



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

May 21, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A 2025 Historic Preservationist of the Year
Staff Recommendation: Present the 2025 Historic Preservationists of the Year Award to Gary Spooner on behalf of the South Washington County Bulletin for their work preserving history by recording and reporting on residents, events, and places in Cottage Grove.
 - B Proclamation - Historic Preservation Month
Staff Recommendation: Proclaim May 2025 Historic Preservation Month.
 - C Proclamation - Public Works
Staff Recommendation: Proclaim May 18-24, 2025 as National Public Works week in the City of Cottage Grove.
- 7 Consent Agenda
 - A Parks, Recreation and Natural Resources Meeting Minutes (2025-02-10)
Staff Recommendation: Approve Park, Recreation and Natural Resources meeting minutes from February 10, 2025.
 - B Public Services Commission Meeting Minutes (2025-03-17)
Staff Recommendation: Approve the Public Services Commission meeting minutes from March 17, 2025.
 - C Tobacco License - Grove Tobacco (Royalty and Sons Inc.)
Staff Recommendation: Approve the Tobacco License for Grove Tobacco located at 8599 West Point Douglas Road South #200, Cottage Grove, Minnesota.
 - D SafeAssure Consultants Professional Service Agreement
Staff Recommendation: Approve the service agreement with SafeAssure for Workplace Safety Consultant Services.
 - E Public Works Facility Mechanics Shop Remodel-Authorize purchase of Portable Hoist
Staff Recommendation: Authorize the purchase of the portable hoist for \$99,742.62 from Liftnow.
 - F U&EB Preventative Maintenance Contract with Kraft Mechanical
Staff Recommendation: Approve the preventative maintenance agreement with Kraft Mechanical for the Utility and Engineering Building in the amount of \$6,572.50.

- G Water Tower Antenna Lease Agreement - Grange Boulevard Water Tower
Staff Recommendation: Approve the Antenna Site Lease Agreement with T-Mobile at the Grange Water Tower.
- H 2025 Sewer Lining - Approve Plans and Specifications and Authorize Bidding
Staff Recommendation: Adopt Resolution 2025-076 approving the plans and specifications and authorizing bidding for the 2025 Sewer Lining Project.
- I Agreement - Landowner Improvements (Geneva Avenue)
Staff Recommendation: Approve agreement related to landowner improvements on a portion of Geneva Avenue.
- J Woodridge Park Playground Surfacing Maintenance
Staff Recommendation: Authorize service agreement for Woodridge Park playground surfacing maintenance with Flagship Recreation in the amount of \$60,694.67.
- K Woodridge Park Ice Rink Improvements
Staff Recommendation: Authorize service agreement with FPI Paving Contractors for the Woodridge Park Ice Rink/Sport Court project for bituminous paving of the ice rink surface in the amount of \$54,810.00.
- L High Zone Raw Water Main Change Order #1
Staff Recommendation: Approve Change Order #1 for the High Zone Raw Watermain Project reducing the contract amount by \$202,750.00 to a revised contract amount of \$4,931,898.00.
- M Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
- N Gateway Fiber Agreement and Staffing
Staff Recommendation: Approve the Agreement with Gateway Fiber and authorize the addition of an Engineering Technician to the Public Works Department, at Grade 14 of the non-represented pay plan.
- O Lochridge – Final Plat, Development Agreement, and Development Plans
Staff Recommendation: 1) Adopt Resolution 2025-073 approving the Final Plat for Lochridge, subject to minor modifications as approved by the City Attorney. 2) Approve the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, Rachel Development, Inc. and DRP Odin 16, LLC, subject to minor modifications as approved by the City Attorney. 3) Adopt Resolution 2025-074 approving the Lochridge Development plans dated March 31, 2025, prepared by Alliant Engineering Inc., subject to final approval by the City Engineer in writing.
- P Assessment Appeal - Robinson
Staff Recommendation: Approve the attached settlement agreement to resolve the Robinson appeal.
- 8 Approve Disbursements
 - A Approve Disbursements
Staff Recommendation: Approve disbursements from 05-02-25 through 05-15-25 in the amount of \$1,431,904.85.
- 9 Public Hearings
- 10 Bid Awards
 - A Oltman Park - Bid Award
Staff Recommendation: Adopt Resolution 2025-075 awarding the Oltman Park Project to Peterson Companies, Inc. for the bid amount of \$2,072,507.40.
- 11 Regular Agenda
- 12 Council Comments and Requests
- 13 Workshops - Closed to Public

A Closed Meeting - Grey Cloud Trail

Staff Recommendation: Closed meeting pursuant to Minn. Stat. Section 13D.05 subd. 3 (b) for attorney-client privileged communication regarding Grey Cloud Trail.

14 Workshops - Open to Public

A 80th Street & East Point Douglas Road Rehabilitation Project

Staff Recommendation: Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide direction to staff on construction phasing.

15 Adjournment



City Council Action Request

6.A.

Meeting Date	5/21/2025		
Department	Administration		
Agenda Category	Action Item		
Title	2025 Historic Preservationist of the Year		
Staff Recommendation	Present the 2025 Historic Preservationists of the Year Award to Gary Spooner on behalf of the South Washington County Bulletin for their work preserving history by recording and reporting on residents, events, and places in Cottage Grove.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025 Preservationist of the Year Memo</td></tr></table>	1.	2025 Preservationist of the Year Memo
1.	2025 Preservationist of the Year Memo		



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

FROM: Max Erickson, Planner

DATE: May 21, 2025

RE: 2025 Historic Preservationist of the Year

Introduction

The Advisory Committee on Historic Preservation (ACHP) annually nominates a person or organization who goes above and beyond to promote an aspect of Cottage Grove's history that helps to share our understanding and general knowledge of the people and places of our past. This year the ACHP solicited nominations from the community and launched the Historic Preservationist of the Year nomination webpage. Nominations were welcomed from February 28, 2025, and until April 8, 2025.

Discussion

The Committee unanimously voted at their April 8, 2025, meeting, to award the South Washington County Bulletin as a local paper that has historically served the community of Cottage Grove. The 2025 award is presented to Mr. Gary Spooner on behalf of the South Washington County Bulletin.

The Bulletin started in 1958 as the "Newport News" and was sold in the early 1960's as a tabloid. The Bulletin was purchased by Gary and John Herman in 1970 and was converted into a full newspaper. They operated the newspaper and opened the Bulletin License Center along 80th St (Current site of Khol's). In 1983 Gary Spooner and William Kruger bought out John Herman. The paper was operated until 1987 when Mr. Spooner and William Kruger split the paper into the Woodbury Bulletin and the South Washington County Bulletin. During the duration of the South Washington County Bulletin, Gary's Wife Judy Spooner was a reporter. She was awarded the preservationist of the year in 2012 in recognition of her efforts to research and report on numerous facets of local history over the years. The South Washington County Bulletin continued to serve the Cottage Grove community under the operation of Mr. Spooner until it was bought by the Republican Eagle in 1994.

Gary has been and continues to be an integral part of the Cottage Grove Community. He is a charter member of the Cottage Grove Chapter of the Lions Club, a charter member of the South Washington County Rotary, a founder of the Cottage Grove Chamber of Commerce, served on the budget committee for the school district, and much more.

The ACHP desires to honor Gary Spooner on behalf of the South Washington County Bulletin for the work on preserving history by preserving and reporting on residents, events, and places in Cottage Grove.

Recommendation

That the Mayor and City Council present the 2025 Historic Preservationists of the Year Award to Gary Spooner on behalf of the South Washington County Bulletin for their work preserving history by recording and reporting on residents, events, and places in Cottage Grove.



City Council Action Request

6.B.

Meeting Date 5/21/2025

Department Communications

Agenda Category Presentation

Title Proclamation - Historic Preservation Month

Staff Recommendation Proclaim May 2025 Historic Preservation Month.

Budget Implication N/A

Attachments

1.	May 2025 Historic Preservation Month
----	--------------------------------------



PROCLAMATION

May 2025: Historic Preservation Month

- WHEREAS: People have been gathering in this area currently known as Cottage Grove, Minnesota for many years before and after recorded history; and
- WHEREAS: Each individual, family, or group who has visited or lived in this community has, in some form, helped shape the rich and unique tapestry that connects our past to our present; and
- WHEREAS: The Cottage Grove City Council wishes to recognize the importance of learning and keeping the knowledge of our unique history accessible and relevant to current and new residents as well as the general public; and
- WHEREAS: The Cottage Grove City Council holds deep gratitude for individuals and organizations that gather, interpret, and share information and stories about our past.

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 Historic Preservation Month.

Passed this Wednesday, the 21st day of May 2025.

Myron Bailey

Mayor



City Council Action Request

6.C.

Meeting Date	5/21/2025		
Department	Public Works		
Agenda Category	Presentation		
Title	Proclamation - Public Works		
Staff Recommendation	Proclaim May 18-24, 2025 as National Public Works week in the City of Cottage Grove.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Public Works Proclamation 2025</td></tr></table>	1.	Public Works Proclamation 2025
1.	Public Works Proclamation 2025		



PROCLAMATION

National Public Works Week: May 18–24, 2025

“People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Cottage Grove; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Cottage Grove to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota do hereby designate the week May 18–24, 2025 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life for all.

Passed this Wednesday, the 21st day of May 2025.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	5/21/2025		
Department	Parks and Recreation		
Agenda Category	Action Item		
Title	Parks, Recreation and Natural Resources Meeting Minutes (2025-02-10)		
Staff Recommendation	Approve Park, Recreation and Natural Resources meeting minutes from February 10, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>February Minutes</td></tr></table>	1.	February Minutes
1.	February Minutes		



Minutes

City of Cottage Grove

Parks, Recreation and Natural Resources Commission Meeting

February 10, 2025

Pursuant to due call and notice thereof, a Cottage Grove Parks, Recreation and Natural Resources Commission Meeting was held on February 10, 2025.

I. CALL TO ORDER & READING OF MISSION

Meeting called to order at 7:00pm at City Hall

II. Roll Call

Members Present: Susannah Brown, Kelly Glasford, Adam Larson, Debra Gustafson, Shane Waterman, David Olson, & Justin Waterman

Members Absent: Samantha Crabtree

Others Present: Zac Dockter Parks & Recreation Director, Jim Fohrman Parks Supervisor, Molly Pietruszewski Recreation Services Manager, Noah Ranem Recreational Specialist

III. Approval of Agenda

A Motion to approve agenda made by Commissioner Glasford & Seconded by Commissioner Olson. Agenda approved.

IV. Approval of Minutes

A Motion to approve minutes from December 9, 2024. Motion made by Commissioner Brown & Seconded by Commissioner Gustafson. Minutes approved.

V. Open Forum- None

VI. Presentations

a. Pickleball Programming

- i. Noah Ranem Recreation Specialist presented information about Cottage Grove's Pickleball Advisory Board. They started a 20–30-member volunteer program back in 2019 at Granada Park, with the growing popularity of the sport they partnered with the city and 2024 was our first year having a city-led pickleball program. For the spring league we had 26 teams and for the fall league we had 49 teams. We had 230 members in our city-led pickleball club.

This included 150 residents and 80 nonresidents. Club members have access to priority court hours at both Glacial Valley & Granada Park. We had one tournament in 2024 in partnership with St. Paul Park & Newport Lions Club. Our plans for 2025 include increase memberships to 300, shorten club windows to 3-hours, update signage, add a spring tournament, split level leagues, and youth and adult lessons. It was a very successful first year and we look forward to more growth and opportunities. Commissioner Gustafson inquired about lessons. Noah explained for adults we will bring in a certified trainer that will most likely be held mid-day. Youth lessons will be in-house and split between 8-11 and 11-14 years old.

VII. Action Items

a. Peterson (Roger & Myra) Park Naming

- i. Dockter presented an application for a future park. Commissioner Brown asked about the location and if it was part of Michael's Pointe. Dockter explained we currently own a very small portion of land on the south side of the lake in Michael's Pointe. The north side of the lake has a pending development and once that is approved, we will own all the land around the lake and will add trails and park. The park will be located on the north side of the lake.

b. Public Landscapes Initiative Program

- i. Dockter presented a guiding document that sets a 5–6-year plan that is submitted to City Council to add it to the CIP in the fall. Dockter gave a brief explanation of how the Public Landscapes Initiative Program works. It has been a few years since this has been reviewed and Council would like feedback from Commission. Commissioner Larson asked about the current fund balance of \$537,000 under the impression that developers choose to pay into the program vs replant trees. Dockter stated that yes developers have been paying more into this, and the balance does ebb and flow based on projects. This current amount is higher then normal as we typically have a balance in the \$350,000 range, which is what the commission was presented with last time this was reviewed. Commissioner Olson motioned to adopt the Public Landscapes Initiative and place on file. Commissioner Brown seconded motion.

c. East Ravine Park & Trail Master Plan

- i. The Commission adopted this plan a few years back. Council had a strategic planning workshop recently and there was concern from staff regarding the 6 neighborhood parks, trail, and community park and that there would be a large funding shortage. Unlike 15 years

ago, park dedication does not carry the same weight for the cost of the park and land acquisition. Council wanted the Commission to review the park and trail plan and affirm or edit the master plan to make sure we are on board the way the plan is now. There is quite a bit of overlap in the service radiuses, but as staff, when we look at future land acquisition we always want to plan for more then less as it's easier to subtract then add. Staff is looking for any comments or feedback from the Commission. We can leave the plan as is, we can adjust service radiuses and remove one or two parks, or we could study the natural resources of the area, or additional studies we could bring back. Commissioner Brown had questions after reviewing the plan. The idea of playgrounds disappearing from planning is scary as that is a great point of pride for our city and they provide many resources. Commissioner Brown wants to know more about the development; single family homes, townhomes, apartments, because when we have a higher density population, we need different sizes of parks to meet those needs. Commissioner Brown explained it's hard to anticipate what could move or be eliminated without knowing what types of development we might see. She is also curious about growth from the school district and would there potentially be a school built in this development as schools also have green space, ball fields, & playgrounds that could be shared as community use that could impact how we concentrate on certain amenities. Commissioner Brown would like to know the personality of the areas as they develop as our parks all offer different and unique things. Dockter agreed with Commissioner Brown's concerns and stated we don't have any answers as of today regarding the types of developments. Commissioner Olson agreed with Commissioner Brown's comments and would like to better understand the natural resources of this property. The deepest lake in Cottage Grove is located on this property. The beginning of the ravine that goes into the county park is also on this property. So, as we begin to think about developing it, it falls to this group to understand the resources that are in the property and what we can do to protect them and leverage them. Commissioner Olson is concerned that the focus is entirely on parks and no focus on recreation, nor is there anything (beyond the lake and ravine) relative to the actual natural resources in this area. Dockter stated that we do have a natural resources inventory that does a pretty good job, but this

study was last done in 1997. We could have a focus study for just this area, that we could potentially get grant funding for and update the natural resources inventory for this area. Commissioner Larson asked for a better clarification on what “closer” means for the development. Dockter stated there are a couple landowners that are actively engaged in selling and developing their land. Commissioner Larson asked without the shops at Cottage Grove or the community center down on the south end, do we want to keep these mini parks as part of this plan. Dockter stated that the primary focus is Ravine Park and 70th St to the north. Dockter restated his original request in feedback from the Commission. The Commission needs to discuss the priority of parks. For example, if the community park is the main focus, the neighborhood parks could be reprioritized. Commissioner Brown requested information on natural resources around the community park, and parks E, F, & G as these areas seem timelier in the next few meetings. Dockter stated he will bring that information to the March meeting. Commissioner Brown also asked for access of proposed sales information for type of development that would be there (single family, multi family, mixed use). Mayor Myron Bailey stated that the entire area was master planned a few years ago and the majority of the area that would be near the community park would be single family homes. As you get closer to 70th St and Keats Ave you might see medium and higher density. Things can change, but as of yet the developer has only shown single family homes. Commissioner Brown motioned staff to bring back detailed plans of development, potential school, & proposal to update the 1997 inventory. Commissioner Gustafson seconded.

VIII. Presentation of Information

a. Commissioner Terms Review

- i. February 28th is the last day of expiring terms.

IX. Action Updates

a. Denzer Park

- i. Grading completed last fall, final grading completed this spring, playground and picnic shelter have been ordered. We are hoping to have the park up and functional by mid to late summer.

b. Granada Park Parking

- i. Staff has proposal for off street perpendicular parking. We will complete that this summer using in house labor.

c. CG Trailway Corridor Grant

- i. This is for the property under the power lines from Hinton to Imperial Ave. We removed a lot of tree species, underbrush, dead and dying boxelder and ash trees. We received a few calls, but after speaking with Director Dockter he was able to explain this is for habitat restoration not demolition. We will be doing Arbor Day in the area this spring.

d. Oltman/Mississippi Dunes Park Grants

- i. We received \$350,000 grant for each park. For Oltman Park we have plans and specs out for bid, so we expect that work to begin mid to late summer. Depending on the contractor this could be a one- or two-year project. Mississippi Dunes Park grant we are sitting on (we have until 2026 to use this). Council is looking at accepting a fishing pier grant agreement with the DNR and Zac will be working with the Commission on a boat launch through the DNR Parks & Trails and Fishery program with the goal of that having the boat launch installed in 2026, and pier installed in 2025. The 3M priority 2 settlement dollars request for proposal program have been released, so a proposal will be brought to the commission next month to review.

e. Kingston Park Building

- i. Schedule is to finish plans and spec and bring to council in October, go out of bid, and close bid before Thanksgiving and getting a contractor on board for construction to begin by 2026. The site power upgrades will be completed this year if not by Strawberry Fest, for sure by 4th of July.

f. Ice Areana Remodel

- i. The original ice arena was built in 1974. The addition and remodeling were done in 2008. The main area through the back addition is a very inefficient use of space, we have very little office space. The concession stand is also not a good layout and again inefficient use of space. We have an architect reviewing plans.

X. Donation and Acknowledgements-None

XI. Staff Reports & Educational Materials-Submitted along with an article from Parks & Recreation magazine focusing on Economic Vitaliy.

XII. Commission Comments

- a. Washington County Parks Board Meeting Notes
- b. Commissioner Olson inquired about the vandalism at the disc golf park and if the group has reached out to us to see if we would be willing to help them.

Dockter responded that they did reach out to us. Fohrman stated that we have not fixed the basket yet. Staff will have to replace it or will have to bring it in to weld it. To our knowledge it is only this one basket that has been damaged. Dockter stated we will fix the basket (weather depending) before the first tournament in March.

XIII. Council Comments- David Clausen has been appointed council liaison.

XIV. Adjournment- Motioned by Commissioner Gustafson.

Seconded by Commissioner S Waterman. Meeting Adjourned at 7:50pm



City Council Action Request

7.B.

Meeting Date	5/21/2025		
Department	Public Works		
Agenda Category	Action Item		
Title	Public Services Commission Meeting Minutes (2025-03-17)		
Staff Recommendation	Approve the Public Services Commission meeting minutes from March 17, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>3-17-2025 Public Service Commission Meeting</td></tr></table>	1.	3-17-2025 Public Service Commission Meeting
1.	3-17-2025 Public Service Commission Meeting		



MINUTES

COTTAGE GROVE PUBLIC SERVICE COMMISSION

March 17, 2025

City Council Chambers

12800 Ravine Parkway South, Cottage Grove, Minnesota, 55016

1. CALL TO ORDER

Vice Chair Ron Kath called the Public Service Commission meeting to order at 7:00 p.m., explained Chair Lisa Kons was fighting a cold, so he's helping her out.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Vice Chair Kath was advised that Roll Call had been taken. Absent: Commissioner Jenny Olson, Commissioner Lise Rediske, Commissioner Kelsey Moyer

4. APPROVAL OF THE AGENDA

Commissioner Tracy Jenson made a motion to approve the agenda; Commissioner Nate Lotts seconded. Motion carried: 4-0.

5. APPROVAL OF MINUTES

A. APPROVE MINUTES FROM THE JANUARY 27, 2025 MEETING

**Motion by Chair Kons to approve the January 27, 2025 meeting minutes; Commissioner Lotts seconded.
Motion carried: 4-0.**

6. OPEN FORUM

Vice Chair Kath said open forum is a process for anyone in the audience who wishes to speak to the commission may do so at this time. No one spoke. Vice Chair Kath closed the open forum.

7. PRESENTATIONS

A. GIRL SCOUT PEDESTRIAN SAFETY PRESENTATION

Ryan Burfeind, Public Works Director, said Girl Scout Troop 57482 is here to talk about pedestrian safety in Cottage Grove. They have a short presentation, which I believe they also gave recently to the School Board. He invited them to come up to give their presentation.

Girl Scout Kinsley Chase introduced herself and her fellow Girl Scouts, Natalie Long, Julia Schwalm, and Nyx Talbot, all with Troop 57482; she said unfortunately, one of our members, Genevieve Vang, couldn't make it tonight. We have a take action project that we are going to be talking about.

Public Service Commission Meeting

March 17, 2025

Page 2 of 9

Natalie spoke about Our Goals:

- Create safer walking paths for pedestrians
- Make it easier for the kids who don't have rides
- Inform and address the community of hazardous walking patterns among walkers

What a Take Action Project is:

- A project that helps us with the Silver Award
- A problem we have noticed within the community
- Our take action project is focused on kids who walk to and from school and is meant to improve safety for children and pedestrians

Julia spoke about Our Proposal:

- Adding shortcut trails, which will benefit walkers who are looking to cut their time while traveling to school
- We want to inform the community and drivers of unsafe walking patterns to and from school, so they can be aware that kids may be crossing at unsafe intersections
- Enforcing a lower speed limit in school zones to decrease the chance of injury in pedestrians and walkers
- Adding crosswalks and flashing crosswalk signs where students walk:
 - Crosswalks, stop signs, trails for shortcuts most often used by kids
 - Around Cottage Grove Schools (wide variety of ages and grades), our plans is specific to Cottage Grove and is made to benefit all these ages with a special note to keep school walkers in mind

Nicks spoke about their researched Stop Sign Info:

24" x 24" Stop Sign: \$37.75

30" x 30" Stop Sign: \$54.25

12" x 36" Crossing Sign: \$52.25

24" x 24" Crossing Sign: \$44.95

We have some upcoming maps in the presentation, and I would like you to note that we would like to:

- Put 2 stop signs around Oltman Middle School
- 1 crosswalk around Oltman Middle School
- 6 to 9 stop signs around Cottage Grove Middle School
- 3 crosswalks around Cottage Grove Middle School

Nicks gave Reasons Why this is Important:

- We need a plan that keeps the students in mind, not where we want them to be.

Weather and Accessibility:

- For around half of the school year in Minnesota, weather and accessibility is harder for students:
 - Low temperatures during the winter with unsafe gear is unsafe, can lead to hypothermia and frostbite.
 - Kids also have to walk through bad weather, way longer than intended, which can interfere with sleep and tardiness at school.

Crossing the Road or Intersections:

- Because of the seasons, it's a lot darker in the morning, and kids need to cross; it's harder for cars and other vehicles to see them, which can increase the risk of crashes and injuries.
- Walkers in our Troop have experienced people that we know getting into crashes when they are trying to get to school.

Busing Zones are Being Expanded:

- Grades K-6 More than 1 mile
- Grades 6-8 More than 1.5 miles
- Grades 9-12 More than 2 miles

I personally cannot imagine a kindergartner having to walk more than 1 mile to school because they don't have a bus.

On these maps, we have the two general areas where we want to put either signs or crosswalks for the students to cross:

- At Oltman Middle School, one of the places we would like to put a sign or better visible areas for people to cross is because there is a hill over there and it is a lot harder to see them, especially when you're coming up on that hill. I know I have encountered a few close calls trying to make sure that drivers could see me when I was trying to make my way to school.

- At Cottage Grove Middle School, near Park High School there is a big hill surrounding the area, and it's a lot harder for kids to get to school when they have to deal with those hills.

Pictures:

- On the next slide, we have a few pictures of the Oltman intersection; the second picture is the hill coming up to the place where students want to walk.
- On the last picture is where we want to put a crosswalk for students to cross. We do need to keep in mind that kids have to walk more than a mile to school, following the roads and other paths, instead of just the mile radius of the school walking zone.

Sources: These are the sources where we found the Stop Sign information; it showed maps were from Google Maps.

Vice Chair Kath asked the girls to please stay up there, as we might have a question or two for you. As we get started, first of all, I just want to thank you girls for coming forward, I thought you did a really nice job. I loved the PowerPoint that you put together, too. So, it gives us an opportunity to have a discussion now and talk about your proposal, and then if we feel that we need to, we'll give staff some guidance at that point. Vice Chair Kath asked the commissioners if they any questions for the Troop.

Commissioner Jenson thanked the Troop for being here and being involved in making the community safer, we really appreciate your presentation. I just wanted to understand, can you talk a little bit about how you picked the locations? Did you observe situations, or?

Nyx replied we picked the locations based on places we know it's unsafe for walkers who do need to cross and places that students most often cross in order to get to school on time.

Commissioner Lotts said I don't have any questions, but thank you so much, nice job, nice presentation. Fantastic mime, by the way, with the frozen one.

Nyx stated I would also like to mention one other thing. On 65th Street, the speed limit is around like 50 MPH, and they don't consider that area a school zone, but kids still have to pass through there.

Vice Chair Kath replied well, actually, being a school bus driver, I drive that road a lot, so you guys have picked some really good intersections to have us at least deliberate and talk about. So, I commend you that you put a lot of time and effort in this, even researching the cost of the signs, where we could actually put some signage, at least to identify some safer zones. Because I think the other thing that maybe I thought about, too, when you talk about safety, especially during the school year, it's a lot darker, too. We don't have a lot of daylight once it kind of gets late in fall, and in winter, our kids are walking at that time, and you were totally correct on the walking distances. For a mile for a kindergartner is too far, and even for the Middle School, it is 1.5 miles right now. You probably learned at the School Board, too, they have the different types of roads where if it's a certain speed limit, then we don't want the kids crossing and they will be bused at that point. So, I know at least the School District has put those type of guardrails out there to help, and from a safety perspective, as one who actually used to serve on the School Board, it was always our concern of our walkers out there at that point.

So, I guess what I'd like to do is maybe open it up a little bit to Ryan and see if staff has taken any type of a look at this and seen what, because some of them seem realistic and I don't know why we couldn't put a sign up. Especially the Oltman one, right away, coming up 65th, you've got the walking path that comes out of the park; there's kind of that walking path, you come out of the subdivision and there's a path, you go across 65th and then we're on the sidewalk. So, to me, I see a lot of people crossing there, not only kids going to school, but even people out walking in the afternoon, just going for a walk.

Director Burfeind said certainly there was a lot of good information here, and I want to thank the Girl Scout Troop as well for being here tonight and giving a great presentation. It's definitely something that we will look at, and there could be a few different things; there could be ones that are maybe more obvious kind of things that we could implement and don't really need a lot of study. Something like 65th Street is always a little harder because it is a County Road, and obviously, the County is just as concerned about pedestrian safety; one of the challenges, because the speed limit was mentioned, that is a 50 MPH road. When you're talking about those kind of speed limits, if it's something like a crosswalk at an intersection, it's always a legal place to cross, but most studies show that just adding a sign or crosswalk bars can actually increase accidents because it can maybe give a little false sense of security. So, those are things we want to look really closely at and work with the County on to make sure what we're doing is really the safest approach.

We also want to look at this holistically; I think there's a lot of good information here for both Middle Schools. Like I said, we'll probably look at all of it first, see if there's easier things to implement. Certainly, by Cottage Grove Middle School, you're talking lower-speed roads with Indian Boulevard, where it can be very appropriate to have additional crosswalk signage, crosswalk markings, things like that.

The only thing I want to mention is the City was successful in getting what's called an SS4A Grant, Safe Streets and Roads for All; it was a Federal Grant of \$352,000 that we got, and then we got a matching State Grant for the remaining 20%, to get us up

to \$440,000, to kind of look at pedestrian safety holistically in our City. The only unfortunate thing is with some of the Federal funding freezes right now, we've been told to pause all work on that and not move ahead, but we're confident that will get worked out and we'll be able to implement that grant.

So, this would be, I think, great information, that'll actually result in kind of a technical committee at the City from all the different departments; so, from Public Safety, Public Works, Engineering, even Community Development, will all be involved in this committee. There will probably be a lot of presentations that a commission like this works, so I think taking this information and incorporating it into that study. What's also nice is there is money for like Pilot Projects, so it wasn't just about a study, we can actually implement some real work, new crosswalks, things like that; there's actually a portion of the funding that we can actually do real projects with as well. Assuming that grant can move ahead, we would start that work here in the summer and do the study part of it, summer, fall, into winter, and we could implement some Pilot Projects as well in that same timeframe. So, that'd be kind of our approach, like I said, it's twofold: Look at the easier stuff, and then the more-challenging ones, we'll work with the County and with that grant if the commission sees that as a good option.

Vice Chair Kath said so, one quick question, Ryan, do you think you would've looked at these locations without the girls coming forward?

Director Burfeind replied I would say a lot of what we take is public input, so I wouldn't say that we would necessarily have targeted these, right? Because it's such a big City with so much going on, a lot of what we take is public input, whether it be sign requests or something like this presentation. So, it is really helpful to have these because no one knows the issues like the people using them, right? As staff, we know the City really well, but the residents and students using our infrastructure know it better than anyone, and they can bring those issues to us in a way that we can't probably as effectively do. So, I think this actually is really helpful to target areas like this.

Vice Chair Kath replied I'm glad you said that because I just wanted them to feel like this is actually, it's not just me coming in to do a presentation just to do something, there might be some action that'll come out of this. So, I think you girls should be very proud of that, bringing your voices forward.

Chair Kons said I have one quick question. So, you mentioned that this is for a silver badge, or a project; how do you know at the conclusion, you mentioned something earlier in the PowerPoint, there was a purpose behind this?

Nyx replied this contributes to our Silver Award project, as it's helping us push towards our goal, like it's helping us focus on our Silver Award project, when we finish up our take action project. The goal for this is to make sure that pedestrians and students can go through the crosswalks without having to feel like they're always at risk of getting into a crash.

Chair Kons asked, so, then are you tracking this project, or will we stay in touch with them, so as we move forward, it can?

Director Burfeind replied yep, that's a good question. So, at a staff level, we would stay in touch with the Girl Scout Troop. Our Engineering Division, specifically, one of our Project Engineers, has been communicating so far; it may transition to our Graduate Engineer, she's going to be more involved with the SS4A Project. So, we would stay in communication with them, just to kind of let them know where we're at, because we always want to give feedback and not feel like it's going into a hole and what's coming out of it. So, we would definitely communicate throughout the process.

Chair Kons said that's perfect.

Vice Chair Kath said, so we can give you Ryan's phone number if he doesn't get back to you, too, okay? We won't tell you where he lives, but at least we'll give you that stuff, okay?

Director Burfeind replied no worries, I'm right on the website, so I'm easy to track down.

Vice Chair Kath asked the commissioners if there were any other questions, and there were none. He stated well, again, girls, thank you so much for bringing this forward, okay? And enjoy the rest of your school year, though I heard a number of them are 8th-graders, so, they'll be moving on to high school here pretty quick. So, good luck to you girls the rest of the school year, okay?

They said thank you.

8. BUSINESS ITEMS

A. GRANADA PARK PARKING UPDATE

Director Burfeind said just a quick update on this project. We had a good discussion back in the fall, I think it was probably at the November commission meeting where we had the public invited to talk about at that time a potential parking restriction related to some issues going on at Granada Park. This was the slide and what we talked about then: You've got Granada Avenue and

there was a request from the public to look at a No Parking Zone on the west side of Granada Avenue. A lot of good discussion at that time with some direction to kind of go back and maybe revisit some other parking enhancement ideas. It also went back to the Parks Commission as well to look at this, so they had a lot of good discussion at our previous meeting. If you recall, I think the direction wasn't necessarily to do the parking restriction right away, only because it's not necessarily solving the issue, right? There's a lot of extra parking with all the pickleball use, it was just kind of moving the issue, it was just moving it outside of the parking restriction. There was discussion about like a dedicated parking lot; however, that was going to take up a lot of that open green space, which is really nice to have at Granada Park.

At a staff level, what we looked at was doing kind of like we have on Indian Boulevard for Pine Tree Valley Park, and doing just dedicated perpendicular parking that we can construct pretty cost effectively. Right now, we showed 9 stalls, and we'll fit that to what makes the most sense to try and not impact all the boulevard trees and things like that. This was the direction that the Parks Commission felt best for the park to provide some dedicated parking, but not impact the park in a major way. Really, when we're looking at the cost here, we would have to hire a contractor to do like the curb and gutter work, but the paving we would do inhouse with our Public Works Department. So, a very low-cost approach here to provide some good additional dedicated parking.

Right now, I just wanted to give an update to the commission; that's kind of the direction that we're proposing to go, and then we'll continue to monitor the issue, the Parks Department will see if this is sufficient or do we need to have more of this. There's plenty of room to add this dedicated perpendicular parking but not having that big impact to the park.

So, no specific recommendation needed from the commission. I just wanted to give the update, but I'm happy to answer any questions that you might have, kind of where we are at in this situation.

Vice Chair Kath said okay, thanks, Ryan. I'll open it up to my fellow colleagues here, are there any questions, or?

Commissioner Jenson said not a question, but this is great solution vs. cutting in and taking a big chunk of the park, so nice job, I think, on trying to accommodate the parking without losing a lot of green space. So, that was good.

Director Burfeind replied thank you.

Commissioner Lotts said, yeah, it's almost like he hasn't done this before. Seriously, a fantastic solution.

Director Burfeind replied I think it's a good middle ground, right? It doesn't provide quite the number of spaces that a dedicated parking lot does, but this work we can really easily do mostly inhouse and work well with that Park budget; obviously, it's a limited budget, too, and we're going to spread that across the City as best we can.

Vice Chair Kath said so, the park on Indian Boulevard that has the same kind of parking stalls, that one has a hockey rink with it, so those stalls get plowed all winter; would these be plowed in the winter? Since that park, I don't know if it gets used in the wintertime.

Director Burfeind replied you're right, like the pickleball we wouldn't have, there wouldn't be a lot of use. I think having that there just to make sure drainage and everything is working properly, we probably would continue to plow them all winter just because of the way the gutter and everything will work once we do this; it's best for us to make sure we're plowing it all winter.

Vice Chair Kath said okay, good. And I, too, felt that it was a nice compromise on what was originally proposed, and I'll be excited when you bring it forward to the Council and see what they think, too. And maybe that's a good reminder for the public, too: Before it's ever approved, it'll go before Council for an open dialogue, correct me if I'm wrong.

Director Burfeind replied so, there will be some work that Council would see; this is pretty minor, so, it's not like a big "project" that the Council would see, but I think we would probably just mention it when we're talking about budgeting and things like that. I think we would like to implement it this year, but the Parks Department feels pretty comfortable that they have the funds to implement it this year, so it'd be more of something in our Council Updates and such to let them know that this is the direction we're going.

Vice Chair Kath said okay, and what about the residents? Especially the ones that came before us, have they been notified, obviously, through our commission, if they're watching tonight before the agendas and stuff, but are we going to go back and try to let those folks know on that street?

Director Burfeind replied yep, I think what our plan would be is now that this commission's seen it, we kind of close the loop on everything, there would be another mailing that would go out just to update them on this is the direction we're going right now. We're not looking at the parking restriction and let them know we'll continue to monitor the situation.

Commissioner Lotts said okay, I think this would also be a fantastic solution to their concerns, too, right? The parking in front of the driveways, they're close to the driveways, like you said, you're going to plow it in the wintertime. So, it can still act as parking for holidays and that type of stuff, wherever parking would be densest in that area, rather than having to restrict parking by their driveways, they can have people park there.

Director Burfeind said and another nice thing, I think when you have this dedicated perpendicular parking, people are more inclined to use it. I think when you're parking on a street anyway, depending on the direction they come from, they're going to park on that side of the street. So, even if it's not busy, they might have still parked against those residents' driveways, but now that you have dedicated parking, I think the idea is people will be more inclined to use that first before they're parking on the roadway.

Commissioner Lotts commented field of dreams style; Director Burfeind replied exactly.

Vice Chair Kath said Ryan, my last question was regarding one resident that came before us at the commission, I remember you guys were going to go back and talk to more people in the neighborhood; did we get any more feedback?

Director Burfeind replied no, there was never any more feedback or responses from the letter that we had sent; so, I think it was mostly the one resident who had the biggest concern, and he's the one who had initially brought it up. We had sent a letter to a bigger group just to try to see if there were any other questions or concerns, but nothing at this time. So, when we send out the additional letter, we still have contact information, so if people have questions, they can still reach out on the solution.

Vice Chair Kath said awesome, well, thank you again. He asked the commissioner if they had any other questions or comments, but there were none.

9. COMMISSION COMMENTS - None.

10. STAFF REPORTS AND MATERIALS

Council Member Dave Clausen introduced himself, said hello, I'm new to City government, I've just been elected, and I'm trying to meet with all the commissions or at least attend all the meetings to show my face and say hello. Dave Thiede is the official representative, so consider me Dave 2.0, I guess, as Dave wasn't able to make it tonight. If you have any questions, I'm easy to get a hold of on the City website.

I also want to thank the Girl Scouts for coming, what a great presentation. So, after their idea leaves the commission, it comes to the City Council in most cases, to make sure that the City, of course, has the money to spend on this item, but it sounds like we do. I also want to give you kudos for doing your research on the cost of signs; I think your costs are probably better than what we can make them for. Anyway, thank you so much.

Vice Chair Kath said all right, thank you, David.

Director Burfeind said I can keep going here, and as usual, I'll let Gary Orloff talk more about some of the street stuff.

But a few other project-related things: We have projects out to bid right now, so we have our Pavement Management Project for 2025, that's going to be the Hidden Valley neighborhood, which is Council Member Clausen's neighborhood, along with Council Member Thiede, so that'll be a good project for this year. The bids came in quite favorable, so they were about \$400,000 under the Engineer's Estimate, so, that's a good start to the project. What's nice is when you're talking about a project like that, asphalt, paving, some of these concerns about tariffs and such are not really all that applicable, so we're not seeing issues with that, oil prices are still at a good spot right now. So, that was good.

Our Mill and Overlay project for 2025 will be out to bid here shortly. That one is kind of a combination, we have neighborhoods in the Timber Ridge neighborhood, kind of north of 70th Street, as you go north on Hardwood, that area; and then also Hardwood Avenue will be Mill and Overlay as well, that's a road that definitely needs some pavement maintenance to keep it in good drivable condition. So, we would do 70th Street to 80th Street.

The other thing that is happening is a signal being installed at Hardwood Court and Hardwood Avenue with that project. That intersection was specifically designed for a signal, we can just basically put the poles right in, we have to do some pedestrian ramp updates because since the road was built, the standards are different now; but otherwise, it was set up perfectly for a signal, and there's been a lot of talk on that. I had some additional information for the Council when that went out to bid just because obviously making sure we aren't creating a new East Point Douglas and Jamaica; that Hardwood Court feels really close to 80th Street, but it actually is about twice the distance that the old signals by Target used to be, with about half the traffic. So, it's a much more appropriate situation with that signal spacing, so it's kind of following the plan that was implemented 20 years ago when that road was first built. You will see that installed this summer as well, but not a great impact during construction, because like I said, it's mostly just erecting the signal poles on the side of the road.

Commissioner Jensen asked is that the intersection by like Goodwill and Kohl's?

Director Burfeind replied yes, that's correct, commissioner. So, you're going into Kohl's the one way and Goodwill the other. We did look at a roundabout as well; obviously, when we can, roundabouts can be a great solution, but there the traffic is really not balanced very well at all. There's still a lot more traffic on Hardwood, so the signal has some benefit there. The other part is we would have needed to acquire a very large amount of Right-of-Way to do a roundabout because that wasn't contemplated

20 years ago, and there is only one way in and out for those business areas; and there is no way to build that roundabout without at least closing one side, so it really was just not a feasible solution to do a roundabout, but the signal was always planned and it'll work well.

Another project that we have out for bid is called the High Zone Raw Watermain, kind of an interesting name, but what we're doing is we have the new Water Treatment Plant being built by the Central Fire Station. We have two City wells, Well 11 is in Highlands Park and Well 12 is in Sunnyhill Park, and we have to connect that by a dedicated watermain to that Water Treatment Plant; so, it's about a \$7 million project to snake a very large diameter, 2.5 mile long watermain from those wells to the new Water Treatment Plant. So, it's a very challenging project, but we have a good plan in place, and that's out for bid right now to do that work this summer; that's fully funded by the 3M Settlement, so, no cost to the City at all.

So, those are probably the big project updates I would say for this year. In terms of our different divisions, I said Gary will cover Streets.

The only thing I do want to mention is plowing because we had the big, wet snowstorm 2 weeks ago, and now they're starting to hint at maybe snow on Wednesday. Just reminding folks, those big, wet snowstorms are a challenge. So, this time of year, everyone has removed all their plow stakes, and when you have a fresh 11 inches of snow or 6 inches of snow, for our drivers it's really hard to know where is the curb, if you're on a sidewalk, where is the edge of the sidewalk. So, they do their best, they really try, they know their routes really well, but there's still a lot of what we call plow damage during that storm, and it's just inevitable. There's no way around it, and none of it is intentional, and it's amazing; you know, we had all those little 1-inch snowstorms this winter, and we can clean those up in 6 hours. Well, this one, I still think we did an amazing job, by noon, roughly, we had basically 2 passes in every direction, all the roads passable, but we were still getting calls at 10:00 and 11:00, when are you going to plow my road? Why is it not done? And I know personally, from other friends in other cities, it was 3, 4, 5 o'clock before they even saw the first plow. So, people just need a little more patience on these days; these big, wet snowstorms take a long time to remove, and if we get this on Wednesday again, we just look for everyone's patience as well as we manage it. With that, I'll turn it over to Gary.

Commissioner Lotts said put those stakes back in the ground, mine are still there. It's warming up, the ground is thawed out; I'm optimistic, but I'm not that optimistic, those things are still in the ground.

Gary Orloff, Streets Superintendent, said one thing with Ryan, when he's talking about the plow damage, they can all Public Works, 651-458-2808, or go on the website and report plow damage. The third week of May we typically get out and put black dirt out, seed, and hydro-mulch it, so just report it, and we'll take care of it. If we damaged it, we'll fix it.

Let's hope this storm misses us because we're already out sweeping, we started last Wednesday, and we got out, sweeping the main roads. Our big sweep with McPhillips Sweeping, which received the contract this year, will be April 14, weather permitting.

We still are out tree trimming, inhouse the 8-inch and under trees; our contractor is still south of 90th, hopefully, he'll be finishing up by the middle of April.

Potholes: We already started filling potholes, a pretty minor season for us in Cottage Grove, our roads are in pretty good shape. They actually opened up a hot mix plant in St. Paul, so we'll be switching from cold mix to hot mix; so, if any residents drive and see any kind of potholes, report it to Public Works and we'll get out there and fix them.

Gary said that's about all I have for right now; fingers crossed, the storm stays south of us. Gary asked if there were any questions.

Vice Chair Kath said I have one quick one for Ryan, and I know we had some disruptions with the Jamaica, East Point Douglas intersections and all that; do we foresee any more disruption, or is that sewer work all done now, or?

Director Burfeind replied that should be all done, and what that was, was after the contractor was done, they installed a lot of new concrete pipe; we do postconstruction televising, so we have a contractor run a camera through there and look at all of it, and they had identified some cracked sections of pipe. So, the contractor had to install a special liner inside of it, so that was the work that had to be done, and that should be all wrapped up. Some people asked on Facebook, why didn't you do this during the project? Well, it was work that they already did and they had to repair, so we're really holding the contractor accountable. A lot of agencies don't do that televising afterwards, its installed and they're done. So, we do that extra step and those would have been pipes if we didn't do this work that instead of lasting 50 years, they might last 10, 20 years before they start failing. So, that's important work to do, but I know it was a headache for those handful of days to have that, probably some bad memories from the previous two years. It was quick, in and out, they did as much as they could, and we should be wrapped up.

Vice Chair Kath said and then one last one, is there any pressure we can put on the State with the roundabout there to get the lines painted when Spring gets here? Because I know they did a little bit of work, but it seemed like they didn't finish the job. Is there any way we can put pressure on the State?

Director Burfeind replied yep, so, I actually have already connected with them, and they will be back out as soon as the conditions are appropriate to finish it. There was some confusion on their end, they did what they felt was all the MnDOT striping; because if you look at what was left, it was like the crosswalks going onto Jamaica and West Point, and they thought that was City, but that is actually all MnDOT owned striping. So, they did not finish it last year, so they will be out and finishing that as soon as the weather allows this year.

Vice Chair Kath said awesome, okay, thank you.

Commissioner Lotts said I was going to actually ask about that watermain, its 2 miles, you said; is that, I think we discussed this, I want to say I asked a question like in November, is that taking place on all City-owned property, I think you mentioned the powerlines Right-of-Way there?

Director Burfeind replied yep, so that is, I would say 99% all City Right-of-Way or City park property, and actually, like those powerlines, the City owns the underlying property and the powerlines just have an easement over it. There's one section we have to cross from the powerlines under Pine Tree Valley Park by Indian Boulevard there, we do have a City Outlot with a trail, but it's not quite wide enough; there's a sewer running through there and some other utilities already. So, we did have to acquire a small easement from a homeowner, and we're actually directionally drilling under their property, so there won't be any actual impact. They are being compensated, there's kind of a standard process to do an appraisal for that easement, and they're being compensated for that easement.

Commissioner Lotts asked and that's all mostly trenched pipe inlay, but you have to do some directional?

Director Burfeind replied yep, that's correct. So, anywhere we're in the park or like just in a City street, we do open trench because we do duct iron pipe; and with our soils with all the big boulders, that actually can be challenging to directionally drill in Cottage Grove, but we will drill it under that single-family property. It's not under the home, it's right on the edge of their yard, and then under Pine Tree Valley Park, so we're not impacting the park as well.

Commissioner Lotts said fantastic, thank you.

Vice Chair Kath said thanks, Ryan, we'll move over to Jon.

Jon Pritchard, Fire Chief, said I have two things for you tonight:

First of all, we ended February not quite as busy as January, but we still are up about 18% in our call volumes for the year; so, despite January being closer to 25%, compared to last year, we're still incredibly busy, which actually is a great segue into some exciting news.

I may have mentioned at January's meeting and it was also in our Strategic Plan that one of our goals within the 5-year census plan was to do something called the Standards of Coverage and Community Risk Assessment, which brings in an outside firm to do like a comprehensive study of how we deliver and emergency services, EMS services, in our community. So, in December, we put it out for Request for Proposals, and over 6 proposals came back to us, and then we went through the process of evaluating them. We did interviews at the beginning of March, and we've chosen a finalist to do that; so, right now, we're just drafting a Professional Service contract with them, and that should go to the Council at their first Council Meeting in April, which will be April 2.

Once that is finalized, it's about a six-month process in which they'll come in, evaluate everything about us, and give us some recommendations on kind of the best steps forward to provide comprehensive fire and emergency services to our City. That includes what to do with Station 4, as that is not really a staffed station anymore, and what we can do to be more efficient and effective in how we deliver services. So, it's a really exciting development for us, many other communities have done these studies, communities our size; this is definitely a time when you kind of eclipse that 40,000 mark where you've really got to evaluate how you deliver services and such. So, I think this is great timing for us and really thankful to our Council for allowing us to budget for this in 2025 and look forward to their approval and remarks on it when we bring it to Council. So, we'll hopefully see that finalized in early April. Thank you.

Vice Chair Kath said awesome, thanks, Jon.

Chief Pritchard said with Captain Petersen not here tonight, Sergeant Henseler will give an update as well.

Detective Sergeant Justin Henseler said thank you, commission, I've been to a couple meetings now, so your faces look familiar. He introduced himself, said he's been with the Cottage Grove Police Department for about 11 years now. I'm currently assigned to the Investigative Unit, but I wanted to cover a couple of things on the Police side:

Addressing the Girl Scouts, he said I want to thank you again for coming in and presenting on that, I was a School Resource Officer (S.R.O.) at Cottage Grove Middle School as well as Oltman Middle School, so I know exactly what problems you guys are talking about. So, that's a great hit.

Detective Henseler said on the Police side, we have a total of 6 new hires: Three were laterals that were coming from the County or other agencies; the other three started immediately, the other three are starting in waves once they finish their POST license. Two of these officers were active C.S.O.s, and one is in our C.S.O. Cadet Program, and that's where we'll help pay for their schooling to become a police officer for the City of Cottage Grove.

On Wednesday night, we'll have a swearing in for Therapy K9 Riggs for the Cottage Grove Police Department; he's a cutie, a little Golden Retriever mix, so if you are attending that meeting, you will see Riggs.

We also have our social worker embedded within our Police Department; I'm not sure if Jen has come in and talked to you commissioners or at City Council. I know she's going to make some appearances here pretty soon, it's fantastic to have a social worker embedded with our Police Department, working with our person in crisis calls and mental health services that she brings from the County. So, that's staffed from Washington County, and we help pay for that and employ her here in Cottage Grove.

For new equipment updates for the department, we have new Tasers, the Taser 7s, a new updated version of what we currently carry as a less-lethal device on our belts.

Detective Henseler said I want to say thank you, and I'll open it up to the commission and everybody in attendance if you have any questions.

Vice Chair Kath asked the commissioners if they had any questions.

Commissioner Jenson said I saw a picture of Riggs, and he's got to be your most popular officer on the force right now.

Detective Henseler replied yeah, our Facebook posts go up a lot, we have to put him up there about every two weeks so we can get some more likes.

Vice Chair Kath said awesome, thanks for filling in this evening for us; Detective Henseler replied thank you.

11. COUNCIL COMMENTS

A. Council Agendas

Vice Chair Kath asked Council Member Clausen if there were any updates from the Council he wished to share with the commission this evening.

Council Member Clausen replied not that I can think of right now, thanks.

12. ADJOURNMENT

Vice Chair Kath adjourned the meeting at 7:41 p.m.

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



City Council Action Request

7.C.

Meeting Date	5/21/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Tobacco License - Grove Tobacco (Royalty and Sons Inc.)		
Staff Recommendation	Approve the Tobacco License for Grove Tobacco located at 8599 West Point Douglas Road South #200, Cottage Grove, Minnesota.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		



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

FROM: Tammy Anderson, City Clerk

DATE: May 21, 2025

RE: Tobacco License - Grove Tobacco (Royalty and Sons Inc.)

Discussion

Minnesota State Law and City Ordinance 3-5-1 mandate that all establishments in Cottage Grove authorized to sell tobacco products require a license issued by the City Clerk.

Zuhair Fawzi Dahdal submitted an application for a new tobacco license for a business to be called Grove Tobacco on April 22, 2025. This business is located at 8599 West Point Douglas Road South Suite #200, a site that was previously licensed for tobacco sales to Ahmed Imad Asmar following Council approval on September 4, 2024. Mr. Dahdal is in the process of purchasing the business from Mr. Asmar and, upon approval of his license, will assume responsibility for the lease at this location.

The application is complete and in accordance with our ordinance as submitted. Public Safety conducted a background check and discovered no evidence that would prevent Zuhair Fawzi Dahdal from receiving a tobacco license at this location.

Recommendation

Approve the Tobacco License for Grove Tobacco located at 8599 West Point Douglas Road South #200, Cottage Grove, Minnesota.

Attachments

1.	Memo - Public Safety
----	----------------------



To: Director of Public Safety Peter J. Koerner
From: Detective Sergeant Justin Henseler
Date: May 6, 2025
Subject: Tobacco License Application

APPLICANT

Zuhair Fawzi Dahdal
6218 Camden Ave N
Brooklyn Center, MN 55430

PLACE OF APPLICATION

Grove Tobacco
8599 West Point Douglas Road South
Cottage Grove, MN 55016

BACKGROUND

On April 22nd, 2025, Zuhair made an application with the City of Cottage Grove, to obtain a tobacco license at the business, Grove Tobacco, at the address of 8599 West Point Douglas Rd S, Cottage Grove, MN 55016. Zuhair lists being the Chief Executive Officer of Royalty and Sons, Inc. The application was submitted containing a photocopy of a Minnesota driver's license, Certificate of Compliance, Certificate of Liability Insurance, and an Application for Minnesota Revenue to Make Retail Sales of Cigarette and Other Tobacco Products.

CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, ACCURINT, and OSINT. I was able to find a Domestic Assault charge from June 3rd, 2011, that ended up being dismissed.

Upon running the attached copy of the Minnesota DL that was provided, it showed a regular class D License with no restrictions. No inconsistencies were observed with the Minnesota driver's license signature and the applicant's signature on the submitted forms.

CERTIFICATION

Zuhair provided a Certificate of Compliance for the Minnesota Department of Labor and Industry dated April 22nd, 2025. He advised that his Insurance Company for Workers' Compensation is Encova Insurance, effective April 18th, 2025 – April 18th, 2026.

Zuhair also submitted an Amendment to Commercial Lease Agreement between CG Retail Ventures LLC (Landlord) and Royalty and Sons, Inc DBA Grove Tobacco (New Tenant) dated April 18th, 2025. This document was signed by both parties and notarized.

CONCLUSION

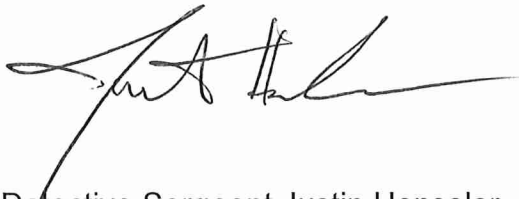
There are no negative social media, or posts, observed for Zuhair.

As noted above in the certification section, the validity of the applicant's identification and certification seem to be valid and applicable.

It should also be noted that the insurance coverage is not listed. I do not see any indications that Zuhair is also applying for CBD/THC product sales.

This concludes my background investigation for this applicant applying to open and distribute tobacco products in the City of Cottage Grove.

I recommend approval of this application based on the requirements stated in the Cottage Grove City Ordinances License Term 3-1-6 and 5-1-11.

A handwritten signature in black ink, appearing to read "Justin Henseler", with a long horizontal stroke extending to the right.

Detective Sergeant Justin Henseler
Background Investigator



City Council Action Request

7.D.

Meeting Date 5/21/2025

Department Administration

Agenda Category Action Item

Title SafeAssure Consultants Professional Service Agreement

Staff Recommendation Approve the service agreement with SafeAssure for Workplace Safety Consultant Services.

Budget Implication \$10,113.91 - Included in the 2025 Budget.

Attachments

1.	Safety Consultant Memo
2.	Agreement for Professional Services_SafeAssure Consultants Inc. wExhibit (Cottage Grove) 5.12.25



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: May 14, 2025
Subject: Safety Consultant Service Agreement

Background

For many years, Safe Assure has been a trusted partner in ensuring workplace safety for the City. Their comprehensive services, outlined in the attached agreement, include:

- **Monthly safety training programs** to keep employees informed and prepared.
- **Regular attendance at Safety Committee** meetings to provide expert guidance and collaborate on initiatives.
- **Proactive facility walk-throughs** to identify and address potential hazards before incidents occur.
- **Mock OSHA inspections** to prepare The City for potential regulatory reviews and ensure compliance.
- **Convenient website hosting** for safety data sheets (SDS), offering employees easy access to critical safety information.

Action Requested

Consider approving the service agreement with SafeAssure in the amount of \$10,113.91 for the next year.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this 21st day of May, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and SafeAssure Consultants, Inc., 7505 93rd Avenue NE, Spicer, Minnesota 56288 (“Consultant”).

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services (“Services”), as defined in the following documents:
 - i. A proposal dated May 1, 2025, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services as set forth in Exhibit A.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall terminate on May 31, 2026, unless all agreed upon tasks have been satisfactorily completed by Consultant or the Agreement is terminated prior to that date pursuant to Section 4. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of the Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials,

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

8. CITY'S REPRESENTATIVE. The City has designated Jennifer Levitt to act as the City's representative with respect to the Services to be performed under this Agreement. She shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Chadwick Peterson to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
 - a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers' Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

Or emailed: JLevitt@cottagegrovemn.gov

If to Consultant: SafeAssure Consultants, Inc.
7505 93rd Avenue NE
Spicer, MN 56288
Attention: Chadwick Peterson

Or emailed: chad@safeassure.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

SAFEASSURE CONSULTANTS, INC. (“CONSULTANT”)

By: _____
Chadwick W. Peterson, President

Date: _____



WHAT SAFEASSURE WILL DO FOR YOU

**INFORMATION
PACKET/PROPOSAL**

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

The required standards that apply to The City of Cottage Grove are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

EXCAVATIONS/TRENCHING 1926.651 (k)(1)

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees' employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

LOGGING OPERATIONS 1910.266 (i)(1)

The employer shall provide training for each employee, including supervisors, at no cost to the employee.

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES

29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the Service Agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Cottage Grove to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for The City of Cottage Grove are for the sole and express use by The City of Cottage Grove and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Cottage Grove.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Cottage Grove should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

If SafeAssure fails to perform any of the provisions of this Service Agreement or so fails to administer the work as to endanger the performance of the Service Agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to the SafeAssure, cancel this agreement in partial or entirety.

As a "full-service client" all time spent consulting, answering questions, correspondence, and OSHA inspection assistance both on and off site are part of the Service Agreement services and are included (see also schedule within).

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
The City of Cottage Grove

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Chainsaw/Tree Trimming

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Contractors Safety Program

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating the MSDSOnline Database

Ergonomics/Proper Lifting

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

Fleet Safety/Defensive Driving

- review/modify or write site specific program
- documented training of all personnel

General Safety Requirements (other as required)

- review/modify or write site specific program
- documented training of all personnel

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Recordkeeping

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel
- Medical Questionnaire/Fit Tests

Trenching/Excavation

- review/modify or write site specific program
- documented training of all personnel

The “SafeAssure Advantage”

- On-Line training available for AWAIR, EAP, ERTK, ERGO/Lifting, Bloodborne, Fire Extinguishers, Forklift
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure “Client Discount Card” from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO-as required)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- “ALERT” data base
- Unlimited consulting services

Service Agreement

THIS AGREEMENT is effective this first day of June 2025 between The City of Cottage Grove, Cottage Grove, Minnesota, herein referred to as The City of Cottage Grove and SafeAssure Consultants, Inc. 7505 93rd Ave NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Cottage Grove (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of **\$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Cottage Grove will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Cottage Grove, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of Cottage Grove, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Cottage Grove, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Cottage Grove, the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions, bi-monthly Safety Committee attendance, unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Cottage Grove.

ANNUAL SERVICE AGREEMENT
MSDS ON-LINE SERVICES

\$10,113.91
(included)

TOTAL ANNUAL \$10,113.91

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Cottage Grove Date

X _____
The City of Cottage Grove Date

X  _____
President-SafeAssure 050125
Date

INVOICE

SAFEASSURE CONSULTANTS
7505 93rd Ave NE
Spicer, MN 56288-9682

melanie@safeassure.com
+1 (320) 231-3803
www.safeassure.com



Bill to
Cottage Grove
8635 Point Douglas Road
Cottage Grove, MN 55016

Ship to
Cottage Grove
8635 Point Douglas Road
Cottage Grove, MN 55016

Invoice details

Invoice no.: 3813
Terms: Due by May 31st
Invoice date: 04/30/2025
Due date: 05/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Consulting_	Safety Training	1	\$10,113.91	\$10,113.91

Total \$10,113.91

Note to customer
We appreciate your business!



City Council Action Request

7.E.

Meeting Date	5/21/2025				
Department	Public Works				
Agenda Category	Action Item				
Title	Public Works Facility Mechanics Shop Remodel-Authorize purchase of Portable Hoist				
Staff Recommendation	Authorize the purchase of the portable hoist for \$99,742.62 from Liftnow.				
Budget Implication	\$99,742.62.from Municipal Building Fund				
Attachments	<table><tr><td>1.</td><td>Memo-Authorize purchase of the Portable Hoist</td></tr><tr><td>2.</td><td>Cottage Grove - Updated Quote - Mobile Columns - Sourcewell 121223-LFT</td></tr></table>	1.	Memo-Authorize purchase of the Portable Hoist	2.	Cottage Grove - Updated Quote - Mobile Columns - Sourcewell 121223-LFT
1.	Memo-Authorize purchase of the Portable Hoist				
2.	Cottage Grove - Updated Quote - Mobile Columns - Sourcewell 121223-LFT				



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

From: Ryan Burfeind, Public Works Director
Adam Moshier, Fleet and Facilities Manager

Date: May 2, 2025

Re: Public Works Facility Mechanics Shop Remodel – Authorize purchase of Portable Hoist

Background

In the 2025 budget, City Council authorized the addition of a 5th mechanic to the shop. With the additional mechanic, staff needed more space. Also in the 2025 budget, City Council authorized \$500,000 out of the municipal building fund to remodel the mechanic shop and add a portable hoist. This memo outlines authorizing the purchase of the portable hoist for \$99,742.62.

Discussion

Staff met with the company Liftnow to discuss options for portable hoists. The addition of this portable hoist will allow a second dump truck to be lifted in the air, which the shop does not currently have the ability to do.

Pricing is through Sourcwell contract #121223-LFT. Sourcwell competitively solicits and awards contracts just as the MN state contract program works. Therefore, a second quote is not required.

City staff recommends that Council authorize the purchase of the portable hoist.

Budget

Below in Table 1 is the estimated budget for the entire shop remodel project. The 2025 Budget and CIP include \$500,000, and the Public Works Facility Mechanics Shop Remodel is estimated to be under that amount.

Table 1: Total Project Cost	
Total Remodel Construction Costs	\$298,915.15
Design Costs	\$65,000
Hoist Purchase	\$99,742.62
Garage Door Demo and Install	\$15,000
Rebate From Xcel for LED Lights	-\$3,190
Facility Assessment	\$13,500.00
Total Project Cost	\$488,967.77
Budget Amount	\$500,000

Recommendation

It is recommended the City Council authorize the purchase of the portable hoist for \$99,742.62.



Spencer Patino

Date



City Council Action Request

7.F.

Meeting Date	5/21/2025				
Department	Public Works				
Agenda Category	Action Item				
Title	U&EB Preventative Maintenance Contract with Kraft Mechanical				
Staff Recommendation	Approve the preventative maintenance agreement with Kraft Mechanical for the Utility and Engineering Building in the amount of \$6,572.50.				
Budget Implication	\$6,572.50 included in the Maintenance Repair Budget.				
Attachments	<table><tr><td>1.</td><td>Memo for Preventative Maintenance Utility and Engineering Building (002)</td></tr><tr><td>2.</td><td>Utility and Engineering Building Preventative Maintenance HVAC</td></tr></table>	1.	Memo for Preventative Maintenance Utility and Engineering Building (002)	2.	Utility and Engineering Building Preventative Maintenance HVAC
1.	Memo for Preventative Maintenance Utility and Engineering Building (002)				
2.	Utility and Engineering Building Preventative Maintenance HVAC				

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

From: Adam Moshier, Fleet and Facilities Manager

Date: 5/2/2025

RE: Utility and Engineering Building Preventative Maintenance Contract with Kraft Mechanical

Background

The Utility and Engineering building requires expertise in mechanical maintenance. Currently, there are two staff members under the building maintenance division that can take care of minor maintenance throughout the building. The City currently has Kraft perform maintenance on the equipment at other facilities throughout the City.

The City of Cottage Grove currently holds similar contracts for preventive maintenance for City Hall, Central Fire, Glacial Valley Park, Ice Arena and Hero Center with Kraft Mechanical.

Quotes

This contract would provide two yearly preventative maintenance checks for cooling systems, water pumps, air handling systems, heat pumps, heating systems, hot water entry heaters and exhaust fans. Air filters would be changed out two times per year and belts once per year.

Staff have received quotes from two different vendors to provide preventative maintenance services for the Utility and Engineering Building. The prices below are per year.

Kraft Mechanical	\$6,572.50
Total Mechanical	\$9,869.00

Staff are recommending the preventative maintenance contract be accepted with Kraft Mechanical for mechanical maintenance for the Utility and Engineering Building totaling \$6,572.50. The agreement is for one year and will be automatically renewed on the anniversary date unless a 30-day notice is given. Price will increase 5% only on the anniversary date.

Budget

In the budget for 2025, there is money budgeted for mechanical expenses. If Council were to approve the contract with Kraft for mechanical maintenance, this amount would be within the budget.

Recommendation

Approve the preventative maintenance agreement with Kraft Mechanical for the Utility and Engineering Building in the amount of \$6,572.50.

AGREEMENT FOR SERVICES
Utility and Engineering Building Preventative Maintenance HVAC

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 Kraft Contracting and Mechanical LLC, 2330 Ventura Drive Suite 100, Woodbury, MN 55125 ("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:
 1. A proposal dated February 21st, 2025 incorporated herein as Exhibit A.
 11. 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 \$6,572.50, 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 Adam Moshier 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 Mark McAlister 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: Adam Moshier

Or emailed: amoshier@cottagegrovemn.gov

If to Contractor: Kraft Mechanical
2330 Ventura Drive South
Woodbury, MN 55125

Or emailed: mmcalister@kraftcm.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: Brian Pearson

Date: 4/23/2025

Name: Brian Pearson

Its: President



*Customized
HVAC Planned Maintenance Program*

For: City of Cottage Grove



*Location:
10875 Ideal Avenue South
Cottage Grove, Minnesota 55016*

February 21st, 2025

*Presented to:
Adam Moshier
Facilities and Fleet
Maintenance Manager
(651) 458-2844*

*Presented by:
Mark McAlister
Business Development
Manager*



Planned Maintenance Program

Date: 2/21/2025

Attention: Adam Moshier

Company: City of Cottage Grove

Equipment Location: Roof/ In building

Kraft Mechanical LLC has conducted a careful analysis and survey of the mechanical systems and proposes to provide all labor and materials to perform semi-annual planned maintenance on the HVAC systems. *Two times* yearly w/ annual boiler tune ups, we will inspect the equipment to ensure proper operation and condition. A report will be furnished at each inspection's completion. Equipment information, operation and service performed will be included in this report. Problems encountered during the inspection and any recommendations deemed necessary to improve equipment efficiency and any other information deemed helpful will be included in this report.

Our services are designed to assure that the mechanical equipment will be maintained on a scheduled basis and supported by our 24-HOUR EMERGENCY SERVICE, when required.

With air conditioning and heating costs representing a major portion of a buildings annual operating cost, improperly maintained systems create a greater than needed addition to the operating costs. Kraft Mechanical LLC Planned Maintenance Program can provide the kind of planned maintenance, repair, engineering, design, installation, and energy conservation studies needed to keep the mechanical systems operating at peak efficiency.

PLANNED MAINTENANCE PROGRAM

Kraft Mechanical LLC will provide the following maintenance services for the H.V.A.C.system(s) comprised of the equipment listed herein.

Test and Inspect: Job labor and travel labor required to visually inspect and test the equipment to determine its operating condition and efficiency.

Planned Maintenance: Job labor and travel labor required to clean, align, calibrate, tighten, adjust, and lubricate. These activities are intended to extend equipment life and assure proper operating condition and efficiency.

Initials



KRAFT
CONTRACTING & MECHANICAL L.L.C.

SERVICES INCLUDED

Kraft Mechanical LLC, Planned Maintenance Program provide for the inspections and adjustments of the EQUIPMENT COVERED as necessary in our best judgement to keep the equipment operating properly, including if applicable, but not limited to:

Water Pumps

- X Lubricate motor and pump bearings
- X Clean line strainers, if isolated
- X Check pressure gauges
- X Inspect packing glands or mechanical seals
- X Check alignment

Air Handling Systems

- X Lubricate motor bearings
- X Lubricate fan bearings
- X Check and adjust drive belts, replace annually
- X Check fans and fan drive alignment
- X Check filters and note their life expectancy replace as noted
- X Check outside air intake screens and filters wash annually
- X Check for vibrations
- X Inspect piping and valves for leaks
- X Check fan coil units
- X Check drains and drip pans, clean if necessary
- X Clean coils
- X Drain water coils

Boilers

- X Check, clean and adjust boiler safety and operating controls
- X Check boiler water level
- X Check automatic valves
- X Inspect burner operation; adjust, if required
- X Clean, check and adjust burner control
- X Check convectors
- X Clean fireside tubes one per year, if needed
- X Check heating coils
- X Check, clean and adjust boiler safety and operating controls
- X Check condensate return pump

Packaged Rooftop Unit

- X Inspect filters replace as noted
- X Inspect/clean blower wheel and housing
- X Inspect belts, pulleys, and bearings
- X Lubricate motor bearings
- X Lubricate fan bearings
- X Replace belts annually
- X Inspect/clean economizers annually
- X Inspect air intake filters wash annually
- X Check volts, amps, and ohms for imbalance
- X Perform seasonal operation check
- X Clean coils annually
- X Clean condensate drain and pan annually
- X Check refrigerant oil and pressure
- X Check heat exchanger for rust, cracks, and leaks
- X Tighten electrical connections as needed

Unit Heaters

- X Check, clean and adjust safety and operating controls
- X Check gas pressure
- X Inspect burner operation; adjust, if required
- X Check fan operation lubricate as needed
- X Check heat exchanger for cracks, rust or leaks
- X Clean fireside tubes one per year, if needed
- X Check electrical connections tighten as needed
- X Check and clean ignition system

Exhaust and PRV Systems

- X Lubricate motor and shaft bearings if applicable
- X Lubricate fan bearings where applicable
- X Check and adjust drive belts replace annually
- X Check fans and fan drive alignment
- X Check electrical connections
- X Test volts and amps
- X Check and clean exhaust outlet at equipment as needed

Initials



Tag #	Make	Description
-------	------	-------------

AHU #1	DAIKIN	
--------	--------	--

MAU #1	CAPTIVEAIR	
--------	------------	--

ACU #1	DAIKIN	
--------	--------	--

CU #1	SAMSUNG	
-------	---------	--

IR HEATERS #1-12		
------------------	--	--

GUH #1-5		
----------	--	--

WATER HEATERS #1-2	LOCHINVAR	(W/ CONDENSATE NEUTRALIZER CHANGE)
--------------------	-----------	------------------------------------

BOILERS #1-2	LOCHINVAR	(W/ FALL OPERATIONS/ SPRING ANNUAL TUNE UPS)
--------------	-----------	--

INLINE FILTER CHANGE	(CUSTOMER SUPPLIED)	
----------------------	---------------------	--

WATER RETURN PUMPS #1-2		
-------------------------	--	--

ANNUAL COIL CLEANINGS		
-----------------------	--	--

EXHAUST FANS #1-14	COOK	
--------------------	------	--

Initials



AIR FILTER MAINTENANCE

Kraft Mechanical LLC will furnish and install air filters to compensate with the design conditions of your building and equipment. Filter media for the units listed will be replaced according to the schedule of maintenance. Should experience show that equipment requires frequent changes, the agreement price will be adjusted by mutual consent.

Quantity	Freq/Year	Service
Semi-annual	2X Per Year	Replacement

BELT REPLACEMENT

Kraft Mechanical LLC will furnish and install belts to compensate with the design conditions of your building and equipment. Belts for the units listed will be replaced annually on all covered equipment. Should experience show that equipment requires frequent changes, the agreement price will be adjusted by mutual consent.

Quantity	Freq/Year	Service
Annually	Annual	Replacement

Coil Cleaning

Kraft Mechanical LLC will inspect, clean or wash evaporator and condenser coils on the following equipment per the following schedule. Should experience show that the equipment may require more, or less frequent cleaning, the agreement price will be adjusted by mutual consent.

Frequency	Service
Annually	Inspect Clean/Wash

Services Excluded

The Planned Maintenance Agreement excludes the following items:

- X Emergency service calls.
- X Drain cleaning.
- X Additional services, repairs, and replacement parts beyond that specified in this agreement.
- X Refrigerant or compressor oil.
- X Overtime labor.
- X Warranty on existing equipment.

Initials



PLANNED MAINTENANCE AGREEMENT

This Planned Maintenance Agreement provides for inspections and service of the equipment specified herein **TWO (2)** times per year. Should correct measures or repairs be indicated during inspections, a report will be furnished to the authorized agent with the recommendations. Without approval of the owner or the authorized agent, work cannot be performed above the authorized limit.

We will bill Emergency service at "preferred customer" service rates.

Additional services, emergency service, parts and/or replacements, any, and all service calls requested by the purchaser will be billed in accordance with the Seller's current "preferred rates" which entails a 5% discount on parts and a discounted labor rate for performing such services. The Planned Maintenance shall be performed according to a prepared program of standardized maintenance routines applied to your equipment.

Price and Schedule of Maintenance

Price: Purchaser agrees to pay KRAFT MECHANICAL LLC a total sum of **\$6,572.50** per year, plus applicable sales tax, payable as invoiced per the schedule throughout the term of this agreement.

Terms: Net (30) thirty days. Invoices prepared on the 1st of the month in month service is scheduled.

Schedule: Two (2) Maintenance inspections of **\$3,286.25** per quarter.

Effective Date and Duration:

This agreement shall become effective immediately upon signature by the purchaser and the Seller from the date listed below and shall remain in full force and effect from such date and will be deemed automatically renewed from year to year with a 5% annual increase for labor and material cost increases.

Effective date of contract: June 1st, 2025

Initials

**Purchaser's Acceptance:**

Company Name: City of Cottage Grove
Company Address: 8635 W Pt Douglas Rd S
Cottage Grove, Minnesota 55016

Seller's Acceptance:

Kraft Mechanical LLC
2330 Ventura Drive. Suite 100
Woodbury MN, 55125

By: Adam Moshier

By: Mark McAlister

Title: Facilities & Fleet Maintenance Manager

Business Development Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

Email address for invoicing: amoshier@cottagegrovemn.gov

Note: The Terms and Conditions are a part of this Agreement.

AUTHORIZATION

Authorized agents to sign for additional work:

	NAME	TITLE
1.	_____	_____
2.	_____	_____
3.	_____	_____

Initials



Terms and Conditions

1. Unless otherwise stated in this Agreement, the services contemplated will be provided only during Kraft Mechanical, LLC normal working hours; Monday through Friday, excluding holidays.
2. Client will provide Kraft Mechanical, LLC reasonable access to the area and equipment being serviced. Kraft Mechanical, LLC is not responsible for any costs relating to the removal, replacement or resurfacing of the building necessitated for access to the equipment being services.
3. Client will permit Kraft Mechanical, LLC to operate the equipment if necessary to perform the services contemplated by this Agreement.
4. If Kraft Mechanical, LLC performs services not required by this Agreement with the authorization of the client, the client agrees to timely pay Kraft Mechanical, LLC its prevailing rated for such service upon receipt to Kraft Mechanical, LLC itemized invoice(s).
5. If the client requests emergency service, and after Kraft Mechanical, LLC inspection, Kraft Mechanical, LLC determines that there was no equipment malfunction or that the malfunction is not one covered by this Agreement, the client agrees to timely pay Kraft Mechanical, LLC its prevailing rate for that emergency service upon receipt of Kraft Mechanical, LLC invoice(s).
6. This Agreement is for a term of one (1) year commencing on the date specified and shall continue from year to year thereafter unless terminated in accordance herewith. Either part may terminate this Agreement upon written notice to the other given at least thirty (30) days prior to the anniversary date. Kraft Mechanical, LLC may adjust its price for services rendered pursuant to this Agreement on each anniversary date to reflect changes in its labor or material costs.
7. As part of this Agreement, Kraft Mechanical, LLC is not required to make safety tests, install new devices, or equipment suppliers, governmental authorities or otherwise.
8. As part of this Agreement, Kraft Mechanical, LLC is not required to repair or to replace equipment damaged by the negligence abuse or misuse by others or for any other cause beyond Kraft Mechanical, LLC control except normal wear and tear incident to the equipment's use.
9. It is a condition precedent to Kraft Mechanical, LLC obligation under this Agreement that the equipment be in satisfactory working condition. As part of its initial inspection or seasonal start up. Kraft Mechanical, LLC will provide the client with a cost estimate to repair or replace equipment not in satisfactory working condition. Should the client not authorize Kraft Mechanical, LLC to make the repairs or replace the equipment within thirty (30) days client not authorize client's receipt of the written estimate, the equipment identified in that estimate will be eliminated from coverage and the Agreement price will be adjusted.
10. The client shall pay all sales, use, occupancy, excise, or related tax due on any service or material covered by the Agreement.
11. Kraft Mechanical, LLC may eliminate from the coverage of this Agreement any equipment that is altered, modified, or changed by someone other than a Kraft Mechanical, LLC representative. The agreement price will be adjusted accordingly.
12. This Agreement only applies to the equipment or systems specifically identified herein. Kraft Mechanical, LLC is not responsible for the repair or replacement of ductwork, boiler shell and tubes, unit cabinets, boiler refractory material, electrical wiring, hydronic and pneumatic piping, structural supports, casings, or any other item not normally mechanically maintainable. Kraft Mechanical, LLC is not responsible for any delay, loss or damage caused in whole in part by the unavailability of machinery, equipment, or materials; delay of carriers, strikes, lockouts, or other labor unrest; riots, wars, or other civil unrest; acts of God, fire, theft, or malicious acts; corrosion, normal wear and tear or any cause beyond Kraft Mechanical, LLC control.
13. **UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT TORT (INCLUDING NEGLIGENCE) EQUITY OR OTHERWISE, WILL KRAFT Mechanical, LLC. BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENNANCE EXPENSES, CLAIMS OF CLIENTS' TENANTS OR CUSTOMERS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
14. **KRAFT Mechanical, LLC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE LABOR AND EQUIPMENT IT SUPPLIES HEREUNDER.**
15. If required by the Contract, Kraft Mechanical, LLC will provide commercial general liability insurance to the fullest extent of its current insurance coverage by naming _____ as an additional named insured. Kraft Mechanical, LLC does not assume any insurance obligations beyond that afforded by its current insurance policy.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota

Initials_____



City Council Action Request

7.G.

Meeting Date	5/21/2025				
Department	Administration				
Agenda Category	Action Item				
Title	Water Tower Antenna Lease Agreement - Grange Boulevard Water Tower				
Staff Recommendation	Approve the Antenna Site Lease Agreement with T-Mobile at the Grange Water Tower.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Antenna - Memo</td></tr><tr><td>2.</td><td>Antenna - Lease Agreement</td></tr></table>	1.	Antenna - Memo	2.	Antenna - Lease Agreement
1.	Antenna - Memo				
2.	Antenna - Lease Agreement				

To: Honorable Mayor Bailey and Members of the City Council

From: Kori Land, City Attorney

Date: May 21, 2025

Subject: Water Tower Antenna Lease Agreement – T-Mobile Grange Boulevard Water Tower Site

BACKGROUND

The City and T-Mobile entered into a 25-year Water Tower Lease Agreement dated April 4, 1997. Despite many attempts to enter into a new Lease Agreement before the expiration date in 2021, the Lease Agreement officially expired on December 31, 2021. T-Mobile has continued to pay rent on a quarterly basis. We have finally been able to negotiate a new Lease Agreement using our standard lease form which has updated terms, conditions and rental rates. This Lease Agreement is before you for your consideration.

Terms and Conditions:

- Term: There is a 5-year Initial Lease Term with 4 optional renewals = 25 years. (The Initial Term will be *retroactive* to 1/1/22 and if all extensions are realized, it will expire on 12/31/46)
- Rent is \$45,000, which is also retroactive to 1/1/22 and increases by 4% each year. T-Mobile will be required to pay any difference owed in rent from the retroactive date of 1/1/22 to the present. T-Mobile currently owes the City \$69,035.28.
- T-Mobile will be required to submit a renewable \$10,000 escrow for future consultant costs related to modifications to the leased space or terms of the lease.
- If T-Mobile terminates other than “for cause” there is a mandatory 150% annual rent (on top of the rent paid for that year) that is due as liquidated damages
- The City can terminate with 180 days notice if we decommission the water tower
- When there is a painting project, T-Mobile must move its equipment and relocate to a temporary tower at its own cost.

ACTION REQUESTED

Approve the Antenna Site Lease Agreement with T-Mobile at the Grange Water Tower

ANTENNA SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is approved the _____ day of _____, 2025 (the "Approval Date"), between the City of Cottage Grove, a Minnesota municipal corporation ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Parties, or their predecessors in interest, are parties to a Site Agreement dated April 4, 1997, as amended by that certain First Amendment to Site Agreement dated December 21, 1998 (collectively, the "Prior Lease Agreement"), whereby Landlord leased a portion of Landlord's property (as defined in the Prior Lease Agreement) to Tenant for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto;

WHEREAS, the Prior Lease Agreement expired on December 31, 2021, and since that time, Tenant has continued to make all required payments and has remained on Landlord's property, with Landlord's consent;

WHEREAS, the Parties desire to enter into this Lease to govern the rights of the Parties, which shall be effective retroactively to January 1, 2022 ("Effective Date"); and

WHEREAS, Tenant shall be responsible for any difference due in the payment of Rent, as defined below, between the Effective Date and the Approval Date, which payment shall be made within sixty (60) days of the Approval Date. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **LEASED PREMISES.** For purposes of operating wireless communications services, and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following premises:

(a) A portion of Landlord's Property, located at 8193 Grange Boulevard, in Cottage Grove, Washington County, Minnesota, which is legally described on **Exhibit A** attached hereto and incorporated herein ("Landlord's Property"), upon, in, under or over which the Antenna Facilities (as defined below) are attached, connected, enclosed or contained; and

(b) A portion of the Landlord's water tower ("Structure"), on which Antenna Facilities are currently attached and located; and

(c) A portion of Landlord's Property on which Tenant's equipment shelter ("Equipment Shelter") is currently located; and

(d) Non-exclusive easements required to run utility lines and cables to the Antenna Facilities; and

(e) A non-exclusive easement across Landlord's Property pursuant to an Access Easement Agreement, recorded as Document No. 1248085, as depicted on Exhibit B for ingress and egress from the right-of-way to the Equipment Shelter and the Structure so that Tenant has access to its Antenna Facilities.

All of the aforementioned items (a) – (e) are depicted on **Exhibit C**, attached hereto and incorporated herein, and shall be collectively known as the "Leased Premises."

Tenant's existing Antenna Facilities are defined as Tenant's directional antennas, receivers, connecting cables, utility lines, and Equipment Shelter and are more specifically depicted on **Exhibit C**, attached hereto and incorporated herein.

2. RENT.

(a) Initial Rent Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord annual rent in the amount of Forty-five Thousand and 00/100 (\$45,000.00) ("Rent") beginning retroactively to January 1, 2022, but then Rent shall be increased automatically and without notice on January 1, 2023 and each year thereafter on January 1st for the Initial Term and any Renewal Term, by four percent (4.0%) of the previous year's Rent.

(b) Time of Payment, Taxes. Tenant shall make quarterly Rent payments to Landlord and said quarterly Rent shall be paid before the first (1st) business day of each calendar quarter (i.e. January 1, April 1, July 1 and October 1). The Parties agree that Tenant may pay Rent by electronic funds transfer and Landlord agrees to provide to Tenant bank routing information for such purpose upon execution of this Lease. In addition to annual Rent, Tenant agrees to timely pay its pro-rata share of any taxes directly attributable to the installation of the Antenna Facilities upon the Leased Premises.

(c) Sublease. Tenant shall not be allowed to sublease space on the Leased Premises to additional telecommunication providers or to sublease the use of its conduit or coaxial access to other telecommunication providers as to allow such other telecommunication providers to use the existing Antenna Facilities. Separate lease agreements for additional ground and antenna space shall be with Landlord, not Tenant.

(d) Miscellaneous. Tenant shall pay for all costs of Landlord's inspections and installation project management costs for this project and any subsequent projects. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with drafting and reviewing this Lease and any amendments thereto and approving Tenant's application, including but not limited to all staff and administrative review time, third-party consultant fees and expenses. Tenant shall provide to Landlord an escrow payment of Ten Thousand Dollars (\$10,000) upon execution of this Lease to be used for future reimbursement by Landlord for any out-of-pocket expenses ("Escrow Payment"). Upon depletion of this Escrow Payment, the Tenant shall replenish

the Escrow Payment in Five Thousand Dollar (\$5,000) increments. All fees and invoices must be paid within sixty (60) days after Landlord sends Tenant an invoice for the same.

(e) Tenant shall pay to Landlord any Rent outstanding as of the Approval Date within sixty (60) days of the Approval Date.

3. TERM AND RENEWAL. The initial term of this Lease shall begin on January 1, 2022 , which is the Effective Date and shall end on December 31, 2026 (hereinafter referred to as the "Initial Term"). Subject to the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for four (4) additional five (5) year renewal periods (each a "Renewal Term" and collectively the "Renewal Terms") commencing on January 1, 2027 or on any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term upon the same terms and conditions, unless Tenant sends written notice of non-renewal to Landlord no later than one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Section 27 of this Lease. The final Renewal Term shall expire on December 31, 2046.

4. GOVERNMENTAL APPROVAL CONTINGENCY.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent on Tenant obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the interference and engineering studies specified in Subsections 4(b) and 4(c) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Leased Premises with respect to Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a lease, as alleviating Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning and other approvals including conditional use permits or other special approvals required by city, county, state or federal governments.

(b) Interference Study. Tenant shall only operate using frequencies in which it has received licenses from the Federal Communications Commission ("FCC") or otherwise has the legal right to use. Before obtaining a building permit for any existing or future Antenna Facilities, modifications or improvements, Tenant must pay for the reasonable cost of an interference study, carried out by an independent and qualified professional selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, showing that Tenant's intended use will not interfere with any other tenant's existing communications facilities, unless such requirement is waived by Landlord. If the study finds that there is a potential for interference that cannot be reasonably remedied, Landlord may deny the building permit.

(c) Structural Engineering Certification. Before obtaining a building permit, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer selected by Landlord, showing that the Structure is able to support the proposed Antenna Facilities, modifications or improvements without materially adversely affecting Landlord's use of the

Structure or the use of the Structure by any other tenant. If the study finds that the Structure is inadequate to support the proposed Antenna Facilities, modifications or improvements or materially adversely effects Landlord's use of the Structure or use of the Structure by any other tenant, Landlord may deny the building permit.

(d) Non-Approval. In the event that any application necessary under Subsection 4(a) above is rejected or any certificate, permit, license or approval issued to Tenant is canceled, denied, expires, lapses or is otherwise withdrawn or terminated by government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference or engineering study, whether conducted pursuant to Subsections 4(b) and 4(c) above or otherwise, should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Lease and no further Rent shall be due following the termination date. Tenant shall provide ninety (90) days written notice to Landlord of Tenant's intent to exercise its right to terminate pursuant to this Subsection, and such notice shall be provided in accordance with Section 27, Notices, of this Lease. Except as otherwise stated in this Lease, upon such termination, this Lease shall become null and void and the Parties shall have no further obligation to each other.

5. TENANT'S USE.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

- i. Landlord;
- ii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of Landlord;
- iii. Other governmental agencies where use is not related to public safety; and
- iv. Tenant and other government-regulated entities whose antenna offer a service to the general public for a fee in a manner similar to public utility, such as long distance and cellular telephone, not including radio or television broadcasters and pre-existing tenants.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities, and uses incidental thereto for providing communications services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow Landlord's Property, except the Leased Premises, to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Landlord's Property, except as set forth in Subsection 5(a) herein. Tenant's installation, maintenance and operation of the Antenna Facilities shall at all times comply

with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies. Tenant shall have exclusive use of the Leased Premises.

(c) Modifications, Replacements or Other Improvements of Antenna Facilities. Tenant agrees that it will install only antennas that Tenant knows will not interfere with existing antennas or with antennas with higher priority. If Tenant seeks to modify, replace or improve the Antenna Facilities, then Tenant must obtain a building permit from Landlord and comply with Subsections 4(b) and 4(c) requiring an interference study and engineering study, unless such requirement is waived by Landlord. A modification, replacement or improvement that, in the aggregate, expands the size of the Antenna Facilities depicted on **Exhibit C** as of the Effective Date or as **Exhibit C** may be subsequently amended, shall increase the Rent by a proportionate amount, as determined by Landlord and agreed to by Tenant. An amendment to this Lease may also be required. Tenant shall reimburse Landlord for all costs associated with amending this Lease due to Tenant's modification, replacement or other improvements.

(d) Pre-Construction Plans. Prior to the initial construction, and for any and all modifications, replacements or improvements to the Antenna Facilities proposed after the Effective Date, Tenant shall provide Landlord and Landlord's engineering consultant with construction plans in an electronic file format that is compatible with Landlord's record management system and two (2) sets of drawings of the improvements proposed for the Leased Premises consisting of the following:

- i. Line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
- ii. Specifications for all planned installations;
- iii. Diagrams of proposed Antenna Facilities;
- iv. A complete and detailed inventory of all equipment and personal property of Tenant proposed to be placed on the Leased Premises;
- v. Results of the interference study required by Subsection 4(b); and
- vi. Results of the engineering study required by Subsection 4(c).

(collectively referred to as "Construction Plans") Landlord shall have thirty (30) business days to review the Construction Plans, and Landlord's approval of the Construction Plans shall not be unreasonably withheld, conditioned or delayed; provided, however, Landlord may condition acceptance on an increase in Rent related to plans that expand or alter the Antenna Facilities, as provided in Section 5(c). If Landlord fails to either approve the Construction Plans or provide written request for changes of said Construction Plans to Tenant within the thirty (30) day period,

the Construction Plans will be deemed approved by Landlord. Tenant shall be solely responsible for all costs associated with said review and approval of Construction Plans.

(e) Post-Construction As-Built Drawings. Within thirty (30) days after Tenant modifies the Antenna Facilities, Tenant shall provide Landlord with as-built drawings in electronic file format compatible to the Landlord's record management system to replace **Exhibit C** that consist of as-built drawings of the Antenna Facilities and the improvements actually installed on Landlord's Property and the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed site survey of the Property, inventory of all equipment, personal property and the modified Antenna Facilities. Landlord retains the right to survey the installed equipment.

(f) Contractor Approval. Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Structure must be pre-approved by Landlord prior to the pre-construction meeting. Contractor information to include at the minimum:

- i. Name and contact information;
- ii. Experience (with water storage tank installations); and
- iii. OSHA violations within the previous three (3) years.

Landlord retains sole discretion and reserves the right to reject any and all contractors Tenant may choose for the installation work as determined to be in the best interests of Landlord and to waive any informalities.

(g) Inspection. Consulting engineering inspection will be provided beginning with the pre-construction conference and continuing through installation, construction, punch-list and verification of as-builts at project completion as determined solely by Landlord, at Tenant's expense. Landlord will not arbitrarily require more inspections than are reasonably necessary to ensure the continued delivery of service and security of Landlord's Property and the Structure. Tenant shall pay for all costs of Landlord's inspections and installation project management costs pursuant to Subsection 2(d). Notwithstanding anything to the contrary, prior to energizing any future modifications to the Antenna Facilities, all punch-list items related to installation must be substantially complete (the exception may be weather-related finish painting, etc., as determined by Landlord).

(h) Tenant's Operation and On-Going Maintenance. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises, as depicted on **Exhibit C**, in accordance with good engineering practices and all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord. Any damage done by Tenant, its employees or agents to the Leased Premises or any other portion of Landlord's Property including the Structure during installation or

during operations, shall be repaired by Tenant, at Tenant's expense, within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of Tenant, unless otherwise provided in the Lease. Tenant's Antenna Facilities shall be maintained in a good state of repair, at least equal to the standard of maintenance of Landlord's facilities on or adjacent to the Leased Premises. If the Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure. Landlord reserves the right to require or waive this requirement as it pertains to feed line, jumpers, brackets, connectors and other ancillary equipment on a case-by-case basis, depending on the installation configuration.

(i) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises and owned by Tenant in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding Landlord's Property by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the water storage facilities or anything to be placed thereon by Landlord.

(j) Access. Tenant, at all times during this Lease, shall have exclusive access to the Antenna Facilities located on the Leased Premises in order to install, operate, repair and maintain the Antenna Facilities. Tenant shall request access to the Structure by telephone or email twenty-four (24) hours in advance, except in an emergency, and Landlord approval thereof shall not be unreasonably withheld, conditioned or delayed. Access to the Antenna Facilities on the Structure shall be with prior telephonic or email notice; Tenant's employees or contractors must provide identification; and such access must occur in the presence of a Landlord designated employee. Both Landlord and Tenant shall maintain a written record of all site visits, including the name of all personnel. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever expense, including employees' wages that Landlord may incur in providing such access to Tenant.

(k) Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.

6. EMERGENCY FACILITIES. In the event of a natural or manmade disaster, in order to protect the health, welfare and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days, unless Tenant obtains written approval from Landlord.

7. LANDLORD'S MAINTENANCE, IMPROVEMENT EXPENSES. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense. Upon written notice from Landlord, Tenant shall promptly pay to Landlord expenses

incurred in maintaining the Leased Premises directly caused by Tenant's occupancy of the Leased Premises.

8. ADDITIONAL BUILDINGS. Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Landlord may permit said buildings to be placed immediately adjacent to the Equipment Shelter. Said attachments will be made at no cost to Landlord or Tenant, will not compromise the structural integrity of the Equipment Shelter, and will not unreasonably interfere with the operation and maintenance of the Antenna Facilities.

9. RELOCATING DURING RECONDITIONING, PAINTING AND REPAIRS. In the event that Landlord elects to recondition, paint or otherwise undertake maintenance of the Structure or Landlord's Property or the Leased Premises requiring the temporary relocation or removal of the Antenna Facilities, Tenant shall remove the Antenna Facilities at Tenant's cost, to allow such maintenance, repair, repainting, restoration or other activity as required by Landlord. Except in the case of an emergency, Landlord shall give Tenant at least one hundred and eighty (180) days' written notice prior to initiating such maintenance. In case of emergency, Landlord may remove Tenant's Antenna Facilities but shall notify Tenant by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to Landlord's Property or the Structure. In the event the use of the Antenna Facilities is interrupted, Tenant shall have the right to maintain mobile cellular equipment on Landlord's Property. Tenants will have priority based on the date of their leases (with the existing leases having highest priority) if space is limited. If Landlord's Property will not accommodate mobile equipment, it is Tenant's responsibility to locate auxiliary sites at its sole cost and expense. After receiving notice, Tenant must relocate or remove Antenna Facilities at its sole cost and expense. If Tenant fails to remove Antenna Facilities within the timeframe stated in the notice, Landlord may remove Antenna Facilities and store the Antenna Facilities accordingly. Tenant shall be required to reimburse Landlord for any reasonable additional expenses incurred by Landlord for removing and storing the Antenna Facilities. Landlord shall provide an itemized statement of additional costs incurred by Landlord. Tenant shall be responsible for reinstalling the Antenna Facilities following completion of the work, at its sole cost and expense.

10. DEFENSES AND INDEMNIFICATION.

(a) General. Landlord and Tenant each indemnify the other and hold harmless the other and their elected officials, officers, employees, agents and representatives, from and against any and all costs (including reasonable attorneys' fees and expenses) and claims, losses, actions, demands, damages, obligations, liabilities and liens which arise out of (i) the breach of the Lease by the indemnifying Party; and (ii) the use and/or occupancy of the Landlord's Property, except for any claims, losses, actions, demands, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified Party. Tenant shall defend Landlord from all claims arising out of the installation, operation, use, maintenance, repair, removal or presence of the Antenna Facilities, equipment and related facilities on the Leased Premises. The obligations in this Subsection 10(a) shall survive termination of this Lease.

(b) Hazardous Materials. Without limiting the scope of Subsection 10(a) above, Tenant shall be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees, harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety laws or regulations including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises; Tenant shall provide initial and annual updates of Safety Data Sheets (SDS) on all Hazardous Materials that are part of, or necessary to, the operation of the Antenna Facilities and maintenance thereof. Tenant warrants that no hazardous material supplies used in routine maintenance or repair will be stored on the Leased Premises. The obligations of this Subsection 10(c) shall survive the expiration or other termination of this Lease.

(d) Landlord's Warranty: Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

11. INSURANCE.

(a) Workers' Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000) bodily injury by disease, policy limit, and not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, each employee.

(b) General Liability. Tenant must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Leased Premises and Antenna Facilities. Tenant must maintain aforementioned Commercial General Liability Coverage with limits of Liability of \$1,500,000 each occurrence and; \$3,000,000 general aggregate, including \$3,000,000 products and completed operations aggregate and personal and advertising injury. These limits

may be satisfied by the Commercial General Liability Coverage or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial General Liability Coverage.

(c) Automobile Liability. Tenant must carry Commercial Automobile Liability coverage in an amount of \$1,500,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial Automobile Liability Coverage.

(d) Tenant Property Insurance. Tenant must keep in force for the duration of the Lease a policy covering damages to its Antenna Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law.

(e) Adjustment of Insurance Coverage Limits. Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and any Renewal Term.

(f) Additional Insured - Certificate of Insurance. Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company with a minimum AM Best Rating of A- according to the latest Best edition, licensed, authorized or permitted to do business in the state of Minnesota, which evidences all coverages required in this Section 11. Tenant will include Landlord as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies, but only to the extent allowed in Section 10, Defense and Indemnification, of this Lease. The Certificate(s) shall also provide the coverage may not be canceled without thirty (30) days prior written notice to Landlord.

12. REIMBURSEMENT OF EXPENSES BY TENANT. If Tenant fails to reimburse Landlord for its expenses within sixty (60) days after receipt of an invoice from Landlord or such other timeframe as specified in this Lease, or if Tenant fails to provide information required by this Lease within thirty (30) days after written notice from Landlord, Tenant shall be deemed to be in default under this Lease and subject to lease termination as provided in Paragraph 13(a)(i). In addition to being in default hereunder, Tenant shall pay a penalty to Landlord in the amount of one (1) month's Rent for each month that Tenant fails to pay the invoice submitted by Landlord and/or provide the documents required as the case may be. The terms of this Section shall survive the termination or expiration of this Lease.

13. LEASE TERMINATION.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either Party upon sixty (60) days written notice to the other Party, provided in accordance with Section 27, Notices, of this Lease, as follows:

- i. By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provision hereof); or
- ii. By Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities; or
- iii. By Tenant for cause if the Leased Premises become unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons, including, without limitation, shadowing or interference under the Antenna Facilities; or
- iv. By Landlord, upon one hundred eighty (180) days written notice if its Council decides, for any reason, to redevelop Landlord's Property in a manner inconsistent with continued use of the Leased Premises by Tenant, discontinue use of the Structure for water tower purposes and/or sell the Property; or
- v. By Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source or factors relating to condition of the Leased Premises; or
- vi. By Landlord, upon nine (9) months' written notice, if an engineering study reasonably determines that a potential user with a higher priority under Subsection 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, and that interference cannot be reasonably abated. If Landlord seeks to terminate this Lease pursuant to this Subparagraph 13(a)(vi) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this Subparagraph 13(a)(vi) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this Subparagraph 13(a)(vi) Landlord shall make all reasonable efforts to arrange placement of the priority user in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Lease pursuant to this Subparagraph 13(a)(vi), and Landlord shall use its best efforts to relocate Tenant, at Landlord's expense, to a

Landlord-owned or leased location within the municipal boundaries of Cottage Grove, Minnesota; or

- vii. By Landlord, if it determines that Tenant has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted thereunder after a thirty (30) day cure period.

(b) Notice of Termination. The Parties shall give notice of termination in writing in accordance with Section 27, Notices. Except as set forth herein, all Rent paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Tenant's Liability for Early Termination. If Tenant terminates this Lease other than for cause or of right as provided in this Lease, in addition to Rent paid under this Lease, Tenant shall also pay to Landlord as liquidated damages for early termination, 150% of the annual Rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Section 3 and Tenant has paid the annual rental for that year.

(c) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately remove the Antenna Facilities from the Leased Premises, repair the Leased Premises and restore the surface of the Structure. Should this situation occur during the winter season, the restoration shall commence at the start of weather permissible to the quality of workmanship required by Landlord. Such time period shall be agreeable to Landlord and Tenant. In the event that the Antenna Facilities are not removed to the reasonable satisfaction of Landlord within the agreed upon time period and upon thirty (30) days prior written notice, they shall be deemed abandoned and become the property of Landlord, and Tenant shall have no further rights thereto.

This provision shall survive the termination of this Lease.

14. DAMAGE OR DESTRUCTION. Any damage done to the Leased Premises or any other portion of Landlord's Property including the Structure during installation or operations shall be repaired at Tenant's expense within thirty (30) days after written notification of damage and to Landlord's reasonable satisfaction. If the Leased Premises are destroyed or damaged, without the contributory fault of Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon sixty (60) days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

15. LIMITATION OF LANDLORD'S LIABILITY. If Landlord terminates this Lease other than for cause as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant, or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in Tenant's network including, without limitation, equipment removal, relocation or repair, and all cost

associated with the identification of a new site for Tenant's replacement communications facility, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including the Tenant's own communications equipment, and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damage to Tenant.

16. TEMPORARY INTERRUPTIONS OF SERVICE. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior written notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of the Antenna Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of a termination fee. Further, Tenant shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of service discontinuance.

17. TENANT INTERFERENCE.

(a) With Structure. In the performance of its approved use of the Antenna Facilities, Tenant shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord, so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions that unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without payment of a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid Rent covering the period subsequent to the date of interference from Landlord.

(b) With Higher Priority Users. If the Antenna Facilities cause impermissible interference with higher priority users as set forth under Subsection 5(a) or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within forty-eight (48) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating the Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the

interference has been eliminated. If the interference cannot be eliminated within sixty (60) days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

(c) Interference Study for New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in close proximity to the Leased Premises ("Leased Premises Area"), Tenant shall provide to Landlord within sixty (60) days of written request the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference by New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of the Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with the Antenna Facilities. Landlord agrees that it will require any subsequent tenants of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of Tenant cause by such subsequent occupants if such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

18. NOISE. All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord when deemed necessary. Testing and maintenance activities that generate audible noise shall occur between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., weekdays (Monday through Friday, non-holiday), excluding emergency repairs, unless allowed at other times by Landlord. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by Landlord.

19. INSTALLATION OF A GENERATOR. Tenant shall not install or replace any generator on Landlord's Property or the Leased Premises without Landlord's prior written approval. Notwithstanding the foregoing, Tenant shall be permitted to place an emergency generator within its Leased Premises for a period up to seven (7) days in the event of a power failure to the Antenna Facilities. In the event that Landlord grants approval for the placement of a generator on Landlord's Property, or Tenant is permitted to place a generator within its Leased Premises due to an emergency power failure, Tenant agrees to maintain or repair any such generator within the Landlord's Property or Leased Premises. Tenant further agrees that Landlord may limit the noise

level at Landlord's Property that may prohibit the use of the generator and that the installation of any generator must fall within the noise level limits set by Landlord. In the event that Tenant exceeds the noise level set forth by Landlord, Tenant shall take all such steps requested by Landlord to reduce the sound levels to the level approved by Landlord, including, but not limited to, installing additional mufflers, or any other requirements that may be requested by Landlord, including but not limited to ceasing all operations of the generator. All sound reduction measures requested by Landlord shall be performed at Tenant's sole cost and expense. If Tenant fails to immediately comply with Landlord's proposed sound reduction measures, Tenant shall be deemed in default hereunder and Landlord may take any and all measures to stop the use of the generator. Tenant shall further repair any and all damage caused by the use of the generator upon Landlord's Property. All expenses incurred by Landlord hereunder, including attorneys' fees, shall be paid by Tenant to Landlord upon written demand.

20. ASSIGNMENT. This Lease, or rights thereunder, may not be sold, assigned or transferred at any time by Tenant, except to Tenant's Affiliates, as defined below which do not require Landlord's consent, without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this Section, an "Affiliate" shall mean and include an entity (i) that controls, is controlled by or under common control with Tenant, (ii) an entity that is authorized pursuant to an FCC license to operate a wireless communications business, (iii) is the successor or surviving entity resulting from a merger or other plan of reorganization with Tenant, (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located and/or (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment used by Tenant in connection with the provision of wireless telecommunication services. Landlord shall be provided written notice of any assignment or transfer to Tenant's Affiliates at least 60 days prior to the effective date of the assignment or transfer, including contact information for Notices in Section 27.

21. CONDEMNATION. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either Party shall have the right to terminate this Lease as of the said date of title transfer, by giving sixty (60) days written notice to the other Party. In the event of taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, where awarded as compensation for diminution value in of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities and leasehold improvements.

22. DISPUTES. Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following written notice of the dispute shall be submitted first and promptly to mediation. Each Party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either Party may file a claim in Washington County District Court.

23. ENFORCEMENT AND ATTORNEYS' FEES. In the event that either Party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.

24. AUTHORITY. Each of the individuals executing this Lease on behalf of Tenant or Landlord represents to the other Party that such individual is authorized to do so by requisite action of the Party to this Lease.

25. BINDING EFFECT. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties.

26. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Minnesota, construed as having been delivered in the State of Minnesota and the Parties expressly agree that venue shall be in the State of Minnesota only, and in addition, Tenant hereby consents to the jurisdiction of the courts of the State of Minnesota, County of Washington.

27. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to Tenant: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / A1Q0045A

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

With a copy to: LeVander, Gillen & Miller, P.A.
Attn: Cottage Grove City Attorney
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

28. ENTIRE AGREEMENT. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties and will supersede all offers, negotiations and

other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties. The exhibits hereto are incorporated into this Lease by reference.

29. SEVERABILITY. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect as though the unenforceable provision were not contained herein.

30. MEMORANDUM. Upon request by either Party, the Parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both Parties, which may be recorded by the Party requesting the Memorandum of Lease.

31. COUNTERPARTS. This Lease may be signed in counterpart by the Parties, each of which shall be deemed an original, but all of which when taken together, shall constitute a single instrument.

32. COOPERATION. The Parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Lease, to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by either Party to effectuate the transaction contemplated by this Lease. The Parties further agree that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the Parties to execute or re-execute any documents that either Party reasonably deems necessary and desirable to carry out the intent to this Lease.

[The reminder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

LANDLORD

City of Cottage Grove,
a Minnesota municipal corporation

By: _____
Myron A. Bailey
Its: Mayor

By: _____
Tamara Anderson
Its: City Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____day of _____, _____, by Myron A. Bailey, the Mayor of Cottage Grove, and Tamara Anderson, City Clerk, respectively on behalf of the City of Cottage Grove, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

TENANT:

T-MOBILE CENTRAL LLC,
a Delaware limited liability company

By 
Name Elisabeth Bayer
Its Sr. Manager, Procurement



STATE OF Washington)
COUNTY OF Spokane) ss.

On this 7th day of May, 2025, before me a Notary Public within and for said County, personally appeared Elisabeth Bayer to me personally known, who being by me duly sworn, did say that he/she is the Sr. Manager, Procurement of T-Mobile Central, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



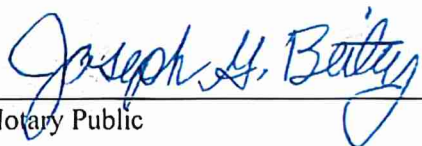

Notary Public

EXHIBIT A

Legal Description of Property

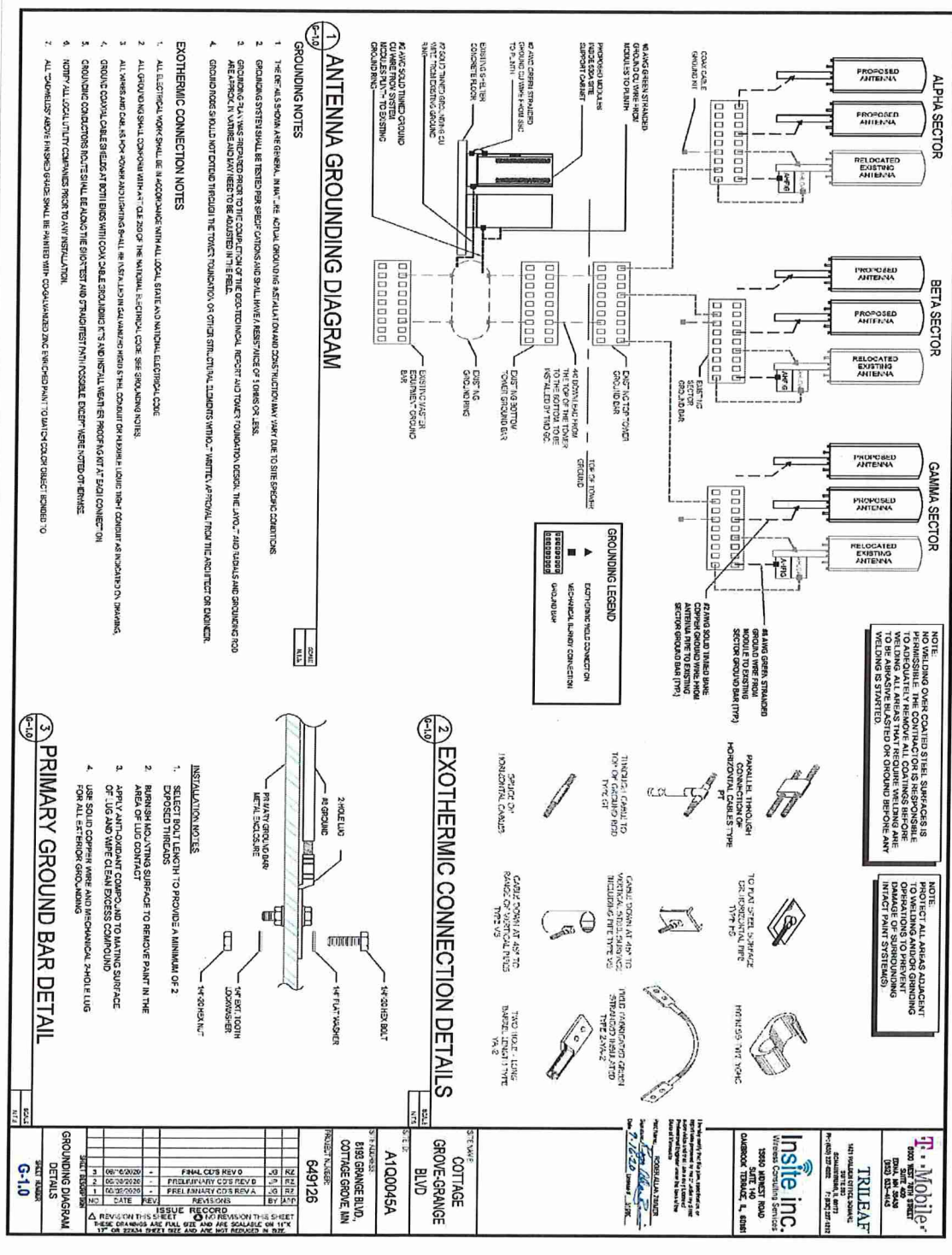
Real property located in Washington County, Minnesota and more particularly described as follows:

Lot 5, Block 1, PHS Cottage Grove Inc 3rd Addition

PID 18.027.21.14.0096

EXHIBIT B

Site Layout and Antenna Facilities





City Council Action Request

7.H.

Meeting Date 5/21/2025

Department Engineering

Agenda Category Action Item

Title 2025 Sewer Lining - Approve Plans and Specifications and Authorize Bidding

Staff Recommendation Adopt Resolution 2025-076 approving the plans and specifications and authorizing bidding for the 2025 Sewer Lining Project.

Budget Implication \$800,000 - Sanitary Sewer Utility Funds

Attachments

1.	1-Trunk Sewer Lining Approve P&S Memo
2.	2-Trunk Sewer Lining Approve P&S Establish Bid Date Resolution
3.	3-2025 Sewer Lining Plans



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: May 14, 2025

Re: 2025 Sewer Lining – Approve Plans & Specifications and Authorizing Bidding

Background

On December 4, 2024, the City Council approved the 2025-2029 Capital Improvement Plan. The plan includes annual lining of sewer mains and in 2024 and 2025, additional funding was set aside for lining a trunk sanitary sewer main that flows under Hwy 10/61.

Discussion

The trunk sewer line proposed to be lined is a 24" reinforced concrete pipe that's been underground since the mid 1960's. The line serves the Central and East Draw sewer districts which make up approximately 30% of the developed area of the City. The sewershed for this pipe is fully developed so additional flow to the pipe in the future is not anticipated. There are currently no indications of pipe failure within this line but due to its critical nature, a lining project is proposed to extend the life of this pipe an anticipated 30-40 additional years.

Today's sewer mains are typically constructed of PVC. PVC is less susceptible to damage from tree roots and cracking. Concrete pipe naturally contains voids where sewage could seep in and initiate corrosion. The existing pipe is located largely within MnDOT right of way and flows quite full, making investigation of the pipe condition nearly impossible.

The City considered televising this pipe to review its condition prior to a lining project however the flow through the pipe would need to be bypassed during this process and setting up the bypass is anticipated to be approximately 30% of the entire project cost, and would need to be done again at the time of lining. The bypass route will flow through pipes that are trenched through driveways and roads, pipes that are laying on the ground, and a long section of pipe that will be directionally drilled within the MnDOT right of way. The bypassed sewage will be discharged directly to the Met Council sewer line during the lining project.

Because the sewer bypass plan is so complex, once it is in place and the bypass is flowing, the concrete sewer main will be both televised and lined.

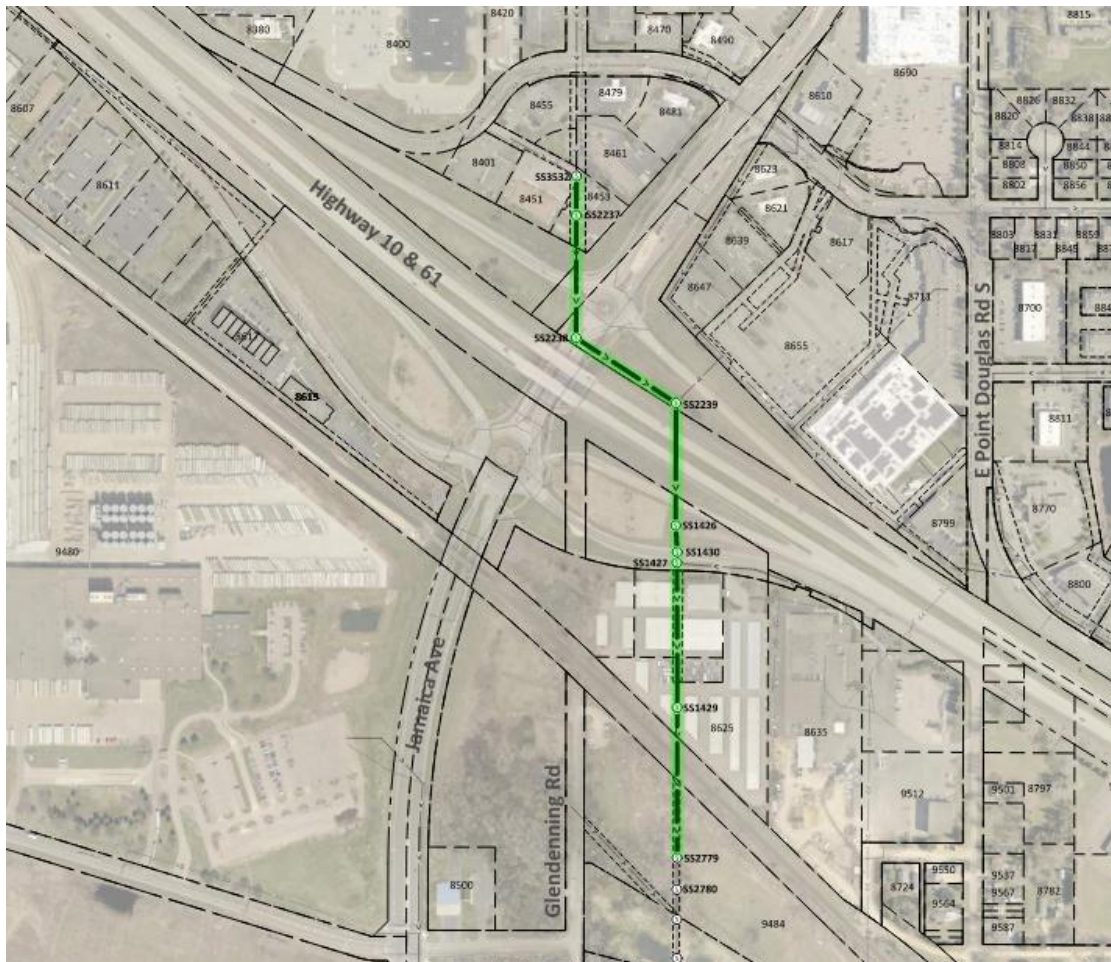


Figure 1: 2025 Sewer Lining

The pipe highlighted in green in Figure 1 is proposed for lining with this project. Additional upstream segments of this pipe are proposed to be lined in the future under a separate project.

Plans and Specifications: Plans and specifications have been prepared in accordance with City standards and specifications. The engineer's estimate for the construction of the improvements included in the base bid is \$800,000.

Bidding: City staff recommends that the Council authorize bidding of the project. A bid date will be set by staff.

Recommendation

It is recommended the City Council adopt Resolution 2025-076 approving the plans and specifications and authorizing bidding for the 2025 Sewer Lining Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-076

**RESOLUTION APPROVING THE PLANS AND
SPECIFICATIONS AND AUTHORIZING BIDDING FOR THE
2025 SEWER LINING PROJECT**

WHEREAS, plans and specifications have been prepared in accordance with the City Standards and Specifications for the 2025 Sewer Lining Project; and

WHEREAS, a bid date will be set by City staff; and

WHEREAS, the City Engineer has presented such plans and specifications to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and authorizes bidding for the 2025 Sewer Lining Project.

Passed this 21st day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

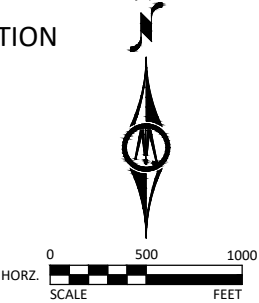
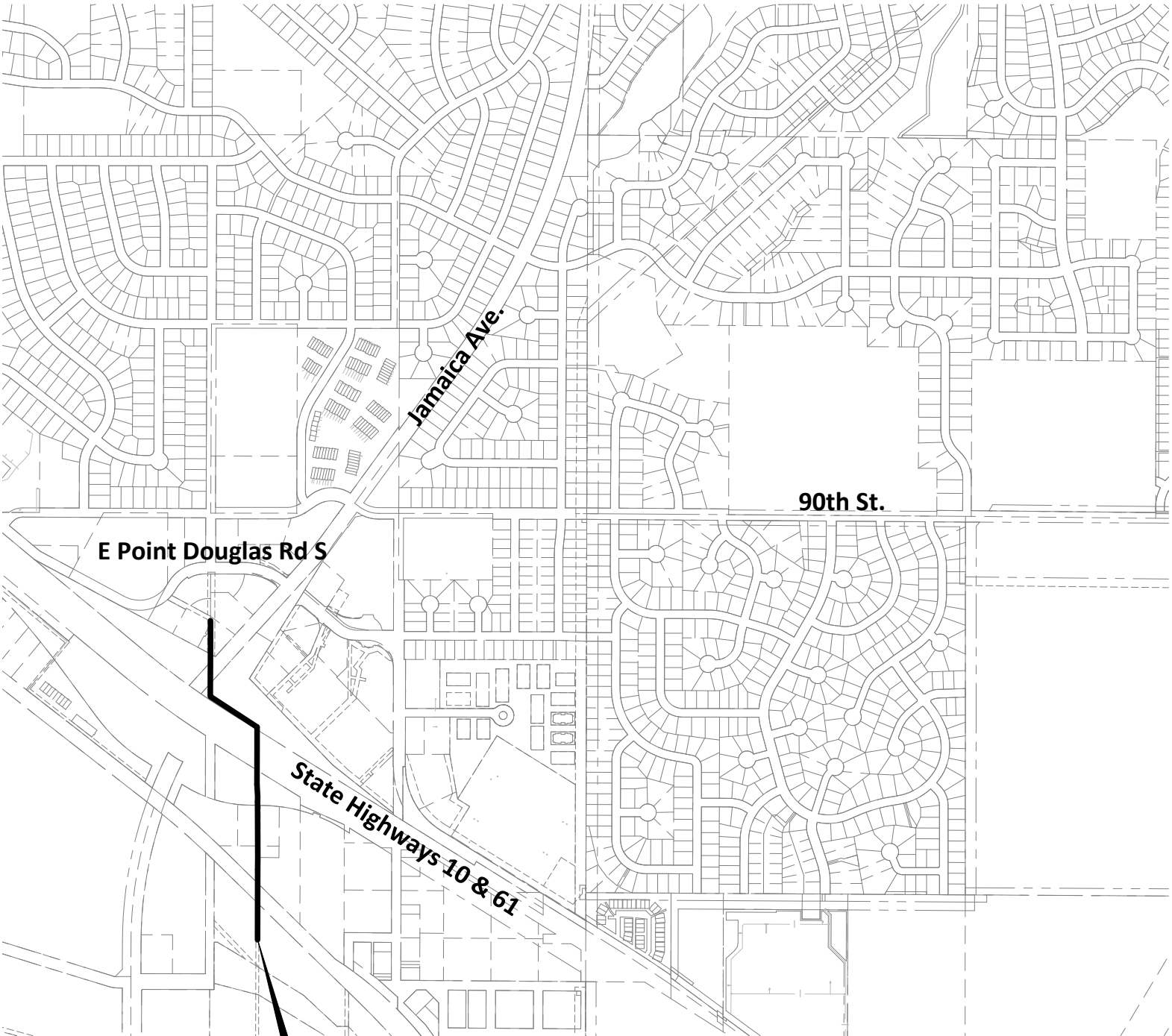


2025 SEWER LINING Phase 1

SHEET INDEX

SHEET NO.	DESCRIPTION
G0.01	TITLE SHEET
G0.02	LEGEND
G1.01	STATEMENT OF ESTIMATED QUANTITIES
C1.01	DETAILS
C4.01 - C4.03	SEWER LINING PLAN
C4.04 - C4.09	BYPASS PLAN
THIS SET OF PLANS CONTAINS <u>13</u> SHEETS	

MYRON BAILEY	MAYOR
DAVID THIEDE	COUNCIL MEMBER
MONIQUE GARZA	COUNCIL MEMBER
JUSTIN OLSEN	COUNCIL MEMBER
DAVID CLAUSEN	COUNCIL MEMBER
JENNIFER LEVITT	CITY ADMINISTRATOR
RYAN BURFEIND	DIRECTOR OF PUBLIC WORKS
KORINE LAND	ATTORNEY



- PROJECT CONTROL NOTES:
- ALL COORDINATES ARE WASHINGTON COUNTY COORDINATE SYSTEM
 - HORIZONTAL COORDINATES ARE BASED ON GEODETIC POSITION
NAD83, 1986 ADJUSTMENT
 - VERTICAL ELEVATIONS ARE BASED ON MNDOT NAVD 88

MAP OF THE
CITY OF COTTAGE GROVE
WASHINGTON COUNTY, MN

© Bolton & Menk, Inc. 2025. All Rights Reserved. 11/01/24 12:41:58 PM C:\Users\jgall\OneDrive\Documents\2025\2025 Sewer Lining\2025 Sewer Lining Title Sheet.dwg 5/13/2025 2:34:06 PM

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.

Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
TITLE SHEET

SHEET
G0.01

© Bolton & Menk, Inc. 2025. All Rights Reserved.
A:\COT1\24X135821\000\CADD\CDN\135821\G002.dwg 5/13/2025 2:34:17 PM

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	ELECTRIC CAR CHARGE STATION		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	RECLAIMED WATER

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

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.

LOGAN K SCHOTTROFF

LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
ANO			
DRAWN			
NEP			
CHECKED			
LKS/MRF			
CLIENT PROJ. NO.			
24X.135821.000			

COTTAGE GROVE, MINNESOTA

2025 SEWER LINING PHASE 1

LEGEND

SHEET

G0.02

ITEM NO.	ITEM	NOTE	QUANTITY	UNIT
1	Mobilization		1	LS
2	Traffic Control		1	LS
3	Bypass Pumping (Includes Restoration)		1	LS
4	Clean and Televis 24" Sewer for CIPP		2405	LF
5	24" CIPP Lining		2405	LF
6	Trimming Protruding Taps - CIPP		1	EA
7	Internally Reinstate Lateral Service Connection - CIPP		1	EA
8	Patch Structure		2	EA
9	Adjust Manhole with New HDPE Rings		1	EA

© Bolton & Menk, Inc. 2025. All Rights Reserved
A:\0011242113581.0001\CAD\CDN135821.0002.dwg 5/13/2025 2:34:17 PM

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.


LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



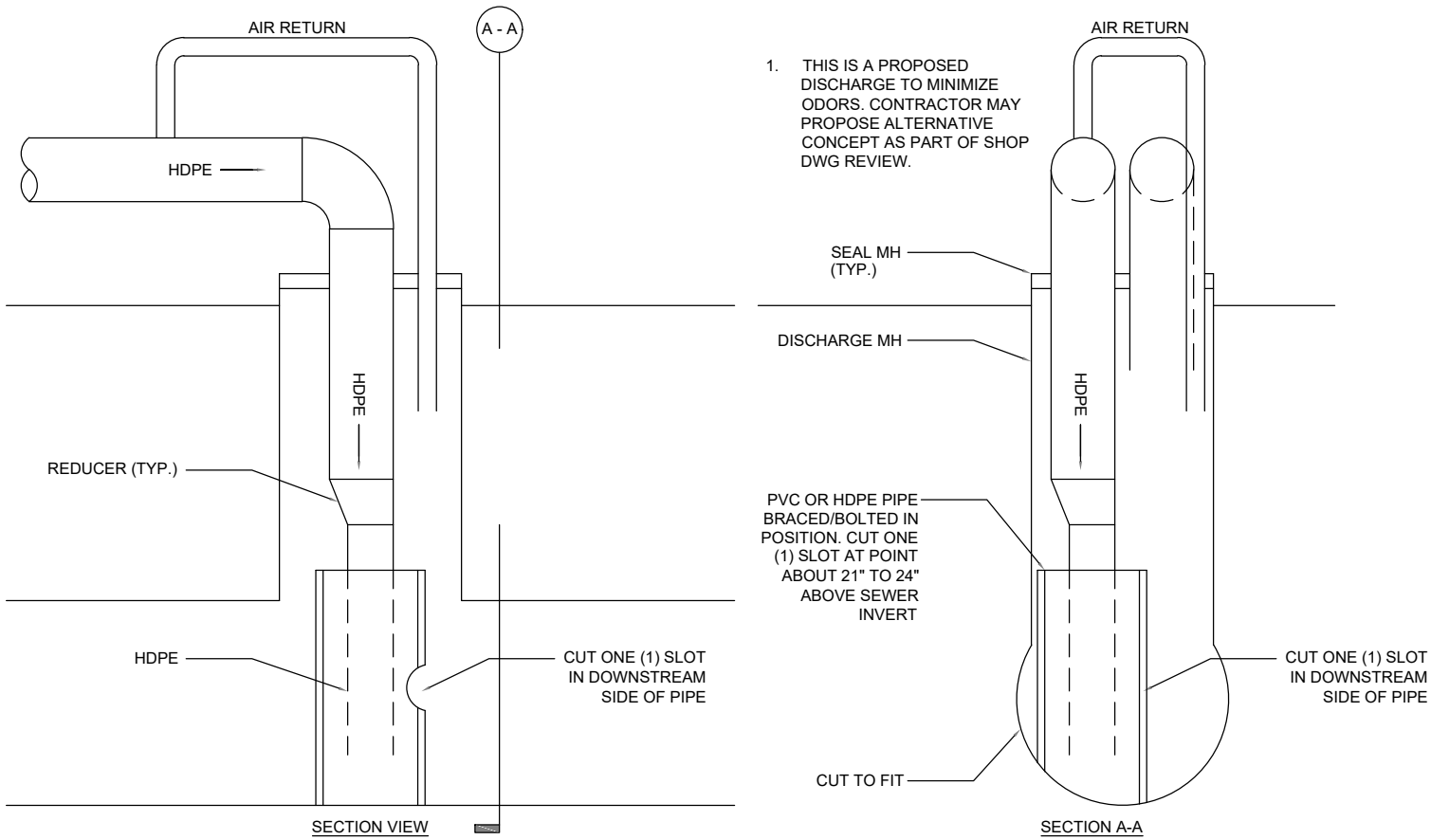
**BOLTON
& MENK**

3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

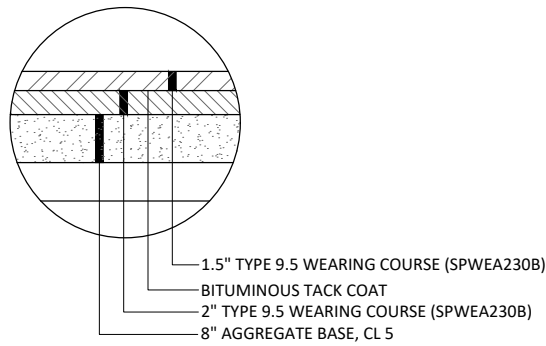


DESIGNED	NO.	ISSUED FOR	DATE
ANO			
DRAWN			
NEP			
CHECKED			
LKS/MRF			
CLIENT PROJ. NO.			
24X.135821.000			

COTTAGE GROVE, MINNESOTA	SHEET G1.01
2025 SEWER LINING PHASE 1	
STATEMENT OF ESTIMATED QUANTITIES	



1
C1.01
TEMPORARY CONVEYANCE DISCHARGE CONCEPT
NO SCALE



2
C1.01
BITUMINOUS PATCH
NOT TO SCALE

© Bolton & Menk, Inc. 2025. All Rights Reserved
A:\CUT1\24X135821.000\CAD\CUT135821.G002.dwg 5/13/2025 2:34:22 PM

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.

Logan K Schottroff

LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
ANO			
DRAWN			
NEP			
CHECKED			
LKS/MRF			
CLIENT PROJ. NO.			
24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1

DETAILS

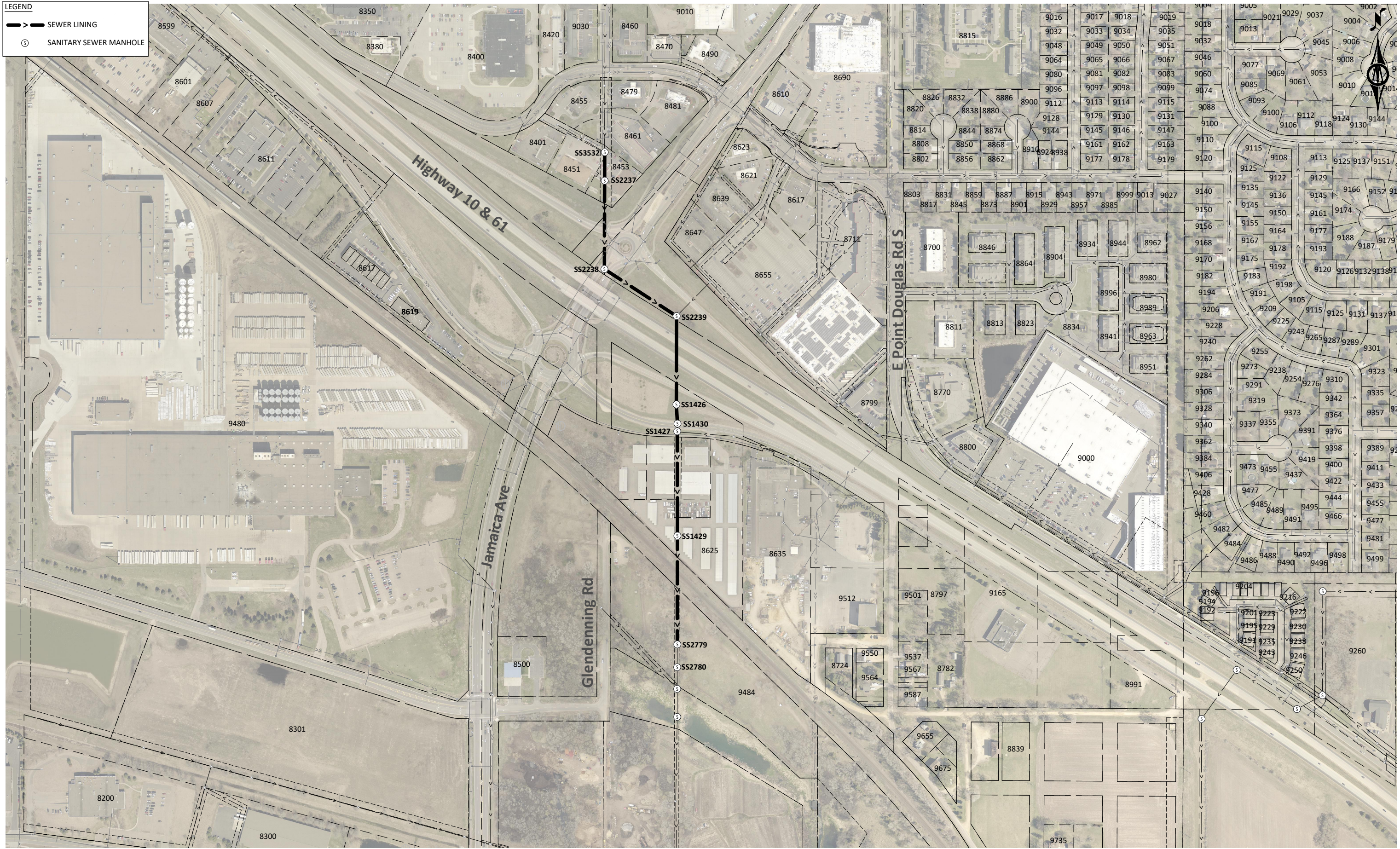
SHEET

C1.01

LEGEND

SEWER LINING

SANITARY SEWER MANHOLE



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.

LOGAN K SCHOTTROFF

UIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA

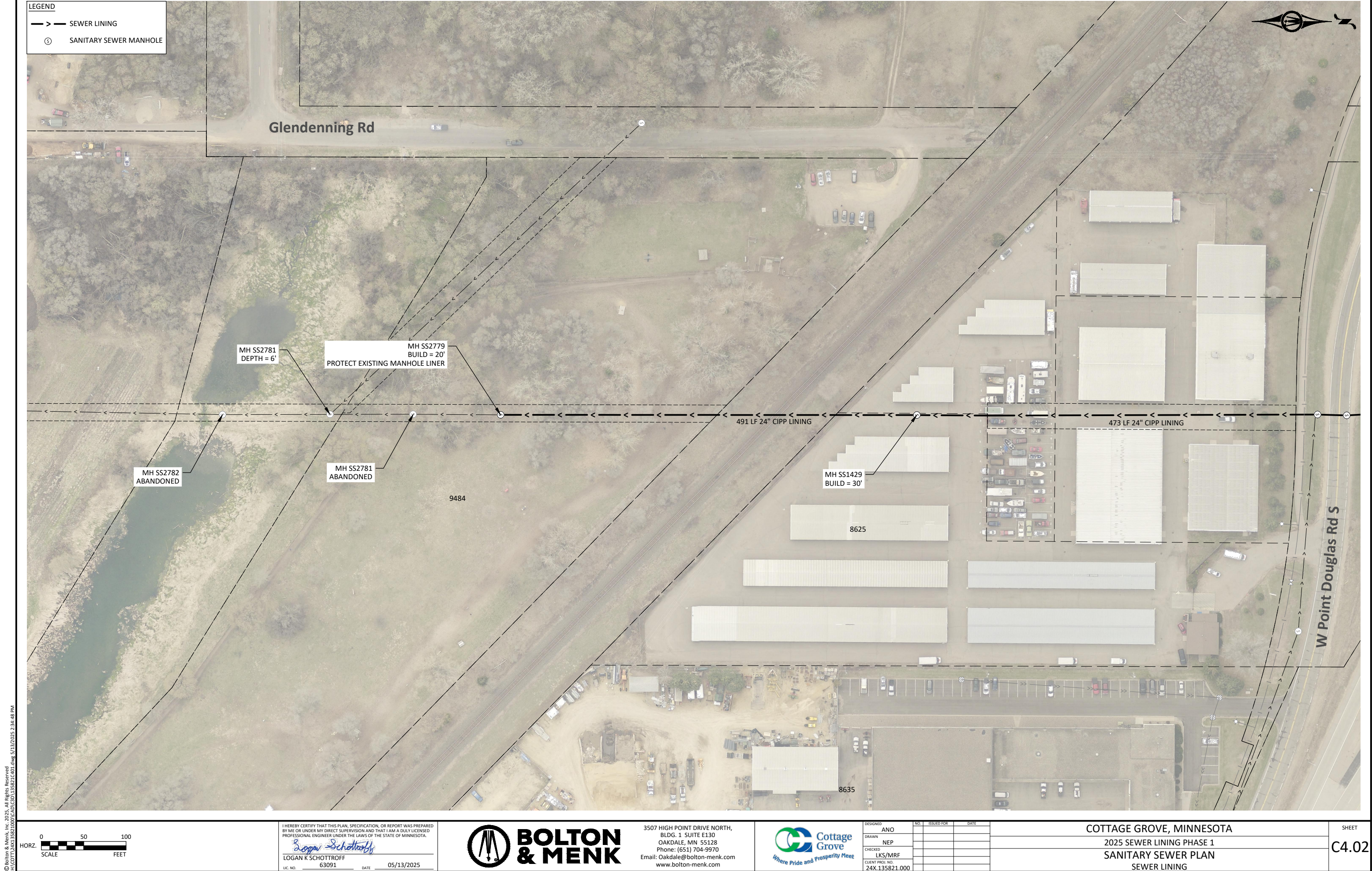
2025 SEWER LINING PHASE 1

SANITARY SEWER PLAN

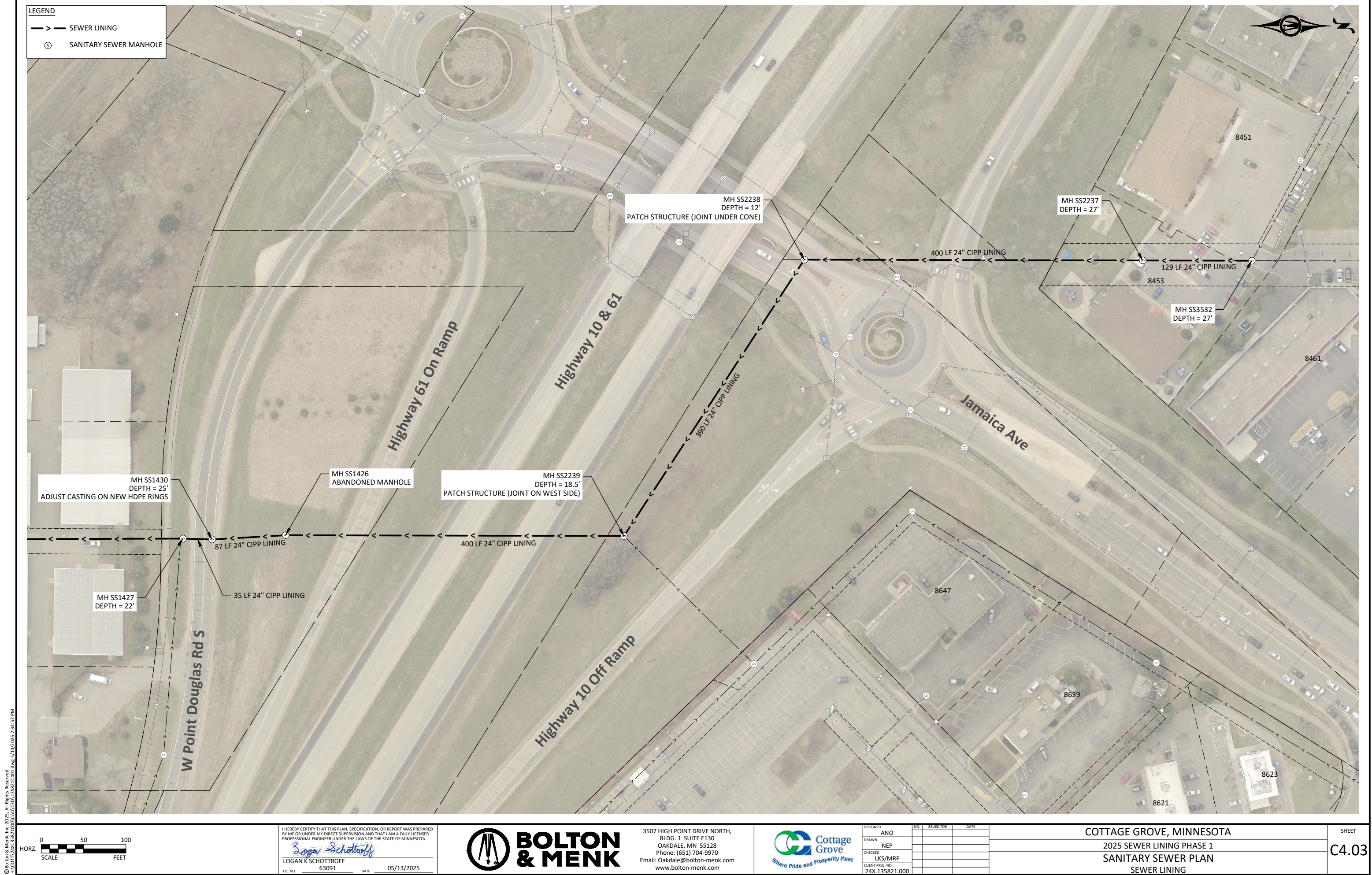
SEWER LINING OVERVIEW

SHEET

C4.01



© Bolton & Menk, Inc. 2025. All Rights Reserved.
A:\COTTY\24X.135821.000\CADD\C4.02\DWG 5/13/2025 2:34:48 PM



© Bolton & Menk, Inc. 2025. All Rights Reserved.
PROJECT: 24X.135821.000 CAGD 135821 C4.03 Rev. 5/13/2025 2:34:57 PM

0 50 100
HORIZ. SCALE FEET

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.
Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



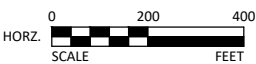
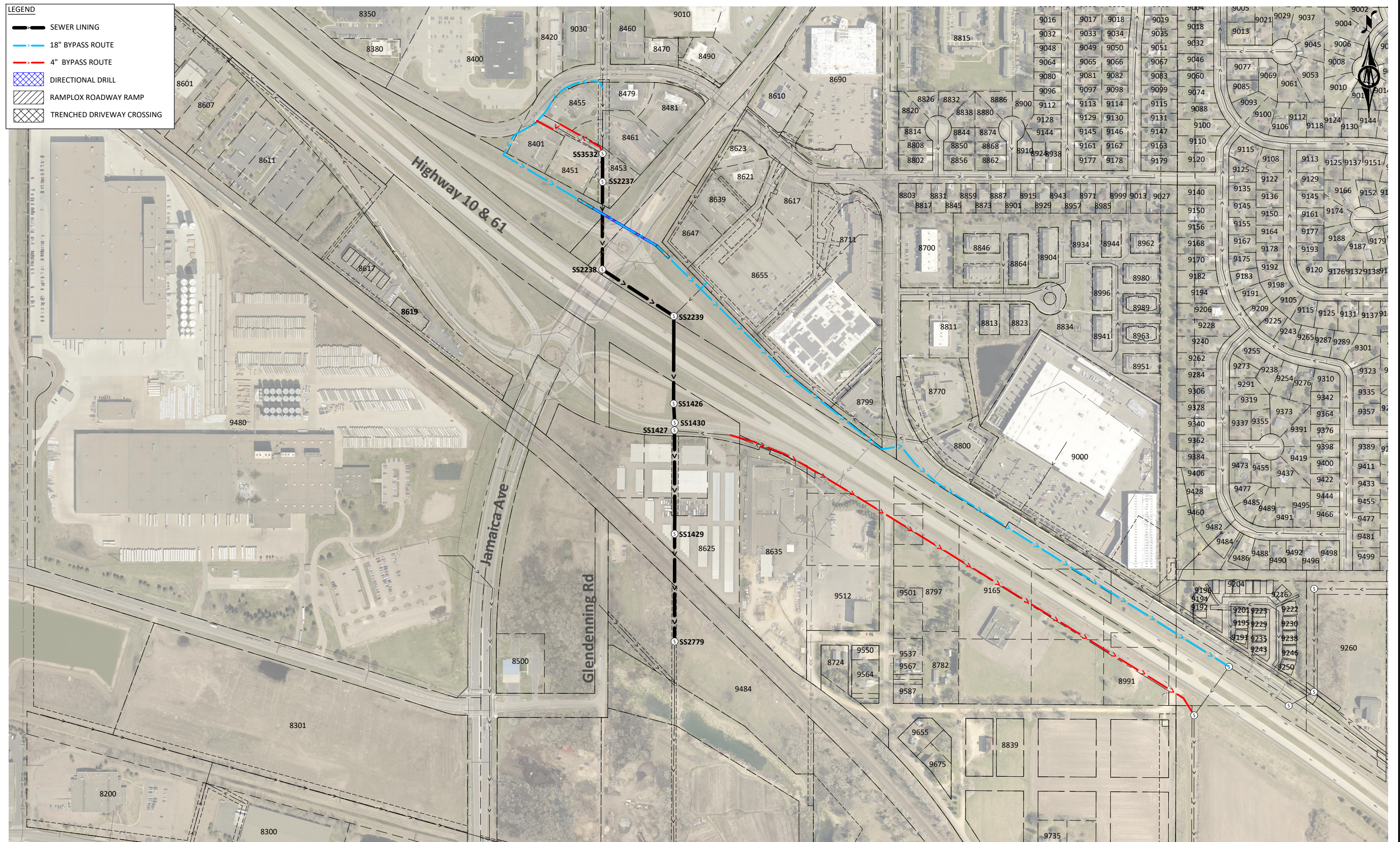
3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
SEWER LINING

SHEET
C4.03



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.



LOGAN K SCHOTTROFF

LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
ANO			
DRAWN			
NEP			
CHECKED			
LKS/MRF			
CLIENT PROJ. NO. 24X.135821.000			

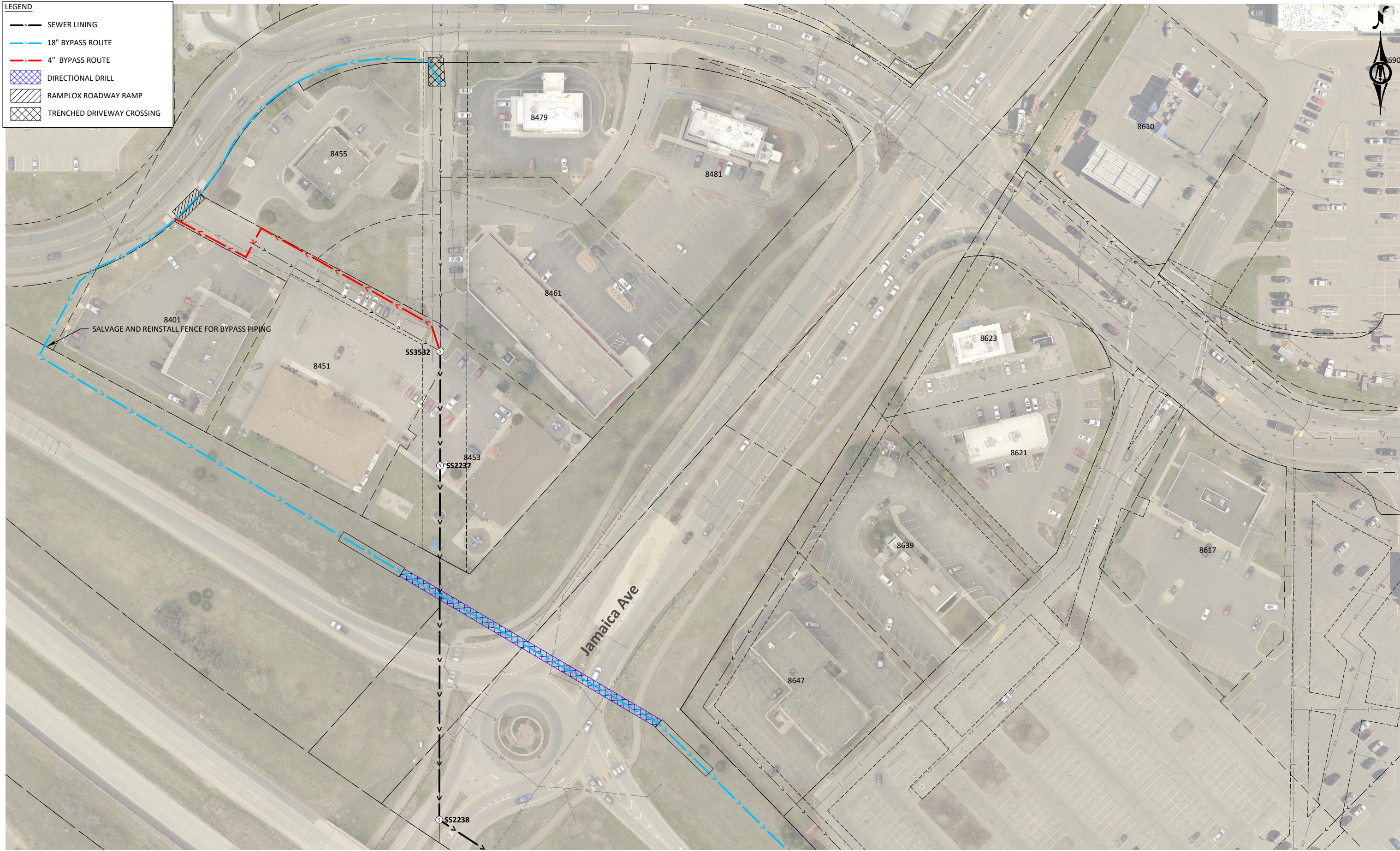
COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
BYPASS OVERVIEW

SHEET

C4.04

LEGEND

- SEWER LINING
- 18" BYPASS ROUTE
- 4" BYPASS ROUTE
- DIRECTIONAL DRILL
- RAMPLOX ROADWAY RAMP
- TRENCHED DRIVEWAY CROSSING



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.

Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



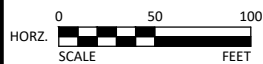
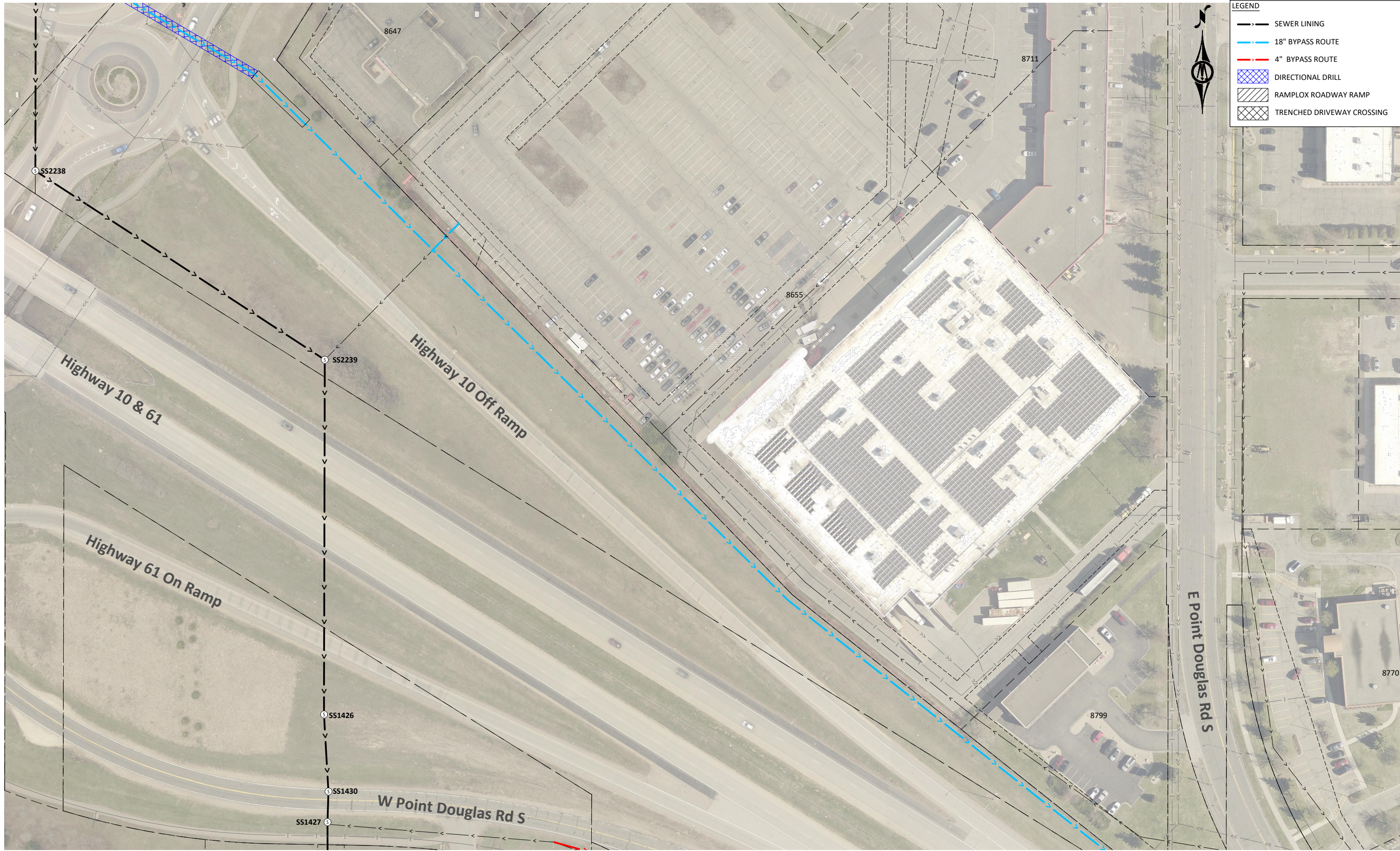
DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
BYPASS PLAN

SHEET
C4.05

© Bolton & Menk, Inc. 2025. All Rights Reserved.
PROJECT: 24X.135821.000 C4.05 135821.000.dwg 5/13/2025 2:35:16 PM

© Bolton & Menk, Inc. 2025. All Rights Reserved.
PROJECT: 24X.135821.0001 CAGD 135821 CAGD.dwg 5/13/2025 2:35:21 PM



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.

Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

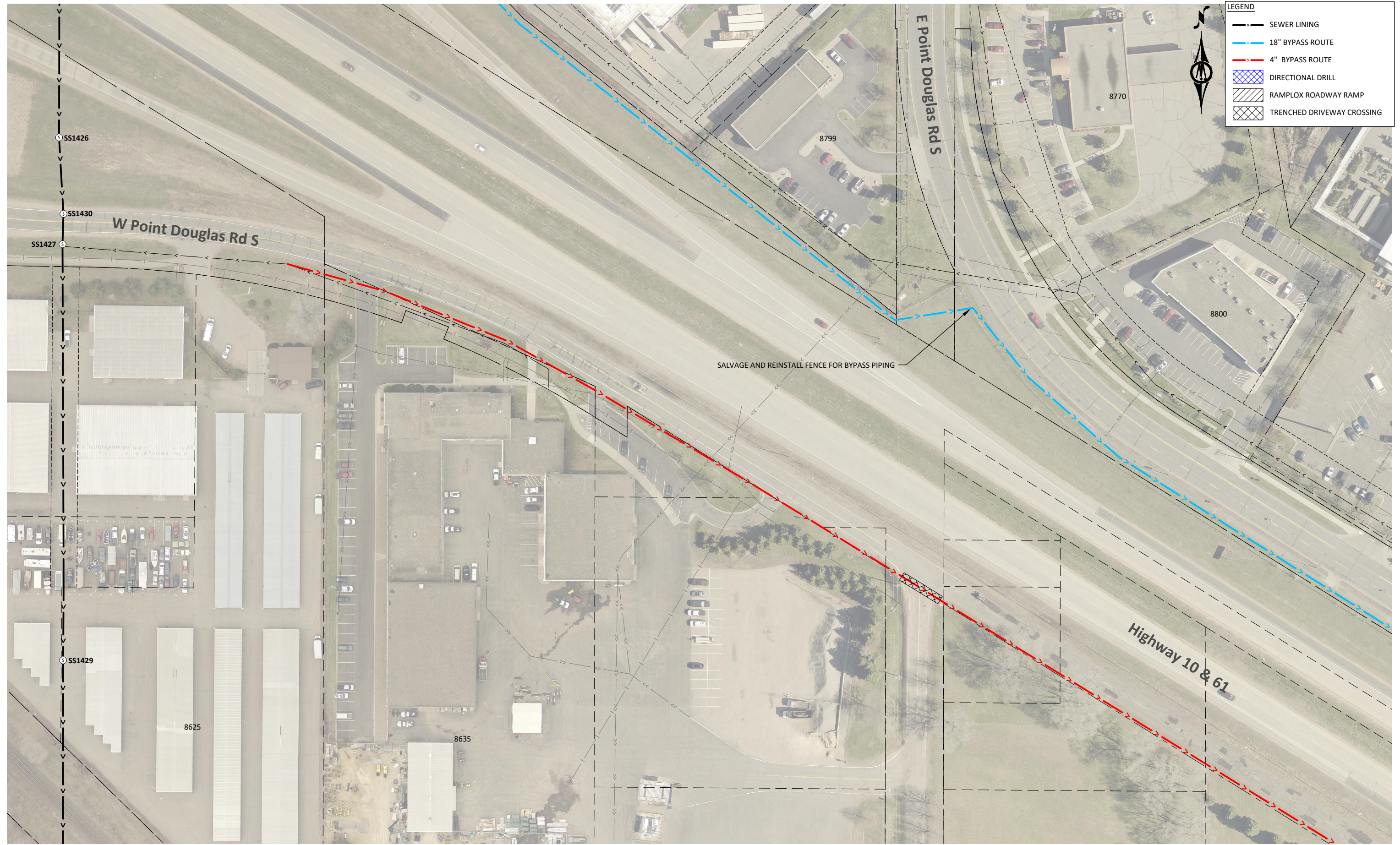


DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
BYPASS PLAN

SHEET
C4.06

© Bolton & Menk, Inc. 2025. All Rights Reserved.
PROJECT: 24X-135821-0001 CAGD 135821-004.dwg 5/13/2025 2:35:26 PM



LEGEND

- SEWER LINING
- 18" BYPASS ROUTE
- 4" BYPASS ROUTE
- DIRECTIONAL DRILL
- RAMPLOX ROADWAY RAMP
- TRENCHED DRIVEWAY CROSSING



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.

Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com

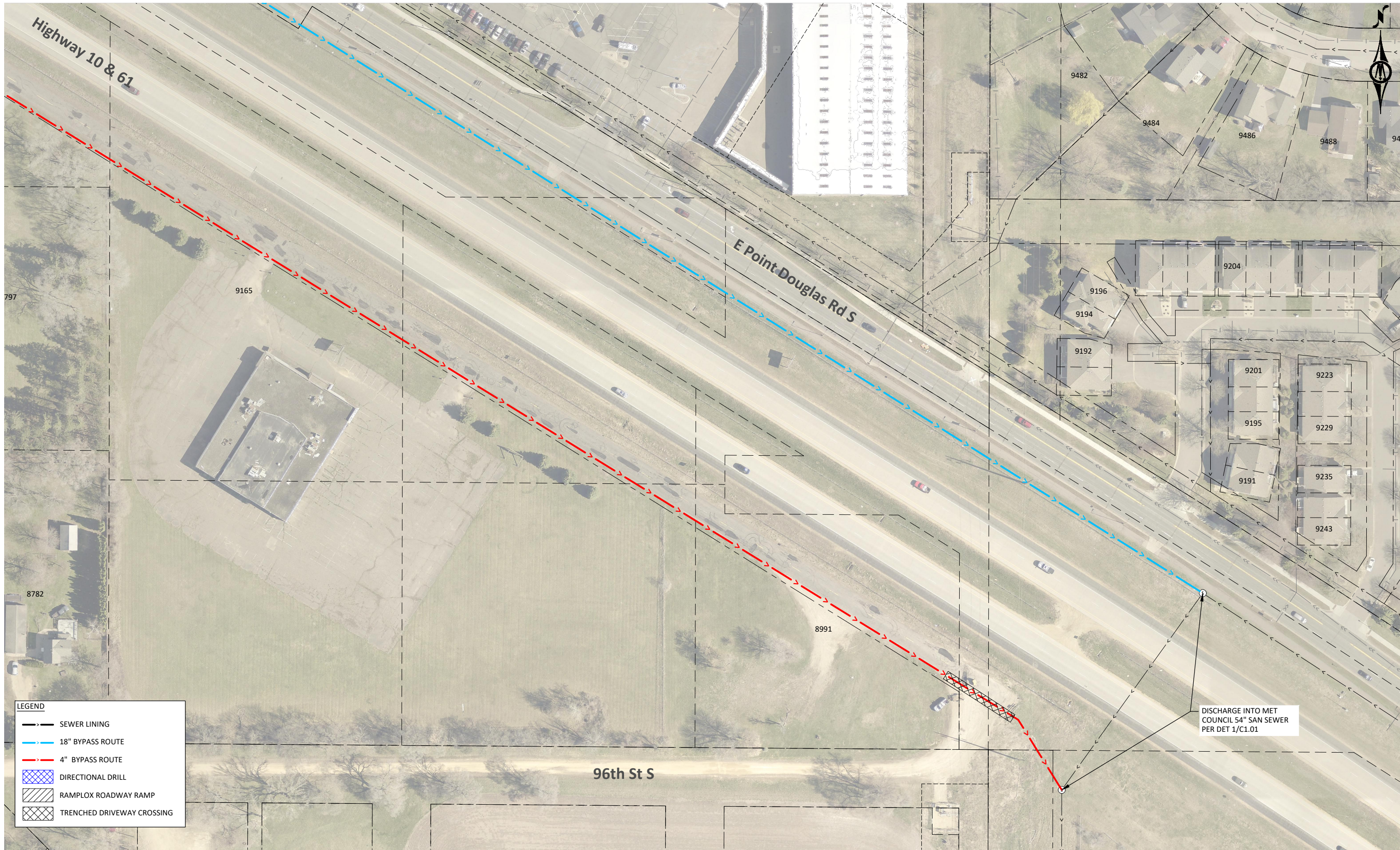


DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X-135821-000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
BYPASS PLAN

SHEET
C4.07

© Bolton & Menk, Inc. 2025. All Rights Reserved.
PROJECT: 24X135821.0001 CAD/CADD: 135821.0001.dwg 5/13/2025 2:35:31 PM



LEGEND

- SEWER LINING
- 18" BYPASS ROUTE
- 4" BYPASS ROUTE
- DIRECTIONAL DRILL
- RAMPLOX ROADWAY RAMP
- TRENCHED DRIVEWAY CROSSING



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.

Logan K Schottroff
LOGAN K SCHOTTROFF
LIC. NO. 63091 DATE 05/13/2025



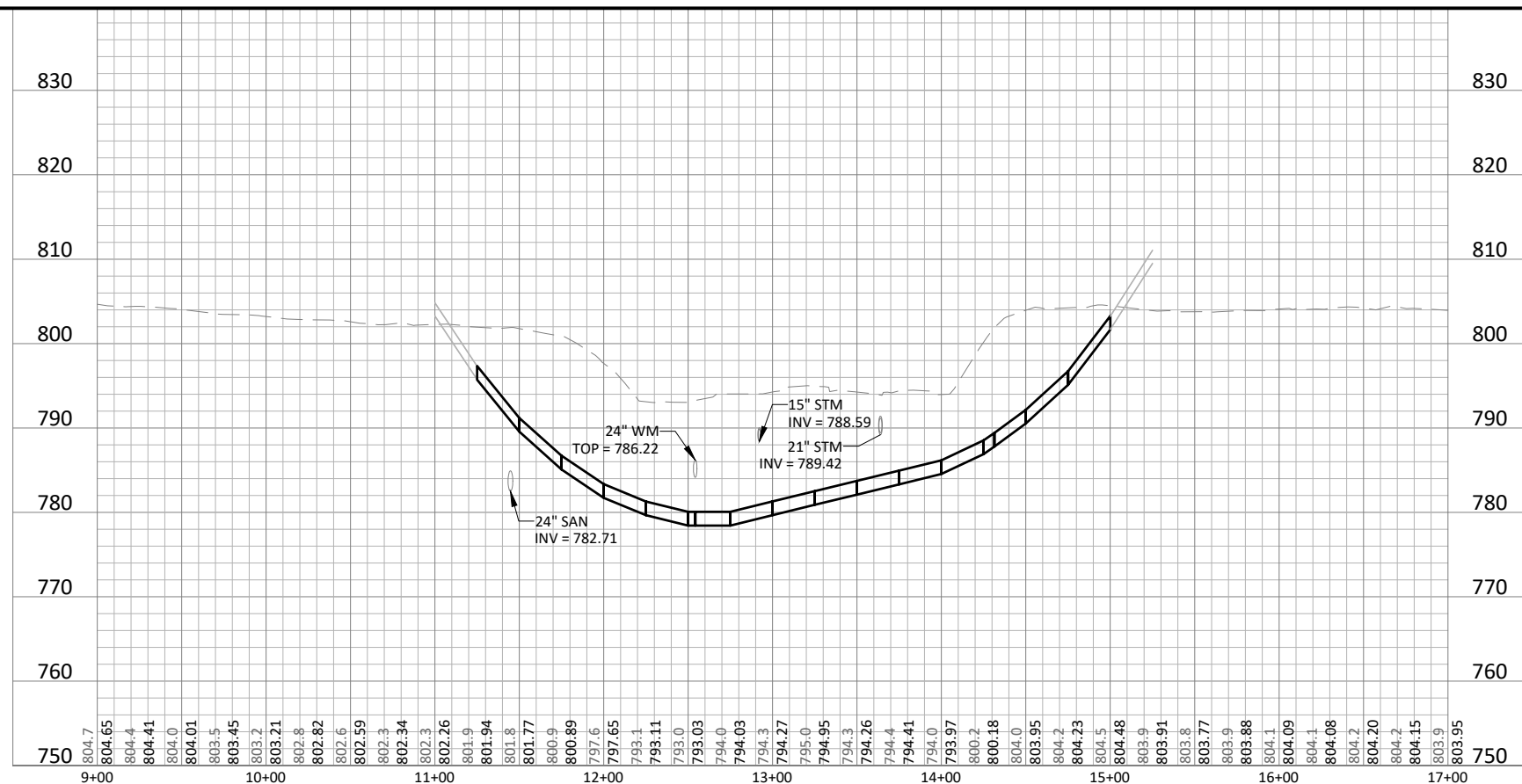
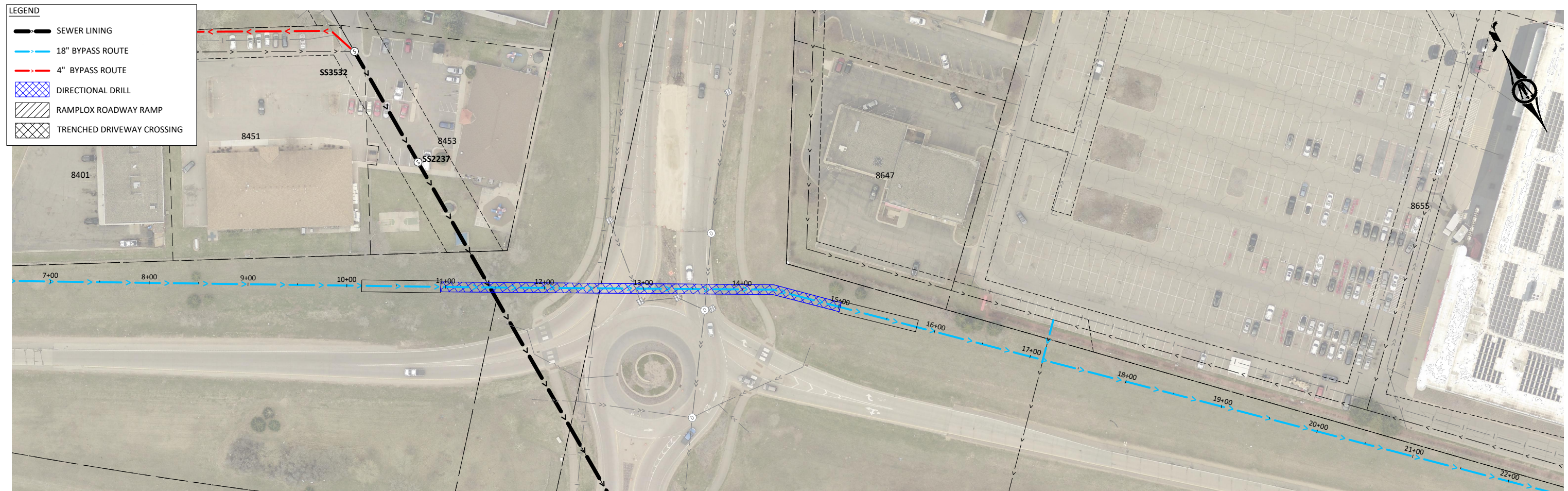
3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	ANO	NO.	ISSUED FOR	DATE
DRAWN	NEP			
CHECKED	LKS/MRF			
CLIENT PROJ. NO.	24X.135821.000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
BYPASS PLAN

SHEET
C4.08



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.

Logan K Schottroff

LOGAN K SCHOTTROFF

LIC NO. 63091 DATE 05/13/2025



3507 HIGH POINT DRIVE NORTH,
BLDG. 1 SUITE E130
OAKDALE, MN 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
ANO			
DRAWN			
NEP			
CHECKED			
LKS/MRF			
CLIENT PROJ. NO.			
24X 135821 000			

COTTAGE GROVE, MINNESOTA
2025 SEWER LINING PHASE 1
SANITARY SEWER PLAN
DIRECTIONAL DRILL PROFILE

SHEET
4.09



City Council Action Request

7.I.

Meeting Date	5/21/2025				
Department	Administration				
Agenda Category	Action Item				
Title	Agreement - Landowner Improvements (Geneva Avenue)				
Staff Recommendation	Approve agreement related to landowner improvements on a portion of Geneva Avenue.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo to Council regarding Encroachment Agreement</td></tr><tr><td>2.</td><td>2025.04.21- Driveway Encroachment Agreement SPP Refining - Final execution copy</td></tr></table>	1.	Memo to Council regarding Encroachment Agreement	2.	2025.04.21- Driveway Encroachment Agreement SPP Refining - Final execution copy
1.	Memo to Council regarding Encroachment Agreement				
2.	2025.04.21- Driveway Encroachment Agreement SPP Refining - Final execution copy				

To: Honorable Mayor Bailey and Members of the City Council

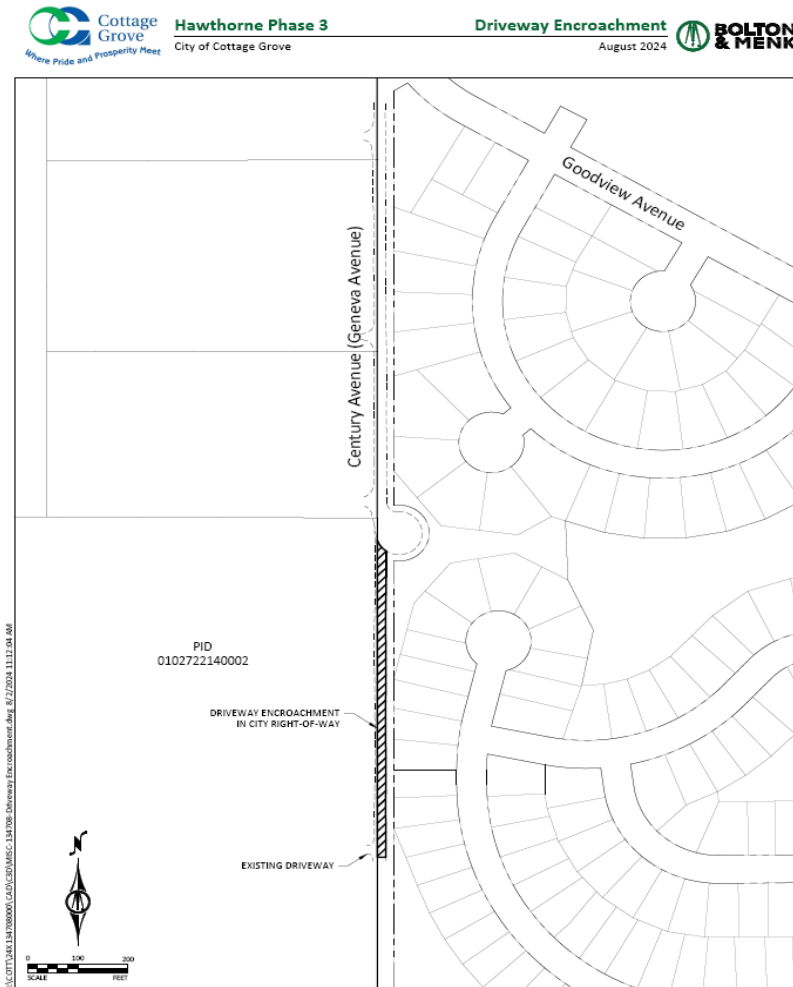
From: Kori Land, City Attorney

Date: May 21, 2025

Subject: Agreement Relating to Landowner Improvements on a Portion of Geneva Avenue

BACKGROUND

The City recently entered into a Joint Powers Agreement with the City of Newport regarding the responsibilities of Geneva Avenue South/Century Avenue, a road that borders and is jointly owned by both cities. One of the segments has been abandoned by both cities as it is no longer needed for right of way. The relevant portion of the road is depicted south of the cul-de-sac:



For orientation purposes, this specific portion of the abandoned road is located in the northwest section of the City, west of the Hawthorne Pines 2nd Addition and just north of 65th St. S. Below is a photo of the now abandoned road taken from the intersection at 65th St. S. looking north.



On the north end of the abandoned portion of the road is the existing Geneva/Century Ave. that dead ends into a cul-de-sac. (depicted in the figure on p. 1) There is one property owner on the west side of this abandoned roadway that still needs access from this now abandoned road. Marathon Petroleum Company (St. Paul Park Refinery) owns a 32-acre parcel on the west side of the abandoned road and has an existing access point onto its property. It is important to note that the road was only abandoned and not vacated because private utilities are located in it

In order to allow Marathon permission to use the City's abandoned right of way, an encroachment agreement is necessary. The attached agreement allows Marathon the right to install an entrance gate at the cul-de-sac so that it can identify its private entrance and install and maintain a driveway to access their property. The area that is shown as a hashmark on the depiction on p. 1. is the area where the driveway will be located. Per the Agreement, the City is not responsible for the installation or maintenance of the driveway or the gate. Marathon can only use it for these purposes.

ACTION REQUESTED:

Approve Agreement Relating to Landowner Improvements on a Portion of Geneva Avenue

**AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS ON
A PORTION OF GENEVA AVENUE
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 (“City”), and St. Paul Park Refining Co. LLC, a Minnesota limited liability company (“Landowner”). 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
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. City ROW. “City ROW” means the gravel right-of-way dedicated as Century Ave/(Geneva Avenue) in the plat of Hawthorne Pines recorded as document number 4315524 in the Washington County Recorder’s Office, Washington County, Minnesota.

1.4. Encroachment Area. “Encroachment Area” means the real property, legally described on Exhibit A, attached hereto and incorporated herein, to be used by Landowner for Landowner Improvements.

1.5. Landowner. “Landowner” means St. Paul Park Refining Co. LLC, a Minnesota limited liability company and their successors and assigns in interest.

1.6. Landowner Improvement(s). “Landowner Improvement(s)” means Landowner’s entrance gate and Private Driveway, if constructed pursuant to Section 2.4, which is located within the Encroachment Area on City ROW, depicted on Exhibit B attached hereto.

1.7. Landowner Property. “Landowner Property” means the real property located in the City of Newport, Washington County, Minnesota legally described on Exhibit C, attached hereto and incorporated herein.

1.8. Maintain. As used in this Agreement with respect to the Landowner Improvements, “maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such improvements.

ARTICLE 2 **RECITALS**

2.1. Landowner owns Landowner Property.

2.2. Landowner Property requires an encroachment on City ROW for Landowner Improvements so that the Landowner Property can have reasonable access to a public right of way.

2.3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the Encroachment Area, on the condition the Landowner maintains Landowner Improvements.

2.4. Landowner shall have the right to traverse over, under, and across the westerly 18 feet of that part of Century Ave in the Encroachment Area. Landowner reserves, at its expense, the right to construct and maintain a private driveway over, under, and across the westerly 18 feet of that part of Century Ave in the Encroachment Area (“Private Driveway”). In the event Landowner elects to exercise such right, it shall provide written notice to the City, and the Private Driveway shall be designated a Landowner Improvement.

ARTICLE 3 **AGREEMENTS**

3.1. Construction and Maintenance of Landowner Improvements. Under the terms and conditions stated herein, Landowner, at its own cost, is hereby authorized by the City to keep and maintain the Landowner Improvements in the Encroachment Area. The Landowner Improvements shall only be placed in the Encroachment Area. Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs in the Encroachment Area, except for the Landowner Improvements, without the City’s written consent. Landowner, at its own expense, shall maintain and repair the Landowner Improvements. Landowner shall obtain proper permits from the City prior to making any modifications to 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 Encroachment Area. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area as a right of way. Landowner understands that City will not be improving, maintaining, replacing or repairing the portion of City ROW upon which Encroachment Area is located.

3.4. Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area. Landowner understands that private utilities may be located in the Encroachment Area and Landowner will not disturb, alter, damage or otherwise interfere with the private utilities.

3.5. Risk of Loss. Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use or the use of private utilities located in the Encroachment Area. The City will not damage or remove Landowner Improvements unless Landowner Improvements interfere with City's use. In such event, City shall notify Landowner of such interference and provide an opportunity to remove the Landowner Improvements at its own cost. If Landowner fails to remove Landowner Improvements in a timely manner, the City may perform the work, making reasonable efforts to minimize damage to Landowner Improvements and disruption to Landowner.

3.6. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists in the Encroachment Area. In such instance, the City, without giving notice to Landowner may perform the work at City's expense.

3.7. Remedies. Except as expressly otherwise provided in this Agreement, each party shall be liable to the other party for any remedies available in law or in equity on account of any material breach of the provisions of this Agreement.

3.8. Indemnification.

- a. 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, or that the private utilities incur or suffer, which arise out of, result from or relate to any of the following:

- i. The Landowner Improvements;

- ii. Maintenance of the Landowner Improvements; and
 - iii. 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.
- b. City shall indemnify, defend, protect, hold harmless, and release Landowner, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of City or its agents, employees, contractors, subcontractors, or invitees. Nothing in this Agreement shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.
- c. In no event shall City or Landowner be responsible for punitive, special, or consequential damages.

This indemnity provision survives the Agreement.

3.9. 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.

3.10. Recording. This Agreement shall be recorded with the Washington County Recorder against the Landowner Property.

3.11. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the heirs, successors, administrators and assigns of the parties, for so long as the Landowner Improvements remain on the City Property.

3.12. 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.

3.13. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota, and any action venued in Washington County District Court.

3.14. 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.

3.15. 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.

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

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

If to Landowner:	St. Paul Park Refining Co LLC 19100 Ridgewood Pkwy San Antonio, TX 78259
------------------	--

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

[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:
CITY OF COTTAGE GROVE

Myron Bailey
Mayor

Tamara Anderson
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 Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ST. PAUL PARK REFINING CO. LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2025, by _____ as _____, of St. Paul Park Refining Co. LLC, a Minnesota limited liability company, on behalf of said limited liability company.

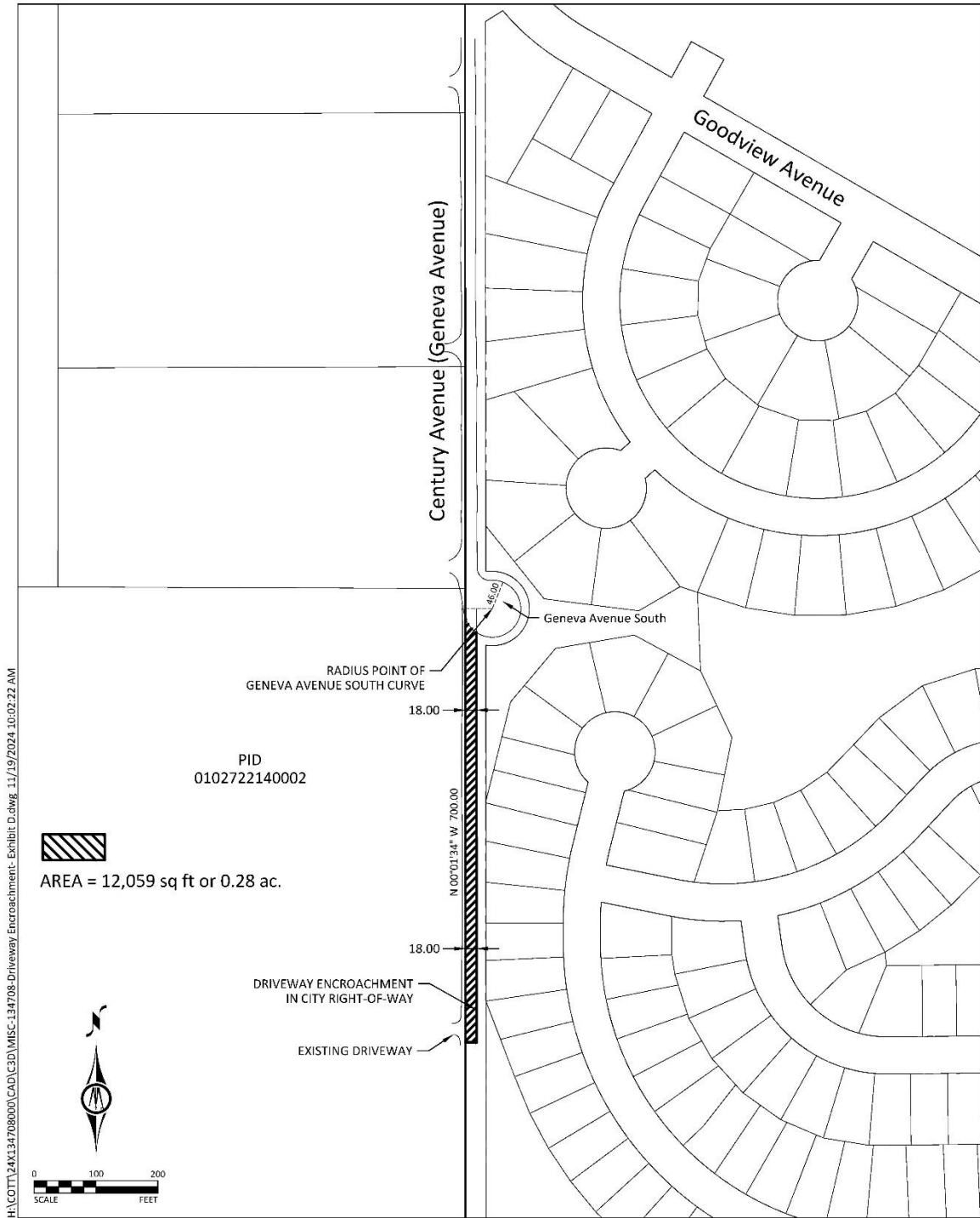
Notary Public

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
LEGAL DESCRIPTION OF ENCROACHMENT AREA

A private driveway encroachment, over, under and across the westerly 18 feet of that part of Century Ave (Geneva Ave S) as dedicated in the plat of HAWTHORNE PINES, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota which lies southerly of and contiguous with a line beginning at the radius point of the curve of Geneva Ave. S. as dedicated in the plat of HAWTHORNE PINES SECOND ADDITION, according to said plat on file and of record in said office of the County Recorder; thence westerly at a right angle to the West line of said Century Ave and said line there terminating. The South line of said strip is a line parallel with and distant 700 feet South of the first described line. EXCEPT that part thereof which lies within a circle with a radius of 46 feet and the center of said circle is the previously described radius point.

EXHIBIT B
DEPICTION OF LANDOWNER IMPROVEMENTS



B-1

EXHIBIT C
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

The Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4), lying North of the old Cottage Grove Road, now County Highway No. 36, as now established, in Section One (1), in Township Twenty-seven (27) North, of Range Twenty-two (22) West of the Fourth Meridian;

Said Road being described as follows: Beginning at a point on the East line of said Section One (1), One Hundred Fourteen (114) feet North of the Southeast Corner of aforesaid Quarter Quarter Section, thence North Seventy Degrees and Thirty-three Minutes ($70^{\circ}33'$) West Four Hundred Forty-six (446) feet, thence North Eighty-nine Degrees Twenty-five Minutes ($89^{\circ}25'$) West, Eight Hundred Eighty-five (885) feet to the West line of said Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4), said point being Ten Hundred Sixty-four (1064) feet South of the Northwest corner of aforesaid Quarter Quarter Section, containing Thirty-two and Ninety Hundredths (32.90) acres, according to the United States Government Survey thereof.

Abstract Property

PID: 01.027.22.14.0002



City Council Action Request

7.J.

Meeting Date 5/21/2025

Department Parks and Recreation

Agenda Category Action Item

Title Woodridge Park Playground Surfacing Maintenance

Staff Recommendation Authorize service agreement for Woodridge Park playground surfacing maintenance with Flagship Recreation in the amount of \$60,694.67.

Budget Implication \$60,694.67 from the 2025 Park Improvement Fund

Attachments	1.	1-Memo-Service Agreement for Maintenance
	2.	Agreement for Contractor Services (Cottage Grove) 2025 - Flagship



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

From: Zac Dockter, Parks and Recreation Director

Date: May 14, 2025

Subject: Woodridge Park Playground Surfacing Maintenance

Introduction/Background

The poured in place rubber surface at the Woodridge Park inclusive playground is in need of maintenance after eight years of heavy use. The recommended maintenance procedures include repairing damaged areas and then applying a roll coat of aliphatic binder to improve overall integrity of the surface. This procedure is done with the intent to extend the life of the play surface another five years or more. With an estimated full replacement cost in excess of \$400,000 today, this maintenance procedure is a staff recommended investment. This procedure is budgeted in the 2025 Park Improvement Fund for \$60,000.

Two quotes for the work were received:

Flagship Recreation	\$60,694.67
NF Surfaces	\$81,257.00

All submitting companies are qualified for this project and have performed favorably with the City of Cottage Grove in the past. As such, staff is recommending proceeding with the low quote from Flagship Recreation.

Staff Recommendation

Authorize service agreement for Woodridge Park playground surfacing maintenance with Flagship Recreation in the amount of \$60,694.67.

AGREEMENT FOR SERVICES
Woodridge Park Inclusive Playground Surface Maintenance

THIS AGREEMENT (“Agreement”) is made and executed this 21st day of May, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and Flagship Recreation, 11123 Upper 33rd St N, Lake Elmo, MN 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 dated May 14, 2025, 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 \$60,694.67, 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 Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Emily Maloney 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: Flagship Recreation
11123 Upper 33rd St N
Lake Elmo, MN 55042

Or emailed: emily@flagshipplay.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: Emily Maloney

Its: Sales Consultant

Date: 5/15/25

EXHIBIT A

Ship To:	Please Make PO's & Contracts Out To:
Woodridge Park Surfacing Maintenance	Flagship Recreation
9000 90th St S	11123 Upper 33rd St. N
Cottage Grove, MN 55016	Lake Elmo, MN 55042
Bill To:	Please Remit Payment To:
City of Cottage Grove	Flagship Recreation
8635 W Point Douglas Rd	11123 Upper 33rd St. N
Cottage Grove, MN 55016	Lake Elmo, MN 55042

[illegible]

Quotes from Flagship Recreation, are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Zac Dockter, Parks & Recreation Director
Signature:	Date:
Purchase Amount: \$60,694.67	





City Council Action Request

7.K.

Meeting Date 5/21/2025

Department Parks and Recreation

Agenda Category Action Item

Title Woodridge Park Ice Rink Improvements

Staff Recommendation Authorize service agreement with FPI Paving Contractors for the Woodridge Park Ice Rink/Sport Court project for bituminous paving of the ice rink surface in the amount of \$54,810.00.

Budget Implication \$54,810 from the Park Improvement Fund

Attachments	1.	Memo - Paving
	2.	SA WITH EXHIBIT



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

From: Zac Dockter, Parks and Recreation Director

Date: May 13, 2025

Subject: Woodridge Park Ice Rink Improvements

Introduction

The 2025-2029 Capital Improvements Plan includes \$300,000 from the Park Improvement Fund to replace the Woodridge Park ice rink boards and paving the ice surface for use as pickleball courts during the offseason. The staff estimate for paving of the ice rink surface was \$80,000. Staff has collected two quotes for this work and the results are as follows:

FPI Paving	\$54,810.00
Bituminous Roadways	\$67,500.00

Both submitting companies are qualified for this project and have performed favorably with the City of Cottage Grove in the past. As such, staff is recommending proceeding with the low quote from FPI Paving Contractors.

Staff Recommendation

Authorize service agreement with FPI Paving Contractors for the Woodridge Park Ice Rink/Sport Court project for bituminous paving of the ice rink surface for the amount of \$54,810.00.

AGREEMENT FOR SERVICES
Woodridge Park Ice Rink/Sport Court Paving

THIS AGREEMENT (“Agreement”) is made and executed this 21st day of May, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and FPI Paving Contractors, 3230 Rice Street, St Paul, MN 55126 (“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 22, 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 \$54,810.00, 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 Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Les Burshten 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: FPI Paving Contractors
3230 Rice Street
St Paul, MN 55126

Or emailed: lesb@fpipaving.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: JESSICA THURY

Name: Jessica M Thury

Its: Vice President

Date: May 14, 2025

3230 Rice Street

651.484.0385 phone

651.484.5327 fax



St. Paul, MN 55126-3047

e-mail: info@fpipaving.com
www.fpipaving.com

April 22, 2025

City of Cottage Grove Parks & Rec Dept.
8635 W. Pt. Douglas Road S.
Cottage Grove, MN 55016Contact: Jim Fohrman
Phone: 651-491-8466
Email: jfohrman@cottagegrovemn.gov**PROJECT: WOODRIDGE PARK ICE RINK**
RE: INSTALL ICE RINK/PICKLEBALL COURTTolerance, shape and compact area to be paved: (Approximately 1,888 S.Y.)

- Add Class 5 aggregate as necessary
- Furnish and install 2" MNDOT 2360 type SPNWB330C (virgin) PG-58H-34 bituminous base course
- Roll and compact
- Furnish and install 2" MNDOT 2360 type SPWEA340C (virgin) PG-58H-34 bituminous wear course
- Roll and compact smooth

BID PRICE \$54,810.00

- Site prep done by others
- If bituminous base course was recycled mix as city specs allow-deduct \$1,500.00

Notes:

- Signed agreement must be received prior to scheduling. Email signed agreement to sender.
- The above prices are valid for 15 days from date of bid. Asphalt prices are valid for 10 days.
- All work to be completed in 2025.
- Excludes: Permits, Testing, Surveying/Staking, Subgrade Prep/Subgrade Correction, Test Roll, Traffic Control, Flaggers, Structure Adjustments/Patching, City Street Patching, and Landscape Restoration.
- Payment Terms: Payment due within 30 days of date of invoice.

FPI Paving Contractors, Inc.



Les W. Burshten

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

Small Business Enterprise
"Affirmative Action Equal Opportunity Employer"



City Council Action Request

7.L.

Meeting Date	5/21/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	High Zone Raw Water Main Change Order #1				
Staff Recommendation	Approve Change Order #1 for the High Zone Raw Watermain Project reducing the contract amount by \$202,750.00 to a revised contract amount of \$4,931,898.00.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>High Zone Raw Water Main_CO1_Memo</td></tr><tr><td>2.</td><td>High Zone Change Order 1_Signed</td></tr></table>	1.	High Zone Raw Water Main_CO1_Memo	2.	High Zone Change Order 1_Signed
1.	High Zone Raw Water Main_CO1_Memo				
2.	High Zone Change Order 1_Signed				



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

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

Date: May 15, 2025

Re: High Zone Raw Water Main Project - Change Order #1

Background

On May 10, 2024, the City received a grant from the 3M Settlement for the High Zone Raw Water Main project. This project will provide the raw water mains necessary to convey the water from wells 11 and 12 to the future Intermediate Zone Water Treatment Plant. Bids for this project were received on March 20, 2025. The project was awarded to A-1 Excavating LLC in the amount of \$5,134,648.00.

There is a section of pipe within this contract that starts near Fire Station No. 2 and extends through Pine Tree Pond Park to 80th Street South that will be deleted from this project to allow for the installation of deeper utilities in the same vicinity for the proposed City of Cottage Grove Intermediate Zone Water Treatment Plan.

Discussion

This Change Order deletes the installation of 565 LF of 20" DIP raw water main from station 5+10 to 10+75 and all related work in the immediate area. This includes clear and grub, erosion control, one hydrant assembly, one 6" GV assembly, 10 LF of 6" DIP water main, one 20" MJ DIP plug, two 20" MJ DIP 45-degree bends, one 20" x 12" DIP tee, one 20" x 16" DIP reducer and one 16" BV within the defined area. Paving the asphalt bike trail south of 80th Street will remain part of this project. The total Change Order will result in a deduction to the project in the amount of (\$202,750.00), resulting in a total revised contract amount of \$4,931,898.00.

Recommendation

It is recommended that the City Council approve Change Order #1 for material adjustments to the project for items not used (deductions). This will decrease the contract total by (\$202,750.00) to a total revised contract amount of \$4,931,898.00.



Building a Better World
for All of Us®

CHANGE ORDER

City Of Cottage Grove

OWNER

179132

OWNER'S PROJECT NO.

High Zone Raw Water Main Project

PROJECT DESCRIPTION

5/7/2025

DATE

1

CHANGE ORDER NO.

179132 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

The installation of 565 LF of 20" DIP raw water main from station 5+10 to 10+75 and all related work in the immediate area is deleted from the project. This includes clear and grub, erosion control, one hydrant assembly, one 6" GV assembly, 10 LF of 6" DIP water main, one 20" MJ DIP plug, two 20" MJ DIP 45 degree bends, one 20" x 12" DIP tee, one 20" x 16" DIP reducer and one 16" BV within the defined area.

Paving the asphalt bike trail south of 80th will remain part of the High Zone Raw Water Main Project.

Purpose of Change Order:

The deletion of these utilities from the High Zone Raw Water Main Project is necessary to allow for the installation of deeper utilities in the same vicinity for the proposed City of Cottage Grove Water Treatment Plant as part of a separate contract.

Basis of Cost: ☐ Actual ☒ Estimated

Attachments (list supporting documents)

Contract Status

Original Contract

Time

April 2, 2025

Cost

\$5,134,648.00

Net Change Prior C.O.'s _____ to _____

Change this C.O.

May 7, 2025

(\$202,750.00)

Revised Contract

\$4,931,898.00

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Brad Swanson

Brad Swanson

Agreed to by Contractor:

Approved for Owner:

Jacob Wald

BY A-1 Excavating LLC

BY City Of Cottage Grove

Project Manager

TITLE

TITLE

Distribution

Contractor 2

Owner 1

Project Representative 1

SEH Office 1

x:\ael\cottg\184790\7-const-svcs\73-app-pymtlchange order\high zone change order 1.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



City Council Action Request

7.M.

Meeting Date 5/21/2025

Department Community Development

Agenda Category Action Item

Title Approval of Rental Licenses

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: May 14, 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 21, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001890	9023	67th Street South	Mishra, Shrawan Kumar
RENT-002772	6808	Meadow Grass Lane South	Jane Venegas
RENT-002777	6733	Pine Arbor Lane South	Jacob Wrich
RENT-002784	8757	Ironwood Avenue South	Jordan Dibich

Multi-Family:

Grove 80, 7550 80th Street: 1 Building, 120 Units



City Council Action Request

7.N.

Meeting Date	5/21/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	Gateway Fiber Agreement and Staffing				
Staff Recommendation	Approve the Agreement with Gateway Fiber and authorize the addition of an Engineering Technician to the Public Works Department, at Grade 14 of the non-represented pay plan.				
Budget Implication	\$106,200 - Engineering Technician, to be funded through increased Right-of-way permit fees.				
Attachments	<table><tr><td>1.</td><td>Council Memo Gateway City-Wide Fiber Install</td></tr><tr><td>2.</td><td>Gateway Fiber Agreement</td></tr></table>	1.	Council Memo Gateway City-Wide Fiber Install	2.	Gateway Fiber Agreement
1.	Council Memo Gateway City-Wide Fiber Install				
2.	Gateway Fiber Agreement				



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: May 14, 2025

Re: Gateway Fiber Agreement and Staffing

Background

Throughout 2024, the city received several inquiries from various Internet Service Providers (ISPs), who were proposing to install large-scale broadband buildouts in Cottage Grove neighborhoods. Due to the scope of their proposed installations, staff was concerned that the amount of construction in City rights-of-way would be very disruptive to the safety and welfare of our residents and businesses. These types of projects typically generate many resident concerns regarding restoration of lawns, landscaping, and driveways within City rights-of-way and utility easements. In many instances, sidewalk closures, lane closures, and full road closures can be necessary to complete these projects. Additionally, the installation schedules of the multiple ISPs would spread City resources very thin to review numerous permit requests and conduct utility locates for these large-scale projects.

The fiber installation requests gave City staff the opportunity to think upstream about Cottage Grove as a whole and how the internet needs of residents and businesses would be best served. In addition, a large-scale fiber installation could be an opportunity to connect City facilities and provide areas of public wifi. In the fall of 2024, staff entertained the idea of issuing a Request for Proposals (RFP) to partner with a single ISP for a City-wide fiber installation.

On November 12th, 2024 the Economic Development Authority (EDA) entered into an agreement with Hometown Fiber, a local broadband consultant, to help staff develop an RFP and evaluate proposals. It is important to note that Hometown Fiber does not provide internet service and is not a prospective respondent to the City's RFP. The RFP identified many priorities and included the following:

- Design, engineer, deploy, and operate a comprehensive broadband network
- Align construction efforts with the City's established timelines to minimize community disruption and optimize resource utilization resulting in efficient project execution
- Ensure fiber optic connectivity to properties that respondent's infrastructure passes by within the city limits of Cottage Grove
- Deliver symmetrical internet speeds of up to 10 gigabits per second or more
- Provide fiber infrastructure to support connection of City-owned buildings such as park shelters, wells, lift stations and other facilities

- Chosen ISP would be granted exclusive access to assigned rights-of-way for broadband services through 2030

The RFP was posted to the City website and emailed to ISP contacts on March 12th, 2025. Proposals were accepted on April 7th, 2025; two proposals were received.

Discussion

Staff reviewed proposals from Gateway Fiber and Intrepid Fiber. The review team included staff from IT, administration, and engineering, as well as consultants with legal, engineering, utility, and broadband expertise. The diversity of this team ensured that the chosen proposal satisfied the varied interests of the City.

The proposal from Gateway Fiber addressed most of the requirements listed in the RFP. Staff contacted Gateway Fiber's references and met with Gateway Fiber leadership to discuss the potential partnership. These meetings confirmed that partnering with Gateway Fiber would provide City staff, residents, and businesses with a broadband solution while minimizing disturbance to the City rights-of-way and unnecessary draws on City resources.

The execution of the City-wide Fiber Agreement with Gateway will require a significant amount of staff time and City resources throughout the three-year buildout. The fiber installation projects will involve review of right-of-way permit submittals, review of traffic control plans, mapping of proposed fiber projects, locating of existing City utilities within rights-of-way where the projects are proposed, construction coordination with contractors, and follow-up with City residents. These tasks are currently managed by the City's engineering department but the volume of work in 2025, 2026, and 2027 will be, on average, tripled from previous years. Simultaneously, the revenue from the right-of-way permit fees from the fiber projects are estimated to be \$450,000 from 2025-2027.

Because of the increase in workload and increase in revenue, the engineering department proposes to add an Engineering Technician to its staff. This was discussed at a workshop with the City Council on May 7, 2025. The Technician position would be the primary City contact for the Gateway Fiber projects and would afford the City the ability to proactively manage construction projects associated with right-of-way permits rather than the current reactionary method of permit management.

In the winter months, when right-of-way work is slower, the Technician position would be utilized within the engineering department, primarily working on GIS mapping. The City has a robust GIS system that supports all City departments and is currently managed by one staff person. As the City has grown and various departments have identified ways to utilize GIS to streamline productivity, the workload for the GIS Technician has increased and non-urgent projects have been pushed aside. Consideration was being made for a GIS Intern to join staff in Summer of 2026 but the Engineering Technician would be able to serve in that capacity in lieu of an intern. Other duties for the Engineering Technician will include new home grading as-built reviews, and development final street project inspections. This position will also be involved in inspection of road maintenance projects such as crack sealing, striping, and mill & overlay. Staff have worked with our compensation plan consultant, and determined the position

will be placed at Grade 14 of the non-represented pay plan, with a total cost of \$106,200 per year. This position will be fully funded by the increased right-of-way permit fees and will not impact the City budget.

Recommendation

It is recommended that the City Council:

1. Approve the Agreement with Gateway Fiber.
2. Authorize the addition of an Engineering Technician to the Public Works Department, at Grade 14 of the non-represented pay plan.

Attachments

Agreement with Gateway Fiber.

**AGREEMENT FOR CITY-WIDE FIBER NETWORK WITH
GATEWAY FIBER INFRASTRUCTURE, LLC**

THIS AGREEMENT (the “Agreement”) is made and executed this ____ day of May 2025, (“Effective Date”) by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (the “City”) and Gateway Fiber Infrastructure, LLC, 275 North Service Road, Suite 0, Wright City, Missouri 63390 (“Gateway”).

WHEREAS, the City has accepted the proposal of Gateway to construct, deploy, operate and own fiber optic infrastructure in certain priority areas of the City; and

WHEREAS, Gateway desires to perform certain 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. The City agrees to provide Gateway with exclusive rights to perform certain services to residents and business in the Priority Area (defined below) (the “Services”), for the term of this Agreement, as defined in the following documents:
 - i. City of Cottage Grove Request for Proposal for Broadband Deployment, dated March 12, 2025, attached hereto and incorporated herein as Exhibit A (the “RFP”).
 - ii. Gateway’s proposal, dated April 6, 2025, attached hereto and incorporated herein as Exhibit B (the “Gateway Proposal”).
 - iii. The Priority Areas and Timeline, attached hereto and incorporated herein as Exhibit C.
 - iv. City Facilities for City Fibers, attached hereto and incorporated herein as Exhibit D.

Exhibits A, B, C and D are sometimes referred to hereinafter collectively as the “Exhibits”. If there is a conflict between the terms in Exhibits A and B, then the terms in Exhibit A shall apply.

- b. Gateway covenants and agrees to provide the Services to the reasonable satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

- c. Gateway agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Gateway expressly agrees to apply for and obtain all right-of-way permits required by the City's ordinances and to pay all fees in accordance with the City's fee schedule applicable to the year in which the permits are requested. Gateway represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed (if required) and has obtained all permits from all applicable federal and state agencies and governmental entities.
- d. Gateway shall be solely and completely responsible for conditions of the job site while working in the rights-of-way, including the safety of all persons and property under its reasonable control, or that of its subcontractors, during the performance of the Services.

2. CONSIDERATION.

- a. The City agrees to provide Gateway with the following:
 - i. The exclusive right to access the assigned rights-of-way for broadband service, to construct and operate fiber optics lines and equipment in the City rights-of-way, and to sell broadband service to residential and commercial customers in priority areas of the City as described in greater detail in the RFP ("Priority Areas") on a mutually agreed upon timeline. Priority Areas and the construction timeline, which shall not exceed three years, has been negotiated by the parties and is detailed on Exhibit C. Any changes to the Priority Areas or timeline must be agreed to in writing by authorized representatives of Gateway and the City.
 - ii. The right of first refusal to serve areas outside of Priority Areas ("Non-Priority Areas"). Upon written notice from the City, Gateway will have 45 days to agree to serve Non-Priority Areas. If Gateway agrees to serve these Non-Priority Areas, they will thereafter become Priority Areas for purposes of this Agreement. If Gateway does not provide written confirmation to agree to serve the requested Non-Priority Area within this 45-day period, then another provider may provide broadband service to residential and commercial customers for the requested area.
 - iii. The City's participation in identifying optimum placement of Gateway's above-ground equipment (e.g., cabinets) on public or private property.
- b. Gateway agrees to provide the City with the following:
 - i. Lease of dark fibers (the "City Fibers") or the delivery of broadband services, as applicable, at Gateway's sole cost and expense to the City facilities identified on Exhibit D attached hereto as part of the Priority Areas

and timeline established in Section 2.a.i. The City shall use the City Fibers only for its own benefit and will not sell or lease capacity on the City Fibers to third parties or resell or otherwise assign its rights in the City Fibers to third parties. Gateway shall maintain and repair the City Fibers to ensure they are in good operating condition and will provide the City with access to the City Fibers at mutually agreeable splice points. Gateway's obligations under this Section 2.b.1 shall survive any expiration or termination of this Agreement, other than by the City or Gateway under Sections 4.a or 4.b, respectively, and shall continue for so long as Gateway operates and maintains fiber optic infrastructure in the City's right of way.

- ii. Management Costs Escrow: A \$25,000 cash escrow (the "Management Costs Escrow") with its first right-of-way permit application, which shall be used by the City as security for any material defaults by Gateway of its obligations under this Agreement, and material compliance with all lawful orders, permits and directions of the City, that are not remedied after thirty (30) days prior written notice to Gateway. The City will provide notice and support for draws against the escrow each month. When the escrow balance falls below \$2,000, Gateway shall replenish the escrow to its original balance of \$25,000. Any balance remaining on the escrow will be returned to Gateway at the termination of the Agreement. The Management Costs Escrow shall not be used as payment for any permit fees required pursuant to any City ordinance.
 - iii. Restoration Costs Escrow: A \$50,000 cash escrow (the "Restoration Costs Escrow") with its first right-of-way permit application, which shall be used by the City to repair any damages to public or private property that are not remedied after five (5) days' written notice to Gateway, or such longer period of time as may be approved by the City Engineer, that is caused by Gateway or any subcontractor in the course of their work contemplated in this Agreement. When the Restoration Costs Escrow balance falls below \$2,000, Gateway shall replenish the escrow to its original balance of \$50,000. Any balance remaining on the Restoration Costs Escrow will be returned to Gateway at the termination of the Agreement.
3. TERM. The term of this Agreement is five (5) years from the Effective Date. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as stated herein.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon six months' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement.

- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or to submit a plan for cure that is reasonably acceptable to the other party.
 - c. Termination Due to Emergency. This Agreement may be terminated by the City immediately, with written notice, if the City's representatives determines that there have been multiple violations by Gateway of applicable regulations resulting in an emergency or imminent threat to public safety.
- 5. SUBCONTRACTORS. Gateway shall provide a list to the City of subcontractors that are used for any of the Services provided for in this Agreement. All subcontractors must be licensed by the City prior to starting work. During the Term of this Agreement, the City may object to any subcontractors for reasons such as, but not limited to, violations of the law or rules of this or other states or local governments, significant resident complaints that are verified by the City, failure to correct violations in a timely manner, or lack of insurance. If the City objects to a specific subcontractor and Gateway does not resolve the situation or provide adequate assurance regarding the subcontractor, then the subcontractor shall not be permitted to provide the Services under this Agreement. Gateway shall pay all subcontractors involved in the performance of Gateway's obligations under this Agreement in a timely manner.
- 6. STANDARD OF CARE. In performing the Services, Gateway 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 Gateway's undertaking herein or its performance of the Services.
- 7. INSPECTION OF WORK. All construction and installation in the City's right-of-way will be subject to inspection and examination by the City.
- 8. DELAY IN PERFORMANCE. Neither the City nor Gateway 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 or pandemics; 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 the City or Gateway 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.

9. CITY'S REPRESENTATIVE. The City has designated the City Administrator, or her designee, 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.
10. PROJECT MANAGER AND STAFFING. Gateway has designated Gabriel Schnelle and Brandon Ferngren 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. Gateway must notify the City in writing prior to or upon the replacement of these designated primary contacts.
11. INDEMNIFICATION.
 - a. Gateway and the City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Gateway and the City, they shall be borne by each party in proportion to its own negligence.
 - b. Gateway shall indemnify the City against legal liability for damages arising out of claims by Gateway's employees. The City shall indemnify Gateway against legal liability for damages arising out of claims by the City's employees or third parties related to the procurement process conducted in connection with the RFP or the rights Granted to Gateway by the City under this Agreement.
12. INSURANCE. During the performance of the Services under this Agreement, Gateway shall maintain the following insurance:
 - a. General Liability Insurance, with a limit of \$2,000,000 per occurrence.
 - b. Workers' Compensation Insurance in accordance with statutory requirements.
 - c. Automobile Liability Insurance, with a combined single limit of \$2,000,000 (each accident).

Coverages may be met with an Umbrella Policy that meets or exceeds the individual amounts required. Gateway shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the General Liability Insurance policy.

13. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by Gateway as part of the Services shall become part of the public records of the City, provided, however, that Gateway shall have the unrestricted right to their use. Gateway shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property, which shall be deemed confidential. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Gateway and may not be sold by the City.

14. 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 Jennifer Levitt
Or emailed: jlevitt@cottagegrovemn.gov

If to Gateway: Gateway Fiber Infrastructure, LLC
275 North Service Road, Suite 0
Wright City, Missouri 63390
Or emailed: todd.barfield@gatewayfiber.com

Notices are effective when actually received by the party designated above by personal delivery by overnight courier or by electronic mail, or 72 hours following deposit of a written notice in any United States Post Office sent by registered or certified mail postage prepaid. The addresses of the parties may be changed upon notice to the other party given as provided in this section.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable by a party without the prior written consent of the other party, which shall not be unreasonably withheld.
- b. Waiver. A waiver by either the City or Gateway 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 state court in Washington County.

- 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.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

GATEWAY FIBER INFRASTRUCTURE, LLC

Signed by:

Signature:

Chris Surdo

CAD055B2ADEE447...

Name:

Chris Surdo

Its:

President and CFO

Date:

5/13/2025

EXHIBIT A
CITY OF COTTAGE GROVE REQUEST FOR PROPOSAL FOR BROADBAND
DEPLOYMENT



CITY OF COTTAGE GROVE

REQUEST FOR PROPOSAL

Broadband Deployment

Date Issued: March 12, 2025

V1.R0

Proposal Submission Deadline: Monday, April 7, 2025, 8:00 a.m. CST

TABLE OF CONTENTS

Section 1: Overview	<u>3</u>
Section 2: Scope of Work	<u>12</u>
Section 3: Proposal Requirements	<u>14</u>
Section 4: Evaluation Criteria	<u>30</u>
Section 5: Submission Requirements	<u>32</u>
Section 6: Terms and Conditions	<u>35</u>
Exhibit A: Affidavit of Non-Collusion	<u>38</u>
Exhibit B: Permit Examples	<u>39</u>



1.0 OVERVIEW

The City of Cottage Grove recognizes the critical importance of reliable, affordable, high-speed internet in driving economic development and improving overall quality of life. To achieve this, the City seeks to contract with one or more providers to coordinate the construction and deployment of fiber optic infrastructure within Cottage Grove. This RFP represents an opportunity to play a key role in advancing digital infrastructure and ensuring the City's residents and businesses have access to world-class connectivity. Upon reaching agreement with a respondent(s) to this RFP, the City will not issue future right of way permits for broadband projects for at least five years. This would provide the chosen broadband partner(s) **exclusive rights to access the assigned rights of way for broadband services** to serve the City of Cottage Grove until at least 2030.

1.1 OBJECTIVE

The objective is to invite qualified providers to:

- Design, engineer, deploy, and operate a comprehensive broadband network,
- Align construction efforts with the City's established timelines to minimize community disruption and optimize resource utilization resulting in efficient project execution,
- Ensure fiber optic connectivity to properties that respondent's infrastructure passes by within the city limits of Cottage Grove,
- Avoid multiple contractors working simultaneously or repeatedly in the same areas.

As a result of this process, the City seeks to reach an agreement with a qualified provider or providers that incentivize the provider to deploy fiber optics citywide or through as many areas of the City as possible.

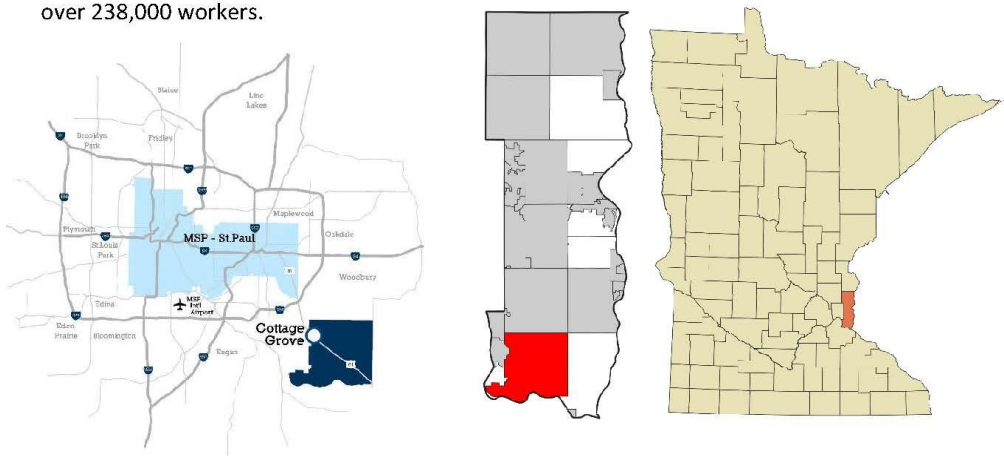


1.2 CITY OF COTTAGE GROVE OVERVIEW

The City of Cottage Grove is dedicated to enhancing the quality of life for its residents, creating a thriving environment for businesses and tourism, and fostering a diverse workforce to help companies attract and retain top talent. These priorities shape the city's mission to build a vibrant, inclusive, and sustainable community for both residents and businesses. Home to successful companies such as 3M, Renewal by Andersen, and Up North Plastics, Cottage Grove offers excellent opportunities for businesses. In addition, the City is experiencing constant residential growth. Whether you are looking to establish a presence in the city's 600-acre business park, commercial properties, or in residential neighborhoods, the Cottage Grove City staff is committed to making the implementation and deployment process seamless and supportive.

1.3 LOCATION

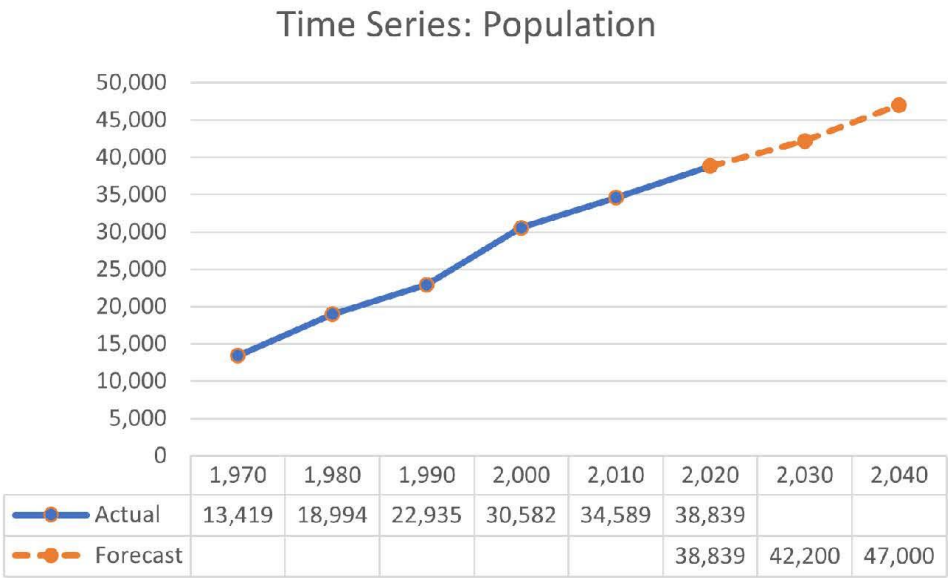
Cottage Grove is a growing community in the Southeast Twin Cities metropolitan area. Located in Washington County, Minnesota, the city spans approximately **37 square miles**. Situated close to St. Paul, our residents and businesses can take advantage of convenient access to urban opportunities while enjoying the recreational amenities, open spaces, high-quality schools, and close-knit community that Cottage Grove offers. Cottage Grove is within a 25-minute drive of over 238,000 workers.



1.4. POPULATION

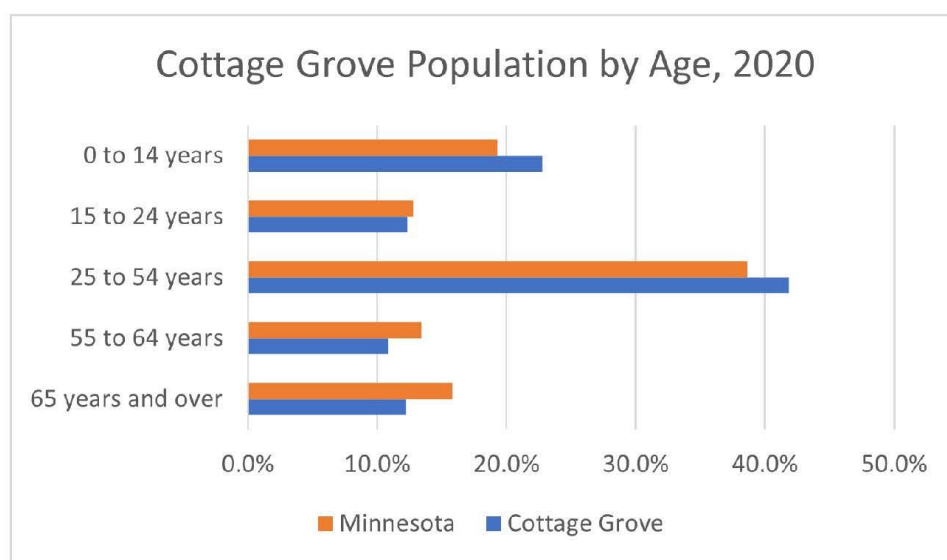
The Metropolitan Council's most recent estimate in May of 2023 showed a total population of **41,027**. The city includes 14,422 households, with an average of 2.88 persons per household.

The City of Cottage Grove has seen rapid growth since 1970 and forecasts for our community show continued growth well into the future. The population figures in the graphic below come from the U.S. Census' American Community Surveys. The projected growth totals are from the regional planning body of Minnesota, Metropolitan Council, which oversees planning for the Twin Cities metropolitan region.



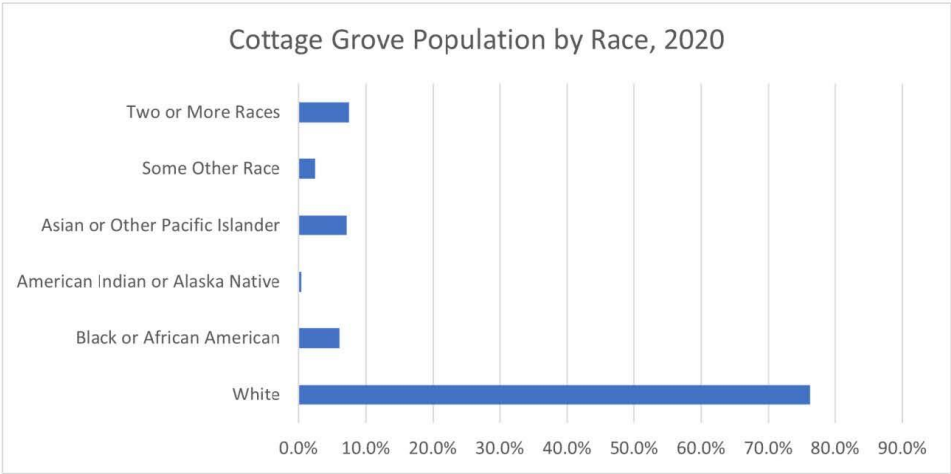
1.5. AGE

The City of Cottage Grove is a young growing community that people call home to raise their families. The median age of the community is **36.5** compared to the state at 38.1. With a higher percentage of Gen X than the State of Minnesota, many continue to move to Cottage Grove to live and work. The figure shows the per capita population of age groups in the City of Cottage Grove compared to Minnesota.



1.6. RACE

The State of Minnesota continues to become a more diverse population, and the City of Cottage Grove is a part of that trend. The data is a per capita percentage of the racial and ethnic composition of the City of Cottage Grove.



Source: U.S. Census 2016 to 2020 American Community Survey (ACS).



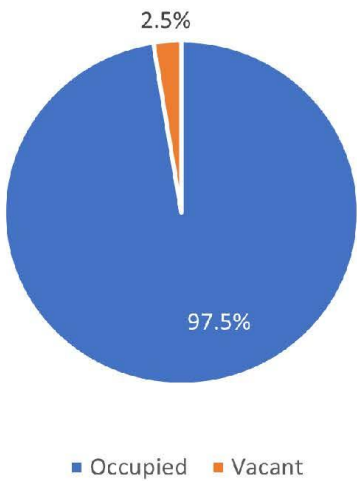
1.7. HOUSING

The total number housing units in Cottage Grove is **14,422** according to Metropolitan Council's May of 2023 estimates.

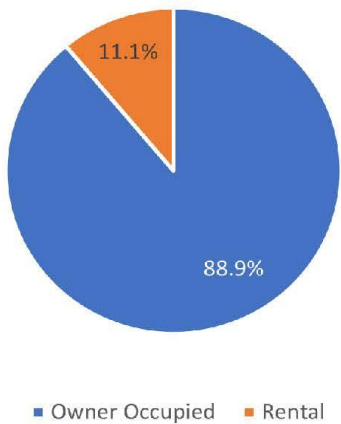
Cottage Grove has seen a rapid growth in housing to go along with its population. In 2021 there were 574 residential building permits issued. Moving forward, the City of Cottage Grove continues to make housing and create a diverse range of housing available to all its existing and future residents.

The total number of owner-occupied units is **11,953**. This is data on owner-occupied housing, which is defined as a unit in which the owner or co-owner that lives in the unit even if it is mortgaged or not fully paid for. Most owner-occupied units in Cottage Grove are single-family homes with attached garages.

Occupied vs Vacant



Owner Occupied vs Rental

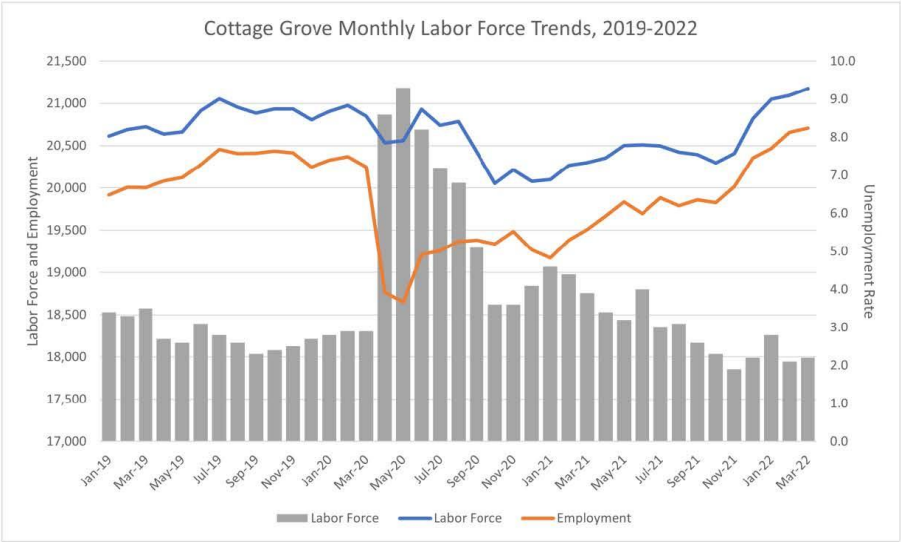


1.8. ECONOMY

The City of Cottage Grove values our businesses and values the importance of our businesses to our economic prosperity. Included are key indicators for the City of Cottage Grove. From employment, labor force, unemployment rate to income all the statistics point to a prosperous and growing community.

1.9. EMPLOYMENT

The civilian labor force was 20,371 in 2021. The City of Cottage Grove has a number of large public and private employers in the community. These businesses provide excellent wages and continue to be successful, which is why the employment in Cottage Grove continues to grow.

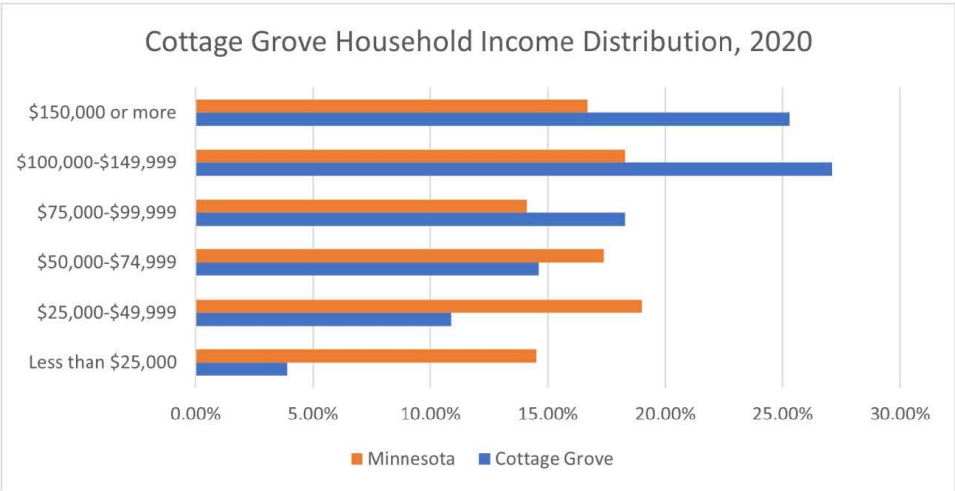


Sources: Minnesota Department of Employment and Economic Development, Labor Market Information, Local Area Unemployment Statistics (LAUS) Data



1.10. INCOME

In **2023**, the median household income was **\$121,452**, with 2.2% of the population living below the poverty line. The median household income in Cottage Grove was \$102,600 in 2020.



The U.S. Census Bureau defines income the income received on a regular basis (exclusive of certain money receipts such as capital gains and lump-sum payments) before payments of personal income taxes, social security, union dues, Medicare deductions, etc. Source: U.S. Census 2016 to 2020 American Community Survey (ACS).

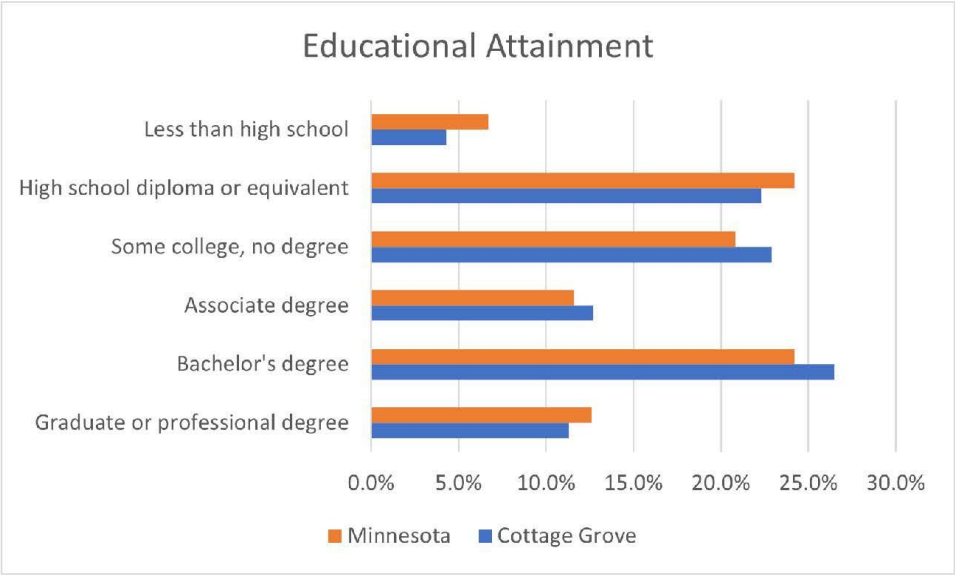
1.11. WORKFORCE

In 2021, Cottage Grove supplied **9,559** jobs. Cottage Grove's proximity to 494, Interstate 94, and 35E in addition to its lack of traffic congestion make it easy for workers to commute to Cottage Grove from all around the Twin Cities and outlying areas. The total workforce within 30 miles is 390,000. Cottage Grove's southeast metro location allows businesses here to draw from a labor pool of over 359,000 workers including employees from the heart of the metro area as well as from nearby rural areas.



1.12. EDUCATIONAL ATTAINMENT

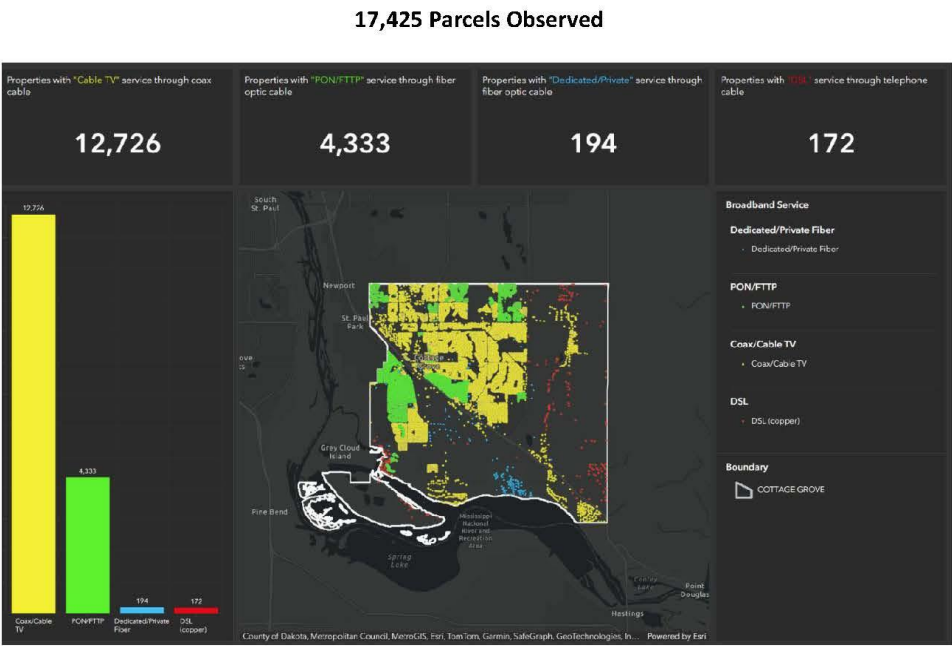
Cottage Grove's labor pool is highly educated and comes from a diverse background of training from technical to bachelor's degrees. The City of Cottage Grove has the trained staff needed for a variety of businesses.



Sources: U.S. Census 2016 to 2020 American Community Survey (ACS) and Minnesota Department of Employment and Economic Development.



1.13. EXISTING TELECOM OBSERVED – NOVEMBER 2024



- End of Section



2.0. SCOPE OF WORK

2.1. FIBER OPTIC DEPLOYMENT

- Deploy a fiber-to-the-premise (FTTP) network, avoiding the use of wireless, twisted pair, or coaxial cabling in the outside plant.
- Provide fiber service and connectivity to all City-operated facilities.
- Attend monthly meetings with the City during design, and every two weeks during active construction, to ensure close collaboration with City staff for permitting, construction schedules, and resolution of issues.

2.2 SERVICE CAPABILITIES

- Provide a detailed list of broadband services to be offered.
- Confirm the technical ability to deliver symmetrical internet speeds of 10 gigabits per second (10 Gbps) or more.
- Provide a list of internet exchanges that your network connects Cottage Grove via direct optical fiber links.
- Provide anticipated uptime for each service offering. Examples include:
 - Discounted Service: “Best Effort,”
 - Residential: 99.9% (three nines),
 - Business: 99.99% (four nines),
 - High Availability: 99.999% (five nines).

2.3 SHARED INFRASTRUCTURE

Preference will be given to proposals that facilitate other providers utilizing the respondent’s ducts, dark fiber, network, and other infrastructure. Provide the City with details of your capacity available for leasing to other organizations.



2.4 COMPREHENSIVE COVERAGE

- Develop a network capable of serving all priority areas within Cottage Grove at a minimum.
- Demonstrate an approach to providing FTTP infrastructure to all properties your service passes by.
- Ensure that your design incorporates sufficient ducts and dark fiber to accommodate up to five years of network growth without additional excavation and additional points will be given to proposal that accommodate capacity for leasing ducts and/or fiber to other providers.

2.5. PERMITTING:

The City of Cottage Grove provides detailed guidelines for telecommunications permitting submissions. For more information, reference Exhibit B herein and visit the official City website: cottagegrovemn.gov.

- End of Section



3.0 PROPOSAL REQUIREMENTS

Cottage Grove seeks responses that prioritize operational safety, minimize public and business disruptions, ensure the rapid resolution of issues, and demonstrate a strong commitment to collaboration with City staff. Please address the requirements outlined in this section to meet these expectations.

3.1 PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services.

3.2. ORGANIZATION OVERVIEW

Background, mission, and experience in fiber optic deployment and broadband services.

3.3. PROJECT TEAM

Submit resumes or qualifications of all key personnel/support staff that will produce work product for the proposed services. Describe their qualifications, education, and professional licensing.

3.4 SIMILAR PROJECTS

Provide detailed examples of projects similar in scope and scale to the proposed work. Include:

- Project name and location,
- Description of the scope of work,
- Timeline and duration,
- Key challenges and how they were addressed.

3.5. GOVERNMENTAL EXPERIENCE

Provide three references from governmental organizations. Include:

- Name of the governmental entity,
- Contact person and title,
- Phone number and email address.



3.6. PUBLIC EXPERIENCE WITH SERVICE RELIABILITY AND RESPONSIVENESS

Provide three references or testimonials demonstrating the public's experience with your service reliability and responsiveness to issues. Include:

- Customer or organization name,
- Contact person and title (if applicable),
- Phone number and email address,
- Examples of how your organization ensured reliable services and resolved issues.

3.7. COMMUNITY ENGAGEMENT

Submit a structured community engagement plan that ensures clear and timely communication with residents and businesses within the project areas. The plan should outline methods for informing the community about the project scope, timeline, and benefits, as well as avenues for addressing inquiries and concerns. Proposals should include details on public outreach efforts such as informational meetings, mailers, digital notifications, and a dedicated project website.

3.8. SERVICE OFFERINGS

Provide list and locations of services to be provided. Provide customer service details that allow potential customers or existing customers to order services within the City of Cottage Grove.

3.9. TECHNICAL APPROACH

- Provide technical contact information,
- Follow posted permitting standards,
- Identify and show plan for working within rights-of-way (ROW) and easements.

3.10. INFRASTRUCTURE PLAN

Provide your approach to deploying a fiber-to-the-premise (FTTP) infrastructure. Ensure access by other organizations to your infrastructure such as ducts, fiber, and network.



3.11 SPECIFICATIONS

Provide a sample schedule of materials including: make, model, part number and description.

Provide a total project cost estimate.

3.12. COMPLIANCE ASSURANCE

- Commit to working closely with City staff by attending project meetings every month during design and every two weeks during construction, maintaining open and effective communication, and providing exceptional project management throughout the duration of the project.
- Acknowledge your commitment to ensuring right-of-way safety, adhering to restoration standards, meeting City timelines, and resolving issues raised by the public or City staff promptly.
- Align construction efforts to ensure efficient project execution while minimizing disruptions to residents and businesses.
- Coordinate with other private and public utilities to avoid conflict within any right-of-way or easement.
- Confirm adherence to all applicable local, state, and federal regulations to maintain compliance throughout the project.

3.13. APPROACH TO RAPID RESTORATION

Provide a comprehensive strategy outlining the prioritization and methodology for restoring areas disrupted during construction activities. This section should detail the proposed timeline for restoration, materials and techniques to be used, coordination with relevant stakeholders, and any proactive measures to mitigate disruption to residents, businesses, and infrastructure.

3.14. RESPONSIVENESS TO COMPLAINTS

Describe your organization's protocol for handling and resolving complaints from the public and City staff in an efficient and transparent manner. Provide examples of prior successful complaint resolution strategies and any technology or platforms used to enhance responsiveness.



3.15. INCIDENT REPORTING:

Submit a list of injuries and/or damages that have occurred within the past five years during work in right-of-way areas by your organization or subcontractors, including details of the incidents and measures taken to prevent recurrence.

3.16. LITIGATION

Provide litigation history for any claims filed by your organization or against your organization related to the provision of broadband services in the last five (5) years. If none, respond “None.”

3.17. OTHER INFORMATION

Provide any other information that would be relevant to working with the City on a broadband improvement effort for its residents and businesses. The City welcomes any creative ideas supporting broadband service availability, affordability, reliability, and adoption.

3.18. TIMELINE

Coordinate with the City timetables and proposed project milestones and dates. Construction is permitted from 7am to 7pm Monday-Friday and 7am to 9pm on Saturday – with approval from the City Engineer. The city will provide advance notice of periods during which construction is prohibited due to community events, holidays, or other designated occasions. The table below outlines the permitting windows for telecommunications infrastructure construction.

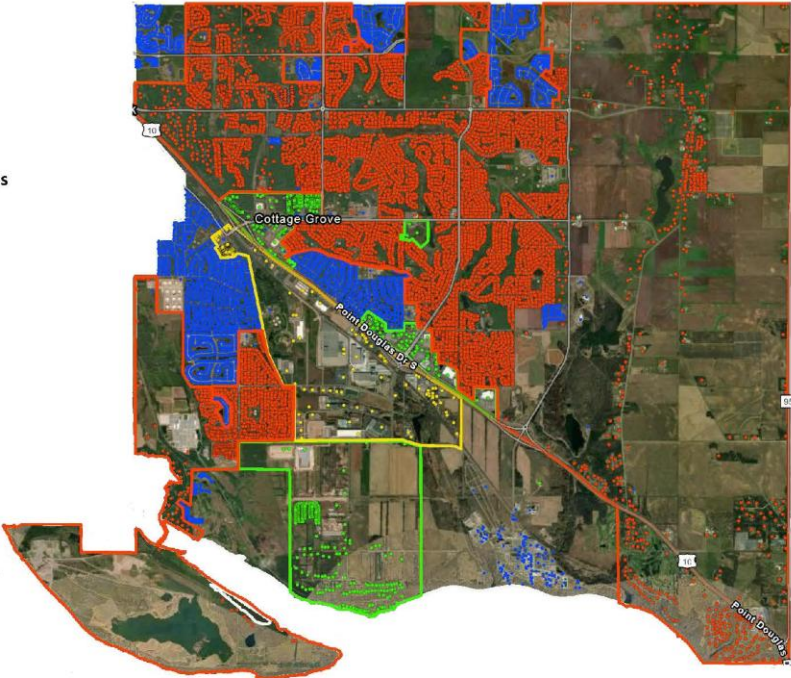
Priority	Construction Windows
1 st Priority	May 2025 – December 2025
2 nd Priority	January 2026 – December 2026
3 rd Priority	May 2025 – December 2027

- End of Section



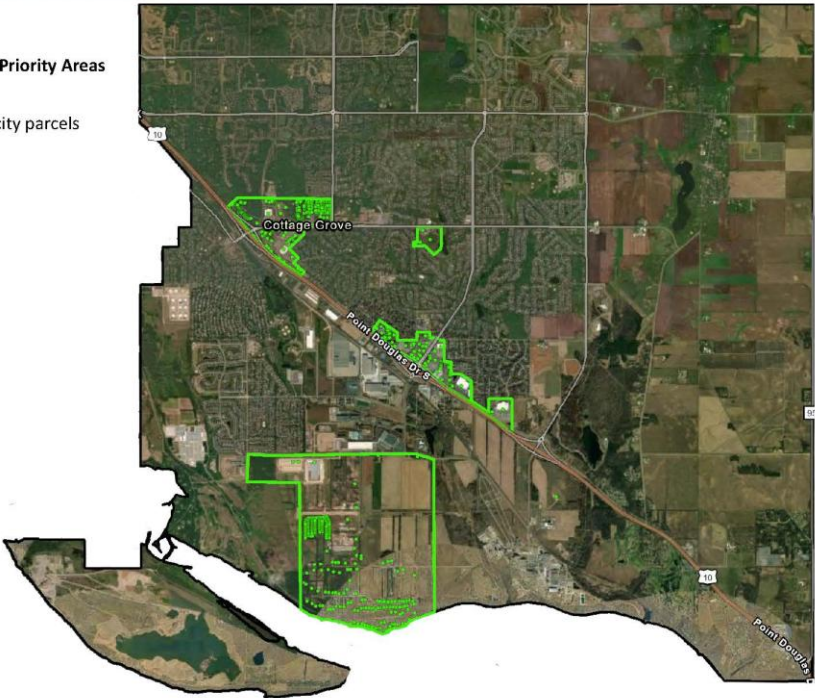
3.19 PRIORITIZED AREAS

- First Priority Areas**
1,271 parcels
7.3% of total city parcels
- Second Priority Areas**
408 parcels
2.3% of total parcels
- Third Priority Areas**
11,627 parcels
65.5% of total parcels
- Existing Fiber**
4,333 parcels with PON
23.8% of total parcels
194 parcels dedicated
1.1% of total parcels



3.20 FIRST PRIORITY AREAS

First Priority Areas
1,271 parcels
7.3% of total city parcels



3.21 FIRST PRIORITY 80TH STREET



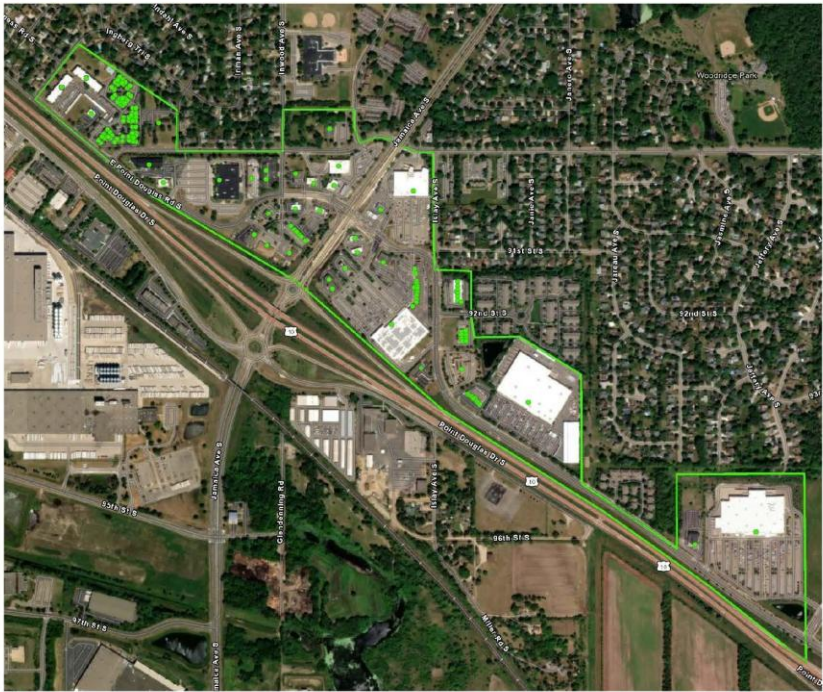
Section 3: Proposal Requirements
Page 21 of 42

3.22 FIRST PRIORITY WATER TREATMENT



Section 3: Proposal Requirements
Page 22 of 42

3.23 FIRST PRIORITY JAMAICA AVE S



Section 3: Proposal Requirements
Page 23 of 42

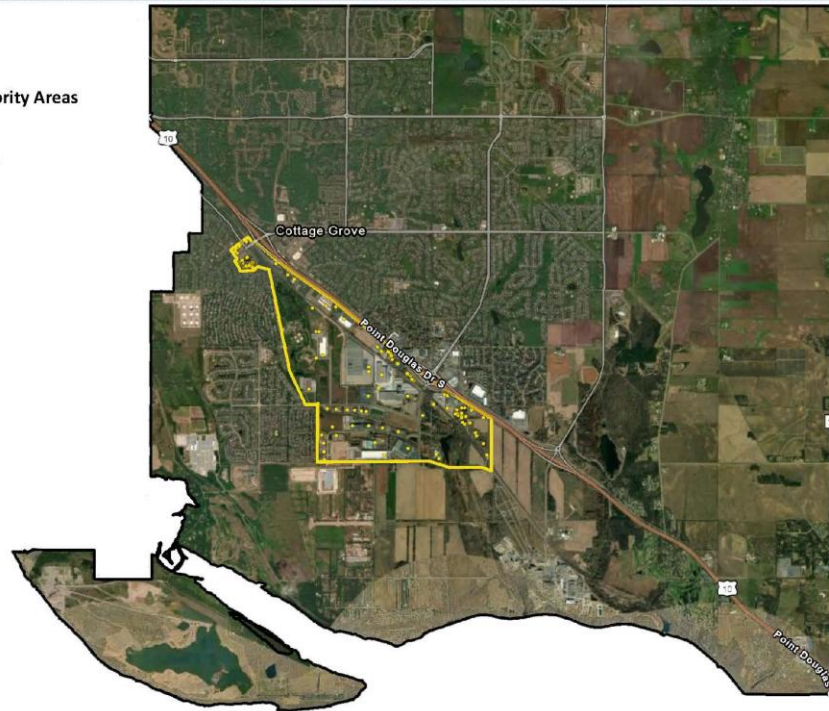
3.24 FIRST PRIORITY 100TH STREET SOUTH



Section 3: Proposal Requirements
Page 24 of 42

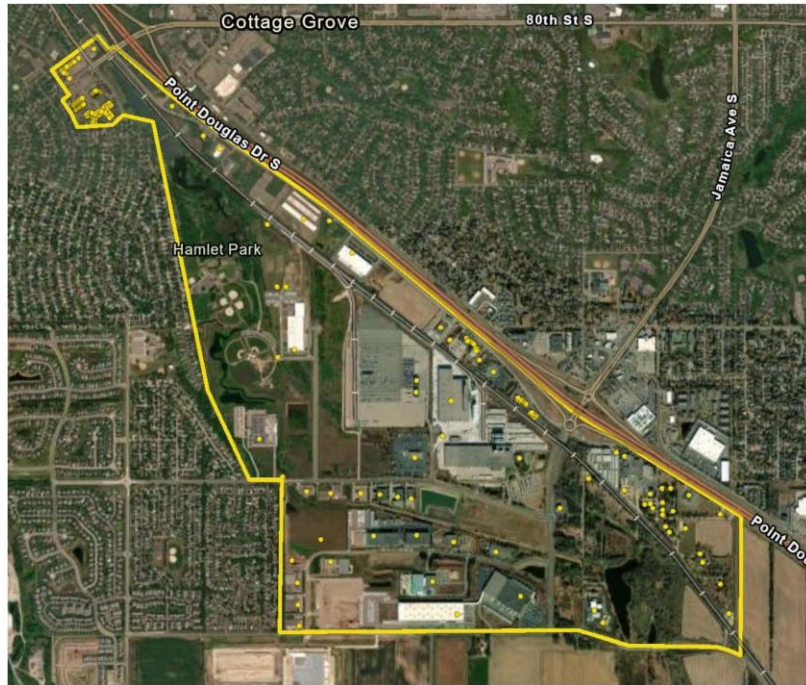
3.25 SECOND PRIORITY

 **Second Priority Areas**
408 parcels
2.3% of total parcels



Section 3: Proposal Requirements
Page 25 of 42

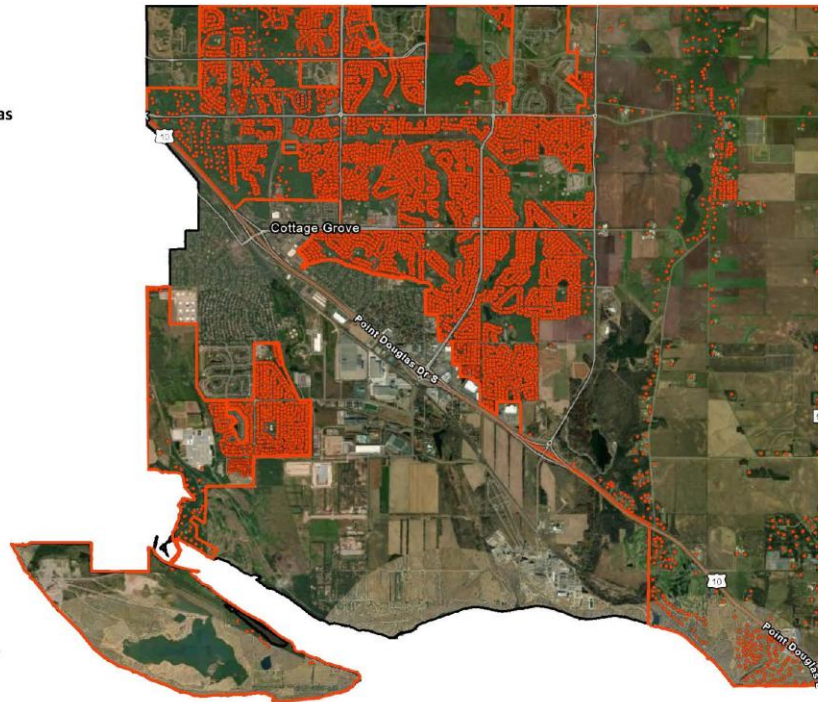
3.26 HAMLET PARK



Section 3: Proposal Requirements
Page 26 of 42

3.27 THIRD PRIORITY

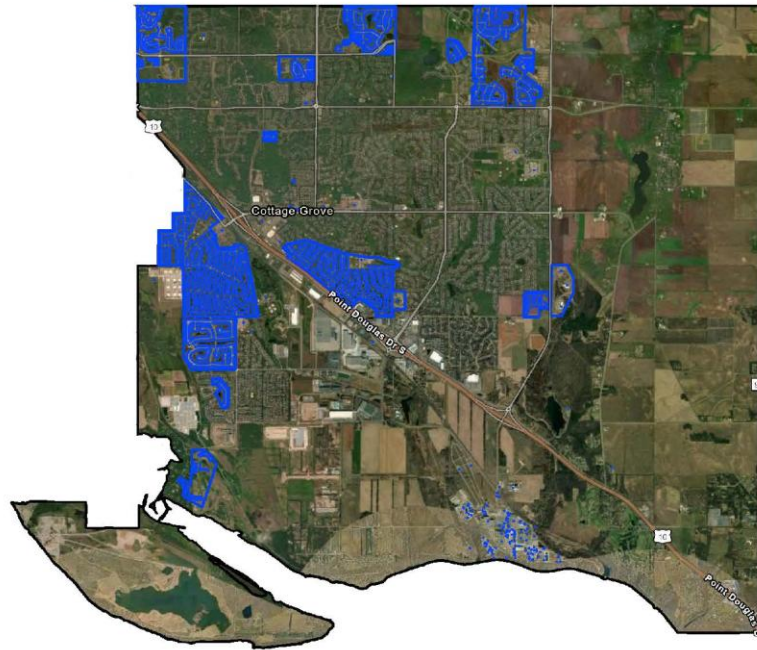
 **Third Priority Areas**
11,627 parcels
65.5% of total parcels



Section 3: Proposal Requirements
Page 27 of 42

3.28 EXISTING FIBER SERVICES

 **Existing Fiber**
4,333 parcels with PON
23.8% of total parcels
194 parcels dedicated
1.1% of total parcels



-End of Section



Section 3: Proposal Requirements
Page 28 of 42

4.0 EVALUATION CRITERIA

During the evaluation process, the City of Cottage Grove reserves the right to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

It is the City's intent to select a Proposer best demonstrating competence and professional qualifications to perform the Scope of Work. Certain Proposers may be required to make a brief presentation and oral interview. The successful Proposer(s) will be selected by the City Council based on information provided in the RFP, in-person presentations, if any, and the results of the City's research and investigation.

Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If the City is unable to reach agreement with the selected Proposer, the City will proceed, at its sole discretion, to negotiate with any other Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City, including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.



4.1 CRITERIA

Proposal evaluation will be based in whole or in part on the following criteria:

Criteria	Potential Score
Alignment with City goals, objectives, phasing and timelines.	20 Points
Services offered to business, residences and municipal facilities.	10 Points
Specify your service uptime capabilities for residential, business, and high availability.	10 Points
Commitment to providing infrastructure and network access to others.	10 Points
Experience, qualifications, innovation, and community engagement strategy.	30 Points
Understanding of City permitting requirements and commitment to meet with staff.	20 Points

-End of Section



5.0 SUBMISSION INSTRUCTIONS

5.1 NOTICE

NOTICE IS HEREBY GIVEN that the City of Cottage Grove (“City”) is seeking proposals from qualified organizations (“Respondent”) for the deployment of fiber optic broadband capable of serving the City’s priorities, at a minimum, with fiber optic broadband services. Deployment shall be compliant with the City of Cottage Grove’s timelines.

Proposals will be received until **8:00 am, Monday, April 7, 2025.**

5.2. ANTICIPATED RFP TIMELINE

The dates are tentative, and City retains the sole discretion to adjust the schedule at any time.

Event	Time (all times are CST)
Request for Proposal Released	March 12, 2025
Pre-Proposal Web Conference	March 19, 2025, 2:30 p.m.
Request for Information Deadline	March 27, 2025, 4:00 p.m.
Clarifications Issued	March 31, 2025, 12:00 p.m.
Deadline for Proposal Submission	April 7, 2025, 8:00 a.m.

5.3. DOWNLOADS

Interested proposers may download the Request for Proposals (“RFP”) at the City’s website, <https://www.cottagegrovemn.gov/774/Request-for-Proposal-Fiber-Optic>.



5.4. FAMILIAR

Proposers are encouraged to visit the proposed work area to assess local conditions that may impact on the project. Additionally, proposers should familiarize themselves with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes relevant to the work.

