



COTTAGE GROVE CITY COUNCIL

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

May 7, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Proclamation - Mental Health Awareness Month
Staff Recommendation: Proclaim May 2025 Mental Health Awareness Month.
 - B Proclamation - Police Week and Police Officer Memorial Day
Staff Recommendation: Proclaim National Police Week May 11-17, 2025, and Peace Officers Memorial Day May 15, 2025.
 - C Proclamation - EMS Week
Staff Recommendation: Designate the week of May 18-24, 2025 as Emergency Services Week.
 - D Proclamation - Building Safety Month
Staff Recommendation: Proclaim May 2025 Building Safety Month.
 - E Proclamation - Asian American and Pacific Islander Heritage Month
Staff Recommendation: Proclaim May 2025 Asian American and Pacific Islander Heritage Month.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2025-04-02)
Staff Recommendation: Approve the April 2, 2025, Special Meeting Minutes.
 - B City Council Regular Meeting Minutes (2025-04-02)
Staff Recommendation: Approve the April 2, 2025 City Council Regular Meeting Minutes.
 - C City Council Regular Meeting Minutes (2025-04-16)
Staff Recommendation: Approve the April 16, 2025, Regular Meeting Minutes.
 - D Gambling Permit - Ruth Kay Linkenmeyer-Meirick (MN Foundation for Agriculture)
Staff Recommendation: Authorize issuance of a single-occassion gambling permit to Ruth Kay Linkenmeyer-Meirick on behalf of MN Foundation for Agriculture to conduct a raffle at River Oaks Golf Course (11099 Highway 61) on June 17, 2025.
 - E Gambling Permit - Pamela Jeane Tobritzhofer (Cottage Grove Lions Club)
Staff Recommendation: Authorize issuance of a single-occassion gambling permit to Pamela Jeane Tobritzhofer on behalf of the Cottage Grove Lions Club to conduct a raffle at Carbones Pizza (7155 Jorgensen Avenue South) on September 16, 2025.

- F **Massage Therapist License - Sarah Ann Meyer**
Staff Recommendation: Authorize issuance of a Massage Therapist License to Sarah Ann Meyer.
- G **Fee Table Change - Ordinance 1097**
Staff Recommendation: Adopt Ordinance 1097 accepting the changes to the City Fee Table as outlined in the City Ordinance.
- H **City Engineer Position - Appointment**
Staff Recommendation: Appoint Paul Sponholz to the position of City Engineer, at grade X01, step 6, with a start date to be effective as soon as possible.
- I **Approval of Rental Licenses**
Staff Recommendation: Approve the issuance of rental licenses to the properties in the attached table.
- J **2025 Body-Worn Camera Audit - Executive Summary**
Staff Recommendation: Accept the Cottage Grove Police Department 2025 Body-Worn Camera (BWC) Audit.
- K **FinnlySport MSA and Contract**
Staff Recommendation: Approve the proposed contract between the City of Cottage Grove and FinnlySport in the amount of \$6,157.30. This partnership will allow the Ice Arena to modernize its systems, improve operational efficiency, and better serve our community.
- L **Code Compliance/Abatement Mowing - Valdes Lawn Care and Snow Removal LLC**
Staff Recommendation: Adopt Resolution 2025-36 approving the agreement for Lawn Care Maintenance Abatement Services to Valdes Lawn Care and Snow Removal LLC for the 2025 - 2026 seasons in the amount of \$80 per hour.
- M **Temporary Certificates of Occupancy Policy**
Staff Recommendation: Adopt the Temporary Certificate of Occupancy Policy.
- N **ISD 833 - Park High School Turn Lane MOU**
Staff Recommendation: Execute the Memorandum of Understanding with Independent School District 833 to include the design and construction of the required turn lane modifications in the 80th Street Improvements project related to the Park High School Improvements.
- O **Purchase Agreement - Outlot G Eastridge Woods 2nd Addition**
Staff Recommendation: Approve the Purchase Agreement between the City of Cottage Grove and Ryan and Colleen Johnsen for Outlot G of the Eastridge Woods 2nd Addition.
- P **Boundary Adjustment and Drainage and Utility Easement – 7560 Harkness Avenue & 7675 Hardwood Avenue**
Staff Recommendation: Adopt Resolution 2025-067 approving the Boundary Adjustment and Permanent Drainage and Utility Easement at 7675 Hardwood Avenue South.
- Q **Utility & Engineering Building Change Order #6**
Staff Recommendation: Approve Change Order #6 in the amount of \$40,419.50 for the Utilities and Engineering Division Building project, resulting in a remaining construction contingency in the amount of \$458,048.44, and a remaining Owner's contingency in the amount of \$86,800.11.
- R **105th St Engineering Study and Traffic Investigation - Ideal Ave to Hadley Ave**
Staff Recommendation: Adopt Resolution 2025-068 requesting MnDOT to complete an Engineering Study and Traffic Investigation along 105th Street South from Ideal Avenue to Hadley Avenue.
- S **Newport Water System Interconnection - JPA Approval**
Staff Recommendation: Approve the Joint Powers Agreement with the City of Newport for a Water System Interconnection to supply water to the Cherrywood and Cherry Meadow developments.
- T **6646 96th Street South - Encroachment Agreement**
Staff Recommendation: Approve the Encroachment Agreement for 6646 96th Street South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

- U CCIP Grant Acceptance
Staff Recommendation: Approve the South Washington Watershed District (SWWD) Coordinated Capital Improvement Program (CCIP) agreement for the Salt Spreader Controls Upgrade Project in the amount of \$102,500.
- V Public Works Concrete Quote & Service Agreement
Staff Recommendation: Adopt resolution 2025-066 awarding the Public Works Concrete Services Contract to Frank Zamora's Concrete and authorize the service agreement between Frank Zamora's Concrete and the City of Cottage Grove.
- W 2026 Pavement Management - Isle Ave ROW
Staff Recommendation: Approve the MOU for Isle Avenue Right of Way.
- X 2025 Televising and Cleaning Project Quote Award
Staff Recommendation: Adopt Resolution 2025-070 awarding the 2025 Televising and Cleaning Project to the accepted quote supplied by Pipe Services in the amount of \$32,371.41, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.
- Y 2025 Joint Services Street Striping Project – Quote Award
Staff Recommendation: Adopt Resolution 2025-069 awarding the 2025 Joint Services Street Striping Project to the lowest accepted quote supplied by Sir Lines-A-Lot, LLC in the amount of \$77,931.62, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.
- Z 2025 Joint Services Crack Sealing Project Quote Award
Staff Recommendation: Adopt Resolution 2025-071 awarding the 2025 Joint Services Crack Sealing Project to the lowest accepted quote supplied by Asphalt Surface Technologies Corporation in the amount of \$85,680.00, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.
- AA Hearthside Park Sports Lighting
Staff Recommendation: Authorize purchase order to Musco Sports Lighting, LLC for Hearthside Park sports lighting package in the amount of \$40,900.
- BB Denzer Park Retaining Wall
Staff Recommendation: Authorize service agreement with Boulder Images, Inc. for construction of the Denzer Park boulder wall for the amount of \$48,160.00.
- CC WCD Native Vegetation Inspection Contract
Staff Recommendation: Approve the 2025 Service Agreement between the Washington Conservation District and the City of Cottage Grove for Native Vegetation Inspections.
- 8 Approve Disbursements
 - A Approve Disbursements
Staff Recommendation: Approve disbursements from 04-11-2025 through 05-01-2025 in the amount of \$4,230,541.57.
- 9 Public Hearings
- 10 Bid Awards
- 11 Regular Agenda
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
 - A Real Estate Equities – Proposed Multi-Family Project
Staff Recommendation: Provide feedback and direction related to the proposed project and LAHA request by Real Estate Equities.

B New Well 13 Construction Update

Staff Recommendation: Receive information on the construction status of Well 13 and offer feedback.

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date 5/7/2025

Department Public Safety

Agenda Category Presentation

Title Proclamation - Mental Health Awareness Month

Staff Recommendation Proclaim May 2025 Mental Health Awareness Month.

Budget Implication N/A

Attachments

1.	Mental Health Awareness Month- 2025 (002)
----	---



PROCLAMATION

PROCLAIMING THE MONTH OF MAY AS MENTAL HEALTH AWARENESS MONTH

WHEREAS: Mental health awareness is more important than ever and essential to our overall health; and

WHEREAS: Mental health awareness allows us to maintain relationships, take care of ourselves, learn, take care of our physical bodies, and respond and adapt to daily life changes; and

WHEREAS: Mental health includes our emotional, psychological, and social well-being; it affects how we think, feel, and act; it also affects how we handle stress, relate to others, and make choices; and

WHEREAS: The pandemic caused many people to struggle with their mental health and well-being, especially our children and youth; and

WHEREAS: Historical and collective trauma from racism and heterosexism is a source of chronic and intense stress that challenges our mental health and well-being; and

WHEREAS: The World Health Organization found that the number of people with depression and anxiety went up 25% worldwide; and

WHEREAS: There are steps we can all take to improve our mental health, and with early and effective treatment, people with mental illnesses can recover; and

WHEREAS: Mental health awareness is critical to the well-being of our families, communities, schools, and businesses; and

WHEREAS: All Minnesotans have a role to play in promoting good mental health, and there are a range of essential community resources to promote mental health and well-being for all Minnesotans; and

WHEREAS: Citizens, government agencies, public and private institutions, businesses, and schools should commit to promoting good mental health and increasing awareness and understanding of mental illnesses.

NOW, THEREFORE, I, Myron Bailey, Mayor of Cottage Grove, Minnesota, do hereby proclaim May 2025 as Mental Health Awareness Month.

Passed this 7th Day of May 2025

Myron Bailey, Mayor



City Council Action Request

6.B.

Meeting Date	5/7/2025		
Department	Public Safety		
Agenda Category	Presentation		
Title	Proclamation - Police Week and Police Officer Memorial Day		
Staff Recommendation	Proclaim National Police Week May 11-17, 2025, and Peace Officers Memorial Day May 15, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Police Week and Memorial Day Proclamation May 2025</td></tr></table>	1.	Police Week and Memorial Day Proclamation May 2025
1.	Police Week and Memorial Day Proclamation May 2025		



PROCLAMATION
PROCLAIMING NATIONAL POLICE WEEK MAY 11-17, 2025
PEACE OFFICERS MEMORIAL DAY MAY 15, 2025

WHEREAS, there are over approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cottage Grove Police Department; and

WHEREAS, some 60,000 assaults against law enforcement officers are reported each year, resulting in over 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, over 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, this year three police officers' name from Minnesota will be added to the National Law Enforcement Officers Memorial from 2024. In addition to the national number of 165 officers who died in 2024; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Police Law Enforcement Officers Memorial Fund 37th Annual Candlelight Vigil, in Washington D.C., on the evening of Tuesday, May 13, 2025; and

WHEREAS, we are honoring the one Minnesota officer that has already died in the line of duty this year; and

WHEREAS, May 15th is designated as Peace Officers' Memorial Day, in honor of all fallen and their families; and

WHEREAS, the first recognition of Police Week and Peace Officers Memorial Day was signed by President John F. Kennedy in 1961. It was resolved in Congress that May 15th be designated Police Officers Memorial Day and the week in which falls designated as Police Week. The purpose of Peace Officers Memorial Day is to honor the police officers at all levels of government who have been killed or disabled in the line of duty. Staff from Cottage Grove's Police Department will attend the Peace Officers Memorial service held at the Minnesota Peace Officers Memorial in St. Paul, MN on Thursday, May 15th, 2025, as well as attending the Law Enforcement Memorial Day service at the Historic Courthouse in Stillwater, MN;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the week of May 11-17, 2025, as National Police Week, and Thursday, May 15, 2025, as Peace Officers Memorial Day in the City of Cottage Grove, and urge Cottage Grove residents and civic organizations to salute our dedicated law enforcement officers in our community and in communities across the nation.

Passed this 7th day of May, 2025.

Myron Bailey, Mayor



City Council Action Request

6.C.

Meeting Date	5/7/2025		
Department	Public Safety		
Agenda Category	Presentation		
Title	Proclamation - EMS Week		
Staff Recommendation	Designate the week of May 18-24, 2025 as Emergency Services Week.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>EMS Week Proclamation May 2025</td></tr></table>	1.	EMS Week Proclamation May 2025
1.	EMS Week Proclamation May 2025		



PROCLAMATION

PROCLAIMING TO THE WEEK OF MAY 18-24, 2025, AS EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fill healthcare gaps by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the week of May 18-24, 2025, as Emergency Medical Services Week in the City of Cottage Grove.

Passed this 7th Day of May, 2025

Myron Bailey, Mayor



City Council Action Request

6.D.

Meeting Date 5/7/2025

Department Communications

Agenda Category Presentation

Title Proclamation - Building Safety Month

Staff Recommendation Proclaim May 2025 Building Safety Month.

Budget Implication N/A

Attachments

1.	May 2025 Building Safety Month
----	--------------------------------



PROCLAMATION

May 2025: Building Safety Month

- WHEREAS: the City of Cottage Grove is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike; and
- WHEREAS: our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings; and
- WHEREAS: these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work, and play; and
- WHEREAS: these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and
- WHEREAS: Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and
- WHEREAS: "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of May 2025 to be designated as Building Safety Month.

Passed this Wednesday, the 7th day of May 2025.

Myron Bailey
Mayor



City Council Action Request

6.E.

Meeting Date	5/7/2025		
Department	Communications		
Agenda Category	Presentation		
Title	Proclamation - Asian American and Pacific Islander Heritage Month		
Staff Recommendation	Proclaim May 2025 Asian American and Pacific Islander Heritage Month.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>May 2025 Asian American and Pacific Islander Heritage Month</td></tr></table>	1.	May 2025 Asian American and Pacific Islander Heritage Month
1.	May 2025 Asian American and Pacific Islander Heritage Month		



PROCLAMATION

May 2025: Asian American and Pacific Islander Heritage Month

- WHEREAS: Asian American and Pacific Islander Heritage was first celebrated in the United States in 1978 and was made into a month-long event in 1992; during Asian American and Pacific Islander Heritage Month, our community recognizes the innumerable contributions, vibrant cultures, and rich heritage of Asian Americans and Pacific Islanders; and
- WHEREAS: The Asian American and Pacific Islander community represents a wide tapestry of languages, ethnicities, and cultural traditions, contributing to the social, economic, and political fabric of the nation; and
- WHEREAS: The celebration of this month provides an opportunity to reflect on the collective resilience and achievements of the Asian American and Pacific Islander communities; and
- WHEREAS: We acknowledge Asian Americans and Pacific Islanders have thrived and worked in Cottage Grove for generations, and that Asian Americans represent the largest minority group in the city, and that Pacific Islanders represent a small but strong portion that illustrates the city's welcome diversity.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of May 2025 to be designated as Asian American and Pacific Islander Heritage Month.

Passed this Wednesday, the 7th day of May 2025.

Myron Bailey

Mayor



City Council Action Request

7.A.

Meeting Date	5/7/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-04-02)		
Staff Recommendation	Approve the April 2, 2025, Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-04-02 City Council Special Meeting</td></tr></table>	1.	2025-04-02 City Council Special Meeting
1.	2025-04-02 City Council Special Meeting		

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

SPECIAL MEETING – River Oaks Golf Course & Event Center - 5:00 P.M.

April 2, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a special meeting on April 2, 2025, at River Oaks Golf Course (11099 Hwy 61 Cottage Grove, MN 55016). Mayor Bailey called the meeting to order at 5:00 p.m.

2. Agenda Item

A. River Oaks Golf Course, Event Center and Eagles Bar and Grill Business Update

Welcome and Introductions

- Dennis Neitz opened the meeting with a statement on River Oaks' mission statement:

To create and maintain a venue where guests can enjoy themselves, have a great meal, and create lasting memories. Both on and off the course, River Oaks is committed to continuous improvement and providing an exceptional guest experience for Cottage Grove residents and visitors in a welcoming and professional environment.

Neitz continued his presentation by illustrating the complexities of River Oaks through an analogy: managing River Oaks is akin to simultaneously operating twelve distinct businesses. He then provided the following example to elaborate on this comparison:

1. **Restaurant:** Casual grill with patio, Dining, Quick stop on the turn... our grill serves many purposes.
2. **Event Venue:** Weddings, Special Occasions, Banquets... you've got an event? We've got you covered.
3. **Mobile Convenience Store:** Ever tried operating a drink and snack truck? We do it daily, 6 months out of the year; give or take.
4. **Liquor Store:** Full bar, beer, seltzers, spirits – everything a liquor store sells, we sell too.
5. **Service Provider:** Memberships, Lessons, League management – we are selling and servicing all at once.
6. **Rental Car Agency (but worse):** 75 carts for 18 holes, gas topped off, batteries charged, oil changed... Just to have them driven like bumper cars every round.
7. **Call Center:** Hundreds of calls a day. Tee times, questions, complaints, rain checks, lost head covers.. you name it.
8. **Farm Operator:** 125+ acres of land, every inch expected to be perfect. Industrial grade equipment and an irrigation system running daily, but our equipment must be precise on cutting heights.
9. **Road Crew:** Maintaining 10+ miles of paths because somehow, they always need fixing.
10. **E-Commerce Store:** Every product or registration in the pro shop, we can sell online too.

11. **Marketing Firm:** social media, email campaigns, drip campaigns, AdWords, brochures, website, digital ads, golf cart ads, highway signs, community relations.
12. **Recruiting & Training Firm:** And right now, in peak hiring season, we're trying to find 100-130 seasonal employees, train them, and make the magic happen.

Neitz finished up his example by explaining that running a golf course is hard and it is one of the most complex small to medium sized business models and yet River Oaks makes it work even when there are economic challenges.

2024 Year in Review

Mr. Neitz highlighted the 2024 Year in review:

- Invested – Capital Expenses (-\$256,027) Maintenance Equipment, Carpet and Chairs.
- Completed Irrigation System (2 loan payments made)
- Cash Reserve - \$194,130
- Hosted 253 Events
- Maintenance
 - Course Conditions – Positive Reviews
 - Brush Clearing
 - Cart Path Repairs
 - Tee Box #3

Neitz's analysis concluded by comparing the profitability of hosting large versus small events across different seasons. His findings highlighted the increased expenses and staffing difficulties associated with operating smaller events during the winter months. To illustrate this point, Neitz presented a graph demonstrating the financial advantage of hosting small events in the summer, a period characterized by greater staff availability and lower utility costs.

Neitz addressed comments and questions from the attendees and concluded his portion of the presentation and turned the presentation over to Parks and Recreation Director Zac Dockter.

Dockter's discussion focus was on the future business plan and the following objectives:

- Continued focus on innovative improvements for customer experience to capitalize on current success.
- Study ability to improve patio experience
- Interest in expansion of event center to achieve goal of a 240 person venue
- Further analysis on building connection or modifications if golf simulators are able to help business
- Concern about controlling expenditures to maintain profitability goals. Payroll, cart fleet purchase and cost of goods are immediate areas of concern.

Dockter reported that staff will incorporate an analysis of these discussion points into the 2026-2030 business plan for Council consideration later this year.

Next, City Administrator Jennifer Levitt provided a brief update on park projects and a finance review. Levitt presented the proposed plans for Denzer Park, Oltman Park, and Kingston Park, outlining the suggested features for each. Levitt then detailed some financing challenges staff were addressing for these proposed parks. Specifically, the Denzer Park project cost has increased from \$500,000 to approximately \$700,000, and the Norhart development, a significant funding source for Denzer Park, is currently stalled. Furthermore, splitting the Oltman Park improvements into a two-year project is not cost-effective, and grant funds must be fully utilized by June

2026. Levitt also noted that several Capital Improvement Plan (CIP) projects still require funding, including Still Ponds, Roberts Lake Neighborhood Development, Military Trailhead, and East Ravine Neighborhood Park.

Levitt presented Council with three options for their consideration. The Council selected the option that involves delaying the Denzer Park project, proceeding with the Oltman Park project, and postponing the Kingston Park project. The advantages of this decision include the ability to utilize a \$350,000 grant for Oltman Park, the potential to bond \$2 million for Oltman Park due to the delay of the Denzer Park project until the Norhart development progresses, the possibility of bonding and constructing Kingston Park in the same year, and providing both staff and Council with additional time to finalize decisions during the upcoming budget discussions.

The meeting was adjourned at 6:40 P.M.

These minutes serve as a summary of the key points discussed during the meeting. Minutes prepared by Tamara Anderson, City Clerk.



City Council Action Request

7.B.

Meeting Date	5/7/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-04-02)		
Staff Recommendation	Approve the April 2, 2025 City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-4-02 City Council Meeting</td></tr></table>	1.	2025-4-02 City Council Meeting
1.	2025-4-02 City Council Meeting		

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

April 2, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on April 2, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Tammy Anderson, City Clerk; Ryan Burfeind, Public Works Director; Zac Dockter, Parks and Recreation Director; Pete Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Gretchen Larson, Economic Development Director; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Phil Jents, Communication Manager; Sam Pierret, Senior Planner.

4. OPEN FORUM

Mayor Bailey opened the Open Forum.

Bonnie Matter, 6649 Inskip Avenue South, Cottage Grove, said hello Mayor and Council Members, thank you very much. I am here tonight because I attended the March 24th Planning Commission meeting, and at that meeting, we were told that the Planning Commission would no longer be hearing Environmental Assessment Worksheets or Environmental Impact Statements. I was very concerned when I heard that, I think that this type of information is very important, not only for the community, but for the residents, it helps protect the community and the residents. So, what I would like to know is who made that decision, when was the decision made, where was the discussion held, who was in the room when the decision was made, and what are the reasons for not keeping the Planning Commission involved in the environmental assessment process. Thank you.

Mayor Bailey told Ms. Matter that the City would get back to her with the answers to her questions, and thanked her.

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

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. World Autism Month Proclamation

Staff Recommendation: Proclaim April 2025 as World Autism Month.

Mayor Bailey stated I've asked Council Member Olsen to read that proclamation; once we're done, I'll look for a motion and a second to approve.

Council Member Olsen thanked Mayor Bailey and said you are correct, April is always World Autism Month. It's always an honor for me to be able to read this proclamation from the City of Cottage Grove, as it's an issue that's very near and dear to my family with my son being on the Autism Spectrum, and I'm grateful for the opportunity. He proceeded to read aloud the proclamation.

Mayor Bailey thanked Council Member Olsen for reading that proclamation; it's always an important one that we have every year and that we like to recognize within our community.

Motion by Council Member Olsen to accept the proclamation that is declaring April 2025 World Autism Month; second by Council Member Garza. Motion carried: 5-0.

B. National Volunteer Month Proclamation

Staff Recommendation: Proclaim April 2025 as National Volunteer Month.

Mayor Bailey said he's asked Council Member Clausen to read that proclamation.

Council Member Clausen thanked Mayor Bailey and said, as a matter of fact, our Volunteer Banquet is coming up on April 17th. There are many volunteers that run many organizations; I mean, just think of the food shelves, the churches, in our own City, all of our commissioners are volunteers. So, I'm happy to read this proclamation for National Volunteer Month, which he read aloud.

Mayor Bailey thanked Council Member Clausen, and said once again, we all truly appreciate all the volunteers, whether they're on commissions, or just somebody who's picking up trash; there's a gentleman who's waving at cars as they're passing by Norris Square. So, that's very, very, very cool.

Motion by Council Member Clausen to adopt April 2025 as National Volunteer Month; second by Council Member Thiede. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the March 5, 2025 Special City Council Meeting Minutes.
- B. Approve the March 5, 2025 Regular City Council Meeting Minutes.
- C. Approve the March 19, 2025 Special City Council Meeting Minutes.
- D. Approve the March 19, 2025 Regular City Council Meeting Minutes.
- E. Accept and place on file the minutes from the February 24, 2025 Planning Commission Meeting.
- F. Authorize issuance of a temporary intoxicating liquor license to Kaitlyn Mary Tobritzhofer on behalf of the Cottage Grove Lions Club for Strawberry Fest on June 20th and 21st, 2025.
- G. Authorize issuance of a temporary intoxicating liquor license to Zac Dockter on behalf of the St. Paul Park Lions Club for Strawberry Fest on June 20th and June 21st, 2025.
- H. Authorize issuance of a single-occasion gambling permit to Carrie Lynn Kopischke and Jacqueline Marie Larson on behalf of the Phoenix Residence to conduct a raffle at River Oaks Golf Course (11099 South Highway 61, Cottage Grove, MN 55016) on June 9, 2025, from 12:30 p.m. to 6:00 p.m.
- I. Approve the renewals of the workers compensation and package policies with the League of MN Cities Insurance Trust for the 2025-2026 policy period in the amount of \$1,347,293..
- J. Approve the issuance of rental licenses to the properties listed in the attached table.

- K. Authorize the Public Safety Department (Fire Division) to apply for the Spark Good Grant offered through the Walmart Foundation.
- L. Approve the Professional Services Agreement between the City of Cottage Grove and Fitch and Associates to complete a Standards of Cover/Community Risk Assessment for the cost for \$49,995..
- M. Authorize Construction Manager as Adviser AIA C132 contract with Kraus-Anderson for construction of the Kingston Park building project.
- N. Authorize staff to apply for the Metropolitan Council Community Tree Planting Grant in the amount of \$75,000.
- O. Authorize Resolution 2025-038 awarding the 2025 Tree Planting Contract to Hoffman & McNamara Nursery and Landscape in the amount of \$43,180 for the material and labor to install 100 boulevard trees and authorize the service agreement between Hoffman & McNamara Nursery and Landscape and the City of Cottage Grove.
- P. Adopt Resolution 2025-037 awarding the 2025 Stump Grinding Contract to Anderson Stump Grinding & Restoration in the amount of \$3.10 per linear inch and authorize the service agreement between Anderson Stump Grinding & Restoration and the City of Cottage Grove.
- Q. Adopt Resolution 2025-044 approving the plans and specifications and authoring bidding for the Intermediate Zone Water Treatment Plant Project.
- R. Approve the Right-To-Enter agreements to allow soil boring work to be completed for Ravine Parkway from 85th Street to 70th Street, with minor modifications by the City Attorney.
- S. Approve Resolution 2025-047 authorizing the final payment for the Summer Landing 4th Addition Project to Northern Lines Contracting in the amount of \$45,725.80.
- T. Adopt Resolution 2025-053 in support of the County Road 74 Improvement Project.
- U. 1) Adopt Resolution 2025-040 approving the Mississippi Landing 2nd Addition Final Plat, which is an approximate 15.06-acre residential development with 80 single-family lots. 2) Approve the Mississippi Landing 2nd Addition Development Agreement with Rachel Development, Inc. and authorize execution of all easements, deeds, and agreements required for the plat and project. 3) Adopt Resolution 2025-041 approving the Mississippi Landing 2nd Addition Development Plans dated January 27, 2025, prepared by Alliant Engineering, and as modified by request of the City Engineer.
- V. Approve the Award of Commissioners for Parcel 17 and authorize payment.

None of the Council Members wished to pull any Items on the Consent Agenda for further comment and/or discussion.

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

Mayor Bailey said for anybody who was here for anything on the Consent calendar, they've all been approved.

8. APPROVE DISBURSEMENTS

- A. Approve disbursements for the period of 3-14-2025 through 3-27-2025 in the amount of \$3,172,571.63.

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

9. PUBLIC HEARINGS

- A. HAWTHORNE PINES 2ND ADDITION - EASEMENT VACATION & BOUNDARY LINE ADJUSTMENT

Staff Recommendation: 1) Hold the Public Hearing and Adopt Resolution 2025-045 vacating, rescinding, terminating, and releasing certain easements pertaining to real property within the City of Cottage Grove. 2) Adopt Resolution 2025-046 approving the boundary line adjustment and the drainage and utility easement as proposed on Lots 3 and 4, Block 4, Hawthorne Pines 2nd Addition.

Mayor Bailey said this item looks fairly simple, and Emily Schmitz, our Community Development Director, is going to take us through this.

Director Schmitz said good evening to the Mayor and Council. Yes, hopefully this is quite simple. Hawthorne Pines is that development up in the northwest corner of our community, off of 65th. Pulte has been working in there for a handful of years. They've come across this very unique situation where a lot line needs to be tweaked just a bit to ensure that we're maintaining that 15 feet total between our buildings on each lot line; so, as you can see, a new lot line is shifted about 2.5 feet. In order to do that, we do also need to vacate that standard, do a new easement that we have on either side of our property lines, that we can shift that, and then, of course, enact a new, do a new easement on either side of that new property line, so it would be a paper easement but exists nonetheless and serve the same purpose.

So, with that, I will leave the recommendation before you to hold that Public Hearing, and it is two separate recommendations this evening.

Mayor Bailey said that sounds good, and asked if Council had any questions on this; none were asked.

Mayor Bailey opened the Public Hearing. No one spoke. Mayor Bailey closed the Public Hearing.

Motion by Council Member Olsen to Adopt Resolution 2025-045 vacating, rescinding, terminating, and releasing certain easements pertaining to real property within the City of Cottage Grove; second by Council Member Clausen. Motion carried: 5-0.

Motion by Council Member Thiede to Adopt Resolution 2025-046 approving the boundary line adjustment and the drainage and utility easement as proposed on Lots 3 and 4, Block 4, Hawthorne Pines 2nd Addition; second by Council Member Garza. Motion carried: 5-0.

Mayor Bailey thanked Director Schmitz.

10. BID AWARDS

A. HIGH ZONE RAW WATER MAIN PROJECT

Staff Recommendation: Adopt Resolution 2025-039, awarding the High Zone Raw Water Main Project to A-1 Excavating, LLC, in the amount of \$5,134,648.

Mayor Bailey said Ryan Burfeind, Public Works Director, will speak on this project.

Director Burfeind said thank you, Mayor, and Members of the Council. So, we took bids for this project on Thursday, March 20, a couple weeks ago.

Just for a quick reminder and overview, this is a 3M Settlement project that's going to install a new Water Main across the northern part of the City, down to where our Intermediate Zone Water Treatment Plant is going to be; so, it's going to connect Well 11, which is at Highlands Park, across from the splash pad, and then Well 12, which is up in Sunnyhill Park, up in the Pine Cliff neighborhood. So, largely, it'll be a 16-inch Water Main, and we call it a Raw Water Main because it's going to have that untreated water from Wells 11 and 12 routed down to the new treatment plant, and then it'll get pumped back up to this area of the City. Like I said, it is nearly all funded through the 3M Settlement project; in the memo, there was a small amount of funds that'll City because they're not

relevant to the 3M Settlement part. With this project, the trail in Pine Tree Valley is going to get torn up, but not the little connectors to the neighborhoods, but we do want those to be replaced as well, so, that's a City cost that we have dedicated funding for that. We also have some Sanitary Sewer lining that we'd like to have done because there's some Sanitary Sewer lining necessary for the High Zone Raw Water Main, so while we have the contractor, let's not pay the additional mow charges, let's get that lining done, and that's paid for by the Sanitary Sewer Utility Fund. Then there's a little bit of oversizing that's not Settlement eligible for a future well really close to the plant itself, that's paid for out of the Water Area Fund, so that is in the memo for the Council.

When we took bids, we had actually five companies bid on the project; you can see all five were under the Engineer's Estimate, which it's good to be well under, obviously, but it was a little surprising to have all five under. I will say, in terms of the estimate, that was based on real numbers with our consultant, SCH, as they are doing some other similar projects for the 3M Settlement, like in Woodbury and some other communities that took actually took bids earlier this winter. That's actually what a lot of this was based off of, and we actually saw much more favorable bids. I don't know if it was tariff concerns back then that alleviated when we bid, it's hard to explain, but with the pretty tight bidding we don't have concerns that there were things missed by the low bidder or any issues like that. So, we are comfortable with the bids, and A-1 Excavating, they've done work as a sub on some other projects in town; they also were the general contractor, prime contractor, when we extended the Water Main to the Granada Avenue neighborhood in 2020, so, we do have direct work experience with them as well.

With that, the recommendation is on the screen, and I'll stand for any questions.

Mayor Bailey asked if Council had any questions for Ryan on this topic; none were asked.

Motion by Council Member Garza to Adopt Resolution 2025-039, awarding the High Zone Raw Water Main Project to A-1 Excavating, LLC, in the amount of \$5,134,648; second by Council Member Thiede. Motion carried: 5-0.

B. 2025 MILL AND OVERLAY - BID AWARD

Staff Recommendation: Adopt Resolution 2025-052 awarding the 2025 Mill and Overlay and Hardwood Court Intersection Improvements to Northwest Asphalt, Inc. for the base bid amount plus the Alternate for a total of \$1,845,575.90.

Mayor Bailey said Ryan will speak about this one, too.

Director Burfeind said Mayor, Members of the Council, so this one we took bids on last Thursday, March 27. Just as a reminder again on this project, there are two scopes to it: Part of it is the Mill and Overlay, which will be Hardwood Avenue from 80th to 70th, and you can see there's a little section by the new apartments that was left out, that was Mill and Overlaid when the turn lanes were installed just a few years ago, so that's not necessary to redo that work. So, there's a little gap left out on Hardwood. We also did in purple with the Base Bid a lot of the Timber Ridge neighborhood, north of 70th Street, and we always like with these Mill and Overlays, we have a dedicated funding source with the Roadway Maintenance Fund; so, we like to make sure we're maximizing that, so we like to have an Alternate that if we do get good pricing, we can award it because we have that dedicated funding for this work, that was in green, the Pine Arbor neighborhood.

There's also the new signal at Hardwood Court, I know there was some discussion when we authorized bids, just talking about why that's going in; we're anticipating more growth, more development and redevelopment in that area, so that is to manage that growth. Also, a lot of the signal justification was actually the sight lines, and as traffic has increased over the years, there's actually a higher accident rate to that intersection, above what you'd expect at that similar intersection in the Statewide average; so, that also went into that justification. We did a lot of very close, detailed review, to make sure we're not creating a new East Point and Jamaica; I think it can feel like those intersections at 80th and Hardwood Court are really close, but it is actually about double the distance with half the traffic level. We looked at full buildout of the City with actually higher, intense uses than we'd maybe ever see, and even with that, we didn't have stacking issues. So, I just want Council to be aware that was a big effort to make sure that these signals were going to work really well together.

In terms of the bid results, if Council remembers with the Pavement Management Project, we saw asphalt pricing quite a bit lower than what the suppliers were anticipating. When we estimate these asphalt projects, our team does a lot of work with the suppliers over the winter, what's pricing going to look like in the coming season, and it's just quite a bit lower than what we were hearing back then. We saw that on Pavement Management, and we saw that again here with our bidding. You can see we had five bids, it probably looks like very similar contractors that we had in the Pavement Management project, but there's a different low bid for this project, Northwest Asphalt, Incorporated. They've done many projects throughout the years in Cottage Grove on our Pavement Managements, on our Mill and Overlays, so very comfortable with their work. With the good bids for the Base Bid and Alternate, we are recommending awarding the Alternate tonight as well, so we can make sure we're maximizing those Mill and Overlay Funds for 2025.

Director Burfeind said with that, the recommendation's on the screen.

Mayor Bailey said I have one question, but asked Council if they had questions.

Council Member Garza said all right, thank you for the presentation. Just a quick question on the signal that's going in down there: So, is that in anticipation of when the apartments and the other builds that were going to be doing down that way, too?

Director Burfeind replied yes, that's correct, Mayor and Council Member Garza. So, we do look at all of the pending development and potential redevelopment when we do that signal justification.

Council Member Garza asked now, will that signal be on like right away, like is it going to be installed in the next like few months?

Director Burfeind replied in terms of schedule, there's a little bit of lead time on those. So, what's nice about this intersection, there's not a lot of reconstruction. If you remember like 95th and Jamaica, we had to do a lot of work; here, it's pretty much just putting the signals up, but there is quite a lead time, so it could be more into the Fall. Once we get the contractor on board, they'll give us a hard schedule. So, all that Mill and Overlay work and everything will be done, and they'll pour like the bases, do all the head ramps, and then once the signals arrive, they'll put those up; and it'll stay operating the same way it does now, as a side-stop intersection, until the signals are here.

Council Member Garza replied okay, thank you. I wondered if that would cause a delay for traffic for people that would be going down that road and there's not as much traffic just yet, so.

Director Burfeind said that's a good question, Council Member Garza. So, because it is a signal, we can actually time it accordingly; the timing now will probably be a little more based on Hardwood, and then as things redevelop and change, we always actually every year analyze our signals and look at the timing and should we tweak it based on new traffic patterns and new development.

Council Member Garza said thank you, I appreciate it.

Mayor Bailey said so, two questions, which is a little piggyback on what Council Member Garza just mentioned. So, I know eventually we're going to redo 80th Street, right? When you do that with this other new signal system that's going in there, will that be kind of incorporated, if you will, into whatever the signal at 80th is doing, so it's kind of a through process, if you know what I mean; so, there's not as much stacking, especially if there's redevelopment in there.

Director Burfeind replied yep, that's correct, Mr. Mayor. So, we will in the 80th Street project, we'll redo Hardwood and 80th Street, we're putting dual lefts in, and then they will be connected, so they'll be timed together; so, that way they can make sure traffic's continuing to flow and further, just make sure we're not having any issues between the two signals.

Mayor Bailey said okay, and then my only other question, I know what it is, and I'll say it; so, when you're showing the picture of the area that we're going to do, there's obviously a portion of Hardwood that is not done, and I know that it's not going to be done because it got redone with the apartments going in there. Do you have any concern with a thump or something, you know what I'm saying, where it's not going to be smooth? I just want to make sure it's smooth, because I know we had them replace it, remember? Because when they first put the one in, it wasn't good at all.

Council Member Thiede said the fact that you've got trucks working on both sides of them and doing work and everything else, whether it'll actually damage any of that.

Mayor Bailey said yeah, I just want to make sure that it's going to be a smooth transition with that gap in the middle, so.

Director Burfeind replied nope, that's a good question, Mr. Mayor; so, you're right, when it was first done, it was actually two different paving companies with two different projects in a smaller apartment. It did not meet our standards and not just at the transition, but the entire thing; so, that was redone, and we actually had and my first time pull a letter of credit, redo it with our own contractor, so its much better. You're right, at the transition points, we do have standards that they have to meet to make sure there's not that thump when we do meet. I will admit we did discuss the benefits vs. the cons of just Milling right through it, but given what that extra cost would've been, it really felt better used on roads that needed the Mill and Overlay; and then just really making sure we're working with our contractor to have a correct, smooth transition when we're all done.

Council Member Thiede said just real quick, so is there something in the proposal that requires to make sure that the contractor doesn't degrade that portion, like all of a sudden having grooves where water will sit?

Council Member Garza said or even matching, so that, I mean, it's a parkway; so, when you're driving along, you want to keep the look of it.

Director Burfeind replied so, for both those questions: 1) Drainage: There are no concerns about the amount of traffic that that road gets loaded with on a daily basis, the little bit of their trucks driving over, no concerns with rutting or anything like that because it is an arterial roadway, a very thick pavement mat. 2) But the transition, that's 100% what we have to work with them on; any time we have a project, that's something we look at; but even though it feels different, if you think about like an East Point and Jamaica, that project had like 13 different phases with 13 different paving efforts. I think I would say you drive through there, and I don't think you notice. So, even though that was all done within two years, it really is very similar. So, we want to just work and have that same effort, and that is clear in our spec in how tight they have to be with the transition for it.

Council Member Olsen said first of all, congratulations on the bidding environment, it's nice for us to be able to get ahead a little bit. As you know, I'm a huge fan of the Mill and Overlay, my neighborhood was the first one to get done, and it is still just fantastic; it's such a great program, particularly because we don't have to assess anybody. So, I'm really grateful that we got a favorable bidding environment this year and that we're able to do some additional areas as an Alternate. My question for you is this: In terms of the communication with the residents in Pine Arbor, have we kind of thought through a communication plan for those folks? Because it's a little different when you're in the neighborhood vs. just on Hardwood; you know, finding alternate parking for them for that period of time, etc., and these guys tend to work pretty quick, but I'm just wondering if we've already kind of put a communication plan together or if we're working on that?

Director Burfeind replied yep, Mr. Mayor, Council Member Olsen, so, each year with the Mill and Overlay, we develop I think a really nice, detailed flyer that we do. For these, we actually just have them done like for a Neighborhood Meeting because it is, in general, such a low impact because we're not getting down to the gravel base, it's really quick; they Mill out one day, and then just a little bit later, because we're not doing concrete curb or other things like that, so we are prepped and ready. We wanted to get bids to see what it would be, and after tonight, we'll send that mailing out, it's a nice front-and-back sheet, it's got the project website info, our inspector contact information on there; that's ready to go and go out to the entire project area. We have a little bit extra information for the folks at the signal, just so they have a little more detail on what's happening with the signal as well.

Council Member Olsen replied and you know, for whatever it's worth, we visit that neighborhood often during Night to Unite each year, and just a tremendous level of support for the City and what have you; but one item of note is that we do have some snowbirds there, you know, retirees who maybe travel extensively, they may take long trips and stuff, so if we can just put that little extra ounce of effort into the communication piece, I think they would appreciate it.

Director Burfeind replied yep, certainly.

Mayor Bailey asked if there were any other questions; none were asked. He thanked Ryan, said there was more on that than you thought, I think. Director Burfeind replied no, it's all good.

Motion by Council Member Olsen to Adopt Resolution 2025-052 awarding the 2025 Mill and Overlay and Hardwood Court Intersection Improvements to Northwest Asphalt, Inc. for the Base Bid amount plus the Alternate for a total of \$1,845,575.90; second by Council Member Garza. Motion carried: 5-0.

11. REGULAR AGENDA

A. KWIK TRIP - CONDITIONAL USE PERMIT, SITE PLAN REVIEW, AND VARIANCE

Staff Recommendation: 1) Adopt Resolution 2025-043 to approve the Conditional Use Permit for a Kwik Trip convenience store to be located on 95th Street South. 2) Adopt Resolution 2025-042 to approve the Site Plan Review and Variance to the minimum side yard setback for a parking area and drive lanes. 3) Approve the Development Agreement with Kwik Trip, Inc. and authorize execution of all agreements required for the project as outlined in the Development Agreement.

Mayor Bailey said Samantha Pierret, our Senior Planner, is going to take us through this, and welcomed her.

Senior Planner Pierret replied thank you, good evening Mr. Mayor and members of the Council. So, Kwik Trip has applied for a Conditional Use Permit (CUP), Site Plan Review, and one Variance for a property at the intersection of Jamaica and 95th Street. The property is currently zoned I-1, which is General Industrial, and they are proposing to do a convenience store with a traditional fuel canopy and a commercial diesel canopy. The proposed site does comply with all of our City Zoning Code items, including setbacks, height restrictions, architectural materials, landscaping requirements, as well as parking requirements. The applicant anticipates hiring 25-to-30 new employees to operate the store 24 hours a day, 7 days a week. The site will be accessed via three driveways, off of 95th Street; these will provide access for larger trucks and traditional passenger vehicles. Access will also be retained to the City's Compost Site, currently operated by Rumpca, through the applicant's property, and an agreement for that is included in your packet for approval tonight. A right-turn lane will also be installed on 95th Street to facilitate traffic moving to northbound Jamaica Avenue.

The applicant has also applied for one Variance for a zero lot line setback for their parking/driving lane, to be 22 feet wide, 300 feet long, onto City-owned property to the east. There is also an agreement in the packet for this encroachment for your consideration this evening. The Variance was requested due to the restricted buildable area on the site, the required driveway setbacks and driveway widths to accommodate those larger trucks coming in and out. It should also be noted that three overhead light poles will also be installed in that encroachment.

So, with all of that, there are three recommendations on the screen for your consideration tonight, and I will stand for any questions.

Mayor Bailey asked Council if they had any questions for Samantha; none were asked. Mayor Bailey thanked Samantha.

Mayor Bailey asked if there was anybody in the audience from Kwik Trip and if they had anything that they would like to add. She replied no, and Mayor Bailey asked if they were all good, which was confirmed.

Motion by Council Member Thiede to Adopt Resolution 2025-043 to approve the Conditional Use Permit for a Kwik Trip convenience store to be located on 95th Street South; second by Council Member Clausen. Motion carried: 5-0.

Motion by Council Member Garza to Adopt Resolution 2025-042 to approve the Site Plan Review and Variance to the minimum side yard setback for a parking area and drive lanes; second by Council Member Thiede. Motion carried: 5-0.

Motion by Council Member Clausen to approve the Development Agreement with Kwik Trip, Inc. and authorize execution of all agreements required for the project as outlined in the Development Agreement; second by Council Member Olsen. Motion carried: 5-0.

Mayor Bailey said so, we're finally on our way. Now, I will ask one question now that we're done with that, timing. Have you heard anything yet? If you want to come up and share with us, I know our public has been, it is a hot topic town.

Lisa Watson, with Kwik Trip, 9900 Dell Ridge Road, Bloomington, Minnesota, replied timing wise, we don't have it yet, totally a set-down date. So, our Gantt Chart moves a lot, just recently I saw some projects move off, and so, some more are going to get added on. So, I'd like to be able to come back to Council when I have a little better idea of what that timing looks like.

Mayor Bailey replied perfect, and whether or not you come back to us or you share it with staff, that would be good because then we can share it amongst ourselves and let the public know when they're finally going to see you break down on that new building.

Lisa Watson replied, yeah, perfect, thank you.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said I have nothing to add tonight, Mayor, thank you.

Council Member Olsen said I'm just going to talk a little bit tonight about a couple of upcoming events that are not on our calendar of upcoming events, so that the public is aware:

First of all, our friends at Basic Needs are holding their annual Fashion for a Cause Gala this year on the 10th of April at River Oaks, I believe that starts at 5 o'clock. The event goes to support all of the various charitable contributions that Basic Needs makes to the South Washington County Community, but in particular, the Basic Needs Food Shelf, where people are eligible to come in if they're facing food insecurity; without any charge at all, they are able to find some healthy food that they can take home to feed themselves and their family. So, if you have not already bought a ticket, you can go to the Basic Needs website or their Facebook page, and there's a link right there for you to buy a ticket; again, April 10th, Fashion for a Cause, at River Oaks, starting at 5 o'clock.

Additionally, we're getting to that time of year where the Easter Bunny is going to come and visit Cottage Grove, and our Cottage Grove Lions Club, as we do each year, will be holding our Easter Bunny Breakfast at the Cottage Grove VFW on April 13, from 8:00 a.m. to noon. The cost to attend is \$12 for adults, \$8 for kids; that includes your meal (milk/juice, coffee, and other drinks for people), and we're also going to be giving away several different prizes, including bikes and scooters for the kids. There is no cost to enter; when you pay your \$8 fee for your child, they're automatically entered into the drawing for the bikes and the scooters. So, come enjoy a little bit of breakfast and a lot of fun with the Easter Bunny, you can get your picture taken with the bunny if you'd like. Again, April 13th at the Cottage Grove VFW from 8:00 a.m. to noon. All proceeds go, of course, to the Cottage Grove Lions, which is a nonprofit that supports various different endeavors throughout the Cottage Grove community and the local area. So, we'll look forward to seeing you there. With that, Mayor, I'll turn it back to you.

Council Member Thiede said I don't have too much. As I usually do, I'll mention the Strawberry Fest's next meeting is next Monday, April 7, at 6:00 p.m., at Carbone's; we always enjoy having people from the community come in and see what it's all about and see if there's ways they can assist and help out.

Mayor Bailey said fantastic, it's hard to believe that's coming up sooner and sooner; it's already April, for crying out loud. Council Member Thiede replied I know, right?

Council Member Garza said I will give another plug for the Basic Needs Fashion Show, I'm actually walking in the Fashion Show, so I'm really excited. They have some awesome fashions to be had, and they are very reasonable; they are designer fashions, they just have a lot of really great stuff down there, so if you haven't gone to Basic Needs, I'd say get down there and check out their stuff, they have some good stuff.

Also, River Oaks is in full swing with their Fish Fry; we actually had dinner there tonight, and it was amazing. So, I would say if you are looking to have a really spectacular Fish Fry, get down to River Oaks Friday night; they suggest making a reservation, it seems like it's getting pretty packed, they're having a full house, so we'd love to see you come and check us out.

Council Member Thiede said the white fish entrée that we had tonight, I don't remember the name of it, but it was very good. Council Member Garza said it was amazing, there's a new chef down there, and it's really good. So, if you haven't had a chance, get down there and eat, but that's all I have.

Mayor Bailey said it's funny, we're all looking at each other; it was good, but we don't know what it was. It was Bronzini; it was very good and it's on the menu for Friday night. Council Member Thiede said Bronzini and it wasn't even brown color, it was all white.

Mayor Bailey said the only item I had for just the general public to share this evening is I had the opportunity today to do our first podcast that you're going to be seeing. So, we're always looking for new ways to engage the public, and one of the things that I brought up earlier, like in December, when Phil joined us, is to do more communication type things to the public in various means. So, today, we taped our first podcast, which will be released in the very near future; and I had the opportunity to be their first guest, if you will, and I say their because Phil and Emily both were there, so we had a great time, it was amazing. I just would share with you, Council, if you get the invite or staff, if you get the invite, to be part of it, you're going to love it. It's fun to banter and just talk differently, if you will, and learn about positions and people. Some of the questions that were sent to me or put to me, I got to answer, and a couple of them were like, what, you did that? So, I just wanted to make a nice plug that it's going to be cool, so I encourage you to listen to it when it does come out.

With that, we do have two workshops this evening, one of which is open to the public, and that's Twin City Land Development, which is a concept of the Tank property; and then we do have a closed workshop right after that, for which obviously the public cannot be present, pursuant to Minnesota Statute 13D.05, Subd. 3(c), to develop offers for the purchase of property. So, it's basically a property acquisition possibility that the City is looking at doing.

So, with that, Council will be heading into the Training Room, so anybody in the audience that wants to sit in is welcome to do so. We'll be adjourning this meeting later. Thank you.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. TWIN CITY LAND DEVELOPMENT - TANK PROPERTY CONCEPT WORKSHOP

Staff Recommendation: Receive information from Twin City Land Development on their proposed concept plan on land east of Keats Avenue and south of 70th Street and provide comment and feedback on their proposal.

Mayor Bailey said we'll go ahead and get the workshop started, which is open to the public, regarding Twin City Land Development, which is a concept for the Tank Property. I guess I'm going to first kick it off to Emily, and then she can introduce our guests.

Director Schmitz said Mayor and Council, good evening, we welcome Twin City Land, who has about 146 acres of the Tank property and Brier property, I'll include that in there, under contract, and so they've been working on a concept for that particular site. They're looking at a variety of different products, lot widths, and I'm trying to keep you kind of informed as we work through that process; they're at a point where they'd like to share and have that discussion with you to get a little bit of feedback on those lot widths and some products that they are proposing within this particular development.

So, Alyssa Armstrong with Alliant is here with us, and Ben Schmidt with Twin City Land are both here to share some more details, and obviously, answer any questions that you might have about their proposal.

Mayor Bailey said sounds good. Welcome, we'll let you get started.

Ben replied thank you. Mayor and Council Members, we appreciate this opportunity with Twin City Land Development. I feel like I haven't done this in a while, but I don't know what, I feel a little out of sorts, I don't know why, maybe just I think a lot of cities have gone to shutting people like me out a little bit. So, that was before, I really appreciate this. So, yes, we've got a portion of the Tank property under contract, which includes the Brier property in the middle. I think what I'll do because really any questions you already may have asked, I'll give a little overview of what we've been looking at and how we got to where we did, in terms of our Concept Plan, and then I'll be willing to answer questions now.

So, the original red is the area that we've got under contract, and really from a Concept Plan perspective, in some ways we didn't have a lot of flexibility because we've got a couple of things that are in place: The Met Council's got a big easement that comes through here, there's a gas line that comes through here that's got a big easement, and a Stormwater easement with an original Stormwater pipe that comes through here. So, we really have just a couple nodes that we can work with. And then, from your Comprehensive Plan perspective, and Melissa will correct me if I've got it wrong, but essentially, this area is all guided as medium density, a little bit of high density here, and then some low density throughout here. And when we looked at that, we wanted to kind of again, based on some of the things that we had to deal with in terms of the easement, we wanted to rejigger it a little bit, still in keeping overall with what you would have expected from density. So, we added it all together, you'd say we're just under 5 units to the acre, and that's what we've got in our plan. And what we did is we really took kind of this high density area here and slid it over here, and we're treating it more like a medium density; the rationale for that in our perspective was just this being a busier road, we like the idea of having medium density up against it. We've got that kind of ponding here, and we're really kind of taking development and starting with a higher-density area of the road; and as we get towards what is going to be ponding, I think ultimately you've got a Comprehensive Plan for a pretty big park in this area, when you go from a medium density along to a low density as we move towards that park. So, that was what kind of guided us. We also recognize, you know, we've got touchdown points here and here that are benched, and so we want to work within that to come up with our plan.

Really, what we've got, we have, everyone kind of calls everything a little bit different, but we call this our urban townhomes, which is front door's on one side, garage door's on another. So, we've got a stack of those in here. This we call suburban townhomes, front door on the same side as the garage door, and I'm going to save this one for a second. And then we've got kind of standard single-family 65'-wide lot, so like you have in many areas of the City.

This area in purple is a little bit different, not something you have in the City, not something that is in a lot of places in the metro, but in a few places; what we've got here are really kind of a townhome that's split apart. So, we've got a 28'-wide single-family lot that has a 20'-wide house on it. So, that 20'-wide house really is kind of the same size as a townhome. Why do we have it? It's a different product type. I mean, in terms of the square footage, you know, it's a lot like a townhome, but by being split apart, I don't share a wall with my neighbor. I don't have to worry about their noises and their smells and things like that; and it allows us to get windows on the side, so that oasis becomes a little different feel, it feels like a house and you get some more light in there. It is something that again we've seen in Maple Grove, they did a number of them. We've got a builder.

I didn't tell you anything about us: We're a developer only; like I said, I'm a little rusty. We are not a builder. We just develop lots. The negative is we can't tell you today, at this Concept Plan, exactly what this townhouse is going to look like. The positive is we get to find the right builder for the right spot; so, we're not going to just plug what we want to do, we'll go find a builder and plug him or her into the right spot.

And so these houses, we're waiting for the builder, David Weekley Homes, and they built these in Maple Grove, I think they also did some in Rosemount, and they had a good success with them. Again, if you get the price down, not as cheap as a townhome, but more akin to a townhome, but yet it feels like a single-family home. And for us, what we want to see, you know, if you did all of this as one product type, it's a lot of the same product, which I think is: A) Going to slow down our absorption; B) It doesn't provide different housing types for different people; and C) It just really isn't going to look very good; I mean, it's going to be just too much of the same thing.

And, so, that's why we wanted to have some different products, that's between the urban townhomes, suburban townhomes, and then this idea of these kind of detached townhome, if you will.

Ben said that kind of covers everything. Again, we recognize, you know, we've got to have this extension here, our Purchase Agreement kind of comes down to this red line; it doesn't include this area because we know we've got

to have that, but purposely, the Tanks as the sellers really wanted this to kind of be their southerly or northerly boundary to what they're retaining. Ultimately, I mean, do I want to assume they're going to sell this and develop that as well, yes; but they want to kind of have a hard line as part of the family still resides on the parcel, but recognize that we'll buy this piece as well, but that's why there isn't any development surrounding that, it really is just going to be an access road to get us there. When this southerly area develops, then it'll be part of that.

We do have plans, I think this is a high point, and so it's a natural spot for a future water tower, and that is planned as park space, and see with these ponds in terms of they're the natural low point, and that is really why they are where they are. So, in some ways, although we'd like to take great credit for coming up with a great concept, in some ways, it's kind of dictated to us with the different easements that are running through there, the low points and the high points. But at the end of the day, I feel really good about what we're putting forth in terms of differentiation of product type, different housing types for different people at different stages in life. We do have this easement that runs through here; we're proposing a trail that goes across that, so we have a nice regional trail that ultimately gets the north-south connectivity. And then we also, throughout these medium-density areas, we've got areas where we opened it up; we've got common space in the middle, private common space for the people that live there, but then we're running trails through the area, kind of east and west, to get people out to this more regional trail, if you will. We certainly feel connectivity in any of our developments being important, but this space is especially important, given the fact that we anticipate there'll be some kind of regional park in this area.

I talked about the Comprehensive Plan, and kind of how we fit in. Your Zoning Ordinance, I would say, which will help me, from a zoning perspective, we just kind of fit within your ordinance, our two townhouse sites fit within your ordinance. This bluish-purple area does not, you do not have something that would allow for that in your ordinance, that'll be something we'll have to request in some kind of PUD. We recognize that'll be kind of more controversial, just because it isn't something that you're doing and it isn't something that's in your ordinance; we recognize it's a little bit different and I think it's going to be all right.

Maybe what we can do, let's show you just a couple pictures. There's a time, some of us in the room have had it, where you go from being, you thought you were trying to be a young and hip person in the room; and then one day you turn around and you're like gees, I'm the old guy, I don't know what this technology is, and that's where I'm at.

So, as I talked about high density here, we really just kind of took this high density, moved it over here; you know, we can agree or disagree, but the rationale for it was up against the road. Now, you know, when I'm talking with staff, they brought the point of like, well, are you worried about having low density up against some high-density area? And we think just the way this land use is likely to come together, we think there's going to be some natural buffer there. So, I'm not worried about that, I think it makes a nice transition.

Okay, here, these are renderings, not actual photos. I think we do have some actual photos, but these renderings are legitimate in terms of this is what they look like. So, again, 28'-wide lot, 20'-foot wide house, so you've got 4' on each side, so 8' between buildings. It's dense, right? But it does meet part of our challenge with some of these areas is trying to meet the Comprehensive Plan medium density and still trying to have a product type that appeals, though; you know, with you as the City, we as the Seller, and people who are going to buy. And, so, that's why I like this again, it's just something a little bit different.

Council Member Thiede asked can we ask questions as you go through this? Ben replied for sure.

Council Member Thiede said so, the first thing, I'm an industrial engineer, so part of me is the efficiency and so forth, and I see that as, you know, kind of like you wouldn't, nobody'd use that space in between the houses. So, it's kind of wasted space. Also, I think you tend to find that people don't like to be able to, if they look out that window, I mean they get light, but all they can see is their neighbor. Now, the teenagers might like it because they can put a piece of wood across and just walk between the houses, but you know, so, I'm wondering if skylights. Personally, I thought when I looked at that was yeah, you could get the townhome, you could get a little bit even maybe a little bit bigger building; you might put a little bit more soundproofing between them so that you can kind of have that separate building. Maybe there's some other, like I say, other skylights or something to bring some of that outside light into some of those rooms, even light pipes or things of that nature in the construction. Maybe the light pipes can even come through that sound deadening type of area or something like that. So, just at least

personally, it's some feedback; I wasn't sure I really liked that. I don't mind, you know, kind of the rowhome type of look in the right spot, you know? That area seemed kind of big for some of that rowhome type of aspect, but anyway, so just some feedback.

Council Member Garza said just to piggyback off of what he's saying, in regards to these homes, so actually the ones that you're speaking of in Maple Grove and other places, I've seen these actually in action; and these are really a good model for first-time homebuyers and for beginning families because a lot of first-time homebuyers and beginning families, they don't want that townhouse, like you said. They don't want to be attached to other people, but they enjoy this look, and these things sell pretty fast, they're going quick. But they like this look because they get that single-family feel. They are really close, like you said. That buffer in between, I've seen a lot of like nice-colored trees, and the windows are offset of one another, so, they're not looking over into each other's like windows or anything. So, it is a pretty good layout. They are tight, but the other thing that consumers really like about these is that they have the HOA that does their lawn and their upkeep and all of these things, especially, again, for that first-time homebuyer or that beginning family. They're not ready, you know, for all of the tools and stuff that you need to have for a home. These are actually a really good product right now, they're underneath that big single family, and they're not that townhouse that people are like, ugh, you know, they don't want to be connected. So, it's a good product, I can tell you that.

Council Member Clausen on the east side of approximately County Road 19, I know its a south road, what is the driver for a person probably in that row of homes looking at? Are they going to see the front door, or are they going to see the back, or what's the transition from the house to the road?

Ben replied great question, and the answer is a little bit of both. So, we look at our, again what we call our urban townhomes where we've got the front door on one side, garage on the other; this is the private road where the garages are. So, when you're driving down this road, on these you are going to see the front of the house, so you're going to see the front door. Conversely, when you come here, the garage door and the front door is on the same side, so on these you're going to see the back of the house, the back yard. And, again, what I liked was a little bit of variety, I mean, this is a fair number of units in this area; again, not over dense, it meets what you're looking for, but it is a fair number of units. That's why we want to see some variety, so it didn't just feel like a sea of the same thing, be it front door or back. And, so, that's why we have the two different townhome styles.

Council Member Clausen said I'd like to add onto that. So, and then I'm going to call it the alley, the road between the garages; yeah, there, right there, exactly. How wide is that going to be? Is there going to be resident parking on that road or no parking? Is that going to be your road or a City road?

Ben said we've got these all as private streets, right? Alyssa replied what you're pointing at is a private road, yeah, but parking will be included in the preliminary plat; so, some guest parking area could maybe.

Council Member Clausen said thank you.

Ben said as well as there will be, each unit would have a driveway going in their garage; so, of course, two cars in the garage, they will fit two cars on the driveway. No street parking in terms of like going up and down the street, but yes, as Alyssa said, there will be some areas where there'd be additional guest parking space.

Council Member Clausen replied okay, thank you.

Council Member Olsen asked would you please go back to the original slide that had the little colors for each little neighborhood. I know you mentioned one of your challenges here is how to efficiently use the property, taking into consideration all of the challenges that are there. How many different drawings did you have to go through before you kind of landed on this? Because as I'm looking at it, it doesn't really make sense to me. There's a little bit of this and a little bit of that, but it's almost like we're trying to put square pegs into round holes just to make it fit, as opposed to other drawings and developments that we have in town where it seems to flow a little more effectively. So, I'm wondering, like did you just land on this, you know, the first time through, or have you guys noodled on it for a while?

Ben replied, no, we've certainly, we've been working on this for, I don't know, four months maybe. We've had meetings with City staff, not a hundred of them, but we've had meetings with City staff. So, I don't know what plan

this is, but it's probably mid-teens, in terms of different plans. More importantly, I guess, tell me what doesn't feel like it fits.

Council Member Olsen replied well, so you have the smaller homes, I would call those single-family homes, kind of tucked into two different townhome developments; and I know you're trying to hit a certain density number, but you probably would find that it makes more sense, or at least to me it would make more sense, if we were a little more consistent throughout the property. So, for example, those single-family homes, I assume those are slab-on-grade, right, there's no basement?

Ben asked here? Council Member Olsen replied yes. Ben replied likely, they'll be slab-on-grade, yes.

Council Member Olsen said okay, so, I mean, you know, we've got villa homes, and I know that that builder, because I looked at his website, at some of his stuff that he's built; you know, he does some different carriage homes, villa homes they call them, that seem like it might fit better. Or if you just went with an all-townhome concept plan that maybe fit a little better; you know, I'd be curious what staff thinks because obviously they work with this far more than we do, but it just seems like one of these things doesn't belong here, and it's that, to me, so. Mayor, do you have a thought?

Mayor Bailey replied yeah. Well, I have one other question on the green part that you had talked about before. Just for my clarity, so, the garages would be within each unit; so, when you talked about not the orange, but in the green, so the garages are with the homes up there, right?

Ben replied yes.

Mayor Bailey said so, there isn't a separate garage. I thought the way you were talking there'd be separate garages on the south, okay. So, you would have garages facing the internal street, and then the entrance, if you will, on County Road 19, and then you kind of flip it on the bottom part? Ben replied yes.

My, you know, we've done, as you may or may not be aware of, we have spent many, many, many years on this East Ravine project, right? Trying to massage it and try to figure out how we can make things work. I don't necessarily have a concern about you shifting the density piece, the higher density down, maybe to the other corner; I don't see that as a big, big issue. I just don't feel those homes in that purple, it just doesn't feel right for me for what we've envisioned for this particular area.

Council Member Thiede said that's what I've been saying with the red, you know, those.

Mayor Bailey replied well, whether it's red, whether it's a villa, whether you do something different from a density standpoint, I mean, I appreciate you trying to bring in a product that's different, right? And what is intriguing to me a little bit about it is the lower price point. I just don't see it here, and that's, I'm just going to tell you. I saw a couple of the pictures that you had provided, there was one, and I actually showed it to my wife, and it was one from Maple Grove, and to me, it just looked too plain; to me, it looks like a mobile home with an upstairs, and I just don't feel it, not that one. The rest of it and how you've got it laid out, I can work with that. I just would like to see something different in the purple; that's just me, Council, for my two cents.

Council Member Thiede asked where is the actual gas line there? Ben replied the gas line runs right through here.

Ben said and I appreciate everyone's comments. Again, we acknowledge this would be the one thing that was a little bit different, right?

Mayor Bailey replied yep.

Ben said one of the things that I'd like to, just for the heck of it, look at, and this is why I see it differently than you do; now, that doesn't mean one of us is right and one of us is wrong, we just have a difference of opinion. So, one of our challenges was kind of what you're talking about, which is my concern was if we end up with all townhomes, and we can change that area to townhomes, right? I mean, it fits the medium density, we can make that work. We can sell them, it works. My concern with just having too much of the same thing is from a streetscape perspective; and so, this is a streetscape of those detached houses, right? And what I like is they kind of move up and down, some are taller, some are shorter, they can all kind of be different. When we get to the townhomes, although truth be told, this is a good-looking townhome, right? I mean, it's got a lot of articulation, a lot of variation within that elevation, this is a good-looking townhome, too, but it certainly begins to feel a little more like they're all kind of the same; and that was my concern from the City's perspective and a little bit from

ours, we have to sell them. Just when we get to the number of units, if we get too many that are all the same, I was concerned about that. At the end of the day, we're not going to die on the heel of these 28' lots, right? If you as the City say we just don't like those, we want townhomes in there, then that's what we'll do. We wanted to at least bring the idea, say is this something that you find interesting? Is it something that, you know, do you share some of our concern over just having too many townhomes in that area that kind of look the same and a way to break it up. If you don't have that concern and frankly, feel the opposite, then I'm okay with that, too. But that was our rationale for what's that streetscape going to look like?

And that is why, just to go back to this for a second, just to make sure we're all with that, it is why again, if we looked at what is along this road, you know, to have some variation, to have a couple different types of townhomes; so, as we're driving down that road or walking down the trail, it doesn't seem like it just goes on forever of kind of the same thing. We just want to see some variety out there. Now, obviously, this is kind of tucked in the middle of it, somewhat purposeful, right? I mean, somewhat purposeful in terms of a transition between larger single-family homes and townhomes. Am I overly worried about that? No, again, we've got a natural break here, and an unnatural break here in terms of where that gas line is and, therefore, where we're going to put that trail.

So, what the consensus kind of the Council is, hey, we kind of like it, but we'd like to see this be something different, that's what we'll go back and look for, you know?

Council Member Olsen said just to staff, and again, I'm going to ask it, and I don't know if you are prepared at all to even discuss it; but if you think about some of the villa homes that we've seen in town or the carriage homes that we've seen in town, does it feel like those could potentially be an alternative to this, or any thoughts on what we might do differently?

Director Schmitz replied Mayor, Members of the Council, one of the things that I'll probably have to take you back in time, north of 65th Street, the Silverwood development, they're an 85' lot, remember? The issues we had when the adjacent development had 65' lots. Where I think you're going to struggle with this is single-family lots are backing up to 28' lots; so, one single-family lot has got like three homes in their back yard. Typically, you don't necessarily always make that break in the rear yard, especially looking at such a drastic difference in product. Typically, you'd maybe try to break that up with a road vs. rear yards. I know they're trying to do it with the corridor, but with the gas easement, you're probably going to struggle with land, to be able to get that difference. You know, we've also done a substantial amount of berming; I don't necessarily see how that is going to incorporate there, you know, when we look at it, right, we try to create a neighborhood feel, you know? How do you create a neighborhood? And that's, you know, more curvilinear roadway, it's more open space; how do you provide the connectivity, how do you make those natural transitions? I think I struggle with this plan because I don't think it provides that creativity, that open space, how those all come together; it feels like we're just trying to get the most efficient lot layout to get the most amount of units, and not what creates a neighborhood feel.

So, I think we also have to be cautious of what do we do with that north, right? If we go back to what's the zoning task, I think we need to be careful about that and to be sensitive of how we do that. Because a lot of times we do try to create, you know, variations in berming and landscaping. And with some of the challenges that they have, I think we need to get a little more creative.

Council Member Thiede said yeah, and anything in there, might be like he's saying, some areas where that would be challenging, maybe down closer to Highway 61 and 10 or somewhere in that area or something like that.

Council Member Garza said you know, I don't know, but if you go down this road, Woodbury, like when you cross over to Woodbury, Woodbury has all of that mix, like he's talking about right now are the different looks; they have the garages on one side, and you see people's back yards going down the road, so it's a total mixture from Woodbury coming up to Cottage Grove. And then this, you know, mix that they're proposing, it's a good mix. I know that you guys are impartial about the single townhomes, but I promise you, and maybe our staff can get us numbers or something, but they are really a hot commodity, especially in a growing City. And we aren't growing so much with so many expected families coming in here, I think that is a way to get families in a home that they can afford without having to go into a townhouse. So, by providing those types of options, whether we like the look or

not, maybe you could figure out another way to make it work, but I do think it's a good opportunity for our younger families. So, that's my two cents.

Administrator Levitt said and then, Mayor and Council, just a reminder that Settlers Bluff, I think it was a 5' and 5' for a 10' setback between homes, and this is an 8'; so, you know, we dealt with the additional fire kind of challenges between those. So, that's really the narrowest we've gone between homes is 10', this proposal is 8'.

Council Member Olsen said and the reason I ask the questions I asked about the villa homes and the carriage homes is because first of all, the price point is lower on those than on these, and second of all, you get a little bit more of that separation, right? And it seems like it's a little bit, to your point, Jennifer, a little more neighborhood feel, but you know, I mean, I'm certainly flexible and open to any other suggestions, but again, I go back to it just doesn't feel like it fits properly.

Council Member Garza said the only thing I can say about the villa homes and the carriage homes, they're more set for retired people, it's more for someone who wants a one-level home that they're not having to go up. So, I think it's a good opportunity, but again, because our community is growing and because we have so many new families coming, I think we really need to think more about the new families because we're already thinking about our existing community by building our retirement homes and all of these things. But really looking out for the new families that want to get over here and not go to Woodbury and say hey, we want to live in Cottage Grove, this would give them an opportunity.

Council Member Clausen said the Settlers Ridge also has, that's down on 100th and Hadley, that area filled up and sold out very, very, very fast, so there's a demand for that sort of home.

Council Member Thiede asked and what's the demographic in this, though? Council Member Clausen replied young families. Council Member Garza agreed, and Mayor Bailey also said it is. Council Member Thiede said it's young families? Mayor Bailey said there's actually a good mix over there, but there is a lot of young families because we hear the people that live over there talk about, you know, how many kinds are at Pine Hill and how many now have to go to Pullman; it's pretty significant, and it's because there is a lot of children in there.

Administrator Levitt said and Mayor and Members of the Council, you'll remember, too, the Maxfield Research that we had in the Housing Study really indicated we were also in need of some active-adult housing, that was the market, that was also a need in our community as well. So, if we could find a little bit of way to create that, that'd probably be helpful as well.

Mayor Bailey said yeah, it's interesting, and I'll just throw this out to you guys, and you can take it however you want: Literally, figuratively, I have an older family, you know who I'm talking about, and a brand new young family who are both looking for a home that has like an association with a community, they're pushing for a community pool. So, I'm just sharing with you I have both ends of the spectrum, and enough so where the one individual was looking like up in Lake Elmo, and they're lifelong residents of Cottage Grove. So, I'm trying to also, not just because of those two, but I just find it ironic in the last month, and then now we get to see your project proposal, and I'm thinking gees, is that it, something we really, I mean, we have one, Calarosa, and they're sold out. I just share that with you, is that's something that I'm hearing. Unfortunately, in Cottage Grove, we don't have a Community Center or a community pool, if you will; so, having maybe that option or something, and I don't know if that fits like within that area, but I just wanted to give you some ideas of at least what I'm hearing internally about some of the things that people are looking for.

Ben replied yeah, it's interesting, the community pool is something we've done in some neighborhoods, not a lot. I've kind of been not against it, part of my issue is we get this increase of cost, right? Now, they've got their HOA dues to take care of that, and it just all adds up and gets more challenging. Now, in this case, we've got a number of units that we can potentially spread it across, so that way that cost can be a little more reasonable for people; so, I think that's good feedback. We certainly hadn't put that off the table, we don't have it in there, but it's something that we can absolutely consider.

Council Member Thiede said we can make a Lake. Council Member Olsen said yeah, there you go, and Mayor Bailey said you never know. Council Member Garza said that's a really good idea.

Council Member Olsen asked Ben, is that helpful?

Ben replied yeah, I think it is helpful. I mean, one of the things we've done to balance a little bit, I don't remember where all the numbers are, is just you've got, you know, one of our challenges sometimes; I'll just bet on this one more so than some others we work on, where we've got a Zoning Ordinance that's typically trying to depress density, and we've got a Comprehensive Plan that comes from the Met Council that's trying to increase it, and we've got to try and find the middle, right? And, so, one of the things that I think we have to do here is we're trying to, sometimes the developer gets a little bit of a bad rap because it sounds like we want more density, and generally, there's some truth to that, of course. I mean, if there's more units, it hopefully works out better. But we also do have the Met Council saying we've got to have density, and if we don't have it in this spot, as it's slated, it's got to go someplace else. So, that was part of why didn't we, did we consider, do we have a plan that had what I'll call villa homes? I mean, like I say, they're called 10 different things, did we have a plan that had some villa homes through here? We did, and they were 40'-and-50' lots; the challenge becomes meeting the minimum density requirement, and that's part of why we did this change. Part of it was also, I mean, the fact of the matter is, that villa home in today's day and age doesn't turn out to be a heck of a lot cheaper than this house, some cheaper, and our rule was to it as you mentioned, our rule was to try and get these houses to be affordable. And one of the challenges we have, it's funny, oftentimes, there's different degrees of education, and by education I don't mean school, but if you haven't bought a house recently, you maybe aren't quite as familiar with what the prices are. I mean, even for me, I'm in the business, and I get woken up every day, and so people will say, well, these aren't even more affordable; and I'm like, yep, and then I tell them the price, and they say, well, that doesn't sound more affordable, but in today's day and age it is, right? I mean, the fact of the matter is a house today that sits on this lot is going to be in the \$600Ks, you know, I mean, it just is, which is kind of shocking sometimes. So, our goal is to try and get houses in here that start with a 4 in front of them, which is a lot harder than it should be, maybe, and a lot harder as we speak.

And, so, that's why we ended up here, but certainly, based on the feedback, we're going to go back and revisit some of those different plans and figure out, and maybe the answer is a combination of a couple of things, right? Maybe it's breaking this up and having some villas in here and having some more townhomes, that might be the answer. Again, it's trying to meet kind of these density minimums, fit within the ordinance, have different products that can sell at different prices, and that's a little bit of the art of it, and certainly, we don't get it right every time, and we don't get it right the first time. But, yeah, we certainly appreciate the feedback, and we'll go back and revisit a couple of these areas. I think what I heard, generally, is no one's got heartburn over the kind of the mix of what we've got out there, the fact that there's townhomes and there's single family, and kind of the layout, given again some of the constraints that we're dealing with, with the different easements. I heard a little bit of talk about hey, some parts of this don't feel like a neighborhood, and again, maybe some things we can look at, maybe the community pool becomes part of that as well, right? Maybe that becomes our, a bit of our focal gathering spot, if you will; so, yeah, good conversation for us to take back, but we certainly appreciate the comments, it helps us a lot.

Council Member Thiede said so, it seems like we're running into the zoning or the density being a really restrictive thing, and I don't think it's that restrictive, is it?

Director Schmitz replied so, when we looked at the units they're proposing vs. the acres, right? And we thought we have to do some kind of average density; so, if you go back to the Land Use, we've got some high guided, we've got some medium, and we've got some low. So, we kind of looked at the big picture and said, okay, this particular area, technically, can support I think it's about 1,200 units when you take the high and medium; but we averaged it over, and when we averaged where they're at right now, again, this is rough math, of 4.68 units per acre. So, that is on the low end when you look at the area of high and medium density over here. So, they're teetering, but I think they found a middle ground.

Mayor Bailey asked so, then if you, because obviously they're in their project that they're talking about, what within that mix would be categorized as high? Those single?

Director Schmitz replied none of it, none of it; but when we look at the high, we take into consideration what that density could be, up to that 30 units per acre.

Mayor Bailey said I see. So, when you're talking about, you know, what we're trying to do from a City standpoint vs. what the Met Council wants, and you are correct, they want more density. To your point, what I was looking at, and I'm just throwing it out there, when you look; to me, when I'm thinking high density, I'm thinking more of some type of apartment complex, right? And, as you know, in our, eventually where that commercial area is up there, eventually, you know, our goal has always been, which I hope it would be in this case, too, with all these neighborhoods is walkable; getting, you know, put the density near the commercial, walkable ability to get there. It's kind of what's been going on down by Kohl's, you know, in that area, and eventually Shoppes at Cottage View, and the Langdon Village area. So, I mean, I'm not personally against you taking, you know, some of that area that you were talking about originally; I know you shifted things, and I don't dislike what you did, but if you guys are going hey, you know, I really probably need to add some more density, I'm telling you then maybe you do take an area and you go we're going to put apartments or something in there. I'm just giving you options for that, just because if that's going to help you with your density or for the Met Council density thing, I'm fine with that.

Council Member Thiede said and I mean, they've got one piece of that bigger piece, and the overall bigger piece is what actually has to meet the overall requirement; so, if we do have that higher density outside of the area they bought, you know, I mean, in the end you add it all up, so, in that one area they bought, they.

Director Schmitz replied yep, and that's why we talked about the average, right? Spreading that across, and so when we look at, you know.

Council Member Thiede said yes, it's spreading across that whole section from 70th all the way down to 80th.

Director Schmitz replied we're not taking into account anything north of that dashed, dotted line, but we take the acres of the high density, which in this case, as you know, is about 10 acres, right? And then we say you plan to have 30 units per acre in the high-density piece of property, that gives you the total units. But that's why it's important to the Met Council; if we spread it out, that works, too, right, because we're meeting that average.

Mayor Bailey said in the long run, because it's not necessarily going to be, if it was high density, it wouldn't have to be on this parcel.

Director Schmitz replied right.

Mayor Bailey said if they said, hey, we're going to go with more medium vs. high?

Director Schmitz said if you recall, down south of 100th, the Zywiec 40, as we called it, right, we transferred some density in a different way to obey the density.

Council Member Olsen asked if you look down at Mississippi Landing, at the Capstone development, what's your density around there, do you know?

Director Schmitz replied we did an average of Mississippi Landing as well, right? So, we saved, but then there's no way it's above 4, overall, right? Because there were larger lots that offset the multiple smaller lots.

Mayor Bailey said the tighter ones, yeah, and Director Schmitz agreed.

Council Member Olsen said because those homes, at least what Capstone is building, they're a little tighter, right? Director Schmitz replied yep. Council Member Olsen said and I think they're running in the \$370s, something like that down there, so, I'm just curious if it was apples to apples or not. Director Schmitz said right.

Council Member Garza asked and you said your minimum starting point is at \$400K?

Ben replied no, not necessarily; we don't have it all figured out. I just know that getting a house to start with a \$3 in front of it is very hard. Capstone, we sell them a lot, they do a nice job, I know there's tradeoffs, right? There's tradeoffs in what they provide to get down to that number. But it's just, it is hard, I mean, in today's day and age, it is hard to get houses, and it's nearly impossible to get it with a \$3 in front of it; Capstone has a few, and not too many, all right? They get up to about \$400K. But they have some houses that start in the \$400Ks; that really allows us to reach down into people that maybe aren't first-time homebuyers, but early homebuyers, right, the early families. And I just think that's so important, I mean, when you start talking about \$600K, I mean, that's, you need real income.

Council Member Garza said it's similar to the Lennar's that I believe are that slab-on-land, those ones start off at \$400K, you know? And theirs is no, you know, they're a box, they're a box; Council Member Olsen said they're basic. Council Member Garza replied yeah, so.

Ben said it's hard. Council Member Garza said but they're selling them, so; Ben said yeah, because it's what people can afford. Council Member Olsen said it's because the price is right, yeah. Ben said that's exactly right.

Council Member Olsen said well, thanks for sharing all that with us.

Ben replied well, yeah, thank you for the opportunity to come and talk and to listen. So, we'll go back and do some work, and we'll work with staff, and we'll work with a few different concepts.

Mayor Bailey said that would be really great, thank you for doing that.

Alyssa said and I think, too, what you might have to get is kind of lot specific, too; so, you know, we haven't added the details of the trails and the sidewalks and landscaping, and I think that will also and how that all makes the neighborhood feel. And that's all to come, but before we do that, it's important to get everybody's feedback, so.

Mayor Bailey replied no, we appreciate that, thank you. Ben said thank you. Mayor Bailey said hopefully, you didn't feel we beat you up badly.

Ben replied not at all; I mean, candidly, it's what we want, right? What we don't want to hear is it seems fine, and then we come with a programmed plat, and then the questions come out, right?

Council Member Olsen said yeah, I mean, we want the same thing, right? We want it to end up being a very nice end product.

Mayor Bailey said one last question from me, real quick, before we move to our next meeting: On those smaller homes, I know you guys had said they're up in Maple Grove, and I think you said there's also some down in Rosemount?

Ben replied I think there's some in Rosemount, I believe that Weekley did some there as well. I'll have to double check that, but that is what we were informed.

Mayor Bailey asked can you do that? Because not that I wouldn't drive up to Maple Grove and look at them, but I'm interested. Ben said Rosemount's easier. Mayor Bailey said it's just that I'm interested.

Council Member Olsen said but we like to drive by; Ben replied yeah.

Mayor Bailey said I've done, as a matter of fact on some of those Capstones and such, I went up to Ramsey because I was concerned about how tight their homes were going to be; and after going through the neighborhoods and talking to some of the people up in Ramsey, I was like okay, it makes sense, right? So, I just want to make sure there's more to it, you know what I'm saying? Ben replied, yeah, for sure. Mayor Bailey said so, I like to go physically see it myself.

Ben replied for sure, we can provide that to staff. Mayor Bailey said that would be great, thank you.

14. WORKSHOPS - CLOSED TO PUBLIC

A. CLOSED MEETING - PROPERTY ACQUISITION

Staff Recommendation: Closed session pursuant to Minnesota Statute 13D.05, Subd. 3(c) to develop offers for the purchase of property at PID #11.027.21.41.0001 & PID #11.027.21.12.0003.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 8:44 p.m.
Motion carried: 5-0.

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



City Council Action Request

7.C.

Meeting Date 5/7/2025

Department Administration

Agenda Category Action Item

Title City Council Regular Meeting Minutes (2025-04-16)

Staff Recommendation Approve the April 16, 2025, Regular Meeting Minutes.

Budget Implication

Attachments

1.	2025-4-16 City Council Meeting
----	--------------------------------

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

April 16, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on April 16, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Tammy Anderson, City Clerk; Ryan Burfeind, Public Works Director; Zac Dockter, Parks and Recreation Director; Pete Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Gretchen Larson, Economic Development Director; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Sam Pierret, Senior Planner; Jon Pritchard, Fire Chief; Phil Jents, Communication Manager; Greg Rinzel, Public Safety Captain.

4. OPEN FORUM

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

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. Spring Cleanup Presentation

Staff Recommendation: Receive Public Works Spring Cleanup Presentation.

Mayor Bailey said our Public Works Director, Ryan Burfeind, will speak about this year's Public Works Spring Cleanup, and welcomed Ryan.

Director Burfeind said thank you, Mayor, and Members of the Council. You also have the flyer in front of you tonight, so on Saturday, May 3, always the first Saturday in May, we have a Spring Cleanup; I'm here a little early talking about it because we won't have a Council Meeting until May 7. It's real similar to other years, down at the Public Works facility on West Point Douglas Road, right across Highway 61 from Target. We take all manner of

things for you, either trash or recycling, and also other things like shredding that we do there. It's been several years, but I still like to mention the Hazardous Waste component, that went away four years ago now when Washington County doesn't come there anymore; they look for folks to go to the Environmental Center in Woodbury, so that is something that we do not accept. Everything's on the screen here that we do accept, and prices are very similar to last year, we're able to maintain those as we have good vendors that we work with to do that. I always like to mention that a lot of people like to come early, so, we'll have a line all the way down to the roundabout early on; I think people like to get about their day, but if you do want to come later, it's a lot quieter, so I'd say by 10:00 or 11:00 a.m. the line has kind of worked its way through, and you can probably get through in 10 or 20 minutes after 11:00 a.m. That's just something I like to mention, and we are there, rain or shine, and I'm hoping it's more shine this year because last year it was about 40 degrees and raining the entire day. Some of the guys who have worked in Public Works for over 30 years said it was probably their coldest event that they've ever worked, but we were there the whole day and we made it work. So, yeah, come on down and bring your items.

Director Burfeind asked if there were any questions; none were asked.

Mayor Bailey said the only thing I'll just mention, Ryan, is I think it's pretty awesome that yeah, there are some fees for most items, but they're small; for example, for a car battery, it's free, and pretty much anything electronic, including microwave ovens or old TVs or such, and the only reason I'm bringing this up is the one thing we don't want to see is those out on the side of the garage or out in the back yard or something like that just collecting dust, so to speak. So, use this opportunity to kind of clean out your garage or the areas around your yard.

B. Arbor Day Proclamation

Staff Recommendation: Proclaim Friday, April 25, 2025, as Arbor Day in the City of Cottage Grove.

Director Burfeind said next week is Arbor Day, not just in Cottage Grove, but across the United States. So, we're talking about all those events we have for our 2025 Arbor Day celebration. It is actually an internationally recognized event, and we're really promoting the planting of trees, conservation, reforestation, both protecting everything that we have and planting new trees, both of those are a big part of what we do.

First is a volunteer tree planting event that we do each year: It will be next Tuesday, April 22, starting at 1:00 p.m., and it's in that trailway corridor, so that's the corridor where we've got the overhead power lines with a trail; it won't be under the power lines because we can't plant trees there, but near Imperial Street where it crosses through, that's where we'll be doing the planting event.

We also have a tree giveaway that we keep doing, that's always been extremely popular, and the way we started doing it during COVID really stuck, and we're continuing to do that. So, it's a drawing, it's out there on social media, there's a QR Code I know that people can use to put their name in the drawing for a bareroot tree through next Wednesday, April 23, at 8:00 a.m. We have 100 trees that we're giving away, and I think we usually get like 1,000 or more people entering, so I'd definitely put your name in and see if you can be the lucky one to get a tree. We actually deliver the trees to the homes at 7:00 a.m. and 12:00 p.m. on April 25, which is Arbor Day. So, that's always a great event.

When you think about kind of maintaining what we have, maintaining our forest, we'll do a buckthorn pickup. So, if you have buckthorn on your property and you remove it and bring it out to the edge of the Right-of-Way or the back of the curb, depending on what your street is like, we will pick it up for you next week. So, we do like to have folks call that in by Friday, April 18, so we can plan to do that pickup throughout the week next week.

With that, I do have the Arbor Day proclamation on the screen, and I'll stand for any questions.

Mayor Bailey said I'm going to ask one weird kind of question: Do you know what kind of trees we're giving away?

Director Burfeind replied I should probably know that, and I couldn't tell you off the top of my head, but that's probably a smart thing to know. He asked if someone else knew.

Council Member Olsen said I do believe they're more of an ornamental tree. Didn't you put it out on Facebook, though?

Someone said Blue Beech and Admiration Oak; Council Member Olsen said both of those sound absolutely fabulous, thank you.

Mayor Bailey thanked Ryan for the presentation, and he asked Council Member Thiede if he would go ahead and read the Arbor Day Proclamation.

Council Member Thiede replied I'd love to and proceeded to read aloud the Arbor Day Proclamation.

Motion by Council Member Thiede to proclaim Friday, April 25, 2025, as Arbor Day in the City of Cottage Grove; second by Council Member Clausen. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Receive the response to the City Council Open Forum inquiry on April 2, 2025.
- B. Approve the February 11, 2025, Economic Development and Convention & Visitors Bureau Joint Meeting Minutes.
- C. Approve the issuance of rental licenses to the properties listed in the attached table.
- D. Staff recommends the approval to implement this policy and establish governance structures that align AI deployment with public trust and City values.
- E. Receive information on the General Fund as of December 31, 2024.
- F. Adopt Resolution 2025-57, 2024 Budget Revisions.
- G. Approve Resolution 2025-56, Approving interfund transfers and closing funds.
- H. Approve Resolution 2025-055, Authorizing Write-offs of the EMS accounts receivable of \$4,742,890.
- I. Adopt Resolution 2025-58, authorizing the abatement of a Tall Weed Certification in the amount of \$334.81 for Parcel Identification Number 17.027.21.41.0063.
- J. Approve the 2025 Grant Agreement for Municipal Recycling Grant Distribution in the amount of \$59,016.00.
- K. Approve the one-year rental agreement with Midwest Machinery for a track loader for the amount of \$12,000.
- L. Authorize Resolution 2025-59 awarding the City Hall Fountain Renovation Project to Superior Landscape and Irrigation in the amount of \$14,877.63, and authorize the service agreement between Superior Landscape and Irrigation and the City of Cottage Grove.
- M. Adopt Resolution 2025-062 amending the scope of the 80th Street Reconstruction Project feasibility report to include East Point Douglas Road from 80th Street to the three-way intersection of East Point Douglas Road.
- N. Accept the Maxfield Research Comprehensive Housing Needs Study.
- O. 1) Adopt Resolution 2025-060 approving the amended Final Plat for Prairie Dunes. 2) Approve the First Amendment to the Prairie Dunes Development Agreement with Pulte Homes of Minnesota, LLC, and DRP Multistate P, LLC, with minor modifications as approved by the City Attorney.
- P. 1) Adopt Ordinance No. 1100 amending Title 11, Zoning Regulations. 2) Adopt Ordinance No. 1098 amending Title 12, Sign Regulations. 3) Adopt Ordinance No. 1099 amending Title 3, Business and License Regulations.
- Q. Declare surplus for fixed assets Belden Park (#100778) and Hardwood Park (#100781) and authorize disposal services agreement with Kids Around the World.
- R. Adopt Resolution 2025-064 approving the plans and specifications and authorize bidding for the Oltman Park Project.
- S. 1) Approve the Residential Smart Irrigation Controller Program Cooperative Agreement with SWWD. 2) Approve the work order from Water in Motion. 3) Approve the expenditures from the Water Utility Fund of up to \$96,000 to supplement the SWWD contribution of \$4,000 for the implementation of the 2025 Water Conservation Program.
- T. Approve the Agreement for Contractor Services and the Memorandum of Understanding and appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.
- U. Approve Agreement for Professional Services with Eckberg Lammers to create a Crisis Communications Plan for the City of Cottage Grove.

- V. Accept the Marathon Community Investment Programs grant in the amount of \$8,900.
- W. Approve the Hotel Leakage Study by HVC, LLC in an amount not to exceed \$13,300, plus approved expenses. Funding is approved and will come from the Economic Development budget.

Council Member Clausen wished to pull Item S, 2025 Water Conservation Program, SWWD Cooperative Agreement, and Water in Motion Work Order; Council Member Olsen wished to pull Item M, 80th Street Feasibility Report Scope Amendment; and Mayor Bailey pulled Item H, 2024 Ambulance Write-offs, for further discussion and/or approval.

Council Member Clausen said thanks, just very briefly, I just wanted to mention the City works in cooperation with the South Washington County Watershed District for a program every year, and one of the main things that we do is we help fund Smart irrigation controllers. That program is used every year and offers at reduced cost Smart irrigation controllers; I know when I installed mine, I saved thousands of gallons of water a year, and I want to especially reach out to anybody who's watching from HOAs. HOAs and businesses can take advantage of that and see what we can do and work with the South Washington County Watershed District to try to save some water.

Mayor Bailey replied there you go, and I also years ago got mine, and it definitely makes a difference, it's very good.

Council Member Olsen said thank you, mayor. I'm going to ask Director Burfeind from our Public Works team to step back up to the podium, if he doesn't mind. This is a bit of an update in what we're doing with the 80th Street Reconstruction Project, and I think it's important for people to understand not only what, but why, because this is really a big thing, and it's really going to benefit a lot of people. He asked Director Burfeind if he could take a few minutes and walk us through the change, please, Ryan.

Director Burfeind replied certainly. So, originally, in 2025, we had the 80th Street Reconstruction from Highway 61 to Ideal, that was that last stretch of 80th that we did, then we also had East Point Douglas Road, from Jamaica all the way up to well, where it makes the turn and then goes by Hy-Vee. As we talked at last year's Capital Improvement Plan (CIP), that was too much work in that area, so we moved East Point Douglas out to 2027; but that section of East Point Douglas that goes by Hy-Vee, just south of 80th Street down to that three-way stop kind of by Arby's, that we really do need to have done in 2026. There's just an efficiency, all those signals kind of interact together, but one of the things we're really working to do is right now, when you are going westbound on 80th Street, and you go south on East Point Douglas, a lane drops when you go to Hy-Vee. That's just what we had to do in 2017 with all the reconstruction, but we want to expand that: We want to have two through lanes and two left-turn lanes in, but with that, we have to do all that work at the same time. The feasibility report that Council initially authorized was specifically for 80th Street only, from Highway 61 to Ideal; so, we're just expanding that scope of the feasibility study a little bit to make sure we're including that section of East Point Douglas because that will be part of that overall project now and bid as one project.

Council Member Olsen said wonderful, and I think you get an economy of scale when you kind of do things like that, and the opportunity presented itself, and we took advantage of it. It certainly will make life a little easier for residents who use that intersection, which pretty much everybody who lives in town does. So, I appreciate the update, I think it's a really wise decision, and I'm grateful that you made the call to do that. Thank you.

