



COTTAGE GROVE CITY COUNCIL

September 4, 2024

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

TRAINING ROOM - 7:00 PM

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Hispanic Heritage Month Proclamation
Staff Recommendation: Receive the Hispanic Heritage Month Proclamation.
 - B Cottage Grove Food Truck Festival and Dowdle Update
Staff Recommendation: Receive the Cottage Grove Food Truck Festival and Dowdle update.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (7-10-2024)
Staff Recommendation: Approve the July 10, 2024, Special Meeting Minutes.
 - B City Council Special Meeting (7-24-2024)
Staff Recommendation: Approve the July 24, 2024, Special Meeting Minutes.
 - C City Council Special Minutes (7-31-2024)
Staff Recommendation: Approve the July 31, 2024, Special Meeting Minutes.
 - D City Council Meeting Cancellation - September 18, 2024
Staff Recommendation: Approve the cancellation of the September 18, 2024, Council meeting.
 - E On-Sale Temporary Intoxicating Liquor License - Spiral Brewery, LLC
Staff Recommendation: Authorize issuance of a temporary intoxicating liquor license to Spiral Brewery, LLC for "the Zywiec's Garden Centers Haunting Experience located at 10900 East Point Douglas Road South on October 18-19, 2024 and October 25-26, 2024.
 - F Gambling Permit - Cottage Grove Chamber of Commerce
Staff Recommendation: Authorize issuance of a single-occassion gambling permit to Laurie Lavine on behalf of Cottage Grove Area Chamber of Commerce to conduct a raffle at 8617 West Point Douglas Road #150 on December 11, 2024.
 - G Massage Therapy License - Yungang Wang
Staff Recommendation: It is recommended to not approve the Massage Therapy License application for Yunfang Wang to operate as a massage therapist at Summer Spa in Cottage Grove, given the applicant does not meet the requirements outlined in City ordinance (3-7-3) which states applicants must graduate from an accredited school recognized by the United States Department of Education and/or pass the MBLEx exam.

- H Washington County Worksite Wellness Grant
Staff Recommendation: Authorize the Wellness Committee on behalf of City staff to apply for the Washington County Worksite Wellness Grant through the Statewide Health Improvement Partnership (SHIP).
- I Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
- J 2025-2026 Sergeants Labor Contract
Staff Recommendation: Approve the 2025-2026 labor contract with the Sergeants union. All wage and benefits costs have been budgeted for the 2025 budget.
- K AuthX Software Agreement
Staff Recommendation: Approve the AuthX software agreement as reviewed by the City Attorney and authorize the 3-year software agreement payable annually.
- L CJN eBriefing Agreement
Staff Recommendation: Staff recommends the approval of the CJN Agreement as reviewed by the City Attorney and the subscription for the eBriefing application.
- M Low Zone Water Tower Approve Plans & Specs and Authorize Bidding
Staff Recommendation: Adopt Resolution 2024-128 approving the plans and specifications and authorizing bidding for the Low Zone Water Tower Project.
- N CP Rail Utility Occupancy License
Staff Recommendation: Approve the utility occupancy license with the Soo Line Railroad Company, dba Canadian Pacific, with minor modifications by the City Attorney.
- O Order for 2025 Vac Truck
Staff Recommendation: Authorize staff to order a vac truck for an amount not to exceed \$700,000.
- P Ravine Parkway Bridge Sealing – Quote Award
Staff Recommendation: 1. Adopt resolution 2024-124 approving the PCiRoads, LLC Proposal for the MMA Flood Sealing of Ravine Parkway Bridge project in the not-to-exceed amount of \$18,313.20. 2. Authorize the appropriate officials to sign all necessary documents to effectuate this project.
- Q Jamaica Ave Trunk Storm Realignment – Approve Plans and Specs, Authorize Bidding
Staff Recommendation: Adopt Resolution 2024-126 approving the plans and specifications and authorizing bidding for the Jamaica Avenue Trunk Storm Sewer Realignment Project.
- R 2025 PM – Jetting/Televising Quote Award
Staff Recommendation: Adopt Resolution 2024-125 awarding the 2025 Pavement Management – Televising and Cleaning Project to the accepted quote supplied by American Environmental in the amount of \$43,612.25 and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.
- S Minor Subdivision and Variance - 9016 Kimbro Avenue South
Staff Recommendation: Adopt Resolution 2024-123 approving the minor subdivision subdividing a 6.45-acre parcel of land (PIN 2302721120005) into one 3.10-acre parcel and one 3.35-acre parcel and a variance to the minimum front width of a new parcel.
- T Glacial Valley Estates 2nd Addition - Plat Correction
Staff Recommendation: Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Glacial Valley Estates 2nd Addition.
- U Summer Valley Plat Correction
Staff Recommendation: Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Summer Valley.

- V Communications Manager
Staff Recommendation: Approve the hiring of Phil Jents as Communication Manager at Grade 21, Step 3 (\$110,094.00) of the Non-represented Pay Plan.
- W Tobacco License - Cottage Grove Vape, LLC
Staff Recommendation: Approve the Tobacco application for Cottage Grove Vape, LLC, located at 8599 West Point Douglas Road Suite 200, Cottage Grove, Minnesota.
- X Local Option Sales Tax Referendum Question
Staff Recommendation: Adopt Resolution 2024-131 approving the modified referendum questions on the November 5, 2024, ballot to impose a local option sales tax for Hamlet Park, Mississippi Dunes Park and River Oaks Golf Course and Event Center.

8 Approve Disbursements

- A Approve Disbursements

9 Public Hearings

10 Bid Awards

11 Regular Agenda

- A Adopt Preliminary Property Tax Levy
Staff Recommendation: Adopt Resolution 2024-127, Adopting the Proposed Preliminary 2024 Property Tax Levy, Collectible in 2025.

12 Council Comments and Requests

13 Workshops - Open to Public

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date 9/4/2024

Department Communications

Agenda Category Presentation

Title Hispanic Heritage Month Proclamation

Staff Recommendation Receive the Hispanic Heritage Month Proclamation.

Budget Implication N/A

Attachments	1. September 2024 Hispanic Heritage Month Proclamation
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PROCLAMATION HONORING HISPANIC HERITAGE MONTH SEPTEMBER 15 — OCTOBER 15, 2024

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

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

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

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

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

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

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim September 15 through October 15, 2024, as:

HISPANIC HERITAGE MONTH

Passed this 4th day of September 2024.

Myron Bailey
Mayor



City Council Action Request

6.B.

Meeting Date 9/4/2024

Department Convention and Visitors Bureau

Agenda Category Presentation

Title Cottage Grove Food Truck Festival and Dowdle Update

Staff Recommendation Receive the Cottage Grove Food Truck Festival and Dowdle update.

Budget Implication N/A

Attachments

1.	Cottage Grove Food Truck Festival Update
2.	Memo - Dowdle Art Unveiling
3.	Dowdle Updates CC 9-4-24



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

FROM: Jaime Mann, Assistant to the City Administrator

DATE: August 30, 2024

RE: Food Truck Festival Update

Discussion

Discover Cottage Grove is well on the way to planning our 2nd Annual Cottage Grove Food Truck Festival. The event will take place at Kingston Park on Saturday, September 14 from 11 a.m. to 7 p.m. Plans for the 2nd annual event are shaping up to be bigger and better than last year.

Food Trucks

The goal this year is to get to about 40 food trucks. At the 2023 event, there were 23 food trucks in attendance. So far this year, there are 28 food trucks that have completed all steps of their paperwork and have paid their entry and license fees. Another 17 food trucks are in various stages of paperwork completion or are just waiting on submitting their payment. It is expected that a few of the pending trucks will drop off the list but there are still other food trucks reaching out to see if there is space available. Below is the list of food trucks that have completed all of their paperwork and paid their fees.

Food Trucks	
Amazing Momo	Paella Depot
Asian Invasion Food Truck	Peppers & Fries
California Dip & Eat	Philicious Phillys
Coffee on Wheels	Pretty Great Cake Shakes
D&D Goodies	Sambusa Samosa
Eggroll Queen	Samurai Teppanyaki
El Mexicano Grill	Shoo-Ga Cane Juice Bar & Eatery
Fire Cream	Sincerely Eats
Grand-Line Donburi	Smith Brothers BBQ
HaDa Foodie	Sw33t Serenity
HomeTown Creamery	Thai Thai Street Food
Hydration Shuttle	Tiger Belly Eats
Inferno Wood Fired Pizza	Yang Yumm
Junebug Carolina Flare	Yum Yum

Sponsorships

The goal this year is to get to \$1,500 in sponsorship to help cover the expense of hosting and promoting the event. This year, sponsors have come out in full force to support the 2nd annual event. While sponsors are still being solicited, there are currently 10 sponsors of the event representing three of the four levels of sponsorship that are available. The current total of sponsorships is at \$9,000 but are expecting this to grow.

Sponsorships	
Fabricator's Choice	Platinum Sponsor
Holcim	Platinum Sponsor
River Oaks Golf Course & Event Center	Platinum Sponsor
SoWashCo Cares	Platinum Sponsor
Tennis Sanitation	Platinum Sponsor
Van Meter	Platinum Sponsor
Cottage Grove Lions	Gold Sponsor
Renewal by Andersen	Gold Sponsor
Gardenworld	Silver Sponsor
Justin Olsen for City Council	Silver Sponsor

Marketplace

This is the first time the CVB is trying to add a vendor marketplace to the Food Truck Festival. The goal this year is to get to have 10-15 vendors participating in the event which will run along the path to the north parking lot at Kingston Park. So far, there are nine vendors in some stage of paperwork completion. Marketing is still underway to attract more vendors.

Entertainment

The CVB is excited to announce the musical lineup for the Food Truck Festival. This year, the headliner will be Hailey James who will perform from 4 to 7 p.m. Also performing on the stage, Basic and Boring will open the day from 11:00 a.m. to 2:30 p.m. During their break at approximately noon, Eric Dowdle will be on stage with the five finalists of the kid's coloring contest presenting them with their medallion. From 2:30 to 3:30 p.m. there is a break in music as we switch performers and Liv McNair will play from 3:30 to 4 p.m. before Hailey James takes the stage.

Discover Cottage Grove Booth

The CVB will be hosting a booth near the north entrance to the parking lot where swag will be handed out. The giveaways will be a combination of items that were purchased this year to support events that the CVB attended along with some remaining items from last year's swag.



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

FROM: Gretchen Larson, Economic Development Director

DATE: August 29, 2024

RE: Dowdle Unveiling Event Updates

Background

At the December 2023 EDA meeting, the board approved an agreement with Dowdle Art Studios to participate in their “Land That I Love” tour for America’s 250th birthday starting in 2026. As a part of the agreement, the city was allowed to select 20 unique people and 50 places and things to include in the folk-art painting to be created by artist Eric Dowdle.

At the January 3, 2024, City Council Workshop, the ideas for unique people and places/things to be included in the painting, as suggested by a staff and commissions survey, were presented to the Council for consideration. In early February the finalized list was sent to the team at Dowdle and work on the painting began. Due to timing of other projects at Dowdle the original unveiling date was postponed from June to September 14, 2024, which is the same day as the Food Truck Festival this year.

Updates

- The unveiling event will take place on September 14, 2024, at the Cottage Grove Middle School. See invite and program outline below.
- As of this report the painting has been completed and is being framed. The puzzles to be sold and the wooden Giclee puzzle for the unveiling event will be completed next week. You may recall that the wooden Giclee puzzle is the part of the unveiling ceremony where Eric will call up to the stage several special guests that will contribute their puzzle piece to the wooden Giclee puzzle and share a brief history of their part in the painting.
- As a part of the marketing efforts a coloring contest for children ages 5 to 11 was created and an insert for the children to color was included in the August edition of the Cottage Grove Reports. See artwork below.

- Puzzles will be for sale after the unveiling event in the lobby of the school until approximately 11:00. After the event at the school, Eric and his team will proceed to the food truck festival where he will be at the Discover Cottage Grove booth for about an hour to visit with folks who may purchase a puzzle there.
- At approximately 12:00 on the music stage at the event he will present the top five finalists of the coloring contest with a city medallion.
- Upon conclusion of the coloring contest presentations the Dowdle team will depart the event.

Recommendation

Receive report.



YOU ARE CORDIALLY INVITED

AS OUR SPECIAL GUEST
to the

Cottage Grove Puzzle
UNVEILING with
ERIC DOWDLE

Saturday, September 14, 2024

Doors open at 8:30 a.m.

Program starts at 9:00 a.m. – 10:30 a.m.

Cottage Grove Middle School
9775 Indian Blvd

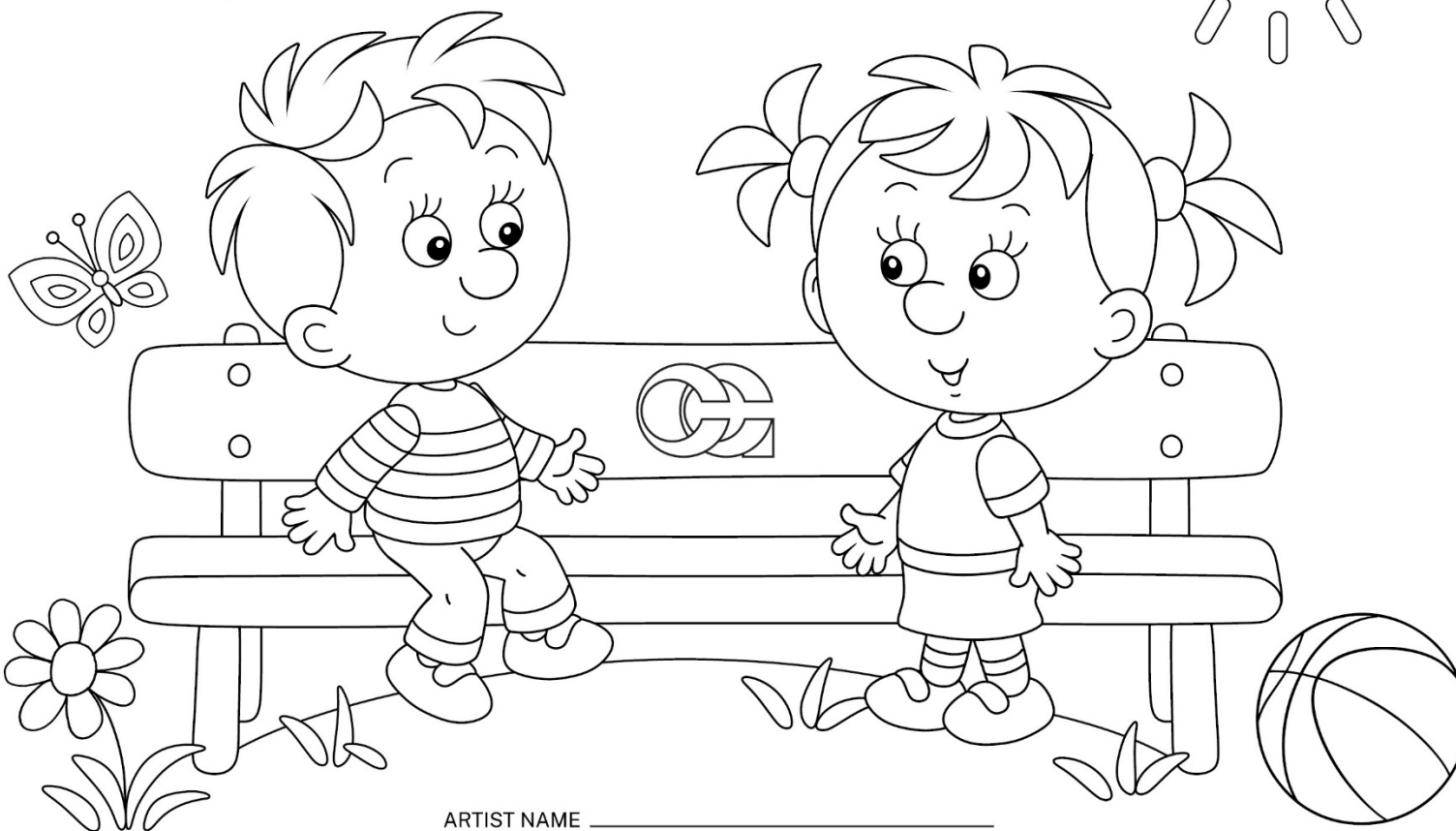
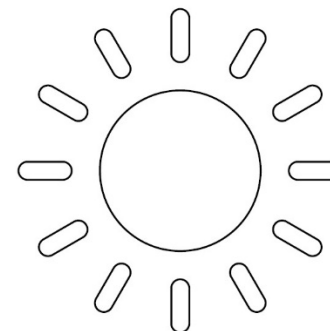


8:00 AM	Press
8:30 AM	Doors open
8:45 AM	Take your seat
9:00 AM	Event begins with opening remarks by Mayor and National Anthem by Park High School band
9:10 AM	Eric Dowdle takes the stage for the official unveiling
9:20 AM	Attendees are called up by Eric to contribute their puzzle piece, with each person or group announced with a brief background
10:00 AM	Mayor concludes the ceremony, directing attendees to locations for purchasing puzzles and taking photos.
10:00 - 11:00 AM:	Puzzle sales, photo opportunities, and puzzle signing with Eric Dowdle

Thank You

We want to express our sincere gratitude for attending the Cottage Grove puzzle unveiling. Your presence and support of our community is greatly appreciated. Thank you, and enjoy!

COTTAGE GROVE MINNESOTA



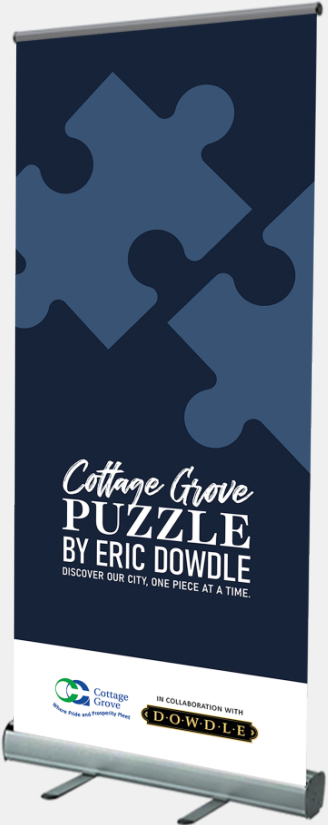
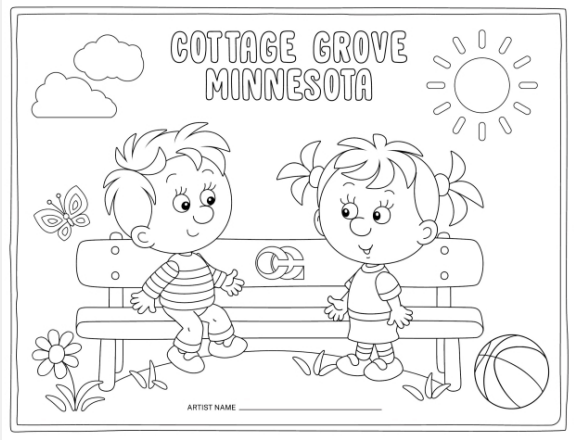
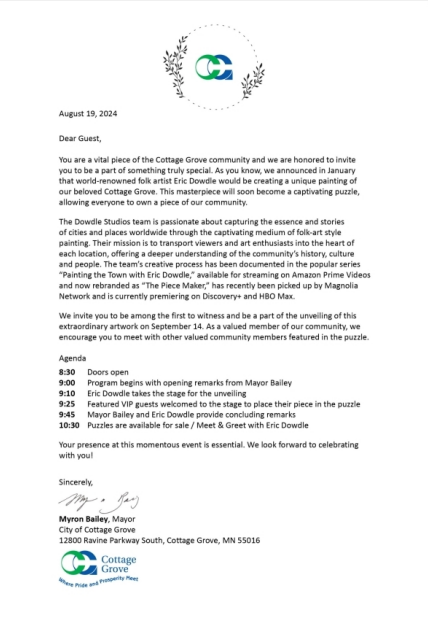
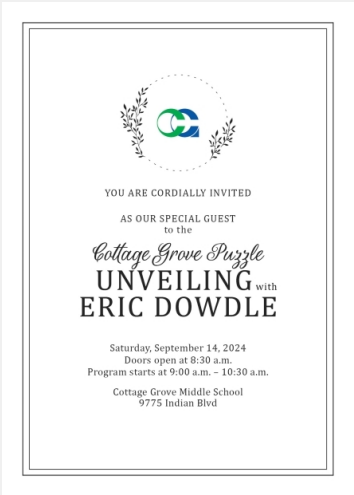
ARTIST NAME _____

Dowdle Unveiling Update

- September 14, doors open at the Cottage Grove Middle School at 8:00 a.m. to VIP and 8:30 a.m. to all guests.
- 15 guests have been selected to speak and place their pieces in the puzzle.
- Puzzles will be for sale after the program ends at CGMS until 11:00.
- Artist Eric Dowdle at Food Truck Festival after unveiling event.
- Coloring Contest: A children's coloring page was included in the August Cottage Grove Reports.
- Eric will present the top 5 finalists of the coloring contest with a city medallion at the festival.
- Coloring Activity: A 7-foot-tall coloring page will be at the Food Truck Festival as an interactive activity for attendees.



Dowdle Unveiling Update





City Council Action Request

7.A.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (7-10-2024)		
Staff Recommendation	Approve the July 10, 2024, Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024-07-10 City Council Special Meeting (Fire Department) Final</td></tr></table>	1.	2024-07-10 City Council Special Meeting (Fire Department) Final
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**COTTAGE GROVE CITY COUNCIL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
SPECIAL MEETING - TRAINING ROOM - 6:00 P.M**

July 10, 2024

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order.

2. ROLL CALL

Jennifer Levitt, City Administrator, called the roll: Council Member Khambata - Not Present; Council Member Olsen-Here; Mayor Bailey-Here; Council Member Thiede-Here; Council Member Garza-Here.

Also present: Jennifer Levitt, City Administrator; Brenda Malinowski, Finance Director; Pete Koerner, Public Safety Director; Jon Pritchard, Fire Chief; Nick Arrigoni, Deputy Fire Chief; Steve Zaccard; Brad Petersen, Public Safety Captain

3. AGENDA

- A. Fire Department – 5-year Strategic Plan
Staff Recommendation: Receive the 5-year Strategic Plan and provide feedback and support.

Koerner started the presentation of the 5-year Strategic Plan highlighting the City Council's support for the Cottage Grove Fire Department and recent achievements and plans for the department. Koerner added the City Council had directed the fire department to create a strategic plan and the plan would involve input from the Fire Leadership Team, Local IAFF 2570, and the Public Services Commission. A council presentation will be held to review and approve the plan before implementation. This plan will be continuously measured, reviewed, and revised. The purpose of the workshop was to receive comment and have further discussion.

Chief Pritchard outlined the department's core functions, including fire suppression, emergency medical services (EMS), community safety education, specialized rescue operations, fostering a positive department culture, firefighter well-being, and responsible financial management. He then presented the department's mission statement:

The Cottage Grove Fire Department proudly serves the community compassionately providing protection of life and property. We do this with honor, professionalism, empathy, and community partnerships.

Councilmember Khambata arrived at 6:16 P.M.

Chief Pritchard continued with the Fire Department's core service areas: fire suppression, emergency medical services (EMS), community risk reduction, and specialized response. For each area, he presented a vision statement:

- **Overall Department Vision:** Become a premier fire department delivering exceptional fire, EMS, specialized response, and community safety services to our community.
- **Fire Suppression:** Employ aggressive, strategic firefighting tactics to achieve optimal outcomes while prioritizing firefighter safety.
- **EMS:** Provide superior pre-hospital care through highly skilled professionals dedicated to patient well-being.
- **Specialized Response:** Develop a versatile department capable of handling a wide range of emergency situations.
- **Community Risk Reduction:** Proactively engage the community in prevention programs to reduce risks and disparities.
- **Workplace Culture:** Foster a diverse, inclusive, and supportive environment that values professional growth and employee well-being.
- **Firefighter Health and Wellness:** Prioritize physical, mental, and emotional health through comprehensive wellness programs.
- **Stewardship:** Utilize resources efficiently, build strong community partnerships, and ensure the department's long-term sustainability.

Pritchard next outlined the Fire Department's core values. These values encompass individual qualities, team dynamics, and community engagement.

- Individual firefighters are expected to demonstrate competence, integrity, ownership, professionalism, and service.
- The department prioritizes collaboration, communication, achieving outcomes, and mutual support.
- In relation to the community, the department values accountability, empathy, partnership, transparency, and trust.
- Finally, the organization is committed to adaptability, excellence, inclusivity, progress, safety, and strategic planning.

Chief Pritchard outlined the Fire Department's strategic goals for 2025-2030:

- Emergency Service Excellence
- Community Risk Reduction and Outreach
- People
- Technology and Innovation
- Growth

Chief Pritchard explained the department will measure success by tracking employee satisfaction, response times, call volume, and community feedback, among other metrics.

Mayor Bailey inquired about the benchmarks used for comparison. Chief Pritchard responded that benchmarks are sourced from various industry standards and organizations.

Deputy Chief Arrigoni presented findings from the 2019 Reliable, Sustainable, and Professional Organizational Study. The study recommended hiring a Deputy Chief and implementing new shift staffing. Arrigoni also shared a graph illustrating the department's call volume from 2017 to 2023 with projections through 2026. The data indicates a steady increase of 5.6% in calls per year. In response to a question about response times, Arrigoni explained that the rising call volume has led to increased out-of-service time for units and a greater reliance on mutual aid assistance.

Councilmember Olsen asked whether full-time Firefighter/EMTs should be considered and should there be a discussion regarding full-time Firefighter/EMT's and the possibility of sending EMT's to school to become Firefighter/Paramedics. Staff said they have been developing a plan to send staff to paramedic training. Koerner shared that the program would be similar to the accelerated police paramedic program. They have been working with Regions Hospital on the possibility of hosting a program. Staff have been working on an agreement.

Arrigoni presented a slide illustrating a steady increase in Out of Service Time for the Fire Department between 2019 and 2023. He noted that Cottage Grove's population has grown by 21.6% since 2010, while EMS services have expanded by 64% from 2019 to 2023.

Councilmember Garza asked for clarification on the definition of out of service time. Arrigoni clarified that it refers to periods when the Fire Department lacks a fully staffed crew at the station.

Councilmember Olsen wanted to know if there is a call volume issue or is the struggle filling shifts. Councilmember Olsen wanted clarification on how the Fire Department is currently filling their shifts. Arrigoni explained the process of filling shifts and as staffing stabilizes, we will have an improvement in shift coverage. Arrigoni responded that the call volume has increased because of Cottage Groves aging population with an increase of 3.5% from 2010 to 2020 and people over 50 account for 61% of EMS calls, Cottage Groves aging infrastructure and the non-Cottage Grove call volumes have grown exponentially. Arrigoni presented a slide showing the Council the EMS service area which includes St Paul Park, Newport, and Grey Cloud. Island.

Mayor Bailey asked how much revenue other communities receive in one-time public safety aid. Koerner shared the numbers from the State of Minnesota webpage.

Arrigoni presented the part-time firefighter survey stating the first question on the survey was, "are you supportive of the dissolution and payout offer". Arrigoni added 19

members voted yes and 6 members voted no. Next members were asked to rank the following in order of importance:

- Higher hourly pay
- Experience pay (higher rate for every 5 years of service)
- Bonus pay for every quarter in good standing
- Emergency shift-pick up bonus
- Reduced hourly requirements/no all-call quota
- Part-time to full-time opportunity training
- Contributions to employee benefits
- Professional development and training opportunities

Arrigoni presented a part-time stabilization plan that included:

- Part-time listening sessions and surveys in 2023
- Increased pay to match highest wages in Twin Cities Metro
- Coordinated PERA plan with three-year vestment (vs. five-year vestment)
- Decreased hour requirements to the lowest level to maintain basic competence and department coverage
- Decrease training requirements to lowest level to maintain basic competence and to maintain fire and EMS certifications
- Flexible training opportunities
- Increased access to training, uniforms, and equipment
- Flexible scheduling
- Bonuses for exceeding call-back requirements (up to \$1,000 per year)

Council had a discussion on the completion of the stabilization plan first (FY 2024-FY2026) and outlined the following as currently in the budget:

- Use one-time public safety aid for sending two employees to paramedic school.
- Use one-time public safety hiring one additional Deputy Fire Chief.

Chief Arrigoni expressed the difficulties the Fire Department is facing trying to hire part-time firefighters. Arrigoni added there is heavy competition from other fire departments that do not have the same job requirements for candidates. Solutions could include:

- Posting job opportunities online
- Offering ride-along programs
- Recruitment at local colleges job fairs
- Provide pathways for part-time firefighters to move into full-time roles

Next, Arrigoni explained the barriers to full-time hiring which included:

- Large differences in pay compared to other communities
- Staffing level
- Difficulty attracting good candidates
- Lack of support for part-time firefighters becoming full-time

Arrigoni offered the following solutions:

Phase 1

- Hire current part-time Firefighter/EMTs and train to be paramedics
- Offer better opportunities for part-time firefighters to be promoted to full-time
- Labor contract - pay parity
- Continue and expand wellness initiatives that include specialty assignment opportunities and training opportunities

Phase 2

- Increase on-shift staffing
- Define and provide service options to meet the communities needs
- Population based formula to plan for future needs (Cottage Grove population only)

Phase 3:

- Forecasting for future additions
- Maintain levels of service
- Address shift-based staffing optimization long-term
- Increase awareness of the community characteristic changes

Chief Arrigoni next discussed the Fleet Replacement Plan with an overview of the current equipment and what each piece is used for. Arrigoni added that adjusting the fleets equipment size has allowed for better apparatus utilization. Arrigoni presented the current fleet replacement schedule to the Council. This schedule includes Engine Tender 3, Brush 2/UTV 1, Ladder 2, Engine 4, and Ladder 2. Arrigoni included that truck prices and lead time for replacement have increased significantly and the Fire Department would like a replacement schedule at 15-20 years.

Councilmember Thiede requested justification for the equipment on the replacement plan. Council discussed the significance of replacing equipment at 15-20 years versus 25 years. Fire will review the replacement plan and update justification and a cost analysis.

Administrator Levitt introduced the Station 4 evaluation stating Station 4 is located at Jamaica Avenue and 95th Street. It was built in 1994 and is an essential response

station for previous paid on-call firefighters. Levitt added with the transition to shift-based staffing, the need for this response station is diminishing. Currently Station 4 is used to hold reserve equipment and apparatuses and no responders utilize Station 4. Annual maintenance of Station 4 is \$30,545 and as the building ages it will require more costly repairs and maintenance. In addition, this station would require significant costs to convert to a location for overnight staff and the location is not optimal for future growth. Levitt continued this makes Station 4 a great economic redevelopment opportunity and is recommending a Standards of Cover study to be conducted by an external party. If the study supports the sale of the station and/or land funds gained by the sale could possibly be used to support funding the Central Fire Station Apparatus Bay Addition and/or to allow for more on-shift staffing.

Councilmember Khambata asked if other departments had more need for space. Khambata added he is in favor of selling Station 4 if the city is forward thinking and strategic. Pritchard and Koerner added this would be part of the Standards of Cover Study.

Mayor Bailey asked if staff felt there is a need for an emergency boat. Pritchard did discuss water rescue plans and future needs. Pritchard indicated that we would pursue grant opportunities as well. Some of the needs can currently be absorbed in the budget.

Councilmember Olsen expressed concern regarding the EMS fund. Olsen wants to see what the fund can handle and requested more information from the finance department. Olsen would like to see a transparent dialogue on PSA and feels the response time would decrease with a smaller PSA. Koerner and Malinoski said they would put together numbers for the Council on the EMS fund. Olsen requested representation from the Fire Department at community events. Koerner acknowledged community engagement as being a priority and would increase as staffing is stabilized.

4. ADJOURNMENT

Motion by Council Member Olsen and seconded by Council Member Thiede. The meeting was adjourned at 9:05 p.m.

Minutes prepared by Tamara Anderson, City Clerk.



City Council Action Request

7.B.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting (7-24-2024)		
Staff Recommendation	Approve the July 24, 2024, Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024-07-24 City Council Special Meeting</td></tr></table>	1.	2024-07-24 City Council Special Meeting
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**COTTAGE GROVE CITY COUNCIL
2024
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
SPECIAL MEETING - TRAINING ROOM - 5:30 P.M**

July 24,

1. CALL TO ORDER

Mayor Bailey called the Special Meeting for the budget discussion to order and said I'll turn it over to Jennifer to get us started tonight.

2. AGENDA

A. 2025 BUDGET WORKSHOP

Staff Recommendation: Provide staff with feedback and direction regarding the 2025 Budget and Property Tax Levy.

City Administrator Jennifer Levitt stated we are excited to be here tonight because obviously, as you know, it's hundreds of hours that we put in, preparing the documents that are before you.

Council Member Garza, I know it's your first time, so we will step through some things a little bit in more detail and pause to make sure we get your questions answered. Council Member Garza said thank you.

Now, I'm old school, so I like mine in paper, but just so you know, all of the detailed sheets that you have that were sent out to you we'll be referencing them on the slides as we go.

As I mentioned, this amounts to hundreds of hours in staff time to actually prepare the documents that are before you, which are our living and breathing documents that we use all year long. Brenda holds us accountable for all of our expenditures and then prods us if our revenues are a little low.

Jennifer stated so tonight we'll be going over the budget overview; this is where Brenda is going to tell you how things are tracking when we see all of our funds, where our tax rate is at, where our levy and our projected impacts are for our properties. Community Development will touch on where our growth is at, where our projections are, and where we're looking at revenue. Then we'll turn to Parks, and since Parks and Public Works both involve equipment, and maybe Parks doesn't want to stay around all evening, we decided to throw the Equipment right in between. So, we will be touching on Equipment, and Dave can dive into all of the details related to the staff memos related to the equipment stuff. So, don't worry, they are prepared.

As I mentioned, hundreds of hours go into this document, but really we started back at our Strategic Planning Workshop in January, as you set the tone and the priorities for what we wanted to look at this year and into the future. We talked a lot about thinking upstream when we were at the Strategic Plan meeting; you've seen some of that

upstream thinking as you've heard both the Public Safety's and Fire Department's Strategic Plans as we're looking ahead, as we're projecting. You also gave us direction to start to look at how things could be done differently, not just to accept the status quo. So, staff took that direction that you gave us on May 1, to look under every rock, evaluate what we're doing, how we're doing it, why we're doing it, to see if there's efficiencies. So, tonight, you'll hear the different departments talk about those efficiencies and things that they've been able to glean and prepare for you in regards to the financial impacts.

Once we had that kickoff with Council, everything in green the staff inputted, all the numbers that you see in those tracking sheets. Brenda and I go through and try to balance the budget; actually, Brenda does 99% of the work, I just give the answers every now and then. So, tonight is our first of two workshops. I do want to draw your attention to the August 28 workshop; the problem is the way the calendar and the budget cycle is hitting with Washington County's numbers, we may need to meet on August 28, depending on if there's a big shift in their numbers compared to ours and what assumptions we make. We will be adopting the preliminary levy on September 4; now that we know two Council Members will be gone on September 18, we're definitely not adopting the budget on September 18, so we'll have to do that September 4. So, we may need that August 28 budget meeting. Really, the day that we all are looking forward to is December 4, as we adopt that final preliminary levy.

When we look at our Strategic Vision, we spent time at our Strategic Planning meeting really talking about our Mission Statement and revised it to ensure that we're promoting community pride and create a high quality of life by providing excellent delivery of public service to residents and businesses. I hope what you see in this budget is just that, that we're delivering that service, that level of expertise, that customer service that our residents and businesses expect from us. We also focus a lot on enhancing that quality of life for our residents; you're going to see that anywhere from Public Safety, to Parks and Rec, to the infrastructure in the clean water that we provide, trying to create that thriving business environment so that businesses want to locate in Cottage Grove and we continue to build that tax base from the bottom end up. Obviously, you told us back in May what is our number one priority, and that's to be able to retain our employees, be an employer of choice, and be able to recruit talent to be able to serve our community. So, you'll see that in our budget numbers tonight.

Now, what does the future hold? This is where I kind of look at that crystal ball and ask well, what does it really hold? Some of you can probably understand we're looking at a lot of economic uncertainty. I would not apply that to the third bullet, related to the presidential election; we always know that the economy kind of stalls and is a little stagnated as we look at what's going to happen going into the next presidential election. So, you may see that stagnation in Q4 or Q1 of the following year. So, until things stabilize, that could also play into our interest rates and what we can see in regards to that. We also know that we're still facing that strong labor rate pressure; so, our hourly rate that we're seeing is still a huge pressure, and we're not going to see that necessarily diminish going into 2025 and 2026.

One good thing that Emily will talk about is we do have consistent growth on the residential side of things, so that lot inventory is going to be a consistent revenue source

for us going forward and continuing to build that tax base. But just as we remind ourselves when we build that new house, we don't see the full effect of that tax benefit for two years; so, it may be great that we're getting lots of houses in the ground, but we're not going to see or really feel that effect for about two years.

One thing, too, is when we look at where we're going, we're always cautiously optimistic with positive assumptions; so we're trying to be glass half full, but staff can tell you the one thing I always preach all the time is reducing risk and liability. So, as we make the budget, we don't want to be too risky in our assumptions, so we'll show you where we've been conservative, and we can tell you where we've taken some of the conservative factor out to reduce that level of conservativeness. So, you can decide and give us direction if we've been overly conservative or not conservative enough.

As we talk about a lot of this, and looking at future projections, we want an organization that has things really in sync. It doesn't matter what part of our organization we are in, we need to still have the ability to see and ensuring that we're preparing for the future. So, you've heard a lot of that on the Public Safety side, but you'll start to hear some of that even tonight, through our different departments that will be presenting. As I mentioned, we're really challenging everybody to be thinking upstream and not just accepting the things that are coming downstream. What can we do upstream? So, tonight you'll hear a big one, as Ryan talks about trees. You may think how in the world does a boulevard tree actually matter to our budget? It actually has a huge impact, so we need to think upstream, how are we going to prevent maybe those expenditures downstream. You received the memo earlier this week about that.

Budget Overview: In the big scale of things, we're looking at \$56M, \$27.1M from the General Fund. We have \$2.6M in replacement for capital, so, all of our rolling stock; that's a lot, in regards to that, we're looking at 5 fulltime positions that we will be adding, and then we have 3 parttime positions. So, the departments today will go over most of those positions. Strategies: One of the big things is we're continuing to look at the FMP, that's really going to guide our future in regards to our decisions. Brenda is going to show you some of the tales of decisions that we're making because, right now, I'm a little concerned about where the 2026 budget is shoring up; the numbers are a little higher than we had estimated and anticipated. So, I want you to be able to see that, and she'll be able to talk about some of the changes that we've used that will affect the FMP. We know our labor agreements are really one of those wild cards for us right now. We're looking at 2025 and 2026 contract years for those, so we're trying to anticipate that.

As part of that \$2.6M for Equipment Replacement, we are proposing \$1.9M in Equipment Certificates. Council, we planned to use Equipment Certificates, we made that shift in our mentality a few years ago, but I'll tell you, what is the main way that we've always balanced the budget? Unfortunately, we've been balancing the budget a lot of times by putting off equipment purchases, and we're kind of getting to that point where we can't push off equipment any longer. So, that is why we are utilizing Equipment Certificates.

We're still using that onetime Public Safety Fund. The other thing, too, is on the IT Fund, you know we're going to take about 2.5 years to crawl out of that hole from our

Internal Service Funds, and we still have a lot of capital, nearly \$200K in capital; so, that's something that we still have to be really cognizant of as we move forward of what those Internal Service Funds are doing.

The one that's really concerning for me is our Municipal Building Fund; I'm not telling you to solve this problem this year, but I think it has to be in your mindset: What are we going to be doing for the long-term maintenance of our facilities? We increased the amount of money that we were levying for municipal buildings, but unfortunately I don't think it's going to be to the level that we need. We moved into this building in 2012, and we need to start thinking about some of those other investments. There are a lot of things, from garage floors, ceilings, and this and that, that cost money. I don't think we can solve this year, but I think on the horizon we need to be really thinking about how we invest in the Municipal Building Fund to be able to better manage our expenditures for our building maintenance in the future.

One good news is we have \$400K in unspent bond proceeds from the Glacial Valley Park Building as we didn't use the contingencies for that. Because of that, we'll actually be able to buy down some of the debt related to that, so that is a savings that was able to be implemented into the budget.

So, we're cautiously optimistic but we're positive with our assumptions of where we're going. You're going to see from Emily where our Building Permit Revenue is, we're projecting the same as 2024. Also, we're seeing that 2.4% increase in revenues, not including property taxes, and Intergovernmental Revenues. It's interesting because we're actually seeing in Washington County the property values for residential homes went down almost 2.5%, and in some areas, it was as great as 3%. And so you're going to start to see that shift in the tax burden, kind of shift back a little bit more to commercial, and you saw that reduction in residential in our commodities.

All of the staff, when they prepared their budget, they had to hold their commodities at 3%; so, just so you know, that's where the commodities and supplies lie in regards to that, as well as contractual services. Then, our Internal Service Funds, which Brenda will touch more on, had to have those increases between 9%-13%. As I mentioned, we're still anticipating strong investment in our Equipment Replacement.

But as we talk about risk management, we still are holding the actual budget contingency of \$275 for the FMP in your budget. Also, we're hitting your Fund Balance Policy at 50.7% of our 2026 budget. So, those are all really good things.

Accomplishments:

- We've been able to maintain our Fund Balances, which has been great.
- At the last EDA Meeting, we were actually able to establish a preliminary levy for the first time with the HRA, which is obviously huge because that will give us more transparency with the taxpayers with the investment we want to make in affordable housing and redevelopment activities in the community. So, you're going to see that \$137K shift out of the General Levy in regards to that.
- We want to maintain that Employer of Choice as one of our distinctions. We don't want to be like other communities that are struggling for Public Safety personnel, that can't fill their roster for patrol. We don't want to be those cities that are struggling to put plow drivers in trucks. It's important for us to still deliver our level of service to our residents; so, that's part of being an Employer of Choice.

- I hope today you see that we are trying to be good financial stewards of the resources that you all decide on and then every taxpayer pays, that you see what's in the mindset in the room tonight and next week, that we're doing that with a very fiscally conservative mindset in how we do and prepare our budget.
- Hopefully, at the end, you'll see that we are still committed to that exceptional level of service across the organization.

Administrator Levitt stated so, that is my lead in, and now Brenda is going to start with the numbers.

Brenda stated this slide will look familiar, it's the same slide that Rebecca from Redpath showed to us when she was here in June doing our 2023 Annual Financial statements.

The things that I look at on this are:

Property Taxes of 20,000-100,000 Population: Others are \$557, compared to us at \$492. Intergovernmental Revenues: Other communities are \$202, we're at \$679. The reason for that are the MPCA Settlement Funds that are coming in; some of these are being used for capital projects and operate our water system, so that skews that number. Charges for Services: Are higher because first, we're a growing community and so we have an increase in that number for the charges to developers; but we also have the ice arena and the golf course, and not every other community in that study has that. So, we look very favorable when we look at the rise in that. Expenditures: We look very favorable again in each category. In Public Works, we're higher there, but \$30 of our \$141 is for the MPCA Settlement, so, that is skewing that number. Otherwise, we're right in line there. Culture and Recreation: We're higher, and that's a good thing that we spend it on culture and recreation. One of the reasons for that is because we have an ice arena and a golf course, and not every community has that. Capital Outlays: Of course we're higher, as we're building, using water settlement funds there, so that's skewing that number, too. Debt Service: We're lower, so \$144 across the State in that population range, compared to ours; those are 2021 numbers and ours are 2022. FMP: We prepared the FMP at the beginning of 2023; we used this for the first-time last year when we did our 2024 budget, and so we are utilizing it again. As we do the 2025-2026 budget with the FMP, one of the targets was the median home at a \$100 per year except for the 1st year; we said we needed \$110 for 2024, and we ended up at \$78. Right now, for 2025, we're at \$108; that is based on conservative numbers in our Tax Capacity. So, when we get our final numbers from Washington County, I would think that that might cut down a little bit. We've got TIF District 1-12 that is being decertified for the 2025 budget, and so we just wanted to make sure that we know the effects of that, so that's a conservative number in there. In 2026, it goes up; we've got a 16% levy increase right now for 2026. We have capped some expenditures that are in there related to Operating Expenses that we're not sure of, and then also, as we issue those Equipment Certificates for heavy equipment that we're purchasing in 2025, that's going on that Debt Levy for 2026. We'll continue to watch that.

Fund Overview

Because we have some newer Council Members here, we thought it would be a good idea to discuss the different things that we do as a City. We have different funds that we use to budget: Governmental Funds and Proprietary Funds.

Governmental Funds: Are basically used for things that are tax supported, especially that General Fund. So, I call that General Fund our Chief Operating Budget here in the City; we use it for our Police and Fire Services, Fire Services, Street Services, Snowplowing Services, and Parks and Recreation Services. Things that when we provide those services, we're not giving a bill to the taxpayer. So, we need to generate the revenues to provide those services, somehow and we do that through Property Tax. Special Revenue Funds: Especially like our ice arena, our forfeiture account, our golf course, we want to track the revenue and expenditures from these services, but we're keeping them in the same fund so that we can see how those funds are doing across time. Proprietary Funds: Those are some of our businesslike activities, you might find those in private sectors. In some cities or some states, you might find water utilities that are privately owned and operated. So, that's why we have our Proprietary Funds; we want to cover not only the costs of providing the service, but we want to recover some of the depreciation, so that when we have to replace some of our capital equipment in the future, we have those funds available to do that. Internal Service Funds: Those are just allocations of shared costs throughout the organization. City departments, whether it's Public Works, Parks and Recreation, or Police and Fire, we're providing those services to them. Each department is not soliciting pricing for fuel, equipment repair, and insurance; we are better together, in aggregate, to get a better price. So, we have those funds to manage those large contracts. Personnel costs in the Internal Service are allocated to the Enterprise Funds and the General Fund. If we placed all these personnel costs in just the General Fund, we would not be allocating this cost to our Enterprise Funds.

General Fund - Chief Operating Budget for 2025

This pie chart we looked at in December for the 2024 Budget is pretty much the same for 2025: 69% of our costs are personnel, commodities are 6%, and contractual is 24%.

Revenue

As we talk about the General Fund being the Chief Operating Budget, we generate the revenue to fund those services through property taxes. The property tax portion of the revenue is very similar to the 2024 Budget, at 75.59%. Licenses and Permits: Since we are a growing community, licenses and permits are 8.72%, Transfers: We have a small portion of transfers in from that Enterprise Fund to pay for the cost of generating payroll for those Enterprise Funds and that was for administrative-type activities.

Cash Balances: Council, you have a multi-colored spreadsheet with the cash balances for the last three years. This is just a graphical representation; for the last three years, our General Fund balance looks like it increased a lot in 2023, which it did, but \$1.7M is the onetime Public Safety money that we received in December that we'll be utilizing in the next three years. Special Revenue Funds: Cash balances are increasing. Capital Project Funds: Cash in these funds fluctuate from year to year, as we accumulate cash for capital projects and then utilize that cash for capital projects. Closed Debt Cash Balance: As part of the FMP, we look for opportunities to fund some of our capital expenses and our operating expenses for the next ten years, and we have opportunities in some of our funds to do that. One of the ways that we identify those opportunities are

through this Closed Debt Fund, and there is \$2.3M in the Close Debt Fund right now to utilize that in future budgets to have our Debt Levy lowered each year so that our taxpayers will take advantage of that. We are doing that through 2032 where we're showing that that's going all the way down to zero.

Fund Balance Policy

I just want to touch on that. At the end of the year, we want to be between 45%-to-55% of our next year's budget, and so we're doing that. If we're above that range, then we can do transfers out of the General Fund to other funds. Per our fund balance policy, these transfers are sent to the Closed Debt Fund, Equipment Replacement Fund, Pavement Management Fund, and our Municipal Building Fund. Therefore if there is a budget surpluses at the end of the year, those funds receive cash per our Fund Balance Policy.

Council Member Thiede stated so that pretty much will not go into the Closed Debt Fund because you really haven't approximated or estimated what that's going into.

Council Member Olsen stated yeah, that's just debits; there are no credits included in that.

Brenda stated that is correct, although I caution that in 2022, we were unable to transfer anything to Closed Debt; at the end of 2023, it was a very small amount that we were able to, as we recovered in our budget cycle with the downturn in the Building Permits. So, I would think that that would be different as we end the year this year, but the last two years we have not been able to really increase that balance.

Council Member Olsen asked Brenda or Jennifer to explain for Council Member Garza how that Closed Debt works because it can be a little bit complicated.

Brenda replied yes, absolutely. The Closed Debt Fund receives inflows into the fund from the Fund Balance Policy for the General Fund. That is one way that funds are accumulated funds in there. Another way is at the end of a debt issuance; so, after we pay that final payment on that debt, there may be funds left in that Debt Service Fund, and we will transfer it here. Sometimes at the end of our debt, it might have a small deficit; instead of increasing the levy to pay that extra \$100K needed to make that final bond payment, we'll transfer it out of here over to that Debt Service Fund to make that payment. So, it goes both ways, and that's how we accumulate cash in there until we need it, and we can get interest paid on it.

Council Member Olsen stated yes, this is a very important fund.

Council Member Garza stated it seems like it's a holding place or a savings account, pretty much, to use, too.

Council Member Olsen stated well, some funds have statutory limitations on what they can and cannot be used for; Closed Debt gives the staff a little additional flexibility on how we can utilize those funds. So, as Brenda explained, when we have a debt issuance and we finish that off, our staff is really good at sort of navigating through that, so they budget very conservatively. So, sometimes we'll have a little left over in the pot, and it'll go in here for later use. Council Member Garza stated thank you.

Council Member Khambata stated pretty much whenever we budget and we don't end up needing the contingencies, that's where it ends up.

Debt Issuance

Brenda said so we're going to be bringing the CIP to you in a workshop, the first meeting in August. In that CIP, there's a preview of our debt issuance for the next 2 years: We're just under \$10M for the Pavement Management budget, the Equipment Certificates that we talked about, and we are building a water tower that we're going to need to bond for. The Golf Course irrigation project that was completed in the spring of 2024 was funded with an Interfund Loan with it through the EDA, with the understanding that we would be doing Equipment Certificates for that in 2025. In 2026 there will be \$9.7M in issued bonds which will include Pavement Management again, Equipment Certificates, and the Street Reconstruction and Overlay project. In addition, bonds will need to be issued for the Oltman ballfields, in order to utilize the grant of \$350K before it expires. Some of the issued debt will impact the property tax levy, but some of it doesn't impact the levy at all. For example, the industrial water tower or the golf course irrigation project, as the debt service payments for those projects will be paid by future area fund revenues and golf course revenue.

Council Member Olsen asked what is our current payoff schedule on the Ice Arena debt; are we going to get into that later? Brenda replied we are, and I will look it up; I thought it was 2027, but I will verify that.

Property Tax Levy Details

Brenda reviewed the property tax levy. Equipment Levy: As part of the FMP process, it was determined that instead of transferring funds from the General Fund to the Equipment Replacement Fund, it was more transparent to have a separate Equipment Replacement Levy. A \$1.7M equipment replacement levy is needed each year to fund the equipment that has been identified to be replaced in the next ten years. This levy is proposed to be \$700,000 in 2026, that is part of the reason that we have that large levy increase in 2026. Park Capital Levies: A park capital fund levy will begin in 2026 at \$190,000. Currently, we have our Parks Capital Improvement Fund that funds park improvement projects, and it's funded right now with antenna revenue. Due to the number of parks in the city and the amounts that are needed to fund those improvements, additional revenues are needed. HRA Levy: This is the first year of the HRA Levy.

We look at not only a median home, we talked about that at \$108, but we also look at four sample properties, and these are the impacts of the 2025, based on the budget, in the property tax levy in front of you. The average is \$149. I would point out that Property #4 has gone over that \$500K. Therefore, due to the market value exclusion credit and the tax capacity formula, it increases higher than our residential median home.

Council Member Thiede stated all those properties there are actually higher than our percent increase in the property tax.

City Tax Rate: The City Tax Rate is calculated by dividing the Property Tax Levy by the Tax Capacity.

Our City Tax Rate with the proposed Property Tax levy, is currently at 38.136%. The tax rate falls between the 2018 and 2019 tax rates. If we compare 2025 proposed city taxes on the median home to 2024 city taxes for other communities in Washington

Count, Cottage Grove will continue to pay the 2nd lowest property taxes in the County for the median home.

Council Member Olsen stated what's interesting is, and I bring this up all the time, but we're second lowest, and the lowest, St. Paul Park, is buoyed by tons of Local Government Aid (LGA) that we don't get, and they get a free gift from the State. But for that LGA, we would be the lowest in the County, right?

Brenda replied we would be, yes.

Council Member Thiede stated so we're right now showing a preliminary that's double of Woodbury, so we're probably switching spots. Mayor Bailey stated no, we won't. Council Member Olsen stated no, because the percent is larger, but the dollars are less. Council Member Thiede stated well, 12% and they're talking about 5% to 8%. Mayor Bailey said, yes, but look at where they're at already. Brenda said we must look at the city property taxes,

Council Member Olsen stated we must look at their dollars and their Tax Capacity.

Brenda said right now, in 2024, Woodbury pays \$1,297 on that median home; so, even if they go up and we go up \$108, we would still be lower since the median home will pay \$1,288 in city property taxes. Council Member Thiede said okay.

Brenda said this slide is growing communities of over 40,000. We could jump in front of Maple Grove on this slide if Maple Grove has the same Tax Capacity and a 0% levy, but we wouldn't expect that, so it still looks favorable.

Council Member Thiede stated so, go back. In Cottage Grove our median is \$362,200, Woodbury is \$469,900; so, if we have the same, and we don't know what kind of square footage that is, house wise. So, probably in the same square-footage house, in Woodbury, you'd be paying less tax than Cottage Grove.

Brenda replied what I think it means is that I can buy a better value house in Cottage Grove and pay less in taxes; a median home in Woodbury is \$469,000 for 2024, in Cottage Grove, our median home is \$362,000.

Council Member Thiede stated so, when we say median, that's the median of value, not necessarily the size of the house. Brenda stated that's correct, median value. Council Member Thiede stated so, if I was coming down to look at a 2,500 square-foot house in Cottage Grove, compare that to the 2,500 square-foot house in Woodbury.

Council Member Olsen stated you'd pay less. Council Member Thiede said I'd pay less in Woodbury? Council Member Olsen said, no, you would pay less in Cottage Grove.

Council Member Thiede stated I'd like to see those calculations if we can find them. Brenda replied we will work on that, yes, of course we'll do that.

Mayor Bailey stated it's good you bring that up because even the value of homes in Woodbury, with their Tax Capacity, that's why you're seeing a lot of Woodbury residents now living in Cottage Grove, because they're getting the same or better house in Cottage Grove for less of a price and less taxes.

Council Member Thiede stated well, that's what I see in Cottage Grove.

Mayor Bailey stated well, that's not changed. Council Member Olsen stated my house in Cottage Grove is bigger than my sister's house in Woodbury, and she pays about \$350 more a year in taxes than I do.

Brenda asked if there were any other questions for her.

Council Member Olsen asked on this slide about basically metro wide, which I know you got from the League of Minnesota Cities, because I look at it all the time, too; Shakopee, which is the fastest-growing community in the Twin Cities, gets a ton of fiscal disparity that we don't get. Can you maybe explain in a rudimentary fashion, for somebody who might not know what means, why that matters?

Brenda replied fiscal disparity is trying to level the field for commercial and industrial growth communities throughout the metro.

Council Member Olsen stated if you think about Shakopee, they've got Canterbury Park, which is a whole lot of land that's dedicated to their horseracing and all that kind of stuff. So, what the State does is they supplement them for having a lot of their square footage dedicated to facilities like that, and that's where the fiscal disparities come in because they can't use that space for what we use our space for, which would be in our Business Park, for example. So, it's seen as a benefit, as a state benefit, and they also have a rural component and rural tax rates, and urban tax rates are different. Even though they are growing leaps and bounds, and they have a lot of cool stuff going on, they don't have to pay as much in property tax as these other communities who don't get these fiscal disparities.

Brenda stated and you'll see a shift in fiscal disparity in probably a couple years. The West Metro last year had a big shift, and they were super concerned about their fiscal disparity calculations; we may see that here in a couple years.

Council Member Olsen stated so, Mayor Tabke, who's now a State Representative, is somebody whom Myron and I know, he talks about that a lot, how that's a real advantage for that community; but the party's not going to last forever, it just isn't, so, at some point, they're going to have to pay their dues.

Brenda stated if there aren't any other questions for me, I'm going to turn it over to Emily.

Community Development

Emily stated I always get excited when I get to give an overview of the Community Development department and what we do. We're unique in that we get all phases; so, we start long-range planning, we think 10 years ahead, right? And then we deal with our development, the immediate Zoning Code, and we're hands on in all that development that's happening out there. We navigate the building permit process and then the building inspection process. In addition to that, we're even navigating through the build environment for our property maintenance, rental inspection, and our rental license program as well. So, we're navigating enforcement programs for our rental licenses, we get the full gamut. I'm always very proud to talk about our department and the diversity that we have and all the parts of the growth in this community that we touch along the way.

2024 Accomplishments:

- Sign Code: I'm sure it's still fresh in all your brains. I'm very proud as our planners worked hard from a legal standpoint; for those of you who have any questions about the Sign Code, please stop by and we'll be more than happy to take them.

- Residential Development: Continues to stay strong; residential growth with the new home permits in 2023 was 249 lots, and we'll talk more about how that compares to where we're at today, in 2024.

- Industrial & Commercial Development: Again, steady through 2023, and we're looking out to 2025 goals. Goals:

- When I came back to the City about 5 years ago, there was some land actually available on the north side of the City and we're full. So, we're taking this opportunity to think longer term, upstream thinking, as Jennifer's always telling me that, let's think ahead. This is our opportunity: So, we're thinking ahead to 2025, working through that Housing Study to understand better what this community can afford, and then, of course, our small area space that we're navigating at that future 100th Street and Innovation; again, helping us to look ahead and understand where we can start to plan for that future growth.

- Continuing to find ways to educate the community. I think that correlates directly with our calls for service, which our department wholeheartedly takes seriously every day when we come into work. Helping folks understand our standards and our ordinances, the building codes, our property maintenance codes, helping them understand what the standards are. Of course, in turn, it will make our jobs just a little bit easier, and in the end, it'll be way more efficient.

- So, when we were looking at our crystal ball, we take a lot of things into consideration. One of those is how full and diverse is our housing stock. As you can see, the community is diverse; we had a little lull there where we didn't see a lot of multifamily housing, but we've seen that over the last 10 years. Population growth, of course, correlates to the homes, and obviously, our population continues to grow. In 2023, between the 2020 and 2030 projections, we're already trending high in that population growth number.

Total and Vacant Lots: For the same time, 2023 and 2024, it's just fun to note with the grand total at the end, we're staying quite consistent; of course, that's over a 12-month period. There was a time where there was a lull in 2022, coming into 2023, and we got a little bit nervous, to be quite honest, but we're feeling much more comfortable with where those numbers are and those lots that continue to be built.

Now, thinking 2025, thinking about developments that are still knocking on our door: Graymont Village, the final phase of that development will come to fruition by June. You'll see coming to your table in the coming months Mississippi Landing, one of the projects that we'll start to see in 2025, and Summer Valley, which will be on the north side of town. So, 581 total lots, if you look at the map, heading into 2025. Council should feel much more comfortable because we're going to stay on that trend.

Then, of course, multifamily; again, we're hopeful to see more of our projects start here in 2024, and of course to have those projects completed, and then Rohrs over on East Point Douglas that we're hopeful to see begin in 2025.

Building Permits: In addition to lot inventory, of course we look at building permits to date, and this is a great indicator of that, too: 247 to date, a year ago it was 391. So, as you think halfway through the year, we're awfully darn close to that total number.

Diving a little bit deeper into those building permits, I separated them out. Of course, we look at new homes and all the other permits that we get, commercial, etc. We do split out the homes because that valuation is typically higher, so when we look long term, we take that into consideration.

Again, as you can see, we're halfway through the year and look at that middle block, that was all of 2023. So, we're trending right in line with where we were last year. The same with valuation, this middle line again is 2023 valuation, this green line on the end is where we are right now in 2024; again, this is helping us feel more comfortable about the next year to come and we will continue to stay consistent with this.

I will not take credit for this spreadsheet, this is all done by Finance; however, it is in front of you in case you want to look at it in any more detail. I took a snapshot because we did, like I said, in 2022-2023, we said well, we need to be a little bit more conservative when we think about 2024. So, we took a step back and reduced about 6% for 2024-2025, even thinking of potentially 2026. However, with everything that we've seen in all of our data, taking note that we're feeling more confident that we can put that 6% back into our projections for the valuation and our revenue. Noting that we did perhaps recognize that commercial might reduce, but we also know the School District is planning their projects starting in 2025, extending into 2026. So, in 2025, we added in that permit valuation for Park High School and Oltman Middle School projects.

Community Development Department Overview: I'll remind you that we added a fulltime building inspector in 2022, but we held that position out of the budget for the last almost year and a half; so, we're simply looking to add it back in. However, we're thinking to add it back in as 2 seasonal instead of 1 fulltime. As we transitioned to the Community Development Director position, we held that position open for a bit and filled that senior planner position with an associate planner. Diving a little bit deeper into 2025 and 2026, the specific impact that you'll see is in planning and zoning, as we'll be talking about the 2050 Comprehensive Plan update; it seems like we just solidified that 2040 plan. That will start and we'll get some fiscal statements towards the end of 2025, starting that process in 2026. It's typically about a three-year process, so we'll have to have the plan updated by the end of 2028. So, it's spreading that cost over those three years. We're a growing community and so it's so imperative that we do take the time to navigate through that entire update process. It's again set up straight thinking, thinking that in the ten years, making sure we're evaluating all of the things that have happened, where we've come and where we're going to go. So, that's the biggest change that we're looking at.

Inspections: Like I said, because we're adding that position, it has been a fulltime position that we even held back last year, and we're anticipating adding that fulltime position back in 2025; however, recognizing we really need the support to be efficient between April and September, so that seasonal building inspector creates the most beneficial position in our department during that time. Of course, after our conversation in January during the Strategic Plan, we talked about the importance of having us focus on that proactive code enforcement. So, splitting this fulltime position into 2 seasonal

positions, we get the benefit of course of a seasonal code enforcement officer, who can focus directly on that proactive work that we want to see in the community.

Brenda stated Council, there's a sheet in front of you that looks like this. At the top is where the levy is at today, and certain departments are talking about maybe a budget addition or a piece of equipment that got delayed or cut. If you wanted to add it back in, those are the numbers that you want to look at to see the impact to the levy. About every \$25K is a .11% levy increase.

Administrator Levitt asked Brenda if she would just explain the budget addition for the inspector. Brenda replied yes, that is the difference between hiring a fulltime inspector vs. the 2 parttime seasonal inspectors that were discussed; so, if you wanted to remove those 2 seasonal and hire a fulltime, then that would be another cost of \$48,500.

Council Member Olsen stated I know you talked about property valuations briefly in your slide. We saw Washington County property tax valuations were decreased for the first time in a long time in 2024, but based on what I'm hearing and seeing, it looks like there's been some adjustment in an upward fashion for 2025. Have you heard anything?

Brenda replied no, I have not seen anything for the 2025.. In our FMP, we do a 2% growth increase per year, so that's what we've got in there for 2026.

Council Member Thiede stated Washington County's projecting a levy of 5.9%; Mayor Bailey stated that is correct.

Administrator Levitt stated I would say when it comes to park facilities, they have funding outside of the County and don't rely on taxpayers. They don't build water towers and water treatment plants or any of those other infrastructures; so, they have a lot of service infrastructure that we maintain that they don't.

Mayor Bailey stated I talked to Karla, our County Commissioner, and she was telling me that they're hiring like 6 FTEs, but it's all coming out of that State Housing Fund money because they need somebody to run a shelter, etc. She was telling me all about it; so, I asked her, if you're doing all that, how can you be at 5.9%, it doesn't make sense to me. Well, they've got all these other buckets of State money and Federal money that's covering those things, so it doesn't come out of their general levy.

Administrator Levitt stated they're also holding a lot of positions empty and not filling them. The reason they're doing that is because salary increases are greater, so they're just not backfilling the positions. So, that's why they're hoping to bring it in at 5.9%.

Parks and Recreation

Zac stated every year I like to make sure I thank the Council for making Parks and Recreation a priority in Cottage Grove; I know that's not always easy to do, but clearly, we passionately believe that a good Parks and Recreation system is a benefit to the community and those investments make for a stronger community. So, thank you for that. Obviously, we receive the multiple accolades and the emotional support we get from you guys all the time, so I truly do appreciate that. Our team of staff is kind of meant to be dreamers; that's good, that's what we do in our industry, even though resources are limited. So, we just appreciate the fact that we can talk through those

things, pitch ideas, talk about services that we want for the community, and then decide what's best for the community together. We appreciate that.

Mission: To create and promote quality programs and places that enable active living that improve health, wellbeing, education, and vitality of our community. Those key service areas are parks, our open space, trails, horticulture, natural resources, and habitat. We have the ice arena, the River Oaks Golf Course, the Eagles and River Oaks Event Center, and then recreation services.

Overview: In total, it's about an 8% increase from \$7.327M to \$8.028M, but remember that there are also revenues that will help offset that; so, when it's all said and done, we're closer to that 3% growth because of the offsetting revenue. We'll get into more detail on that.

Park Maintenance

2024 Accomplishments:

- Glacial Valley Park Building that you were all at not too long ago.
- We updated the Woodridge sports lighting, converted that to LED.
- Replaced playgrounds at West Draw, Nina's, and Granada Park; they're all open for play now.
- Managed to have a record setting facilities/event use here, and that trajectory just continues.

2025 Goals:

- Looking at starting to build the Denzer Park, over in the 100th and Hadley area.
- Playground replacements at Hardwood and Belden Parks.
- Next sports lighting project will be at Hearthside Park.
- All our picnic shelters at Pine Glen and Pinetree Pond Parks.

Budget Impacts: We're at 3% or less with our commodities and things like that.

Obviously, inflationary items like motor fuel, turf products, and utilities are out of our control. In terms of just any budget additions, there really are none for Park Maintenance this year. However, I want to note that in 2026, we are proposing to get some additional funding, with a Forestry Service addition. We just cannot continue to keep up with all of the open space and tree removals that are out there; tree removals, tree trimming, tree disease, whatever it is, so we have a \$30K Budget Add Request for 2026. What we're finding is with our trees, parks, and open space, our whole crew was out there for 2 days removing 1 tree: well, that's 2 days of 8 people, every FTE, removing 1 massive Cottonwood tree. We just can't keep doing that; plus, probably liability wise, it's probably safer that we have a company remove large trees like that, especially when they're next to adjacent properties where we could cause property damage. Again, that's a 2026 Budget Addition, but we want to get that in front of you.

Zac asked if there were any questions on Park Maintenance.

Council Member Olsen stated I know you're probably going to get into this in a little bit more detail, but we've had a challenge I think in some cases with all the rain that we got and all the rest of it causing some difficulty, particularly at Kingston Park when we had Strawberry Fest. So, what are you dealing with in terms of trying to kind of get everything back up to where it needs to be? Have you had to put forth any additional

effort around reseeding or putting dirt on top of some of those fields that got rutted up or whatever? I'm just curious if you guys are kind of caught up on that or catching up on that.

Zac replied yes, we did roll it right away, which helped. We kind of have a unique way of rolling it out, and I'll let Tim chime in, too, in a second. Kingston was originally built in 1986, and it is at a point where after 40+ years of mowing and whatever else and play in the same areas, right, we try to move things. There is a point where you just have to redo the fields, right? You must regrade them and kind of start over, and we're looking at doing some of that, but I'll let Tim chime in about the recent event.

Tim stated like Zac said, we rolled it right away, let it sit for a day, rolled it again because it was still wet when we did it. And then we'll go in this fall, in mid-August, where it's more ideal seeding, and we'll be topdressing and reseeding and probably doing our second or possibly a third topdressing of the field, too, up there, just to try to get that established a little bit better for next year. I just talked with the Minnesota Sodding Company, and they have some different techniques they can use where basically they cut the sod off, but they don't cut it all the way off, so you still have the root mat, and then they do their work and it'll grow back. So, we're looking at different options of how to do something we're not accustomed to doing; we will usually contract that out, but it's kind of at a point, like Zac said, where you either completely start over or it's just an option to do something like that. Again, with the irrigation services up there now, they are approaching 30 years old, so we're starting to have some issues up there, and we have to start looking at replacing all that. Timing and how it all plays out, and how we hear on how to do it successfully, that's generally it.

Council Member Olsen asked what about the other big parks, Hamlet, Highlands? Are you guys experiencing some of that?

Tim replied not as much, because they don't have the same kind of traffic that Kingston does. Irrigation wise, yeah, they're getting old and need some repairs, stuff like that. Hamlet drains better than Kingston does, Kingston has a little heavier soil up there, so those all seem to be doing okay. But Kingston, again, is a busy park; not just community events, but the events with big rentals up there, and those fields just, they take the abuse.

Council Member Olsen stated yeah, you could really see it after Strawberry Fest, which I'm sure did not do you any good, but it sounds like you guys addressed it right away. At some point, we're probably going to have to fix it to see if we can avoid that in the future.

Zac stated well, that's the proposal to do that here very soon; we're really going to do a lot of work here before the end of this year to start the planning for that. Because those systems that are inground, those irrigation systems, they're older than River Oaks; so, at some point, if you put PVC in the ground, it doesn't last forever, right? The new systems do last forever, but we have 3-or-4 parks with very large irrigation systems that are all PVC that are 30 years. But right now, we must do our homework and then figure it out from there.

