4,160.00
59	SALVAGE AND REPLACE LUMINAIRE (CITY SUPPLIED)	16	EA	$828.00	$13,248.00	$833.00	$13,328.00	$820.00	$13,120.00	$840.00	$13,440.00
60	REMOVE AND REPLACE STREET LIGHT POLE	3	EA	$828.00	$2,484.00	$833.00	$2,499.00	$820.00	$2,460.00	$840.00	$2,520.00
61	HANDHOLE TYPE B	17	EA	$728.00	$12,376.00	$732.00	$12,444.00	$730.00	$12,410.00	$740.00	$12,580.00
62	UNDERGROUND WIRE 1 C/6 AWG	6,700	LF	$1.86	$12,462.00	$1.85	$12,395.00	$1.95	$13,065.00	$1.95	$13,065.00
63	UNDERGROUND WIRE 1 C/8 GROUND	3,350	LF	$1.38	$4,623.00	$1.40	$4,690.00	$1.50	$5,025.00	$1.45	$4,857.50
64	1.5" NON-METALLIC CONDUIT	3,350	LF	$18.75	$62,812.50	$18.90	$63,315.00	$18.50	$61,975.00	$18.80	$62,980.00
65	LIGHT FOUNDATION DESIGN TYPE A	1	EA	$1,722.00	$1,722.00	$1,730.00	$1,730.00	$1,700.00	$1,700.00	$1,800.00	$1,800.00
	TOTAL PART 5 - STREET LIGHTING				**$115,279.79**		**$115,093.00**		**$114,485.00**		**$116,027.50**
	TOTAL BID				**$903,739.48**		**$977,811.30**		**$991,478.40**		**$1,093,157.11**

ABSTRACT OF BIDS

2024 PAVEMENT MANAGEMENT PROJECT
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO.0N1.130858

Bid: March 21, 2024 at 10:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	5 McNamara Contracting, Inc. Rosemount, MN UNIT PRICE	AMOUNT
	PART 1 - STREETS				
1	MOBILIZATION	1	LS	$200,000.00	$200,000.00
2	TRAFFIC CONTROL	1	LS	$4,000.00	$4,000.00
3	TEMPORARY MAILBOX	79	EA	$80.00	$6,320.00
4	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL)	70	LF	$1.00	$70.00
5	REMOVE SIGN	1	EA	$30.00	$30.00
6	REMOVE SIGNPOST	3	EA	$30.00	$90.00
7	REMOVE CONCRETE CURB AND GUTTER	7,450	LF	$12.00	$89,400.00
8	REMOVE BITUMINOUS TRAIL PAVEMENT	10	SY	$50.00	$500.00
9	REMOVE BITUMINOUS STREET PAVEMENT	12,950	SY	$4.00	$51,800.00
10	REMOVE EXISTING CONCRETE SLAB	110	SF	$5.00	$550.00
11	SALVAGE AND REINSTALL SIGN	3	EA	$265.00	$795.00
12	SALVAGE AND REINSTALL MAILBOX	8	EA	$210.00	$1,680.00
13	SALVAGE AND REINSTALL CLUSTER MAILBOX	16	EA	$250.00	$4,000.00
14	SALVAGE AND REINSTALL COMMUNITY MAILBOX	6	EA	$300.00	$1,800.00
15	EXCAVATION - COMMON (EV)	215	CY	$35.00	$7,525.00
16	EXCAVATION - SUBGRADE (EV)	430	CY	$35.00	$15,050.00
17	AGGREGATE BACKFILL (MODIFIED)	850	TN	$20.00	$17,000.00
18	AGGREGATE BASE, VIRGIN CLASS 5	1,225	TN	$20.00	$24,500.00
19	MIX AND FINISH GRADE AGGREGATE BASE - STREET	12,750	SY	$1.00	$12,750.00
20	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	2,820	TN	$80.00	$225,600.00
21	BITUMINOUS MATERIAL FOR TACK COAT	640	GAL	$2.00	$1,280.00
22	BITUMINOUS INCENTIVE	1	LS	$7,500.00	$7,500.00
23	PATCH BITUMINOUS TRAIL	3	SY	$260.00	$780.00
24	REMOVE AND REPLACE BITUMINOUS DRIVEWAY PAVEMENT	280	SY	$40.00	$11,200.00
25	REMOVE AND REPLACE 6 INCH CONCRETE DRIVEWAY RESIDENTIAL	740	SY	$110.00	$81,400.00
26	6 INCH CONCRETE MAILBOX PAD	110	SF	$20.00	$2,200.00
27	6 INCH CONCRETE PEDESTRIAN CURB RAMP	106	SF	$25.00	$2,650.00
28	TRUNCATED DOME PANELS	16	SF	$50.00	$800.00
29	CONCRETE CURB AND GUTTER - SURMOUNDABLE D428	7,450	LF	$18.00	$134,100.00
30	PREMIUM TOPSOIL BORROW MODIFIED	1,075	CY	$55.00	$59,125.00
31	HYDRAULIC MATRIX TYPE MULCH	4,100	SY	$4.00	$16,400.00
32	SEEDING, MNDOT MIX 25-151	250	LB	$8.00	$2,000.00
33	APPLICATION OF WATER FOR TURF ESTABLISHMENT	210	MGAL	$75.00	$15,750.00
34	SIGN POST FOR STREET NAME BLADES	3	EA	$265.00	$795.00
35	STORM DRAIN INLET PROTECTION PER STANDARD DETAIL ERO-9	21	EA	$150.00	$3,150.00
36	STREET SWEEPER WITH OPERATOR	13	HR	$100.00	$1,300.00
37	SKIDSTEER WITH OPERATOR	6	HR	$100.00	$600.00
38	EROSION CONTROL SUPERVISOR	1	LS	$400.00	$400.00
39	WATER FOR DUST CONTROL	15	MGAL	$65.00	$975.00
	TOTAL PART 1 - STREETS				**$1,005,865.00**

ABSTRACT OF BIDS

2024 PAVEMENT MANAGEMENT PROJECT
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO.0N1.130858

Bid: March 21, 2024 at 10:00 a.m.

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ITEM NO.	ITEM	APPROX. QUANT.	UNIT	McNamara Contracting, Inc. Rosemount, MN UNIT PRICE	AMOUNT
	PART 2 - SANITARY SEWER				
40	ADJUST SANITARY MANHOLE CASTING (INCL RINGS)	18	EA	$800.00	$14,400.00
41	REMOVE AND REPLACE CONE SECTION (48" DIA MH)	1	EA	$4,000.00	$4,000.00
42	REMOVE AND REPLACE CASTING (27" R-1642 SANITARY)	1	EA	$1,500.00	$1,500.00
	TOTAL PART 2 - SANITARY SEWER				**$19,900.00**
	PART 3 - WATER MAIN				
43	ADJUST GATE VALVE	7	EA	$800.00	$5,600.00
44	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	7	EA	$1,000.00	$7,000.00
45	RECONSTRUCT VALVE BOX	4	LF	$1,200.00	$4,800.00
46	HYDRANT RECONDITIONING AND PAINTING	8	EA	$1,700.00	$13,600.00
47	6 INCH CONCRETE HYDRANT ACCESS PAD	150	SF	$20.00	$3,000.00
	TOTAL PART 3 - WATER MAIN				**$34,000.00**
	PART 4 - STORM SEWER				
48	REMOVE MANHOLE CONE SECTION - STORM SEWER	1	EA	$2,100.00	$2,100.00
49	RANDOM RIP RAP CL-3	16	EA	$110.00	$1,760.00
50	ADD CBMH TOPSLAB, 48" DIA STORM STRUCTURE	1	LF	$2,000.00	$2,000.00
51	ADD 1' SECTION, 48" DIA STORM STRUCTURE	1	EA	$1,000.00	$1,000.00
52	ADD 4' SECTION, 48" DIA STORM STRUCTURE	1	SF	$2,500.00	$2,500.00
53	ADJUST CATCH BASIN CASTING, INCL HDPE ADJ RINGS	12	$0.00	$500.00	$6,000.00
54	REMOVE AND REPLACE R-3067-VB CASTING	12	$0.00	$1,500.00	$18,000.00
55	PATCH STORM STRUCTURE	5	$0.00	$400.00	$2,000.00
56	ADJUST STORM SEWER MANHOLE CASTING, INCL HDPE ADJ RINGS	1	EA	$800.00	$800.00
	TOTAL PART 4 - STORM SEWER				**$36,160.00**
	PART 5 - STREET LIGHTING				
57	REMOVE LIGHTING UNIT FOUNDATION	1	EA	$630.00	$630.00
58	CONNECT TO EXISTING LIGHT	16	EA	$265.00	$4,240.00
59	SALVAGE AND REPLACE LUMINAIRE (CITY SUPPLIED)	16	EA	$900.00	$14,400.00
60	REMOVE AND REPLACE STREET LIGHT POLE	3	EA	$900.00	$2,700.00
61	HANDHOLE TYPE B	17	EA	$750.00	$12,750.00
62	UNDERGROUND WIRE 1 C/6 AWG	6,700	LF	$2.00	$13,400.00
63	UNDERGROUND WIRE 1 C/8 GROUND	3,350	LF	$1.50	$5,025.00
64	1.5" NON-METALLIC CONDUIT	3,350	LF	$19.00	$63,650.00
65	LIGHT FOUNDATION DESIGN TYPE A	1	EA	$2,000.00	$2,000.00
	TOTAL PART 5 - STREET LIGHTING				**$118,795.00**
	TOTAL BID				**$1,214,720.00**

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-055

RESOLUTION AWARDING THE BID FOR THE 2024 PAVEMENT MANAGEMENT PROJECT TO OMG MIDWEST INC. dba MINNESOTA PAVING & MATERIALS IN THE TOTAL AMOUNT OF $903,739.48

WHEREAS, plans and specifications for the 2024 Pavement Management Project were completed according to City standards; and

WHEREAS, bids were requested to provide the necessary work; and

WHEREAS, five firms submitted bids; and

WHEREAS, it appears that OMG Midwest Inc. dba Minnesota Paving & Materials provided the lowest responsible bid; and

WHEREAS, it is the recommendation of the City Engineer that the bid be awarded to OMG Midwest Inc. dba Minnesota Paving & Materials in the total amount of $903,739.48.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the 2024 Pavement Management Project is awarded to OMG Midwest Inc. dba Minnesota Paving & Materials in the total amount of $903,739.48.

Passed this 3rd day of April, 2024.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

11.A.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	Tobacco Compliance Check Violation - Hy-Vee Gas Station
Staff Recommendation	1. Allow the business representative an opportunity to respond to the City Council regarding tobacco compliance check violations occurring February 27, 2024. 2. If the representative admits to the violation or fails to attend, it is recommended to impose the scheduled penalty for the 2nd violation in a 36-month period of a $600.00 fine. 3. If a representative denies the violation, it is recommended to schedule a contested-case hearing before an administrative law judge.
Budget Implication	

Attachments

1.	Memo - Tobacco.License.Check.Violations.HyVee 3-28-2024
2.	CG24006533 HyVee Compliance Failure

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

From: Peter J Koerner, Director of Public Safety

Date: March 27, 2024

Subject: **TOBACCO COMPLIANCE CHECK VIOLATION**

Background
On February 27, 2024, the Cottage Grove Public Safety Department conducted tobacco compliance checks of Cottage Grove businesses holding tobacco licenses, by using an underage buyer. The following business failed the compliance check:

Hy-Vee Gas Station at 7280 East Point Douglas Road South.
This is the business's second violation in a 36-month period. (Past violation November 11, 2023)

A letter has been delivered to the Hy-Vee Gas Station requesting the presence of a representative to attend the April 3, 2024, City Council Meeting and respond to the allegation that their business sold tobacco to an underage buyer. They were informed that if they admitted to the violation or failed to attend, staff will request Council to impose the scheduled fine as outlined in our City Fee Table, and if they denied the allegation, staff would request that a contested-case hearing be scheduled before an administrative law judge.

Presentation
A brief overview of the compliance process and the violation that occurred on February 27, 2024.

Summary of compliance process
Cottage Grove Public Safety conducts two tobacco compliance checks per calendar year, which has been our practice for decades. We believe hiring, training, and supervising responsible staff is essential to keeping businesses in compliance with State Laws and City Ordinances regulating the sale of tobacco. We appreciate the effort businesses have put into this important part of their operations. Responsible tobacco sales are a respected part of our business community, and their efforts to help us keep tobacco out of the hands of youth are commendable. We will continue to regularly use tobacco compliance checks as a tool in our efforts to keep the City of Cottage Grove safe. Through cooperation in working together, we can make a difference. With our recent Community Engagement Officer addition, we have been working to create even better partnerships and training opportunities with the business community.

Sgt Michael McCormick currently oversees the Compliance Check Officer and provided the summary on the procedure.

To conduct these compliance checks, Cottage Grove Police Officers recruit volunteers from the community that have an interest in law enforcement and want to help keep their community safe. The volunteers assist officers by entering licensed establishments to verify they are complying with local and state laws. They are at least 18-years old, but under the age of 21. They must have a valid issued identification card or driver's license that is current and has a picture. During the tobacco compliance checks, the volunteer is accompanied by two officers.

Volunteer decoys are given the following instructions and actions are taken.

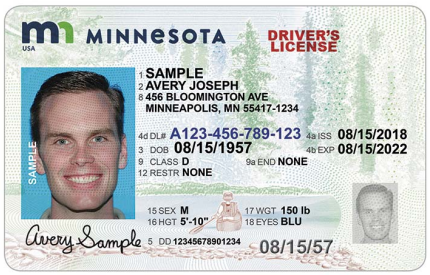
- Arrive at the police department at a pre-determined date and time in normal, everyday clothing that they wear.
- Do not change their appearance in any way from their normal everyday appearance.
- Pictures of their appearance are taken prior to conducting the compliance checks and saved for any case file that may be established from a violation.
- Volunteers are instructed that if asked, they are to state their real age.
- They are instructed that under no circumstances are they authorized to lie to an employee about who they are.
- Volunteers are instructed to provide a State-issued identification (ID) or driver's license (DL) that has their true age and identity only if asked for.
- This ID or DL is reviewed and photographed by Officers prior to conducting the compliance checks.
- A photo of the ID or DL is taken and uploaded to any case file that may be established from a violation.
- The volunteer is then provided with a monetary note for payment in establishments.
- This monetary note is photographed and saved for any violations that may occur to confirm a violation has occurred.

The Minnesota Driver's License added a new orientation for Under-21 Cards.

A vertical driver's license or identification card is issued to anyone under the age of 21. This provides a quick reference that the cardholder is a minor. Vertical licenses and ID cards are currently used in 46 other states.

- Under-18 and Under-21 indicators display below the portrait.
- UNDER 18 UNTIL, with appropriate date, displays as black text in a yellow bar.
- UNDER 21 UNTIL, with appropriate date, displays as white text in a red bar.