Mayor Bailey said the last item, I just wanted to bring it up to the public, just for a heads up: So, every year, as I think most people realize, the City of Cottage Grove runs the ambulance service. So, we obviously make a point to have fantastic service, which we do, with a full array of tools, if you will, in the event that somebody's having a heart attack or something's going on. One of the challenges, though, that we're having and have had for the last I don't know how many years, is we end up having to write off a bunch of the ambulance bills, the accounts that we cannot get money back from. One of the big challenges that I will share with you is Medicare and Medicaid have a cap, it doesn't matter how much money it cost anybody, whether it's our ambulance service or somebody else's, it doesn't allow us to charge any more than a very specific number; frankly, it's like pennies on the dollar, it's just really ridiculous to be honest with you. We had been hoping that there was a study being done, federally, to relook at that formula because of the issue that I'm going to bring up to you, about writing off ambulance bills, is

happening nationwide. This is not just a Cottage Grove issue. But what I wanted to do is bring up to the public that as we run our own ambulance service, the amount of money that we will be approving to write off this evening, is \$4,742,890; and a big chunk of that is because of the amount of Medicare or Medicaid write-offs that we cannot go back after anybody to get that money back. Because the federal government was looking at doing a study, we were kind of hoping in a year or so that we can kind of keep things moving along and do the best we can with that big number; but with all the changes that are happening in Washington, D.C. right now, that study that they were doing has been stopped. So, what we have been doing is we as a City now are starting to reach out to our neighboring cities, as we have their coverage area, so currently, we are managing those areas. I thought I would just share with the public that when I mention the \$4,742,890, \$1,359,000 of that is what we're paying for as taxpayers of Cottage Grove, are expenses from those surrounding communities. For example, Newport's cost to us for write-offs is \$567,000, St. Paul Park is \$650,000, and Grey Cloud Township is \$142,000. You might go, oh, my gosh, this is just ridiculous, and I agree, it is ridiculous, but I also wanted to say that we're having conversations now with the mayors and staffs of those communities. So far, I would just say that two of the three communities have been very receptive in helping, not necessarily this whole dollar amount, especially not right now, but at least to help cover some of the losses, if you will, that we're taking in our ambulance service. I know this Council is very adamant about getting a program together with our surrounding communities to help pay for those costs that are being borne by the citizens of Cottage Grove in their taxes, for those other cities around us to be able to fund some of that, if not eventually maybe all of it. There are a couple other options that we can look at as a City when it comes to divvying out different cities to a different ambulance service if they're not willing to work with us; hopefully, that won't be the case, but that is an option that the Council would have the ability to do at some point in time. As I mentioned, two of the cities we've had meetings with so far have been very receptive and understand the excellent service that Cottage Grove provides. Lastly, I'll just share if we were to generally say we were going to cut off a city, so to speak, and give it to another ambulance service, the response time getting to an incident from an ambulance service that's not from Cottage Grove, is 20-to-30 minutes; and that might not necessarily have all the bells and whistles of the things that we do in lifesaving measures within our ambulance service. So, I want to bring it up to the public because we're starting this conversation, and you may hear more about that, especially as we're getting into the budget cycles and such. If you have questions, you can obviously reach out to myself or one of our staff members. Brenda Malinowski, our Finance Director, does an excellent job of tracking all the numbers and being able to literally give me these numbers tonight so I could share with you. We're just working to make sure that everybody is helping I'll say pay their fair share as we go forward.

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

8. APPROVE DISBURSEMENTS

- A. Approve disbursements for the period of 3-28-2025 through 4-10-2025 in the amount of \$2,067,537.18.

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS

- A. 2025 Denzer Park Project - Reject All Bids
Staff Recommendation: Adopt Resolution 2025-063, rejecting all bids submitted for the 2025 Denzer Park Project.

Director Burfeind said thank you, Mr. Mayor and Members of the Council, so we took bids on March 25, 2025, for this project, as the Council had approved plans and authorized bidding back on March 5.

Just a real quick discussion on where this park was, so this is down on the southwest corner of Cottage Grove, you can see it labeled here, just east of where we had that 40-acre Zywiec parcel where we realigned 103rd Street and Hadley Avenue last year. A couple things to call out, and of course, we're here talking about the rejection of bids that was discussed at the last Council Meeting, at the workshop, with specifically here, one of the major considerations was the Norhart property, where they actually had their permit in and withdrew that. Really, when you looked up the park dedication fees that was really going to have the funding source for this park, also the immediate use, right? You had that high-density product that was going to be using this park. There is some additional single-family residential to the south, Prairie Dunes, that's really just getting under construction, but you won't have really any people living in those homes until next year, at the earliest. So, looking at that and looking at all the other projects that are in the City with the Oltman Park Project, specifically, the direction at the last Council Meeting was to reject the bids at this time and revisit it as development continues in the area.

So, here are the bids that we received, that were discussed briefly at the last meeting. They did have a lot of interest in this project and we had good bid results; but as we discussed, it's just not the priority now, and we're shifting that to the Oltman Park Project, which also has a grant of \$350,000, so it's very important to complete that project and not lose that grant funding.

Tonight, the recommendation is before you for rejecting bids, and I'll stand for any questions.

Mayor Bailey asked Council if there were any questions, none were asked. Again, just for anybody that might be interested as Director Burfeind just shared, it isn't that we're not going to build this park, we're just going to wait for some development to happen over there; because we do capture park dedication money in those developments that will help pay for this park vs. just having a park kind of in the middle of nowhere with nobody really around it yet does not make sense. So, I think the Council and staff did a great job of coming up with this alternative.

Motion by Council Member Thiede to Adopt Resolution 2025-063, rejecting all bids submitted for the 2025 Denzer Park Project; second by Council Member Clausen. Motion carried: 5-0.

B. Public Works Shop Remodel

Staff Recommendation: Adopt Resolution 2025-054 awarding the Public Works Facility Mechanics Shop Remodel to Rochon Construction for the Base Bid amount plus the Alternate, for a total of \$298,915.

Director Burfeind said my last item for you tonight is we had bids taken last Thursday for our remodel of the shop area of Public Works.

Just looking really quick, here's kind of a rough diagram, but just to give you an idea of what we're doing, in this kind of light green, that's the existing shop with all the different hoists and places for our mechanics to work. On the bottom end is the existing wash bay, that's kind of the full area; it was designed as a pull-through wash bay, which we actually haven't used as a pull-through wash bay for many, many, many years just because of the way we store things and do different things. What we're looking at doing is with the addition of a fifth mechanic in the budget was also the expansion of the shop. So, in the orange-red colored area is where we're removing the wall between the shop and the wash bay, building a new wall to basically cut the wash bay in half, and then create this space for a new portable hoist. It's a hoist that someday, whenever we do move to a new building, we can take it with us, so that's a complete reusable item, no loss of investment there. And then a pretty, in general, for what we're trying to do, I'd say cost-effective way of looking at adding really usable space because there's a door on the end, so we have the overhead door to pull large trucks in. So, this portable hoist will handle any of our large equipment, all the way up to a tandem dump truck.

What we have is the total Engineer's Estimate combined, between the Base Bid and Alternate, was \$301,000. The reason I show it as combined is when we took this to Council the first time, we didn't show that item as an Alternate, that was for as long as we were in there, the actual lighting in the shop is not really up to currently what

you'd look for in standards for the lumen output level. That's been a serious kind of complaint issue in the shop for many, many, many years. So, we had that in the bid, but it's also a project that has a very tight funding source, right? So, we didn't want to have something, you know, we're a little high and then we had to reject the bids, right? So, we added that Alternate during the bidding process, we just kind of broke it out to have that separately.

We got eight bids, which is really great to see, and Rochon Corporation was the low bidder, and they were under that combined Engineer's Estimate that we had brought forth previously so we're happy with that. Specifically, because of the type of work this is, we haven't worked directly with these contractors; but our architect was Stantec in this case, and they had good familiarity with many of these contractors and specifically have worked with Rochon on other projects of other clients they have. So, that's something that we talked to them about just because we haven't specifically worked with these contractors.

Director Burfeind said and with that, the recommendation is before you.

Mayor Bailey asked the Council if there were any questions, none were asked.

Motion by Council Member Olsen to Adopt Resolution 2025-054 awarding the Public Works Facility Mechanics Shop Remodel to Rochon Construction for the Base Bid amount, plus the Alternate, for a total of \$298,915; second by Council Member Garza. Motion carried: 5-0.

Council Member Olsen said congratulations.

Director Burfeind replied thank you, and said we are very excited for this, this is a small project, but it really means a lot to the mechanics shop. So, we're very excited.

Mayor Bailey said fantastic.

11. REGULAR AGENDA

A. Leafline Labs - Conditional Use Permit

Staff Recommendation: Adopt Resolution 2025-061 rescinding prior Conditional Use Permit and Site Plan Resolutions and approving the Conditional Use Permit for a Medical Cannabis Combination Business at 8235 97th Street South.

Samantha Pierret, Senior Planner, said thank you, good evening, Mr. Mayor and Members of the Council. Leafline Labs has applied for a Conditional Use Permit to allow their operation on 97th Street to be licensed as a Medical Cannabis Combination Business with the State of Minnesota. The property is currently approximately 21.8 acres, Zoned I-1, General Industry; currently, they are using it for Medical Cannabis manufacturing, production, cultivation, and warehousing, which was permitted via a Conditional Use Permit in 2014 with Amendments in 2020 and 2022.

In 2023, the State of Minnesota legislature created an Adult Use Cannabis Marketplace and the Office of Cannabis Management (OCM). OCM will oversee and enforce Statute 342 and the licensing of cannabis businesses. In response to these changes, the City of Cottage Grove updated its ordinances for Adult Use Cannabis. At the State level, the Statute under which Leafline is currently operating will be repealed on December 1, 2025; and so to account for the State and Local changes, Leafline has applied as a Medical Cannabis Combination Business, and a new Conditional Use Permit must be approved to ensure they comply with the new City and State regulations.

They're not proposing any footprint changes or substantive changes to their operations at this time; the biggest change is going to be that their products will be allocated to the Medical and the Recreational Cannabis Marketplace. Any future building expansions or operational changes would require a new separate planning application to the City for review.

The OCM was tasked with rulemaking to establish the final State regulations governing Adult Use Cannabis; those were approved by the Administrative Law Judge on April 7, and will be official once they post it in the State Register. The Statute created 13 different license types, one of those being this Medical Combination License. The deadline for businesses to apply for consideration to OCM was March 14, 2025. OCM is now reviewing these

applications for compliance with their standards, and they will issue preliminary approvals after which the applicants have 18 months to finish the next steps, including: Obtaining local government approvals, finalizing their licensure with the State, and obtaining inspections from the OCM. As one of only two Medical Cannabis producers in the State of Minnesota, the applicant does not foresee any issues getting through the rest of this process.

In the City Code Title 11-4-18, Cannabis Use Performance Standards are included, and the applicant does meet these standards; buffers are also required from other cannabis businesses, schools, parks, daycares, things of that nature, and the property does exceed all of these setbacks.

The operation has been the subject of various odor complaints since the construction of the building expansion in 2022. The applicant hired Byers Scientific to analyze odor mitigation equipment and processes on site in February 2025. They toured the entire facility, identified odor mitigation measures that could be done in the future or taken at the present time. Leafline plans to do all of the immediate mitigation measures and to complete the long-term mitigation measures as orderly times allow for the facility.

There are also conditions included in the resolution related to odor mitigation. It is important to note that Condition #4 is an Odor Mitigation Plan that the City and the applicant will be working through; there's a 45-day timeline for them to get that into us, as staff.

The Recommendation is on the screen for your approval, and we'll stand for any questions. The applicant's representatives are also here tonight for any questions.

Mayor Bailey asked Council if anybody had any questions for Planner Pierret, none were asked.

Mayor Bailey asked if Leafline wanted to speak at all, and asked if she'd just state her name and address for the record.

Good Evening, my name is Carol Moss, I'm an attorney at Hellmuth & Johnson; lucky for you, I had dental work this afternoon, so I won't talk very long. Again, we appreciate the time that the Council has spent with us, and especially with the City staff and City Attorney, we've worked with them very closely. We are adamant that we are going to address all the concerns and work diligently to continue to be a good corporate citizen in the City of Cottage Grove.

I just would like to reiterate, I know it's been spoken of, but sometimes it gets lost in the translation, but our operations are not changing. Our products are not changing, our processing, our manufacturing, nothing is changing. All it is, is the end result, the products, can also be sold recreational or continue to be sold to medical patients. So, I just wanted to make sure that that was addressed, and that we are not changing anything.

We've already made all of the immediate remediation recommendations that the expert has told us, and already feel confident that odor mitigation has already started to improve. So, we're continuing to work with the staff to address all of the City's concerns, and if there's any questions, I'd be happy to answer any that you, the Council, may have.

Mayor Bailey said thank you, by the way, for working on those challenges. I have kind of maybe a weird question, so with the new process that you're going through with the State of Minnesota, heaven forbid, but let's say that you apply for this co-permit process they're doing, and let's say they don't give it to you. Does that mean you just continue to do medical marijuana?

Ms. Moss replied so, our current medical license is under Statute 152, and that expires on December 1. So, if for some freak reason, we aren't able to get a business combination, which I'm very confident we will, we'd be able to continue until December 1. That's obviously not what we want to do with our transitioning, and we have to because all of the rules and regulations that are in place will apply to cannabis businesses licensed under Chapter 342. So, in order to stay compliant, we need to switch our license.

Mayor Bailey replied perfect. And, obviously, I want you guys to be able to continue on, obviously, within Cottage Grove, and I think we've had an overall good relationship from the first time that we talked about getting this facility here in Cottage Grove. So, yeah, let's just make sure there; I know there's nothing you can do to make sure that that happens, but I just had to ask because I didn't know if there was a clause in there or something that if you're already doing something, if that was the case, but the answer is no.

Ms. Moss said as of December 1, the answer would be no, but we've been working with OCM, we've been very good stewards of the medical industry, and worked well with government regulators. So, I don't foresee any issues coming up.

Mayor Bailey replied fantastic.

Council Member Olsen said I had the opportunity to sit through the longer version of this presentation at the Planning Commission recently, and there were a couple of relevant points that I wanted to bring up, please correct me if I'm wrong. Relevant Point #1: In terms of your overall production capacity, nothing's changing, you're just reallocating what you're producing. Is that correct?

Ms. Moss replied correct. We are reallocating products that today are only sold to people registered in the medical program. Once we have everything in place and license in hand, those same products could be sold on the recreational market.

Council Member Olsen said perfect. And then #2, that I think a lot of people will be interested in hearing about, and I know the Planning Commission asked several questions about this: When Byers came into your facility, and they are known internationally for doing this kind of work, they came in with a standard; they said that the standard is X, I believe the number 7 was the standard, in terms of the degree to which you can either notice or not notice this odor within a certain square footage, essentially, your lot line. And they made several recommendations that you have already implemented, I believe, one of which was adding some new technology from scrubbers and those kinds of things. Can you just tell us just a smidge about how you work in conjunction with Byers and the science that they're using to make sure that you are meeting the standards that the public and the City are looking for with respect to odor mitigation?

Ms. Moss replied Council Member Olsen, I greatly appreciate that question, and my answer, I would have to say will be superficial on the science part. Council Member Olsen said understood, yeah.

Ms. Moss said but as it relates, so what you are talking about on the ratio of 7; so, that has to do with detection using a device that's called the nasal ranger. It is a device that we will be using, and it's outlined in the proposed CUP where a staff member of Leafline will be taking daily readings of odor; and there is a range and it has to do with the D/T, I can't remember exactly. So, 7 is considered the industry norm as to whether an obnoxious odor is detected. So, that is a reading that will be taken daily and is outlined in the CUP.

In addition, we are working with City staff that if there is an odor complaint from somebody within the City or somebody within the community, that we have a system in place so that information can be shared with us so that we may use it as a data point in order to rectify any odor issues. For example, if somebody says that I was driving and I got a whiff on Tuesday, that's probably very difficult for us to do anything with; but if we had a complaint that somebody was standing at this location at 6 o'clock, he stood there and it was a constant odor, once we get that information, we can have staff go out there immediately and detect it. That would then help us determine if there is an issue with our Odor Mitigation Plan. So, we are putting systems in place so that we could take immediate actions.

Regarding the filtration system that you mentioned, one of the slides talked about short-term and longer-term mitigation actions. Some of the short-term ones were things that we could do immediately and probably the biggest thing that we immediately did and has already showed improvement is Byers noticed that we had our rooftop units on economizer mode, and this allowed leakage of the air. That has been switched off, and so there were things that we could do immediately that could improve the odor leakage. Some of the things are going to take longer; we have been working with Byers on what those systems will take to get them, they are custom-built systems, and right now, we've been told at least 8-to-10 months to get those systems in place. There is probably going to be other issues that might delay that: We have tariffs, we probably may have supply-line issues. So, those longer terms, those longer remediations, we are not going to be able to get done in a short time, and that's one of the issues that we've been working very diligently with City staff is what can be done now vs. what can be done later. We are hopeful that the systems that we can get in place sooner rather than later will help rectify the issues, and those daily odor readings that we will be doing will help give the City data to understand if those systems are working, but that is something that is more long term than things that we can get done right now. So, we are doing quite a bit.

Council Member Olsen said my understanding was from listening to Mr. Byers, and it was great that he was able to come to the Planning Commission meeting and explain the science, is that each of these individual actions actually work in conjunction with all of the others. So, while you're making progress at the moment, the full system is not calibrated because it's not in place yet, but that's what you're working towards; and if I recall, you also have a team that you've built in the facility whose job it is to consistently monitor whether these mitigation systems are actually in place and working properly, and that's a daily function. So, they're checking like I know you mentioned the airflow changes and some different things, they're checking all of that every day just to ensure that somebody didn't flip the switch that they weren't supposed to or whatever the case might be. And then, further, you're reporting that data to the City on a consistent basis, is that accurate?

Ms. Moss replied we are reporting, so we're taking daily readings, we're not making those reports daily, we're making them weekly. Council Member Olsen stated understood. Ms. Moss said those reports will be provided on a weekly basis without being asked. We are keeping records so that if the City gets an odor complaint, Emily can give us a call and we'd be like here's our record so that we have that information available to you. So, yes, and it's really important to understand as we talk about these systems, that this facility is growing 24/7, 365, there's no breaks. In order to have an adequate supply, they're constantly has to be a rotation of product, and we need to mitigate the odor at the facility as a whole, rather than breaking it down by room. We look at the facility as a whole because pretty much every part of the process is going to emit an odor; some parts of the plant, some parts of the drying may emit more odor than others. Really, the office area may be the only area not emitting any kind of an odor. So, while we do look at all of this, we are looking at the facility as a whole and not necessarily room by room or process by process.

Council Member Olsen said hence the comment about the systems have to work in unison with each other, and as you mentioned, they're not all going to be in place at the same time, there's going to be sort of a progression of that. So, thank you very much for clarifying that. I think that odor piece is really what people get concerned about, and that certainly was a primary focus of the Planning Commission, so I appreciate your feedback on that.

Ms. Moss replied thank you.

Motion by Council Member Garza to Adopt Resolution 2025-061, rescinding prior Conditional Use Permit and Site Plan Resolutions and approving the Conditional Use Permit for a Medical Cannabis Combination Business at 8235 97th Street South; second by Council Member Thiede. Motion carried: 5-0.

Mayor Bailey said thank you again for the great information, we appreciate it.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said nothing new from this end, mayor.

Council Member Olsen said I have two things this evening: First of all, this week, 4-13 to 4-19, is Public Safety Telecommunications Week, which sounds really fancy, and it's essentially our time to really focus and thank and honor those who work as 911 Dispatchers. This week and actually all year round, we definitely want to give thanks to those who connect those callers with non-emergency services or emergency services, based on the call. Oftentimes, the Dispatcher is the unsung hero in the chain of events that occurs when something unfortunate may happen and a first responder has to actually address that issue. The 911 Dispatcher is the person in the middle, who makes all of that happen and gives all of the critical information to the first responders and also provides significant support to the caller. I'll remind everybody a few years ago in the City of Cottage Grove we had a situation at Menards where a customer had a cardiac event. One of the employees from Menards noticed that this event occurred, called 911; this person did not have training that a first responder would have in trying to give any kind of resuscitation effort, but the 911 Dispatcher actually worked very closely with the caller while help was on the way to make sure that they could start critical care, and that ended up saving this woman's life. 911 Dispatchers are a critical piece of the Public Safety apparatus, so let's take some time this week through the 19th and then of course, all year round, to give honor and thanks to those who serve in that very, very difficult role. It's

a high stress, high burnout role, and it takes a very special person to be good at it. So, thank you to our Telecommunication Professionals in the Public Safety realm.

Additionally, mayor, tomorrow night we have the opportunity to spend some time at River Oaks as we do each year honoring our various volunteers in the City of Cottage Grove, as we celebrate Volunteer Appreciation. One of the things that I always enjoy about that event is we will identify a Volunteer of the Year, an individual that has gone above and beyond just the normal call of duty with regard to giving great volunteer service to our community in some way, shape, or form. We will also identify a Volunteer Group of the Year. I know you like to talk about this, and I'm sure you will, but the one thing that I wanted to say is this: Cottage Grove is an extremely special place, and one of the things that makes it so special is the spirit of volunteerism in this community. For as long as I've lived here, from the time that I was a kid playing CGAA baseball and all the way through my time as a coach and working with other individuals who work with youth, whether it's in athletics or some other function, Boy Scouts, Girl Scouts, etc., the City of Cottage Grove steps up. We have a lot of people in this community who give of their time and of their talents, and we want to be grateful for that. Trust me when I tell you, especially when it comes to youth sports, and I know my friend, Zac Dockter, can attest to this probably better than anybody, it isn't always easy, especially if you're a ref. You know, there's a lot of people out there who have opinions that they like to share with you, but it is a very rewarding experience, and the fact is everybody can do something, everybody can do something. So, if you're interested in giving back in some way, shape, or form, please reach out, speak to somebody on the City Council, speak to somebody with the Athletic Association, call City Hall, we'll connect you with people who are looking for volunteers. There are hundreds of opportunities that people don't know about, but the fact of the matter is we've got tons and tons of people in this community who give of themselves selflessly, very humbly, and this is our opportunity to show our respect. So, thank you to everybody, and take some time and consider maybe what you can do to volunteer; it could be as simple as reading books at the library for a few hours each week, but trust me when I tell you that you can do something, and you will make Cottage Grove an even better place than it already is. With that, mayor, I'll turn it back to you.

Council Member Thiede said so, speaking of volunteers, we always love to have people on the Strawberry Fest Committee. So, if you're looking for someplace to volunteer and you want to have fun, that's the place to do it.

And I do want to mention that there's the Chamber of Commerce 20th Annual Community Showcase, actually a week from this coming Saturday, so, April 26, at Park High School, from 10:00 a.m. to 2:00 p.m., and they have all sorts of booths, they have all sorts of fun things to do. They have food, it's just a great time to see some of the other businesses in the community, some of the other places that you could actually volunteer, also, and Strawberry Fest will also have a booth there; you can get your button for this year and everything else and get into the raffle, and it's just a fantastic time to pop over there and see what's going on. You certainly can get more information, I believe they've got things online at the Chamber of Commerce and the City and so forth. So, yeah, come on out and have some fun.

Council Member Garza said well, thanks, Dave, the Showcase, I'm excited and looking forward to that. I know we are going to have free painting for the kids, so come on out, bring your families, it's going to be a lot of fun.

I know, too, this weekend coming up, on Saturday, it's another pancake breakfast; so, we just enjoyed last week's with the Lions Club, and this week the 2025 Pancake Breakfast for the Accacia Masonic Lodge No. 51 is this Saturday morning, at 11094 70th Street South. Tickets are online, \$11 for the adults, and for kids 12 and under, it's only \$6. So, I would say get out if you have nothing to do on Saturday or just start your day off with a great breakfast.

Mayor Bailey said so, I'll just kind of piggyback a little bit on Council Member Thiede and Council Member Olsen, one of the things, obviously, the month of April is Volunteer Month for the City of Cottage Grove, as well as others. One of the ways also where you can be a volunteer, here's my segue, is I do know that the Cottage Grove Ambassadors program is still looking for either girls or boys to sign up to compete, if you will, to be the Ambassadors of Cottage Grove for the next year. They crowned it right after Strawberry Fest is finished, usually that Monday after. So, I do know in talking to Laurie Olsen, she's a little concerned because they have not had much interest at this point; mind you, that happened last year, and then they finally got a bunch of girls and ladies

that came up. I just wanted to share if there was interest in that, you can obviously reach out to one of us here, and we'll get you into there. I know they had a meeting last night at Carbone's, like an informational meeting, I have no idea how many people were there or whatever, but if you're interested and want to support a great City, again in a volunteer status, that is another opportunity for that.

Council Member Thiede said I've got to mention they definitely are Ambassadors for the City; it's really quite fun if you like to be in parades and things like that, you go around to the different cities, we take our float and everything like that, and so it really is fun, you get to meet new people all around the area. So, I haven't heard of anybody that has not had a great experience being an Ambassador for the City of Cottage Grove.

Council Member Garza said my family definitely can attest to that; we actually were Ambassadors last year, my daughter was an Ambassador, and it was an amazing experience. I mean, the confidence, just the experience of being able to grow with our community, and learning all of the different communities that we went and learned their history of the communities. So, it was a really great experience, and I would encourage anyone that has a son or daughter who would love to learn more about our City and other cities to go and sign up, or at least just learn more about it.

Mayor Bailey said so with that, the next item on our agenda is a Workshop, which is Open to the Public, and we're already starting the 2026 Budget, starting early indications and discussions, so that Workshop will be held in the Training Room. We will not be adjourning the meeting from in here, so everybody have a great Easter, and thank you to all of our volunteers. Take care.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. 2026 Budget Workshop

Staff Recommendation: Receive information regarding the 2026 Budget Workshop and provide feedback to staff.

Administrator Levitt said well, Mayor and Members of the Council, tonight is our annual budget kickoff. Now, since you all know that I went to Gettysburg last week, I've decided that I'm going to use some Civil War analogies. Now last time I attempted an analogy that revolved around a hill, there was a lot of issues and it broke down. So, today, hopefully, you'll stay with my analogy through the end and humor me, even if it breaks down at one part, so, okay, Dave? Council Member Thiede replied yeah. She confirmed you're with me on that? Okay, thanks.

Administrator Levitt said so, now one could say if I'm talking about a battle, I'm actually not talking about a battle between staff and Council; don't worry, the real battle happens internally, that's why there's these people back here, they're just trying to prepare us how they're going to strategically take Brenda and I on, and so, there's a little internal battle. Dave, you don't know how this internal dynamic happens, so I'm going to give you a few hints.

Council Member Clausen replied I can't wait.

Administrator Levitt said yeah, exactly. So, internally, it kind of feels like a battle. So, tonight's objective is I'm going to give you a little bit of my overall view on where I think we're at, and some of my recommendations on the larger vision plans.

Council Member Olsen said before we go any further, how much fun did you have putting these slides together?

Administrator Levitt replied I just created the outline and told the staff that she didn't have to use the template, but she saw my vision, and she loved the fact that I was all out creative.

Council Member Olsen said you seemed very passionate, so, that's why I asked. Administrator Levitt replied it was very passionate; I mean, we're going to have to talk some more offline, it was really good.

So, overall today, we're going to be looking at the objectives for 2026 and 2027, because we know that whatever we do will have a tail to it, so that's why we do a two-year budget, looking at that tail. So, Brenda is going to kind of tell you where we're starting from last year's two-year budget projection for 2026, and then we're also looking at 2027. Staff is going to dive into the details of the budget; our goal and objective is to give you options, suggestions, and ideas of how to hit your large target thing you set for us tonight and what your objectives are. I

will tell you the plan is going to change; so, Dave, for your benefit, you know, it's challenging, right? Because you're going to look at broad, huge numbers, and we're going to continue to refine each month, practically, as we go, and then even in August, when the County gives us some final numbers, it will change again. And, so, we won't really have a finetuned number until September. So, we're going to just continue to refine our numbers and our assumptions as we go.

All right, so, here is how my battleplan starts, but you have to understand that Culp's Hill was Day 2 of the battle, and there is a guy by the name of Greene, who I'll tell you about in a moment. Now, here's the thing, Culp's Hill was a very strategic place in the War of Gettysburg. So, if you think about it, the blue is the Union, and they're going to try to hold the Hill, the right is the Confederacy, they're going to try to take the Hill, and this is actually one part of what they call the fishhook. And, so, this is where the very flank is very susceptible to attack, and, so, what's interesting is George Greene was a civil engineer; can you imagine that? I know, a civil engineer I found in the Gettysburg and he became my new hero; it used to be Chamberlain, now I think it's Greene. So, Greene is actually a civil engineer who did some of the first water and sewer actually in New York City, so, he is a very prominent, known civil engineer. And, so, his brigade had to actually hold 1.5 miles on Culp's Hill. Now, what's interesting is he was going to be greatly outnumbered, and the Confederates didn't attack early in the morning, and so they had all day, and he said to his commanding officer, can we dig in and fortify? Now, the military strategy at the time was don't allow your troops to actually do that because they won't get out and fight. So, his commander said, well, I guess we won't have anything else to do for the day, we're going to violate command, you know, we're going to probably be outnumbered, so, what's it hurt? So, they actually let him dig in and fortify on that hill. So, in that circle around the hill, they actually dug in and fortified for 1.5 miles, and in the end, he was attacked by twice the number of soldiers than he had actually holding the hill, and it was actually because they dug in and fortified is actually how they saved that whole flank from actually collapsing. So, moral of the story is not necessarily violate commander orders and strategic plan of the Army, but the thing is empower your people to actually be able to make decisions to events, right? I'm speaking your language, right, Brad?

Captain Brad Petersen said I heard violate orders.

Mayor Bailey said that's exactly what I think I heard.

Administrator Levitt replied well, it was interesting because Buell, who was in command of the Confederates coming up, Lee told him, he said if practical, take the hill. Well, he had been under Stonewall Jackson for so long and had ever only been given a direct order, he didn't know what impractical meant. And, so, it was one of those indecisive moments in time, and so, I can understand Brad's misunderstanding of the directions. So, he's like hearing the orders from Lee, if practical, take the hill, and was not sure what that meant. So, it didn't mean defy orders, but I can understand your confusion.

So, here's what we have done to fortify our position, just like Greene had fortified: So, on our left flank, we actually took compensated actions, which was a huge liability to us; so, we took that, set that money aside specifically in the budget, this strengthens our AAA Bond Rating and helps us shore up that area. That's what we did last year. We then on our right flank, we went okay, we've been still having issues with our Internal Service Funds; Brenda will show you that we started to bring them into the black, but we just have fruit that's hanging below the line. We've now improved that with Internal Service Funds and helped correct that. In the center, we've actually fortified and improved our employee wages, so, we had the 9% and the 6%, so we've got our wages and our employee compensation adjusted and handled. You know, equipment, Brenda is going to tell you how many millions, I think she's going to tell you like \$6M in the last couple years we spent on equipment. We have been improving that backlog of equipment, so, we've been taking care of business there. When it comes to pavement management, we held the course for that. So, we've done a good job I'll say fortifying.

So, now, here's the problem: The future is before us, and if you listen to the radio, if you watch the news, you watch your stream coming in, we don't know actually what's going to attack us. So, we need to be a little more strategic this year because a lot of variables are changing in regards to our budget, and we don't know what is actually going to attack us. So, like Greene on the top of the hill that day, he didn't know how many soldiers were coming up the hill, but he was prepared for a lot of them.

What I'm preparing you for is to think about this is maybe our year to dig in and fortify and hold our position. We have a good financial position, we have a AAA Bond Rating, and we're doing very well and strong in that. So, what does that plan actually look like? I'm saying that in this year, we focus on operations, our operational

efficiencies, our operational level of service, and maintaining. I'm saying that I would recommend that we don't take on any new hires in 2026. I don't think we want to take on that liability, we still have some liabilities hanging out there in Police and Fire for 2026 and even for 2025. So, I would caution on that.

I would also say that we maybe want to actually pull back a little of what we have planned for equipment replacement for our bond sale related to equipment. And the reason I would say that, even though Myron was successful today in getting and secured our \$7M project money for another year to use it; we may want to use that debt capacity that we had for equipment, we may need to use it for debt capacity to start building 100th Street so we don't want to lose the money. I told Ryan maybe we just build the bridge, right? Because people are going to give us the money if we go it's a bridge and there's no road connecting it. Right, exactly, we really need the money, we're ready. So, I said use the money, build the bridge, but we may need to think about how we have the debt capacity for that.

And, so, I think for us, until that financial picture becomes clear, I'm saying I think we just hold our position and dig in, and not try to take on any large initiatives or other projects this year because we don't know what's going to happen, both in the State and Federal and what's going to be happening with that. We also don't know what's going to happen with the economy. I mean, right now, interest rates are still okay, but we don't know what's going to happen. IT is starting to scare me because we're talking about tariffs, the impacts on that, they've waited some of our orders that we put in months ago, we don't know what that's going to do; so, we think about that IT Internal Service Fund number, even though we're in the black, we may struggle to hold that with tariffs from where we sit. So, that's my big overall picture for where we're sitting for the budget, and now, Brenda, you get to do the numbers.

Director Malinowski said all right, I just feel like it was November, in the room talking final budget numbers for 2025, and here we are back. So, we're starting early this year, and we're excited to be here, great opening by Jennifer, and to also kind of review what's happened since November. And, so, we'll also do some of that historical tax review tonight with our Tax Capacity, our Tax Levy; we'll talk a little bit about the FMP, talk about our Internal Service Funds, where we stand and where we are going, Utility Funds, so, that is one of the focuses that's we're going to be looking at during this budget cycle. We'll look at our Water, Sewer, Streetlights, Stormwater Funds, just to verify that we are charging, having practical rate increases there. And then we're going to talk about prioritization of the budget, and ask for your feedback as we start the process here next week with our budget kickoff.

In the past, we did have that Assessor's Report that the County releases in March. We didn't have at that time preliminary tax numbers, and we got those over the weekend, and so these are updated numbers; very similar to what we saw in the Assessor's Report, so that is good news. Estimated market values are up about 6%, taxable market values are up just over 6%. New construction, you know, we're lower than we were last year, but when I look at other communities in the County, everybody was down; and really, at the end of the day, what we care about is that Tax Capacity number, and that's up over 6%; 3% due to the new construction and 3% due to other or appreciation in existing homes and, so, this was good news, that median home is going up about 3.9%.

Tax Capacity History

I just wanted to remind everybody that when we do property taxes on an individual homeowner or a business, what they pay is based on that City Tax Rate. And that City Tax Rate is calculated by taking that property tax levy, divided by our Tax Capacity, that gets to that rate that we apply to that individual homeowner or business in our community. So, that's why it's important to talk about that Tax Capacity. We had those nice little increases until 2023, then we had those large appreciations on existing homes in 2023 and 2024, over 20% for 2025; a reminder that we dipped just a little bit, however, communities that were fully developed actually decreased more, a 3% decrease in those Tax Capacities. Because we had new construction here in Cottage Grove, we're about net neutral for 2025, so we have good news there, and now 2026 is at 6%. When we look here at that history, here's the percentage increases that I had roughly said that last July.

Administrator Levitt said I told Brenda just is supposed to put a yo-yo on this slide because I think property owners are going to struggle, right? Because they saw their property valuations decrease last year, and now, this year, they're seeing them shoot way back up again, and so it's that yo-yo effect, right? They go up, they go down,

and so they're not going to understand that a large percentage of any tax increase is just going to be due to the fact of their valuation.

Council Member Olsen said it is very confusing for them, and I'm glad you acknowledge that. Because as we've talked about dozens of times, the manner in which we communicate our budget and the explanations that we provide behind what's happening and why it's happening, are going to be more critical than ever this year, especially with the market unease at the moment. I mean, the Fed just came out today and said, hey, we're having a hard time figuring out what to do, right? Council Member Garza said I think we're heading to inflation. Council Member Olsen said yeah, I think there's going to be a lot of pullback, and people are going to wonder well, we're pooling that money, why is that, I don't get it. So, we're going to really need to be crystal clear and very relentless with our communication, Phil.

Council Member Garza said well, that has really been a hard one for consumers. They don't understand that jump, and they don't get that it's not the City that's driving that extreme up and down, it's more what the market is doing, but consumers think that it's the City that's driving it. So, being able to verify that and making sure that they understand that it's the market, and it changes like the wind.

Property Tax History

Director Malinowski said we had those increases and then in 2024, 2025, and 2026, this is where we're now operating under the Financial Management Plan (FMP) that we did back in 2023. We looked at our debt, future debt, tried to not have big increases in our property taxes that our median homes pay per year, and so that's what we're seeing for 2024, 2025, and 2026.

City Tax Rate History

We don't have 2026 on here yet, because we're just starting the process. This is just a reminder 2025 is really close to where we were back in 2021 and 2022 before we had those large appreciations on the existing homes, that broke that down for two years, and so now we're back to neutral there. Now that the property tax bills for 2025 have gone out to our community, we do have our final Tax Rate for Cottage Grove and for the other cities in Washington County. As you see, no difference in last year or the year before: Cottage Grove is second from the bottom in combining City property taxes on that median home in Washington County. So, we know that we provide exceptional services to our community from that wonderful lower Tax Rate that we have.

Property Tax Levies

Property tax levies in 2024 and 2025 and 2026 is operated under that 10-year FMP. Just a reminder, when we did the 2025 budget, that was a 12.98% increase in that levy, and City Council, Mayor, what you did do is you moved some equipment here over to here because this 12.93% increase was larger at that time, last fall. And, so, that is why we have the 2% increases pretty much the same for the next two years; for 2026 this is just the plan, this is why we did that two-year budget last year, that is the impact of the 2025 decisions on 2026. But as you can see there in our FMP, we started to increase levies strategically in some areas: You'll see that the EDA Levy that we're looking to increase it by \$50K for 2026; the Park Improvement Levy, as you go up, we need to start funding Park Improvements a little bit more because we're adding parks and we need to replace equipment, hockey rinks, those sorts of things in those existing parks. So, we're starting to say we need to fund those, and so we worked that into the levy for 2026. And then the Equipment Replacement Levy, we're starting to increase that more, \$584,000 for 2026. We could fund about \$1.6M in equipment per year, and so we're working toward that as we look at all the equipment needs.

Council Member Olsen asked is that Debt Levy number a refined number, after some of the changes that we discussed?

Director Malinowski asked after the 2025 debt issuance? Council Member Olsen replied yes. Director Malinowski said it's tentative, I want to take a look, and we're just finalizing our 2024 information. Once we get that auditor's report, we will refine that some more, to make sure where we're at; we know where our Closed Debt is at, but just looking at each of the Debt Service Funds as part of that, and we will review and refine that, but that does include the 2025 debt. Council Member Olsen said thank you.

Council Member Garza asked for the Park Improvement Levy, what were we doing prior? How were we funding those improvements?

Director Malinowski replied great question, I was just about to tell you that. We've been funding it with antenna revenue on our water towers. We made that decision several years ago to do that, we get about \$480K in antenna revenue per year, and that's what was funding it; so, as we look at some of those improvements in the future that are needed for the parks, it's something to think about, if that is enough.

Council Member Garza said so, this is in addition to that other park revenue. Okay, thank you.

Administrator Levitt said when you think about it, we had as a City to forego Debt Service for the parks, even though we had a bid, because we don't really have a built-up fund balance to support that growth; and now you've got Lochridge Development coming in that has a park, we don't have the money to fund that, you know, and that would pace their progress moving forward. There's a neighborhood park there, we don't have the money for that, so we're going to be dedicating more land. And, plus, as we start to build the larger community park on the Tank's property, north of 80th Street, because we talked about the Strategic Plan, we need money for both land acquisition and the actual building of it; which we did talk about a large chunk of that, most likely we will bond for future debt and bonding, but we still need to be positioned for these smaller neighborhood parks, to be able to start to build those.

Director Malinowski said and this is going into our Park Improvement Fund, and so those are existing parks, but we can certainly, if there is a need in a Park Trust for development of parks, we could move it there.

HRA Levy

Director Malinowski said the HRA Levy, we did that for the first time back in 2025, for this year, right? Right now, it's just net neutral on that; that will be a part of the discussion on the budget, too, as to any updates for that.

FMP

The FMP that we first did back in 2023, where we put that future debt that needed to be issued for Pavement Management projects, street projects, we needed to do some Equipment Certificates for a couple of years because we had a backlog of equipment that needed to be acquired. Other initiatives included starting to increase the EDA Levy for economic and redevelopment activities, that was put in here. One new position was all that we could really fit into the FMP based on a 2% appreciation in existing properties, that 2% increase in growth until we got higher and could fund more positions with that. But, importantly, what we found out is we needed about a \$110 increase in 2024 on our median home, and then \$100 increase per year is everything that had been identified. We hit that target: So, for 2024, we're at \$78 on that median home, for 2025, \$67, and we noted that in order to do it in 2026, we're at \$130, that's above our target. This is based on last fall's numbers, from the number that came in from the County this weekend, that \$130 is about \$115. And, so, are there any questions about the FMP? None were asked.

Debt Issuance

Director Malinowski said just a reminder, when we did our CIP last fall, we look at the debt issuance that we're going to need for the next five years to fund those projects. So, for 2026 and 2027, we've got about \$90M in debt per year: **2026:** We've got the Pavement Management Project, the East Point Douglas portion and then Kingsborough Trail, \$2.9M in debt issuance; 100th Street, about \$2.9M, that's based on what we thought our costs were last fall for 100th Street; Equipment Certificates, \$1M; and then the Oltman Park Project that we talked about last week, at least \$2.3M. **2027:** You can still see the Pavement Management, 100th Street, Equipment Certificates, and then maybe some park building replacements.

Administrator Levitt said, so, as I said at the beginning, one of my big fears is that I think we need to spend some of the money we have for 100th Street before we lose it, and, so, that's why I'm saying you might want to be more careful with your Equipment Certificates here; if you can allocate some of that debt to help with any additional bonding that we need to do to develop 100th Street to help save the building or a segment or a phase of the bridge, so that we don't lose the Federal money related to that.

Council Member Garza asked and that's lost at the end of this year? Council Member Olsen asked has that been delivered already?

Administrator Levitt asked which part? Council Member Olsen replied the Federal dollars. Administrator Levitt said it kind of, which, yeah, I mean.

Director Burfeind said, I mean, it's allocated, but no, it hasn't been specifically put in the bank.

Council Member Olsen asked but it hasn't been taken back? Director Burfeind replied no, I don't think they'd take it back, seriously.

Mayor Bailey said well, and the \$7M she's talking about, we were just today, on TAB, it's there; they just gave us another year, just in case.

Council Member Olsen said which is good, it's nice to have that flexibility with the Federal dollars.

Equipment

Director Malinowski said a little bit more about Equipment. At the end of 2025, with all of the equipment that we have on order, we will have to replace \$6M in equipment in 2026 throughout the City, about \$2M per year. So, thankfully, we've been able to look at that backlog of equipment; when the supply-chain issues started with the pandemic, there were things that we couldn't get that we're now able to get, so, \$6M of equipment. **2026:** This was a really big number, right, \$3M? We knew that they had a lot of equipment that was left in there, and so, here is some of that equipment that is being requested for 2026, that's \$3M.

Administrator Levitt asked so, which things can we not use Equipment Certificates, unlike the others, why?

Director Malinowski replied yes, so, you know, this part, things less than five years; and so, that is what we list one and two. We're not able to do Equipment Certificates for longer than the value of the asset. So, that would be one thing that we should talk about in the levy, and right now, we've got \$584K in the levy for equipment. This is based on the budget requests from last year, that was \$600K.

Internal Service Funds

Director Malinowski said as we looked at the FMP, one of the things that I had been seeing is that we had been using cash from our Internal Service Funds for the last couple of years, as we lived through the pandemic and even a little bit before that. And, so, our Insurance Fund that funds our workers comp, our property insurance, and our health insurance for the City, we paid those out of that Internal Service Fund for insurance, and then we allocate that back to the departments. And the reason to have an Internal Service Fund or use Internal Service Funds that we have is when we have large increases in premiums, so a workers comp premium of 15%. When we have the money in our Internal Service Fund, we can then mitigate that increase on our property tax levy over a couple of years, and so that is the reason to have balances in our Internal Service Funds. And, so, under the FMP, we've been able to grow in blue, get that insurance Internal Service Fund up to \$405K.

Administrator Levitt said clearly, we'd like to be more than a \$2M balance, like we were before. So, I mean, we'd really like to see that get to a healthier balance, that's where we absorb risk and liability, like legally against us or other factors that we need to adjust for. So, especially with litigation, PTSD and things of that nature come out of here, and so the more healthy we can get that fund back up there, the better.

Director Malinowski said yeah, and when we have a property claim, that's a \$50K deductible, with \$100K aggregate per year. Our workers comp claims are a \$25K deductible, so that is another reason to grow that fund balance back up. In the FMP, they have that at about \$1.5 or \$2M at the end of ten years.

Fleet Services Fund

While we went negative in 2021, the good thing that we've been able to do in 2023-2024 and 2025 now, is at least not go negative any further, and so we're holding that steady. We look for opportunities to bring that back up.

IT Services Fund

We were able to recover that fund back in 2023, and at the end of 2024, we've got about \$316K, and that's important. We're working on a Capital Equipment Upgrade for IT right now for a City Data Center, that was included in the budget, \$250K, and so we're able to use a little bit of that cash in order to not have to fund that all in 2025.

Absences Fund

That's our new fund; as of the end of the year, we've got \$1.3M or \$1.4M in there. It's just for being a little bit more transparent, important disclosures to our rating agencies and to our bondholders that need to know that when people retire or move on from the City, that we can have that liability out there and we have that fund.

More Practical Information on the Internal Service Funds

Director Malinowski said so, here's our Operating Revenue, that's that line on this chart, and then the blue bar is our Operating Expenses. So, you can see until 2024 that we were dipping into cash, which we saw on the last slide. And, so, now here in 2024, we were able to add to our cash balance in that fund.

Fleet Service Internal Service Fund

In 2021 and 2022, we were dipping into cash a lot then here, in 2023 and 2024, we've just been able to at least stabilize it.

IT Internal Service Fund

We've been able to recover that fund, so that's been good.

Utility Funds

Director Malinowski said next, I wanted to go into our Utility Funds; I said that we're going to look to make sure that our rates are correct in our Utility Funds: Our Water and Sewer Funds, we did rate studies back in the fall of 2022, but we've got some information regarding our treatment plants and wondering about operating costs, so those are the ones that we're going to look at. Our Streetlight Fund is also being analyzed by Gavin, our Management Analyst at Public Works, and so these are some of the things that we're looking at. These charts that you're going to see on these slides regarding our Utility Funds will be similar to what you'll see when Rebecca from Redpath comes here in June and gives the audit report; these are similar to the slides that they look at for determining whether we're charging for our rates properly.

Council Member Olsen asked Brenda when we did the change to being per usage, did that result in any significant change with regard to kind of per capita water usage in the City? Did we see any data on that?

Director Malinowski asked fee per usage for water?

Council Member Olsen replied yeah. So, do you remember a while back we changed the water bills so that if somebody used more water, they paid a higher fee.

Council Member Garza said a water conservation fee.

Director Malinowski said yes, it was a water conservation change.

Council Member Olsen asked so did that, to your knowledge, result in any significant change in usage?

Administrator Levitt replied no. Director Malinowski replied not a change in usage, I would say. We didn't really implement that water conservation, but higher-tier until 2024, I think is when we implemented that.

Council Member Olsen said yeah, Jennifer already read my mind, she knew where I was going with that, so how much of a revenue did?

Administrator Levitt replied no, it was the revenue being generated.

Council Member Olsen asked was that a big, big move?

Administrator Levitt replied it's helped, but I can't remember those numbers all the time.

Director Burfeind said yeah, it's hard to know because so much of like 2024, that dip was because it rained so much last summer, most people just weren't irrigating. Most of our revenue is just based on is it a drought, which 2023 was, so.

Council Member Olsen said so, when we get into the nitty gritty, let's dig into that a little bit.

Director Malinowski said and we do have it, so, we recalculate rates on a monthly basis to verify our revenues, and we've got that irrigation number because we do have to break that out, and so we do have it. But yeah, 2024 was such a wet year, and we had that Operating Revenue, and people were not having to use as much water, obviously, there.

Transfers Out

That red line is Operating Revenues, the blue is our Operating Expenses without Depreciation. Orange is our Depreciation of Capital Assets: The watermain is being contributed to by developers so that has to be replaced someday, our water treatment will go in those numbers. That Tan area is Transfers Out: When we do a Pavement Management project, or when we did the East Point Douglas and Jamaica Avenue project, there are utility costs as part of that project; as we look at our watermain and our sewer and do some of that replacement as part of that project, we will transfer that out to that construction fund. And, so, we want to make sure as we look at those rates, that we're capturing our Operating Expense and that we're capturing our Transfers Out and a portion of depreciation; so, that when we go to replace or maintain those assets in the future, that way we'll be able to do

that and so we'll be looking at that, as we know that these Operating Expenses here for the Water Fund, that does not include water treatment. And, so, if those funds dry up, they're not available.

Council Member Olsen said we're going to have some work to do there.

Sanitary Sewer Fund

Director Malinowski said we did really well for 2019, 2020, 2021, but we've started to dip a little bit, and so we want to take a closer look at that. That Operating Expense there, 68% of that blue is out of our control because that is our wastewater charge that we get from Met Council, and so, that is just a bill that we pay to them every month to treat our wastewater.

Director Burfeind said and that did go up, I think about 30% over two years; obviously, we didn't want to raise our rates to that extent, so you can kind of see that jump in 2022.

Director Malinowski said and that 2022 Rate Study showed that we need to do a 5.5% increase every year on this fund, and that's what we've been doing, that's what we've been operating under.

Streetlight Utility Fund

Director Malinowski said we've been really aggressive with our rates in 2023 and 2024, and now 2025, there's an 8% increase because we were recovering our costs; and when we even look at the cash balance in our Streetlight Fund, we're only at \$484K, but \$15M in assets in streetlights, and only less than half a million in that fund. So, we've been aggressive in that rate increase, and we intend to keep looking at that. So, we've got Gavin down at Public Works really looking at the numbers there to determine if those Operating Expenses are correct and what we can do in this fund.

Stormwater Utility Fund

Director Malinowski said there's a 3% increase per year, and that's been adequate with that. You don't see depreciation in this fund because it's not run as an enterprise fund, special revenue fund, so we're not capturing our depreciation in our rate structure right now. If that's something that we need to do in the future, we'll recommend it to you and bring that to you. In 2024, though, you can see some high Transfers Out, some high costs with East Point Douglas and Jamaica, the two-year project for stormwater here. And then also even the 2024 Mill and Overlay Project on Jamaica had some costs there, and you approved those Interfund Transfers tonight, as part of that.

Director Malinowski said with that, do you have any questions about those enterprise funds?

Council Member Olsen said yeah, you guys are going to dig into those with the audit and then you'll come back to us with any recommendations, correct? Director Malinowski replied absolutely, yeah.

Unknown Items

Director Malinowski said unknown items, Jennifer reflected on it. So, as we did our 2025 Budget, we looked ahead at 2026. We thought that we knew everything at that point, well, obviously, we didn't. So, these are things that as we work through the 2026 Budget that we're going to have to look at: Tariffs, the economy, health insurance. We are hearing from some cities that have some double-digit increases in health insurance; we've got 10% in our numbers right now, but if that'll be enough, I'm not sure. And then, you know, the impact of the Federal funds: We've got two small grants out there that have the Federal funds attached to it, but even Medicare, Medicaid, where are we at with that? And then the impact of the Federal funds on the State budget, they are going to be impacted more than we are, and so, are they going to start looking at some of our revenue streams that we get from the State; whether it's Police Aid, Fire Aid, MSA, we don't know.

Facilities Study

That is underway right now to look at what replacement needs there are at our Central Fire Station, our Public Safety-City Hall building; and we're looking if we can implement some of that stuff to start recovering those costs so that when there is something that needs to be replaced at one of those buildings, that we're not looking at in that year that it needs to be done and how we're going to fund that.

Family Medical Leave

We do have some funds in the 2026 Budget right now, we're not sure if those are going to be enough, we're waiting to hear from the State, and we're hopeful that maybe they'll push it off, I don't know. We're looking at if we could do private insurance and the cost of that, there are a lot of unknowns there on that.

Administrator Levitt said and to Brenda's point, I mean, that is hard, right? We saw one woman when the legislative session started for the Family Medical Leave that looked positive for us, it took a hard turn, now it's not looking so favorable again. But, just so you know, it's pretty bad when the cities are actually looking at going out for private insurance to fund that, and so, that is a real dollar amount to us; and I will stress again it will be less of a value that our employees will get as part of it, and so it's really disheartening that it's going to cost us more and our employees will get less.

Director Malinowski said right, because in our contracts it's saying that the employer will pay half of FMLA and the employee will pay half.

Future Bond Issuance

Director Malinowski said just a reminder of future bond issuance again. So, we talked about 2026 and 2027, but in the CIP, we do have new debt that we are issuing in 2028 and 2029, and, so, that is worked into our FMP. And here, we talked that in 2026, that debt has already been issued, so that's our 2025 Bond and before; so, that isn't new there, and then orange are those future debt levies. We do have some debt falling off in 2027, 2028, and 2029, but here in our FMP, we're continuing to issue debt, and so, we're not seeing that go down.

Director Malinowski said and here we are to ask you what your considerations are as we start the budget process: Those 2026 projects that are going to require the debt issuance, facility planning, the Kingston Park building, equipment replacement, level-of-service reductions, other budget additions, and other Council considerations.

Mayor Bailey asked don't you just love budgets?

Council Member Olsen said I mean, we're not really like starving, we're just continuing, it never ends, honestly; and as you said at the outset, much of what we're dealing with right now is hypothetical because we don't have hard data and we won't for several months, so. It feels to me, personally, like we attempted to mitigate many of these concerns last year, and when we kind of buttoned up the budget cycle last year, we were more generous than perhaps you had initially expected because we wanted to even out 2025 and 2026. The snapshot that you showed us today shows that we've done that, but there's a lot of unknown out there, a lot. So, to get back to your original statement, Jennifer, about kind of digging in, I mean it feels like that's really the smart move and it kind of is the only move at this point. We can't be aggressive because we don't have information, we just don't, and it would be easy to be regressive, but then we're talking about service cuts and things, and we're not there yet, we don't need to have that conversation. So, we're going to need to sit tight, we're going to need to be a little more patient and just wait and see what happens with the Feds, the State, the County; you know, if the Fed gets the flu, the State's going to get sick, too, and then that's going to pass onto us, and you know, light a candle in church on Sunday and hope that doesn't happen. But I'm nervous about it, but I guess I'm not at a place personally where I'm ready to start making drastic decisions about cutbacks and things. You've given us good advice on do we hold tight on Denzer Park, do we wait on Kingston Park; you know, those are realistic, reasonable, rational suggestions that are going to hedge our bets and protect us from any weirdness that comes our way, but how weird is it going to get? We don't know.

Council Member Thiede said or if we're going to lose funds, you know, like Robert Street. Or I see this Oltman Park, then there's a grant there, too, right?

Administrator Levitt replied \$350K, yes. Mayor Bailey said but that's a State grant? Council Member Olsen said we already got those funds, correct? Administrator Levitt replied they're eligible for us once we spend it, they reimburse us. Council Member Thiede said it doesn't go away, though? Administrator Levitt replied yes, if we don't use it, it goes away. Council Member Thiede asked by when? Director Dockter replied June 30, 2026. Council Member Garza said so, by next year.

Council Member Thiede said and 100th Street, again, that's a very real issue, but it's potentially being clawed back if we, you know.

Mayor Bailey replied the money that's out there won't be clawed back, we confirmed that. The issue, though, is that some of the money has to be used by the end of 2026; the \$7M that we just did today, they're giving us an extra year. But to your point and maybe a little bit like what Council Member Olsen just mentioned, I think by the time we get maybe to the end of May, hopefully, things will have washed out at the Capitol. I think we'll have an idea if there is going to be some funding that will be coming our way on 100th Street, as an example. I think by

then, there will probably be some understanding of what's going on with Family Medical Leave; it's still sitting out there, there's no deal with it. I mean, there's nothing we can do about the tariff thing, to be honest; I know it's not in here, but.

Council Member Olsen said I know that the County's nervous as hell about that, too.

Mayor Bailey replied they are, and I think what we do is I think we hold the line at the moment, and then as we get more feedback and as we start through the budget process here, then we'll; feedback meaning what we're going to see from the State and the Feds will really dictate what this is. I will share on the 100th Street thing, and I heard it again today, obviously, we've got our funding processes out there, places we're trying to get additional dollars. I mean, I literally even heard from Stan, who's the Board Chair, once again today say we are not going to walk away from all this money on 100th Street. So, if the County and/or the City or both, whatever, have to figure out something like we've been talking about, if that was needed to make sure that that project gets done, then that's what we'll do, and they're our partner in that, which is good to hear.

Council Member Olsen asked are you guys working on a prioritized equipment list for us?

Administrator Levitt replied Ryan will be; Director Burfeind said yep, definitely.

Council Member Olsen said okay, because look, I know equipment's been a bugger for years, and even though we've caught up to some degree, we're not caught up, and that goes for the entire organization, but it's probably going to be a year where we need to be very careful about what we can and can't do. Certainly, we don't want to put anybody in a bad safety position or anything like that, we have to have the necessities, and you guys always do a lot to make stuff last longer than it should, but just please give us some options.

Mayor Bailey said the other, I mean, I'm not advocating it, but I'll just say it. As I look at the list, I mean, I'd prefer not to have to push off the Kingston Park building, but if we have to, we have to, as an example. Secondly, is pavement management; I guess it would be good for you guys to come back to us and kind of show us what you're thinking in 2026. And, again, what are the tails of that, we already know that there would be some.

Council Member Olsen said we've got to keep up, wouldn't you agree?

Mayor Bailey replied but how big are we talking? If it's a smaller scale vs. a larger scale, at that point, I mean, we just need to know, all right? And the reason I'm saying some of that stuff is there are some things in there where there's dollars tied to it where it's like if we say no, we're not going to do this, we're going to lose funding, so, Oltman, 100th Street.

Council Member Olsen asked is our MSA built up now, again?

Director Malinowski replied we're net neutral, but we'll have the funds next year, once we start digging.

Mayor Bailey asked so, and then, of course, is 80th Street next year? Director Burfeind replied yeah. Council Member Olsen said and then East Point the year after.

Director Burfeind said and then 80th would be another full advance against the \$4M grant. Council Member Olsen said but we've been planning for that for years. Director Burfeind replied yep, it's not unusual, that was expected. Council Member Olsen said I shouldn't say it's okay because it'll get grounded. Director Malinowski said that's okay. Director Burfeind said that's how you pay for those big ones; you have to ask Brenda, everybody was looking at Brenda. Council Member Olsen said yeah, you've got to ask Brenda.

Administrator Levitt said the target, you know, we always had for the last few years is we start our target at \$100 value for a median home; right now, we're at \$115, so I guess, Council, do you want us to then hit that \$100 mark to start the budget off with?

Council Member Thiede replied I do. We're very, very close to it, I mean, we've got some demonstrated evidence that we've been going after the \$100, and fortunately or not, you know when all the numbers come out, it's been below \$100, right? So, if we kind of like what I was saying last year, if we looked at not just going into the future and what it is going to be, it's also looking at performance and what it's been, right? And I see you've got demonstrated evidence that things are, you know, if the numbers we look at for the current year tend to drop a little bit when all the numbers come in, then we can be a little bit more flexible, right, with where that number is in the current year.

Mayor Bailey asked would there be a way for you, that was a good comment, would there be a way for you to tell what the difference or what; if we're sitting at \$115 today as the number, and we get to \$100.

Council Member Thiede said if it's \$130, that's going to be dropping to \$115.

Council Member Garza said it's already down to \$115; Council Member Olsen said and it will drop some more as we get more refined data.

Mayor Bailey said that's what I'm saying, I'm not sure if it's going to be as big of an issue, but all I'm saying.

Council Member Thiede said it's a little bit of a crazy year, right? A lot more uncertainty. Mayor Bailey agreed. Council Member Thiede asked so is it going to follow the same patterns as it has in the last couple years, or exactly what's it going to do, right?

Council Member Olsen asked what's our five-year average, do we know? The five-year average on that levy increase, you know how you target \$100 a year, but you're typically kind of coming in a little under; do you have a ballpark?

Director Malinowski replied I do not, and when you asked for that five-year average, are you asking the levy increase average or are you asking the amount on the median home?

Council Member Olsen replied the dollar on the median home. Director Malinowski replied I can get that for you.

Council Member Olsen said just out of curiosity, because not only have we hit the mark, but we've also exceeded the mark. So, I'd be curious what the five-year average is from 2025 back, yeah.

Council Member Garza said and I'm sure with what is happening with everything right now, our community probably would appreciate it being under that \$100, if we can even get it down there; and I only say that because this year is such an uncertain year, and people are going through so much change, I don't know how many people have been affected by losing their jobs and such. So, if we can really, really try to figure out how to get it under \$100, I think would be really beneficial just for the community, just for this year.

Council Member Olsen said and what we'll learn over time, you know, we always end up, Brenda pointed it out tonight, we're always the second lowest in Washington County, always, consistently, and we don't get LGA. St. Paul Park gets a lot of LGA, not that they want to necessarily share it, but they do get it, and they come in under us for that reason. But if we can stay the course and continue to hold the line on being the second lowest per capita in the County, that's a massive achievement when you combine that with the AAA Bond Rating. And protecting that Bond Rating I know is your top priority, and you've done magnificent work in doing that. So, I think if we use those two targets as key data points, we'll be okay.

Administrator Levitt said I think for staff, we're going to start at a 2.5% commodity increase, a little bit less than what was in that 2026 Budget, and try to drive our commodity items down.

Council Member Olsen said which will ratchet that \$115 down, yeah; Administrator Levitt replied correct, exactly.

Council Member Garza said that would be ideal; Council Member Olsen said good.

Council Member Olsen said yeah, you've got to be sitting on about what, six years worth of salt now?

Director Burfeind replied I wish. We had a lot of little storms this winter, and the sad part is whether you get one inch or six inches, you're still going to need the same amount of salt, but we're doing pretty good.

Council Member Olsen asked are you guys comfortable with kind of just, not necessarily making any big decisions at the minute but just kind of monitoring and waiting to see how the numbers come down, or are there things that you really want firm, like right-now guidance on?

Administrator Levitt replied I think as long as you're telling us to aim for that \$100, that will be our target to bring you a budget that balances at \$100. And, obviously, we're going to give you some options, right, to go lower and then like we did last year, we'll kind of have the wish list. I know Brenda probably didn't appreciate all the low-hanging fruit we grabbed last year, the carry forwards. I thought it was just kind of a seize the moment, grab those low-hanging fruits since we didn't know where we were coming in here, and it would only help 2026 be easier and 2025. So, I think we're just going to tighten our belt and kind of ride this storm out.

Mayor Bailey said I know it's really early, but you know, just like we do with everything, we always compare ourselves to others. What are your peers saying out there?

Administrator Levitt replied they're all saying the same thing. They don't want to build, they don't want big buildings right now because they're a liability with the economy and the tariffs. I think we're all waiting to see what happens on the interest rate for new homes, right? That's making us nervous, right? Because we'd all kind of stabilized with the interest rate, and we saw the housing market start to respond favorably, but if there's some big trend there, you're going to start to see that drop back off, and then we might be below our revenues.

Council Member Olsen said plus construction costs going up; Administrator Levitt replied correct.

Council Member Thiede said and any type of capital purchase, I can verify that people have been holding off, they haven't said no to proposals, but. Mayor Bailey said they're not doing them. Council Member Garza said they're dragging their feet.

Council Member Olsen said so, we're going to have to watch durable goods and things like that to see where that's at. From an IT perspective, I know that we were dealing with we needed to upgrade cameras, body cams, we needed to have more storage, we need several things. Are we still tracking positively towards?

Administrator Levitt replied that was the \$250K that Brenda mentioned.

Council Member Olsen said yeah, but you're okay, like?

Administrator Levitt replied actually, our CPU updated in full as of this week, and so we aren't at that number.

Council Member Olsen said because there's not a lot of wiggle room between \$316K and \$250K.

Council Member Thiede said you know, all that stuff with like IBM and Dell and Sysco, they're all saying well, here it's going to jump up 25% and so forth. And, obviously, now Trump is saying, you know, he's so wishy washy on this and that, and I was thinking, well, it's just going to be the components that, you know whatever gets imported. You know, with all the silly stuff going on with China and the old games and everything, that's why people are holding off because sanity could come back, and it'll all kind of level out again and have some, a little bit more certainty.

Administrator Levitt said right now, on our IT side of things, we have a replacement plan for all of our devices. At this point, we're probably just going to push that forward, the replacement, out one year, just to hold because it's just unpredictable, and they're cancelling, you know, hp's cancelling our order. Bryan's where he can't even get X, Y, and Z.

Council Member Olsen said so, when you get this updated quote, is there any kind of option to lock in pricing?

Administrator Levitt replied if it is something that is favorable, we will probably come to you as a Council item to act on it.

Mayor Bailey said just do it.

Council Member Olsen said yeah, just do it; I mean, you guys are smart enough to know to do it, yeah. If the pricing is favorable, and we know it's a need. I mean, we've been kicking this can around for several years, let's just get it done, is my view. I don't know if everybody else agrees or not, but there's no reason you shouldn't have the authority to just make the call.

Administrator Levitt replied especially since I think that does exceed my purchasing limit, it will come back to you.

Council Member Olsen replied understood, yeah, but you have to ask for forgiveness instead of permission.

Council Member Thiede said now, now, we're not supposed to tell her.

Administrator Levitt said right. Why do you think we have Brad and Brenda here, right?

Mayor Bailey said you're not supposed to take the lead from me.

Mayor Bailey asked all right, Council, are we good? Council indicated they were.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Thiede, second by Council Member Olsen, to adjourn the meeting at 8:55 p.m.
Motion carried: 5-0.

Minutes prepared by Judy Graf and reviewed by Tamara Anderson.



City Council Action Request

7.D.

Meeting Date	5/7/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Gambling Permit - Ruth Kay Linkenmeyer-Meirick (MN Foundation for Agriculture)		
Staff Recommendation	Authorize issuance of a single-occassion gambling permit to Ruth Kay Linkenmeyer-Meirick on behalf of MN Foundation for Agriculture to conduct a raffle at River Oaks Golf Course (11099 Highway 61) on June 17, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Public Safety - Memo</td></tr></table>	1.	Public Safety - Memo
1.	Public Safety - Memo		

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: April 18, 2025
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, Ruth Kay Linkenmeyer-Meirick, on behalf of the Minnesota Foundation for Agriculture, PO Box 64370, St. Paul, MN 55164, has submitted an application for a Temporary Single Occasion gambling permit for the MN Farm Bureau Golf Scramble to be held at the River Oaks Golf Course, on June 17, 2025, from 11:00am – 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Minnesota Farm Bureau Foundation.



Peter J. Koerner – Director of Public Safety

04/18/2025



City Council Action Request

7.E.

Meeting Date	5/7/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Gambling Permit - Pamela Jeane Tobritzhofer (Cottage Grove Lions Club)		
Staff Recommendation	Authorize issuance of a single-occassion gambling permit to Pamela Jeane Tobritzhofer on behalf of the Cottage Grove Lions Club to conduct a raffle at Carbones Pizza (7155 Jorgensen Avenue South) on September 16, 2025.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>Public Safety - Memo</td></tr></table>	1.	Public Safety - Memo
1.	Public Safety - Memo		

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: April 24, 2025
Subject: **GAMBLING LICENSE APPLICATION - TEMPORARY**

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Pamela Jeane Tobritzhofer, on behalf of the Cottage Grove Lions Club, P.O. Box 002, Cottage Grove, MN 55016 has submitted an application for a Temporary Single Occasion gambling permit, for the conduct of a raffle, to be held at Carbone's Pizza, 7155 Jorgensen Avenue South, Cottage Grove, MN 55016, on September 16, 2025, at 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Lions Club.



Peter J. Koerner – Director of Public Safety

4/24/2025



City Council Action Request

7.F.

Meeting Date 5/7/2025

Department Administration

Agenda Category Action Item

Title Massage Therapist License - Sarah Ann Meyer

Staff Recommendation Authorize issuance of a Massage Therapist License to Sarah Ann Meyer.

Budget Implication N/A

Attachments

1.	Massage Therapist - Meyer
2.	Public Safety Memo



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

From: Tamara Anderson, City Clerk

Date: 4/30/2025

Subject: Massage Therapist License Application – Sarah Ann Meyer

Application

On April 28, 2025, Sarah Ann Meyer applied to operate as a licensed massage therapist at the business named The Healing Place, located at 8617 West Point Douglas Road South #140, Cottage Grove, MN 55016.

Background Investigation

The Public Safety Department conducted a background investigation of Sarah Ann Meyer and did not find anything that would constitute a basis for denial of the application.

A search was conducted for disciplinary actions posted by the MN Department of Health Office of Unlicensed Complementary and Alternative Health Care Practice and no actions were found posted against Meyer.

Proof of Education/Certificate

The City of Cottage Grove requires that proof of education/certification in compliance with our City Code be sent directly to us from the institution, program, or examining board. Meyer completed her certification from Globe University in Woodbury and therefore meets the education requirements outlined below.

Education requirements must meet one of the following:

- A. Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.
- B. Passing results of Massage and Bodywork Licensing Examination {MBLEx} administered by the Federation of State Massage Therapy Boards {FSMTB}, or the National Certification Exam for Therapeutic Massage {NCETM} or National Certification Exam for Therapeutic

Staff Recommendation

Authorize issuance of a massage therapist license to Sarah Ann Meyer at the location of The Healing Place (8617 West Pt Douglas Rd #140).

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: April 29, 2025
Subject: **MASSAGE THERAPIST LICENSE APPLICATION**

INTRODUCTION

All persons requesting to practice massage therapy within the City of Cottage Grove, are required by City Ordinance to be licensed.

BACKGROUND

Pursuant to City Ordinance, Sarah Ann Meyer, 101 Riverside Terrace, Cannon Falls, MN 55009 has submitted an application for a Massage Therapist License to be independently contracted by The Healing Place of Cottage Grove, 8617 West Point Douglas Road S, Suite 140, Cottage Grove, MN 55016. The Department of Public Safety is required to conduct a police investigation of the applicant.

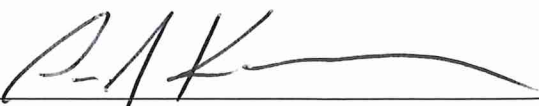
DISCUSSION

The application of Sarah Ann Meyer, as submitted, is complete and in compliance with our ordinance.

We have investigated the applicant and have not found any facts, which would constitute a basis for denial of a Massage Therapist License, under the provisions of the City Ordinance.

RECOMMENDATION

Recommend that the City Council approve the Massage Therapist License application for Sarah Ann Meyer.



Peter Koerner – Director of Public Safety

04/29/2025



City Council Action Request

7.G.

Meeting Date	5/7/2025						
Department	Administration						
Agenda Category	Ordinance						
Title	Fee Table Change - Ordinance 1097						
Staff Recommendation	Adopt Ordinance 1097 accepting the changes to the City Fee Table as outlined in the City Ordinance.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo - Fee Table Clean up</td></tr><tr><td>2.</td><td>Ordinance - 1097 (AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING THE CITY FEE TABLE)</td></tr><tr><td>3.</td><td>Attachment A - 2025 Proposed Fee's (Council 2025-05-07)</td></tr></table>	1.	Memo - Fee Table Clean up	2.	Ordinance - 1097 (AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING THE CITY FEE TABLE)	3.	Attachment A - 2025 Proposed Fee's (Council 2025-05-07)
1.	Memo - Fee Table Clean up						
2.	Ordinance - 1097 (AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING THE CITY FEE TABLE)						
3.	Attachment A - 2025 Proposed Fee's (Council 2025-05-07)						



To: City Council
Jennifer Levitt, City Administrator

From: Tamara Anderson, City Clerk

Date: April 9, 2025

Subject: Fee Table Update – Ordinance 1097

Introduction/Background

A comprehensive review of the City Fee Table was recently conducted by staff to identify and rectify inconsistencies and outdated entries. This review revealed a few areas requiring updates to ensure the table accurately reflects current costs and service descriptions. The proposed changes are primarily administrative in nature, addressing issues such as:

- **Administrative Fee (Towing and Impound):** The description of this fee, as well as the Impound Storage Fee, will now explicitly state "Per Prosecuting Attorney." This clarification is to accurately reflect the assessment of these fees, which are subject to the discretion and direction of the Prosecuting Attorney's office.
- **Development Miscellaneous Fee:** Clarify terminology by renaming line item #101 from "Concept Plan Review" to "Preliminary Development Review Escrow," thereby accurately reflecting the escrow's purpose in covering staff time prior to formal application submission and review.
- **Building Residential Temporary Certificate of Occupancy:** The Residential Temporary Certificate of Occupancy has been revised. The previous escrow requirement of \$8,000 has been removed and replaced with a Temporary Certificate of Occupancy Application Fee of \$50 per application.

The current Reinspection fee has been changed to offer clarification and will include in parenthesis (plumbing, mechanical and building). In addition, the fee schedule has been updated to include the following reinspection fees:

- New Home Sod Reinspection - \$60
- New Home Boulevard Tree Reinspection - \$60
- Curb Box Reinspection - \$70
- Grading As-Built Reinspection - \$25
- **Utilities Water Usage Rates:** Implement billing for eight (8) dial meters based on actual gallon consumption.

- **General Services:** Finance Department to apply a 4.5% annual finance charge (minimum \$3.00) to annual bills outstanding beyond 90 days.
- **Licenses:** Amend the current licensing fee structure for chickens and ducks, reducing the renewal fee to \$50 for a two-year license. Add a Commercial Film Production (Low Impact) license in the amount of \$100 for a production that includes less than five crew and less than 10 talents with no trucks or commercial vehicles and only two personal vehicles. And, add a Commercial Film Production (High Impact) License in the amount of \$200 for a production that includes more than five crew, more than 10 talents, and more than two personal vehicles.

These updates are necessary to maintain the integrity and accuracy of the City Fee Table, ensuring transparency and efficiency in our services. We are committed to providing clear and consistent information to our residents and businesses.

Staff Recommendation

Approve Ordinance 1097 accepting the changes to the City Fee Table as outlined in the City Ordinance.

ORDINANCE NO. 1097

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA,
AMENDING THE CITY FEE TABLE**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The City Fee Table administered by the City of Cottage Grove, County of Washington, State of Minnesota, shall be amended as specified in Attachment A effective upon publication and will remain in effect until amended or otherwise specified.

Administrative Fee (Towing and Impound) – Adding language “Per Prosecuting Attorney”.

Development Miscellaneous Fee – Naming the line item “Concept Plan Review”.

Building Residential Temporary Certificate of Occupancy – Removing the Temporary Certificate of Occupancy Escrow and adding a Temporary Certificate of Occupancy Application Fee in the amount of \$50 per application. Clarifying the Reinspection Fee by adding (plumbing, mechanical and building) and adding Reinspection Fees for the following:

- New Home Sod Reinspection - \$60
- New Home Boulevard Tree Reinspection - \$60
- Curb Box Reinspection - \$70
- Grading As-Built Reinspection - \$25

Utilities Water Usage Rates – Adding line item for (8) dial meters and billing on actual gallon consumption.

General Services – Adding 4.5% annual finance charge (minimum \$3.00) to annual bills outstanding beyond 90 days.

Licenses – Reducing Renewal Fee’s for Chicken and Duck Licensing to \$50 (2-year license). Adding a Commercial Film Production (Low Impact) license fee of \$100 and adding a Commercial Film Production (High Impact) license fee of \$200.

SECTION 2. PUBLICATION BY TITLE AND SUMMARY. Pursuant to Minnesota Statute Section 412.191, subd. 4, in the case of a lengthy ordinance, a summary may be published in lieu of the entire ordinance. The entire ordinance has been posted in accordance with State Statute 415.19 on the City's Public

Notices board at City Hall, and on the City's website under Pending Ordinances at least ten days before consideration. A copy of the entire ordinance is available at the office of the City Clerk and the fee table in its entirety will be published on the City's website. The following summary is approved by the City Council and shall be published in lieu of the entire ordinance:

**City of Cottage Grove
Ordinance 1097**

The Cottage Grove City Council passed Ordinance 1097, which amends the City Fee Table in the following categories 5/7/2025: Administration Fee (Towing and Impound), Development Miscellaneous Fee, Building Residential Temporary Certificate of Occupancy, Utilities Water Usage Rates, General Services, and Licenses.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect after its passage and publication according to law.

Passed this 7th of May, 2025

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Published in the *Pioneer Press* on_____.

	A	B	C	D	E	F	G	H	I
1									
2	Category	Subcategory	Item	Tier	2024 Fee's	2024 Notes - regarding change in fee	2025 Notes - regarding change in fee	2025 Fees	2025 Notes
3	Ambulance	Advanced Life Support	Stand-By (EMT and Paramedic with Ambulance)		\$200.00 per Hour			\$220.00 per hour	Brenda Confirm
4	Ambulance	Advanced Life Support	Stand-By (Paramedic without Ambulance)		\$75.00 per Hour			\$80.00 per hour	Brenda Confirm
5	Ambulance	Advanced Life Support	Treatment and Transport - Tier 1		\$2,500.00			\$2,690.00	Brenda Done
6	Ambulance	Advanced Life Support	Treatment and Transport - Tier 2		\$2,800.00			\$3,010.00	Brenda Done
7	Ambulance	Advanced Life Support	Treatment without Transport (includes all medication administration, oxygen administration, ET/CO2 monitoring, ultrasound, ECG monitoring (including 12 lead EKG))		\$500.00			\$540.00	Brenda Confirm
8	Ambulance	Basic Life Support	Evaluation without Transport (includes assessment, vital signs (including pulse oximetry), blood glucose measurement, basic bandaging, band-aid, basic wound care, splinting or carbon monoxide monitoring)		No Charge Resident; \$500.00 Non Resident			No Charge Resident; \$540.00 Non Resident	Brenda Done
9	Ambulance	Basic Life Support	Stand-By (2 EMTs with Ambulance)		\$150.00 per Hour			\$160.00 per hour	Brenda Done
10	Ambulance	Basic Life Support	Stand-By (EMT without Ambulance)		\$50.00 per Hour			\$55.00 per hour	Brenda Done
11	Ambulance	Basic Life Support	Treatment and Transport		\$2,000.00			\$2,150.00	Brenda Done
12	Ambulance	Other	Mileage Charge (Per Loaded Mile From City Limits)		\$33.00			\$40.00	Brenda Done
13	Ambulance	Other	Non-Resident Fee		\$210.00			\$230.00	Brenda Done
14	Ambulance	Other	Special Services EMS Charge		\$410.00			\$440.00	Brenda Done
15	Animal	Impound	City-Ordered, Administrative Fee		Actual Cost Incurred by Impound Facility			Actual Cost Incurred By Impound Facility	
16	Animal	Impound	City-Ordered, Facility Fee		Actual Cost Incurred by Impound Facility			Actual Cost Incurred By Impound Facility	
17	Animal	Licenses	Dog/Cat, Duplicate Tag		\$5.00 Each			\$5.00 each	
18	Animal	Licenses	Dog/Cat, Multiple Animal		\$100.00 Per Calendar Year			\$100.00 Per Calendar Year	
19	Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (1 Calendar Year)		\$20.00 Renewal			\$20.00 Renewal	
20	Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (Lifetime License)		\$75.00			\$75.00	
21	Animal	Licenses	Dog/Cat, Spayed/Neutered (1 Calendar Year)		\$15.00 Renewal			\$15.00 Renewal	
22	Animal	Licenses	Dog/Cat, Spayed/Neutered (Micro-chipped Lifetime License)		\$50.00			\$50.00	
23	Animal	Licenses	Dog/Cat, Spayed/Neutered (No Micro-chip Lifetime License)		\$60.00			\$60.00	
24	Animal	Licenses	Goats, Temporary Keeping of, Vegetation Management		\$50.00 per Calendar Year			\$50.00 Per Calendar Year	
25	Animal	Licenses	Kennel, Commercial		\$50.00 per Year			\$50.00 per year	
26	Animal	Other	Administrative hearing fee, dangerous/potentially dangerous dog		\$200.00			\$200.00	
27	Animal	Registrations	Dog, Dangerous		\$100.00 Spayed/Neutered; \$105.00 Non-Spayed/Non-Neutered per Calendar Year			\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year	
28	Animal	Registrations	Dog, Potentially Dangerous		\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year			\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year	
29	Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Remainder of City		\$2,345.00 per acre	3% increase due to inflation		\$2,410.00 per acre	Fee adjusted for 2.7% increase in construction cost index
30	Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Lower		\$13,120.00 per acre	Fee adjusted as part of new area calculation		\$13,470.00 per acre	Fee adjusted for 2.7% increase in construction cost index
31	Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Upper		\$4,940.00 per acre	Fee adjusted as part of new area calculation		\$5,070.00 per acre	Fee adjusted for 2.7% increase in construction cost index
32	Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Utility Staging Area 2		\$9,870.00 per acre	New fee based on area calculation		\$10,140.00 per acre	Fee adjusted for 2.7% increase in construction cost index
33	Development	Area Charges, Commercial/Industrial	Storm Water Facilities, East Ravine		\$13,210.00 per acre	New fee based on area calculation		\$13,570.00 per acre	Fee adjusted for 2.7% increase in construction cost index
34	Development	Area Charges, Commercial/Industrial	Storm Water Facilities, Remainder of City		\$11,285.00 per acre	3% increase due to inflation		\$11,590.00 per acre	Fee adjusted for 2.7% increase in construction cost index
35	Development	Area Charges, Commercial/Industrial	Storm Water Facilities, South District		\$13,020.00 per acre	New fee based on area calculation		\$13,370.00 per acre	Fee adjusted for 2.7% increase in construction cost index
36	Development	Area Charges, Commercial/Industrial	Storm Water Facilities, West Draw		\$12,575.00 per acre	3% increase due to inflation		\$12,910.00 per acre	Fee adjusted for 2.7% increase in construction cost index

	A	B	C	D	E	F	G	H	I
1									
37	Development	Area Charges, Commercial/Industrial	Waterworks		\$7,260.00 per acre	Fee adjusted as part of new area calculation		\$7,460.00 per acre	Fee adjusted for 2.7% increase in construction cost index
38	Development	Area Charges, Residential	Sanitary Sewer, Remainder of City		\$1,670.00 per acre	3% increase due to inflation		\$1,720.00 per acre	Fee adjusted for 2.7% increase in construction cost index
39	Development	Area Charges, Residential	Sanitary Sewer, South District Lower		\$9,300.00 per acre	Fee adjusted as part of new area calculation		\$9,550.00 per acre	Fee adjusted for 2.7% increase in construction cost index
40	Development	Area Charges, Residential	Sanitary Sewer, South District Upper		\$3,510.00 per acre	Fee adjusted as part of new area calculation		\$3,600.00 per acre	Fee adjusted for 2.7% increase in construction cost index
41	Development	Area Charges, Residential	Sanitary Sewer, Upper Ravine		\$8,570.00 per acre	3% increase due to inflation		\$8,800.00 per acre	Fee adjusted for 2.7% increase in construction cost index
42	Development	Area Charges, Residential	Sanitary Sewer, Utility Staging Area 2		\$7,000.00 per acre	New fee based on area calculation		\$7,190.00 per acre	Fee adjusted for 2.7% increase in construction cost index
43	Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 1		\$2,090.00 per acre	3% increase due to inflation		\$2,150.00 per acre	Fee adjusted for 2.7% increase in construction cost index
44	Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 2		\$3,450.00 per acre	3% increase due to inflation		\$3,540.00 per acre	Fee adjusted for 2.7% increase in construction cost index
45	Development	Area Charges, Residential	Storm Water Facilities, East Ravine - High Density		\$13,210.00 per acre	New fee based on area calculation		\$13,570.00 per acre	Fee adjusted for 2.7% increase in construction cost index
46	Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Medium Density		\$11,030.00 per acre	New fee based on area calculation		\$11,330.00 per acre	Fee adjusted for 2.7% increase in construction cost index
47	Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Single Family		\$9,040.00 per acre	New fee based on area calculation		\$9,280.00 per acre	Fee adjusted for 2.7% increase in construction cost index
48	Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Ag Developed		\$8,090.00 per acre	3% increase due to inflation		\$8,310.00 per acre	Fee adjusted for 2.7% increase in construction cost index
49	Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Estate		\$5,630.00 per acre	3% increase due to inflation		\$5,780.00 per acre	Fee adjusted for 2.7% increase in construction cost index
50	Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - High Density		\$11,290.00 per acre	3% increase due to inflation		\$11,590.00 per acre	Fee adjusted for 2.7% increase in construction cost index
51	Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Medium Density		\$9,410.00 per acre	3% increase due to inflation		\$9,660.00 per acre	Fee adjusted for 2.7% increase in construction cost index
52	Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Single Family		\$7,730.00 per acre	3% increase due to inflation		\$7,940.00 per acre	Fee adjusted for 2.7% increase in construction cost index
53	Development	Area Charges, Residential	Storm Water Facilities, South District - High Density		\$13,020.00 per acre	New fee based on area calculation		\$13,370.00 per acre	Fee adjusted for 2.7% increase in construction cost index
54	Development	Area Charges, Residential	Storm Water Facilities, South District - Medium Density		\$10,880.00 per acre	New fee based on area calculation		\$11,170.00 per acre	Fee adjusted for 2.7% increase in construction cost index
55	Development	Area Charges, Residential	Storm Water Facilities, South District - Single Family		\$8,920.00 per acre	New fee based on area calculation		\$9,160.00 per acre	Fee adjusted for 2.7% increase in construction cost index
56	Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Multi Family		\$11,080.00 per acre	3% increase due to inflation		\$11,380.00 per acre	Fee adjusted for 2.7% increase in construction cost index
57	Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Single Family		\$8,470.00 per acre	3% increase due to inflation		\$8,700.00 per acre	Fee adjusted for 2.7% increase in construction cost index
58	Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Multi Family		\$5,900.00 per acre	3% increase due to inflation		\$6,060.00 per acre	Fee adjusted for 2.7% increase in construction cost index

	A	B	C	D	E	F	G	H	I
1									
59	Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Single Family		\$5,000.00 per acre	3% increase due to inflation		\$5,140.00 per acre	Fee adjusted for 2.7% increase in construction cost index
60	Development	Area Charges, Residential	Storm Water Facilities, West Draw - Ag Developed		\$9,010.00 per acre	3% increase due to inflation		\$9,250.00 per acre	Fee adjusted for 2.7% increase in construction cost index
61	Development	Area Charges, Residential	Storm Water Facilities, West Draw - Estate		\$6,290.00 per acre	3% increase due to inflation		\$6,460.00 per acre	Fee adjusted for 2.7% increase in construction cost index
62	Development	Area Charges, Residential	Storm Water Facilities, West Draw - High Density		\$12,580.00 per acre	3% increase due to inflation		\$12,920.00 per acre	Fee adjusted for 2.7% increase in construction cost index
63	Development	Area Charges, Residential	Storm Water Facilities, West Draw - Medium Density		\$10,490.00 per acre	3% increase due to inflation		\$10,770.00 per acre	Fee adjusted for 2.7% increase in construction cost index
64	Development	Area Charges, Residential	Storm Water Facilities, West Draw - Single Family		\$8,380.00 per acre	3% increase due to inflation		\$8,610.00 per acre	Fee adjusted for 2.7% increase in construction cost index
65	Development	Area Charges, Residential	Water Works, Remainder of City		\$5,850.00 per acre	Fee adjusted as part of new area calculation		\$6,010.00 per acre	Fee adjusted for 2.7% increase in construction cost index
66	Development	Connection Fees, Commercial/Industrial	Sanitary Sewer		\$1,520.00 per acre	3% increase due to inflation		\$1,560.00 per acre	Fee adjusted for 2.7% increase in construction cost index
67	Development	Connection Fees, Commercial/Industrial	Water Works		\$2,250.00 per are	Fee adjusted as part of new area calculation		\$2,310.00 per acre	Fee adjusted for 2.7% increase in construction cost index
68	Development	Connection Fees, Residential	Sanitary Sewer, Entire City		\$400.00 per unit	3% increase due to inflation		\$410.00 per unit	Fee adjusted for 2.7% increase in construction cost index
69	Development	Connection Fees, Residential	Water Works, Entire City		\$320.00 per unit	Fee adjusted as part of new area calculation		\$330.00 per unit	Fee adjusted for 2.7% increase in construction cost index
70	Development	Engineering	City Concept Review, Public Improvement (Private Developer)		1.0%			1%	
71	Development	Engineering	City Design Escrow, Public Improvement (Private Developer, Public Design)		5.0%			5%	
72	Development	Engineering	City Engineering Administration Fee, Public Improvement (Private Developer)		2.0%			2%	
73	Development	Engineering	City Engineering Administration Fee, Public Project		4.0%			4%	
74	Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		6%			6%	
75	Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		5%			5%	
76	Development	Engineering	City Inspection/Testing Escrow, Public Improvement (Private Developer, Public Design)		10.0%			10%	
77	Development	Engineering	Hourly Rate for Engineering and Staff Time		Actual cost			Actual Cost	
78	Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		2%			2%	
79	Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		2.5%			3%	
80	Development	Engineering	Private Commercial Site Improvements - \$0 - \$100,000 Valuation		\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement Valuation	\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement Valuation		\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement Valuation	
81	Development	Engineering	Private Commercial Site Improvements - \$500,001 - \$1,000,000 Valuation		\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation	\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation		\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation	
82	Development	Engineering	Private Commercial Site Improvements - Greater than \$1,000,000 valuation		\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation	\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation		\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation	
83	Development	Engineering	Private Commercial Site Improvements \$100,001 - \$500,000 Valuation		\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation	\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation		\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation	
84	Development	Engineering	Telecommunication Facilities Escrow Fee		\$10,000.00			\$10,000.00	cannot change per Kori

	A	B	C	D	E	F	G	H	I
1									
85	Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Grange Water Tower (H10' X W10' X D24" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)			\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	cannot change per Kori
86	Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Meadowgrass Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)			\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	cannot change per Kori
87	Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Inwood Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)			\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	cannot change per Kori
88	Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Innsdale Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)			\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	cannot change per Kori
89	Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	92nd Street Water Tower (H10' X W12' X D32" Maximum Area)	\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)			\$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	cannot change per Kori
90	Development	Engineering	Telecommunication Facilities Lease (Generator Fee)		\$6000.00/per year per generator with a 3% Annual Lease Rate Escalator			\$6000.00/Per Year Per Generator With a 4% Annual Lease Rate Escalator	cannot change per Kori
91	Development	Miscellaneous	Administrative Use Permit, Commercial		\$515.00 plus \$5,000.00 Escrow			\$565.00 Plus \$5,000.00 Escrow	added \$50 to all planning application fees
92	Development	Miscellaneous	Administrative Use Permit, Residential		\$515.00 plus \$1,000.00 Escrow			\$565.00 Plus \$5,000.00 Escrow	added \$50 to all planning application fees
93	Development	Miscellaneous	Agricultural Preservation Documentation Processing		\$100.00			\$150.00	added \$50 to all planning application fees
94	Development	Miscellaneous	Business Park AUAR		\$111.00 per Acre	\$111.00 per Acre		\$111.00 per Acre	
95	Development	Miscellaneous	Business Subsidy Application		\$10,000.00 Escrow (Unused Escrow Amount Returned)	\$10,000.00 Escrow (Unused Escrow Amount Returned)		\$10,000.00 Escrow (Unused Escrow Amount Returned)	
96	Development	Miscellaneous	Comprehensive Plan		\$50.00 paper copy/\$10 digital			\$50.00 Paper Copy/\$10 Digital	
97	Development	Miscellaneous	Comprehensive Plan Amendment, Map or Text		\$620.00 + \$55.00 GIS Fee + \$2,500.00 Escrow			\$670.00 + \$55.00 GIS Fee + \$2,500.00 Escrow	added \$50 to all planning application fees
98	Development	Miscellaneous	Conditional Use Permit, Commercial		\$515.00 plus \$5,000.00 Escrow			\$565.00 Plus \$5,000.00 Escrow	added \$50 to all planning application fees
99	Development	Miscellaneous	Conditional Use Permit, Interim		\$515.00 Annually			\$565.00 Plus \$5,000.00 Escrow	added \$50 to all planning application fees
100	Development	Miscellaneous	Conditional Use Permit, Residential		\$515.00 plus \$1,000.00 Escrow			\$565.00 Plus \$5,000.00 Escrow	added \$50 to all planning application fees
101	Development	Miscellaneous	East Ravine AUAR Charge		\$120.00 per Acre			\$120.00 Per Acre	
102	Development	Miscellaneous	Environmental Assessment Worksheet		\$620.00 plus Actual Costs			\$620.00 Plus Actual Costs	
103	Development	Miscellaneous	Financial Guarantee, Escrow for Subdivision Improvements		Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.	Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.		Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.	
104	Development	Miscellaneous	Historic Preservation Delisting		\$515.00			\$515.00	
105	Development	Miscellaneous	Historic Preservation Designation		\$515.00			\$515.00	
106	Development	Miscellaneous	Lot Grading and Corner Lot Pin Compliance Escrow		\$1,000.00 per Lot			\$1,000.00 Per Lot	
107	Development	Miscellaneous	Metropolitan Council SAC Charge		\$2,485.00 per Unit for Applicable 2023 Permits			\$2,485.00 Per Unit for Applicable 2025 Permits	No change to SAC fees for 2025
108	Development	Miscellaneous	Mining, Annual Inspection and Review		\$2,060.00			\$2,060.00	
109	Development	Miscellaneous	Mining, Permit Removal per Occurrence		Under 100,000 tons \$250.00. Over 100,000 tons \$500.00			Under 100,000 tons - \$300.00. Over 100,000 tons - \$550.00	added \$50 to all planning application fees
110	Development	Miscellaneous	Natural Resources Inventory		\$70.00 per Paper Copy			\$70.00 Per Paper Copy	
111	Development	Miscellaneous	Off-Site Stormwater Ponding Fee		Reference City Stormwater Management Plan	Reference City Stormwater Management Plan		Reference City Stormwater Management Plan	
112	Development	Miscellaneous	Park and Open Space Identification Markers		\$175/post			\$175/Post	Zac confirmed cost
113	Development	Miscellaneous	Park Land Dedication, Commercial	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.		Minimum of 10% of the Buildable Land within the Development.	
114	Development	Miscellaneous	Park Land Dedication, Commercial	Cash in Lieu of	Estimated \$8,100.00 Per Acre or 4% of the Fair Market Value, whichever is greater.	Estimated \$8,100.00 Per Acre or 4% of the Fair Market Value, whichever is greater.		Estimated \$8,400.00 Per Acre or 4% of the Fair Market Value, whichever is greater.	
115	Development	Miscellaneous	Park Land Dedication, Industrial	Cash Only	\$8,100.00			\$8,400.00	