Recreation Services

2024 Accomplishments:

- Managing the Glacial Valley Park program and facility rentals. Obviously, we started a new program there to great success. Facility Rentals: I think we projected about 40 rentals a year, and that's way in the rearview mirror already, we're above that; that's a very popular place for events. Maintenance wise, we're figuring out how to make sure it's a great area; there are things we're all learning on the fly, but it's working out well, and I think a lot of people are very happy.
- We managed to increase facility rentals in general and program registrations, too. That takes a lot of administrative work that often we don't always see; we see Safety Camp and we see playground programs, but we don't see that there's an administrative backbone to that, collecting money, handling customer service issues, marketing programs, etc.
- Pickleball Club: We just started that, which filled up lickety-split and has over 200+ members in it, and we're running leagues now, which started here about a month ago.
- We are studying a new software opportunity for registration and facility use, we're working with IT on that right now; we're excited to try to see if we can have a little more efficient system and maybe make it a little easier on the back end. There are a lot of complications with all of that, but we're working on it.

2025 Goals:

- Adding Pickleball lesson programs.
- Transitioning to perhaps a new software if it's warranted.
- We always try to achieve at least 45% cost recovery in your budget; this year, we're over 50%, so we're well exceeding that. Revenues are coming in as well or better than we expected maybe a couple years ago, since COVID.
- As always, we strive for the highest level of customer service.

Budget Impacts: Projecting a near 10% growth in revenue, and there are no major adjustments to operational expenditures except for that crew addition at Glacial Valley with an intern. Again, we're projecting over a 50% cost recovery.

Zac asked if there were any questions about Recreation Services.

Council Member Olsen asked you guys are benchmarking price points, I assume, with other communities to make sure we're competitive.

Zac replied yes, we went through that exercise pretty deeply last year, but of course we're always observers.

Council Member Olsen stated those pickleball things are, as I'm sure you're keenly aware, they're like unbelievable. It is simple enough, so if we're going to continue to expand that service, we just want to make sure that we're in the right ballpark price pointwise for lessons and rentals, etc.

Mayor Bailey stated Zac: One is something that was on the, I don't know if it was necessarily a Budget Add, where it says Park Rental Lease Budget. Do you see that? What is that?

Brenda replied that is for the increase in your Bond Cap rental, and then the Porta Potties are in there, on the next line.

Mayor Bailey stated so, that's Park Maintenance. He asked do we lease the Bobcat?

Zac replied the price of the Bobcat lease has gone up, I can't remember what that is, it's \$12K or 14K.

Council Member Olsen asked so, is the lease still the right choice?

Zac replied I'm going to defer that question to Adam Moshier, as he deals with all of the equipment maintenance.

Adam stated I would say yes, because just the cost of a Bobcat has gone up significantly, too; that's kind of what Joel at the golf course has realized when they went out to get a Bobcat. So, obviously, if you rent it, if we're at \$14K, we might be able to work out a deal with Tri-State for our current rental agreement. We would stick with the same Bobcat and our current rental agreement only goes up a certain amount of dollars, and that's what we actually did this year to keep it at a lower cost.

Council Member Olsen asked does that give you what you need, as far as usage, time of usage, functionality, etc.? Adam replied yes, and those are some of the most used pieces of equipment that we have.

Mayor Bailey stated well, that's why I asked. I was just curious about that.

Mayor Bailey stated for the first time in all my years of being mayor, I have had 4 phone calls this year about Porta Potties in our parks. So, when you say we're going to increase those Porta Potties restroom budget, is that because the price is going up, or is it because we're expanding?

Zac replied well, both, but we're projecting the price is up. So, last time we did it, it was a company called Jimmy's Johnnies, they were a family-owned company 3 years ago, and they had competitive pricing, I want to say \$55 a unit per week. The next lowest bid that year was closer to \$85; so, there was that big of a gap. So, we're predicting that this next time around, 3 years later, when we go out for bids, it's going to be closer to \$100 per unit. So, it could be almost double because LRS Portables, that corporate conglomerate, bought out Jimmy's Johnnies, so we're projecting the rates are going to go up at least 30%-40%, at a minimum. Also, every time you add a park, and every time you add a sports complex, the more units we put out. Every time we add events, we have to do more cleanouts; every time they come and clean out, they charge us. Now, we do back charge those, it's important to know that, too, to cut the cost.

Mayor Bailey stated all right, so, this would be for the cost of rents that you believe is going to happen when we go back out for a lease agreement with them for next year.

Zac replied as well as adding some new ones, yes. The additional units are minimal compared to what the actual price increases will be; the price increase is what you'll see.

Mayor Bailey stated Council Member Olsen mentioned something earlier, too, about the rental fees or whatever, and you guys have done an amazing job. My question for you is, and I'm going to use Glacial Valley, only because it's been such a popular building to rent; I also know that I think we learned a few things after we started renting that, like the type of paint we were using in there. Now, have we gone back through and redone it, or every time somebody puts a piece of tape on the wall, will part of the paint come off it? You know what I'm talking about?

Zac replied yeah, the plan is just to kind of touch it up, but eventually we're going to repaint the wall and do a more of an industrial-grade paint. We had to fix the wall systems at the beginning of the week and painted the entire room.

Mayor Bailey asked with the new paint?

Zac replied, no, with what was still there. We're getting rid of the stuff that was still there; according to the builder, that's good paint. It appears that maybe it wasn't primed properly.

Mayor Bailey stated oh, okay. Council Member Olsen stated so then we go back to our builder.

Zac replied I don't know how we would go about proving that, though, here.

Molly stated Jim and I are looking into like some of like a plaster, you know, so you would have a strip; you can clearly tell everybody hangs everything at the same height, so we've talked about and we're researching, because we don't want like that cork look. So, we're trying to find a nice white look that does and maybe not necessarily pushpin, but a really stickable surface on both the front and back walls. We're working on it.

Mayor Bailey stated well, yeah, and I saw that, and that's the only reason I'm thinking about this because if you guys must keep going in there to touch up paint to keep it looking great, I mean, that's more work that you have to deal with.

Molly stated and it's in both rooms; we're seeing it in our Rec room, too. It's going to need some love in the fall to get a solution; we will figure something out on the walls.

Mayor Bailey stated okay, well, that's the reason I'm bringing it up. I've seen it and then heard a couple things about it, so. Again, my goal isn't for Jim and you and your team to have to go in there every other week and touch up the walls.

Zac stated after the first weekend event, we kind of left it, we didn't have any complaints about it, but then there were a few more, so we were all right, let's go in and paint it and touch up from the bottom half of the wall. Molly stated we're working on it, it's on the radar.

Mayor Bailey asked but you haven't had issues anywhere else with our other parks, or is it mainly just this one?

Molly replied no; I mean, does every park need to be repainted at the end of the year? Yeah, absolutely, over the winter, but it's not peeling the paint off like it is there.

Mayor Bailey stated nothing against our other parks, but there's something about this park, it's a little more upscale, you know what I mean? So, I think you're getting the better, bigger parties.

Zac stated and the others all have Sheetrock on them that's painted. Mayor Bailey stated that's a good point.

Zac stated they love putting duct tape on steel doors and everything else, so pick your poison.

Council Member Khambata stated I must commend your projected revenue growth. Are there any fee-for-service opportunities that we're missing that we should be advocating with you, in terms of additional ways to bring in revenue? You know, kind of like the radio antenna rentals, or is there something else that we could be doing to help bring some more revenue in for parks?

Zac stated I mean, we try, we try everything. We try to get grants and everything else, and then our fees for service, those are the essential items; and those bring in the most bang for your buck, too, the fees for service and grants. Sometimes it takes a lot of research to chase small amounts of money, so we try to be a little more efficient and chase the big buckets of money. I think we're getting everything we can; if you know of anything that's out there that we're missing, let us know.

Ice Arena

2024 Accomplishments:

- Jordan stated we completed those locker room leases that we worked hard on for the high school program.
- We replaced the west rink cooling tower just a couple of months ago; that was a big project, we had a crane out there, and we got that replaced and didn't lose any ice, so that was good.
- Solar array installation is going up right now, so you've seen them throwing solar panels on the roof, and we're excited to start seeing the payoff for that with our energy savings.
- We installed the party light system on the west rink, so we've been able to take advantage of that. It's a cool system and I think especially come winter, I think people will really enjoy making use of that for public skating, birthday parties, or whatever it is.
- Of course, we're on Phase 4 of net profit again for the Ice Arena, which is consistent for the last few years.

2025 Goals:

- We must replace the west rink bleacher heat; that was originally installed in 2008, so it's just at the end of its life. It will also be a little more energy efficient because it will be staged heating instead of just full-force heating.
- We do have 3 places in the north rink to dehumidify our desiccant wheel; that's about a \$150K dehumidification unit, which is critical to keeping the ice thin in the rink 12 months out of the year. We think we can replace just the wheel, that wheel is what sucks up the moisture, so we'll replace that. That's one of the Budget Adds in there, and we can extend the life of that for maybe another 10 years or so.
- Again, looking to record a net profit at the end of year with revenues exceeding expenditures.
- As always, continuing to deliver great customer service and great experiences at the Ice Arena.

Budget Impacts: \$45K net profit is projected for 2025; then we have \$50K bleacher heat and a \$32K desiccant dehumidifier wheel.

Jordan asked if there were any questions for the Ice Arena.

Council Member Olsen asked how your ad space and ad revenue is coming along; I know this last year it looked like you had sold quite a bit.

Jordan replied yeah, so that's still projected to stay on track with that. We just went to an agreement with Holcim; they came in and wanted to advertise with us and spend some of their dollars with us. So, that continues to flourish and stay steady.

Council Member Olsen stated okay. I had a chat last night with Jeff Corkish, and he was talking about some of the facilities updates at Park High School and how that could potentially impact the Ice Arena. So, I'm just curious if you guys have talked to the school yet. I know they passed a referendum and they came before the Council and showed us some stuff, but have they been in touch with us about any facilities planning that could potentially impact our space?

Jordan replied yeah, so he shared some of their original planning for the high school expansion, but everything they've showed us has been preliminary; so, we're still trying to figure out where the roads are going and all that. Jordan replied yes. They shared some of their original planning for the high school expansion, but everything they've showed us has been preliminary; so, we're still trying to figure out where the roads are going and all that. We're trying to take advantage of that where we can, especially for parking.

Council Member Olsen stated yeah, that's a big part of it. And Corkish was saying something about some additional movement in the space behind the Ice Arena that could open some additional parking. Then he also talked about workout facilities and expanding the workout facilities in the school. Coach Staley is looking to increase his footprint there so he can accommodate both boys and girls, and I know Coach C has talked about that, too; and what that could potentially do is eliminate or minimize the amount of time and space they must spend working out at the arena. So, maybe there's a way to figure some things out. I don't know if that's something that needs to be addressed right now, but just put it on your radar that these conversations have started. When are they going to do most of that work, is it next year?

Jordan replied next year, some of that is next year.

Mayor Bailey stated first, amazing job this year. You're making a profit in this Ice Arena, which is frankly unheard of, so fantastic job. He said obviously we have the naming rights on the east rink, the main rink. He asked to have we tried anything else on that other rink, or even the small rink; any thoughts on that?

Jordan stated we haven't yet; we haven't really pursued it, like chased anybody. Has there been interest? A little bit. I know like Summit Orthopedics has expressed some interest, TCO has expressed some interest in maybe doing some naming rights; so, it's still sitting in the background a little bit. We're still here and I'll certainly do that and see what we can maybe accomplish with it. I honestly thought when we did the naming rights on the north rink, I thought maybe that would kind of push a little bit for the west rink, especially some from Woodbury because East Ridge uses that rink a lot. It hasn't happened yet, but I'm still a little optimistic.

Mayor Bailey stated I've heard those 2 that you brought up have expressed interest, so I didn't know if you had been in contact with them yet.

Jordan said it's simmering in the background, and I have talked to them, yes. They said not right now but reach out in the future and that future is coming up.

Mayor Bailey stated okay, perfect. I just have the feeling that 1 of the 2 are going to take the other rink just with the feedback that I'm getting, which is good. I don't know what the amount is, you guys will have to figure that out, but that'll be another revenue source that you're going to have, which is good.

Brenda said there was a discussion about the bonds. So, the 2016A Bonds, which were used for the expansion of the rink, our bonds will be paid off in 2027. The 2019B Equipment Certificates for the refrigeration will be paid off in 2029.

River Oaks Golf Course

2024 Accomplishments:

- Record revenue on the year for both the golf and the clubhouse side.
- We did an irrigation replacement project, fully completed this past spring.
- Updated the clubhouse interior, which shows you more of the patio improvements; we've had a lot of positive feedback on that.
- Still on pace for a record net profit again this year, as there's a lot of seasons left to go.

2025 Goals:

- Self-serve range ball machine is something we're looking to purchase. We had one years ago, but that was where you had to put your money in or swipe your card to get the ball handed to you. Dennis said he realized how many times those golf balls had to be touched to get out to the driving range, then get from the driving range back in, and put in the bucket. They had to be cleaned, put in the buckets, and bring them out. Now, with this machine, they can just load the machine and go out. It's a pretty modest investment when we think of all the time that adds up every time, we have to handle those golf balls.
- Continuing to look to repair golf cart paths where we can. We're also getting help from Parks and Public Works.
- Replacing a couple of greens mowers; obviously, those are integral to our golf operation, making sure the greens are in the finest shape possible.
- Replacing and upgrading the patio furniture for the clubhouse.
- As always, delivering great service and continue to record a profit for River Oaks Golf Course and Events Center.

Budget Impacts:

- We do have that irrigation loan payment, and when I say we record a net profit, that does include paying off that irrigation loan; so, we're still recording a net profit after we pay for that.
- Range ball machine, \$15K.
- 2 Greens mowers, \$150K.
- Cart repairs, \$29K.
- Patio furniture, \$70K.

We have Joel and Dennis here to help answer any questions.

Mayor Bailey stated again, amazing job. When you think not that many years ago there was a discussion about maybe just closing the golf course because it wasn't generating

revenue, there were lots of issues, and you guys have done an amazing job of turning it around. So, please, just like the Ice Arena, please pass along our appreciation, I'm sure I can say that for Council, on the great work you guys have done down there.

I love the idea of the patio, I think I've been bugging you about that for a while. The only other one little thing on the patio side of things, is you know how they have those screens that go over the pergolas, just to kind of take the sun off you. I don't know if you're planning to do that, but that would be nice on those days where the sun's beating down on you. I've eaten out on the patio the way it is, we all have, I'm sure, and it's amazing with the view and the vistas looking to the river, it's beautiful. But sometimes it gets a little warm out there if you don't have the umbrella. So, that was my only other ask of you on the furniture side of things, but I think you guys are heading the right direction.

Council Member Olsen stated you guys have done a really nice job if you look at the landscaping, especially the flowerbeds etc. by the patio, it's really pretty. Boy, it looks good; my wife's a plant person and so when we come there, she just gets all giddy about all that stuff, and we need some of that. You guys have really made it look nice. Even out in the parking lot, the islands are just gorgeous there, they're really well put together, and I think it just adds to the experience. Like you walk in and you see how beautiful that is, to me, it just says class.

He said a couple things I was hoping to talk about: Zac touched on cart paths, and I noticed you said we're doing what we can, kind of when we can, we're trying to take care of it inhouse. What is the long-term view of that? Like when do we think we'll be able to really have those cart paths back to where we'd like them to be, and what would it take to get there?

Zac replied it's doing really well. Part of it is when you do the paths, you also take care of the problem that caused the problems; but I'll let Joel and Dennis talk about that, but we're making good progress.

Joel stated I want to say with the help of Public Works and the Parks and Rec Departments, it honestly wouldn't be possible, and Jennifer allowing that to happen. I think we've been off quite a bit in the last couple years, we have a good plan in place for the next 2-to-3 years to take out the problematic areas and replace them. I know this year we've done Hole 17, Holes 2 and 3 and 1. Last year we did Hole 15, and it just comes down to time and money and that balance and the next point. Anytime we do these things, we talk to Parks and Rec and Public Works; it's like well, before you do this, you need to take out the tree because the roots typically are the problem. So, I think we've done a pretty good job, I do think it's going to be an ongoing process. I think if we get to the point, probably 3 years down the road, I think 95% of it is good, but I think we're going in the right direction.

Council Member Olsen stated so, it's just kind of a progression, year over year.

Joel stated so I think about 2 years ago, we started actually allocating money into the budget to replace these. Again, that wouldn't be possible if we had to outsource this, as it's pretty expensive.

Council Member Olsen stated that's kind of what I was looking for was doing it inhouse vs. outsourcing; obviously, we're saving a lot of money. If we were going to just

say okay, we're going to do this in one fell swoop, what would that have looked like. Obviously, the parts that have been done look nice, and I'm assuming you have Gary and his team over there doing their magic, and they do magnificent work, but the difference between some holes and other holes is noticeable. So, as long as there's an ongoing plan to do certain areas and then it'll be all done, I think the public sees that and can feel good about that.

Council Member Olsen asked on the banquet side, I know your banquet business has been really good, how have you been managing that? There's been personnel issues, different things that we were trying to work through, are you keeping up? Are you doing okay? Because you're getting a lot of stuff happening down there.

Dennis replied stated yes, we're getting by. The last few months have been a little challenging with personnel, but we do have a new chef; I feel good about him, he's got a lot of great experience and he fits with our personnel really well. We had a meeting to talk about all the different events that we can start bringing out again this fall and winter, so we just kind of do what we must do. We just want to make sure that we're doing the events that make sense so we're being able to make that profit. Because there are a lot of times when we run in circles, to try to chase it a little bit, and that's the hard part, to balance it out. So, I think we're on the right path.

Council Member Olsen said thank you, and thank Courtney, too, for all of her hard work.

Council Member Thiede said back to the golf course, how much of this outside irrigation loan repayment is covered by revenue processes? Brenda replied all of it. Council Member Thiede said all of it? Okay.

Council Member Khambata stated I still have to say municipal golf courses are really struggling to even stay open. The fact that you guys are covering your own costs speaks a lot of the operation that you guys are running, so great work. I was also especially happy to see, as I think there was some conversation when we originally did that irrigation loan on whether the revenues would match the payback, that that's going according to plan and yet there's money in the budget to make incremental improvements in infrastructure. Because I think that's where a lot of other municipal golf courses really got bogged down is it's easy to push that stuff out to the point where we have to bite the bullet for an irrigation type of improvement, so great work.

Mayor Bailey stated the only other question I had on other things was bocce. I saw somebody on social media say they were on a league; so, are you doing leagues out there?

Joel replied yes, so last year we started our leagues, and this year we have summer leagues on Tuesday, Wednesday, Thursday nights. So, that's anywhere from probably 32 to 40 players each night; I think we're just short by 2 teams going into fall, which will be on Tuesday, Wednesday, Thursday nights also. So, people come down, they train, and they have a good time. We're trying to look at all those things that we do down there, as it's not just a golf course, it's for the community. Obviously, golf probably

brings in 85% of our business, but we're always trying to expand into different areas to see if we can find other things.

Mayor Bailey stated and that's part of the reason I brought it up, was it's just another source of revenue, but also another source of something for the community to do, something different at our municipal golf course.

Zac stated the Woodbury Parks and Rec Director plays bocce ball here; she tells me all the time about how great River Oaks is, and she never says anything about Eagle Valley.

Mayor Bailey stated I just have to plug in there I know the Woodbury Mayor plays here because I see him there, and he made that comment to me.

Council Member Olsen asked do we have room there if we ever wanted to do like a mini golf course, a 9-hole mini golf someplace, do we have the space?

Zac replied well, we've talked more about doing like a smaller golf course, right, like a 4-hole or 5-hole; Council Member Olsen asked like an executive course? Zac replied yeah, so if somebody can play in like 30, 40 minutes, if someone's on their lunch break.

Council Member Olsen asked like a 3, 4-hole loop, caricature course, we've talked about; we can call it the Fischbach 5 or something like that. Mayor Bailey said you're going to use that, I know it.

Zac said but I will say the inline putting green is kind of meant to do a little bit of that and just be a completely different experience. Because the whole mini golf thing is putting; I mean, we'll have a fantastic little course that's free, but you know when you go to these places, they're \$25 a round.

Council Member Olsen said well, I was asking because we actually spoke to somebody who does that when we were at ICSC; he mentioned it and he showed us some pictures of some public facilities where he's done something. I was just curious as Dennis was talking about we're trying to create this family experience where people can do different things, if that might be on the radar, but I'm not suggesting or advocating for it.

Zac said we've talked about it, we've talked about everything. Council Member Olsen said but I think the Fischbach 5's a good idea, I really do.

Dennis said I will be honest, one of our biggest challenges is the size of the parking lot that we have; so, we'll need to make it bigger because there's not a whole lot of room. On Thursday nights, when we have our leagues, when we have bocce ball and everything, we are backed up; so, to throwing more events in there, when you start thinking about all these other opportunities, we think logistically, how is that going to take up more of our parking.

Council Member Olsen stated that makes sense, you have to have the capacity for it. It's kind of like Park making the playoffs, we had enough room at the Ice Arena for all the Park kids. It's the same general concept, so, yeah, it makes sense.

Council Member Thiede said in some ways, from a logic standpoint, though, too, is you try to hit those times of the year where we could get better utilization; so, maybe when something slows down or something like that, then we've got money into different activities right now.

Council Member Olsen said it's such a nice facility, it really is, and you guys do such a good job of keeping it friendly and positive; and even all the parttime help, retired teachers and different people like that, I mean, that just adds to the ambience, the experience. Really, a tip of the cap to you guys, you've really made it a great spot in Cottage Grove.

Mayor Bailey stated the last thing, then, just to piggyback on what you just said, where would you expand the parking lot? Is there any space left in there? Could you go out further, like to the north?

Dennis stated you'd probably have to put a big net up because of that sinkhole. Mayor Bailey said that's why I was curious, because I know the trees kind of block it. So, I can't fit the cars is really what you're trying to say. Dennis replied yeah, you've seen it.

Council Member Khambata asked how's traffic going to go, is that RCUT going to make a big difference for you guys in terms of inflow and so on?

Burfeind replied it will be interesting. I don't quite know what to think, I mean, I worry about the safety of pulling out to the right and having to get over 1 lane really quick and make that quick turn and not really having that acceleration. But they'll do it right, so I've got to trust this new one, but it'll be interesting to see what happens with that. I know we will calm the fears of a lot of parents because that's the one thing I hear, they don't want their kids crossing, especially workers. So, we'll see; I think there's a meeting next week on this.

Ryan said I will say one way it can help flow is because it forces people to go right. If you watch people, they're like I want to go left, I don't want to go right so they sit there, waiting. This forces them to go right; so, they're not thinking like I'm waiting for that traffic. Even though they're not really meant as a traffic performance safety measure, it can help with traffic in that way because it just forces people to go right and get out of there.

Council Member Garza asked is the RCUT about a half mile? Ryan replied no, it's actually only about 600 feet down, so that is short. Council Member Garza stated so that should help with acceleration issues.

Ryan said there's a long history that MnDOT's been using these. I know in your head it's like how; and it's not always about, you can still have accidents, but with that right angle it's a rear end.

Council Member Khambata said and in order to get up to 70, you just have to get over, too, so you need a lot smaller break in traffic.

Ryan said it's like a roundabout; some of the cops think it's going to increase fender benders, but it reduces the severity.

Council Member Olsen asked what else do you have, Zac? Zac replied that's it, I appreciate your time.

Equipment Replacement

Ryan stated I also want to echo Zac and thank Council for their time tonight, as a lot of effort and hours go into preparing all of this information and we're looking forward to presenting it.

I also want to mention a new face tonight to some of the Council Members, Gavin, he's our Management Analyst, but he was our Forester for several years, part of the crew. So, he's jumped right in and Zac and I are always throwing things his way, so he's here tonight; he's learned about the process and all of the budgets so you'll see Gavin around a little bit more and his name on memos, so I wanted to introduce him.

Ryan stated as we jump into our 2-year plan here, maybe I'll look at both years, and then we can look at questions because they kind of play together. So, we have our more immediate Equipment Replacement for 2025; Adam had his typical memo in the packet with all the information on age of vehicles, the maintenance, and some of the different trends that we're seeing with the maintenance of those vehicles. We also have some new equipment for Parks, which is why we wanted to make sure we hit on it when they are here.

At the top is Public Safety, the squad cars and an engine. For Parks, we have the replacement of 1 more one-ton dump truck, Council authorized 2 of those 2 years ago, and we just got them last week. So, there's a very long build time on those; it's a 16-year-old piece of equipment so knowing the length of that time, that's one that we're targeting. Those are heavily-used vehicles, one tons are used for everything, hauling equipment, they're used in the dump box, whatever we may be doing.

Council Member Olsen asked is this the same, the long time, regardless of which vendor we have build the truck? I know we had changed vendors over the years, I'm just curious.

Ryan replied yeah, it's pretty consistent. A lot of that I think is with the ordering and the availability of the truck. We are happy with our current contractor and how they do the work, it wasn't an issue on there, and there was that availability of some of the equipment for the vehicle itself. With our large dump trucks, we are looking at making a switch from Aspen Equipment to Towmaster, but that's kind of a big move. That's more of a level of service situation we've been dealing with a lot, so cities and counties are going with Towmaster so we had a meeting with them with all of our equipment over the past year. So, that's something we are looking to do, so that will help with that, really the level of quality and level of service that we're getting.

Ryan said back to new equipment:

Parks: A 16-foot mower, as there's been a lot of growth in the parks system with all the new parks, Glacial Valley, Sunnyhill Park was expanded, Strawberry Fields Park opened about 1-1.5 years ago. There's a gator and a plow for Pickup 1409.

Public Works-Streets: We do have 2 single-axle dump trucks that we're charging for replacements for next year.

Council Member Thiede said well, let's talk about that first. I look at the maintenance costs for those, even before the other two, it seems like it has been a little bit lower; it looks like the maintenance costs haven't been too bad, they seem to do really good. I'm just wondering whether what the cost justification would be if we split those apart. We've got quite a bit of stuff on there, so what effects does it have on the levy? I look at the other lists and it's really dropping the Replacement Fund.

Ryan replied what I will say is because I will show the 2026 Equipment, there was actually 3 in the FMP for this year, so we've actually just pushed back 1 of the 3 single axles already, before bringing it to Council. So, that was already done. And, also, I know that the maintenance is less, but it is still \$258K, which is really the value of a new piece of equipment overall.

Council Member Thiede said well, that's the overall maintenance over the last 13 years.

Ryan stated yes, so, that unit is a 10, but it is 14 years old and there is about a 2-year time to get them. So, you are looking at 2 more years of being in service for these pieces of equipment before we get them. So, there are a lot of factors here. I mean, certainly there's a lot of equipment on the list, but I do want to show 2026 because there's a lot of equipment that we pushed kind of before coming to Council.

Council Member Thiede stated so just really quick, the other one is the Sewer Vacuum truck, again, another really high-cost vehicle; and it's interesting that in reference to the maintenance costs, it looks like there was 10 years separating a major kind of overhaul, which means the last one was in 2022. So, that's not what I expected to see and there was that in between there, there wasn't that much decrease in maintenance costs. So, thinking well, maybe that one for replacement, maybe that will kind of come down and you'll take advantage of the refurb that was done in 2022 and wait until maybe about 3 or 4 years to take advantage of that lower maintenance before you drop another \$700K.

Ryan stated well, I will say that the Sewer Vac truck that is obviously Enterprise Funds, that's half Stormwater and half Enterprise; so, that's not affecting the levy impact. Council Member Thiede stated okay.

Ryan stated with that, I really like to call our fire truck; from an age standpoint, its 25 years old, but that's a piece of equipment that we have 1.

So, with the plow trucks, we can look at maintenance, we can look at trends, can we handle some down time, right? We have 14 trucks, we have no backup truck, but if we lose a truck or 2 for a week or 2 in the winter, it's manageable.

That is our only Vac truck; it's used on a regular basis, too, for stormwater, which is why it has a Stormwater cost, but for sewer, it's really an emergency response. So, there were 2 times in the last 2 years where we had a failure, and the one in 2002 was major, that was a major sewer backup on Hadley. When you're talking sewer backups, if you don't have that Vac truck, there is nothing we can do; and then we're calling Woodbury or St. Paul Park, which you can imagine is that many more homes.

Council Member Thiede asked is there any chance that we can charge the costs associated with that impact, the impact of that, into essentially the maintenance costs so that it would reflect again?

Ryan replied it's not really about the costs of having to call in Woodbury or St. Paul Park, I don't know if they charge us; it's how many more homes have sewage in their basement. Because that's the price when you have a sewer backup, it's just trending its way up the line and it's going into peoples' basements if the lift station fails. So, if there's a lightning strike, we have different backups on a lift station, we have generators, but there was a lightning strike many years ago, and there was no way to operate that lift station that serves all of the Gateway North area. This thing is not about,

I don't know how you put a price on that. I mean we had claims on the order of \$80K to \$100K on that sewer backup on Hadley; I know they were denied by the League, thankfully. This is a piece of equipment that when you need it, you need it. It's hard to look at maintenance costs, because this is not used every day, so it's not going to drive up those maintenance costs. But when it is 25 years old, it is time to replace that equipment.

Alt said it's an emergency situation vehicle that you need, you need it when you need it. And we cannot rely on it right now; when Rick goes to use it, it's unreliable, and he doesn't know if he's going to make it to the call or not.

Council Member Thiede asked so what would typically then be the issue when it did go down?

Alt said in 2022, it was the pump, we go out there and it was backed up. So, I mean, that's something that you can't just fix, right? You've got to call in another piece of equipment to perform; and, fortunately, Woodbury was available. They assisted pretty much immediately and we got it taken care of.

Ryan said the other one, in 2023, I think that was a rusted-out bevel; so, they kind of get vacuumed, so that got through, so actually with the vacuum, there's an airhole, essentially, so that requires welding and refab. But I think there's been a lot of major welding; it's just hard, as that's probably one of my most important pieces of equipment. I know it's hard because it's higher stakes. I will add that because it is a need, in my mind, not a want, I wouldn't want to wait for this, but we are going to go to the Stormwater Watershed for a grant next year. Jennifer's been helping with that from the Stormwater perspective. So, we are going to ask for a breakdown, we'll probably ask for the whole \$350K with the Stormwater component; I think that's probably more than we'd expect, but hopefully we can get half of the Stormwater component paid for, so, about \$175K, to help buy down the overall costs. I think that the Watershed is pretty on board with that, they have no issue if we've already ordered it or approved it; sometimes, with a grant, if you already approved it, they'd say well, clearly you can buy it yourself. Part of that will actually be a commitment to maybe maintain some of their infrastructure with this piece of equipment, and that's why they'll help fund this; they just did that with St. Paul Park and Newport.

Council Member Olsen stated that's a good move.

Ryan stated I think this is another piece of equipment where you place the order, but you're not going to get it right away. This is all time based on challenges and the equipment that they can get. So, there is no guarantee that when we order, we're going to get it in 6 months or a year, it all depends.

Council Member Thiede stated this is probably the same question I ask every year, relative to like when you buy a car, the minute you drive it off the lot, it's 15-to-20% cheaper, right? Again, I know that trucks like this, they get ordered and bought and probably you don't see anything that just happened to be available that wasn't new. I know that sometimes there's certain costs in terms of putting certain equipment with compatible equipment, things like that, but I would assume that again we look at that now. Again, in some of those cases, if you kept tabs on some of those things, you might actually see something come up; that you maybe weren't planning on replacing

something, but instead of \$350K you might be able to get something 2 years old for \$200K or something like that or something along those lines.

Ryan said I would say for this piece of equipment, it's pretty hard just because it is so specialized, but yeah, for sure, pumping trucks or things like that, they do come up, and we follow those and look at those options.

Ryan stated there are a couple more of the bigger-ticket items that I want to hit on: The brush chipper, that's what obviously we're pulling behind our equipment to do that work. That's used by everyone but it's under the Streets Division because of Forestry, but Parks is using that heavily, and even Utilities. So, that's just a heavily used piece of equipment, same as the asphalt patcher. I believe that asphalt patcher was a used truck at the time; so, we ordered it and that truck was actually used when we bought it. So, that is like one of Gary's main pieces of equipment, that's how he patches the roads in winter and spring, not so much summer. Those are more heavily used, those are different; that Vac truck is just for emergency use and is not used every single day.

There are a few smaller items, that stand-up mower, especially how we're mowing all of our roundabouts and all of our hard to get to areas. There's a plow for pickup 1003. Then 2 other vehicles: A vehicle for inspections and a vehicle for building maintenance. The building maintenance one has been around and has been looked at with other budgets and approved, and it was just delayed, so we're looking to bring that one back. We're using a vehicle that was replaced with an old van, it was like a seasonal-type vehicle that we brought back into the fulltime fleet, so that equipment is quite old.

Council Member Thiede stated again, something like that, does it really have to be a new one?

Ryan replied I think we could look at it; there are more readily available like that, but we definitely can explore those options.

Council Member Thiede asked what makes a Malibu \$45K on a vehicle for inspections?

Ryan replied I don't know if it's going to be a Malibu, when we replace it, what it's going to be, it could be a Ford.

Council Member Thiede asked but it's staying that amount?

Ryan stated yes. You'd be surprised, we used to get good State contract pricing, and we're basically paying what a consumer would pay for a vehicle, which is frustrating. I mean, that is a huge impact to our budget; like ¾-ton pickups, we don't have any this year, but that's our bread and butter, right? Public Works, Parks, you name it. We used to get those built out for \$40K, and 4 years later, they're \$70K; so, I don't know how you put a price on that, we have completely lost our cost savings with the State contract. I don't know if that'll come back, I hope that'll come back, but that's hurting us pretty badly. That Malibu we did push, so that was in last year's budget, and we told Emily you're not getting it, so that's why that one's back.

Council Member Thiede stated I can see an SUV being \$45K because you pay more for an SUV, so I can understand that.

Council Member Olsen asked Ryan on that asphalt patcher, the one that we currently have, I remember when we made the change to that. You're going to have to remind me, but didn't we upgrade to a unit that enabled us to have less manpower in terms of who needs to actually work the program. Because at one time, we had a pull behind.

Ryan stated that was the paver, and now we have the track paver. But this was something where before I think you had the tractor, Gary, you were doing that out of a truck.

Gary stated with the trailer, you had to literally shovel out of it. So, to save their backs, it was killing their backs, they had to dig it out of there; so this one belts it out.

Ryan stated we are looking to switch to an auger, because we've seen a huge expense in the belts.

Gary stated 3 years ago we finally had to put in a third belt, we put in a new belt, and even back then it was like \$30K for that belt; I can't imagine what they are now. We will switch to an auger, which is a lot more dependable, less maintenance, and it still will auger it down to the level where the guys aren't lifting it over.

Council Member Olsen said so my point in asking is, is there such a thing as a piece of equipment of that nature that's going to enable you to have less manpower; hence, you have a labor savings, potentially, or you can reallocate the labor, or is that not necessarily the case?

Gary replied not necessarily because you still need to have a driver and we need the people to put 1-to-2 shovelfuls.

Council Member Olsen asked and then you have a spotter, too, right?

Gary replied, yes, we plan it for like when we do work on 80th Street with a spotter behind, lane closures, whatever. I think the biggest savings is to possible back injuries. This puts it where you want it, right to the ground.

Council Member Olsen asked and you said there's also some potential savings in terms of ongoing maintenance depending on how this thing is built?

Gary replied versus the belt driven, yes.

Ryan stated I'll say that's one thing that's good to point out. We're not just sticking with the same equipment because that's what we always did; we're comfortable switching to an auger, which is going to save ongoing maintenance costs.

Dockter said and if you want to talk efficiencies, too, Justin, maybe Jim can head out in a 60-foot mower and how that kind of enables you guys to use 2+ small mowers and use that big mower, we can get it done a lot faster.

Jim said yeah, when you compare a 60-foot mower with the speed they can cut at, and that's just the overall acreage they can cover in a day; basically, one 60-foot can almost replace 2 11-foot, not that we're looking to do that because we need both. We still need to be able to get out there and cover; we're looking at different options potentially with the mowers. We're looking at maybe looking to see if a tow-behind one would be better with the equipment we have, tractor wise, which would be a large savings for that. We're trying to come up with the best options in that to definitely see what really works the best.

Council Member Olsen stated thank you.

Ryan stated I'll jump real quick to 2026. I maybe won't go through every vehicle, as there are a lot; as Brenda mentioned this list is large, probably something that will have to be managed going forward, but just from what we've pushed from 2025 that was planned I believe in the FMP:

- Vehicle for Fire Marshal, pushed;
- Snow sidewalk machine, pushed \$225K.

Ryan said that one I want to hit on. We have a Bombardier now, and we're trying to go away from that because this is a track piece of equipment and it's not very effective for what we're doing. So, we're looking to go for another trackless or older, whichever one we go with. But those are \$225K, and we need those because they're narrow enough to fit on 5-foot sidewalks. Actually, what I would like to do, because that was a switch from 6-foot sidewalks to 5-foot sidewalks, probably 10, 15 years ago; what I'd like to do is go back to 6-foot once we get to like a new area in town, right? We're not going to mix and match sidewalks with the neighborhoods. So, once we move east of Keats, we'll be looking at a 5th sidewalk route, let's say; if we go to 6-foot, we can look at buying a tractor with attachments and you're under \$100K, instead of \$225K, to do the same job.

Council Member Thiede said that's an asphalt and trail kind of one, not the concrete.

Ryan replied, no, concrete sidewalks; Council Member Thiede asked concrete sidewalks in front of the houses? Ryan replied yep. So, right now, they are 5-foot and those are the standard, but there was a time when it was 6-foot, then it went down to 5-foot, and that's the type of equipment we need to remove snow from the 5-footers. If we go back to 6-foot, which is what I have in my neighborhood, I actually like them a little more, there's more room for folks. Like I said, it's under \$100K for a tractor with attachments, so that will replace the need for these because we have enough 5-foot sidewalks, we need 4 routes for that, but moving forward, we can reduce that cost. Other ones push with a tractor for parts and a plow, separate plow for a different tractor, a different utility vehicle with attachments, so that's that same older trackless assigned truck; so, our large vehicle that we do the sign placement with, there's that dump truck, that single axle that we moved from 2025 into a vehicle for Rec. So, those are all pushed from 2025 to 2026 to kind of make this budget year more manageable. But you can see the effect of that pushing, and now we're over \$3M for 2026.

Ryan asked if there were any questions.

Mayor Bailey stated I was wondering when you were going to put that aerial service truck in there, because I know every time we talk about, whether it's banners or décor, so your goal is to do that in 2026?

Ryan replied so, we actually own 2; so, there is 1 in the budget for this year, which is the Streetlight one. In 2026, that would be the Forestry Fund bucket.

Mayor Bailey asked so there is 1 in the budget? Ryan replied yes, and the Streetlight one is requested this year, and that's been a tough one because we have 2, right? But if a streetlight goes down, we must fix it, and that's the only way we have of replacing streetlights.

Council Member Thiede asked what kind of utilization do the Streetlight trucks get?

Ryan replied daily; that's the vehicle for the streetlight maintenance and repairs.

Mayor Bailey added well, it's streetlights and stoplights and traffic signals.

Ryan stated I would say with both of those trucks, it's not every day unless the streetlight maintenance workers get called for something.

Council Member Thiede asked so, with Forestry and the boulevard trees, what would happen if we said we were going to give the boulevard trees to the homeowners and they could take care of it? Because that actually adds up to quite a bit of money, right? Ryan replied yes, it does.

Administrator Levitt said well, one of the concerns is obviously with the boulevard trees we do the uplifting, so the plow trucks aren't hitting them. If we ask residents to do it, most likely they're not going to do it. So, there's the damage that we might incur on our vehicles when they're traveling down the streets.

Council Member Thiede said well, then you tell people that because their tree affects our vehicles, then they're liable.

Administrator Levitt said I don't have a way to assess that.

Council Member Thiede said and then there will be a fair number that will probably be complaining that their tree got trimmed, right?

Ryan replied I would say out of the thousands that we trim a year, there's a handful, but there are certain ones. And it's hard because, again, they're on our property, right, they're on our Right-of-Way; if they fall, they're probably falling on our roadways. So, you would still need that capability just because of all those challenges.

Council Member Olsen said they have a lot of developments, though, like mine, where my front yard tree was my tree, and I didn't even know. I had young Gavin come out to my house one day because the tree was having some issues, some root bearing issues, and he gave me the news with a smile on his face; like, it's not my problem, pal. You're the one that's got to deal with it. He brought Gary along for muscle, but at the end of the day, as the owner, I had to pay for the removal of the tree and all the rest of it; and I didn't even know it was mine, so, I think we have lots of people who are in that same position. They don't know if it's a boulevard tree or they own the tree. Ryan said in the Dunes Estates, there are no boulevard trees in the front yards. And I'll touch a little bit more on that when we get to the Forestry section. We've gotten more feedback from other cities as well on that.

Ryan said Brenda has a spreadsheet on the Equipment Replacement Fund.

Brenda said as you can see here, at the end of 2025, we're down to \$30K in cash in the fund. In 2026, we know that we have \$3M in equipment that we're wanting to replace, but we know that we're going to have to cut about \$1.3M and push that forward or find funding for that. We're okay until 2025, but in 2026, we have a larger issue.

Ryan said there's our 10-year plan, going forward, following that FMP; you can see the spike in these early years, but over time, we're trying to bring that down, and that's really the hard part of it. When you own 170 pieces of equipment, if you don't stay on the schedule, it's always going to compound. It's different than owning 2 pieces of equipment as a private person. If you don't stay on schedule, it's just going to make other years too complicated. Because if we think oh, we can push this plow truck 1 year, 2 years, and you push it to that year and all of that equipment is failing, now what do

you push, right? So, that's why the Equipment Replacement is so important in getting it to a manageable level that we can real plan for.

Council Member Thiede said so, this is what you're projecting as what is in the future; Ryan replied sure, yes.

Council Member Thiede stated and so these costs are based on the standards for the next years?

Ryan replied yes, and I will say this, when you own that much equipment and as you push it, what does that mean, right? Because it always needs to be replaced and what type of an impact? We're a City that's trying to have levy with steady increases; you can't just push \$1M 3 years down the road, because what does that do to 3 years down the road? It may have saved a little bit in maintenance vs. lifecycle costs, but what does it due to that year and that levy when you're done pushing? So, that's where we're really, frankly, it is critical to have those replacements scheduled. I do know for specialized equipment, you can see from the Mack truck, it's 25 years old, so we clearly did not hold to the 15-year schedule; but when you have 50 $\frac{3}{4}$ -ton trucks and however many cop cars and 14 dump trucks, it's a compounding impact that we started not following a schedule.

Council Member Thiede said I think it might be interesting to see like a graph, just like the overall equipment maintenance costs.

Administrator Levitt asked maintenance or replacement? Council Member Thiede replied maintenance.

Ryan replied for maintenance, we can do that, and I don't know if PubWorks, if that goes back 10 years. That's where it's easier to pull. But, yeah, for 10 years, I think we can pull that information up.

Council Member Olsen stated speaking of maintenance, one of the things that you guys have talked about and maybe Dennis can talk about this, so if I'm ahead of the curve, shut me down. I know that your shop reconfiguration, that's been a conversation. The idea is to be able to increase our capability to do that maintenance internally vs. having it contracted out or taking equipment out of service and send it someplace. I know we have some equipment that we send to Red Wing. So, talk about either now or when you get to that place, talk about what that's going to do for us relative to keeping that equipment in service faster, the efficiency of doing it inhouse vs. outsourcing, etc. How do we help you with that? What are you going to need to make that happen? Because we're adding stuff all the time.

Ryan replied yeah, and they really do go hand in hand, right? All the equipment, the ability to maintain it, and we can talk more later if there are more-detailed questions. But just a snapshot, because we can go back to 2014, the last mechanic was added in 2000, so about 24 years ago. But since 2014, all work orders went up, from 947 to 1,600 the last year. So, a steady increase in work orders, and then the inhouse work orders, what is our staff doing, went up from 878 to about 1,200. So, over that same 10 years, we can't do 1,600 work orders inhouse, that's not possible, but we had an increase in our workload, internally, of 35% over 10 years with the same staff. So, we

really want to look at that because I know that was a question of efficiency and how are we doing. I think we have done a great job managing the heavier workload, but that's what our goal is; and that's why we don't show the full costs of the mechanic hitting the levy. We're not going to create more repairs by adding mechanics, right? We're looking to bring those repairs back inhouse because our rates are lower than outsourcing rates as we looked across the board at heavy equipment to light vehicles. That's what our goal is, to bring that more inhouse and then having the space to do it. So, that's the shop modification with a portable lift; someday we're going to leave Public Works and we don't want to put in an inground lift that has a 25-year life, so these move locations.

Council Member Olsen stated so that's what you're going to do with that half of the wall space, get a portable lift. Because, realistically, that's going to save us not only time, but money to be able to service that equipment inhouse and return it faster.

Ryan said I think we feel really comfortable with that \$500K because our goal is to actually manage it in-house, so not have a general contractor. Between me and Adam we can make that happen, rather than having our taxpayers pay this; it's pretty straightforward, the block work, the HVAC, and some of the electrical, so we can actually manage that inhouse instead.

Brenda stated in the FMP, the equipment replacement levy will be \$1.7M in 2030. So, we'll get there, but it's going to take a little bit of time.

Administrator Levitt stated just as a reminder, if you wanted to add any info back in, the bottom 3 are on the charts, just to show you what the impact if you wanted to add those 3.

Council Member Olsen stated oh, you're talking about the ones that we pushed to 2026? Administrator Levitt replied correct, if you want to move those forward.

Public Works

Ryan stated I'll get into our regular Public Works budget. I know equipment is a big one, it's always a big cost, and there's lots to talk about. I'll try to move through these, and I'll touch a little bit on many events, kind of what we do as Public Works in each of the divisions. You can see under our service areas, we do a lot; any type of maintenance work, other than Parks Maintenance, that's under our umbrella: From streets to plowing to all the different utilities that we operate as a City, to the internal work that Adam manages with fleet and building maintenance. So, it's all encompassing, and we also have engineering.

We have all the maintenance, and we have engineering, and we're doing that long-range planning, working with the Community Development Department, working on new developments, and also our street reconstructions as well. So, they kind of have a mix of maintenance, rehab, and the new construction.

Overall Department Overview for the General Levy portion of Public Works: City Hall Building: There's no staff tied to that, it's just the maintenance and operations of this building that Adam manages. Engineering: Is in the levy, but I will say that's more of a self-sustaining fund because they have the engineering fees from public and private projects that do cover the costs of that fund. Public Works Admin: That includes myself, Gavin, and the 2 secretaries at Public Works, along with all of the maintenance and

operations of the Public Works building. So, that's why that number is higher than just salaries, it's an aging building with all the utilities and all the base costs. Street Maintenance: That's Gary's area, and a large part of that is obviously the patching and asphalt thin overlays he does. Traffic Signage: That we do inhouse, as Council knows, including all the making of most of our signs, except for County signs. Snowplowing: Everyone's doing the plowing, so all the Utility Division, Parks, and Forestry, they are all part of that plowing crew in the winter.

Public Works Accomplishments and Goals:

- East Point Douglas and Jamaica: We're really getting close to wrapping that up, we're really excited, I think it's been working well. I just went out to Taco Bell today at lunch, and there's a wraparound on that side U-turn with the roundabout, and I followed a semi that did it, so it all works well. That's an exciting project to have done.
- Working on our 10-year plan for Pavement Management, Mill and Overlay, and Thin Overlay, which I have placed in front of the Council.
- We achieved GreenStep Cities Level 4 and 5 again for a second year. I know it's just hard to get an increase every year and if we could do it in back-to-back years, and we did, so that's exciting.

Council Member Thiede asked what is a GreenStep City again?

Ryan replied a GreenStep City, it's not even funding, they don't give us money, but the goal is we have initiatives that may save the city money because we're looking at reducing vehicle miles traveled or different things; there's different criteria, some of it is more Citywide, how much solar power is in your community, carbon emissions, all those things.

Council Member Thiede asked so it's more of a recognition? Ryan confirmed that. Parts of it can save you money if you can improve adding to your average fuel mileage in your gas vehicles, that is one.

Council Member Olsen stated you can also qualify for certain tax credits based on the level of GreenStep City you are. Dave, I don't know if you remember, but when you and I worked together on the construction of this building, one of the benchmarks was a GreenStep City, we wanted to achieve a certain level. Jennifer, you might remember.

Council Member Thiede asked when we were working on this building?

Council Member Olsen replied yes; we wanted to achieve some things that would give us GreenStep City recognition and simultaneously we got to get some tax credits from Xcel Energy, too. So, I mean, it's good for the environment, but it's also a good budgetary thing to have.

Council Member Thiede stated yes, that's good.

2025 Goals:

- Completion of the Low Zone Water Treatment Plant: Commissioning of that plant late next spring, so that will be good. We actually have the treatment vessels coming next week and the Tilt-Up panels the second week of August, so it's really going to look like a facility after that.

- Kicking off our Safe Streets and Roads for all planned development; that's where we're applying for this Federal grant, I think about \$250K, that's an 80-20 match. By doing this, you identify where we need upgraded crossings: By Pinetree Pond, by Pine Hill Elementary, anything that can be a safety improvement, and then you can really help apply for actual grants to fund that. So, you have to spend some money here, but there's actually funding that you can get from the State to cover that 20% cost. So, our goal is actually to have no cost to the City to develop this plan, and that really helps us out when we're doing grant applications for actual construction of those safety improvements in the future. Jennifer noted that was the email that Ryan sent from Adam.

Mayor Bailey stated on the Transportation Advisory Board (TAB), a part of Met Council, that money that we're getting from the State now is kind of a separate bucket of Federal money. So, we just approved I don't know how many hundreds of millions of dollars Federally, but every year now, we get I think it's around \$150M to use towards things like this. So, to your point, we talked about this program as a guide to help us decide which community should get funding in the future for those projects. The fact that you're implementing this is going to be good.

Ryan stated that's why we're really thinking ahead, right? We have to work now to really help save the City money in the future.

- 100th Street: We really have 2 components of that, we're really working on that design work that we do with the County. They know that we have to work on that final design to have that prepared so we can use the Federal funds that are earmarked for construction in 2026-2027. So, that is big, and then we're aggressively pursuing funding, obviously the City to close that final funding gap of about \$20M, which is the Federal grant that we're applying for.

Engineering

There are really no major changes to this, as we had a dedicated City Engineer position added in 2023 when Amanda Meyer was promoted. Really the only thing we're looking to do next year, which isn't a budget impact, instead of having just more of a dedicating Engineering intern is to have kind of half GIS, half Engineering. GIS was added to the City as more of a program 2 years ago, it's been amazing, and there's more work than Eric, our GIS Technician, can handle; so, we're looking to get him some help in the summertime with more of a student who has some training. It's called Geographic Information System, so it's all in mapping; so, we can create maps. We have a map that shows all our City infrastructure, all 180 miles of watermain, sewers, storms, all the manholes. It's really about tracking all your assets, but then they can work with Community Development, and I know they work with the Police quite a bit, too. Council Member Olsen stated that will help with work orders, too, right? Ryan replied exactly, so that's our next phase is really getting that tied into GIS for work orders.

Council Member Thiede said one of the things that might like to see on here, maybe just for comparison, too, is what we actually paid like Stantec and engineering firms over the years just to see how that tracks also.

Administrator Levitt asked in the past, historically? Council Member Thiede replied yes.

Administrator Levitt stated we would need to break it down by development because development pays for all of that work. Council Member Thiede asked but is it all developments?

Administrator Levitt replied yes. Ryan stated I would say it's all tied to development or design of large projects, which the City would never take on; or, it's specialized work, so, it's like those big traffic signals that we can't do with Gary, and with stormwater. It's in the actual engineering budget, like in outsourcing, is only about \$40K a year for work that we couldn't otherwise do, let's say. Really, it's specialized; you need to be a city like Minneapolis or St. Paul to have traffic engineers, stormwater engineers, and water resources engineers. When it comes to the large projects, that's just breaking it with the City or the County, even Washington County doesn't do inhouse designs. So, that's really what they're doing, so, we could pull that, but.

Administrator Levitt stated but specifically for GIS; Ryan said oh, for GIS. Administrator Levitt stated that's what he's asking. Council Member Thiede stated well, not just GIS. I mean, I look at the checks they get paid and I notice that they're large, \$13M plus a year it appears. Administrator Levitt stated yes, but we don't pay that. Mayor Bailey stated that's development. Council Member Thiede stated well, I understand, but if you did that, I'd kind of like to look at those details, you know.

Mayor Bailey said, so, if I look at what GIS is to that, if you look up there on the screen is the contractual event what we're basically talking about? Ryan replied yes, contractual.

Mayor Bailey said so it says \$112K in 2023 is what we paid; Ryan replied that's for more work that couldn't be charged to something else.

Brenda said that includes the \$28K for our IT Allocation, and Engineering was \$76K; so, we were without an engineer for part of the year, we kept the vacancy.

Ryan said yes, we had the vacancy in the City Engineer position. Mayor Bailey said so that's what made up that work, which Ryan confirmed. We had to contract out because we didn't have an engineer here, so. Ryan said and we are so tied to it, as in some cities you'll see more Project Managers, maybe, but our workload varies so much it's just not steady enough where you'd probably have to lay them off during downturns if we tried to take some of that project management work on.

Council Member Thiede stated and the other reason is at times is, like you say, there's different specializations, and it's not just an FTE, it's from different fields.

Ryan said yes, it's really that design work, cities are not set up to design and manage projects with that detail.

Public Works Administration

2025 Goals:

- We'll have our Public Works and Parks open house.

The big thing on this is it's an aging facility; so, building maintenance costs that continue to go up and utility costs, obviously. Those are leveling out now, thankfully, we're all seeing that, but those spiked quite a bit in the last 2 years.

One thing I do want to make note of, because it looks dramatic, is those contractual services. So, in 2024, you can actually see how it went down; we were really using

sewer, water, and streetlights in-house down there, so they should pay part of that. They're moving to a new facility so they cannot pay part of those contractual services anymore, so that must be borne by the remaining divisions, which is mostly levied, except for stormwater. So, that was the plan, we knew that was coming, and that's why you see that jump; it's not that the contractual services are going up, they just have to be fully picked up by the other divisions.

City Hall Building

This is just maintenance and operation of the building. There are a couple items that we probably will have to revisit in future years: Sealing that garage door down in the basement in the Police section, and then replacing the carpet. This carpet now is actually 12, 13 years old, and we can't get the carpet tiles anymore as its been phased out. So, that's something that we're not asking for this year, but it's going to come up to revisit in future years.

Ryan asked if there were any questions on Public Works Administration, but there were none.

Streets Division

Ryan said our Streets Division is Gary Orloff and Monique; services in that division include snowplowing, street maintenance, traffic signs, forestry, and then also stormwater. So, one of the utility funds, Stormwater, is operated by Gary.

2024 Accomplishments:

- We didn't have much snow to plow, but we implemented the 14th plow route, and we finally got those new dump trucks.
- We'll continue to enhance our stormwater maps in GIS. We're really working on that, Mike Weber is really going after that, working with Eric, our GIS Technician, to really enhance how well they can do business because they're tracking everything so well in the stormwater and GIS.
- We're doing a good job repairing potholes.
- We switched to a spring planting of boulevard trees, instead of fall, trying to get a better selection of the products. In the fall, we were finding we were kind of getting the last selection of trees for the contractors to plant in their inventory, so we're looking at better products in the spring.

2025 Goals:

- We were really thinking, this is the kind of down and dirty of maintenance, but we're getting back to tuckpointing 20% of our catch basins on a rotation of 5 years. So, that's actually somewhat done, the catch basins, using a bucket of mortar and just sealing up all the cracks. It's very basic, but what happens is if we don't do that, over time it starts sucking the sediment in, and then all of a sudden the road collapses; then we're spending \$10K-\$15K to fix it. So, it's maybe not necessarily extending the life of the catch basin overall, it's still going to have to be managed with pavement management, but we're trying to avoid those extremely costly failures of our catch basins.
- Using more of our street patcher for street repairs.
- For asphalt, we'll talk more about this later, but with the Mill and Overlay Plan, part of that was actually being able to reduce how much asphalt we had to put

down and how to create a better lifecycle cost of our roads. Gary used to put down upwards of 3,500 tons a year, and we're down to 2,000; that's been planned, and we've actually been able to manage the price increases of asphalt over the last 3-to-4 years as we reduce our quantity that's placed. That wasn't something at our detriment, that was a planned reduction, but we are down to a 2,000-ton program for 2025. So, that ability to reduce that quantity, we kind of laid that out; so, if we do see more cost increases in the future, we'd have to look at more budget additions to maintain that amount.

- Continue to work on our school zones and having good painting with our Traffic Signs division.
- We're looking to train more backup plow operators for our large plow trucks.

Like I said, for Streets, we're just managing those asphalt prices over the last 3-to-4 years by reducing the quantity, which was a planned quantity reduction following our new Road Maintenance Schedule, but that's about as low as we can go. There are no other real changes for this year. We're not looking for staff, as there was a staff member added last year so we're good.

Traffic Signage

There's really 1 FTE in here, but there's seasonal to help with painting in the summer.

One thing we're looking at, no budget adds this year, but we want to look at it in the next year, and analyze for 2026: All of our signs have retro-reflectivity, and there are standards that you have to maintain that. We're looking at buying an actual device that measures the retro-reflectivity because if we don't, we're either replacing with pavement management, as a standard, or replacing every 10 years. We think we can get more than 10 years of life out of these signs, so we're looking to save money by getting this new device so we can actually make those signs last longer. Now that we're using GIS so effectively, we can manage that; we can track in GIS when a sign's replaced, and how old it is. If it becomes more of a, I don't want to say a hodgepodge, but right now it's a rotation going around the City, and we can manage that with GIS now. So, that's something we'll look at in the next year.

Snowplowing

The salt spike is steady going into next year, which we expected because there's plenty of salt sitting down in South St. Paul, so our shed is full to the brim. With the salt budget, we really remain the same for next year at 3,000 tons; this year is where we'll see cost savings because we can't really buy more salt this year because there's no place to put it. We need to maintain the 3,000-ton budget going forward. It kind of ebbs and flows, we have a light year so then we have a full shed, and then we must plan for hopefully a heavier year. Just one thing, we had a 300-ton salt increase, we went from 3,000 to 3,300 last year, that was not approved. It wasn't an issue because we had no winter, right? But I think that's something we have to look at 2 years down the line because we have enough salt in the shed that we're going to be pretty good for 2025; but as a growing community, we really maximize how little salt we can use. Without changing our policies on where and when we salt, just because we have more streets, we have to add salt to the budget.

Forestry

Ryan said this was the big one that we spent a lot of time analyzing this year because of just major cost increases over the life of this program. The different things we do: Tree removals: At this point we're really managing inhouse because we're slowly getting down to that Ash tree goal of 1,500; so, there's no more large removal programs happening anymore. Tree trimming: This is the big one, Emerald Ash Borer treatment, which we do inhouse and for which we're seeing costs. We're kind of managing that through some funding we have this year; in the budget there's a 2026 budget addition to go to \$50K for the treatment material that we apply to the trees. Trimming is the main one; I just sent out a memo, on Monday night, so if you didn't have a chance to look at it fully yet, the main thing is the compounding effect we're seeing of tree costs. So, we looked hard at it and we have a 5-year cycle; we trim every 5 years, so we can look back at 10 years ago from the upcoming year, what did it cost us? When I looked at that information, we saw a sevenfold price increase to trim the exact same area 10 years later. So, this is apples to apples, same neighborhood, the cost went from \$31K and next year we're anticipating \$210K to trim that exact same neighborhood. The compounding effect is unit prices have gone up dramatically in some cases, but also as a City, we trim up to under 10-inch trees, that's the equipment we have, that's the training have and the expertise. Historically, we always contract out anything above because we just don't have the capability of doing that. As we're a growing City and an aging City, what we saw over the last 10 years in that same neighborhood, instead of having 1,160 trees to trim, it's now 1,700 because they were smaller trees 10 years ago, and they've grown past the 10-inch category into the contracted. Also, those trees that were contracted grew, so now they're bigger; they might've been 14-inch tree 10 years ago and now it might be a 24-inch tree, so now it costs twice as much to trim. It's really a drastic effect, we've been seeing this creep up over the years, and we have managed that as we've got less Ash trees to remove; there was a lot of money earmarked for Ash tree removals that we could shift to trimming, but frankly, it just isn't sustainable. I don't know how you plan for a 562% price increase in 10 years, that's just not a manageable thing. So, we really need to think outside the box and the answer is to basically go away from planting new boulevard trees in new developments, which I know sounds bad right away because we want a streetscape, we want our neighborhoods to look nice. So, I did some different reviews, we have some pictures, because there's actually quite a few parts of town that don't have boulevard trees; obviously, most of the City does, but there are many homes built in the 2000s, as Council Member Olsen mentioned, that do not. Doing some comparison photos of neighborhoods that had them and didn't have them in a similar era, you're really talking about a tree in the front yard, which might be 20 feet from the curb vs. a tree in the boulevard, which might be 10-to-13 feet from the curb, depending on if there are sidewalks. It really provides a similar feel as you're going through there. The other thing is lots have shrunk, the lots are narrower; more importantly, that front-yard setback went down from 35 feet in 2000 to, in some cases, 20 feet now. So, I've got some photos from Settlers Bluff where they no longer can plant front yard trees because there is not room to plant one as the tree grows. They were mandated to plant boulevard trees, so that's what they did, and those 2 trees are in the back yard or in other areas of the neighborhood to make sure they met all of our tree

preservation plans. So, you have that issue, but then here's a photo of a tree about 8 feet from a streetlight; over time, that's not going to be a manageable situation. My other fear is we know down the road when we have major reconstruction of roads, those boulevard trees quite often need to be removed in full when there are utility replacements. When you have front yard trees, you have older neighborhoods that still have both, you have front yard trees with still a wooded feel. If you have a neighborhood like this, all the trees in the front of the property will be gone someday when there's a full replacement.

We also looked at other cities, and there were only 2 that we heard back from at the time: Rosemount does not do boulevard trees anymore, they do a front yard tree, standard. Woodbury is still doing it, but they're assigning maintenance of those new trees. Two of them were an HOA, and I have concerns with that because it's in our roadway, so are they going to do that and what's the work effort to try to make them do that.

We also heard back from Inver Grove Heights and Apple Valley, we just wanted to reach out to growing communities: They just don't do it, they prohibit trees in the Right-of-Way because of all the same issues that we're seeing. They also have a legitimate concern, as we do: If it's a 9-foot boulevard, that's better because that's when the trees started growing back in, but when you look at where that tree is; on Innsdale, Gary just spent \$50K for an older neighborhood, and the trees had heaved the sidewalk and every home. It was a massive cost to remove the trees and fix the sidewalks. So, it is a challenge to have those trees when you also have sidewalks; that was the one situation where we added sidewalks to every neighborhood, and that's been a challenge down the road.

Ryan stated I talked a lot with Emily about this; obviously, Planning is a big supporter of nice-looking neighborhoods, but they would be supportive of that as long as we're maintaining the number of trees. It's just shifting where that tree is from the boulevard to the front yard.

Council Member Khambata asked have we been able to discern any cities with older neighborhoods, like Roseville or Maplewood or St. Paul, and kind of see. I know as I'm jogging my memory, I can think of many roads in St. Paul that have taken down boulevard trees because they hang low. You can see that the garbage trucks are just like blasting through the canopy as they go through. Also, like riding my bike, the way the curbs and the sidewalks are disrupted by the rib systems. Were you able to survey any city that's dealing with kind of like an aging population of trees?

Ryan replied we haven't done that yet, but we could. We could certainly reach out to them. We focused more on these ones.

Council Member Khambata stated I'm curious what their policy shift is regarding that, because that's obvious when you go block to block and street to street, that becomes a large line of them. I mean, there's benefits to not having them in the front yard because the roots end up in the mainline sewer and it causes I & I issues and then we get hit with that on the Met Council side, too. So, I mean, there's other benefits to not having the trees in the front yard.

Burfeind asked the front yard or boulevard?

Council Member Khambata replied well, either. It's like placing it far enough away from the other infrastructure because the gas line and the water line and the sewer line all kind of like run up adjacent to the driveway. And to his point, when the front-yard setback is reduced and the side-yard setback and the lots get narrower, there's less and less space for those trees to be, without them disrupting that other infrastructure.

Ryan said and that's a good point. I think when we had up to 85-foot-wide lots in the past, you could plant a boulevard tree or a front-yard tree away from the sewer and water service because you don't want the sewer and water service under the driveways for a good reason. Now you can't, now it's smack dab right on top of the water and sewer services.

As I said in my email, we're not looking for a final answer, I mean, it would be easier to go to this; but based on what's happening with new development standards, I think it would be a lot better shift than it would have been let's say 20 years ago. It really was 20 years ago, in 2000, when they weren't being planted and it's all front-yard trees. If you drive those neighborhoods, I think they still have that same feel.

Council Member Olsen stated I mean there are benefits to the urban forest, that's why forever and ever and ever Planning has required or at least encouraged that sort of thing. And I think to Tony's point, if you plant a front-yard tree vs. a boulevard tree, you certainly have less impact on some of the infrastructure, but that doesn't mean no impact; because as that tree gets older, the eventuality is there's going to be some sort of impact. The biggest concern I would have is depending on who's going to be responsible for maintaining those, are they going to get maintained properly? If not, what do you do about it? What is your ability to hold whoever is responsible accountable for doing what they need to be doing. I don't know what mechanisms exist to do that, so maybe when we kind of dig deeper into this, we can talk about if there are any.

Mayor Bailey asked are you talking about the tree that would be in their front yard vs. the boulevard? Council Member Olsen replied yes.

Council Member Thiede stated well, they would own it, then. Mayor Bailey said it would be theirs. Council Member Thiede said I think one of the good things we've done to promote an urban forest is like giving them the trees on Arbor Day. I mean, probably 6 of those trees around my yard are Arbor Day trees that I got and planted. Obviously, you've got people that are going to be good about taking care of their yards and their trees and people that aren't. But if maybe it's a tree that's given to them or somehow when the house is built, and it's on their property and it's not in the easement, then they're responsible for taking care of it.

Council Member Olsen said yes, and I agree with it, but the question is what if they don't? Council Member Thiede said well, then they don't.

Council Member Garza stated that's what I was going to say. In our neighborhood, we have some very mature trees, and my neighbor doesn't take care of his trees. He doesn't cut his trees regularly so that it doesn't come over to us, but he doesn't care. And it's his tree, it's not a City tree or anything, and right now we have into the back yard cutting down the trees because they're working with the powerlines. And, so, maybe he should not allow those trees to grow up close to the powerlines, but they are. But I believe last year my neighbor got charged for having the City come in and cut

down the trees in the back yard because they were so close to the lines or to the poles or something.

Council Member Khambata said it might've been Xcel, Council Member Olsen said yeah, it was probably Xcel.

Council Member Garza stated but they're not being held responsible for doing that.

Council Member Olsen stated and that's what I'm asking is when we do dig into this deeper, can we get some insight into what, if any, ability we must hold people accountable for maintaining what they would ultimately be responsible for as the owner.

Ryan replied yes, we can do that. I think at this time on the surface, I keep referring to those boulevard trees because we wouldn't want to require that, right? That would be new to require for energy, but historically, they were there. So, that's why you had a boulevard tree and a front-yard tree and probably a couple back yard trees. So, they are there today, it's just, and that's where it sounds like removing trees but it's actually because the lots have gotten smaller; if you take out that boulevard tree, you will still have 3 trees on the lot, but the lots are half the width, so you actually have more trees in your neighborhood than you used to.

Council Member Olsen said Les always said he didn't want to decrease the road widths and look what it brought, so.

Ryan said we can investigate that. Certainly, after we get through budget, and we can kind of shake off all these meetings, we'd be happy to have a workshop before or after a Council Meeting to talk more about this.

Council Member Olsen said yes, it's a good topic to dig into for sure.

Ryan said and we don't need an answer right now because we would never; this is something that we'd want to implement in a new calendar year, especially with the new developments and things like that.

Mayor Bailey asked was Planning looking at still requiring the front-yard trees?

Ryan replied yes. We would want to be very clear to keep that streetscape and the number of trees, but like I said, we're not going to reduce the number of trees in the neighborhoods, but we're making sure 1 of them is in the front yard.

Mayor Bailey said to your point, I think if you say, yes, remove 1 of the trees, you don't do a boulevard tree anymore, but you do 1 in the front yard and then wherever else in the back that you like. I just know that my one son up in that newer development, up by Oltman, he has 1 between the street and the sidewalk, in front of his house. I don't know how, if it gets big, it's going to pull up the sidewalk, and that's what you're seeing in St. Paul. Council Member Olsen said yes.

Council Member Khambata said and that's not just in St. Paul, but any community that's got houses that are more than 30, 40 years old, you've got to do a 30- or 40-year maintenance for your own tree, and it's got an 18- or 24-inch trunk. Those roots are just, yeah, it's just buckled, the whole street is buckled.

Mayor Bailey told Ryan so you bring that back to us. I'm going to throw kind of an extra thing out there since your message of EAB is up here, so, 2 things: 1) I do know in talking to our Representative, Rick, he said that there's all these different funding sources out there now for EAB treatment plans and also replacement trees. I could probably send you a photo. Council Member Olsen said yeah, he's the author of one of

the Bills, which Mayor Bailey confirmed, and said he recommends that we go after it because he believes that we just; there also might be some, I'm not saying it would reduce the budget, because we don't know, but if we don't end up having to spend it, that's good. 2) As you talk about these trees being not on the boulevard, and you've heard this from me already, we've got to find out what other cities and that are doing about all these dead or dying Ash trees that are on the lots around these properties. I mean, I know where my mom lives, all of them behind here and next door, they're big, and they're dead. At some point, the wind is going to come by and it's going to fall on somebody's house or car or whatever, it's just going to happen, and I'm just talking about her neighborhood.