Examples of both Minnesota driver's licenses:



Driver’s license to the left is the “UNDER 21” example and the driver’s license to the right is the “Over 21”.

Officers then leave the police department in an unmarked police department vehicle and visit establishments that have licenses to sell tobacco within Cottage Grove. A list of forms is obtained through the Washington County Department of Public Health and Environment prior to conducting the checks. A form is completed for every establishment that is visited for the day with date, time, who went in, and descriptors of the employee.

Upon arriving at an establishment, officers instruct the volunteer to enter the establishment by themselves and try to purchase tobacco. Volunteers are not advised on a specific product to purchase due to the variety of products at different establishments.

Volunteers are instructed if it is a tobacco sale at a restaurant, to send a message via cell phone to officers that they were served tobacco. If it is a tobacco store sale, volunteers are instructed to come directly back out to the officers in the vehicle and notify them of the sale. Volunteers are also instructed to obtain a receipt for the sale, if possible.

If a sale occurs, officers go into the establishment with the volunteer and ask them who sold them the tobacco. Once the volunteer identifies the person who conducted the sale, officers identify themselves as Cottage Grove Police Department Compliance Check Officers. Officers ask the employee if they sold tobacco to the volunteer. Officers then ask for the employee to get the manager or person in charge at the time to notify them of the violation. The employee is asked what happened and why they sold tobacco to a minor. They are asked whether they asked for age or identification. After that, the employee is notified that they will be receiving a citation via the mail for a misdemeanor offense of sale of tobacco to a minor. It is standard operating procedure to charge the employee under Cottage Grove City Code 3-6-10.A rather than charging at the State level of MN State Statute 609.685 S 1A. This is due to compliance checks being seen as an educational experience, and it is the Public Safety Department’s goal for every establishment to be compliant with State, County and City Codes. Officers ask the employee to provide them with the monetary note that was prerecorded from their case till, which is documented as evidence. Officers return the change that the volunteer received back for the monetary note. This confirms that the volunteer provided a monetary note in exchange for the tobacco that they brought to the officers. Officers always ask if there are any questions for them from the employee, or management, prior to exiting the establishment. If there is any issue with what the volunteer did at the time of the transaction, this is the time when it would be discussed with the officers.

Currently, Cottage Grove is following best practices that are consistent with other communities/agencies in Washington County.

Hy-Vee Gas Station Violation Facts

On February 27, 2024, Officers Mulvihill and LeMay conducted tobacco compliance checks throughout the City of Cottage Grove. The decoy that was used was identified by Minnesota driver's license picture as a female with the birthdate of 11/25/2005 and was 18 years of age at the time of the compliance checks. The decoy was provided with two, twenty-dollar American

currency bills that would be used in attempt to make purchases from businesses that sell tobacco. A photograph of the twenty-dollar bills, the decoy herself at the time of the checks, as well as her driver’s license were taken and added to the digital case file.

After conducting compliance checks at six other stores throughout the city and passing, the decoy was brought to the Hy-Vee Gas Station (7280 East Point Douglas Rd). Officers and the decoy arrived at the store approximately 1718 hours, where the decoy walked into the business. After a short period of time, the decoy walked out of the business with Vuse Golden Tobacco vape pods and change in cash. The decoy stated she gave her driver’s license to the clerk who scanned the ID. The decoy then produced the two twenty-dollar bills and gave it to the clerk. Officers then walked inside the business and spoke to the clerk, Robin Marie Axtell DOB 3/13/1965. Officers stated to Axtell that she sold tobacco to a minor (decoy) and that she was 18 years old. Officers asked Axtell what happened during the transaction. Axtell stated she asked for the decoy's ID and scanned it which came back "void transaction". Axtell then looked at the decoy's date of birth and stated the ID was blurry. Axtell confirmed she received the two twenty-dollar bills from the decoy. No receipt of the transaction was obtained.

Axtell opened the cash register and handed back the original twenty-dollar bill that the decoy gave her during the transaction. Axtell was advised that she would be receiving a citation in the mail for the city ordinance 3.6.10.A CG- Selling or Furnishing Tobacco or Tobacco Products to a Minor. Officers then spoke to the assistant store manager, Cory William Davis DOB 5/3/1986 and informed him of the tobacco compliance violation. It should be noted that there were multiple signs around the register that state that no one under the age of 21 is prohibited from purchasing tobacco or electronic smoking devices.

All the remaining checks were completed without issue. Officers then returned to the Cottage Grove Police Department where they completed a citation for Axtell for misdemeanor selling or furnishing tobacco or tobacco products to a minor.

Body camera, photos of the decoy, photos of the decoy's driver’s license and twenty-dollar bills were added to the digital case file. A copy of the Tobacco compliance check form was added to the case file.

Recommendation

1. Allow the business representative an opportunity to respond to the City Council regarding tobacco compliance check violations occurring February 27, 2024.

2. Hy-Vee Gas Station: If the representative admits to the violation or fails to attend, impose the scheduled penalty for the 2nd violation in a 36-month period of a $600.00 fine. If a representative denies the violation, schedule a contested-case hearing before an administrative law judge.

INCIDENT REPORT NIBRS

COTTAGE GROVE POLICE DEPARTMENT
12800 Ravine Pkwy S
Cottage Grove, MN 55016
651-458-2850

CASE#	WHEN REPORTED	EVENT LOCATION
CG24006533	**02/27/2024 17:18:10** REC'D BY: **IN PERSON**	**7280 EAST POINT DOUGLAS RD S** **COTTAGE GROVE, MINNESOTA 55016**

EVENT DETAILS

Description: **COMPLIANCE CHECK VIOLATIONS**
Exceptional Clearance: **NOT APPLICABLE**

OFFENSE(S)

Offense Level	Description	UCR/NIBRS Code
MISDEMEANOR	**3.5.8(a) CG-Selling or Furnishing Tobacco or Tobacco Products to a Minor**	**90Z All Other Offenses**

OFFICERS ASSIGNED (1)

Involvement Date	Name	Type
02/27/2024 17:18:10	**LeMay, CG0126**	**Reporting**

PARTIES INVOLVED (4)

SUMMARY

Suspect	#1	**Axtell , Robin Marie**
Person	#1	[redacted]
Person	#2	**Davis , Cory William**
Business	#1	**Hyvee Gas (Cg)**

SUSPECTS (1)

Suspect

Last Name	First Name	Middle Name	Suffix
AXTELL	**ROBIN**	**MARIE**	

Address	City	State	Zip	Country
6999 EAST POINT DOUGLAS RD S Apt 227	**COTTAGE GROVE**	**MN**	**55016**	

DOB: **03/13/1965**
Age at time of incident: **58**
Gender: **F**
Phone: **(P) 651-340-5089**
Addtional Information

PERSONS (2)

Person 1 (MISC ASSOCIATED NAMES)

Last Name	First Name	Middle Name	Suffix
[redacted]	[redacted]	[redacted]	

Address	City	State	Zip	Country
[redacted]	[redacted]	**MN**	[redacted]	

DOB: **11/25/2005**
Age at time of incident: **18**
Gender: **F**
Phone: [redacted]
Addtional Information

Person 2 (MISC ASSOCIATED NAMES)

Last Name	First Name	Middle Name	Suffix
DAVIS	**CORY**	**WILLIAM**	

Address	City	State	Zip	Country
343 WINIFRED ST E	**Saint Paul**	**MN**	**55107**	

DOB: **05/03/1986**
Age at time of incident: **37**
Gender: **M**
Phone: **(P) 816-547-0061**

Addtional Information

ORGS (1)

Org

Name	Address	Phone
HyVee Gas (CG)	**7200 EAST POINT DOUGLAS RD S COTTAGE GROVE, MN 55016**	

OFFICER COMMENTS

COMPLIANCE CHECK VIOLATION.

NARRATIVES (1)

Initial Report *LeMay CG0126* *02/27/2024 18:38:21*

On 2/27/2024, Officer Mulvihill #111 and I, Officer LeMay #126 conducted tobacco compliance checks throughout the City of Cottage Grove. The decoy that was used was identified by Minnesota Driver's license picture as [redacted] DOB: 11/25/2005 and was 18 years of age at the time of the compliance checks. [redacted] was provided with two, twenty-dollar American currency bills that would be used in attempt to make purchases from businesses that sell tobacco. A photograph of the twenty-dollar bills, [redacted] herself a the time of the checks as well as her drivers license was taken and added to the digital case file.

After conducting compliance checks at six other stores throughout the city and passing, [redacted] was brought to the Hyvee Gas Station (7280 East Point Douglas Rd). Officers and [redacted] arrived at the store approximately 1718 hours where [redacted] walked into the business. After a short period of time, [redacted] walked out of the business with Vuse Golden Tobacco vape pods and change in cash. [redacted] stated she gave her drivers license to the clerk who scanned the ID. [redacted] then produced the two twenty dollar bills and gave it to the clerk. Officers then walked inside the business and spoke to the clerk, ROBIN MARIE AXTELL DOB: 3/13/1965. Officers stated to AXTELL that she sold tobacco to a minor (AVERY) and that she was 18 years old. Officers asked AXTELL what happened during the transaction. AXTELL stated she asked for [redacted]'s ID and scanned it which came back "void transaction". AXTELL then looked at AVERY's date of birth and stated the ID was blurry. AXTELL confirmed she received the two twenty dollar bills from [redacted]. No receipt of the transaction was obtained.

AXTELL opened the cash register and handed back the original twenty-dollar bill that [redacted] gave her during the transaction. AXTELL was advised that he would be receiving a citation in the mail for the city ordinance 3.6.10.A CG- Selling or Furnishing Tobacco or Tobacco Products to a Minor. Officers then spoke to the assistant store manager, CORY WILLIAM DAVIS DOB:5/3/1986 and informed him of the tobacco compliance violation. It should be noted that there were multiple signs around the register that state that no one under the age of 21 is prohibited from purchasing tobacco or electronic smoking devices.

All of the remaining checks ere completed with out issue. I, Officer LeMay, returned back to the Cottage Grove Police Department where I filled out a citation for AXTELL for misdemeanor selling or furnishing tobacco or tobacco products to a minor. '

Body camera, photos of [redacted], photos of [redacted]'s drivers license, twenty-dollar bills, were added to the digital case file. A copy of the Tobacco compliance check form was added to the case file.

End of report.

City Council Action Request

11.B.

Meeting Date	4/3/2024
Department	Administration
Agenda Category	Action Item
Title	Liquor Compliance Check Violation - Junction 70 Grill
Staff Recommendation	1. Allow the business representative an opportunity to respond to the City Council regarding liquor compliance check violations occurring February 26, 2024. 2. Waive the scheduled penalty for the 1st violation in a 24-month period of a $500.00 fine and the one-day suspension since the staff participated in an educational program conducted by members of the Cottage Grove police department.
Budget Implication	N/A
Attachments	1. Liquor.License.Check.Violations.Junction 70 grill 3-28-2024 2. CG24006417 Junction 70 Failure

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

From: Peter J Koerner, Director of Public Safety

Date: March 28, 2024

Subject: **LIQUOR COMPLIANCE CHECK VIOLATION**

Background
On February 26, 2024, the Cottage Grove Public Safety Department conducted liquor compliance checks of Cottage Grove businesses holding liquor licenses, by using an underage buyer. The following business failed the compliance check:

Junction 70 Grill at 6933 Pine Arbor Drive South.
This is the business's first violation in a 24-month period. (Never failed since open in 2018)

A letter has been delivered to Junction 70 Grill requesting the presence of a representative to attend the April 3, 2024, City Council Meeting and respond to the allegation that their business sold liquor to an underage buyer. They were informed that if they admitted to the violation or failed to attend, staff will request Council to impose the scheduled fine as outlined in our City Fee Table, and if they denied the allegation, staff would request that a contested-case hearing be scheduled before an administrative law judge.

Presentation
Staff will provide a brief overview of the compliance process and the violation that occurred on February 26, 2024.

Summary of compliance process
Cottage Grove Public Safety conducts two liquor compliance checks per calendar year which has been our practice for decades. We believe hiring, training, and supervising responsible staff is essential to keeping businesses in compliance with State Laws and City Ordinances regulating the sale of alcohol. We appreciate the effort businesses have put into this important part of their operations. Responsible alcohol sales are a respected part of our business community, and their efforts to help us keep alcohol out of the hands of youth are commendable. We will continue to regularly use alcohol compliance checks as a tool in our efforts to keep the City of Cottage Grove safe. Through cooperation in working together, we can make a difference. With our recent Community Engagement Officer addition, we have been working to create even better partnerships and training opportunities with the business community.

Sgt Michael McCormick currently oversees the Compliance Check Officer and provided the summary on the procedure.

To conduct these compliance checks, Cottage Grove Police Officers recruit volunteers from the community that have an interest in law enforcement and want to help keep their community safe. The volunteers assist officers by entering licensed establishments to verify they are complying with local and state laws. They are at least 18-years old, but under the age of 21. They must have a valid issued identification card or driver's license that is current and has a picture. During the alcohol compliance checks, the volunteer is accompanied by two officers.

Volunteer decoys are given the following instructions and actions are taken.

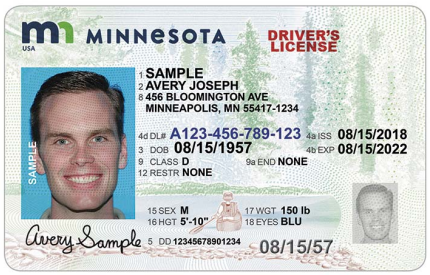
- Arrive at the police department at a pre-determined date and time in normal, everyday clothing that they wear.
- Do not change their appearance in any way from their normal everyday appearance.
- Pictures of their appearance are taken prior to conducting the compliance checks and saved for any case file that may be established from a violation.
- Volunteers are instructed that if asked, they are to state their real age.
- They are instructed that under no circumstances are they authorized to lie to an employee about who they are.
- Volunteers are instructed to provide a State-issued identification (ID) or driver's license (DL) that has their true age and identity only if asked for.
- This ID or DL is reviewed and photographed by officers prior to conducting the compliance checks.
- A photo of the ID or DL is taken and uploaded to any case file that may be established from a violation.
- The volunteer is then provided with a monetary note for payment in establishments.
- This monetary note is photographed and saved for any violations that may occur to confirm a violation has occurred.

The Minnesota Driver's License added a new orientation for Under-21 Cards. Wisconsin has followed suit with the same features.

A vertical driver's license or identification card is issued to anyone under the age of 21. This provides a quick reference that the cardholder is a minor. Vertical licenses and ID cards are currently used in 46 other states.

- Under-18 and Under-21 indicators display below the portrait.
- UNDER 18 UNTIL, with appropriate date, displays as black text in a yellow bar.
- UNDER 21 UNTIL, with appropriate date, displays as white text in a red bar.

Examples of both Minnesota driver's licenses:



Driver’s license to the left is the “UNDER 21” example and the driver’s license to the right is the “Over 21”.