	A	B	C	D	E	F	G	H	I
1									
116	Development	Miscellaneous	Park Land Dedication, Residential	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.		Minimum of 10% of the Buildable Land within the Development.	
117	Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Single Family)	\$4,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$4,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.		\$4,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	
118	Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Quad Buildings)	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.		\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	
119	Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Townhome)	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.		\$3,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	
120	Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family (Apartments, Condos, Independent Senior Living))	\$1,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$1,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.		\$2,200.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	
121	Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family, Assisted Living (Skilled Care, Memory Care))	\$8,100.00 Per Acre or 10% of the Fair Market Value, whichever is greater.	\$8,100.00 Per Acre or 10% of the Fair Market Value, whichever is greater.		\$8,400.00 Per Acre or 10% of the Fair Market Value, whichever is greater.	
122	Development	Miscellaneous	Plat, Final		\$310.00 + \$100.00/acre + \$5,000.00 Escrow			\$360.00 + \$100.00/Acre + \$5,000.00 Escrow	added \$50 to all planning application fees
123	Development	Miscellaneous	Plat, Preliminary		\$515.00 + \$50.00 per Lot/Unit + \$5,000.00 Escrow			\$565.00 + \$50.00 Per Lot/Unit + \$5,000.00 Escrow	added \$50 to all planning application fees
124	Development	Miscellaneous	Preliminary Development Review Escrow		\$1,030.00 plus \$20.00 per Acre; \$1,000.00 Escrow			\$1,080.00 Plus \$20.00 Per Acre; \$1,000.00 Escrow	added \$50 to all planning application fees
125	Development	Miscellaneous	Public ROW and Easement Vacations		\$310.00			\$360.00	added \$50 to all planning application fees
126	Development	Miscellaneous	PUD (Planned Unit Development)		\$615 plus \$2,000 Escrow	Newly Added Fee		\$900 Plus a \$2,000 Escrow	With our recent code overhaul, our intention was to limit the need for PUDs. With that said, increasing the fee for those situations to \$900 would be appropriate.
127	Development	Miscellaneous	Re-addressing		\$100.00			\$150.00	added \$50 to all planning application fees
128	Development	Miscellaneous	Sealcoating, Street, New Subdivision		\$1.25 per Square Yard			\$1.25 Per Square Yard	Ryan wants to keep this confirmed with ryan
129	Development	Miscellaneous	Sealcoating, Trails		\$2.50 per Square Yard			\$2.50 Per Square Yard	
130	Development	Miscellaneous	Sign Ordinance		\$15.00 per Paper Copy / \$10.00 Digital Format			\$15.00 Per Paper Copy / \$10.00 Digital Format	
131	Development	Miscellaneous	Signs, Illegal, Return of		\$10.00 per sign			\$10.00 Per Sign	
132	Development	Miscellaneous	Site Plan		\$415.00 plus \$5,000.00 Escrow			\$500.00 Plus \$5,000 Escrow	added \$50 to all planning application fees
133	Development	Miscellaneous	Sketch Plan Review		\$155.00 plus \$500.00 Escrow			\$205.00 Plus \$500.00 Escrow	added \$50 to all planning application fees
134	Development	Miscellaneous	Street Lighting - New Developments		\$5.85/Lot/Month for 24 Months			\$6.32/Lot/Month for 24 Months	Increased per the 2025 street light utility rates
135	Development	Miscellaneous	Street Renaming		\$200.00 plus sign material and labor for installation			\$200.00 (Plus Sign Material and Labor for Installation)	
136	Development	Miscellaneous	Subdivision, Minor		\$310.00 plus \$2,000 Escrow			\$500.00 Plus \$2,000 Escrow	Given this is a process through Planning Commission and City Council, increasing to \$500 would be appropriate.
137	Development	Miscellaneous	Tree Mitigation	Replacement Trees	Reference Title 11-3-14			Reference Title 11-3-13	updated code section
138	Development	Miscellaneous	Tree Mitigation	Cash In Lieu of	\$150.00 per Required Replacement Inch per Title 11-6-20			\$150.00 Per Required Replacement Inch	removed code reference
139	Development	Miscellaneous	Variance, Post-Construction		\$875.00			\$925.00	added \$50 to all planning application fees
140	Development	Miscellaneous	Variance, Pre-Construction		\$255.00			\$300.00	Same as Woodbury
141	Development	Miscellaneous	Zoning Amendment, Text or Map		\$615.00 plus \$2,000.00 Escrow			\$665.00 Plus \$2,000.00 Escrow	added \$50 to all planning application fees
142	Development	Miscellaneous	Zoning Appeal		\$260.00			\$310.00	added \$50 to all planning application fees
143	Development	Miscellaneous	Zoning Letter		\$75.00			\$100.00	Time Consuming

	A	B	C	D	E	F	G	H	I
1.					\$30.00 per Paper Copy / \$10 Digital Format			\$30.00 Per Paper Copy / \$10 Digital Format	
144	Development	Miscellaneous	Zoning Ordinance						
145	Fines	Code Enforcement	Weeds, Tall, Abatement	1st Violation in 12-Month Period	\$55.00 plus Actual Cost			\$55.00 Plus Actual Cost	
146	Fines	Code Enforcement	Weeds, Tall, Abatement	2nd Violation in 12-Month Period	\$105.00 plus Actual Cost			\$105.00 Plus Actual Cost	
147	Fines	Code Enforcement	Weeds, Tall, Abatement	3rd Violation in 12-Month Period	\$205.00 plus Actual Cost			\$205.00 Plus Actual Cost	
								\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director	
148	Fines	License	Cannabinoid & Low Potency THC, Underage Sale	1st Violation in a 24-Month Period					
149	Fines	License	Cannabinoid & Low Potency THC, Underage Sale	2nd Violation in a 24-Month Period				\$1,000.00 (Plus 3-Day Suspension)	
150	Fines	License	Cannabinoid & Low Potency THC, Underage Sale	3rd Violation in a 24-Month Period				\$2,000.00 (Plus 7-Day Suspension)	
151	Fines	License	Cannabinoid & Low Potency THC, Underage Sale	Additional Violations in a 24-Month Period				30-day Suspension	fee's per Kori email 11/21/24
152	Fines	License	False Alarms, Commercial (0-4)		No charge			No Charge	
153	Fines	License	False Alarms, Commercial (10+)		\$300.00 Each			\$300.00 Each	
154	Fines	License	False Alarms, Commercial (5-6)		\$75.00 Each			\$75.00 Each	
155	Fines	License	False Alarms, Commercial (7-9)		\$150.00 Each			\$150.00 Each	
					\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director			\$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director	
156	Fines	License	Liquor, Underage Sale	1st Violation in a 24-Month Period					
157	Fines	License	Liquor, Underage Sale	2nd Violation in a 24-Month Period	\$1,000.00 (plus 3-Day Suspension)			\$1,000.00 (Plus 3-Day Suspension)	
158	Fines	License	Liquor, Underage Sale	3rd Violation in a 24-Month Period	\$1,500.00 (plus 7-Day Suspension)			\$1,500.00 (Plus 7-Day Suspension)	
159	Fines	License	Liquor, Underage Sale	4th Violation in a 24-Month Period	Revocation			Revocation	
160	Fines	License	Tobacco, Underage Sale, Licensee	1st Violation in a 36-Month Period	\$300.00			\$300.00	
161	Fines	License	Tobacco, Underage Sale, Licensee	2nd Violation in a 36-Month Period	\$600.00			\$600.00	
162	Fines	License	Tobacco, Underage Sale, Licensee	3rd Violation in a 36-Month Period	\$1,000.00 (plus 7-Day Suspension)			\$1,000.00 (Plus 7-Day Suspension)	
163	Fines	License	Tobacco, Underage Sale, Licensee	4th Violation in a 36-Month Period	License Revocation			License Revocation	
164	Fines	License	Tobacco, Underage Sales, Employee/Seller		\$50.00			\$50.00	
165	General Services	Copying/Printing	City Maps, Urban or Rural		\$5.00 Each			\$5.00 Each	
166	General Services	Copying/Printing	Copies		\$0.25			\$0.25	
167	General Services	Copying/Printing	Printing, Large Format, Black and White		\$5.00 Each	\$5.00 Each		\$5.00 Each	
168	General Services	Copying/Printing	Printing, Large Format, Color		\$10.00 Each	\$10.00 Each		\$10.00 Each	
169	General Services	Finance	Administrative fee for conduit debt		Actual out of Pocket Costs	Actual out of Pocket Costs		Actual out of Pocket Costs	
170	General Services	Finance	Assessment Search		\$20.00			\$20.00	
171	General Services	Finance	Credit Card Fee's - For All Activities Except Golf, Ice Arena, HERO Center, and Recreation.					\$2.50 or 3.75% (or actual cost of processing the credit card)	
172	General Services	Finance	Credit Card Fee's - Recreation					6.98% for online payments (or actual cost of processing credit card)	
173	General Services	Finance	Finance Charge on Accounts Receivable Aged Greater than 30 Days		1.5% per month or \$1.00 Minimum			1.5% Per Month or \$1.00 Minimum	
174	General Services	Finance	Finance Charge on Annual Utility Bills Greater than 90 Days					4.5% Annual or \$3.00 minimum (whichever is greater)	
175	General Services	Finance	Finance, Projects		3.0%			3%	
176	General Services	Finance	Nonsufficient Fund Charge		\$35.00			\$35.00	
177	General Services	Finance	Tax Increment Financing (TIF) Escrow		\$10,000 for each TIF proposed project		added 3/5/2025	\$10,000.00	
178	General Services	Finance	Tax-Exempt Revenue Bond Financing		1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue	1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue		1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue	
179	General Services	Miscellaneous	Administration, Projects		2.00%			2%	
180	General Services	Miscellaneous	Appeals to the city administrator filing fee		\$200.00/Each	\$200.00/Each		\$200.00/Each	City Code 1-3-4
181	General Services	Miscellaneous	City Hall Facility Use		Cleaning Fee, Additional - \$40.00 Per Hour. One Hour Minimum Charge	Cleaning Fee, Additional - \$40.00 per Hour. One Hour Minimum Charge		Cleaning Fee, Additional - \$40.00 per Hour. One Hour Minimum Charge	
182	General Services	Miscellaneous	Election Filing Fee		\$5.00	Woodbury is \$40		\$5.00	
183	General Services	Miscellaneous	Special Meeting Fee		\$500.00			\$500.00	
184	Golf Course	Cart Rental	Daily		\$30.00	9 Hole Cart		\$32.00	
185	Golf Course	Cart Rental	Daily		\$38.00	18 Hole Cart		\$40.00	
186	Golf Course	Cart Rental	Senior, Non-Primetime		\$20.00	9 Hole Cart		\$22.00	

	A	B	C	D	E	F	G	H	I
1									
187	Golf Course	Cart Rental	Senior, Non-Primetime		\$28.00	18 Hole Cart		\$30.00	
188	Golf Course	Cart Rental	Twilight		\$28.00			\$30.00	
189	Golf Course	Facility Rental	1/2 Banquet Room		\$500.00			\$1,000.00	
190	Golf Course	Facility Rental	Main Banquet Room		\$3,000.00			\$1,500.00	
191	Golf Course	Facility Rental	Wedding Rental		\$3,750.00			\$4,500.00	
192	Golf Course	Facility Rental	Wedding Rental & Ceremony		\$4,500.00			\$6,000.00	
193	Golf Course	Food Minimum	Main Banquet Room		\$3,000.00			\$2,500.00	
194	Golf Course	Food Minimum	Main Banquet Room- Wedding		\$5,000.00			\$4,500.00	
195	Golf Course	Food Minimum	Partial Rooms		\$1,000.00			\$1,500.00	
196	Golf Course	Greens Fee (Juniors)	18 Hole, After 1 PM		\$25.00			\$25.00	
197	Golf Course	Greens Fee (Juniors)	2 Hours Before Dark	Junior Free if playing with an adult	\$5.00			\$10.00	
198	Golf Course	Greens Fee (Juniors)	9 Hole, After 1 PM		\$20.00			\$20.00	
199	Golf Course	Greens Fee (Non-Patron)	18 Hole, Friday - Sunday & Holiday		\$45.00			\$47.00	
200	Golf Course	Greens Fee (Non-Patron)	18 Hole, Monday - Thursday		\$41.00			\$42.00	
201	Golf Course	Greens Fee (Non-Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$28.00	After 12 pm and before 4 pm		\$28.00	After 1 pm and before twilight
202	Golf Course	Greens Fee (Non-Patron)	9 Hole, Monday - Thursday		\$28.00			\$28.00	
203	Golf Course	Greens Fee (Patron)	18 Hole, Friday - Sunday & Holiday		\$42.00			\$44.00	
204	Golf Course	Greens Fee (Patron)	18 Hole, Monday - Thursday		\$38.00			\$39.00	
205	Golf Course	Greens Fee (Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$26.00			\$26.00	
206	Golf Course	Greens Fee (Patron)	9 Hole, Monday - Thursday		\$24.00			\$26.00	
207	Golf Course	Greens Fee (Seniors)	18 Hole, Friday - Sunday & Holiday		\$34.00	After 12 pm and before 4 pm		\$38.00	After 1 pm and before twilight
208	Golf Course	Greens Fee (Seniors)	18 Hole, Monday - Thursday		\$28.00			\$29.00	
209	Golf Course	Greens Fee (Seniors)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$22.00	After 12 pm and before 4 pm		\$22.00	After 1 pm and before twilight
210	Golf Course	Greens Fee (Seniors)	9 Hole, Monday - Thursday		\$19.00			\$21.00	
211	Golf Course	Greens Fee (Twilight Golf)	Walking		\$27.00	4 hours before dark		\$28.00	
212	Golf Course	Practice Range	Range Balls	Small	\$7.00			\$8.00	
213	Golf Course	Practice Range	Range Balls	Medium	\$11.00			\$13.00	2024 was \$12
214	Golf Course	Practice Range	Range Balls	Large	\$15.00			\$16.00	2024 was \$16
215	Golf Course	Ride Along Fee	Ride Along Fee		\$8.00			\$12.00	
216	Golf Course	Season Pass	Couple		\$2,550.00			\$2,700.00	
217	Golf Course	Season Pass	Couple, Weekday		\$2,100.00			\$2,250.00	
218	Golf Course	Season Pass	Half Cart Pass		\$750.00			\$800.00	
219	Golf Course	Season Pass	Half Cart Pass, Senior		\$600.00			\$650.00	
220	Golf Course	Season Pass	Individual		\$1,700.00			\$1,800.00	
221	Golf Course	Season Pass	Individual, Weekday		\$1,400.00			\$1,500.00	
222	Golf Course	Season Pass	Junior, Weekday		\$475.00			\$475.00	
223	Golf Course	Season Pass	Junior, Weekends After 1 PM		\$675.00			\$675.00	
224	Golf Course	Season Pass	Practice Range, Member		\$425.00			\$450.00	
225	Golf Course	Season Pass	Practice Range, Non-Member		\$425.00			\$750.00	
226	Golf Course	Season Pass	Senior		\$1,375.00			\$1,475.00	
227	Golf Course	Season Pass	Senior, Husband/Wife		\$1,800.00			\$2,250.00	
228	Golf Course	Season Pass	Senior, Husband/Wife, Weekday		\$1,675.00			\$1,850.00	
229	Golf Course	Season Pass	Senior, Weekday		\$1,125.00			\$1,250.00	
230	Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Monday - Thursday (includes \$500 Merchandise Credit)	\$5,000.00			\$5,500.00	Includes \$500 in Merchandise Credit
231	Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Friday - Sunday (includes \$500 Merchandise Credit)	\$6,000.00			\$6,500.00	Includes \$500 in Merchandise Credit
232	Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Monday - Thursday (includes \$500 Merchandise Credit)	\$7,000.00			\$7,500.00	Includes \$500 in Merchandise Credit
233	Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Friday - Sunday & Holidays (includes \$500 Merchandise Credit)	\$8,000.00			\$8,500.00	Includes \$500 in Merchandise Credit
234	Golf Course	Trail Fee	Trail Fee		Current Rate	Regular Cart Rate at Time		Current rate	this is for people using their own golf cart
235	Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Boys		50/50 Split - \$1,850.00 Minimum per Game	Price increase to cover operating costs		50/50 Split - \$2,000 Minimum per Game	Price increase to cover operating cost
236	Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Girls		50/50 Split - \$1,350.00 Minimum per Game	Price increase to cover operating costs		50/50 Split - \$1,500 Minimum per Game	Price increase to cover operating cost
237	Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Boys		50/50 Split - \$1,350.00 Minimum per Game	Price increase to cover operating costs		50/50 Split - \$1,500 Minimum per Game	Price increase to cover operating cost
238	Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Girls		50/50 Split - \$1050.00 Minimum per Game	Price increase to cover operating costs		50/50 Split - \$1,200 Minimum per Game	Price increase to cover operating cost

	A	B	C	D	E	F	G	H	I
1.									
239	Ice Arena	North & West Rink Ice Rental	72 Hour Deal		\$170.00 plus Tax	Price increase to cover operating costs		\$175.00 Plus Tax	
240	Ice Arena	North & West Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 10:00 PM)	\$240.00 plus Tax	Price increase to cover operating costs		\$245.00 Plus Tax	
241	Ice Arena	North & West Rink Ice Rental	Monday - Friday	Non-Prime (10:00 PM - 2:00 PM)	\$170.00 plus tax	Price increase to cover operating costs		\$175.00 Plus Tax	
242	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	1 - 10 Hours	\$185.00 plus tax	Price increase to cover operating costs		\$190.00 Plus Tax	
243	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	11 - 20 Hours	\$175.00 plus Tax	Price increase to cover operating costs		\$180.00 Plus Tax	
244	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	21- 35 Hours	\$165.00 plus Tax	Price increase to cover operating costs		\$170.00 Plus Tax	
245	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	36 – 60 Hours	\$160.00 plus Tax	Price increase to cover operating costs		\$165.00 Plus Tax	
246	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	61 Hours or More	\$155.00 plus Tax	Price increase to cover operating costs		\$160.00 Plus Tax	
247	Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime Rate (Before 6 AM or After 10 PM)	\$170.00 plus Tax	Price increase to cover operating costs		\$175.00 Plus Tax	
248	Ice Arena	North & West Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 10:00 PM)	\$240.00 plus Tax	Price increase to cover operating costs		\$245.00 Plus Tax	
249	Ice Arena	North & West Rink Ice Rental	Saturday & Sunday	Non-Prime (10:00 PM - 6:00 AM)	\$170.00 plus Tax	Price increase to cover operating costs		\$175.00 Plus Tax	
250	Ice Arena	Public Skating	Figure Skaters Practice - North or West Rink		\$14.00 per Person			\$14.00 Per Person	
251	Ice Arena	Public Skating	Figure Skaters Practice - South Rink		\$7.00 per Person			\$7.00 Per Person	
252	Ice Arena	Public Skating	Open Hockey		\$7.00 per Person			\$7.00 Per Person	
253	Ice Arena	Public Skating	Public Skating		\$7.00 per Person			\$7.00 Per Person	
254	Ice Arena	Public Skating	Public Skating Punch Card		\$49.00			\$49.00 Each	
255	Ice Arena	Rentals, Other	Ice Resurfacing, Extra		\$25.00	Price increase to cover operating costs		\$25.00	
256	Ice Arena	Rentals, Other	Marquee Sign		\$10.00 per day per side			\$10.00 Per Day Per Side	
257	Ice Arena	Rentals, Other	Meeting Room		\$25.00 per hour			\$30.00 Per Hour	Price increase to cover expense of upkeep and cleaning
258	Ice Arena	Rentals, Other	Skate Rental		\$7.00 per pair			\$7.00 Per Pair	
259	Ice Arena	Rentals, Other	Skate Sharpening		\$7.00 per pair			\$7.00 Per Pair	
260	Ice Arena	Rentals, Other	Skate Sharpening Punch Card		\$49.00/8 sharpening's			\$49.00/ 8 Sharpening's	
261	Ice Arena	South Rink Ice Rental	72 Hour Deal		\$130.00 plus Tax	Price increase to cover operating costs		\$135.00 Plus Tax	
262	Ice Arena	South Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 9:00 PM)	\$140.00 plus Tax	Price increase to cover operating costs		\$145.00 Plus Tax	
263	Ice Arena	South Rink Ice Rental	Monday - Friday	Non-Prime (9:00 PM - 2:00 PM)	\$130.00 plus Tax	Price increase to cover operating costs		\$135.00 Plus Tax	
264	Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Prime (6:00 AM to 10:00 PM)	\$140.00 plus Tax	Price increase to cover operating costs		\$145.00 Plus Tax	
265	Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime (Before 6:00 AM or After 10:00 PM)	\$130.00 plus Tax	Price increase to cover operating costs		\$135.00 Plus Tax	
266	Ice Arena	South Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 9:00 PM)	\$140.00 plus Tax	Price increase to cover operating costs		\$145.00 Plus Tax	
267	Ice Arena	South Rink Ice Rental	Saturday & Sunday	Non-Prime (9:00 PM - 6:00 AM)	\$130.00 plus Tax	Price increase to cover operating costs		\$135.00 Plus Tax	
268	Ice Arena	Turf Rental	March - September		\$90.00 plus Tax \$5,000.00 plus Investigation Fee of \$2,060.00 In-State; Up To \$10,300.00 Out-State			\$100.00 Plus Tax \$5,000.00 Plus Investigation Fee of \$2,060.00 In-State; up to \$10,300.00 Out-Of-State	There has been no price increase to turf since we purchased. The price increase will help offset expenses for staffing and wear and tear
269	Licenses	Business	Adult Entertainment, Principal Uses						
270	Licenses	Business	Beekeeping		\$100.00 every 2 years			\$100.00	
271	Licenses	Business	Cannabis Cultivator (Registration Fee plus first Renewal Fee)					\$1,500.00	
272	Licenses	Business	Cannabis Cultivator (Renewal Fee)					\$1,000.00	
273	Licenses	Business	Cannabis Delivery Service (Registration Fee Plus First Renewal Fee)					\$750.00	
274	Licenses	Business	Cannabis Delivery Service (Renewal Fee)					\$500.00	
275	Licenses	Business	Cannabis Event Organizer Permit (Event Fee and Escrow) (One Event)					250.00 Each Event with a \$5000.00 Escrow	Check with Kori - one more time
276	Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Registration Fee Plus First Renewal Fee)					\$1,000.00	
277	Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Renewal Fee)					\$500.00	

	A	B	C	D	E	F	G	H	I
1									
278	Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Initial Registration (1 License Per Retail Location) (Registration Fee Plus First Renewal Fee)					\$250.00	Changed the item name to be reflective of the State language
279	Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Renewal Fee (Per Retail Location)					\$125.00	
280	Licenses	Business	Cannabis Manufacturer (Registration Fee plus first Renewal Fee)					\$1,500.00	
281	Licenses	Business	Cannabis Manufacturer (Renewal Fee)					\$1,000.00	
282	Licenses	Business	Cannabis Medical Cannabis Combination (Renewal Fee)					\$1,000.00	
283	Licenses	Business	Cannabis Medical Cannabis Combination Initial Registration (Registration Fee Plus First Renewal Fee)					\$1,500.00	
284	Licenses	Business	Cannabis Mezzo (Renewal Fee)					\$1,000.00	
285	Licenses	Business	Cannabis Mezzo Initial Registration (Registration Fee Plus First Renewal Fee)					\$1,500.00	
286	Licenses	Business	Cannabis Micro (Renewal Fee)					\$1,000.00	
287	Licenses	Business	Cannabis Micro Initial Registration (Registration Fee Plus First Renewal Fee)					\$1,000.00	0 Registration Fee
288	Licenses	Business	Cannabis Retailer (Registration Fee plus first Renewal Fee)					\$1,500.00	
289	Licenses	Business	Cannabis Retailer (Renewal Fee)					\$1,000.00	
290	Licenses	Business	Cannabis Testing Facility (Registration Fee Plus First Renewal Fee)					\$1,500.00	
291	Licenses	Business	Cannabis Testing Facility (Renewal Fee)					\$1,000.00	
292	Licenses	Business	Cannabis Transporter (Registration Fee Plus First Renewal Fee)					\$750.00	
293	Licenses	Business	Cannabis Transporter (Renewal Fee)					\$500.00	
294	Licenses	Business	Cannabis Wholesaler (Registration Fee Plus First Renewal Fee)					\$1,500.00	
295	Licenses	Business	Cannabis Wholesaler (Renewal Fee)					\$1,000.00	
296	Licenses	Business	Chicken and Duck Keeping (year 1 and 2)	2 year license	\$100.00 every 2 years			\$100.00	
297	Licenses	Business	Commercial Film Production (High-Impact):		A production that includes more than five crew, more than 10 talents, and more than two personal vehicles			\$200.00	
298	Licenses	Business	Commercial Film Production (Low-Impact):		A production that includes less than five crew and less than 10 talents, no trucks or commercial vehicles, and only two personal vehicles allowed			\$100.00	
299	Licenses	Business	Fireworks Sales, Retail (Accessory Seller)		\$100.00			\$100.00	
300	Licenses	Business	Fireworks Sales, Retail (Principal Seller)		\$350.00			\$350.00	
301	Licenses	Business	Gambling, Investigation Fee (Premises Permits and Bingo Halls)		\$250.00			\$250.00	Minn. Stat. 349.16 subd. 8
302	Licenses	Business	Gambling, Permit and State Licensing Exemptions		\$100.00			\$100.00	
303	Licenses	Business	Liquor, 3.2% Malt Liquor, Investigation Fee		\$250.00 (except Temporary Licenses)			\$250.00 (Except Temporary Licenses)	
304	Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale		\$200.00 per Calendar Year			\$200.00 Per Calendar Year	
305	Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Brew Pub		\$200.00 per Calendar Year			\$200.00 Per Calendar Year	
306	Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Small Brewer		\$200.00 per Calendar Year			\$200.00 Per Calendar Year	
307	Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale		\$600.00 per Calendar Year			\$600.00 Per Calendar Year	
308	Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Club		\$100.00 per Calendar Year	Lions Club		\$100.00 Per Calendar Year	
309	Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Temporary		\$50.00/Day for Each Location			\$50.00/Day For Each Location	
310	Licenses	Business	Liquor, Consumption & Display		\$300.00 per Calendar Year			\$300.00 Per Calendar Year	
311	Licenses	Business	Liquor, Consumption & Display, Temporary		\$25.00 per Day			\$25.00 Per Day	
312	Licenses	Business	Liquor, Intoxicating, Investigation Fee	All Application Types	\$500.00			\$500.00	
313	Licenses	Business	Liquor, Intoxicating, Investigation Fee	Additional Investigation	\$200.00			\$200.00	
314	Licenses	Business	Liquor, Intoxicating, Investigation Fee	Foreign Corporations	Actual Cost	Actual Cost		Actual Cost	
315	Licenses	Business	Liquor, Intoxicating, Off Sale		\$200.00 per Calendar Year	\$200.00 per Calendar Year		\$200.00 Per Calendar Year	
316	Licenses	Business	Liquor, Intoxicating, Off Sale, Brew Pub Malt Liquor		\$500.00 per Calendar Year	\$500.00 per Calendar Year		\$500.00 Per Calendar Year	
317	Licenses	Business	Liquor, Intoxicating, Off Sale, Micro distillery		\$200.00 per Calendar Year	\$200.00 per Calendar Year		\$200.00 Per Calendar Year	
318	Licenses	Business	Liquor, Intoxicating, Off Sale, Small Brewer Malt Liquor		\$200.00 per Calendar Year	\$200.00 per Calendar Year		\$200.00 Per Calendar Year	
319	Licenses	Business	Liquor, Intoxicating, Off Sale, Wine, Temporary		\$50.00 per Day for Each Location			\$50.00 Per Day for Each Location	
320	Licenses	Business	Liquor, Intoxicating, On Sale		\$6,000.00 Per Calendar Year	\$6,000.00 Per Calendar Year		\$6,000.00 Per Calendar Year	
321	Licenses	Business	Liquor, Intoxicating, On Sale, Community Festival, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location		\$50.00 Per Day for Each Location	
322	Licenses	Business	Liquor, Intoxicating, On Sale, Brew Pub		\$500.00 per Calendar Year	\$500.00 per Calendar Year		\$500.00 Per Calendar Year	
323	Licenses	Business	Liquor, Intoxicating, On Sale, Brewer Taproom		\$750.00 per Calendar Year	\$750.00 per Calendar Year		\$750.00 Per Calendar Year	
324	Licenses	Business	Liquor, Intoxicating, On Sale, Club	<=200 Members	\$300.00 per Calendar Year	\$300.00 per Calendar Year		\$300.00 Per Calendar Year	
325	Licenses	Business	Liquor, Intoxicating, On Sale, Club	201 - 500 Members	\$500.00 per Calendar Year	\$500.00 per Calendar Year		\$500.00 Per Calendar Year	
326	Licenses	Business	Liquor, Intoxicating, On Sale, Club	501 - 1,000 Members	\$650.00 per Calendar Year	\$650.00 per Calendar Year		\$650.00 Per Calendar Year	
327	Licenses	Business	Liquor, Intoxicating, On Sale, Club	1,001 - 2,000 Members	\$800.00 per Calendar Year	\$800.00 per Calendar Year		\$800.00 Per Calendar Year	
328	Licenses	Business	Liquor, Intoxicating, On Sale, Club	2,001 - 4,000 Members	\$1,000.00 per Calendar Year	\$1,000.00 per Calendar Year		\$1,000.00 Per Calendar Year	

	A	B	C	D	E	F	G	H	I
1									
329	Licenses	Business	Liquor, Intoxicating, On Sale, Club	4,001 - 6,000 Members	\$2,000.00 per Calendar Year	\$2,000.00 per Calendar Year		\$2,000.00 Per Calendar Year	
330	Licenses	Business	Liquor, Intoxicating, On Sale, Club	>6,000 Members	\$3,000.00 per Calendar Year	\$3,000.00 per Calendar Year		\$3,000.00 Per Calendar Year	
331	Licenses	Business	Liquor, Intoxicating, On Sale, Culinary Class		\$750.00 per Calendar Year	\$750.00 per Calendar Year		\$750.00 Per Calendar Year	
332	Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery Cocktail Room		\$750.00 per Calendar Year	\$750.00 per Calendar Year		\$750.00 Per Calendar Year	
333	Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location		\$50.00 Per Day for Each Location	
334	Licenses	Business	Liquor, Intoxicating, On Sale, Sports Facility or Cultural Facility, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location		\$50.00 Per Day for Each Location	
335	Licenses	Business	Liquor, Intoxicating, On Sale, Temporary		\$50.00/Day for Each Location	\$50.00/Day for Each Location		\$50.00 Per Day for Each Location	
336	Licenses	Business	Liquor, Intoxicating, On Sale, Wine		\$2,000.00 per Calendar Year	\$2,000.00 per Calendar Year		\$2,000.00 Per Calendar Year	
337	Licenses	Business	Liquor, Intoxicating, On Sale, Wine Festival, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location		\$50.00 Per Day for Each Location	
338	Licenses	Business	Liquor, Intoxicating, Sunday		\$200.00 per Calendar Year	\$200.00 per Calendar Year		\$200.00 Per Calendar Year	
339	Licenses	Business	Massage Business		\$100.00 per Calendar Year; \$100.00 Initial Investigation Fee	\$100.00 per Calendar Year; \$100.00 Initial Investigation Fee		\$100.00 Per Calendar Year; \$100.00 Initial Investigation Fee	
340	Licenses	Business	Massage Therapist		\$50.00 per Calendar Year; \$50.00 Initial Investigation Fee	Hastings \$100 license and \$100 Investigation - Woodbury same		\$50.00 Per Calendar Year; \$50.00 Initial Investigation Fee	
341	Licenses	Business	Mobile Food Unit Operator License		\$50/day or \$250/year			\$50/Day or \$250/Year	
342	Licenses	Business	Pawnbroker		\$1,030.00 per Calendar Year; \$530.00 Investigation Fee			\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee	
343	Licenses	Business	Peddler/Transient Merchant		\$105.00 per Calendar Year/License Period	Hastings \$225		\$105.00 Per Calendar Year/License Period	
344	Licenses	Business	Reapplication Fee following Revocation by the Council		Double the current license fee	Double the current license fee		Double the Current License Fee	
345	Licenses	Business	Renewal - Chicken and Duck Keeping (year 3 and after)	2 year license	\$100.00 every 2 years			\$50.00	
346	Licenses	Business	Secondhand Goods Dealer, Single or Multiple		\$1,030.00 per Calendar Year; \$530.00 Investigation Fee			\$1,030.00 Per Calendar Year; \$530.00 Investigation Fee	
347	Licenses	Business	Solid Waste and Recycling Collector, Commercial		\$360.00 Per Calendar Year	\$360.00 per Calendar Year		\$365.00 per Calendar Year	
348	Licenses	Business	Solid Waste and Recycling Collector, Residential		\$565.00 per Calendar Year	\$565.00 per Calendar Year		\$570.00 Per Calendar Year	
349	Licenses	Business	Special Event Permit		\$100.00			\$100.00	
350	Licenses	Business	Tobacco Sales, Retail		\$250.00 per Calendar Year			\$250.00 Per Calendar Year	
351	Licenses	Rental	Rental Dwelling, Late Fee		\$25.00			\$50.00	
352	Licenses	Rental	Rental Dwelling, Multiple Family		\$100.00 per Building Plus \$10.00 per Unit Annually			\$175 Per Building Plus \$20 Per Unit - Annually	proposed increase - Sam sending memo
353	Licenses	Rental	Rental Dwelling, Reinspection Fee		\$50.00 per Unit/Dwelling			\$60.00	proposed increase - Sam sending memo
354	Licenses	Rental	Rental Dwelling, Single/Duplex/Twin		\$180.00 per Unit for 2-Year License			\$250 Per Unit - Biennially	proposed increase - Sam sending memo
355	Parks	Donation	Memorial Bench		\$2,000.00			\$2,000.00	
356	Parks	Donation	Picnic Table		\$1,250.00			\$1,250.00	
357	Parks	Donation	Tree		\$400.00/ or price of the tree	Or market rate of tree		\$400.00/ or Price of the Tree	
358	Parks	Event/Tournament	Class 2		\$0.00			\$0.00	Zac wants to keep this fee on the table
359	Parks	Event/Tournament	Class 3		\$315.00			\$325.00	
360	Parks	Event/Tournament	Class 4		\$525.00			\$540.00	
361	Parks	Event/Tournament	Class 5		\$675.00			\$695.00	
362	Parks	Event/Tournament	Concession Fee		\$50.00/day			\$55.00	
363	Parks	Event/Tournament	Event Staff		\$70.00/hour			TBD	
364	Parks	Event/Tournament	Field Chalk		As quoted by Parks Division			As Quoted by Parks Division	
365	Parks	Facility Use	Outdoor Ballfields (2 Hour Minimum)		\$25.00/Hour (Resident); \$35.00/Hour (Non-Resident)			\$26.00/Hour (Resident); \$36.00/Hour (Non-Resident)	
366	Parks	Facility Use	Outdoor Court (2 Hour Minimum)		\$10.00/Hour (Resident); \$15.00/Hour (Non-Resident)			\$11.00/Hour (Resident); \$16.00/Hour (Non-Resident)	
367	Parks	Facility Use	Outdoor Rink Rental		\$58.00/Hour (Resident); \$73.00/Hour (Non-Resident)			\$60.00/Hour (Resident); \$75.00/Hour (Non-Resident)	
368	Parks	Facility Use	Park Building		\$185.00/Day (Resident); \$250.00/Day (Non-Resident)			\$191.00/Day (Resident); \$258.00/Day (Non-Resident)	
369	Parks	Facility Use	Park Building: Glacial Valley Park		\$450.00/Day (Resident); \$550.00/day (Non-Resident)			\$464.00/Day (Resident); \$567.00/day (Non-Resident)	
370	Parks	Facility Use	Pavilion, Shelter		\$75.00/Day (Resident); \$100.00/Day (Non-Resident)			\$77.00/Day (Resident); \$103.00/Day (Non-Resident)	
371	Parks	Facility Use	Tent/Bounce House Location Marking		\$50.00/Marked location			\$50.00/Marked Location	
372	Permits	Building	Accessory Structures over 200sqft		Building Permit Fee Table			Project Valuation Fee	

	A	B	C	D	E	F	G	H	I
1									
373	Permits	Building	Building Permit based on Project Valuation		\$500 - \$2,000: \$31.50 Base Fee for the first \$500 Project Valuation; \$4.20 per additional \$100 Project Valuation \$2,001 - \$25,000: \$89.25 Base Fee for first \$2,000 Project Valuation; \$16.80 per additional \$1,000 Project Valuation \$25,001 - \$50,000: \$493.50 Base Fee for first \$25,000 Project Valuation; \$12.36 per additional \$1,000 Project Valuation \$50,001 - \$100,000: \$808.50 Base Fee for first \$50,000 Project Valuation; \$8.60 per additional \$1,000 Project Valuation \$100,001 - \$500,000: \$1,254.75 Base Fee for first \$100,000 Project Valuation; \$7.35 per additional \$1,000 Project Valuation \$500,001 - \$1,000,000: \$4,063.50 Base Fee for first \$500,000 Project Valuation; \$6.30 per additional \$1,000 Project Valuation \$1,000,000 or Greater: \$7,455.00 Base Fee for first \$1,000,001 Project Valuation; \$5.25 per additional \$1,000 Project Valuation	Combine rows 357-363: Item is a single fee with a formula organized as steps		\$500 - \$2,000: \$33.00 Base Fee for the first \$500 Project Valuation; \$5.00 per additional \$100 Project Valuation \$2,001 - \$25,000: \$94.00 Base Fee for first \$2,000 Project Valuation; \$16.00 per additional \$1,000 Project Valuation \$25,001 - \$50,000: \$518.00 Base Fee for first \$25,000 Project Valuation; \$13.00 per additional \$1,000 Project Valuation \$50,001 - \$100,000: \$849.00 Base Fee for first \$50,000 Project Valuation; \$9.00 per additional \$1,000 Project Valuation \$100,001 - \$500,000: \$1,317.00 Base Fee for first \$100,000 Project Valuation; \$8.00 per additional \$1,000 Project Valuation \$500,001 - \$1,000,000: \$4,267.00 Base Fee for first \$500,000 Project Valuation; \$7.00 per additional \$1,000 Project Valuation \$1,000,000 or Greater: \$7,828.00 Base Fee for first \$1,000,001 Project Valuation; \$6.00 per additional \$1,000 Project Valuation	
374	Permits	Building	Building Permit Fee Table (All New Residential & Commercial Construction, Finishing, Alterations, Remodeling, Additions, Commercial Driveway/Parking Areas, and Swimming Pools Greater than 18 Inches Deep)		\$110.00 Minimum (Residential); \$150.00 Minimum (Commercial)	Has not been updated to match permit fees, increasing to meet other permit fee minimums.		\$116 Minimum (Residential) and \$158 Minimum (Commercial)	
375	Permits	Building	Building Permit Renewal Fee		1/2 of the Original Permit Fee 180 days from Issuance Date or 180 Days from Last Inspection Date			1/2 of the Original Permit Fee 180 Days From Issuance Date or 180 Days From Last Inspection Date	
376	Permits	Building	Building Plan Review Fee		\$25.00 Minimum, 68% Maximum of Building Permit Fee	\$25.00 Minimum, 68% Maximum of Building Permit Fee		\$25.00 Minimum, 68% Maximum of Building Permit Fee	
377	Permits	Building	City Contractor Licensing (Excluding Mechanical and Sign Contractor who hold a State License or Bond)		\$58.00 Annual			\$60 Annual	
378	Permits	Building	Commercial Certificate of Occupancy		\$58.00			\$61.00	
379	Permits	Building	Construction and Utility Permits		3% of Construction Cost (\$150.00 Minimum)			3% of Construction Cost (\$150.00 Minimum)	
380	Permits	Building	Contractor License per permit		\$5.00 license look-up for contractors with licenses at State			\$5.00 License Look-up for Contractors with Licenses at the State	
381	Permits	Building	Decks (New)		\$173.00			\$182.00	
382	Permits	Building	Decks (Remodel - Railing/Stairs Non Structural)		\$115.00			\$121.00	
383	Permits	Building	Driveways, Residential		\$85.00			\$90.00	
384	Permits	Building	Investigative Fee		Charge Up To But Not Exceeding Permit Fee			Charge Up To But Not Exceeding Permit Fee	
385	Permits	Building	Kitchen/Bath Remodel		\$110.00			\$116.00	
386	Permits	Building	Manufactured Home		\$110.00			\$116.00	
387	Permits	Building	Pool, Inground, Demolition		\$115.00			\$121.00	
388	Permits	Building	Pool/Spa		\$58.00 Above Ground	58		\$61.00	
389	Permits	Building	Pool/Spa		\$115.00 Inground	115		\$121.00	
390	Permits	Building	Residential Temporary Certificate of Occupancy		\$5,000.00 Escrow			\$50.00	
391	Permits	Building	Roofing (Commercial)		Building Permit Fee Table			Project Valuation Fee	
392	Permits	Building	Roofing (Residential)		\$115.00			\$121.00	
393	Permits	Building	Siding (Residential)		\$115.00			\$121.00	
394	Permits	Building	Signs - Temporary		No Fee - Permit Application Required to be Filed with the City			No Fee - Permit Application Required to be Filed with the City	
395	Permits	Building	Signs (Pylon/Monument with Footings)		\$115.00			\$121.00	
396	Permits	Building	Signs (Wall Mount/Existing Pylon)		\$85.00			\$90.00	
397	Permits	Building	Windows/Doors (Existing Openings)		\$115.00			\$121.00	
398	Permits	Building	Windows/Doors (Modified Openings)		\$173.00			\$182.00	
399	Permits	Building	Wrecking, Moving, Demolition		\$115.00			\$121.00	
400	Permits	Electrical	Circuit or Feeder 0 to 200 Amp		\$8.00/Circuit or Feeder			\$12.00/Circuit or Feeder	
401	Permits	Electrical	Circuit or Feeder Over 200 Amp		\$30.00/Circuit or Feeder			\$30.00/Circuit or Feeder	
402	Permits	Electrical	Electrical Inspection (per trip)		\$50.00/Inspection Trip	\$50.00/Inspection Trip		\$50.00/Inspection Trip	Emily Verified price
403	Permits	Electrical	Electrical Permit Fee		\$50.00/Inspection Trip	\$50.00/Inspection Trip		\$50.00/Inspection Trip	
404	Permits	Electrical	Existing One or Two Family Dwelling: 0 to 14 Feeders or Circuits are Installed or Extended per Unit		\$8.00/Feeder or Circuit			\$12.00/Feeder or Circuit	
405	Permits	Electrical	Existing One- or Two-Family Dwelling: 15 or More Feeders or Circuits are Installed or Extended per Unit		\$100.00/Dwelling Unit	\$100.00/Dwelling Unit		\$100.00/Dwelling Unit	
406	Permits	Electrical	Grounding Electrode, Concrete-Encased (per trip)		\$50/Inspection Trip	\$50/Inspection Trip		\$50/Inspection Trip	
407	Permits	Electrical	Manufactured Home Park Lot Supply		\$50/Pedestal	\$50/Pedestal		\$50/Pedestal	

	A	B	C	D	E	F	G	H	I
1									
408	Permits	Electrical	New One- or Two-Family Dwelling: 0 to 25 Circuits and Feeders per Unit		\$200.00/Dwelling Unit	\$200.00/Dwelling Unit		\$200.00/Dwelling Unit	
409	Permits	Electrical	New One- or Two-Family Dwelling: Additional Circuits over 25 per Unit		\$8.00/Feeder or Circuit	\$8.00/Feeder or Circuit		\$8.00/Feeder or Circuit	
410	Permits	Electrical	Panel Changes		\$100.00/Enclosure	\$100.00/Enclosure		\$100.00/Enclosure	
411	Permits	Electrical	Pools		\$100.00			\$100.00	
									Asked electrical inspector - same as surrounding communities
412	Permits	Electrical	Power Source: 0 to 400 Amp (0 to 250 Volts)		\$50.00/Source			\$70.00/Source	
413	Permits	Electrical	Power Source: 0 to 400 Amp (Over 250 Volts)		\$100.00/Source			\$100.00/Source	
									Asked electrical inspector - same as surrounding communities
414	Permits	Electrical	Power Source: 401 to 800 Amp (0 to 250 Volts)		\$100.00/Source			\$140.00/Source	
415	Permits	Electrical	Power Source: 401 to 800 Amp (Over 250 Volts)		\$200.00/Source			\$200.00/Source	
									Asked electrical inspector - same as surrounding communities
416	Permits	Electrical	Power Source: Over 800 Amp (0 to 250 Volts)		\$150.00/Source			\$200.00/Source	
417	Permits	Electrical	Power Source: Over 800 Amp (Over 250 Volts)		\$300.00/Source			\$300.00/Source	
418	Permits	Electrical	Reconnected Existing Circuit or Feeder (Panel Replacement)		\$100.00/Enclosure			\$100.00/Enclosure	
419	Permits	Electrical	Retrofitting of Existing Lighting Fixtures		\$1.00/Fixture			\$1.00/Fixture	
420	Permits	Electrical	RV Pedestals (All Circuits Originating in Pedestal Including Factory Circuits)		\$8.00/Circuit			\$8.00/Circuit	
421	Permits	Electrical	Separate Bonding Inspection		\$50.00/Inspection Fee			\$50.00/Inspection fee	
				(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts	Item is a single fee with a formula organized as steps	(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts			
422	Permits	Electrical	Solar PV Installations for Electrical						
423	Permits	Electrical	State Surcharge		\$1.00			\$1.00	
424	Permits	Electrical	Street, Parking, and Outdoor Lighting Standards		\$5.00/Standard			\$5.00/Standard	
425	Permits	Electrical	Technology Circuits and Circuits Less than 50 Volts		\$1.00/Device or Apparatus			\$1.00/Device or Apparatus	
426	Permits	Electrical	Traffic Signals		\$5.00 Each	\$5.00 Each		\$5.00 Each	
427	Permits	Electrical	Transformers for Electronic Power Supplies, Signs, and Outline Lighting		\$5.50 Each	\$5.50 Each		\$5.50 Each	
428	Permits	Electrical	Transformers for Light, Heat, and Power: 0 to 10 KVA		\$20.00 Each	\$20.00 Each		\$20.00 Each	
429	Permits	Electrical	Transformers for Light, Heat, and Power: More than 10 KVA		\$40.00 Each	\$40.00 Each		\$40.00 Each	
									, Remove Plan Review Fee incurred (Andy checking with Jon on rates)
430	Permits	Fire Alarm Note: Add State Surcharge	Fire Alarm		1% of Construction Value, \$150.00 Minimum, Plus Plan Review Fees Incurred			2% of Construction Value, \$158 Minimum	
431	Permits	Fire Suppression Note: Add State Surcharge	Fire Suppression		2% of Contract Price; \$150.00 Minimum			2% of Construction Value, \$158 Minimum	
432	Permits	Grading/Excavation	Grading As-built Survey Certification		\$36.00			\$39.00	9% Increase
433	Permits	Grading/Excavation	Permit - (0 - 50 Cubic Yards)		\$24.20			\$26.00	5% Increase
434	Permits	Grading/Excavation	Permit - (1,001 - 10,000 Cubic Yards)		\$198.00 Base Fee + \$15.00 per 1,000 Cubic Yards			\$211.00 Base Fee + \$16.00 Per 1,000 Cubic Yards	5% Increase
435	Permits	Grading/Excavation	Permit - (10,001 - 100,000 Cubic Yards)		\$331.50 Base Fee + \$67.50 per 10,000 Cubic Yards			\$355.00 Base Fee + \$71.00 Per 10,000 Cubic Yards	5% Increase
436	Permits	Grading/Excavation	Permit - (100,001 - or more Cubic Yards)		\$937.40 Base Fee + \$37.25 per 10,000 Cubic Yards			\$994.00 Base Fee + \$39.00 Per 10,000 Cubic Yards	5% Increase

	A	B	C	D	E	F	G	H	I
1									
437	Permits	Grading/Excavation	Permit - (101 - 1,000 Cubic Yards)		\$37.75 Base Fee + \$18.00 per 100 Cubic Yards			\$40.00 Base Fee + \$19.00 Per 100 Cubic Yards	5% Increase
438	Permits	Grading/Excavation	Permit - (51 - 100 Cubic Yards)		\$37.50			\$40.00	5% Increase
439	Permits	Grading/Excavation	Plan Review (0-50 Cubic Yards)		No Fee	No Fee		No Fee	5% Increase
440	Permits	Grading/Excavation	Plan Review (1,001 - 10,000 Cubic Yards)		\$50.25			\$53.00	5% Increase
441	Permits	Grading/Excavation	Plan Review (10,001 - 100,000 Cubic Yards)		\$50.25 Base Fee + \$25.00 per 10,000 Cubic Yards	\$50.25 Base Fee + \$25.00 per 10,000 Cubic Yards		\$53.00 Base Fee + \$26.00 per 10,000 Cubic Yards	5% Increase
442	Permits	Grading/Excavation	Plan Review (100,001 - 200,000 Cubic Yards)		\$275.15 Base Fee + \$13.52 per 10,000 Cubic Yards	\$275.15 Base Fee + \$13.52 per 10,000 Cubic Yards		\$287.00 Base Fee + \$14.00 per 10,000 Cubic Yards	5% Increase
443	Permits	Grading/Excavation	Plan Review (101-1,000 Cubic Yards)		\$37.75			\$40.00	5% Increase
444	Permits	Grading/Excavation	Plan Review (200,001 or more Cubic Yards)		\$410.30 Base Fee + \$7.40 per 10,000 Cubic Yards	\$410.30 Base Fee + \$7.40 per 10,000 Cubic Yards		\$427.00 Base Fee + \$7.75 per 10,000 Cubic Yards	5% Increase
445	Permits	Grading/Excavation	Plan Review (51 - 100 Cubic Yards)		\$24.20			\$26.00	5% Increase
446	Permits	Grading/Excavation	Site Grading Inspection Fee		\$61.00			\$66.00	added 9% increase
447	Permits	Grading/Excavation	Site Grading/ As Built Reinspection Fee					\$25.00	
448	Permits	Inspections	Boulevard Tree/Sod Inspection		\$150.00			\$165.00	added 9% increase
449	Permits	Inspections	Boulevard Tree/Sod Reinspection					\$60.00	
450	Permits	Inspections	Curb Box Inspection		\$155.00			\$170.00	added 9% increase
451	Permits	Inspections	Curb Box Reinspection					\$70.00	
452	Permits	Inspections	Erosion Control Inspection (Residential Lot Not Covered by Development Agreement)		\$825.00			\$825.00	
453	Permits	Inspections	Inspections For Which No Fee Is Specifically Indicated		\$55.00 per Hour Minimum 1-Hour Fee	\$55.00 per Hour Minimum 1-Hour Fee		\$58.00 per Hour Minimum 1-Hour Fee	
454	Permits	Inspections	Inspections Outside Normal Business Hours		\$105.00 Minimum	\$105.00 Minimum		\$110.00 Minimum	
455	Permits	Inspections	Reinspection Fee (plumbing, mechanical & building)		\$58.00 Maximum per Site/Project Visit			\$61.00 Maximum Per Site/Project Visit	
456	Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Mechanical		2% of Contract Price; \$150.00 Minimum			2% of Contract Price, \$158 Minimum	
457	Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Domestic		2% of Contract Price; \$150.00 Minimum			2% of Contract Price, \$158 Minimum	
458	Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Irrigation		2% of Contract Price; \$150.00 Minimum			2% of Contract price, \$158 Minimum	
459	Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Sewer Line		\$160.00			\$168.00	
460	Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Water Line		\$160.00			\$168.00	
461	Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	Mechanical/Plumbing Permit Fees (Residential): Addition/Alteration/Remodel		\$61.00 Base Fee (Includes 1 Fixture) Plus \$12.00 Each Additional Fixture (\$231 Maximum Permit Fee)	\$58.00 Base Fee (Includes 1 Fixture) Plus \$11.00 Each Additional Fixture (\$220 Maximum Permit Fee)		\$61.00 Base Fee (Includes 1 Fixture) Plus \$12.00 Each Additional Fixture (\$231 Maximum Permit Fee)	
462	Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	New Home		\$220.00			\$231.00	
463	Permits	Miscellaneous Permit Fees	Building Inspection Card Replacement		\$40.00			\$42.00	
464	Permits	Plant Registration	Plant Registration		.01 Cent/sq ft			.01 Cents/Square Foot	Adding to Fee Table (3M)
465	Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharge based on Fixed Fees		\$1.00			\$1.00	
					(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000			(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000	
466	Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharges based on Project Valuation	\$1,000,000 or Less		Item is a single fee with a formula organized as steps			
467	Permits	Zoning	Accessory Structures under 200sqft		\$58.00/One Inspection			\$61.00/One Inspection	
468	Permits	Zoning	Patios and Parking Areas, Residential		\$58.00/one inspection			\$61.00/One Inspection	
469	Public Safety	Data Requests	Data Requests, Other		Determined by Actual Production Cost	Determined by Actual Production Cost		Determined by Actual Production Cost	
470	Public Safety	Data Requests	Photographs		\$20.00 (JPG Format on CD)			\$20.00 (JPG Format on CD)	
471	Public Safety	Data Requests	Police/Fire Reports		\$1.00 per 10 pages			\$0.25 Per Page Over 25 Pages	
472	Public Safety	Data Requests	Recordings, Audio		\$20.00 (CD/DVD)	\$20.00 (CD/DVD)		\$20.00 (CD/DVD)	

	A	B	C	D	E	F	G	H	I
1									
473	Public Safety	Data Requests	Recordings, Squad Video (L3)		\$20.00 (DVD)	\$20.00 (DVD)		\$20.00 (DVD)	
474	Public Safety	Data Requests	Recordings, Video		\$20.00 (DVD)	\$20.00 (DVD)		\$20.00 (DVD)	
475	Public Safety	Data Requests	Transcription of Audio Recording		Determined by Actual Time at Current Transcription Rate	Determined by Actual Time at Current Transcription Rate		Determined by Actual Time at Current Transcription Rate	
476	Public Safety	Fire Services	Burning Permit, Commercial		\$50.00			\$50.00	
477	Public Safety	Fire Services	Day Care Facility Inspection		\$50.00			\$50.00	
478	Public Safety	Fire Services	Fire Equipment Use		All Fire Equipment Use Based on Current FEMA Rates	All Fire Equipment Use Based on Current FEMA Rates		All Fire Equipment Use Based on Current FEMA Rates	
479	Public Safety	Fire Services	Fire Permit		1st Permit \$20.00 per Year; Each Additional Permit \$5.00	2nd Permit \$20.00 per Year; Each Additional Permit \$5.00		1st Permit \$20.00 per Year; Each Additional Permit \$5.00	
480	Public Safety	Fire Services	Hazardous Materials and Other Charges for Service		\$150.00 per Hour per Person plus Materials. Minimum Charge of 4 Hours.	\$150.00 per Hour per Person plus Materials. Minimum Charge of 4 Hours.		\$150.00 Per Hour Per Person Plus Materials. Minimum Charge of 4 Hours.	
481	Public Safety	Fire Services	Tank Installation Permit		1% of Value (\$100.00 Minimum)	1% of Value (\$100.00 Minimum)		1% of Value (\$100.00 Minimum)	
482	Public Safety	Fire Services	Title III Facility Inspection		\$50.00			\$50.00	
483	Public Safety	Police Services	Blood Alcohol Test		\$100.00			\$100.00	
484	Public Safety	Police Services	Clearance Letters (i.e. Adoption, Passport, Etc.)		\$20.00			\$20.00	
485	Public Safety	Police Services	Daycare Checks		\$20.00 per Adult	\$20.00 per Adult		\$20.00 Per Adult	
486	Public Safety	Police Services	Excessive Use of Police Services (1 to 2 Nuisance service call(s) within 12 months)		No Charge	No Charge		No Charge	
487	Public Safety	Police Services	Excessive Use of Police Services (3rd nuisance service call within 12 months)		\$200.00			\$200.00	Excessive use is a new fee. Pete says they will start using it
488	Public Safety	Police Services	Excessive Use of Police Services (4th nuisance service call within 12 months)		\$400.00			\$400.00	
489	Public Safety	Police Services	Excessive Use of Police Services (5th nuisance service call within 12 months)		\$800.00			\$800.00	
490	Public Safety	Police Services	Excessive Use of Police Services (6th nuisance service call within 12 months)		\$1,600.00			\$1,600.00	
491	Public Safety	Police Services	Excessive Use of Police Services (7th nuisance service call within 12 months and all subsequent nuisance calls)		\$2,000.00			\$2,000.00	
492	Public Safety	Police Services	Fingerprinting (Non-resident)		\$35.00			\$35.00	
493	Public Safety	Police Services	Fingerprinting (Resident)		\$25.00			\$25.00	
494	Public Safety	Police Services	Law Enforcement, Police Officer		\$120.00 per Hour			\$130.00 Per Hour	Based on labor agreement pay increase
495	Public Safety	Police Services	Lockouts, Car Door Unlocking		\$35.00 per Event			\$35.00 Per Event	
496	Public Safety	Police Services	Special Response Team (Outside Of Washington County)		Per Current Mutual Aid Agreement	Per Current Mutual Aid Agreement		Per Current Mutual Aid Agreement	
497	Public Safety	Towing and Impound	Administrative Fee		\$60.00			\$65.00 or per Prosecuting Attorney	
498	Public Safety	Towing and Impound	Impound, Storage Fee		\$10.00 per Day for First 30 Days/\$30.00 per Month Thereafter	\$10.00 per Day for First 30 Days/\$30.00 per Month Thereafter		\$10.00 Per Day for First 30 Days/\$30.00 Per Month Thereafter or per Prosecuting Attorney	Pete doesn't want to change. He agreed to increase the admin fee only
499	Public Safety	Towing and Impound	Towing Fee		Per Current Towing Contract	Per Current Towing Contract		Per Current Towing Contract	
500	Public Safety	Towing and Impound	Towing/Storage Charge		Per Current Towing Contract	Per Current Towing Contract		Per Current Towing Contract	
501	Public Safety	Towing and Impound	Vehicle Impoundment		Per Current Towing Contract	Per Current Towing Contract		Per Current Towing Contract	
502	Public Works	Equipment	Air Compressor		\$41.00			\$43.00	5% increase, rounded
503	Public Works	Equipment	Asphalt Roller		\$36.00			\$37.00	5% increase, rounded
504	Public Works	Equipment	Backhoe		\$82.00			\$86.00	5% increase, rounded
505	Public Works	Equipment	Blower		\$21.00			\$22.00	5% increase, rounded
506	Public Works	Equipment	Brush Saw		\$21.00			\$22.00	5% increase, rounded
507	Public Works	Equipment	Chainsaw		\$21.00			\$22.00	5% increase, rounded
508	Public Works	Equipment	Chipper		\$62.00			\$65.00	5% increase, rounded
509	Public Works	Equipment	Grader		\$113.00			\$118.00	5% increase, rounded
510	Public Works	Equipment	Hotsy		\$31.00			\$32.00	5% increase, rounded
511	Public Works	Equipment	Hydro Mulcher (Additional Charges for Product Used)		\$77.00			\$80.00	5% increase, rounded
512	Public Works	Equipment	Loader, 3-Yard		\$95.00			\$99.00	5% increase, rounded
513	Public Works	Equipment	Loader, Skid steer		\$66.00			\$69.00	5% increase, rounded
514	Public Works	Equipment	Mower		\$41.00			\$43.00	5% increase, rounded
515	Public Works	Equipment	Paint Striper		\$46.00			\$48.00	5% increase, rounded
516	Public Works	Equipment	Patch Truck		\$113.00			\$118.00	5% increase, rounded
517	Public Works	Equipment	Paver, Pull Type		\$41.00			\$43.00	5% increase, rounded
518	Public Works	Equipment	Paver, Track Type		\$195.00			\$204.00	5% increase, rounded
519	Public Works	Equipment	Power Broom		\$21.00			\$22.00	5% increase, rounded
520	Public Works	Equipment	Sewer Vac (Requires 2 Operators)		\$185.00			\$194.00	5% increase, rounded
521	Public Works	Equipment	Sign Truck		\$51.00			\$53.00	5% increase, rounded
522	Public Works	Equipment	Snowblower		\$21.00			\$22.00	5% increase, rounded
523	Public Works	Equipment	Spray Patcher		\$87.00			\$91.00	5% increase, rounded
524	Public Works	Equipment	Sweeper		\$103.00			\$108.00	5% increase, rounded

	A	B	C	D	E	F	G	H	I
1.									
525	Public Works	Equipment	Tar Kettle		\$21.00			\$22.00	5% increase, rounded
526	Public Works	Equipment	Tractor with Clam		\$56.00			\$58.00	5% increase, rounded
527	Public Works	Equipment	Tractor, Holder, with Mower		\$61.00			\$64.00	5% increase, rounded
528	Public Works	Equipment	Tractor, Large, with Mower		\$61.00			\$64.00	5% increase, rounded
529	Public Works	Equipment	Tractor, Small, with Mower		\$46.00			\$48.00	5% increase, rounded
530	Public Works	Equipment	Traffic Counter		\$12.00			\$12.00	5% increase, rounded
531	Public Works	Equipment	Trailer		\$16.00			\$16.00	5% increase, rounded
532	Public Works	Equipment	Trailer, Arrow Board		\$26.00			\$27.00	5% increase, rounded
533	Public Works	Equipment	Trailer, Jetter		\$72.00			\$75.60	5% increase, rounded
534	Public Works	Equipment	Trailer, Tandem Axel		\$26.00			\$27.00	5% increase, rounded
535	Public Works	Equipment	Trencher		\$51.00			\$53.00	5% increase, rounded
536	Public Works	Equipment	Truck, Bucket		\$103.00			\$108.00	5% increase, rounded
537	Public Works	Equipment	Truck, Dump, 1-Ton		\$51.00			\$53.00	5% increase, rounded
538	Public Works	Equipment	Truck, Dump, Single Axle		\$56.00			\$58.00	5% increase, rounded
539	Public Works	Equipment	Truck, Dump, Single Axle with Plow/Attachment		\$87.00			\$91.00	5% increase, rounded
540	Public Works	Equipment	Truck, Dump, Tandem Axle		\$87.00			\$91.00	5% increase, rounded
541	Public Works	Equipment	Truck, Dump, Tandem Axle with Plow/Attachment		\$92.00			\$96.00	5% increase, rounded
542	Public Works	Equipment	Truck, Pickup		\$44.00			\$46.00	5% increase, rounded
543	Public Works	Equipment	Truck, Pickup with Plow/Attachment		\$56.00			\$58.00	5% increase, rounded
544	Public Works	Equipment	Truck, Tanker		\$77.00			\$80.00	5% increase, rounded
545	Public Works	Equipment	Wacker		\$17.00			\$18.00	5% increase, rounded
546	Public Works	Equipment and Labor	Operator, Equipment, Overtime Rate		\$88.00/Hour			\$95.00/Hour	9% wage increase
547	Public Works	Equipment and Labor	Operator, Equipment, Standard Rate		\$62.00/Hour			\$67.00/Hour	9% wage increase
548	Public Works	Right-of-Way	Curb Cuts - Residential		\$50.00			\$50.00	5% increase, rounded
549	Public Works	Right-of-Way	Load Limit Permit		\$69.00 each trip			\$72.00 Each Trip	5% increase, rounded
550	Public Works	Right-of-Way	Right-of-Way Delay Penalty Fee		\$75.00 (Up To 3 Days) + \$15.00/Day (After 3 Days)			\$80.00 (up to 3 Days) + \$16.00/Day (After 3 Days)	5% increase, rounded
551	Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Hole		\$200.00			\$225.00	
552	Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench or Bore		\$70.00/100 Lineal Feet + Hole Fee (\$200.00)			\$75.00/100 Lineal Feet + Hole Fee (\$225.00)	5% increase, rounded
553	Public Works	Right-of-Way	Right-of-Way Non-excavation Fee, Aerial or Overhead Lines		\$50.00 plus \$5 per 100 Linear Feet \$200.00 + \$0.20/Lineal Foot of Obstruction			\$53.00 Plus \$5.25 per 100 Linear Feet \$225.00 + \$0.21/Lineal Foot of Obstruction	5% increase, rounded
554	Public Works	Right-of-Way	Right-of-Way Obstruction Permit Fee						5% increase, rounded
555	Public Works	Right-of-Way	Right-of-Way Permit Extension Fee		\$75.00			\$75.00	5% increase, rounded
556	Public Works	Right-of-Way	Right-of-Way Registration Fee		\$100.00 Annually			\$105.00 Annually	5% increase, rounded
557	Public Works	Right-of-Way	Right-of-Way Sidewalk, Apron, Commercial		\$200.00			\$225.00	5% increase, rounded
558	Public Works	Right-of-Way	Small Wireless Facility Installation (6 to 15 Facilities)		\$100.00 per Facility			\$104.00 Per Facility	4% Increase
559	Public Works	Right-of-Way	Small Wireless Facility Installation (up to 5 facilities)		\$500.00			\$520.00	4% Increase
560	Public Works	Right-of-Way	Small Wireless Facility Installation, Plan Review Escrow		\$10,000.00 (Unused Escrow Amount Returned)			\$10,000.00 (Unused Escrow Amount Returned)	4% Increase
561	Public Works	Right-of-Way	Small Wireless Facility, Collocation Rental		\$175.00 per Facility per Year (\$150.00 Rental/\$25.00 Maintenance)			\$182.00 Per Facility Per Year (\$156.00 Rental/\$26.00 Maintenance)	4% Increase
562	Public Works	Right-of-Way	Work Without a Permit		Double Permit Fee			Double Permit Fee	
563	Public Works	Signs	10' Galvanized Round Post		\$31.00			\$32.00	5% increase, rounded
564	Public Works	Signs	10' Galvanized Square Post		\$46.00			\$48.00	5% increase, rounded
565	Public Works	Signs	12' Galvanized Round Post		\$31.00			\$32.00	5% increase, rounded
566	Public Works	Signs	3" X 60" Post Delineators		\$31.00			\$32.00	5% increase, rounded
567	Public Works	Signs	6'3# Green Channel Post		\$21.00			\$22.00	5% increase, rounded
568	Public Works	Signs	7'2# Galvanized Channel Post		\$21.00			\$22.00	5% increase, rounded
569	Public Works	Signs	7'3# Galvanized Channel Post		\$31.00			\$32.00	5% increase, rounded
570	Public Works	Signs	8'2# Green Channel Post		\$31.00			\$32.00	5% increase, rounded
571	Public Works	Signs	9 Button Marker		\$31.00			\$32.00	5% increase, rounded
572	Public Works	Signs	Band-It Hardware Average		\$21.00			\$22.00	5% increase, rounded
573	Public Works	Signs	Crosswalk Arrow		\$41.00			\$43.00	5% increase, rounded
574	Public Works	Signs	Crosswalk Sign		\$92.00			\$96.00	5% increase, rounded
575	Public Works	Signs	Heavy Duty Cap Bracket 12"		\$21.00			\$22.00	5% increase, rounded
576	Public Works	Signs	Heavy Duty T Bracket 12"		\$21.00			\$22.00	5% increase, rounded
577	Public Works	Signs	Island Keep Right Sign		\$46.00			\$48.00	5% increase, rounded
578	Public Works	Signs	Light Pole Bracket		\$26.00			\$27.00	5% increase, rounded
579	Public Works	Signs	Marker Band		\$16.00			\$16.00	5% increase, rounded
580	Public Works	Signs	No Parking Sign		\$26.00			\$27.00	5% increase, rounded
581	Public Works	Signs	Nuts and Bolts Per Sign		\$10.00			\$10.00	5% increase, rounded
582	Public Works	Signs	Speed Limit Sign 24" X 30"		\$41.00			\$43.00	5% increase, rounded
583	Public Works	Signs	Square Surface Mount Bracket Break Away		\$159.00			\$166.00	5% increase, rounded
584	Public Works	Signs	Stop Sign - 30" Visual Impact Perception		\$82.00			\$86.00	5% increase, rounded
585	Public Works	Signs	Stop Sign - 36" Visual Impact Perception		\$108.00			\$113.00	5% increase, rounded
586	Public Works	Signs	Street Name Sign - 24" Visual Impact Perception		\$97.00			\$101.00	5% increase, rounded

	A	B	C	D	E	F	G	H	I
1									
587	Public Works	Signs	Street Name Sign - 28" Visual Impact Perception		\$97.00			\$101.00	5% increase, rounded
588	Public Works	Signs	Street Name Sign - 30" Visual Impact Perception		\$103.00			\$108.00	5% increase, rounded
589	Public Works	Signs	Street Name Sign - 34" Visual Impact Perception		\$108.00			\$113.00	5% increase, rounded
590	Public Works	Signs	Street Name Sign - 36" Visual Impact Perception		\$113.00			\$118.00	5% increase, rounded
591	Public Works	Signs	Street Name Sign - 42" Visual Impact Perception		\$123.00			\$129.00	5% increase, rounded
592	Public Works	Signs	Street Name Sign 48" Visual Impact Perception		\$128.00			\$134.00	5% increase, rounded
593	Public Works	Signs	Warning Sign - 30" Visual Impact Perception		\$82.00			\$86.00	5% increase, rounded
594	Public Works	Signs	Warning Sign - 36" Visual Impact Perception		\$113.00			\$118.00	5% increase, rounded
595	Public Works	Spring Clean up	Grill		\$10.00 Each			\$15.00	Increase in operating cost
596	Public Works	Spring Clean up	Push mower		\$10.00 Each			\$15.00	Increase in operating cost
597	Public Works	Spring Cleanup	Air Conditioner		\$10.00 Each			\$10.00	
598	Public Works	Spring Cleanup	Appliances, Ammonia Refrigerant		\$100.00 and Up			\$100.00 and Up	
599	Public Works	Spring Cleanup	Bulbs, Fluorescent		No Charge			No Charge	
600	Public Works	Spring Cleanup	By Load (Car Trunk)		\$20.00 - \$50.00			\$30.00 - \$70.00	Increasing operating costs
601	Public Works	Spring Cleanup	By Load (Pickup Truck)		\$50.00 - \$130.00			\$70.00 - \$170.00	Increasing operating costs
602	Public Works	Spring Cleanup	By Load (SUV/Station Wagon)		\$30.00 - \$70.00			\$40.00 - \$90.00	Increasing operating costs
603	Public Works	Spring Cleanup	By Load Box Truck		\$70.00-\$150.00	added 2024		\$90.00 +	Increasing operating costs
604	Public Works	Spring Cleanup	Car Battery		No Charge			No Charge	
605	Public Works	Spring Cleanup	Chair		\$5.00 Each			\$10.00	Increase in operating cost
606	Public Works	Spring Cleanup	Computers		No Charge			No Charge	
607	Public Works	Spring Cleanup	Dishwasher		\$10.00 Each			\$10.00	
608	Public Works	Spring Cleanup	Electronics		No Charge			No Charge	
609	Public Works	Spring Cleanup	Exercise Equipment		\$10.00 Each	added 2024		\$15.00	Increase in operating cost
610	Public Works	Spring Cleanup	Freezer		\$10.00 Each			\$10.00	
611	Public Works	Spring Cleanup	Lumber, Railroad Tie, 6X6 or 6X8		\$10.00 Each			\$10.00	
612	Public Works	Spring Cleanup	Lumber, Treated, 2X4		\$5.00 Each			\$5.00	
613	Public Works	Spring Cleanup	Lumber, Treated, 4X4		\$8.00 Each			\$8.00	
614	Public Works	Spring Cleanup	Mattress or Box Spring		\$20.00 Each	better pricing		\$20.00	
615	Public Works	Spring Cleanup	Mattress, Crib		\$10.00 Each	better pricing		\$10.00	
616	Public Works	Spring Cleanup	Microwave		No Charge	free pickup		No Charge	
617	Public Works	Spring Cleanup	Paint, Household, Latex or Oil Based		No Charge			No Charge	
618	Public Works	Spring Cleanup	Refrigerator (No Gas Ammonia)		\$10.00 Each			\$10.00	
619	Public Works	Spring Cleanup	Snow Blower		\$15.00 Each	added 2024		\$25.00	Increase in operating cost
620	Public Works	Spring Cleanup	Sofa		\$10.00 Each			\$15.00	Increase in operating cost
621	Public Works	Spring Cleanup	Stove		\$10.00 Each			\$10.00	
622	Public Works	Spring Cleanup	Television		No Charge			No Charge	
623	Public Works	Spring Cleanup	Tire, Car/Light Truck		\$3.00 Each			\$5.00 Each	Increase in bid cost
624	Public Works	Spring Cleanup	Tire, Semi Truck		\$10.00 Each			\$15.00 Each	Increase in bid cost
625	Public Works	Spring Cleanup	Tire, Tractor		\$30.00 Each			\$35.00 Each	Increase in bid cost
626	Public Works	Spring Cleanup	Washer or Dryer		\$10.00 Each			\$10.00 Each	
627	Public Works	Spring Cleanup	Water Heater		\$10.00 Each			\$10.00 Each	
628	Public Works	Spring Cleanup	Water Softener		\$10.00 Each			\$10.00 Each	
629	Public Works	Street Lights	Fixture, Cobra Head, LED		\$1,468.50 Each or Current Cost			\$1,468.50 Each or Current Cost	
630	Public Works	Street Lights	Fixture, Concrete, LED		\$2,964.50 Each or Current Cost			\$2,964.50 Each or Current Cost	
631	Public Works	Street Lights	Fixture, Granville, LED		\$1,864.50 Each or Current Cost			\$1,864.50 Each or Current Cost	
632	Public Works	Street Lights	Fixture, Residential, LED		\$1,978.90 Each or Current Cost			\$1,978.90 Each or Current Cost	
633	Public Works	Street Lights	LED Luminaire					\$2,200 Each or Current Cost	New 2025
634	Public Works	Street Lights	Mast Arm					\$1,400 Each or Current Cost	New 2025
635	Public Works	Street Lights	Mast Arm, Pole		\$907.50 Each or Current Cost			\$907.50 Each or Current Cost	
636	Public Works	Street Lights	Mast Arm, Pole, Dual		\$907.50 Each or Current Cost			\$907.50 Each or Current Cost	
637	Public Works	Street Lights	Pole, Commercial Round- 30'					\$3,000 Each or Current Cost	New 2025
638	Public Works	Street Lights	Pole, Commercial, Round Tapered - 20'		\$2,420.00 Each or Current Cost			\$2,420.00 Each or Current Cost	
639	Public Works	Street Lights	Pole, Commercial, Round Tapered - 30'		\$3,740.00 Each or Current Cost			\$4,000 Each or Current Cost	
640	Public Works	Street Lights	Pole, Concrete		\$4,235.00 Each or Current Cost			\$4,235.00 Each or Current Cost	
641	Public Works	Street Lights	Pole, Decorative Site Link 30'					\$5,400.00 Each or Current Cost	New 2025
642	Public Works	Street Lights	Pole, Decorative, 14'		\$2,524.50 Each or Current Cost			\$2,524.50 Each or Current Cost	
643	Public Works	Street Lights	Pole, Decorative, 18'		\$3,245.00 Each or Current Cost			\$3,245.00 Each or Current Cost	
644	Public Works	Street Lights	Pole, Residential		\$1,622.50 Each or Current Cost			\$1,622.50 Each or Current Cost	

	A	B	C	D	E	F	G	H	I
1									
645	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Deposit		\$1,500.00 (Actual Cost of Meter)			\$1,500.00 (Actual Cost of Meter)	
646	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Permit Fee		\$50.00			\$75.00	Wage and operating cost increases
647	Utilities	Permits/Rentals	2½" Hydrant Water Meter, Rental Fee		\$5.00 per Day			\$5.00 Per Day	
648	Utilities	Permits/Rentals	2½" Meter, Consumption Charge		\$4.50 per 1,000 Gallons Consumption			\$5.00 per 1,000 Gallons Consumption	Wage and utility rate increases
649	Utilities	Permits/Rentals	3/4" Adapter, Consumption Charge		\$4.50 per 1,000 Gallons Consumption			\$5.00 per 1,000 Gallons Consumption	Wage and utility rate increases
650	Utilities	Permits/Rentals	3/4" Adapter, Deposit		\$250.00			\$300.00	Meter price increase
651	Utilities	Permits/Rentals	3/4" Adapter, Permit Fee		\$50.00			\$75.00	Wage and operating cost increases
652	Utilities	Permits/Rentals	3/4" Adapter, Rental Fee		\$5.00 per Day			\$5.00 Per Day	
653	Utilities	Permits/Rentals	Fire Hydrant Hookup Permit		\$50.00			\$50.00	
654	Utilities	Services	Accuracy Test of Water Meter (Requested by Water User) Outsource Meter Accuracy Certification		\$150.00			\$157.50	5% Increase
655	Utilities	Services	Utility Account Turn-off Fee		\$75.00			\$78.75	5% Increase
656	Utilities	Services	Water and Sewer Restoration Fee		\$5.00 plus 6% Interest per Annum			\$5.00 Plus 6% Interest Per Annum	
657	Utilities	Services	Water Reconnection or Turn-on Fee (Outside Water Department Regular Working Hours)		\$100.00 per Occurrence; \$175.00 on Holidays			\$109.00 Per Occurrence; \$190.00 on Holidays	9% wage increase
658	Utilities	Sewer Usage Rates	Commercial	Base Charge	\$4.82 per Month	5% Per Utility Rate Study from 2022		\$5.06 Per Month	Brenda-Done
659	Utilities	Sewer Usage Rates	Commercial	All Non-Irrigation Usage	\$4.26 per 1,000 gallons	5% Per Utility Rate Study from 2022		\$4.47 Per 1,000 Gallons	Brenda-Done
660	Utilities	Sewer Usage Rates	Residential	Base Charge	\$4.82 per Month	5% Per Utility Rate Study from 2022		\$5.06 Per Month	Brenda-Done
661	Utilities	Sewer Usage Rates	Residential	All Usage	\$4.26 per 1,000 gallons	5% Per Utility Rate Study from 2022		\$4.47 Per 1,000 Gallons	Brenda-Done
662	Utilities	Stormwater Utility Fees	1.5+ Acre Residential		\$4.65 per Residential Unit per Month	3% per Rate Study		\$4.79 per Residential Unit Per Month	Brenda-Done
663	Utilities	Stormwater Utility Fees	Agricultural Land with Structure		\$70.28 per Parcel with Structure per Year	3% per Rate Study		\$72.39 Per Parcel With Structure Per Year	Brenda-Done
664	Utilities	Stormwater Utility Fees	Apartments		\$1.47 per Residential Unit per Month	3% per Rate Study		\$1.51 Per Residential unit Per Month	Brenda-Done
665	Utilities	Stormwater Utility Fees	Cemeteries		\$11.09 per Acre per Year	3% per Rate Study		\$11.42 Per Acre Per Year	Brenda-Done
666	Utilities	Stormwater Utility Fees	Churches		\$24.37 per Impervious Surface Acre per Month	3% per Rate Study		\$25.10 Per Impervious Surface Acre Per Month	Brenda-Done
667	Utilities	Stormwater Utility Fees	Commercial / Industrial		\$24.37 per Impervious Surface Acre per Month	3% per Rate Study		\$25.10 Per Impervious Surface Acre Per Month	Brenda-Done
668	Utilities	Stormwater Utility Fees	Golf Courses		\$11.09 per Acre per Year	3% per Rate Study		\$11.42 Per Acre Per Year	Brenda-Done
669	Utilities	Stormwater Utility Fees	Mining		\$11.09 per Acre per Year	3% per Rate Study		\$11.42 Per Acre Per Year	Brenda-Done
670	Utilities	Stormwater Utility Fees	Schools		\$24.37 per Impervious Surface Acre per Month	3% per Rate Study		\$25.10 Per Impervious Surface Acre Per Month	Brenda-Done
671	Utilities	Stormwater Utility Fees	Single Family Home		\$6.28 per Residential Unit per Month	3% per Rate Study		\$6.47 Per Residential Unit Per Month	Brenda-Done
672	Utilities	Stormwater Utility Fees	Townhomes		\$3.04 per Residential Unit per Month	3% per Rate Study		\$3.13 Per Residential Unit Per Month	Brenda-Done
673	Utilities	Street Light Rates	City-Owned, Commercial		\$5.85 per Month per Lot	8% needed to cover operating costs due to high operating and replacement costs		\$6.32 Per Month Per Lot	Brenda-Done
674	Utilities	Street Light Rates	City-Owned, Residential		\$5.76 per Year	8% see above		\$6.22 Per Year	Brenda-Done
675	Utilities	Street Light Rates	Rural		\$7.05 Per Month	8% see above		\$7.61 Per Month	Brenda-Done
676	Utilities	Street Light Rates	Xcel Owned						
677	Utilities	Water Meters	2-Inch Compound		Actual Cost plus 6% and Sales Tax			Actual Cost Plus Sales Tax	
678	Utilities	Water Meters	3/4-Inch Model 435		\$210 plus sales tax			\$221.00 Plus Sales Tax	
679	Utilities	Water Meters	5/8-Inch Model 420		\$190.00 plus Sales Tax			\$200.00 Plus Sales Tax	
680	Utilities	Water Meters	Angle Valve - Compression Connection (each)		\$120.00	NEW		\$126.00	
681	Utilities	Water Meters	Angle Valve - Flare Connection (each)		\$85.00	NEW		\$89.00	
682	Utilities	Water Meters	Flange Kit (1 1/2 inch)		\$130.00 plus sales tax			\$137.00 Plus Sales Tax	
683	Utilities	Water Meters	Flange Kit (2 Inch)		\$140.00 plus sales tax			\$147.00 Plus Sales Tax	
684	Utilities	Water Meters	Flange Kit (3 inch)		\$340.00 plus sales tax			\$357.00 Plus Sales Tax	
685	Utilities	Water Meters	Flange Kit (4 inch)		\$590.00 plus sales tax			\$620.00 Plus Sales Tax	
686	Utilities	Water Meters	Flange Kit (6 inch)		\$900.00 plus sales tax			\$945.00 Plus Sales Tax	
687	Utilities	Water Meters	Mag Meter 3-Inch		\$4,290.00 plus sales tax			\$4,505.00 Plus Sales Tax	
688	Utilities	Water Meters	Mag Meter 4-Inch		\$5,642.00 plus sales tax			\$5,924.00 Plus Sales Tax	
689	Utilities	Water Meters	Mag Meter 6-Inch		\$9,346.00 plus sales tax			\$9,813.00 Plus Sales Tax	
690	Utilities	Water Meters	Meter Nipple		\$16.00 plus sales Tax			\$17.00 Plus Sales Tax	
691	Utilities	Water Meters	Shut-off Valve		\$110.00 plus sales Tax			\$116.00 Plus Sales Tax	
692	Utilities	Water Meters	Ultra Sonic 3-Inch		\$3,650.00 plus sales tax			\$3,833.00 Plus Sales Tax	
693	Utilities	Water Meters	Ultra Sonic 4-Inch		\$4,700.00 plus sales tax			\$4,935.00 Plus Sales Tax	
694	Utilities	Water Meters	Ultra Sonic 6-Inch		\$7,763.00 plus sales tax			\$8151.00 Plus Sales Tax	
695	Utilities	Water Meters	Ultra Sonic Meter 1½-Inch		\$990.00 plus sales tax			\$1040.00 Plus Sales Tax	
696	Utilities	Water Meters	Ultra Sonic Meter 1-Inch		\$424.00 plus sales tax			\$445.00 Plus Sales Tax	
697	Utilities	Water Meters	Ultra Sonic Meter 2-Inch		\$1,131.00 plus sales tax			\$1,188.00 Plus Sales Tax	
698	Utilities	Water Meters	Water Meter Radio Transmitter		\$165.00 plus sales tax			\$173.00 Plus Sales Tax	
699	Utilities	Water Miscellaneous	Driveway Cover		\$150.00	NEW		\$157.00	
700	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.5 Inches Meter Size)	\$3.20 per Month	3% per 2022 utility rate study		\$3.38 Per Month	Brenda-Done

	A	B	C	D	E	F	G	H	I
1									
701	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.625 Inches Meter Size)	\$3.20 per Month	3% per 2022 utility rate study		\$3.38 Per Month	Brenda-Done
702	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.75 Inches Meter Size)	\$3.20 per Month	3% per 2022 utility rate study		\$3.38 Per Month	Brenda-Done
703	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.0 Inches Meter Size)	\$12.75 per Month	3% per 2022 utility rate study		\$13.45 Per Month	Brenda-Done
704	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.5 Inches Meter Size)	\$25.50 per Month	3% per 2022 utility rate study		\$26.90 Per Month	Brenda-Done
705	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (2.0 Inches Meter Size)	\$38.30 per Month	3% per 2022 utility rate study		\$40.41 Per Month	Brenda-Done
706	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (3.0 Inches Meter Size)	\$44.54 per Month	3% per 2022 utility rate study		\$47.00 Per Month	Brenda-Done
707	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (4.0 Inches Meter Size)	\$63.65 per Month	3% per 2022 utility rate study		\$67.15 Per Month	Brenda-Done
708	Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (6.0 Inches Meter Size)	\$159.15 per Month	3% per 2022 utility rate study		\$167.90 Per Month	Brenda-Done
709	Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	<6,000 Gallons per Month	\$1.68 Per 1,000 Gallons	3% per 2022 utility rate study		\$1.77 Per 1,000 Gallons	Brenda-Done
710	Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	6,001 to 9,000 Gallons per Month	\$2.51 Per 1,000 Gallons	3% per 2022 utility rate study		\$2.65 Per 1,000 Gallons	Brenda-Done
711	Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	9,001 to 12,000 Gallons per Month	\$3.78 Per 1,000 Gallons	3% per 2022 utility rate study		\$3.99 Per 1,000 Gallons	Brenda-Done
712	Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	>12,000 Gallons per Month	\$5.65 Per 1,000 Gallons	3% per 2022 utility rate study		\$5.96 Per 1,000 Gallons	Brenda-Done
713	Utilities	Water Usage Rates	Commercial, Usage (Municipal Customer)					6% Over Commercial Rate	
714	Utilities	Water Usage Rates	Commercial, Usage (Municipal Customer)					6% Over Commercial Rate	
715	Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	<6,000 Gallons per Month	\$1.11 Per 1,000 Gallons	3% per 2022 utility rate study		\$1.17 Per 1,000 Gallons	Brenda-Done
716	Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	6,001 to 9,000 Gallons per Month	\$1.68 Per 1,000 Gallons	3% per 2022 utility rate study		\$1.77 Per 1,000 Gallons	Brenda-Done
717	Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	9,001 to 12,000 Gallons per Month	\$2.50 Per 1,000 Gallons	3% per 2022 utility rate study		\$2.64 Per 1,000 Gallons	Brenda-Done
718	Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	>12,000 Gallons per Month	\$3.76 Per 1,000 Gallons	3% per 2022 utility rate study		\$3.97 Per 1,000 Gallons	Brenda-Done
719	Utilities	Water Usage Rates	Residential, Base Charge	Single Family	\$3.20 per Month	3% per 2022 utility rate study		\$3.38 Per Month	Brenda-Done
720	Utilities	Water Usage Rates	Residential, Base Charge	Multi-family (per REU)	\$2.40 per Month	3% per 2022 utility rate study		\$2.53 Per Month	Brenda-Done
721	Utilities	Water Usage Rates	Residential, Usage	<6,000 Gallons per Month	\$1.11 Per 1,000 Gallons	3% per 2022 utility rate study		\$1.17 Per 1,000 Gallons	Brenda-Done
722	Utilities	Water Usage Rates	Residential, Usage	6,001 to 9,000 Gallons per Month	\$1.68 Per 1,000 Gallons	3% per 2022 utility rate study		\$1.77 Per 1,000 Gallons	Brenda-Done
723	Utilities	Water Usage Rates	Residential, Usage	9,001 to 12,000 Gallons per Month	\$2.50 Per 1,000 Gallons	3% per 2022 utility rate study		\$2.64 Per 1,000 Gallons	Brenda-Done
724	Utilities	Water Usage Rates	Residential, Usage	>12,000 Gallons per Month	\$3.76 Per 1,000 Gallons	3% per 2022 utility rate study		\$3.97 Per 1,000 Gallons	Brenda-Done
725	Utilities	Water Usage Rates	Water, Usage	8 Dial Meters				Actual Gallons used	



City Council Action Request

7.H.

Meeting Date 5/7/2025

Department Administration

Agenda Category Action Item

Title City Engineer Position - Appointment

Staff Recommendation Appoint Paul Sponholz to the position of City Engineer, at grade X01, step 6, with a start date to be effective as soon as possible.

Budget Implication N/A

Attachments

1.	City Engineer Hiring Memo
----	---------------------------

Memo

TO: Honorable Mayor and City Council

FROM: Jennifer Levitt, City Administrator
Joe Fischbach, Human Resources Manager

DATE: April 25, 2025

SUBJECT: City Engineer Hiring Memo

Background

On February 12th, staff posted the City Engineer position with the resignation of Amanda Meyer. Historically, Engineer positions have been difficult to fill with the competitive nature of the field. Staff went to great lengths to advertise the job opening including trade publications, LinkedIn and networking. Staff interviewed qualified candidates shortly after their applications were submitted. Jennifer Levitt, Ryan Burfeind, Emily Schmitz and Joe Fischbach interviewed Paul Sponholz on April 1st. After that interview, Paul was selected to continue in the hiring process. On April 10th, Paul toured the Engineering and Utilities facility and met with Engineering and Public Works staff. Staff was impressed with Paul's work experience.

Paul has been a Cottage Grove resident since 2015 and currently serves as the County Engineer with Steele County. He has been with Steele County for seven years, previously serving as the Assistant County Engineer. Paul has nearly 25 years of engineering experience, along with 10 years in the Marine Corps. In the Marine Corps Paul was a Supply and Fiscal Officer, achieving the rank of Captain and served in both peace time and combat military operations in Kosovo and Iraq. In his 25-year civilian career, Paul's experience has largely focused on County engineering, most notably serving in roles with Fond du Lac and Outagame Counties in Wisconsin, prior to Steele County. Paul also worked for three years with Bolton & Menk after first returning to Minnesota. At Outagame County, Paul was the Deputy Highway Commissioner (similar to an Assistant County Engineer in MN), leading a team of 80 staff. In addition to engineering staff, Paul led the snow removal and paving crew, which provided extensive practical experience on how design can affect the cost of maintenance. While Paul has not worked for a city, he has worked closely with City staff and interacted with City Councils on joint projects throughout his career. The principles he has learned on road, signal, bridge, and stormwater design, along with MnDOT coordination and State Aid, directly relates to the City Engineer role.

Staff is recommending that Paul be appointed to the position of City Engineer by the City Council.

Recommendation

Approve appointing Paul Sponholz as City Engineer, at grade X01, step 6. The start date will be effective as soon as possible.



City Council Action Request

7.I.

Meeting Date 5/7/2025

Department Community Development

Agenda Category Action Item

Title Approval of Rental Licenses

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: April 10, 2025

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of the rental license fee, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

The properties listed in the attached table have completed the licensing process and are ready to have their licenses issued following Council approval.

Recommendation

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

2025 RENTAL LICENSES
CITY COUNCIL APPROVAL - MAY 7, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002763	8805	Joliet Avenue South	Jacob Wrich
RENT-002748	8309	Greenway Avenue South	Zachary Burnside
RENT-002750	6642	Jody Avenue South	John Awuku
RENT-002695	6697	Pine Crest Trail South	Paula Wong
RENT-002722	8268	Ingberg Trail South	WYCJ Properties LLC
RENT-002746	8765	76th Street Court South	Ismael Ramirez Viorato
RENT-002751	8716	Imperial Avenue South	T & K Properties

MULTI-FAMILY:

The Woodlands, 7752 Hemingway Avenue: 6 Buildings, 180 Units

Grove Ridge Apartments, 8120 & 8130 East Point Douglas Road: 2 Buildings, 84 Units



City Council Action Request

7.J.

Meeting Date	5/7/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	2025 Body-Worn Camera Audit - Executive Summary				
Staff Recommendation	Accept the Cottage Grove Police Department 2025 Body-Worn Camera (BWC) Audit.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2025 Body-Worn Camera Audit Council Memo</td></tr><tr><td>2.</td><td>Cottage Grove 2025 BWC Audit Executive Summary</td></tr></table>	1.	2025 Body-Worn Camera Audit Council Memo	2.	Cottage Grove 2025 BWC Audit Executive Summary
1.	2025 Body-Worn Camera Audit Council Memo				
2.	Cottage Grove 2025 BWC Audit Executive Summary				



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

From: Peter J Koerner, Director of Public Safety

Date: April 23, 2025

Subject: **2025 BODY-WORN CAMERA AUDIT – EXECUTIVE SUMMARY**

Cottage Grove Police Department retained Minnesota Security Consortium to audit our agency's use of Body-Worn Camera (BWC) program per the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473. The Minnesota Security Consortium does not operate or have access to our BWC systems; therefore, we are allowing them to audit the systems as an independent auditor. We provided our administrative access to the Motorola/WatchGuard system during the audit to review audit criteria. Interviews and auditing of the Motorola/WatchGuard system were conducted with BWC Records Specialist Charlene Raymond. She is responsible for the BWC program. She handles all data releases with BWC video.

Minn. Stat § 13.825, Subd. 9 (a) requires a biennial audit. We must maintain records showing the date and time portable recording system data were collected and the applicable classification of the data. We shall arrange for an independent, biennial audit of the data to determine whether data are appropriately classified according to this section, how the data are used, and whether the data are destroyed as required.