Council Member Khambata said maybe they're contracting with a tree service, kind of like how utilities do, when tree services are coming through to clear the utility line, since they're there, they'll offer like a discounted rate to address other trees. So, it's like coordinating it with the City.

Mayor Bailey said I don't disagree with you on that, but I'm going to, I want to see what we're going to hear.

Council Member Khambata said and doing that we can try to mitigate the cost to the homeowner somehow.

Mayor Bailey said I know when I had a couple trees taken out of my yard last year, I think it was over \$5K, so there are many people out there that aren't going to be able to afford it; and it's not because they don't want to, it's because they can't.

Council Member Thiede said the question is then do we strike up some contractual deal with some tree removal that could, if they got like a City contract, then the people can buy it through them at a discount to come and take the tree out. Because they know they're going to make it up in volume.

Administrator Levitt stated I think, Gary, to the mayor's point is you'd almost have to provide like a deferred assessment option to say you could have 5 years to pay for it. Because I think you're right, the cost to remove the trees are going to become so cost prohibitive that residents can't do it. So, even if we saved them 15-or-20% of the overall expenditures to probably take it down, we would have to set aside money to enable a program for that.

Council Member Olsen said maybe that's a conversation with Rick Hansen; Mayor Bailey said well, I had that conversation with Rick, who said the problem is if they allow that, then St. Paul and Minneapolis would take all of it. Council Member Olsen said that's a very good point. Mayor Bailey said he said so they would scoop up all that money very quickly, so it would be difficult to do that, other than saying hey, we're going to help the treatment or we're going to help replace trees that are being taken out because of EAB.

Council Member Khambata said from a homeowner's standpoint, the cost benefit is, if a tree falls, is it going to cost me more to deal with it later, in terms of my deductible, than it is to cut the tree down now? So, if it's cheaper to cut it down than pay the deductible, somebody will do it if they have the money. So, West St. Paul has a sewer line deferment program; that might be something to investigate if we're finding a way.

Mayor Bailey said well, and that's what we talked about, different options. But if we're going to kind of get into the discussion of boulevard trees and that, it would also be good to bring up maybe what is something, I don't know.

Ryan said there were certain elements of that alone, they're everywhere. Mayor Bailey said you go everywhere, you drive into every community, and it's bad. Ryan said obviously now we're hitting the commercial areas hard, but that's more manageable. I read some quick numbers one time, and it's probably \$10M to remove every Ash tree, so it's a huge amount.

Council Member Garza asked do we offer some type of a loan through the City for like home improvements?

Mayor Bailey replied not yet. Council Member Olsen said yes, we're discussing some things. Council Member Garza said okay, I thought I'd heard it in a conversation.

Mayor Bailey said it's with the HRA and the money that we get from the County.

Ryan said one of the benefits of having a City Forester and Public Works management, obviously, they're creative. I would say it would be a big partnership with Community Development because when you're talking private trees, it's Code Enforcement that really has the authority right to say if it's a dead or a diseased tree. But certainly, we're the tree experts on how we do things; so, I think we can reach out to other communities and see what they're doing. Mayor Bailey said good, that's all I'm looking for; Ryan said yes, I'll do that.

Mayor Bailey said the last comment I'll make is if you look along where Jack Germo is down there, all those trees along the back are all dead; and some are in the powerlines, some are not, but they're in those residences' back yards, and it looks ugly. And I'm thinking that would be expensive for them to be able to pull those buggers out of there, so.

Council Member Garza stated I think 1 of the trees tipped down there since last year. I remember that and it's been down there since. I think it's still sitting up with those stakes on it right now. I remember thinking they never could afford to fix it themselves.

Ryan said so, we'll work on that. If we can bring all that back and talk about it in a workshop, that'd be good.

Public Works Special Revenue Funds

Ryan said really quick, I'll talk about our Special Revenue Funds: We have Recycling and Roadway and Trail Maintenance, which obviously is the franchise fee revenue that we just increased last year.

Recycling: Is a very stable fund; this is all County grant money, so every city gets it each year as we try to meet the County's goal for the recycling initiatives. Historically, a big cost for that has been we have the food scrap dumpster at Public Works, and we were the first City in the County to do one of those. Now the County has the in-home food scraps program, so we're seeing less use of our dumpster; that's fine, there are still people who just want to bring it down to Public Works. So, we're not going to get rid of the dumpster because it's still being used. The Spring Cleanup Event is a big initiative of the recycling program and then obviously educational activities.

Roadway and Trail Maintenance: We talked a lot about this last year, with the new franchise fees. Mill and Overlays is 4 miles a year, just over \$1M; Trail replacement is 2

miles a year, \$600K; Sidewalks and curb replacement, Trail Sealing, \$14K, those are things we've historically done even before we did the changes. That's what Gary manages mostly. and the Trail Sealing is through Engineering.

Ryan said I did the Pavement Management map to do these discussions, but it's also the 10-year Mill and Overlay map that we must use these funds.

Mayor Bailey asked who manages the trail along County 19? Is that the County?

Ryan replied well, the County does, but we mow the part that's by Carbone's.

Mayor Bailey said, I just happened to notice when you drive between us and 80th, the trail is not in great shape. So, would that be the County or us?

Councilmember Garza asked how come my section keeps getting forgotten? Council Member Olsen said we need that 16-foot mower.

Mayor Bailey said because it looks bad in there; there's a lot of stuff coming out of the cracks. I mean you can't rollerblade on it or anything like that.

Dockter said we're getting a lot of heat on the one on Hinton, north of 70th Street, too; and the County is going to start mowing in August. They only mow it once a year.

Council Member Olsen said if you want to send pictures to us, we know the County Commissioner, and I can share that with her.

Mayor Bailey said, before I brought this trail up, I wanted to make sure it wasn't ours; Ryan replied no, its not ours. We'll bring that up with the County or however you want to handle that, because it's going to be a while before that road's in place. Normally, it's not that bad, but they must do something with that.

Utility Funds

These funds include Stormwater, which is under the Streets Department, so already discussed, Water Utility, Sewer Utility, and Streetlights.

2024 Accomplishments:

- High quality drinking water, getting all the MCLs and health-based values for PFAS.
- Wells 9 and 11 Ion Exchange Treatment Plants are up and running. It's been a good learning curve, and we're looking at an Ion Exchange Treatment Plant for our second permanent one, so this has given Rick's staff good opportunity to know how we're going to use those different testing standards, different pretreatment standards, so it's been really good to see those running. I know it's a little extra work for Rick's guys, but I think it's going to pay benefits now that we know how to operate that type of facility. That is the first Ion Exchange PFAS Treatment in the State of Minnesota, so that was an exciting thing to do. I don't think many folks thought that we could do it with the temporary methods and we did it and we proved we could, so that was exciting.
- Developing a meter replacement plan. Obviously, historically, we had some big meter replacement programs that were contracted. Rick's been looking at his inventory; we have about 900 meters that are very, very old, and we're looking at more of an inhouse replacement based over 3 years. So, making it more manageable and a lower cost, so that is in the budget, along with both commercial and residential that we want to replace. So, we developed that this

year, which we found as an Accomplishment, and then being able to maintain our sanitary system with 2 lift stations at this point; we'll have the 3rd coming online at Mississippi Landing.

2025 Goals:

- Beginning construction on that Low Zone water tower, we'll talk about that again at the CIP; that's the one that was approved, and we were ready to bid, and then steel prices just went off the charts in 2023. So, things are coming back down. We also redid our Water Comp Plan, so we firmly know and understand that instead of a 1.5-million-gallon tower or a 1-million-gallon tower, it's going to serve that zone; it's actually a little smaller water tower. Just to kind of refresh Council's memory at the CIP, I'll have the renderings of what that's going to look like. Like I said, you saw it 2 years ago, but we want to do that before we take it out to bid.
- We'll begin rotating meter replacements. We looked at how many meters we have, we really should just kind of continue to make it a manageable thing, rather than waiting and must do 4,000 in a year, let's do 300 in a year, maybe 500 in a year, whatever that might be.

Council Member Olsen asked you're talking about the meters in the basements that we did? Ryan replied yes.

Mayor Bailey asked do you know what plots then? Rick replied we have roughly 900 that are going on 30 years, and typically, they're 20-25 years. Mayor Bailey said but you know where they are? Rick replied yes.

Council Member Olsen said, and you get more accuracy, don't you? Rick and Ryan replied yes.

Ryan said going forward, there's probably another 7,000 that are going to start approaching that age that need to be replaced.

Council Member Olsen said we should just be rotating them.

Ryan said so, we must schedule all that work, and that's how we do things now when we have meter replacements and different things. Our front desk staff does all the scheduling, and Rick's crew goes out and does everything.

Mayor Bailey asked what if they don't respond, then Public Works staff will bug you? Ryan replied yep, and we'll send letters; the letters are more dramatic, they've got Rick's signature on them.

- Keep working on our permanent and temporary treatment plants, and then we'll move into that new Utility and Engineering Building, after a lot of work, and we're excited for that in January 2025.

Stormwater Utility Fund

2025 Goals:

- Replace the Sewer Vac truck, half, which we discussed earlier.
- Proposing a rate increase of 3%, and that's just the standard monthly bill for all residents; that equates to 19 cents a month. A 3% rate raise, if you look at the world we live in, Stormwater is 40% labor; so, we looked at what labor increases

are potentially going to be in 2025, that 3% rate increase works, so I think that's a very good place to be. These are funds that are maintaining a system, but you really have to maintain that system.

Council Member Olsen said some of that's just passed through from the Met Council, too. Administrator Levitt replied but that's with the Sanitary Sewer, absolutely.

Water Utility Fund

Ryan said for the Water Utility Fund, we're looking at a 5.5% rate increase. We sometimes like to look at 6,000 gallons because that's really your typical in-home intentional water use; people who choose to irrigate or irrigate more are going to switch to a higher bill increase but that's not necessarily essential use. So, for folks who are using that water in their home, no matter what they use it for, it's about a 54-cent increase per month.

One thing with the green lines, our expenses in 2022 and 2023 include depreciation, but right now we are not capturing depreciation in that rate, so that's something we must look at with future rate studies.

Brenda said we had given you the information on the rate comparisons, this is in the capital. One of the things that I've been looking at, especially in the Water Fund, we're adding so much infrastructure for water treatment that we're just not capturing our depreciation in that fee. So, that graph is a little bit more alarming as we get to 2023 and beyond if we're not capturing that depreciation readily.

Administrator Levitt stated the other thing that I think we need to be aware of is we don't have a set plan on O&M from the 3M Settlement. So, we need to start monitoring that and prepare. Because if we must assume all those responsibilities long term, that's a huge financial burden. At this point, we desperately need that rate increase to ensure that growing fund.

Ryan said and that's where we're really doing as a City; we fought for the most cost effective treatment plant now and in the future. The State is really focused on a 20-year window, what is the cheapest in a 20-year window. Well, you don't design a 100-year treatment plant with a 20-year window. So, that's how we got the pretreatment iron manganese; even though it's a huge cost it also has O&M, and we know we have the most cost-effective plant that we can.

Administrator Levitt stated I think you'll see with the Utility Rate Study, we're still the lowest, which Ryan confirmed.

Council Member Olsen stated I don't know who put that information together, but it's good. Ryan stated yes, it's very helpful.

Ryan said we have a new Public Service Worker, and this one we're not talking about as much because this is fully funded by the 3M Settlement; this is a planned Public Service Worker to operate the new plant. So, we need it, it's part of the State's plan, and it will be fully funded.

We do have a parttime secretary in the Utility and Engineering Division building, so this was looking at some cost savings. We were planning for really a full-time secretary for that new building, but we sat down with our current front desk staff, Utilities, Engineering; we discussed what they did, what is this person going to do, and we feel comfortable with a basically almost like a 75% type employee, which is obviously a

major cost savings from the benefits and just lower hours. So, they'll work basically 6 hours a day, every day, so they'll be there to help the needs of that building, but it's going to take money.

Sanitary Sewer Fund

Ryan said this is the big one, as you mentioned, with Met Council. Met Council makes up 82% of the budget. So, this budget really lives and breathes by the Met Council annual fees to do our sewer treatment. It does have the Vac truck in there, and we're looking at a rate increase of 5%, which is \$1.52 a month. Met Council, if you remember in 2022, they had a 20% increase in their rates; in 2023, they had a 10% increase. Rather than increasing our rates by 20% and 10% in one year, we kind of acknowledge we're going to do that over time with these 5% rate increases because in 2024, it went down to 4% so we're kind of gaining background. Next year it went back to a 5% rate again, but we must be able to assess most of the project, we have to be able to pay that fee and the rest of the budget is labor. So, there's really no magic in this fund, there's two very set costs in this fund. We're still trying to play catch up with those massive Met Council increases in 2022 and 2023.

Streetlight Fund

This is a rate increase of 8%, which I acknowledge is the highest; this is the fund that you know has had financial issues over the year. We do have to replace the aerial truck.

A big challenge we must look at going forward is most of our streetlights are high-pressure sodium, those yellow lights, and those bulbs are being phased out or are phased out. So, Rick's staff is trying to buy everyone that we can, but a bulb cost \$40-\$80, which is much less of a cost than what we'll have to do in the future to replace the full LED.

Rick said by and far, the sheer bad news is the availability online or the company that we normally buy our heads and stuff from, they can't get them. So, we search on Amazon and just try to find what's available, and we try to scoop up what we can.

Ryan said so we will need to do a rate study I think in the next year because instead of doing that \$40 bulb, you're looking at a \$1,500 LED fixture when a light goes out, and we have 100, 150, 200 lights out a year; so, that is a massive impact for a budget with the LEDs.

Council Member Thiede said but the LEDs will last longer, too.

Ryan said that's true, they are, but it's interesting, we've looked at those and over time, we should see that payment, but if in one year we're going from \$20K in bulb replacements to \$300K in head replacements; that fund is going to get hit extremely hard. Yes, over time, it's a 40-watt bulb instead of a 100-watt bulb with a longer life.

Mayor Bailey said when you look at all of our rates, we are like either the lowest or almost the lowest, maybe the next lowest; this is the only one where we kind of stick out like a sore thumb. I know you're going to do a study, but is there something that we're doing differently, or?

Ryan replied there are two things that we must look at: 1) We use the same space, but we must look at what do they manage? Like St. Paul Park doesn't have citywide streetlights, they probably only have a handful, Hastings is the same way, they only have a handful downtown. They don't have a streetlight fee. So, they might be charging their whole city, but instead of managing a citywide system, they're managing very small

business districts, so they can just charge significantly less. Council Member Olsen asked is that because Xcel is doing the rest? Ryan replied yes, Xcel is doing the rest. So, that's the main reason, I believe. 2) We pay for all our traffic signals out of this fund, which I don't think you'll find another city do. There's nothing wrong with that, but it's just you must be apples to apples, as we'll spend money there.

Mayor Bailey replied and that's what I'm trying to understand, what is the differentiator between us being here and everybody else is down around that lower rate; I mean Oakdale is high, too.

Ryan said I do know Oakdale has a full citywide streetlighting system, but they don't pay for their traffic signals out of it; so, that's what we're really going to do with this upcoming rate study is to make sure that we are looking at cities that have a fully citywide system and do they pay for traffic signals out of it or is it through their levy?

Mayor Bailey said to your point, when you do that study, I want to know if they're not taking traffic signals out of here, where are they putting it? Because they have to be taken out somewhere if they're not doing it out of this fund.

Ryan said yes, and what's hit this fund really hard is even the inflation of the new signals has at times come out of this fund as well. I just looked back over the last 2 years, and it's anywhere from \$80K to \$120K in traffic signal costs out of that money from the fund.

Council Member Olsen said there was a time when we were chatting with our friends at Xcel, and I don't remember if we were looking to take their responsibility onto ourselves; is that what it was? Mayor Bailey and Rick both said it was; Rick said it was north of 80th. Council Member Olsen stated yes, and we ended up, I know obviously we didn't do it, but I couldn't recall, do you remember what was the reasoning behind that?

Mayor Bailey said it was the lights, there were complaints with lights being out. Council Member Olsen said yes, and they weren't fixing them, right? Mayor Bailey said yes, and they weren't fixing them. Ryan said I will say that our fee is less than the Xcel fee, and the Xcel fee is just streetlights, not obviously traffic signals like we have.

Administrator Levitt stated I think the other thing, too, is we're seeing an increase in our electric costs. Ryan said yes, a large part of utilities is electric costs.

Ryan said I think this fund is looking better, but it's just more how do we manage this LED conversion now? Because most tops head, as we call it, in most of the towns is \$1,800 or so for that head, for that fixture.

Council Member Khambata asked do you replace the entire mast or just the head on top?

Ryan replied it's just the head. But we have to ask ourselves with the different colored lights, are we comfortable replacing one when it goes out, or do we need to do the whole block so you don't have one white light. That's a big discussion for a different day, but as we get into this rate study and understanding costs, we'll have to have those discussions.

Council Member Olsen said at the same time we had that Xcel conversation, Rick will probably remember this, but we had a business come forward and say that they would essentially retrofit all our lighting to LED at one time for a specific price. Again, obviously we didn't do that, but I don't know if those sorts of businesses exist. I know at

that time there were a lot of tax credits being handed out for that kind of work. Now, I think it's just become sort of a normal course of events.

Mayor Bailey said that's because the other ones are phased out, and you can't get the right light bulbs.

Council Member Olsen said so, I don't know if that's something we can do, to look into with that sort of thing. Ryan replied I think it should be because back then, that was very early in my career, but the benefit cost wasn't there, but now that we have to switch, it's there. So, we'll investigate that.

Council Member Khambata said yes if you figure the time and labor impact. Council Member Olsen said yes, but if you're digging into it, why not check it out? Ryan said, yes, we'll do that.

Fleet Facilities

Ryan said Police Facilities, we call it the Police Fund, but it's Fleet Facilities under one umbrella, which is Adam.

2024 Accomplishments

- New building maintenance, it wasn't adding a new employee, it was just backfilling that open position. We have a new guy, Morrie, he's been doing a great job, and we're happy with his work.
- It's kind of a fleet thing, Gary's very happy, but we have those 2 dump trucks after a 2-year delay; it's not a delay on our end, but a delay in availability in the State contract, so that was great to see.
- 1,610 Work Orders complete in 2024, and 502 in Building Maintenance, which is our highest totals to date.

2025 Goals:

- We're looking to start fixing more new equipment instead of outsourcing, with that mechanic if it's approved, and train and develop that shop mechanic and manage that remodel if it's approved by Council.
- Continue to update the building maintenance plan at the Public Works facility; that's what Adam did last year, more inhouse, and we've got some other options that Kraus-Anderson has been doing for the HERO Center that we may as well look at, too. So, just making sure we're properly planning for these facility and the big maintenance costs over the life of them, HVAC systems and whatnot.

Police and Building Maintenance Fund

- Budget implications for mechanic, I think we're conservative there; I think even the high end, that's about half the cost of a mechanic, but assuming we will take from that outsource work, which is still being paid for and done and just bring it back inhouse. So, we're just offsetting that cost with the cost of the employee.
- Remodel the shop, \$500K. We say we'll use the Building Fund, but I think we'll have to talk about how we manage that. But that's more the cost that we got from a general contractor, so I think we can bring that cost down a little bit, hopefully, that's our goal by managing inhouse. I talked about these numbers earlier, but that work order increase over 10 years; so with the fleet vehicles that we could go back, about a 42% increase in our fleet since the last mechanic was added, so a lot of growth, a lot of new work. And just a lot of work from all the new

emission standards, all the new requirements for Fire truck vehicles, which require a lot more maintenance than a truck would have 24 years ago.

- Building Maintenance: Glacial Valley Building and going forward the Utility Building and Water Treatment Plant are also added to their responsibilities. All the Water Treatment Building maintenance will be paid for by the State, so that's a good thing.

Ryan stated that's it, asked if there were any questions.

Mayor Bailey said thank you, thank you all. Council Member Olsen stated it's a good start.

Mayor Bailey said I didn't bring this up earlier when we were talking about vehicles, I'm not talking about Public Safety, per se, but have we ever thought or is there any type of cost savings or anything on electric vs. gas, do you know? I'm not talking about the plow trucks, but the general trucks and things like that?

Ryan replied yes, but I think your options there would initially be more kind of the building maintenance vehicles and some of those admin vehicles. The only electric truck options are a half-ton pickup right now, and because of the work we do, including plowing, hauling, those are all ¾-ton trucks in our fleet. So, it would really have to be some of those vehicles that we could be looking at over time.

Mayor Bailey said I'm just looking for the cost savings at this point because I'm hearing out there, and I listened to Pete talk before some congressional group, and the cost of some of the general electric or the ones that can switch are cheaper. So, to your point, if it was for our general fleet. Council Member Olsen said well even hybrids. Mayor Bailey said yes, that's the word I was looking for. Council Member Thiede said I don't think I'd buy an electric vehicle right now.

Ryan said I think truly hybrids would be the way to go. I know Prius was, but that was a very early hybrid, but truly hybrids are a really good middle ground right now; with the electric vehicles, if the battery goes out, there's the cost, and the tires they're putting on them are so expensive. And depending on how they're charging, if you're charging during the day on a Level 2 charger, it's more expensive than what gas would be. But you see Toyota going all hybrid, and I think that's something, I don't know if they're all electric, I think there's still 1 or 2.

Council Member Olsen said well, there's some law enforcement departments that have gone to all hybrid vehicles.

Council Member Khambata said the advantage, from when I worked at the town of Vail, they converted all of their in-town buses, the ones that idle the most, to hybrid, and the fuel savings; they went to 6.7 liter from like 15 liter Detroit diesels, and just the fuel savings and the reduction in noise pollution over the 12 years that they were prescribed to own them, it was a break even, not including whatever the residual value of the buses was. So, like the hybrid has some positive effect. I've been reading on that, too, like the full electric is like squad cars that are going to sit and idle all day and then the in-town patrol stuff, where there's a negligible fuel savings and where there's not a need to charge. Like you said, Level 2 charging negates any real fuel savings. The limited maintenance but the more expensive cost of like the tires and all the equipment, but then again, I think it's one of those things where the time that they're in fleet service is

while they're still under that warranty that negates any of those big battery pack drive train type issues.

Ryan said as we've done a little bit of that State leasing, I'm wondering, because that's the thing, I don't know if keeping a hybrid vehicle for 12 years, like we do now, if that's really a good answer. But there's that State leasing option, because then we're not having to deal with maintenance, so I think that would be good.

Mayor Bailey stated I don't know how long that lease is because my dad had a hybrid, and he loved it and he raved about how much gas savings he would have. Council Member Olsen said my Ford Escape company car was a hybrid and it was great. Council Member Khambata said I will tell you that vs. driving a pickup truck, my Tesla pays for itself in fuel savings. Mayor Bailey said it's good for the environment but also for eventual savings, but I also don't want to run into, like you said, an all-battery operated one. I was trying to, just thinking about it.

Ryan said and that would also add to your infrastructure with vehicle charging stations, too, and what you would need, especially during peak demand type service. But the hybrid is nice because all the savings is in-town miles and what do we do? We drive in town, and that's not just the vehicle but staffing, as we don't know how to work on an electric, so.

Mayor Bailey asked if Council had any other questions on this, but none were asked.

Council Member Olsen said it was a good start, good discussion, lots of good information. Thank you, staff, for putting it all together. As Jennifer said, I know you put in many, many, many hours, and it was very informative and helpful.

3. ADJOURNMENT

Motion by Council Member Thiede to adjourn; second by Council Member Olsen.

Motion passed: 5-0. The meeting was adjourned at 8:58 p.m.

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



City Council Action Request

7.C.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Minutes (7-31-2024)		
Staff Recommendation	Approve the July 31, 2024, Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024-07-31 City Council Special Meeting</td></tr></table>	1.	2024-07-31 City Council Special Meeting
1.	2024-07-31 City Council Special Meeting		

**COTTAGE GROVE CITY COUNCIL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
SPECIAL MEETING - TRAINING ROOM - 5:30 P.M**

July 31, 2024

1. CALL TO ORDER

Mayor Pro Tem Justin Olsen called the July 31, 2024, City Council Special Meeting to order, we're here in the Training Room at City Hall for our 2025 Budget Workshop.

2. ROLL CALL

City Clerk Tammy Anderson called the Roll: Council Member Khambata-Present; Council Member Thiede-Here; Council Member Garza-Here; Mayor Pro Tem Olsen-Here; Mayor Bailey-Not Present.

3. AGENDA

A. 2025 BUDGET WORKSHOP

Staff Recommendation: Provide staff with feedback and direction regarding the 2025 Budget and Property Tax Levy.

Mayor Pro Tem Olsen said we're here for our budget workshop, we had a budget workshop last week where we covered Parks and Recreation and Public Works, so I'm assuming this week will be Public Safety and General Government, is that right?

Administrator Levitt replied that is correct. I will give a quick summary of where we're going this evening so you can be prepared. Brenda will talk a little bit about the Fund Balance Policy, Closed Debt; there are some spreadsheets in front of you, and she's going to spend some time going through those and showing you where the cash reserves are. We'll talk about General Government and Public Safety. Tonight, will probably not be the night where you can give us a lot of direction, but you can start to initiate direction, ideas, suggestions because next week we'll be talking about the CIP. That's really where your debt issuance discussion is going to happen, and that's one way that you can obviously balance the budget is through your debt on those large capital projects. So, that will be next week when we'll talk about that. What I'm anticipating is we will need to meet on August 28; that will give us the time to look through that debt conversation on the CIP, we can see where the County numbers are, and then we can follow up with any direction or suggestions that you may give us tonight. We'll be prepared to respond back to you on August 28. Unfortunately, mark your calendars for that date; hopefully, it will be a short meeting. With that, I'll turn it over to Brenda to talk about the dollars and cents.

Closed Debt Fund

Brenda said last week I had discussed our Fund Balance Policy in relation to our Closed Debt Fund that we were getting reserves from and cash into our Closed Debt Fund because of our Fund Balance Policy. I just wanted to review that a little bit more. So, our Fund Balance Policy says that at the end of the year, we just have 45%-to-55% of our next year's budget; after that, any funds that are available get allocated out per our Fund Balance Policy: 30% of those dollars go to our Closed Debt Fund; 25% go to our Equipment Replacement Fund (that is the fund, as you know, that funds not only our police squads, our fire equipment, our snow equipment, our streets equipment, all those different types of equipment); Building Replacement gets 15%; future Pavement Management gets 10%. Then, with the revisions that we did a couple years ago, 5% goes to one of our Internal Service Funds to help to recover those funds.

So, here's the history since 2015: As you can see, we have highs and we have lows at the end of the year with those reserves. In 2020, we had a high, so we transferred out \$1.1M, but then here in 2022, we were unable to transfer anything out. In 2018, it was \$220K, in 2023, we were at \$30K, and so there's just that history that I wanted to just let you know. When those funds get transferred, it helps us in future budgets with Closed Debt or Equipment Replacement, as we look to fund those different things; whether it's our Debt Levy or funding our equipment, those transfers are helpful when we have those surpluses in our General Fund.

Mayor Pro Tem Olsen said so, for the budget that's projected for 2025 at the minute, if I remember from last week, we're hovering around that 50% in reserves, is that right? Brenda replied that is correct.

Mayor Pro Tem Olsen said so the range is 45%-to-55% and we're in the middle at this point, based on sort of what we're projecting.

Brenda replied yes. In our old Fund Balance Policy, we always targeted that 55%; so, as we looked at the FMP, we said let's do a range so that we can have flexibility so we're not needing to have that high 55%.

Mayor Pro Tem Olsen said and I know Ehlers mentioned at that time, at least it was their opinion, that as long as we maintained that 45%-to-55% range, that would have no disparate impact on our funds or anything like that.

Brenda replied correct. The bond rating agency, S & P Global that we go through, they wanted to know that we had a Fund Balance Policy, and they're okay with a range, and the State Auditor is okay with us to have a range, too. The reason that we have that range, that we're not at 25%, is remember we don't get our first copy tax settlement until July. So, we are halfway through the year before we get that first copy tax settlement. So, of course we're going to need reserves in that General Fund to pay our bills for the first half of the year.

Mayor Pro Tem Olsen said it looks like Mayor Bailey is back, so I will relinquish my Mayor Pro Tem role this evening.

Brenda said in front of you and up on the screen, I went back to do a history of our Closed Debt Fund since 2015, just to remind myself what we've done in that fund throughout the years. In the revenue section, there's a Transfer In to the General Fund,

and so that's showing that Transfer In that we were just discussing on the slide before; because sometimes we have monies left in our General Fund at the end of the year, and we send a portion over to Closed Debt. When we have a cash balance in the fund, we're able to report some investment interest up in the top, in the Revenue. In the Expenditures, in the last year of our bond payment, sometimes we take it off of our levy and we pay for it out of our Closed Debt Fund; so, we have some closeouts that happened in the last several years. 2018 was a big one of \$1.2M, it closed out some bonds, and I went back and looked and the reason that we did that was to issue debt for our Central Fire Station. So, we were bringing debt back on and wanted to have some debt fall off to mitigate that impact and so that was done. In 2017, we also forgave a portion of the Public Safety City Hall. In 2023 and 2024, is where we're starting to use the Closed Debt Fund each year and do some debt reductions. So, for the 2024 budget, we used \$100K out of Closed Debt to reduce our impact on our property tax levy. We started at about \$3.8M in 2015, and we built it, used it, built it back up, and so we're currently at about \$2.2M.

Council Member Olsen asked in 2021, the reduction, remind me, Jennifer, was that for some equipment? Didn't we do something for equipment that time? We had a decrease in the fund balance of \$460K, or was that COVID related? Brenda said I can go back and look at that.

Council Member Olsen said it's not super important, I'm just recollecting; somebody said ladder truck, maybe it was the ladder truck, I can't recall.

Brenda said yeah, the last year of that debt levy for the 2012A Bonds, there was a decision to not levy that final year and pay it with Closed Debt funds. I would assume that was to reduce the property tax impact.

Brenda said in the future, these are things that staff explored as part of the preparation of the FMP to mitigate those debt service impacts, and so this is what we've identified: 2025: We're using \$199K-\$200K, and then \$350K for next year, but that \$2.2M does go down to \$170K in 2034, but what is not in there are transfers in for the General Fund. We're being conservative in that approach. So, in the future, for example in 2028, we know that if we put transfers in from the General Fund, that's \$150K per year for the last 2 years, that gives us some flexibility in the future to use this Closed Debt Fund.

Brenda asked does anyone have any questions about the Closed Debt Fund?

Council Member Olsen said I was looking at the last 10 years and trying to do some quick math in my head with respect to the average transfer in for that fund, and it looks like \$1.5M, ballpark, in 10 years. So, that average is not bad, it's okay. But that's all based on projections and whether we are able to come in under budget and all those kinds of things. Brenda said correct. Council Member Olsen said good information, though, it's helpful.

Brenda said I'll turn it over to General Government.

General Government

Administrator Levitt said General Government includes all the different services areas that you see listed below. So, when we look at them broke down, this is all of them at a glance that come under General Government: Mayor and Council, Administration,

Professional Services, City Clerk and Elections, Finance, Community and Employee Programs, EDA, now an HRA Levy, and the CVB. So, that's what we're going to step through in each one of these different divisions under Administration.

Mayor & Council

2024 Accomplishments:

- Diversified Cottage Grove's Housing Stock: You know that we were very much in a one kind of housing stock mold; we didn't have a lot of options for our residents to either age in place here or for young families and young professionals to start their house investments here, and so, we've really diversified.
- Acquired Park Land along the Mississippi River: Great news is also Dave Gustafson closed with the DNR on the 32 acres above the tracks and 12.3 acres below the tracks; so, all of that got expanded with the SNA, which is now all married into our property that we acquired. So, it's really a successful project that we have for open space.
- Completed the Glacial Valley Park development.

2025 Goals:

- Develop the Shoppes at Cottage View, working with that developer.
- Maintaining that AAA Bond Rating, as we know that's a high priority for us.
- Secure funding to build 100th Street from Highway 61 to Jamaica Avenue.
- Be an employer of choice.
- Implement results of the Small Area Study for the Langdon and 3M land.

Budget Impacts:

- Salaries: Based upon City Ordinance, you will be receiving a 3% increase in 2025 and 2026.
- LMC Training and Conferences.
- Strategic Planning.
- LMC and Metro Cities Dues.

General Government

2024 Accomplishments:

- Finalize and implement brand guidelines to maintain consistency in City communications. across the organization with our brand.
- Completed numerous employee retention interviews.
- Supporting our local businesses by issuing or renewing 137 licenses.
- Partnered with Washington County to facilitate the 2024 Primary and General Elections.

2025 Goals:

- Maintain the Strategic Plan and assist departments as needed to achieve their objectives.
- Increase our DEI efforts throughout the organization and community.
- Implement regulations for CBD products, including licensing and zoning requirements.
- Improve our licensing accessibility, allow residents to submit applications online.

Budget Impacts:

- Communications Manager position

- Total FTEs 6.5: City Administrator, HR Manager, Communications Manager, Assistant to City Administrator, Payroll Specialist, Marketing & Communications Specialist, Administration Specialist (.5) We have a Social Media Specialist and the Graphic Design Marketing Communications position; so, that shows up as utilization of that position. And you can see the fund is better utilized here to support the salaries of primarily those individuals and then half of the Administration Specialist.

Professional Services

This is mostly, I will say, Legal Services - Civil and Personnel. Criminal falls under Public Safety in regard to how criminal legal bills are handled because those are handled slightly differently.

Budget Impact: The Washington County Assessing Contract, for our community assessments; that's \$243K for 2024.

City Clerk/Elections

This is primarily just one position, which is our City Clerk.

Budget Impacts:

- Washington County JPA: That's the contract that we have with Washington County now for voting services. So, you can see that's the biggest increase here, it really jumped on the contractual side, and that's because we are contracted with Washington County for our election services. Council Member Garza, we used to do this inhouse, so we hired all the election judges, the head election judges, we did everything; so, before, you would have seen a higher percent of costs on the personnel side, and now it's just shifted down to contractual services. Tammy is grateful that we handed over the election services to Washington County because it can be a beast to manage. So, it's been a good thing for us.
- Professional Service Contracts
 - Legal
 - Transcription
- Publication Fees
- Travel, Training, and Memberships
 - Year 3 - MMCI Training

Community & Employee Programs

I think this is probably one of the best funds that really encapsulates our being an employer of choice is what we're doing in this fund and how it also values and benefits the community as a whole. I'm slightly biased, so I will explain that upfront. There is a Budget Add for \$30K for a community survey; so, as part of your Strategic Initiative, you talked about engaging with the community. Well, one way is we really need to better understand in the community their wishes and desires. So, we have that Budget Add; it's been a long time since we've done a professional one, and it's hard because if we don't do one consistently, we don't have the statistical data to be able to know how our level of service is increasing if we don't have any real benchmarks. So, I would encourage you if we want to move forward with that, there is a Budget Add in there for that.

Council Member Garza asked when the last survey was, do you have any idea?

Administrator Levitt replied we tried an informal one inhouse, which was very, very complex and more time consuming than we ever imagined, and that was when Scott Seroka was here. Council Member Olsen said it was either 2019 or 2020. Administrator Levitt said yes, and now there's a more formal one. So, we had staff tabulating everything, both online and mailed responses, and tabulated all of the data in the responses.

Mayor Bailey said we spent more money doing it internally than hiring somebody externally; the goal of the Council at that time was they wanted to save money, and there's more to it than that. Council Member Khambata stated if you tabulated inhouse man hours on this, it's like in the hundreds. Administrator Levitt said and we were even using light duty, intern people to do this input, and there was still a lot of hours. Council Member Olsen said you're better off letting the professionals who know how to do it and have a good system in place take care of it.

Administrator Levitt replied if you go with POCO, for example, then you can compare your data against other cities in the metro and across the State, then your data means something. You have a comparable factor to be able to measure it against. So, there is an important component in that.

Volunteer Banquet, our Employee Appreciation picnic, our Photo Contest, our Employee Milestone anniversary luncheons, and service awards that we added. It would also include things related to Police and Fire Departments' award programs, our Hometown Holiday Celebration, and our Wellness Program. So, all of those are housed out of this fund for those different community activities.

Budget Impacts:

- \$30K Budget Addition for a community survey.
- Communication uses includes *Cottage Grove Reports* publication and mailing, various communications programs/subscriptions, training and memberships.
- Events including: Our Volunteer Banquet, our Employee Appreciation picnic, our Photo Contest, our Employee Milestone anniversary luncheons, and service awards that we added. Also things related to Police and Fire Departments' Award Programs, our Hometown Holiday Celebration, and our Wellness Program

Convention and Visitors Bureau

2024 Accomplishments:

- Successfully host the 2nd Annual Cottage Grove Food Truck Festival; it will be bigger and better than last year with more food trucks, great music headliners, and obviously, the Dowdle Art unveil. So, it's going to be big.
- Complete the CVB Strategic Plan with Chandlerthinks. Instead of just trying to hit a wall, we're actually putting targets on the wall, and we're able to really fine tune what we're doing to promote our *Discover Cottage Grove* brand out there.

2025 Goals:

- Continue to market the City of Cottage Grove as a tourist destination.
- Complete our fourth Visitors Guide for distribution.
- Implement the Strategic Plan initiatives.

Budget Impacts:

- Personnel Services

-As part of COVID, the City got ARPA Funds. 2024 Budget used 75% of 1 FTE salary. ARPA Funds are spent as of 12-31-2024.

-2025 & 2026 Budget covers 10% of 2 FTEs with General Levy funds. So, we redistributed some of the allocations for staffing, so now we have 2 FTEs covered by EDA in that fund.

Council Member Thiede asked with the CVB, a lot of counties and cities have them, how are we measuring the success of that?

Administrator Levitt replied well, that will be some of the metrics that we'll be working with Chandlerthinks; we've been giving them a lot of data, and that was a part of our Strategic Initiative, to get those benchmarks. Is it the amount of hits on our website, is it the number of visits to our hotels, the amount of revenue, those sort of development metrics. It's like using a rifle; we're going to be homed in on those targets vs. not having any direction of where we want to go with it. So, we need to be more strategic with our dollars and our time.

Council Member Thiede stated so we'll start subtracting more money from the General Fund in terms of showing justification(s).

Administrator Levitt stated most of the funds that are funded into this are coming from the EDA; so, that's where they're kind of offering these for Chandlerthinks and some of the other studies.

Council Member Khambata asked with the revenues, are those still mostly coming from the hotels; Council Member Olsen replied that's correct, yes. Administrator Levitt stated it's from the Lodging Tax. The other thing is we've been able to receive a lot of grants as well, and that's been able to give us some additional revenue.

Council Member Khambata stated because when we initiated that Lodging Tax, we didn't really know necessarily what to budget for in terms of revenue.

Administrator Levitt stated you'll notice it was right when we were at the end of COVID and coming out, and so hotel and hospitality businesses were suffering. So, it's taken us a long time to stabilize the revenue in that fund.

Council Member Olsen stated staff did a really good job of kind of mapping out the projected budget and then providing us with regular updates on how we're trending. The good news is this year we're trending positively vs. the budget projection. I'm sure that that will continue, and hopefully in the next couple years we'll have another hotel in town. We need to be able to support the number of people that are coming to town with lodging facilities because a lot of them come here but they can't stay here, and that's just a capacity issue. So, we need to fix that for sure. But there's still a lot of people in the community who don't know what this is, they really don't. I had my first Lions Board Meeting last night, and we talked at length about events of the Visitors Bureau, the Food Truck Festival, all those kinds of things; and there are several members of the club who've lived in this community for a really long time who aren't certain what any of this is. So, at some point, we're going to need to have that engagement plan, we're going to have to figure out how to communicate more effectively externally to let people know this is who we are and this is what we're doing.

Economic Development

2024 Accomplishments:

- Dowdle Art Unveiling Event, as we plan for that on the 14th.

- We're completing Phase 1 of the ESA for the Majestic Ballroom and the surrounding EDA-owned properties.
- Completed revamp of our BR&E program, in strong partnerships with Grow Minnesota! and the Cottage Grove Chamber; they've been able to refine the survey questions. An incentivizing gift of a happy hour event at River Oaks is offered to encourage businesses to participate in this survey. We hope to get good feedback on what businesses need to both grow and expand here and ultimately locate here if they're not already here in Cottage Grove.
- Assisted with TIF for the Rohrs' multifamily complex.

2025 Goals:

- Implement land development initiatives from that Small Area Study.
- Phase 2 of the ESA Majestic Ballroom and EDA-owned land, if needed.
- Brownfield Grant Application - Majestic Ballroom.
- Continue review of development options related to the Shoppes at Cottage View, 80th Street redevelopment, and 70th Street mixed-use commercial development.
- We'll also be able to talk more about the Maxwell Housing Study, as well as that Strategic Plan; that project should be completed this Fall.

I think we're going to be positioned well for the next phase of development and redevelopment in Cottage Grove.

Council Member Thiede asked so, what is the Brownfield Grant again?

Economic Development Director Gretchen Larson replied we've done Phase 1 on the Majestic site, there may be a Phase 2 ESA, but then the remediation of it is the tearing down of the building and the capping of the wells and septic; that will be a Brownfield Grant, and that is a 75%-25% match. So, we budgeted for that 25%, and we're hoping to accomplish that in 2025.

Administrator Levitt said the landowner previously hadn't been willing to work with us, but they've gotten more of a cooperative spirit. So, we'd really like to see that building demoed and then take care of some of these minor environmental issues to be able to make it easier for development and redevelopment.

Council Member Thiede stated okay, so it will kind of be on how we time that with the market. Administrator Levitt stated correct. Mayor Bailey stated it will be pretty good timing; Council Member Olsen stated yes, I think that's their goal.

Budget Impacts:

- Staff salaries total 1.8 FTE; that's for the Economic Development Director, .50, Admin Specialist .50, and Marketing & Communications Specialist, .80.
- 2025 Budget is lower than 2024:
 - We budgeted for the Façade Improvement Program; unfortunately, we really didn't have anybody interested this year. So, even though we have money available for 2 or 3 projects, we didn't even get any this year; so, those amounts will just carry over.
- Special projects funded by EDA Budget: ICSC-Las Vegas, Business Over Breakfast, Business Round Tables, Chamber Events that we help with to showcase and support our businesses, the Holiday Breakfast, the EDA Holiday

Mixer. A reminder for the special event in 2025, a River Boat cruise; it's our way of saying thanks to those businesses that have invested. And those that are looking at Cottage Grove, we invite them on the boat tour as well to let them hear from the existing investors in our community how great Cottage Grove is. It's a great way to say thank you and make connections with all the businesses as well. So, you do see that we don't always have the revenues coming in.

Council Member Thiede asked when is that scheduled for? Administrator Levitt replied September 2025; we do it every other year.

HRA

Budget Impact: New 2025 HRA Levy and that's for transparency, as we've talked about; no budget impact as \$137,500 is split equally between EDA and HRA.

Administrator Levitt said she'd turn it over to Brenda to talk about Finance.

Finance

2024 Accomplishments:

- Completed the first-year budget process with the use of the FMP.
- Identified and began implementation of our new utility billing software with Tyler Technology, the company that we have our Finance software with; we'll have less journal entries and less interfacing between the 2 systems, and we're excited about that.
- Successful transition to our new Audit Firm, Redpath. I'm very happy with the service that we are getting. 2025 Goals:
 - Complete implementation of new utility billing software by end of February 2025.
 - Identify ways to implement a more robust AP system to further strengthen internal controls.
 - Continue to monitor and evaluate our internal controls, as that is ever changing.

Budget Impacts:

- Personnel is 88% of our budget; that is just based on the contracts.
- Audit for 2025 is \$52,450, based on the 3-year contract with Redpath.
 - That is allocated to Finance and our Utility Funds.

Information Technology

2024 Accomplishments, per Brian Bluhm:

- Continued improvement of the City's cybersecurity posture; some of it includes partnering with MNIT (Minnesota State IT). This year alone that will save us \$15K by switching to a different service, by using them.
- Continual enhancement of our online services to improve resident communication and service; as Jennifer had mentioned, business licensing and a few other things we'll be implementing here shortly to make things more efficient for businesses and residents to be able to apply. That will make things easier on Tammy, to be able to take care of those licenses.
- Enhanced security posture and rebuild of SCADA (water) network includes more visibility, IAM and asset control. We have revamped the entire network on that so far in preparation for the new Low Zone plants and the potential High Zone plants that are coming in. Those are completely separate networks from the City network, so that we can put separate security at all of those sites.

Council Member Olsen asked Brian on the SCADA system, that's an upgraded, updated system from what we previously had where we had our issue, right?

Brian replied correct. It will be completely updated when the Low Zone comes online.

- So far, as of 7-16-2024, we've responded to over 1,098 Help Desk tickets; those are fix-it tickets, could be infrastructure tickets, things like that, which makes IT up in the 2,000 range by the end of the year. So, having an extra fulltime staff person starting this year helps us with that, too, so thank you.

2025 Goals:

- Strengthen Cybersecurity: Enhance policies and monitoring with advanced AI-driven threat detection to protect against evolving cyber threats; that's coming from our third-party company that we partnered with.
- Advance Cloud Security: Implement advanced identity and protection controls to enhance our zero-trust architecture and secure cloud resources.
- Improve Customer Experience: Enhance in-person and online services to boost satisfaction and engagement through targeted innovations; trying to remove some of the paper.

Budget Impacts:

- We are an Internal Service Fund, so Personnel is obviously the biggest chunk in there. Commodities are things like your laptops, computers, and everything like that. Our Contractual Agreements, a big chunk of that is our software things that we have, whether it be Microsoft 365 or it also may include our payments towards the Bodycam software, things like that.
- In 2025, to maintain optimal system performance and business continuity, a \$249,600 investment in data center and disaster recovery hardware upgrades and replacements is essential. So, that's a big ask for next year. Cost recovery is over 2.5 years, and Brenda can explain how that all works out.
- In 2025 and 2026, escalating contractual commitments, particularly in software licensing, driven by organizational growth and associated increases in personnel, equipment, and operating costs.

The percentage breakdown for our General Software in the Cost Center:

- 68%-IT: Our cybersecurity software, the 365, and so forth that basically helps us operate the entire City.
- 10%-Finance and Utility Billing: All the software that we use.
- 11%-Administration: Our onboarding, government jobs, and things like that.
- 11%-GIS: Our GIS environment that we host the servers on.

Specialty Software Allocation, percentage by department:

- Public Safety, 74% (62%-Police; 6%-Fire; EMS-6%)
- Inspections/Community Development, 11%
- Golf, 4%
- Fleet, 3%
- Public Works, 2%; Recreation 2%; Ice Arena 2%; HERO Center, 2%=8%

Much of this relates back to what could be training software, it could be services that we use outside; e.g., the HERO Center, that's their scheduling system and POS is what they use at the range and to fill classes in time, etc., that's our annual fee that we pay on that, and Ice Arena is the same thing. Police include bodycams, S.W.A.T. cam services, things of that nature. It also includes the payment that we make to Washington County every year for Dispatch services.

Brian asked if there were any questions on this:

Council Member Garza asked what is Community Development?

Brian replied Community Development would be our permitting and licensing system. Along with our Building Inspection, building review; so, software that will be used to do the plan reviews.

Council Member Olsen asked Brenda to remind him, but when we have an end-of-year gift, as it were, from SWCTC, it goes into this fund, right? Brenda replied it does.

Council Member Olsen said so if the Cable Commission has extra funds that they haven't used, there's a distribution formula between the number of cities, and we get a chunk of that.

Brenda replied correct, and we've just been doing that for the last 3-or-4 years, it's been falling into different funds, but yes, we've been putting it into the IT Fund.

Mayor Bailey said so the \$249K+ for that added security, what you're planning to do next year, that's in the budget already, correct? Brian replied yes. Mayor Bailey said I didn't see it on the Budget Add list, so I assumed it was in, but I just wanted to confirm.

Brian said Brenda will explain how the revenue and expenses break out here.

Brenda stated so for 2025, our expenses are higher than our revenue, and it has to do with that Capital Outlay that Brian was talking about on that data recovery center. At the end of 2020, the fund had a negative balance of \$399K; we increased it, and so at the end of 2023, we were at just \$38K negative. So, we just are being mindful of our cost allocations and allocating out our entire costs to our other funds. We've been able to build that up with our donations that we get from the Cable Commission, that has helped the fund balance, too. But just so you know, because we have that large Capital Outlay in 2025, we are going to go down to negative \$197K, but then we'll grow the fund back up; in 2025, we'll be back positive at \$158K, then in 2027, \$933K. What isn't in this number is the 5-to-10-Year Capital Outlay Plan for IT Services, and so we will include that plan for you as we adopt the budget this Fall, as we'll know what that right fund size is. Just with all of our Internal Service Funds, when we did the FMP, we realized that we had been utilizing the cash in those funds for a little while, and we needed to build them back up. As we do our allocations each year, it's based on a 5% increase. We allocate more with our insurance funds, but with the future IT Fund, we're increasing that allocation at least 5% per year, based on this.

Self-Insurance Funds

2024 Accomplishments:

- Completed appraisal of all City buildings to ensure that our coverage on all of our facilities and our amenities were accurately covered for our insurance.
- We were able to put the HERO Center on its own insurance policy.

- Completed our own mock OSHA Inspections, which obviously is very valuable to us, to be proactive in our safety practices.

2025 Goals:

- Continue mock OSHA inspections for safer workplaces.
- Identify deficiencies and apply for some additional Minnesota OSHA grants.
- Reduce preventable accidents and/or injuries as that is a huge part of our budget related to Workers' Comp.

Budget Impacts:

- Negotiated lower dental insurance rates for 2025.
- Apply for Minnesota OSHA grants to reduce cost burden on taxpayers.
- \$15K Medica grant for wellness activities.

Administrator Levitt asked Brenda if she wanted to talk about any other self-insurance activities.

Brenda replied in 2025 and 2026, that revenue projection is going up, and that's intentional. We're starting to recover the costs; as you can see in 2022 and 2023, our expenses were higher than our revenues, so what we charged out to our funds, and so we're right sizing our fund. At the end of 2023, the fund was down to \$184K, and by the end of 2028, we'll have that back up to \$2.2M, so we'll be in line with what we were back in 2017 in that Self-Insurance Fund.

Administrator Levitt said once again, I think it's important when you look at the cash and the impact of having nearly \$2M to only having \$184K, it's absolutely critical that we buffer ourselves and our Self-Insurance Fund, so we'll be intentional about building that back up.

Public Safety

Administrator Levitt told Director Koerner all right, Pete, it's your show. We're all wondering about the fire tonight and if there are any updates.

Pete replied yes, Ryan is talking to KARE11 right now, as we speak. Mayor Bailey asked was that a lightning strike? Pete replied yes, it was. Mayor Bailey said I think I saw it. Pete said they had flames in their attic, and they added some water flow in there, they got the fire out, but there's water damage.

Pete said obviously we joke about Public Safety having the largest budget percentage; Administrator Levitt stated we joke because it's reality. Pete said I acknowledge we're expensive, and as we get into these slides, I'll go over what you get for the value. Just in the interest of time on these slides, we just list the highlights of service areas. But when you get to your budget narrative, we do a lot, it's more than just police officers; obviously, we have the support services. We're really engaged with our community affairs, community engagement. Fire does a lot of community risk reduction and that's essential with our Project Safe Haven. So, we have a lot going on, and we put a lot of effort into the 2 Strategic Plans, both Police and Fire. You've seen both, so I don't have to get into a lot of detail on those, but to copy what Zac said in his intro, we really appreciate the Council's support for Public Safety and it's citywide, really. I may be the one talking right now, but the experts are sitting behind you. I need to give a shout out to Nick and Jon, as they both went to the fire call tonight, too. We started this budget

process a lot earlier this year, and Aly did a lot of this budget work; she's out now, so our staff had to pick up pieces of it, too.

He said the amount of services that Cottage Grove Public Safety provides is amazing, it really is remarkable. The numbers seem high, too, but we run very lean; we do a lot more for the level of service that we provide, with Police, Fire, EMS, Emergency Management, and Animal Control. So, we're proud of those numbers.

One-Time Public Safety Aid: On the left of the slide, you'll see the original plan for that money, but it has been revised, as shown on the right, after the July 10 workshop. With the Fire Department staffing, we're trying a lot of things, so we already posted this week to send our parttime firefighter-EMT to get him into medic school. It kind of coincides with next week when we're going to be doing some interviews for some fulltime staff; so, it's kind of a parallel hiring process. On August 5, we have 3 firefighter-paramedics starting, and they all come with a lot of experience, especially in the EMS world. Also on there are the Fire-Standards of Coverage Study that we're adding with Station 4, we also discussed that at the workshop.

Emergency Management

Emergency Management is not exciting, but I have to say that this is one area that Public Safety in the last 5-6 years has really excelled; previously, it was when we worried a little bit about an outdoor warning siren or something like that.

2024 Accomplishments-Highlights:

- Planned and hosted a multi-disciplinary train derailment tabletop exercise with 110 participants; it was held at the HERO Center, with many neighboring agencies participating in it and helping us out.
- Installed new outdoor warning siren to cover gap in residential area of Jamaica Avenue/Military Road; that's located at McHattie Farms.
- Upgraded technology in the Command Vehicle and acquired new cameras.
- Participated in the REP Drill.
- Gwen has reviewed and updated the City All-Hazard Plan; that will be on the Council agenda, probably in October.

2025 Goals:

- Organize a Community Emergency Response Team.
- Plan for new outdoor warning sirens in identified gaps in coverage areas.
- Provide ICS-300 training for City supervisory personnel.
- Validate policies, plans, and procedures through exercises and real-life events.

Budget Impacts:

- Addition of outdoor warning sirens to fill gaps in coverage areas. 2026 Ravine Park: Share cost with Washington County.
- Research Enhanced Community Notification System: We keep talking about Code Red, but our Law Enforcement Improvement Team (LEIT) has been talking with Washington County about if Code Red is our future, as there are some other companies out there. May have future budget impacts in 2026 or 2027.
- Research grant funding for dedicated technology to stand up and operate an Emergency Operations Center (EOC).

- Ensure ongoing maintenance of systems and equipment, like the various camera systems, etc., as there are costs that go along with that.

Police

2024 Accomplishments:

- Adopted the Five-Year Strategic Plan; that was a heavy lift, but Brad just ran with that, and every level ended up being involved in that, so we had great employee input. We're proud of that.
- Structural Reorganization and creation of the Community Impact Team; the Community Impact Team has lessened some of the stress or overwork of the investigative sergeant. I hope you see the work we're doing with community engagement. I never thought in my career I'd see that much change at once, but everyone's handled it well. I'm proud of that.
- Wellness, Safety, & Recruiting-Retention Committee (Positive Impact Team): They're coming up with a lot of great ideas. We've really kind of given some more direction, both in Police and Fire.
- Explore and implement the Assigned Squad Program: The policy has finally been drafted, it will be going to Jennifer tomorrow.
- Implemented a Peer Support Group; that was part of 2023 and 2024, so I think it's going to be very well received.

2025 Goals:

- Recruiting/Retention of police officers (C.S.O./Police Cadet Program). We really put an emphasis on that; we've been really good with our C.S.O.s, I think about 50% of us came from the C.S.O. ranks. The others were Reserves or lateral police officers.
- Maintain a Wellness Committee and comprehensive wellness program. We've put in for a Federal grant for that, so we're optimistic about that.
- Therapy K9 Program: We have some different groups on board, Soldier's 6 and the Public Safety Board, I don't know to what level, but it'll pretty much end up being cost neutral; we continue to work on that.
- Utilize grant funding to support traffic enforcement and safety initiatives. At the end of the year when you hear the numbers from our patrol officers, they've really stepped up their game; I think this year we already have more DUI arrests than last year or they're close to it.

Budget Impacts:

- One police officer starting July 1 to meet the growing demands for service.
- Start the Assigned Squad program.
- Develop and maintain retention programs and incentives.
- Recruitment and retention of police officers, emphasizing additional C.S.O. hours (2026 Budget) and diverse candidates.
- Upgrade control devices (i.e., the new Taser models).

Animal Control

2024 Accomplishments:

- Maintained contractual services with the Animal Humane Society.

- Identify second impound facility if needed; Stewart Kennels really stepped-up last year when there was a dog flu or illness going around last year, so, we have an agreement now if something were to happen again.
- Utilize an animal microchip scanner.
- Use of social media to decrease animal transports.

2025 Goals:

- Update kennels in the police garage; we're working with the Public Safety Board on that.
- Continue to improve communications with reuniting lost pets.
- Continue process of Administrative Hearings for Dangerous Dogs and Potentially Dangerous Dogs and appeals. We've really streamlined that process.

Budget Impacts:

- Contractual services with the Animal Humane Society.
- C.S.O. hours and wage increases (increased hours in 2026 Budget).
- Upgrade Personal Protective Equipment (PPE): Catch poles, gloves, things to avoid bites, etc.

Fire Department

2024 Accomplishments:

- Adopted a Five-Year Strategic Plan.
- Life Safety Inspections.
- Added 3 fulltime Firefighter-Paramedics and introduced staffing plan.
- Project Safe Haven: Fire Chief Pritchard applied for and received a \$130,550 grant; it's been very successful and is a great program.
- Implemented East Metro Fire Training Facility partnership to do quarterly live fire training.
- Implemented a Peer Support Group and neck up checks; Deputy Chief Arrigoni is already scheduling those.

2025 Goals:

- Add a second Deputy Chief position.
- Recruiting/Retention of firefighter/paramedics.
- Accelerated recruitment program; hire firefighter-EMTs and send them to paramedic school.
- Standards of Coverage Plan that includes Fire Station #4.
- Update our Fleet Replacement Schedule.
- SCBAs Replacement Plan or grant opportunities; we got a Federal grant 10, 11 years ago, and it's now become much more competitive and much more complicated.

2025 Budget Impacts:

- Deputy Fire Chief position.
- Specialized Responses (Water Rescue). With all the flooding, we're optimistic there are going to be some good Federal grants; we need something that's accessible to the river, but we also need Water Rescue just for the holding ponds and different things in Cottage Grove. I'm very optimistic that some of our local

partners will offer some grant opportunities (we've previously had help from Marathon and 3M).

- Wellness, Safety, Recruiting/Retention Committee: That's huge, and it's going to cost some money, even getting us to job fairs, etc., as those have more significant impacts.

EMS

2024 Accomplishments:

- Transition to new EMS billing company.
- AEDs in every marked and unmarked squad car; a grant Gwen did to facilitate this, so that was huge.
- Introduced Fire/EMS staffing plan.
- Achieved HEARTSafe Community designation, achieved in less than one year.
- Continue to receive awards for EMS excellence.
- Community Engagement-CPR, AEDs, Stop the Bleed. I'm very proud of our efforts with Teddy's Heart, and we're in the Middle Schools doing CPR training now.

2025 Goals:

- Develop accelerated recruitment for Firefighter-EMTs to Firefighter-Paramedics (training).
- Update Fleet Replacement plan for ambulances, as those costs keep increasing. We're trying to ensure we have a plan that every 2 years we get the 3 ambulances rotated through.
- Expand the Community Paramedic Program; Chelsea is actually going through the program right now.
- Consistent staffing level of dedicated ALS fire engine and 2 ALS ambulances.

Brenda said so we transitioned to our new billing company in October 2022, but we're starting to really just get good data out of it. One of the things that we were able to get out of the new system is our Medicare/Medicaid percentage. This is a pie chart just letting you know the different payer types: 71% of our billable calls are to Medicare/Medicaid patients; 18% is commercial insurance; Private Pay 10%; and Other Mandatory calls 1%.

An average bill per call is about \$2,400. With Medicare/Medicaid, we receive \$489.52, or about 20% of our call; with Other Mandatory calls, primarily workers' comp. type calls, we'll get \$1,162, or about 48%; Commercial insurance is great paying, \$1,788, or about 72%. Private pay: Because we transitioned in October 2022, those are still working through the collection process, so those are still low, as somebody might be making \$50 or \$100 payments per month. So, those are still not showing as paid, that's why it's a little bit lower than what we would expect.

Fun Fact: If we look back to 2016, at that point in history for the City, we were at 60% Medicare/Medicaid. So, we've grown that population here in Cottage Grove by 11%. What it means from a growing perspective is that we're getting about \$589 on that call compared to that \$1,700 that we would have back in 2016. Brenda asked if there were any questions on that slide.

Council Member Olsen stated our average bill per call is \$2,400; what is the actual cost? So, not what we bill, but what does it cost us to go on that call? Do we have that number?

Brenda replied I can back into that number for you, based on what we have allocated to our EMS Fund today.

Council Member Olsen stated the reason I ask is over time, as you well know, we have had to massage which percent of that call gets paid for, particularly with personnel, gets paid for out of this fund. So, as I was noodling on this before the meeting, I was just curious what the percentage has been since let's just use 2016, in terms of what it costs us to provide that service. Obviously, we know Medicare/Medicaid is a challenge, and the idea is hopefully some of that would be offset by some of those other commercial insurance bills, those kinds of things. But we haven't been able to do as much mutual aid as we've done in the past where we might be going to another community where Medicare/Medicaid is a little less prevalent and private insurance a little more prevalent. So, that teeter totter balances out at least to some degree, but we haven't been able to do that due to our staffing. So, I'm just curious what the net net looks like in terms of what it costs us to do it and what we're getting paid for to do it. Does that make sense?

Brenda replied it does, yes, and it's an easy question to answer, but it's also a hard question to answer just because we provide Fire EMS; so, there are firefighter-paramedics, and so, right now, the majority of our personnel is 75% in our EMS Fund, 25% in our General Fund. We're starting to move that needle. I think if you would ask our Fire Chief what percentage of their time is EMS vs. Fire, it's probably higher than that 75%. So, it is a little difficult to say what does it cost? I think we should work on that.

Council Member Olsen stated yes, maybe just for the next go around, we can get a little bit more of a lead on that. I realize it's not an easy thing, but even just sort of a general idea. Because at the end of the day, we have to make a determination of is the value worth the cost? And we do that with everything, but there's expedient value just having the service in town, which you can't quantify in dollars and cents; the difference between my mom's having a heart attack and the response time is 6 minutes vs. 10 minutes. What does the survival rate look like and all those kinds of things. But at least for this, we can probably nibble it down and get a more quantifiable reckoning of are we still in the ballpark? Because it's getting awfully expensive to provide the service, it just is, and as we've talked about in the past, some of the communities we serve, they don't necessarily compensate us for that service beyond just what the bill will look like. So, that's a dialogue we're going to have to have at some point.

Brenda said with the new billing service, as of June 1, they transitioned to a new software. So, the company is LifeQuest, and is now known as EMS MC, and so they use the same processor, the same company, but new software. In front of you is a report that we'll be getting monthly. As you look through it, there's not much in there because they transitioned in June. So, we'll be getting information now on 2 different platforms for a while to say these calls went through the service, but I'm excited because it's more valuable information. They said that it will show how much cash are

we getting per trip, what is our payer mix, what is our Medicare and Medicare Advantage? What do those look like, how is the aging of those calls? And, so, this is going to be nice, and they can do something we haven't received for probably 6 years as a City, our prior billing company, their old software had where they could match the revenue with the payments that came in against that call, no matter when they came in; so, we can see some real trends on our payment history. So, we're excited about this.

The other thing I wanted to talk to you about is with EMS, it's insurance; you have Medicare/Medicaid and sometimes we don't have insurance information, or our billing company doesn't. So, they'll send a couple bills to the patient, and if they don't get a response, we send them to collection or they send them to collection, and we use AAA Collection, they're based in Cottage Grove. Sometimes those calls do escalate, sometimes with the Finance staff, sometimes they'll escalate to the elected officials. I'm okay when they escalate because then we get that insurance information that they haven't provided. Sometimes their statements will be mailed, and we know the Post Office right now, because the billing service says they were mailed and the patient says they weren't received, that's probably true. So, if you ever get those calls, please let us know, and we'll work with them. But because we have a service and we have to collect them, we have to collect cash to stay in business. Sometimes those do escalate to collections because they'll think that we're closer with hospital connections than we are, but once we leave the hospital, we can't necessarily get the information from the hospital; so they think I provided it to the hospital, but we may not have it. And, so, they may misunderstand and think okay that we have that information, and we don't. It's a little difficult sometimes in the Finance world to deal with those calls that we do; we do it with empathy because we know that they're dealing with an illness, as that was why they were transported. So, if you ever get those calls or have any concerns, let us know.

Administrator Levitt stated I joked to Brenda, I wish we could scan either their credit card or their insurance cards when they enter the ambulance, but we can't. And, so, it's difficult.

Mayor Bailey said hospitals do, don't they?

Administrator Levitt stated I think that's more of a declined thing; if you don't know if someone's having a heart attack or not, we're certainly not going to ask them if we can swipe their credit card.

Mayor Bailey said no, but it's like every time we go to the doctor's office or whatever, they scan your insurance card.

Administrator Levitt said yes, and they want your ID, but in our Emergency Management, we don't do that, and so it is difficult. We drop them off at the hospital and we drive away. Well, we're not getting that insurance information, and so that makes it hard to make that connection. So, it is another step that those patients have to take when they get a bill from us to make sure that they route it appropriately. I think in the last week, you had received one from one of our other sister cities, it was a patient that had some issues and it was really just that issue, not recognizing we didn't get the insurance information. Once we can route it appropriately and get the accurate information, then we can take care of it.

Mayor Bailey asked is there something better we can do about possibly getting that data from the hospitals? Council Member Olsen asked is that HIPAA?

Jon stated I can talk about that process. So, our paramedics will try to get insurance information during the call or en route to the hospital. But some patients won't have it or most of the time they won't remember. So, the hospital has it, we drop them off at the hospital, and right when we get them signed in, we get this piece of paper, it's called a face sheet, it has their insurance information. But the problem is if they weren't seen there as a patient previously, or their insurance changed, there's no verification on that. Our Public Safety administrative staff, one of the things they do are QA checks. From there, they'll try to get the billing address if there's nothing listed, that's where we can also send mailings. I've been reading over more of the QA process, like they might have previous billings, we look at different things. It's just about how we can get some assistance to connect. I think it's such a small percentage of all the things we've billed; it's just a lot of time spent communicating with the patient and the hospital, because the hospital will bill their insurance. So, a lot of times, it's just the little stuff that's happened along the way. Each staff member who works in health care knows that's our craft, and we're trained in that. I mean there's a lot of effort to make sure those things happen, and they don't get to the collection point; but, again, it's now EMS MC, they may have more software capabilities to connect with hospitals, so we're looking at those. But what we've found, though, is a lot of times when patients do reach out to us, it's our customer service, and we're able to happily resolve a lot of those. A lot of times, like Brenda said, it's just that something was missed along the way, to take them out of collections and resolve it with different outcomes.

Mayor Bailey said well, that kind of explains to me that that's one of the issues with a heart attack. You're not going to be asking for an insurance card or anything. And she was fine at the end, obviously, but she just was curious as to how come she went to "collections", so hopefully your point is well taken.

Brenda added and they are preparing a letter for that patient, and they'll be mailing that out.

Mayor Bailey replied, okay, good, thank you.

Jon said just another remark, EMS MC flowchart, that's the first time they're seeing a bill, it's called a Comprehensive Flowchart, I found that process is getting me more confident that they're really making sure in getting those chances for us to get that insurance information before sending to collections or even billing the patient, outside of what the insurance paid. So, I'm a lot more confident and then just knowing that we're reaching like 99% and then the City Council's support; like how we all feel when we know they have a medical issue, we don't want them to have to go through more stuff. So, we're really looking at that good customer service experience.

Mayor Bailey said I know this is brand new, but I'm interested because I look at their first data for the month of June, and their gross charge per trip is \$1,764.36. Do you see what I'm saying on that? Brenda replied yes. Mayor Bailey said and I know it's different than like Justin was asking about the average, and I know it can fluctuate, I'm assuming it will fluctuate. Because if you look down further, depending on what category, whether it's Medicare/Medicaid, I just thought it was interesting because some of them depending on Medicare/Medicaid, I'm looking up there and you're telling us we're

getting their call just for that month for Medicare Advantage, the cost is \$2404.99. If I'm looking at your screen up there, does that mean basically we're getting \$489? Brenda replied yes. Out of that whole amount? Oh, my God. Brenda said yes.

Council Member Olsen stated yes, that's why I asked that question. He stated Brenda, I know with the software changeover there was a period of lag time for collections on accounts that had been previously billed through the old software. So, that obviously is going to throw off our write-off data. Brenda said yes. He asked do we have for this year any projection on write-offs, or are we still working through that noise?

Brenda replied we're still working through that noise. We looked at it a lot the last couple days, internally with the Finance staff, and so bad debt I think will be within our budget numbers. Our run values are up compared to our budget, but our mandatory write-offs are up, too, so.

Council Member Olsen stated okay, so it's apples-to-apples, though, it's equal. Because that I think will be the real, that will tell the tale as far as the success, or lack thereof, of the new billing company vs. the old billing company. I'm hopeful when it's all said and done we're going to see an improvement in our percentage of write-offs.

Brenda said, yes, I agree, and with that 70% of our population, we're going to get what we get; the other 30% we need to pay attention to. With the new billing company, it's actually gotten better; with this new software, we even got a new rep with the billing company, and this one's fantastic. So, I'm very impressed with her, so I hope that it continues to move forward well.

Council Member Olsen said, like you said, it's a matter of do we get the right data, first of all, so that we can pursue the compensation to the degree that we get it. For those folks who go to collections, do we have a successful process in place, and it sounds like you've made improvements in both of those areas.

Brenda said and we always watch collections.

Council Member Garza stated just in reading and looking back, I know it's only a month snapshot, but asked why is there such a variation and the difference into the cover charge, so per trip charge? Why is it so different? And I understand that Medicaid gets a discount, or if you're paying cash, you get a discount; but just insurance, Medicare Advantage, it's such a different claim for \$100, \$2,100, \$2,800, \$2,600.

Mayor Bailey said I think that's whatever the service is.

Council Member Khambata said right, so, people who are using Medicaid are older, maybe have more severe conditions.