The State of Wisconsin also follows the orientation with UNDER AGE 21 by showing U21 in red, bold lettering. The noticeable vertical format on cards for those under age 21 continues and incorporates blue/red color themes for rapid visual recognition. Cards for those over age 21 are horizontal and have a blue/gold theme.

Officers then leave the police department in an unmarked police department vehicle and visit establishments that have licenses to sell alcohol within Cottage Grove. A list of forms is obtained through the Washington County Department of Public Health and Environment prior to conducting the checks. A form is completed for every establishment that is visited for the day with date, time, who went in, and descriptors of the employee.

Upon arriving at an establishment, officers instruct the volunteer to enter the establishment by themselves and try to purchase alcohol. Volunteers are not advised on a specific product to purchase due to the variety of products at different establishments.

Volunteers are instructed if it is an alcohol sale at a restaurant, to send a message via cell phone to officers that they were served an alcoholic beverage. If it is a liquor store sale, volunteers are instructed to come directly back out to the officers in the vehicle and notify them of the sale. Volunteers are also instructed to obtain a receipt for the sale, if possible.

If a sale occurs, officers go into the establishment with the volunteer and ask them who sold them the alcohol. Once the volunteer identifies the person who conducted the sale, officers identify themselves as Cottage Grove Police Department Compliance Check Officers. Officers

ask the employee if they sold alcohol to the volunteer. Officers then ask for the employee to get the manager or person in charge at the time to notify them of the violation. The employee is asked what happened and why they sold alcohol to a minor. They are asked whether they asked for age or identification. After that, the employee is notified that they will be receiving a citation via the mail for a misdemeanor offense of sale of alcohol to a minor. It is standard operating procedure to charge the employee under Cottage Grove City Code 3-12-13.A instead of a gross misdemeanor charge under Minnesota Statue 340A.702.1. This is due to compliance checks being seen as an educational experience, and it is the Public Safety Department's goal for every establishment to be compliant with State, County and City Codes. Officers ask the employee to provide them with the monetary note that was prerecorded from their case till, which is documented as evidence. Officers return the change that the volunteer received back for the monetary note. This confirms that the volunteer provided a monetary note in exchange for the alcohol that they brought to the officers. Officers always ask if there are any questions for them from the employee, or management, prior to exiting the establishment. If there is any issue with what the volunteer did at the time of the transaction, this is the time when it would be discussed with the officers.

Currently, Cottage Grove is following best practices that are consistent with other communities/agencies in Washington County.

Cottage Grove Junction 70 Violation Facts

The following is a summary of the compliance violation, that occurred on February 26, at approximately 4:50 p.m. at Junction 70 Grill at 6933 Pine Arbor Drive South. Upon arrival, the decoy walked into the business and sat down at a table where she was seated by an employee later identified as Morgan Grace Hieb D.O.B. 03/04/2003. After walking inside the restaurant, minutes later the decoy notified officers outside that an employee served her a can of liquor and placed it in front of her after she ordered it. After receiving the message from the decoy, officers walked inside and observed the decoy sitting at the table with a 12-ounce raspberry White Claw can in front of her.

After identifying the alcoholic beverage, officers spoke with the decoy, who told them what took place prior to the sale of the alcohol. After walking inside the restaurant, the decoy was greeted by an employee that she identified as Morgan. Once Morgan escorted the decoy to a table in the dining room area, she asked the decoy if she would like to order a beverage. The decoy told Morgan that she would like to order a mango White Claw. Morgan told decoy that they did not sell mango flavored, but had raspberry flavor, which was just as good. The decoy agreed to order the raspberry White Claw at which time Morgan requested her I.D. At that time, the decoy presented her a Wisconsin picture driver's license to Morgan. Morgan took the decoy's driver's license, looked at it and handed it back to her. Morgan did not ask the decoy how old she was or ask if she was under the age of twenty-one. After looking at the decoy's driver's license, Morgan walked away, returned with a raspberry White Claw, placed it in front of her and walked away.

After speaking with the decoy, officers walked to another table where Morgan was sitting and folding napkins. It should be noted that the owner of the business, identified as Jason Christopher Fleig D.O.B. 12/24/1976 was standing near Morgan and was notified of the violation. After explaining the situation to Jason, officers identified themselves to Morgan, pointed the decoy out to her and asked if she sold an alcoholic beverage to her. Morgan

looked at the decoy and admitted that she sold an alcoholic beverage to her. Officers asked Morgan if she looked at the decoy's driver license. Morgan said that she looked at the decoy's driver's license. Morgan advised officers that her driver's license said, "Under 21 Until March of 2024". After saying it out loud, she realized that the decoy was under twenty-one and admitted that she did not look at her driver's license close enough. After collecting Morgan's driver's license, she was advised that she would be receiving a citation in the mail. No other questions were asked.

After speaking with Morgan, Jason was advised of the city ordinance violation, and it was determined that this was the business's first violation. Jason advised that he supports the compliance checks and takes the violation very seriously. After speaking with Jason, officers returned to the police department where they filled out and completed a citation for Morgan for City Ordinance 3.12.13.a Selling alcohol to a minor – misdemeanor. The citation will be mailed to Morgan's listed address and advised that she could call the city for any further questions. Body camera footage was uploaded to the Motorola Solutions case file.

Officer Mulvihill and Officer Foster conducted compliance checks with all licensed establishments that sell alcohol in Cottage Grove. The underage decoy was a female born March 24, 2003, making her 20 years of age. The employee was identified as 20 years of age, Morgan Heib, with the same birthday as decoy (March 24, 2003).

Since the violation, the owner Jason Fleig has been in contact with Community Engagement Officer Ryan Pierre to have all employees responsible for serving alcohol to customers to attend an approved course. Community Engagement Officer Ryan Pierre and Community Impact Sergeant Michael McCormick did provide two training sessions and all employees attended. As of March 28, all employees responsible servicing alcohol has attended training with the Cottage Grove police department.

According to the fee table, if the representative admits to the violation or fails to attend, impose the scheduled penalty for the 1st violation in a 24-month period of a $500.00 fine and one-day suspension, or, at the City Council's discretion, in lieu of the suspension and fine, the participation of employees in an educational program approved by the Public Safety Director within 90 days. If a representative denies the violation, schedule a contested-case hearing before an administrative law judge. In past practice, if the business attends the training, the Council has waived the suspension and fine.

Recommendation

1. Allow the business representative an opportunity to respond to the City Council regarding liquor compliance check violations occurring February 26, 2024.

2. Waive the scheduled penalty for the 1st violation in a 24-month period of a $500.00 fine and the one-day suspension since the staff participated in an educational program conducted by members of the Cottage Grove police department.

INCIDENT REPORT NIBRS

COTTAGE GROVE POLICE DEPARTMENT
12800 Ravine Pkwy S
Cottage Grove, MN 55016
651-458-2850

CASE#	WHEN REPORTED	EVENT LOCATION
CG24006417	**02/26/2024 16:55:36** REC'D BY: **IN PERSON**	**6933 PINE ARBOR DR S** **COTTAGE GROVE, MINNESOTA 55016**

EVENT DETAILS

Description: **COMPLIANCE CHECK VIOLATIONS**
Exceptional Clearance: **NOT APPLICABLE**

RELATED CASES

Agency Name	Case Number

OFFENSE(S)

Offense Level	Description	UCR/NIBRS Code
	3.11.12.a Selling/furnishing alcohol to a person under 21m - Cottage Grove	**90G Liquor Law Violations**

OFFICERS ASSIGNED (1)

Involvement Date	Name	Type
02/27/2024 06:10:00	**Mulvihill, CG0111**	**Reporting**

PARTIES INVOLVED (4)

SUMMARY

Suspect	#1	**Hieb , Morgan Grace**
Person	#1	[redacted]
Person	#2	**Fleig , Jason Christopher**
Business	#1	**Junction 70 Grill (Cg)**

SUSPECTS (1)

Suspect

Last Name	First Name	Middle Name	Suffix
HIEB	**MORGAN**	**GRACE**	

Address	City	State	Zip	Country
7065 IVERSON CT S	**COTTAGE GROVE**	**MN**	**55016**	

DOB: **03/04/2003**
Age at time of incident: **20**
Gender: **F**
Phone:
Addtional Information:

Related Offenses: **3.11.12.a Selling/furnishing alcohol to a person under 21m - Cottage Grove (90G)**
Arrested? **No**

PERSONS (2)

Person 1 (MISC ASSOCIATED NAMES)

Last Name	First Name	Middle Name	Suffix
[redacted]	[redacted]	[redacted]	

Address	City	State	Zip	Country
[redacted]	[redacted]	[redacted]	[redacted]	

DOB: **03/24/2003**
Age at time of incident: **20**
Gender: **F**
Phone: [redacted]
Addtional Information:

Person 2 (MISC ASSOCIATED NAMES)

Last Name	First Name	Middle Name	Suffix
Fleig	**Jason**	**Christopher**	

Address	City	State	Zip	Country
1181 14TH ST W	**Hastings**	**MN**	**55033**	

DOB: **12/24/1976** Age at time of incident: **47**	Gender **M**	Phone **(P) 651-206-9087**

Addtional Information

ORGS (1)

Org

Name	Address	Phone
Junction 70 Grill (CG)	**6933 Pine Arbor Dr S** **COTTAGE GROVE, MN 55016**	

Related Offenses
3.11.12.a Selling/furnishing alcohol to a person under 21m - Cottage Grove (90G)

OFFICER COMMENTS

Alcohol compliance check violation.

NARRATIVES (1)

Initial Report | *Mulvihill CG0111* | *02/27/2024 06:10:25*

On February 26th, 2024 I, Officer Mulvihill and Officer Foster conducted alcohol compliance checks throughout the city of Cottage Grove. The decoy that was used was identified by Wisconsin picture drivers license as [redacted] D.O.B. 03/24/2003 and was twenty years of age at the time of the compliance checks. [redacted] was provided with a twenty-dollar American dollar bill that would have been used in attempt to make purchases from businesses that sell alcohol. Photographs of [redacted] at the time of the compliance checks, her Wisconsin picture drivers license and the twenty dollar bill were taken and added to the Motorola Solutions case file.

After conducting just two compliance checks throughout the city and passing, KAYLA was brought to Junction 70 Grill, located at 6933 Pine Arbor Drive S. Officers and [redacted] arrived at the restaurant at 16:50 hours. Upon our arrival, [redacted] walked into the business and sat down at a table where she was seated by an employee later identified as MORGAN GRACE HIEB D.O.B. 03/04/2003. After walking inside the restaurant, minutes later [redacted] notified me that an employee served her a can of liquor and placed it in front of her after she ordered it. After receiving the message from [redacted], officers walked inside and saw [redacted] sitting at the table with a 12-ounce Raspberry White Claw can in front of her.

After identifying the alcoholic beverage, I spoke with [redacted] who told me what took place prior to the sale of the alcohol. After walking inside the restaurant, KAYLA was greeted by an employee that she identified as MORGAN. Once MORGAN escorted [redacted] to a table in the dining room area, she asked [redacted] if she would like to order a beverage. [redacted] told MORGAN that she would like to order a Mango White Claw. MORGAN told [redacted] that they did not sell Mango flavored, but had Raspberry flavor which was just as good. KAYLA agreed to order the Raspberry White Claw at which time MORGAN requested her I.D. At that time, [redacted] presented her Wisconsin picture drivers license to MORGAN. MORGAN took [redacted]'s drivers license, looked at it and handed it back to her. MORGAN did not ask [redacted]A how old she was, or ask if she was under the age of twenty-one. After looking at [redacted]'s drivers license, MORGAN walked away, returned with a Raspberry White Claw, placed it in front of her and walked away.

After speaking with [redacted], I walked to another table where MORGAN was sitting at folding napkins. It should be noted that the owner of the business, identified as JASON CHRISTOPHER FLEIG D.O.B. 12/24/1976 was standing near MORGAN and was notified of the violation. After explaining the situation to JASON, I identified myself to MORGAN, pointed [redacted] out to her and asked if she sold an alcoholic beverage to her. MORGAN looked at [redacted] and admitted that she sold an alcoholic beverage to her. I asked MORGAN if she looked at [redacted]'s driver license. MORGAN said that she looked at [redacted]'s drivers license. MORGAN told me that her drivers license said "Under 21 Until March of 2024". After saying it out loud she realized, realized that [redacted] was under twenty-one and admitted that she did not look at her drivers license close enough. After collecting MORGAN's drivers license, she was advised that she would be receiving a citation in the mail. No other questions were asked.

After speaking with MORGAN, JASON was advised of the city ordinance violation and it was determined that this was the businesses first violation. JASON told me that he supports the compliance checks and takes the violation very seriously. After speaking with JASON, I returned to the police department where I filled out and completed a citation for MORGAN for

- City Ordinance 3.12.13.a Selling alcohol to a minor - misdemeanor

The citation will be mailed to MORGAN's listed address and advised that she could call the city for any further questions. Body camera footage was uploaded to the Motorola Solutions case file. MORGAN's driving history, the citation, and the Alcohol Compliance Check Form was added to the case file. Nothing further to report. Clear.

City Council Action Request

13.A.

Meeting Date	4/3/2024
Department	Community Development
Agenda Category	Action Item
Title	Zoning Code Amendments and Sign Code Update
Staff Recommendation	Provide direction on the specific items identified in the proposed zoning and sign code amendments.
Budget Implication	N/A

Attachments

1.	Memo - Code Amendments
2.	Code Amendments Exhibit A - Draft HPCUP Code
3.	Code Amendments Exhibit B - Redline Sign Code
4.	Code Amendments Exhibit C - Historic Properties List

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

FROM: Mike Mrosla, Senior Planner

DATE: March 28, 2024

RE: Zoning Code Amendments and Sign Code Update

Introduction

Staff is seeking feedback on proposed amendments to the City of Cottage Grove Zoning Code (Title 11) and Sign Code (Title 11-3-14).

Sign Code Update

Background
At its February 21, 2024, workshop the City Council provided direction and feedback on the proposed sign code update. Staff amended the code sections to address comments and concerns. Below are the proposed modifications.

Exceptions from Sign Permit Revisions:

1. On Premises Temporary Signs

   At its February 21, 2024, workshop the City Council provided direction to staff to allow for commercial and nonresidential properties to have an option to have either four 6 square foot yard signs or one 32 square foot weatherproof banner. Below is the revised code language to address the discussion.

   1. On Premises Temporary Signs: Temporary signs may be erected and maintained in the city only in compliance with this sign code, and with the following additional provisions:
      a. <u>Existing Businesses: A maximum of four (4) temporary sign permits may be issued to each business per calendar year for up to fifteen (15) days each.</u>
         i. <u>The temporary sign must be in the form of a weatherproof banner no larger than thirty-two (32) square feet in size or;</u>
         ii. <u>Up to four (4) yard signs that are no larger than six (6) square feet each.</u>
      b. <u>One temporary sign permit may be issued per property at a given time.</u>

   Discussion*: Does Council support the revised code language?*

Sign Code Community Outreach Plan

Staff is proposing a detailed community outreach plan. In order to effectively and practically implement the proposed revisions, staff will be focusing on educating community stakeholders prior to enforcement. This will allow stakeholders to be aware and allow time to understand the revisions and how they might apply to their situation or property.