The audit period covered by the report covers the period of January 1, 2023 to December 31, 2024. Cottage Grove Police Department uses the on-premises version of Motorola/WatchGuard video system for its BWC program. They also use Motorola's Evidence Library for redaction. Although their Motorola/WatchGuard system records both in-squad cameras as well as BWC videos, the scope of the audit focused only on BWC video data.

We are very pleased with the results of the audit, and we are in compliance. We are now having a sergeant do random monthly audits of their crews to ensure proper use and to ensure cases are being categorized correctly.

Minn. Stat 13.825, Subd. 9 (c) requires that the executive summary is distributed to the City Council within 60 days of completion of the audit.

Recommendation

Accept the Cottage Grove Police Department 2025 Body-Worn Camera (BWC) Audit.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Cottage Grove Police Department 2025 Body-Worn Camera (BWC) Audit

Executive Summary Report

Cottage Grove Police Department

April 16, 2025



Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Background:

Cottage Grove Police Department retained Minnesota Security Consortium to audit its agency's use of Body-Worn Camera (BWC, see Definitions Section below) program against the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473. The Minnesota Security Consortium does not operate or have access to their BWC systems, therefore allowing it to audit the systems as an independent auditor. The Cottage Grove Police Department provided their administrative access to the Motorola/WatchGuard system during the audit to review audit criteria. Interviews and auditing of the Motorola/WatchGuard system were conducted with the Cottage Grove Police Department Chief of Police and BWC Evidence Technician.

Definitions:

For the purposes of this audit and report, the use of the term Body-Worn Camera (BWC) systems shall be the same as the State Statute definition of "Portable Recording Systems," as defined by Minn. Stat. § 13.825, Subd. 1 (b) as follows:

"portable recording system" means a device worn by a peace Officer that is capable of both video and audio recording of the Officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation

"portable recording system data" means audio or video data collected by a portable recording system.

"redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.

Audit Period and Scope:

The Audit Period covered by this report covers the period 1/1/23 to 12/31/24.

Cottage Grove Police Department uses the on-premises version of Motorola/WatchGuard video system for its BWC program. They also use Motorola's Evidence Library for redaction. Although their Motorola/WatchGuard system records both in-squad cameras as well as BWC videos, the scope of the audit focused only on BWC video data.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Required Public Hearing:

Pursuant to Minn. Stat. § 626.8473, Subd. 2, Cottage Grove Police Department allowed for public comment regarding its new BWC Program.

Community input was possible at the Cottage Grove City Council Meeting on November 20, 2019. Notice of the meeting was published in the Council Agenda ahead of time. Council Minutes of this meeting were provided to us and reviewed during the audit.

Policy

Cottage Grove Police Department has a BWC Policy in place entitled, "Policy 435: Body-Worn Cameras." Their Policy was reviewed to ensure that it contained the required elements as outlined in Minn. Stat. § 626.8473, Subd. 3. This policy was reviewed and updated by their Command on 03/19/2025, to keep it current.

The Cottage Grove Police Department was compliant in this part of the statute.

Officer use of BWC Equipment

Cottage Grove Police Department "Policy 435: Body-Worn Cameras" requires that Officers wear their BWC equipment and activate it during specific instances.

Approximately 37 random samples of dispatch Calls for Service we compared to the Motorola/WatchGuard video library to determine if they had been recording videos during those calls in accordance with their policy. In approximately four of the samples on traffic stops, officers did not have the camera activated. In all other cases, each Patrol Officer appeared to be using their BWC appropriately and activating recordings as outlined in the policy section entitled, "Policy 435: Body-Worn Cameras."

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Data Classification and Retention

Cottage Grove Police Department treats BWC data as private unless it is permitted to be released in accordance with the provisions of Stat. § 13.825, Subd. 2.

At the time of the audit, no Court mandated BWC data disclosures had been made.

Cottage Grove Police Department set up its data classification and retention schedule for BWC videos in the administrative settings of the Motorola/WatchGuard console. BWC Data is currently retained for a minimum of 90 Days, as required by Minn. Stat. §13.825, Subd. 3 (a).

When the BWC Data involves the use of force, discharge of a firearm by an Officer, or when the event triggers a formal complaint against the peace Officer, the BWC Data is retained for a minimum of 1 year in accordance with Minn. Stat. §13.825, Subd. 3 (b). At the time of the audit, Cottage Grove Police Department has set that retention periods for “formal officer complaints” to 1 year (prevent purge/prevent archive) and for “Use of Force” for 7 years.

In addition, all BWC footage related to discharge of a firearm by a peace Officer in the course of duty as defined by Minn. Stat. § 626.8473, Subd. 2 (1), was reviewed during the audit, due to the sensitive nature of these events. There were no reported Discharge of Firearms call during this audit period.

In addition, on specific types of Calls for Service (CFS), The Cottage Grove Police Department Records Staff also reviews related BWC videos to ensure they all related video have the same classification. Any modifications to the Classification are auditable in the Motorola/WatchGuard audit trail. Sampled BWC data was examined for Modifications to Classification tags. Overall classification was done very well. The Motorola/WatchGuard audit trail indicated who and when the re-classification was made.

Cottage Grove Police Department was compliant with its Classification and Retention requirements based on Statute, Minn. Stat. § 626.8473, Subd. 2. And Subd. 3.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Access by Data Subjects:

Cottage Grove Police Department processes public BWC data requests, via their online “Report Request.”

<https://www.cottagegrovemn.gov/355/Report-Requests>

Citizens can also make a request for their privately classified BWC data by visiting the Police Department lobby, using the paper form “Report Request.”

Cottage Grove Police Department stated they redact BWC Data when released to Data Subjects. They stated they had approximately 26 requests made during the audit period.

Cottage Grove Police Department was compliant with this aspect of the Statute.

Use of Agency-Issued BWC:

Minn. Stat. § 13.825, Subd. 6 states that:

“While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities.”

Cottage Grove Police Department “Policy 435: Body-Worn Cameras,” section 435.4 states:

“Only department-issued BWCs should be used without the express consent of the Director of Public Safety or the authorized designee (Minn. Stat. § 13.825).”

Cottage Grove Police Department’s policy requires personal devices to be maintained according to department policy, and they believe they are compliant with this aspect of the Statute.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Authorization to Access Data:

Cottage Grove Police Department allows its Officers to review non-public BWC data for legitimate, specified law enforcement purposes. Access is enforced using user accounts and roles/rights in the Motorola/WatchGuard system.

BWC Data was sampled and audited across the audit period, and more intensely in the periods of March 2024 and December 2024. Results of sampling the BWC Data and its related audit trail in the Motorola/WatchGuard system, showed that it was either not viewed at all, viewed by the Officer who recorded the data, or by records/command staff.

All views and access were consistent with Cottage Grove Police Department “Policy 435: Body-Worn Cameras” and Minn. Stat. § 13.825 Subd. 7, as authorized by the Chief of Police.

Sharing Among Agencies:

Cottage Grove Police Department treats BWC as private and may only share BWC data with other agencies when permitted by Minn. Stat. § 13.825, Subd. 8 and Subd. 7.

The request for BWC footage requires that they have a legitimate, specified law enforcement purpose, as required by Minn. Stat. § 13.825, Subd. 7.

Cottage Grove Police Department processes BWC data requests via email from other agencies, including the City and County Attorney’s offices.

Cottage Grove Police Department was compliant with these aspects of the Statute.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Biennial Audits:

Cottage Grove Police Department has acknowledged that it intends to continue completing biennial audits of its BWC System, as required by Minn. Stat. § 13.825, Subd. 9. This was their second audit Minnesota Security Consortium, and we are happy to help in the future. Cottage Grove Police Department is compliant with this aspect of the Statute.

BWC System Vendors:

At the time of the audit, Motorola/WatchGuard was the primary vendor and system for their BWC program. BWC videos were recorded, classified, and stored in Motorola/WatchGuard cloud-based system, called CommandCentral Evidence.

Because CommandCentral Evidence is a cloud-based solution, it is subject to the requirements of Minn. Stat. § 13.825, Subd. 11 (b), which requires Motorola/WatchGuard to follow the requirements of the FBI's CJIS Policy 5.9.2 and subsequent versions. Motorola/WatchGuard has published a security white paper outlining its responsibilities for CJIS compliance, and it also stated that it has filed the appropriate CJIS Security Addendum for employee background checks with the State of Minnesota, which we verified with the BCA.

https://www.motorolasolutions.com/en_us/compliance.html

<https://www.motorolasolutions.com/content/dam/msi/docs/products/command-center-software/emergency-call-handling/securing-public-safety-software-in-the-cloud-final-whitepaper.pdf>

Motorola/WatchGuard was still not listed as an approved BCA Vendor for BWC data but is listed for RMS and LPR products. Minnesota BCA has indicated that Motorola is in the process of going through the vetting process. This does not mean that Motorola is not CJIS Compliant.

<https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Pages/bca-vendor-screening-program.aspx>

The Cottage Grove Police Department was compliant with this aspect of the Statute.

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Conclusion:

Based on the results of the Cottage Grove Police Department BWC Audit conducted by Minnesota Security Consortium, we can demonstrate that they are using the Motorola/WatchGuard BWC System in accordance with the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473.

This Audit was conducted and attested to by:



Dimitrios Hilton

Senior Auditor, Minnesota Security Consortium

Submitted to:

- Cottage Grove Director of Public Safety
- Cottage Grove City Council, via the Director of Public Safety
- Legislative Commission on Data Practices and Personal Data Privacy
- Required Legislative members as specified by Statute



City Council Action Request

7.K.

Meeting Date 5/7/2025

Department IT Department

Agenda Category Action Item

Title FinnlySport MSA and Contract

Staff Recommendation Approve the proposed contract between the City of Cottage Grove and FinnlySport in the amount of \$6,157.30. This partnership will allow the Ice Arena to modernize its systems, improve operational efficiency, and better serve our community.

Budget Implication The first-year cost for FinnlySport is \$6,157.30. This includes one-time implementation charges in the amount of \$3,558.60 and an annual support/service fee of \$2,598.70. This will result in cost savings of \$2,306 after year one as FinnlySport replaces two products, Lightspeed POS (\$3,120 annually) and RecTimes Scheduling (\$1,785 annually).

Attachments	1. FINNLY FINAL MSA
--------------------	---------------------



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Brian Bluhm, IT Manager
Cc: Jordan Hirman, Facility Services Manager
Zac Dockter, Parks & Recreation Director
Date: April 16, 2025
Subject: FinnlySport Contract

Introduction

The City's Ice Arena has utilized its current point of sale (POS) system and ice scheduling software for the past several years. As the volume of business and customer traffic has increased, ice arena staff began evaluating opportunities for more efficient processes, particularly in the areas of registrations, scheduling, and concessions.

The focus of this effort has been to identify systems and processes that would enhance customer service, while ensuring alignment with both the facility's operating budget and the broader strategic goals of the City of Cottage Grove.

FinnlySport Overview

FinnlySport is an all-in-one sports and recreation management software designed to simplify operations for facilities like ice rinks, parks, and sports complexes. Its platform offers robust tools for facility scheduling, activity and league registration, membership management, concessions point of sale, and financial reporting.

Key features include:

- Customizable scheduling grids with drag-and-drop capability and conflict checking.
- Online customer portal for bookings, registrations, and payments.
- Integrated POS system for concessions and pro shops.
- Financial and usage reporting tools to support operational decisions.
- Seamless communication and calendar publishing to third-party sports management apps.
- FinnlySport focuses on creating intuitive, efficient, and customer-friendly systems tailored to the unique needs of recreation facility management.

Budget Implications

The first-year cost for FinnlySport is \$6157.30. This includes one-time implementation charges in the amount of \$3558.60 and annual support/service fee of \$2598.70. This will result in cost savings of

\$2306 after year one as FinnlySport replaces two products, Lightspeed POS (\$3120 annually) and RecTimes Scheduling (\$1785 annually).

Staff Recommendation

Staff recommends the approval of the proposed contract between the City of Cottage Grove and FinnlySport in the amount of \$6157.30. This partnership will allow the Ice Arena to modernize its systems, improve operational efficiency, and better serve our community.



Cottage Grove - Facility and POS

Quote created: May 30, 2023

Cottage Grove

12800 Ravine Parkway South
Cottage Grove, MN 55016
United States

Jordan Hirman

jhirman@cottagegrovemn.gov
+16514583415

Comments

3-Year Agreement

Jesse Parker - CRO - Principal FinnlySport



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Facility - Small Includes booking of facilities, invoicing, drag and drop grid, reporting, payments, digital display, and online display & purchase		1	\$2,998.00 / year	\$2,098.60 / year after 30% discount for 1 year
Point of Sale Ability to sell items on a POS		1	\$1,500.00 / year	\$975.00 / year after 35% discount for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
Digital Display Integration to in-house displays to show facility schedules and locker room assignments. Also, the ability to add advertising (feature coming soon)		1	\$500.00 / year	\$485.00 / year after 3% discount for 1 year
FinnlyConnect Custom online page that integrates with your current website.		1	\$0.00	\$0.00
Credit Card Merchant Fully integrated Credit Card Processing to enable in-house and online credit card payments.		1	\$0.00	\$0.00
Facility Setup and Training Pricing includes client setup and configuration and application training for the Facility module		1	\$1,998.00	\$1,298.70 after 35% discount
POS - Setup/Training Configuration of POS		1	\$1,000.00	\$650.00 after 35% discount
Digital Display Setup Pricing includes client setup and configuration and application training for the Digital Display module		1	\$500.00	\$325.00 after 35% discount
FinnlyConnect Setup Pricing includes client setup and configuration and application training for the FinnlyConnect (Online) module		1	\$500.00	\$325.00 after 35% discount

Annual subtotal	\$3,558.60
after \$1,439.40 discount	
One-time subtotal	\$2,598.70
after \$1,399.30 discount	
Total	\$6,157.30

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jordan Hirman

jhirman@cottagegrovemn.gov

[sig|req|signer1]

Jesse Parker

jesse.parker@finnlysport.com

[sig|req|signer2]

This quote expires on May 15, 2025

Purchase terms

By signing above, you confirm that you are authorized to execute this agreement and acknowledge that you have read, accept, and agree to the terms of FinnlyTech's Master Services Agreement found [here](#).

All Agreements are 36-month

Communications Module Terms (If Purchased)

The CAN-SPAM Act passed in 2003, dictates a range of requirements for emails and other messages from commercial entities. Emails subject to the law must follow rules regarding subject lines, disclosures, and headers. Further, the law establishes the right of recipients to request removal from email lists and details the penalties for businesses that violate the law.

The CAN-SPAM Act applies to all commercial messages, including emails, regardless of whether they are directed to consumers or businesses. The FTC defines a "commercial message" as "any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service." Even if a recipient opts in by giving prior affirmative consent, a business still has to follow all aspects of the law.

If it relates to a transaction between the commercial entity and the recipient that is either in progress or already agreed to, such as a confirmation email from signing up and paying for a class, then it is not subject to the law.

What are some best practices for ensuring compliance?

The rules within CAN-SPAM are fairly straightforward. Email senders can help ensure compliance by employing these tactics:

- Choose a subject line that clearly relates to the email's main content.
- Make it clear the email is an advertisement — do not be deceptive.
- Include a physical address for the business somewhere within the message.
- Provide an option for recipients to unsubscribe (opt out of further emails)
- Ensure accuracy in the email's header information, including the originating domain name and email address as well as the fields for "From," "To," and "Reply-To."

CAN-SPAM has several rules regarding requests to unsubscribe:

- The business must handle the opt-out request within 10 business days.
- The system for allowing someone to opt out must be valid for at least 30 days following the sending of the message.
- There must be an option to stop all future messages; a business can add a further option to discontinue only certain types of commercial messages, like for a user to receive emails about events but opt out of new product announcements

What are the penalties for violating the CAN-SPAM Act?

- Penalties can reach \$43,792 for each individual message, and more than one party can be held liable for the same message. Businesses are responsible for the behavior of third parties they contract for marketing.
- Notably, private citizens do not have standing sue under the act. Instead, the FTC, state attorneys, and Internet service providers file suits on a user's behalf.

By signing the above quote, you understand and agree to abide by these CAN-SPAM rules as it relates to our commercial marketing efforts. We further understand and agree that we bear all

responsibility for any fines levied because of nonconformance with the CAN-SPAM rules and guidelines

Questions? Contact me



Jesse Parker

CRO - Principal

jesse.parker@finnlysport.com

FinnlySport

12931 Bluebird St NW,
Minneapolis, MN 55448
United States



Master Services Agreement

This Master Services Agreement (“Agreement”) is between FinnlyTech Inc. (“FinnlyTech,” “we,” “us,” “our”), a Minnesota corporation with a principal place of business at 807 Broadway Street NE, Minneapolis, MN 55413, and the legal entity identified on any FinnlyTech Order (“Customer,” “you,” “your”) and is made as of the date any Quote for Products & Services (“Order”) is entered into and signed by the Parties (“Effective Date”). Customer and FinnlyTech may be referred to individually as a “Party” or collectively as “Parties.”

This Agreement controls the relationship between the Parties and is incorporated and made a part of any Order between the Parties. FinnlyTech and Customer agree that the provisions of this Agreement apply to FinnlyTech’ provision of Services to Customer, and that in the event of a conflict between this Agreement and the Order, the terms of the Order will control. All capitalized terms used but not defined inline within this Agreement will have the meanings ascribed to such terms in Section 1, Definitions.

- 1) Definitions.** In this Agreement, the following terms, when capitalized, shall have the meanings stated in this Section and as defined inline throughout the Agreement:
- a) In addition to the definition in the first paragraph, “Customer” includes any authorized subcontractor, agent or consultant acting on the Customer’s behalf.
 - b) “Confidential Information” means all information furnished or disclosed in connection with this Agreement by a party (“Disclosing Party”) to the other party (“Receiving Party”), including all Intellectual Property (defined below), terms of this Agreement, client information, pricing information, Personal Information, security measures and benchmark testing results, specifications, methodologies, and all other relevant information about the Disclosing Party’s business. Confidential Information does not include information that: (i) was known or possessed by the Receiving Party without confidentiality obligation before receipt from the Disclosing Party; (ii) is or becomes a matter of public knowledge through no breach of this Agreement; (iii) is lawfully available or received from a third party without confidentiality obligation; (iv) is authorized to be disclosed by a third party with the right to do so; (v) is independently developed by the Receiving Party without the use of, or access to, the Disclosing Party’s Confidential Information.
 - c) The term “Customer Data” means the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted or stored by Customer, and/or persons under Customer’s control through any Service provided hereunder.
 - d) The term “Documentation” means user guides, manuals, and release notes for the Services.
 - e) “Intellectual Property” means any and all proprietary information, trade secrets, know-how, trademarks, service marks, trade names, logos, corporate names, and domain names (and the goodwill associated) patents, patent disclosures, inventions, copyrights and copyrightable works, mask works, and rights in data and databases, and all other intellectual property rights, regardless of registration, and including all applications, renewals, or extensions of such rights, and all similar rights or forms of protection globally.
 - f) “Order” means FinnlyTech’ standard form or Statement of Work for ordering the Services.
 - g) “Personal Information” describes information that can be associated with a specific person and can be used to identify that person. “Personal information” shall not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to identify a specific person.
 - h) “Services” means the Software and other services provided by FinnlyTech hereunder.
 - i) The term “Software” refers to the FinnlySport suite of application software products.



2) Grant; Use. Subject to the terms of this Agreement, we grant you and you accept a non-exclusive, non-perpetual, terminable and non-transferable (except as provided in the Assignment Section below) license to access and to use the Services for you and your subsidiaries and affiliates' internal business purposes. You are responsible for the acts and omission of your subsidiaries, affiliates, subcontractors, agents, and consultants with respect to their use of the Services and this Agreement. You agree not to use the Services or Software for any illegal purpose, or to achieve any unauthorized access to any systems, data, or property, or to violate any of the intellectual property rights of others. Your rights under this Agreement will automatically terminate upon expiration of or termination of this Agreement. Subject to the restrictions on use as set forth herein, Customer will have access to the Software and FinnlyTech' application server for the follow purposes only: (a) using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by FinnlyTech ad consistent with the terms of this Agreement; (b) for their intended purposes; (c) in a commercially reasonable manner that avoids negligent errors and violation of this Agreement; and (d) as permitted by law. Such use and access will be continuous on a 24 hour, 7 days-a-week basis except for interruptions by reason of maintenance (which will be communicated to Customer in advance in writing when it is commercially reasonable for FinnlyTech to do so) or downtime beyond FinnlyTech's commercially reasonable control. The Customer understands that the reliability of the Internet and of connections to and from the Internet may be affected by factors beyond the reasonable control of FinnlyTech; because of this, it is impossible for FinnlyTech to guarantee that the service will be uninterrupted, that the Customer will be able to properly access and use the Software at all times, or that the Software will be provided or operate without error.

3) Ownership; Reverse Engineering; Restrictions.

- a) FinnlyTech and its suppliers retain all title and ownership to the Services, and related Intellectual Property. FinnlyTech and its suppliers reserve all rights in the patents, copyrights, trade secrets and other Intellectual Property in the Services. You may not use the Services to provide time sharing services or operate a services bureau for third parties.
- b) FinnlyTech hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted in compliance with the Assignment Section in this Agreement) license to prepare, reproduce, print, download, and use as many copies of the Documentation during the term of this Agreement as may be necessary or useful for any use of the Services under this Agreement.
- c) You understand that the Services, Documentation, Confidential Information, and Intellectual Property constitute valuable properties and trade secrets of FinnlyTech, which are proprietary and confidential. You agree to maintain the confidentiality of such information and use your best efforts to protect the information to the extent permitted under all applicable laws as a trade secret by preventing unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own Confidential Information, which shall not be less than reasonable care. FinnlyTech will likewise keep all Customer Data confidential in an identical manner and not disclose to third parties.
- d) All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If Customer is required, or anticipates that it will be required, to disclose any information related to the Services or Documentation pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 or court order, Customer shall, at its earliest possible opportunity, provide written notice to FinnlyTech so as to give FinnlyTech a reasonable opportunity to secure a protective order or to take other action as they deem appropriate. Customer shall at all times cooperate with FinnlyTech so as to minimize any disclosure to the extent allowed by applicable law.



- e) You may not remove, alter, or destroy any proprietary, trademark or copyright notices placed upon or contained within the Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Services are marketed, and you may not make any use of the same for any reason.
 - f) You agree not to reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile the Services, or permit anyone else to.
 - g) You will promptly notify us upon becoming aware of any unauthorized use of any Services, Confidential Information, or Documentation.
 - h) Any and all Customer Data (other than your personal financial information or personally identifiable information) that you submit, post or display on or through the Services shall become the property of FinnlyTech. Once you submit, post or display any Customer Data on or through the Services, you no longer have any right, title or interest in or to that Customer Data (other than your personal financial information or personally identifiable information).
- 4) Charges and Payment.** Except as otherwise set forth in an Order (i) the recurring Services fees (“Recurring Fees”) delineated on an Order are due within 30 days of the invoice date, and (ii) any applicable setup fee (“Initial Setup Fee”) as delineated in an Order is due and payable within 30 days of Customer’s receipt of an invoice from FinnlyTech. Customer shall notify FinnlyTech of any increase in the number of facilities, programs, or leagues for which the Customer is using the Services from what was stated on the Order. FinnlyTech has the right to take all reasonable action it deems appropriate to audit Customer’s use of the Services. If Customer exceeds the amount stated on the Order, the Recurring Fee will be increased accordingly. After the first year, and for each year thereafter, prices are subject to a maximum of 5% change by FinnlyTech upon sixty (60) days written notice to Customer. Any additional charges for Services not covered by the Recurring Fees or Initial Setup Fee shall be at FinnlyTech’s prevailing hourly rates and due and payable within 30 days from the date of Customer’s invoice from FinnlyTech. FinnlyTech shall invoice Customer for all sales or use taxes (unless Customer is exempt and provide a certificate of tax exemption), duties, or levies on the Recurring Fees or Initial Setup Fees at the then-prevailing rate, and such taxes, duties or levies shall be line items on all applicable invoices. Customer may be charged a late fee of 1.5 percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any undisputed amounts not received when due. Customer shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by FinnlyTech in enforcing its rights for payments under this Agreement.
- 5) Equipment and Third-Party Software.** Certain Software provided by FinnlyTech may require that the Customer purchase certain computer hardware or software from third parties. The list of recommended hardware or software may be updated by FinnlyTech from time to time, and in the event of any such update (“Upgrade”) FinnlyTech shall provide notice to Customer of the same. The Customer will be responsible for the selection, purchase and maintenance of such hardware and software. If FinnlyTech determines that the Upgrade is required for the Services to function properly and to enable FinnlyTech to provide the Services to Customer efficiently and effectively, Customer shall obtain such Upgrade. If Customer declines such Upgrade, (1) Customer will pay for any additional services or and time spent that FinnlyTech determines is due to the failure to obtain the Upgrade, or (2) FinnlyTech may terminate this Agreement if the failure to implement the Upgrade would prohibit proper functionality of, or the ability to provide the Services efficiently and effectively.
- 6) Limited Warranty.**
- a) FinnlyTech warrants that the Services will substantially conform to and operate according to our then-current Documentation under normal and intended use. We further warrant to you that to the best of



our knowledge and belief the Services provided by FinnlyTech, and not those provided by a third-party or modified by a third-party without FinnlyTech's instruction, will not contain any contaminants, including any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the Services.

- b) FinnlyTech warrants that the Services performed under this Agreement will be performed in a professional and workmanlike manner, using generally accepted industry standards, by trained and skilled personnel in accordance with commercially reasonable standards, as applicable to the Services (if any); provided, however, that FinnlyTech will not be liable for violation of any applicable law, rule or regulation or any third party claim associated with the Customer Data unless unlawfully used or disclosed by FinnlyTech.
- c) FinnlyTech warrants that FinnlyTech will maintain commercially reasonable security measures to protect the confidentiality of the Customer Data transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder and warrants that FinnlyTech will maintain commercially reasonable security measures for its Services to prevent a breach, unauthorized access to or use of, or misappropriation of the Customer Data transmitted or provided by Customer under this Agreement.
- d) The foregoing warranty shall commence on the Effective Date and continue through the remainder of the term of this Agreement. As our sole liability to you in the case of a breach of the warranty set forth in this Section 6, we will repair the Services with respect to any error, non-conformity or defect so that the Services can be used substantially in accordance with the specifications set forth in the Documentation. We do not warrant that the Services will meet your requirements or will operate uninterrupted or error free. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6(a), THE SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, FinnlyTech AND ITS SUPPLIERS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FINNLYTECH CANNOT GUARANTEE AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, ERROR FREE, DEFECT FREE, FREE OF HARMFULCODES, THIRD PARTY DISTRUPTION OR THAT FINNLYTECH WILL CORRECT ALL DEFECTS. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH FINNLYTECH SHALL NOT BE HELD LIABLE.

7) Indemnification.

- a) Subject to the limitations below, to the extent permitted by law, Each Party, to the fullest extent permitted by law, shall defend, indemnify, and hold harmless the other Party from and against third party demands, claims, actions, suits, or similar proceedings ("Claim") for Losses (defined as any and all costs, expenses, damages, liabilities, fees, reasonable attorney and expert fees, penalties, fines, or judgments of any kind or nature whatsoever) to the extent it was caused by the Party's material breach of this Agreement, or its negligent or willful misconduct or omissions. The Party requesting indemnification must notify the other party in a detailed writing as soon as practicable of its potential



right to defense and indemnification. Indemnifying party shall have all control over the defense and resolution of the claim, and the Party requesting indemnification shall cooperate in such defense.

- b) **Indemnification Against Infringement Claim.** At our expense we will defend, indemnify, and hold you harmless against (i) any breach of warranty by us under this Agreement, or (ii) any third-party claim that the Services infringe a patent, trademark, copyright, or other intellectual property right enforceable in any country in which FinnlyTech or its affiliated companies have operations in accordance with this Agreement (“Infringement Claim”). We will pay all costs, damages, and attorney's fees that a court finally awards because of such Infringement Claim, subject to the Limitation of Liability section below, provided that the foregoing obligation shall not apply to the extent that (i) any alleged Infringement Claim is based upon any modification of the Services not made by FinnlyTech; (ii) use of the Services in combination with any third party products or services, if such infringement, misappropriation, or violation would not have happened but for such combination; or (iii) any use of the Services by Customer that was not expressly authorized by FinnlyTech. You must give us prompt written notice of the claim, cooperate fully (at FinnlyTech’s cost) with its defense, and give FinnlyTech sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent. If a third-party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Services is enjoined by a court, then we shall, in our sole reasonable election and expense, either: (i) procure your right to continue to use the Services in accordance with this Agreement; (ii) replace or modify the Services to make them non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to you the Initial Setup Fee and, in addition, any other fees paid by you during the 3-month period then preceding the termination.

8) Limitation of Liability.

- a) The Parties agree that, to the fullest extent permissible under law, in no event shall a Party, and in the case of FinnlyTech, its suppliers, be liable to the other for any direct or indirect loss of profits or any incidental, consequential, indirect, special or punitive damages (including without limitation lost savings, loss of use or loss of data) arising out of or related to this Agreement or with respect to the installation, use or operation of the Services, whether in contract, tort, negligence or other form of action even if the party has been apprised of the possibility of such damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.
- b) The Parties specifically agree that the total liability of either Party to the other for damages under this Agreement shall not exceed an amount equal to the Initial Setup Fee and any other fees paid by you within the 12-month period immediately preceding the last occurrence of the event under the Order that is the subject of the Claim.
- c) FinnlyTech does not warrant, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content or Customer Data submitted to the Services by Customer or customers, or any opinion, recommendation, or advice expressed therein, including, without limitation, any content. FinnlyTech expressly disclaims any and all liability in connection with the Customer Data and other content. Under no circumstances will FinnlyTech be liable in any way for any Customer Data or content, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as result of the use of any Customer Data or content posted, emailed, transmitted or otherwise made available via the Services.
- d) The limits described in this Section 8 shall not apply with respect to a breach of the obligations under the Sections titled “Ownership; Reverse Engineering; Restrictions”, or the Section titled “Customer Obligations”.



9) Terms and Termination; Suspension of Account.

- a) Subject to the terms and conditions contained herein, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years (the “Initial Term”). Upon expiration of the Initial Term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). If you do not renew the Agreement for a fixed Renewal Term, it will automatically renew on to a three (3) year term basis unless and until one of us provides the other with at least thirty (30) days’ advance notice of non-renewal, or unless terminated earlier under the terms contained within this Agreement.
- b) FinnlyTech may terminate this Agreement: (i) on written notice upon Customer’s failure to pay amounts when due, after 30 days’ written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after 30 days’ written notice and failure to cure; (iii) immediately if FinnlyTech is unable to perform the Services hereunder due to Customer’s acts or omissions; (iv) upon any regulatory decision or governmental order requiring FinnlyTech to suspend Service(s), (v) at anytime without cause, provided FinnlyTech has provided Customer with 30 days’ notice of its intent to terminate, or (vi) if Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefore within 60 days after filing. Any termination hereunder, except under 9(c), shall subject Customer to applicable Termination Fee and other accrued charges.
- c) Subject to potential Termination Fees and other charges, Customer may terminate this Agreement at any time by providing at least thirty (30) days’ prior written notice to FinnlyTech.
- d) If the Services are terminated before the end of the Term, Customer will pay an early termination charge equal to 25% of the Recurring Fees applicable for the remainder of the Term and any professional service, onboarding, offboarding, or other applicable fees (“Termination Fee”), except if: (i) Customer terminates because of FinnlyTech’s material breach, of which FinnlyTech had written notice and a reasonable time to cure; or (ii) FinnlyTech terminates without cause.
- e) Upon the effective date of expiration or termination of this Agreement, (a) FinnlyTech will immediately cease providing the Services, and (b) all payment obligations of Customer under this Agreement will become due immediately.
- f) Upon termination for any reason, Customer shall immediately cease use of the Services and shall, within 30 days following the date of termination, destroy or else return all copies of the Documentation and Confidential Information to us and FinnlyTech shall, within 30 days following the date of termination, return an electronic copy of Customer Data and destroy all Customer Data on its system.
- g) FinnlyTech reserves the right, at its sole discretion, to decide whether Customer is in violation of this Agreement when submitting Customer Data or Use of the Services. FinnlyTech shall have the right, but not the obligation, without prior notice, to delete or otherwise remove Customer Data that violates this Agreement and/or to terminate your account for submitting such material. All decisions as to Customer Data and use violations shall be final.
- h) FinnlyTech reserves the right to terminate or suspend your account at any time if it is in FinnlyTech’s best interest or to avoid violation of federal or state law.
- i) The Customer’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof. In the event of non-appropriation for any given Term, this Agreement shall terminate and Customer’s only obligation in the event of such termination shall be payment of any Termination Fee and applicable accrued charges up to the date of termination.

10) Assignment. You may not license, sublicense, assign, sell, rent, lease, or otherwise transfer the Services or this Agreement without our prior written consent. Notwithstanding the foregoing, you may, without our consent, (a) assign this Agreement to a subsidiary or affiliate, provided you remain liable for such entity’s performance; and (b) assign this Agreement to another entity pursuant to a merger, consolidation, or



acquisition of all or substantially all of your assets; provided that in each case you notify us of the assignment in writing and the assignee agrees to be bound by this Agreement.

11) Governing Law and Disputes. If a dispute arises out of or relates to this Agreement, the Parties agree to engage management in direct discussions in good faith to attempt to resolve the dispute. If the Parties cannot resolve within thirty (30) days, or other agreed upon time, the Parties can agree to engage in mediation or arbitration. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

12) General.

- a) Any failure by either Party to enforce at any time or for any period the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.
- b) Each of us agrees that any material breach of this Agreement may cause the other Party irreparable harm, and that such non-breaching Party may seek injunctive relief.
- c) In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.
- d) The headings of each provision of this Agreement are for reference purposes only.
- e) This Agreement may not be modified unless the modification is in a writing signed by both Parties. This Agreement, and the Order that accompanies it, is complete and constitutes the entire agreement between us with respect to the Software and Services. This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assignees of the Parties hereto but nothing in this Section will be construed as consent to any assignment of this Agreement except as provided above.
- f) Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to FinnlyTech at the addresses set forth above, or addressed to Customer at the address set forth in the initial Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

13) Export Compliance. Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.

14) Force Majeure. Neither Party shall be liable for or be in breach of this Agreement, for failure or delay in performance to the extent caused by circumstances beyond the Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic, cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services ("Force Majeure Event(s)"). At its option, Customer may terminate any Order where the Services thereunder are delayed more than sixty (60) days by a Force Majeure Event(s); provided, however, that Customer is not excused from paying FinnlyTech for all amounts owed for Services rendered and products



provided prior to the termination of the Order. A Force Majeure Event may not extend any payment obligation of Customer by more than fifteen (15) days.

15) Customer Data and Information. Customer represents and warrants that it fully complies with applicable law governing the privacy and security of personally identifiable information, including any relevant state or federal privacy law (“Applicable Privacy Law”). Customer shall also identify such personal data for FinnlyTech and understands that such personal data may be stored and processed on servers based outside of the United States, unless required by Applicable Privacy Law and agreed to in writing. FinnlyTech does encrypt, at the application level, Customer’s Personal Information entered by Customer, and any information that would be considered personally identifiable information under the Applicable Privacy Law.

16) Customer Obligations.

- a) Customer will cooperate with FinnlyTech in any onboarding or offboard of Services, and in providing information or access as necessary for FinnlyTech to efficiently provide the Services.
- b) Customer will allow FinnlyTech, for the sole purpose of its Service performance hereunder, to copy, display, distribute, download, transmit and otherwise use the Customer Data solely on behalf of Customer.
- c) Customer warrants and represents that it has all necessary right, title, and interest in the Customer Data, and that it has obtained all consents, licenses, permissions, and releases necessary to grant FinnlyTech the right to process the Customer Data in accordance with this Agreement.
- d) Customer shall comply with all applicable laws and regulations and with FinnlyTech’ reasonable Policies and Procedures, which Policies and Procedures are communicated in writing, including by website link, as may be in effect from time to time.
- e) The Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.
- f) The Customer Data will not violate any laws to which Customer or FinnlyTech may be subject or constitute a defamation or libel of FinnlyTech or any third party and will not result in the obligation of FinnlyTech to make payment of any third-party licensing fees.
- g) Customer acknowledges and agrees that FinnlyTech exercises no control over, and accepts no responsibility for, the content of the information passing through FinnlyTech’ network or the Internet. Customer assumes responsibility for its use of the Services, and the Internet. Customer understands and agrees further that the Internet contains materials some of which are socially inappropriate or may be offensive; and is accessible by persons who may attempt to breach the security of FinnlyTech and/or its network(s). FinnlyTech has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions. Customer and its users and end users access the Service at their own risk.
- h) FinnlyTech is not liable for the content of any data transferred either to or from Customer or stored by Customer or via the Services provided by FinnlyTech. YOU ARE RESPONSIBLE FOR YOUR USE OF THE SERVICES AND FOR ANY CONSEQUENCES THEREOF. THE CONTENT YOU SUBMIT, POST OR DISPLAY WILL BE ABLE TO BE VIEWED BY OTHER USERS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, OTHER TEAM MEMBERS AND THOSE AFFILIATED WITH YOUR TEAM. YOU SHOULD ONLY PROVIDE CONTENT THAT YOU ARE COMFORTABLE SHARING WITH OTHERS. YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH RESPECT TO ANY CONTENT YOU SUBMIT ONLINE



AND THAT ANY CONTENT YOU SUBMIT MAY BE VIEWED BY OTHER USERS OF THE SERVICES.

- i) Customer is solely and exclusively responsible for establishing and maintaining the security and confidentiality of Customer Data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers.
- j) Customer is responsible for retaining a backup of Customer Data outside the Services.
- k) Customer will keep FinnlyTech notified of any changes in people authorized to act for Customer, any changes in address or communication information, and any other changes in Customer's environment that could impact the Services.
- l) Customer will use equipment, which is professional grade, uses a business class operating system, meets manufacturer current specifications and is supported under a current manufacturer's warranty; operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and equipment, operating systems and other software having the current capability to be supported by FinnlyTech.
- m) You will not post, upload or otherwise exchange any content through use of the Services that is infringing, obscene, threatening, defamatory, fraudulent, abusive, harassing, or discriminatory, including content that is infringing on third party intellectual property rights and/or third party privacy rights.
- n) You will not access, tamper with, or use areas of the Services or FinnlyTech's systems that exceed the scope of your authorization.

17) Privacy.

- a) In order to provide you with the Services, we may ask you to provide us with some Personal Information. This may include a name, an email address, a password, phone number, address, and date of birth. In most cases a name is required as well. FinnlyTech will not disclose, sell, rent, or lease any Personal Information to others unless we are required by Applicable Privacy Laws or legal process to provide such personal information and otherwise except as described in this Agreement. CUSTOMER CONSENTS TO THE COLLECTION, USE, AND DISCLOSURE OF CUSTOMER'S PERSONAL INFORMATION, AS APPLICABLE AND SUBJECT TO THE TERMS OF THIS AGREEMENT AND CONSISTENT WITH APPLICABLE PRIVACY LAWS.
- b) THE SERVICES ARE NOT DIRECTED TO, AND NOT INTENDED FOR THE USE OF, CHILDREN UNDER THE AGE OF 16. IF YOU ARE UNDER THE AGE OF 16, PLEASE DO NOT REGISTER OR SUBMIT ANY PERSONAL INFORMATION TO FINNLYTECH. A parent or legal guardian may enter Personal Information for a person under age 16.
- c) You may need to pay for your use of the Services using a credit or debit card. We use third party payment card processing companies engaged by us to process payments in connection with the Services. Your credit card information is processed and retained by these third parties and will not be passed on to FinnlyTech. FinnlyTech does not store your payment card information in any way.
- d) You also may use FinnlyTech to collect funds from other users. We may deduct a payment processing fee from these fund transfers. The fund transfers are accomplished using a third party payment system, which is subject to separate terms with that third party. No one at FinnlyTech has access to the credit card information. Credit card information is handled by highly-secure third parties. FinnlyTech does not store credit card details in its databases.
- e) As a general rule we use your information, including Personal Information, solely to provide the Services. However, during the process of developing and troubleshooting the Services, it may be necessary to look at pieces of your information to improve the Services or resolve a problem or dispute.



Also, when you write us to request support, our skilled customer support representatives may look at your information in order to assist you. We may also access and use your information to compare information for accuracy and verify it with third parties or to comply with applicable law or legal process.

- f) When we identify a co-brand partner for a site or event, you agree that we may share contact information and transaction data (excluding credit or debit card numbers) with that partner. Information shared with a co-brand partner is subject to their privacy policy. We do not control the privacy policies of co-brand partners and we encourage you to review their privacy policies.
- g) We use third-party service providers to help measure our content and advertising effectiveness and to serve ads on our behalf and on behalf of other third-parties. We may share some anonymous, aggregated demographic information with some of these service providers, but we do not share any personally identifiable information except as specified in this Agreement.
- h) We retain information as long as it is necessary and relevant for our operations. In addition, we may retain Personal Information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce this Agreement and take other actions permitted by law.



City Council Action Request

7.L.

Meeting Date 5/7/2025

Department Administration

Agenda Category Action Item

Title Code Compliance/Abatement Mowing - Valdes Lawn Care and Snow Removal LLC

Staff Recommendation Adopt Resolution 2025-36 approving the agreement for Lawn Care Maintenance Abatement Services to Valdes Lawn Care and Snow Removal LLC for the 2025 - 2026 seasons in the amount of \$80 per hour.

Budget Implication Costs are assessed to the property.

Attachments

1.	Memo Lawn Maintenance
2.	2025-036 Resolution - Mowing Agreement
3.	2025-2026 Final Signed Contract (7 day billing) 1



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

From: Samantha Drewry, Code Enforcement Officer

Date: April 2, 2025

Re: 2025 and 2026 Code Compliance/Abatement Mowing

Background

Since 2009, the City of Cottage Grove has contracted with a private lawn care company to perform nuisance lawn mowing abatement for residential and commercial properties. The abatement includes the mowing of grass and weeds over eight inches in height, which is a violation of City Code Title 4-3-1B.1. If a residential or commercial property does not comply with City Code standards, the costs incurred for lawn mowing (grass and weeds), plus an administrative fee, are billed and ultimately assessed to the property owner for payment.

Discussion

The Code Enforcement Division received the following quotes.

<u>Contractor</u>	<u>Quoted Amount</u>
Valdes Lawn Care and Snow Removal LLC	\$80.00/hour
Warners Outdoor Solution	\$115/hour
Village Lawn Service	\$100/hour
Asper Landscaping	\$100/hour

The City has previously contracted with Valdes Lawn Care and Snow Removal LLC., and they have been prompt, responsive, and fulfilled their previous contracts with the City.

Recommendation

1. Adopt the Resolution 2025-36 approving the agreement for Lawn Maintenance abatement services to Valdes Lawn Care and Snow Removal LLC for 2025 - 2026 lawn mowing season in the amount of \$80.00 per hour.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-036

**RESOLUTION APPROVING THE 2025-2026 TALL GRASS ABATEMENT MOWING
SERVICE AGREEMENT WITH VALDES LAWN CARE AND SNOW REMOVAL LLC
IN THE AMOUNT OF \$80.00 PER HOUR**

WHEREAS, quotes were requested to perform nuisance lawn mowing abatement for residential and commercial properties; and

WHEREAS, three quotes were received to perform nuisance lawn mowing abatement for residential and commercial properties; and

WHEREAS, Valdes Lawn Care and Snow Removal LLC provided an acceptable quote; and

WHEREAS, it is the recommendation of the Code Enforcement Officer that the quote be awarded to Valdes Lawn Care and Snow Removal LLC in the amount of \$80.00 per hour.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025-2026 Code Compliance Mowing service agreement be awarded to Valdes Lawn Care and Snow Removal LLC in the amount of \$80.00 per hour.

Passed this 16th day of April 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Tall Grass Abatement Contract for 2025-2026 Mowing Season

THIS AGREEMENT (“Agreement”) is made and executed this 7 day of May, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and Valdes Lawn Care and Snow Removal LLC, PO Box 447, Lake Elmo, Minnesota 55042 (“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 incorporated herein as Exhibit A.
 - ii. Other documentation, incorporated herein as Exhibit B.(Hereinafter “Exhibits”).
- iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor \$80 per hour, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City within seven business days of completing the work. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

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

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

d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated the Code Enforcement Officer 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 Joe Valdes and Ruta Calis to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

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

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

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

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

If to City: City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attention: Building Official

Or emailed: amclean@cottagegrovemn.gov

If to Contractor: Valdes Lawn Care and Snow Removal LLC
PO Box 447
Lake Elmo, MN 55042
Attention: Joe Valdes

Or e-mailed: joe@valdeslawn.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: _____

VALDES LAWN CARE AND SNOW REMOVAL LLC

Signature: _____

Date: 03/17/2025

Name: Yamile C. Gonzalez obo Valdes Lawn Care & Snow Removal, LLC

Its: Vice President

EXHIBIT A

SERVICES.

1. Contractor shall provide the following Services for the City in the performance of grass and weeds abatement services under this Agreement:
 - a. Contractor agrees to provide all grass, weeds, and other nuisance vegetation abatement services at the direction of the City in accordance with the terms of the Agreement and any other applicable state or local rules and regulations.
 - b. Contractor shall own or be able to access the requisite equipment and personnel necessary for cutting grass and weeds in excess of eight (8) inches on residential and commercial properties, including on ungraded property or steep slopes; equipment must be capable of fitting through fence openings of at least thirty (30) inches.
 - c. Identify and report possible hazardous materials including garbage, debris, and miscellaneous junk that may be present on a residential or commercial property where Contractor is providing Services.
 - d. Cut grass, weeds, and other vegetation in and around moveable structures, walkways, trees, and fences to a height of 3 ½ inches or less.
 - e. Contractor shall remove all clippings, trash, and debris on any driveway, sidewalk, alleyway, or adjacent public right of way upon completion of providing Services for each project and shall dispose of such materials in accordance with all applicable state and local rules and regulations.
2. Except in the case of an emergency abatement, the City shall provide Contractor with at least five (5) days advanced written notice of the date, time, and location of a grass and weeds nuisance abatement project. City shall provide Contractor with written notice of a nuisance abatement project by electronic mail at the address listed under Section 13 of the Agreement, unless another method is requested by either party. Contractor shall be expected to complete all Services for each nuisance abatement project within four (4) days of receiving notice from the City, unless otherwise prevented from doing so by the weather or other circumstances articulated under Section 8 of the Agreement. If Contractor is unable to perform the nuisance abatement project after receiving notice from the City, Contractor shall inform the City immediately.

COMPENSATION.

1. City agrees to pay and Contractor agrees to receive and accept payment for the Services provided under the Agreement at a rate of \$80.00 per hour. City shall not pay for any Services provided by Contractor that have not received prior authorization by the City.



City Council Action Request

7.M.

Meeting Date 5/7/2025

Department Administration

Agenda Category Action Item

Title Temporary Certificates of Occupancy Policy

Staff Recommendation Adopt the Temporary Certificate of Occupancy Policy.

Budget Implication N/A

Attachments

1.	2025-05-02 Council Workshop Memo MAY FINAL
2.	TCO Issuance Policy Final Draft

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

From: Riley Rooney, Associate Planner

Date: May 1, 2025

Re: Temporary Certificates of Occupancy Policy

Background

City Council discussed creation of a temporary certificate of occupancy policy at a workshop in January. A final policy supported by City Council was presented to new home Builders at the end of March. During the meeting the Builders provided comment and identifying some challenges to the proposed new policy.

Overview of comments:

- What we heard: June can be a challenging weather month.
 - TCO deadlines have been adjusted to give more time in the spring to catch up finalizing winter builds:
 - TCO issued between October 2 and June 30 – deadline to secure a CO is July 15
 - TCO issued between July 1 and October 1 – deadline to secure a CO is October 15
- What we heard: As-built survey cannot be completed/submitted for winter builds.
 - As-built survey is required to be approved by the city prior to issuance of a TCO between July 1 and October 1
 - As-built survey is NOT required to be approved by the city prior to issuance of a TCO between October 2 and June 30
 - The city will review submitted as-built surveys within 5 business days of receipt in the cgplanning@cottagegrovemn.gov inbox
- What we heard: The City is already holding an escrow, why is a fee needed?
 - The focus of the city is to ensure staff time required to process and work through a TCO is covered, it has not been in the past. The \$8,000 fee will be removed from the fee table and replaced with a \$50 application fee.
 - A \$50 TCO request application fee will be added to the city's fee table and will be required at time of submittal of a Temporary Certificate of Occupancy Request and Acknowledgment Form which is required at all times of the year. This fee will cover the administrative time required to process the TCO request from start to finish.
- What we heard: Clarification is needed for the timeline of results and status of inspections.
 - The policy clearly outlines the days inspections will be scheduled, the cut off time to secure an inspection on those days, and how long until the results of those inspections will be visible in the permit portal. The city will hold to these timelines to ensure improved scheduling ability on the builder's end.
 - We understand things happen, the city will work through challenges on a case-by-case basis as needed however, this standard will be maintained.

Staff amended the policy to address comments and maintain a reasonable policy. The proposed amendments created an efficient process and clear guidelines for the process to hold builders accountable to deadline dates. The goal of the policy is to ensure a successful product for the resident will permitting continued new home construction through each Minnesota season.

The policy includes clear deadlines for TCO expiry (a timeframe which aligns with the *intention* of the TCO process), requires a *Temporary Certificate of Occupancy Request and Acknowledgment Form* and TCO request fee to be submitted prior to issuance of a TCO, and to introduce re-inspection fees to cover staff time for reinspection of exterior items if not complete during initial inspection.

Recommendation

It is recommended that the City Council adopt the Temporary Certificate of Occupancy policy.

Prepared by:
Riley Rooney, Associate Planner

Residential Temporary Certificate of Occupancy Policy

A residential temporary certificate of occupancy “TCO” may be issued by the Building Department for the occupation of a newly constructed home in the event a full certificate of occupancy “CO” cannot be obtained due to incomplete non-life safety items including but not limited to:

- *Approved grading as-built**
- Sod installation
- Boulevard tree installed, when applicable
- Passed curb box inspection

A TCO may be requested by submittal of the *Temporary Certificate of Occupancy Request and Acknowledgment Form* submitted to the building email (building@cottagegrovemn.gov). Prior to issuance of a TCO, the Residential Temporary Certificate of Occupancy Application fee as outlined in the city’s fee table (\$50) shall be paid, and an approved grading as-built survey* received.

**An approved grading as-built survey will be required prior to issuance of a TCO between July 1 and October 1.*

- If a TCO is requested and issued between October 2 and June 30, a full CO must be issued no later than July 15.
- If a TCO is issued between July 1 and October 1, a full CO must be issued no later than October 15.

A reminder will be provided 30 days prior to the bi-annual expiration dates (October 15 and July 15) of a TCO via email and certified mail to the address of the applicant on the building permit.

If an inspection is requested and failed, a reinspection fee will be incurred per the city’s fee table. For lots with a development agreement prior to July 2025, the reinspection fee(s) as applicable will be invoiced prior to issuance of a CO. For lots with a development agreement after July 2025, the reinspection fees will be deducted from the builder’s escrow prior to release of the escrow after a full CO is obtained.

Reinspection	Fee/Escrow Deduction
Sod	\$60
Boulevard Tree	\$60
Curb Box	\$70
Grading As-Built	\$25

Grading as-built surveys* shall be submitted for review to the planning email (cgplanning@cottagegrovemn.gov). Submitted surveys will be reviewed and the results populated in the EPL permit portal within five business days.

Curb box, boulevard tree, and sod inspections shall be submitted to the planning email (cgplanning@cottagegrovemn.gov) and are available Mondays, Wednesdays, and Fridays.

Inspection requests must be submitted by:

- 2:00PM Friday for a Monday inspection
- 2:00PM Tuesday for a Wednesday inspection
- 2:00PM Thursday for a Friday inspection

Curb box, boulevard tree, and sod inspection results will be populated in the EPL permit portal by noon the day following the inspection (Tuesdays, Thursdays, & Mondays). The status (pass/fail) of these inspections and any required correction items will be visible in the EPL checklist.

The City may draw the Builder's Escrow if a full CO is not issued by the deadline date on the TCO.



City Council Action Request

7.N.

Meeting Date	5/7/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	ISD 833 - Park High School Turn Lane MOU				
Staff Recommendation	Execute the Memorandum of Understanding with Independent School District 833 to include the design and construction of the required turn lane modifications in the 80th Street Improvements project related to the Park High School Improvements.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo</td></tr><tr><td>2.</td><td>Memorandum</td></tr></table>	1.	Memo	2.	Memorandum
1.	Memo				
2.	Memorandum				



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: April 30, 2025

Re: ISD 833 – Park High School Turn Lane MOU

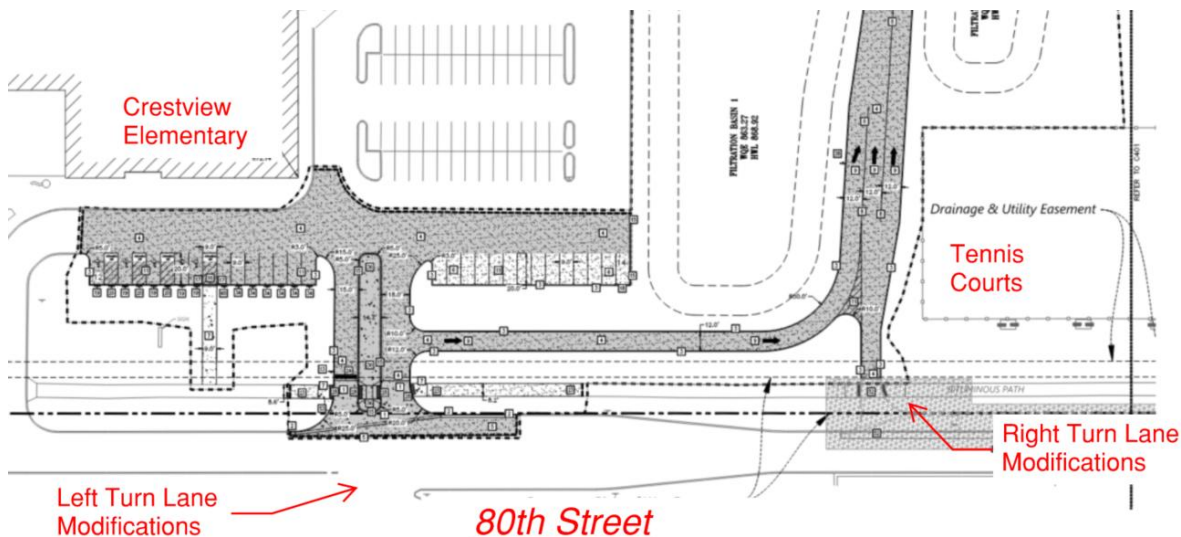
Background

On December 4, 2024, City Council approved a site plan for Park High School. The site improvements that were approved require construction of a westbound right turn lane into the high school from 80th Street and extension of an existing eastbound left turn lane on 80th Street.

Discussion

The City will be making public improvements to 80th Street in front of Park High School in a proposed 2026 construction project. That project is currently under design. As part of the 80th Street public improvements project, the City is agreeable to designing and constructing the turn lane improvements on behalf of the school district, if the district enters into a Memorandum of Understanding with the City acknowledging that the district will pay for the costs to design and construct the turn lane modifications.

The turn lane modification costs are mutually agreed to be \$214,385.00 for the right turn lane and \$80,430.00 for the left turn lane. These costs are inclusive of the design, construction, inspection and testing of the Turn Lane Modifications. If the agreement is approved, the costs would be paid at the time the building permit is issued.



Recommendation

It is recommended the City Council execute the Memorandum of Understanding with Independent School District 833 to include the design and construction of the required turn lane modifications in the 80th Street Improvements project related to the Park High School Improvements.

Attachments

Independent School District 833 Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING RELATING TO 80TH STREET TURN LANE
MODIFICATIONS FOR PARK HIGH SCHOOL
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Independent School District 833, a Minnesota public corporation (“School District”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, School District owns that certain real property located at 8040 80th Street South and 7830 80th Street South in the City of Cottage Grove, (“School Property”) which abuts 80th Street South; and

WHEREAS, School District is making certain improvements to School Property, which were approved by the City Council on December 4, 2024, pursuant to Resolution No. 2024-177 (“Improvements”); and

WHEREAS, the Improvements include a new access from 80th Street South for which the School District will install a right turn lane and extend an existing left turn lane on 80th Street South (“Turn Lane Modifications”); and

WHEREAS, the City is making public improvements to 80th Street South in 2026 and is willing to include the design and installation of the Turn Lane Modifications as part of its public improvement construction project; and

WHEREAS, subject to the terms of this Agreement, the School District and City are agreeable to allow the City to design and install the Turn Lane Modifications as part of the City’s public improvement project with the understanding that the School District will pay the City for the costs associated with the Turn Lane Modifications.

ARTICLE 2
AGREEMENT

2.1 Design of Turn Lane Modifications. Under the terms and conditions stated herein, City will agree to design the Turn Lane Modifications on 80th Street to access the School Property as part of its 80th Street improvement construction project. The design work is anticipated

to occur in 2025 and 2026. Design of Turn Lane Modifications includes survey, design, staking, construction inspection, and contract administration costs incurred by the City's consultant.

2.2 Construction of Turn Lane Modifications. Under the terms and conditions stated herein, City will agree to construct the Turn Lane Modifications as part of its 80th Street improvement construction project, anticipated to occur in 2026. Construction of Turn Lane Modifications includes removals, utility installation, curb and gutter, paving, striping, and related costs incurred by the City's General Contractor.

2.3 Payment of Costs. The School District shall pay the cost of the Turn Lane Modifications in the amounts of \$214,385 for the right turn lane and \$80,430 for the left turn lane, this is inclusive of the design, construction, inspection and testing of the Turn Lane Modifications. The total \$294,815 shall be paid at time of any building permit issued for the principal structure of Park High School.

2.4 Remedies. If the School District fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity, including the option by the City to certify to Washington County the amounts due as payable, along with the costs and expenses incurred by the City, with the real estate taxes for the School Property in the next calendar year. Such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The School District waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the School Property.

2.5 Indemnification. The parties shall each indemnify, defend and hold each other harmless, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that either party incurs or suffers, which arise out of, result from or relate to this MOU.

2.6 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this MOU shall be binding upon the heirs, successors, administrators and assigns of the parties.

2.7 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

CITY:
CITY OF COTTAGE GROVE

Myron Bailey
Its Mayor

Tamara Anderson
Its City Clerk

LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833

By: 
Katie Schwartz, School Board Chair

By: 
Melinda Dols, School Board Clerk

Date: 4/24/25



City Council Action Request

7.0.

Meeting Date	5/7/2025				
Department	Community Development				
Agenda Category	Action Item				
Title	Purchase Agreement - Outlot G Eastridge Woods 2nd Addition				
Staff Recommendation	Approve the Purchase Agreement between the City of Cottage Grove and Ryan and Colleen Johnsen for Outlot G of the Eastridge Woods 2nd Addition.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Outlot G Eastridge Woods 2nd Purchase Agreement CC Memo</td></tr><tr><td>2.</td><td>Outlot G Eastridge Woods 2nd Purchase Agreement (signed)</td></tr></table>	1.	Outlot G Eastridge Woods 2nd Purchase Agreement CC Memo	2.	Outlot G Eastridge Woods 2nd Purchase Agreement (signed)
1.	Outlot G Eastridge Woods 2nd Purchase Agreement CC Memo				
2.	Outlot G Eastridge Woods 2nd Purchase Agreement (signed)				

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

From: Samantha Pierret, Senior Planner

Date: April 30, 2025

Re: Purchase Agreement, Outlot G Eastridge Woods 2nd Addition

Background

Ryan and Colleen Johnsen, owners of 6580 Jocelyn Avenue South, contacted City Planning staff in 2023 inquiring about Outlot G of the Eastridge Woods 2nd Addition. The property is owned by the City of Cottage Grove. The Johnsens inquired about purchasing the property from the City to add to their parcel.

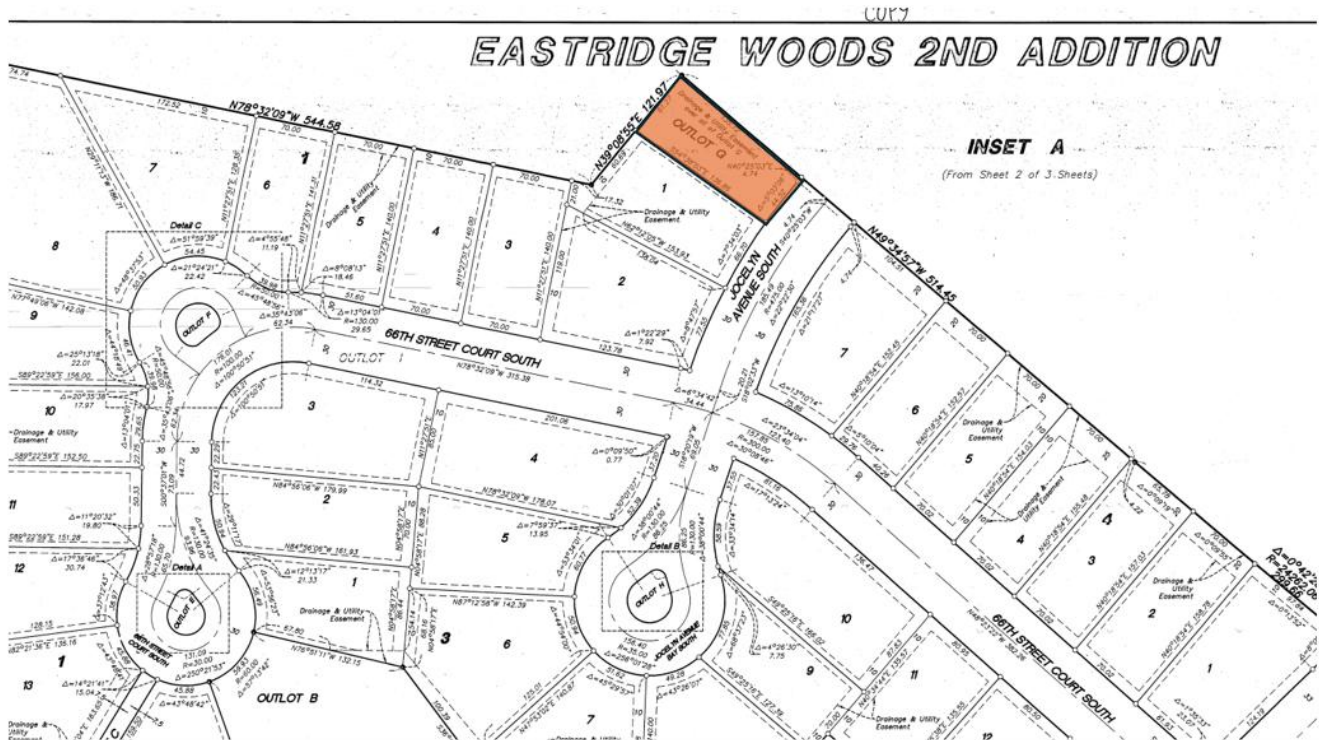


Aerial Photo Outlot G Eastridge Woods 2nd Addition

Discussion

The Eastridge Woods 2nd Addition was platted in 2014. Outlot G functioned as a temporary cul-de-sac on Jocelyn Avenue until the land to the north developed. In 2017, Outlot G was deeded to the City of Cottage Grove given it supported the cul-de-sac as public infrastructure. Jocelyn Avenue was extended, and the temporary turnaround was removed with the estab-

lishment of the Woodward Ponds development around 2020. The Woodward Ponds developer removed the temporary cul-de-sac in 2020 and reestablished the outlet as required by the development agreement with grading and seeding in 2024. The outlet is not a buildable lot due to its size (less than 65 feet wide in the R-3 District). The city has no need for the outlet.



Eastridge Woods 2nd Addition Plat

To purchase the lot from the city, the Johnsens will need to pay the appraised value plus closing costs. Outlot G is required to be combined with the Johnsens' existing parcel (Lot 1 Block 1, Eastridge Woods 2nd Addition). The properties cannot be legally combined until after October 15, 2025, when the second tax payment is due because the Johnsen parcel is currently in escrow.

The City Attorney has drafted a purchase agreement between the Johnsens and the City of Cottage Grove. The purchase agreement is contingent upon the parcels being legally combined by October 31, 2025.

Recommendation

It is recommended the City Council approve the Purchase Agreement between the City of Cottage Grove and Ryan and Colleen Johnsen for Outlot G of the Eastridge Woods 2nd Addition.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2025 (the "Effective Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation ("City" or "Seller"), and Ryan Neil Johnsen and Colleen Sara Johnsen, husband and wife ("Johnsens" or "Buyers").

RECITALS

Recital No. 1. The City is the owner of certain real property, located in Cottage Grove, Washington County, Minnesota, legally described as follows:

Outlot G, Eastridge Woods 2nd Addition

PID: 03.027.21.42.0048

(hereinafter "**City Parcel**").

Recital No. 2. Buyers are the owners of real property abutting City Parcel, located in Cottage Grove, Washington County, Minnesota, legally described as follows:

TORRENS/Torrens Certificate No. 73305

LOT 1, BLOCK 1, EASTRIDGE WOODS 2ND ADDITION, Washington County, Minnesota.

PID: 03.027.21.42.0007

(hereinafter "**Johnsen Parcel**").

Recital No. 3. City Parcel is currently unimproved and vacant and is considered unbuildable.

Recital No. 4. City Parcel only has value if it is combined with the adjacent property.

Recital No. 5. Buyers desire to purchase the City Parcel from the City and combine it with the Johnsen Parcel, and the City desires to sell the same to the Buyers, under the terms and conditions of this Agreement.

NOW, THEREFORE, City and Buyers agree as follows:

1. **Sale.**

1.1. **Sale.** Subject to the terms and provisions of this Agreement, the City shall sell City Parcel to Buyers, and Buyers shall purchase City Parcel from the City free and clear of all defects, liens and encumbrances.

1.2. **Purchase Price.** The purchase price to be paid by Buyers to the City for City Parcel shall be Two Thousand and No/100 Dollars (\$2,000.00) (the "Purchase Price"), which shall be paid in full on the Closing Date (as defined in Section 6) subject to those adjustments, prorations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from the City or Title.

2. **Available Surveys, Tests, and Reports.** Within ten (10) days following the Effective Date, the City shall cause to be delivered to Buyers (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on City Parcel and in the possession of the City, and (b) copies of existing title work for City Parcel and in the possession of the City (the "Due Diligence Materials"). The City makes no representations or warranties regarding the accuracy of the Due Diligence Materials. If Buyers so request, the City shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyers, at Buyers' expense except as otherwise provided in this Agreement, so that Buyers may rely on such site analyses or surveys as if prepared for Buyers in the first instance, but the City makes no representation as to whether any such reissuance or recertification will be available.

3. **Buyers' Investigations.** For a period up to the Closing Date, the City shall allow Buyers and Buyers' agents access to City Parcel without charge and at all times for the purpose of Buyers' investigation and testing of City Parcel, including surveying and testing of soil and groundwater, and Phase I and Phase II environmental assessments ("Buyers' Investigations"). The City shall have the right to accompany Buyers during any of Buyers' Investigations of City Parcel. Buyers shall provide to the City copies of all third-party, non-confidential written test results and reports conducted as part of Buyers' Investigations. Except as otherwise provided herein, Buyers agree to pay all of the costs and expenses associated with Buyers' Investigations, to cause to be released any lien on City Parcel arising as a result of Buyers' Investigations and to repair and restore, at Buyers' expense, any damage to City Parcel caused by Buyers' Investigations. Buyers shall indemnify and hold the City and City Parcel harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Buyers' Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and the City requests, Buyers shall give the City copies of any and all AUAR, Phase I and Phase II reports obtained by Buyers.

4. **Insurance; Risk of Loss.** The City assumes all risk of destruction, loss or damage to City Parcel prior to the Closing Date. If, prior to the Closing Date, all or any portion of City Parcel or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, the City shall immediately give Buyers written notice of such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from the City or otherwise), Buyers shall have the

option (to be exercised in writing within thirty (30) days of receipt of such written notice from the City) either (a) to require the City to (i) convey City Parcel at Closing (as defined in Section 6) to Buyers in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyers at Closing all of the City's right, title and interest in and to any claims the City may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to City Parcel or access thereto, and (iii) pay to Buyers at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to the City, whereupon this Agreement shall be terminated, any refundable portion of the Earnest Money shall be refunded to Buyers and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such thirty (30) day period, such right shall be deemed to have been waived. The City shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyers' prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies.**

5.1. **Buyer's Contingencies.**

A. Unless waived by Buyers in writing, Buyers' obligation to proceed to Closing shall be subject to (a) performance by the City of its obligations hereunder, (b) the continued accuracy of the City's representations and warranties provided in Section 9.1, and (c) Buyers' satisfaction, in Buyers' sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, Buyers shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyers' Investigations, engineering inspections, hazardous substance and environmental reviews of City Parcel and (b) all other inspections and due diligence regarding City Parcel, including any Due Diligence Materials.

(2) On or before the Closing Date, Buyers shall have received from Title an irrevocable commitment to issue a title insurance policy for City Parcel in a form and substance satisfactory to Buyers in Buyers' sole discretion, not disclosing any encumbrance not acceptable to Buyers in Buyers' sole discretion.

(3) On or before the Closing Date, Buyers shall have determined that it is satisfied with the books and records in the City's

possession, if any, including site plans, surveys, engineering or environmental reports associated with City Parcel.

(4) On or before the Closing Date, Buyers shall have approved the forms of all closing documents.

(5) On or before the Closing Date, the City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by the City.

(6) All representations and warranties of the City contained in this Agreement shall be accurate as of the Closing Date.

The foregoing contingencies are for Buyers' sole and exclusive benefit and one (1) or more may be waived in writing by Buyers in its sole discretion. The City shall reasonably cooperate with Buyers' efforts to satisfy such contingencies, at no out of pocket cost to the City or assumption of any obligation or liability by Buyers except as otherwise provided herein. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyers' option, by written notice from Buyers to the City.

B. If Buyers elect not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of the City set out in this Agreement, including, without limitation, any indemnity or representations with respect to environmental matters.

5.2. **The City's Contingencies.** The City's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, Buyers shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by Buyers prior to the Closing Date.

B. On or before the Closing Date, all representations and warranties of Buyers contained in this Agreement shall be accurate as of the Closing Date.

C. On or before the Closing Date, Buyers shall have cured any default of its obligations under this Agreement, not otherwise waived by the City.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from the City to Buyers. If termination occurs all documents deposited by Buyers shall be immediately returned to Buyers and all documents deposited by the City shall be immediately returned to the City and neither party will have any further rights or obligations with respect to this Agreement or City Parcel, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.2 are specifically for the benefit of the City, and the City shall have the right to waive any contingency in this Section 5.2 by written notice to Buyers.

6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on or before June 15, 2025 (the “Closing Date”) at Title. The City agrees to deliver legal and actual possession of City Parcel to Buyers on the Closing Date, as the same may be extended.

6.1. **The City’s Closing Documents and Deliveries.** On the Closing Date, the City shall execute and/or deliver, as applicable, to Buyers the following:

A. **Quit Claim Deed.** A quit claim deed conveying title to City Parcel to Ryan Neil Johnsen and Colleen Sara Johnsen, husband and wife, free and clear of all encumbrances, except the Permitted Encumbrances (the “Deed”).

B. **Recertification of Representations and Warranties.** The City shall provide Buyers with a certificate recertifying that the representations and warranties set forth in Section 9 of this Agreement are true and correct as of the Closing Date.

C. **FIRPTA Affidavit.** An affidavit of the City certifying that the City is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **Settlement Statement.** A settlement statement with respect to this transaction.

E. **General Deliveries.** All other documents reasonably determined by Title to be necessary to transfer City Parcel to Buyers and to evidence that the City (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that City Parcel is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect the City’s performance of the terms of this Agreement, including, without limitation, the consents of all parties holding

an interest in City Parcel, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyers with respect to City Parcel with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyers' Closing Documents and Deliveries.** On the Closing Date, Buyers shall execute and/or deliver, as applicable, to the City the following:

A. **Payment of Purchase Price.** The Purchase Price, in accordance with the terms of Section 1.2.

B. **Buyers' Affidavit.** A standard owner's affidavit (ALTA form) from Buyers which may be reasonably required by Title to issue an owner's policy of title insurance with respect to City Parcel with the so-called "standard exceptions" deleted.

C. **Settlement Statement.** A settlement statement with respect to this transaction.

D. **General Deliveries.** All other documents reasonably determined by Title to be necessary to evidence that Buyers have duly authorized the transactions contemplated hereby and evidence the authority of Buyers to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyers pursuant to this Agreement, or may be required of Buyers under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations.** The City and Buyers agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Title Evidence and Closing Fee.** The City shall pay all costs of the Commitment with respect to City Parcel. Buyers will pay all costs of all premiums for any title insurance policy it desires with respect to City Parcel. Buyers and the City shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2. **Transfer Taxes.** The City shall pay all state deed tax regarding the Deed.

7.3. **Recording Costs.** The City shall pay the cost of recording all documents necessary to cure any Objections, as hereinafter defined. Buyers shall pay all recording costs with respect to the recording of the Deed and other documents necessary to effectuate closing.

7.4. **Real Estate Taxes and Special Assessments.** General real estate taxes applicable to any of City Parcel due and payable in the year of Closing shall be prorated between the City and Buyers on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with the City paying those allocable to the period prior to the Closing Date and Buyers being responsible for those allocable to the Closing Date and subsequent thereto. The City shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) certified, levied, pending, postponed or deferred, or constituting a lien against City Parcel with respect to any of City Parcel as of the Closing Date. Buyers shall be responsible for any special assessments that are levied or become pending against City Parcel after the Closing Date.

7.5. **Survey.** Buyers may obtain and pay for a Survey.

7.6. **Attorneys' Fees.** The City and Buyers shall each pay its own attorneys' fees incurred in connection with this transaction, except as otherwise specifically set forth in this Agreement.

7.7. **Survival.** The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination.** (i) Within seven (7) days following the Effective Date, the City shall, at the City's expense, order a current and updated title commitment for an owner's title insurance policy issued by Title for City Parcel, and copies of all encumbrances described in the commitment (the "Commitment"); and, if desired, (ii) within thirty (30) days following the Effective Date, Buyers may at its sole option obtain, at Buyers' expense, an ALTA-certified survey bearing the legal description of City Parcel, and showing the area, dimensions and location of City Parcel and the matters shown in the Commitment (the "Survey" and, together with the Commitment, the "Title Evidence").

8.1. **Buyer's Objections.** Within thirty (30) days after Buyers' receipt of a Survey, Buyers may make written objections ("Objections") to the form or content of the Title Evidence. Any matters reflected on the Title Evidence which are not objected to by Buyers within such time period or waived by Buyers in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements; and (d) Applicable laws, ordinances, and regulations. Buyers shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

8.2. **The City's Cure.** The City shall be allowed twenty (20) days after the receipt of Buyers' Objections to cure the same but shall have no obligation to

do so. If such cure is not completed within said period, or if the City elects not to cure such Objections, Buyers shall have the option to do any of the following:

- A. Terminate this Agreement with respect to all of City Parcel.
- B. Waive one or more of its objections and proceed to Closing.

9. **Warranties and Representations.**

9.1. **By the City.** The City warrants and represents the following to Buyers and acknowledges that Buyers have relied on such representations and warranties in agreeing to enter into this Agreement:

A. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms. The City has been duly formed under the laws of the State of Minnesota and is duly qualified to transact business in the jurisdiction in which City Parcel is located and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the City pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by the City pursuant hereto have each been duly authorized by all necessary action on the part of the City and such execution, delivery and performance does and will not conflict with or result in a violation of the City's organizational agreement or any judgment or order.

B. The execution, delivery and performance by the City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the City, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which the City is a party or by which it or any of its properties may be bound.

C. To the City's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of the City to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

D. To the City's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting the City or any of its

properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to the City, would have a material adverse effect on the ability of the City to perform its obligations under this Agreement.

E. The City has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of City Parcel, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of City Parcel, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of City Parcel, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of City Parcel or the use, operation, maintenance or management of all or any part of City Parcel.

F. To the City's knowledge, there are no wells, underground or above ground storage tanks of any size or type, or sewage treatment systems located on any portion of City Parcel. To the City's knowledge, there has been no methamphetamine production on or about any portion of City Parcel. To the City's knowledge, the sewage generated by City Parcel, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on City Parcel.

G. The City is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To the City's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on City Parcel that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on City Parcel, (ii) there has been no release, spill, leak or other contamination or otherwise onto City Parcel, and (iii) there are no restrictions, clean ups or remediation plans regarding City Parcel. To the City's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of City Parcel. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15

U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

I. There are no leases or tenancies with respect to City Parcel that will not be terminated as of the Closing Date. There are no unrecorded agreements or other contracts of any nature or type relating to, affecting or serving City Parcel.

J. There will be no indebtedness or sums due attributable to City Parcel which will remain unpaid after the Closing Date.

As used in this Agreement, the term "to the City's knowledge" shall mean and refer to only the current actual knowledge of the designated representative of the City and shall not be construed to refer to the knowledge of any other officer, manager, director, agent, authorized person, employee or representative of the City, or any affiliate of the City, or to impose upon such designated representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such designated representative any individual personal liability. As used herein, the term "designated representative" shall refer to Samantha Pierret. The City represents and warrants that the foregoing individual is the representative of the City most knowledgeable regarding City Parcel.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing; provided, however, the City shall have no liability with respect to any breach of a particular representation or warranty if Buyers shall fail to notify the City in writing of such breach within two (2) years after the Closing Date, and provided further that the City shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyers has actual knowledge of the City's breach thereof prior to Closing and Buyers consummate the acquisition of City Parcel as provided herein.

Buyers acknowledge and agree that, except as expressly specified in this Agreement and/or in any documents executed and delivered by the City at Closing, the City has not made, and the City hereby specifically disclaims, any

representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to City Parcel, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of City Parcel with governmental laws, or any other matter or item regarding the physical condition of City Parcel. Buyers agree that except as expressly specified in this Agreement and/or in any documents executed and delivered by the City at Closing, Buyers shall accept City Parcel and acknowledges that the sale of City Parcel as provided for herein is made by the City on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2. **By Buyers.** Buyers warrant and represent the following to the City, and acknowledges that the City has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyers have all requisite authority to enter into this Agreement and to perform all of their obligations under this Agreement.

B. The execution, delivery and performance by Buyers of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyers, (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyers are a party or by which they or any of their properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, Buyers shall have no liability with respect to any breach of a particular representation or warranty if the City shall fail to notify Buyers in writing of such breach within two (2) years after the Closing Date.

10. **Further Assurances.** From and after the Closing Date, the City agrees to execute, acknowledge and deliver to Buyers such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

11. **Additional Obligations of Buyers.** On or before October 31, 2025, Buyers shall complete the process for combining City Parcel and Johnsen Parcel into one tax parcel and provide evidence to the satisfaction of the City that City Parcel and Johnsen Parcel have been successfully combined into one tax parcel. Buyers' failure to perform this obligation will result in a breach of this Agreement and the City shall be entitled to seek any and all legal remedies. This provision shall survive Closing.

12. **Commissions.** Each party represents that all negotiations on its behalf relative to this Agreement and the transactions contemplated by this Agreement have been carried on directly between the parties, without the intervention of any party as broker, finder or otherwise, and that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Agreement.

13. **Notice.** Any notice to be given by one party hereto shall be personally delivered (including messenger delivery), by email at the address set forth below, or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked, one (1) business day after delivery to such overnight courier, or immediately upon personal delivery or delivery by email. Attorneys for each party shall be authorized to give and receive notices for each such party.

If to the City: City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove MN 55016
Attn: Samantha Pierret, Senior Planner
Email: spierret@cottagegrovemn.gov

with a copy to: Korine L. Land
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
Email: kland@levander.com

If to Buyers: Ryan Neil Johnsen and Colleen Sara Johnsen
6580 Jocelyn Avenue South
Cottage Grove, MN 55016

14. **Default; Remedies.** In addition to the rights granted to the parties pursuant to Minn. Stat. Sec. 559.21, if either the City or Buyers fail to perform any of its obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the event that Buyers fail to combine the lots pursuant to Section 11 of this Agreement and fail to request and receive additional time, the City at its option, may declare a termination in favor of the City of the title and all of the rights and interests in and to the City Parcel conveyed to Buyers. In such circumstances, all title, rights and interests of applicable Buyers and any assigns or successors in interest to and in the City Parcel, shall revert to the City for the same purchase price paid by Buyers. This provision shall survive Closing. In any action or

proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

15. **Cumulative Rights.** No right or remedy conferred or reserved to the City or Buyers is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

16. **Assignment.** Buyers may not assign its rights and obligations under this Agreement, without the written consent of the City.

17. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

18. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

19. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **Rules of Interpretation.** The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

21. **Titles of Sections.** Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

23. **Represented by Counsel.** Each party has had the opportunity to be represented and advised by counsel in the transaction contemplated hereby.

24. **Time of the Essence.** Time is of the essence of this Agreement.

25. **Termination**. Upon termination of this Agreement, neither the City nor Buyers shall have any further rights or obligations to the other party, except for such obligations as survive termination of this Agreement.

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

SELLER:
THE CITY OF COTTAGE GROVE

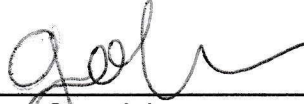
By _____
Myron Bailey
Its Mayor

By _____
Tamara Anderson
Its City Clerk

BUYERS:



Ryan Neil Johnsen



Colleen Sara Johnsen





City Council Action Request

7.P.

Meeting Date 5/7/2025

Department Community Development

Agenda Category Action Item

Title Boundary Adjustment and Drainage and Utility Easement – 7560 Harkness Avenue & 7675 Hardwood Avenue

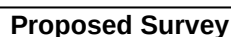
Staff Recommendation Adopt Resolution 2025-067 approving the Boundary Adjustment and Permanent Drainage and Utility Easement at 7675 Hardwood Avenue South.

Budget Implication N/A

Attachments

1.	Boundary Line Adjustment CC Memo
2.	Boundary Line Adjustment Resolution

The View apartment project was approved in 2021 on property located at 7675 Hardwood Avenue. As part of the review and approval process, the developer/property owner at the time worked with the adjacent landowner to the north (Hislop) to adjust the northern property line of The View property to allow the Hislop's property to encompass additional property the Hislop's had been maintaining. The property owner at the time and the Hislop's were working through transfer of ownership in 2023. However, ownership of The View property changed, and the deed adjusting the boundary line was not recorded at that time.

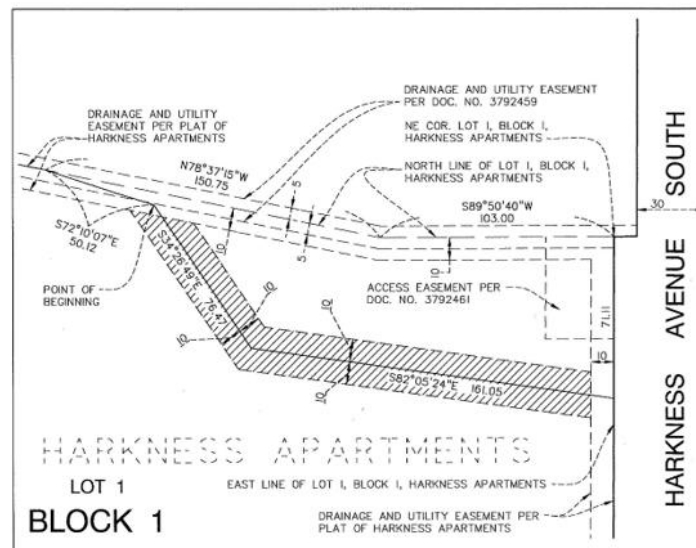


The Hislop's have since worked with the new property owner (VG Hardwood Holdings, LLC) to update their agreement for the boundary adjustment. Given the City approvals were for property owned by Pillai Builders, LLC, an updated resolution indicating the appropriate property owner is required prior to recording.

A Partial Release of the property to be deeded to the Hislop's from the Development Agreement and additional easement was approved in 2023 and will be recorded with the deed to ensure the area is not encumbered as it is combined with the Hislop's existing parcel.

Drainage and Utility Easement

Along with the proposed adjusted property line, a standard drainage and utility easement is required to provide 10 feet on either side of the newly created property line. This easement will be recorded prior to the recording of deeds creating the lot split; therefore, at such time the lot line is adjusted, the drainage and utility easement will be existing on either side of the property line.



Recommendation

It is recommended that the City Council adopt Resolution 2025-067 approving the Boundary Adjustment and Permanent Drainage and Utility Easement at 7675 Hardwood Avenue South.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-067

**A RESOLUTION APPROVING A BOUNDARY ADJUSTMENT BETWEEN
TWO PARCELS LOCATED AT 7560 HARKNESS AVENUE SOUTH AND
7675 HARDWOOD AVENUE SOUTH**

WHEREAS, the property owners of the property located at 7560 Harkness Avenue South and 7675 Hardwood Avenue South desire to adjust the common lot line between their properties; and

WHEREAS, the property owner of 7560 Harkness Avenue South has arranged for the boundary adjustment outlined on the survey dated 10/20/2023 by Alliant Engineering; and

WHEREAS, the properties are part of real property in Washington County, Minnesota, legally described as follows:

7560 Harkness Avenue South:

That part of the following described property: the East 726.00 feet of the North Half of the Northwest Quarter of the Southwest Quarter of Section 8, Township 27, Range 21, Washington County, Minnesota, EXCEPT the East 30.00 feet thereof; and ALSO EXCEPT the North 300.00 feet thereof; and ALSO EXCEPT that part which lies westerly of a line parallel with and 60 feet to the left of the following described line: Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 8; thence on an assumed bearing of South 00 degrees 17 minutes 47 seconds West along the east line of the West Half of the Northwest Quarter of said Section 8 a distance of 1115.00 feet to the point of beginning of the line to be described; thence southwesterly 429.00 feet along a tangential curve concave to the northwest having a central angle of 42 degrees 48 minutes 43 seconds and a radius of 574.14 feet; thence southwesterly 255.67 feet along a reverse curve having a central angle of 25 degrees 30 minutes 52 seconds and a radius of 574.14 feet; thence South 17 degrees 35 minutes 38 seconds West tangent to said reverse curve a distance of 837.71 feet; thence southwesterly 102.53 feet along a tangential curve concave to the southeast having a central angle of 08 degrees 57 minutes 09 seconds and a radius of 656.16 feet; thence South 08 degrees 38 minutes 28 seconds West tangent to last described curve a distance of 654.38 feet; thence southerly 209.19 feet along a tangential curve concave to the east having a central angle of 20 degrees 52 minutes 33 seconds and a radius of 574.14 feet and said line there terminating, which lies northerly of the following described line:

Beginning at a point on the west line of said East 30.00 feet distant 160.00 feet south of the north line of the above described property; thence South 89 degrees 50 minutes 40 seconds West parallel with said north line, 113.00 feet; thence North 78 degrees 37 minutes 15 seconds West 415.00 feet more or less to the west line of the above described property and there terminating. TOGETHER WITH easement per Document No. 3792461.

Commonly known as 7560 Harkness Avenue South, Cottage Grove, Washington County, State of Minnesota.

7675 Hardwood Avenue South (The View):

Lot 1, Block 1, HARKNESS APARTMENTS, according to the recorded plat thereof, Washington County, Minnesota.

Commonly known as 7675 Hardwood Avenue South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, the City Council approved the boundary adjustment at the meeting on November 1, 2023, (Resolution 2023-018). However, ownership of 7675 Hardwood Avenue changed, and the deed adjusting the boundary line was not recorded at that time. The owners of 7560 Harkness Avenue South have been working with the new owners of 7675 Hardwood Avenue South to update their agreement for the boundary adjustment.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the boundary adjustment between 7560 Harkness Avenue South and 7675 Hardwood Avenue South, legally described above, subject to the following conditions:

1. City staff is authorized to execute or take any other actions necessary to implement the boundary line adjustment.
2. Once recorded, both parcels will reflect the new lot boundaries. The area of land being added to 7560 Harkness Avenue South is not a separate outlot.
3. The property owners of 7560 Harkness Avenue South shall plant additional trees on their property as outlined on The View landscape plan dated 10/16/2023 or as advised by a licensed arborist. The Hislops will work with City staff to define the specifics of a tree replacement/re-planting plan that provides screening and survivability.
4. Upon City Council approval, the planting plan between City and the property owner of 7560 Harkness Avenue becomes effective upon the successful boundary line adjustment by closing and recording at Washington County.
5. Trees shall be planted by the property owner of 7560 Harkness Avenue South within 12 months of recording of deeds for the boundary adjustment.

Passed this 7th day of May, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.Q.

Meeting Date 5/7/2025

Department Public Works

Agenda Category Action Item

Title Utility & Engineering Building Change Order #6

Staff Recommendation Approve Change Order #6 in the amount of \$40,419.50 for the Utilities and Engineering Division Building project, resulting in a remaining construction contingency in the amount of \$458,048.44, and a remaining Owner's contingency in the amount of \$86,800.11.

Budget Implication \$40,419.50 in dedicated project contingency funds, funded through Water and Sewer Utility Funds.

Attachments	1.	1_Utilities and Engineering Division Building Change Order #6_2025-5-1
	2.	2_CGUE_Kraus-Anderson Change Order #6



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

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

Date: May 1, 2025

Re: Utilities and Engineering Division Building – Change Order #6

Background/ Discussion

City staff have been working with Kraus Anderson on proposed changes to the Utility & Engineering building, which are incorporated into Change Order #6. Three parts of this change order entail minor costs and include repairs to damaged CMU block after the building was occupied (\$278.00), miscellaneous changes to hardware (\$1,185.00), and adding vinyl base to the bathroom in the garage (\$209.00). The total cost of these items is \$1,672.00.

The fourth part consists of electrical changes, including additional lighting in the vehicle bay, welding area and wash bay, and two electric receptacles in the fabrication/maintenance area. These important additions were identified once the building was occupied and staff began utilizing the space. The lighting additions comprise most of the costs of the electrical modifications. Upon review of City staff, Kraus Anderson, and Wold Architects, it was determined that the lighting levels should be raised in the areas listed above to meet the needs of staff operations. It is important to note that the building was not designed incorrectly. Rather, the final layout of ceiling mechanical equipment required certain lights to be moved or caused lighting levels to be reduced from the original design. This is being addressed by additional ceiling lighting. Also, now that the fabrication and vehicle wash bay areas are being utilized, additional wall lighting is recommended to better work in those spaces. The total cost of these electrical changes is \$38,747.50. Overall, the project is running well below the original budget, and with the addition of Change Order #6, there is \$86,800.11 in remaining owner contingency and \$458,048.44 in remaining construction contingency.

Recommendation

It is recommended that the City Council approve Change Order #6 in the amount of \$40,419.50 for the Utilities and Engineering Division Building project, resulting in a remaining construction contingency in the amount of \$458,048.44, and a remaining Owner's contingency in the amount of \$86,800.11



April 30, 2025

Ryan Burfeind, PE
Public Works Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Change Order Requests for March 2025
City of Cottage Grove Utility & Engineering Building
10795 Ideal Avenue South
Cottage Grove, Minnesota

Dear Mr. Burfeind,

We respectfully submit the following change order requests (COR) for approval at the Cottage Grove City Council meeting on May 7, 2025:

- **COR #34 – \$278.00**
 - PCO 113 – Repairs to damaged CMU.
- **COR #35 – \$1,185.00**
 - PCO 112 – Miscellaneous changes to hardware.
- **COR #36 – \$209.00**
 - PCO 114 – Adding vinyl base to garage bathroom at City request.
- **COR #37 – \$38,747.50**
 - PCO 103, PR#20 – Electrical changes per PR #20.

In addition to the COR's listed above, the following changes will be at no cost (net \$0 change) to the owner:

- **PCO 115** – \$627.00 cost from WS 06A (Ebert). Cost backcharged to WS 08A contract (Bredemus).
 - Permanent doors not delivered in time for install. Temporary doors were installed in place. This cost associated is for removal of temporary doors and installation of permanent doors after delivery.
- **PCO 117** - \$630.00 cost from WS 09K (Steinbrecher). Cost backcharged to WS 06A contract (Ebert).
 - Wood blocking not originally installed for attaching wall mounted benches. This cost is for patching walls after blocking was added according to drawings.
- **PCO 118** - \$232.50 cost from WS 09K (Steinbrecher). Cost backcharged to WS 08A contract (Bredemus).
 - Power transfers not installed correctly between door frame and slab. Bredemus took care of completing bond repair. This cost is for paint touchups following repair.

The following unused allowance(s) are being returned as credits to the City:

- **Ebert 32B Concrete Paving - \$1,976.00**
- **Fobbe 26A Electrical - \$682.50**

The COR's noted above combine to a net added cost to the project of **\$40,419.50**.

The remaining construction contingency (orig. \$470,000) less pending COR #34 and COR #35 is **\$458,048.44**.

The remaining owner's contingency (orig. \$214,000) less pending COR #36 and COR #37 is **\$86,800.11**.

To have questions answered or schedule a time to meet and discuss the attached COR's further, please contact Ben Albrecht at 763.401.2465 (ben.albrecht@krausanderson.com).

Sincerely,

Kraus-Anderson Construction



Ben Albrecht
Assistant Project Manager
Kraus-Anderson Construction

cc: Lee Mann, Stantec
Dan Kjellberg, Kraus-Anderson Construction
Rachel Struckman, Kraus-Anderson Construction



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-
City of Cottage Grove New Utility & Engineering Building
10875 Ideal Ave S
Cottage Grove, MN 55016

COR # 34.00

Date: 2/24/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Description: Corner of CMU block chipped and broken off at entrance of storage below mezzanine. Cost by masons to repair corner.