Council Member Garza stated so they receive more services on the trip. Mayor Bailey replied right, whether there are IVs or something like that. Council Member Garza said okay.

Council Member Khambata stated what stands out to me is the 122 trips for personal or private pay, patient pay, and insurance charges is only \$1,297 on average, but there's 122 examples to average them out.

Brenda explained it's the different types of calls. So, our BLS calls are a certain dollar amount, our ALS calls are a different dollar amount, and ALS2. So, as you have more

calls, that's going to average out a little better, and some just have a couple calls, and they were all ALS2, so they're higher.

Council Member Garza stated so this is an average, got it.

Council Member Olsen said so these numbers, these are averages; they're not like all 25 trips cost X. They're an average of all the calls. So, that's why when Mayor Bailey was speaking earlier, one of the things he said was this is a small sample size. It might not even be statistically significant yet, I mean, we'd probably need another couple of months of data to get a good number, but it's an excellent point that there is quite a variable there. So, hopefully, as more data comes in, the numbers will become more reliable.

Mayor Bailey said I don't know if this is for Brenda or if this is for you, Jon. The League of Minnesota Cities sent out earlier this week that Bill that Judy Seeberger helped pass.

Administrator Levitt stated it was \$24M for a grant, and the only unfortunate part is we don't know how you qualify, we don't know what the value is, but we are applying because I think the deadline is September 16; Mayor Bailey said that's what I was asking. Administrator Levitt stated we're working on it, and we're hoping that we can get some money to be able to shore up this fund.

Mayor Bailey asked when it's done and submitted, will you let me know? Jon replied, oh, yes, for sure. Mayor Bailey stated because I'd like to reach out to her just to say, to let her know we did, because we talked to her about it, obviously, up at the Capitol. We could let her know that we absolutely submitted our application.

Pete said it's a short application for a change, so we'll actually have it next week, so we'll let you know. Mayor Bailey stated yes, so, when it's being submitted, just let me know and I'll be glad to help.

Mayor Bailey said I know this is a touchy subject, but will we be able to have a report like this that will also break down our neighboring cities' call data?

Brenda replied that's a great question. So, with the new software that you're seeing in front of you, through the implementation we made sure that they could do it by city; so, they set it up that way. We thought that was happening with the old software, and I've done it periodically, but it means digging through data and putting things by ZIP Code order; this is going to be based on the place where the call took place, in Cottage Grove and our neighboring communities.

Mayor Bailey stated and that will help when Jennifer and I have this conversation with those communities, especially when we get more data, and we can show legitimately what the amounts are going to their communities.

Administrator Levitt stated I think the other thing, to be aware of in 2026, we'll probably still need to shift some of those expenses for EMS more to the General Levy. So, once again, we continue our greater subsidy in the fund, which is subsidizing those other communities.

Mayor Bailey asked when are they recalibrating for Medicare/Medicaid again?

Jon replied for these standards, it's complicated. So, and it goes back to what the cost per call is; we have to submit at a State level, which has created this ambulance pay, that's how they determine if, of course it isn't \$20M, but what they make available

for our squad. So, then, I will have to submit all that data, along with every EMS ambulance provider in the country. So, in 2026, 2027, maybe 2028, they should come up with new rates based upon that. But, again, it's not close.

Mayor Bailey stated so, it's not going to be anytime soon.

Jon said it's probably not going to be next year, but I think maybe Brenda, if she remembers, was this the last year, I think we submitted questions this year and so it's May of 2026 of all the studies work. They've already started publishing some papers from what they've collected, just in terms of like service level changes. I'm hopeful they're doing a lot before that and getting it before Congress; I don't know if it will be before the new Congress or not.

Brenda said as we did our revenue projections for our 2025 Budget, we went back to 2017 and looked at just our billable calls; so, this isn't the number of calls that EMS responded to, this is just those that we were able to bill for.

In 2022, that is as we transitioned to our new billing software, they would do all of January's calls, close out the month, and then we would get our revenue for it.

With our new billing software, they just close out the month on the last day of the month, and they may have some calls that they are still perfecting in order to bill because they're looking for insurance information or addresses or other information on the patient. So, it doesn't hit that current month, so it will hit the next month. So, that's why we have that little dip down in 2022. Those 2023 calls contain a month of 2022 calls.

The other thing that we look at is how much are we collecting, Net Revenue, that really means cash in the door per call. As you can see in 2017 and 2018, we are getting 907, 868, but then we started to trend down as our population changed, but then in 2021 that was our billing service that we've now collected in 2022 and 2023.

On the next slide is how we're making our Revenue Assumptions here for 2025. We're taking 2,680 Calls, we also looked at what we're doing in 2024 to come up with that average; we took a 3-year average plus 3%, and then we did an average per call, so that means ALS, BLS, ALS2, and then we know what we're going to get. So, we know that 70% of that call volume of that 2,680 is Medicare/Medicaid, and so we know we're going to get \$500 per call, so we know what that mandatory adjustment is going to be. Then we've got 1% of our call volume in the other mandatory adjustments and looking at our 13 months of data that we have, we're seeing a projection there of how much we'll receive per call, to come up with our adjustment. Bad debt is about 8.47%, is what we're projecting of that Gross Revenue. So, those are the things that fall in that other bucket. We hope to be better than that, but as we look at our history, I don't know that we will be, we do what we can. So, that gives us Net Revenue to run our system of about \$2.3M for 2025. Collection rate is 34.38%, \$870 per call.

Council Member Khambata asked do we know how other EMS services rank in terms of like their collection rate or cost sharing?

Brenda replied we do, we have friendly insider data, and we do talk to other cities. We were all 1 team as we transitioned into billing services, we weren't the only ones who transitioned back in 2022 or 2023, and so we looked at that. The population is different,

as we're 70% Medicare/Medicaid and somebody else might be 65%, and that has a big impact as we look at that bad debt; so, that's one of the things that we compare with other cities as we talk to them.

Budget Impacts:

- Ambulance replacement, ordered 1.5 years ago; we've actually been working with our mechanics so we're not going to have to send the ambulance down to Red Wing. The latest number is \$20K-\$30K less than what we anticipated.
- Training of Firefighter-EMTs to Firefighter-Paramedics.
- Staffing level of dedicated ALS fire engine and 2 ALS ambulances.

Brenda said that is what we're going to have to look at here, not so much in 2025 and 2026, but we need to start allocating more of our Firefighter-Paramedics back over to the General Fund, what can this EMS service support? Other cities have done a Special Revenue Fund just to recognize that they're not going to cover the cost of depreciation in their ranks, depreciation really is only depreciation of their capital equipment. So, they're probably using other funds for that capital. We're going to just have to start to look at that now that we're getting great data out of our billing service.

Council Member Olsen asked can I recommend that everybody else might hate with regard to this Community Survey you want to do? Maybe we need to ask a question or several questions of the public about what do you want to pay for? What do you want your tax revenue to go to, with respect to certain Public Safety elements; whether it's additional police officers, more firefighters, additional EMS, whatever the case might be. Because here's the thing, you guys all read the same stuff as the rest of us do. Poor Myron, he just gets hammered sometimes. He did this video of Preserve.Play.Prospers, and the whole conversation was we're already taxed too much, you don't use the taxes properly now, you just need to change the way you do things. Well, here's the deal: We're the second lowest taxed community in Washington County, and but for Local Government Aid (LGA) that St. Paul Park receives, in an excessive amount, we would be the best; we're the second lowest and it's not good enough for some people. We're the third lowest in the metro for communities of 40,000+, and we talked last week about Shakopee getting fiscal disparity and those kinds of things. So, maybe we need to be a little more direct with the conversation and say, okay, you think you're overtaxed? What do you want to pay for, what don't you want? Because if you want EMS to go away, we'll make it go away for you, that's okay; but you just need to understand what that means. It means that when mom has a heart attack, it might be 10, 15 minutes before a bus gets here because it's going to be coming from St. Paul or someplace else, as opposed to right down on 80th Street. Maybe that's a question we have to ask people, maybe we have to get that clear with it. It fascinates me, you're already taxing us too much; well, that's why this is going on a ballot referendum, you get to pick, do you want it or don't you? We're not telling you this is what's happening, we're telling you this could happen, and here's the way it could happen, but the choice is yours. And spell out the benefits and the detractions to what we do; if you want less cops on the street, we'll put less cops on the street. If you want less ambulances, we'll do less ambulances. Because at the end of the day, as you look at these projections, there's no option. We can talk about grants and all those things, and you guys do so well chase third-party

dollars. Jon's a fantastic grant writer, he's looking for that stuff, but when the rubber meets the road, there's going to be a cost; everybody's good at saying this is what it costs, but very few people can identify value. And there's tremendous value to certain things, and this staff and this Council has worked so hard to keep that tax rate as the second lowest to ensure that the value to the taxpayer in Cottage Grove is realized and very clear; it's why people move here, right? You get more house for less money and all those kinds of things, but bottom line is if there is a will of the people to have that tax rate drop even further, it's going to come at the cost of services. And maybe we need to ask that question, what services do you not want?

Council Member Khambata said it's a hard question to ask. You're going to get the what do you want and what do you want to pay for are not going to be the same things.

Council Member Olsen said I get it, I know that completely. That's why I'm saying maybe we need to find a way to clarify that. Having done this for a little while and the mayor can absolutely chime in here, but I mean we've done community surveys time and time again; sometimes we'll get responses back that say 70% of the public feels like this is something that they want, so we'll go to the public with a plan, with a referendum question or whatever the case might be, and it will fail.

Council Member Khambata said Minnesota Statute gives us 5 members here the authority to promote the health, safety, and wellbeing of the community, that's what this fall under. It's not a matter of if we have to pay for it, we have to pay for it. So, if you're bound and determined, you're not wrong.

Council Member Olsen replied we don't have to pay for this. We could eliminate the EMS program this year if you want to.

Council Member Garza said that would be detrimental and horrible.

Council Member Olsen said it would be terrible, it would be a terrible thing to do, but we could do it.

Council Member Khambata said if our mandate is to promote the health and wellbeing of the community, it's in the community's best interest to have this service.

Council Member Olsen said I think that and you think that, and so does I think everybody in the room.

Council Member Garza said I understand your point, right? But in a City that is as developed as we are and as far along as we are, it's not like we can say, okay, what would you guys like to do, which services would you like provided. I think to me that's an insult to our City, and I'm just saying that because we provide these services, that's the reason why our community has moved here and we're living here, right? These are the expectations that we moved here to expect. So, if we were to go backwards and say, well, our budget is this, so do you want this or do you want that, as he said, we're appointed here to make these decisions and figure out what's best. And we get a lot of grief as City Council, and you guys really do. I'm very new to this, but just today I was sitting in a business, working, so I'm taking care of my business, and they started talking to me about the City Council; and their comments were that we could do better, and I said, well, you know, I've been here 8, 9 years now, and I have seen this Council do many things. And for you all to have, I'm not on this Council for as long as you have been, and I get there's people that disagree or agree or whatever with what you do, but to me, it speaks volumes for you all to have been here as long as you have. So,

regardless of the people that are giving you the nay say and all of that, you guys are doing the right thing.

Council Member Olsen said oh, trust me, I get it. The vast majority of people are much more positive, the vast majority.

Council Member Garza said right, and for us to be a City with our taxes really being the lowest in Washington County because of the St. Paul Park thing, we can't ask for anything more; and people are going to keep on complaining, but we're doing the best that we can, I believe.

Council Member Olsen said there will always be a portion who will not like anything that you do, that's a fact, but here's the reason I brought it up. When you go to the public and you ask those specific questions, the opportunity is that there will be overwhelming feedback that comes back that says we really like what's going on here, we like it a lot. When we do surveys, and the most recent one we did, what was the percentage, do you remember, was it 90% of the public said they liked? Administrator Levitt replied the Community Center. Council Member Olsen said yes, they liked what we were doing. Council Member Khambata said they agreed with the direction the City was going.

Council Member Olsen said yes, and it was big. So, to me, there's value in that because it says, well, we've asked you the questions, and this is the response that we got and overwhelming it says continue to do what you're doing. But look, everything costs money, everything. Everything we do costs money, and there has to be a recognition of that.

Council Member Thiede said so, I agree with Justin in terms of trying to get feedback from people and what they want, what they don't want, and what they think that we spend too much money on, things like that.

Council Member Olsen said in a statistical, measurable way.

Council Member Thiede said and the support for that is making sure we get enough demographic information with that study to be able to qualify those responses and so forth, so we understand what could be driving some of those responses, right, and what percentages, statistically.

Council Member Khambata said I think we're trying to kind of lead by example, right? So, a non-essential service is a ballot referendum because it's a nonessential service. Fireworks is donations driven; the Lions Club runs the Strawberry Festival, right? So, these nonessential services are for the most part are not paid out on the City budget. And, so, I think the rebuttal to that is look, when it comes to essential services, we'll do what we have to do to make sure that we're providing those; but I think our track record for nonessential services is we're very good about finding other funding sources or about going to the community and asking for their input on it before it gets implemented.

Council Member Olsen said that's absolutely true, and that's been Myron's motto since he became mayor. If it's a need, we're going to find a way to fund the need; if it's a want, we'll take it to the voters. And that's what he's always espoused and what he's always done, and I have a great deal of respect for that. And I think that's the right approach, because we are all about the core government services, and then those extra things or those things that would be sort of nice to have, we ask, is this something that you want or not? And whatever the answer is, the answer is. Our job is just to educate,

this is what could potentially happen, but I do think that there has to be a recognition at a greater degree that some of these core services are getting more expensive. Trucks get more expensive, labor gets more expensive, all the other things get more expensive, and so, if we're going to continue to provide the same level of service, there will be a cost. Now, the differentiator, as Jennifer points out, is the cost applies to everybody else, too. So, their costs are going to go up, just like ours are, and we've stayed at that second lowest in Washington County for a long time, and we've done it and achieved a AAA bond rating. At some point, you're like man, what more do you want? What else can we do for you?

Council Member Khambata stated but I think that survey, and I agree with you to have those types of questions on there. I think that the liability is being careful about how we respond to the answers.

Council Member Olsen said and that's why you use a professional firm because they will ask the questions the right way, and they'll give you the right data. And I didn't mean to take us off on that big, long tangent because I know you've got more to cover; but it's just a thought as we think about if we're going to go forward with a community survey, maybe we need to recalibrate some of the questions that we ask and the data that we're looking for.

Mayor Bailey said I'll just say a couple things: 1) I consider the EMS, and I know you do, too, a core value. It's an essential core function. The only thing that bothers me about our EMS, and everybody already knows it, is because we're providing it to our neighboring cities and getting zero support from the financial side of it. That's the only thing that bothers me, everything else we do, whether it's Public Works, there's a contractual agreement. And if we could get some contractual agreements with our neighboring cities regarding this, I think this is time to talk, then we need to do that. But I agree with you, whether you ask questions now, and I do think everybody would say no, this is a core function of government. 2) Now that we're going to have our new communications person on, I think the challenge might be for the City Council, if you will, is a clear message. What I mean by that is, I bet if you were to ask, just like we already know, if somebody calls 911, they know a cop's going to be there, an ambulance is going to be there, and Fire is going to be there. In most cases, I have to say, if it snows overnight, by 8 or 9 o'clock in the morning, your roads are plowed, right? So, then the question is if you say, okay, I can probably cut back on Public Works, but then your road won't get plowed until noon, or maybe we go to a completely different Snow Emergency declaration kind of thing. I'm not advocating for that, but my point is I do hear a lot from the public who say they absolutely love all of the stuff I just talked about. The question will be not everyone knows it. The last thing I'll say it's just like when I look at the stuff on the Preserve.Play.Proper, it's basically 4-or-5 people, and they're the same 4-or-5 people that complain about the same thing. The other ones that send me private messages or whatever, they're all for it. So, whether that will get it over the line or not, that's up to the public, and that's the way I've been on all of them, whether it's the referendum for the Community Center or this. This is a core function of government so we have to figure out a way with our partners in the cities, but I think I would not want to live in a community that has services coming from a hospital in St. Paul.

Council Member Olsen said and neither would I.

Council Member Khambata said the whole reason why the State had to pass the legislation regarding EMS is because there were so many gaps in service and so many rural parts that didn't have any service in the State. And, so, to be in a position where we can provide this and provide the level of service that we do, I think again our staff and our teams are doing a great job to be able to do that.

Special Revenue Funds

Pete said I'll talk a little bit about Forfeiture & Seizure and the Opioid Settlement Funds. You see that number in 2023, \$320K, correct me if I'm wrong, Brenda, that was a ledger change that we did when we got our original squad cameras, so that's why that number is so high, we didn't have a windfall or seize that much of anything.

2024 Accomplishments:

- Work with community groups to provide classes for awareness and naloxone administration to save lives.
- Expanded naloxone training to our Public Works and Parks and Recreation staff, in addition to equipping them with naloxone kits.
- Purchased in-squad camera systems.

2025 Goals:

- Partner with Washington County to identify and hire an embedded social worker to work as a co-responder with our Case Management Unit (75%-25% of the salary); Year 2 is a 50%-50% split, so our Opioid Settlement money is what we'll use to pay that.
- Work with community groups to provide classes for awareness and naloxone administration to save lives.
- Expand Community Paramedic Program.
- Automated License Plate Readers, we're doing a pilot program on those, but it started 2 weeks ago now.
- Update computer/cell phone forensic technology.

Budget Impacts:

- Increased need in forensic tools/software.
- Prosecuting attorney fees for forfeiture.
- Forensic detective training, as 1 of our detectives will probably retire in a couple of years and forensics training is very expensive.
- Enhancements in squad and body camera systems.
- New technology with surveillance equipment and camera trailer.

Council Member Olsen asked on forfeiture, I know that the law changed several years ago; are you going to talk about that?

Pete said I don't have a lot more data, but I can tell you that we get the criminal forfeitures from inhouse criminal cases; we handle the DUI forfeitures. Captain Rinzel and I both sit on the committees for the Narcotics Task Force and we're also members of the Sex Trafficking Task Force. They tell us the money is not just in there for a rainy-day fund; the laws keep changing so we use a lot of it for forensic equipment.

Council Member Olsen said I'm really interested in our participation with Washington County on the Narcotics Task Force and how that forfeiture map works today vs. how it used to work.

Captain Rinzel said the big thing I will say, going back to the original DUI forfeiture, that's where we gained the most of our money, that was earmarked specifically for DUI-related sharing; so, you see that transfer of the \$320K, that was actually our original first purchase of our squad camera system, all 3, and we're on our third variation already. But that money came all out of DUI forfeiture; you get a second DUI, that's a forfeiture. Now, 3 or more and it has to be a felony, and we still aren't getting them; they're giving the cars back after you get an Interlock on your car. The legislature really pushed us away from making a civil forfeiture for a criminal act, it pretty much has to be a criminal act to get any forfeiture money now, so, that's all diminished a lot.

Captain Rinzel said now on the other question, the partnerships we have with the Narcotics Task Force, we're 1 piece of that pie, so we get a percentage based upon total assets seized over time. Captain Petersen was on that team for a while, so it'll take 2 or 3 years for some of the big narcotic forfeitures that go federal to see that money hit our goals. So, that money is controlled exclusively by Washington County; we're told, this is your amount, and we can ask for things, like drones and a lot of other things out of that money. That's the same with now our Human Trafficking Task Force that Detective Campbell is on; we get a portion of that now. Oakdale left that group, we slid into that group, and we're getting funded now. For that position, we took their grant money, transferred it to us, so we're reimbursed his wages this year; for the first half of the year, we have \$50K, and we spent half. We should get about \$58K, and they've re-upped their grant to go from the State to get money from them; whether or not that grant is accepted or not we don't know. They have centralized the BCA as the main Human Trafficking Task Force in the metro; however, County seems comfortable and confident we'll get that money. So, if that happens, that's not seen in your numbers here, but this position will be totally funded then.

Council Member Olsen said wow, that would be phenomenal.

Captain Rinzel said so those are all the balls that are up in the air, and I can't tell you one way or the other; but we were very fortunate to move into Oakdale's slotted position that was supposed to expire I think in March, and then it got pushed to June, and then the State pushed the full grant process off until the end of this year. So, we'll know more later, but we got more in that money from financial pay than we do from the Narcotics Task Force, which we fund the person, but we get the forfeiture money.

Council Member Olsen said awesome, thank you.

Opioid Settlement Funds

Budget Impacts:

- Settlement Funds received to date=\$280,442.
- Estimate of \$49K per year for the next 14 years, but there's nothing guaranteed.

As previously noted, we used some of the funds received for training. We're confident the costs for the first couple years of the embedded social worker we already have funded; in the future, we'll talk with Washington County about what the costs will look like in 3-or-4 years and what kind of cost sharing there will be.

Budget Communication

Administrator Levitt stated we need to wrap up a few things:

We started at the beginning stating that next week we will talk about the CIP, so we'll be talking about capital and debt issuance, and that's another big part of your budget. So, if you want to scale back any of the debt that we anticipated in the budget, that would be then the discussion next time.

Also, knowing that we're not going to get the numbers from the County towards the end of the month, we'll probably really want to hone in on the 28th as our final budget meeting. So, before we get to that, though, it will be helpful if there are any questions, initial direction, themes for communication. Brenda did provide you some additional things: One is obviously related to the question about when does the debt fall off. Also, just a reminder to you, she handed out the form again about the Budget Adds that didn't make it into the budget; if you wish to add those back in, what the levy change is. She provided you an easy Debt Levy reduction calculator; so, if you see the levy increase on the third column, on that lower part, and you wish it to reach a certain number, you can see how many dollars must be cut to achieve that levy.

So, with that, we'll really turn it over to you, Mayor and Council, to give us some information, direction, and then obviously if we start to think about communications on the budget, if you have a few messages that you'd like us to work on.

Council Member Khambata said I think I told Jon and Pete each this several times, but they have their own set of staff and departments to look after and justify what money they get and what they really need. So, they're accountable to their own people. We, as the elected body, are a Council to everybody, so we must go back and justify this, and unfortunately, I think government should be spelled with a capital C for compromise. So, I just ask everybody, we like to hit everyone's number, but if something's got to give, tell me what you'd be willing to wait for and what you really can't, so that we can make a more informed decision.

Council Member Thiede said obviously I'm interested as I do think in some cases maybe we are spending a little too much money, with the debt and things like that, we need to look at that. It's great that we're in the lower taxing position, and people get hit from all directions, right? And, so, I certainly don't want to see that percentage go higher, any higher than what we first projected.

Mayor Bailey asked are you talking about what they have down here right now?

Council Member Thiede asked so, what do we have, 12? Mayor Bailey replied it's 12.48, Brenda said 12.5. Council Member Thiede said yeah, I certainly wouldn't want to see it go any higher.

Council Member Garza said I don't have much; I'm learning and trying to understand all of the budgets and the numbers, and I appreciate our staff making sure that they're keeping our City in a great position. And I appreciate all the departments that helped and support all that you do. But since it's new to me, I'm not that new so I can't keep using that as an excuse, but living here in the City, I appreciate everything that you guys have all provided, and I would like to continue that. So, however we can help, following what Tony said, if there are definitely what we need to look at and make sure that it's there, I would want to know about it; and those things that we need to talk about at our

next budget meeting just to make sure that we maintain our level of service in Cottage Grove.

Council Member Olsen said so the CIP next week is going to be a big discussion, obviously, because as we learned last week, the next couple of years of equipment and other materials that we're going to need to try to figure out how to fund, that's going to have a massive impact on what the levy's going to be. So, I'm very curious how that whole conversation is going to go, and I look forward to the dialogue there. I know you've already sharpened the pencils several different times to get where we are today. And I agree with Tony, if there's anything where you look and you say, gosh, maybe this is one of those things we can hold off until next year or the year after, I would like to know that just to make an informed decision.

Brenda, I wanted to ask on the Fund Balance Policy, you mentioned at the end of the year, those dollars are delineated for certain buckets. And I thought I heard you say 30% goes to Closed Debt, 25% goes to Equipment Replacement, 15% for Building Maintenance/Building Replacement, 10% for Pavement Management, and then I missed the last one.

Brenda said the last one, 5%, is for Internal Service Funds, and so when we did that in regards to our Fund Balance Policy, our Internal Service Funds had negative cash in it; and so, we said we're going to start directing 5% into one of the 3 funds, whether it's Self-Insurance, Fleet, or IT, at the discretion of the Finance Director and the City Administrator, and we would let you know. So, for last year, we put it in the IT Fund. And now that does not add to 100%.

Council Member Olsen stated it doesn't, that's what I was going to ask you. Brenda said the rest stays in the General Fund, and so that is intentional. Council Member Olsen said okay, that's on purpose; all right, good. Council Member Thiede asked so it's all being spent, 15%, right?

Council Member Olsen asked so do you think that that still makes sense as far as the delineation of funds?

Brenda replied it does to me, but if Council has any; Council Member Olsen said no, I'm asking for your input, that's all because as we kind of go through the numbers, you can see different funds are kind of doing this, so I just wanted to ask if you thought that made sense.

Council Member Olsen said I want to ask a question about the HRA Levy. So, if I recall, the HRA Levy, which is \$137,500 is simply another name for funding that already is being put into the EDA, right? It's just we're breaking it out differently, so that's not adding anything, it's simply just defining it differently. Okay, fair enough.

Administrator Levitt stated it's restricting it, to be honest. Council Member Olsen said understood, yes, it gives it a more statutory kind of directive. Administrator Levitt added and we want to be transparent, like the rest of this, right? We want to delineate what that money's going for and that will be an expense.

Mayor Bailey said and that's why you'll notice it's \$137,500 and \$137,500; the amount is what we've normally been doing, \$275K, but now it's split.

Council Member Olsen said yes, and the reason I was asking is because I've been looking at some of the other communities that do this as well, and it's becoming much more prevalent, it really is. So, from an accounting perspective, I think it makes a lot of

sense, but I also think it makes a lot of sense in terms of the ways in which you're going to use those dollars. We're getting to that point in our age as a community where some of this is necessary; Myron and I heard from a mutual friend here a couple weeks ago about fences along Jamaica Avenue and maybe that's something we talk about. So, yes, that's a good thing.

Council Member Olsen said the last thing I want to ask is early in the conversation today, you talked about we're doing retention interviews. Brian talked about all of the help tickets that he's been doing; I know Director Burfeind talked last week about the various work tickets that are coming in. The word that I wrote down here is capacity with a big question mark. Really, that's what I'm wondering is do we have the capacity to effectively continue to do those things and still provide the same level of service that our residents have become accustomed to? Because the demand continues to go up, and I know we've invested in people on the General Government side, which we hadn't done for years and years. I know that we invested in some additional Parks staff and probably could have given them 2 more, but honestly, that's what we did. I know the Police Department is constantly hearing from residents about I want the speed trailer here, we need more police officers doing traffic enforcement, those sorts of things. So, that's really the question: As we grow and the demands grow exponentially, has our capacity grown enough at a parallel rate to manage that? We're not living in the days where we have 3 Management Analysts at the front desk who do a little bit of this and a little bit of that and a little bit of the other thing; like, we have specialty positions now, we have very specific demands on people's time. Let's give credit where credit's due; poor Jaime, I think she's been doing 3-or-4 jobs for 6 months or more, and I know everybody pitches in where necessary. Myron and I were talking about when we went to the hockey game, Cretin Derham Hall vs. Park for the playoffs last year, Zac, Jordan, Molly, I mean everybody at the Ice Arena, they were mopping floors, cleaning bathrooms, serving hot dogs; they were all over the place. And it just makes me wonder, like from a capacity perspective, are we where we should be to be able to deliver that same level of service? And you don't need to answer that for me today, but just something to noodle on as we continue to kind of narrow down what we want to do; because ultimately, based on the desired outcome, we may need to adjust, we may need to shift, we may need to add a little here, maybe take a little there. Because I already know we're efficient, and I don't know how much more efficient we can be.

But that's really all I have. I think it's been a great process so far, you guys have done a lot of really hard work. I really appreciated the EMS discussion tonight because that's always been a concern for me and it has been my whole time on the City Council because you just watch that fund continue to tip; and it's such an important element of what we provide here in the City. But, boy, it's a lot more expensive every year to do it, so that's it. I have nothing else, Mayor.

Council Member Thiede stated when I started on the Council, it was right when the Good to Great was going on. And I've said this before, but what Justin is talking about is kind of the, part of the definition of great, in terms of everybody that's working together is making it happen. And I'm sure we all don't say how much we appreciate it as much as we should be saying it. So, that is very good.

Council Member Olsen said yeah, but we can't say thank you enough, we really can't. Mayor Bailey said no, I agree.

Council Member Garza said Jennifer, it sounds like Justin is attempting that upstream thinking. That's what I hear.

Council Member Olsen said that's our job, right? We have to look around the corner and see what other people don't see. I mean, that's what they ask us to do in this position, and it's hard, it's hard to do, but we're lucky we have a talented staff who give us great information and good direction, and that helps us make good decisions.

Administrator Levitt stated well, I'm grateful that you guys embrace the concept and the ideas for the year. I will warn you that staff has used that against me numerous times, though. So, we will continue our upstream thinking. The ones that have used it most often are the City Directors behind you.

Mayor Bailey said well, just for me, I don't want to see us go higher on the levy. I think you've given us a good budget. The one thing I would ask, though, it got brought up before, is there something out there where you go, you know what, I can wait another year or 2 for it, whether it's already in the budget, or these items that are kind of listed as extra. So, what I was really interested in, and some of this stuff is very self-explanatory, but if you say, and it's a small number, but if you say Fire Supplies, what does that mean? You know it's such a small number, but what is that comparably speaking to something else?

I don't know what Park Rental Lease Budget means as a Budget Add, so I'd want to know that. And I did ask the question about the next one there, which is the Parks Increased Total Restroom Budget, I think I mentioned that to you, Jennifer; that's the portable toilets, but the expectation is that the price of them are going to go up, and this is to cover the exact same ones but at the higher price. So, either you add it somehow, or you have less portable toilets in the parks. So, just food for thought there for the group here.

But some of the stuff is equipment, and we can talk about that next week when we do the CIP.

But the rest of it, like when you have on here, Pete or whoever, police officer change start date as an add of \$60K, what does that mean? So, just giving us kind of the data, what does it mean for the inspector or what's not going to get done? I cannot think any of this stuff is to make life easier, but my point is, is the goal like hey, if we bring another officer on at that time, is it because I'm going to put 2 people through training at the same time? Or would it be easier vs. is it I could wait 6 more months or whatever. I just want to know from this standpoint what the numbers are coming. And the warning siren, we've been talking about that, we got the 1 that we got taken care of, so I mean, we'll have to deal with that on a future date, I'm not as concerned about that.

But when it comes to some of these other things, like the Tasers, it's \$42K, what does that mean? Does that mean half the officers don't get new Tasers? Council Member Thiede said I think that's the entire program from the way I read it. Mayor Bailey said but that's what I want to know. Council Member Thiede said it's for 46 of them or something like that and for a year, put it in for a year for what, 5 years; so, you're getting that \$200K for the Tasers, but you're spreading it out. Mayor Bailey said

you're paying \$42K for the next 5 years, I agree. Council Member Thiede said that's the first thing I asked was well, but then do all of them need to be replaced, at what time? Are they all the same ones that are not supported? Mayor Bailey said yes, I just want to know. Because I don't want our officers going out there with faulty equipment when they go to use something or if the technology's changed and we can't get some new technology, we're going to have to figure it out.

So, that's what I'm looking at as we look at some of these things is tell me what's critical. If that's a critical thing, and you say we're going to need to do these Tasers because the old ones aren't supported anymore, then we're going to have to figure that out as a Council.

Pete asked when do you want a response on that?

Mayor Bailey said well, if you can, is our intent to make some final decisions after CIP next week?

Administrator Levitt replied I think we'll still have to wait some more. Council Member Olsen stated yes, until the 28th, because we have to get County's information.

Mayor Bailey stated yes, by the 28th, so if you guys can do that, it'll help us and we can also judge and see what are needs, we have to do this vs. this one can be pushed off.

Council Member Garza said I have a question on that one as well. Because it mentioned the Taser program, so is that Taser program a 5-year program, like charge \$20K and divide it out over the next 5 years, and we started like last year? Or is this something that we're looking to go into?

Pete replied I'll ask Captain Petersen, he's been running with that program.

Captain Petersen said sure, the way our current program works is we purchased our Tasers outright, we purchased the equipment, we buy the cartridges, we pay for the service contract annually, and things like that. What we're looking to do next year is consider it a lease of the whole program. So, we're leasing the equipment, the service, the Taser training as a package, and that's spread out over 5 years. So, the \$42K is a lease program. Basically, if we want to continue to use Tasers, which is recommended as a Best Practice, that's what you're paying for, and that's what it is.

Council Member Garza stated and that's why I asked that question because I wasn't sure if we were currently under that contract, which would mean we would need to stay in the contract, but this is a contract that we're looking to go into.

Captain Petersen replied the current Tasers we have are several years old, and they're saying as of next year, they'll no longer support them. Council Member Garza said thank you.

Council Member Thiede said so what does that mean, though? It's not like computers; I mean, things can go end of life, right? But you can continue to use your computer, it just means if something goes wrong, that they aren't doing upgrades or they aren't supporting it anymore, right? So, the question is if the Taser itself continues to work until something goes wrong with it, and then they wouldn't support it.

Captain Petersen said correct.

Council Member Thiede said at that time, conceivably, you could then buy a new one. Mayor Bailey asked buy or lease? Council Member Thiede said well, I know there are different philosophies on that. So, since you began with a replacement program as

the current Tasers die, and you can't get them fixed, then you buy a new one to replace it.

Captain Petersen said strictly speaking, yes, you could do that, but it's very difficult when you try to accomplish training of 46 people on different Taser platforms and have all the right training supplies and Taser cartridges on hand, and I could explain it to you sometime if you like.

Captain Rinzel said they won't support us, they won't sell us cartridges, they won't sell us anything related to that, they're just done with that. So, if you go in to buy a battery, the AAA battery that they need to work, they won't sell the batteries; they don't sell the cartridges, they don't sell anything, they're basically washing their hands of the platform, saying we're done. And we have ones that are already 2 models beyond what's available now, and we have the ones 3 before that for C.S.O.s and the others; we got rid of them carrying it. We've already taken everything we've had, we kind of stripped to that point where we're at.

Council Member Thiede said maybe next Tuesday night you can educate me a little bit more.

Council Member Khambata said there's going to be implications of liability, right? So, what's the implication of that unit failing because it's old? Council Member Olsen said yeah, that's a liability we don't want to take on. Council Member Khambata said so the cost of a single lawsuit far outweighs the cost of new Tasers, in my opinion, that's an important thing to take off, the risk.

Mayor Bailey said anyway, so that's enough. I just wanted to let you know that that's what I'm looking for. So, if you would, that would be helpful, and thank you for explaining it.

Council Member Olsen said on the bottom here, under the proposed changes, where you have your various points, your levy increase points; so, essentially what you're saying here is if you wanted to decrease the levy to X, this is the dollar value of that decrease. And so then that would require some additional savings someplace based on all the data that you've given us, and that has no bearing on any of this; this is all just if you want to add.

Brenda replied yes. Council Member Olsen said, okay, fair enough. Mayor Bailey told Brenda thank you for doing that, by the way, because that will really help us.

3. ADJOURNMENT

Motion by Council Member Olsen to adjourn; second by Council Member Thiede.
Motion passed: 5-0. The meeting was adjourned at 7:48 p.m.

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



City Council Action Request

7.D.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Meeting Cancellation - September 18, 2024		
Staff Recommendation	Approve the cancellation of the September 18, 2024, Council meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Cancelled meeting 2024-09-18</td></tr></table>	1.	Memo - Cancelled meeting 2024-09-18
1.	Memo - Cancelled meeting 2024-09-18		



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

From: Tamara Anderson, City Clerk

Date: August 20, 2024

Subject: Cancellation of September 18, 2024, Council Meeting

Background

The regularly scheduled Council meeting on September 18, 2024, is hereby cancelled. The next Council meeting will be held on October 2, 2024.

Action Requested

Approve the cancellation of the September 18, 2024, City Council meeting.



City Council Action Request

7.E.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	On-Sale Temporary Intoxicating Liquor License - Spiral Brewery, LLC		
Staff Recommendation	Authorize issuance of a temporary intoxicating liquor license to Spiral Brewery, LLC for "the Zywiec's Garden Centers Haunting Experience located at 10900 East Point Douglas Road South on October 18-19, 2024 and October 25-26, 2024.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		

To: Director of Public Safety- Peter J. Koerner
From: Detective Sergeant- Justin Henseler
Date: August 28, 2024
Subject: On-Sale Temporary Intoxicating Liquor License Addendum

APPLICANT

Amy Marie Fox (Owner/President Spiral Brewery, LLC)
111 2nd Street East
Hastings, MN 55033
651-212-7160

PLACE OF APPLICATION

Zywiec's Garden Center for "The Haunting Experience"
10900 East Point Douglas Rd S, Cottage Grove, MN 55016
Event Coordinator: Bill Zywiec

BACKGROUND

On 08/23/2024 the applicant submitted the attached application and appropriate paperwork for a temporary on-sale liquor license. The location the applicant applied for is Zywiec's Garden Center in Cottage Grove, MN. Zywiec's Garden Center hosts a yearly "The Haunting Experience" located at 10900 E. Point Douglas Rd S, Cottage Grove, MN 55016. The application lists the effective dates for liquor distribution of October 18-19 and October 25-26 from 7pm to 11pm hours.

CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a criminal history background check utilizing OSINT open-source websites, BCA, MGA, and CLEAR. I was unable to find any history of pertinent criminal case records, pertinent civil courts records, or judgements and liens for the applicant and business. MGA/CLEAR showed the applicant to have a speeding ticket in 2020. No other contacts or notable events were found.

CERTIFICATION

Spiral Brewery LLC has an active and "In Good Standing" business status with the state of Minnesota since 11/18/2014. Spiral Brewery has an active liquor/operating license in the city of Hastings, MN with no issues reported. The applicant, Amy Fox, is the sole registered agent of the business and of the LLC. See attached documentation for liability and compensation documents.

CONCLUSION

I have completed a thorough background investigation on the applicant and Spiral Brewery LLC. I could find no information which would preclude this applicant from obtaining an on-sale temporary intoxicating liquor license in the City of Cottage Grove or information which would bar them from functioning in such capacity.



Detective Sergeant Justin Henseler
Background Investigator



City Council Action Request

7.F.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Gambling Permit - Cottage Grove Chamber of Commerce		
Staff Recommendation	Authorize issuance of a single-occassion gambling permit to Laurie Lavine on behalf of Cottage Grove Area Chamber of Commerce to conduct a raffle at 8617 West Point Douglas Road #150 on December 11, 2024.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: August 22, 2024

Subject: **GAMBLING LICENSE APPLICATION – SINGLE OCCASION**

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Laurie Lynne Levine, on behalf of the Cottage Grove Area Chamber of Commerce, 8617 West Point Douglas Road S, Cottage Grove, MN 55016 has submitted an application for a Single Occasion Gambling Permit for their Evening of Excellence to be held at 8617 West Point Douglas Road South, Suite 150, Cottage Grove, MN 55016 on December 11, 2024, at 12:30pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Area Chamber of Commerce.



Peter J. Koerner – Director of Public Safety

08/22/2024



City Council Action Request

7.G.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Massage Therapy License - Yungang Wang		
Staff Recommendation	It is recommended to not approve the Massage Therapy License application for Yunfang Wang to operate as a massage therapist at Summer Spa in Cottage Grove, given the applicant does not meet the requirements outlined in City ordinance (3-7-3) which states applicants must graduate from an accredited school recognized by the United States Department of Education and/or pass the MBLEx exam.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		



To: Director of Public Safety Peter J. Koerner
From: Detective Sergeant Justin Henseler
Date: August 21st, 2024
Subject: Massage Therapist License Application

APPLICANT

Yunfang Wang
6422 City West Pkwy Apt. 2203
Eden Prairie, MN 55344

PLACE OF APPLICATION

Summer Spa
8471 E Point Douglas Rd S #105B
Cottage Grove, MN 55016

BACKGROUND

On August 1, 2024, Yunfang made application with the City of Cottage Grove, to operate as a licensed massage therapist, at the business, Summer Spa of Cottage Grove, at the address of 8471 E Point Douglas RD S #105B, Cottage Grove, MN 55016. The application was submitted containing a photocopy of a Minnesota driver's license, school transcript and certificate, and application/insurance forms.

CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, CLEAR, and OSINT. I was unable to find any history of criminal case records, pertinent civil courts records, or judgments and liens, nor did I observe any contacts with law enforcement for traffic violations for Yunfang.

Upon running the attached copy of the Minnesota DL that was provided, it showed a regular class D License with no restrictions. The social security number provided on the application was able to be verified. I was able to observe the original driver's license of the applicant in completing this background, which appeared to be valid and match the signature of the applicant.

CERTIFICATION

In her initial application, Yunfang provided copies of transcript/certificate from L.A. Beauty School, showing she was awarded a Certificate of Massage Therapy on September 10th, 2019. On the L.A. Beauty School certificate and transcripts, it should be noted that there is an official L.A. Beauty & Massage School seal that has a location of Richfield, MN within the seal. I was unable to find this school when doing a basic internet search. It appears that the school is now called Lavish Beauty School located in Eden Prairie. I called the business and staff confirmed that they changed their business name and location in the year 2021 but did not have an exact date. On August 20th, 2024, I sent an email request to the school asking for a copy Yunfang's official transcripts be mailed to The City of Cottage Grove - Investigations Division.

On August 21st, 2024, I received an email from Mike Stein with the U.S. Secretary of Education, who advised that they were unable to locate an accredited school by the name L.A. Beauty School in their public database.

CONCLUSION

There are no negative comments, or mention, of Yunfang, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. No negative social media, or posts, observed for Yunfang.

As noted above in the certification section, the certification does not appear to be from an accredited agency that is recognized by the United States Department of Education, which does not comply with Cottage Grove City Ordinance 3-7-3-B-1.a1 in relation to License Requirements.

This concludes my background investigation for this applicant working in the position of Massage Therapist in the City of Cottage Grove.

A handwritten signature in dark ink, appearing to read "Justin Henseler", with a long horizontal line extending to the right.

Detective Sergeant Justin Henseler
Background Investigator



City Council Action Request

7.H.

Meeting Date	9/4/2024				
Department	Administration				
Agenda Category	Action Item				
Title	Washington County Worksite Wellness Grant				
Staff Recommendation	Authorize the Wellness Committee on behalf of City staff to apply for the Washington County Worksite Wellness Grant through the Statewide Health Improvement Partnership (SHIP).				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo - Washington County Worksite Wellness Grant</td></tr><tr><td>2.</td><td>Worksite-Wellness-Proposal-Guidelines</td></tr></table>	1.	Memo - Washington County Worksite Wellness Grant	2.	Worksite-Wellness-Proposal-Guidelines
1.	Memo - Washington County Worksite Wellness Grant				
2.	Worksite-Wellness-Proposal-Guidelines				



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

From: Tamara Anderson, City Clerk

Date: September 4, 2024

Subject: Washington County Worksite Wellness Grant

Background

The Wellness Committee, on behalf of City Staff, is requesting permission to apply for the Washington County Worksite Wellness Grant through the Statewide Health Improvements Partnership (SHIP). SHIP aims to assist Minnesotans in leading healthier, longer lives by addressing chronic disease risk factors such as tobacco use, poor nutrition, and physical inactivity.

Grant Details:

- **Funding Amount:** Amount requested \$2,500
- **Required Match:** 10% of the total funding requested

Proposed Use of Funds:

The Wellness Committee proposes utilizing grant funds to construct raised garden beds at City Hall in a location not visible to the public. This private garden space would provide employees with a quiet and peaceful retreat where they can engage in gardening activities without distractions. By situating the garden beds in a less public area, we aim to create a more intimate and relaxing environment for employees to enjoy the benefits of gardening.

The raised garden beds would be enclosed by fencing to prevent animals from accessing and damaging the plants. Additionally, the garden area would be equipped with a water source, such as a hose or spigot, to ensure that employees have easy access to water for watering their plants. These features would help to maintain the health and productivity of the garden beds, allowing employees to enjoy the benefits of gardening without the added challenges of pest control or water shortages.

Benefits of Gardening for Employees:

Gardening offers numerous benefits for employees, including:

- **Stress Reduction:** Gardening has been shown to reduce stress levels and improve mental well-being. The act of tending to plants and observing their growth can be therapeutic and calming.

- **Increased Physical Activity:** Gardening involves various physical activities, such as digging, planting, weeding, and harvesting. These activities contribute to increased physical activity levels and can help improve overall fitness.
- **Improved Nutrition:** Gardening provides employees with the opportunity to grow their own fresh fruits and vegetables. Consuming homegrown produce is often associated with healthier dietary habits and increased intake of essential nutrients.
- **Community Building:** Gardening can foster a sense of community among employees. Shared gardening experiences can promote teamwork, collaboration, and social interaction.
- **Accessibility for All Employees:** Raised garden beds can be designed to accommodate employees with all ability levels, ensuring that everyone has the opportunity to participate in this beneficial activity. For employees who do not have yards or the means to garden at home, these raised beds offer a valuable and accessible option.

Health Benefits of Gardening:

Research has consistently demonstrated the health benefits of gardening. Some key findings include:

- **Reduced Risk of Chronic Diseases:** Gardening has been linked to a lower risk of chronic diseases such as heart disease, stroke, diabetes, and certain types of cancer.
- **Improved Cardiovascular Health:** Regular gardening can help improve blood pressure, cholesterol levels, and overall cardiovascular health.
- **Boosted Immune System:** Gardening may contribute to a stronger immune system, making individuals less susceptible to illness.
- **Enhanced Mood and Cognitive Function:** Gardening has been shown to have positive effects on mood, reducing symptoms of depression and anxiety. Additionally, gardening activities can stimulate cognitive function and improve memory.

The Wellness Committee is eager to incorporate the fresh produce grown in the raised garden beds into various staff events. And, by showcasing the fruits of our labor, we hope to inspire others to adopt healthier eating habits and appreciate the benefits of local, sustainable agriculture. By investing in raised garden beds, the City can promote employee health and well-being, fostering a healthier and more productive work environment.

Action Requested

Authorize the Wellness Committee on behalf of City staff to apply for the Washington County Worksite Wellness Grant through the Statewide Health Improvement Partnership (SHIP).

Worksite Wellness Partner Project Request for Proposal

I. Background

Living Healthy Washington County (LHWC) is pleased to announce an opportunity to submit a proposal request for 2024 Worksite Wellness Partner Project funding. These funds are made available through the Statewide Health Improvement Partnership (SHIP), which strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of tobacco use and exposure, poor nutrition and physical inactivity.

To be eligible for funding, worksites must be located within Washington County. For the purpose of this grant: a worksite is defined as a business location, separate from a home, where staff work together in a shared building or space. In addition, funding priority will be given to:

- Project proposals that directly impact or support adults 45+
- Businesses owned and employing Black, Indigenous and People of Color (BIPOC)
- Worksite with fewer than 100 employees

II. Funds and Project Timeline

Funding award amounts may vary, however, the total for any project cannot exceed \$5,000. Funded partners are required to provide a 10 percent match of the total funding requested. Only one project per agency is allowed. Proposals will be reviewed as received and priority funding will be given to proposals submitted by 4:00 p.m. on August 9th, 2024. Funds will be available through October 31, 2024. Approved funds are provided on a reimbursement basis. Purchases made prior to signed contract date will not be reimbursed. Details for submitting a proposal can be found on the project submission form. Living Healthy staff will be available to help navigate through the application process and answer any questions that may arise.

Activity	Due Date
Proposals Due	Proposals reviewed as received and priority funding will be given to proposals submitted by August 9 th , 2024
Funds Awarded	Funds will be made available to partners on the date of the signed & approved agreement with the County.
Final Report Due	October 31, 2024

Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health

Government Center • 14949 62nd Street North • P. O. Box 6 • Stillwater, MN 55082-0006
 Telephone: 651-430-6655 • Fax: 651-430-6730 • TTY: 651-430-6246
An equal opportunity organization and employer

III. Project Criteria and Focus Areas

Applicants may choose one of the following projects that fulfills the funding requirements. LHWC provides support to worksites to establish a foundation for employee wellness.

- **Wellness Foundations:** Projects will focus on one or more of the following:
 - Convene worksite wellness committee
 - Conduct employee wellness survey (Samples available as examples/consultant available to help)
- **Healthy Eating:** Projects will increase access to fruits and vegetables, and decrease access to added sodium, added sugars and saturated fat. This can be accomplished by addressing the food environment through breakrooms, vending, and healthy snacking, catering and/or cafeteria food access.
- **Physical Activity:** Increase access to physical activity and provide support or policies that address being physically active in the workplace or optional opportunities beyond the workday.
- **Tobacco-Free Environments:** Promote and establish tobacco-free environments and provide supports for tobacco cessation.
- **Breastfeeding Support:** Accommodate and support breastfeeding employees.
- **Mental Well-Being initiatives:** Address challenges around mental health; build skills among managers to create a supportive environment around the mental health of employees.

IV. Funding Requirements

- Worksites must be located in Washington County.
- Proof of 1.5 million liability insurance is required.
- Projects must include at least one focus area as described above.
- A designated project lead must connect with Living Healthy staff to finalize the action plan, timelines, budget, evaluation plan, and a county agreement.
- Projects must be based on the employee wellness options listed in table below.
- Applicants must provide a 10 percent match of the total funding requested.
- The project lead must be able to carry out general business practices for accounting, record keeping, timely invoicing and reporting. The project lead may assign someone from the organization these duties and responsibilities if necessary.
- Evaluation and reporting is required. Assistance will be provided as needed.
- SHIP funds must be spent by October 31st, 2024.

Employee Wellness Options		
SHIP Focus Area	Allowable Expenses	Estimated Project Costs (10+ more employees)
Wellness Foundation Ideas	- Up to \$500 of partner project funds may be allocated to staff time dedicated to implementing the approved project. - Employee Wellness Survey (through an insurance provider or Living Healthy worksite consultant)	Funding amount may be dependent on # of employees and activities selected
Breastfeeding Project Ideas	- Chairs/rockers - Tables, lamps - Small refrigerator for storing breastmilk - Breast pumps - Basic updates to a room for breastfeeding in worksite (educational posters, paint, bulletin boards)	\$500-\$2,000
Healthy Eating Project Ideas	- Small utensils/equipment to support preparation of healthy foods at work: refrigerator, cuttings boards, knives, apple slicer, etc. - Hydration Station	\$500-\$5,000
Physical Activity Project Ideas	- Small fitness equipment - Standing work stations for shared work spaces - Supports for Bike-Friendly Workplace efforts i.e. Bike Rack, painted bike lane, bike repair tools, trail signage - Planning for development and use of walking paths, trail signage	\$1,500-\$5,000
Tobacco Project Ideas	- Staff time to coordinate a tobacco policy update and communication process limited to \$500 per individual per year - Signage to communicate updated policy	\$500-\$1,000
Mental Well-Being	Quiet room items like a comfortable chair, soft lighting, yoga or relaxation mats, yoga or stretching posters	\$1,000-\$3000

If Questions Contact: Lia Burg lia.burg@co.washington.mn.us



City Council Action Request

7.I.

Meeting Date 9/4/2024

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: August 26, 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 - SEPTEMBER 4, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002430	6644	Pine Crest Trail South	Khanna, Akshat
RENT-002454	6510	Jody Avenue South	Zambie, Haley
RENT-002458	9310	64th Street South	Rigby, Deborah
RENT-002461	9287	Jareau Avenue South	Engelking, Jena



City Council Action Request

7.J.

Meeting Date 9/4/2024

Department Administration

Agenda Category Action Item

Title 2025-2026 Sergeants Labor Contract

Staff Recommendation Approve the 2025-2026 labor contract with the Sergeants union. All wage and benefits costs have been budgeted for the 2025 budget.

Budget Implication Included in the 2025 budget.

Attachments

1.	Memo - Sergeants Contract
2.	2025-2026 Sergeants Contract- Final



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Joe Fischbach, HR Manager
Date: August 29, 2024
Subject: 2025 - 2026 Sergeants Labor Contract

Introduction

The City and the Sergeants labor union have tentatively agreed to 2025 - 2026 labor agreement, subject to City Council approval.

Background

Management staff and representatives of the labor union met on three occasions and were successful in reaching a two-year tentative agreement for 2025 - 2026, subject to City Council approval.

Wages

The contract calls for a cost-of-living-adjustment (COLA) of 3.0% in each of the two years. Additionally, the contract calls for a 6% market adjustment in 2025 and a 3% market adjustment in 2026.

Minnesota Paid Leave

The state of Minnesota will be implementing a new Paid Leave law in 2026. The parties did not agree on any split that differs from the statutory default 50/50 split on the payroll tax.

Annual Leave

Eight hours of Annual Leave has been added to each accrual level. Additionally, the end-of-the-year cap has been increased from 264 hours to 280 hours. It also memorializes that new employees will receive a 40-hour Annual Leave bank. The parties also agreed to add language that allows the City to give new hires prior outside work credit for Annual Leave accrual purposes.

Uniform Allowance

The annual uniform allowance will increase 3.0% per year for each employee. Employees will be paid half of the allowance in January and the other half in July. This will eliminate City issued credit cards for uniform related purchases.

Earned Safe and Sick Time (ESST)

The parties agree that employees in the union are eligible for ESST. However, as essential employees, employees in the bargaining unit agree they cannot use the weather event provision of the law.

Vehicle Use

The police department has implemented a new vehicle use policy. Union members agree to the terms and conditions of said policy.

Other Provisions

Union members received pay and benefits that were not specifically referenced in their contract. Paid Parental Leave, Employee Recognition and Advanced Resignation provisions have been added to the labor contract. They will enjoy the same benefits of the policies as non-represented employees, as approved by the City Council.

Action

Staff is recommending Council approve the 2025 - 2026 labor contract with the Sergeants union. All wage and benefits costs have been budgeted for in the 2025 budget.

LABOR AGREEMENT

CITY OF COTTAGE GROVE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
EMPLOYEE'S UNION, LOCAL NO. 138
FOR
POLICE SERGEANTS



JANUARY 1, 2025 - DECEMBER 31, 2026

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LABOR AGREEMENT
CITY OF COTTAGE GROVE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
EMPLOYEE'S UNION, LOCAL NO. 138
FOR
POLICE SERGEANTS

2025 - 2026

ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2025, between the CITY OF COTTAGE GROVE, MINNESOTA, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC. EMPLOYEE'S UNION, LOCAL NO. 138, hereinafter called the UNION.

The intent and purpose of this Agreement is to:

- 1.1 Establish hours, wages and other conditions of employment.
- 1.2 Establish procedures for the resolution of disputes concerning interpretation and/or application of this Agreement.
- 1.3 Specify the full and complete understanding of the parties.
- 1.4 Place in written form by Agreement, the terms and conditions of employment which will be in effect for the duration of this Agreement as specified in Article XXIX.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the following described permanent employees as an exclusive bargaining unit of employees under Minnesota Statutes Section 179.71, Subdivision 3, and the Law Enforcement Labor Services, Inc., as the exclusive representative of said unit:
 - A. Police Sergeants
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc., Employee's Union, Local No. 138
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc. Employees Union, Local No. 138
- 3.3 Employee: A member of the exclusively recognized bargaining unit
- 3.4 Department: Police Department of the City of Cottage Grove
- 3.5 Employer: The City of Cottage Grove
- 3.6 Department Head: The Public Safety Director for the employer-appointed authority
- 3.7 Base Pay Rate: The employee's hourly pay rate
- 3.8 Scheduled Shift: A consecutive work period including rest periods and lunch breaks
- 3.9 Shift Change: A normal change in work schedule in a twenty-four (24) hour period with eight (8) hours between shifts
- 3.10 Rest Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties
- 3.11 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties
- 3.12 Seniority: Length of continuous service with the department as a Sergeant
- 3.13 Severance Pay: Payment made to employees upon termination of employment
- 3.14 Overtime: Work performed at the express authority of the Employer in excess of the employee's scheduled shift.

ARTICLE IV. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the employer.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 All employees covered by this Agreement shall recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including, but not limited to, personnel policy and work rules. Any prerogative and authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

ARTICLE VI. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union shall designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken of the City under the provisions of Article VI.

ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURES

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement and the policies and/or the rules and regulations of the Police Department.
- 7.2 Union Representative: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors, when so designated.

- 7.3 Processing of a Grievance: The processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only, when consistent with such employee duties and responsibilities. The aggrieved employee shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the City during normal working hours, provided that the employee has notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the City.
- 7.4 Procedures: A grievance, as defined by Article 7.1, shall be resolved in conformance with the following procedures:
- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Deputy Director for the division, as designated by the City. The Deputy Director for the division will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions of this Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Deputy Director's final answer in Step 1. Any grievance not appealed in writing in Step 2 by the employee within ten (10) calendar days shall be considered waived. This step shall be omitted if the Department Head is also the immediate supervisor.
- Step 2. If appealed, the written grievance shall be presented by the employee and discussed with the Director of Public Safety. The Director of Public Safety shall give the employee the City's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Director of Public Safety's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by the employee and discussed with the City Administrator or designee. The City Administrator or designee shall give the employee the City's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator or designee's final answer in Step 3. Any grievance

not appealed in writing to Step 4 by the employee within ten (10) calendar days shall be considered waived.

- Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board. If the employee or the Employer representative is on vacation, sick, or absent from work, the time for the processing of such grievance will be extended by that time. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

7.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the employee, and shall have no authority to make a decision on any other issue(s) not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the City and the employee and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for this arbitrator's services and proceedings shall be borne equally by the City and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a

grievance or an appeal thereof within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee.

ARTICLE VIII. SAVINGS CLAUSE

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

ARTICLE IX. CONSTITUTIONAL PROTECTION

- 9.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.
- 9.2 The City and Union agree to continue to follow a policy of non-discrimination on the basis of race, color, religion, national origin, or sex, as set forth under Title VI of the Civil Rights Act of 1964.

ARTICLE X. SENIORITY

- 10.1 A policy of seniority within the department shall be formulated that will give regular employees with a longer period of service an opportunity for promotion and also to provide employment security, provided the employee is qualified.
- 10.2 There shall be a seniority list established which shall include an employee's original date of hire or transfer into the department.
- 10.3 In the event of layoff, the reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the same basis of seniority. No new employee shall be hired until the layoff list has been exhausted. Employees laid off will have an opportunity to return to work within two years from their layoff date. Employees recalled shall report to work within two weeks after notice was sent to their last known address. Failure to report as stated above, employee forfeits his/her recall right.
- 10.4 No regular employee shall be laid off out of turn on the seniority list.
- 10.5 Vacation requests for the months of January through June should be submitted by December 15th of the previous year. Vacation requests for the months of July through December should be submitted by March 15th. The Department should

approve or deny vacation requests by December 25th and March 25th allowing 10 days to process requests. Vacation requests should be granted on the basis of seniority within the department as a full-time, licensed police officer. If all sergeants within the patrol or investigative units have requested vacation for the same day(s), the sergeant with the least seniority within the bargaining unit should be denied leave in order to meet the supervisory needs of the department.

ARTICLE XI. DISCIPLINE

- 11.1 The City will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion
 - E. Discharge
- 11.2 Suspension, demotion and discharge will be in written form.
- 11.3 Written reprimands, notices of suspension and notices of discharge shall become part of the employee's personnel file and shall be read and acknowledged by the employee. An employee will receive copies of reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel records at reasonable times, under the direction supervision of the office of Administration.
- 11.5 Discharge will be preceded by a five (5) day suspension without pay.
- 11.6 Grievances pertaining to this article shall be initiated by the employee in Step 1 of the grievance procedure, under Article VII.
- 11.7 In the event of discharge, the employee or his/her representative shall be entitled to a hearing before the City Council if requested in writing within five (5) days of discharge, the hearing shall take place within ten (10) days of receipt of said notice. If it is then determined that the employee has been unjustly discharged, he/she shall be reinstated at once and all wages and other benefits lost during his/her time off shall be credited to him/her.
- 11.8 Suspensions for disciplinary reasons may be made for periods not exceeding thirty (30) working days in a twelve (12) month period for just cause. The Department Head shall provide the employee with a written statement of the reasons for the suspension within twenty-four (24) hours of the suspension. Upon the request of the employee or his/her representative, made within five (5) days of the suspension, he/she shall be entitled to a hearing before the City Council

within ten (10) days of the receipt of request, on the merits of the suspension, after which the City Council may rescind, modify or uphold the suspension.

- 11.9 Employees shall not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE XII. WORK SCHEDULES

- 12.1 The sole authority to establish and revise work schedules is that of the EMPLOYER. The normal work week shall be an averaged forty (40) hours. The work year will be 2080 hours. At the beginning of each year, each sergeant will be credited for 96 hours for holidays, leaving a work schedule commitment of 1984 hours. If a sergeant leaves the department during the year this time will be prorated. In no case shall an employee work more than 2080 hours in any one calendar year at straight time (paid work time, compensatory time, annual leave time, ninety-six (96) hours holiday time, and training time will be credited toward 2080 hours.)
- 12.2 An employee who is scheduled to work during changes in daylight savings time shall account for the time as follows: Employees working one hour longer than their normal shift shall receive one (1) hour pay at one and one-half (1 ½) times their base pay rate. Employees working one hour less than their normal shift shall submit a time off slip that deducts one (1) hour towards their yearly 2080 balance.

ARTICLE XIII. COURT TIME

- 13.1 An employee who is required to appear in court during his/her scheduled off duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate.
- 13.3 An employee who is required to appear in court and the court appearance is canceled less than twenty-four (24) hours before the employee's scheduled appearance shall be entitled to overtime pay as provided in Section 13.1.

ARTICLE XIV. LEGAL DEFENSE

- 14.1 The Employer shall carry and pay for \$500,000 of insurance covering employees for claims made against them for (1) negligent operation of a City vehicle; (2) false arrest; (3) false imprisonment or detention; and (4) malicious prosecution. No employee will be covered for personal injury arising out of the willful violation of a penal statute ordinance committed by or with the knowledge or consent of any employee.

- 14.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and/or under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE XV. JOB POSTING

- 15.1 Regular job vacancies shall be filled on the concept of promotion from within, provided that applicants:
- A. have the necessary qualifications to meet the standards of the vacant job; and
 - B. have the ability to perform the duties and responsibilities of the vacant job.
- 15.2 The City has the final decision in the selection of employees to fill posted jobs, based on qualifications, abilities and experience.
- 15.3 Job vacancies will be posted for fourteen (14) calendar days so that interested employees can be considered for such vacancies.

ARTICLE XVI. PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.
- 16.2 All employees will serve a twelve (12) month probationary period in any job classification, in which the employee has not previously served a probationary period.
- 16.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the City. This section applies only to newly hired or rehired employees, and not to any employee who had previously been employed by the City in a different classification.
- 16.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the City.

ARTICLE XVII. ANNUAL LEAVE

- 17.1 Each regular, full-time City employee shall earn annual leave at a bi-weekly rate which will total the following amount of annual leave:

0 through 4 years City (or equivalent) employment	160 hours per year
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5 through 9 years City (or equivalent) employment	184 hours per year
10 through 14 years City (or equivalent) employment	208 hours per year
15 through 19 years City (or equivalent) employment	240 hours per year
20+ years City (or equivalent) employment	256 hours per year

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

Employees currently earning 192 hours/year of Annual Leave will stay at the accrual rate until they reach 10 years of service.

Each regular, part-time employee shall receive annual leave in proportion to the number of hours he/she works per pay period, in accordance with the above schedule.

- 17.2 Except in the case of injury or illness, annual leave may only be taken upon approval of the employee's supervisor, which approval shall not be unreasonably withheld. Such approval shall consider City service needs.
- 17.3 Annual leave earned shall be accrued and the total number of earned annual leave hours shall be provided to the employee each pay period. Annual leave with pay may not be taken unless it has been earned. Except in the case of injury or illness, no employee shall be allowed to take more than 160 consecutive hours of annual leave at one time.
- 17.4 Employees who terminate employment with the City and have annual leave time remaining shall be paid for their accrued annual leave, provided they have completed at least one thousand forty (1,040) hours of employment.
- 17.5 An employee who uses annual leave for illness or injury may be required to present evidence that he/she is again able to perform all the duties of his/her job description.
- 17.6 Annual leave must be taken in increments of no less than one-half (1/2) hour. Except as provided for employees converting to annual leave, no employee may carry over more than two hundred eighty (280) hours of accumulated annual leave from one year to the next. In the event that an employee has in excess of two hundred eighty (280) accumulated hours of annual leave after December 31 of any year, the employee's accrued annual leave shall be reduced to two hundred eighty (280) hours.

- 17.7 Once per year, on either the first pay period after April 1 or the first pay period after October 1, any employee who has completed at least seven (7) years of service with the City may exchange up to twenty-four (24) hours of accumulated annual leave for payment equal to twenty-four (24) hours of pay at his/her current rate. Any employee who has completed at least fifteen (15) years of service with the City may exchange up to forty (40) hours accumulated annual leave for payment equal to forty (40) hours of pay at his/her existing rate.
- 17.8 MN Paid Leave. The parties have not agreed to alter the 50% employer/50% employee premium contribution formula outlined in Minn. Stat. Sec. 268B.14, Subd. 3.
- 17.9 Employees will receive the same benefits as the non-represented employee group regarding the Earned Safe and Sick Time (ESST) Policy in the Personnel Policy, as approved by the City Council. The parties agree that the weather event provision in the statutory ESST law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit.

ARTICLE XVIIB. BEREAVEMENT LEAVE

- 17B.1 Each full-time employee may request up to three (3) shifts of bereavement leave in the event of a death in the immediate family. Immediate family is defined as: spouse, parent (including stepparent or legal guardian), child (including stepchild/foster child), sibling (including stepsibling), grandparent, grandchild, parent-in-law, brother/sister-in-law, and son/daughter-in-law. The City Administrator or designee will be responsible for approving or denying requests for bereavement leave. Bereavement leave shall not be charged against an Employee's leave balance.

ARTICLE XVIII. UNIFORMS & P.O.S.T. LICENSE

- 18.1 The EMPLOYER agrees to pay \$1,072 in 2025 and \$1,105 in 2026 as uniform allowance and uniform repair for all employees listed in this Agreement. Said style and color of uniforms are to be selected by the Director of Public Safety of the City. Two equal, taxable payments will be made each year. The payments will be included with the first paycheck in January and July.
- 18.2 The EMPLOYER will pay the full cost of each sworn officer's P.O.S.T. license, including initial and renewal fees.
- 18.3 Damaged Uniform Replacement: Any uniform item that a Sergeant is responsible for purchasing with the Sergeant's uniform allowance that is substantially damaged or destroyed in the line-of-duty as the result of a lawful and procedurally correct action taken by the Sergeant will be replaced at the department's expense. This provision is not intended to include those items

damaged or destroyed as a result of the Sergeant's inattentiveness or negligence, or those items no longer useful as a result of normal wear and tear.

ARTICLE XIX. HOLIDAYS

- 19.1 In lieu of holidays off, each employee will receive 60 hours of pay at his or her regular rate of pay with the first paycheck in June of each year. Each employee shall receive another 60 hours of pay at his or her regular rate of pay with the first paycheck in December of each year.
- 19.2 Employees who start or leave employment during the year shall have this holiday compensation prorated at 10 hours of regular pay per complete month of employment.
- 19.3 Floating Holiday – To be scheduled with the permission of the employee's supervisor. The Floating Holiday will cover the Sergeant's whole, regularly scheduled shift. Provided on a pro rata basis based on actual completed months worked.

ARTICLE XX. WAGES

20.1 Wage Schedule

The 2025 wages include a 6% market adjustment and a 3% cost-of-living-adjustment. The 2026 wages include a 3% market adjustment and a 3% cost-of-living-adjustment.

		80%	83.80%	86.70%	89.60%	92.40%	96.20%	100.00%
		start	6 months	1 year	2 years	3 years	4 years	5 years
Sergeants	Step	A	B	C	D	E	F	G
Pay starting 1/1/2025	Hourly rate	52.32	54.81	56.70	58.60	60.43	62.91	65.40
Pay starting 1/1/2026	Hourly rate	55.46	58.09	60.10	62.11	64.06	66.69	69.32

Both parties acknowledge that Sergeants who are certified paramedics are retired as primary response paramedics. If the employee wants to keep his/her paramedic certification, the City will continue to pay for their training and certification.

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ARTICLE XXI. INSURANCE

- 21.1 The EMPLOYER shall pay a maximum contribution per month per employee.
The contribution may be used toward the premium for group medical coverage.

2025 - 2026 Employer Contribution

HSA Plan

Single- 100% of premium
Single + One- 70% of premium
Single + Children- 70% of premium
Family- 70% of premium

HSA Elect Plan

Single- 100% of premium
Single + One- 70% of premium
Single + Children- 70% of premium
Family- 70% of premium

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

One and EE + Children.

Employees currently receiving waiver compensation will continue to receive waiver compensation. It will be \$225/month for full-time employees and \$112.50/month for regular part-time benefit eligible employees. Employees who waive but do not receive waiver compensation may still waive but will not receive any waiver compensation. All new employees must enroll in a minimum of single medical coverage. If an employee receiving waiver compensation elects City insurance and then waives again in the future, they will not be eligible for the waiver compensation.

The City will reconvene the Insurance Committee if significant changes to the health insurance plan design are anticipated.

- 21.2 The City shall pay the premium for a Twenty Thousand Dollar (\$20,000) life insurance policy on each employee.
- 21.3 The City shall contribute up to \$29.00 per month per employee for a long-term disability policy. This policy will be a taxable benefit to the employee and will be reflected as such on his/her paycheck.
- 21.4 Short-term disability benefits shall be paid to such a regular employee who shall have missed twenty (20) consecutive working days' employment due to illness or injury.