5.5. PREPROPOSAL MEETING

Proposer's can attend a "**non-mandatory**" preproposal meeting to be held on Wednesday, March 19, 2025, 2:30 p.m. CST. The web conference will be held via Microsoft Teams <https://teams.microsoft.com> <https://teams.microsoft.com>. Meeting ID: 230 147 909 044
Passcode: p3qb36KM. Failure to attend this meeting will not preclude a Respondent from submitting a proposal. Attendance at the pre-proposal meeting is encouraged but not required to submit a proposal.

5.6. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing. To ensure a response, questions must be received in writing by the Request for Information deadline. Direct all inquiries to:

Kyle Moorhead
Principal Consultant
Hometown Fiber
kyle@yourhometownfiber.com

5.7. SUBMISSION DEADLINE

The proposal must be received no later than the deadline for proposal submission. It is solely the responsibility of the Proposer to see that its proposal is properly submitted in proper form and prior to the stated deadline. Proposers shall be solely responsible for informing themselves with respect to the proper submission process. Failure of the Proposer to successfully submit a proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.



5.7. SIGNATORY(S)

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer. If two or more signatures are required, include the following information for all signatories: Full Name, Title, Business Address, Email Address, Phone Number.

5.6 SUBMISSION

Submit proposals electronically in a PDF format to:

Genevieve Tester
Graduate Engineer
City of Cottage Grove
gtester@cottagegrovemn.gov

5.7 MAPS

Provide a GIS Shapefile, KMZ, or another mapping format for the area of desired expansion.

- End of Section



6.0 TERMS AND CONDITIONS

6.1. NON-COLLUSION DECLARATION

A Non-Collusion Declaration is required. Please reference Exhibit A herein.

6.2. CONFLICT OF INTEREST DISCLOSURE

The proposer understands that any and all relationships with organizations that may submit bids for projects developed under this proposal and will require full disclosure of any direct or indirect conflicts of interest, monetary interests, relationships, and the nature of any relationships with any related project(s).

6.3. DEVIATIONS FROM THE RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP. If any exceptions are taken, such exceptions must be clearly noted and may be reason for rejection of the proposal.

6.4. CONFIDENTIALITY OF PROPOSAL

Proposals submitted in response to this RFP shall be held confidentially by the City and shall not be subject to disclosure until after either the City has selected a successful Proposer, or the City has rejected all proposals.

All correspondence with the City, including responses to this RFP are considered City data under the Minnesota Government Data Practices Act, Ch. 13. If the Proposer declares any data contained in its proposal to be confidential, proprietary and trade secret data, the Proposer should identify which information is covered under this classification and the City shall maintain the data accordingly.



6.5. AMENDMENTS TO THE RFP

The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

6.6. AMENDMENTS TO PROPOSALS

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to the City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline for receiving proposals.

6.7. NON-RESPONSIVE PROPOSALS

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

6.8. CANCELLATION OF RFP

The city reserves the right to cancel this RFP at any time prior to the award without obligation in any manner for any and all costs associated with this RFP.

6.9. COSTS FOR PREPARATION

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

6.10. PRICE VALIDITY

Prices provided by Proposers in response to this RFP are valid for **90 calendar days** from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.



6.11. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the City to approve any proposal. City expressly reserves the right to postpone the proposal process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

6.12. RIGHT TO NEGOTIATE

City reserves the right to negotiate any price or provision, tasks or services, accept or reject any part or all of any proposals, waive any irregularities, whenever, in the sole opinion of City, such action shall serve its best interests. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

6.13. NON-DISCRIMINATION

The City does not discriminate based on race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for a proposal or an award of contract.

6.14. PROTESTS

By submitting a proposal, the proposer shall be deemed to have waived all rights to challenge the City's method for awarding or any discrepancy in the process or documents.

6.15. WAIVER

Any person that: has not directly submitted a bid or proposal; is not responsible or qualified; failed to submit a responsive proposal; or is otherwise ineligible; is otherwise not beneficially interested, shall be deemed to have waived the right to protest. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

- End of Section



EXHIBIT A. AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION STATE OF _____ COUNTY OF _____ I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person, not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Signature



Bidder Signature

Title

Company

Bidder Printed Name



Exhibit A
Page 37 of 42

[illegible]

Exhibit B
Page 38 of 42

EXHIBIT B. PERMIT EXAMPLES KEY SHEET

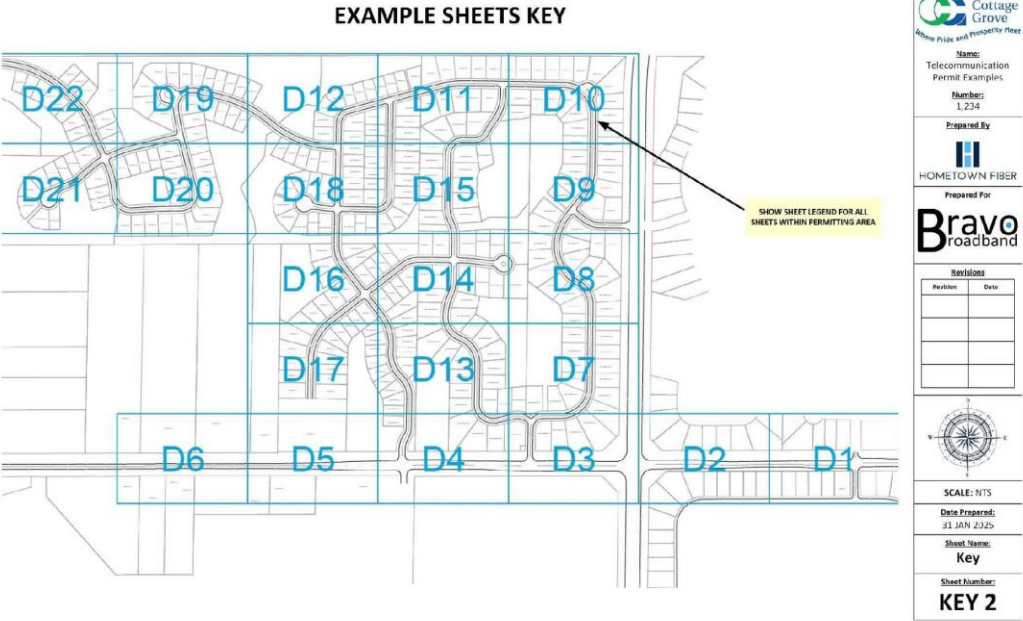
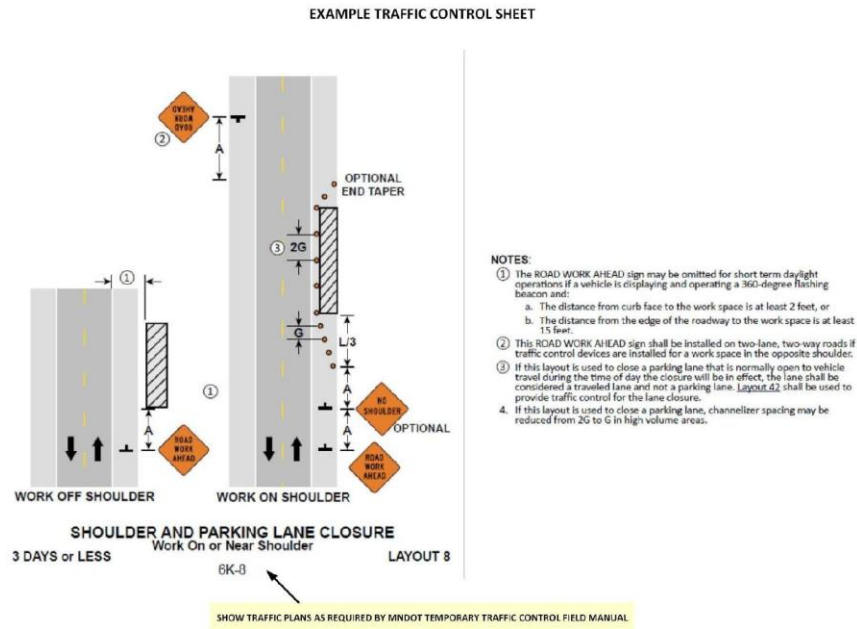


EXHIBIT B. PERMIT EXAMPLES TRAFFIC CONTROL





Cottage
Grove
Water, Power and Property Dept.

Name:

Telecommunication
Permit Examples

Number:

1,734

Prepared By:


HOMETOWN FIBER

Prepared For:


Bravo
Broadband

Revisions

Revision	Date



SCALE: NTS

Date Prepared:

31 JAN 2025

Sheet Name:

Traffic Control

Sheet Number:

TCP 4



EXHIBIT B

GATEWAY PROPOSAL



COTTAGE GROVE REQUEST FOR PROPOSAL

****This proposal is considered confidential, proprietary, and trade secret. Some specific elements noted throughout are particularly and expressly confidential, and we ask that those denoted sections be treated as such in accordance with section 6.4 of the request for proposal****

ORGANIZATION OVERVIEW

At Gateway Fiber, our mission is to positively impact the communities we serve through a better internet. Bringing multi-gig fiber broadband to the City of Cottage Grove would be an ideal market for us to fulfill that mission. We are an internet service provider with strong roots in Minnesota, currently offering service to over 135,000 homes and businesses in over 40 communities across multiple states, including 23,000+ homes in Minnesota.

Key facts about Gateway Fiber:

- Founded in 2019, Gateway is a national FTTX platform serving residents, businesses, and school districts across 25 states.
- Currently serving over 135,000 homes and businesses across markets in Missouri, Minnesota, Massachusetts, and Kansas with many others on the horizon.
- Our E-Rate business has contracted and installed over 232 fiber WANs (private and open access Wide Area Networks) to serve school districts in 23 states.
- Awarded over \$37M in government grant funding to bring fiber broadband to underserved and unserved areas of Missouri.
- Delivering a fairer, friendlier, faster internet experience.
 - **Fairer:** Simple, transparent, and affordable pricing with no installation fees, data caps, contracts, or equipment costs. No promotional pricing that inflates over time, data caps, contracts, or equipment costs. No promotional pricing that inflates over time.
 - **Friendlier:** Industry-leading Net Promoter Score (NPS) of 71 (measure of a customer's likeliness to recommend Gateway Fiber to a friend). ISP industry average hovers around 10. Google Review rating of 4.6 out of 5 stars.
 - **Faster:** Multi-gig, symmetrical offering with a lower cost per megabit to the customer.
- Capitalized with long-term financial sponsor CBRE Investment Management that has committed capital for this project.
- Industry-leading damage prevention and safety processes.

PROJECT TEAM

Gateway Fiber has the capabilities and resources necessary to execute the project with deep knowledge of broadband network design, deployment, operations, and maintenance through our Leadership Team's 20+ year involvement with every technical aspect of a network's lifecycle. The Team's involvements include leading utility engineering and construction, network design and implementation, marketing and sales, customer support, and financial management, which



has fueled the organization to execute on the successful deployment of networks across numerous other service areas.

Capabilities of Gateway Fiber include, but are not limited to:

- Engineering & Construction Capabilities
 - Through an ongoing partnership with construction providers, Gateway has deployed FTTH infrastructure in multiple states. Missouri markets include: Dardenne Prairie, Hawk Point, Josephville, Lake St. Louis, Marthasville, Moscow Mills, O'Fallon, Old Monroe, St. Charles, St. Paul, St. Peters, Troy, Union, Warrenton, Washington, Wentzville, Winfield, and Wright City. Current Minnesota markets include Blaine, Brooklyn Park, Champlin, Coon Rapids, Maple Grove, and Plymouth, with several more slated for construction in 2025. Gateway has also begun construction of aerial networks in Massachusetts with current deployment in Northampton, Gardner, and Pittsfield with numerous other markets in the analysis and prospecting phase.
- Network Capabilities
 - Gateway Fiber Network Engineering team currently supports over 35k active customers and growing. We leverage active monitoring software, a third-party Tier 1 trouble support vendor, and a 24x7x365 on-call staffing model to maintain our fully redundant network to 99.98% uptime. New network deployments are carefully planned out from budgeting, sourcing material, engineering the fiber build, aligning contractors and internal resources to project completion and lit services being delivered. Throughout the aforementioned process, the Network Engineering team is actively installing new equipment, coordinating construction timelines, and providing lit service dates to sales and customer service. This process of active participation ensures builds are completed on-time and on-budget for Gateway Fiber subscribers and stakeholders.
- Marketing & Sales Capabilities
 - To help spread the word about the company's services, Gateway Fiber employs a complete in-house marketing team, including a Chief Customer Officer, Senior Marketing Manager, Marketing & Communications Manager, PR & Communications Manager, and Social Media Manager, and Community Events Manager.
 - The sales team comprises 30-40 sales professionals inclusive of MDU, commercial accounts, and contracted door-to-door residential sales representatives focused on generating/converting leads.
- Customer Service & Installation Capabilities
 - Gateway Fiber has created a localized customer service model to support these communities throughout the deployment, installation, and maintenance of the network.
 - Gateway Fiber currently has an in-house installation team that completes the in-home installations.
- Financial Planning & Analysis Capabilities



- Gateway Fiber has a fully in house FP&A and Accounting department with decades of experience of planning and managing financial performance and results of multimillion dollar capital projects. Gateway's Finance department has been a critical member of Gateway's successful awarding, administration, and deployment of \$37M of Grant funding to support the deployment of FTTH infrastructure in the State of Missouri.
- Key Personnel – Abbreviated resumes for the following individuals that will be involved with this project are enclosed and attached.
 - Chris Surdo, MBA – President & Chief Executive Officer
 - John Meyer MBA – Chief Customer Officer
 - Nathan McIntyre – Chief Information Officer
 - Craig Ceranna – Chief Financial Officer
 - Todd Barfield, J.D. – Chief Legal Officer
 - Jason Johns – Senior Vice President, Network Deployment
 - Jim Rosema, MBA – Senior Vice President, Customer Operations
 - Sarah Lang, MA – Senior Vice President, Market Growth
 - Dan Tlapek, CPA, MA – Vice President, Financial Planning & Analysis
 - Derek Leffert, MBA – Head of Government Affairs
 - Kirk Thoeke – Director of Engineering

SIMILAR PROJECTS

****Confidential & Proprietary****

Blaine, Minnesota

- 9,000+ current residential and business locations served
- 17,000 – 24,000 total passings planned
- Three-year build timeline
- Challenges include accurate and on time utility locates and permitting obstacles and limitations. To address these, project managers have held weekly meetings with contract locating personnel to align on build schedules and we have worked with municipalities to scale permitting applications to available resources.

Brooklyn Park, Minnesota

- 3,000+ current residential and business locations served
- 13,000 – 18,000 total passings planned
- Three-year build timeline
- Challenges include accurate and on time utility locates and permitting obstacles and limitations. To address these, project managers have held weekly meetings with contract locating personnel to align on build schedules and we have worked with municipalities to scale permitting applications to available resources.

Champlin, Minnesota

- Nearly 5,000 current residential and business locations served
- 6,000 – 9,000 total passings planned
- Two-year build timeline



- Challenges include accurate and on time utility locates and permitting obstacles and limitations. To address these, project managers have held weekly meetings with contract locating personnel to align on build schedules and we have worked with municipalities to scale permitting applications to available resources.

GOVERNMENTAL EXPERIENCE

Blaine, Minnesota

Contact: Jason Sundeen, Senior Engineering Technician

Phone: 763-286-5630

Email: jsundeen@blainemn.gov

Brooklyn Park, Minnesota

Contact: Craig Runnakko, City Engineer

Phone: 763-493-8109

Email: craig.runnakko@brooklynpark.org

Northampton, Massachusetts

Contact: Alan Wolf, Chief of Staff to Mayor Sciarra

Phone: 413-587-1067

Email: awolf@northamptonma.gov

PUBLIC EXPERIENCE WITH SERVICE RELIABILITY AND RESPONSIVENESS

Gateway Fiber enjoys an industry leading NPS score, based on how likely customers are to refer Gateway to a friend. Additionally, Gateway Fiber also has a nearly perfect score across all markets on Google Reviews. Here are a few comments from residential and business customers.

Residential:

- "Unlike some companies Gateway actually answers the phone with someone live. So far, I only have had positive experiences with Gateway. Keep it up." - Ronald Humbert, ronhumbert@yahoo.com, 612-280-8039
- "Switched from Xfinity. Installation was very straightforward, and installers were courteous and quick. Speeds are much better than before, and since we already had a mesh setup here, we didn't need to switch anything except the modem. Real life human available for support. So much easier than dealing with Xfinity. What a relief! Really great so far." - Matthew Larsen, larsensmith254@gmail.com, 413-695-7457
- "I recently switched from Comcast to Gateway Fiber at my home in Maple Grove, MN, and I couldn't be happier with the change. Gateway offers twice the speed at half the price—it's an incredible value. I rely on my internet for work, streaming, and running my camera systems, and the connection has been great for all of it. What really sets Gateway apart, though, is their customer service. Actual people answer the support calls, and they're genuinely helpful. Switching to Gateway Fiber was one of the best decisions I've made!" - Jim Nonn, jnonn@gmail.com, 612-501-9117



Business:

- "Gateway did an awesome job from install to getting us up and running. All the workers were so polite and knowledgeable, and the speed is great, too." - Meredith Hart, Hart Collision & Custom, merhart0506@gmail.com, 636-377-1665
- "We are extremely pleased with Gateway Fiber. The staff was patient, kind, and helpful throughout the switch. It seemed like overnight we had faster and cheaper internet service. Thanks for an all-around great experience!" - Tom Brengle, Westplex Real Estate, tjbrenge@gmail.com, 636-456-2669
- "Gateway Fiber gave us the freedom to finally move away from the slow, aging internet solutions we were stuck with for years. We now have the ability to take the technology of FastLane convenience stores to the next level. The improvement in speed and reliability is remarkable." - David Criebaum, FastLane Convenience Stores, dcriebaum@woilco.com, 636-235-7080
- "We switched from Comcast to Gateway Fiber at Egan Company in Champlin, MN, and couldn't be happier with the decision. Gateway delivers twice the reliability and ten times the speed at half the price compared to our previous carrier. Their service powers our internet backups and system replications, and it's seamlessly integrated as a hot swap backup with our secondary carrier—ensuring uninterrupted connectivity if our other link fails. What sets Gateway apart is their exceptional customer service; real people answer support calls, and their team is easy to work with, offering low-pressure sales and top-notch support. Gateway Fiber has been a game-changer for our business!" - Jim Nonn, CIO of Egan Construction, jpn@eganco.com, 763-595-4332

COMMUNITY ENGAGEMENT

City Engagement

Gateway Fiber is committed to working with the communities we serve in the best way possible, including meeting with local officials and residents to keep everyone informed of progress. The process starts with communication with local officials to outline our construction plan to ensure proper permitting and regulations are followed.

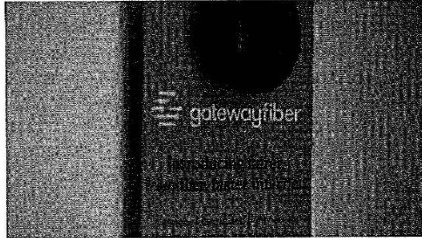
Community Engagement

Once the plan is approved, we communicate with the neighborhoods where service will be installed. For example, before construction begins, we host neighborhood events to introduce ourselves, get to know the neighbors, and answer any questions residents might have about our incoming service.

One approach we have taken in the past to introduce ourselves to a new market is through town hall meetings, where curious residents and businesses can ask questions and get real-time answers.

Construction Communications

Additionally, each resident in the area receives a door hanger with key information, including the construction timeline and a phone number where they can call with questions or concerns. We also place sandwich board signs notifying residents of our progress.



Once construction is underway, residents can reach out to us via our customer service phone number or the online [Construction Issues form](#) with any challenges or issues related to our construction process. Gateway Fiber utilizes best-in-class construction and safety standards.

Visit our [Construction](#) page for more details about how we keep everyone informed. Gateway Fiber also has the highest customer service score among internet providers in the area, raising the bar in an industry with historically low numbers. We also have a responsive and dedicated leadership team.

Corporate Philanthropy

Gateway Fiber is also tangibly engaged in the community from the beginning through [Gateway Gives](#), our philanthropic outreach for sponsorships and charitable giving of both monetary support and volunteer time.



SERVICE OFFERINGS

Gateway Fiber will help the city of Cottage Grove thrive through a fairer, friendlier, faster internet experience.

- o **Fairer:** Simple, transparent, and affordable pricing with no installation fees, data caps, contracts, or equipment costs. No promotional pricing that inflates over time, data caps, contracts, or equipment costs. No promotional pricing that inflates over time.



- o **Friendlier:** Industry-leading Net Promoter Score (NPS) of 68 (measure of a customer's likeliness to recommend Gateway Fiber to a friend). ISP industry average hovers around 10. Google Review rating of 4.6 out of 5 stars.
- o **Faster:** Multi-gig, symmetrical offering with a lower cost per megabit to the customer. Our service is optimized for streaming, gaming, economic development, and a remote workforce.

Customers can order the service by either entering their address on the Gateway Fiber website or by calling our toll-free number, 888-201-4339. Additionally, our door-to-door sales team can help residents and businesses sign up for service.

We also offer 99.98% network reliability, positioned to go up strongly against incumbent ISPs.

Residential pricing for Gateway Fiber services is as follows:



Gateway's service is also optimized for commercial businesses where reliability, uptime, scalability, and performance are critical to success. Pricing, always found transparently on our website, is \$150/mo. for 600 Mbps, \$200/mo. for 1000 Mbps, and \$250/mo. for 2000 Mbps.

TECHNICAL APPROACH

Confidential & Proprietary

Enclosed and attached is an example of our fiberhood plan set. As noted in the fiberhood plan set, a fiberhood can be thought of as a subdivision or roughly 300-400 home zone. This is a sample engineering depiction of a specific fiberhood, including splice points, handholes, and other structures, along with distribution, feeder, and drop lines. The project will be engineered in accordance with permitting requirements defined by the City of Cottage Grove. Kirk Thielke, Gateway Fiber's Director of Engineering, will be the engineering and permitting point of contact. He can be reached by email at kirk.thielke@gatewayfiber.com.

We have also enclosed our Utility Construction In Progress handout that is provided to residents throughout the areas being built. This succinctly explains our process from start to finish and provides contact information for Gateway Fiber for residents and businesses with any questions.



INFRASTRUCTURE PLAN

Confidential & Proprietary

Gateway Fiber operates a fiber-only, XGSPON, 10Gigabit-capable passive optical network. The network is designed from a single point, known as a central office or OLT, optical Line terminal. Gateway Fiber utilizes Calix E7/E9 active optical line terminals. The Calix OLT serves two functions; it connects the optical backbone HSIP provider network(s) for internet access, and it multiplexes and manages voice and data services onto a single neighborhood feeder fiber. The single feeder fiber leaves the OLT cabinet, traveling to an assigned fiber neighborhood to be distributed through passive optical splitters, which reside in fiber distribution cabinets. A single feeder fiber can be passively split 64 times, serving 64 end-users, all with dedicated bandwidth. The end-user location requires an optical network terminal, or ONT. This device, also made by Calix, takes the optical feeder fiber input and converts the signal to Ethernet, from which an Ethernet cable can be used to connect to a Wi-Fi router, where end-users can then access high-speed internet services in their home. Of note, from the OLT cabinet to the customer prem, no power is required, which saves electrical consumption and eliminates points failure, it also provides end-to-end fiber connectivity, significantly enhancing speed, reliability, scalability and customer experience versus coax, copper or wireless solutions. Gateway fiber users latency ranges from >1ms to 3ms. Moreover, with the benefits of an all-fiber network, as technology increases, Gateway Fiber will have the ability to scale to larger bandwidths with the current network infrastructure.

Gateway Fiber's approach of designing a network with extra capacity for future growth ensures scalability and flexibility. This network design accommodates future demands, will reduce costs associated with frequent upgrades, and can enable future collaboration with other service providers.

SPECIFICATIONS

Confidential & Proprietary

Based on the scope of the project and projected build areas, related materials, and timeline determined by Gateway Fiber, we anticipate that the project will cost \$16 to \$20 per foot of line installed. A number of variables could materially impact that estimate, but we believe that the aforementioned range is reasonable given the project scope and requirements.

SAMPLE BILL OF MATERIALS

BOM Items	MFG Part Number	Description	MFG
1:64 Splitter	PF-ABS-1X64-SCA1.5-SCA1.5-20-R-GP	RUGGEDIZED ABS SPLITTER 1X64 SCAPC INPUT 1.5M SCAPC OUTPUT..1.5M 2MM ALL SCA CONNECTORS TO BE...	Precision Group
144 Fiberhood Cabinet	R-DB2-144-C1E-0100-B 100F	FIELDSMART FDH PON CABINET WITH 12 INCH RISER FIBER PATCH ONLY 144 MAXIMUM..CAPACITY LOADED W...	Clearfield



BOM Items	MFG Part Number	Description	MFG
288 Fiberhood Cabinet	R-DB2-288-C1E-0200-B 100F	FIELDSMART FDH PON CABINET WITH 12 INCH RISER FIBER PATCH ONLY 288 MAXIMUM..CAPACITY LOADED W...	Clearfield
30X48X36	30481634	30X48X36 CONCRETE HAND HOLE	Carson/Oldcastle
432 Fiberhood Cabinet	R-FB2-432-C1E-0300-B 100F	FIELDSMART FDH PON CABINET WITH 12 INCH RISER FIBER PATCH ONLY 432 MAXIMUM..CAPACITY LOADED W...	Clearfield
48X48X36	48481600	48X48X36 SPLIT LID CONCRETE HAND HOLE	Carson/Oldcastle
BFOi(144)	11-144-3-d-0-1	144 Count Fiber Reel	Superior Essex
BFOi(24)	11-24-3-d-0-1	24 Count Fiber Reel	Superior Essex
BFOi(288)	11-288-3-d-0-1	288 Count Fiber Reel	Superior Essex
BFOi(48)	11-48-3-d-0-1	48 Count Fiber Reel	Superior Essex
BFOi(96)	11-96-3-d-0-1	96 Count Fiber Reel	Superior Essex
BM2(1/2)(5)	BM2(1/2)(5)	1/2"X5' COPPERCLAD GROUND ROD 10 MIL	PLP
BM2(5/8)(8)	BM2(5/8)(8)	5/8"x8' COPPERCLAD GROUND ROD 10 MIL	PLP
BM60(1)(1.25)	BM60-1.25	1.25" SDR11 ORANGE EMPTY INNERDUCT 2-COLOR DUCT..	Terra Star
Evolv-4(10)	DMA4F1TDD1NC010F0P	DMA4F1TDD1NC010F0P (4 PORT DMA PRE-TERM SST TONE 10F TAIL)	Corning
Evolv-4(100)	DMA4F1TDD1NC100F0P	HC STUB 4PRT TERM PUSHLOK SST TD 100F..	Corning
Evolv-4(1000)	DMA4F1TDD1NC400F0P	4 PORT DMA PRE-TERM SST TONE 1000F TAIL..	Corning
Evolv-4(200)	DMA4F1TDD1NC200F0P	HC STUB 4PRT TERM PUSHLOK SST TD 200F..	Corning
Evolv-4(300)	DMA4F1TDD1NC300F0P	HC STUB 4PRT TERM PUSHLOK SST TD 300F..	Corning
Evolv-4(400)	DMA4F1TDD1NC400F0P	HC STUB 4PRT TERM PUSHLOK SST TD 400F..	Corning
Evolv-4(500)	DMA4F1TDD1NC500F0P	4 PORT DMA PRE-TERM SST TONE 500F TAIL..	Corning
Evolv-4(600)	DMA4F1TDD1NC600F0P	HC STUB 4PRT TERM PUSHLOK SST TD 600F..	Corning
Evolv-4(700)	DMA4F1TDD1NC700F0P	HC STUB 4PRT TERM PUSHLOK SST TD 700F..	Corning
Evolv-4(800)	DMA4F1TDD1NC800F0P	HC STUB 4PRT TERM PUSHLOK SST TD 800F..	Corning
Evolv-4(900)	DMA4F1TDD1NC900F0P	HC STUB 4PRT TERM PUSHLOK SST TD 900F..	Corning
Evolv-8(10)	DMA8F1TDD1NC010F0P	8 PORT DMA PRE-TERM SST TONE 10F TAIL..	Corning
Evolv-8(100)	DMA8F1TDD1NC100F0P	HC STUB 8PRT TERM PUSHLOK SST TD 100F..	Corning
Evolv-8(1000)	DMA8F1TDD1NC100F0P	HC STUB 8PRT TERM PUSHLOK SST TD 1500F	Corning
Evolv-8(200)	DMA8F1TDD1NC200F0P	HC STUB 8PRT TERM PUSHLOK SST TD 200F..	Corning
Evolv-8(300)	DMA8F1TDD1NC300F0P	HC STUB 8PRT TERM PUSHLOK SST TD 300F..	Corning
Evolv-8(400)	DMA8F1TDD1NC400F0P	HC STUB 8PRT TERM PUSHLOK SST TD 400F..	Corning
Evolv-8(500)	DMA8F1TDD1NC500F0P	8 PORT DMA PRE-TERM SST TONE 500F TAIL..	Corning
Evolv-8(600)	DMA8F1TDD1NC600F0P	HC STUB 8PRT TERM PUSHLOK SST TD 600F..	Corning
Evolv-8(700)	DMA8F1TDD1NC700F0P	HC STUB 8PRT TERM PUSHLOK SST TD 700F..	Corning
Evolv-8(800)	DMA8F1TDD1NC800F0P	HC STUB 8PRT TERM PUSHLOK SST TD 800F..	Corning



BOM Items	MFG Part Number	Description	MFG
Evolv-8(900)	DMA8F1TDD1NC900F0P	HC STUB 8PRT TERM PUSHLOK SST TD 900F..	Corning
FlowerPot	09101015	FLOWERPOT	Carson/Oldcastle
HBFO(L)	800017610	COYD928B SPLICE KIT	PLP
HBFO(M)	800017609	COYD919B SPLICE KIT	PLP
HBFO(S)	800017608	COYD622U SPLICE KIT	PLP
UHF(14x19x12)	14191014	14X19X12 HAND HOLE	Carson/Oldcastle
UHF(17x30x24)	17301235	17X30X24 HAND HOLE	Carson/Oldcastle
UHF(24x36x24)	24361210	24X36X24 HAND HOLE	Carson/Oldcastle
UHF(30x48x24)(SL)	PG3048Z52509	30X48X24 SPLIT LID CONCRETE HAND HOLE	Carson/Oldcastle
Drop Cable	D14401E31AJ003M	3M 1F PUSHLOK TO SC APC SIMPLEX	Corning
Drop Cable	D14401EB1R3050F	PUSHLOK CON 1S HYBRD ROC TONE DP 50F..	Corning
Drop Cable	D14401EB1R3075F	PUSHLOK CON 1SF HYBRD ROC TONE DP 75F..	Corning
Drop Cable	D14401EB1R3100F	PUSHLOK CON 1SF HYBRD ROC TONE DP 100F..	Corning
Drop Cable	D14401EB1R3125F	PUSH OPTIMA HYBRID 125F..	Corning
Drop Cable	D14401EB1R3150F	PUSHLOK OPTITAPDRP HYBRD 150F..	Corning
Drop Cable	D14401EB1R3175F	PUSHLOK OPTITAPDRP HYBRD 175F..	Corning
Drop Cable	D14401EB1R3200F	PUSHLOK OPTITAPDRP HYBRD 200F..	Corning
Drop Cable	D14401EB1R3225F	PUSHLOK OPTITAPDRP HYBRD 225F..	Corning
Drop Cable	D14401EB1R3250F	PUSHLOK CON 1SF HYBRD ROC TONE DP 250F..	Corning
Drop Cable	D14401EB1R3275F	PUSHLOK OPTITAPDRP HYBRD 275F..	Corning
Drop Cable	D14401EB1R3300F	PUSH OPTIMA HYBRID 300F..	Corning
Drop Cable	D14401EB1R3325F	PUSHLOK OPTITAPDRP HYBRD 325F..	Corning
Drop Cable	D14401EB1R3350F	PUSHLOK OPTITAPDRP HYBRD 350F..	Corning
Drop Cable	D14401EB1R3375F	PUSHLOK OPTITAPDRP HYBRD 375F..	Corning
Drop Cable	D14401EB1R3400F	PUSHLOK OPTITAPDRP HYBRD 400F..	Corning
Drop Cable	D14401EB1R3450F	PUSHLOK OPTITAPDRP HYBRD 450F..	Corning
Drop Cable	D14401EB1R3500F	PUSHLOK CON 1SF HYBRD ROC TONE DP 500F	Corning
Drop Cable	D14401EB1R3550F	PUSHLOK OPTITAPDRP HYBRD 550F..	Corning
Drop Cable	D14401EB1R3600F	PUSHLOK CON 1SF HYBRD ROC TONE DP 600F	Corning
Drop Cable	D14401EB1R3700F	PUSHLOK CON 1SF HYBRD ROC TONE DP 700F	Corning
Drop Cable	D14401EB1R3800F	PUSHLOK CON 1SF HYBRD ROC TONE DP 800F	Corning
Drop Cable	D14401EB1R3900F	PUSHLOK CON 1SF HYBRD ROC TONE DP 900F	Corning
Drop Cable	D14401EB1R3A00F	PUSHLOK CON 1SF HYBRD ROC TONE DP 1000F	Corning
Inside Fiber	QP303-PB-BC5-BLK-SC5-05F	QP303-PB-BC5-BLK-SC5-05F (5' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-100F	QP303-PB-BC5-BLK-SC5-100F (100' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-125F	QP303-PB-BC5-BLK-SC5-125F (125' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-150F	QP303-PB-BC5-BLK-SC5-150F (150' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-15F	QP303-PB-BC5-BLK-SC5-15F (15' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC



BOM Items	MFG Part Number	Description	MFG
Inside Fiber	QP303-PB-BC5-BLK-SC5-175F	175' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-200F	QP303-PB-BC5-BLK-SC5-200F (200' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-225F	225' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-250F	250' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-25F	QP303-PB-BC5-BLK-SC5-25F (25' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-275F	275' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-300F	300' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-40F	QP303-PB-BC5-BLK-SC5-40F (40' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-50F	QP303-PB-BC5-BLK-SC5-50F (50' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC
Inside Fiber	QP303-PB-BC5-BLK-SC5-75F	QP303-PB-BC5-BLK-SC5-75F (75' QUIKPUSH DROP CABLE BALISTIX APC TO SC/APC)	PPC

COMPLIANCE ASSURANCE

Gateway Fiber has reviewed the permitting requirements for Cottage Grove and is prepared to submit all requisite documentation to fulfill those requirements. In fact, Gateway Fiber has previously submitted permit applications to the city for approval prior to the issuance of the RFP, so we are experienced in Cottage Grove's application process and prepared to begin construction immediately upon issuance of permits.

Coordination/Communication with Relevant Stakeholders

Gateway Fiber will conduct check-in meetings with relevant stakeholders at agreed upon intervals (for many cities this interval is bi-weekly). Gateway Fiber will report on key metrics at agreed upon intervals, such as resident contact rate (reported issues vs. homes passed), 3rd party private utility damages (at-fault & not-at-fault), conduit placement, fiber placement, and lit homes passed to name a few.

Safe Operating Practices

Gateway Fiber has internal safety ambassadors that enforce strict protocols with contractors to ensure we conduct ROW work safely. Spot checks and predetermined safety checks are used to ensure Gateway Fiber standards for operation are being maintained. Reporting will be provided to City Officials for any private utility strike in prompt fashion.

For more information about our safety practices, see our [Safety](#) page.

APPROACH TO RAPID RESTORATION

Gateway Fiber requires contractors to utilize the existing sod/soil whenever possible (capping sod, utilizing tarps for soil collection). Contractors are to backfill holes and place structure daily in most situations – any open holes left overnight will have plywood and cones over the hole to



prevent injury. Contractors are required to use pads (mats) for drill movement within the ROW and over curbs (including any movement on driveways). All areas that Gateway Fiber Contractors disturb while working within the ROW are required to be restored to the same or better condition.

RESPONSIVENESS TO COMPLAINTS

At Gateway Fiber, we are committed to addressing and resolving customer complaints related to internet service disruptions and construction issues in an efficient, transparent, and customer-centered manner. Our goal is to ensure all complaints are handled promptly, fairly, and with a focus on providing optimal solutions. Our protocol for resolving complaints is as follows:

Complaint Intake

- Channels for Submission: Complaints can be submitted through multiple channels, including:
 - Phone (1-888-201-4339)
 - Email (Info@gatewayfiber.com)
 - Contact Us [Website](#) (gatewayfiber.com)
 - [Construction Issue Reporting Page](#)
 - Social Media (Direct Messages, Comments)
 - In-person (Local offices or events)
- Information Required: When submitting a complaint, customers and city staff are encouraged to provide the following information:
 - Full name and contact information
 - Description of the issue (e.g., construction damage, service outages)
 - Location of the issue (including relevant addresses)
 - Any additional relevant details

Acknowledgement and Categorization

- Categorization: Complaints are categorized based on the type of issue:
 - Construction-Related Complaints: Yard damage, sprinkler damage, holes left in the yard, dead grass, etc.
 - Internet Service Complaints: Issues related to service outages, internet speed, installation delays, or connection problems.
- Priority Assessment: Complaints will be assessed for urgency and severity and prioritized accordingly. Emergency issues such as outages or dangerous construction conditions will be escalated immediately.

Investigation and Resolution

- Investigation: A designated support team member will investigate the complaint to understand its root cause, whether it's a service interruption, construction-related delay, or any other issue. The investigation may involve:
 - Reviewing service logs (for internet-related issues)
 - Communicating with field technicians or construction contractors



- Reviewing customer history and feedback
 - Conducting site inspections (if necessary)
- Resolution Timeline: A resolution plan will be outlined and shared with the customer. The timeframe for resolution will depend on the complexity of the issue. Complex issues or ongoing projects may require a longer resolution period, in which case, customers will be kept updated regularly.

Communication and Transparency

- Ongoing Updates: Customers and city staff will be informed throughout the resolution process. This includes any delays, findings from the investigation, and steps taken to address the issue.
- Clear Explanation: Once the complaint has been resolved, we will provide a clear explanation of the actions taken to resolve the issue.
- Transparency in Solutions: For construction-related complaints, if delays or disruptions are due to third-party contractors or external factors, we will transparently communicate these details and collaborate with the necessary parties to find a solution.

Escalation Process

- If a complaint cannot be resolved within the specified time frame or if the complainant is dissatisfied with the resolution, the issue will be escalated to the next level of management.
- The appointed personnel will provide the complainants' contact details to a higher-level manager or director, and their case will be reviewed for additional attention or a different approach.

Feedback and Continuous Improvement

- Customer Feedback: After the complaint has been resolved, customers are invited to provide feedback on their experience. This helps us improve our protocols and identify areas for improvement.
- Review and Improvement: All complaints will be reviewed periodically by management to identify trends or systemic issues, ensuring that we continually improve our services and prevent similar complaints in the future.

Conclusion

At Gateway Fiber, we strive to maintain high levels of customer satisfaction by handling complaints efficiently and with transparency. By adhering to this protocol, we aim to resolve issues in a timely and professional manner, ensuring that our customers and city staff experience consistent and reliable service.



INCIDENT REPORTING:

Since inception, Gateway Fiber has incurred three work-related injuries for which medical treatment has been sought. This includes two muscle strain injuries and one animal bite.

Specific to damages, contractors for Gateway Fiber were at fault for 33% of utility strikes, with the overwhelming majority of the at-fault damages occurring due to shovel strikes. In most of these circumstances, contractors were following best practices and attempting to expose utilities through non-mechanized means but struck an underground utility in the process. Overall, Gateway Fiber contractors were responsible on average for one damage per 48,000 feet of conduit installed due to Gateway Fiber's focus on mitigating and eliminating risk through our best-in-class damage prevention standards.

LITIGATION

****Confidential & Proprietary****

Currently, Gateway Fiber has three pending matters of litigation relating to a single incident where a residence was damaged. This litigation arose out of work performed by a Gateway Fiber construction contractor rather than internal Gateway Fiber employees.

These cases, pending in 11th Circuit in St. Charles County, Missouri are as follows:

American Family a/s/o John & Judy Cornelius v. Gateway Fiber Holdings, LLC, et al.

State Farm Fire & Casualty Company a/s/o Emad & Ghada Hamdan v. Gateway Fiber, LLC, et al.; and

Western World Insurance Company v. Gateway Fiber, LLC, et al.

OTHER INFORMATION

Gateway Fiber is far more than just a technology company bringing high-speed internet to the community. We are committed to partnering with the community through local sponsorships and donations, and we don't just work in our communities – we live in them, too. We provide value beyond just future-proof technology.

One way we engage with the community is through our [Digital Literacy Initiative](#), which provides free resources for people looking for basic knowledge of computers and the internet.

For more information about the benefits of bringing Gateway Fiber to Cottage Grove, see our [Communities](#) page.

TIMELINE

****Confidential & Proprietary****

Attached and depicted below is a proposed timeline for deployment. This build timeline differs from the RFP request, as the timeline provided by the City of Cottage Grove is not conducive to



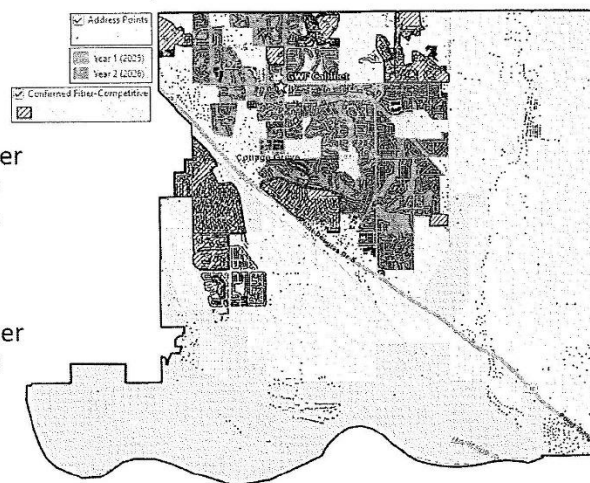
a large-scale fiber deployment that aligns with our engineering standards and capabilities to light customers as the network is built. Additionally, our build plan is based on the location of our serving cabinet and ability to construct the network in relation to that cabinet location.

Our plan would consist of 2,000+ passings (of which 1,400 have already been engineered and are immediately ready for construction) in 2025, followed by an additional 5,000 passings in 2026. The areas and timeline are noted in the image below.

Gateway Fiber will need to prioritize non-fiber areas for deployment and consider fiber served areas on an ad-hoc basis. Nevertheless, Gateway Fiber is committed to working with the city to determine priorities for service and collaborating on strategies to deliver service to priorities where feasible

Cottage Grove, MN RFP Proposal – Gateway Fiber

- Year 1 – In 2025 Gateway Fiber can reach an estimated 2000 passings, ~1400 of which are already engineered.
- Year 2 – In 2026 Gateway Fiber can reach an additional 5000 passings.





In accordance with section 5.7 of the request for proposal, I, Chris Surdo, President and Chief Executive Officer of Gateway Fiber, as the undersigned below, hereby submit this proposal to the City of Cottage Grove, Minnesota on this 6th day of April, 2025.

Chris Surdo, President & CEO

Date

Signature: Chris Surdo
Chris Surdo (APR 6, 2025 15:59 CDT)

Email: chris.surdo@gatewayfiber.com

Gateway Fiber Proposal - Cottage Grove Minnesota

Final Audit Report

2025-04-07

Created:	2025-04-07
By:	Derek Leffert (derek.leffert@gatewayfiber.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzWH9Pa-LbyQtnOx3hExaq06LU45F8Fw

"Gateway Fiber Proposal - Cottage Grove Minnesota" History

-  Document created by Derek Leffert (derek.leffert@gatewayfiber.com)
2025-04-07 - 0:29:23 AM GMT
-  Document emailed to Chris Surdo (chris.surdo@gatewayfiber.com) for signature
2025-04-07 - 0:29:28 AM GMT
-  Email viewed by Chris Surdo (chris.surdo@gatewayfiber.com)
2025-04-07 - 0:56:55 AM GMT
-  Document e-signed by Chris Surdo (chris.surdo@gatewayfiber.com)
Signature Date: 2025-04-07 - 0:59:56 AM GMT - Time Source: server
-  Agreement completed.
2025-04-07 - 0:59:56 AM GMT

EXHIBIT C
PRIORITY AREAS AND TIMELINE

Cottage Grove, MN RFP Proposal – Gateway Fiber

- Year 1 – In 2025 Gateway Fiber can reach an estimated 2,000 passings, ~1,400 of which are already engineered.
- Year 2 – In 2026 Gateway Fiber can reach an additional 4,000 passings.
- Year 3 – In 2027 Gateway Fiber can complete the remaining 1,200 passings.

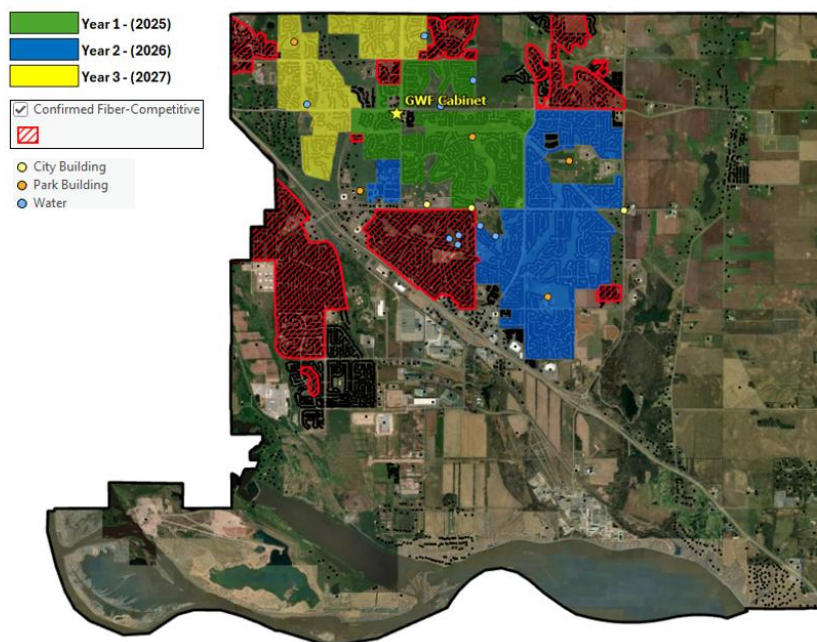


EXHIBIT D

CITY FACILITIES FOR CITY FIBERS

Location Name	Address/Location	Facility Type	Fiber Strands	Priority Year	Type Service
Well 11	6990 IDSEN A VE. S.	Water	2	2025	DF to Central Fire
Highland Tank	6700 INWOOD AVE. S.	Water	2	2025	DF to Central Fire
Central Fire	8641 80TH ST S	City Building	6	2025	DF - Handhole 80th/79th approx
Ice Arena	8020 80th St. S	City Building	6	2025	2GB, Static Internet Public Wifi DF
Highlands Park	6975 Idsen Ave S	Park Building		2025	2GB, Static Internet Public Wifi
Well 3	8313 HYDE CT. S.	Water	2	2026	DF to Central Fire
Well 4	8351 81st ST. S.	Water	2	2026	DF to Central Fire
Well 5	8415 83rd ST. S.	Water	2	2026	DF to Central Fire
Well 6	8550 81 st ST. S	Water	2	2026	DF to Central Fire
Well 9	8664 81 ST ST. s.	Water	2	2026	DF to Central Fire
Oakwood Park	7851 Harkness Ave S	Park Building		2026	2GB, Static Internet - Public Wifi
Kingston Park	9195 75th St S	Park Building		2026	2GB, Static Internet Public Wifi
Woodridge Park	9000 90th St S	Park Building		2026	2GB, Static Internet Public Wifi
Pine Tree Valley Park	8431 Indian Blvd S	Park		2026	2GB, Static Internet Public Wifi
City Hall	Cty RD 19 / 80th St	City Building	6	2026	DF - Handhole 19/80th
Well 12	6411 IDEAL A VE. S.	Water	2	2027	DF to Central Fire
West Draw Tank	6950 Meadow Grass Ave S	Water	2	2027	DF to Central Fire
Peter Thompson	6327 Highland Hills Blvd S	Park Building		2027	2GB, Static Internet Public Wifi

Note: Network design is a hub and spoke with the Central Fire building located at 8641 80th street as the hub.



City Council Action Request

7.0.

Meeting Date	5/21/2025
Department	Community Development
Agenda Category	Action Item
Title	Lochridge – Final Plat, Development Agreement, and Development Plans
Staff Recommendation	1) Adopt Resolution 2025-073 approving the Final Plat for Lochridge, subject to minor modifications as approved by the City Attorney. 2) Approve the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, Rachel Development, Inc. and DRP Odin 16, LLC, subject to minor modifications as approved by the City Attorney. 3) Adopt Resolution 2025-074 approving the Lochridge Development plans dated March 31, 2025, prepared by Alliant Engineering Inc., subject to final approval by the City Engineer in writing.
Budget Implication	N/A

Attachments	
1.	Lochridge CC Memo
2.	Lochridge Final Plat
3.	Lochridge FP Resolution - Final Plans
4.	Lochridge Development Agreement (5-21-2025)
5.	Lochridge Resolution - Plans & Specs
6.	Lochridge Plans & Specs
7.	Lochridge Plan Review Memo 05-14-2025

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

FROM: Samantha Pierret, Senior Planner

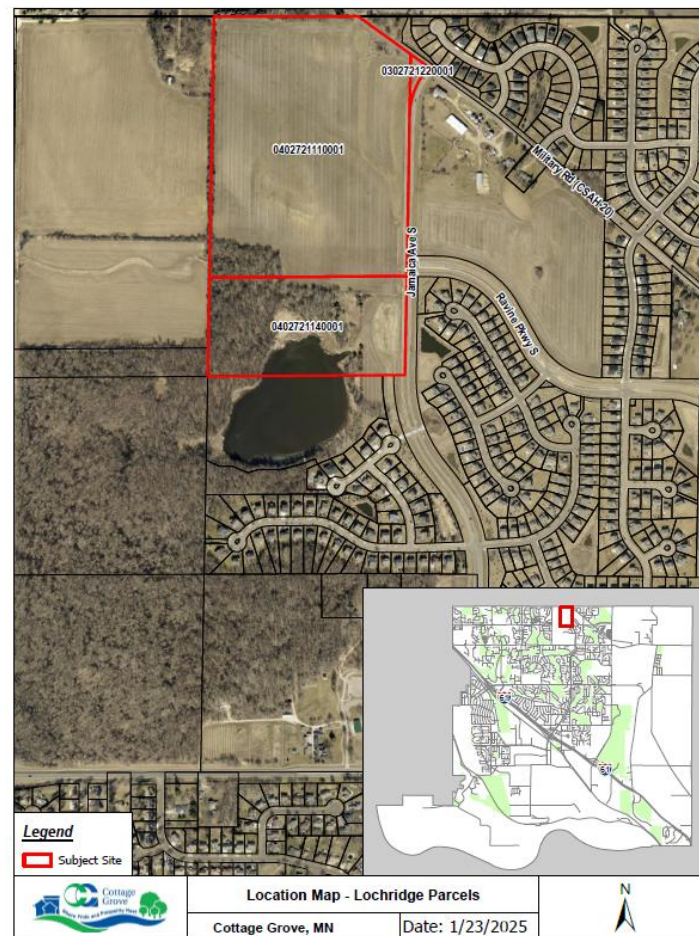
DATE: May 15, 2025

RE: Lochridge – Final Plat, Development Agreement, and Development Plans

Proposal

The City Council is requested to take the following actions:

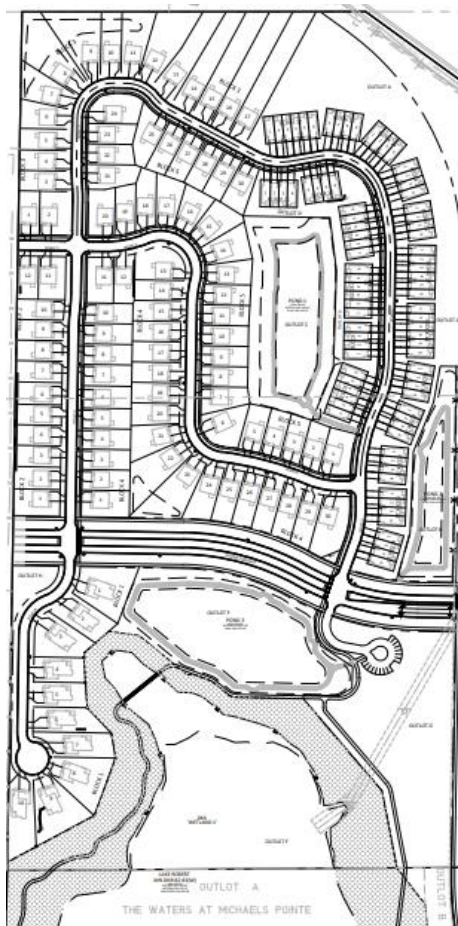
1. Adopt the resolution approving the Final Plat for Lochridge.
2. Approve the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, Rachel Development, Inc. and DRP Odin 16, LLC
3. Adopt the resolution approving the Lochridge Development Plans dated March 31, 2025, prepared by Alliant Engineering, Inc.



1. Final Plat

Background

At its February 13, 2025, meeting, the City Council approved Pulte Homes of Minnesota LLC's application for a Preliminary Plat and Zoning Amendment for a project to be known as Lochridge. The subject site is located south of the Woodbury border, west of Jamaica Avenue and north of the Waters at Michael's Pointe development. The preliminary plat consists of 99 single family lots and 84 townhome lots on approximately 72 acres.



Lochridge Preliminary Plat

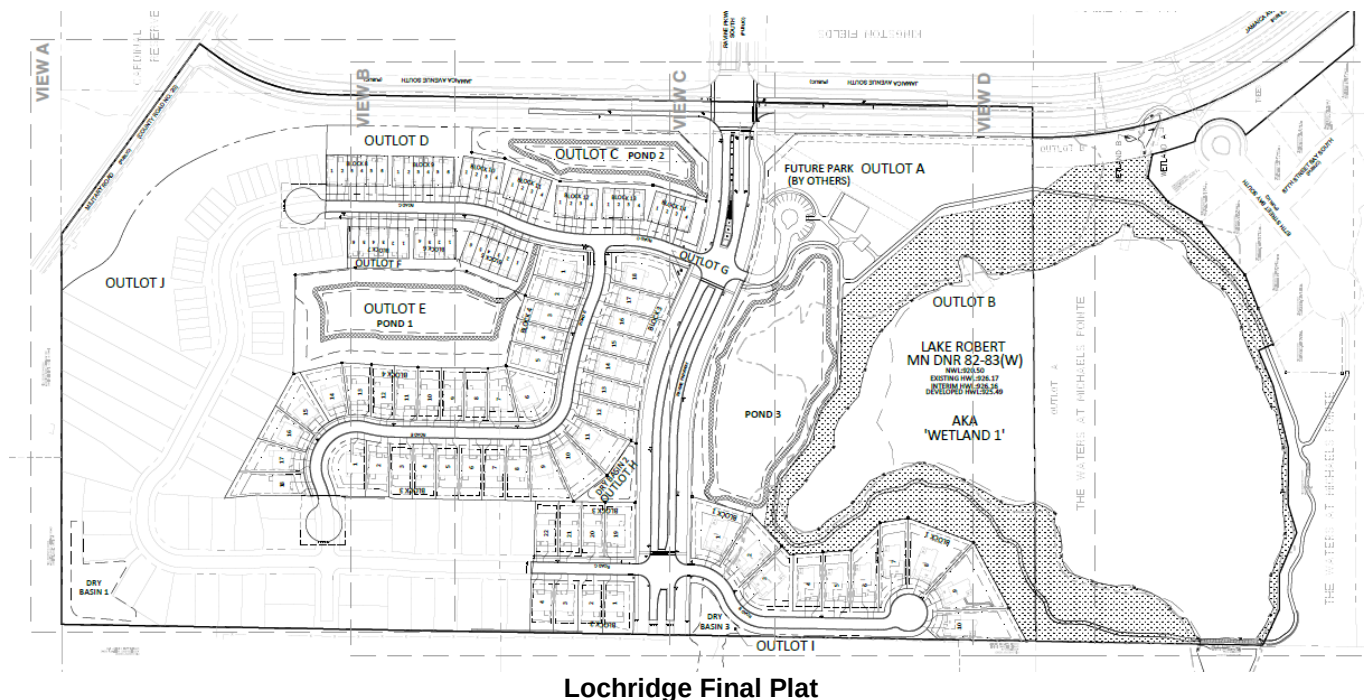
Final Plat Review

The Lochridge Final Plat was distributed to City departments, Washington County, and ISD 833 for their review and comments. The Washington County Highway Department noted that easements will need to be acquired in the future for planned construction at the Jamaica Avenue and Military Road intersection. This easement will need to be obtained separately from the property owner and is not included as a condition of the Development Agreement.

The Lochridge first addition final plat has been phased to include 54 single family lots of the 99 approved and 48 townhome lots of the 84 approved in the preliminary plat. The final plat contains 10 outlots. Outlots A, B, C, E, and H will be deeded to the City. Outlots A and B of the Waters at Michael's Pointe development will also be deeded to the City as part of the final plat. When the Waters at Michael's Pointe was platted there were 2.89 excess acres dedicated to be credited

toward future development on the north parcels, now the Lochridge development. Outlot J will be retained by the developer for the second phase of development. Outlots D, F, and G will be maintained by the Homeowner's Association and Outlot I will be retained by Rachel Development.

The final plat is in conformance with all other conditions of the preliminary plat as approved by the City Council and as stipulated in Resolution 2025-020.



2. Development Agreement

The Developer has signed the development agreement, which is attached for review.

3. Development Plan Review

The City Engineer has reviewed the development plans dated March 31, 2025, by the developer's consulting engineer, Alliant Engineering, Inc., and is recommending approval of those plans (e.g., construction plans, drawings, specifications, surveys) subject to the comments in the May 14, 2025, review memorandum and any subsequent memorandums from Bolton & Menk, or as modified and approved by the City Engineer in writing.

Recommendation

The City Council is recommended to take the following actions:

1. Adopt Resolution 2025-073 approving the Final Plat for Lochridge, subject to minor modifications as approved by the City Attorney.

2. Approve the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, Rachel Development, Inc. and DRP Odin 16, LLC, subject to minor modifications as approved by the City Attorney.
3. Adopt Resolution 2025-074 approving the Lochridge Development Plans dated March 31, 2025, prepared by Alliant Engineering Inc., subject to final approval by the City Engineer in writing.

LOCHRIDGE

KNOW ALL BY THESE PRESENTS: That Rachel Development, Inc., a Minnesota corporation, owner of the following described property situated in the County of Washington, State of Minnesota to wit:

The South Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 27, Range 21, Washington County, Minnesota.

And that DRP Odin 16, LLC, a Delaware limited liability company, owner of the following described property situated in the County of Washington, State of Minnesota to wit:

The North Half of the Southeast Quarter of the Northeast Quarter and that part of the Northeast Quarter of the Northeast Quarter of Section 4, except that portion lying northeasterly of County Road No. 20, Section 4, Township 27, Range 21, Washington County, Minnesota.

AND

That part of the West half of the Northwest Quarter of Section 3, except that portion lying northeasterly of County Road No. 20 and easterly of Jamaica Avenue, Washington County, Minnesota.

Have caused the same to be surveyed and platted as LOCHRIDGE and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Rachel Development, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: Rachel Development, Inc.

By: _____
Donald J. Rachel, CEO

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Donald J. Rachel, CEO of Rachel Development, Inc., a Minnesota corporation, on behalf of the corporation.

_____(Signature)

_____(Print)

Notary Public, _____ County, _____

My Commission Expires _____.

In witness whereof said DRP Odin 16, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: DRP Odin 16, LLC

By: _____
Brian Clauson, Authorized Signatory

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Brian Clauson, Authorized Signatory of DRP Odin 16, LLC, a Delaware limited liability company, on behalf of the company.

_____(Signature)

_____(Print)

Notary Public, _____ County, _____

My Commission Expires _____.

SURVEYOR'S CERTIFICATE

I Daniel Ekrem, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on the plat; and prepared this plat or directly supervised the preparation of this plat; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set or that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____

Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Daniel Ekrem, Licensed Land Surveyor, Minnesota License No. 57366.

_____(Signature)

_____(Print)

Notary Public, _____ County, Minnesota

My Commission Expires _____.

CITY OF COTTAGE GROVE, MINNESOTA

This plat was approved by the City Council of Cottage Grove, Minnesota this ____ day of _____, 20____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

Signed: _____ By: _____
Mayor Clerk

COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____ By: _____
Washington County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9 and Section 272.12, taxes payable in the year 20____, on real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this ____ day of _____, 20____.

By: _____ By: _____
Washington County Auditor/Treasurer Deputy

COUNTY RECORDER

Document Number _____

I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this ____ day of _____, 20____ at ____ o'clock ____M. and was duly recorded in Washington County Records.

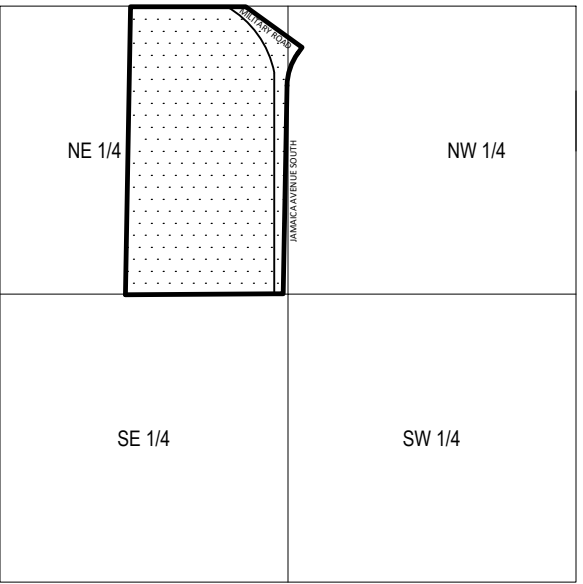
By: _____ By: _____
Washington County Recorder Deputy

THE W LINE OF E1/2 -NE1/4 SEC 4, T.27, 12, 21 HAS AN ASSUMED BEARING OF S 00°59'11" WEST

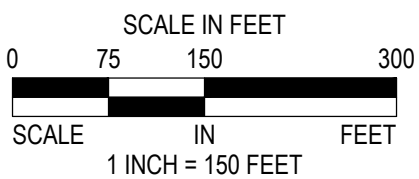
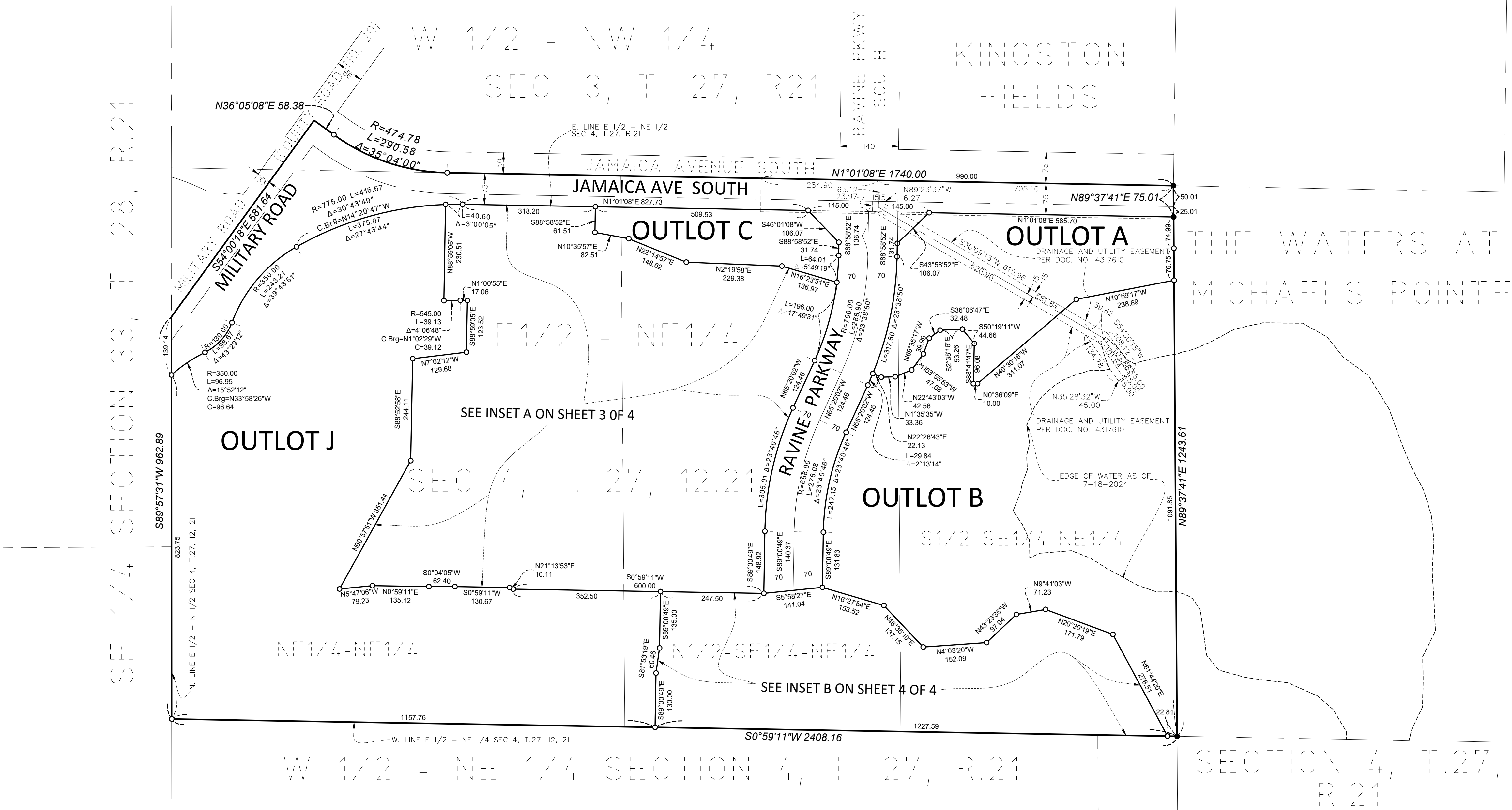
LEGEND

- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- Denotes monument found 1/2 inch iron pipe, unless otherwise shown.

LOCHRIDGE



SEC.4, T.27, R21 SEC.3, T.27, R21
VICINITY MAP
S. 4, T. 27, R. 21
NOT TO SCALE



ALLIANT
www.alliant-inc.com

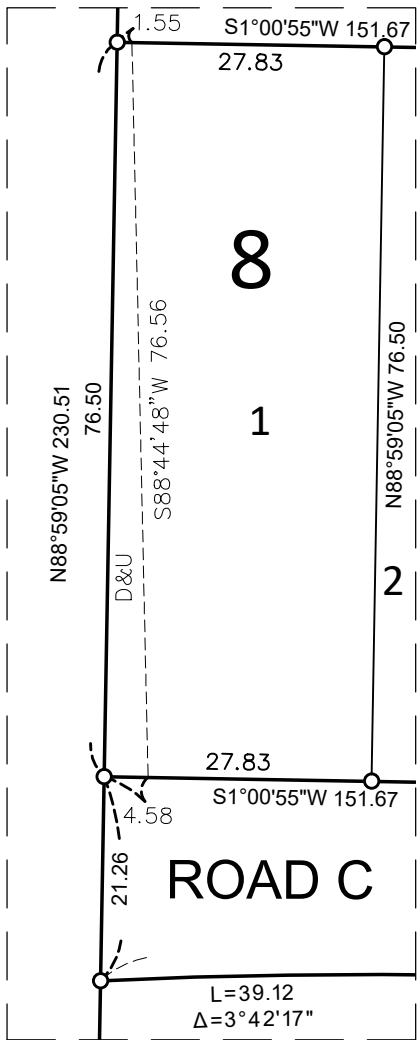
THE W LINE OF E1/2 -NE1/4 SEC 4, T.27, 12, 21 HAS AN ASSUMED BEARING OF S00°59'11"W

LEGEND

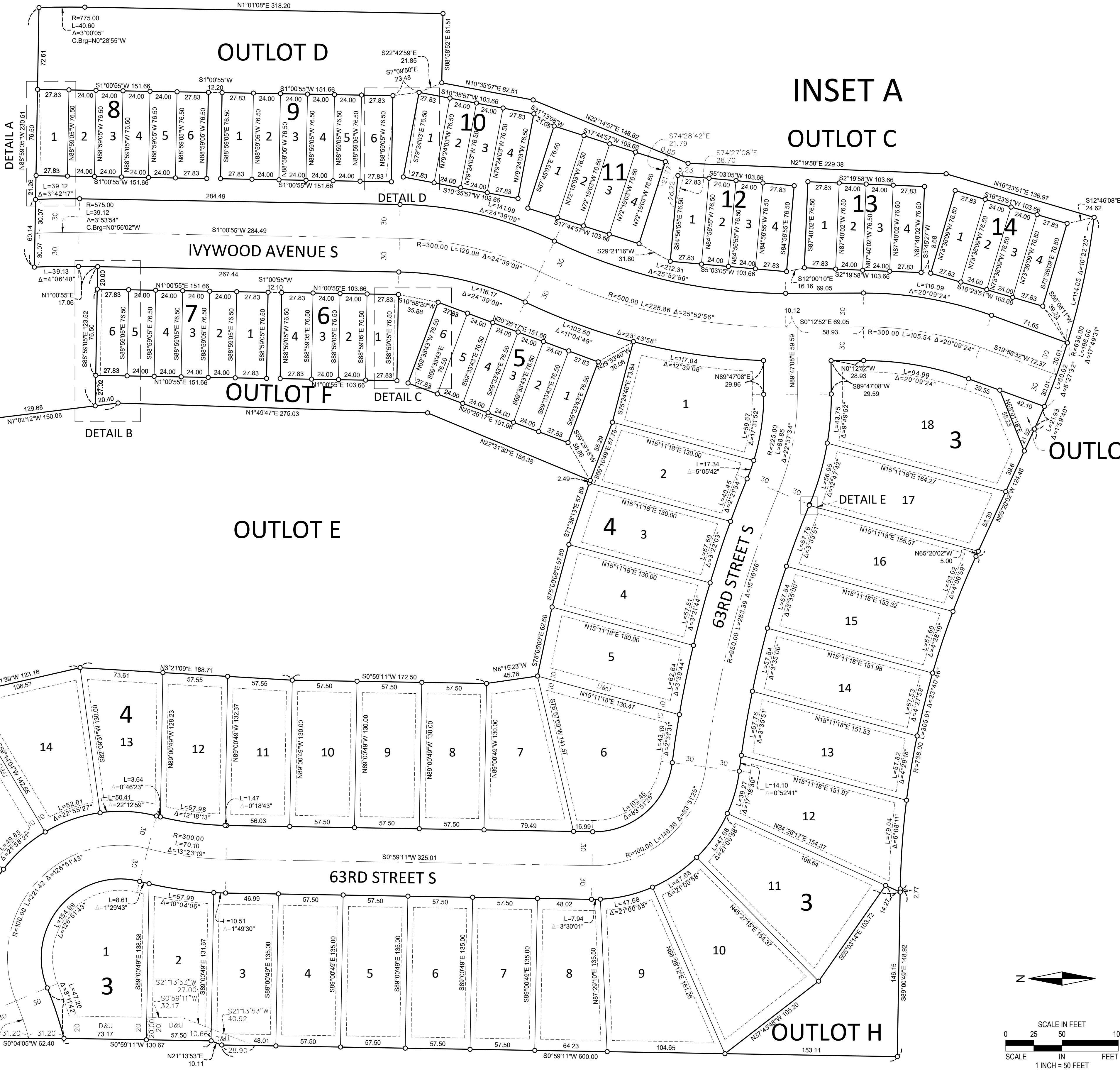
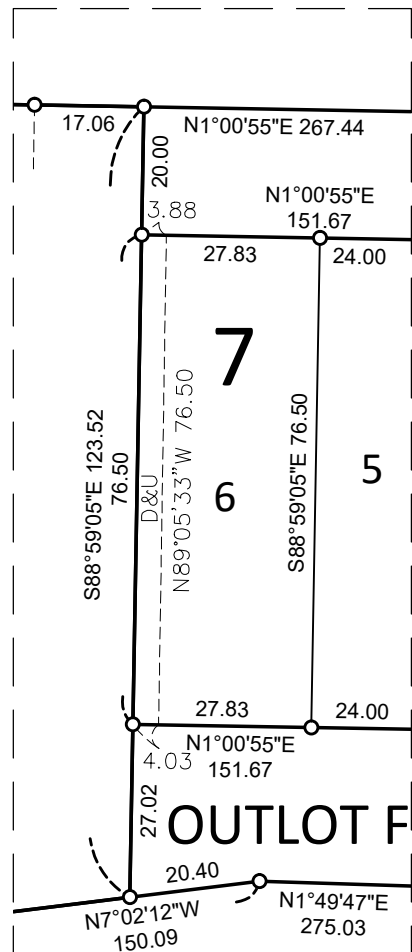
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- Denotes monument found 1/2 inch iron pipe, unless otherwise shown.

LOCHRIDGE

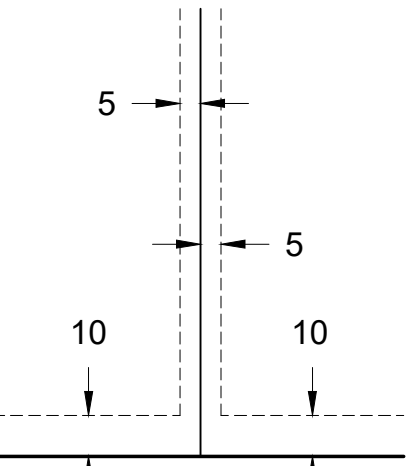
DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE

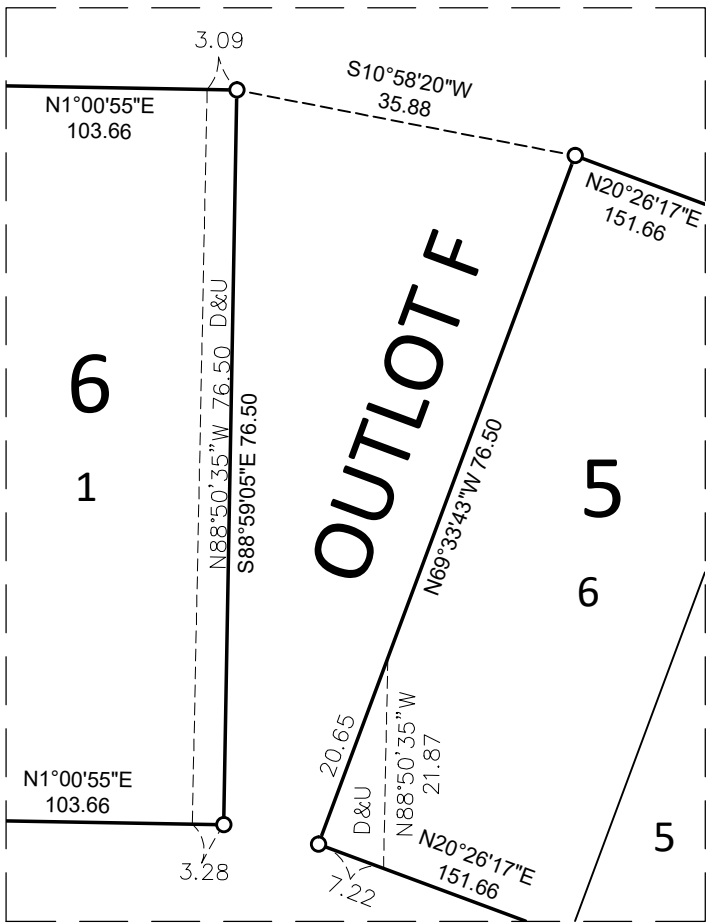


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

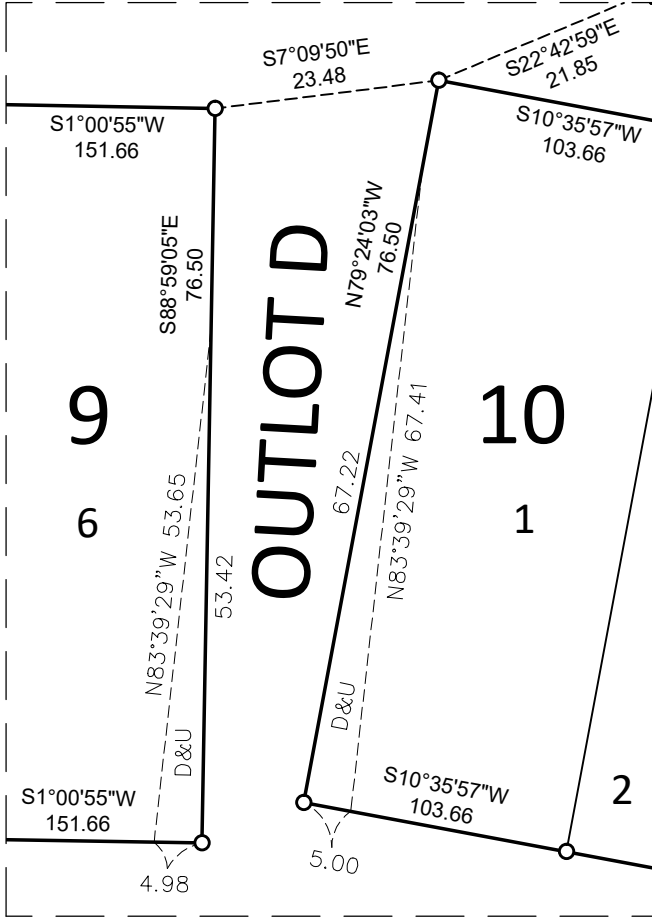


Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining rear lot lines and right of way lines, unless otherwise indicated on the plat.

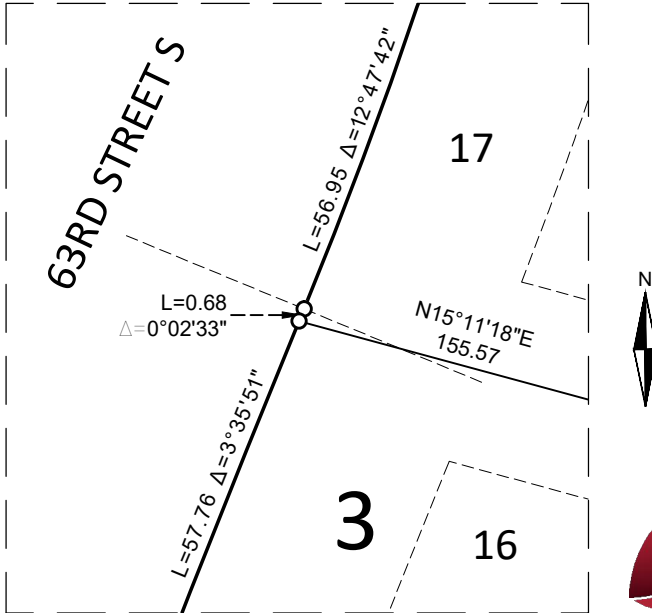
DETAIL C
NOT TO SCALE



DETAIL D
NOT TO SCALE



DETAIL E
NOT TO SCALE



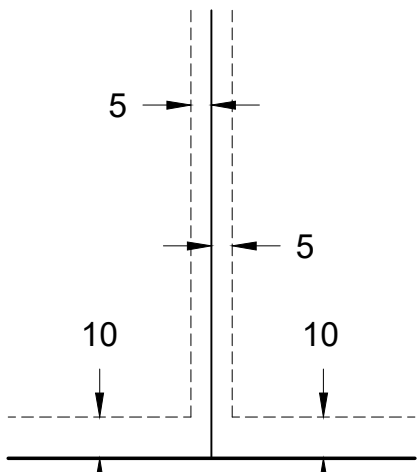
THE W LINE OF E1/2 -NE1/4 SEC 4, T.27, 12, 21 HAS AN ASSUMED BEARING OF S00°59'11" W

LEGEND

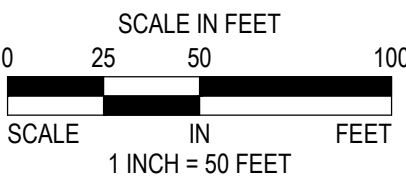
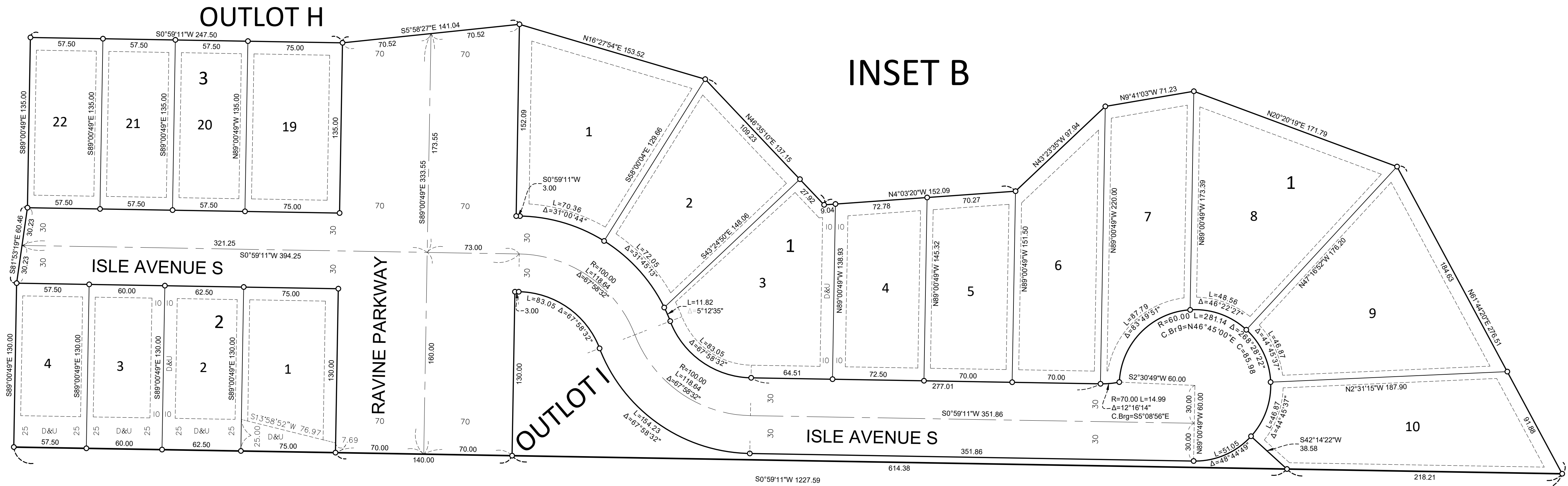
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- Denotes monument found 1/2 inch iron pipe, unless otherwise shown.

LOCHRIDGE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining rear lot lines and right of way lines, unless otherwise indicated on the plat.



CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-073

**RESOLUTION APPROVING THE FINAL PLAT NAMED
LOCHRIDGE**

WHEREAS, Pulte Homes of Minnesota LLC, Rachel Development, Inc., and DRP Odin 16, LLC have applied for a final plat to develop a residential subdivision named Lochridge. This subdivision plat consists of 54 detached single-family homes and 48 townhome units attached in groups of four and six units located on the 72.18-acre property legally described as:

That part of the East half of the Northeast Quarter of Section 4, except that portion lying northeasterly of County Road No. 20, Section 4, Township 27, Range 21, Washington County, Minnesota.

AND

That part of the West half of the Northwest Quarter of Section 3, except that portion lying northeasterly of County Road No. 20 and easterly of Jamaica Avenue, Washington County, Minnesota.

WHEREAS, the Planning Commission held the public hearing for the preliminary plat and a zoning amendment to change the zoning from AG-2, Agriculture, to R-4, Transitional Residential, for the proposed Lochridge subdivision on January 27, 2025; and

WHEREAS, the City Council subsequently accepted the Planning Commission's recommendations and approved the preliminary plat (Resolution No. 2025-020), and the zoning amendment (Ordinance No. 1093) on February 19, 2025; and

WHEREAS, City staff found the Lochridge final plat substantially consistent with the approved preliminary plat plan; and

WHEREAS, the Developers, Property Owners, and City have entered into a development agreement for the Subdivision ("Development Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the final plat for a residential subdivision plat named "Lochridge." This plat consists of 54 detached single-family homes and 48 townhome units attached in groups of four and six units, located on the property legally described above. Approval of this final plat is subject to the following conditions:

1. The Developer and builders must comply with all City ordinances and policies.
2. The Developer must abide by the conditions stipulated in Resolution No. 2025-020, which approved the Lochridge preliminary plat, except as hereafter modified.
3. All utility, drainage, and development construction must conform to the development plans and specifications dated March 31, 2025, prepared by the developer's consulting engineer, Alliant Engineering, Inc. and are subject to the comments in the May 14,

2025, review memorandum and any subsequent memorandums from Bolton and Menk, or as modified and approved by the City Engineer in writing.

4. The Developer may start rough grading of the lots before the plat is filed, if a Minnesota Pollution Control Agency (MPCA) Construction Storm Water Permit has been issued and the City has been furnished with a cash escrow or letter of credit in the minimum amount specified in the approved development agreement.
5. Development of this project must comply with the grading and erosion control plans as approved by the City Engineer. After the site is rough graded, but before any utility construction commences or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if it is determined that the methods implemented are insufficient to properly control erosion.
6. The City will supply the street light poles and luminaries. The Developer will pay the City for street light poles and street light luminaries.
7. The final plat must be recorded with the Washington County Recorder's Office before any building permit can be issued.
8. The builder for each lot shall post a letter of credit or cash escrow to the City for the estimated cost of the required sod and final as-built survey on each lot.
9. Before final financial guarantees are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to the grading and drainage development plan(s) approved by the City Engineer.
10. Residential lots designated to have a boundary marker(s) must have the marker(s) installed before a Certificate of Occupancy can be issued for the house on that particular residential lot. For lots constructed between October 2 and June 30, a Temporary Certificate of Occupancy can be issued, and the escrow retained until installation of the markers is confirmed.
11. The Developer is responsible for the cost and installation of the required park and open space boundary markers.
12. All monument signs must comply with the City's Sign Ordinance and must be placed on private property.
13. Park dedication shall be addressed as stipulated within the Development Agreement.
14. Prior to the release of the final plat, a final landscaping plan shall be approved in writing by planning staff.

15. All mailboxes and location of mailboxes must comply with the U.S. Post Office guidelines and regulations. Mailboxes placed at the curb shall all be the same design and color.
16. Developer shall work to address long term maintenance of pipes between Lot 1 Block 10 and Lot 6 Block 9; Lot 6 Block 5 and Lot 1 Block 6; Lot 4 Block 11 and Lot 1 Block 12; on the north side of Lot 6 Block 7; and behind Lots 15 through 18, Block 4.
17. Development shall align with city's planned interim conditions and fully developed 100-year high water level of Lake Robert as approved by the City Engineer.

Passed this 21st day of May 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

DEVELOPMENT AGREEMENT

FOR THE PLAT OF LOCHRIDGE

BY AND BETWEEN

THE CITY OF COTTAGE GROVE

AND

PULTE HOMES OF MINNESOTA LLC

AND

RACHEL DEVELOPMENT, INC.

AND

DRP ODIN 16, LLC

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation, DRP Odin 16, LLC, a Delaware limited liability company, Pulte Homes of Minnesota LLC, a Minnesota limited liability company and Rachel Development, Inc., a Minnesota corporation.

RECITALS:

WHEREAS, Rachel Development, Inc. and DRP Odin 16, LLC are the fee simple owners of the DEVELOPMENT PROPERTY, as identified on the FINAL PLAT; and

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPERS and OWNER applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT of Lochridge, which is consistent with the PRELIMINARY PLAT; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, street lighting and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL is approving the FINAL PLAT of Lochridge and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPERS and OWNER enter into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPERS undertake to complete; and
2. The DEVELOPERS shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPERS agree as follows:

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. **BUILDER.** “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

1.3. **CITY.** “CITY” means the City of Cottage Grove, a Minnesota municipal corporation.

1.4. **CITY ENGINEER.** “CITY ENGINEER” means the City Engineer of the City of Cottage Grove or delegates.

1.5. **CITY WARRANTIES.** “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.6. **COMMUNITY DEVELOPMENT DIRECTOR.** “COMMUNITY DEVELOPMENT DIRECTOR” means the Community Development Director of the City of Cottage Grove or delegates.

1.7. **COUNCIL.** “COUNCIL” means the Council of the City of Cottage Grove.

1.8. **COUNTY.** “COUNTY” means Washington County, Minnesota.

1.9. **DEVELOPER 1.** “DEVELOPER 1” means Pulte Homes of Minnesota LLC, a Minnesota limited liability company.

1.10. **DEVELOPER 2.** “DEVELOPER 2” means Rachel Development, Inc., a Minnesota corporation.

1.11. **DEVELOPERS.** “DEVELOPERS” means DEVELOPER 1 and DEVELOPER 2, collectively.

1.12. **DEVELOPER DEFAULT.** “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPERS to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPERS to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) failure by the DEVELOPERS to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) breach of the DEVELOPER WARRANTIES.

1.13. **DEVELOPER IMPROVEMENTS.** “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4 of this

DEVELOPMENT AGREEMENT.

1.14. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.15. DEVELOPMENT AGREEMENT. “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY, OWNER and DEVELOPERS.

1.16. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all street infrastructure, utility and grading plans, drawings, specifications, and surveys, dated March 31, 2025, prepared by Alliant Engineering or as may be updated and approved by the CITY ENGINEER, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.17. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a residential development to be known as Lochridge that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.18. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.19. FINAL ACCEPTANCE. “FINAL ACCEPTANCE” means all conditions of a DEVELOPER IMPROVEMENT have been completed and approved by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR.

1.20. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL on May 21, 2025, attached hereto as Exhibit B.

1.21. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions or District or Federal Court orders that prevent DEVELOPERS from performing their obligations under the DEVELOPMENT AGREEMENT.

1.22. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:	City of Cottage Grove Attention: City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016 jlevitt@cottagegrovemn.gov
If to PULTE:	Pulte Homes of Minnesota, LLC Attn: David Von Ruden 1650 W 82 nd Street 300 Bloomington, MN 55431 david.vonruden@pulte.com
If to RACHEL:	Rachel Development, Inc. Attn: David Stradtman 4180 Napier Court St. Michael, MN 55376 dstradtman@racheldevelopment.com
If to DRP ODIN 16:	DRP Odin 16, LLC c/o DW Partners 520 Madison Avenue, 21 st Floor New York, NY 10022 Attn: Ethan Baer Ethan.baer@domainrealestatepartners.com

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.23. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and
- d) Consulting engineering services.

1.24. ON-SITE IMPROVEMENTS. “ON-SITE IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Washington County
- c) Washington County Highway Department
- d) South Washington Watershed District
- e) Minnesota Department of Health
- f) Minnesota Pollution Control Agency
- g) Metropolitan Council
- h) Minnesota Department of Natural Resources
- i) Minnesota Board of Water and Soil Resources
- j) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.26. OWNER. “OWNER” collectively means DRP Odin 16, LLC, a Delaware limited liability company that will own the portion of DEVELOPMENT PROPERTY being developed by DEVELOPER 1 and Rachel Development, Inc., a Minnesota corporation. Unless specifically identified individually, the term “OWNER” shall mean both DRP Odin 16, LLC and Rachel Development, Inc.

1.27. OWNER DEFAULT. “OWNER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the OWNER to timely pay the CITY any levied assessments required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- c) breach of the OWNER WARRANTIES.

1.28. OWNER WARRANTIES. “OWNER WARRANTIES” means all OWNER WARRANTIES identified in Article 11 of this DEVELOPMENT AGREEMENT.

1.29. PRELIMINARY PLAT. “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.30. PRIOR EASEMENT HOLDERS. “PRIOR EASEMENT HOLDERS” means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the FINAL PLAT or transferred pursuant to this DEVELOPMENT AGREEMENT.

1.31. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable;
- b) Pipeline companies.

ARTICLE 2 **FINAL PLAT APPROVAL**

2.1. FINAL PLAT APPROVAL. The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. RECORDING OF FINAL PLAT. The DEVELOPERS shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPERS show evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3 **ON-SITE IMPROVEMENTS**

3.1. ON-SITE IMPROVEMENTS. DEVELOPER 1 and DEVELOPER 2 shall each construct and install, at their own cost, all ON-SITE IMPROVEMENTS identified and depicted on Exhibit C in accordance with industry standards for making public improvements.

3.2. AREA CHARGES. The CITY imposes Area Charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Section 8-1-3 C.3 and the Fee Schedule. The CITY shall provide credits for portions of the installed trunk infrastructure that are in excess of what is needed for the DEVELOPMENT PROJECT. Such Area Charges are identified on Exhibit G.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPERS shall install, at their own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous

Requirements on Exhibit D, attached hereto.

4.2. GROUND MATERIAL. The DEVELOPERS shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPERS.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.

- a) The DEVELOPERS shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPERS agree to grant to the CITY all necessary outlots and temporary or permanent easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPERS shall enter into any easement agreements and stormwater management agreements with the CITY on property owned by the DEVELOPERS that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales to be seeded and blanketed, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS and the approved grading permit, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS, unless otherwise agreed to by the DEVELOPERS and CITY ENGINEER.
- b) DEVELOPERS shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements may be granted by an acceptable document as approved by the CITY with mutual consent between the CITY and DEVELOPERS. Unless previously agreed to in writing by the CITY and the DEVELOPERS, the DEVELOPERS shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in PDF and AUTOCAD format after the final rough grading is complete for review and approval prior to development utility installation. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed.
- c) Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Building construction and construction activities are not allowed on City-observed holidays, unless agreed to in advance by the CITY ENGINEER.

4.4. GRADING OF PUBLIC STREETS. The DEVELOPERS must grade the areas within the FINAL PLAT and additional areas as identified in the grading plans, in order to be able to convey and treat water from the FINAL PLAT. Grading of all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan and as secured by the LOC required in Exhibit F shall be done in accordance with the grading plan provided to and approved by the CITY. If the DEVELOPERS do not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPERS.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPERS will construct a bituminous wedge for the roadways within the FINAL PLAT. The bituminous wedge will be removed, and final wear course installed once 90% of the residences have final Certificates of Occupancy or after two (2) years. At the end of two (2) years from the day the bituminous wedge is installed, even if 90% of the homes do not have Certificates of Occupancy, the DEVELOPERS will remove the wedge and place the wear course pavement. The DEVELOPERS are responsible for the replacement of any damaged sidewalk or curbside (this obligation does not preclude DEVELOPERS and BUILDER(s) from making agreement for reimbursement of replacement obligations from BUILDER(s) to DEVELOPERS). The BUILDER will be responsible to preserve and protect the public roadway and any sidewalk/trail.

4.6. PUBLIC STREET MAINTENANCE. DEVELOPERS are responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT and DEVELOPMENT PLANS from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPERS are responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPERS are keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPERS. DEVELOPERS may assign this responsibility to the BUILDERS.

4.8. STREET SIGNS. The CITY shall manufacture and install street identification signs and non-mechanical and non-electrical traffic control signs. DEVELOPERS shall be financially responsible for these costs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY.

4.9. SOD AND CURB BOX. The DEVELOPERS agree that the BUILDER must pay for and install cultured sod from the street curb to the rear lot line(s) of each lot in the entire FINAL PLAT and curb box shall be installed in working condition. For a lot where a Temporary Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by July 15; for a lot where a Temporary Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by the BUILDER by October 15. Notwithstanding anything to the contrary in this DEVELOPMENT AGREEMENT, it is agreed

that in lieu of the BUILDER installing sod on each lot, the BUILDER may provide to a lot owner a certificate that entitles the lot owner to have sod delivered to that lot at the owner's request for installation by the lot owner.

4.10. BOULEVARD AND AREA RESTORATION. All boulevards shall be permanently sodded within 30 days of final grading, with the exception of those boulevards directly adjacent to buildable lots. These boulevards may be temporarily seeded until the lot is final graded, and then sod shall be installed. The DEVELOPERS shall restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPERS shall remove the silt fences once the vegetation on the surrounding area has reached 70% coverage.

4.11. LOT CORNER MONUMENTS. The DEVELOPERS shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPERS shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. BOULEVARD TREES. No boulevard trees shall be planted in the front or side residential lot lines adjacent to a street, except for boulevard trees along Ravine Parkway. For the trees along Ravine Parkway, the CITY Forester shall review and approve the location of the boulevard trees to be planted. The minimum size of tree to be planted in the CITY's right-of-way shall be two-and-a-half caliper (2½"), as measured by the American Association of Nurserymen. Any boulevard tree shall be warranted to be alive, of good quality, and disease free as determined by the CITY Forester for twelve (12) months after planting.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPERS or BUILDER shall clear, on a daily basis, any soil, earth or construction debris from the surrounding streets and lands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPERS or their agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPERS shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPERS agree to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance as determined by the CITY ENGINEER by October 15, or later if approved by the CITY's Public Works Director. CITY will consider the following factors when considering acceptance for winter maintenance: the status of installation of curb, pavement and wedge. Completion of the work described in this section shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPERS that repair or restoration is required.

4.14. OCCUPANCY AND ACCESS.

- a) No building permit for any lot shall be issued until the DEVELOPERS have constructed a temporary access consisting of a bituminous surface base that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for two model home building permits per DEVELOPER if approved by the CITY's Building Official and Fire Marshal as follows:
 - i. One model home permit per DEVELOPER may be issued prior to roadway Class V gravel base and utilities being installed; and
 - ii. One additional model home building permit may be issued per DEVELOPER after Class V gravel base and utilities and storm pipes have been installed to serve the lots for the model homes as long as the "Out of Service" hydrant tags have been installed on all out of service hydrants.
- b) A Temporary Certificate of Occupancy for any home may be issued in accordance with the following:
 - i. The DEVELOPERS have constructed a temporary bituminous roadway that is acceptable in design and approved by the CITY;
 - ii. Water and sanitary sewer improvements are installed, tested, televised, reviewed and available for use as described in Exhibit D, Section 2(d). Hydrant tags must also be removed;
 - iii. The DEVELOPERS submit a Temporary Certificate of Occupancy Request and Acknowledgement Form, and the Residential Temporary Certificate of Occupancy Fee is paid, pursuant to the CITY's Fee Table;
 - iv. If requested from July 1 through October 1, in addition to the above, grading as-builts have been approved by the CITY ENGINEER.

Furthermore, the DEVELOPERS are responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied home or homes, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph must be completed by July 15; for a lot for which a Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by October 15.

4.16. VEGETATION. The DEVELOPERS shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements,

construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPERS shall install tree protection around all trees that are to be saved as shown in the approved DEVELOPMENT PLANS prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

4.17. LANDSCAPING. The responsibility for landscaping requirements is as follows:

- a) The DEVELOPERS are responsible for installing all landscaping improvements within their respective lots as shown on the approved landscape plan. Landscaping for individual lots shall be installed during the construction of each lot.
- b) DEVELOPER 1 is responsible for installing sod on Outlot F, Lochridge, which provides access to the stormwater pond located on Outlot E, Lochridge.
- c) Single-family lots shall meet the following standards:
 - i. Property owners shall maintain their yards all the way to the curb or shoulder of the abutting roadways, sidewalks and trail for each parcel, including any landscaping in the boulevards.
 - ii. Property owners shall maintain their yards to the edge of any abutting CITY trail.
 - iii. The DEVELOPMENT PROJECT must meet required landscaping standards in City Code. In addition, lots less than 60 feet wide must have at least two (2) trees, one (1) of which must be in the front yard and the front yard tree must be at least 30 feet tall with a canopy spread of no more than 30 feet. Lots more than 60 feet wide must have at least three (3) trees, one (1) of which must be in the front yard and the front yard tree must be at least 30 feet tall but may have a canopy spread of more than 30 feet.

4.18. EROSION CONTROL. The DEVELOPERS shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency online *Minnesota Stormwater Manual* and the grading permit from the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the CITY ENGINEER. The DEVELOPERS shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS and as required in Exhibit F. The DEVELOPERS shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded, and improvements are completed. As a portion of the erosion control plan, the DEVELOPERS shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPERS must provide erosion control devices as detailed on the DEVELOPMENT PLANS or as reasonably required by CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPERS do not provide erosion control, the CITY may, after a twenty-four (24) hour notice, take appropriate action to control erosion. The CITY may, without notice draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY's option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS on the relevant portion of DEVELOPMENT PROPERTY.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. It is agreed that DEVELOPERS may transfer their responsibility for sod installation, Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control provided DEVELOPERS ultimately remain liable for the performance or nonperformance thereof and it is understood and agreed that upon transfer of the NPDES permit to the BUILDER or buyer of an individual lot, all responsibilities subsumed under the said NPDES permit specific to the subject lot shall, thereafter, be the BUILDER's or buyer's responsibility and not DEVELOPERS' responsibility.

4.20. WEED/GRASS MAINTENANCE. During the term of this AGREEMENT, DEVELOPERS must not allow or permit within the FINAL PLAT, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush until FINAL ACCEPTANCE. However, in CITY outlots, native plants are allowed pursuant to CITY Code Section 4-3-1(B)(2)(L). In the event the DEVELOPERS fail to comply with this provision, the CITY may give the DEVELOPERS notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPERS or assessed against the property that is in violation. The DEVELOPERS shall maintain all CITY Outlots until acceptance in writing by CITY.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

5.1. PARK DEDICATION. Park Dedication Fees have been satisfied by the deeding of Outlot A, Lochridge and Outlots A and B, Waters at Michaels Pointe to the CITY. See park dedication calculations on Exhibit G.

ARTICLE 6

PERMITS, LICENSES AND OTHER APPROVALS

6.1. PERMITS. The DEVELOPERS shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and all fines or penalties levied by any agency due to the failure of the DEVELOPERS to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPERS. The DEVELOPERS shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPERS. City will work with DEVELOPERS to have UTILITY COMPANIES relocate their utilities.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein.

7.2. HOMEOWNERS' ASSOCIATION. DEVELOPER 1 shall create a Homeowners' Association ("HOA") within 180 days of the Effective Date of this DEVELOPMENT AGREEMENT that governs the rights and responsibilities of HOA for ownership and maintenance of Outlots D, F and G, Lochridge, as well as for maintenance of the retaining wall located on Lots 2, 3, 4, Block 2, Lochridge and Outlot J, Lochridge.

7.3. OUTLOT I. It is acknowledged and understood that DEVELOPER 2 is retaining ownership of Outlot I, Lochridge, with the intent that future development will connect to and have access to Road B, as shown on the FINAL PLAT. When the adjacent property to the west of Outlot I develops, DEVELOPER 2 agrees to negotiate in good faith with the current property owner or a future developer and with the CITY, to ensure that residential lots can be created on the adjacent property with direct access to Isle Avenue South and the utilities that lie therein, in order to provide residential lots on both sides of Isle Avenue South.

7.4. LANDSCAPING ADJACENT TO JAMAICA AVENUE. DEVELOPER 1 is proposing to install landscaping in rear yards adjacent to Jamaica Avenue on or around Lots 1-6, Block 8, Lots 1-6, Block 9, Lot 1, Block 10, and Outlot D, Lochridge. With the anticipated construction of Jamaica Avenue in the near future, CITY agrees that the landscaping in the rear yards adjacent to Jamaica Avenue in or around the lots identified herein, shall not be installed as part of this DEVELOPMENT PROJECT, but shall be installed with the development of Outlot J or by October 31, 2028, whichever occurs first.

7.5. TRAIL IN WATERS AT MICHAELS POINTE PLAT. DEVELOPER 1 will construct a trail in the Waters at Michaels Pointe Plat that will connect to a trail in the Lochridge Plat, as depicted in the DEVELOPMENT PLANS. CITY will reimburse DEVELOPER 1 for the actual costs of the construction of the trail through the Waters at Michaels Pointe Plat following completion of the trail and acceptance by the CITY ENGINEER, but such reimbursement will occur no sooner than June 30, 2027.

7.6. PARKING LOT IN OUTLOT A. DEVELOPER 1 will construct a parking lot in Outlot A, Lochridge for the CITY park, as depicted in the DEVELOPMENT PLANS. CITY will reimburse the DEVELOPER 1 for the actual construction costs of the storm sewer for the parking lot and water service for the parking lot immediately following construction and acceptance by the CITY ENGINEER. These two items shall be installed with the Lochridge Plat utility work. CITY will reimburse DEVELOPER 1 for the actual costs of construction of the parking lot following completion of the parking lot and acceptance by the CITY ENGINEER, but such reimbursement will occur no sooner than June 30, 2027.

ARTICLE 8

WARRANTY PERIOD

8.1. WARRANTY PERIOD. Upon FINAL ACCEPTANCE, CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, will provide written notice to DEVELOPER 1 and DEVELOPER 2 for each relevant warranty period.

8.2. WARRANTY ON PROPER WORK AND MATERIALS. Each DEVELOPER warrants all respective work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

- a) Landscaping, which includes all trees, grass, and sod in boulevards not adjacent to a buildable lot, outlots, parks and open space, shall be warranted to be alive, of good quality and disease free for a period of one (1) year after planting. Any replacements shall be similarly warranted for one year after planting.
- b) Streets, sidewalks, trails, lighting and utilities shall be warranted for a period of two (2) years and begins after acceptance by the CITY. The warranty shall include the obligation of the DEVELOPERS to repair and correct any damage to or deficiency in such improvements during the warranty period.

ARTICLE 9

RESPONSIBILITY FOR COSTS

9.1. DEVELOPER IMPROVEMENTS, ON-SITE IMPROVEMENTS COSTS. The DEVELOPERS shall each pay for the DEVELOPER IMPROVEMENTS, and ON-SITE IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

The DEVELOPERS are each responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPERS.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPERS to CITY within thirty (30) days after DEVELOPERS receives notices of such deductions.

9.2. **ENFORCEMENT COSTS.** The DEVELOPERS shall each pay the CITY for its portion of costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.3. **TIME OF PAYMENT.** DEVELOPERS shall pay their portion of all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. **STATEMENT OF DEVELOPER WARRANTIES.** The DEVELOPERS hereby warrant and represent the following:

a) **AUTHORITY.**

i. DEVELOPER 1 has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER 1 to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

ii. DEVELOPER 2 is fee title owner and developer of its respective portion of the DEVELOPMENT PROPERTY which is depicted on Exhibit C, and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER 2 to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

b) **NO DEFAULT.** DEVELOPERS are not in default under any lease, contract or agreement to which they are a party or by which they are bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPERS are not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPERS or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

c) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPERS have complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPERS are not aware of any pending or threatened claim of any such violation.

- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPERS will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPERS or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPERS are not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **FULL DISCLOSURE.** None of the representatives and warranties made by DEVELOPERS or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPERS or on their behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **OBTAINING PERMITS.** The DEVELOPERS shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11

OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby warrants and represents as follows:

- a) **AUTHORITY.** OWNER, DRP Odin 16, LLC is the fee simple OWNER of DEVELOPER 1's portion of DEVELOPMENT PROPERTY which is depicted on Exhibit C, and OWNER, Rachel Development, Inc. is the fee simple OWNER of its portion of DEVELOPMENT PROPERTY which is depicted on Exhibit C, and each OWNER has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents

of any persons are necessary in connection with the authority of each OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

- b) **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party of by which it is bound which affect performance under this DEVELOPMENT AGREEMENT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER.
- d) **FULL DISCLOSURE.** None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

ARTICLE 12

CITY WARRANTIES

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

ARTICLE 13

INDEMNIFICATION OF CITY

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPERS shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPERS of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPERS to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPERS or OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) failure by the DEVELOPERS to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPERS to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;
- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by DEVELOPERS or OWNER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPERS and OWNER. The DEVELOPERS and OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPERS and OWNER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPERS and OWNER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPERS and OWNER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times

also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPERS and OWNER fail to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPERS and OWNER.

ARTICLE 14 **CITY REMEDIES UPON DEVELOPER DEFAULT**

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the defaulting DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT, and the respective DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the respective DEVELOPER, after FORMAL NOTICE to it by the CITY, do not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the respective irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof, of the DEVELOPER in default;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT for the defaulting DEVELOPER;
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the defaulting DEVELOPER, in which case the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPERS and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPERS or OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT

AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPERS and OWNER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPERS without giving any notice or FORMAL NOTICE to the defaulting DEVELOPER and without giving the defaulting DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY against the relevant portion of DEVELOPMENT PROPERTY; and the defaulting DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPERS and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPERS' LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPERS shall deposit with the CITY an irrevocable LOC for the respective amounts required in Exhibits C and F, as allocated to each. In lieu of an irrevocable LOC, DEVELOPERS may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall have auto-renewal terms. The irrevocable LOC shall secure compliance by the DEVELOPERS with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, or for any of the following reasons:

- a) at DEVELOPERS' written request; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY.

The CITY shall use the respective LOC proceeds or cash escrows deposited by DEVELOPER 1 and DEVELOPER 2 as identified on Exhibit C to reimburse the CITY for its costs and to cause the ON-SITE IMPROVEMENTS to be constructed by the respective developer, to the extent practicable;

and shall use the LOC proceeds and cash escrows on Exhibits F and G to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS identified on Exhibits F and G, to be constructed by DEVELOPERS to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS, ON-SITE IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPERS. At DEVELOPERS' request and CITY's written consent, which shall not be unreasonably withheld, in lieu of using the LOC proceeds or cash escrows, the CITY and DEVELOPERS may enter into a deferred assessment waiver agreement for a portion or all of the CITY's reimbursement costs.

With CITY approval, the respective LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LOC RELEASE AND CASH ESCROW INCREASE. The DEVELOPERS may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced for ON-SITE IMPROVEMENTS for which they are responsible within their respective portion of the DEVELOPMENT PROJECT, which is depicted on Exhibit C, at the following milestones:

- a) **LOC or Cash Escrow Reductions.** DEVELOPERS may each request LOC or cash escrow deposits be reduced at the following milestones and in such amounts that are commensurate with the amount of work that has been completed to date, but subject to the limitations for retainage amounts needed during the warranty period, as described below:
 - i. Two (2) grading reductions at least two (2) months apart, except for pond cleaning.
 - ii. Three (3) ON-SITE IMPROVEMENT reductions at least two (2) months apart.
 - iii. One (1) landscaping reduction.
- b) **LOC or Cash Escrow Release.** Upon FINAL ACCEPTANCE by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR of each portion of the DEVELOPER IMPROVEMENTS and upon commencement of the warranty periods, the LOC or cash escrows will be released as follows:
 - i. Grading will be released in full and no retainage is required through the warranty period with the exception of pond cleaning which will be retained in its entirety through the warranty period.
 - ii. Landscaping will be reduced by 50% and the balance will be retained through the warranty period.
 - iii. Streets will be reduced by 75% and the balance will be retained through the warranty period.
 - iv. ON-SITE IMPROVEMENTS will be reduced by 75% and the balance will be retained through the warranty period.

Following the expiration of the warranty periods, all LOC and cash escrows will be released.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the relevant DEVELOPER posts an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes. LOC reductions will be processed within 30 days of DEVELOPERS' request.

15.3. DEVELOPERS' CASH FEES AND CASH ESCROW REQUIREMENTS. Prior to the FINAL PLAT being released for recording, DEVELOPERS shall deposit cash and cash escrows with the CITY for those items and in the amounts required in Exhibit G, as allocated to each. DEVELOPERS shall be responsible for all fees related to the purpose of the cash escrow. If the cash escrow deposit is depleted to 50%, DEVELOPERS shall be required to replenish the cash escrow deposit to 100% within 30 days' notice by the CITY.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. DEVELOPERS shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto. If the DEVELOPERS are the only BUILDER pulling building permits, the CITY, in its sole discretion, may accept an irrevocable LOC from the DEVELOPERS for each lot, in an amount equal to or exceeding the total amount of cash escrow requirement that would otherwise be required under this paragraph.

ARTICLE 16 **MISCELLANEOUS**

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. NO MODIFICATIONS TO DEVELOPMENT PROJECT. All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by DEVELOPERS on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and DEVELOPERS will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the CITY, which consent shall not be unreasonably withheld.

16.3. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPERS and OWNER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT and shall be binding upon the successors and assigns of the DEVELOPERS and OWNER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPERS and OWNER in the land made the subject of the FINAL PLAT.

16.7. CONTRACT ASSIGNMENT. The DEVELOPERS may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPERS' obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPERS' obligations hereunder shall continue in full force and effect, even if the DEVELOPERS sell one or more lots, the entire PLAT, or any part of it.

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

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPERS are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPERS shall prevail.

16.13. ACCESS. The DEVELOPERS hereby grant to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and ON-SITE IMPROVEMENTS.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

CITY 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 on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

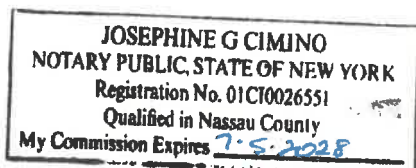
DRP ODIN 16, LLC

By: *Houdin Honarvar*
Printed Name: Houdin Honarvar
Its: Authorized Signatory

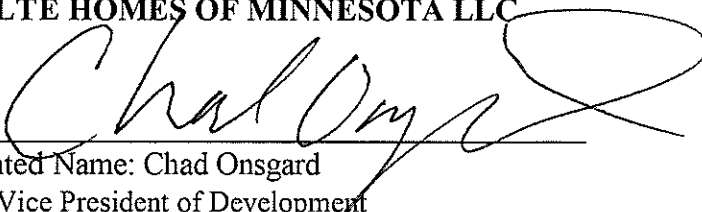
STATE OF N.Y.)
)
COUNTY OF N.Y.) ss.

The foregoing instrument was acknowledged before me on this ~~May 13th~~ 15th day of May, 2025, by of DRP Odin 16, LLC, a Delaware limited liability company, on behalf of said company.

Josephine G. Cimino
Notary Public



PULTE HOMES OF MINNESOTA LLC

By: 

Printed Name: Chad Onsgard

Its: Vice President of Development

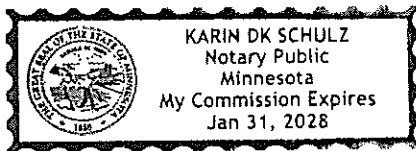
STATE OF MINNESOTA)

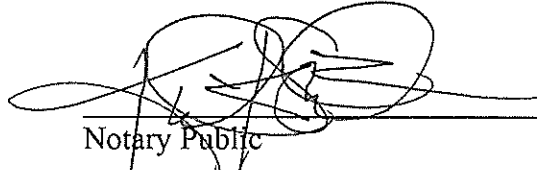
)

ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 15th day of MAY, 2025, by Chad Onsgard as Vice President of Development of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on behalf of said company.





Notary Public

By:

Its: Vice President of Development

SS.

The foregoing instrument was acknowledged before me on this 15th day of May, 2025, by David Stradtman as Vice President of Development of Rachel Development, Inc., a Minnesota corporation, on behalf of said corporation.

Lisa Funk
Notary Public



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

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

Lots 1-10, inclusive, Block 1, Lochridge;
Lots 1-4, inclusive, Block 2, Lochridge;
Lots 1-22, inclusive, Block 3, Lochridge;
Lots 1-18, inclusive, Block 4, Lochridge;
Lots 1-6, inclusive, Block 5, Lochridge;
Lots 1-4, inclusive, Block 6, Lochridge;
Lots 1-6, inclusive, Block 7, Lochridge;
Lots 1-6, inclusive, Block 8, Lochridge;
Lots 1-6, inclusive, Block 9, Lochridge;
Lots 1-4, inclusive, Block 10, Lochridge;
Lots 1-4, inclusive, Block 11, Lochridge;
Lots 1-4, inclusive, Block 12, Lochridge;
Lots 1-4, inclusive, Block 13, Lochridge;
Lots 1-4, inclusive, Block 14, Lochridge;
Outlots A, B, C, D, E, F, G, H, I, J, Lochridge

LOCHRIDGE

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.

I, _____, County Clerk, do hereby certify that _____ is the duly qualified and authorized agent of the _____, and that the foregoing instrument was duly executed and acknowledged by the _____ on this _____ day of _____, 20____.

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.

I, _____, County Clerk, do hereby certify that _____ is the duly qualified and authorized agent of the _____, and that the foregoing instrument was duly executed and acknowledged by the _____ on this _____ day of _____, 20____.

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.

EXHIBIT B
FINAL PLAT

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.

I, _____, County Clerk, do hereby certify that _____ is the duly qualified and authorized agent of the _____, and that the foregoing instrument was duly executed and acknowledged by the _____ on this _____ day of _____, 20____.

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.

I, _____, County Clerk, do hereby certify that _____ is the duly qualified and authorized agent of the _____, and that the foregoing instrument was duly executed and acknowledged by the _____ on this _____ day of _____, 20____.

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public, _____ County, _____ State.

My Commission Expires _____.



LOCHRIDGE

Sheet 2 of 4 Sheets

EXHIBIT B FINAL PLAT CONT.