PCO # 113 - Repairs on Damaged CMU

Item #	Description	Vendor	Amount
1	Repairs on Damaged CMU.	Axel H. Ohman, Inc.	\$278.00
Total For Change Order			\$278.00

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____

BUILDING TWIN CITIES LANDMARKS AXEL H. OHMAN MASONRY & CONCRETE		Jordan Boeser Estimator / Project Manager	Cell 612-490-3724 Office 612-861-6025 Email Jordan@axelohman.com	Address 247 West 61st Street Minneapolis, MN 55419
Project	General Contractor	Attention	Date	
Cottage Grove Utility and Engineering	KA	Ben	1.30.25	

Scope of Work Description:

Below are the costs for the attached work orders (fix damage from other trades)

Labor				Materials (with tax) / Equipment				Sub-Contractors		
Hours	Trade	Hourly Rate	Total	Quantity	Material	Rate	Total	Company	Task	Total
2	Laborer	\$102.09	\$ -	1	Bag mortar	\$15.00	\$ 15.00			\$ -
	Laborer Foreman	\$109.09	\$ -				\$ -			\$ -
	Bricklayer	\$111.17	\$ -				\$ -			\$ -
	Bricklayer Foreman	\$118.17	\$ 236.34				\$ -			\$ -
	Finisher	\$108.01	\$ -				\$ -			\$ -
	Finisher Foreman	\$115.01	\$ -				\$ -			\$ -
	Carpenter	\$109.89	\$ -				\$ -			\$ -
	Carpenter Foreman	\$116.89	\$ -				\$ -			\$ -
	49er/Operator	\$108.40	\$ -				\$ -			\$ -
	Truck Driver / Trucking	\$316.00	\$ -				\$ -			\$ -
	Supervisor	\$164.00	\$ -				\$ -			\$ -
	Time and a Half Premium	\$42.00	\$ -				\$ -			\$ -
	Double Time	\$83.00	\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
Subtotals			\$ 236.34				\$ 16.48			\$ -
Total before overhead and profit										\$ 252.82
Sub-Contracted Work										5% \$ -
Overhead & Profit										10% \$ 25.28
Total Cost										\$ 278

Field Order EXTRA FORM

Jan 15, 2025, ID #104

REPORT DETAILS

Description

Submitted by John Risch

Status Submitted

Last update Jan 15, 2025 10:16 AM

Last updated by John Risch

BUILDING TWIN CITIES LANDMARKS

Since

AXEL H. OHMAN

1927

MASONRY & CONCRETE

247 W. 61st Street Minneapolis MN 55419

PH: 612-861-6025

JOB NAME

Cottage Grove utilities

CUSTOMER

DATE

01/15/2025

FIELD ORDER EXTRA FORM



DAY	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTAL HOURS	EQUIPMENT	
DATE				01/15/25						
LABOR HOURS									EQUIPMENT	HOURS
Laborer								0.00	Large Forklift	
Operator / 49er								0.00	Small Forklift	
Bricklayer								0.00	Bobcat	
Bricklayer Foreman				2.00				2.00	Hydrohammer	
Carpenter								0.00	Hydro auger	
Carpenter Foreman								0.00	Generator	
Finisher								0.00	Crane	
Finisher Foreman								0.00	Compressor	
Overtime Hours								0.00	Pump	

TRUCKING HOURS

DESCRIPTION OF WORK PERFORMED

Patching holes/ chips from other trades

*see page two for materials and signature

page 1 of 2

MATERIALS USED

ITEM	QUANTITY	ITEM	QUANTITY	ITEM	QUANTITY	ITEM	QUANTITY
Scaffold frames EA		4" Block EA		CY footings EA		Fuel GAL	
Scaffold plank EA		6" Block EA		CY poured walls / piers EA		Sticks of rebar EA	
Scaffold x-braces EA		8" Block EA		CY slabs EA		Sheets of insulation EA	
Scaffold pads/jacks EA		12" Block EA		CY toppings / PT EA		Dumpster EA	
Scaffold outriggers EA		16" Block EA		CY site work EA		Epoxy tubes EA	
Scaffold end rails EA		Other size grey block EA		CY grout		Boxes nails / screws	
Scaffold stairs EA		Decorative block EA		NS grout bags EA		Blankets EA	
Scaffold pigtails EA		Brick EA		Expansion LF		Blades EA	
Scaffold hoops / poles EA		Stone SF		Dowels EA		Sprayer EA	
Scaffold clips / lath EA		Precast LF		Wire mesh SF		#15 paper rolls EA	
Deadhead / cable ties EA		Dur-o-wall / Dur-eye LF		Vapor barrier SF		*ITEMS NOT ON LIST	
Forklift basket EA		80lb bags mortar EA	1	Void form SF		FOREMAN ADD BELOW*	
Rolls #9 wire EA		CY bags mortar EA		ADA plates EA			
Tie wire rolls EA		80lb bags grout EA		Form oil GAL			
Rolls poly EA		CY bags corefill EA		Sealer / bonding GAL			
Large propane tanks EA		Flashing rolls EA		Symons pans EA			
Small propane tanks EA		Drip edge LF		Plywood sheets EA			
Torches EA		Termination bar LF		Lumber / steel stakes EA			
Pot heater EA		Mortar net LF		1x4 / 2x4 / 1x6 / 2x6 LF			
Large heater EA		Weeps / vents EA		1x8 / 2x8 / 1x10 / 2x10 LF			
Paddle / drum mixer EA		Ties with screws EA		1x12 / 2x12 LF			

AXEL OHMAN EMPLOYEE NAME

John risch

CUSTOMER / SUPERINTENDANT NAME

CUSTOMER / SUPERINTENDANT SIGNATURE (sign, use pen at bottom right)

*see page one for labor, trucking, and equipment

page 2 of 2

Axel H Ohman Inc.

247 W 61st Street Minneapolis MN 554109

Office 612-861-6025



Cottage Grove Utility and Engineering AHO ...

10875 Ideal Avenue South, Cottage Grove, Minnesota



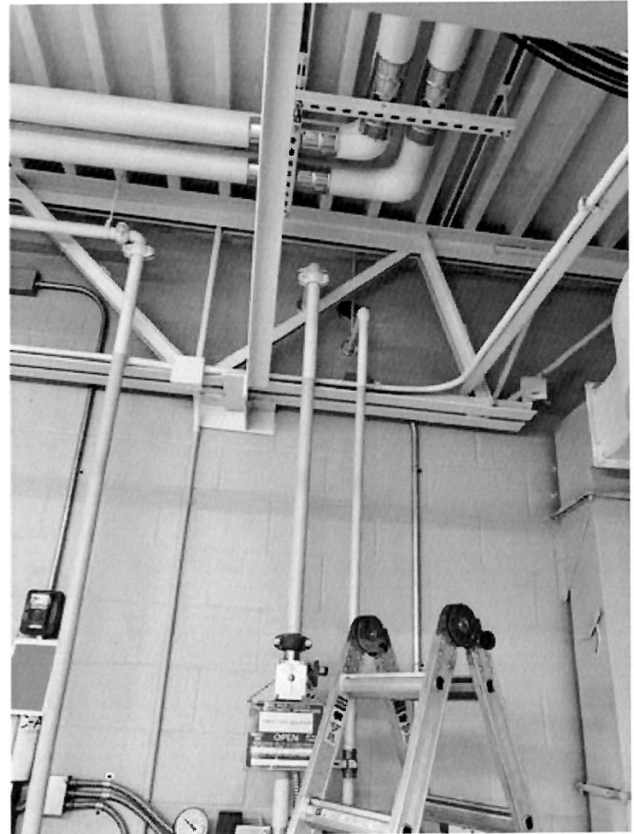
PHOTOS (4)



IMG_4021

John Risch

Jan 15, 2025 10:05 AM



IMG_4020

John Risch

Jan 15, 2025 10:05 AM



IMG_4019
John Risch
Jan 15, 2025 10:05 AM



IMG_4018
John Risch
Jan 15, 2025 10:05 AM



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-
City of Cottage Grove New Utility & Engineering Building
10875 Ideal Ave S
Cottage Grove, MN 55016

COR # 35.00

Date: 3/4/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Description: Miscellaneous hardware adjustments for door closers, thresholds, pull handles and handicap buttons.

PCO # 112 - Bredemus: Misc. Hardware Changes

Item #	Description	Vendor	Amount
1	Misc. hardware changes.	Bredemus Hardware Company, Inc.	\$1,185.00
Total For Change Order			\$1,185.00

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____



BREDEMUS HARDWARE CO., INC.

1285 SYLVAN STREET, ST PAUL, MN 55117 - (651) 489 6250 - FAX (651) 489 5502
E-Mail Address: dayton@bredemus.com

24-10 Cottage Grove Utility & Engineering Building - Misc. Hardware Changes

DATE: 1/21/2025

TO: Kraus Anderson

From: Dayton Bredemus

ATTN: Ben Albrecht

PHONE: 612-255-2513

RE: 24-10 Cottage Grove Utility & Engineering - Misc. Hardware Changes

NUMBER OF PAGES INCLUDING COVER SHEETS: 1

COMMENTS:

ADD 1 EA: Door Closer (4040XP EDA 689) **\$486.80**
(SUPPLIED FOR DOOR A276 TO NOT INTERFERE WITH SHELVING)

ADD 1 EA: Door Closer (4040XP CUSH 689) **\$512.40**
(SUPPLIED FOR DOOR A132 TO AVOID HITTING DUCTWORK)

ADD 2 EA: Jamb Actuator (10PBIL) **\$71.91 EACH - 143.82 TOTAL**
(REQUESTED BY KA FOR DOORS A100 & A101)

ADD 2 EA: Jamb Mounting Box (10BOXJAMBSM) **\$17.76 EACH - \$35.53 TOTAL**
(REQUESTED BY KA FOR DOORS A100 & A101)

ADD 2 EA: 4.5" Round Mounting Box (10BOX45RND5M) **\$40.28 EACH - \$80.56 TOTAL**
(REQUESTED BY KA FOR DOORS A100 & A101)

ADD 1 EA: 4.5" Round Weather Ring (10WRRND45) **\$12.17**
(REQUESTED BY KA FOR EXTERIOR ACTUATOR @ DOOR A100)

ADD 3 EA: Threshold (S245A 36") **\$61.70 EACH - 180.11 TOTAL**
(1/2" TILE BACK THRESHOLDS REQUESTED BY KA)

ADD 1 EA: Threshold (S406A 36") **\$43.52**
(1/4" TILE BACK THRESHOLD REQUESTED BY KA)

ADD 2 EA: Offset Pull (39C US10B) **\$152.22 EACH - \$304.45 TOTAL**
(SUPPLIED IN LIEU OF STRAIGHT PULL 26C US10B @ DOORS A100 & A101)

ADD 1 EA: Labor to Repair Dented Door **\$150.00**
(DOOR DAMAGED DURING CONSTRUCTION - REPAIR REQUESTED BY KA)

DEDUCT 1 EA: Door Closer (4040XP REG 689) **\$415.00**
(RETURNED FROM OPENING A117 FOR DIFFERENT CLOSER TYPE)

DEDUCT 1 EA: Threshold (S205A 36") **\$32.00**
(RETURNED FOR ONE S245A 36" THRESHOLD)

DEDUCT 2 EA: Straight Pull (26C US10B) **\$93.00 EACH - \$186.00 TOTAL**
(RETURNED FOR OFFSET PULLS 39C US10B @ A100 & A101)

DEDUCT 2 EA: 4.5" Round Actuator (8310-856) **\$65.68 EACH - \$131.36 TOTAL**
(RETURNED FOR JAMB ACTUATORS @ A100 & A101)

The above combined for the sum of \$1,185.00
Includes Tax - Material Only



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-02
City of Cottage Grove New Utility & Engineering Building
1087 Ideal Avenue S
Cottage Grove, MN 55016

COR # 36.00

Date: 4/2/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Description: Added vinyl base at vehicle storage bathroom per owner direction.

PCO # 114 - Vinyl Base at Vehicle Storage Bathroom

Item #	Description	Vendor	Amount
1	Vinyl Base at Vehicle Storage Bathroom	Ebert Construction	\$209.00
Total For Change Order			\$209.00

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Kent Henry
Kraus Anderson Const Co
501 South Eighth Street
Minneapolis, MN 55404
Ph: 612-332-7281

Number: 12
Date: 2/28/25
Job: 66055 City of Cottage G-Util-6A Carp
Phone:

Description: Cottage Grove Utility- Work Order 3

Proposed are the following changes:

See cost below for Work Order3. Work completed onsite per Kraus Anderson's direction.

The total amount to provide this work is \$209.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 12 Price Breakdown Continuation Sheet

Description: Cottage Grove Utility- Work Order 3

Description	Labor	Material	Equipment	Subcontract	Other	Price
Rough Carpentry	\$190.00					\$190.00
Subtotal:						\$190.00
		OH&P Work Self Performed		\$190.00	10.00%	\$19.00
		OH&P				\$0.00
Total:						\$209.00



EBERT CONSTRUCTION

Work Order #3 DATE: 2/10/2025

TO: Jake Stolquist
Ebert Construction
23350 County Road 10
Corcoran, MN 55357

PROJECT: 66055 Cottage Grove Utility
RE: WO #3
DATE: 2/10/2025
TIME EXTENSION REQUESTED:

DESCRIPTON:

Additional Work Per KA Request

MATERIAL/LABOR BREAK-DOWN						AMOUNT
Work Order #3 1/20/2025 Carpenter	Vehicle storage bathroom- install vinyl base	2	Hrs	@	\$95.00 Hr	= \$190.00

APPROVAL

SIGN:

DATE:

TOTAL ADDITIONAL COST: \$190.00

DISTRIBUTION

EBERT CONSTRUCTION

Prepared By: Jake Stolquist



FIELD WORK ORDER

3

NATURE OF WORK PERFORMED: Install Vinyl Base

AUTHORIZED BY (Signature of "BILL TO")



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-02
City of Cottage Grove New Utility & Engineering Building
1087 Ideal Avenue S
Cottage Grove, MN 55016

COR # 37.00

Date: 4/30/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 103 - *Wold PR #20: Additional garage lighting and electrical changes.*

Item #	Description	Vendor	Amount
1	Electrical changes per Wold PR #20.	Fobbe Electric, Inc.	\$38,747.50
Total For Change Order			\$38,747.50

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____

City of Cottage Grove New Utility & Engineering Building

Fobbe Electric Inc

Date : 4/30/25

111 Meadowlark Drive

Delano, MN 55328

Project Manager: Ryan Fobbe

612-618-7220

PCO #:

PR/SI # 20 R3

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 20,385.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 14,840.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 35,225.00	
10% Overhead and Profit	\$ 3,522.50	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 38,747.50	
Subcontractors		Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 38,747.50	

Signature: _____

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
Project Coordination		4		\$ 135.00	\$ 540.00
20.2 adding switches and downlights		6		\$ 135.00	\$ 810.00
20.3 Added wash Bay Lighting & Vehicle Garage Lighting		44		\$ 135.00	\$ 5,940.00
20.4 Added Lighting in bay (Area "A" 12 fixtures)		51		\$ 135.00	\$ 6,885.00
20.5 Added lighting in bay (Area "B" 9 fixtures)		38		\$ 135.00	\$ 5,130.00
20.7 Added Welder plugs to existing panel		8		\$ 135.00	\$ 1,080.00
Sub-Total				\$	20,385.00
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
20.2 Material/ Light Fixtures/Power Pack/Conduit		1		\$ 715.00	\$ 715.00
20.3 Material for added wash bay lighting/switch		1		\$ 3,700.00	\$ 3,700.00
& material for added lights in vehicle garage (8 total)					
20.4 Added Lighting in bay (12 fixtures, wire, EMT, lifts)		1		\$ 5,750.00	\$ 5,750.00
(4 fixtures in attic stock currently)					
20.5 Added Lighting in Bay (Area "B" 9 fixtures, EMT, lifts e		1		\$ 3,825.00	\$ 3,825.00
20.7 Conduit, welder plugs, 3 phase bolt on breakers		1		\$ 850.00	\$ 850.00
Sub-Total				\$	14,840.00
Sub-Contractor Proposals		Description of Work			Total Cost
					\$ -
					\$ -
					\$ -
Sub-Total		(Attach Sub-Contractor Proposals)			\$ -



KRAUS-ANDERSON®
Construction Company

**501 South Eighth Street
Minneapolis, MN 55404**

Request For Proposal

Project:	2310312- City of Cottage Grove New Utility & Engineering Building 10875 Ideal Ave S Cottage Grove, MN 55016	PCO #:	103
		Date:	04/24/2025

To: Dan Schauer, Kraus-Anderson Construction Company
Ryan Burfeind, City Of Cottage Grove
Lee Mann, Stantec
Kayla Simpson, Wold Architects & Engineers
Jake Wollensak, Wold Architects & Engineers
Jesse Widmer, SCR Central Division
Ryan Fobbe, Fobbe Electric, Inc.

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide a cost estimate per the attached Wold Architects and Engineers PR #20 dated April 24, 2025 regarding additional garage lighting and electrical changes.

Attachments: Wold PR #20 dated 4/24/25

☐ We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: _____ Date: _____

Company Name: _____



PROPOSAL REQUEST

City of Cottage Grove	Utility & Engineering Building
Kraus-Anderson	Attn: Dan Kjellberg/Rachel Struckman
501 South Eighth Street	
Minneapolis, MN 55404	
612.332.7281	
dan.kjellberg@krausanderson.com / rachel.struckman@krausanderson.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change. COST EXPECTATIONS: ☐ DEDUCT ☐ NO COST ☐ ADD	PR: 20
	Comm: 232010
	Const. Pkg: [Status]

Distribution:

☒ Ryan Burfeind, CG
☐ Adam Moshier, CG
☐ Dustin Phillips, KA
☒ Ben Albrecht, KA
☒ Jake Wollensak, Wold
☒ Kayla Simpson, Wold
☒ Pat Jansen, Wold
☒ Ryan Rossborough, Wold
☒ Sean McNamara, Wold
☐ Doug Galloway, Wold
☒ Derek Peterson, Wold
☐ Kal Jackman, BKBM
☐ James Dorr, BKBM
☐ Kyle Kucharski, BKBM
☒ Lee Mann, Stantec
☐ Dave Sanocki, Stantec
☐ Eric Vidden, Stantec

Item	Description
20	Garage Lighting and Snowmelt Pump
20.1	See revised sheet M2.01a – Moved snowmelt pump above entry vestibule.
20.2	See revised sheet E1.11a – Added switch and downlights
20.3	See revised sheet E1.11b – Added wash bay lighting
20.4	See revised sheet E1.21a – Added lighting in bay
20.5	See revised sheet E1.21b – Added lighting in bay
20.6	See revised sheet E2.11a – Alternate E1- new panel for welders - Disconnect and reconnect pump P-4 to above vestibule ceiling A100. See M2.01a for location.
20.7	See revised sheet E2.11b – Added receptacle for welders
20.8	See revised sheet E5.00 – Alternate E1 – new panel for welders, riser and panel schedule
20.9	See revised sheet E5.01 – Alternate E1 – new panel schedule
20.10	See revised sheet E6.10 – Updated light fixture schedule

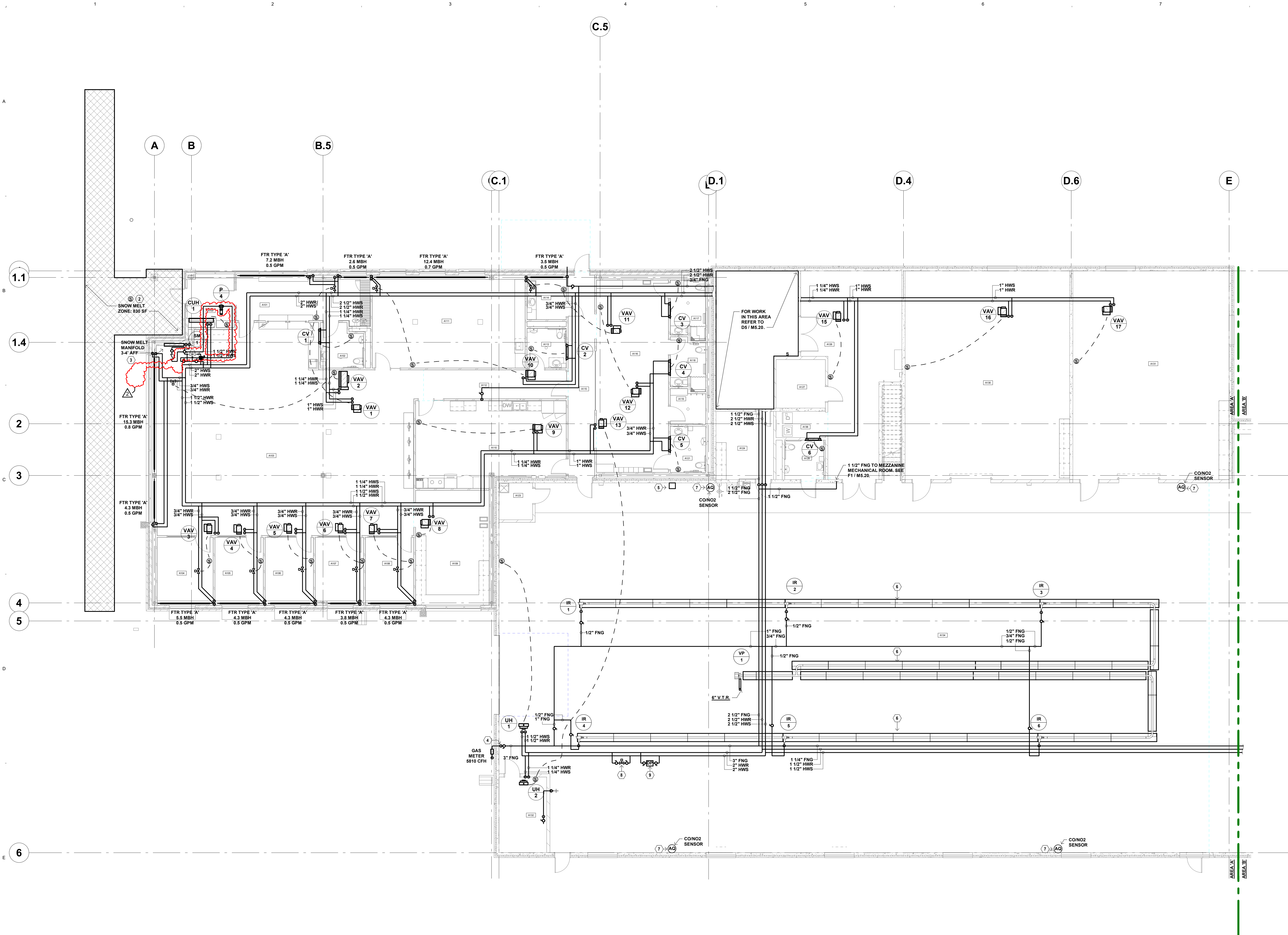
Attachments: M2.01a,E1.11a,E1.11b,E1.21a,E1.21b,E2.11a, E2.11b,E5.00, E5.01,E6.10

Issued By: Kayla Simpson Date: 4/24/2025

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**

MN



F1 HYDRONIC PLAN - MAIN LEVEL AREA 'A'
1/8" = 1'-0"

- HYDRONIC PLAN GENERAL NOTES:
1. ALL RISES AND DROPS IN PIPING ARE NOT NECESSARILY SHOWN. LAYOUT ROUTING AND COORDINATE WORK WITH OTHER TRADES BEFORE CONSTRUCTION.
 2. MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF CONSTRUCTION UNLESS OTHERWISE NOTED ON THIS PLAN. NO CUTTING OF STRUCTURAL MEMBERS OR STRUCTURE WHICH WILL DETERIORATE THE INTEGRITY AND STRENGTH OF THE BUILDING WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER.
 3. LOCATE ALL VALVES, METERS, GAUGES, AND PIPING SPECIAL TIES ABOVE ACCESSIBLE CEILING.
 4. COORDINATE TEMPERATURE SENSOR LOCATIONS WITH OTHER TRADES, BUILDING ELEMENTS, MARKER BOARDS, AND ELECTRICAL SWITCHES. ADJUST THE EXACT LOCATIONS AS REQUIRED TO AVOID CONFLICTS.
 5. BRANCH PIPING TO EQUIPMENT TO BE 3/4" UNLESS OTHERWISE NOTED.
 6. ROUTE PIPES BETWEEN JOIST WEBS WHERE REQUIRED TO COORDINATE WITH THE INSTALLATION OF OTHER TRADES AND TO MAINTAIN CEILING HEIGHTS. COORDINATE LOCATIONS PRIOR TO CROSS BRACING TO ENSURE THERE ARE NO CONFLICTS.
 7. THE MECHANICAL CONTRACTOR SHALL REMOVE ALL EXISTING CEILING TILES AND GRIDS BEYOND EXTENT SHOWN ON ARCHITECTURAL PLANS AS REQUIRED FOR INSTALLATION OF NEW WORK. ANY DAMAGED TILES AND GRIDS SHALL BE REPLACED WITH NEW TO MATCH AT THE CONTRACTOR'S EXPENSE.
 8. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED REINFORCEMENT OF NEW AND EXISTING STRUCTURAL MEMBERS FOR MECHANICAL SYSTEMS. REFER TO "MECHANICAL SUPPORT REINFORCEMENT DETAIL" FOR ADDITIONAL REQUIREMENTS.

- HYDRONIC PLAN KEYED NOTES:
1. BALANCE TO INDICATED GPM.
 2. PROVIDE SENSOR IN SNOW MELT. REFER TO DETAIL C4 / M7.300. COORDINATE EXTENT OF SNOWMELT WITH THE CIVIL DRAWINGS. PROVIDE SNOWMELT SYSTEM UNDER ALTERNATE #1 ONLY.
 3. PROVIDE SNOW MELT MANIFOLD. REFER TO DETAIL D6 / M7.300. ALL TUBING SHALL BE ROUTED DIRECTLY UNDERGROUND FROM THE MANIFOLD TO THE SIDEWALK PER THE DETAIL. PROVIDE UNDER ALTERNATE #1 ONLY.
 4. PROVIDE GAS MAIN SHUTOFF VALVE 5' AFF. ON VERTICAL GAS PIPE.
 5. PROVIDE IR HEATING CONTROL PANEL.
 6. INSTALL INFRARED HEATING AT APPROXIMATELY 16' AFF. COORDINATE INSTALLATION WITH ALL OTHER TRADES.
 7. PROVIDE AIR QUALITY SENSOR AT LOCATIONS INDICATED.
 8. PROVIDE HEATING WATER SYSTEM BYPASS VALVE.
 9. PROVIDE DIFFERENTIAL PRESSURE SENSOR.

NEW UTILITY AND ENGINEERING BUILDING

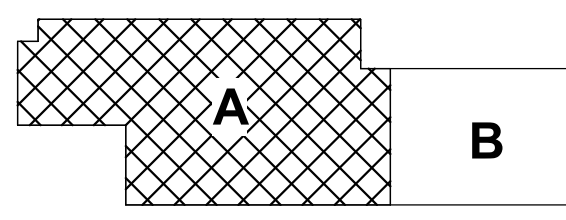
10875 IDEAL AVENUE S.
COTTAGE GROVE, MN 55016

CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldac.com | 651.227.7773

KRAUS-ANDERSON
501 South Eighth Street
Minneapolis, MN 55404
krausanderson.com | 612.332.7281



KEY PLAN

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

License Number: 23989 Date: 10/26/23

Description	Revisions	Date	Num
ADDENDUM #1		11/14/2023	1
PR #20		03/04/2025	2

Comm: 232010
Date: 10/26/2023
Drawn: RR
Check: PJ
North

HYDRONIC PLAN - MAIN LEVEL AREA 'A'

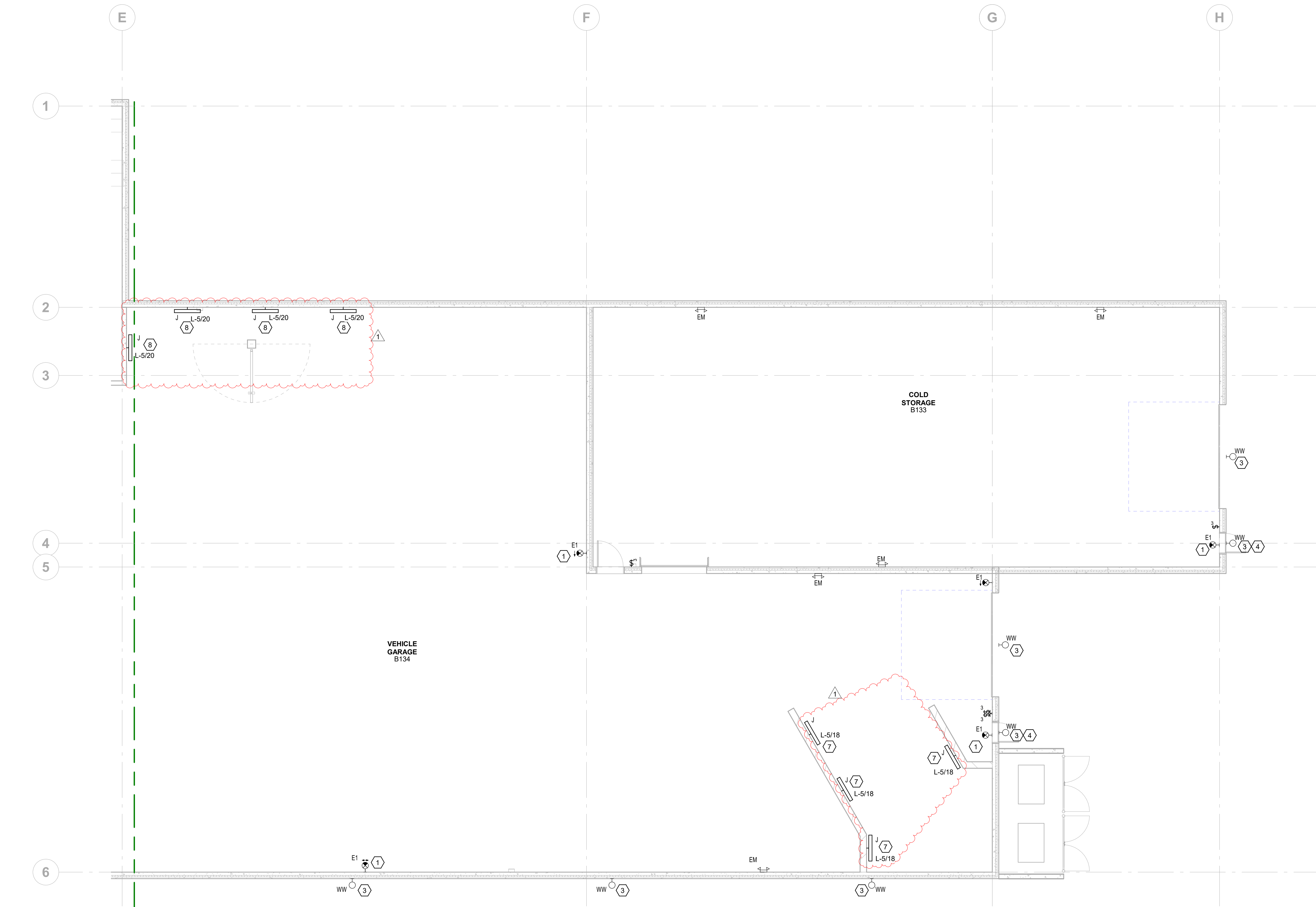
Scale: 1/8" = 1'-0"

M2.01a



E

MN



E2 ML LIGHTING PLAN AREA 'B'
1/8" = 1'-0"

GENERAL SHEET NOTES

A. SOME NOTES MAY NOT APPLY TO THIS SHEET.

B. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR WIRING ALL ELECTRICAL ITEMS SHOWN ON THIS DRAWING.

C. ALL RECESSED LIGHTING FIXTURES IN LAY-IN CEILINGS SHALL BE INSTALLED WITH 6' LONG FLEXIBLE METAL CONDUIT.

D. ALL MOUNTING HEIGHTS FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURES UNLESS INDICATED OTHERWISE.

E. SEE ARCHITECTURAL EXTERIOR ELEVATIONS FOR MOUNTING HEIGHTS OF EXTERIOR LIGHTING FIXTURES.

F. CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.

G. PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN.

H. CIRCUIT NUMBERS AT DEVICES CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE. BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.

I. SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.

J. ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.

LEGEND:

- NORMAL OPERATING LIGHT FIXTURE. FEED FIXTURE USING EXISTING LIGHTING CIRCUITRY FROM NORMAL PANEL.
- SWITCHED EMERGENCY LIGHT. FEED FIXTURE FROM EMERGENCY PANEL VIA EMERGENCY RELAY AS INDICATED ON PLAN.
- UNSWITCHED EMERGENCY LIGHT (NIGHT LIGHT). FEED FIXTURE FROM UNSWITCHED CIRCUIT IN EMERGENCY PANEL.
- EMERGENCY LIGHTING UNIT AND EXIT LIGHT. SUPPLIED WITH BATTERY.

NOTES:

- 1. MAXIMUM ALLOWABLE WATTAGE FOR A LIGHTING CIRCUIT WILL NOT EXCEED 3500 (277V) OR 1600 (120V) WATTS.
- 2. REFER TO DIVISION 23 SPECIFICATIONS FOR MORE INFORMATION ON BAS LIGHTING CONTROLS.

KEYED SHEET NOTES

- 1. EXIT SIGNS WITH EMERGENCY LIGHTING.
- 2. PROVIDE FLANGE KIT FOR LIGHT FIXTURE.
- 3. LIGHT FIXTURE TO BE CONTROLLED THROUGHT BUILDING PHOTOCELL.
- 4. PROVIDE 90 MINUTE BATTERY LOCATED IN BUILDING INTERIOR.
- 5. COORDINATE FINAL LIGHTING LOCATIONS WITH MECHANICAL.
- 6. COORDINATE LIGHT FIXTURE LOCATIONS DIV 23. FIXTURES TO BE MOUNTED BELOW DUCT WORK AND TIGHT AS POSSIBLE. ADJUST LOCATIONS AS REQUIRED.
- 7. INSTALL FIXTURE AT 12' AFF. PROVIDE WATER PROOF CONDUIT AND FITTING.
- 8. INSTALL FIXTURE AT 12' AFF.

NEW UTILITY & ENGINEERING BUILDING

10875 IDEAL AVENUE S.
COTTAGE GROVE, MN 55016

CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldae.com | 651 227 7773

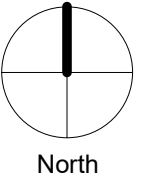
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER MINNESOTA

Bradley R. Johannsen
License Number: **BRADLEY R. JOHANNSEN** 43936 Date: **10/26/2023**

Description	Revisions	Date	Num
PR #20		4/24/2025	1

Description	Revisions	Date	Num
PR #20		4/24/2025	1

Comm: 232010
Date: 10/26/2023
Drawn: D PETERSON
Check: S MCNAMARA



MAIN LEVEL LIGHTING PLAN - AREA 'B'

Scale: 1/8" = 1'-0"

E1.11b

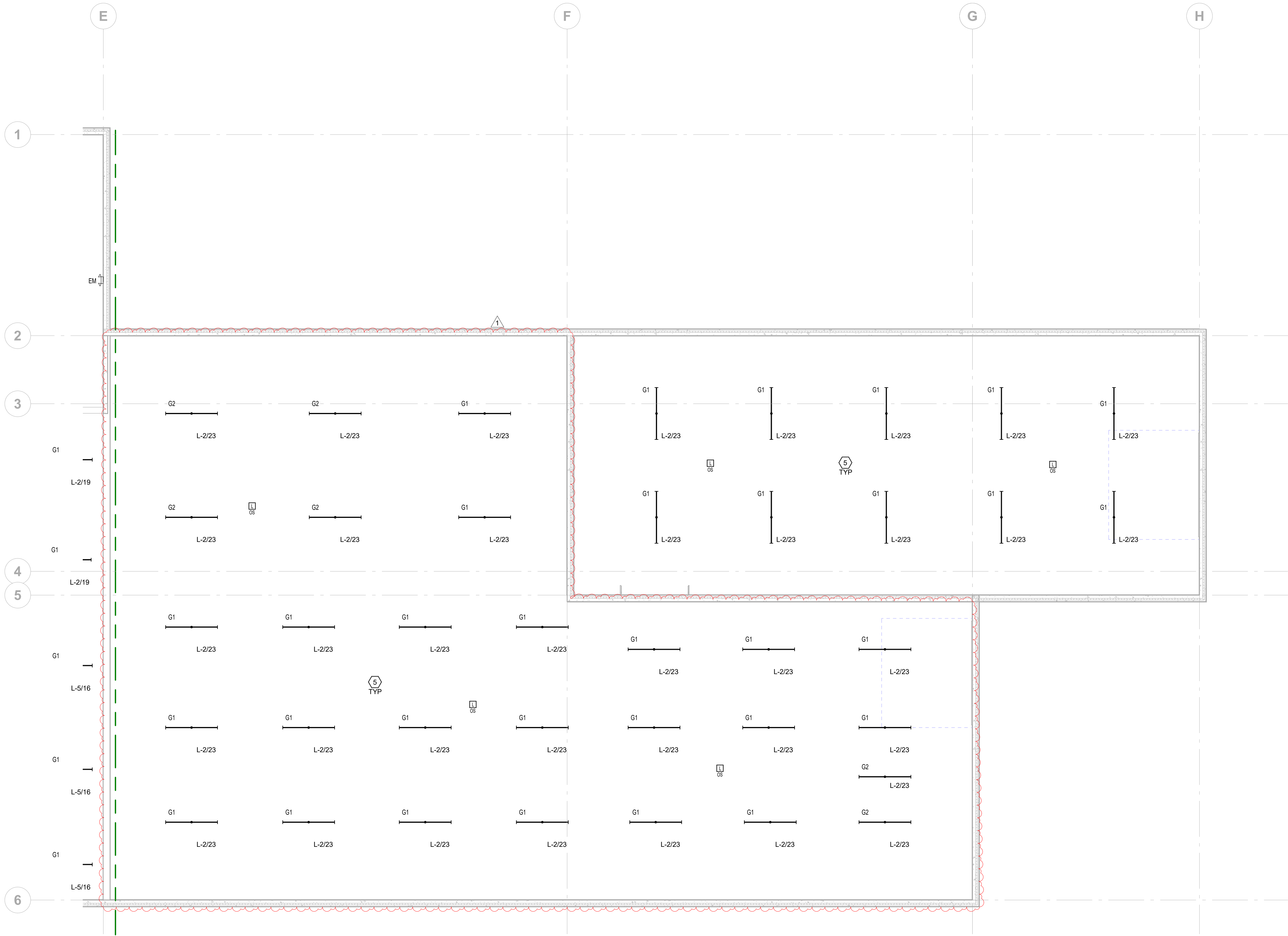
North

MN

E

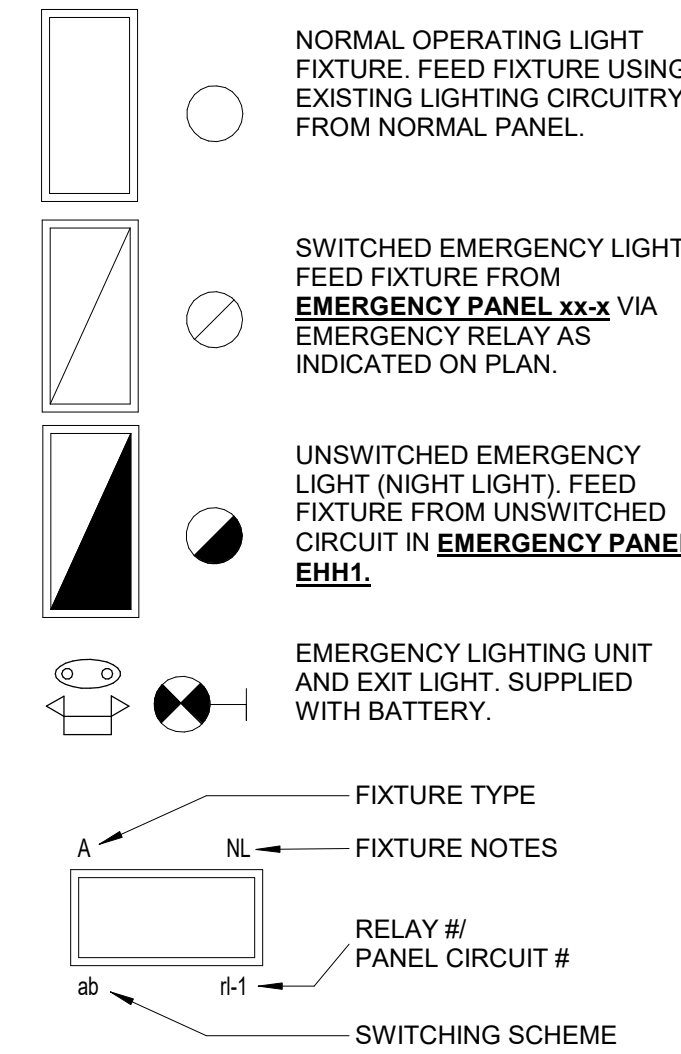
As noted, these drawings were prepared by Wold Architects and Engineers, Inc. under the direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
BRADLEY R. JOHANSEN
License Number: 43936 Date: 10/26/2023
4/26/2023 11:52:21 AM

E1 UL LIGHTING PLAN AREA 'B'
1/8" = 1'-0"



GENERAL SHEET NOTES

- SOME NOTES MAY NOT APPLY TO THIS SHEET.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR WIRING ALL ELECTRICAL ITEMS SHOWN ON THIS DRAWING.
- ALL RECESSED LIGHTING FIXTURES IN LAY-IN CEILINGS SHALL BE INSTALLED WITH 6' LONG FLEXIBLE METAL CONDUIT.
- ALL MOUNTING HEIGHTS FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURES UNLESS INDICATED OTHERWISE.
- SEE ARCHITECTURAL EXTERIOR ELEVATIONS FOR MOUNTING HEIGHTS OF EXTERIOR LIGHTING FIXTURES.
- CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
- PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN.
- CIRCUIT NUMBERS AT DEVICES CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE. BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.
- SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.
- ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.



- MAXIMUM ALLOWABLE WATTAGE FOR A LIGHTING CIRCUIT WILL NOT EXCEED 3500 (277V) OR 1600 (120V) WATTS.
- REFER TO DIVISION 23 SPECIFICATIONS FOR MORE INFORMATION ON BAS LIGHTING CONTROLS.

KEYED SHEET NOTES

- EXIT SIGNS WITH EMERGENCY LIGHTING.
- PROVIDE FLANGE KIT FOR LIGHT FIXTURE.
- LIGHT FIXTURE TO BE CONTROLLED THROUGHT BUILDING PHOTOCELL.
- PROVIDE 90 MINUTE BATTERY LOCATED IN BUILDING INTERIOR.
- COORDINATE FINAL LIGHTING LOCATIONS WITH MECHANICAL.
- COORDINATE LIGHT FIXTURE LOCATIONS DIV 23. FIXTURES TO BE MOUNTED BELOW DUCT WORK AND TIGHT AS POSSIBLE, ADJUST LOCATIONS AS REQUIRED.
- INSTALL FIXTURE AT 12' AFF. PROVIDE WATER PROOF CONDUIT AND FITTING.
- INSTALL FIXTURE AT 12' AFF.

NEW UTILITY & ENGINEERING BUILDING

10875 IDEAL AVENUE S.
COTTAGE GROVE, MN 55016

CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

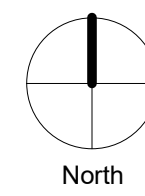
woldae.com | 651 227 7773

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.

BRADLEY R. JOHANSEN
License Number: 43936 Date: 10/26/2023

Description	Revisions	Date	Num
PR #20		4/24/2025	1

Comm: 232010
Date: 10/26/2023
Drawn: D PETERSON
Check: S MCNAMARA

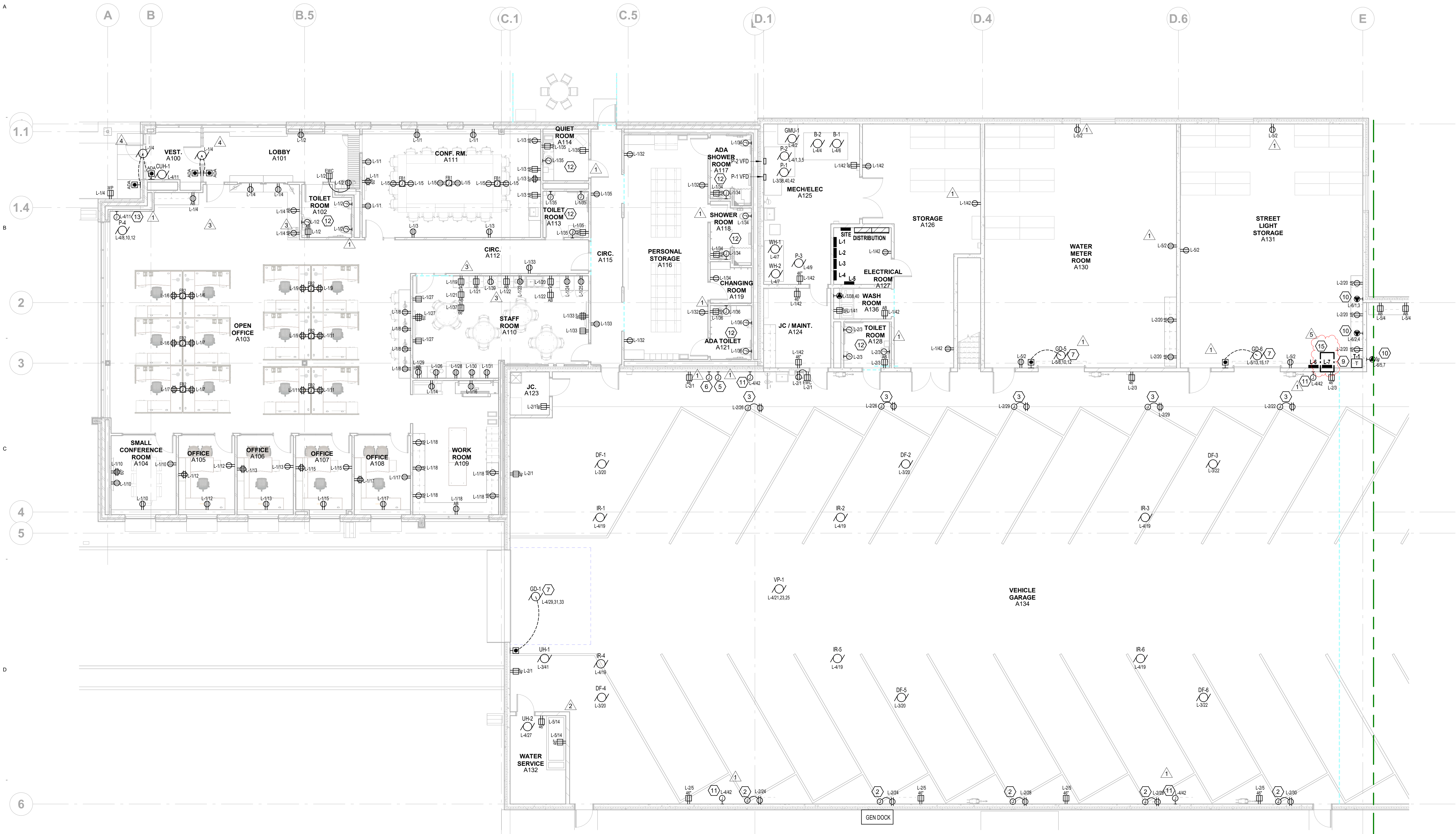


UPPER LEVEL
LIGHTING PLAN -
AREA 'B'

Scale: 1/8" = 1'-0"

E1.21b

MN



E1 ML POWER PLAN AREA 'A'
1/8" = 1'-0"

FLOOR BOX (FB) & POKETHRU (PT) SCHEDULE			
TYPE	DESCRIPTION	FACEPLATE	COVER
FB1	3-GANG, 4 POWER, 2 DATA, RECESSED DUAL SERVICE FLOORBOX CAST IRON, ROUND WIREMOLD RESOURCE RFB4E SERIES OR APPROVED EQUAL	(2) DUPLICATION FACEPLATE FOR POWER WIREMOLD RFB60P OR APPROVED EQUAL (1) STYLELINE FACEPLATES FOR SIGNAL WIREMOLD RFB60P OR APPROVED EQUAL	FLUSH, FLANGED LID BRUSHED ALUMINUM FINISH SUITABLE FOR TILE/CARPET INSTALLATION WIREMOLD CT2 OR APPROVED EQUAL PROVIDE SILICON BEAD AROUND OUTER EDGE OF COVER TO SEAL FROM MOISTURE
FB2	5-GANG, 8 POWER, 2 DATA, RECESSED DUAL SERVICE FLOORBOX CAST IRON, ROUND WIREMOLD RESOURCE RFB4E SERIES OR APPROVED EQUAL	(2) QUADPLEX FACEPLATE FOR POWER WIREMOLD RFB60P OR APPROVED EQUAL (2) STYLELINE FACEPLATES FOR SIGNAL WIREMOLD RFB60P OR APPROVED EQUAL	FLUSH, FLANGED LID BRUSHED ALUMINUM FINISH SUITABLE FOR TILE/CARPET INSTALLATION WIREMOLD CT2 OR APPROVED EQUAL PROVIDE SILICON BEAD AROUND OUTER EDGE OF COVER TO SEAL FROM MOISTURE
GENERAL NOTES A. CONTRACTOR TO REQUEST DIMENSIONING OF FLOORBOXES FROM ARCHITECT/ENGINEER PRIOR TO INSTALLATION. B. CONTRACTOR TO VERIFY FLOOR TYPE (CARPET OR TILE) PRIOR TO ORDERING. C. PROVIDE (1) 3/4" CONDUIT FOR POWER AND ROUTE AS REQUIRED. D. PROVIDE (2) 1-1/4" CONDUIT FOR LOW VOLTAGE AND ROUTE TO NEAREST ACCESSIBLE CEILING SPACE ABOVE AS REQUIRED. E. PROVIDE DEVICES AND PLATES AS INDICATED ON PLANS AND SPECS. F. PROVIDE LABELING FOR EMPTY CONDUITS IN A MANNER THAT INDICATES TO WHICH FLOOR BOX/POKE-THROUGH THE CONDUIT IS ASSOCIATED. G. PROVIDE UTP CABLES AS SPECIFIED UNLESS INDICATED OTHERWISE ON PLANS.			

F3 FLOOR BOX SCHEDULE
1 : 95

GENERAL SHEET NOTES

- SOME NOTES MAY NOT APPLY TO THIS SHEETS.
- ALL BOXES, CONDUIT AND WIRING TO BE CONCEALED. NO EXPOSED BOXES, CONDUIT AND WIRING SHALL BE ALLOWED UNLESS NOTED OTHERWISE.
- COORDINATE DEVICE LOCATIONS WITH OTHER TRADES INCLUDING HVAC EQUIPMENT, DUCTWORK, SPRINKLER PIPING AND BUILDING STRUCTURAL MEMBERS.
- NO MULTI-BRANCH CIRCUIT ALLOWED, PROVIDE A SEPARATE NEUTRAL WITH EACH CIRCUIT.
- VERIFY LOCATIONS AND ROUGH-IN REQUIREMENTS OF ALL OWNER FURNISHED EQUIPMENT PRIOR TO ROUGH-IN.
- CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
- GFCI RECEPTACLES SHALL BE WIRED TO PROTECT ONLY THE DEVICES IN THAT OUTLET BOX. DOWNSTREAM DEVICES SHALL NOT BE PROTECTED BY GFCI.
- CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE.
- PROVIDE SEPARATED CONDUITS FOR ALL EMERGENCY CIRCUITS. DO NOT COMBINE WITH NORMAL BUILDING WIRING.
- COORDINATE HEIGHTS OF ALL DEVICES WITH MILLWORK AND MODULAR FURNITURE SHOP DRAWINGS PRIOR TO ROUGH-IN.
- OFFSET BACK TO BACK BOXES AT LEAST 12 INCHES EXCEPT IN RESIDENT ROOMS WHERE PUTTY-PADS SHALL BE PROVIDED (3M MPFY-OR EQUIVALENT).
- ALL RECEPTACLES TO BE HOSPITAL GRADE.
- ALL RECEPTACLES TO BE TAMPER RESISTANT.
- SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00
- SEE FLOORBOX AND POKE-THRU SCHEDULE ON SHEET E8.20.
- SEE MOTOR AND EQUIPMENT SCHEDULE ON SHEET E8.40.
- REFER TO MECHANICAL SHEETS FOR EXACT MOTOR LOCATIONS.

KEYED SHEET NOTES

- REFER TO VIEW D4 ON SHEET E7.10 FOR DATA ROOM DETAILS.
- PROVIDE HUBBELL 45' INDUSTRIAL CORD REEL WITH 20A GFCI MODULE, WALL MOUNTED, PART NUMBER BRY45123GF20.
- PROVIDE HUBBELL 45' INDUSTRIAL CORD REEL WITH 20A GFCI MODULE, CEILING MOUNTED, PART NUMBER BRY45123GF20.
- PROVIDE CONNECTION FOR FOTOSY PRESSURE WASHER.
- PROVIDE CONNECTION FOR IR CONTROL PANEL.
- PROVIDE CONNECTION FOR DF CONTROL PANEL.
- PROVIDE 208V 3P CONNECTION FOR GARAGE DOOR MOTOR, COORDINATE BREAKER REQUIREMENTS WITH MANUFACTURE. ASSUME 2HP FOR BIDDING. TO BE CORRECTED AS RFI AFTER PURCHASE.
- PROVIDE 208V 3P CONNECTION TO OVERHEAD CRANE SYSTEM, COORDINATE LOCATION AND BREAKER REQUIREMENTS WITH MANUFACTURE PRIOR TO INSTALLATION. ASSUME 2HP FOR BIDDING. TO BE CORRECTED AS RFI AFTER PURCHASE.
- PROVIDE BUCK/BOOST TRANSFORMER. 208V INPUT, 240V OUTPUT.
- PROVIDE 240/1 RECPTACLE. VERIFY BREAKER AND PLUG TYPE WITH OWNER PRIOR TO INSTALLATION.
- PROVIDE CONNECTION FOR CO/NO2 SENSORS.
- PROVIDE 120V POWER FOR SINK/TOILET MOTION SENSORS IN THIS ROOM.
- PROVIDE CONNECTION FOR HEAT TRACE. COORDINATE WITH MECHANICAL CONTRACTOR.
- PROVIDE 120V CONNECTION FOR FIRE SUPPRESSION CONTROL PANEL, COORDINATE WITH MECHANICAL CONTRACTOR.
- PROVIDE PRICING FOR PR#20 ALTERNATE E1.

NEW UTILITY & ENGINEERING BUILDING

10875 IDEAL AVENUE S.
COTTAGE GROVE, MN 55016

CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016

Wold

WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldac.com | 651 227 7773

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 MINNESOTA

BRADLEY R. JOHANNSEN
License Number: 43936 Date: 10/26/2023

Revisions
Description Date Num

ADD #1	11/14/2023	1
PR #9	5/13/2024	2
PR #14	9/26/2024	3
PR #16	11/01/2024	4
PR #20	4/24/2025	5

Comm: 232010
Date: 10/26/2023
Drawn: D PETERSON
Check: S MCNAMARA
North

MAIN LEVEL POWER PLAN - AREA 'A'

Scale: As indicated

E2.11a

- A. SOME NOTES MAY NOT APPLY TO THIS SHEETS.
- B. ALL BOXES, CONDUIT AND WIRING TO BE CONCEALED. NO EXPOSED BOXES, CONDUIT AND WIRING SHALL BE ALLOWED UNLESS NOTED OTHERWISE.
- C. COORDINATE DEVICE LOCATIONS WITH OTHER TRADES INCLUDING HVAC EQUIPMENT, DUCTWORK, SPRINKLER PIPING AND BUILDING STRUCTURAL MEMBERS.
- D. NO MULTI-BRANCH CIRCUIT ALLOWED. PROVIDE A SEPARATE NEUTRAL WITH EACH CIRCUIT.
- E. VERIFY LOCATIONS AND ROUGH-IN REQUIREMENTS OF ALL OWNER FURNISHED EQUIPMENT PRIOR TO ROUGH-IN.
- F. CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
- G. GFCI RECEPTABLES SHALL BE WIRED TO PROTECT ONLY THE DEVICES IN THAT OUTLET RACK. DOWNSTREAM DEVICES SHALL NOT BE PROTECTED BY GFCI.
- H. CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RELOCATE OR REWIRING IN A TYPED AND DATED PANELBOARD SCHEDULE.
- I. PROVIDE SEPARATED CONDUITS FOR ALL EMERGENCY CIRCUITS. DO NOT COMBINE WITH NORMAL BUILDING WIRING.
- J. COORDINATE HEIGHTS OF ALL DEVICES WITH MILLWORK AND MODULAR FURNITURE SHOP DRAWINGS PRIOR TO ROUGH-IN.
- K. OFFSET BACK TO BACK BOXES AT LEAST 12 INCHES EXCEPT IN RESIDENT ROOMS WHERE PUTTY-PADS SHALL BE PROVIDED (3M MPF+ OR EQUIVALENT).
- L. ALL RECEPTABLES TO BE HOSPITAL GRADE.
- M. ALL RECEPTABLES TO BE TAMPER RESISTANT.
- N. SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E6.00
- O. SEE FLOORBOX AND POKE-THRU SCHEDULE ON SHEET E6.20.
- P. SEE MOTOR AND EQUIPMENT SCHEDULE ON SHEET E6.40.
- Q. REFER TO MECHANICAL SHEETS FOR EXACT MOTOR LOCATIONS.

1. REFER TO VIEW D4 ON SHEET E7.10 FOR DATA ROOM DETAIL D4.
2. PROVIDE HUBBELL 45" INDUSTRIAL CORDEE RELL WITH 20A GFCI MODULE, WALL MOUNTED, PART NUMBER BRY45123GF20.
3. PROVIDE HUBBELL 45" INDUSTRIAL CORDEE RELL WITH 20A GFCI MODULE, CEILING MOUNTED, PART NUMBER BRY45123GF20.
4. PROVIDE CONNECTION FOR HOTSY PRESSURE WASHER.
5. PROVIDE CONNECTION FOR IR CONTROL PANEL.
6. PROVIDE CONNECTION FOR DF CONTROL PANEL.
7. PROVIDE 208V 3P CONNECTION FOR GARAGE DOOR MOTOR, COORDINATE BREAKER REQUIREMENTS WITH MANUFACTURE. ASSUME 2HP FOR BIDDING. TO BE CORRECTED AS RFI AFTER PURCHASE.
8. PROVIDE 208V 3P CONNECTION TO OVERHEAD CRANE SYSTEM, COORDINATE LOCATION AND BREAKER REQUIREMENTS WITH MANUFACTURE PRIOR TO INSTALLATION. ASSUME 2HP FOR BIDDING. TO BE CORRECTED AS RFI AFTER PURCHASE.
9. PROVIDE BUCK/BOOST TRANSFORMER. 208V INPUT, 240V OUTPUT.
10. PROVIDE 240V 1P RCPTFACE. VERIFY BREAKER AND PLUG TYPE WITH OWNER PRIOR TO INSTALLATION.
11. PROVIDE CONNECTION FOR COIN2 SENSORS.
12. PROVIDE 120V POWER FOR SINK/TOILET MOTION SENSORS IN THIS ROOM.
13. PROVIDE CONNECTION FOR HEAT TRACE. COORDINATE WITH MECHANICAL CONTRACTOR. 1
14. PROVIDE 120V CONNECTION FOR FIRE SUPPRESSION CONTROL PANEL. COORDINATE WITH MECHANICAL CONTRACTOR.
15. PROVIDE PRICING FOR PR#20 ALTERNATE E1.

E2.11b

E

MN

E

SWITCHBOARD: DISTRIBUTION								
LOCATION: ELECTRICAL ROOM A127			VOLTAGE: 208Y/120 V, 3 ø 4 W.					
MAIN DEVICE:			A.F.C. RATING: SEE SHORT CIRCUIT STUDY					
MAINS RATING: 800 A			SPECIAL:					
BUS AMPS:								
FED FROM:								
CKT	NAME	SWITCH	P	FUSE SIZE	PHASE A KVA	PHASE B KVA	PHASE C KVA	NOTES
1	L-1	200 A	3	200 A	11409 VA	10814 VA	8100 VA	
2	L-2	200 A	3	200 A	10020 VA	7938 VA	10389 VA	
3	L-3	300 A	3	300 A	27014 VA	26860 VA	27128 VA	
4	SITE	200 A	3	200 A	4000 VA	3800 VA	3900 VA	
5	CU-1	300 A	3	300 A	23886 VA	23886 VA	23886 VA	
6	L-4	200 A	3	200 A	13942 VA	12854 VA	13726 VA	
7	L-5	200 A	3	200 A	4602 VA	4674 VA	4684 VA	
8	L-7	150 A	3	150 A	480 VA	480 VA	0 VA	
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
LOAD CLASSIFICATION		CONNECTED	DEMAND	ESTIMATED	PANEL TOTALS			
LTG		10419 VA	125.00%	13024 VA				
MTR		207017 VA	108.65%	224931 VA				
Other		3660 VA	100.00%	3660 VA				
RCPT		39300 VA	62.72%	24650 VA				
Spare		11700 VA	100.00%	11700 VA	CONN. LOAD: 277872 VA			
XX_SPEC		7200 VA	100.00%	7200 VA	EST. DEMAND LOAD: 283649 VA			
					CONN. CURRENT: 771 A			
					EST. DEMAND CURRENT: 787 A			
Load Types: COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX -Existing, GND - Grounding, HEAT - Winter Heating, KTCH- Kitchen, L MTR - Largest Motor, LTG -Lighting, MTR - Motor, RCPT - Receptacle								
NOTES:								

PANELBOARD: L-1																	
LOCATION: ELECTRICAL ROOM A127							VOLTAGE: 208Y/120 V, 3 ø 4 W.										
MOUNTING: SURFACE							A.F.C.... SEE SHORT CIRCUIT STUDY										
MAINS TYPE:							SPECIAL:										
MAINS AMPS: 200A																	
BUS AMPS:																	
FED FROM: DISTRIBUTION																	
#	BT	LOAD DESCRIPTION	LT	BKR	P	PHASE A KVA	PHASE B KVA	PHASE C KVA	P	BKR	LT	LOAD DESCRIPTION	BT	#			
1		CONF RM A111	RCPT	20 A	1	1.1	0.7			1	20 A	Other...	LOBBY A101,102	2			
3		CONF RM A111	RCPT	20 A	1			1.3	1.1		1	20 A	MTR...	4			
5		CONF RM A111	RCPT	20 A	1					1.1	0.5	1	20 A	RCPT	OPEN OFFICE A103	6	
7		OPEN OFFICE A103	RCPT	20 A	1	0.5	0.7			1	20 A	RCPT	OPEN OFFICE A103	8			
9		OPEN OFFICE A103	RCPT	20 A	1			0.5	0.9		1	20 A	RCPT	CONFERENCE A104	10		
11		OPEN OFFICE A103	RCPT	20 A	1					0.5	0.7	1	20 A	RCPT	OFFICE A105	12	
13		OFFICE A106	RCPT	20 A	1	0.7	0.2			1	20 A	RCPT	WORK RM COPIER	14			
15		OFFICE A107	RCPT	20 A	1			0.7	0.2		1	20 A	RCPT	WORK RM PLOTTER	16		
17		OFFICE A108	RCPT	20 A	1					0.7	1.1	1	20 A	RCPT	WORK RM A109	18	
19		STAFF RM A110 MICRO	RCPT	20 A	1	1.1	1.1			1	20 A	RCPT	STAFF RM A110 MICRO	20			
21		STAFF RM A110	RCPT	20 A	1			0.4	0.4		1	20 A	RCPT	STAFF RM A110	22		
23	GF	STAFF RM A110 DISH	RCPT	20 A	1					0.2	0.2	1	20 A	RCPT	STAFF RM A110 FRIDGE	GF	24
25	GF	STAFF RM A110 FRIDGE	RCPT	20 A	1	0.2	0.2			1	20 A	RCPT	STAFF RM A110	26			
27		STAFF RM A110	RCPT	20 A	1			0.7	0.2		1	20 A	RCPT	STAFF RM A110	28		
29		STAFF RM A110	RCPT	20 A	1					0.2	0.2	1	20 A	RCPT	STAFF RM A110	30	
31		STAFF RM A110	RCPT	20 A	1	0.2	0.7			1	20 A	RCPT	PERSONAL STOR A116	32			
33		STAFF RM A110	RCPT	20 A	1			0.9	0.5		1	20 A	Other...	SHOWER/CHANGING	34		
35		TOILET/QUIET A114,115	Other...	20 A	1					0.7	0.2	1	20 A	Other...	TOILET RMS A120, 121	36	
37		STAFF RM A110 MICRO	RCPT	20 A	1	1.1	3.1			2	20 A	XX_S...	WASH ROOM DRYER	GF	38		
39	GF	STAFF RM RANGE	RCPT	20 A	1			0.2	3.1		--	--	--	--	40		
41		WASH RM A136	RCPT	20 A	1					0.2	1.6	1	20 A	RCPT	A124, 125, 126, 127	42	
TOTAL LOAD:						11 kVA	11 kVA	8 kVA									
TOTAL AMPS:						99 A	94 A	68 A									
LOAD CLASSIFICATION		CONNECTED	DEMAND	ESTIMATED		PANEL TOTALS											
MTR		0 VA	0.00%	0 VA													
Other		0 VA	0.00%	0 VA													
RCPT		24540 VA	70.37%	17270 VA													
XX_SPEC		6240 VA	100.00%	6240 VA													
						CONNECTED LOAD: 30278 VA											
						ESTIMATED DEMAND: 23047 VA											
						CONNECTED CURRENT: 84 A											
						EST. DEMAND CURRENT: 84 A											
Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX -Existing, GND - Grounding, HEAT - Winter Heating, KTCH- Kitchen, L MTR - Largest Motor, LTG -Lighting, MTR - Motor, RCPT - Receptacle																	
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered																	
NOTES:																	

PANELBOARD: L-3															
LOCATION: ELECTRICAL ROOM A127							VOLTAGE: 208Y/120 V 3 ø 4 W.								
MOUNTING: SURFACE							A.F.C.... SEE SHORT CIRCUIT STUDY								
MAINS TYPE:							SPECIAL:								
MAINS AMPS: 300A															
BUS AMPS:															
FED FROM: DISTRIBUTION															
#	BT	LOAD DESCRIPTION	LT	BKR	P	PHASE A KVA	PHASE B KVA	PHASE C KVA	P	BKR	LT	LOAD DESCRIPTION	BT	#	
1		EF-8	MTR	20 A	3	0.6	0.8			3	20 A	MTR	EF-9	2	
3	--	--	--	--	--		0.6	0.8		--	--	--	--	4	
5	--	--	--	--	--			0.6	0.8	--	--	--	--	6	
7		EF-10	MTR	20 A	3	0.6	0.6			3	20 A	MTR	EF-11	8	
9	--	--	--	--	--			0.6	0.6	--	--	--	--	10	
11	--	--	--	--	--				0.6	0.6	--	--	--	12	
13		EF-12	MTR	20 A	3	0.8	0.6			3	20 A	MTR	EF-13	14	
15	--	--	--	--	--			0.8	0.6	--	--	--	--	16	
17	--	--	--	--	--				0.8	0.6	--	--	--	18	
19		EF-14	MTR	20 A	3	0.6	0.0			1	20 A	MTR	DF-1,2,5,6	20	
21	--	--	--	--	--			0.6	0.0	1	20 A	MTR	DF-3,6,7,10	22	
23	--	--	--	--	--				0.6	0.0	1	20 A	MTR	DF-8,9,11,12	24
25		UH-4	Other...	20 A	1	0.6	2.9			3	40 A	MTR	AHU-1B	26	
27		UH-5	MTR	20 A	1			0.5	2.9	--	--	--	--	28	
29		AHU-1A	MTR	80 A	3				7.1	2.9	--	--	--	30	
31	--	--	--	--	--	7.1	2.9			3	40 A	MTR	AC-1	32	
33	--	--	--	--	--			7.1	2.9	--	--	--	--	34	
35		MAU-1	MTR	20 A	3				7.1	2.9	--	--	--	36	
37	--	--	--	--	--	7.1	2.0			3	30 A	MTR	P-1	38	
39	--	--	--	--	--			7.1	2.0	--	--	--	--	40	
41		UH-1	MTR	20 A	1				0.7	2.0	--	--	--	42	
TOTAL LOAD:						27 KVA	27 KVA	27 KVA							
TOTAL AMPS:						225 A	225 A	226 A							
CONNECTED						81047 VA	DEMAND	ESTIMATED	PANEL TOTALS						
MTR						60 VA	100.00%	86397 VA	CONNECTED LOAD: 81101 VA						
									ESTIMATED DEMAND: 86451 VA						
									CONNECTED CURRENT: 225 A						
									EST. DEMAND CURRENT: 240 A						
Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX -Existing, GND - Grounding, HEAT - Winter Heating, KTCH- Kitchen, L MTR - Largest Motor, LTG -Lighting, MTR - Motor, RCPT - Receptacle															
Breaker Types (BT): AF = Arc Fault, GFI = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered															
NOTES:															

MN

E

PANELBOARD: L-7														
LOCATION: STREET LIGHT STORAGE A131							VOLTAGE: 208Y/120 V, 3 ø 4 W.							
MOUNTING: SURFACE							A.F.C.... SEE SHORT CIRCUIT STUDY							
MAINS TYPE: MLO							SPECIAL:							
MAINS AMPS: 150A														
BUS AMPS: 150A														
FED FROM: DISTRIBUTION														
#	BT	LOAD DESCRIPTION	LT	BKR	P	PHASE A KVA	PHASE B KVA	PHASE C KVA	P	BKR	LT	LOAD DESCRIPTION	BT	#
1	--	L-6	XX_S...	150 A	2	0.5	0.0			3	40 A	--	SPARE	2
3	--		--	--	--		0.5	0.0		--	--	--		4
5		SPARE	--	20 A	1			0.0	0.0	--	--	--		6
7		SPARE	--	20 A	1	0.0	0.0			3	40 A	--	SPARE	8
9		SPARE	--	20 A	1		0.0	0.0		--	--	--		10
11		SPARE	--	20 A	1			0.0	0.0	--	--	--		12
13														14
15														16
17														18
19														20
21														22
23														24
25														26
27														28
29														30
31														32
33														34
35														36
37														38
39														40
41														42
TOTAL LOAD:						0 kVA	0 kVA	0 kVA						
TOTAL AMPS:						5 A	5 A	0 A						
LOAD CLASSIFICATION		CONNECTED		DEMAND		ESTIMATED		PANEL TOTALS						
XX_SPEC		960 VA		100.00%		960 VA								
								CONNECTED LOAD: 960 VA						
								ESTIMATED DEMAND: 960 VA						
								CONNECTED CURRENT: 3 A						
								EST. DEMAND CURRENT: 3 A						
Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX -Existing, GND - Grounding, HEAT - Winter Heating, KTCH- Kitchen, L MTR - Largest Motor, LTG -Lighting, MTR - Motor, RCPT - Receptacle														
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered														
NOTES:														

PANELBOARD: L-5															
LOCATION: ELECTRICAL ROOM A127							VOLTAGE: 208Y/120 V, 3 ø 4 W.								
MOUNTING: SURFACE							A.F.C.... SEE SHORT CIRCUIT STUDY								
MAINS TYPE:							SPECIAL:								
MAINS AMPS:															
BUS AMPS:															
FED FROM: DISTRIBUTION															
#	BT	LOAD DESCRIPTION	LT	BKR	P	PHASE A KVA	PHASE B KVA	PHASE C KVA	P	BKR	LT	LOAD DESCRIPTION	BT	#	
1		ROOF GFCI	RCPT	20 A	1	0.4	1.1			1	20 A	RCPT	A130, A131	2	
3		FILLING STATION	MTR	20 A	1		0.8	0.4		1	20 A	RCPT	GARAGE COUNTER	4	
5		SITE	LTG	20 A	1			0.4	0.9	1	20 A	RCPT	COLD STORAGE	6	
7		GD-4	MTR	20 A	3	0.9	0.9			3	20 A	MTR	GD-5	8	
9	--	--	--	--	--		0.9	0.9		--	--	--	--	10	
11	--	--	--	--	--			0.9	0.9	--	--	--	--	12	
13		GD-6	MTR	20 A	3	0.9	0.4			1	20 A	RCPT	WATER SERVICE A132	14	
15	--	--	--	--	--		0.9	1.0		1	20 A	LTG	GARAGE LIGHTS	16	
17	--	--	--	--	--			0.9	0.1	1	20 A	LTG	WASHBAY LIGHTS	18	
19		SPARE	--	20 A	1	0.0	0.1			1	20 A	LTG	SHOP LIGHTS	20	
21		SPARE	--	20 A	1		0.0	0.0		1	20 A	--	SPARE	22	
23		SPARE	--	20 A	1			0.0	0.0	1	20 A	--	SPARE	24	
25		SPARE	--	20 A	1	0.0	0.0			1	20 A	--	SPARE	26	
27		SPARE	--	20 A	1		0.0	0.0		1	20 A	--	SPARE	28	
29		SPACE	--	--	1				--	--	1	--	SPACE	30	
31		SPACE	--	--	1	--	--			1	--	--	SPACE	32	
33		SPACE	--	--	1		--	--		1	--	--	SPACE	34	
35		SPACE	--	--	1			--	--	1	--	--	SPACE	36	
37		SPACE	--	--	1	--	--			1	--	--	SPACE	38	
39		SPACE	--	--	1		--	--		1	--	--	SPACE	40	
41		SPACE	--	--	1		--	--	1	--	--	--	SPACE	42	
TOTAL LOAD:						5 kVA	5 kVA	4 kVA							
TOTAL AMPS:						39 A	41 A	34 A							
LOAD CLASSIFICATION		CONNECTED		DEMAND		ESTIMATED		PANEL TOTALS							
LTO		1654 VA		125.00%		2067 VA									
MTR		8906 VA		107.58%		9582 VA									
RCPT		3060 VA		100.00%		3060 VA									
								CONNECTED LOAD: 13577 VA							
								ESTIMATED DEMAND: 14666 VA							
								CONNECTED CURRENT: 38 A							
								EST. DEMAND CURRENT: 41 A							
Load Types (LT): COOL - Summer Cooling, ELEV - Elevator, EQ - Equipment, EX - Existing, GND - Grounding, HEAT - Winter Heating, KTCH - Kitchen, L MTR - Largest Motor, LTG - Lighting, MTR - Motor, RCPT - Receptacle															
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered															
NOTES:															

PANELBOARD: L-6														
LOCATION: STREET LIGHT STORAGE A131										VOLTAGE: 240/120 V, 1 ø 3 W.				
MOUNTING: SURFACE										A.F.C..... SEE SHORT CIRCUIT STUDY				
MAINS TYPE:										SPECIAL:				
MAINS AMPS:														
BUS FROM: T-1														
#	BT	LOAD DESCRIPTION	LT	BKR	P	PHASE A kVA	PHASE B kVA	P	BKR	LT	LOAD DESCRIPTION	BT	#	
1		A131	XX, S...	20 A	2	0.2	0.2		2	20 A	XX, S...	A131	2	
3	--	--	--	--	--		0.2	0.2	--	--	--	--	4	
5		B134	XX, S...	20 A	2	0.0	0.0		2	20 A	XX, S...	B134	6	
7	--	--	--	--	--		0.0	0.0	--	--	--	--	8	
9		SPACE	--	--	1	--	--		1	--	SPACE		10	
11		SPACE	--	--	1	--	--		1	--	SPACE		12	
13		SPACE	--	--	1	--	--		1	--	SPACE		14	
15		SPACE	--	--	1	--	--		1	--	SPACE		16	
17		SPACE	--	--	1	--	--		1	--	SPACE		18	
19		SPACE	--	--	1	--	--		1	--	SPACE		20	
21		SPACE	--	--	1	--	--		1	--	SPACE		22	
23		SPACE	--	--	1	--	--		1	--	SPACE		24	
25		SPACE	--	--	1	--	--		1	--	SPACE		26	
27		SPACE	--	--	1	--	--		1	--	SPACE		28	
29		SPACE	--	--	1	--	--		1	--	SPACE		30	
31		SPACE	--	--	1	--	--		1	--	SPACE		32	
33		SPACE	--	--	1	--	--		1	--	SPACE		34	
35		SPACE	--	--	1	--	--		1	--	SPACE		36	
37		SPACE	--	--	1	--	--		1	--	SPACE		38	
39		SPACE	--	--	1	--	--		1	--	SPACE		40	
41		SPACE	--	--	1	--	--		1	--	SPACE		42	
TOTAL LOAD:						0 kVA	0 kVA							
TOTAL AMPS:						4 A	4 A							
LOAD CLASSIFICATION		CONNECTED	DEMAND		ESTIMATED		PANEL TOTALS							
XX_SPEC		960 VA	100.00%		960 VA		CONNECTED LOAD: 960 VA							
							ESTIMATED CURRENT: 960 VA							
							CONNECTED CURRENT: 4 A							
							EST. DEMAND CURRENT: 4 A							
Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX- Existing, GND - Grounding, HEAT - Winter Heating, KTCH- Kitchen, L MTR - Largest Motor, LTG -Lighting, MTR- Motor, RCPT - Receptacle														
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered														
NOTES:														

MN

As noted, these drawings were prepared by the Designer under the supervision and seal of the Professional Engineer. The Designer is not responsible for the accuracy of the information provided by the client. The Professional Engineer is not responsible for the accuracy of the information provided by the client. The Professional Engineer is not responsible for the accuracy of the information provided by the client.

E

LUMINAIRE SCHEDULE									
LETTER	LUMINAIRE TYPE	LUMENS/WATTS	VOLT	MOUNTING	LENS / LOUVER	OTHER REQUIREMENTS	MANUF. & SERIES	SPARES	NOTES
A	RECESSED 2X4 TROFFER	35W, LED, 80 CRI, 4000K, 4000 LUMENS	MVOLT	RECESSED (GRID)	MATTE WHITE ENAMEL FINISH	0-10V DIMMING	LITHONIA: ENVEX SERIES METALUX: 24ID SERIES VISCOR: OCRV SERIES SPITZER: EDGE SERIES		
B	RECESSED 2X2 TROFFER	16W, LED, 80 CRI, 4000K, 2000 LUMENS	MVOLT	RECESSED (GRID)	MATTE WHITE ENAMEL FINISH	0-10V DIMMING	LITHONIA: ENVEX SERIES METALUX: 22ID SERIES VISCOR: OCRV SERIES SPITZER: EDGE SERIES		
C	LINEAR LED, DIRECT ONLY, LENGTH AS SHOWN ON PLANS	18W, LED, 80 CRI, 4000K, 1000 LMF	MVOLT	RECESSED (GRID)	EXTRUDED ACRYLIC	0-10V DIMMING	MARK LIGHTING: SL4ID SERIES AXIS LIGHTING: BEAM 3 SERIES STARTEK: BEAMDI SERIES LUX: EOS 3.0 SERIES		
D	6" ROUND LED DOWNLIGHT	LED, 80 CRI, 4000K, 1500 LUMENS	MVOLT	RECESSED (GRID)	SEMI-SPECULAR CLEAR	0-10V DIMMING	GOTHAM: EVO SERIES HALO COMM: HC6 SERIES LIGHTOLIER: 6RN SERIES ELITE: HH6 SERIES PRESCOLITE: LFR-6RD SERIES		
D1	6" ROUND LED DOWNLIGHT, WET LOCATION	LED, 80 CRI, 4000K, 1500 LUMENS	MVOLT	RECESSED	SEMI-SPECULAR, CLEAR POLYCARBONATE LENS	WET LOCATION LISTED	GOTHAM: EVO SERIES HALO COMM: HC6 SERIES LIGHTOLIER: 6RN SERIES ELITE: HH6 SERIES PRESCOLITE: LFR-6RD SERIES		
E	EXIT SIGN	LED, <5W	MVOLT	CEILING MOUNTED	HIGH IMPACT ACRYLIC PANEL	GREEN LETTERS	LITHONIA: EDGR SERIES SURE-LITES: EUX7 SERIES ABB (EMERGH-LITE): PN SERIES COMPASS: CEL SERIES		
E1	EXIT SIGN, DUAL FACE	LED, <5W	MVOLT	CEILING MOUNTED	HIGH IMPACT ACRYLIC PANEL	GREEN LETTERS	LITHONIA: EDGR SERIES SURE-LITES: EUX7 SERIES ABB (EMERGH-LITE): PN SERIES COMPASS: CEL SERIES		
EM	EMERGENCY WALL PACK	LED	MVOLT	WALL MOUNTED		SELF DIAGNOSTICS, BLACK	LITHONIA: AFF SERIES SURE-LITES: SELD SERIES ABB (EMERGH-LITE): SD SERIES COMPASS: CUW SERIES		
G	INDUSTRIAL STRIP, LENGTH AS SHOWN ON PLANS	LED, 80 CRI, 4000K, 5300 LUMENS	MVOLT	CHAIN HUNG OR SURFACE MOUNTED AS REQUIRED	SEMI-FROST LENS- NARROW, WHITE FINISH	0-10V DIMMING	LITHONIA: ZL1N SERIES METALUX: SNLED SERIES DAYBRITE: SDS SERIES COLUMBIA: CSL4 SERIES ELITE: 4OEC SERIES		
G1	8" INDUSTRIAL STRIP	LED, 80 CRI, 4000K, 10000 LUMENS	MVOLT	CHAIN HUNG OR SURFACE MOUNTED AS REQUIRED	SEMI-FROST LENS- NARROW, WHITE FINISH	0-10V DIMMING	LITHONIA: ZL1N SERIES METALUX: SNLED SERIES DAYBRITE: SDS SERIES COLUMBIA: CSL4 SERIES ELITE: 4OEC SERIES		
G2	8" INDUSTRIAL STRIP	LED, 80 CRI, 4000K, 14000 LUMENS	MVOLT	CHAIN HUNG OR SURFACE MOUNTED AS REQUIRED	SEMI-FROST LENS- NARROW, WHITE FINISH	0-10V DIMMING	LITHONIA: ZL1N SERIES METALUX: SNLED SERIES DAYBRITE: SDS SERIES COLUMBIA: CSL4 SERIES ELITE: 4OEC SERIES		
H	LINEAR LED, DIRECT/INDIRECT, LENGTH AS SHOWN ON PLANS	18W, LED, 80 CRI, 4000K, 1000 LMF UP & 1000 LMF DOWN	MVOLT	24" AIR CRAFT CABLE SUSPENDED	EXTRUDED ACRYLIC	0-10V DIMMING	MARK LIGHTING: SL4ID SERIES AXIS LIGHTING: BEAM 3 SERIES STARTEK: BEAMDI SERIES LUX: EOS 3.0 SERIES		
J	4' LINEAR LED, WALL MOUNTED	LED, 80 CRI, 4000K, 6200 LM	MVOLT	WALL MOUNTED	IMPACT-RESISTANT ACRYLIC	WET LOCATION LISTED	WILLIAMS: 96 SERIES		
AA	SINGLE LED SITE LIGHT	273W, 30,000LM NOMINAL, 40K, 80CRI	MVOLT	POLE MOUNTED		SQUARE ALUMINUM POLE, INTERNAL VIBRATION DAMPER, DARK BRONZE FINISH	OR APPROVED EQUAL LITHONIA: DSX2LED-P4-L40K-80CRI-T4M-MVOLT-SPA-DOBXD GARDCO: OPFM SERIES BEACON: VP-2 SERIES LUMARK: PRV SERIES, POLE: SSA6303 SERIES		
BB	GROUND MOUNTED FLOOD LIGHT	21W, LED, 4000K, 2500 LUMENS	MVOLT	KNUCKLE MOUNTED ON CONCRETE BASE	HORIZONTAL MEDIUM FLOOD	BLACK	LITHONIA: D-SERIES GARDCO: CSPS SERIES KIM: KFL SERIES LUMARK: LSF25 SERIES		
WW	WALL PACK	27W, LED, 80CRI, 4000K, 3500 LUMENS	MVOLT	WALL MOUNTED	FULL CUTOFF	COLD WEATHER BATTERY PACK	LITHONIA: WDGE2LED SERIES LUMARK: AXCS3A SERIES GARDCO: GWM SERIES SPITZER: WPPF SERIES		
LUMINAIRE SCHEDULE GENERAL NOTES A. ALL DIMMABLE LUMINAIRES SHALL BE CAPABLE OF DIMMING TO 1%. B. ALL EXTERIOR FIXTURES SHALL BE CONTROLLED VIA BUILDING PHOTOCELL. LUMINAIRE SCHEDULE NUMBERED NOTES 1. SEE PLAN FOR FIXTURE LENGTH. 2. PROVIDE (20) SPARE DRIVERS. 3. PROVIDE (5) SPARE DRIVERS.									

NEW UTILITY & ENGINEERING BUILDING
10875 IDEAL AVENUE S.
COTTAGE GROVE, MN 55016

CITY OF COTTAGE GROVE
12800 RAVINE PKWY
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldac.com | 651 227 7773

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		
License Number:	BRADLEY R. JOHANNSEN 43936	Date: 10/26/2023
Revisions		
Description	Date	Num
ADD #1	11/14/2023	1
PR #20	4/24/2025	2

Comm: 232010
Date: 10/26/2023
Drawn: D PETERSON
Check: S MCNAMARA
North

LUMINAIRE SCHEDULE

Scale: 12" = 1'-0"

E6.10



City Council Action Request

7.R.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title 105th St Engineering Study and Traffic Investigation - Ideal Ave to Hadley Ave

Staff Recommendation Adopt Resolution 2025-068 requesting MnDOT to complete an Engineering Study and Traffic Investigation along 105th Street South from Ideal Avenue to Hadley Avenue.

Budget Implication N/A

Attachments

1.	105th Speed Zone Study Request Memo
2.	105th Speed Zone Study Request Resolution

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

From: Genevieve Tester, EIT, Graduate Engineer

Date: April 24, 2025

Re: 105th Street Engineering Study and Traffic Investigation – Ideal Avenue to Hadley Avenue

Background/Discussion

Due to development in the southern part of Cottage Grove west of Jamaica Avenue, 105th Street was constructed in 2023 as a part of the Ideal Avenue/100th Street/105th Street Improvement Project. New developments include the Utilities and Engineering Building, the High Zone Water Treatment Plant, and residential subdivisions such as Graymont Village and Prairie Dunes.

As it stands today, 105th Street from Ideal Avenue to Hadley Avenue (see Figure 1) does not have an authorized speed limit; per Statute 169.14, the City can only post speed limits of 30 MPH and 55 MPH. 30 MPH is for urban districts and driveway spacing of 100 feet, and 55 MPH for all other roadways. One exception is posting rural residential areas at 35 MPH; however, this requires driveway spacing of at least 300 feet.

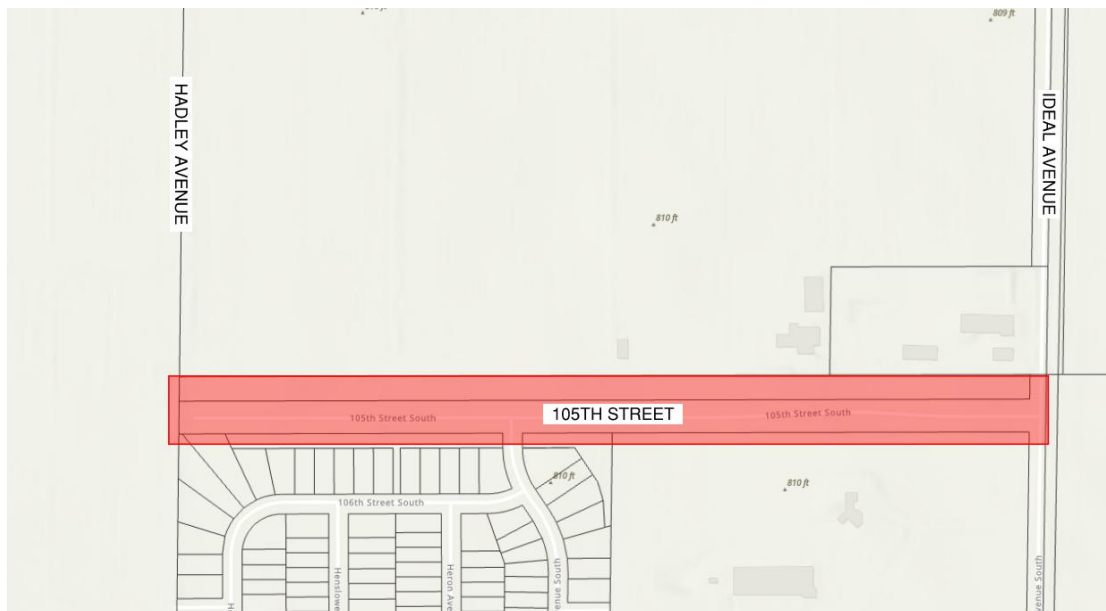


Figure 1: Engineering Study and Traffic Investigation Area of Request: 105th Street from Ideal Avenue to Hadley Avenue.

Statutorily the speed limit of 105th from Ideal Avenue to Hadley Avenue would be 55 MPH. The road characteristics, turning movements involved with the nearby residential development, and the relatively short length of roadway (0.5 miles), suggest the need to determine a reasonable and safe speed limit beyond the statute-set speed limit.

To post a speed limit other than the statutory speed limits, MnDOT must complete an engineering study and traffic investigation. This includes reviewing vehicle speeds, traffic volumes, and characteristics of the roadway. Upon completion of the investigation, MnDOT may recommend a speed limit other than the statutory limits, at which time the Cottage Grove Public Works Department will install the appropriate speed limit signs. For an investigation to be completed, a request must be made by resolution by the local roadway authority. The study comes at no cost to the municipality.

Recommendation

It is recommended the City Council adopt Resolution 2025-068 requesting MnDOT to complete an Engineering Study and Traffic Investigation along 105th Street South from Ideal Avenue to Hadley Avenue.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-068

**RESOLUTION REQUESTING THE MINNESOTA DEPARTMENT OF
TRANSPORTATION PERFORM AN ENGINEERING STUDY AND TRAFFIC
INVESTIGATION ON 105TH STREET FROM IDEAL AVENUE TO HADLEY AVENUE**

WHEREAS, pursuant to state statute, local authorities may request a speed zone study when they feel that a speed limit is either greater or less than is reasonably safe, and

WHEREAS, an assessment of a reasonable and safe speed along this road segment is necessary, and

WHEREAS, the authority to determine the safe and reasonable speed on a roadway resides with the Minnesota Department of Transportation.

NOW THEREFORE BE IT RESOLVED, that a request is made of the Minnesota Department of Transportation to perform an engineering study and traffic investigation along 105th Street from Ideal Avenue to Hadley Avenue.

Passed this 7th day of May, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.S.