The amount of the short-term disability benefit payable shall be the difference between the employee's regular rate of pay, in effect at the time of the injury or illness, unless otherwise approved by the City Administrator or his/her designee and any payment(s) the employee receives or anticipates receiving in the nature of wage loss replacement whether it be from Long-term Disability, Personal Short-term Disability, workers compensation, PERA disability, OASDI, personal injury protection, or any other source, payable from the 21st working day following the employee's initial absence from work due to injury or illness and continuing for a maximum of ninety (90) working days. The intent of this benefit is to make employees whole for qualifying illnesses and/or injuries. Any other payments made to the employee because of injury and/or illness must be disclosed to the City in order for the City to coordinate the benefit.

Any employee receiving payments under the short-term disability benefit plan shall not accrue annual leave during the period of time of disability. In order to qualify for short-term disability benefit, the employee shall submit medical documentation, such as FMLA paperwork, from a physician certifying that the first twenty (20) consecutive working days of the employee's absence was due to injury or illness.

In order to continue receiving short-term disability benefits, an employee must submit medical documentation substantiating the disability for the duration of the disability at the City's request from a physician certifying that the absence from work is due to injury or illness.

The employee shall further provide the City a release of medical information authorizing the City or its agents access to the employee's medical records relevant to the specific injury or illness in question for the purpose of sustaining disability.

The employee shall, if required or requested, submit to an examination at the City's expense by a physician designated by the City in order to verify the injury or illness claimed by the employee.

Before qualifying for short-term disability benefits, an employee must complete all required City forms. In order to continue to receive short-term disability benefits, all required City forms must remain in effect for the duration of the disability.

Each new event which results in short-term disability benefits shall be preceded by a new waiting period of twenty (20) consecutive working days. Each new event shall be subject to the provisions of Article.

If an employee returns to work on a part-time basis during the ninety (90) day benefit period, each day in which the employee is able to work four (4) or more hours per day shall count as one (1) day toward the ninety (90) day benefit period. Each day in which an employee is able to work less than four (4) hours per day shall count as one-half (1/2) day toward the ninety (90) day benefit period.

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

- 21.5 Bargaining unit employees will contribute \$75.00 per pay period into the Minnesota State Retirement System (MSRS) Post-employment Health Care Savings Plan

(HCSP) and will deposit 100% of any unused Annual Leave into the plan upon separation from employment.

As of December 31st, if a bargaining unit employee has 280 or more hours in their Annual Leave bank, 20 hours of pay will be put in to their HCSP and deducted from their Annual Leave bank.

ARTICLE XXII. JURY DUTY

- 22.1 An employee who serves on jury duty shall be entitled to receive his/her usual compensation for those hours missed from work resulting from actual jury service, subject to a deduction in the amount of compensation received for such jury duty.
- 22.2 Employees assigned to jury duty will be responsible for their normal hours of work in their scheduled shift, reduced by the amount of time served on jury duty. An employee required to report for jury duty will be assigned to the dayshift. If the employee is excused from the jury duty, he/she must return to work and complete the scheduled shift.

ARTICLE XXIII. INJURY ON DUTY POLICY

- 23.1 Employees injured while on duty shall be paid his/her regular base rate of pay for a period not to exceed sixty (60) working days, beginning with the first working day after such injury. All workers' compensation benefits paid during this period will be either assigned to the City or be deducted from the employee's regular rate of pay. Also, during this period, no time shall be charged against the employee's annual leave, or other accumulated benefits. "On duty" shall mean all work assigned by and paid for by the City.
- 23.2 The City agrees to pay for an employee's eyeglasses, hearing aid, or any other type of prosthetic device broken while on duty.

ARTICLE XXIV. OVERTIME

- 24.1 An employee called back to work at a time other than his/her normal scheduled work schedule, will be compensated for such hours worked a minimum of three (3) hours pay at time and one-half the employee's base rate of pay. This shall not include monthly staff meetings which will remain at two (2) hours unless the duration of the meeting exceeds two hours.
- 24.2 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Change of shift does not qualify an employee for overtime under this Article.

- 24.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 24.4 The Department Head has the discretion to grant compensatory time in lieu of overtime, which shall be computed at time and one-half. All compensatory time shall be taken at the discretion of the Department Head.
- 24.5 The City Council may authorize the use of accumulated compensatory time by an employee who has exhausted his annual leave.
- 24.6 Any staff meeting scheduled by the Public Safety Director or his/her designee not cancelled with at least forty-eight (48) hours notice shall result in overtime as detailed in article 24.1. Meetings cancelled because of Acts of God or public safety emergencies will not result in overtime pay.

ARTICLE XXV. ADVANCED RESIGNATION POLICY

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

ARTICLE XXVI. PAID PARENTAL LEAVE POLICY

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

ARTICLE XXVII. RECOGNITION AWARDS

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

ARTICLE XXIII. VEHICLE USE POLICY

- 28.1 Members of the bargaining unit will be covered by the Vehicle Use Policy in the Cottage Grove Police Department Policy Manual as it may be amended from time to time in the City's discretion.

ARTICLE XXIX. DURATION

- 29.1 This Agreement shall be effective as of the 1st day of January 2025 and shall remain in full force and effect until the 31st day of December 2026.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this _____ day of _____, 2024.

CITY OF COTTAGE GROVE

LAW ENFORCEMENT LABOR SERVICES
LOCAL NO. 138

Mayor

Agent

City Administrator

Steward

APPENDIX A

TUITION REIMBURSEMENT

Any employee who is interested in pursuing further job-related training and education opportunities could independently pursue these opportunities under the City's education policy. An employee can take a course at an accredited college/vocational school and be reimbursed as long as the course(s) are pre-approved and funded in that year's budget. In addition, these courses would be taken on the employee's own time.

Tuition/Book Reimbursement: The City encourages its employees to participate in continuing education to improve job performance in their present positions, and to prepare for advancement within the City through self-development. In furtherance of said goal, the City will reimburse an employee for the payment of tuition and the purchase of books when all the following conditions have been met:

- a) The course be taken at an accredited college or university, an accredited vocational institution, or is an approved adult education program.
- b) The employee submits an Education Reimbursement Application form to his/her Department Head by May 1st and the Department Head will submit as a budget addition for the subsequent year's budget if the course(s) is part of the employee's approved annual training plan and meets the following criteria
- c) The request for approval shall state, at a minimum:
 - The name of the college, vocational institution, or adult education course being attended
 - The starting date of the course;
 - The estimated completion date of the course;

- An inclusive description of the course, its educational content, and the manner in which this course relates to the employee's current position, or an immediate promotional position to which the employee may advance;
- The identification of availability and source of other assistance which the employee is eligible to receive by virtue of enrolling in this educational program;
- The number of credits for which the course has been approved;
- Whether the course will be taken at a time other than the employee's regular work hours, or whether the employee will need to use leave to attend the course;

The above information can be provided on the Education Reimbursement Application form or attached to the form.

- d) All courses approved for tuition and book reimbursement must be job related;
- e) Once the preliminary budget meetings are completed and the maximum levy is adopted, the City Administrator or designee shall respond to the request by October 1st, indicating whether the request is preliminarily approved or denied. Reasons for denial shall be specified, and may include, but not be limited to: unavailability of funding, the course or program is not reasonably related to the employee's job performance or knowledge, or does not develop skills reasonably necessary for his/her position;
- f) Once the final budget is adopted in December, and the form has been approved, it will be returned to the employee and the employee is authorized to proceed.
- g) The employee shall return the form, along with receipts and grade reports, upon completion of the course. Upon receiving a C or better for the course, and presentation to the City of a paid receipt for the cost of tuition and books, the City shall reimburse to the employee those amounts for which he/she has not already received reimbursement through another source. The employee shall submit documentation showing the grade obtained for the course, receipts showing payment for the cost of tuition and books, a voucher for reimbursement, and the original approved Education Reimbursement application form. If the employee is approved for a pass/fail course, reimbursement will be processed upon documentation of passing the course;
- h) No reimbursement will be made, under any circumstances, for the cost of supplies, student memberships, student health coverage, activity fees or costs, transportation to or from school, parking, or any other charges for which the employee became liable while attending school;
- i) No employee may receive in excess of \$1,500 tuition/book reimbursement in any one calendar year. The City Council may waive this limitation in unusual circumstances where it is determined that there is a justifiable City need for an employee to take additional schooling; and
- j) Employees who receive tuition/book reimbursement, and who do not complete at least two (2) years of employment with the City after such reimbursement, will be required to repay the reimbursement on a pro-rated basis for the two (2) years.

The pro-ration schedule for repayment will be as follows:

- Up to 6 months after course ends, full repayment
- 6 to 12 months after course ends, 75% repayment
- 12 to 18 months after course ends, 50% repayment
- 18 to 24 months after course ends, 25% repayment
- After 24 months—no repayment

Educational Leave Time: Where an employee is engaged in advanced education, the employee may request approval of his/her Department Head in order to use compensatory leave, or annual leave time in order to attend a course given during the employee's regular working hours.

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Appendix B

Memorandum of Agreement
Between the City of Cottage Grove
And
Law Enforcement Labor Services, Inc.
(2009-2010 Sergeants collective bargaining agreement)

The parties have been involved in negotiations for the 2009-2010 collective bargaining agreement. During these negotiations, the parties discussed the potential for an incumbent police officer who also receives longevity pay, investigator pay and/or paramedic pay differential, or a combination thereof, to have compensation greater than the City's start rate for Sergeant. The parties also discussed that this may create a disincentive for the incumbent to seek a Sergeant promotion. Accordingly, the parties agree that individuals employed in the police officer bargaining unit as of January 1, 2009 who also receive longevity pay, investigator pay and/or paramedic pay differential, or a combination thereof, and who are promoted to Sergeant will not have their base pay (consisting of police officer pay plus longevity pay, plus investigator pay (if applicable), plus paramedic pay differential (if applicable)) reduced upon this promotion. These individuals will be placed at the lowest step of the Sergeant pay range that is above the incumbent's base pay (police officer pay plus longevity pay, plus investigator pay (if applicable), plus paramedic pay differential (if applicable)).

This Memorandum of Agreement will remain in place through the current contract and until replaced, modified or renewed. Renewed for the January 1, 2025 – December 31, 2026 labor contract.

For the City of Cottage Grove

For Law Enforcement Labor Services, Inc.

City Administrator

Business Agent

Dated: _____

Dated: _____



City Council Action Request

7.K.

Meeting Date	9/4/2024		
Department	IT Department		
Agenda Category	Action Item		
Title	AuthX Software Agreement		
Staff Recommendation	Approve the AuthX software agreement as reviewed by the City Attorney and authorize the 3-year software agreement payable annually.		
Budget Implication	The AuthX solution will replace existing software that is currently being underutilized for identity access control. The budgeted renewal amount for existing software is \$3465 annually. Cost of the AuthX solution is \$3240 annually for 50 users.		
Attachments	<table border="1"><tr><td>1.</td><td>AuthX Security Customer Agreement -Cottage Grove Revised 8-20-24</td></tr></table>	1.	AuthX Security Customer Agreement -Cottage Grove Revised 8-20-24
1.	AuthX Security Customer Agreement -Cottage Grove Revised 8-20-24		



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

FROM: Brian Bluhm

DATE: September 4, 2024

RE: AuthX Software Agreement

Discussion

The FBI Criminal Justice Information Services (CJIS) Security Policy is a set of guidelines and requirements established by the FBI to protect Criminal Justice Information (CJI), and the systems used by criminal justice agencies. Recent updates to the FBI CJIS Security Policy Version 5.9.5 require users with access to CJI to implement additional security controls for Identity Access Management (IAM). This includes implementing multifactor authentication (MFA) at the mobile device level. Agencies that access CJI systems are required to have device MFA implemented October of 2024.

City IT staff researched device MFA solutions through trials of software, experimentation of current resources and collaboration with neighboring agencies to find a solution that would allow for CJIS compliance while providing an efficient solution for police officers to not hinder operations. After comparison and testing, it was determined that the most efficient MFA process would be for police officers to use their current city encrypted RFID badges to authenticate to their mobile devices. Other features are required to fully satisfy the FBI CJIS Security Policy, such as the following:

- Auditable Identity Access
- Access Restrictions
- Identity Management Inventory
- Location Controls
- Monitoring/Alerting

AuthX was chosen as the best application for implementing device MFA for users accessing CJI systems. AuthX allows for RFID authentication along with requiring password authentication utilizing the city's MS Azure identity program.

Recommendation

Approve the AuthX software agreement as reviewed by the City Attorney and authorize the 3-year software agreement payable annually.

Attachments

1.	AuthX Security Customer Agreement -Cottage Grove Revised 8-20-24
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CUSTOMER AGREEMENT

CUSTOMER INFORMATION	
Name:	CITY OF COTTAGE GROVE
State of Incorporation/Organization:	Minnesota
Address:	12800 Ravine Parkway
Contact Name:	Lisa Kalka
Contact Phone:	651.458.2873
Contact Email:	lkalka@cottagegrovemn.gov
Federal Tax Identification Number:	41-6008286

THIS CUSTOMER AGREEMENT ("Agreement") is made and entered into by and among AuthX Security LLC, a Delaware corporation located at 656 Quince Orchard Rd, 3rd Floor, Gaithersburg, MD 20878 ("AUTHX"); and the following customer City of Cottage Grove ("Customer") (each a "Party" and collectively the "Parties") as of the last dated signature below (the "Effective Date").

This Agreement incorporates the following attachments:

- Attachment A: Pricing
- Attachment B: Terms and Conditions

By signing this Agreement, Customer agrees to pay the fees set forth in Attachment A under the terms and conditions set forth in Attachment B. If you do not agree to any of the provisions of these Attachments, you may not use the Services. No changes may be made to these Attachments, unless the Parties otherwise agree in writing.

SIGNATURES

The undersigned represents that he/she is authorized to sign and enter into this Agreement on behalf of Customer, that all information set forth above is true and correct, and that Customer has reviewed all of the attached documents.

AUTHX Security, LLC.

By: _____
Preetham Gowda, President
of Technology & Products

Date: _____

City of Cottage Grove

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date:

ATTACHMENT A
City of Cottage Grove
PRICING

Customer agrees to pay the following fees for the products and services set forth below.

Pricing for Services (Three years)			
Description	Frequency	Per	Amount
AuthX Secure Lite License (50 Users) SKU: AUTHX00B1	Annual	User	\$64.80
Onboarding & Setup	One Time	Solution Delivery	Included
AUTHX Support	24 x 7 x 365	Unlimited	Included
Implementation Support	Hourly	20	Included
Customization (optional)	Hourly		\$160.00
Hardware			
HID RFID Readers OmniKey 5022 (50)	One Time	Device	\$100
RFidea Readers Blue Wave ID (50)	One Time	Device	\$125

NOTES AND INCLUSIONS

AUTHX Authentication Platform: SSO and MFA platform

Pricing: AuthX Secure will provide the AuthX SSO, MFA, platform with Biometric authentication options and badge tap capabilities at a cost of \$64.80 per license per year. New pricing for new users under the length of this agreement will not exceed \$64.80 per user.

Billing: Billing for licenses will be done Annually and the first bill will be sent September 1st, 2024. Implementation will begin before September 16th, 2024, in order to have City of Cottage Grove CJS compliant by October 1st, 2024. Once the first payment is received AuthX will turn on services and the 36 month agreement will commence on that date.

Hardware: You can choose between the readers above for which type of hardware you would like to deploy. If you already have hardware, we ask you to test the hardware before onboarding to confirm compatibility.

Agreement Length: The proposed discounted pricing represents a 36-month commitment (3 Years) from when end users from AD are synced to AuthX.

Valid: The pricing above is valid for 180 days from receipt of this proposal.

Implementation: AuthX will work virtually with the Cottage Grove team to successfully implement the AuthX solution. A schedule of work will be provided during the kickoff meeting and agreed upon by both parties involved.

Training & Support: 20 hours of yearly training will be included along with 24x7 support at no additional cost.

Customization: The first 10 hours of customization are included at no cost. Additional hours will be billed at \$160 per hour.

Project Manager: AUTHX will provide Customer with a full-time project manager throughout entire process of customization as well as deployment.

ATTACHMENT B TERMS AND CONDITIONS

The Parties agree that AUTHX will provide the AUTHX platform to Customer and that Customer will use the AUTHX platform in accordance with the following Terms and Conditions ("Terms"). In consideration of the mutual promises set forth in these Terms, the Parties agree as follows.

1. **Services.** AUTHX will provide Customer with (a) the AUTHX platform, a stand-alone and/or integrated platform that enables companies and individuals to transact business and access trusted biometric and non-biometric data in a secure environment using one or more proprietary computer software programs and applications hosted on AUTHX servers and made available to Customer by means of biometric devices and the Internet, and (b) related products and services (collectively, the "Services").

AUTHX will provide customer the following AUTHX Quick Start Services:

Project Kickoff

- Establish customer and AuthX contact points, customer contact points and resource allocation review.
- Document project goals based on SOW and outcome of proof of concept (POC).
- Perform thorough technical and business / clinical discovery and walkthrough.
- Finalized Solution Design.
- Perform initial administrator training.

Configuration and Testing

- Allocate tenet and licensing.
- Import directory / users.
- Enable up to 5 applications for SSO with SAML/OIDC.
- Configure endpoints.
- Configure policies.
- Train help desk and select power users.

Initial Go Live

AUTHX will provide up to 16 hours of scheduled go live support for the initial deployment of AUTHX for the following activities:

- Deploy agents and authentication devices.
- Complete end user shadowing for applications and workflows.
- Monitor deployment and enrollment.
- Modify configuration based on user feedback.
- Begin configuration for next target area.

AUTHX will provide up to 16 hours of scheduled go live support for the continued deployment of AUTHX for the following activities:

- Continued roll-out, user training, and enrollment.
- Deploy AuthX to remaining users.

Following initial deployment AUTHX will assist with optimization of solution:

- Report on enrollment and application utilization.
- Report on help desk volume for solution.
- Gather end user feedback and conduct walkthroughs.

2. **License.** AUTHX grants to Customer a non-exclusive, non-transferable right (a) to use of the Services (b) in the United States, (c) during the “Term” of this Agreement (as defined below) (the “License”). The Services may be updated, supplemented, modified, and enhanced from time to time with or without prior notification. The Services may be used only by “Authorized Users” (as defined below). The term “Authorized Users” means individuals who are designated by Customer as authorized to use the Services. The License does not include any right to copy, disclose, distribute, modify, or sublicense the Services or otherwise use the Services in any way outside the scope of this Agreement.
3. **Term.** The initial term of this Agreement (the “Term”) will commence on the Effective Date and will continue for a period of three (3) years. At the end of the Term, the Agreement may be renewed on such terms as the Parties agree, unless earlier terminated in accordance Section 4.
4. **Termination.** Each Party will have the right to terminate this Agreement upon written notice to the other Party in the event that: (a) a Party materially breaches the Agreement and does not cure the breach within sixty (60) days of receiving notice of the breach; or (b) a Party wishes to terminate the Agreement for any reason, provided that the Party provides the other Party with at least sixty (60) days written notice of termination. Upon the expiration or termination of this Agreement for any reason, the Parties’ rights and obligations will survive with respect to the provisions of this Agreement regarding payment, confidential information, intellectual property, liability, indemnification, and governing law and jurisdiction.
5. **Fees.** Customer will purchase the products and services set forth in Attachment A. Customer will pay the fees for such product and services set forth in Attachment B. AUTHX will submit invoices to Customer for all amounts due under Attachment A on a monthly basis, and Customer will pay such invoices within forty-five (45) days. If Customer fails to pay any such invoice within forty-five (45) days, the invoice will accrue interest after that date until paid in full at the rate of one percent (1.5%) per month, compounded monthly and computed on a per diem basis. The fees set forth in Attachment A apply to the Initial Term. For subsequent terms, AUTHX may increase its rates by the lesser of the CPI or three (3) percent, whichever is

greater.

6. **Support Services.** AUTHX will provide Customer with various support services in connection with the AUTHX platform and network ("Support Services"). AUTHX will provide Customer with technical support regarding the AUTHX platform ("Help Desk Support") 24 hours, 7 days a week, 365 days a year.
7. **Customer Provided Data.** Data regarding individuals who use Customer's services may be provided to AUTHX for use in connection with the Services ("Customer Provided Data"). AUTHX will comply with applicable Health Insurance Portability and Accountability Act ("HIPAA") and related requirements regarding such data. The Parties will agree on the format in which Customer Provided Data will be delivered to AUTHX prior to delivery. Customer is the sole owner of Customer Provided Data. AUTHX does not obtain any rights to Customer Provided Data by virtue of its transmission or delivery to AUTHX, except as is necessary to perform the Services. Customer may request the return or destruction of Customer Provided Data at any time. Notwithstanding, AUTHX is entitled to use and is not required to destroy data that AUTHX independently verifies through sources other than Customer, despite the fact that such data may be identical to data originally provided by Customer.
8. **Confidential Information.** The Parties agree that "Confidential Information" means non-public information regarding the disclosing party's business, the disclosing party's Intellectual Property (as defined below), and disclosing party's products and services. The Parties agree that the disclosing party's Confidential Information will be held in confidence by the receiving party and will not be disclosed to any other party.. The receiving party will use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own confidential information, but not less than a reasonable standard of care. The receiving party will be responsible for any unauthorized disclosure of the disclosing party's Confidential Information. All data collected by the Customer pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Any Customer obligation under this Agreement with regard to the collection, storage and dissemination of any information shall be subordinate to the Customer's obligation under the Minnesota Government Data Practices Act. If Customer receives a request for information obtained by Customer pursuant to this Agreement, Customer shall inform AUTHX of the request in order to provide AUTHX the opportunity to review and contest the disclosure of the requested information in a court of competent jurisdiction based on the requirements of the Minnesota Government Data Practices Act.
9. **Intellectual Property.**
 - 9.1. The Parties agree that "Intellectual Property" means: (a) all inventions, improvements, designs, configurations, symbols, names, slogans, literary works, artistic works, derivative works, and all ideas, discoveries, creations, and know-how of any kind relating to the Parties' software, hardware, or services in any country in the world; (b) all forms of intellectual property relating to a Party's software, hardware, and services, including any related common law or statutory rights, in any country in the world; and (c) all software, hardware, and services comprising, containing, or incorporating any of a Party's intellectual property. The Parties will retain full, complete, and exclusive ownership of all right, title, and interest in and to their respective Intellectual Property. The Parties will not sell, assign, license, distribute, otherwise use each other's Intellectual Property without the other Party's written authorization.
 - 9.2. Customer may use AUTHX's trademarks to indicate that it uses the Services. AUTHX may use Customer's trademarks to indicate that Customer uses the Services. The Parties may

not use each other's trademarks for any other purposes and will use the trademarks only to the extent necessary to fulfil the above purposes.

10. **Disclaimers.**

- 10.1. AUTHX PROVIDES THE SERVICES ON AN "AS IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY QUALITY, OR ANY WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.
- 10.2. AUTHX DOES NOT WARRANT THAT THE SERVICES WILL PROVIDE SPECIFIC RESULTS, THAT THE SERVICES WILL BE COMPATIBLE WITH ALL COMPUTER SYSTEMS, OR THAT THE SERVICES WILL BE ERROR-FREE.
- 10.3. AUTHX DOES NOT WARRANT THAT THE SERVICES WILL BE ALWAYS AND ENTIRELY AVAILABLE, ACCESSIBLE, UNINTERRUPTED, FREE OF MALICIOUS SOFTWARE, OR FREE FROM THIRD-PARTY ATTACKS.

11. **Limitations on Liability.** AUTHX WILL NOT BE LIABLE TO CUSTOMER EXCEPT AS A RESULT OF ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL VIOLATION OF APPLICABLE LAWS. NOR WILL AUTHX BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, ANY ACCOUNTING OF PROFITS, OR ANY LOST PROFITS, UNDER ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF WHETHER AUTHX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Indemnification.** Each Party agrees to defend, indemnify and hold harmless the other Party and its affiliates, and their shareholders, members, directors, officers, employees, and agents against any and all out-of-pocket losses, liabilities, judgments, awards, and/or costs (including legal fees and expenses) actually incurred and arising from or related to any third-party lawsuit claiming that the Party's gross negligence, willful misconduct, or intentional violation of law harmed such third party. AUTHX agrees to the same obligations with respect to any third-party lawsuit claiming that the Customer's use of the Services infringes the intellectual property rights of such third party.

13. **Assignment.** Neither Party may assign this Agreement or any right or obligation under this Agreement without the other Party's prior written consent, provided, however, no consent will be required for any assignment to an affiliate, parent, or subsidiary, or to a third-party or other assignee in connection with a merger, consolidation, or other disposition of all or substantially all of the Party's assets or equity.

14. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without reference to its choice of law principles. Any action, claim, or proceeding arising from or related to this Agreement will be brought in state court in Washington County, Minnesota or federal court in the District of Minnesota. The Parties consent to personal jurisdiction and venue in such courts and agree not to commence or prosecute any such action, claim, or proceeding in any other court.

15. **Waiver of Jury Trial.** The Parties waive any rights they may have to a trial by jury regarding any action, claim, or proceeding (including counter-claims or cross-claims) arising from or related to this Agreement.

16. **Injunctive Relief.** The Parties, in addition to their remedies at law, will be entitled to seek

equitable relief in the form of a temporary restraining order, a preliminary or permanent injunction, or any other equitable remedy available regarding any dispute arising from or related to this Agreement.

17. **Severability**. The parties agree that, if any provision of this Agreement is held to be illegal, unenforceable, or otherwise invalid, no other provision of this Agreement will be affected and the remaining provisions of this Agreement will continue with the same effect.
18. **Complete Agreement**. This Agreement constitutes the entire, final, complete, and exclusive agreement between the Parties. This Agreement supersedes any prior negotiations, understanding, or agreements, whether oral or in writing, concerning the subject matter of this Agreement.
19. **Modifications**. This Agreement may not be modified, amended, or otherwise changed, except by a written instrument signed by the Parties.



City Council Action Request

7.L.

Meeting Date	9/4/2024				
Department	IT Department				
Agenda Category	Action Item				
Title	CJN eBriefing Agreement				
Staff Recommendation	Staff recommends the approval of the CJN Agreement as reviewed by the City Attorney and the subscription for the eBriefing application.				
Budget Implication	The eBriefing application is \$34 per user for a total of \$340 per year.				
Attachments	<table><tr><td>1.</td><td>Resolution - CJN eBriefing Agreement</td></tr><tr><td>2.</td><td>Service Agreement - KS-24-471 DCA21940 CJN-CG PD</td></tr></table>	1.	Resolution - CJN eBriefing Agreement	2.	Service Agreement - KS-24-471 DCA21940 CJN-CG PD
1.	Resolution - CJN eBriefing Agreement				
2.	Service Agreement - KS-24-471 DCA21940 CJN-CG PD				



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

FROM: Brian Bluhm

DATE: September 4, 2024

RE: CJNI eBriefing Agreement

Discussion

Cottage Grove Police intends to partner with The Criminal Justice Network (CJN) for their eBriefing application to be used for roll call to provide more efficient, real-time communication and information sharing within police agencies.

The CJN is a joint powers organization that provides applications with a focus on criminal justice/law enforcement organizations only. Founding members include Burnsville, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul, West St. Paul, Dakota County Sheriff's Office and Dakota County. Additional agencies that use CJN applications and services today include St. Paul, Owatonna, Blooming Prairie, Ely, Breitung Township, Centennial Lakes, Woodbury, Sheriff's Offices: Ramsey, Rice, Steele, and St. Louis Counties.

eBriefing Overview

eBriefing is an online roll call application that provides real-time agency information sharing with police officers, which includes the following:

- Missing or wanted persons
- Stolen vehicles
- Warrants (Statewide)
- PC Pickups
- Create Shift Summaries
- Post Crime Bulletins
- Share information jurisdictions

Recommendation

Staff recommends the approval of the CJN Agreement as reviewed by the City Attorney and the subscription for the eBriefing application.

Attachments

1.	Resolution - CJNI eBriefing Agreement
2.	Service Agreement - KS-24-471 DCA21940 CJNI-CG PD

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-126

**RESOLUTION APPROVING THE CRIMINAL JUSTICE NETWORK AGREEMENT
AND THE SUBSCRIPTION FOR THE EBRIEFING APPLICATION**

WHEREAS, the Cottage Grove Police Department intends to partner with the Criminal Justice Network for their eBriefing application to be used for roll call; and

WHEREAS, this Criminal Justice Network is a joint powers organization that provides application to many law enforcement organizations in Minnesota; and

WHEREAS, this application will provide more efficient, real-time communication and information sharing within police agencies; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the Criminal Justice Network agreement and the subscription for the eBriefing application.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

**Criminal Justice System Services Agreement
Between the Criminal Justice Network
And City of Cottage Grove**

THIS CRIMINAL JUSTICE SYSTEM SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between the Criminal Justice Network, a joint powers organization created pursuant to Minn. Stat. § 471.59, located at 8150 Barbara Ave. Inver Grove Heights, MN 55077, (“CJN”), and the City of Cottage Grove, Minnesota (“the Agency”). CJN and the Agency are referred to individually as a “Party” and collectively as the “Parties.” The Parties enter into this Agreement pursuant to the authority in Minn. Stat. §471.59.

1. Definitions.

“**Agency Data**” means the data that the Agency’s Permitted Users enter into the CJN System.

“**CJN System**” means the Internet site operated by CJN, accessible by the Agency through secure access points, with a specific Uniform Resource Locator (URL) to be provided to the Agency (or any successor URL).

“**Days**” refers to calendar days, unless stated differently in the Agreement or its Attachments.

“**Documentation**” means any CJN user manuals, training or education materials, technical manuals, and specifications describing the System Software and Services created by CJN, and any Provider Content made available to the Agency in printed and/or electronic form, including all Updates.

“**Downtime**” means a loss of service ability that is five (5) minutes or more in duration. A Downtime Event does not include: (a) scheduled maintenance or repairs in accordance with Sections 3.2 and 3.3; (b) disruptions of service caused by issues beyond CJN’s control, such as denial of service attacks, disruptions of third-party supporting systems (e.g., ISP), disruptions of third-party interfacing systems (e.g., Minnesota Bureau of Criminal Apprehension, MNCIS, LOGIS, etc.), end-user computer issues, catastrophic hardware failures, or outages resulting from a force majeure event as defined in the Agreement.

“**Equipment**” means the minimum required hardware and operating environment used by the Agency to access the CJN System as detailed in **Attachment B** to this Agreement.

“**Permitted User**” means the Agency’s employees and agents who are provided access to the System Software in accordance with the procedures in Section 9 of this Agreement.

“**Provider Content**” means CJN’s reports, information, and data, other than the Agency’s Data, made available to the Agency and its Permitted Users as part of the Services.

“**Services**” means the operation and maintenance of the System Software and utilities in CJN’s host computer system, providing Provider Content to the Agency storing Agency Data, and making the System Software, Provider Content, and Agency Data available to Permitted Users via the CJN System, as more fully described in the System Overview. Services do not include integrating the CJN System or Agency Data with any application or computer system outside of the CJN Applications.

“**System Software**” means CJN’s proprietary computer software program(s) set forth in **Attachment A** to this Agreement (the “System Overview”), in object code form only, including all Updates.

“**Update**” means, as applicable, any update, modification, or new release of the System Software, Documentation, or Provider Content that CJN makes generally available to the Agency.

2. Provision of On-line Services.

- 2.1. The Agency hereby engages CJN, and CJN hereby agrees to provide the Services described in this Agreement and in the System Overview. CJN agrees to provide the Services to the Agency in accordance with this Agreement and grants to the Agency a non-exclusive, non-assignable, and non-transferable license during the Term of this Agreement to enter Agency Data into the CJN System and for its Permitted Users to access and use the System Software and Provider Content.

- 2.2. The Agency acknowledges and agrees that CJN's provision and performance of the Services is dependent and conditioned upon the Agency's full performance of its duties, obligations, and responsibilities hereunder.
- 2.3. The Liaisons of the respective Parties for purposes of this Agreement are as follows:

Agency Liaison: Justin Henseler
 Telephone: 651-458-6039
 Email Address: jhenseler@cottagegrovemn.gov

CJN Liaison: Mary Cerkvenik
 Telephone: 651-438-4559
 Email Address: mary.cerkvenik@co.dakota.mn.us

The Liaison, or successor, has authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison.

3. **Additional CJN Responsibilities.**

- 3.1. CJN will provide all required hosting and operations support for the applications described in the System Overview.
- 3.2. CJN will cause the Services to be accessible to the Agency, except for scheduled maintenance or required repairs, and except for any interruption due to causes beyond the reasonable control of CJN including, but not limited to, any Force Majeure Event (as defined in Section 17).
- 3.3. CJN may from time to time, in its sole discretion, install Updates, modify the Services or any component thereof provided that such Updates must perform and contain functionality that is equivalent to or better than the current version of the Services. CJN will complete such installations and modifications to minimize any impact on the Agency's use of the System Software and Services. CJN will notify the Agency Liaison by standard methods of notification such as email, system generated messages on the System home page for Agency users, or similar communication methods, in advance of the installation of an Update or modification to the Services.
- 3.4. CJN will provide support and System maintenance to the Agency as more fully described in this Agreement and the System Overview.
- 3.5. If requested, CJN will provide best practices advice to the Agency for implementing the Services at the Agency's business locations.
- 3.6. CJN will provide training on the use of CJN's System for the Agency's Permitted Users as set forth in Section 8 of this Agreement.
- 3.7. CJN is responsible for ensuring that its Services and the performance of CJN's other obligations hereunder comply with all laws applicable to CJN.

4. **Agency Responsibilities.**

- 4.1. The Agency will provide, at no cost to CJN, all communications equipment, telephone and communication lines, power, telephone service and other utilities at the Agency's facilities as may be necessary or reasonably desirable to utilize the Services and accomplish the purposes of this Agreement.
- 4.2. The Agency will provide, at no cost to CJN, the necessary personnel and facilities to meet the Agency's obligations hereunder.
- 4.3. The Agency will follow the identity management procedures and provide the first-line support, maintenance, and other services more fully described in this Agreement and the System Overview and such other procedures and services as the Parties may establish from time to time.

- 4.4. The Agency agrees that CJN's logos may appear on the pages of the Agency's web site or the Agency's internal criminal justice applications screens.
- 4.5. The Agency will be responsible for ensuring that the Agency's use of the Services and the performance of its other obligations hereunder comply with this Agreement and all laws applicable to the Agency.

5. **System Features and Configuration.**

The Agency acknowledges and agrees that it will be using criminal justice applications that are also utilized by other criminal justice agencies in the State of Minnesota. The capabilities and functions of the System Software now and in the future will be determined primarily by direction from the CJN Board and available funding. When settings or features have been added to the System Software that are designed by CJN to be configurable for specific users of the System, the Parties will work cooperatively to identify System features or functionality (common practices, processes, and procedures conducted by the Agency in day-to-day operations as they relate to utilizing the System Software and Provider Content) that are configurable to best fit the Agency's business practices. CJN will set available configurations in the System Software for the Agency or will train designated Agency staff how to configure the Services and System Software.

6. **Ownership, Protection and Security.**

- 6.1. The Agency acknowledges and agrees that nothing in this Agreement or any other agreement grants the Agency any licenses or other rights with respect to CJN's Software System (source code or object code) or Services other than the right to receive Services as expressly provided herein. CJN retains all ownership in the intellectual property and all other proprietary rights and interests associated with CJN's Software System and Services and all components thereof and associated documentation, except as expressly provided herein.
- 6.2. Ownership of any Agency Data including text, graphics or other information or content materials and all records and databases supplied or furnished or entered into the System by the Agency hereunder for incorporation into or delivery through the application(s) described in the System Overview will remain with the Agency and CJN will cease use of all such material upon termination of this Agreement.
- 6.3. CJN grants to the Agency a limited license during the term of this Agreement to use and reproduce CJN's trademarks and logos for purposes of including such trademarks and logos in Agency's materials and links solely as permitted hereunder. All uses of such trademarks and logos will conform to the Agency's standard guidelines and requirements for use of such trademarks and logos.
- 6.4. By storing Agency Data on CJN's equipment and System, CJN does not obtain any ownership interest in Agency's Data. As between the Agency and CJN, Agency's Data is and will remain the sole and exclusive property of the Agency, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto.

7. **Implementation.**

If the Agency has never used the Services before, the parties will complete a mutually agreed-upon implementation plan that includes an access schedule and a System training and testing schedule.

8. **Maintenance/Support/Training.**

CJN will provide the Agency and its Permitted Users with technical support and training regarding the use of the Services. The technical support will include: (i) unlimited telephone, facsimile and e-mail "hot-line" support during CJN's business hours, and (ii) other support set forth in **Attachment B** to this Agreement. If Agency has never used the Services before, CJN will provide eight hours of user and administrator training to Permitted Users of the Agency on the use of the Services, with individual sessions of not more than two hours in length. The training will occur remotely or at the Agency's facilities and be of sufficient detail for a "train the trainer" model of instruction. CJN will provide the Agency with any training materials and documentation it has created for use by Permitted Users and the Agency's internal trainers.

9. Identity Management Responsibilities.

- 9.1. User Access Restrictions. The Parties acknowledge and agree that access to the System Software and Services will be restricted to Agency's Permitted Users who have a business need to enter and view Agency Data or Provider Content. The Agency will restrict access to the System to Permitted Users with verified identities that have created a digital identity on the CJN System using the procedures in this Section 9.
- 9.2. Request for Access.
 - 9.2.1. The Agency commences the identity authentication process by completing and electronically submitting a request for CJN system access in the CJN Administration Application. The Agency official or employee signing this Agreement cannot be the same person who completes the request for access.
 - 9.2.2. The request for access must be signed by two Agency employees: the person initiating the request for access and another person approving the request for access. These signatures may be electronic signatures.
 - 9.2.3. The Agency may authorize one or more persons to initiate the request for access and one or more persons to approve the request for access. These authorized persons can be identified by name or by position title. The Agency must notify CJN of the authorized persons and the Agency must provide notification of any changes to the list of authorized persons.
- 9.3. Permitted Users Digital Identities. The Agency must identify each Permitted User who will have access to the CJN Software System or Services CJN will notify verified Permitted Users of the procedures for creating a unique digital identity on the CJN system.
- 9.4. Terms and Conditions. When a Permitted User accesses the CJN System for the first time, the individual will be presented with the Terms and Conditions for the acceptable use of the CJN System. To create a digital identity in CJN System and access the CJN Applications, the Permitted User must read and accept the Terms and Conditions.

10. Warranties & Exclusions.

- 10.1. Warranties.
 - 10.1.1. CJN warrants that the System Software, Provider Content, and Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in this Agreement, its Attachments, and the applicable specifications and Documentation, not including any modifications or alterations to the Documentation which represent a material change to the functionality of the System Software, Service, or Provider Content; when used on the Equipment in accordance with the Documentation and all of the terms and conditions hereof.
 - 10.1.2. CJN warrants that it is the sole owner of, or otherwise has the right and authority to provide, the System Software, Provider Content and Services to the Agency and Permitted Users as set forth in this Agreement. If CJN's ownership rights are successfully challenged to the extent that the Agency must cease using the Services, CJN shall refund a prorated portion of the annual fees paid by the Agency for the current year, as measured from the date the Agency must cease using the Services.
- 10.2. In the event that the Agency discovers a non-conformance with any of CJN's warranties or representations as stated in this Agreement, the Agency must promptly provide CJN with Notice and, upon receipt of such Notice: (i) CJN will correct the non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to the Agency, or (ii) in the event that CJN cannot effect such corrections within a reasonable time using best efforts, the Agency may immediately terminate the Agreement by providing Notice to CJN and CJN will refund a prorated portion of the annual fees paid by Agency for the current year, apportionable to the period after termination of this Agreement.

- 10.3. **THE SERVICE LEVEL WARRANTY SET FORTH HEREIN WILL ONLY APPLY TO THE SYSTEM PROVIDED BY CJN AND DOES NOT APPLY TO: (A) ANY PROFESSIONAL SERVICES; (B) ANY SUPPLEMENTAL SERVICES; (C) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SYSTEM OVERVIEW FOR SUCH SERVICES). THIS SECTION STATES THE AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY CJN TO PROVIDE SERVICE(S).**
- 10.4. **No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THE AGENCY'S USE OF THE SERVICES IS AT ITS OWN RISK. CJN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CJN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**
- 10.5. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CJN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE CJN SYSTEM CONNECTS TO THE INTERNET (WHETHER SECURE OR NOT) AND THE AGENCY'S OFFICE'S FACILITIES AND EQUIPMENT. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE AGENCY'S OFFICE'S CONNECTIONS TO CJN'S SYSTEM. ALTHOUGH CJN WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CJN CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CJN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

11. Nondisclosure of Security or Trade Secret Information.

Through exercise of each Party's rights under this Agreement, each Party may be exposed to the other Party's security information or trade secret information that is classified as not public data ("Confidential Information"). In recognition of the other Party's need to protect its legitimate business interests and legal obligations, each Party agrees that it will regard and treat each item of information constituting Confidential Information of the other Party as not public, and that, except as required by law including the Minnesota Government Data Practices Act, it will not redistribute or disclose to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity any of the other Party's Confidential Information. If Confidential Information is required by subpoena, court order or government requirement to be disclosed, each Party will give the other Party prompt Notice of such subpoena, court order or government requirement to allow the other Party an opportunity to obtain a protective order to prohibit or restrict such disclosure.

12. Data Security & Compliance.

- 12.1. CJN will, at a minimum, implement the following procedures designed to protect the security of Agency Data: User identification and access controls; industry standard firewalls and back-up and archival procedures; disaster recovery plan industry standard back-up and archival procedures; and regular CJN employee training regarding the security and data recovery programs referenced in this Section.
- 12.2. The Parties additionally agree to the terms stated in **Attachment C** to this Agreement concerning data access, sharing, management, and compliance.

13. Liability Limitations.

- 13.1. **CJN WILL NOT BE LIABLE TO THE AGENCY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF DATA, BREACH OF DATA CONFIDENTIALITY, LOSS OF USE, OR BUSINESS STOPPAGE.**

- 13.2. The cumulative, aggregate liability of CJN, its affiliates, officers, employees, or agents to Agency or any other person or entity which arise out of or relate to this Agreement, whether in contract, tort, or otherwise, shall not exceed the fees paid by Agency to CJN for the specific Services from which the claim or liability arises during the twelve (12) months immediately preceding the date on which the claim or liability accrued.
- 13.3. Under no circumstances shall CJN, its officers, employees or agents have liability to the Agency, its officers, employees, agents, or any other person or entity, in connection with or related to the performance of transport services pursuant to the Sheriff's Mutual Aid Agreement, if applicable.

14. Indemnity.

Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party against any and all third-party claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party's officers, employees or agents. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CJN and Agency, they shall be borne by each Party in proportion to its own negligence. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for all Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota law. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties. Nothing in this Agreement will be construed as a waiver by either Party of any immunity defenses or other limitations on liability to which either Party is entitled by law. Notwithstanding the above, CJN will indemnify, defend, and hold harmless the Agency and its officers, employees and agents with respect to claims, losses, damages, causes of action and liability of any kind, including court costs, attorneys' fees and expert witness fees ("Claims") to the extent that it is based upon any third party claim that the Services, System Software, Provider Content or Documentation infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third party (an "Infringement Claim").

15. Term and Termination.

- 15.1. Term. This Agreement shall commence upon approval of each Party and signature of the official with authority to bind the Party and shall remain in effect until December 31, 2026.
- 15.2. Termination. Either Party may immediately terminate this Agreement if the Services become illegal or contrary to any applicable law, rule, regulation, or public policy. Either Party may terminate this Agreement without cause upon ninety (90) days prior Notice. If the Agency has not breached this Agreement and CJN terminates this Agreement pursuant to this Section 15 (b), within thirty (30) days CJN shall refund to the Agency that portion of the annual fee paid by the Agency that is equivalent to the remainder of the current Term of this Agreement. If CJN has not breached this Agreement and the Agency terminates this Agreement pursuant to this Section 15 (b), CJN shall retain all the annual fee(s) paid by the Agency for the current Term of this Agreement.
- 15.3. Termination for Chronic Problems. The Agency may terminate this Agreement for cause and without penalty by notifying CJN within ten (10) days following the end of a calendar month in the event either of the following occurs: (i) the Agency experiences more than ten (10) Downtime events during the calendar month; or (ii) the Agency experiences more than forty-eight (48) consecutive hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such Notice. If the Agency terminates this Agreement for such chronic problems, within thirty (30) days CJN will refund a prorated share of the annual fees paid by the Agency for the current year.

16. Fees and Payments.

- 16.1. Fees. For the services provided by CJN under this Agreement, the Agency shall pay CJN the fees set forth in **Attachment D** to this Agreement for the types of Services it uses. The amount of any annual fee will be prorated for the number of months in the current year that Agency accesses to the application. Fees for any consulting services provided by CJN that are outside the Services that CJN must provide under this Agreement shall be at the rates stated in **Attachment D** to this Agreement.

- 16.2. **Invoice and Time of Payment.** CJN will submit invoices to Agency summarizing the Services provided and compensation due. Agency shall pay CJN within thirty-five (35) days after the date on which CJN's invoice is received. If the invoice is incorrect, defective, or otherwise improper, Agency will notify CJN within ten (10) days after the date on which the invoice is received. Agency will pay CJN within thirty-five (35) days after the date on which the corrected invoice is received. Agency shall pay interest of at least of 1 ½ percent per month or any part of a month to CJN on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, Agency shall pay the actual interest penalty due CJN.
- 16.3. **Annual Fee Adjustments.** CJN reserves the right to adjust the fees on an annual basis, and Agency will be obligated to pay CJN the updated fees. The CJN Board will set the fees for the Services provided herein each calendar year. All fees set by the CJN Board are effective January 1. On or after January 1 of each year, the Agency can contact CJN for updated fee information.

17. Force Majeure.

Neither Party will be liable to the other Party for any damages, costs, expenses or other consequences incurred by a Party or by any other person or entity as a result of delay in or inability to deliver any Services or comply with other obligations and responsibilities under this Agreement due to circumstances or events beyond the Party's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority. If such circumstances occur, the nonperforming Party shall, within a reasonable time of being prevented from performing, give Notice to the other Party describing the circumstances preventing continued performance and the efforts made to resume performance of this Agreement.

18. Miscellaneous.

- 18.1. **Assignment.** Agency may not assign its rights or obligations under this Agreement without the prior written consent of CJN. CJN may assign its rights and obligations under this Agreement after providing Notice to Agency.
- 18.2. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- 18.3. **Waiver and Amendment.** No modification, amendment, or waiver of any provision of this Agreement is effective unless in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power or remedy.
- 18.4. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Minnesota, and the Parties hereby submit to exclusive jurisdiction in the federal and state courts located in Dakota County, Minnesota for all disputes in connection with this Agreement or the transaction contemplated hereby.
- 18.5. **Authorized Representatives and Notices.**
- 18.5.1. The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

To Agency:

Pete Koerner
 Director of Public Safety
 12800 Ravine Parkway S
 Cottage Grove, MN 55016
pkerner@cottagegrovemn.gov

Myron Bailey
 Mayor
 12800 Ravine Parkway S
 Cottage Grove, MN 55016
mbailey@cottagegrovemn.gov

To CJN:

Jim Constantineau
 Board Chair
 Criminal Justice Network
 8150 Barbara Ave
 Inver Grove Heights, MN 55077
jconstantineau@farmingtonmn.gov

Each Authorized Representative, or successor, has authority to bind the Party and sign this Agreement. CJN's Authorized Representative shall have only the authority granted by CJN's Board. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

- 18.5.2. Except as provided otherwise in this Agreement, any notice or demand (collectively, a "Notice") must be in writing and provided to the Party's Authorized Representative by at least one of the following: (i) registered or certified mail, in each case receipt requested and postage prepaid; (ii) personal delivery; (iii) nationally recognized overnight courier, with tracking service and all fees and costs prepaid; or (iv) email (except for Notices of termination). Notice will be effective one business day after the date of mailing, personal delivery, or emailing.
- 18.6. **Independent Contractors.** CJN is an independent contractor. Nothing in this Agreement is intended to create an employer and employee relationship between the Agency and CJN. CJN is not entitled to receive any of the benefits received by Agency employees and is not eligible for workers' or unemployment compensation benefits. It is CJN's sole obligation to comply with the applicable provisions of all State and Federal tax laws. Under no circumstances will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.
- 18.7. **Records Disclosure/Retention.** CJN's books, records, documents, and accounting procedures and practices that are relevant to this Agreement are subject to the examination by Agency and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. CJN agrees to maintain such evidences for a period of six (6) years from the date Services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
- 18.8. **Electronic Signatures.** The Parties agree that this Agreement may be electronically signed and that they are bound by the terms and conditions of the Agreement through their electronic signatures. The parties further agree that the electronic signatures appearing on this Agreement are valid, enforceable, and admissible.
- 18.9. **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth.

THE AGENCY

Approved by its Governing Body:
Resolution No. _____

Pete Koerner
Director of Public Safety

Date of Signature _____

Myron Bailey
Mayor

Date of Signature _____

Approved by CJN Board
on May 20, 2022, Res. #13

CRIMINAL JUSTICE NETWORK

Jim Constantineau
Board Chair

Date of Signature _____

Dakota County Attorney's Office
Attorney for Criminal Justice Network
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to Form:

/s/ Lucie S. O'Neill 7/31/2024
Attorney/Date

File Number: KS-24-471

ATTACHMENT A

SYSTEM OVERVIEW

The CJN System includes the following applications:

eBriefing: eBriefing is a web application that enables the data entry, viewing, and tracking of police roll call briefing information. Multiple categories of data are available and shared between law enforcement agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing. eBriefing is upgraded on a regular basis based on the suggestions of the eBriefing user community.

Search, Preference, Clipboard: The CJN Search application provides criminal justice users the ability to search local databases for briefing, forms, prisoner, warrant and arrest information. Configurable Preferences allow agencies to customize the CJN applications for their personal and agency use. The Clipboard application is the foundation for allowing personnel to enter information once, and then copy data to the CJN Clipboard to re-use that information throughout the criminal justice process.

eForms: eForms is CJN's field based reporting application for law enforcement. It is a web application that enables the data entry, viewing, and tracking of law enforcement forms. Multiple form types are available to local agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing. eForms is upgraded on a regular basis based on the suggestions of the eForms user community.

Scheduling: CJN Scheduling provides criminal justice users the ability to electronically create, modify, view, and distribute staff work schedules. Scheduling includes the ability to set agency specific work patterns, work types, teams/groups, and assignment areas for all staff as well as set the agency's schedules for weeks, months, even years in advance.

CJN Integration Hub: The CJN Integration Hub is based on Microsoft's BizTalk integration middleware and is used for the routing of information among CJN partners. Fully deployed, the Integration Hub will link regional criminal justice information systems in Dakota County.

Sheriff's Jail Transportation Management System: The CJN Sheriff's Jail Transportation Management System provides Minnesota sheriff's offices with a software application that coordinates the scheduling of secure transports of persons subject to detention for a criminal offense and of other persons according to a lawful duty or obligation, all as defined and governed by the Mutual Aid Agreement by and between the participating sheriff's offices.

Gun Permit Application for Processing Applications and Renewals and Conducting Background Investigations: The CJN Gun Permit application allows easy processing of permit applications and renewals; including a supervisor work flow module for processing the application and renewal. In addition, CJN's integration hub electronically links criminal justice data of participating CJN partners to allow CJN partners secured, direct access to search and retrieve data in connection with gun permit background investigations as authorized by Minnesota law.

ATTACHMENT B**1. MAINTENANCE AND SUPPORT SERVICES**

- 1.1. CJN will maintain all CJN applications including related hardware and software.
- 1.2. CJN will maintain the following regular business hours: 8:00 a.m. – 4:30 p.m. Central Standard Time, Monday – Friday, except for holidays.
- 1.3. CJN support will include the following:
 - 1.3.1. Unlimited phone support, facsimile and email, including the use of the “CJNSUPPORT” email (CJNsupport@co.dakota.mn.us) system available to all Permitted Users during regular business hours.
 - 1.3.2. 24x7x365 afterhours support for major system failures will be available by contacting CJN Support at 651 438-8348 and following the emergency phone procedures.
 - 1.3.3. 24x7 phone to respond to emergencies.
 - 1.3.4. All applications will include the ability to email CJNsupport@co.dakota.mn.us at any time. This email account will be monitored during regular business hours.

2. MINIMUM EQUIPMENT AND HARDWARE SPECIFICATIONS

The following are Agency’s minimum equipment and hardware specifications:

- 2.1. A secure modern web browser – Microsoft Edge or Google Chrome, for example – over a secure connection to the internet.
- 2.2. A CJDN Network IP is required to ensure that you are accessing Law Enforcement Data from a secure location.
- 2.3. 1024 X 768 resolution or better will provide the best experience.
- 2.4. Keyboard and pointing device. Tabbing can be used to access most functionality, but a Mouse or other point and click device will help speed up navigation in certain instances.

ATTACHMENT C
DATA MANAGEMENT, SHARING AND COMPLIANCE

1. Background.
 - 1.1 The Parties are authorized recipients and users of criminal justice information and criminal history records information for authorized criminal justice purposes.
 - 1.2 The Parties find it to be of mutual benefit to engage in facilitated sharing and exchanging of electronic criminal justice data to provide the most efficient utilization of their resources and services for criminal justice efforts and as authorized by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the FBI Criminal Justice Information Services Security Policy ("CJIS Security Policy") and all other local, state and federal laws.
 - 1.3 Agency desires to share its Agency Data with other CJN criminal justice user agencies ("CJN Participating Agency/Agencies") under the conditions set forth in this Attachment and the Agreement for authorized criminal justice purposes.
 - 1.4 Agency is responsible for the accuracy and completeness of its Agency Data and abiding by the data management requirements as contained herein.
 - 1.5 CJN agrees to implement, build out and maintain the CJN System capable of allowing CJN Participating Agencies to access Agency Data for authorized purposes under the conditions set forth in this Attachment and the Agreement.
2. Purpose. This Attachment is a supplement to the Agreement. Its purpose is to provide CJN with access to Agency's electronic management system for CJN to implement, build out and maintain the CJN System capable of allowing CJN Participating Agencies to have direct access to Agency Data for authorized criminal justice purposes. Additionally, this Attachment defines the expectations of the Parties regarding data access, management, and retention.
3. Additional Agencies. From time to time, additional criminal justice agencies may wish to contract with CJN, share data, and participate in the benefits of the CJN System. All such agencies will enjoy all the benefits and be bound by all the responsibilities as set for in this Attachment and the services agreements. Agency expressly agrees that all future subscribing criminal justice agencies are included within the meaning of "CJN Participating Agencies."
4. Data Privacy and Security. The Parties agree to enforce and maintain the privacy, security, and access to data in the CJN System pursuant to state and federal law and industry regulations for data collection, maintenance, storage, dissemination, access, usage, release, and sharing, including, but not limited to, the MGDPA, Minn. Stat. §§ 299C, 171 and 28 CFR Parts 20 and 23 (multijurisdictional criminal intelligence systems) and the CJIS Security Policy. Misuse of any data may result in administrative, civil, or criminal action and must be reported to the appropriate authority. In addition, and as an example, the MGDPA requires notification to individuals if there has been an unauthorized acquisition of data maintained by a government entity that compromises the security and classification of the data.
5. Data Access, Generally. Access to the CJN System is only granted to Agency as provided for in the Agreement. In addition to the identity management responsibilities in Section 9 of the Agreement, Agency must, at a minimum: (i) ensure that its Permitted Users do not reveal their access credentials to anyone; (ii) ensure that Permitted Users will not share access credentials; (iii) immediately inform CJN if there is a reason to believe that anyone may have learned of or used any Permitted User's access credentials; (iv) keep CJN updated on all Permitted Users' access rights and regularly review all access rights to ensure current access rights to the CJN System are appropriate and no greater than are required for a Permitted User to perform his/her functions; (v) remove a Permitted User's access rights within the CJN System if there is a change (e.g. termination, reassignment, etc.) in the Permitted User's status or access requirements within three (3) business days of such change; and (vi) ensure that Permitted Users do not attempt to, nor assist others, in subverting CJN network security to impair its functionality or to bypass restrictions set by IT administrators or CJN.

6. Driver and Vehicle Data Access. The following clause applies if Agency subscribes to the eForms, eBriefing or Search applications. The Parties agree that Agency's Permitted Users must comply with the Driver's Privacy Protection Act (DPPA), Minn. Stat. §§ 168.346 and 171.12 when accessing driver and vehicle services (DVS) data through CJN's Bureau of Criminal Apprehension (BCA) portal. Agency is solely responsible and liable for any actions taken by Permitted Users regarding DVS access. Agency must, at a minimum: (i) ensure that access to the DVS system is restricted to Permitted Users who need access to perform their job duties; (ii) train all Permitted Users on the proper use and dissemination of DVS data; (iii) ensure that all Permitted Users with access to the DVS system sign an Individual Access Agreement that is available to CJN upon request; (iv) disable a Permitted User's access within three (3) days of an assignment change or separation from employment; (v) ensure each Permitted User has a unique username and password, which is only available to the Permitted User (no shared usernames/passwords); and (vi) cooperate with CJN regarding any audit of Permitted Users' DVS searches. CJN will maintain a way to verify DVS searches for at least five (5) years from the date of the search and will present the records to DVS upon request, or a longer period if requested by the MN Department of Public Safety or BCA.
7. Data Sharing. The Parties agree that Agency is responsible for its decision to allow other CJN Participating Agencies or third-parties to access Agency Data through the CJN System. If Agency is a law enforcement agency, it expressly agrees that Minn. Stat. § 13.82, subd. 24 applies, and it agrees to share all Agency Data with all other current and future law enforcement CJN Participating Agencies, unless Agency does one or both of the following: (a) marks specific forms, information or identities as protected through available CJN administrative tools; and/or (b) requests in writing to CJN to limit data sharing in the Records Management System/Search application interface. Upon request, CJN will provide Agency with a list of all CJN Participating Agencies with access to Agency Data. From time-to-time Agency may request in writing specialized business rules to route Agency Data externally through the CJN System. Agency is responsible for compliance with any legal requirements governing the routing of Agency Data using specialized business rules through the CJN System.
8. Data Retention and Deletion. Agency is responsible for complying with the Official Records Act, Minn. Stat. § 15.17, and the Records Management Act, Minn. Stat. § 138.17, with respect to its Agency Data. CJN is not the records custodian of Agency Data. Any retention of Agency Data by CJN is for Agency's business use while using the CJN System. Within sixty (60) days after expiration or termination of the Agreement, CJN will provide Agency with a copy of Agency Data. Within a reasonable time after providing the Agency Data, CJN will delete and remove all the Agency Data from CJN's servers and data storage facilities.
9. Data Requests. If Agency receives a request under the MGDPA, or similar law, for another CJN Participating Agency's data, it must refer the requestor to the originating CJN Participating Agency. If Agency receives a court order or subpoena for another CJN Participating Agency's data, it must notify the originating CJN Participating Agency and CJN. Additionally, CJN will notify Agency if it receives a court order, subpoena, or data request for Agency's Data. CJN will direct the requestor to the Agency for the requested Agency Data. In the event CJN must respond to the court order, subpoena, or data request, it will consult with Agency on the data production and Agency must cooperate with CJN in fulfilling the request, and pay all costs associated with producing the data.
10. Litigation Holds. If Agency determines that CJN maintains relevant information to a notice of claim or other legal action, it must provide Notice to CJN and include the specific CJN information relevant to the notice of claim or other legal action. Within ten (10) business days of the receipt of Agency's Notice, CJN will prepare a copy of all requested information, including available metadata, and provide it to Agency. CJN will not have any further obligation to preserve the relevant information after it provides a copy to Agency.
11. Data Management. It is the responsibility of Agency to maintain Agency Data within the CJN System in accordance with the MGDPA and all other laws and rules governing the data. Agency must, at a minimum: (i) delete records in compliance with an expungement/seal order and in compliance with the destruction requirements of Minn. Stat. § 299C.11 (destruction of arrest records); (ii) delete Gun Permit application data in accordance with Minn. Stat. §§ 624.714, subd. 14 (permit to carry) and 624.7132, subd. 10 (permit to purchase); (iii) protect the identities of individuals qualifying for protection under Minn. Stat. § 13.82, subd. 17, Minn. Stat. § 13.822 (sexual assault victims), Minn. Stat. § 13.045 (Safe at Home participants) and all other laws protecting the identity of an individual, by utilizing the CJN administrative tools; (iv) clear probable cause pick-ups and hold alerts in the eBriefing application in a timely manner but not to exceed two (2) hours from the time of pick-up; and (v) prohibit the entry of private personnel data in the Employee Comments

section of the Scheduling application and caution Permitted Users that the Employee Comments are viewable by other employees.

12. Data Accuracy and Verification. Agency acknowledges that other CJN Participating Agencies' data made available to Agency pursuant to this Agreement may not be accurate or complete and may contain not public information, for example active criminal investigative data, protected identities, vulnerable adult/child maltreatment identity data, or deliberative process data. The Agency agrees to make every effort to share only data that is accurate and reliable. It is the responsibility of the Agency when it requests or uses any other CJN Participating Agency's data to confirm its accuracy with the originating CJN Participating Agency that authored the data before taking any action in reliance. CJN does not warrant the accuracy or completeness of any data in the CJN System and cannot and will not provide such verification of its accuracy or completeness.
13. Data Breach. Agency must notify CJN by emailing CJNsupport@co.dakota.mn.us or calling 651-438-8348 immediately, but not to exceed two (2) business days, after Agency's or a Permitted User's discovery of an actual or suspected Data Security Incident. A "Data Security Incident" is defined herein as the unauthorized or unlawful processing, accessing, viewing, acquiring, or disclosing of any data in the CJN System, including Agency Data, the unauthorized or accidental loss, destruction, damage, alteration of any data in the CJN System, including Agency Data, or the breach or attempted breach of CJN's security measures. The notification must include, at a minimum: (i) the nature of the Data Security Incident; (ii) the types of potentially compromised data; (iii) the duration and expected consequences of the Data Security Incident; and (iv) any mitigation or remediation measures taken or planned by Agency in response to the Data Security Incident. Agency must cooperate with CJN in the investigation, containment, and mitigation of any Data Security Incident as requested and directed by CJN. After learning of a Data Security Incident of the CJN System impacting Agency Data, CJN must notify Agency in a timely manner, not to exceed two (2) business days.
14. Training. The Parties agree that Agency must provide its Permitted Users with ongoing data privacy and security training and is responsible for its Permitted Users' compliance with this Attachment and the Agreement.
15. System Administration. CJN representatives, employees, vendors, and consultants will have limited access to Agency Data solely for providing, supporting, and improving the CJN System.
16. Sanctions. CJN may immediately temporarily suspend Agency's or any Permitted Users' right to access or use any portion or all of the CJN System if Agency or Permitted Users use of the CJN System may: (i) pose a security risk to the CJN System, Dakota County network (if applicable) or a third party; (ii) adversely impact the CJN System, Dakota County network (if applicable), or another CJN Participating Agency's data; (iii) violates the law; or (iv) violates this Attachment or the Agreement. Following the temporary suspension, CJN will provide Agency with prompt Notice as well as the opportunity to correct the occurrence at the sole discretion of CJN.
17. CJIS Management Control Agreement. As required by the CJIS Security Policy, CJN will maintain a management control agreement ("MCA") with one or more of the CJN member criminal justice agencies, which stipulates that management control of the criminal justice function remains solely with the criminal justice agency. Additionally, the Dakota County Information Technology Department will maintain a MCA with one or more of the CJN member criminal justices agencies during such time as Dakota County hosts criminal justice information ("CJI") on behalf of CJN. CJN will provide Agency with copies of the MCAs upon request.

ATTACHMENT D**2024 FEE SCHEDULE**

Except as expressly stated below in the case of the Scheduling Application, the following fees are in effect for Services provided during 2024, are subject to increase on January 1 of each calendar year as determined by the CJN Board:

eForms Application

Sign On Fee (per user).....	\$154.50
Annual Fee (per user)	\$59.23
Annual Hosting Fee	\$3,554.02
Countywide eForms Hosting Fee (per user)	\$49.44

eBriefing Application

Annual Fee (per user)	\$33.99
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Scheduling Application (2024)

Monthly Fee (per user)	\$4
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Scheduling Application (2025)

Monthly Fee (per user)	\$5
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Training and Consulting

(per hour, including travel time, but not including expenses)	\$154.50
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Sheriff's Jail Transportation Management System Annual Maintenance and Support Fee
(to be paid by the Minnesota Sheriff's Association on behalf of the participating Agency)

County-Wide Alternative Fee for Search, eBriefing and Gun Permit Applications:**

Annual Fee (per valid permit to carry).....	\$2.00
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**Under this county-wide alternative fee, a county sheriff's office agrees to subscribe to, and purchase, the Search and Gun Permit Applications for purposes of performing background checks for permits to carry to access multiple local records systems through CJN. The annual cost paid by the subscribing sheriff's office for Search and Gun Permit Applications is calculated based on the total number of valid permits to carry in the jurisdiction. All local law enforcement agencies within the jurisdiction of the subscribing sheriff's office are also entitled to receive the Search, eBriefing, and Gun Permit Applications for no charge upon execution of all appropriate CJN agreements.



City Council Action Request

7.M.

Meeting Date 9/4/2024

Department Public Works

Agenda Category Action Item

Title Low Zone Water Tower Approve Plans & Specs and Authorize Bidding

Staff Recommendation Adopt Resolution 2024-128 approving the plans and specifications and authorizing bidding for the Low Zone Water Tower Project.

Budget Implication N/A

Attachments

1.	Low Zone Water Tower Approve PS Authorize Bid Date 8-29-24
2.	Low Zone Water Tower Resolution Approve P and S 9-4-24
3.	173420054_Bid Plan Set_20240729



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

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

Date: August 29, 2024

Re: Low Zone Water Tower – Approve Plans & Specifications and Authorize Bidding

Background

The Low Zone Water Tower is included in the City's 2025 Capital Improvement Plan. The Council reviewed the project at the recent 2025-2029 Capital Improvement Plan Workshop held on August 7, 2024.

The tower will be located on the City owned property, north of the Southeast Industrial Park, east of Hamlet Park, southwesterly across the railroad tracks from the Metro Transit station. The tower is designed to serve the full buildout of the City's low-pressure zone. The storage capacity of the tower will be 1 million gallons. Below is a rendering of the proposed tower, viewed from Highway 61. The design will remain consistent with all other towers in the city, with cumulus-colored paint and the Cottage Grove logo.



Discussion

Plans and Specifications

Plans and specifications have been prepared in accordance with City standards and specifications. The engineer's estimate for the construction of the improvements is \$5,985,000.

Bidding

City staff recommends that the council authorize bidding of the project. A bid date will be set by staff.

Recommendation

It is recommended that the City Council adopt Resolution 2024-128 approving the plans and specifications and authorizing bidding for the Low Zone Water Tower Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-128

**RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND
AUTHORIZING BIDDING FOR THE LOW ZONE WATER TOWER PROJECT**

WHEREAS, plans and specifications for the Low Zone Water Tower Project were completed according to city standards; and

WHEREAS, a bid date will be set by city staff; and

WHEREAS, the Public Works Director has presented such plans and specifications to the City Council for approval.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and authorizes bidding for the Low Zone Water Tower Project.

Passed this 4th day of September 2024.