THE VALUE OF EACH SECTION A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

LOCHRIDGE

LEGEND

- 1. Dimensions of 1/2 inch, 1/4 inch, 1/8 inch, 1/16 inch, 1/32 inch, 1/64 inch, 1/128 inch, 1/256 inch, 1/512 inch, 1/1024 inch, 1/2048 inch, 1/4096 inch, 1/8192 inch, 1/16384 inch, 1/32768 inch, 1/65536 inch, 1/131072 inch, 1/262144 inch, 1/524288 inch, 1/1048576 inch, 1/2097152 inch, 1/4194304 inch, 1/8388608 inch, 1/16777216 inch, 1/33554432 inch, 1/67108864 inch, 1/134217728 inch, 1/268435456 inch, 1/536870912 inch, 1/1073741824 inch, 1/2147483648 inch, 1/4294967296 inch, 1/8589934592 inch, 1/17179869184 inch, 1/34359738368 inch, 1/68719476736 inch, 1/137438953472 inch, 1/274877906944 inch, 1/549755813888 inch, 1/1099511627776 inch, 1/2199023255552 inch, 1/4398046511104 inch, 1/8796093022208 inch, 1/17592186044416 inch, 1/35184372088832 inch, 1/70368744177664 inch, 1/140737488355328 inch, 1/281474976710656 inch, 1/562949953421312 inch, 1/1125899906842624 inch, 1/2251799813685248 inch, 1/4503599627370496 inch, 1/9007199254740992 inch, 1/18014398509481984 inch, 1/36028797018963968 inch, 1/72057594037927936 inch, 1/144115188075855872 inch, 1/288230376151711744 inch, 1/576460752303423488 inch, 1/1152921504606846976 inch, 1/2305843009213693952 inch, 1/4611686018427387904 inch, 1/9223372036854775808 inch, 1/18446744073709551616 inch, 1/36893488147419103232 inch, 1/73786976294838206464 inch, 1/147573952589676412928 inch, 1/295147905179352825856 inch, 1/590295810358705651712 inch, 1/1180591620717411303424 inch, 1/2361183241434822606848 inch, 1/4722366482869645213696 inch, 1/9444732965739290427392 inch, 1/18889465931478580854784 inch, 1/37778931862957161709568 inch, 1/75557863725914323419136 inch, 1/151115727451828646838272 inch, 1/302231454903657293676544 inch, 1/604462909807314587353088 inch, 1/1208925819614629174706176 inch, 1/2417851639229258349412352 inch, 1/4835703278458516698824704 inch, 1/9671406556917033397649408 inch, 1/19342813113834066795298816 inch, 1/38685626227668133590597632 inch, 1/77371252455336267181195264 inch, 1/154742504910672534362390528 inch, 1/309485009821345068724781056 inch, 1/618970019642690137449562112 inch, 1/1237940039285380274899124224 inch, 1/2475880078570760549798248448 inch, 1/4951760157141521099596496896 inch, 1/9903520314283042199192993792 inch, 1/19807040628566084398385987584 inch, 1/39614081257132168796771975168 inch, 1/79228162514264337593543950336 inch, 1/158456325028528675187087900672 inch, 1/316912650057057350374175801344 inch, 1/633825300114114700748351602688 inch, 1/1267650600228229401496703205376 inch, 1/2535301200456458802993406410752 inch, 1/5070602400912917605986812821504 inch, 1/10141204801825835211973625643008 inch, 1/20282409603651670423947251286016 inch, 1/40564819207303340847894502572032 inch, 1/81129638414606681695789005144064 inch, 1/162259276829213363391578010288128 inch, 1/324518553658426726783156020576256 inch, 1/649037107316853453566312041152512 inch, 1/1298074214633706907132624082305024 inch, 1/2596148429267413814265248164610048 inch, 1/5192296858534827628530496329220096 inch, 1/10384593717069655257060992658440192 inch, 1/20769187434139310514121985316880384 inch, 1/41538374868278621028243970633760768 inch, 1/83076749736557242056487941267521536 inch, 1/166153499473114484112975882535043072 inch, 1/332306998946228968225951765070086144 inch, 1/664613997892457936451903530140172288 inch, 1/1329227995784915872903807060280344576 inch, 1/2658455991569831745807614120560689152 inch, 1/5316911983139663491615228241121378304 inch, 1/10633823966279326983230456482242756608 inch, 1/21267647932558653966460912964485513216 inch, 1/42535295865117307932921825928971026432 inch, 1/85070591730234615865843651857942052864 inch, 1/170141183460469231731687303715884105728 inch, 1/340282366920938463463374607431768211456 inch, 1/680564733841876926926749214863536422912 inch, 1/1361129467683753853853498429727072845824 inch, 1/2722258935367507707706996859454145691648 inch, 1/5444517870735015415413993718908291383296 inch, 1/10889035741470030830827987437816582766592 inch, 1/21778071482940061661655974875633165533184 inch, 1/43556142965880123323311949751266331066368 inch, 1/87112285931760246646623899502532662132736 inch, 1/174224571863520493293247799005065324265472 inch, 1/348449143727040986586495598010130648530944 inch, 1/696898287454081973172991196020261297061888 inch, 1/1393796574908163946345982392040522594123776 inch, 1/2787593149816327892691964784081045188247552 inch, 1/5575186299632655785383929568162090376495104 inch, 1/11150372599265311570767859136324180752990208 inch, 1/22300745198530623141535718272648361505980416 inch, 1/44601490397061246283071436545296723011960832 inch, 1/89202980794122492566142873090593446023921664 inch, 1/178405961588244985132285746181186892047843328 inch, 1/356811923176489970264571492362373784095686656 inch, 1/713623846352979940529142984724747568191373312 inch, 1/1427247692705959881058285969449495136382746624 inch, 1/2854495385411919762116571938898990272765493248 inch, 1/5708990770823839524233143877797980545530986496 inch, 1/11417981541647679048466287755595961091061972992 inch, 1/22835963083295358096932575511191922182123945984 inch, 1/45671926166590716193865151022383844364247891968 inch, 1/91343852333181432387730302044767688728495783936 inch, 1/182687704666362864775460604089535377456991567872 inch, 1/365375409332725729550921208179070754913983135744 inch, 1/730750818665451459101842416358141509827966271488 inch, 1/1461501637330902918203684832716283019655932542976 inch, 1/2923003274661805836407369665432566039311865085952 inch, 1/5846006549323611672814739330865132078623730171904 inch, 1/11692013098647223345629478661730264157247460343808 inch, 1/23384026197294446691258957323460528314494920687616 inch, 1/46768052394588893382517914646921056628989841375232 inch, 1/93536104789177786765035829293842113257979682750464 inch, 1/187072209578355573530071658587684226515959365500928 inch, 1/374144419156711147060143317175368453031918731001856 inch, 1/748288838313422294120286634350736906063837462003712 inch, 1/1496577676626844588240573268701473812127674924007424 inch, 1/2993155353253689176481146537402947624255349848014848 inch, 1/5986310706507378352962293074805895248510699696029696 inch, 1/11972621413014756705924586149611790497021399392059392 inch, 1/23945242826029513411849172299223580994042798784118784 inch, 1/47890485652059026823698344598447161988085597568237568 inch, 1/95780971304118053647396689196894323976171195136475136 inch, 1/191561942608236107294793378393788647952342390272950272 inch, 1/383123885216472214589586756787577295904684780545900544 inch, 1/766247770432944429179173513575154591809369561091801088 inch, 1/1532495540865888858358347027150309183618739122183602176 inch, 1/3064991081731777716716694054300618367237478244367204352 inch, 1/6129982163463555433433388108601236734474956488734408704 inch, 1/12259964326927110866866776217202473468949912977468817408 inch, 1/24519928653854221733733552434404946937899825954937634816 inch, 1/49039857307708443467467104868809893875799651909875269632 inch, 1/98079714615416886934934209737619787751599303819750539264 inch, 1/196159429230833773869868419475239575503198607639501078528 inch, 1/392318858461667547739736838950479151006397215279002157056 inch, 1/784637716923335095479473677900958302012794430558004314112 inch, 1/1569275433846670190958947355801916604025588861116008628224 inch, 1/3138550867693340381917894711603833208051177722232017256448 inch, 1/6277101735386680763835789423207666416102355444464034512896 inch, 1/12554203470773361527671578846415332832204710888928069025792 inch, 1/25108406941546723055343157692830665664409421777856138051584 inch, 1/50216813883093446110686315385661331328818843555712276103168 inch, 1/100433627766186892221372630771322662657637687111424552206336 inch, 1/200867255532373784442745261542645325315275374222849104412672 inch, 1/401734511064747568885490523085290650630550748445698208825344 inch, 1/803469022129495137770981046170581301261101496891396417650688 inch, 1/1606938044258990275541962092341162602522202993782792835301376 inch, 1/3213876088517980551083924184682325205044405987565585670602752 inch, 1/6427752177035961102167848369364650410088811975131171341205504 inch, 1/12855504354071922204335696738729300820177623950262342682411008 inch, 1/25711008708143844408671393477458601640355247900524685364822016 inch, 1/51422017416287688817342786954917203280710495801049370729644032 inch, 1/102844034832575377634685573909834406561420991602098741459288064 inch, 1/205688069665150755269371147819668813122841983204197482918576128 inch, 1/411376139330301510538742295639337626245683966408394965837152256 inch, 1/822752278660603021077484591278675252491367932816789931674304512 inch, 1/1645504557321206042154969182557350504982735865633579863348609024 inch, 1/3291009114642412084309938365114701009965471731267159726697218048 inch, 1/6582018229284824168619876730229402019930943462534319453394436096 inch, 1/13164036458569648337239753460458804039861886925068638906788872192 inch, 1/26328072917139296674479506920917608079723773850137277813577744384 inch, 1/52656145834278593348959013841835216159447547700274555627155488768 inch, 1/105312291668557186697918027683670432318895095400549111254310977536 inch, 1/210624583337114373395836055367340864637790190801098222508621955072 inch, 1/421249166674228746791672110734681729275580381602196445017243910144 inch, 1/842498333348457493583344221469363458551160763204392890034487820288 inch, 1/1684996666896914987166688442938726917102321526408785780068975640576 inch, 1/3369993333793829974333376885877453834204643052817571560137951281152 inch, 1/6739986667587659948666753771754907668409286105635143120275902562304 inch, 1/13479973335175319897333507543509815336818572211270286240551805124608 inch, 1/26959946670350639794667015087019630673637144422540572481103610249216 inch, 1/53919893340701279589334030174039261347274288845081144962207220498432 inch, 1/107839786681402559178668060348078522694548577690162289924414440996864 inch, 1/215679573362805118357336120696157045389097155380324579848828881993728 inch, 1/431359146725610236714672241392314090778194310760649159697657763987456 inch, 1/862718293451220473429344482784628181556388621521298319395315527974912 inch, 1/1725436586902440946858688965569256363112777243042596638790631055949824 inch, 1/3450873173804881893717377931138512726225554486085193277581262111899648 inch, 1/6901746347609763787434755862277025452451108972170386555162524223799296 inch, 1/13803492695219527574869511724554050904902217944340773110325048447598592 inch, 1/27606985390439055149739023449108101809804435888681546220650096895197184 inch, 1/55213970780878110299478046898216203619608871777363092441300193790394368 inch, 1/110427941561756220598956093796432407239217743554726184882600387580788736 inch, 1/220855883123512441197912187592864814478435487109452369765200775161577472 inch, 1/441711766247024882395824375185729628956870974218904739530401550323154944 inch, 1/883423532494049764791648750371459257913741948437809479060803100646309888 inch, 1/1766847064988099529583297500742918515827483896875618958121606201292619776 inch, 1/3533694129976199059166595001485837031654967793751237916243212402585239552 inch, 1/7067388259952398118333190002971674063309935587502475832486424805170479104 inch, 1/14134776519904796236666380005943348126619871175004951664972849610340958208 inch, 1/28269553039809592473332760011886696253239742350009903329945699220681916416 inch, 1/56539106079619184946665520023773392506479484700019806659891398441363832832 inch, 1/113078212159238369893331040047546785012958969400039613319782796882727665664 inch, 1/226156424318476739786662080095093570025917938800079226639565593765455331328 inch, 1/4523128486369534795733241601901871400518358776001584532791

EXHIBIT C
ON-SITE IMPROVEMENTS

Site Improvement LOC - Developer 1	Estimated Construction Cost
Sanitary Sewer	\$ 676,340.55
Watermain	\$ 1,011,894.56
Storm Sewer	\$ 1,147,607.30
Streets	\$ 982,130.97
Street Lighting	\$ 179,054.00
Ravine Parkway	\$ 762,596.70
Jamaica Avenue Turn Lanes	\$ 163,760.56
Subtotal:	\$ 4,923,384.64
LOC (125%)	\$ 6,154,230.80
Final Streets Construction Cost	\$ 206,377.00
Final Streets LOC (130%):	\$ 268,290.10
Record Plan (2%)	\$ 98,467.69
Total Site Improvement LOC:	\$ 6,520,988.59

Site Improvement LOC - Developer 2	Estimated Construction Cost
Sanitary Sewer	\$ 77,865.26
Watermain	\$ 112,310.77
Storm Sewer	\$ 47,631.10
Streets	\$ 117,170.77
Street Lighting	\$ 21,150.00
Subtotal:	\$ 376,127.90
LOC (125%)	\$ 470,159.88
Final Streets Construction Cost	\$ 35,692.50
Final Streets LOC (130%):	\$ 46,400.25
Record Plan (2%)	\$ 7,522.56
Total Site Improvement LOC:	\$ 524,082.68

EXHIBIT C (CONT.)
DEPICTION OF DEVELOPER 1 AND 2
ON-SITE IMPROVEMENTS

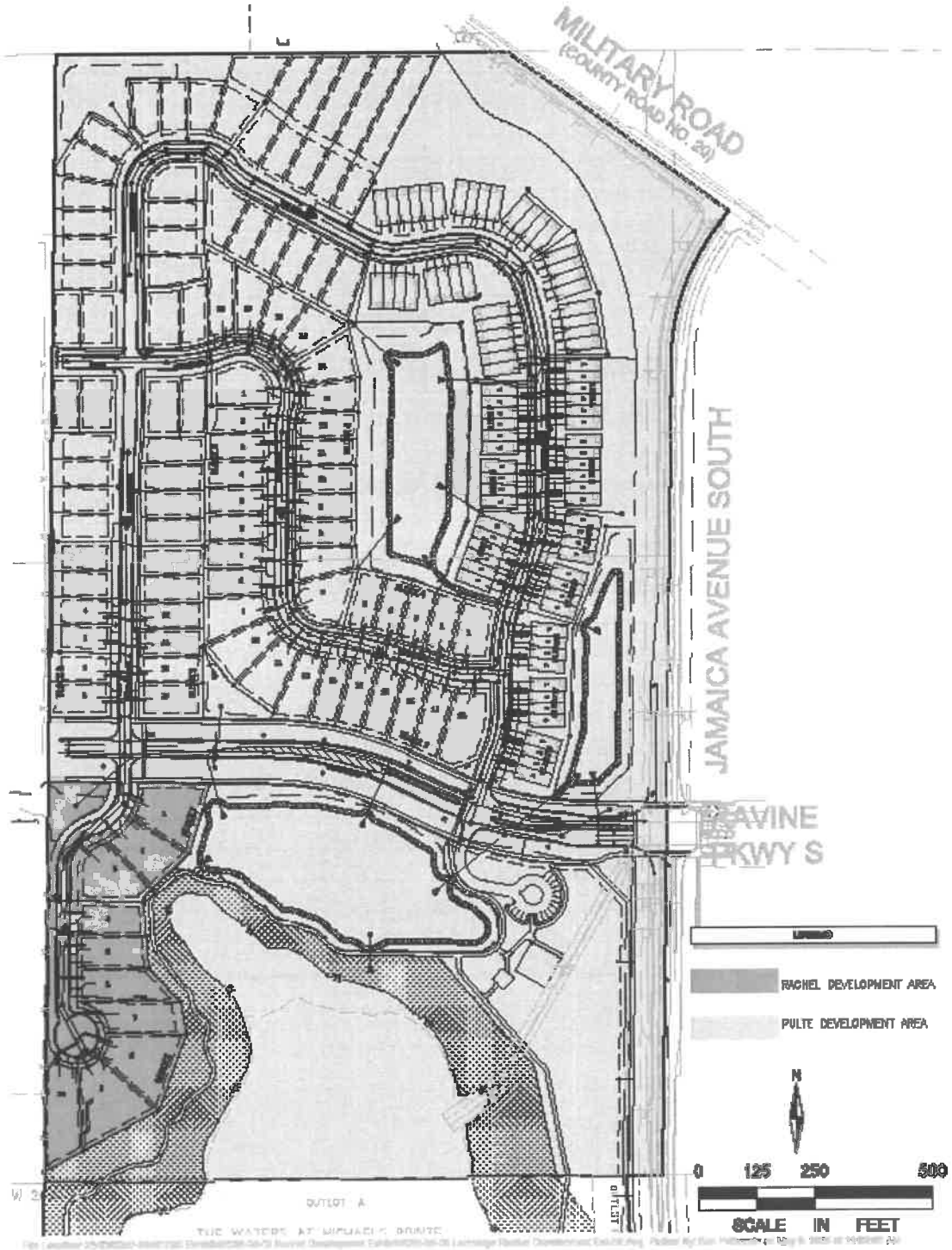


EXHIBIT C (CONT.)
DEPICTION OF DEVELOPER 1 AND DEVELOPER 2
UTILITIES

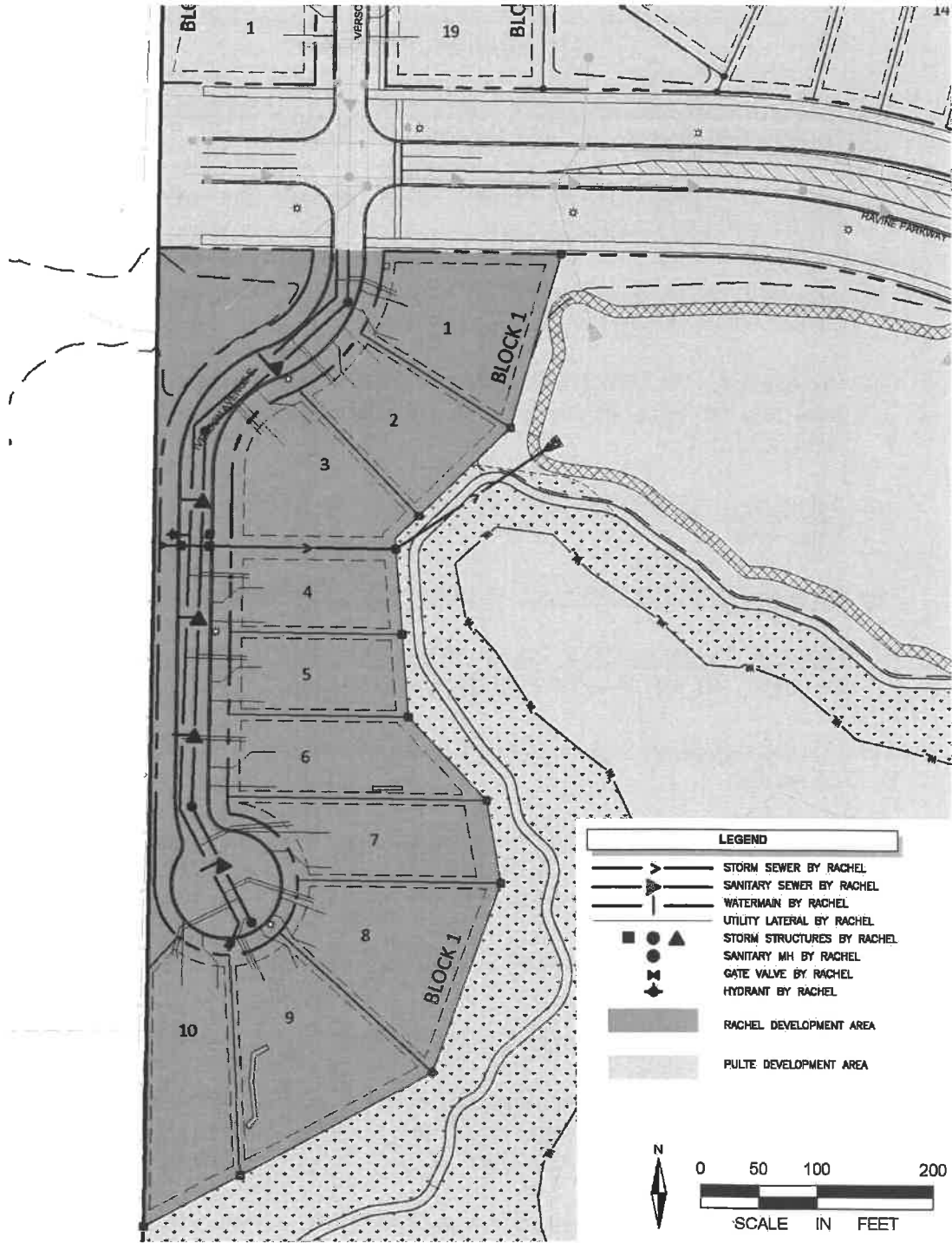


EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**
 - a) Letter of Credit. DEVELOPERS must provide the LOC required in this DEVELOPMENT AGREEMENT.
 - b) All Cash Deposits. DEVELOPERS must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
 - c) Planning Fees. DEVELOPERS must pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
 - d) Temporary Cul-de-Sac and Utility Easements. Signed Temporary Cul-de-Sac and Utility Easements.
 - e) Temporary Utilities Easement. A signed Temporary Easement for Utilities.
 - f) Warranty Deeds to CITY. Signed Warranty Deeds to CITY for Outlots A and B, WATERS AT MICHAELS POINTE and for Outlots A, B, C, E, and H, Lochridge.
 - g) Warranty Deed to HOA. A signed Warranty Deed to the HOA for Outlots D, F and G, Lochridge.
 - h) Retaining Wall Agreement. A signed Retaining Wall and Easement Agreement for a retaining wall to be located within the platted drainage and utility easement on Lots 2-4, Block 2, Lochridge and a portion of Outlot J, Lochridge.
- 2) **BUILDING PERMITS.** Except as provided in Section 4.14, no building permits may be issued until:
 - a) All the conditions in Paragraph 1 of this Exhibit D have been met;
 - b) All storm water ponds and associated drainage features within the DEVELOPMENT PROPERTY, including storm sewer and drainage swales have been installed and approved by the CITY ENGINEER;
 - c) All sanitary sewer and water main, within the DEVELOPMENT PROPERTY, including services, have been installed, tested, televised as necessary, and reviewed and approved by the CITY ENGINEER and are available for use;

- d) DEVELOPERS have constructed a temporary bituminous roadway for Ravine Parkway and for each building permit requested by DEVELOPER 1 or DEVELOPER 2 there is a temporary bituminous roadway to the lots for which building permits are being requested that is acceptable in design and approved by the CITY ENGINEER.
- e) DEVELOPER 1 has provided CITY with HOA documents identifying Outlots D, F, and G and the retaining wall described in Exhibit D.1.h as HOA common elements requiring the HOA's responsibility for maintenance.
- f) The documents below have been recorded in the following order:
- Final Plat
 - Development Agreement
 - Warranty Deed to CITY for Outlots A and B, THE WATERS AT MICHAELS POINTE
 - Warranty Deed to CITY for Outlots A, B, C, E and H, Lochridge
 - Warranty Deed to the HOA for Outlots D, F, and G, Lochridge
 - HOA documents that identify Outlots D, F, and G, Lochridge as common elements that will be maintained by the HOA
 - Retaining Wall Maintenance and Easement Agreement for a retaining wall to be located within the platted drainage and utility easement on Lots 2-4, Block 2, Lochridge and a portion of Outlot J, Lochridge
- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.
- b) Lot as-built surveys have been approved by the CITY.
- c) All trees and shrubs required in Section 4.17(a) and (b) have been planted.
- d) All sod has been installed.
- 4) **SUBDIVISION EROSION CONTROL.** DEVELOPERS are responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPERS remove any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPERS are responsible for removing any construction

debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPERS must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 6) **MAILBOXES.** The DEVELOPERS are responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.
- 7) **SIDEWALK SNOW REMOVAL AND TRAIL MAINTENANCE.** The CITY shall provide snow removal of transportation trails and sidewalks. If the CITY does not provide snow removal on a trail or sidewalk within the DEVELOPMENT PROJECT, the property owner abutting the trail or sidewalk must remove the snow and/or ice.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Right of Way Permit from the CITY.
4. Grading Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building Permits from the CITY.
7. Electrical Permits from the CITY.
8. South Washington Watershed Permit.
9. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
10. Other permits or licenses as may be required for the construction of the DEVELOPMENT PROJECT.
11. Right of Way Permit from Washington County.
12. Wetland Permit from the Department of Natural Resource.

EXHIBIT F
DEVELOPERS LETTER OF CREDIT REQUIREMENTS FOR
SITE GRADING & EROSION CONTROL AND LANDSCAPING ITEMS

GRADING

Grading LOC - Entire Development	Unit	Qty	Unit Cost	Total
Site Grading Restoration: Topsoil	CY	28,200.00	\$ 2.00	\$ 56,400.00
Site Grading: MnDOT 250 Seed & Mulch	AC	52.99	\$ 2,000.00	\$ 105,980.00
Misc. Site Grading	LS	1.00	\$ 20,000.00	\$ 20,000.00
Erosion Control: Temp Rock Entrance	EA	1.00	\$ 3,000.00	\$ 3,000.00
Erosion Control: Silt Fence	LF	8,218	\$ 2.50	\$ 20,545.00
Erosion Control: Swale & EOF Blanket	SY	30,307	\$ 2.00	\$ 60,614.00
Street Sweeper w/ Pickup Broom	HR	22.00	\$ 175.00	\$ 3,850.00
Pond Liner	CY	12,066.00	\$ 20.00	\$ 241,320.00
Pond Cleaning	LS	1.00	\$ 17,500.00	\$ 17,500.00
Grading Record Plan	LS	1.00	\$ 10,600.00	\$ 10,600.00
Total Grading Restoration Cost				\$ 539,809.00
			Grading LOC 150%	\$ 809,713.50

LANDSCAPING

Landscape LOC	Total
Landscaping Estimate	\$ 83,944.36
Total LOC (150%):	\$ 125,916.54

EXHIBIT G

**DEVELOPERS CASH REQUIREMENTS AND
INDIRECT COST CASH ESCROW**

City Fees - Developer 1	Unit	Qty	Unit Cost	Total
City Supplied Poles & Luminaires (LGT-8)	EA	8	\$ 4,389.00	\$ 35,112.00
City Supplied Poles & Luminaires (LGT-10)	EA	11	\$ 7,161.00	\$ 78,771.00
Street Light Utility Surcharge	EA	92	\$ 151.68	\$ 13,954.56
Seal Coating: Trails	SY	6,477	\$ 2.50	\$ 16,192.50
Park and Open Space Markers	EA	18	\$ 175.00	\$ 3,150.00
Park Dedication Fees - Single Family	LOT	44	\$ -	\$ -
Park Dedication Fees - Townhome	LOT	48	\$ -	\$ -
Phosphorus Mitigation Fee	LB	-	\$ -	\$ -
East Ravine AUAR Charge	AC	67.61	\$ 120.00	\$ 8,113.20
Jamaica Avenue Trail Extension	LS	0.896	\$ 117,553.75	\$ 105,328.16
2% Engineering Fee	LS	1	\$ 102,595.23	\$ 102,595.23
Total Fees				\$363,216.65

CASH REQUIREMENTS

City Fees - Developer 2	Unit	Qty	Unit Cost	Total
City Supplied Poles & Luminaires (LGT-8)	EA	3	\$ 4,389.00	\$ 13,167.00
City Supplied Poles & Luminaires (LGT-10)	EA	-	\$ 7,161.00	\$ -
Street Light Utility Surcharge	EA	10	\$ 151.68	\$ 1,516.80
Seal Coating: Trails	SY	752	\$ 2.50	\$ 1,880.00
Park and Open Space Markers	EA	9	\$ 175.00	\$ 1,575.00
Park Dedication Fees - Single Family	LOT	10	\$ -	\$ -
Park Dedication Fees - Townhome	LOT	-	\$ -	\$ -
Phosphorus Mitigation Fee	LB	-	\$ -	\$ -
East Ravine AUAR Charge	AC	4.56	\$ 120.00	\$ 547.20
Jamaica Avenue Trail Extension	LS	0.104	\$ 117,553.75	\$ 12,225.59
2% Engineering Fee	LS	1	\$ 8,236.41	\$ 8,236.41
Total Fees				\$ 39,148.00

City Reimbursements	Unit	Qty	Unit Cost	Total
Ravine Parkway	LS	1	\$ (191,091.79)	\$ (191,091.79)
Park Parking Lot ¹	LS	1	\$ (125,293.85)	\$ (125,293.85)
Michaels Pointe Trail ¹	LS	1	\$ (190,015.90)	\$ (190,015.90)
Total Reimbursements				\$ (506,401.54)

¹ Credit to be provided no sooner than June 30, 2027

EXHIBIT G
(CONT.)

CASH ESCROW

Engineering Escrow	Total
Preliminary Development Review Escrow	\$ 85,629.92
Plan Review	\$ 120,831.64
Inspection	\$ 287,079.10
Total Escrow:	\$ 493,540.66

AREA CHARGES

Area Charges	Cost/Acre	Acres	Total
Sanitary Area Charge - Upper Ravine	\$ 8,800.00	32.85	\$ 289,080.00
Water Area Charge - Remainder of City	\$ 6,010.00	32.85	\$ 197,428.50
Storm Area Charge - Upper Ravine - Single Family	\$ 5,140.00	28.64	\$ 147,209.60
Storm Area Charge - Upper Ravine - Multi Family	\$ 6,060.00	4.21	\$ 25,512.60
Credits	Cost	Qty	Total
Watermain Oversizing	\$ 67,489.63)	1	\$ (67,489.63)
Sanitary Sewer Oversizing	\$ (70,358.66)	1	\$ (70,358.66)
Total Area Charges:			\$ 521,382.41

*Ponding HWLs and Jamaica Avenue Right of Way were omitted from Area Charge Calculations

**PARK DEDICATION
CALCULATIONS**

Park Dedication	Acres
<i>10% Park Dedication Required</i>	<i>5.92</i>
Park Dedication Provided:	
Active Play Area	4.10
Trail Corridor - Paved	0.62
Tree/Natural Preservation Area	0.64
Waters at Michael's Pointe Credit	2.89
Total Park Dedication Provided:	8.25

EXHIBIT H
BUILDER'S ESCROW REQUIREMENTS
AND CASH REQUIREMENTS

ESCROW

Builder Escrow	Per Lot
Yard & Boulevard Sod	\$ 4,300.00
Curb Box Escrow	\$ 500.00
Administrative Escrow	\$ 500.00
Property As-built Survey & Corner Replacement	\$ 1,000.00
Total Escrow:	\$ 6,300.00

CASH REQUIREMENTS

Building Permit Fees	Per Lot
Sod Inspection Fee	\$ 165.00
Curb Stop Inspection Fee	\$ 170.00
Grading As-built Review Fee	\$ 39.00
Right-of-way Permit Fee	\$ 50.00
Total Cash Added to Building Permit:	\$ 424.00

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-074

**RESOLUTION APPROVING THE CONSTRUCTION PLANS
AND SPECIFICATIONS FOR LOCHRIDGE**

WHEREAS, Pulte Homes of Minnesota LLC, Rachel Development, Inc., and DRP Odin 16, LLC have applied for a final plat to develop a residential subdivision named Lochridge. This subdivision plat consists of a total of 54 single family homes and 48 townhome units attached in groups of four and six units and is located on the 72.18-acre property legally described as:

That part of the East half of the Northeast Quarter of Section 4, except that portion lying northeasterly of County Road No. 20, Section 4, Township 27, Range 21, Washington County, Minnesota.

AND

That part of the West half of the Northwest Quarter of Section 3, except that portion lying northeasterly of County Road No. 20 and easterly of Jamaica Avenue, Washington County, Minnesota.

WHEREAS, the Developer will utilize the approved plans and specifications dated March 31, 2025, as prepared by Alliant Engineering, Inc. to construct the public improvements within the subdivision; and

WHEREAS, the Developer will install the public improvements within the subdivision in accordance with current City ordinances and policies; and

WHEREAS, a development agreement and financial sureties are required for the development of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Cottage Grove, Washington County, Minnesota, hereby approves the Lochridge construction plans and specifications dated March 31, 2025, as prepared by Alliant Engineering, Inc., subject to the following conditions:

1. The developer and builders must comply with all City ordinances and policies.
2. The developer and builders must comply with the review comments found in the May 14, 2025, memorandum and any subsequent memorandum from Bolton and Menk.
3. Modifications to final construction plans and specifications shall be approved in writing by the City Engineer.

Passed this 21st day of May 2025.

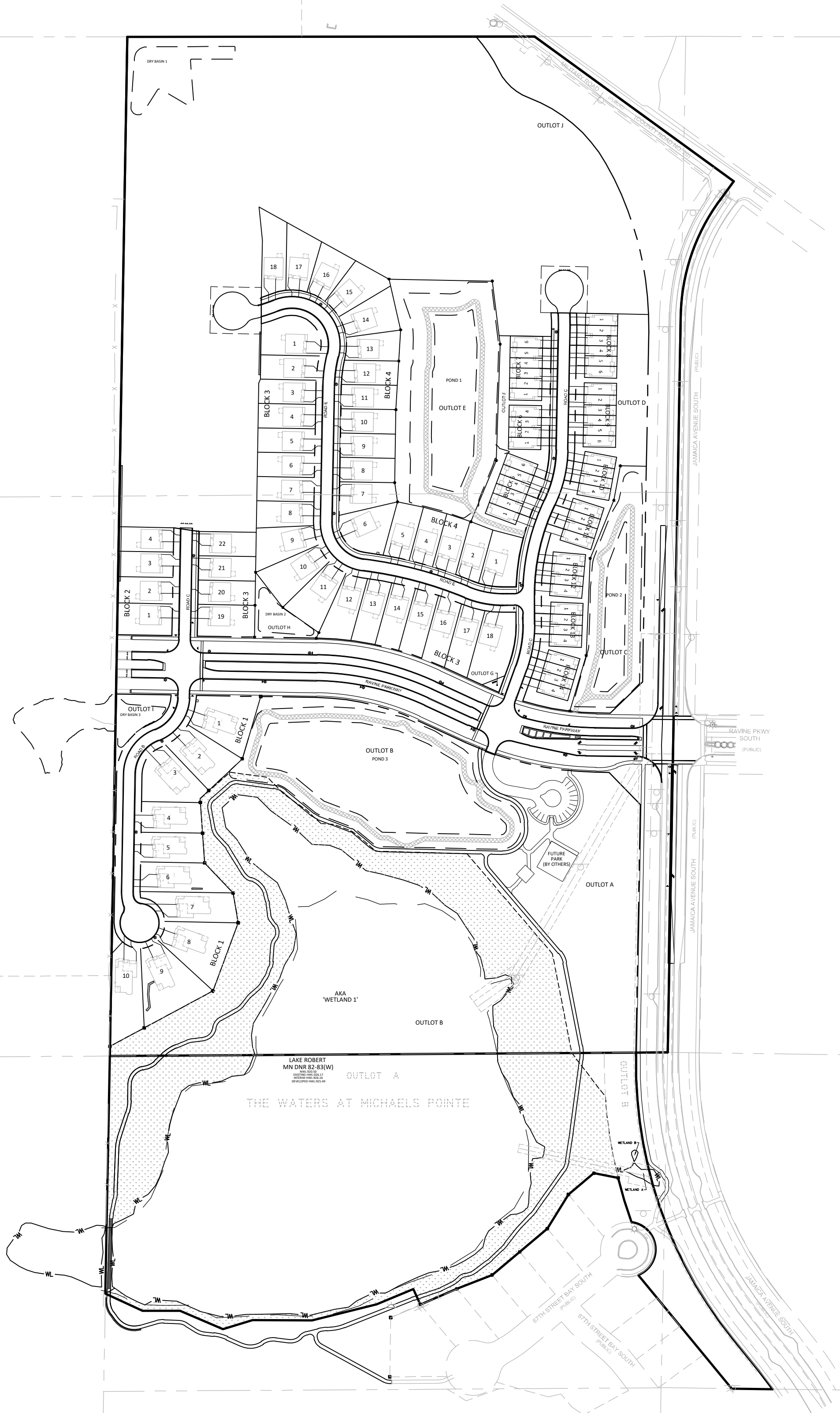
Myron Bailey, Mayor

Attest:

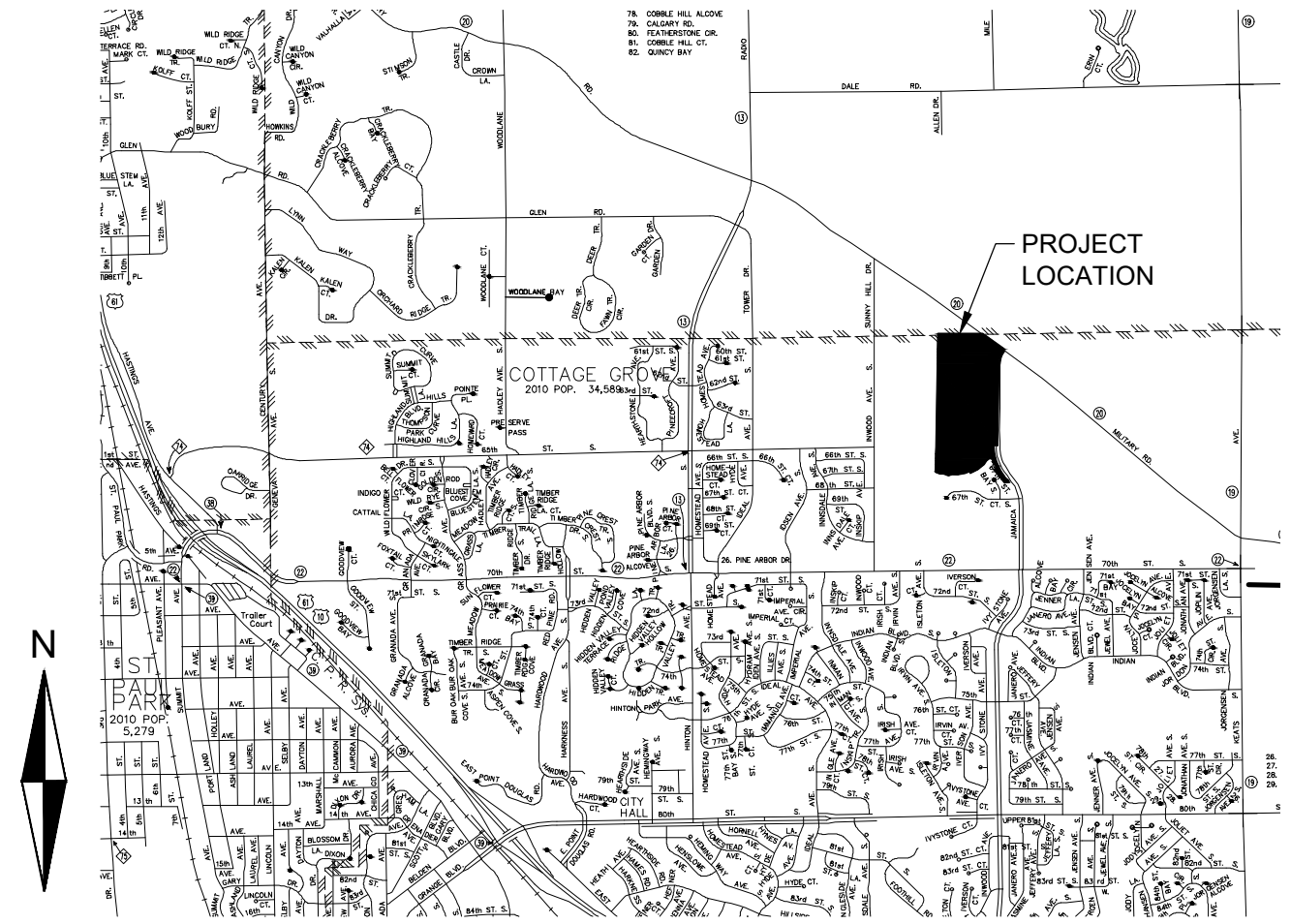
Tamara Anderson, City Clerk

Lochridge

Cottage Grove, Minnesota



NOTE:
- HORIZONTAL DATUM IS NAD 83
- VERTICAL DATUM IS NAVD 88.
- CITY OF COTTAGE GROVE STANDARD SPECIFICATIONS AND DETAILS FOR STREET AND UTILITY CONSTRUCTION, DATED 2024 SHALL GOVERN ALL IMPROVEMENTS ON THE PROJECT



VICINITY MAP

Scale: 1"=4000'

CONTACT LIST

DEVELOPER

PULTE GROUP
1650 W. 82nd Street, Suite 300
Bloomington, MN 55431
Email: Haley.Daily@PulteGroup.com
Contact: Haley Dailey

ENGINEER

Ben Palazzolo
License No. 61668
Email: bpalazzolo@alliant-inc.com

DEVELOPER

RACHEL DEVELOPMENT
4180 Napier Court NE
Saint Michael, MN 55376
Email: probinson@racheldevelopment.com
Contact: Paul Robinson

SURVEYOR

Dan Ekrem
License No. 57366
Email: dekrem@alliant-inc.com

LANDSCAPE ARCHITECT

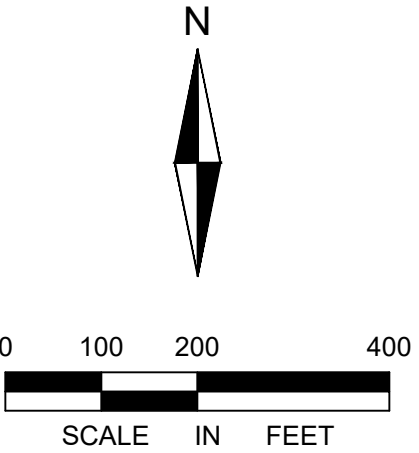
John Gronhovd
License No. 59233
Email: jgronhovd@alliant-inc.com

CONSULTANT

Alliant Engineering, Inc.
Marquette Avenue South, Suite 700
Minneapolis, MN 55402
Phone: 612.758.3080
Fax: 612.758.3099

PLAN SUBMISSION/REVISION MATRIX

#	SHEET DESCRIPTION	2023-03-31
1	Cover Sheet	X
2-5	City Details	X
6	Existing Conditions Plan - Overview	X
7-9	Existing Conditions Plan - View A-View C	X
10	Site Plan - Overview	X
11	Site Plan - Notes	X
12-15	Site Plan - View A-View D	X
16	Ravine Pkwy Pavement Enlargement & Details	X
17-18	Jamaica Avenue South Improvement Plan	X
19	Grading And Drainage Plan - Overview	X
20	Grading Plan Notes	X
21-24	Grading And Drainage Plan - View A-View D	X
25	Grading Profiles	X
26	Trail Profiles	X
27-29	Pond Detail - Pond 1-Pond 3	X
30	Erosion & Sediment Control Plan - Overview	X
31	Erosion & Sediment Control Notes & Details	X
32-35	Erosion & Sediment Control Plan - View A-View D	X
36	Sanitary Sewer & Watermain Plan - Overview	X
37-44	Sanitary Sewer & Watermain Plan & Profiles	X
45	Street And Storm Sewer Plan - Overview	X
46-53	Street And Storm Sewer Plan & Profiles	X
54-55	Street Intersection Details	X
56	Traffic Signage Plan	X
57	Wetland Management Plan	X
58	Landscaping Plan - Overview	X
59-61	Landscaping Plan - View A-View C	X
62	Ravine Pkwy Enlargement & Details	X
63	Landscape Notes Schedule	X
64	Lighting Plan - Overview	X
65-67	Lighting Plan - View A-View C	X



Know what's below.
Call before you dig.
Dial 811



Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Cover Sheet

DESCRIPTION
CITY SUBMITTAL

DATE
3-31-2025

CERTIFICATION

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 in the State of Minnesota.

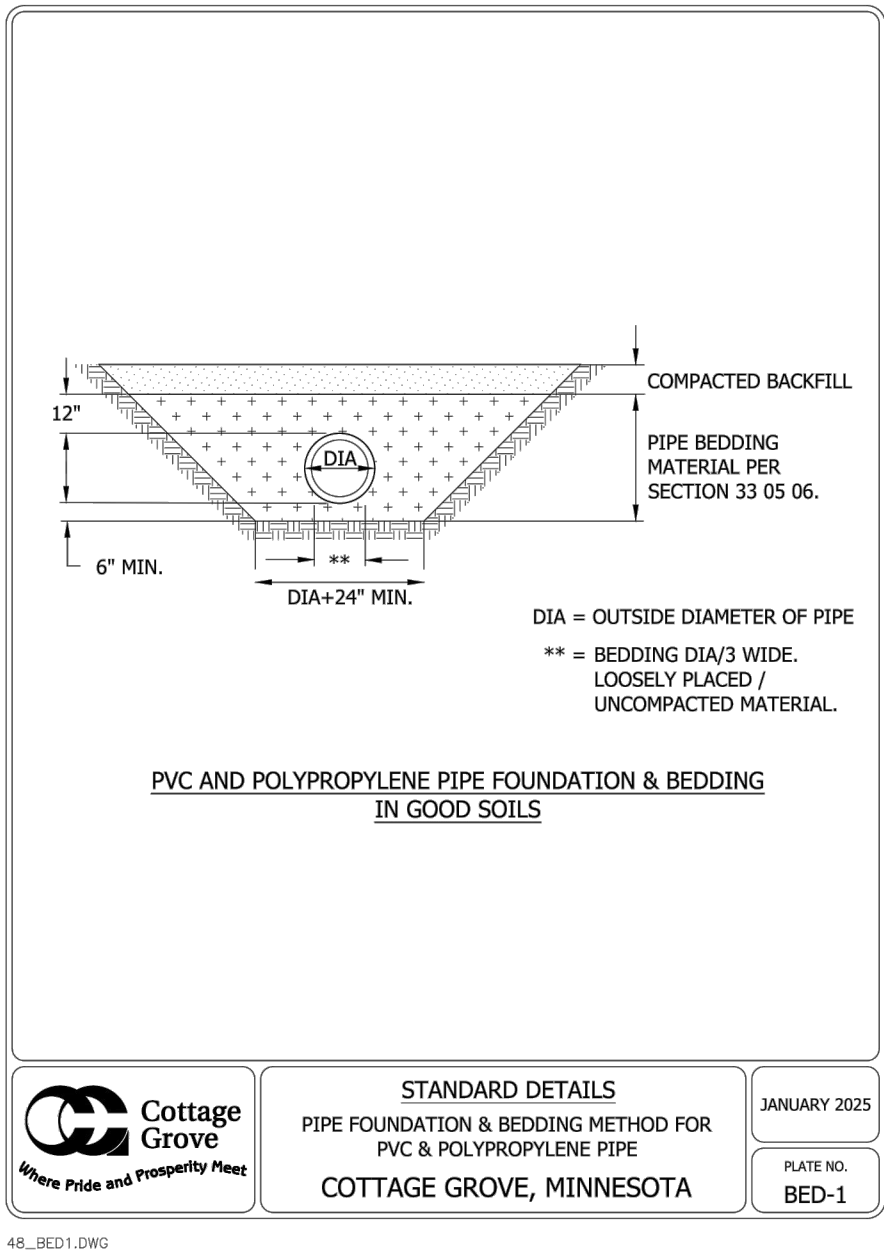
Ben Palazzolo
Date: 3/31/2025 License no. 61668

QA/QC CHECK

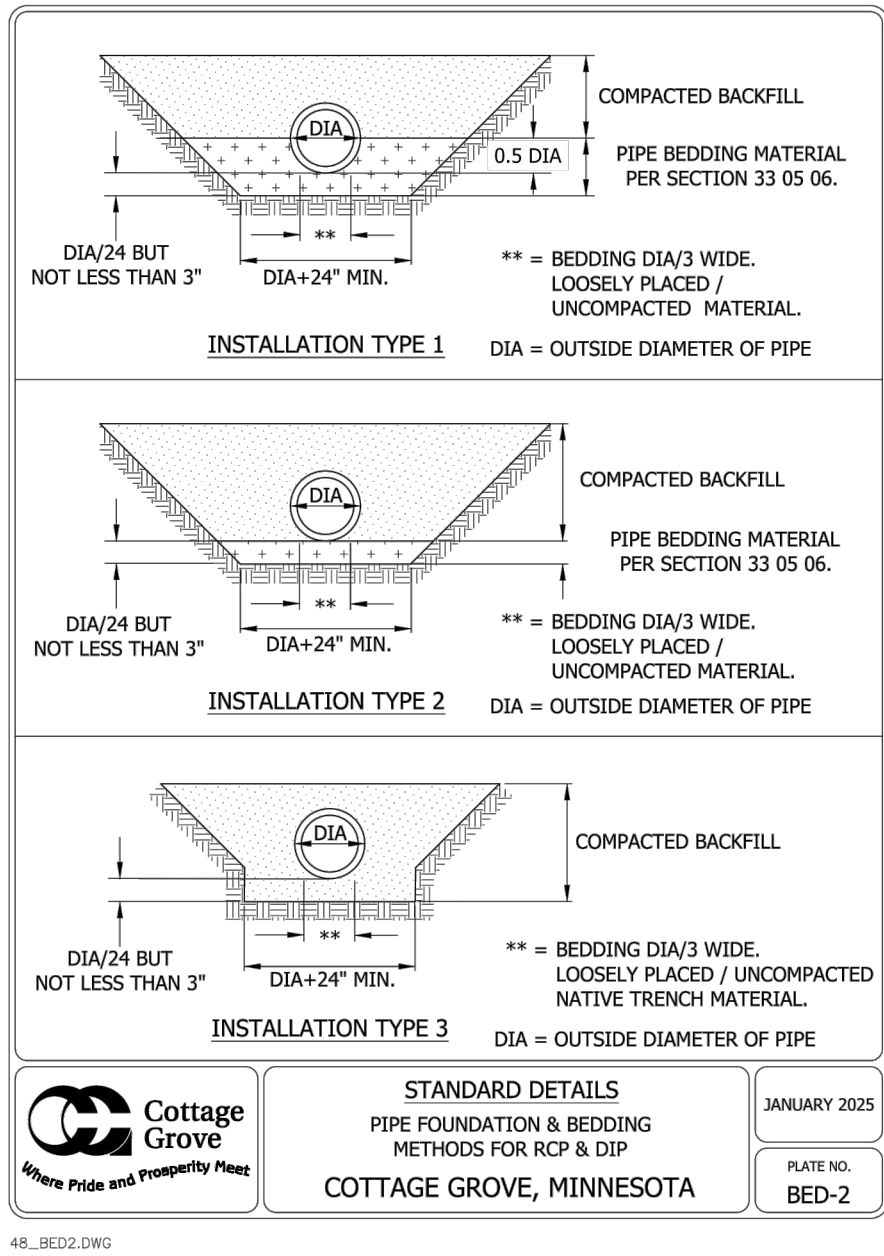
By: Date:

PROJECT TEAM DATA

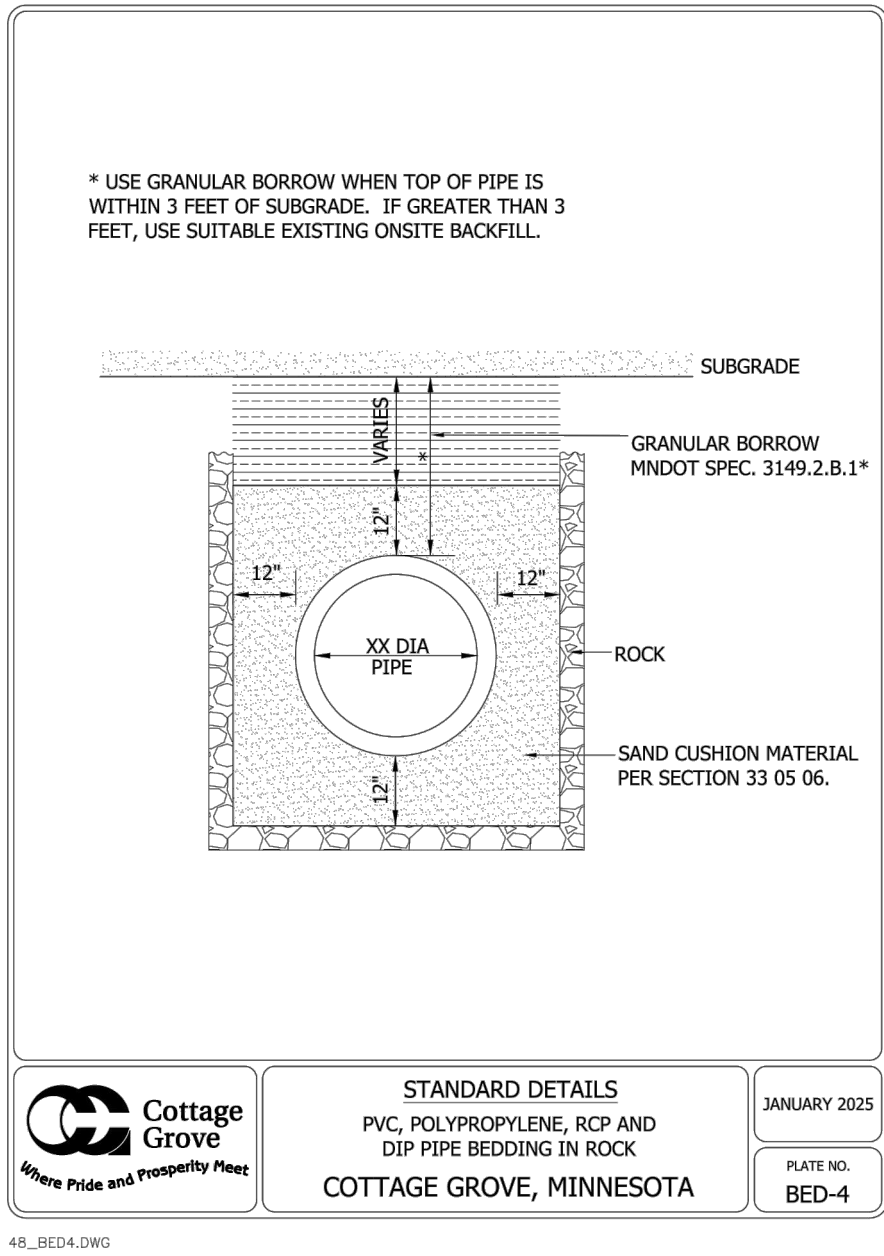
Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00



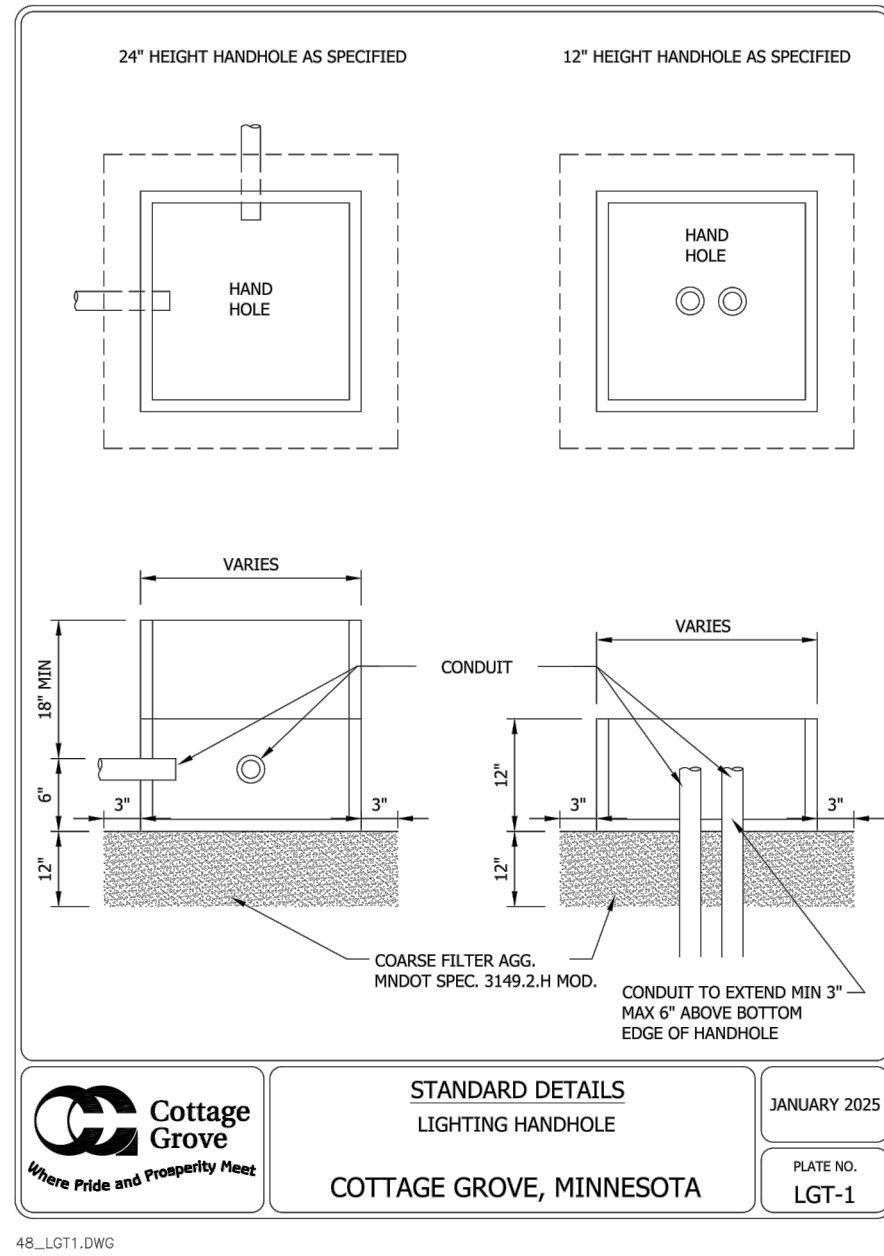
48_BED1.DWG



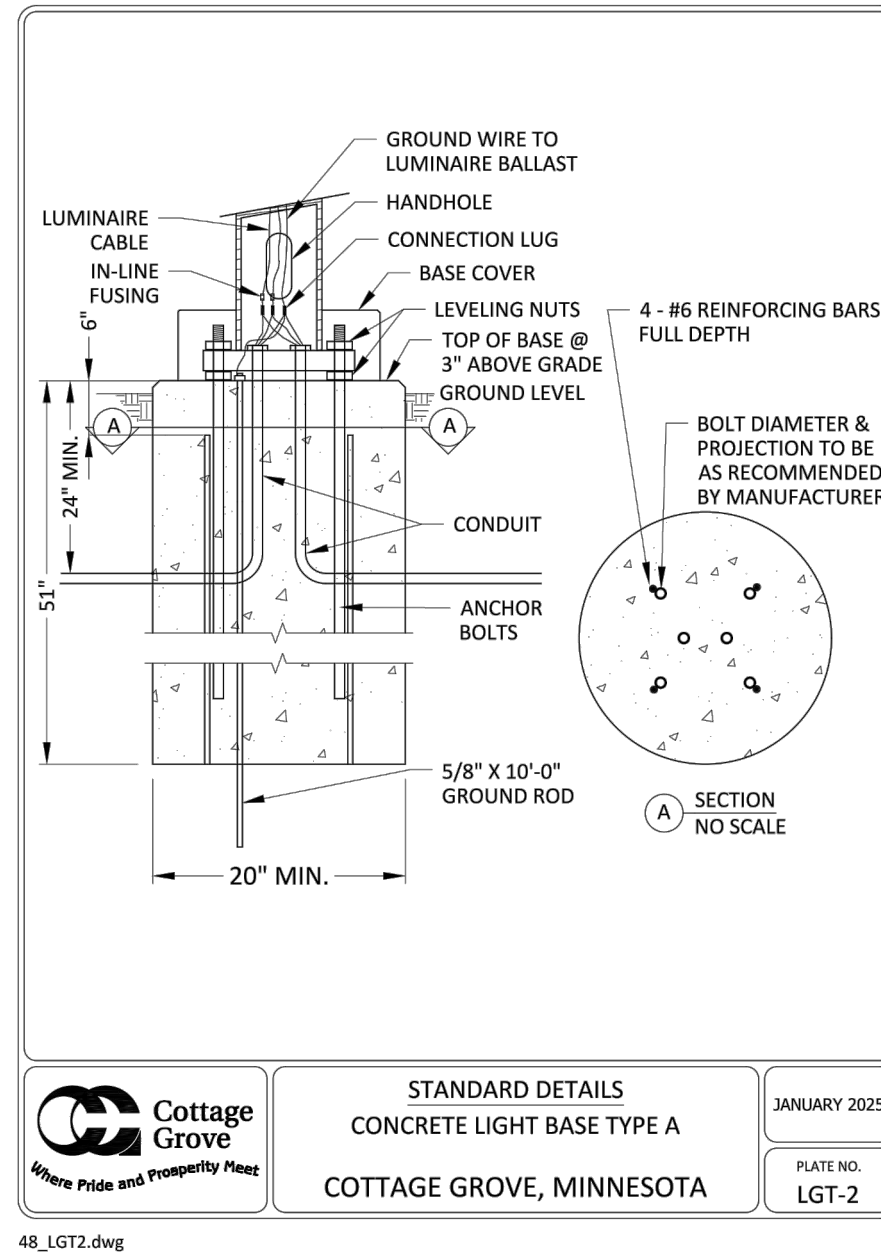
48_BED2.DWG



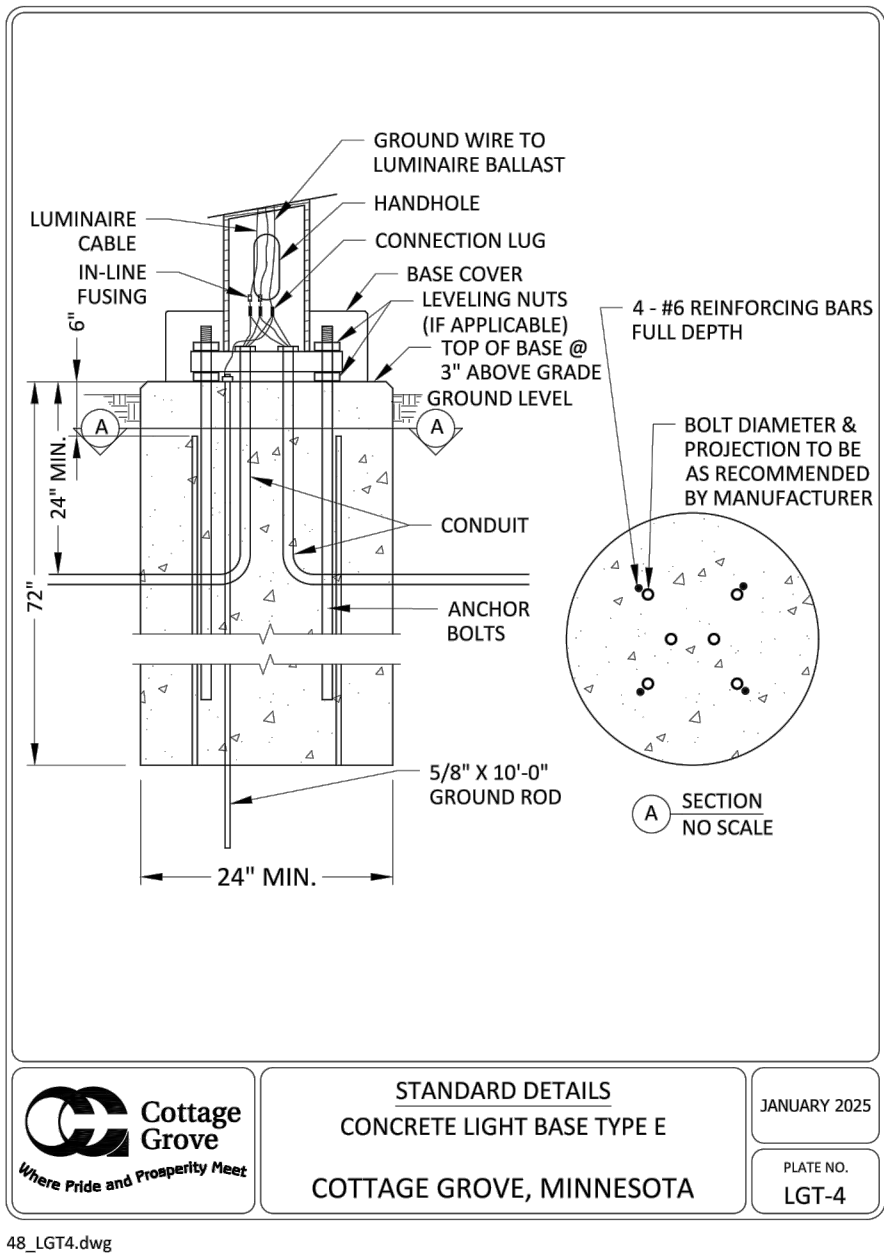
48_BED4.DWG



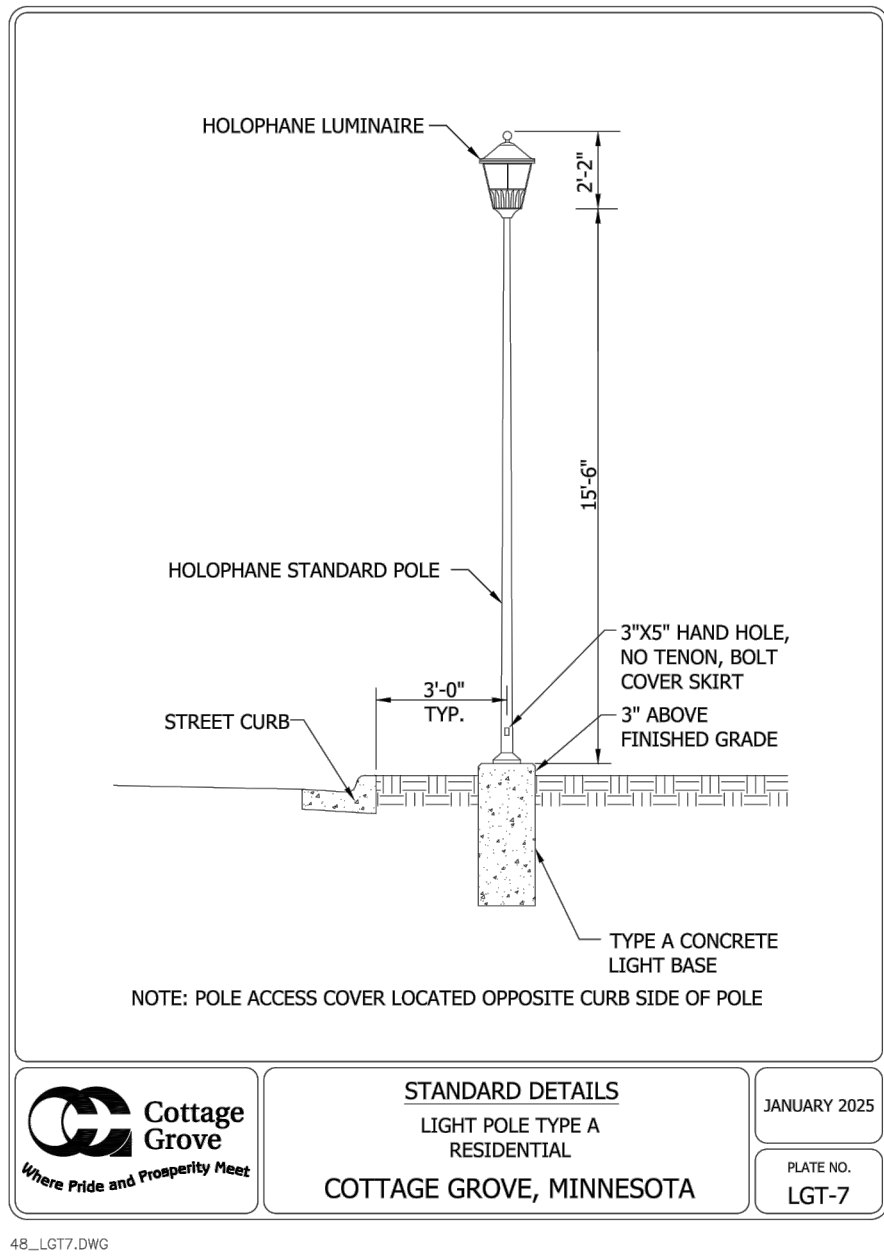
48_LGT1.DWG



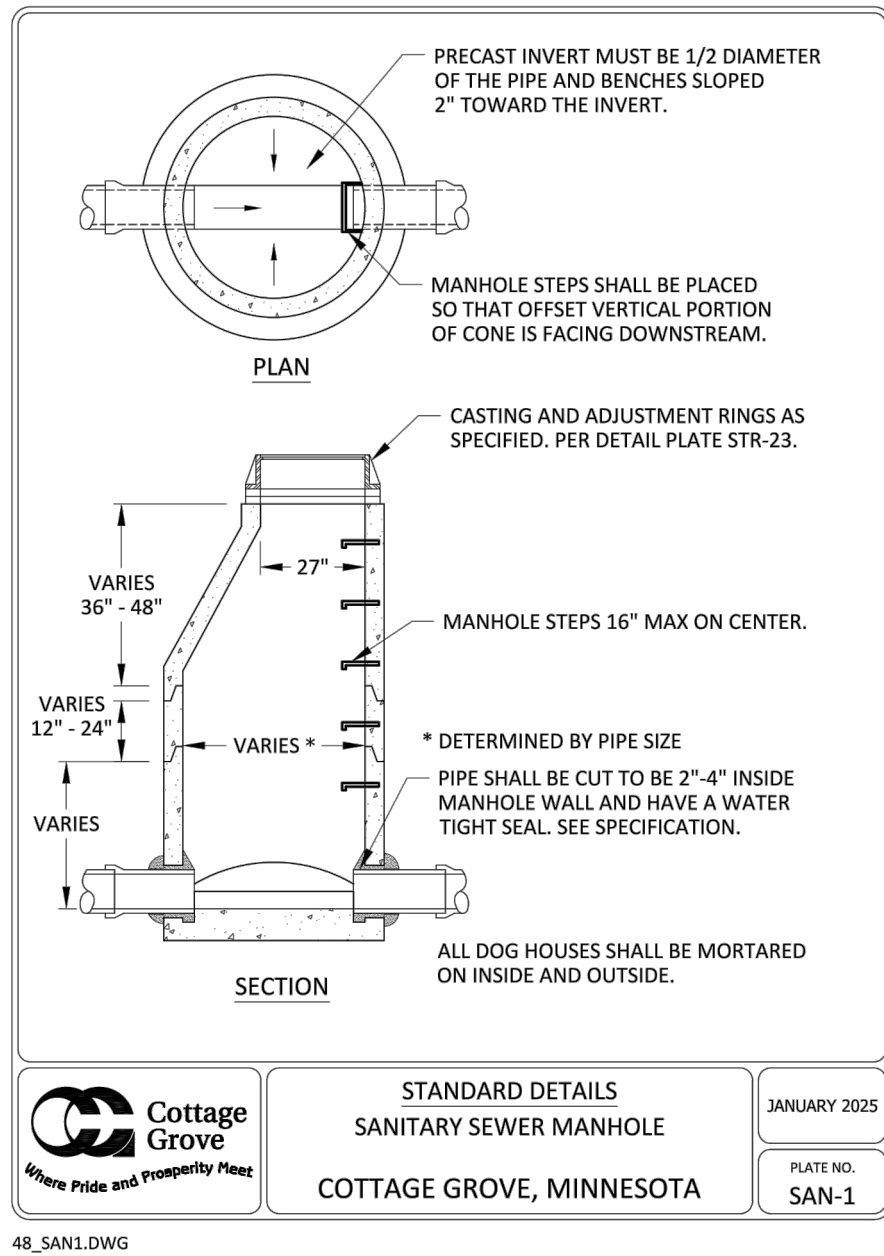
48_LGT2.DWG



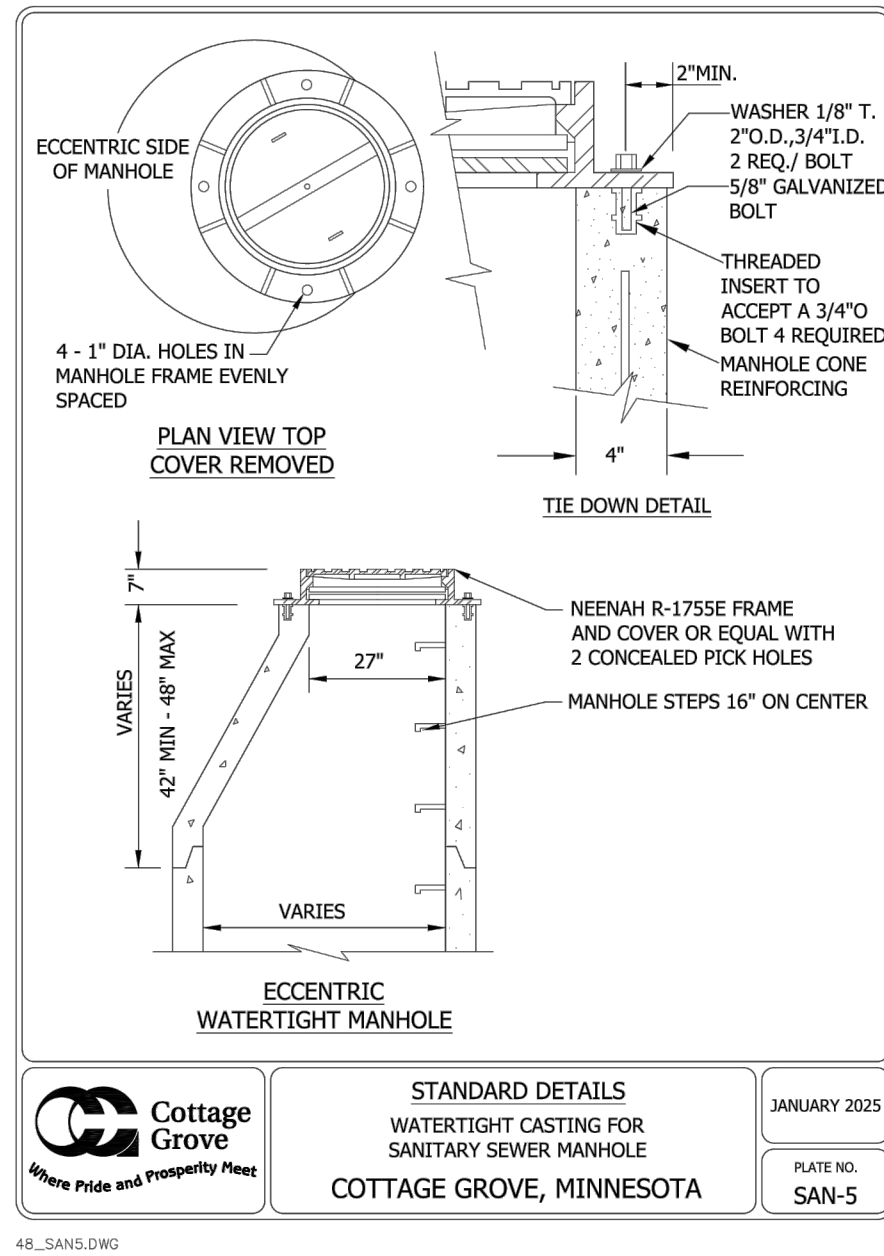
48_LGT4.DWG



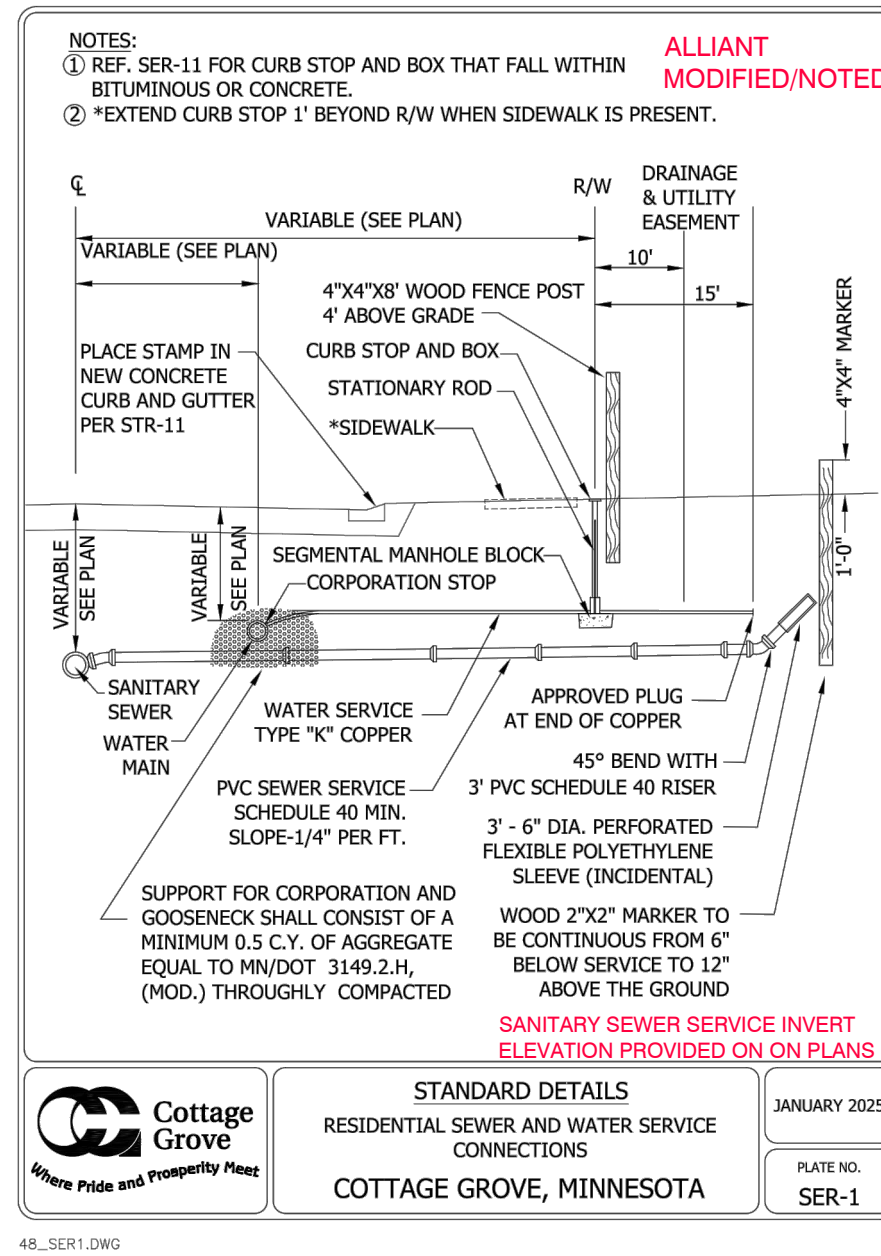
48_LGT7.DWG



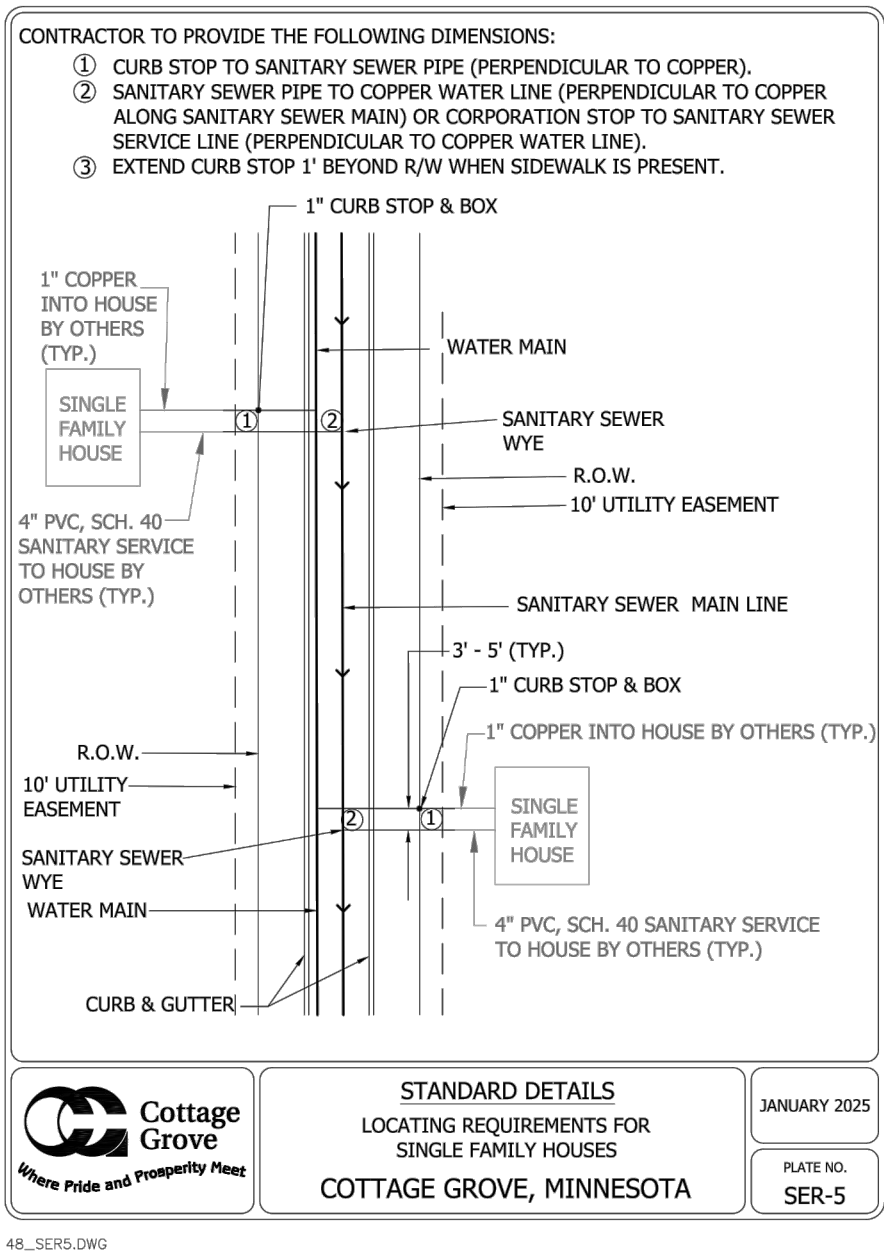
48_SAN1.DWG



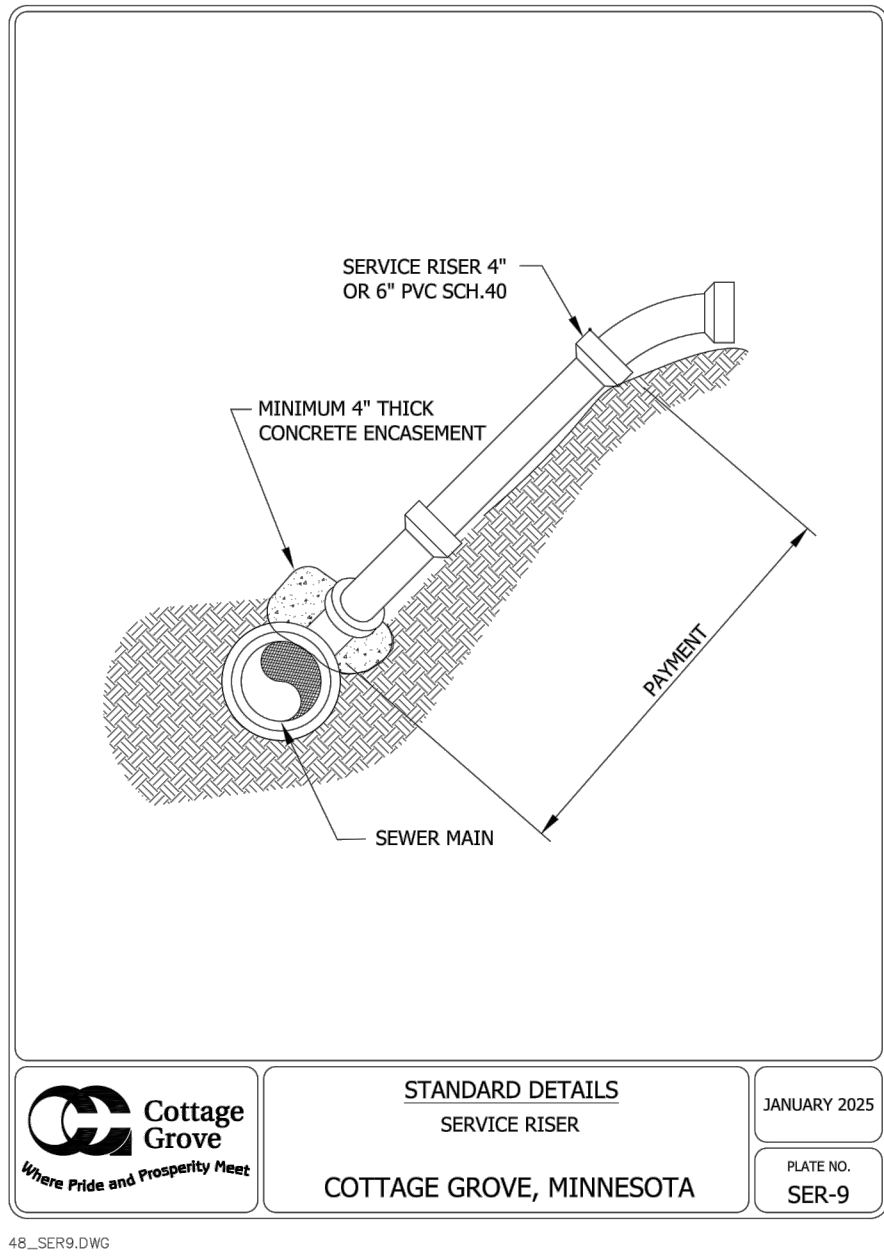
48_SAN5.DWG



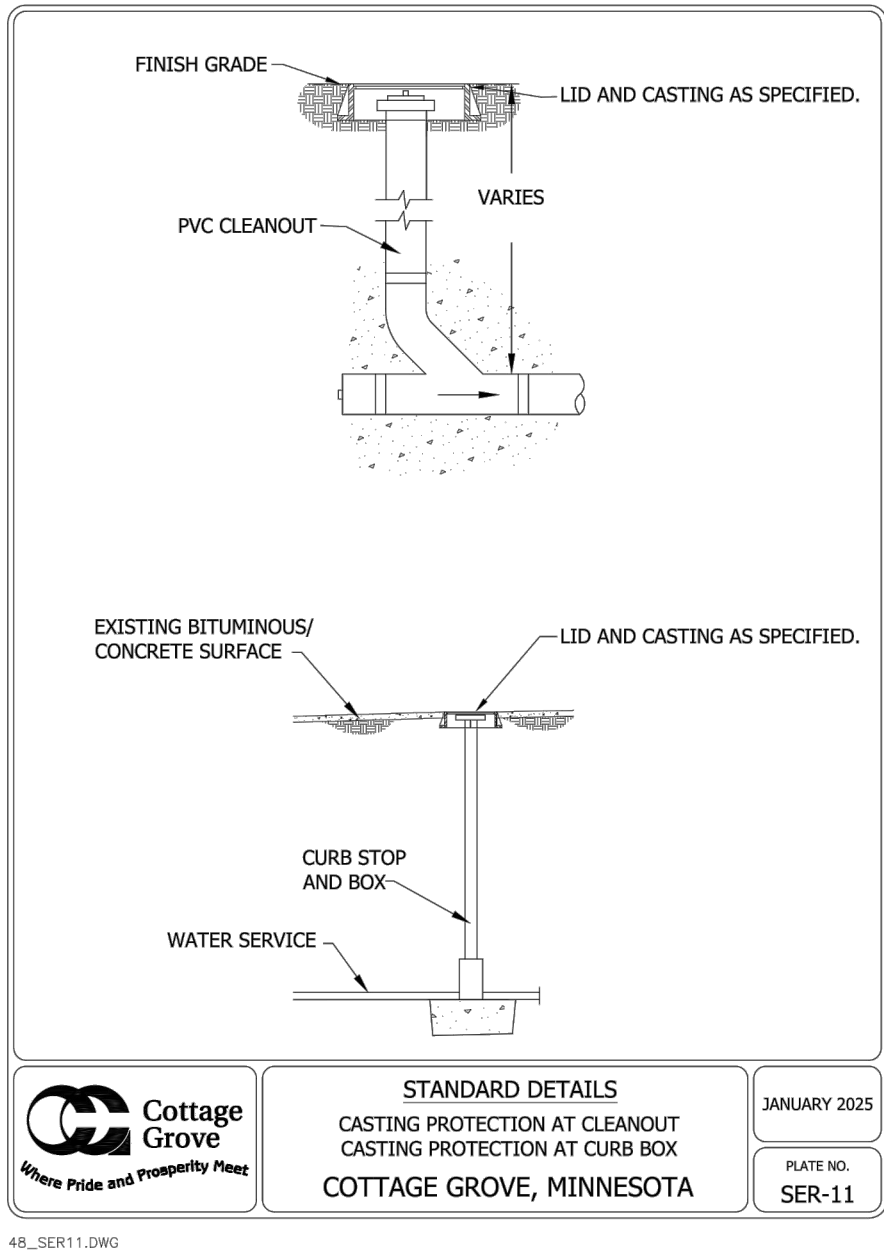
48_SER1.DWG



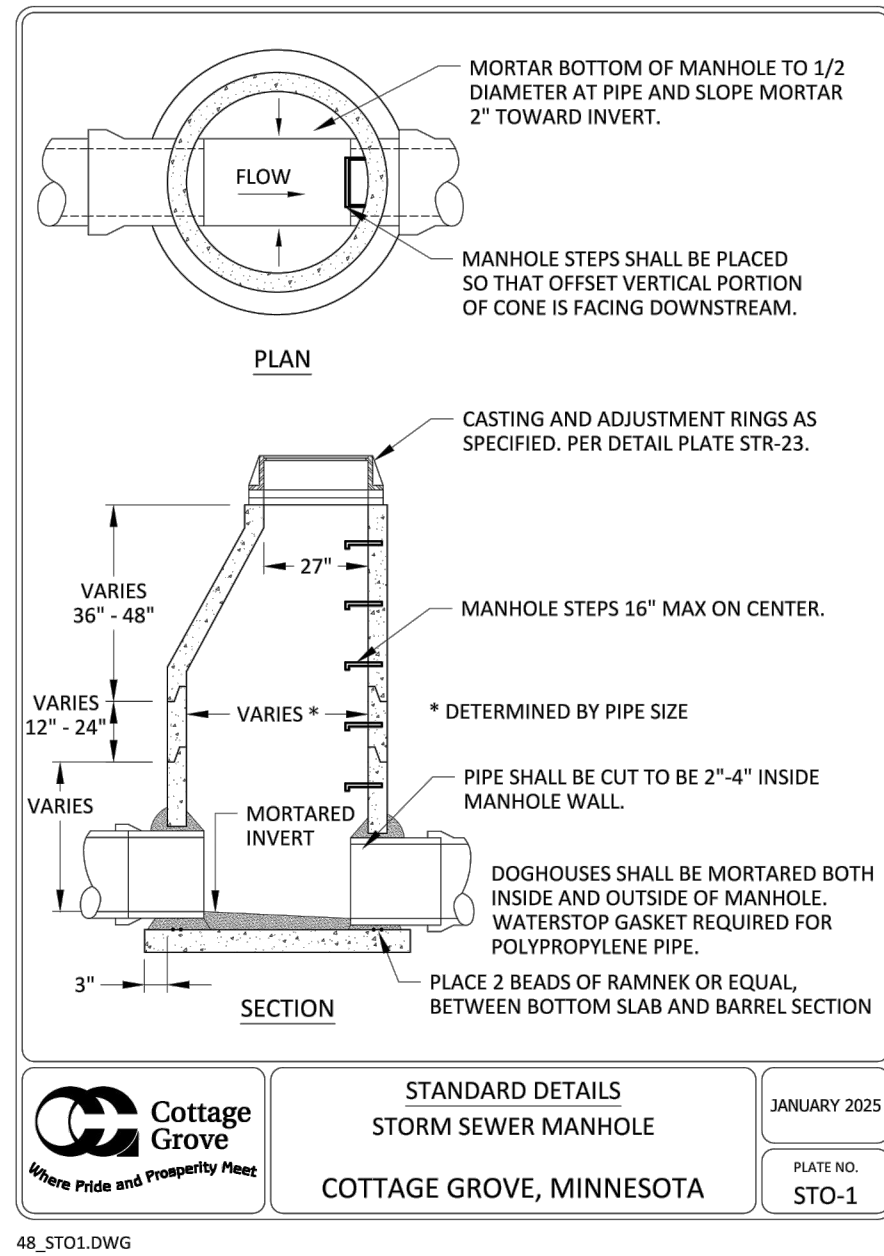
48_SERS.DWG



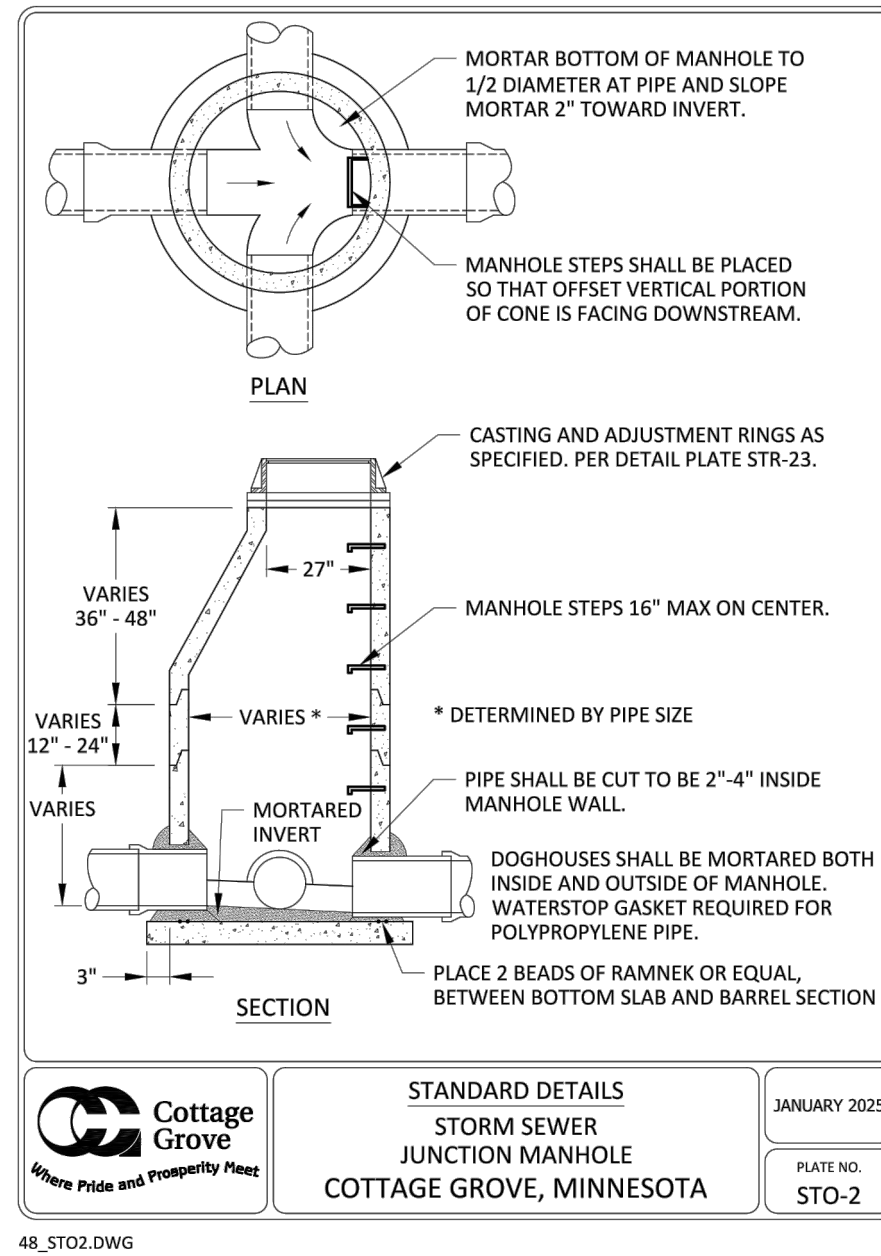
48_SER9.DWG



48_STO1.DWG



48_STO1.DWG



48_STO2.DWG

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION	
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 Civil Engineer under the laws of the State of Minnesota.	
Ben Palazzolo	61668
Date	License no.
QA/QC CHECK	
By	Date
PROJECT TEAM DATA	
Designed By:	BJP
Drafted By:	ELL, JDW, TAS, BJP, TMA
Project No.:	4000367-00



Know what's below.
Call before you dig.
Dial 811



Cottage Grove, Minnesota

City Details

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

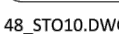
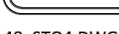
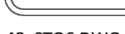
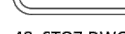
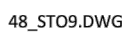
PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

3





ALLIANT

www.alliant-inc.com



Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

City Details

[illegible]

CERTIFICATION

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
Civil Engineer under the laws of the
State of Minnesota.

Ben Palazzolo

61668

Date	License no
------	------------

QA/QC CHECK

By _____ Date _____

PROJECT TEAM DATA

Designed By: BJP

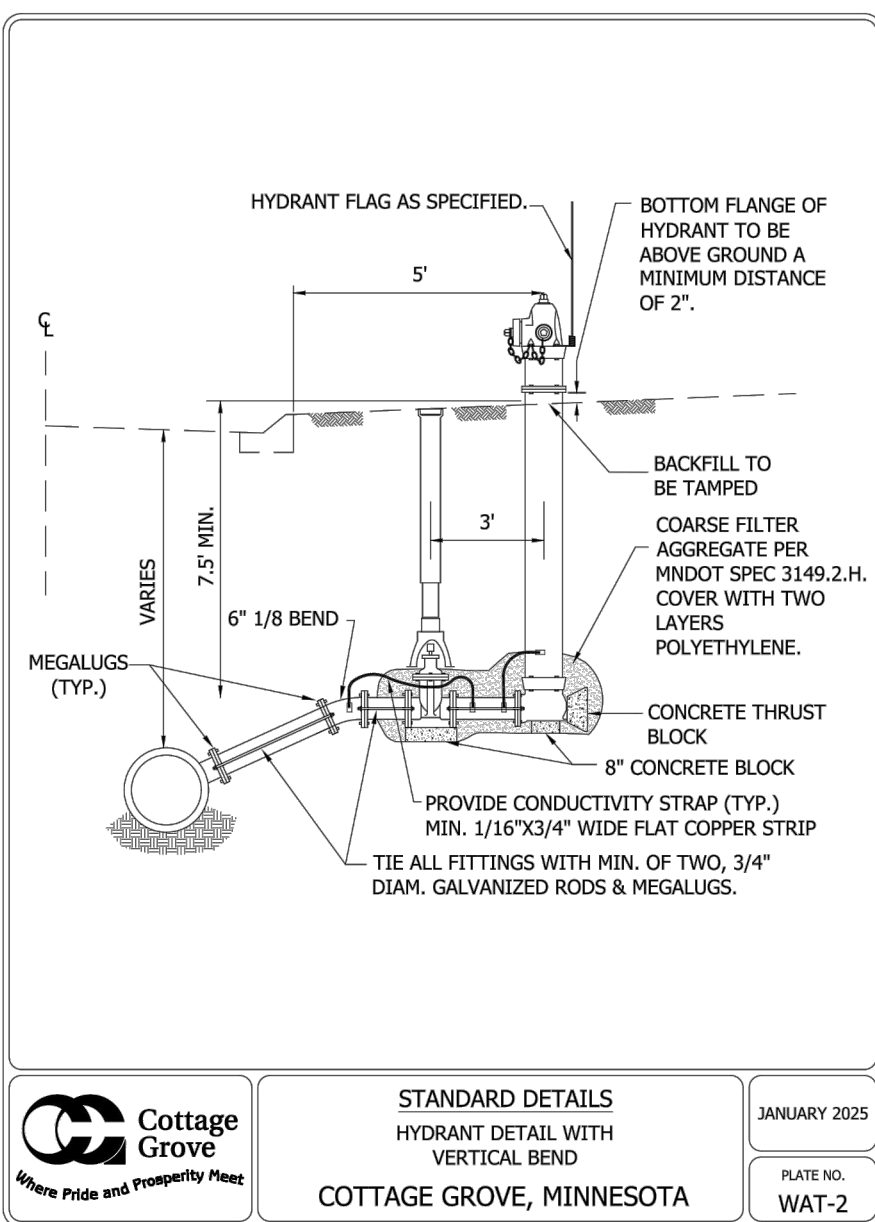
Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

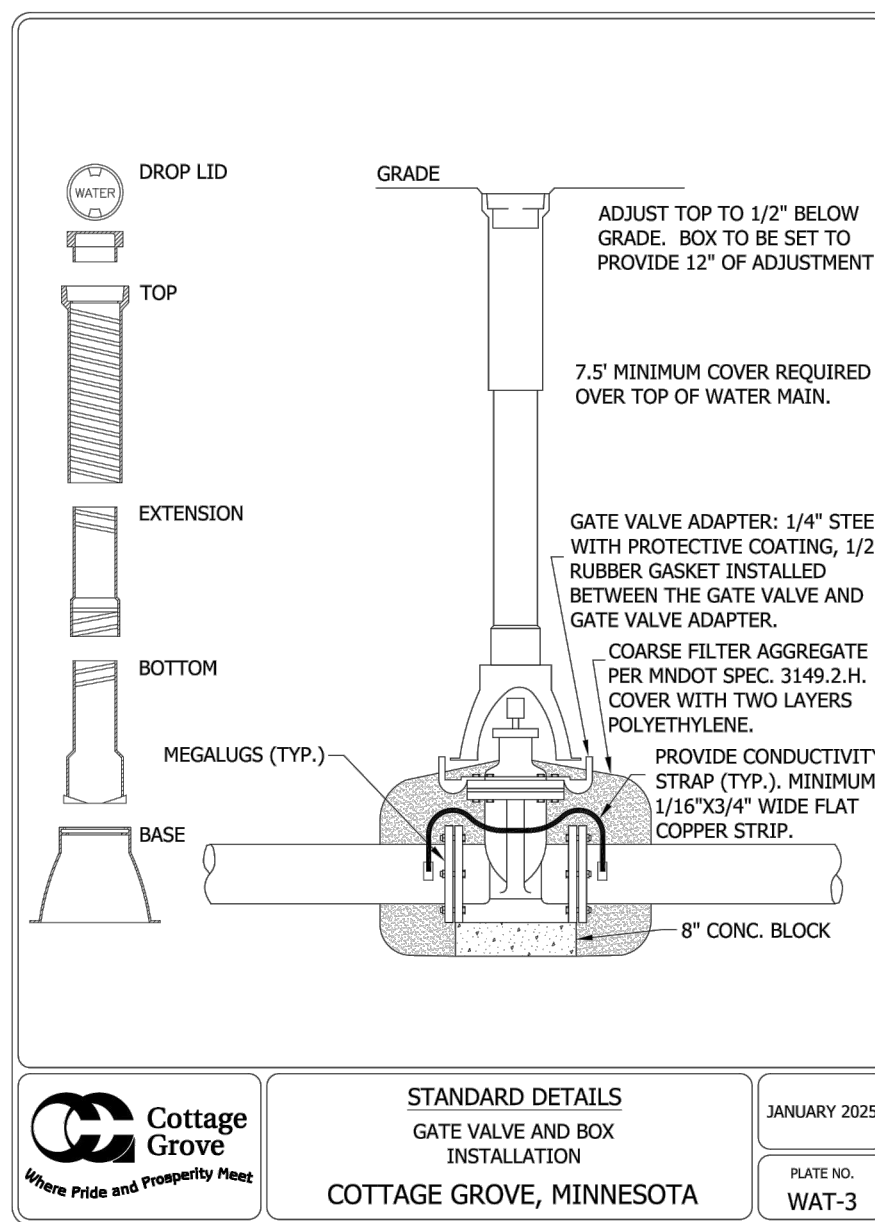


Know what's below.
Call before you dig.
Dial 811

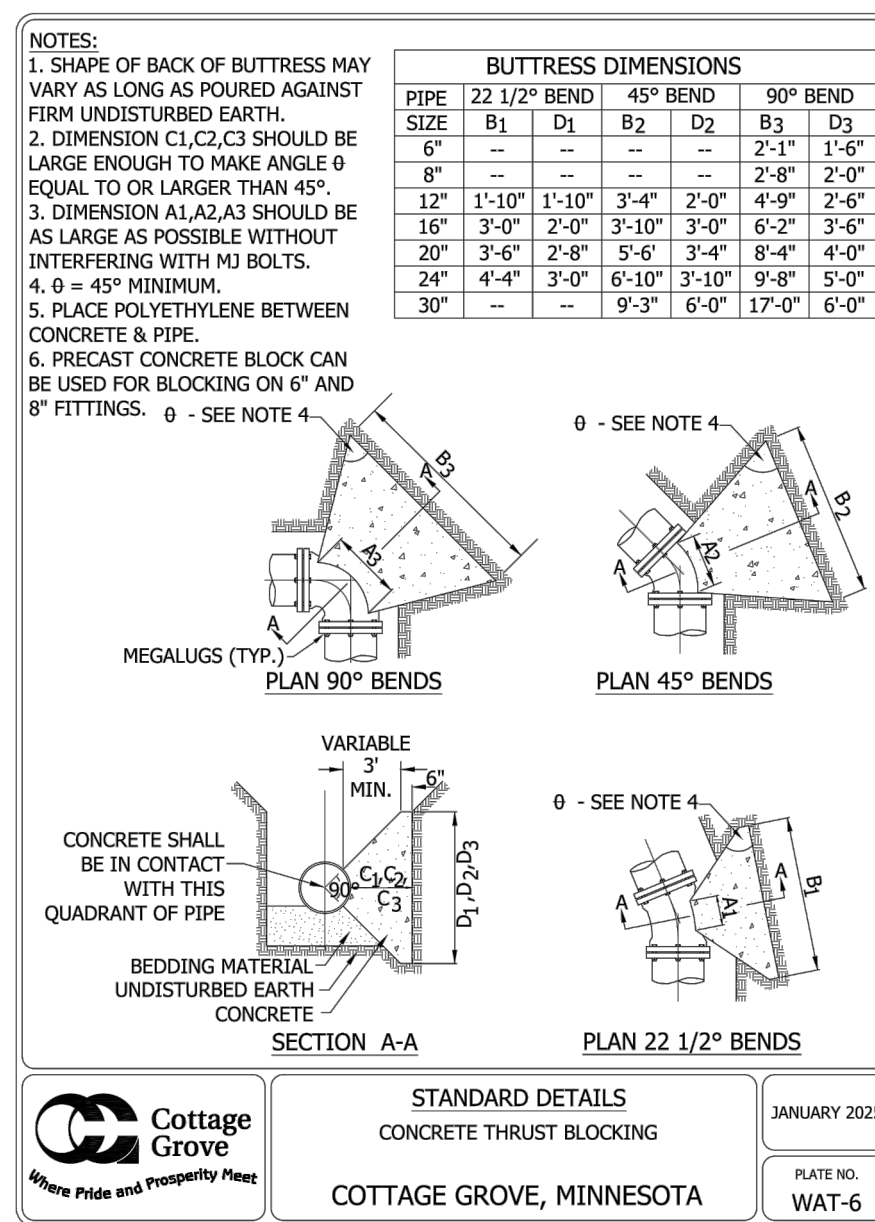
5



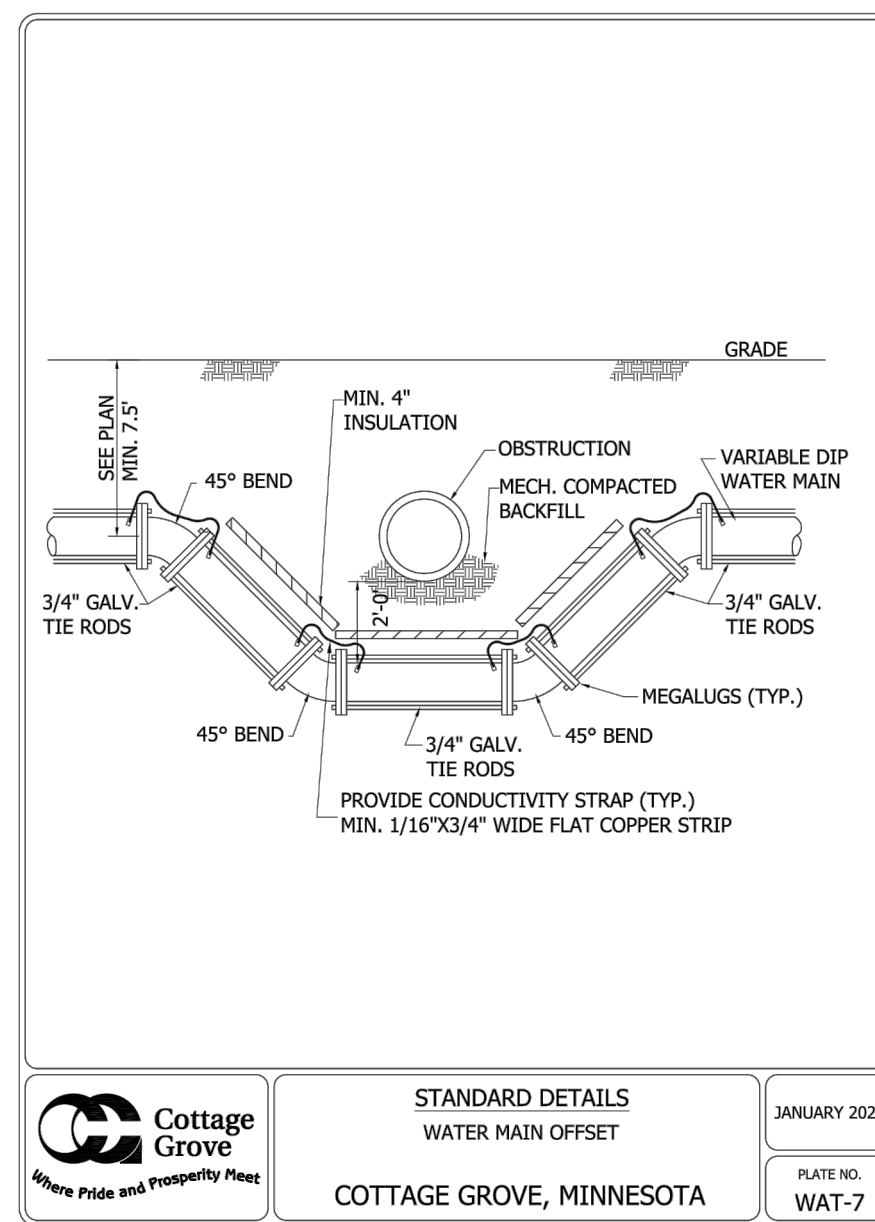
48 WAT2.DWG



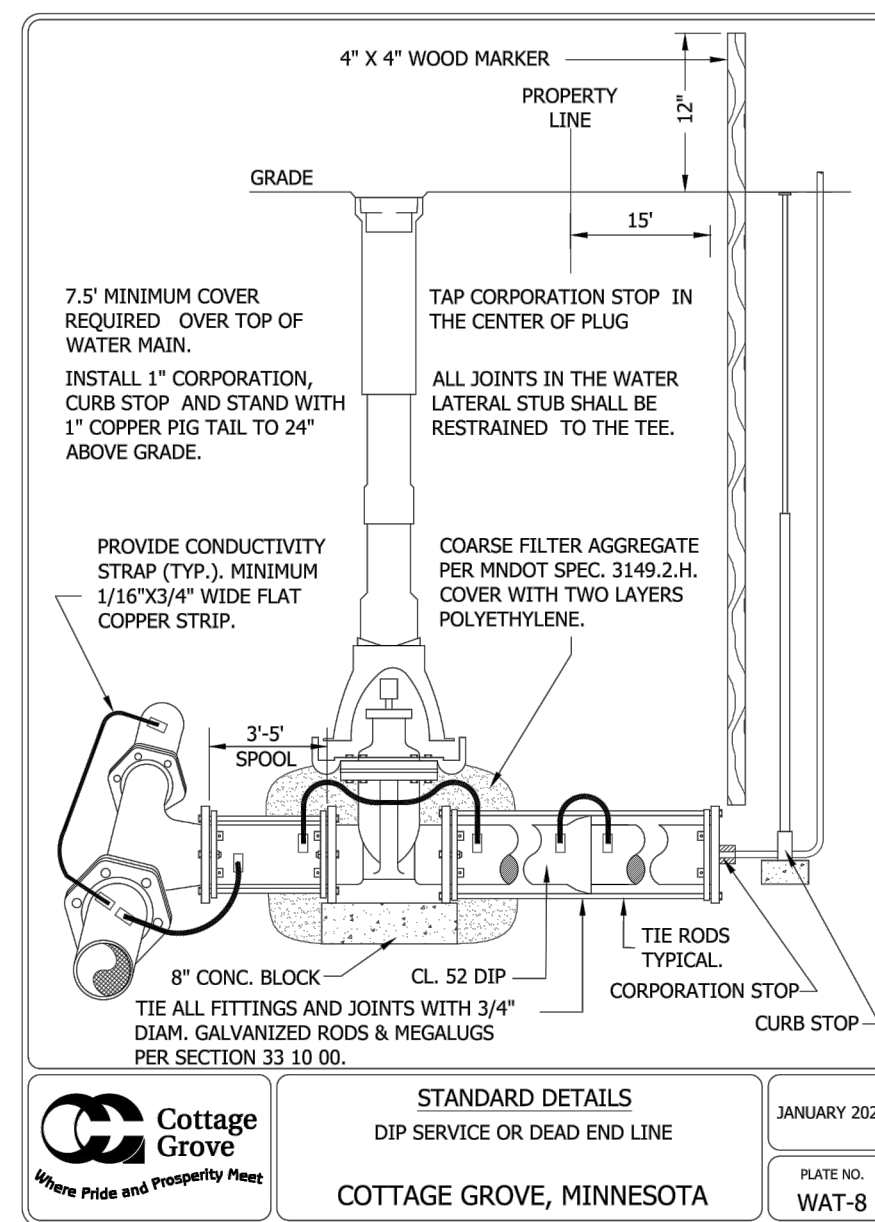
48_WAT3.DWG



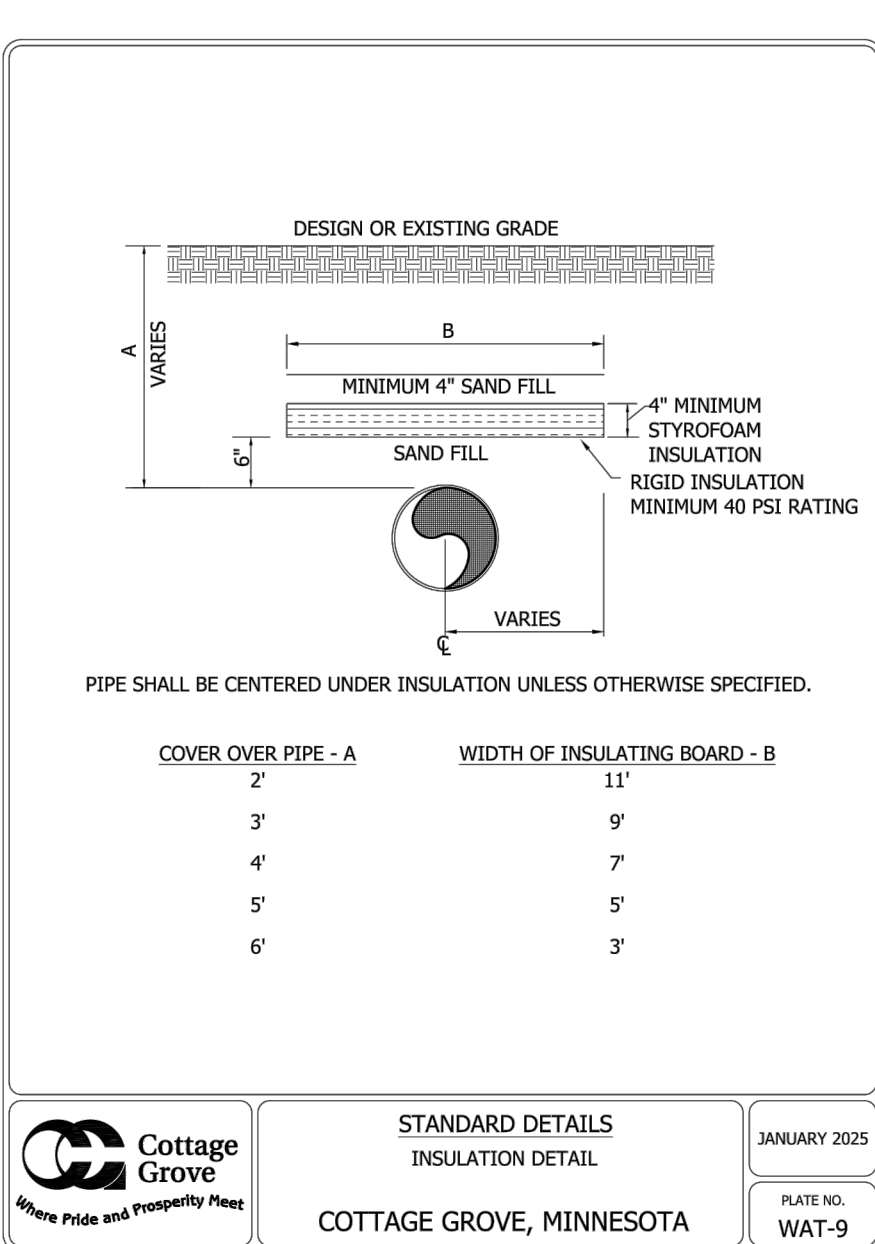
48 WAT6.DW



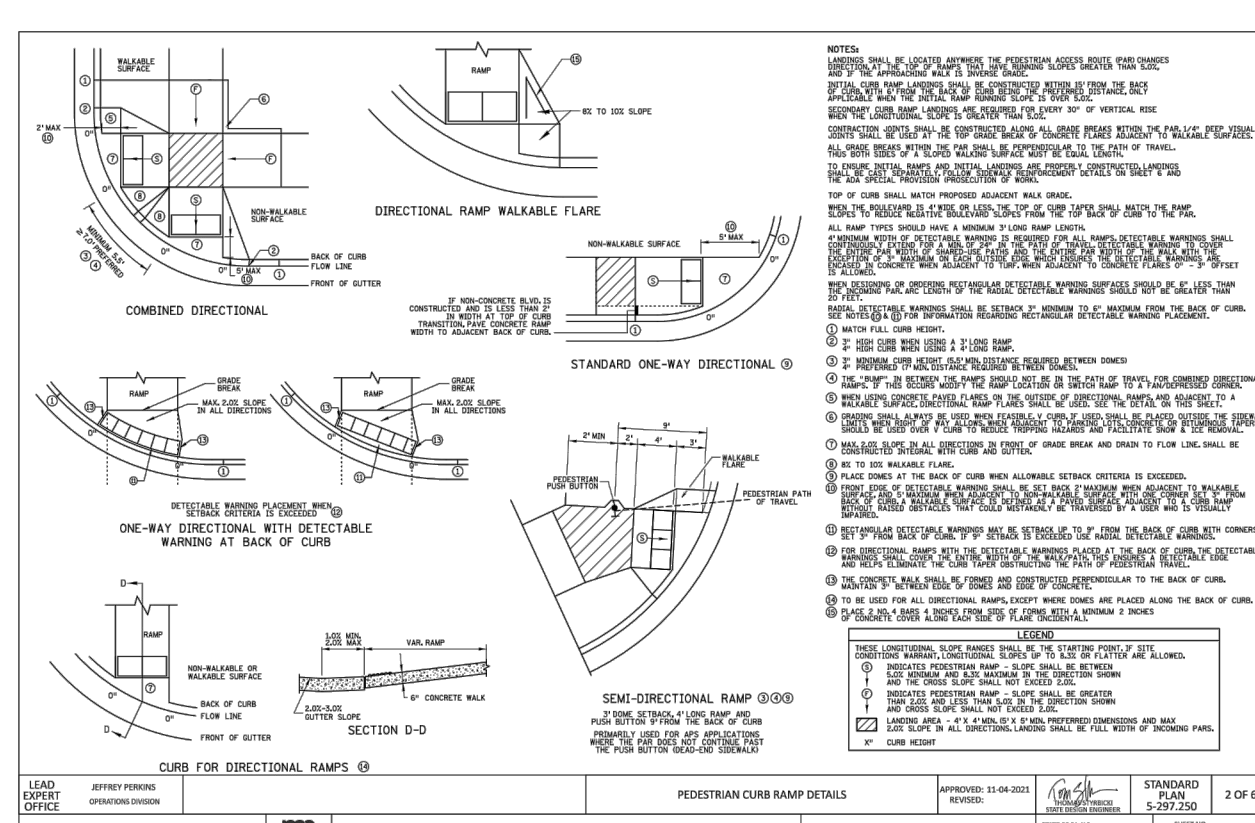
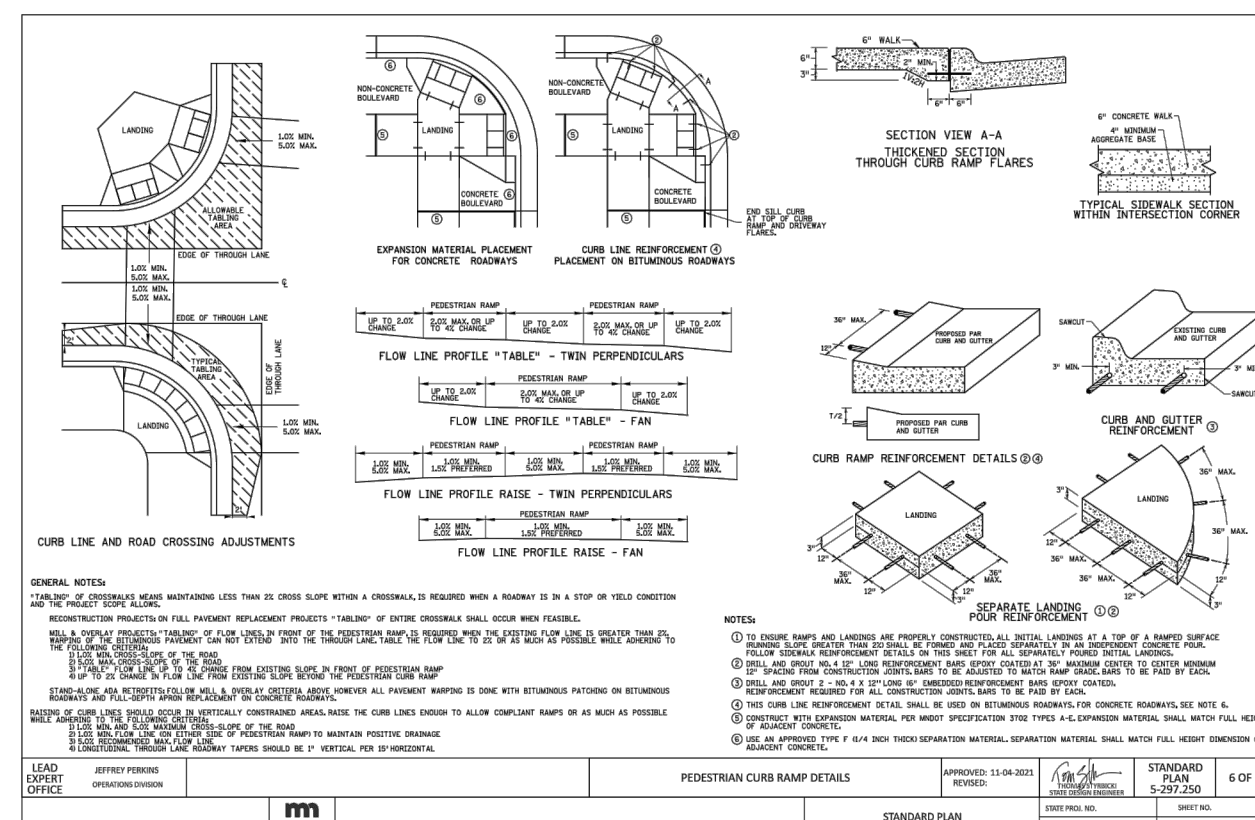
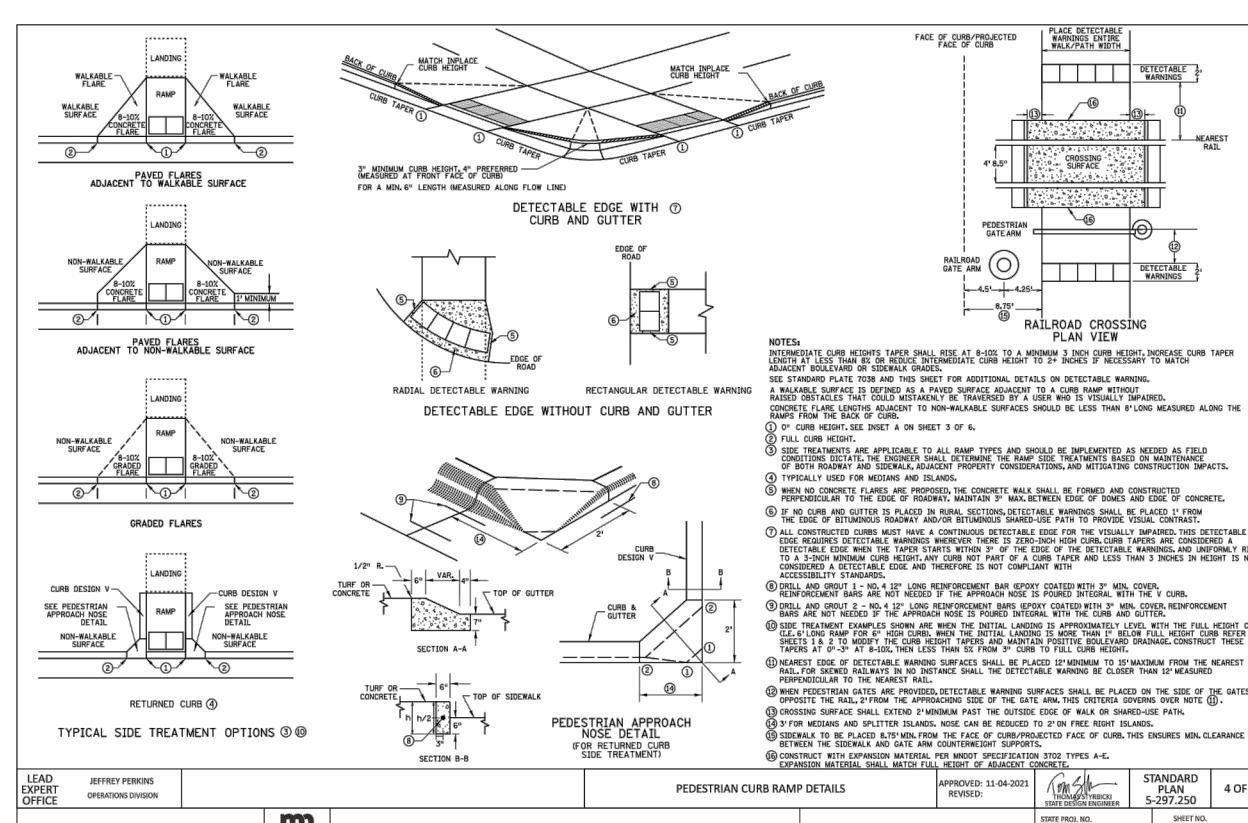
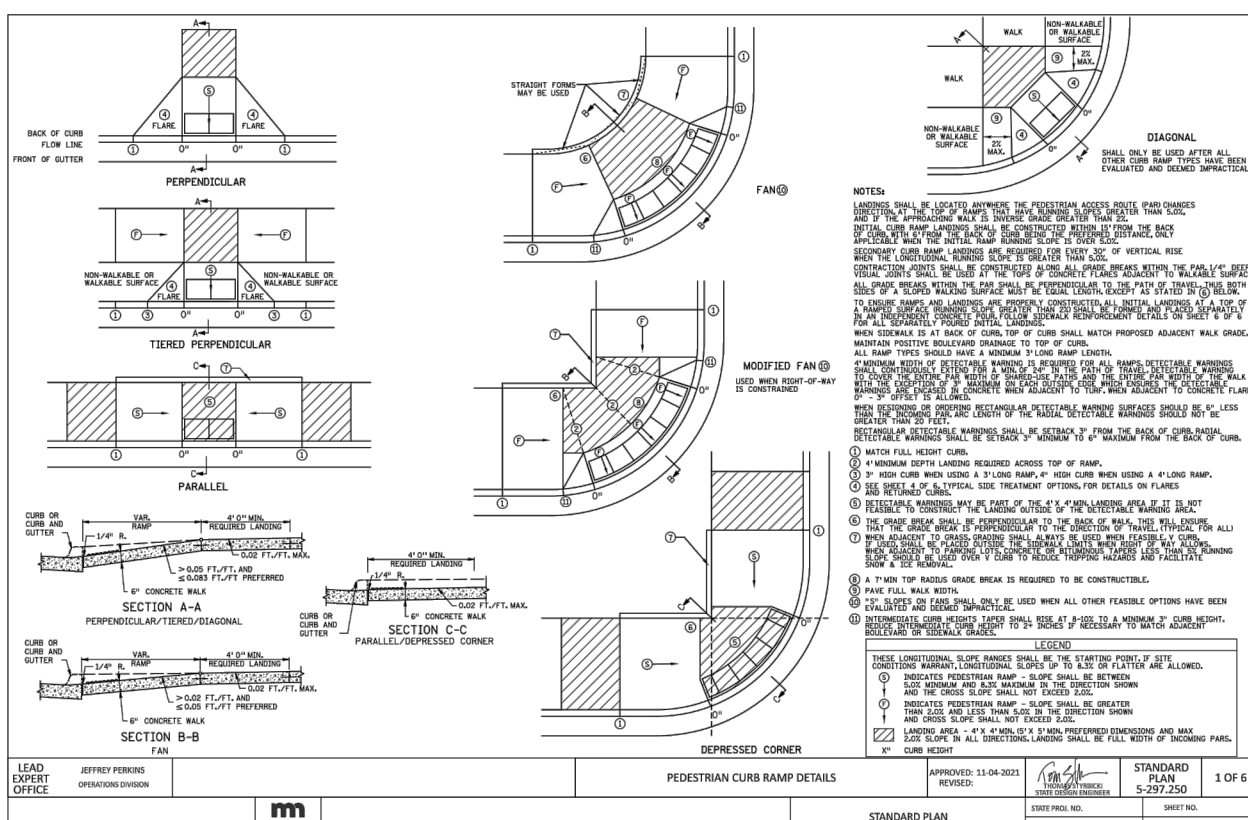
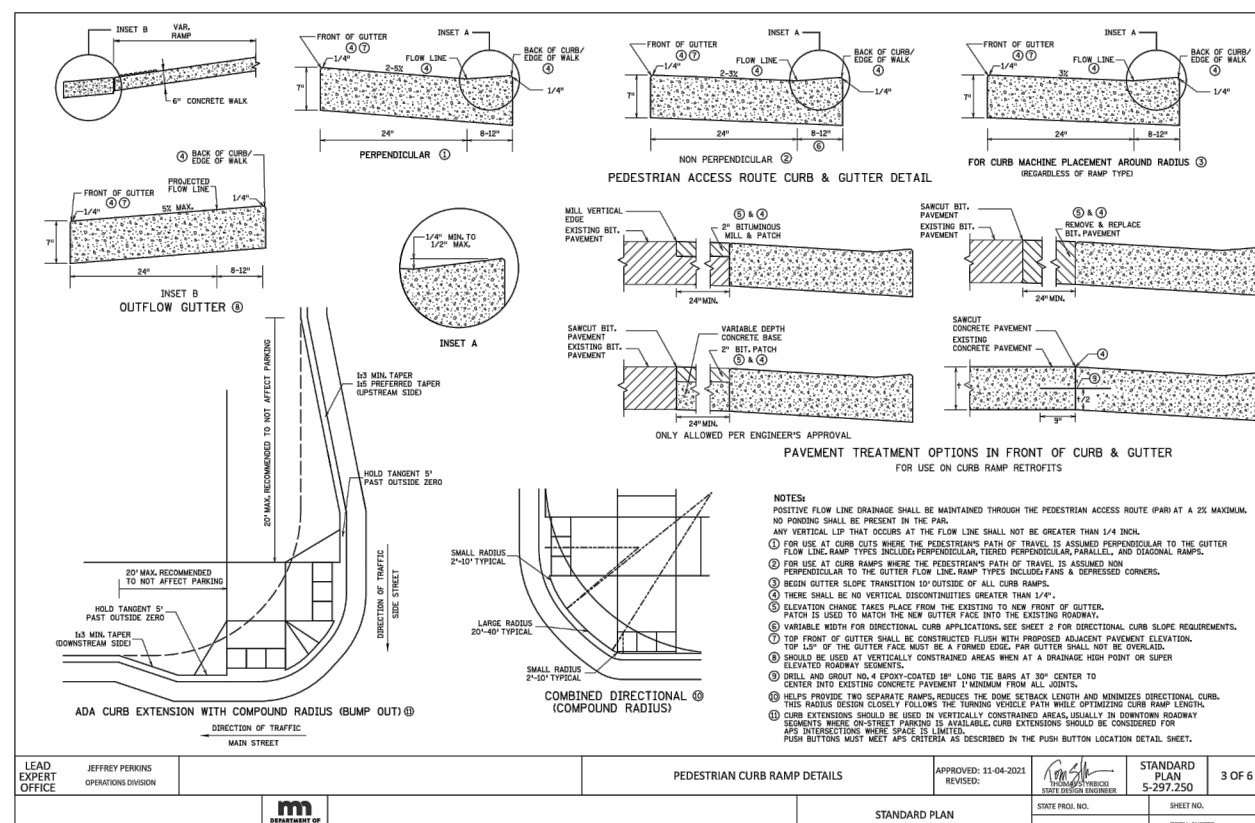
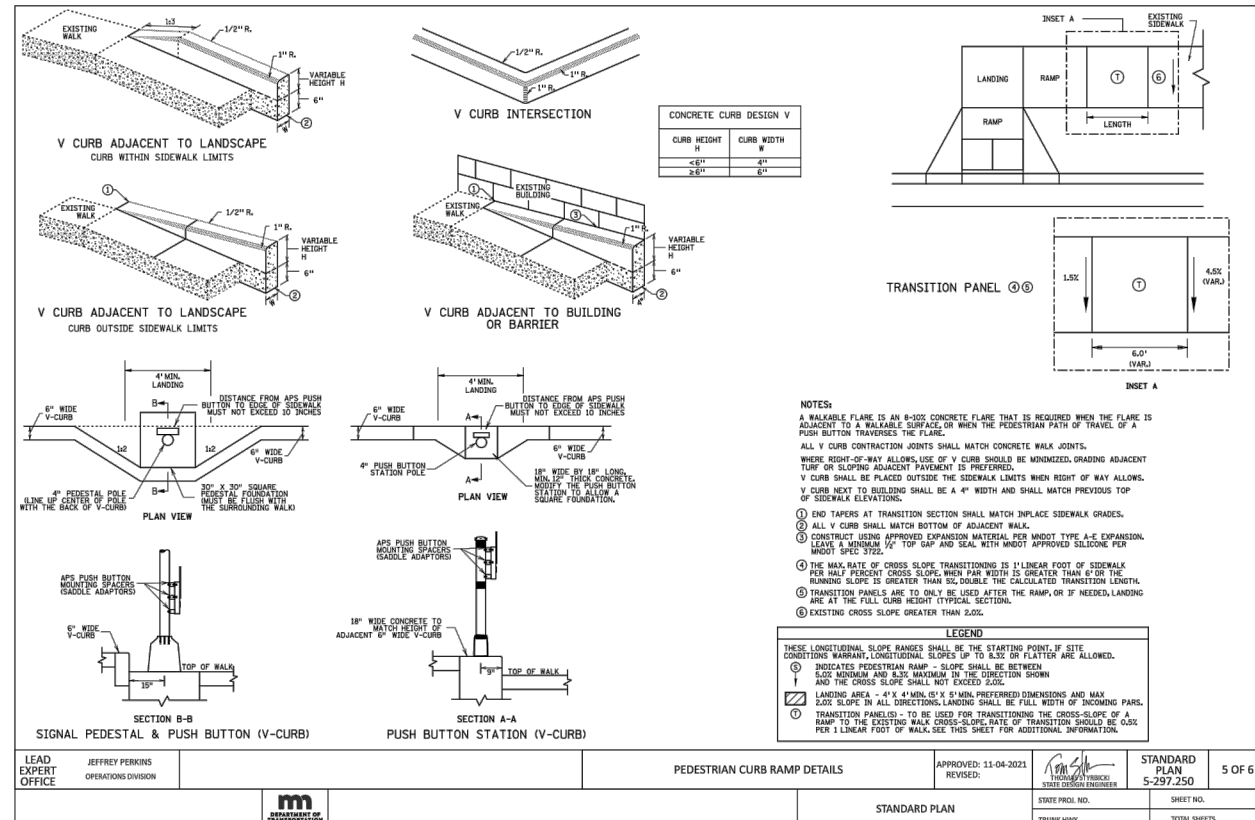
48 WATZ.DWG



48. WAT8.D/W



48 WAT9.DWG





Cottage Grove, Minnesota

Existing Conditions Plan - Overview

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

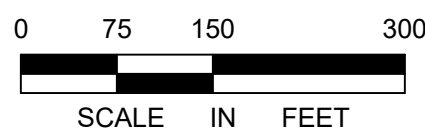
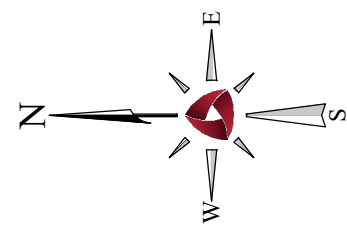
Date _____ License no. 43480

By _____ Date _____

Designed By: MPR

Project No.: 4000367-00

Sheet 6 of 73



Know what's below.
Call before you dig.
Dial 811

The Land is described as follows:

That part of the East half of the Northeast Quarter of Section 4, except that portion lying northeasterly of County Road No. 20, Section 4, Township 27, Range 21, Washington County, Minnesota.