Meeting Date	5/7/2025				
Department	Public Works				
Agenda Category	Action Item				
Title	Newport Water System Interconnection - JPA Approval				
Staff Recommendation	Approve the Joint Powers Agreement with the City of Newport for a Water System Interconnection to supply water to the Cherrywood and Cherry Meadow developments.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Newport Water System Interconnect JPA Approval 2025-4-29</td></tr><tr><td>2.</td><td>Newport System Interconnect JPA</td></tr></table>	1.	Newport Water System Interconnect JPA Approval 2025-4-29	2.	Newport System Interconnect JPA
1.	Newport Water System Interconnect JPA Approval 2025-4-29				
2.	Newport System Interconnect JPA				

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

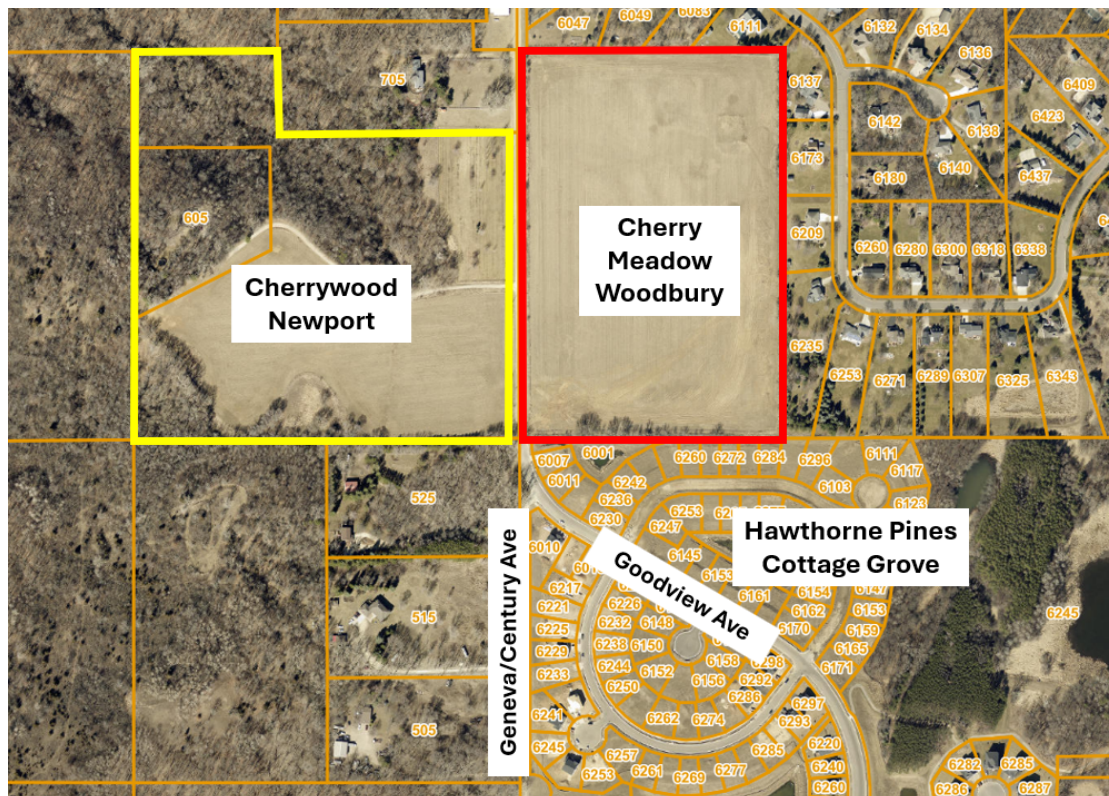
From: Ryan Burfeind, PE, Public Works Director

Date: April 29, 2025

Re: Newport Water System Interconnection – JPA Approval

Background

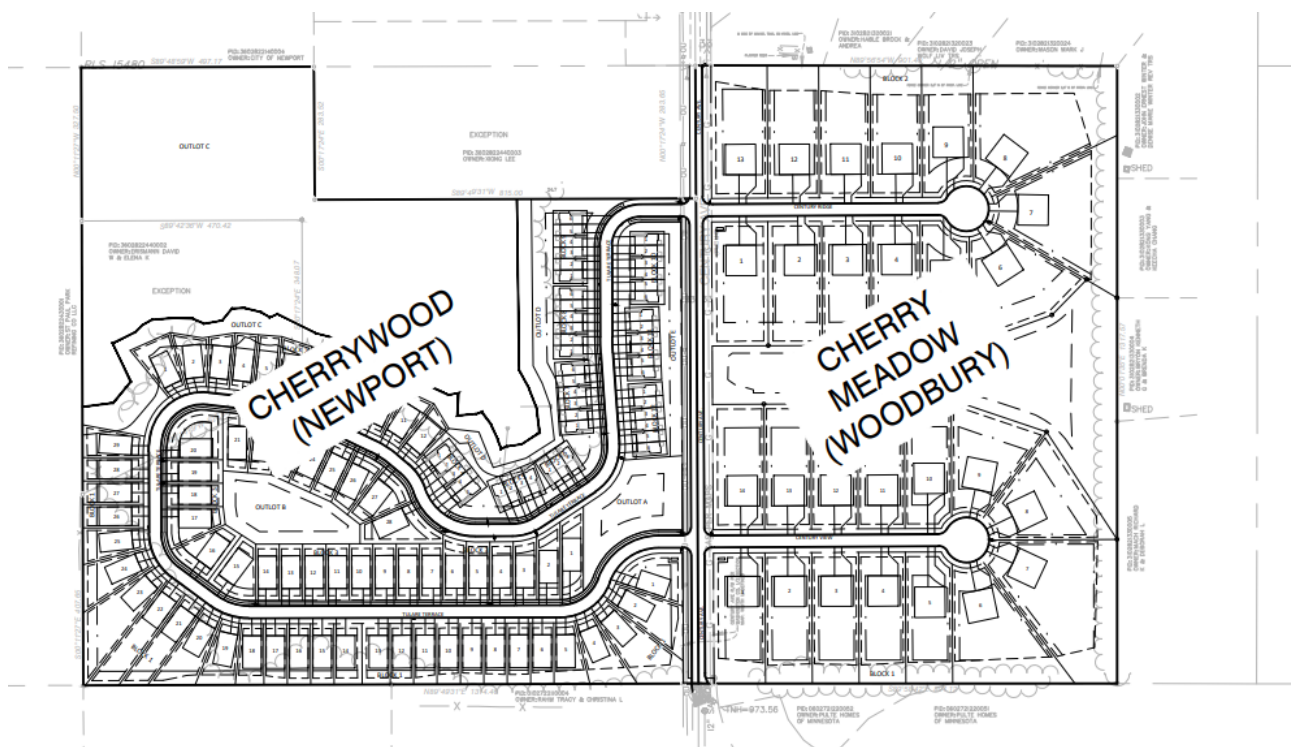
Twin Cities Land Development is working on two developments in Newport and Woodbury called Cherrywood and Cherry Meadow, respectively. These developments are located along Century Avenue, just north of Cottage Grove's Hawthorne Pines development. Cherrywood is a 117-lot development, and Cherry Meadow is a 27-lot development. Below is an image showing the development locations.



Both developments will be served by sanitary sewer through Newport, however they will be connecting to Cottage Grove's system for water. Cottage Grove has an existing 12-inch water main under Goodview Avenue at the city limits, which was a planned interconnect with Newport. To facilitate service to these developments, Cottage Grove will provide water to Newport, and they will be the water supplier for Cherrywood and Cherry Meadow. Cottage Grove has a similar situation with Woodbury's Woodhaven development north of Silverwood, on the west side of Hinton Avenue/Radio Drive. This 12-inch water main will eventually connect to the Newport water

system at Glen Road & Century Avenue. This connection is planned as part of the 3M Settlement Agreement and would allow Cottage Grove to be a temporary supplier of water to Newport until they either connect to the City of Woodbury or build their own PFAS treatment plant. If Cottage Grove were to become a temporary supplier of water to Newport, a separate agreement would be drafted to cover that situation.

For the Cherrywood and Cherry Meadows developments, Cottage Grove will be a bulk water supplier to Newport, and sell water at our established commercial rates. Area Charges will be paid to Cottage Grove, connection fees will be collected by Newport. A meter will be placed at the city limits, all water infrastructure within Cherrywood and Cherry Meadow will be owned by the respective communities they are located in. Newport will be the service provider for the individual properties and handle all utility billing. Below is a figure showing the development layouts.



Discussion

The City Attorney has drafted a Joint Powers Agreement with the City of Newport to cover this water connection. The agreement was approved by Newport at their April 3, 2025, City Council meeting. The signed agreement is included with this memo for approval. Newport will have a separate JPA with Woodbury to cover the supply of water for the Cherry Meadow development.

Recommendation

Approve the Joint Powers Agreement with the City of Newport for a water system interconnection to supply water to the Cherrywood and Cherry Meadow developments.

**AGREEMENT BY AND BETWEEN
THE CITY OF COTTAGE GROVE AND THE CITY OF NEWPORT RELATING
TO THE EXTENSION OF WATER FROM COTTAGE GROVE INTO NEWPORT AS
PART OF THE NEWPORT DEVELOPMENT KNOWN AS CHERRYWOOD**

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025, (the “Effective Date”) by and between the City of Cottage Grove, a Minnesota municipal corporation, (“Cottage Grove”) and the City of Newport, a Minnesota municipal corporation (“Newport”).

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

**ARTICLE 1
RECITALS**

WHEREAS, Cottage Grove and Newport have determined that certain Newport residents and certain City of Woodbury (“Woodbury”) residents will be connected to the Cottage Grove municipal water system in the Cherrywood subdivision development within the municipal boundary of Newport and the Cherry Meadow subdivision development within the municipal boundary of Woodbury (“Developments”); and

WHEREAS, Newport shall supply water through its connection to the Cottage Grove municipal water system, as contemplated in this Agreement, to residents of Woodbury subject to the terms of a separate joint powers agreement between Newport and Woodbury for water and sewer services (“Newport/Woodbury JPA”); and

WHEREAS, the purpose of this Agreement is to memorialize the arrangement for payment of costs between Newport and Cottage Grove (the “parties”) and establish ownership and responsibility for maintenance of the water for the Developments, pursuant to the powers granted in Minn. Stat. § 471.59.

**ARTICLE 2
TERM AND TERMINATION**

2.1 Term. This Agreement shall be in effect for a period of 30 years from the Effective Date, unless sooner terminated or extended as provide herein. It may be extended upon mutual written agreement of the parties. Failure to terminate the agreement consistent with Section 2.2 shall effect an annual renewal.

2.2 Termination. Either party may terminate this Agreement by providing written notice of the intent to terminate. Notice of termination during the term of this Agreement or the term of any renewal of this Agreement shall specify the effective date of termination, which will not be less than five (5) years following the date of notice, unless otherwise agreed to by the parties in writing.

**ARTICLE 3
USE OF WATER LINE**

3.1 Use Permitted. Cottage Grove agrees to allow Newport to connect to and utilize the Cottage Grove water system for the provision of potable water to properties in the Developments. Connection to Cottage Grove water system shall be made at the location depicted on Exhibit A, attached hereto and incorporated herein by reference. Cottage Grove grants Newport the right and authority to interconnect to the Cottage Grove water system and to permit interconnection with Woodbury as necessary for the provision of potable water from the Cottage Grove water system to residents of Woodbury pursuant to the Newport/Woodbury JPA.

3.2 Ownership. Newport will own, operate, maintain, and replace a water line, a water meter and a vault structure in order to fulfill this Agreement, at no cost to Cottage Grove. The water line shall run to and from a water meter vault structure, which shall have an accessible hatch. A 6-inch compound meter shall be located within the vault structure. The compound meter shall be in accordance with the specifications and standards approved by Cottage Grove. Any plans for replacement of the meter shall be submitted to Cottage Grove for approval. Newport shall be responsible to provide a drivable access to the vault structure for meter reading. Cottage Grove is not responsible for supplying water meters to the properties in the Developments. Newport is responsible for supplying water meters to the properties in the Developments, subject to the terms of the Newport/Woodbury JPA.

3.3 Payment for Use. Cottage Grove commercial and residential water rates will apply at the rate identified in Cottage Grove's approved fee schedule for the year the use is consumed or discharged. Cottage Grove will be responsible for submitting an invoice to Newport monthly for the total usage for that month. Newport shall pay Cottage Grove within 30 days of receipt of the invoice. Cottage Grove shall supply all necessary meter readings to Newport as requested. Newport is responsible for billing all end users in the Developments.

3.4 Maintenance and Communication. Cottage Grove will own, operate, repair, maintain and replace all municipal water lines within its boundaries up to the connection to the Cottage Grove water system as depicted on Exhibit A. Newport will own, operate, repair, maintain and replace all municipal water lines within its boundaries up to the connection to the Cottage Grove water system as depicted on Exhibit A. Subject to the terms of the Newport/Woodbury JPA, however, Newport and Woodbury shall have a pro-rata share of the ownership, operation, repair, maintenance, and replacement of all municipal water lines which are constructed along the municipal boundary between Newport and Woodbury.

Pursuant to the terms and conditions of the Newport/Woodbury JPA, Newport and Woodbury will perform all regular and routine maintenance of their water systems in the Developments within their respective municipal boundaries, such as, but not limited to, hydrant flushing and gate valve exercising. Newport and Woodbury will respond to Gopher One locates for water line locates within Newport and Woodbury, respectively. Newport and Woodbury shall coordinate the operation of gate valves, fire hydrant flushing or residential service issues with Cottage Grove. Newport and Woodbury are responsible for service inspections and consumer service issues and responding to complaints in their respective jurisdictions.

3.5 Area Charges and Connection Fees. Newport agrees to pay Cottage Grove water area charges in full as identified in Cottage Grove's approved fee schedule for the year in which the final plat is received for the Developments. Newport shall keep the connection fees, which will be charged

according to Newport's Fee Schedule. Newport shall notify Cottage Grove when a new connection is proposed to be made to the system.

ARTICLE 4

INDEMNIFICATION AND INSURANCE

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

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

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

ARTICLE 5

GENERAL PROVISIONS

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

5.2 Amendment. This Agreement may be amended by written agreement of the parties.

5.3 Notices. All notices or communications required or permitted pursuant to this Joint Powers Agreement shall be either hand delivered or mailed to Cottage Grove and Newport, certified mail, return-receipt requested, at the following address:

Cottage Grove: City of Cottage Grove
Attention: City Administrator

12800 Ravine Parkway South
Cottage Grove, MN 55016

Newport: City of Newport
Attention: City Administrator
2060 1st Avenue
Newport, MN 55055

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

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

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

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

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

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

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

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

5.11 Severability. The provisions of this Joint Powers Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Joint Powers Agreement is for any reason held

to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Joint Powers Agreement.

[remainder of page intentionally left blank]

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

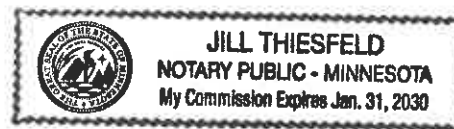
Notary Public

CITY:
CITY OF NEWPORT

By: Laurie D. Elliott
Laurie Elliott
Its Mayor

By: [Signature]
Joe Hatch
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)



On this 17 day of April 2025, before me a Notary Public within and for said County, personally appeared Laurie Elliott and Joe Hatch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of Newport, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

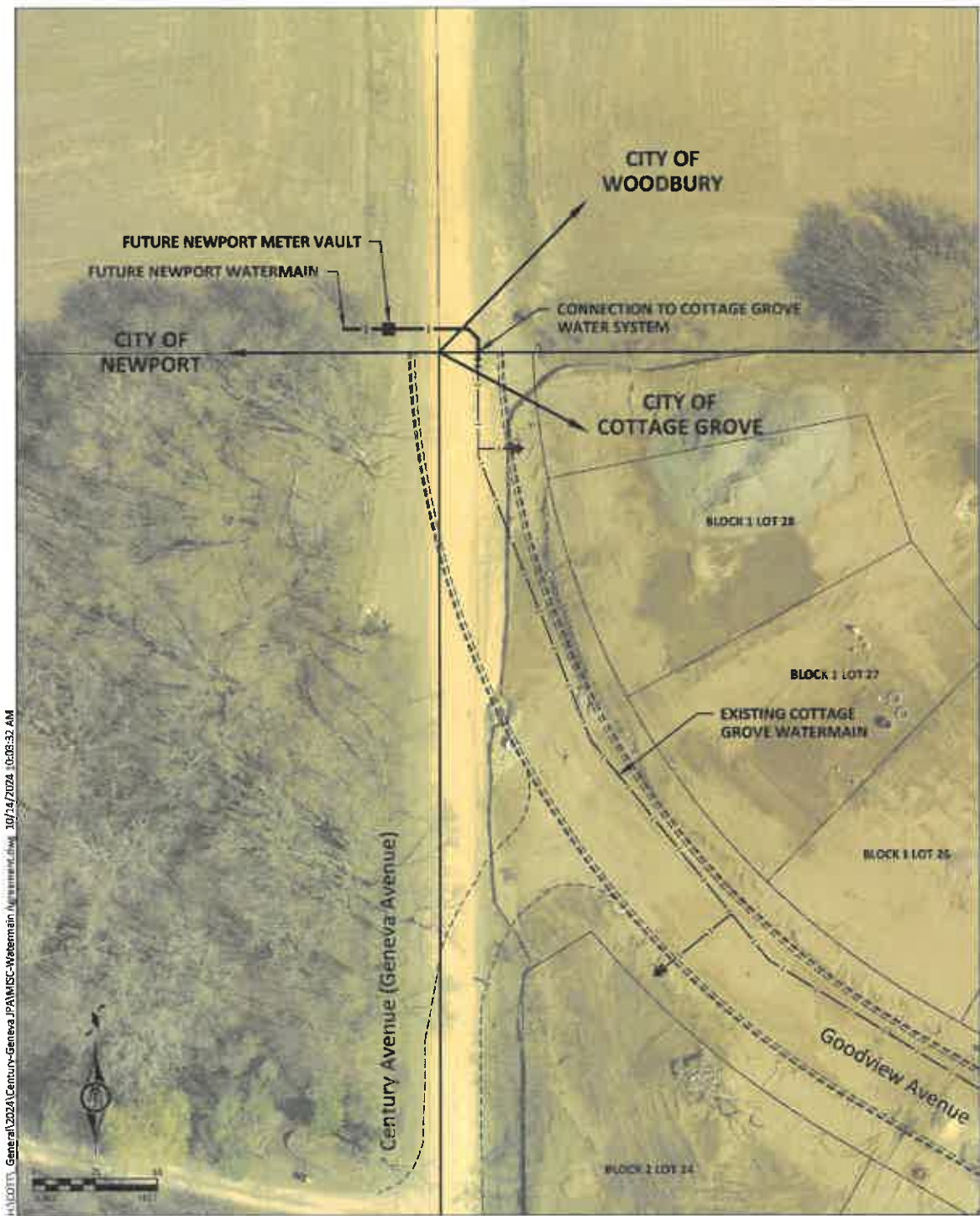
Jill Thiesfeld
Notary Public

EXHIBIT A
CONNECTION TO WATER SYSTEM SITE LOCATION



Cottage Grove/Newport Watermain Extension JPA
City of Cottage Grove

October 2024 **BOLTON & MENK**



H:\COTTON General\2024\Century-Geneva JPA\NISC-Watermain Extension.dwg 10/14/2024 10:08:32 AM

EXHIBIT B



City Council Action Request

7.T.

Meeting Date	5/7/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	6646 96th Street South - Encroachment Agreement				
Staff Recommendation	Approve the Encroachment Agreement for 6646 96th Street South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>6646 96th St S - Memo</td></tr><tr><td>2.</td><td>6646 96th St S - Encroachment Agreement</td></tr></table>	1.	6646 96th St S - Memo	2.	6646 96th St S - Encroachment Agreement
1.	6646 96th St S - Memo				
2.	6646 96th St S - Encroachment Agreement				

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

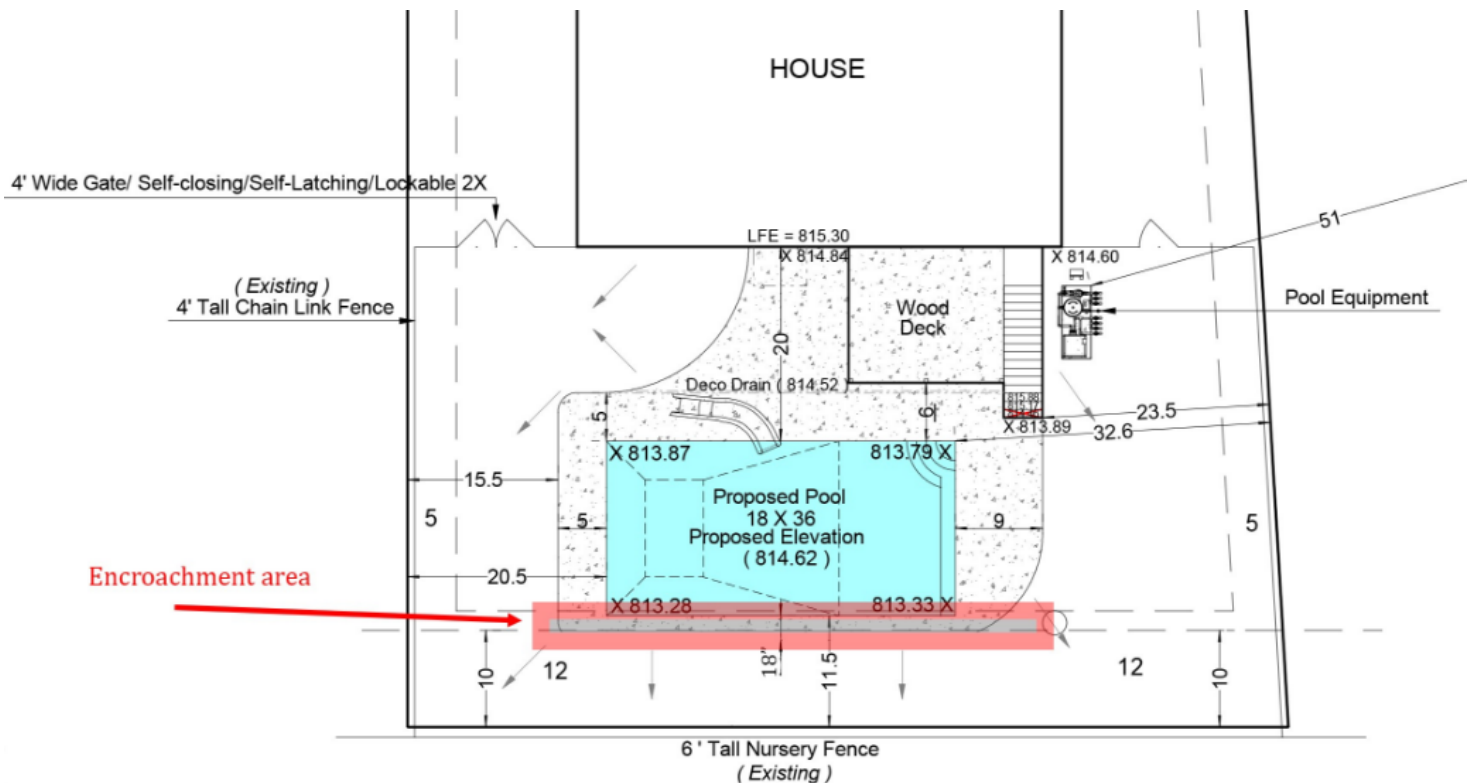
From: Angela Popenhagen, PE, Interim City Engineer

Date: April 24, 2025

Re: 6646 96th Street South – Encroachment Agreement

Background

The City has been working with the property owner at 6646 96th Street South on the proposed installation of a pool in their backyard. The installation of this pool is complicated by a 12-foot drainage and utility easement along their rear property line, which is larger than the typical 10-foot drainage and utility easement. The reason for the wider easement is that when it was platted, a trail was proposed along the rear property line so the easement was widened by 2 feet. The trail has since been re-routed and will no longer utilize this extra width of easement. There also are no swales or drainage pipes within this easement area. The encroachment is 2-feet and maintains the standard 10-foot drainage and utility easement. The property owner has reduced their pool size to minimize the encroachment to 2-feet. The figure below shows the encroachment area.



Discussion

To address the pool encroachment, an Encroachment Agreement has been drafted and signed by the property owner and will be recorded to the property. Without this agreement allowing for the encroachment, it would be flagged by a title company during any future sale of the property.

Recommendation

It is recommended that the City Council approve the Encroachment Agreement for 6646 96th Street South and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

**ENCROACHMENT AGREEMENT RELATING TO LANDOWNER POOL
AND RELATED IMPROVEMENTS ON A PORTION OF 6646 96TH
STREET SOUTH IN THE CITY OF COTTAGE GROVE, WASHINGTON
COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of _____, 2025 by and between the City of Cottage Grove, a Minnesota municipal corporation, and Jared M. Bird and Anna S. Bird, husband and wife.

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Cottage Grove, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means Jared M. Bird and Anna S. Bird, husband and wife, their successors and assigns in interest with respect to the Encroachment Property.

1.4 City Easement. “City Easement” means the City’s drainage and utility easement located on the Encroachment Property and depicted on Exhibit A, attached hereto and incorporated herein.

1.5 Encroachment Property. “Encroachment Property” means the following real property owned by Landowner and located in the City of Cottage Grove, Washington County, Minnesota:

Lot 3, Block 4, Mississippi Dunes Estates Fifth Addition, Washington County, Minnesota.

PID: 19.027.21.42.0053

Abstract Property

1.6 Landowner Improvements. “Landowner Improvements” means Landowner’s pool and related improvements on a portion of the Encroachment Property, as depicted on Exhibit A, attached hereto and incorporated herein.

1.7 Utility Costs. “Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair and maintenance to the City Easement and the placement of improvements in the City Easement. Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of burying any improvements, re-compacting the soils over the City Easement, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowner.

1.8 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for Utility Costs if the Landowner Improvements did not exist.

1.9 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the Utility Costs in light of the existence of the Landowner Improvements. The City’s determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

2.1 Landowner owns the Encroachment Property.

2.2 The Encroachment Property will be developed with Landowner Improvements.

2.3 The City Easement lies within the Encroachment Property.

2.4 The City has established written policies prohibiting certain private encroachments and improvements within drainage and utility easements within the City.

2.5 Landowner is locating the Landowner Improvements within the City Easement.

2.6 Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be installed within the City Easement if the following conditions are met:

- (a) The Landowner maintains the Landowner Improvements.
- (b) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, and maintenance of City Easement and the placement of any additional improvements by Landowner in the City Easement.
- (c) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair and maintain the City Easement or construct or install improvements in the City Easement.

ARTICLE 3 **AGREEMENTS**

3.1 Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the City authorizes the Landowner Improvements to be installed in the City Easement pursuant to Exhibit A. Landowner shall not expand Landowner Improvements further into the City Easement. Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs in the City Easement, except for the Landowner Improvements, without the City's written consent. Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible for Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right to City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement.

3.5 Risk of Loss. Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the City Easement, natural events, or by cause of third parties. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events.

3.6 Landowner to Bear Cost of Relocating Landowner Improvements. The City is responsible for any necessary construction, repair and maintenance of the City Easement for drainage and utility purposes.

The City may require the Landowner, at the expense of the Landowner, to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement for the purpose of inspecting or maintaining the City Easement or adding future improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send a notice to the Landowner and allow the Landowner twenty (20) days from the date of the written notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day written notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such notice if the City's Public Works Department determines that an emergency exists. In such instance, the City, without giving notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement or relating to construction of new improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within thirty (30) days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, 3.7 or 3.8, then the City may certify to Washington County the amounts due as payable with the real estate taxes for the Encroachment Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The charges shall be evenly allocated among

the Encroachment Property. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Encroachment Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Encroachment Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Encroachment Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Encroachment Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.10 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Maintenance of the Landowners Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the City Easement for Landowner Improvements.

3.11 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.12 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.13 Recording. The Landowner shall record this Agreement with the Washington County Recorder against the Encroachment Property and within thirty (30) days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

3.14 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Encroachment Property and shall be binding upon the heirs, successors, administrators and assigns of the parties. The obligations of the Landowner contained in this Agreement are joint and several.

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

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

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

3.18 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.19 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of Cottage Grove Attention: City Administrator 12800 Ravine Pkwy S Cottage Grove, MN 55016
-------------	--

If to Owner:

Jared M. Bird and Anna S. Bird
6646 96th St. S.
Cottage Grove, MN 55016

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page has been intentionally left blank.]

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

CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

ATTEST:

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that the instrument was signed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

LANDOWNER

By: [Signature]
Jared M. Bird

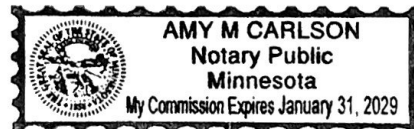
By: [Signature]
Anna S. Bird

STATE OF MINNESOTA)
)
COUNTY OF Dakota)

ss.

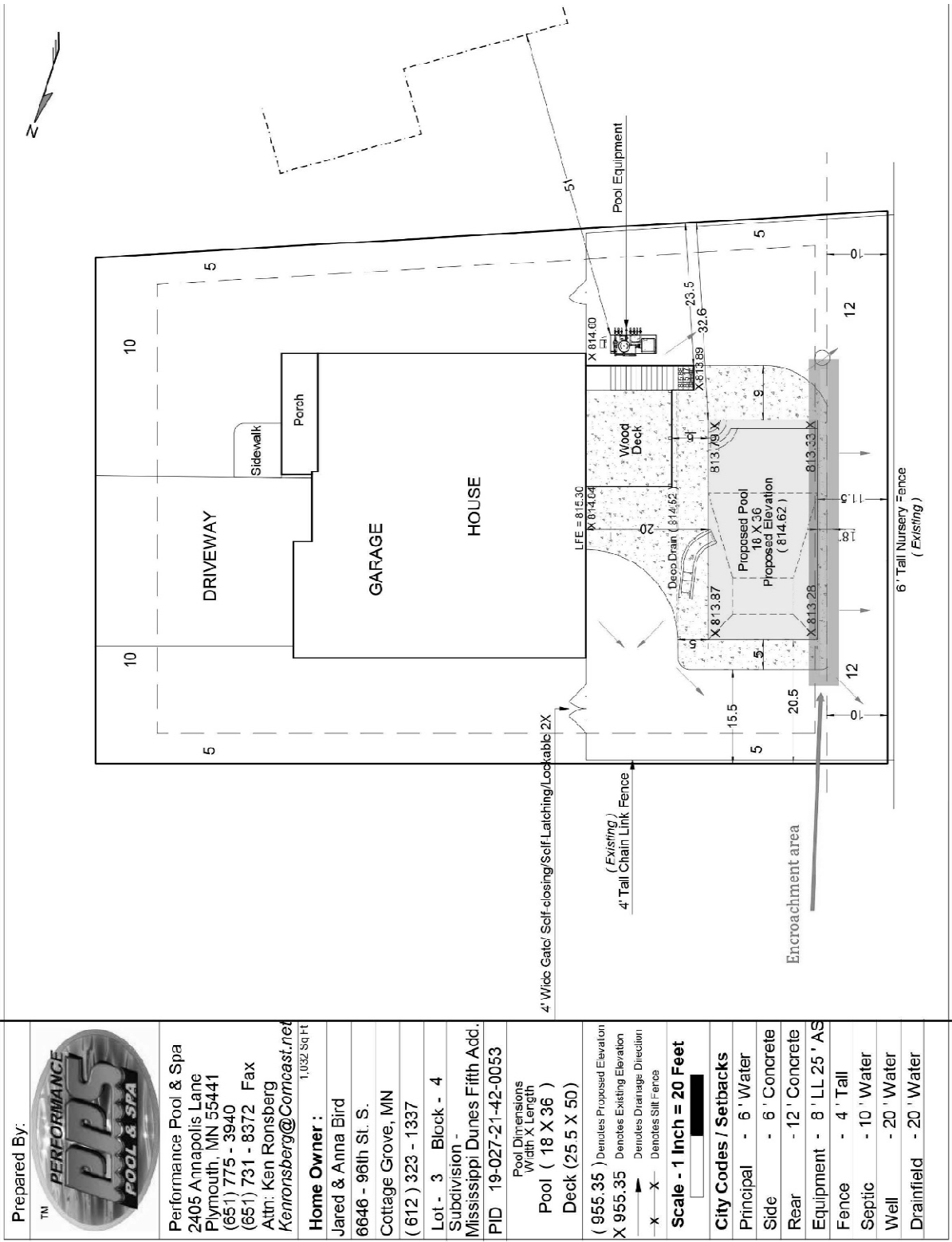
On this 28th day of April, 2025, before me a Notary Public within and for said County, personally appeared Jared M. Bird and Anna S. Bird, husband and wife.

[Signature]
Notary Public



**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**
Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
CITY EASEMENT & LANDOWNER IMPROVEMENT





City Council Action Request

7.U.

Meeting Date	5/7/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	CCIP Grant Acceptance				
Staff Recommendation	Approve the South Washington Watershed District (SWWD) Coordinated Capital Improvement Program (CCIP) agreement for the Salt Spreader Controls Upgrade Project in the amount of \$102,500.				
Budget Implication	\$205,000 - \$102,500 in grant funds, \$102,500 in snowplowing funds paid for by salt reduction budget savings.				
Attachments	<table><tr><td>1.</td><td>2025 SWWD CCIP Memo</td></tr><tr><td>2.</td><td>Cottage Grove Salt Spreader Controls Upgrade</td></tr></table>	1.	2025 SWWD CCIP Memo	2.	Cottage Grove Salt Spreader Controls Upgrade
1.	2025 SWWD CCIP Memo				
2.	Cottage Grove Salt Spreader Controls Upgrade				



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

From: Joe Fox, Project Engineer

Date: April 29, 2025

Re: Accept 2025 South Washington Watershed District Coordinated Capital Improvement Program Grant

Background

Each year the South Washington Watershed District (SWWD) accepts applications for grant funding through their Coordinated Capital Improvement Program (CCIP). This program provides funding to local government units for water quality improvement projects. CCIP grants typically cover 50 percent of actual project costs. In 2025, the City of Cottage Grove submitted three grant applications and was awarded funding for one.

Discussion

The 2025 CCIP grant was awarded for the purchase of more sophisticated salt spreader controllers and salt monitoring equipment for our snowplow fleet. Currently, City plow trucks employ a salt spreading system that is still functional but outdated.

The project entails installing upgraded salt spreader controls on all 14 City snowplow trucks. The new system has more precise application rates based on road temperature so less salt will be used. The new controls and programming are produced by Force America; the specific system is the 6100 series. Rather than slowly upgrade to a new system as trucks are replaced, the City will install the new system on the entire existing fleet at once.

This grant helps the City achieve its goals of using less salt while maintaining the same level of service on City roads during and after winter snowstorms. Salt melts ice but has deleterious impacts on local wetlands, lakes, and rivers. Salt negatively affects the entire ecosystems within water bodies.

Over the past 5 years, City staff have emphasized the reduction of salt usage during snowplow operations. By making small changes to our salting procedures, the City has not increased salt application rates even though the plow miles have increased from 497 to 535 over this period.

In an average winter, the City currently uses approximately 3,000 tons of road salt. The new system will reduce road salt usage. By increasing the number of programmed salt application rates from five (in the existing system) to ten, the application rate will increase in smaller increments. It is estimated that this will reduce salt usage by 200 pounds per lane mile. A secondary benefit of the new system will be better tracking of salt usage in Cottage Grove. Staff will be able to see real time salt usage for each plow truck and obtain more comprehensive

usage information after each storm. As Cottage Grove looks to continue to reduce salt usage, this type of tracking and reporting information will be critical to determine the effectiveness of future chloride reduction projects.

This project will be implemented before December 31st, 2027. It will be discussed during the 2026-2027 budget process.

CCIP Project Cost Breakdown:

Project	Maximum CCIP Grant	Approximate City Cost	Approximate Total Project Cost
Salt Spreader Controls Upgrade Project	\$ 102,500	\$ 102,500	\$ 205,000

Recommendation

It is recommended that the City Council approve the South Washington Watershed District (SWWD) Coordinated Capital Improvement Program (CCIP) agreement for the Salt Spreader Controls Upgrade Project in the amount of \$102,500.



2025 COORDINATED CAPITAL IMPROVEMENT PROGRAM CONTRACT

General Information (to be completed by SWWD)

Organization SWWD	Contract Number CCIP2025-002	Other federal or other state funds? Yes ☐ No ☒	Amendment ☐ Board meeting date(s) _____	Canceled ☐ Board meeting date: _____
----------------------	---------------------------------	--	---	--

*If contract amended, attach amendment form(s) to this contract.

Organization/Contact

Organization City of Cottage Gove			
Contact Person Ryan Burfeind	Address 8635 West Point Douglas Rd S	City/State Cottage Grove, MN	Zip code 55016
Email rburfeind@cottagegrovemn.gov		Phone 651-458-2899	

Project Location

Address 8635 West Point Douglas Rd S	City/State Cottage Grove, MN	Zip code 55016
---	---------------------------------	-------------------

Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- SWWD's Coordinated Capital Improvement Program is a reimbursement program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
- The Applicant's winter maintenance staff shall register for, take part in, and receive Level 1 certification through the Minnesota Pollution Control Agency (MPCA) Smart Salting Program (<https://www.pca.state.mn.us/smart-salting-training>), or SWWD-approved equivalent, prior to requesting or receiving reimbursement from SWWD under this program. The Applicant is encouraged to pursue Level 2 Smart Salting certification as an organization using MPCA's web-based Smart Salting Tool.
- If the total project cost changes upon receipt of a qualified bid or requested change order, requested changes to the grant amount must be approved by the SWWD Board prior to any expenses being incurred to be eligible for reimbursement. If the Board approves, the District will provide an amended agreement and contract amount prior to commencing work on the project. The SWWD will not accept increased project cost after work has commenced, expenses have been incurred, or the project has been completed.
- The Applicant is responsible for full establishment, operation and maintenance of all practices, projects and/or equipment implemented and/or placed into service under this program to ensure that the conservation objective of the project is met and the effective life, **a minimum of 10 years from the date the equipment is first placed into service**, is achieved.
- Should the Applicant fail to operate and maintain the practices, projects and/or equipment during their effective life, the Applicant is liable to the South Washington Watershed District for an amount up to 100% of the amount of financial assistance received to install and establish the practices, projects and/or equipment unless the failure was caused by reasons beyond the Applicant's control, or if conservation practices are applied or equipment is purchased and placed into service at the Applicant's expense that provide equivalent protection of the soil and water resources.
- This contract, when approved by the SWWD board, will remain in effect unless canceled by mutual agreement. Practices, projects and/or equipment will be implemented and/or placed into service no later than **December 31, 2027** unless this contract is amended by mutual consent to reschedule the work and funding. SWWD Staff may execute amendments to extend the deadline on behalf of the SWWD Board of Managers.

7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by SWWD as practical and reasonable. The SWWD Board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The Applicant's signature indicates agreement to:

1. Grant the District's representative(s) access to the parcel(s) where the conservation practice will be located.
2. Obtain any/all permits required in conjunction with the installation and establishment of the practice and/or project prior to starting construction of the same, or operation of the equipment purchased.
3. Be responsible for the operation and maintenance of all projects, practices and/or equipment funded under this program in accordance with an operation and maintenance plan prepared by the organization's technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of 100% percent of the total cost to implement the practice and/or project, or complete the equipment purchase, and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date	Organization's Authorized Representative
------	--

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is Winter Maintenance & De-Icing

Practice standards or eligible component(s) Equipment Purchase: Salt Spreader Controls Upgrade (Fleet)	Engineered Practice (☐ yes or ☒ no) Ecological practice (☐ yes or ☒ no)	Total Project Cost Estimate \$205,000
--	--	---

The estimated benefits of this project are:

Total Phosphorus Captured N/A	TSS Captured N/A	Runoff Volume Reduction N/A
---	----------------------------	---------------------------------------

Technical Assessment and Cost Estimate

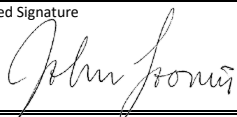
I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date 3/7/25	Technical Representative /s/ Ryan Burfeind (via application)
-----------------------	--

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following financial assistance, the total of which is not to exceed the smaller of 50% of the SWWD-approved final total project cost above, or the amount listed below.

\$ **\$102,500** from **2025 CCIP (SWW)**
Enter program name and fiscal year
\$ _____ from _____
Enter program name and fiscal year

Board Meeting Date 4/8/25	Authorized Signature 	Total Amount Authorized \$102,500
-------------------------------------	---	---



City Council Action Request

7.V.

Meeting Date 5/7/2025

Department Public Works

Agenda Category Action Item

Title Public Works Concrete Quote & Service Agreement

Staff Recommendation Adopt resolution 2025-066 awarding the Public Works Concrete Services Contract to Frank Zamora's Concrete and authorize the service agreement between Frank Zamora's Concrete and the City of Cottage Grove.

Budget Implication \$80,000 budget allocation - Roadway Maintenance Fund

Attachments

1.	Council Memo-Concrete Services
2.	Resolution Public Works Concrete Services
3.	Service Agreement Public Works Concrete Services



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Gavin Hochstetler, Management Analyst
Date: May 7, 2025
Subject: Public Works Concrete Services Contract

Introduction/Background

Roadway and trail maintenance is essential in creating safe city infrastructure. Each year, in accordance with city standards, concrete work is completed in the right of way to help maintain the city's impervious surfaces. Areas addressed when using concrete services are curb and gutter, pedestrian ramps, sidewalk panels, valley gutters, and colored/stamped concrete.

Discussion

A request for proposals for this project was distributed to two concrete companies. The following proposals were received:

	Frank Zamora's Concrete	KC Gustafson Construction Co Inc.
Remove and Replace Sidewalk Panels	\$22.65 sq ft	\$23 sq ft
Remove and Replace Pedestrian Ramps	\$26.50 sq ft	\$30 sq ft
Remove and Replace Section of Curb and Gutter	\$75 lineal ft	\$75.50 lineal ft
Remove and Replace Valley Gutter	\$23.85 sq ft	\$24 sq ft
Colored and Stamped Concrete	\$29.50 sq ft	\$30 sq ft

Budget Implications

A budgetary amount of \$80,000 has been allocated within the Roadway Maintenance Fund to support the needs of this program.

Staff Recommendation

Adopt resolution 2025-066 awarding the Public Works Concrete Services Contract to Frank Zamora's Concrete and authorize the service agreement between Frank Zamora's Concrete and the City of Cottage Grove.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-066

**RESOLUTION AWARDING THE PUBLIC WORKS CONCRETE SERVICES
CONTRACT TO FRANK ZAMORA'S CONCRETE**

WHEREAS, quotes were requested to provide the necessary work for the Public Works Concrete Services Contract according to City standards; and

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

WHEREAS, two firms submitted quotes; and

WHEREAS, it appears that Frank Zamora's Concrete provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the City Public Works Director that the quote be awarded to Frank Zamora's Concrete

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Public Works Concrete Services Contract be awarded to Frank Zamora's Concrete.

Passed this 7th day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES

Public Works Concrete Services

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 20____, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Frank Zamora's Concrete, PO Box 150, St. Paul Park, MN 55071("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated February 18, 2025, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibit.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

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

4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

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

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

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

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

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

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

12. INDEMNIFICATION.

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

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

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

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

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

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

If to City: City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attention: Gary Orloff

Or emailed: gorloff@cottagegrovemn.gov

If to Contractor: Frank Zamora's Concrete
PO Box 150
St. Paul Park, MN 55071

Or emailed: office@frankzamorasoncrete.com

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

17. RESPONSIBLE CONTRACTOR.

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

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

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

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: 

Name: Jason Zamora

Its: Frank Zamora's Concrete

Date: 4/14/2025

Exhibit A

FRANK ZAMORA'S CONCRETE

P O Box 150

St. Paul Park, MN 55071

(651)458-9461

office@frankzamorascconcrete.com



Estimate

ADDRESS

Gary Orloff

City of Cottage Grove Streets

8635 W Point Douglas Road

Cottage Grove, MN 55016

ESTIMATE # 4003

DATE 02/18/2025

ACTIVITY	QTY	RATE	AMOUNT
Services	1	0.00	0.00

Frank Zamora's Concrete 2025 Prices

Remove and replace sidewalk panels: \$22.65 sq. ft.

Remove and replace pedestrian ramps:
\$26.50 sq. ft.

Remove and replace section of curb and gutter:
\$75.00 lineal ft.

Remove and replace valley gutters: \$23.85 sq. ft.

Colored and stamped concrete: \$29.50 sq.

(Note: Winona style curb for pedestrian ramps may incur additional fees)

TOTAL

\$0.00

Accepted By

Accepted Date



City Council Action Request

7.W.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title 2026 Pavement Management - Isle Ave ROW

Staff Recommendation Approve the MOU for Isle Avenue Right of Way.

Budget Implication \$77.02 - Road Maintenance

Attachments

1.	Isle Ave ROW - Memo
2.	Isle Ave ROW - MOU



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: April 30, 2025

Re: 2026 Pavement Management – Isle Avenue ROW

Background

On December 18, 2024 City Council authorized preparation of the Feasibility Report for the 2026 Pavement Management project. The project is located in portions of Woodridge Park Addition, Thompson Grove Estates 11th Addition, Pinetree Pond Townhouses 1st Addition, and Cottage Grove Commercial Addition.

Work on the feasibility report uncovered a unique situation with a parcel of land within the project limits. A sliver of land, currently being utilized as City ROW, had a separate tax ID number and was owned by a private party.

Discussion

The private landowner agreed to deed the property to the City in exchange for a reimbursement of the City's portion of property taxes that had been collected for this property since its purchase. The amount of tax collected was \$77.02.

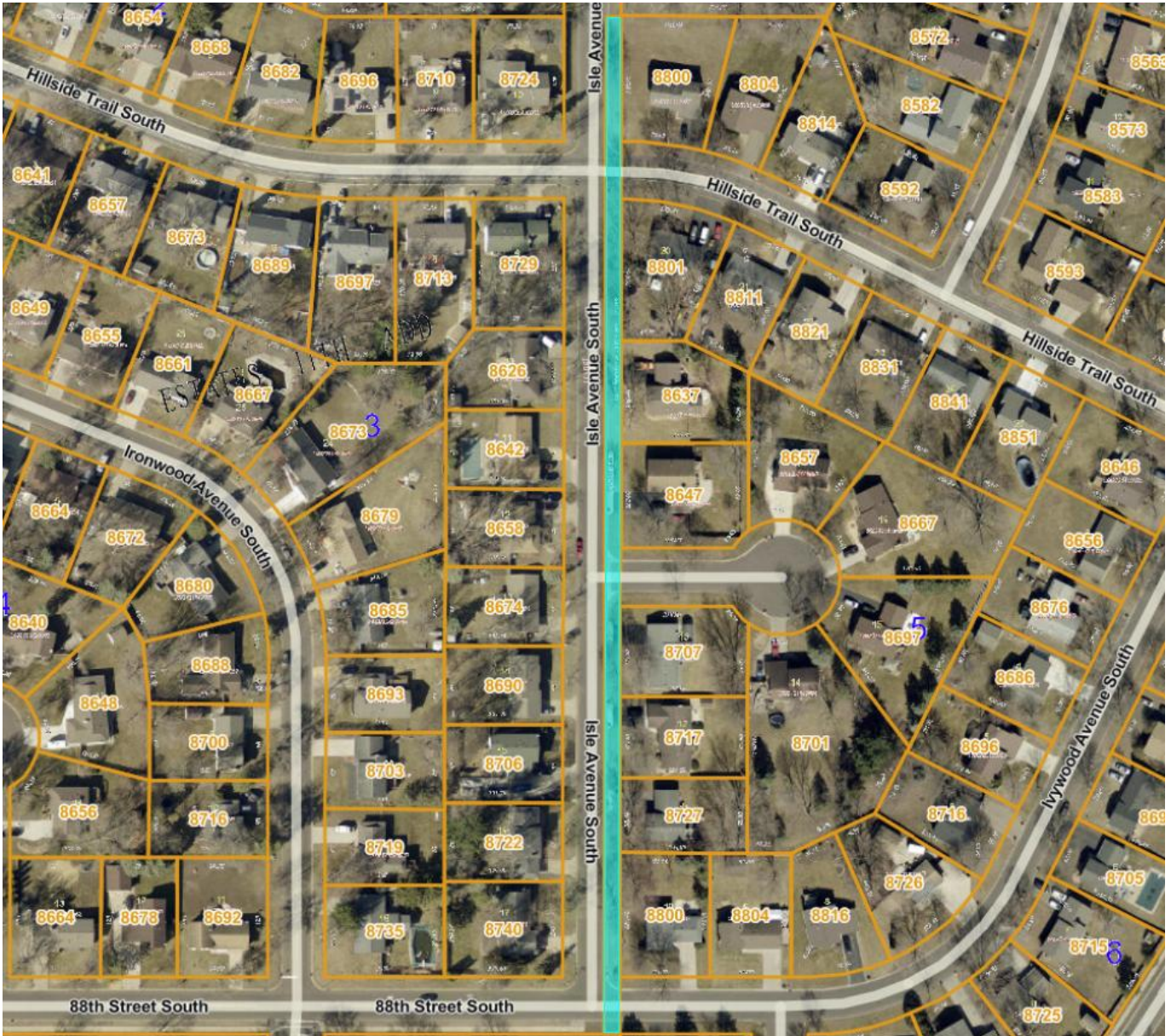


Figure 1 - Isle Avenue Private Property

Recommendation

It is recommended the City Council approve the MOU for Isle Avenue Right of Way.

Attachments

Isle Avenue Right of Way Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BONANZA GROVE LLC AND
THE CITY OF COTTAGE GROVE

On this ____ day of ____, 2025, Bonanza Grove LLC (“Owner”), Owner of property located in the City of Cottage Grove, County of Washington, and State of Minnesota identified as Parcel Identification Number: 1602721420106 (“Property”), did execute and deliver a deed for the Property to the City of Cottage Grove (“City”).

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is undergoing the 2026 Payment Improvement Project (“Project”). The Owner understands that the Property is included in the Project and that it is currently encumbered by City’s right of way infrastructure, including a roadway.
2. That in full compensation for the conveyance of said property rights, City shall pay the Owner the sum of **Seventy-Seven Dollars and Two Hundredths Cents (\$77.02)** for the City’s portion of the property taxes collected since Owner purchased the Property.

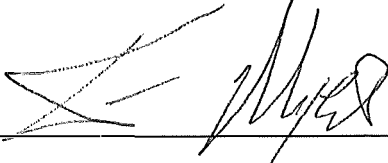
Owner understands that payment by the City must await City Council approval. The payment of **Seventy-Seven Dollars and Two Hundredths Cents (\$77.02)** shall be made to Owner within 30 days of Council approval.

3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Temporary Construction Easement dated 20 day of March, 2025 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

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

BONANZA GROVE LLC:



By: Daniel Myers
Its: owner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

On this 11 day of April, 2025, before me a Notary Public within and for said County, personally appeared Daniel Myers, to me personally known, who being by me duly sworn, did say that he/she is the owner of Bonanza Grove LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of the corporation and acknowledged said instrument is the free act and deed of said corporation.





Notary Public

CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this__ day of ___, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public



City Council Action Request

7.X.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title 2025 Televising and Cleaning Project Quote Award

Staff Recommendation Adopt Resolution 2025-070 awarding the 2025 Televising and Cleaning Project to the accepted quote supplied by Pipe Services in the amount of \$32,371.41, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Budget Implication \$32,371.41 - Sanitary Sewer and Stormwater Funds

Attachments

1.	Televising Quote Award Memo
2.	2025 Televising and Cleaning Quote Tab
3.	Televising Quote Award Resolution
4.	2025 Televising & Cleaning - Agreement for Contractor Services
5.	Pipe Services - Exhibit A



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

From: Genevieve Tester, EIT, Graduate Engineer

Date: April 29, 2025

Re: 2025 Televising and Cleaning Project Quote Award

Background

On December 18, 2024, the City Council authorized a feasibility report for the 2026 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 summer prior to the year of the project. As such, quotes for the televising and cleaning of the 2026 Pavement Management project area were received.

Discussion

The area planned for pavement management in 2026 includes approximately 4,405 feet of storm sewer and 11,784 feet of sanitary sewer—965 feet of which is a 24” trunk sanitary sewer line that requires a different method of televising. This is elaborated in section 1b. of the proposal. 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>
Pipe Services	\$32,371.41
American Environmental LLC	\$42,032.05
Visu-Sewer, LLC	\$50,001.80
Hydro-Klean, LLC	\$68,881.52

The low quote for the project was provided by Pipe Services in the amount of \$32,371.41.

Recommendation

It is recommended the City Council adopt Resolution 2025-070 awarding the 2025 Televising and Cleaning Project to the accepted quote supplied by Pipe Services in the amount of \$32,371.41, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.



Project Name: 2025 Cleaning & Televising of Sanitary & Storm Sewer Systems

Quote Opening: Tuesday, April 29, 2025, at 9 AM

QUOTE TABULATION				Quote No. 1		Quote No. 2		Quote No. 3		Quote No. 4	
Item				Pipe Services		American Environmental LLC		Visu-Sewer, LLC		Hydro-Klean, LLC	
Number	Item	Units	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE QUOTE										
1	Sanitary Sewer Cleaning & Televising	LF	10,819	\$ 1.69	\$ 18,284.11	\$ 1.95	\$ 21,097.05	\$ 2.20	\$ 23,801.80	\$ 2.63	\$ 28,453.97
2	Storm Sewer Cleaning & Televising	LF	4,405	\$ 1.98	\$ 8,721.90	\$ 3.00	\$ 13,215.00	\$ 4.25	\$ 18,721.25	\$ 5.00	\$ 22,025.00
3	24" Trunk Sanitary Cleaning & Televising	LF	965	\$ 5.56	\$ 5,365.40	\$ 8.00	\$ 7,720.00	\$ 7.75	\$ 7,478.75	\$ 19.07	\$ 18,402.55
	TOTAL BASE QUOTE				\$ 32,371.41		\$ 42,032.05		\$ 50,001.80		\$ 68,881.52
Contractor Name and Address:				Pipe Services		American Environmental LLC		Visu-Sewer, LLC		Hydro-Klean, LLC	
				16281 Baseline Avenue Shakopee, MN 55379		8925 County Road 43 Chaska, MN 55318		19587 Tamarack Street NW Oak Grove, MN 55011		333 NW 49th Place Des Moines, IA 50313	

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-070

**RESOLUTION AWARDING THE 2025 TELEVISIONING AND CLEANING PROJECT TO
PIPE SERVICES IN THE AMOUNT OF \$32,371.41.**

WHEREAS, quotes were requested to provide the necessary work for the 2025
Televising and Cleaning Project; and

WHEREAS, four firms submitted quotes; and

WHEREAS, it appears that Pipe Services provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be
awarded to Pipe Services in the amount of \$32,371.41

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage
Grove, County of Washington, State of Minnesota, that the 2025 Televising and Cleaning
Project quote be awarded to Pipe Services in the amount of \$32,371.41 and the
appropriate officials are hereby authorized to sign all necessary documents to effectuate
these actions.

Passed this 7th day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
2025 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 Pipe Services, 16281 Baseline Avenue, Shakopee, Minnesota 55379 (“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 April 4, 2025, 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 \$32,371.41 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** 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 **Ryan Mergen** 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 \$2,000,000 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 \$2,000,000 for each person and \$2,000,000 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: Jennifer Levitt

Or emailed: jlevitt@cottagegrovemn.gov

If to Contractor: Pipe Services
16281 Baseline Avenue
Shakopee, MN 55379
Attention: Ryan Mergen

Or emailed: info@pipe-services.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: Ryan Mergen

Date: April 30, 2025

Name: Ryan Mergen

Its: CEO



April 4, 2025

2025 Televising and Cleaning
City of Cottage Grove

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that quotes will be received by the City of Cottage Grove until **9:00 a.m. Tuesday, April 29th, 2025**, at the Cottage Grove City Hall; 12800 Ravine Parkway South, Cottage Grove, MN 55016. Work to be completed includes, but is not limited to, the following tasks:

- Jetting/cleaning and televising sanitary and storm sewer pipes.

Quotes for the estimated quantities must be submitted on the Quote Form provided herein. Work shall be completed in accordance with the Specifications provided herein. The Contractor will be required to enter into the City of Cottage Grove Agreement for Contractor Services.

No quotes may be withdrawn for a period of 30 days after the date and time set for the opening of quotes. In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Quotes are due to Genevieve Tester at the Cottage Grove City Hall via one of the following:

Email: gtester@cottagegrovemn.gov

Mail: 10875 Ideal Avenue S, Cottage Grove MN, 55016

For more information on the project, contact Genevieve Tester at 651-458-2829.

2025 Cleaning & Televising of Sanitary & Storm Sewer Systems

**Cottage Grove 2026 Pavement Management Area – Pinetree Pond Townhouses,
Woodridge Park 1st Addition, and Thompson Grove Estates 11th Addition**

Approximate Lengths:

Sanitary Sewer – 11,784 LF

Storm Sewer – 4,405 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"	1,736
9"	8,144
15"	200
18"	739
24"*	965*

*See Minimum Specifications for Cleaning and Televising Sanitary and Storm Sewer Section

Storm Sewer Cleaning & Televising - Pipe Diameter	Length (LF)
12"	322
15"	1077
18"	160
21"	286
24"	72
27"	351
36"	1212
48"	218
60"	706

2025 Cleaning & Televising of Sanitary & Storm Sewer Systems

Cottage Grove 2026 Pavement Management Area – Pinetree Pond Townhouses,
Woodridge Park 1st Addition, and Thompson Grove Estates 11th Addition

QUOTE FORM

	Price Per Foot	Length (LF)	Total
Sanitary Sewer Cleaning & Televising	\$ 1.69	10,819	\$ 18,284.11
Storm Sewer Cleaning & Televising	\$ 1.98	4,405	\$ 8,721.90
24" Trunk Sanitary Cleaning & Televising*	\$ 5.56	965*	\$ 5,365.40
Project Total			\$ 32,371.41

*See Minimum Specifications for Cleaning and Televising Sanitary and Storm Sewer Section 1.b.

Pipe Services _____ (a corporation)
Name _____ (an individual)
_____ (a partnership)

16281 Baseline Avenue _____
Street Address
Shakopee, MN 55379

City, State, Zip Code
952-445-3173

Telephone

Signature

18APR2025
Date

Ryan Mergen
Name

CEO
Title

2025 Cleaning & Televising of Sanitary & Storm Sewer Systems

**Cottage Grove 2026 Pavement Management Area – Pinetree Pond Townhouses,
Woodridge Park 1st Addition, and Thompson Grove Estates 11th Addition**

Minimum Specifications for Cleaning and Televising Sanitary and Storm Sewer

1. Reference Specification:

- a. 33 08 30 – Commissioning of Sanitary Sewerage Utilities ([2025-Cottage-Grove-Standard-Specifications---PDF](#))
- b. 24” Trunk Sanitary Cleaning & Televising: Sanitary sewer bypass of this pipe is not feasible for this project. Because this is a large diameter pipe which typically flows 2/3 full, dewatering, televising, and cleaning shall be performed as follows:
 - i. Work shall take place on the pipes identified as “Dewater, Clean, and Televis” between the hours of 11:00 pm and 5:00 am.
 - ii. Dewatering shall consist of hydro-jetting the pipe to push flows downstream. The televising camera shall follow immediately behind the jetter to capture the displaced area in order to see more of the pipe surface.

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.

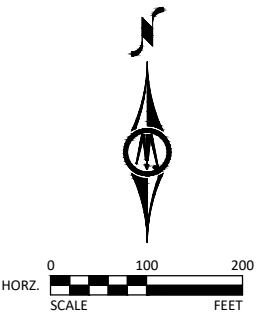
6. Deliverables:

- a. Televising:
 - i. Televising report in PDF format.

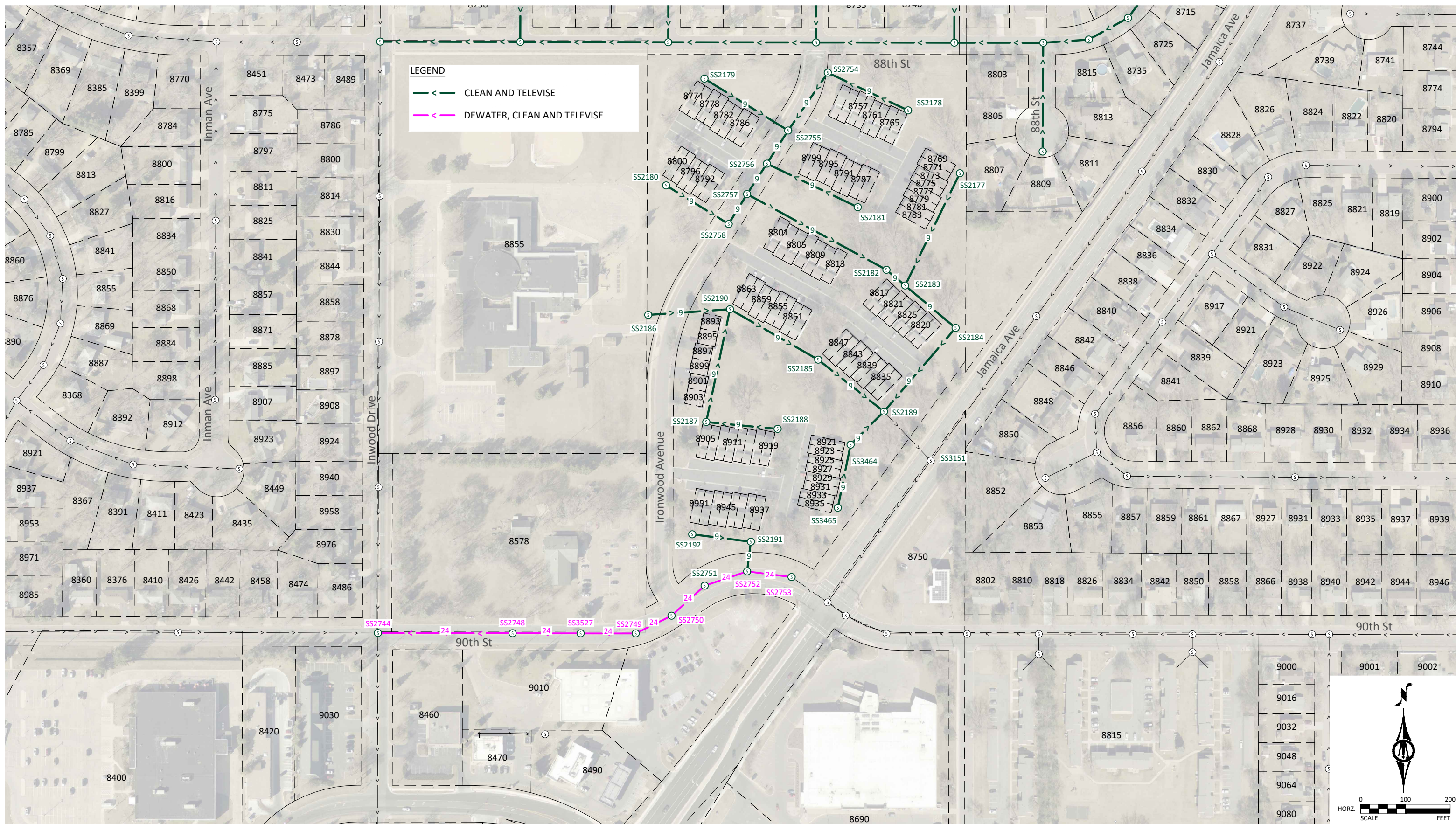
Digital televising video on portable hard drive or cloud-based file transfer.

7. Schedule:

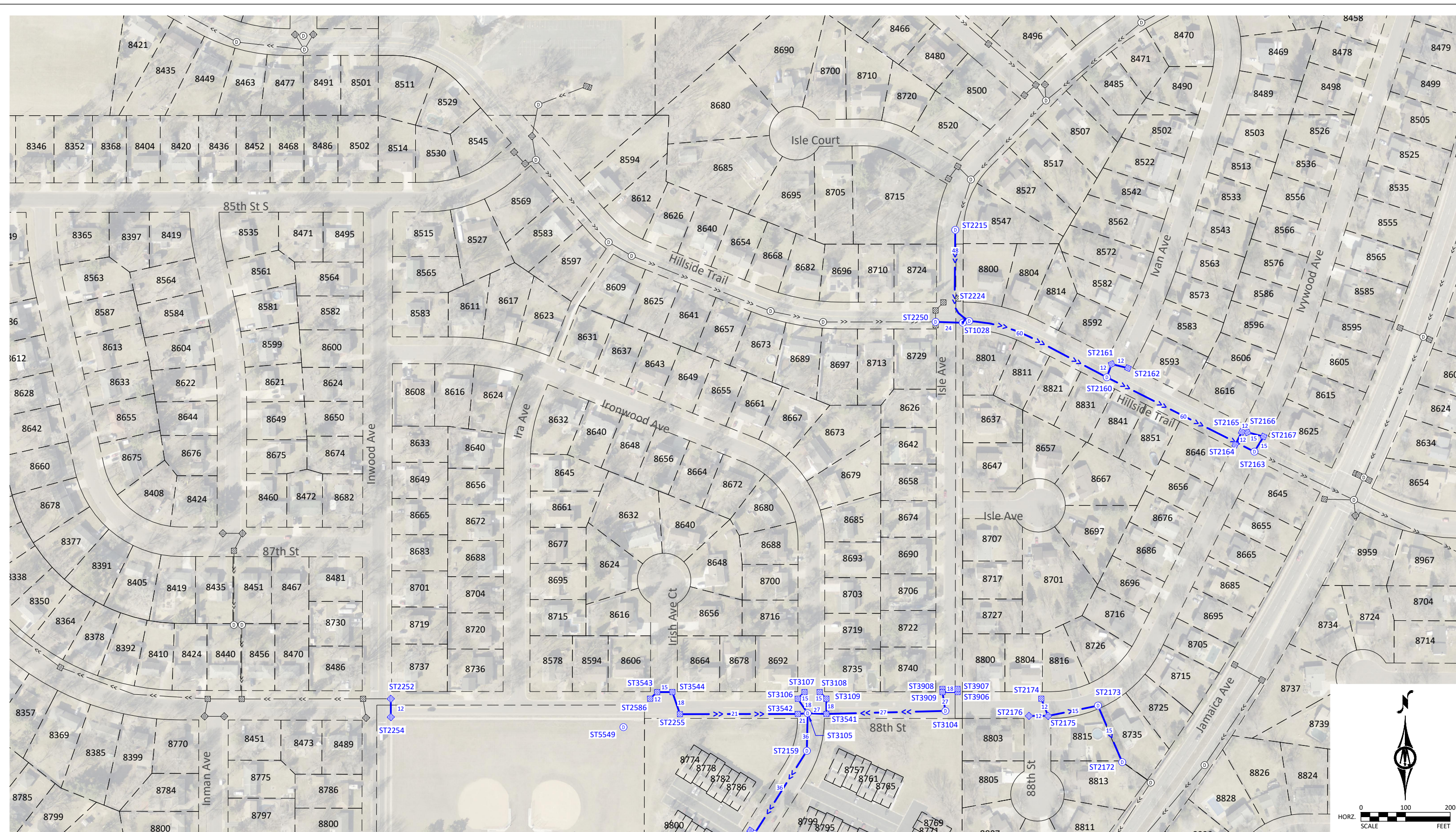
- a. Cleaning and televising of storm and sanitary sewers shall be completed, and televising videos and reports shall be received by City staff, no later than **Friday, August 29, 2025**.
- b. **If the proposed schedule would preclude your company from submitting a quote, please indicate an alternative 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.

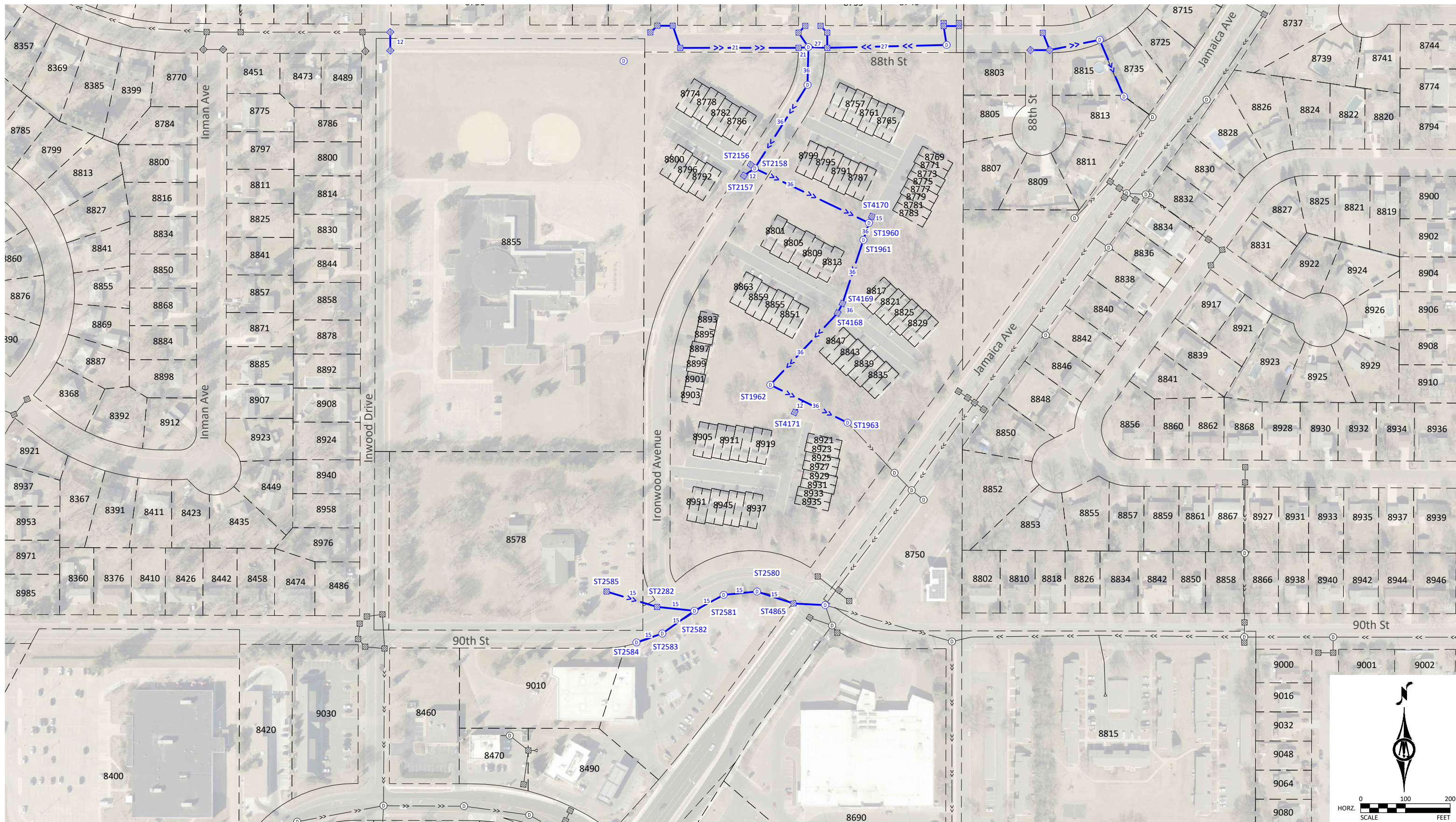


H:\COTT\24X137045000\CAD\C3D\Televising Figures\FIGR-137045-Existing Utilities.dwg 4/4/2025 4:41:40 PM



H:\COTT\24X137045000\CAD\C3D\Televising Figures\FIGR-137045-Existing Utilities.dwg 4/4/2025 4:41:49 PM







City Council Action Request

7.Y.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title 2025 Joint Services Street Striping Project – Quote Award

Staff Recommendation Adopt Resolution 2025-069 awarding the 2025 Joint Services Street Striping Project to the lowest accepted quote supplied by Sir Lines-A-Lot, LLC in the amount of \$77,931.62, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Budget Implication \$77,931.62 - Signs Budget (Cost share between St. Paul Park, Newport, and Cottage Grove)

Attachments

1.	2025 Street Striping Quote Memo
2.	2025 Striping Quote Award Resolution
3.	2025 Joint Street Striping Service Agreement Pg8 Signed
4.	SLAL Proposal



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

From: Genevieve Tester, EIT, Graduate Engineer

Date: April 25, 2025

Re: 2025 Joint Services Street Striping Project – Quote Award

Background

Each year, the City of Cottage Grove partners with surrounding communities in the contracting and completion of striping services on city streets. The street striping contract is administered and coordinated by the City of Cottage Grove. This year, the Cities of Newport and St. Paul Park have partnered with the City of Cottage Grove on the Joint Services Street Striping Project.

Discussion

After soliciting for quotes, the City of Cottage Grove received one Joint Services Street Striping quote. The results of which follow:

<u>Contractor</u>	<u>Quoted Amount</u>
Sir Lines-A-Lot, LLC	\$77,931.62

The low quote for the project was provided by Sir Lines-A-Lot, LLC in the amount of \$77,931.62. Of the project costs, \$69,764.23 is for Cottage Grove, \$4,964.11 is for Newport, and \$3,203.28 is for St. Paul Park. Per the terms of the Joint City Services Agreement, Newport and St. Paul Park will also pay a 6% contract administration fee.

Recommendation

It is recommended the City Council adopt Resolution 2025-069 awarding the 2025 Joint Services Street Striping Project to the lowest accepted quote supplied by Sir Lines-A-Lot, LLC in the amount of \$77,931.62, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-069

**RESOLUTION AWARDING THE 2025 JOINT SERVICES STREET STRIPING
PROJECT TO SIR LINES-A-LOT LLC IN THE AMOUNT OF \$77,931.62**

WHEREAS, the City of Cottage extended invitations to surrounding cities to participate in the joint purchase of street striping services; and

WHEREAS, the City of Newport and City of St. Paul Park agreed to participate with Cottage Grove in the purchase of street striping services; and

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

WHEREAS, one firm submitted a quote; and

WHEREAS, it appears that Sir Lines-A-Lot LLC provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be awarded to Sir Lines-A-Lot LLC in the amount of \$77,931.62.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Joint Services Street Striping Project be awarded to Sir Lines-A-Lot LLC in the amount of \$77,931.62.

Passed this 7th day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
2025 Joint Services Street Striping Project

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Sir Lines-A-Lot LLC, 7175 Cahill Rd, Edina, MN 55439 ("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 March 18, 2025, incorporated herein as Exhibit 1;

(Hereinafter "Exhibits.")

- 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 7 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 Seventy-Seven Thousand, Nine Hundred and Thirty-One Dollars and Sixty-Two Cents. (\$77,931.62), and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. BONDS. If the Contract Sum exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all Contract obligations, including without limitation warranty obligations, and of all payment of obligations arising under the Contract. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
- 5. TERMINATION AND REMEDIES.
 - a. Termination for Convenience. This Agreement may be terminated by the City upon 30 days' written notice delivered to the Contractor at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the

Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, 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 \$2,000,000 for each person and \$2,000,000 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 Cities of Cottage Grove, St. Paul Park, and Newport 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: Jennifer Levitt

Or e-mailed: jlevitt@cottagegrovemn.gov

If to Contractor: Sir Lines-A-Lot LLC
7175 Cahill Rd
Edina, MN 55439
Attention: Chaise VanOverbeke

Or emailed: chaise.vanoverbeke@linesalot.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. 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: Ch. VanOverbeke

Name: Chaise VanOverbeke

Date: 4/28/25

Its: President



March 18, 2025

2025 Joint Street Striping Project
Cities of Cottage Grove, St. Paul Park, and Newport

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that quotes will be received by the City of Cottage Grove until **11:00 a.m. Monday, April 28, 2025**, at the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016.

Work to be completed includes, but is not limited to, the following tasks:

Striping of streets within the Cities of Cottage Grove, St. Paul Park, and Newport.

Quotes for the estimated quantities must be submitted on the Proposal Form provided in accordance with the Specifications provided by the City of Cottage Grove.

The project start date is Monday June 2, 2025. The project shall be completed by Thursday July 3, 2025, with the exception of Kimbro Avenue from 70th Street to HWY61 and 103rd Street from the bridge to the SNA driveway in Cottage Grove, which shall be completed after Monday, September 1, 2025, but before Wednesday, December 31, 2025. The road to Kingston Park in Cottage Grove striping timing shall be coordinated with city staff to accommodate large park events such as the annual Strawberry Fest.

Note that once work* begins in a community, the work must be completed in consecutive days, weather permitting.

**the consecutive work consists of all areas except Kimbro Avenue from 70th Street to HWY61 and 103rd Street from the bridge to the SNA driveway in Cottage Grove.*

No quotes may be withdrawn for a period of 30 days after the date and time set for the opening of quotes. In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Quotes are due to Genevieve Tester, EIT, Graduate Engineer via email: gtester@cottagegrovemn.gov

For more information on the project, contact Genevieve Tester at 651-458-2829.

Specifications

A. Mn/DOT Specifications

- a. MnDOT Specification Section 2582 – Pavement Markings.
- b. MnDOT Specification Section 3590 – Multi-Component Liquid Pavement Markings.
- c. MnDOT Specification Section 3591 – Water-Based Traffic Paint.
- d. MnDOT Specification Section 3592 – Drop-On Glass Beads.

B. Application

- a. Thickness applied shall be 15 mil for Paint and 20 mil for Multi-Comp. (wet thickness).
- b. Line width shall be 4" for solid and broken lines.
- c. Match existing broken line spacing, except in seal coated areas where broken spacing shall be 10' of line with a 40' gap.
- d. Double yellow lines shall have a 4" width with a 6" spacing.
- e. Glass beads shall be applied at a rate of 8 lbs. per gallon.

C. Insurance Requirements

- a. The Contractor shall furnish a Certificate of Insurance that meets the City of Cottage Grove Insurance requirements, prior to work commencing.
- b. The Cities of Cottage Grove, St. Paul Park, and Newport shall be named as additionally insured on the Certification of Insurance.

D. Measurement & Payment

- a. All striping is measured in Lineal Feet of line, except double yellow lines as specified in section D.b.
- b. Double yellow lines are measured in Lineal Feet of road length.

Responsible Contractor Certification

S-1 RESPONSIBLE CONTRACTOR

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of \$50,000 unless the contractor is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department’s request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

S-2 (1801) SUBLETTING OF CONTRACT

REVISED 11/24/14

The provisions of MnDOT 1801 are modified as follows:

S-2.1 For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of “responsible contractor” in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department’s request.

S-2.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Chaise VanOverbeke (typed or printed name),
President (title) certify that I am an owner or officer of the company and do
verify under oath that my company is in compliance with each of the minimum criteria listed in
the law.

Sir Lines - A - Lot, LLC

(name of the person, partnership or corporation submitting this proposal)

7175 Cahill Road, Edina, MN 55439

(business address)

Signed:

Ci Voke

(bidder or authorized representative)

4/24/2025

Date

**PROPOSAL FORM
2025 JOINT STREET STRIPING PROJECT**

We the undersigned have examined the quote documents and hereby agree to furnish the following:

City of Cottage Grove – Multi-Component “Epoxy”					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Solid Line	LF	14,600	Multi-Comp	\$ 0.45	\$ 6,570.00
Yellow Double Line	LF	10,874	Multi-Comp	\$ 0.90	\$ 9,786.60
White Broken Line	LF	3,946	Multi-Comp	\$ 0.45	\$ 1,775.70
White Solid Line	LF	24,537	Multi-Comp	\$ 0.45	\$ 11,041.65
Total	-	-	-	-	\$ 29,173.95

City of Cottage Grove – Latex Paint					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken Line	LF	22,488	Paint	\$ 0.108	\$ 2,428.70
Yellow Solid Line	LF	8,568	Paint	\$ 0.108	\$ 925.34
Yellow Double Line	LF	84,149	Paint	\$ 0.216	\$ 18,176.18
White Broken Line	LF	19,261	Paint	\$ 0.108	\$ 2,080.19
White Solid Line	LF	157,221	Paint	\$ 0.108	\$ 16,979.87
Total	-	-	-	-	\$ 40,590.28

City of Newport – Latex Paint					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken Line	LF	10,741	Paint	\$ 0.108	\$ 1,160.03
Yellow Solid Line	LF	2,943	Paint	\$ 0.108	\$ 317.84
Yellow Double Line	LF	4,474	Paint	\$ 0.216	\$ 966.38
White Solid Line	LF	23,332	Paint	\$ 0.108	\$ 2,519.86
Total	-	-	-	-	\$ 4,964.11

City of St. Paul Park – Latex Paint					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken Line	LF	1,640	Paint	\$ 0.108	\$ 177.12
Yellow Double Line	LF	7,955	Paint	\$ 0.216	\$ 1,718.28
White Solid Line	LF	12,110	Paint	\$ 0.108	\$ 1,307.88
Total	-	-	-	-	\$ 3,203.28

Respectfully submitted,

Sir Lines-A-Lot, LLC (a corporation) ☒
Name (an individual)
(a partnership)

7175 Cahill Road
Street Address

Edina, MN 55439
City, State, Zip Code

952-913-8382
Telephone

Ci Vacker
Signature

4/24/2025
Date

Chaise VanOverbeke
Name

President
Title

2025 JOINT SERVICES STRIPING PROJECT ALL LOCATIONS AND QUANTITIES

COTTAGE GROVE - EPOXY					
DESCRIPTION	YELLOW BROKEN LINE (LF)	YELLOW SOLID LINE (LF)	YELLOW DOUBLE LINE (LF)	WHITE BROKEN LINE (LF)	WHITE SOLID LINE (LF)
65th St S (Hinton to Idsen)		589	3295		5544
Ravine Pkwy (Idsen to Inwood)		3169			4281
Inwood Ave (Ravine Pkwy to Iatex)			640		
80th St S (Ideal to Jamaica)			4017	1430	150
Ravine Pkwy (Jamaica Ave to Keats Ave)		10842			12390
Jamaica Ave S (70th St S to Indian Blvd)				2516	521
Geneva Avenue (65th to Kooyman Driveway)			1272		
86th St S (Geneva to Goodview)			1085		380
Goodview Avenue (65th to 86th)			565		1271
TOTALS	0	14600	10874	3946	24537
COTTAGE GROVE - LATEX					
DESCRIPTION	YELLOW BROKEN LINE (LF)	YELLOW SOLID LINE (LF)	YELLOW DOUBLE LINE (LF)	WHITE BROKEN LINE (LF)	WHITE SOLID LINE (LF)
W Point Douglas S (96th to Jamaica Ave)	300		1500		3060
W Point Douglas (Lockridge to Hwy 61)			1960		1180
103rd St S (West of SNA parking to Bridge) *	670		260		1720
95th St (Hadley to Jamaica)			7480	2970	2200
95th St S (Glendenning Rd to Jamaica Ave S)	231				
Glendenning Rd	350				
Ideal Ave S (95th to Cul de Sac)			750		
Isley Ave S (PW Entrance to W Pt Douglas)			306		935
Grey Cloud Island Dr	200		1320		1840
Ideal Ave S (110th St S to 113th St S)	260				2600
113th St and Inman Ave S	455		830		6105
115th St S (To RR Crossing)		390	870		2095
River Acres Road			980		
100th St (Jamaica Ave to Innovation Rd)	1978		5265		14835
Kimbro/Lamar Ave (Hwy 61 to 70th St) *	4435		1995		38300
Lehigh Rd S			320		650
Harkness Ave S			3000		5215
Hemingway Ave S			80		80
E Point Douglas Rd S	9173	8134	5709	3465	8925
90th St S	345		1181	144	190
Inwood Ave S (88th St S to 90th St S)			880		
88th St S			700		
Ironwood Ave S			400		
85th St S			1059		
Ideal Ave S (95th St S to Hillside Trl S)			375		
Hyde Ave S			1261		
Hillside Trail S			7485		12200
Ideal Ave S (80th St to 76th St)			3745		820
76th St S			1180		2360
Indian Blvd S (Jamaica Ave S to Ideal Ave S)			4381		8752
Indian Blvd S (from 9493 Indian Blvd to Keats Ave)			2392		4641
Jocelyn Ave S (Intersection both directions)			285		
80th St S (Keats Ave to Kimbro Ave)			4775		9280
80th St (Ideal Ave S to Hwy 61 Bridge)				2990	4700
97th St S and Hemingway Ave			5485		
Hardwood Court S			185		
Inwood Ave S (65th St S to 70th St S)			2500		5000
Meadow Grass Ave (Both Sides of Intersection)			125		145
Ravine Pkwy			2555		917
Grey Cloud Trail (From Miss River to Camp Gallilee)	1755		1900		2800
Jamaica Ave S (Indian Blvd to 80th St S)				7452	581
70th St S			2733		5430
Military Road			3010		5425
85th St S		44	370		48
Jamaica Ave S (Hwy 61 to 100th St S)			1129	2240	
Ideal Ave S (105th St to 110th St)	2336				4672
Pine Arbor Ln (North of 70th St)			282		
Pine Arbor Dr (East of Pine Arbor Ln)			71		
Pine Arbor Blvd (West of Hinton Ave)			49		
Pine Arbor Dr (South of Pine Blvd)			272		80
Road to Kingston Park *			760		1460
TOTALS	22488	8568	84149	19261	157221
NEWPORT - LATEX					
DESCRIPTION	YELLOW BROKEN LINE (LF)	YELLOW SOLID LINE (LF)	YELLOW DOUBLE LINE (LF)	WHITE BROKEN LINE (LF)	WHITE SOLID LINE (LF)
Sterling Street	0	0	830	0	0
Hastings Avenue	3771	2943	3644	0	11532
4th Avenue	6970	0	0	0	11800
TOTALS	10741	2943	4474	0	23332
ST. PAUL PARK - LATEX					
DESCRIPTION	YELLOW BROKEN LINE (LF)	YELLOW SOLID LINE (LF)	YELLOW DOUBLE LINE (LF)	WHITE BROKEN LINE (LF)	WHITE SOLID LINE (LF)
Pullman Avenue	1640		2840		10240
Broadway Avenue			4180		
3rd Street, Broadway to SPP Road			935		1870
TOTALS	1640	0	7955	0	12110

* STRIPING TO TAKE PLACE AFTER SEPTEMBER 1, 2025, BUT BEFORE DECEMBER 31, 2025

* COORDINATE STRIPING WITH CITY STAFF WITH ANNUAL STRAWBERRY FESTIVAL

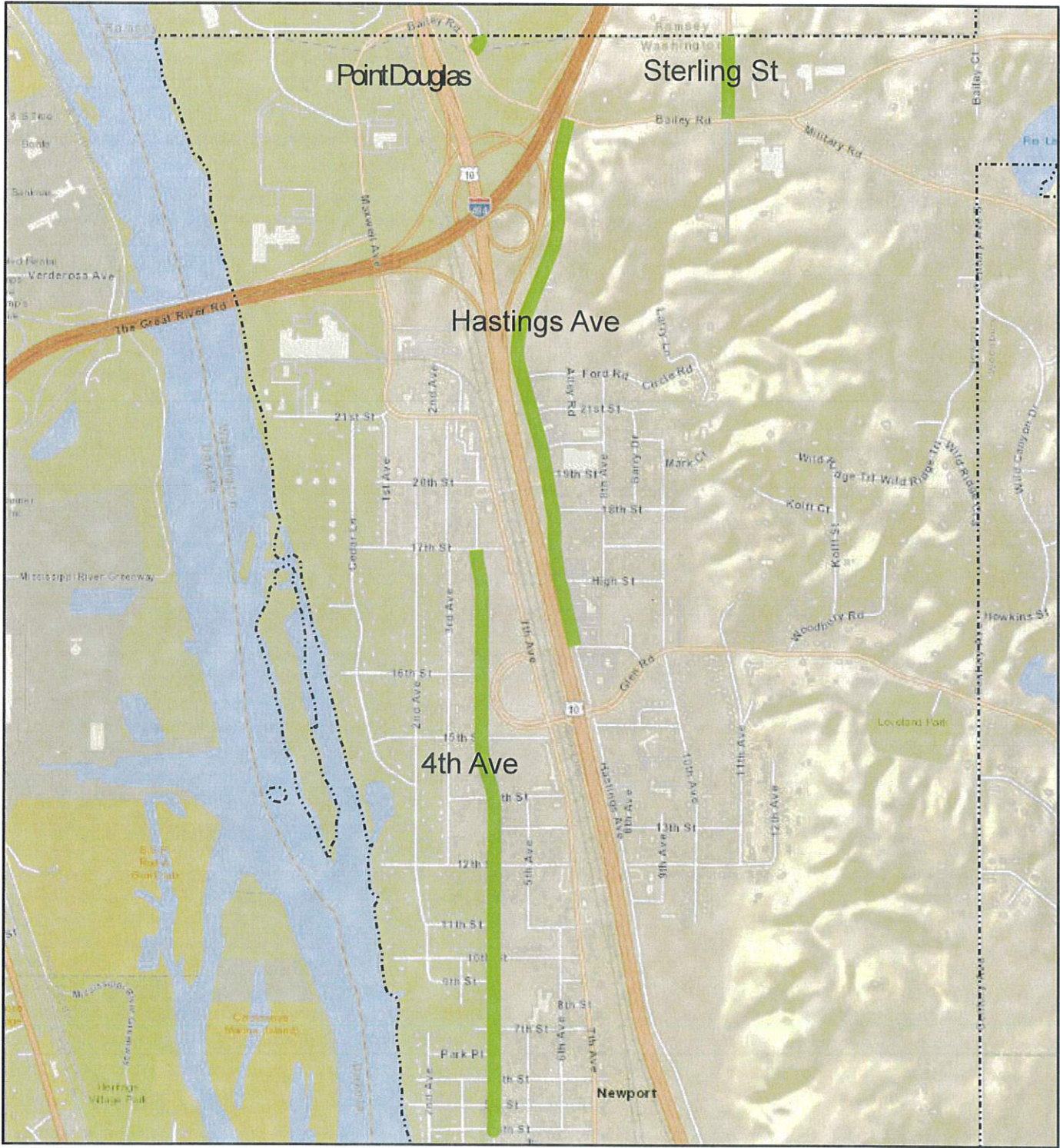
ALL OTHER LOCATIONS TO BE COMPLETE BETWEEN JUNE 2, 2025 AND JULY 3, 2025



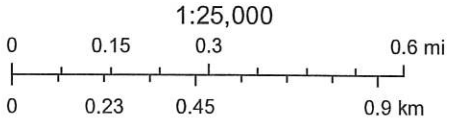
2025 JOINT SERVICES STRIPING PROJECT

NEWPORT MAP

2025 Street Stripe



3/4/2021, 9:17:46 AM



Washington County, MN, County of Dakota, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

2025 JOINT SERVICES STRIPING PROJECT
ST. PAUL PARK MAP





City Council Action Request

7.Z.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title 2025 Joint Services Crack Sealing Project Quote Award

Staff Recommendation Adopt Resolution 2025-071 awarding the 2025 Joint Services Crack Sealing Project to the lowest accepted quote supplied by Asphalt Surface Technologies Corporation in the amount of \$85,680.00, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Budget Implication \$49,980.00 - Roadway Maintenance Fund

Attachments

1.	2025 Crack Seal Install Quote Memo
2.	2025 Crack Seal Quote Tab
3.	2025 Crack Seal Install Quote Award Resolution
4.	2025 Crack Sealing Service Agreement_ Unsigned
5.	Astech2025 - Exhibit 1



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

From: Genevieve Tester, EIT, Graduate Engineer

Date: April 25, 2025

Re: 2025 Joint Services Crack Sealing Project – Quote Award

Background

Since 2011, the City of Cottage Grove has been partnering with surrounding communities to complete crack sealing services on city streets. This is a standard maintenance procedure that is completed annually to prevent water from infiltrating into the pavement and class 5 base, extending the life of the street. This year, the City of Newport has partnered with the City of Cottage Grove on the Joint Services Crack Sealing Project.

Discussion

The City of Cottage Grove received three Joint Services Crack Sealing quotes. The results of which follow. A complete breakdown of the quotes received is included in the attached quote tabulation.

<u>Contractor</u>	<u>Quoted Amount</u>
Asphalt Surface Technologies Corporation	\$85,680.00
Fahrner Asphalt Sealers, LLC	\$109,080.00
Gopher State Sealcoat, Inc.	\$183,600.00

The low quote for the project was provided by Asphalt Surface Technologies Corporation in the amount of \$85,680.00. Cottage Grove will provide 36,000 pounds of sealant to the contractor for application in the city—15,000 of which will be used in the City of Newport. Of the total project costs, \$49,980.00 is paid for by Cottage Grove, and \$35,700.00 is paid for by Newport. Per the terms of the Joint City Services Agreement, Newport will also pay a 6% contract administration fee.

Recommendation

It is recommended the City Council adopt Resolution 2025-071 awarding the 2025 Joint Services Crack Sealing Project to the lowest accepted quote supplied by Asphalt Surface Technologies Corporation in the amount of \$85,680.00, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.



Project Name: 2025 Joint Crack Sealing Project

Quote Opening: Monday April 28, 2025 11AM

QUOTE TABULATION				Quote No. 1		Quote No. 2		Quote No. 3	
Item Number	Item	Units	Qty.	Fahrner Asphalt Sealers, LLC		Gopher State Sealcoat, Inc.		ASTECH Corp	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE QUOTE								
1	Application of Crafco 535 Joint Sealant	LB	36,000	\$ 3.03	\$ 109,080.00	\$ 5.10	\$ 183,600.00	\$ 2.38	\$ 85,680.00
	TOTAL BASE QUOTE				\$ 109,080.00		\$ 183,600.00		\$ 85,680.00
	Contractor Name and Address:			Fahrner Asphalt Sealers, LLC		Gopher State Sealcoat, Inc.		Asphalt Surface Technologies Corporation	
				6615 US HWY 12 Eau Claire, WI 54703		12519 Rhode Island Ave Savage, MN 55378		PO Box 1025 St Cloud, MN 56302	

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-071

**RESOLUTION AWARDING THE 2025 JOINT SERVICES CRACK SEALING
PROJECT TO ASPHALT SURFACE TECHNOLOGIES CORPORATION IN THE
AMOUNT OF \$85,680.00**

WHEREAS, the City of Cottage extended invitations to surrounding cities to participate in the joint purchase of crack sealing services; and

WHEREAS, the City of Newport agreed to participate with Cottage Grove in the purchase of crack sealing services; and

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

WHEREAS, three firms submitted a quote; and

WHEREAS, it appears that Asphalt Surface Technologies Corporation provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be awarded to Asphalt Surface Technologies Corporation in the amount of \$85,680.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Joint Services Crack Sealing Project be awarded to Asphalt Surface Technologies Corporation in the amount of \$85,680.00.

Passed this 7th day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
2025 JOINT SERVICES CRACK SEALING PROJECT

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Asphalt Surface Technologies, Inc., 8348 Ridgewood Road Saint Joseph, Minnesota 56374 (“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 document:

- i. 2025 Crack Sealing Request for Quotes and proposal dated March 25, 2025, incorporated herein as Exhibit 1.

(Hereinafter “Exhibits.”)

- 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 7 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 Eighty-Five Thousand, Six Hundred and Eighty Dollars and Zero Cents (\$85,680.00), and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. BONDS. If the Contract Sum exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all Contract obligations, including without limitation warranty obligations, and of all payment of obligations arising under the Contract. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
- 5. TERMINATION AND REMEDIES.
 - a. Termination for Convenience. This Agreement may be terminated by the City upon 30 days' written notice delivered to the Contractor at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the

Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, 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 \$2,000,000 for each person and \$2,000,000 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 Cities of Cottage Grove and Newport shall be named as an additional insured on the Commercial General Liability Insurance policy.

14. LIQUIDATED DAMAGES. Time is of the essence of this Contract. The City shall be entitled to damages in the amount of \$200.00 per day for failure on the part of the Contractor to complete the work by the date specified. Liquidated damages shall be deducted from any amount due to the Contractor by the City, which sum shall constitute liquidated damages due to the difficulty in establishing actual damages which are sustained by the City.

15. 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.

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

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

Or e-mailed: jlevitt@cottagegrovemn.gov

If to Contractor: Asphalt Surface Technologies Corporation
PO Box 1025
St. Cloud, MN 56302
Attention: Doug Welk

Or emailed: astechdoug@hotmail.com

17. 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.

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.

19. Responsible Contractor

a. **RESPONSIBLE CONTRACTOR**

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of \$50,000 unless the contractor is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department’s request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

b. **(1801) SUBLETTING OF CONTRACT**

REVISED 2017

The provisions of MnDOT 1801 are modified as follows:

For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of “responsible contractor” in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department’s request.

The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Its: _____



March 25, 2025

2025 Joint Crack Sealing Project
Cities of Cottage Grove and Newport

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that quotes will be received by the City of Cottage Grove until **11:00 a.m., Monday, April 28, 2025**, at the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016.

Work to be completed includes, but is not limited to, the following tasks:

Seal Cracks on City Streets with the *Route & Seal* and *Blow & Overbanding* Methods

Quotes for the estimated quantities must be submitted on the Proposal Form provided in accordance with the Plans provided by the City of Cottage Grove. The minimum specifications for the application of joint sealant are provided.

The project start date is Monday June 2, 2025. The project shall be completed by Thursday July 3, 2025.

No quotes may be withdrawn for a period of 30 days after the date and time set for the opening of quotes.

In submitting this quote, it is understood that the City retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the quote in the best interests of the City.

Quotes are due to Genevieve Tester at the Cottage Grove City Hall via one of the following:

Email: gtester@cottagegrovemn.gov

Mail: 12800 Ravine Parkway S, Cottage Grove MN, 55016

For more information on the project, contact Genevieve Tester at 651-458-2829.

**PROPOSAL FORM
2025 JOINT CRACK SEALING PROJECT**

We, the undersigned, have examined the quote documents and hereby agree to furnish the following:

Item	Units	Quantity	Unit Cost	Total Cost
Application of Crafcro 535 Joint Sealant	LB	36,000*	\$ 2.38	\$ 85,680.00
Total				\$ 85,680.00

*Contractor shall apply a minimum of 30,750lbs., up to 36,000lbs.

Quantities:

Route & Seal or Blow & Overbanding

Cottage Grove Minimum of 15,750 lbs., up to 21,000 lbs.
Newport 15,000 lbs.

Respectfully submitted,

Asphalt Surface Technologies Corporation
a/k/a ASTECH Corp.

(a corporation)

Name

(an individual)

PO Box 1025

(a partnership)

Street Address

St Cloud, MN 56302

City, State, Zip Code

320-363-8500

Telephone

Signature

April 28, 2025

Date



Name

Dale R. Strandberg, Vice President

Title

2025 Joint Crack Sealing Minimum Specifications for Crack Sealing

1. Intent of Specification:

To provide the Cities of Cottage Grove and Newport with a crack sealing contractor to seal cracks as directed by the street maintenance division.

2. Non-Collusion Clause:

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. Sealant:

Sealant will be furnished by each municipality and will be Crafc0 535.

4. Procedure:

The Contractor shall heat the asphalt rubber sealant in a jacketed double boiler type melting unit equipped with both agitation and re-circulation systems or approved alternate. The temperature of the heat transfer oil shall not exceed 500 degrees F when melting asphalt rubber sealant. The melting unit shall be capable of safely heating the sealant to 400 degrees F. Blocks of sealant may be added to the melting unit as long as the recommended application temperature is maintained between 350 degrees F and 400 degrees F.

The first day in each City, the Contractor must begin the day with equipment empty. No leftover material from other communities may be used, regardless of the material type.

Asphalt cracks will be routed to a width of 1" and a depth of 3/4" for the City of Cottage Grove and the City of Newport, and will be blown clean and dry with a hot air lance. Following appropriate cleaning, sealant should be applied to a slightly overfilled condition and then leveled with a squeegee in a narrow (not to exceed 2.5 inches wide) band across the crack with an overlap beyond the crack edges.

The sealant that is applied to existing cracks shall be the overbanding 'blow and go' method. The sealant that is applied to new cracks shall be the route and seal method. All designated streets in the City of Newport shall have cracks sealed between the roadway bituminous and the concrete curb using the overbanding method.

Sealant shall not be applied to damp or improperly cleaned cracks. Sealant temperature at application shall be at least 350 degrees F and shall not exceed 400 degrees F. Blotting material will be placed over sealant.

Cracks that have a depressed surface and the sealant shall be leveled to the pavement surface with a squeegee. Those deep cracks that experience sealant settlement shall be given a second application of sealant material. The Contractor, at their option, may use a backer rod at no additional cost to the project; however, sealant must be at least 3/4" thick over rod.

Special care shall be taken when sealing cracks on steep hills to avoid flow of material out of routed cracks.

5. Pot Life:

Pot life of Crafcro 535 Rubber Sealant at application temperatures is approximately 12 to 15 hours. Application life may be extended by adding fresh blocks of sealant as sealant is applied and the quantity in the kettle decreases. The sealant should be agitated while being applied. The sealant may be reheated to application temperature, after initial heat-up. Excessive use of prolonged heating will cause degradation of sealant properties as indicated by thinning of the sealant.

6. Safety Precautions:

It is the responsibility of the Contractor to make sure all personnel involved with the sealing operation should read and understand the Material and Safety Data Sheet for Crafcro 535 before sealing is started.

7. Storage:

During storage, pallets should not be stacked, and the outer protective wrap should be left intact. Pallets may be stored outdoors without cover.

8. Payment:

Payment at the unit price quoted per pound of material to repair the designated bituminous surface cracks shall be considered full compensation. Each community will provide on-site inspectors to verify quantities of materials used and quality of work completed.

9. Warning Signs and Barricades:

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 Street Maintenance Division with the name and telephone number of a person who can be reached at all times during construction. All sealing 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.

The Cottage Grove Public Works Director must approve the closure of any street for crack sealing.

The Cottage Grove Police Department must be notified by 9:00 a.m. each day when sealing operations will require the closure of any street for more than 15 minutes.

10. Air and Water Pollution:

Pollution of natural resources of air, land, and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency, and in accordance with the provisions of this section.

The Contractor shall provide and maintain all sanitary accommodations for the use of their employees as may be necessary to provide for their health and welfare which complies with Federal, State, and local codes and regulations.

11. Warranty:

All work to be warranted for at least one year after application for any defects in workmanship. The Contractor will reseal failures at no cost to the City of Cottage Grove. The City of Cottage Grove will hold back payment equal to 5% of the total contract amount for said warranty period, pending completion of repairs required, if any.

12. Miscellaneous:

Any damage to private property shall be at Contractor's expense. Equipment and/or materials shall not be stored on roadways or aprons.

13. Insurance:

The Contractor shall, at the time of their execution of the contract, secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Minnesota as will protect themselves, their subcontractors, if any, and the owner from all

claims for bodily injury, death or property damage that may arise from operations under the contract. The Contractor shall not commence work until they have obtained all insurance required and shall have filed the Certificate of Insurance or a certified copy of the insurance policy with the City. The insurance shall be in compliance with the attached Cottage Grove Insurance Requirements. Each policy shall contain a clause providing that it shall not be canceled without ten (10) days written notice to the City of intent to cancel. The Cities of Cottage Grove and Newport shall be listed as additionally insured on the Certificate of Insurance.

The Contractor shall indemnify and save harmless the City, and each of its officers and employees and agents, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, brought or recovered against it by reason of any omission or acts of the Contractor, their agents or employees, in the execution of the work. The Contractor shall obtain in the name of the City and shall maintain and pay the premiums for such insurance in the same amount as specified above for Contractor's liability under this contract and a copy of such insurance policy shall be delivered to the City before the work commences. The risks assumed by Contractor under this paragraph shall be insured under an owner's protective contingent public liability policy.

14. Project Schedule

The start date for this project is Monday June 2, 2025. The completion date is set for Thursday July 3, 2025. A request for additional time may be granted by the Public Works Director if an extension is required due to weather conditions.

Crack sealing the parking lots included in the scope of work (Cottage Grove City Hall and HERO Center) shall be done on a date that is chosen by the Cottage Grove Public Works Department. The date will be within the project schedule range. The work shall take place after 5:00pm.

Responsible Contractor Certification

S-1 RESPONSIBLE CONTRACTOR

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of \$50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

S-2 (1801) SUBLETTING OF CONTRACT

REVISED 11/24/14

The provisions of MnDOT 1801 are modified as follows:

S-2.1 For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

S-2.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Dale R. Strandberg (typed or printed name),
Vice President (title) certify that I am an owner or officer of the company and do
verify under oath that my company is in compliance with each of the minimum criteria listed in
the law.

Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.

(name of the person, partnership or corporation submitting this proposal)

PO Box 1025, St Cloud, MN 56302

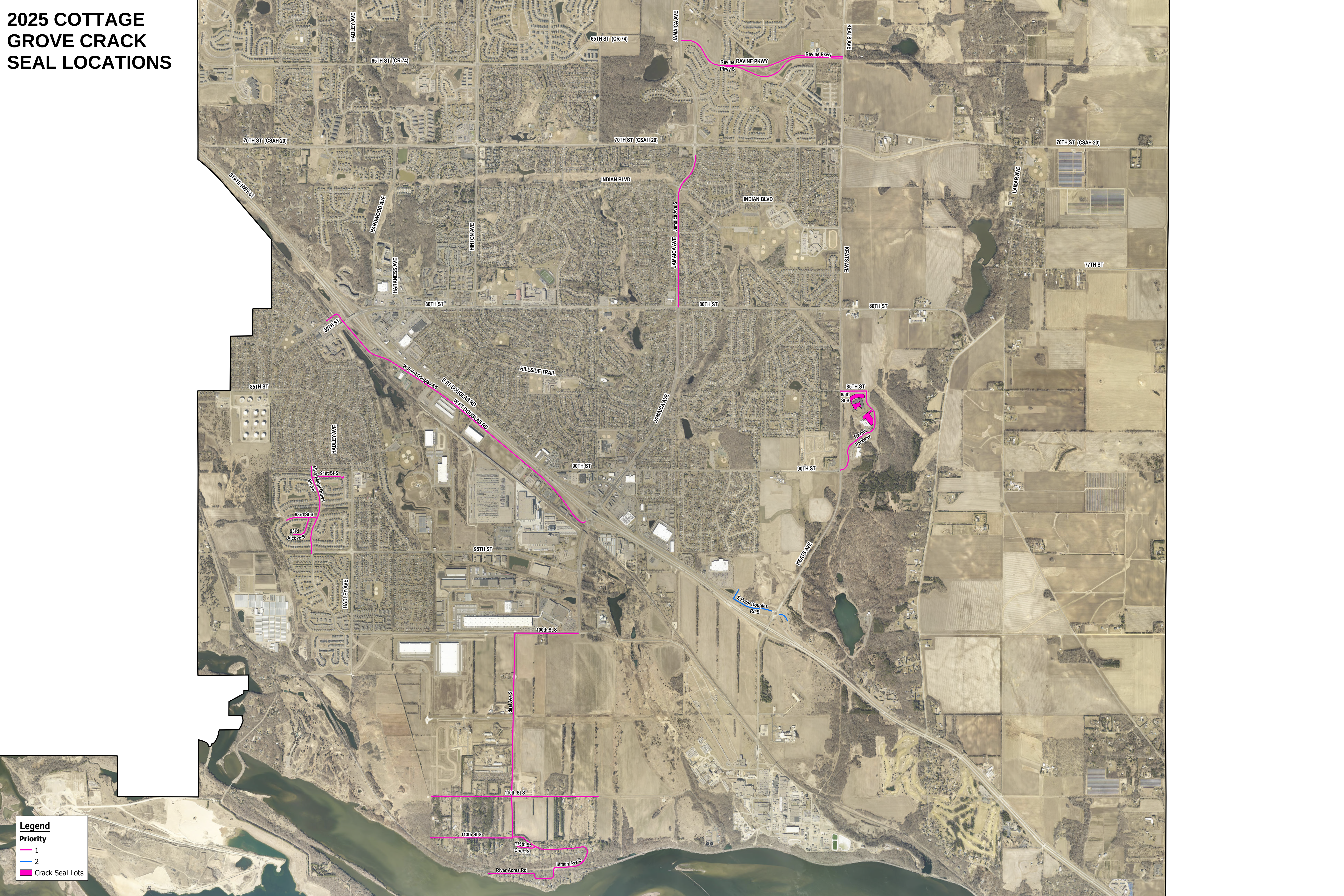
(business address)

Signed: 
(bidder or authorized representative)

April 28, 2025

Date

2025 COTTAGE GROVE CRACK SEAL LOCATIONS



Legend

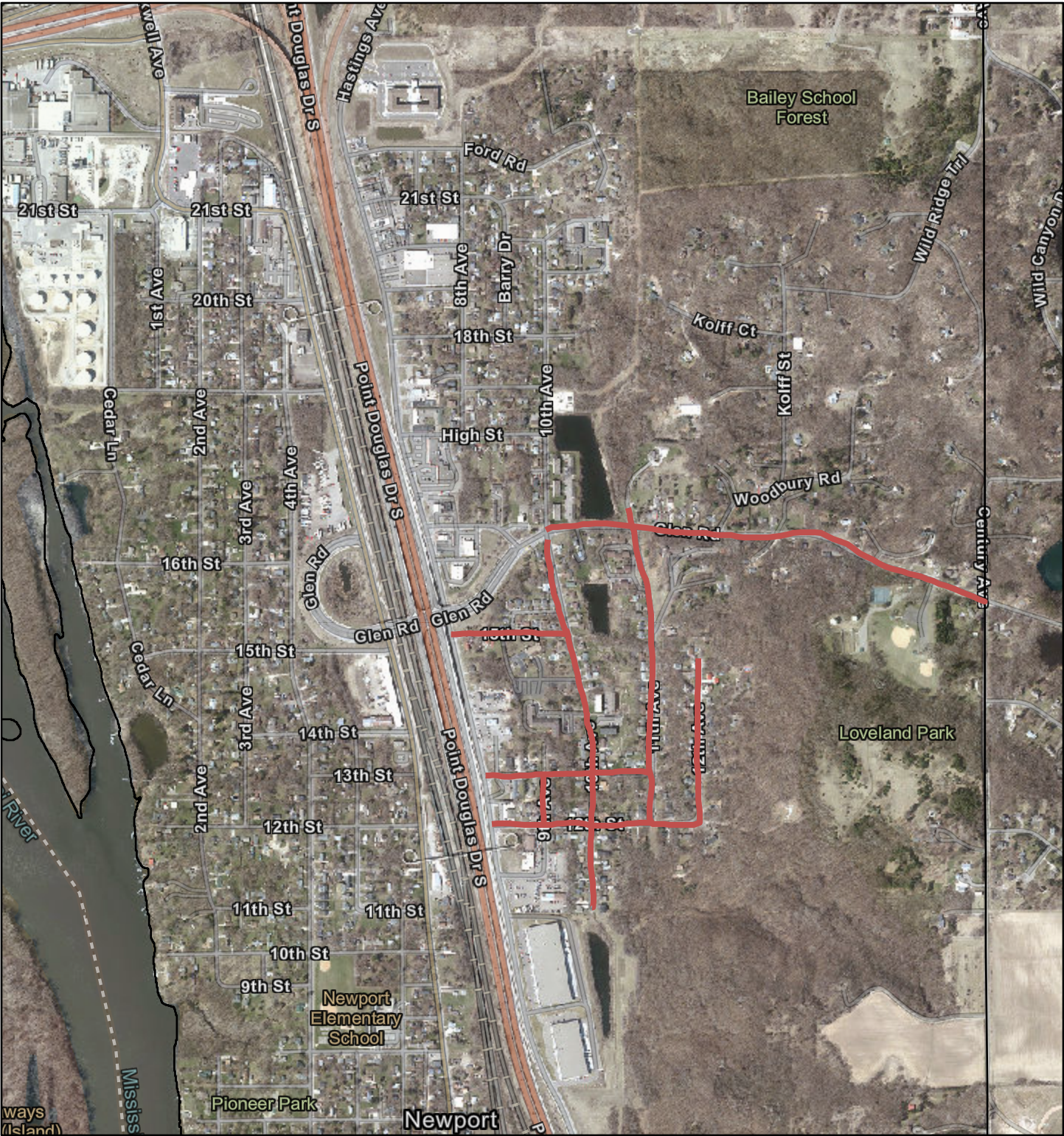
Priority

1

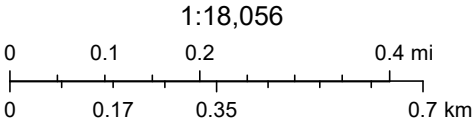
2

Crack Seal Lots

Newport, MN Parcel Data



3/7/2025, 7:56:29 AM



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City Council Action Request

7.AA.

Meeting Date 5/7/2025

Department Community Development

Agenda Category Action Item

Title Hearthside Park Sports Lighting

Staff Recommendation Authorize purchase order to Musco Sports Lighting, LLC for Hearthside Park sports lighting package in the amount of \$40,900.

Budget Implication \$40,900 from the Park Improvement Fund, which is under the 2025 budgeted amount.

Attachments

1.	Memo - Hearthside Sports Lights Purchase Order
2.	Musco Lighting Quote
3.	Lighting 2nd Quote



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

From: Zac Dockter, Parks and Recreation Director

Date: April 18, 2025

Subject: Hearthside Park Sports Lighting

Introduction/Background

The City has been replacing aging and energy inefficient sports lighting across its' parks for the past five years. In 2025, \$65,000 is budgeted within the Park Improvement Fund to convert Hearthside Park sports lighting to an LED system on two steel poles. The new system aims to improve lighting quality and reduce lighting spillage while also reducing energy, parts and labor costs.

The City collected two quotes for materials for this project. The results of those quotes are as follows:

Musco Sports Lighting	\$40,900
Qualite Sports Lighting	\$60,252

Staff and the City's lighting consultants have reviewed the submittals. Both submittals meet product specifications and are reputable providers with experience in Cottage Grove parks.

Staff Recommendation

Authorize purchase order to Musco Sports Lighting, LLC for Hearthside Park sports lighting package in the amount of \$40,900.

QUOTE FORM
HOCKEY RINK AND SKATE AREA LIGHTING SYSTEM – MATERIALS
HEARTHSIDE PARK
COTTAGE GROVE, MN

The information provided shall be in compliance with the LED lighting specifications for materials and equipment quote. By signing this document, all specification requirements have been met. Quote shall remain good for 45 days after opening regarding contract approval. The following quote is for materials only by the lighting manufacturer and shall be in conformance with the specifications. Light scans, lighting layouts, cut-sheets, and supporting documents shall be provided by the lighting manufacturer along with the quote. Quotes will be reviewed and awarded based on the lighting system meeting performance requirements and material cost.

Base Quote "A" Musco Lighting 30 fc. 2-Pole Lighting System: All equipment backed by a 10-year warranty, including labor...\$ 40,900.00.

Alternate "A1": Added cost for a 25-year warranty on all equipment, including labor...\$ 40,900.00.

Delivery timing of lighting equipment: 8-12 weeks.

Base Quote "B" Ephesus 30 fc. 2-Pole Lighting System: All equipment backed by a 10-year warranty, including labor...\$ _____.

Alternate "B1": Added cost for a 25-year warranty on all equipment, including labor...\$ _____.

Delivery timing of lighting equipment: _____.

Base Quote "C" Qualite 30 fc. 2-Pole Lighting System: All equipment backed by a 10-year warranty, including labor...\$ _____.

Alternate "C1": Added cost for a 25-year warranty on all equipment, including labor...\$ _____.

Delivery timing of lighting equipment: _____.

NAME OF COOPERATIVE PURCHASE ORGANIZATION Sourcewell

LIGHTING MANUFACTURER Musco Sports Lighting, LLC PHONE 925-529-8281

SIGNATURE Brock Carstens DATE 4/9/25

CONTACT NAME Brock Carstens EMAIL ADDRESS brock.carstens@musco.com

MUSCO LIGHTING PROPOSAL

PREPARED FOR:

Cottage Grove Hearthside Park Hockey And Skate

Lighting Project
Cottage Grove, MN
April 9, 2025

Project #243956

Submitted by:

Musco Sports Lighting, LLC

Attn: Rachel Hadden
100 1st Ave
PO Box 808
Oskaloosa, Iowa 52577

Toll Free: 800-825-6020
Fax: 641-673-4852



We Make It Happen.



TABLE OF CONTENTS



- A. LIGHTING DESIGN**
- B. CONTROLS AND MONITORING**
- C. STRUCTURAL INFORMATION**
- D. WARRANTY**
- E. PRODUCT INFORMATION**



A. LIGHTING DESIGN

Cottage Grove Hearthside Park Hockey And Skate

Cottage Grove, MN

Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
H1	50'	50'	1	TLC-LED-1200	1.17 kW	A
		50'	2	TLC-LED-900	1.76 kW	A
		50'	2	TLC-LED-900	1.76 kW	B
H2	50'	50'	1	TLC-LED-1200	1.17 kW	A
		50'	2	TLC-LED-900	1.76 kW	A
2			8		7.62 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Hockey	5.86 kW	6
B	Free Skate	1.76 kW	2

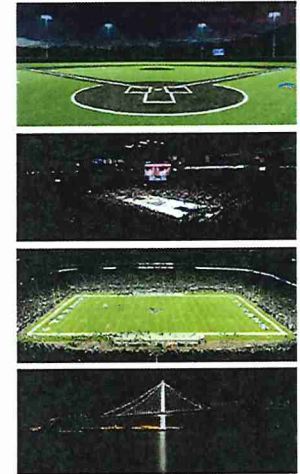
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	2
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	6

Single Luminaire Amperage Draw Chart								
Driver Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0	
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3	

Light Level Summary

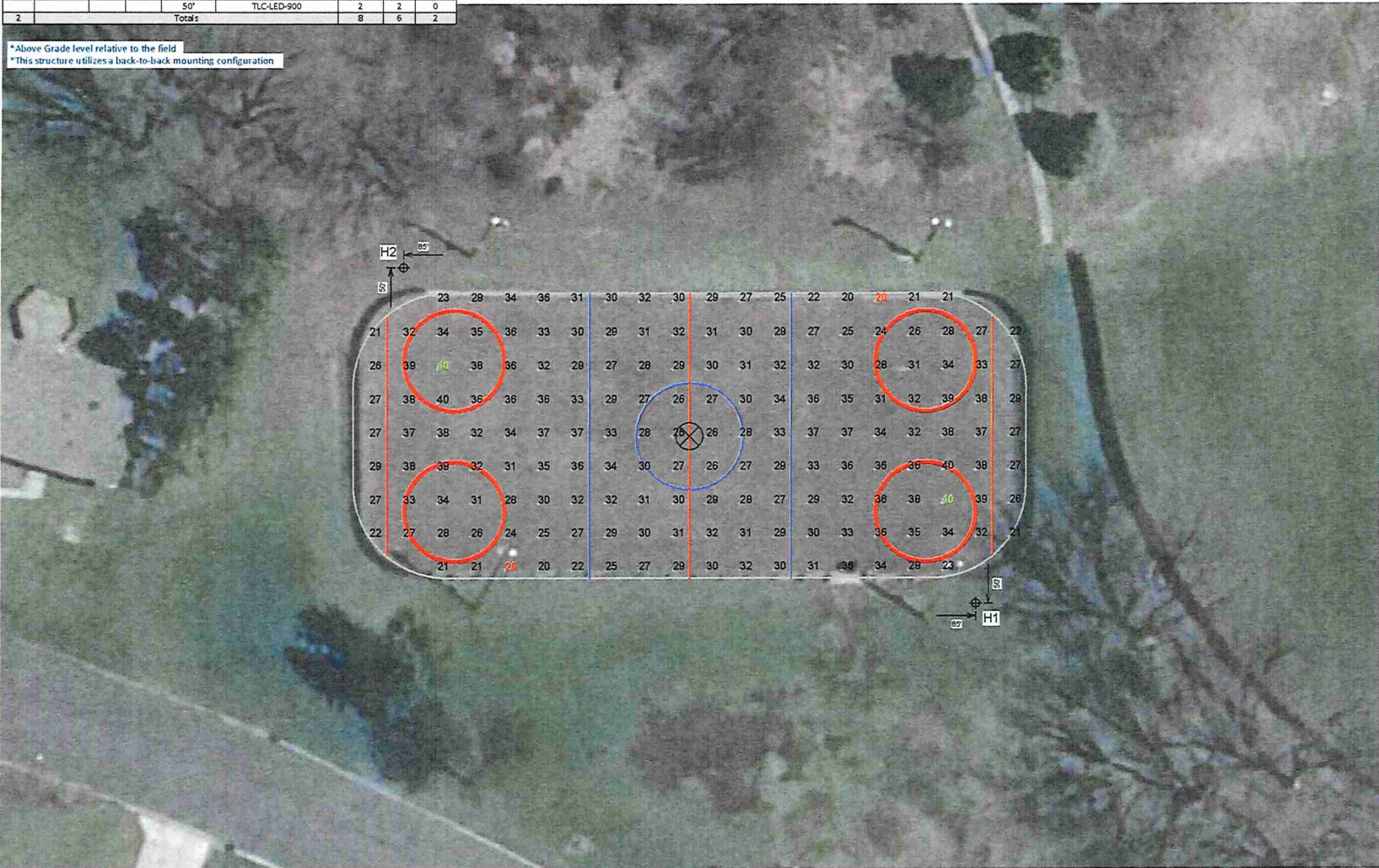
Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
150 ft / Property Spill @ 3ft.	Horizontal Illuminance	0.1200	0.00	1.64	-	-	A,B	8
150 ft / Property Spill @ 5ft.	Max Candela Metric	6624.1626	0.00	92545.40	-	-	A,B	8
150 ft / Property Spill @ 5ft.	Max Vertical Illuminance Metric	0.3118	0.00	4.33	-	-	A,B	8
150 ft / Property Spill @ 5ft.	True Max Vert Illuminance Metric	0.2842	0.00	4.05	-	-	A,B	8
Free Skate	Horizontal	11.85	2	28	14.41	6.07	B	2
Hockey	Horizontal Illuminance	30.58	20	40	2.04	1.57	A	6
Residential Spill @ 3ft.	Horizontal Illuminance	0.0126	0.00	0.07	-	-	A,B	8
Residential Spill @ 5ft.	Max Candela Metric	583.2794	0.00	5610.45	-	-	A,B	8
Residential Spill @ 5ft.	Max Vertical Illuminance Metric	0.0217	0.00	0.18	-	-	A,B	8
Residential Spill @ 5ft.	True Max Vert Illuminance Metric	0.0210	0.00	0.17	-	-	A,B	8

From Hometown to Professional



Equipment List For Areas Shown								
Pole				Luminaire				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	H1	50'	-	50'	TLC-LED-1200	1	1	0
1	H2	50'	-	50'	TLC-LED-900	2/2*	2	2
1	H2	50'	-	50'	TLC-LED-1200	1	1	0
2				50'	TLC-LED-900	2	2	0
Totals						8	6	2

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1:30
 0 30 60
 ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ☒

Cottage Grove Hearthside Park Hockey And S Cottage Grove,MN

Grid Summary	
Name:	Hockey
Size:	200' x 85'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	30
Scan Average:	30.58
Maximum:	40
Minimum:	20
Avg/Min:	1.57
Guaranteed Max/Min:	2.5
Max/Min:	2.04
UG (adjacent pole):	1.51
CU:	0.73
No. of Points:	172
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	6
Total Load:	5.86 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaire				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	H1	50'	-	50'	TLC-LED-1200	1	0	1
1				50'	TLC-LED-900	2/2*	2	2
1					Totals	5	2	3

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1:30
 0 30 60
 ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ☒

Cottage Grove Hearthside Park Hockey And S

Cottage Grove,MN

Grid Summary	
Name:	Free Skate
Size:	200' x 85'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	5
Scan Average:	11.85
Maximum:	28
Minimum:	2
Avg/Min:	6.07
Max/Min:	14.41
UG (adjacent pts):	1.78
CU:	0.65
No. of Points:	104
LUMINAIRE INFORMATION	
Applied Circuits:	8
No. of Luminaires:	2
Total Load:	1.76 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-4-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
1	H2	50'	-	50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
2				50'	TLC-LED-900	2	2
Totals						8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



Cottage Grove Hearthside Park Hockey And S

Cottage Grove, MN

Grid Summary

Name: 150 ft. / Property Spill @ 3ft.
 Spacing: 30.0'
 Height: 3.0' above grade

Illumination Summary

INITIAL HORIZONTAL FOOT CANDLE	
Entire Grid	
Scan Average:	0.1200
Maximum:	1.54
Minimum:	0.00
CU:	0.00
No. of Points:	45
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of Luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1:70



Pole location(s) $\oplus$ dimensions are relative to 0,0 reference point(s) $\otimes$

ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2	2
2					TLC-LED-900	2	2
Totals						8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ☒

Cottage Grove Hearthside Park Hockey And Soccer Field

Cottage Grove, MN

Grid Summary

Name: 150 ft. / Property Spill @ 5ft.
 Spacing: 30.0'
 Height: 5.0' above grade

Illumination Summary

		INITIAL CANDLES PER FOOTCANDLE
Entire Grid		
Scan Average:	6636.1626	
Maximum:	92545.40	
Minimum:	0.00	
CU:	0.00	
No. of Points:	45	
LUMINAIRE INFORMATION		
Applied Circuits:	A,B	
No. of Luminaires:	8	
Total Load:	7.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2	2
2					Totals	8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



Cottage Grove Hearthside Park Hockey And Soccer Field

Cottage Grove, MN

Grid Summary	
Name:	150 ft. / Property Spill @ 5 ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary	
INITIAL MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average:	0.3118
Maximum:	4.33
Minimum:	0.00
CU:	0.00
No. of Points:	45
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of Luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) dimensions are relative to 0,0 reference point(s)



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2	2
2				Totals		8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



Cottage Grove Hearthside Park Hockey And S

Cottage Grove, MN

Grid Summary

Name: 150 ft. / Property Spill @ 5ft.
 Spacing: 30.0'
 Height: 5.0' above grade

Illumination Summary

INITIAL 90° MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average:	0.2842
Maximum:	4.05
Minimum:	0.00
CU:	0.00
No. of Points:	45
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of Luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1:70



Pole location(s) ⓧ dimensions are relative to 0,0 reference point(s) ⓧ

ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaire				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	H1	50'	-	50'	TLC-LED-1200	1	1	0
				50'	TLC-LED-900	2/2*	4	0
1	H2	50'	-	50'	TLC-LED-1200	1	1	0
				50'	TLC-LED-900	2	2	0
2					Totals	8	8	0

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 70
 0' 70' 140'
 ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ✕

Cottage Grove Hearthside Park Hockey And S

Cottage Grove,MN

Grid Summary	
Name:	Residential Spill @ 3ft.
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary	
INITIAL HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	0.0126
Maximum:	0.07
Minimum:	0.00
CU:	0.00
No. of Points:	21
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of Luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.
 Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
 Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. © 1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	H1	50'	-	50'	TLC-LED-1200	1	1	0
				50'	TLC-LED-900	2/2*	4	0
1	H2	50'	-	50'	TLC-LED-1200	1	1	0
				50'	TLC-LED-900	2	2	0
2	Totals					8	8	0

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 70
 0 70' 140'
 ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ☒

Cottage Grove Hearthside Park Hockey And S

Cottage Grove, MN

Grid Summary
Name: Residential Spill @ 5ft.
Spacing: 30.0'
Height: 5.0' above grade

ILLUMINATION SUMMARY	INITIAL ONDELA (PER RETURN)
Entire Grid	
Scan Average: 583.2794	
Maximum: 5610.45	
Minimum: 0.00	
CU: 0.00	
No. of Points: 21	
LUMINAIRE INFORMATION	
Applied Circuits: A,B	
No. of Luminaires: 8	
Total Load: 7.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.
 Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
 Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2	2
2					TLC-LED-900	2	2
Totals						8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓡ dimensions are relative to 0,0 reference point(s) Ⓡ

Cottage Grove Hearthside Park Hockey And S

Cottage Grove, MN

Grid Summary	
Name:	Residential Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary	
INITIAL MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average:	0.0217
Maximum:	0.18
Minimum:	0.00
CU:	0.00
No. of Points:	21
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

Equipment List For Areas Shown							
Pole				Luminaire			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
1	H1	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2/2*	4
1	H2	50'	-	50'	TLC-LED-1200	1	1
				50'	TLC-LED-900	2	2
2					TLC-LED-900	2	2
Totals						8	8

*Above Grade level relative to the field
 *This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 70
 0' 70' 140'
 ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s) Ⓡ dimensions are relative to 0,0 reference point(s) Ⓡ

Cottage Grove Hearthside Park Hockey And S

Cottage Grove,MN

Grid Summary	
Name:	Residential Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary	
INITIAL 90° MAX VERTICAL FOOT CANDLES	
Entire Grid	
Scan Average:	0.0210
Maximum:	0.17
Minimum:	0.00
CU:	0.00
No. of Points:	21
LUMINAIRE INFORMATION	
Applied Circuits:	A,B
No. of Luminaires:	8
Total Load:	7.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.
 Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
 Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2025 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY



Cottage Grove Hearthsides Park Hockey Area

Cottage Grove, MN

Equipment Layout

INCLUDES:
- Hockey

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown						
QTY	LOCATION	SIZE	GRADE ELEVATION	Pole		QTY/POLE
				ABOVE GRADE LEVEL	LUMINAIRE TYPE	
1	H1	50'	-	50'	TLC-LED-1200	1
1	H2	50'	-	50'	TLC-LED-900	2/2*
1	H2	50'	-	50'	TLC-LED-1200	1
2					TLC-LED-900	2
Totals						8

*This structure utilizes a back-to-back mounting configuration

Single Luminaire Amperage Draw Chart									
Driver Specifications		Line Amperage Per Luminaire							
(.90 min power factor)		(max draw)							
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
TLC-LED-1200		6.9	6.5	6.0	5.2	4.2	3.8	3.0	
TLC-LED-900		5.2	4.9	4.5	3.9	3.1	2.9	2.3	

SCALE IN FEET 1" = 40'

ENGINEERED DESIGN By: Nicholas Worthington • File #243956A • 31-Mar-25

Pole location(s)  dimensions are relative to 0,0 reference point(s) 



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. © 1981, 2025 Musco Sports Lighting, LLC.

EQUIPMENT LAYOUT



B. CONTROLS AND MONITORING

System Requirements: Control System Summary

Project Name: Cottage Grove Hearthside Park Hockey And Skate | Project #: 243956

Control System ID: 1 of 1

Distribution Panel Location/ID: Hockey & Free Skate

Project Information

Control System

Control System ID:

Control System Type: Control-Link • Control and Monitoring System

Communication Type: PowerLine-ST

Project Notes:

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral) 120/60
VA loading - Inrush 1308.0
VA loading - Sealed 154.0

Lighting Circuits:

Voltage/Hertz/Phase 240/60/1

Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 48
Contactors, 30 amperes	3	-
Off/On/Auto switches	2	-

Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, the following best practices must be followed:
 - Underground handholes (pull boxes) must be supported to prevent settling. Boxes buried directly in soil, without support, are not allowed.
 - Use polymer concrete lids marked with ELECTRIC for underground handholes. Steel lids are not allowed.
 - Avoid underground connections when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Test wire per ANSI/NETA ATS-2021. Wires with insulation resistance less than 100 MOhms, in water-filled conduit, must be replaced.
9. Refer to Installation Instructions for more details on equipment information and the installation requirements.

Sales Representative: Brock Carstens | Project Engineer: Nick Worthington | Scan: 243956A | Document ID: 243956P1V1C2-0331165630



www.musco.com | lighting@musco.com

System Requirements: Control System Summary

Project Name: Cottage Grove Hearthside Park Hockey And Skate | Project #: 243956

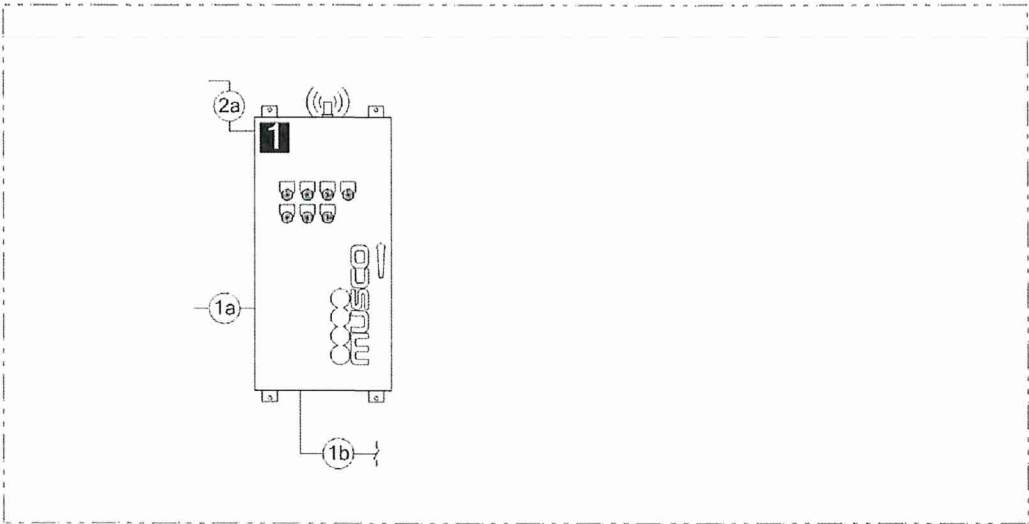
Control System ID: 1 of 1

Distribution Panel Location/ID: Hockey & Free Skate

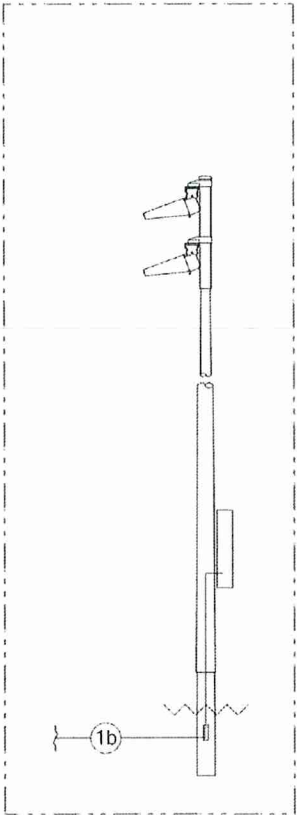
Equipment Layout and Connection Details



Control cabinet location(s)



Lighting system



Connection Details	
ID	Description
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.

Equipment	
ID	Description
1	Control and monitoring cabinet - primary

System Requirements: Control System Summary

Project Name: Cottage Grove Hearthside Park Hockey And Skate | Project #: 243956

Control System ID: 1 of 1

Distribution Panel Location/ID: Hockey & Free Skate

Circuit Summary

Switching Schedule

Field/Switch Description	Switches
Hockey	1
Free Skate	2

Control Module ID: 1

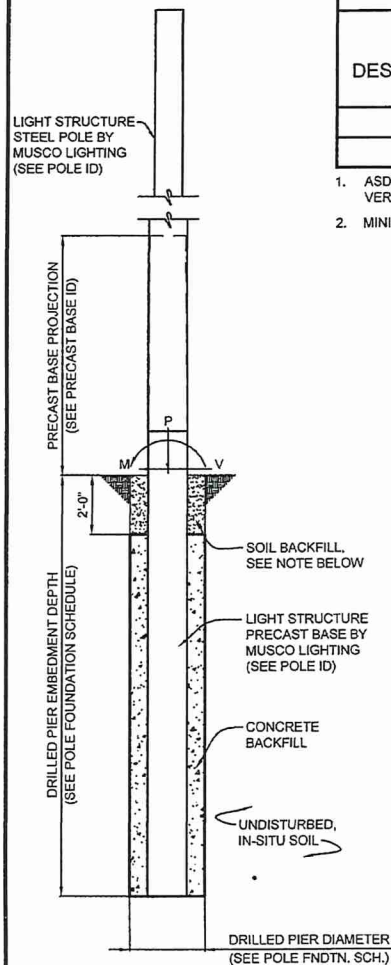
Lighting Circuit Voltage: 240/60/1

Circuit Summary by Switch

Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Hockey	H1	3	15.04	30	1	C1
	Hockey	H2	3	15.04	30	1	C2
2	Free Skate	H1	2	9.04	30	1	C3



C. STRUCTURAL INFORMATION



POLE FOUNDATION ELEV.

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 5 (TABLE 1806.2) OR BETTER. COMPACTION, 95% FOR COHESIVE SOIL AND 98% FOR A COHESIONLESS SOIL BASED UPON STANDARD PROCTOR TESTING (ASTM D698).

POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES (1.)			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD ³ (2.)
H1	25,946	787	1,023	30	10'-0"	1.3
H2	19,654	656	882	30	10'-0"	1.3

- ASD LOAD COMBINATION D + 0.6W.
VERTICAL FORCE IS WEIGHT OF DRESSED POLE (DOES NOT INCLUDE PRECAST BASE WEIGHT).
- MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
2B	1,690 LBS	17'-3"	7'-3"	10'-0"	12.00"

POLE IDENTIFICATION

POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT ²)
H1	LSS50AB	2B	5 (3) / (2)	10.5
H2	LSS50AB	2B	3 (3)	6.0

DESIGN NOTES

DESIGN PARAMETERS:

WIND: $V = 110$ MPH, $V_{mid} = 85$ MPH (EXPOSURE C, RISK CATEGORY II) PER INTERNATIONAL BUILDING CODE, 2018 EDITION (ASCE 7-16). DESIGN WIND PARAMETERS ARE AS NOTED. ACTUAL EXPOSURE MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

GEOTECHNICAL PARAMETERS:

ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF OR SKIN FRICTION: 250 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE:

100 PSF/FT (GRADE TO -2'-0"); 200 PSF/FT (BELOW -2'-0")
IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 5 & SECTION 1806.3.4.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION.

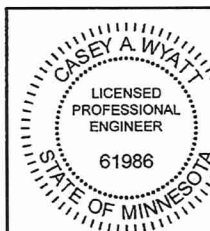
CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:

CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION. ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:

FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.



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: CASEY A. WYATT

SIGNATURE: *Casey Wyatt*

DATE: 04/08/2025 LICENSE #61986

HEARTHSIDE PARK
HOCKEY AND SKATE
FIELD LIGHTING
COTTAGE GROVE, MN



STRUCTURAL
ENGINEERS, P.C.
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50168
PHONE NUMBER: 641-752-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE:
POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES:
SCAN #243956A

PROJECT NUMBER
243956

DATE
08 APRIL 2025

DRAWING NUMBER
C1

OF ONE



D. WARRANTY



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Cottage Grove Hearthsides Park Hockey and Skate Project number: 234956
Owner: City of Cottage Grove City: Cottage Grove State: MN
Covered product(s): Light-Structure System™ with TLC for LED™ technology
Date issued: Date of Shipment Expiration: Date of Shipment +25 years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to IBC, 2018, 110 mph, Exposure C.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.
4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
- e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



E. PRODUCT INFORMATION

5 Easy Pieces™

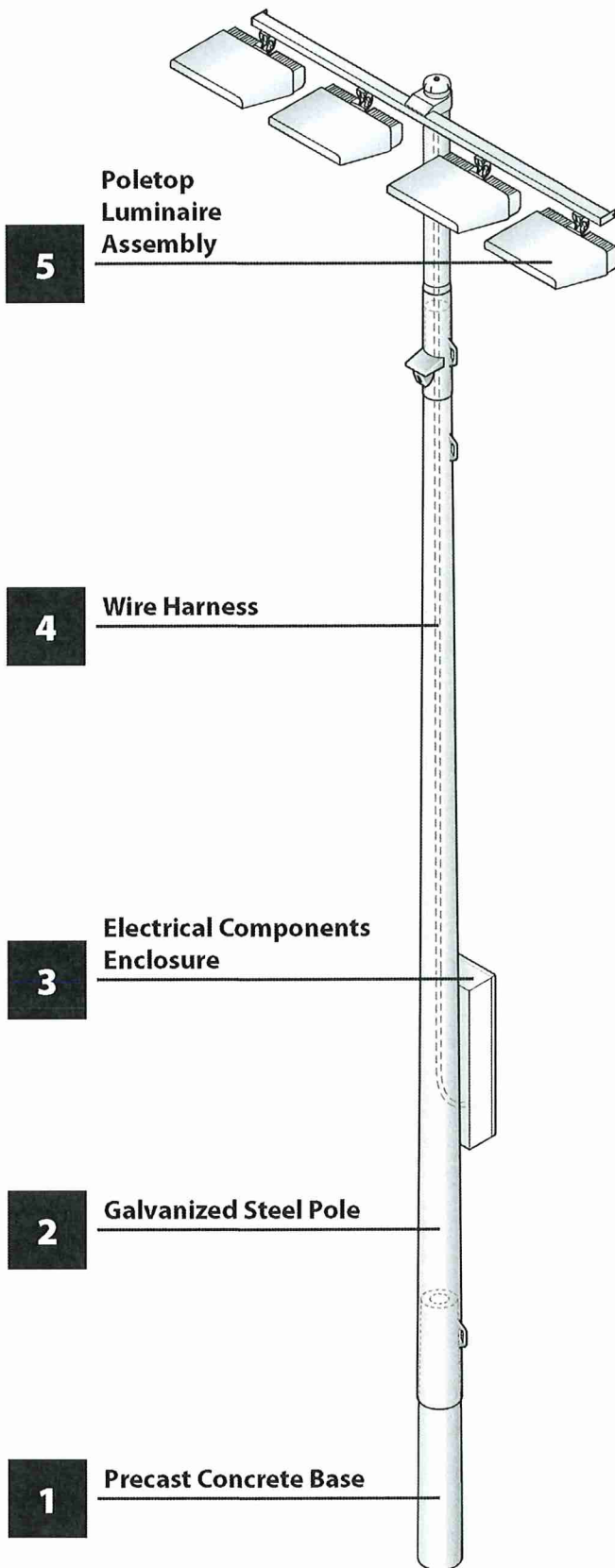
Complete System from Foundation to Poletop

Factory wired, aimed, and tested

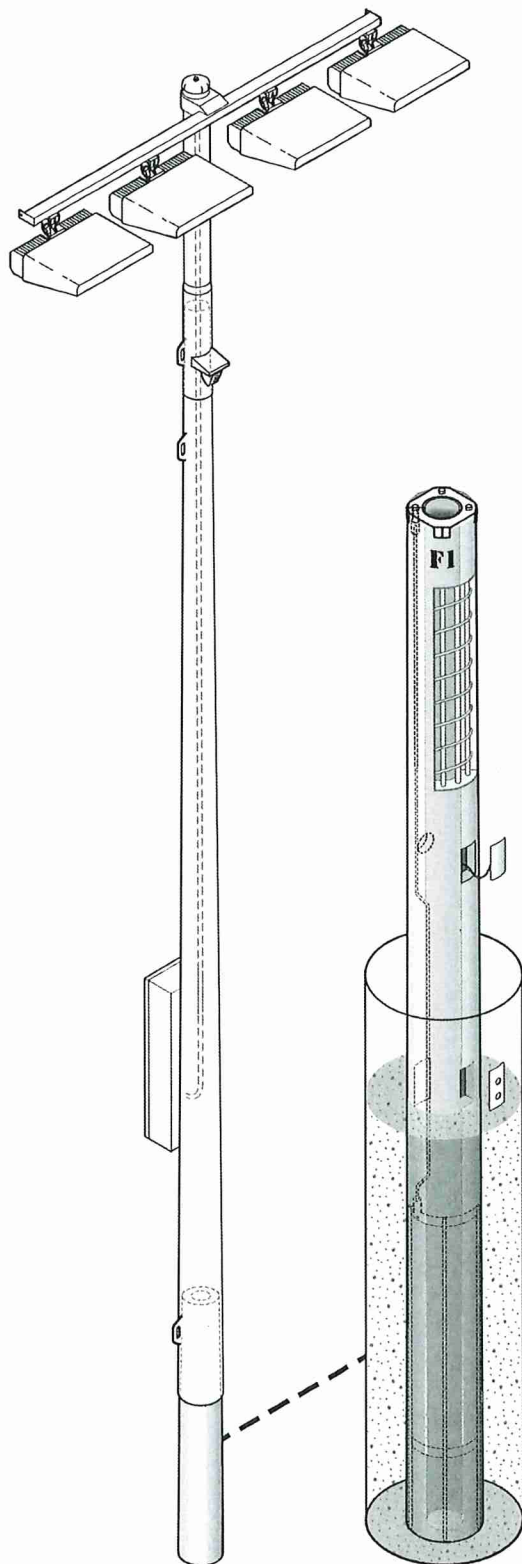
Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground



TLC for LED® – Precast Concrete Base



Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

Features

Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy-coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (crosssectional area of 67.4 mm²) grounding electrode conductor
- Concrete-encased grounding electrode, 20 ft (6.1 m) total length, ½ in (12.7 mm) diameter

Technical Specifications

Base dimensions vary. For measurements refer to project-specific *Foundation and Pole Assembly Drawing*.

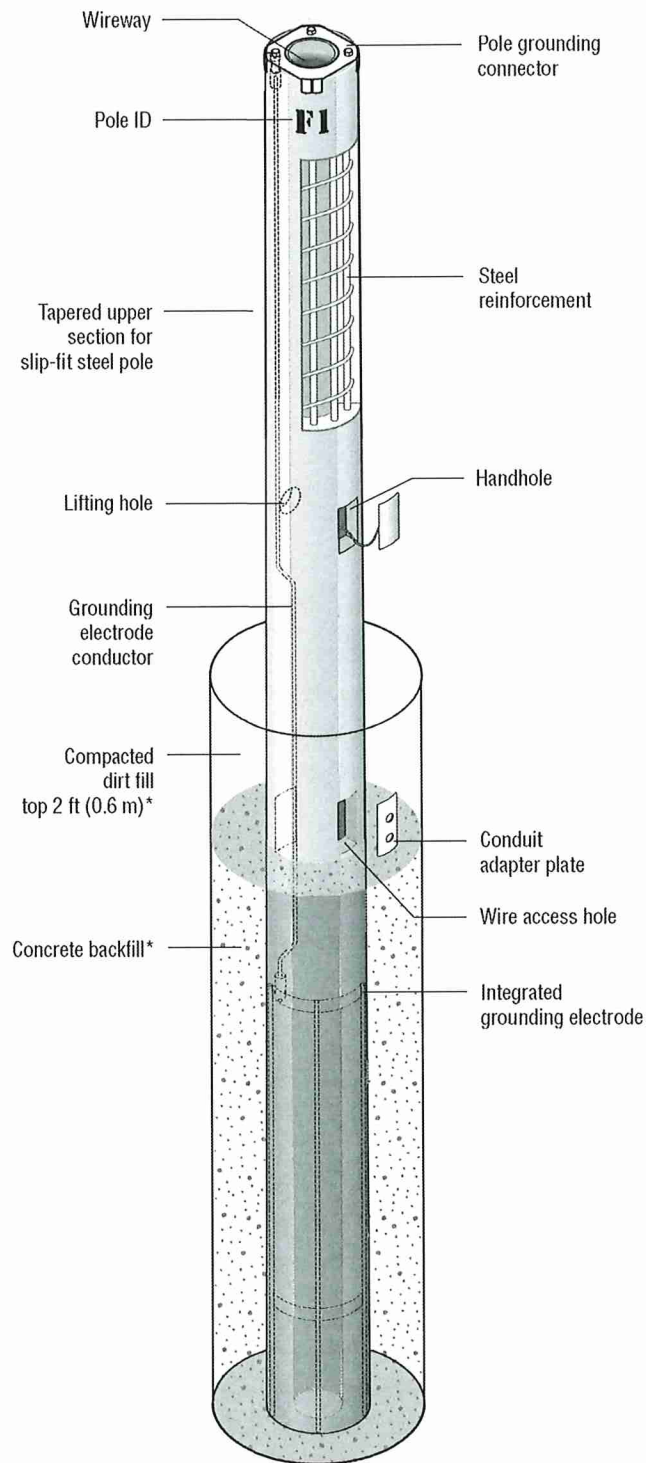
Construction

- Spun concrete construction
- Prestressed steel vertical strands and coil spiral for strength throughout base
- Minimum design strength is 9500 lb/in² (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

Quality Assurance Tests

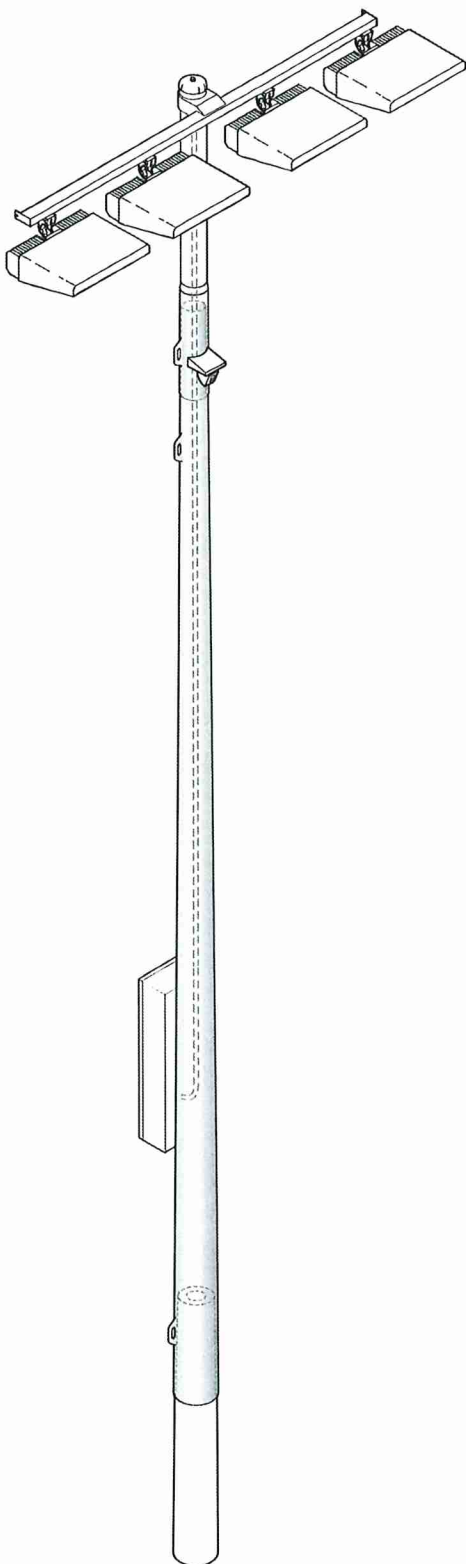
- 28-day compressive strength test on sample cylinder
- Bending moment capacity test on sample base
- Grounding system continuity
- Independent evaluation by ICC Evaluation Service, report #ESR-3765

TLC for LED® – Precast Concrete Base



*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.

TLC for LED® – Galvanized Steel Pole



Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

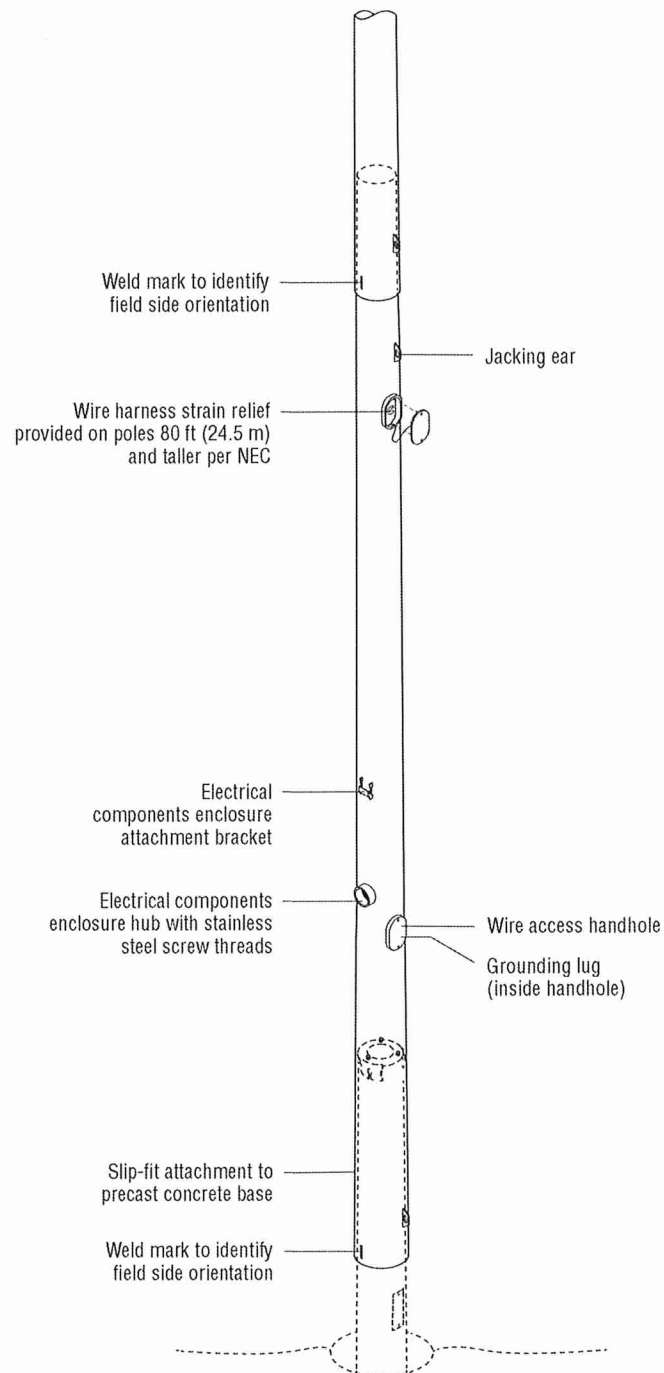
Construction

- Pole designs are tailored to meet the specific building codes and regulatory requirements of the project's location and region
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 standard
- Grounding lug—rated for copper (CU) wiring
- Stainless steel fasteners passivated and coated

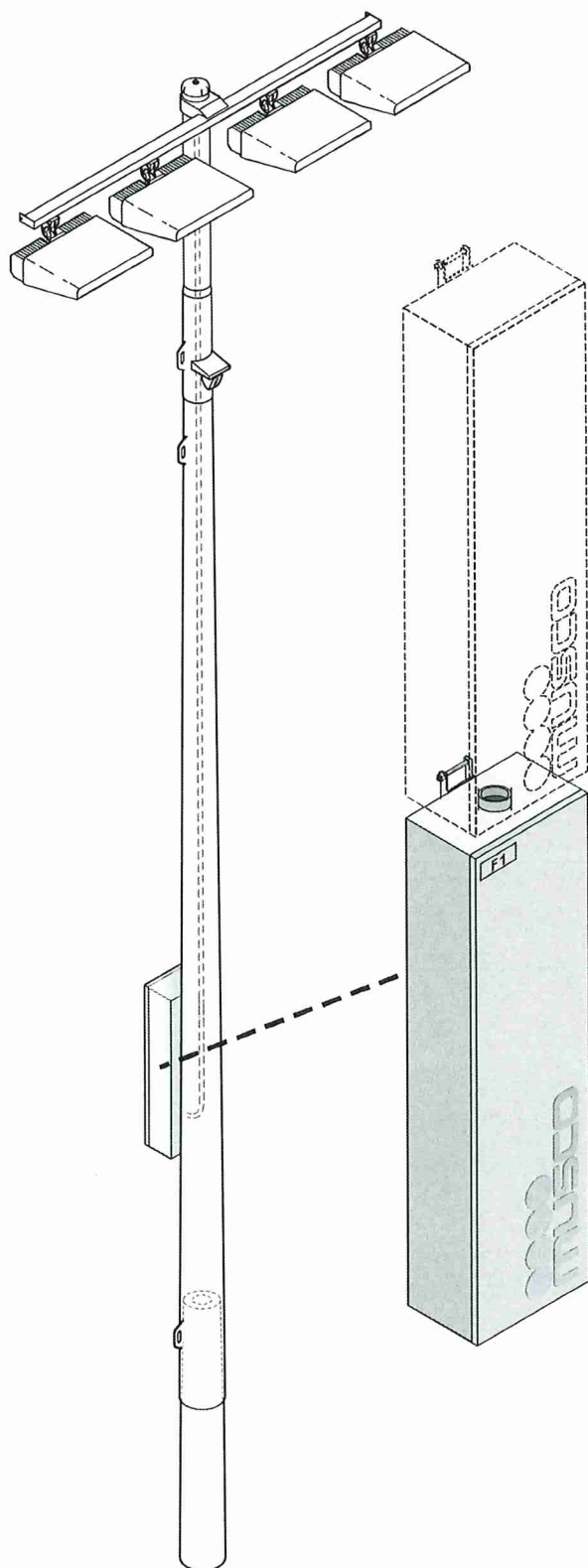
Quality Assurance Tests

- Material certifications are available upon notice prior to fabrication
- Straightness verification prior to shipment
- Galvanization thickness test

TLC for LED® – Galvanized Steel Pole



TLC for LED® – Electrical Components Enclosure



Overview

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick connect plugs fasten to the wire harness.

Features

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Disconnect per circuit

Technical Specifications

For amperage draws and circuitry refer to project specific document.

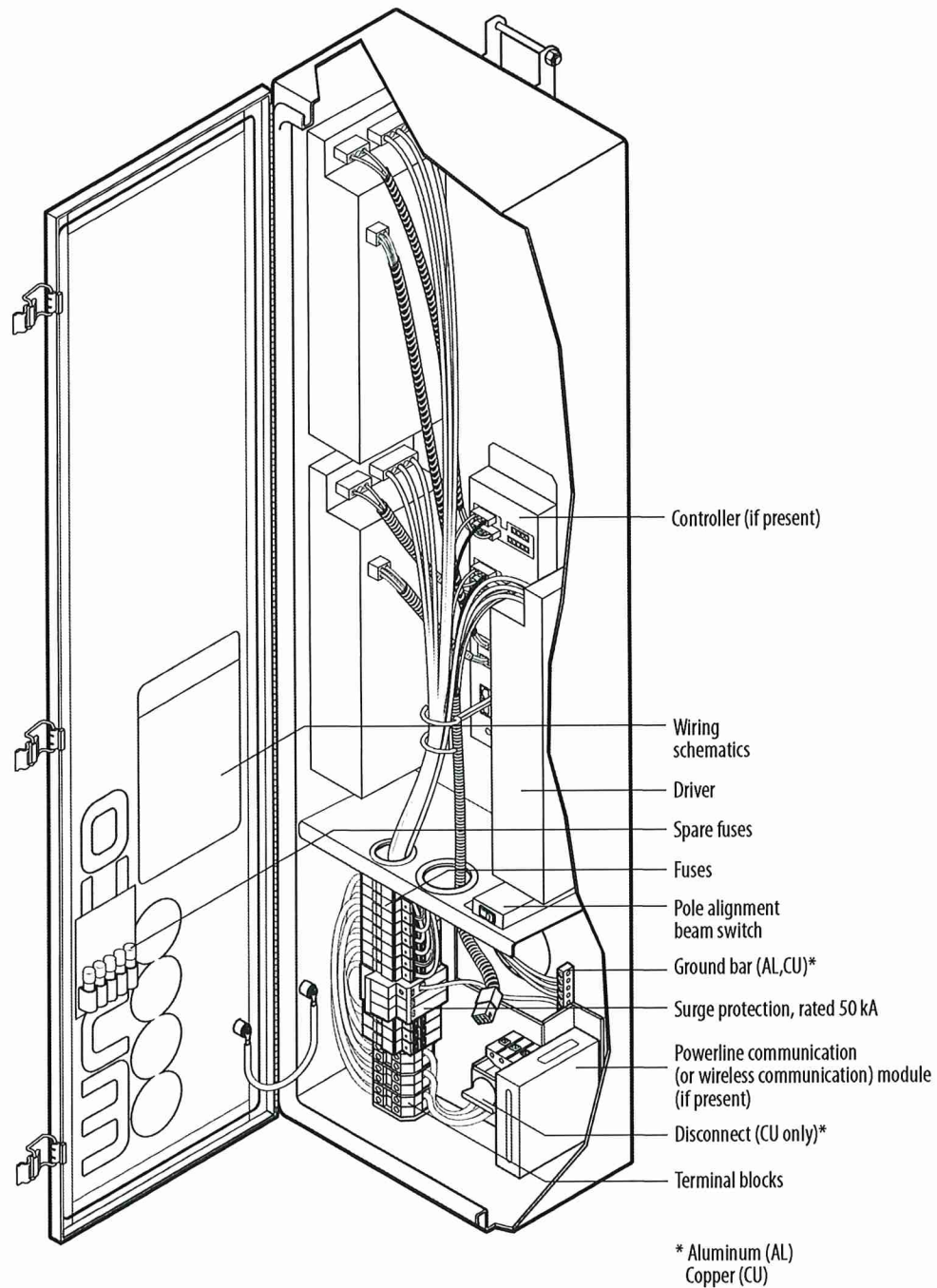
Construction

- 0.08 inch (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 50° C (122° F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets touchsafe standards
- Up to four drivers per enclosure
- Approximate weight 65 lb (29 kg)
- Lower enclosure size 14 in (356 mm) wide x 9 in (229 mm) deep x 52.5 in (1334 mm) high
- Upper enclosure size 14 in (356 mm) wide x 9 in (229 mm) deep x 40.5 in (1029 mm) high

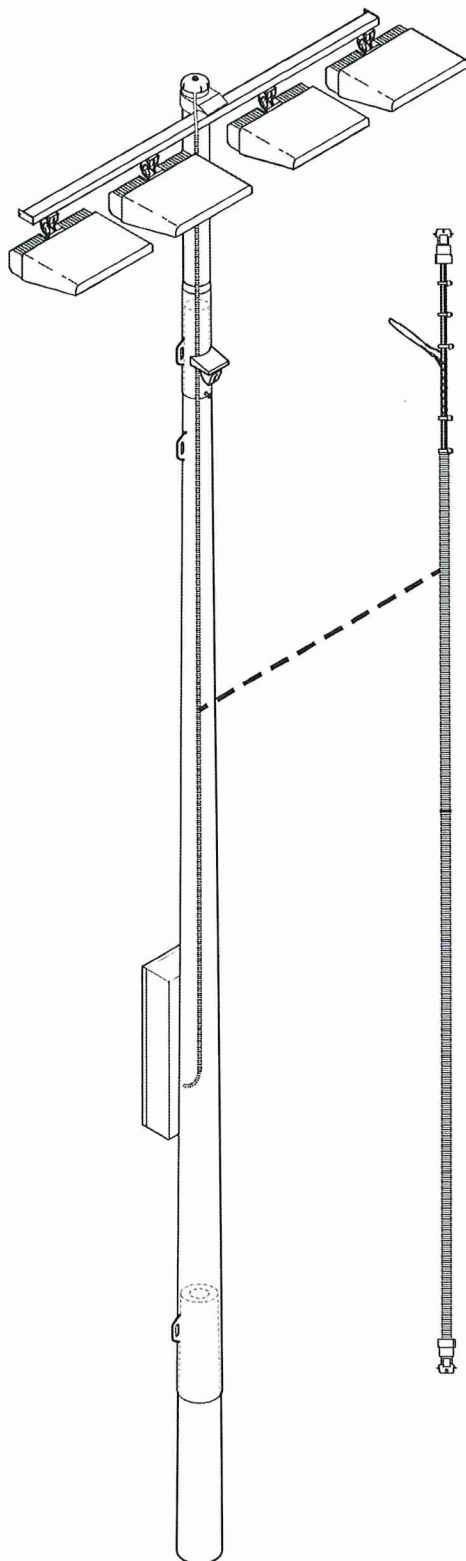
Quality Assurance Tests

- High potential dielectric withstand
- Full functionality test based on project's voltage and simulated load

TLC for LED® – Electrical Components Enclosure



TLC for LED® – Wire Harness



Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Features

- Quick connect plugs for easy field wiring
- Factory-assembled support grip alleviates strain on connections
- Spiral wound cable eliminates slippage
- Protective sleeve prevents wire damage
- All internal wiring, no exposed wires
- Labels identify pole and luminaires

Technical Specifications

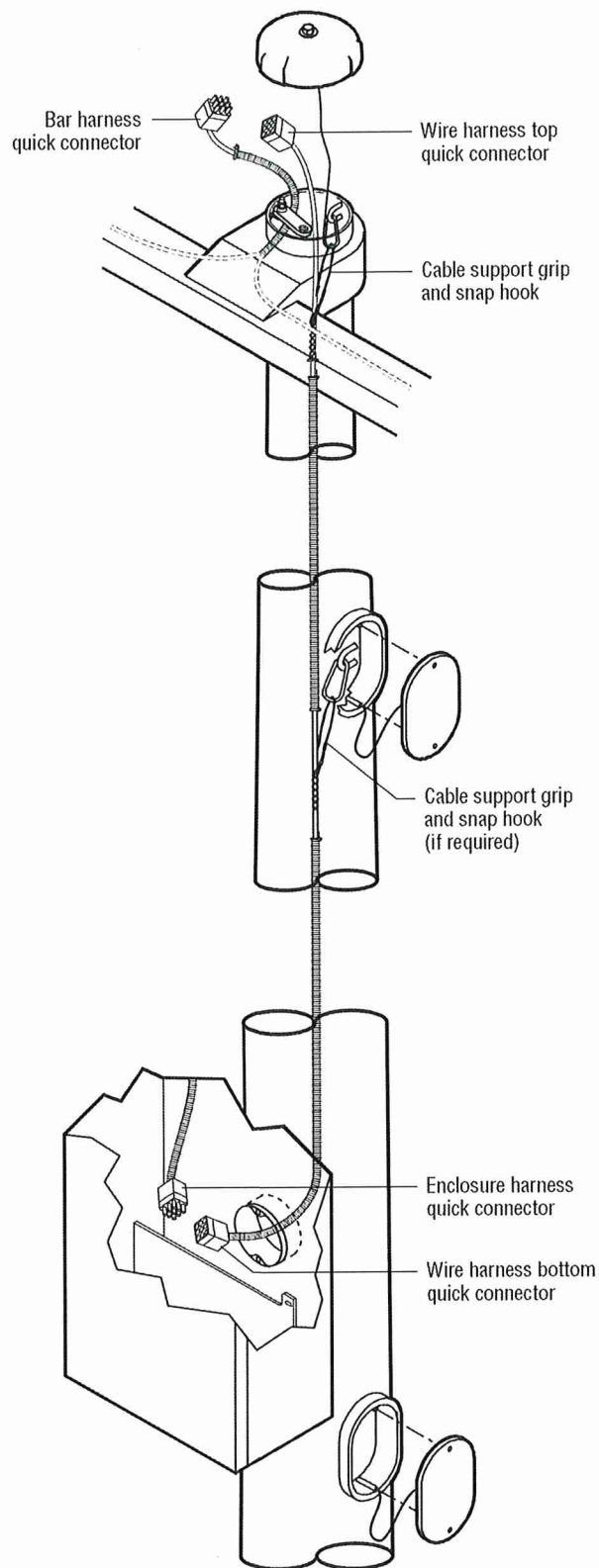
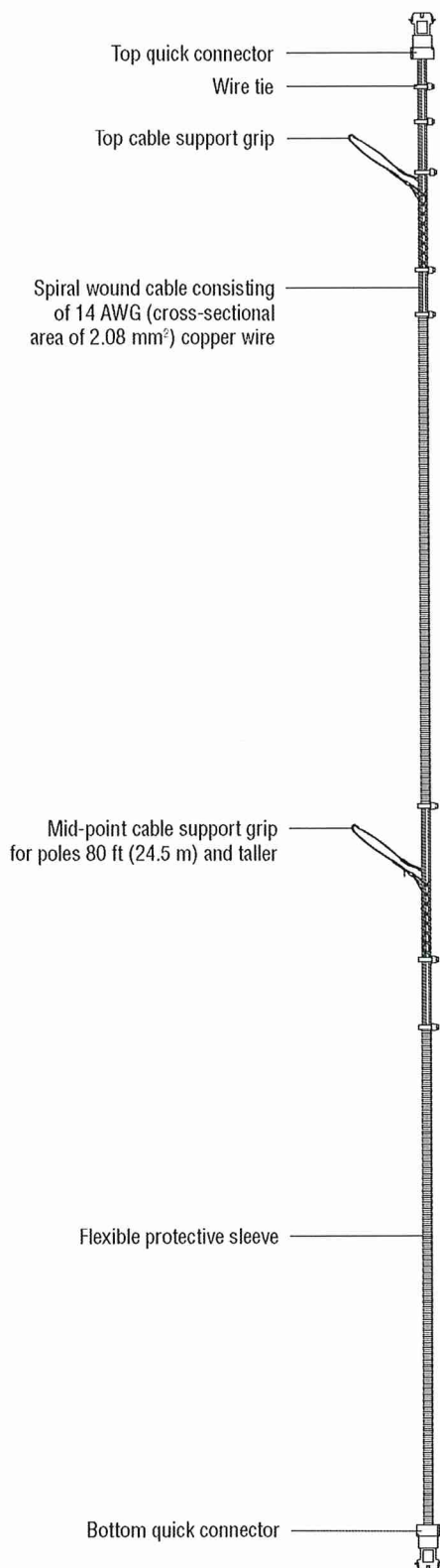
Construction

- Spiral wound, wrapped cable, 14 AWG (cross-sectional area of 2.08 mm²) copper wire
- Integral cable support grip
- Each harness supports up to four drivers
- Multiple top connectors may be present if required for number of luminaires

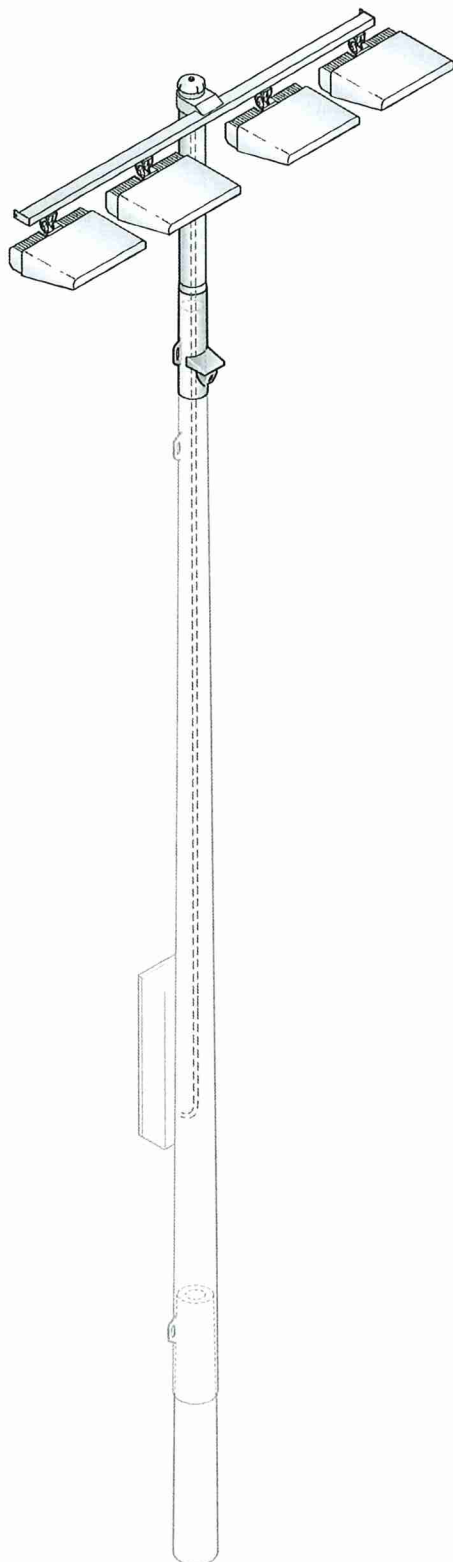
Quality Assurance Tests

- Connector to connector continuity test
- High potential dielectric withstand
- Machine applied termination crimp

TLC for LED® – Wire Harness



TLC for LED® – Poletop Luminaire Assembly, Weld On



Overview

The factory-aimed poletop luminaire assembly is the upper section of the pole and slip-fits together with the galvanized steel pole.

Features

- Each luminaire is factory-built, tested, and ships as a unit
- Luminaires are factory-aimed to two-tenths degree of accuracy
- Luminaire mounts and connects in a single step
- Slip-fit connection allows assembly with come-alongs
- All luminaires are factory-wired to a quick connect harness for easy installation
- Labels identify pole and luminaire location
- No exposed wiring or conduit
- Factory-set pole alignment beam allows easy field alignment

Technical Specifications

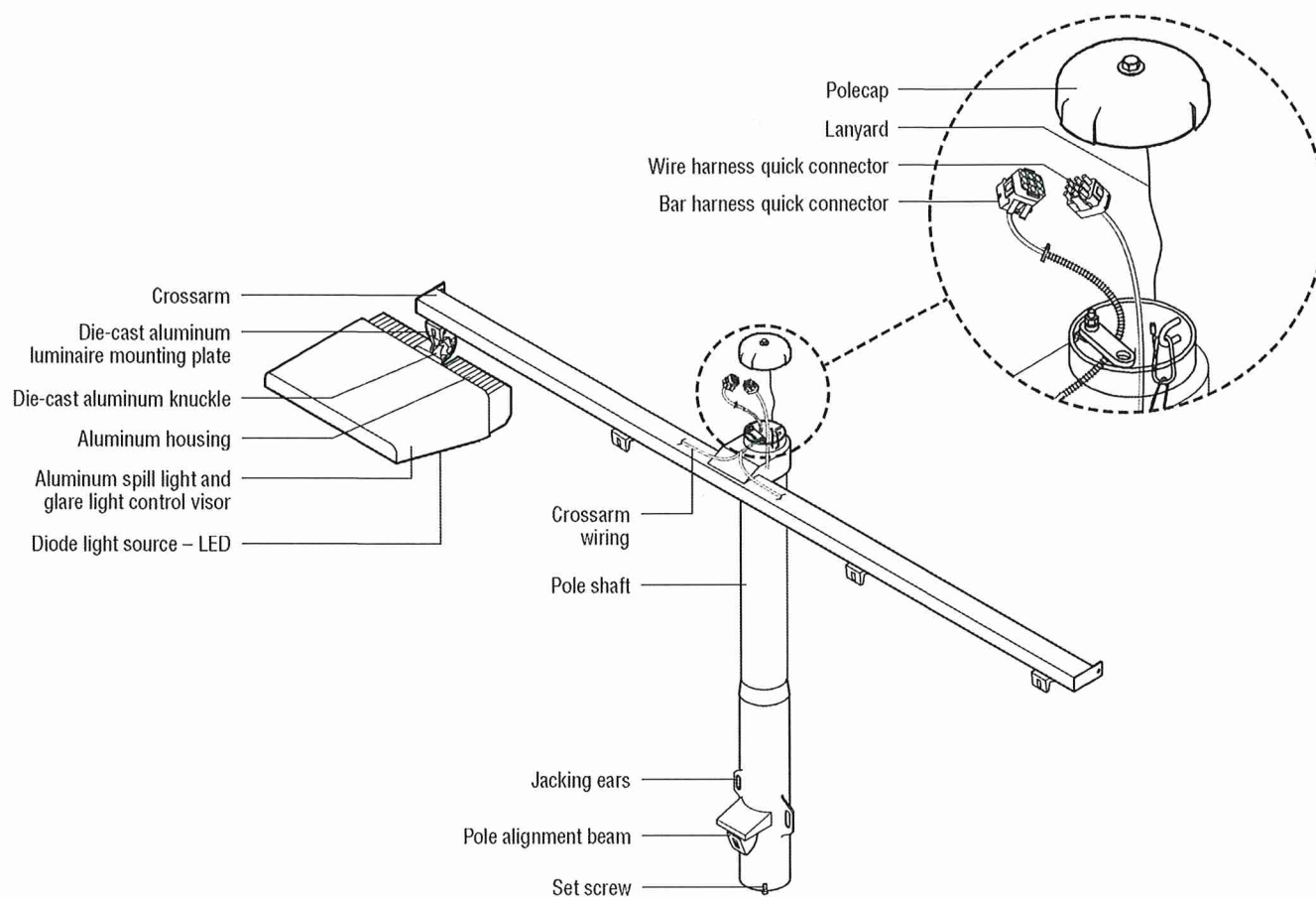
Construction

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- All aluminum components are powder-coated or anodized to mil-A-8625F and BS 5599
- Luminaire and knuckle are powder-coated die-cast aluminum
- All stainless steel fasteners are passivated and coated
- Crossarms are constructed of rectangular steel tubing
- Polecap is attached with stainless steel lanyard and securing bolt

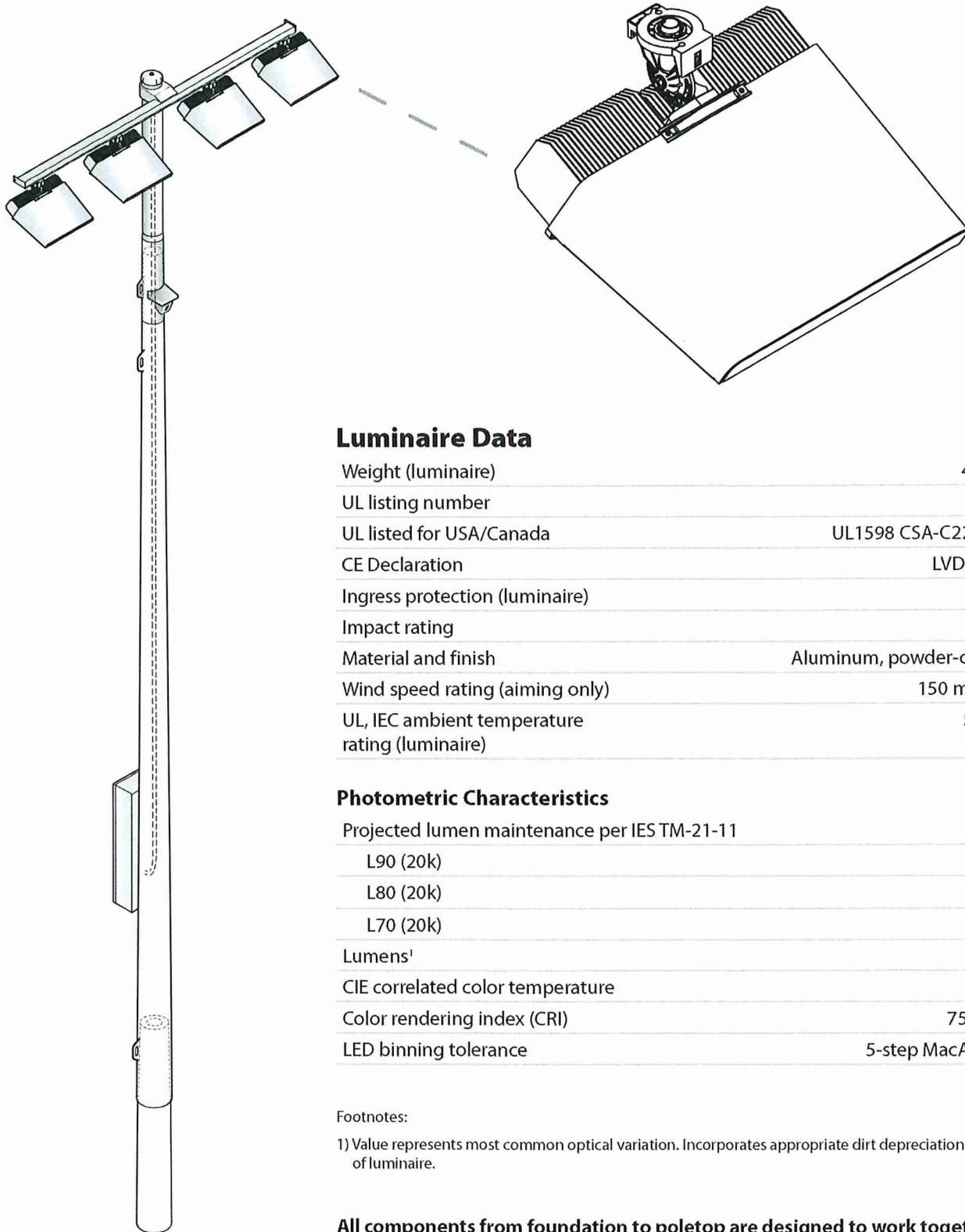
Quality Assurance Tests

- Galvanizing thickness
- High potential dielectric withstand
- Electrical continuity

TLC for LED® – Poletop Luminaire Assembly, Weld On



TLC-LED-1200 Luminaire and Driver



Luminaire Data

Weight (luminaire)	45 lb (20 kg)
UL listing number	E338094
UL listed for USA/Canada	UL1598 CSA-C22.2 No.250.0
CE Declaration	LVD, EMC, RoHS
Ingress protection (luminaire)	IP66
Impact rating	IK07
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL, IEC ambient temperature rating (luminaire)	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (20k)	>120,000 h
L80 (20k)	>120,000 h
L70 (20k)	>120,000 h
Lumens ¹	150,000
CIE correlated color temperature	5700 K
Color rendering index (CRI)	75 typ, 70 min
LED binning tolerance	5-step MacAdam Ellipse

Footnotes:

1) Value represents most common optical variation. Incorporates appropriate dirt depreciation factor for life of luminaire.

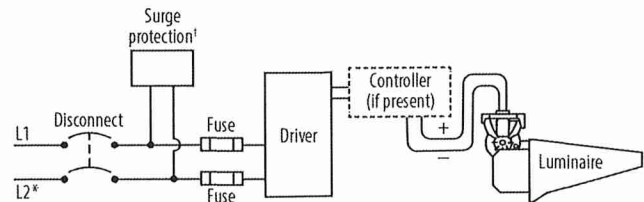
All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.

TLC-LED-1200 Luminaire and Driver

Electrical Data

Rated wattage ¹	
Per driver	1170 W
Per luminaire	1170 W
Number of luminaires per driver	1
Starting (inrush) current	<40 A, 256 µs
Fuse rating	15 A
UL, IEC ambient temperature rating (electrical components enclosure)	50°C (122°F)
Ingress protection (electrical components enclosure)	IP54
Efficiency	95%
Dimming mode	optional
Range, energy consumption	13 – 100%
Range, light output	18 – 100%
Flicker	<2%
Total harmonic distortion (THD) at full output	<20%

Typical Wiring



* If L2 is neutral then not switched or fused.
† Not present if indoor installation.

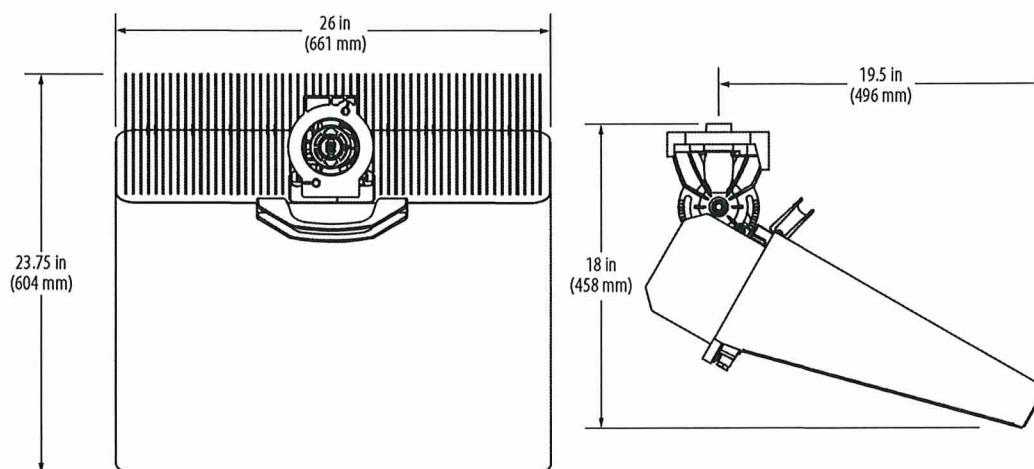
	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	7.20 A	6.92 A	6.54 A	6.26 A	6.00 A	5.20 A	4.15 A	3.79 A	3.60 A	3.47 A	3.00 A

Footnotes:

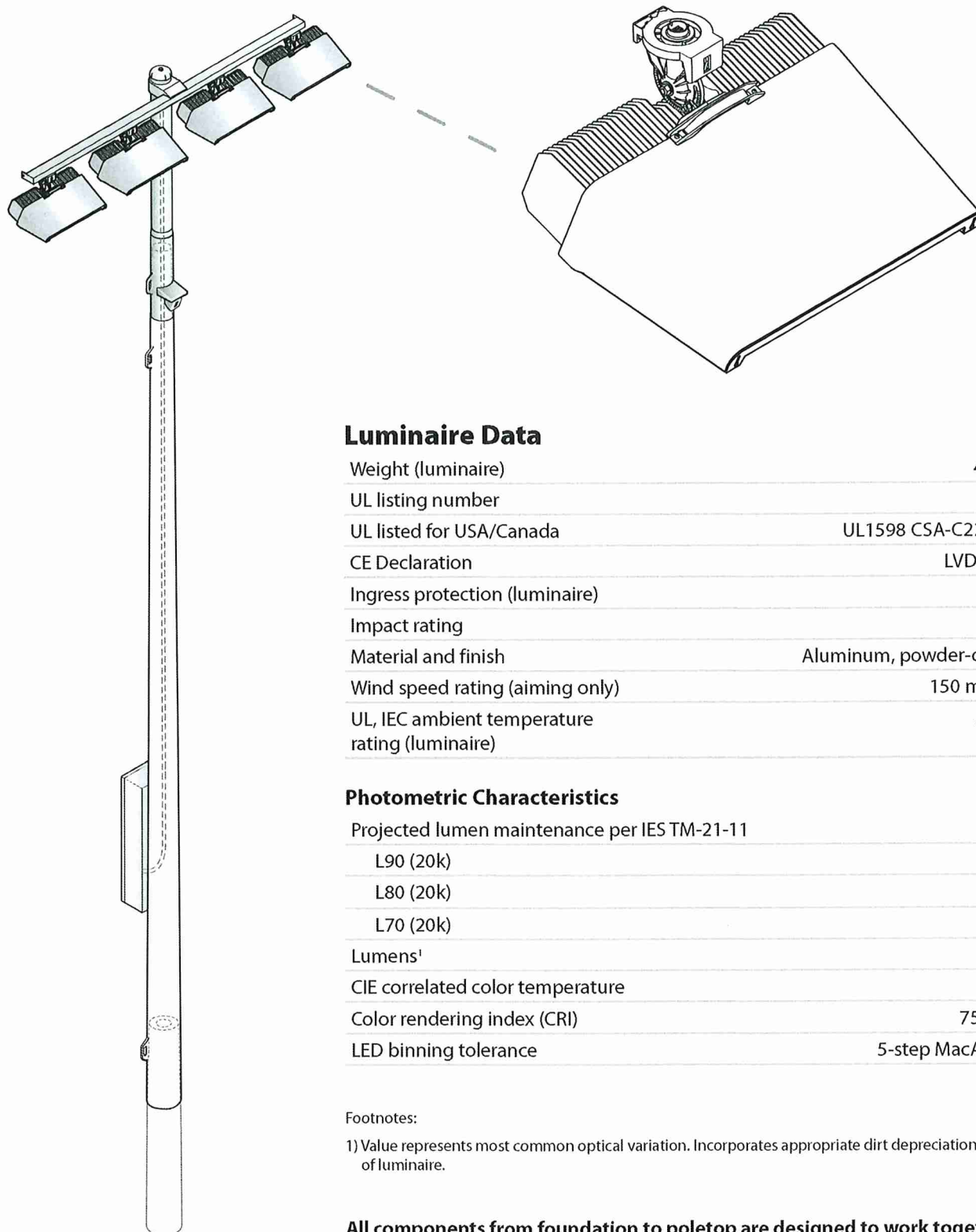
- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.



TLC-LED-900 Luminaire and Driver



Luminaire Data

Weight (luminaire)	40 lb (18 kg)
UL listing number	E338094
UL listed for USA/Canada	UL1598 CSA-C22.2 No.250.0
CE Declaration	LVD, EMC, RoHS
Ingress protection (luminaire)	IP66
Impact rating	IK07
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL, IEC ambient temperature rating (luminaire)	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11	
L90 (20k)	>120,000 h
L80 (20k)	>120,000 h
L70 (20k)	>120,000 h
Lumens ¹	104,000
CIE correlated color temperature	5700 K
Color rendering index (CRI)	75 typ, 70 min
LED binning tolerance	5-step MacAdam Ellipse

Footnotes:

1) Value represents most common optical variation. Incorporates appropriate dirt depreciation factor for life of luminaire.

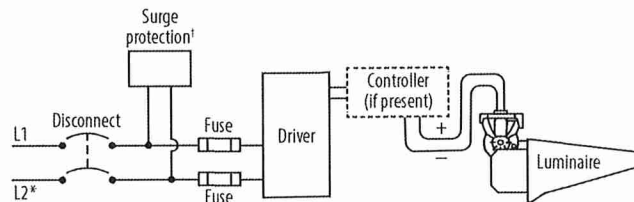
All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.

TLC-LED-900 Luminaire and Driver

Electrical Data

Rated wattage ¹	
Per driver	880 W
Per luminaire	880 W
Number of luminaires per driver	1
Starting (inrush) current	<40 A, 256 µs
Fuse rating	15 A
UL, IEC ambient temperature rating (electrical components enclosure)	50°C (122°F)
Ingress protection (electrical components enclosure)	IP54
Efficiency	95%
Dimming mode	optional
Range, energy consumption	21 – 100%
Range, light output	26 – 100%
Flicker	<2%
Total harmonic distortion (THD) at full output	<20%

Typical Wiring



* If L2 is neutral then not switched or fused.
† Not present if indoor installation.

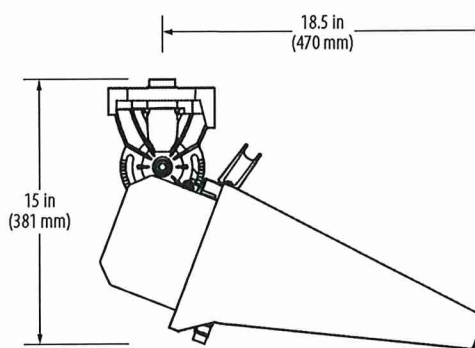
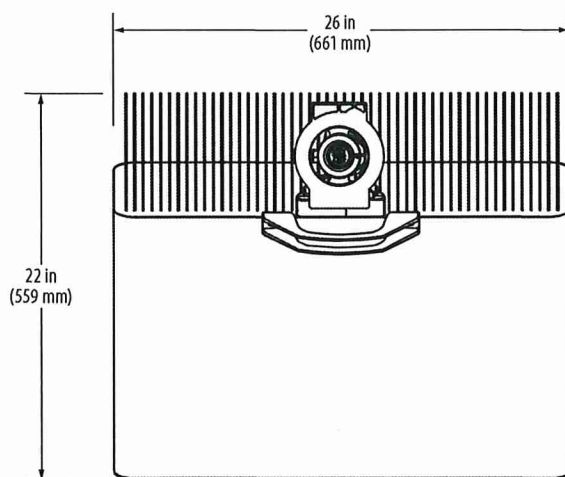
	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	5.43 A	5.22 A	4.93 A	4.72 A	4.52 A	3.92 A	3.13 A	2.86 A	2.72 A	2.62 A	2.26 A

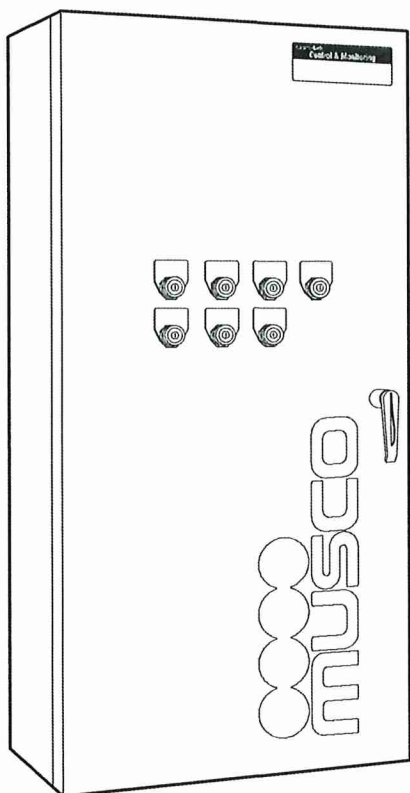
Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.