Residential outreach will be completed through CG Reports and social media posts on the city's accounts. Businesses will be reached through a mailing to the business that will include a brochure about the new sign code standards. In addition, both businesses and residents will be reached through a webpage located within the city's website that details key revisions to the sign code, practical application, and a frequently asked question section.

Zoning Code Background

At its December 15, 2022, meeting, the City Council adopted an entirely revised zoning code. The new zoning code has been implemented since December 2022; since then, planning staff has identified and is proposing several minor text amendments to ensure clarity in interpretation. Many of the proposed amendments are administrative; however, the more impactful proposed amendments are listed below for review and discussion.

1. Add back the historic properties conditional use permit parameters and standards.

   Finding: The Historic Properties Conditional Use Permit (HPCUP) was removed as part of the zoning code update. At the time, staff believed the underlying zoning code was sufficient to regulate proposed and existing uses on historic properties. However, upon implementing the underlying zoning code standards on historic properties, it has been determined that the HPCUP standards and parameters are necessary in order to provide effective standards that apply to these unique properties. The proposed HPCUP closely mirrors the language that was in the code previously with minor updates which include clearly and concisely outlining the standards, allowed uses, and process for obtaining an HPCUP. The city currently has 19 properties on the local and national historical register (Attachment B). The proposed language would be used to regulate these properties.

2. Allow accessory structures to be constructed in front yards when adjacent to the Mississippi River and within the Mississippi River Corridor Critical Area Overlay (MRCCA).

   - 11-3-5.F.7 Detached accessory garages over 400 square feet may be located in the front yard (between the dwelling and front property line) on properties adjacent to the Mississippi River within the Mississippi River Corridor Critical Area Overlay (MRCCA) provided all of the following are met:

     1. Detached accessory garages shall meet the underlying zoning district's development standards and shall not be located within the minimum front yard setback.
     2. Exterior materials including color and roof material of detached garages and accessory structures shall match or complement the existing primary residential structure and shall conform to all other requirements of the underlying zoning district.

3. No other accessory structures are permitted in the front yard.

Finding: City code currently requires detached garages and accessory structures to be located behind the principal structure; however, constructing an accessory structure behind the principal structure on lots adjacent to the Mississippi River may not be achievable due to the river setback and MRCCA standards. Upon review, at least nine properties located adjacent to the Mississippi River have received approvals to construct detached accessory garages in front of the principal structure. Instead of going through the variance process for these multiple properties that have clear practical difficulties, staff is proposing to permit detached accessory garages over 400 square feet to be constructed in the front yard if the property is adjacent to the Mississippi River and meets all other applicable zoning standards.

Properties with detached accessory garages in front of the principal structure

Council Discussion: *Should staff add language to allow for accessory structures to be constructed in the front yard when the rear yard is impacted by MRCCA bluff setbacks? Upon review, staff identified at least six properties impacted by bluffs that have received approvals to construct detached accessory garages in front of the principal structure.*

Properties impacted by bluffs and the MRCCA bluff setback

4. Update impervious surface coverage percentages for R districts and title the table line the same for all R districts to be consistently:

- 11-7-1: R-1
  - 11-7-1.G: change “maximum impervious lot coverage” to “Maximum impervious surface coverage”
  - Change maximum impervious surface coverage from 25% to 35%

- 11-7-2: R-2
  - 11-7-2.G: change “maximum impervious lot coverage” to “Maximum impervious surface coverage”
  - 11-7-2.G: Change maximum impervious surface coverage from 30% to 40%

- 11-7-3: R-3
  - 11-7-3.G: change “maximum impervious surface” to “Maximum impervious surface coverage”
  - 11-7-3.G: Change maximum impervious surface coverage from 35% to 45%

- 11-7-4: R-4
  - 11-7-4.F: change “maximum impervious surface” to “Maximum impervious surface coverage”
  - 11-7-4.F: change maximum impervious surface coverage from 40% to 50%

- 11-7-5: R-5
  - 11-7-5.F: change “maximum site coverage” to “Maximum impervious surface coverage”
  - 11-7-5.F: change maximum impervious surface coverage from 40% to 50%

- 11-7-6: R-6
  - 11-7-6.F: change “maximum site coverage” to “Maximum impervious surface coverage”
  - 11-7-6.F: change maximum impervious surface coverage from 50% to 65%

Finding: Impervious surface standards for all residential districts were new to the R-2 through R-6 zoning districts in the 2022 code update. After implementing the new impervious surface standards over the past year, it is clear that the current surface maximums were set too low, which limits the use of residential properties to support accessory structures and patios. Staff is proposing to increase the impervious surface amounts by 10 to 15 percent depending on the zoning district and lot sizes. The proposed permitted impervious coverage on residential lots allows better alignment with the built environment.

5. Update trash enclosure materials

- 11-3-8.C: The trash enclosure shall be consistent with materials found on the principal structure.

Finding: The previous code, prior to the 2022 update, required trash enclosures be constructed using the same or similar materials as the principal structure. The intent in the new code was to maintain this standard; however, this language was not carried through, and staff is proposing to clarify the language. The proposed code requires trash enclosures for commercial, industrial, multi-family, and mixed-use properties to use materials that are consistent with the materials used on the principal structure.

6. Single-family non-conforming driveway setback.

- 11-3-4.E.2.a: Exception: Any existing driveway that does not meet current setback requirements may be replaced in its present location, but cannot be closer than two (2) feet to the side property line. If the required permit was not obtained for the driveway originally, the parking surface is not considered compliant, and the replacement driveway shall meet current setbacks.

Finding: The zoning code is currently silent on legal nonconforming driveways that were installed prior to the current setback requirements based on the given zoning district. The proposed language would allow a legal non-conforming driveway to be replaced in its current location; however, it would require the replaced driveway to be installed with a minimum of a two-foot setback from the side property line. As part of the permit review in these situations, research will be conducted to verify the driveway has an approved permit for its original construction and the proposed setback for the replaced driveway is a minimum of two feet from the side property line. All proposed driveways will still need to meet the material standards for the zoning district, i.e. concrete or asphalt in front of the principal structure.

Example of a non-conforming Class 5 driveway that could be improved.

7. Allow Educational Facility uses in R-5 and R-6 districts as a Conditional Use.

   - 11-7-5 D. 8 and 11-7-6 D.8 Educational facilities including but not limited to, public and private elementary, middle, junior high, and senior high schools, provided that no building shall be located within fifty feet (50') of any lot line abutting an R district.

   Finding: City code currently does not allow for educational facilities in the R-5 or R-6 zoning districts. Staff is proposing to allow educational facilities in these districts for consistency among the residential districts in the Metropolitan Urban Service Area (MUSA).

8. Clarify site plan review procedure and submittal requirements.

   - Update first line in 11-2-4 to be “A” and read as follows:
     - A. Purpose: The purpose of this section is to establish a formal site plan review procedure and provide regulations pertaining to the enforcement of site design standards consistent with the requirements of this section. The site plan review enables the city council to ensure that the applicant has made adequate provisions for utilities (sewer, water, and stormwater), traffic (off-street parking, circulation, access), safety precautions (lighting, pedestrian sidewalks, traffic control signs), and amenities (exterior design, landscaping, and screening). A site and building plan review shall be required for all proposed new construction and substantive changes, as determined by the Community Development Director, to approved site plans or existing developed sites.

- B. Exemptions: The following shall be exempt from the foregoing requirements:
  - 1. Agricultural uses in the AG-1 and AG-2 Zoning Districts, with the exception of nurseries, greenhouses, and tree farms.
  - 2. Single family detached dwellings.
  - 3. Single family attached dwellings.

Finding: City code currently does not clearly state what development and/or improvements require site plan review approvals. The proposed language clarifies the parameters at which time an official site plan review process would be required. The proposed language recognizes if minimal site adjustments are being proposed, a formal site plan review process may not be necessary. This change would better support commercial and industrial projects to potentially be more streamlined. If major alterations to the site or building are proposed, the site plan review process is necessary and would follow the current process.

9. Add Places of worship and religious institutions as conditional uses in R-2, Residential Estate Zoning District

- 11-7-2.D.10: add “places of worship and religious institutions”

Finding: Given all other residential zoning districts allow for places of worship and religious institutions, staff is proposing to be consistent and add the use in the R2, Residential Estate Zoning District.

10. Remove language stating that accessory structures cannot exceed the footprint of the principal structure.

- 11-3-5A.1: remove “or greater in footprint than the principal structure.”

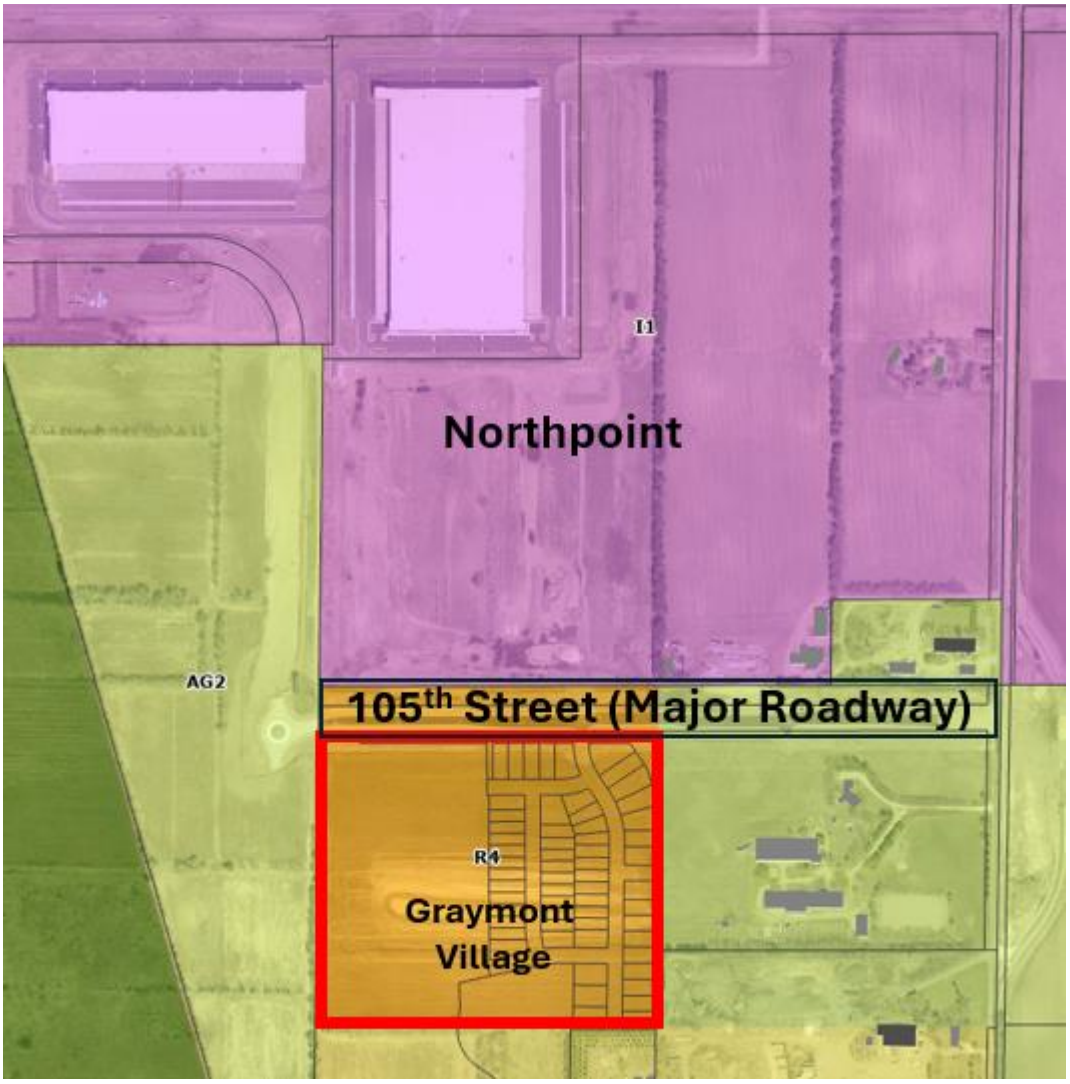
Finding: Staff is proposing to remove the requirement that accessory structures cannot exceed the footprint of the principal structure. This current requirement is not consistent with the built environment as there are numerous detached garages and accessory structures in the community that are larger than the principal structure. This is most prevalent in the Thompson Grove development and in rural areas of the community. Staff is comfortable removing the standard as numerous other checks and balances are in place to limit the size of an accessory structure so that these structures remain complementary to the principal structure. Impervious surface maximums, setbacks, maximum square footage allowed, maximum height, not allowing accessory structures in front of the principal structure, and other factors will require that accessory structures remain as accessory to the principal structure and are not the focal point of a residential lot.

Example of accessory structures larger than the principal structure

11. Reduce lot width standard in R-4, Transitional Residential Zoning District.

- 11-7-4 F.1: Lot Width: 45 feet

Finding: The current minimum lot width is 55 feet in the R-4 zoning district for a single-family lot. The original intent of creating the Transitional Residential Zoning District was to allow for smaller single-family lots and for the development of “missing middle housing” such as two-family and other complementary dwellings such as, quadplex and townhomes. This district fits between the standard single-family developments (R-3) and the dense townhome or high-density developments (R-5 and R-6) and because of that, it is proposed to be located adjacent to arterial streets and/or where property is adjacent to higher intensity development. Since the new zoning code was adopted, the City Council has reviewed and approved 45-foot-wide lots in Graymont Village and Mississippi Landing to provide for a diversity of housing within the community. In addition, the reduction in lot width would better align with and be consistent with current development trends as Pulte and other developers are looking at these lot sizes This is important because it positions the City in a place that allows for the standards of the zoning district to be prevalent, thus resulting in less Planned Unit Development (PUD) approvals being automatically required due to development trends and changes in lot widths. Furthermore, allowing the zoning district standards to prevail results in less risk for the developer as the standards for development are clear and achievable.