AND

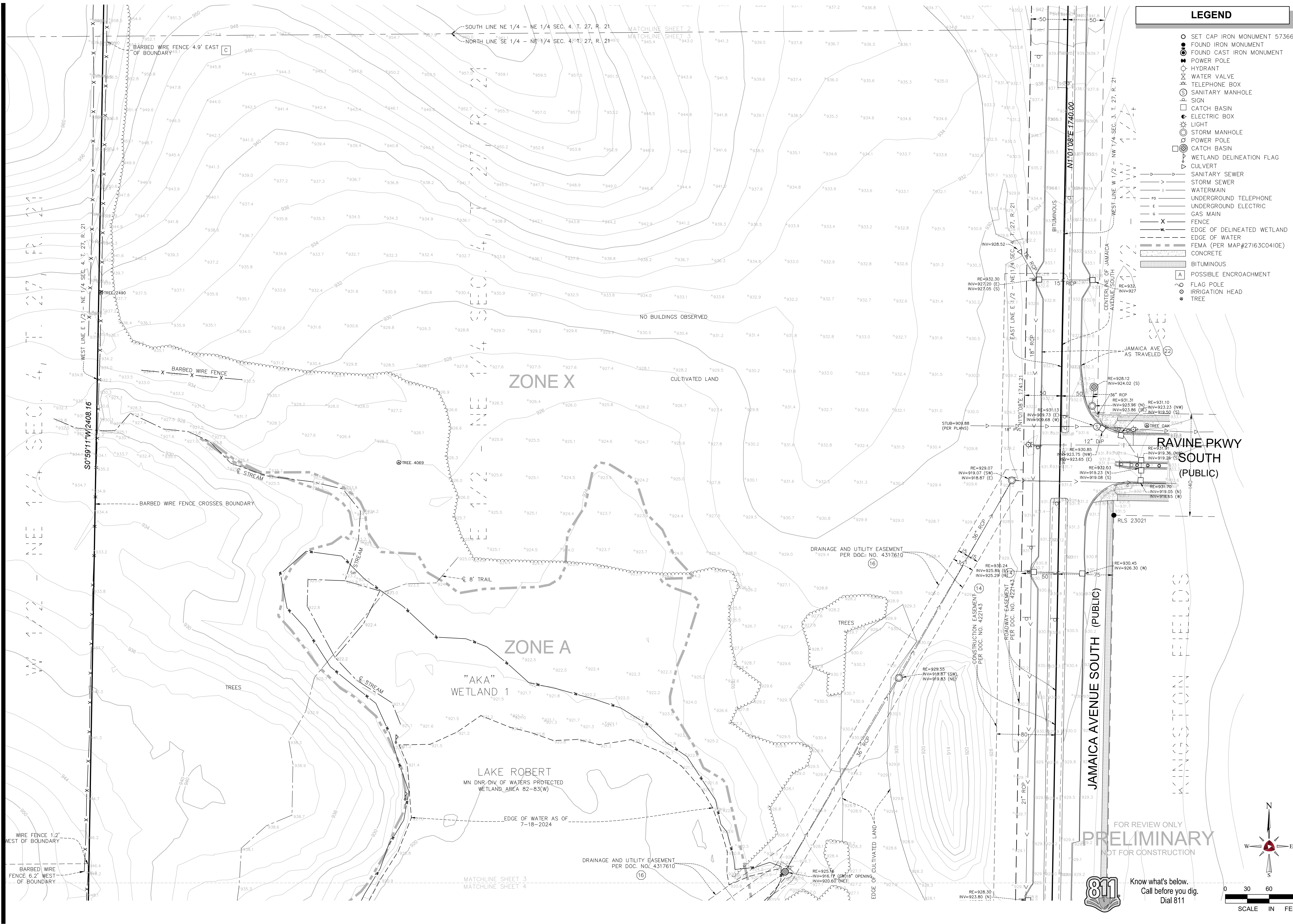
That part of the West half of the Northwest Quarter of Section 3, except that portion lying northeasterly of County Road No. 20 and easterly of Jamaica Avenue, Washington County, Minnesota.

AND

Outlots A and B, The Waters at Michaels Pointe, Washington County, Minnesota.

Abstract Property

1. This survey and the property description shown here on are based upon information found in the commitment for title insurance prepared by First American Title Insurance Company, file no. NCS-1086486-MPLS, dated August 9, 2021.
2. The orientation of this bearing system is based on the Anoka County Coordinate System NAD83(86 adj.).
3. All distances are in feet.
4. The locations of existing utilities on or serving the property are depicted based on Gopher State One Call Ticket No.212662470 & 212662471, available city maps, records and observed evidence locations. Lacking excavation, underground utility locations may not be exact. Verify critical utilities prior to construction or design.
5. Land area of property is 2,526,360 sq. ft. or 57.997 acres.
6. Bench Mark 1: MNDOT benchmark "WICHMAN-MNDT RM3" located in Maple Grove, 1.0 mile W along I-94/TH 694 from the junction of TH 169 and I-94, at I-694 milepost 28.7, 71.5 feet N of the I-94/-694 exit to Hennepin Lake/County Road #1 fog line, 5.8 feet S of a right-of-way fence, 3.9 feet S of a witness post and has an elevation of 955.352 feet (NAVD88).
7. Bench Mark 2: Local Benchmark is a TNH located on the NE corner at the intersection of Zachary Lane N and Foundations Drive N and has an elevation of 923.56 feet (NAVD88).

**ALLIANT**

www.alliant-inc.com



LochrIDGE
Cottage Grove, Minnesota

Final Plat - Phase 1
Existing Conditions Plan - View B

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Existing Conditions Plan - View B

[illegible]

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

Mark Rausch

43480

Date _____ License no. _____

QA/QC CHECK

References

By _____ Date _____

PROJECT TEAM DATA

Designed By: MPR

Drafted By: ELI IDW/TAS RJP/TMA

Product No. : 400000000.00

Project No.: 4000307-00

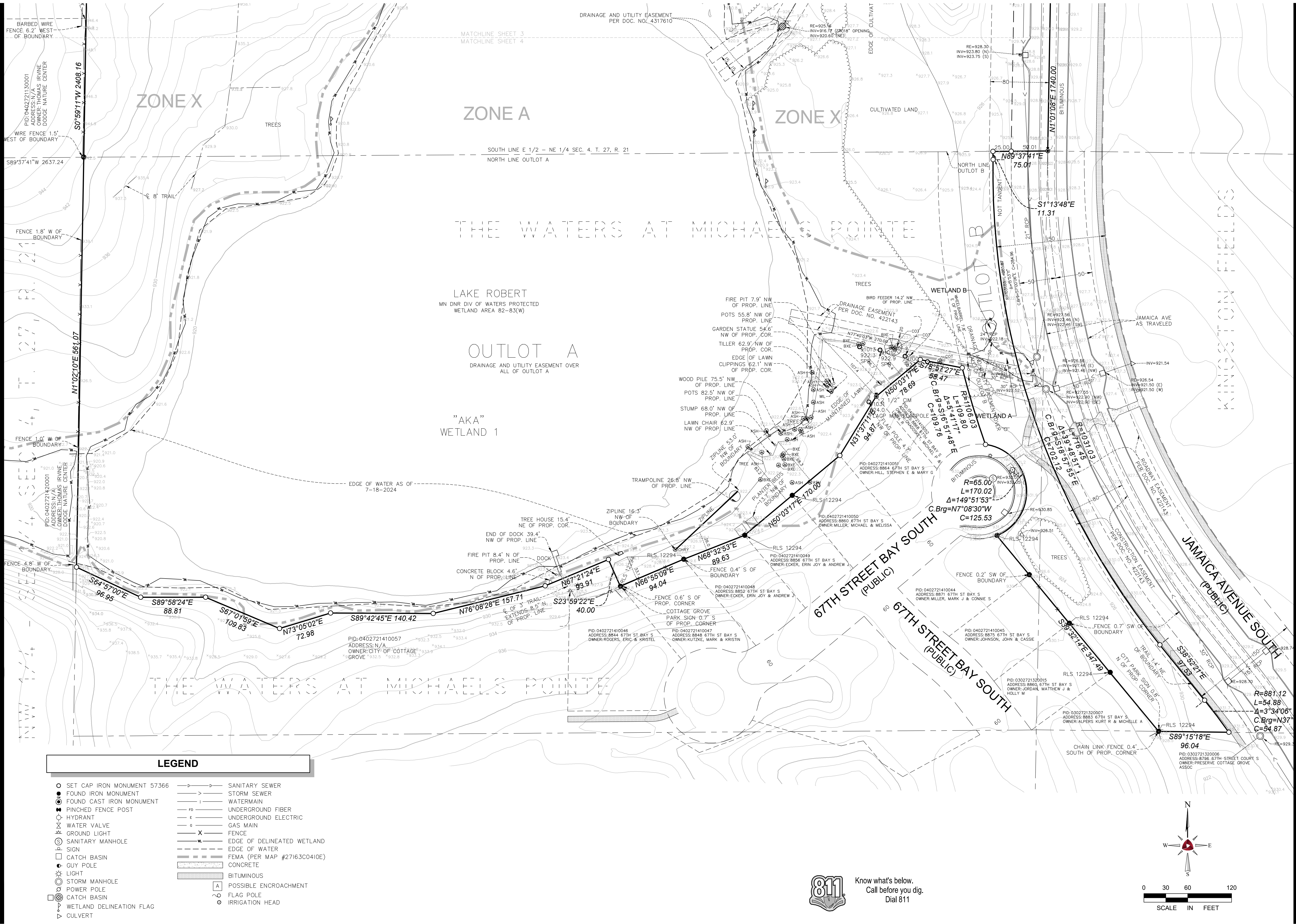
188 **Q**

0

Page 10 of 10

Sheet 8 of 73

Xref X:\ 02 Phase Template - LD\ Sheet Template Components\Frames\22x34-L.dwg



alliant-inc.com

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Existing Conditions Plan - View C

DATE	DESCRIPTION
3-28-2025	CITY SUBMITTAL

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

Mark Rauch
Date: 3/28/2025 License no: 43480

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

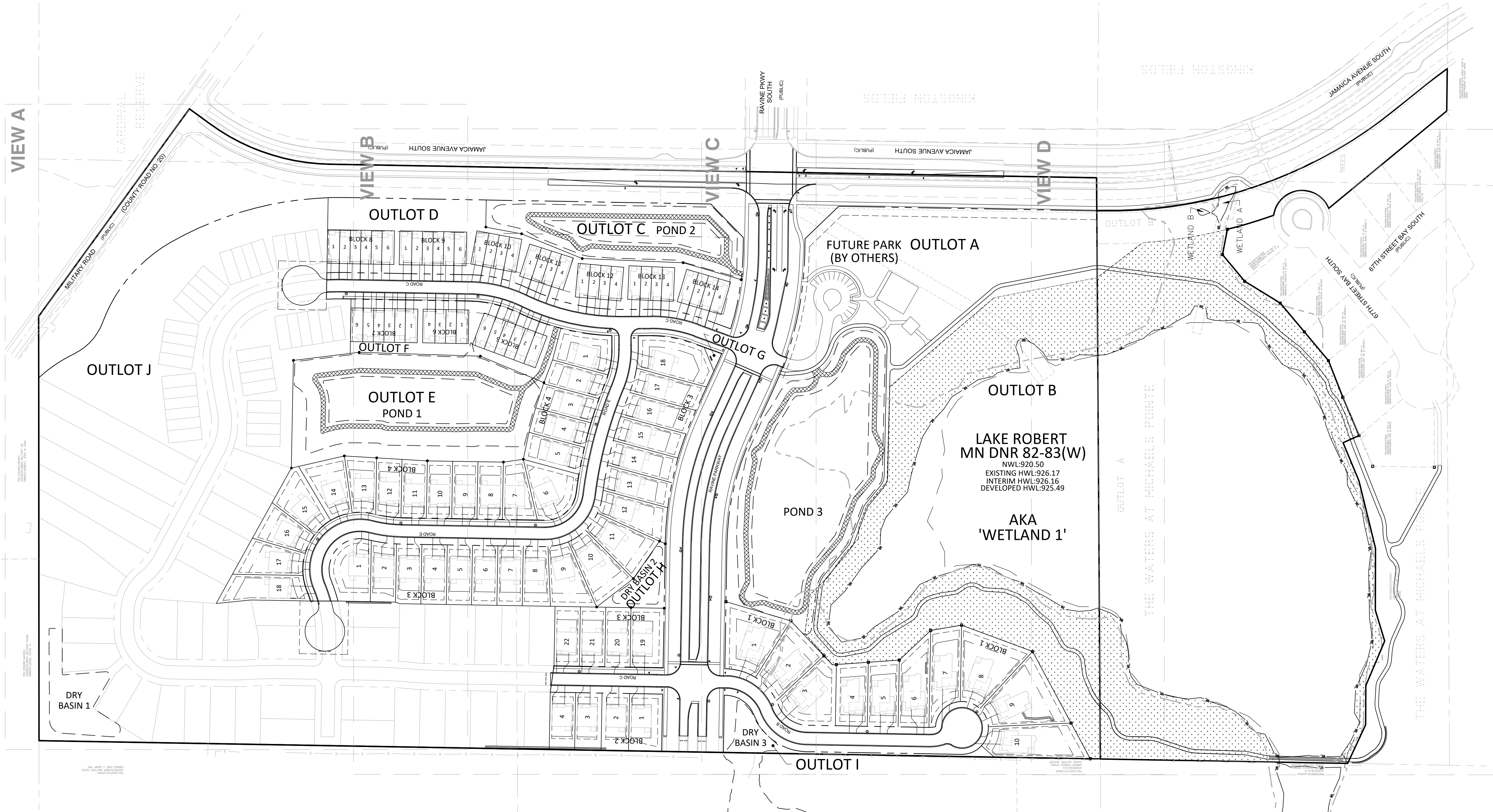
Designed By: MPR

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

9

Sheet 9 of 73



SITE PLAN DATA:

PIDS: 0402721110001	51.7 AC
0402721140001	20.0 AC
0302721220001	0.4 AC
0402721410053 (EX. OLA)	15.0 AC
0402721410054 (EX. OLB)	1.5 AC
GROSS AREA	88.6 AC
EXISTING ROW (MILITARY & JAMAICA)	2.84 AC
PROPOSED ROW DEDICATION (MILITARY & JAMAICA)	2.83 AC
PROPOSED ROW (PROPOSED RAVINE PARKWAY)	4.21 AC
PROPOSED ROW ROAD B	1.01 AC
PROPOSED ROW ROAD C, D, E	3.23 AC
OUTLOT B	13.50 AC
OUTLOT A (FUTURE PARK)	4.10 AC
EX. OLA, EX. OLB (FUTURE PARK)	16.5 AC

SITE PLAN DATA (CON):

WETLAND AREA	16.38 AC *
(OUTLOT B)	5.33 AC
(EX. OLA)	11.12 AC**
* SEE WETLAND MANAGEMENT PLAN FOR ADDITIONAL CALCULATIONS	
** WETLAND 1, WETLAND A AND WETLAND B WITHIN EXISTING OUTLOTS A AND B	
NOTE: EX. OLA AND EX. OLB ARE ABBREVIATIONS FOR THE EXISTING OUTLOTS A AND B PLATTED IN THE WATERS AT MICHAELS POINT PLAT.	
SITE PLAN LOT DATA:	
4 UNIT TOWNHOME:	
LOT WIDTH MINIMUM:	24 FT
LOT DEPTH MINIMUM:	76.5 FT
6 UNIT TOWNHOME:	
LOT WIDTH MINIMUM:	24 FT
LOT DEPTH MINIMUM:	76.5 FT
MID SINGLE FAMILY LOTS:	
LOT WIDTH MINIMUM:	57.5 FT (77.5 FT W SIDE TO RIGHT OF WAY)
LOT DEPTH MINIMUM:	120 FT
SIDE YARD SETBACK:	7.5 FT (SIDE-1)
SIDE YARD SETBACK:	5 FT (SIDE-2)
LARGE SINGLE FAMILY LOTS:	
LOT WIDTH MINIMUM:	70 FT (87.5FT W SIDE TO RIGHT OF WAY)
LOT DEPTH MINIMUM:	140 FT
SIDE YARD SETBACK:	7.5 FT

SITE PLAN LOT DATA (CON):

NOTES:	
ALL TOWNHOMES:	
MINIMUM BUILDING SEPARATION: 20 FT	
ALL:	
FRONT YARD SETBACK:	25 FT
REAR YARD SETBACK:	30 FT **
SIDE YARD SETBACK:	25 FT SIDE TO RIGHT OF WAY
**75 FT REAR YARD SETBACK WHEN ADJACENT TO MILITARY ROAD & JAMAICA AVENUE SOUTH	
LOT TYPE BREAKDOWN:	
TOWNHOMES	48
MID 57.5' SINGLE FAMILY LOTS	44 (BLOCKS 2-4)
LARGE 70' SINGLE FAMILY LOTS	10 (BLOCK 1)
TOTAL UNITS	102

IMPERVIOUS SURFACES:

MAX. IMPERVIOUS SURFACE ALLOWED:
SINGLE FAMILY LOTS = 50% MAX. PER LOT
ATTACHED DWELLINGS = 40% OF TOTAL AREA

SITE PLAN OUTLOT DATA:

OUTLOT	OWNER
OUTLOT WITH PONDS/WETLANDS/PARK: A, B, C, E, H	CITY
MICHAELS POINT OUTLOT A	CITY
MICHAELS POINT OUTLOT B	CITY
OUTLOT: D, F, G, I, J	HOA/DEVELOPER

SITE NOTES:

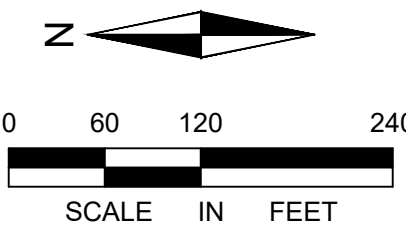
- SEE SHEET 11 FOR TYPICAL LOT DETAILS AND TYPICAL ROAD SECTIONS.
- SEE SHEETS 17 & 18 FOR JAMAICA AVENUE SOUTH IMPROVEMENT PLAN.
- SEE SHEET 56 FOR TRAFFIC SIGNAGE PLAN AND QUANTITIES.

LEGEND:

---	EASEMENT LINE
- - -	BUILDING SETBACK
---	PROPERTY LINE
---	LOT LINE
---	ROW
---	FEMA ZONE A (PER MAP# 27163C041E)
---	STREET SIGN
---	STREET LIGHT
---	WETLAND BUFFER
---	POND MAINTENANCE ACCESS (TURF)
---	CITY OPEN/PARK MARKER SIGN
---	OPEN SPACE SIGN



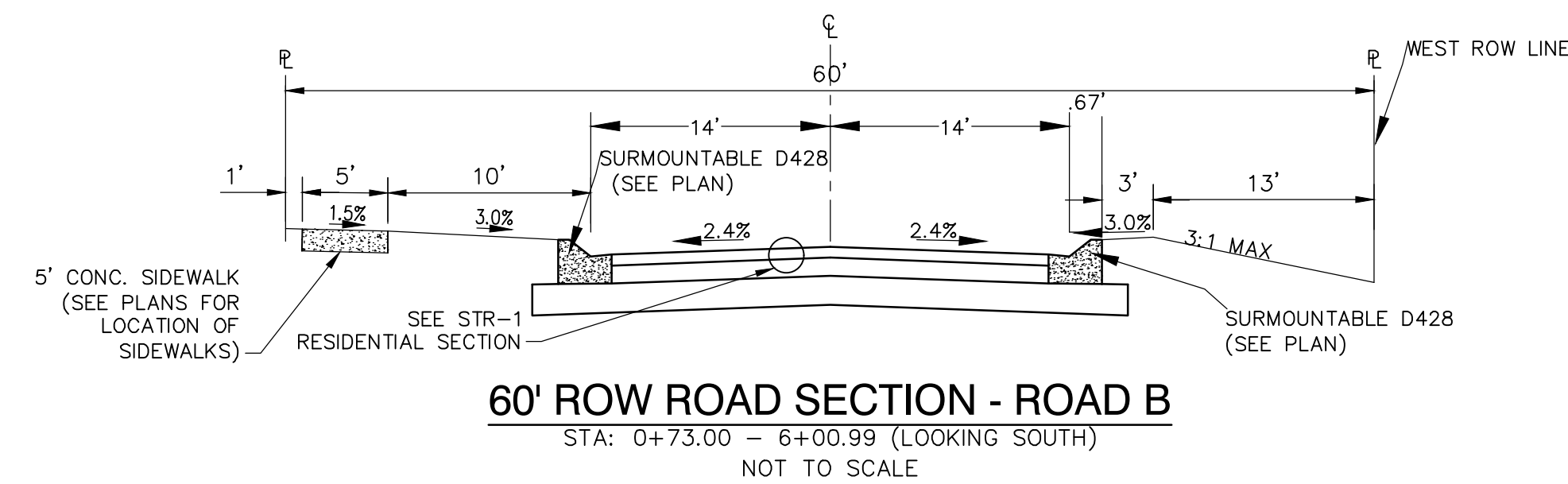
Know what's below.
Call before you dig.
Dial 811



DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION	
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.	
By: _____	61668
Date: _____	License no.
QA/QC CHECK	
By: _____	Date: _____
PROJECT TEAM DATA	
Designed By: BJP	
Drafted By: ELL, JDW, TAS, BJP, TMA	
Project No.: 4000367-00	

DEVELOPMENT LOT DETAILS



The diagram illustrates a rectangular lot with various setbacks and easements. The overall lot width is 70.0' MIN. The lot depth is labeled as Varies (140' MIN). The diagram shows the following setbacks and easements:

- Typical Rear Yard Easement:** 10' (top and bottom edges of the lot).
- Typical Front Yard Easement:** 10' (bottom edge of the lot).
- Typical Side Yard Easement:** 5' (left and right edges of the lot).
- 30' Rear Setback Line:** A dashed line indicating a 30-foot setback from the rear property line.
- 55' Front Setback Line:** A dashed line indicating a 55-foot setback from the front property line.
- 7.5' Side Setback Line:** Dashed lines indicating a 7.5-foot setback from the side property lines.
- 25' Front Setback Line:** A dashed line indicating a 25-foot setback from the front property line.
- 80' Lot Depth:** The distance between the 25' front setback line and the 55' front setback line is 80'.
- Denotes 50'x80' Pad Area:** A rectangular area within the lot, with dimensions 50 feet by 80 feet.
- Denotes Typical Side Yard Drainage and Utility Easement:** A 5-foot wide area on the right side of the lot.
- Side Setback = 25' When Adjacent to Proposed Right of Way (Corner Lots):** A note indicating that the side setback is 25 feet for corner lots.

[illegible]

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 Civil Engineer under the laws of the State of Minnesota.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

Be _____
Date _____

61668
License no. _____

By _____ Date _____

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

PID: 3302821440002
ADDRESS: 8805 MILITARY ROAD
OWNER: LODGE, DAVID A

PID: 3302821440001
ADDRESS: 8855 MILITARY RD
OWNER: HEBERT, JOSH & SAMI

DRY BASIN 1
BOTTOM 942.5
INTERIM HWL 951.54
FINAL HWL 949.00

OUTLOT J

PROPOSED ROW

RIGHT OF WAY DEDICATION

MILITARY ROAD
(PUBLIC)

(COUNTY ROAD NO. 20)

CARDINAL
RES

18

17

16

15

14

13

12

11

10

9

SURMOUNTABLE D-428
CURB AND GUTTER

RETAINING
WALL (TYP)

STREET LIGHT (TYP)

STREET LIGHT (TYP)

10' WIDE POND
MAINTENANCE ACCESS

SAMPLE HOME PLAN -
ACTUAL HOME STYLES
TO VARY, LARGEST
HOME OPTION SHOWN
WITH TYPICAL DRIVEWAY

POND 1
NW/L 926.00
INTERIM HWL 937.24
FINAL HWL 935.13

OUTLOT E

OUTLOT F

STREET LIGHT (TYP)

ROAD C

OUTLOT D

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

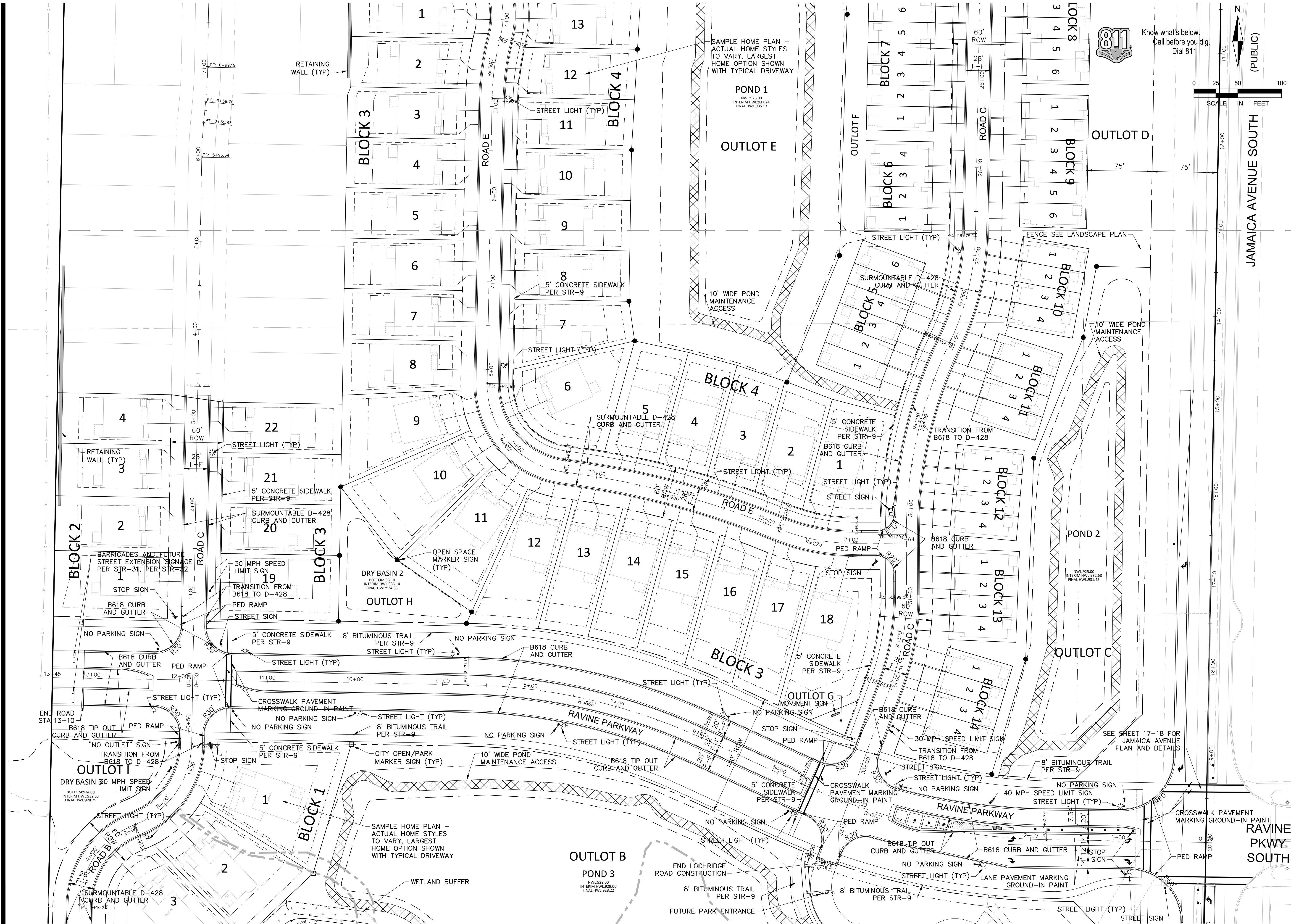
3

4

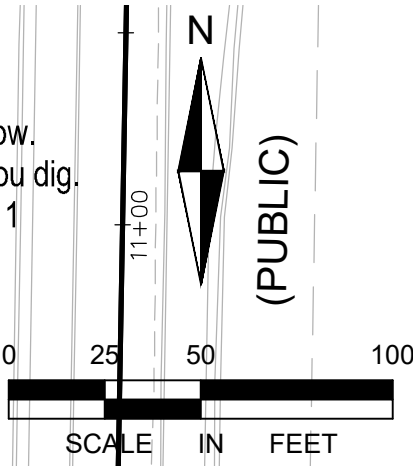
5

6

1



Know what's below.
Call before you dig.
Dial 811



JAMAICA AVENUE SOUTH
(PUBLIC)



ALLIANT
www.alliant-inc.com



**Pulte
HOMES**



**RACHEL
DEVELOPMENT**

Lochridge

Cottage Grove, Minnesota

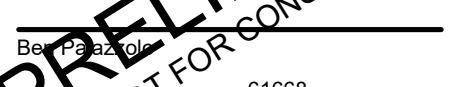
Final Plat - Phase 1

Site Plan - View B

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 in the State of Minnesota.

By: 

Date: 6/16/68

License No.:

QA/QC CHECK	
By: _____	Date: _____
PROJECT TEAM DATA	
Designed By: BJP	
Drafted By: ELL, JDW, TAS, BJP, TMA	
Project No.: 4000367-00	

File Location: X:\4000367-00\01040-Design\01 Sheets - Phase 1\Site Plan - View B.dwg Plotted By: Jacob Wolschke on March 31, 2025 at 11:00 AM



Final Plat - Phase 1

QA/QC CHECK

By _____ Date _____

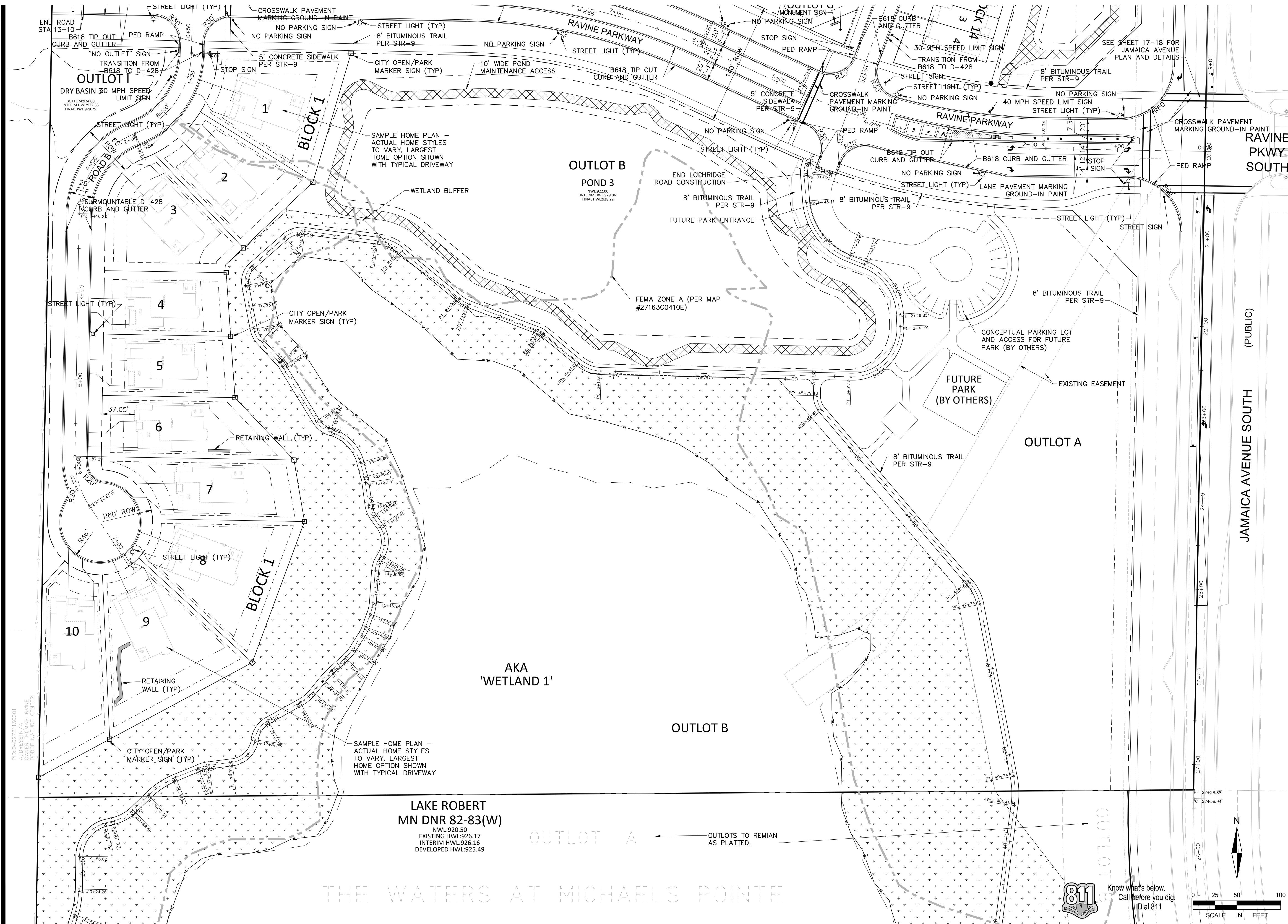
PROJECT TEAM DATA

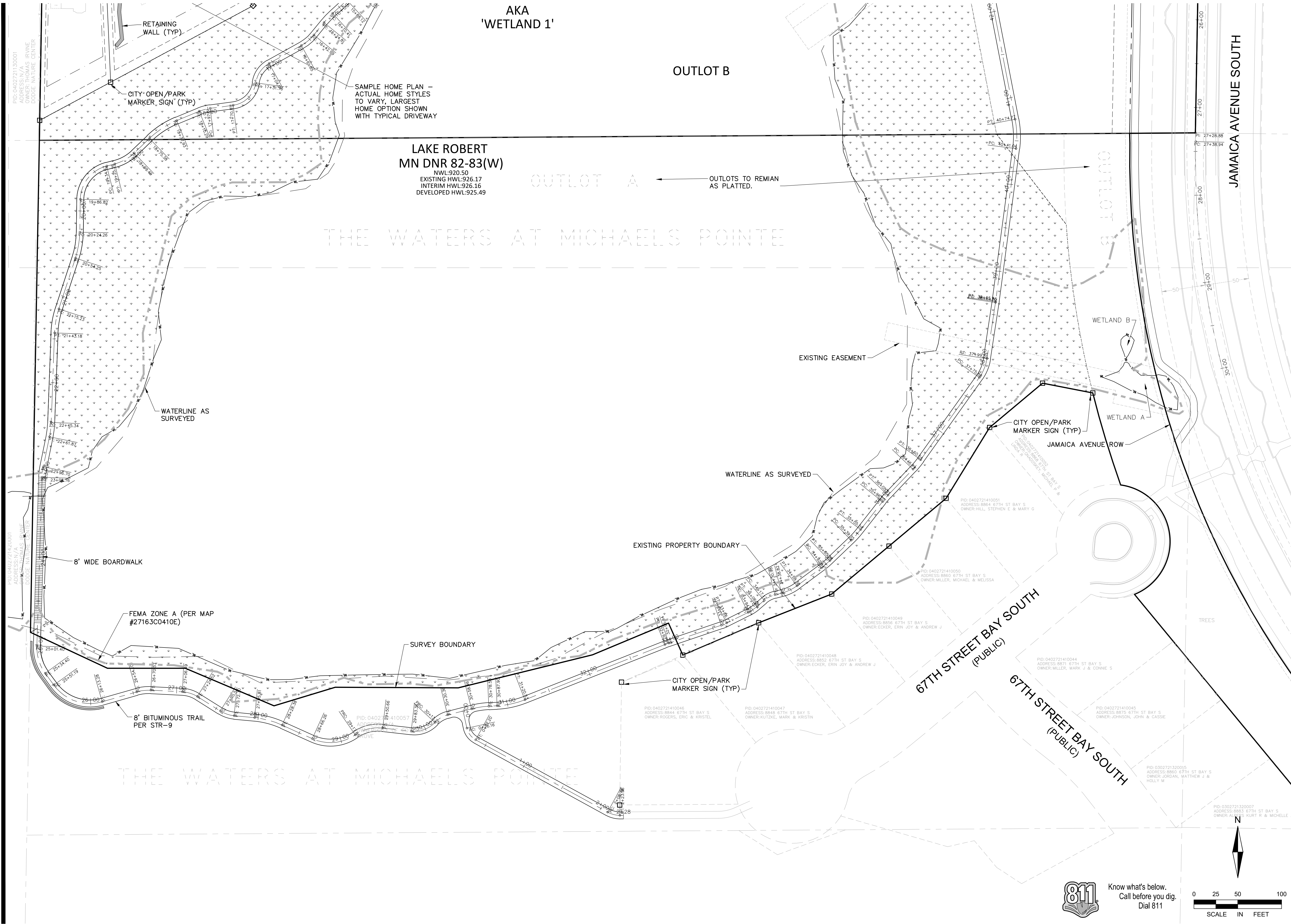
Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

Sheet 14 of 67





ALLIANT
www.alliant-inc.com

Pulte
HOMES

RACHEL
DEVELOPMENT

LochrIDGE
Cottage Grove, Minnesota

Final Plat - Phase 1
Site Plan - View D

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 in the State of Minnesota.

By: License no. 61668

Date:

QA/QC CHECK

By: Date:

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

811

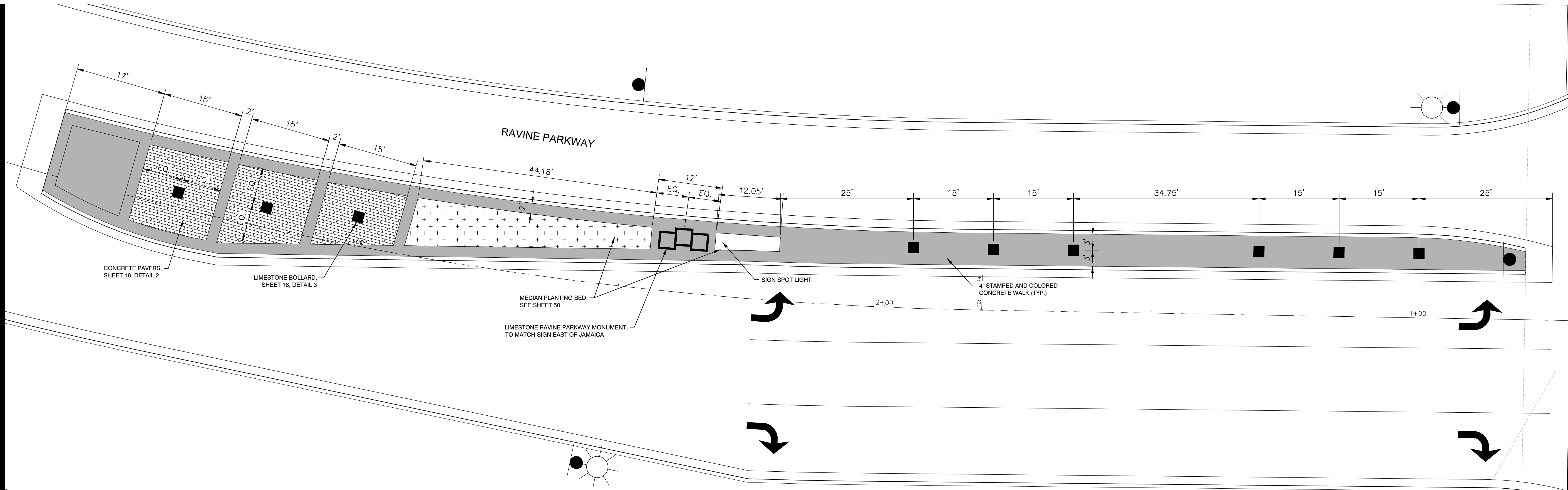
Know what's below.
Call before you dig.
Dial 811

0 25 50 100
SCALE IN FEET

15

Sheet 15 of 67

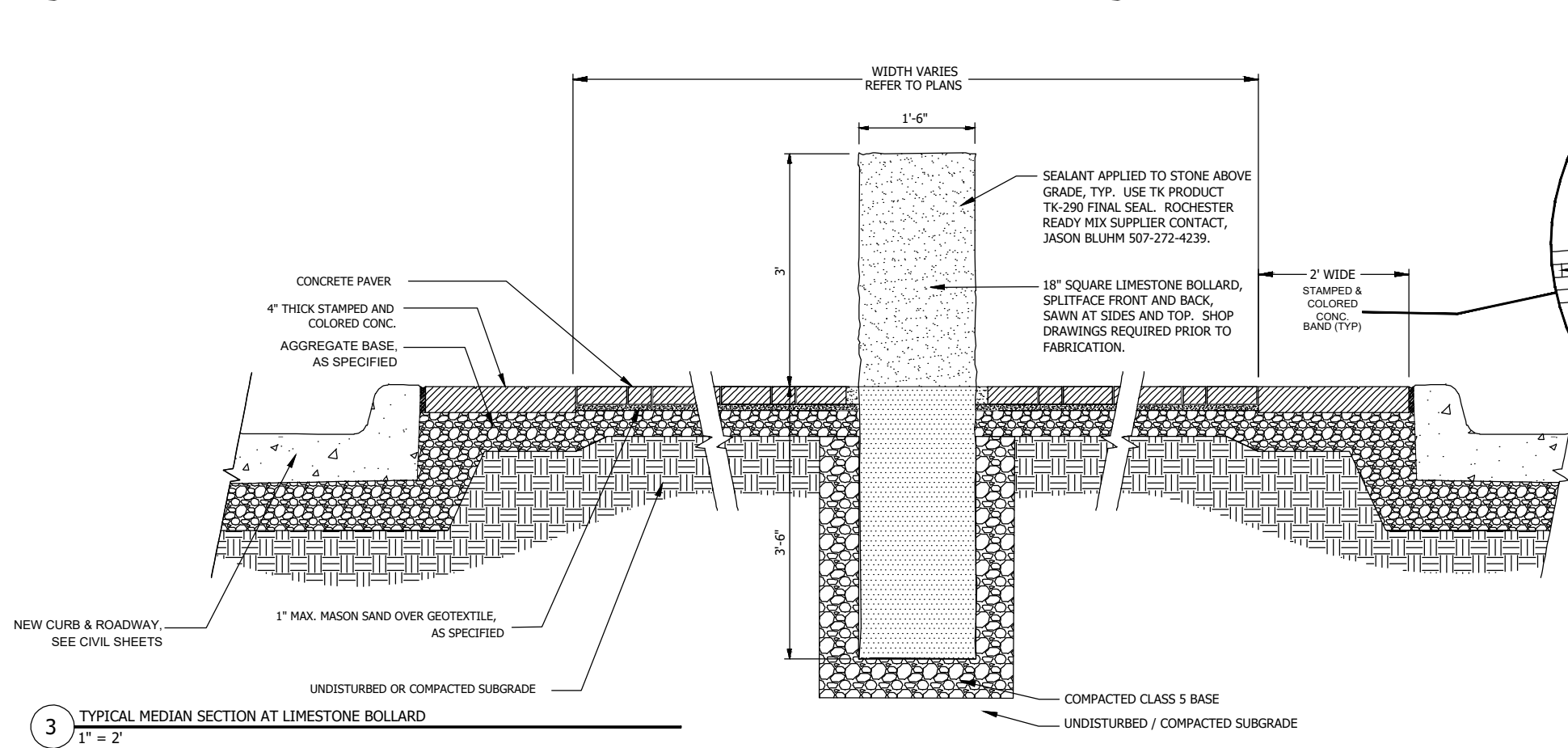
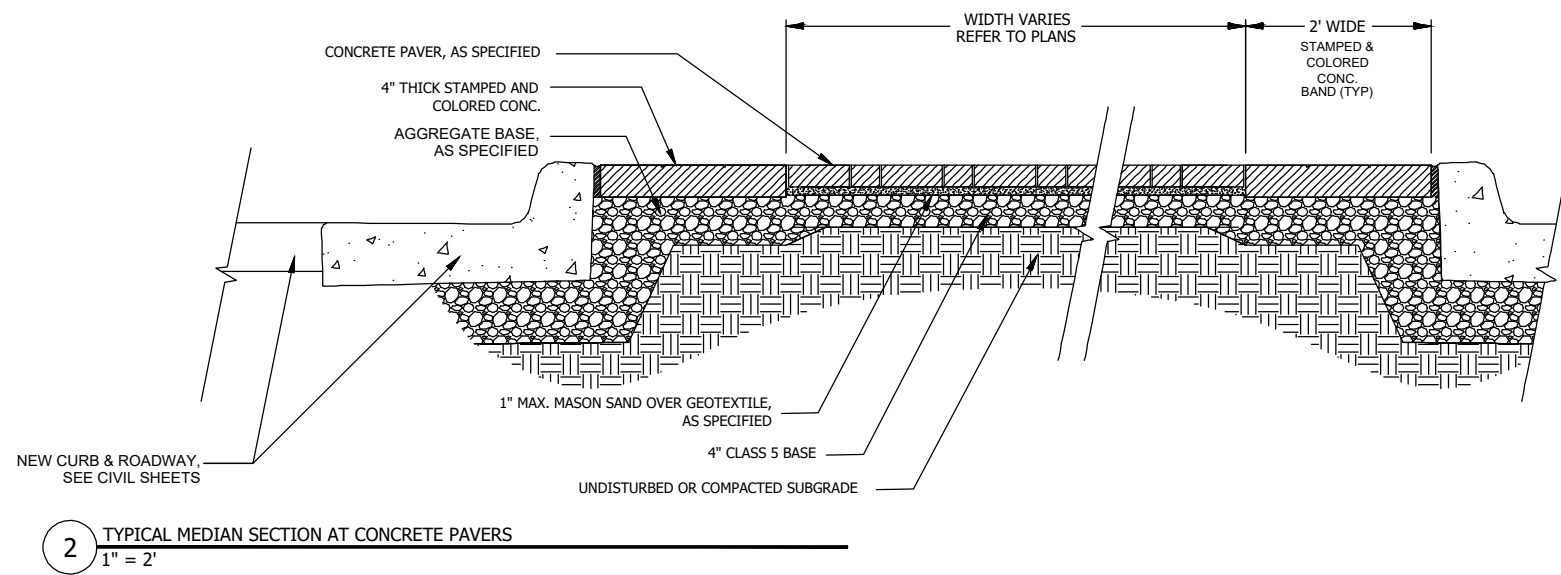
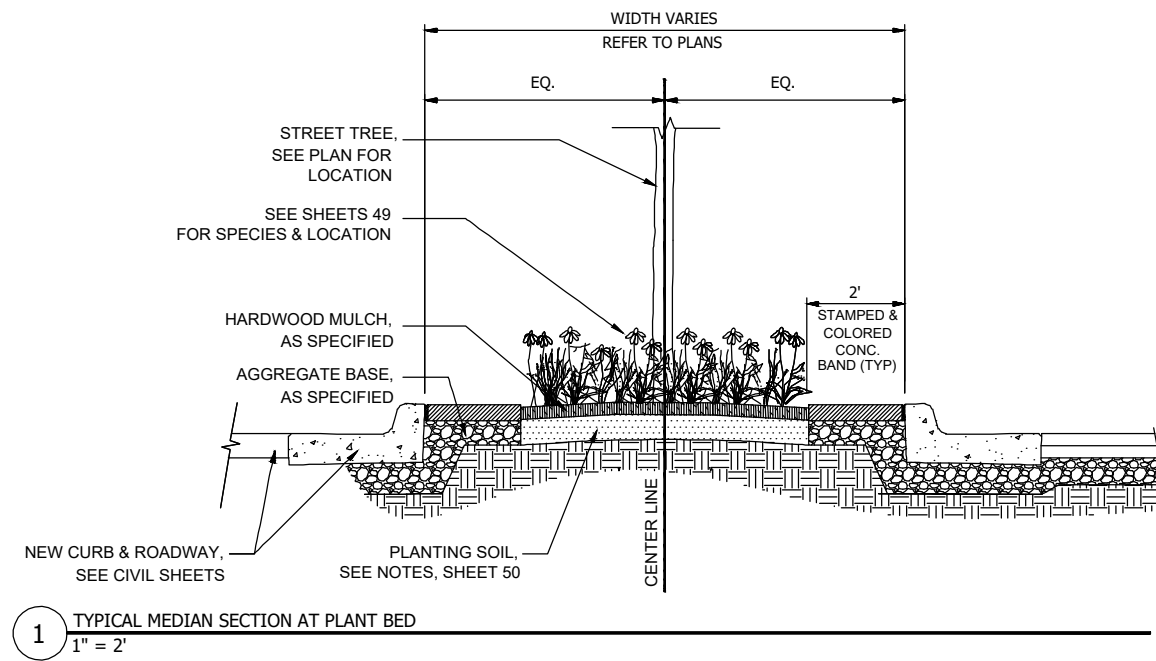
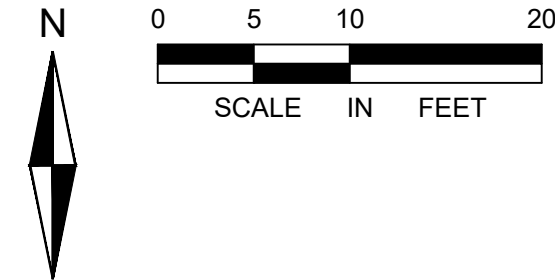
File Location: X:\4000367-00\001040_Design\01_SitePlan - Phase 1\SitePlan.dwg Plotted By: Jacob Wolschke on March 31, 2025 at 11:03 AM



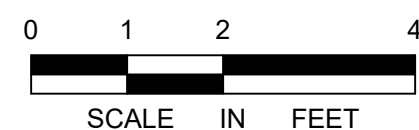
RAVINE PARKWAY MEDIAN ENLARGEMENT

LEGEND

- CONCRETE PAVERS (TYP.)
- 4" STAMPED AND COLORED CONCRETE



RAVINE PARKWAY MEDIAN DETAILS



Know what's below.
Call before you dig.
Dial 811

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

PRELIMINARY

For Review Only
NOT FOR CONSTRUCTION

By: License no. 61668

Date:

QA/QC CHECK

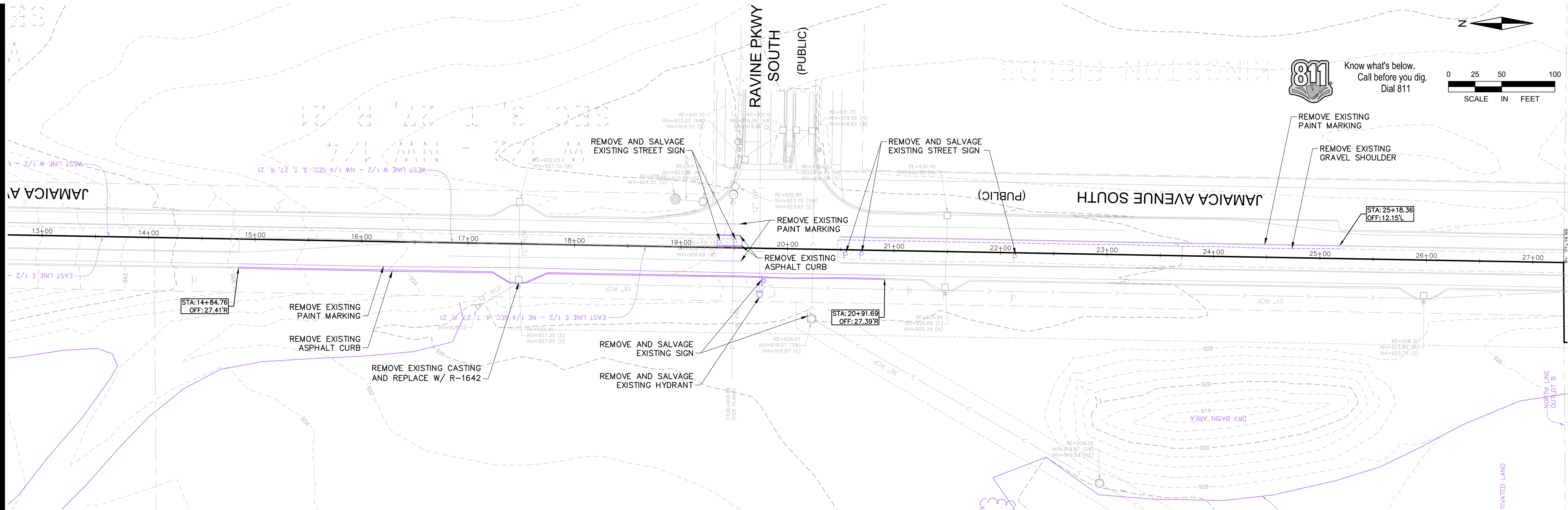
By: Date:

PROJECT TEAM DATA

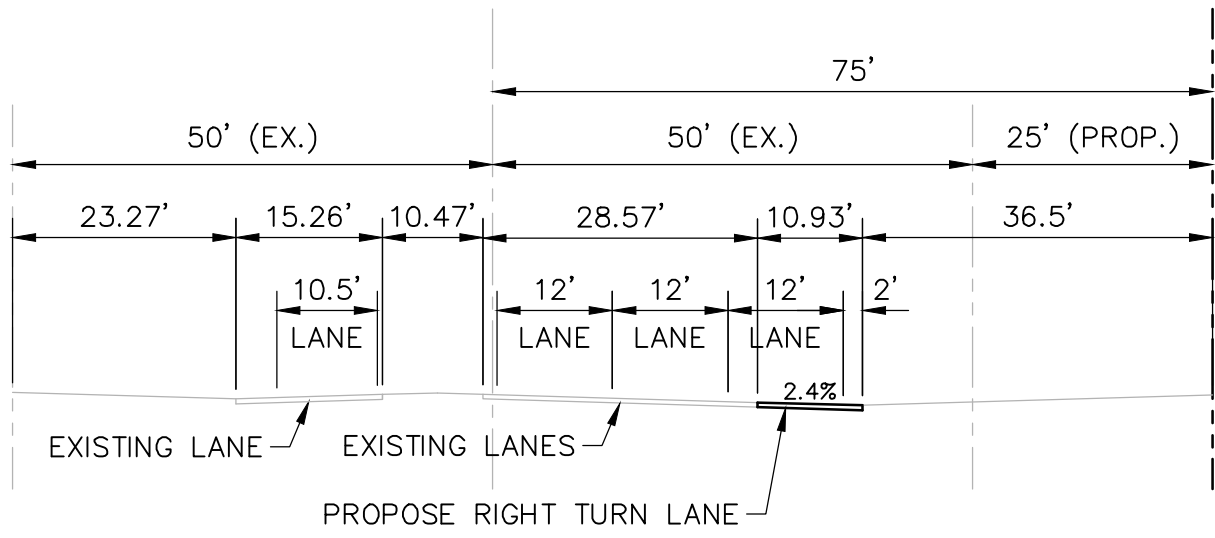
Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

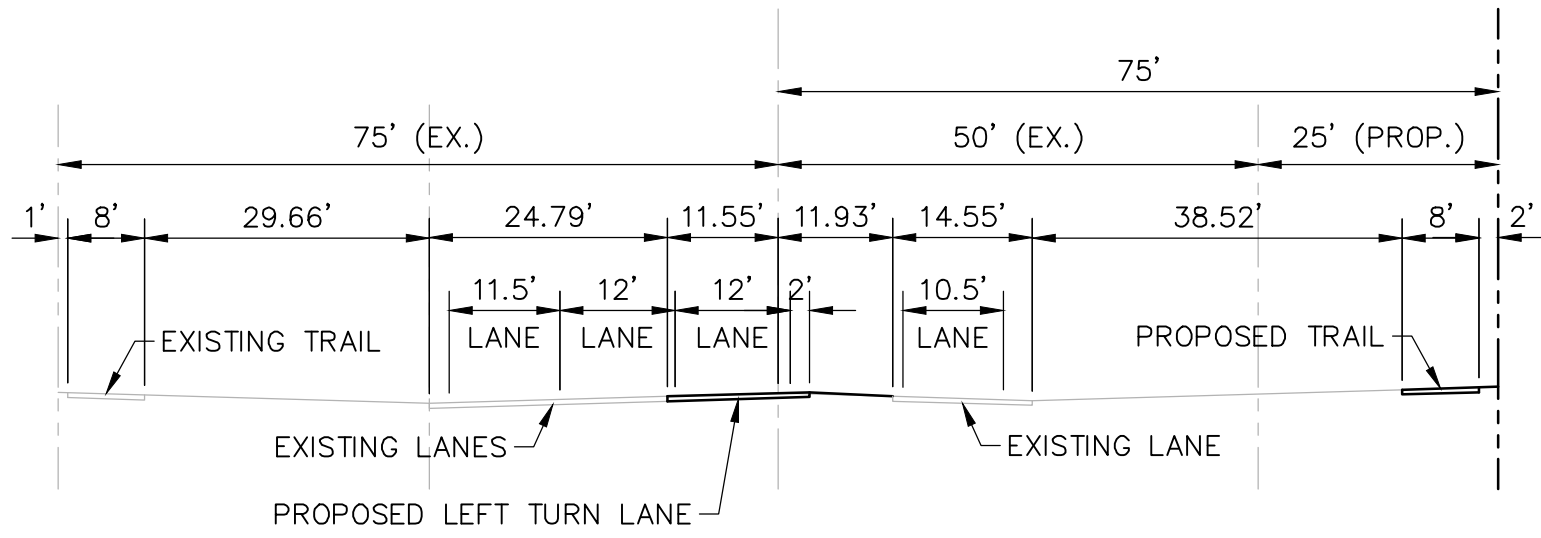
Project No.: 4000367-00



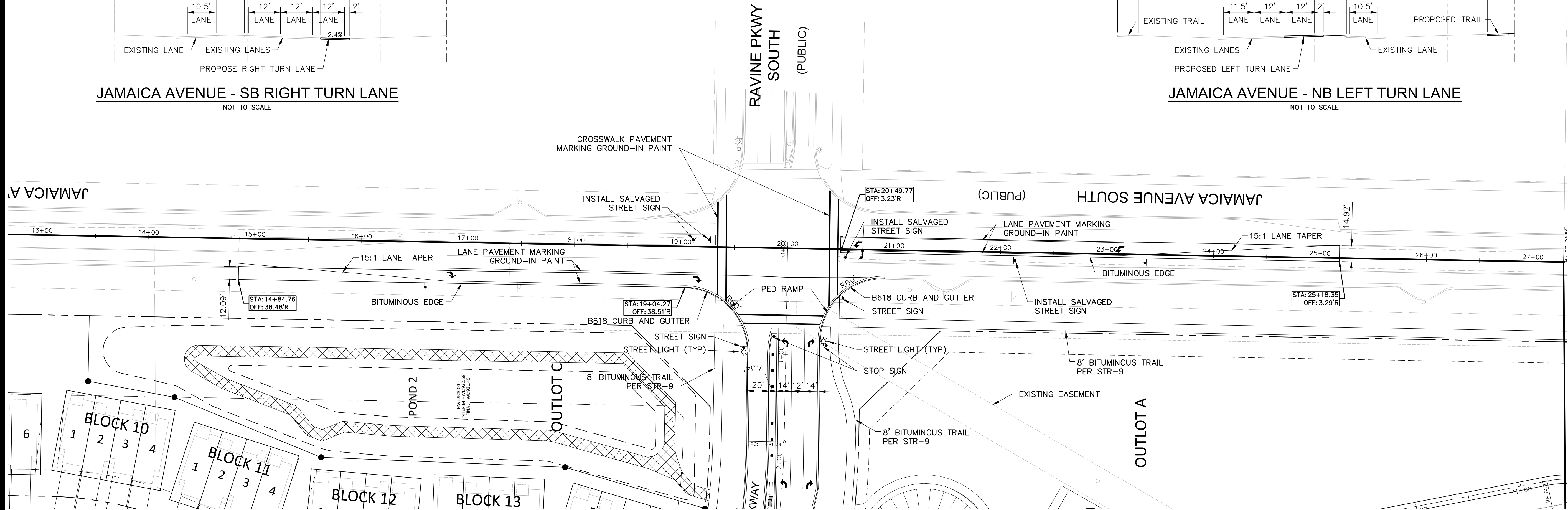
EXISTING CONDITIONS / DEMOLITION PLAN



JAMAICA AVENUE - SB RIGHT TURN LANE
NOT TO SCALE



JAMAICA AVENUE - NB LEFT TURN LANE
NOT TO SCALE



SITE PLAN

ALLIANT
www.alliant-inc.com

Pulte
HOMES

RACHEL
DEVELOPMENT

LochrIDGE

Cottage Grove, Minnesota

Final Plat - Phase 1
Jamaica Avenue South Improvement
Plan

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 in the State of Minnesota.

By: Date: 6/16/25 License no. 61668

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

17

Sheet 17 of 67

File Location: X:\4000367-00\001040_Design\01_SitePlans - Phase 1\JAMAICA AVENUE S.Dwg, Plotted By: Jacob Winkler on 6/16/25 at 11:02:22 AM



Cottage Grove, Minnesota

report
prior
tal

SECTION

Class: 4118/BA (A) / EXH 1E above Printed By: Frank Michalski on March 29, 2011 11:05:30 AM
File Location: V:\20090327_000\001140 DocSet\01_28.docx

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 Civil Engineer under the laws of the State of Minnesota.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

Ben Palazzo

61668

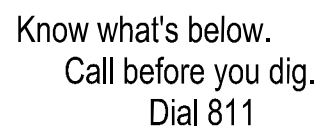
Date License no.

Printed By: Joseph W. Morris

By _____ Date _____

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

Sheet 18 of 67



NOT TO SCALE



NOT TO SCALE



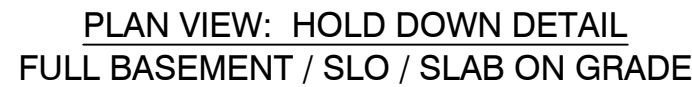
NOT TO SCALE

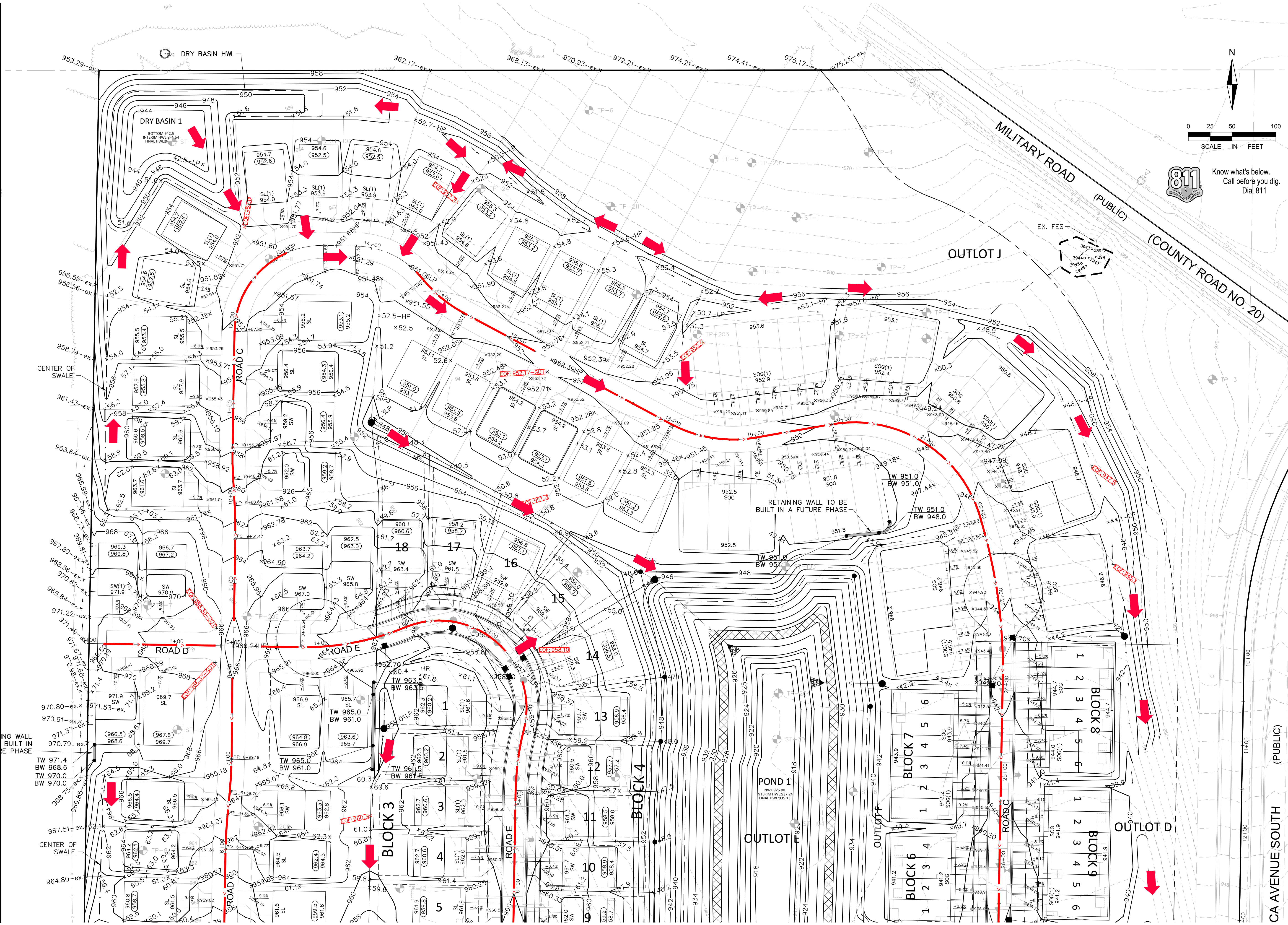


NOT TO SCALE



NOT TO SCALE





N

0

25

50

100

SCALE IN FEET

811

Know what's below.
Call before you dig.
Dial 811

ALLIANT

www.alliant-inc.com

Pulte
HOMES

RACHEL
DEVELOPMENT

LochrIDGE

Cottage Grove, Minnesota

Final Plat - Phase 1

Grading And Drainage Plan - View A

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

By:

61868

 License No.

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

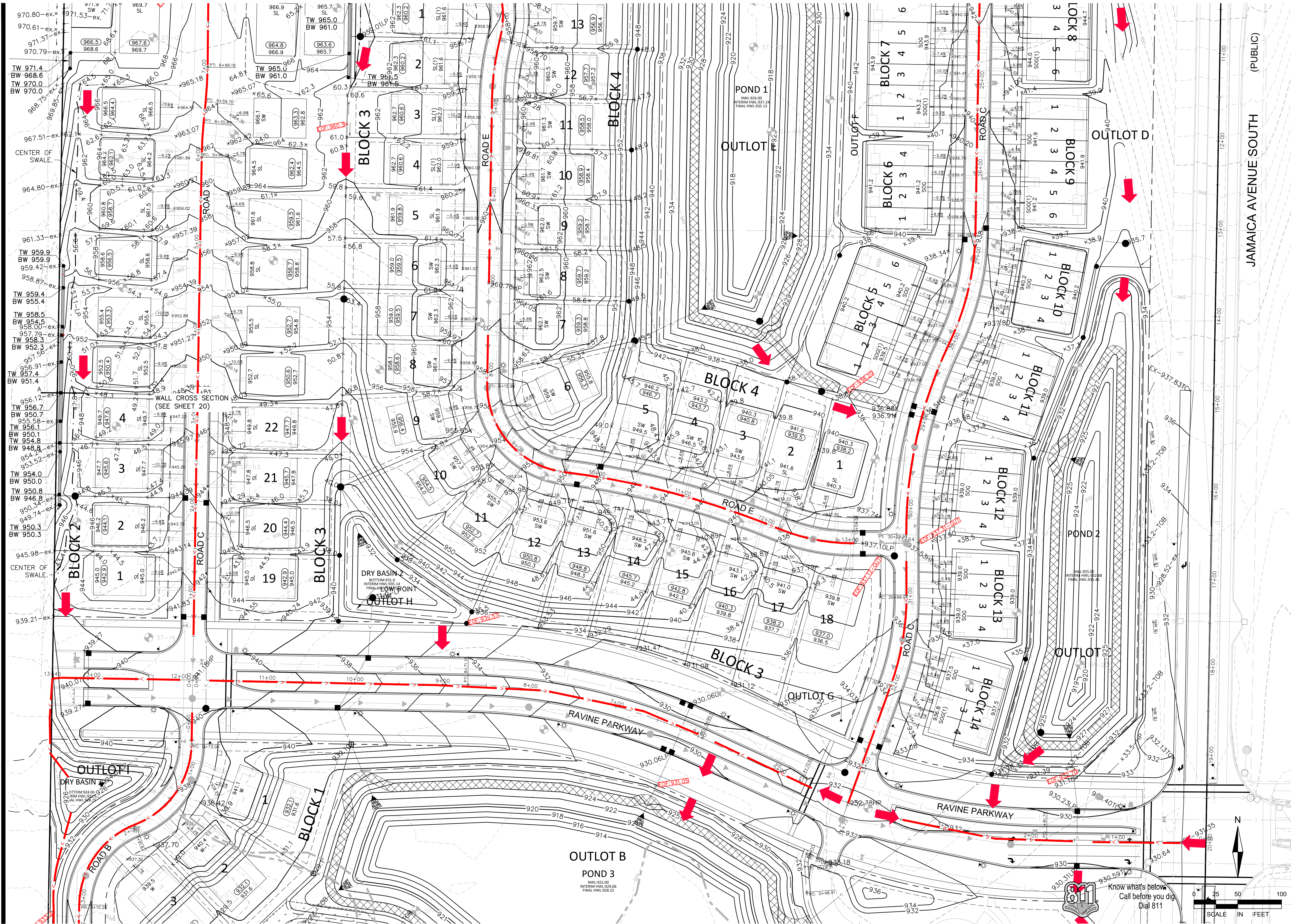
Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

21

Sheet 21 of 67





ALLIANT
www.alliant-inc.com



Pulte
HOMES



RACHEL
DEVELOPMENT

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Grading And Drainage Plan - View B

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

Date License No.

QA/QC CHECK

By _____ Date _____

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

PRELIMINARY

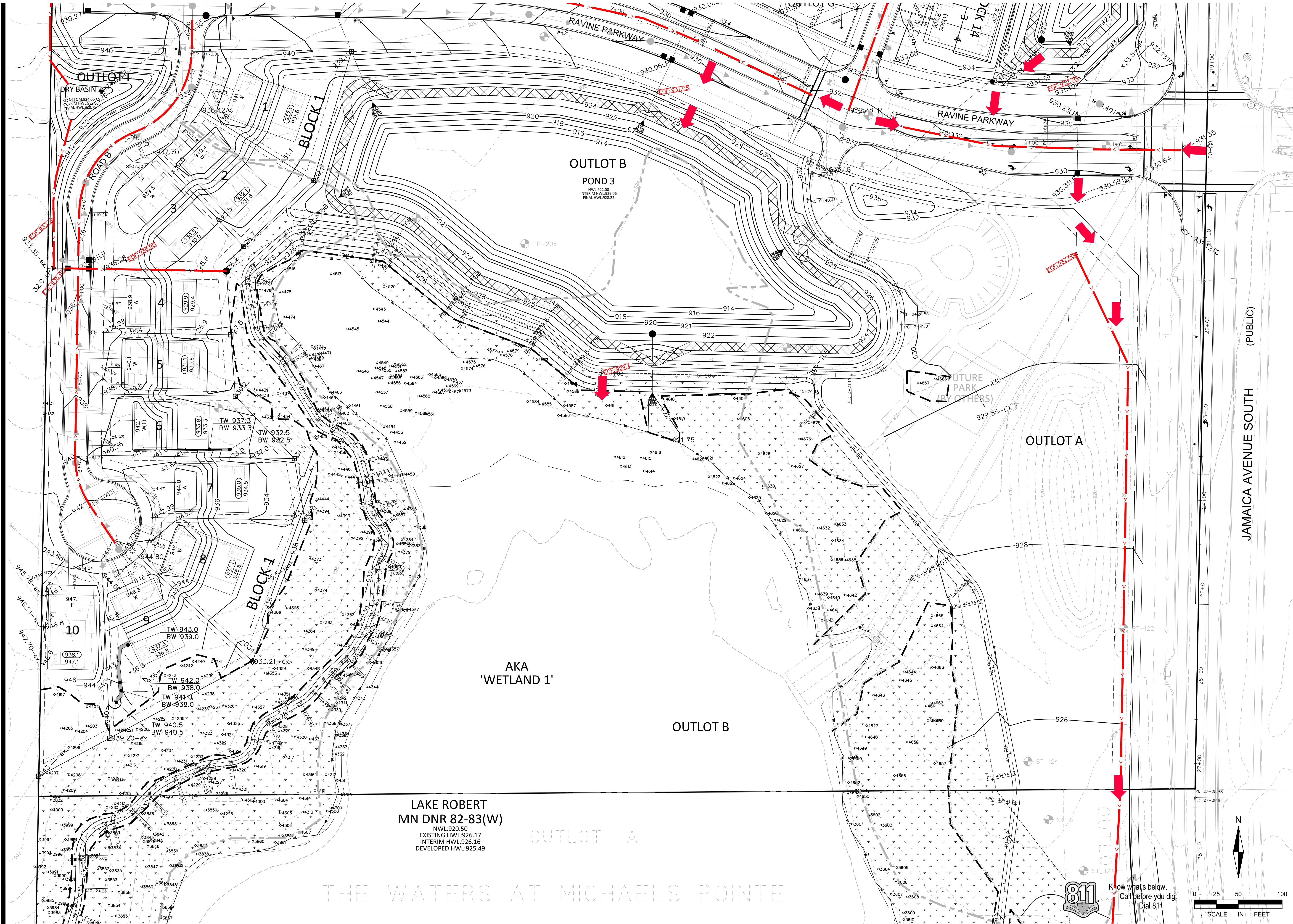
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

Know what's below
Call before you dig
Dial 811



22

Sheet 22 of 67



ALLIANT
www.alliant-inc.com

Pulte
HOMES

RACHEL
DEVELOPMENT

Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Grading And Drainage Plan - View C

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION
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.
By: 61868
Date: 61868 License no. 4000367-00

QA/QC CHECK
By: _____ Date: _____
By: _____ Date: _____

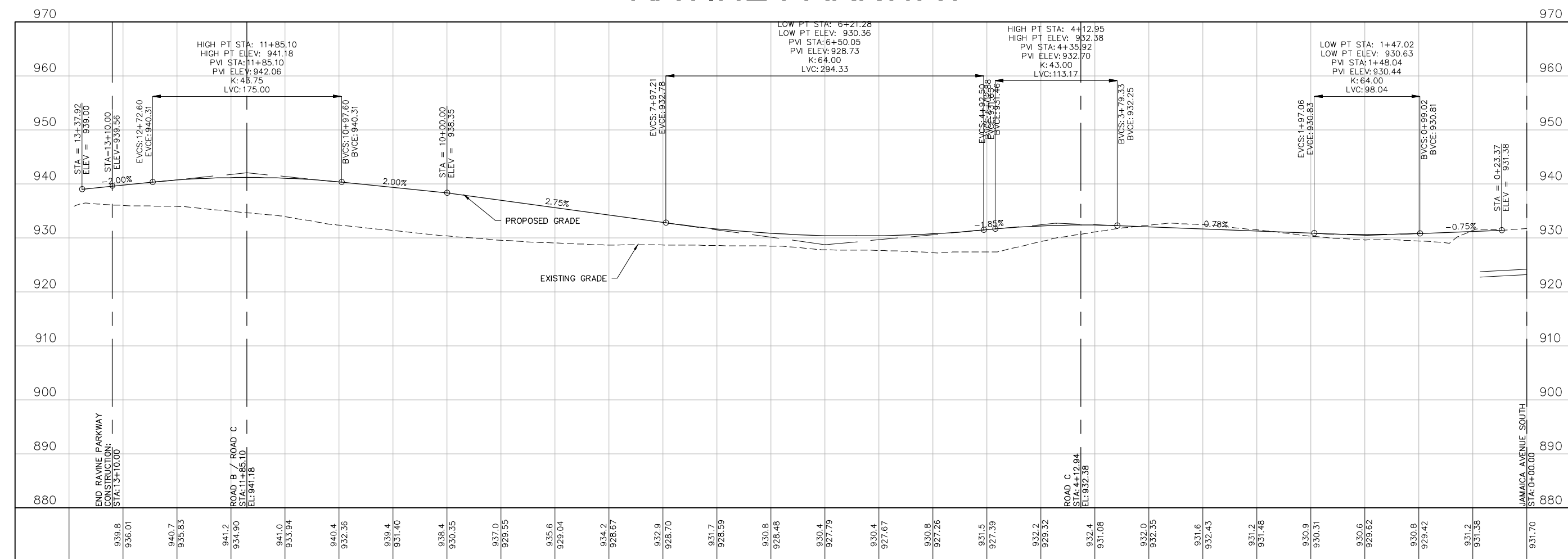
PROJECT TEAM DATA
Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

23

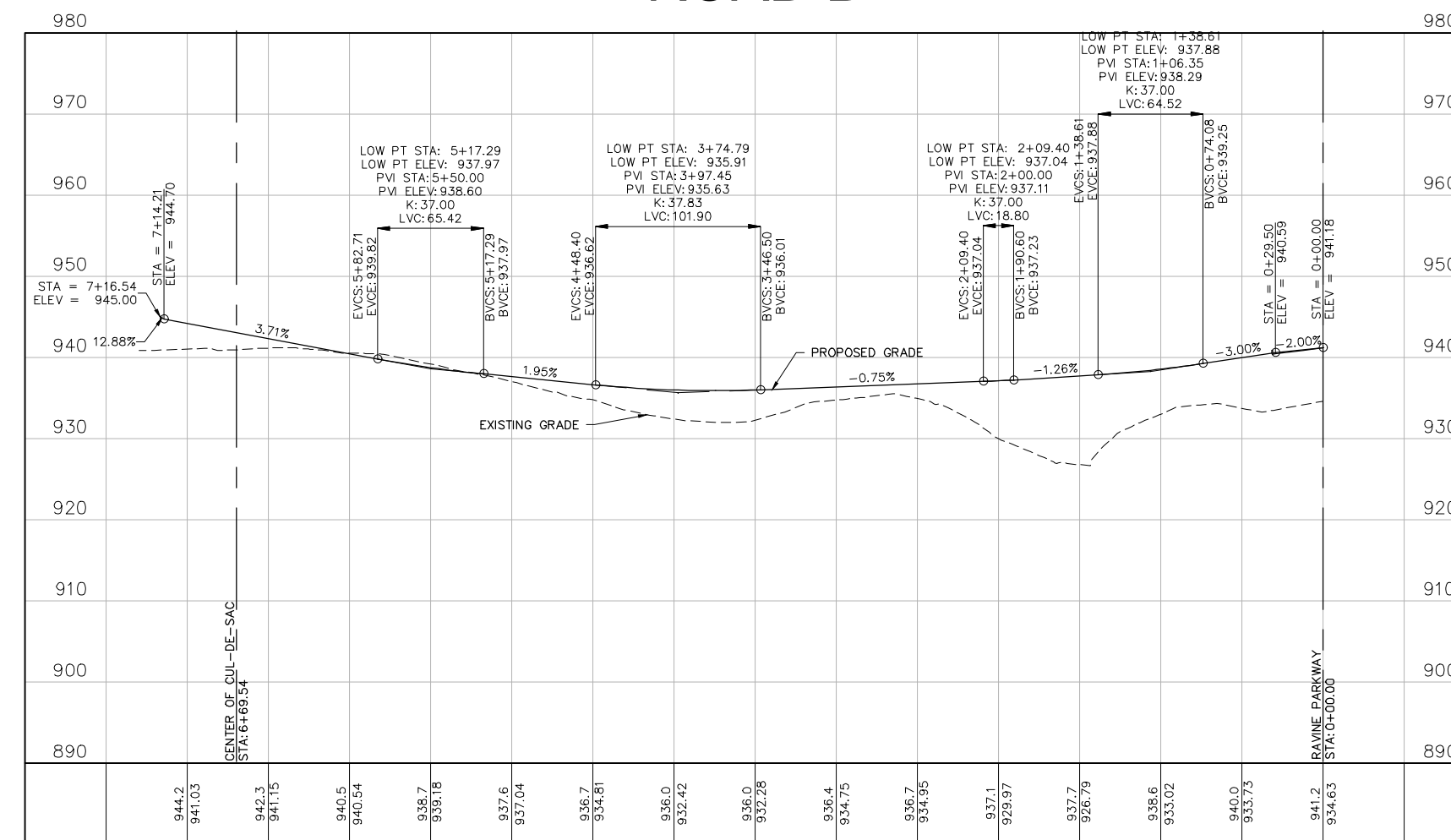
Sheet 23 of 67

File Location: K:\4000367-00\01\40 Design\01 Sheets - Phase 1\GRADING\NGS.dwg Printed By: Jacob Wisniewski on March 31, 2025 at 1:41 PM

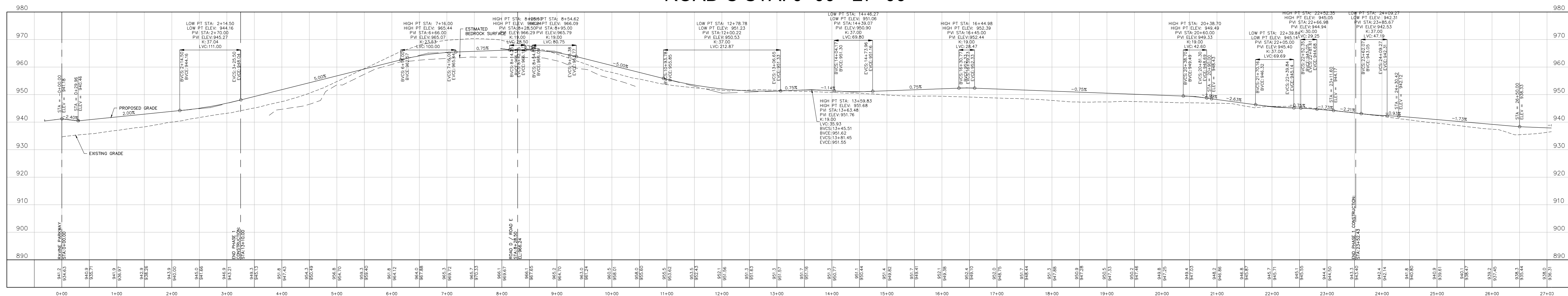
RAVINE PARKWAY



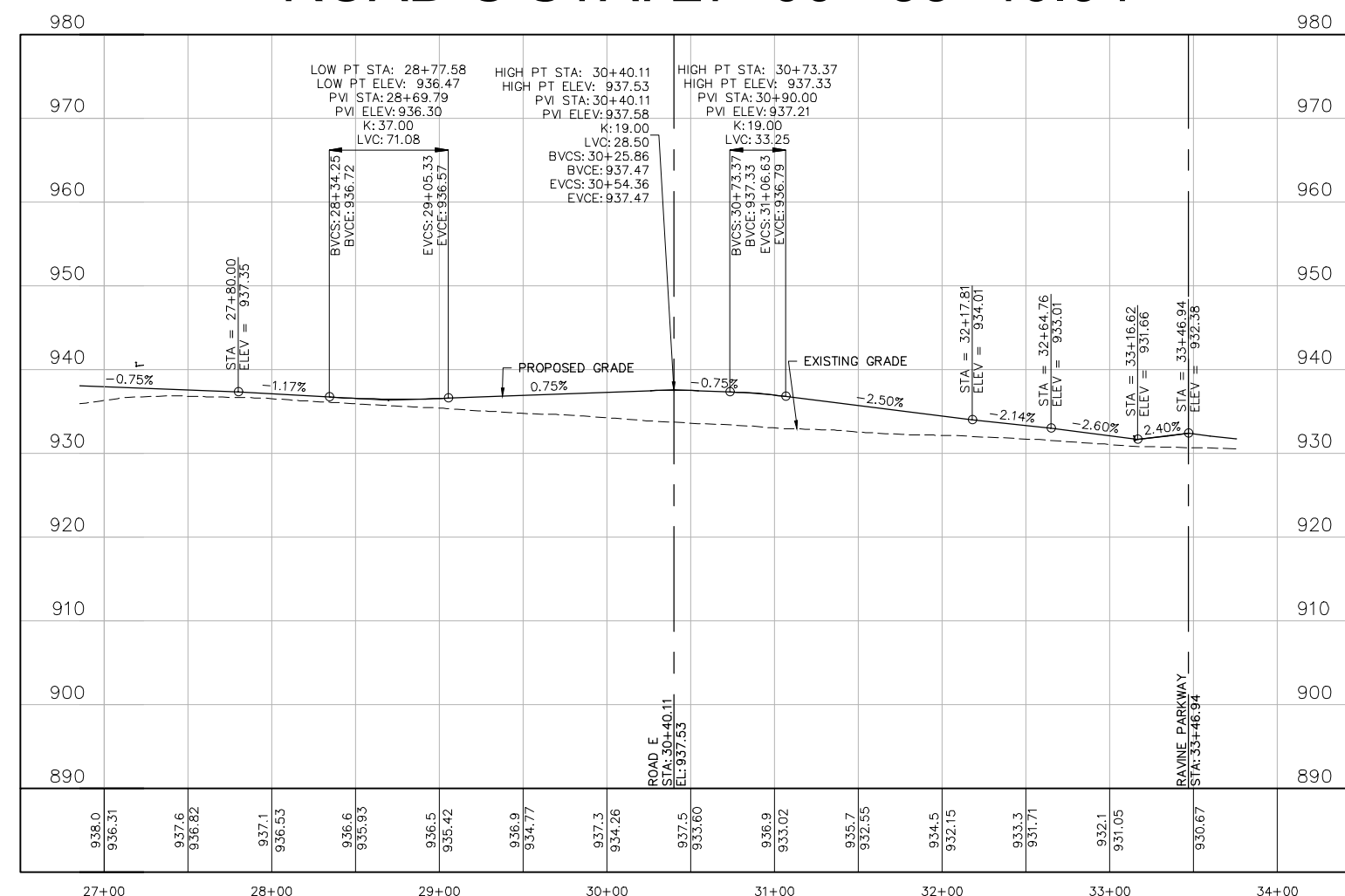
ROAD B



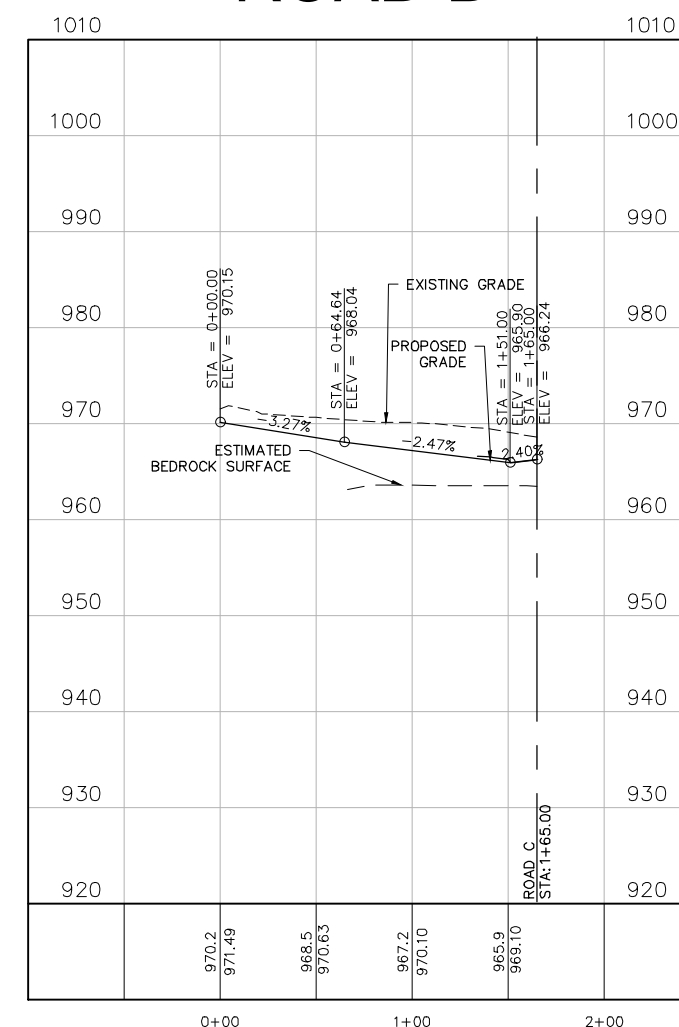
ROAD C STA: 0+00 - 27+00



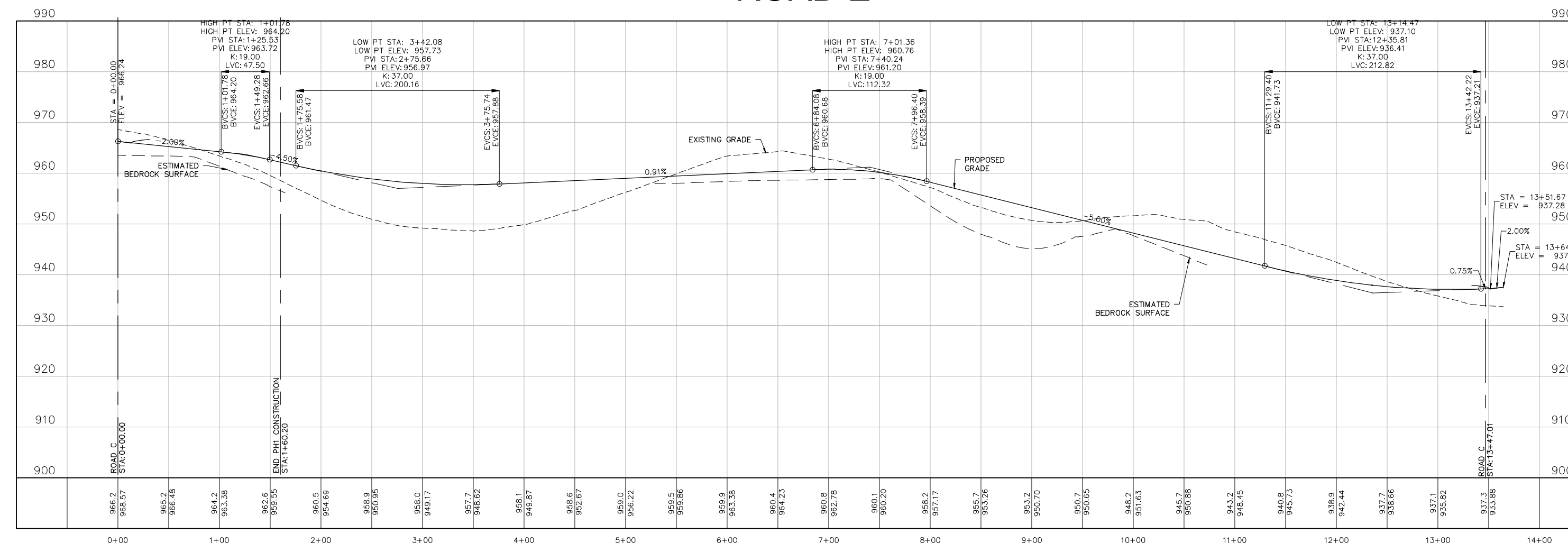
ROAD C STA: 27+00 - 33+46.94



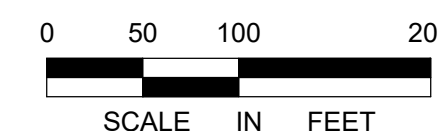
ROAD D



ROAD E



Know what's below.
Call before you dig.
Dial 811



25

Sheet 25 of 67

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Grading Profiles

[illegible]

CERTIFICATION

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
Civil Engineer under the laws of the
State of Minnesota.

FOR RE
PRELIMINARY
NOT FOR CONSTRUCTION

Be: 663201

61668

Date License no.

QA/QC CHECK

[illegible]

By _____ Date _____

PROJECT TEAM DATA

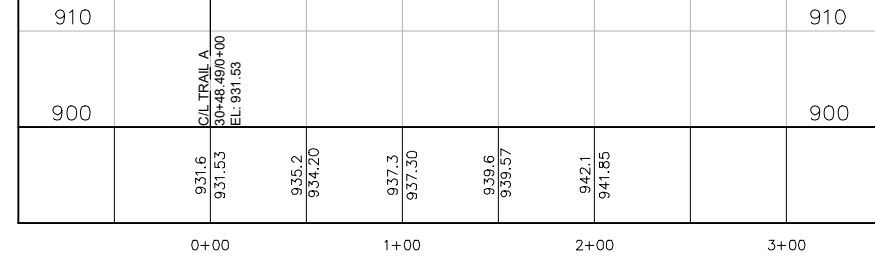
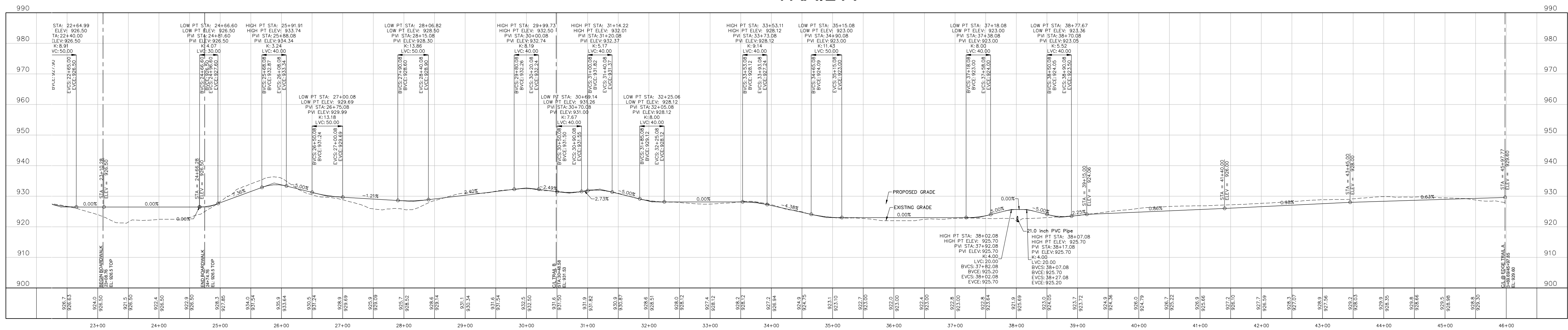
Designed By: BJP

Drafted By: ELL,JDW,TAS,BJP,TMA

Project No.: 4000367.00

Project No.: 4000387-00

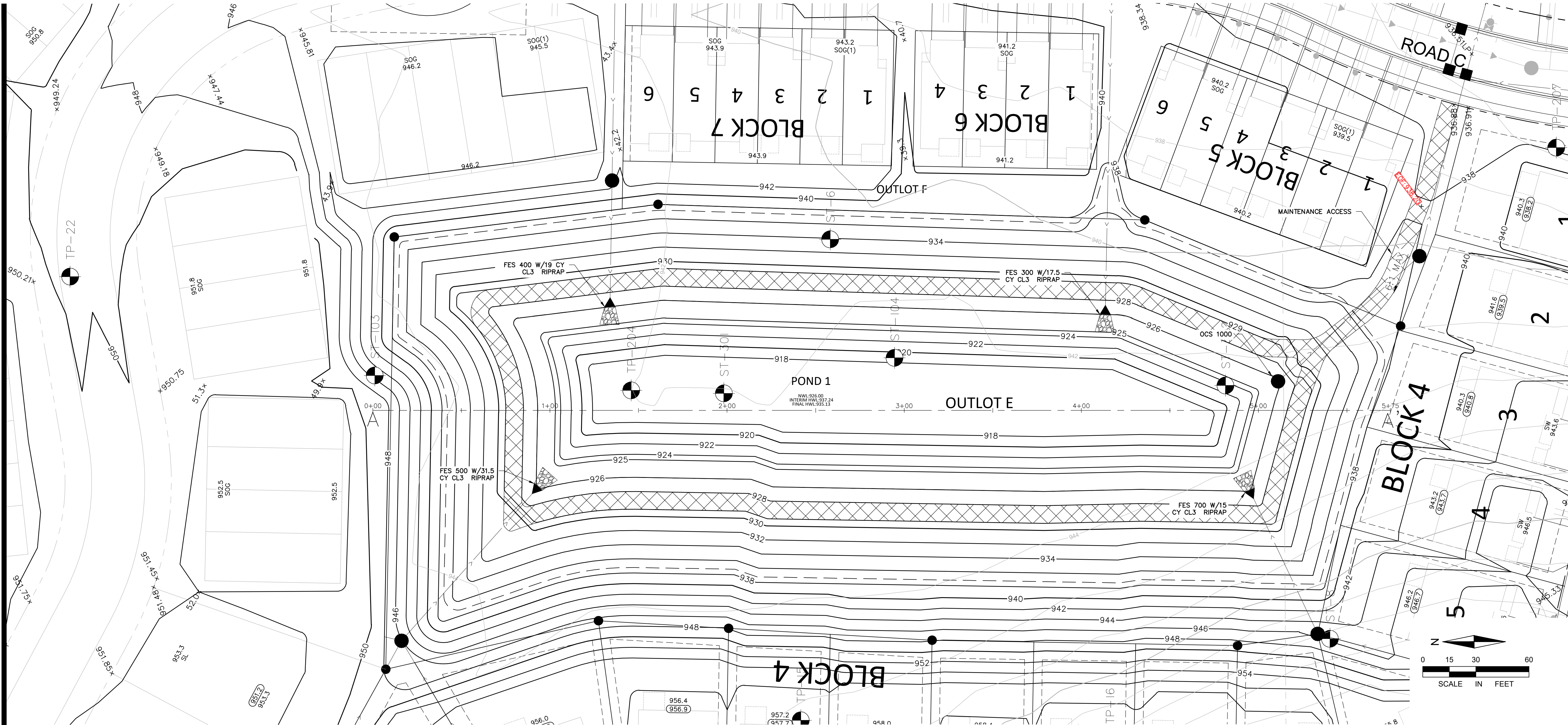
TRAIL A



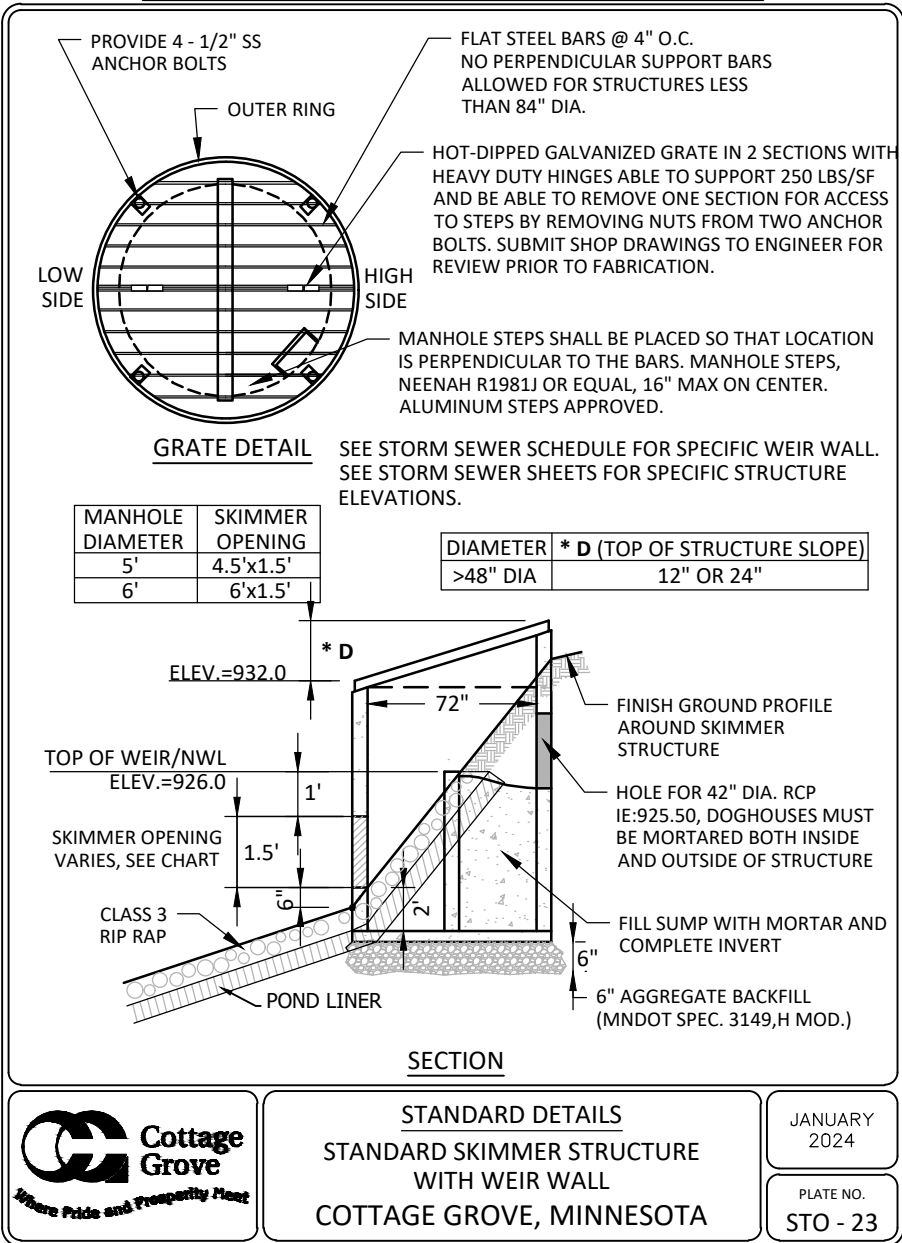
CERTIFICATION	
I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of _____	
Civil Engineering License No. _____	
DATE _____	
FOR REVIEW	
PRELIMINARY	
NOT FOR CONSTRUCTION	

By _____	61668
Date _____	License no. _____
QA/QC CHECK	

By _____	Date _____
PROJECT TEAM DATA	
Designed By: BJP	
Drafted By: ELL, JDW, TAA, BJP, TMA	
Project No.: 4000367-00	



POND 1 OCS (OCS 1000)

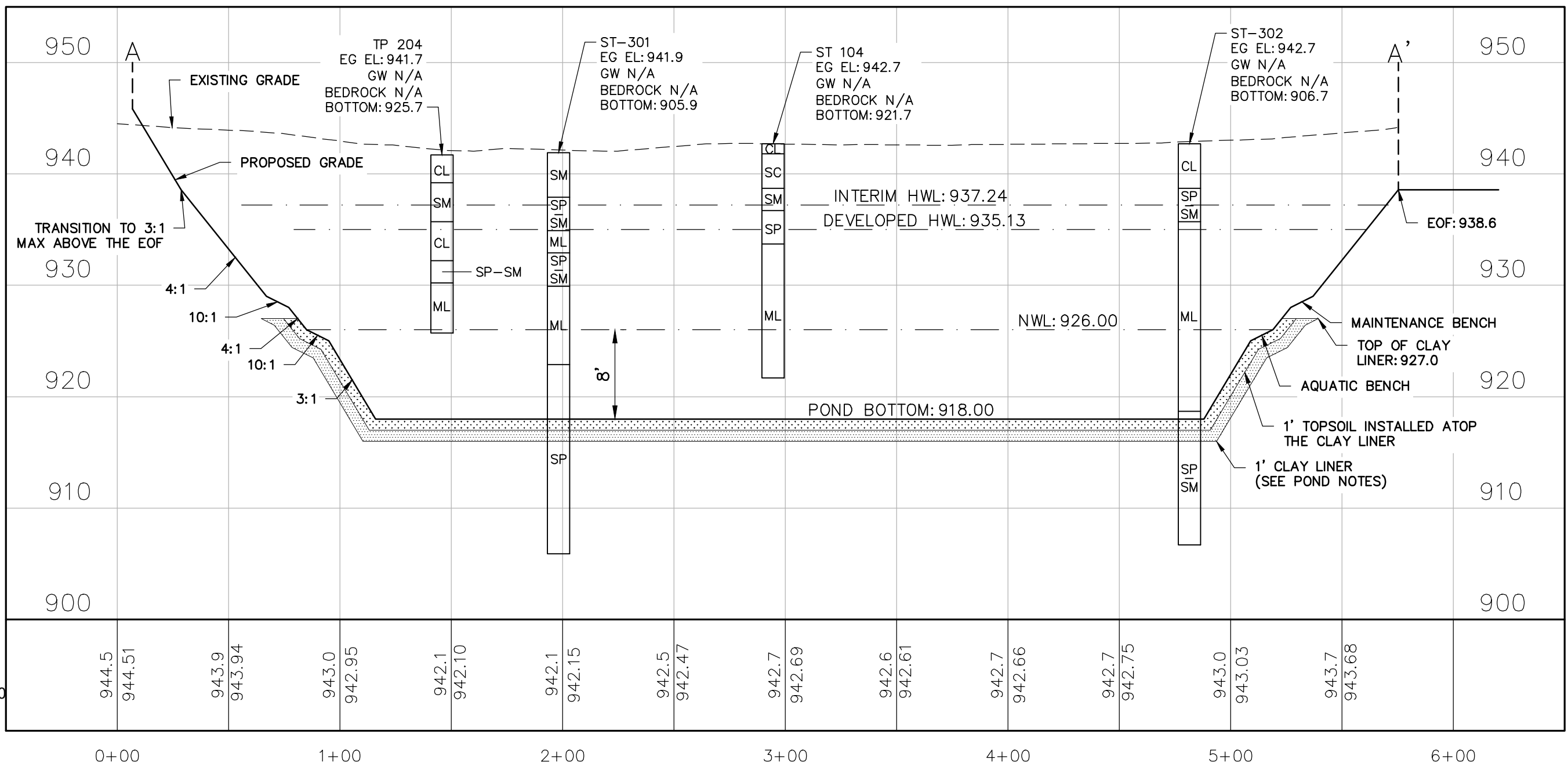


POND NOTES:

1. POND SHALL CONFORM TO CITY STANDARD DETAIL STO-15
2. 12" CLAY LINER SHALL BE INSTALLED AT BASE OF 24" SUBCUT WITH 12" OF COMMON FILL OR TOPSOIL PLACED ATOP CLAY LINER. TOP SOIL AND CLAY LINER TO BE INSTALLED FROM BOTTOM OF THE POND TO 1' ABOVE THE POND NWLL. THE LINER SHALL BE INSTALLED PER CITY OF COTTAGE GROVE STANDARDS FOR THICKNESS AND SPECIFICATION.
3. CLAY LINER SHALL HAVE A MAXIMUM PERMEABILITY OF 1x10⁻⁶ CM/S AND SHALL HAVE A PLASTICITY INDEX (PI) OF 20 OR LESS.
4. CONTRACTOR SHALL WORK WITH THE GEOTECHNICAL ENGINEER TO ASSURE CLAY LINER MATERIAL IS SATISFACTORILY IMPERMEABLE.

LEGEND:

- EASEMENT LINE
- LOT LINE
- ROW
- - - 789 - - - EXISTING CONTOUR
- 789 --- PROPOSED CONTOUR
- PROPOSED CATCH BASINS
- > PROPOSED STORM SEWER
- 10' MAINTENANCE ACCESS ROUTE
- ST-205 EXISTING SOIL BORING



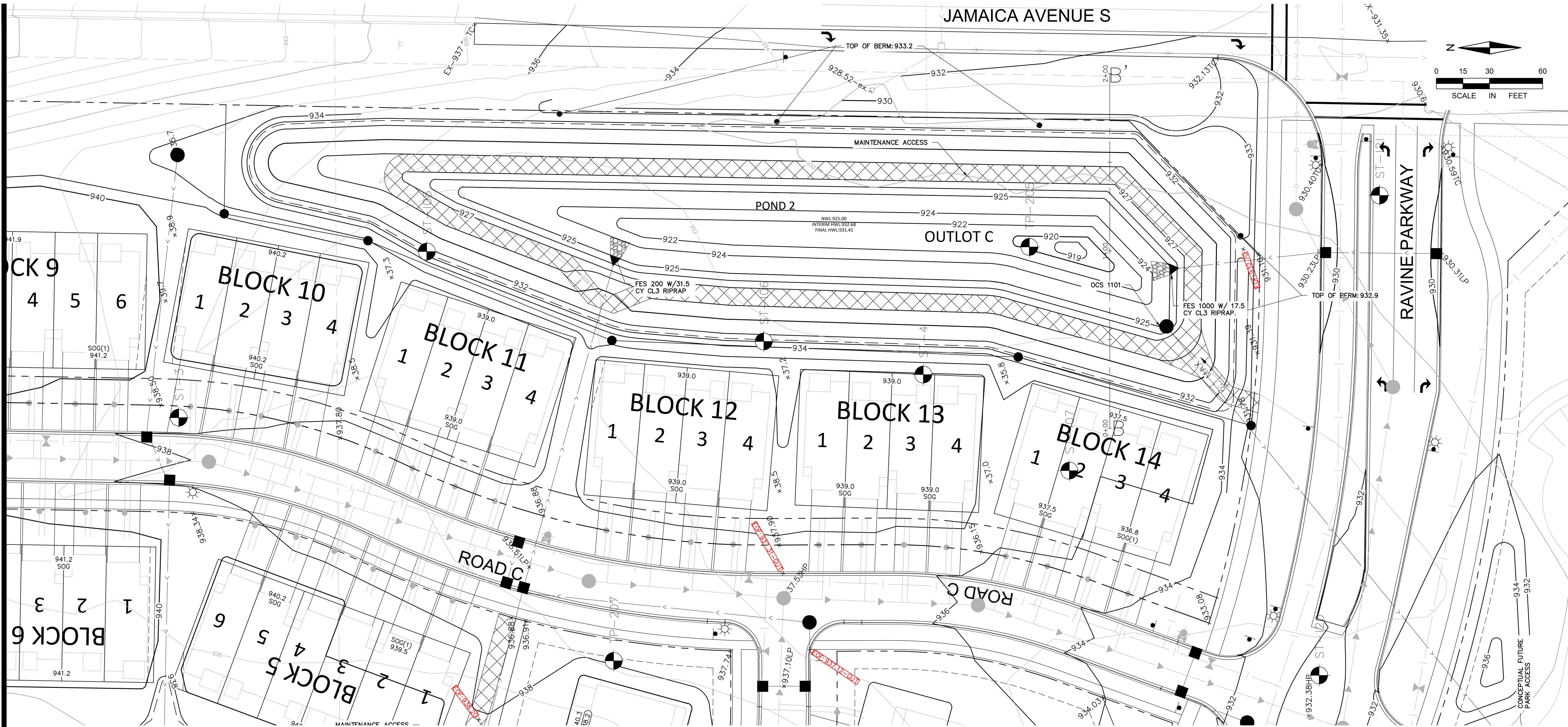
Lochridge

Cottage Grove, Minnesota

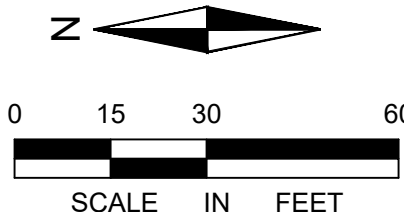
Final Plat - Phase 1

Pond Detail - Pond 1

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL
CERTIFICATION	
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 in the State of Minnesota.	
By:	69888
Date: _____	License no. _____
QA/QC CHECK	
By: _____	Date: _____
PROJECT TEAM DATA	
Designed By: BGP	
Drafted By: EBM/JBW, TAS, BJP, TMA	
Project No.: 4000367-00	



JAMAICA AVENUE S

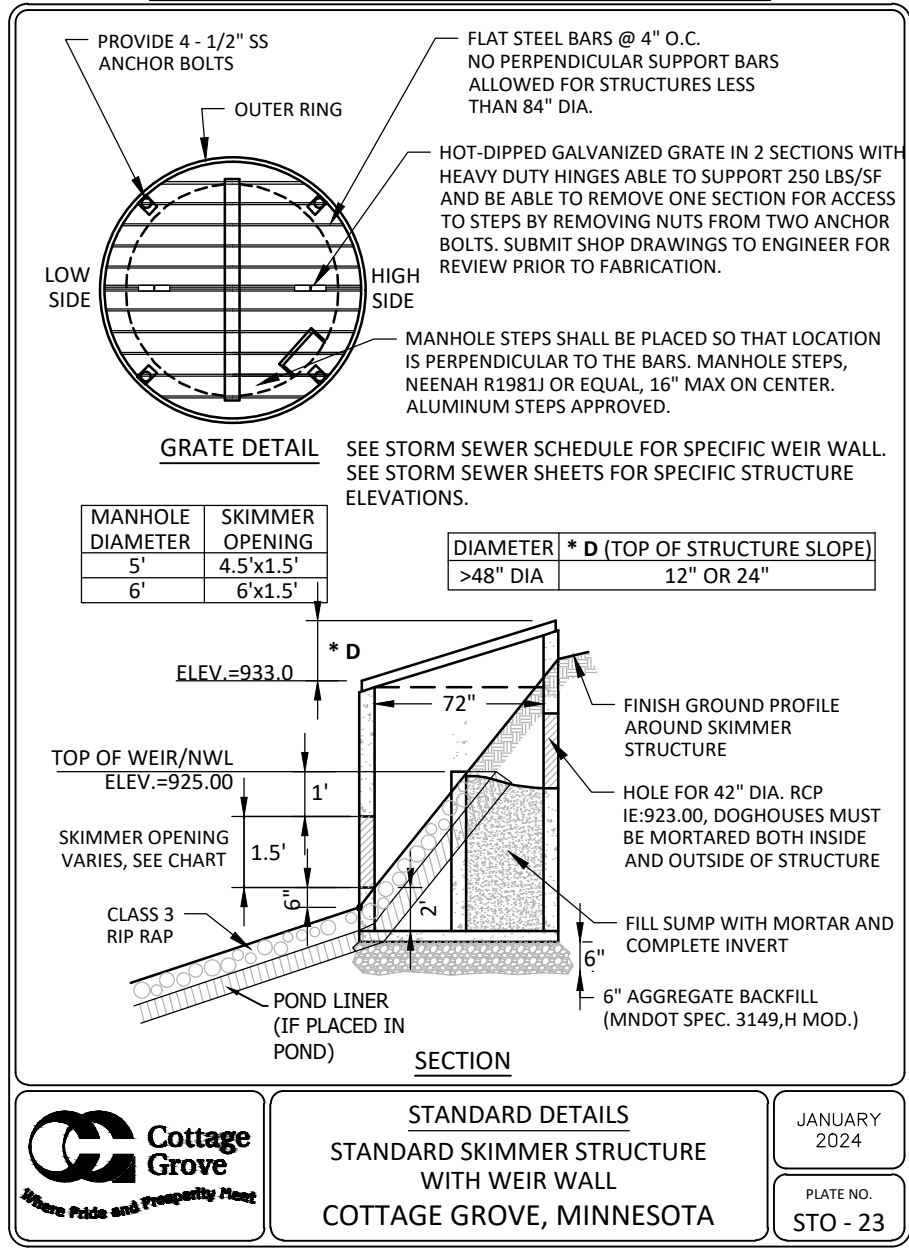


Lochridge
Cottage Grove, Minnesota
Final Plat - Phase 1
Pond Detail - Pond 2

DESCRIPTION	CITY SUBMITTAL
DATE	3-31-2025

CERTIFICATION
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 in the State of Minnesota.
Date: 3-31-2025 License no.: 69888
QA/QC CHECK
By: _____ Date: _____
PROJECT TEAM DATA
Designed By: BJP
Drafted By: EBM/JBW, TAS, BJP, TMA
Project No.: 4000367-00

POND 2 OCS (OCS 2000)

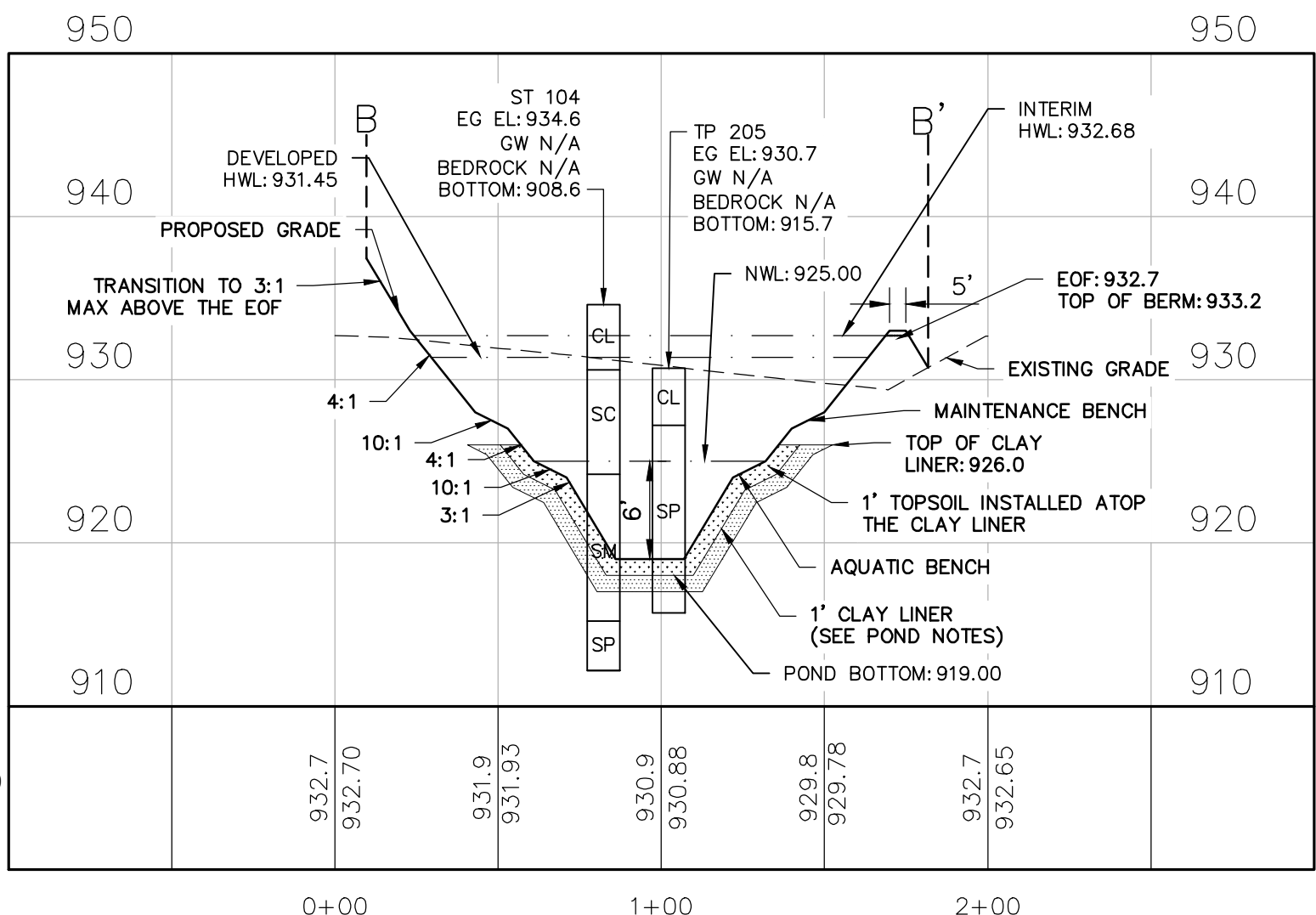
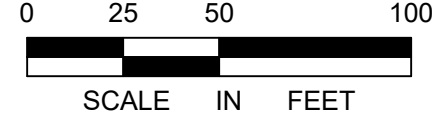


POND NOTES:

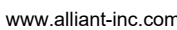
- POND SHALL CONFORM TO CITY STANDARD DETAIL STO-15
- 12" CLAY LINER SHALL BE INSTALLED AT BASE OF 24" SUBCUT WITH 12" OF COMMON FILL OR TOPSOIL PLACED ATOP CLAY LINER. TOP SOIL AND CLAY LINER TO BE INSTALLED FROM BOTTOM OF THE POND TO 1' ABOVE THE POND NWL. THE LINER SHALL BE INSTALLED PER CITY OF COTTAGE GROVE STANDARDS FOR THICKNESS AND SPECIFICATION.
- CLAY LINER SHALL HAVE A MAXIMUM PERMEABILITY OF 1×10^{-6} CM/S AND SHALL HAVE A PLASTICITY INDEX (PI) OF 20 OR LESS.
- CONTRACTOR SHALL WORK WITH THE GEOTECHNICAL ENGINEER TO ASSURE CLAY LINER MATERIAL IS SATISFACTORILY IMPERMEABLE.

LEGEND:

- EASEMENT LINE
- LOT LINE
- ROW
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- 10' MAINTENANCE ACCESS ROUTE
- ST-205 EXISTING SOIL BORING



Know what's below.
Call before you dig.
Dial 811

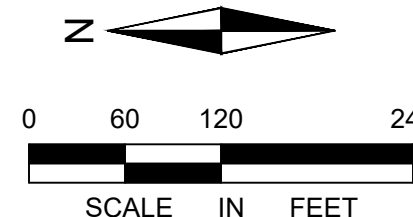


Cottage Grove, Minnesota

File Location: X:\40003672-50\001140 Design\01 Steels - Phase 1\FERROSION CONTROL.dwg Plotted By: Jacob Wrobleski on March 31, 2011 11:03:51 AM

CERTIFICATION	
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 Civil Engineer under the laws of the State of Minnesota.	
By _____	61668
Date _____	License no. _____
QA/QC CHECK	
_____ By	_____ Date
PROJECT TEAM DATA	
Designed by: BJP	
Drafted By: ELL, JDW, TSA, BJP, TMA	
Project no:	4000367-00

Sheet 30 of 67



1. NO LAND DISTURBING ACTIVITY SHALL OCCUR UNTIL A GRADING PERMIT HAS BEEN ISSUED FROM THE CITY OF COTTAGE GROVE AND THE WATERSHED DISTRICT. UNLESS EXPRESSLY EXTENDED BY A PERMIT, THE HOURS OF OPERATION SHALL BE LIMITED TO 7:00 AM TO 7:00 PM MONDAY-FRIDAY AND 9:00AM TO 7:00 PM SATURDAY.

3. BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
4. ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.
5. ALL WORK AND MATERIALS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS. ANY DEVIATION FROM THE APPROVED PLANS SHALL REQUIRE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
6. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
7. THE BOUNDARIES OF THE LAND DISTURBANCE LIMITS SHOWN ON THE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. NO DISTURBANCE BEYOND THE DISTURBED LIMITS.
8. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
9. ESTABLISH A PERMANENT VEGETATIVE COVER ON ALL EXPOSED SOILS WHERE LAND IS COMING OUT OF AGRICULTURAL PRODUCTION. PLANT AS SOON AS POSSIBLE TO ESTABLISH DENSE GRASS FILTER PRIOR TO CONSTRUCTION AND TO MINIMIZE WEED GROWTH.
10. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
11. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES AND THEY SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
12. SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT WETLANDS, WATERCOURSES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORMWATER RUNOFF.
13. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS. AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
14. THE BMP'S SHALL BE INSPECTED DAILY BY THE PERMITTEE/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. SILT FENCES CLEANED OR REPLACED AT SEDIMENT BUILDUP OF 1/2 OF THE FENCE HEIGHT.
15. LAND DISTURBING ACTIVITIES SHALL OCCUR IN INCREMENTS OF WORKABLE SIZE SUCH THAT ADEQUATE BMP CONTROL CAN BE PROVIDED THROUGHOUT ALL PHASES OF CONSTRUCTION. THE SMALLEST PRACTICAL AREA SHALL BE EXPOSED OR OTHERWISE DISTURBED AT ANY ONE TIME.
16. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE, DO NOT BACK-BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
17. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION WITHIN 7 DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED LONGER THAN 7 DAYS. PERMANENT SEED AND MULCH OR SOD IS REQUIRED WITHIN 3 DAYS OF COMPLETION OF FINAL GRADING.
18. GENERAL TEMPORARY SEED SHALL BE MNDOT MIX 190 @ 100 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MNDOT MIX 270 @ 120 LBS. PER ACRE OR APPROVED EQUAL. (PLANTING DATES PER SPEC 2575) MULCH SHALL BE MNDOT TYPE 1 (CLEAN OTT STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 80-80-80 NPK PER ACRE (UNLESS P RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.
19. POND, BASIN AND WETLAND AREAS SHALL BE SEEDDED IN ACCORDANCE WITH LANDSCAPE PLAN.
20. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
21. AN ALTERNATE EROSION & SEDIMENT CONTROL PLAN SHALL BE REQUIRED FOR LAND DISTURBANCES ON EACH LOT AS PART OF ANY FUTURE BUILDING PERMIT FOR THE CONSTRUCTION OF STRUCTURES AND DRIVEWAYS.
22. ALL EROSION AND SEDIMENT CONTROL ITEMS MUST BE IN COMPLIANCE WITH MPCA CSW PERMIT (MN R100001)

1. INSPECT SILT FENCES IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING SILT FENCE.
2. REPLACEMENT - FABRIC SHALL BE REPLACED PROMPTLY WHEN IT DECOMPOSES OR BECOMES INEFFECTIVE BEFORE THE BARRIER IS NO LONGER NECESSARY.
3. SEDIMENT REMOVAL - SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER. ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH EXISTING GRADE. PREPARED, AND SEEDDED WITH THE APPROPRIATE SEED MIX, OR SODDED AS DIRECTED BY THE ENGINEER.
4. REMOVAL OF SILT FENCE - SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPING AREA HAS BEEN PERMANENTLY STABILIZED. IF THE UPWARD SLOPING AREA IS TO BE EXPOSED LONGER THAN SIX (6) MONTHS, THAT AREA SHALL BE COVERED WITH TEMPORARY VEGETATION WHEN FIRST EXPOSED.
5. THE CONTRACTOR MUST ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
6. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
 - 6.1. DATE AND TIME OF INSPECTIONS;
 - 6.2. NAME OF PERSON(S) CONDUCTING INSPECTIONS;
 - 6.3. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
 - 6.4. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES.)
 - 6.5. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2 (0.5 INCHES) IN 24 HOURS;
 - 6.6. DOCUMENTS OF CHANGES MADE TO THE SWPPP AS REQUIRED IN PART III.4.4.
7. WHERE PARTS OF THE CONSTRUCTION SITE HAVE UNDERGONE FINAL STABILIZATION, BUT WORK REMAINS ON OTHER PARTS OF SITE, INSPECTIONS OF THE STABILIZED AREAS MAY BE REDUCED TO ONCE PER MONTH. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE REQUIRED INSPECTIONS AND MAINTENANCE MUST TAKE PLACE AS SOON AS RUNOFF OCCURS AT THE SITE OR PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. INSTALL THE PRE-GRADING SILT FENCES AND INLET PROTECTION BMPs ON THE SITE.
4. CONSTRUCT ALL PRE-GRADING EROSION AND SEDIMENTATION CONTROL BMPs.
5. COMPLETE MASS GRADING AND INSTALL TEMPORARY AND PERMANENT SEEDING AND PLANTING
6. CONSTRUCT POST-GRADING SILT FENCE ON THE SITE.

1. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
2. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
3. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
4. PREPARE SITE FOR PAVING.
5. PAVE SITE.
6. INSTALL INLET PROTECTION DEVICES.
7. INSTALL POST STREET AND UTILITY SILT FENCE.
8. INSTALL PRIVATE UTILITIES
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ON IF REQUIRED BY THE CONTRACT.

SINGLE FAMILY LOTS = 50% MAX. PER LOT
ATTACHED DWELLINGS = 40% OF TOTAL AREA

1. PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS SHALL BE INSTALLED AS SHOWN TO INTERCEPT RUNOFF.
2. ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.
3. SUFFICIENT TOPSOIL SHALL BE STOCKPILED AND PRESERVED TO ALLOW FOR THE REPLACEMENT OF 6" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED. COMPACTION MUST BE MINIMIZED DURING CONSTRUCTION ACTIVITY.
4. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED (MIX DOT X1190 @ 100#/AC AND MULCHED OR SODDED WITH SEVEN (7) DAYS OF BEING DISTURBED.
5. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL REQUIRED BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.

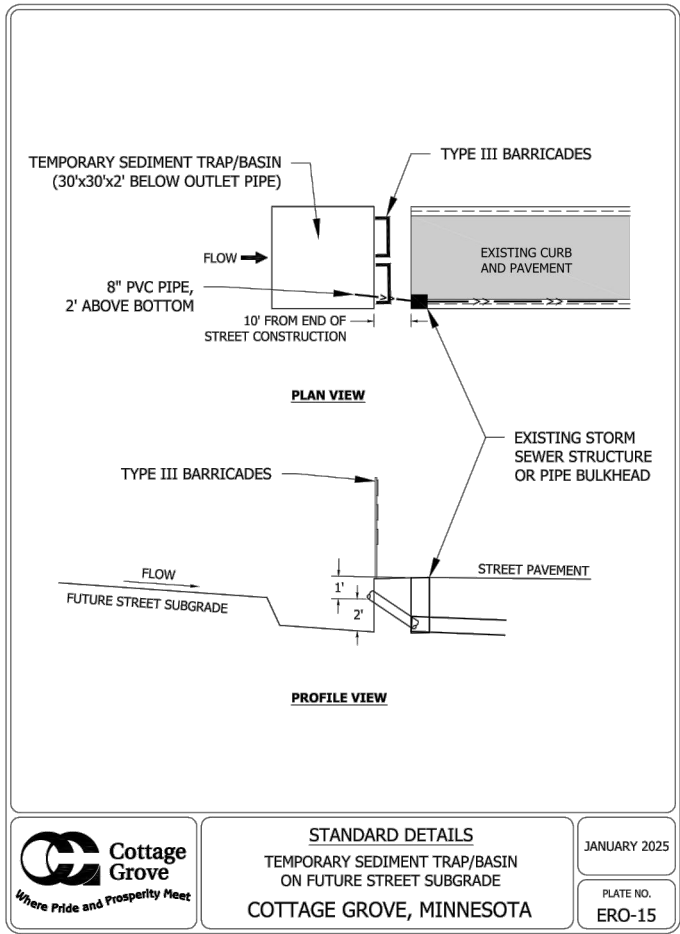
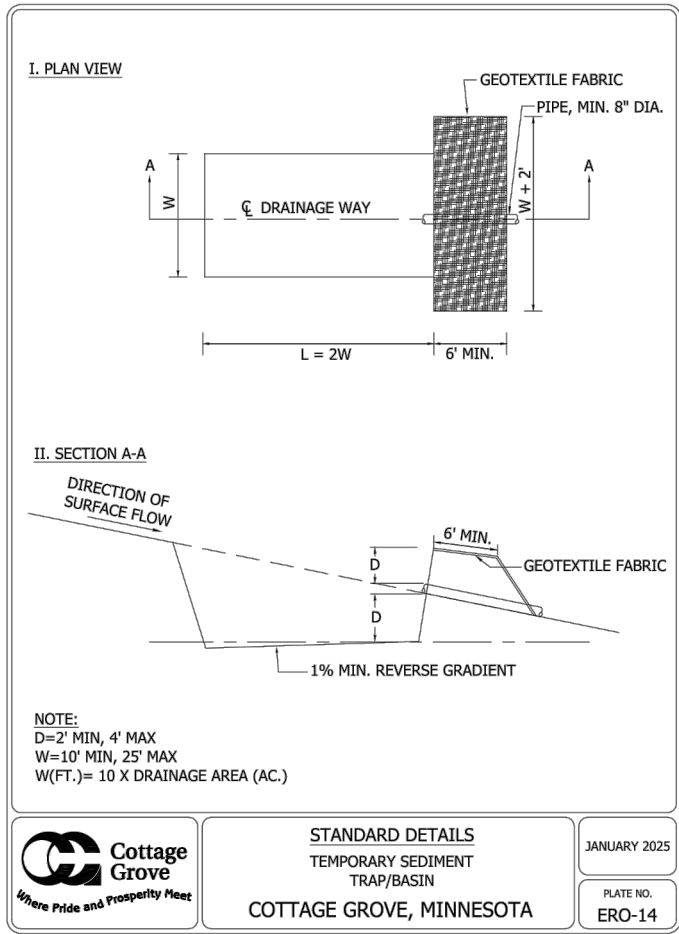
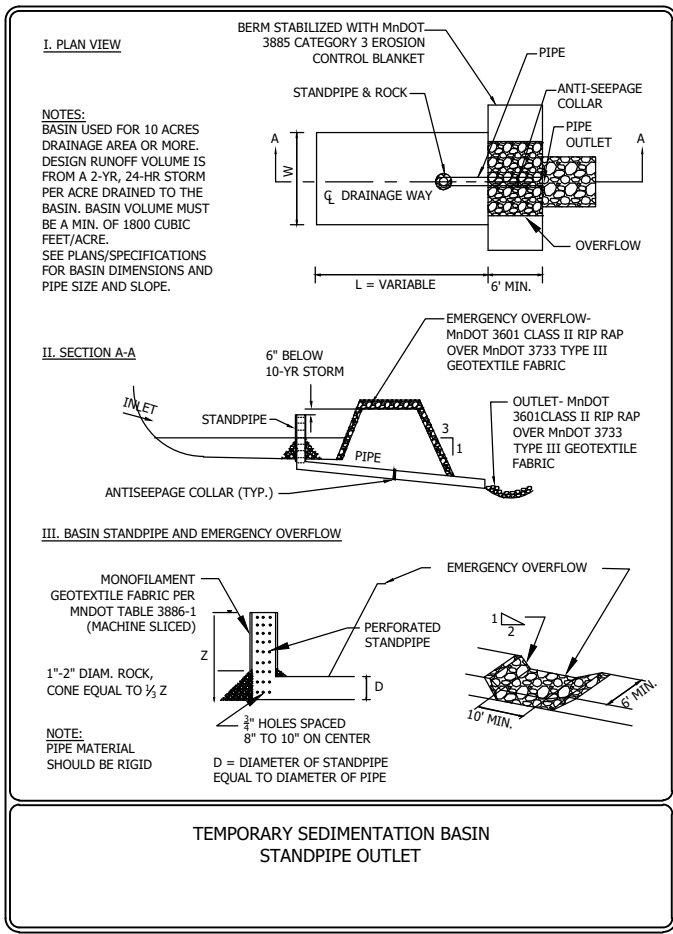
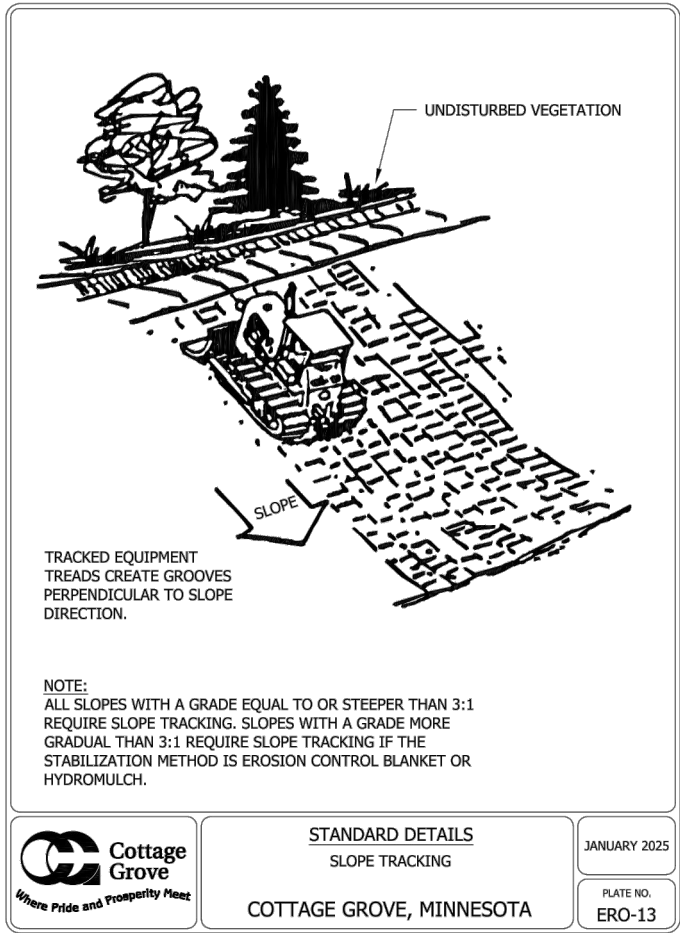
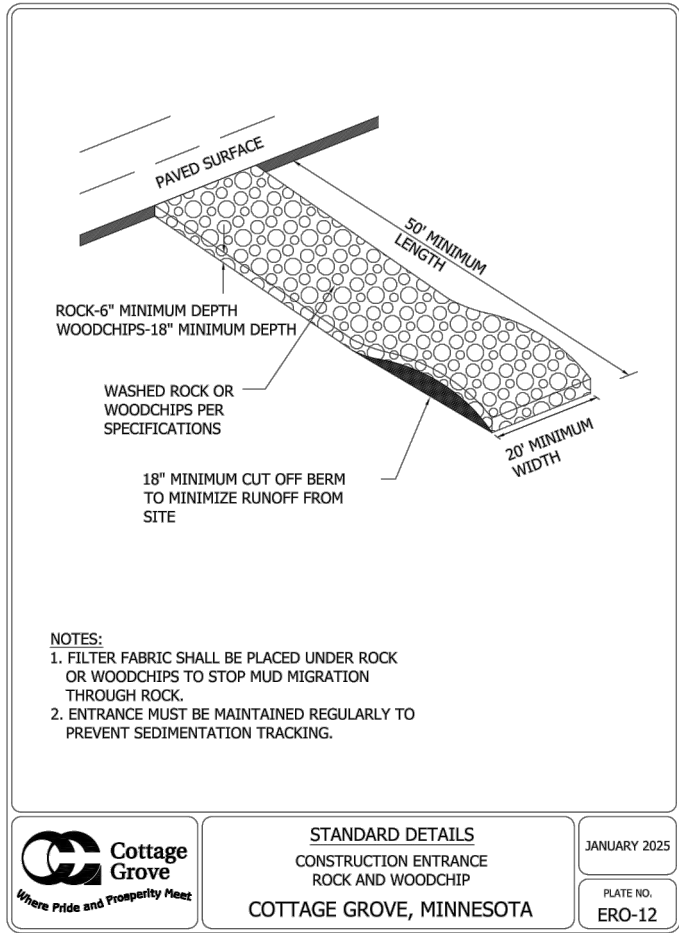
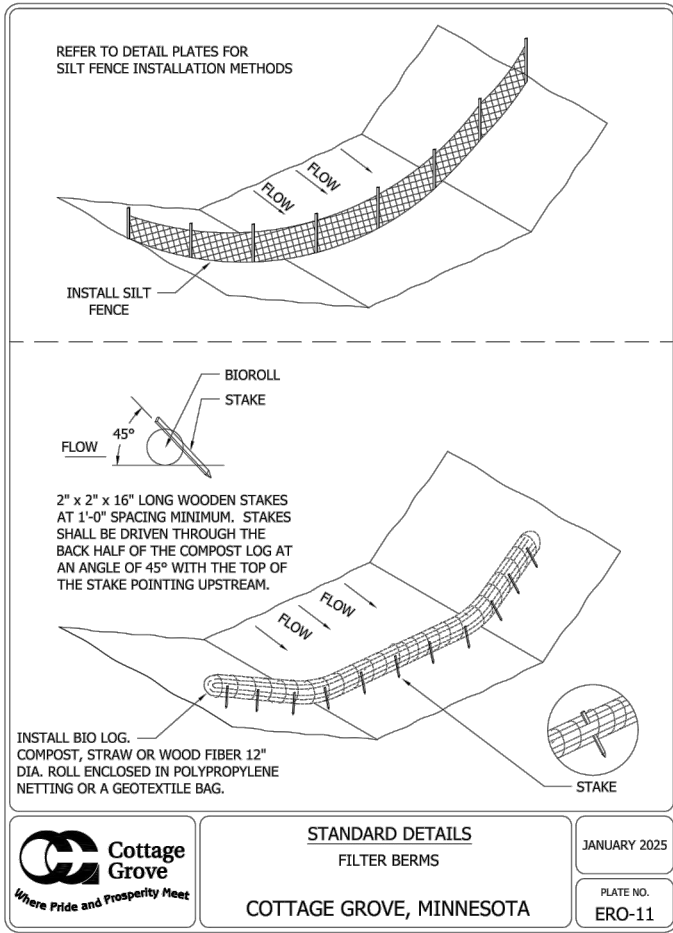
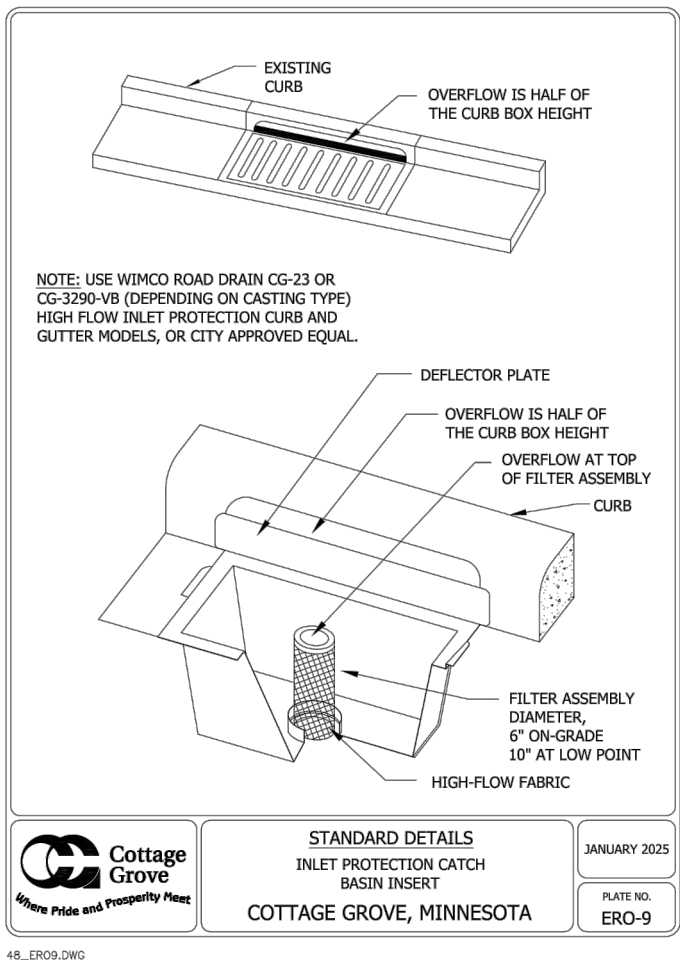
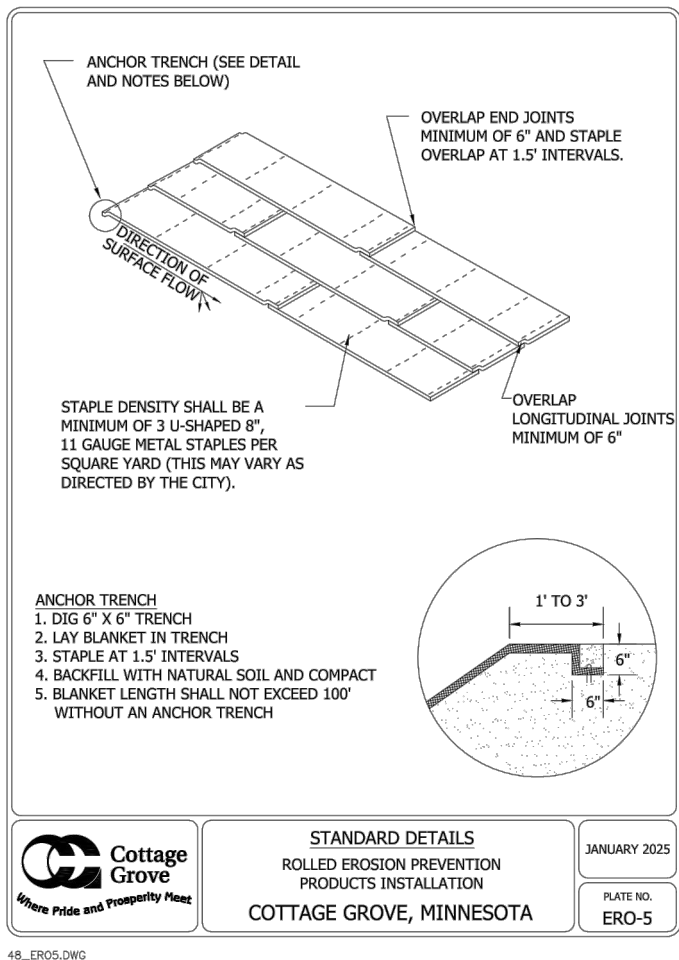
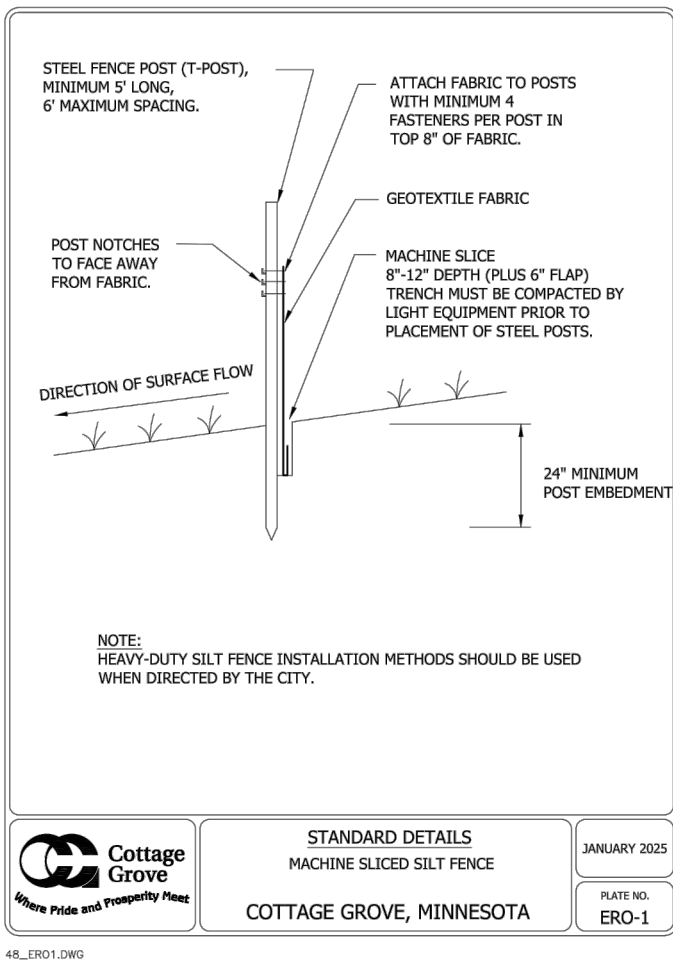
1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.
2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADAGE PERMITTERS BEFORE ANY UPGRADE/LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
3. THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT-TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE, AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPs DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.
5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCES OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES.
6. SITE CONSTRUCTION ENTRANCES WILL BE AS SHOWN ON THE PLAN. ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT EACH ENTRANCE.
7. STREET SWEEPING SHALL BE USED IN ADDITION TO ROCK CONSTRUCTION ENTRANCES IF ROCK CONSTRUCTION ENTRANCE ALONE IS NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.

1. SWPPP AMENDMENTS SHALL BE MADE ACCORDING TO THE CONSTRUCTION STORMWATER PERMIT.
2. PERMITS MUST AMEND THE SWPPP WITHIN 7 DAYS TO INCLUDE ADDITIONAL OR MODIFIED BMPs WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER, OR SEASONAL CONDITION HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITS MUST AMEND THE SWPPP WITHIN 7 DAYS TO INCLUDE ADDITIONAL OR MODIFIED BMPs WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF USEPA APPROVED TMDL.

ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSION CONDITIONS AND;

- A. ALL DRAINAGE DITCHES, CONSTRUCTED TO DRAIN WATER FROM THE SITE AFTER CONSTRUCTION IS COMPLETE, MUST BE STABILIZED TO PRECLUDE EROSION;
- B. ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMPs (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION; AND
- C. THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.

1. SOLID WASTE: COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
2. HAZARDOUS MATERIAL: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
3. CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF.
4. NO ENGINE DEGRADING IS ALLOWED ON SITE.
5. STREET SWEEPING IS REQUIRED A MINIMUM OF 1 x PER WEEK OR AS DIRECTED BY CITY ENGINEER.



ACTIVE SWPPP LEGEND													
CONSTRUCTION SEQUENCE	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
MULCH BERM													
FIBER ROLLS / MULCH SOCKS													
SILT FENCE													
TEMPORARY MULCH COVER													
TEMPORARY HYDROMULCH													
EROSION CONTROL BLANKET													
ROCK DRIVEWAY / ROCK PADS													
INLET PROTECTION DEVICES													
PAVEMENT (DRIVEWAY/ROADS)													
SOD													
STOCKPILES													

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

1. SILT FENCE (MnDOT 3886)
2. CURB LOG
3. ROCK WEEPER

1. WIMCO (MnDOT TYPE A & C)
2. INFRASAFE STORM DRAIN/CULVERT
3. SILT SACK (MnDOT TYPE A)
4. DANDY BAG (MnDOT TYPE B)

1. 2" CRUSHED CLEAR ROCK (LAND DEVELOPMENT)

1. MnDOT-100
(OATS 20-120 DAY STABILIZATION)
2. MnDOT-150 (1-2 YEAR STABILIZATION)

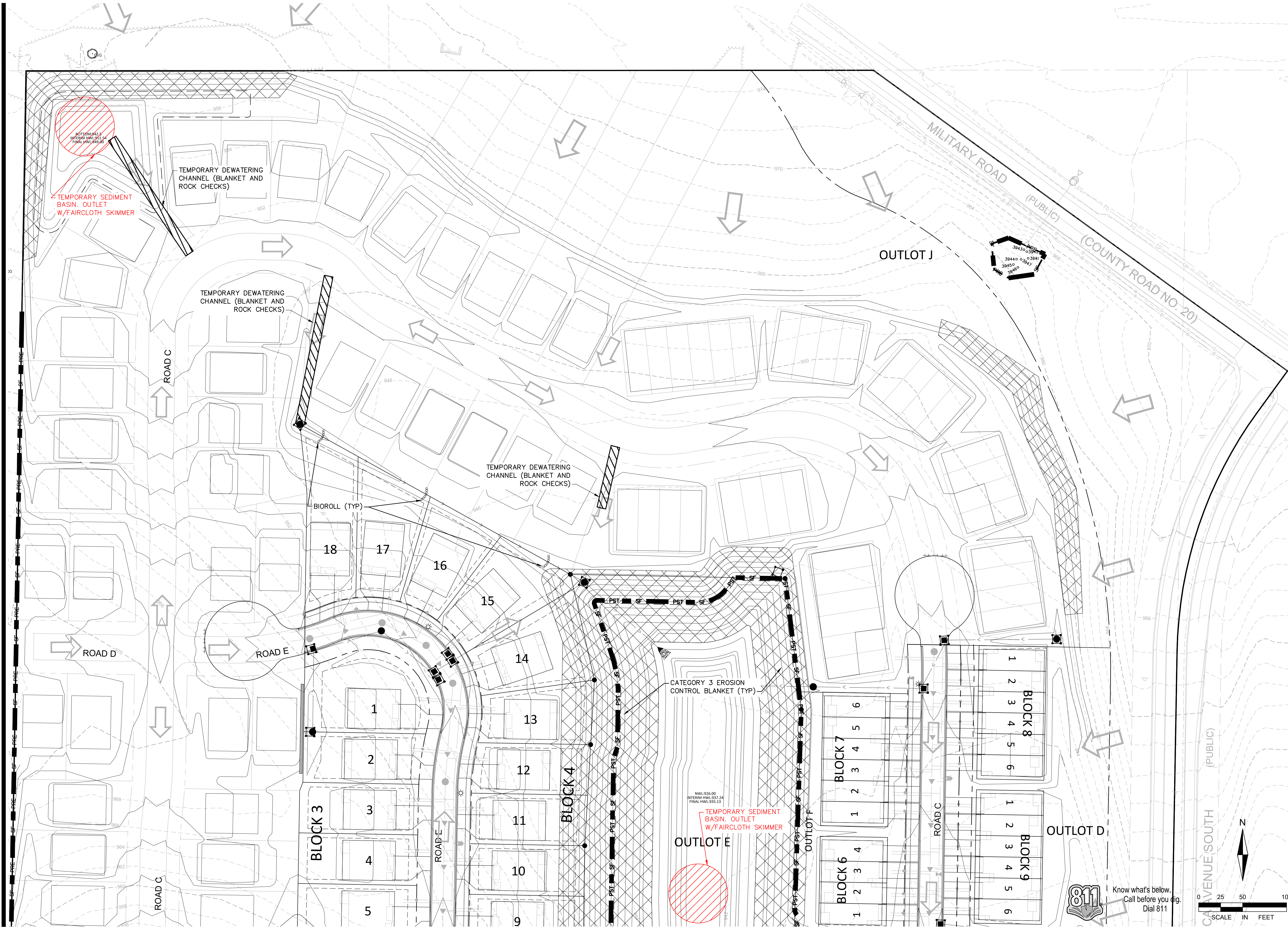
1. MnDOT 270 (RESIDENTIAL TURF)
2. SOD

STABILIZATION BMP'S

1. STRAW/HAY
MnDOT TYPE 1 MULCH
2. EROSION CONTROL BLANKET
MnDOT CAT. 3
3. HYDROMULCH
MnDOT TYPE 5
4. TURF REINFORCEMENT MAT
SC250 NORTH AMERICAN GREEN
OR EQUAL-MNDOT CAT 6

1. CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR.

Know what's below.
Call before you dig
Dial 811





ALLIANT
www.alliant-inc.com



Pulte HOMES



RACHEL DEVELOPMENT

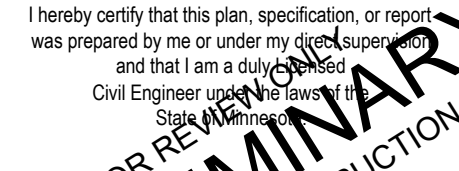
Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Erosion & Sediment Control
Plan - View A

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

By:  Date: 6/16/25 License no. 61668

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

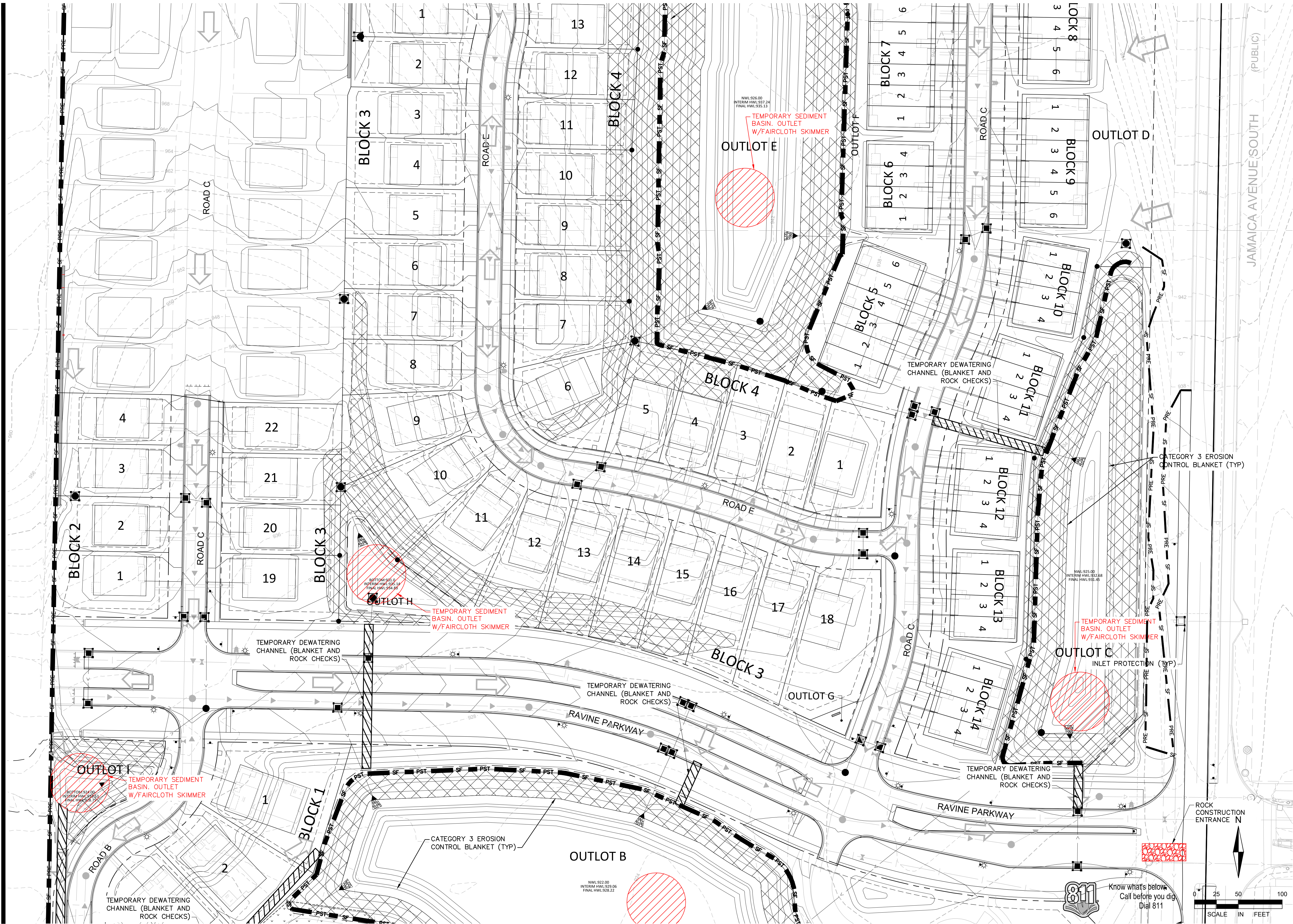
Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

811 Know what's below. Call before you dig. Dial 811

32

Sheet 32 of 67

File Location: X:\400367-00\01\MO Design\01 Sheets - Phase 1\EROSION CONTROL.dwg Plotted By: Jacob Wolski on 6/16/25 11:04:29 AM





ALLIANT
www.alliant-inc.com



Pulte
HOMES



RACHEL
DEVELOPMENT

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

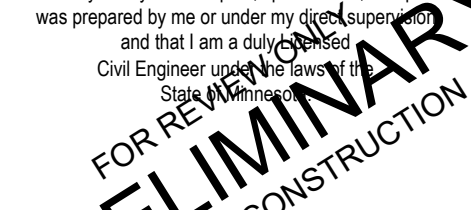
Erosion & Sediment Control

Plan - View B

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

By:  Jacob Wiedersheim
Date: 6/16/68 License No.: 4000367-00

QA/QC CHECK

By: _____ Date: _____

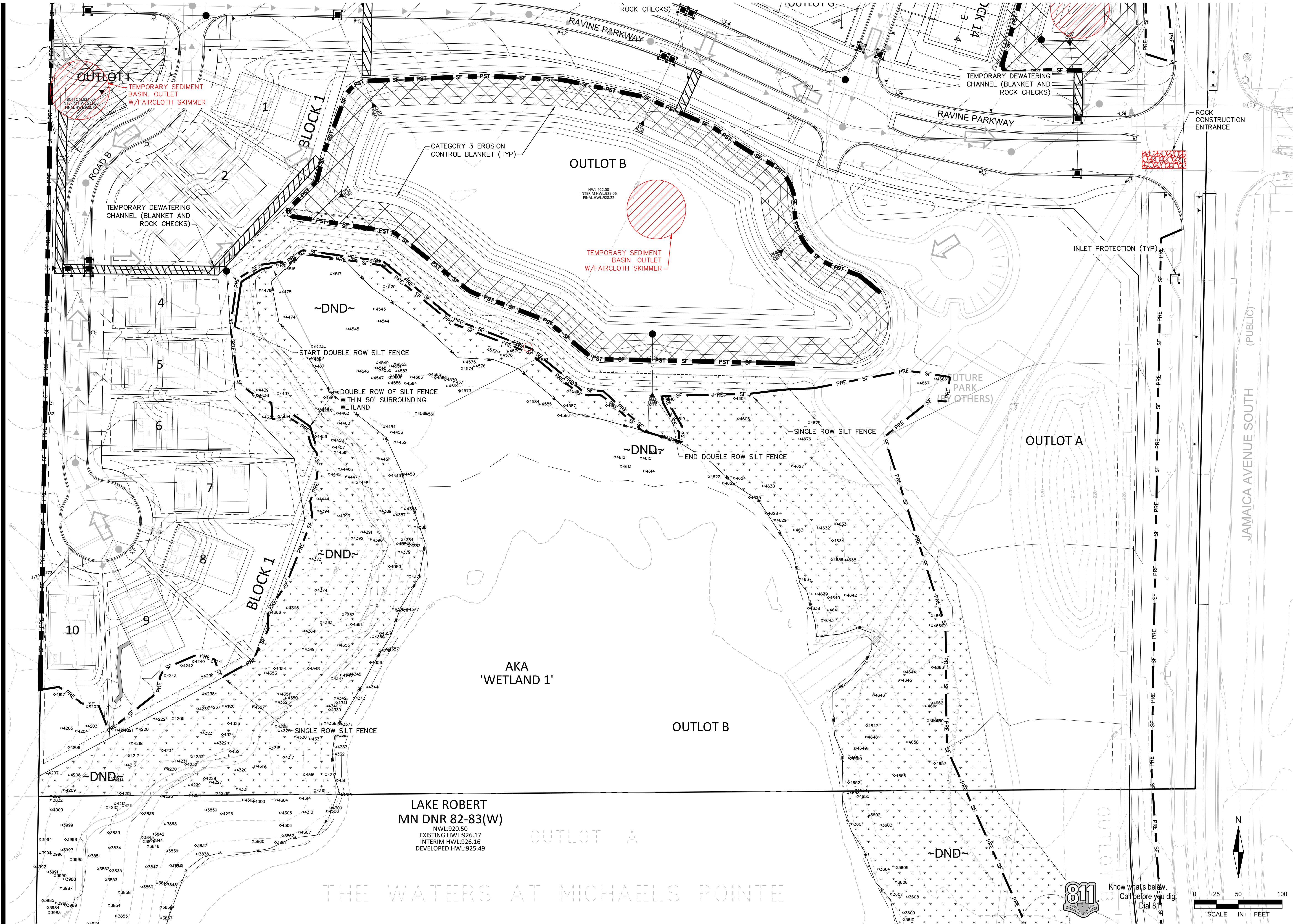
PROJECT TEAM DATA

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

33

Sheet 33 of 67

File Location: X:\4000367-00\01\40 Design\01 Sheets - Phase 1\EROSION CONTROL.dwg Plotted By: Jacob Wiedersheim on March 31, 2025 1:04:54 AM

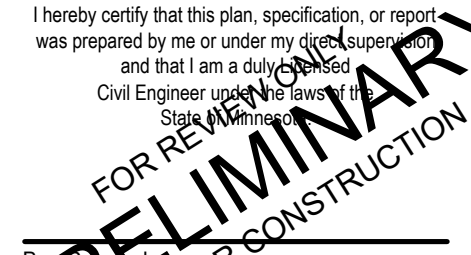




Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Erosion & Sediment Control
Plan - View C

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION
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.
By: 
Date: 6/16/25 License No.: 4000367-00

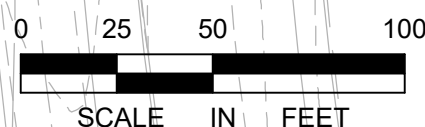
QA/QC CHECK
By: _____ Date: _____

PROJECT TEAM DATA
Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

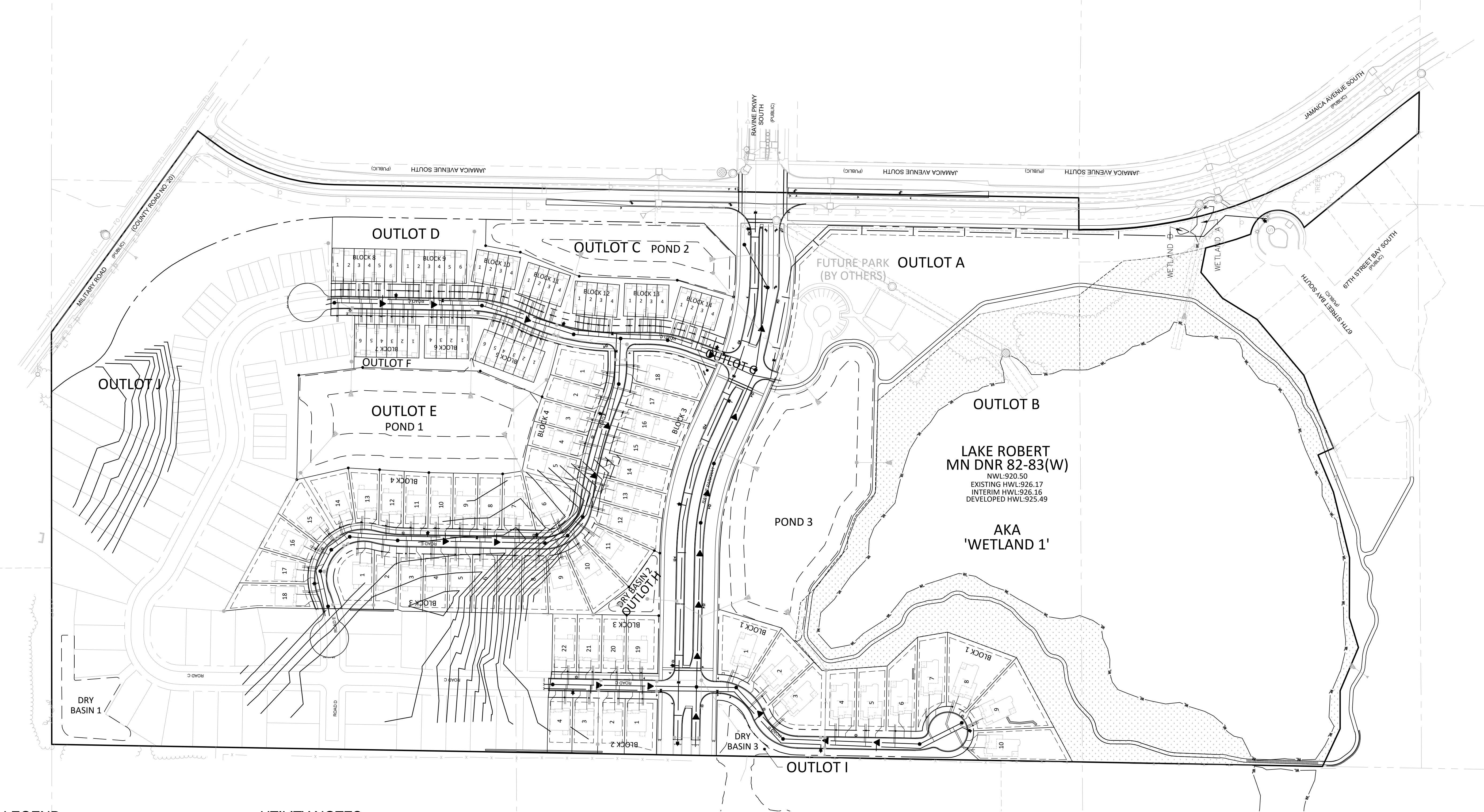


Know what's below.
Call before you dig.
Dial 811



0 25 50 100
SCALE IN FEET

34
Sheet 34 of 67



LEGEND:

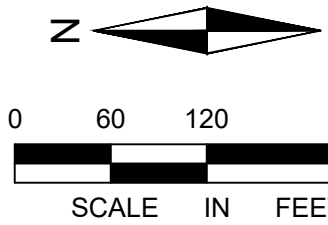
- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING WATERMAIN
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING STORM SEWER
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER

UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- MAINTAIN A MIN 24" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER TRUNK MAINS TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE A MINIMUM OF 4" STYROFOAM BOARD INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 36".
- ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF COTTAGE GROVE'S STANDARD SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION.
- NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
- ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R-1642 CASTING, UNLESS NOTED OTHERWISE.
- WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER.
- WATER SERVICES SHALL BE 1" DIA. TYPE K COPPER W/ 1" CORP. STOP AND 1" CURB BOX.
- SEWER SERVICES SHALL BE 4" PVC SCH 40 MINIMUM 2% SLOPE UNLESS OTHERWISE NOTED ON THE PLANS.
- SANITARY SEWER SERVICES TO EXTEND 15' PAST ROW WITH RISER AT END OF SERVICE. PER CITY DETAIL SER-1
- EXTEND CURB STOP 1' BEYOND ROW WHEN SIDEWALK IS PRESENT.
- WATER SERVICE TAIL TO BE EXTENDED 15' PAST ROW PER CITY DETAIL SER-1.
- WATER SERVICES MAY BE PLACED IN SAME TRENCH AS SEWER SERVICES PROVIDED THAT A 24" VERTICAL & A 36" HORIZONTAL SEPARATION ARE MAINTAINED AND PIPE MATERIALS MEET THE CITY AND BUILDING CODES.
- ALL CURB BOXES SHALL BE ADJUSTED TO AN ELEVATION OF 1" BELOW FINISHED GRADE.
- ALL 8" WATERMAIN SHALL 8" CL-52 DIP.



Know what's below.
Call before you dig.
Dial 811



DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

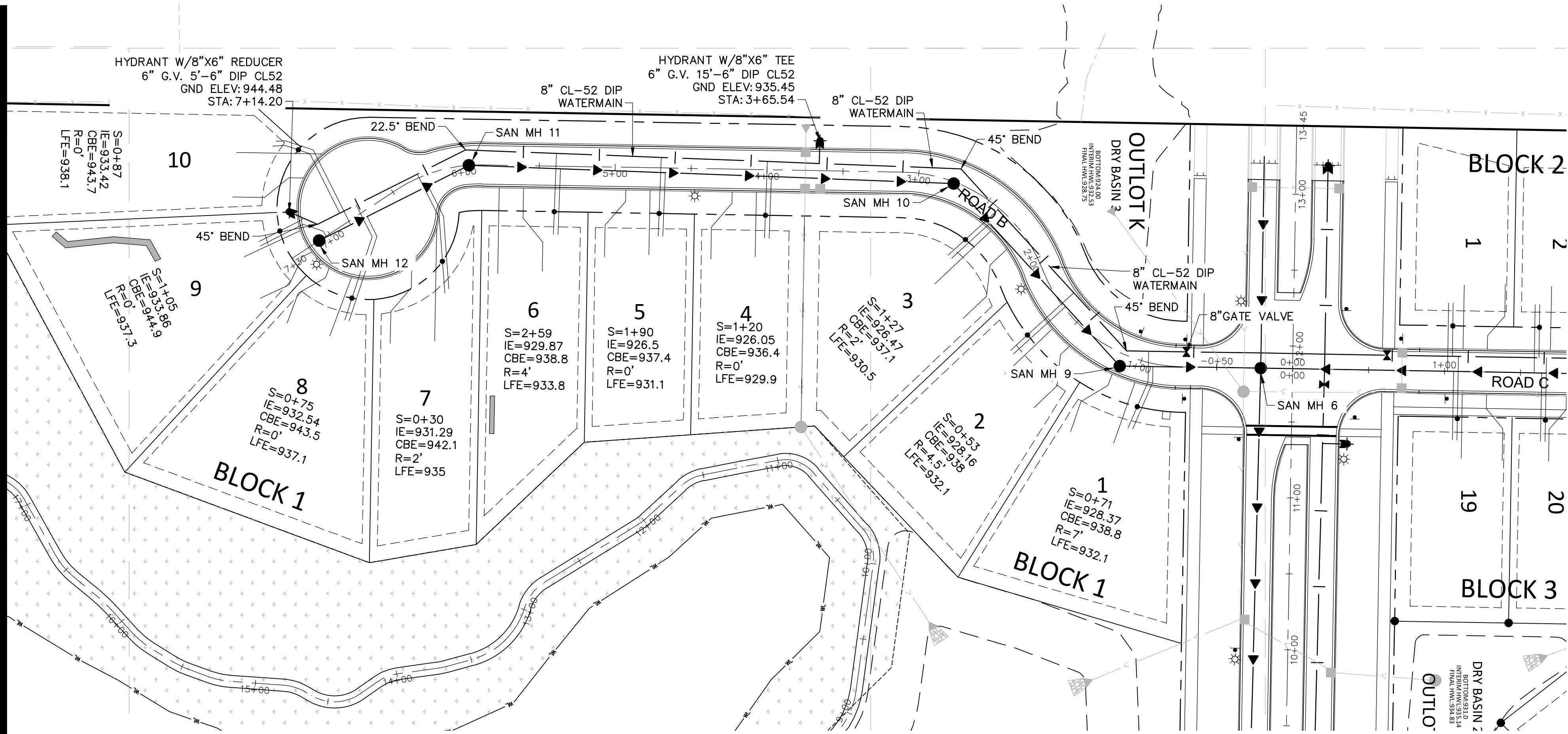
By: 61668
Date: 61668 License no. 61668

QA/QC CHECK

By: 61668 Date: 61668

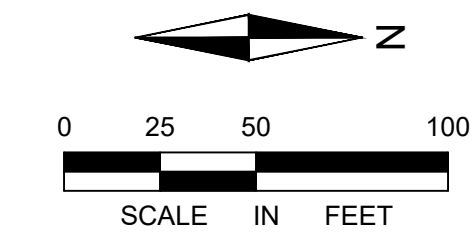
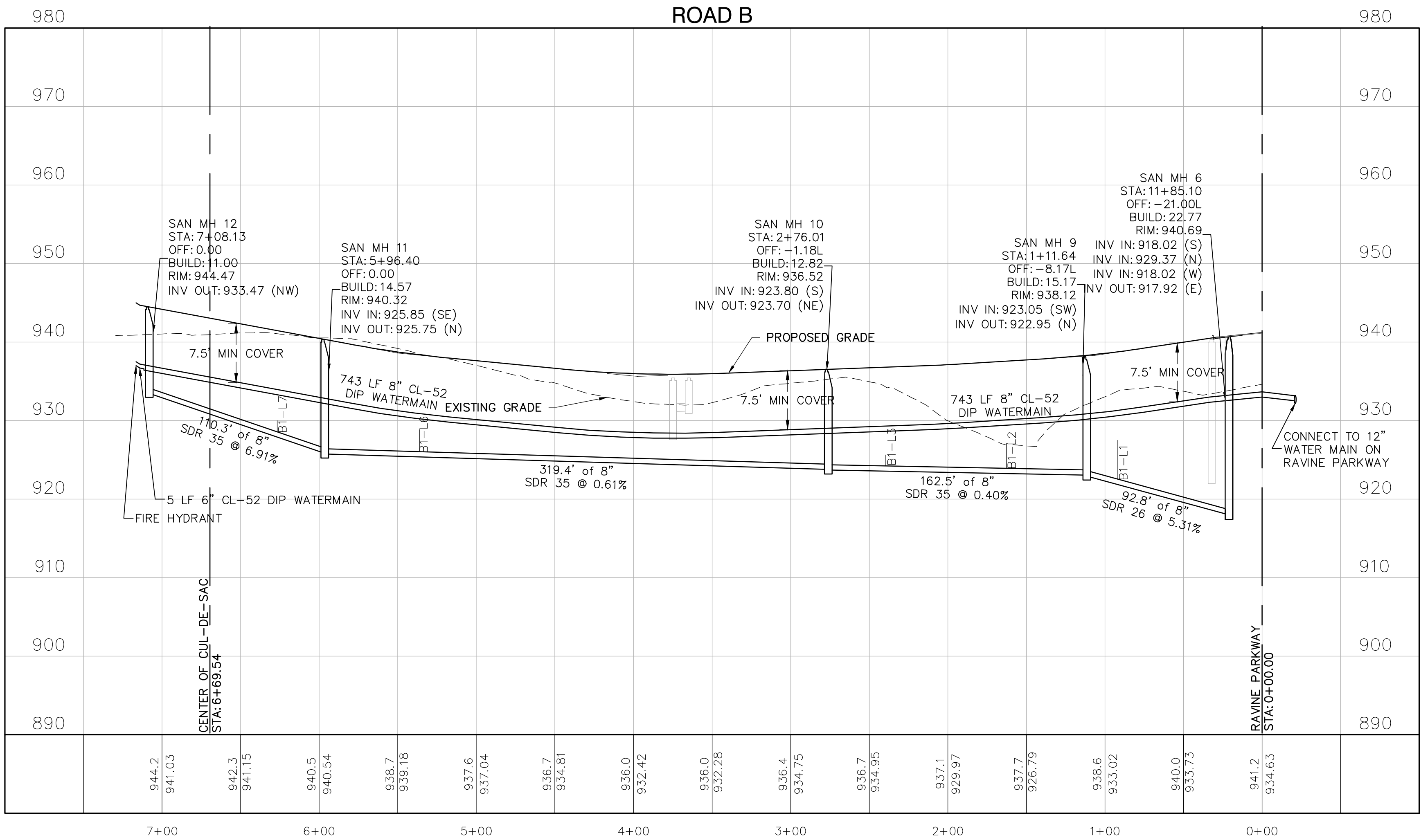
PROJECT TEAM DATA

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00



- NOTES:**
1. THE CONTRACTOR SHALL CONTACT THE SEWER AND WATER DEPARTMENT 24 HOURS PRIOR TO ANY PUBLIC SEWER/WATERMAIN CONNECTION.
 2. SANITARY SEWER MAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
 3. WATERMAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
 4. TYPICAL LOT SERVICES:
SAN - 4" PVC SCH 40 SOLVENT WELDED (SEE DETAIL SS-1)
WAT - 1" TYPE K COPPER (SEE DETAIL WAT-1)

- LEGEND:**
- S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
 - IE = SANITARY SERVICE INVERT ELEVATION
 - CBE = CURB BOX ELEVATION
 - LFE = LOW FLOOR ELEVATION
 - R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE (VERTICAL HEIGHT = R X 0.707



Know what's below.
Call before you dig.
Dial 811

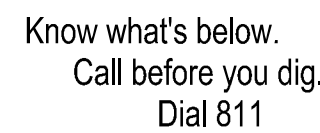
DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION	
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.	
By: <u>Eric J. Buehler</u>	61668
Date: <u>3/31/2025</u>	License no.

QA/QC CHECK	
By: _____	Date: _____

PROJECT TEAM DATA	
Designed By: <u>BJP</u>	
Drafted By: <u>ELL, JDW, TAS, BJP, TMA</u>	
Project No.: <u>4000367-00</u>	

Sheet 39 of 67



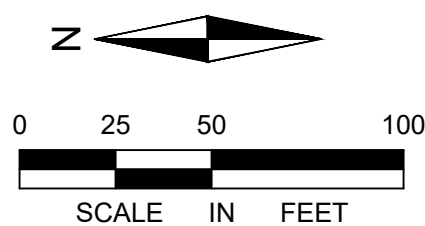
NOTES:

1. THE CONTRACTOR SHALL CONTACT THE SEWER AND WATER DEPARTMENT 24 HOURS PRIOR TO ANY PUBLIC SEWER/WATERMAIN CONNECTION.
2. SANITARY SEWER MAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
3. WATERMAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
4. TYPICAL LOT SERVICES:
SAN - 4" PVC SCH 40 SOLVENT WELDED (SEE DETAIL SS-1)
WAT - 1" TYPE K COPPER (SEE DETAIL WAT-1)

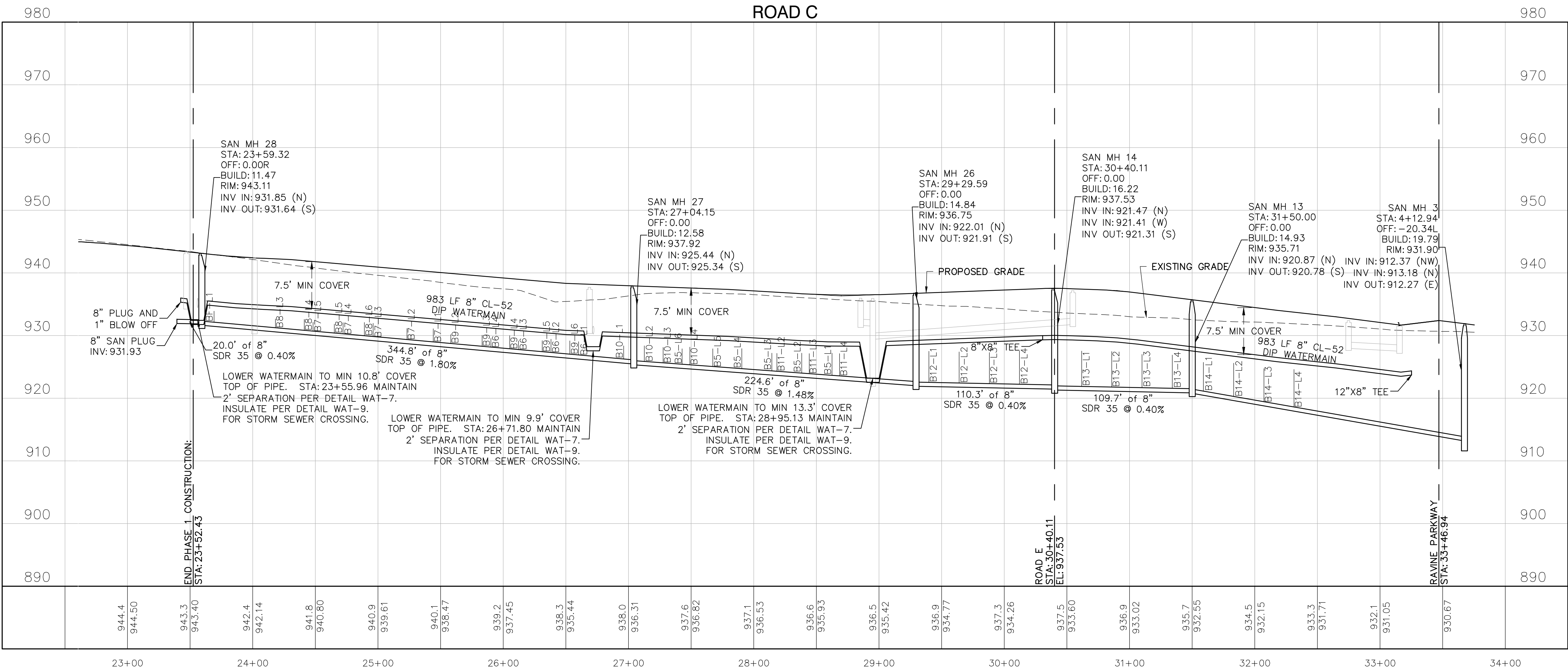
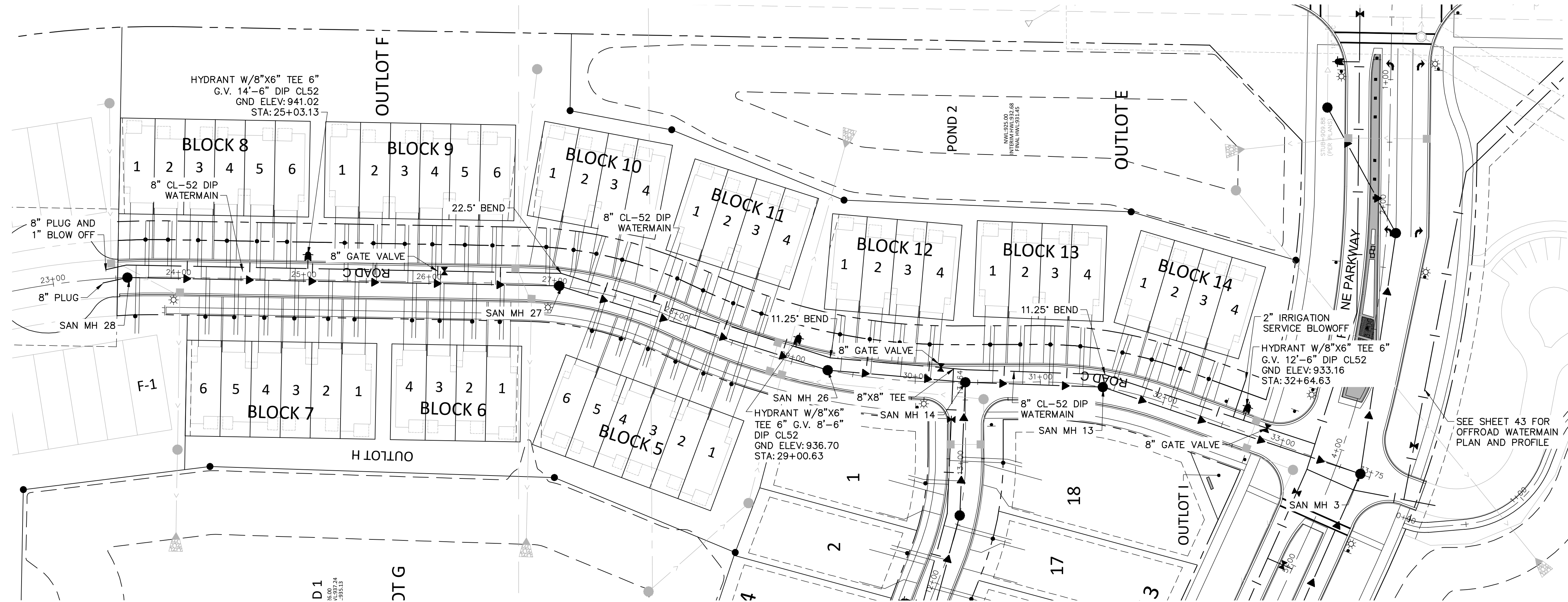
LEGEND:

S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
LFE = LOW FLOOR ELEVATION
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE (VERTICAL HEIGHT = R X 0.707

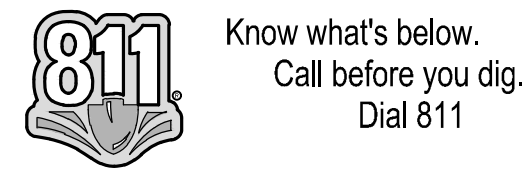
BLOCK	LOT	S	IE	CBE	R	LFE
5	1	0+67	928.28	936.9	5	939.5
5	2	0+91	928.27	937.1	4.5	939.5
5	3	1+15	928.24	937.3	4	939.5
5	4	1+39	928.89	937.6	4.5	940.2
5	5	1+62	928.85	937.8	4	940.2
5	6	1+86	928.88	938.0	3.5	940.2
6	1	0+44	930.03	938.7	3	941.2
6	2	0+66	930.40	939.0	3	941.2
6	3	0+92	930.20	939.4	2	941.2
6	4	1+14	930.60	939.8	2	941.2
F	1	3+35	934.94	943.4	2.5	941.2
7	1	1+60	932.12	940.6	3	943.2
7	2	1+81	932.15	941.0	2.5	943.2
7	3	2+08	932.99	941.4	3	943.2
7	4	2+32	933.07	941.8	2.5	943.9
7	5	2+56	933.16	942.3	2	943.9
7	6	2+79	932.04	942.6	0	943.9
8	1	3+34	933.07	943.2	0	944.7
8	2	3+10	932.64	942.9	0	944.7
8	3	2+86	933.74	942.6	2	944.7
8	4	2+63	933.67	942.4	2.5	944.0
8	5	2+39	932.89	941.9	2	944.0
8	6	2+15	933.15	941.5	3	944.0
9	1	1+69	930.11	940.7	0	941.9
9	2	1+46	931.22	940.3	2	941.9
9	3	1+21	931.12	939.9	2.5	941.9
9	4	0+99	931.07	939.5	3	941.2
9	5	0+73	930.26	939.1	2.5	941.2
9	6	0+51	930.21	938.7	3	941.2
10	1	0+08	929.42	938.4	3	940.2
10	2	2+16	929.46	938.2	3.5	940.2
10	3	2+01	929.27	938.1	3.5	940.2
10	4	1+80	929.33	938.0	4	940.2
11	1	2+67	927.70	937.6	0	939.0
11	2	1+11	928.21	937.4	4	939.0
11	3	0+85	928.11	937.0	4.5	939.0
11	4	0+61	928.08	936.9	5	939.0
12	1	1+00	928.45	937.2	7	939.0
12	2	0+76	928.32	937.3	7	939.0
12	3	0+52	928.21	937.5	7	939.0
12	4	0+28	928.48	937.7	7.5	939.0
13	1	0+88	928.54	937.8	8	939.0
13	2	0+64	928.46	937.6	8	939.0
13	3	0+40	928.03	937.2	7.5	939.0
13	4	0+16	927.92	936.6	7.5	939.0
14	1	2+08	926.74	935.8	6.5	937.5
14	2	1+84	926.63	935.3	7.5	937.5
14	3	1+60	925.80	934.7	7.5	936.8
14	4	1+36	925.46	934.2	8.5	936.8



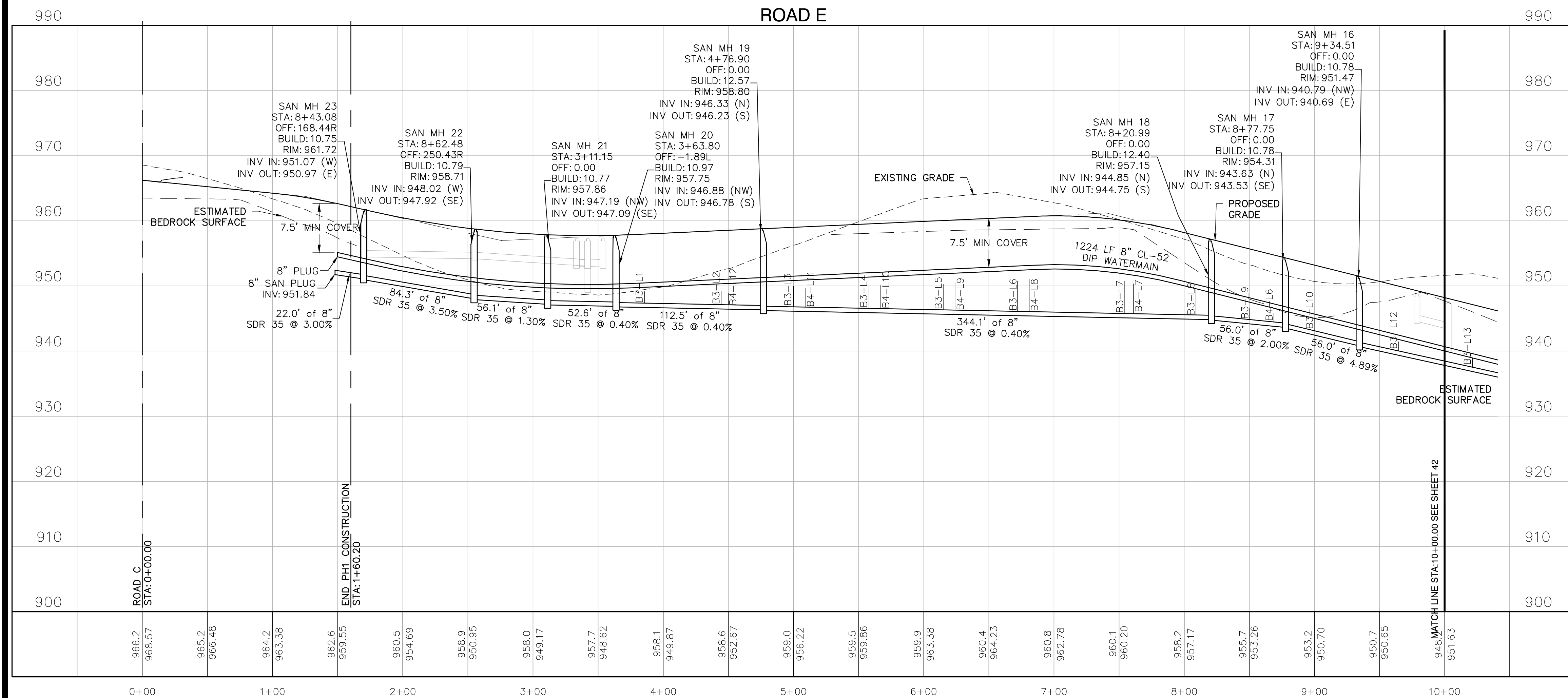
Know what's below.
Call before you dig.
Dial 811

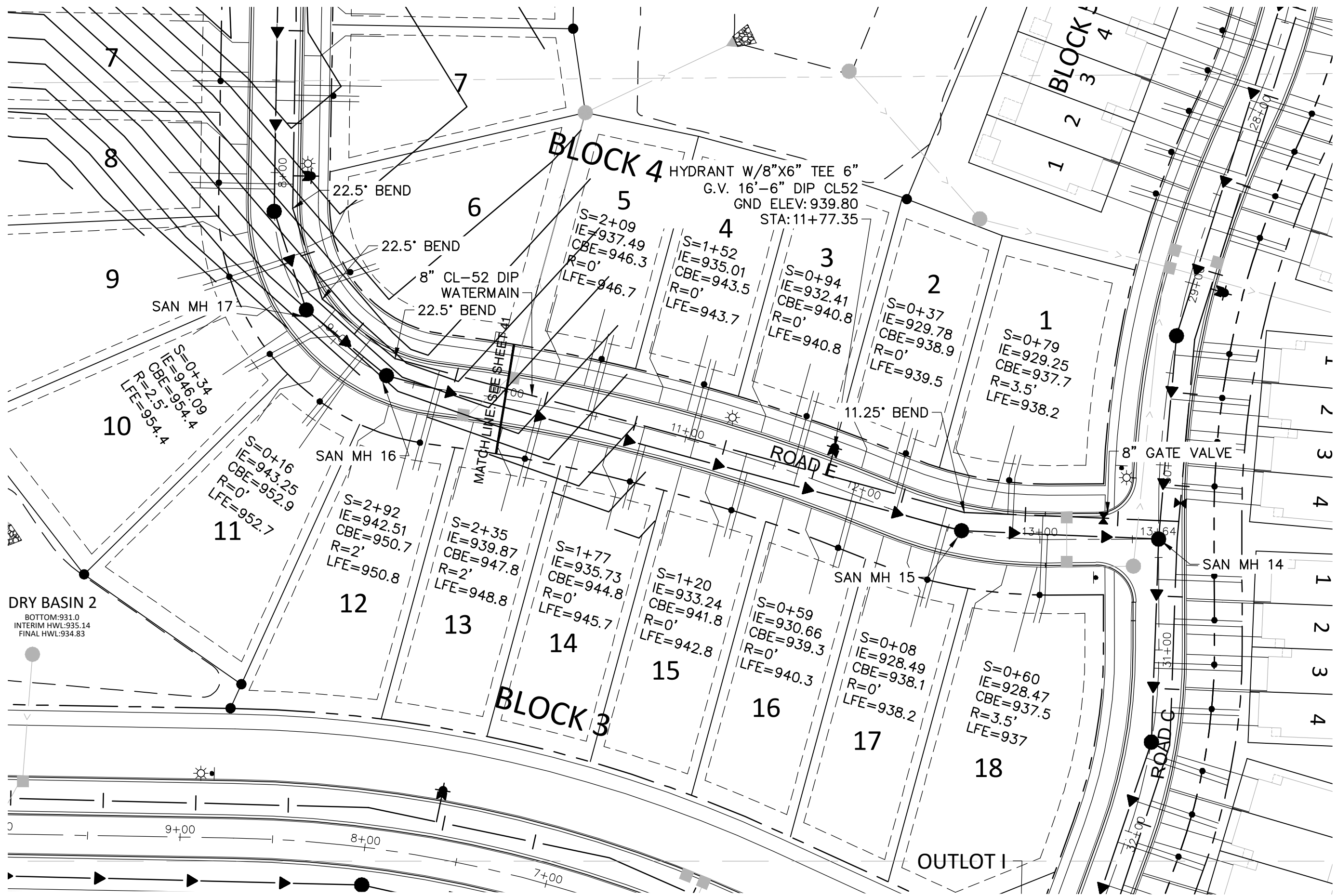


DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL
CERTIFICATION	
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.	
By: <u>61668</u>	License no.
QA/QC CHECK	
By: _____	Date: _____
PROJECT TEAM DATA	
Designed By: BJP	
Drafted By: ELL, JDW, TAS, BJP, TMA	
Project No.: 4000367-00	



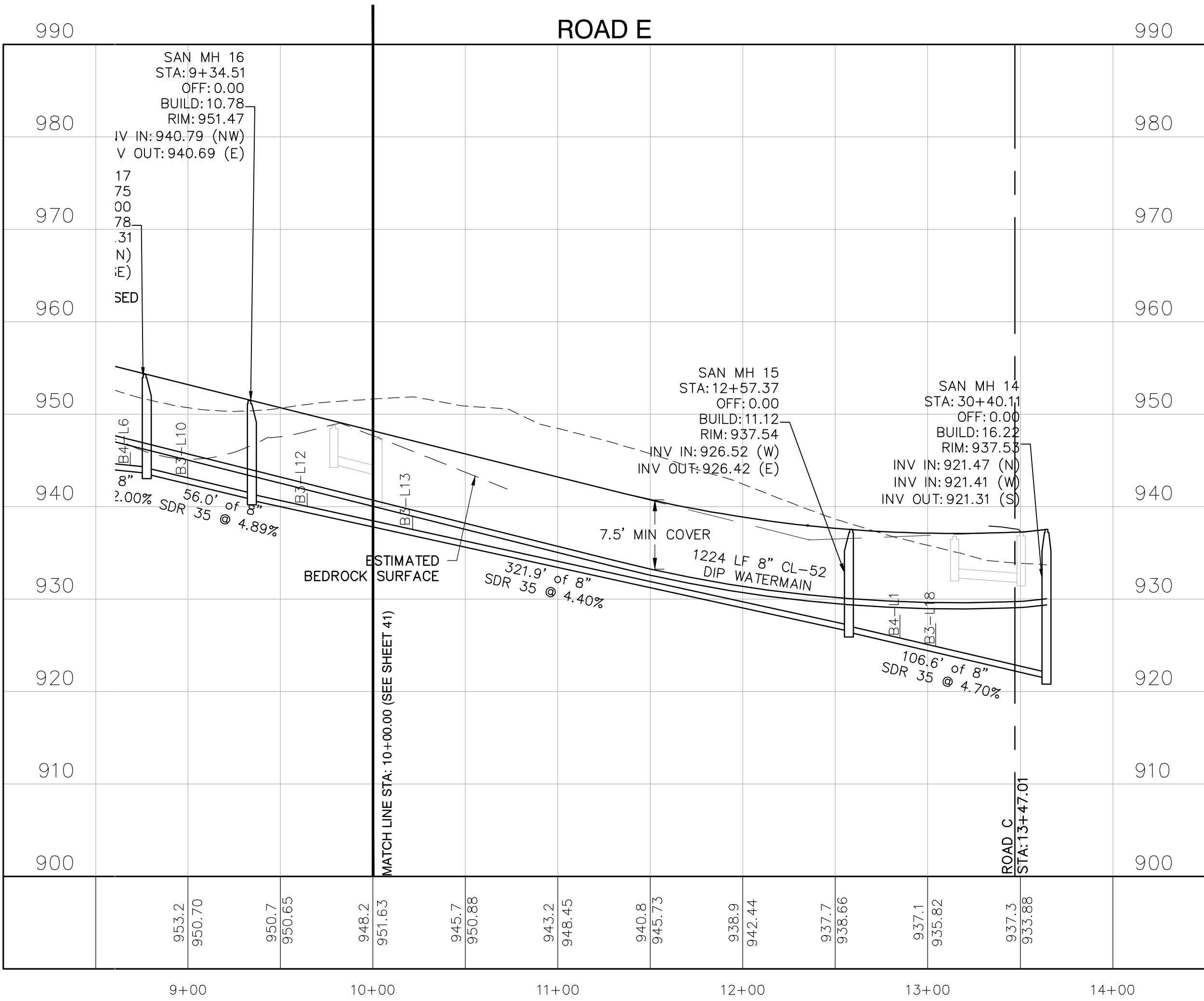
BLOCK	LOT	ROCK EL: AT STUB	DEPTH TO SERVICE AT STUB	ROCK EL: AT MAIN	DEPTH TO SERVICE AT MAIN
3	3	951.01	-8.87	NOT OBSERVED	NA
3	4	951.12	-9.14	958.07	-12.17
3	5	951.24	-9.40	958.44	-12.76
3	6	951.70	-9.11	958.66	-13.21
3	7	951.72	-1.52	958.85	-13.73
3	8	950.46	4.64	952.44	-7.54
3	9	947.73	-8.61	948.68	-4.51
4	6	954.62	-7.69	948.68	-4.87
4	7	957.52	-6.18	958.65	-13.56
4	8	956.54	-4.53	958.68	-13.27
4	9	956.34	-4.87	958.5	-12.86
4	10	NOT OBSERVED	NA	958.13	-12.26





- NOTES:**
1. THE CONTRACTOR SHALL CONTACT THE SEWER AND WATER DEPARTMENT 24 HOURS PRIOR TO ANY PUBLIC SEWER/WATERMAIN CONNECTION.
 2. SANITARY SEWER MAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
 3. WATERMAIN SHALL BE INSTALLED PER CITY SPECIFICATIONS AND DETAIL PLATES.
 4. TYPICAL LOT SERVICES:
SAN - 4" PVC SCH 40 SOLVENT WELDED (SEE DETAIL SS-1)
WAT - 1" TYPE K COPPER (SEE DETAIL WAT-1)

- LEGEND:**
- S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
 - IE = SANITARY SERVICE INVERT ELEVATION
 - CBE = CURB BOX ELEVATION
 - LFE = LOW FLOOR ELEVATION
 - R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE (VERTICAL HEIGHT = R X 0.707



BLOCK	LOT	ROCK EL. AT STUB	DEPTH TO SERVICE AT STUB	ROCK EL. AT MAIN	DEPTH TO SERVICE AT MAIN
3	10	NOT OBSERVED	NA	946.20	-3.75
3	11	NOT OBSERVED	NA	946.42	-4.85
3	12	NOT OBSERVED	NA	948.07	-8.70
3	13	NOT OBSERVED	NA	945.69	-8.83
3	14	935.73	-3.64	NOT OBSERVED	NA
4	5	945.82	-8.33	943.55	-7.83



Know what's below.
Call before you dig.
Dial 811

alliant-inc.com

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Sanitary Sewer & Watermain Plan & Profiles

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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.

By: James Windecker License no. 61668

Date: 3-31-2025

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

811

42

Sheet 42 of 67



Final Plat - Phase 1 Sanitary Sewer & Watermain Plan & Profiles

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

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
Civil Engineer under the laws of the
State of Minnesota.

Ben Paazolo 61668
Date License n

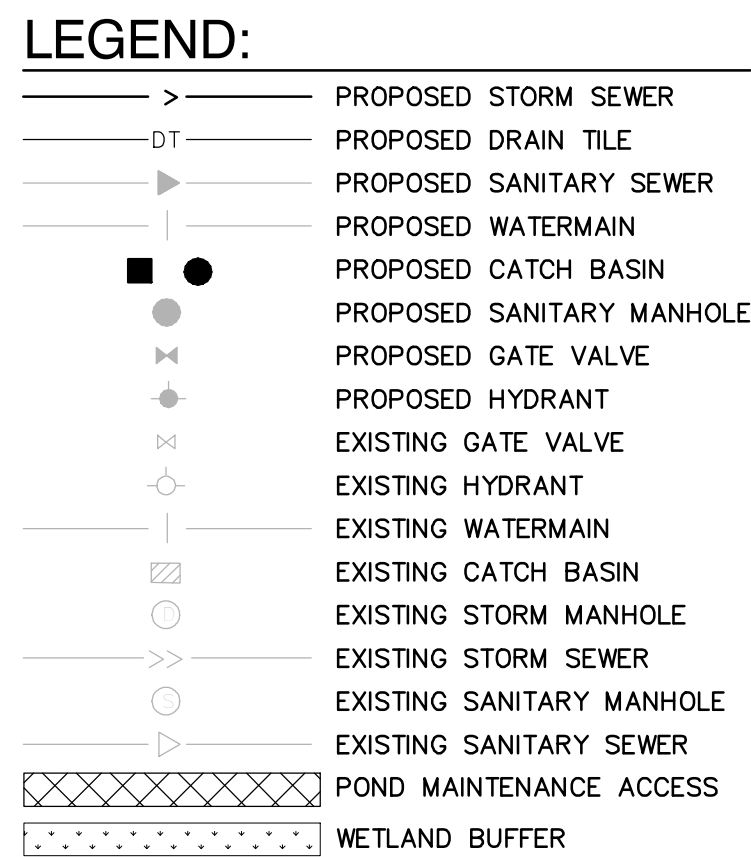
By _____ Date _____

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00

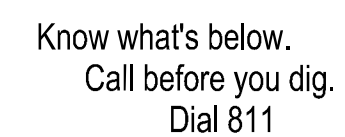
Sheet 44 of 67



Know what's below.
Call before you dig.
Dial 811



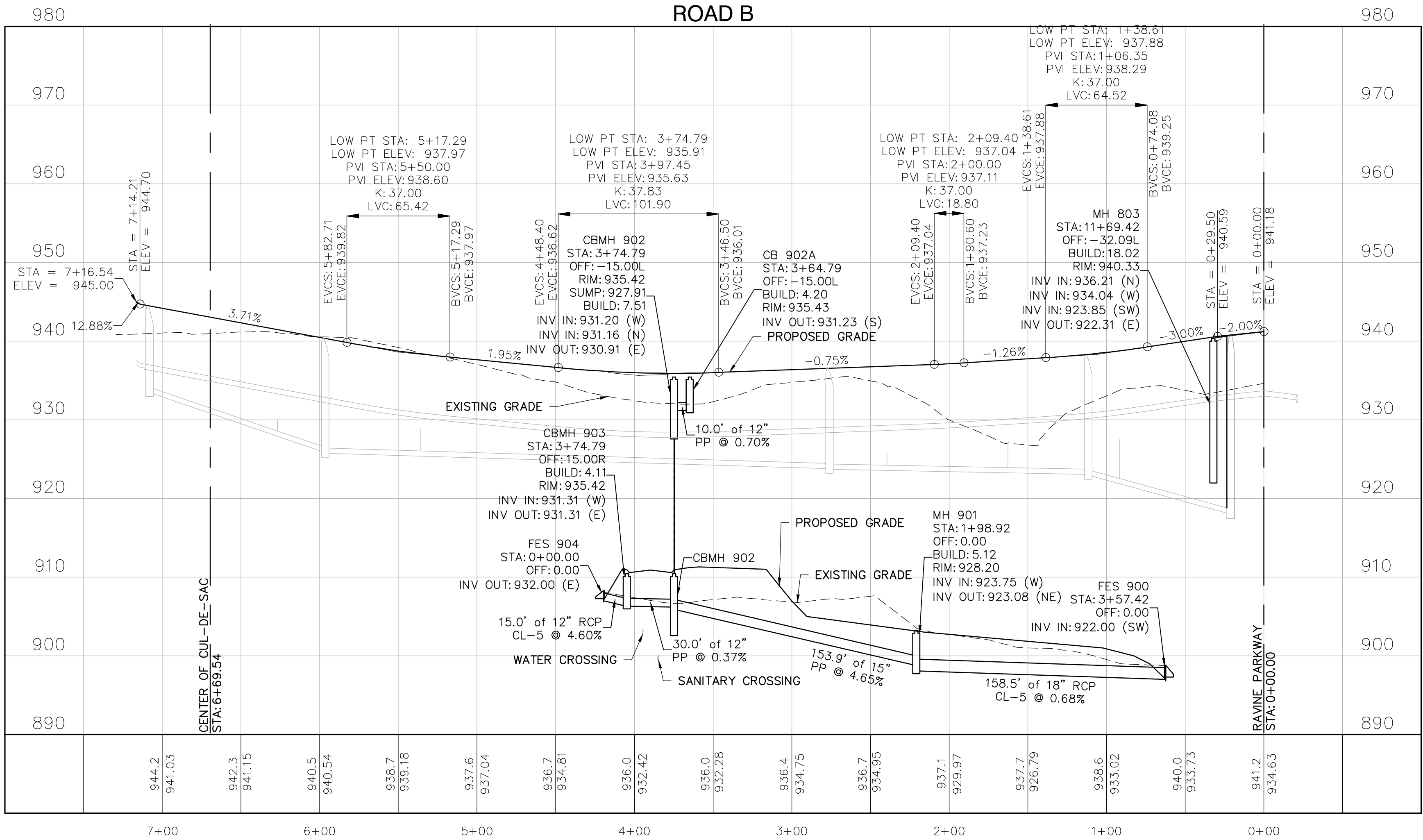
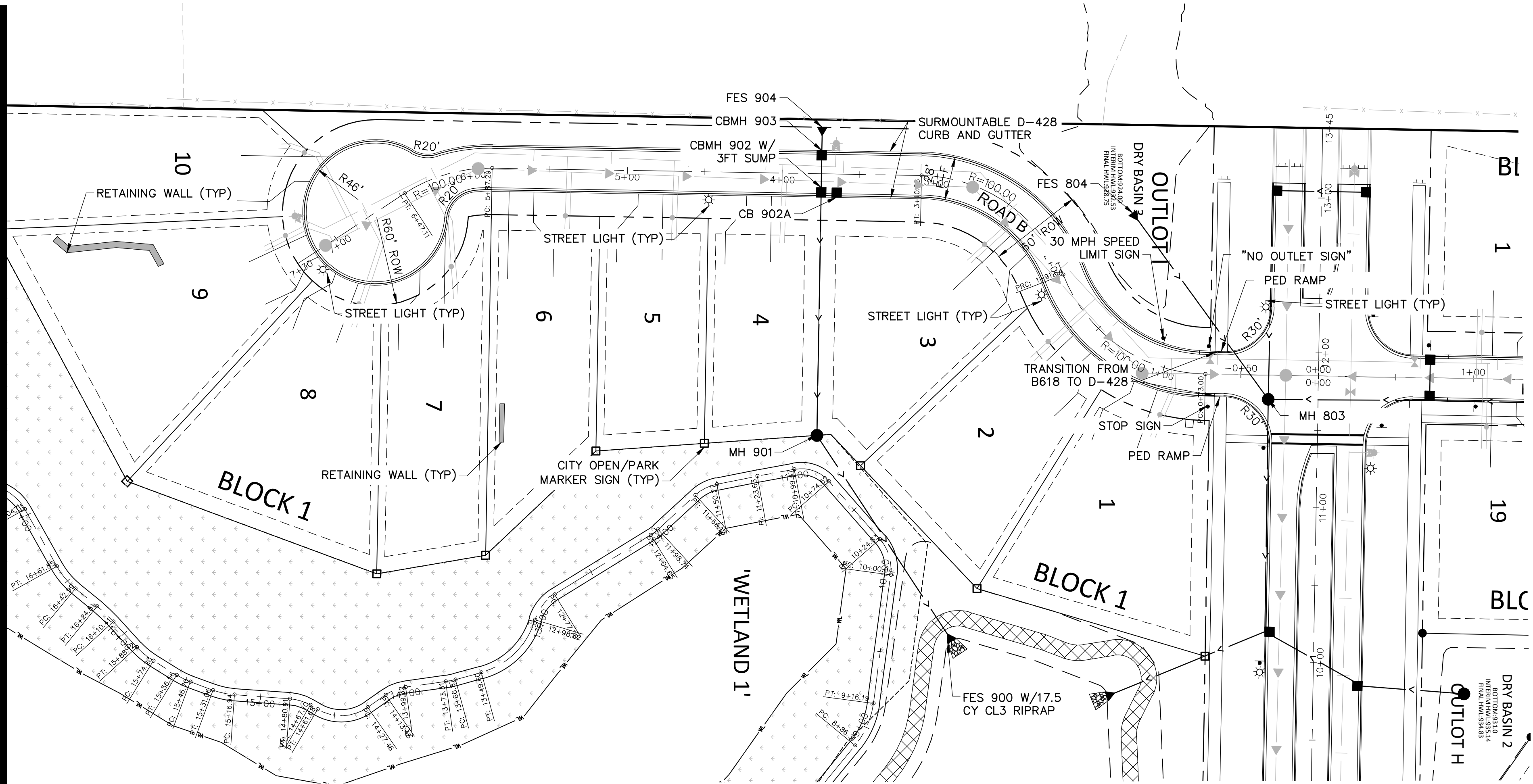
1. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
3. MAINTAIN A MIN 2' VERTICAL SEPARATION AT ALL PIPE CROSSINGS. LOWER WATERMAIN AS NECESSARY.
4. PROVIDE A MINIMUM OF 4" THICK STYROFOAM BOARD INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 36".
5. ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF COTTAGE GROVE'S STANDARD SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION.
6. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS—FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.



Cottage Grove, Minnesota

Street And Storm Sewer Plan - Overview

Drafted By: ELL, JDW, TAS, BJP, TMA, DMS
Project No.: 4000367-00

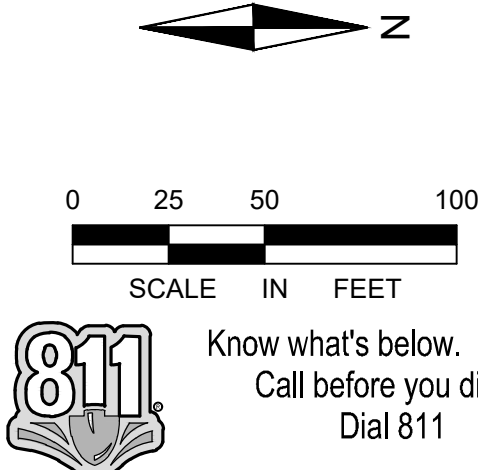
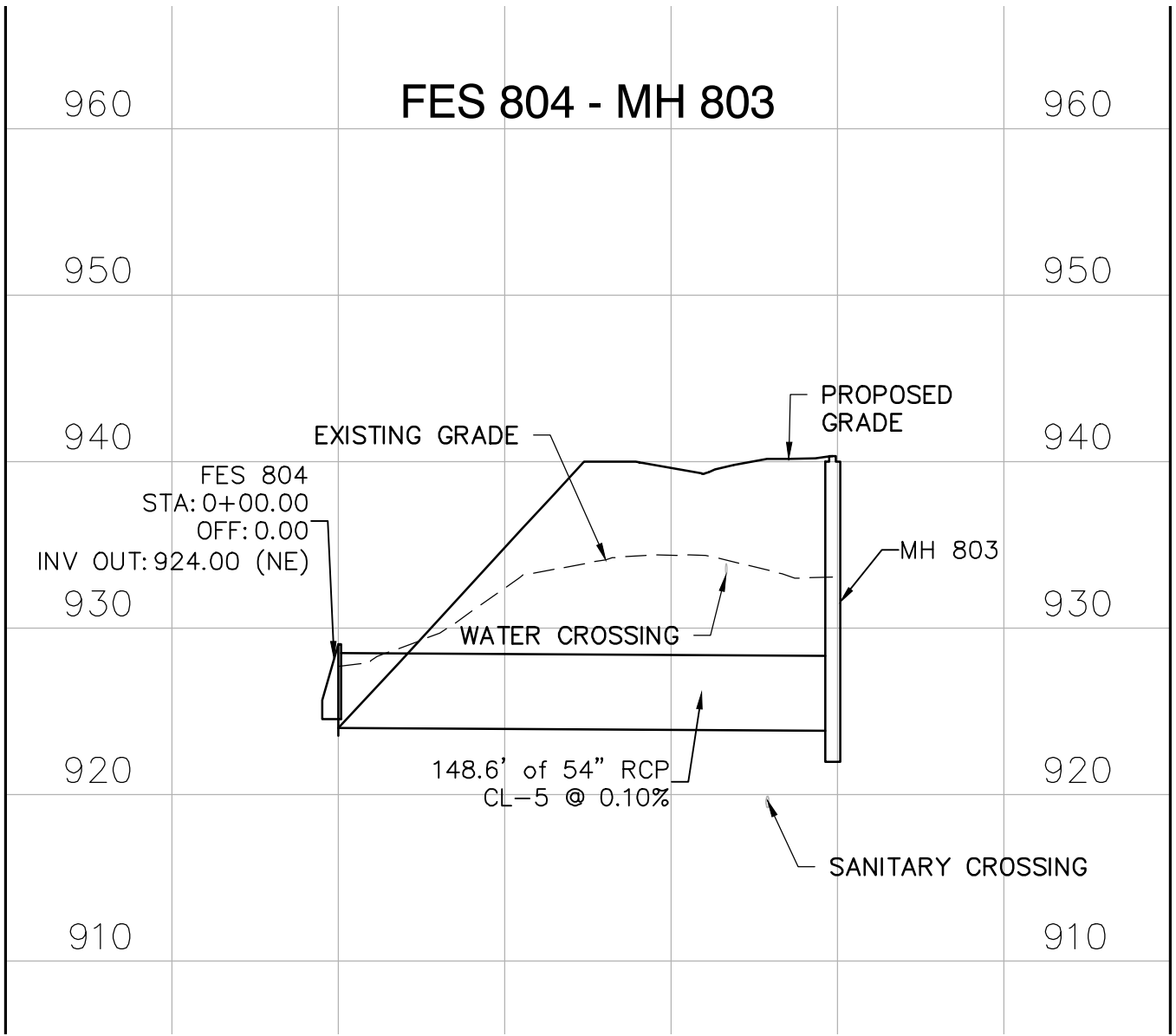


STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
803	84"	R-1642	STO-3	
804	54"	FES	STO-11	
900	18"	FES	STO-11	
901	48"	R-1642	STO-3	
902	48"	R-3067-VB	STO-6	3' SUMP
902A	2'x3'	R-3067-V	STO-7	
903	2'x3'	R-3067-VB	STO-7	
904	12"	FES	STO-11	

*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
3. TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
4. NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
5. ALL CURB RADII ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
6. REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
7. REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



ALLIANT
www.alliant-inc.com

Pulte
HOMES

RACHEL
DEVELOPMENT

LochrIDGE
Cottage Grove, Minnesota

Final Plat - Phase 1
Street And Storm Sewer Plan & Profiles

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

Bert Palazzolo
Date: 6/16/68 License no.:

QA/QC CHECK

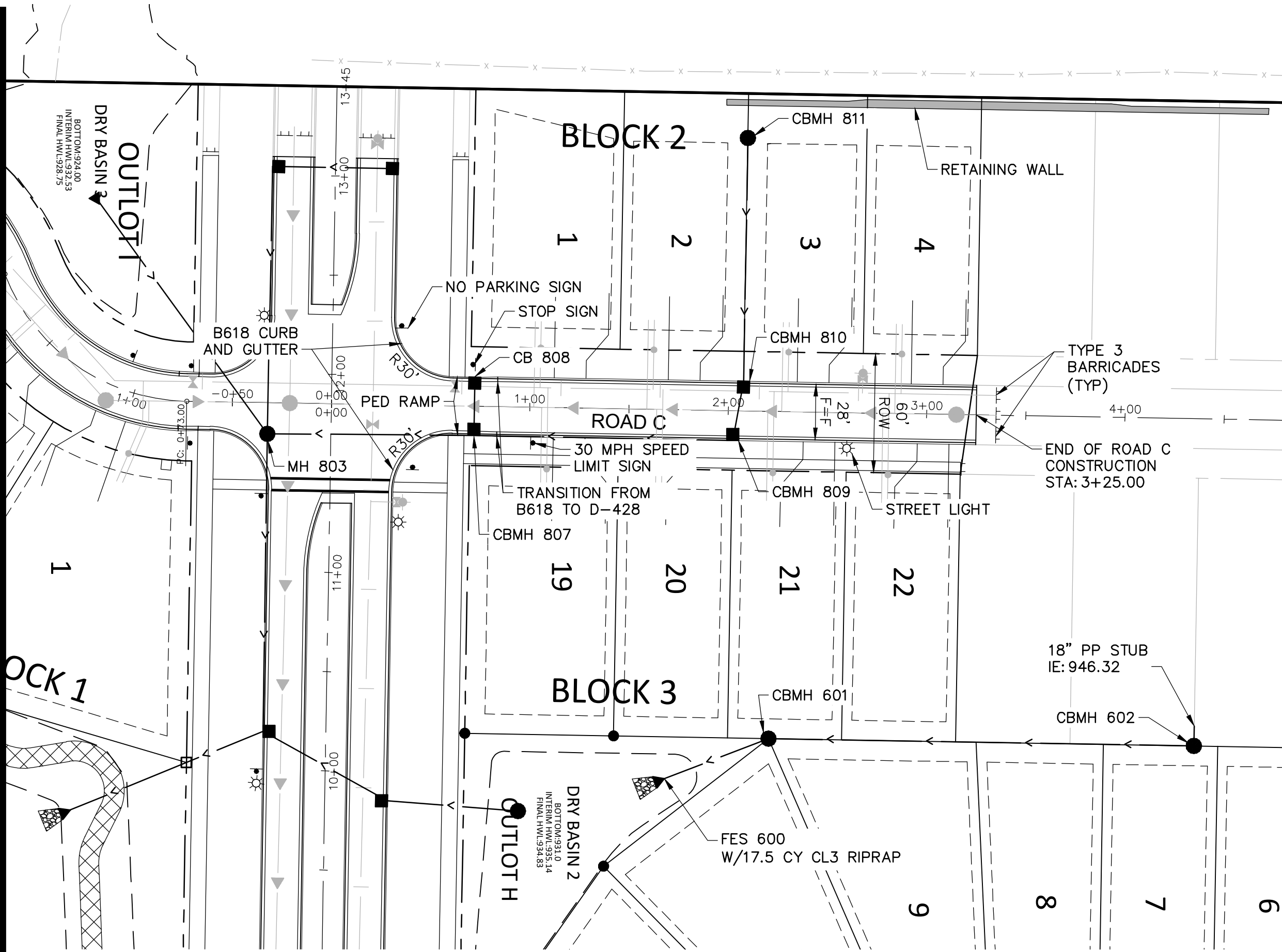
By: Date:

PROJECT TEAM DATA

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA, DMS
Project No.: 4000367-00

47

Sheet 47 of 67

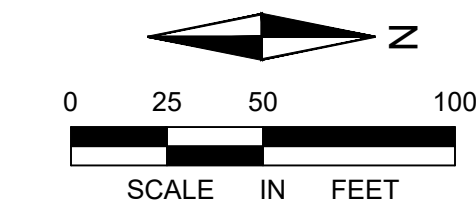
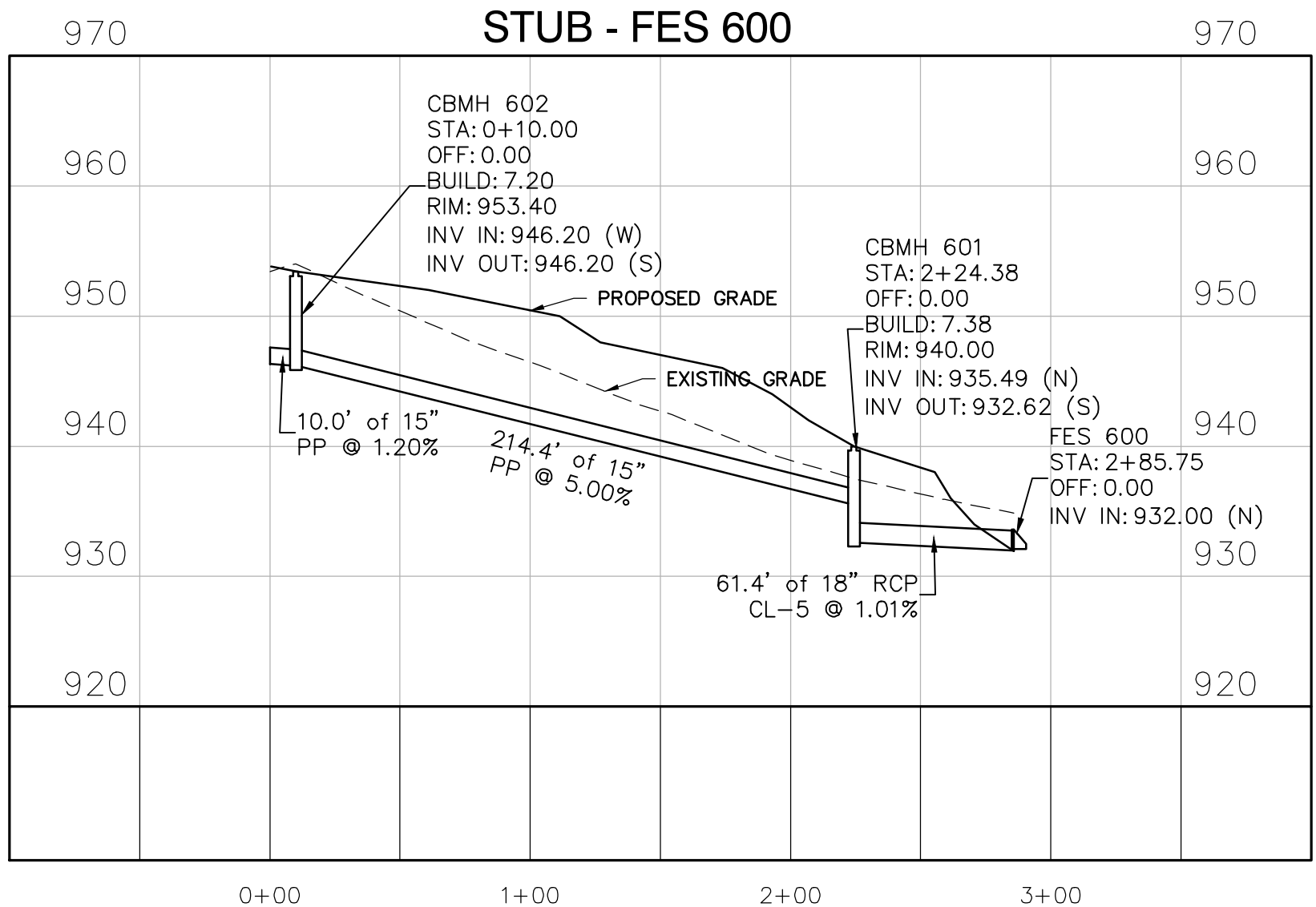
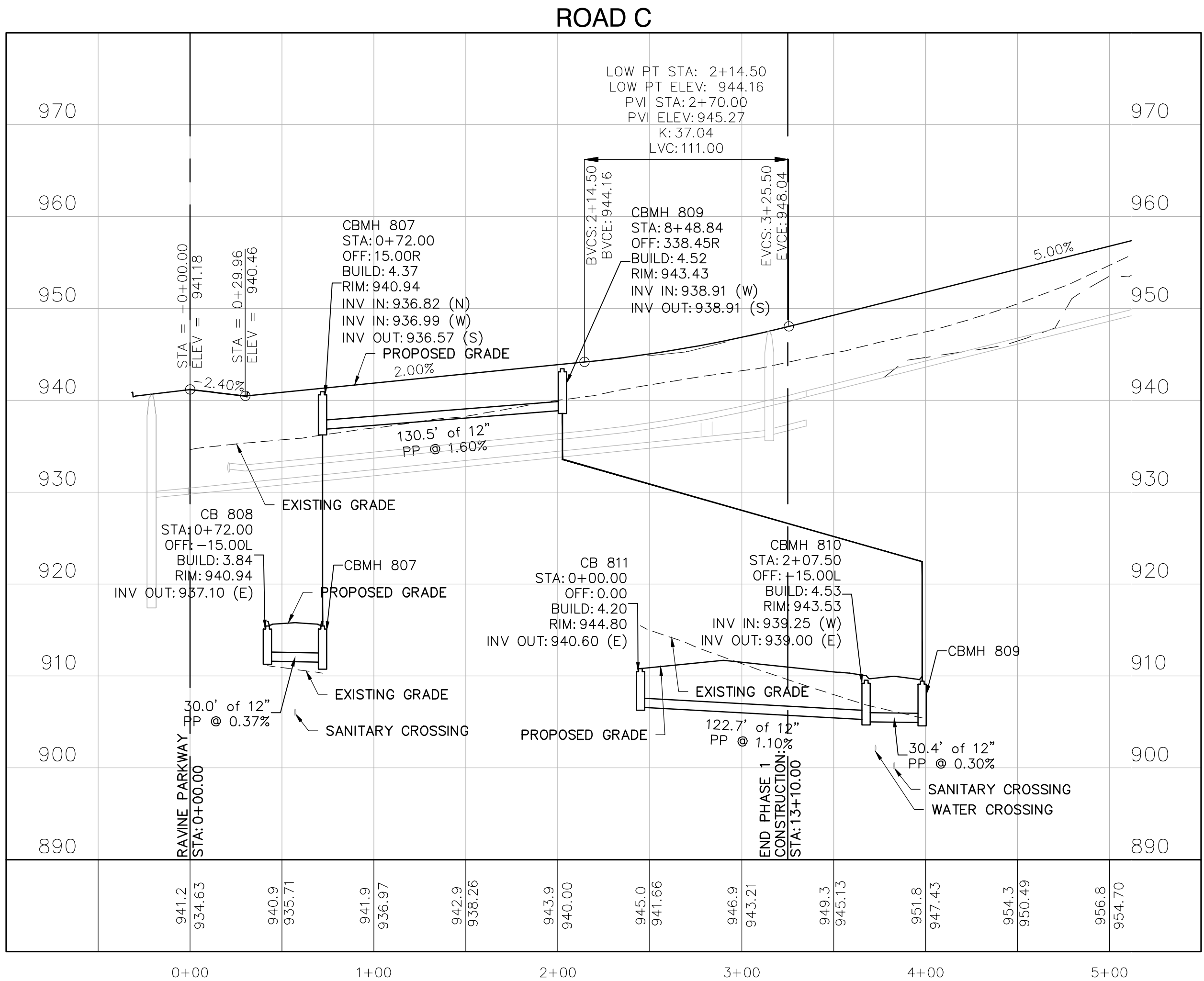


STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
600	18"	FES	STO-11	
601	48"	R-4342	STO-9	GREEN SPACE
602	48"	R-4342	STO-9	GREEN SPACE
803	84"	R-1642	STO-3	
807	48"	R-3067-V	STO-5	
808	2'x3'	R-3067-V	STO-7	
809	48"	R-3067-V	STO-5	
810	48"	R-3067-V	STO-5	
811	48"	R-4342	STO-9	GREEN SPACE

*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

GENERAL NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
- TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
- NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
- ALL CURB RADII ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
- REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
- REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



Know what's below.
Call before you dig.
Dial 811

ALLIANT

www.alliant-inc.com

Pulte HOMES

RACHEL DEVELOPMENT

LochrIDGE

Cottage Grove, Minnesota

Final Plat - Phase 1

Street And Storm Sewer Plan & Profiles

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

Bert Palazzolo

61668

Date

License no.

QA/QC CHECK

By _____ Date _____

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA, DMS

Project No.: 4000367-00

Sheet 48 of 67

48

STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
105	48"	R-1642	STO-3	
106	48"	R-3067-V	STO-5	
107	2'x3'	R-3067-V	STO-7	
200	42"	FES	STO-11	
201	60"	R-3067-VB	STO-6	3' SUMP
202	48"	R-3067-V	STO-5	
203	2'x3'	R-3067-V	STO-7	
205	48"	R-1642	STO-3	
300	18"	FES	STO-11	
301	48"	R-3067-V	STO-6	3' SUMP
302	48"	R-3067-V	STO-5	
303	48"	R-4342	STO-9	GREEN SPACE
402	48"	R-3067-V	STO-6	3' SUMP
403	48"	R-3067-V	STO-5	

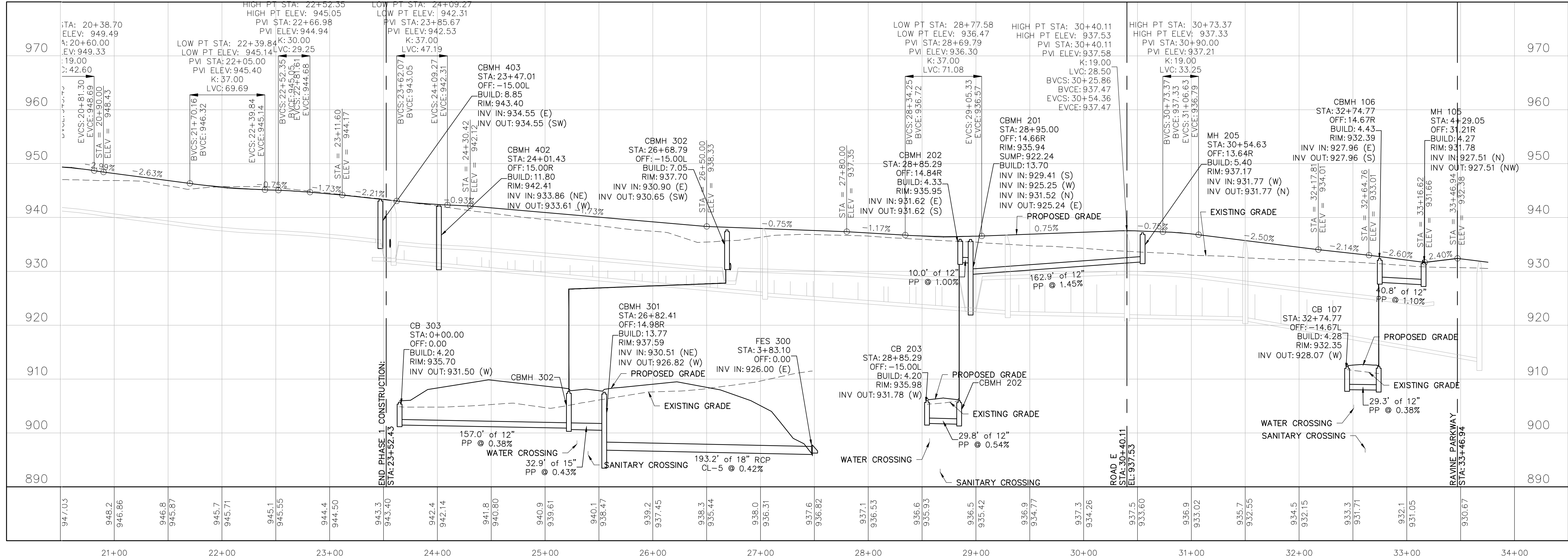
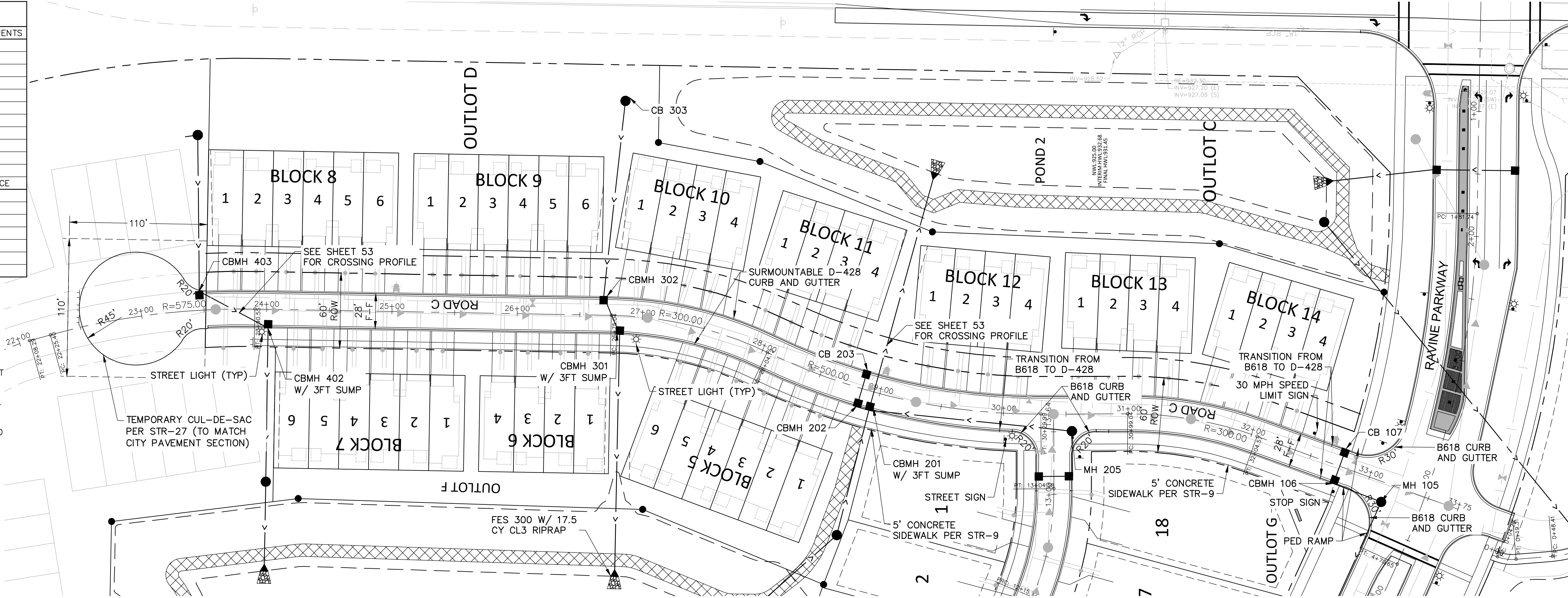
*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

GENERAL NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
- TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
- NO 4" SUBGRADE DRAIN TILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
- ALL CURB RADII ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
- REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
- REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



Know what's below.
Call before you dig.
Dial 811

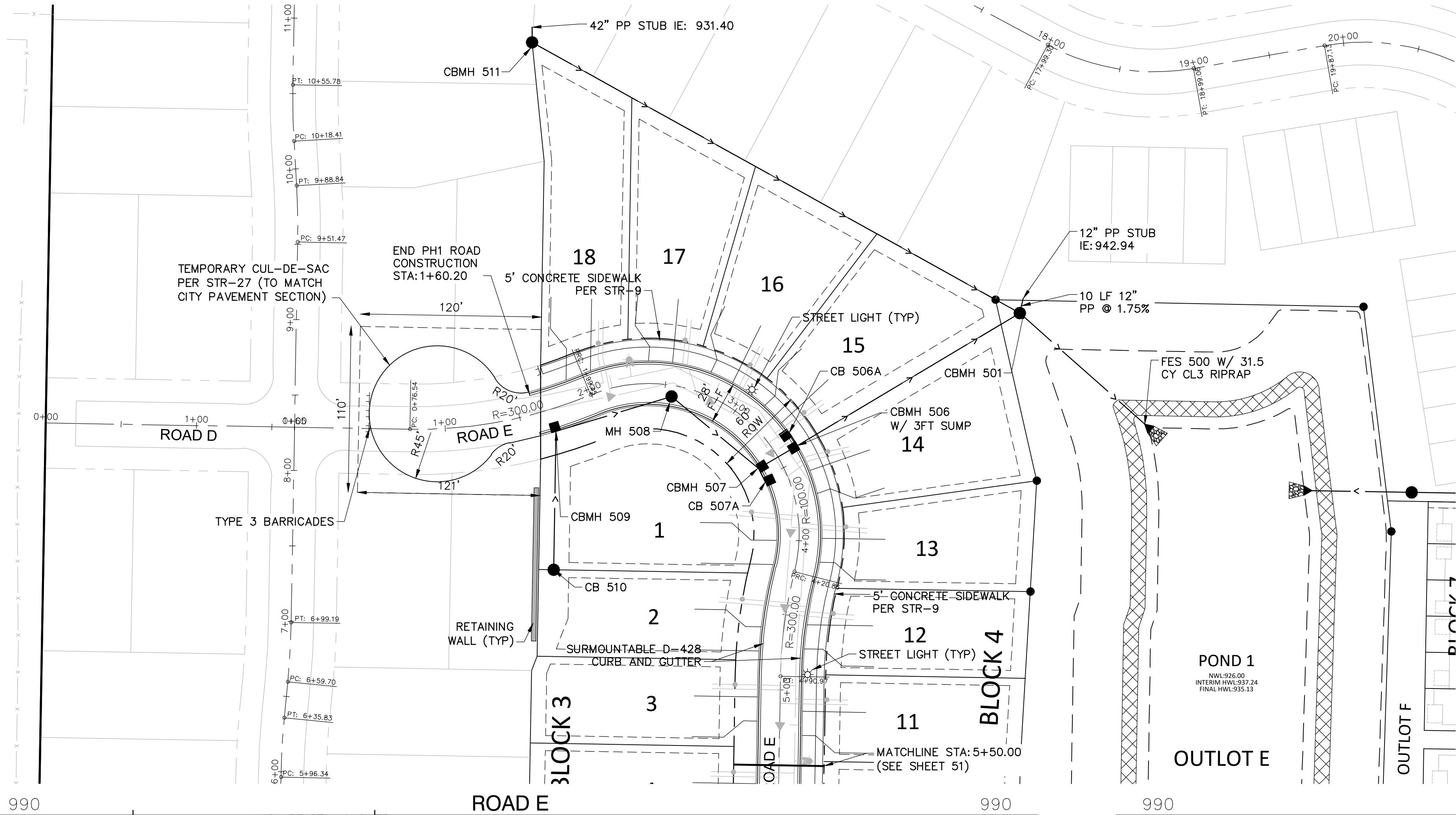


DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION	
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 Civil Engineer under the laws of the State of Minnesota.	
Bert Palazzolo	61668
Date	License no.

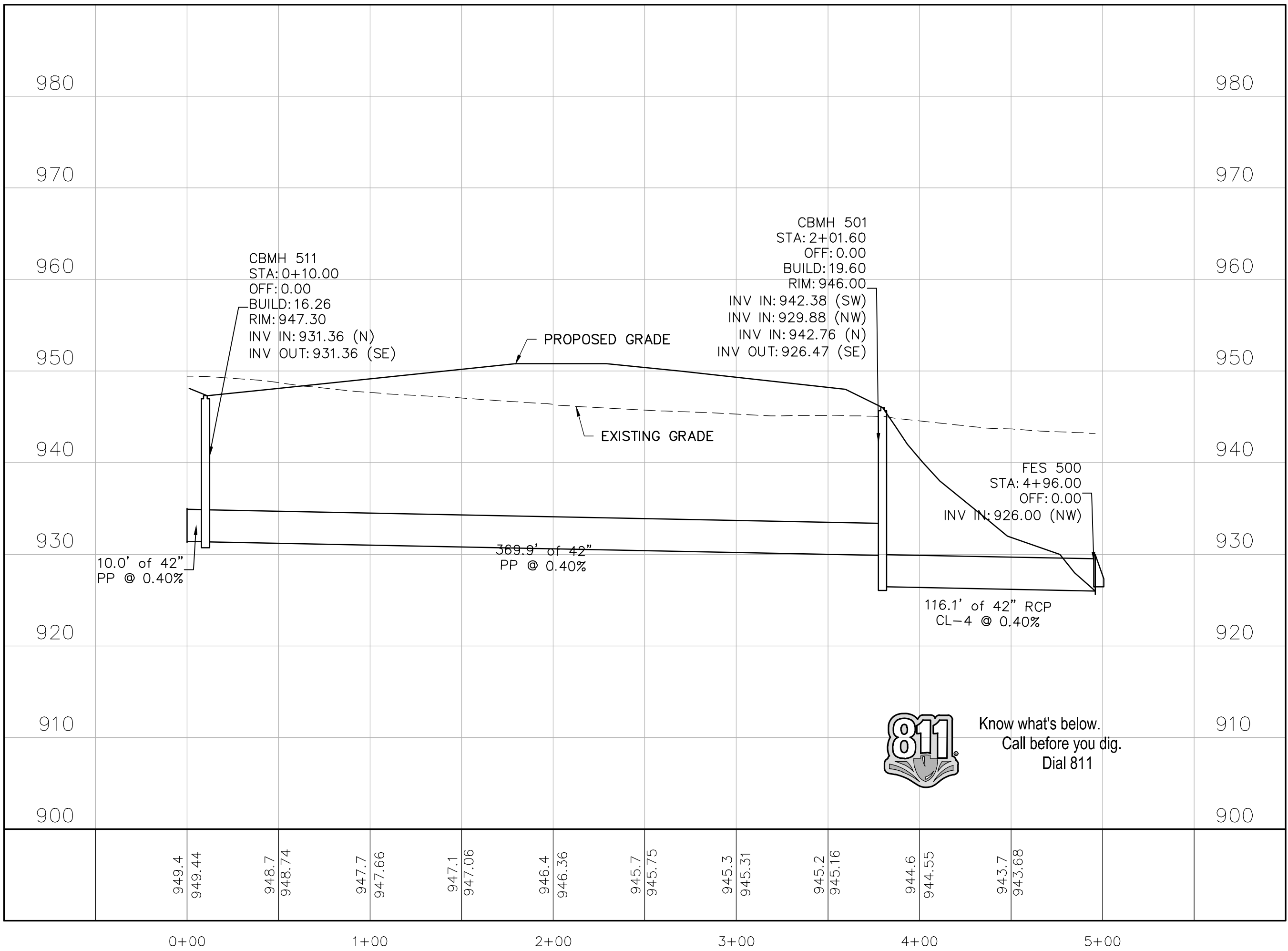
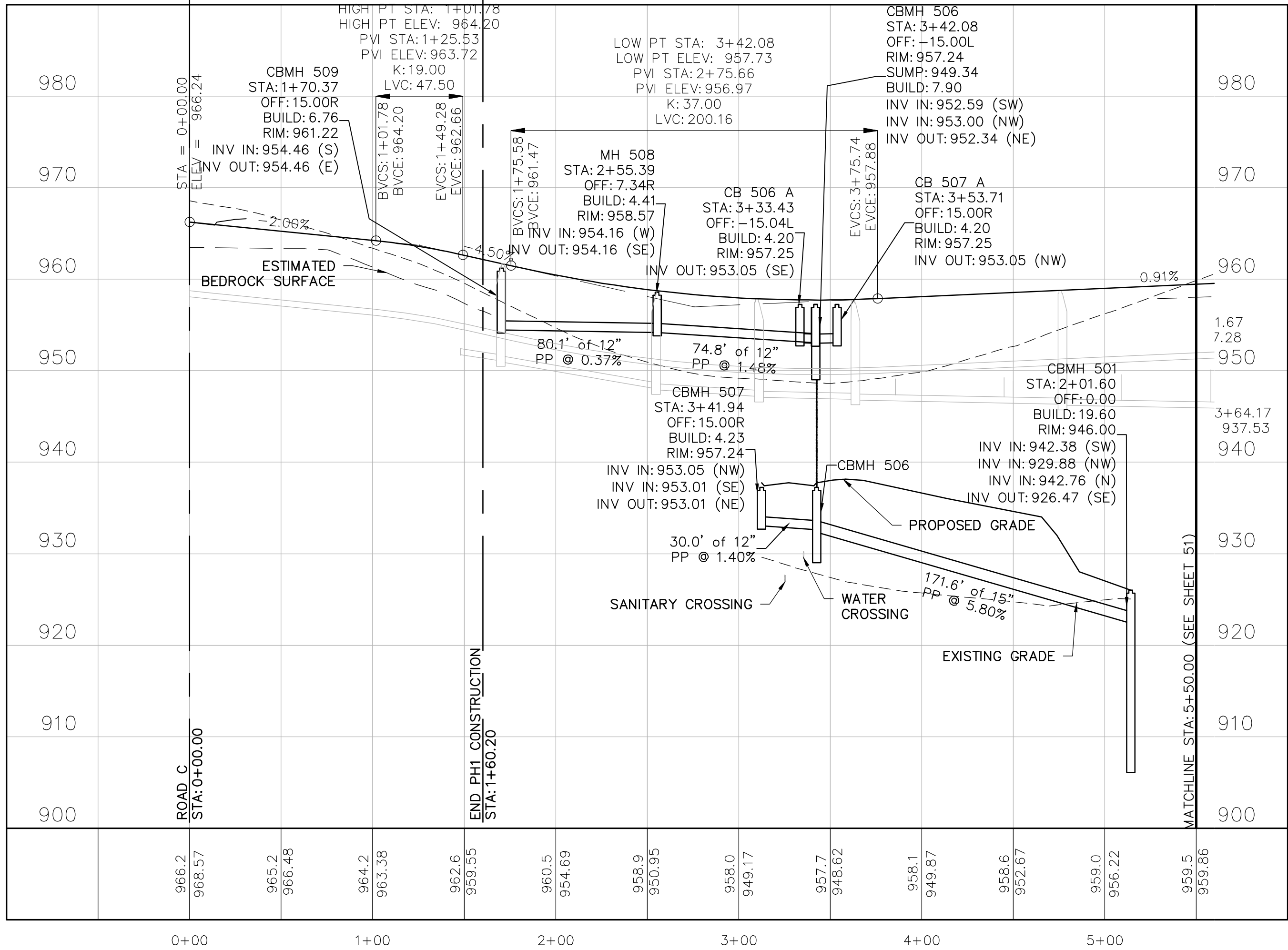
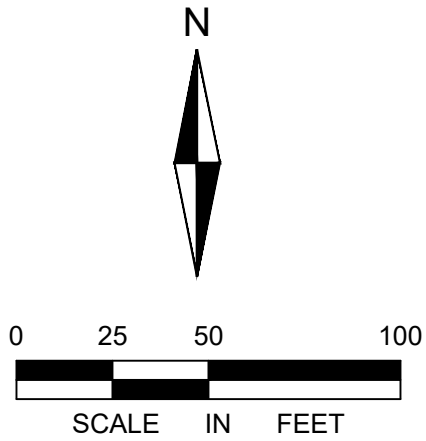
QA/QC CHECK	
By	Date

PROJECT TEAM DATA	
Designed By:	BJP
Drafted By:	ELL, JDW, TAS, BJP, TMA, DMS
Project No.:	4000367-00



STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
500	42"	FES	STO-11	
501	60"	R-4342	STO-9	GREEN SPACE
506	48"	R-3067-VB	STO-6	3' SUMP
506A	48"	R-3067-V	STO-7	
507	48"	R-3067-VB	STO-5	
507A	2'x3'	R-3067-V	STO-7	
508	48"	R-1642	STO-3	
509	48"	R-3067-V	STO-5	
510	48"	R-4342	STO-9	GREEN SPACE
511	60"	R-4342	STO-9	GREEN SPACE

- *NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.
- GENERAL NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
 - TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
 - NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
 - ALL CURB RADII ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
 - REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



www.alliant-inc.com

Pulte HOMES

RACHEL DEVELOPMENT

Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Street And Storm Sewer Plan & Profiles

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION
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 Civil Engineer under the laws of the State of Minnesota.
Ben Palazzolo
61668
Date License no.