Overview

Control-Link® control and monitoring system provides flexible remote on/off control, monitoring, and management of your lighting system.

Features

Control

- Lighting system and auxiliary equipment
- Customized on/off control via phone, website, smartphone application, email, or fax up to 10 years in advance
- Multi-level user security settings
- Key-activated on/off/auto switches allow manual or automated control
- Seven controllable lighting zones

Monitoring

- Detects lamp outages and other issues that affect light quality

Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through website

Technical Specifications

Ratings

UL 508A Listed..... E204954
 FCC Part 15 Class A compliant
 Operating temperature -4 °F to 140 °F
 (-20 °C to 60 °C)

Weight for 72 inch (1829 mm) cabinet 180 lb (82 kg)

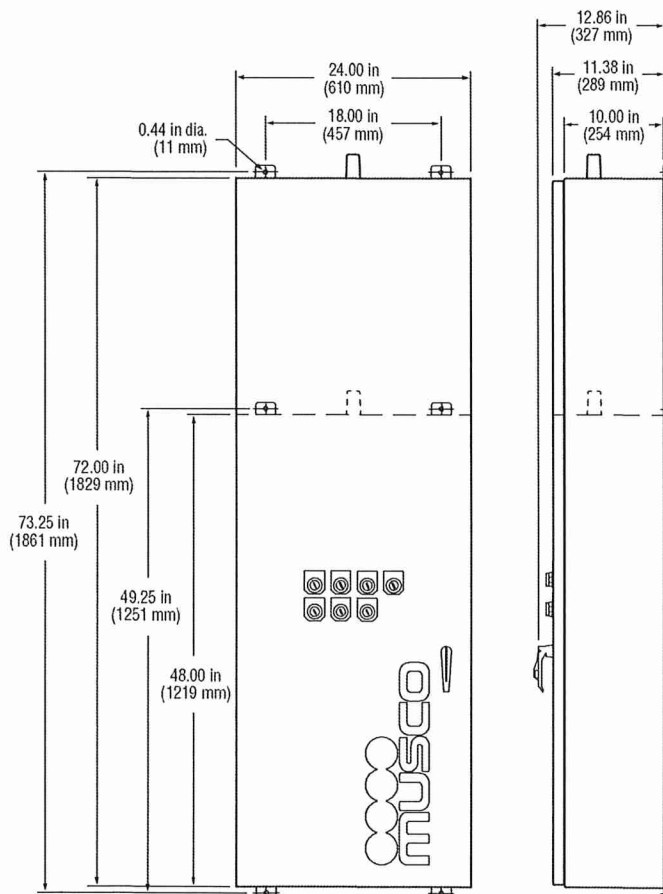
Weight for 48 inch (1219 mm) cabinet 140 lb (64 kg)

Short Circuit Current Rating (SCCR)

with 30 A contactors* 18 kA

with 60 or 100 A contactors* 25 kA

*Minimum circuit breaker interrupt rating must be greater than or equal to SCCR rating listed above.



Technical Specifications

Construction

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- Supports lighting system voltage up to 480 V
- Requires 120 V phase-to-neutral control voltage
- Protective cover isolates high voltage

Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- One control circuit operates entire cabinet
- Plug-in wire harnesses provided to connect multiple cabinets

Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Stores and executes schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption

Monitoring Modules

Monitors Musco lighting system and reports issues to keep facilities operating and to help plan routine maintenance. Alerts Control-Link Central service center to schedule appropriate action or maintenance.

Communication Module

Integrated communication system providing two-way reliable, high speed communication to Control-Link Central service center with no additional monthly charges during warranty period.

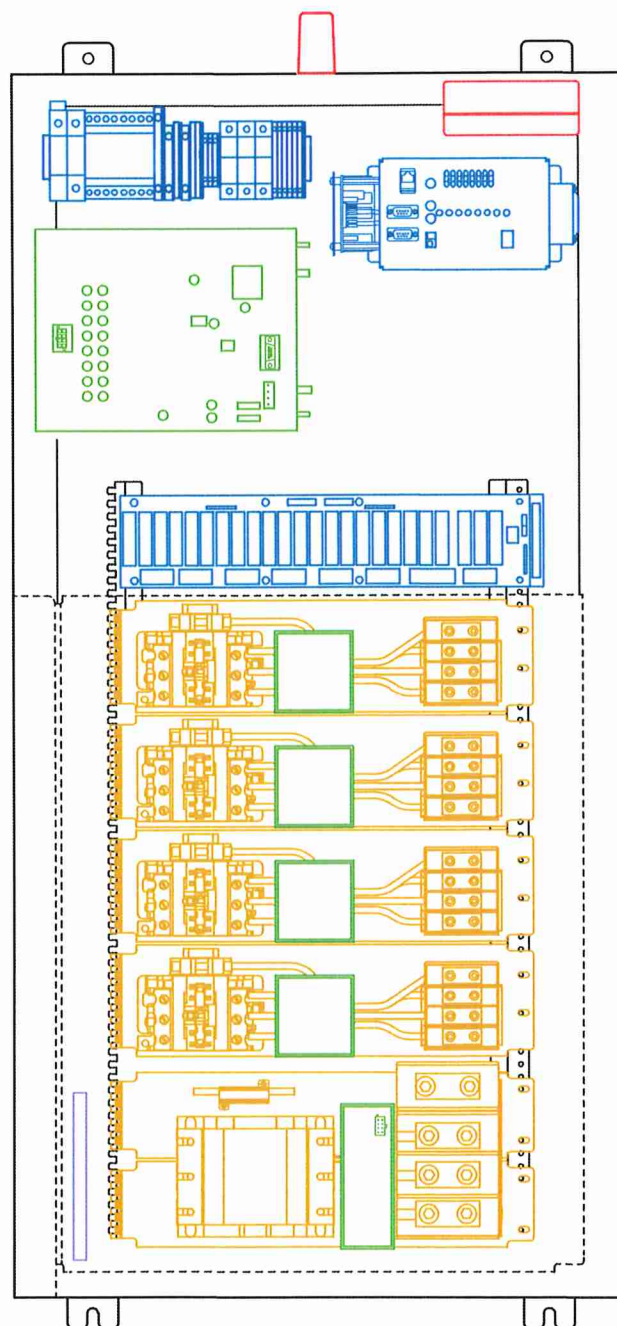
Contactor Modules

Switches equipment based on control module schedules.

- Tested and UL-listed for continuous operation at 100% of rated current
- Contactors rated for 30, 60, or 100 A

Ground Bar

Provides integral ground bar for lighting equipment grounding.



Safety: UL Product Certification

UL Product Certification for:

Musco Sports Lighting, LLC
100 1st Ave W
PO Box 808
Oskaloosa, IA 52577
USA



UL Category	Covers	UL Number
High-Intensity Discharge Surface-Mounted Luminaires	- Green Generation™ luminaires and remote ballast assemblies - SportsCluster® and SportsCluster-2® luminaires and remote ballast assemblies - Light-Structure 2™ and Light-Structure System™ luminaires and remote ballast assemblies 1000 W Light-Pak™ and Light-Pak indoor luminaires with Multi-Watt™ control system 1000 W Show-Light™ and Show-Light Green™ luminaires with hooded light actuator system and remote ballast assemblies 2000 W Mirtran™ luminaire - Stadium 2K Fixture™ 2000 W luminaire and Hot Restrike Green™ 2000 W hot restrike luminaire	E33316
Management Equipment, Energy	Lighting control systems for: - Control-Link® control and monitoring system - Control-Link retrofit control system	E139944
Industrial Control Panels	Control panels and enclosures for: - Control-Link® control and monitoring system - Control-Link retrofit control system - Lighting contactor cabinets - Multi-Watt™ control systems	E204954
Emergency Lighting and Power Equipment	Auxiliary Lighting Interface Cabinet (ALIC)	E311491
Luminaire Fittings	Galvanized steel poles 12 ft (3.7 m) or less for: - Poles for Mirtran™ luminaire mounting - Rooftop poles - Special applications	E132445
Luminaire Pole in Excess of 12 ft (3.7 m)	Galvanized steel poles greater than 12 ft (3.7 m) for: - Light-Structure System™ luminaire mounting - Sportspole™ structure or mounting system and special applications	E325078



Safety: UL Product Certification

UL Category	Covers	UL Number
Devices, Scaffolding	Service platforms for: • Light-Structure System™ luminaires and remote ballast assemblies • SportsCluster® System luminaires and remote ballast assemblies	SA7004
Lightning Conductors, Air Terminals, and Fittings	• Light-Structure System™ pole structure concrete base	E337467
Light-Emitting-Diode Surface-Mounted Luminaires	• LED luminaires and driver assemblies • LED auxiliary luminaires	E338094

A copy of the UL Certificate of Compliance is available upon your request.





Quote #2

Project: Hearthside Park Hockey

Date: 4/3/2025

Location: Minnesota

QL#: 23300D2A-SF10246

Quotation

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below

Sales tax, labor, unloading and install of equipment is not included as part of this quotation.

Hockey and Open Skate Area
Hearthside Park
Cottage Grove, Minnesota

Project: New lights and new poles on 1 hockey and 1 open skate area

Light Levels:

Hockey: A 30 Foot Candle (FC) average LED design

Open Skate Area: A 7FC average LED design

Poles: 2 50' MH galvanized steel sports lighting poles

Installation: This is a materials-only proposal

\$60,252

Early Payment Discount
(50% payment due
within 7 business days
of issuance of PO)

- \$1,142

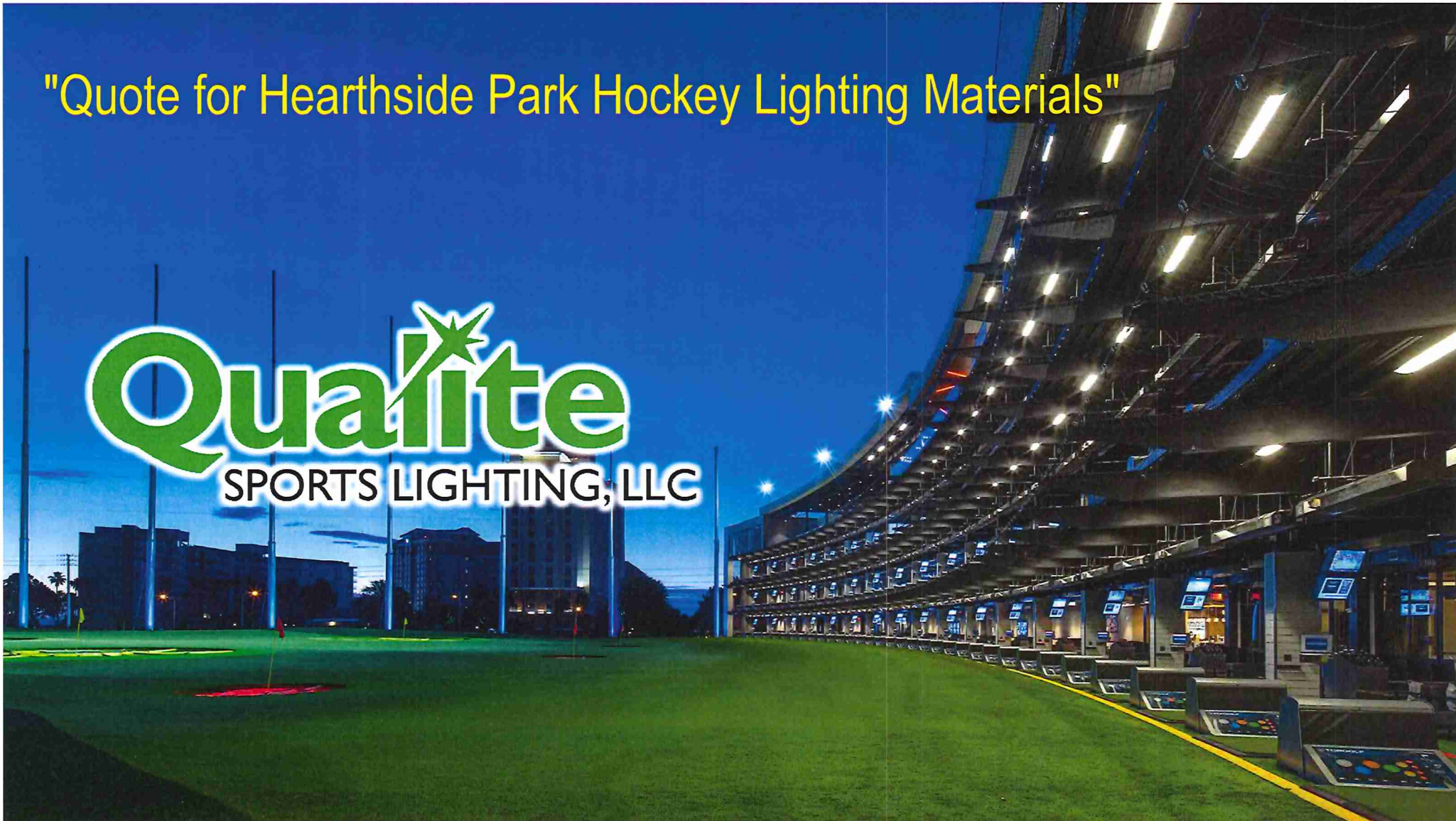
\$59,110

System Includes

- 2 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (4F - 3 Fixtures) One on each pole.
- 1 - GameChanger Gen 4 Small fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (2F - 2 Fixtures) One on Pole H2.
- 1 - On/Off GameChanger™ Switch
- 1 - Field Audit
- 8 - GameChanger Gen 4 Visor
- 1 - 25-Year, Maintenance-Free Warranty
- 1 - Project Design & Engineering Services
- 1 - 50' MH Galvanized steel, anchor-base sports lighting pole. EPA of 8. 115 MPH per ASCE 7-10 Risk Category II. Pole H1.
- 1 - 50' MH Galvanized steel, anchor-base sports lighting pole. EPA of 10. 115 MPH per ASCE 7-10 Risk Category II. Pole H2.
- 1 - Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
- 1 - Foundation Design
- 1 - Pre ship of bolts & templates
- 1 - \$1,142 - EARLY PAY DISCOUNT AVAILABLE, when 50% deposit is paid at time purchase order is issued to Qualite.

"Quote for Hearthside Park Hockey Lighting Materials"

Qualite
SPORTS LIGHTING, LLC





THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: **HEARTHSIDE PARK SPILL**

LOCATION: **COTTAGE GROVE, MN**

REF# QL-23300

DESIGNER: BLR

REV: D2-A

DATE: 4/1/2025

Calculation Summary									
Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
HOCKEY	Fc	30.2	48	15	3.2	0.28	1.93	176	10x10
OPEN SKATE AREA	Fc	7.9	18	2	9.0	0.54	2.00	87	10x10
VERTICAL SPILL	Fc	0.150	0.37	0.02	N.A.	0.7300	N.A.	18	30x30
VERTICAL SPILL_1	Fc	0.270	0.46	0.08	N.A.	0.5000	N.A.	11	30x30

Luminaire Schedule					
Project: H1 50' 3 LIGHTS ON A 4F STANCHION					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 1200 N5-2_9-V	GEN 4 LARGE VISORED	1170	2340
	1	GC 1200 N6-2_9-V	GEN 4 LARGE VISORED	1170	1170

Watts Per Pole	
Project: HEARTHSIDE PARK	
Label	Kw
H1	4.810
H2	3.510
TOTAL	8.320

TOTAL Luminaire Schedule TOTAL: 8					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1200 N4-2_9-V	GEN 4 LARGE VISORED	1170	1170
	3	GC 1200 N5-2_9-V	GEN 4 LARGE VISORED	1170	3510
	1	GC 1200 N4W-2_9-V	GEN 4 LARGE VISORED	1170	1170
	1	GC 1200 N6-2_9-V	GEN 4 LARGE VISORED	1170	1170
	2	GC 600 N6-3_3-V	GEN 4 SMALL VISORED	650	1300

Luminaire Schedule					
Project: H2 50' 3 LIGHTS ON A 4F STANCHION & 2 600W LIGHTS ON A 2F CROSS-ARM					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1200 N4-2_9-V	GEN 4 LARGE VISORED	1170	1170
	1	GC 1200 N5-2_9-V	GEN 4 LARGE VISORED	1170	1170
	1	GC 1200 N4W-2_9-V	GEN 4 LARGE VISORED	1170	1170
	2	GC 600 N6-3_3-V	GEN 4 SMALL VISORED	650	1300

THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



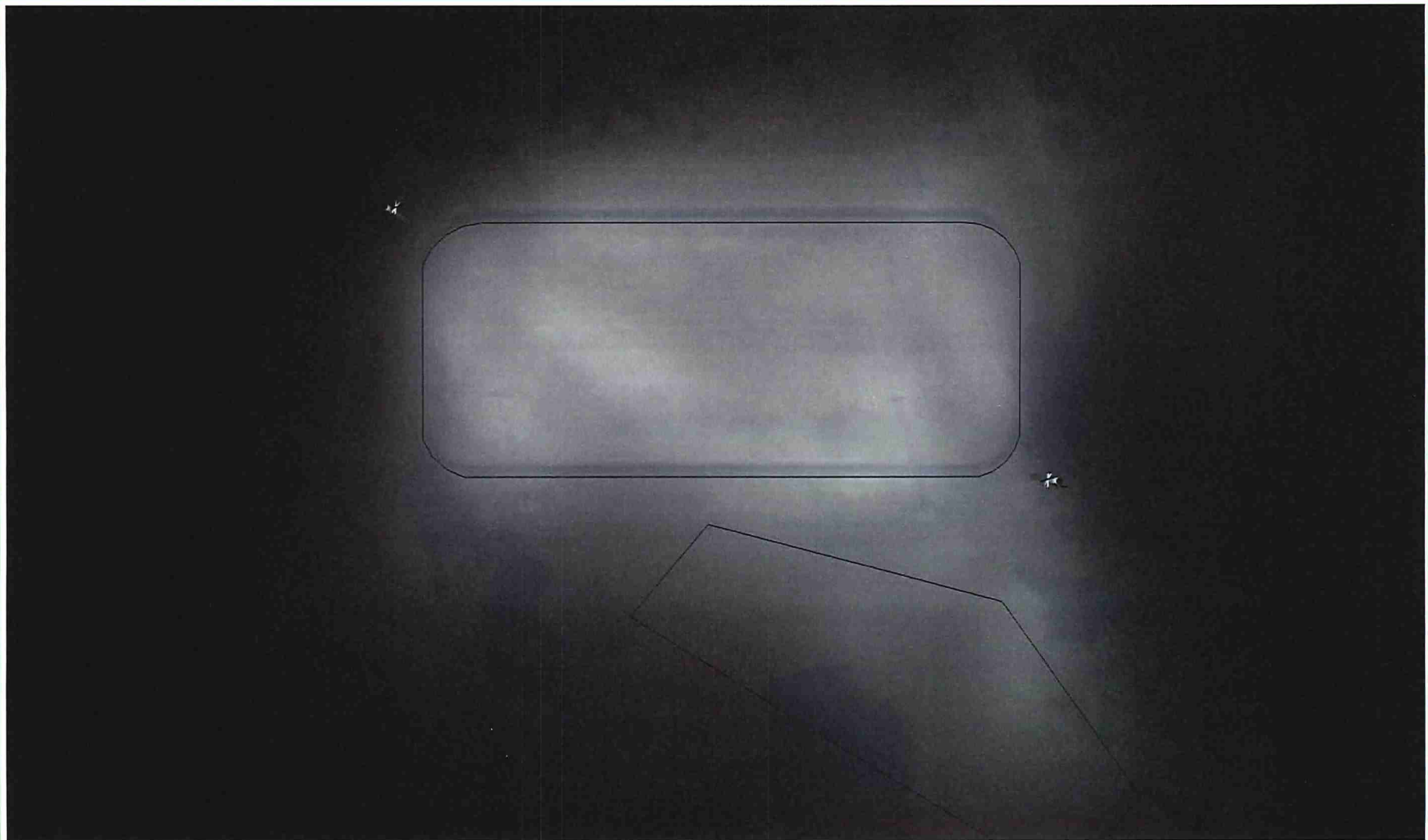
JOB NAME: **HEARTHSIDE PARK**
LOCATION: **COTTAGE GROVE, MN**

REF# QL-23300

REV: D2-A

DESIGNER: BLR

DATE: 4/1/2025



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: **HEARTHSIDE PARK**

LOCATION: **COTTAGE GROVE, MN**

REF# QL-23300

DESIGNER: BLR

REV: D2-A

DATE: 4/1/2025

ELEVATE YOUR GAME WITH QUALITE

We are an American made, award winning, sports lighting manufacturer.

Who We Are

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league professional sports franchises for over 40 years. Qualite's Q-LED GameChanger™ is the first high-performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

Where are we located

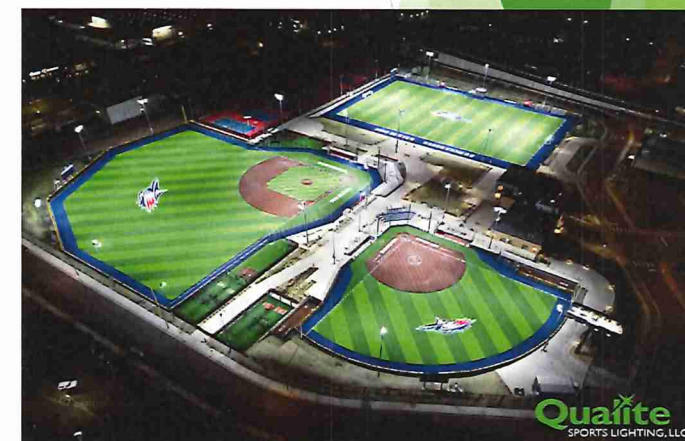
Qualite maintains corporate operations in Hillsdale, MI, along with our manufacturing facility, sales and customer service teams. In addition to having representatives across the country, Qualite also has a service center in Orlando, Florida.

Project Management

Qualite offers complete project management to provide seamless, on time completion of your project.

Lighting System Design

Qualite utilizes its experienced design team to develop complete lighting designs that provide code-compliant, yet energy-efficient, lighting systems



25-YEAR TOTAL COVERAGE WARRANTY

Qualite Sports Lighting provides a 25-year “total coverage warranty” to the owner for complete peace of mind at no out-of-pocket cost. What this warranty covers: Qualite warrants the GameChanger™ LED Lighting System for 25 years from failure. All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Qualite’s expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Qualite’s expense.

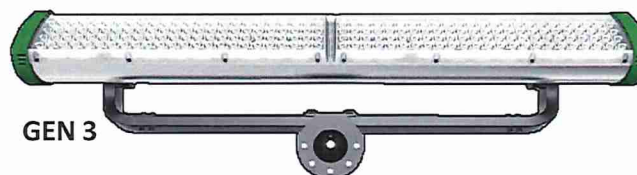
What is covered and included:

- Total system coverage, lights, poles, drivers, etc.
- All labor
- Lifts, crane or other equipment required for repair
- All parts will be supplied by Qualite at no cost to owner
- Light levels are guaranteed for full 25-year period
- Fixture aiming and mounting is guaranteed.

What is not covered:

- Acts of God. (flood, lightning, tornado, etc.)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

GAMECHANGER™
QLED



GEN 3



GEN 4



Qualite

RAB PARTNERSHIP LIGHTING EXPERIENCE

RAB Control System

Complete control at anytime with RAB AES security US Government standard system. Control your light system through the Lightcloud App, from your phone, tablet, or computer anywhere at anytime. Qualite and RAB teams are available for troubleshooting issues 24/7.

CUSTOM SCHEDULING

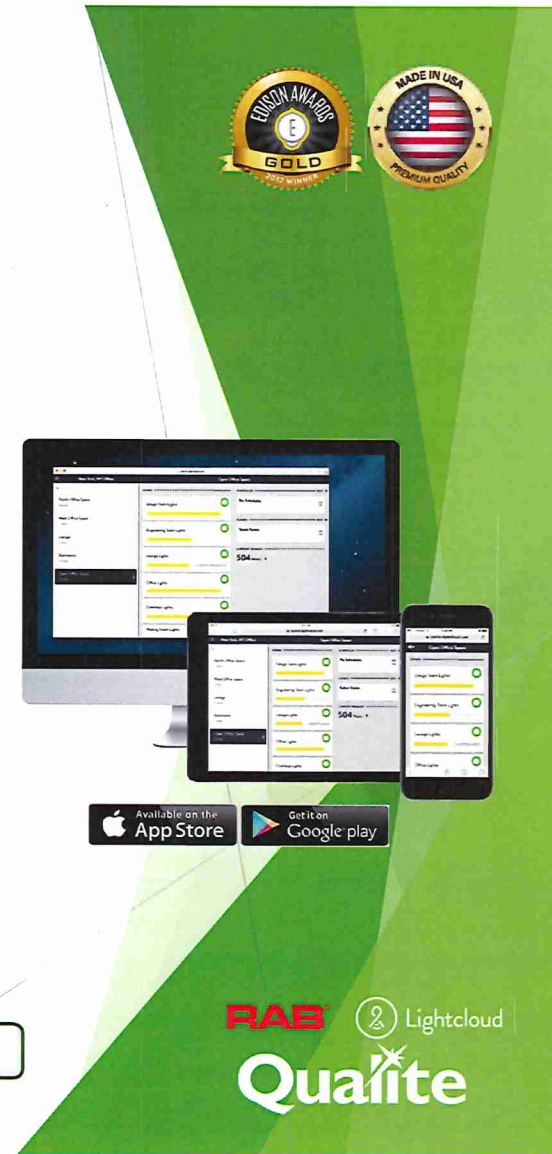
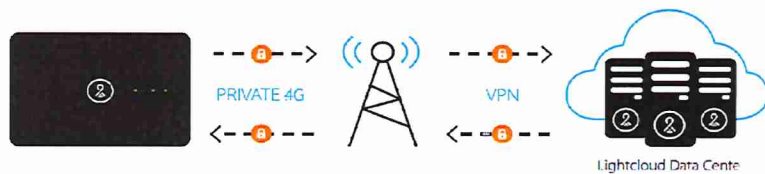
USER FRIENDLY
INTERFACE

MANAGE REMOTELY

SECURE AUTHENTICATION

Lightcloud Security:

We take our users' security and privacy concerns seriously and strive to be transparent about our security infrastructure and practices. We secure our devices and data at every level of communication, from the site to the cloud, with 5 layers of security.





Keep Your Neighbors in the Dark.

Be a good neighbor with amazing light spill & glare control!



Introducing the **ALL NEW**
GameChanger™ Gen 4 Series!

GAMECHANGER™ Q-LED™



Features:

- Meet and exceed spill & glare control requirements to keep your neighbors happy
- Driver cabinets lower on pole - no need for bucket truck to come back to your field for maintenance
- Wireless controls with no operation cost to you
- Entertainment package available; includes pre-set & custom scenes for field lights, dynamic & RGBA lighting
- 25-year warranty on parts & labor



Consider Qualite for a great option that includes everything from inception to completion of your project, including specifications, light designs, engineering, quotations, light level audit, and complete installation.

Main: 800.933.9741 • Fax: 517.437.3146 • info@qualite.com • www.qualite.com

Qualite GameChanger® Gen 4 QLED System offers the most advanced spill and glare control, making it the ideal choice when neighbors are close. It provides top-level field uniformity while reducing energy consumption for your project.

With 38 years of experience in the sports lighting industry, Qualite designs and produces all products in the USA. We have thousands of installations across the country.

We can also assist with the installation of lights and poles in most areas, if needed. Our 25-year full warranty includes parts & labor, ensuring a maintenance-free system for the owner. Our warranty covers both new installations and retrofit projects.

Additionally, we offer remote monitoring and adjustment capabilities for added convenience.

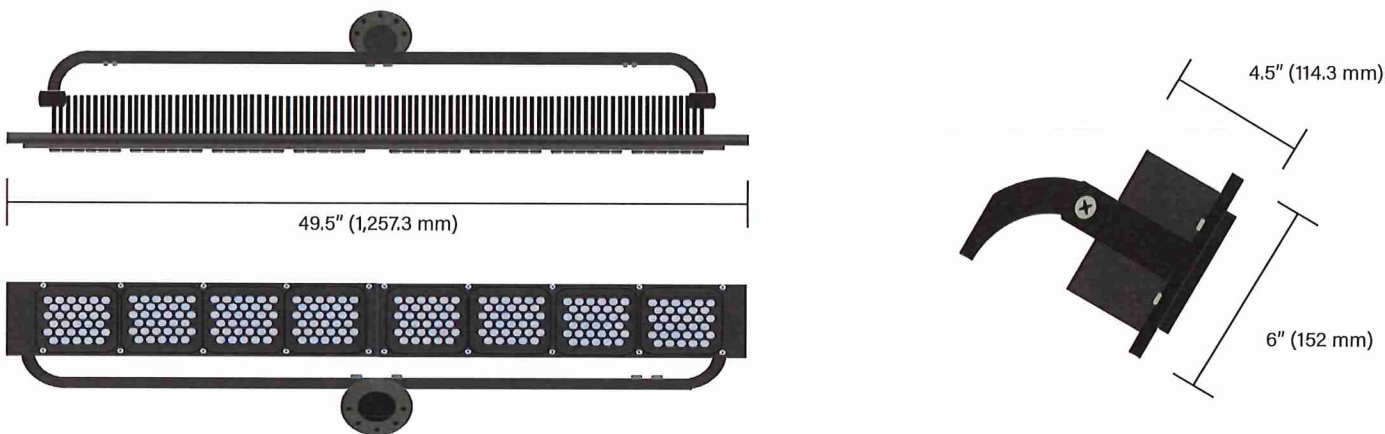
Qualite makes purchasing easy through national cooperative purchasing contracts. We provide project management to ensure a smooth process from start to finish.

If you haven't compared Qualite Sports Lighting with other options, you have nothing to lose, and everything to gain. You'll receive a comprehensive design and quote package from an award-winning national provider, likely at a competitive price with all the features you need.

Make the better choice, with Qualite!

Qualite
SPORTS LIGHTING, LLC

Fixture Technical Specifications



- Applications**

 - Outdoor sports fields at all levels
 - General area lighting
- Controls**

 - LightCloud Gateway 4G
 - Onsite touchscreen or smart switch w/dimmer
- Input Power**

 - 208v - 240v auto sensing
 - 277v - 480v auto sensing
- Ratings**

 - IP66, -40°C to 55°C

GameChanger Electric Detail	GEN4 Series (up to)
Kw Draw	1.320
*Lumen Output	143,827
CCT	5,700
CRI	>80
Weight	39 lbs.
Current	Amps (up to)
277v	4.76
240v	5.50
208v	6.35
480 1 Ø	2.83
480 3 Ø	1.59 (w/ balanced load)

Please contact us for full technical specifications and all available options.

Basic Assembly Configuration

The GameChanger Lighting System

Pre-aimed, pre-wired and **FULLY ASSEMBLED** light racks for unequaled ease of assembly with guaranteed performance.

Features	System Benefits
High Efficiency LED	• Lower power consumption • Very Low Lumen depreciation • 5700K / 80CRI Min
Pre-Wired and Pre-Aimed System	• Ease of Installation • Guaranteed light levels • System engineered components
Nearly Instant On/Off	• Allows for emergency • No warm-up/cool-down time
Color-Consistency Dimmable	• Maintains high denition quality lighting • Power savings and design flexibility
Environmentally Safe	• ROHS compliant

Pre-wired, pre-aimed, and pre-assembled light stanchion - lights available with full visors as shown



Junction box

Remote driver / Distribution cabinet (see details below)

Qualite provided wire harness (internal to the pole)



Driver Distribution Cabinet



Remote Driver Cabinet
Mounted 10 ft. off the ground for safety and accessibility



Controller Gateway
Can be mounted in concessions, electrical room, outside, etc. Requires 120v outlet.

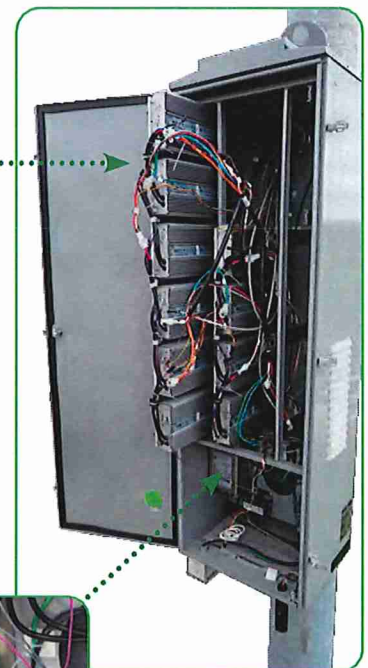
Surge Protection
100kA Rating
Fail Safe Operation
Built-in Thermal Disconnect

Easy Access Driver
with pullout service slides

Programmable IP67 Rated Drivers
with internal thermal protection power supply

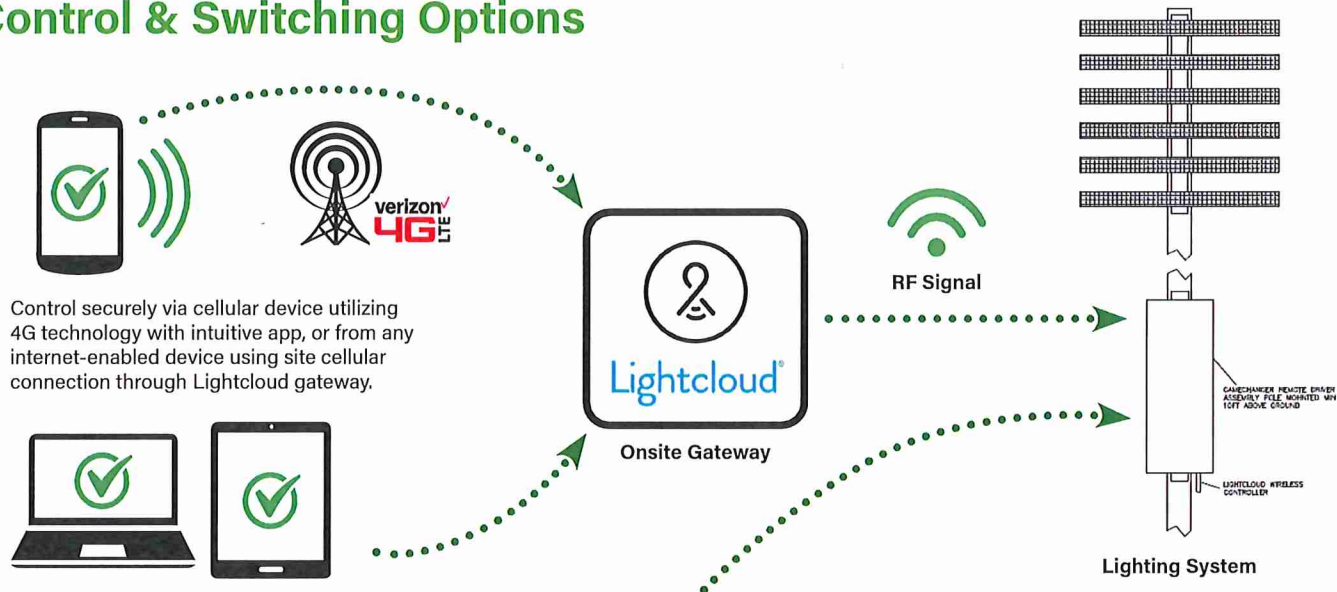
Wireless Controller Disconnect
Pre-wired for single point disconnection

Fused for redundant protection



Power Line Filter
Reduce EMI and RFI (both direction)

Control & Switching Options



Redundant Onsite Control Option

Touchscreen and Smart Switch talk directly to the pole in the event the gateway should fall offline. Either option can be used as a redundant back-up control option or easy access onsite control without the use of cellular gateway or phone. Either unit communicates directly to pole driver enclosure.



– OR –



About Qualite

If you haven't compared Qualite Sports Lighting to your other options recently, you have nothing to lose and everything to gain. Discover the difference with our comprehensive design and quote package from an award-winning national provider of sports lighting. You'll likely find a competitive price that includes all the features and functions you need.

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league professional sports franchises for over 30 years. Qualite's Q-LED GameChanger™ is the first high performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

25-Year Service Warranty

Qualite provides a complete 25-year service and performance warranty. This warranty includes parts, labor and equipment to keep your lighting system running at its peak performance for a full 25 years. All service work is performed by our factory-trained service technicians. We also utilize our wireless controls for system monitoring and remote service.



Let us know when you are ready to make a better choice!

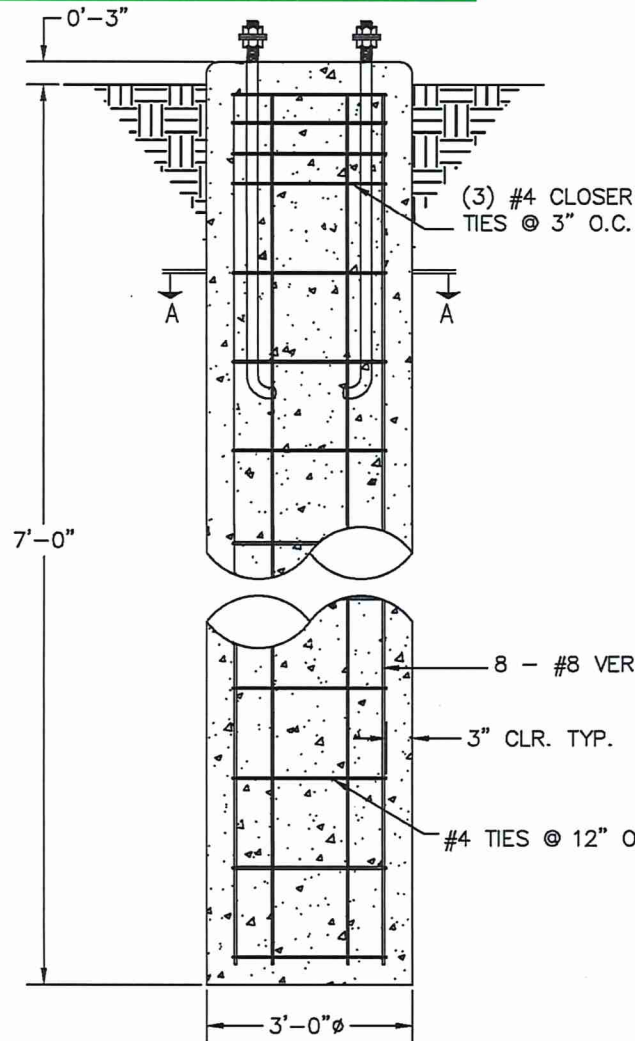
Main: 800.933.9741 • Fax: 517.437.3146 • info@qualite.com • www.qualite.com

Qualite
SPORTS LIGHTING, LLC

GAMECHANGER™

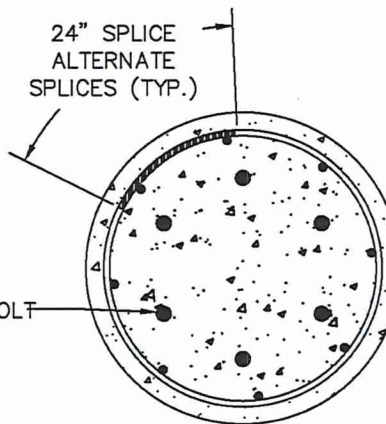
Q-LED

NOTES: FOUNDATION



FOUNDATION

1. BACKFILL MAY BE FILLED USING POLECRETE STABILIZER OR CONCRETE. ALL CONCRETE SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE SHALL HAVE MAXIMUM WATER/CEMENT RATIO OF 0.5. FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
2. ALL CONCRETE REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. ALL REINFORCING DETAILS SHALL CONFORM TO "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 315, LATEST EDITION, UNLESS DETAILED OTHERWISE ON THE DRAWING.
3. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE 3.0" MIN.
4. SEE STRUCTURE DRAWING FOR ANCHOR BOLT QUANTITY, SIZE, LENGTH, BOLT CIRCLE, MATERIAL GRADE & ORIENTATION.
5. SOIL PARAMETERS ARE BASED UPON ASSUMED SOILS. REFER TO PAGE 2 OF 14 FOR SOIL PARAMETERS USED IN THE DESIGN. UPON CONSTRUCTION, IF THE SOIL PARAMETERS DO NOT MEET OR EXCEED THOSE CONTAINED HEREIN, OR IF WATER IS ENCOUNTERED, CONTACT DESIGNER BEFORE POURING CONCRETE.
6. FOUNDATION IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:
 AXIAL: 1.14 K
 SHEAR: 0.74 K
 MOMENT: 21.77 K-FT
7. GROUND SLOPE WAS ASSUMED TO NOT EXCEED 7H 1V. IF ACTUAL CONDITIONS VARY FROM THIS ASSUMPTION, PLEASE CONTACT ENGINEER BEFORE CONSTRUCTION.
8. IF WATER AND/OR CAVING CANNOT BE CONTROLLED DURING STRAIGHT SHAFT INSTALLATION, UNDERWATER/SLURRY CONCRETE REPLACEMENT TECHNIQUES ARE RECOMMENDED, TREMIED OR PUMPED-IN CONCRETE SHOULD TAKE PLACE AS CONTINUOUSLY AS POSSIBLE UNTIL CONCRETE PLACEMENT IS COMPLETE.



SECTION A - A

FOR ESTIMATING PURPOSES

Qualite
SPORTS LIGHTING, LLC

QL-23300-ESTIMATE

HEARTHSIDE PARK

COTTAGE GROVE, MINNESOTA

CCL

NTS

04-07-2025

1 OF 1

05/25/2022

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

WWW.QUALITE.COM



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: **HEARTHSIDE PARK**
LOCATION: **COTTAGE GROVE, MN**
REF# QL-23300
DESIGNER: BLR

REV: D2-A
DATE: 4/1/2025

Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- **Controls:** If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- **Warranty:** Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warrantied.
- **Shortages/Freight Damage:** In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- **Replacement Parts:** Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

Cooperative Purchasing

- **COSTARS:** The Commonwealth of Pennsylvania's Cooperative Purchasing Program. www.costars.state.pa.us. Contract: 014-E22-262.
- **TIPS:** The Interlocal Purchasing System. www.tips-usa.com. Contracts: Sports Facility Lighting, 21120301, 21120302; Trades, Labor and Materials (JOC), 23010401; Lighting Systems, Parts and Installations, 24060301; and Lighting Systems, and Installations (JOC), 24060302.

Design Disclaimer

- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

Quote and Payment Terms/Delivery of Products

This quote is valid for 30 days.

The price of concrete poles is also good for 90 days, however the price of steel poles is good for 30 days because of changing steel and tariff charges.

Fifty percent (50%) of the purchase price will be required at the time of order placement. Forty percent of the contract balance is due before shipment and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products.

Delivery of Qualite Sports Lighting products should be expected eight (8) to ten (10) weeks from signed submittal release unless prior arrangements have been made.



City Council Action Request

7.BB.

Meeting Date	5/7/2025				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	Denzer Park Retaining Wall				
Staff Recommendation	Authorize service agreement with Boulder Images, Inc. for construction of the Denzer Park boulder wall for the amount of \$48,160.00.				
Budget Implication	\$48,160.00 from the Public Landscapes Initiative fund.				
Attachments	<table><tr><td>1.</td><td>1-Memo-Boulder Wall</td></tr><tr><td>2.</td><td>Service Agreement - Boulder Images copy</td></tr></table>	1.	1-Memo-Boulder Wall	2.	Service Agreement - Boulder Images copy
1.	1-Memo-Boulder Wall				
2.	Service Agreement - Boulder Images copy				



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

From: Zac Dockter, Parks and Recreation Director

Date: April 30, 2015

Subject: Denzer Park Retaining Wall

Introduction

The City began initial site work for Denzer Park in 2024 with anticipation of full park development in 2025. Due to delays in surrounding residential development, City Council has postponed this project until development resumes.

However, there are some site sensitive tasks that should be considered for completion prior to resting the site. These tasks include temporary seeding, hydromulching and boulder wall construction. All are an effort to stabilize current grades and prevent soil erosion. Seeding and hydromulching will be completed by park maintenance staff this spring. Boulder wall construction which is specialized work so staff obtained the following quotes for construction:

Boulder Images, Inc.	\$48,160.00
Environmental Landscape Mgmt	\$63,365.00

Both submitting companies are qualified for this project. Several projects in Cottage Grove have been completed successfully by the low quote contractor Boulder Images, Inc. and the quote is below project budget. As such, staff recommends proceeding with Boulder Images, Inc. for a services agreement. The boulder wall will be staked and built to park grade to assure it conforms with the future buildout plans. Funds will be derived from the Public Landscapes Initiative which has sufficient fund balance for this work.

Staff Recommendation

Authorize service agreement with Boulder Images, Inc. for construction of the Denzer Park boulder wall for the amount of \$48,160.00.

AGREEMENT FOR SERVICES
Denzer Park Boulder Retaining Wall

THIS AGREEMENT ("Agreement") is made and executed this 7th day of May, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Boulder Images Inc., 12545 Driftwood Lane, Apple Valley, MN 55124 ("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 4/3/25, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor \$48,160.00, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

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

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

d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated 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 Todd Montreuil to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

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

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

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the final completion

date of all Services. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

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

Or emailed: zdockter@cottagegrovemn.gov

If to Contractor: Boulder Images, Inc
12545 Driftwood Lane
Apple Valley, MN 55124
Attention: Todd Montreuil

Or emailed: info@boulderimages.com

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

17. RESPONSIBLE CONTRACTOR.

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

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

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

18. GENERAL PROVISIONS.

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

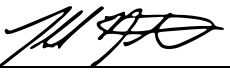
CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: 

Name: Todd MONTREUIL

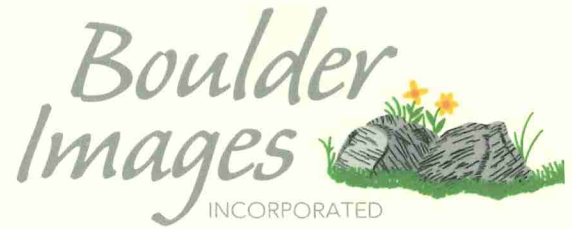
Its: President

Date: 5/1/2025

EXHIBIT A

BOULDER IMAGES INC
 12545 Driftwood Ln
 Apple Valley, MN 55124 USA
 6513227499
 info@boulderimages.com
 http://www.boulderimages.com

Estimate



ADDRESS

CITY OF COTTAGE GROVE
 COTTAGE GROVE, MN 55016

ESTIMATE #	DATE
1718	04/03/2025

P.O. NUMBER

Denzer Park Trap Rock Option

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	302	NATURALISTIC TRAP ROCK RETAINING WALL PER SQ FT {Lower Tier Wall}	440	56.00	24,640.00
	302	NATURALISTIC TRAP ROCK RETAINING WALL PER SQ FT {Upper Tier Wall}	420	56.00	23,520.00

TOTAL

\$48,160.00

Accepted By

Accepted Date

Quote 2
 Chris - Environmental Landscape Mgmt
 715-760-1498
 chris@elmonline.com



TRAP ROCK EXAMPLES







Send a chat





City Council Action Request

7.CC.

Meeting Date 5/7/2025

Department Engineering

Agenda Category Action Item

Title WCD Native Vegetation Inspection Contract

Staff Recommendation Approve the 2025 Service Agreement between the Washington Conservation District and the City of Cottage Grove for Native Vegetation Inspections.

Budget Implication \$2,500 - Development Escrow Funds

Attachments	1.	WCD Memo
	2.	WCD Signed Agreement



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

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

Date: April 29, 2025

Re: Approval of the 2025 Service Agreement between Washington Conservation District and the City of Cottage Grove

Discussion

As residential and commercial developers continue to build new neighborhoods and businesses in Cottage Grove, they are required to build new stormwater ponds and infiltration basins to meet stormwater requirements. The city requires that new ponds and basins be seeded with native vegetation, which needs special care and attention over the first few years. Washington Conservation District (WCD) offers a service to inspect vegetation around new stormwater facilities by their staff of plant experts.

Over the years, getting good vegetation to grow around new ponds and infiltration basins has been difficult for developers and their contractors. Canada Thistle and other undesirable weeds tend to crowd out native grasses and flowers. After the Service Agreement is signed, a new protocol will begin. City staff give WCD inspectors a list of sites to inspect. The inspectors inspect vegetation establishment around new stormwater basins twice a year for the first few years. After visiting sites, inspectors send inspection reports to city staff who then require developers and contractors to conduct suggested maintenance. Woodbury recently entered a similar partnership with WCD.

The City requires native vegetation around stormwater ponds and in infiltration basins for a few reasons. Native plants have deep roots that stabilize slopes and prevent erosion. The natives also support a diversity of wildlife, filter toxins out of stormwater, and improve soil health.

The importance of native vegetation is emphasized by the South Washington Watershed District, with which the City has a close working relationship. The SWWD is currently working to restore native oak woodlands, savannahs, and prairies throughout its jurisdiction.

The WCD is already a partner to the City. Their staff conduct erosion and sediment control inspections at all private construction sites in the City on our behalf. This native vegetation inspection program is in addition to the erosion control inspection program and will strengthen the connection between Cottage Grove and the WCD, which is an important environmental agency in the County.

The attached Service Agreement is for native vegetation inspection services in 2025. The total cost of services will not exceed \$2,500. The cost of the inspections will be passed on to developers through project escrows. Currently evaluation of native vegetation is being

conducted by City consultant inspectors on an ad hoc basis and billed to project escrows. By contracting with the WCD, native vegetation inspections will now be routine at each site.

Recommendation

City staff recommend the approval of the 2025 Service Agreement between the Washington Conservation District and the City of Cottage Grove.

**2025 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND THE CITY OF COTTAGE GROVE
Vegetation Establishment Inspections**

This Native Vegetation Inspection Agreement (“Agreement”) is made and entered into this 7th day of May, 2025, by and between the Washington Conservation District, 455 Hayward Avenue North, Oakdale, Minnesota 55128 (“WCD”), and the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016 (“Cottage Grove”).

WHEREAS, in the Cottage Grove Surface Water Management Plan, Section 6.1.4 outlines ponding design parameters, which encourages stormwater ponding basins to be designed to appear more natural by incorporating aesthetic features such as the planting of native upland and wetland seed mixes; and

WHEREAS, the WCD is authorized by Minnesota Statutes, sections 103C.331, subdivisions 3 & 7 and 103D.335, subdivision 21 to enter into agreements to conduct surveys, investigations, and research to maintain and enhance the quality of soil, water and natural resources for environmental and economic benefit.

NOW, THEREFORE, in consideration of the mutual consideration contained herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall commence on the date listed in the initial paragraph of this Agreement to December 31, 2025, unless extended or terminated earlier as provided herein. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate and upon the same terms and conditions as stated herein. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.

B. SCOPE OF SERVICES

The WCD will perform all services and furnish and deliver work products generally described in Exhibit A, attached and incorporated herein. WCD 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 as may be required.

C. COST

In full consideration for the services performed by WCD under this Agreement, the WCD shall charge Cottage Grove for its services at the rate(s) set forth in Section D. The total cost for the services provided by WCD pursuant to this Agreement as detailed in Exhibit A shall not exceed **\$2,500.00**. Any changes in the scope of the work of the services provided by WCD that may result

in an increase to the compensation due to WCD shall require prior written approval by the authorized representative of Cottage Grove or by the Cottage Grove City Council. Cottage Grove will not pay additional compensation for services that do not have prior written authorization.

D. BILLING RATE AND PAYMENTS

1. The services outlined in Exhibit A, Task 1 and Task 2, are billed on an hourly basis at the rate of \$48.00 to \$109.00 per hour, based on personnel and task:

Seasonal	\$48.00
Technician 1	\$69.00
Technician 1/2	\$73.00
Technician 1/2, Specialist 1	\$77.00
Technician 2, Specialist 1/2	\$82.00
Specialist 1/2/3	\$87.00
Specialist 2/3/4	\$92.00
Specialist 3/4, Engineer	\$97.00
Administrator, Manager	\$109.00

WCD shall submit invoices for the services provided under this Agreement to Cottage Grove on a monthly basis and will specifically list the work performed.

2. Invoices are payable by Cottage Grove within sixty (60) days.
3. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

E. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the WCD agrees to the following: no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

F. STANDARDS

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet any applicable requirements may be cause for immediate termination of this Agreement, effective on the date of receipt of the Notice of Termination delivered to the addresses listed in Section R below. In performing the services under this Agreement, WCD will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by WCD's undertaking herein or its performance of services.

G. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the

course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act"), or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

H. AUDITS, REPORTS, AND MONITORING PROCEDURES

The WCD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the Agreement.

I. INDEMNITY

The WCD and Cottage Grove mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or Cottage Grove may enjoy under law.

J. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of Cottage Grove for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with Cottage Grove and shall not be considered employees of Cottage Grove.

K. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and Cottage Grove shall not require written approval.

L. MERGER

It is understood and agreed that the entire agreement of the parties is contained herein, except as modified during the term of the Agreement by a writing under Section K above concerning a non-material change, and that this Agreement supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

M. TERMINATION

Either the WCD or Cottage Grove may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination to the addresses listed in Section R below. If Cottage Grove terminates this Agreement, it may specify work to be performed by the WCD before termination is effective and shall pay the WCD for services performed by the WCD up to the time specified for termination. If the WCD terminates the Agreement, it will not be compensated for part completion of a task except to the extent partial completion has value as determined by Cottage Grove.

N. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of Cottage Grove used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of Cottage Grove. Cottage Grove shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

O. SUBCONTRACTORS

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

P. DELAY IN PERFORMANCE

Neither WCD nor Cottage Grove 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 WCD or Cottage Grove 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.

Q. INSURANCE

During the performance of the services under this Agreement, WCD shall maintain General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence. WCD shall furnish Cottage Grove with a certificate of insurance, which shall include a provision that such insurance shall not be canceled without written notice to Cottage Grove. Cottage Grove shall also be named as an additional insured on the General Liability Insurance.

R. NOTICES

All notices required under this Agreement shall be communicated to the following addresses:

If to WCD: Washington Conservation District
455 Hayward Avenue North
Oakdale, MN 55128
Attention: Jay Riggs, District Manager

Or emailed: jriggs@mnwcd.org

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

Or emailed: jlevitt@cottagegrovemn.gov

S. GENERAL PROVISIONS

1. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
2. Waiver. A waiver by either WCD or Cottage Grove 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.
3. 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.
4. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**2025 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND THE CITY OF COTTAGE GROVE
Vegetation Establishment Inspections**

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON CONSERVATION DISTRICT

BY:  4-29-25

WCD Manager Date

**2025 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND THE CITY OF COTTAGE GROVE
Vegetation Establishment Inspections**

CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Exhibit A

TECHNICAL SERVICES



Cottage Grove Native Vegetation Establishment Inspections, 2025:

WCD will provide the following technical services to the City of Cottage Grove. Inspection program provides support for inspection of native vegetation establishment in development after an area has been seeded with permanent seed.

- 1. Project Preparation and Cottage Grove Coordination:** The WCD will coordinate with Cottage Grove through periodic meetings to discuss upcoming inspections and inspection findings for recently performed inspections. Cottage Grove will provide WCD with the project's final landscape plans to aid with the inspection process.
- 2. Site Inspections, Data Collection, Reporting, and Enforcement:** The WCD will conduct site inspections, collect inspection data digitally (using an ArcGIS online collection form or online spreadsheet) and distribute follow-up reports to Cottage Grove per the list of sites provided by Cottage Grove city staff. Inspection reports will be stored on Cottage Grove's server. Inspections will occur at the direction of Cottage Grove with the goal of two to three inspections, per site, per year, or until the project is completed. WCD staff will coordinate with Cottage Grove for site meetings, recommended maintenance, and follow up inspections. Cottage Grove will provide enforcement support through city engineering by utilizing project funds collected through security or escrow to perform the recommended maintenance when compliance is not achieved after three (3) instances of recommending maintenance and the developer not completing maintenance within the recommended timeframe. Cottage Grove will provide or change the list of sites to be inspected as needed.

Services in Exhibit A, Tasks 1 and 2, are billed on an hourly basis at the rate of \$48-\$109 per hour, based on personnel and task. Rates below are 2025 rates. Rates are subject to change via written notification provided by WCD staff and approved by Cottage Grove.

2025 Technical Services Rate Schedule

The Washington Conservation District shall use the following hourly rate schedule.

Seasonal	\$48
Technician 1	\$69
Technician 1/2	\$73
Technician 1/2/Specialist 1	\$77
Tech 2/Specialist 1/2	\$82
Specialist 1/2/3	\$87
Specialist 2/3/4	\$92
Specialist 3/4/Engineer	\$97
Administrator/Manager	\$109

Technical services provided by the WCD will be billed in accordance with this Rate Schedule. Invoices are sent per the conditions of the Agreement and will summarize the work performed. Invoices are payable within sixty (60) days.

Office supplies, in-house reproduction expenses, and transportation are included in the rates noted above. Outsource reproduction, special bulk mailings, equipment, supplies, and other non-ordinary costs are not included. Any direct costs are to be reimbursed at actual cost.

The total costs for the services provided by WCD pursuant to the Agreement shall not exceed \$2,500 without the written approval from Cottage Grove.



City Council Action Request

8.A.

Meeting Date 5/7/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 04-11-2025 through 05-01-2025 in the amount of \$4,230,541.57.

Budget Implication N/A

Attachments

1.	Expense Approval Report 5-07-2025 Council Meeting
2.	Payroll Check Register 05-07-25 Council Meeting
3.	UB Check Register 05-07-25 Council Meeting



City Council Action Request

13.A.

Meeting Date	5/7/2025
Department	Community Development
Agenda Category	Action Item
Title	Real Estate Equities – Proposed Multi-Family Project
Staff Recommendation	Provide feedback and direction related to the proposed project and LAHA request by Real Estate Equities.
Budget Implication	N/A

Attachments	<table><tr><td>1.</td><td>Real Estate Equities CC Memo</td></tr><tr><td>2.</td><td>Real Estate Equities Concept Plans</td></tr><tr><td>3.</td><td>Real Estate Equities CG Financial Analysis</td></tr><tr><td>4.</td><td>Real Estate Equities 100th and Hadley Timeline and Narrative</td></tr></table>	1.	Real Estate Equities CC Memo	2.	Real Estate Equities Concept Plans	3.	Real Estate Equities CG Financial Analysis	4.	Real Estate Equities 100th and Hadley Timeline and Narrative
1.	Real Estate Equities CC Memo								
2.	Real Estate Equities Concept Plans								
3.	Real Estate Equities CG Financial Analysis								
4.	Real Estate Equities 100th and Hadley Timeline and Narrative								

TO: The Honorable Mayor Bailey and Members of the City Council
Jennifer Levitt, City Administrator

FROM: Samantha Pierret, Senior Planner
Gretchen Larson, Economic Development Director

DATE: April 30, 2025

RE: Real Estate Equities – Proposed Multi-Family Project

Introduction

Real Estate Equities has been working on a proposal to develop a 164-unit multi-family workforce housing project on Lot 1 Block 1 of the Preserve at Prairie Dunes Plat since 2024. The subject site is currently vacant land zoned AG-2, Agricultural District, and guided as Medium Density Residential in the 2040 Comprehensive Plan.



Real Estate Equities, founded in 1972, is a St. Paul based property management and ownership company, and currently operates 4,500 apartment units in Minnesota and Arizona. They would manage the property and own the property long-term.

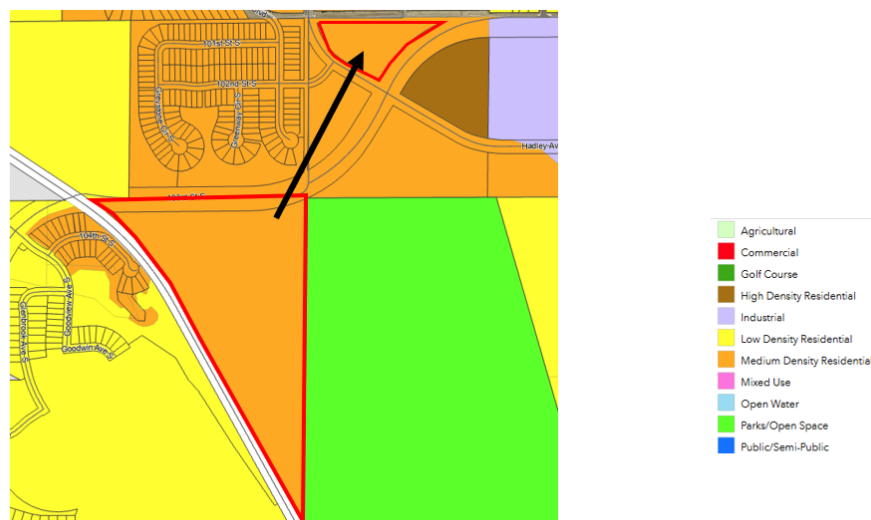
Existing Conditions

The site is currently vacant with flat terrain and is located on the northern portion of the newly created intersection of 100th Street and Hadley Avenue with public right of way on all three sides of the parcel. The property was platted in the Preserve at Prairie Dunes plat in 2023.



Existing Conditions

A zoning amendment must be requested by the developer to rezone the property from AG-2, Agricultural, to R-6, High Density Residential. The site is guided Medium Density residential in the 2040 Comprehensive Plan. In order to support a High Density residential product on the site, a Comprehensive Plan Amendment must also be applied for by the developer. The Comprehensive Plan amendment must be reviewed and approved by the Met Council. Density from the former driving range area of the Mississippi Dunes golf course (Medium Density classification in 2040 Comprehensive Plan), now owned by the DNR, is proposed to be shifted to the parcel in question maintaining the same number of units in the area.



2040 Comprehensive Plan

Proposal

The applicant has proposed 35 one-bedroom units, 86 two-bedroom units, and 43 three-bedroom units for a total of 164 units.



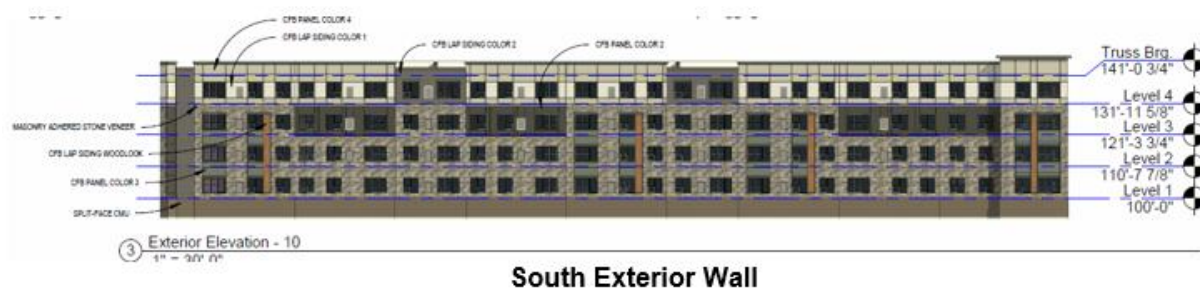
Site Plan

The proposal meets Zoning Code standards for multi-family structures in the R-6 district including maximum structure height of 55 feet (48 feet proposed), maximum impervious surface coverage of 65 percent (56 percent proposed), and architectural standards using at least three different Class 1 materials and being composed of at least 65 percent Class 1 or 2 materials and not more than 10 percent of Class 4 materials. The Applicant has proposed to use 65 percent Class 1 materials (masonry adhered stone veneer, windows (glass), and splitface cmu). A material board has been provided to planning staff.



Northeast Exterior Wall

Northeast Interior Walls



The Applicant has proposed 148 underground and 164 surface parking stalls. With 312 total parking stalls, the proposal would exceed the City's minimum parking requirement of 1.6 spaces per unit (262 spaces required).

There are 49 trees on site, all of which will be removed for the project. Proposed landscaping meets all requirements of the City Code and excess tree inches removed will be mitigated using cash payment in lieu of planting.

The project is proposed as a workforce housing product providing units at 60 percent of the Area Median Income. The 2024 Maxfield Research and Consulting Housing Study completed for the City of Cottage Grove shows that affordable rental units have a 0 percent vacancy rate in Cottage Grove resulting in pent up demand for affordable units. The study also showed that two-bedroom units constitute the largest share of affordable rental units in Cottage Grove (51 percent) with three-bedroom units at 24 percent and one-bedroom units at 23 percent. It was estimated that Cottage Grove could support up to 177 subsidized rental units.

Public Assistance Request in Support of a Housing TIF District

The City received a request to support tax increment financing ("TIF") from the Real Estate Equities Developer for a 164-unit apartment project at Hadley Avenue and 100th Street in Cottage Grove. The Developer proposed a unit mix with all units being affordable at 60 percent of Area Median Income ("AMI"). Citing a financial gap in the project's financing, the Developer requested public assistance via TIF in the amount of \$1,032,000 from the City.

The Developer is applying for Low-Income Housing Tax Credits (LIHTC) through the 2025 consolidated RFP administered by Minnesota Housing. The purpose of this program is to leverage private capital and equity to support the development of new and rehabilitated affordable housing. Developers who utilize the program are required to maintain a specified number of units that meet both income and rent restrictions derived by the US Department of Housing and Urban Development (HUD) on an annual basis. Ehlers reviewed the rental income, operating expenses, LIHTC syndication rate, management fees, developer fees, developer fee payback term, and other financial parameters. They stated that project is challenged by increasing construction costs and interest rates, as are many other projects. In order to make the project financially feasible, Ehlers has determined that \$785,000 is justified. While the Project shows a remaining gap in financing, the Developer is working to fund that gap.

This project would qualify for the 4d(1) tax classification rate instituted via 2023 legislation and will generate substantially less in taxes (and TIF) than a market rate development would. While

the Project would qualify as a Housing TIF District, the City has Local Affordable Housing Aid (LAHA) that could be used instead of TIF. Using LAHA instead of TIF allows the taxes generated by the Project to flow to the City as soon as the project comes online. Because of these factors, Ehlers recommends that the public assistance of \$785,000 come from LAHA rather than creating a TIF District.

Council Discussion

Provide feedback and direction related to the proposed project and LAHA request by Real Estate Equities.

Attachments

Concept Site Plan

Ehlers Analysis of Request

PLANNING/ZONING METRICS		
CURRENT:		ALLOWED:
ZONING:	AG-2, Agriculture Preserve	§ 11-7-5: R-5 MEDIUM DENSITY RESIDENTIAL (Comp. Plan 2040)

ZONING (PROPOSED): § 11-7-6: R-6 HIGH DENSITY RESIDENTIAL ZONING DISTRICT:		
ALLOWED:		PROPOSED:
BUILDING HT.:	55'	48' (ABOVE FIRST FLOOR)
SETBACKS:	- Front yard: 15' - Rear yard: 15' - Side yard: 15' - Max Structure HT: 55' - Setbacks between Bldgs: 15' - Setbacks from other Districts: 30' (abutting 'R' districts)	(no exceptions taken)
PARKING:	1.6 paved off-street parking spaces per dwelling unit	UNIT/PARKING STALL RATIO = 1:1.9
MAXIMUM SITE COVERAGE:	65% total impervious	56% total impervious

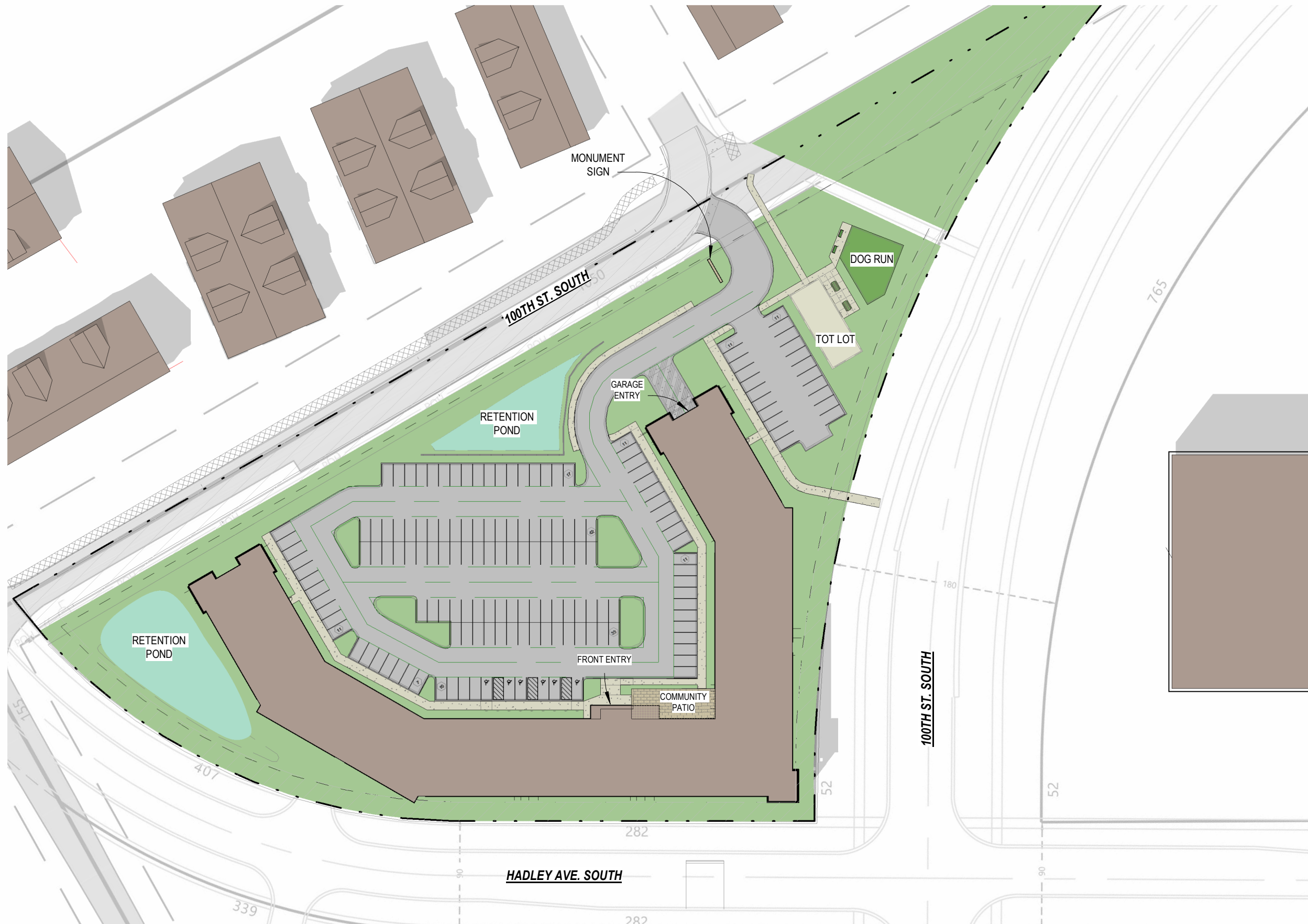
SITE METRICS	
ADDRESS/LOCATION:	100TH ST. S & HADLEY AVE. S - COTTAGE GROVE, MN
PLAT NAME:	PRESERVE AT PRAIRIE DUNES, BLOCK 1, LOT 1
COUNTY:	WASHINGTON COUNTY
PARCEL I.D.:	2902721220002
PARCEL AREA:	4.7 ACRES (204,599 SF)
APPLICATIONS:	

GROSS AREA - TOTAL	
Level	Area
Level 4	48,243 ft²
Level 3	48,243 ft²
Level 2	48,243 ft²
Level 1	48,441 ft²
Level -1	48,946 ft²
Grand total	242,116 ft²

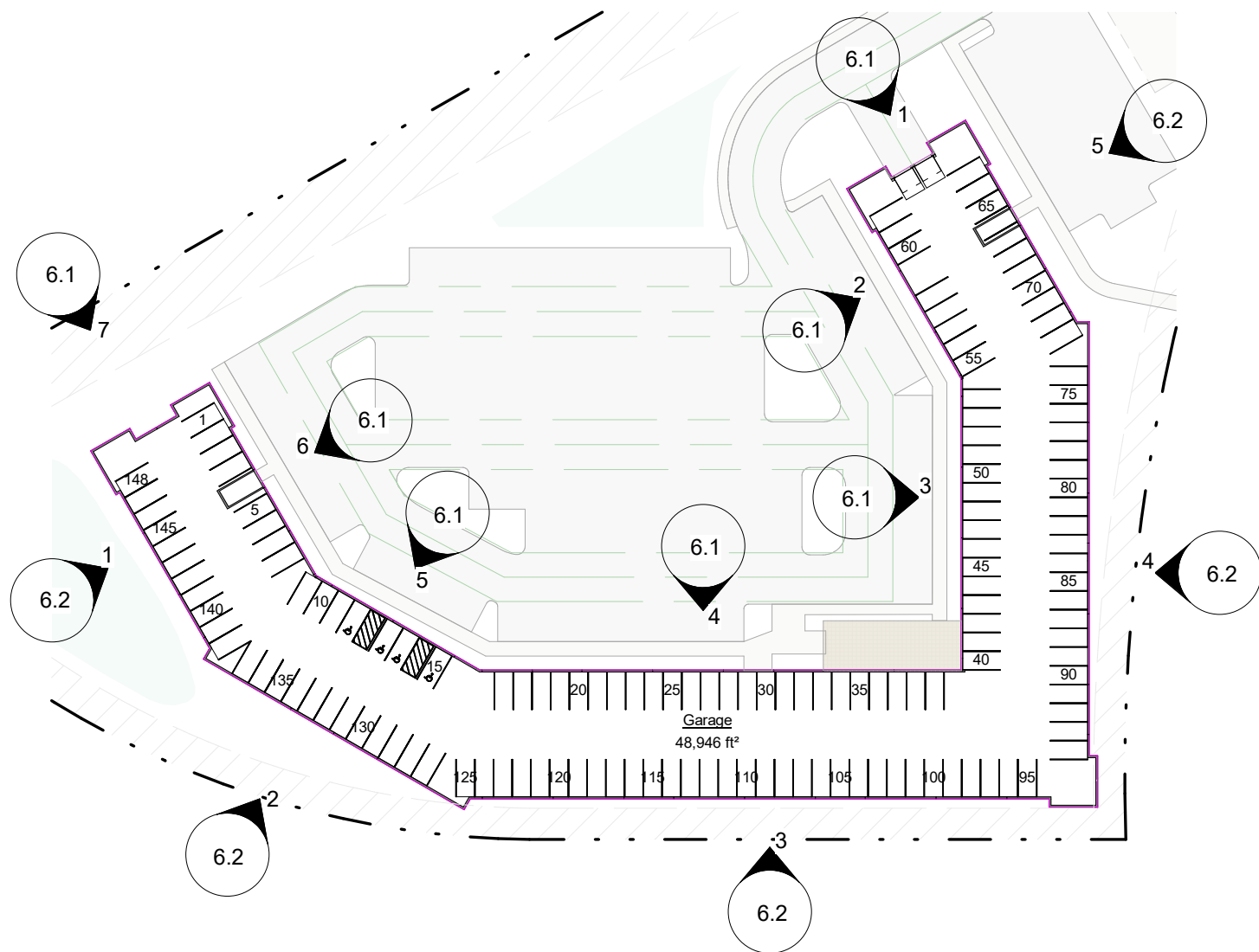
PARKING		
Level	Type	Count
Level -1		148
Level 1		164
		312

UNIT NET AREA	
Name	Area
Unit 3-1	870 ft²
Unit 3-2	1,021 ft²
Unit 4-3	1,266 ft²
Unit 4-4	1,241 ft²

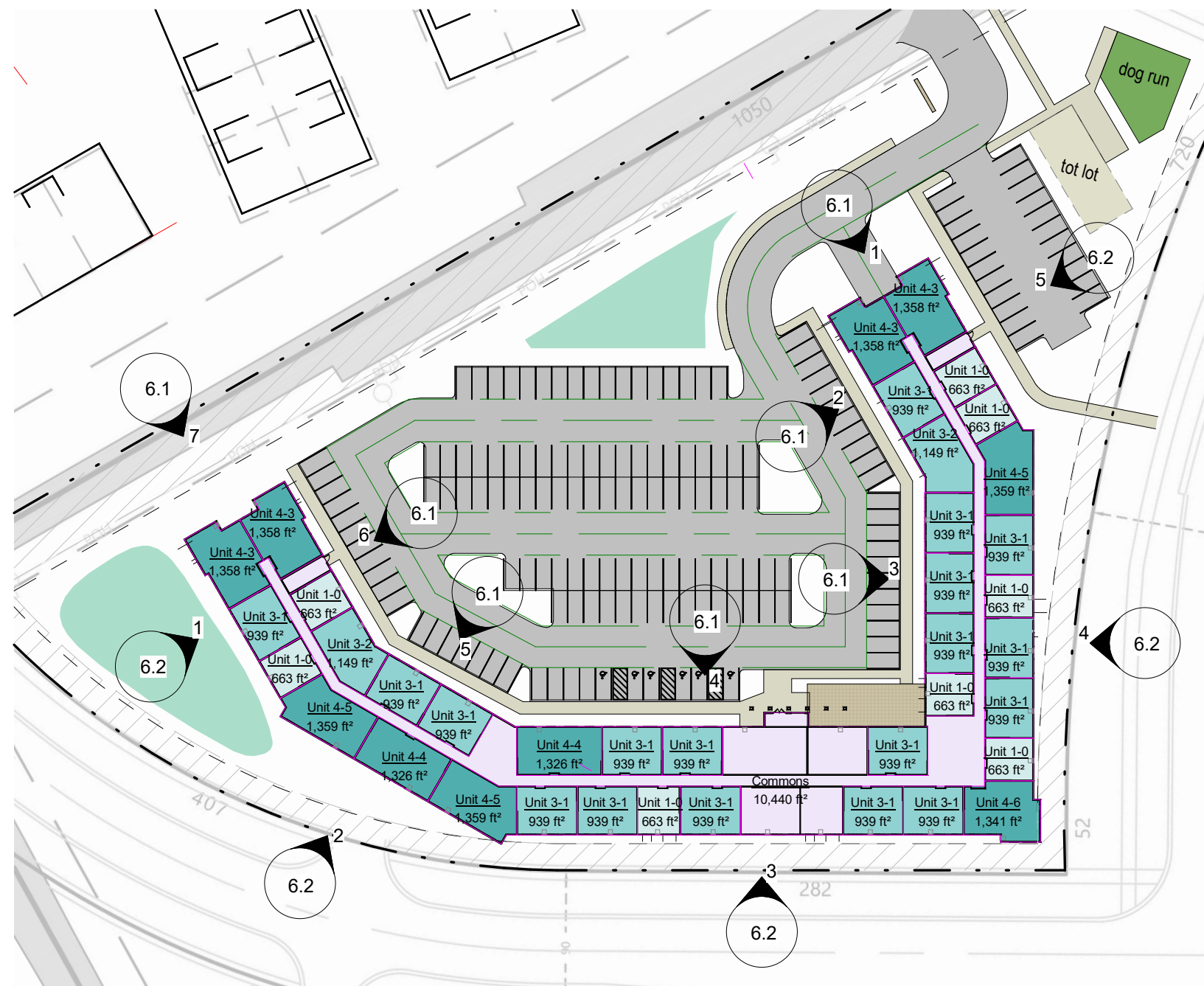
UNIT MIX - GROSS AREA				
Name	Count	Unit Gross Area	Total Area	%
		Main Floor		
1BR				
Unit 1-0	35	663 ft²	23,196 ft²	21%
	35		23,196 ft²	21%
2BR				
Unit 3-1	78	939 ft²	73,234 ft²	48%
Unit 3-2	8	1,149 ft²	9,188 ft²	5%
	86		82,422 ft²	52%
3BR				
Unit 4-3	16	1,358 ft²	21,732 ft²	10%
Unit 4-4	11	1,326 ft²	14,581 ft²	7%
Unit 4-5	12	1,359 ft²	16,309 ft²	7%
Unit 4-6	4	1,341 ft²	5,362 ft²	2%
	43		57,984 ft²	26%
Grand total	164		163,602 ft²	100%



1 SD Site Plan
1" = 80'-0"

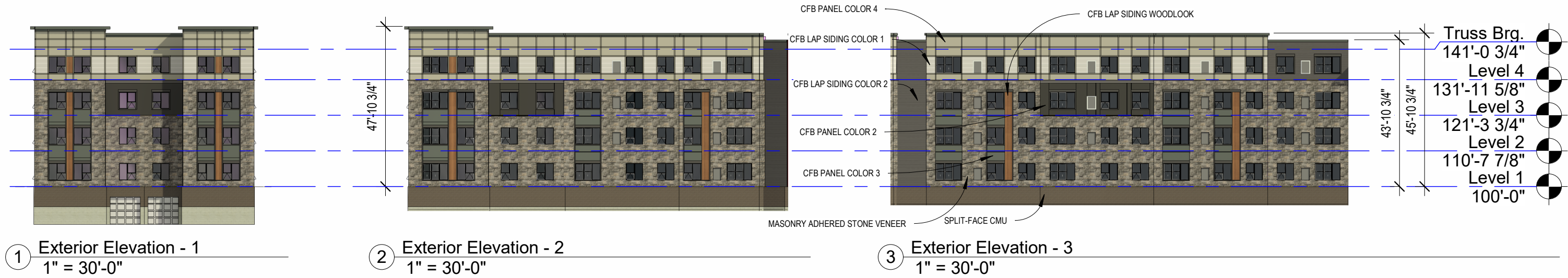


① Level -1
1" = 80'-0"



② Level 1
1" = 80'-0"

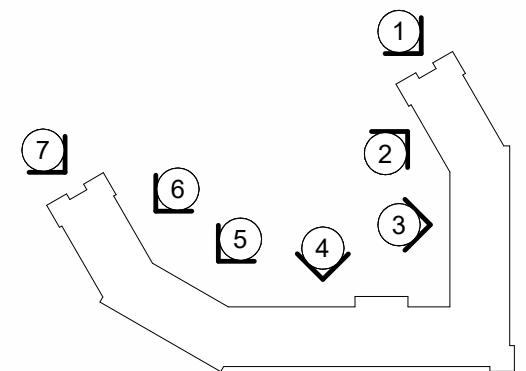




TOTAL SQ FT. - 81,344

MASONRY ADHERED STONE VENEER - 29,283 SQ FT. - 36%
WINDOWS - 16,471 SQ FT. - 20%
SPLITFACE CMU - 7,320 SQ FT. - 9%
CLASS 1 MATERIALS TOTAL - 65%

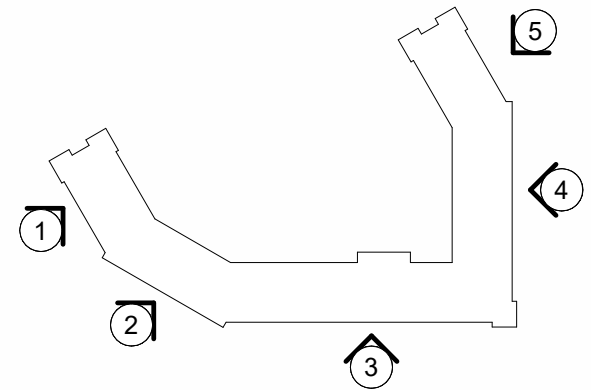
CFB LAP SIDING & PANEL- 28,470 SQ FT. - 35%
CLASS 3 MATERIALS TOTAL 35%



TOTAL SQ FT. - 81,344

MASONRY ADHERED STONE VENEER - 29,283 SQ FT. - 36%
 WINDOWS - 16,471 SQ FT. - 20%
 SPLITFACE CMU - 7,320 SQ FT. - 9%
CLASS 1 MATERIALS TOTAL - 65%

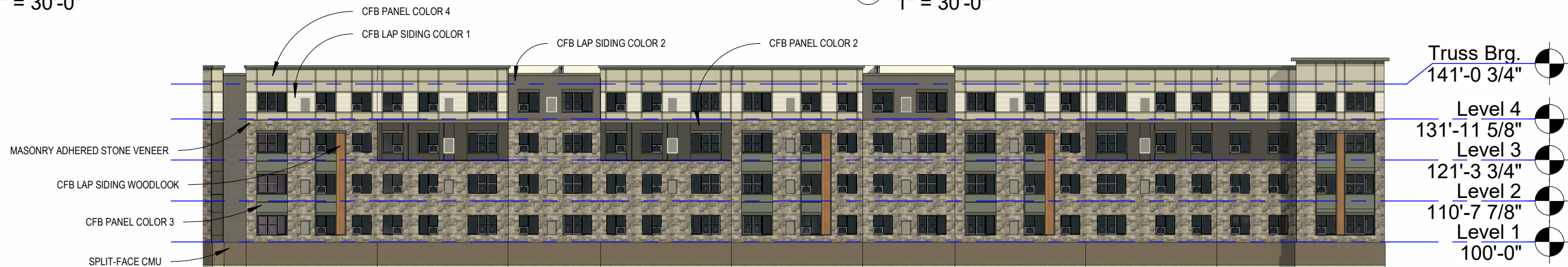
CFB LAP SIDING & PANEL- 28,470 SQ FT. - 35%
CLASS 3 MATERIALS TOTAL 35%



1 Exterior Elevation - 8
1" = 30'-0"



2 Exterior Elevation - 9
1" = 30'-0"



3 Exterior Elevation - 10
1" = 30'-0"



4 Exterior Elevation - 11
1" = 30'-0"



5 Exterior Elevation - 12
1" = 30'-0"

MEMORANDUM

TO: Gretchen Larson – Economic Development Director
 FROM: Schane Rudlang and Stacie Kvilvang – Ehlers
 DATE: April 29, 2025
 SUBJECT: Real Estate Equities Tax Credit Housing Project
 Analysis of Financial Request

In April of 2025, the City of Cottage Grove received a request to support tax increment financing (“TIF”) from Real Estate Equities (“Developer”) for a 164-unit apartment project at Hadley Ave and 100th St in Cottage Grove (“Project”). The Developer proposed the following unit mix with all units being affordable at 60% of Area Median Income (“AMI”).

Unit Type	Count	Count	Size	Avg. Size
1BR	35	35	663	663
2BR	78	86	939	1,044
2BR	8		1,149	
3BR	16	43	1,371	1,349
3BR	11		1,326	
3BR	12		1,359	
3BR	4		1,341	
164				

Citing a financial gap in the Project’s financing, the Developer requested public assistance via TIF in the amount of \$1,032,000 from the City. This memo summarizes the analysis of the need for public assistance based on review of the Developer’s project budget and financial projections, generally known as a proforma. The financial performance of the Project has been measured against industry standards for construction, land costs, project costs, affordable rental rates, operating expenses, underwriting and financing criteria, and developer fees including the payback timeline for the deferred development fee.

Low Income Housing Tax Credits and Affordability

The Developer is applying for Low-Income Housing Tax Credits (“LIHTC”) through the 2025 consolidated RFP administered by Minnesota Housing. The purpose of this program is to leverage private capital and equity to support the development of new and rehabilitated affordable housing. Developers who utilize the program are required to maintain a specified number of units that meet both income and rent restrictions derived by the United States Department of Housing and Urban Development on an annual basis. The incomes and rents listed below are for 2025 with rent representing the maximum gross amount that may be charged (including utilities). This project would be affordable for those making up to 60% of AMI.

Income Limits by Household Size								
	1	2	3	4	5	6	7	8
60%	55,620	63,600	71,520	79,440	85,800	92,160	98,520	104,880

Maximum Gross Rents by Bedroom Size							
	Studio	1	2	3	4	5	6
60%	1,390	1,490	1,788	2,065	2,304	2,542	2,780

* Washington County, 2025

Financial Assistance Review

The total development cost for the project is estimated to be \$55,905,797, \$341,371 per unit, or \$341 per rentable square foot. The per unit cost and per rentable square foot costs are high but unfortunately the “new normal.”

The Developer requested public assistance from TIF in the amount of \$1,032,000. Ehlers reviewed the rental income, operating expenses, LIHTC syndication rate, management fees, developer fees, developer fee payback term, and other financial parameters. The project is challenged by increasing construction costs and interest rates, like many other projects. In order to make the project financially feasible, Ehlers has determined that \$785,000 is justified. While the Project shows a remaining gap in financing, the Developer is working to fund that gap.

Source of Public Assistance

This project would qualify for the 4d(1) tax classification rate instituted via 2023 legislation, and will generate substantially less in taxes (and TIF) than a market rate development would. While the Project would qualify as a Housing TIF District, the City has Local Affordable Housing Aid (“LAHA”) that could be used instead of TIF. Using LAHA instead of TIF allows the taxes generated by the Project to flow to the City as soon as the project comes online. Because of these factors, we recommend that the public assistance come from LAHA as shown below.

Source	Amount	Note
2024 LAHA	\$125,000	Actual
2025 LAHA	\$330,000	Estimate
2026 LAHA	\$330,000	Estimate
Total: \$785,000		

Summary and Recommendation

Ehlers reviewed the construction costs, rental income, operating expenses, tax credit pricing, management fees, developer fees, and other financial parameters. Based on our review we’ve concluded that the Project would not reasonably be expected to proceed without \$785,000 in public assistance. Further, the public assistance is recommended to come from LAHA instead of TIF to maximize the tax revenues to the City.

Please contact us at 651-697-8500 with any questions.



REAL ESTATE EQUITIES

April 28, 2025

Emily Schmitz
Community Development Director
City of Cottage Grove
12800 Ravine Parkway S

RE: Real Estate Equities Apartment Proposal – Entitlement and Financing Timeline

Ms. Schmitz,

Real Estate Equities (REE) is proposing to develop a 164-unit apartment building, for households making (on average) 60% of the Area Median Income (AMI) as determined by HUD for the 7 -county metro area (and adjusted for family size).

Community amenities will include:

- Clubroom with outdoor patio and grilling area
- Fitness center
- Dog run
- Playground

Apartment homes will be equipped with:

- Granite countertops
- Stainless steel appliances
- LVP flooring
- Fiber internet

Sustainable building elements will include:

- Energy Star certification
- EV car charging stations
- Continuous exterior insulation
- Motion controlled lighting
- Low-flow plumbing fixtures
- High efficiency mechanical systems

To facilitate this development, REE has made the following requests to the City of Cottage Grove:

- Entitlement Approvals
 - Comprehensive Plan Amendment
 - Zoning Amendment
 - Site Plan Review
- Conduit Bond Financing
- Financial Assistance
 - LAHA Funds

Entitlement Approvals:Comprehensive Plan Amendment

The property currently has a land use designation of Medium Density Residential. REE is requesting a comp plan amendment to High Density Residential.

Zoning Amendment

The property is currently zoned AG-2, Agricultural, which does not permit multifamily housing. REE is requesting a rezoning to R-6, High Density.

Site Plan Review

In conjunction with the requests for the Comp Plan Amendment and Zoning Amendment to allow for a high-density development, the project is subject to approval of its site plan.

Conduit Bond Financing:

The development will be financed through the federal 4% low-income housing tax credit (LIHTC) program, administered by Washington County CDA. In order to qualify for the federal LIHTC, the development must be financed by tax-exempt bonds.

Bond allocations are administered by Minnesota Management and Budget (MMB), with the funding cycles occurring in January and July every year. Allocations are awarded to municipalities or counties for housing developments, who act as a conduit issuer for the respective projects. The financial obligations of the project fall on the developer, and NOT the issuer.

The City of Cottage Grove has previously approved a preliminary issuance of conduit bond financing for this development.

Tax-exempt bond financing in Minnesota is highly competitive, often taking projects 3 rounds to receive an allocation, or in some instances causing projects to not receive allocation at all. REE initially applied to MMB in July 2024 so that it would be placed on the priority list for future rounds. The development is currently second on the waitlist for this July, and if it does not receive an allocation the project will lose its spot on the priority list, at which point the project would be discontinued.

Financial Assistance (LAHA):

To help with the funding gap for the development as a result of its restrictions on rental rates, REE has requested a \$785,000, 0% interest, deferred and forgivable loan from the City of Cottage Grove, which is expected to be funded through the City's allocations for years 2024, 2025, and 2026 through the LAHA program.

Timeline:

Real Estate Equities has submitted the entitlement applications, bond application, and financial assistance application to the City of Cottage Grove, and held a neighborhood meeting in 2024 to discuss the proposed development.

Real Estate Equities is currently targeting the following meeting dates:

- Planning Commission – May 19th
- City Council – June 18th

Because July is REE's last shot at receiving an allocation of bonds from MMB prior to falling off the waitlist (which currently has 9 projects on the list, and has been seeing ~1-3 get funded in recent rounds), it is necessary that it applies for bonds in July. At the time of application, REE will need to make an ~\$650,000 deposit to MMB that is non-refundable if the project receives an allocation. Due to this financial risk, REE needs to have all City approvals in hand prior to applying to MMB for bonds, so that has reasonable assurances that the development can close prior to year end as required by the bond allocation.



City Council Action Request

13.B.

Meeting Date	5/7/2025
Department	Administration
Agenda Category	Action Item
Title	New Well 13 Construction Update
Staff Recommendation	Receive information on the construction status of Well 13 and offer feedback.
Budget Implication	
Attachments	None