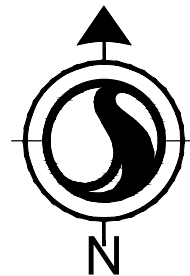
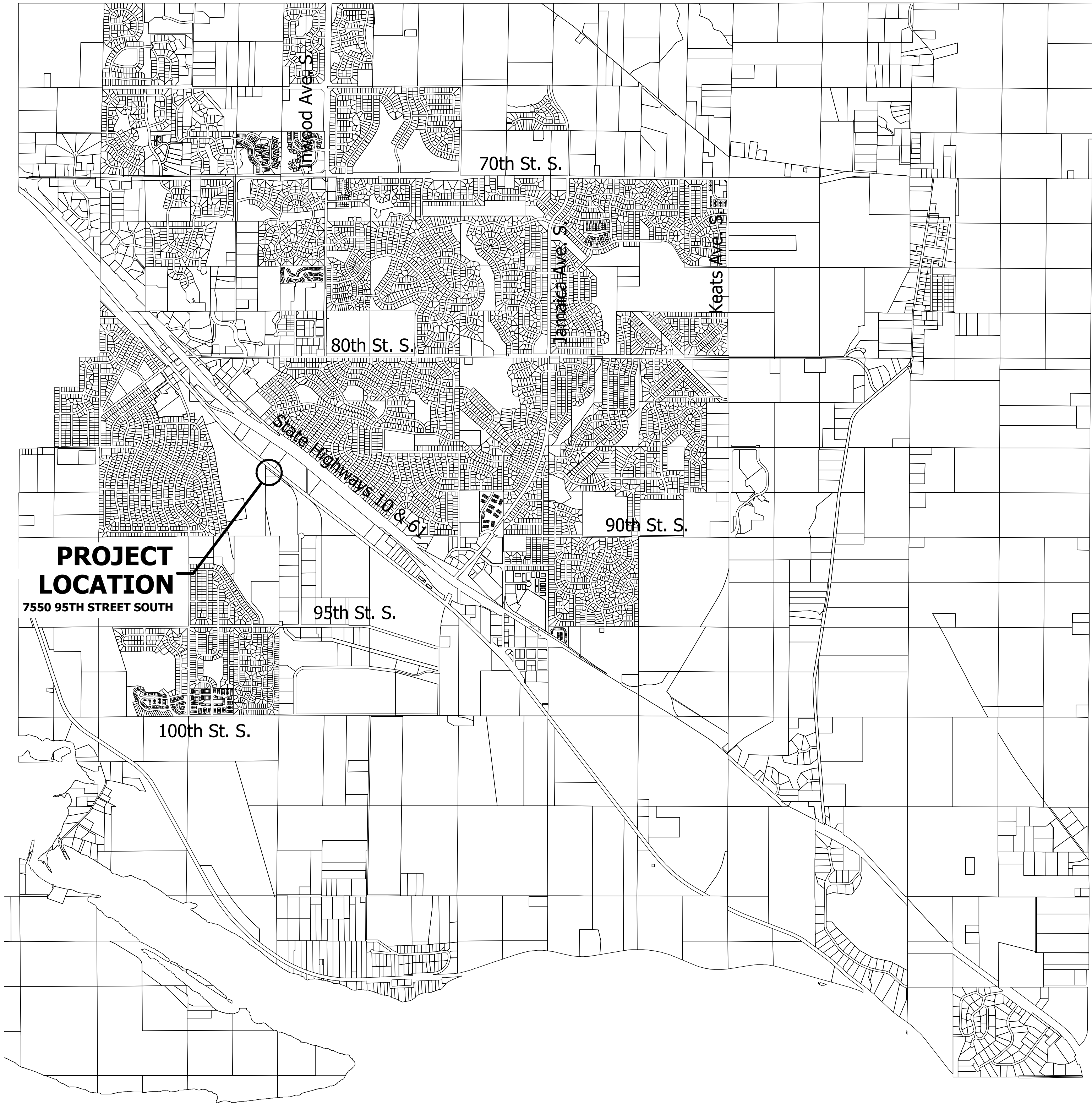
Myron Bailey, Mayor

Attest:

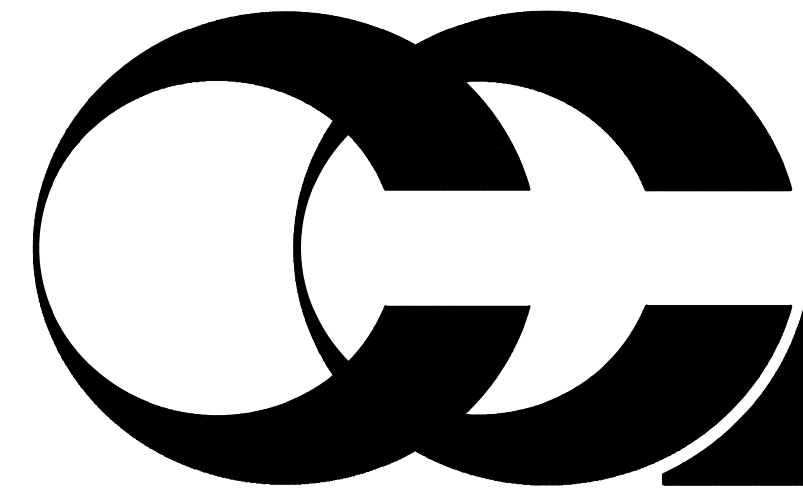
Tamara Anderson, City Clerk

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VICINITY MAP



Cottage
Grove

Where Pride and Prosperity Meet

1.0 MG LOW ZONE ELEVATED TANK

STANTEC PROJECT NO. 173420054

2024

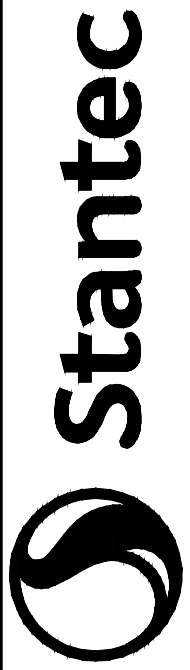
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G0.01	TITLE SHEET
C0.01	SITE PLAN
C0.02	SITE PLAN
C0.03	DEMOLITION PLAN
C0.04	DEMOLITION PLAN
C2.01	TEMPORARY EROSION CONTROL AND SITE RESTORATION
C4.01	WATER MAIN
C6.01	DRIVEWAY PLAN
C6.02	DRIVEWAY PLAN AND PROFILE
C8.01	STANDARD DETAILS
D3.01	SECTION AND ELEVATION
D5.01	TOWER DETAILS I
D5.02	TOWER DETAILS II
S1.01	FOUNDATION PLAN
S1.02	ROOF RAILING LAYOUT
S3.01	FOUNDATION SECTION
S5.01	DETAILS AND PARTIAL REINFORCEMENT PLANS
E0.01	ELECTRICAL SYMBOLS
E3.01	ELECTRICAL PLAN
E6.01	ELECTRICAL DETAILS
E8.01	ELECTRICAL SCHEDULES

THIS PLAN SET CONTAINS 21 SHEETS

MYRON BAILEY
DAVE THIEDE
JUSTIN OLSEN
TONY KHAMBATA
MONIQUE GARZA
JENNIFER LEVITT
RYAN BURFEIND
AMANDA MEYER
KORI LAND

MAYOR
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ADMINISTRATOR
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
ATTORNEY



733 Marquette Ave., Suite 1000
Minneapolis, MN 55402
www.Stantec.com

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

PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: *Daryl Kirschman*

DATE: 05/24/2024 LC NO. 2474

COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

TITLE SHEET

NO. REVISION DATE

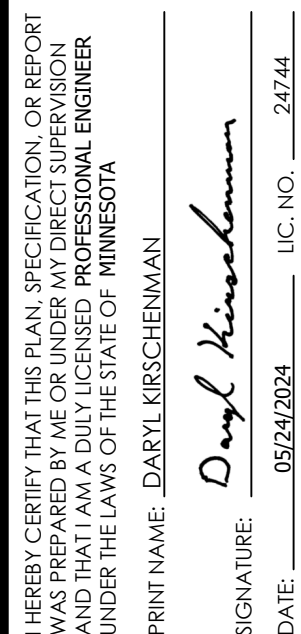
SURVEY
DRAWN
DESIGNED
CHECKED
APPROVED

PROJ. NO. 173420054

SHEET NUMBER

G0.01

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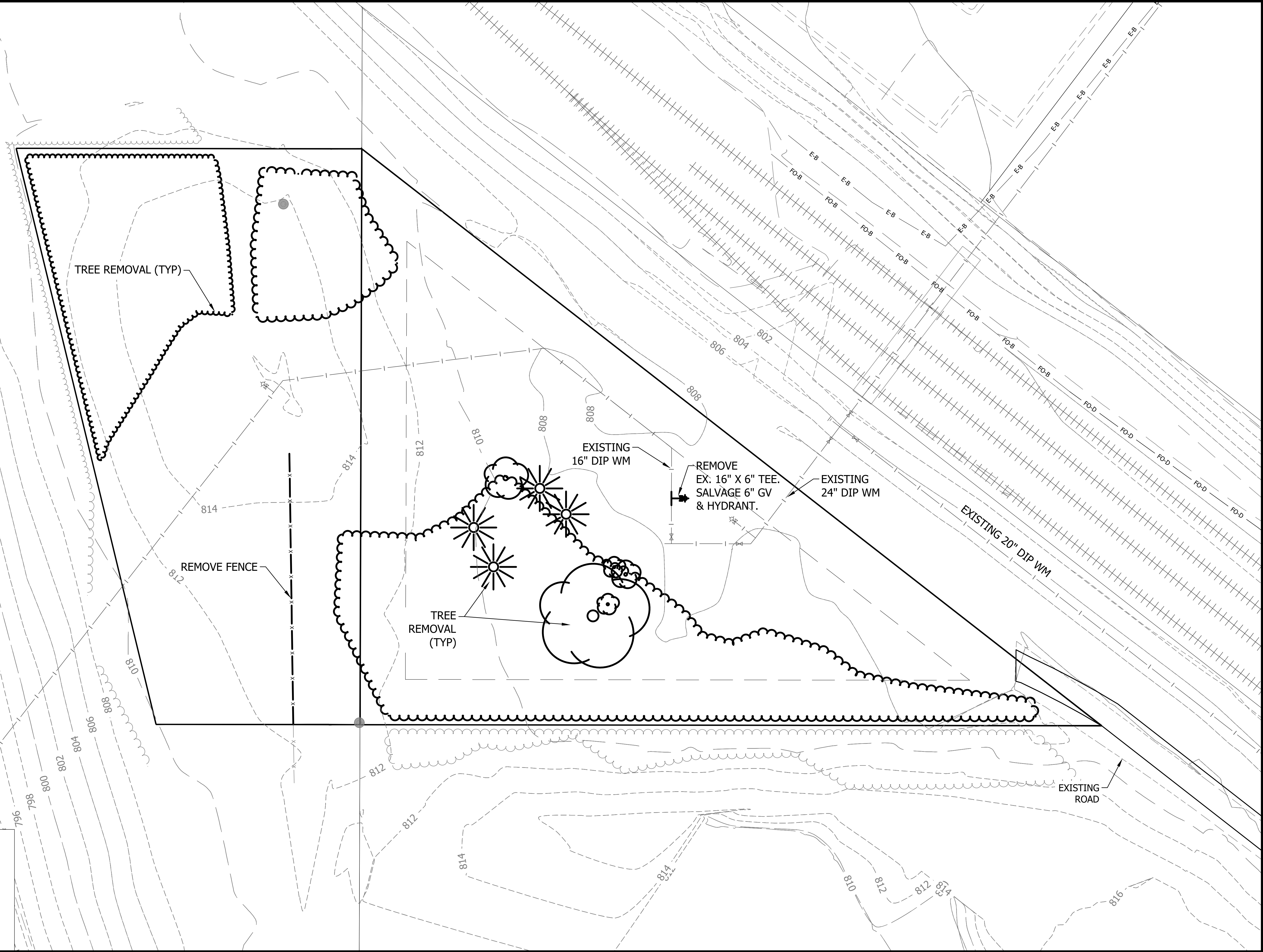
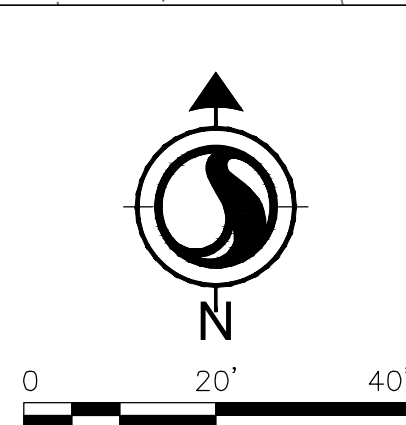


COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK

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DRAWN	EPV		
DESIGNED	DLK		
CHECKED			
APPROVED	DLK		
PROJ. NO.	173420054		
SHEET NUMBER C0.02			

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PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/02 LIC. NO. 24744

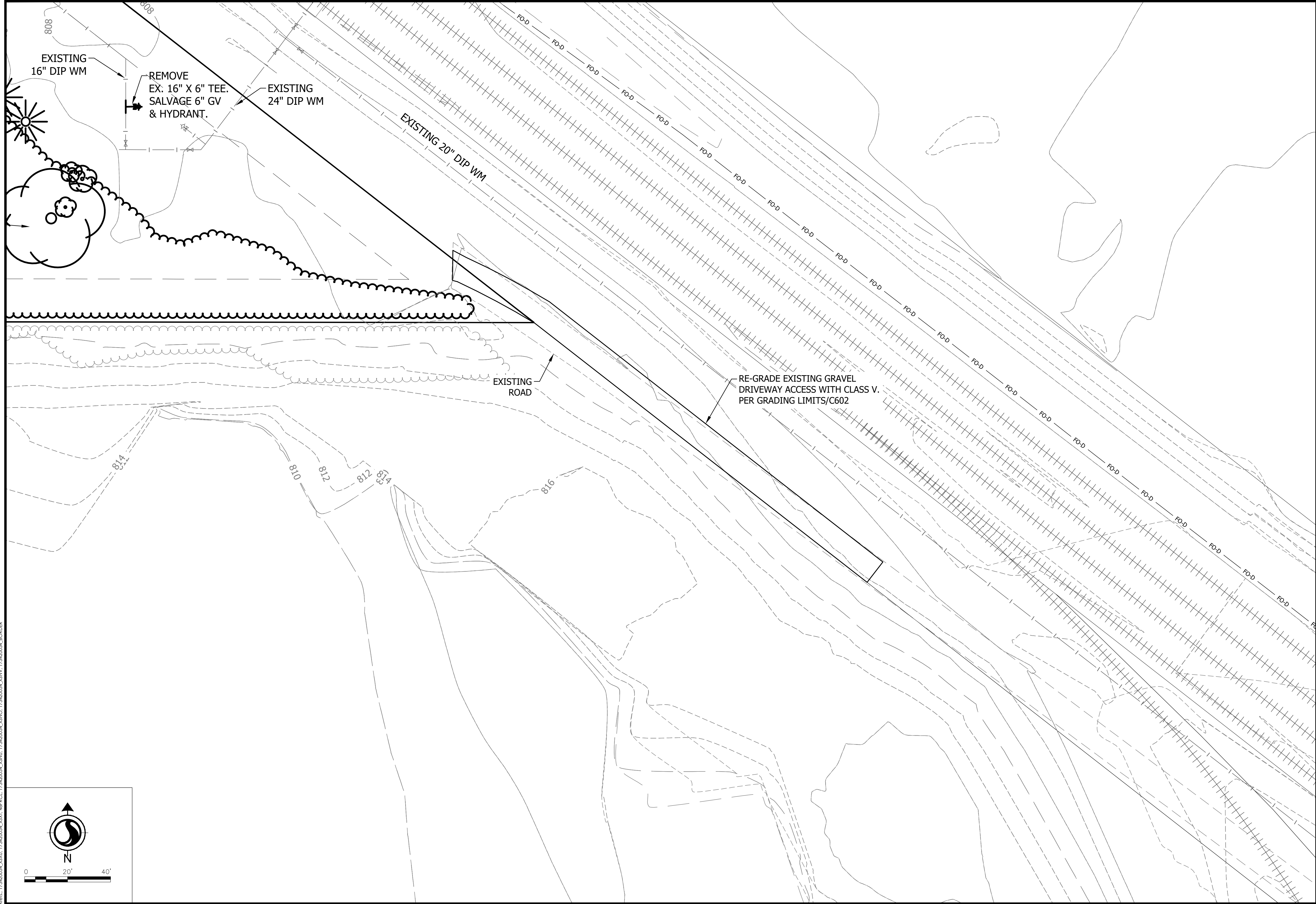
COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

DEMOLITION PLAN

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SURVEY	PBW	
DRAWN	EPV	
DESIGNED		
CHECKED		
APPROVED		
PROJ. NO.	173420054	
SHEET NUMBER		
C0.03		

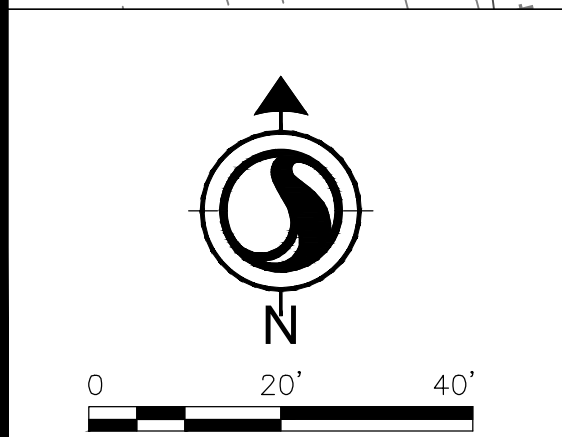
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1. USE SILT FENCE AS DIRECTED BY ENGINEER.
2. ALL DISTURBED AREAS SHALL BE ESTABLISHED WITH TEMPORARY MULCH (NO SEED).

1. SUBGRADE PREPARATION SHALL INCLUDE REMOVING DEBRIS (ROCK, CONCRETE, ETC.), SHAPING, AND GRADING IN LOCATIONS WHERE SEEDING IS PERFORMED.
2. 6 INCH THICK TOPSOIL BORROW CONFORMING TO MNDOT SPEC. 3877.2.B, LOAM TOPSOIL BORROW MODIFIED. MATERIAL SHALL BE SCREENED TO 1/2 INCH MAXIMUM PARTICLE SIZE.
3. USE OF SEED MIXTURE 25-151 WITH FERTILIZER TYPE 1 (20-10-20) AND EROSION CONTROL BLANKET CATEGORY 0.



+ SILT FENCE,
PER DETAIL ERO-1/C8.01

EXISTING —
16" DIP WM

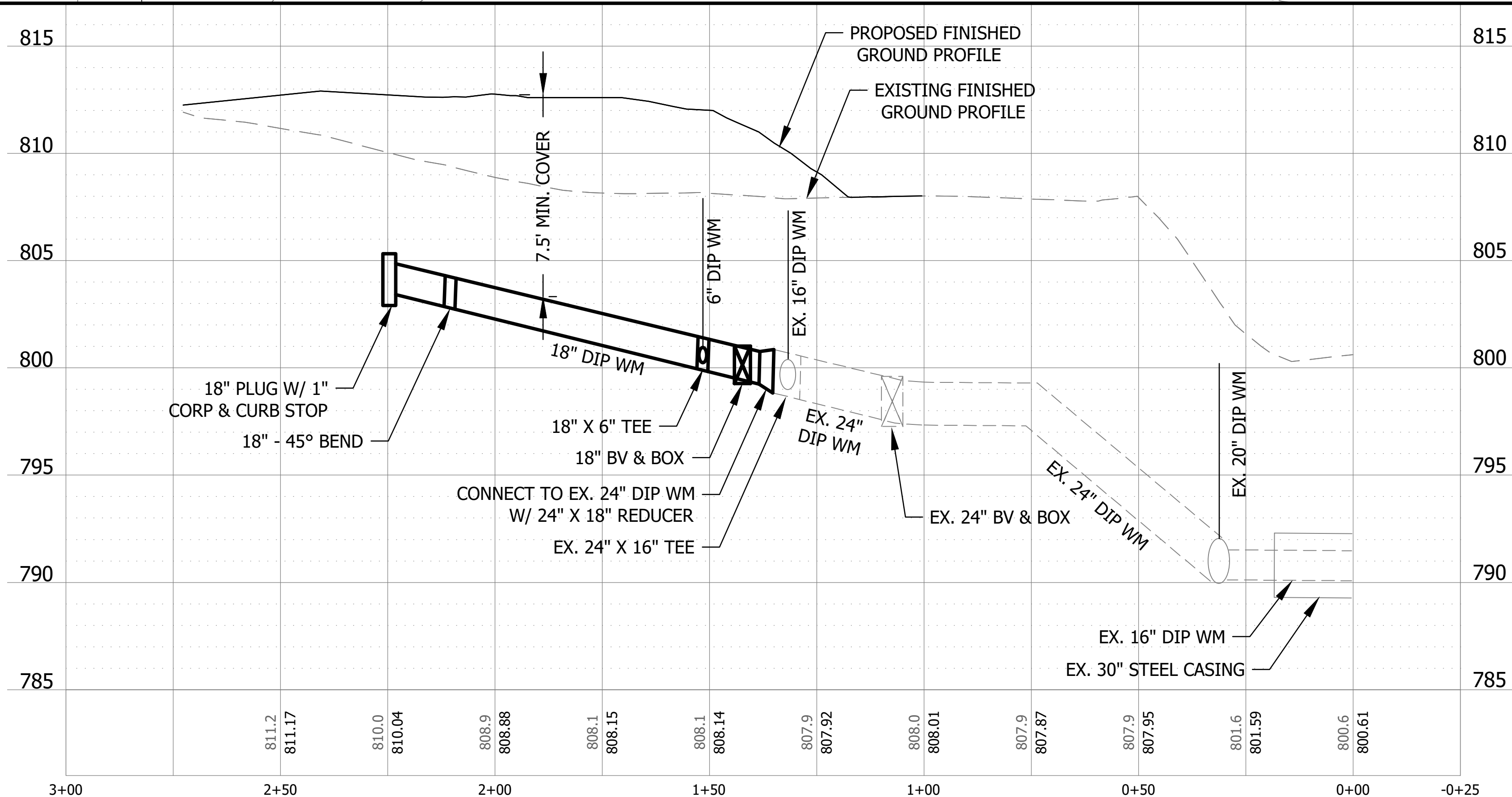
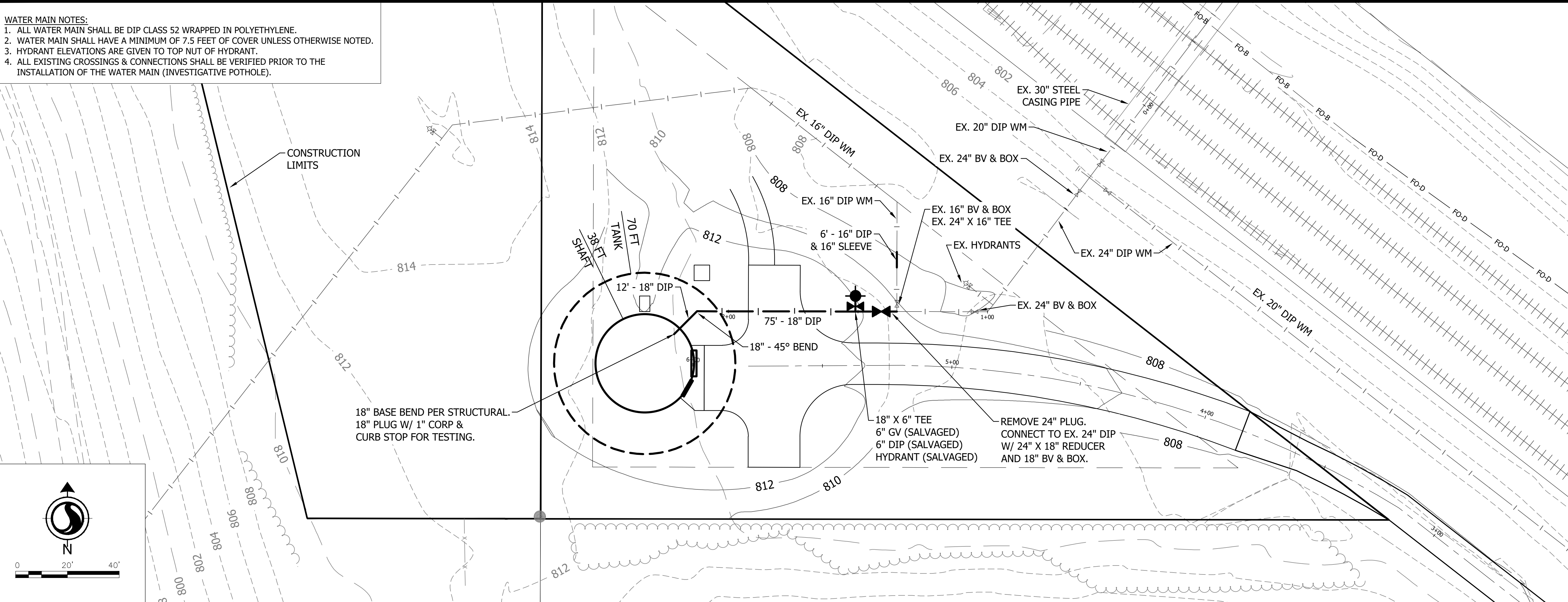
EXISTING
24" DIP WM

CONSTRUCTION
ENTRANCE

EXISTING
ACCESS

NO REVISION	DATE
SURVEY	PBW
DRAWN	EPV
DESIGNED	DLK
CHECKED	
APPROVED	DLK
PROJ. NO.	173420054

Plot Date: 07/02/2024 - 12:32pm
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 AND THAT I AM A LICENSED PROFESSIONAL ENGINEER
 UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DARYL KIRSCHENMAN _____

SIGNATURE: *Daryl Kirschman* _____

DATE: 05/24/2024 LIC. NO.: 24744 _____

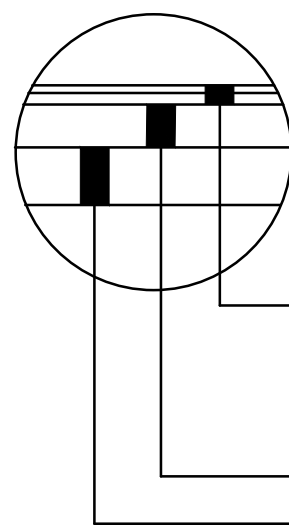
COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

WATER MAIN

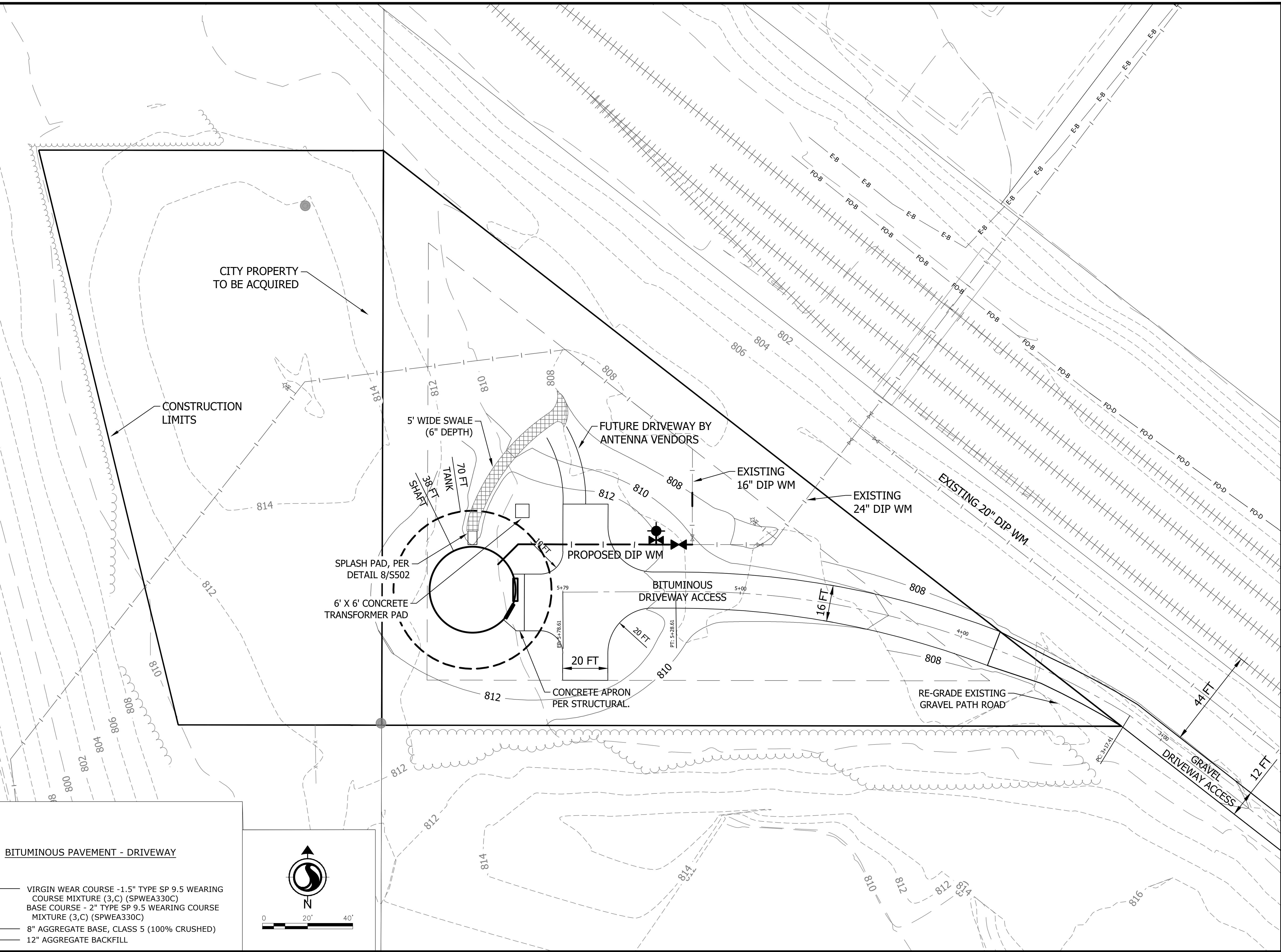
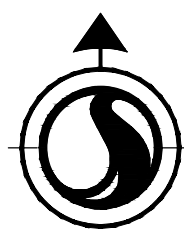
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DRAWN	EPV		
DESIGNED	DLK		
CHECKED			
APPROVED	DLK		
PROJ. NO.		173420054	
SHEET NUMBER C4.01			

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[illegible]

BITUMINOUS PAVEMENT - DRIVEWAY

VIRGIN WEAR COURSE -1.5" TYPE SP 9.5 WEARING
COURSE MIXTURE (3,C) (SPWEA330C)
BASE COURSE - 2" TYPE SP 9.5 WEARING COURSE
MIXTURE (3,C) (SPWEA330C)
8" AGGREGATE BASE, CLASS 5 (100% CRUSHED)
12" AGGREGATE BACKFILL



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

PRINT NAME: DARLY KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO.: 29744

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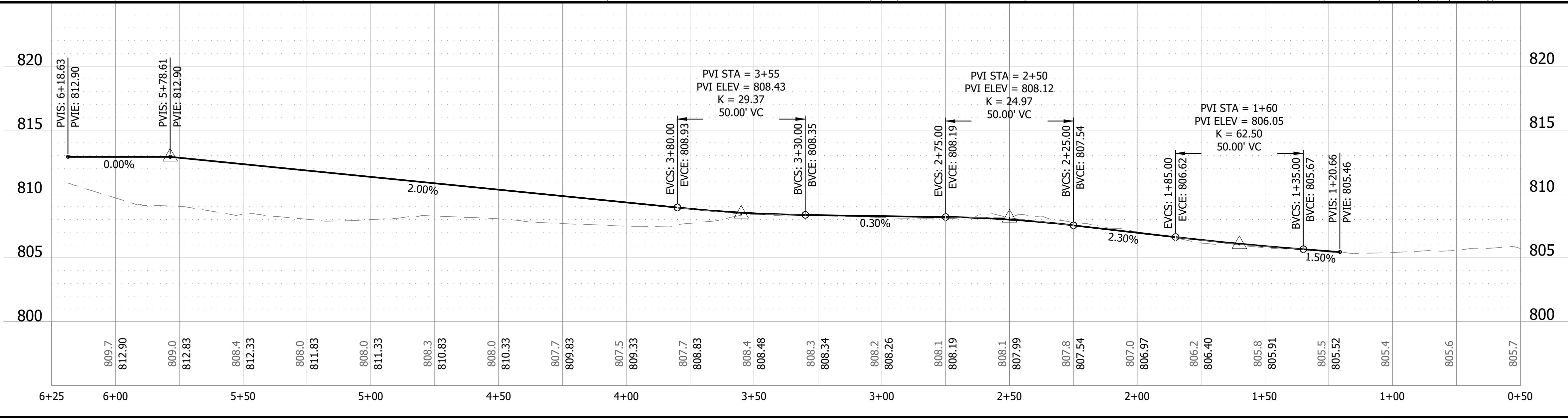
COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
DRIVEWAY PLAN

	NO	REVISION	DATE
SURVEY		PBW	
DRAWN		EPV	
DESIGNED		DLK	
CHECKED			
APPROVED		DLK	
PROJ. NO.		173420054	
SHEET NUMBER C6.01			

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COTTAGE GROVE, MINNESOTA

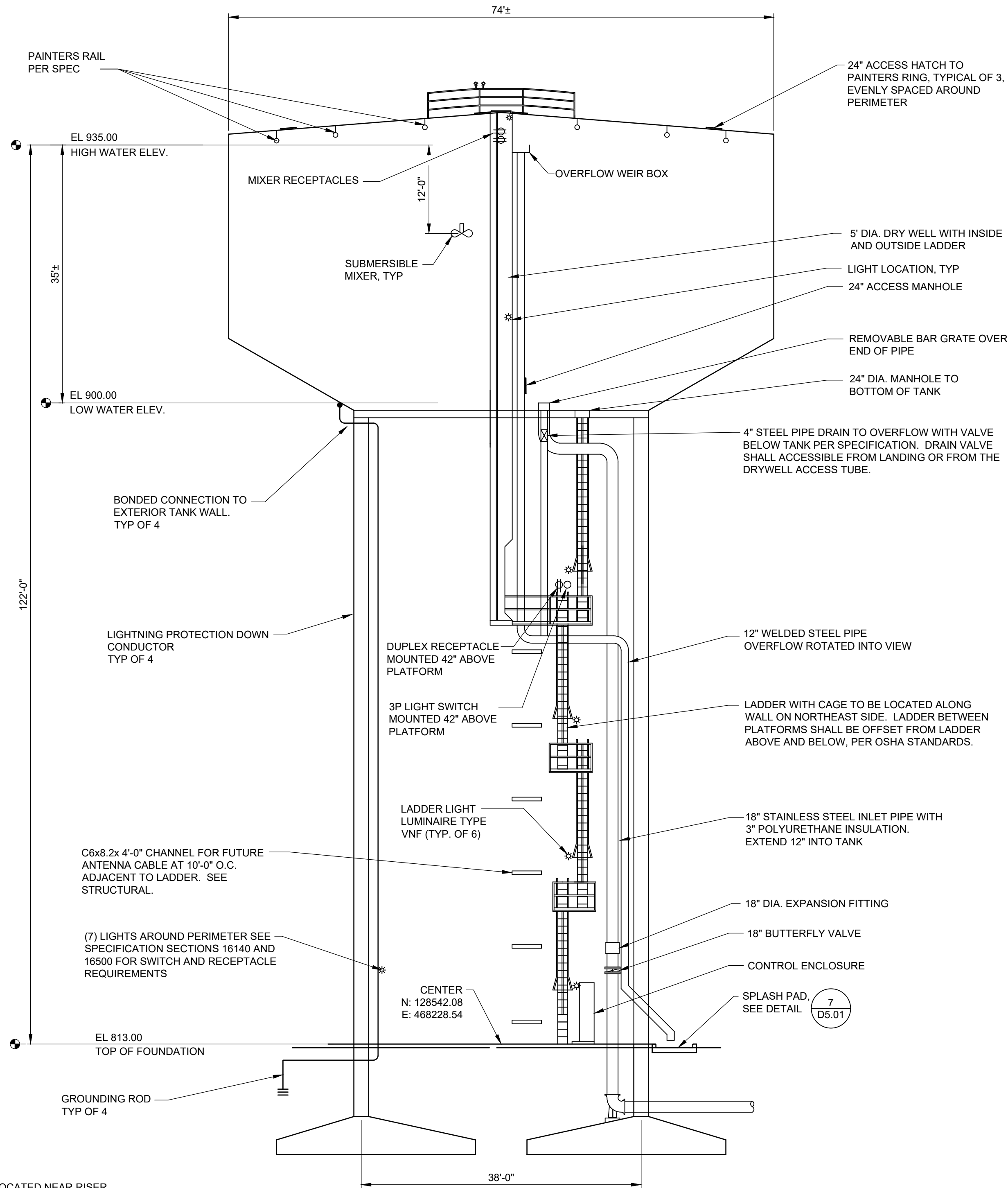
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DRIVEWAY PLAN & PROFILE

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DRAWN	EPV		
DESIGNED	DLK		
CHECKED			
APPROVED	DLK		
PROJ. NO.	173420054		
SHEET NUMBER C6.02			

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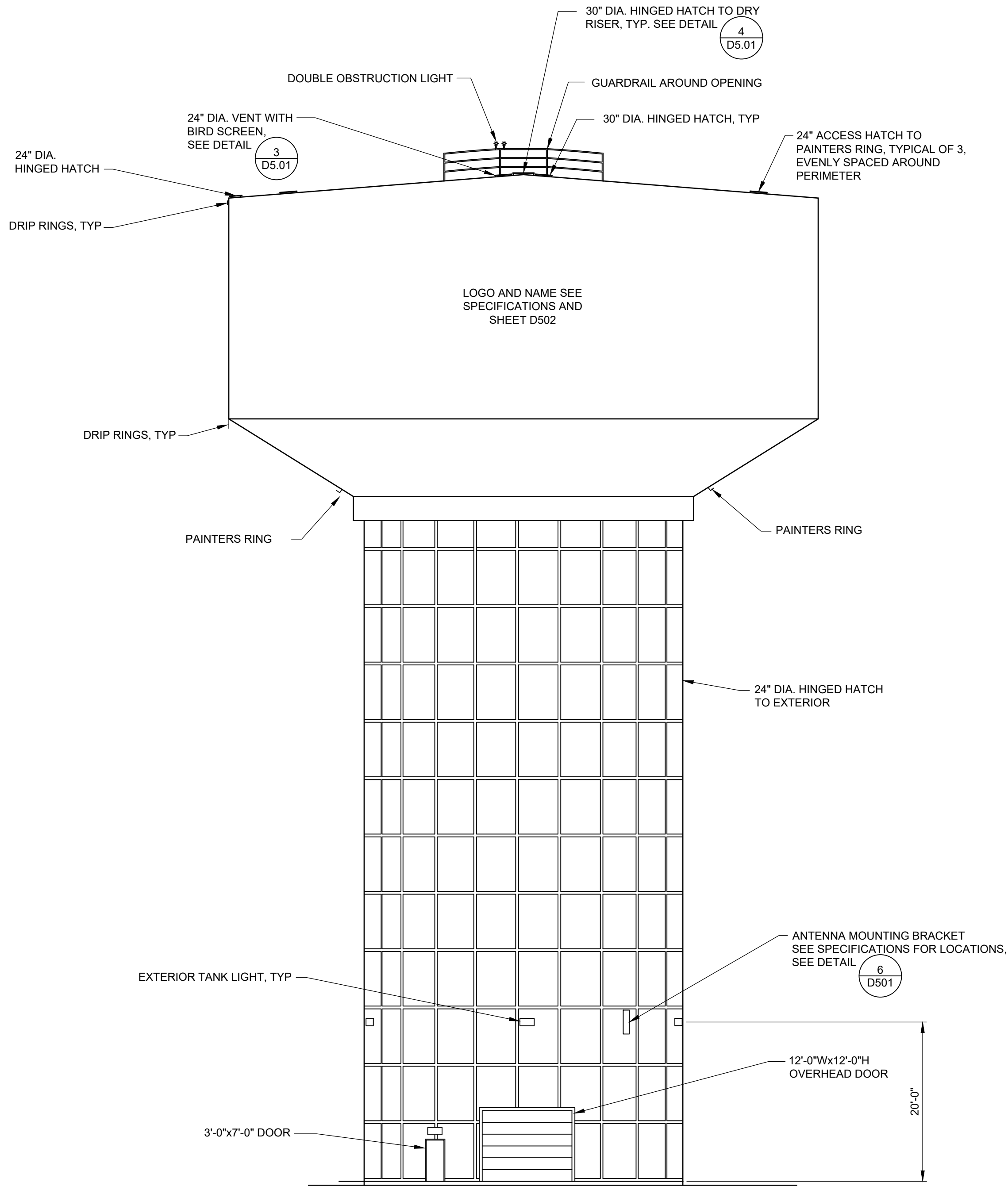
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NOTE:

- LADDER TO BE LOCATED NEAR RISER.
- A LIGHT IS REQUIRED AT EACH LANDING.
- LADDER AND PIPE ROTATED INTO VIEW FOR CLARITY.
- SEAL WELD ALL INTERIOR ROOF SEAMS.
- REFER TO DIVISION 16 FOR GROUNDING AND LIGHTNING PROTECTION REQUIREMENTS.

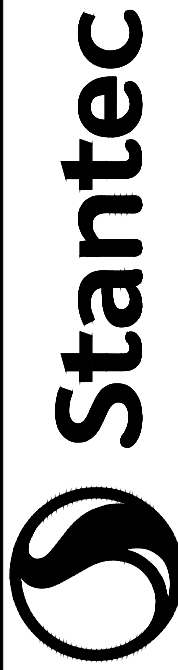
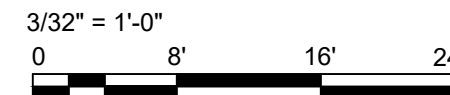
COMPOSITE TOWER SECTION



NOTES:

- VERIFY ORIENTATION OF LOGOS AND NAMES WITH THE ENGINEER.
- DIMENSIONS ARE APPROXIMATE SEE SPECIFICATIONS FOR DIMENSION LIMITS.

COMPOSITE TOWER ELEVATION



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PRINT NAME: DARYL KIRSCHENMAN

SIGNATURE: Daryl Kirschman

DATE: 05/24/2024 LIC. NO. 23744

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER SECTION AND ELEVATION

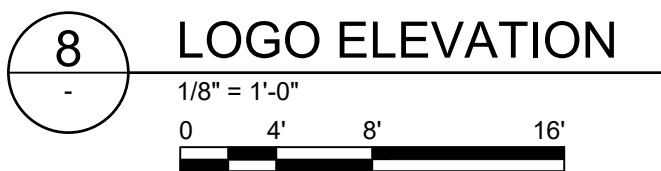
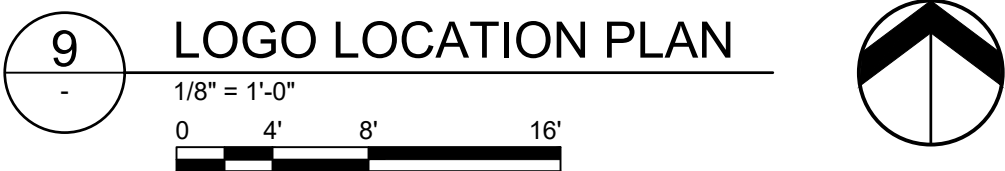
NO. REVISION DATE

SURVEY	
DRAWN	ENW
DESIGNED	DLK
CHECKED	
APPROVED	DLK
PROJ. NO.	173420054

SHEET NUMBER

D3.01

Plot Date: 05/22/2024 - 11:11am
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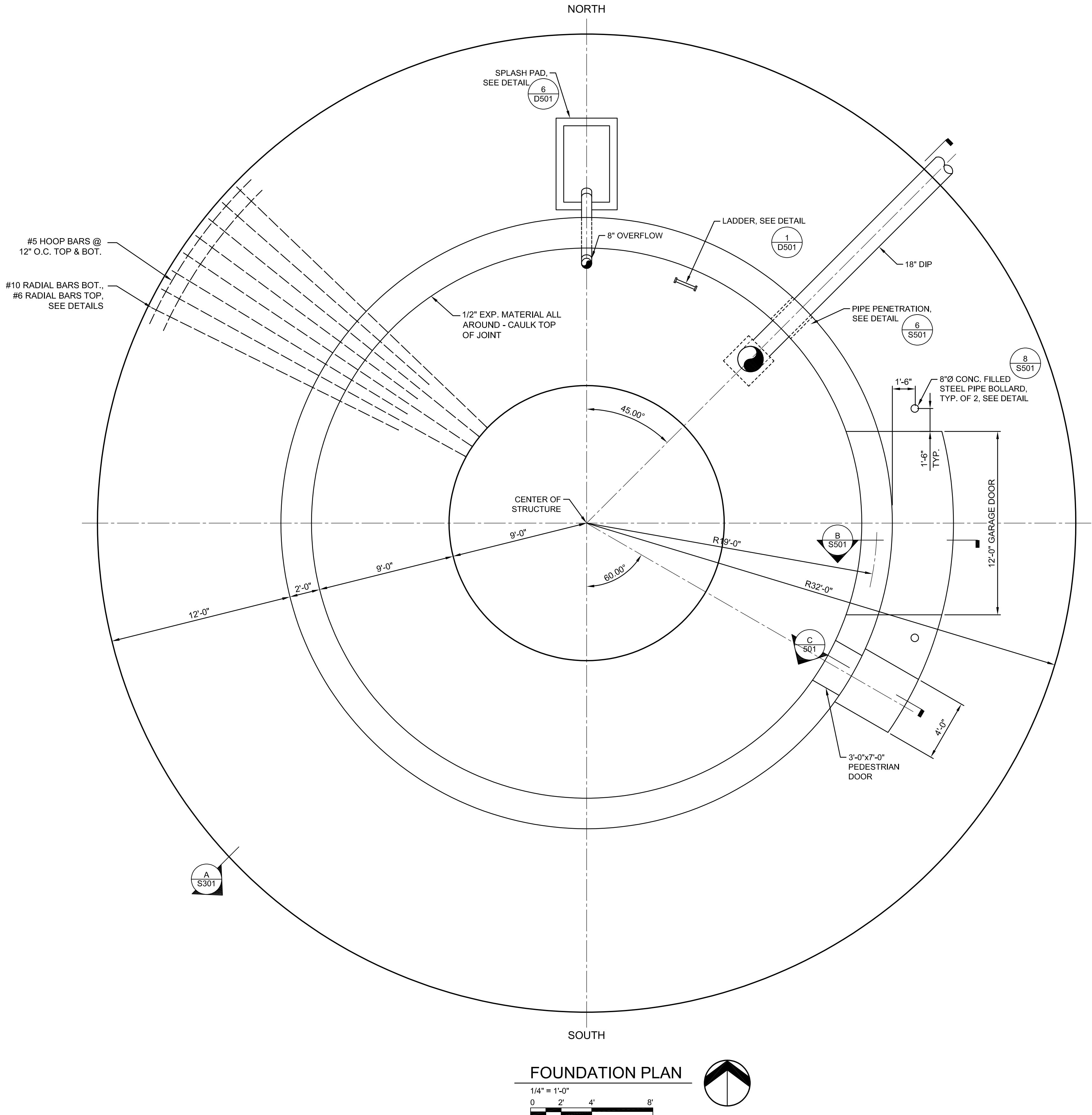
COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
COMPOSITE TOWER
DETAILS II

NO	REVISION	DATE
SURVEY		
DRAWN		ENW
DESIGNED		DLK
CHECKED		
APPROVED		DLK
PROJ. NO.	173420054	

SHEET NUMBER
D5.02

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 05/20/2024 - 10:12am
Drawing name: U:\173420054\06_design\CADD\Drawg\Plan Sheets\173420054_S101.dwg
User: 173420054 BORDER



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PRINT NAME: BRIAN G. BELLEVARE

SIGNATURE: 

DATE: 05/24/2024 LIC. NO. 59378

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

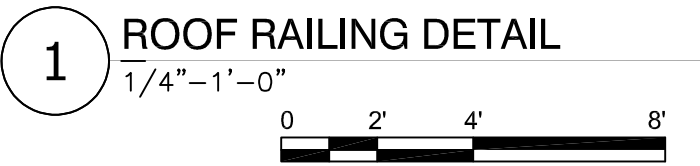
COMPOSITE TOWER

FOUNDATION PLAN

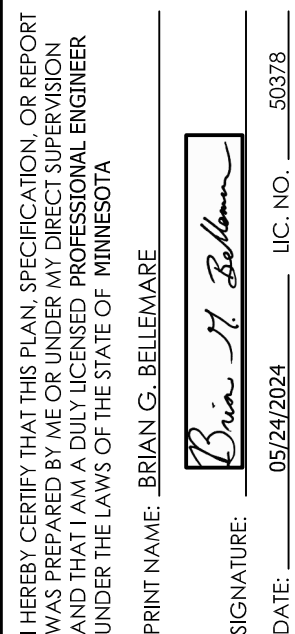
NO	REVISION	DATE

SURVEY	
DRAWN	HMP
DESIGNED	BGB
CHECKED	DLK
APPROVED	BGB
PROJ. NO.	173420054
SHEET NUMBER	S101

Plot Date: 07/17/2024 - 8:42am
Drawing name: U:\173420054\06_design\CADD\Wg\Plan Sheets\173420054_102.dwg
User: 173420054_102.dwg

[illegible]

3 RAILING DETAIL

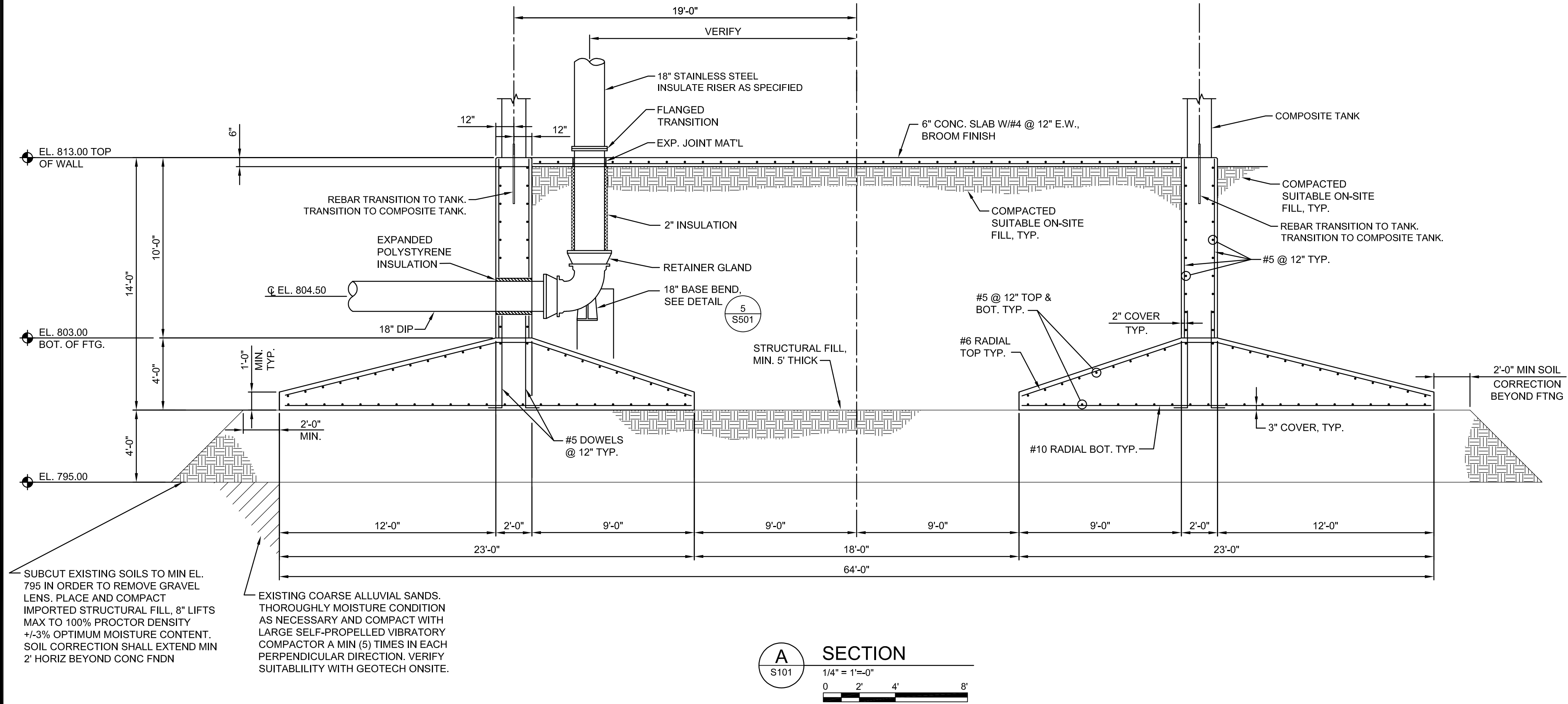


COTTAGE GROVE, MINNESOTA
1.0 MG LOW ZONE ELEVATED TANK
COMPOSITE TOWER
ROOF RAILING LAYOUT

	NO	REVISION	DATE
SURVEY			
DRAWN		HMF	
DESIGNED		BGE	
CHECKED		DLK	
APPROVED		BGE	
PROJ. NO.		173420054	

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. STANTEC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. NO REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 07/17/2024 - 8:42am
Drawing Name: U:\173420054\06_design\CADD\Drawg\Plan Sheets\173420054_330.dwg
User: 173420054 BORDER



STRUCTURAL NOTES

DESIGN LOADS

1. SNOW LOAD (S)
P_g 50 PSF
P_f 45.4 PSF
C_e 0.9
I 1.2
C_t 1.2
2. WIND LOAD (W)
BASIC WIND SPEED 90 MPH (3 SECOND GUST)
I 1.15
EXPOSURE C
3. SOIL BEARING PRESSURE 4500 PSF (6000 PSF WITH WIND)

MATERIAL

1. CONCRETE 5000 PSI AT 28 DAYS
2. REINFORCEMENT BARS ASTM A615, GRADE 60
3. STRUCTURAL STEEL
BEAMS ASTM A992
TUBES ASTM A500, GRADE B
OTHER SHAPES ASTM A36
4. STRUCTURAL FILL GRANULAR MATERIAL
GW, GW-GM, SP, SP-SM
<50% PASSING #40 SIEVE, AND <5% PASSING #200 SIEVE +/-3%
OPTIMUM MOISTURE CONTENT, 100% MIN COMPACTION, FREE OF ORGANICS, RUBBLE AND DEBRIS.

CONSTRUCTION NOTES

1. EXCAVATION
A. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY SHEETING AND BRACING NECESSARY TO PROTECT PERSONNEL AND ADJACENT PROPERTY FROM INJURY OR DAMAGE DURING CONSTRUCTION OPERATIONS.
2. CONCRETE
A. LAP SPLICES AND 90° END HOOKS SHALL BE AS SHOWN BELOW UNLESS NOTED.

REINF. BAR SIZE	SLAB, WALL, COLUMN		BEAMS		90° END HOOK
	TOP* BAR	BAR LAP	TOP* BAR	BAR LAP	
#3	24 IN	19 IN	36 IN	28 IN	6 IN
#4	32 IN	25 IN	48 IN	37 IN	8 IN
#5	40 IN	31 IN	60 IN	46 IN	10 IN
#6	48 IN	37 IN	72 IN	56 IN	12 IN
#7	70 IN	54 IN	105 IN	81 IN	14 IN
#8	80 IN	62 IN	120 IN	93 IN	16 IN
#9	90 IN	70 IN	135 IN	104 IN	19 IN
#10	102 IN	78 IN	152 IN	117 IN	22 IN
#11	113 IN	87 IN	170 IN	131 IN	25 IN

- * TOP BAR LAP SPLICES ARE HORIZONTAL REINFORCEMENT PLACED SUCH THAT MORE THAN 12 INCH OF CONCRETE IS CAST IN THE MEMBER BELOW THE SPLICE.
- B. REINFORCING BARS SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED.
- CONCRETE CAST AGAINST EARTH 3"
 - ALL OTHER CONCRETE 2"
- C. ALL DOWELS THROUGH FORMED SURFACES SHALL BE THREADED.
- D. CONCRETE SHALL BE PLACED WITHOUT CONSTRUCTION JOINTS EXCEPT WHERE SPECIFICALLY SHOWN ON THE DRAWINGS OR AS APPROVED BY THE ENGINEER.
- E. BEVEL ALL EXPOSED CORNERS OF CONCRETE 3/4" X 3/4"
- F. VERIFY SIZE AND LOCATION OF ALL EQUIPMENT BASES AND OPENINGS.

ABBREVIATIONS

ADD'L.	ADDITIONAL	EXP.	EXPANSION
ALUM.	ALUMINUM	FT.	FOOT
BOT.	BOTTOM	FTG.	FOOTING
CONC.	CONCRETE	GALV.	GALVANIZED
Ø	DIAMETER	MAX.	MAXIMUM
D.I.P.	DUCTILE IRON PIPE	MIN.	MINIMUM
EA.	EACH	O.C.	ON CENTER
E.E.	EACH END	REINF.	REINFORCEMENT
E.F.	EACH FACE	S.S.	STAINLESS STEEL
EL.	ELEVATION	STD.	STANDARD
E.W.	EACH WAY	TYP.	TYPICAL

REQUIRED SPECIAL INSPECTIONS

DESCRIPTION OF WORK IBC SECTION 1704	INSPECTION		TESTING		N/A	REMARKS
	YES	NO	YES	NO		
1. CONCRETE	●		●			NOTIFY ENGINEER 24 HOURS MINIMUM PRIOR TO PLACEMENT
2. BOLTS INSTALLED IN CONCRETE	●		●			
3. REINFORCEMENT STEEL AND PRESTRESSING STEEL	●		●			
4. WELDING	●		●			
5. HIGH-STRENGTH BOLTING	●		●			
6. SHOTCRETE					●	
7. SPECIFIED GRADING EXCAVATION AND FILLING	●		●			DOCUMENT DAILY PROGRESS



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PRINT NAME: BRIAN G. BELEMARE

SIGNATURE: *Brian G. Belemare*

DATE: 07/17/2024 LIC. NO. 59378

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER
FOUNDATION SECTION

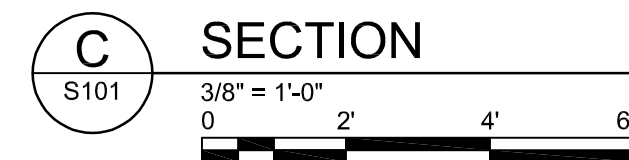
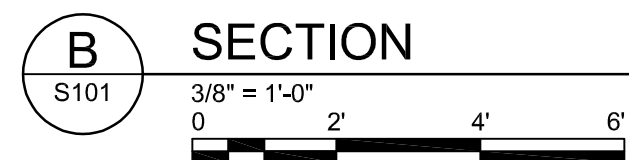
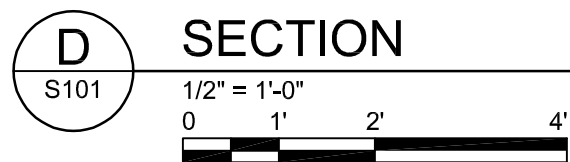
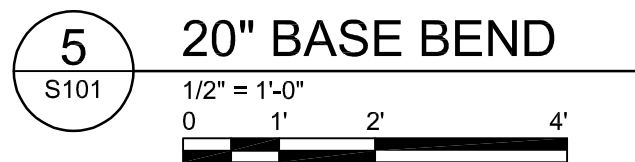
NO. REVISION DATE

SURVEY
DRAWN HVP
DESIGNED BGB
CHECKED DLK
APPROVED BGB
PROJ. NO. 173420054

SHEET NUMBER

3301

Plot Date: 07/17/2024 - 8:40am
Drawing name: U:\173420054\06_design\CADD\Wg\Plan Sheets\173420054_S501.dwg
Krefs: 173420054_BORDER



	INCOMING LINE
	POWER CIRCUIT BREAKER
	OIL CIRCUIT BREAKER
	CIRCUIT BREAKER
	DRAW-OUT CIRCUIT BREAKER
	LOAD BREAK INTERRUPTING SWITCH
	SINGLE THROW DISCONNECTING SWITCH
	DOUBLE THROW DISCONNECTING SWITCH
	FUSE
	DISCONNECTING FUSE
	SWITCH AND FUSE
	RESISTOR1
	RESISTOR2
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	LIGHTNING ARRESTER
	TRANSFORMER
	CAPACITOR
	MOTOR
	GENERATOR
	RELAY (* RELAY NO.)
	STRESS CONE
	FUSE CUTOUT
	ENCLOSED FUSE CUTOUT
	AMMETER
	AMMETER SWITCH
	DEMAND METER
	POWER FACTOR METER
	VOLTMETER
	VOLTMETER SWITCH
	WATTMETER
	WATTHOUR METER
	WATTHOUR METER WITH DEMAND REGISTER
	MULTI-FUNCTION METER
	METER
	TRANSIENT VOLTAGE SURGE SUPPRESSOR
	KEY INTERLOCK
	AUTOMATIC TRANSFER SWITCH (A.T.S.)

- WEATHERPROOF
- 12 DUPLEX RECEPTACLE
- GFI CIRCUIT NUMBER
- GROUND FAULT TYPE
- PEDESTAL MOUNTED FLOOR BOX
- DOUBLE DUPLEX RECEPTACLE
- EMERGENCY POWER DUPLEX RECEPTACLE
- CEILING PENDENT RECEPTACLE DROP
- FLOOR MOUNTED RECEPTACLE OUTLET
- PSA PLUG STRIP - LETTER DESIGNATES TYPE
- HOME RUN SURFACE MOUNT
- HOME RUN UNDER-GROUND OR IN-SLAB
- CEILING MOUNTED RECEPTACLE
- WELDING RECEPTACLE
- SPECIAL PURPOSE RECEPTACLE

	NORMALLY CLOSED PUSHBUTTON
	NORMALLY OPEN PUSHBUTTON
	THREE - POSITION SELECTOR SWITCH
	TWO - POSITION SELECTOR SWITCH
	NORMALLY CLOSED LIMIT SWITCH - HELD OPEN
	NORMALLY OPEN LIMIT SWITCH

	MANUAL STARTER
	CURRENT TRANSFORMER
	TIMING RELAY
	RELAY
	MOTOR STARTER COIL AND OVERLOAD CONTACTS
	GROUND
	CONTROL CIRCUIT TRANSFORMER
	OVERLOAD

Plot Date: 07/18/2024 - 3:29pm
Drawing name: U:\173420054\06_design\CADD\Wg\Plan Sheets\173420054_E301.dwg
User: 173420054_06design_173420054_01

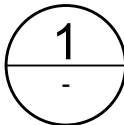


1. LUMINAIRE TYPE OAN SHALL BE MOUNTED AT 15'-0" ABOVE THE FINISHED FLOOR.
2. LUMINAIRE TYPE OKD SHALL BE MOUNTED AT 20'-0" ABOVE THE FINISHED GRADE.
3. LUMINAIRE TYPE OKA SHALL BE MOUNTED CENTERED ON THE DOOR'S CENTER LINE 1'-0" ABOVE THE DOOR FRAME.
4. ALL SWITCHES SHALL BE PROVIDED WITH A WEATHER PROOF COVER.
5. SEE SHEETS D301 AND D501 FOR SHAFT AND OBSTRUCTION LIGHTS.

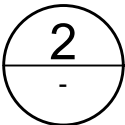


1. CONVENIENCE RECEPTACLES SHALL BE MOUNTED 48" ABOVE THE FINISHED FLOOR GRADE UNLESS OTHERWISE NOTED ON THE DRAWING(S).
2. ALL CONDUITS SHOWN LEAVING OR ENTERING THE TOWER SHALL BE RAN THROUGH THE TOWER FOUNDATION 2'-0" BELOW THE FINISHED EXTERIOR GRADE.
3. BONDED CONNECTIONS SHALL BE PERMANENT JOINING OF METALLIC PARTS TO FORM AN ELECTRICALLY CONDUCTIVE PATH THAT ENSURES ELECTRICAL CONTINUITY.
4. MOUNT A CONVENIENCE RECEPTACLE NEAR THE SERVICE ENTRANCE PANELBOARD. REFER TO PANELBOARD SCHEDULE FOR CIRCUITING.
5. CONTRACTOR SHALL REFERENCE ALL DRAWINGS OF THE BID PACKAGE FOR OTHER DRAWINGS MAY CONTAIN ELECTRICAL REQUIREMENTS. WHERE AN ELECTRICAL CONFLICT MAY OCCUR DUE TO A CONFLICT IN NOTATIONS, THE NOTES SHOWN ON THE ELECTRICAL DRAWINGS TAKE PRECEDENCE OVER OTHER DRAWINGS.
6. REFER TO PROCESS DRAWINGS FOR RECEPTACLES TO BE MOUNTED IN RISER AND ON ROOF.

- A** PROVIDE RECEPTACLE FOR OVERHEAD COILING DOOR MOTOR. CONTRACTOR TO COORDINATE LOCATION OF MOTOR AND MOUNT RECEPTACLE AT AN ACCESSIBLE LOCATION.
- B** PROVIDE TWELVE (12) 4" CONDUITS STUBBED 3'-0" FROM THE TANK BASE. CONTRACTOR SHALL VERIFY LOCATION OF LADDER INSTALLED TO THE TOP OF THE TOWER AND THE ANTENNA CABLE MOUNTING BRACKETS BEFORE LEADING THE CONDUITS. CONTRACTOR SHALL COORDINATE LOCATION OF CONDUITS TO ENSURE ACCESSIBILITY TO THE CONDUITS AND LOCATE THEM NEAR AND/OR UNDER THE MOUNTING BRACKETS. TERMINATE CONDUITS 12" ABOVE THE FINISHED FLOOR INSIDE THE CONTROL ROOM AND CAP EACH CONDUIT.
- C** CONTRACTOR SHALL WIRE COILING DOOR PUSH BUTTON STATION AND LEADING EDGE STOP AS RECOMMENDED BY THE MANUFACTURER. CONTRACTOR SHALL VERIFY LOCATION OF COILING DOOR OPENER AND CONTROLS PRIOR TO WIRING.
- D** STUB CONDUIT(S) 5'-0" FROM THE TANK BASE IN THE GENERAL LOCATION AS SHOWN.
- E** NOTE NOT USED
- F** THE THREE (3) 4" CONDUIT GROUPS SHALL BE SEPARATED BY A DISTANCE NO LESS THAN 16" FROM THE OUTERMOST POINT OF THE OUTSIDE CONDUITS AS SHOWN.
- G** CONTRACTOR SHALL MOUNT ALARM CONTACT ON LADDER GATE. CONTRACTOR SHALL VERIFY LOCATION OF LADDER GATE AND COORDINATE INSTALLATION WITH THE LADDER GATE INSTALLER.
- H** PROVIDE A SPDT TOGGLE SWITCH FOR THE POWER FEED TO THE TELEMETRY RTU. PROVIDE 30 FEET OF 12/2-G SO CORD AND L5-20P PLUG TO ALLOW POWERING THE TELEMETRY RTU FROM A PORTABLE GENERATOR.



COMPOSITE TOWER CONTROL ROOM LIGHTING PLAN

$$3/16'' = 1'-0'$$


COMPOSITE TOWER CONTROL ROOM POWER PLAN

$$3/16'' = 1'-0''$$

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AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: MICHAEL T. FITZPATRICK

Michael T. T. P. P.

DATE: 05/24/2024 LIC. NO. 53078

COTTAGE GROVE, MINNESOTA

1.0 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER ELECTRICAL PLAN

[illegible]

SURVEY	
DRAWN	ENW
DESIGNED	CWO
CHECKED	MTF
APPROVED	MTF
PROJ. NO.	173420054

SHEET NUMBER

E3.01

Plot Date: 06/20/2024 - 12:05pm
Drawing name: U:\173420054\06_design\CADD\Dwg\Plan Sheets\173420054_E601.dwg
Krefs: 173420054_BORDER



1. THE FOLLOWING TAPS SHALL BE PROVIDED:
1-3/4" TAP FOR SAMPLING
1-3/4" TAP FOR PRESSURE GAUGE
1-3/4" TAP FOR PRESSURE TRANSMITTER
2. HEAT TAPE AND INSULATE ALL TAPS AND TUBING.
3. REFER TO SPECIFICATION SECTION 26 82 40 FOR HEATER SPECIFICATION

1 RTU ENCLOSURE
E6.01 NO SCALE

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AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: MICHAEL T. FITZPATRICK

Michael T. P.

SIGNATURE: _____
M. W. S. & M. J. S.

DATE: 05/24/2024 LIC. NO. 53078

COTTAGE GROVE, MINNESOTA

10 MG LOW ZONE ELEVATED TANK

COMPOSITE TOWER

ELECTRICAL DETAILS

NO REVISION	DATE
SURVEY	
DRAWN	ENW
DESIGNED	CWO
CHECKED	MTF
APPROVED	MTF
PROJ. NO.	173420054

SHEET NUMBER

E6.01

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1 SERVICE ENTRANCE PANELBOARD SCHEDULE

NO SCALE

2 CONDUIT AND WIRE SCHEDULE

NO SCALE



City Council Action Request

7.N.

Meeting Date 9/4/2024

Department Public Works

Agenda Category Action Item

Title CP Rail Utility Occupancy License

Staff Recommendation Approve the utility occupancy license with the Soo Line Railroad Company, dba Canadian Pacific, with minor modifications by the City Attorney.

Budget Implication NA

Attachments	1.	2024-8-28 Approve Utility Occupancy License
	2.	Agreement 56579



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

From: Ryan Burfeind, PE, Public Works Director

Date: August 28, 2024

Re: CP Rail Utility Occupancy License

Background/Discussion

As part of the Low Zone Water Treatment Plant/Utility & Engineering Building Fiber Project, the new City fiber will be crossing through the CP rail right-of-way along Jamaica Ave south of Highway 61. To allow for this to be installed, a utility occupancy license is required.

Utility occupancy licenses are a standard process, which the City most recently went through when extending water main and sanitary sewer along 103rd Street under the BNSF railway. This license allows for installation of the fiber, ongoing maintenance, and lists the insurance requirements that need to be upheld. The draft license is included with the packet for the approval.

Recommendation

It is recommended the City Council approve the utility occupancy license with the Soo Line Railroad Company, dba Canadian Pacific, with minor modifications by the City Attorney.

UTILITY OCCUPANCY LICENSE

NO. 56579

THIS UTILITY OCCUPANCY LICENSE ("License") is made effective the 4th day of September, 2024, by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, with its general offices at Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, MN 55402 (hereinafter referred to as "**CP**"),

and

City of Cottage Grove, MN, with an office at 8635 West Point Douglas Road S Cottage Grove, Minnesota 55016 ("**Licensee**").

2. ACKNOWLEDGEMENT

CP hereby licenses and authorizes Licensee to install, maintain and operate the following "**Utility Line**" across, over and/or under its railroad corridor property and tracks, pursuant to the terms and conditions of this License.

(a) Specifications

Utility Type: Underground Fiber Optic Crossing

Size/Capacity: 1-48 CT Fiber optic cable

Installation: 12 ft minimum under tracks

Ancillary Items: None

(b) Location

Lat/Long: 44.813497 -92.935388

PLSS: SE ¼ of the NW ¼ 021 / 027-N / 021-W

City, County, State: Cottage Grove, Washington County, Minnesota

Milepost, Subdivision: Mile Post 397.73 on the River (BE# MN19)

as shown upon Appendix 3 attached and incorporated herein (the "**Property**").

(c) Applicable Fees

Licensee agrees to pay CP the following charges:

- (i) One-time fee of **\$1.00** to cover CP's reasonable expenses incurred in reviewing Licensee's notice to occupy CP's right-of-way; and
- (ii) Reimbursement for CP's reasonable and customary charges to have a flagman or watchman present during Licensee's work on the Property, pursuant to Section 10.0(c).

Attachments

The following documents are incorporated in this Agreement:

- (i) Appendix 1 – Contacts
- (ii) Appendix 2 – Insurance Requirements
- (iii) Appendix 3 – Exhibit A

(d) Work; License To Be Available At Work Site:

- (i) "**Work**," shall mean any activity conducted by Licensee relative to the installation, maintenance, repair, replacement, relocation, servicing, or removal of the Utility Line which involves entry onto the Property.