QA/QC CHECK
By Date

PROJECT TEAM DATA
Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA, DMS
Project No.: 4000367-00

50

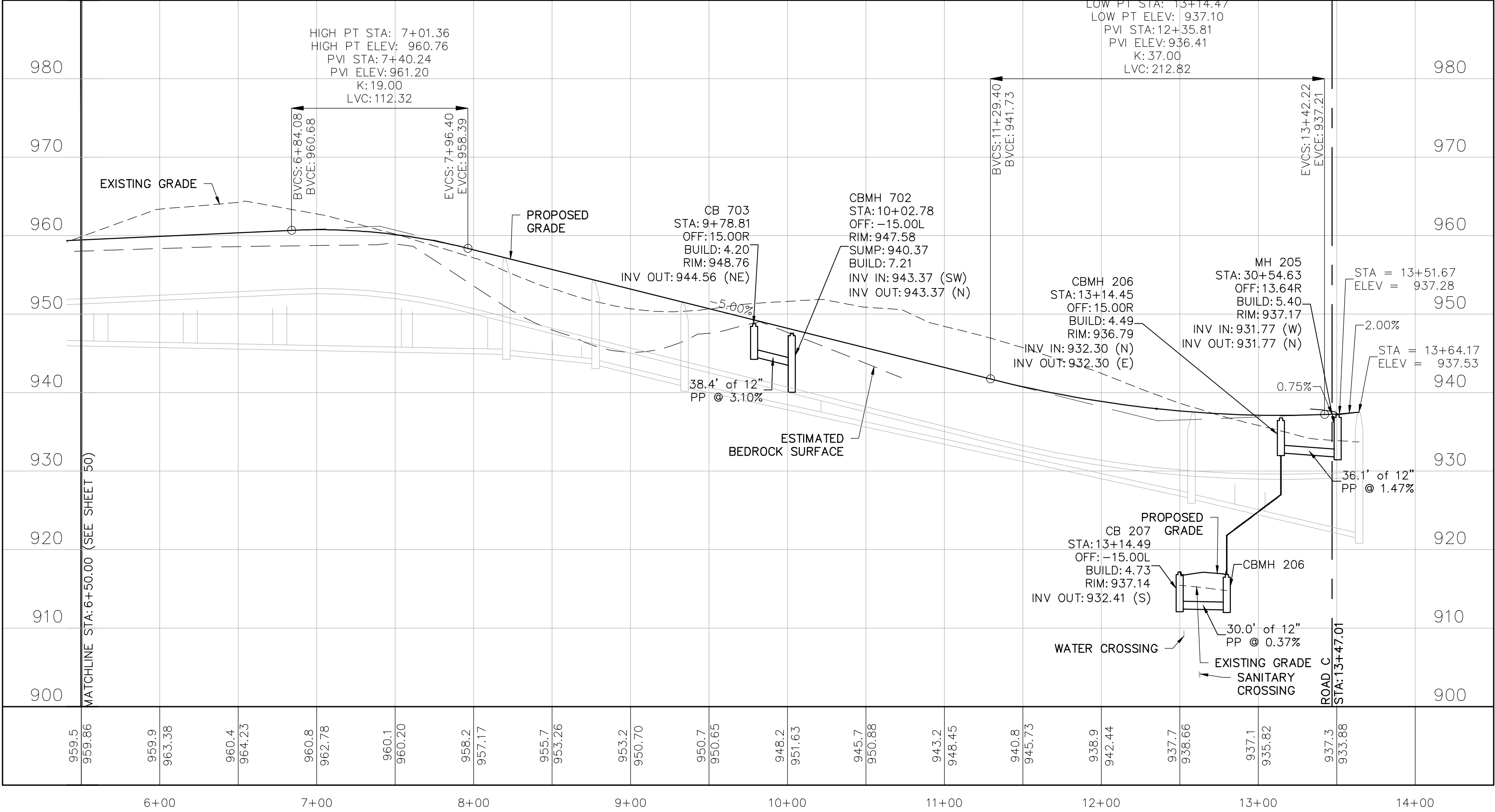
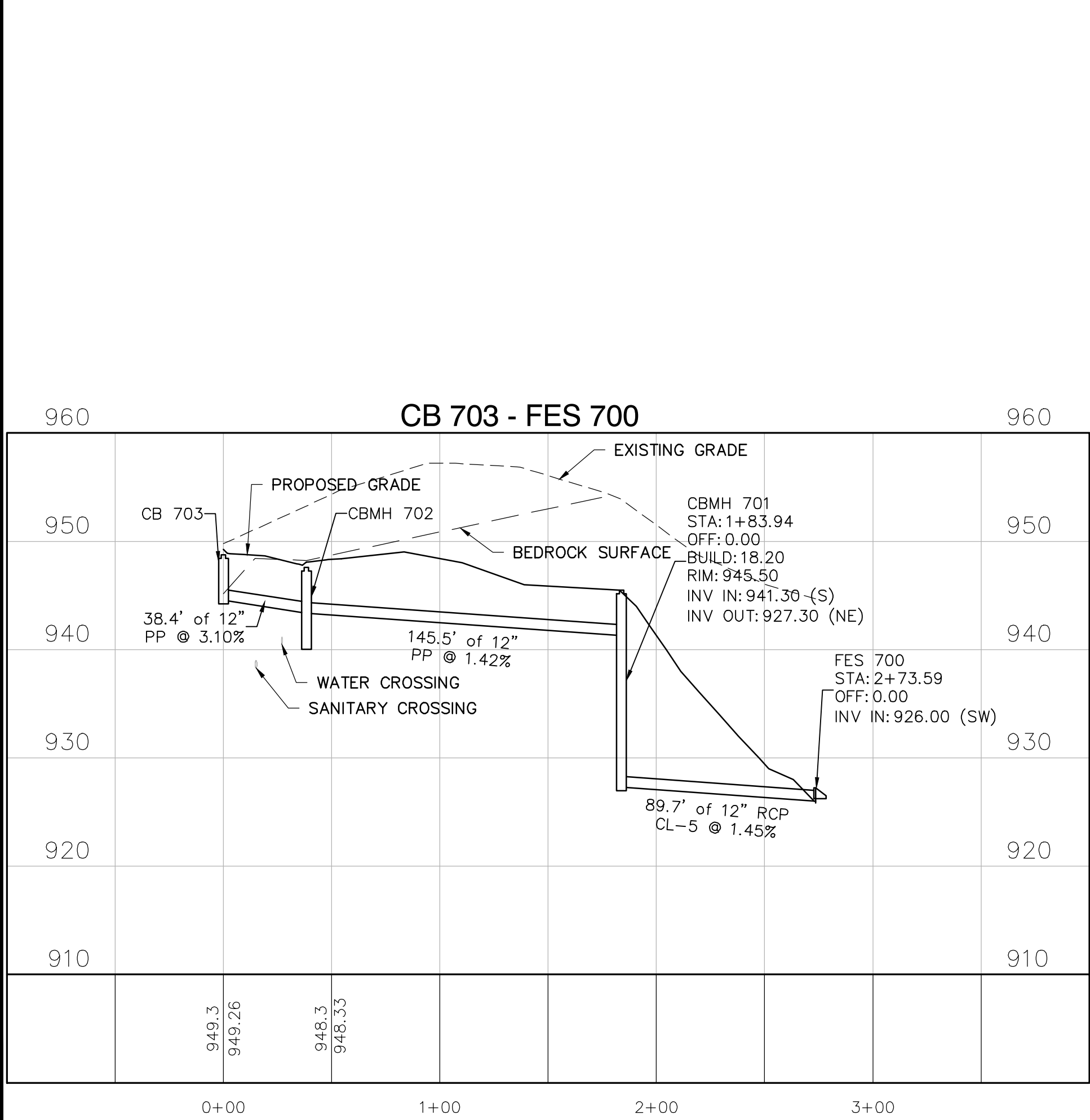
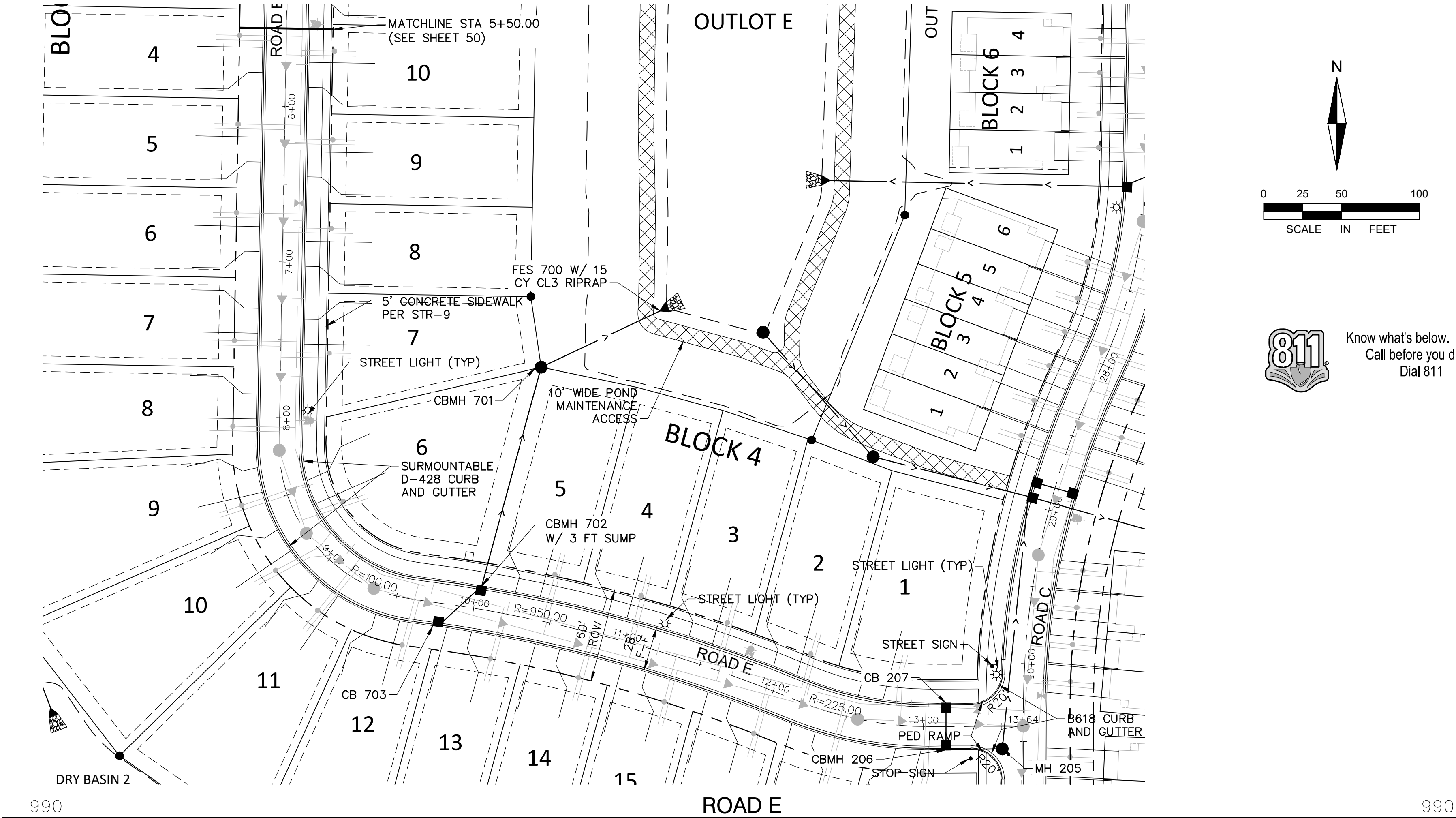
Sheet 50 of 67

STRUCTURE AND CASTING SCHEDULE					
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS	
700	12"	FES	STO-11		
701	48"	R-4342	STO-9	GREEN SPACE	
702	48"	R-3067-V	STO-6	3' SUMP	
703	2'x3'	R-3067-V	STO-7		
205	48"	R-1642	STO-3		
206	60"	R-3067-VB	STO-5		
207	48"	R-3067-VB	STO-7		

*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

GENERAL NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
- TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
- NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
- ALL CURB RADII ARE 20.67" MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
- REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
- REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



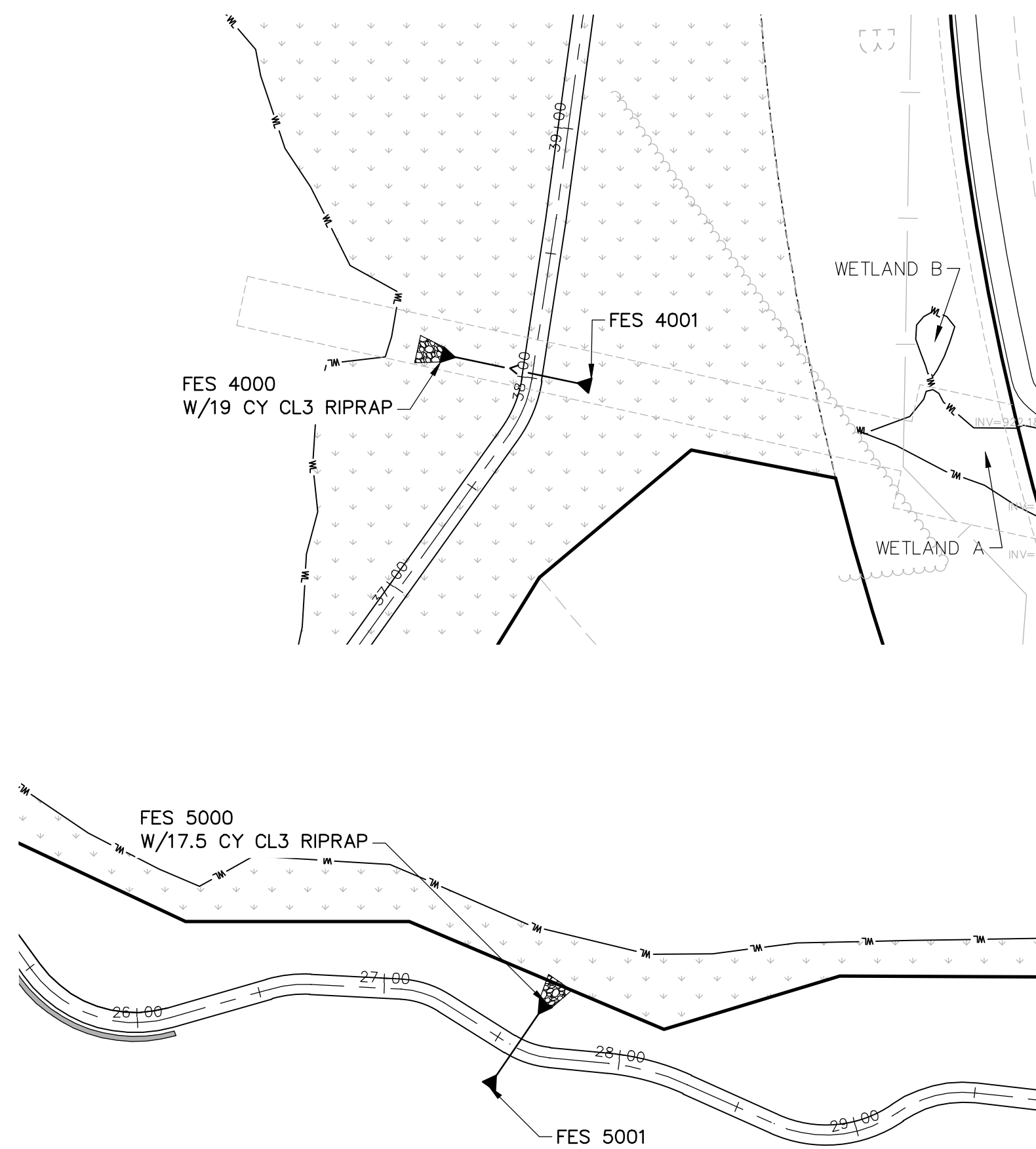
DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION
 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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
 Date: 6/16/25 License no.:

QA/QC CHECK
 By: Date:

PROJECT TEAM DATA
 Designed By: BJP
 Drafted By: ELL, JDW, TAS, BJP, TMA, DMS
 Project No.: 4000367-00

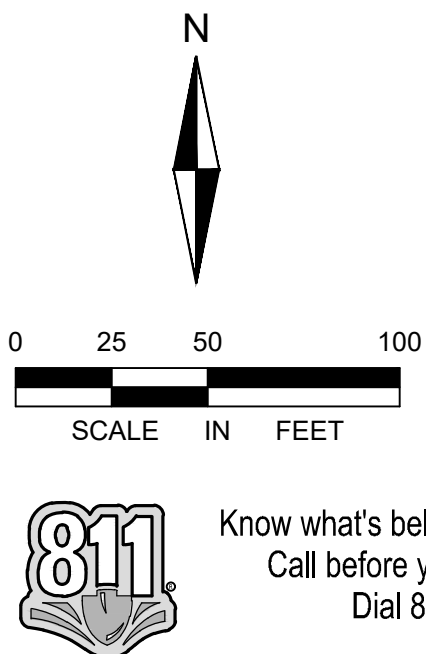
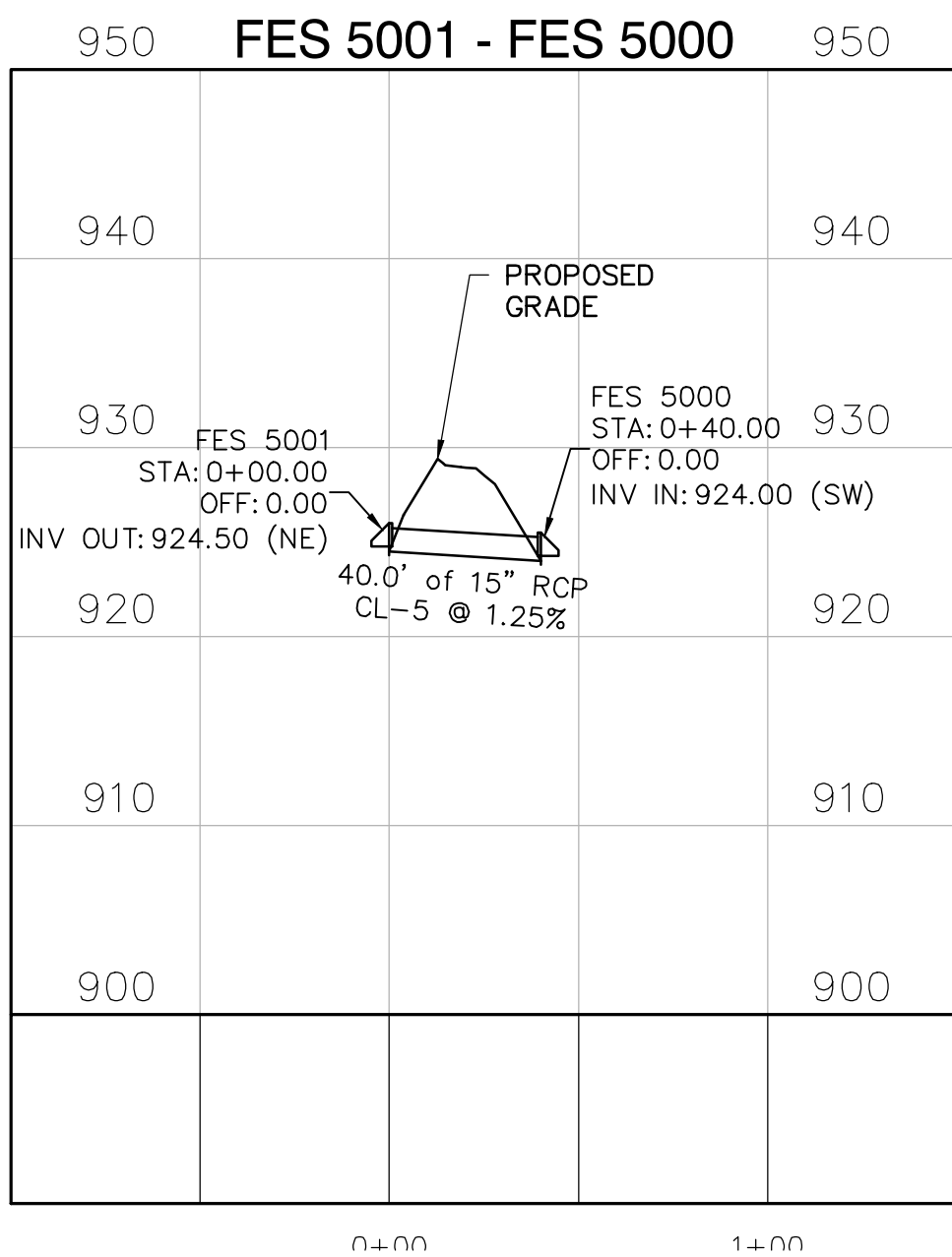
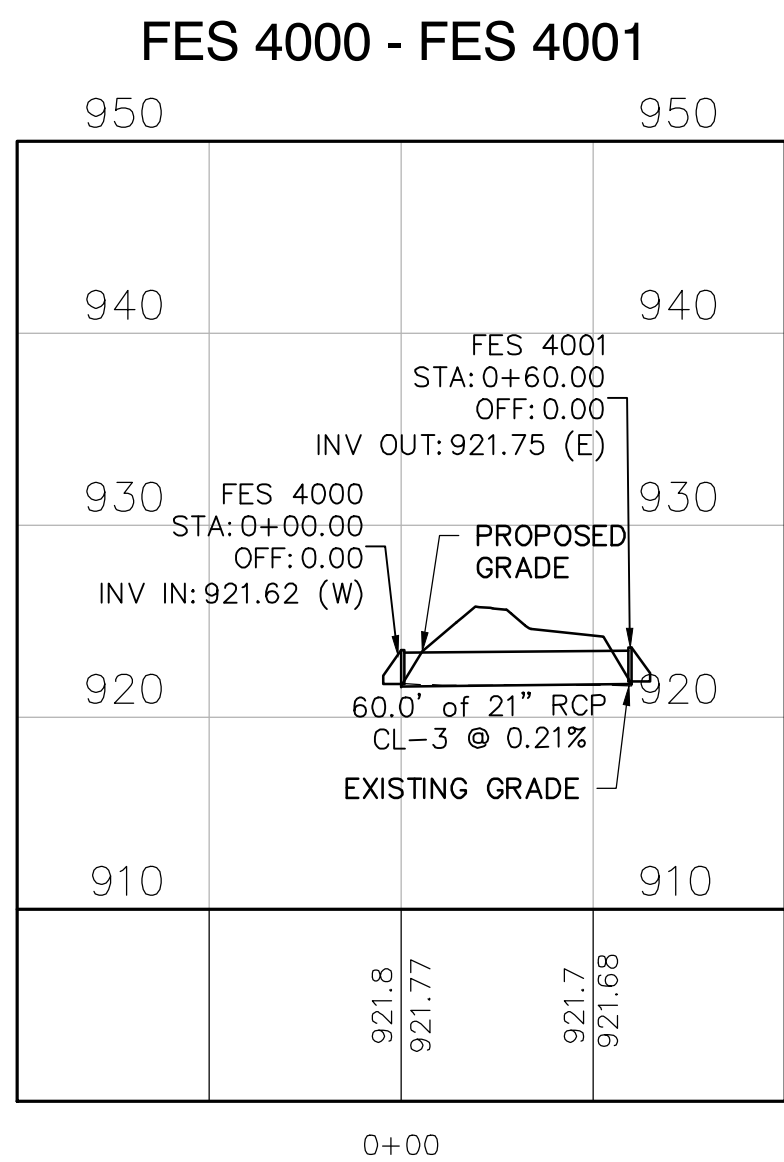
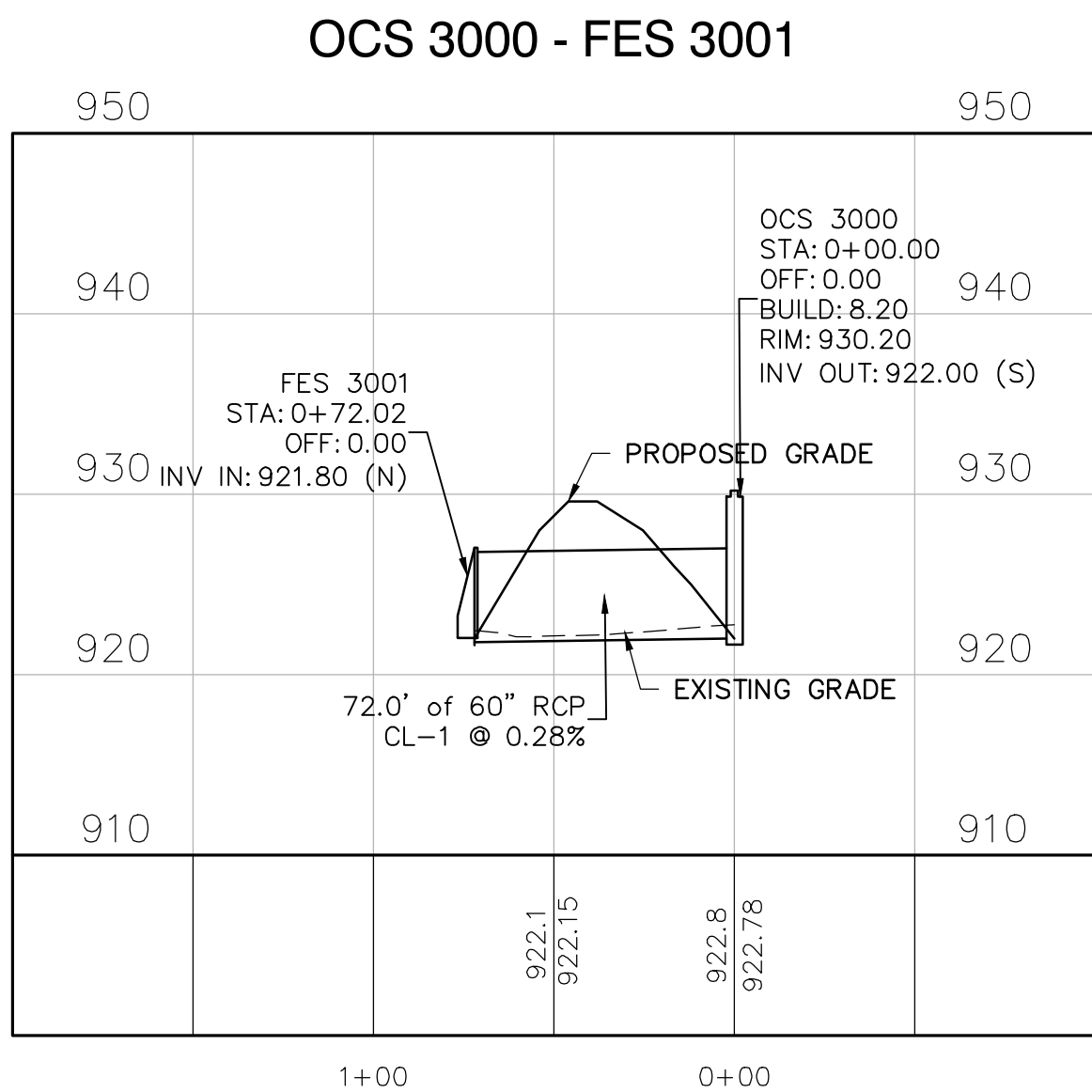


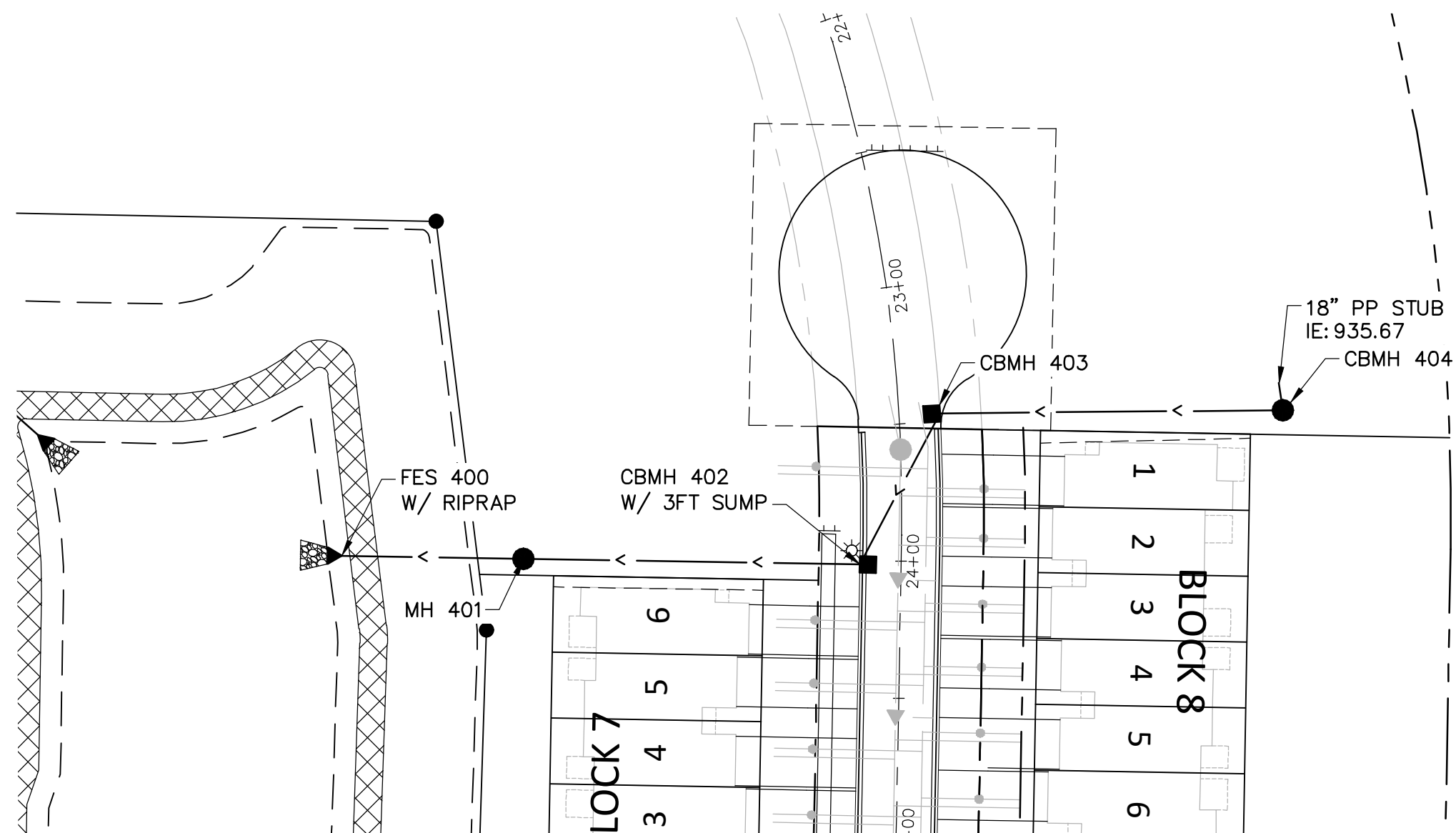
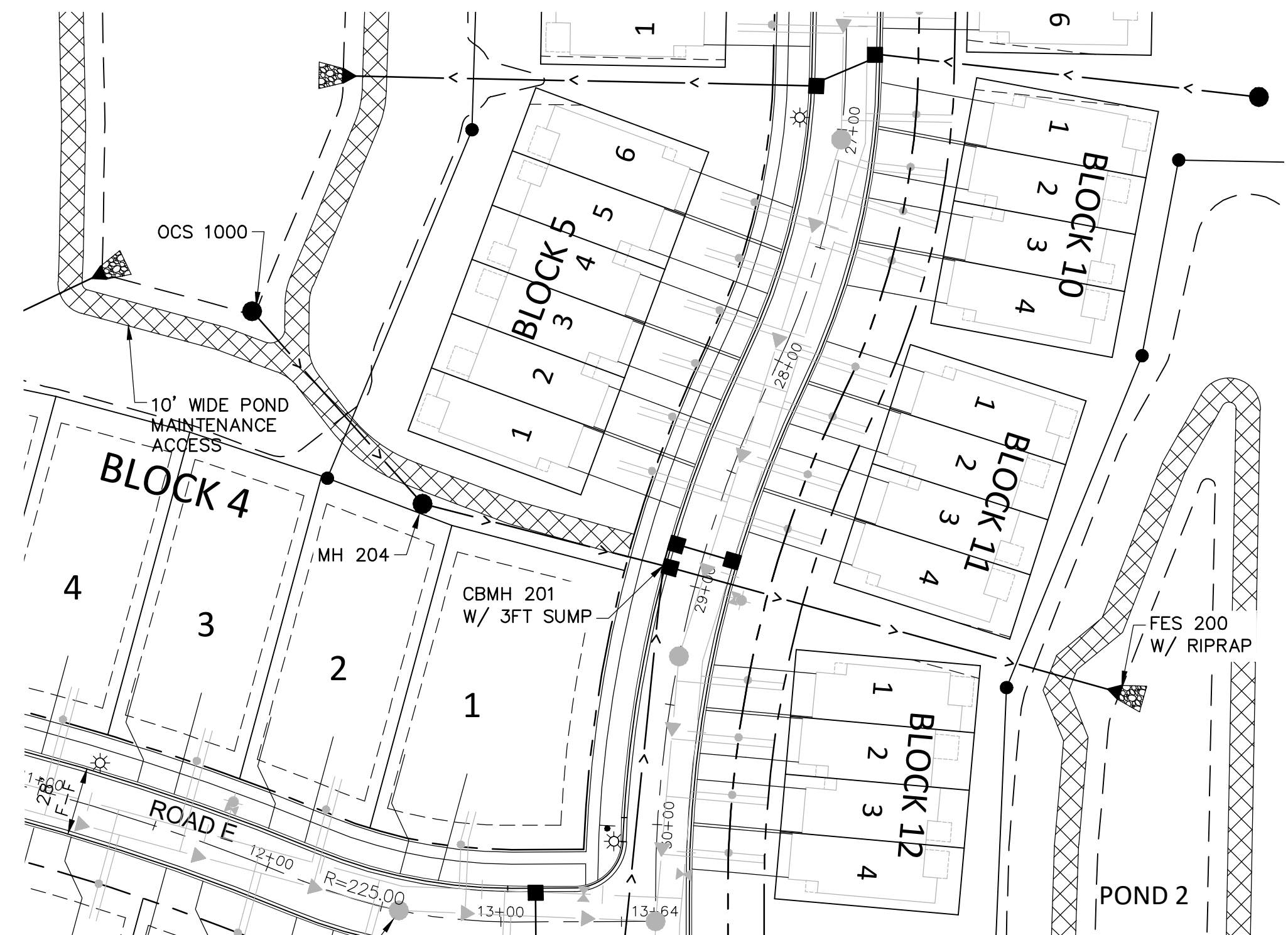
STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
1100	72"	GRATE	STO-23	
1101	42"	FES	STO-11	
3000	72"	GRATE	STO-23	
3001	60"	FES	STO-11	
4000	21"	FES	STO-11	
4001	21"	FES	STO-11	
5000	15"	FES	STO-11	
5001	15"	FES	STO-11	

*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
3. TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
4. NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
5. ALL CURB RADI ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
6. REFER TO SHEETS 54-55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
7. REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



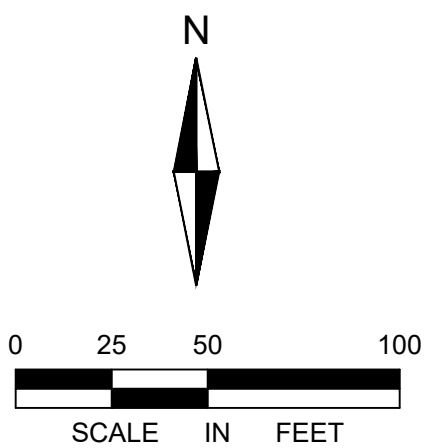
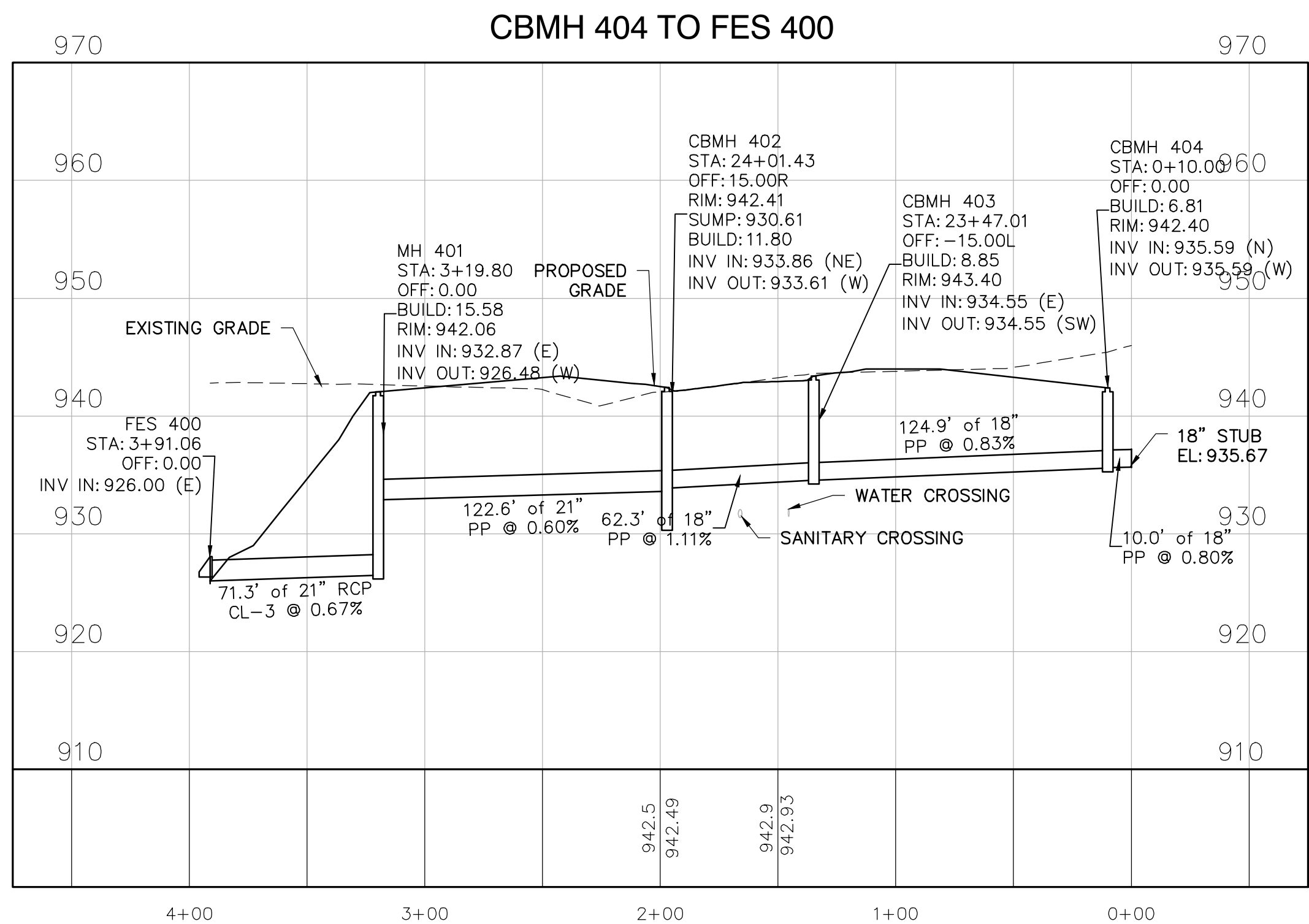
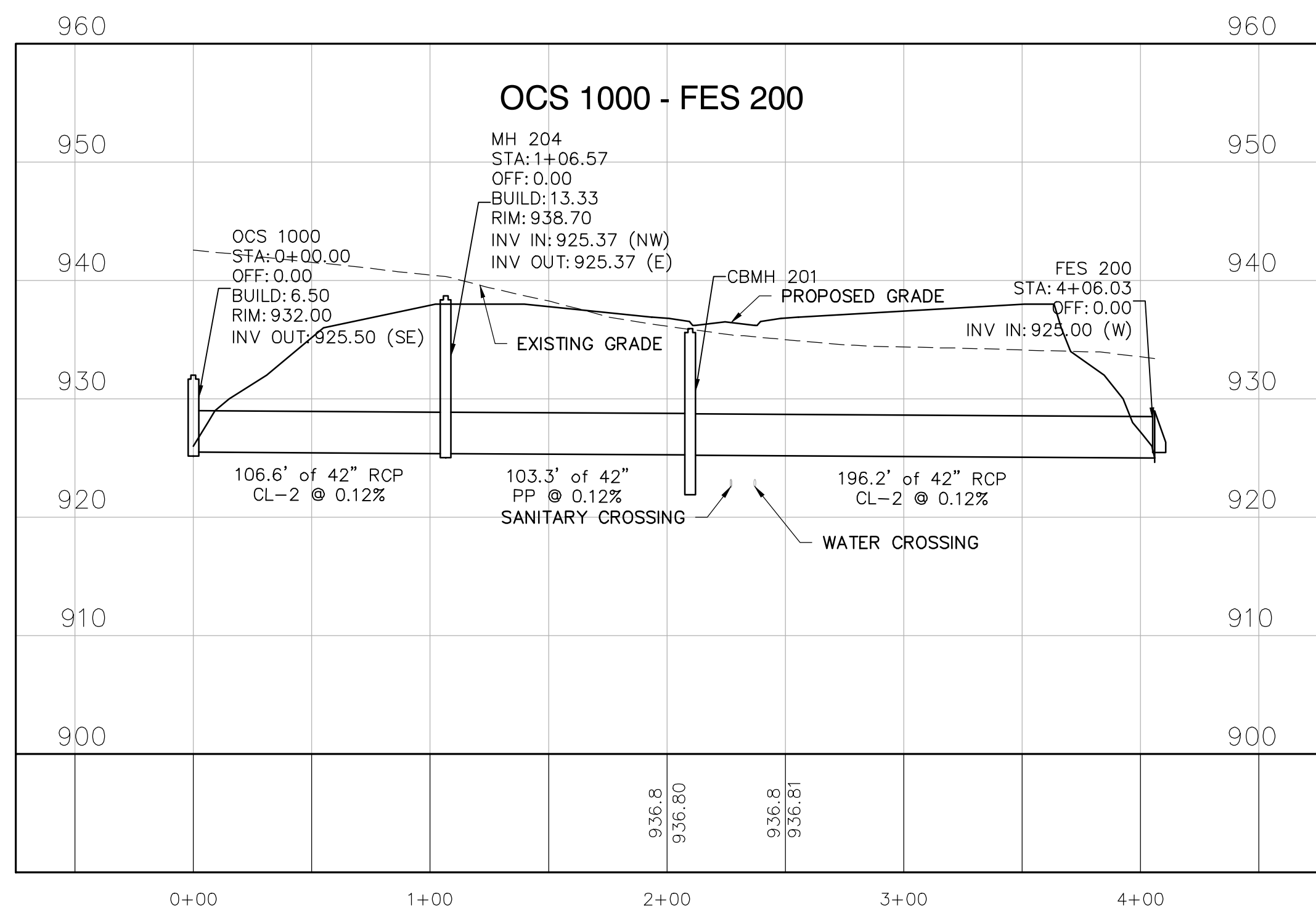


STRUCTURE AND CASTING SCHEDULE				
MH NO.	SIZE	CASTING*	CITY DETAIL #	SPECIAL COMMENTS
400	21"	FES	STO-11	
401	48"	R-1642	STO-3	GREEN SPACE
402	48"	R-3067-V	STO-6	3' SUMP
403	48"	R-3067-V	STO-5	
404	48"	R-4342	STO-9	GREEN SPACE
1000	72"	GRATE	STO-23	
204	60"	R-1642	STO-7	
201	60"	R-3067-VB	STO-6	3' SUMP
200	42"	FES	STO-11	

*NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

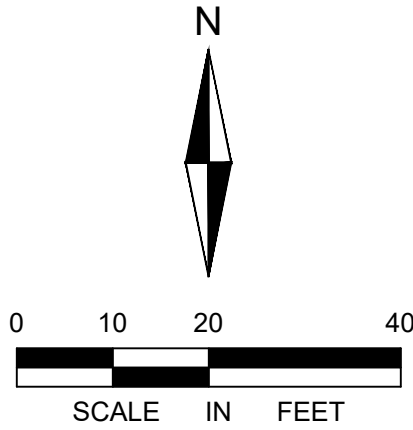
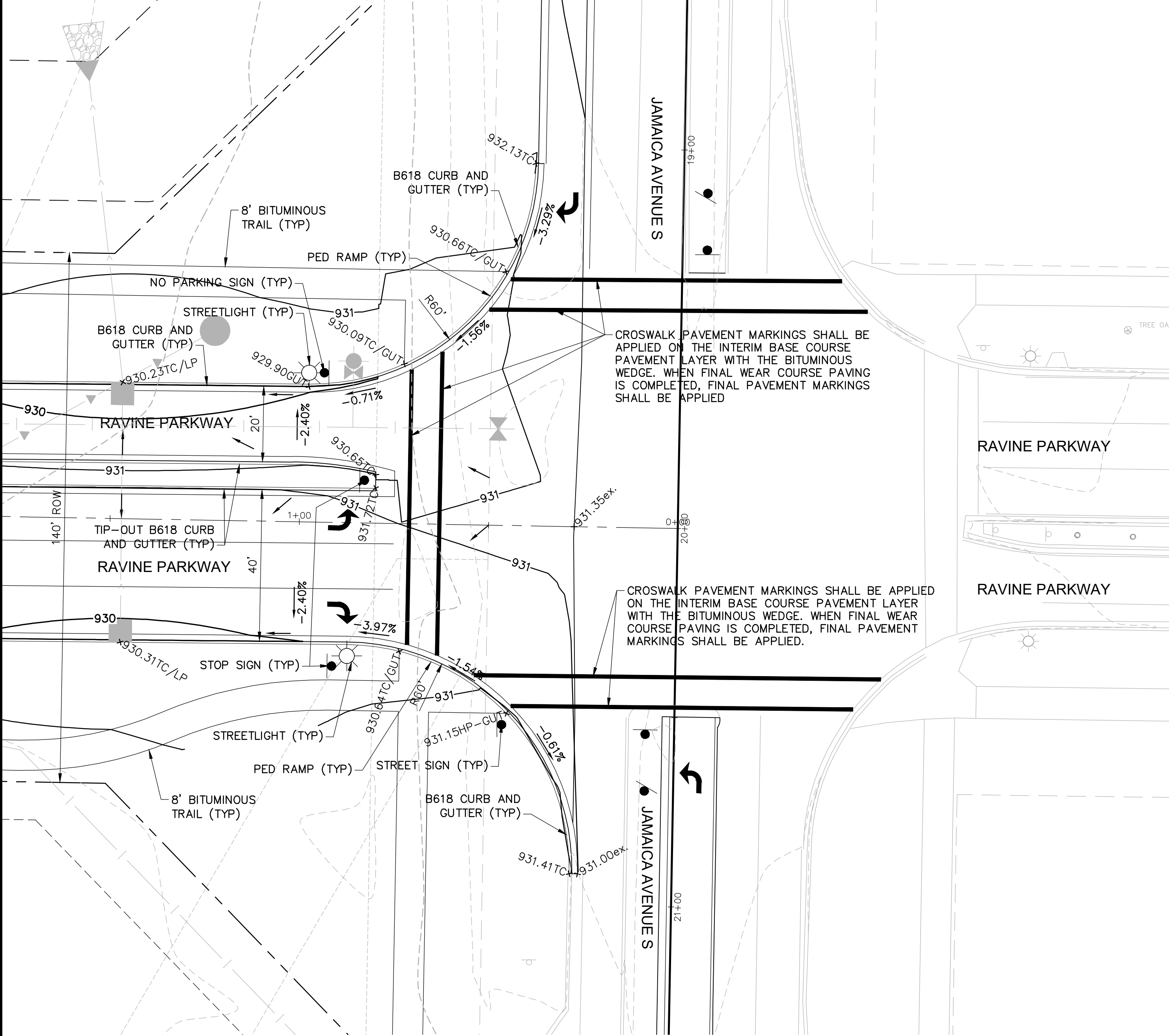
GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL STATIONING AND OFFSETS REFERENCE THE ADJACENT ALIGNMENT.
3. TYPICAL SECTION PROVIDED ON "SITE PLAN AND TYPICAL SECTION" SHEET 11.
4. NO 4" SUBGRADE DRAINTILE NEEDED UNLESS DETERMINED IN THE FIELD (ONLY IF CLAY SOILS ENCOUNTERED).
5. ALL CURB RADII ARE 20.67' MEASURED FROM FRONT OF CURB UNLESS OTHERWISE NOTED.
6. REFER TO SHEETS 54--55 FOR DESIGN DETAIL OF INTERSECTIONS AND PEDESTRIAN RAMPS, ETC.
7. REFER TO SHEET 56 FOR DETAILS ON SIGNAGE



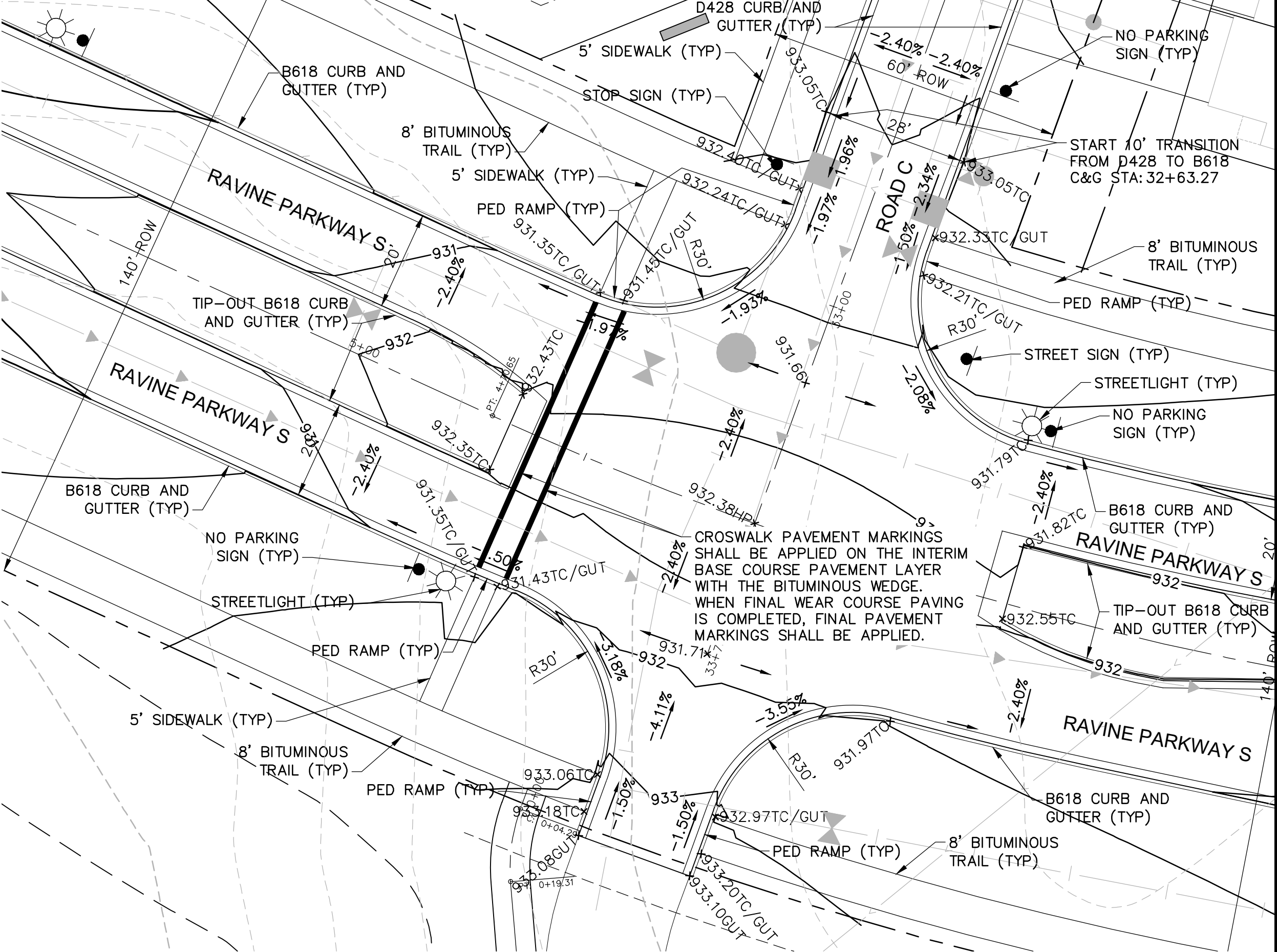
Know what's below.
Call before you dig.
Dial 811

JAMAICA AVENUE - RAVINE PARKWAY

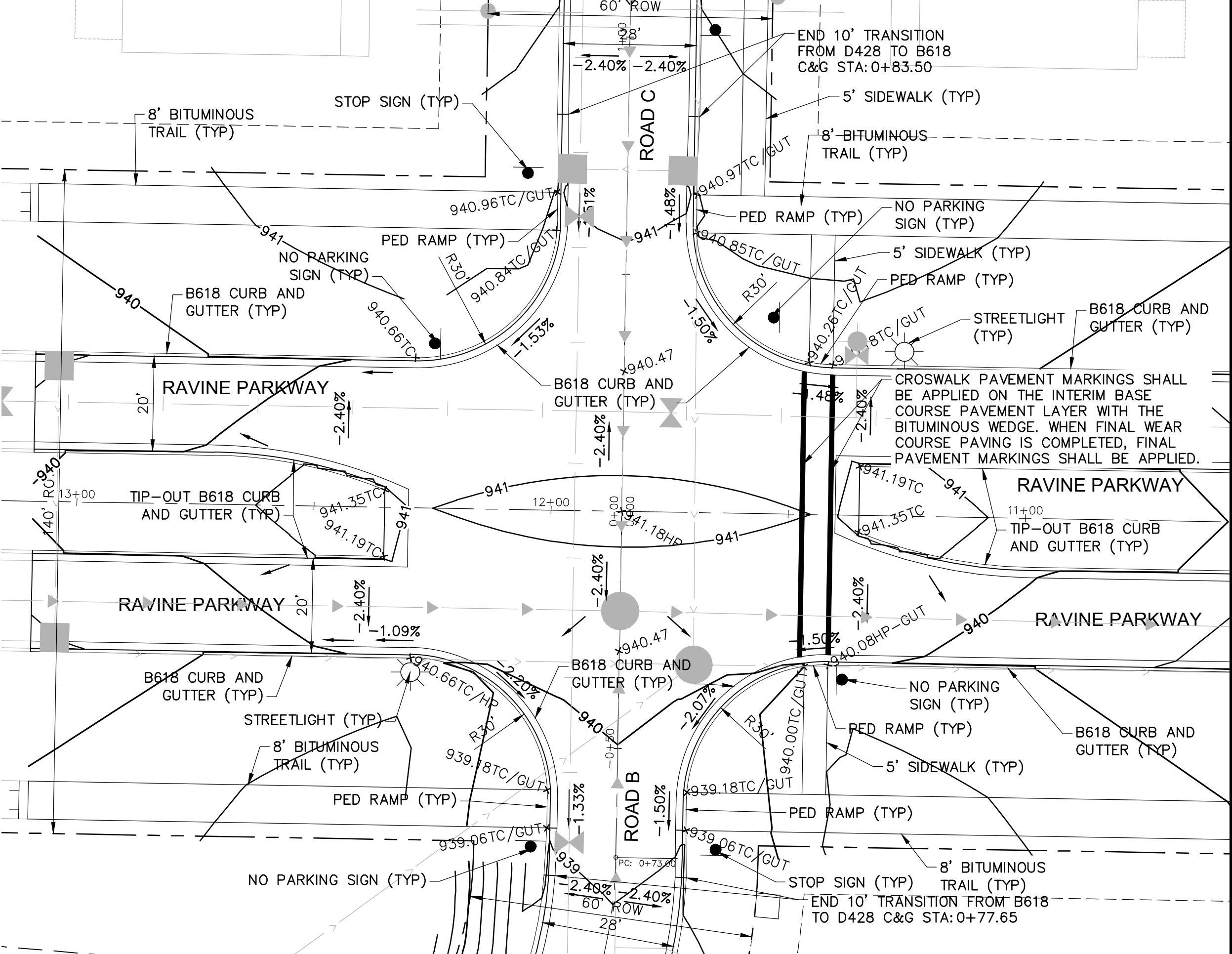


Know what's below.
Call before you dig.
Dial 811

RAVINE PARKWAY - ROAD C



RAVINE PARKWAY - ROAD B - ROAD C





ALLIANT
www.alliant-inc.com



**Pulte
HOMES**



**RACHEL
DEVELOPMENT**

Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Street Intersection Details

DESCRIPTION	CITY SUBMITTAL
DATE	3-31-2025

CERTIFICATION
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.
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

QA/QC CHECK	
By	Date
PROJECT TEAM DATA	
Designed By:	BJP
Drafted By:	ELL, JDW, TAS, BJP, TMA
Project No.:	4000367-00



Cottage Grove, Minnesota

Final Plat - Phase 1

CERTIFICATION	
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 Civil Engineer under the laws of the State of Tennessee.	
By _____ Bea Brazzoli	61668
Date _____	License no. _____

By _____ Date _____

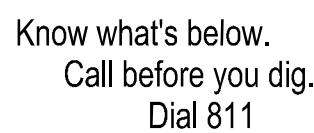
PROJECT TEAM DATA

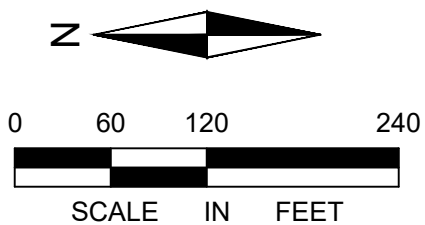
Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

Sheet 55 of 67



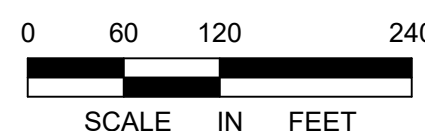
[illegible]

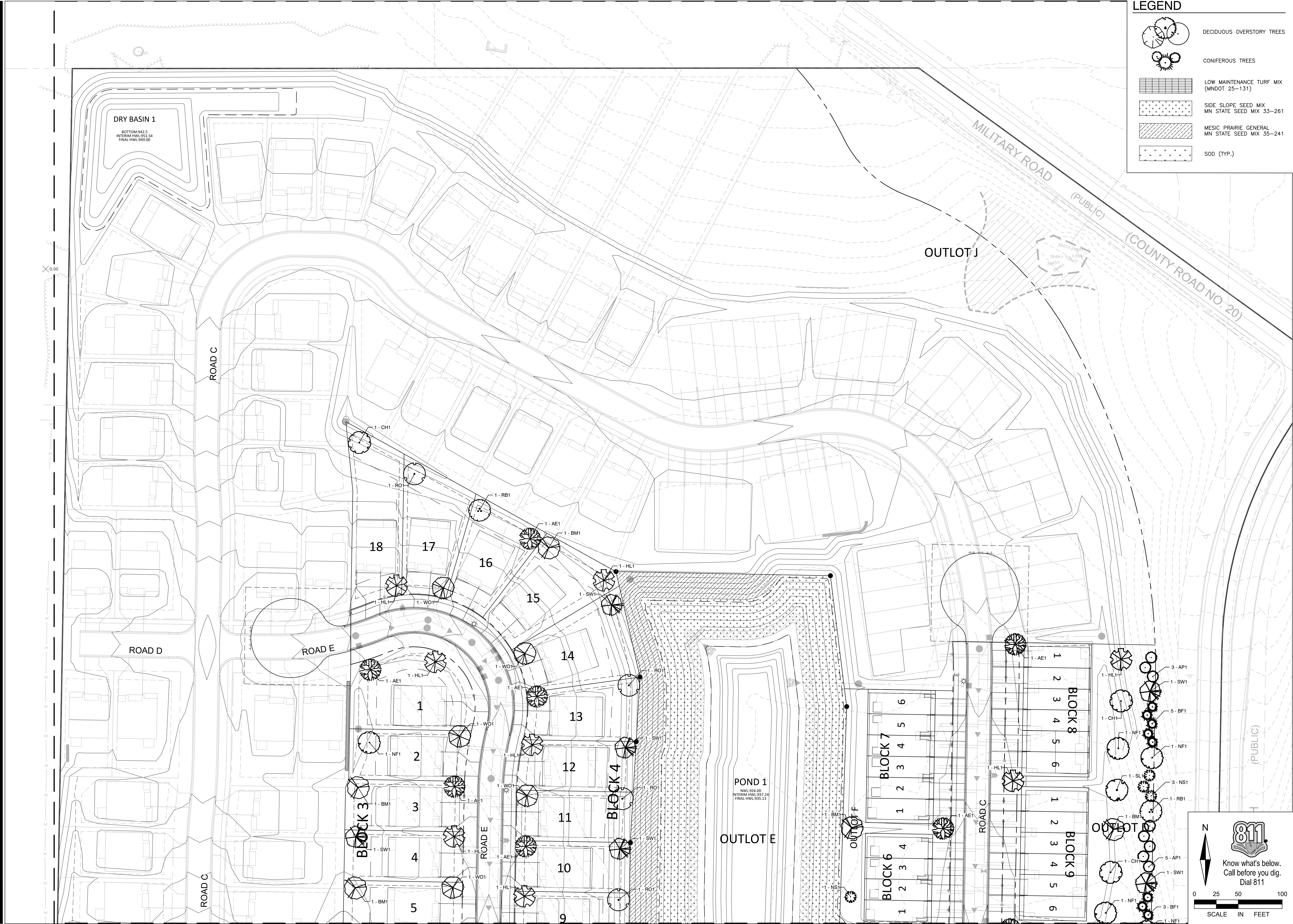


Cottage Grove, Minnesota

DATE	3-31-2025
------	-----------

Sheet 58 of 67





LEGEND

- DECIDUOUS OVERSTORY TREES
- CONIFEROUS TREES
- LOW MAINTENANCE TURF MIX (MNDOT 25-131)
- SIDE SLOPE SEED MIX MN STATE SEED MIX 33-261
- MESIC PRAIRIE GENERAL MN STATE SEED MIX 35-241
- SOD (TYP.)

ALLIANT
www.alliant-inc.com

Pulte HOMES

RACHEL DEVELOPMENT

Lochridge
Cottage Grove, Minnesota

Final Plat - Phase 1
Landscaping Plan - View A

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 Landscape Architect in the State of Minnesota.

For Review Only
PRELIMINARY
NOT FOR CONSTRUCTION

Date: 3/31/2025 License no. 59233

QA/QC CHECK

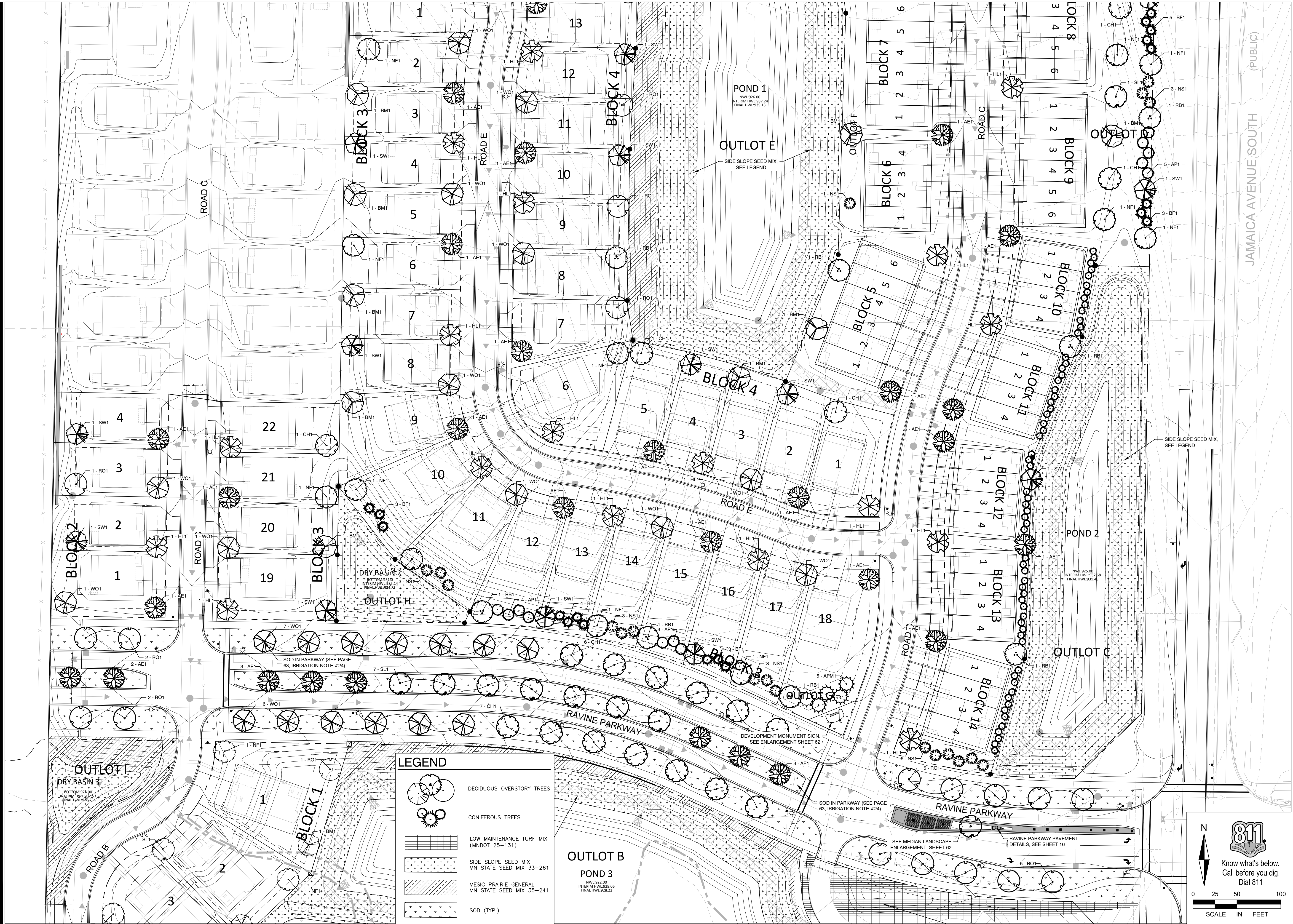
By: _____ Date: _____

PROJECT TEAM DATA

Designed By: JG
Drafted By: SRM, TM
Project No.: 4000367-00

811
Know what's below.
Call before you dig.
Dial 811

0 25 50 100
SCALE IN FEET





ALLIANT
www.alliant-inc.com



Pulte
HOMES



RACHEL
DEVELOPMENT

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Landscaping Plan - View B

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 Landscape Architect in the State of Minnesota.

59233

License no.

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

Designed By: JG

Drafted By: SRM, TM

Project No.: 4000367-00



Know what's below.
Call before you dig.
Dial 811



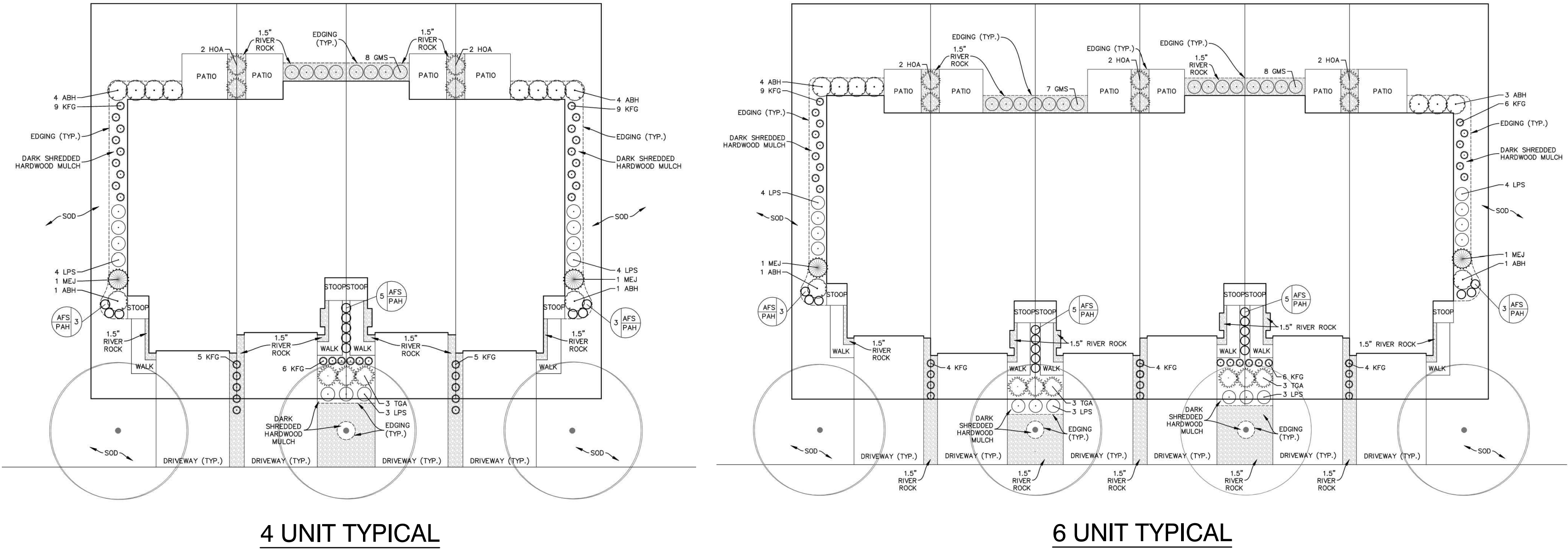
0 25 50 100
SCALE IN FEET

60

Sheet 60 of 67

File Location: X:\4000367-00\01\40 Design\01 Sheets - Phase 1\LANDSCAPE.dwg, Plotted By: Jacob Wroblewski on March 31, 2025 5:01 PM

TYPICAL 4 & 6 UNIT TOWNHOME LANDSCAPE:

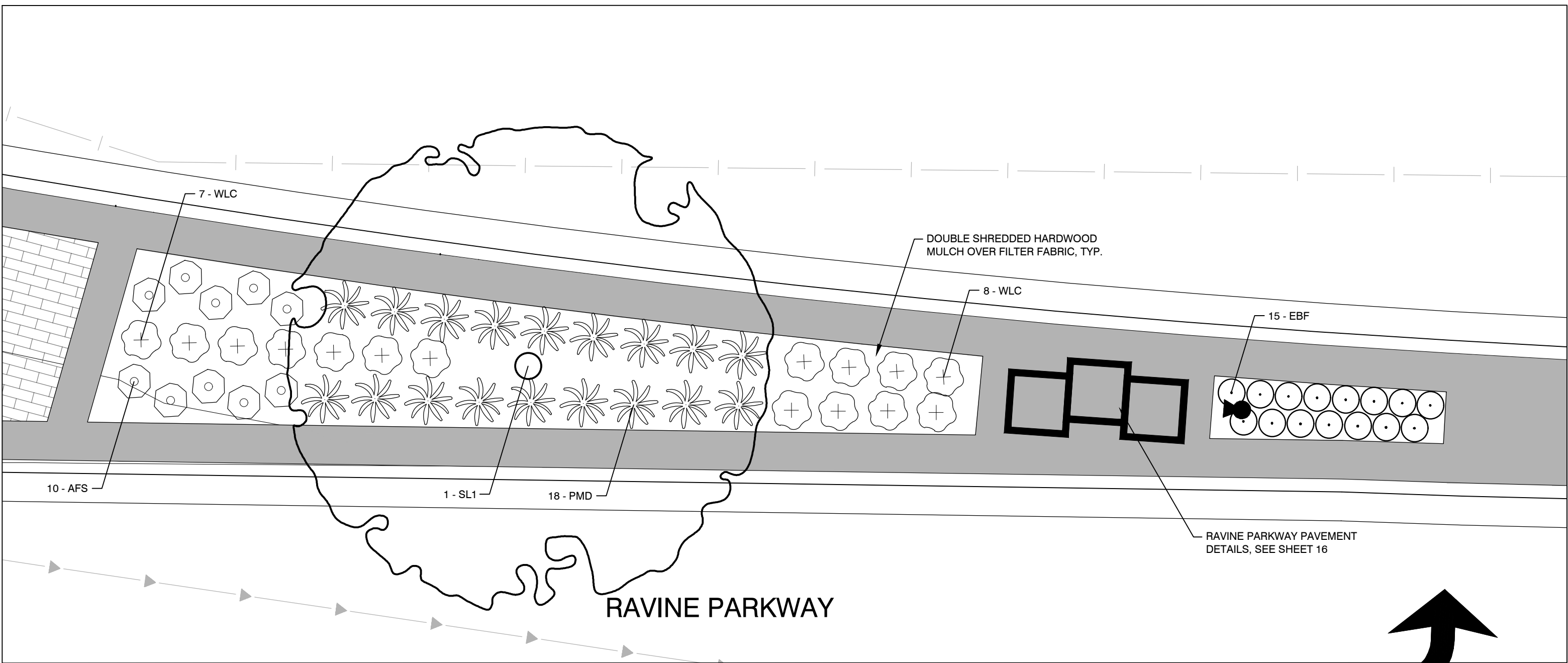


TOWNHOME LANDSCAPE SCHEDULE:

#4 UNIT	#6 UNIT	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
SHRUBS					
4	6	HOA	Holmstrup Arborvitae Thuja occidentalis 'Holmstrup'	#5 Gal. Cont.	4'-0" O.C. Spacing
2	2	MEJ	Medora Juniper Juniperus scopulorum 'Medora'	#5 Gal. Cont.	As Shown
3	6	TGA	Techny Globe Arborvitae Thuja occidentalis 'Techny Globe'	#5 Gal. Cont.	4'-0" O.C. Spacing
8	15	GMS	Goldmound Spiraea Spiraea x 'Goldmound'	#5 Gal. Cont.	4'-0" O.C. Spacing
11	14	LPS	Little Princess Spiraea Spiraea japonica 'Little Princess'	#1 Gal. Cont.	3'-6" O.C. Spacing
28	43	TOTAL SHRUBS			
PERENNIALS					
10	9	ABH	Annabelle Hydrangea Hydrangea arborescens 'Annabelle'	#5 Gal. Cont.	4'-0" O.C. Spacing
34	33	KFG	Karl Forester Grass Calamagrostis x acutiflora 'Karl Forester'	#1 Gal. Cont.	24" O.C. Spacing
11	16	AFS	Autumn Fire Sedum Sedum x 'Autumn Fire'	#1 Gal. Cont.	24" O.C. Spacing
55	58	TOTAL PERENNIALS			
Note: Quantities on plan supercedes schedule in event of discrepancy					

Note: Quantities on plan supercedes schedule in event of discrepancy

MEDIAN PLANTING ENLARGEMENT

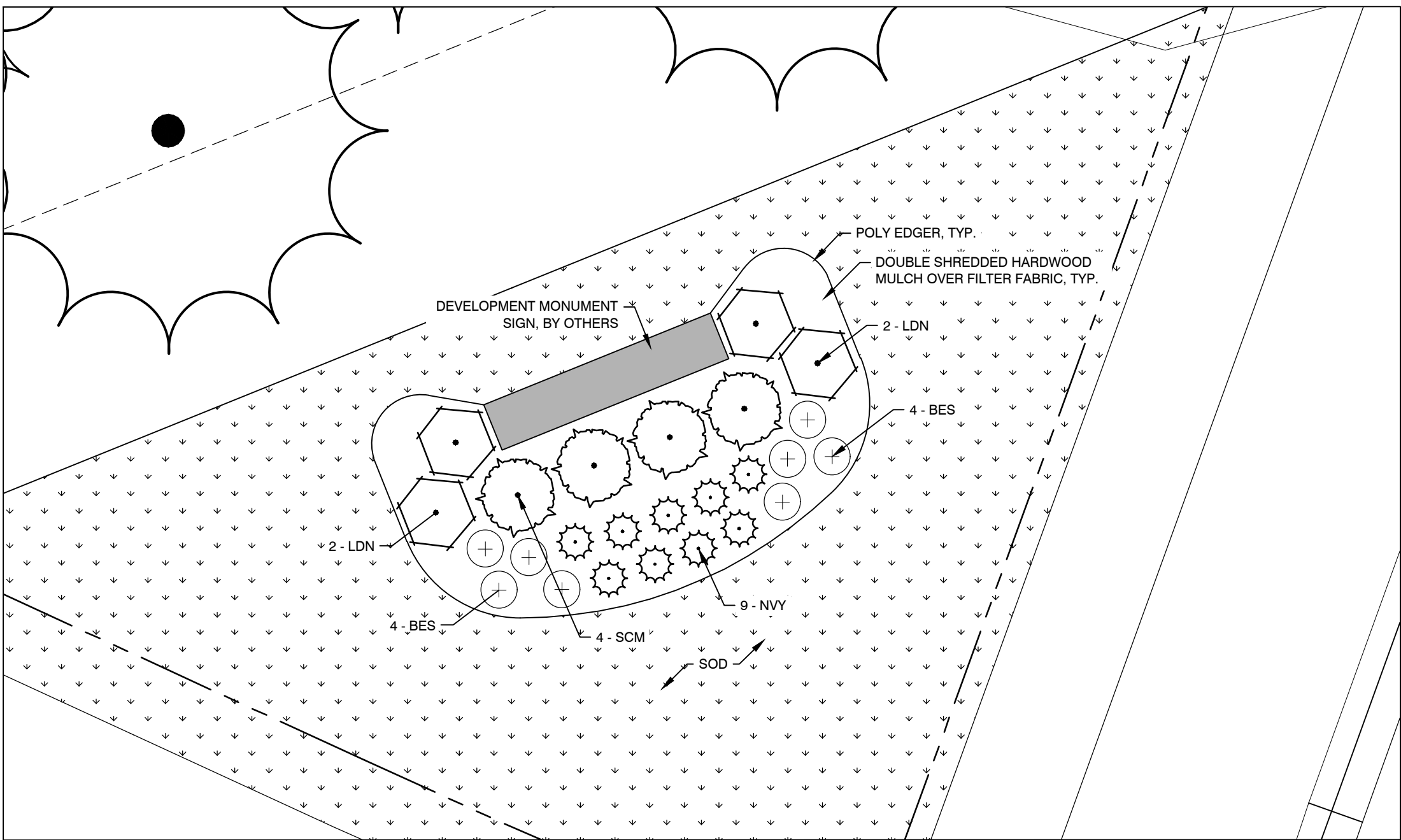


MEDIAN PLANTING SCHEDULE

#	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
PERENNIALS				
15	EBF	Elijah Blue Fescue Festuca ovina 'Elijah Blue'	#1 Gal. Cont.	12" O.C. Spacing
15	CM	Walker's Low Catmint Nepeta mussinii 'Walker Low'	#1 Gal. Cont.	24" O.C. Spacing
10	AFS	Autumn Fire Sedum Sedum x 'Autumn Fire'	#1 Gal. Cont.	24" O.C. Spacing
18	ORO	Stella Day Oro Daylily Hemerocallis x 'Stella de Oro'	#1 Gal. Cont.	24" O.C. Spacing
58	TOTAL PERENNIALS			

Note: Quantities on plan supercedes schedule in event of discrepancy

MONUMENT PLANTING ENLARGEMENT



MONUMENT PLANTING SCHEDULE

#	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
SHRUBS				
4	LDN	Little Devil Ninebark Physocarpus opulifolius 'Donna May'	#5 Gal. Cont.	Min. 18" Ht.
4	SCM	Sherwood Compact Mugo Pine Pinus mugo 'Sherwood Compact'	#5 Gal. Cont.	Min. 18" Ht.
8	TOTAL SHRUBS			
PERENNIALS				
9	NVY	New Vintage White Common Yarrow Achillea millefolium 'Balvinwhite'	#1 Gal. Cont.	
8	BES	Black-eyed Susan Rudbeckia speciosa	#1 Gal. Cont.	
17	TOTAL PERENNIALS			
Note: Quantities on plan supercedes schedule in event of discrepancy				

Note: Quantities on plan supercedes schedule in event of discrepancy



Lochridge
Cottage Grove, Minnesota
Final Plat - Phase 1
Ravine Pkwy Enlargement & Details

DESCRIPTION	CITY SUBMITTAL
DATE	3-31-2025
CERTIFICATION	
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 Landscape Architect in the State of Minnesota.	
Signature	59233
Date	License no.
QA/QC CHECK	
By	Date
PROJECT TEAM DATA	
Designed By:	JG
Drafted By:	SRM, TM
Project No.:	4000367-00



Know what's below.
Call before you dig.
Dial 811

LANDSCAPE REQUIREMENTS:

- * TOWNHOUSE: 1 OVERSTORY/40' LF SITE PERIMETER (WITH 1 OVERSTORY TREE ADJACENT TO THE FRONT CORNERS OF EACH BUILDING)
 * 5 SHRUBS PER UNIT TO BE PROVIDED WITH CONSTRUCTION
 * 57.5' LOTS: 2 YARD TREES (WITH 1 TREE IN FRONT YARD), 10 SHRUBS PER UNIT TO BE PROVIDED WITH CONSTRUCTION
 * 70' LOTS: 3 YARD TREES (WITH 1 TREE IN FRONT YARD), 10 SHRUBS PER UNIT TO BE PROVIDED WITH CONSTRUCTION
 * 50' AVERAGE, 30' MINIMUM YEAR-ROUND BUFFER OF 50% OPACITY REQUIRED IN REAR YARDS FOR OUTLOT E ADJACENT TO JAMAICA AVE. S AND MILITARY AVE.) BLOCK 4 LOTS 23-30

LOT TYPE:	OVERALL:	PHASE 1:
TOWNHOUSE (1/40 LF)	177 TREES REQ'D (7,062 LF) 194 TREES PROVIDED	86 TREES REQ'D (3,428 LF) 150 TREES PROVIDED
57.5' LOTS (2/LOT)	178 TREES REQ'D (89 LOTS) 178 TREES PROVIDED	88 TREES REQ'D (44 LOTS) 88 TREES PROVIDED
70' LOTS (3/LOT)	30 TREES REQ'D (10 LOTS) 30 TREES PROVIDED	30 TREES REQ'D (10 LOTS) 30 TREES PROVIDED

RAVINE PARKWAY PROVIDED: 56 TREES

TOTAL REQUIRED	385 TREES	204 TREES
TOTAL PROVIDED	458 TREES	262 TREES

LOW MAINTENANCE TURF MIX: MNDOT 25-131

SEEDING RATE TO BE 220 LBS/ACRE (PURE LIVE SEED)

MESIC PRAIRIE MIX; MN STATE 35-241 MESIC PRAIRIE GENERAL.
SEEDING RATE TO BE 36.5 LBS/ACRE (PURE LIVE SEED).

SIDE-SLOPE SEED MIX: MN STATE 33-261 STORMWATER SOUTH & WEST.
SEEDING RATE TO BE 44 LBS/ACRE (PURE LIVE SEED).

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH Mn/DOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 15 - JULY 20 OR SEPTEMBER 20 - FREEZE UP. IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACER. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR

MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEED, REFERTILIZED AND REMULCHED WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

#	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES	MITIGATION INCHES
OVERSTORY TREES					
32	AE1	Accolade Elm Ulmus Japonica x wilsoniana 'Morton'	2.5" Cal. B&B	Straight Trunk, No V-Crotch	80
33	BM1	Burgundy Belle Maple Acer rubrum 'Magnificient Magenta'	2.5" Cal. B&B	Straight Trunk, No V-Crotch	33
21	CH1	Common Hackberry Celtis occidentalis	2.5" Cal. B&B	Straight Trunk, No V-Crotch	53
22	HL1	Skyline Honey Locust Gleditsia triacanthos inermis 'Skycole'	2.5" Cal. B&B	Straight Trunk, No V-Crotch	55
17	NF1	Northern Flare Sugar Maple Acer saccharum 'Sisseton'	2.5" Cal. B&B	Straight Trunk, No V-Crotch	43
13	RB1	River Birch Betula nigra	6' Ht. B&B	Clump Form	33
25	RO1	Red Oak Quercus Rubra	2.5" Cal. B&B	Straight Trunk, No V-Crotch	63
15	SL1	Sentry Linden Tilia americana 'McKsentry'	2.5" Cal. B&B	Straight Trunk, No V-Crotch	38
20	SW1	Swamp White Oak Quercus bicolor	2.5" Cal. B&B	Straight Trunk, No V-Crotch	50
27	WO1	White Oak Quercus alba	2.5" Cal. B&B	Straight Trunk, No V-Crotch	68
205	TOTAL OVERSTORY TREES				516
CONIFER TREES					
15	AP1	Austrian Pine Pinus nigra	6' Ht. B&B	Straight Trunk, No V-Crotch	38
5	APM1	Austrian Pine Pinus nigra	10' Ht. B&B	Straight Trunk, No V-Crotch	16
18	BF1	Balsam Fir Abies balsamea	6' Ht. B&B	Straight Trunk, No V-Crotch	45
19	NS1	Norway Spruce Picea abies	6' Ht. B&B	Straight Trunk, No V-Crotch	48
57	TOTAL CONIFER TREES				147
SHRUBS					
62	TGA	Techny Globe Arborvitae Thuja occidentalis 'Techny Globe'	4' Ht. B&B	Straight Trunk, No V-Crotch	124
324	TOTAL TREES				787

Note: Quantities on plan supersedes schedule in event of discrepancy

Note: Quantities on plan supercedes schedule in event of discrepancy

1. DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5 FT OFF ANY UTILITY PIPE

1. DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5 FT OFF ANY UTILITY PIPE.
2. CONIFEROUS TREES SHOULD BE LOCATED A MINIMUM OF 15 FT OFF ANY UTILITY PIPE.
3. NO TREE SHOULD BE LOCATED WITHIN 10 FT OF A HYDRANT OR 15 FT FROM A STREETLIGHT.
4. NO TREES SHOULD BE LOCATED WITHIN A STORM POND HIGH WATER LEVEL (HWL).
5. NO TREES SHOULD BE LOCATED WITHIN A STORM POND'S 20 FT ACCESS ROUTE, AND NO CONIFEROUS TREES WITHIN 5 FT OF THE 20 FT POND ACCESS ROUTE.
6. NO CONIFEROUS TREES WITHIN 20 FT OF A PROPOSED SIDEWALK/TRAIL.
7. NO DECIDUOUS TREES WITHIN 5 FT OF SIDEWALK/TRAIL/DRIVEWAYS.
8. TREES SHOULD NOT BE PLANTED WITHIN DRAINAGE AND UTILITY EASEMENTS
9. TREES WITHIN CITY OUTLOTS SHOULD CONFORM TO THE APPROVED SPECIES LIST.
10. INSTALL 4" MIN TOP SOIL TO SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL 12" TOP SOIL TO PERENNIAL AND ANNUAL FLOWER AREAS.
11. STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. OWNERS REPRESENTATIVE TO APPROVE ALL STAKING PRIOR TO INSTALLATION.
12. ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER, TO BE BED MULCHED DOUBLE SHREDDED HARDWOOD MULCH OVER FILTER FABRIC, NATURAL COLOR, UNLESS SPECIFIED AS OTHER. POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL.
13. INSTALL 4-6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS. DO NOT PILE MULCH AGAINST THE BASE OF A PLANT OR TREE TRUNK; PULL THE MULCH FOUR INCHES AWAY FROM ROOT FLARE.
14. PLANT SOIL SHALL CONSIST OF 1:1:1, SELECT LOAMY TOPSOIL, PEAT MOSS, PIT RUN SAND.
15. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF TWO YEARS BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
16. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
17. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
18. CALL GOPHER STATE ONE CALL AT 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
19. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
20. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
21. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
22. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
23. LANDSCAPE CONTRACTOR SHALL INSTALL KENTUCKY BLUE GRASS SOD IN DENOTED AREAS INCLUDING ALL R.O.W. PER LOCAL INDUSTRY STANDARDS. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND HAVE STAGGERED JOINTS.
24. IRRIGATION TO BE PROVIDED FOR SOD IN RAVINE PARKWAY BOULEVARD. IRRIGATION SYSTEM TO BE OWNED AND MAINTAINED BY HOA.
25. SUPPLY DESIGN AND INSTALLATION FOR NEW WATER EFFICIENT IRRIGATION SYSTEM. DESIGN SYSTEM INCLUDING CONTROLS, ELECTRICAL AND WATER SERVICE CONNECTIONS WITH 100% COVERAGE OF NEW SOD, LANDSCAPE ISLANDS AND PLANTING AREAS. SOD, SEED AND SHRUB AREAS TO BE ON SEPARATE ZONES. EXCESS WATER SHALL NOT COME IN CONTACT WITH BUILDINGS OR SIDEWALKS. THE IRRIGATION SYSTEM SHALL HAVE A RAIN/FREEZE SENSOR SHUTOFF. USE RAINDRIB OR APPROVED EQUAL COORDINATE WITH G.C. AND WORK OF OTHER SECTION.
26. CITY STANDARD SPECIFICATION SHALL GOVERN FOR ALL IMPROVEMENTS ON PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY.

Diagram illustrating the planting hole specifications for a tree:

- SET TREE PLUMB AND MAINTAIN THROUGHOUT WARRANTY PERIOD.
- EACH TREE MUST BE PLANTED SUCH THAT THE ROOT FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL.
- MULCH AS SPECIFIED, DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. PLACE MULCH WITHIN 48 HOURS PLANTING. CONSTRUCT PLANTING HOLE AS SPECIFIED.
- 4" TO 12" DEEPER THAN ROOTBALL.
- TAMP SOIL AROUND BASE OF ROOT BALL FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT. PLACE ROOT BALL ON FIRM UNCAVATED OR TAMPED SOIL.
- REMOVE WIRE AND BURLAP AS SPECIFIED. REMOVE ALL TWINE FROM ROOT BALL.

NOTES:

1. STAKE TREES ONLY AS SPECIFIED AT THE DIRECTION OF LANDSCAPE ARCHITECT
2. WRAP TREE TRUNKS ONLY AS SPECIFIED AT THE DIRECTION OF LANDSCAPE ARCHITECT.

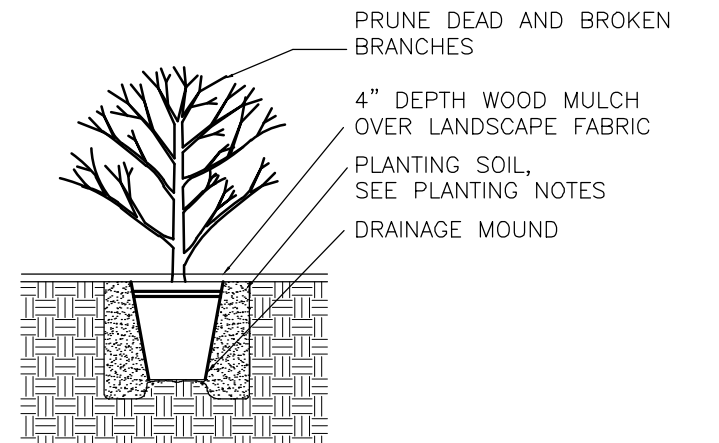
Cottage Grove
Planting and Property Care

STANDARD DETAILS
 TYPICAL EVERGREEN TREE
 PLANTING

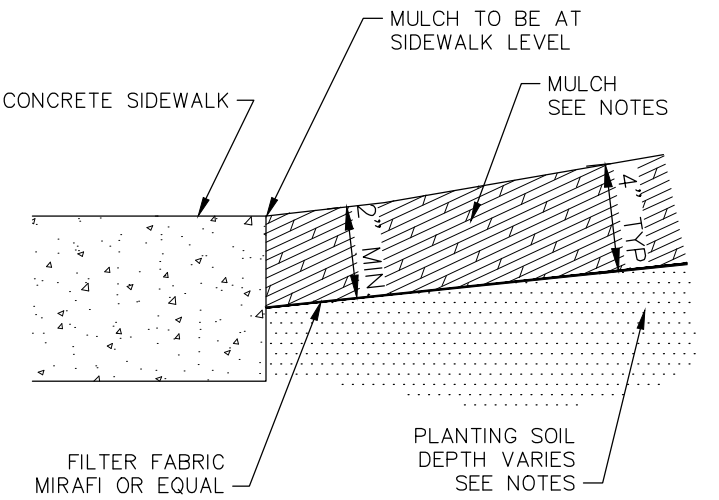
COTTAGE GROVE, MINNESOTA

JANUARY 2024

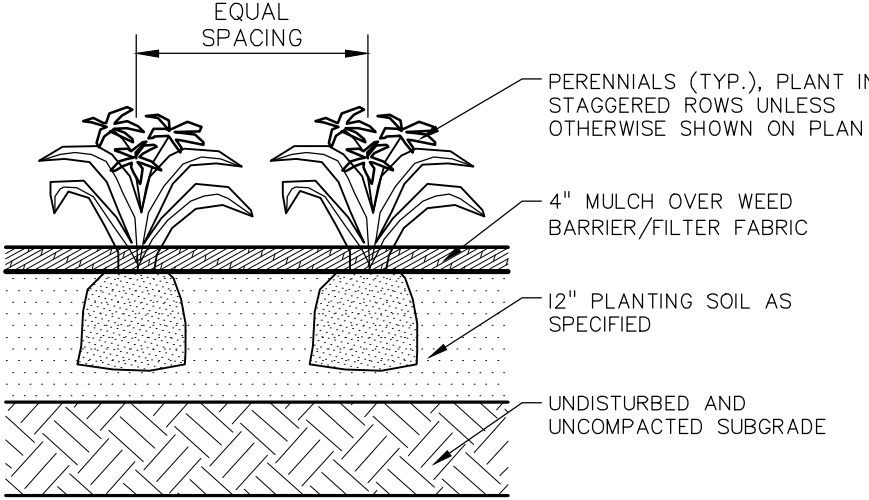
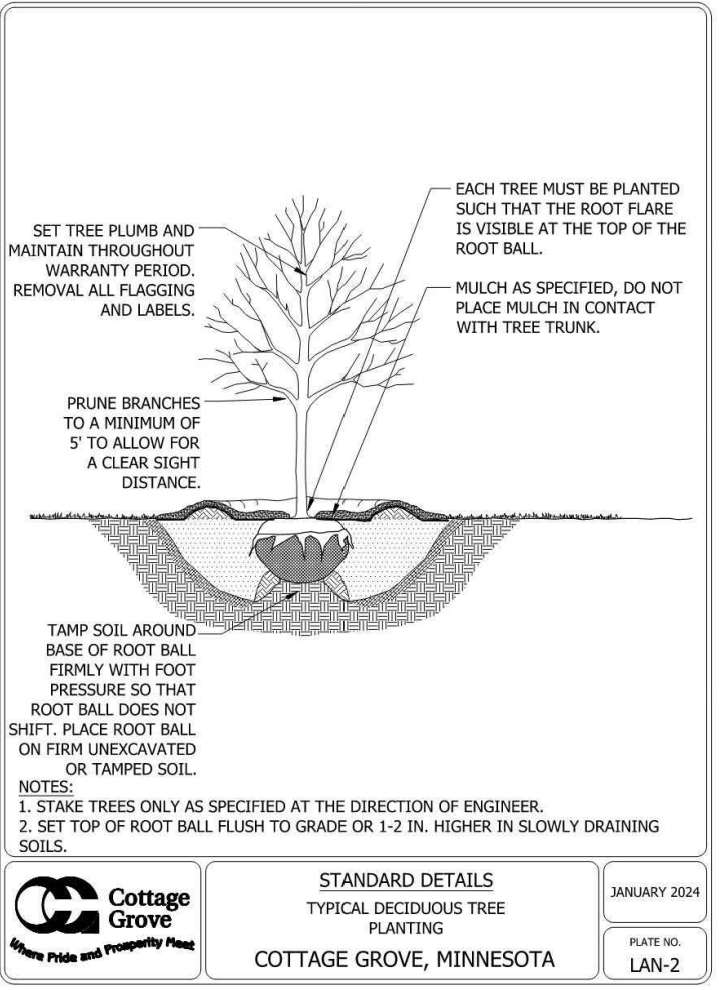
PLATE NO.
 LAN-1



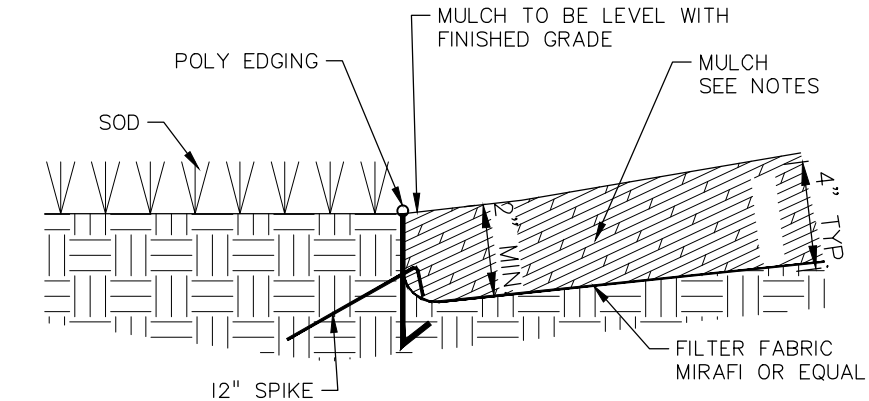
1 SHRUB PLANTING DETAIL
NOT TO SCALE



3 MULCH AT SIDEWALK DETAIL
NOT TO SCALE



2 PERENNIAL PLANTING DETAIL



4 MULCH AT SOD DETAIL
NOT TO SCALE



Cottage Grove, Minnesota

Final Plat - Phase 1

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

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 Civil Engineer under the laws of the State of Minnesota.

61668	61668
Date	License no.

By _____ Date _____

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

Designed By: BJP
Drafted By: ELL, JDW, TAS, BJP, TMA
Project No.: 4000367-00



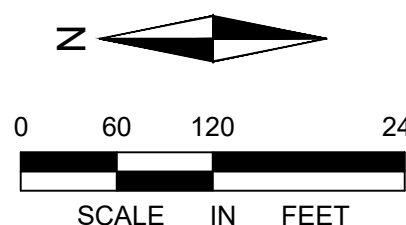
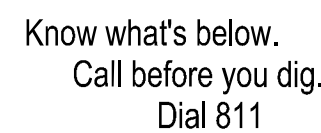
POND 3

DRY
BASIN 1

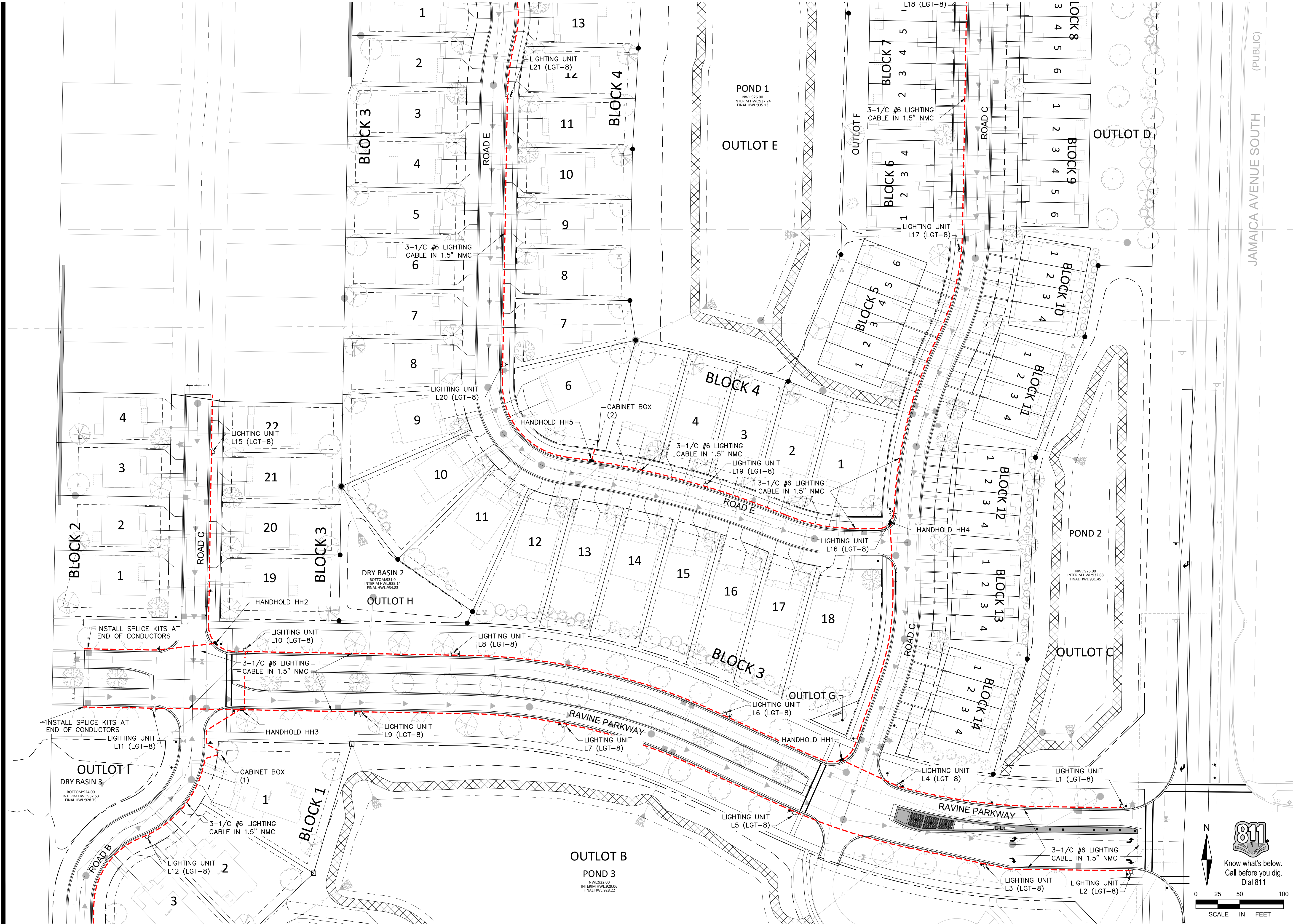


1. UNLESS OTHERWISE NOTED, ALL NEW CONDUIT SHALL BE 1.5" NMC SCHEDULE 40.
2. UNLESS OTHERWISE NOTED, ALL CONDUCTORS SHALL BE COPPER 240VAC CIRCUITS. 2-1/C #6 AND 1-1/C#6 CONDUCTOR.
3. THIS PLAN SPECIFIES CONDUIT SIZE, TYPE AND GENERAL LOCATION. THE EXACT LOCATION WILL BE DETERMINED IN THE FIELD.
4. LIGHTING UNITS ARE TYPICALLY SET BACK 36" BEHIND THE BACK-OF-CURB TO CENTER OF FOUNDATION.
5. ADDITIONAL LOCATIONS OF CONDUIT AND WIRING NOT IDENTIFIED MAY BE REQUIRED AS DIRECTED BY THE ENGINEER. ADDITIONAL CONDUIT AND WIRING ADDED TO THE CONTRACT WILL BE PAID FOR AT THE CONTRACT UNIT PRICE REGARDLESS OF QUANTITY ADDED AND METHOD OF PLACEMENT REQUIRED.
6. ALL CONDUIT SHALL BE TRENCHED UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE CONNECTION OF THE POWER FOR THE LIGHTING SYSTEM WITH THE UTILITY COMPANY
8. CIRCUIT DIAGRAM TO BE PROVIDED BY DEVELOPER AND APPROVED BY THE CITY OF COTTAGE GROVE.
9. HAND HOLES TO BE INSTALLED PER STANDARD DETAIL LGT-1.

	STREET LIGHT POLE (LGT-7)	22 EA
	HAND HOLE (LGT-1)	5 EA
	1.5" NMC	5,402 LF
	DECIDUOUS OVERSTORY TREES	
	CONIFEROUS TREES	



Sheet 64 of 67



02500

0

25

50

100

SCALE IN FEET

811

Know what's below.
Call before you dig.
Dial 811

ALLIANT

www.alliant-inc.com

Pulte

HOMES

RACHEL

DEVELOPMENT

Lochridge

Cottage Grove, Minnesota

Final Plat - Phase 1

Lighting Plan - View B

DATE	DESCRIPTION
3-31-2025	CITY SUBMITTAL

CERTIFICATION

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 in the State of Minnesota.

Be a good neighbor.
Date: 6/16/68
License no. 4000367-00

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

Designed By: BJP

Drafted By: ELL, JDW, TAS, BJP, TMA

Project No.: 4000367-00

66

Sheet 66 of 67

File Location: X:\4000367-00\01040-Design\01 Sheets - Phase 1\UTE.dwg Plotted By: Jacob Wreathel on March 31, 2025 at 1:13 PM



MEMORANDUM

Date: 05/14/2025
To: Ryan Burfeind, PE
From: Andrew Olson, PE
Subject: Lochridge Plan Review
City of Cottage Grove, MN
Project No.: 24X.136866

This memo summarizes the review of the final plat plans submitted by Alliant, dated 3/31/25.

Plat Comments:

1. Page 1 of 4 describes the land to include Outlots A and B of The Waters at Michaels Pointe. These outlots should be deeded to the City and not platted as stated in the preliminary plat documents.
2. Please denote Drainage and Utility Easements over the entirety of Outlots B, C, D, E, F, H, and I.
3. Outlot J should be either completely covered by drainage and utility easement or easements should be provided for utilities adjacent to the Outlot.
4. Lots 5-7 Block 4 should have a drainage and utility easement twice the pipe depth centered over the pipe. CBMH 701 is located at the common rear lot corner for the 3 lots and has a depth of 18.2 feet.
5. Lots 15-18 Block 4 should have drainage and utility easements equal to the depth of the storm sewer running down the rear lot line. However, with the 20' maximum depth of the storm sewer, a 30' wide easement could be provided (15' on each side of the pipe).
6. Lot 6 Block 5 and Lot 1 Block 6 should have drainage and utility easement equal to twice the depth of the storm sewer centered on the pipe. The pipe invert is 13' below grade at the deepest point.
7. Lot 4 Block 11 and Lot 1 Block 12 should have drainage and utility easement equal to twice the depth of the storm sewer centered on the pipe. The pipe invert is 13' below grade at the deepest point.

Final Plat Plans:

Sheet 1:

8. The Cottage Grove Standard Specifications and Details should reference the version dated January 2025.

Sheet 2:

9. Please add the following details:
 - a. LGT-3, 8, and 10
 - b. SAN-2 and 4
 - c. SER-12 and 13
 - d. STO-3 and 23
 - e. STR-4, 36, and 38
 - f. WAT-4
10. Remove the following details:
 - a. LGT-2, LGT-4, LGT-7, SAN-5, STO-1, STO-2, STO-4, STO-10, STR-5

Sheet 6:

11. A removals plan should be developed for the final plat submittal.
12. Update all notes. Current notes appear to be for a project in Maple Grove.

Sheet 11:

13. Revise the Ravine Parkway sections based on the following slopes:
 - a. Road Cross Slope: 2.0%
 - b. Typical Boulevard Slope: 3%
 - c. Trail Cross Slope: 1.5%
 - d. The left turn lanes will likely need to be sloped towards the median with storm sewer.
14. Please add a cross section for all remaining streets that conform to STR-1.
 - a. All streets built with the 1st Addition (outside of Ravine Parkway) should callout a bituminous wedge per STR-26.
15. Please revise Inset A to reference the following pavement lifts.
 - a. Wearing course shall be 2" SPWEA340C – Special
 - b. Base course shall be 2" SPWEB330C

Sheet 12:

16. The sidewalk leading to each temporary cul-de-sac should extend to the temporary pavement with truncated domes.

Sheet 13:

17. Any roads further than 150' shall require a temporary turnaround per the Fire Code. Please add a temporary cul-de-sac on the western Road C stub.
18. Leaders for signing should be removed and refer to Sheet 56.
19. The eastern section of Road C should transition from B618 to surmountable curb on both sides the roadway just north of Ravine Parkway.

20. The fencing reference note between Lot 6 Block 9 and Lot 1 Block 10 should be removed.
21. Please clean up conflicting and overlapping notes for legibility throughout site plan.
22. Ravine Parkway layout:
 - a. Please update Ravine Parkway per the CAD file sent to Alliant on 5/6/2025.
 - b. Sidewalk crossings at Ravine Parkway should continue straight from the minor streets and not shift to the end radii.
 - c. Please note that Ravine Parkway should be designed to meet State Aid Standards.
 - i. State Aid Rules: <https://www.dot.state.mn.us/stateaid/rules.html>
 - ii. State Aid Manual: <https://www.dot.state.mn.us/stateaid/manual.html>
 - iii. Please submit Spread Calculations per State Aid standards.

Sheet 14:

23. The City Park parking lot should be built in the development per the updated CAD file sent to Alliant on 5/6/2025.
 - a. Watermain and storm sewer should be provided for the park per Comments 55 and 70.
 - b. The park building and playground should remain future by others.
 - c. It is understood that reimbursement for the parking lot shall occur on 6/30/2027.

Sheet 15:

24. It is acknowledged that trail revisions have been made that will be reflected on future submittals. With these revisions, please remove the 8' wide boardwalk and in its place, continue the 8' trail with a berm to keep the trail at an elevation of approximately 922.5. The intent is for the trail pavement to be above the 10-year event storm event. A culvert should be placed beneath the trail to convey low flows between wetland areas.
 - a. Wetland impact permitting may develop additional review comments.

Sheet 16:

25. Please revise per the updated Ravine Parkway linework.

Sheet 17:

26. The existing One-Way sign at Jamaica Avenue should be removed and not salvaged.
27. These plans were passed along to Washington County for further review related to the work along County right-of-way. Continued coordination with the City and County will be required for plan approval and further comments should be expected.
 - a. Please review the note for the catch basin within the southbound right turn lane as it appears the structure is being converted to a manhole structure.

Sheet 21:

28. Freeboard Standards:
 - a. For stormwater facilities with emergency overflows, the low adjacent grade elevation for all new structures must be a minimum of 3 feet above both the peak surface water

elevation for the 100-year precipitation event and 2 feet above the emergency overflow elevation of any immediately adjacent new stormwater basin.

i. It appears that the following do not meet the pond freeboard standards:

1. Lots 1-2, Block 1 do not have sufficient freeboard between the Interim HWL of Pond 3 and the LAG.

b. For backyard and side-yard conveyance and temporary ponding areas, there must be at least 1 foot between the overland overflow elevation and the low adjacent grade elevation of the adjacent structure.

i. It appears that the following do not meet the standards:

1. Future Lot (Preliminary Plat Lot 25, Block 6)

29. The wall note south of Road D on the western boundary of the project is cut off. Please revise so the note is legible.

Sheet 22:

30. Long retaining wall in D&U behind Lots 2-7 Block 2:

- a. It is understood this wall cannot be located out of the public drainage and utility easement.
 - i. The developer will need to pursue an encroachment agreement. A common maintenance agreement will also be needed for the lots involved.
 - ii. For any retaining wall over 4 feet tall, submit engineered drawings to city building division for review.

Sheet 23:

31. Outlot I depression:

- a. The western slope of Dry Basin 3 should be reinforced with rip rap to prevent erosion from the surface flow from the west.

Sheet 24:

32. It does not appear that the entirety of the trail north of the existing homes along 67th Street Bay can be located above the pond HWL as is typically required.

33. Please review the EOF within Jamaica Avenue that is labeled at a 937.34 but the survey shows elevations 9-10 feet lower in the existing conditions.

34. Please the grading and profile of the Jamaica Avenue trail from Ravine Parkway to 67th Street Bay.

- a. The trail should be installed 1' off the right of way line. This may require storm sewer modifications, small areas of fill, and wetland impacts.

Sheet 25:

35. Ravine Parkway:

- a. Please design crest and sag vertical curves in accordance with the State Aid Manual (<https://www.dot.state.mn.us/stateaid/manual.html>) .

- i. Review the crest curve designs. Crest curve k values appear to be slightly under the State Aid design value (44).

36. Local Streets:

- a. Road B:
 - i. Please revise the profile from Ravine Parkway (0+00) to 1+90 to provide 100 feet of 2% maximum grade approaching Ravine Parkway.
- b. Road C:
 - i. Upon review of the north approach grade at Road D/E (8+28.50), the length of 2% max should be revised to 40 feet.
 - ii. The southern approach to Road E (30+40.11) should be revised to provide 100 feet of 2% maximum grade.
 - iii. Please clarify the profile approaching Ravine Parkway at 33+46 and provide 100 feet of 2% maximum grade approaching the stop condition.
- c. Road D:
 - i. The western approach to Road C (1+65) should provide 100 feet of 2% maximum grade approaching to the stop condition. Any alterations to the Road D profile should review the impacts on the profile of Road C and should not make the northern approach grades worse as commented in 36.b.i.

Sheet 27:

37. Pond 1:

- a. Please review the access route at the northwest corner of the pond near FES 500 to provide a 10-ft wide route at a 1:6 maximum slope.
- b. It is acknowledged that storm sewer pipe sizes are being adjusted for the next submittal. Weir wall thickness and reinforcement will be provided after the revisions are made.
- c. Please modify Pond Note 2 to specify topsoil and not common fill be placed atop the clay liner (all ponds).

Sheet 30:

38. SWPPP information

- a. Tabulated quantities of erosion prevention and sediment control BMPs should be provided within the construction plan set.
- b. Drainage area boundaries and soil types should be depicted for the SWPPP. Please provide locations of potential pollutant generating activities.

39. Erosion and Sediment Control Note – Please update the notes to include the following:

- a. Observe any discharge that occurs during the inspection. Discharge should be described and photographed.
- b. All sediment deposits and deltas must be removed from surface waters and the removal areas restabilized within seven days.

40. Design requirements

- a. Note on the SWPPP that the SWPPP must be kept at the site during construction.

Sheet 36:

- 41. There appear to be sections of contours appearing on the watermain and sanitary sewer sheets. Please remove the extra contours.

Sheet 37:

- 42. All Sanitary Sewer and Watermain sheets: Update Note 4 to refer to SER-1.

- 43. Ravine Parkway Watermain:

- a. All valves 12" or larger shall be butterfly valves. Please update the trunk watermain accordingly.
- b. 0+40: The hydrant, reducer, and valve should be removed and not salvaged.
- c. 0+45: Please remove the note to install a 12"x8" tee at the connection to the existing watermain.
- d. 0+85, 7+65, 11+40: The hydrant leaders shall refer to 12"x6" tees rather than 8 x6" tees.
- e. 3+05 Show the storm sewer crossing in the profile view.
- f. 4+20: Please move the valve on the west side of the intersection to be located between the two 12"x8" tees. The gate valve should be located 10' west of the sanitary sewer. The western tee to the park should be shifted further west to be located 10' west of the valve.
- g. The 8" gate valve east of the park entrance for the watermain loop should be located within the park entrance pavement.
- h. 5+00: Please remove the irrigation stub to the Ravine Parkway median west of Jamaica Avenue due to the left turn lane being added that eliminates the need for median landscaping.
- i. 11+95: Please install a 12"x8" cross rather than a 12"x12" cross and remove the 12"x8" reducers.
- j. 13+15: A new hydrant, reducer, and valve should be installed and not salvaged.

- 44. All sanitary sewer manholes shall have a maximum of 0.10' drop between inverts unless the drop is over 2.0' and a drop manhole is provided per SAN-4.

- a. SAN MH 3: Revise the north invert to match the northwest invert.

- 45. SAN MH 6: Please label the manhole as a dop manhole per standard detail SAN-4.

Sheet 38:

- 46. The minimum riser height shall be 3'. This comment applies to all Sanitary Sewer sheets.

- 47. When not in a cul-de-sac the service pipe should be kept straight, and if necessary, the manhole location should be adjusted so the service can enter the main with a wye.

- a. For example the following services should be straightened out:
 - i. Lot 1 Block 1
 - ii. Lot 10 Block 3 (Sheet 42)

- iii. Lot 14 Block 4 (Sheet 41)
- iv. Lot 17 and 18 Block 4 (Sheet 41)

Sheet 39:

- 48. Water stub shown in temporary cul-de-sac: Please add a note to the plan to construct per city detail WAT-8, and that the curb box shall receive casting protection per city detail SER-11, and the copper should be extended a minimum of 10'-If beyond the end of cul-de-sac.
- 49. Please extend the sanitary sewer 10' past the end of the watermain at each stub location.
- 50. The hydrant at the west end of Ravine Parkway should be installed behind the barricades.

Sheet 40:

- 51. Irrigation services shall conform to SER-12 and SER-13. Please note that the service shall be 4" DIP with a gate valve.
- 52. Add a note that all curb boxes that fall within a driveway shall provide casting protection per SER-11.
- 53. Label the sanitary sewer pipe in the profile between SAN MH 3 and SAN MH 13.

Sheet 42:

- 54. Move the service for Lot 11 Block 3 to shift the curb box outside of the driveway.

Sheet 43:

- 55. Watermain should be included to provide a hydrant and a stub for water supply to the future park building.
 - a. The 6" DIP should extend 10 feet past the turn around curb containing a 6"x6" tee to a install a hydrant 5 feet behind the curb.
- 56. The watermain extending from the tee should be kept closer to the trail to avoid conflicts with the boulevard trees.

Sheet 44:

- 57. The 6" DIP watermain should be connected to with a 6"x6" wet tap with a 6" gate valve and 8"x6" reducer to the north.
 - a. The wet tap should occur between the 45 degree bend and the 6"x4" tee.
 - b. The irrigation service and hydrant should remain and be protected.

Sheet 45:

- 58. Please update Utility Note 5 to state that the City standard specifications shall comply within the R.O.W., easement, and public outlot.

Sheet 46:

- 59. CBMH 801: Change City Detail reference to STO-6.
- 60. CBMH 1001: Add a note for a 3' sump.
- 61. Please change Note 5 from Front of Curb to Face of Curb for clarity.

Sheet 47:

- 62. CBMH 903: Please update the Storm Sewer Schedule to refer to a 48" CBMH per STO-5.

Sheet 49:

- 63. Please label FES-200 in plan view.
- 64. CB 203: Change casting from R-3067-V to VB since the structure is at a low point.

Sheet 50:

- 65. Provide a profile view for the storm sewer between CB 510 and CBMH 509.
- 66. CB 506A: Change the structure size from 48" to 2'x3'.
- 67. Please move CB 507A to the northwest side of CBMH 507 and change the structure to a 48" CBMH to reduce the amount of storm sewer located behind the curb.

Sheet 51:

- 68. CB 207: Change the structure size from 48" to 2'x3'.

Sheet 52:

- 69. In the Storm Sewer Schedule, the structure ID for 1101 and 1100 are swapped.
- 70. Storm sewer should be added for the park parking lot to drain to Pond 3.
- 71. Overland discharge:
 - a. New discharge locations, as well as other excavation or fill below the OHW (921.53) may require a DNR permit and should be investigated. If dewatering is needed for construction, a DNR appropriation permit may be required. WCA permitting will be needed if there are temporary or permanent impacts within the wetland.

Sheet 53:

- 72. MH 204: Please verify the rim elevation. It appears the rim is higher than the proposed grade.

Sheet 54:

- 73. Please provide pedestrian ramp grades and elevations to display ADA conformance.
- 74. Update the intersection details per the revised Ravine Parkway layout and profile comments.
 - a. Please include drainage patterns and grades for all street intersections (e.g. grades around radii, where crown of street will be carried through or warped, etc.). The need for valley gutters will be reviewed once intersection details and drainage areas are provided, but typically valley gutters are placed when longitudinal grades are less than 2%.

Sheet 56:

- 75. No Outlet: Provide a street name sign with a W14-2a (24x6) sign on at the southwest side of the Road B intersection and Ravine Parkway
- 76. All medians on Ravine Parkway: Keep right signs will be needed on both sides of the medians with an R4-7C (24x30) & OM1-2 (18x18) below.
- 77. Turn Lanes on Ravine Parkway shall have lane designation signs such as R3-8 located behind the curb and not in the median.
- 78. Open Space sign locations were provided by the Parks Department and are attached to this memo. Please update these signs on the signage plan.

79. Markings:

- a. All lane lines to be ground-in multi-comp on Ravine Parkway and Jamaica Ave
- b. All symbols and crosswalks shall be ground-in paint

80. Jamaica Avenue: Additional comments may follow from Washington County. Please note the southbound right turn lane is referencing a Left Turn Must Turn Left sign.

Sheet 57:

81. Wetland Buffer: Update the wetland buffer per the revised trail location and direction from the Watershed District.

Sheet 59:

82. Lots 15-18, Block 4: If the rear lot easements are expanded per previous comments, the trees in the back of the lots should be relocated outside of the revised drainage and utility easement.

Sheet 61:

83. The note for sodding within the Ravine Parkway boulevards should be revised to refer to Page 51.

Sheet 63:

84. Please modify the tree schedule so that all trees within the Ravine Parkway right of way conform to the attached approved species list. Please note several of the species are variations of approved trees and do not conform to the approved list.

85. Please update the landscaping notes with the following comments from planning staff:

- a. Lots less than 60 feet wide must have 2 trees per lot. One tree in the front yard. The front yard tree shall have a maximum canopy spread of 30 feet and maximum height of 30 feet.
- b. Lots 60 feet wide or greater must have 3 trees per lot. One tree in the front yard. The front yard tree may be a traditional overstory deciduous trees.
- c. Townhome lots must have one overstory deciduous tree planted in the front yard between each building group.

Sheet 64:

86. Ravine Parkway lighting shall be per city detail LGT-10.

- a. The dual luminaires shall possess 4 #6 conductors.

87. Include detail plates LGT-3 and LGT-10.

88. Please note the source of power shall be located within 15 feet of the cabinet boxes.

89. The circuit diagram should be provided within the plans.

Sheet 65:

90. Please label each conduit section with the size and number of conductors.

91. Please move the following lights to even out light spacing:

- a. L18 should be moved 10' north of the storm sewer pipe.

- b. L21 should move 1 lot south between Lots 10/11, Block 4. The light and hydrant may have to be adjusted to be 5' each direction of the property line.
- 92. Conduit should be extended from L5 and along the park entrance to provide a light at the trail connection from the parking lot.

Sheet 66:

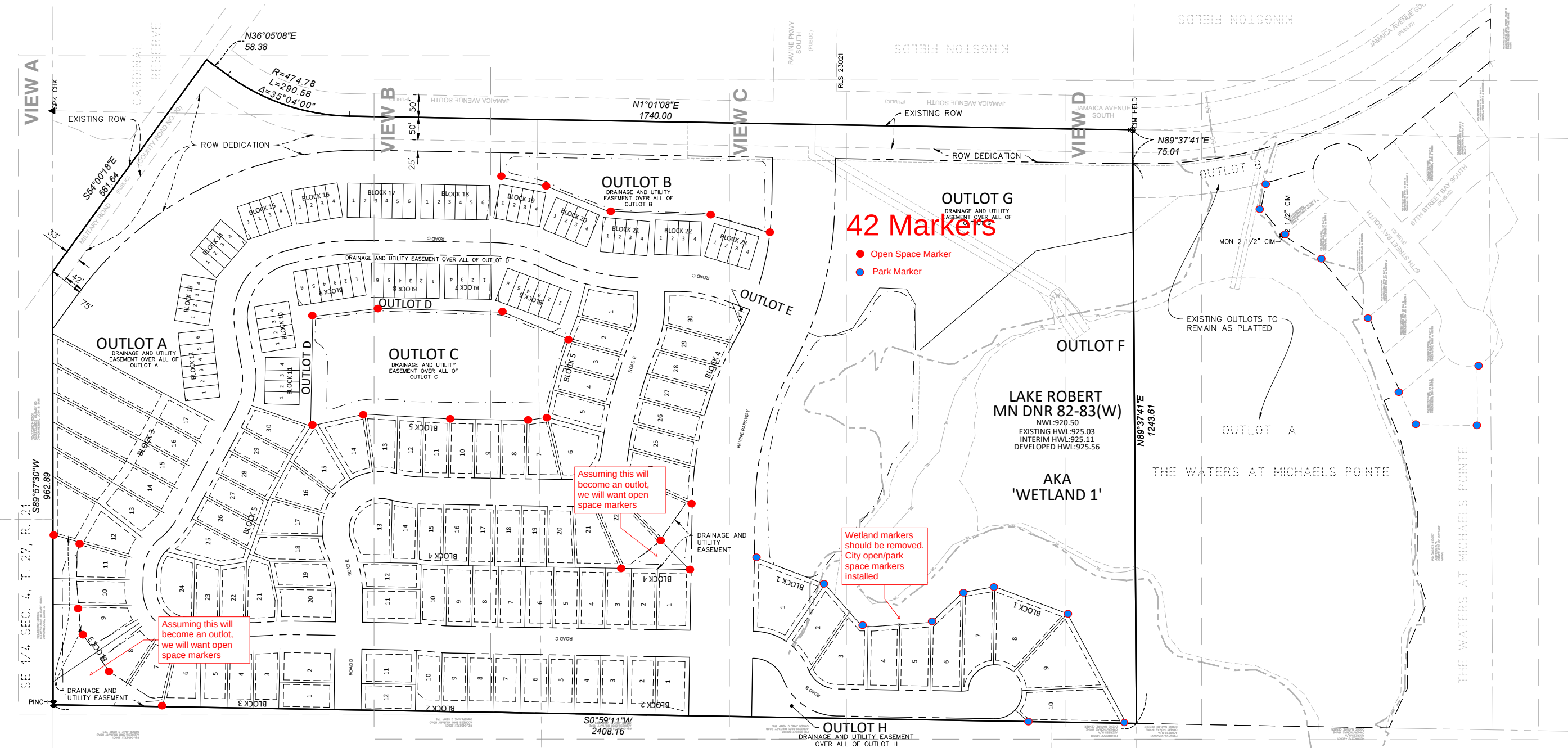
- 93. Please remove HH1 and the conduit from HH1 to HH4.
- 94. The western section of Road C from HH2 to L15 should be fed from the north per previous comments. Interim conditions may feed L15 from HH2. Please note a future phase shall remove the wire from within the conduit and be placed on the same circuit as the lights along Road C.
- 95. The conduit extending to the west end of Ravine Parkway should not have conductors and splice kits installed but rather pull strings for the conductors to be installed upon extension.
- 96. Please shift L10 to the west side of the hydrant once the pedestrian ramp shifts further west per previous comments.
 - a. Handhole HH2 could be removed with three conduits extending from L10.
 - b. HH3 should also be shifted to the west.

Stormwater Comments:

- 97. HydroCAD:
 - a. Sheet 53: OCS 1000 is labeled as 72" diameter, however the weir simulated in HydroCAD is 5 feet long. Please revise for consistency between the plans and the models.
 - b. Sheet 29: The rim for OCS 3000 is labeled 929 but the HydroCAD model is simulating the 72" orifice at elevation 928. Please revise for consistency between the plans and the models.
- 98. Park Space:
 - a. Please label the plans and drainage maps with the proposed impervious acreage of the Outlot G Park that will be treated by the Lochridge BMPs and that has been simulated in the HydroCAD and P8 models.
- 99. Pond Design:
 - a. Short Circuiting: Please work to reduce short circuiting at FES 300 and FES 700 in Pond 1 and at FES 1000 in Pond 2.
- 100. Floodplain:
 - a. The Interim and Developed HWL's for Lake Robert are shown to increase from the modelled Ultimate HWL of 925.03 to 926.16 and 925.49, respectively. The HWL of Lake Robert should not be increased in the Developed condition. Several ideas to evaluate the feasibility are as follows:
 - i. Drawdown Time: The XPSWMM modeling assumed Lockridge and parcel to west have simulated extended detention with a peak outflow of 0.1 cfs/acre. However, the Lockridge stormwater analyses have summed the site allowable discharge with the offsite peaks with the result that the Ponds 1, 2 & 3 drain down quickly and do not provide enough extended detention.

- ii. Consider an outlet from Pond 2 direct to Ravine Parkway storm drain from the pond at the NW quadrant of Ravine Parkway & Jamaica. This may help the Lake Robert HWL to discharge some water ahead of the peak flow at this location so less total runoff flows to Lake Robert. We discussed the allowable combined outflow to the Ravine Parkway storm drain from Lake Robert and from a potential Pond 2 splitter structure. We previously advised that the combined outflow to the Ravine Parkway storm should not exceed 61 cfs.
 - iii. Starting Water Surface Elevations: The NWL of Pond 3 is a couple of feet above the NWL of Lake Robert. Alliant could consider lowering the NWL of Pond 3 to match closer the Lake Robert NWL. This may add a couple of acre-feet of live storage. Other ponds might also be considered for lower pools and more live storage.
101. The DNR advised a CLOMR/LOMR is required because the floodplain boundaries are being changed by the proposed grading and the base flood elevation (BFE) has increased over 0.5 feet (as shown in the hydraulics completed for the city outlet construction project). Please plan to work with the city on a CLOMR/LOMR submittal to FEMA.
- a. Please be aware, that the house pad for Lot 2 Block 1 currently lies within the current Zone A floodplain (See Sheet 23). Without submitted documentation that the floodplain has changed, this house would officially be within the floodplain.
102. Wetland Buffer: Continued coordination with the South Washington Watershed District regarding requirements for paved trails within Wetland Buffers will be required for plan approval.
- a. Previous direction from the South Washington Watershed District has been that paved trails may not be included within the wetland buffer and wetland credits cannot be granted for any area outside of the trail.
 - i. It is acknowledged that discussions with the watershed district have taken place regarding the trail location and wetland buffer allowance. Additional comments from the watershed district may follow.
 - b. Note that the minimum wetland buffer is 50-ft. Buffer widths below the minimum may need to apply for a South Washington Watershed District variance: *"Rule (3.3.3.D) states that variances to buffer width reqs may be granted where narrower buffer strips may be necessary to allow a reasonable use of the parcel, as defined by the SWWD, and where, in combination with other BMPs, equivalent water quality treatment performance is provided."*
103. Freeboard:
- a. See comment 28.
104. Rational Storm Drain Design:
- a. Pond 3 60" outlet pipe has an open channel design velocity of 7 fps. Pipe outlets to wet ponds should have design velocities of 6 fps or less.
105. Wetlands: The South Washington Watershed District will act as the Local Government Unit (LGU) for administration of the Wetland Conservation Act (WCA). Please provide copies of any permitting correspondence to the city.

106. The Stormwater narrative states that all wetlands were categorized as Manage 2 wetlands--this statement should be corrected to indicate that Lake Robert has a "Protect" classification.
107. Models and CAD Files: Please note that digital copies of the final version stormwater models (HydroCAD) and shapefiles or CAD drawings of existing and proposed drainage areas are to be submitted to the city once the review and revision process is complete.



PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B1-L1	18,358	0.42
B1-L2	12,151	0.28
B1-L3	14,753	0.34
B1-L4	9,962	0.23
B1-L5	10,389	0.24
B1-L6	13,003	0.30
B1-L7	13,317	0.31
B1-L8	17,724	0.41
B1-L9	19,208	0.44
B1-L10	15,944	0.37
B2-L1	9,750	0.22
B2-L2	8,125	0.19
B2-L3	7,800	0.18
B2-L4	7,475	0.17
B2-L5	7,475	0.17
B2-L6	8,125	0.19
B2-L7	7,800	0.18
B2-L8	7,475	0.17
B2-L9	7,479	0.17
B2-L10	7,619	0.17
B2-L11	9,192	0.21
B2-L12	7,139	0.16
B3-L1	7,228	0.17
B3-L2	9,301	0.21
B3-L3	7,590	0.17
B3-L4	7,477	0.17
B3-L5	7,800	0.18
B3-L6	9,187	0.21
B3-L7	11,201	0.26

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B3-L8	21,678	0.50
B3-L9	19,759	0.45
B3-L10	9,829	0.23
B3-L11	12,793	0.29
B3-L12	18,102	0.42
B3-L13	15,931	0.37
B3-L14	16,636	0.38
B3-L15	18,966	0.44
B3-L16	20,741	0.48
B3-L17	22,516	0.52
B4-L1	10,125	0.23
B4-L2	7,763	0.18
B4-L3	7,762	0.18
B4-L4	7,763	0.18
B4-L5	7,763	0.18
B4-L6	8,437	0.19
B4-L7	8,100	0.19
B4-L8	7,763	0.18
B4-L9	7,761	0.18
B4-L10	7,640	0.18
B4-L11	9,857	0.22
B4-L12	7,825	0.18
B4-L13	11,699	0.27
B4-L14	7,721	0.18
B4-L15	7,746	0.18
B4-L16	7,762	0.18
B4-L17	7,763	0.18
B4-L18	7,762	0.18
B4-L19	7,763	0.18

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B4-L20	8,114	0.19
B4-L21	10,767	0.25
B4-L22	16,658	0.38
B4-L23	17,451	0.40
B4-L24	10,335	0.24
B4-L25	8,672	0.20
B4-L26	8,632	0.20
B4-L27	8,632	0.20
B4-L28	8,672	0.20
B4-L29	8,911	0.20
B4-L30	14,139	0.32
B5-L1	9,975	0.23
B5-L2	7,480	0.17
B5-L3	7,459	0.17
B5-L4	7,459	0.17
B5-L5	8,116	0.19
B5-L6	11,494	0.26
B5-L7	8,395	0.19
B5-L8	7,475	0.17
B5-L9	7,475	0.17
B5-L10	7,475	0.17
B5-L11	7,543	0.17
B5-L12	7,552	0.17
B5-L13	8,032	0.18
B5-L14	10,425	0.24
B5-L15	10,293	0.24
B5-L16	8,595	0.20
B5-L17	9,240	0.21
B5-L18	9,119	0.21

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B5-L19	7,826	0.18
B5-L20	9,844	0.23
B5-L21	9,086	0.21
B5-L22	7,484	0.17
B5-L23	7,608	0.17
B5-L24	11,163	0.26
B5-L25	10,334	0.24
B5-L26	8,226	0.19
B5-L27	7,725	0.18
B5-L28	7,475	0.17
B5-L29	7,475	0.17
B5-L30	8,593	0.20
B6-L1	2,129	0.05
B6-L2	1,836	0.04
B6-L3	1,836	0.04
B6-L4	1,836	0.04
B6-L5	1,836	0.04
B6-L6	2,129	0.05
B7-L1	2,129	0.05
B7-L2	1,836	0.04
B7-L3	1,836	0.04
B7-L4	2,129	0.05
B8-L1	2,129	0.05
B8-L2	1,836	0.04
B8-L3	1,836	0.04
B8-L4	1,836	0.04
B8-L5	1,836	0.04
B8-L6	2,129	0.05
B9-L1	2,129	0.05

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B9-L2	1,836	0.04
B9-L3	1,836	0.04
B9-L4	1,836	0.04
B9-L5	1,836	0.04
B9-L6	2,129	0.05
B10-L1	2,129	0.05
B10-L2	1,836	0.04
B10-L3	1,836	0.04
B10-L4	2,129	0.05
B11-L1	2,129	0.05
B11-L2	1,836	0.04
B11-L3	1,836	0.04
B11-L4	2,129	0.05
B12-L1	2,129	0.05
B12-L2	1,836	0.04
B12-L3	1,836	0.04
B12-L4	1,836	0.04
B12-L5	1,836	0.04
B12-L6	2,129	0.05
B13-L1	2,129	0.05
B13-L2	1,836	0.04
B13-L3	1,836	0.04
B13-L4	2,129	0.05
B14-L1	2,129	0.05
B14-L2	1,836	0.04
B14-L3	1,836	0.04
B14-L4	2,129	0.05
B15-L1	2,129	0.05
B15-L2	1,836	0.04

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B15-L3	1,836	0.04
B15-L4	2,129	0.05
B16-L1	2,129	0.05
B16-L2	1,836	0.04
B16-L3	1,836	0.04
B16-L4	2,129	0.05
B17-L1	2,129	0.05
B17-L2	1,836	0.04
B17-L3	1,836	0.04
B17-L4	1,836	0.04
B17-L5	1,836	0.04
B17-L6	2,129	0.05
B18-L1	2,129	0.05
B18-L2	1,836	0.04
B18-L3	1,836	0.04
B18-L4	1,836	0.04
B18-L5	2,129	0.05
B19-L1	2,129	0.05
B19-L2	1,836	0.04
B19-L3	1,836	0.04
B19-L4	2,129	0.05
B20-L1	2,129	0.05
B20-L2	1,836	0.04
B20-L3	1,836	0.04
B20-L4	2,129	0.05
B21-L1	2,129	0.05
B21-L2	1,836	0.04
B21-L3	1,836	0.04

PARCEL AREA TABLE		
PARCEL	AREA SF	AREA AC
B21-L4	2,129	0.05
B22-L1	2,129	0.05
B22-L2	1,836	0.04
B22-L3	1,836	0.04
B22-L4	2,129	0.05
B23-L1	2,129	0.05
B23-L2	1,836	0.04
B23-L3	1,836	0.04
B23-L4	2,129	0.05
OUTLOT A	189,976	4.36
OUTLOT B	69,881	1.60
OUTLOT C	127,006	2.92
OUTLOT D	59,717	1.37
OUTLOT E	915	0.02
OUTLOT F	582,644	13.38
OUTLOT G	185,935	4.27
OUTLOT H	13,985	0.32
ROW (EXISTING MILITARY AND JAMAICA)	123,533	2.84
ROW (RAVINE PKWY)	177,925	4.08
ROW DEDICATION (MILITARY AND JAMAICA)	112,840	2.59
ROW ROAD B	44,019	1.01
ROW ROADS C,D & E	278,755	6.40

PLAT BOUNDARY PROPERTY DESCRIPTION

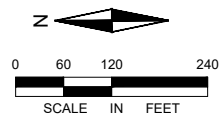
The Land is described as follows:

That part of the East half of the Northeast Quarter of Section 4, except that portion lying northeasterly of County Road No. 20, Section 4, Township 27, Range 21, Washington County, Minnesota.

AND

That part of the West half of the Northwest Quarter of Section 3, except that portion lying northeasterly of County Road No. 20 and easterly of Jamaica Avenue, Washington County, Minnesota.

Abstract Property



LEGEND:

- PROPERTY LINE
- LOT LINE
- R.O.W
- EASEMENT LINE
- FEMA ZONE A (PER MAP# 27163C041E)
- FOUND IRON MONUMENT
- PROPOSED LOT CORNER LOCATION
- SURVEYED PROPERTY

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining right of way lines, unless otherwise indicated on the plat.

NOTE: DRAINAGE AND UTILITY EASEMENT TO COVER OUTLOTS: A, B, C, D, F, G AND H

ALLIANT
www.alliant-inc.com

Pulte HOMES

RACHEL DEVELOPMENT

Wolterstorff

Cottage Grove, Minnesota

Preliminary Plat Submittal

Preliminary Plat - Overview

DESCRIPTION	DATE
CITY SUBMITTAL	11-21-2024
CITY SUBMITTAL	12-11-2024

CERTIFICATION

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 Civil Engineer under the laws of the State of Minnesota.

Mark Rauch
Date: 11/21/2024 License no. 43480

QA/QC CHECK

By: _____ Date: _____

PROJECT TEAM DATA

Designed By: MPR

Drafted By: ELL, JDW, TAS, BJP, DMS

Project No.: 4000367-00

6

Sheet 6 of 60

File Location: X:\000367-00\0140 Design\0140 Preliminary\PRELIMINARY PLAT.dwg Plotted By: Ben Makazee on 11/21/2024 at 10:46:52 AM

Landscaping

Planting Restrictions:

1. Deciduous trees should be located a minimum of 5' off any utility pipe
2. Coniferous trees should be located a minimum of 15' off any utility pipe
3. No tree should be located within 10' of a hydrant or 15' from a streetlight
4. No trees should be located within a storm pond HWL
5. No trees should be located within a storm pond's 20' access route, and no coniferous tree within 5' of the 20' pond access route
6. No coniferous trees within 20' of a proposed sidewalk/trail
7. No deciduous trees within 5' of a sidewalk/trail
8. For trees within public right-of-way or public outlot, trees shall conform to the current list of approved species

Boulevard Tree Planting List 2024

Overstory

Northern Red Oak- *Quercus rubra*

White Oak- *Quercus alba*

Heritage Oak- *Quercus x macdaniellii* 'Clemons'

St. Croix Elm- *Ulmus americana* 'St. Croix'

Redmond Linden- *Tilia americana* 'Redmond'

New Horizon Elm- *Ulmus* 'New Horizon'

Accolade Elm- *Ulmus davidiana* var. *japonica* 'Morton'

Shademaster Honeylocust- *Gleditsia tricanthos* var. *inermis* 'Shademaster'

Hackberry- *Celtis occidentalis*

River Birch- *Betula nigra* (SINGLE STEM ONLY)

Renaissance Oasis Birch- *Betula papyrifera* 'Oenci'

Yellowwood- *Cladrastis kentuckea*

Espresso Kentucky Coffeetree- *Gymnocladus dioicus* 'Espresso'

Ginkgo- *Ginkgo biloba*

Understory

Japanese Tree Lilac- *Syringa reticulata* 'Ivory Silk' (SINGLE STEM ONLY)

Spring Snow Crabapple- *Malus* 'Spring Snow'

Ironwood- *Carpinus caroliniana*



City Council Action Request

7.P.

Meeting Date	5/21/2025				
Department	Administration				
Agenda Category	Action Item				
Title	Assessment Appeal - Robinson				
Staff Recommendation	Approve the attached settlement agreement to resolve the Robinson appeal.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Council Memo re Settlement 5-16-25</td></tr><tr><td>2.</td><td>Mediated Settlement Agreement - v1</td></tr></table>	1.	Council Memo re Settlement 5-16-25	2.	Mediated Settlement Agreement - v1
1.	Council Memo re Settlement 5-16-25				
2.	Mediated Settlement Agreement - v1				



To: Honorable Mayor Bailey and Members of the City Council
From: Kori Land, City Attorney, David Sienko, Litigation Counsel
Date: May 21, 2025
Subject: Robinson v. City of Cottage Grove – Assessment Appeal

BACKGROUND

On October 16, 2024, the City Council in Resolution 2024-143 adopted the assessment roll for the City's 2024 Pavement Management Project (the "Project"). Every residential property within the Project was assessed \$6,363.11. Before the City adopted the assessment roll, it performed an appraisal analysis which determined the special benefit to the residential properties was \$7,500. Based on the City's appraisal and the assessment, the special benefit was greater than the assessed amount.

Two property owners objected to their assessment at the assessment hearing and filed an appeal. Eli Weinmann appealed his assessment and is Washington County Case file number 82-CV-24-5849 (the "Weinmann Appeal") and Jacob Robinson and Kristin Robinson (the "Robinsons") appealed their assessment and is Washington County Case file number 82-CV-24-5855 (the "Robinson Appeal"). The City and the two appellants attended mediation on April 24, 2025.

As a result of the mediation, the Robinsons reached a settlement agreement with the City regarding their Robinson Appeal. Attached to this Memo is a partially executed Settlement Agreement for the Robinson Appeal. This settlement does not include the Weinmann Appeal, which is currently pending before the District Court with a hearing date of September 2, 2025.

The terms of the settlement are that the Robinsons will dismiss their appeal, the City will pay the City's 1/3 share of the mediation costs and the Robinsons' 1/3 share of the mediation costs. The Robinsons' assessment amount and terms will not change. This will not impact the Weinmann Appeal.

ACTION REQUESTED:

Approve the attached Settlement Agreement to resolve the Robinson Appeal.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

Case Type: Assessment Appeal

Jacob Anthony Robinson and,
Kristin Marie Robinson,

Court File No.: 82-CV-24-5855

Appellants,

**MEDIATED SETTLEMENT
AGREEMENT**

v.

The City of Cottage Grove,
Washington County, Minnesota

Respondent.

A mediation session was held on April 24, 2025, with Timothy C. Cook serving as mediator.

The case was settled on the following terms:

1. This Agreement is binding and the parties have been advised, in writing, of the following:

Minnesota Civil Mediation Act. Pursuant to the requirements of the Minnesota Civil Mediation Act, the mediator hereby advises the parties that:

- (a) the mediator has no duty to protect the parties' interests or provide them with information about their legal rights;
- (b) signing a mediated settlement agreement may adversely affect the parties' legal rights; and
- (c) the parties should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

2. All claims, counterclaims or crossclaims and third-party claims will be dismissed with prejudice and without an award of costs to any of the parties.

3. The City of Cottage Grove shall pay the mediator's fees for the City's portion and the portion attributable to Appellants Jacob Anthony Robinson and Kristin Marie Robinson. This payment shall be made directly to the mediator, Tim Cook.

4. Appellants Jacob Anthony Robinson and Kristin Marie Robinson and Respondent The City of Cottage Grove ("Settling Parties"), in consideration of the mutual release by each of the other, and in consideration of the other covenants and conditions contained herein, hereby release and discharge each other, their shareholders, directors, officers, insurers and attorneys, employees, agents, subsidiaries, dealers, distributors, successors and assigns, from any and all claims, damages, causes of action or suits of any kind or nature whatsoever, which they may now have or claim to have against each other, arising out of or relating to the design, construction, marketing, sale, purchase, ownership or occupancy of the property located at 9501 79th Street South, Cottage Grove, Minnesota 55016 ("Property"), which were, or could have been asserted in the assessment appeal now pending in Washington County District Court, Tenth Judicial District, State of Minnesota, Court File No. 82-CV-24-5855.

5. Appellants Jacob Anthony Robinson and Kristin Marie Robinson will pay the subject special assessment of Six Thousand Six Hundred Sixty-Three and 11/100 (\$6,363.11) Dollars in full and for the same term of years and interest rate as all other assessments for the project. The City of Cottage Grove will not amend or change any term of the special assessment against Appellants Jacob Anthony Robinson and Kristin Marie Robinson's property.

6. As the compromise of disputed claims, this Agreement is not an admission by any of the parties.

7. The Settling Parties will cooperate fully and execute all supplementary documents and will take all additional actions as may be reasonably required or appropriate to effectuate the purpose and intent of this Agreement, including executing and filing a stipulation to dismiss the special assessment appeal.

8. The Settling Parties may execute this Agreement separately and may execute this Agreement electronically such as DocuSign, and each separate signed document shall be deemed an original regardless of the date of its execution and delivery, and these counterparts together shall be one and the same Agreement.

9. This Agreement and any documents executed and delivered contemporaneously therewith are the entire agreement between the Settling Parties, supersedes any prior or contemporaneous oral or written discussions, negotiations, and/or commitments between the parties and can be amended only in writing signed by all parties.

[The Remainder of This Page is Left Intentionally Blank]

Jacob Anthony Robinson and Kristin Marie Robinson v. The City of Cottage Grove
Mediated Settlement Agreement

Dated: 5/16/2025 _____

Signed by:

Jacob Robinson

BF25E652BAD44C3...

Jacob Anthony Robinson
9501 79th Street South
Cottage Grove, MN 55016
loushay20@live.com
Pro Se Appellant

Dated: 5/16/2025 _____

Signed by:

Kristin Robinson

4C1CCD60296E4C4...

Kristin Marie Robinson
9501 79th Street South
Cottage Grove, MN 55016
loushay20@live.com
Pro Se Appellant

Jacob Anthony Robinson and Kristin Marie Robinson v. The City of Cottage Grove
Mediated Settlement Agreement

CITY OF COTTAGE GROVE

Dated: _____

By _____
Myron Bailey
Its: Mayor
Respondent

Dated: _____

By _____
Tammy Anderson
Its: City Clerk
Respondent

LEVANDER, GILLEN & MILLER, P.A.

Dated: _____

By _____
David L. Sienko, Lic. No. 391910
Korine L. Land, Lic. No. 262432
Matthew Ziebarth, Lic. No. 0504032
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
Telephone: (651) 451-1831
kland@levander.com
dsienko@levander.com
mziebarth@levander.com

Attorneys for City of Cottage Grove



City Council Action Request

8.A.

Meeting Date 5/21/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 05-02-25 through 05-15-25 in the amount of \$1,431,904.85.

Budget Implication N/A

Attachments

1.	Expense Approval Report 05-21-2025 Council Meeting
2.	Payroll Check Register 05-21-25 Council Meeting
3.	UB Check Register 05-21-25 Council Meeting



City Council Action Request

10.A.

Meeting Date 5/21/2025

Department Engineering

Agenda Category Action Item

Title Oltman Park - Bid Award

Staff Recommendation Adopt Resolution 2025-075 awarding the Oltman Park Project to Peterson Companies, Inc. for the bid amount of \$2,072,507.40.

Budget Implication \$2,072,507.40 – Bond Proceeds, Park Trust Fund, and a \$350,000 grant from the DNR.

Attachments

1.	05-21-2025 Oltman Pk Bid Award Memo
2.	05-21-2025 Oltman Pk Bid Award Resolution
3.	Bid Results Letter
4.	Bid Abstract



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

From: Zac Dockter, Parks and Recreation Director
Genevieve Tester, EIT, Graduate Engineer

Date: May 13, 2025

Subject: Oltman Park Project – Bid Award

Background/Discussion

The Oltman Park Project is located at the corner of 66th Street and Geneva Avenue. It is a 14-acre site just west of Oltman Middle School. The master plan includes multi-purpose turf fields, a parking lot, trail, shelter, playground, training walls, scoreboards, electrical service, and irrigation.

The total project budget for Oltman Park is as follows:

Park Construction	\$2,200,000
Engineering/Indirect Costs	\$550,000
Playground	\$150,000
<u>Picnic Shelter</u>	<u>\$100,000</u>
TOTAL BUDGET	\$3,000,000

On April 16, 2025, City Council approved plans & specifications and authorized bidding for this project. The engineer's estimate for park construction was \$2,200,000.00. The low bid received from Peterson Companies, Inc. was \$2,072,507.40 and is recommended for approval by City Council. The project award recommendation letter and bid abstract have been included for reference.

The city received a \$350,000 grant from the Minnesota Department of Natural Resources' Outdoor Recreation Program. These funds are sourced from the Federal Land and Water Conservation Funds and/or the State's Legislative Citizens Commission on Minnesota Resources – Parks and Trails Fund Allocation and must be used by June 30, 2026.

Recommendation

It is recommended the City Council adopt Resolution 2025-075 awarding the Oltman Park Project to Peterson Companies, Inc. for the bid amount of \$2,072,507.40.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-075

**RESOLUTION AWARDING THE BID FOR THE
OLTMAN PARK PROJECT TO PETERSON COMPANIES, INC.
IN THE TOTAL AMOUNT OF \$2,072,507.40**

WHEREAS, plans and specifications for the Oltman Park Project were completed according to City standards; and

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

WHEREAS, four firms submitted bids; and

WHEREAS, it appears that Peterson Companies, Inc. is the lowest responsible bid; and

WHEREAS, it is the recommendation of the Parks and Recreation Director that the bid be awarded to Peterson Companies, Inc. in the total amount of \$2,072,507.40

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the Oltman Park Project is awarded to Peterson Companies, Inc. in the total amount of \$2,072,507.40.

Passed this 21st day of May, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Real People. Real Solutions.

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

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

May 13, 2025

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

Re: Bid Results
Oltman Park Improvements
BMI Project No. 24X.136878

Dear Honorable Mayor and City Council:

Bids for the 2025 Pavement Management Project were opened on Tuesday, May 13, 2025. A total of four (4) bids were received. Below is the summary of bids:

	Contractor	Base Bid
1.	Peterson Companies, Inc.	\$2,072,507.40
2.	Miller Excavating, Inc.	\$2,104,277.42
3.	New Look Contracting, Inc.	\$2,116,873.10
4.	Max Steininger, Inc.	\$2,324,447.41

The low Bidder on the Project was Peterson Companies, Inc. with a Total Base Bid Amount of \$2,072,507.40, which was under the Engineer's Estimate of \$2,200,000. If the City Council decides to award the Project to the low bidder, then Peterson Companies, Inc. should be awarded the Project on the Total Base Bid Amount of **\$2,072,507.40**.

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

Sincerely,

Bolton & Menk, Inc.

Michael Boex, PE

ABSTRACT OF BIDS
OLTMAN PARK IMPROVEMENTS
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO. 24X.136878

Bid: May 13, 2025 at 10:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	1 Peterson Companies, Inc. Chisago City, MN		2 Miller Excavating, Inc. Bayport, MN		3 New Look Contracting, Inc. Rogers, MN		4 Max Steininger, Inc. Eagan, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$125,420.00	\$125,420.00	\$76,746.91	\$76,746.91	\$135,750.00	\$135,750.00	\$262,103.63	\$262,103.63
2	CLEARING AND GRUBBING	5	EA	\$157.00	\$785.00	\$2,662.59	\$13,312.95	\$548.00	\$2,740.00	\$124.32	\$621.60
3	REMOVE BARRICADE	4	EA	\$64.30	\$257.20	\$85.13	\$340.52	\$200.00	\$800.00	\$91.02	\$364.08
4	REMOVE CONCRETE CURB AND GUTTER	20	LF	\$1.75	\$35.00	\$5.60	\$112.00	\$25.00	\$500.00	\$7.26	\$145.20
5	REMOVE AND REPLACE 6 INCH CONCRETE SIDEWALK	10	SY	\$141.00	\$1,410.00	\$105.43	\$1,054.30	\$130.00	\$1,300.00	\$126.09	\$1,260.90
6	REMOVE BITUMINOUS STREET PAVEMENT	30	EA	\$9.50	\$285.00	\$6.78	\$203.40	\$15.00	\$450.00	\$19.35	\$580.50
7	REMOVE CATCH BASIN	1	EA	\$276.50	\$276.50	\$365.40	\$365.40	\$950.00	\$950.00	\$349.48	\$349.48
8	REMOVE STORM SEWER PIPE	50	LF	\$18.10	\$905.00	\$12.88	\$644.00	\$30.00	\$1,500.00	\$6.99	\$349.50
9	SALVAGE AND REINSTALL STORM SEWER PIPE - 12" RC	30	LF	\$41.90	\$1,257.00	\$95.07	\$2,852.10	\$90.00	\$2,700.00	\$103.94	\$3,118.20
10	SAWING BITUMINOUS PAVEMENT (STREET)	20	LF	\$42.50	\$850.00	\$1.84	\$36.80	\$10.00	\$200.00	\$2.41	\$48.20
11	EXCAVATION - COMMON (EV) (P)	10,500	CY	\$4.35	\$45,675.00	\$3.41	\$35,805.00	\$2.75	\$28,875.00	\$6.37	\$66,885.00
12	COMMON EMBANKMENT (CV) (P)	10,500	CY	\$2.95	\$30,975.00	\$3.41	\$35,805.00	\$2.75	\$28,875.00	\$3.88	\$40,740.00
13	SUBGRADE PREPARATION	4,000	SY	\$0.74	\$2,960.00	\$1.11	\$4,440.00	\$1.25	\$5,000.00	\$1.10	\$4,400.00
14	AGGREGATE BACKFILL (MODIFIED) - STREET	3,990	TN	\$10.10	\$40,299.00	\$12.84	\$51,231.60	\$13.25	\$52,867.50	\$14.01	\$55,899.90
15	AGGREGATE BACKFILL (MODIFIED) - FIELDS	10,000	TN	\$10.10	\$101,000.00	\$12.84	\$128,400.00	\$11.25	\$112,500.00	\$14.01	\$140,100.00
16	AGGREGATE BASE, VIRGIN CLASS 5 - STREET	1,750	TN	\$19.80	\$34,650.00	\$25.80	\$45,150.00	\$21.00	\$36,750.00	\$18.21	\$31,867.50
17	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL OR SIDEWALK	760	TN	\$18.80	\$14,288.00	\$34.46	\$26,189.60	\$32.00	\$24,320.00	\$73.68	\$55,996.80
18	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	320	TN	\$120.50	\$38,560.00	\$117.37	\$37,558.40	\$113.50	\$36,320.00	\$106.10	\$33,952.00
19	TYPE SP 9.5 WEARING COURSE MIXTURE (3,F)	760	TN	\$104.00	\$79,040.00	\$105.48	\$80,164.80	\$113.50	\$86,260.00	\$106.10	\$80,636.00
20	BITUMINOUS MATERIAL FOR TACK COAT	260	GAL	\$1.05	\$273.00	\$1.07	\$278.20	\$1.20	\$312.00	\$1.07	\$278.20
21	CONCRETE PAD	310	SY	\$83.50	\$25,885.00	\$91.44	\$28,346.40	\$96.50	\$29,915.00	\$91.10	\$28,241.00
22	CONCRETE PAD - SPECIAL	20	SY	\$563.50	\$11,270.00	\$204.40	\$4,088.00	\$216.00	\$4,320.00	\$203.63	\$4,072.60
23	6 INCH CONCRETE PEDESTRIAN CURB RAMP	1,360	SF	\$17.90	\$24,344.00	\$16.24	\$22,086.40	\$17.25	\$23,460.00	\$16.18	\$22,004.80
24	TRUNCATED DOME PANEL	80	SF	\$68.20	\$5,456.00	\$64.55	\$5,164.00	\$68.00	\$5,440.00	\$64.30	\$5,144.00
25	CONCRETE CURB AND GUTTER DESIGN B618	1,400	LF	\$32.00	\$44,800.00	\$26.63	\$37,282.00	\$28.00	\$39,200.00	\$26.53	\$37,142.00
26	INSTALL PARK BENCH (SUPPLIED BY OTHERS)	5	EA	\$306.50	\$1,532.50	\$372.76	\$1,863.80	\$350.00	\$1,750.00	\$326.88	\$1,634.40
27	TRASH CAN	12	EA	\$1,249.00	\$14,988.00	\$2,598.68	\$31,184.16	\$1,410.00	\$16,920.00	\$1,339.68	\$16,076.16
28	SPECTATOR BLEACHERS	3	EA	\$8,925.00	\$26,775.00	\$9,505.43	\$28,516.29	\$10,000.00	\$30,000.00	\$9,565.30	\$28,695.90
29	PLAYER BENCH	6	EA	\$3,289.00	\$19,734.00	\$3,503.97	\$21,023.82	\$3,700.00	\$22,200.00	\$3,526.03	\$21,156.18
30	BALL SAFETY NETTING SYSTEM	6	EA	\$12,040.00	\$72,240.00	\$14,740.08	\$88,440.48	\$14,730.00	\$88,380.00	\$9,474.20	\$56,845.20
31	LACROSSE GOAL AND NET	6	EA	\$3,852.00	\$23,112.00	\$4,100.38	\$24,602.28	\$4,340.00	\$26,040.00	\$4,126.21	\$24,757.26
32	6" PERFORATED PVC DRAIN TILE, SDR 26	4,680	LF	\$31.10	\$145,548.00	\$28.11	\$131,554.80	\$28.00	\$131,040.00	\$28.26	\$132,256.80
33	6" PVC DRAINAGE PIPE, SDR 26	700	LF	\$15.10	\$10,570.00	\$28.47	\$19,929.00	\$44.00	\$30,800.00	\$32.95	\$23,065.00
34	6" PVC DRAIN TILE CLEAN OUT	15	EA	\$488.00	\$7,320.00	\$338.13	\$5,071.95	\$420.00	\$6,300.00	\$911.88	\$13,678.20
35	CONNECT DRAIN TILE TO EXISTING STRUCTURE	3	EA	\$2,306.00	\$6,918.00	\$1,853.63	\$5,560.89	\$500.00	\$1,500.00	\$1,532.08	\$4,596.24
36	ADJUST MANHOLE CASTING INCLUDING NEW HDPE ADJUSTMENT RINGS (GREENSPACE)	4	EA	\$488.50	\$1,954.00	\$556.62	\$2,226.48	\$1,000.00	\$4,000.00	\$1,138.30	\$4,553.20
37	ADJUST CATCH BASIN CASTING INCLUDING NEW HDPE ADJUSTMENT RINGS	3	EA	\$488.50	\$1,465.50	\$621.74	\$1,865.22	\$1,000.00	\$3,000.00	\$200.37	\$601.11
38	ADD 12" SECTION, 4' DIA STRUCTURE	1	EA	\$1,153.00	\$1,153.00	\$1,525.44	\$1,525.44	\$2,650.00	\$2,650.00	\$1,568.43	\$1,568.43
39	ADD 18" SECTION, 4' DIA STRUCTURE	2	EA	\$1,153.00	\$2,306.00	\$1,525.43	\$3,050.86	\$2,650.00	\$5,300.00	\$1,739.41	\$3,478.82
40	ADD 36" SECTION, 4' DIA STRUCTURE	2	EA	\$1,153.00	\$2,306.00	\$1,525.43	\$3,050.86	\$3,000.00	\$6,000.00	\$1,883.67	\$3,767.34
41	ADD 48" SECTION, 4' DIA STRUCTURE	2	EA	\$1,153.00	\$2,306.00	\$2,000.76	\$4,001.52	\$3,330.00	\$6,660.00	\$2,198.93	\$4,397.86
42	4' DIA STORM SEWER CBMH, INCL R-3067-V/VB CSTG AND HDPE ADJ RINGS (STO-5)	6.2	LF	\$932.50	\$5,781.50	\$964.02	\$5,976.92	\$843.00	\$5,226.60	\$1,000.37	\$6,202.29
43	4' DIA STORM SEWER CBMH, INCL R-4342 CSTG AND HDPE ADJ RINGS (STO-9)	3	LF	\$1,846.00	\$5,538.00	\$1,713.62	\$5,140.86	\$1,725.00	\$5,175.00	\$1,878.19	\$5,634.57
44	12" RC PIPE SEWER, CLASS 5	73	LF	\$59.30	\$4,328.90	\$71.56	\$5,223.88	\$86.00	\$6,278.00	\$109.62	\$8,002.26
45	TELEWISE STORM SEWER	103	LF	\$9.40	\$968.20	\$3.96	\$407.88	\$13.00	\$1,339.00	\$14.36	\$1,479.08
46	EROSION CONTROL SUPERVISOR	1	LS	\$26,050.00	\$26,050.00	\$2,921.38	\$2,921.38	\$1,650.00	\$1,650.00	\$750.00	\$750.00

ABSTRACT OF BIDS
OLTMAN PARK IMPROVEMENTS
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO. 24X.136878

Bid: May 13, 2025 at 10:00 a.m.

				1		2		3		4	
ITEM		APPROX.	UNIT	Peterson Companies, Inc.		Miller Excavating, Inc.		New Look Contracting, Inc.		Max Steininger, Inc.	
				Chisago City, MN		Bayport, MN		Rogers, MN		Eagan, MN	
NO.	ITEM	QUANT.		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
47	STORM DRAIN INLET PROTECTION (ERO-9)	16	EA	\$165.00	\$2,640.00	\$154.95	\$2,479.20	\$175.00	\$2,800.00	\$125.00	\$2,000.00
48	STORM DRAIN INLET PROTECTION (ERO-10)	8	EA	\$165.00	\$1,320.00	\$154.95	\$1,239.60	\$175.00	\$1,400.00	\$125.00	\$1,000.00
49	SILT FENCE, TYPE MACHINE SLICED	2,200	LF	\$3.30	\$7,260.00	\$5.92	\$13,024.00	\$2.85	\$6,270.00	\$2.47	\$5,434.00
50	CONSTRUCTION ENTRANCE	1	EA	\$3,299.00	\$3,299.00	\$1,340.56	\$1,340.56	\$2,700.00	\$2,700.00	\$750.00	\$750.00
51	SKIDSTEER (BOBCAT) WITH OPERATOR	10	HR	\$220.50	\$2,205.00	\$155.41	\$1,554.10	\$1.00	\$10.00	\$115.00	\$1,150.00
52	STREET SWEEPER WITH OPERATOR	20	HR	\$238.00	\$4,760.00	\$183.68	\$3,673.60	\$1.00	\$20.00	\$125.00	\$2,500.00
53	SANDY CLAY LOAM TOPSOIL BORROW (CV) (P)	5,000	CY	\$42.20	\$211,000.00	\$28.89	\$144,450.00	\$41.00	\$205,000.00	\$34.11	\$170,550.00
54	TOPSOIL BORROW (CV) (P)	2,500	CY	\$30.80	\$77,000.00	\$29.98	\$74,950.00	\$41.00	\$102,500.00	\$34.11	\$85,275.00
55	WEED SPRAYING	11	AC	\$558.00	\$6,138.00	\$595.35	\$6,548.85	\$232.00	\$2,552.00	\$2,411.42	\$26,525.62
56	ROLLED EROSION PREVENTION, CAT 20	2,800	SY	\$1.75	\$4,900.00	\$1.87	\$5,236.00	\$2.20	\$6,160.00	\$1.71	\$4,788.00
57	HYDRAULIC MATRIX TYPE MULCH	45,000	SY	\$1.10	\$49,500.00	\$1.16	\$52,200.00	\$1.30	\$58,500.00	\$1.06	\$47,700.00
58	MULCH, TYPE 6	13	CY	\$145.00	\$1,885.00	\$154.43	\$2,007.59	\$175.00	\$2,275.00	\$155.40	\$2,020.20
59	LANDSCAPE ROCK (3.0" TRAP ROCK)	40	CY	\$236.00	\$9,440.00	\$251.61	\$10,064.40	\$195.00	\$7,800.00	\$253.20	\$10,128.00
60	LANDSCAPE EDGER	85	LF	\$12.80	\$1,088.00	\$13.85	\$1,177.25	\$20.00	\$1,700.00	\$13.93	\$1,184.05
61	APPLICATION OF WATER FOR TURF ESTABLISHMENT	2,000	MGAL	\$4.55	\$9,100.00	\$25.19	\$50,380.00	\$0.01	\$20.00	\$28.40	\$56,800.00
62	SEEDING, TYPE JRK 80-20	1,740	LB	\$20.70	\$36,018.00	\$22.10	\$38,454.00	\$11.00	\$19,140.00	\$13.40	\$23,316.00
63	SEEDING, TYPE RT	1,000	LB	\$42.20	\$42,200.00	\$44.97	\$44,970.00	\$11.00	\$11,000.00	\$9.38	\$9,380.00
64	2.0" CALIPER DECIDUOUS TREE	10	EA	\$629.50	\$6,295.00	\$670.44	\$6,704.40	\$767.00	\$7,670.00	\$674.66	\$6,746.60
65	2.5" CALIPER DECIDUOUS TREE	37	EA	\$696.50	\$25,770.50	\$742.33	\$27,466.21	\$767.00	\$28,379.00	\$747.00	\$27,639.00
66	IRRIGATION SYSTEM	1	LS	\$285,330.00	\$285,330.00	\$311,181.82	\$311,181.82	\$301,650.00	\$301,650.00	\$309,465.57	\$309,465.57
67	4" SOLID LINE LATEX PAINT	4,600	LF	\$0.58	\$2,668.00	\$0.64	\$2,944.00	\$0.70	\$3,220.00	\$0.64	\$2,944.00
68	12" SOLID LINE LATEX PAINT	48	LF	\$1.75	\$84.00	\$3.20	\$153.60	\$5.00	\$240.00	\$3.22	\$154.56
69	PAVEMENT MESSAGE, HANDICAP SYMBOL	5	EA	\$111.50	\$557.50	\$90.53	\$452.65	\$95.00	\$475.00	\$91.10	\$455.50
70	SIGN PANEL, TYPE C	16	SF	\$105.00	\$1,680.00	\$106.50	\$1,704.00	\$110.00	\$1,760.00	\$107.17	\$1,714.72
71	INSTALL SIGN PANEL	7	EA	\$210.00	\$1,470.00	\$213.01	\$1,491.07	\$220.00	\$1,540.00	\$214.35	\$1,500.45
72	PRIVATE UTILITY EXTENSION ALLOWANCE - ELECTRIC	1	ALLOW	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
73	UNDERGROUND WIRE 1 C/10 AWG	3,600	LF	\$2.05	\$7,380.00	\$2.08	\$7,488.00	\$2.25	\$8,100.00	\$2.60	\$9,360.00
74	0.75" NON-METALLIC CONDUIT	570	LF	\$7.75	\$4,417.50	\$7.88	\$4,491.60	\$8.50	\$4,845.00	\$19.07	\$10,869.90
75	1" NON-METALLIC CONDUIT	1,520	LF	\$8.60	\$13,072.00	\$8.74	\$13,284.80	\$9.50	\$14,440.00	\$18.17	\$27,618.40
76	1.25" NON-METALLIC CONDUIT	1,868	LF	\$8.95	\$16,718.60	\$9.08	\$16,961.44	\$9.75	\$18,213.00	\$18.05	\$33,717.40
77	1.5" NON-METALLIC CONDUIT	644	LF	\$14.00	\$9,016.00	\$14.22	\$9,157.68	\$15.25	\$9,821.00	\$16.94	\$10,909.36
78	2" NON-METALLIC CONDUIT	280	LF	\$15.60	\$4,368.00	\$15.85	\$4,438.00	\$17.00	\$4,760.00	\$24.19	\$6,773.20
79	LIGHTING UNIT TYPE E2	5	EA	\$7,173.00	\$35,865.00	\$7,276.32	\$36,381.60	\$7,835.00	\$39,175.00	\$2,117.15	\$10,585.75
80	LIGHT FOUNDATION DESIGN TYPE E	5	EA	\$2,362.00	\$11,810.00	\$2,396.33	\$11,981.65	\$2,580.00	\$12,900.00	\$1,625.14	\$8,125.70
81	SERVICE CABINET(DET A)	1	EA	\$14,890.00	\$14,890.00	\$15,102.19	\$15,102.19	\$16,260.00	\$16,260.00	\$14,080.98	\$14,080.98
82	SERVICE CABINET(DET B)	1	EA	\$14,620.00	\$14,620.00	\$14,835.93	\$14,835.93	\$15,975.00	\$15,975.00	\$13,957.73	\$13,957.73
83	EQUIPMENT PAD	1	EA	\$2,572.00	\$2,572.00	\$3,039.66	\$3,039.66	\$2,810.00	\$2,810.00	\$7,763.87	\$7,763.87
84	HANDHOLE (TYPE A)	2	EA	\$1,539.00	\$3,078.00	\$1,561.34	\$3,122.68	\$1,680.00	\$3,360.00	\$1,552.66	\$3,105.32
85	HANDHOLE (TYPE C)	6	EA	\$1,207.00	\$7,242.00	\$1,224.79	\$7,348.74	\$1,320.00	\$7,920.00	\$1,160.19	\$6,961.14
TOTAL BID:				\$2,072,507.40		\$2,104,277.42		\$2,116,873.10		\$2,324,447.41	



City Council Action Request

13.A.

Meeting Date	5/21/2025
Department	Administration
Agenda Category	Action Item
Title	Closed Meeting - Grey Cloud Trail
Staff Recommendation	Closed meeting pursuant to Minn. Stat. Section 13D.05 subd. 3 (b) for attorney-client privileged communication regarding Grey Cloud Trail.
Budget Implication	N/A
Attachments	None



City Council Action Request

14.A.

Meeting Date 5/21/2025

Department Public Works

Agenda Category Action Item

Title 80th Street & East Point Douglas Road Rehabilitation Project

Staff Recommendation Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide direction to staff on construction phasing.

Budget Implication N/A

Attachments	1.	1-80th Street & East Point Douglas Rehabilitation Project Workshop_2025-5-15
	2.	2-80th & EPD Draft Feasibility Report_2025-5-13



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

From: Ryan Burfeind, PE, Public Works Director

Date: May 15, 2025

Re: 80th Street & East Point Douglas Road Rehabilitation Project – Workshop

Background

Included in the CIP for 2026 is the rehabilitation of 80th Street from Highway 61 to Ideal Avenue, which is the third and final phase of a ten-year plan to address poor road conditions on 80th Street from Highway 61 to Keats Avenue. On June 21, 2023, the City Council authorized a feasibility study for 80th Street from Ideal Avenue to Highway 61. On April 16, 2025, the City Council approved amending the scope of the feasibility study to include East Point Douglas Road from 80th Street to the T-intersection near Arby's.

Discussion

A draft feasibility study has been prepared and is included with this memo for review. The current scope of work includes the following:

- Rehabilitation of 80th Street from Highway 61 to Ideal Avenue.
- Rehabilitation of East Point Douglas Road from 80th Street to the T-intersection.
- Reconstruction of the 80th Street & Highway 61 ramps and intersections. (MnDOT led)
- Aesthetic enhancements to the 80th Street interchange and landscaped medians.
- Signal upgrades throughout the project corridor.
- Constructing dual left turn lanes on 80th Street at the Hardwood Ave/East Point Douglas Road signal.
- Lane modifications to southbound East Point Douglas Road at the Grove Plaza signal to allow for two thru lanes.

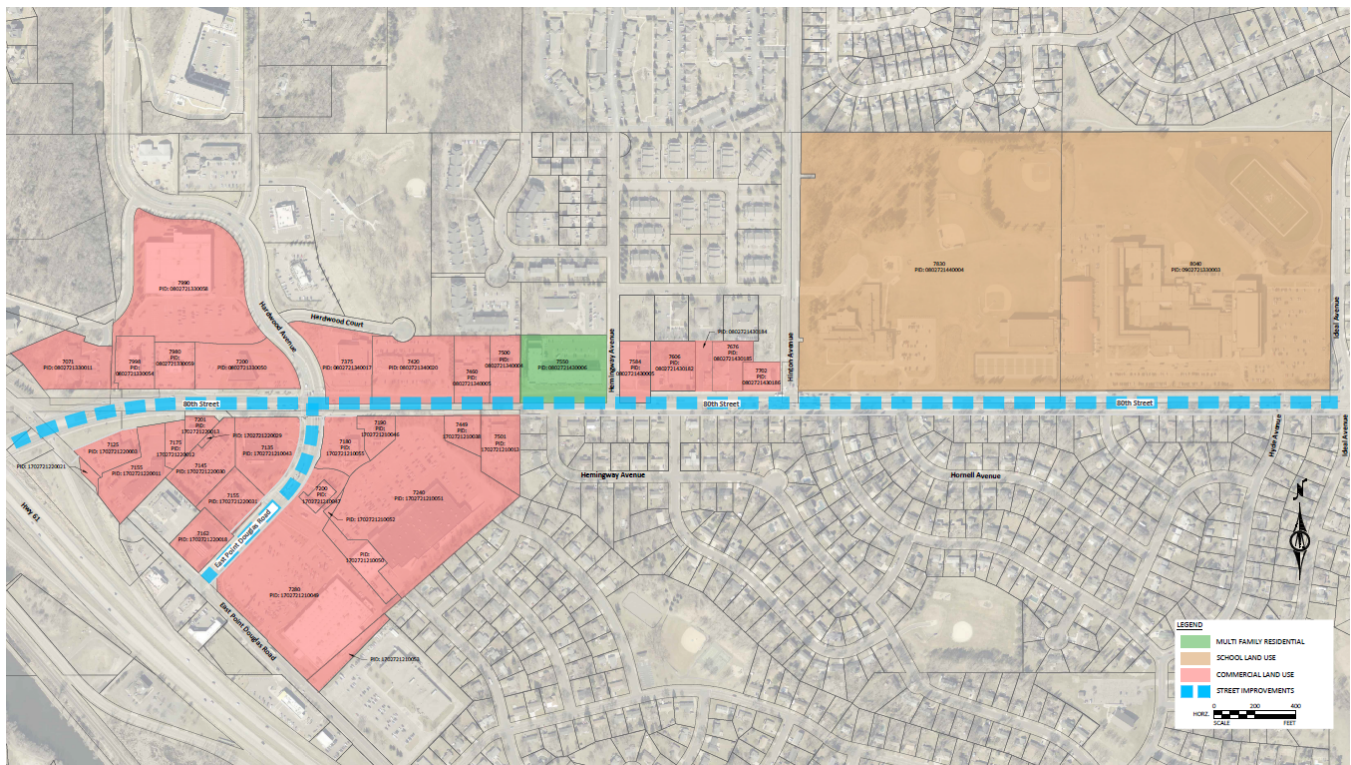
Both 80th Street & East Point Douglas Road are referred to as rehabilitation projects, since much of the curb, sidewalk, and median concrete are in good condition and will not be replaced. Full replacement of the pavement is proposed throughout the project area. As staff are working through the feasibility study, important considerations and discussions related to assessments, project scope, and traffic impacts are necessary.

Assessments

Following the City's special assessment policy, work along 80th Street and East Point Douglas Road is proposed to be assessed to benefiting properties. No work at the 80th Street interchange is proposed to be assessed. Proposed assessments per the City's policy are included in the report. From past experience, special benefit appraisals for commercial/school properties will be lower than the calculated assessments. In anticipation of this, the estimated total assessments

based on past projects have also been included, so the project can be appropriately budgeted. Special benefit appraisals are being completed for all properties in the project and will be completed in October prior to the public hearing. Funding of this project will be through multiple sources:

- Municipal State Aid
- Federal Grant Funding (\$5,000,000)
- Assessments
- TIF
- MnDOT/Washington County (Highway 61 Interchange)
- City utility funds
- School District (new turn lanes into school properties)



Assessable Properties Map

Traffic Impacts

Similar to the East Point Douglas Road & Jamaica Avenue project, different methods of phasing and traffic impacts need to be reviewed for the 80th Street and East Point Douglas Road Project. Project phasing will have an impact on project length, traffic & access, and project costs. Incorporating road closures into the project, while maintaining traffic to all businesses, will reduce project costs and shorten the duration of construction. However, closures are very challenging and can have major impacts in a commercial project area. Similarly, keeping at least one lane open in each direction during construction will allow vehicles to better navigate the project area. In this case, the project will take longer to complete, and project costs will be higher. A middle ground to these two methods is to reduce traffic to one-way in certain areas of the project, similar to East Point Douglas Road behind Target in 2024. At the workshop, staff will present different options for construction phasing for consideration.

In order to complete the work at the 80th Street interchange, closures of the ramps will be required. This work can be phased to mitigate impacts and better align with the work along 80th Street.

Aesthetic Improvements

While this is not a reconstruction project like East Point Douglas Road & Jamaica Avenue, landscaping and aesthetic improvements are still proposed. At the interchange, staff are looking at colored concrete stains to improve the look of the concrete medians and barriers. Being a main entry into our community, the large landscape median on 80th Street between Highway 61 and Hardwood Avenue is proposed to be enhanced with decorative hardscaping and landscaping. On 80th Street east of Hardwood Avenue there are numerous landscape beds in the median and between 80th Street and the south frontage road. As traffic has grown on 80th Street, these narrow beds have been increasingly difficult to maintain. To enhance the look and reduce long-term maintenance, staff are proposing to convert much of these to hardscaping. Aesthetic improvements are in the early stages of design, with more information to be shared as the project moves into final design.

Recommendation

Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide direction to staff on construction phasing.

80th Street Rehabilitation (T.H. 61 to Ideal Avenue)

East Point Douglas Road (80th Street south to Tee Intersection)

T.H. 61 / 80th Street Interchange

City of Cottage Grove, Minnesota
May 2025

DRAFT

Submitted by:
Bolton & Menk, Inc.
3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128
P: 651-704-9970



Real People. Real Solutions.

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

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

May 13, 2025

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

RE: 80th Street Rehabilitation (T.H. 61 to Ideal Avenue)
East Point Douglas Road (80th Street south to Tee Intersection)
T.H. 61 / 80th Street Interchange
BMI Project No. 0N1.131481

Honorable Mayor and City Council Members,

Enclosed for your review is the 80th Street Rehabilitation Feasibility Report. The project scope includes street rehabilitation and utility repairs on 80th Street from T.H. 61 to Ideal Avenue, East Point Douglas Road from 80th Street to the Tee Intersection, and at the T.H. 61 / 80th Street Interchange as identified in this report.

This report describes the improvements necessary within the project area. Cost estimates for the proposed improvements are presented in the report.

We would be happy to discuss this report at your convenience. Please contact me at 651-968-7674 if you have any questions.

Sincerely,

BOLTON & MENK, INC.

Michael Boex, PE

Certification

Feasibility Report

For

80th Street Rehabilitation
(T.H. 61 to Ideal Avenue)

East Point Douglas Road
(80th Street south to the Tee Intersection)

T.H. 61 / 80th Street Interchange

City of Cottage Grove, Minnesota

BMI Project No. 0N1.131481

PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: DRAFT

Typed or Printed Name: _____

Date: _____ License Number: _____

Table of Contents

I.	Introduction.....	1
II.	Existing conditions.....	2
	80 th Street.....	2
	East Point Douglas Road.....	5
	Sidewalks & Trails.....	6
	Medians / Landscaping.....	6
	Sanitary Sewer.....	6
	Watermain.....	7
	Storm Sewer.....	7
	Street Lighting.....	8
III.	Proposed Improvements.....	8
	Streets.....	8
	Sidewalks & Trails.....	10
	Medians / Landscaping.....	10
	Sanitary Sewer.....	11
	Watermain.....	11
	Storm Sewer.....	11
	Storm Water Quantity and Quality.....	12
	Street Lighting.....	12
IV.	Permits and Easement Required.....	12
	Required Permits.....	12
	Required Easements.....	12
V.	Estimated Costs.....	12
	Cost Allocation.....	13
VI.	Financing.....	15
VII.	Project Schedule.....	15
VIII.	Conclusion and Recommendations.....	16

Tables

Table 2.1 – 80 th Street Estimated AADT.....	3
Table 2.2 – 80 th Street Existing Street Section (Cores).....	3
Table 2.3 – 80 th Street Existing Street Section (GPR).....	4
Table 2.4 – 80 th Street Existing Street Section (FWD).....	4
Table 2.5 – 80 th Street Existing Street Section (Test Holes).....	4
Table 2.6 – East Point Douglas Road Estimated AADT.....	5
Table 2.7 – East Point Douglas Road Existing Street Section (Cores).....	5
Table 2.8 – East Point Douglas Road Existing Street Section (GPR).....	5
Table 2.9 – East Point Douglas Road Existing Street Section (FWD).....	6
Table 3.1 – 80 th Street Proposed Street Section.....	9
Table 3.2 – East Point Douglas Road Proposed Street Section.....	10
Table 5.1 – Preliminary Cost Estimate.....	13
Table 5.2 – IMTF Cost Summary.....	14

Appendix

Appendix A: Preliminary Cost Estimate

Appendix B: Cost Summary – Assessment Policy Calculations

Appendix C: Cost Summary – Estimated Benefit Appraisal

Appendix D: Preliminary Assessment Roll

Figures

Figure 1: Location Map

Figure 2 (A – C): Existing Conditions

Figure 3: Proposed Utility Improvements

Figure 4 (A – D): Proposed Streets and Lighting

Figure 5: Street Improvement History

Figure 6 (A – C): Proposed Landscaping and Hardscaping

Figure 7: Assessable Parcels

I. INTRODUCTION

The project consists of pavement rehabilitation / replacement, utility repairs / replacements, and other miscellaneous work as described in this report along 80th Street from T.H. 61 to Ideal Avenue, along East point Douglas Road from 80th Street south to the tee intersection, and the T.H. 61 / 80th Street Interchange exit and entrance ramps. 80th Street from T.H. 61 to Ideal Avenue is a 4-lane roadway of critical importance to the City of Cottage Grove. The roadway connects residential neighborhoods in Cottage Grove to the Gateway North Commercial District along East Point Douglas Road and Hardwood Avenue, Park High School, Crestview Elementary School, Cottage Grove Ice Arena, and Highway 61. 80th Street is the most travelled city street in Cottage Grove, with over 23,000 vehicles per day traveling on the west end near the commercial area and Highway 61. Traffic volumes are expected to increase with additional adjacent multi-family and commercial developments.

80th Street is classified as a minor arterial in the City's comprehensive plan and is a part of the City's Municipal State Aid (MSA) street system. The corridor from Highway 61 to Keats Avenue has been identified for improvements on the City's Capital Improvement Plan (CIP) since 2012. In 2016, a pavement rehabilitation was performed between Ideal Avenue and Jamaica Avenue. In 2020, a full reconstruction was performed between Jamaica Avenue and Keats Avenue. The third and final segment of roadway from Highway 61 to Ideal Avenue has been delayed due to funding shortfalls and is currently programmed for construction in 2026 according to the City's 2025-2029 CIP. To help advance the project, Federal funding for the project was applied for and obtained as part of the Consolidated Appropriations Act of 2023.

East Point Douglas Road, from 80th Street south to the three-legged tee intersection of East Point Douglas Road, is a 4-lane divided roadway and is also on the MSA street system. The road is classified as a minor arterial. The roadway provides direct access to the Gateway North commercial area and carries more than 19,000 vehicles per day immediately south of 80th Street. The segment was originally planned for reconstruction in 2027 along with the remainder of East Point Douglas Road to the southeast, however the construction schedule was adjusted to correlate with the work along 80th Street as both project scopes are similar and traffic impacts can be managed together.

The Minnesota Department of Transportation (MnDOT) was leading a project focused on reconstruction of the entrance and exit ramps at the interchange of 80th Street and Highway 61 to be completed in 2027 or 2028. Through discussions between City and MnDOT staff, it was determined the work should be coordinated and constructed in the same year in order to complete all of the construction in the area at once. As a result, it was decided to incorporate the interchange work into the 80th Street project and design, bid, and build the projects as one package. The detailed scope, history, and proposed design elements of the interchange and ramps are not covered in this report, although costs are included in the overall project costs presented.

The purpose of this report is to evaluate the work required for the construction of street and utility improvements, and to provide an estimate of costs to determine the physical and economic feasibility.

Figures depicting the general location of the project within the City, existing and proposed conditions, street improvement history, and assessable parcels are included in the Appendix.

The City Council authorized preparation of this report to determine the feasibility of the project. If the City decides to proceed with the proposed street and utility improvements as described in this report, it is anticipated construction would begin in spring of 2026 as shown in the project schedule found in Section VII.

II. EXISTING CONDITIONS

80TH STREET

The section of 80th Street from Highway 61 to 480-feet east of Hardwood Avenue was constructed in 1982 in conjunction with the highway overpass. Construction plans indicate the pavement section consisted of 7.25" of bituminous pavement over 12" of sand (select granular borrow). This section of the roadway received a mill and overlay in 1998 in conjunction with the full reconstruction of the eastern portion from 480-feet east of Hardwood Avenue to Ideal Avenue. The eastern portion was reconstructed with 6" of bituminous pavement over 12" of aggregate base class 5. The bituminous pavement is now beyond its design life and due to the increased traffic growth in the community, the condition of the pavement is in dire need of replacement. Along with large transverse cracking and pothole patching, rutting has been observed throughout the corridor within the wheel paths. This condition is believed to be limited to the existing bituminous pavement and is not extended into the subgrade. The rutting has been a significant concern to public works staff and has interfered with effective snow removal along this roadway. Due to the deteriorated condition of the pavement, the project proposes to replace the existing bituminous pavement section and perform spot curb and sidewalk repairs.

A key part of this project will be replacing failing infrastructure, but it will also make required Americans with Disabilities Act (ADA) improvements throughout the corridor. The project will also include upgrading the traffic signals at major intersections along the corridor, including Hardwood Avenue / East Point Douglas Road, Hinton Avenue, and Hyde Avenue. This is critical to address traffic issues and ensure the continued vitality of the Gateway North Commercial District.

The intersection of 80th Street and Hardwood Avenue has experienced delays for both eastbound and westbound left turns. In 2016, the left turn lanes on 80th Street were both lengthened to provide additional stacking distance such that they were less likely to back up into the through lanes during peak hours. Since 2016, the Gateway North commercial district has continued to redevelop. It is anticipated that additional development or redevelopment in the area will exceed the capacity of these turn lanes.

The intersections of 80th Street and Hinton Avenue, and 80th Street and Hyde Avenue, are adjacent to Park High School, the Cottage Grove Ice Arena, and Crestview Elementary School. 80th Street and Hinton Avenue is a primary access for student pedestrians and bicyclists from the west, south, and north. It is in need of improvements for increased pedestrian safety. The southbound approach also experiences significant backups during the AM peak hours that have been increasing due to surrounding redevelopment, putting a strain on traffic operations and backups. 80th Street and Hyde Avenue is an outdated traffic signal system that serves a six-legged intersection and is a primary access point to both the High School and the neighborhood to the south. Due to the six-legs, there are inefficiencies in the signal operations and safety concerns that would be mitigated with a different signal operation and infrastructure setup. The intersection also is used by student pedestrians and bicyclists to access the school from the east and south.

80th Street provides critical local and regional connectivity for residents and businesses in Cottage Grove, and Washington County at large. This role is expected to increase over the next 20 years as business and residential expansion continues in the area. Average Annual Daily Traffic (AADT) for 80th Street within the project area is currently estimated to grow from 2026 to 2046 as summarized below.

Table 2.1 – 80th Street Estimated AADT			
Segment	2023 AADT (Counts)	2026 AADT (Estimated)	2046 AADT (Estimated)
TH 61 to East Point Douglas Rd	23,410	23,760	26,100
East Point Douglas Rd to Hemingway Ave	17,690	17,950	19,720
Hemingway Ave to Hinton Ave	15,930	16,170	17,760
Hinton Ave to Ideal Ave	13,430	13,630	14,970

Various geotechnical testing was completed in 2015 to evaluate pavement section thickness and strength. Ground Penetrating Radar (GPR) was used to determine the in-place pavement and aggregate base thicknesses. Coring of the pavement was performed to verify and correlate the thicknesses obtained from the GPR results and evaluate condition of the in-place bituminous. Soil borings were taken to determine pavement and aggregate base thicknesses and identify the subgrade soils and potential R-values. Falling Weight Deflectometer (FWD) testing was performed to evaluate pavement layer stiffness and strength and obtain the subgrade R-value. The R-value is representative of the ability of a soil to resist lateral spreading due to an applied vertical load from traffic. In addition to the geotechnical testing, city staff dug test pits to better identify the type of materials underlying the bituminous pavement. The following Tables 2.2 through 2.5 summarize the results of the geotechnical testing.

Table 2.2 – 80th Street Existing Street Section (Cores)			
Core/Boring	Location	Bituminous (in)	Subgrade Soil Type
C8/ST-16	61-Hardwood*	8.0	SP-SM, SM
C7/ST-15	Hardwood-Hemingway	8.25	SP-SM, SC
ST-14	Hardwood-Hemingway	7.5	SP-SM
ST-13	Hemingway-Hinton	9.0	SP-SM, SM
C6/ST-12	Hinton-Ideal	6.5	SP-SM
ST-11	Hinton-Ideal	8.0	SM
Average		7.9	

*Due to significant material stripping in the pavement core, an accurate thickness measurement could not be obtained. The thickness provided in the table was measured in the field during boring.

Table 2.3 – 80 th Street Existing Street Section (GPR)								
Location	Direction	Lane	Bituminous (in) ¹			Base (in) ²		
			Ave	CV ³	15 th %	Ave	CV ³	15 th %
TH 61 to 480' E of Hardwood	EB	Inside	8.6	8%	7.6	7.9	28%	5.5
TH 61 to 480' E of Hardwood	EB	Outside	8.6	8%	7.9	5.8	22%	4.8
TH 61 to 480' E of Hardwood	WB	Inside	8.4	8%	7.8	9.3	11%	8.5
TH 61 to 480' E of Hardwood	WB	Outside	8.7	9%	7.7	6.3	21%	4.9
Average			8.6		7.8	7.3		5.9
480' E of Hardwood to Ideal	EB	Inside	6.9	7%	6.5	9.6	22%	7.5
480' E of Hardwood to Ideal	EB	Outside	6.8	6%	6.5	9.5	24%	7.2
480' E of Hardwood to Ideal	WB	Inside	6.4	9%	5.8	9.3	11%	8.3
480' E of Hardwood to Ideal	WB	Outside	6.6	9%	6.2	8.8	14%	7.6
Average			6.7		6.3	9.3		7.7

1. Average depth reported by GPR, see geotechnical report for additional details

2. Aggregate base depths can be difficult to measure with granular subgrades (see Table 2.5 for Base material)

3. Coefficient of Variation (CV) = Standard Deviation/Average

Table 2.4 – 80 th Street Existing Street Section (FWD)					
Location	Direction	Lane	Effective R		
			Ave	CV	15 th %
TH 61 to 480' E of Hardwood	EB	Inside	46.6	6%	44.7
TH 61 to 480' E of Hardwood	EB	Outside	46.6	6%	44.7
TH 61 to 480' E of Hardwood	WB	Inside	45.4	38%	31.3
TH 61 to 480' E of Hardwood	WB	Outside	41.6	37%	28.4
Average			45.1		37.3
480' E of Hardwood to Ideal	EB	Inside	42.8	51%	19.4
480' E of Hardwood to Ideal	EB	Outside	29.0	30%	19.5
480' E of Hardwood to Ideal	WB	Inside	32.4	22%	25.4
480' E of Hardwood to Ideal	WB	Outside	28.0	36%	17.6
Average			33.1		20.5

In 2023, the city dug additional test holes within 80th Street to verify the western portion of the roadway was constructed without an aggregate base layer as indicated in the plans. The results indicated the roadway was constructed without an aggregate base layer and confirmed the aggregate base depths indicated by GPR and initial core testing were misleading with the presence of granular subgrades. Test Hole 2 was dug within the area reconstructed in 1998 and the material was tested and confirmed to be aggregate base class 5 as anticipated.

Table 2.5 – 80 th Street Existing Street Section (Test Holes)					
Test Hole	Location	Direction	Bituminous (in)	Base (in)	Base Material
4	61-Hardwood	WB	7.5	12.0	Select Granular
3	Hardwood-480' East	WB	9.5	10.0	Select Granular
1	Hardwood-480' East	EB	9.0	10.0	Super Sand
2	480' East-Hemingway	EB	6.75	15.0	Agg Base Class 5

EAST POINT DOUGLAS ROAD

East Point Douglas Road is a Municipal State Aid (MSA) street from 80th Street south to the tee intersection and was constructed in 1975. The plans indicate the pavement section consists of 7-inches of bituminous pavement over 3-feet of aggregate backfill. In 2002, some minor widening occurred for the southbound right turn lane at the commercial area and the remainder of the southbound lanes from 80th Street to the tee received a 1.5-inch mill and overlay. In 2017, the northbound right turn lane at 80th Street was constructed and a 1.5-inch mill and overlay of all lanes from 80th Street south through the first intersection was completed. Similar to 80th Street, the bituminous pavement is now beyond its design life and due to the increased traffic growth in the community, the condition of the pavement is in dire need of replacement. Existing sidewalks along both sides of the street are in good condition, however, most of the concrete curb and gutter needs to be replaced.

The traffic signal at the commercial entrances was upgraded in 2017 with the Hy-Vee redevelopment and only minor improvements to the signal are required as part of the project.

Average Annual Daily Traffic (AADT) for East Point Douglas Road within the project area is currently estimated to grow from 2026 to 2046 as summarized below.

Table 2.6 – East Point Douglas Road Estimated AADT

Segment	2023 AADT (Counts)	2026 AADT (Estimated)	2046 AADT (Estimated)
East Point Douglas Rd	19,100	19,400	21,400

Geotechnical testing was completed in 2020 to evaluate pavement section thickness and strength. Ground Penetrating Radar (GPR) was used to determine the in-place pavement and aggregate base thicknesses. Coring of the pavement was performed to verify and correlate the thicknesses obtained from the GPR results and evaluate condition of the in-place bituminous. Soil borings were taken to determine pavement and aggregate base thicknesses and identify the subgrade soils and potential R-values. Falling Weight Deflectometer (FWD) testing was performed to evaluate pavement layer stiffness and strength and obtain the subgrade R-value. The R-value is representative of the ability of a soil to resist lateral spreading due to an applied vertical load from traffic. The attached Tables 2.7 through 2.9 summarize the results of the geotechnical testing.

Table 2.7 – East Point Douglas Road Existing Street Section (Cores)

Core/ Boring	Location	Bituminous (in)	Subgrade Soil Type
B-6	East Point Douglas Rd (NB Right Lane)	8.25	A-2-4

Table 2.8 – East Point Douglas Road Existing Street Section (GPR)

Location	Direction	Lane	Bituminous (in)		
			Ave	CV	15 th %
East Point Douglas Road	NB	Outside	7.7	8%	7.1
East Point Douglas Road	SB	Outside	7.3	18%	5.8
Average			7.5		6.5

Note: There was no discernable base layer detected with the GPR. The base layer could have been deeper than the GPR limits.

Table 2.9 – East Point Douglas Road Existing Street Section (FWD)

Location	Direction	Lane	Effective R
East Point Douglas Road	NB	Outside	25.3

SIDEWALKS & TRAILS

An 8' wide concrete sidewalk exists along 80th Street for much of the corridor. No sidewalk currently exists along the north side of 80th Street between TH 61 and approximately 450' east (location of Culver's). This is mainly because the location of pedestrian facilities across the bridge over TH 61 are situated on the south side. Also, no sidewalk exists on the south side of 80th Street between Hemingway Avenue and Ideal Avenue due to the presence of the frontage Road. In most locations where the sidewalk is constructed immediately adjacent to the curb, a 2' wide buffer of exposed aggregate concrete is used to delineate the sidewalk from the street. The concrete sidewalks are generally in good condition; however, most driveway crossings are not ADA compliant. An 8' wide bituminous trail exists along the north side of 80th Street adjacent to the school properties between Hinton Avenue and Ideal Avenue. The trail pavement is over 25 years old and in need of replacement.

East Point Douglas Road has 6' wide concrete sidewalks on both sides of the street between 80th Street and the tee intersection. A 2' wide buffer of exposed aggregate concrete is used to delineate the sidewalk from the street in most locations. There are also some small areas of stamped colored concrete between the curb and sidewalk along this corridor. The sidewalks were constructed mostly in 2005, with the exception of segments adjacent to Hy-Vee, and are generally in good condition with only spot repairs needed.

MEDIANS / LANDSCAPING

Both 80th Street and East Point Douglas Road are 4-lane divided roadways with turn lanes. Most of the medians along 80th Street are comprised of exposed aggregate concrete. A large, landscaped area consisting of a mixture of perennials, shrubs, trees, and turf grass is located just east of TH 61 which provides an inviting entrance to the Gateway North commercial area from the highway. Several other landscaped beds are present within the medians between Hemingway Avenue and Ideal Avenue, including the areas between 80th Street and the south frontage road. The landscaped beds, especially within the center medians, have been difficult and costly to maintain considering the volume of traffic along the corridor and need improvement. The concrete median along East Point Douglas Road was constructed in 1975 and is in fair condition.

SANITARY SEWER

A small portion of the Thompson Grove sanitary sewer district intersects the project area on the west end of the project near Highway 61. The district serves the properties off East Point Douglas Road west of Hardwood Avenue, such as The Legends of Cottage Grove and White Pine Senior Living, and also the commercial area located in the southwest quadrant of 80th Street and East Point Douglas Road. The remaining areas of the project are served by the West Draw sanitary sewer district.

Lateral and trunk sewers within the project area provide service to the existing businesses, apartments, and schools, before flowing south and eventually across Highway 61. The existing sanitary sewer pipes in the project area were televised to evaluate pipe condition and the reports show that the pipe is generally in good condition. Structures were generally noted to be in good condition during the inspection.

WATERMAIN

A 12-inch cast iron pipe (CIP) trunk watermain currently extends the entire length of 80th Street within the project area. The main was installed in 1963. The portion of the main from Hornell Avenue to Hynes Avenue was replaced in 1998 with 12-inch PVC due to issues with corrosive soils. Otherwise, the City public works staff has not had any major issues with the pipe and it is thought to be in good condition. 6-inch and 8-inch diameter mains feed into the residential and commercial areas adjacent to the project which provides service to the residents and businesses. Public works staff has operated the valves and hydrants in the project area and there are no major repairs needed.

The project spans two of the city's four pressure zones, the High Pressure and Intermediate Pressure Zones. An 8-inch Pressure Reducing Valve (PRV) is located at the junction between the two zones at Hornell Avenue. The valve and structure were relocated and replaced in 1998, and the valve is nearing the end of its useful life.

STORM SEWER

The project site is located within the city's Thompson Grove drainage area. The west portion of the project between Highway 61 and approximately 750' east of Hardwood Avenue drains west to a 72-inch diameter trunk sewer pipe. The trunk pipe flows south under 80th Street, then parallel with the westbound Highway 61 exit ramp, and then southwest under Highway 61 to the Hamlet Park ponding system. The lateral storm sewer system within this portion of the project was constructed in 1982 with the interchange project and many of the structures and castings were built to MnDOT standards. A pipe crossing conflict between the 27" RCP storm sewer pipe along the north curb line of 80th Street and the 18" trunk sanitary sewer pipe was mitigated at that time by constructing a storm sewer structure at the location of the crossing and installing the sanitary sewer pipe through the structure. Therefore, the 18" sanitary sewer pipe constricts the flow within the 27" storm sewer pipe. City staff has not had any maintenance issues with the configuration; however, the design should review options to reroute the storm sewer piping to avoid the trunk sanitary sewer pipe.

The area between 750' east of Hardwood Avenue and Henslowe Avenue drains west along 80th Street and then south through the Hy-Vee commercial area at the southeast corner of 80th Street and East Point Douglas Road. From there, the stormwater system flows west and connects to the trunk system before crossing Highway 61.

Stormwater between Henslowe Avenue and Ideal Avenue is collected within two systems along 80th Street that both flow south into and through the Thompson Grove Estates neighborhood. The western area collects drainage between Henslowe Avenue and Hynes Avenue, as well as the Crestview Elementary School site, and flows southwest from 80th Street through a 30-inch diameter trunk storm sewer pipe. The area between Hynes Avenue and Ideal Avenue is collected at the intersection of 80th Street and Hynes Avenue, flows east to Ideal Avenue, and then south into the Thompson Grove Estates neighborhood to pond TG-P3.

The system for the eastern portion of the project was reconstructed and expanded by the City in 1998.

East Point Douglas Road drains southerly from 80th Street south to the tee intersection. Catch basins at the tee intersection over the trunk storm sewer pipe collect the drainage from East Point Douglas Road. There are no intermediate catch basins along the 1,000-foot stretch between 80th Street and the tee intersection. City staff indicated some stormwater ponding does occur at the

low point at the tee intersection and improvements should be considered.

The existing storm sewer was televised to determine pipe condition and necessary repairs. In addition, storm structures were also inspected. Storm sewer mains are generally in good condition. All structures were generally in good condition with some miscellaneous structure patching, invert reconstruction, and other repairs noted during the inspections.

STREET LIGHTING

Direct buried concrete light poles exist along the entire length of 80th Street and East Point Douglas Road within the project limits, and they have been known to crack. Handholes are provided at each pole and buried conduits with wire connect to each handhole. The lighting along 80th Street is served by four service cabinets located at East Point Douglas Road, Hinton Avenue, Hynes Avenue, and Ideal Avenue. The lighting along East Point Douglas Road is served by a cabinet located at the northeast corner of the tee intersection.

III. PROPOSED IMPROVEMENTS

The following is a discussion of the proposed street and utility improvements proposed as part of the project:

STREETS

The intent of the project is to address the deteriorated pavement conditions on both 80th Street and East Point Douglas Road, as well as provide updates and repairs to surface infrastructure such as sidewalks and trails, pedestrian ramps, concrete curb and gutter, concrete medians, and signals. Major improvements along 80th Street include the following items:

- Conversion of the geometry at the intersection of 80th Street and East Point Douglas Road to provide dual left turn lanes in the eastbound and westbound directions
- Extension of the right turn lane off 80th Street just east of Highway 61 into the commercial area
- Replacement of the traffic signal at Hyde Avenue
- Upgrades to the traffic signal at Hinton Avenue
- Construction of a right turn lane and extension of the left turn lane at Crestview Elementary School
- Full rehabilitation of the bituminous pavement including reclamation and stabilization of the base materials

Supporting recent commercial and high-density residential development and redevelopment in the area, dual left turn lanes are proposed for eastbound and westbound 80th Street at the intersection with Hardwood Avenue and East Point Douglas Road. Dual left turn lanes allow for additional capacity and overall operational improvements as more vehicles can be stored and allowed to efficiently traverse through the intersection. In addition, signal timings can be adjusted to improve the overall functionality of the intersection in all directions. In conjunction with the geometry improvements, the signal at the intersection will be upgraded to accommodate the additional left turn lanes. Incorporation of APS into the signal components is also a requirement of the project to meet ADA standards.

The traffic signal at Hyde Avenue is proposed to be replaced as part of this project. The existing signal does not meet current standards and is intermixed with the stop-controlled intersection to the south at the frontage road, creating a safety concern. In addition, the existing eastbound right turn lane at Hyde Avenue is proposed to be removed with the project. This will allow for additional pedestrian refuge space and storage to increase safety for students and pedestrians waiting to cross 80th Street. It also provides for a shorter crossing of 80th Street which has many safety and operational benefits.

Upgrades to the signal at Hinton Avenue are proposed to meet current signal standards. The mast arms across 80th Street are proposed to be replaced to allow for signal heads to be placed over each lane.

Improvements to the Crestview Elementary School and Park High School sites have been proposed by the school district and will occur in 2025-2026. As a result, improvements to the 80th Street corridor are required. A new right turn lane to the elementary school and an extension of the existing left turn lane have been incorporated into the City's project. Additional improvements within the school sites are not included as part of this project.

Full rehabilitation of the bituminous pavement section is proposed with this project. The western portion of the project, originally constructed in 1982, was built without an aggregate base section and the bituminous pavement was placed directly onto a sand section. Replacement of only the bituminous pavement does not provide the structural capacity required due to the increased traffic anticipated in the area. Therefore, the proposed improvements for 80th Street from Highway 61 to Hinton Avenue include reclamation of the existing bituminous pavement and a portion of the underlying sand section to create a recycled aggregate base material. This would be followed by removal of 6" of the recycled aggregate base material to be used in other parts of the project, such as widening areas, or hauled offsite. The remaining recycled aggregate base would be stabilized by a combination of emulsion and cement, to increase the structural capacity of the material. Following the stabilization, 6" of bituminous pavement would be placed. The resultant section would meet the current and future traffic loadings over the next 20 years. Improvements to the section of 80th Street from Hinton Avenue to Ideal Avenue are similar, except the existing aggregate base section is not required to be stabilized to meet the anticipated traffic loading.

Table 3.1 – 80th Street Proposed Street Section

Location	20-yr ESAL's	Proposed Pavement Section				Reliability ¹	
		Bit (in)	SFDR (in)	Class 5 (in)	Sand (in)	Fatigue	Rutting
TH 61 to 480' E of Hardwood	3,478,000	6	4	-	9	100%	96%
480' E of Hardwood to Hemingway	2,530,000	6	4	8	-	100%	98%
Hemingway to Hinton	2,209,000	6	4	8	-	100%	99%
Hinton to Ideal	1,783,000	6	-	12	-	100%	99%

1. MnPave 7.1 results. A minimum of 90% reliability is recommended when ESAL's are between 1 million and 15 million.

Major improvements along East Point Douglas Road include the following items:

- Widening of East Point Douglas Road to accommodate the westbound 80th Street dual left turn lanes.
- Removal of the dedicated southbound right turn lane at the signal for the commercial entrances and conversion to a combined thru-right turn lane
- Upgrades to the traffic signal at the commercial entrances for the revised lane configuration

- Full rehabilitation of the bituminous pavement including reclamation and stabilization of the base materials

As discussed previously, dual left turn lanes along 80th Street are proposed at the intersection with East Point Douglas Road. Due to the additional left turn lane off 80th Street in conjunction with the existing dual left turn lanes for southbound East Point Douglas Road to Hy-Vee, minor widening is proposed for the southbound East Point Douglas thru lanes. In addition, conversion of the dedicated southbound right turn lane at the commercial entrance to a combined thru-right turn lane is proposed. These proposed improvements are expected to alleviate some of the confusion drivers currently experience in this segment by providing two thru lanes and two dedicated left turn lanes. By providing the additional southbound thru lane at the intersection, adjustments to the signal system heads are needed to properly align to the lanes.

Similar to the western portion of 80th Street, the existing bituminous pavement along East Point Douglas Road was constructed directly over the sand section. Therefore, full rehabilitation of the bituminous pavement with a stabilized base is proposed to provide the required structural capacity.

Table 3.2 – East Point Douglas Road Proposed Street Section

Location	20-yr ESAL's	Proposed Pavement Section				Reliability ¹	
		Bit (in)	SFDR (in)	Class 5 (in)	Sand (in)	Fatigue	Rutting
East Point Douglas Road	2,755,000	6	4	-	9	100%	96%

1. MnPave 7.1 results. A minimum of 90% reliability is recommended when ESAL's are between 1 million and 15 million.

SIDEWALKS & TRAILS

A 6' wide concrete sidewalk is proposed along the north side of 80th Street between Highway 61 and approximately 450' east (location of Culver's). This will fill the missing sidewalk link and provide additional pedestrian connectivity along 80th Street. As a result of this sidewalk, the existing free right turn lane from westbound 80th Street to northbound Highway 61 will be removed. MnDOT does not anticipate any operational issues as a result of removal of the free right turn.

The 8' wide bituminous trail along the north side of 80th Street adjacent to the school properties between Hinton Avenue and Ideal Avenue is proposed to be replaced as part of this project. The pavement will be removed and replaced; however, the aggregate base section underneath is proposed to remain in place.

Damaged sidewalk panels throughout 80th Street and East Point Douglas Road are proposed to be removed and replaced, while panels in good condition will remain. Some additional panels impacted by the light pole upgrades will be replaced as necessary.

MEDIANS / LANDSCAPING

The large, landscaped area and median located along 80th Street just east of Highway 61 is proposed to be replaced with a combination of rock mulch, perennials, stamped colored concrete, and brick pavers. No improvements to the irrigation system servicing this bed are proposed. The median appearance would be similar to, but not as extensive as the medians constructed in 2022 along Jamaica Avenue just north of Highway 61. The existing trees within the median are proposed to remain in place.

The median landscaped beds between Hemingway Avenue and Ideal Avenue, including both the center median and median between 80th Street and the south frontage road, are proposed to be improved. Wood mulch within the center median landscaped beds is proposed to be replaced with rock mulch and the existing shrubs replaced. Existing trees are proposed to remain in place. Portions of the landscaped beds between 80th Street and the frontage road are proposed to be replaced with concrete pavement, while the areas containing trees will be filled with new wood mulch. The concrete median along East Point Douglas Road is proposed to be replaced due to the proposed geometry improvements. Areas of existing exposed aggregate concrete between Highway 61 and 500' east of Hardwood Avenue are proposed to be replaced with stamped colored concrete pavement, while the remaining exposed aggregate concrete areas throughout the 80th Street corridor are proposed to remain in place, unless impacted by adjacent repair work such as spot curb and gutter replacement. Existing exposed aggregate concrete areas along East Point Douglas Road are proposed to be replaced with stamped colored concrete as most areas are directly adjacent to curb and gutter that will be removed and replaced.

SANITARY SEWER

Televising results indicated a stretch of 9-inch sewer along 80th Street just east of Highway 61 that needs to be lined. The sanitary sewer manhole castings in the project area will be salvaged and reinstalled, or replaced if necessary. The existing concrete adjusting rings will be replaced with new high-density polyethylene (HDPE) adjusting rings conforming to current City standards when adjustments are made to the new pavement grades. Minor repairs to the structures, such as patching cleaning, and reconstructing inverts, will be made as identified in the structure inspection reports.

WATERMAIN

It is proposed that broken valve box top sections be removed and replaced as a part of this project. Extensions are proposed for any hydrant barrels requiring adjustment. Hydrants will be reconditioned by sandblasting and painting, and concrete hydrant access pads are proposed in accordance with current City standards. Public Works staff has reviewed the condition of the Pressure Reducing Valve at Hornell Avenue and is recommending the piping system and valves within the structure be replaced.

STORM SEWER

The intent of this project is to rehabilitate the roadway pavement and not change existing drainage patterns. The proposed design includes replacing existing adjusting rings with new high-density polyethylene (HDPE) adjusting rings to conform to current City standards, adding 1- foot sections to structures that are buried or not flush with the finished ground, and repairing or replacing structures and castings that are in poor condition. Existing castings in good condition will be salvaged and reinstalled. Miscellaneous structure patching and other repairs will be performed as needed. Existing block structures within the project limits will be replaced with precast structures.

Additional catch basins and relocations are required along 80th Street for construction of the dual left turn lanes at Hardwood Avenue. Therefore, rerouting of the storm sewer in this area to mitigate the sanitary sewer and storm sewer pipe conflict, as well as collect drainage from the dual left turn lanes, is proposed. The sanitary sewer / storm sewer pipe conflict structure is proposed to be abandoned, eliminating the pipe constriction within the storm sewer system and reduce the risk of failure of the sanitary sewer pipe.

Since City staff indicated some stormwater ponding occurs at the low point at the tee intersection, additional storm sewer catch basins to meet MSA spread requirements for street volume and speed characteristics are proposed.

City staff is not aware of any other drainage issues along the 80th Street or East Point Douglas Road corridors. Figure 3 displays the proposed inlet locations and storm sewer layout throughout the project corridor.

STORM WATER QUANTITY AND QUALITY

Site specific stormwater rate and volume control, in addition to stormwater quality considerations, do not appear to be required for the City portion of the project as the sum of the new impervious and fully reconstructed impervious surfaces will not equal or exceed one acre. Therefore, state and local stormwater management requirements are satisfied within the scope of this project.

STREET LIGHTING

The existing street lighting units within the project area are proposed to be removed. Updated light poles and bases are proposed to be installed to achieve desired lighting levels and replace the outdated concrete poles. The existing conduit and wire is proposed to be reused wherever possible. Decorative poles and luminaires similar to the poles installed along 80th Street between Jamaica Avenue and Keats Avenue are proposed. Service cabinets will be replaced as necessary to meet the current city standards. Figure 4 depicts the proposed street lighting improvements throughout the corridor.

IV. PERMITS AND EASEMENT REQUIRED

REQUIRED PERMITS

If the project disturbs more than one acre of land, a Phase II General Storm Water Permit for Construction Activities from the MPCA and a Stormwater Pollution Prevention Plan (SWPPP) will be required. The associated interchange work appears to exceed these limits and therefore the permit is anticipated to be required. In addition, construction at the west end of 80th Street lies within MnDOT right-of-way and the proposed work will require approvals from MnDOT. This is anticipated to be addressed with MnDOT's review and approval of the construction plans.

REQUIRED EASEMENTS

All proposed public utility and street improvements are proposed to be located within existing public right-of-way and/or easements. Therefore, no additional right-of-way or easements are anticipated with this project.

V. ESTIMATED COSTS

Detailed cost estimates for construction of the utility and street improvements have been prepared and itemized in Appendix A. The estimated total project cost for the 80th Street, East Point Douglas Road, and TH 61 / 80th Street Interchange Improvements project is \$17,290,169.88. All costs are based on anticipated unit prices for the 2026 construction season. All costs include a twenty-five (25) percent allowance for indirect costs associated with the project (engineering, administrative, financing, and legal) as well as a ten (10) percent contingency. No costs are included for capitalized interest during the construction period or before assessments are levied.

The following is an overall summary of the estimated costs:

Table 5.1 – Preliminary Cost Estimate		
Improvements	Construction Cost¹	Total Project Costs ²
80th Street Improvements		
Streets	\$5,680,363.15	\$7,100,453.94
Sanitary Sewer	\$83,204.00	\$104,005.00
Water Main	\$92,653.00	\$115,816.25
Storm Sewer	\$353,633.50	\$442,041.88
Signals	\$1,039,060.00	\$1,298,825.00
Street Lighting	\$1,024,760.00	\$1,280,950.00
Subtotal - 80th Street	\$8,273,673.65	\$10,342,092.06
East Point Douglas Road Improvements		
Streets	\$960,212.00	\$1,200,265.00
Sanitary Sewer	\$0.00	\$0.00
Water Main	\$0.00	\$0.00
Storm Sewer	\$185,509.50	\$231,886.88
Signals	\$88,220.00	\$110,275.00
Street Lighting	\$95,700.00	\$119,625.00
Subtotal - East Point Douglas Road	\$1,329,641.50	\$1,662,051.88
MnDOT & County Interchange		
Streets	\$4,228,820.75	\$5,286,025.94
Subtotal - MnDOT & County Interchange	\$4,228,820.75	\$5,286,025.94
Total Project	\$13,832,135.90	\$17,290,169.88

1. Construction Costs include 10% contingency
2. Total Project Costs include 25% Indirect costs

COST ALLOCATION

Assessments for this project will be based upon the "Infrastructure Maintenance Task Force (IMTF) Special Assessment Policy for Public Improvements," dated September 30, 2005, and revised October 31, 2023. All benefiting properties are proposed to be assessed.

The MnDOT and Washington County portions of the interchange work are not assessed to parcels within this project. In addition, the rehabilitation of the City's PRV on 80th Street and the left and right turn lanes into Crestview Elementary will not be assessed. The City has already collected \$294,815.00 from ISD 833 for construction of the turn lanes into Crestview Elementary.

City or Non-Assessable Property:

Per the policy, 100% of the project costs adjacent to City-owned property are assessed to the property. In areas where other property is opposite City property, half of the street width was assigned to the other land use/property and the other half to the City. For this project, costs allocated to the City were those portions of 80th Street adjacent to the City's south frontage road,

approximately from Hemingway Avenue to Ideal Avenue (see Figure 7).

Commercial Property:

Per the policy, 100% of the project costs adjacent to commercial property are assessed. One-third of the project costs will be apportioned among the properties based on the lineal feet abutting the improved street surface, and two-thirds of the project costs will be apportioned based on the areas of the properties.

School Property:

For school property where students attend classes, 75% of the project costs are assessed, based on the front footage of the street being improved.

Residential Land Use:

Urban residential land use is considered to receive benefit if the property's main entrance has direct access to the street being improved. Per the Urban Residential policy, 45% of the project cost for both surface and subsurface improvements would be assigned to each individual residential lot on a unit basis¹. The amount assessed is based on the City standard street section even if the width is greater.

Summary:

The IMTF policy therefore allocates costs in the following manner:

Table 5.2 – IMTF Cost Summary					
Location	Commercial Assessed Amount	School Assessed Amount	Residential Assessed Amount	Other Funds	Estimated Project Cost²
80 th Street	\$4,232,901.81	\$1,604,847.46	\$122,188.31	\$4,382,154.49	\$10,342,092.06
East Point Douglas Rd	\$1,662,051.88	\$0.00	\$0.00	\$0.00	\$1,662,051.88
MnDOT & County Interchange	\$0.00	\$0.00	\$0.00	\$5,286,025.94	\$5,286,025.94
Totals:	\$5,894,953.68	\$1,604,847.46	\$122,188.31	\$9,668,180.43	\$17,290,169.88

Figure 7 depicts the assessable parcels for the project, and Appendix B depicts the project funding summary per the IMTF Assessment Policy.

Special Benefit Appraisal:

Special Benefit Appraisals are being conducted for the properties identified on Figure 7. When the calculated assessment exceeds the special benefit appraisal, the assessment is proposed to be capped at the amount of the special benefit appraisal. If needed, City funds will cover the difference between the calculated assessment and the benefit appraisal. For illustrative purposes only, Appendix C provides an alternate funding strategy should the benefit appraisals cap the assessment for commercial and school properties.

¹ Residential assessments are apportioned among benefited residential buildable lot equivalents (RBLE). Since this project involves a single residential parcel, the RBLE analysis does not factor in.

² Total Project Cost (10% contingency + 25% indirect)

VI. FINANCING

Assessments are proposed to be levied based on the City's current assessment policy. The remainder of the project would be financed through a combination of funds as described below.

Portions of the project would be financed through a combination of Federal Funds, TIF Funds, City funds, such as Enterprise funds for items such as watermain and sanitary sewer improvements, and MSA funds.

The federal funds consist of Congressionally Directed Funding through the Consolidated Appropriations Act of 2023 in the amount of \$5,000,000. The federal funds are planned to be applied to the construction costs only. These funds remain available for obligation (authorization) through September 30, 2026. For the federal funds to be obligated, the environmental documentation, construction plans / specifications, and right-of-way documentation will need to be reviewed and approved through the MnDOT State Aid (Federal Aid) office. This is scheduled to occur in December of 2025. Any such amounts not obligated on or before September 30, 2026, shall expire. Once the period for obligation has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2031. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure. With construction planned for 2026, funds should be expended prior to the funds expiring.

TIF Funds can be applied to items in this project that benefits development in the area. The following items are anticipated to be TIF eligible:

- Extension of the right-in-right-out lane on 80th Street near Dairy Queen
- Both dual left turn lanes on 80th Street (including associated median and storm sewer)
- Signal revisions at 80th St / East Point Douglas Rd and East Point Douglas Rd / Hy-Vee
- ADA improvements within the project limits

Lastly, both MnDOT and Washington County will participate in their respective costs for the interchange work, and ISD 833 has already contributed to the construction of the left and right turn lanes at Crestview Elementary School.

VII. PROJECT SCHEDULE

Below is the proposed schedule assuming starting construction in spring 2026:

- June 14, 2023 Council Orders Feasibility Report
- April 16, 2025 Council Orders Feasibility Report Scope Amendment
- May 21, 2025 Council Work Session
- June 4, 2025 Council Orders the Preparation of Plans and Specifications
- November 12, 2025 Neighborhood Meeting
- November 19, 2025 Council Adopts Feasibility Report
- Council Sets a Public Improvement Hearing Date

- December 3, 2025 Council Holds Public Improvement Hearing
Council Orders Improvement
- January 7, 2026 Council Approves the Plans and Specifications, Sets Bid Date
- February 26, 2026 Project Bid Opening
- March 18, 2026 Contract Award
- Spring 2026 Begin Construction
- Fall 2026 Complete Construction
- Fall 2026 Council Sets Assessment Hearing Date
- October 2026 Council Holds Assessment Hearing

VIII. CONCLUSION AND RECOMMENDATIONS

Based on the information contained herein, it can be concluded that the construction of utility and street improvements is feasible. The improvements are necessary to replace failing infrastructure and improve traffic operations to the area. This project is cost effective based on existing conditions and acceptable standards proposed to construct the improvements.

From an engineering standpoint, this project is feasible, necessary, and cost effective.

The following recommendations are therefore made:

- Adopt this report as a guide for the layout and design for the proposed improvements
- Inform properties within the project limits of the project scope, schedule, and impacts

REQUEST FOR COUNCIL ACTION

- Approve this Feasibility Report and Set a Public Improvement Hearing Date for this project.

Appendix A: Preliminary Cost Estimate

COST ESTIMATE
80TH STREET REHABILITATION
EAST POINT DOUGLAS ROAD
T.H. 61/80th STREET INTERCHANGE
PROJECT NO. 0N1.131481
CITY OF COTTAGE GROVE, MINNESOTA

No.	Item	Units	Qty	EE Unit Price	EE Total Price
BASE BID					
1	MOBILIZATION	LUMP SUM	1	\$ 600,000.00	\$ 600,000.00
2	REMOVE CATCH BASIN OR MANHOLE	EACH	6	\$ 700.00	\$ 4,200.00
3	REMOVE SEWER PIPE (STORM)	LIN FT	641	\$ 30.00	\$ 19,230.00
4	SAWING BITUMINOUS PAVEMENT (STREET)	LIN FT	701	\$ 3.00	\$ 2,103.00
5	SAWING BITUMINOUS PAVEMENT (DRIVEWAY OR TRAIL)	LIN FT	280	\$ 3.00	\$ 840.00
6	SAWING CONCRETE PAVEMENT	LIN FT	270	\$ 6.00	\$ 1,620.00
7	REMOVE CONCRETE CURB AND GUTTER	LIN FT	9,155	\$ 3.50	\$ 32,042.50
8	REMOVE AND REPLACE CONCRETE CURB AND GUTTER (SPOT REPAIR)	LIN FT	2,185	\$ 45.00	\$ 98,325.00
9	REMOVE GUARDRAIL-TYPE 31	LIN FT	1,905	\$ 8.00	\$ 15,240.00
10	REMOVE AND REPLACE CONCRETE SIDEWALK	SQ YD	1,060	\$ 90.00	\$ 95,400.00
11	REMOVE CONCRETE MEDIAN	SQ YD	3,619	\$ 6.00	\$ 21,714.00
12	REMOVE CONCRETE WALK	SQ YD	118	\$ 2.00	\$ 236.00
13	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	3,000	\$ 8.00	\$ 24,000.00
14	REMOVE CONCRETE PAVEMENT	SQ YD	10,473	\$ 22.00	\$ 230,406.00
15	REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	737	\$ 6.00	\$ 4,422.00
16	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY OR TRAIL)	SQ YD	2,700	\$ 5.00	\$ 13,500.00
17	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	3,899	\$ 6.00	\$ 23,394.00
18	REMOVE CONCRETE SIDEWALK OR PEDESTRIAN RAMP	SQ FT	7,320	\$ 2.00	\$ 14,640.00
19	REMOVE SIGN AND POST	EACH	60	\$ 30.00	\$ 1,800.00
20	REMOVE SIGN PANEL	EACH	155	\$ 40.00	\$ 6,200.00
21	REMOVE LIGHTING UNIT	EACH	62	\$ 500.00	\$ 31,000.00
22	REMOVE LIGHTING HANDHOLE	EACH	46	\$ 350.00	\$ 16,100.00
23	REMOVE LIGHTING CABINET	EACH	5	\$ 550.00	\$ 2,750.00
24	ABANDON STRUCTURE (SANITARY)	EACH	3	\$ 5,000.00	\$ 15,000.00
25	REMOVE EXPOSED REBAR (SANITARY)	EACH	1	\$ 500.00	\$ 500.00
26	REMOVE LIFT CABLE (STORM)	EACH	1	\$ 500.00	\$ 500.00
27	REMOVE STEP (SANITARY)	EACH	1	\$ 250.00	\$ 250.00
28	REMOVE STEP (STORM)	EACH	5	\$ 250.00	\$ 1,250.00
29	REMOVE UNDERGROUND WIRE	LIN FT	900	\$ 1.00	\$ 900.00
30	ABANDON 27" RCP STORM SEWER	LIN FT	390	\$ 20.00	\$ 7,800.00
31	FINISH GRADING - STREET	SQ YD	54,690	\$ 1.50	\$ 82,035.00
32	FINISH GRADING - TRAIL OR SIDEWALK	SQ YD	4,160	\$ 2.00	\$ 8,320.00
33	EXCAVATION - COMMON (EV) (P)	CU YD	16,568	\$ 30.00	\$ 497,040.00
34	COMMON EMBANKMENT (CV) (P)	CU YD	250	\$ 15.00	\$ 3,750.00
35	EXCAVATION SPECIAL (LANDSCAPE BEDS)	CU YD	870	\$ 50.00	\$ 43,500.00
36	AGGREGATE BACKFILL (MODIFIED)	TON	240	\$ 18.00	\$ 4,320.00
37	STREET SWEEPER WITH OPERATOR	hour	100	\$ 150.00	\$ 15,000.00
38	AGGREGATE BASE, VIRGIN CLASS 5 - STREET	TON	8,477	\$ 19.00	\$ 161,063.00
39	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL, SIDEWALK, DRIVEWAYS, AND MEDIAN	TON	1,440	\$ 25.00	\$ 36,000.00
40	FULL DEPTH RECLAMATION	SQ YD	51,550	\$ 2.00	\$ 103,100.00
41	STABILIZED FULL DEPTH RECLAMATION	SQ YD	36,980	\$ 6.00	\$ 221,880.00
42	HAUL FULL DEPTH RECLAMATION (LV)	CU YD	10,570	\$ 22.00	\$ 232,540.00
43	EMULSION	TON	390	\$ 750.00	\$ 292,500.00
44	CEMENT	TON	100	\$ 300.00	\$ 30,000.00
45	SALVAGE AND REINSTALL RECLAIM IN WIDENING AREAS (CV)	CU YD	1,000	\$ 22.00	\$ 22,000.00
46	CONCRETE PAVEMENT 8.0"	SQ YD	9,549	\$ 90.00	\$ 859,410.00
47	JOINT ADHESIVE	LIN FT	26,518	\$ 0.75	\$ 19,888.50
48	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7,660	\$ 3.00	\$ 22,980.00
49	TYPE SP 12.5 NON WEAR COURSE MIXTURE (4,B)	TON	7,452	\$ 85.00	\$ 633,420.00
50	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	7,973	\$ 100.00	\$ 797,300.00
51	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) - SPECIAL	TON	6,930	\$ 105.00	\$ 727,650.00
52	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	70	\$ 120.00	\$ 8,400.00
53	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TRAIL)	TON	450	\$ 120.00	\$ 54,000.00
54	BITUMINOUS INCENTIVE AND DISINCENTIVE ALLOWANCE	LUMP SUM	1	\$ 108,000.00	\$ 108,000.00
55	BRIDGE AESTHETICS	LUMP SUM	1	\$ 50,000.00	\$ 50,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
56	DRAINAGE IMPROVEMENTS	LUMP SUM	1	\$ 555,000.00	\$ 555,000.00
57	12" RCP FLARED END SECTION INCL TRASH GUARD	LIN FT	1	\$ 3,000.00	\$ 3,000.00
58	12" RC STORM SEWER PIPE, CLASS 5	LIN FT	260	\$ 90.00	\$ 23,400.00
59	15" RC STORM SEWER PIPE, CLASS 5	LIN FT	1,266	\$ 115.00	\$ 145,590.00
60	27" RC STORM SEWER PIPE, CLASS 3	LIN FT	586	\$ 180.00	\$ 105,480.00
61	CONNECT EXISTING PIPE TO NEW STRUCTURE	EACH	10	\$ 1,500.00	\$ 15,000.00
62	4' CIPP (8" PVC) (SANITARY)	EACH	1	\$ 3,000.00	\$ 3,000.00
63	4' CIPP (12" RCP) (STORM)	EACH	1	\$ 3,500.00	\$ 3,500.00
64	TELEWISE STORM SEWER	LIN FT	2,112	\$ 5.00	\$ 10,560.00
65	ABANDON PIPE SEWER (SANITARY)	LIN FT	567	\$ 20.00	\$ 11,340.00
66	CIPP LINER, 9" VCP (SANITARY)	LIN FT	576	\$ 50.00	\$ 28,800.00
67	ADJUST VALVE BOX	EACH	23	\$ 500.00	\$ 11,500.00
68	HYDRANT RECONDITIONING AND PAINTING	EACH	9	\$ 1,500.00	\$ 13,500.00
69	REHABILITATE PRESSURE REDUCING VALVE AND MANHOLE	EACH	1	\$ 50,000.00	\$ 50,000.00
70	REPLACE LID (SANITARY)	EACH	2	\$ 500.00	\$ 1,000.00
71	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (SANITARY)	EACH	21	\$ 1,000.00	\$ 21,000.00
72	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (SANITARY) (BOULEVARD)	EACH	3	\$ 1,000.00	\$ 3,000.00
73	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (STORM)	EACH	1	\$ 1,000.00	\$ 1,000.00
74	ADJUST CATCH BASIN CASTING, INCL NEW ADJ RINGS (STORM)	EACH	42	\$ 1,000.00	\$ 42,000.00
75	ADJUST CATCH BASIN CASTING, INCL NEW CSTG AND ADJ RINGS (STORM)	EACH	2	\$ 1,250.00	\$ 2,500.00
76	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (STORM)	EACH	5	\$ 1,250.00	\$ 6,250.00
77	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (SANITARY)	EACH	3	\$ 1,600.00	\$ 4,800.00
78	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (SANITARY) (BOULEVARD)	EACH	3	\$ 1,600.00	\$ 4,800.00
79	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (STORM) (BOULEVARD)	EACH	2	\$ 1,600.00	\$ 3,200.00
80	ADD 12" SECTION (2'X3') (STORM)	EACH	3	\$ 500.00	\$ 1,500.00
81	ADD 12" SECTION (4' DIA) (STORM)	EACH	2	\$ 1,500.00	\$ 3,000.00
82	ADD TRASH GUARD (12" RCP)	EACH	1	\$ 1,500.00	\$ 1,500.00
83	LINE STRUCTURE (STORM)	EACH	1	\$ 2,000.00	\$ 2,000.00
84	PATCH DOGHOUSE (SANITARY)	EACH	2	\$ 350.00	\$ 700.00
85	PATCH DOGHOUSE (STORM)	EACH	7	\$ 350.00	\$ 2,450.00
86	RECONSTRUCT DOGHOUSE (STORM)	EACH	2	\$ 600.00	\$ 1,200.00
87	PATCH INVERT (SANITARY)	EACH	2	\$ 500.00	\$ 1,000.00
88	PATCH INVERT (STORM)	EACH	10	\$ 400.00	\$ 4,000.00
89	RECONSTRUCT INVERT (STORM)	EACH	2	\$ 750.00	\$ 1,500.00
90	PATCH CONCRETE RINGS (STORM)	EACH	5	\$ 400.00	\$ 2,000.00
91	NEW STEP (SANITARY)	EACH	1	\$ 350.00	\$ 350.00
92	NEW STEP (STORM)	EACH	5	\$ 350.00	\$ 1,750.00
93	CLEAN BENCH/INVERT (SANITARY)	EACH	9	\$ 500.00	\$ 4,500.00
94	CLEAN BENCH/INVERT (STORM)	EACH	2	\$ 500.00	\$ 1,000.00
95	PIPE REPAIR (STORM)	EACH	1	\$ 5,000.00	\$ 5,000.00
96	2'X3' CB, INCL CSTG AND HDPE ADJ RINGS	LIN FT	27	\$ 1,000.00	\$ 26,500.00
97	4' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	36	\$ 1,200.00	\$ 42,600.00
98	4' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	5	\$ 1,200.00	\$ 5,400.00
99	5' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	9	\$ 1,600.00	\$ 14,400.00
100	6' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	14	\$ 2,000.00	\$ 27,000.00
101	6 INCH CONCRETE SIDEWALK	SQ YD	1,935	\$ 70.00	\$ 135,450.00
102	6 INCH CONCRETE SIDEWALK SPECIAL	SQ YD	590	\$ 135.00	\$ 79,650.00
103	6 INCH CONCRETE HYDRANT ACCESS PAD	SQ FT	162	\$ 65.00	\$ 10,530.00
104	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	9,380	\$ 20.00	\$ 187,600.00
105	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	530	\$ 25.00	\$ 13,250.00
106	MATURITY TESTING FOR COMPRESSIVE STRENGTH	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00
107	7 INCH CONCRETE DRIVEWAY (COMMERCIAL)	SQ YD	820	\$ 105.00	\$ 86,100.00
108	CONCRETE MEDIAN APPROACH NOSE	SQ YD	100	\$ 90.00	\$ 9,000.00
109	4 INCH CONCRETE MEDIAN	SQ YD	2,630	\$ 60.00	\$ 157,800.00
110	4 INCH CONCRETE MEDIAN SPECIAL	SQ YD	310	\$ 120.00	\$ 37,200.00
111	6 INCH CONCRETE PEDESTRIAN CURB RAMP	SQ FT	8,607	\$ 15.00	\$ 129,105.00
112	TRUNCATED DOMES	SQ FT	560	\$ 55.00	\$ 30,800.00
113	LANDSCAPE EDGER	LIN FT	460	\$ 10.00	\$ 4,600.00
114	LANDSCAPE FABRIC	SQ YD	1,770	\$ 3.00	\$ 5,310.00
115	BRICK PAVERS	SQ FT	6,270	\$ 14.00	\$ 87,780.00
116	1.5" NON-METALLIC CONDUIT	LIN FT	1,100	\$ 10.00	\$ 11,000.00
117	UNDERGROUND WIRE 1/C NO 6 AWG	LIN FT	7,600	\$ 2.25	\$ 17,100.00
118	UNDERGROUND WIRE 1/C NO 8 AWG	LIN FT	2,100	\$ 2.00	\$ 4,200.00
119	LIGHTING SERVICE CABINET	EACH	5	\$ 9,000.00	\$ 45,000.00
120	EQUIPMENT PAD	EACH	5	\$ 4,500.00	\$ 22,500.00
121	LIGHT FOUNDATION DESIGN TYPE F	EACH	63	\$ 1,100.00	\$ 69,300.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
122	LIGHTING UNIT INCL LIGHT POLE AND LUMINAIRE (CONTRACTOR SUPPLIED)	EACH	63	\$ 10,200.00	\$ 642,600.00
123	HANDHOLE (TYPE A)	EACH	35	\$ 750.00	\$ 26,250.00
124	HANDHOLE (TYPE B)	EACH	21	\$ 1,100.00	\$ 23,100.00
125	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	1,930	\$ 37.50	\$ 72,375.00
126	TRAFFIC CONTROL	LUMP SUM	1	\$ 400,000.00	\$ 400,000.00
127	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00
128	SIGN PANELS TYPE C	SQ FT	885	\$ 40.00	\$ 35,400.00
129	EMERGENCY VEHICLE PREEMPTION SYSTEM A	SYSTEM	1	\$ 10,000.00	\$ 10,000.00
130	EMERGENCY VEHICLE PREEMPTION SYSTEM B	SYSTEM	1	\$ 10,000.00	\$ 10,000.00
131	EMERGENCY VEHICLE PREEMPTION SYSTEM E	SYSTEM	1	\$ 8,000.00	\$ 8,000.00
132	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1	\$ 590,000.00	\$ 590,000.00
133	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	1	\$ 580,000.00	\$ 580,000.00
134	TRAFFIC CONTROL SIGNAL SYSTEM E (HYDE)	SYSTEM	1	\$ 500,000.00	\$ 500,000.00
135	REVISE SIGNAL SYSTEM C (HARDWOOD/EAST POINT DOUGLAS)	SYSTEM	1	\$ 275,000.00	\$ 275,000.00
136	REVISE SIGNAL SYSTEM D (HINTON)	SYSTEM	1	\$ 80,000.00	\$ 80,000.00
137	REVISE SIGNAL SYSTEM F (EAST POINT DOUGLAS/PRIVATE STREET (HYVEE))	SYSTEM	1	\$ 70,000.00	\$ 70,000.00
138	TEMPORARY SIGNAL SYSTEM	SYSTEM	1		\$ -
139	DECIDUOUS SHRUB NO 2 CONT	EACH	90	\$ 50.00	\$ 4,500.00
140	PERENNIAL NO 1 CONT	EACH	180	\$ 15.00	\$ 2,700.00
141	STRIPING	LUMP SUM	2	\$ 75,000.00	\$ 150,000.00
142	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00
143	STORM DRAIN INLET PROTECTION	EACH	79	\$ 450.00	\$ 35,550.00
144	EROSION CONTROL AND RESTORATION	LUMP SUM	3	\$ 75,000.00	\$ 225,000.00
145	LOAM TOPSOIL BORROW (LV)	CU YD	1,558	\$ 55.00	\$ 85,690.00
146	MULCH MATERIAL TYPE 5 OR 6	CU YD	60	\$ 100.00	\$ 6,000.00
147	LANDSCAPE ROCK (3/4" TRAP ROCK)	CU YD	80	\$ 180.00	\$ 14,400.00
148	LANDSCAPE ROCK (3/4" RIVER ROCK)	CU YD	120	\$ 140.00	\$ 16,800.00
TOTAL BASE BID					\$ 12,574,669.00
CONSTRUCTION COST (INCL 10% CONTINGENCY)					\$ 13,832,135.90

Appendix B: Cost Summary – Assessment Policy Calculations

Cost Summary - Assessment Policy Calculations														
80th Street Rehabilitation Project					Allocation of Assessable Amount to Abutting Land Uses				Policy Calculations					
Item	Feasibility Report Construction Cost ¹	Total Cost ²	Deduct Other ³	Assessable Amount	City or Non-Assessable Property	Commercial Assessed Amount	Abutting School Amount	Abutting Residential Amount	School Property Assessed Amount ⁴	Deduct For Street Width	Residential Adjusted Total Cost ⁵	Residential Assessed Amount	Remaining To Be Funded ⁶	
						100% Assessed			75% Assessed			45% of Adjusted		
Available Funding														
80th Street Improvements														
Streets ⁹	\$5,680,363.15	\$7,100,453.94	(\$405,370.63)	\$6,695,083.31	\$2,135,933.99	\$2,871,880.04	\$1,451,779.29	\$235,489.99	\$1,101,822.09	(\$75,562.22)	\$159,927.77	\$71,967.50	\$3,054,784.31	
Sanitary Sewer	\$83,204.00	\$104,005.00	\$0.00	\$104,005.00	\$33,180.74	\$44,613.32	\$22,552.71	\$3,658.23	\$16,139.11	\$0.00	\$3,658.23	\$1,646.20	\$41,606.37	
Water Main	\$92,653.00	\$115,816.25	(\$68,750.00)	\$47,066.25	\$15,015.56	\$20,189.24	\$10,205.97	\$1,655.49	\$17,971.94	\$0.00	\$1,655.49	\$744.97	\$76,910.11	
Storm Sewer	\$353,633.50	\$442,041.88	\$0.00	\$442,041.88	\$141,024.72	\$189,615.45	\$95,853.51	\$15,548.19	\$68,594.42	\$0.00	\$15,548.19	\$6,996.69	\$176,835.32	
Signals	\$1,039,060.00	\$1,298,825.00	\$0.00	\$1,298,825.00	\$414,364.44	\$557,135.65	\$281,640.59	\$45,684.31	\$201,546.84	\$0.00	\$45,684.31	\$20,557.94	\$519,584.57	
Street Lighting	\$1,024,760.00	\$1,280,950.00	\$0.00	\$1,280,950.00	\$408,661.78	\$549,468.11	\$277,764.53	\$45,055.59	\$198,773.07	\$0.00	\$45,055.59	\$20,275.01	\$512,433.81	
Subtotal - 80th Street	\$8,273,673.65	\$10,342,092.06	(\$474,120.63)	\$9,867,971.44	\$3,148,181.22	\$4,232,901.81	\$2,139,796.61	\$347,091.80	\$1,604,847.46	(\$75,562.22)	\$271,529.58	\$122,188.31	\$4,382,154.49	
East Point Douglas Road Improvements														
Streets	\$960,212.00	\$1,200,265.00	\$0.00	\$1,200,265.00	\$0.00	\$1,200,265.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$185,509.50	\$231,886.88	\$0.00	\$231,886.88	\$0.00	\$231,886.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$88,220.00	\$110,275.00	\$0.00	\$110,275.00	\$0.00	\$110,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$95,700.00	\$119,625.00	\$0.00	\$119,625.00	\$0.00	\$119,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - East Point Douglas Road	\$1,329,641.50	\$1,662,051.88	\$0.00	\$1,662,051.88	\$0.00	\$1,662,051.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
MnDOT & County Interchange														
Streets ¹⁰	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94	
Subtotal - MnDOT & County Interchange	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94	
Total Project	\$13,832,135.90	\$17,290,169.88	(\$474,120.63)	\$11,530,023.31	\$3,148,181.22	\$5,894,953.68	\$2,139,796.61	\$347,091.80	\$1,604,847.46	(\$75,562.22)	\$271,529.58	\$122,188.31	\$9,668,180.43	

1. Includes 10% Contingency

2. Includes 25% Indirect Costs

3. PRV repairs and ISD 833 Turn Lanes

4. 75% of School Abutting Amount

5. Abutting Residential Plus Deduct
6. Total Cost Minus Assessed Amounts

7. Applied to Construction Cost only

8. Applied to Total Project Cost

9. Includes City Legs of Interchange

10. MnDOT & County Legs of Interchange

Continued Above

Continued Below

Cost Summary - Assessment Policy Calculations													
80th Street Rehabilitation Project		Funding Sources				City Funds Breakout							
Item	Remaining To Be Funded ⁶	Federal Funds ⁷	TIF ⁸	MnDOT/County	City Funds	Sanitary Utility Fund	Water Utility Fund	Stormwater Utility Fund	Streetlight Enterprise Fund	Street Maintenance Fund	MSA Funds	General Levy	
Available Funding		\$5,000,000.00	\$1,807,150.00								\$4,600,000.00		
80th Street Improvements													
Streets ⁹	\$3,054,784.31	\$3,054,784.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$41,606.37	\$41,606.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$76,910.11	\$76,910.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$176,835.32	\$176,835.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$519,584.57	\$519,584.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$512,433.81	\$512,433.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - 80th Street	\$4,382,154.49	\$4,382,154.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Point Douglas Road Improvements													
Streets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - East Point Douglas Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
MnDOT & County Interchange													
Streets ¹⁰	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - MnDOT & County Interchange	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Project	\$9,668,180.43	\$4,382,154.49	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Appendix C: Cost Summary – Estimated Benefit Appraisal

Cost Summary - Estimated Benefit Appraisal													
80th Street Rehabilitation Project					Modified Amounts: Estimated Benefit Appraisal								
Item	Feasibility Report Construction Cost ¹	Total Cost ²	Deduct Other ³	Assessable Amount	City or Non-Assessable Property	Commercial Assessed Amount	Abutting School Amount	Abutting Residential Amount	School Property Assessed Amount ⁴	Deduct For Street Width	Residential Adjusted Total Cost ⁵	Residential Assessed Amount	Remaining To Be Funded ⁶
						Benefit Appraisal			Benefit Appraisal			Benefit Appraisal	
Available Funding													
80th Street Improvements													
Streets ⁹	\$5,680,363.15	\$7,100,453.94	(\$405,370.63)	\$6,695,083.31	\$2,135,933.99	\$861,564.01	\$1,451,779.29	\$235,489.99	\$220,364.42	(\$75,562.22)	\$159,927.77	\$71,967.50	\$5,946,558.01
Sanitary Sewer	\$83,204.00	\$104,005.00	\$0.00	\$104,005.00	\$33,180.74	\$13,384.00	\$22,552.71	\$3,658.23	\$3,227.82	\$0.00	\$3,658.23	\$1,646.20	\$85,746.98
Water Main	\$92,653.00	\$115,816.25	(\$68,750.00)	\$47,066.25	\$15,015.56	\$6,056.77	\$10,205.97	\$1,655.49	\$3,594.39	\$0.00	\$1,655.49	\$744.97	\$105,420.12
Storm Sewer	\$353,633.50	\$442,041.88	\$0.00	\$442,041.88	\$141,024.72	\$56,884.64	\$95,853.51	\$15,548.19	\$13,718.88	\$0.00	\$15,548.19	\$6,996.69	\$364,441.67
Signals	\$1,039,060.00	\$1,298,825.00	\$0.00	\$1,298,825.00	\$414,364.44	\$167,140.70	\$281,640.59	\$45,684.31	\$40,309.37	\$0.00	\$45,684.31	\$20,557.94	\$1,070,816.99
Street Lighting	\$1,024,760.00	\$1,280,950.00	\$0.00	\$1,280,950.00	\$408,661.78	\$164,840.43	\$277,764.53	\$45,055.59	\$39,754.61	\$0.00	\$45,055.59	\$20,275.01	\$1,056,079.94
Subtotal - 80th Street	\$8,273,673.65	\$10,342,092.06	(\$474,120.63)	\$9,867,971.44	\$3,148,181.22	\$1,269,870.54	\$2,139,796.61	\$347,091.80	\$320,969.49	(\$75,562.22)	\$271,529.58	\$122,188.31	\$8,629,063.72
East Point Douglas Road Improvements													
Streets	\$960,212.00	\$1,200,265.00	\$0.00	\$1,200,265.00	\$0.00	\$378,401.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$821,863.76
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storm Sewer	\$185,509.50	\$231,886.88	\$0.00	\$231,886.88	\$0.00	\$69,566.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162,320.81
Signals	\$88,220.00	\$110,275.00	\$0.00	\$110,275.00	\$0.00	\$14,760.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,514.25
Street Lighting	\$95,700.00	\$119,625.00	\$0.00	\$119,625.00	\$0.00	\$35,887.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,737.50
Subtotal - East Point Douglas Road	\$1,329,641.50	\$1,662,051.88	\$0.00	\$1,662,051.88	\$0.00	\$498,615.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163,436.32
MnDOT & County Interchange													
Streets ¹⁰	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94
Subtotal - MnDOT & County Interchange	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94
Total Project	\$13,832,135.90	\$17,290,169.88	(\$474,120.63)	\$11,530,023.31	\$3,148,181.22	\$1,768,486.10	\$2,139,796.61	\$347,091.80	\$320,969.49	(\$75,562.22)	\$271,529.58	\$122,188.31	\$15,078,525.98

1. Includes 10% Contingency

2. Includes 25% Indirect Costs

3. PRV repairs and ISD 833 Turn Lanes

4. 75% of School Abutting Amount

5. Abutting Residential Plus Deduct
6. Total Cost Minus Assessed Amounts

7. Applied to Construction Cost only

8. Applied to Total Project Cost

9. Includes City Legs of Interchange

10. MnDOT & County Legs of Interchange

Continued Above

Cost Summary - Estimated Benefit Appraisal													
80th Street Rehabilitation Project		Funding Sources				City Funds Breakout							
Item	Remaining To Be Funded ⁶	Federal Funds ⁷	TIF ⁸	MnDOT/County	City Funds	Sanitary Utility Fund	Water Utility Fund	Stormwater Utility Fund	Streetlight Enterprise Fund	Street Maintenance Fund	MSA Funds	General Levy	
Available Funding		\$5,000,000.00	\$1,807,150.00								\$4,600,000.00		
80th Street Improvements													
Streets ⁹	\$5,946,558.01	\$4,544,290.52	\$1,336,401.22	\$0.00	\$65,866.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,866.27	\$0.00	
Sanitary Sewer	\$85,746.98	\$66,563.20	\$0.00	\$0.00	\$19,183.78	\$19,183.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$105,420.12	\$74,122.40	\$0.00	\$0.00	\$31,297.72	\$0.00	\$31,297.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$364,441.67	\$0.00	\$0.00	\$0.00	\$364,441.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$364,441.67	\$0.00	
Signals	\$1,070,816.99	\$315,023.88	\$375,234.54	\$0.00	\$380,558.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380,558.58	\$0.00	
Street Lighting	\$1,056,079.94	\$0.00	\$0.00	\$0.00	\$1,056,079.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,056,079.94	\$0.00	
Subtotal - 80th Street	\$8,629,063.72	\$5,000,000.00	\$1,711,635.75	\$0.00	\$1,917,427.96	\$19,183.78	\$31,297.72	\$0.00	\$0.00	\$0.00	\$1,866,946.46	\$0.00	
	\$0.00												
East Point Douglas Road Improvements	\$0.00												
Streets	\$821,863.76	\$0.00	\$0.00	\$0.00	\$821,863.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$821,863.76	\$0.00	
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$162,320.81	\$0.00	\$0.00	\$0.00	\$162,320.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162,320.81	\$0.00	
Signals	\$95,514.25	\$0.00	\$95,514.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$83,737.50	\$0.00	\$0.00	\$0.00	\$83,737.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,737.50	\$0.00	
Subtotal - East Point Douglas Road	\$1,163,436.32	\$0.00	\$95,514.25	\$0.00	\$1,067,922.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067,922.07	\$0.00	
	\$0.00												
MnDOT & County Interchange	\$0.00												
Streets ¹⁰	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - MnDOT & County Interchange	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00												
Total Project	\$15,078,525.98	\$5,000,000.00	\$1,807,150.00	\$5,286,025.94	\$2,985,350.04	\$19,183.78	\$31,297.72	\$0.00	\$0.00	\$0.00	\$2,934,868.54	\$0.00	

Continued Below

Appendix D: Preliminary Assessment Roll

80th Street

Commerical

Property	Owner Name	Address	Amount
802721330011	A & E INVESTMENTS LLC	7071 EAST POINT DOUGLAS RD S	\$222,672.09
802721330058	KIN INC	7990 HARDWOOD AVE S	\$457,939.85
802721330054	R & G ENDEAVORS INC	7998 HARDWOOD AVE S	\$113,211.91
802721330059	VO-DANG FAMILY REV TRS	7980 HARDWOOD AVE S	\$112,822.15
802721330050	US BANK NATIONAL ASSN	7200 80TH ST S	\$278,124.31
802721340017	HOVLAND COTTAGE GROVE LLC	7375 HARDWOOD CT S	\$197,037.13
802721340020	OAK PARK COMMONS LLC	7420 80TH ST S	\$279,378.07
802721340005	AMERICAN ACCTS & ADVISORS INC	7460 80TH ST S	\$123,669.70
802721340004	J MERRITT HOLDINGS LLC	7500 80TH ST S	\$106,002.60
802721430005	HEMINGWAY RETAIL LLC	7584 80TH ST S	\$99,749.32
802721430182	QWEST	7606 80TH ST S	\$129,206.71
802721430184	VERTIN THOMAS M		\$46,984.26
802721430185	VERTIN THOMAS M	7676 80TH ST S	\$94,633.00
802721430186	DICKENSON COMMERCIAL LLC	7702 80TH ST S	\$83,456.00
1702721220021	BHAKTA KIRIT		\$22,259.16
1702721220003	BHAKTA KIRIT	7125 80TH ST S	\$149,159.69
1702721220011	LANNCO LLC	7155 80TH ST S	\$150,321.95
1702721220012	PLAISTED ALLEN M & KATHRYN L & MARK I & JANE R GER	7175 80TH ST S	\$55,437.54
1702721220013	VALVOLINE LLC	7201 80TH ST S	\$70,227.02
1702721220029	VALVOLINE LLC		\$2,842.40
1702721220030	GATEWAY CENTER LLC	7145 EAST POINT DOUGLAS RD S	\$118,648.38
1702721210043	CAMPION LTDP	7135 EAST POINT DOUGLAS RD S	\$210,008.87
1702721210055	S AND Z LLC	7180 EAST POINT DOUGLAS RD S	\$114,856.74
1702721210046	EBR GREENWOOD LLC	7190 EAST POINT DOUGLAS RD S	\$88,509.22
1702721210051	GROVE-RAINBOW LP	7240 EAST POINT DOUGLAS RD S	\$622,304.22
1702721210050	GROVE-RAINBOW LP		\$59,690.40
1702721210038	BOL INC	7449 80TH ST S	\$86,776.23
1702721210013	BLUE POINT PROPERTIES LLC	7501 80TH ST S	\$136,972.89
Total			\$4,232,901.81

School

Property	Owner Name	Address	Amount
802721440004	IND SCHOOL DIST #833	7830 80TH ST S	\$789,706.56
902721330003	IND SCHOOL DIST #833	8040 80TH ST S	\$815,140.90
Total			\$1,604,847.46

Residential

Property	Owner Name	Address	Amount
802721430006	80TH & HEMINGWAY LLC	7550 80TH ST S	\$122,188.31
Total			\$122,188.31

East Point Douglas Rd

Commerical

Property	Owner Name	Address	Amount
1702721220018	REALTY INCOME PROPERTIES 3 LLC	7162 EAST POINT DOUGLAS RD S	\$148,297.63
1702721220031	TCF NATIONAL BANK MN	7155 EAST POINT DOUGLAS RD S	\$153,640.50
1702721210043	CAMPION LTDP	7135 EAST POINT DOUGLAS RD S	\$268,853.58
1702721210049	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7280 EAST POINT DOUGLAS RD S	\$862,763.70
1702721210053	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST		\$46,392.22
1702721210047	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7200 EAST POINT DOUGLAS RD S	\$20,842.88
1702721210052	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST		\$5,378.81
1702721210055	S AND Z LLC	7180 EAST POINT DOUGLAS RD S	\$155,882.53
Total			\$1,662,051.85

Figures