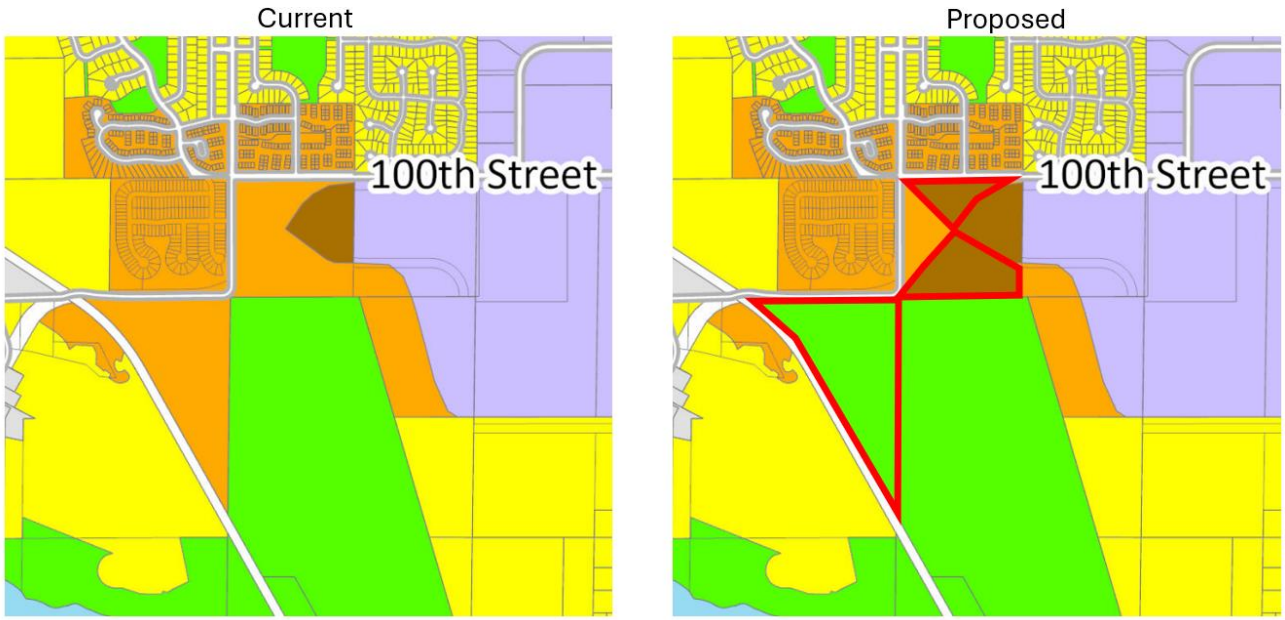


R-4 Zoning implementation adjacent to a major roadway and more intense land use.

Land Use amendments at 100th Street and Hadley Avenue

With the recent growth in the City's Business Park, staff is reevaluating the current land uses at the intersection of 100th Street and Hadley Avenue (Zywiec 40). Over the last year, several developers have reached out with interest in developing the northern most parcel of the "Zywiec 40" plat. The subject parcel is approximately 7.8 acres and is currently guided as medium density on the land use plan allowing for 5 to 13 units per acres or potentially 101 total units on the subject site. Previously, MWF proposed a 120-unit workforce housing building onsite but ultimately couldn't make the financing work. Other parties who have shown interest in the site continue to be challenged with the limited density.

With the DNR's upcoming purchase of the former Mississippi Dunes golf course driving range property, staff is reviewing the potential of shifting the density from the 35-acre future park to the northern and southern parcels of the Zywiec 40. The proposed land use amendment would re-guide the driving range from medium density to Parks and Open Space and shift the density to the northern and southern most parcel of the "Zywiec 40" by re-guiding them to high density.



Council Discussion: *Does Council support the re-guiding of the driving range parcel to parks/ open space and shifting the density to the northern and southern most parcel of the Zywiec 40 by re-guiding that parcel to high density?*

Next Steps

If the Council is supportive of this amendment, staff will start working with the Metropolitan Council to understand the best process for the proposed land use amendment.

Schedule

The City Council reviewed and discussed staff's proposed sign code revisions at the February 21, 2024, workshop. The anticipated timeline for review is below:

- April 3 – Continuation from February 21 workshop to discuss sign code revisions and zoning code updates.
- April 22 – Planning Commission public hearing.
- May 1 – City Council – Zoning code and sign code adoption.

Conclusion

Staff is at the final stages of updating the code sections and will be presenting the proposed amendments at the workshop. Staff is looking for direction on the specific items identified above and will be available to answer any of your questions on the proposed updates.

Attachments

A. Draft Sign Code
B. Draft Historic Properties Conditional Use Permit
C. Cottage Grove Historic Properties

DRAFT 2-2-7: HISTORIC PROPERTIES CONDITIONAL USE PERMITS:

A. Definitions: The following words, terms, and phrases when used in this Title shall have the meaning ascribed to them in this Title except where the context clearly indicates a different meaning. Where definitions differ from other sections of the City Code, the definition herein shall apply:

Adaptive reuse: The process of transforming a historic building or property into a new function while preserving its character and heritage.

Art Gallery: A facility in which works of art are displayed and goods are not produced, sold, or repaired.

Bed and Breakfast: A place of lodging that:

1. Provides not more than four (4) rooms for rent to no more than 10 guests at a time;
2. Provides no meals, other than breakfast served to persons who rent rooms; and
3. Was originally built and occupied as, or was converted to, a single-family residence prior to being used as a place of lodging.

Brewpub: A brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer.

Cocktail Room: Establishment on the premises of or adjacent to one (1) microdistillery location owned by a distiller for the on-sale of distilled liquor produced by the distiller.

Limited Retail Establishment: An establishment that sells goods directly to the consumer. Limited retail shall includes but is not limited to bakeries, cafés, delicatessens, ice cream parlors, and craft boutiques.

Meeting/Conference Facility: A facility for public or private meetings consisting of one or more meeting or multi-purpose rooms.

Microdistillery: A facility that produces not more than forty thousand (40,000) proof gallons of distilled spirits in a calendar year as regulated by Minnesota statutes, as may be amended.

Museum: A facility in which objects of historical, scientific, artistic, or cultural interest and significance are stored and exhibited.

Office: A facility in which the handling of information of the performing of administrative services is conducted; including services provided to persons both on site and off site on a walk-in or appointment basis and where goods are not produced, sold, or repaired.

Reception Facility: A facility, including event centers, which is rented by individuals or groups to host private social gatherings including, but not limited to, banquets, meetings, weddings, and other similar events.

Restaurant: An eating facility where a meal is served to a customer and consumed while seated indoors at a counter or table.

B. *Policy and Purpose.* Certain buildings within the City have been designated by the City as Historic Preservation Sites pursuant to City Code Section 2-2-3 and are listed in the City's Register of Historic Sites and Landmarks or are listed in the National Register of

Historic Places. The intent of this section is to encourage preservation, revitalization, and adaptive reuse of these historic properties located in the City of Cottage Grove.

Adaptive reuses of these historically registered properties or structures shall promote preservation of the architectural and historic character by encouraging retention of its historic value. All reuses shall be complementary to the historical character of the structure or site and the surrounding uses. Adapted reuses in this section shall be reviewed by the Advisory Committee on Historic Preservation (ACHP) and approved by the City Council after consideration in each case of the impact of such uses upon the property, neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use's consistency with the character, uses, and activities on lands surrounding the use. In order to accomplish such purposes, the following provisions relating to the issuance of adaptive reuse conditional use permits are adopted.

C. Procedure:

1. The application for a Historic Properties Conditional Use Permit shall follow the procedures in City Code Section 11-2-8.B: Procedures.
2. The Historic Properties Conditional Use Permit shall receive Site Plan Review approvals if the application meets the criteria for a Site Plan Review pursuant to City Code Section 11-2-4: Site Plan Review.
3. The City Council shall, after receipt of the report of the ACHP, either approve or deny the application, within the timeframe established by City Code Section 11-2-2. Denial must comply with the requirements of City Code Section 11-2-11.
4. The City Council may impose such restrictions or conditions as may be necessary to comply with the standards established by this Title, or to reduce or minimize the impacts upon other properties in the neighborhood and to better carry out the intent of the Comprehensive Plan and the Zoning Code. Any condition must be directly related to and must bear a rough proportionality to the impact created by the application.

D. Application: The application for a Historic Properties Conditional Use Permit shall follow the procedures in City Code Section 11-2-8.C: Required application information and materials.

E. Findings: In addition to the factors in City Code Section 11.2.8.D, a historic properties conditional use permit may be granted subject to the City Council making the following findings:

1. The applicant has demonstrated that the historic characteristics of the property cannot be maintained reasonably and economically unless the Historic Properties Conditional Use Permit is granted.
2. The property or structure is listed on the City's Register of Historic Sites and Landmarks and/or is listed on the National Register of Historic Places.

F. Performance Standards for All Historic Properties Conditional Use Permits: As may be applicable, the evaluation of any proposed historic properties conditional use permit request shall be subject to and include, but not limited to, the following general performance standards and criteria:

1. The standards of City Code Section 11-2-8.E: Conditional Use Permits are met.

2. The parcel size is greater than five (5) acres, unless a smaller size is approved by the City Council.
3. One (1) sign is permitted not to exceed thirty-two (32) square feet, and six (6) feet in height.
4. Site improvements meet City Code Section 2-2-6: Alterations to Historic Sites and Landmarks.

G. *Allowed Uses for Historic Properties Conditional Use Permit*. The adaptive reuse proposed for the property must be a use listed below:

1. Bed and Breakfast
2. Reception Facility
3. Meeting/Conference Facility
4. Office
5. Museum
6. Art Gallery
7. Limited Retail Establishment
8. Restaurant
9. Microdistillery with a Cocktail Room
10. Brewpub with a restaurant
11. Other uses deemed similar by the City Council

H. Amendment to Historic Properties Conditional Use Permit: Amendments to any condition contained in an approved Historic Properties Conditional Use Permit may be made only in accordance with the procedures applicable to the initial application as contained above in Section E: Procedure.

I. Lapse: Lapse of approval is governed by City Code Section 11-2-12.

DRAFT SIGN REGULATIONS

SECTION:

12-1-1: Title

12-1-2: Findings, Purpose and Intent

12-1-3: Definitions

12-1-4: General Requirements

12-1-5 Permit Requirements

12-1-6: Prohibited Signs

12-1-7: Design Standards

12-1-8: Signs in Agricultural Districts

12-1-9: Signs in Residential Districts

12-1-10: Signs in Business Districts

12-1-11: Signs in Industrial Districts

12-1-13: Miscellaneous Sign Provisions

12-1-1 : TITLE:

This Title shall be known, cited and referred to as the Cottage Grove Sign Regulations Ordinance, except as referred to herein, where it shall be known as “this Title”.

12-1-2 : FINDINGS, PURPOSE AND INTENT:

A. Findings, Purpose and Intent:

1. Findings. The City Council hereby finds as follows:

   a) Exterior signs have a substantial impact on the character and quality of the environment.

   b) Signs provide an important medium through which individuals may convey a variety of messages.

   c) Signs can create public safety hazards, aesthetic concerns and detriments to property values, that threaten the public health, safety, or welfare.

   d) The regulation of signs within the city has had a positive impact on traffic safety and the appearance of the community.

   e) The City Code includes the regulation of signs in an effort to provide an adequate means of expression and to promote the economic viability of the

business community, while protecting the City and its citizens from a proliferation of signs of a type, size, location and character that would adversely impact upon the aesthetics of the community and threaten the health, safety and welfare of the community. The regulations of the physical characteristics of signs within the City have had a positive impact on traffic safety and the appearance of the community.

2. Purpose and Intent. It is not the purpose of this Title to regulate the message displayed on any sign; nor is it the purpose of this Title to regulate any building design or any display not defined as a sign, or any sign which cannot be viewed from outside a building. . The purpose of this chapter is to:

a) Regulate the number, location, size, type, illumination and other physical characteristics of signs within the City in order to promote the public health, safety and welfare.

b) Maintain, enhance and improve the aesthetic environment of the City by preventing visual clutter that is harmful to the appearance of the community.

3. Improve the visual appearance of the City while providing for effective means of communication, consistent with constitutional guarantees and the City's goals of public safety and aesthetics. It is the intent of the chapter to authorize the use of signs which:

a) Allow a wide variety of sign types in commercial zones, and a more limited variety of signs in other zones, subject to the standards set forth in this Section.

b) Prohibit signs whose location, size, type, illumination or other physical characteristics negatively affect the environment and where the communication can be accomplished by means having a lesser impact on the environment, community aesthetics, and the public health, safety and welfare.

c) Eliminate confusing, distracting, or dangerous signs that interfere with vehicular traffic.

d) Promote and encourage commerce.

e) Provide fair and equal treatment of signage.

B. Diagrams.

1. The inclusion of diagrams in this text is for illustrative purposes only. Where a diagram conflicts with the written text, the text shall prevail.

C. Substitution.

1. The owner of any sign that is otherwise allowed by this article may substitute noncommercial speech in lieu of any other commercial speech or noncommercial speech. This substitution of copy may be made without any additional approval or permitting.
2. The purpose of this "substitution" provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular

noncommercial speech over any other noncommercial speech. This provision prevails over any more specific provision to the contrary.

12-1-3 : DEFINITIONS:

Definitions: The following words, terms and phrases when used in this Title shall have the meanings ascribed to them in this Section except where the context clearly indicates a different meaning.

ABANDONED SIGN: Any sign and/or its supporting sign structure that remains without a message or whose display surface remains blank for more than one year or that pertains to a time, event, or purpose that no longer applies. Abandoned signs are not legally established nonconforming signs.

ADDRESS SIGN: A sign on a building displaying numbers only, whether written or in numeric form, used for proper identification of the location of the building.

ALTERATION: Any major change to a sign excluding routine maintenance, painting, or changing of copy of an existing sign.

AWNING: A roof like cover, often of fabric, plastic, metal, or glass, designed and intended for protection from the weather or as a decorative embellishment that projects from a wall or roof of any structure primarily over a window, door, wall, or the like.

BANNER: A temporary sign made of lightweight fabric or similar material either securely fastened to poles or on the exterior of a building.

BEACON/SPOTLIGHT: Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

BENCH SIGN: A sign which is affixed or painted to a bench.

BUILDING HEIGHT: The vertical distance from the average elevation of the adjoining ground level, or the established grade adjacent to the building, whichever is lower, to the top of the cornice of a flat roof, to the deck line of a mansard roof, to a point of the roof directly above the highest wall of a shed roof, the uppermost point on a round or other arch type roof, or to the highest gable on a pitched or hip roof.

BUILDING MARKER: Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

BUSINESS: Any establishment, occupation, employment, or enterprise wherein merchandise is manufactured, exhibited, or sold or which occupies time, attention, labor, and materials or where services are offered for compensation.

CANOPY: A roof like structure projecting over a doorway.

CHANGEABLE COPY SIGN: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A "changeable copy sign" shall also include reader board signs.

COMMEMORATIVE OR MEMORIAL SIGN: A sign, tablet, or plaque commemorating or memorializing a person, event, structure, or site.

COMMERCIAL OR INDUSTRIAL BUILDING COMPLEX: A development of industrial or commercial buildings, tenants, or uses, in close proximity that are intended to function in a joint manner, regardless of sequence of build-out. Characteristics of a shopping area or building complex may include, but are not limited to, shared parking facilities, joint access, and common building design. A shopping area or building complex may include multiple tenants or multiple owners, freestanding pad buildings, and may be situated on one or more lots or parcels or other factors as determined by City Staff.

COMMERCIAL SPEECH: Speech that is advertising a business, profession, commodity, service, or entertainment.

COPY AND GRAPHIC: The wording and other display messages such as logos or symbols on a sign.

COPY AND GRAPHIC AREA: The area contained within a rectangle or square drawn completely around the display surface which encloses the copy and graphic of a sign.

DIRECTIONAL SIGN: A sign erected on public or private property which is designated to guide vehicular or pedestrian traffic.

DISTRICT: A specific zoning district as defined in City Code Title 11.

DYNAMIC DISPLAY: Any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink", video display, or any other method or technology that allows the sign face to present a series of images or displays.

ENTRANCE MONUMENT SIGN: A sign which identifies the name of a neighborhood, a residential subdivision, a multi- family complex consisting of three (3) or more structures or ten (10) or more units, a commercial development consisting of three (3) or more separate structures, a shopping center area, an industrial area consisting of three (3) or more structures or any combination of the above, which does not specifically identify the individual business therein.

ERECT: The activity of constructing, building, raising, assembling, placing, affixing, attaching, creating, painting, drawing, or any other way of bringing in to being or establishing.

FACADE: Is a portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation

FARM IDENTIFICATION SIGN. A sign which identifies or otherwise describes the name, ownership and/or type of agricultural operation of the lot or parcel of land upon which it is situated.

FLAG: Any fabric or similar lightweight material attached at one end of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes and that contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices.

FLASHING SIGN: A directly or indirectly illuminated sign or portion thereof that exhibits changing light or color effect by any means, to provide intermittent illumination that changes light intensity in sudden transitory bursts and creates the illusion of intermittent flashing light by streaming, graphic bursts showing movement or any mode of lighting which resembles zooming, twinkling, or sparkling.

FREESTANDING SIGN: A sign that is placed in the ground and not affixed to any part of a structure or building.

FRONTAGE: For purposes of this Chapter, the front side of a building or tenant space facing the public right of way.

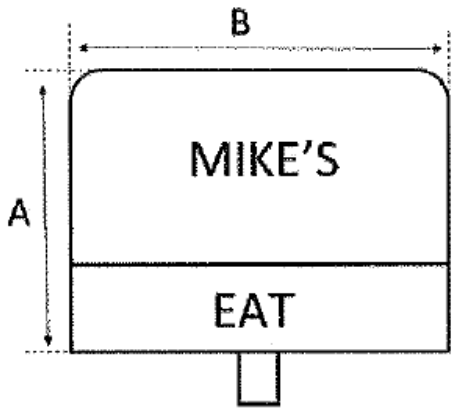
GOVERNMENTAL SIGN: A sign which is erected by a governmental unit for the purposes of identification, information, or directing or guiding traffic.

GRADE: For the purposes of this Chapter, the elevation or level of the ground at the place the sign is to be erected.

GROSS SIGN AREA CALCULATION: The method of calculating the allowable square footage of signs shall be as follows:

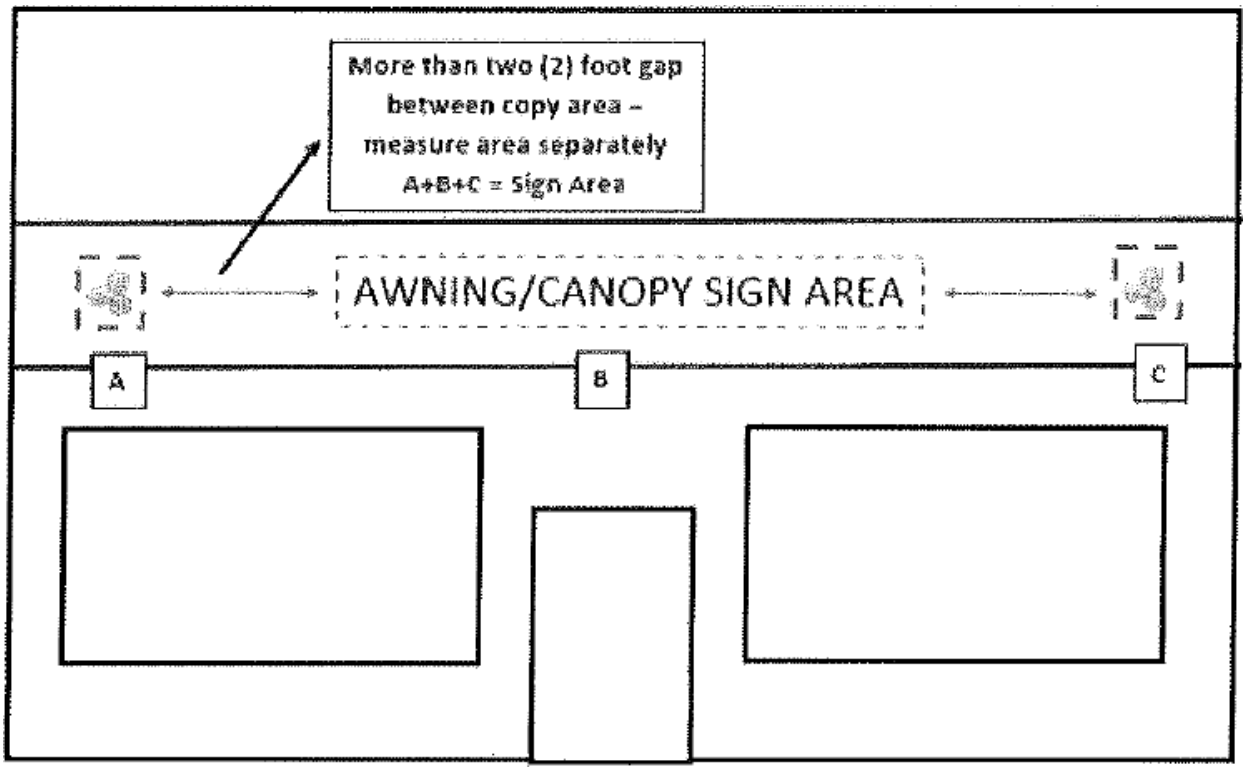
A. Individual Letters or Figures: When attached onto a surface such as a building, canopy, wall, or awning, the area shall be the smallest rectangle that encompasses all of the letters or symbols unless the letters and/or symbols are separated by two feet (2') or more in length, in which case the letter(s) and symbol(s) area shall be calculated separately and added together.

B. Monument Signs: The smallest rectangle, square, circle, triangle, or combination thereof that will encompass the entire area of the sign face, including all lettering, wording, and accompanying designs and symbols, together with all the background, whether open or enclosed, on which they are displayed and in no case passing through or between elements of such sign. The area shall not include the main supporting sign structure but shall include other ornamental attachments that are not a part of the main support of the sign.



AREA = A x B

C. Wall Signs: The smallest rectangle, square, circle, triangle, or combination thereof that will encompass the entire area of the frame, including all lettering, wording, and accompanying designs and symbols, together with all the background, whether open or enclosed, on which they are displayed and in no case passing through or between elements of such sign. The area shall not include the main supporting sign structure but shall include other ornamental attachments that are not a part of the main support of the sign. Letter(s) and symbol(s) separated by two feet (2') or more in length shall be calculated separately and added together.



HEIGHT: The vertical distance measured from the base of the sign at grade to the top of the highest attached component of the sign.

IDENTIFICATION SIGN: Any sign which states the name or address or both of identifies the business or occupant of the lot or building where the sign is placed and may be a directory business or occupants.

ILLEGAL SIGN: A sign that is erected without first complying with all City ordinances and regulations in effect at the time of its construction and erection or use.

ILLUMINATED SIGN: Any sign that contains an element designated to emanate artificial light internally or externally.

INCIDENTAL SIGN: Incidental signs or signs within a building provided that the sign is not readily visible from the public right-of-way, adjacent properties, and are not illuminated.

INFLATABLE SIGN: An inflatable sign means any object enlarged or inflated over 24 inches that floats, is tethered in the air, or is located on the ground or on a building with or without copy or other graphics.

INFORMATIONAL SIGN: Any sign erected for the safety or convenience of the public to provide information or wayfinding and other signs that do not promote or contain advertising or identification of a business, property, or product.

LEGAL NONCONFORMING SIGN: A sign which lawfully existed prior to the passage of the ordinance codified in this Chapter or amendments thereto but which does not conform to this Chapter.

LEGALLY ESTABLISHED NONCONFORMING SIGNS: Any sign and its support structure lawfully erected prior to the effective date of any provision of this Chapter that fails to conform to the requirements of this Chapter.

LOGO: A symbol, image, insignia, word, word abbreviation, or initials which are designed for easy recognition, and which represents or identifies in graphic form, a nation or organization of nation; businesses; states or cities; or fraternal, religious and civic organizations or any educational institutions, irrespective of whether they are made of permanent, semipermanent, or temporary materials.

MENU BOARD SIGN: A freestanding exterior sign adjacent to the drive-through lane at a drive-through facility that identifies items for sale at the facility and their associated prices for customers.

MERCHANDISE SIGN: A temporary A-frame or sandwich board style sign advertising merchandise or services displayed outside an enclosed building.

MONUMENT SIGN: A freestanding sign independent from any building or other structure that is mounted on the ground or mounted on a base that is at least as wide as the sign, but in no event shall the base exceed one hundred fifty percent (150%) of the greatest width of the sign. A monument sign is typically solid from grade to the top of the structure; however, a monument sign may include open area below the face of the sign if the sign complies with the monument sign supporting sign structure design criteria.

MOTION SIGN: Any sign which revolves, rotates, has any moving parts, or gives the illusion of motion including animated or flashing signs.

MURAL: A work of graphic art painted on a building wall, which contains no commercial advertising or logos and which does not serve to advertise or promote any business, product, activity, service, interest, or entertainment.

NONCOMMERCIAL FLAG: Any flag other than a business or commercial flag, including, without limitation, a flag of any governmental, religious, charitable, fraternal, or political organization or cause.

NONCOMMERCIALSPEECH: A sign that does not contain commercial speech but promotes a message concerning political, religious, social, ideological, public service, or informational topics.

OBSOLETE SIGN: Any sign which no longer advertises a bona fide business conducted or products sold at that location or premises where the sign is located.

OFF PREMISES SIGN: A sign bearing commercial speech that is located on a property that is not the premises, property, or site of the use identified or advertised on the sign.

ON PREMISES SIGN: A sign bearing commercial speech that is located on the premises, property, or site of the use identified or advertised on the sign.

PARAPET: The portion of the building wall that rises above the roof level

PENNANT: Pieces of cloth, paper, or plastic intended to be individually supported or attached to each other by means of rope, string or other material, and intended to be hung on buildings or other structures or between poles that does not include any company logo or other form of corporate identity.

PERMANENT SIGN: Any sign which is not a temporary sign.

PROJECTING SIGN: A sign other than a wall sign which is affixed to a building, and which

extends perpendicular from the building wall.

PYLON SIGN: A sign supported by a post or posts so that the sign and supports are finished to grade and the post or posts are encased in a material consistent with the sign.

READER BOARD: A sign where the message is changeable but does not change automatically.

REAL ESTATE DEVELOPMENT SIGN: A sign placed on the premises of a subdivision or other real estate development related to the subdivision or real estate development.

REAL ESTATE SIGN: A sign placed upon a property advertising that particular property for sale, rent, or lease.

RIGHT OF WAY: A public right of way, intended for vehicular traffic, including freeways, expressways, arterials, parkways, thoroughfares, collector streets, local streets, cul-de-sacs, access streets, avenues, boulevards, lanes, and other public ways, as now or hereafter designated.

ROOF SIGN: A sign erected on the roof or above the roof line of a building or a sign painted on or attached directly to the roof.

ROOFLINE: The uppermost line of the roof of a building or in the case of an extended facade, the uppermost height of such facade.

SIGN: Any letter, word, symbol, device, poster, picture, reading matter, or representation in an advertisement, announcement, message, or visual communication, whether painted, posted, printed, affixed, or constructed, which is displayed outdoors for informational, corporate identification, or communicative attention-getting purposes and is visible to the general public.

SIGN STRUCTURE: The supports, uprights, raceway, bracing, and framework for a sign, including the sign area.

STREET FRONTAGE: The proximity of a parcel of land to one or more streets. An interior lot has one street frontage, and a corner lot has two (2) frontages.

*TEMPORARY SIGN**:*** Any sign which is erected or displayed for a limited period of time, including signs affixed or attached to vehicles, including trailers, and capable of being readily removable.

TEMPORARY EVENT SIGN: Any activity having a specific duration or the end of which is related to a specific action. Temporary events include such activities as: festivals, open houses, garage sales, sales and athletic events.

TOTAL SIGNAGE SQUARE FOOTAGE CALCULATION: The square footage of every sign on the exterior of any building on the property, or visible from public property, unless explicitly exempted by this Section, shall count towards the total signage square footage calculation.

UNSAFE SIGN: Any sign that is out of order, in disrepair, rotten, hazardous, or in any other manner unsafe.

WALL SIGN: A sign which is affixed to the exterior wall of a building, and which is parallel to the building wall, and which does not project more than twelve inches (12") from the surface to which it is attached, nor extend beyond the top of the parapet wall.

WINDOW SIGN: Any sign, pictures, symbol, attention-getting device or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or

service, that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

12-1-4 GENERAL REQUIREMENTS

A. Consent of property owner.

1. No person may erect, place, use or permit the use of any permanent sign or sign structure on private or public property without the property owner or authorized representative's written consent.
2. No person may construct, erect, place, use, or permit the use of any temporary sign on private or public property without the property owner or authorized representative's written consent.

B. Any sign not exempted from the requirements of obtaining a sign permit by 12-1-5 (B) must obtain a sign permit pursuant to 12-1-5 (A).

C. No person may erect or construct a sign on a site that contains unlawful signs.

D. No sign may be installed in a manner that obstructs the clear vision of streets, or that may be confused with a traffic control sign, signal, or device.

12-1-5 : PERMIT REQUIREMENTS:

A. Sign Permit Requirements: All signs must be constructed in accordance with all applicable City Code provisions, including requirements for obtaining permits and payment of required fees. No sign, unless exempted by this Section, shall be erected, altered, reconstructed, or moved in the City without first securing a permit from the City.

1. Application for Permit: The following information shall be submitted within or along with the permit application for a sign:

a) Contact information of person making application and owning the sign and property where the sign will be erected (if different).

b) A site plan drawn to scale showing the location of lot lines, buildings, structures, tenant leased wall area if applicable, parking areas, existing and proposed signs, and any other physical features of the property where the sign will be located.

c) Plans shall indicate the proposed location, specifications, number of signs and their dimensions and square footage, and method of construction and attachment to the building or placement method in the ground.

d) Diagrams for illustrative purposes. Locations, sizes or heights of signs depicted on site plans or other drawings submitted with any planning application shall be for illustrative purposes only. The construction of each sign shall meet the requirements of the sign ordinance unless the conditions of approval for a planned unit development provide otherwise.

e) Copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction in the amount

required by City Code and all other state or federal laws, if requested by City Staff.

f) Written consent of the owner or lessee of any site on which the sign is to be erected if the applicant is not the owner of the property.

g) Other information as determined by City Staff to show full compliance with this Title and all other state or federal laws and ordinances of the City.

2. Administration: Sign permits are approved by City Staff. Any appeal of a City Staff determination shall follow the procedures described in City Code Section Title 11, Chapter 2, Section 13 (11-2-13).

B. Exceptions: No sign permit is required for the following signs which are permissible in all zoning districts. The following signs shall conform to all the other provisions of this Title or City Code. These signs shall not count towards the Total Signage Square Footage Calculation.

1. Address Signs: Address signs not exceeding three (3) square feet for single family residential properties and six (6) square feet for multi-family, industrial, or commercial properties.

2. Building Markers: Building markers not exceeding four (4) square feet.

3. Construction Sites: At the site of new construction for development temporary signs are permitted in accordance with the following:

a) One freestanding temporary sign is permitted, provided it complies with the following:

i. The sign is no larger than thirty-two (32) square feet and does not exceed more than eight feet (8') in height.

ii. The sign must be located on the property under development.

iii. The sign shall be set back at least twenty feet (20') from all property lines.

iv. The sign shall be removed when ninety percent (90%) of the construction in the development is completed.

b) Subdivision model homes are permitted three (3) temporary directional signs for each model home, provided they comply with the following:

i. Sign(s) may be no more than twenty-four inches by twenty-four inches (24" x 24") in size.

ii. Signs must be located within the developing subdivision.

iii. Signs may not be closer than fifteen feet (15') to the back of the curb nor closer than two feet (2') to any sidewalk or trail.

iv. Signs shall not be located in the Right of Way.

v. Sign(s) shall be removed when ninety percent (90%) of the construction in the development is completed.

4. Incidental Signs.

5. Informational and Directional Signs: Informational and directional signs posted onsite, provided the signs conform to the following:

    a) Number.

        i. One directional sign is allowed for each vehicle entrance or exit to any non-residential or multi-family building.

        ii. Additional directional signs may be allowed if a need is demonstrated for proper traffic flow.

    b) Area. The area of each sign shall not exceed six square feet.

    c) Height. The height of the sign including the pole or base shall not exceed four feet from grade to the top of the sign.

    d) Location.

        i. The sign shall be setback from any property line at least five (5) feet.

        ii. Multi-tenant developments and uses on lots exceeding 50,000 square feet in area may display internal site directional signs. Such directional signs shall be located within 10 feet of an internal site driveway or drive aisle and may not exceed 8 square feet in area or 6 feet in height.

        iii. The sign shall not be located so as to impair the vision of the driver of a vehicle and shall not be located in the clear view triangle.

6. Merchandise Signs: Merchandise signs in accordance with the following:

    a) Must be located within twenty feet (20') from the main entrance of the business or service being advertised.

    b) Must be removed at the end of each business day.

    c) May be no larger than six (6) square feet in size per side.

    d) Merchandise signs in the public right of way or public easements are prohibited.

7. Signs that exclusively express noncommercial speech, subject to the following:

    a) Noncommercial flags and commercial flags.

        i. Flagpoles shall be no taller than 10 feet above the highest point of the tallest building on the lot or site, maintain a side and rear yard setback not less than the height of the flagpole, and be setback a minimum of 15 feet from any public right-of-way.

    b) Noncommercial Signs during Election Season:

        i. In a state general election year, all noncommercial signs of any size may be posted in any number within or outside the public right of way on private property from forty-six (46) days before the state primary in a state general election year until ten (10) days following the state general election. Noncommercial signs may be placed in

a City right of way on private property only if they are located more than ten feet (10') from the back of the curb or more than two feet (2') from the edge of a sidewalk or trail, whichever is farthest from the street curb and/or mounted on the face of a fence if the fence is less than ten feet (10') from the back edge of the street curb or less than two feet (2') from the edge of a sidewalk or trail.

ii. If there is a primary for any office in a year that is not a state general election year, noncommercial signs may be posted within or outside the public right of way on private property twenty-one (21) days before the primary election. When there is no primary, noncommercial signs may be posted twenty-one (21) days before the general election.

iii. All noncommercial signs except those otherwise permitted by this Chapter must be removed within ten (10) days following the general election.

iv. The City of Cottage Grove shall not be responsible for damage to any signs placed in the right-of-way.

c) Noncommercial Yard Signs:

i. Maximum of 2 signs per property.

ii. Each sign may be no larger than 6 square feet.

iii. Signs may not be located in the right of way.

d) Temporary Noncommercial Event Signs such as garage/yard sales, community events, graduations, youth sports registration, and similar type signs.

i. The maximum size of signs shall be six square feet in area and no more than three feet in height.

ii. The sign shall only be displayed no more than ten (10) days prior to the event and must be removed within 24 hours after the event is completed.

iii. Signs shall not be located in the right of way.

iv. Signs must be for event locations within the City of Cottage Grove.

v. The person responsible for the signs placement must have the permission of the property owner where the sign is erected.

vi. Any temporary noncommercial event sign counts towards the allotted number of permitted yard signs identified in section C.

8. Official Government Flags/Emblems: Official government flags and emblems.

9. Public Notices or Signs Required: Official public notices or signs required by local, state, or federal regulations and all governmental signs, including, but not limited to, traffic control and other regulatory purpose signs, street signs, informational signs, utility signs, danger signs, and railroad crossing signs.

10. On properties that are for sale or lease temporary signs are allowed subject to the following regulations:

a) One sign per street frontage is permitted in residential districts.

b) In residential districts, signs must not exceed six (6) square feet in area and six feet (6') in height.

c) Permitted as window signs as long as they do not exceed forty percent (40%) of total window area in commercial or industrial districts.

d) In nonresidential districts, one freestanding sign per street frontage with a maximum height of eight feet (8') and no larger than thirty-two (32) square feet is permitted.

e) Real estate signs must be removed within seven (7) days following lease or sale closing.

11. No commercial speech shall be permitted on a scoreboard, except that an organization sponsoring the scoreboard or facility may include identifying information within the area allowed for the scoreboard in a combined amount not to exceed 40 percent of the total scoreboard area. Window Signs: Window signs placed within a building and within view of the general public cannot obstruct more than thirty-three percent (33%) of the window and no more than 75 square feet of street frontage. Window signs shall conform to the following standards:

    a) The window signage area shall be determined by measuring a box around each group of characters, objects, images, logos, and any background to the objects, images, and logos.

    b) Hours of operation and "open"/"closed" signs shall not be included in window sign area calculation. Signs shall remain static and not flashing.

    c) Window signs may be illuminated during hours of operation.

12-1-6 : PROHIBITED SIGNS:

A. Prohibited Signs: The following signs are specifically prohibited in any district:

1. Motion signs, including rotating, animated, and flashing signs other than dynamic display signs as permitted elsewhere in this chapter.

2. Roof Signs

3. Signs Painted on windows and walls and other structures.

4. Obsolete or Abandoned Signs.Illegal signs and illegal nonconforming signs.

5. Signs Attached to Utility Poles, Streetlights, Towers, Trees, Fences, Rocks, or Other Similar Natural Surfaces.

6. Searchlights or beacons.

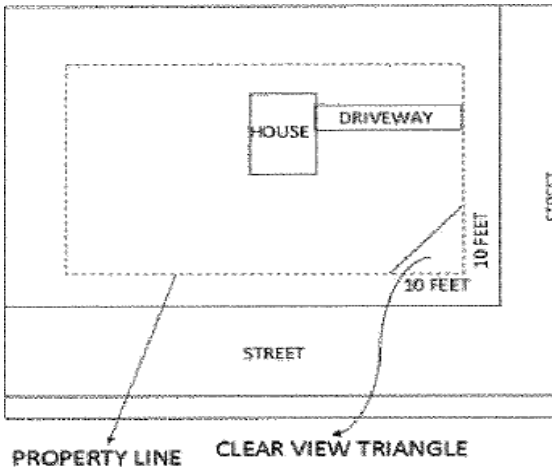
7. No person shall display, place, erect, post, maintain, install, affix a sign on any portion of a pedestrian bridge or overpass that passes over a freeway or a controlled access highway.

8. No sign shall be permitted that is a hazard to the public health, safety, convenience, or general welfare.

9. Benches and Bus Shelter Signs: Signs on bus shelters and bus benches are prohibited.

10. Off premises signs.

11. On corner lots, no signs are permitted within a clear view triangle. The clear view triangle is that area that begins at the intersection of the front property line and corner side property line and is measured back ten feet (10') along both property lines. Those points are then connected with a straight line.



12. No sign shall contain any obscene matter as defined by Minnesota Statutes Section 617.241.

13. Pennants or feather flags.

14. Inflatable signs.

15. Pylon signs.

16. Signs that obstruct windows, doors, fire escapes, or an opening intended to provide ingress or egress to any structure or building.

17. Signs that appear in color or design to resemble a traffic sign or signal or that make use of words, symbols, or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic.

12-1-7 : DESIGN STANDARDS:

A. Color of Signs: All signs which have their backs visible to public view shall have such backs painted in a neutral color compatible with the background against which they are set.

B. Signs Affixed Flat Against Building Walls: No sign affixed flat against a building wall shall extend beyond any edge of such wall, nor shall any such sign extrude more than twelve inches (12") from the wall.

C. Changing Copy of Sign: The changing of the copy or message of a painted, plastic face, or printed sign is permitted without a permit provided that there is no change in the size, shape, or lighting of the sign.

D. Compliance with Building and Electrical Code: All signs shall comply with all applicable provisions of the building code and, if applicable, electrical code.

E. Approval of Property Owner: No sign shall be placed on any property without the

approval of the property owner.

F. Height Above Public Ways: Except for necessary poles, uprights, pedestals, and other support structure elements, no portion of any sign located over a public right of way shall be less than eight feet (8') above grade level, except for signs that are designed such that they present no hazard to pedestrians or vehicles.

G. Illuminated Signs:

1. Illuminated signs lighted by any means, whether as an integral part of the sign or a light away from the sign, such as floodlights, shall be governed as follows:

   a) Any combination of signs or light sources which cast a light on a public street shall not exceed one foot-candle (foot-candle meter reading) as measured at the property line.

   b) Any combination of signs or lights which cast light on property zoned for residential use shall not exceed five-tenths (0.5) of a foot candle (foot-candle meter reading) as measured at the property line of such residential property.

   c) In no instance shall exposed light bulbs be utilized to light signs, property, or merchandise. The lights shall be hooded or controlled in some manner so as to direct light away from public streets or adjacent or nearby property.

   d) The illumination source shall not be placed so as to cause or create a traffic hazard or to conflict with traffic control signs or lights.

   e) The illumination electrical power supply, wiring, and conduits must not be visible on the exterior of the sign.

2. The illumination of building facades and landscaping with architectural lighting shall be permitted when properly maintained.

H. Dynamic Display Signs:

1. Permitted Locations:

   a) On wall or monument signs located:

      i. On properties located in any business or industrial zoning district.

      ii. On properties with a conditional use permit for religious or institutional use in any zoning district.

      iii. On government buildings or sites located in any zoning district.

2. Prohibited Locations:

   a) On pylon signs.

   b) As window signs.

   c) As portable signs.

   d) On rooftops.

   e) In residential and agricultural districts, except as allowed in section 12-1-7(H).

3. Setback Requirements: Ten feet (10') from edge of sign to any property line.

4. Dynamic Display Size:

   a) Twenty-four (24) square feet maximum per property.

   b) Included in total wall and monument signage square footage calculations.

5. Dynamic display images shall be static.

6. Dynamic Display Transition: Scrolling, the appearance of motion, flashing, animation, motion video, and similar transitions are prohibited.

7. Dynamic Display Frequency: One hour minimum between changes in display transition. Emergency notifications or alerts posted on government signs are exempt from this Section.

I. Menu Board Signs for fast food restaurant uses. Drive-through menu board signs are allowed for restaurants with a drive through window provided the requirements in this section are met.

   1 Location: All drive-through menu board signs shall be single sided and located adjacent to the drive-through lane and shall not be located in any required setback. Menu boards signs may be affixed to the building.

   2 Height: A drive-through menu board sign shall not exceed eight (8) feet above grade in height.

   3 Size: A drive-through menu board sign shall not exceed forty (40) square feet.

   4 Number: Up to two drive-through menu board signs are permitted per drive-through lane. The total surface area of the two signs shall not exceed forty (40) square feet.

   5 A Drive-through menu board signs shall comply with the following standards:

      a) The images, colors, and text may not change more than five (5) times per day;

      b) All images, colors, and text shall be static with no flashing, scrolling, or animation;

      c) At any time, the business or drive-through is closed to the public, any Drive-through menu board sign shall be turned off until the business or drive-through is open to the public;

      d) Signs with speakers or intercoms shall be designed and located in a manner to direct noise away from adjoining properties. Speaker noise shall not be audible to adjacent residential properties; and

      e) The sign(s) shall not be located as to impair the vision of the driver of a vehicle traveling either into, out of, or through the drive-through lane.

J. Projecting Signs: Permitted only in business and industrial districts, subject to the following restrictions:

   1. The maximum sign area shall be twenty (20) square feet per building face.

   2. Not less than eight feet (8') of clearance shall be provided between the sidewalk elevation and the lowest point of the projecting sign.

3. Signs shall project from the face of the building no more than the lesser of one-third (1/3) of the sidewalk width or four feet (4'). Sidewalk width shall be measured perpendicular from the face of the building at the proposed sign location.

12-1-8 : SIGNS IN AGRICULTURAL DISTRICTS

A. Farm Identification Sign:

1. Shall be Located at Entrance
2. Located on Private Property: Shall be located at least three (3) feet from any property line and prohibited on public rights of way.
3. One sign no more than twenty-five (25) square feet
4. Maximum Height: The maximum height of a farm area identification sign shall be ten feet (10').
5. Does not require a permit.

B. Monument Signs for Places of Worship, Parks, Schools, and Other Nonresidential Buildings:

1. Number: One monument sign with a building permit.
2. Size. Sign shall not exceed a total of fifty (50) square feet and shall not exceed a height of ten feet (10').
3. Location. Signs shall be located at least three (3) feet from any property line and prohibited on public rights of way.
4. Design: The base of the monument sign shall be constructed of class I materials that compliment those used on the building(s) for which the sign is located.
5. In addition to monument signage, wall signage is permitted provided that the wall sign area shall not exceed fifty (50) square feet.

C. Temporary Signs for Places of Worship, Parks, Schools, and Other Nonresidential Buildings:

1. A maximum of four (4) temporary sign permits may be issued per calendar year for up to fifteen (15) days each. The temporary sign must be in the form of a weatherproof banner no larger than thirty-two (32) square feet in size.
2. Location: Securely fastened to pole on the property the business is located or attached to the principal structure.
3. Signs shall be setback a minimum of 25 feet from the edge of the road.
4. Removal After Expiration of Permit: On premises temporary signs must be removed within twenty-four (24) hours after the expiration of the permit.
5. One (1) temporary sign permit may be issued per property at a given time.

12-1-9 : SIGNS IN RESIDENTIAL DISTRICTS

A. Entrance Monument Sign:

1. Located at Entrance: Shall be located at the entrance to the project or subdivision.

2. Located on Private Property: Shall be located at least three (3) feet from any property line and prohibited on public rights of way.

3. Maximum Permitted: A maximum of two (2) entrance monuments no more than twenty-five (25) square feet per sign, may be permitted at each project entrance or subdivision entrance. Two (2) signs are permitted at each project entrance only to create a gateway effect at opposite corners of the entrance to the project. Wall signage is permitted provided that the wall sign area shall not exceed fifty (50) square feet.

4. Maximum Height: The maximum height of an entrance monument sign shall be ten feet (10').

5. Multiple-Family Buildings: A multiple-family complex consisting of three (3) or more structures or ten (10) or more units shall be allowed an entrance monument sign not to exceed fifty (50) square feet. The base of the monument sign shall be constructed of class I materials that compliment those used on the building(s) for which the sign is located.

B. Monument Sign for Places of Worship, Parks, Schools, and Other Nonresidential Buildings: Are permitted one monument sign upon their property with a building permit and shall meet the following standards.

1. Size. Sign shall not exceed a total of fifty (50) square feet and shall not exceed a height of ten feet (10').

2. Location. Signs shall be located at least three (3) feet from any property line and prohibited on public rights of way.

3. Design: The base of the monument sign shall be constructed of class I materials that compliment those used on the building(s) for which the sign is located.

4. In addition to monument signage, wall signage is permitted provided that the wall sign area shall not exceed fifty (50) square feet.

C. Wall signs.

1. Area. maximum allowable area of 70 square feet.

2. Location. Wall signs may be placed only on walls facing the street frontage.

3. Lighting. Signs shall not be internally illuminated.

D. Temporary Sign for Multi-family, Places of Worship, Parks, Schools, and Other Nonresidential Buildings:

1. A maximum of four (4) temporary sign permits may be issued per calendar year for up to fifteen (15) days each.

   a) The temporary sign must be in the form of one (1) weatherproof banner no larger than thirty-two (32) square feet in size or;

   b) Up to four (4) yard signs that are no larger than six (6) square feet each.

2. New places of worship, parks, schools, and other nonresidential may have one temporary sign permit per calendar year shall be issued for no more than thirty (30) days.

3. Removal After Expiration of Permit: On premises temporary signs must be removed within twenty-four (24) hours after the expiration of the permit.

4. Location. Securely fastened to poles on the property the nonresidential use or multi-family is located or attached to the principal structure.

5. Signs shall not be located in the Right of Way.

6. One temporary sign permit may be issued per property at a given time .

12-1-10 : SIGNS IN BUSINESS DISTRICTS

A. Monument Sign:

1. Number of Signs: One (1) on premises monument sign shall be permitted per property.

2. Location:

   a) Monument signs shall be no closer than seventy-five feet (75') to another monument sign.

   b) No monument sign shall be erected within the clear view triangle.

   c) Must be at least three (3) feet from all property lines and shall not be in the right-of-way.

3. Size:

   a) The size of a monument sign is determined by the gross square footage of the principal structure located on the property:

Principal Structure (Gross Square Feet)	**Monument**	
	Height	**Copy And Graphic (Square Feet)**
Greater than 100,000	15 feet	100
20,001 - 100,000	15 feet	90
Less than 20,000	15 feet	70

4. Design: The base of the monument sign shall be constructed of class I materials that compliment those used on the building(s) for which the sign is located.

B. Properties or businesses within a commercial building complex may request an individual or joint monument sign if they meet the standards in this section and 11-2-7.

C. Wall Signs:

1. The following table indicates maximum wall signage permitted per tenant wall:

Principal Structure Size (Gross Square Feet)	**Individual Wall Sign Calculation**

100,001 - 400,000 square feet	200 square feet or 1.25 square feet of sign per linear foot of the tenant frontage, whichever is less
20,001 - 100,000 square feet	150 square feet or 1.25 square feet of sign per linear foot of the tenant frontage, whichever is less
Less than 20,000 square feet	100 square feet or 1.25 square feet of sign per linear foot of the tenant frontage, whichever is less

1. Each exterior wall of each tenant frontage shall be calculated separately using the wall sign calculation above to determine the amount of wall signage allowed for that exterior wall.
2. Wall signage is limited to a maximum of 3 sides of a principal structure.
3. Each tenant's wall sign on a multi-tenant building shall not extend closer than two feet (2') from the tenant's lease line.
4. Tenant's wall sign shall be individually mounted letters or located on a raceway that is consistent in color with the wall facade. A box sign may be used as needed to incorporate the tenant logo.
5. Cabinet style wall signs shall be internally illuminated. The light source shall be entirely enclosed within the sign.
6. Wall signs shall not extend above the roofline of any principal building.
7. Sign changeouts require repair to holes or other wall markings left and painting to match tenant wall facade color.

D. Awnings, Canopies, Marquees:

1. Signs on awnings, marquees, and canopies shall be considered wall signs under the terms of this Section and subject to the regulations for said signs.
   a) Copy or graphics on awnings, canopies, or marquees shall be considered as part of the individual wall area calculation.
   b) An awning may be designated as a sign area as an addition to a sign on the building facade, provided the awning signage does not exceed the total sign area allowed.
   c) The sign displayed on the awning shall not be more than forty percent (40%) of the awning's principal face.

E. On Premises Temporary Signs: Temporary signs may be erected and maintained in the City only in compliance with this sign code, and with the following additional provisions:

1. Existing Businesses: A maximum of four (4) temporary sign permits may be issued to each business per calendar year for up to fifteen (15) days each.
   a) The temporary sign must be in the form of one (1) weatherproof banner no larger than thirty-two (32) square feet in size or;
   b) Up to four (4) yard signs that are no larger than six (6) square feet each.
2. New Business or Reopening of an Existing Business or Store Closing: One temporary sign permit per calendar year shall be issued for no more than thirty

(30) days.

3. Removal After Expiration of Permit: On premises temporary signs must be removed within twenty-four (24) hours after the expiration of the permit.

4. Location. Securely fastened to pole on the property the business is located or attached to the principal structure.

5. Signs shall not be located in the Right of Way.

6. One (1) temporary sign permit may be issued per property at a given time .

12-1-11 : SIGNS IN INDUSTRIAL DISTRICTS

A. Monument Sign:

1. Number of Signs: One (1) on premises monument sign shall be permitted at each public road access point.

2. Location:

a) Monument signs shall be no closer than seventy-five feet (75') to another monument sign.

b) No monument sign shall be erected within the clear view triangle.

3. Size:

a) The size of a monument sign is determined by the gross square footage of the principal structure located on the property:

Principal Structure (Gross Square Feet)	**Monument**	
	Height	**Copy And Graphic (Square Feet)**
Greater than 100,000	15 feet	100
20,001 - 100,000	15 feet	90
Less than 20,000	15 feet	70

4. Design: The base of the monument sign shall be constructed of class I materials that compliment those used on the building(s) for which the sign is located or advertising.

5. Internal Directional signage: Shall be permitted without a permit up to 12 sq ft per sign and shall not count towards signage allowance.

B. Properties or businesses within a commercial building complex may request an individual or joint monument sign if they meet the standards in this section and 11-2-7.

C. Wall Signs:

1. The following table indicates maximum wall signage permitted per tenant wall:

Principal Structure Size (Gross Square Feet)	Individual Wall Sign Calculation
100,001+ square feet	200 square feet
Less than 100,000 square feet	150 square feet

1. Each exterior wall of each tenant frontage shall be calculated separately using the wall sign calculation above to determine the amount of wall signage allowed for that exterior wall.
2. Wall signage is limited to a maximum of 3 sides of a principal structure.
3. Each tenant's wall sign on a multi-tenant building shall not extend closer than two feet (2') from the tenant's lease line.
4. Tenant's wall sign shall be individually mounted letters or located on a raceway that is consistent in color with the wall facade. A box sign may be used as needed to incorporate the tenant logo.
5. Cabinet style wall signs shall be internally illuminated. The light source shall be entirely enclosed within the sign.
6. Wall signs shall not extend above the roofline of any principal building.
2. Sign changeouts require repair to holes or other wall markings left and painting to match tenant wall facade color. Awnings, Canopies, Marquees:
3. Signs on awnings, marquees, and canopies shall be considered wall signs under the terms of this Section and subject to the regulations for said signs.
    a) Copy or graphics on awnings, canopies, or marquees shall be considered as part of the individual wall area calculation.
    b) An awning may be designated as a sign area as an alternative or addition to a sign on the building facade, provided the awning signage does not exceed the total sign area allowed.
    c) The sign displayed on the awning shall not be more than forty percent (40%) of the awning's principal face.

D. On Premises Temporary Signs: Temporary signs may be erected and maintained in the city only in compliance with this sign code, and with the following additional provisions:

1. Existing Business: A maximum of four (4) temporary sign permits may be issued to each business per calendar year for up to fifteen (15) days each.
    a) The temporary sign must be in the form of one (1) weatherproof banner no larger than thirty-two (32) square feet in size or;
    b) Up to four (4) yard signs that are no larger than six (6) square feet each.
2. New Business or Reopening of an Existing Business or Store Closing: One temporary sign permit per calendar year shall be issued for no more than thirty (30) days.
3. Removal After Expiration of Permit: On premises temporary signs must be

removed within twenty-four (24) hours after the expiration of the permit.

4. Location. Securely fastened to pole on the property the business is located or attached to the principal structure.

5. Signs shall not be located in the Right of Way.

6. One (1) temporary sign permit may be issued per property at a given time .

12-1-13: MISCELLANEOUS SIGN PROVISIONS

A. It is recognized that signs exist within the City that were lawful before these sign regulations were adopted but are prohibited under the regulations of this article. Such nonconforming signs are allowed to continue as nonconforming signs provided that such signs are safe, are maintained so as not to be unsightly, and have not been abandoned or removed. Nonconforming signs are subject to compliance with the following provisions:

1 Nonconforming signs may not be enlarged or altered in a way that increases the sign's nonconformity.
2 If the use of the nonconforming sign or sign structure is discontinued for a period of one year, the sign or sign structure may not be reconstructed or used except in compliance with the provisions of this article.
3 Should a nonconforming sign or sign structure be damaged, or structure be destroyed by any means to an extent greater than 50% of its market value and all required permits for its reconstruction have not been applied for within 180 days of when the sign or sign Structure was damaged, it may not be reconstructed or used except in compliance with the provisions of this article.
4 If a nonconforming sign or sign structure is moved for any reason for any distance whatsoever, it must thereafter comply with the regulations of this article.
5 Existing signs on the site of a use that is not permitted in the zone in which the use is located may not be enlarged, expanded or moved except in changing the sign to a sign permitted in the subject zone.
6 When a building loses its nonconforming status all signs devoted to the building must be removed and all signs painted directly on the building must be repainted in a neutral color or a color that matches the building.

B. Maintenance and Repair Requirements:

1. All signs, together with all their supports, braces, guys, and anchors shall be kept in repair and in proper state of preservation.

2. The display surfaces of all signs and tier supports shall be kept neatly painted or posted at all times.

3. All signs which are unsafe, dangerous, and/or unsightly shall be repaired or removed. Unsafe or dangerous signs shall be removed or otherwise properly secured by the property owner and/or sign owner upon receipt of notice to do so given by the City. Any abandoned, unsafe, or illegal sign is hereby declared to be a danger to the health, safety, and welfare of the citizens of Cottage Grove and is declared to be a public nuisance subject to abatement and assessment, except that legally established nonconforming signs shall not be abated until they have been abandoned for more than one year. Unsightly signs must be repaired or removed within fifteen (15) days of notification. The term "unsightly" shall mean a condition in which the sign has deteriorated to the point where at least one-fourth

(1/4) of the surface area of the name, identification, description, display, illustration, or other symbol is no longer clearly recognizable at a distance of twenty feet (20'); or where paint is peeling, chipping, or flaking from the structure surface, or where the sign has developed significant rust, corrosion, rotting, or other deterioration in the physical appearance.

4. Every sign and the immediate surrounding premises shall be maintained by the owner or person in charge thereof in a clean, sanitary, and inoffensive condition and free and clear of all obnoxious substances, rubbish, and weeds. Notice shall be given to the Community Development Director of any change in sign user, sign owner, or owner of the property on which the sign is located.

	Historic Property	Address	Acres	Register Type & Year
1	**Cordenio Severance House ("Cedarhurst")**	6490 Keats Avenue	10	National Register of Historic Places (1976)
2	**Grey Cloud Lime Kiln**	10398 Grey Cloud Trail	4.2.	National Register of Historic Places (1978)
3	**John P. Furber House**	7310 Lamar Avenue	.7	National Register of Historic Places (1982)
4	**Schilling Archeological District**	Lower Grey Cloud Island	NA	National Register of Historic Places (1978)
5	**First Congregational Church/Acacia Lodge No.51**	11094 70th Street	1	City Register of Historic Sites and Landmarks (1987)
6	**Dr. Authur L. Steen House**	7405 Lamar Avenue	3.9	City Register of Historic Sites and Landmarks (1983)
7	**Dr. William W. Furber House**	7697 Lamar Avenue	1.3	City Register of Historic Sites and Landmarks (1987)
8	**Atkinson Cemetery**	7211 East Point Douglas Road	.9	City Register for Historic Site and Landmarks (1982)
9	**Watson Family Home Farm**	8919 70th Street	.6	City Register of Historic Site and Landmarks (1982)
10	**Cottage Grove Town Hall**	9540 Islay Avenue	.2	City Register of Historic Sites and Landmarks (1982)
11	**Cottage Grove Cemetery**	NE Section 11	31.8	City Register of Historic Sites and Landmarks (1989)
12	**William F. Mackintosh/John Healy House/Hope Glen Farm**	10276 East Point Douglas Road	7.4	City Register of Historic Sites and Landmarks (House 2002 and Barn 2012)
13	**Lyceum Hall Caretaker's Sheds**	Cottage Grove Cemetery	31.8	City Register of Historic Sites and Landmarks (1983)
14	**Roger Shepard House ("Green Acres")**	8946 70th Street	38	City Register of Historic Sites and Landmarks (2017)
15	**Harry Roberts House**	8348 Keats Avenue	5	City Register of Historic Sites and Landmarks (1998)
16	**St. Mathhew's Evangelical and Reform Church/Cottage Grove Community Club**	6000 Lamar Avenue	5	City Register of Historic Sites and Landmarks (1983)
18	**John P. Furber Wedding & Event Center**	7310 Lamar Avenue	5	City Register of Historic Sites and Landmarks (2013)
19	**Old People's Cemetery**	NE/NE Quarter Section 7	1	City Register of Historic Sites and Landmarks (1982).