- (ii) **"Work Site,"** shall mean the general location of Licensee's activities relative to the Work. Licensee shall keep a copy of this License at the Work Site and shall make it available upon request by any employee or agent of CP.

3.0 Effective Date

The **"Effective Date"** of this Agreement shall be September 4th, 2024. Notwithstanding the Effective Date, the rights granted to Licensee under this License shall be effective on the later of the Effective Date, or the last date it is executed by a party.

4.0 Term

The rights granted Licensee under this License shall remain until terminated by either party by providing other party with thirty (30) days' advanced written notice.

5.0 Mechanics' And Materialmen's Liens

If any mechanics' or material men's liens, or similar lien, is asserted against the Property, or any other property of CP, as a direct consequence of the Work, Licensee shall immediately take steps to satisfy, defend, or obtain the release of such lien, all at Licensee's cost and expense.

6.0 Contact; Notices

(a) Contact Persons

Communications pursuant to this License shall be directed to the contact persons listed in Appendix 1, or their designees. Either party may change this contact information by providing written notice to the other party.

(b) Notices

Except at otherwise provided in this License, all notices shall be in writing and shall be effective upon delivery to the Contact Person for the party notice is being given to. If notice is given by facsimile, the notice shall not be deemed effective until received in legible form.

(c) Notification Prior To Beginning Work

Except in the case of an emergency, Licensee shall notify CP's Engineering contact person by telephone not less than forty five (45) Business Days before commencing the Work. **"Working Days"** do not include Saturdays, Sundays, or federally recognized Holidays.

7.0 Permitted & Prohibited Use; Rights of CP

(a) Permitted Use

The use of the Property by Licensee shall be limited to the Work, or such other activity as may be approved by CP in writing. Licensee may permit governmental authorities with jurisdiction of the Work to enter the Property for the purpose of performing applicable governmental functions, including but not limited to inspecting or monitoring the Work.

(b) Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this License, or as may be approved in writing by CP. Specifically:

- (i) *Advertising* – Licensee shall not permit any advertisements or signs upon the Property (except signs that may be required by applicable governmental law, rule or regulation based on the nature and extent of the Work); and
- (ii) *Use of Hazardous Substances* – Licensee shall not, without prior written disclosure and approval by CP, use or authorize the use of any Hazardous Substances on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate. **"Hazardous Substances"** shall mean any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product,

distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in applicable regulatory or environmental laws.

8.0 Reservation and Rights of CP

(a) Railroad Activities Take Priority Over Work

All Work by Licensee shall be subordinate to the reasonable needs of CP in connection with the operation, maintenance and movement of railroad trains and equipment on the Property. Notwithstanding the foregoing, the parties agree to cooperate in good faith to schedule their respective work activity on the Property to minimize each other's delays.

(b) Interference With Prior/Future Use

Licensee right to use the Property to perform the Work is subject to any prior easements, licenses, or permits to use the Property for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements. Furthermore, CP reserves the right to place upon, across, above and/or under the Property additional tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements in any manner that does not interfere with Licensee's Work or the Utility Line.

(c) Relocation – Licensee shall relocate the Utility Line, at its sole cost and expense, if CP determines that such relocation is reasonably necessary for the current operation of the railroad tracks.

(d) Monitoring

CP may elect to be present at the Property during the Work and to monitor same, at Licensee's sole cost and expense.

9.0 Investigation; Compliance with Laws; Safety Requirements

(a) Prior Use – Before performing Work on the Property, Licensee shall obtain consent of all persons or entities that are using or occupying any portion of the Property, if such consent is required by applicable laws and/or regulations. CP will cooperate with Licensee in obtaining such consent from any person or entity that unreasonably withholds consent.

(b) Underground Utilities And Structures

- (i) Licensee shall, pursuant to applicable laws and/or regulations, be responsible for determining the location of all underground utilities (e.g. electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cable), and utility structures.
- (ii) Licensee shall call the Gopher State One Call at (800) 252-1166 and make arrangements to have all applicable underground utilities marked prior to commencing any excavation or boring on the Property.
- (iii) CP will cooperate with Licensee to identify the location of underground utilities and utility structures known to CP, but such cooperation shall not relieve Licensee of its obligations under (i) and (ii) above.
- (iv) Licensee shall call CP's Call-Before-You Dig group at (866) 291-0741, no less than five (5) Working Days prior to the date that Work is to be performed, in order for CP to mark its underground facilities on the Property. CP shall mark all its underground facilities on the Property within this five (5) day period to avoid delaying Licensee.

(c) Permits and licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work, and shall comply with all laws applicable to the Work and the use and operation of the Utility Line, including but not limited to any laws, standards, regulations, and permit requirements relating to environmental pollution and/or contamination, or to occupational health and safety.

(d) Compliance With CP Safety Requirements

While on the Property Licensee shall comply with CP's safety requirements as set forth in the document entitled "**Minimum Safety Requirements for Contractors Working on Railway Property**". It is Licensee's responsibility to obtain the most up-to-date copies of these requirements prior to commencement of any Work and ensuring that every person on the Property has access thereto.

10.0 Work in Close Proximity to Railroad Operations; Drainage

(a) Interference With Railroad Operations – Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or the trains and equipment of others lawfully using the tracks) operating on or near the Property.

(b) Clearance – No Work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advanced notification to CP.

(c) Flagging – Licensee shall make arrangements with CP for such flagging or watchmen service as CP deems necessary for the protection of railroad traffic. Pursuant to Section 2(c)(2) above, Licensee will compensate CP for its reasonable and customary charges to provide flagging or watchmen service. The fact that CP provides such service shall not relieve either party from liability under this License.

(d) Certain Work Close to Track Not Permitted; Lateral Support

- (i) Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property, nor will Licensee take, or allow any of its employees, agents or contractors to take, any action on the Property that would materially impair the lateral or sub-adjacent support of adjacent lands or railroad tracks.
- (ii) Unless otherwise agreed to in writing by CP, drilling and excavating equipment (and related equipment) shall not be located closer than 25 feet from the centerline of the nearest railroad track or any railroad track.
- (iii) In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, and the like in close proximity to tracks, embankments or other features providing lateral support or sub-adjacent support to land or tracks, then notwithstanding anything herein to the contrary, Licensee shall be responsible for designing and constructing, at no cost to CP, any measures required to prevent the collapse, erosion or impairment to said land or tracks.

(e) Storm Water – Licensee shall not, unless otherwise agreed to in writing by CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property, or create an impediment to the historic flow of storm water from the Property.

(f) Fences – If the parties agree that it is necessary for the safety of the railroad operations, employees and/or the public, for a fence to be erected during the Work, Licensee agrees to erect such fencing at its sole cost and expense. Following completion of the applicable Work, Licensee shall remove such fencing and fill and tamp any post holes with clean material.

11.0 Conduct

(a) Property Clean, Safe and Free From Nuisance – During any Work Licensee shall not permit the existence of any nuisance (as defined pursuant to Minnesota law) upon the Property, and shall at all times during the Work keep the Property in a clean, safe and sanitary condition free from any unreasonable accumulations of waste materials, debris or refuse.

(b) Release of Hazardous Substances – Licensee shall not cause or allow its employees, agents or contractors to cause, the release of any Hazardous Substances on or from the Property.

- (c) **Response Actions** – Licensee shall promptly take all necessary action in response to a release or potential release of Hazardous Substance at the Property, caused by Licensee or attributable to any act and/or omission of Licensee (or its employees, agents or contractors), that could:
 - (i) give rise to any claim under applicable environmental laws and/or regulations;
 - (ii) cause a public health or workplace hazard; or
 - (iii) create a nuisance (as defined pursuant to Minnesota law).
- (e) **Release or Suspected Release** – Licensee shall promptly notify CP of any actual or suspected release of any Hazardous Substances on or from the Property, regardless of the cause of the release.
- (f) **Notices, Summons, Citations, etc.** – Licensee shall promptly provide CP with copies of any all summons, citations, directives, information inquiries or requests, notices of potential responsibilities, notices of violations or deficiencies, orders or decrees, claims, causes of action, complaints, investigations, judgments, or other communications, written or oral, actual or threatened, received by Licensee that is applicable to the Property or Work, including but not limited to notices from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:
 - (i) any release of a Hazardous Substance on or from the Property;
 - (ii) the imposition of any lien on the Property; or
 - (iii) any alleged violation of or responsibility under any applicable environmental law.

12.0 Liability

- (a) **Damage to Tracks, Facilities, and Equipment** – If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work or Licensee's use or operation of the Utility Line, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after receipt of CP's invoice.
- (b) **Assumption of Risk** – Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that the Utility Line and any Work or appurtenances thereto on the Property may be disturbed, damaged, or destroyed by CP or third persons, and except where arising from the intentional malicious conduct of CP or its employees, agents, or invitees, Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.
- (c) **Indemnity** – As used in this License, “**Indemnified Parties**” means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Inc., Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Canadian Pacific Railway Company, Wyoming Dakota Railroad Properties, Inc., any company doing business as Canadian Pacific, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property or the Utility Line, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

To the maximum extent permitted by applicable law, Licensee shall release, indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to

(or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the presence of the Utility Line on the Property or any Work connected therewith, or any action or omission of Licensee while on or about the Property pursuant to this License, or the exercise by Licensee of the rights and permissions granted by this License.

13.0 Insurance –Licensee shall procure and maintain in effect the insurance coverages set forth in Appendix 2.

14.0 Miscellaneous Provisions

- (a) Amendment/Waiver** – This License cannot be amended, modified or revised unless done in writing and signed by CP and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this License or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Compliance with Law** – Both parties agree to comply with all applicable federal, state and local laws, orders, rules and regulations (“**Laws**”).
- (c) Assignment; Binding Effect** – This License may not be assigned by Licensee without first obtaining CP’s written consent. The terms and conditions contained in this License will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement** – This License and the appendix attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this License. Except as otherwise stated in this License, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this License and the transactions it contemplates.
- (e) Governing Law** – This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.
- (f) Interpretation** – Unless otherwise specified, the following rules of construction and interpretation apply:

 - (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
 - (ii) use of the term "including" will be interpreted to mean "including but not limited to";
 - (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
 - (iv) appendix are an integral part of this Agreement and are incorporated by reference into this Agreement;
 - (v) use of the terms "termination" or "expiration" are interchangeable;
 - (vi) reference to a default will take into consideration any applicable notice, grace and cure periods;
 - (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;
 - (viii) the singular use of words includes the plural where appropriate; and
 - (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the

Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

- (g) Survival.** Any provisions of this License relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this License that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (h) Singular and Plural –** As used in this License, the singular form of a word includes the plural form of that word, and vice versa, and this License shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.
- (i) Duplicate Copies and Counterparts –** This License may be executed in counterparts, which together shall constitute one and the same. The parties may execute more than one copy of this License, each of which shall constitute an original.

THE PARTIES HERETO have executed this License as evidence of their agreement to the terms contained herein.

City of Cottage Grove, MN

SOO LINE RAILROAD COMPANY *doing business as* **Canadian Pacific**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX 1

1. RAILROAD CONTACTS:

A. Real Estate: Processing of License, fees

Address	Contact Info
Canadian Pacific Real Estate US – Utility Permits Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Phone: (612) 904-6143
	Fax: (612) 904-6147
	Email: Real_Estate_US@cpr.ca

B. Risk Management: Submittal of Insurance Coverage Renewals.

Address
Canadian Pacific Risk Management Department 7550 Ogdendale Road Calgary, Alberta T2C 4X9

C. Engineering: Application, Review of Technical Specifications

Address	Contact Info
Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Name: Greda Lynn
	Title: Grade Crossing Coordinator
	Phone: (612) 258-6619
	Fax:
	Email: greda.lynn@cpkcr.com

D. Scheduling of Flagging:

The following must be contact **no less than 15 Business Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Greda Lynn – Grade Crossing Coordinator, contact: (612) 258-6619 and email greda.lynn@cpkcr.com.

E. Utility Locates

CP: **CP Call-Before-You-Dig** 1-866-291-0741: Must be called **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Local: The Licensee must also contact the local **Call-Before-You-Dig** service
The national number for utility locating is **8-1-1**.

In Minnesota, the utility locating service is called Gopher State One Call at 651-454-0002 and, in addition to dialing 8-1-1, can be reached at
<http://www.gopherstateonecall.org/>

CP does not guarantee the accuracy of the foregoing information. The License is ultimately responsible for contacting and complying with local utility locating requirements and determining the proper contacts or manner of doing so.

2. LICENSEE CONTACTS:

A. Licensee Information

Licensee:	City of Cottage Grove, MN		
Type of Entity:	Municipality	State of Formation:	Minnesota
Mailing Address:	8635 West Point Douglas Road S Cottage Grove, Minnesota 55016		
Delivery Address: (if different)	Same		
Billing Address (if different)			
Telephone No.	651-458-2899	Web Site:	

B. Licensee Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD SEND DOCUMENTS AND OTHER CORRESPONDENCE.

Name:	Ryan Burfeind	Address.
Company:	Same	Write "Same" if same as above
Title:	Director of Public Works	Same
Office Number:	Same	
Fax Number		
Mobile Number:		
Email:	dheider@mi-tech.us	

C Construction Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD INTERACT IN CONNECTION WITH ANY WORK WITH THE UTILITY LINE

Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		

Email:		
---------------	--	--

D. Additional Contact

Optional information if needed.

Contact for:		
Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		
Email:		

E. Emergency Contact:

In the event that there is an emergency affecting the Utility Line, is there an additional contact that CP could attempt to reach?

Name:	
Office Number:	
Mobile Number:	
Email:	

APPENDIX 2

Insurance Requirements

1. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) Canadian Pacific Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement. In the event any contractors access the Property, each contractor shall independently maintain Automobile Liability insurance covering bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000) per accident covering the ownership, use, and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with this Agreement.

During any period in that Work is to be performed on the Property and/or Utility Line, Licensee or its contractor performing the Work, shall obtain the following additional insurance:

- (a) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

- (b) **Railroad Protective Liability** insurance, in the name of CP, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate.
- (c) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage prior to entering the Property or commencing any Work and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

APPENDIX 3

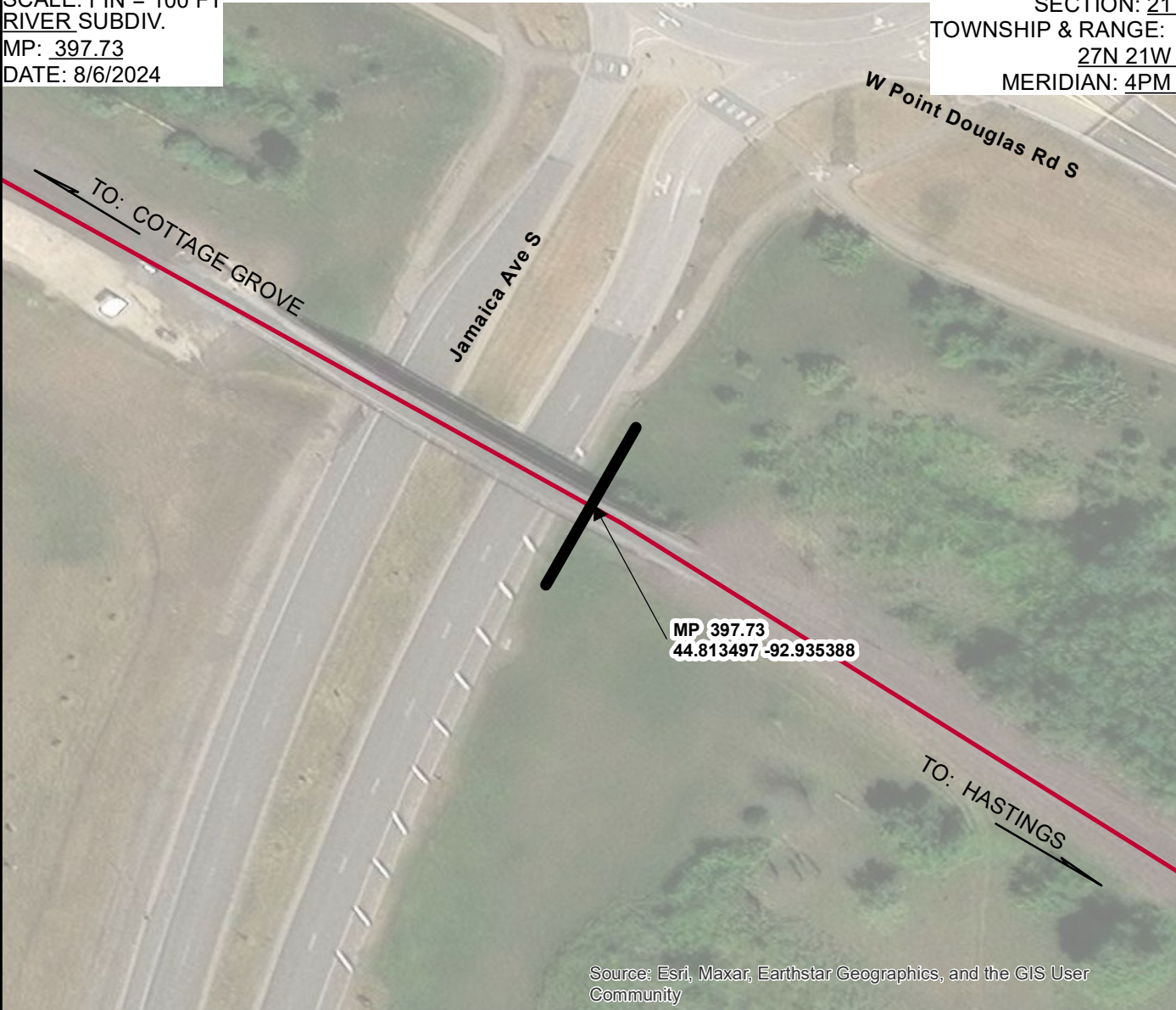
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
CANADIAN PACIFIC RAILWAY
AND



CITY OF COTTAGE GROVE, MN

SCALE: 1 IN = 100 FT
RIVER SUBDIV.
MP: 397.73
DATE: 8/6/2024

SECTION: 21
TOWNSHIP & RANGE:
27N 21W
MERIDIAN: 4PM



NOTE:
1-4" HDPE SDR-11 CONDUIT W/
2-1.25" HDPE SDR-11 INNERDUCTS W/
1-48 CT FIBER OPTIC CABLE
1 OCCUPIED W/
0 VACANT

DESCRIPTION OF WIRES UNDER TRACK
WIRES LOCATED AS SHOWN BOLD

	TYPE	<u>FIBER OPTIC</u>	SIZE OF CONDUIT	<u>4"</u>
NUMBER OF CONDUITS		<u>1</u>	CONDUIT MATERIAL	<u>HDPE SDR-11</u>
VOLTAGE		<u>-</u>	WALL THICKNESS	<u>0.409"</u>
			LENGTH ON R/W	<u>105'</u>
			BASE OF RAIL TO TOP OF CONDUIT	<u>12'</u>

NOTE: CONDUIT TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

COTTAGE GROVE
COUNTY OF WASHINGTON

STATE OF MN

LVA



City Council Action Request

7.0.

Meeting Date	9/4/2024		
Department	Public Works		
Agenda Category	Action Item		
Title	Order for 2025 Vac Truck		
Staff Recommendation	Authorize staff to order a vac truck for an amount not to exceed \$700,000.		
Budget Implication	The equipment ordered will not be received or invoiced until 2025. The total cost of the vac truck will not exceed the budgeted amount of \$700,000. The cost will be split between the Stormwater and Sewer budgets in 2025. Additionally, staff will be submitting a grant request to the South Washington Watershed District for the stormwater portion of \$350,000.		
Attachments	<table border="1"><tr><td>1.</td><td>Approval to purchase Vac Truck</td></tr></table>	1.	Approval to purchase Vac Truck
1.	Approval to purchase Vac Truck		



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

From: Ryan Burfeind, Public Works Director
Adam Moshier, Fleet and Facilities Manager

Date: 8/29/2024

Re: Approval to Place the Order for 2025 Vac Truck

Background

Staff is requesting approval to order the vac truck for an amount not to exceed \$700,000 which is currently in the proposed 2025 Sewer and Stormwater budgets.

The current state contract expires on September 30, 2024, and lead times are running long. If the purchase is approved, the City would not receive this truck until 2025 and would not be invoiced until 2025.

The City will also save money by securing a price on the state contract now compared to waiting for the new contract in 2025.

Discussion

The following piece of equipment would be ordered this year.

Vac Truck - \$700,000

Budget

The equipment ordered would not be received or invoiced until 2025. Total cost for the vac truck will not exceed the budgeted amount of \$700,000. The cost will be split between the Stormwater and Sewer budgets in 2025. Additionally, staff will be submitting a grant request to the South Washington Watershed District for the stormwater portion of \$350,000.

Recommendation

It is recommended the City Council authorize staff to place the order for the vac truck for an amount not to exceed \$700,000.



City Council Action Request

7.P.

Meeting Date 9/4/2024

Department Engineering

Agenda Category Action Item

Title Ravine Parkway Bridge Sealing – Quote Award

Staff Recommendation 1. Adopt resolution 2024-124 approving the PCiRoads, LLC Proposal for the MMA Flood Sealing of Ravine Parkway Bridge project in the not-to-exceed amount of \$18,313.20. 2. Authorize the appropriate officials to sign all necessary documents to effectuate this project.

Budget Implication \$18,313.20 from Road Maintenance Funds

Attachments

1.	Memo - Ravine Pkwy Flood Seal Quote Award
2.	Resolution Ravine Pkwy Bridge Flood Seal
3.	Agreement for Contractor Services Flood Seal ATTACHMENT A



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

From: Joe Fox, PE, Project Engineer

Date: August 27, 2024

Subject: Ravine Parkway Bridge – Bridge Deck Flood Sealant – Quote Award

Discussion

The bridge just south of Cottage Grove City Hall requires routine application of sealant to the bridge deck every five to six years. The last time sealant was applied to the deck was in 2018; maintenance is needed again this fall. The sealant seeps into cracks and prevents water and road salt from damaging the bridge. Without sealant, water and salt cause issues such as: 1) leaching calcium and weakening concrete; 2) widening cracks and causing deterioration due to freeze/thaw; 3) rusting the steel reinforcement within concrete.

The sealant is known as MMA Flood Seal. The contractor will apply the sealant and cover it with a permanent coating of sand. The bridge will be closed for approximately 4 hours while the sealant is applied and allowed to cure. Traffic control signage will be installed to alert drivers to the bridge closure. Public safety will be given ample warning ahead of the closure.

The city requested quotes from two contractors but only received one proposal to apply the sealant to the Ravine Parkway bridge.

Recommendations

1. Adopt Resolution 2024-124 approving the PCiRoads, LLC Proposal for the MMA Flood Sealing of Ravine Parkway Bridge project in the amount of \$18,313.20.
2. Authorize the appropriate officials to sign all necessary documents to effectuate this project.

Attachment:

- A. Agreement for Contractor Services – including PCiRoads, LLC Proposal

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-124

**RESOLUTION AWARDING THE FLOOD SEALING OF THE RAVINE PARKWAY
BRIDGE TO PCIROADS, LLC IN THE AMOUNT OF \$18,313.20**

WHEREAS, quotes were requested to provide the necessary work for the flood sealing of the Ravine Parkway bridge; and

WHEREAS, one firm submitted a quote; and

WHEREAS, PCiRoads, LLC provided the only accepted quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to PCiRoads, LLC in the amount of \$18,313.20.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Flood Sealing of Ravine Parkway Bridge Project be awarded to PCiRoads, LLC in the amount of \$18,313.20.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Ravine Parkway Bridge Flood Seal

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 PCiRoads, LLC, 14123 42nd Street NE, St. Michael, MN 55376 (“Contractor”).

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:

- i. A proposal dated August 15, 2024, incorporated herein as Exhibit A;

(Hereinafter “Exhibits.”) Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
 - c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor Eighteen Thousand, Three Hundred Thirteen Dollars and Twenty Cents (\$18,313.20), and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
5. TERMINATION AND REMEDIES.
 - a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

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

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

d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

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

to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

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

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

12. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

Or e-mailed: joefox@cottagegrovemn.gov

If to Contractor: PCiRoads, LLC
14123 42nd Street NE
St. Michael, MN 55376
Attention: Dave Downing

Or emailed: [ddowning@pciroads.com](mailto:d Downing@pciroads.com)

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

17. RESPONSIBLE CONTRACTOR.

a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.

b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify

compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

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

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

By: _____

Myron A. Bailey, Mayor

By: _____

Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Its: _____

Exhibit A



PCiRoads. LLC

14123 42nd Street NE

Phone: 763.497.6100 / Fax: 763.497.6101

St. Michael, MN 55376-9564

PROPOSAL

PROJECT: Ravine Bridge MMA Flood Seal
LOCATION: City of Cottage Grove Ravine Pkwy
DATE: 8-15-24

CONTACT: David D. Downing
PHONE: 763-497-6212 / **FAX:** 763-497-6200
CELL: 612-968-9203
E-MAIL: ddowning@pciroads.com

LINE	DESCRIPTION	QTY	U / M	PRICE	EXTENSION
	MMA Flood Seal	6,160.00	SF	\$2.77	\$17,063.20
	Traffic Control	1.00	LS	\$1,250.00	\$1,250.00
				Total	\$18,313.20

EXCLUSIONS:

BOND (IF NEEDED ADD 1% TO QUOTE)
NO RETAINAGE
COLD WEATHER PROTECTION
PROJECT STORM WATER POLLUTION PREVENTION / SWPP
RAILROAD INSURANCE



City Council Action Request

7.Q.

Meeting Date	9/4/2024						
Department	Engineering						
Agenda Category	Action Item						
Title	Jamaica Ave Trunk Storm Realignment – Approve Plans and Specs, Authorize Bidding						
Staff Recommendation	Adopt Resolution 2024-126 approving the plans and specifications and authorizing bidding for the Jamaica Avenue Trunk Storm Sewer Realignment Project.						
Budget Implication	\$480,000 - Stormwater Area Fund						
Attachments	<table><tr><td>1.</td><td>Memo - Jamaica Storm Sewer Extension - JL Edits</td></tr><tr><td>2.</td><td>Resolution - Jamaica Storm Sewer Extension JL- Edits</td></tr><tr><td>3.</td><td>2024-08-22 Draft Plan Set</td></tr></table>	1.	Memo - Jamaica Storm Sewer Extension - JL Edits	2.	Resolution - Jamaica Storm Sewer Extension JL- Edits	3.	2024-08-22 Draft Plan Set
1.	Memo - Jamaica Storm Sewer Extension - JL Edits						
2.	Resolution - Jamaica Storm Sewer Extension JL- Edits						
3.	2024-08-22 Draft Plan Set						

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

From: Genevieve Tester, EIT, Graduate Engineer

Date: August 28, 2024

Re: Jamaica Avenue Trunk Storm Sewer Realignment Project – Approve Plans and Specifications and Authorize Bidding

Background

As parcels develop in the City of Cottage Grove, existing City infrastructure is reviewed on how to best serve adjacent properties. A parcel located at southeast corner of Jamaica Avenue and 95th Street is currently owned by WAG Farms, set to develop by Kwik Trip in the spring of 2025. There currently exists a 54-inch public trunk storm sewer along the western property line which discharges stormwater into the property about halfway down the parcel as shown below in Figure 1. This storm sewer drains stormwater mostly from public roadways along Jamaica Avenue both north and south of Highway 61, as well as some stormwater runoff from adjacent industrial parcels. This storm sewer currently discharges into a larger flowage easement and then to the larger regional stormwater complex known as L-P3. The stormwater discharge poses a challenge from a development-standpoint, because it is discharged into a developable section of the property.

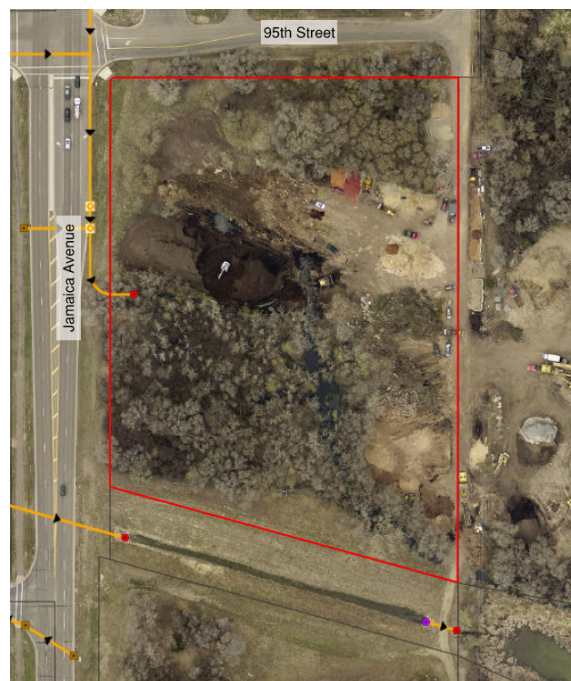


Figure 1

As part of the proposed Kwik Trip development, improvements are required along Jamaica Avenue and 95th Street, including the rerouting of the storm sewer pipe. In the interest of expediting Kwik Trip's ability to better understand the existing conditions of the property and the developability of the parcel, the City is pursuing the storm sewer rerouting this fall in advance of finalizing the sale of the property in the spring of 2025. The proposed project includes installing approximately 330 feet of 54-inch reinforced concrete pipe, four storm sewer structures, and one flared end section to reroute the storm sewer along Jamaica Avenue to the storm water flume, south of this parcel, on City property.

Discussion

Plans and Specifications

Plans and specifications have been prepared in accordance with City standards and are attached for Council approval. The engineer's estimate for construction of the project is \$400,000. The total project cost is \$480,000 and is proposed to be funded through the Stormwater Area Fund. Construction will take place within City Right-of-Way, with appropriate removal and restoration within the WAG Farms property. The storm sewer extension is planned for fall of this year (2024).

Bidding

City staff recommends that Council authorize bidding of the project. The bid date will be set by City staff. Council authorization of a specific bid date is not required by state statute.

Recommendation

It is recommended the City Council adopt Resolution 2024-126 approving the plans and specifications and authorizing bidding for the Jamaica Avenue Trunk Storm Sewer Realignment Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-126

**RESOLUTION APPROVING THE PLANS AND
SPECIFICATIONS AND AUTHORIZE BIDDING FOR THE
JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT PROJECT**

WHEREAS, plans and specifications have been prepared in accordance with the City Standards and Specifications for the Jamaica Avenue Trunk Storm Sewer Realignment Project; and

WHEREAS, a bid date will be set by City staff; and

WHEREAS, the City Engineer has presented such plans and specifications to the City Council for approval.

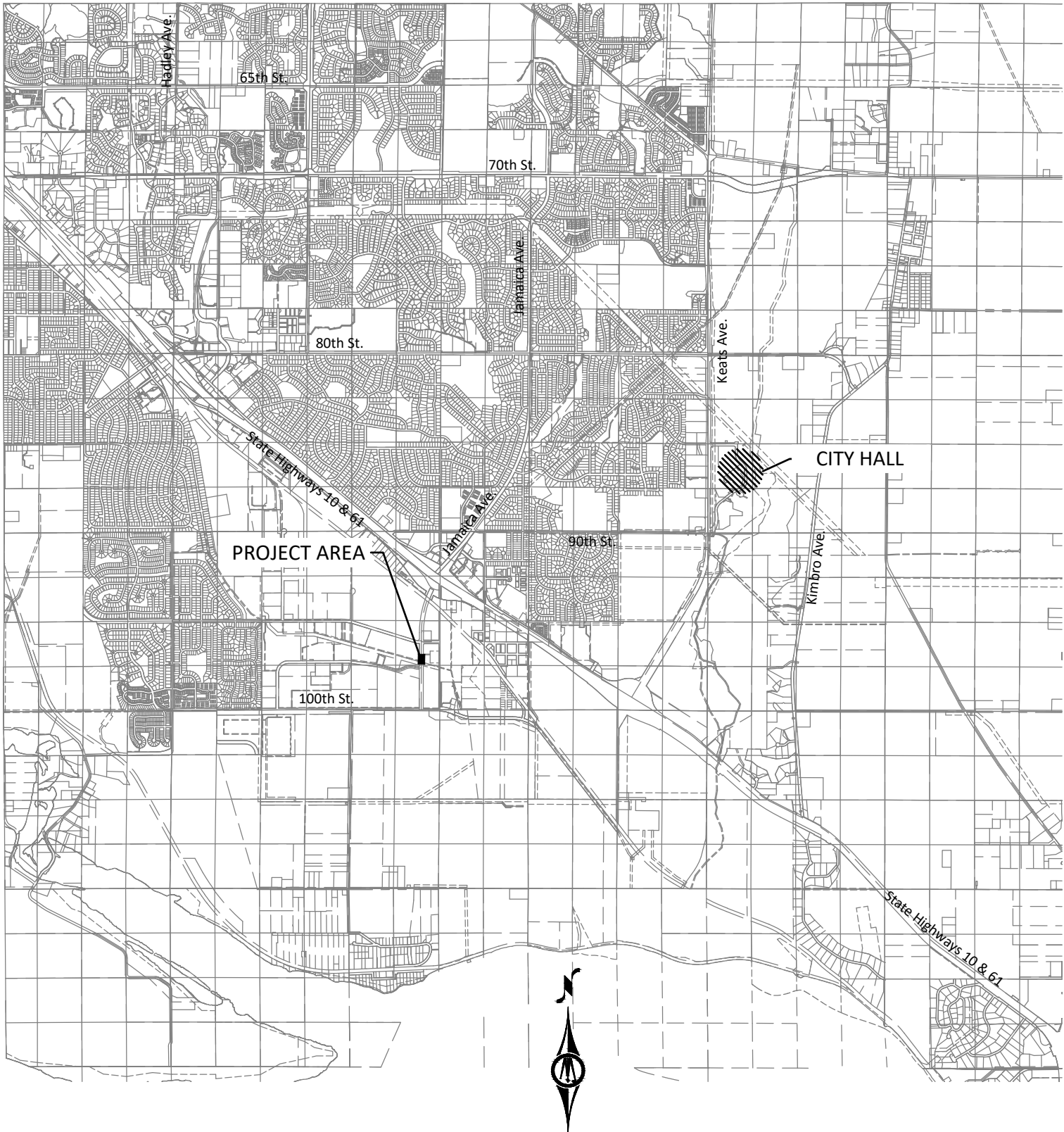
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and authorizes bidding, for the Jamaica Avenue Trunk Storm Sewer Realignment Project.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



- PROJECT CONTROL NOTES:
1. ALL COORDINATES ARE WASHINGTON COUNTY COORDINATE SYSTEM
 2. HORIZONTAL COORDINATES ARE BASED ON GEODETIC POSITION NAD83, 1986 ADJUSTMENT
 3. VERTICAL ELEVATIONS ARE BASED ON MNDOT NAVD 88

- SPECIFICATIONS:
1. ALL WORK SHALL CONFORM TO THE CITY OF COTTAGE GROVE'S STANDARD SPECIFICATIONS FOR UTILITY AND STREET CONSTRUCTION, CURRENT EDITION.

MAP OF THE
CITY OF COTTAGE GROVE
WASHINGTON COUNTY, MN

MICHAEL R. WARNER
LIC. NO. 44693 DATE 12/29/2023



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
MRW			12/29/2023
DRAWN	TCJ		
CHECKED	MBJ		
CLIENT PROJ. NO.	132211		

CITY OF COTTAGE GROVE	SHEET
JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT	G0.01
TITLE SHEET	



JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT

SHEET INDEX

SHEET NO.	DESCRIPTION
G0.01	TITLE SHEET
G0.02	LEGEND
G2.01	LOCATION PLAN
C0.01	REMOVAL PLAN
C1.01 - C1.02	CITY STANDARD DETAILS
C2.01	EROSION CONTROL PLAN
C5.01	STORM SEWER IMPROVEMENTS
C7.01	TRAFFIC CONTROL PLAN

THIS SET OF PLANS CONTAINS 9 SHEETS

MYRON BAILEY	MAYOR
DAVID THIEDE	COUNCIL MEMBER
MONIQUE GARZA	COUNCIL MEMBER
JUSTIN OLSEN	COUNCIL MEMBER
TONY KHAMBATA	COUNCIL MEMBER
JENNIFER LEVITT	CITY ADMINISTRATOR
AMANDA MEYER	CITY ENGINEER
RYAN BURFEIND	DIRECTOR OF PUBLIC WORKS
KORINE LAND	ATTORNEY

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN NON TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGN TRAFFIC
	BARRICADE PERMANENT		SIGNAL CONTROL CABINET
	BASKETBALL POST		SOIL BORING
	BENCH		SIREN
	BIRD FEEDER		TELEPHONE BOOTH
	BOLLARD		TILE INLET
	BUSH		TILE OUTLET
	CATCH BASIN RECTANGULAR CASTING		TILE RISER
	CATCH BASIN CIRCULAR CASTING		TRANSFORMER-ELECTRIC
	CURB STOP		TREE-CONIFEROUS
	CLEAN OUT		TREE-DEAD
	CULVERT END		TREE-DECIDUOUS
	DRINKING FOUNTAIN		TREE STUMP
	DOWN SPOUT		TRAFFIC ARM BARRIER
	FILL PIPE		TRAFFIC SIGNAL
	FIRE HYDRANT		TRASH CAN
	FLAG POLE		UTILITY MARKER
	FLARED END / APRON		VALVE
	FUEL PUMP		VALVE POST INDICATOR
	GRILL		VALVE VAULT
	GUY WIRE ANCHOR		VAULT
	HANDHOLE		VENT PIPE
	HANDICAP SPACE		WATER SPIGOT
	IRRIGATION SPRINKLER HEAD		WELL
	IRRIGATION VALVE BOX		WETLAND DELINEATED MARKER
	LIFT STATION CONTROL PANEL		WETLAND
	LIFT STATION		WET WELL
	LIGHT ON POLE		YARD HYDRANT

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

- BENCHMARK LOCATION
- CAST IRON MONUMENT
- CONTROL POINT
- STONE MONUMENT
- MONUMENT FOUND

Diagram illustrating the vertical arrangement of landscape features:

- RETAINING WALL
- FENCE
- FENCE-DECORATIVE
- GUARD RAIL
- TREE LINE
- BUSH LINE

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

EXISTING CONTOUR MINOR
 EXISTING CONTOUR MAJOR
 PROPOSED CONTOUR MINOR
 PROPOSED CONTOUR MAJOR
 PROPOSED GRADING LIMITS / SLOPE LIMITS
 PROJECT LIMITS
 PROPOSED SPOT ELEVATION
 RISE:RUN (SLOPE)

x 953.53 x STA+67.19
 980.87

1:4

Diagram illustrating the cross-section of a road structure, showing four layers:

- BITUMINOUS
- GRAVEL
- CONCRETE
- (Bottom layer, unlabeled)

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

_____ F _____ F _____ F _____ F _____	UNDERGROUND FIBER OPTIC
_____ E _____ E _____ E _____ E _____	UNDERGROUND ELECTRIC
_____ G _____ G _____ G _____ G _____	UNDERGROUND GAS
_____ C _____ C _____ C _____ C _____	UNDERGROUND COMMUNICATION
_____ OE _____ OE _____ OE _____ OE _____	OVERHEAD ELECTRIC
_____ OC _____ OC _____ OC _____ OC _____	OVERHEAD COMMUNICATION
_____ OU _____ OU _____ OU _____ OU _____	OVERHEAD UTILITY

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: ——— G-A ——— G-A ——— UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN C/ASCE 38-02.

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

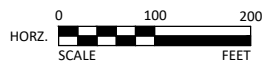
QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

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

MICHAEL R. WARNER
LIC. NO. 44693 DATE 12/29/2023



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

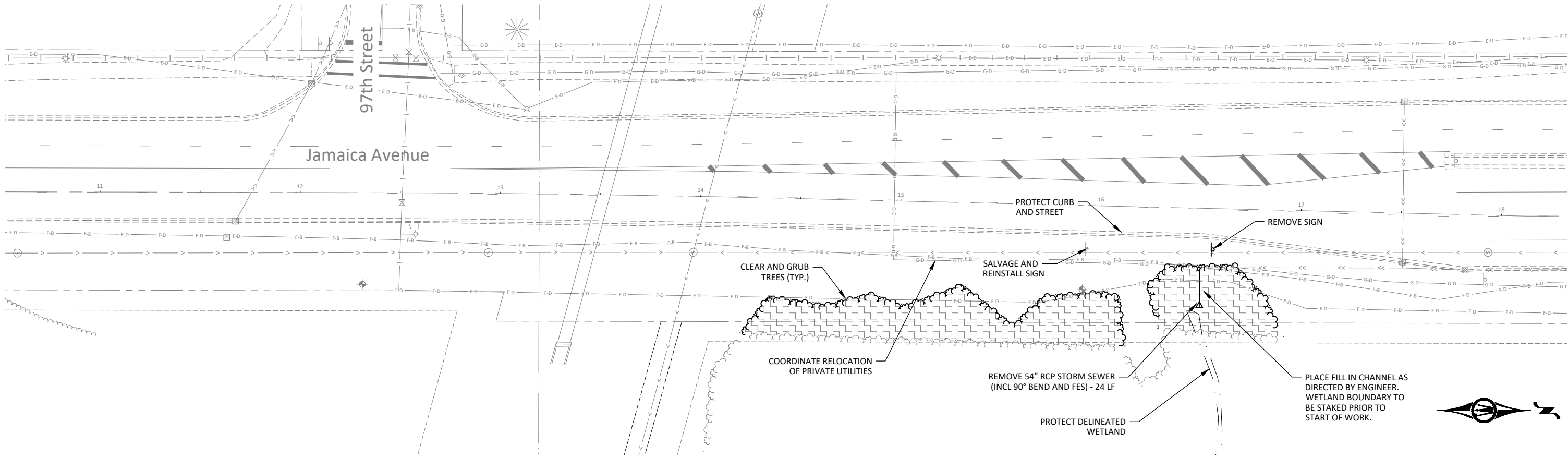


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MRW			12/29/2023
DRAWN			
TCJ			
CHECKED			
MJB			
CLIENT PROJ. NO.			
132211			

POND L-P3
FUTURE NWL = 762.0
FUTURE HWL = 773.0

CITY OF COTTAGE GROVE
JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT
LOCATION PLAN

SHEET
G2.01



- NOTES:
1. ADDITIONAL REMOVALS AND SAW CUTTING AS A RESULT OF THE CONTRACTOR'S FAILURE TO PROTECT SURFACES SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
 2. CONTRACTOR SHALL PROTECT ALL ITEMS NOT DESIGNATED FOR REMOVAL. DAMAGED ITEMS SHALL BE REPLACED UNLESS REPAIRS ARE APPROVED BY THE ENGINEER.
 3. ALL CONSTRUCTION RELATED TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING ANY REMOVALS.

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

MICHAEL R. WARNER
LIC. NO. 44693 DATE 12/29/2023



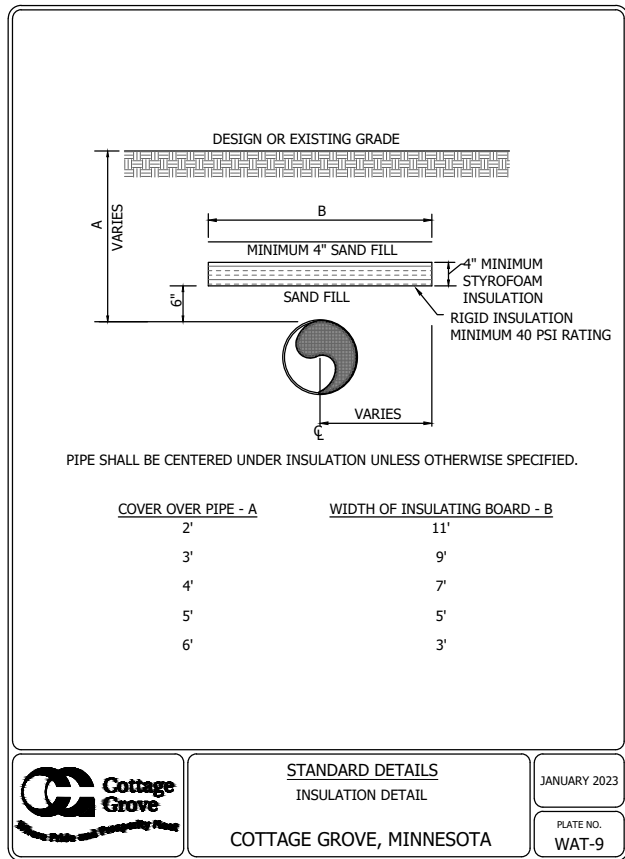
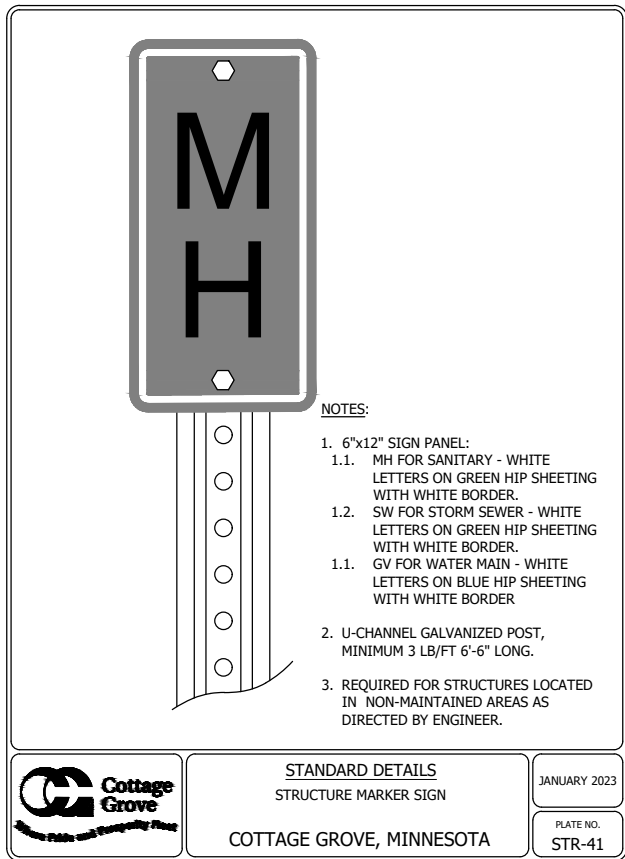
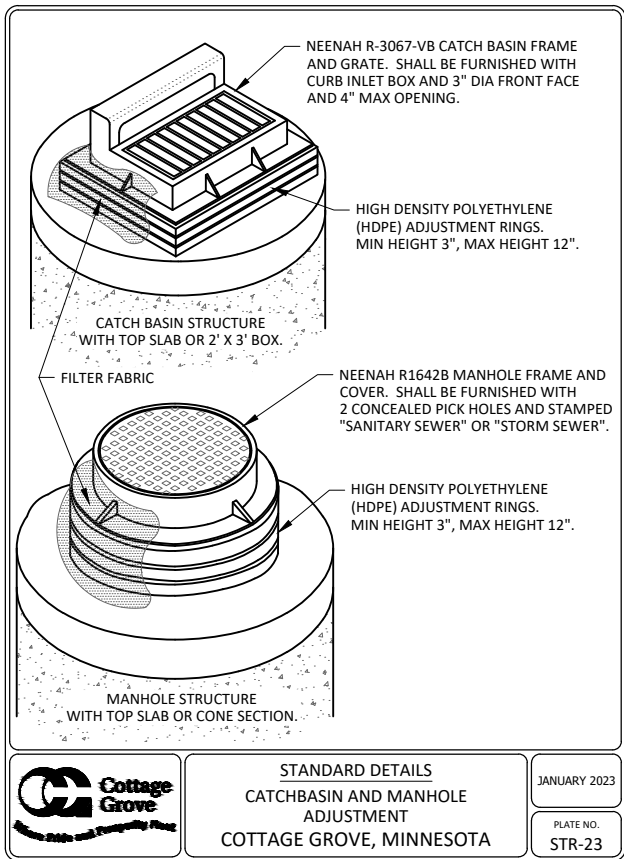
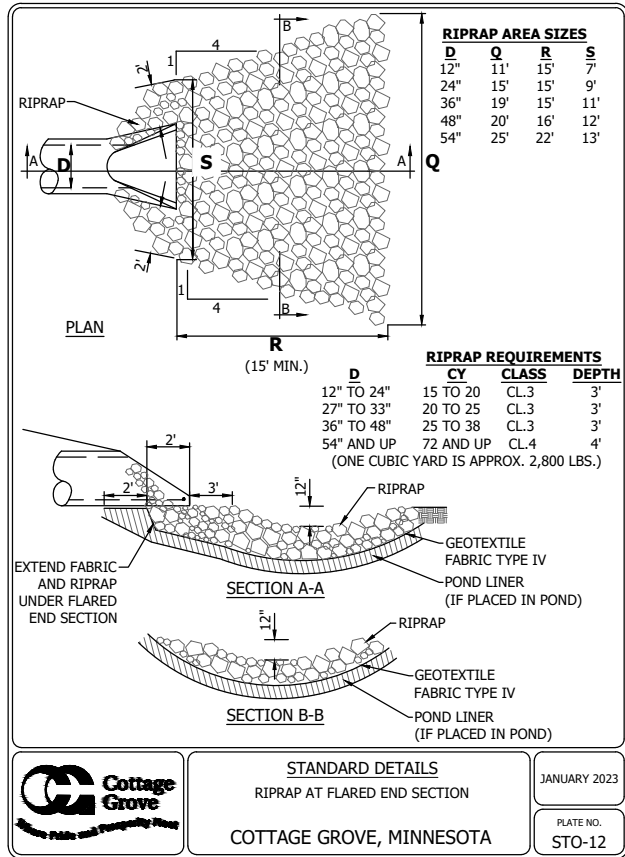
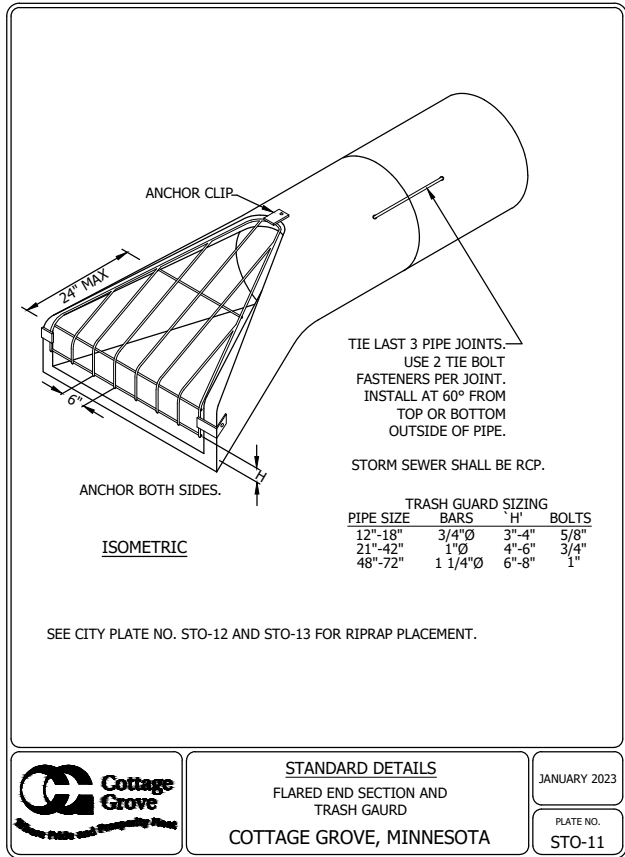
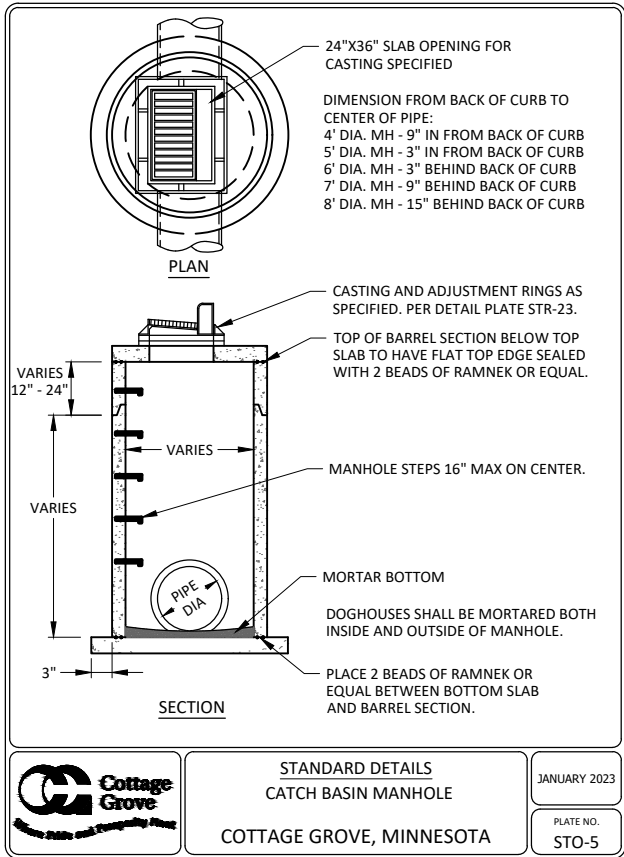
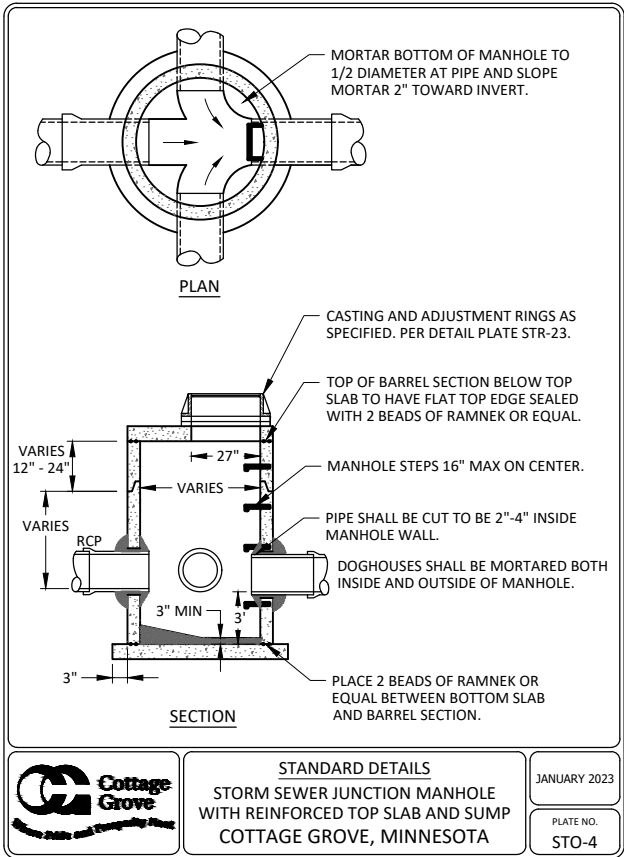
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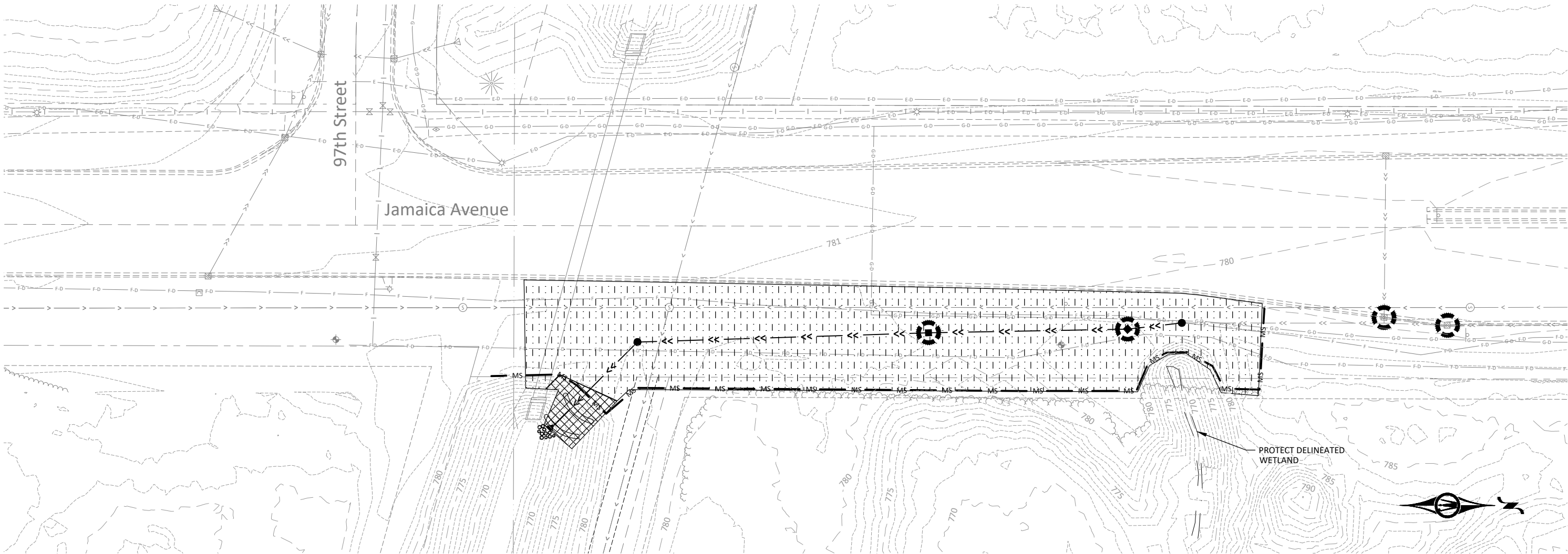


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CHECKED	MJB		
CLIENT PROJ. NO.	132211		

CITY OF COTTAGE GROVE
JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT
REMOVAL PLAN

SHEET
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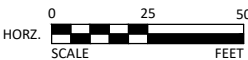


EROSION CONTROL LEGEND

- MS MACHINE SLICED SILT FENCE
- RIP RAP
- INLET PROTECTION
- DITCH CHECK - BIOLOG
- HYDRAULIC MULCH MATRIX, SEED MIX 25-151
- ROLLED EROSION PREVENTION, CAT 20, SEED MIX 25-151

NOTES:

- ALL CATCH BASIN, INLETS AND FLARED ENDS (BOTH EXISTING AND PROPOSED) SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO DISTURBANCE AND REMOVED AFTER RESTORATION HAS BEEN ESTABLISHED.
- APPLY HYDROMULCH FOR ANY TEMPORARY RESTORATION AS NEEDED.
- QUANTITY FOR INLET PROTECTION IS BASED ON INLET PROTECTION NEEDED FOR EACH STRUCTURE DURING THE COURSE OF THE PROJECT.
- THE BMPs SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES, THE CONTRACTOR SHALL ANTICIPATE THAT ADDITIONAL BMPs MAY BE REQUIRED AS SITE CONDITIONS CHANGE AND SHALL PROVIDE THOSE BMPs TO MEET ANY APPLICABLE REQUIREMENTS.
- ALL EROSION CONTROL PRACTICES INSTALLED SHALL BE MAINTAINED, REPAIRED AND/OR CLEANED BY THE CONTRACTOR THROUGHOUT THE PROJECT.
- ALL DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL BORROW, SEED (25-151), FERTILIZER AND HYDRAULIC MATRIX TYPE MULCH.
- UPON REACHING 70% + ESTABLISHMENT, SILT FENCE SHOULD BE REMOVED IN ITS ENTIRETY, AND AREA SHALL BE RESTORED WITH TOPSOIL AND SEED.



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

MICHAEL R. WARNER
LIC. NO. 44693 DATE 12/29/2023



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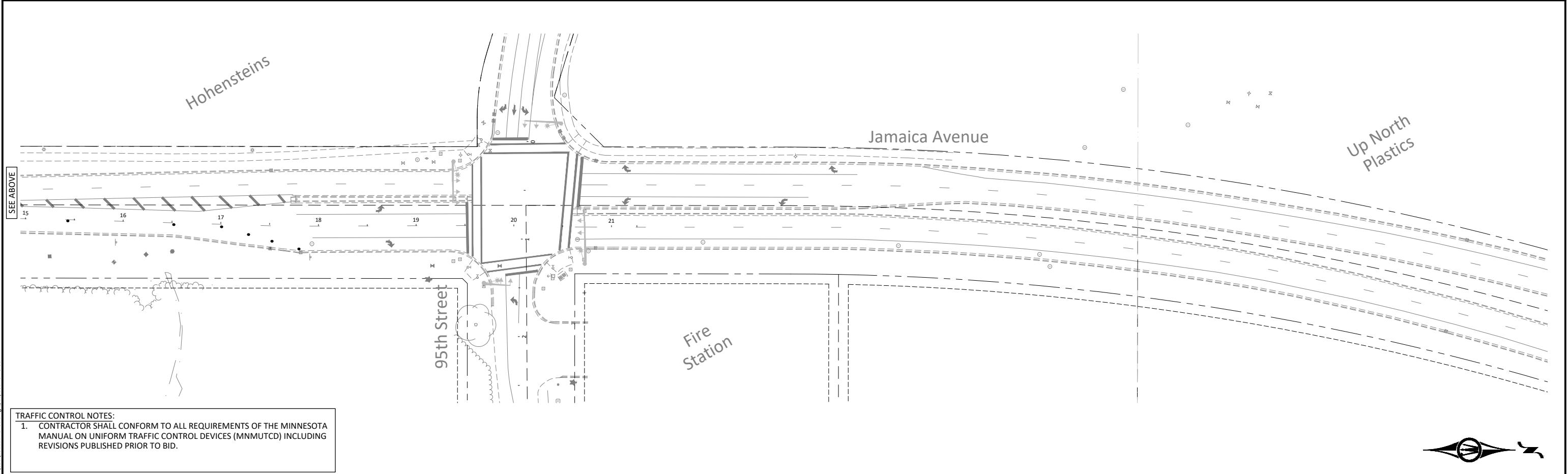
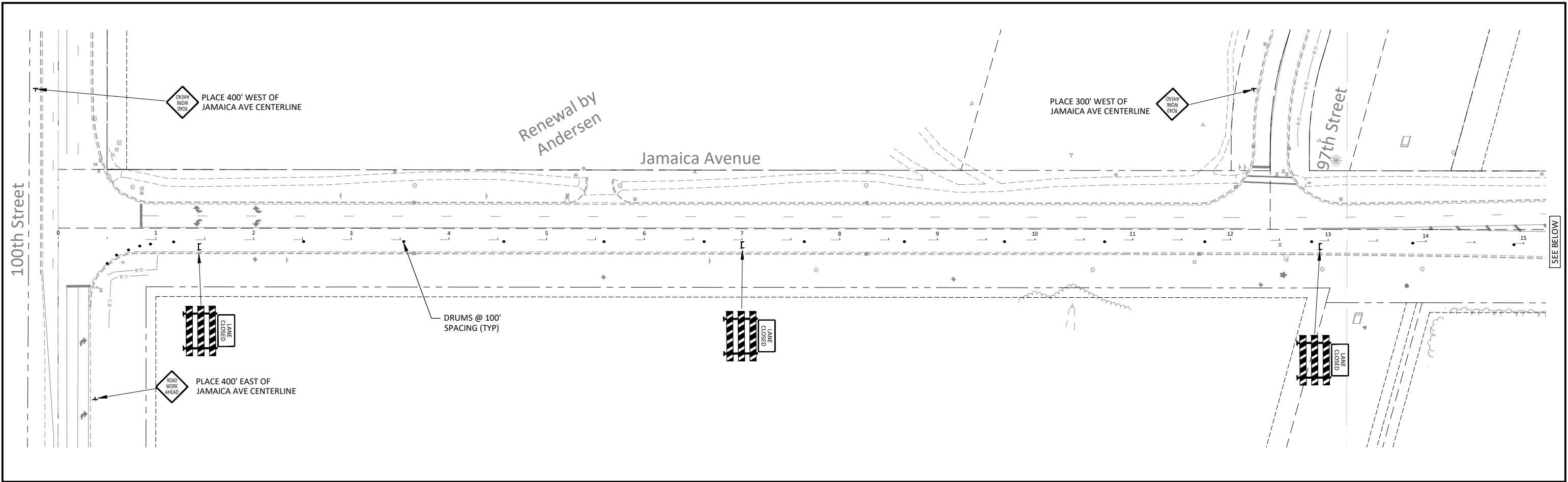
CITY OF COTTAGE GROVE

JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT

EROSION CONTROL PLAN

SHEET

C2.01



TRAFFIC CONTROL NOTES:
1. CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MNMUTCD) INCLUDING REVISIONS PUBLISHED PRIOR TO BID.



City Council Action Request

7.R.

Meeting Date 9/4/2024

Department Engineering

Agenda Category Action Item

Title 2025 PM – Jetting/Televising Quote Award

Staff Recommendation Adopt Resolution 2024-125 awarding the 2025 Pavement Management – Televising and Cleaning Project to the accepted quote supplied by American Environmental in the amount of \$43,612.25 and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Budget Implication \$43,612.25 from 2025 Pavement Management Funds

Attachments

1.	2024-09-04 Televising Quote Award Memo
2.	2024-09-04 Televising Quote Award Resolution
3.	2024 Televising and Cleaning Quote Tab
4.	Service Agreement



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

From: Genevieve Tester, EIT, Graduate Engineer

Date: August 28, 2024

Re: 2025 Pavement Management – Televising and Cleaning Project Quote Award

Background

On August 21, 2024, the City Council authorized a feasibility report for the 2025 Pavement Management Project. As part of the design and determination of the project scope, the existing sanitary and storm sewer systems must be cleaned and televised to determine their condition. The televising videos produced from this project will be reviewed by staff to plan maintenance that will take place during road construction. This televising typically occurs in the fall prior to the year of the project. As such, quotes for the televising and cleaning of the 2025 Pavement Management project area were received.

Discussion

The area planned for pavement management in 2025 includes approximately 9,445 feet of storm sewer and 14,127 feet of sanitary sewer. The City of Cottage Grove received four televising and cleaning quotes. A complete breakdown of the quotes received is included in the attached quote tab.

<u>Contractor</u>	<u>Quoted Amount</u>
American Environmental	\$43,612.25
Hydro-Vac, Inc.	\$52,434.82
Hydro-Klean, LLC	\$56,101.36
Pipe Services	\$64,849.73

The low quote for the project was provided by American Environmental in the amount of \$43,612.25.

Recommendation

It is recommended the City Council adopt Resolution 2024-125 awarding the 2025 Pavement Management – Televising and Cleaning Project to the accepted quote supplied by American Environmental in the amount of \$43,612.25 and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-125

**RESOLUTION AWARDING THE 2025 PAVEMENT MANAGEMENT –
TELEVISIONING AND CLEANING PROJECT TO
AMERICAN ENVIRONMENTAL IN THE AMOUNT OF \$43,612.25.**

WHEREAS, quotes were requested to provide the necessary work for the 2025 Pavement Management – Televisioning and Cleaning Project; and

WHEREAS, four firms submitted quotes; and

WHEREAS, it appears that American Environmental provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be awarded to American Environmental in the amount of \$43,612.25.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Pavement Management – Televisioning and Cleaning Project quote be awarded to American Environmental in the amount of \$43,612.25 and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Project Name: 2024 Cleaning & Televising of Sanitary & Storm Sewer Systems

Quote Opening: Wednesday, August 28, 2024, at 9 AM

				Quote No. 1		Quote No. 2		Quote No. 3		Quote No. 4	
QUOTE TABULATION				American Environmental		Hydro-Vac, Inc.		Hydro-Klean, LLC		Pipe Services	
Item Number	Item	Units	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE QUOTE											
1	Sanitary Sewer Cleaning & Televising	LF	14,127	\$ 1.75	\$ 24,722.25	\$ 1.96	\$ 27,688.92	\$ 2.38	\$ 33,622.26	\$ 2.09	\$ 29,525.43
2	Storm Sewer Cleaning & Televising	LF	9,445	\$ 2.00	\$ 18,890.00	\$ 2.62	\$ 24,745.90	\$ 2.38	\$ 22,479.10	\$ 3.74	\$ 35,324.30
TOTAL BASE QUOTE					\$ 43,612.25		\$ 52,434.82		\$ 56,101.36		\$ 64,849.73
Contractor Name and Address:				American Environmental		Hydro-Vac, Inc.		Hydro-Klean, LLC		Pipe Services	
				3086 Walden Drive Chaska, MN 55318		11075 225th Street East Lakeville, MN 55044		333 NW 49th Place Des Moines, IA 50313		16281 Baseline Avenue Shakopee, MN 55379	

AGREEMENT FOR SERVICES
2024 Televising and Cleaning

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 20____, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and American Environmental, 3086 Walden Drive, Chaska, Minnesota 55318 ("Contractor").

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

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

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

1. SERVICES.

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

- i. A proposal dated August 14, 2024, incorporated herein as Exhibit A;

(Hereinafter "Exhibits.") Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

- - b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
 - c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor \$43,612.25 and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

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

4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

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

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

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

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

information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

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

12. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

Or emailed: gtester@cottagegrovemn.gov

If to Contractor: American Environmental
3068 Walden Drive
Chaska, MN 55318
Attention: Tony Traxler

Or emailed: midwesttony81@aol.com

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

17. RESPONSIBLE CONTRACTOR.

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

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

18. GENERAL PROVISIONS.

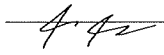
- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further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

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

CONTRACTOR

Signature: 

Date: 8/28/2024

Name: Tony Traxler

Its: Owner

EXHIBIT A

2024 Cleaning & Televising of Sanitary & Storm Sewer Systems

Cottage Grove 2025 Pavement Management Area – Hidden Valley

Approximate Lengths:

Sanitary Sewer – 14,127 LF

Storm Sewer – 9,445 LF

The undersigned, being familiar with local conditions, having made the field inspection and investigation deemed necessary, and being familiar with all factors and other conditions affecting the work and cost thereof, hereby propose to furnish all labor, tools, materials, skills, equipment, and all else necessary, in accordance with the enclosed specifications for jetting/cleaning and televising sewers. Lengths provided below are approximate.

Sanitary Sewer Cleaning & Televising - Pipe Diameter	Length (LF)
8"	13,840
12"	287

Storm Sewer Cleaning & Televising - Pipe Diameter	Length (LF)
12"	2,478
15"	850
18"	445
21"	838
24"	2,193
27"	125
30"	706
36"	1,598
48"	212

2024 Cleaning & Televising of Sanitary & Storm Sewer Systems

Cottage Grove 2025 Pavement Management Area – Hidden Valley

QUOTE FORM

	Price Per Foot	Length (LF)	Total
Sanitary Sewer Cleaning & Televising	\$ 1.75	14,127	\$ 24,722.25
Storm Sewer Cleaning & Televising	\$ 2.00	9,445	\$ 18,890.00
Project Total			\$ 43,612.25



AMERICAN ENVIRONMENTAL
3086 WALDEN DRIVE, CHASKA MN
55318

Name (a corporation)
(an individual)
(a partnership)

Street Address

City, State, Zip Code

(612) 226-0516

Telephone


Signature

8-27-24
Date

Tony Traxler
Name

owner
Title

2024 Cleaning & Televising of Sanitary & Storm Sewer Systems

Cottage Grove 2025 Pavement Management Area – Hidden Valley

Minimum Specifications for Cleaning and Televising Sanitary and Storm Sewer

1. Reference Specification:

- a. 33 08 30 – Commissioning of Sanitary Sewerage Utilities ([2024-Cottage-Grove-Standard-Specifications \(cottagegrovemn.gov\)](#))

2. Non-Collusion Clause:

- a. Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

3. Method of Measurement:

- a. Jetting/Cleaning and Televising Sanitary and Storm Sewer:
 - i. Measure by distance in linear feet of cleaned and televised pipe.
 - ii. Measure each pipe type (sanitary sewer or storm sewer) separately.

4. Basis of Payment:

- a. Payment shall be at the unit price as listed on the Quote Form. All associated work items shall be considered incidental.

5. Traffic Control:

- a. The Contractor shall provide, erect and maintain all necessary barricades, signs, danger signals and lights meeting or exceeding O.S.H.A. Standards for the protection of the work and the safety of the public. The Contractor shall provide the City of Cottage Grove Engineering Department with the name and telephone number of a person who can be reached at all times during work. All activities affecting vehicular or pedestrian traffic must conform to "Temporary Traffic Control Zone Layouts" of the Minnesota Department of Transportation manual on uniform traffic control devices.

6. Deliverables:

- a. Televising:
 - i. Televising report in PDF format.
 - ii. Digital televising video on portable hard drive or cloud-based file transfer.

7. Schedule:

- a. Cleaning and televising of storm and sanitary sewers shall be completed, and televising videos and reports shall be received by City staff, no later than **Friday, November 1, 2024**.
- b. **If the proposed schedule would preclude your company from submitting a quote, please indicate an alternative completion date that would make the project fit within your schedule.** Consideration will be given to schedules which propose to provide televising reports for portions of the project prior to the desired project completion date.



City Council Action Request

7.S.

Meeting Date 9/4/2024

Department Community Development

Agenda Category Action Item

Title Minor Subdivision and Variance - 9016 Kimbro Avenue South

Staff Recommendation Adopt Resolution 2024-123 approving the minor subdivision subdividing a 6.45-acre parcel of land (PIN 2302721120005) into one 3.10-acre parcel and one 3.35-acre parcel and a variance to the minimum front width of a new parcel.

Budget Implication N/A

Attachments

1.	Memo - 9016 Kimbro Lot Split
2.	Resolution - 9016 Kimbro Avenue S
3.	Proposed Lot Layout

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

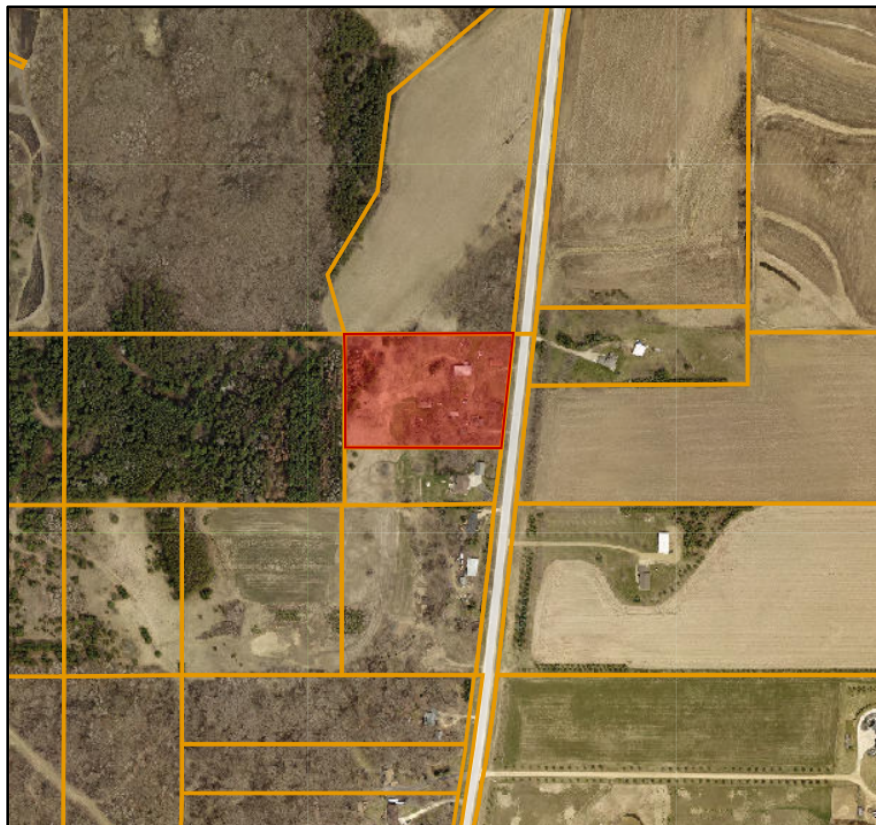
FROM: Riley Rooney, Associate Planner

DATE: September 4, 2024

RE: Proposed Minor Subdivision and Variance at 9016 Kimbro Avenue South

Proposal

Al Stewart has submitted an application for a minor subdivision and a variance to subdivide a 6.45-acre parcel located at 9016 Kimbro Avenue South into two separate parcels: a 3.10-acre parcel that would include the existing house and accessory structures, and a 3.35-acre buildable parcel with a proposed reduced lot width at the front property line requiring a variance.



Location Map

Review Schedule

Application Received: August 1, 2024
Acceptance of Completed Application: August 1, 2024
Planning Commission Meeting: August 26, 2024
City Council Meeting: September 4, 2024
60-Day Review Deadline: September 30, 2024

Planning Commission Meeting

The Planning Commission reviewed the Minor Subdivision and Variance requests at their August 26, 2024, meeting. The Commission asked for clarification on the following:

- Will there be a required easement/access agreement for the future driveway on Parcel A to provide access to Parcel B and the existing accessory structures?
 - The representative on behalf of the applicant noted that if there is a connection between Parcel A and Parcel B there will be an easement between the two lots and that both Parcels will have their own right-of-way easements recorded over the frontage to Kimbro Avenue.
- Why is there a requirement for the minimum lot width of 180-feet in the (R-1) Rural Residential Zoning District?
 - Staff noted that the intent of the 180-foot frontage width for the R-1 district is to preserve low density residential areas/larger lot sizes within the zoning district.
- There seems to be quite a grade change towards the back of Parcel A. Have you considered how the proposed house and septic system on Parcel A would fit on the hill?
 - The representative on behalf of the applicant stated that the proposed location for the house was chosen to provide the future resident(s) a view over the existing property on Parcel B. He ensured that the septic system would be supported based on the existing grade and native soils.

One resident provided public testimony regarding the proposed minor subdivision and variance. Below is a summary of the comments along with a summary response to the inquiry.

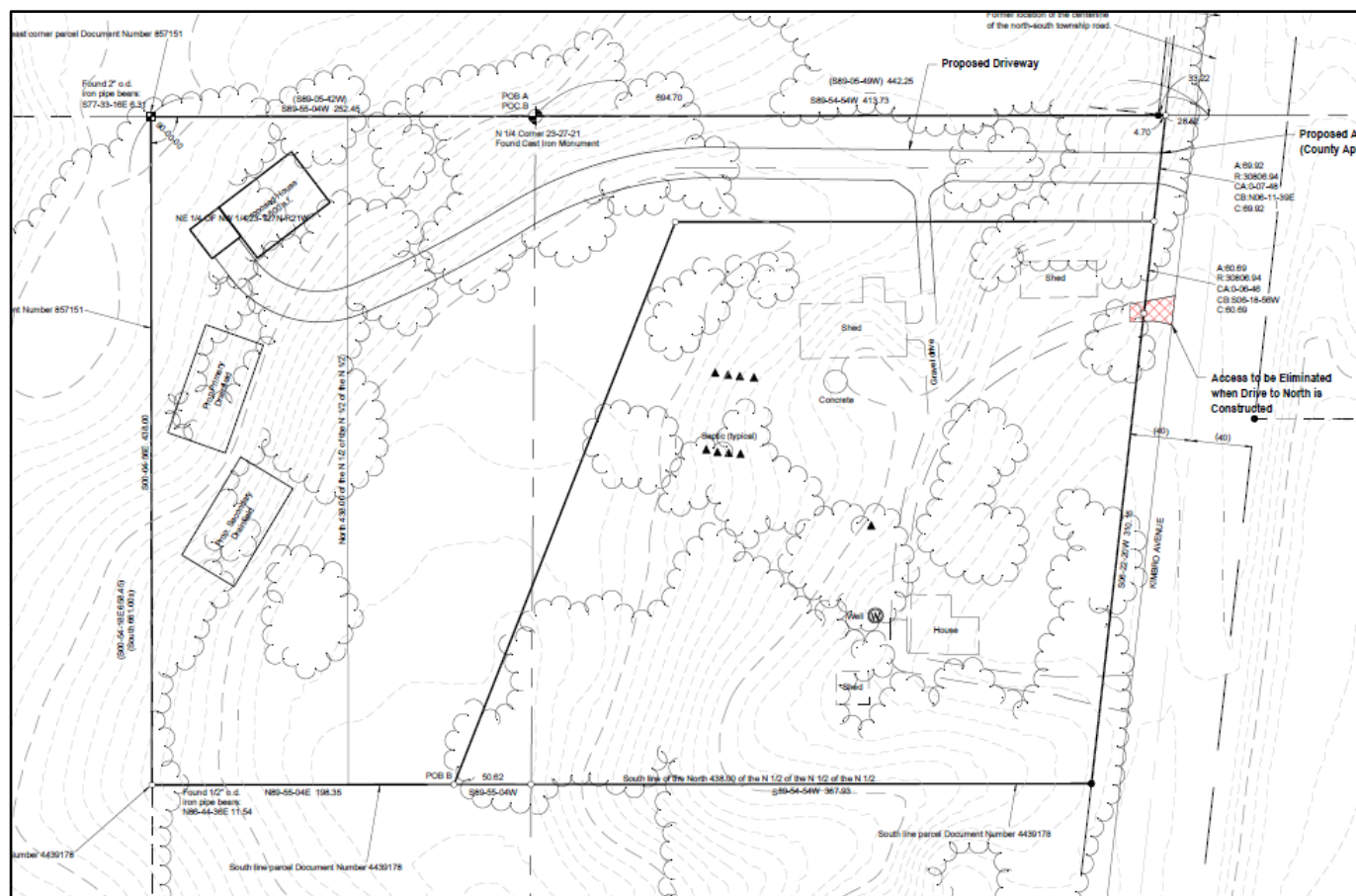
- A resident expressed their concerns regarding potential drainage issues along the north property line as it relates to the proposed driveway location for Parcel A. Has City Staff and/or the applicant, reviewed the drainage along the proposed driveway access on Kimbro to ensure that there will not be any implications to the water flow in the area?
 - Staff noted that the drainage would be reviewed internally at the time that a driveway permit is applied for within the right-of-way to ensure no negative impacts drainage to adjacent properties.

The Planning Commission unanimously (7-to-0) recommended the approval of the application.

Planning Considerations

Property Characteristics

The parcel located at 9016 Kimbro Avenue currently contains a single-family residence as well as two accessory structures, which will remain after the proposed land subdivision. The parcel borders Cottage Grove Ravine Regional Park to the north and west and a rural residential (R-1) property to the south. Current access to the parcel is off Kimbro Avenue. The south and west property lines are densely wooded, and the property owner would like to maintain much of those areas.



2024 Proposed Site Survey

Variance

The proposed survey creates a new parcel with a frontage width of 60 feet while the minimum width permitted by the zoning code is 180 feet. The septic tank sites on the current parcel are located central to the existing lot; by locating the frontage for the proposed new parcel (Parcel A) to the north of the existing house and structures (Parcel B), Parcel A will not impede the integrity of the established septic tank locations. By utilizing frontage on the north side of the lot, separation of the existing accessory structures from the existing house on Parcel B will be alleviated allowing the home to continue its use of these structures. The proposed location of Parcel A allows Parcel B to maintain the setbacks for the existing structures for the proposed newly created property line.



March – April 2024 Photo

Findings

The findings of fact for a favorable recommendation that were considered during the review are identified as follows:

- A. Expanding the frontage width of Parcel A to meet code standards would impede the existing home and accessory structures on Parcel B by creating a parcel with accessory structures and no principal structure.
- B. Utilizing frontage on the north side of the existing structures would avoid constructing the access over the existing drain field and septic tank.

Land Use

The future land use for this property is designated as Rural Residential per the 2040 Comprehensive Plan. The East Ravine Master Plan identifies that this area and the areas to the north and south along Kimbro Avenue should allow the existing natural open spaces and features to guide placement of residential growth. These areas would continue to have access to the existing park and open space via an extensive trail system throughout the East Ravine. The East Ravine Master Plan also indicates future lots sizes would be flexible depending on the existing topography. The proposed request is consistent with the land use plan designation.

Zoning

The property is zoned R-1, Rural Residential, which has a minimum lot size of three acres. The proposed request is consistent with the zoning classification creating two parcels greater than three acres: 3.35 acres and 3.10 acres. The proposed property lines for the future buildable lot meet the required setbacks from existing structures, including 25 feet from side property lines and 50 feet from rear property lines. Any new structure proposed on the 3.35-acre parcel (Parcel A)

would be required to meet all appropriate setbacks as well and would be reviewed as a part of the building permit process. No new accessory structures would be permitted on the existing lot as Parcel B has reached the maximum square footage and number of allowed accessory structures per City Code Title 11-3-5.

Transportation Access and Right-of-Way

Kimbro Avenue is designated as a Major Collector Roadway in the 2040 Comprehensive Plan. The existing parcel currently has access off Kimbro Avenue to the north and south end of the property. Resolution 2017-015 states that no additional drives shall be permitted on Kimbro Avenue. With no additional access points permitted off Kimbro Avenue, the property owner has proposed moving the north-most existing access to the proposed new lot to allow for Parcel A to have frontage on Kimbro Avenue. The existing lot, Parcel B, will continue to utilize the southern access drive. For the time being, the applicant plans to retain both existing drives in their current location until such time a building permit for a new home is requested on the newly created buildable lot. At that time, the current property owner will construct a new driveway to allow Parcel A access off Kimbro Avenue. The required 40 foot right-of way for Kimbro Avenue was obtained previously, therefore no additional ROW dedication is required.



Parcel A – Adjusted Future Access Location

Utilities and Stormwater Management

The subject property is not located within the Metropolitan Urban Service Area (MUSA) and no public utilities are available for connection. The existing residence is currently served by a private well and septic system. A newly constructed residence on the 3.35-acre parcel would also be served by a private well and an individual sanitary treatment system (ISTS); therefore, no water or sanitary area charges are required as a part of this lot minor subdivision. Primary and alternate ISTS sites would be required to be identified on the proposed 3.35-acre site prior to the issuance of a building permit; however, a soil observation test collected earlier this summer indicated the native soils were conducive for onsite drainfields. The minimum acreage for property having an ISTS is 1.5 acres.

The proposed lot split has been evaluated for division to evaluate any drainage issues that should be addressed. No grading is proposed as a part of the subdivision, although at such time a new home building permit is proposed, a grading plan and grading permit would be required. Existing surface water drainage patterns are not proposed to be impacted.

Park Dedication and Stormwater Area Charges

State Statute and the City’s Subdivision Ordinance allow the City the ability to require the dedication of land up to 10 percent of the property for public parkland purposes. If no land dedication is required, a cash payment in lieu of land dedication is required.

The applicant is not proposing to dedicate land in lieu of the 2024 park dedication fee, which is \$4,600, therefore, one lot fee is required to be paid prior to the issuance of a building permit.

	Number of lots	Total due prior to building permit approval
Park dedication fee (per lot) – \$4,600.00	1	\$4,600.00

Payment of the storm water facility charge for the 3.35-acre parcel is required. The 2024 storm water facility area charge rate is \$7,730.00 per acre. This rate would be collected prior to the recording of any deeds finalizing the lot split and is calculated based on the City’s Rural Friendly approach.

	Acres	Total due prior to recording of any deeds
Storm Sewer Area Charge – \$7,730.00 per acre	3.35	\$25,895.50

Public Hearing Notices

The public hearing notice was mailed to 7 property owners within 500 feet of the proposed minor subdivision and published in the *St. Paul Pioneer Press* on August 14, 2024.

Recommendation

That the City Council adopt Resolution 2024-123 approving the minor subdivision subdividing a 6.45-acre parcel of land (PIN 2302721120005) into one 3.10-acre parcel and one 3.35-acre parcel and a variance to the minimum front width of a new parcel.

Attachment:
Exhibit A – Survey

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-123

**A RESOLUTION APPROVING A MINOR SUBDIVISION TO SUBDIVIDE
A 6.45-ACRE PARCEL OF LAND LOCATED AT 9016 KIMBRO AVENUE SOUTH
AND VARIANCE TO THE MINIMUM FRONT WIDTH OF A NEW PARCEL**

WHEREAS, Allen Stewart applied for a minor subdivision to subdivide 6.45-acre parcel of land into one 3.10-acre parcel and one 3.35-acre parcel, and a variance to the minimum front width of a new parcel, for the property legally described below:

Section 23 Township 027 Range 021 that part being North 438FT of N1/2-N1/2-N1/2 SD SEC LYING W OF LN WHICH IS 40FT W & PARL WITH C/L KIMBRO AVE S & LYING E OF FOLL DESC LN: COM AT INTER OF N LN OF SD SEC 23 & C/L OF KIMBRO AVE S THN WLY ALG SD N LN DIST 694.7FT TO POB OF LN TO DESC THN S AT RT ANG DIST 6.

Commonly known as 9016 Kimbro Avenue South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the St. Paul Pioneer Press; and

WHEREAS, a planning staff report, which detailed specific information on the property and the application request, was prepared and presented; and

WHEREAS, the public hearing was open for public testimony and testimony from the applicant and the public was received and entered into the public record; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended that the City Council approve the minor subdivision at 9016 Kimbro Avenue South into two separate parcels and a variance to the minimum front width of a new parcel at their August 26, 2024, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the minor subdivision dividing a 6.45-acre parcel of land into one 3.10-acre parcel and one 3.35-acre parcel, and a variance to the minimum front width of a new parcel on the parcel legally described above.

BE IT FURTHER RESOLVED, granting the variances to the minimum front width of the new parcel is based on the following findings of fact:

- A. The Expanding the frontage width of Parcel A to meet code standards would impede the existing home and accessory structures on Parcel B by creating a parcel with accessory structures and no principal structure.
- B. Utilizing frontage on the north side of the existing structures would avoid constructing the access over the existing drain field and septic tank.

BE IT FURTHER RESOLVED, approval of the minor subdivision and variances is subject to the conditions below:

- 1) Any lawn irrigation placed within the Kimbro Avenue public right-of-way shall be the homeowners' responsibility if repair or maintenance is required.
- 2) Stormwater area charges in the amount of \$25,895.50 shall be paid to the City of Cottage Grove prior to recording the deeds creating the lots with Washington County.
- 3) The park dedication fee in lieu of land dedication amounting to the annual rate applicable at the time of building permit (currently \$4,600.00/unit) shall be paid to the City for Parcel A prior to the release of a building permit.
- 4) All applicable permits (i.e.; building, electrical, grading, and mechanical) for the construction of a house on the parcel(s) must be completed, submitted, and approved by the City before any construction activities begin. Detailed construction plans must be reviewed and approved by the Building Official and Fire Marshal.
- 5) The northernmost existing access off Kimbro Avenue shall be moved from Parcel B to Parcel A prior to the approval of a building permit on Parcel A. No additional access drives are permitted.
- 6) The moved access onto Parcel A shall comply with the minimum setbacks for accessory structures per City Code Title 11-3-5.
- 7) The minimum setbacks for the principal structure shall be those found in the R-1 zoning criteria.
- 8) A certificate of survey is required with the building permit for Parcel A.
- 9) An as-built survey shall be required prior to a certificate of occupancy of a new house for Parcel A.
- 10) Grading and erosion control measures meeting City standards and grading permit shall be utilized during construction on Parcel A.
- 11) Prior to the issuance of a certificate of occupancy for Parcel A, all disturbed areas shall be sodded or have ground cover established to the satisfaction of the City Engineer.
- 12) If the City Engineer determines that any additional drainage easements are necessary to direct off-site runoff onto or across the subject property, the property owner is required to dedicate such easements without cost to the City as recommended by the City Engineer.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

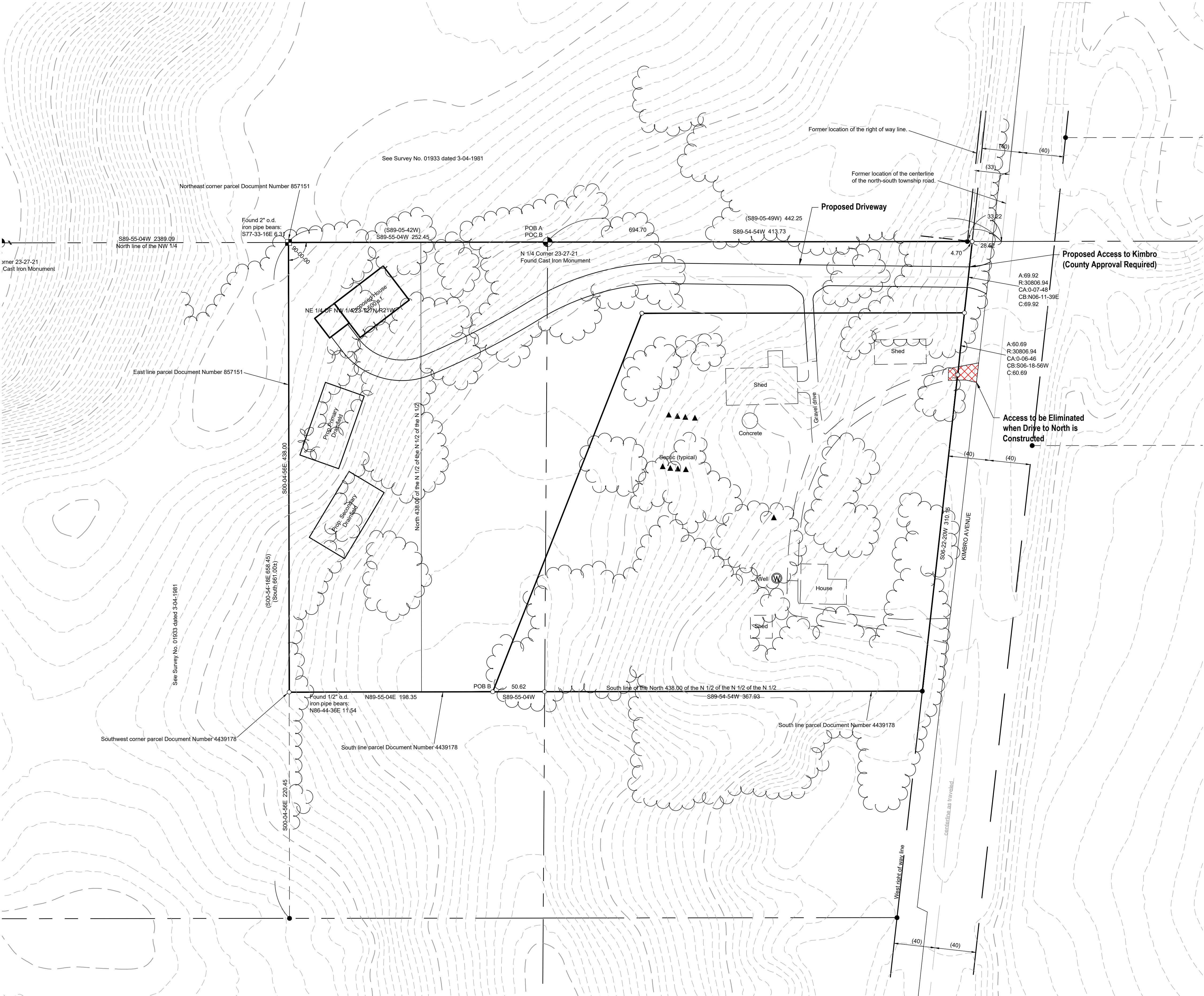
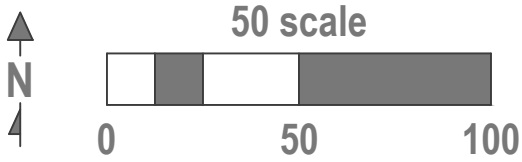
Conceptual Lot Layout

9016 Kimbro Ave S
Cottage Grove, MN 55016

Date: 08/19/2024
City: Cottage Grove, MN
PID: 23.027.21.12.0005

Site Information
Existing Zoning: R-1 Rural Residential

Legend
Treeline





City Council Action Request

7.T.

Meeting Date 9/4/2024

Department Engineering

Agenda Category Action Item

Title Glacial Valley Estates 2nd Addition - Plat Correction

Staff Recommendation Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Glacial Valley Estates 2nd Addition.

Budget Implication N/A

Attachments	1.	2024-8-27 CC Memo - Plat Correction Glacial Valley 2nd
	2.	120027-PLAT CORRECTION



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

From: Joe Fox, PE, Project Engineer

Date: August 27, 2024

Subject: Glacial Valley Estates 2nd Addition – Plat Correction

Discussion

The Glacial Valley Estates 2nd Addition plat was reviewed and approved by the City Council on February 16, 2022. The plat was filed and recorded with the County on May 12, 2022. It was subsequently discovered that one area of the plat was not properly identified with a lot number. This lot is owned by the Glacial Valley Estates Homeowners Association and has a drainage and utility easement over it.

The Land Surveyor's Certificate of Plat Correction (attached) must be signed by the same city officials that signed the original plat, namely the Mayor and City Clerk.

Recommendation

Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Glacial Valley Estates 2nd Addition.

LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Section 505.174, I, Peter J. Hawkinson, a duly Licensed Land Surveyor in and for the State of Minnesota declares as follows:

1. That I prepared the plat of GLACIAL VALLEY ESTATES 2ND ADDITION dated March 25th, 2022 and filed on May 12th, 2022 in the Office of the County Recorder, Washington County, Minnesota, as Document No. 4370303.
2. That said plat contains errors, omissions of defects described in particular as follows:

An unnamed Lot surrounds Lots 25, 26, 27, and 28, Block 2

3. That said plat is hereby corrected in particular as follows:

An unnamed Lot surrounds Lots 25, 26, 27, and 28, Block 2 is Lot 43, Block 2.

A drainage and utility easement over all of Lot 43, Block 2 on sheet 4.

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 2nd day of August, 2024.


Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

This Surveyor's Certificate of Plat Correction to the plat of GLACIAL VALLEY ESTATES 2ND ADDITION was approved by the City of Cottage Grove, Washington County, Minnesota, at a regular meeting held this _____ day of _____, 20____.

City of Cottage Grove, Minnesota

_____, Mayor/ Supervisor

_____, Administrator/ Clerk

Washington County, Minnesota

County Surveyor

This Surveyor's Certificate of Plat Correction has been reviewed and is approved this
_____ day of _____, 20_____.

_____, Washington County Surveyor
Sam Gibson, Licensed Land Surveyor

Drafted By: Peter J. Hawkinson
Pioneer Engineering
2422 Enterprise Drive
Mendota Heights, MN 55120



City Council Action Request

7.U.

Meeting Date 9/4/2024

Department Community Development

Agenda Category Action Item

Title Summer Valley Plat Correction

Staff Recommendation Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Summer Valley.

Budget Implication N/A

Attachments	1.	Memo - Summer Valley FP Correction
	2.	Land Surveyor's - Certificate of Plat Correction
	3.	Original Plat - Summer Valley FP Recorded

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

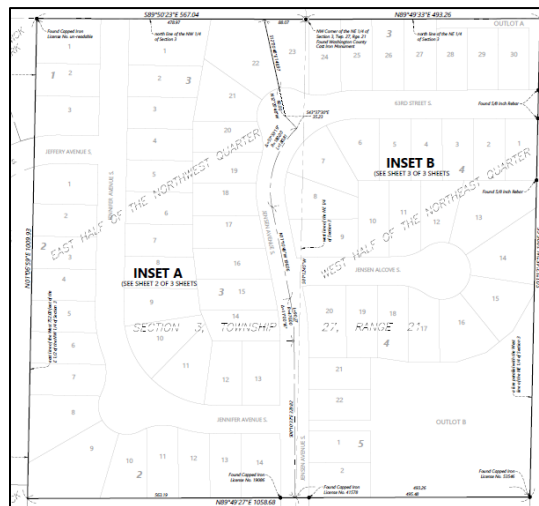
FROM: Conner Jakes, Associate Planner

DATE: August 29, 2024

RE: Summer Valley Plat Correction

Discussion

The Summer Valley Final Plat was reviewed and approved by the City Council on July 17, 2024. The plat was filed and recorded with Washington County on August 1, 2024. As the Washington County's Surveyor's office reviewed the plat, the rear lot line distance for Lots 1 and 2, Block 5 was stated incorrectly on the plat. The Developer and their licensed surveyor have worked with the Washington County Surveyor's office to ensure the proposed revisions are correct and accurate.



Summer Valley Final Plat Recorded on August 1, 2024

The Land Surveyor's Certificate of Plat Correction is required to be signed by the same signatures that signed the original plat, which includes the Mayor and City Clerk, and provided to Washington County.

Recommendation

Authorize the Mayor and City Clerk to sign the Land Surveyor's Certificate of Plat Correction for Summer Valley.

Attachments:

Land Surveyor's Certificate of Plat Correction
Summer Valley Final Plat Recorded on August 1, 2024

LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Section 505.174, I, Chris Ambourn, a duly Licensed Land Surveyor in and for the State of Minnesota declares as follows:

- 1. That I prepared the plat of **SUMMER VALLEY** dated July 16, 2024 and filed on August 1, 2024 in the Office of the County Recorder, Washington County, Minnesota, as Document No. 4444102.
- 2. That said plat contains errors, omissions or defects described in particular as follows:

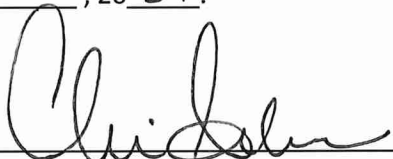
On sheet 3 of 3 sheets, the rear lot line of Block 5 has a distance of "74.16"

- 3. That said plat is hereby corrected in particular as follows:

On sheet 3 of 3 sheets, the rear lot line of Block 5 should have a distance of "140.16"

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of August, 2024.


Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 43055

This Surveyor's Certificate of Plat Correction to the plat of **SUMMER VALLEY** was approved by the City of Cottage Grove, Minnesota, at a regular meeting held this _____ day of _____, 20____.

City of Cottage Grove, Minnesota

_____, Mayor/Supervisor

_____, Administrator/Clerk

Washington County, Minnesota
County Surveyor

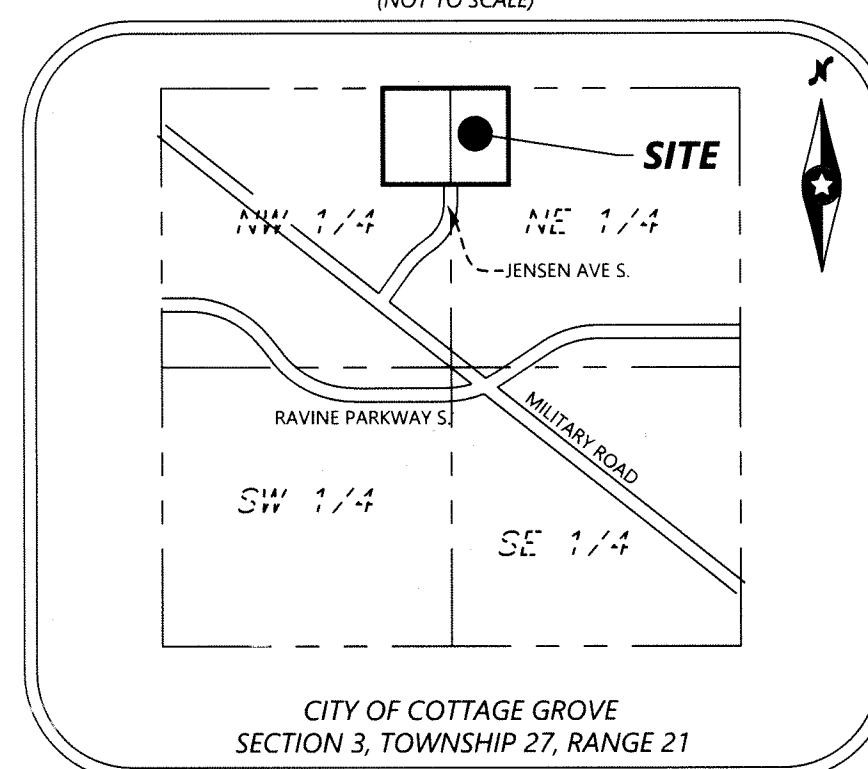
This Surveyor's Certificate of Plat Correction has been reviewed and is approved this _____ day of
_____, 20_____.

_____, Washington County Surveyor

This instrument was drafted by:
Westwood Professional Services, Inc.
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343

ST QUARTER OF SECTION 34,
TWP. 28, RGE. 21

Sheet 1 of 3 Sheets

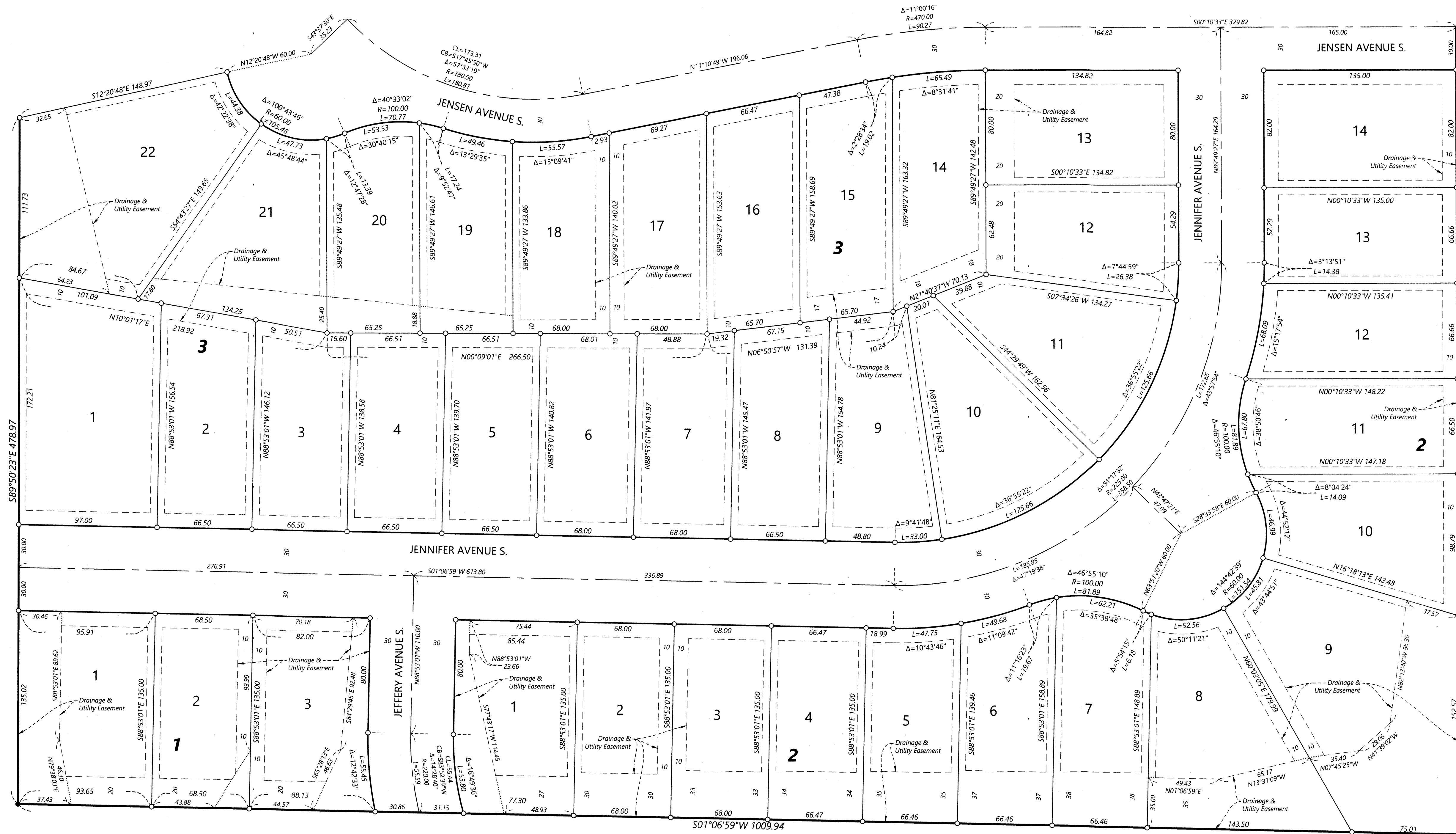


ORIGINAL

SUMMER VALLEY

7884 B

INSET A
(FROM SHEET 1 OF 3 SHEETS)

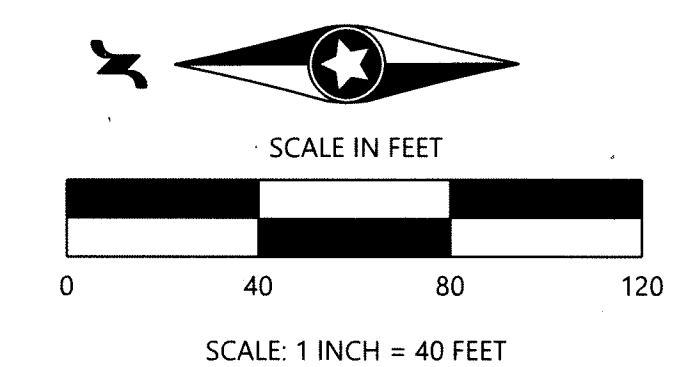


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

- SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED WITH "AMBOURN 43055"
- FOUND MONUMENT AS SHOWN

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27, RANGE 21, WHICH IS ASSUMED TO BEAR S 89°50'23" E

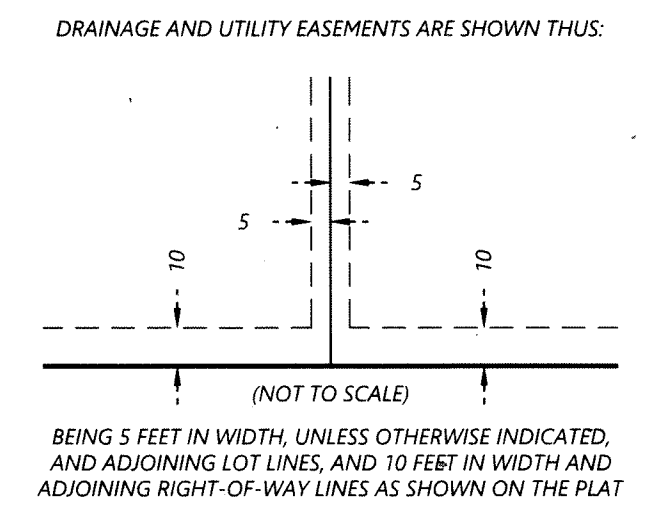
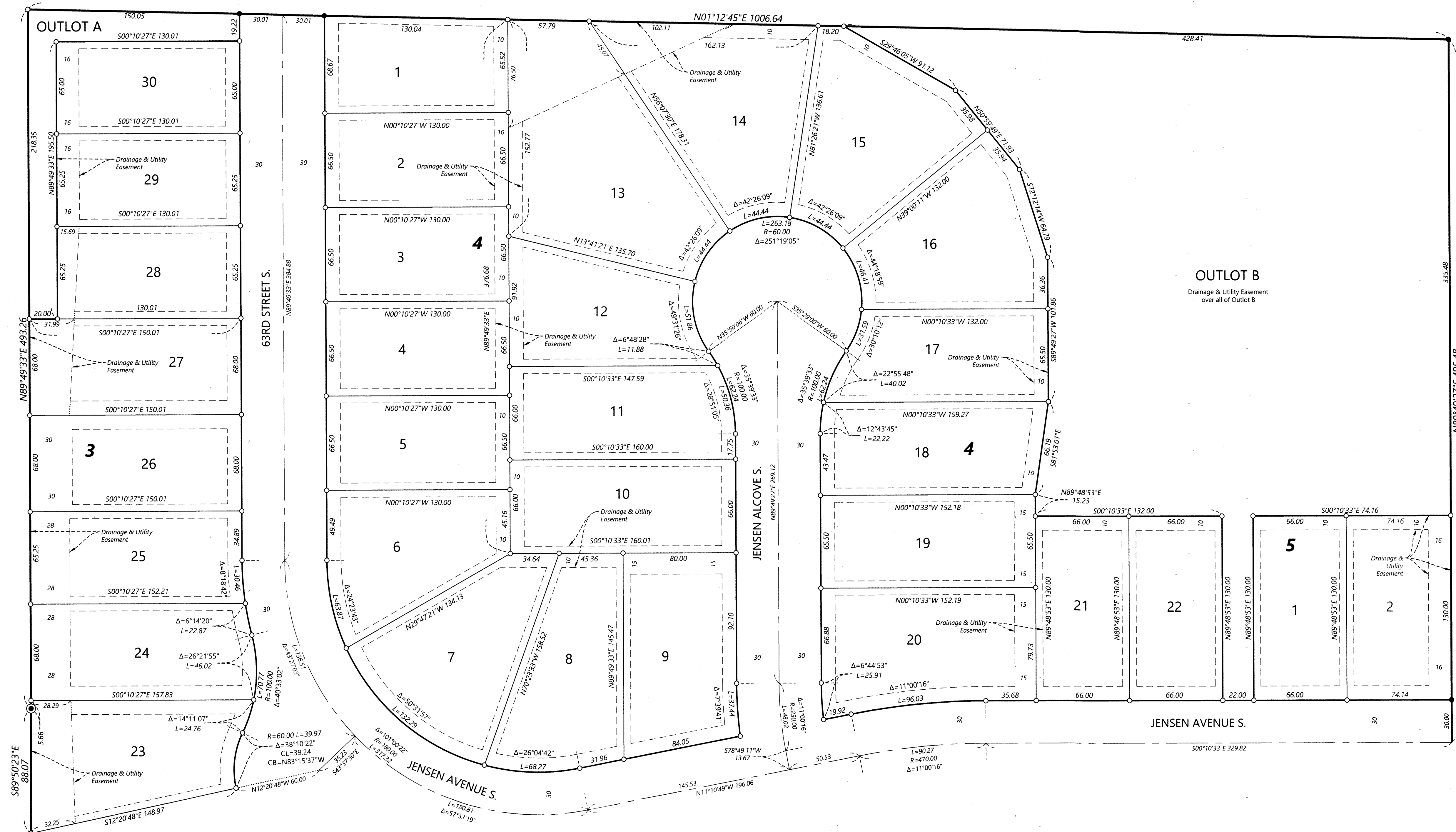


ORIGINAL

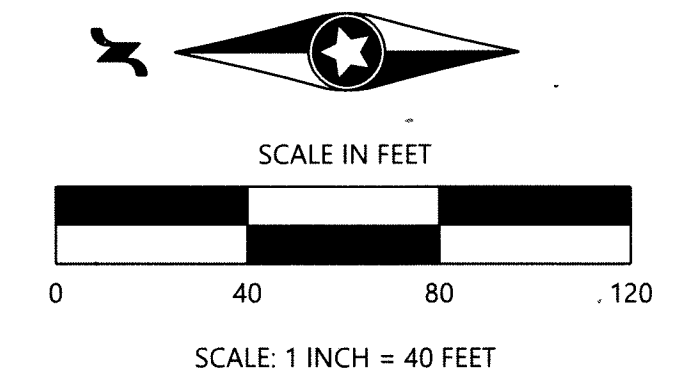
SUMMER VALLEY

7884 C

INSET B
(FROM SHEET 1 OF 3 SHEETS)



- SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED WITH "AMBOURN 43055"
 - FOUND MONUMENT AS SHOWN
 - FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27, RANGE 21, WHICH IS ASSUMED TO BEAR S 89°50'23" E





City Council Action Request

7.V.

Meeting Date	9/4/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Communications Manager		
Staff Recommendation	Approve the hiring of Phil Jents as Communication Manager at Grade 21, Step 3 (\$110,094.00) of the Non-represented Pay Plan.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - 2024 Comms Mgr Hiring</td></tr></table>	1.	Memo - 2024 Comms Mgr Hiring
1.	Memo - 2024 Comms Mgr Hiring		

Memo

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

FROM: Joe Fischbach, Human Resources Manager

DATE: September 3, 2024

RE: Communications Manager Hiring

Background

In April, staff began the recruitment process for a Communications Manager. After conducting first interviews staff selected nine applicants to move forward to second interviews. All four applicants accepted the invitation to participate in second round interviews. The four applicants interviewed with two different panels representing each City department.

Three applicants were subsequently selected to interview with the City Council on July 9th. One candidate withdrew from the process. Phil Jents has been selected and recommended to move forward for City Council consideration for approval as the Communications Manager.

Action Requested

Approve the hiring of Phil Jents as Communications Manager at Grade 21, Step 3 (\$110,094.00) of the Non-represented Pay Plan.



City Council Action Request

7.W.

Meeting Date 9/4/2024

Department Administration

Agenda Category Action Item

Title Tobacco License - Cottage Grove Vape, LLC

Staff Recommendation Approve the Tobacco application for Cottage Grove Vape, LLC, located at 8599 West Point Douglas Road Suite 200, Cottage Grove, Minnesota.

Budget Implication N/A

Attachments	1. Memo - Public Safety
--------------------	-------------------------



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

FROM: Tammy Anderson

DATE: September 4, 2024

RE: Tobacco License - Cottage Grove Vape, LLC

Discussion

All tobacco-selling establishments in Cottage Grove must be licensed by the City Clerk according to Minnesota State Law and City Ordinances (Section 3-5-1).

Ahmed Imad Asmar submitted a complete application for a tobacco license for his new business, Cottage Grove Vape, LLC, located at 8599 West Point Douglas Road Suite 200, on August 15, 2024.

Public Safety conducted background checks and found no issues that would prevent Asmar from obtaining a tobacco license for tobacco sales at Cottage Grove Vape, LLC.

Therefore, the application complies with the City ordinance.

Recommendation

Approve the Tobacco application for Cottage Grove Vape, LLC, located at 8599 West Point Douglas Road Suite 200, Cottage Grove, Minnesota.

Attachments

1.	Memo - Public Safety
----	----------------------



To: Director of Public Safety Peter J. Koerner
From: Detective Sergeant Justin Henseler
Date: August 30, 2024
Subject: Tobacco License Application

APPLICANT

Ahmed Imad Asmar
12422 Alamo Street
Blaine, MN 55449

PLACE OF APPLICATION

Cottage Grove Vape LLC
8599 West Point Douglas Road South
Cottage Grove, MN 55016

BACKGROUND

On August 15th, 2024, Ahmed made an application with the City of Cottage Grove, to contain a tobacco license at the business, Cottage Grove Vape LLC, at the address of 8599 West Point Douglas Rd S, Cottage Grove, MN 55016. The application was submitted containing a photocopy of a Minnesota driver's license, Certificate of Compliance, Certificate of Liability Insurance, and an Application for Minnesota Revenue to Make Retail Sales of Cigarette and Other Tobacco Products.

CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, CLEAR, and OSINT. I was able to find several traffic convictions with the highest charge being a Petty Misdemeanor. Ahmed has one case still pending disposition for Proof of Insurance dated July 17th, 2024.

Upon running the attached copy of the Minnesota DL that was provided, it showed a regular class D License with no restrictions. Inconsistencies were observed with the Minnesota driver's license signature and the applicant's signature on the submitted forms. I was not able to observe the original driver's license of the applicant in completing this background, only the provided copy.

CERTIFICATION

Ahmed provided a Certificate of Compliance for the Minnesota Department of Labor and Industry dated August 8th, 2024. He advised that his Insurance Company for Workers' Compensation is PPIB Division of SPG Insurance Solutions, effective August 15th, 2024 – August 15th, 2025.

Ahmed also submitted a Certificate of Liability Insurance dated August 15th, 2024. The certificate states that PPIB Division of SPG Insurance Solutions is the Insurer and Cottage Grove Vape LLC is the Insured.

CONCLUSION

There are no negative social media, or posts, observed for Ahmed. The only inconsistencies that I found were the signatures on the applications in comparison to the applicants Minnesota Driver's License. As mentioned, Ahmed does have several traffic convictions and one open case for Proof of Insurance.

As noted above in the certification section, the validity of the applicant's identification and certification seem to be valid and applicable.

It should also be noted that the insurance coverage includes CBD/THC. Ahmed also marked on the application that he was applying for 'Intoxicating Cannabinoid.' According to the City of Cottage Grove Ordinance No. 1075, Section 1, states no business, person or entity may open and operate a cannabis business that would require a Cannabis Business License under the 2023 Cannabis Laws until either the City Council modifies its ordinances regulating all such cannabis uses, or until the Council rescinds this Interim Ordinance, or January 1, 2025, whichever occurs first.

This concludes my background investigation for this applicant applying to open and distribute tobacco products in the City of Cottage Grove.

A handwritten signature in black ink, appearing to read "Justin Henseler", with a long horizontal line extending to the right.

Detective Sergeant Justin Henseler
Background Investigator



City Council Action Request

7.X.

Meeting Date 9/4/2024

Department Administration

Agenda Category Action Item

Title Local Option Sales Tax Referendum Question

Staff Recommendation Adopt Resolution 2024-131 approving the modified referendum questions on the November 5, 2024, ballot to impose a local option sales tax for Hamlet Park, Mississippi Dunes Park and River Oaks Golf Course and Event Center.

Budget Implication

Attachments

1.	Memo - Lost Referendum Questions 2024-09-04
2.	2024- 131 (Resolution Revising LOST Referendum)
3.	2024-093 Resolution-2024-06-26

Memo

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

FROM: Tamara Anderson, City Clerk

DATE: September 3, 2024

RE: Local Option Sales Tax Referendum Question

Background

The City of Cottage Grove approved the referendum questions at its June 26, 2024, Council meeting (Resolution 2024-093 attached).

Ballot Information and County Concerns

On Friday, June 28, 2024, Washington County provided a link to ballot information, including the referendum questions. The City submitted a completed form to Washington County on Monday, July 1, 2024, which included a copy of Resolution 2024-093 presenting the referendum questions.

On Tuesday, August 27, 2024, Washington County expressed concerns regarding using a prelude to the ballot questions, stating that it does not conform to the Sample Ballot format. They cited Minn. Stat. 204B.35 & 204B.36 as their reasons for concern, stating that the prelude could be interpreted as extra explanatory language and may be subject to challenge. Washington County requested that the City Attorney justify the need for the extra language, which Attorney Kori Land immediately provided. They subsequently requested the City acknowledge and accept responsibility for any potential challenges and associated costs, including the cost of reprinting ballots if necessary.

In lieu of accepting this potential but unlikely outcome, after consultation with the City Attorney and Bond Counsel, the ballot questions themselves have been modified so that the introductory paragraph can be removed.

Action Requested

Adopt Resolution 2024-131 approving the modified referendum questions on the November 5, 2024, ballot to impose a local option sales tax for Hamlet Park, Mississippi Dunes Park and River Oaks Golf Course and Event Center.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION NO. 2024-131

**RESOLUTION REVISING RESOLUTION 2024-093 REGARDING THE
REFERENDUM QUESTIONS ON THE NOVEMBER 5, 2024 BALLOT TO
IMPOSE A LOCAL OPTION SALES TAX FOR THE BETTERMENT OF
HAMLET PARK, MISSISSIPPI DUNES PARK AND RIVER OAKS GOLF
COURSE AND EVENT CENTER**

WHEREAS, the Cottage Grove City Council adopted Resolution 2024-093 regarding the approval of the Referendum Questions on the November 5, 2024 ballot; and

WHEREAS, prior to printing the ballots, Washington County has requested modification and revisions to the ballot questions to eliminate the introductory paragraph; and

WHEREAS, after consulting with the County Attorneys' Office, the City Attorney and the City's Bond Counsel, revised forms of the ballot questions have been prepared.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City will revise the referendum questions to be submitted to the voters at the November 5, 2024 election as follows:

~~"Cottage Grove residents are being asked to authorize the City of Cottage Grove to add a one-half of one percent (0.5%) sales and use tax to fund three separate parks and recreation projects that would protect, enhance, and restore natural habitat and upgrade and improve health, wellness and recreational activities. If voters approve one, two, or all three questions, the City is only authorized to add a single one-half of one percent (0.5%) sales and use tax which will expire when enough sales tax revenue has been raised to pay for the costs of the voter-approved projects or 25 years, whichever comes first."~~

Q1: Sales and Use Tax for Improvements to Hamlet Park
Shall the City of Cottage Grove be authorized to impose a sales and use tax of one-half of one percent (0.50%) to improve Hamlet Park which will expire either when until up to \$17,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised, or after 25 years, whichever comes first? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for the construction of improvements, which may

include a new building, play equipment, skateboard park, athletic facilities, splash pad, and related updates that provide arts, wellness and recreational activities.

If approved by voters at this election, the total sales and use tax imposed to fund this project and any other project will not exceed one-half of one percent (0.50%), regardless of the number of projects authorized.

Q2: Sales and Use Tax for Development of Mississippi Dunes Park

Shall the City of Cottage Grove be authorized to impose a sales and use tax of one-half of one percent (0.50%) for the construction of improvements to the Mississippi Dunes Park Project which will expire either when until-up to \$13,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised, or after 25 years, whichever comes first? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for improvements to this approximately 33.3-acre site, which may include a year-round, four-season interpretive center, habitat restoration, a kayak, canoe, and small boat launch, outdoor educational spaces, walking and hiking trails, and a nature-themed playground.

If approved by voters at this election, the total sales and use tax imposed to fund this project and any other project will not exceed one-half of one percent (0.50%), regardless of the number of projects authorized.

Q3: Sales and Use Tax for Improvements to River Oaks Golf Course and Event Center

Shall the City of Cottage Grove be authorized to impose a sales and use tax of one-half of one percent (0.50%) to improve the River Oaks Golf Course and Event Center which will expire either when until-up to \$6,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised, or after 25 years, whichever comes first? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for the construction of improvements, which may include premier pickleball courts, indoor multi-sports simulators, a winter mountain biking course, upgrades to the building and patio, and a nine-hole putting green course.

If approved by voters at this election, the total sales and use tax imposed to fund this project and any other project will not exceed

one-half of one percent (0.50%), regardless of the number of projects authorized.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

**CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO 2024-093**

**RESOLUTION APPROVING REFERENDUM QUESTIONS ON THE
NOVEMBER 5, 2024 BALLOT TO IMPOSE A LOCAL OPTION SALES TAX
FOR THE BETTERMENT OF HAMLET PARK, MISSISSIPPI DUNES PARK
AND RIVER OAKS GOLF COURSE AND EVENT CENTER**

WHEREAS, Laws 2023, Regular Session, Chapter 64, Article 10, authorized the City of Cottage Grove to impose a local sales and use tax but only if approved by the voters at a general election; and

WHEREAS, if approved, the sales and use tax revenue will be used for specific projects for the betterment of Hamlet Park, Mississippi Dunes Park and River Oaks Golf Course and Event Center;

WHEREAS, in accordance with state law, each project must be voted on separately;

WHEREAS, the project estimates for each project are as follows:

Hamlet Park - \$17M

Mississippi Dunes Park - \$13M

River Oaks Golf Course and Event Center - \$6M

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City will add the following referendum questions to the November 5, 2024 general election ballot:

“Cottage Grove residents are being asked to authorize the City of Cottage Grove to add a one-half of one percent (0.5%) sales and use tax to fund three separate parks and recreation projects that would protect, enhance, and restore natural habitat and upgrade and improve health, wellness and recreational activities. If voters approve one, two, or all three questions, the City is only authorized to add a single one-half of one percent (0.5%) sales and use tax which will expire when enough sales tax revenue has been raised to pay for the costs of the voter-approved projects or 25 years, whichever comes first.”

Q1: Sales and Use Tax for Improvements to Hamlet Park

Shall the City of Cottage Grove be authorized to impose a sales and use tax to improve Hamlet Park until up to \$17,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for the construction of improvements, which may include a new building, play

**CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO 2024-093**

equipment, skateboard park, athletic facilities, splash pad, and related updates that provide arts, wellness and recreational activities.

Q2: Sales and Use Tax for Development of Mississippi Dunes Park

Shall the City of Cottage Grove be authorized to impose a sales and use tax for the construction of improvements to the Mississippi Dunes Park Project until up to \$13,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for improvements to this approximately 33.3-acre site, which may include a year-round, four-season interpretive center, habitat restoration, a kayak, canoe, and small boat launch, outdoor educational spaces, walking and hiking trails, and a nature-themed playground.

Q3: Sales and Use Tax for Improvements to River Oaks Golf Course and Event Center

Shall the City of Cottage Grove be authorized to impose a sales and use tax to improve the River Oaks Golf Course and Event Center until up to \$6,000,000 plus an amount equal to debt service and the costs of the issuance of any bonds is raised? By voting "yes" on this question, you are voting to increase the sales tax in Cottage Grove to pay for the construction of improvements, which may include premier pickleball courts, indoor multi-sports simulators, a winter mountain biking course, upgrades to the building and patio, and a nine-hole putting green course.

Passed this 26th day of June 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

8.A.

Meeting Date 9/4/2024

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 08-16-2024 through 08-29-2024 in the amount of \$4,861,232.59.

Budget Implication N/A

Attachments

1.	Expense Approval Report 09-04-2024 - Council Meeting
2.	COUNCIL CHECK REGISTER CK 08.22.2024



City Council Action Request

11.A.

Meeting Date 9/4/2024

Department Finance

Agenda Category Action Item

Title Adopt Preliminary Property Tax Levy

Staff Recommendation Adopt Resolution 2024-127, Adopting the Proposed Preliminary 2024 Property Tax Levy, Collectible in 2025.

Budget Implication

Attachments

1.	Memo Preliminary Levy Adoption
2.	2024-127 Resolution Adopting Preliminary Tax Levy



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

From: Brenda Malinowski, Finance Director

Date: September 4, 2024

Subject: 2025 Preliminary Property Tax Levy

INTRODUCTION

The City is required to adopt a preliminary tax levy each year by September 30th. The preliminary levy is used by Washington County to prepare the notices of estimated property taxes. These notices are mailed to each property owner in November. The notice will include the public meeting where the budget will be discussed. This meeting will take place on December 4th, 2024 at 7:00 pm at Cottage Grove City Hall. At the December 4th meeting, the final tax levy will be adopted. The final tax levy can be lower than the preliminary levy, but it cannot be more than the preliminary levy.

The annual budget process is guided by policies, ordinances, and the Strategic Plan which have been adopted by the City Council. Four Strategic Directions have been used throughout the budget process.

- Engaging residents where they are
- Continuing sustainable growth
- Making Cottage Grove a recreation destination
- Remaining an employer of choice

A ten-year Financial Management Plan (FMP) was completed in 2023 that included all current and future operating costs, equipment replacement, the capital improvement plan, existing and future debt, and tax base growth. The FMP is based on certain assumptions such as expenditure increases at 4% and non-property tax revenue increases at 2%. The outcome of the FMP was to target a city property tax increase of \$100 per year on the median home instead of large swings in the tax impacts from year to year. The FMP was used in the preparation of the 2025 property tax levy and budget.

DISCUSSION

Taxable Values

Washington County sets the taxable values for the City. Preliminary estimates from Washington County include a small increase in the Local Taxable Value for 2025 due to new construction in the community which will offset market value decreases in existing property values.

Preliminary Values	Final Pay 2024	Estimate Pay 2025	% Change
Estimated Market Values	\$6,368,295,800	\$6,389,179,400	.33%
Taxable Market Values	\$6,193,083,500	\$6,149,999,100	-.70%
New Construction	\$258,602,700	\$175,296,900	-32.21%
Tax Capacity	\$68,904,450	\$68,976,218	.10%
Local Taxable Value-Note 1	\$62,216,047	\$62,659,985	.71%

Note 1-3% of change is due to new construction and -2% of change is due to other.

Homestead Market Value Exclusion

The Homestead Market Value Exclusion (HMVE) reduces the taxable market value for property classified as homestead. The Legislature adopted changes to the market value exclusion that will become effective with property taxes paid in 2025, and these revisions are included in the 2025 Budget. The maximum exclusion amount changes from \$30,400 to \$76,000. In addition, the property value has increased from \$413,800 to \$517,200 for the properties that will not receive an exclusion. Due to these changes, there will be a slight shift of property taxes from residential homestead properties to other property classifications.

Tax Increment Financing (TIF) District Decertification

TIF District 1-12, which is a redevelopment district for Gateway North, was approved in 2001. The required decertification date is December 2028. However, the final bond payment for the district was paid in February 2024 and the final PAYGO payment was be paid in August 2024, which made it possible to decertify this district early as of July 2024. In addition, TIF District 1-15 and TIF District 1-18 will also be decertified in 2024.

The decertification of these districts has been reflected in the Local Taxable Value for the 2025 budget.

EDA and HRA Levy

In the past, the City has utilized the EDA levy for both EDA and redevelopment activities. During the preparation of the FMP, there was consensus to start increasing the property tax levy for redevelopment and housing activities. For transparency to the taxpayer, it makes sense to include the development and housing activities in a separate HRA levy. The EDA approved a preliminary HRA Levy in the amount of \$137,500 at their meeting on July 12th. The property taxes on the median home will be approximately \$7.50 with this HRA levy.

Property Tax Levy

The property tax levy for 2025 is proposed to increase by 12.98%.

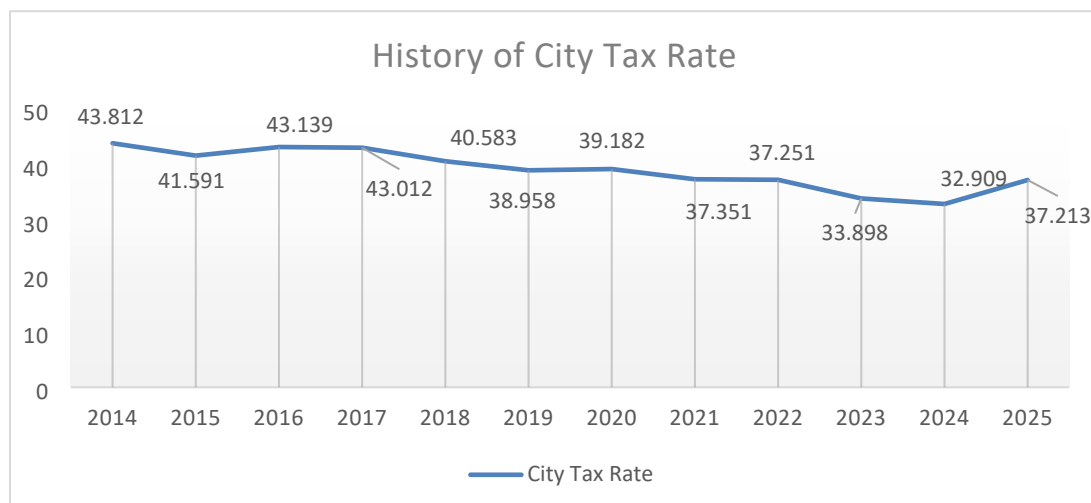
	2024	2025	2026
City of Cottage Grove Levy	Final	Proposed	Proposed
General Levies	\$19,461,110	\$22,425,700	\$24,953,790
Debt Levies	\$3,664,490	\$3,564,800	\$4,414,545
Total Property Tax Levy	\$23,125,600	\$25,990,500	\$29,368,335
		12.39%	12.99%

	2024	2025	2026
HRA Levy	Final	Proposed	Proposed
HRA Levy	\$-	\$137,500	\$137,500

	2024	2025	2026
Combined Property Tax Levies	Final	Proposed	Proposed
Total	\$23,125,600	\$26,128,000	\$29,505,835
% Increase		12.98%	12.93%

Property Tax Rate and City Property Taxes

The City's Property tax rate is calculated by dividing the Net Tax Levy (Gross Levy less Fiscal Disparities Distribution) by the Local Taxable Value. Based on the proposed property tax levy, the tax rate for 2025 is estimated to be 37.213%. The new HRA levy is included in the tax rate calculation.



Based on the preliminary values from the County and the proposed property tax levy, the 2025 tax impacts for five sample properties are shown below:

Property	2024		2025 *		% Increase Market Value	City Property Tax Change
	Market Value	City Property Tax	Market Value	City Property Tax		
Median Home	\$363,000	\$1,180	\$352,500	\$1,257	-2.89%	\$77
Property 1	371,400	1,203	362,900	1,299	-2.29%	96
Property 2	417,900	1,368	414,900	1,510	-.72%	142
Property 3	441,200	1,444	417,000	1,518	-5.49%	74
Property 4	519,700	1,717	505,900	1,888	-2.66%	171
Average						\$112

*2025 is based on the revised homestead market value exclusion changes.

The property taxes for the new HRA levy are included in the 2025 City Property Tax Column. This accounts for \$7.50 of the increase to the median home.

Based on the proposed property tax levies and the assumptions in the FMP, the impact to the median home is as follows through 2032.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Median Home	\$78	\$77	\$129	\$106	\$100	\$102	\$95	\$104	\$76

Budget Accomplishments

The 2025 proposed budget accomplishes several important objectives:

- Continues to provide the same level of city services including but not limited to police, fire, street, snowplowing, parks, and recreation services.
- Demonstrates stewardship of capital assets by including the replacement of capital equipment and city infrastructure that have been identified in the Financial Management Plan and Capital Improvement Plan.
- Maintains the distinction to be an employer of choice.
- Provides managed growth in staffing positions needed for a growing community, by including new positions in the 2025 budget.
- Meets the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Establishes a HRA Levy for the 1st time to provide funds for housing and redevelopment.
- Maintains the fund balance target for the General Fund.

Operating Budget Highlights

Personnel

- The 2025 Budget includes the following new positions:
 - Police Officer
 - Deputy Fire Chief (use of one-time Public Safety Funds)
 - Communication Manager
 - Mechanic
 - Public Service Worker for Water (funded with 3M Settlement)
 - Secretary for utilities and engineering (29 hours per week)
 - Seasonal Building Inspector (6-month position)
 - Seasonal Code Enforcement Officer (6-month position)
- Salaries for existing employees
 - Labor contracts for all unions will expire on 12/31/2024.

Commodities and Contractual

- Commodities and contractual services have been included at a 3% increase. Internal service fund allocations have been included in the amounts needed to fund current operating expenditures.

Capital

- Included in the Equipment Replacement Fund is \$2.6 million of equipment purchases for 2025 with \$1.9 million of this to be funded with equipment certificates.

Discussion:

Adopt Resolution 2024-127, Adopting the Proposed Preliminary 2024 Property Tax Levy Collectible in 2025.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-127
RESOLUTION ADOPTING THE PRELIMINARY 2024 TAX LEVY
COLLECTIBLE IN 2025**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following amounts are the proposed to be levied for the current year, collectible in 2025, upon the taxable property in the City of Cottage Grove for the following purposes:

	Total
General Levies	
General Fund	\$21,667,200
Public Safety/City Hall Interfund Loan	300,000
Economic Development	137,500
Equipment Levy	321,000
Total General Levies	22,425,700
Debt Levies	
2016A GO Refunding Bonds (Ice Arena)	220,000
2017A GO Capital Improvement Plan Bonds (Fire Station)	610,000
2019A GO Capital Improvement Plan Bonds (HERO)	296,000
2019B GO Equipment Certificates (Ice Arena)	348,800
2015A GO Improvement Bonds (Pavement Management)	324,000
2016B GO Improvement Bonds (Pavement Management)	200,000
2018A GO Improvement bonds (Ravine Parkway)	100,000
2021B GO Improvement Refunding Bonds (PM & Hinton)	537,500
2021A GO Improvement Bonds (Pavement Management)	230,000
2023A GO Improvement & Abatement Bonds (PM & Glacial Valley)	151,200
2024A GO Improvement Bonds (PM, SROP, & Equipment)	547,300
Total Debt Levies	3,564,800
Total Property Tax Levy	\$25,990,500

BE IT FURTHER RESOLVED that there are sufficient sums of money in the Debt Service funds of the City which are irrevocably pledged, together with the above Debt levies to pay principal and interest in 2025 on all outstanding bond issues and internal loan obligations established by previous City Council resolutions and the deferred annual tax levies previously certified to the County Auditor are hereby cancelled and replaced by the above debt service levies.

Passed this 4th day of September 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk