COTTAGE GROVE CITY COUNCIL

February 18, 2026

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

COUNCIL CHAMBER - 7:00 PM

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

4 Open Forum

5 Adoption of Agenda

6 Presentations

A Proclamation - February 18, 2026, Tibetan New Year
Staff Recommendation: Proclaim February 18, 2026, as the Tibetan New Year, also known as LOSAR in Cottage Grove.

7 Consent Agenda

A Parks, Recreation and Natural Resources Commission Minutes (2025-11-10)
Staff Recommendation: Approve the November 10, 2025 Parks, Recreation and Natural Resources Commission Meeting Minutes.

B Strategic Planning Meeting Minutes and Strategic Directions (2026-01-10)
Staff Recommendation: Accept the 2026 Strategic Directions.

C Appointment to Parks, Recreation and Natural Resources Commission
Staff Recommendation: Appoint Jordan Dibich to the Parks, Recreation and Natural Resources Commission.

D Fee Table Amendment
Staff Recommendation: Approve Ordinance 1107, amending the City Fee Table.

E Assistant City Engineer Appointment — Alanna Sobottka
Staff Recommendation: Appoint Alanna Sobottka to the position of Assistant City Engineer, at Grade 22, Step 1 of the 2026 Non-represented Pay Plan, with a start date to be effective as soon as possible.

F Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.

G SAFER Grant Application and Grant Writer Authorization
Staff Recommendation: 1) Authorize the fire department to apply for a FY26 AFG SAFER Grant to support the hiring of 8 full-time firefighters. 2) Authorize the fire department to retain Firehouse Grants to write a FY26 SAFER grant.

H 2026 Federal Lobbying Services Agreement
Staff Recommendation: Authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2026.

I Recreation Facility Use Policy Amendment
Staff Recommendation: Amend the Recreation Facility Use Policy to recognize Blazing Stars Special Olympics as a Priority 3 athletic association.

J Construction Cost Share and Maintenance Agreements with Washington County for CR 74 Improvements
Staff Recommendation: 1) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for the Construction Costs of County Road (CR) 74 Improvements Project. 2) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Maintenance of County Road (CR) 74 Improvements Project.

K Authorization to Sell Ambulance
Staff Recommendation: Authorize the sale of a 2018 Dodge Ram 5500 ambulance (Unit Number 24-0833-18).

L One-Year Lease Rental Agreement with MTI
Staff Recommendation: Approve the one-year rental agreement with MTI for a 16ft mower for $15,750.

8 Approve Disbursements

A Approve Disbursements
Staff Recommendation: Approve disbursements from 01-30-26 through 02-12-26 in the amount of $1,787,521.69.

9 Public Hearings

A Yellow Tree Development - Site Plan Review, Planned Unit Development, Preliminary and Final Plat, Tax Abatement
Staff Recommendation: 1) Hold a public hearing for the tax abatement request by Yellow Tree Development. 2) Adopt Resolution 2026-032 approving the sale of Outlot B, Fratallone's Southpoint Ridge to East Point Apartments LLC and the purchase agreement for Outlot B, Frattalone's Southpoint Ridge with East Point Apartments LLC. 3) Adopt Resolution 2026-030 approving the Preliminary Plat and Final Plat for Everwood 6th Addition. 4) Adopt Resolution 2026-031 approving the Planned Unit Development and Site Plan review for a 186-unit, six-story multi-family apartment building located on East Point Douglas Road South. 5) Approve the Stormwater Management Facilities Agreement; Encroachment Agreement, and Permanent Trail Access Agreement. 6) Adopt Resolution 2026-028 approving the Tax Abatement agreement between the City and East Point Apartments LLC.

10 Bid Awards

11 Regular Agenda

12 Council Comments and Requests

13 Workshops - Open to Public

14 Workshops - Closed to Public

15 Adjournment

City Council Action Request

6.A.

Meeting Date	2/18/2026
Department	Administration
Agenda Category	Action Item
Title	Proclamation - February 18, 2026, Tibetan New Year
Staff Recommendation	Proclaim February 18, 2026, as the Tibetan New Year, also known as LOSAR in Cottage Grove.
Budget Implication	N/A
Attachments	1. February 18 - Tibetan New Year - LOSAR Proclamation

PROCLAMATION

February 18, 2026, as Tibetan New Year – LOSAR

WHEREAS, on February 18, 2026, the Tibetan community and friends of Tibetan culture worldwide welcome the Tibetan New Year 2153, the Year of the Fire Horse; and

WHEREAS, the term **"Losar"** derives from the Tibetan words **"Lo" (Year)** and **"Sar" (New)**, representing a sacred period of reflection, purification, and the renewal of hope for the coming year; and

WHEREAS, Minnesota is home to one of the largest and most vibrant Tibetan-American populations in the United States, with more than 6,000 residents contributing to the rich cultural fabric of our state and region; and

WHEREAS, the Tibetan American Foundation of Minnesota (TAFM) serves as a vital local steward of these ancient cultural and spiritual traditions, fostering a spirit of compassion and nonviolence within our community; and

WHEREAS, this year coincides with global celebrations of "The Year of Compassion," an initiative dedicated to honoring a legacy of universal humanitarian values and the preservation of distinct cultural identities; and

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim February 18, 2026, as:

Tibetan New Year - LOSAR

Passed this 18th day of February 2026.

_____

Myron Bailey
Mayor

City Council Action Request

7.A.

Meeting Date	2/18/2026
Department	Parks and Recreation
Agenda Category	Action Item
Title	Parks, Recreation and Natural Resources Commission Minutes (2025-11-10)
Staff Recommendation	Approve the November 10, 2025 Parks, Recreation and Natural Resources Commission Meeting Minutes.
Budget Implication	N/A
Attachments	1. Parks and Recreation Minutes

PARKS AND RECREATION COMMISSION **Date: November 10, 2025**
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
COUNCIL CHAMBER - 7:00 P.M

1. CALL TO ORDER
Meeting called to order at 7:00pm at City Hall

2. ROLL CALL

Members Present: Susannah Brown, Kelly Glasford, Adam Larson, David Olson, Debra Gustafson.

Members Absent: Samanthia Crabtree, Shane Waterman, Justin Waterman

Others Present: Zac Dockter Parks & Recreation Director, Jim Fohrman Parks & Recreation Superintendent, Dave Clausen Council Liaison.

3. APPROVAL OF THE AGENDA
A motion to approve agenda made by Commissioner Brown & seconded by Commissioner Olson. Agenda approved.

4. APPROVAL OF THE MINUTES

5. OPEN FORUM

6. ACTION ITEMS

A. **Ice Arena Remodel Design Review**
Over the past few months, we have been looking at the Cottage Grove ice arena and trying to solve some of the logistical problems we are having. The original rink was built in 1973 that included the barrel roof and the added onto it with the square flat roof section in 2008. One of the areas we have never touched since the building was built is from the offices to the concession stand and into the old restroom, which was converted to storage for the concession stand. Some of the problems we are trying to solve is improving the office space as right now the workspaces are severely cramped, and we have multiple staff sharing very small workstations. The concession area is very inefficient, so that needs some improvement since that is obviously a revenue generating operation. The lobby is quite aged, it looks like 1973, so we would like to improve the aesthetic look as well as the traffic flow. And then of course we can always use more storage areas. We are currently working with Oertel Architects who are

familiar with this design. Zac presented the concept design to the Commission and the improvements we are looking to do including a new reception area, expanded office area, renovated concession area, expanded storage for concessions and general purpose, extended viewing platform for the north rink, an enclosed heated viewing area for the south rink, expanded stairs for locker room access, & updated floors and lighting. Commissioner Larson asked if we would keep skate sharpening in the office. Zac confirmed yes, we would but it will end up being tucked back away from the reception area to lessen the noise for staff. Commissioner Larson asked why the mezzanine is proposed to be so short & wondered if it could be extended further. Zac explained that the high school is looking to build a JV locker room in the future that would come from the other direction and space might be compromised. We can look into this more as we go through the design process to see if there is room to extend it, or if they are looking to attach to the existing beams and footings. We did look at trying to ease the bottle neck at the stairway, but right now we would have to remove a section of bleacher seating and not sure if we would like to do that, so we are looking to see if there is a better way to do it. The project right now is estimated to be under $2 million, but we will see where we are after completing the design. The ice arena generates revenue and is typically self-sustaining, so we are hoping to pay for this through that ice arena revenue. It would be a bond, and the ice arena would pay the bond through revenue. City Council still needs to give their approval, so tonight we are just looking for Commission feedback. We are still a couple months out from making any major decisions but would like the Commission's feedback about the design to make sure we are going down the right track with your experiences at the arena. Commissioner Gustafson likes design, as she recently has been taking her son to skating lessons, she has learned how busy the facility can be. Commissioner Larson also liked the look and the openness and the access to the concessions. Having a warming spot on the south rink is going to be a great addition. A motion was made to approve the concept design by Commissioner Gustafson. Seconded by Commissioner Glasford. Motioned passed.

B. Ice Arena Naming Rights Service Proposal

The Council has expressed the desire for marketing rights for the Cottage Grove Ice Arena. We have had the option to sell those naming rights since the expansion in 2008, but we just haven't had any takers, with the exception of CG Logistics who partnered with the city and re named the north rink to the CG Logistics Rink. We reached out to a few other potential partners but have been unsuccessful on our own. This is why most cities partner with advertising agencies. We reached out to one of the most successful agencies that we know in the area which is Front Burner Sports. We received their presentation on what they have done for other communities, brought that to Council in the form of two different workshops. The Council said to move forward with the proposal. Currently we are working on the final proposal from Front Burner Sports, will then bring it to Council, negotiate those terms, and see if it moves forward from there. Zac shared the full presentation of what the company does and history of success

stories. It is a big endeavor, it takes a lot of work, and at the same time it changes the facility. If there were to be a company that wanted naming right for the whole facility, then it would no longer be called the Cottage Grove Ice Arena, and you would lose part of your identity and direct ties to the community. So, this is a big deal, but it also brings in quite a bit of revenue to support operations. Looking for comments and feedback from the Commission. Commissioner Glasford asked if someone has naming rights, is it just monetary, or do they have a say in what goes on or what is done to the facility. Zac stated that no, they do not have any ownership beyond signage. Commissioner Brown asked about evaluating partners, and what types of things do they take into consideration, is it just who is willing to pay for it, or do we look at company values and visions to make sure it aligns with the city? Zac stated that one of the first steps in the process is meeting with the marketing agency and telling them what our policy and procedures are. Currently some of our policies are no gambling, no alcohol, no smoking, and we lay this information out ahead of time to make sure they are finding partners that make sense with our policies and our expectations. Commissioner Olson wanted to know more about the CG Logistics rink contracts and if there are any potential things with that contract that may impact our ability to move forward with others, and do these companies need to play nice with one another? Since CG Logistics is local here in town Commissioner Olson would want them to know we value their partnership, and this is in no way trying to diminish the value for us. Zac agreed with Commissioner Olson. Zac explained that when CG Logistics entered into the agreement it was less about marketing and advertising and more about community support. To the backside of Commissioner Olson's questions, Zac stated that in the future we would have to make sure that different partners play nice together and we will figure out those things as we go. Commissioner Olson also wanted to say that it would be great to have a local business (Cottage Grove or Washington County) to have as a partnership. He has a little resistance to changing the name of the arena itself, as Cottage Grove is known for this arena. So, what are we losing and how do we value the loss of that name recognition around town. Commissioner Olson wanted to make sure that the Council takes that into consideration. Zac agreed with Commissioner Olson's statement that he himself has tangled this as well and will share with the Council. Commissioner Larson asked the average length of a contract. Zac stated on average it is 10 to 15 years. Commissioner Glasford asked what the expected monetary value of something like this to the city is. Zac stated that an entire facility could range anywhere from $750,000 to $1.5 million over the life of the contract. A sheet of ice would be more towards the $500,000 to $850,000 range, so it is quite a significant amount. Commissioner Gustafson asked what happens if you go through all of the phases and the city is out that amount of money that is listed in their presentation. Zac confirmed that yes that is true, but there is a 30-day opt in the contract at any time. A motion was made by Commissioner Gustafson to support the Ice Arena Naming Rights Service Proposal. Seconded by Commissioner Olson.

C. 2024-2027 Work Plan Review

Zac submitted the work plan review to remind the Commission of our mission and our goals. This is a document used to guide our conversations, and we want to make sure we are addressing all the goals that you have set forth. Looking for reaffirmation that the work plan doesn't need to change. The Commission had no comments to change the current plan. As there are no changes there is no action needed.

D. Commissioner Term Review

Zac presented Commissioner terms. Commissioner Crabtree's term will expire in February 2026, so we will be looking for one new Commissioner to serve a 2-year term. We are also seeking 2 youth seats ages 13 and up. No action needed.

7. PRESENTATIONS

8. ACTION UPDATES

Denzer Park

The homes around the area are being built and the apartment complex is interested in property near the park again. So now that development is moving, we are going to look to next year to start the construction of the park. Construction of the park will take a year to a year and a half to complete.

CG Trailway Corridor Restoration

We have been burning some piles and finally getting those large piles of brush and debris out of there. Once the snow is on the ground, we will be able to burn the remainder down. We lost some trees to some over spraying unfortunately from Arbor Day. Most of the trees survived, but there are patches that didn't make it, so we will plan on doing another Arbor Day planting again next year to fill out those areas and continue with some of the forest management and seeding.

Oltman Park

The three fields are pretty much done. They were out dormant seeding today, so the park is about 99% complete. Our crew will go out and excavate the playground which should be delivered and begin construction next week. The fields will have a year of rest and growth and then can be used starting in 2027. Commissioner Olson requested that this be on the tour schedule for next year. Zac stated that this will be one of the stops.

Mississippi Dunes Park

Continuing to work on different funding options. We did submit for a grant for State Park Road Access, which if we received this grant and get the road into the park, that will open everything up as that was money that we were not projecting we could get

without the 3M settlement dollars. We should know by the end of the year whether we will receive this grant or not.

Kingston Park Building
No updates

Peterson Park
The developer has started to build homes. We do not own all the land around the lake yet, as the developer has not dedicated the land to us yet. Zac has had the privilege of walking all the way around the lake and it's an awesome trail around the lake.

Still Ponds Park
No major updates

9. DONATIONS

10. STAFF REPORTS AND MATERIALS

Each manager has submitted division updates and Zac included information from his recent MN Recreation Park Association Conference. Zac shared with the Commission that one of the classes he attended by accident was a social media influencer class, which was a mind-blowing experience and showed how incredible the impact is from influencers compared to the government.

11. COMMISSION COMMENTS

12. COUNCIL COMMENTS

Council Member Clausen shared that one of the big topics that came before the Council and will be for the next few years is the Nelson Amrize Holcim mining proposal. Grey Cloud Island currently has a mining operation. They will be exhausting their current supply in about five years, so they have put a proposal to expand the mine out into another area in the Mississippi, which has created some comments within the community and people that live on both sides of the river. The environmental impact study was recently brought to the Council to approve the statement. The only thing the Council was asked to approve of were very narrow questions; did we follow the state law and did the citizens receive enough time to make their comments. The Council approved that the document was done properly and followed the law. We did not approve of them to start mining, that will be years in the future. Council Member Clausen expressed gratitude to the Commission for the comments about the naming rights of the ice arena. The Council is divided on whether to move forward or not as if we do not find a partner, the cost to the city at minimum would be $20,000 as well as

losing our identity if the facility is renamed. Council Member Clausen also forewarned the council of the upcoming 80th street project that will be starting in the spring.

13. WORKSHOPS

14. ADJOURNMENT

City Council Action Request

7.B.

Meeting Date	2/18/2026
Department	Administration
Agenda Category	Action Item
Title	Strategic Planning Meeting Minutes and Strategic Directions (2026-01-10)
Staff Recommendation	Accept the 2026 Strategic Directions.
Budget Implication	N/A

Attachments

1.	Strategic Plan Memo
2.	2026 Retreat Final Memorandum
3.	Vision Mission and Strategic Direction Placement 2026

TO: Honorable Mayor and Council

FROM: Jennifer Levitt, City Administrator

DATE: February 12, 2026

RE: Strategic Plan Update

Discussion

On January 10, the Council met with staff to discuss the strategic plan for 2026. A copy of the meeting minutes from Ethical Leaders in Action is attached. The meeting started with reviewing community survey results from 2025 then moved into discussions around the community development strategic plan, marketing city properties, city landscaping, communications strategy, the fire department standards of cover study, parks plans and concluded with a discussion regarding the financial management plan.

While the three pillars of Enhancing Quality of Life for Residents, Thriving Business and Tourism Environment and Remain an Employer of Choice remain unchanged for 2026, the success factors under the Strategic Directions were updated to reflect the discussion at the meeting.

The four Strategic Directions include Engaging Residents Where They Are, Continuing Sustainable Growth, Making Cottage Grove a Recreation Destination, and Remaining an Employer of Choice. Associated with each direction are success factors outlining expected results. A few of the new success factors include continuing data-driven social media content, implementing online building inspection scheduling, modifying the public landscapes initiative to re-balance and restore right of way landscaping in key areas of the community for public beautification, delivering the 80th Street rehabilitation project, and following the direction of Standards of Cover evaluating and implementing staffing plans and ensuring facilities meet the demands of our service model including decommissioning Station 4. The full list of success factors can be found on the attached placemat.

Recommandation :

Accept the 2026 Strategic Directions.

ETHICAL LEADERS IN ACTION

MEMORANDUM

TO: Jennifer Levitt, City Administrator, City of Cottage Grove
FROM: Chad Weinstein and James Fischer, Ethical Leaders in Action
DATE: February 12, 2026
RE: Outcomes from 2026 City Leadership Retreat

Introduction

This memorandum is respectfully submitted as the final deliverable of our engagement to facilitate the 2026 Cottage Grove City Leadership Retreat. It is intended to capture the outcomes and spirit of the relevant discussions which took place throughout the day. A more detailed set of notes compiled and edited for relevance and clarity is also attached to this memo as an appendix.

Retreat Objectives

The retreat was held on January 10, 2026, at River Oaks Golf Course and Event Center. In a slight departure from recent years, this retreat was organized around a number of topical discussions of strategic importance, considering various aspects of city services, investments, and development goals in the context of the city's financial management plan (FMP). The Council will update the strategic objectives for the city, a traditional activity undertaken in the retreat, in a future work session. That update will be informed by the many discussions that took place at the retreat, and which are documented in this memorandum.

Discussion Notes

Introductory Activity: Sources of Pride

Participants were shown a chart depicting the facets of livability used to survey residents, and asked to place one dot on the facet that represented a source of pride, and a second that represented the facet that they found most important. All council members and many staff members shared the reasons for their choices, and the trends were discussed.

Overwhelmingly, safety was cited as a source of pride and as the facet of top importance since safety is a basic necessity that supports so many other aspects of quality of life. Participants noted that this facet of livability extends well beyond traditional public safety services, including services provided by public works, community development, communications, and other functions. Participants also expressed pride in bringing the new water treatment center online, and in the city's remarkable parks, recreational opportunities, and natural environment. In general, the sources of pride aligned with the importance assigned to the relevant facet of livability.

Discussion: Revenue and Economic Development

Finance Director Brenda Malinowski led a discussion concerning revenue projections. Residential development is projected to be relatively steady, though development often comes in "spikes" when new developments are occupied. One council member asked whether the City might try to level out spikes to contain the costs of service that follow the introduction of new residents. Because the situation is market driven, there is not realistically, in practice, a way to do that without losing the benefits of the growth.

The City is facing a significant challenge in its Emergency Medical Service (EMS) funding due to low Medicare reimbursement rates, resulting in a negative cash balance in the EMS fund of around $600,000. The City will transfer $550,000 to address this problem, recognizing that it reflects a structural challenge as costs exceed revenue for this critical service. The City is addressing this longer-term issue by shifting additional labor costs from the EMS enterprise fund to the general levy over time, a shift that more realistically reflects the costs of providing community risk reduction, fire and emergency response, and emergency medical services to the community.

Community Development

Community Development Director Emily Schmitz presented an update on department strategy, operations, and staffing. The City will need additional capacity in Building Services, especially code enforcement. A constructive discussion took place about ways to optimize labor through technology and process improvements; staff has already undertaken many of these efforts. Council was generally supportive of adding staff in the future; a proposal will be considered as part of the budget discussions and is well understood.

Council was supportive of evaluating changing city code to allow residential garbage containers to be placed unobtrusively at the sides of dwellings, but not necessarily fully enclosed; this will mitigate a source of irritation for many residents and an enforcement burden for the city.

Economic Development

Economic Development Manager Nate Carlson shared new strategies of helping existing businesses to grow, continuing to partner with others to bring in new businesses, and cleaning up blighted properties to promote redevelopment. The partnership strategies include working with businesses to identify new development targets that will stimulate business growth for existing businesses, and helping businesses to work together to grow and prosper. The council was supportive of this direction.

One current, major challenge to larger-scale commercial development in particular is the delay in access to electricity. This is driven entirely by Xcel Energy, which effectively has a monopoly. Council and staff will work together to influence Xcel, including by working with the Public Utilities Commission.

Council was also supportive of balancing development for tax base with development for job creation and maintenance and for promoting other facets of quality of life (such as recreational amenities). Council was also supportive of strengthening ties to and support for the Chamber of Commerce.

Other guidance and suggestions:

- Consider using warehouse-like spaces for recreational amenities like trampoline parks or curling.
- Hold a city-led “summit” meeting of businesses to help them work together to drive growth and to identify synergistic targets for future development.
- Engage an analytics firm as the City has in the past.
- If necessary, the City may pursue condemnation of the Majestic.
- Staff is asked to provide Council with a map of properties owned by the EDA.
- Attendance at ISCS was discussed. Council and staff will develop a strategy for participation.
- Timing for gas station projects was discussed.

City Landscaping
Parks and Recreation Director Zac Dockter laid out a proposal to transition city roadway landscaping to larger areas of hardscape and smaller high-impact areas of planting to improve appearance, reduce labor cost, and improve worker safety maintaining areas adjacent to high-speed routes. Council enthusiastically supportive of this recommendation. Staff will prepare more detailed plans and bring them back to Council.

Other guidance:

- Consider replacing the current City sign on Highway 61 for greater impact and visual appeal.
- Work with MNDOT to improve their maintenance of city access points.

Public Works/Parks and Recreation Facility Relocation
Public Works Director Ryan Burfeind presented plans for a new facility and the financial rationale for redeveloping the current space, and using proceeds from a sale to offset some of the new facility costs. The new facility will be built in phases, and constructed for cost-effective expansion. Council was supportive of dedicating levy dollars for design, and will consider the timing of future investments, balancing savings and bonding options accordingly. Council discussed thinking about a local option sales tax to help fund the project.

Communications
Communications Manager Phil Jents discussed the City's communications strategy and operations. Council was supportive of the City's recent communications efforts overall, and endorsed the strategies to shift social media platforms to meet residents and stakeholders where they are, along with the continued increase in online video content. The podcast downloads are under 100 per episode but potentially impactful, especially when compared with attendance at most public meetings. Further, podcast content is rich, creating better informed listeners.

Council was also supportive of a future redesign of the City logo and newsletter.

Other guidance and discussion:

- Mitigating harmful comments online is deceptively complex; staff is aware of the trade-offs.
- Consider television and radio commercials.
- Consider a live cam like the Eagle Cams in some locations.

Fire Standards of Cover
Fire Chief John Pritchard and Public Safety Director Pete Koerner presented an overview of the recent Standards of Cover report, representing the "gold standard" for fire service and EMS analytics. The recommendations and implications were discussed at some length.
Facilities needs were discussed. Findings included endorsement of current resource locations at Station 1, and the decommissioning of Fire Station 4. In the near-term, there will be a need to expand Station 1 by adding a bay, a contingency for which the building and site were designed. This change would meet the department's relevant facilities needs for at least the next ten years or so. Longer-range, there will be benefit to locating a new station to serve the southwest areas of the city (including Grey Cloud Island) as they are further developed. Council members offered guidance to look for land options early, and to consider seeking the right of first refusal on Bailey Nursery land.
Staffing needs were also discussed in detail. The department will "sunset" its part-time firefighter program, encouraging current employees to continue to serve as long as they are able, but no longer hiring any new part-timers. Council endorsed that decision, expressing support and gratitude for the many part-time responders who have served the city over decades, and recognizing the demographic and economic

realities that drive that change. Council also discussed pursuing a federal SAFER grant to allow for more rapid hiring. Council endorsed the plan to pursue a SAFER grant for 8 FTEs, and was generally supportive of using a specialized grant writer, to be proposed in the future after more research. Council also endorsed the budgetary transfer of 7 PT firefighter positions that are unfilled to one FTE full-time firefighter, a position which can then be posted immediately.

Finally, after the city's many efforts to reach agreements that protect the interests of Cottage Grove taxpayers, the City will take steps to remove Newport and Saint Paul Park from Cottage Grove's EMS PSA.

East Ravine Parks Plan

Zac Dockter presented a plan for new parks in the East Ravine area, which was discussed in detail and generally well-received. Land acquisition options were discussed in some detail. Council was also supportive of increasing parks dedication fees for multi-unit developments, to be discussed in a future work session.

Financial Management Plan

Brenda Malinowski returned to lead a discussion concerning the FMP. Additional spending, especially for Fire Department hiring, falls outside of the current FMP. This led to a thoughtful and spirited discussion about the nature and role of FMP. The support for hiring firefighters was not in question; the issue was really whether the FMP constituted a commitment which would require other, offsetting cuts, or whether it was a guideline and tool for minimizing spikes in levy increases. The wisdom of deferring needed expenses – sometimes characterized as "kicking the can down the road" – was also discussed.

An online polling exercise revealed that the council tends to prioritize personnel, then equipment, and then capital investments.

Parking Lot Topics

Throughout the day, we captured questions, guidance, and other ideas that were adjacent to the topics being considered. We revisited these topics at the conclusion of the retreat. However, all of the topics included in the parking lot are noted in the above notes, as part of their original discussions.

Conclusion

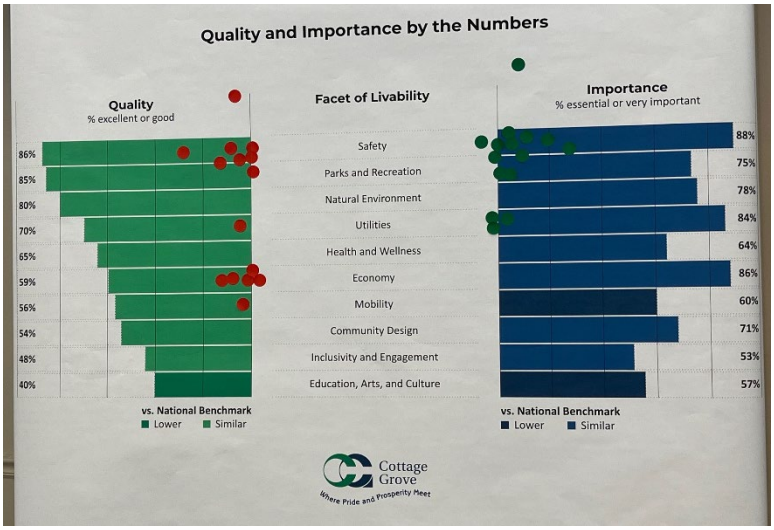
The retreat adjourned just before 4:00 PM. The facilitators wish to express their gratitude for being invited to return for the 2026 retreat. We appreciate the opportunity to serve as long-range strategic partners to the leadership of the City of Cottage Grove.

More detailed topical notes are included as an appendix, below.

Edited Notes on Cottage Grove Strategy, 10 Jan 2026
These notes focus on capturing comments of the Cottage Grove City Council, not on presentations by staff. In cases where staff comments are added, it is to clarify context or build on Council remarks.

Opening Comments
Mayor Bailey
Today is a chance to dream a bit, put up ideas. Even if it's not something we will cover today, this is the day to get the ideas out there.
Council recognizes that staff needs some specific guidance. Council also realizes that there are limits and this process helps to work through those limits.
City Administrator Levitt
Presentation on Team Cottage Grove – End Zone Vision, Roles and Responsibilities, all members of the team are essential. There is a good team dynamic between elected and staff. Today we want to get ideas out now for work in February. In the future we want yard markers to track progress. Hold back nothing… say what you need to say. Currently, our resources are sufficient- we have made investments in facilities and staff and equipment. Our "defense' meets challenges that exist- many are out of our control (lawsuits, landowners, tariffs, medical expenses). Our "offense" moves the ball forward – we need to be flexible, set plays to achieve our goals, get in the end zone.

Dot Exercise
Green – facet of livability that reflects a significant achievement in last year
Red – facet of livability that is most important for the next year



Comments –
Safety – The majority of both green and red are in this area. It is important that people can live with peace of mind. If people feel comfortable and safe, good things follow.
Mobility - This is important for seniors and young to keep their costs down - mobility for livability

CG wants to make sure we are maximizing value for our constituents - affordability
Mayor proud of our safety environment and our parks, people love what we are doing in Public Safety and want us to continue. People love our Parks & Recreation even if they are reluctant to pay for it.

Idea: have an affordability index for CG to compare to similar communities to make sure we are on target; our tax capacity is a challenge because we are not the wealthiest of cities.

Mayor – We need figure out how to get over the top with economic development – ball has been pulled out, we have been held up at the goal line, we want to make more progress.

CM Olsen- "Which one of my kids do I love the best;" it remains a challenge to prioritize. City government is fundamental to quality of life. The building blocks matter. Public Safety rises to the top for many – no

safety, people won't go to parks, ride bus, etc. Bad Public Works leads to all kinds of challenges. People want it all but we can't do it all at once.

Utilities – achievements – water treatment upgrades (best water in TC!)

Public Safety – achievements – Overall, engagement in community helps people feel safe. The licensing for paramedics, solid training, and productivity are factors that put our department in the upper echelon across the state (evidence? many people willing to lateral to join our PD, FD, EMS). The Safe Streets for All grant is an achievement.

Note- Safety is not just "public" safety; it includes good road care, a perception of order (quality code enforcement), officer presence beyond "fighting" crime, and proactive communication especially of alerts and warnings.

Parks & Rec – achievements – Lots of our programming is popular. People love the beautiful parks and landscapes. The low cost and free amenities available to all are an incredible asset to entire community which support our strategic goal of being a recreation destination especially in maintaining venues/fields/facilities/trails.

Even things that are not listed make a difference – our bond rating, employee retention, a stable council that supports staff help. Employees watch how the council works and their professionalism is a positive indicator.

Fund Allocation and Balance
We expect new housing starts to stay steady (flat), with minimal growth in number of plats, although there are some still coming in the near term.

Revenue – residential development has been bread and butter, senior living is solid, commercial was higher in past.
CM Thiede Question – Do we try to manage growth to avoid spikes and turbulence? To mow down mountains and pull up valleys? Moments of instability have usually come from a spike (increase) caused by a single major development. City budgets conservatively. When mountains come up, we respond and then adjust. Our fund balance policy helps us manage the uncertainty.

All departments are operating under an amended budget.
Contingency planning and funds help manage unexpected challenges.
Currently revenue is about $1.8 mil over spending.

Several voiced concern about impact of "going our own way" in the emergency services partnership with neighbors. Can we invoice neighboring cities in order to educate the public about the expenses and the write off that CG has to do to provide the service?

Staff sought guidance on negative cash balance in the EMS fund of $600K – (if we don't shore up the fund, what do we tell bond agency?) Brenda recommends transferring $550K from General fund to EMS fund (see slide). - APPROVED
Change in allocation for Fire Fighters now 60% in general fund, 40% in EMS fund, recommended that new Fire Fighter/Paramedic hires rely on general fund.

Community Development
Department has built its own strategic plan.
Discussion about role of code enforcement officer and need for additional PT/FTE – what do they do most of the time? Inspection? Looking for things? Sam is almost always reactive. Responding to complaints is her priority. She works on licensing in her "down time" and off season.

CM questions: Can we improve processes? For example, use of drones? This would require some legal matters resolved. Even drones still require operators and time to process information. Is the expense of an additional employee (over &130K) better spent on other methods? Could we increase duration of rental license? Is the rapid growth of single-family home rentals something that should be managed? Or is it a cycle that we just need to ride out. Families are renting homes that their elders owned and have vacated for assisted living. Is this a benefit for CG or something CG needs to "curtail"? Good code enforcement can mitigate negatives of rental properties. Question about what "Total Property Maintenance" means – it is a reactive activity, responding to concerns. Not proactive (not part of a regular plan). What is the inspection process? - documentation, follow-up, phone calls, engagement, citation if necessary.
Council recognized that CD needs an additional employee to manage future growth.

Trash container ordinance-
Staff spends a lot of time enforcing current (more restrictive) ordinance. Can we shift to a less restrictive ordinance? Are we making money? Are we making people unnecessarily mad? There is a perception that city is making money on it. Better to spend time on bad fences and trash outside containers and "free" stuff on lawn. CD will craft a proposal and bring it to Council.

The additional full time position will be a budget discussion but Council approves the concept. Staff need to confirm/prove return on investment… are there better processes? If so, try to use them, if not, show the math.

Economic Development
Council supported the following priorities -

1. Maintain existing businesses so they can grow and expand their workforce
2. Bring in new business, partner differently
3. Redevelop strategies to clean up blight maximize future use.

Council Questions and Discussion:
Does Van Meter know we are trying to help them find dollars? VM has been trying to decide for over a year. Econ Dev should be more proactive in helping business to grow here. Creating jobs in the city is beneficial to the city. In the past, CG has tried to bring businesses together. Are there any synergies that can be found by having a mix of businesses in a location or in our city. Recommend we bring businesses together to see if there are ways they can collaborate strategically. Existing businesses may be able to help city focus its recruiting of new businesses and even help with the actual recruiting. City wants to have a mutual relationship with businesses in that businesses are aware of what city can do for them and what they can do for the community. Mayor wants city to help businesses expand and grow, support them (through local or state subsidies, etc.) and get to a position where we can get the businesses we know are good for CG instead of taking what we can get. City can become catalyst for a web of business relationships.

A current limiting factor is power and ability of Xcel to bring electricity. Can we find other sources, providers of power? Lots of restrictions because of rivers. We have to get in line to pay for additional electrical capacity. Are there other cities with this problem? Do we have other options or do we need to build relationship with Xcel?

There was a short discussion about other recreational business opportunities such as curling, trampoline, etc. Could we repurpose industrial into recreational businesses?

As rates drop, do you anticipate increase in opportunities? Access to capital is there, but we need to find ways to get it. We still need to be looking for increase in Hotel capacity.
Nate should use Chamber of Commerce. How can we use analytics (like ICSC) more? Placer AI is an option for analytics in Econ Dev, Parks & Rec, Tourism; there is support to explore using them in the future.

US Bank building: haven't heard anything, appears that they are renovating interior and not vacating.
Mayor would like name of broker for US Bank.
The pros/cons of attending ISCS – goals, who should attend, etc.
Gas station – what is going on with that project
Status of Majestic, can we condemn it? Council says yes.
What does EDA currently own? Show council the map at some point soon.
Yellow Tree status – Mayor wants to attend next neighborhood meeting at Dominion.

City Landscaping
Council supports proposal for more hardscape - "a no brainer." It is better quality for community, better safety.
Council Questions:
Any additional opportunity for the Garden Club? They should not be asked to work in right of ways because it is too dangerous. They are doing about all they can right now.
Can we work with MNDOT to improve appearance of the areas that they maintain?
Can we look at landscaping partnerships/sponsorships? For example: Plants from Gertens with ads, etc.?

Public Works/Parks Relocation
Council Questions and Discussion:
Review sequence of building for clarification and relative costs. If we were to bond, how would we do it? Do not bond for design. If we bond for $30 million, it costs $2.4 million/year; we could use local option sales tax.
Would it be reasonable to repurpose, remodel current site? It would cost $23 million and last about 15 years, but expansion would be limited. A benefit of new site is more space to continue to expand.
Staff recommend that CG start process of putting levy dollars toward the construction in order to be ready five years from now to begin work. Citizens may be more open to parks/public works sales tax project in the future than they were for recreation sales tax.

Communications Priorities
Council Questions and Discussion:
Mayor supports direction. Appreciates that comms team responds to social media. Likes idea of using social media influencers (sees its success in his business life) for recreation opportunities that educate CG community and potential guests.
CM Garza suggests commercials to promote events through DCG like food truck festival.

CM Clausen on social media responses in example of drunk school bus driver… can we tailor posts to turn off comments to protect individuals or the comments get dangerously negative. Some cities do not allow ANY comments on their social media posts. City HR policy does direct how employees respond and how city responds. Desire to be careful.
CM Olsen pleased with changes, current video content. Look at newsletter design, continue it for the older members of community. Does comms have the tools they need to exercise vision for city? Short answer, yes.
Mayor – How is podcast doing? Phil Jents explained that there are about 89 downloads per episode. That may not seem like a lot, but if we compare that to if we had 89 people show up at a meeting… we'd be impressed!
Is there a possibility of a live cam to promote city?

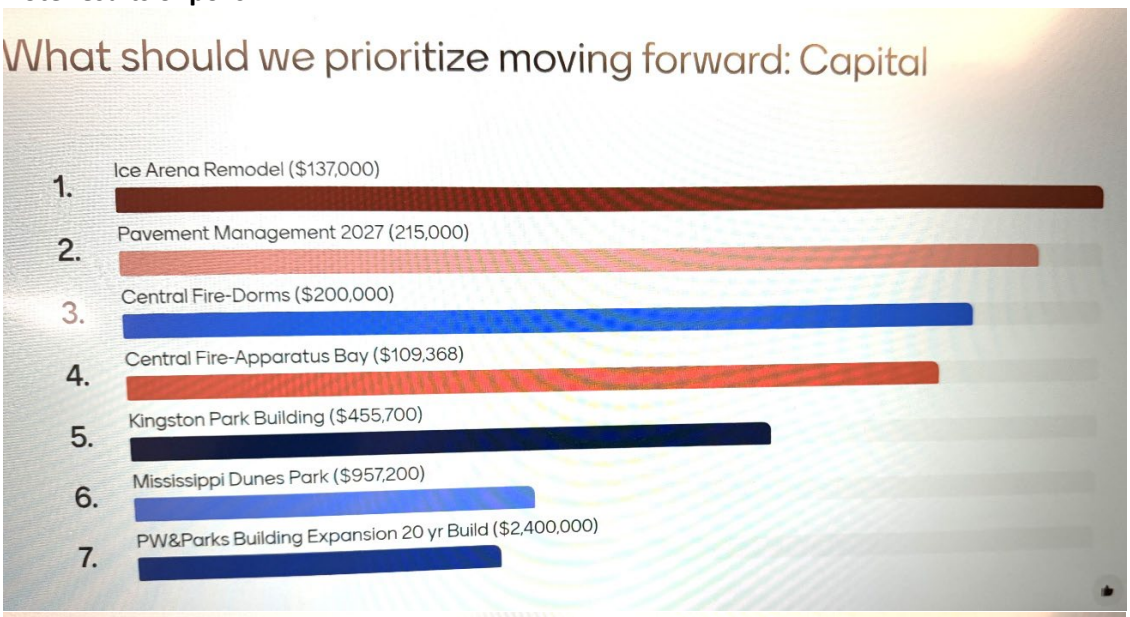
Fire Standard of Coverage
Council Questions and Discussion:
There was a question about the market value of Station 4 land – about $5-6 per sq. ft.
If we decommission now, it saves about $10K/year because we still need to pay utilities.
How does Standards of Coverage affect insurance rates for businesses? ISO focuses on response rate and number of responders, not number of stations. Not as important to insurance adjusters. Distance to station of 10 miles or less is what matters.
Any value of repurposing building? Fire Department is open to it.
What would expansion of Central Fire Station additional bay cost? $1.5mil. Ask if contractor could do work concurrently. Discussion about savings opportunities.
Does expansion cover capacity needs for future? It would be adequate for at least ten years. Longer term may need a second station in SW to cover Grey Cloud Island. City will need five-seven years lead time to fund and build new station.
Is there utility in keeping Station 4 land? Not really based on location. Make sure city does not lose opportunity to access land.
Any cash for retired ambulances? Not much. Doing a re-chassis is not effective either.
Mayor and council saw staff shortage firsthand when they visited station.
What is math as it relates to FTE and PT – (7 PT = 1 FTE)
Are there potential cost savings if we do not provide EMS? CG would not have reliable emergency coverage AND fire staffing would still be expensive. If that is true, does it make sense to get rid of partner communities because of the revenue they generate?
Do we apply for SAFER Grant? There is consensus to hire a grant writer and apply for grant.

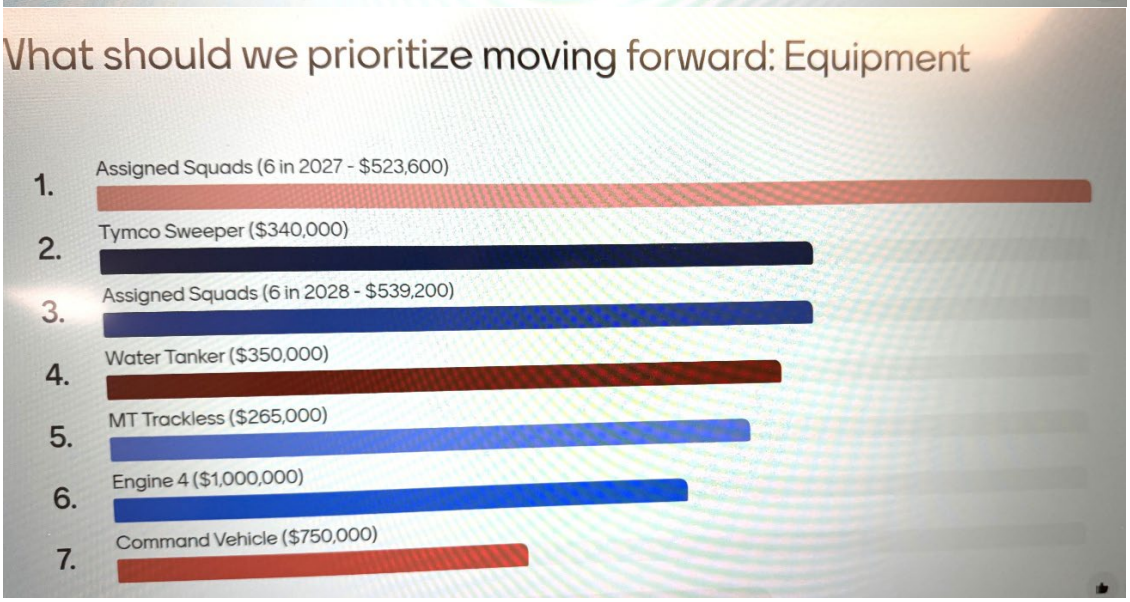
East Ravine Park Planning
There were lots of questions about specific land acquisition options and progress.
CM Olsen interested in continuing dialogue about park dedication fees.
Mayor says it's fair to increase costs for apartment buildings since residents are more likely to use parks.

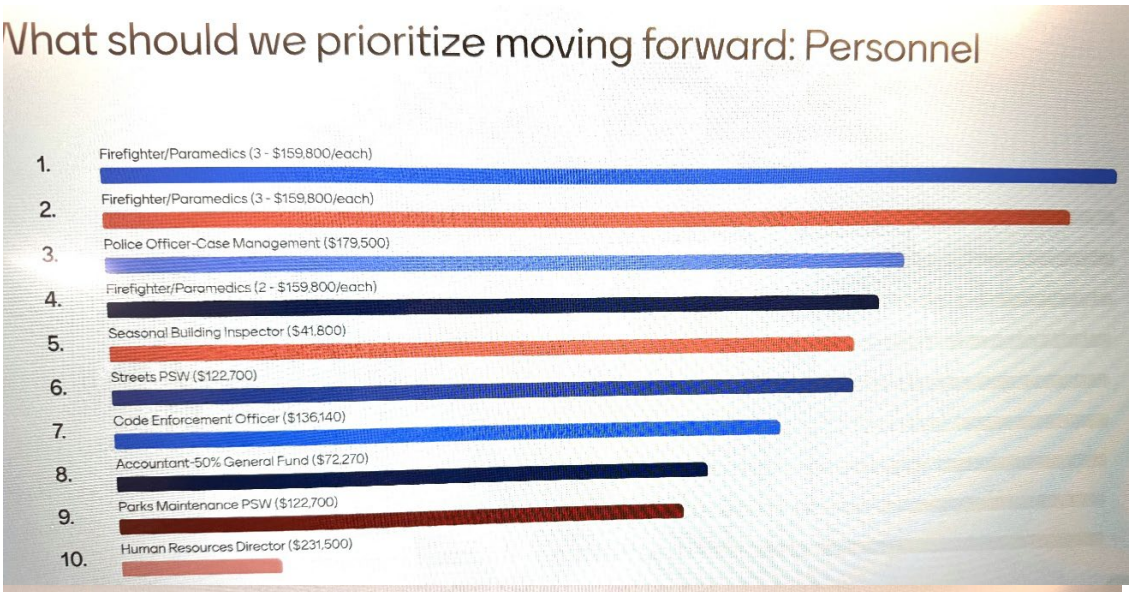
Financial Management Plan
Is it OK to be outside of target? Not OK with some members of Council but others are not sure we have a choice because of necessity. Several commented that the city will always have need and debt; always fighting to catch up. Whole purpose of FMP is to level off cost with growth. Want to "level mountains into the valleys." What are our realistic options? Push out expenses? Do without? Not do parks? Not do pavement management?

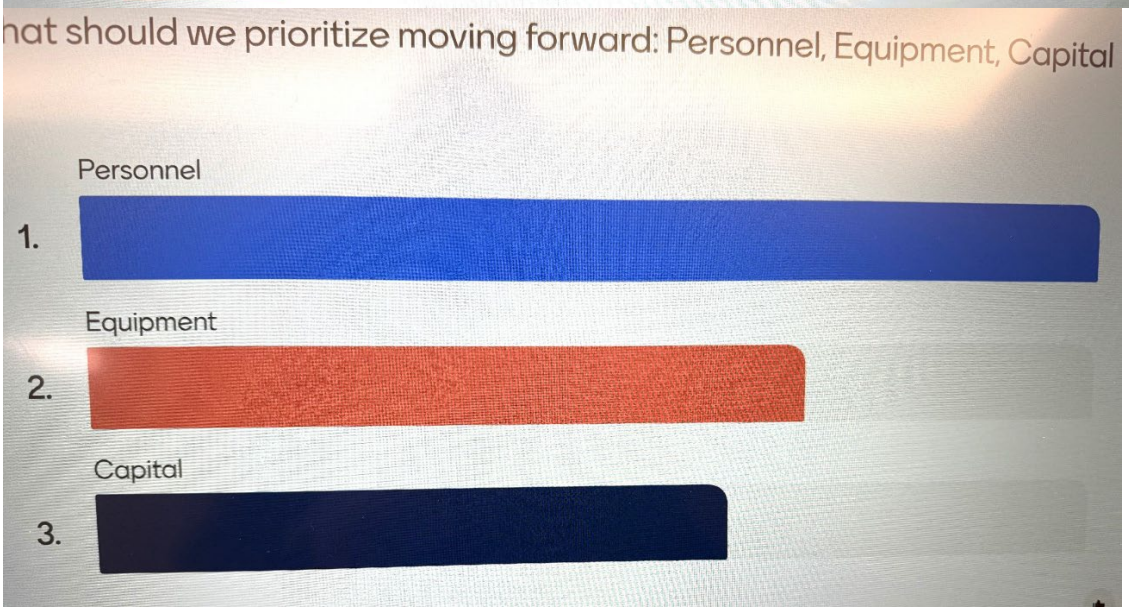
From Mayors' standpoint, FMP hasn't been followed since the first day we put it in. Every time we kick the can down the road, we wind up hurting someone and if we don't take action only gets more expensive. Our taxes went up, but ours are still lower than most.

Note results of polls:









Is the FMP a commitment to hold the line or a guideline/presumption?
CM Thiede - Guideline that manages expectations for residents. Tells story of what we believe will happen and then we respond to reality. It will fluctuate but shouldn't do so too much. City needs to be careful.
CM Garza - it is a guideline, but to kick the can will cost us down the road. Plan is going to move because we can't predict future. Need to balance needs of community.

Survey results are consistent with guidance.

Items in the "Parking Lot"
Xcel and power access
Review EDA map
Majestic condemnation
Conduct a city-led business "summit" for planning and building synergy
Repurpose industrial sites for recreation like pickleball, trampoline park, curling, etc.

Economic Development & Community Development should partner with an analytics firm
Build plan and strategy for next ICSC session
Work with MNDOT to better maintain Hwy 61 access points, move on hardscape, seek landscape sponsorship
Wrestle with social media to curtail the negative/vitriolic comments on some posts
Consider use of TV or radio commercials, maybe a live cam like the eagle nest in NE
Be aware of need for SW fire station; secure land early, seek right of 1st refusal with Bailey nursery
Very open to revisiting park dedication fees, especially for multi-unit developments

Final comments
Things will work out.
Staff is receptive to guidance… give and take, giving direction.

What's a reflection on today?
Jennifer – Staff needs and appreciates the feedback. Those nuggets are valuable to keep us on same page.
Brenda – helps with budget
Ryan – helps prioritize since so much impacts Public Works
Paul – learned a lot
Phil – very helpful see where comms fits (and doesn't) we all have to adapt
Emily – echo Jennifer and Ryan, fantastic for gaining clarity
Zac – prioritization helps, make it all work together
Pete – ditto, appreciates feedback
Nate – very helpful, lots of detail, adapting

CM Garza – appreciation for staff and info they provide, city is growing responsibly, mutual respect
CM Thiede – likes the ideas but always concerned about cost, seen a lot of growth, no animosity, appreciates conservative approach of finance
CM Clausen – feedback is important and useful
CM Olsen – best city staff because there is no us v. them, Jennifer has broken down walls and ensured people coming together, this exercise reinforces values, productive, important role for our city and the interconnectedness of its functions, this council has made it a priority to work well together and with staff
Mayor Bailey – passionate about community, want best for kids and grandkids, how can we work together to continue high quality of life? Community/public has generally been supportive of council's efforts even if they have been reluctant to pay. Positive relationships on council and collaborative relationship with staff matter. Priorities help us decide but we can still be responsive to opportunities.

MISSION STATEMENT

To promote community pride and create a high quality of life by providing excellence in the delivery of public service to residents and businesses.

THREE PILLARS

Enhancing Quality of Life for Residents	Thriving Business and Tourism Environment	Remain an Employer of Choice
SUCCESS FACTORS		
Cottage Grove strives to provide life cycle housing for all residents through diverse housing options.	Cottage Grove aims to create a dynamic business environment which generates jobs and increases tax base.	Cottage Grove strives to be a workplace that is reflective of the community.
Provide positive, responsive, and professional interaction with all services offered by the city while maintaining a safe and thriving community.	Cottage Grove partners with the local Chamber of Commerce to support local businesses and creates an environment to succeed.	Cottage Grove seeks to recruit and retain top talent, offering ongoing training and career opportunities.
Cottage Grove has a wide variety of premier community events, recreational amenities and natural open spaces for everyone to enjoy.	Cottage Grove Public Safety provides proactive community-oriented services to assist businesses.	Cottage Grove has achieved an organizational culture dedicated to efficient operations and excellent delivery of services.
Assure sustainable environmental standards and health practices including providing treated drinking water to meet all state and federal standards for PFAS.	Cottage Grove Convention and Visitors Bureau supports the hotel and event community locally to promote tourism in Cottage Grove.	Cottage Grove is a good financial steward which leads to a stable work environment.

STRATEGIC DIRECTIONS

Engaging Residents Where They Are	Continuing Sustainable Growth	Making Cottage Grove a Recreation Destination	Remaining an Employer of Choice
SUCCESS FACTORS			
Create strategic video communications that demystify city operations and humanize City government.	Complete the final design and deliver the County 19A and 100th Street Realignment Project.	Pursue development of Mississippi Dunes Park with pursuit of grant funds.	Follow the direction from the Fire Standards of Cover study evaluating and implementing staffing plans and ensuring facilities meet the demands of our service model including decommissioning Station 4.
Continue data-driven social media content and continue to engage with the community when appropriate.	Implement 3M settlement projects while maintaining an interim treatment plan that meets all PFAS standards.	Care for and/or reinvest into current recreational assets, including Kingston Park Building and Ice Arena	Continue employee recognition programs (Years of Service, Police, Fire).
Complete the study and plan for the Safe Streets for All federal grant.	Recruit a business-class hotel developer to construct a hotel as part of the Shoppes at Cottage View development.	Modify Public Landscapes Initiative to re-balance and restore right of way landscaping in key areas of the community for public beautification.	Develop training programs for employees at all levels such as the Emerging Leaders Cohort, Leadership Summit, book studies and guest speakers.
Continue to promote community events across City social media platforms when appropriate.	Develop a 10-year plan for EDA, HRA, and LAHA programs and priorities.	Study East Ravine Parks & Trail Plan to assure both recreational service and financial preparedness for impending development.	Continue to grow and enhance employee engagement programs (GOLD Award, Lunch and Learn, Safety Committee, Health and Wellness).
Work with Washington County and DARTS to expand transportation options to residents.	Implement online building inspection scheduling.	Create unique recreational places and spaces that are signature landmarks to Cottage Grove.	Continue retention interviews and new hire interviews.
Expand the Case Management Unit (CMU) and community paramedics program .	Deliver the 80th Street Rehabilitation project.	Leverage key recreational facilities and park buildings to be points of pride for the community and improve the local economy.	Continue the use of the Financial Management Plan.
Evaluate efficiencies related to building inspections and code enforecement.	Complete the redevelopment of the Cedarhurst Mansion site.	Explore new and creative marketing initiative such as, but not limited to, social media influencers, paid online advertising, paid media and others.	Complete the Compensation and Classification Study with Paypoint HR.
Continue to implement CVB Strategic Plan	Engage with Xcel Energy to develop a defined pathway for future industrial power infrastructure.		
	Apply for SAFER (Staffing for Adequate Fire and Emergency Response) grant to assist with staffing to meet the significant increase in demand for EMS services.		
	Develop a plan for the financing and construction of the new Public Works and Parks Facility.		
	Develop a Master Plan for Grey Cloud Island in conjunction with the Imagine 2050 Comp Plan update.		

City Council Action Request

7.C.

Meeting Date	2/18/2026
Department	Parks and Recreation
Agenda Category	Action Item
Title	Appointment to Parks, Recreation and Natural Resources Commission
Staff Recommendation	Appoint Jordan Dibich to the Parks, Recreation and Natural Resources Commission.
Budget Implication	N/A
Attachments	1. Appointments Memo

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

From: Zac Dockter, Parks and Recreation Director

CC: Dave Thiede, Councilman
Adam Larson, PRNR Commission Chair

Date: February, 2026

Subject: Appointment to Parks, Recreation and Natural Resources Commission

---

Councilman Thiede and Commission Chair Larson are recommending Jordan Dibich be appointed to the Parks, Recreation and Natural Resources Commission effective March 1, 2026. This appointment would fill the vacancy at the end of the term.

Recommendation
Appoint Jordan Dibich to the Parks, Recreation and Natural Resources Commission.

City Council Action Request

7.D.

Meeting Date	2/18/2026
Department	Administration
Agenda Category	Action Item
Title	Fee Table Amendment
Staff Recommendation	Approve Ordinance 1107, amending the City Fee Table.
Budget Implication	N/A

Attachments

1.	Memo - Park Dedication Fees & eCheck Fee - 2026
2.	Ordinance - 1107 Fee Table Revisions (Park Dedication & eChecks)
3.	2026 Proposed Fee's (2-18-26)

To:	Honorable Mayor and City Council
From:	Zac Dockter, Parks and Recreation Director
	Brenda Malinowski, Finance Director
CC:	Jennifer Levitt, City Administrator
Date:	January 27, 2026
Subject:	Fee Table Amendments - Park Dedication and Electronic Check Fees

---

Background

City staff periodically review the City Fee Table and are proposing the following two updates.

Park Dedication Fees

To aid in the city's effort of providing public recreational facilities to the community, the city requires that when land develops or is subdivided, land shall be dedicated to the City for public use; or in lieu of dedicating land, cash shall be paid to the City for purposes of developing recreational facilities. The city periodically reviews these park dedication requirements to ensure they are fair to development partners while also providing adequate resources for continuous improvement and expansion of Cottage Grove's park and recreation system.

The current park dedication ordinance fees are as follows:

Park Dedication Fees	
Single Family	$4,900 per unit or 10% of the fair market value, whichever is greater
Quad Buildings	$3,600 per unit or 10% of the fair market value, whichever is greater
Townhome	$3,600 per unit or 10% of the fair market value, whichever is greater
Multi-Family, Apartment, Independent Sr Living	$2,200 per unit or 10% of the fair market value, whichever is greater
Assisted Living, Skilled Care, Memory Care	$8,400 per acre or 10% of the fair market value, whichever is greater
Commercial	$8,400 per acre or 10% of land value
Industrial	$8,400 per acre or 10% of land value

Comparable Communities

The Parks and Recreation Department monitors park dedication requirements in comparable metro communities annually. Although these comparisons help to benchmark fees, the City should be primarily focused on the funding it needs to meet its' own recreational service expectations. Each

community has unique park/trail service level expectations so the associated park dedication fee structure will be unique to each community as well. Cottage Grove is a rapidly growing community that is adding to the park system annually and thus is heavily reliant upon park dedication fees for acquiring and developing park and open space for new homeowners' enjoyment and wellness. When in the midst of community growth periods, it is important to remember that each development has a single opportunity to add to the future park system for generations of enjoyment. The choices made today have generational impacts.

A recent survey of comparative communities is provided below

Park Dedication Fee Comparable Community Survey

	Park Dedication Requirement					
City	*Low Density*	*Medium Density*	*High Density*	*Commercial*	*Industrial*	*Misc*
Cottage Grove	**$4,900**	**$3,600**	**$2,200**	**$8,400/acre or 10% land value**	**$8,400/acre or 10% land value**	**Senior Living-High Density, Assisted Living-Commercial**
Lakeville	$6,007	$4,087	$3,133	$9,761/acre or 10% land value	$5,783/acre or 10% land value	
Rogers	$6,000	$6,000	$6,000	$8,500 per acre	$6,000 per acre	
Chanhassen	$5,800	$5,000	$3,800	$12,500 per acre	$12,500 per acre	Continuing Care Retirement Facility - $500 per bed
Shakopee	$5,500	$4,500	$2,500	$10,000 per acre	$10,000 per acre	
Eagan	$5,045	$5,165	$4,820	$1,235 per 1,000SF of building	$335 per 1,000SF of building	Add $1,700 per acre comm/industrial for trail dedication fee
Oakdale	$4,700	$3,800	$2,800	$17,700 per acre	$17,700 per acre	C/I based on 5.5% of land value at $322K/acre
Woodbury	$4,000	$4,000	$4,000	$6,000 per acre	$6,000 per acre	
Inver Grove Heights	$3,850	$4,000	$4,900	$7,000 per acre	$5,000 per acre	
Prior Lake	$3,750	$3,750	$3,750	$9,000 per acre	$9,000 per acre	Assisted Living-Commercial/Industrial rate
Lake Elmo	$3,600	$3,600		$6,000 per acre	$6,000 per acre	Residential is up to four lots, then moves to commercial
Hastings	$3,600	$3,600	$3,600	5% of fair market value	5% of fair market value	Moving to this fee in 2026
Rosemount	$3,400	$2,850	$2,500	$9,000 per acre	$5,000 per acre	
Mean	*$4,627*	*$4,150*	*$3,667*	*$9,300 per acre*	*$8,300 per acre*	
Median	*$4,350*	*$4,000*	*$3,675*	*$9,000 per acre*	*$7,000 per acre*	

Park Dedication Impact

Cottage Grove has a long history of making parks and recreation a point of pride in the community. Surveys routinely show that residents and visitors appreciate the City's commitment to investing into the park and recreation system. Further, studies have validated the economic benefits of providing these facilities to the community. In order to support the strategic direction of "Making Cottage Grove a Recreation Destination", garnering appropriate funding for the development of new parks is a vital tool that impacts generations of citizens and visitors to Cottage Grove.

Electronic Check Fees (eCheck)

In alignment with the City's commitment to fiscal stewardship and the principle of full cost recovery, a new transaction fee of up to 1.9% will be applied to the fee table for payments processed via electronic check (eCheck).

Historically, the City has absorbed the third-party processing charges associated with these transactions; however, as digital payment volumes increase, this overhead could become disproportionate and impact the general fund. By integrating this fee into the standard Fee Table, we ensure that the direct costs of specialized payment processing are borne by the users of the service rather than the broader taxpayer base.

Staff Recommendation

1) Approve Ordinance 1107, amending the City Fee Table for the following items;

Single Family	$5,000 per unit per unit or 10% of the fair market value, whichever is greater

Quad Buildings	$4,000 per unit per unit or 10% of the fair market value, whichever is greater
Townhome	$4,000 per unit or 10% of the fair market value, whichever is greater
Multi-Family, Apartment, Condo, Independent Sr Living	$3,000 per unit per unit or 10% of the fair market value, whichever is greater
Assisted Living, Skilled Care, Memory Care	$8,500 per acre per unit or 10% of the fair market value, whichever is greater
Commercial	$8,500 per acre or 10% of the Fair Market Value, whichever is greater
Industrial	$8,500 per acre or 10% of the Fair Market Value, whichever is greater

2) Amend the City Fee Table by adding a line item for Electronic Check Fees (eCheck) for up to 1.9%.

ORDINANCE NO. 1107

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

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

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

SECTION 2. PUBLICATION BY TITLE AND SUMMARY. Pursuant to Minnesota Statute Section 412.191, subd. 4, in the case of a lengthy ordinance, a summary may be published in lieu of the entire ordinance. The entire ordinance has been posted in accordance with State Statute 415.19 on the City's Public Notices board at City Hall, and on the City's website under Pending Ordinances at least ten days before consideration. A copy of the entire ordinance is available at the office of the City Clerk and the fee table in its entirety will be published on the City's website. The following summary is approved by the City Council and shall be published in lieu of the entire ordinance:

Ordinance 1107 amends the City Fee Table as follows:

1) ***Park Dedication Fees***

Single Family *- $5,000 per unit* or 10% of the fair market value, whichever is greater.

Quad Buildings *- $4,000 per unit* or 10% of the fair market value, whichever is greater.

Townhome *- $4,000 per unit or 10% of the fair market value, whichever is greater.*

Multi-Family, Apartments, Condos, Independent Sr Living *- $3,000 per unit or 10% of the fair market value, whichever is greater.*

Assisted Living, Skilled Care, Memory Care *- $8,500 per acre* or 10% of the fair market value, whichever is greater.

Commercial - *$8,500 per acre* or 10% of the fair market value, whichever is greater.

Industrial *- $8,500 per acre* or 10% of the fair market value, whichever is greater.

2) ***Electronic Check Fees (eCheck)*** *– Up to 1.9% per eCheck.*

The full text of Ordinance 1107 is available at Cottage Grove City Hall.

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

Passed this 18th of February 2026

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

Published in the Pioneer Press on 2/20/2026.

Category	Subcategory	Item	Tier	2026Fees
Ambulance	Advanced Life Support	Stand-By (Two EMS Providers (at least one Paramedic) with Ambulance)		$220.00 per hour
Ambulance	Advanced Life Support	Stand-By (Paramedic without Ambulance)		$80.00 per hour
Ambulance	Advanced Life Support	Treatment and Transport - Tier 1		$2,690.00
Ambulance	Advanced Life Support	Treatment and Transport - Tier 2		$3,010.00
Ambulance	Advanced Life Support	Treatment without Transport (includes all medication administration, oxygen administration, and cardiac arrest care)		$550.00
Ambulance	Basic Life Support	Evaluation without Transport (includes assessment, vital signs (including pulse oximetry), blood glucose measurement, basic bandaging, band-aid, basic wound care, splinting or carbon monoxide monitoring)		No Charge Resident; $550.00 Non Resident
~~Ambulance~~	~~Basic Life Support~~	~~Stand-By (2 EMTs with Ambulance)~~		
Ambulance	Basic Life Support	Stand-By (EMT without Ambulance)		$55.00 per hour
Ambulance	Basic Life Support	Treatment and Transport		$2,150.00
Ambulance	Other	Mileage Charge (Per Loaded Mile From City Limits)		$40.00
Ambulance	Other	Non-Resident Fee		$230.00
Ambulance	Other	Special Services EMS Charge		$450.00
Ambulance	Other	Blood draw for legal purposes (Legal Blood Draw) for outside agency		$200.00
Animal	Impound	City-Ordered, Administrative Fee		Actual Cost Incurred By Impound Facility
Animal	Impound	City-Ordered, Facility Fee		Actual Cost Incurred By Impound Facility
Animal	Licenses	Dog/Cat, Duplicate Tag		$5.00 each
Animal	Licenses	Dog/Cat, Multiple Animal		$100.00 Per Calendar Year
Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (1 Calendar Year)		$20.00 Renewal
Animal	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (Lifetime License)		$75.00
Animal	Licenses	Dog/Cat, Spayed/Neutered (1 Calendar Year)		$15.00 Renewal
Animal	Licenses	Dog/Cat, Spayed/Neutered (Micro-chipped Lifetime License)		$50.00
Animal	Licenses	Dog/Cat, Spayed/Neutered (No Micro-chip Lifetime License)		$60.00
Animal	Licenses	Goats, Temporary Keeping of, Vegetation Management		$50.00 Per Calendar Year
Animal	Licenses	Kennel, Commercial		$50.00 per year
Animal	Other	Administrative hearing fee, dangerous/potentially dangerous dog		$200.00
Animal	Registrations	Dog, Dangerous		$60.00 Spayed/Neutered; $65.00 Non-Spayed/Non-Neutered per Calendar Year
Animal	Registrations	Dog, Potentially Dangerous		$60.00 Spayed/Neutered; $65.00 Non-Spayed/Non-Neutered per Calendar Year
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Remainder of City		$2,730 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Lower		$15,260 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Upper		$5,740 per acre
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Utility Staging Area 2		$11,490 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, East Ravine		$15,370 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, Remainder of City		$13,130 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, South District		$15,150 per acre
Development	Area Charges, Commercial/Industrial	Storm Water Facilities, West Draw		$14,630 per acre
Development	Area Charges, Commercial/Industrial	Waterworks		$8,450 per acre
Development	Area Charges, Residential	Sanitary Sewer, Remainder of City		$1,950 per acre
Development	Area Charges, Residential	Sanitary Sewer, South District Lower		$10,820 per acre
Development	Area Charges, Residential	Sanitary Sewer, South District Upper		$4,080 per acre
Development	Area Charges, Residential	Sanitary Sewer, Upper Ravine		$9,970 per acre
Development	Area Charges, Residential	Sanitary Sewer, Utility Staging Area 2		$8,150 per acre
Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 1		$2,440 per acre
Development	Area Charges, Residential	Sanitary Sewer, West Draw Area 2		$4,010 per acre
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - High Density		$15,370 per acre
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Medium Density		$12,840 per acre

Category	Subcategory	Item	Tier	2026Fees
Development	Area Charges, Residential	Storm Water Facilities, East Ravine - Single Family		$10,510 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Ag Developed		$9,420 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Estate		$6,550 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - High Density		$13,130 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Medium Density		$10,940 per acre
Development	Area Charges, Residential	Storm Water Facilities, Remainder of City - Single Family		$9,000 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - High Density		$15,150 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - Medium Density		$12,660 per acre
Development	Area Charges, Residential	Storm Water Facilities, South District - Single Family		$10,380 per acre
Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Multi Family		$12,890 per acre
Development	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Single Family		$9,860 per acre
Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Multi Family		$6,870 per acre
Development	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Single Family		$5,820 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Ag Developed		$10,480 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Estate		$7,320 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - High Density		$14,640 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Medium Density		$12,200 per acre
Development	Area Charges, Residential	Storm Water Facilities, West Draw - Single Family		$9,760 per acre
Development	Area Charges, Residential	Water Works, Remainder of City		$6,810 per acre
Development	Connection Fees, Commercial/Industrial	Sanitary Sewer		$1,770 per acre
Development	Connection Fees, Commercial/Industrial	Water Works		$2,620 per acre
Development	Connection Fees, Residential	Sanitary Sewer, Entire City		$460 per unit
Development	Connection Fees, Residential	Water Works, Entire City		$370 per unit
Development	Engineering	City Concept Review, Public Improvement (Private Developer)		1%
Development	Engineering	City Design Escrow, Public Improvement (Private Developer, Public Design)		5%
Development	Engineering	City Engineering Administration Fee, Public Improvement (Private Developer)		2%
Development	Engineering	City Engineering Administration Fee, Public Project		4%
Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - $0 - $1 million project valuation		6%
Development	Engineering	City Inspection Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than $1 million		5%
Development	Engineering	City Inspection/Testing Escrow, Public Improvement (Private Developer, Public Design)		10%
Development	Engineering	Hourly Rate for Engineering and Staff Time		Actual Cost
Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than $1 million		2%
Development	Engineering	Plan Review Escrow, Public Improvement (Private Developer, Private Design) - $0 - $1 million project valuation		3%
Development	Engineering	Private Commercial Site Improvements - $0 - $100, 000 Valuation		$300.00 Base Fee for Up To The First $20,000 Site Improvement Valuation; $13.00 per Additional $1,000 Site Improvement Valuation
Development	Engineering	Private Commercial Site Improvements - $500,001 - $1,000,000 Valuation		$4,300.00 Base Fee for First $500,000 Site Improvement Valuation; $5.00 per Additional $1,000 Site Improvement Valuation
Development	Engineering	Private Commercial Site Improvements - Greater than $1,000,000 valuation		$6,600.00 Base Fee for First $1,000,000 Site Improvement Valuation; $4.5 per Additional $1,000 Site Improvement Valuation

Category	Subcategory	Item	Tier	2026Fees
Development	Engineering	Private Commercial Site Improvements $100,001 - $500,000 Valuation		$1,300.00 Base Fee for First $100,000 Site Improvement Valuation; 8.00 per Additional $1,000 Site Improvement Valuation
Development	Engineering	Telecommunication Facilities Escrow Fee		$10,000.00
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Grange Water Tower (H10' X W10' X D24" Maximum Area)	$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Meadowgrass Water Tower (H10' X W12' X D32" Maximum Area)	$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Inwood Water Tower (H10' X W12' X D32" Maximum Area)	$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Innsdale Water Tower (H10' X W12' X D32" Maximum Area)	$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	92nd Street Water Tower (H10' X W12' X D32" Maximum Area)	$46,350.00/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Development	Engineering	Telecommunication Facilities Lease (Generator Fee)		$6000.00/Per Year Per Generator With a 4% Annual Lease Rate Escalator
Development	Miscellaneous	Administrative Use Permit, Commercial		Add Note For All Planning Fees: *Any escrows received by the City shall be monitored to ensure sufficient escrow funds are held by the City. When an escrow account reaches a balance of 10% of the original escrow amount, the City shall invoice the applicant for the submittal of additional escrow funds in an amount consistent with the original escrow submittal. This process shall continue until the City has completed all necessary reviews.
Development	Miscellaneous	Administrative Use Permit, Residential		$565.00 Plus $5,000.00 Escrow
Development	Miscellaneous	Agricultural Preservation Documentation Processing		$150.00
Development	Miscellaneous	Business Park AUAR		$111.00 per Acre
Development	Miscellaneous	Business Subsidy Application		$10,000.00 Escrow (Unused Escrow Amount Returned)
Development	Miscellaneous	Comprehensive Plan		$50.00 Paper Copy/$10 Digital
Development	Miscellaneous	Comprehensive Plan Amendment, Map or Text		$670.00 + $55.00 GIS Fee + $2,500.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Commercial		$565.00 Plus $5,000.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Interim		$565.00 Plus $5,000.00 Escrow
Development	Miscellaneous	Conditional Use Permit, Residential		$565.00 Plus $5,000.00 Escrow
Development	Miscellaneous	East Ravine AUAR Charge		$120.00 Per Acre
Development	Miscellaneous	Environmental Assessment Worksheet		$620.00 Plus Actual Costs
Development	Miscellaneous	Financial Guarantee, Escrow for Subdivision Improvements		Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.
Development	Miscellaneous	Historic Preservation Delisting		$515.00
Development	Miscellaneous	Historic Preservation Designation		$515.00
Development	Miscellaneous	Lot Grading and Corner Lot Pin Compliance Escrow		$1,000.00 Per Lot
Development	Miscellaneous	Metropolitan Council SAC Charge		$2,485.00 Per Unit for Applicable 2025 Permits
Development	Miscellaneous	Mining, Annual Inspection and Review		$2,060.00
Development	Miscellaneous	Mining, Permit Removal per Occurrence		Under 100,000 tons - $300.00. Over 100,000 tons - $550.00
Development	Miscellaneous	Natural Resources Inventory		$70.00 Per Paper Copy
Development	Miscellaneous	Park and Open Space Identification Markers		$175/Post
Development	Miscellaneous	Park Land Dedication, Commercial	Land Only	Minimum of 10% of the Buildable Land within the Development.
Development	Miscellaneous	Park Land Dedication, Commercial	Cash in Lieu of	Estimated $8,500.00 Per Acre or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Industrial	Cash in Lieu of	$8,500 per acre or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Land Only	Minimum of 10% of the Buildable Land within the Development.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Single Family)	$5,000.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Quad Buildings)	$4,000.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Townhome)	$4,000.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family (Apartments, Condos, Independent Senior Living))	$3,000.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Assisted Living (Skilled Care, Memory Care))	$8,500.00 Per Acre or 10% of the Fair Market Value, whichever is greater.
Development	Miscellaneous	Plat, Final		$360.00 + $100.00/Acre + $5,000.00 Escrow
Development	Miscellaneous	Plat, Preliminary		$565.00 + $50.00 Per Lot/Unit + $15,000.00 Escrow
Development	Miscellaneous	Preliminary Development Review Escrow		$1,080.00 Plus $20.00 Per Acre; $1,000.00 Escrow
Development	Miscellaneous	Public ROW and Easement Vacations		$360.00
Development	Miscellaneous	PUD (Planned Unit Development)		$900 Plus a $2,000 Escrow
Development	Miscellaneous	Re-addressing		$150.00
Development	Miscellaneous	Sign Ordinance		$15.00 Per Paper Copy / $10.00 Digital Format
Development	Miscellaneous	Signs, Illegal, Return of		$10.00 Per Sign
Development	Miscellaneous	Site Plan		$500.00 Plus $5,000 Escrow
Development	Miscellaneous	Sketch Plan Review		$205.00 Plus $5000.00 Escrow
Development	Miscellaneous	Street Lighting - New Developments		$6.83/Lot/Month for 24 Months

Category	Subcategory	Item	Tier	2026Fees
Development	Miscellaneous	Street Renaming		$200.00 (Plus Sign Material and Labor for Installation)
Development	Miscellaneous	Subdivision, Minor		$500.00 Plus $2,000 Escrow
Development	Miscellaneous	Tree Mitigation	Replacement Trees	Reference Title 11-3-13
Development	Miscellaneous	Tree Mitigation	Cash In Lieu of	$150.00 Per Required Replacement Inch
Development	Miscellaneous	Variance, Post-Construction		$925.00
Development	Miscellaneous	Variance, Pre-Construction		$300.00
Development	Miscellaneous	Zoning Amendment, Text or Map		$665.00 Plus $2,000.00 Escrow
Development	Miscellaneous	Zoning Appeal		$310.00
Development	Miscellaneous	Zoning Letter		$100.00
Development	Miscellaneous	Zoning Ordinance		$30.00 Per Paper Copy / $10 Digital Format
Engineering	Miscellaneous	Sealcoating, Street, New Subdivision		$1.25 Per Square Yard
Engineering	Miscellaneous	Sealcoating, Trails		$2.50 Per Square Yard
Engineering	Miscellaneous	Off-Site Stormwater Ponding Fee		Reference City Stormwater Management Plan
Fines	Code Enforcement	Weeds, Tall, Abatement	1st Violation in 12-Month Period	$60.00 Plus Actual Cost
Fines	Code Enforcement	Weeds, Tall, Abatement	2nd Violation in 12-Month Period	$110.00 Plus Actual Cost
Fines	Code Enforcement	Weeds, Tall, Abatement	3rd Violation in 12-Month Period	$210.00 Plus Actual Cost
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	1st Violation in a 24-Month Period	$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	2nd Violation in a 24-Month Period	$1,000.00 (Plus 3-Day Suspension)
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	3rd Violation in a 24-Month Period	$2,000.00 (Plus 7-Day Suspension)
Fines	License	Cannabinoid & Low Potency THC, Underage Sale	Additional Violations in a 24-Month Period	30-day Suspension
Fines	License	False Alarms, Commercial (0-4)		No Charge
Fines	License	False Alarms, Commercial (10+)		$300.00 Each
Fines	License	False Alarms, Commercial (5-6)		$75.00 Each
Fines	License	False Alarms, Commercial (7-9)		$150.00 Each
Fines	License	Liquor, Underage Sale	1st Violation in a 24-Month Period	$500.00 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public Safety Director
Fines	License	Liquor, Underage Sale	2nd Violation in a 24-Month Period	$1,000.00 (Plus 3-Day Suspension)
Fines	License	Liquor, Underage Sale	3rd Violation in a 24-Month Period	$1,500.00 (Plus 7-Day Suspension)
Fines	License	Liquor, Underage Sale	4th Violation in a 24-Month Period	Revocation
Fines	License	Tobacco, Underage Sale, Licensee	1st Violation in a 36-Month Period	$300.00
Fines	License	Tobacco, Underage Sale, Licensee	2nd Violation in a 36-Month Period	$600.00
Fines	License	Tobacco, Underage Sale, Licensee	3rd Violation in a 36-Month Period	$1,000.00 (Plus 7-Day Suspension)
Fines	License	Tobacco, Underage Sale, Licensee	4th Violation in a 36-Month Period	License Revocation
Fines	License	Tobacco, Underage Sales, Employee/Seller		$50.00
General Services	Copying/Printing	City Maps, Urban or Rural		$5.00 Each
General Services	Copying/Printing	Copies		$0.25
General Services	Copying/Printing	Printing, Large Format, Black and White		$5.00 Each
General Services	Copying/Printing	Printing, Large Format, Color		$10.00 Each
General Services	Finance	Tax exempt revenue bond financing (other exenses)		Actual out of Pocket Costs
General Services	Finance	Tax-Exempt Revenue Bond Financing		1% of the First $10 Million in Requested Financing, with 1/2 of the 1% Fee Being Charged on the Remaining Issue
General Services	Finance	Assessment Search		$20.00
General Services	Finance	Credit Card Fee's - For All Activities Except Golf, Ice Arena, HERO Center, and Recreation.		$2.50 or 3.75% (or actual cost of processing the credit card)
General Services	Finance	Credit Card Fee's - Recreation		6.98% for online payments (or actual cost of processing credit card)
General Services	Finance	Electric Checks (eChecks)		Up to 1.9%
General Services	Finance	Finance Charge on Accounts Receivable Aged Greater than 30 Days		1.5% Per Month or $1.00 Minimum
General Services	Finance	Finance Charge on Annual Utility Bills Greater than 90 Days		4.5% Annual or $3.00 minimum (whichever is greater)
General Services	Finance	Finance, Projects		3%
General Services	Finance	Nonsufficient Fund Charge		$35.00
General Services	Finance	Tax Increment Financing (TIF) Escrow		$10,000.00
General Services	Miscellaneous	Administration, Projects		2%
General Services	Miscellaneous	Appeals to the city administrator filing fee		$200.00/Each
General Services	Miscellaneous	City Hall Facility Use		Cleaning Fee, Additional - $50.00 per Hour. One Hour Minimum Charge
General Services	Miscellaneous	Election Filing Fee		$5.00
General Services	Miscellaneous	Special Meeting Fee		$500.00
Golf Course	Cart Rental	Daily		$34.00
Golf Course	Cart Rental	Daily		$44.00
Golf Course	Cart Rental	Senior, Non-Primetime		$24.00
Golf Course	Cart Rental	Senior, Non-Primetime		$34.00
Golf Course	Cart Rental	Twilight		$32.00
Golf Course	F/B Minimum	Wedding event		$30 pp
Golf Course	F/B Minimum	All other events		$1,500
Golf Course	Facility Rental	1/2 Banquet Room		$500

Category	Subcategory	Item	Tier	2026Fees
Golf Course	Facility Rental	Main Banquet Room		$1,000
Golf Course	Facility Rental	Wedding Rental		$6,000
Golf Course	Facility Rental	Wedding Rental & Ceremony		$7,500
Golf Course	Food Minimum	Main Banquet Room		NA
Golf Course	Food Minimum	Main Banquet Room- Wedding		NA
Golf Course	Food Minimum	Partial Rooms		NA
Golf Course	Greens Fee (Juniors)	18 Hole, After 1 PM		$25.00
Golf Course	Greens Fee (Juniors)	2 Hours Before Dark	Junior Free if playing with an adult	$10.00
Golf Course	Greens Fee (Juniors)	9 Hole, After 1 PM		$20.00
Golf Course	Greens Fee (Non-Patron)	18 Hole, Friday - Sunday & Holiday		$49.00
Golf Course	Greens Fee (Non-Patron)	18 Hole, Monday - Thursday		$44.00
Golf Course	Greens Fee (Non-Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM 7 before twillight		$29.00
Golf Course	Greens Fee (Non-Patron)	9 Hole, Monday - Thursday		$28.00
Golf Course	Greens Fee (Patron)	18 Hole, Friday - Sunday & Holiday		$45.00
Golf Course	Greens Fee (Patron)	18 Hole, Monday - Thursday		$40.00
Golf Course	Greens Fee (Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		$27.00
Golf Course	Greens Fee (Patron)	9 Hole, Monday - Thursday		$27.00
Golf Course	Greens Fee (Seniors)	18 Hole, Friday - Sunday & Holiday After 1 PM 7 before twillight		$42.00
Golf Course	Greens Fee (Seniors)	18 Hole, Monday - Thursday		$31.00
Golf Course	Greens Fee (Seniors)	9 Hole, Friday - Sunday & Holiday, After 1 PM 7 before twillight		$25.00
Golf Course	Greens Fee (Seniors)	9 Hole, Monday - Thursday		$23.00
Golf Course	Greens Fee (Twilight Golf)	Walking		$30.00
Golf Course	Outdoor Tent Rental	Per 20' x 20' Tent		$250.00
Golf Course	Practice Range	Range Balls	Small	$8.00
Golf Course	Practice Range	Range Balls	Medium	$13.00
Golf Course	Practice Range	Range Balls	Large	$16.00
Golf Course	Ride Along Fee	Ride Along Fee		$15.00
Golf Course	Season Pass	Couple		$2,900.00
Golf Course	Season Pass	Couple, Weekday		$2,400.00
Golf Course	Season Pass	Half Cart Pass		$800.00
Golf Course	Season Pass	Half Cart Pass, Senior		$700.00
Golf Course	Season Pass	Individual		$1,950.00
Golf Course	Season Pass	Individual, Weekday		$1,600.00
Golf Course	Season Pass	Junior, Weekday		$475.00
Golf Course	Season Pass	Junior, Weekends After 1 PM		$675.00
Golf Course	Season Pass	Practice Range, Member		$450.00
Golf Course	Season Pass	Practice Range, Non-Member		$750.00
Golf Course	Season Pass	Senior		$1,600.00
Golf Course	Season Pass	Senior, Husband/Wife		$2,400.00
Golf Course	Season Pass	Senior, Husband/Wife, Weekday		$1,900.00
Golf Course	Season Pass	Senior, Weekday		$1,400.00
Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Monday - Thursday (includes $500 Merchandise Credit)	$6,500.00
Golf Course	Tournament	Shotgun, Before May 15 or After Sep 19	Friday - Sunday (includes $500 Merchandise Credit)	$7,500.00
Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Monday - Thursday (includes $500 Merchandise Credit)	$7,750.00
Golf Course	Tournament	Shotgun, May 16 thru Sep 18	Friday - Sunday & Holidays (includes $500 Merchandise Credit)	$8,750.00
Golf Course	Trail Fee	Trail Fee		$15.00
Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Boys		50/50 Split - $2,250 Minimum per Game
Ice Arena	High School Hockey Games	Double - Admission Charged Varsity or JV games - Girls		50/50 Split - $1,750 Minimum per Game
Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Boys		50/50 Split - $1,750 Minimum per Game
Ice Arena	High School Hockey Games	Single - Admission Charged Varsity or JV games - Girls		50/50 Split - $1,450 Minimum per Game
Ice Arena	North & West Rink Ice Rental	72 Hour Deal		$180.00
Ice Arena	North & West Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 10:00 PM)	$250.00
Ice Arena	North & West Rink Ice Rental	Monday - Friday	Non-Prime (10:00 PM - 2:00 PM)	$180.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 1-30 Hours	1 - 10 Hours	$200.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 31-60 Hours	11 - 20 Hours	$190.00
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) 61+ Hours	21- 35 Hours	$180.00 (21+ hours)
Ice Arena	North & West Rink Ice Rental	Off Season (April 1 – August 31) Non-Prime before 6am-or after 10pm	Non-Prime Rate (Before 6 AM or After 10 PM)	$185.00
Ice Arena	North & West Rink Ice Rental	Saturday & Sunday Prime	Prime (6:00 AM - 10:00 PM)	$250.00
Ice Arena	North & West Rink Ice Rental	Saturday & Sunday Non-Prime	Non-Prime (10:00 PM - 6:00 AM)	$180.00
Ice Arena	Public Skating	Figure Skaters Practice - North or West Rink		$14.00 Per Person
Ice Arena	Public Skating	Figure Skaters Practice - South Rink		$7.00 Per Person
Ice Arena	Public Skating	Open Hockey		$7.00 Per Person
Ice Arena	Public Skating	Public Skating		$7.00 Per Person
Ice Arena	Public Skating	Public Skating Punch Card		$49.00 Each
Ice Arena	Rentals, Other	Ice Resurfacing, Extra		$30.00
Ice Arena	Rentals, Other	Marquee Sign		$10.00 Per Day Per Side
Ice Arena	Rentals, Other	Meeting Room		$30.00 Per Hour
Ice Arena	Rentals, Other	Skate Rental		$5.00 Per Pair
Ice Arena	Rentals, Other	Skate Rental w/Skating School Program		$3.00 Per Pair
Ice Arena	Rentals, Other	Skate Sharpening		$7.00 Per Pair
Ice Arena	Rentals, Other	Skate Sharpening Punch Card		$49.00/ 8 Sharpening's
Ice Arena	South Rink Ice Rental	72 Hour Deal		$140.00 Plus Tax

Category	Subcategory	Item	Tier	2026Fees
Ice Arena	South Rink Ice Rental	Monday - Friday Prime	Prime (2:00 PM - 9:00 PM)	$150.00 Plus Tax
Ice Arena	South Rink Ice Rental	Monday - Friday Non-Prime	Non-Prime (9:00 PM - 2:00 PM)	$140.00 Plus Tax
Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Prime (6:00 AM to 10:00 PM)	$155.00 Plus Tax
Ice Arena	South Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime (Before 6:00 AM or After 10:00 PM)	$145.00 Plus Tax
Ice Arena	South Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 9:00 PM)	$155.00 Plus Tax
Ice Arena	South Rink Ice Rental	Saturday & Sunday	Non-Prime (9:00 PM - 6:00 AM)	$145.00 Plus Tax
Ice Arena	Turf Rental	March - September		$100.00 Plus Tax
Licenses	Animal	Chicken and Duck Keeping (year 1 and 2)	2 year license	$100.00 every 2 years
Licenses	Animal	Renewal - Chicken and Duck Keeping (year 3 and after)	2- year license	$50.00 every 2 years
Licenses	Business	Adult Entertainment, Principal Uses		$5,000.00 plus Investigation Fee of $2,060.00 In-State; Up To $10,300.00 Out-State
Licenses	Business	Beekeeping		$100.00 every 2 years
Licenses	Business	Cannabis Cultivator (Registration Fee plus first Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Cultivator (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Delivery Service (Registration Fee Plus First Renewal Fee)		$750.00
Licenses	Business	Cannabis Delivery Service (Renewal Fee)		$500.00
Licenses	Business	Cannabis Event Organizer Permit (Event Fee and Escrow) (One Event)		250.00 Each Event with a $5000.00 Escrow
Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Registration Fee Plus First Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Manufacturer (Renewal Fee)		$500.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Initial Registration (1 License Per Retail Location) (Registration Fee Plus First Renewal Fee)		$250.00
Licenses	Business	Cannabis Lower-Potency Hemp Edible Retailer Renewal Fee (Per Retail Location)		$125.00
Licenses	Business	Cannabis Manufacturer (Registration Fee plus first Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Manufacturer (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Medical Cannabis Combination (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Medical Cannabis Combination Initial Registration (Registration Fee Plus First Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Mezzo (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Mezzo Initial Registration (Registration Fee Plus First Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Micro (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Micro Initial Registration (Registration Fee Plus First Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Retailer (Registration Fee plus first Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Retailer (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Testing Facility (Registration Fee Plus First Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Testing Facility (Renewal Fee)		$1,000.00
Licenses	Business	Cannabis Transporter (Registration Fee Plus First Renewal Fee)		$750.00
Licenses	Business	Cannabis Transporter (Renewal Fee)		$500.00
Licenses	Business	Cannabis Wholesaler (Registration Fee Plus First Renewal Fee)		$1,500.00
Licenses	Business	Cannabis Wholesaler (Renewal Fee)		$1,000.00
Licenses	Business	Commercial Film Production (High-Impact):	A production that includes more than five crew, more than 10 talents, and more than two personal vehicles	$200.00
Licenses	Business	Commercial Film Production (Low-Impact):	A production that includes less than five crew and less than 10 talents, no trucks or commercial vehicles, and only two personal vehicles allowed	$100.00
Licenses	Business	Fireworks Sales, Retail (Accessory Seller)		$100.00
Licenses	Business	Fireworks Sales, Retail (Principal Seller)		$350.00
Licenses	Business	Gambling, Investigation Fee (Premises Permits and Bingo Halls)		$250.00
Licenses	Business	Gambling, Permit and State Licensing Exemptions		$100.00
Licenses	Business	Liquor, 3.2% Malt Liquor, Investigation Fee		$250.00 (Except Temporary Licenses)
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale		$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Brew Pub		$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, Off Sale, Small Brewer		$200.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale		$600.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Club		$100.00 Per Calendar Year
Licenses	Business	Liquor, 3.2% Malt Liquor, On Sale, Temporary		$50.00/Day For Each Location
Licenses	Business	Liquor, Consumption & Display		$300.00 Per Calendar Year
Licenses	Business	Liquor, Consumption & Display, Temporary		$25.00 Per Day
Licenses	Business	Liquor, Intoxicating, Investigation Fee	All Application Types	$500.00
Licenses	Business	Liquor, Intoxicating, Investigation Fee	Additional Investigation	$200.00

Category	Subcategory	Item	Tier	2026Fees
Licenses	Business	Liquor, Intoxicating, Investigation Fee	Foreign Corporations	Actual Cost
Licenses	Business	Liquor, Intoxicating, Off Sale		$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Brew Pub Malt Liquor		$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Micro distillery		$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Small Brewer Malt Liquor		$200.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, Off Sale, Wine, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale		$6,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Community Festival, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Brew Pub		$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Brewer Taproom		$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	<=200 Members	$300.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	201 - 500 Members	$500.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	501 - 1,000 Members	$650.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	1,001 - 2,000 Members	$800.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	2,001 - 4,000 Members	$1,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	4,001 - 6,000 Members	$2,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Club	>6,000 Members	$3,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Culinary Class		$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery Cocktail Room		$750.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Micro distillery, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Sports Facility or Cultural Facility, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, On Sale, Wine		$2,000.00 Per Calendar Year
Licenses	Business	Liquor, Intoxicating, On Sale, Wine Festival, Temporary		$50.00 Per Day for Each Location
Licenses	Business	Liquor, Intoxicating, Sunday		$200.00 Per Calendar Year
Licenses	Business	Massage Business		$100.00 Per Calendar Year; $100.00 Initial Investigation Fee
Licenses	Business	Massage Therapist		$50.00 Per Calendar Year; $50.00 Initial Investigation Fee
Licenses	Business	Mobile Food Unit Operator License		$50/Day or $250/Year
Licenses	Business	Pawnbroker		$1,030.00 Per Calendar Year; $530.00 Investigation Fee
Licenses	Business	Peddler/Transient Merchant		$105.00 Per Calendar Year/License Period
Licenses	Business	Reapplication Fee following Revocation by the Council		Double the Current License Fee
Licenses	Business	Secondhand Goods Dealer, Single or Multiple		$1,030.00 Per Calendar Year; $530.00 Investigation Fee
Licenses	Business	Solicitor		$75.00 per Applicant per Calendar Year
Licenses	Business	Solid Waste and Recycling Collector, Commercial		$365.00 per Calendar Year
Licenses	Business	Solid Waste and Recycling Collector, Residential		$570.00 Per Calendar Year
Licenses	Business	Special Event Permit		$100.00
Licenses	Business	Tobacco Sales, Retail		$250.00 per Calendar Year
Licenses	Rental	Rental Dwelling, Late Fee		$50.00
Licenses	Rental	Rental Dwelling, Multiple Family		$175 Per Building Plus $20 Per Unit - Annually
Licenses	Rental	Rental Dwelling, Reinspection Fee		$60.00
Licenses	Rental	Rental Dwelling, Single/Duplex/Twin		$250 Per Unit - Biennially
Parks	Donation	Memorial Bench		$2,500.00
Parks	Donation	Picnic Table		$1,250.00
Parks	Donation	Tree		$500.00/ or Price of the Tree + Plaque
Parks/Recreation	Event/Tournament	Class 2		$0.00
Parks/Recreation	Event/Tournament	Class 3		$325.00
Parks/Recreation	Event/Tournament	Class 4		$540.00
Parks/Recreation	Event/Tournament	Class 5		$695.00
Parks/Recreation	Event/Tournament	Concession Fee		$55.00
Parks/Recreation	Event/Tournament	Event Staff		As Quoted by Parks Division
Parks/Recreation	Event/Tournament	Field Markings Chalk/Paint		As Quoted by Parks Division
Parks/Recreation	Facility Use	Outdoor Ballfields (2 Hour Minimum)		$26.00/Hour (Resident); $36.00/Hour (Non-Resident)
Parks/Recreation	Facility Use	Outdoor Court (2 Hour Minimum)		$11.00/Hour (Resident); $16.00/Hour (Non-Resident)
Parks/Recreation	Facility Use	Outdoor Rink Rental		$60.00/Hour (Resident); $75.00/Hour (Non-Resident)
Parks/Recreation	Facility Use	Park Building		$191.00/Day (Resident): $258.00/Day (Non-Resident)
Parks/Recreation	Facility Use	Park Building: Glacial Valley Park		$464.00/Day (Resident): $567.00/day (Non-Resident)
Parks/Recreation	Facility Use	Pavilion, Shelter		$77.00/Day (Resident); $103.00/Day (Non-Resident)
Parks/Recreation	Facility Use	Tent/Bounce House Location Marking		$50.00/Marked Location
Permits	Building	Accessory Structures over 200sqft		Project Valuation Fee
Permits	Building	Building Permit based on Project Valuation		$500 - $2,000: $33.00 Base Fee for the first $500 Project Valuation; $5.00 per additional $100 Project Valuation $2,001 - $25,000: $94.00 Base Fee for first $2,000 Project Valuation; $18.00 per additional $1,000 Project Valuation $25,001 - $50,000: $518.00 Base Fee for first $25,000 Project Valuation; $13.00 per additional $1,000 Project Valuation $50,001 - $100,000: $849.00 Base Fee for first $50,000 Project Valuation; $9.00 per additional $1,000 Project Valuation $100,001 - $500,000: $1,317.00 Base Fee for first $100,000 Project Valuation; $8.00 per additional $1,000 Project Valuation $500,001 - $1,000,000: $4,267.00 Base Fee for first $500,000 Project Valuation; $7.00 per additional $1,000 Project Valuation $1,000,00 or Greater: $7,828.00 Base Fee for first $1,000,001 Project Valuation; $6.00 per additional $1,000 Project Valuation

Category	Subcategory	Item	Tier	2026Fees
Permits	Building	Building Permit Fee Table (All New Residential & Commercial Construction, Finishing, Alterations, Remodeling, Additions, Commercial Driveway/Parking Areas, and Swimming Pools Greater than 18 Inches Deep)		$116 Minimum (Residential) and $158 Minimum (Commercial)
Permits	Building	Construction and Utility Permits		1/2 of the Original Permit Fee 180 Days From Issuance Date or 180 Days From Last Inspection Date
Permits	Building	Building Plan Review Fee		$25.00 Minimum, 68% Maximum of Building Permit Fee
Permits	Building	City Contractor Licensing (Excluding Mechanical and Sign Contractor who hold a State License or Bond)		$60 Annual
Permits	Building	Commercial Certificate of Occupancy		$61.00
Permits	Building	Construction and Utility Permits		3% of Construction Cost ($150.00 Minimum)
Permits	Building	Contractor License per permit		$5.00 License Look-up for Contractors with Licenses at the State
Permits	Building	Decks (New)		$182.00
Permits	Building	Decks (Remodel - Railing/Stairs Non Structural)		$121.00
Permits	Building	Driveways, Residential		$90.00
Permits	Building	Investigative Fee		Charge Up To But Not Exceeding Permit Fee
Permits	Building	Kitchen/Bath Remodel		$116.00
Permits	Building	Manufactured Home		$116.00
Permits	Building	Pool, Inground, Demolition		$121.00
Permits	Building	Pool/Spa		$61.00
Permits	Building	Pool/Spa		$121.00
Permits	Building	Residential Temporary Certificate of Occupancy		$50.00
Permits	Building	Roofing (Commercial)		Project Valuation Fee
Permits	Building	Roofing (Residential)		$121.00
Permits	Building	Siding (Residential)		$121.00
Permits	Building	Signs - Temporary		No Fee - Permit Application Required to be Filed with the City
Permits	Building	Signs (Pylon/Monument with Footings)		$121.00
Permits	Building	Signs (Wall Mount/Existing Pylon)		$90.00
Permits	Building	Windows/Doors (Existing Openings)		$121.00
Permits	Building	Windows/Doors (Modified Openings)		$182.00
Permits	Building	Wrecking, Moving, Demolition		$121.00
Permits	Building	Commercial Remodel - 2 Inspections		$140.00
Permits	Building	Commercial Remodel with Ceiling - 3 Inspections		$210.00
Permits	Electrical	Circuit or Feeder 0 to 200 Amp		$12.00/Circuit or Feeder
Permits	Electrical	Circuit or Feeder Over 200 Amp		$30.00/Circuit or Feeder
Permits	Electrical	Commercial/Industrial/Apartment and all solar		2.5% of Project Value x0.025
Permits	Electrical	Plan Review		35% of Permit Fee
Permits	Electrical	State Surcharge - Valuation		Permit Fee x .0005
Permits	Electrical	Electrical Inspection (per trip)		$70.00
Permits	Electrical	Electrical Permit Fee		$70.00
Permits	Electrical	Existing One or Two Family Dwelling: 0 to 14 Feeders or Circuits are Installed or Extended per Unit		$12.00/Feeder or Circuit
Permits	Electrical	Existing One- or Two-Family Dwelling: 15 or More Feeders or Circuits are Installed or Extended per Unit		$100.00/Dwelling Unit
Permits	Electrical	Grounding Electrode, Concrete-Encased (per trip)		$70.00
Permits	Electrical	Manufactured Home Park Lot Supply		$50/Pedestal
Permits	Electrical	New One- or Two-Family Dwelling: 0 to 25 Circuits and Feeders per Unit		$200.00/Dwelling Unit
Permits	Electrical	New One- or Two-Family Dwelling: Additional Circuits over 25 per Unit		$8.00/Feeder or Circuit
Permits	Electrical	Panel Changes		$100.00/Enclosure
Permits	Electrical	Pools		$140.00
Permits	Electrical	Power Source: 0 to 400 Amp (0 to 250 Volts)		$70.00/Source
Permits	Electrical	Power Source: 0 to 400 Amp (Over 250 Volts)		$100.00/Source
Permits	Electrical	Power Source: 401 to 800 Amp (0 to 250 Volts)		$140.00/Source
Permits	Electrical	Power Source: 401 to 800 Amp (Over 250 Volts)		$200.00/Source
Permits	Electrical	Power Source: Over 800 Amp (0 to 250 Volts)		$200.00/Source
Permits	Electrical	Power Source: Over 800 Amp (Over 250 Volts)		$300.00/Source
Permits	Electrical	Reconnected Existing Circuit or Feeder (Panel Replacement)		$100.00/Enclosure
Permits	Electrical	Retrofitting of Existing Lighting Fixtures		$1.00/Fixture
Permits	Electrical	RV Pedestals (All Circuits Originating in Pedestal Including Factory Circuits)		$8.00/Circuit
Permits	Electrical	Separate Bonding Inspection		70
Permits	Electrical	Solar PV Installations for Electrical		(1) 0 watts to and including 5,000 watts, $90 or (2) 5,001 watts to and including 10,000 watts, $150 or (3) 10,001 watts to and including 20,000 watts, $225 or (4) 20,001 watts to and including 30,000 watts, $300 or (5) 30,001 watts to and including 40,000 watts, $375 or (6) 40,001 watts to and including 1,000,000 watts, $375 and $25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, $3,975 and $15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, $12,975, and $10 for each additional 10,000 watts over 5,000,001 watts

Category	Subcategory	Item	Tier	2026Fees
Permits	Electrical	State Surcharge		$1.00
Permits	Electrical	Street, Parking, and Outdoor Lighting Standards		$5.00/Standard
Permits	Electrical	Technology Circuits and Circuits Less than 50 Volts		$1.00/Device or Apparatus
Permits	Electrical	Traffic Signals		$5.00 Each
Permits	Electrical	Transformers for Electronic Power Supplies, Signs, and Outline Lighting		$5.50 Each
Permits	Electrical	Transformers for Light, Heat, and Power: 0 to 10 KVA		$20.00 Each
Permits	Electrical	Transformers for Light, Heat, and Power: More than 10 KVA		$40.00 Each
Permits	Fire Alarm Note: Add State Surcharge	Fire Alarm		2% of Construction Value, $158 Minimum
Permits	Fire Suppression Note: Add State Surcharge	Fire Suppression		2% of Construction Value, $158 Minimum
Permits	Grading/Excavation	Grading As-built Survey Certification		$39.00
Permits	Grading/Excavation	Permit - (0 - 50 Cubic Yards)		$26.00
Permits	Grading/Excavation	Permit - (1,001 - 10,000 Cubic Yards)		$211.00 Base Fee + $16.00 Per 1,000 Cubic Yards
Permits	Grading/Excavation	Permit - (10,001 - 100,000 Cubic Yards)		$355.00 Base Fee + $71.00 Per 10,000 Cubic Yards
Permits	Grading/Excavation	Permit - (100,001 - or more Cubic Yards)		$994.00 Base Fee + $39.00 Per 10,000 Cubic Yards
Permits	Grading/Excavation	Permit - (101 - 1,000 Cubic Yards)		$40.00 Base Fee + $19.00 Per 100 Cubic Yards
Permits	Grading/Excavation	Permit - (51 - 100 Cubic Yards)		$40.00
Permits	Grading/Excavation	Plan Review (0-50 Cubic Yards)		No Fee
Permits	Grading/Excavation	Plan Review (1,001 - 10,000 Cubic Yards)		$53.00
Permits	Grading/Excavation	Plan Review (10,001 - 100,000 Cubic Yards)		$53.00 Base Fee + $26.00 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (100,001 - 200,000 Cubic Yards)		$287.00 Base Fee + $14.00 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (101-1,000 Cubic Yards)		$40.00
Permits	Grading/Excavation	Plan Review (200,001 or more Cubic Yards)		$427.00 Base Fee + $7.75 per 10,000 Cubic Yards
Permits	Grading/Excavation	Plan Review (51 - 100 Cubic Yards)		$26.00
Permits	Grading/Excavation	Site Grading Inspection Fee		$66.00
Permits	Grading/Excavation	Site Grading/ As Built Reinspection Fee		$25.00
Permits	Inspections	Boulevard Tree/Sod Inspection		$165.00
Permits	Inspections	Boulevard Tree/Sod Reinspection		$60.00
Permits	Inspections	Curb Box Inspection		$170.00
Permits	Inspections	Curb Box Reinspection		$70.00
Permits	Inspections	Erosion Control Inspection (Residential Lot Not Covered by Development Agreement)		$825.00
Permits	Inspections	Inspections For Which No Fee Is Specifically Indicated		$61
Permits	Inspections	Inspections Outside Normal Business Hours		$110.00 Minimum
Permits	Inspections	Reinspection Fee (plumbing, mechanical & building)		$61.00 Maximum Per Site/Project Visit
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Mechanical		2% of Contract Price, $158 Minimum
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Domestic		2% of Contract Price, $158 Minimum
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Irrigation		2% of Contract price, $158 Minimum
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Sewer Line		$168.00
Permits	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Water Line		$168.00
Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	Mechanical/Plumbing Permit Fees (Residential): Addition/Alteration/Remodel		$61.00 Base Fee (Includes 1 Fixture) Plus $12.00 Each Additional Fixture ($231 Maximum Permit Fee)
Permits	Mechanical/Plumbing (Residential) Note: Add State Surcharge	New Home		$231.00
Permits	Miscellaneous Permit Fees	Building Inspection Card Replacement		$42.00
Permits	Plant Registration	Plant Registration		.01 Cents/Square Foot
Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharge based on Fixed Fees		$1.00
Permits	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharges based on Project Valuation	$1,000,000 or Less	(1) $1,000,000 or less; $0.00 Base Fee + .0005 x valuation or (2) $1,000,001 - $2,000,000; $525 Base Fee + .0004 x valuation - $1,000,000 or (3) $2,000,001 - $3,000,000; $950 Base Fee + .0003 x valuation - $2,000,000 or (4) $3,000,001 - $4,000,000; $1,250 Base Fee + .0002 x valuation - $3,000,000 or (5) $4,000,001 - $5,000,000; $1,450 Base Fee + .0001 x valuation - $4,000,000 or (6) Greater than $5,000,001; $1,550 Base Fee + .00005 x valuation - $5,000,000
Permits	Zoning	Accessory Structures under 200sqft		$61.00/One Inspection
Permits	Zoning	Patios and Parking Areas, Residential		$61.00/One Inspection
Public Safety	Data Requests	Data Requests, Other		Determined by Actual Production Cost
Public Safety	Data Requests	Photographs		$20.00 (JPG Format on CD)
Public Safety	Data Requests	Police/Fire Reports		$0.25 Per Page Over 25 Pages
Public Safety	Data Requests	Recordings, Audio		$20.00 (CD/DVD)
Public Safety	Data Requests	Recordings, Squad Video (L3)		$20.00 (DVD)
Public Safety	Data Requests	Recordings, Video		$20.00 (DVD)
Public Safety	Data Requests	Transcription of Audio Recording		Determined by Actual Time at Current Transcription Rate
Public Safety	Fire Services	Burning Permit, Commercial		$100.00
Public Safety	Fire Services	Day Care Facility Inspection		$50.00
Public Safety	Fire Services	Fire Equipment Use		All Fire Equipment Use Based on Current FEMA Rates
Public Safety	Fire Services	Fire Permit		$50.00

Category	Subcategory	Item	Tier	2026Fees
Public Safety	Fire Services	Fireworks Outdoor Display	Per event	$ 250.00
Public Safety	Fire Services	Hazardous Materials and Other Charges for Service		$150.00 Per Hour Per Person Plus Materials. Minimum Charge of 4 Hours.
Public Safety	Fire Services	Tank Installation Permit		1% of Value ($100.00 Minimum)
Public Safety	Fire Services	Title III Facility Inspection		$50.00
Public Safety	Police Services	Blood Alcohol Test		$100.00
Public Safety	Police Services	Clearance Letters (i.e. Adoption, Passport, Etc.)		$20.00
Public Safety	Police Services	Daycare Checks		$20.00 Per Adult
Public Safety	Police Services	Excessive Use of Police Services (1 to 2 Nuisance service call(s) within 12 months)		No Charge
Public Safety	Police Services	Excessive Use of Police Services (3rd nuisance service call within 12 months)		$200.00
Public Safety	Police Services	Excessive Use of Police Services (4th nuisance service call within 12 months)		$400.00
Public Safety	Police Services	Excessive Use of Police Services (5th nuisance service call within 12 months)		$800.00
Public Safety	Police Services	Excessive Use of Police Services (6th nuisance service call within 12 months)		$1,600.00
Public Safety	Police Services	Excessive Use of Police Services (7th nuisance service call within 12 months and all subsequent nuisance calls)		$2,000.00
Public Safety	Police Services	Fingerprinting (Non-resident)		$35.00
Public Safety	Police Services	Fingerprinting (Resident)		$25.00
Public Safety	Police Services	Law Enforcement, Police Officer		$140.00 Per Hour
Public Safety	Police Services	Lockouts, Car Door Unlocking		$50.00 Per Event
Public Safety	Police Services	Special Response Team (Outside Of Washington County)		Per Current Mutual Aid Agreement
Public Safety	Towing and Impound	Administrative Fee		Per Prosecuting Attorney
Public Safety	Towing and Impound	Impound, Storage Fee		Per Prosecuting Attorney
Public Safety	Towing and Impound	Towing Fee		Per Current Towing Contract
Public Safety	Towing and Impound	Towing/Storage Charge		Per Current Towing Contract
Public Safety	Towing and Impound	Vehicle Impoundment		Per Current Towing Contract
Public Works	Equipment	Air Compressor		$44.00
Public Works	Equipment	Asphalt Roller		$38.00
Public Works	Equipment	Backhoe		$88.00
Public Works	Equipment	Blower		$23.00
Public Works	Equipment	Brush Saw		$23
Public Works	Equipment	Chainsaw		$23.00
Public Works	Equipment	Chipper		$66.00
Public Works	Equipment	Grader		$121.00
Public Works	Equipment	Hotsy		$33.00
Public Works	Equipment	Hydro Mulcher (Additional Charges for Product Used)		$82.00
Public Works	Equipment	Loader, 3-Yard		$101.00
Public Works	Equipment	Loader, Skid steer		$71.00
Public Works	Equipment	Mower		$44.00
Public Works	Equipment	Paint Striper		$49.00
Public Works	Equipment	Patch Truck		$121.00
Public Works	Equipment	Paver, Pull Type		$44.00
Public Works	Equipment	Paver, Track Type		$210.00
Public Works	Equipment	Power Broom		$23.00
Public Works	Equipment	Sewer Vac (Requires 2 Operators)		$199.00
Public Works	Equipment	Sign Truck		$54.00
Public Works	Equipment	Snowblower		$23.00
Public Works	Equipment	Spray Patcher		$93.00
Public Works	Equipment	Sweeper		$111.00
Public Works	Equipment	Tar Kettle		$23.00
Public Works	Equipment	Tractor with Clam		$59.00
Public Works	Equipment	Tractor, Holder, with Mower		$65.00
Public Works	Equipment	Tractor, Large, with Mower		$65.00
Public Works	Equipment	Tractor, Small, with Mower		$49.00
Public Works	Equipment	Traffic Counter		$12.00
Public Works	Equipment	Trailer		$13.00
Public Works	Equipment	Trailer, Arrow Board		$28.00
Public Works	Equipment	Trailer, Jetter		$77.00
Public Works	Equipment	Trailer, Tandem Axel		$28.00
Public Works	Equipment	Trencher		$54.00
Public Works	Equipment	Truck, Bucket		$111.00
Public Works	Equipment	Truck, Dump, 1-Ton		$54.00
Public Works	Equipment	Truck, Dump, Single Axle		$59.00
Public Works	Equipment	Truck, Dump, Single Axle with Plow/Attachment		$93.00
Public Works	Equipment	Truck, Dump, Tandem Axle		$93.00
Public Works	Equipment	Truck, Dump, Tandem Axle with Plow/Attachment		$98.00
Public Works	Equipment	Truck, Pickup		$47.00
Public Works	Equipment	Truck, Pickup with Plow/Attachment		$59.00
Public Works	Equipment	Truck, Tanker		$82.00
Public Works	Equipment	Wacker		$19.00
Public Works	Equipment and Labor	Operator, Equipment, Overtime Rate		$101
Public Works	Equipment and Labor	Operator, Equipment, Standard Rate		$71.00
Public Works	Right-of-Way	Curb Cuts - Residential		$50.00
Public Works	Right-of-Way	Load Limit Permit		$74.00
Public Works	Right-of-Way	Right-of-Way Delay Penalty Fee		$80.00 (up to 3 Days) + $16.00/Day (After 3 Days)
Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Hole		$225.00
Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench or Bore, <1,000 LF		$75.00/100 Lineal Feet + Hole Fee ($225.00)
Public Works	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench or Bore, >1,000 LF		$85.00/100 Lineal Feet + Hole Fee ($225.00)
Public Works	Right-of-Way	Right-of-Way Non-excavation Fee, Aerial or Overhead Lines		$53.00 Plus $5.25 per 100 Linear Feet
Public Works	Right-of-Way	Right-of-Way Obstruction Permit Fee		$225.00 + $0.21/Lineal Foot of Obstruction
Public Works	Right-of-Way	Right-of-Way Permit Extension Fee		$75.00
Public Works	Right-of-Way	Right-of-Way Registration Fee		$105.00 Annually
Public Works	Right-of-Way	Right-of-Way Sidewalk, Apron, Commercial		$225.00
Public Works	Right-of-Way	Small Wireless Facility Installation (6 to 15 Facilities)		$104.00 Per Facility
Public Works	Right-of-Way	Small Wireless Facility Installation (up to 5 facilities)		$520.00

Category	Subcategory	Item	Tier	2026Fees
Public Works	Right-of-Way	Small Wireless Facility Installation, Plan Review Escrow		$10,000.00 (Unused Escrow Amount Returned)
Public Works	Right-of-Way	Small Wireless Facility, Collocation Rental		$182.00 Per Facility Per Year ($156.00 Rental/$26.00 Maintenance)
Public Works	Right-of-Way	Work Without a Permit		Double Permit Fee
Public Works	Signs	10' Galvanized Round Post		$38.00
Public Works	Signs	10' Galvanized Square Post		$48.00
Public Works	Signs	12' Galvanized Round Post		$44.00
Public Works	Signs	3" X 60" Post Delineators		$33.00
Public Works	Signs	6'3# Green Channel Post		$22.00
Public Works	Signs	7'2# Galvanized Channel Post		$22.00
Public Works	Signs	7'3# Galvanized Channel Post		$32.00
Public Works	Signs	8'2# Green Channel Post		$32.00
Public Works	Signs	9 Button Marker		$32.00
Public Works	Signs	Band-It Hardware Average		$23.00
Public Works	Signs	Crosswalk Arrow		$44.00
Public Works	Signs	Crosswalk Sign		$98.00
Public Works	Signs	Heavy Duty Cap Bracket 12"		$23.00
Public Works	Signs	Heavy Duty T Bracket 12"		$23.00
Public Works	Signs	Island Keep Right Sign		$49.00
Public Works	Signs	Light Pole Bracket		$28.00
Public Works	Signs	Marker Band		$17.00
Public Works	Signs	No Parking Sign		$28.00
Public Works	Signs	Nuts and Bolts Per Sign		$11.00
Public Works	Signs	Speed Limit Sign 24" X 30"		$44.00
Public Works	Signs	Square Surface Mount Bracket Break Away		$170.00
Public Works	Signs	Stop Sign - 30" Visual Impact Perception		$88.00
Public Works	Signs	Stop Sign - 36" Visual Impact Perception		$116.00
Public Works	Signs	Street Name Sign - 24" Visual Impact Perception		$104.00
Public Works	Signs	Street Name Sign - 28" Visual Impact Perception		$104.00
Public Works	Signs	Street Name Sign - 30" Visual Impact Perception		$112.00
Public Works	Signs	Street Name Sign - 34" Visual Impact Perception		$122.00
Public Works	Signs	Street Name Sign - 36" Visual Impact Perception		$123.00
Public Works	Signs	Street Name Sign - 42" Visual Impact Perception		$132.00
Public Works	Signs	Street Name Sign 48" Visual Impact Perception		$138.00
Public Works	Signs	Warning Sign - 30" Visual Impact Perception		$88.00
Public Works	Signs	Warning Sign - 36" Visual Impact Perception		$121.00
Public Works	Spring Clean up	Grill		$15.00
Public Works	Spring Clean up	Push mower		$15.00
Public Works	Spring Cleanup	Air Conditioner		$10.00
Public Works	Spring Cleanup	Appliances, Ammonia Refrigerant		$100.00 and Up
Public Works	Spring Cleanup	Bulbs, Fluorescent		No Charge
Public Works	Spring Cleanup	By Load (Car Trunk)		$30.00 - $75.00
Public Works	Spring Cleanup	By Load (Pickup Truck)		$70.00 - $175.00
Public Works	Spring Cleanup	By Load (SUV/Station Wagon)		$40.00 - $90.00
Public Works	Spring Cleanup	By Load Box Truck		$95.00 +
Public Works	Spring Cleanup	Car Battery		No Charge
Public Works	Spring Cleanup	Chair		$10.00
Public Works	Spring Cleanup	Computers		No Charge
Public Works	Spring Cleanup	Dishwasher		$10.00
Public Works	Spring Cleanup	Electronics		No Charge
Public Works	Spring Cleanup	Exercise Equipment		$15.00
Public Works	Spring Cleanup	Freezer		$15.00
Public Works	Spring Cleanup	Lumber, Railroad Tie, 6X6 or 6X8		$10.00
Public Works	Spring Cleanup	Lumber, Treated, 2X4		$5.00
Public Works	Spring Cleanup	Lumber, Treated, 4X4		$8.00
Public Works	Spring Cleanup	Mattress or Box Spring		$20.00
Public Works	Spring Cleanup	Mattress, Crib		$10.00
Public Works	Spring Cleanup	Microwave		No Charge
Public Works	Spring Cleanup	Paint, Household, Latex or Oil Based		No Charge
Public Works	Spring Cleanup	Refrigerator (No Gas Ammonia)		$10.00
Public Works	Spring Cleanup	Snow Blower		$25.00
Public Works	Spring Cleanup	Sofa		$15.00
Public Works	Spring Cleanup	Stove		$10.00
Public Works	Spring Cleanup	Television		No Charge
Public Works	Spring Cleanup	Tire, Car/Light Truck		$5.00 Each
Public Works	Spring Cleanup	Tire, Semi Truck		$15.00 Each
Public Works	Spring Cleanup	Tire, Tractor		$35.00 Each
Public Works	Spring Cleanup	Washer or Dryer		$10.00 Each
Public Works	Spring Cleanup	Water Heater		$10.00 Each
Public Works	Spring Cleanup	Water Softener		$10.00 Each
Public Works	Street Lights	Fixture, Cobra Head, LED		$1,549.00
Public Works	Street Lights	Fixture, Concrete, LED		$3,053.00
Public Works	Street Lights	Fixture, Granville, LED		$1,968.00
Public Works	Street Lights	Fixture, Residential, LED		$2,089.00
Public Works	Street Lights	LED Luminaire		$2,530.00
Public Works	Street Lights	Mast Arm		$1,442.00
Public Works	Street Lights	Mast Arm, Pole		$935.00
Public Works	Street Lights	Mast Arm, Pole, Dual		$935.00
Public Works	Street Lights	Pole, Commercial Round- 30'		$4,630.00
Public Works	Street Lights	Pole, Commercial, Round Tapered - 20'		$2,580.00
Public Works	Street Lights	Pole, Commercial, Round Tapered - 30'		$4,000.00
Public Works	Street Lights	Pole, Concrete		$4,362.00
Public Works	Street Lights	Pole, Decorative Site Link 30'		$6,482.00
Public Works	Street Lights	Pole, Decorative, 14'		$3,489.00
Public Works	Street Lights	Pole, Decorative, 18'		$5,132.00
Public Works	Street Lights	Pole, Residential		$1,913.00
Utilities	Permits/Rentals	2½" Hydrant Water Meter, Deposit		$1,500.00
Utilities	Permits/Rentals	2½" Hydrant Water Meter, Permit Fee		$79.00
Utilities	Permits/Rentals	2½" Hydrant Water Meter, Rental Fee		$5.00 Per Day
Utilities	Permits/Rentals	2½" Meter, Consumption Charge		$5.50 per 1,000 Gallons Consumption
Utilities	Permits/Rentals	3/4" Adapter, Consumption Charge		$5.50 per 1,000 Gallons Consumption
Utilities	Permits/Rentals	3/4" Adapter, Deposit		$300.00
Utilities	Permits/Rentals	3/4" Adapter, Permit Fee		$79.00

Category	Subcategory	Item	Tier	2026Fees
Utilities	Permits/Rentals	3/4" Adapter, Rental Fee		$5.00 Per Day
Utilities	Permits/Rentals	Fire Hydrant Hookup Permit		$53.00
Utilities	Services	Accuracy Test of Water Meter (Requested by Water User) Outsource Meter Accuracy Certification		$158.00
Utilities	Services	Delinquent Account Certification		$75.00 Plus 10% Interest Per Annum
Utilities	Services	New Account Fee		$25.00
Utilities	Services	Utility Account Turn-off Fee		$83.50
Utilities	Services	Water and Sewer Restoration Fee		$5.00 Plus 6% Interest Per Annum
Utilities	Services	Water Reconnection or Turn-on Fee (Outside Water Department Regular Working Hours)		$115.00 Per Occurrence; $200.00 on Holidays
Utilities	Sewer Usage Rates	Commercial	Base Charge	$5.41 Per Month
Utilities	Sewer Usage Rates	Commercial	All Non-Irrigation Usage	$4.78 Per 1,000 Gallons
Utilities	Sewer Usage Rates	Residential	Base Charge	$5.41 Per Month
Utilities	Sewer Usage Rates	Residential	All Usage	$4.78 Per 1,000 Gallons
Utilities	Sewer Usage Rates	Commercial, Usage (Municipal Customer)		6% Over Commercial Rate
Utilities	Sewer Usage Rates	Residential, Usage (Municipal Customer)		6% Over Residential Rate
Utilities	Stormwater Utility Fees	Apartments		$1.56 Per Residential unit Per Month
Utilities	Stormwater Utility Fees	1.5+ Acre Residential		$4.93 per Residential Unit Per Month
Utilities	Stormwater Utility Fees	Agricultural Land with Structure		$74.56 Per Parcel With Structure Per Year
Utilities	Stormwater Utility Fees	Cemeteries		$11.76 Per Acre Per Year
Utilities	Stormwater Utility Fees	Churches		$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Commercial / Industrial		$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Golf Courses		$11.76 Per Acre Per Year
Utilities	Stormwater Utility Fees	Mining		$11.76 Per Acre Per Year
Utilities	Stormwater Utility Fees	Schools		$25.85 Per Impervious Surface Acre Per Month
Utilities	Stormwater Utility Fees	Single Family Home		$6.66 Per Residential Unit Per Month
Utilities	Stormwater Utility Fees	Townhomes		$3.22 Per Residential Unit Per Month
Utilities	Street Light Rates	City-Owned, Commercial		$6.83 Per Month Per Residential Lot Equivalent (2.5 Lots/Acre for Commercial and Churches; 1.25 Lots/Acre For Schools)
Utilities	Street Light Rates	City-Owned, Residential		$6.83 Per Month Per Lot
Utilities	Street Light Rates	Rural		$6.72 Per Year
Utilities	Street Light Rates	Xcel Owned		$8.22 Per Month
Utilities	Water Meters	2-Inch Compound		Actual Cost Plus Sales Tax
Utilities	Water Meters	3/4-Inch Model 435		$240.00 Plus Sales Tax
Utilities	Water Meters	5/8-Inch Model 420		$206.00 Plus Sales Tax
Utilities	Water Meters	Angle Valve - Compression Connection (each)		$130.00
Utilities	Water Meters	Angle Valve - Flare Connection (each)		$91.00
Utilities	Water Meters	Flange Kit (1 1/2 inch)		$137.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (2 Inch)		$147.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (3 inch)		$357.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (4 inch)		$620.00 Plus Sales Tax
Utilities	Water Meters	Flange Kit (6 inch)		$945.00 Plus Sales Tax
Utilities	Water Meters	Mag Meter 3-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Mag Meter 4-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Mag Meter 6-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Meter Nipple		$19.00 Plus Sales Tax
Utilities	Water Meters	Shut-off Valve		$119.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 3-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 4-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic 6-Inch		Actual Cost Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 1½-Inch		$1090.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 1-Inch		$445.00 Plus Sales Tax
Utilities	Water Meters	Ultra Sonic Meter 2-Inch		$1,325.00 Plus Sales Tax
Utilities	Water Meters	Water Meter Radio Transmitter		$173.00 Plus Sales Tax
Utilities	Water Miscellaneous	Driveway Cover		$162.00
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.5 Inches Meter Size)	$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.625 Inches Meter Size)	$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (0.75 Inches Meter Size)	$3.72 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.0 Inches Meter Size)	$14.80 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (1.5 Inches Meter Size)	$29.59 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (2.0 Inches Meter Size)	$44.45 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (3.0 Inches Meter Size)	$51.70 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (4.0 Inches Meter Size)	$73.87 Per Month
Utilities	Water Usage Rates	Commercial, Base Charge	Non-residential (6.0 Inches Meter Size)	$184.69 Per Month
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	<6,000 Gallons per Month	$1.95 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	6,001 to 9,000 Gallons per Month	$2.92 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	9,001 to 12,000 Gallons per Month	$4.39 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Irrigation)	>12,000 Gallons per Month	$6.56 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Municipal Customer)		6% Over Commercial Rate
Utilities	Water Usage Rates	Residential, Usage (Municipal Customer)		6% Over Residential Rate
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	<6,000 Gallons per Month	$1.29 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	6,001 to 9,000 Gallons per Month	$1.95 Per 1,000 Gallons
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	9,001 to 12,000 Gallons per Month	$2.90 Per 1,000 Gallons

Category	Subcategory	Item	Tier	2026Fees
Utilities	Water Usage Rates	Commercial, Usage (Non-Irrigation)	>12,000 Gallons per Month	$4.37 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Base Charge	Single Family	$3.72 Per Month
Utilities	Water Usage Rates	Residential, Base Charge	Multi-family (per REU)	$2.78 Per Month
Utilities	Water Usage Rates	Residential, Usage	<6,000 Gallons per Month	$1.29 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	6,001 to 9,000 Gallons per Month	$1.95 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	9,001 to 12,000 Gallons per Month	$2.90 Per 1,000 Gallons
Utilities	Water Usage Rates	Residential, Usage	>12,000 Gallons per Month	$4.37 Per 1,000 Gallons
Utilities	Water Usage Rates	Water, Usage	8 Dial Meters	Actual Gallons used

City Council Action Request

7.E.

Meeting Date	2/18/2026
Department	Administration
Agenda Category	Action Item
Title	Assistant City Engineer Appointment — Alanna Sobottka
Staff Recommendation	Appoint Alanna Sobottka to the position of Assistant City Engineer, at Grade 22, Step 1 of the 2026 Non-represented Pay Plan, with a start date to be effective as soon as possible.
Budget Implication	Backfilling a budgeted position.
Attachments	1. Memo Asst City Engineer Hiring Memo

Memo

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

FROM: Joe Fischbach, Human Resources Manager

DATE: February 11, 2026

SUBJECT: Assistant City Engineer Appointment Memo

Background

On November 25th, staff posted the Assistant City Engineer position with the resignation of Crystal Raleigh. Historically, Engineer positions have been difficult to fill with the competitive nature of the field. Staff went to great lengths to advertise the opening including trade publications, LinkedIn and networking. Staff interviewed qualified candidates shortly after their applications were submitted. Paul Sponholz, Ryan Burfeind and Jaime Mann interviewed Alanna Sobottka on January 23rd. After that interview, Alanna was selected to continue in the hiring process. On February 6th, Alanna met with the entire Engineering staff. Staff were impressed with Alanna's work experience.

Alanna has been a Civil Engineer with the City of Lakeville since February 2023. Prior to that, she worked as an Engineering Intern with the City of Inver Grove Heights and the City of River Falls.

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

Action Requested

Approve appointing Alanna Sobottka as Assistant City Engineer, at Grade 22, Step 1 of the 2026 Non-represented Pay Plan. The start date will be effective as soon as possible.

City Council Action Request

7.F.

Meeting Date	2/18/2026
Department	Administration
Agenda Category	Action Item
Title	Rental License Approvals
Staff Recommendation	Approve the issuance of rental licenses to the properties listed in the attached table.
Budget Implication	N/A

Attachments

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

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: February 11, 2026

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 listed in the attached table.

2026 RENTAL LICENSES

CITY COUNCIL APPROVAL - FEBRUARY 18, 2026

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001903	6102	Idette Avenue South	Garcia, David
RENT-001910	8520	Isle Avenue South	Dennis Kuhlow
RENT-001912	6702	Meadow Grass Lane South	JCA Metro LLC
RENT-001914	6844	Meadow Grass Lane South	Sun, Xiaoguang
RENT-001921	6776	Meadow Grass Lane South	Homes for Now
RENT-001951	6784	Meadow Grass Lane South	Sun, Xiaoguang
RENT-001984	6810	Meadow Grass Lane South	Li, Baorong
RENT-001994	6444	Inspire Circle South	Upward America Southeast Property Owner LP
RENT-002019	9501	Islay Avenue South	Hunter, James & Teri
RENT-002020	7354	Timber Crest Drive South	Bakewell, Mary
RENT-002021	7350	Timber Crest Drive South	Bakewell, Mary
RENT-002024	9809	Hamlet Lane South	Ryan and Angela Duley
RENT-002055	6754	Pine Crest Trail South	JCA Metro LLC
RENT-002057	8830	92nd Street South	JCA 92nd LLC
RENT-002058	8908	92nd Street South	JCA 92nd LLC
RENT-002059	8715	Ivywood Avenue South	JCA Homes LLC
RENT-002060	7559	Immanuel Avenue South	JCA Homes LLC
RENT-002061	6792	Pine Crest Trail South	Tucasa Colutions LLC, Rigo Aguirre
RENT-002062	6862	Meadow Grass Lane South	JCA Meadow Grass LLC
RENT-002063	6730	Meadow Grass Lane South	JCA Homes LLC
RENT-002131	7346	Timber Crest Drive South	David West
RENT-002144	6841	Pine Crest Trail South	Homes for Now
RENT-002145	6754	Meadow Grass Lane South	Homes for Now
RENT-002150	7538	Iverson Ave S	MJEM, LLC
RENT-002173	8351	75th Street South	Invitation Homes
RENT-002283	8759	Ironwood Avenue South	MJEM, LLC
RENT-002284	7806	Hadley Avenue South	MJEM, LLC
RENT-002286	8386	Greenway Avenue South	MJEM, LLC
RENT-002301	9030	Jeffery Avenue South	Louvar, Colin
RENT-002322	6804	Pine Crest Trail South	Cottage Grove Holding LLC
RENT-002381	6807	102nd Street South	Bhanu Prakash Cheela
RENT-003096	6836	Meadow Grass Lane South	Joy-Lee Stowe

City Council Action Request

7.G.

Meeting Date	2/18/2026
Department	Public Safety
Agenda Category	Action Item
Title	SAFER Grant Application and Grant Writer Authorization
Staff Recommendation	1) Authorize the fire department to apply for a FY26 AFG SAFER Grant to support the hiring of 8 full-time firefighters. 2) Authorize the fire department to retain Firehouse Grants to write a FY26 SAFER grant.
Budget Implication	To be discussed during the budget process. Grant writer services are $18,000.00.

Attachments

1.	SAFER Grant Application and Grant Writer 02102026
2.	Agreement_FirehouseGrants_2026SAFER_COTTAGE GROVE FIRE DEPARTMENT_02.18.2026

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

From: Peter J Koerner, Director of Public Safety
Jon Pritchard, Deputy Director of Public Safety – Fire Chief

Date: February 10, 2026

Subject: **SAFER GRANT APPLICATION AND GRANT WRITER AUTHORIZATION**

Introduction and Background
The Cottage Grove Fire Department (CGFD) aims to provide the highest level of service to the community. CGFD provides fire suppression, emergency medical services (EMS) transport, specialized rescue/response and community risk reduction. As the community has grown substantially both in population and economic activity, CGFD has experienced a significant increase in demand for services. Since 2017, CGFD has experienced a 73 percent increase in calls for service and responded to 5,315 calls for service in 2025.

In 2024, CGFD created a five-year strategic plan to chart the course for the fire department to continue to provide exceptional services. With a significant increase in call volume along with a transition from a part-time combination department to a mostly full-time department, the need for a formal evaluation of how to continue to provide high-quality emergency services to the community was identified. A key component of CGFD's plan is to respond to the City Council's strategic directive to continue sustainable growth. This Council directive led to the department's strategic objective within its five-year plan of "*utilize metrics and quality data to determine future resource demands for staffing, equipment and facilities."* The key outcome for this strategic objective was to complete a Standards of Cover/Community Risk Assessment (SOC). The SOC was completed in December 2025 and presented to the City Council in January 2026 during its Strategic Planning session.

After careful consideration of findings and recommendations of the SOC and recommendations by City Staff, the City Council provided directions to add eight full-time firefighter positions over three years starting in 2027. To aid fire departments in adding full-time firefighter staffing, the Department of Homeland Security offers a grant opportunity through the Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) program. The FEMA AFG program offers a grant called the Staffing for Adequate Fire and Emergency Response (SAFER) grant. SAFER grants have been used for decades to help increase front-line firefighter staffing. SAFER grants have been essential in supporting Twin Cities Metro Fire Departments with 15 departments receiving SAFER grants since 2021.

A SAFER Grant would provide significant financial support with the additional benefit of adding all eight firefighters at once instead of over three years. The grant is structured in which federal funding would cover 75 percent of the cost of the firefighters for the first two years and 35

percent for the third year of the grant. The total cost share restricts per firefighter costs to what a “first year firefighter” wages and benefits. The SAFER grant would provide $2,298,715 in financial support over the three-year grant cycle (based on 2026 wages and benefits.) The estimated City cost share over three years would be approximately $2,451,728. The current three-year plan to add firefighters without a SAFER grant provides adequate local cost share planning for a SAFER grant.

It is anticipated that the FY26 AFG SAFER grant application will be available in February 2026 and have a four to six week application window. Grant awards are typically announced in the Fall. SAFER grants allow a six-month hiring period prior to the three-year grant period starting.

The Fire Department will seek support from its Members of House of Representatives and the Senate for its SAFER grant application. The Fire Department has had congressional support for past AFG grant applications. The department will engage with City-retained lobbyist to explore additional support for its application.

Grant Writer
SAFER grants are incredibly competitive as it is a national program sought after by small departments to large urban departments. Many local fire departments have utilized “grant writers” with expertise in SAFER grants to secure SAFER grants. Due to the large financial benefits and the ability to hire eight firefighters at one time vs. over three years, fire department staff is recommending the use of a grant writer to pursue a SAFER grant. The City Council gave City Staff directions to explore grant writers for a SAFER grant during its strategic planning session in January 2026.

Fire department staff evaluated three grant writing firms as potential grant writers for a SAFER grant application. A summary of quotes and services are listed below.

Firm 1: Cost is $18,000.00 for an initial grant application. Firm 1 would resubmit a grant application in subsequent years for a $1,000.00 contingency if the initial grant does not get awarded. The $1,000.00 contingency is payable only if the grant is awarded. Firm 1 has written successful SAFER grants for at least eight Twin Cities suburban fire departments. They have an 80 percent success rate with SAFER grants.

Firm 2: Cost is $14,250.00. The Cost includes a two-year retainer agreement where the firm could resubmit another application. The agreement does include up to two grant applications per year. There was no clear experience in the Twin Cities Metro.

Firm 3: Cost is $2,000.00 for the initial application. If successful, one percent of the grant award would be due which would be a total cost of approximately $25,000.00 ($2,000.00 + one percent of $2,298,715.00 grant award).

Fire staff recommend retaining firm 1, Firehouse Grants, for a FY26 SAFER grant writer. The cost is reasonable within the quotes and their demonstrated successful experience working with departments like Cottage Grove in the Twin Cities Metro area, including Fire-based ALS transporting departments, presents them as the best option for the Cottage Grove Fire Department’s SAFER grant application. The grant writer would also be available for future grant applications past two years for subsequent applications.

The city attorney has reviewed the agreement and made changes that were approved. The grant writer will require a signed agreement.

Recommendation

1. Authorize the fire department to apply for a FY26 AFG SAFER Grant to support the hiring of 8 Full-time Firefighters.

2. Authorize the fire department to retain Firehouse Grants to write a FY26 SAFER grant for 8 Full-time Firefighters.

FIREHOUSE GRANTS, LLC – GRANT CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of February 18, 2026, by and between **FIREHOUSE GRANTS LLC**, a Pennsylvania limited liability company with the address of 1406 Scrope Road, Jenkintown, Pennsylvania 19046 (the "Company"); and **COTTAGE GROVE FIRE DEPARTMENT** with an address of 8641 80th Street South, Cottage Grove, Minnesota 55016 (the "Department").

W I T N E S S E T H:

WHEREAS, the Company is in the business of assisting fire departments in identifying appropriate grant funding sources and drafting, submitting, and processing grant applications; and

WHEREAS, the Department is a fire department or public safety agency seeking grant funds to finance the operations of the Department; and

WHEREAS, the Department wishes to engage the Company and the Company wishes to be engaged by the Department to provide certain professional services, as defined herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1) **Engagement of Contractor**. Upon the terms and subject to the conditions as hereinafter set forth, the Department hereby engages the Company, and Company hereby agrees to be engaged by the Department to perform certain professional services, as defined herein.

2) **The Company's Services**. The Company agrees to provide the following services (the "Services"):

(a) As appropriate during the course of providing the Services, the Company shall provide guidance to the Department relating to any specific items requested or required in connection with the Application, as defined herein.

(b) Subject to the Department's cooperation, the Company shall prepare for the Department the FY 2026 Staffing for Adequate Fire and Emergency Response ("SAFER") Application administered by the Grant Programs Directorate of the Federal Emergency Management Agency (the "Application"). The Services will include completing the technical and narrative sections of the Application for the Department.

(c) The Department understands and agrees that the Services do not include any support or efforts of the Company in connection with obtaining letters of support, preparation of financial or other required documentation or registrations (including but not limited to 1199a, SAM registration, EHP), or implementation of projects. To the extent that the

Department wishes to engage the Company to assist in such additional services, the Department and the Company shall execute an addendum to this Agreement relating thereto.

(d) The Department acknowledges that the grant process is competitive and that the Company cannot control the ultimate outcome of the Application. Accordingly, the Company does not guarantee that any grant will be awarded to the Department as part of performing the Services under this Agreement. Except for a substantial failure by the Company to perform in accordance with the terms and conditions of this Agreement, the Company shall not be liable in any way to the Department for the ultimate success or failure of the Application.

(e) It is hereby understood and agreed that the Company, in performing under this Agreement, is acting in the capacity of an independent contractor of the Department, and that the Company is not an agent, servant, partner, joint venturer, shareholder or employee of the Department for any purpose. In consultation with the Department, the Company shall be free to exercise the Company's discretion and judgment as to the manner in which the Company performs the duties and responsibilities to be performed by the Company hereunder. The Company hereby acknowledges that Company has been advised by Department that, as an independent contractor of Department under this Agreement, the Company is responsible for the payment of all of the Company's own taxes (federal, state or otherwise), including, but not limited to, income and self-employment taxes ("FICA"), and any and all corresponding state, county and local taxes, if any.

(f) Neither the Company nor the Department can modify the scope or extent of the Services provided herein, except by prior written agreement signed by both parties.

3) **Cooperation by the Department**.

(a) As may be reasonably requested by the Company to the extent required to appropriately draft the Application, the Department and its personnel shall cooperate with and assist the Company in drafting the Department's Application.

(b) On a timely basis the production of which shall not be reasonably withheld, the Department shall provide the Company with all materials, documents and data, including, but not limited to, operating budgets, call volume, call type, membership, staffing, apparatus and equipment, which are necessary, as determined by the Company in consultation with the Department, for the Company to complete the Application.

(c) All final decisions relating to substance of the Application shall be in the sole and exclusive control of the Department. The Department, knowing that the Company will rely hereon, warrants and represents to the Company that all information provided to the Company by the Department and its personnel and/or contained in the Application shall be true and correct.

(d) The Department understands that the Application must contain true and accurate data, and that applications containing misrepresentations or inaccuracies may be deemed ineligible by the Grant Programs Directorate of the Federal Emergency Management Agency. Prior to submission of the final Application, an authorized representative of the

Department shall review and approve the Application to ensure the accuracy of all information contained therein. The Department assumes full responsibility for any inaccuracies contained in the Application. Prior to submission of the Application, the Department shall execute a "Submission Authorization Form" attached hereto as Exhibit A.

4) **The Company's Fees.**

(a) Single Department Application: As consideration for the performance by the Company of the Services described herein, the Department shall pay the Company a fee (the "Fee") payable as follows:

i. **Deposit**: $1,000.00 payable upon execution of this Agreement (the "Deposit"); and

ii. **Completed Application Fee**: $17,000.00 payable upon submission of the completed Application.

Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Company shall require prior written approval by the authorized representative of the Department or the City of Cottage Grove City Council. The Department will not pay additional compensation for Services that do not have prior written authorization.

(b) Fees for Modified Applications.

i. For either Single Department Applications or Regional Applications, if the Application is not awarded from the 2026 SAFER program, and if the Department desires to have the Company assist with resubmitting an application for the next available round, Company shall modify the Application as necessary and resubmit such Application for a contingent fee of $1,000.00 that will be payable by the Department only if the Application is successfully awarded to the Department.

ii. If the Application is not awarded from the previous SAFER program and the Department desires to have the Company assist with submitting an application for a different project for the next available round, Company shall modify the Application as necessary and submit such application for a fee of $9,000.00 that will be payable by the Department upon submission of the Application.

iii. The services provided by Company in conjunction with a modified application outlined under this Section 4(b) shall exclude any support or efforts of the Company in connection with obtaining letters of support, preparation of financial or other required documentation or registrations (including, but not limited to, 1199a or SAM registration), or implementation of projects. To the extent that the Department wishes to engage the Company to assist in such additional services, the Department and the Company shall execute an addendum to this Agreement relating thereto.

5) **Expenses**. The Company shall be entitled to reimbursement for any expenses incurred by the Company in performing the Company's duties and responsibilities hereunder,

including, without limitation, travel, mileage, gasoline and the like, unless otherwise agreed to in writing by Company. Notwithstanding the above, in the event that the Company incurs any single expense in excess of $500.00, the Company shall obtain the Department's prior written approval (a confirming e-mail from Department personnel shall qualify as prior written authorization under this Section 5).

6) **Term and Termination**.

(a) The term ("Term") of this Agreement shall commence upon the date listed in the initial paragraph of this Agreement and shall continue until submission of the Final Application. For purposes of this Agreement, the "Final Application" means the submission of the Single Department Application identified under Section 4(a) herein. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate and upon the same terms and conditions as stated herein for the completion of any Modified Application identified under Section 4(b) herein.

(b) Subject to the Department's approval of the Final Application, its obligation to cooperate with the creation of the Application, and to provide materials to the Company, the Application shall be submitted via the automated grant application system ("FEMA GO") by the final submission date specified by the Grant Programs Directorate of the Federal Emergency Management Agency as stated on the official AFG/SAFER website (https://www.fema.gov/grants/preparedness/firefighters). The Company shall not be responsible for any delay or failure to meet any deadlines caused, in whole or in part, by the Department's failure to cooperate with the Company's creation of the Application as stated in Section 3 above.

(c) Either party may terminate this Agreement with ten (10) days written notice to the other party. Upon any such termination by the Department and absent a breach of this Agreement by the Company, the deposit identified under Section 4(a)(i) shall be non-refundable. In the event that the Department terminates this Agreement under this Section 6(c) and absent a breach of this Agreement by the Company, the Department shall pay the Company a termination fee in addition to the deposit identified herein, equal to the percent of the Services completed as of the date of termination, as reasonably calculated by the Company (the "Termination Fee").

7) **Confidential Information**. The Company and the Department, acknowledge and agree that either party (each a "Recipient"), may, in the course of performing their obligations under this Agreement, may obtain confidential or proprietary information of the other (each a "Discloser). "Confidential Information" shall mean all lists, books, records, agreements, business or operating plans or procedures, policy manuals, and any other confidential or proprietary materials or data of any kind furnished to the Recipient by the Discloser in connection with the Services. Except in the course of the Services, neither party shall use or disclose to any third party any Confidential Information of the other. However, all data collected by the Department pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other application federal, state, or local law related to data privacy.

8) **Copyright Interests**.

(a) The Department acknowledges and agrees that in the course of providing the Services, the Company may create certain copyrightable materials and/or work, including without limitation, the narratives required in connection with the Application (the "Work"). The Department acknowledges and agrees, except with regard to any Confidential Information the Department determines is contained in the Work, all such Work shall remain the property of the Company and shall NOT be deemed "works made for hire" under U.S. copyright laws. To the extent that such inventions are deemed "works made for hire," the Department hereby assigns to the Company all copyright interests in the Work and agrees, upon request of the Company, to assign any such rights, title, or interest in or to the Work to the Company.

(b) Subject to and conditioned upon the Department's payment of all amounts due under this Agreement and performance of all of Department's other obligations, the Company hereby grants to the Department, a limited, personal, non-transferrable, irrevocable, and perpetual license to use the Work, solely for the purpose of preparing additional grant applications and for its own benefit and not for the benefit of any other person, fire department, or entity (the "License") . Except for its own use consistent with the License, the Department shall not distribute or reproduce the Work and shall not otherwise make the Work available to any third party without the express written approval of the Company.

9) **Authority**. The Company shall not have any authority to bind Department, unless specifically authorized in writing by Department, and shall not represent or indicate to any third parties that the Company has such authority.

10) **Indemnification and Limitation of Liability**.

(a) The Department and Company agree to defend, indemnify, protect and hold harmless each other, its respective members, officers, directors, agents, employees, successors and assigns from and against all reasonable damages, losses, fines, penalties, obligations, liabilities, dues, fees, impositions, costs and expenses (including, without limitation, reasonable attorneys' fees, other costs and expenses incident to any suit, action, investigation, claim or proceeding) to the extent such claims, losses, damages or expenses are suffered, sustained, incurred or required to be paid thereby due to its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Department and Company, they shall be borne by each party in proportion to its own negligence.

(b) Notwithstanding anything else in this agreement, the liability of the company in connection with the application, with the performance of the services, and/or any breach of this agreement or any amendment shall not exceed the amount of the fee actually paid to the company under this agreement. Company shall indemnify the Department against legal liability for damages arising out of claims by Company's employees. Department shall indemnify the Company against legal liability for damages arising out of claims by Department's employees.

11) **Notices**. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing, and shall be sufficiently given if delivered personally or mailed by first class mail, postage prepaid, to the current business address of the parties as stated in the introductory paragraph of this Agreement, or such other address as may be designated by either party by written notice to the other party. Any such notice or other communication shall be deemed to be given as of the date it is personally delivered or two (2) days following the date it is placed into the mail in the manner specified.

12) **Miscellaneous.**

(a) Use of Department Name. The Department hereby authorizes the Company to identify the Department as a client of the Company and to use the name of the Department, a description of the award, including the amount, in the Company's promotional materials.

(b) Waiver. Neither the failure or any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Minnesota notwithstanding any conflict of law doctrine to the contrary. Any action which in any way involves the rights, duties and/or obligations of the parties hereto shall be brought in the state or federal courts within the State of Minnesota and the parties hereby irrevocably consent to the jurisdiction of such courts.

(d) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(e) Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings (including any correspondence prior to the date of this Agreement), expressed or implied, oral or written. This Agreement may not be modified or amended other than by an agreement in writing signed by Department and the Company.

(f) Section Headings. The Section headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

(g) Severability. If any term, provision or section of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any

reason, such determination shall not affect the remaining terms, provisions or sections of this Agreement, which shall continue to be given full force and effect.

(h) Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

(i) Subcontract. Company shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the Department. Company shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Company's receipt of payment by the City for undisputed services provided by the subcontractor.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written, intending to be legally bound.

The Company:

FIREHOUSE GRANTS LLC

By:

David Schwartz, Managing Member

Date: February 10, 2026

The Department:

COTTAGE GROVE FIRE DEPARTMENT

By: _____
Myron Bailey
Mayor of Cottage Grove

By: _____
Tamara Anderson
City Clerk of Cottage Grove

Date: _____

Exhibit A

Firehouse Grants LLC
2026 AFG Application
Review Sign-off & Submission Authorization

I hereby warrant that Cottage Grove Fire Department has reviewed the 2026 AFG Application prepared on its behalf by Firehouse Grants LLC prior to submission. Per the 2026 AFG Guidance, Cottage Grove Fire Department assumes full responsibility for the information provided in this application and to the best of my knowledge, the information provided therein is true and correct. Cottage Grove Fire Department agrees to hold Firehouse Grants LLC harmless from any actions arising from false or inaccurate data in this application. I authorize Firehouse Grants LLC to submit this 2026 AFG Application.

City Council Action Request

7.H.

Meeting Date	2/18/2026
Department	Public Works
Agenda Category	Action Item
Title	2026 Federal Lobbying Services Agreement
Staff Recommendation	Authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2026.
Budget Implication	$40,000 for 2026 - EDA

Attachments

1.	2026 Federal Lobbyist Agreement Memo_2026-2-10
2.	Agreement for Professional Services_2026 Lobbying Services_signed

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

From: Ryan Burfeind, PE, Public Works Director

Date: February 10, 2026

Re: 2026 Federal Lobbying Services Agreement

Background

In 2022, the City of Cottage Grove solicited proposals for federal lobbying services, to assist in obtaining federal transportation funding through earmarks and the $1.1 trillion infrastructure bill. Two proposals were obtained from Aurora Strategic Advisors (ASA) and Primacy Strategy Group. As a primary focus for these services is obtaining funding for the County 19A & 100th Street Realignment Project (100th Street Project), and ASA's work with Washington County, there was a good opportunity for synergy in hiring them. Cottage Grove has continued to work with ASA, and since that time the City has received Congressionally Directed Spending in the amounts of $3 million for Shoppes at Cottage Grove and $5 million for the 80th Street Rehabilitation. An additional $1.667 million has been received for the 100th Street Project.

Discussion

The city will continue to work ASA on federal lobbying in 2026. The City Attorney has drafted a professional services agreement to cover the scope of work for the 2026 federal legislative session. City staff have had additional discussions on the scope and cost of our federal lobbying needs, and the proposed 2026 cost is $40,000, down from $47,200 in 2025.

Recommendation

It is recommended the City Council authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2026.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Aurora Strategic Advisors, Inc., 2809 East Lake of the Isles Parkway, Minneapolis, Minnesota, 55408 ("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 providing government relations, strategic counsel, and lobbying services at the United States federal government level ("Services").

        i. To advance federal opportunities for the City during the United States Federal Government's 2026 legislative session, Consultant shall perform the Services, which shall include, but are not limited to, the following:

            1. Help review/identify projects as congressional "community projects."
            2. Support City efforts to secure federal grant funding via Congressional support.
            3. Advise on effective messaging to support federal requests.
            4. Review materials for submission to ensure they conform and are compelling.
            5. Engage with federal officials to support priorities.
            6. Advise the City on stakeholder engagement to support priorities.
            7. Support meetings with key external stakeholders, if necessary.

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

2. PAYMENT.

    a. City agrees to pay $40,000.00 to Consultant for the Services as set forth in this Agreement.

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.

c. Consultant 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.

3. TERM. The term of this Agreement shall commence on the date listed in the initial paragraph of this Agreement and terminate on December 31, 2026, unless terminated prior to that date pursuant to Section 4 herein. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate and upon the same terms and conditions as stated herein.

4. TERMINATION.

a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 12 of this Agreement. 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. 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 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 Mike Erlandson 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. 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. Consultant retains the right to use the work performed on behalf of the City for promotional purposes and to list City as a client of Consultant.

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

    If to City: City of Cottage Grove

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant: Aurora Strategic Advisors, Inc.
2809 East Lake of the Isles Parkway
Minneapolis, Minnesota, 55408
Attention: Mike Erlandson

Or emailed: mikeerlandson@gmail.com

13. 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 $1,000,000 for any number of claims arising out of a single occurrence.

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

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. CONFIDENTIALITY. In order to perform the Services of this Agreement, City may disclose, and Consultant may be in possession of, certain information or data that is confidential. Confidential information means any data or information that is designated as not public by Minnesota statute or federal law applicable to the data. Consultant agrees to use any confidential information it receives solely in connection with the Services provided in this Agreement and not for any purpose other than as authorized by this Agreement or without prior written consent of the authorized representative of the City or City Council. All use of confidential information by the Consultant shall be for the benefit of the City and any modifications and improvements thereof by the Consultant shall be the sole property of the City. No other right or license, whether express or implied, in any confidential information is granted to the Consultant by the City under this Agreement.

16. GENERAL PROVISIONS.

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

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

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

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

e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

AURORA STRATEGIC ADVISORS, INC. ("CONSULTANT")

By: _____
Mike Erlandson, Owner

Date: 2/9/2026

City Council Action Request

7.I.

Meeting Date	2/18/2026
Department	Parks and Recreation
Agenda Category	Action Item
Title	Recreation Facility Use Policy Amendment
Staff Recommendation	Amend the Recreation Facility Use Policy to recognize Blazing Stars Special Olympics as a Priority 3 athletic association.
Budget Implication	N/A

Attachments

1.	Memo - Blazing Stars
2.	Facility Use Policy-2026 (Markup)
3.	Facility Use Policy-2026 (Clean)

To:	Honorable Mayor and City Council Jennifer Levitt
From:	Zac Dockter, Parks and Recreation Director
CC:	Molly Pietruszewski, Recreation Services Manager Noah Ranem, Recreation Specialist
Date:	February 10, 2026
Subject:	Recreation Facility Use Policy Amendment

Introduction
The City of Cottage Grove currently recognizes two athletic associations within the Recreation Facility Use Policy: Cottage Grove Athletic Association (CGAA) and East Ridge Athletic Association (ERAA). These associations are considered priority 3 classification when allocating fields and facilities each season. This classification allows CGAA and ERAA the ability to schedule use of recreational facilities before priority 4 and 5 groups. Staff recommends Blazing Stars Special Olympics be recognized as a local athletic association and thus classify them as a Priority 3 organization.

Background
Priority 3 athletic associations are invited to the City of Cottage Grove's annual fields and facilities scheduling meeting each January to prioritize field allocations. At this time, CGAA and ERAA are the only attendees.

Blazing Stars Special Olympics is a non-profit organization affiliated with Special Olympics Minnesota. They have been a good community recreation partner and tenant of Cottage Grove fields/facilities for nearly 20 years as a Priority 4 classification. More recently, Blazing Stars Special Olympics have expanded their programs at Lamar and Arbor Meadows Parks to include kickball, bocce ball, football, and cornhole for athletes with disabilities. By reclassifying Blazing Stars to Priority 3 status, staff would coordinate field allocation concurrent with CGAA and ERAA and thus not have to wait for available space after spring sports registrations are complete. Staff does not expect the facility use requests of Blazing Stars to interfere with programming needs of CGAA or ERAA.

The Parks, Recreation and Natural Resources Commission reviewed and recommended approval of this amendment at their February 9, 2026 meeting.

Staff Recommendation
Amend the Recreation Facility Use Policy to recognize Blazing Stars Special Olympics as a Priority 3 athletic association.

City of Cottage Grove Recreational Facility Use Policy

PURPOSE

The purpose of the policy is to establish guidelines for priority use of outdoor athletic facilities in the City of Cottage Grove.

The priority system is a listing from highest to lowest in terms of reserving specific times and facilities by organizations or groups. Each priority details the following:

- Requirements of the organization/group
- Fees

The City of Cottage Grove reserves the right to determine if an outdoor athletic facility shall be considered "a scheduled facility" or not. It may be in the public's best interest to periodically not schedule specific outdoor athletic fields. Examples for needing to rest a field might include unsafe conditions, maintenance activity or to make a field available for non-scheduled public general use.

None of the policies herewith in apply to the Ice Arena or River Oaks Golf Course.

PRIORITIES

Priority I: City of Cottage Grove Programs

Activities directly organized as part of the City of Cottage Grove or directly sponsored by the City as a cooperative program.

Use - Use will be based on the needs of the program. Needs will be established annually and typically communicated prior to the Annual Field Scheduling Meeting.

Fees – Class 1 (see reservation forms for detailed fees)

Priority II: Public and Private Schools

Schools must be located within Cottage Grove and there must be an agreement in place that provides the City with reciprocal use of the school's outdoor athletic facilities. If no agreement is in place, priority for that school shall be placed in Priority III.

Use - Use will be limited to weekday activities and concluding prior to or at 3:30 p.m. The types of uses allowed will be for organized school programs and physical education classes, provided there is no disruption to the City's normal maintenance of the facilities. Permits after 3:30pm Monday – Friday or on weekends will be considered Priority III use.

Fees – Class 2 or 3 based on event type (see reservation forms for detailed fees).

Priority III: Recognized Community Youth (18 and younger) Recreational and Traveling Programs
The ~~two~~three currently recognized Priority III organizations in Cottage Grove are the Cottage Grove Athletic Association (CGAA)~~, and~~ East Ridge Athletic Association (ERAA) and Special Olympics Blazing Stars.

Priority III recognized association requirements are detailed in Exhibit A of this policy for CGAA and ERAA. Because of the Special Olympics Blazing Stars regional draw and specialized programming need for the community, bullet points 1 and 2 in Exhibit A do not apply to this organization.

Recreational programs: Defined as those programs consisting of youth where travel outside of home facilities and versus teams outside of the recreational league is less than 20%.

Competitive/Traveling programs: Defined as those programs consisting of youth where travel outside of home facilities and versus teams outside of the recreational league is more than 20%.

Priority III status applies to in-season sports to assure efficient utilization of athletic fields and further assure that in-season sports are given priority access to facilities over off-season sports. Off-season permits will be Priority IV or V.

Seasons are defined as:

Spring/Summer Season (April – July)

1. Baseball
2. Softball
3. Soccer
4. Lacrosse

Fall (August – October)

1. Football
2. Fall Soccer (with all local association players and volunteer coaches)
3. Fall Softball (with all local association players and volunteer coaches)
4. Fall Baseball (with all local association players and volunteer coaches)

**Spring/Summer schedules are to be submitted prior to March 1 and Fall schedules prior to July 1. After that deadline, the City will open facilities for rent to Priority IV and V groups.*

Use **–** Fields will be allocated based upon the number of Cottage Grove residents in each sport requesting outdoor athletic facilities and shall not interfere with Priority I and II use. An Annual Field Scheduling Meeting will be held to allocate fields for Priority III programs.

If there are unresolved scheduling conflicts, facilities will be allocated based upon the percentage of Cottage Grove residents within a sport.

For example, if ERAA Baseball has 15% of the combined CGAA/ERAA Cottage Grove residents rostered within the sport, it would have Priority III access to 15% of total baseball fields in Cottage Grove.

Where splitting of facilities between CGAA and ERAA occurs, the goal should be to prioritize servicing those teams that have the most Cottage Grove residents.

For example, if an ERAA U10 Baseball team has the largest percentage of Cottage Grove residents in its baseball program, that team should receive a higher priority for utilizing Cottage Grove fields as opposed to a team with very few or no Cottage Grove residents.

Fees **–** Class 2, 3, or 4 based on event type (see reservation forms for detailed fees).

NOTE: Class 2 fees only apply to games that involve one or more CGAA/ERAA team. If a team permits for multiple games where two non-CGAA or non-ERAA teams are playing one another (typically as a result of double-header league scheduling systems), Class 3 hourly field rental fees will be charged for those specific games assuming CGAA or ERAA is providing complete oversight of the entire days use.

Priority IV: Cottage Grove Resident Groups
Cottage Grove based organizations, businesses, teams, residents not meeting requirements of Priority III.

Use **-** Use shall be limited to availability of athletic facilities and shall not interfere with Priorities I-III and will be processed after Priority I-III permits are in place.

Fees **–** Class 4 (see reservation forms for detailed fees).

Priority V: Non-Resident Groups
Organizations, businesses, teams, and individuals not residing in Cottage Grove

Use **-** Use shall be limited to availability of athletic facilities and shall not interfere with Priorities I-IV and will be processed after Priority I-IV permits are in place.

Fees **–** Class 5 (see reservation forms for detailed fees).

GENERAL OPERATING PROCEDURES:

- The Parks and Recreation Department determines priority and class fee levels based on criteria.
- Reservations and changes throughout the season will be made with one field coordinator per sport.
- Any organization which fails to follow the guidelines or provides false information is subject to revocation of its priority status at the discretion of the Parks and Recreation Department.
- No organization or group will be allowed to sublease athletic facilities to any other users other than teams that are considered a part of their organization and are fully governed by that organization's bylaws and covered by the same insurance policy.
- Field maintenance:
    - Monday through Friday, fields are prepped each day between 7am and 3pm. The City does not guarantee the general public will not use the facilities between the time of maintenance and scheduled events.
    - Saturday through Sunday, fields will be prepped on Friday. If users want to assure fields are prepared prior to their game, they will have to request and pay for the two-hour maintenance fee detailed in the reservation form.

WEATHER PROCEDURES:

In the event of inclement weather or saturated ground*, fields will be closed to ensure the safety of participants and prevent turf damage. Inclement weather includes:

- Thunderstorms (thunder, lightning and/or hail)
- Heavy rainstorms and/or saturated ground*
- Heavy frost or snow cover
- Extreme Temperatures
- Any weather condition that may be dangerous to participants or may damage facilities

**Saturated ground refers to standing water on a field or conditions when the ground is so wet that use of the field will damage the turf.*

The decision to close outdoor athletic facilities will be made by City of Cottage Grove Parks and Recreation Department staff. If closed, the Parks & Recreation Department will send an e-mail to the Field Scheduling Coordinators and update the weather hotline. It is each sport's Field Scheduling Coordinators responsibility to contact all their teams involved with cancellation information.

Weekdays, when possible, the decision to close outdoor athletic facilities will be made by 3:00 p.m. On weekends and/or if inclement weather conditions develop later in the day, the umpire/referee or the park maintenance staff on duty will make the decision to close fields.

City of Cottage Grove and ISD833 personnel reserve the right to close outdoor athletic facilities under special circumstances. If fees have been assessed; credits will be issued if fields are closed by the City of Cottage Grove. Fees will not be refunded if sport coaches cancel a reservation without the fields being closed due to weather or field conditions.

Organizations/Groups will be held financially responsible for any turf damage caused by the use of fields/facilities during inclement weather, by the use of fields with saturated ground or by the use of fields in a negligent or inappropriate manner at any time. (i.e. hitting balls into fences (soft toss), overuse of a turf area, batting practice when not using mound or home plate).

EXHIBIT A
Priority III Recognized Association Requirements

1. Must be a Cottage Grove and/or ISD833 boundary based, non-profit, 501c3 organization as defined by the Internal Revenue Service (IRS). Proof of 501c3 status (letter from IRS) will be required by the City of Cottage Grove along with annual certification of status by an office of the organization.

2. Participation shall be ninety percent (90%) Cottage Grove residents and/or attending school within ISD833. A listing of organizational members may be requested by sport to the City of Cottage Grove with names and addresses to prove residency requirements prior to the scheduling meeting.

3. A copy of the current board of directors and contacts shall be submitted to the City of Cottage Grove.

4. The organizations board of directors must consistently be able to provide following the items:
    a. A copy of the current bylaws policies and procedures, which govern the operations, shall be made available to the City of Cottage Grove or any resident of the community upon request.
    b. The association may not discriminate based on race, ethnic background, or religion, or ability, however, may make team assignments based on ability. There will be a policy in place describing the formation of teams.
    c. The organization shall have a coach's certification training program in place for head coaches of all sports and it shall address sportsmanship values, safety, background checks, and liability
    d. All board meetings are open to the public. The election of the governing body shall be a process open to all members as defined by the bylaws of the organization.
    e. The organization shall have a policy in place for dealing with members that have special economic, physical and/or social needs.
    f. The organization shall be able to present the organization's program offerings, participation, youth development, skill/team development and positive representation of the community.

5. The organization shall have liability insurance in place in an amount equal to the statutory maximum liability of a government unit with the State of Minnesota as set forth in state law naming the City of Cottage Grove as an additional insured. A copy of this insurance must be submitted to the City of Cottage Grove Parks & Recreation Department at the time of field reservation. The current statutory limits are $1,000,000 for each occurrence.

6. The organization agrees to indemnify and defend it from any claims brought or actions filed against the City for injury or death to any third person or persons, or damage to property of third person, arising out of the negligent acts of the agents, employees, and representatives of either party as they relates to the shared use of the fields and facilities that are reserved under this policy. The intent of the indemnification requirement of this Article is to impose upon the party against whom a claim is being brought, subject to the City's limits of liability under Minnesota Statutes Chapter 466.

Priority III status of organizations shall be considered static unless written evidence is brought before the Parks, Recreation and Natural Resources Commission which warrants a review of priority designations. The Commission shall provide a detailed review of all applicants and submit a recommendation to the City Council for final approval of priority status.

City of Cottage Grove Recreational Facility Use Policy

PURPOSE

The purpose of the policy is to establish guidelines for priority use of outdoor athletic facilities in the City of Cottage Grove.

The priority system is a listing from highest to lowest in terms of reserving specific times and facilities by organizations or groups. Each priority details the following:

- Requirements of the organization/group
- Fees

The City of Cottage Grove reserves the right to determine if an outdoor athletic facility shall be considered "a scheduled facility" or not. It may be in the public's best interest to periodically not schedule specific outdoor athletic fields. Examples for needing to rest a field might include unsafe conditions, maintenance activity or to make a field available for non-scheduled public general use.

None of the policies herewith in apply to the Ice Arena or River Oaks Golf Course.

PRIORITIES

Priority I: City of Cottage Grove Programs

Activities directly organized as part of the City of Cottage Grove or directly sponsored by the City as a cooperative program.

Use - Use will be based on the needs of the program. Needs will be established annually and typically communicated prior to the Annual Field Scheduling Meeting.

Fees – Class 1 (see reservation forms for detailed fees)

Priority II: Public and Private Schools

Schools must be located within Cottage Grove and there must be an agreement in place that provides the City with reciprocal use of the school's outdoor athletic facilities. If no agreement is in place, priority for that school shall be placed in Priority III.

Use - Use will be limited to weekday activities and concluding prior to or at 3:30 p.m. The types of uses allowed will be for organized school programs and physical education classes, provided there is no disruption to the City's normal maintenance of the facilities. Permits after 3:30pm Monday – Friday or on weekends will be considered Priority III use.

Fees – Class 2 or 3 based on event type (see reservation forms for detailed fees).

Priority III: Recognized Community Youth (18 and younger) Recreational and Traveling Programs
The three currently recognized Priority III organizations in Cottage Grove are the Cottage Grove Athletic Association (CGAA),East Ridge Athletic Association (ERAA) and Special Olympics Blazing Stars.

Priority III recognized association requirements are detailed in Exhibit A of this policy for CGAA and ERAA. Because of the Special Olympics Blazing Stars regional draw and specialized programming need for the community, bullet points 1 and 2 in Exhibit A do not apply to this organization.

Recreational programs: Defined as those programs consisting of youth where travel outside of home facilities and versus teams outside of the recreational league is less than 20%.

Competitive/Traveling programs: Defined as those programs consisting of youth where travel outside of home facilities and versus teams outside of the recreational league is more than 20%.

Priority III status applies to in-season sports to assure efficient utilization of athletic fields and further assure that in-season sports are given priority access to facilities over off-season sports. Off-season permits will be Priority IV or V.

Seasons are defined as:

Spring/Summer Season (April – July)

1. Baseball
2. Softball
3. Soccer
4. Lacrosse

Fall (August – October)

1. Football
2. Fall Soccer (with all local association players and volunteer coaches)
3. Fall Softball (with all local association players and volunteer coaches)
4. Fall Baseball (with all local association players and volunteer coaches)

**Spring/Summer schedules are to be submitted prior to March 1 and Fall schedules prior to July 1. After that deadline, the City will open facilities for rent to Priority IV and V groups.*

Use **–** Fields will be allocated based upon the number of Cottage Grove residents in each sport requesting outdoor athletic facilities and shall not interfere with Priority I and II use. An Annual Field Scheduling Meeting will be held to allocate fields for Priority III programs.

If there are unresolved scheduling conflicts, facilities will be allocated based upon the percentage of Cottage Grove residents within a sport.

For example, if ERAA Baseball has 15% of the combined CGAA/ERAA Cottage Grove residents rostered within the sport, it would have Priority III access to 15% of total baseball fields in Cottage Grove.

Where splitting of facilities between CGAA and ERAA occurs, the goal should be to prioritize servicing those teams that have the most Cottage Grove residents.

For example, if an ERAA U10 Baseball team has the largest percentage of Cottage Grove residents in its baseball program, that team should receive a higher priority for utilizing Cottage Grove fields as opposed to a team with very few or no Cottage Grove residents.

Fees **–** Class 2, 3, or 4 based on event type (see reservation forms for detailed fees).

NOTE: Class 2 fees only apply to games that involve one or more CGAA/ERAA team. If a team permits for multiple games where two non-CGAA or non-ERAA teams are playing one another (typically as a result of double-header league scheduling systems), Class 3 hourly field rental fees will be charged for those specific games assuming CGAA or ERAA is providing complete oversight of the entire days use.

Priority IV: Cottage Grove Resident Groups
Cottage Grove based organizations, businesses, teams, residents not meeting requirements of Priority III.

Use **-** Use shall be limited to availability of athletic facilities and shall not interfere with Priorities I-III and will be processed after Priority I-III permits are in place.

Fees **–** Class 4 (see reservation forms for detailed fees).

Priority V: Non-Resident Groups
Organizations, businesses, teams, and individuals not residing in Cottage Grove

Use **-** Use shall be limited to availability of athletic facilities and shall not interfere with Priorities I-IV and will be processed after Priority I-IV permits are in place.

Fees **–** Class 5 (see reservation forms for detailed fees).

GENERAL OPERATING PROCEDURES:

- The Parks and Recreation Department determines priority and class fee levels based on criteria.
- Reservations and changes throughout the season will be made with one field coordinator per sport.
- Any organization which fails to follow the guidelines or provides false information is subject to revocation of its priority status at the discretion of the Parks and Recreation Department.
- No organization or group will be allowed to sublease athletic facilities to any other users other than teams that are considered a part of their organization and are fully governed by that organization's bylaws and covered by the same insurance policy.
- Field maintenance:
    - Monday through Friday, fields are prepped each day between 7am and 3pm. The City does not guarantee the general public will not use the facilities between the time of maintenance and scheduled events.
    - Saturday through Sunday, fields will be prepped on Friday. If users want to assure fields are prepared prior to their game, they will have to request and pay for the two-hour maintenance fee detailed in the reservation form.

WEATHER PROCEDURES:

In the event of inclement weather or saturated ground*, fields will be closed to ensure the safety of participants and prevent turf damage. Inclement weather includes:

- Thunderstorms (thunder, lightning and/or hail)
- Heavy rainstorms and/or saturated ground*
- Heavy frost or snow cover
- Extreme Temperatures
- Any weather condition that may be dangerous to participants or may damage facilities

**Saturated ground refers to standing water on a field or conditions when the ground is so wet that use of the field will damage the turf.*

The decision to close outdoor athletic facilities will be made by City of Cottage Grove Parks and Recreation Department staff. If closed, the Parks & Recreation Department will send an e-mail to the Field Scheduling Coordinators and update the weather hotline. It is each sport's Field Scheduling Coordinators responsibility to contact all their teams involved with cancellation information.

Weekdays, when possible, the decision to close outdoor athletic facilities will be made by 3:00 p.m. On weekends and/or if inclement weather conditions develop later in the day, the umpire/referee or the park maintenance staff on duty will make the decision to close fields.

City of Cottage Grove and ISD833 personnel reserve the right to close outdoor athletic facilities under special circumstances. If fees have been assessed; credits will be issued if fields are closed by the City of Cottage Grove. Fees will not be refunded if sport coaches cancel a reservation without the fields being closed due to weather or field conditions.

Organizations/Groups will be held financially responsible for any turf damage caused by the use of fields/facilities during inclement weather, by the use of fields with saturated ground or by the use of fields in a negligent or inappropriate manner at any time. (i.e. hitting balls into fences (soft toss), overuse of a turf area, batting practice when not using mound or home plate).

EXHIBIT A
Priority III Recognized Association Requirements

1. Must be a Cottage Grove and/or ISD833 boundary based, non-profit, 501c3 organization as defined by the Internal Revenue Service (IRS). Proof of 501c3 status (letter from IRS) will be required by the City of Cottage Grove along with annual certification of status by an office of the organization.

2. Participation shall be ninety percent (90%) Cottage Grove residents and/or attending school within ISD833. A listing of organizational members may be requested by sport to the City of Cottage Grove with names and addresses to prove residency requirements prior to the scheduling meeting.

3. A copy of the current board of directors and contacts shall be submitted to the City of Cottage Grove.

4. The organizations board of directors must consistently be able to provide following the items:
    a. A copy of the current bylaws policies and procedures, which govern the operations, shall be made available to the City of Cottage Grove or any resident of the community upon request.
    b. The association may not discriminate based on race, ethnic background, or religion, or ability, however, may make team assignments based on ability. There will be a policy in place describing the formation of teams.
    c. The organization shall have a coach's certification training program in place for head coaches of all sports and it shall address sportsmanship values, safety, background checks, and liability
    d. All board meetings are open to the public. The election of the governing body shall be a process open to all members as defined by the bylaws of the organization.
    e. The organization shall have a policy in place for dealing with members that have special economic, physical and/or social needs.
    f. The organization shall be able to present the organization's program offerings, participation, youth development, skill/team development and positive representation of the community.

5. The organization shall have liability insurance in place in an amount equal to the statutory maximum liability of a government unit with the State of Minnesota as set forth in state law naming the City of Cottage Grove as an additional insured. A copy of this insurance must be submitted to the City of Cottage Grove Parks & Recreation Department at the time of field reservation. The current statutory limits are $1,000,000 for each occurrence.

6. The organization agrees to indemnify and defend it from any claims brought or actions filed against the City for injury or death to any third person or persons, or damage to property of third person, arising out of the negligent acts of the agents, employees, and representatives of either party as they relates to the shared use of the fields and facilities that are reserved under this policy. The intent of the indemnification requirement of this Article is to impose upon the party against whom a claim is being brought, subject to the City's limits of liability under Minnesota Statutes Chapter 466.

Priority III status of organizations shall be considered static unless written evidence is brought before the Parks, Recreation and Natural Resources Commission which warrants a review of priority designations. The Commission shall provide a detailed review of all applicants and submit a recommendation to the City Council for final approval of priority status.

City Council Action Request

7.J.

Meeting Date	2/18/2026
Department	Engineering
Agenda Category	Action Item
Title	Construction Cost Share and Maintenance Agreements with Washington County for CR 74 Improvements
Staff Recommendation	1) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for the Construction Costs of County Road (CR) 74 Improvements Project. 2) Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Maintenance of County Road (CR) 74 Improvements Project.
Budget Implication	$28,501 - Roadway Maintenance Fund

Attachments

1.	CR 74 Approve Cost Share Agreement Memo
2.	CR 74 - City of Cottage Grove Cost Share Agreement
3.	CR 74 - City of Cottage Grove Maintenance Agreement

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

From: Paul Sponholz, PE, City Engineer

Date: February 10, 2026

Re: Construction Cost Share and Maintenance Agreements with Washington County for CR 74 Improvements

---

Background

The City of Cottage Grove is working cooperatively with Washington County on the County Road 74 Improvements Project. This project will reconstruct County Road 74 (65th Street) from Hastings Avenue in the City of Newport to 600 feet west of Goodview Avenue South in the City of Cottage Grove. As part of the project, construction cost share and maintenance agreements with Washington County will need to be executed.

Discussion

Cooperative Agreement for Construction Cost Share

This cooperative agreement for construction outlines the cost participation for the engineering, construction, and contract administration costs. City construction costs for the project are determined through Washington County's construction cost participation policy. The City's construction cost share is estimated at $24,538, with a total project cost estimated at $4,496,983. The City is also responsible for design engineering, construction engineering, contract administration, and right of way cost share which is estimated at $3,963. The total engineering, administration and right of way cost estimate is $959,759.

These breakdowns and the cost share policy are consistent with previous City/County cooperative projects. In total, the City's cost share is estimated at $28,501. These numbers are based on the final engineering estimate and will be updated with actual costs once bids are received.

Cooperative Agreement for Maintenance

The cooperative agreement for maintenance outlines the agency responsibilities for future maintenance of the improvements to be constructed as part of this project. Per the agreement, the City will own and maintain municipal utilities and lighting, the City will perform snow and ice clearing of trails in the project area, and maintain boulevard areas. The County will own and maintain the pavement, curb and gutter, storm sewer and trails in the County right of way. These conditions are consistent with past maintenance agreements with Washington County.

Recommendation

Staff recommends that the City Council:

1. Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Construction Cost of County Road (CR) 74 Improvements Project.

2. Approve the Cooperative Agreement between Washington County and the City of Cottage Grove for Maintenance of County Road (CR) 74 Improvements Project.

COOPERATIVE AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF COUNTY ROAD (CR) 74

WASHINGTON COUNTY	
CONTRACT NO.	17862
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – END OF PROJECT

THIS COST SHARE AGREEMENT ("Agreement"), by and between the City of Cottage Grove, a Minnesota municipal corporation, hereinafter referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the County intends to construct and maintain County Road 74 from CSAH 38 (Hastings Ave) to 600' West of Goodview Ave. S. in the City of Newport and Cottage Grove as shown on Exhibit A ("Project"); and

WHEREAS, the section from Geneva Ave. to 600' West of Goodview Ave. S. falls within the City of Cottage Grove and will be covered by this Agreement; and

WHEREAS, items included in the Project require City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and

WHEREAS, the City and County desire to use local funds and State Aid for these improvements; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of the Project's transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statutes § 162.17, sub.1 and Minnesota Statutes § 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above "whereas" clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map) and Exhibit B (Estimated Cost Splits).

B. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including, but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of the Project.
2. The following County project number has been assigned to the Project: CP-37404.

C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County, award the contract to the lowest responsible bidder.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The City hereby agrees to be bound to the cost participation provisions in the "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this Agreement by reference. The City's cost participation is set forth in Table 1 below and is broken down into four categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way.

1. Construction
   Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit B. The City shall pay to the County its share of the total cost as shown in Exhibit B and set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual contractor's unit prices.

2. Design Engineering
   Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City's share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration
   Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 8% of the construction cost. The City shall pay 8% of the City's share of the construction cost for construction engineering/contract administration as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the estimated construction engineering/contract administration cost.

4. Right of Way
   Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the City shall pay their share of the final right of way cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Cottage Grove Cost Summary			
ITEM	**TOTAL COST**	**CITY SHARE**	**CITY COST**
Construction	$4,496,983	See Exhibit B	$24,538
Design Engineering	$400,000	See Exhibit B	$2,000
Construction Engineering/Contract Administration	$359,759	8% of Construction Cost Share	$1,963
Right of Way	$200,000	0%	$0
TOTAL ESTIMATED COST	**$5,456,742**		**$28,501**

5. The costs and shares attributable to the City and payable to the County as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:
    a. Construction shall be based on the contractor's unit prices and final quantities at Project completion, including all contract changes.
    b. Design engineering shall be based on the contractor's unit prices at the time of contract award.
    c. Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.
    d. Right of way shall be based on the final costs to acquire right of way.

G. PAYMENT

1. Construction and Construction Engineering/Contract Administration
    a. After the County has awarded the construction contract, the County shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice the City ten percent (10%) of the City's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B.

    b. During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F.

    c. Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I, and previous Project cost payments made by the City to the County.

2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.

3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.

4. The City shall pay one hundred percent (100%) of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F of this Agreement.

I. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in Section F.5.c. No adjustment to construction costs will be made to the City's portion of the Project in the event of liquidated damages.

J. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. § 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein and shall be part of any agreement entered into by the parties with any contractor, subcontractor or material suppliers.

L. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Minnesota Statutes, Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other

applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute, Section 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes, Section 466.04, subdivision 1(a).

N. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act") or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

O. TERM

This Agreement shall commence on the date both parties have fully executed the Agreement and shall remain in full force and effect until terminated by mutual written agreement of the parties or pursuant to Section P herein.

P. TERMINATION

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.

Q. DELAY IN PERFORMANCE

Neither City nor County 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 County 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.

R. ASSIGNMENT

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

S. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

T. 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.

U. 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.

V. COUNTERPARTS

This Agreement may be executed in counterparts.

W. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF COTTAGE GROVE

Myron Bailey, Mayor Date

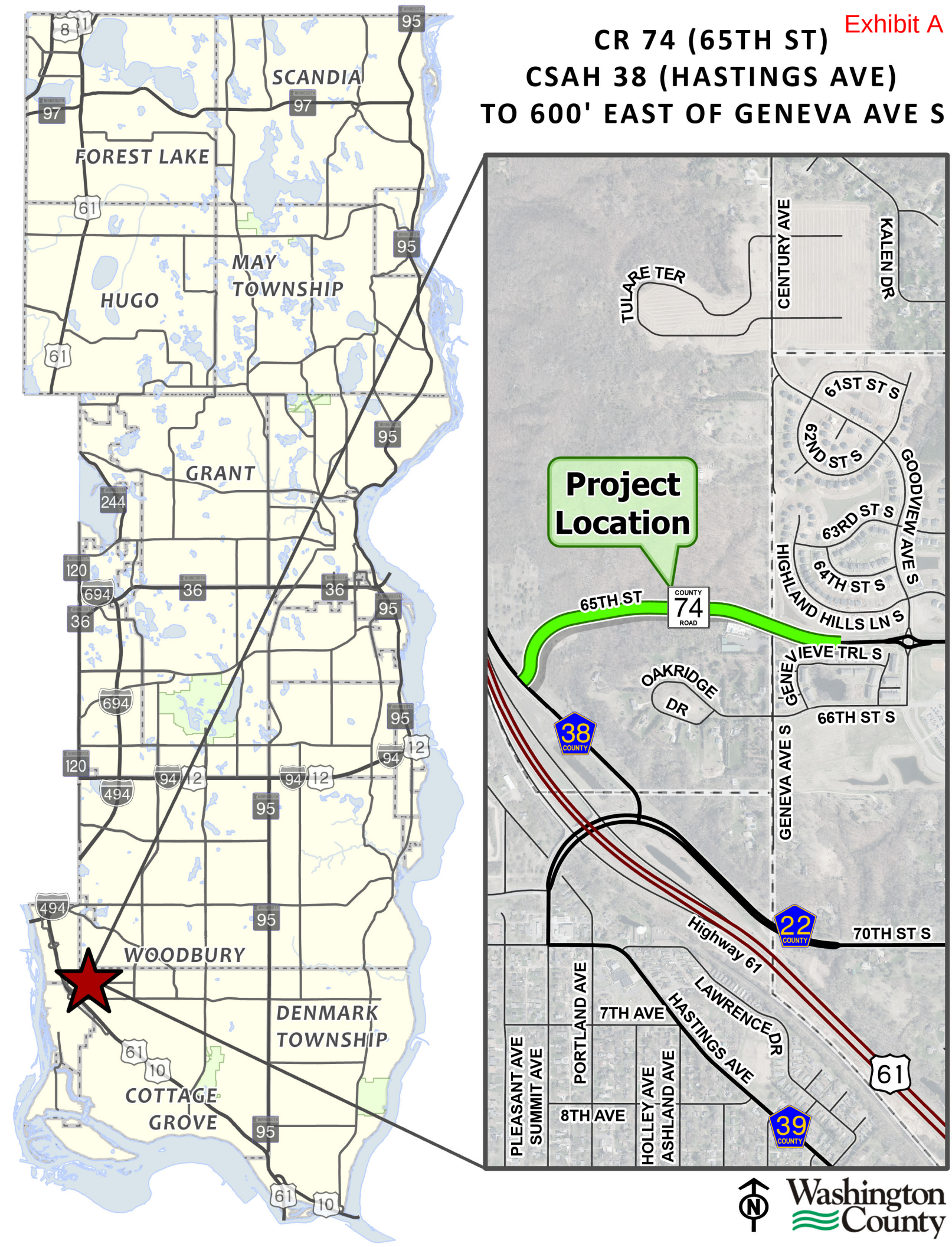
Tamara Anderson, City Clerk Date

Approved as to form:

City Attorney Date

Exhibit A

CR 74 (65TH ST)
CSAH 38 (HASTINGS AVE)
TO 600' EAST OF GENEVA AVE S



Washington County

Exhibit B

WASHINGTON COUNTY, COUNTY ROAD 74 (65TH ST) IMPROVEMENTS
CP 26-37404
100% PLAN ENGINEERS ESTIMATE
11-18-2025

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITIES	TOTAL COST	ROADWAY							
						WASHINGTON COUNTY		CITY OF NEWPORT		CITY OF COTTAGE GROVE		STORM SEWER	
						ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST
2021.501	MOBILIZATION	LUMP SUM	$225,000.00	1	$225,000.00	0.72	$162,000.00	0.025	$5,625.00	0.005	$1,125.00	0.25	$56,250.00
2101.502	GRUBBING	EACH	$300.00	5	$1,500.00	5	$1,500.00						
2101.505	GRUBBING	ACRE	$6,000.00	3.19	$19,140.00	3.19	$19,140.00						
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	$1.00	48	$48.00	48	$48.00						
2104.502	REMOVE MISCELLANEOUS STRUCTURES	EACH	$15,000.00	1	$15,000.00	1	$15,000.00						
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$800.00	8	$6,400.00	8	$6,400.00						
2104.502	REMOVE DELINEATOR / MARKER	EACH	$30.00	5	$150.00	5	$150.00						
2104.502	REMOVE SIGN	EACH	$50.00	31	$1,550.00	31	$1,550.00						
2104.502	SALVAGE SIGN	EACH	$50.00	3	$150.00	3	$150.00						
2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	$600.00	4	$2,400.00	4	$2,400.00						
2104.502	REMOVE SIGN PANEL SPECIAL	EACH	$50.00	1	$50.00	1	$50.00						
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$4.00	461	$1,844.00	461	$1,844.00						
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	$30.00	854	$25,620.00	854	$25,620.00						
2104.503	REMOVE CURB AND GUTTER	LIN FT	$10.00	348	$3,480.00	348	$3,480.00						
2104.503	REMOVE GUARDRAIL-PLATE BEAM	LIN FT	$8.00	1132	$9,056.00	1132	$9,056.00						
2104.503	REMOVE FENCE	LIN FT	$6.00	1485	$8,910.00	1485	$8,910.00						
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$5.00	10522	$52,610.00	10522	$52,610.00						
2104.507	REMOVE AGGREGATE	CU YD	$30.00	247	$7,410.00	247	$7,410.00						
2104.518	REMOVE RETAINING WALL	SQ FT	$15.00	440	$6,600.00	440	$6,600.00						
2104.518	REMOVE BITUMINOUS WALK	SQ FT	$1.00	3754	$3,754.00	3754	$3,754.00						
2104.518	REMOVE CONCRETE WALK	SQ FT	$2.00	529	$1,058.00	529	$1,058.00						
2104.602	REMOVE SIGN SPECIAL	EACH	$600.00	1	$600.00	1	$600.00						
2104.602	SALVAGE LANDSCAPE ROCK	EACH	$75.00	6	$450.00	6	$450.00						
2106.507	EXCAVATION - COMMON (P)	CU YD	$15.00	29772	$446,580.00	29021	$435,315.00	751	$11,265.00				
2106.507	EXCAVATION - ROCK (P)	CU YD	$40.00	4213	$168,520.00	2592	$103,680.00					1621	$64,840.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	$15.00	8070	$121,050.00	8070	$121,050.00						
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	$30.00	10323	$309,690.00	10323	$309,690.00						
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	$10.00	14305	$143,050.00	13446	$134,460.00	859	$8,590.00				
2108.504	GEOGRID TYPE 2	SQ YD	$5.00	10458	$52,290.00	10458	$52,290.00						
2108.504	GEOTEXTILE FABRIC TYPE 4	SQ YD	$3.00	490	$1,470.00	490	$1,470.00						
2108.604	GEOTEXTILE FABRIC TYPE 5	SQ YD	$3.50	12547	$43,914.50	12547	$43,914.50						
2111.519	TEST ROLLING (P)	ROAD STA	$100.00	25	$2,490.00	24.9	$2,490.00						
2118.609	AGGREGATE SURFACING SPECIAL	TON	$60.00	50	$3,000.00	50	$3,000.00						
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$225.00	40	$9,000.00	40	$9,000.00						
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$40.00	4577	$183,080.00	4577	$183,080.00						
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$40.00	41	$1,640.00	41	$1,640.00						
2215.504	FULL DEPTH RECLAMATION	SQ YD	$2.50	1524	$3,810.00	1524	$3,810.00						
2331.603	JOINT ADHESIVE	LIN FT	$0.75	9435	$7,076.25	9435	$7,076.25						
2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 3.0" THICK	SQ YD	$30.00	173	$5,190.00	173	$5,190.00						
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	$100.00	2645	$264,500.00	2645	$264,500.00						
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	$85.00	1450	$123,250.00	1450	$123,250.00						
2451.507	COARSE FILTER AGGREGATE (CV)	CU YD	$75.00	16	$1,200.00	16	$1,200.00						
2501.502	15" RC PIPE APRON	EACH	$1,200.00	2	$2,400.00							2	$2,400.00
2501.502	24" RC PIPE APRON	EACH	$1,500.00	5	$7,500.00							5	$7,500.00
2501.502	36" RC PIPE APRON	EACH	$2,500.00	1	$2,500.00							1	$2,500.00
2501.502	48" RC PIPE APRON	EACH	$3,600.00	2	$7,200.00							2	$7,200.00
2501.502	18" CAS PIPE APRON	EACH	$575.00	2	$1,150.00							2	$1,150.00
2501.503	18" CAS PIPE CULVERT	LIN FT	$70.00	54	$3,780.00							54	$3,780.00
2502.502	6" PE PIPE DRAIN CLEANOUT	EACH	$500.00	9	$4,500.00	9	$4,500.00						
2502.503	4" TP PIPE DRAIN	LIN FT	$15.00	4929	$73,935.00	4929	$73,935.00						
2502.503	6" PE PIPE DRAIN	LIN FT	$25.00	80	$2,000.00	80	$2,000.00						
2502.503	6" PERF PE PIPE DRAIN	LIN FT	$25.00	214	$5,350.00	214	$5,350.00						
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$75.00	39	$2,925.00							39	$2,925.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$85.00	277	$23,545.00							277	$23,545.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$90.00	826	$74,340.00							826	$74,340.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$110.00	1443	$158,730.00							1443	$158,730.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$125.00	16	$2,000.00							16	$2,000.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$150.00	364	$54,600.00							364	$54,600.00

Exhibit B

WASHINGTON COUNTY, COUNTY ROAD 74 (65TH ST) IMPROVEMENTS
CP 26-37404
100% PLAN ENGINEERS ESTIMATE
11-18-2025

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITIES	TOTAL COST	ROADWAY							
						WASHINGTON COUNTY		CITY OF NEWPORT		CITY OF COTTAGE GROVE		STORM SEWER	
						ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST
2503.503	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$350.00	259	$90,650.00							259	$90,650.00
2503.503	66" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	$500.00	182	$91,000.00							182	$91,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,000.00	4	$12,000.00							4	$12,000.00
2503.603	CLEAN PIPE SEWER	LIN FT	$40.00	76	$3,040.00							76	$3,040.00
2504.602	ADJUST GATE VALVE AND BOX	EACH	$650.00	2	$1,300.00	2	$1,300.00						
2506.502	CASTING ASSEMBLY	EACH	$1,400.00	44	$61,600.00							44	$61,600.00
2506.502	ADJUST FRAME & RING CASTING	EACH	$690.00	1	$690.00							1	$690.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	$700.00	44.77	$31,339.00							44.77	$31,339.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$1,000.00	3.75	$3,750.00							3.75	$3,750.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	$1,250.00	22.77	$28,462.50							22.77	$28,462.50
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$800.00	121.81	$97,448.00							121.81	$97,448.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	LIN FT	$950.00	27.72	$26,334.00							27.72	$26,334.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$1,150.00	20.35	$23,402.50							20.35	$23,402.50
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	LIN FT	$1,250.00	47.26	$59,075.00							47.26	$59,075.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	$1,350.00	6.32	$8,532.00							6.32	$8,532.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	$2,000.00	12.77	$25,540.00							12.77	$25,540.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	$600.00	13.3	$7,980.00							13.3	$7,980.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	$100.00	795	$79,500.00	795	$79,500.00						
2521.518	6" CONCRETE WALK	SQ FT	$20.00	863	$17,260.00	753	$15,060.00	110	$2,200.00				
2521.518	3" BITUMINOUS WALK	SQ FT	$3.50	27933	$97,765.50	16035	$56,122.50	11898	$41,643.00				
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	$18.00	36	$648.00	34	$612.00	2	$36.00				
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$35.00	6387	$223,545.00	5765	$201,775.00			622	$21,770.00		
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00	56	$5,600.00	56	$5,600.00						
2531.618	TRUNCATED DOMES	SQ FT	$70.00	57	$3,990.00	48	$3,360.00	9	$630.00				
2540.602	INSTALL BENCH	EACH	$1,000.00	1	$1,000.00	0.50	$500.00	0.50	$500.00				
2557.603	WIRE FENCE DESIGN SPECIAL	LIN FT	$100.00	748	$74,800.00	374	$37,400.00	374	$37,400.00				
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	$10,000.00	1	$10,000.00	0.72	$7,200.00	0.025	$250.00	0.005	$50.00	0.25	$2,500.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	$3,500.00	1	$3,500.00	0.72	$2,520.00	0.025	$87.50	0.005	$17.50	0.25	$875.00
2563.601	TRAFFIC CONTROL	LUMP SUM	$25,000.00	1	$25,000.00	0.72	$18,000.00	0.025	$625.00	0.005	$125.00	0.25	$6,250.00
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	$2,150.00	11	$23,650.00	11	$23,650.00						
2563.602	FLEXIBLE DELINEATOR TYPE A	EACH	$125.00	12	$1,500.00	12	$1,500.00						
2563.610	FLAGGER	HOUR	$125.00	100	$12,500.00	100	$12,500.00						
2564.602	INSTALL SIGN	EACH	$300.00	3	$900.00	3	$900.00						
2564.602	INSTALL SIGN PANEL SPECIAL	EACH	$400.00	2	$800.00	2	$800.00						
2564.618	SIGN	SQ FT	$90.00	130	$11,700.00	130	$11,700.00						
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$6,500.00	1	$6,500.00	0.72	$4,680.00	0.025	$162.50	0.005	$32.50	0.25	$1,625.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	$10,000.00	1	$10,000.00	0.72	$7,200.00	0.025	$250.00	0.005	$50.00	0.25	$2,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	$200.00	37	$7,313.00	27	$5,328.00	1	$185.00			9	$1,800.00
2573.502	CULVERT END CONTROLS	EACH	$225.00	7	$1,575.00	5	$1,125.00					2	$450.00
2573.503	SILT FENCE; TYPE HI	LIN FT	$5.50	2859	$15,721.86	2059	$11,324.50	71	$393.11	14	$78.62	714	$3,925.63
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	$7.00	2855	$19,987.80	2056	$14,392.00	71	$499.63	14	$99.93	714	$4,996.25
2573.602	ROCK DITCH CHECK	EACH	$1,250.00	11	$13,750.00	8	$10,000.00					3	$3,750.00
2574.505	SUBSOILING	ACRE	$250.00	3.44	$860.00	2.48	$619.20	0.09	$21.50	0.02	$4.30	0.86	$215.00
2574.505	SOIL BED PREPARATION	ACRE	$220.00	6.88	$1,513.60	4.95	$1,089.79	0.17	$37.84	0.03	$7.57	1.72	$378.40
2574.507	COMMON TOPSOIL BORROW	CU YD	$50.00	5188	$259,400.00	5133	$256,650.00	55	$2,750.00				
2574.507	FILTER TIPSOIL BORROW (CV)	CU YD	$70.00	242	$16,940.00	242	$16,940.00						
2574.508	FERTILIZER TYPE 3	POUND	$2.00	1376	$2,752.00	991	$1,981.44	34	$68.80	7	$13.76	344	$688.00
2574.601	INFILTRATION TESTING	LUMP SUM	$20,000.00	1	$20,000.00	0.72	$14,400.00	0.025	$500.00	0.005	$100.00	0.25	$5,000.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	$4.25	4951	$21,041.75	3565	$15,150.06	124	$526.04	25	$105.21	1238	$5,260.44
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	$2.00	15695	$31,390.00	11300	$22,600.80	392	$784.75	78	$156.95	3924	$7,847.50
2575.504	ROLLED EROSION PREVENTION CATEGORY 30	SQ YD	$2.50	17624	$44,060.00	12689	$31,723.20	441	$1,101.50	88	$220.30	4406	$11,015.00
2575.505	SEEDING	ACRE	$1,100.00	6.88	$7,568.00	4.95	$5,448.96	0.17	$189.20	0.03	$37.84	1.72	$1,892.00
2575.505	WEED SPRAYING	ACRE	$200.00	3.53	$706.00	2.54	$508.32	0.09	$17.65	0.02	$3.53	0.88	$176.50
2575.506	WEED SPRAY MIXTURE	GALLON	$115.00	0.76	$86.96	0.55	$62.93	0.02	$2.19			0.19	$21.85
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	$1.75	24080	$42,140.00	17338	$30,340.80	602	$1,053.50	120	$210.70	6020	$10,535.00
2575.523	WATER	M GALLON	$55.00	621	$34,155.00	447	$24,591.60	16	$853.88	3	$170.78	155	$8,538.75
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	$550.00	39.4	$21,670.00	28.4	$15,602.40	1.0	$541.75	0.2	$108.35	9.9	$5,417.50
2575.608	SEED SOUTHERN BOULEVARD	POUND	$14.00	289.6	$4,054.40	208.5	$2,919.17	7.2	$101.36	1.4	$20.27	72.4	$1,013.60
2575.608	SEED MESIC INSLOPE	POUND	$14.00	82.6	$1,156.40	59.5	$832.61	2.1	$28.91	0.4	$5.78	20.7	$289.10
2575.608	SEED WET DITCH	POUND	$75.00	3.2	$238.80	2.3	$172.80	0.1	$6.00			0.8	$60.00
2575.608	SEED SOUTHERN TALLGRASS ROADSIDE	POUND	$50.00	95.5	$4,775.00	68.8	$3,438.00	2.4	$119.38	0.5	$23.88	23.9	$1,193.75

Exhibit B

WASHINGTON COUNTY, COUNTY ROAD 74 (65TH ST) IMPROVEMENTS
CP 26-37404
100% PLAN ENGINEERS ESTIMATE
11-18-2025

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITIES	TOTAL COST	ROADWAY							
						WASHINGTON COUNTY		CITY OF NEWPORT		CITY OF COTTAGE GROVE		STORM SEWER	
						ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST
2580.503	INTERIM PAVEMENT MARKING	LIN FT	$0.50	206	$103.00	206	$103.00						
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$1.25	6407	$8,008.75	6407	$8,008.75						
2582.503	24" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$20.00	76	$1,520.00	76	$1,520.00						
2582.503	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$2.00	114	$228.00	114	$228.00						
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$3.00	6840	$20,520.00	6840	$20,520.00						
2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN ENHANCED SKID RESISTANCE	SQ FT	$30.00	47	$1,410.00	47	$1,410.00						
ESTIMATED CONSTRUCTION COSTS					**$4,496,982.57**		**$3,232,581.58**		**$119,045.98**		**$24,537.76**		**$1,120,817.26**
ENGINEERING - PRELIMINARY AND FINAL DESIGN					$400,000.00		$288,000.00		$10,000.00		$2,000.00		$100,000.00
8% CONTRACT ADMINISTRATION & CONSTRUCTION ENGINEERING COSTS					$359,758.61		$259,026.20		$9,523.68		$1,963.02		$89,939.65
RIGHT-OF-WAY COSTS					$200,000.00		$90,000.00		$110,000.00				
TOTAL ESTIMATED COSTS					**$5,456,741.18**		**$3,869,607.77**		**$248,569.65**		**$28,500.78**		**$1,310,756.91**

COOPERATIVE AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND WASHINGTON COUNTY FOR MAINTENANCE OF COUNTY ROAD (CR) 74

WASHINGTON COUNTY	
CONTRACT NO.	17875
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	Signature – Perpetual

THIS MAINTENANCE AGREEMENT ("Agreement"), by and between the City of Cottage Grove, a Minnesota municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County intends to construct and maintain County Road 74 from CSAH 38 (Hastings Ave) to 600' West of Goodview Ave S in the City of Newport and Cottage Grove as shown in Exhibit A ("Project"); and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the Project's transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute § 162.17, sub.1 and Minnesota Statute § 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above "whereas" clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement and Exhibit A (Location Map).

B. MAINTENANCE/OWNERSHIP

1. Upon completion of the Project, the City shall own and maintain the following under this Project:
   a. Municipal Utilities, including sanitary sewer, water main, and roadway lighting.
   b. Signing and pavement striping. All permanent roadway signing and striping on City roads will be controlled by the City.
   c. Pavement. All pavement systems constructed under this Project, within the City's right-of-way.
   d. Curb and Gutter. All curb and gutter on City right-of-way existing or constructed under this Project.

2. Upon completion of the Project, the City will maintain the following under this Project:
   a. The City will perform snow/ice clearing of trails within the Project area.
   b. The City will maintain boulevard areas within the Project area, both in city and in county rights of way. The City will be responsible for any maintenance in county right of way above and beyond what is described in Section 3.c.

3. Upon completion of this Project, the County shall own and maintain the following under this Project:
   a. Storm sewer. The County shall own and maintain the storm sewer trunk line and catch basin and leads on its County right-of-way existing or constructed under this Project.
   b. Signing and pavement striping. All permanent roadway signing and striping on County roads will be controlled by the County.
   c. With respect to the constructed corridor boulevard, the County will mow the corridor boulevards a minimum of two (2) times per year.
   d. Curb and gutter. The County shall own and maintain all curb and gutter on its County right-of-way existing or constructed under this Project. The City shall own and maintain all curb and gutter on its City right-of-way existing and constructed under this Project.

e. Pavement. The County shall own and maintain all pavement systems constructed under this Project.
f. Trails and pedestrian ramps located within the County right-of-way: The County will own and perform major maintenance of trails, sidewalks, and pedestrian ramps. Major maintenance shall include repair and/or replacement of pedestrian ramp panels and failing trail or sidewalk segments. The County, at its discretion, may also elect to crack seal or repair tree root damaged sections of the trail.

4. All maintenance required to be performed by this Agreement by the parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.

5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.

6. The County and City will notify each other at least twenty-four (24) hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.

7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. § 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein and shall be part of any Agreement entered into by the parties with any contractor, subcontractor or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.

2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Minnesota Statutes, Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute, Section 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes, Section 466.04, subdivision 1(a).

F. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act") or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

H. TERM

This Agreement shall commence on the date both parties have fully executed the Agreement and shall remain in full force and effect until terminated by mutual written agreement of the parties or pursuant to Section I herein.

I. TERMINATION

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.

J. DELAY IN PERFORMANCE

Neither City nor County 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 County 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.

K. ASSIGNMENT
This Agreement is not assignable without the mutual written agreement of the parties.

L. AMENDMENTS
Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

M. 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.

N. 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, unless specifically indicated otherwise in the Agreement.

O. COUNTERPARTS
This Agreement may be executed in counterparts.

P. SEVERABILITY
If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF COTTAGE GROVE

Myron Bailey, Mayor Date

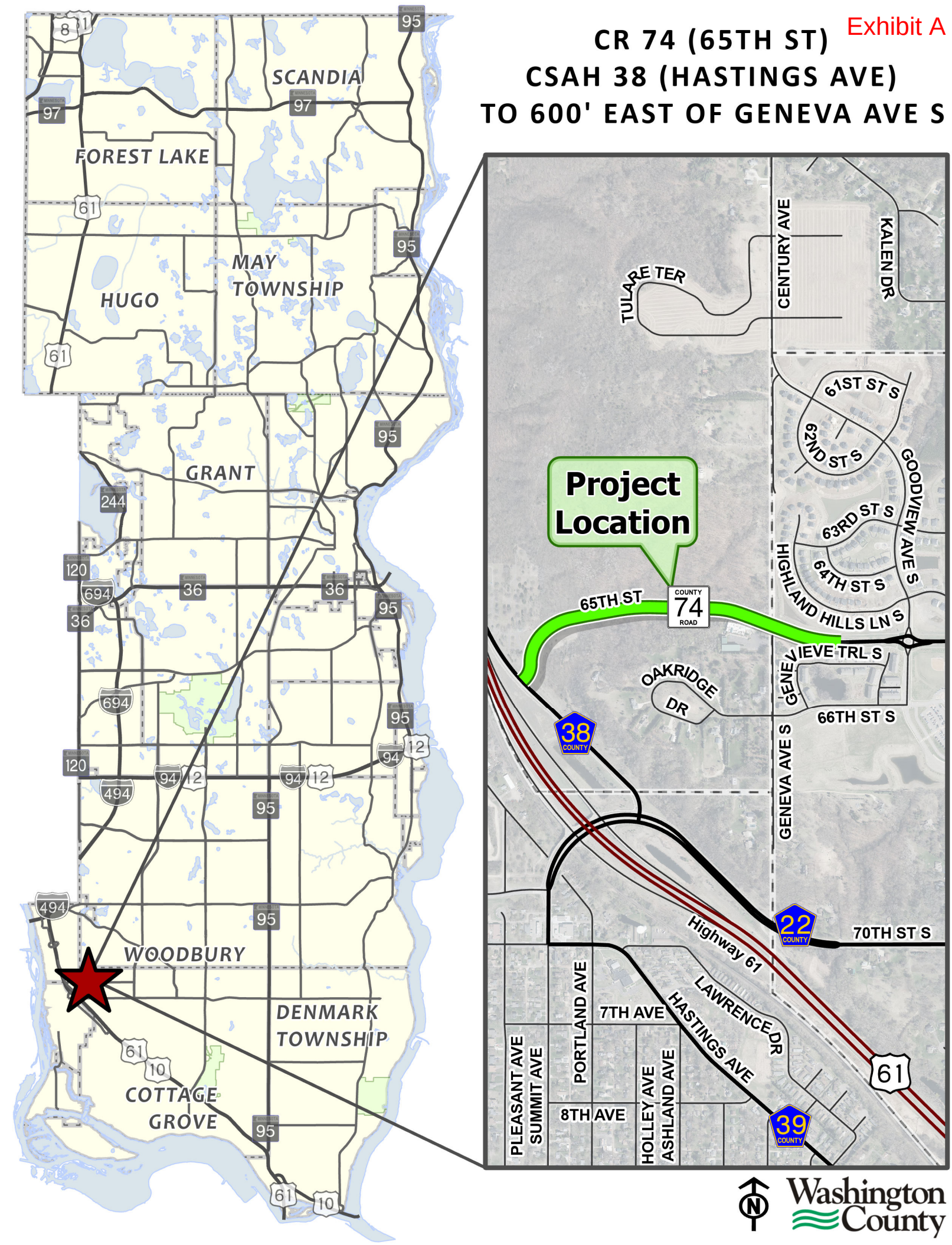
Tamara Anderson, City Clerk Date

Approved as to form:

City Attorney Date

Exhibit A

CR 74 (65TH ST)
CSAH 38 (HASTINGS AVE)
TO 600' EAST OF GENEVA AVE S



Washington County

City Council Action Request

7.K.

Meeting Date	2/18/2026
Department	Public Safety
Agenda Category	Action Item
Title	Authorization to Sell Ambulance
Staff Recommendation	Authorize the sale of a 2018 Dodge Ram 5500 ambulance (Unit Number 24-0833-18).
Budget Implication	N/A
Attachments	1. Authorization to Sell Ambulance 02.10.2026

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

From: Peter J Koerner, Director of Public Safety
Nick Arrigoni, Deputy Fire Chief

Date: February 10, 2026

Subject: **AUTHORIZATION TO SELL AMBULANCE**

Introduction

The Cottage Grove Fire Department (CGFD) owns three advanced life support ambulances. CGFD recently took delivery of a Ford E-450 as part of the ambulance replacement plan. This replaced a 2018 Ram 5500 which will be sold to keep us at three ambulances. The fire department recommends that the ambulance be placed for sale on MN Bid with a reserve of $10,000.00. If the reserve is not met, we will explore other options to sell the ambulance.

The ambulance to be sold:

Unit Number	Equipment	Asset Number
24-0833-18	2018 Dodge Ram 5500	4161

Recommendation

Authorize the sale of a 2018 Dodge Ram 5500 ambulance (Unit Number 24-0833-18).

City Council Action Request

7.L.

Meeting Date	2/18/2026
Department	Public Works
Agenda Category	Action Item
Title	One-Year Lease Rental Agreement with MTI
Staff Recommendation	Approve the one-year rental agreement with MTI for a 16ft mower for $15,750.
Budget Implication	$15,750 split between Streets & Utilities divisions.

Attachments

1.	Mower Rental memo
2.	Mower Rental Agreement

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

From: Adam Moshier, Fleet and Facilities Manager

Date: February 10, 2026

Re: Approve One Year Rental Agreement with MTI for 16ft Mower

---

Background

In the approved 2026 budget, there are funds to rent a 16ft mower. This has been included in the budget for the past 5 years with a 50/50 split between the Streets and Utilities divisions. Staff is requesting to continue to rent a 16ft mower from MTI for $15,750 for one year. A new rental agreement is needed as the Public Works Department is getting a new machine.

The rental agreement has been reviewed by the City Attorney. MTI is the area Toro vendor which is why two quotes were not received.

Staff recommends approving the one-year rental agreement with MTI in the amount of $15,750 for 2026.

Recommendation

It is recommended that the City Council approve the one-year rental agreement with MTI for a 16ft mower for $15,750.

PHONE: 763-592-5600
FAX: 763-592-6700
mtidistributing.com

4830 Azelia Ave N Ste100
Brooklyn Center, MN 55429-3836

Equipment Rental Agreement

City of Cottage Grove
Renter's Name

8635 W Point Douglas Road South
Renter's Address

Cottage Grove, MN 55016
Renter's City, State, Zip Code

651-458-2808
Renter's Phone Number

Address where Equipment will be used (if different):

Equipment Use Address

Equipment Use City, State, Zip Code

- This completed form, along with a signed Schedule A (Equipment Rental Terms and Conditions) and a copy of the Certificate of Liability Insurance (with requirements as described in paragraph 7 of Schedule A) must be received and approved by MTI Distributing, Inc. prior to the Equipment being released for rental.
- Equipment will not be released until the Renter or a designated representative is available to complete and sign the pre-rental inspection form with an MTI Distributing, Inc. representative.
- Delivery/Pick up (check one): [X] MTI Distributing, Inc. [ ] Renter
  (If MTI is selected, appropriate transportation charges will be added below)
- Equipment Rented and Charges to be billed for a seasonal rental, net 30-day payment terms.

Item Description	Material	Serial #	Qty	Seasonal Rental	Date Out	Date Back
GM 4100 with attachments:	30608		1	$ 15,750.00	5/1/2026	12/1/2026
	31526					
	31693					
	114-5610					
	Balance due before taxes			**$15,750.00**		

MTI Distributing, Inc. does not provide liability insurance on any rental. Please sign below to indicate your understanding that you (Renter) are responsible for liability insurance coverage for each item listed in this rental agreement. The individual signing this agreement represents and warrants that he/she is of legal age, and has the authority and power to sign this agreement as or for the Renter.

Renter or Renter's Representative / Date

Renter or Renter's Representative Title

2-10-26
MTI Distributing, Inc. Rep Signature / Date

MTI is an Equal Opportunity/Affirmative Action Employer

PHONE: 763-592-5600
FAX: 763-592-6700
mtidistributing.com

4830 Azelia Ave N Ste100
Brooklyn Center, MN 55429-3836

City of Cottage Grove
Renter's Name

8635 W Point Douglas Road South
Renter's Address

Cottage Grove, MN 55016
Renter's City, State, Zip Code

651-458-2808
Renter's Phone Number

Schedule A
Equipment Rental Terms and Conditions

1. **Definitions.** As per the Equipment Rental Agreement ("Agreement"), (a) "Owner" means "MTI Distributing, Inc.", and its successors and assigns, (b) "Equipment" means the units and/or accessories listed on the Agreement, and (c) "Renter" means the customer indicated on the Agreement and this Schedule A.

2. **Rental: Ownership.** Subject to terms of the Agreement, Owner rents to Renter, and Renter rents from Owner, the Equipment. Renter has the right to possess the Equipment in accordance with the terms of the Agreement, but no ownership rights in the Equipment. Any upgrades or alterations to the Equipment permitted by Owner, including but not limited to repair parts, are property of Owner.

3. **Rental Term: Termination: Return of the equipment.** The rental term under this Agreement shall commence on the date of the delivery of the equipment to the renter and shall expire on the date of the return of the equipment to Owner at the location specified by Owner. Upon expiration of the rental Agreement, the equipment shall be returned to Owner, transportation costs prepaid by the Renter, in the same condition as originally delivered to Renter, ordinary wear and tear excepted, and free and clear of all liens, claims, and encumbrances, together with all manuals and other records originally provided with the Equipment.

4. **Payment.** In consideration of the rental of Equipment, Renter agrees to pay Owner upon receipt of an invoice therefore; (a) the weekly, monthly or seasonal rental rate as stated on the Agreement; (b) a 2.5% service fee for payments made by credit card; (c) a late charge of 1-1/2% per month (or the maximum allowed by law, if less) on amounts not paid within 30 days of the due date; (d) all costs for Owner to replace missing parts and repair damage to the Equipment (including, but not limited to, Owner's then-current shop rate and cost of OEM replacement parts); and (e) any other amount owed to Owner under this Agreement. Renter's payment obligations are absolute and unconditional and are not subject to abatement, reduction, or set-off.

5. **Delivery/Use/Maintenance/Damage**. Renter agrees to:

    a. Comply with equipment pick up and return dates and methods as designated on the Rental Agreement. If MTI Distributing, Inc. is to deliver and pick up the equipment, appropriate transportation charges will be billed.
    b. Comply with the designated maximum machine hours of usage as stated in the Agreement, and pay for any and all hours that exceed the designated maximum at the stated rate per hour.
    c. Comply with all applicable laws, ordinances and regulations (municipal, state and federal, including OSHA), operating manual(s) that will be provided with the Equipment, warning or instruction labels on

PHONE: 763-592-5600
FAX: 763-592-6700
mtidistributing.com

4830 Azelia Ave N Ste100
Brooklyn Center, MN 55429-3836

the Equipment, and additional specific Owner or manufacturer instructions, if any (collectively, the "Requirements for Use"). It is the responsibility of the Renter and all operators of the equipment to review the operating manual(s) in its entirety, and present any questions to the Owner prior to operation of the equipment.

d. Renter will use the Equipment exclusively for lawful purposes in conjunction with Renter's business operations. Renter shall not allow any person to use the equipment who: (a) is not an employee of the Renter; (b) does not have the requisite knowledge, skills, and physical condition to operate the Equipment safely; or (c) is under the age of 18.

e. Renter agrees, at its expense, to perform regular checks and maintenance as specified in the Requirements for Use and to care for the Equipment in a careful and prudent manner. During the rental term, Renter shall pay all costs, taxes, and fees associated with operating, maintaining and repairing the Equipment, and assumes all risk of loss or damage to the Equipment.

f. Renter agrees to give prompt notice to the Owner in the event of any loss of, or damage to, the Equipment. The loss of, or the total or partial destruction of, the Equipment while the Equipment is in the possession of the Renter shall not relieve the Renter of its obligation to pay the rent and other charges provided for in the Agreement, which shall continue in full force and effect.

g. If the Equipment fails to operate for more than an insignificant portion of the rental term for reasons other than the fault of the Renter (fault of the Renter shall include, but not be limited to misuse, abuse or improper operation of the equipment by the Renter or Renter's employees, guests, invitees, agents, representatives or affiliates (hereinafter collectively "Renter Representatives)), then the charge or a prorated portion of the charge for such equipment will be refunded to the Renter, and such refund will be in full satisfaction of any and all claims that Renter may have under this Rental Agreement.

6. **Disclaimer of Warranties; Indemnity.** OWNER DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. RENTER, ON BEHALF OF ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND OWNER'S PARENT COMPANY, AFFILIATES, EMPLOYEES, AGENTS AND INSURERS (COLLECTIVELY, THE "OWNER PARTIES") FROM AND AGAINST ALL CLAMIS, LOSS, DAMAGES, SUITS, EXPENSES, COSTS, FEES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), AND LIABILITY (COLLECTIVELY, THE "CLAIMS"), WHETHER KNOWN OR UNKNOWN, FORSEEN OR UNFORSEEN, THAT ARISE OUT OF OR RELATE TO THE EQUIPMENT OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR INJURY OR DEATH TO PERSONS, DAMAGE TO PROPERTY, OR LOST PROFITS RELATING TO UNAVAILABILITY OF THE EQIPMENT WHILE IT IS BEING REPAIRED.

7. **Insurance.** Renter, at its expense shall carry liability insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, including death, and a minimum limit of $250,000 for property damage. Such insurance shall name Owner as an additional insured. Renter, at its expense, shall also keep the Equipment insured against all risks of loss for an amount not less than the replacement cost thereof, and Owner shall be named as a loss payee. Renter shall deliver to Owner evidence of the coverages required above in the form of a Certificate of Liability Insurance, prior to taking delivery of the Equipment.

8. **Default; Remedies**. Renter is in default under this Agreement if Renter fails to timely make any payment due hereunder; fails to comply with any provision of this agreement; removes the equipment from the U.S. state in which the Equipment was delivered to Renter; transfers or encumbers any interest in this Agreement or the Equipment; becomes subject to any state or federal insolvency, bankruptcy or similar proceeding; or permits any levy, attachment or lien to attach to Renter's interest in this Agreement or the Equipment. Upon any such default, Owner may exercise all remedies available at law or equity, including without limitation, terminating this Agreement and declaring all amounts due hereunder immediately due and payable. Renter shall be liable for all

PHONE: 763-592-5600
FAX: 763-592-6700
mtidistributing.com

4830 Azelia Ave N Ste100
Brooklyn Center, MN 55429-3836

costs, expenses, and fees (including but not limited to attorney's fees) incurred by Owner in exercising its remedies under this Agreement.

9. **General.** Time is of the essence of this Agreement. The Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and cannot be modified except by written agreement executed by the parties hereto. THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF MINNESOTA WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. RENTER CONSENTS TO THE EXCLUSIVE JURISICTION OF, AND EXCLUSIVE VENUE OF ANY ACTION IN, THE STATE OR FEDERAL COURT(S) LOCATED IN HENNEPIN COUNTY, MINNESOTA. Renter authorizes Owner to verify through credit agencies or other sources, Renter's credit worthiness and the accuracy of information Renter provided to Owner. All charges by Owner under this Agreement are subject to final audit by Owner. No waiver under this Agreement shall be effective unless in writing and executed by waiving party. Renter agrees to execute such documents as requested by Owner to protect Owner's interest in the Equipment and under this Agreement. Renter may not assign this Agreement without Owner's prior written permission. Owner may at any time assign, transfer or encumber all or any portion of this Agreement and/or Equipment. Sections 1, 4, 5, 6, 8, and 9 survive the termination of this Agreement.

10. **Acceptance:** Renter's signature below indicates understanding and acceptance of all the terms and conditions contained in this document.

For Renter:	**For MTI Distributing, Inc.:**
_____	_____
Signature	**Signature**
_____	BOB FRANK
Print Name	**Print Name**
_____	A/E
Title	**Title**
_____	2/10/26
Date	**Date**

City Council Action Request

8.A.

Meeting Date	2/18/2026
Department	Finance
Agenda Category	Action Item
Title	Approve Disbursements
Staff Recommendation	Approve disbursements from 01-30-26 through 02-12-26 in the amount of $1,787,521.69.
Budget Implication	N/A

Attachments

1.	Expense Approval Report 2-18-2026 Council Meeting
2.	Payroll Check Register 2-18-2026 Council Meeting

City Council Action Request

9.A.

Meeting Date 2/18/2026

Department Community Development

Agenda Category Action Item

Title Yellow Tree Development - Site Plan Review, Planned Unit Development, Preliminary and Final Plat, Tax Abatement

Staff Recommendation 1) Hold a public hearing for the tax abatement request by Yellow Tree Development. 2) Adopt Resolution 2026-032 approving the sale of Outlot B, Fratallone's Southpoint Ridge to East Point Apartments LLC and the purchase agreement for Outlot B, Frattalone's Southpoint Ridge with East Point Apartments LLC. 3) Adopt Resolution 2026-030 approving the Preliminary Plat and Final Plat for Everwood 6th Addition. 4) Adopt Resolution 2026-031 approving the Planned Unit Development and Site Plan review for a 186-unit, six-story multi-family apartment building located on East Point Douglas Road South. 5) Approve the Stormwater Management Facilities Agreement; Encroachment Agreement, and Permanent Trail Access Agreement. 6) Adopt Resolution 2026-028 approving the Tax Abatement agreement between the City and East Point Apartments LLC.

Budget Implication N/A

Attachments

1.	Yellow Tree CC Memo
2.	Yellow Tree Resolution 2026-032 - Approving Sale and Purchase Agreement
3.	Purchase Agreement Outlot B- clean 2-11-26
4.	Yellow Tree Resolution 2026-030 - PP & FP
5.	Yellow Tree Resolution 2026-031 - SP & PUD
6.	Yellow Tree Civil Plans
7.	Yellow Tree Architectural Plans
8.	Yellow Tree Materials
9.	Yellow Tree Applicant Narrative
10.	Yellow Tree Everwood 6th PRELIMINARY PLAT
11.	Yellow Tree East Everwood 6th FINAL PLAT
12.	Yellow Tree Engineer Plan Review Memo 2025-11-18
13.	YellowTree Ehlers Review Memo 2-10-26
14.	Stormwater Management Facilities Agreement - City of Cottage Grove 2-11-26, v2
15.	Encroachment Agreement - City of Cottage Grove 2-11-26, v2
16.	Permanent Trail Access Easement clean 2-11-26 v2

17.	Yellow Tree Resolution 2026-028 - Prop Tax Abatement
18.	Yellow Tree Tax Abatement Agreement

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

FROM: Samantha Pierret, Senior Planner
Nate Carlson, Economic Development Manager

DATE: February 11, 2026

RE: Yellow Tree Development - Site Plan Review, Planned Unit Development, Preliminary and Final Plat, Tax Abatement

---

Proposal

Yellow Tree Development has submitted planning applications for a Site Plan Review, Planned Unit Development (PUD), Preliminary Plat, and Final Plat for a proposed 186-unit market-rate apartment building to be located on East Point Douglas Road.

Location Map

Review Schedule
Application Received: October 29, 2025
Application Accepted: October 31, 2025
Planning Commission Meeting: December 15, 2025
City Council Meeting: February 18, 2026
120-Day Review Deadline: February 26, 2026

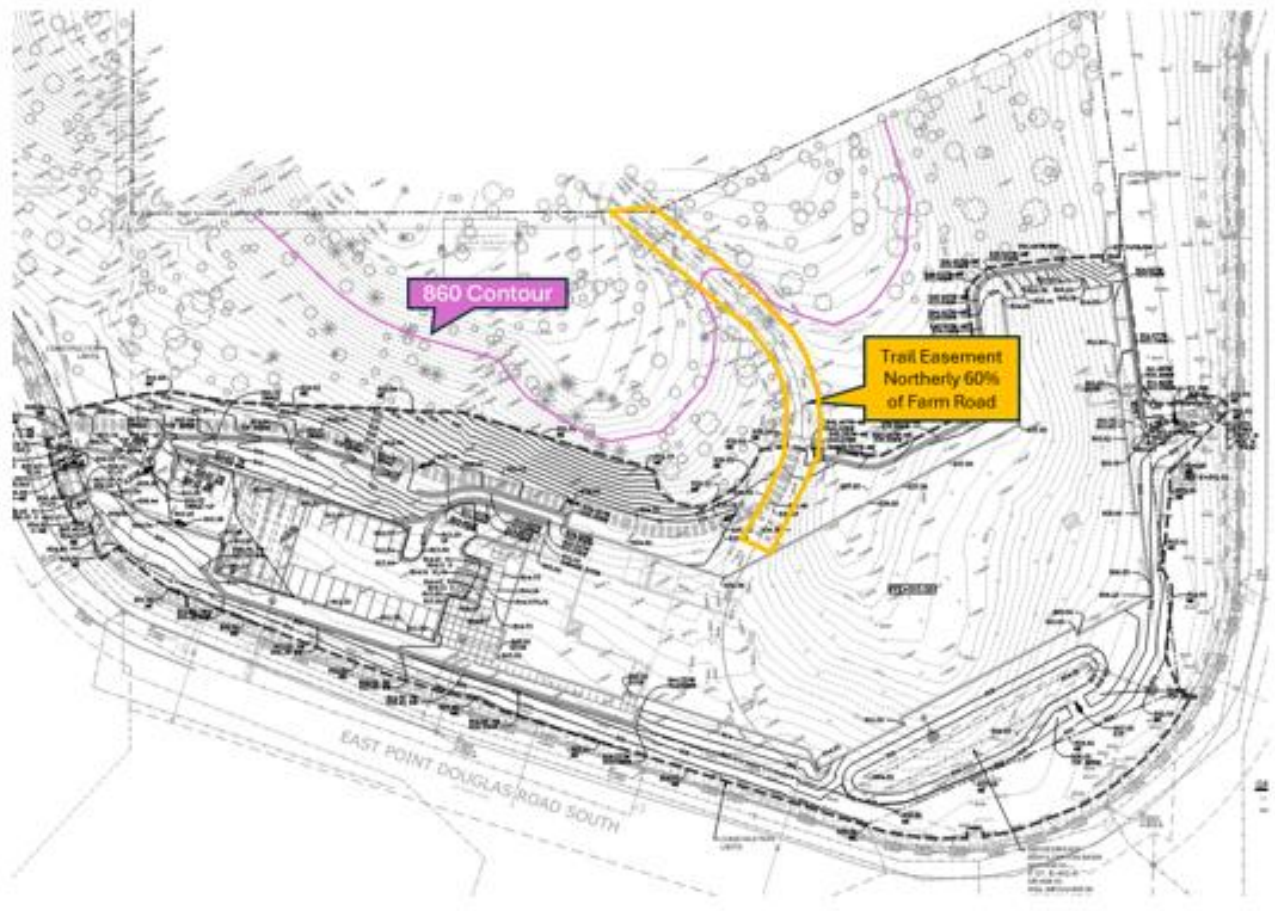
Background

The subject site consists of two wooded, vacant parcels: Outlot D of the Everwood plat and Outlot B of Frattalone's Southpoint Ridge. The site contains steep grades, increasing in elevation from East Point Douglas Road up to a vacant, city-owned parcel (Everwood Outlot C).

A conservation easement in favor of the Minnesota Land Trust was established over what are now Outlots C and D of the Everwood addition in 1997. In 2007, in response to proposed development on the parcel, the Everwood plat was recorded, and the conservation easement on what is now Outlot D was partially vacated below the 860-elevation contour. No development, including structures or grading, may occur on site above the 860 contour. A trail easement running from the north property line to an area below the 860 contour remains in effect in favor of the Land Trust and the City of Cottage Grove. The easement documents reference a "Farm Road" that was originally on the property and still remains as a dirt path in some areas. The northerly 60 percent of the Farm Road must be maintained in a natural condition in its existing location while the lower 40 percent may be amended if development occurs; however, pedestrian access shall still be provided to East Point Douglas Road.

Site Conditions

The existing trail easement, recorded as Document Number 3674924, is the northerly 60 percent of the Farm Road.



Trail Easement

The 2007 development did not come to fruition; however, all future development must abide by the amended conservation easement development restrictions. There have been other development proposals on the property since 2007; however, none of these have been established.

Planning Considerations

Use

The Applicant is proposing a market-rate apartment building consisting of 186 units.

There is a high demand for multi-family housing provided by this project due to limited availability in the city. The 2024 Housing Needs Analysis completed by Maxfield Research and Consulting identified a strong demand for multi-family rental units in Cottage Grove. A 2.7 percent vacancy rate was documented within market-rate rental units when equilibrium is considered to be 5 percent. During Maxfield's research period, the Norhart market-rate rental project was expected to begin construction; therefore, the recommendation was to hold on additional market-rate units. With the Norhart multi-family project being abandoned, those 299 proposed units are left unfilled and there is room in the market for the proposed 186 market-rate units.

The Maxfield study noted that three-bedroom units account for the highest proportion of market-rate units in Cottage Grove, which is dissimilar to other communities. The unit types proposed include studios to three bedrooms, with a majority of the units being a one-bedroom variety. The location is ideally situated for the proposed project given its proximity to the following:

- Gateway North Shopping Center (grocery, restaurant, services, etc.)
- Park Grove Library
- Camels Hump Park
- Access to transit options

The proposed amenities include a sky lounge with roof deck, fitness center, yoga studio, work from home stations, and community rooms with kitchen and gaming areas. Outdoor amenities will include a pool and amenity deck with turf area for yard games, patio space, grilling stations, and a sauna. There will also be a trail connection established on site to connect to the City-owned property to the north within the established conservation easement.

Amenity Areas

Comprehensive Plan

As part of the comprehensive planning process, state law requires cities in the seven-county metropolitan area to include standards, plans, and programs for providing adequate housing opportunities to meet existing and projected local and regional housing needs. One of the primary goals in the Cottage Grove 2040 Comprehensive Plan is to provide a diverse mix of housing types that are needed to serve all income levels and stages in the life cycle. The proposed development fulfills this goal as it provides a rental housing option for the community where there is a documented need for rental housing options, particularly one- and two-bedroom varieties. The proposed project also meets the following additional goals and policies found in the Comprehensive Plan:

- The proposed development provides residential housing near economic centers.
- The proposed development provides opportunities for alternative housing types that increase density and is responsive to the site and surrounding areas.

- Encourages the infilling of housing in urban areas that make more efficient use of existing infrastructure.
- Provides opportunities for alternative housing types and patterns, such as planned unit developments, mixed-uses, and other techniques that reduce development costs, increase density, and achieve projects that are flexible and responsive to the site and surroundings.

Land Use and Zoning

The 2040 Comprehensive Plan Land Use Plan guides the subject site as Mixed Use. The permitted density in this district is 20 to 40 units per acre. The proposed density of the project is in conformance with the district standard with 30.39 units per acre. The subject site is zoned Mixed Use, and apartment buildings are permitted uses in the district.

Current Zoning

Future Land Use

Preliminary and Final Plat

The submitted plat (Everwood 6th Addition) proposes to combine Everwood Outlot D (5.03 acres) and Frattalone's Southpoint Ridge Outlot B (1.09 acres) into one 6.12-acre parcel. The existing parcels are in two different plats and to combine land in different plats, a new plat must be recorded. Outlot B of Frattalone's Southpoint Ridge is owned by the City of Cottage Grove. The Applicant is proposing to purchase Outlot B from the City for access to the proposed apartment building on Outlot D due to site constraints, topography, and safety of proposed access points on the East Point Douglas curve. Staff is agreeable to the land sale provided the Applicant provides a trail connection from the East Point Douglas sidewalk to the existing trail easement that is a part of the existing conservation easement on Outlot D. No portions of Outlot B are within the conservation easement.

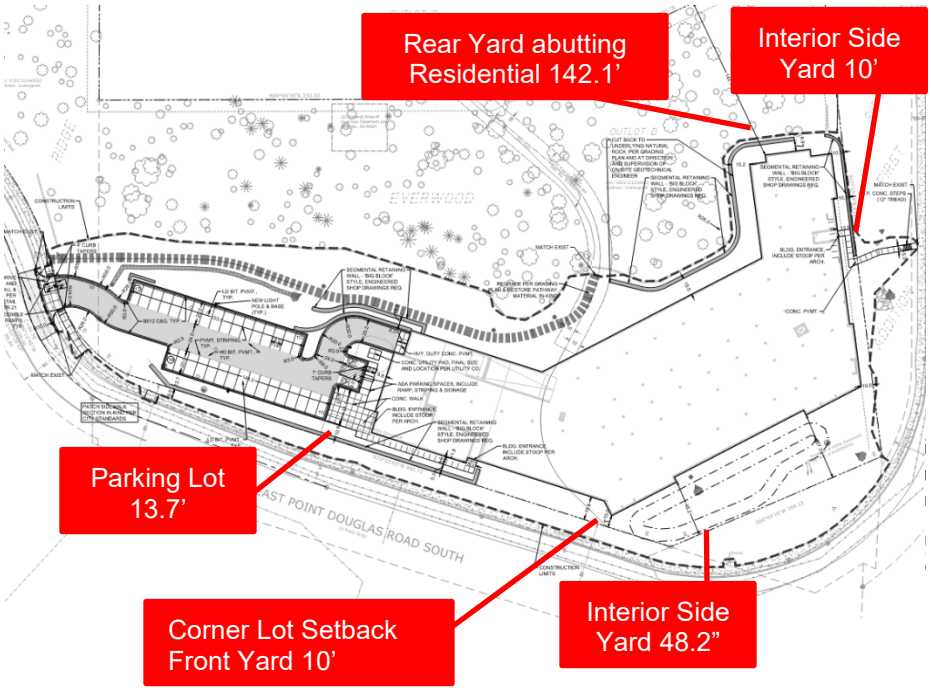
Planned Unit Development

The Planned Unit Development (PUD) is a zoning tool that provides additional flexibility for development that an underlying zoning district would not otherwise allow. For example, a PUD may make exceptions to setbacks, parking requirements, building height, etc. Due to site constraints, including the restriction on development above the 860 contour and site topography, the Applicant is proposing building height, building setback, parking lot setback, architectural material percentage, and parking ratio flexibility. In return for this flexibility, the Applicant will install a natural trail segment along the north side of the proposed parking lot creating a public pedestrian connection from the East Point Douglas sidewalk to the area beyond the 860 contour/conservation easement area. Additionally, architectural materials on the portions of the structure facing the street will exceed the minimum 65 percent Class 1 or 2 material percentage required. The proposed development meets or exceeds all other zoning code requirements.

Site Plan Review

The Applicant is proposing to construct a six-story apartment building with four levels of residential and two levels of covered parking. Due to the existing trail easement and site constraints, the Applicant has requested that building setbacks and parking lot setbacks be reduced using the Planned Unit Development. The minimum setback for the building will be ten feet from the south and east property lines. A ten-foot setback ensures the building is not located in any drainage and utility easements. There are existing right-of-way parcels owned by the city and MnDOT that add a distance buffer from East Point Douglas Road to the proposed building on the east and south sides. The existing sidewalk and right-of-way width will provide an eight-foot-wide buffer from the sidewalk on the southwest side of the project area to a proposed retaining wall along the south-west property line.

Lot Development Performance Standards		
Standard	**Mixed Use District**	**Proposed Development**
Building Height	55 feet	74 feet*
Corner Lot Setback on Front and Side Yard	20 feet	10 feet minimum
Minimum Rear Yard Setback Abutting a Residential District	50 feet	142.1 feet
Minimum side yard, interior lot line	10 feet	10 feet
Parking Lot	20 Feet	13.7 feet
Maximum Site Coverage	70%	32.0%



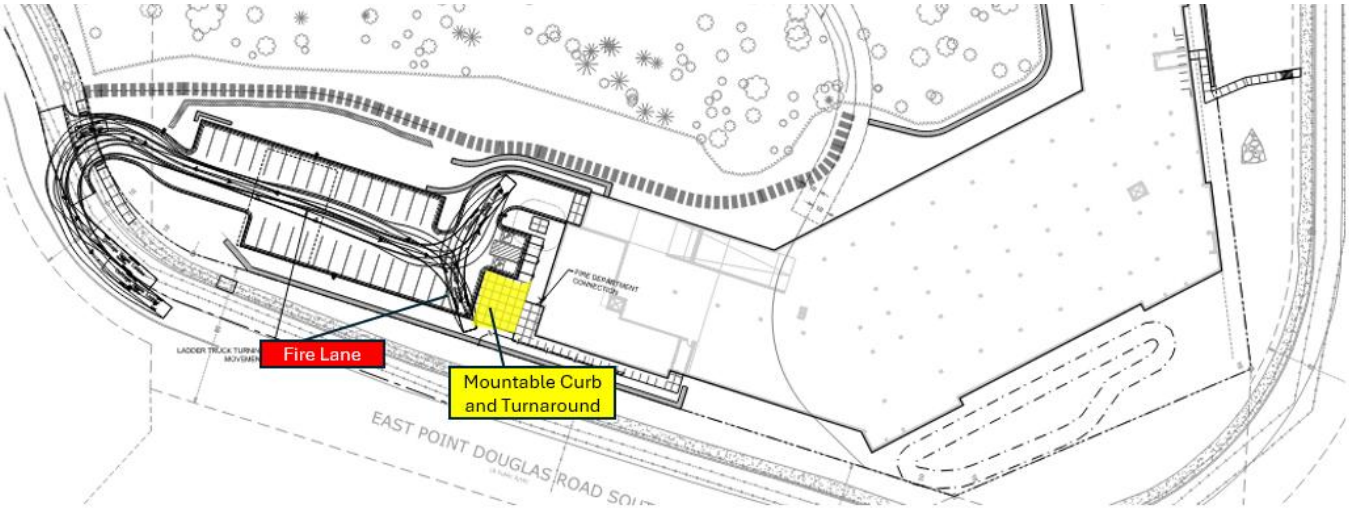
Lot Development Performance Standards

*Proposed plans show a 77-foot building height to the top of the parapet of the proposed building. City Code Title 11-3-3 Height Limit Modifications, allows parapet walls to extend not more than three feet above the limiting height of the building.

Parking and Site Access

The Applicant is proposing one access to the site from East Point Douglas Road. The proposed access crosses onto city-owned property (Outlot B of Frattalone’s Southpoint Ridge). Given the proposed infrastructure over a city-owned lot, the Applicant shall take ownership of the additional lot and plat the two lots into one parcel.

There will be space provided along the west side of the building for a firetruck turnaround using mountable curbs at the hardscaped building entrance. The submittal shows two parking spaces being used for the firetruck turnaround. This area must be marked as a designated fire lane per the Fire Marshal, which will result in the loss of some spaces on the east side of the parking lot.



Revised Fire Truck Turnaround

City Code requires a minimum of 1.6 spaces per unit for apartment buildings or a total of 298 parking spaces for the proposed 186 dwelling units. The Applicant is requesting flexibility to reduce the number of parking stalls onsite via the PUD. The site plan shows 38 surface parking stalls and 258 garage parking stalls for a total of 296 proposed stalls. To accommodate fire truck turning radius on the hardscaped area along the west side of the building, two parking spaces may be lost in this area to be dedicated as a fire lane. It is proposed to reduce the proposed parking to 294 total spaces and a parking ratio of 1.58 spaces per unit. The Applicant must submit updated parking calculations and show a fire lane prior to the issuance of a building permit.

The garage parking stalls will be on two levels of the structure. The development is primarily (85 percent) composed of one bedroom style units. The proposed reduction in the required parking ratio is similar to the Legends of Cottage Grove and Roers Apartments, which had 1.2 and 1.5 spaces per unit respectively.

Traffic

Recent developments occurring along Hardwood Avenue (Aurilla Apartments, The View Apartments, Pizza Ranch, Chase Bank, and O2B Kids Daycare) and the future construction of the Roers Apartments at the end of East Point Douglas Road will contribute to the traffic within this corridor. A traffic analysis was completed indicating no additional traffic improvements required to support full development of this corridor.

Based on the ITE Trip Generation Manual, 11th Edition, it is estimated that the Roers and Yellow Tree projects combined would generate approximately 1,490 daily trips based on the proposed unit count. The current daily traffic volume on East Point Douglas Road is approximately 1,100 vehicles per day. The additional trips, combined with the current traffic, will total an estimated 2,600 vehicles per day. East Point Douglas Road capacity would be further evaluated if the trip counts were approaching 4,000-5,000 vehicles per day. In consideration of the fact that this parcel is the last remaining developable parcel along this corridor, East Point Douglas Road will not reach its design capacity with construction of this project. Studies of East Point Douglas Road and Hardwood Avenue found both roadways have sufficient capacity to handle the additional trips proposed.

Additionally, the study looked at the intersection of Hardwood Avenue and East Point Douglas Road, and upon review, the additional trips generated by these apartment buildings do not meet the warrants for an all-way stop control at this intersection at this time. The intersection could experience additional queuing during peak hours; however, the roadway is currently designed to accommodate the additional queuing.

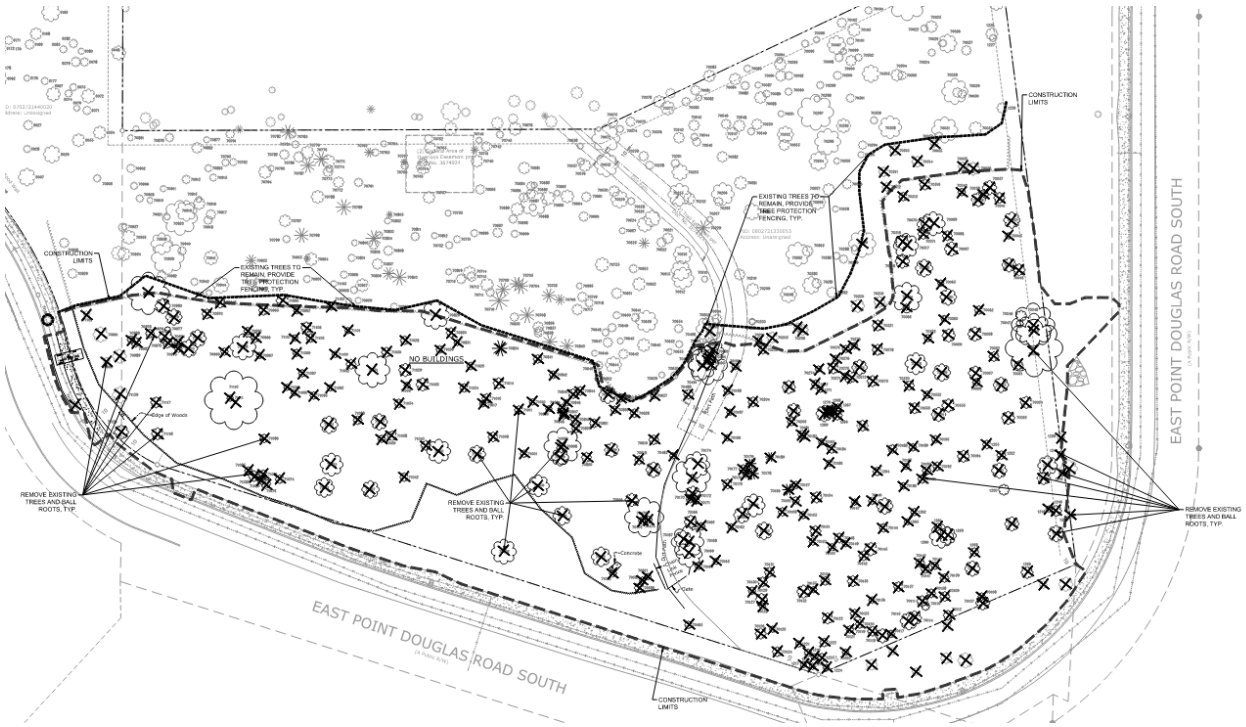
As with all areas of the community experiencing additional growth, staff continues to evaluate and analyze intersections and roadway corridors to ensure any required upgrades or improvements are being programmed into the City's 5-year Capital Improvement Plan (CIP) for implementation as necessary.

Site Lighting

The Applicant is required to submit a lighting plan that identifies pole heights and lumen levels throughout the site. The submitted photometric plan proposes four LED parking lot light poles, four architectural downlights along the southwest sidewalk, and three wall mounted lights above the two exterior doors and the garage entrance. Per City Code, any lighting shall be directed away from any adjoining residential property or from the public streets and be compatible with adjacent lighting in adjoining districts. The Applicant is required to update their photometric plan to show lumens at all property lines and ensure all measurements are 0.5-foot candles or less at property lines abutting residential zones and uses prior to the issuance of a building permit.

Tree Preservation and Mitigation

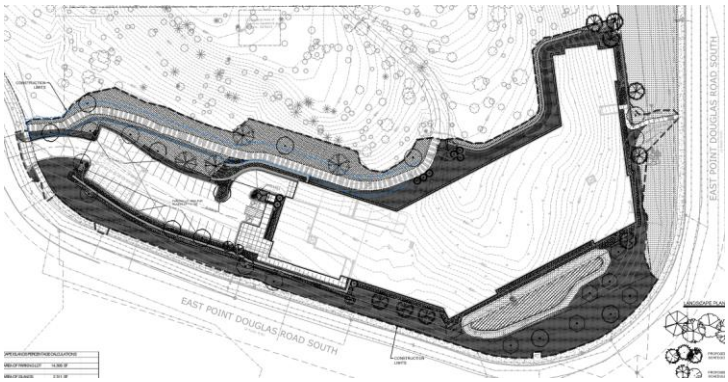
City code requires mitigation if more than 40 percent of the existing qualifying trees on site are removed as part of the development process. Due to the conservation easement restriction on tree removal above the 860 contour line, a significant number of trees will be protected on-site. There are 4,023 qualifying tree inches on site. The Applicant has proposed to remove 906 qualifying inches, or 22.5 percent of all qualifying inches; therefore, mitigation is not required.



Tree Removal and Preservation

Landscaping

The Applicant has submitted a detailed landscaping plan. The City's Zoning Code requires one tree per 40 linear feet of site perimeter. With 1,991 linear feet of site perimeter, a total of 50 trees is required to be planted on site. Of these 50 trees, 30 percent or 15 of them, must be coniferous trees. Shrubs must be planted on site at a ratio of one per five linear feet of site perimeter; therefore, 398 shrubs are required on site. The minimum landscaping requirements are shown in the table below.



Proposed Landscaping Type	**Amount**
Overstory Deciduous Trees	30
Ornamental Trees	4*
Coniferous Trees	18
Total	50
Shrubs	405

*Ornamental trees count towards the deciduous tree calculation at a two to one ratio

Parking lots with more than 25 spaces shall contain interior landscaped islands making up at least 8 percent of the parking lot size area. The proposed parking lot contains landscaped bump-outs that equal 15.9 percent landscaped area.

Two right of way parcels owned by the City of Cottage Grove and MnDOT abut the property on the east and south sides respectively. These parcels currently have brush and overgrowth present with some trees of significance. To meet City Code requirements to maintain property to the back of curb, the Applicant will be responsible for thinning the overgrowth and brush on these parcels. The eastern parcel owned by the City will be overseeded to ensure vegetative growth due to steep slopes where sod would not likely survive. The southern parcel owned by MnDOT must be sodded and irrigated to the back of the sidewalk along East Point Douglas Road. The developer will be responsible for long term maintenance of the southern parcel owned by MnDOT. As a condition of approval, planning staff shall review and approve a final landscaping plan prior to the issuance of a building permit.

Architecture

The Applicant has provided architectural plans using brick, cultured stone, glass, burnished block, and metal panels around the building.

Northeast Rendering

Southeast Rendering

South Corner

The City's Zoning Code requires an apartment to utilize three Class 1 materials as outlined in the City's Code and be composed of at least 65 percent Class 1 or 2 materials. Class 1 and 2 materials include the following:

Class 1

- Fired clay face brick.
- Natural stone, synthetic or cultured stone.
- Transparent glass, opaque or mirror window panels.

Class 2

- Concrete brick
- Masonry stucco/synthetic stucco.
- Specialty concrete block such as textured, burnished block or rock faced block.
- Tile

WINDOWS AND FIBER CEMENT PANEL - LT. GRAY

WOOD PRINTED METAL PANEL - CONCEALED FASTENERS LT. BROWN

FIBER CEMENT LAP SIDING GRAY

METAL ACCENT PANEL AND TRIM BLACK

BRICK - DARK GRAY

BRICK - MEDIUM GRAY

CULTURED STONE - WARM LT. GRAY

The Applicant has requested flexibility in the percentage of Class 1 and 2 materials via the PUD. The Applicant would utilize 61 percent Class 1 and 2 materials on the building. The Applicant has given consideration to the look of the building from East Point Douglas Road by ensuring over 65 percent of materials on the street-facing portions of the building will be composed of Class 1 materials. The proposed reduction in Class 1 and 2 materials is similar to the Roers project approved in 2024, which allowed 61 percent Class 1 and 2 materials with consideration given to ensure 65 percent of materials facing Highway 61 were Class 1 or 2.

Southeast Wall Materials (Street Facing)	
Class 1 - Brick	10.9%
Class 1 – Cast Stone	38.8%
Class 1 – Glazing	25.3%
Total Class 1	**75%**
Class 3 – Fiber Cement	23.5%
Class 3 – Metal Panel	1.5%
Total Class 3	**25%**

Title 11-1-3 of the City Code defines building height as “The vertical distance from the average elevation of the adjoining ground level, or the established grade adjacent to the building, whichever is lower, to the top of the roof.” The maximum permitted height in the Mixed-Use District is 55 feet. Due to site topography, the Applicant designed the building so that the front of the building will have more wall face exposed than the rear of the building where the structure will be constructed into the hillside. The building is proposed to be 77 feet tall from the lowest adjacent grade to the top of the parapet. Three feet of parapet height may be subtracted from total height resulting in a total height of 74 feet. Due to the changing adjacent grades around the structure, the shortest portion of the building as measured from lowest adjacent grade will be 45 feet in height.

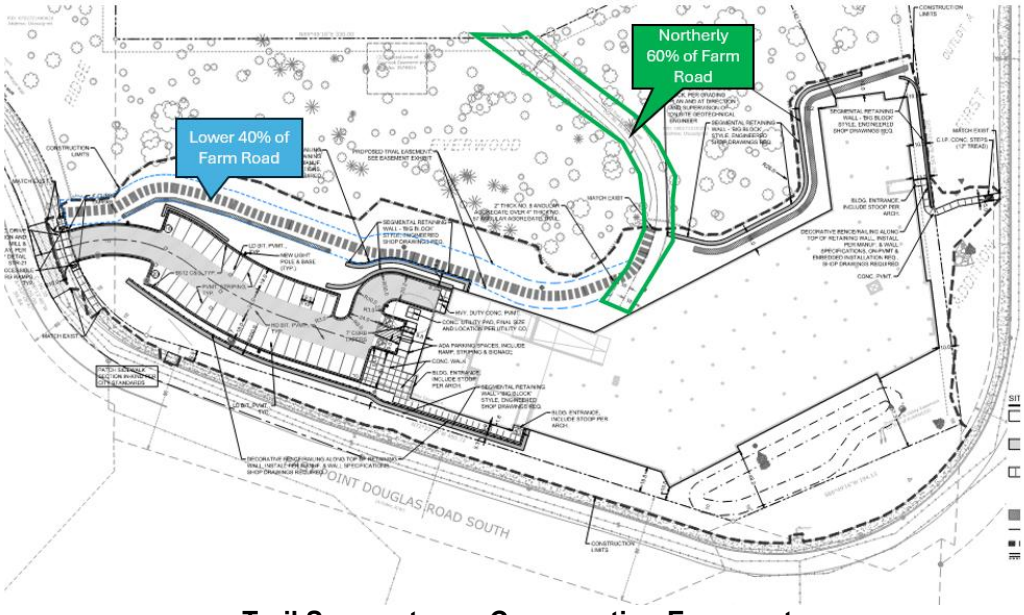
East Elevation

The proposed height of the building would generally be similar to the west side of the Legends of Cottage Grove across East Point Douglas Road, which is 73 feet in height to the top of the gabled roof. The increased height is proposed to be approved via the Planned Unit Development.

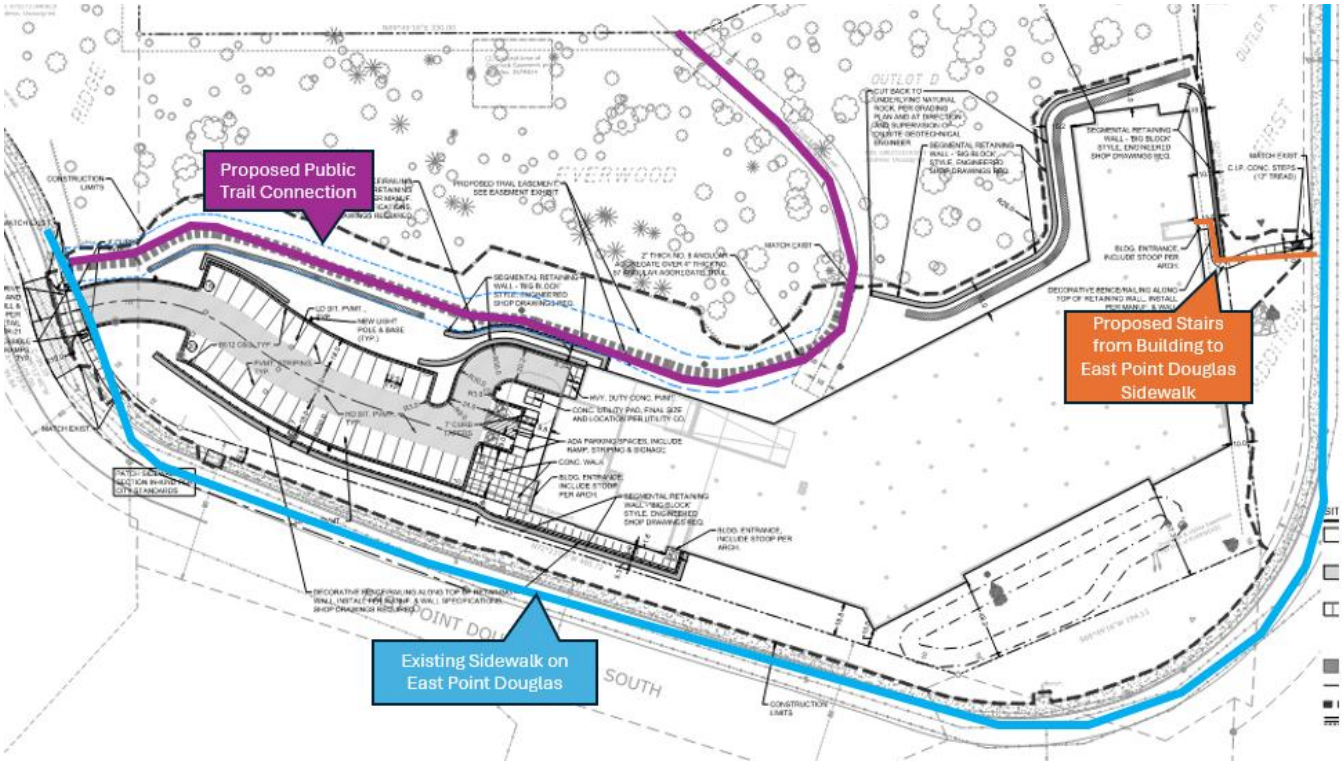
Legends of Cottage Grove – West Elevation Heights

Sidewalk and Trails

An existing unpaved natural trail runs through the center of the parcel connecting East Point Douglas Road to Aspen Cove to the north. There is an existing trail easement that is part of the conservation easement established in favor of the City and Minnesota Land Trust in 2007 that cannot be amended. The intent of the easement was to facilitate a pedestrian connection from East Point Douglas Road northwards over a historic unpaved Farm Road, up the hillside to an overlook point established in the conservation easement. The trail continues to Aspen Cove. As part of the development project, the Applicant is proposing to reconfigure the connection to East Point Douglas Road to the west side of the property by installing a light-gravel trail segment along the rear of the proposed building and parking areas. The portion of the existing trail outside of the recorded easement may be reconfigured per the Land Trust. The Land Trust is aware of the proposed reconfiguration and supports the proposal. The trail segment within the easement will remain unpaved as recommended by the Land Trust. The Land Trust has reviewed the proposed trail configuration proposed grading within the trail easement and did not have any issues with the proposal. The Applicant shall place an easement over the trail corridor on the final plat and enter into a Trail Maintenance Agreement with the City. The submitted plans also show an internal sidewalk system that connects to the existing sidewalk on East Point Douglas Road.

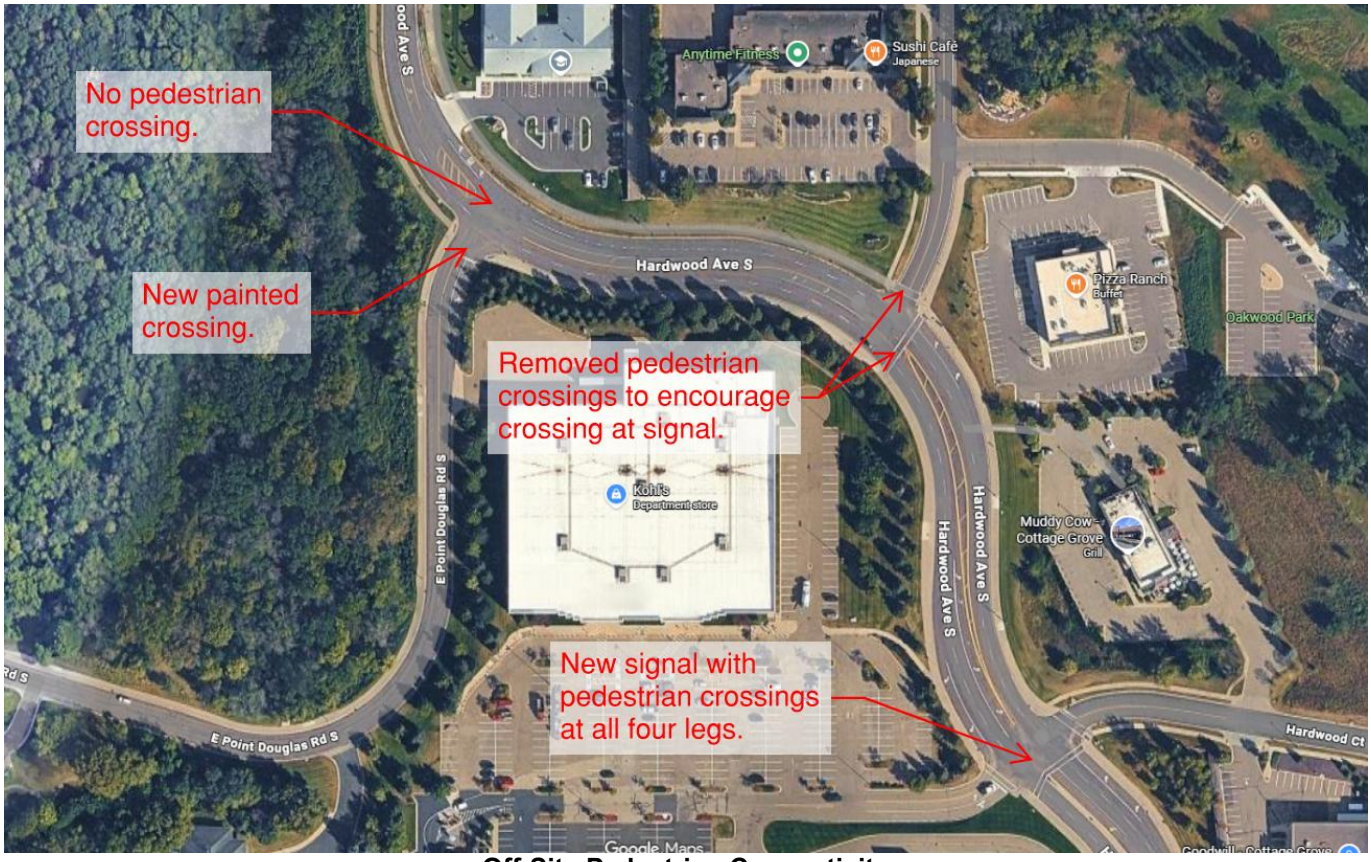


Trail Segments per Conservation Easement



Pedestrian Plan

To access areas off-site, pedestrians will utilize the existing sidewalk on East Point Douglas Road to get to the pedestrian trail along Hardwood Avenue. There are not marked pedestrian crossings at the East Point Douglas and Hardwood intersection nor at the Hardwood Avenue and Harkness Avenue intersection due to sight line restrictions and safety concerns. A marked pedstrian crossing will not be added at East Point Douglas and Hardwood because it could give pedestrians a false sense of security that crossing there would be safe. As part of the installation of a new traffic signal at Hardwood Avenue and Hardwood Court in 2025 the pedestrian ramps and painted crosswalk lines were removed at Hardwood and Harkness to encourage safe crossings at the new signal. Adding a trail behind Kohls to shorten the travel distance for pedestrians is not an option at this time due to steep grades that would make constructing an ADA accessible pathway difficult. Crossing East Point Douglas from the proposed development to the Kohls area is also unsafe due to sight line distances at the curve. Staff will continue to review pedestrian patterns in the area as development is established.



Off-Site Pedestrian Connectivity

Park Land and Open Space

A minimum of 10 percent of the developable land area shall be required to provide residents with public recreation facilities (0.61 acres for this project), including parks and open spaces, as a part of development projects per City Code Title 10-4-3. The City's Comprehensive Plan shows a recreation trail connection across the parcel connecting East Point Douglas Road to Camels Hump Park. The Applicant has proposed to construct a natural trail connection in compliance with the Comprehensive Plan and conservation easement. The existing trail easement and conservation easement are credited towards 10 percent of land needed. The total area of conservation easement plus trail easement equals 1.25 acres; therefore, park dedication requirements are met.

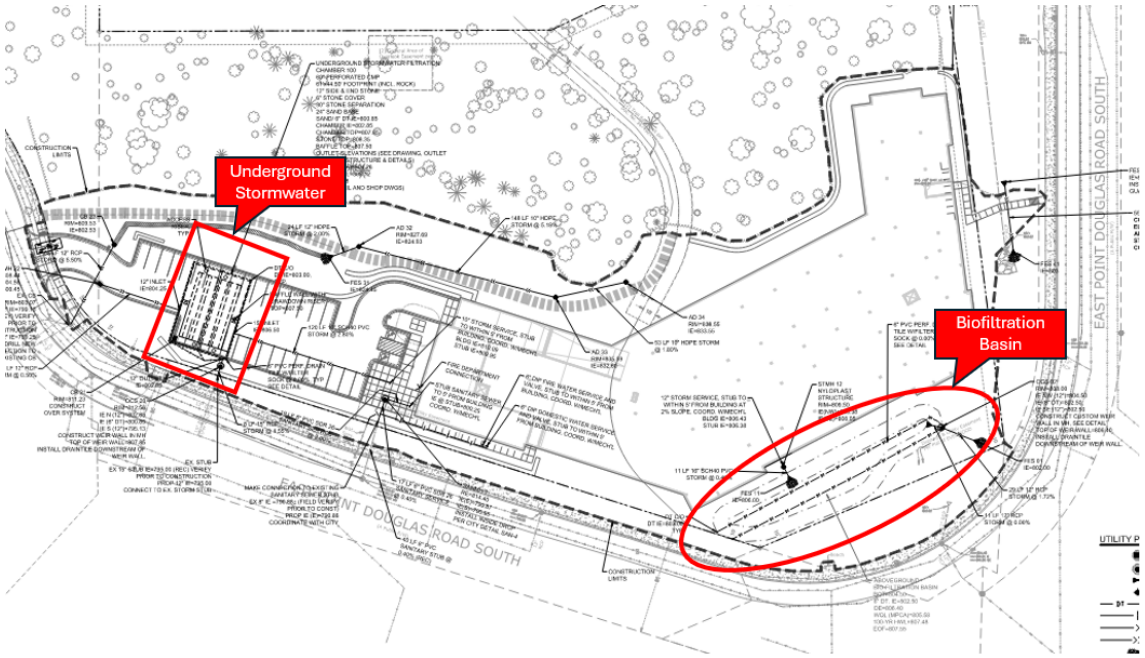
Utilities

The subject property is located within the Metropolitan Urban Service Area (MUSA). The development is planned to connect to available sanitary sewer and watermain stubs located within East Point Douglas Road.

Grading and Stormwater

The site grading for the project is proposed to meet the requirements established by the State, Watershed District, and the City's Surface Water Management Plan. The development's stormwater management plan calls for the construction of a private underground stormwater management system within the parking lot. Additionally, the Applicant is proposing to construct a biofiltration basin along the south side of the site. The underground system and the biofilter will be privately owned and maintained; therefore, a private maintenance agreement will be required

to be executed and recorded with the property. Treated stormwater runoff from the site will discharge into existing City storm sewer infrastructure in the southwest area of the site.



Due to the nature of the site, the building will be constructed into the hillside, and retaining walls, as high as approximately 15 feet, are proposed around the building. Staff has requested that the Applicant provide additional details regarding retaining wall construction materials and methods. Additional engineering analysis will be completed when those details have been provided.

Area Charges
The Applicant will be responsible for paying all associated Area Charges for Outlot D Everwood. Area Charges for Outlot B Frattalone's Southpoint Ridge were paid at the time of platting in 2007.

Neighborhood Meeting
A neighborhood meeting at the Legends Apartments is scheduled for February 26, 2026. Representatives from Yellow Tree and the City will be in attendance to discuss the project and answer questions.

Public Hearing Notices
Notices announcing the Planning Commission public hearing were published in the *St. Paul Pioneer Press* and mailed to 11 property owners within 500 feet of the proposed development property on December 3, 2025.

Planning Commission Meeting
The City's Planning Commission reviewed and held a public hearing for the request at their December 15, 2025, meeting. There were no residents that participated in the public hearing. The Planning Commission asked questions about the Planned Unit Development rationale, traffic impacts, and pedestrian connectivity and safety.

The Planning Commission voted 3-to-1 to recommend the City Council approve the requests.

Tax Abatement in Support of Housing Request

The City received a public financial assistance request from Yellow Tree Development for the proposed development. Since the project does not qualify for Tax Increment Financing because they are building market rate units and the site is vacant with no blighted buildings, it would not qualify as a redevelopment project; therefore, they are requesting assistance in the form of an Abatement of the City's portion of the taxes.

Construction is anticipated to cost approximately $45,646,074 or $245,409 per unit. The developer cited a financial gap in their financial projections for the project and requested that the City abate 10 years of their portion of the taxes. The present value of 10 years of abatement is $1,241,000 at 5.50%. Ehlers has reviewed the request and supports the use of tax abatement for this project.

The proposed structure of the abatement is to have higher amounts of the gross abatement being dedicated to the development in the earlier years and tapering off in the later years, which is referenced in the chart below. Based on a review of the current budget, proforma, and abatement projections, the proposed development would require 10 years of abatement with a principal or present value of the abatement being no more than $1,241,000.

Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Combined City, County, & School Tax Rate	Maximum Annual Gross Tax Abatement	Semi Annual Gross Tax Abatement	City Percentage to Developer	City Abatement w/ Tax Rate **40.1455%**
						-		-
136,594	(1,201)	-	135,393	98%	132,378	66,189	100%	27,177
						66,189	100%	27,177
409,781	(1,201)	-	408,580	98%	399,483	199,741	100%	82,013
						199,741	100%	82,013
546,375	(1,201)	-	545,174	98%	533,035	266,518	100%	109,431
						266,518	100%	109,431
546,375	(1,201)	-	545,174	98%	533,035	266,518	95%	103,960
						266,518	95%	103,960
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017
						266,518	85%	93,017
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017
						266,518	85%	93,017
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017
						266,518	85%	93,017
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073
						266,518	75%	82,073
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073
						266,518	75%	82,073
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073
						266,518	75%	82,073
Total						**13,324,707**		**1,695,703**
Present Value From 08/01/2026			**Present Value Rate**	**5.50%**		**6,638,321**		**1,241,057**

A "lookback" provision has been negotiated to ensure the public assistance was set at an appropriate level and to right-size the Abatement Note prior to delivery. The cost-based lookback would include a two-to-one reduction in abatement assistance principal if the actual total development costs are below the cost presented by the developer with a $100,000 buffer.

An agreement has been drafted and signed by the developer including the lookback provision.

Recommendations

The City Council is recommended to take the following actions:

1. Hold a public hearing for the tax abatement request by Yellow Tree Development

2. Adopt Resolution 2026-032 approving the sale of Outlot B Frattalone's Southpoint Ridge to East Point Apartments LLC and the purchase agreement for Outlot B, Frattalone's Southpoint Ridge to East Point Apartments LLC.

3. Adopt Resolution 2026-030 approving the Preliminary Plat and Final Plat for Everwood 6th Addition.

4. Adopt Resolution 2026-031 approving the Planned Unit Development and Site Plan review for a 186-unit, six-story multi-family apartment building located on East Point Douglas Road South.

5. Approve the Stormwater Management Facilities Agreement, Encroachment Agreement, and Permanent Trail Access Agreement

6. Adopt Resolution 2026-028 approving the Tax Abatement Agreement between the City and East Point Apartments LLC

Attachments

A. Civil Plans
B. Architectural Plans
C. Preliminary Plat
D. Final Plat
E. Bolton & Menk Review Memorandum dated November 18, 2025
F. Purchase Agreement for Outlot B Frattalone's Southpoint Ridge
G. Stormwater Management Facilities Agreement
H. Encroachment Agreement
I. Permanent Trail Access Agreement
J. Tax Abatement Agreement

CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION 2026-032

A RESOLUTION APPROVING THE SALE OF PROPERTY TO EAST POINT APARTMENTS LLC FOR DEVELOPMENT PURPOSES

WHEREAS, the City of Cottage Grove ("City") desires to sell approximately 1.1 acres of property to East Point Apartments LLC, a Minnesota limited liability company ("Developer"), for the purpose of development of certain real property legally described as Outlot B, Frattalone Southpoint Ridge, Washington County, Minnesota ("Property"); and

WHEREAS, Developer desires to purchase the Property, pursuant to a Purchase Agreement by and between the City and Developer ("Purchase Agreement"), for a multi-family rental development and uses incidental thereto; and

WHEREAS, the Purchase Agreement describes and articulates the sale of the Property to Developer and Developer agrees to accept the terms of the sale; and

WHEREAS, on February 18, 2026, the City held a hearing on the sale of the Property and the City considered all of the information presented at the hearing.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Cottage Grove as follows:

1. The sale of the Property to the Developer, or its assigns, is in the public interest of the City and its people, furthers its general plan of economic development; and the appropriate officials are authorized to take such action so as to effectuate such sale.

2. The City approves the Purchase Agreement, subject to minor modification as approved by the City Attorney, and the appropriate officials are authorized to take such action as to effectuate its execution and implementation.

Adopted this 18th day of February, 2026.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of _____ 2026 (the "Effective Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and East Point Apartments LLC, a Minnesota limited liability company ("Buyer").

RECITALS

Recital No. 1. City is the owner of certain real property located in Cottage Grove, Washington County, Minnesota, legally described on Exhibit A ("Property"), attached hereto and incorporated herein by reference.

Recital No. 2. Buyer desires to purchase the Property from City.

Recital No. 3. City will sell the Property to Buyer on the terms and conditions of this Agreement.

Recital No. 4. City believes that the sale of the Property pursuant to and in general fulfillment of this Agreement is in the vital and best interests of the City, will promote the health, safety, morals, and welfare of its residents, and will be in accord with the public purposes and provisions of the applicable State and local laws and requirements.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contain herein, the parties hereby covenant and agree with each other as follows:

1. **Sale**.

1.1. **Sale**. Subject to the terms and provisions of this Agreement, City shall sell the Property to Buyer, and Buyer shall purchase the Property from City.

1.2. **Purchase Price**. The purchase price to be paid by Buyer to City for the Property shall be Twenty-Four Thousand no/100 Dollars ($24,000.00) (the "Purchase Price") payable as follows: (a) Five Thousand and no/100 Dollars ($5,000.00), as earnest money ("Earnest Money"), to be paid to DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118 ("Title") within 5 business days of execution this Agreement; and (b) the balance on the Closing Date subject to those adjustments, prorations and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from City or Title. The Closing will occur via escrow with Title, unless otherwise agreed to by the parties.

2. **Available Surveys, Tests, and Reports.** Within five (5) days of the Effective Date, City shall cause to be delivered to Buyer (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on the Property and in the possession of City, and (b) copies of existing title work for the Property and in the possession of City (the "Due Diligence Materials"). City makes no representations or warranties regarding the

accuracy of the Due Diligence Materials. If Buyer so requests, City shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyer, at Buyer's expense except as otherwise provided in this Agreement, so that Buyer may rely on such site analyses or surveys as if prepared for Buyer in the first instance, but City makes no representation as to whether any such reissuance or recertification will be available.

3. **Buyer's Investigations.** Up to the Closing Date, City shall allow Buyer and Buyer's agents access to the Property without charge and at all times for the purpose of Buyer's investigation and testing of the Property, including surveying and testing of soil and groundwater ("Buyer's Investigations"); provided, however, Buyer shall not perform any invasive testing unless (a) City gives its prior written approval of Buyer's consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) Buyer gives City reasonable prior notice of such testing. City shall have the right to accompany Buyer during any of Buyer's Investigations of the Property. Buyer shall provide to City copies of all third-party, non-confidential written test results and reports conducted as part of Buyer' Investigations without any recourse to or warranty of Buyer or any third party preparing any such report, and provided that such materials shall only be delivered to City to the extent permitted by the third party preparing such report and at no additional cost to Buyer. City shall use and rely on such materials delivered to it by Buyer at its own risk and peril. Nothing in this Agreement shall require Buyer to deliver to City any proprietary information related to Buyer's business, such as funding applications and market studies. Except as otherwise provided herein, Buyer agrees to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien on the Property arising as a result of Buyer's Investigations and to repair and restore, at Buyer' expense, any damage to the Property caused by Buyer's Investigations. Buyer shall indemnify and hold City and the Property harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Buyer' Investigations (but excluding any matters to the extent they result from the negligence or willful misconduct of City or its representatives, or the discovery of any pre-existing condition on the Property). The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and City requests, Buyer shall give City copies of any and all environmental reports obtained by Buyer, if any, without any recourse to or warranty of Buyer or any third party preparing any such report, and provided that such materials shall only be delivered to City to the extent permitted by the third party preparing such report and at no additional cost to Buyer. City shall use and rely on such materials delivered to it by Buyer at its own risk and peril.

4. **Insurance; Risk of Loss.** City assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, City shall immediately give Buyer written notice of such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from City or otherwise), Buyer shall have the option (to be exercised in writing within thirty (30) days of receipt of such written notice from City) either (a) to require City to (i) convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at

Closing all of City's right, title and interest in and to any claims City may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to City, whereupon this Agreement shall be terminated, the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such thirty (30) day period, such right shall be deemed to have been waived. City shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer' prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies**.

5.1. **Buyer's Contingencies**.

A. Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by City of its obligations hereunder, (b) the continued accuracy of City's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and (b) all other inspections and due diligence regarding the Property, including any Due Diligence Materials. If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(2) On or before the Closing Date, Buyer shall have determined the acceptability of the Property for its intended use and incidental uses thereto (collectively, the "Proposed Use"). All costs and expenses related to applying for and obtaining any governmental permits and approvals for the Property for the Proposed Use shall be the responsibility of the Buyer. If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(3) On or before the Closing Date, Buyer shall have obtained all appropriate approvals and permits necessary for the Proposed Use on the Property, which approvals may include, without limitation, access permits, signage permits, building permits, required licenses (the "Approvals"). All costs and expenses related to the preparation of any documentation

necessary to create any plans, specifications or the like shall be the responsibility of the Buyer.

(4) On or before the Closing Date, Buyer shall have obtained all Land Use Entitlements. "Land Use Entitlements" means planning applications, including but not limited to, Plat, Site Plan, and Rezoning Approvals, obtained by Buyer for the Proposed Use.

(5) On or before the Closing Date, and without limitation of the terms of Sections 5.1(A)(1), 5.1(A)(2), 5.1(A)(3) and 5.1(A)(4), Buyer shall be satisfied that they may develop the Property in accordance with a site plan, architectural plan, building plan, grading and drainage plan and other plans and specifications satisfactory to Buyer in their sole discretion.

(6) On or before the Closing Date, Buyer shall have satisfied themselves, in Buyer's sole discretion, that access to and from roads and the Property is adequate for the Proposed Use, including without limitation, access to the Property from the adjacent road, median cuts and curb cuts.

(7) On or before the Closing Date, Buyer shall have satisfied themselves, in Buyer's sole discretion, that water and gas mains, electric power lines, sanitary and storm sewers and other utilities are available to the Property and are adequate for the Proposed Use, such that only service lines must be extended to service the Property for water, gas, electric, sanitary and storm sewer and other utilities.

(8) On or before the Closing Date, City shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

(9) On or before the Closing Date, Buyer shall have determined that it is satisfied with the books and records in City's possession, if any, including site plans, surveys, engineering or environmental reports associated with the Property.

(10) On or before the Closing Date, Buyer shall have secured financing, if any, that is satisfactory to Buyer in Buyer's sole discretion for the purpose of acquiring and constructing the Proposed Use.

(11) On or before the Closing Date, Buyer may obtain a Survey for the Property, at its sole cost.

(12) On or before the Closing Date, Buyer shall have approved the forms of all closing documents.

(13) City shall have performed and satisfied all agreements,

covenants and conditions required pursuant to this Agreement to be performed and satisfied by City prior to the Closing Date.

(14) All representations and warranties of City contained in this Agreement shall be accurate as of the Closing Date.

(15) On or before the Closing Date, Buyer shall have acquired Lot D, Everwood Subdivision (PID: 08.027.21.33.0053) ("Adjacent Parcel").

(16) Before City will issue any grading or building permits, Buyer shall receive final of the approval from the City to record a plat, which includes the Property and the Adjacent Parcel.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. City shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out of pocket cost to City or assumption of any obligation or liability by Buyer except as otherwise provided herein. Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to City. Such written notice must be given on or before the applicable date, or Buyer's right to terminate this Agreement pursuant to this Section shall be waived. If Buyer terminates this Agreement pursuant to this Section on or before the applicable date, the Earnest Money shall immediately be refunded to Buyer. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations as survive termination of this Agreement.

B. If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of City set out in this Agreement, including, without limitation, any indemnity or representations with respect to environmental matters.

5.2. **City's Contingencies**. City's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, City shall approve the sale of the Property.

B. On or before the Closing Date, Buyer shall have acquired the Adjacent Parcel.

C. On or before the Closing Date, Buyer shall have received Approvals and Land Use Entitlements.

D. Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by Buyer prior to the Closing Date.

E. All representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

F. There shall be no uncured default by Buyer of any of its obligations under this Agreement beyond the notice and cure period set forth in Section 13 as of the Closing Date, not otherwise waived by City.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from City to Buyer. If termination occurs all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by City shall be immediately returned to City and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. If City terminates this Agreement pursuant to this Section, the Earnest Money shall be retained by City. All the contingencies in this Section 5.2 are specifically for the benefit of City, and City shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing**. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before February 18, 2027, unless otherwise agreed to by the parties (the "Closing Date"). City agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date.

6.1. **City's Closing Documents and Deliveries**. On the Closing Date, City shall execute and/or deliver, as applicable, to Buyer the following:

A. **Quit Claim Deed**. A quit claim deed conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

B. **Bring Down Certificate**. City shall provide Buyer with a certificate recertifying that the representations and warranties of City contained in this Agreement are true and correct as of the Closing Date.

C. **FIRPTA Affidavit**. An affidavit of City certifying that City is not a "foreign person," "foreign partnership," foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **Settlement Statement**. A settlement statement with respect to this transaction.

E. **Copies of Resolutions**. City shall provide Buyer with copies of the resolutions for the various City and/or City public meetings showing City and/or various City commissions and/or councils have approved this transaction, Buyer' CUP, Buyer' site plan, zoning, and such other governmental approvals as may be required for Buyer' Proposed Use.

F. **General Deliveries**. All other documents reasonably to be necessary to transfer the Property to Buyer and to evidence that City (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect City's performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer Closing Documents and Deliveries**. On the Closing Date, Buyer shall execute and/or deliver, as applicable, to City the following:

A. **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.2.

B. **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date.

C. **Settlement Statement**. A settlement statement with respect to this transaction.

D. **General Deliveries**. All other documents reasonably determined to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. City and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Real Estate Taxes and Special Assessments**. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between City and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with City paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. City shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) certified, levied, pending, postponed or deferred, or constituting a lien against the Property with respect to any of the Property as of the Closing Date. Buyer shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date, including, without limitation, those related to Buyer's development of the Property.

7.2. **Title Evidence and Survey Costs**. City shall pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property.

7.3. **Recording Costs**. City shall pay the cost of recording all documents necessary to cure any Objections, as hereinafter defined. Buyer shall pay all recording costs with respect to the recording of the Deed and any related development and planning documents, and for the recording of any mortgage required by Buyer, if any, and any mortgage registration tax, if any.

7.4. **Transfer Taxes.** City shall pay all state deed tax regarding the Deed.

7.5. **Utilities**. All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property, if any, shall be prorated between City and Buyer on a daily basis as of the Closing Date, with City paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.6. **Attorneys' Fees**. City and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction, except as otherwise specifically set forth in this Agreement.

7.7. **Survival**. The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination**. (i) within a reasonable time following the Effective Date, City shall obtain a commitment for an owner's title insurance policy (ALTA Form 2006) for the Property, and copies of all encumbrances described in the commitment (the "Commitment"); and, if desired, (ii) by the Closing Date, Buyer may at its sole option obtain, at Buyer's expense, an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property and the matters shown in the Commitment (the "Survey" and, together with the Commitment, the "Title Evidence").

8.1. **Buyer's Objections**. Within ten (10) days after Buyer's receipt of the last of the Title Evidence, Buyer may make written objections ("Objections") to the form or

content of the Title Evidence. The Objections may include, without limitation, any easements, restrictions or other matters which may interfere with the Proposed Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record which do not interfere with the Proposed Use, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements which do not interfere with the Proposed Use; and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

8.2. **City's Cure**. City shall be allowed twenty (20) days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if City elects not to cure such Objections, Buyer shall have the option to do any of the following:

A. Terminate this Agreement with respect to all of the Property.

B. Waive one or more of its objections and proceed to Closing.

If Buyer so terminates this Agreement, neither City nor Buyer shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement) and the Earnest Money shall be refunded to Buyer.

9. **Warranties and Representations**.

9.1. **By City**. City warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

A. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of City enforceable in accordance with its terms. City has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by City pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by City pursuant hereto have each been duly authorized by all necessary action on the part of City and such execution, delivery and performance does and will not conflict with or result in a violation of City's organizational agreement or any judgment or order.

B. The execution, delivery and performance by City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to City, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which City is a party or by which it or any of its properties may be bound.

C. To City's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of City to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

D. To City's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting City or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to City, would have a material adverse effect on the ability of City to perform its obligations under this Agreement.

E. City has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

F. To City's knowledge, there are no wells, underground or above ground storage tanks of any size or type, or sewage treatment systems located on any portion of the Property. To City's knowledge, there has been no methamphetamine production on or about any portion of the Property. To City's knowledge, the sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

G. City is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To City's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To City's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

I. To City's knowledge, there are no leases, tenancies, unrecorded agreements or other contracts of any nature or type relating to, affecting or serving the Property that will not be terminated as of the Closing Date.

J. There will be no indebtedness or sums due attributable to the Property which will remain unpaid after the Closing Date.

As used in this Agreement, the term "to City's knowledge" shall mean and refer to only the current actual knowledge of the designated representative of City and shall not be construed to refer to the knowledge of any other officer, manager, director, agent, authorized person, employee or representative of City, or any affiliate of City, or to impose upon such designated representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such designated representative any individual personal liability. As used herein, the term "designated representative" shall refer to Jennifer Levitt. City represents and warrants that the foregoing individual is the representative of City most knowledgeable regarding the Property.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing; provided, however, City shall have no liability with respect to any breach of a particular representation or warranty if Buyer shall fail to notify City in writing of such breach within two (2) years after the Closing Date, and provided further that City shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyer has actual knowledge of City's breach thereof prior to Closing and Buyer consummates the acquisition of the Property as provided herein.

Buyer acknowledges and agrees that, except as expressly specified in this Agreement and/or in any documents executed and delivered by City at Closing, City has not made, and City hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, or any other matter or item regarding the physical condition of the Property. Buyer agrees that except as expressly specified in this Agreement and/or in any documents executed and delivered by City at Closing, Buyer shall accept the Property and acknowledges that the sale of the Property as provided for herein is made by City on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

9.2. **By Buyer**. Buyer warrants and represents the following to City, and acknowledges that City has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyer is a limited liability company duly organized under the laws of the State of Minnesota and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its company documents or its operating agreement.

B. Buyer has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

C. The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, (b) violate or contravene any provision of the articles of organization or operating agreement of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

D. Buyer has received no notice or communication from any local, state or federal official that the activities of the Buyer or City on the Property may be or will be in violation of any environmental law or regulation. Buyer is aware of no facts, the existence of which would cause it to be in violation of any local, state, or federal environmental law, regulation or review procedure or which give any person a valid claim under any of the foregoing.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, Buyer shall have no liability with respect to any breach of a particular representation or warranty if City shall fail to notify Buyer in writing of such breach within two (2) years after the Closing Date, and provided further that Buyer shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if City has actual knowledge of Buyer's breach thereof prior to Closing and City consummates the sale of the Property as provided herein..

10. **Additional Obligations of City**.

10.1. **Condition of the Property at Closing**. On the Closing Date, City shall deliver to Buyer exclusive vacant possession of the Property.

10.2. **Further Assurances**. From and after the Closing Date, City agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.3. **Non-Assumption of Contracts or Other Obligations**. The parties understand and agree that Buyer is only acquiring certain of City's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by Buyer of any agreements, indebtedness, obligations or liabilities of City which are owing with respect to the operation of the Property prior to the Closing Date.

10.4. **Mortgages**. On or before the Closing Date, City shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property.

10.5. **Zoning; Other Approvals**. Buyer may elect to seek certain Approvals as defined in Section 5.1(A)(3) and Land Use Entitlements as defined in Section 5.1(A)(4) in order for Buyer to develop the Property for the Proposed Use. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, will reasonably cooperate with Buyer's efforts to obtain the Approvals and Land Use Entitlements at or prior to Closing. City hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals, Land Use Entitlements and any special use permits and variances desired by Buyer; provided, however, any special use permits or variances shall

be contingent on the occurrence of the Closing and shall not be binding upon City or the Property unless and until the Closing occurs. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in City's name, if required.

10.6. **Marketing.** At all times prior to the Closing Date, City shall not negotiate in any manner for the sale or transfer of the Property with any third party.

11. **Broker**. It is acknowledged that neither party has a broker for the sale of the Property.

12. **Notice**. Any notice to be given by one party hereto shall be personally delivered (including messenger delivery), by email at the address set forth below, or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked, one (1) business day after delivery to such overnight courier, or immediately upon personal delivery or delivery by email. Attorneys for each party shall be authorized to give and receive notices for each such party.

If to City:	City of Cottage Grove Attn: Jennifer Levitt, City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016
with a copy to:	Korine L. Land LeVander, Gillen & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121
If to Buyer:	East Point Apartments, LLC 1834 E 38th St Minneapolis, MN 55407
With a copy to:	Maslon Capella Tower, 225 South 6th Street #2900 Minneapolis, MN 55402 Attn: Matthew Loven

13. **Default; Remedies**. If either City or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party, then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, City's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest

Money shall be forfeited to City as the full and final liquidated damages, with the exception of any liens arising out of Buyer's Investigations, the obligations and liability for which shall survive the termination of this Agreement and the release of the Earnest Money to City. In the case of any default by City, the Earnest Money deposit shall be returned to Buyer and Buyer shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

14. **Assignment.** Buyer may assign this Agreement with the prior written consent of City. No assignment shall relieve Buyer from its obligations under this Agreement.

15. **Entire Agreement; Modification**. This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

16. **Binding Effect; Survival**. This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

17. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

18. **Rules of Interpretation**. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

19. **Titles of Sections**. Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

21. **Represented by Counsel**. Each party has been represented and advised by counsel in the transaction contemplated hereby.

22. **Time of the Essence**. Time is of the essence of this Agreement.

[remainder of page intentionally blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

CITY:
CITY OF COTTAGE GROVE

By _____
Myron Bailey
Its Mayor

By _____
Tamara Anderson
Its City Clerk

BUYER:
EAST POINT APARTMENTS LLC

By: _____
Printed Name: Robb Lubenow
Its: Manager

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property located in the County of Washington, State of Minnesota, legally described as follows:

Outlot B, Frattalone's Southpoint Ridge

Abstract Property
PIDs: 07.027.21.44.0020

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-030

A RESOLUTION APPROVING THE PRELIMINARY PLAT AND FINAL PLAT NAMED EVERWOOD 6TH ADDITION

WHEREAS, Yellow Tree Development has applied for a Preliminary Plat and Final Plat to be called Everwood 6th Addition, which will create one lot on property legally described as follows:

Outlot D, Everwood Addition, according to the recorded plat thereof, Washington County Minnesota.

AND

Outlot B, Frattalone's Southpoint Ridge, according to the recorded plat thereof, Washington County, Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the St. Paul Pioneer Press; and

WHEREAS, the Planning Commission held the public hearing on this application on December 15, 2025; and

WHEREAS, the public hearing was open for public testimony, and no one spoke for or against the application; and

WHEREAS, the Planning Commission (3-to-1 vote) recommended approval of the preliminary plat to be called Everwood 6th Addition, subject to certain conditions.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the Preliminary and Final Plats for Everwood 6th Addition, which creates one lot on property legally described above. The approval of the preliminary and final plats is subject to the following conditions:

1. The approvals for Site Plan Review, Planned Unit Development, and Preliminary and Final Plats are contingent on the Applicant closing on the purchase of Outlot B of the Frattalone's Southpoint Ridge Addition.

2. Prior to the release of the Final Plat, the Applicant shall enter into a private stormwater maintenance agreement with the City for the ownership and maintenance for the private storm sewer, pond, and filtration bench.

3. Prior to the release of a Final Plat, the Applicant shall enter into a Trail Maintenance Agreement with the City for the portion of the trail outside the existing easement.

4. Prior to the release of a Final Plat, the Applicant shall enter into an encroachment agreement for the stairs accessing the sidewalk on East Point Douglas Road South.

5. The Applicant is responsible for providing all necessary easements on the Final Plat including, but not limited to, drainage and utility, trail, and conservation easements. The Applicant is responsible for any costs associated.

6. The Applicant must place iron monuments at all lot and block corners and at all other angle points on property lines. Iron monuments must be placed after all site and right-of-way grading has been completed in order to preserve the lot markers for future property owners.

7. Prior to the issuance of a building permit, the Final Plat shall be recorded with the Washington County Recorder's Office.

Passed this 18th day of February 2026.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-031

A RESOLUTION APPROVING A SITE PLAN REVIEW AND PLANNED UNIT DEVELOPMENT FOR A 186-UNIT MARKET RATE APARTMENT BUILDING TO BE LOCATED ON EAST POINT DOUGLAS ROAD SOUTH

WHEREAS, Yellow Tree Development applied for a Site Plan Review and Planned Unit Development (PUD) for a proposed 186-unit apartment building, on the property legally described below:

Lot 1 Block 1 of the Everwood 6th Addition, according to the recorded plat thereof, Washington County, Minnesota.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property, and a public hearing notice was published in the *St. Paul Pioneer Press*; and

WHEREAS, a planning staff report, which detailed specific information on the property, and the application request was prepared and presented; and

WHEREAS, the public hearing was open for public testimony, and no one spoke for or against the application; and

WHEREAS, the Planning Commission (3-to-1 vote) recommended that the City Council approve the Site Plan Review and Planned Unit Development applications for the proposed 186-unit market rate apartment building at their December 15, 2025, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the Site Plan Review and Planned Unit Development for a proposed 186-unit, six-story multi-family apartment building located on East Point Douglas Road at the property legally described above, subject to the following conditions:

<u>General Development</u>

1. The project shall be completed in accordance with the plans submitted and as amended by the conditions of approval. Any significant changes to the plans, as determined by planning staff, shall require review and approval by the Planning Commission and City Council.

2. Planned Unit Development and Site Plan Review approvals shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by the City Council. The City Council may extend the expiration date of such approval upon written application by the person to whom the approval was granted.

3. The Applicant receives appropriate permits or approvals from other regulatory agencies including, but not limited to: Minnesota Department of Transportation, Minnesota Department of Health, Minnesota Department of Natural Resources, and Minnesota Pollution Control Agency.

4. Signage is not approved as part of this application. All signage shall meet the requirements of the sign ordinance, including a monument sign with a base wrapped in similar materials as found on the principal structure, per the City Code.

Platting, Land Dedication, and Easements

5. The approvals for Site Plan Review, Planned Unit Development, Preliminary and Final Plats are contingent on the sale of Outlot B of the Frattalone's Southpoint Ridge addition from the City to the Applicant.

6. No grading, vegetation removal, or structure placement shall occur above the 860-contour line as required by the Partial Release of Conservation Easement, Agreement for Trail Easement, and Restrictive Covenant recorded as Document No. 3674924 with the Washington County Recorder's Office.

7. Prior to the issuance of any building or grading permits, a plat combining parcels 0802721330053 and 0702721440020 shall be recorded with the Washington County Recorder's Office.

Performance Standards

8. All site lighting must meet City Code requirements. All light fixtures must be downward directed with flush lenses. In addition, any lighting under canopies (building entries) shall be recessed and use a flush lens. The specifications of all light fixtures must be provided with the application for a building permit. The light poles and fixtures shall be consistent in design and color with the development. A lighting plan depicting no more than 0.5-foot candles at residential property lines and 1.0-foot candles at commercial property lines shall be submitted to Planning staff prior to building permit issuance.

9. All mechanical units shall be screened as required in Title 11-3-9 of the City's Zoning Ordinance. All mechanical equipment screening shall be consistent with the principal building architecture and must comply with City ordinance regulations and be reviewed and approved by the Community Development Department prior to the issuance of a building permit.

10. Rubbish, garbage, and recycling containers shall be stored indoors unless pick up is occurring.

11. No exterior storage shall be permitted.

12. Prior to the issuance of a building permit, planning staff shall approve all site fencing materials. Approved fencing shall be provided adjacent to the retaining wall along the natural pathway and adjacent to the retaining wall abutting the parking lot and sidewalk. The city-standard Ameristar Montage Plus fence (style: Majestic) should be used in these areas.

13. Prior to the issuance of a building permit, a dedicated firetruck turnaround shall be added on the east side of the exterior parking lot. If parking spaces are lost due to

establishing a fire lane, updated parking calculations shall be provided to planning staff. A parking ratio of no less than 1.58 spaces per unit shall be permitted.

Construction and Grading

14. All grading, drainage, erosion control, and utilities must conform to the final plans approved by the City Engineer.

15. A grading permit and financial security are required prior to grading activity related to the project. The financial security for grading shall encompass stabilization of slopes where retaining walls are proposed. Financial security shall also encompass any improvements within public right of way such as sidewalk or street patching, and connection to City infrastructure.

Landscaping

16. Irrigation shall be provided for all sodded and mulched landscaped areas. The irrigation system shall consist of an underground sprinkling system that is designed by a professional irrigation installer to meet the water requirements of the site's specific vegetation. The system shall be detailed on the final landscape plan.

17. All areas of the site, where practical, shall be sodded and maintained. The development shall mow and maintain all site boulevards to the curb line of the public streets including installing irrigation and maintaining parcel 0802721330013 to the back of sidewalk.

18. The Applicant shall be responsible for removing brush and overgrown vegetation from parcels 0802721330013 and 0802721330045 and maintaining the parcels to the curb line prior to issuance of a final Certificate of Occupancy. No trees or shrubs shall be planted on these parcels.

19. Prior to the issuance of a building permit, the applicant shall submit to the City a letter of credit in the amount of 150 percent of the landscape estimate as required by City ordinance. The financial guarantee shall auto renew annually from the date of installation to ensure the installation, survival, and replacement of the landscaping improvements.

20. Prior to the issuance of a building permit, planning staff and the City Forester shall review and approve a final landscaping plan in writing.

Onsite Infrastructure Improvements

21. The Applicant is responsible for all street maintenance, upkeep, and repair of curbs, boulevards, and sod. The Applicant hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Applicant's acts or omissions in performing the obligations imposed upon Applicant by this paragraph.

22. Applicant will be required to conduct all major activities to construct the improvements during the following hours of operation:

Monday through Friday	7:00 A.M. to 7:00 P.M.
Saturday (requires 48-hour notice)	9:00 A.M. to 7:00 P.M.
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering or bypass pumping, etc. Any deviations from the above hours are subject to approval by the City.

23. The Applicant shall within 24 hours, or more often if required by the City Engineer, clear from the public streets and property any soil, earth, or debris resulting from construction work by the Applicant or its agents or assigns. All debris, including brush, vegetation, trees, and demolition materials, shall be properly disposed of off-site; burying construction debris, trees, and other vegetation is prohibited. Burning of trees and structures is prohibited, except for fire training only.

24. The Applicant grants the City, its agents, employees, officers, and contractors permission to enter the site to perform all necessary inspections during grading and construction activities.

25. The Applicant must provide the City with an as-built survey of all private and public utilities and grading plan prior to issuance of the certificate of occupancy.

26. Adequate dumpsters must be on site during construction. When the dumpsters are full, they must be emptied immediately or replaced with an empty dumpster. The builder is responsible for cleaning up debris onsite and on adjacent properties.

27. Construction parking on East Point Douglas Road is prohibited.

Passed this 18th day of February 2026.

_____
Myron Bailey, Mayor

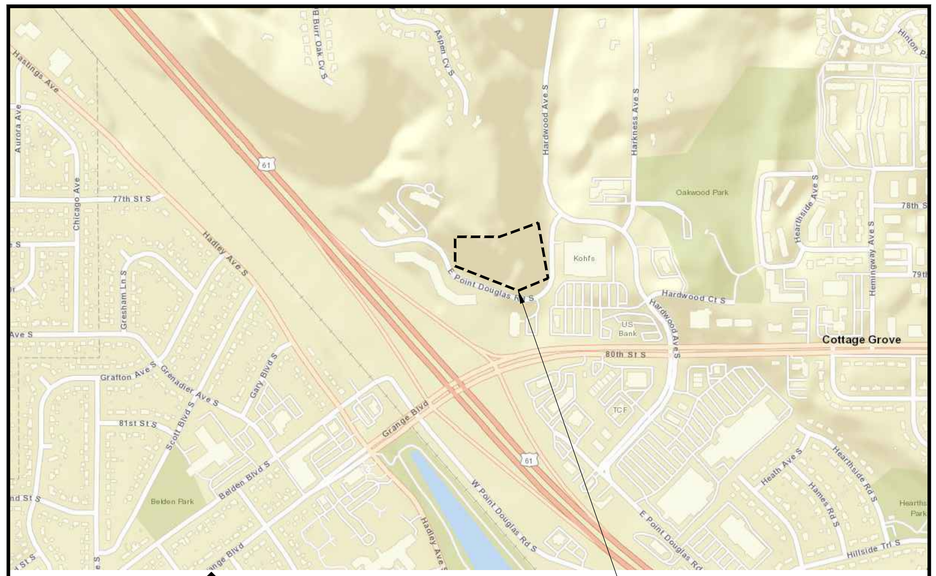
Attest:

_____
Tamara Anderson, City Clerk

DOUGLAS ROAD MULTIFAMILY

COTTAGE GROVE, MINNESOTA

ISSUED FOR: CITY RESUBMITTAL



PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ANDERS MELBY 612-615-0060 AMELBY@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	PATRICK SARVER 612-615-0060 PSARVER@CIVILSITEGROUP.COM
DEVELOPER	BLACK TREE LLC, DBA YELLOW TREE DEVELOPMENT 1834 EAST 38TH STREET MINNEAPOLIS, MN 55407	ROBB LUBENOW 612-275-7210
PROPERTY OWNER	EAST POINT APARTMENTS LLC 1834 EAST 38TH STREET MINNEAPOLIS, MN 55407	ROBB LUBENOW 612-275-7210
ARCHITECT	COLLAGE ARCHICTECTS 708 15TH AVE NE MINNEAPOLIS, MN 55413	PETE KEELY 612-720-9552 PKEELY@COLLAGEARCH.COM
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	BRAUN INTERTEC 11001 HAMPSHIRE AVE S BLOOMINGTON, MN 55348	952-995-2000

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
3. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
4. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.
5. CIVIL SITE GROUP SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY COSTS ARISING OUT OF THE CLIENTS DECISION TO OBTAIN BIDS OR PROCEED WITH CONSTRUCTION BEFORE CIVIL SITE GROUP HAS ISSUED FINAL, FULLY-APPROVED PLANS AND SPECIFICATIONS. THE CLIENT ACKNOWLEDGES THAT ALL PRELIMINARY PLANS ARE SUBJECT TO SUBSTANTIAL REVISION UNTIL PLANS ARE FULLY APPROVED AND ALL PERMITS ARE OBTAINED.

GENERAL SURVEY NOTES

1. BEARINGS ARE BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (1986 ADJUSTMENT).
2. ELEVATIONS ARE BASED ON THE NGVD 29 DATUM. SITE BENCHMARK IS THE TOP NUT OF THE FIRE HYDRANT LOCATED ON THE WEST SIDE OF EAST POINT DOUGLAS ROAD SOUTH, APPROXIMATELY 169 FEET SOUTHEAST FROM THE NORTHEAST CORNER OF THE SUBJECT PROPERTY, AS SHOWN HEREON. ELEVATION = 819.23.

811 Know what's below. Call before you dig.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C0.1	PROJECT NOTES
C1.0	REMOVALS PLAN
C1.1	TREE PRESERVATION PLAN
C1.2	TREE PRESERVATION PLAN
C1.3	TREE PRESERVATION PLAN
C2.0	SITE PLAN
C2.1	TURNING MOVEMENT
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
C5.2	CIVIL DETAILS
C5.3	CIVIL DETAILS
C5.4	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN NOTES & DETAILS
LT1.0	LIGHTING PLAN
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE
SW1.4	SWPPP - ATTACHMENTS
SW1.5	SWPPP - ATTACHMENTS

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25127

REVISION SUMMARY

DATE	DESCRIPTION

TITLE SHEET

C0.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CITY OF COTTAGE GROVE REMOVAL NOTES:

1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

CITY OF COTTAGE GROVE STANDARD SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION SHALL GOVERN FOR ALL IMPROVEMENTS WITHIN RIGHT-OF-WAY OR PUBLIC EASEMENT.

SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
10. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
11. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
13. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
14. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
15. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
16. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
17. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
18. CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. **CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES. CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.**

CITY OF COTTAGE GROVE SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC SITE NOTES.

OPERATIONAL NOTES	
SNOW REMOVAL	ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE.
TRASH REMOVAL	TRASH SHALL BE PLACED IN INTERIOR SOLID WASTE COLLECTION POINT, MOVED TO OUTSIDE OF GARAGE DOOR LOCATION ON COLLECTION DAY AND REMOVED BY COMMERCIAL CO.
DELIVERIES	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS).

GENERAL GRADING NOTES:

1. **CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR AQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
8. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
9. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
10. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
11. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
13. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
14. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
15. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
16. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
17. TOLERANCES
    - 17.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
    - 17.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
18. MAINTENANCE
    - 18.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
    - 18.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
    - 18.3. WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

CITY OF COTTAGE GROVE GRADING NOTES:

1. POST CONSTRUCTION INFILTRATION TESTING IS REQUIRED BY THE CITY OF COTTAGE GROVE. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL FIRM TO COMPLETED DOUBLE RING INFILTROMETER TESTING. INFILTRATION RATES TO BE BETWEEN 3.2-8.3 IN/HR.
2. CONTRACTOR SHALL NOT EXCAVATE INFILTRATION SYSTEMS TO FINAL GRADE, OR WITHIN 3 FEET OF FINAL GRADE, UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED UNLESS THEY PROVIDE RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS TO KEEP SEDIMENT AND RUNOFF COMPLETELY AWAY FROM THE INFILTRATION AREA.
3. WHEN EXCAVATING THE INFILTRATION SYSTEM TO WITHIN 3 FEET OF FINAL GRADE, CONTRACTOR SHALL STAKE OFF AND MARK THE AREA SO HEAVE CONSTRUCTION VEHICLES OR EQUIPMENT DO NOT COMPACT THE SOIL IN THE INFILTRATION AREA.

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
13. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
14. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
15. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
16. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
17. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
18. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
19. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
20. CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
21. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
22. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
23. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
24. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
25. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

CITY OF COTTAGE GROVE UTILITY NOTES:

1. PROVIDE MINIMUM 24" SEPARATION BETWEEN WATER MAIN AND ALL OTHER UTILITIES.

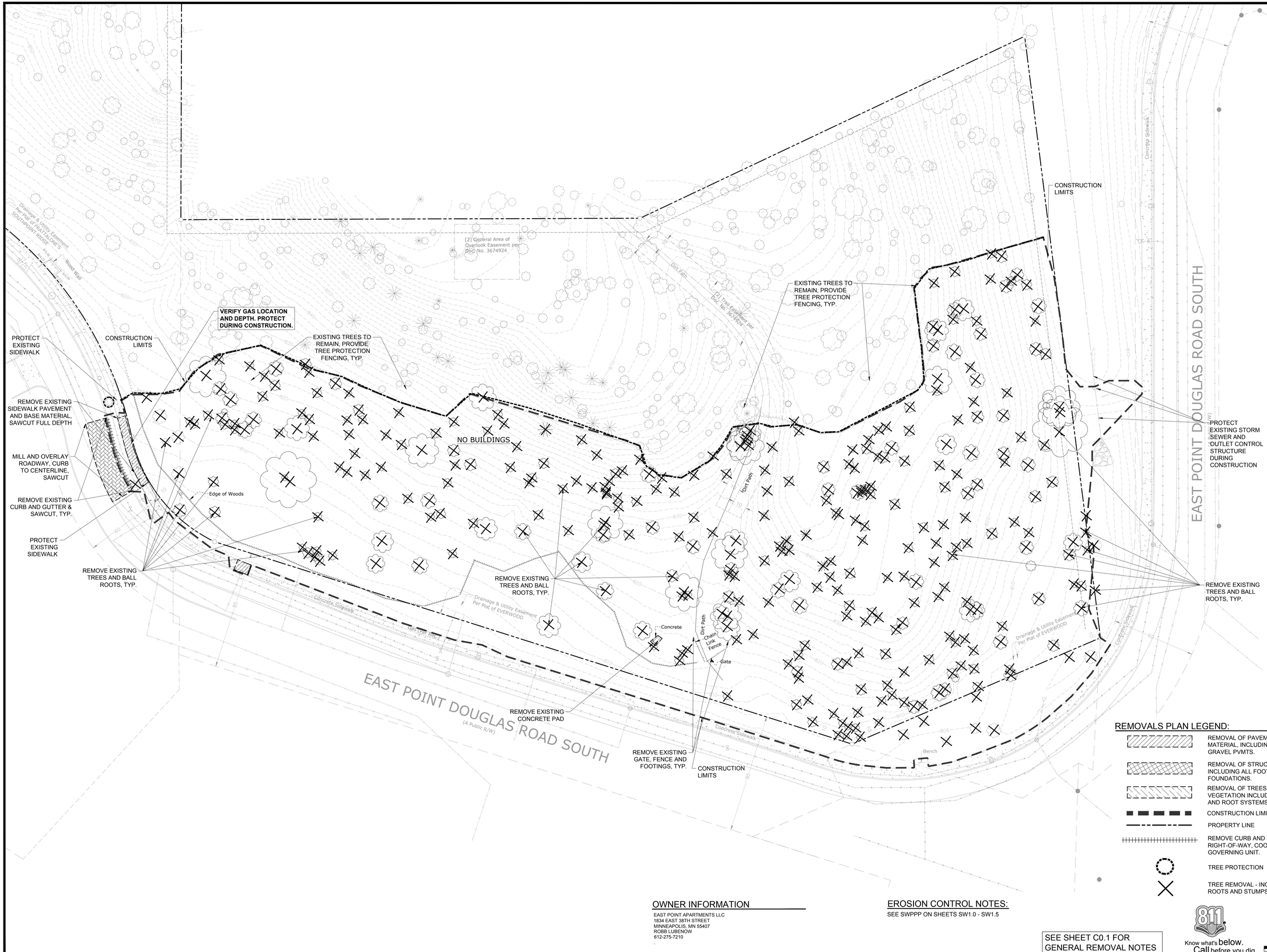
Know what's **below.** Call before you dig.

LANDSCAPE NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. REFERENCE MULCH SCHEDULE FOR MULCH MATERIALS AND LOCATIONS.
3. ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
4. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
5. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
6. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
7. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
8. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
9. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
10. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
11. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
13. SEE SHEET L1.1 IRRIGATION DIAGRAM FOR EXTENDS OF IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND AS SEEN ON IRRIGATION DIAGRAM.
14. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

IRRIGATION NOTES:

1. SEE SHEET L1.1 FOR IRRIGATION DIAGRAM. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. SEE SHEET L1.1 IRRIGATION DIAGRAM FOR IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND AS SEEN ON IRRIGATION DIAGRAM.
3. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
4. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
5. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
6. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
7. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
8. IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
9. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
10. ALL LAT



REMOVALS PLAN LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

OWNER INFORMATION

EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET
MINNEAPOLIS, MN 55407
ROBB LUBENOW
612-275-7210

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.5

SEE SHEET C0.1 FOR GENERAL REMOVAL NOTES

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
EAST POINT DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

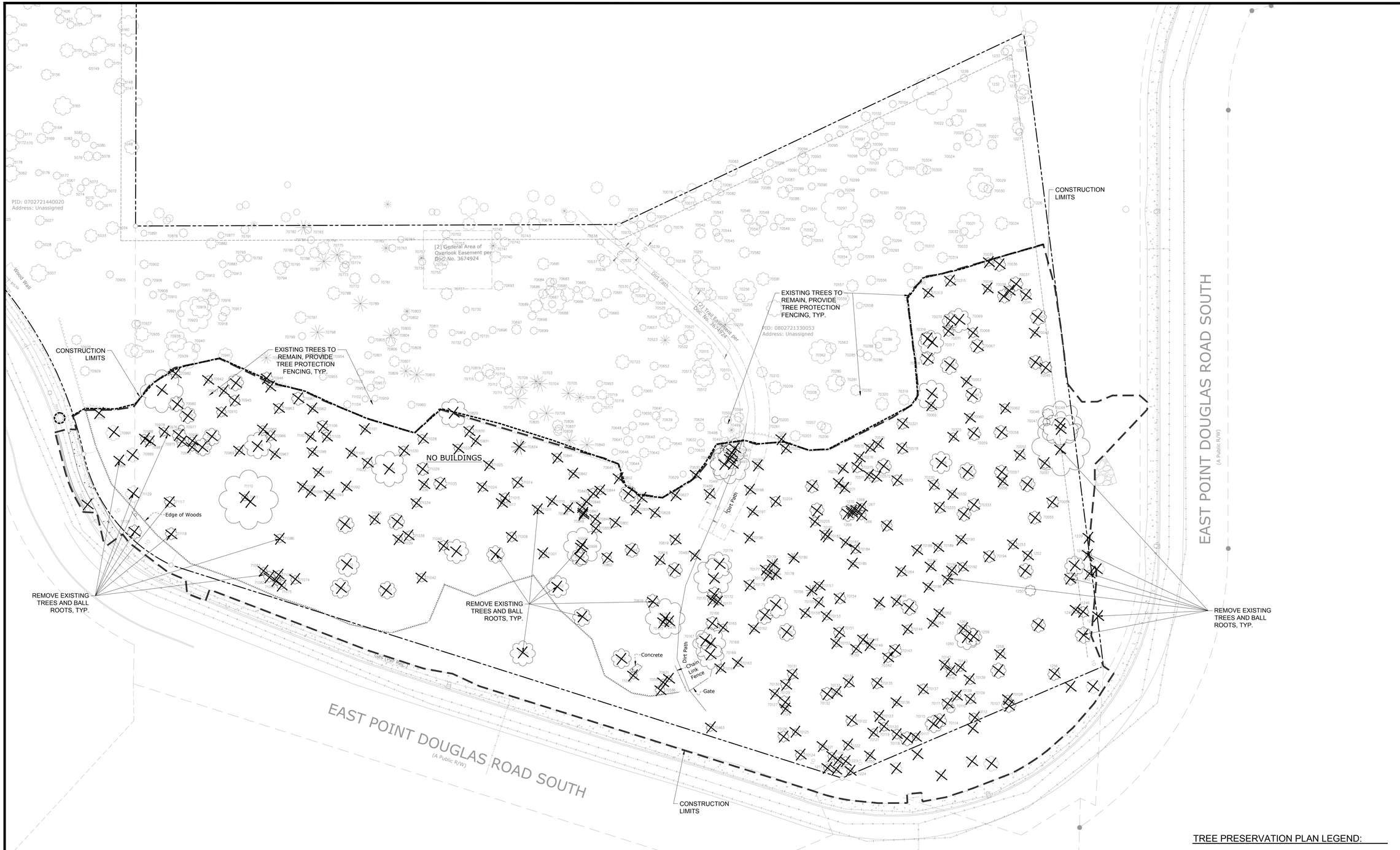
REVISION SUMMARY

DATE	DESCRIPTION

REMOVALS PLAN

C1.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



TREE PRESERVATION PLAN LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ° Surveying ° Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

TREE PRESERVATION PLAN

C1.1

© COPYRIGHT 2025 CIVIL SITE GROUP, INC.

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
1217	TRD	6	ASH	X	NON-QUALIFYING
1218	TRD	14	ASH	X	NON-QUALIFYING
1219	TRD	7	ASH	X	NON-QUALIFYING
1220	TRD	6	ASH	X	NON-QUALIFYING
1221	TRD	6	BUCKTHORN	X	INVASIVE
1222	TRD	8	ASH	X	NON-QUALIFYING
1223	TRD	8	ASH	X	NON-QUALIFYING
1224	TRD	6	ASH	X	NON-QUALIFYING
1226	TRD	10	HOPHORNBEAM		
1227	TRD	7	ASH		NON-QUALIFYING
1228	TRD	11	CHERRY		
1229	TRD	14	ASH		NON-QUALIFYING
1230	TRD	10	ASH		NON-QUALIFYING
1231	TRD	12	HACKBERRY		
1232	TRD	16	ASH		NON-QUALIFYING
1233	TRD	7	ASH		NON-QUALIFYING
1234	TRD	10	BASSWOOD		
1235	TRD	8	ASH		NON-QUALIFYING
1238	TRD	7	BITTERNUT		
1239	TRD	7	BOXELDER	X	
1240	TRD	6	BOXELDER	X	
1242	TRD	6	ASH	X	NON-QUALIFYING
1243	TRD	18	HACKBERRY	X	
1244	TRD	12	HACKBERRY	X	
1245	TRD	6	BOXELDER	X	
1246	TRD	10	ELM	X	NON-QUALIFYING
1248	TRD	15	ASH	X	NON-QUALIFYING
1249	TRD	13	WALNUT	X	
1250	TRD	10	HACKBERRY	X	
1251	TRD	14	WALNUT	X	
1252	TRD	8	ASH	X	NON-QUALIFYING
1253	TRD	8	ASH	X	NON-QUALIFYING
1256	TRD	11	HACKBERRY	X	
1257	TRD	14	HACKBERRY	X	
1258	TRD	8	HACKBERRY	X	
1259	TRD	16	HACKBERRY	X	
1260	TRD	22	OAK	X	
1261	TRD	7	BUCKTHORN	X	INVASIVE
1262	TRD	7	BUCKTHORN	X	INVASIVE
1263	TRD	6	PERSIMMON	X	
1264	TRD	8	ASH	X	NON-QUALIFYING
1265	TRD	10	HOPHORNBEAM	X	
1266	TRD	9	ASH	X	NON-QUALIFYING
1267	TRD	7	BUCKTHORN	X	INVASIVE
1268	TRD	10	OAK	X	
1269	TRD	15	CHERRY	X	
1270	TRD	7	ELM	X	NON-QUALIFYING
1271	TRD	6	BUCKTHORN	X	INVASIVE
1272	TRD	8	HOPHORNBEAM	X	
1273	TRD	12	ASH	X	NON-QUALIFYING
1274	TRD	13	COTTONWOOD	X	
70021	TRD	36	OAK		
70022	TRD	7	HACKBERRY		
70023	TRD	11	HICKORY		
70024	TRD	7	ELM		NON-QUALIFYING
70025	TRD	7	ELM		NON-QUALIFYING
70026	TRD	17	IRONWOOD		
70027	TRD	9	ASH		NON-QUALIFYING
70028	TRD	24	COTTONWOOD		
70029	TRD	9	HICKORY		
70030	TRD	8	HACKBERRY		
70031	TRD	24	COTTONWOOD		
70032	TRD	7	ELM		NON-QUALIFYING
70033	TRD	7	ELM		DEAD
70034	TRD	12	OAK		
70035	TRD	8	HACKBERRY	X	
70036	TRD	12	CHERRY	X	
70037	TRD	13	HICKORY	X	
70038	TRD	9	HACKBERRY	X	
70039	TRD	13	CHERRY	X	
70040	TRD	7	IRONWOOD	X	
70041	TRD	10	ASH	X	NON-QUALIFYING
70042	TRD	15	ASH	X	NON-QUALIFYING
70043	TRD	6	HICKORY	X	
70044	TRD	13	ELM	X	NON-QUALIFYING
70045	TRD	11	COTTONWOOD	X	
70046	TRD	10	BOXELDER	X	
70047	TRD	7	ELM	X	NON-QUALIFYING
70048	TRD	40	COTTONWOOD	X	
70049	TRD	32	COTTONWOOD	X	
70050	TRD	53	COTTONWOOD	X	
70051	TRD	8	ELM	X	NON-QUALIFYING
70052	TRD	9	ELM	X	NON-QUALIFYING
70053	TRD	14	HICKORY	X	
70054	TRD	11	COTTONWOOD	X	
70055	TRD	12	HACKBERRY	X	
70056	TRD	7	HICKORY	X	
70057	TRD	13	WALNUT	X	
70058	TRD	13	ELM	X	NON-QUALIFYING
70059	TRD	12	ASH	X	NON-QUALIFYING
70060	TRD	6	BOXELDER	X	
70061	TRD	15	OAK	X	
70062	TRD	8	BOXELDER	X	
70063	TRD	6	IRONWOOD	X	
70064	TRD	28	OAK	X	
70065	TRD	6	ELM	X	NON-QUALIFYING
70066	TRD	16	OAK	X	
70067	TRD	13	HACKBERRY	X	
70068	TRD	9	ELM	X	NON-QUALIFYING
70069	TRD	22	OAK	X	
70070	TRD	15	COTTONWOOD	X	
70071	TRD	10	ELM	X	NON-QUALIFYING
70072	TRD	26	COTTONWOOD		
70073	TRD	9	CHERRY		
70074	TRD	7	CHERRY		
70075	TRD	9	HICKORY		
70076	TRD	7	ELM		NON-QUALIFYING

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
70077	TRD	13	CHERRY		
70078	TRD	11	OAK		
70080	TRD	8	ELM		NON-QUALIFYING
70081	TRD	9	CHERRY		
70082	TRD	6	ELM		NON-QUALIFYING
70084	TRD	11	ASH		NON-QUALIFYING
70085	TRD	8	ASH		NON-QUALIFYING
70086	TRD	7	HICKORY		
70087	TRD	6	ASH		NON-QUALIFYING
70088	TRD	11	ASH		NON-QUALIFYING
70089	TRD	7	ASH		NON-QUALIFYING
70090	TRD	7	ASH		NON-QUALIFYING
70091	TRD	10	HICKORY		
70092	TRD	8	ASH		NON-QUALIFYING
70093	TRD	11	HICKORY		
70094	TRD	6	ASH		NON-QUALIFYING
70095	TRD	7	HICKORY		
70096	TRD	6	HICKORY		
70097	TRD	17	HICKORY		
70098	TRD	8	BASSWOOD		
70099	TRD	6	HICKORY		
70100	TRD	10	HICKORY		
70101	TRD	7	HICKORY		
70102	TRD	9	HICKORY		
70103	TRD	12	HICKORY		
70104	TRD	7	HICKORY		
70107	TRD	13	ELM	X	NON-QUALIFYING
70108	TRD	7	ELM	X	NON-QUALIFYING
70109	TRD	9	CHERRY	X	
70110	TRD	8	ELM	X	NON-QUALIFYING
70111	TRD	10	ASH	X	NON-QUALIFYING
70112	TRD	9	BOXELDER	X	
70114	TRD	13	ASH	X	NON-QUALIFYING
70115	TRD	16	CHERRY	X	
70117	TRD	7	ELM	X	NON-QUALIFYING
70118	TRD	13	ELM	X	NON-QUALIFYING
70119	TRD	9	CHERRY	X	
70120	TRD	8	ASH	X	NON-QUALIFYING
70121	TRD	7	ASH	X	NON-QUALIFYING
70122	TRD	10	ASH	X	NON-QUALIFYING
70123	TRD	8	CHERRY	X	
70124	TRD	9	HACKBERRY	X	
70125	TRD	6	ASH	X	NON-QUALIFYING
70126	TRD	10	ASH	X	NON-QUALIFYING
70127	TRD	11	HACKBERRY	X	
70128	TRD	6	ASH	X	NON-QUALIFYING
70129	TRD	7	BUCKTHORN	X	INVASIVE
70130	TRD	9	HACKBERRY	X	
70131	TRD	9	CHERRY	X	
70132	TRD	12	HACKBERRY	X	
70133	TRD	6	BUCKTHORN	X	INVASIVE
70134	TRD	8	ASH	X	NON-QUALIFYING
70135	TRD	10	BUCKTHORN	X	INVASIVE
70136	TRD	6	BUCKTHORN	X	INVASIVE
70137	TRD	9	CHERRY	X	
70138	TRD	8	ELM	X	NON-QUALIFYING
70139	TRD	8	HACKBERRY	X	
70140	TRD	7	BUCKTHORN	X	INVASIVE
70141	TRD	8	ASH	X	NON-QUALIFYING
70142	TRD	8	ASH	X	NON-QUALIFYING
70143	TRD	22	ASH	X	NON-QUALIFYING
70144	TRD	8	BOXELDER	X	
70145	TRD	15	ASH	X	NON-QUALIFYING
70146	TRD	7	BOXELDER	X	
70147	TRD	6	BUCKTHORN	X	INVASIVE
70148	TRD	9	ASH	X	NON-QUALIFYING
70149	TRD	6	ASH	X	NON-QUALIFYING
70150	TRD	7	ASH	X	NON-QUALIFYING
70151	TRD	10	ASH	X	NON-QUALIFYING
70152	TRD	7	BUCKTHORN	X	INVASIVE
70153	TRD	7	BUCKTHORN	X	INVASIVE
70154	TRD	10	ASH	X	NON-QUALIFYING
70155	TRD	7	CHERRY	X	
70156	TRC	10	PINE	X	
70157	TRD	7	BOXELDER	X	
70158	TRD	16	ASH	X	NON-QUALIFYING
70159	TRD	21	COTTONWOOD	X	
70160	TRD	16	MAPLE	X	
70161	TRD	15	WALNUT	X	
70162	TRD	6	ELM	X	NON-QUALIFYING
70163	TRD	6	HACKBERRY	X	
70164	TRD	7	ELM	X	NON-QUALIFYING
70165	TRD	7	ELM	X	NON-QUALIFYING
70166	TRD	12	ASH	X	NON-QUALIFYING
70167	TRD	16	ELM	X	NON-QUALIFYING
70168	TRD	30	COTTONWOOD	X	
70169	TRD	24	COTTONWOOD	X	
70170	TRD	8	BOXELDER	X	
70171	TRD	7	ELM	X	NON-QUALIFYING
70172	TRD	13	ELM	X	NON-QUALIFYING
70173	TRD	35	COTTONWOOD	X	
70174	TRD	24	COTTONWOOD	X	
70175	TRD	9	BOXELDER	X	
70176	TRD	6	BOXELDER	X	
70177	TRD	8	BOXELDER	X	DEAD
70178	TRC	10	CEDAR	X	
70179	TRC	9	CEDAR	X	
70180	TRC	8	CEDAR	X	
70181	TRD	8	OAK	X	
70182	TRD	6	BUCKTHORN	X	INVASIVE
70183	TRD	6	BUCKTHORN	X	INVASIVE
70184	TRD	8	BOXELDER	X	
70185	TRD	6	ASH	X	NON-QUALIFYING
70186	TRD	6	BOXELDER	X	
70187	TRD	6	BOXELDER	X	
70188	TRD	8	BOXELDER	X	
70189	TRD	7	COTTONWOOD	X	

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
70190	TRD	8	CHERRY	X	
70191	TRD	8	BOXELDER	X	
70192	TRD	8	HACKBERRY	X	
70193	TRD	7	BUCKTHORN	X	INVASIVE
70194	TRD	11	ASH	X	NON-QUALIFYING
70196	TRD	6	ELM	X	NON-QUALIFYING
70197	TRD	6	ELM	X	NON-QUALIFYING
70198	TRD	7	ELM	X	NON-QUALIFYING
70199	TRD	6	ELM	X	NON-QUALIFYING
70200	TRD	6	ELM		NON-QUALIFYING
70201	TRD	6	ASH	X	NON-QUALIFYING
70202	TRD	8	HICKORY	X	
70203	TRD	10	ASH		NON-QUALIFYING
70204	TRD	9	ASH	X	NON-QUALIFYING
70205	TRD	8	BUCKTHORN	X	INVASIVE
70206	TRD	10	ASH		NON-QUALIFYING
70207	TRD	8	HICKORY		
70208	TRD	15	OAK		INVASIVE
70209	TRD	12	CHERRY		
70210	TRD	10	OAK		INVASIVE
70229	TRC	13	CEDAR		
70232	TRD	11	ASH		NON-QUALIFYING
70233	TRD	21	COTTONWOOD		
70238	TRD	8	ASH		NON-QUALIFYING
70239	TRD	9	ELM		NON-QUALIFYING
70251	TRD	8	ELM		NON-QUALIFYING
70253	TRD	15	OAK		
70255	TRD	8	ELM		NON-QUALIFYING
70256	TRD	21	OAK		
70257	TRD	6	ELM		NON-QUALIFYING
70261	TRD	6	ELM		NON-QUALIFYING
70274	TRD	6	BUCKTHORN	X	INVASIVE
70275	TRD	10	ASH	X	NON-QUALIFYING
70276	TRD	6	CHERRY	X	
70280	TRD	16	OAK		
70281	TRD	9	ELM		NON-QUALIFYING
70282	TRD	10	ASH		NON-QUALIFYING
70285	TRD	7	HICKORY		
70286	TRD	8	HICKORY		
70288	TRD	6	ELM		NON-QUALIFYING
70289	TRD	25	COTTONWOOD		
70293	TRD	6	ELM		NON-QUALIFYING
70294	TRD	8	ELM		NON-QUALIFYING
70295	TRD	13	OAK		
70296	TRD	24	OAK		
70297	TRD	33	OAK		
70298	TRD	6	ASH		NON-QUALIFYING
70299	TRD	7	CHERRY		
70300	TRD	8	HICKORY		
70301	TRD	8	HICKORY		
70302	TRD	7	HICKORY		
70303	TRD	16	OAK		
70304	TRD	11	HICKORY		
70305	TRD	8	HICKORY		
70308	TRD	21	OAK		
70309	TRD	7	BOXELDER		
70310	TRD	9	HACKBERRY		
70311	TRD	9	HACKBERRY		
70312	TRD	8	BOXELDER		
70313	TRD	8	HICKORY	X	
70314	TRD	10	BOXELDER		
70315	TRD	10	HICKORY	X	
70316	TRD	13	OAK	X	
70317	TRD	23	COTTONWOOD	X	
70318	TRD	13	ELM	X	NON-QUALIFYING
70319	TRD	10	CHERRY		
70320	TRD	12	ASH		DEAD
70321	TRD	10	ASH	X	NON-QUALIFYING
70325	TRD	7	BOXELDER	X	
70328	TRD	20	OAK	X	
70329	TRD	16	HACKBERRY	X	
70330	TRD	9	HICKORY	X	
70332	TRD	7	CHERRY	X	
70333	TRD	12	CHERRY	X	
70334	TRD	13	BOXELDER	X	
70335	TRD	10	BOXELDER	X	
70342	TRD	9	BUCKTHORN	X	INVASIVE
70350	TRD	6	ASH	X	NON-QUALIFYING
70463	TRD	7	BLACK WALNUT	X	
70474	TRD	7	BOXELDER	X	
70475	TRD	7	BOXELDER	X	
70476	TRD	36	COTTONWOOD	X	
70481	TRD	14	OAK	X	
70483	TRD	6	COTTONWOOD	X	
70488	TRD	9	ASH	X	NON-QUALIFYING
70490	TRD	26	COTTONWOOD	X	
70491	TRD	36	COTTONWOOD	X	
70493	TRD	7	OAK	X	
70494	TRD	23	COTTONWOOD	X	
70495	TRD	9	ELM	X	NON-QUALIFYING
70496	TRD	21	COTTONWOOD	X	
70497	TRC	6	CEDAR	X	
70498	TRD	24	COTTONWOOD		
70499	TRC	6	CEDAR		
70502	TRD	7	HICKORY	X	
70504	TRD	9	OAK		
70510	TRD	6	ASH		NON-QUALIFYING
70512	TRD	20	OAK		
70513	TRD	18	OAK		
70515	TRD	17	OAK		
70521	TRD	10	OAK		
70522	TRD	9	OAK		
70523	TRC	9	CEDAR		
70524	TRD	14	OAK		
70525	TRD	15	OAK		
70528	TRD	7	HICKORY		
70529	TRD	16	OAK		

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
70530	TRD	10	BASSWOOD		
70532	TRD	22	OAK		
70536	TRD	11	OAK		
70537	TRD	7	ELM		NON-QUALIFYING
70538	TRD	6	ELM		NON-QUALIFYING
70542	TRD	10	OAK		
70543	TRD	10	ASPEN		
70544	TRD	7	ELM		NON-QUALIFYING
70545	TRD	8	ELM		NON-QUALIFYING
70546	TRD	9	CHERRY		
70547	TRD	12	ELM		NON-QUALIFYING
70548	TRD	11	ELM		NON-QUALIFYING
70549	TRD	7	ELM		NON-QUALIFYING
70550	TRD	10	ELM		NON-QUALIFYING
70551	TRD	6	ASH		NON-QUALIFYING
70552	TRD	15	OAK		
70553	TRD	10	ELM		NON-QUALIFYING
70554	TRD	17	OAK		
70555	TRD	6	HICKORY		
70556	TRD	9	CHERRY		
70557	TRD	11	CHERRY		
70558	TRD	6	ASH		NON-QUALIFYING
70559	TRD	14	ASH		NON-QUALIFYING
70562	TRD	22	OAK		
70563	TRD	10	HICKORY		
70571	TRD	6	ASH	X	NON-QUALIFYING
70572	TRD	11	ASH	X	NON-QUALIFYING
70573	TRD	10	ASH	X	NON-QUALIFYING
70574	TRD	14	ASH	X	NON-QUALIFYING
70575	TRD	7	ASH	X	NON-QUALIFYING
70576	TRD	6	ASH	X	NON-QUALIFYING
70578	TRD	10	BOXELDER	X	
70580	TRD	15	ASH		NON-QUALIFYING
70581	TRD	12	ELM		NON-QUALIFYING
70582	TRD	10	HACKBERRY		
70586	TRD	9	ASH	X	NON-QUALIFYING
70587	TRD	6	ASH	X	NON-QUALIFYING
70605	TRD	23	MAPLE	X	
70610	TRD	20	WALNUT	X	
70611	TRD	17	ASH	X	NON-QUALIFYING
70612	TRD	18	ASH	X	NON-QUALIFYING
70616	TRD	12	BUCKTHORN	X	INVASIVE
70618	TRD	8	ELM	X	NON-QUALIFYING
70619	TRD	9	HICKORY	X	
70621	TRD	6	ASH	X	NON-QUALIFYING
70627	TRD	6	ASH	X	NON-QUALIFYING
70628	TRD	8	ASH	X	NON-QUALIFYING
70629	TRD	6	BUCKTHORN		INVASIVE
70630	TRD	7	CHERRY	X	
70632	TRD	7	ASH		NON-QUALIFYING
70633	TRD	6	CHERRY		
70634	TRD	8	ASH		NON-QUALIFYING
70639	TRD	20	OAK		
70640	TRD	12	ELM		NON-QUALIFYING
70641	TRD	8	ASH		NON-QUALIFYING
70642	TRD	9	ELM		NON-QUALIFYING
70643	TRD	6	ASH		NON-QUALIFYING
70644	TRD	15	ASH		NON-QUALIFYING
70645	TRD	8	ASH		NON-QUALIFYING
70646	TRD	6	ASH		NON-QUALIFYING
70647	TRD	9	CHERRY		DEAD
70648	TRD	7	ASH		NON-QUALIFYING
70649	TRD	8	ASH		NON-QUALIFYING
70650	TRD	7	ASH		NON-QUALIFYING
70651	TRD	10	CHERRY		
70652	TRD	12	ASH		NON-QUALIFYING
70653	TRD	8	ASH		NON-QUALIFYING
70657	TRD	6	ASH		NON-QUALIFYING
70660	TRD	9	ASH		NON-QUALIFYING
70661	TRD	9	HACKBERRY		
70664	TRD	12	OAK		
70665	TRD	6	ASH		NON-QUALIFYING
70666	TRD	13	HICKORY		
70681	TRD	11	ASH		NON-QUALIFYING
70683	TRD	6	ELM		NON-QUALIFYING
70684	TRD	8	ELM		NON-QUALIFYING
70685	TRD	9	ELM		NON-QUALIFYING
70686	TRD	9	OAK		
70687	TRD	24	COTTONWOOD		
70688	TRD	16	ELM		NON-QUALIFYING
70689	TRD	12	OAK		
70693	TRD	9	ASH		NON-QUALIFYING
70696	TRD	7	ASH		NON-QUALIFYING
70697	TRD	9	ASH		NON-QUALIFYING
70698	TRD	8	HICKORY		
70699	TRD	7	ASH		NON-QUALIFYING
70703	TRC	12	CEDAR		
70704	TRC	14	CEDAR		
70705	TRC	24	CEDAR		
70706	TRC	9	CEDAR		
70708	TRC	14	CEDAR		
70709	TRC	12	CEDAR		
70710	TRC	17	CEDAR		
70711	TRD	8	ELM		NON-QUALIFYING
70712	TRD	12	ELM		NON-QUALIFYING
70713	TRD	9	ELM		NON-QUALIFYING
70714	TRD	12	ELM		NON-QUALIFYING
70715	TRD	9	ELM		NON-QUALIFYING
70717	TRD	10	BUCKTHORN		INVASIVE
70718	TRD	8	ASH		NON-QUALIFYING
70719	TRD	9	ASH		NON-QUALIFYING
70723	TRD	13	CHERRY		
70730	TRD	6	ASH		NON-QUALIFYING
70731	TRD	7	ELM		NON-QUALIFYING
70732	TRD	7	ELM		NON-QUALIFYING
70737	TRD	11	BUCKTHORN		INVASIVE
70740	TRD	11	CHERRY		

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/26/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25127

REVISION SUMMARY

DATE	DESCRIPTION

TREE PRESERVATION PLAN

C1.2

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
70741	TRC	7	CEDAR		
70742	TRD	9	ASH		NON-QUALIFYING
70743	TRD	7	ELM		NON-QUALIFYING
70745	TRD	6	ELM		NON-QUALIFYING
70752	TRD	8	ASH		NON-QUALIFYING
70753	TRD	11	CHERRY		
70754	TRD	8	ASH		NON-QUALIFYING
70755	TRD	13	CHERRY		
70756	TRD	7	ASPEN		
70757	TRC	6	CEDAR		
70761	TRD	8	HACKBERRY		
70762	TRC	8	CEDAR		
70763	TRD	7	ASPEN		
70764	TRD	6	ASPEN		
70771	TRD	12	ELM		NON-QUALIFYING
70772	TRD	10	ELM		NON-QUALIFYING
70773	TRD	9	ELM		NON-QUALIFYING
70774	TRD	7	ELM		NON-QUALIFYING
70775	TRC	13	CEDAR		
70776	TRD	12	ELM		NON-QUALIFYING
70782	TRC	13	CEDAR		
70783	TRD	7	ELM		NON-QUALIFYING
70784	TRD	7	ELM		NON-QUALIFYING
70785	TRD	9	ELM		NON-QUALIFYING
70786	TRD	10	ELM		NON-QUALIFYING
70787	TRC	13	CEDAR		
70788	TRD	12	WALNUT		
70789	TRC	14	CEDAR		
70791	TRD	8	ASH		NON-QUALIFYING
70792	TRD	7	ASH		NON-QUALIFYING
70793	TRD	7	ASH		NON-QUALIFYING
70794	TRD	12	WALNUT		
70795	TRD	6	ASH		NON-QUALIFYING
70797	TRD	11	HACKBERRY		
70798	TRC	13	CEDAR		
70799	TRD	7	ASH		NON-QUALIFYING
70800	TRD	6	ELM		NON-QUALIFYING
70801	TRD	7	BUCKTHORN		INVASIVE
70802	TRD	6	BUCKTHORN		INVASIVE
70803	TRC	6	CEDAR		
70804	TRC	14	CEDAR		
70805	TRD	6	BUCKTHORN		INVASIVE
70806	TRD	9	ELM		NON-QUALIFYING
70807	TRD	10	ELM		NON-QUALIFYING
70808	TRD	9	ELM		NON-QUALIFYING
70809	TRC	11	CEDAR		
70810	TRC	14	CEDAR		
70811	TRD	8	BUCKTHORN		INVASIVE
70812	TRD	6	BUCKTHORN		INVASIVE
70819	TRD	6	BUCKTHORN		INVASIVE
70829	TRD	26	ELM	X	NON-QUALIFYING
70830	TRD	9	HACKBERRY	X	
70831	TRD	6	HACKBERRY	X	
70834	TRC	14	CEDAR	X	
70835	TRD	8	CHERRY		
70836	TRD	10	ELM		NON-QUALIFYING
70837	TRD	8	ELM		NON-QUALIFYING
70838	TRD	8	ELM		NON-QUALIFYING
70839	TRC	13	CEDAR		
70840	TRC	13	CEDAR		
70841	TRD	8	ASH	X	NON-QUALIFYING
70842	TRD	7	BUCKTHORN	X	INVASIVE
70844	TRD	8	ELM	X	NON-QUALIFYING
70845	TRD	9	ELM	X	NON-QUALIFYING
70846	TRD	6	ELM	X	NON-QUALIFYING
70847	TRD	7	ELM	X	NON-QUALIFYING
70848	TRD	7	ELM	X	NON-QUALIFYING
70849	TRD	8	BOXELDER	X	
70850	TRD	8	ELM	X	NON-QUALIFYING
70851	TRD	8	ELM	X	NON-QUALIFYING
70852	TRD	6	ASH	X	NON-QUALIFYING
70853	TRD	16	ELM		NON-QUALIFYING
70855	TRD	7	CHERRY		
70856	TRD	7	ELM	X	NON-QUALIFYING
70859	TRD	13	ELM	X	NON-QUALIFYING
70860	TRD	9	BOXELDER	X	
70877	TRD	6	ASH		NON-QUALIFYING
70878	TRD	8	ASH		NON-QUALIFYING
70882	TRD	10	HACKBERRY		
70883	TRD	7	ASH		NON-QUALIFYING
70891	TRD	6	HACKBERRY		
70902	TRD	8	HACKBERRY		
70906	TRD	7	BOXELDER		
70908	TRD	7	ASH		NON-QUALIFYING
70910	TRD	6	HACKBERRY		
70911	TRD	6	COTTONWOOD		
70912	TRD	8	HACKBERRY		
70913	TRD	7	CHERRY		
70915	TRD	6	ASH		NON-QUALIFYING
70916	TRD	11	HACKBERRY		
70917	TRD	9	ASH		NON-QUALIFYING
70918	TRD	8	ASH		NON-QUALIFYING
70919	TRD	19	MAPLE		
70920	TRD	32	MAPLE		
70921	TRD	10	ELM		NON-QUALIFYING
70934	TRD	12	HACKBERRY		
70935	TRD	13	HACKBERRY		
70936	TRD	8	CHERRY		
70937	TRD	6	CHERRY		
70938	TRD	20	MAPLE		
70939	TRD	30	MAPLE		
70940	TRD	8	ELM		NON-QUALIFYING
70941	TRD	13	MAPLE		
70942	TRD	7	HACKBERRY	X	
70943	TRD	6	HACKBERRY	X	
70944	TRD	15	ELM	X	NON-QUALIFYING
70945	TRD	10	HACKBERRY	X	

TREE INVENTORY					
NO	TYPE	SIZE	SPECIES	REMOVED	NOTES
70946	TRD	11	CHERRY	X	
70947	TRD	6	BUCKTHORN	X	INVASIVE
70952	TRC	10	CEDAR		
70953	TRC	6	CEDAR		
70954	TRD	12	UNKNOWN		DEAD
70955	TRD	7	HACKBERRY		
70956	TRD	7	ASH		NON-QUALIFYING
70957	TRD	12	HACKBERRY		
70958	TRD	7	ASH		NON-QUALIFYING
70959	TRD	6	ASH		NON-QUALIFYING
70960	TRD	7	BOXELDER		
70961	TRD	12	HACKBERRY	X	
70962	TRD	6	BUCKTHORN	X	INVASIVE
70963	TRD	9	HACKBERRY	X	
70965	TRD	7	HACKBERRY	X	
70966	TRD	9	HACKBERRY	X	
70967	TRD	6	BOXELDER	X	
70968	TRD	24	OAK	X	
70969	TRD	7	HACKBERRY	X	
70970	TRD	9	HACKBERRY	X	
70971	TRD	16	BLACK WALNUT	X	
70972	TRD	16	ASH	X	NON-QUALIFYING
70973	TRD	7	HACKBERRY	X	
70974	TRD	7	HACKBERRY	X	
70975	TRD	9	HACKBERRY	X	
70976	TRD	13	ELM	X	NON-QUALIFYING
70977	TRD	6	HACKBERRY	X	
70978	TRD	8	HACKBERRY		
70979	TRD	15	MAPLE	X	
70980	TRD	14	MAPLE	X	
70981	TRD	39	MAPLE	X	
70982	TRD	9	HACKBERRY	X	
70987	TRD	9	ASH	X	NON-QUALIFYING
70988	TRD	7	HACKBERRY	X	
70993	TRD	6	BUCKTHORN		INVASIVE
70994	TRD	6	BUCKTHORN	X	INVASIVE
70995	TRD	6	BUCKTHORN	X	INVASIVE
70997	TRD	34	COTTONWOOD	X	
70998	TRD	9	ELM	X	NON-QUALIFYING
70999	TRD	16	ASH	X	NON-QUALIFYING
71001	TRD	7	MAPLE	X	
71002	TRD	16	HACKBERRY	X	
71008	TRD	9	ELM	X	NON-QUALIFYING
71010	TRD	6	BUCKTHORN	X	INVASIVE
71011	TRD	8	BOXELDER	X	
71014	TRD	10	BUCKTHORN	X	INVASIVE
71015	TRD	17	BOXELDER	X	
71017	TRD	6	BOXELDER	X	
71024	TRD	8	ASH	X	NON-QUALIFYING
71025	TRD	7	BOXELDER	X	
71026	TRD	7	BUCKTHORN		INVASIVE
71028	TRD	8	UNKNOWN	X	DEAD
71029	TRD	12	BOXELDER	X	
71030	TRD	9	BUCKTHORN	X	INVASIVE
71031	TRD	32	MAPLE	X	
71032	TRD	9	CHERRY	X	
71034	TRD	8	BUCKTHORN	X	INVASIVE
71035	TRD	12	BOXELDER	X	DEAD
71036	TRD	6	BUCKTHORN	X	INVASIVE
71037	TRD	15	CATALPA	X	
71038	TRD	9	HICKORY	X	
71039	TRD	7	BUCKTHORN	X	INVASIVE
71040	TRD	9	CHERRY	X	
71041	TRD	22	ELM	X	NON-QUALIFYING
71042	TRD	8	ELM	X	NON-QUALIFYING
71052	TRD	7	BOXELDER	X	
71067	TRD	16	ASH	X	NON-QUALIFYING
71071	TRD	18	ASH	X	NON-QUALIFYING
71072	TRD	21	ASH	X	NON-QUALIFYING
71074	TRD	8	ASH	X	NON-QUALIFYING
71075	TRD	9	CHERRY	X	
71080	TRD	8	HACKBERRY	X	
71081	TRD	8	BOXELDER	X	
71082	TRD	10	ASH	X	NON-QUALIFYING
71083	TRD	7	ELM	X	NON-QUALIFYING
71086	TRD	8	CATALPA	X	
71087	TRD	16	BOXELDER	X	
71088	TRD	8	ASH	X	NON-QUALIFYING
71092	TRD	6	ASH	X	NON-QUALIFYING
71093	TRD	7	HACKBERRY	X	
71095	TRD	6	BOXELDER	X	
71096	TRD	6	ASH	X	NON-QUALIFYING
71097	TRD	7	HACKBERRY	X	
71099	TRD	7	BOXELDER	X	
71100	TRD	6	BUCKTHORN	X	INVASIVE
71101	TRD	6	BUCKTHORN	X	INVASIVE
71102	TRD	6	BUCKTHORN		INVASIVE
71103	TRD	6	BUCKTHORN		INVASIVE
71104	TRD	7	BUCKTHORN		INVASIVE
71105	TRD	8	CHERRY	X	
71106	TRD	10	CHERRY	X	
71107	TRD	6	BOXELDER	X	DEAD
71110	TRD	54	MAPLE	X	
71111	TRD	6	HACKBERRY	X	
71117	TRD	10	BOXELDER	X	
71118	TRD	11	ELM	X	NON-QUALIFYING
71126	TRD	13	ELM	X	NON-QUALIFYING

TREE INVENTORY & REPLACEMENT CALCULATIONS	CAL. IN.
TOTAL QUALIFYING HEALTH CAL. IN. (SEE INVENTORY)	4023
PERMITTED TREES REMOVAL WITH NO REPLACEMENT OBLIGATION (40% OR LESS)	1609
PROPOSED QUALIFYING CAL. IN. REMOVAL	906
DELTA	-703
REPLACEMENT OBLIGATION (IF DELTA IS LESS THAN 0 THEN NO REPLACEMENT TREES REQUIRED)	0

EXISTING TREE COUNT SUMMARY		
ASH	140	22.19%
ASPEN	4	0.63%
BASSWOOD	3	0.48%
BITTERNUT	1	0.16%
BLACK WALNUT	2	0.32%
BOXELDER	46	7.29%
BUCKTHORN	47	7.45%
CATALPA	2	0.32%
CEDAR	31	4.91%
CHERRY	44	6.97%
COTTONWOOD	29	4.60%
ELM	109	17.12%
HACKBERRY	61	9.67%
HICKORY	39	6.18%
HOP-HORNBEAM	3	0.48%
IRONWOOD	3	0.48%
MAPLE	13	2.06%
OAK	44	6.97%
PERSIMMON	1	0.16%
PINE	1	0.16%
UNKNOWN	2	0.32%
WALNUT	7	1.11%
TOTAL	631	100.00%

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PJS
PROJECT NUMBER	25157

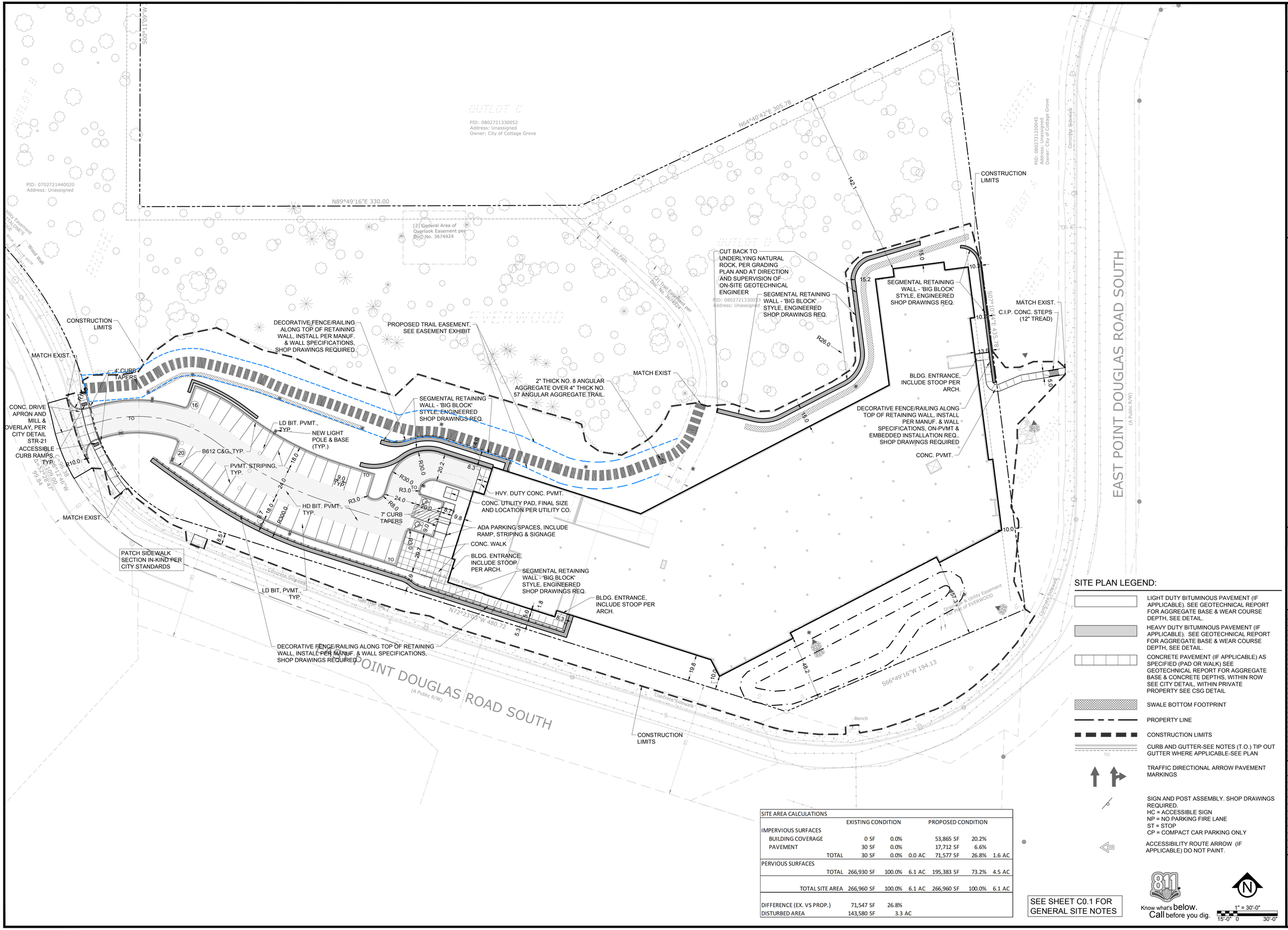
REVISION SUMMARY

DATE	DESCRIPTION

TREE PRESERVATION PLAN

C1.3

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



SITE AREA CALCULATIONS	EXISTING CONDITION			PROPOSED CONDITION		
IMPERVIOUS SURFACES						
BUILDING COVERAGE	0 SF	0.0%		53,865 SF	20.2%	
PAVEMENT	30 SF	0.0%		17,712 SF	6.6%	
TOTAL	30 SF	0.0%	0.0 AC	71,577 SF	26.8%	1.6 AC
PERVIOUS SURFACES						
TOTAL	266,930 SF	100.0%	6.1 AC	195,383 SF	73.2%	4.5 AC
TOTAL SITE AREA	266,960 SF	100.0%	6.1 AC	266,960 SF	100.0%	6.1 AC
DIFFERENCE (EX. VS PROP.)	71,547 SF	26.8%				
DISTURBED AREA	143,580 SF	3.3 AC				

SEE SHEET C0.1 FOR GENERAL SITE NOTES

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
- SWALE BOTTOM FOOTPRINT
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
  HC = ACCESSIBLE SIGN
  NP = NO PARKING FIRE LANE
  ST = STOP
  CP = COMPACT CAR PARKING ONLY
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

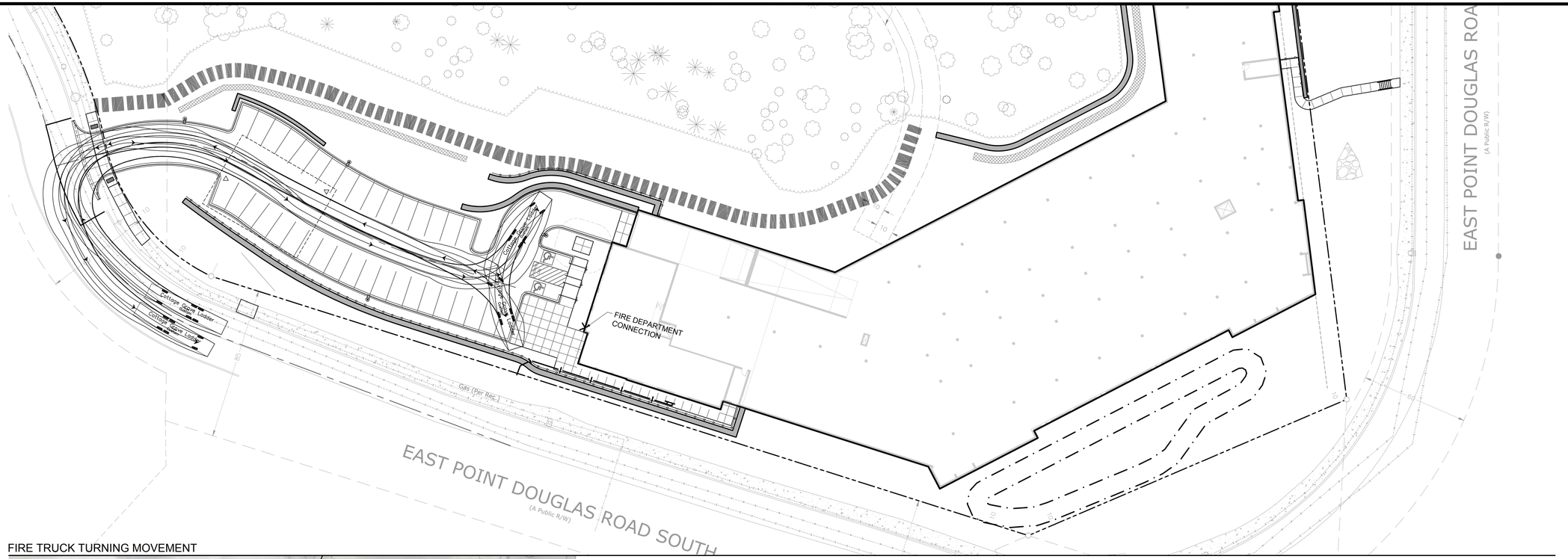
REVISION SUMMARY

DATE	DESCRIPTION

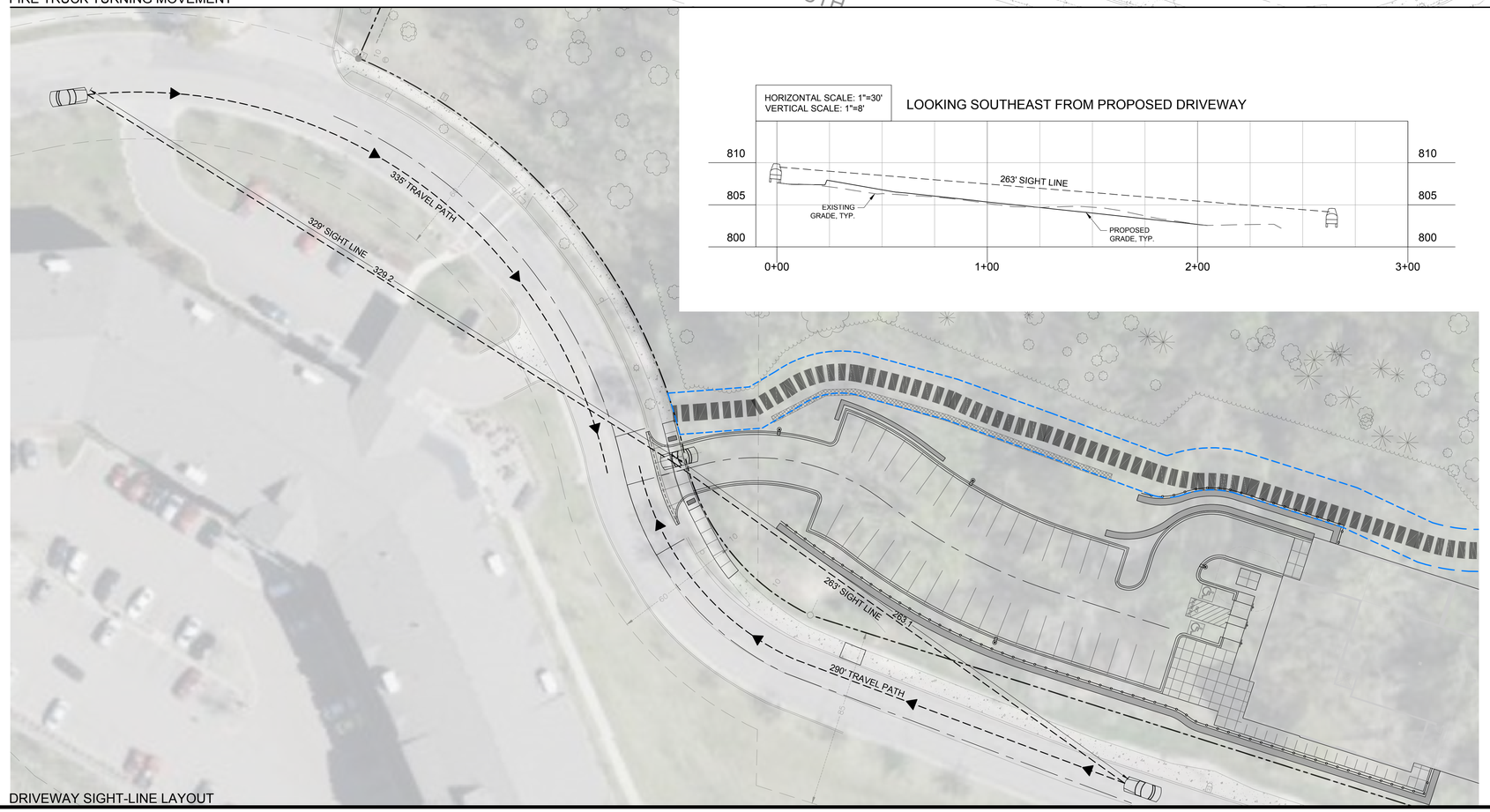
SITE PLAN

C2.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



FIRE TRUCK TURNING MOVEMENT



DRIVEWAY SIGHT-LINE LAYOUT

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=8'

LOOKING SOUTHEAST FROM PROPOSED DRIVEWAY

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

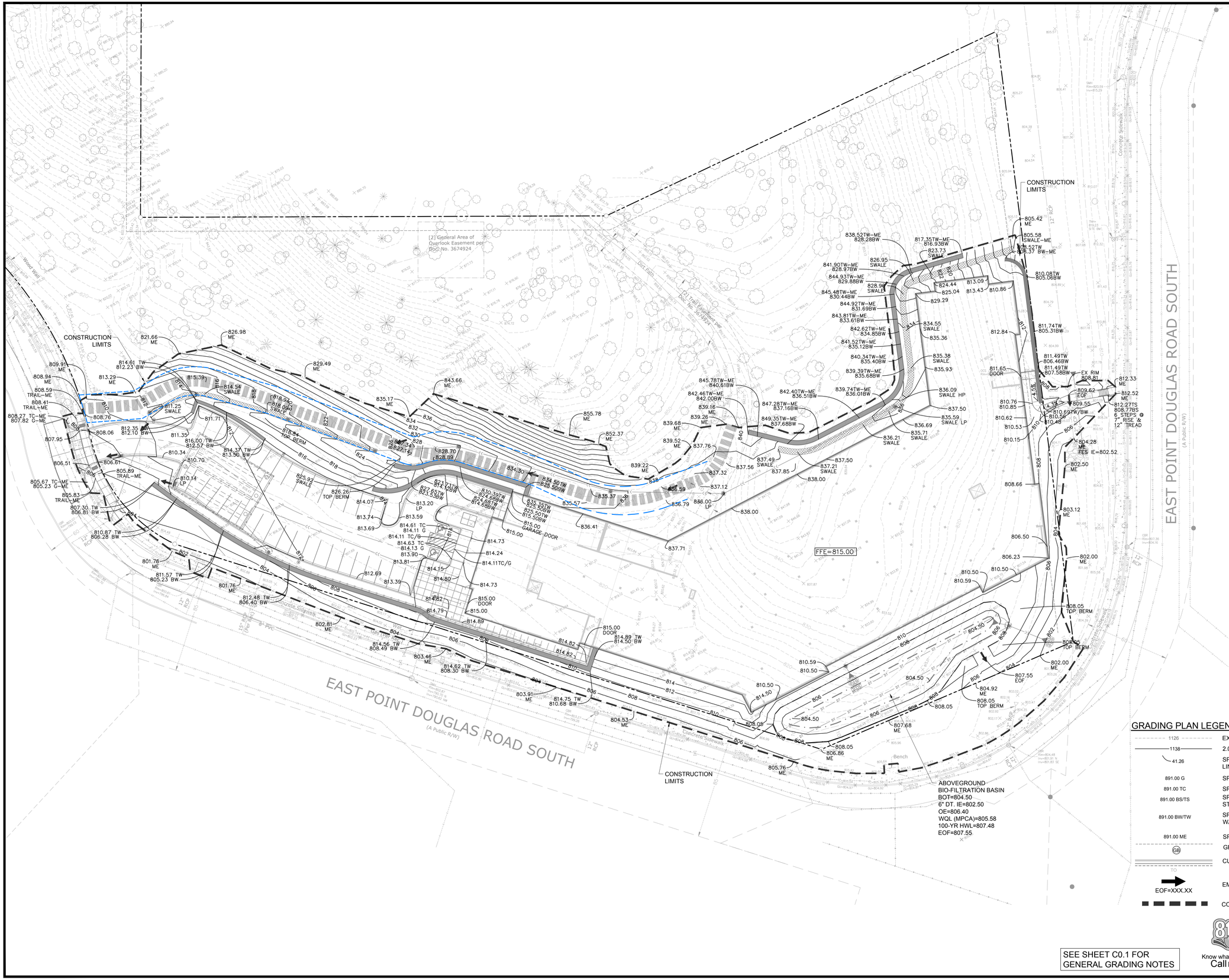
REVISION SUMMARY

DATE	DESCRIPTION

TURNING MOVEMENT & SITE-LINE LAYOUT

C2.1

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



GRADING PLAN LEGEND:

1126	EX. 2' CONTOUR ELEVATION INTERVAL
1138	2.0' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 G	SPOT GRADE ELEVATION GUTTER
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
891.00 BW/TW	SPOT GRADE ELEVATION BOTTOM OF WALL/TOP OF WALL
891.00 ME	SPOT GRADE ELEVATION MATCH EXISTING
GB	GRADE BREAK - HIGH POINTS
TO	CURB AND GUTTER (T.O = TIP OUT)
EOF=XXX.XX	EMERGENCY OVERFLOW
	CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL GRADING NOTES

Know what's **below.** **Call** before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25127

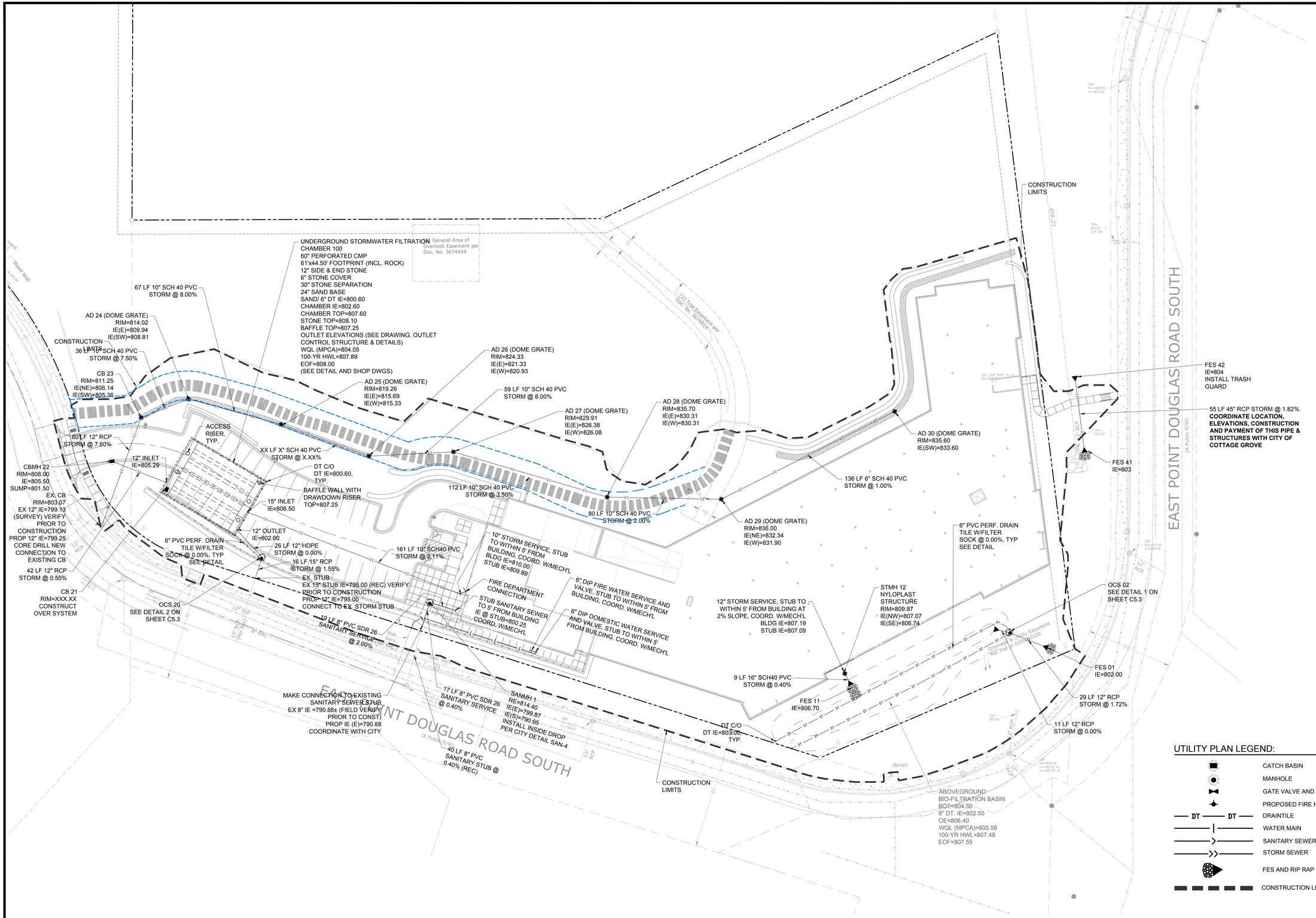
REVISION SUMMARY

DATE	DESCRIPTION

GRADING PLAN

C3.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



UTILITY PLAN LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP
- CONSTRUCTION LIMITS

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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.

ANDERS S. MELBY
DATE 01/29/2026 LICENSE NO. 58960

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25127

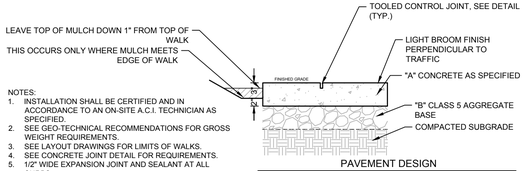
REVISION SUMMARY

DATE	DESCRIPTION

UTILITY PLAN

C4.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



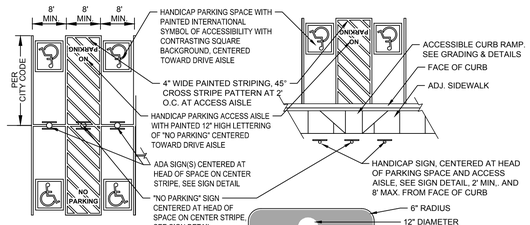
NOTES:
1. INSTALLATION SHALL BE CERTIFIED AND IN ACCORDANCE TO AN ON-SITE A.C.I. TECHNICIAN AS SPECIFIED.
2. SEE GEO-TECHNICAL RECOMMENDATIONS FOR GROSS WEIGHT REQUIREMENTS.
3. SEE LAYOUT DRAWINGS FOR LIMITS OF WALKS.
4. SEE CONCRETE JOINT DETAIL FOR REQUIREMENTS.
5. 1/2" WIDE EXPANSION JOINT AND SEALANT AT ALL CURBS.
6. IF NO DESIGN IS DEFINED IN CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
7. IF DESIGN IS DEFINED IN CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

PAVEMENT DESIGN

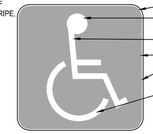
TYPE	CONC. (A)	AGG.(B)
WALKS	6.0"	4.0"
CONC. PVMT.	X.X"	X.X"

1. CURING:
   1.1. APPLY CURING COMPOUNDS IMMEDIATELY UPON FINISHING OF CONC. SURFACE.
   1.2. ALL CONC. SURFACES SHALL HAVE CURING COMPOUNDS ALLIED PER ASTM C-309, AT 200 S.F. PER GAL.
   1.3. ALL CURING COMPOUNDS SHALL BE TYPE 1 (CLEAR) AND CONTAIN ACRYLIC BASED CLASS B RESTRICTED RESIN SOLIDS.

1 CONCRETE PVMT./WALK/PAD
N T S (PRIVATE PROPERTY)

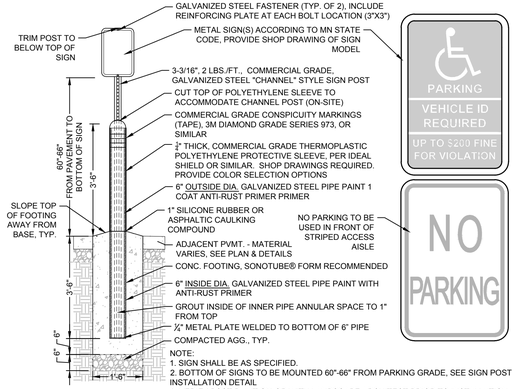


NOTE:
1. ADHERE TO ALL STATE & FEDERAL ADA STANDARDS FOR PARKING, PAINT & SIGNAGE.
2. VERIFY AND LAYOUT ALL PAINTED FORMS & STRIPING PRIOR TO INSTALLATION
3. SEE PLAN FOR ACTUAL PARKING SPACES LAYOUT
4. ALL PAINT COLORS MUST CONFORM TO STATE AND FEDERAL ADA STANDARDS



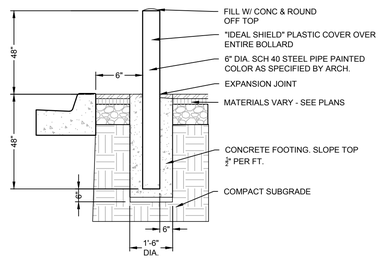
PAVEMENT MARKING SYMBOL DIAGRAM

2 ACCESSIBLE PARKING PAVEMENT MARKING
N T S

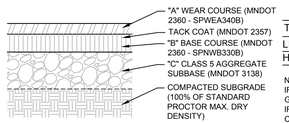


NOTE:
1. SIGN SHALL BE AS SPECIFIED.
2. BOTTOM OF SIGNS TO BE MOUNTED 60"-66" FROM PARKING GRADE, SEE SIGN POST INSTALLATION DETAIL
3. VERIFY POST PAINT COLOR WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

3 ACCESSIBLE SIGN & CHANNEL POST - LOT LOCATION
N T S



4 PIPE BOLLARD
N T S

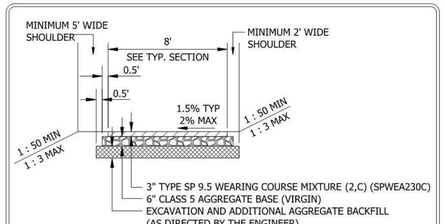


PAVEMENT DESIGN

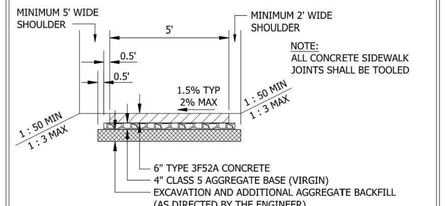
TYPE	WEAR (A)	BASE (B)	AGG.(C)
LIGHT DUTY	1.5"	2.0"	8.0"
HEAVY DUTY	NA	NA	NA

NOTE:
IF NO DESIGN IS DEFINED IN ABOVE CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
IF DESIGN IS DEFINED IN ABOVE CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

5 BITUMINOUS PAVEMENT - ALL TYPES
N T S



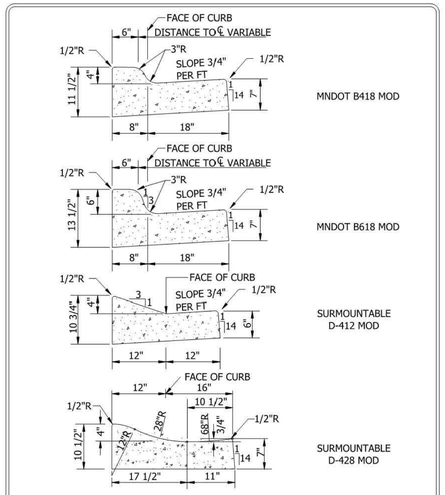
BITUMINOUS TRAIL



CONCRETE SIDEWALK

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS TYPICAL BITUMINOUS TRAIL AND CONCRETE SIDEWALK SECTIONS COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STR-9

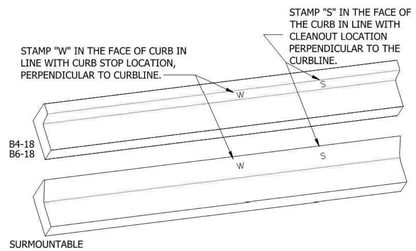
48_STR9.DWG

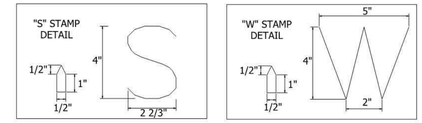


Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CURB AND GUTTER COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STR-10

48_STR10.DWG

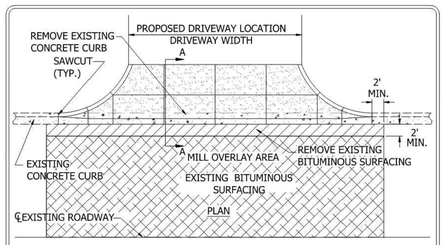
NOTES:
1. ALL NEW AND EXISTING WATER AND SEWER SERVICE LOCATIONS SHALL BE MARKED IN CURB AS SHOWN. STAMPING OF SERVICE LOCATIONS SHALL BE CONSIDERED INCIDENTAL TO THE PRICE OF CURB.
2. CONCRETE CURB PANELS WITH W'S AND S'S NOT PLACED BY SPECIFIED STAMP WILL NOT BE ACCEPTED.

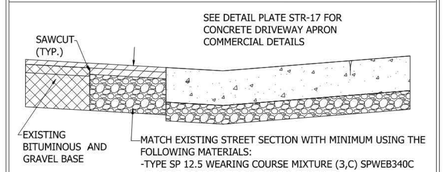




Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS WATER AND SEWER SERVICE LOCATION STAMP IN CURB COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STR-11

48_STR11.DWG



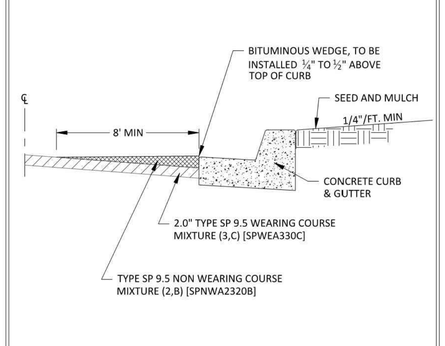


SECTION A-A

NOTES:
1. CITY RIGHT-OF-WAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTION.
2. FOR MATERIAL SPECIFICATION, REFER TO RIGHT-OF-WAY PERMIT.

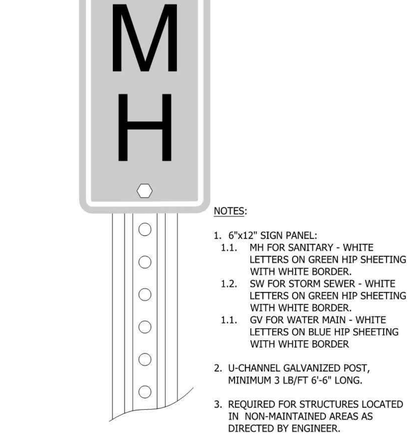
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CONCRETE COMMERCIAL DRIVEWAY APRON OR CURB AND GUTTER CONNECT TO EXISTING STREET COTTAGE GROVE, MINNESOTA	JANUARY 2025 PLATE NO. STR-21

48_STR21.DWG



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CONCRETE CURB PROTECTION BITUMINOUS WEDGE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STR-26

48_STR26.DWG



NOTES:
1. 6"x12" SIGN PANEL:
   1.1. MH FOR SANITARY - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
   1.2. SW FOR STORM SEWER - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
   1.1. GV FOR WATER MAIN - WHITE LETTERS ON BLUE HIP SHEETING WITH WHITE BORDER
2. U-CHANNEL GALVANIZED POST, MINIMUM 3 LB/FT 6'-6" LONG.
3. REQUIRED FOR STRUCTURES LOCATED IN NON-MAINTAINED AREAS AS DIRECTED BY ENGINEER.

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS STRUCTURE MARKER SIGN COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STR-41

48_STR41.DWG

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25137

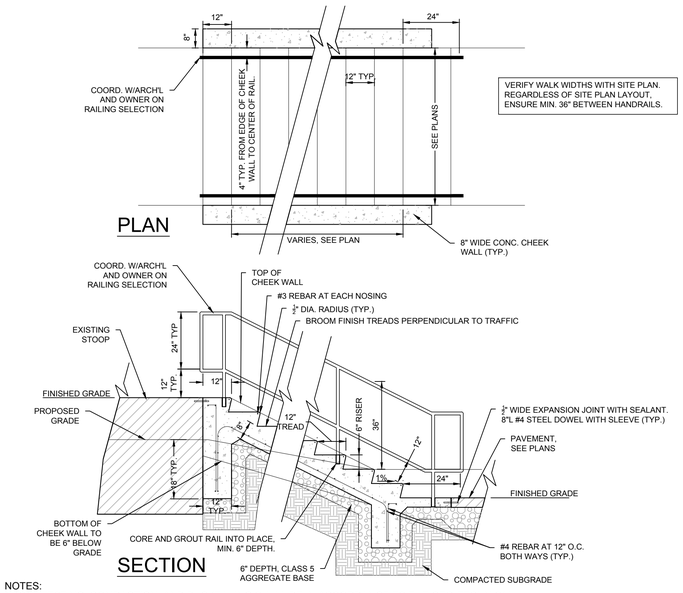
REVISION SUMMARY

DATE	DESCRIPTION

CIVIL DETAILS

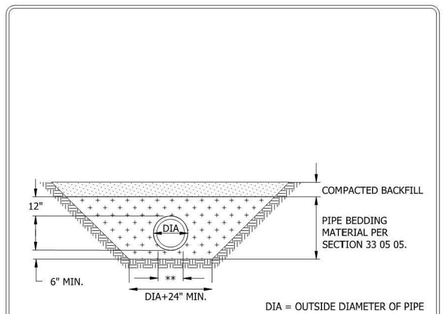
C5.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



NOTES:
1. SOIL TESTING, COMPACTION, AND BACKFILLING SHALL BE IN ACCORDANCE TO THE GEO-TECHNICAL RECOMMENDATIONS OR AS SPECIFIED.
2. SUBMIT RAILING SHOP DRAWINGS FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO FABRICATION. COORDINATE FABRICATION OF RAILING WITH OTHER RAIL OR FENCE TYPES. SHOP DRAWINGS SHALL BE COMPLIANT WITH CURRENT ADA ACCESSIBILITY REQUIREMENTS.
3. COORDINATE INSTALLATION OF RETAINING WALL PRIOR TO INSTALLATION OF STAIRS-SEE RETAINING WALL DETAIL.
4. NO SPACE SHALL BE ALLOWED BETWEEN STAIRS AND RETAINING WALL UNLESS OTHERWISE SHOWN. CONCRETE SHALL DIRECTLY ABUT FACE OF RETAINING WALL.

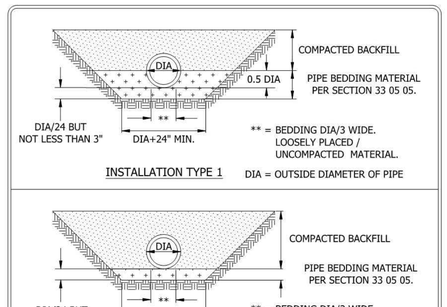
1 EXTERIOR SITE STAIR & HANDRAIL
NTS



PVC PIPE FOUNDATION & BEDDING IN GOOD SOILS

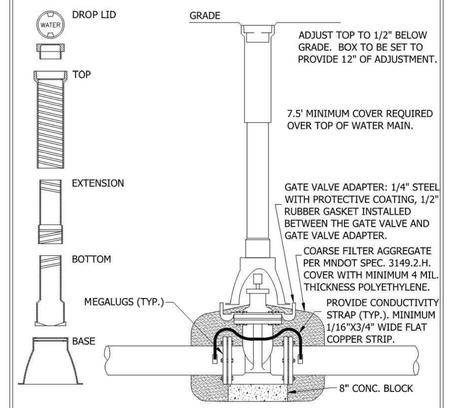
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS PIPE FOUNDATION & BEDDING METHOD FOR PVC COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. BED-1

48_BED1.DWG



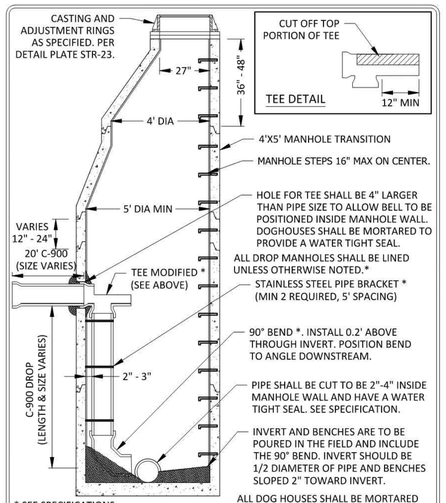
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS PIPE FOUNDATION & BEDDING METHODS FOR RCP & DIP COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. BED-2

48_BED2.DWG



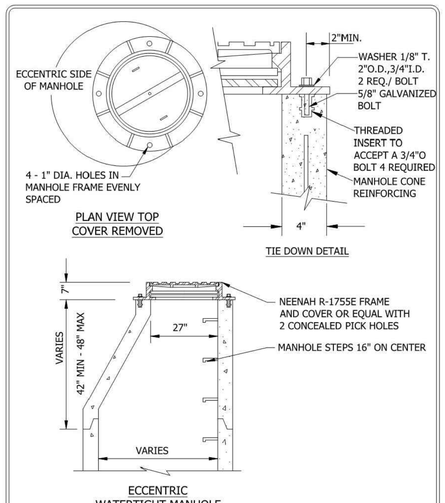
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS GATE VALVE AND BOX INSTALLATION COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. WAT-3

48_WAT3.DWG



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS SANITARY SEWER DROP INLET MANHOLE COTTAGE GROVE, MINNESOTA	JANUARY 2025 PLATE NO. SAN-4

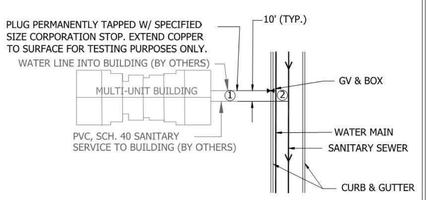
48_SAN4.DWG



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS WATERTIGHT CASTING FOR SANITARY SEWER MANHOLE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. SAN-5

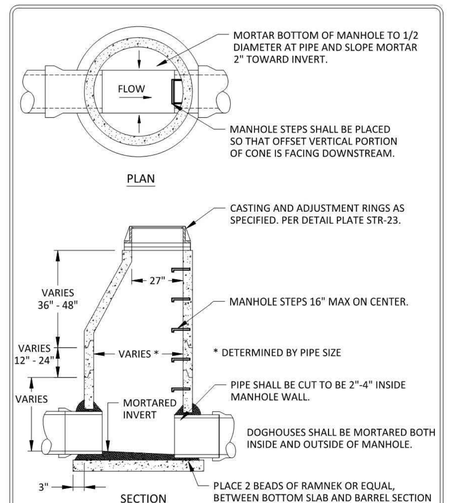
48_SAN5.DWG

CONTRACTOR TO PROVIDE THE FOLLOWING DIMENSIONS:
① WATER LINE PLUG TO SANITARY SEWER PLUG (PERPENDICULAR TO WATER LINE).
② SANITARY SEWER PIPE TO WATER LINE (PERPENDICULAR TO WATER LINE ALONG SANITARY SEWER MAIN) OR WATER MAIN TEE TO SANITARY SEWER LINE (PERPENDICULAR TO WATER LINE).
③ EXTEND CURB STOP 1' BEYOND R/W WHEN SIDEWALK IS PRESENT.



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS LOCATING REQUIREMENTS FOR MULTI-UNIT AND COMMERCIAL BUILDINGS COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. SER-6

48_SER6.DWG



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS STORM SEWER MANHOLE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-1

48_STO1.DWG

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016
OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/26/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25137

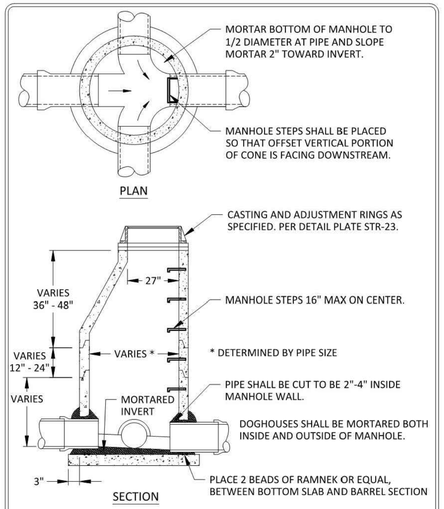
REVISION SUMMARY

DATE	DESCRIPTION

CIVIL DETAILS

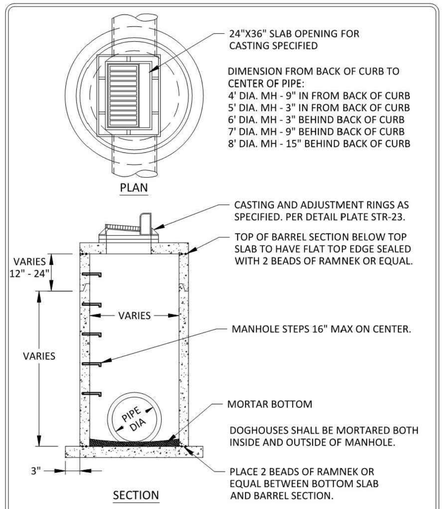
C5.1

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



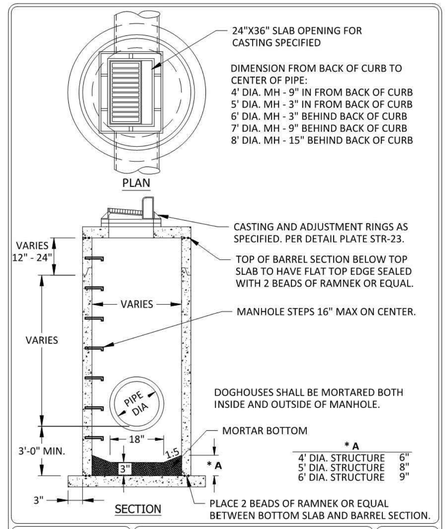
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS STORM SEWER JUNCTION MANHOLE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-2

48_STO2.DWG



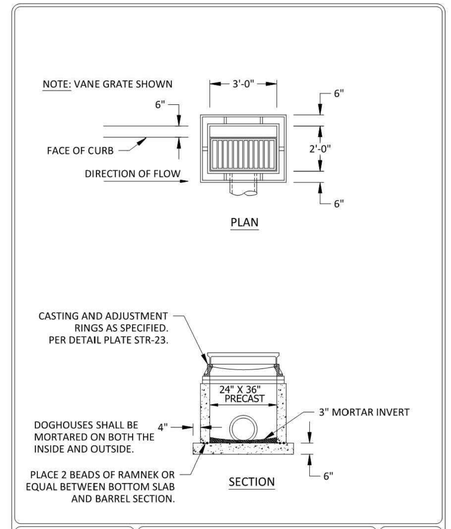
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CATCH BASIN MANHOLE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-5

48_STO5.DWG



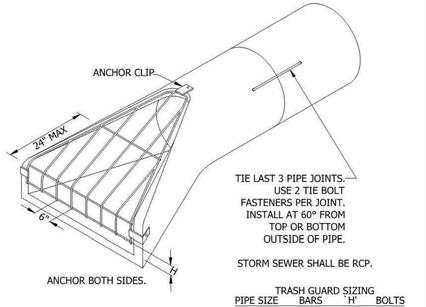
Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CATCH BASIN MANHOLE WITH SUMP COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-6

48_STO6.DWG



Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS CATCH BASIN COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-7

48_STO7.DWG



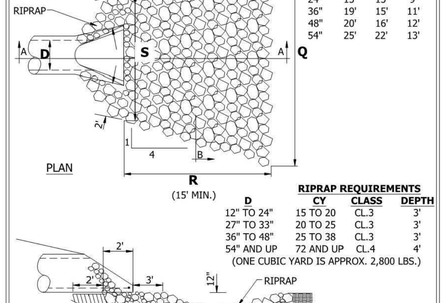
TRASH GUARD SIZING

PIPE SIZE	BARS	'H'	BOLTS
12"-18"	3/4"Ø	3"-4"	5/8"
21"-42"	1"Ø	4"-6"	3/4"
48"-72"	1 1/4"Ø	6"-8"	1"

SEE CITY PLATE NO. STO-12 AND STO-13 FOR RIPRAP PLACEMENT.

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS FLARED END SECTION AND TRASH GAURD COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-11

48_STO11.DWG



RIPRAP AREA SIZES

D	Q	R	S
12"	11'	15'	7'
24"	15'	15'	9'
36"	19'	15'	11'
48"	20'	16'	12'
54"	25'	22'	13'

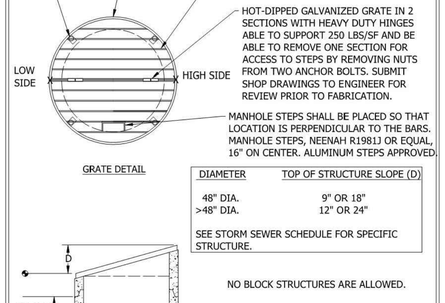
RIPRAP REQUIREMENTS

D	CY	CLASS	DEPTH
12" TO 24"	15 TO 20	CL.3	3'
27" TO 33"	20 TO 25	CL.3	3'
36" TO 48"	25 TO 38	CL.3	3'
54" AND UP	72 AND UP	CL.4	4'

(ONE CUBIC YARD IS APPROX. 2,800 LBS.)

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS RIPRAP AT FLARED END SECTION COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-12

48_STO12.DWG

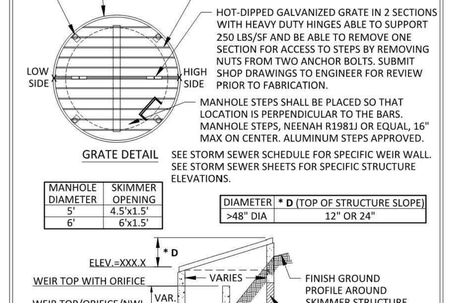


DIAMETER	TOP OF STRUCTURE SLOPE (D)
48" DIA.	9" OR 18"
>48" DIA.	12" OR 24"

SEE STORM SEWER SCHEDULE FOR SPECIFIC STRUCTURE.

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS STANDARD OVERFLOW STRUCTURE COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO-18

48_STO18.DWG



MANHOLE DIAMETER	SKIMMER OPENING
5'	4.5'x1.5'
6'	6'x1.5'

DIAMETER	* D (TOP OF STRUCTURE SLOPE)
>48" DIA	12" OR 24"

Cottage Grove — Where Pride and Prosperity Meet	STANDARD DETAILS STANDARD SKIMMER STRUCTURE WITH WEIR WALL COTTAGE GROVE, MINNESOTA	JANUARY 2023 PLATE NO. STO - 23

48_STO23.DWG

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

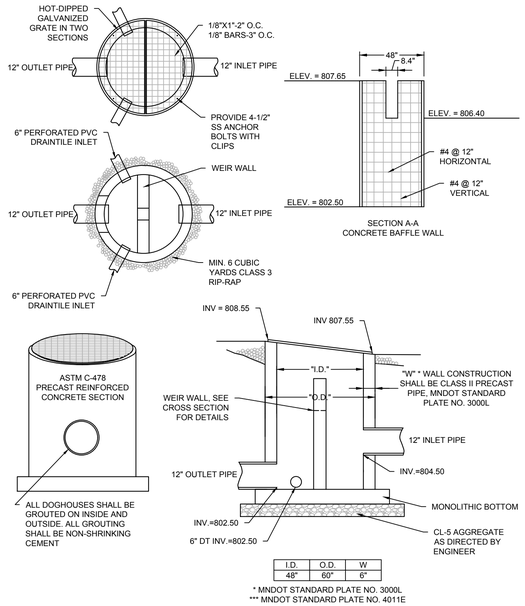
REVISION SUMMARY

DATE	DESCRIPTION

CIVIL DETAILS

C5.2

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

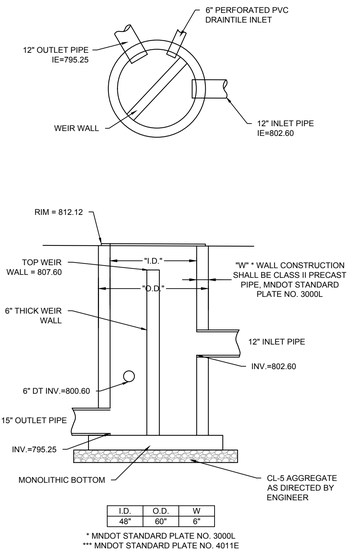


I.D.	O.D.	W
48"	60"	6"

* MNDOT STANDARD PLATE NO. 3000L
*** MNDOT STANDARD PLATE NO. 4011E

NOTES:
1. NO STRUCTURE SHALL BE ORDERED UNTIL THE ENGINEER APPROVES THE SHOP DRAWING.
2. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING THE POND OUTLET SKIMMER PRIOR TO FINAL ACCEPTANCE.
3. PLACE GEOTEXTILE BLANKET UNDER ALL RIPRAP.

1 CONCRETE OUTLET STRUCTURE OCS 02
N T S

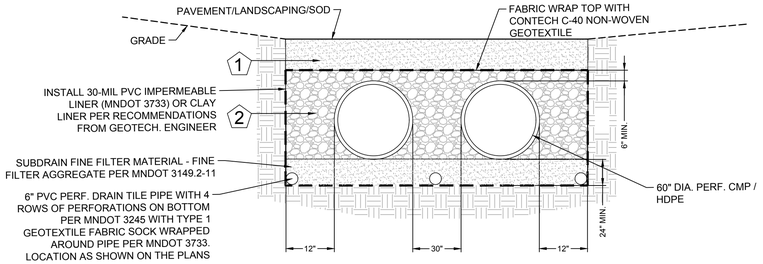


I.D.	O.D.	W
48"	60"	6"

* MNDOT STANDARD PLATE NO. 3000L
*** MNDOT STANDARD PLATE NO. 4011E

NOTES:
1. NO STRUCTURE SHALL BE ORDERED UNTIL THE ENGINEER APPROVES THE SHOP DRAWING.
2. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING THE POND OUTLET SKIMMER PRIOR TO FINAL ACCEPTANCE.
3. PLACE GEOTEXTILE BLANKET UNDER ALL RIPRAP.

2 CONCRETE OUTLET STRUCTURE OCS 20
N T S



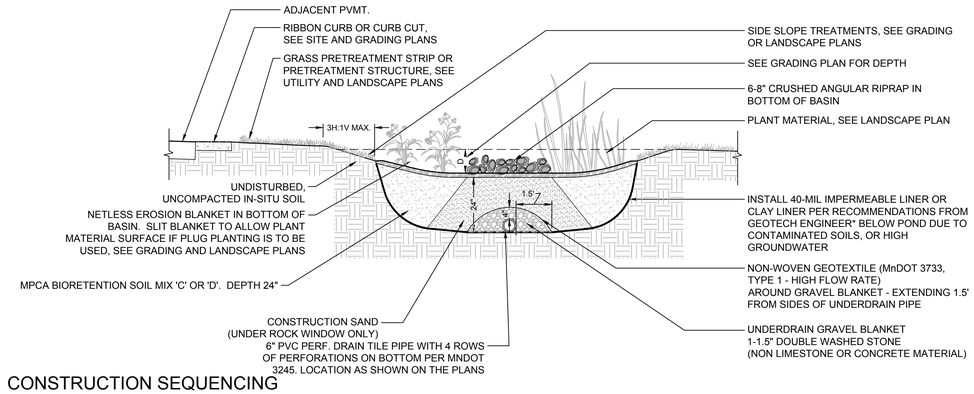
KEY
1. TOPSOIL
2. FREE DRAINING ANGULAR DOUBLE WASHED STONE 3/4" - 2" PARTICLE SIZE - NON CARBONATE (LIMESTONE) AND NON CONCRETE. COORDINATE MATERIAL / PARTICLE SIZE W/ MANUFACTURER. INSTALL TO MIN. 95% STANDARD DENSITY PER AASHTO T99.

CONSTRUCTION SEQUENCING

1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP-GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO THE STORMWATER SYSTEM.
5. PERFORM ALL OTHER SITE IMPROVEMENTS.
6. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
7. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
8. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
9. PLANT AND MULCH SITE.
10. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES
1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED RETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.
4. SEE UTILITY PLAN / SHOP DRAWINGS FOR SYSTEM LAYOUT.
5. TYPICAL DETAILS ARE FOR REFERENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH REVIEWED SHOP DRAWINGS.

3 UNDERGROUND FILTRATION SYSTEM WITH LINER
N T S

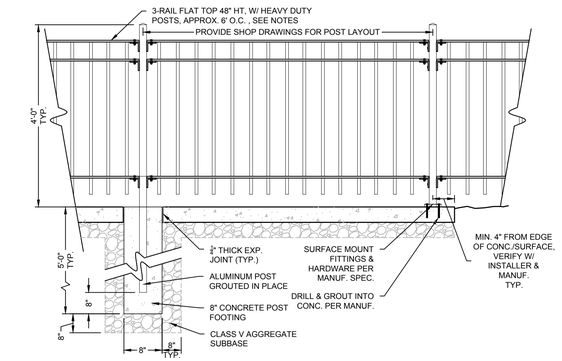


CONSTRUCTION SEQUENCING

1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP-GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO THE STORMWATER SYSTEM.
5. ROUGH GRADE THE SITE. IF BIORETENTION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS, LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. PLANT ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT BIORETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND/OR ROCK MULCH BIORETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES
1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF BIORETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.
4. SEE UTILITY PLAN / SHOP DRAWINGS FOR SYSTEM LAYOUT.

4 LINED BIO-FILTRATION BASIN (RAIN GARDEN - TYP.)
N T S



FOOTING/EMBEDDED CONDITION, SEE SITE PLAN

SURFACE MOUNTED CONDITION, SEE SITE PLAN

NOTES:
1. DETAIL PROVIDED FOR REFERENCE ONLY, BASED ON MONTAGE PLUS FENCE (MAJESTIC STYLE) BY AMERISTAR PRODUCTS. PRODUCT SHOP DRAWINGS REQUIRED
2. PROVIDE TOP CONDITION, MATERIALS, COLOR & FINISH SAMPLES AND SHOP DRAWINGS

5 DECORATIVE METAL FENCE - 4' HT.
N T S

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS RD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

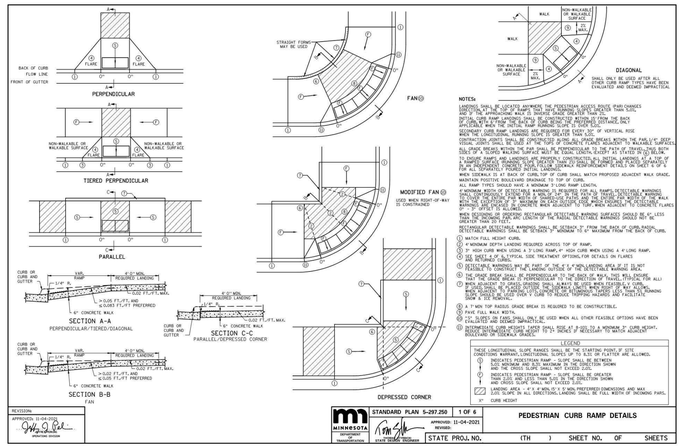
REVISION SUMMARY

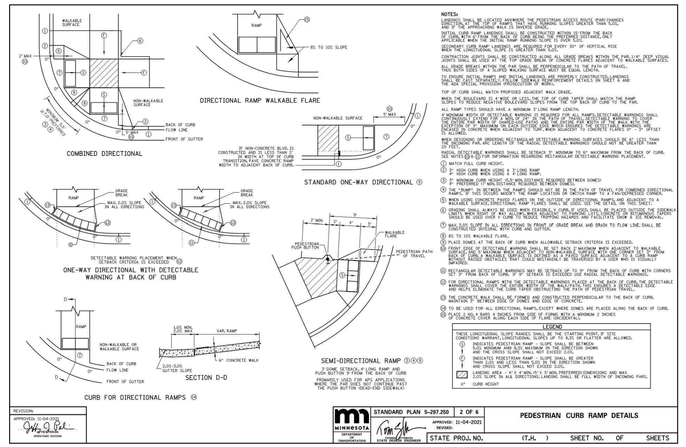
DATE	DESCRIPTION

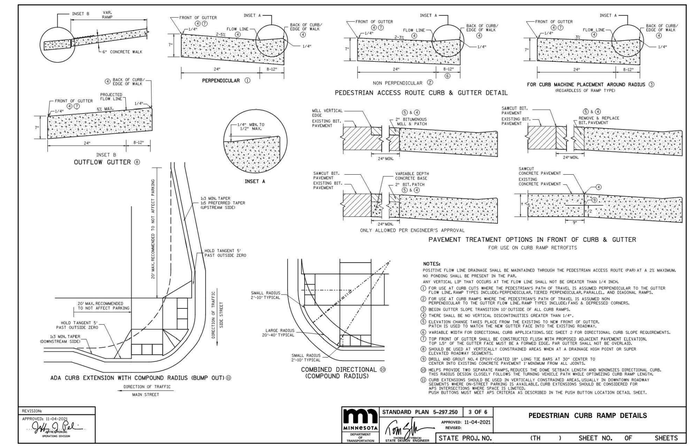
CIVIL DETAILS

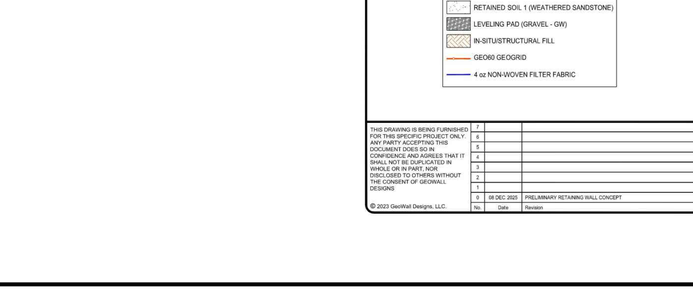
C5.3

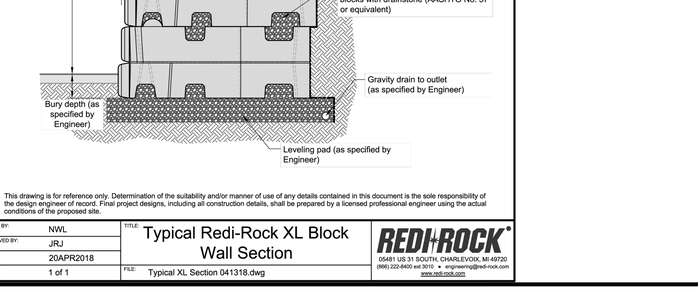
© COPYRIGHT 2025 CIVIL SITE GROUP INC.







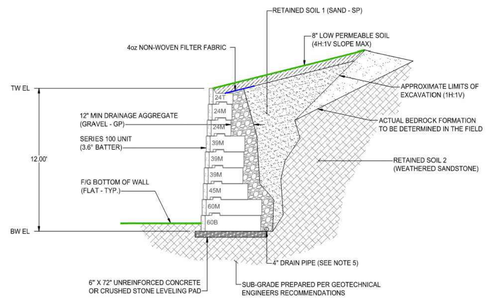




TRUNCATED DOMES ON PRIVATE PROPERTY ARE NOT REQUIRED. PROVIDE OWNER WITH ADD ALTERNATE ON INSTALLATION OF TRUNCATED DOMES.

GENERAL NOTES:

1. THE SECTION SHOWN IS A REPRESENTATIVE WALL SECTION. THE WALL HEIGHTS, ELEVATIONS, TOE SLOPES, AND BACK SLOPES VARY ACCORDING TO THE ELEVATION PLAN AND SITE PLAN RESPECTIVELY.
2. UPON EXCAVATION, WHERE UNSUITABLE SOILS ARE FOUND, SUBCUT AS REQUIRED BY THE ONSITE GEOTECHNICAL ENGINEER AND REPLACE WITH SUITABLE COMPACTED STRUCTURAL FILL TO ACHIEVE THE REQUIRED BEARING CAPACITY. THE STRUCTURAL FILL SHALL BE COMPACTED TO A MINIMUM 95% STANDARD PROCTOR DENSITY.
3. APPROXIMATE LIMITS OF EXCAVATION VARIES WHERE SUBCUT IS REQUIRED. ACTUAL LIMITS AND SIDE SLOPES SHALL BE DETERMINED BY OSHA REGULATIONS AND MATCH FIELD CONDITIONS AS DETERMINED BY THE CONTRACTOR.
4. THE WALL IS DESIGNED AS A GRAVITY WALL WITHOUT REINFORCEMENT AT THE ELEVATIONS SHOWN AND SHALL BE CONSTRUCTED WITH RECON: SERIES 100 60", 45", 39", & 24" UNITS USING THE 3.6° BATTER.
5. 4" CORRUGATED PERFORATED DRAINPIPE INSTALLED AS LOW AS POSSIBLE WITH POSITIVE DRAINAGE. OUTLET INTO ONSITE DRAINAGE OR THROUGH WALL FACE AT 50.0' O.C. AND LOW ENDS OF WALL. SEE DETAIL 2RW-6.0.
6. INSPECT EXCAVATION SLOPES FOR ACTIVE SEEPAGE AND PLACE ADDITIONAL DRAINS WHERE SEEPAGE OCCURS.
7. 1/4" EXPANSION MATERIAL SHALL BE PLACED BETWEEN THE MODULAR BLOCK RETAINING WALL UNITS AND ANY CONCRETE PLACED AFTER CONSTRUCTION OF THE MODULAR BLOCK RETAINING WALL.
8. DO NOT BRING HEAVY COMPACTION OR PAVING EQUIPMENT WITHIN 3' OF THE BACK OF THE RECON RETAINING WALL.
9. SEE MANUFACTURER'S INFORMATION FOR ADDITIONAL DETAILS ON THE RECON RETAINING WALL SYSTEM.



WALL SECTION A - A
(SECTION CUT: WALL 1 AT RW-STA. 180.00)

THIS DRAWING IS BEING FURNISHED FOR THIS SPECIFIC PROJECT ONLY. ANY PARTY ACCEPTING THIS DOCUMENT DOES SO WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF GEOWALL DESIGNS

© 2023

POLLINATOR SAFE PLANT MATERIAL:

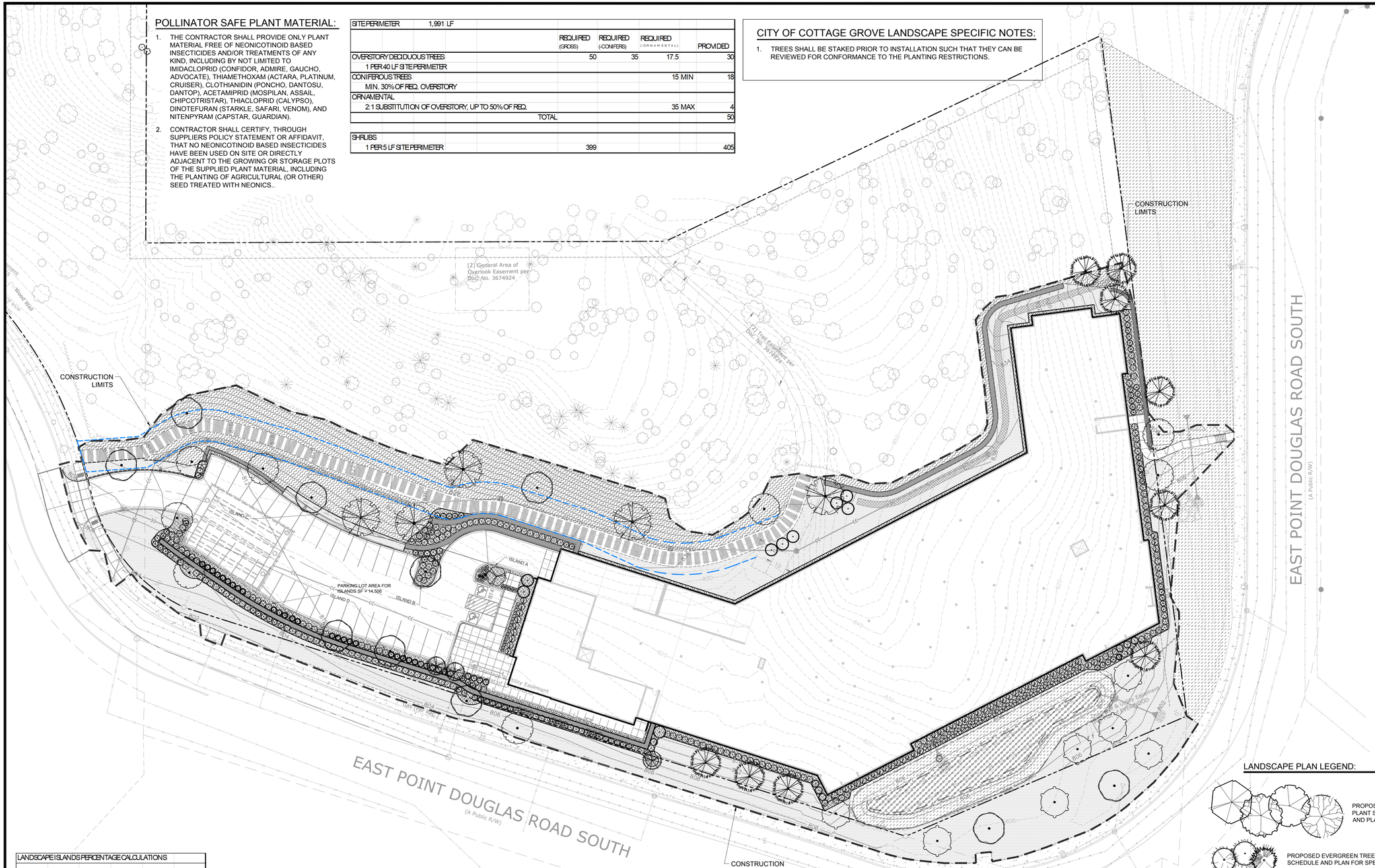
1. THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BY NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACLOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
2. CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS..

SITE PERIMETER 1,991 LF	REQUIRED (GROSS)	REQUIRED (-CONIFERS)	REQUIRED (-ORNAMENTAL)	PROVIDED
OVERSTORY DECIDUOUS TREES	50	35	17.5	30
1 PER 40 LF SITE PERIMETER				
CONIFEROUS TREES			15 MIN	18
MIN. 30% OF REQ. OVERSTORY				
ORNAMENTAL				
2:1 SUBSTITUTION OF OVERSTORY, UP TO 50% OF REQ.			35 MAX	4
TOTAL				50

SHRUBS		
1 PER 5 LF SITE PERIMETER	399	405

CITY OF COTTAGE GROVE LANDSCAPE SPECIFIC NOTES:

1. TREES SHALL BE STAKED PRIOR TO INSTALLATION SUCH THAT THEY CAN BE REVIEWED FOR CONFORMANCE TO THE PLANTING RESTRICTIONS.



LANDSCAPE ISLANDS PERCENTAGE CALCULATIONS		
TOTAL AREA OF PARKING LOT		14,506 SF
TOTAL AREA OF ISLANDS		2,311 SF
ISLAND A	=	230 SF
ISLAND B	=	292 SF
ISLAND C	=	470 SF
ISLAND D	=	1,319 SF
PARKING LOT PERCENTAGE (MINIMUM IS 8%)		15.9%

MULCH SCHEDULE

AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	4" DEPTH, SHREDDED CEDAR	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	3" DEPTH, 1-1/2" CRUSHED LIMESTONE	YES	YES	SEE DETAIL
NATIVE SEED AREAS	STRAW MULCH	NA	NA	PER SEED MANUF. & MNDOT SEEDING MANUAL

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

PLANTING SEASON SCHEDULE

SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
M	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

LANDSCAPE PLAN LEGEND:

- PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.
- CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

SEE SHEET L1.1 FOR PLANTING SCHEDULE AND GROUND COVER LEGEND
SEE SHEET LT1.0 FOR EXTERIOR LIGHTING PLAN

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN

L1.0

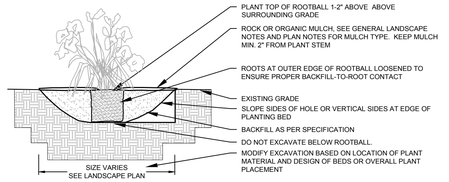
© COPYRIGHT 2025 CIVIL SITE GROUP INC.

PLANT SCHEDULE

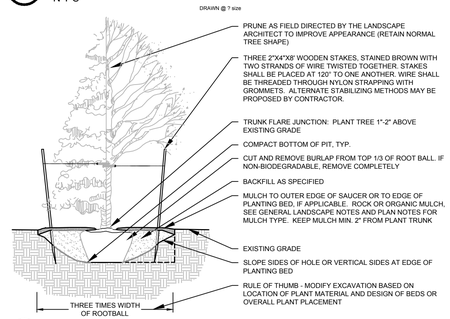
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES						
	RB	7	River Birch / Betula nigra	2.5" Cal. B&B	NATIVE	N
	EK	8	Espresso Kentucky Coffeetree / Gymnocladus dioica `Espresso`	2.5" Cal. B&B	NATIVE CULTIVAR	N
	QB	10	Swamp White Oak / Quercus bicolor	2.5" Cal. B&B	NATIVE	Y
	QE2	5	Northern Pin Oak / Quercus ellipsoidalis	2.5" Cal. B&B	NATIVE	
		30	SUBTOTAL:			
EVERGREEN TREES						
	BF	9	Balsam Fir / Abies balsamea	6` B&B	NATIVE	
	JE	9	Eastern Red Cedar / Juniperus virginiana	6` B&B	NATIVE	
		18	SUBTOTAL:			
ORNAMENTAL TREES						
	CV2	3	Winter King Hawthorn / Crataegus viridis `Winter King`	#15 CONT	NOT NATIVE	Y
	MP	1	Prairifire Crabapple / Malus x `Prairifire`	1.5" Cal. B&B	NATIVE CULTIVAR	Y
		4	SUBTOTAL:			
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS						
	AA	78	Regent Serviceberry / Amelanchier alnifolia `Regent`	#5 CONT	NATIVE CULTIVAR	Y
	AA2	59	Autumn Magic Black Chokeberry / Aronia melanocarpa `Autumn Magic`	#5 CONT	NATIVE	Y
	CA2	114	Arctic Fire Dogwood / Cornus sericea `Arctic Fire`	#5 CONT	NATIVE CULTIVAR	Y
	HA	22	Annabelle Hydrangea / Hydrangea arborescens `Annabelle`	#5 CONT	NOT NATIVE	Y
	SGJ	25	Sea Green Juniper / Juniperus chinensis `Sea Green`	#5 CONT	NOT NATIVE	N
	JM2	7	Medora Juniper / Juniperus scopulorum `Medora`	#5 CONT	NOT NATIVE	N
	RG	13	Gro-Low Fragrant Sumac / Rhus aromatica `Gro-Low`	#5 CONT	NATIVE	Y
	SS	55	Sem Ash Leaf Spirea / Sorbaria sorbifolia `Sem`	#5 CONT	NOT NATIVE	Y
	VD	32	Arrowwood Viburnum / Viburnum dentatum 'Arrowwood'	#5 CONT	NATIVE	Y
		405	SUBTOTAL:			
GRASSES						
	CK	17	Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	#1 CONT	NOT NATIVE	N
	SH	4	Prairie Dropseed / Sporobolus heterolepis	#1 CONT	NATIVE	Y
		21	SUBTOTAL:			
PERENNIALS						
	EM	5	Magnus Purple Coneflower / Echinacea purpurea `Magnus`	#1 CONT	NATIVE CULTIVAR	Y
	HS	3	Stella Supreme Daylily / Hemerocallis x `Stella Supreme`	#1 CONT	NOT NATIVE	Y
	SA2	3	Showy Stonecrop / Sedum spectabile `Autumn Fire`	#1 CONT	NOT NATIVE	Y
		11	SUBTOTAL:			

GROUND COVER SCHEDULE

SYMBOL	QTY	COMMON / BOTANICAL NAME	SIZE
GROUND COVERS			
	10,237 sf	ROCK MAINTENANCE STRIP / ROCK MAINTENANCE STRIP 1.5" DECORATIVE SCREENED ROCK/STONE INSTALLED 3" DEEP OVER GEOTEXTILE FABRIC. PROVIDE EDGING AS SHOWN ON LANDSCAPE PLAN.	Mulch
	29,993 sf	BLUE GRASS SOD / SOD BLUE GRASS SOD W/IMPROVED VARIATIES, INSTALLED ON PREPARED SOIL, CONTAINING 6" OF TOPSOIL W/MINIMUM 4% ORGANICS BY WEIGHT. SCARIFIED AND EVENLY GRADED. BIG ROLL PREFERRED FOR LARGER AREAS.	Sod
MNDOT - SEED MIXES			
	25,073 sf	MN SEED MIX #35-221 DRY PRAIRIE GENERAL, / MNDOT - GENERAL RESTORATION SEED MIX SEEDING RATE: 36.5 LB/ACRE (98.7 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	Seed Mix
	3,079 sf	MN SEED MIX #34-262 WET PRAIRIE / MNDOT - LOWER BASIN SEED MIX SEEDING RATE: 14.5 LB/ACRE (128.4 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	Seed Mix
	14,501 sf	MN SEED MIX #36-711 WOODLAND EDGE, / MNDOT – SHADED GRASSLAND SEED MIX SEEDING RATE: 35.5 LB/ACRE (63.1 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	Seed Mix



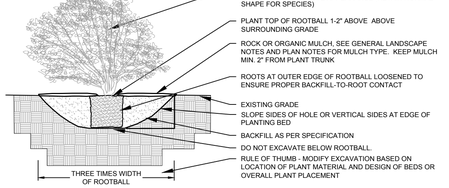
1 PERENNIAL BED PLANTING
NTS



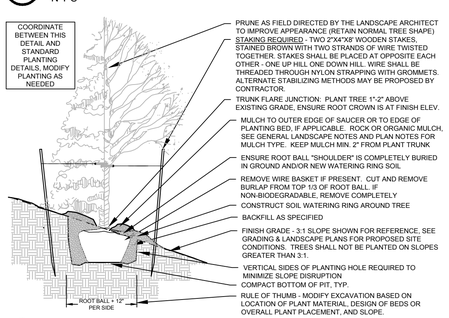
2 DECIDUOUS & CONIFEROUS TREE PLANTING
NTS

3 AGGREGATE MAINTANENCE STRIP
NTS

DRAWN @ 7 size

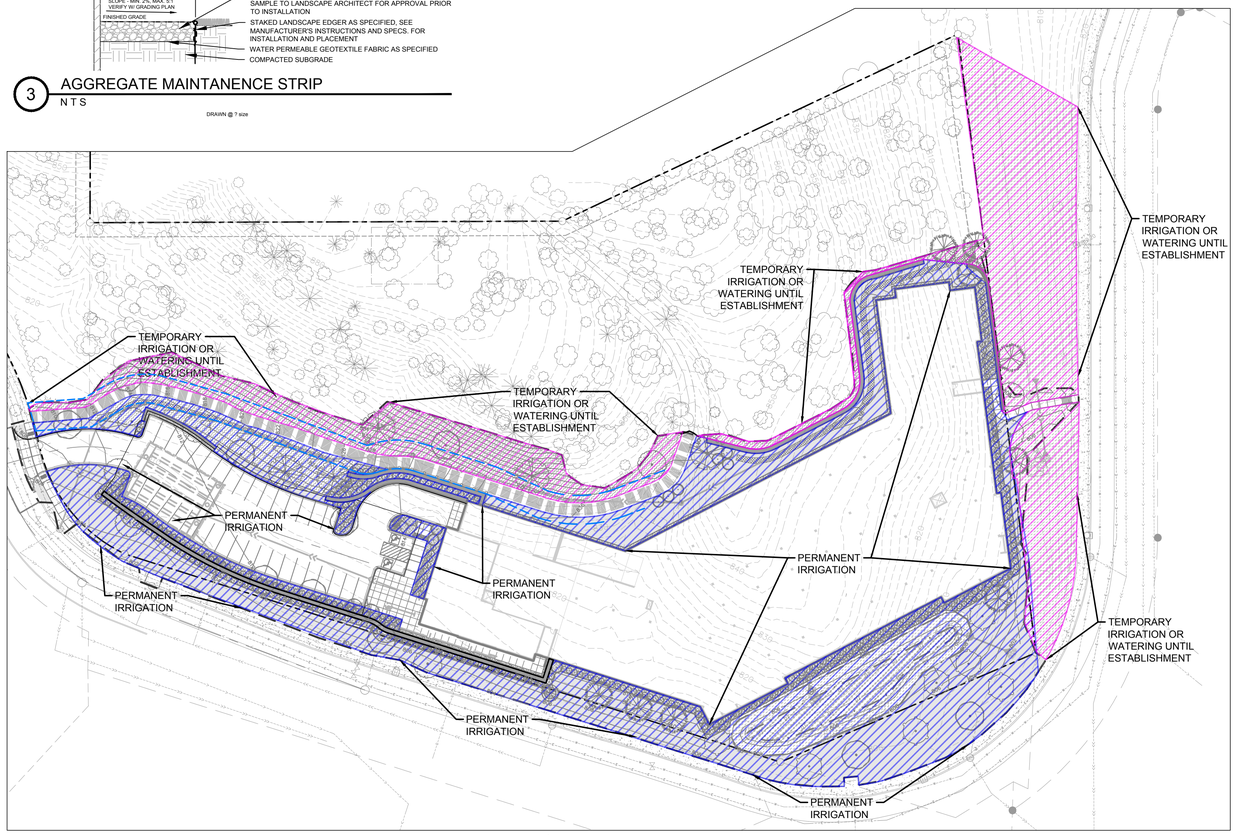


4 DECIDUOUS & CONIFEROUS SHRUB PLANTING
NTS



5 DECIDUOUS & CONIFEROUS TREE PLANTING ON SLOPE
NTS

DRAWN @ 7 size



6 IRRIGATION DIAGRAM
1" = 50'-0"
25'-0" 0 50'-0"
N

LANDSCAPE PLAN LEGEND:

PERMANENT IRRIGATION

TEMPORARY IRRIGATION OR WATERING UNTIL ESTABLISHMENT

SEE SHEET L1.0 FOR GENERAL LANDSCAPE NOTES & LEGEND

Know what's below. Call before you dig.

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER: EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 01/29/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/26/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN NOTES & DETAILS

L1.1

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

Submitted by Luma Sales Associates, Inc. on Jan 28, 2026Carianne Maki

Proj: Douglas Road Multifamily - E Point Road S LS952-4357-1
Landscape Architect: Civil Site Group Inc. (Golden Valley)

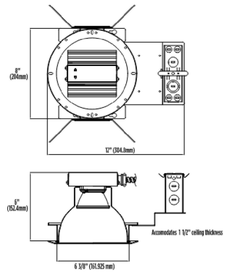
Type: R-14L
LAD6 LED 14L UNV DIM1 40 WF TR6RL HAZ

6" Architectural Downlight (LAD6) New Construction

Type: _____

Have questions? Call us at (800) 436-7800

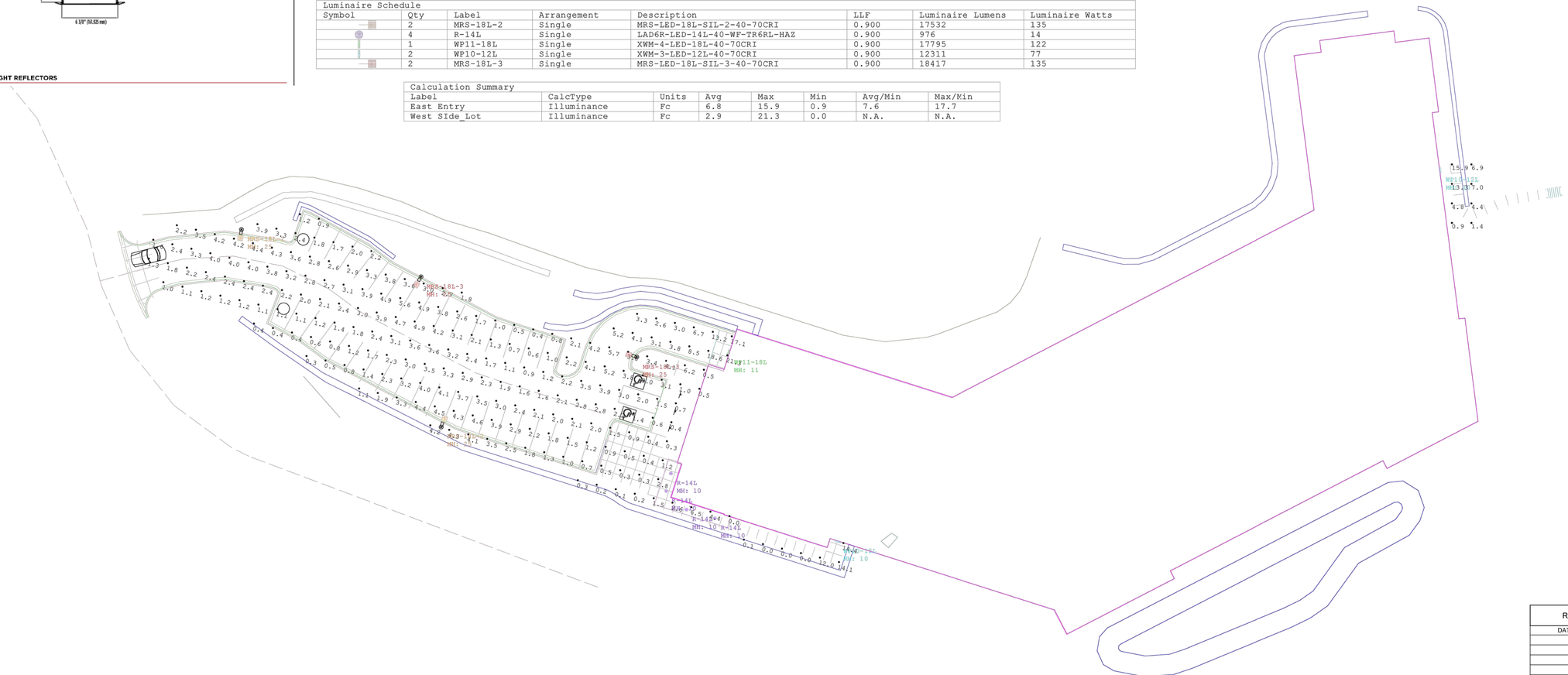
PRODUCT DIMENSIONS



6" RECESSED DOWNLIGHT REFLECTORS

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts
	2	MRS-18L-2	Single	MRS-LED-18L-SIL-2-40-70CRI	0.900	17532	135
	4	R-14L	Single	LAD6R-LED-14L-40-WF-TR6RL-HAZ	0.900	976	14
	1	WP11-18L	Single	XWM-4-LED-18L-40-70CRI	0.900	17795	122
	2	WP10-12L	Single	XWM-3-LED-12L-40-70CRI	0.900	12311	77
	2	MRS-18L-3	Single	MRS-LED-18L-SIL-3-40-70CRI	0.900	18417	135

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
East Entry	Illuminance	Fc	6.8	15.9	0.9	7.6	17.7
West SIde_Lot	Illuminance	Fc	2.9	21.3	0.0	N.A.	N.A.



Scale: 1 inch= 30 Ft.

24x36

Submitted by Luma Sales Associates, Inc. on Jan 28, 2026Carianne Maki

Proj: Douglas Road Multifamily - E Point Road S LS952-4357-1
Landscape Architect: Civil Site Group Inc. (Golden Valley)

Type: MRS-18L-2
MRS LED 18L SIL 2 UNV DIM 40 80CRI BRZ

Catalog #: _____ Project: _____
Prepared By: _____ Date: _____

Mirada Small Area (MRS)

Outdoor LED Area Light

IP65 IK08

OVERVIEW	
Lumen Package	6,000 - 30,000
Wattage Range	59 - 209
Efficacy Range (LPW)	112 - 163
Weight lbs(kg)	20 (9.1)
Control Options	IMSBT, ALB, ALS, 7-Pin, PCI

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

Submitted by Luma Sales Associates, Inc. on Jan 28, 2026Carianne Maki

Proj: Douglas Road Multifamily - E Point Road S LS952-4357-1
Landscape Architect: Civil Site Group Inc. (Golden Valley)

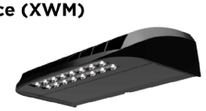
Type: WP11-18L
XWM 4 LED 18L 40K8 UE BRZ

Catalog #: _____ Project: _____ Type: _____
Prepared By: _____ Date: _____

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IP65 IK10



OVERVIEW	
Lumen Package	3,000 - 21,000
Wattage Range	23 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	27 (12.2)
Control Options	IMSBT, ALB, ALS, PCI

QUICK LINKS

REVISION SUMMARY	
DATE	DESCRIPTION

LIGHTING PLAN

LT1.0

These drawings are for conceptual use only and are not intended for construction. Fixture runs and quantities should be verified prior to order. Values represented are an approximation generated from manufacturers photometric inhouse or independent lab tests with data supplied by lamp manufacturers.

Luma Sales Associates
Lighting and Controls

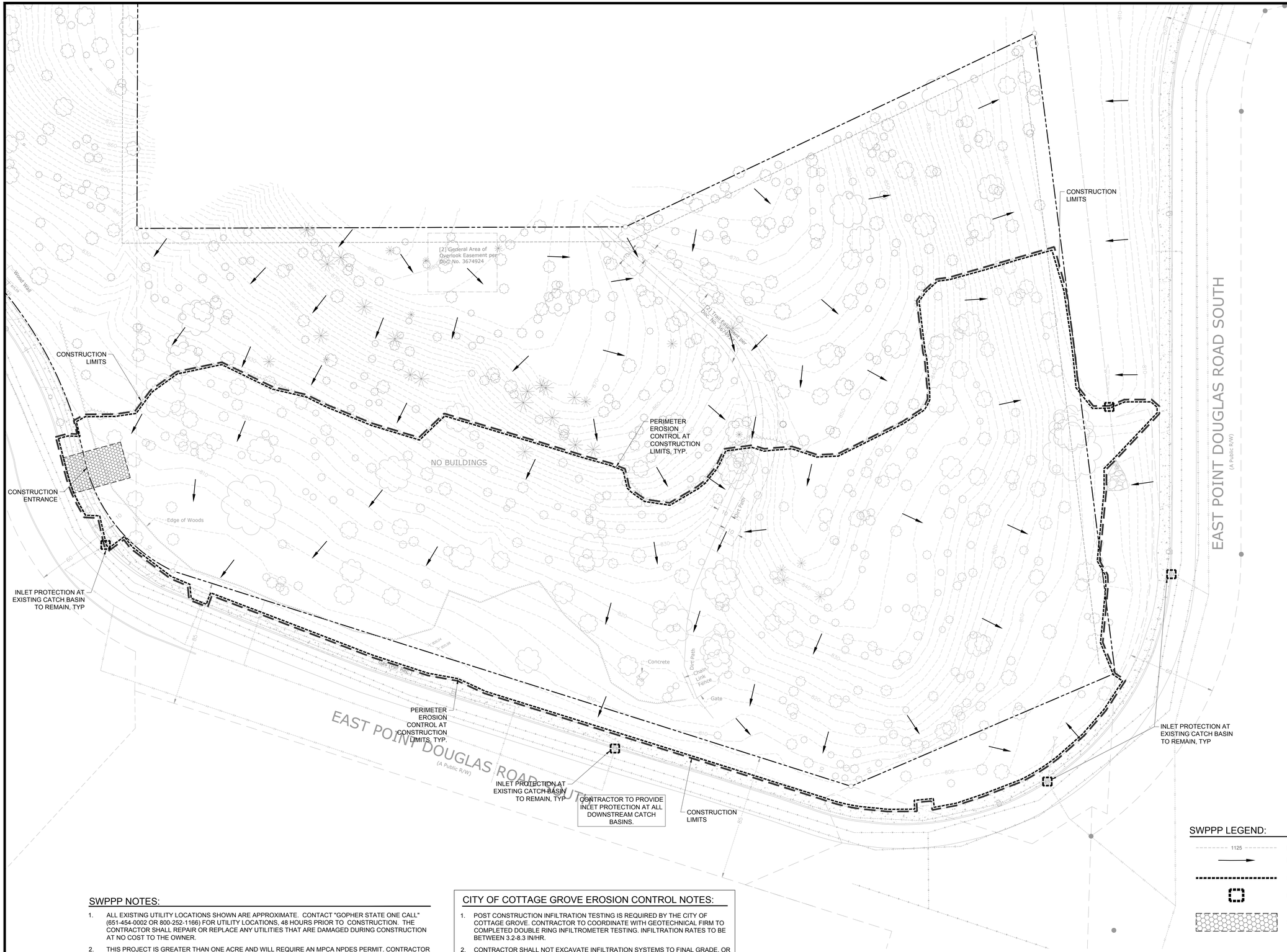
Revisions

Comments | Date | No.

Drawn By: Joe Frey
Date:1/28/2026
Sales Agent: Steve Hahn
Scale: 1" = 30'

Cottage Grove Apts.

LS952-4357-1



SWPPP NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, MAINTENANCE AND COMPLIANCE WITH THE PERMIT.

CITY OF COTTAGE GROVE EROSION CONTROL NOTES:

1. POST CONSTRUCTION INFILTRATION TESTING IS REQUIRED BY THE CITY OF COTTAGE GROVE. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL FIRM TO COMPLETED DOUBLE RING INFILTROMETER TESTING. INFILTRATION RATES TO BE BETWEEN 3.2-8.3 IN/HR.
2. CONTRACTOR SHALL NOT EXCAVATE INFILTRATION SYSTEMS TO FINAL GRADE, OR WITHIN 3 FEET OF FINAL GRADE, UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED UNLESS THEY PROVIDE RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS TO KEEP SEDIMENT AND RUNOFF COMPLETELY AWAY FROM THE INFILTRATION AREA.
3. WHEN EXCAVATING THE INFILTRATION SYSTEM TO WITHIN 3 FEET OF FINAL GRADE, CONTRACTOR SHALL STAKE OFF AND MARK THE AREA SO HEAVE CONSTRUCTION VEHICLES OR EQUIPMENT DO NOT COMPACT THE SOIL IN THE INFILTRATION AREA.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

SWPPP LEGEND:

- 1125 — EX. 1' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ° Surveying ° Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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.

ANDERS S. MELBY
DATE 01/29/2026 LICENSE NO. 58960

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/26/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

SWPPP - EXISTING CONDITIONS

SW1.0

© COPYRIGHT 2025 CIVIL SITE GROUP, INC.

STEEP SLOPE AREAS: FIELD VERIFY BEDROCK LOCATIONS / DEPTH. GEOTECH AND CIVIL ENGINEER TO BE ON-SITE TO EVALUATE SLOPE AND STABILIZATION PLAN DURING CONSTRUCTION. MAY BE COMBINATION OF EXPOSED BEDROCK AND/OR TURF REINFORCEMENT MATTING (CATEGORY 3 OR 4).

SWALE BOTTOM AND SIDE SLOPES TO HAVE EROSION CONTROL BLANKET (MNDOT CATEGORY 30)OVERLAPPING WITH TURF REINFORCEMENT MAT (MNDOT CATEGORY 3)

CONSTRUCTION LIMITS

PLACE TURF REINFORCEMENT MAT ON ALL SLOPES 3:1 OR STEEPER (MNDOT CATEGORY 3)

CONSTRUCTION ENTRANCE

INLET PROTECTION AT EXISTING CATCH BASIN TO REMAIN, TYP

INLET PROTECTION AT PROPOSED CATCH BASIN, TYP

PERIMETER EROSION CONTROL AT CONSTRUCTION LIMITS, TYP.

PERIMETER EROSION CONTROL AT CONSTRUCTION LIMITS, TYP.

INLET PROTECTION AT EXISTING CATCH BASIN TO REMAIN, TYP

CONTRACTOR TO PROVIDE INLET PROTECTION AT ALL DOWNSTREAM CATCH BASINS.

CONSTRUCTION LIMITS

PERIMETER EROSION CONTROL AT CONSTRUCTION LIMITS, TYP.

PLACE EROSION CONTROL BLANKET ON ALL SLOPES 4:1 OR STEEPER, TYP. (MNDOT CATEGORY 30)

SWALE BOTTOM AND SIDE SLOPES TO HAVE EROSION CONTROL BLANKET (MNDOT CATEGORY 30) OVERLAPPING WITH TURF REINFORCEMENT MAT (MNDOT CATEGORY 3)

CONSTRUCTION LIMITS

PLACE EROSION CONTROL BLANKET ON ALL SLOPES 4:1 OR STEEPER, TYP. (MNDOT CATEGORY 30)

INLET PROTECTION AT EXISTING CATCH BASIN TO REMAIN, TYP

(Z) General Area of Overlook Easement per Doc. No. 3674924

(Z) Trail Easement per Doc. No. 3674924

EAST POINT DOUGLAS ROAD SOUTH
(A Public R/W)

EAST POINT DOUGLAS ROAD SOUTH
(A Public R/W)

SWPPP LEGEND:

- 1125 — EX. 1' CONTOUR ELEVATION INTERVAL
- 1137 — 1.0' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET
- TURF REINFORCEMENT MAT

SWPPP NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, MAINTENANCE AND COMPLIANCE WITH THE PERMIT.

CITY OF COTTAGE GROVE EROSION CONTROL NOTES:

1. POST CONSTRUCTION INFILTRATION TESTING IS REQUIRED BY THE CITY OF COTTAGE GROVE. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL FIRM TO COMPLETED DOUBLE RING INFILTROMETER TESTING. INFILTRATION RATES TO BE BETWEEN 3.2-8.3 IN/HR.
2. CONTRACTOR SHALL NOT EXCAVATE INFILTRATION SYSTEMS TO FINAL GRADE, OR WITHIN 3 FEET OF FINAL GRADE, UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED UNLESS THEY PROVIDE RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS TO KEEP SEDIMENT AND RUNOFF COMPLETELY AWAY FROM THE INFILTRATION AREA.
3. WHEN EXCAVATING THE INFILTRATION SYSTEM TO WITHIN 3 FEET OF FINAL GRADE, CONTRACTOR SHALL STAKE OFF AND MARK THE AREA SO HEAVE CONSTRUCTION VEHICLES OR EQUIPMENT DO NOT COMPACT THE SOIL IN THE INFILTRATION AREA.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

Know what's below. Call before you dig.

1" = 30'-0"
15'-0" 0 30'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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.

ANDERS S. MELBY
DATE 01/29/2026 LICENSE NO. 58960

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

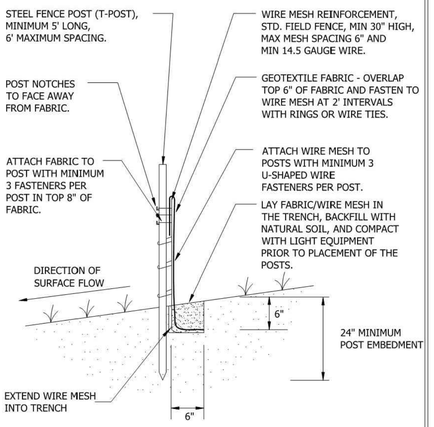
REVISION SUMMARY

DATE	DESCRIPTION

SWPPP - PROPOSED CONDITIONS

SW1.1

© COPYRIGHT 2025 CIVIL SITE GROUP INC.



NOTE: MACHINE SLICED HEAVY DUTY SILT FENCE SHOULD BE USED WHEN DIRECTED BY THE CITY.

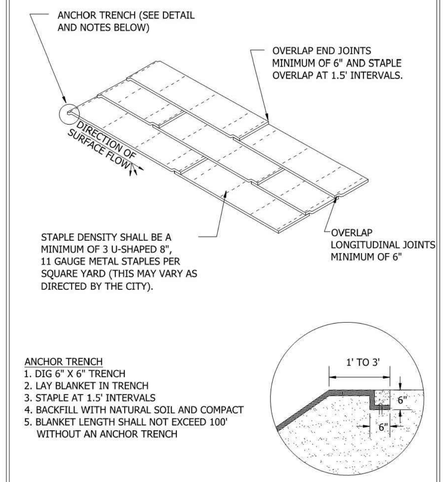
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
HEAVY DUTY SILT FENCE
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-3

48_ERO3.DWG



ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH

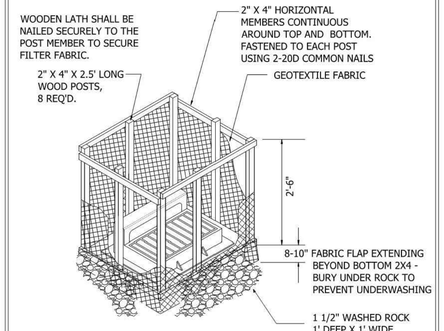
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
ROLLED EROSION PREVENTION PRODUCTS INSTALLATION
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-5

48_ERO5.DWG



NOTES:
CONTRACTOR SHALL CONSTRUCT SILT BOX TO FIT AROUND THE INLET STRUCTURE WITH 6" MINIMUM CLEARANCE TO EDGES OF STRUCTURE. SILT BOX TO BE PLACED ON AN EVEN SURFACE 6" BELOW STRUCTURE OPENING. TOP OF SILT BOX TO EXTEND 18" MINIMUM ABOVE EXISTING GRADE.

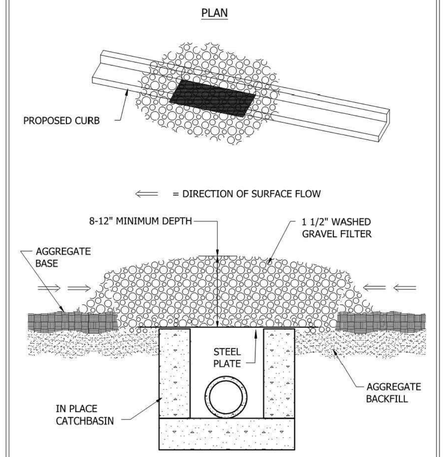
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
INLET PROTECTION SILT BOX FOR CATCH BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-7

48_ERO7.DWG



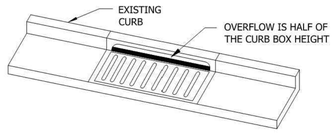
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
INLET PROTECTION ROCK FILTER FOR CATCH BASIN
COTTAGE GROVE, MINNESOTA

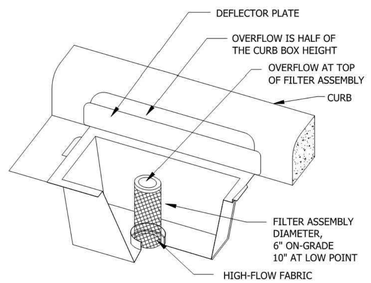
JANUARY 2023

PLATE NO. ERO-8

48_ERO8.DWG



NOTE: USE WIMCO ROAD DRAIN CG-23 OR CG-3290-VB (DEPENDING ON CASTING TYPE) HIGH FLOW INLET PROTECTION CURB AND GUTTER MODELS, OR CITY APPROVED EQUAL.



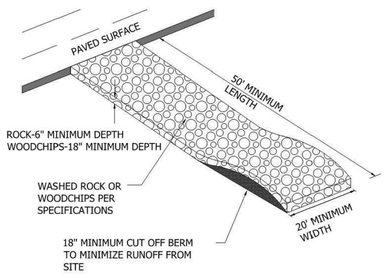
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
INLET PROTECTION CATCH BASIN INSERT
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-9

48_ERO9.DWG



NOTES:
1. FILTER FABRIC SHALL BE PLACED UNDER ROCK OR WOODCHIPS TO STOP MUD MIGRATION THROUGH ROCK.
2. ENTRANCE MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION TRACKING.

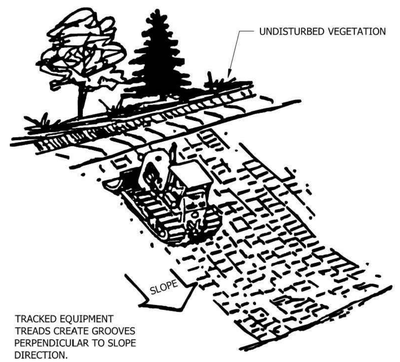
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
CONSTRUCTION ENTRANCE ROCK AND WOODCHIP
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-12

48_ERO12.DWG



TRACKED EQUIPMENT TREADS CREATE GROOVES PERPENDICULAR TO SLOPE DIRECTION.

NOTE:
ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1 REQUIRE SLOPE TRACKING. SLOPES WITH A GRADE MORE GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE STABILIZATION METHOD IS EROSION CONTROL BLANKET OR HYDROMULCH.

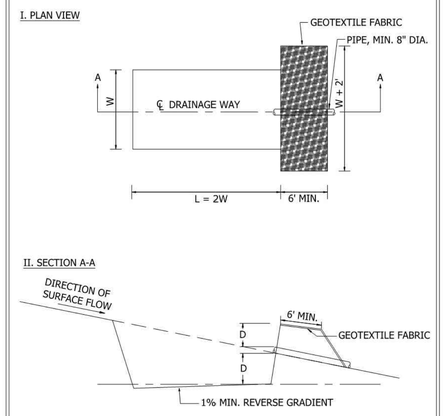
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
SLOPE TRACKING
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-13

48_ERO13.DWG



NOTE:
D=2' MIN, 4' MAX
W=10' MIN, 25' MAX
W(FT.)= 10 X DRAINAGE AREA (AC.)

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
TEMPORARY SEDIMENT TRAP/BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO. ERO-14

48_ERO14.DWG

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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.

ANDERS S. MELBY
DATE 01/29/2026 LICENSE NO. 58960

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

SWPPP - DETAILS

SW1.2

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 # MNR100001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

STORMWATER DISCHARGE DESIGN REQUIREMENTS

SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:
1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. CLEAR AND GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOPSOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CB'S
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOD/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP;
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMPS AND IMPLEMENTATION OF THE SWPPP
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
   - 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
   - 4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
   - 4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

CONSTRUCTION ACTIVITY REQUIREMENTS

SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS 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 (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPS IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.
9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE, IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPS DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
12. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPS.
3. PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMPS WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS.
6. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
7. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
8. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:
   - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR
   - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
   - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
    - a. DATE AND TIME OF INSPECTIONS; AND
    - b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
    - c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
    - d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
    - e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
    - f. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
    - g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRFDUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

PERMIT TERMINATION (SECTION 4 AND SECTION 13):

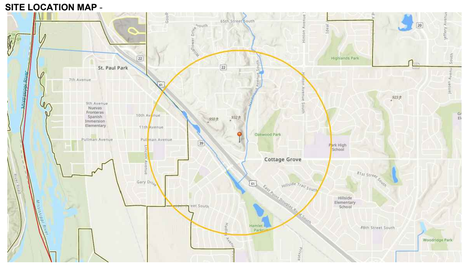
1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19

ATTACHMENT A: SITE SPECIFIC SWPPP DOCUMENT

PROJECT LOCATION			
ADDRESS	E POINT DOUGLAS RD S	CITY/TOWNSHIP	COTTAGE GROVE
STATE	MN	COUNTY	WASHINGTON
ZIP CODE	55016	PROJECT SIZE	3.3 ACRES
LATTITUDE/LONGITUDE OF APPROX. CENTROID OF PROJECT		44.835656 N, 92.963918 W	
METHOD OF LAT/LONG COLLECTION		ONLINE TOOL	
PROJECT TYPE		RESIDENTIAL	
IMPERVIOUS SURFACES (ACRES)			
EXISTING		0.0	
PROPOSED		1.6	
DIFFERENCE		1.6	
ESTIMATED CONSTRUCTION TIMELINE			
START	JUNE 2026	END	NOVEMBER 2028
CONSTRUCTION ACTIVITY		APARTMENT AND SITE DEVELOPMENT	
SOIL TYPES		SANDY SOILS	

RECEIVING WATER BODIES					
	WATER BODY ID	NAME OF WATER BODY	WATER BODY TYPE	SPECIAL WATER (Y/N)	IMPAIRED WATER (Y/N)
1	NA	HWY 10/61 CORRIDOR	POND	N	N

SITE LOCATION MAP -



GENERAL SITE INFORMATION (5.1)
1. DESCRIBE THE LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S). INCLUDE THE TIMING FOR INSTALLATION AND PROCEDURES USED TO ESTABLISH ADDITIONAL TEMPORARY BMP'S AS NECESSARY. (5.5)
THE PROJECT IS PROTECTED BY TWO (W) MAIN BMP'S, SILT FENCE AND INLET PROTECTION DEVICES. THE SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE AND MONITORED AS NECESSARY. INLET PROTECTION DEVICES WILL BE INSTALLED IN ALL CATCH BASINS ON THE SITE AND ANY OFF SITE THAT WILL RECEIVE STORMWATER RUNOFF FROM THIS SITE. AS THE PROJECT PROGRESSES ADDITIONAL BMP'S SUCH AS EROSION CONTROL BLANKET MAY BE UTILIZED.
2. ATTACH TO THIS SWPPP A TABLE WITH THE ANTICIPATED QUANTITIES FOR THE LIFE OF THE PROJECT FOR ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (5.7).
SEE PAGE SW1.3
3. ATTACH TO THIS SWPPP A SITE MAP THAT INCLUDES THE FOLLOWING FEATURES (5.9):
EXIST AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN THE PROJECT LIMITS.

LOCATIONS OF IMPERVIOUS SURFACES AND SOIL TYPES.
- EXISTING AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN PROJECT LIMITS.
- LOCATIONS OF AREAS NOT TO BE DISTURBED.
- LOCATION OF AREAS OF PHASED CONSTRUCTION.
- ALL SURFACE WATERS AND EXISTING WETLANDS WITHIN ONE MILE FROM THE PROJECT BOUNDARIES THAT WILL RECEIVE STORMWATER RUNOFF FROM THE SITE (IDENTIFIABLE ON MAPS SUCH AS USGS 7.5 MINUTE QUADRANGLE MAPS OR EQUIVALENT. WHERE SURFACE WATERS RECEIVING RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY WILL NOT FIT ON THE PLAN SHEET, THEY MUST BE IDENTIFIED WITH AN ARROW, INDICATING BOTH DIRECTION AND DISTANCE TO THE SURFACE WATER.
- METHODS TO BE USED FOR FINAL STABILIZATION OF ALL EXPOSED SOIL AREA

4. WERE STORMWATER MITIGATION MEASURES REQUIRED AS THE RESULT OF AN ENVIRONMENTAL, ARCHAEOLOGICAL, OR OTHER REQUIRED LOCAL, STATE OR FEDERAL REVIEW OF THE PROJECT?
NO
IF YES, DESCRIBE HOW THESE MEASURES WERE ADDRESSED IN THE SWPPP. (5.16)
N/A
5. IS THE PROJECT LOCATED IN A KARST AREA SUCH THAT ADDITIONAL MEASURES WOULD BE NECESSARY TO PROJECT DRINKING WATER SUPPLY MANAGEMENT AREAS AS DESCRIBED IN MINN. R. CHAPTERS 7050 AND 7060?
NO
IF YES, DESCRIBE THE ADDITIONAL MEASURES TO BE USED. (SECTION 23)
N/A
6. DOES THE SITE DISCHARGE TO A CALCEREOUS FEN LISTED IN MINN. R. 7050.0180, SUBP. 6.B?
NO
IF YES, A LETTER OF APPROVAL FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES MUST BE OBTAINED PRIOR TO APPLICATION FOR THIS PERMIT.
7. DOES THE SITE DISCHARGE TO A WATER THAT IS LISTED AS IMPAIRED FOR THE FOLLOWING POLLUTANT(S) OR STRESSOR(S): PHOSPHORUS, TURBIDITY, DISSOLVED OXYGEN OR BIOTIC IMPAIRMENT? USE THE SPECIAL AND IMPAIRED WATERS SEARCH TOOL AT: WWW.PCA.STATE.MN.US/WATER/STORMWATER/STORMWATER-C.HTML
NO
IF NO, SKIP TO TRAINING
DOES THE IMPAIRED WATER HAVE AN APPROVED TOTAL MAXIMUM DAILY LOADS (TMDL) WITH AN APPROVED WASTE LOAD ALLOCATION FOR CONSTRUCTION ACTIVITY?
N/A
IF YES:
A. LIST THE RECEIVING WATER, THE AREAS OF THE SITE DISCHARGING TO IT, AND THE POLLUTANT(S) IDENTIFIED IN THE TMDL.
B. LIST THE BMP'S AND ANY OTHER SPECIFIC CONSTRUCTION STORMWATER RELATED IMPLEMENTATION ACTIVITIES IDENTIFIED IN THE TMDL.

IF THE SITE HAS A DISCHARGE POINT WITHIN ONE MILE OF THE IMPAIRED WATER AND THE WATER FLOWS TO THE IMPAIRED WATER BUT NO SPECIFIC BMPS FOR CONSTRUCTION ARE IDENTIFIED IN THE TMDL, THE ADDITIONAL BMPS IN SECTION 23 MUST BE ADDED TO THE SWPPP AND IMPLEMENTED (15.19). THE ADDITIONAL BMPS ONLY APPLY TO THOSE PORTIONS OF THE PROJECT THAT DRAIN TO ONE OF THE IDENTIFIED DISCHARGE POINTS.

N/A

8. IDENTIFY ADJACENT PUBLIC WATERS WHERE THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR) HAS DECLARED "WORK IN WATER RESTRICTIONS" DURING FISH SPAWNING TIMEFRAMES
N/A

SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (SECTION 15)

1. WILL THE PROJECT CREATE A NEW CUMULATIVE IMPERVIOUS SURFACE GREATER THAN OR EQUAL TO ONE ACRE?

YES

IF YES, A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM THE CUMULATIVE NEW IMPERVIOUS SURFACES MUST BE RETAINED ON SITE (SEE 16.7 OF THE PERMIT) THROUGH INFILTRATION UNLESS PROHIBITED DUE TO ONE OF THE REASONS IN ITEMS 16.4 THROUGH 16.21. IF INFILTRATION IS PROHIBITED IDENTIFY OTHER METHOD OF MEETING WATER QUALITY REQUIREMENTS (E.G., FILTRATION SYSTEM, WET SEDIMENTATION BASIN, REGIONAL PONDING OR EQUIVALENT METHOD

2. DESCRIBE WHICH METHOD WILL BE USED TO TREAT RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT:

INCLUDE ALL CALCULATIONS AND DESIGN INFORMATION FOR THE METHOD SELECTED. SEE SECTION 23 OF THE PERMIT FOR SPECIFIC REQUIREMENTS ASSOCIATED WITH EACH METHOD.

FILTRATION

CALCULATIONS ARE WITHIN THE SITE STORM WATER MANAGEMENT REPORT AND PART OF THIS SWPPP AS ATTACHMENT D.

3. IF IT IS NOT FEASIBLE TO MEET THE TREATMENT REQUIREMENT FOR THE WATER QUALITY VOLUME, DESCRIBE WHY. THIS CAN INCLUDE PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY PERMANENT STORMWATER MANAGEMENT PRACTICES. DESCRIBE WHAT OTHER TREATMENT, SUCH AS GRASS SWALES, SMALLER PONDS, OR GRIT CHAMBERS, WILL BE IMPLEMENTED TO TREAT RUNOFF PRIOR TO DISCHARGE TO SURFACE WATERS. (15.8)

IT IS NOT FEASIBLE TO MEET REQUIREMENT FOR WATER QUALITY VOLUME. SITE LIES WITHIN 10-YEAR COMPOSITE GROUNDWATER CAPTURE ZONE, WHICH PROHIBITS INFILTRATION.

4. FOR PROJECTS THAT DISCHARGE TO TROUT STREAMS, INCLUDING TRIBUTARIES TO TROUT STREAMS, IDENTIFY METHOD OF INCORPORATING TEMPERATURE CONTROLS INTO THE PERMANENT STORMWATER MANAGEMENT SYSTEM.

N/A

EROSION PREVENTION PRACTICES (SECTION 8.1)
DESCRIBE THE TYPES OF TEMPORARY EROSION PREVENTION BMP'S EXPECTED TO BE IMPLEMENTED ON THIS SITE DURING CONSTRUCTION:
1. DESCRIBE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES TO MINIMIZE EROSION. DELINEATE AREAS NOT TO BE DISTURBED (E.G., WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) BEFORE WORK BEGINS.
SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE.
2. DESCRIBE METHODS OF TEMPORARILY STABILIZING SOILS AND SOIL STOCKPILES (E.G., MULCHES, HYDRAULIC TACKIFIERS, EROSION BLANKETS, ETC.):
TEMPORARY EROSION PROTECTION WILL BE SEED AND MULCH AND EROSION BLANKETS WHERE REQUIRED, WITH PERMANENT COVER BEING EITHER SOD OR LANDSCAPE FEATURES.
3. DESCRIBE METHODS OF DISSIPATING VELOCITY ALONG STORMWATER CONVEYANCE CHANNELS AND AT CHANNEL OUTLETS (E.G., CHECK DAMS, SEDIMENT TRAPS, RIP RAP, ETC.):
SOD WILL BE UTILIZED ALONG CHANNELS AND RIP RAP AT CHANNEL.
4. DESCRIBE METHODS TO BE USED FOR STABILIZATION OF DITCH AND SWALE WETTED PERIMETERS (NOTE THAT MULCH, HYDRAULIC SOIL TACKIFIERS, HYDROMULCHES, ETC. ARE NOT ACCEPTABLE SOIL STABILIZATION METHODS FOR ANY PART OF A DRAINAGE DITCH OR SWALE)
FINAL STABILIZATION OF SWALES WILL BE SOD
5. DESCRIBE METHODS TO BE USED FOR ENERGY DISSIPATION AT PIPE OUTLETS (E.G., RIP RAP, SPLASH PADS, GABIONS, ETC.)
RIP RAP WILL BE UTILIZED AT PIPE OUTLETS
6. DESCRIBE METHODS TO BE USED TO PROMOTE INFILTRATION AND SEDIMENT REMOVAL ON THE SITE PRIOR TO OFFSITE DISCHARGE, UNLESS INFEASIBLE (E.G., DIRECT STORMWATER FLOW TO VEGETATED AREAS): DISCONNECTED IMPERVIOUS AREA AND FILTRATION AREAS WILL BE UTILIZED
7. FOR DRAINAGE OR DIVERSION DITCHES, DESCRIBE PRACTICES TO STABILIZE THE NORMAL WETTED PERIMETER WITHIN 200 LINEAL FEET OF THE PROPERTY EDGE OR POINT OF DISCHARGE TO SURFACE WATER. THE LAST 200 LINEAL FEET MUST BE STABILIZED WITHIN **24 HOURS** AFTER CONNECTING TO SURFACE WATERS AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED FOR ALL DISCHARGES TO SPECIAL, IMPAIRED OR "WORK IN WATER RESTRICTIONS". ALL OTHER REMAINING PORTIONS OF THE TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER, PROPERTY EDGE AND CONSTRUCTION IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.
N/A, NO DITCHES ON SITE
8. DESCRIBE ADDITIONAL EROSION PREVENTION MEASURES THAT WILL BE IMPLEMENTED AT THE SITE DURING CONSTRUCTION (E.G., CONSTRUCTION PHASING, MINIMIZING SOIL DISTURBANCE, VEGETATIVE BUFFERS, HORIZONTAL SLOPE GRADING, SLOPE DRAINING/TERRACING, ETC.):
OTHER EROSION CONTROL PRACTICES INCLUDE BUT ARE NOT LIMITED TO: MINIMIZING SITE EXPOSURE WHEN POSSIBLE.
9. IF APPLICABLE, INCLUDE ADDITIONAL REQUIREMENTS IN APPENDIX A PART C.3 REGARDING MAINTAINING A 100-FOOT BUFFER ZONE OR INSTALLING REDUNDANT BMPS FOR PORTIONS OF THE SITE THAT DRAIN TO SPECIAL WATERS).
N/A
10. IF APPLICABLE, DESCRIBE ADDITIONAL EROSION PREVENTION BMPS TO BE IMPLEMENTED AT THE SITE TO PROTECT PLANNED FILTRATION AREAS
MINIMIZE SITE EXPOSURE IN AREAS ADJACENT TO FILTRATION AREAS.

SEDIMENT CONTROL PRACTICES (SECTION 9.1)
DESCRIBE THE METHODS OF SEDIMENT CONTROL BMPS TO BE IMPLEMENTED AT THIS SITE DURING CONSTRUCTION TO MINIMIZE SEDIMENT IMPACTS TO SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS
1. DESCRIBE METHODS TO BE USED FOR DOWN GRADIENT PERIMETER CONTROL:
SILT FENCE WILL BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE SITE
2. DESCRIBE METHODS TO BE USED TO CONTAIN SOIL STOCKPILES:
SEED AND MULCH AS WELL AS EROSION CONTROL BLANKETS WILL BE UTILIZED AS NECESSARY
3. DESCRIBE METHODS TO BE USED FOR STORM DRAIN INLET PROTECTION:
SEE INLET PROTECTION DETAILS
4. DESCRIBE METHODS TO MINIMIZE VEHICLE TRACKING AT CONSTRUCTION EXITS AND STREET SWEEPING ACTIVITIES:
THE PROJECT WILL UTILIZE A ROCK CONSTRUCTION ENTRANCE.
5. DESCRIBE METHODS, IF APPLICABLE, ADDITIONAL SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO BE INSTALLED TO KEEP RUNOFF AWAY FROM PLANNED INFILTRATION AREAS WHEN EXCAVATED PRIOR TO FINAL STABILIZATION OF THE CONTRIBUTING DRAINAGE AREA:
SILT FENCE TO BE INSTALLED IMMEDIATELY AFTER GRADING TO PROTECT FILTRATION AREAS.
6. DESCRIBE METHODS TO BE USED TO MINIMIZE SOIL COMPACTION AND PRESERVE TOP SOIL (UNLESS INFEASIBLE) AT THIS SITE:
LIGHT TRACKED EQUIPMENT WILL BE USED, TOPSOIL WILL BE STRIPPED AND STOCKPILED
7. DESCRIBE PLANS TO PRESERVE A 50-FOOT NATURAL BUFFER BETWEEN THE PROJECT'S SOIL DISTURBANCE AND A SURFACE WATER OR PLANS FOR REDUNDANT SEDIMENT CONTROLS IF A BUFFER IS INFEASIBLE:
N/A
8. DESCRIBE PLANS FOR USE OF SEDIMENTATION TREATMENT CHEMICALS (E.G., POLYMERS, FLOCCULANTS, ETC.) SEE PART 9.18 OF THE PERMIT:
N/A
9. IS THE PROJECT REQUIRED TO INSTALL A TEMPORARY SEDIMENT BASIN DUE TO 10 OR MORE ACRES DRAINING TO A COMMON LOCATION OR 5 ACRES OR MORE IF THE SITE IS WITHIN 1 MILE OF A SPECIAL OR IMPAIRED WATER?
NO
IF YES, DESCRIBE (OR ATTACH PLANS) SHOWING HOW THE BASIN WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 14.
N/A

**DEWATERING AND BASIN DRAINING

ATTACHMENT B: SWPPP INSPECTION FORM

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) CONSTRUCTION STORMWATER PERMIT (PERMIT) ISSUED ON AUGUST 1, 2018. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE; IT IS THE RESPONSIBILITY OF THE PERMITTEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

FACILITY INFORMATION
SITE NAME:
SITE ADDRESS: PERMIT NUMBER:
CITY: STATE: ZIP CODE:

INSPECTION INFORMATION
INSPECTOR NAME: _____ PHONE NUMBER: _____
ORGANIZATION/COMPANY MAN: _____
DATE (MM/DD/YYYY): _____ TIME: _____ AM / PM

	Y	N
IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)?	☐	☐

IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT:

7 DAY	RAIN
☐	☐

	Y	N
RAINFALL AMOUNT (IF APPLICABLE): _____		
IS SITE WITHIN ONE AERIAL MILE OF SPECIAL OR IMPAIRED WATER THAT CAN POTENTIALLY RECEIVE DISCHARGE FROM THE SITE?	☐	☐
IF YES, FOLLOW SECTION 23 AND OTHER APPLICABLE PERMIT REQUIREMENTS		

NOTE: IF N/A IS SELECTED AT ANY TIME, SPECIFY WHY IN THE COMMENT AREA FOR THAT SECTION.

EROSION CONTROL REQUIREMENT (SECTION 8.1)

	Y	N	N/A
1. ARE SOILS STABILIZED WHERE NO CONSTRUCTION ACTIVITY HAS OCCURRED FOR 14 DAYS (INCLUDING STOCKPILES)? (7 DAYS WHERE APPLICABLE, OR 24 HOURS DURING MINNESOTA DEPARTMENT OF NATURAL RESOURCES [DNR] FISH SPAWNING RESTRICTIONS)	☐	☐	☐
2. HAS THE NEED TO DISTURB STEEP SLOPES BEEN MINIMIZED?	☐	☐	☐
3. IF STEEP SLOPES ARE DISTURBED, ARE STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES USED?	☐	☐	☐
4. ALL DITCHES/SWALES STABILIZED 200' BACK FROM POINT OF DISCHARGE OR PROPERTY EDGE WITHIN 24 HOURS? (MULCH, HYDROMULCH, TACKIFIER, OR SIMILAR BEST MANAGEMENT PRACTICES [BMPS] ARE NOT ACCEPTABLE IN DITCHES/SWALES IF THE SLOPE IS GREATER THAN 2%)ARE APPROPRIATE BMP'S INSTALLED PROTECTING INLETS/OUTLETS?	☐	☐	☐
5. DO PIPE OUTLETS HAVE ENERGY DISSIPATION (WITHIN 24 HOURS OF CONNECTION)?	☐	☐	☐
6. IS CONSTRUCTION PHASING BEING FOLLOWED IN ACCORDANCE WITH THE SWPPP?	☐	☐	☐
7. ARE AREAS NOT TO BE DISTURBED MARKED OFF (FLAGS, SIGNS, ETC.)?	☐	☐	☐

COMMENTS:

SEDIMENT CONTROL REQUIREMENTS (SECTION 9.1)

	Y	N	N/A
1. ARE PERIMETER SEDIMENT CONTROLS INSTALLED PROPERLY ON ALL DOWN GRADIENT PERIMETERS?	☐	☐	☐
2. ARE APPROPRIATE BMPS INSTALLED PROTECTING INLETS, CATCH BASINS, AND CULVERT INLETS?	☐	☐	☐
3. IS A 50 FOOT NATURAL BUFFER PRESERVED AROUND ALL SURFACE WATERS DURING CONSTRUCTION?	☐	☐	☐
3.1. IF NO, HAVE REDUNDANT SEDIMENT CONTROLS BEEN INSTALLED?	☐	☐	☐
4. DO ALL ERODIBLE STOCKPILES HAVE PERIMETER CONTROL IN PLACE?	☐	☐	☐
5. IS THERE A TEMPORARY SEDIMENT BASIN ON SITE, AND IS IT BUILT AS REQUIRED IN SECTION 14 OF THE PERMIT?	☐	☐	☐
6. IS SOIL COMPACTION BEING MINIMIZED WHERE NOT DESIGNED FOR COMPACTION?	☐	☐	☐
7. IS TOPSOIL BEING PRESERVED UNLESS INFEASIBLE?	☐	☐	☐
8. IF CHEMICAL FLOCCULANTS ARE USED, IS THERE A CHEMICAL FLOCCULANT PLAN IN PLACE?	☐	☐	☐

COMMENTS:

MAINTENANCE AND INSPECTIONS (SECTION 11)

	Y	N	N/A
1. ARE ALL PREVIOUSLY STABILIZED AREAS MAINTAINING GROUND COVER?	☐	☐	☐
2. ARE PERIMETER CONTROLS MAINTAINED AND FUNCTIONING PROPERLY, SEDIMENT REMOVED WHEN ONE-HALF FULL?	☐	☐	☐
3. ARE INLET PROTECTION DEVICES MAINTAINED AND ADEQUATELY PROTECTING INLETS?	☐	☐	☐
4. ARE THE TEMPORARY SEDIMENT BASINS BEING MAINTAINED AND FUNCTIONING PROPERLY?	☐	☐	☐
5. ARE VEHICLE TRACKING BMPS AT SITE EXISTS IN PLACE AND MAINTAINED AND FUNCTIONING PROPERLY?	☐	☐	☐
6. IS ALL TRACKED SEDIMENT BEING REMOVED WITHIN 24 HOURS?	☐	☐	☐
7. HAVE ALL SURFACE WATERS, DITCHES, CONVEYANCES, AND DISCHARGE POINTS BEEN INSPECTED?	☐	☐	☐
8. WERE ANY DISCHARGES SEEN DURING THIS INSPECTION (I.E., SEDIMENT, TURBID WATER, OR OTHERWISE)?	☐	☐	☐

IF YES, RECORD THE LOCATION OF ALL POINTS OF DISCHARGE. PHOTOGRAPH AND DESCRIBE THE DISCHARGE (SIZE, COLOR, ODOR, FOAM, OIL SHEEN, TIME, ETC.). DESCRIBE HOW THE DISCHARGE WILL BE ADDRESSED. WAS THE DISCHARGE A SEDIMENT DELTA? IF YES, WILL THE DELTA BE RECOVERED WITHIN SEVEN DAYS AND IN ACCORDANCE WITH ITEM 11.5 OF THE PERMIT?

COMMENTS:

POLLUTION PREVENTION (SECTION 12)

	Y	N	N/A
1. ARE ALL CONSTRUCTION MATERIALS THAT CAN LEACH POLLUTANTS UNDER COVER OR PROTECTED?	☐	☐	☐
2. ARE HAZARDOUS MATERIALS BEING PROPERLY STORED?	☐	☐	☐
3. ARE APPROPRIATE BMPS BEING USED TO PREVENT DISCHARGES ASSOCIATED WITH FUELING AND MAINTENANCE OF EQUIPMENT OR VEHICLES?	☐	☐	☐
4. ARE ALL SOLID WASTES BEING PROPERLY CONTAINED AND DISPOSED OF?	☐	☐	☐
5. IS THERE A CONCRETE/OTHER MATERIAL WASHOUT AREA ON SITE AND IS IT BEING USED?	☐	☐	☐
6. IS THE CONCRETE WASHOUT AREA MARKED WITH A SIGN?	☐	☐	☐
7. ARE THE CONCRETE/OTHER MATERIAL WASHOUT AREAS PROPERLY MAINTAINED?	☐	☐	☐

COMMENTS:

OTHER

	Y	N	N/A
1. IS A COPY OF THE SWPPP, INSPECTION RECORDS, AND TRAINING DOCUMENTATION LOCATED ON THE CONSTRUCTION SITE, OR CAN IT BE MADE AVAILABLE WITHIN 72 HOURS?	☐	☐	☐
2. HAS THE SWPPP BEEN FOLLOWED AND IMPLEMENTED ON SITE, AND AMENDED AS NEEDED?	☐	☐	☐
3. IS ANY DEWATERING OCCURRING ON SITE?	☐	☐	☐
IF YES, WHAT BMPS ARE BEING USED TO ENSURE THAT CLEAN WATER IS LEAVING THE SITE AND THE DISCHARGE IS NOT CAUSING EROSION OR SCOUR?	☐	☐	☐
4. WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE CREATED FOR THIS PROJECT IF REQUIRED AND IN ACCORDANCE WITH SECTION 15 OF THE PERMIT (IF ADDING AN ACRE OR MORE OF NEW IMPERVIOUS SURFACE)? IF YES, DESCRIBE:	☐	☐	☐
5. IF INFILTRATION/FILTRATION SYSTEMS ARE BEING CONSTRUCTED, ARE THEY MARKED AND PROTECTED FROM COMPACTION AND SEDIMENTATION?	☐	☐	☐

6. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF CORRECTIVE ACTIONS:

7. PROPOSED AMENDMENTS TO THE SWPPP:

8. POTENTIAL AREAS OF FUTURE CONCERN:

9. ADDITIONAL COMMENTS

DISCLOSURES:

- AFTER DISCOVERY, THE PERMIT REQUIRES MANY OF THE DEFICIENCIES THAT MAY BE FOUND ON SITE BE CORRECTED WITHIN A SPECIFIED PERIOD OF TIME. SEE PERMIT FOR MORE DETAILS.
- THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPS UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO SECTION 3, OR THE PROJECT HAS MET THE TERMINATION CONDITIONS OF THE PERMIT AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MINNESOTA POLLUTION CONTROL AGENCY.

ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEM

ATTACHMENT C - COMBINED
FACILITY MANAGEMENT SCHEDULE

1. ALL STORMWATER RETENTION, DETENTION AND TREATMENT BASINS MUST BE INSPECTED AT LEAST ONCE A YEAR TO DETERMINE THAT BASIN RETENTION AND TREATMENT CHARACTERISTICS ARE ADEQUATE. A STORAGE TREATMENT BASIN WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE WET STORAGE VOLUME BY 50 PERCENT OR DRY STORAGE VOLUME BY 25 PERCENT OF ITS ORIGINAL DESIGN VOLUME. BASED ON THIS INSPECTION, IF A STORMWATER BASIN REQUIRES SEDIMENT CLEANOUT, THE BASIN WILL BE RESTORED TO ITS ORIGINAL DESIGN CONTOURS AND VEGETATED STATE WITHIN ONE YEAR OF THE INSPECTION DATE.
2. ALL GRIT CHAMBERS, SUMP CATCH BASINS, SUMP MANHOLES, OUTLET STRUCTURES, CULVERTS, OUTFALL STRUCTURES AND OTHER STORMWATER FACILITIES FOR WHICH MAINTENANCE REQUIREMENTS ARE NOT OTHERWISE SPECIFIED HEREIN MUST BE INSPECTED IN THE SPRING, SUMMER AND FALL OF EACH YEAR. WITHIN 30 DAYS OF THE INSPECTION DATE, ALL ACCUMULATED SEDIMENT AND DEBRIS MUST BE REMOVED SUCH THAT EACH STORMWATER FACILITY OPERATES AS DESIGNED AND PERMITTED. CONTRIBUTING DRAINAGE AREAS MUST BE KEPT CLEAR OF LITTER AND VEGETATIVE DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS KEPT CLEAR, INLET AREAS KEPT CLEAN, AND UNDESIRABLE VEGETATION REMOVED. EROSION IMPAIRING THE FUNCTION OR INTEGRITY OF THE FACILITIES, IF ANY, WILL BE CORRECTED, AND ANY STRUCTURAL DAMAGE IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF THE FACILITIES MUST BE REPAIRED.
3. VOLUME CONTROL FACILITIES AND CONTRIBUTING DRAINAGE AREAS MUST BE INSPECTED EVERY THREE MONTHS DURING THE OPERATIONAL PERIOD (BETWEEN SPRING SNOWMELT AND FIRST SUBSTANTIAL SNOWFALL) AND MONITORED AFTER RAINFALL EVENTS OF 1 INCH OR MORE TO ENSURE THAT THE CONTRIBUTING DRAINAGE AREA IS CLEAR OF LITTER AND DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS ARE CLEAR, INLET AREAS ARE CLEAN, UNDESIRABLE VEGETATION IS REMOVED AND THERE IS NO EROSION IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF A FACILITY. IF SEDIMENT HAS ACCUMULATED IN A INFILTRATION FEATURE, WITHIN 30 DAYS OF INSPECTION DEPOSITED SEDIMENTS MUST BE REMOVED, THE INFILTRATION CAPACITY OF THE UNDERLYING SOILS MUST BE RESTORED, AND ANY SURFACE DISTURBANCE MUST BE STABILIZED. INSPECTION MUST ENSURE THAT SEDIMENT TRAPS AND FOREBAYS ARE TRAPPING SEDIMENT AND THAT MORE THAN 50 PERCENT OF THE STORAGE VOLUME REMAINS, THE CONTRIBUTING DRAINAGE AREA IS STABLE (I.E., NO EROSION IS OBSERVED), AND INLETS AND OUTLET/OVERFLOW SPILLWAYS ARE IN GOOD CONDITIONS WITH NO EROSION. MAINTENANCE TECHNIQUES USED MUST PROTECT THE INFILTRATION CAPACITY OF THE PRACTICE BY LIMITING SOIL COMPACTION TO THE GREATEST EXTENT POSSIBLE (E.G., BY USING LOW-IMPACT EARTH-MOVING EQUIPMENT).
4. UNDERGROUND STORAGE CHAMBERS MUST BE INSPECTED AT LEAST ONCE A YEAR TO ENSURE THAT ADEQUATE STORAGE CAPACITY REMAINS. CAPACITY WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE STORAGE VOLUME BY 50 PERCENT OF ITS ORIGINAL DESIGN VOLUME. ACCUMULATED DEBRIS AND SEDIMENT WILL BE REMOVED, AND INLET AND OUTLET STRUCTURES WILL BE CLEARED OF ANY FLOW IMPEDIMENTS.

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
DOUGLAS ROAD MULTIFAMILY
E POINT DOUGLAS ROAD S, COTTAGE GROVE, 55016

OWNER
EAST POINT APARTMENTS LLC
1834 EAST 38TH STREET, MINNEAPOLIS, MN 55407

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.

ANDERS S. MELBY
DATE 01/29/2026 LICENSE NO. 58960

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/29/2025	CITY SUBMITTAL
10/30/2025	WATERSHED SUBMITTAL
11/14/2025	CITY RESUBMITTAL
12/08/2025	CITY RESUBMITTAL
01/29/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	BN, AM
REVIEWED BY	PS
PROJECT NUMBER	25157

REVISION SUMMARY

DATE	DESCRIPTION

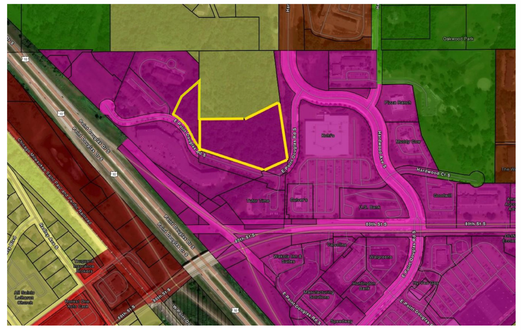
SWPPP - ATTACHMENTS

SW1.5

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

ZONING AND SITE

PROPERTY AREA	266,961 SF (COMBINED LOTS)
ZONED	MU (BUSINESS DISTRICT)
MINIMUM LOT WIDTH	100'
PROPERTY LOT WIDTH	923'



SS 11-8-3 ITEM B - DEVELOPMENT STANDARDS TABLE:
25' FRONT YARD SETBACK
20' CORNER LOT ON FRONT AND SIDE YARD

FLOOR AREA RATIO DENSITY (FAR)

INCLUDING 2 PARKING LEVELS	1.02
NOT INCLUDING PARKING LEVELS	0.64

BUILDING AREAS

LEVEL	AREA
LOWER PARKING	52,360 SF
UPPER PARKING	50,120 SF
LEVEL 1	42,610 SF
LEVEL 2	42,610 SF
LEVEL 3	42,610 SF
LEVEL 4	42,030 SF
GRAND TOTAL	272,330 SF

UNIT MIX

UNIT TYPE	#	%	AREA*
1BR	73	40%	52,995 SF
1BR+D	28	15%	25,775 SF
2BR	22	12%	25,990 SF
3BR	4	2%	5,390 SF
ALCOVE	48	26%	31,075 SF
STUDIO	8	4%	3,990 SF
UNITS TOTAL	183		145,215 SF

PARKING

PARKING	#	%
ACCESSIBLE	6	2%
COMPACT	4	1%
STANDARD	286	97%
TOTAL PARKING	296	

STANDARD STALL = 20'x9'

PARKING LEVEL	#
LOWER PARKING	165
UPPER PARKING	131
TOTAL PARKING	296

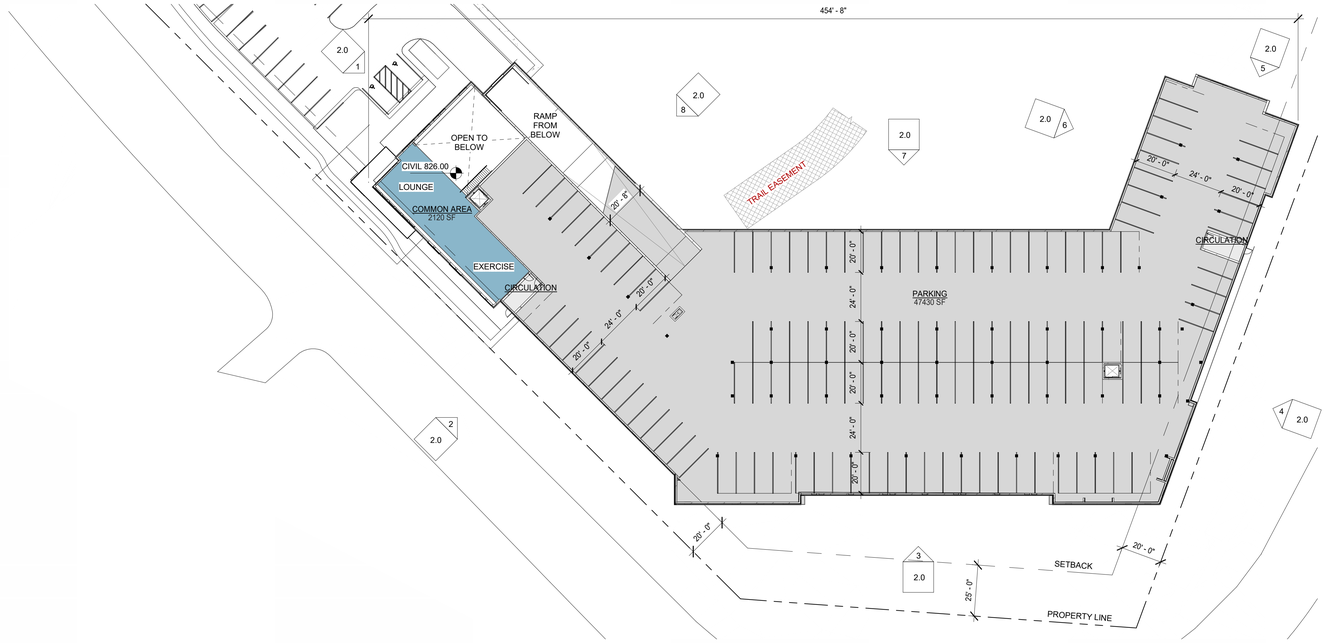
SURFACE PARKING INCLUDED WITH LOWER PARKING LEVEL

ZONING CODE PARKING:
SS 11-3-4: OFF-STREET PARKING AND LOADING
NO PARKING RATIO IDENTIFIED FOR MULTIFAMILY BUILDINGS IN BUSINESS DISTRICT

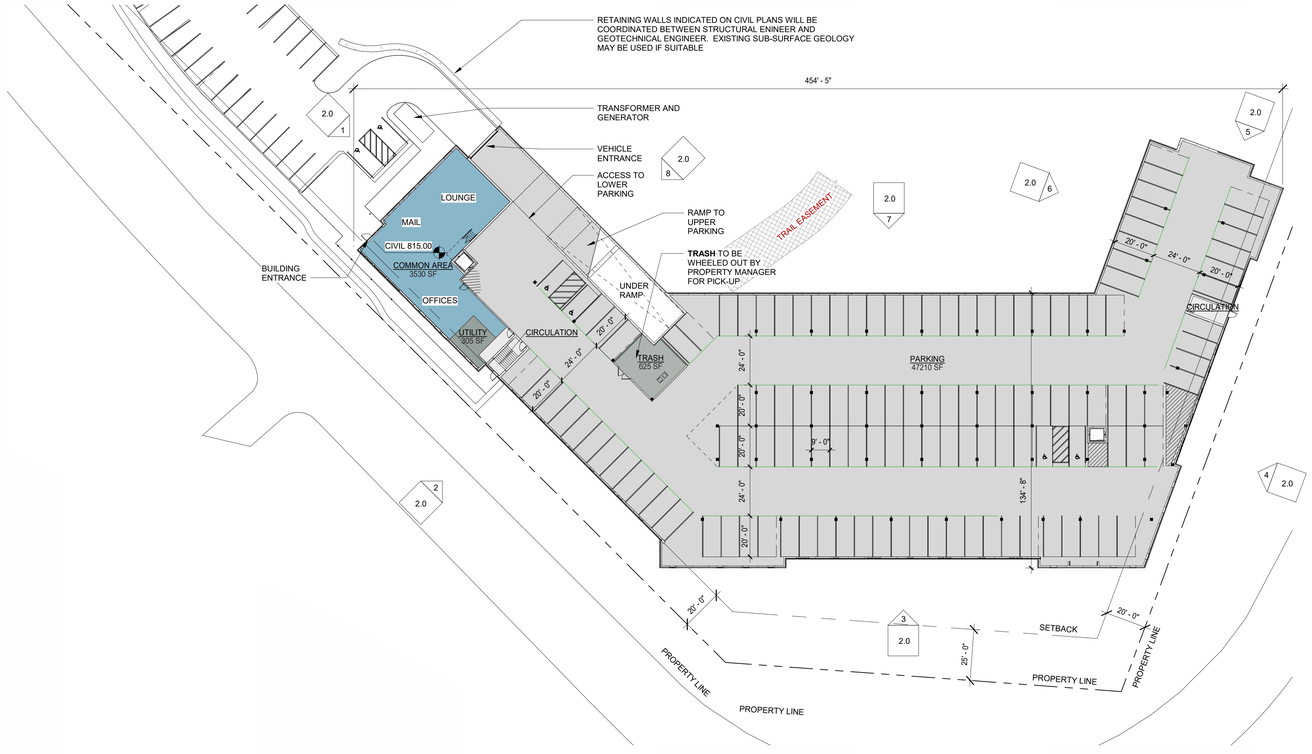
PARKING RATIO PROVIDED:

UNIT TYPE	COUNT	RATIO	TOTAL
STUDIO	8	1	8
ALCOVE	48	1	48
1 BR	73	1.5	110
1 BR + DEN	28	1.5	42
2 BR	22	2	44
3 BR	4	3	12
GUEST PARKING			32
			296

3 1.0 SITE CONTEXT
1" = 200'-0"



2 1.0 UPPER PARKING LEVEL
1" = 30'-0"



1 1.0 LOWER PARKING LEVEL
1" = 30'-0"

Collage architects
www.collagearchitects.com

YELLOW TREE

Cottage Grove - East Point Douglas Rd S

DATE: 12.08.2025

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER KEELY
REGISTRATION NO: 23570

Collage | architects
Architects
Pete Keely
651.472.0050
708 15th Avenue NE
Minneapolis, MN 55413

Civill Engineer
CIVIL SITE GROUP
MATTHEW PAVEK
PATRICK SARVER
612.615.0060
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

DATE: 12.08.2025

SITE PLAN REVIEW

REVISIONS:

No.	Date	Description

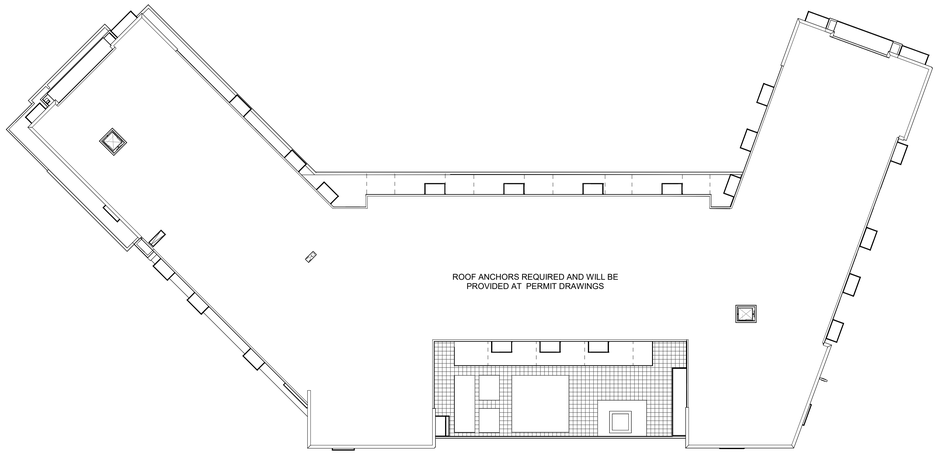
PROJECT NO:	Project Number
DRAWN BY:	Author
CHK'D BY:	Checker

SHEET TITLE

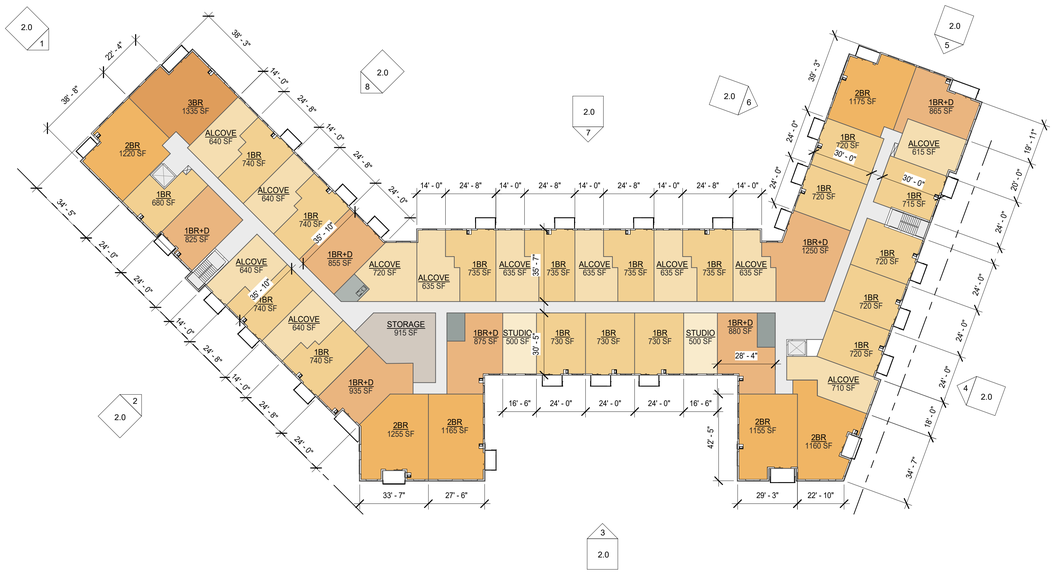
FLOOR PLANS

1.0

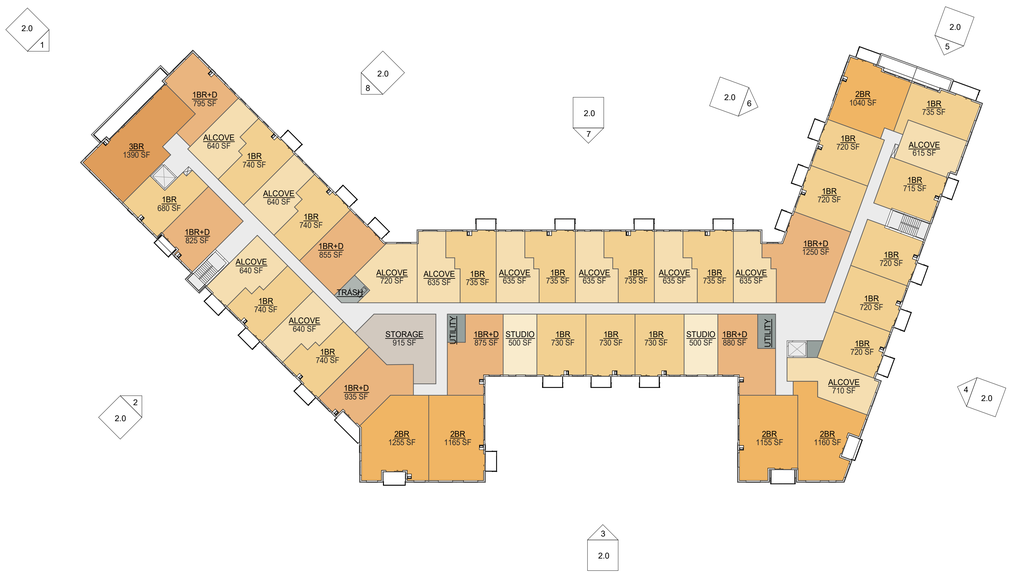
1/29/2026 11:56:39 AM



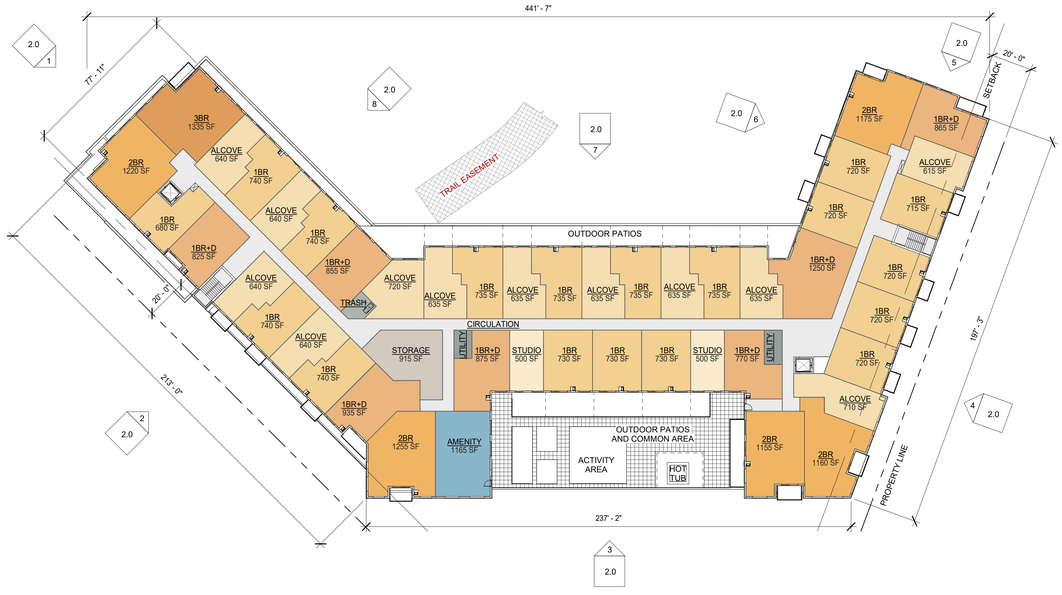
4 ROOF PLAN
1.1 1" = 30'-0"



2 LEVELS 2-3 FLOOR PLAN
1.1 1" = 30'-0"



3 LEVEL 4 FLOOR PLAN
1.1 1" = 30'-0"



1 LEVEL 1 FLOOR PLAN
1.1 1" = 30'-0"

7.5 15 30 60

1/29/2026 11:56:47 AM

Collage architects

www.collagearchitects.com

YELLOW TREE

Cottage Grove - East Point
Douglas Rd S

DATE: 12.08.2025

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER KEELY
REGISTRATION NO: 23570

Collage | architects
Architects
Pete Keely
651.472.0050
708 15th Avenue NE
Minneapolis, MN 55413

Civil Engineer
CIVIL SITE GROUP
MATTHEW PAVEK
PATRICK SARVER
612.615.0060
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

DATE: 12.08.2025

SITE PLAN REVIEW

REVISIONS:

No.	Date	Description

PROJECT NO:	Project Number
DRAWN BY:	Author
CHK'D BY:	Checker

SHEET TITLE

FLOOR PLANS

1.1

CLASS 1 MATERIALS EXCEED 61%

1 2.0 WEST LEG - WEST ELEVATION
1/16" = 1'-0"

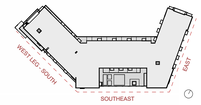
MATERIALS - WEST LEG - WEST		
CLASS 1 - BRICK	828 SF	14.4%
CLASS 1 - CAST STONE	934 SF	16.3%
CLASS 1 - GLAZING	1933 SF	33.6%
CLASS 2 - BURNISHED BLOCK	331 SF	5.8%
CLASS 3 - FIBER CEMENT	1071 SF	18.6%
CLASS 3 - METAL PANEL	652 SF	11.3%
	5749 SF	

2 2.0 WEST LEG - SOUTH ELEVATION
1/16" = 1'-0"

TOTAL BUILDING CLASS 1 MATERIALS EQUAL 61%
TOTAL STREET FACING CLASS 1 MATERIALS EXCEED 65%

MATERIALS - TOTAL MATERIALS		
CLASS 1 - BRICK	6735 SF	8%
CLASS 1 - CAST STONE	22013 SF	26.1%
CLASS 1 - GLAZING	23081 SF	27.4%
CLASS 2 - BURNISHED BLOCK	331 SF	0.4%
CLASS 3 - FIBER CEMENT	28905 SF	34.3%
CLASS 3 - METAL PANEL	3252 SF	3.9%

TOTAL BUILDING INCLUDES BALCONY RETURN WALLS AND COURTYARD WALLS THAT MAY NOT BE SHOWN IN ELEVATIONS



STREET FACING ELEVATIONS

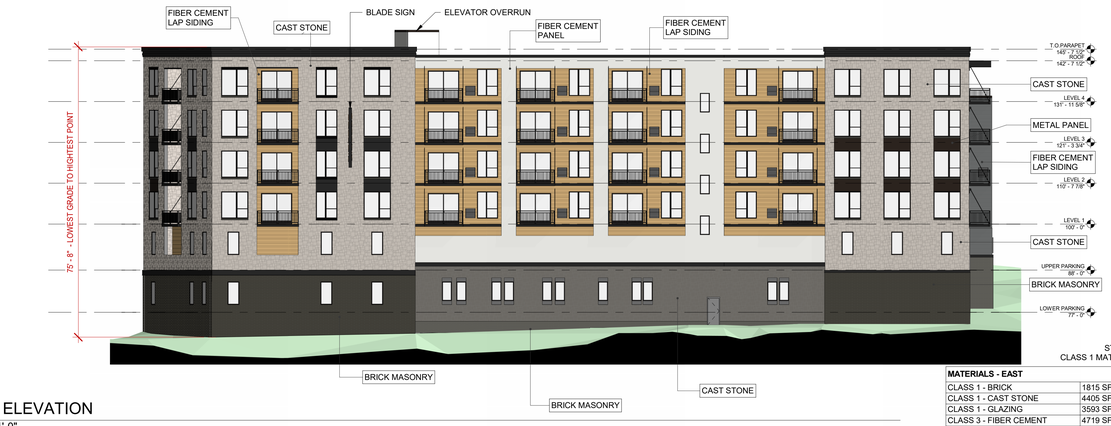
STREET FACING
CLASS 1 MATERIALS = 65%

MATERIALS - WEST LEG - SOUTH		
CLASS 1 - BRICK	1329 SF	8.6%
CLASS 1 - CAST STONE	4950 SF	31.9%
CLASS 1 - GLAZING	3826 SF	24.7%
CLASS 3 - FIBER CEMENT	4106 SF	26.5%
CLASS 3 - METAL PANEL	1285 SF	8.3%
	15497 SF	

3 2.0 SOUTHEAST ELEVATION
1/16" = 1'-0"

STREET FACING
CLASS 1 MATERIALS = 75%

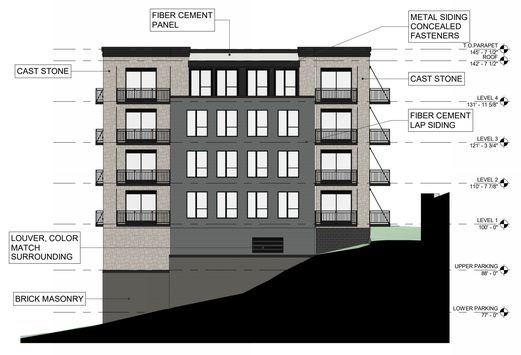
MATERIALS - SOUTHEAST		
CLASS 1 - BRICK	1952 SF	10.9%
CLASS 1 - CAST STONE	6952 SF	38.8%
CLASS 1 - GLAZING	4531 SF	25.3%
CLASS 3 - FIBER CEMENT	4213 SF	23.5%
CLASS 3 - METAL PANEL	263 SF	1.5%
	17911 SF	



4 2.0 EAST ELEVATION
1/16" = 1'-0"

STREET FACING
CLASS 1 MATERIALS = 65%

MATERIALS - EAST		
CLASS 1 - BRICK	1815 SF	12.1%
CLASS 1 - CAST STONE	4405 SF	29.4%
CLASS 1 - GLAZING	3593 SF	24%
CLASS 3 - FIBER CEMENT	4719 SF	31.5%
CLASS 3 - METAL PANEL	451 SF	3%
	14983 SF	



5 2.0 NORTH LEG - NORTH ELEVATION
1/16" = 1'-0"

MATERIALS - NORTH LEG - NORTH		
CLASS 1 - BRICK	601 SF	14.2%
CLASS 1 - CAST STONE	1197 SF	28.3%
CLASS 1 - GLAZING	1112 SF	26.3%
CLASS 3 - FIBER CEMENT	1177 SF	27.9%
CLASS 3 - METAL PANEL	134 SF	3.2%
	4221 SF	

6 2.0 NORTH LEG - WEST ELEVATION
1/16" = 1'-0"

MATERIALS - NORTH LEG - WEST		
CLASS 1 - CAST STONE	676 SF	15.5%
CLASS 1 - GLAZING	1409 SF	32.3%
CLASS 3 - FIBER CEMENT	2122 SF	48.7%
CLASS 3 - METAL PANEL	152 SF	3.5%
	4359 SF	

7 2.0 NORTHWEST ELEVATION
1/16" = 1'-0"

MATERIALS - NORTHWEST		
CLASS 1 - GLAZING	3130 SF	34.7%
CLASS 3 - FIBER CEMENT	5881 SF	65.3%
	9011 SF	

8 2.0 WEST LEG - NORTH ELEVATION
1/16" = 1'-0"

MATERIALS - WEST LEG - NORTH		
CLASS 1 - BRICK	210 SF	3.6%
CLASS 1 - GLAZING	2074 SF	35.9%
CLASS 3 - FIBER CEMENT	3321 SF	57.5%
CLASS 3 - METAL PANEL	171 SF	3%
	5776 SF	

1/29/2026 11:57:04 AM

Collage architects
www.collagearchitects.com
YELLOW TREE

Cottage Grove - East Point
Douglas Rd S

DATE: 12.08.2025

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER KEELY
REGISTRATION NO: 23570

Collage | architects
Architects
Pete Keely
651.472.0050
708 15th Avenue NE
Minneapolis, MN 55413

Civil Engineer
CIVIL SITE GROUP
MATTHEW PAVEK
PATRICK SARVER
612.615.0060
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

DATE: 12.08.2025

SITE PLAN REVIEW

REVISIONS:

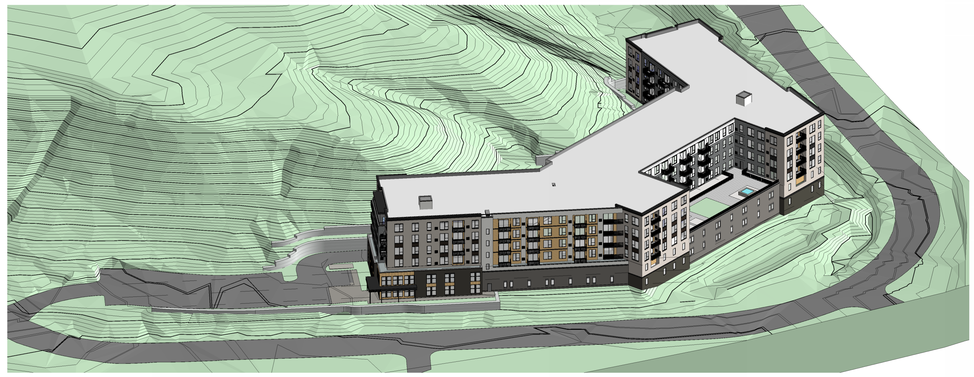
No.	Date	Description

PROJECT NO:	Project Number
DRAWN BY:	Author
CHK'D BY:	Checker

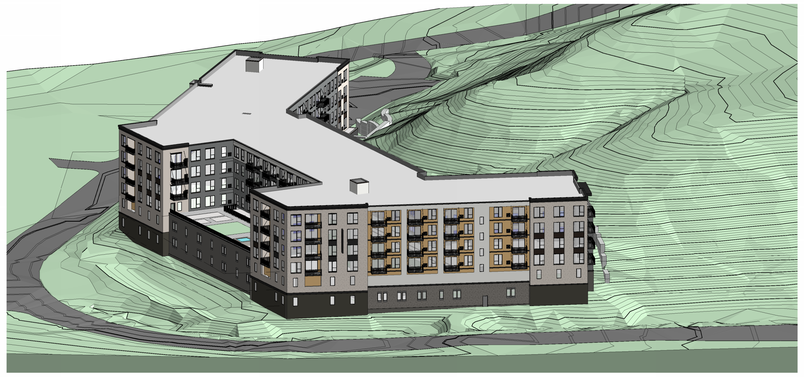
SHEET TITLE

ELEVATIONS

2.0



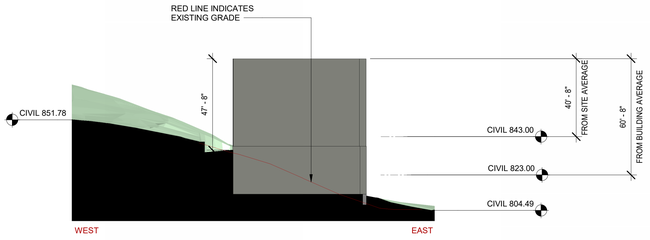
5.1 2.1 BIRDSEYE - SOUTHWEST LOOKING NORTHEAST



5.2 2.1 BIRDSEYE - EAST LOOKING WEST

GRADING NOTES

SITE HIGHEST POINT - APX	884.5'
SITE LOWEST POINT - APX	801.5'
SITE AVERAGE BEWTEEN =	843.0'
HIGHEST GRADE AT BUILDING -	838.0'
LOWEST GRADE AT BUILDING -	808.3'
AVERAGE GRADE BETWEEN	823.15'

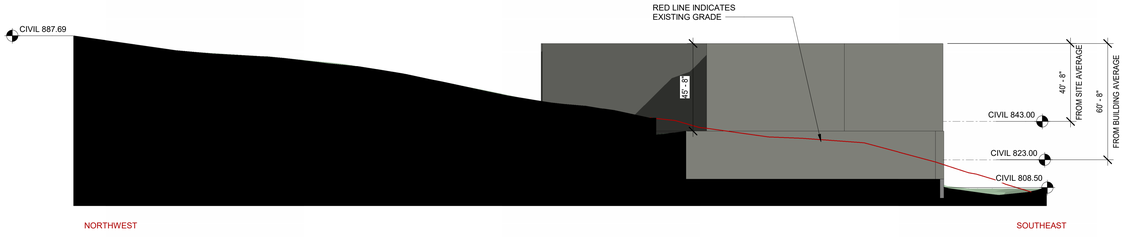


3 2.1 SECTION DIAGRAM 3 - EAST SIDE LOOKING NORTH

1/32" = 1'-0"

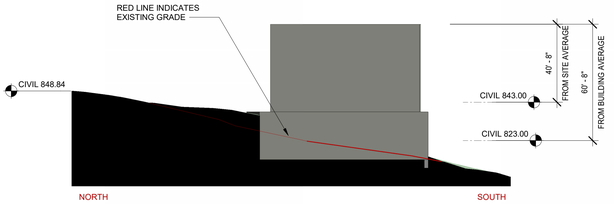
4 2.1 SITE GRADING DIAGRAM

1/64" = 1'-0"



2 2.1 SECTION DIAGRAM 2 - CENTER OF BUILDING LOOKING NORTHEAST

1/32" = 1'-0"



1 2.1 SECTION DIAGRAM 1 - WEST SIDE LOOKING EAST

1/32" = 1'-0"

1/29/2026 11:57:14 AM

Collage architects

www.collagearchitects.com

YELLOW TREE

Cottage Grove - East Point
Douglas Rd S

DATE: 12.08.2025

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER KEELY
REGISTRATION NO: 23570

Collage | architects
Architects
Pete Keely
651.472.0050
708 15th Avenue NE
Minneapolis, MN 55413

Civil Engineer
CIVIL SITE GROUP
MATTHEW PAVEK
PATRICK SARVER
612.615.0060
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

DATE: 12.08.2025

SITE PLAN REVIEW

REVISIONS:

No.	Date	Description

PROJECT NO:	**Project Number**
DRAWN BY:	**Author**
CHK'D BY:	**Checker**

SHEET TITLE

SITE DIAGRAMS

2.1

NORTHEAST CORNER LOOKING SOUTHWEST

SOUTHEAST CORNER LOOKING WEST

SOUTH CORNER LOOKING NORTH

SOUTHWEST CORNER LOOKING NORTHEAST AT BUILDING ENTRY

Collage architects
www.collagearchitects.com

YELLOW TREE

Cottage Grove - East Point
Douglas Rd S

DATE: 10.29.2025

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER KEELY
REGISTRATION NO: 23570

Collage | architects
Architects
Pete Keely
651.472.0050
708 15th Avenue NE
Minneapolis, MN 55413

Civil Engineer
CIVIL SITE GROUP
MATTHEW PAVEK
PATRICK SARVER
612.615.0060
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

DATE: 10.29.2025

SITE PLAN REVIEW

REVISIONS:

No.	Date	Description

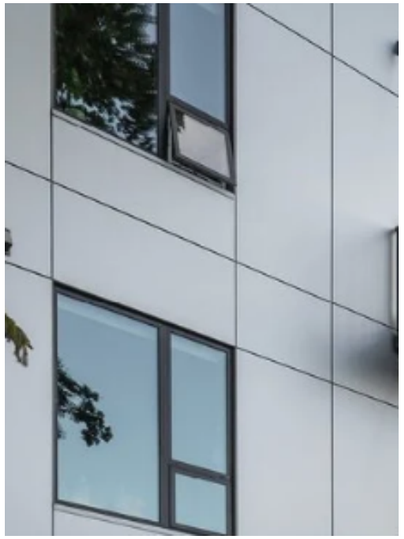
PROJECT NO:	Project Number
DRAWN BY:	Author
CHK'D BY:	Checker

SHEET TITLE

PERSPECTIVES

3.0

10/29/2025 11:54:10 AM



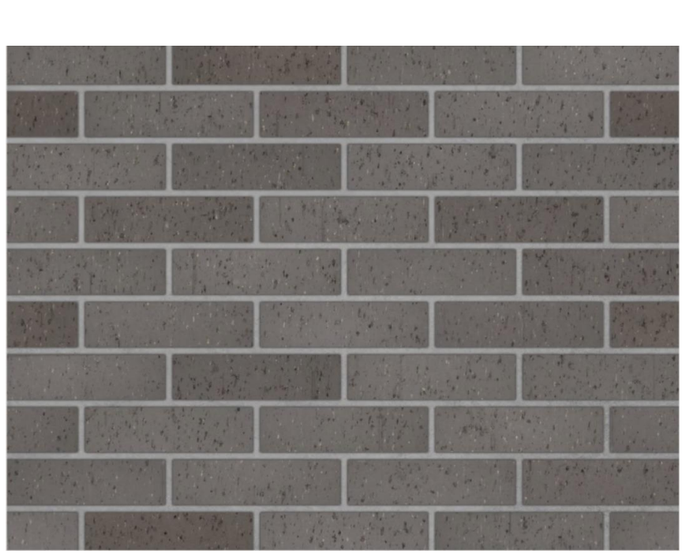
WINDOWS AND FIBER CEMENT
PANEL - LT. GRAY

WOOD PRINTED METAL PANEL -
CONCEALED FASTENERS
LT. BROWN

FIBER CEMENT LAP SIDING
GRAY

METAL ACCENT PANEL AND TRIM
BLACK

BRICK - DARK GRAY



BRICK - MEDIUM GRAY

CULTURED STONE - WARM LT. GRAY

YELLOWTREE

October 29, 2024

Samantha Pierret, AICP
Senior Planner
City of Cottage Grove
12800 Ravine Parkway South, Cottage Grove, MN 55016

RE: Douglas Road market-rate housing proposal

Project Description:

The proposed project is located on an undeveloped hillside on Douglas Drive.

The building proposed will be four stories, with two levels of below grade parking. The building will contain a total of 186 market rate units, with a mix of studio, alcoves, 1-,1 bedroom den, 2-, and 3-bedroom units per the mix below. Note: Alcove units are a hybrid between a one bedroom and a studio where the units have a bed alcove area inside the unit. The range of units will provide for a diverse mix of household types, and different levels of rent. Although each unit type would attract a mix of tenants, we have found that some general trends do exist for the make-up of the residents. The residents in the smaller units would generally be a traditional younger renter starting out that wants to be in the community. The larger one-bedroom units and the one-bedroom units with dens tend to appeal to a more established single person, sometimes with part-time children, often working from home, especially with the dens. There are two-bedroom units that would appeal equally to young couples, or roommates. The three-bedroom units would generally appeal to young families. We have also included some upscale penthouse-style units on the fourth floor.

The resident mix and type is intended to meet the market with reasonable rents for the level of amenities, on this great site in a great community. Building amenities include a sky lounge with a roof deck, fitness center, yoga studio, package center, work from home stations, and community rooms with a kitchen and gaming areas. Potential outdoor amenities include a pool and amenity deck with turf area for yard games and volleyball, patio spaces, grilling stations, and a sauna.

Building Metrics:

	PROPOSED
Front yard setback at Douglas drive	25’
REVERSE Side yard setback at 71st	21’-4”"
Rear yard setback	GREATER THAN 50’
Floor Area Ratio	.77 (residential area)
Floor Area Ratio	1.24 total area.
Maximum Height	77’-7”

Building Design and Materials:

The site sits in a prominent area at the base of a large hill. The hill has approximately 40’ of grade change from the front (street side of the building to the back of the building (hill side). The design accommodates the hill and wraps around the base. The structure with a two-story parking area helps to mitigate the grade change and acts as a retaining wall. Aesthetically this creates a base for the building. The base around the building is articulated with masonry construction. The upper portion of the building highlights the two corners in a symmetrical pattern with a courtyard in the middle. The courtyard provides an amenity for the residents, and it also breaks up the mass of the building and provides a greater setback along Douglas Drive. The front entry is located on the north portion of the site and will be a two-story element to help reduce the scale and create an entry identity for the project. This area is an amenity for the residents and provides easy access for visitors. A canopy will highlight the entry.

The building is four stories of wood frame construction over two stories of concrete construction. The building is four stories tall on the hill side. On the street side the grade changes to expose one to two stories of the parking area.

Building materials will consist primarily of brick, and burnished block at the lower stories. Cultured stone, cement board in a lap siding profile, along with flat panel cement board, composite widows, and prefinished aluminum trim, Brick is located at the front of the building facing Douglas Drive. See elevations.

Height: The proposed project is four stories tall, over two levels of underground parking. The above ground portion of the building is generally 48'-0" above the parking. Most of the parking is below grade on the hillside. However, the below grade parking levels are exposed on the street sides. The average height is approximately 44'-8" above average site grade. There is also an elevator overrun, and a parapet that helps to screen mechanical units that is an additional 5' above the roof deck. From the building’s entry to the top of the parapet, the height is 68’-7” (55’ allowed per zoning). The project site has steep existing grade making the north side building height at 45’-7” at the highest grade along the building. Grade is at its lowest in the south side of the east wall where the building height appears 77’-7”. Retaining walls are

required to keep the existing higher grades, these could be as tall as 19' along the north side. These walls are held off the building 15' to allow for views and light into the units and provide a wide walking path. Grade is modified around the building to manage stormwater and provide egress and access. Please see sheet 2.1, Site Diagrams for grade related to building height.

VARIANCE REQUEST:

We are requesting a height variance for the project. This is necessary due to the extreme slopes of the site. On a typical flat site, the building would be less than 55' from typical grade. However, on this site the drop in grade is exposing an additional 12-16' of the building. Additionally, the site is irregular in shape. The site is further restricted by the curve along Douglas Drive and the limitations for safe vehicular access points along Douglas.

Therefore: The variance request is based on the conditions of the site, and is unique to the site, and not caused by the owner, and is not for financial reasons.

Site Access and Parking:

The site has one access point at the east end. This location is selected as it mitigates the grade differences on the site. The enclosed parking is accessed from the east side. There is an internal ramp that allows access to both levels of parking.

There are a total of 293 parking stalls proposed. 258 stalls are enclosed in two levels of underground parking .These stalls are for residents only. The surface area consists of 35 parking stalls. These stalls would be a mix of visitor parking as well as resident parking.

In suburban areas we have found that the appropriate level of parking is measured by the number of bedrooms. Typical parking ratios do not account for differences in unit sizes, thus a studio apartment would have the same parking requirement as a three bedroom apartment when looking at a per unit parking requirement. We have also found that when most parking requirement standards were implemented, the typical market for apartments was predominately two- and three-bedroom apartments (roughly 2/3 of the total). The current market for apartments, and this proposal is for smaller units. The proposed plan has 67% studio and one-bedroom units, and 33% two- and three-bedroom units. This proposed development has a total of 219 bedrooms.

The proposed plan provides 258 enclosed parking stalls for 219 bedrooms. Every unit will have an enclosed stall for every bedroom in their unit. We have proposed a few less as two- and three-bedroom units often have children, and to account for a standard vacancy rate of about 3%. We do recognize that some of the units will have multiple drivers, while some of the units will have multiple drivers that share a car. Additionally, there are 35 on-site parking stalls. This brings the overall parking ratio to 1.39 stalls per unit, and 1.18 stalls per bedroom.

We believe this parking ratio is more than sufficient to meet the needs of the development. Parking is not only expensive, but additional parking would take up valuable greenspace. Meeting the parking need or

our residents is of critical importance to us as not having enough would be a detriment to leasing, and therefore we need to make sure that there is enough parking while conserving greenspace. Based on our own properties, and evaluation of the overall market, resident demands, and parking use we know that a ratio of one stall per bedroom is sufficient.

The ITE parking generation Manual 2023 suggests the multi-family ratio for areas outside of transit service should be 1 stall per bedroom, and / or 1.7 stalls per unit. The proposed ITE standard for 219 bedrooms would be 219 parking stalls. We exceed this number by 74 parking stalls with the proposed plan. Based on unit count ITE would suggest 316 parking stalls, or 23 stalls more than provided. If we were to average the two we have excess stalls of 48. We also believe the per bedroom ratio is a more accurate means to determine true parking demand as this project is skewed to many more one-bedroom units.

PARKING RATIOS

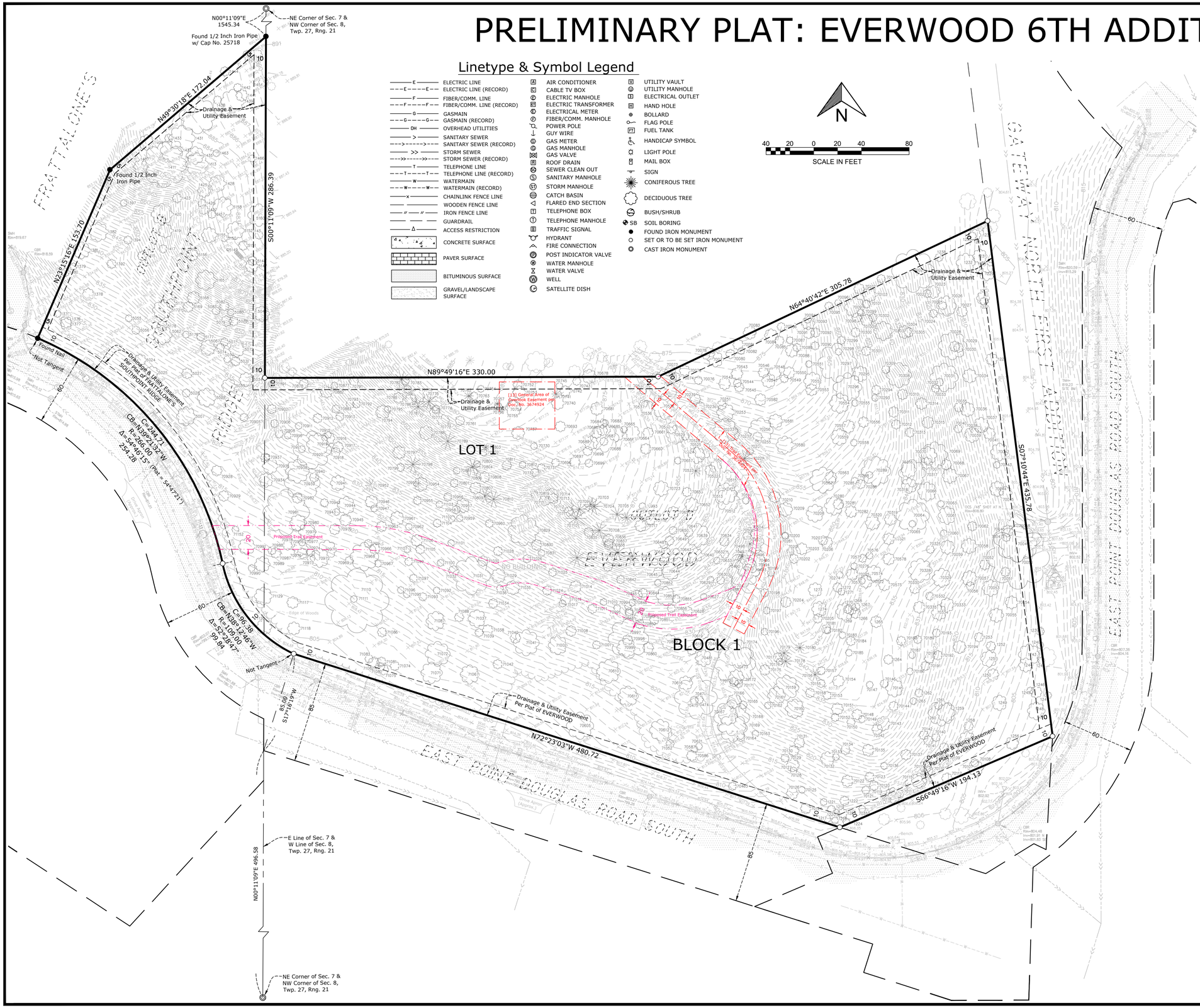
	SURFACE	LOWER LEVEL ONE	LOWER LEVEL TWO	TOTAL	RATIO PER BEDROOM	RATIO PER UNIT
ENCLOSED STALLS		127	131	257	1.24	1.41
SURFACE STALLS	35			37	.18	.20
TOTAL	35	127	131	293	1.18	1.39

Please let me know if any of the items need additional information or clarifications.

Sincerely,

Robb Lubenow
Owner

PRELIMINARY PLAT: EVERWOOD 6TH ADDITION



Linetype & Symbol Legend

- ELECTRIC LINE
- ELECTRIC LINE (RECORD)
- FIBER/COMM. LINE
- FIBER/COMM. LINE (RECORD)
- GASMAIN
- GASMAIN (RECORD)
- OVERHEAD UTILITIES
- SANITARY SEWER
- SANITARY SEWER (RECORD)
- STORM SEWER
- STORM SEWER (RECORD)
- TELEPHONE LINE
- TELEPHONE LINE (RECORD)
- WATERMAIN
- WATERMAIN (RECORD)
- CHAINLINK FENCE LINE
- WOODEN FENCE LINE
- IRON FENCE LINE
- GUARDRAIL
- ACCESS RESTRICTION
- CONCRETE SURFACE
- PAVER SURFACE
- BITUMINOUS SURFACE
- GRAVEL/LANDSCAPE SURFACE

- AIR CONDITIONER
- CABLE TV BOX
- ELECTRIC MANHOLE
- ELECTRIC TRANSFORMER
- ELECTRICAL METER
- FIBER/COMM. MANHOLE
- POWER POLE
- GUY WIRE
- GAS METER
- GAS MANHOLE
- GAS VALVE
- ROOF DRAIN
- SEWER CLEAN OUT
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FLARED END SECTION
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL
- HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER VALVE
- WELL
- SATELLITE DISH

- UTILITY VAULT
- UTILITY MANHOLE
- ELECTRICAL OUTLET
- HAND HOLE
- BOLLARD
- FLAG POLE
- FUEL TANK
- HANDICAP SYMBOL
- LIGHT POLE
- MAIL BOX
- SIGN
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH/SHRUB
- SB SOIL BORING
- FOUND IRON MONUMENT
- SET OR TO BE SET IRON MONUMENT
- CAST IRON MONUMENT

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Outlot D, EVERWOOD, according to the recorded plat thereof, Washington County, Minnesota.

and

Outlot B, FRATTALONE'S SOUTHPOINT RIDGE, according to the recorded plat thereof, Washington County, Minnesota.

This preliminary plat was prepared without the benefit of a Commitment for Title Insurance. The property description listed hereon is per county tax records and may not be the description of record. There may be easements or other matters of record we are unaware of and thus not shown hereon.

DATE OF PREPARATION:

12-8-2025

Please note that the background survey information is per a survey performed by us dated 11-14-2025.

APPLICANT:

Yellowtree Corporation
1834 East 38th Street
Minneapolis, MN 55407
Robb Lubenow
612-275-7210

BENCHMARKS:

Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located on the west side of East Point Douglas Road South, approximately 169 feet southeast from the northeast corner of the subject property, as shown hereon. Elevation = 819.23.

AREAS:

Proposed Lot 1 = 266,961 Sq. Ft. or 6.129 Acres

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27163C0405E, effective date of February 3, 2010.

Rory L. Synstelien Minnesota License No. 44565
rory@civilsitegroup.com

CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT
East Point Douglas Road South
Unassigned Address, Cottage Grove, Washington County, Minnesota 55016

CLIENT
Yellowtree Corporation
1834 East 38th Street, Minneapolis, MN 55407

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 12-8-2025 LICENSE NO. 44565

QA/QC

FIELD CREW	TK/VK
DRAWN BY	CJ
REVIEWED BY	RS
UPDATED BY	

VICINITY MAP

REVISION SUMMARY

DATE	DESCRIPTION

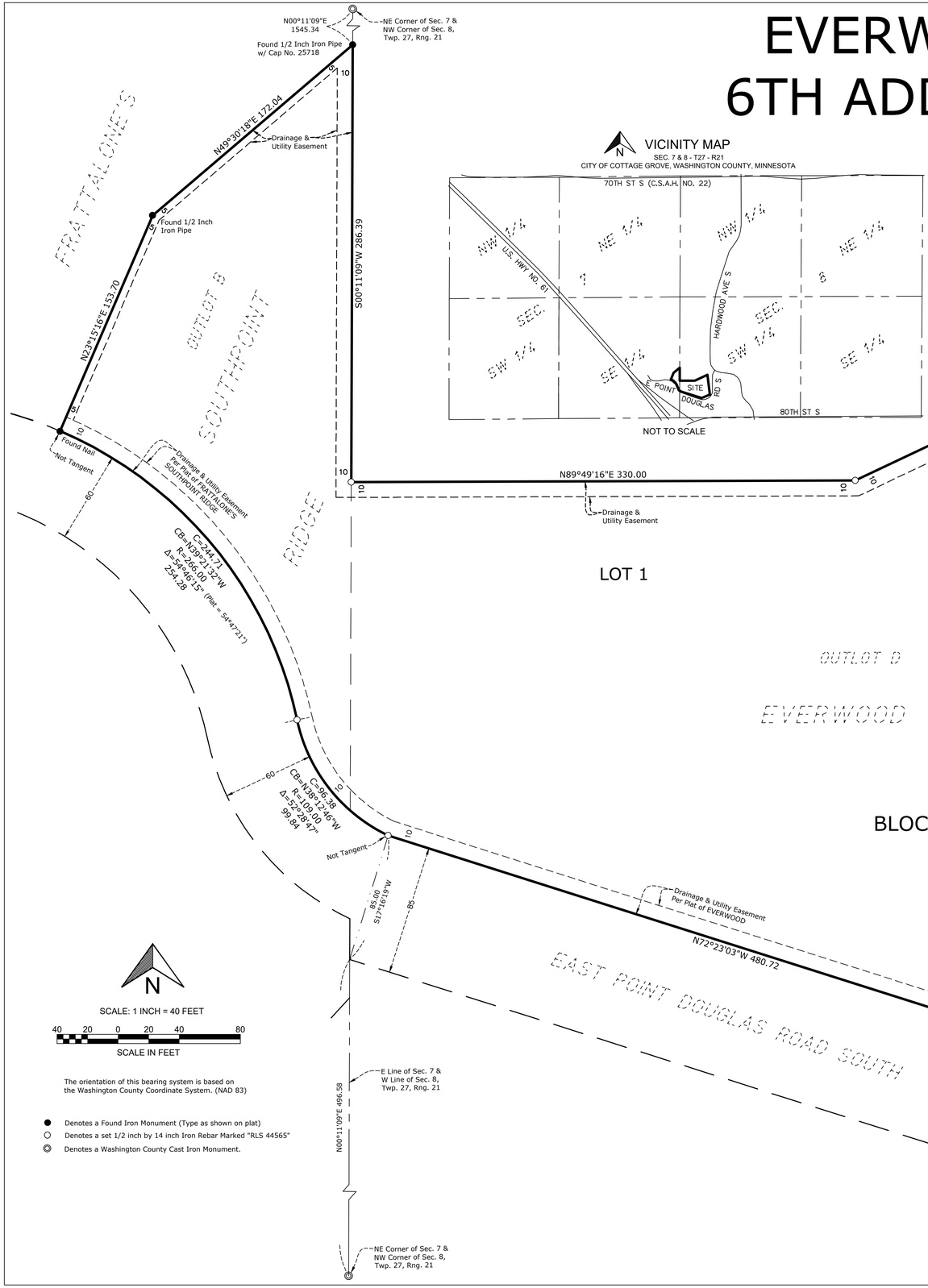
PROJECT NO.: 25157.00

PRELIMINARY PLAT

V2.0

©COPYRIGHT 2025 CIVIL SITE GROUP INC.

EVERWOOD 6TH ADDITION



VICINITY MAP

SEC. 7 & 8 - T27 - R21
CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA

NOT TO SCALE

N

SCALE: 1 INCH = 40 FEET

40 20 0 20 40 80

SCALE IN FEET

The orientation of this bearing system is based on the Washington County Coordinate System. (NAD 83)

- ● Denotes a Found Iron Monument (Type as shown on plat)
- ○ Denotes a set 1/2 inch by 14 inch Iron Rebar Marked "RLS 44565"
- ◎ Denotes a Washington County Cast Iron Monument.

KNOW ALL PERSONS BY THESE PRESENTS: That (COMPANY NAME), a (TYPE OF COMPANY), fee owner of the following described property:

Outlot D, EVERWOOD, according to the recorded plat thereof, Washington County, Minnesota.

AND

Outlot B, FRATTALONE'S SOUTHPOINT RIDGE, according to the recorded plat thereof, Washington County, Minnesota.

Has caused the same to be surveyed and platted as EVERWOOD 6TH ADDITION and does hereby dedicate to the public for public use forever the drainage and utility easements as created by this plat for drainage and utility purposes only.

In witness whereof said (COMPANY NAME), a (TYPE OF COMPANY), has caused these presents to be signed by its proper officer this _____day of _____, 20_____.

(COMPANY NAME)

By_____ Its_____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on this _____day of _____, 20_____, by _____, its _____of (COMPANY NAME), a (TYPE OF COMPANY), on behalf of the company.

_____ _____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County,_____

My Commission Expires:_____

SURVEYORS CERTIFICATE

I Rory L. Synstelien, do hereby certify that this plat was prepared by me or under my direct supervision; 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, or 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 the 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_____.

_____
Rory L. Synstelien, Licensed Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on this _____day of _____, 20_____, by Rory L. Synstelien, Licensed Land Surveyor.

_____ _____
Notary Public, Signature Notary Public, Printed Name

Notary Public _____County, Minnesota

My Commission Expires: January 31, 20_____

CITY OF COTTAGE GROVE

This plat was approved by the City Council of Cottage Grove, Minnesota this_____ day of _____, 20_____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed _____ Signed _____
Mayor Clerk

WASHINGTON COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subdivision 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By_____ By_____
Washington County Surveyor

WASHINGTON COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9 and Section 272.12, taxes payable in the year _____ 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

WASHINGTON 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

WASHINGTON REGISTRAR OF TITLES

Document Number _____.

I hereby certify that this instrument was filed in the Office of the Registrar of Titles for record on this_____day of _____, 20_____, at _____o'clock_____M. and was duly filed in Washington County Records.

By_____ By_____
Washington County Registrar of Titles Deputy

CivilSite GROUP

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: 11/18/2025

To: Paul Sponholz, PE

From: Mike Boex, PE

Subject: Yellowtree Apartments
City of Cottage Grove, MN
Project No.: 24X141027000

This memo summarizes the review of site plan documents submitted by Civil Site Group., dated 10/29/25.

ALTA Survey:

1. The ALTA survey does not depict a trail easement that shows up in Washington County mapping (document no. 3674924). Please review the presence of easements on this site.
    a. It appears the proposed building may encroach into the existing easement. The Land Trust will need to be engaged to determine the feasibility of amending the easement.

Civil Plans:

Sheet C0.0:

2. For clarity, please identify the horizontal and vertical datums for the project on the title sheet.

Sheet C0.1:

3. There is a note within a box regarding "adjacent roadway and utility work…"; it appears this note is from a prior project and should be removed.

Sheet C1.0:

4. Clarify removals and restoration along the south and eastern sides of the property up to the back of the sidewalk within public right-of-way. The City expectation is shown in the image below:
    a. There are two notes on Sheet C0.1 that indicate the site will be irrigated into the right-of-way to the back of curb (in this case sidewalk), which is required per city code. Currently, no clearing in this area is depicted within the plans.

Bolton & Menk is an equal opportunity employer.

CONSTRUCTION LIMITS
EXISTING TREES TO REMAIN; PROVIDE TREE PROTECTION FENCING, TYP.
Overseed bare areas with MnDOT STR seed mixture.
EAST POINT DOUGLAS ROAD SOUTH
REMOVE EXISTING TREES AND BALL ROOTS, TYP.
Remove brushy vegetation and small trees. Sod and irrigate to back of sidewalk.
REMOVALS PLAN LEGEND:
REMOVAL OF PAV
MATERIAL, INCLU
GRAVEL PVMTS.
REMOVAL OF STR
INCLUDING ALL FC
FOUNDATIONS.
REMOVAL OF TRE

Sheet C2.0:

5. Site Access:
    a. Prepare a sight-line analysis for the proposed drive location. Proper sight distance shall be provided per the AASHTO Green Book:
        i. West of access: 335-lf needed, measured along vehicle path on East Point Douglas Rd
        ii. East of access: 290-lf needed, measured along vehicle path on East Point Douglas Rd
    b. There is little context depicted on the opposite side of East Point Douglas Road; depict driveways and curb lines on the opposite side of the street.
6. The access drive crosses a city-owned parcel. It is understood both parcel 0702721440020 and 0802721330053 will be incorporated into a new plat. 10-ft perimeter drainage and utility easement shall be provided.
7. The new drive connection to the existing street shall conform to city standard detail STR-21. The mill-overlay to center of roadway should be depicted and this detail referenced on the plan.
8. For the natural trail on the north side of the building, this sheet states "restore pathway material in-kind." City prefers this trail to be graded with a 2% cross slope and resurfaced with an aggregate base (class 5). Minnesota Land Trust may have a different opinion on the trail surface material. Coordinate final trail surface with City and Minnesota Land Trust staff.
9. Identify the temporary location planned for trash pickup.
10. Stairs/sidewalk on the east side of the building: an encroachment agreement will be necessary for encroachment into the city parcel and public right-of-way. City will draft this agreement and will provide it to the developer to review.
11. Provide truncated domes and pedestrian ramps for the public sidewalk at the concrete apron.
12. Retaining walls:
    a. Ensure all private walls are located on private property. It appears the wall on the eastern side of the building may be located in the city-owned parcel.
    b. Provide the anticipated wall designs for the various areas of the site, including areas of sandstone.
    c. Clarify how drainage is anticipated to be handled in areas of retaining wall (over wall?).
13. Identify areas of fencing on the plans. The city-standard Ameristar Montage Plus fence (style: Majestic) should be considered in the following areas:
    a. Adjacent to the retaining wall along the natural pathway
    b. Adjacent to the retaining wall adjacent to the parking lot and sidewalk

Sheet C2.1:

14. Identify where the exterior Fire Department Connection (FDC) is anticipated.

Sheet C3.0:

15. The access drive shall not exceed a 10% grade.

16. It appears there may be a 1.5H:1V slope proposed north of the building and garage entrance.
    a. 3H:1V slopes or retaining wall should be provided or describe the plan for slope stability; no erosion control blanket or other measure is depicted on sheet SW1.1. Similarly, a 2H:1V slope is proposed on the northeast side of the building; turf maintenance is a concern with that slope.
17. The grading intent should be clarified along the northern portions of the building, for example near AD-53 and AD-52. Add additional spot elevations and/or tie-in locations as appropriate.
    a. 2% minimum greenspace grades are desired for drainage.
18. Clarify if tip-out curb is proposed anywhere.
19. Freeboard Standards: Please label all pond and local drainage EOF locations and elevations throughout the site.
    a. The grading legend depicts a large arrow for an emergency overflow, yet no arrows are visible on the plan (the EOF of the aboveground bio-filtration basin is difficult to spot). Other local drainage EOFs are not labeled (curb overflow by CB 30, drainage across sidewalk/stairs to East Point Douglas Rd, etc.).
    b. Below are the EOF standards for reference:
        i. 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.
        ii. 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.

<u>Sheet C4.0:</u>

20. The storm sewer in East Point Douglas Road appears incorrect and a storm service pipe was provided to this site. It is preferred to use this existing service versus connect to a new structure in the street. Attached are record plans for reference.
21. Any patching of East Point Douglas Road for utility connections will require 3.5” bituminous pavement and 8” class 5 aggregate base.

<u>Sheet C5.0:</u>

22. On a future submittal, fill out the proposed pavement thicknesses in detail #1.
23. Clarify where the proposed valley gutter (detail #3) is within the site. To conform with the proposed drainage areas, it may make sense to place one across the entrance drive as it connects to the parking lot – please review.
24. Clarify where the proposed ribbon curb (detail #4) is within the site. It appears all on-site curb is B612 per sheet C2.0.

<u>Sheet L1.0:</u>

25. List the following planting restrictions on the plan such that they can be adhered to during installation. Please review and revise the plan for conformance. For example, the tree next to the existing water service pipe should be moved.
    a. Deciduous trees should be located a minimum of 5' off any utility pipe.
    b. Coniferous trees should be located a minimum of 15' off any utility pipe.
    c. No tree should be located within 10' of a hydrant or 15' from a streetlight.
    d. No trees should be located within a storm pond HWL.
    e. No trees should be located within a storm pond's 20-ft access route, and no coniferous trees within 5' of the 20' pond access route.
    f. No coniferous trees within 20' of a proposed sidewalk/trail.
    g. No deciduous trees within 5' of sidewalk/trail/driveways.
    h. Trees should not be planted within drainage and utility easements.
26. Add a note to the plans directing that trees are staked prior to installation such that they can be reviewed for conformance to the planting restrictions.
27. In conjunction with the brush clearing comment on Sheet C1.0, restoration should be identified in areas up to the existing sidewalk adjacent to this property. Where possible, sod should be provided.
28. Irrigation limits:
    a. Clarify what is intended to be irrigated. Sheet C0.1 states "Entire site shall be fully irrigated" which is likely not the intent. It is assumed sod and planting areas will be irrigated at a minimum.
29. Please provide the parking lot percentage of interior landscaped islands or other landscaped traffic controls or natural stormwater management features. City Code Title 11-3-12 requires a minimum of at least 8%.
30. A note references Sheet LT1.0 for exterior lighting, please provide with a future submittal.
    a. A photometrics submittal will be required.

Stormwater Comments:

31. The City will require an executed stormwater maintenance agreement for the proposed stormwater features on the site.
32. Plan revisions:
    a. Please revise the plans (Sheet C4.0 and Details on C5.3) to be consistent with the outlet structures for the underground and above ground filtration systems in HydroCAD.
        i. Detail 1 C5.3 lists inverts of 951.60' and a weir wall top elevation of 973.00' with pipe sizes of 15.0". Please adjust inverts, weir wall elevations and pipe sizes to match HydroCAD. HydroCAD lists the primary outlet pipe as a 12.0" round culvert with invert elevation of 802.00', and weir wall top elevation as 810.00'.

ii. Sheet C4.0 lists a 4" orifice opening at elevation 806.7 in the OCS 20. This opening is not simulated in the HydroCAD model. Please be consistent between the plans and models.

iii. Sheet C4.0 lists a custom weir wall for OCS 02. Please include the weir wall detail in the plans and be consistent with the models.

iv. Please correct outlet invert (12" OUTLET, IE=805.00') from Underground filtration basin on C4.0 to match HydroCAD (Primary outlet 12.0" round culvert with invert elevation of 802.00').

v. Please include an impervious liner in the underground filtration system.

vi. Please provide a detail for the aboveground bio-filtration basin including the proposed filtration media and the impervious liner that will be installed.

b. Swales and Overland Flow Routes:

i. Sheets C3.0 and C4.0 show a swale extending along the walking path from FES 50 to CB 30. This swale has a slope of about 9% (15 feet of fall in 140 feet). Please compute the design flows, depths and velocities in the swale and explain the proposed erosion protection.

ii. Sheets C3.0 and C4.0 show a surface drainage route between the NE building corner and the retaining wall. This overland flow route has a slope of about 37% (30 feet of fall in 80 feet). Please compute the design flows, depths and velocities in this overland flow route and explain the proposed erosion protection.

c. As previously mentioned, the preference is for the pathway to be an aggregate surface and will therefore add to the proposed site impervious surfaces.

d. Please label the 100-year HWL for the above-ground bio-filtration basin on Sheet C3.0.

33. HydroCAD:

a. Please edit the curve numbers listed in Tables 2.2 and 2.3 of the stormwater report to match the HydroCAD model. The report tables indicate CN=55, the HydroCAD and P8 models include CN=58.

b. Please include the proposed EOF spillway of the above ground filtration basin within the proposed condition HydroCAD model.

c. Please model CB 30 and the 12" RCP storm drain as a storage node to determine proposed conditions high water levels in the northwest portion of the site.

d. The Stormwater Rate Summary table in the Stormwater Management Report sums the peak flows from reaches 1R, 2R and 3R as 19.2 cfs. This value exceeds the target unit flow rate of 17.3 cfs. Please sum the Hydrographs within HydroCAD for reaches 1R, 2R and 3R for comparison of the proposed condition flow from the whole site to the target unit flow of 17.3 cfs (6.65 acre at 2.6 cfs/acre).

34. Water Quality – P8:

a. The P8 model is incorrectly simulating the filtration basins as though they were infiltration basins. The filtration basins selections within the "Devices Tab" should be adjusted so the Infiltration is directed to the Outlet Pipe instead of "Out". In this

manner, the dissolved phosphorus load will be routed downstream rather than discarded. The MPCA explains this approach:

"*If the infiltration device is assigned as "*OUT*" (the default entry), P8 will model the device as an infiltration BMP (i.e., dissolved pollutants associated with infiltration are "removed"). If a downstream device is assigned, the device is modeled as a filtration BMP (i.e., filtration efficiencies assigned in the "Particle Parameters" dialog box are used to calculate particulate and pollutant removal [3])*."[1]

b. Please update the existing P8 model to reflect the total site area of 5.0 acres. Currently, it has 4.8 acres listed.

c. A TP mitigation fee is available if reductions are unable to be met.

35. Rational Storm Sewer Design: Please provide rational storm sewer design table with the following documentation:

    a. On-site storm sewer should be sized to a 5-year rational method design. Submit design calculations for the storm sewer system and a drainage area map showing each catchment with manholes and catch basins labeled. Include individual pipe segment velocities with calculations for review. Trunk facilities should be analyzed and designed to accommodate the 100-year ponded discharges plus 5-year rational flows from areas that enter the trunk to be carried to the next storage area downstream.

    b. Pipe sizes and slopes should be selected to provide a minimum open channel velocity of 3 feet per second.

    c. Maximum storm sewer velocities should be kept at 10 feet per second or less.

    d. When changing pipe sizes in structure, match crown of pipe elevations instead of inverts.

    e. Please show storm catch basin IDs, pipe sizes, grades, elevations, and drainage areas on the plans consistent with the rational design tables.

    f. Pipe outlets to wet ponds should be placed at the NWL and have design velocities of 6 fps or less. Pipe outlets into filtration basins or other overland discharge should have design velocities of 4 fps or less.

36. Existing and future emergency overflows of approximately 60 cfs along Hardwood Avenue and East Point Douglas Road will need to be conveyed through the existing stormwater BMPs along Hardwood Avenue and East Point Douglas Road (built during the Everwood 4th Addition). This may require a culvert crossing of approximate 48" diameter under the proposed sidewalk from East Point Douglas Road S. Potential future conditions highwater levels of approximately 808 feet should be planned and considered for the drainage & utility easements and freeboard in the southeastern corner of the parcel downstream of the proposed sidewalk from East Point Douglas Road.

37. Models: Please note that digital copies of the final version stormwater models 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.

[1] Recommendations and guidance for utilizing P8 to meet TMDL permit requirements | Minnesota Stormwater Manual accessed 11-05-2025.

MEMORANDUM

TO: Nate Carlson – Economic Development Manager
FROM: Schane Rudlang & Stacie Kvilvang – Ehlers
DATE: February 10, 2026
SUBJECT: Yellowtree Housing Development - Analysis of Financial Request

The City of Cottage Grove received a tax abatement request from Yellowtree Development ("Developer") for their proposed redevelopment at East Point Douglas Road South and Hardwood Avenue South (PID: 802721330053). The project does not qualify for Tax Increment Financing ("TIF"), as it does not include affordable housing units (Housing TIF District) and the site is vacant with no blighted buildings (Redevelopment TIF District). The Developer requested 15 years of abatement of the City's portion of property taxes ("Abatement") to fill their financing gap.

Project Background

In November of 2024, the Developer submitted a plan with 160 units and a similar assistance request. Ehlers issued a memo on March 12, 2025 with a recommendation for 10 years of abatement to support the project which was heard by the City Council on March 19, 2025. The Developer currently proposes to construct a 186-unit, market-rate, multifamily apartment project with a unit mix as shown in the table below.

Unit Type	Unit Count	Size Sq. Ft.
Studios	8	490
Alcove	12	625
Tetris Alcove	36	630
Tetris 1 BR	32	720
1 BR	40	720
1 BR + Den	36	900
2 BR	19	1080
3 BR	3	1215
	186	

The Project would be financed by a standard equity and debt model as outlined below. The Abatement subsidy is not listed independently from the sources below because it is included with the First Mortgage amount.

SOURCES	Amount	Pct.	Per Unit
First Mortgage	31,952,252	70%	171,786
Equity	13,693,822	30%	73,623
TOTAL SOURCES	**45,646,074**	**100%**	**245,409**

USES	Amount	Pct.	Per Unit
Acquisition Costs	1,850,000	4%	9,946
Construction Costs	37,576,074	82%	202,022
Professional Services	1,080,000	2%	5,806
Financing Costs	2,450,000	5%	13,172
Developer Fee	1,850,000	4%	9,946
Cash Accounts/Escrows/Reserves	840,000	2%	4,516
TOTAL USES	**45,646,074**	**100%**	**245,409**

Financial Review and Performance

The Developer submitted a Proforma that Ehlers analyzed using its financial model. The review included comparing assumptions to market standards, stress-testing key variables, and calculating the Project's abatement capacity using assessor data. Ehlers evaluated three core performance metrics: Yield on Cost, Cash on Cash, and Internal Rate of Return, which incorporates a projected year-10 sale. Both the current analysis and the March 12, 2025 memo reached the same conclusion. Despite updates to the project's financials, the development still requires 10 years of Abatement to be feasible, with the revised Abatement amount of $1,241,000 reflecting changes in unit count and estimated value. With Ehlers' adjustments and the recommended assistance, the Project's performance is considered acceptable and would not occur without the support. The Abatement would be provided on a pay-as-you-go ("PAYGO") basis using annual percentages, meaning payments depend on actual abatement levels and full repayment of the principal amount is not guaranteed by the City.

Tax Abatement Estimates		City	
Year	Tax Year	Percent to Developer	Annual Abatement
1	2028	100%	54,354
2	2029	100%	164,026
3	2030	100%	218,863
4	2031	95%	207,920
5	2032	85%	186,033
6	2033	85%	186,033
7	2034	85%	186,033
8	2035	75%	164,147
9	2036	75%	164,147
10	2037	75%	164,147
Total Gross (Future Value)			**1,695,703**
Present Value @ 5.50%			**1,241,057**

Lookback on Actual Development Cost

Ehlers recommends, and the Developer has agreed to, a lookback on actual total development costs. Upon completion of the Project, the Developer will submit all costs and supporting invoices to the City. If the difference between the actual total development cost and the estimated total development cost exceeds $100,000, the Abatement principal amount will be reduced by 50% of the cost savings. If the Project costs less than estimated, the level of public assistance should be reduced accordingly. This sharing of savings incentivizes the Developer to pursue cost efficiencies, allowing both parties to benefit from any cost underruns.

Summary

Based on the review, the Project would not reasonably be expected to proceed without Abatement assistance in the principal amount of $1,241,000. The assistance should be provided on a PAYGO basis financed at 5.5%, based on the annual percentages above, and contain a lookback on actual cost.

(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement ("Agreement") is made, entered into and effective this ____ day of _____, 2026, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City") and East Point Apartments LLC a Minnesota limited liability company ("Landowner").

WHEREAS, the Landowner owns the following real property situated within Washington County, Minnesota legally described on Exhibit A, attached hereto and incorporated herein ("the Property")

WHEREAS, Landowner has obtained the approval from the City to use a portion of the Property for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term "Stormwater Management Facilities" may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located on the Properties; and

WHEREAS, the City has required that the Landowner make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Properties as the same is described and depicted in the construction plans approved by the City Engineer and on file with the City ("Plans"); and

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

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

1. Construction and Maintenance of Stormwater Management Facilities. The Landowner agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean an annual inspection, and certification, by a qualified individual or company acceptable to the City that the stormwater system is functioning in accordance with the approved Plans. If, as a result of an inspection by a qualified individual or company acceptable to the City or City staff, it is determined that the Stormwater Management Facilities (1) has not been maintained; or (2) is not functioning as originally designed and intended; or (3) is in need of repair, the Landowner agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Subject to Section 5 below, Landowner shall be solely responsible for the repair and maintenance of the Stormwater Management System and shall provide a copy of the required annual inspection report to the City. If the required annual inspection report is not submitted to the City by September 30th of each year, the Landowner shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Landowner's Default. In the event of default by the Landowner as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Landowner's failure to cure such default within such time-frame or commence and diligently pursue curing such cure if Landowner is unable to cure within such thirty (30) day period and Landowner is diligently pursuing and can demonstrate progress toward curing the default, except in an emergency as determined by the City, the City may, at its option, perform the work and the Landowner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Properties. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

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

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

5. Exempt from Watering Restrictions. Because this Agreement is necessary in order for Landowner to comply with stormwater management requirements, Landowner shall not be required to comply with the City's watering restrictions in City Code Section 8-1-10.B.

6. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

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

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

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

10. 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.

11. Consent. Landowner consents to the recording of this Agreement.

12. Indemnification and Limitation of Liability.

a. Landowner's Obligations. Landowner agrees to defend, indemnify and hold City, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the Owner's performance of this Agreement.

b. City's Obligations. City agrees to defend, indemnify and hold Landowner, its officer, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this Agreement.

c. Limit of Liability. Nothing contained herein shall be deemed a waiver by the City or Landowner of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and Landowner and the maximum liability limits provided by Minnesota Statute, Chapter 466.

13. 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:
East Point Apartments LLC
Attention: Robb Lubenow
1834 E 38th Street
Minneapolis, MN 55407

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 was intentionally left blank.]

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

CITY:

CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Its Mayor

By:_____
Tammy Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of_____, 2026, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tammy 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

LANDOWNER:

EAST POINT APARTMENTS LLC

By: _____

Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

On this 11 day of February, 2026, before me a Notary Public within and for said County, personally appeared Robb Lubenow the manager of East Point Apartments LLC, the limited liability company named in the foregoing instrument, and that the said instrument was signed on behalf of said company by authority of its Board and said manager acknowledged said instrument to be the free act and deed of said company.

Tiffany Lavigne
Notary Public
Minnesota
My Commission Expires 1/31/2030

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally

Lot 1, Block 1, EVERWOOD 6TH ADDITION
Abstract Property

ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS ON A PORTION OF EAST POINT DOUGLAS ROAD SOUTH RIGHT OF WAY

THIS ENCROACHMENT AGREEMENT ("Agreement") is made, entered into and effective this _____ day of _____, 2026, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and East Point Apartments 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 Property. "City Property" means Outlot A, Gateway North First Addition and the right-of-way dedicated as East Point Douglas Road South, located in the City of Cottage Grove, Washington County, Minnesota.

1.4. Construction Plan. "Construction Plan" means all of the plans, drawings specifications and surveys on file with the City, as amended and approved by the City Engineer, relating to Landowner Improvements, which are hereby incorporated by reference and made a part of this Agreement.

1.5. Encroachment Area. "Encroachment Area" means the portion of City Property for Landowner Improvements, legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein, to be used by Landowner for Landowner Improvements.

1.6. Landowner. "Landowner" means East Point Apartments LLC, a Minnesota limited company.

1.7. Landowner Improvements. "Landowner Improvements" means Landowner's sidewalk, stairs and related improvements which will be located in the Encroachment Area on City Property, legally described on Exhibit A and depicted on Exhibit B and as detailed on the Construction Plan.

1.8. Landowner Property. "Landowner Property" means the real property located in the City of Cottage Grove, Washington County, Minnesota legally described as Lot 1, Block 1, Everwood 6th Addition.

1.9. 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 will require encroachment on City Property for Landowner Improvements so that the Landowner Property can have reasonable to access existing City sidewalks.

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.

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 make the Landowner Improvements in the Encroachment Area. The Landowner Improvements shall only be placed at the locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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.

After construction, Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2. City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3. Continuing Right To 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.

3.4. Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

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 of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Improvements in the Encroachment Area.

3.6. Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Property in the Encroachment Area.

The City may require the Landowner at the expense of the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Property in order for the City to gain access to the City Property for the purpose of inspecting, repairing, maintaining, or replacing any improvements or adding future City improvements in the Encroachment Area.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send a notice to the Landowner and allow the Landowner twenty (20) days from the date of the written notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

(a) The City may specifically enforce this Agreement.

(b) If Landowner fails to make payments under Section 3.6 or 3.7, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute §429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.9. Indemnification. With the exception of events arising from negligence or willful misconduct by the City, its officer, agents, employees and volunteers, the Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

(a) The Landowner Improvements;

(b) Installation and maintenance of the Landowner Improvements;

(c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

(d) Use of the Encroachment Area for Landowner Improvements.

3.10. Limitation on Liability. Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Act. The total liability of all third-party claims arising out of a single occurrence shall not exceed the limit set forth for each Party. The limits of liability for the undersigned Parties may not be added together to determine the maximum amount of liability for any one party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466.

3.11. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.12. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.13. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Landowner Property and the Encroachment Area.

3.14. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and City 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.

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

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

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

3.18. Headings. The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

3.1. 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:	East Point Apartments, LLC Attention: Robb Lubenow 1834 E 38th Street Minneapolis, MN 55407

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

By:_____
Myron Bailey
Its Mayor

By:_____
Tammy Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of_____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tammy 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

LANDOWNER:
EAST POINT APARTMENTS LLC

By: _____

Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

On this 11 day of February, 2026, before me a Notary Public within and for said County, personally appeared Rosa Lubenow the manager of East Point Apartments LLC, the Minnesota limited liability company named in the foregoing instrument, and that the said instrument was signed on behalf of said company by authority of its Board and said manager acknowledged said instrument to be the free act and deed of said company.

_____
Notary Public

Tiffany Lavigne
Notary Public
Minnesota
My Commission Expires 1/31/2030

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

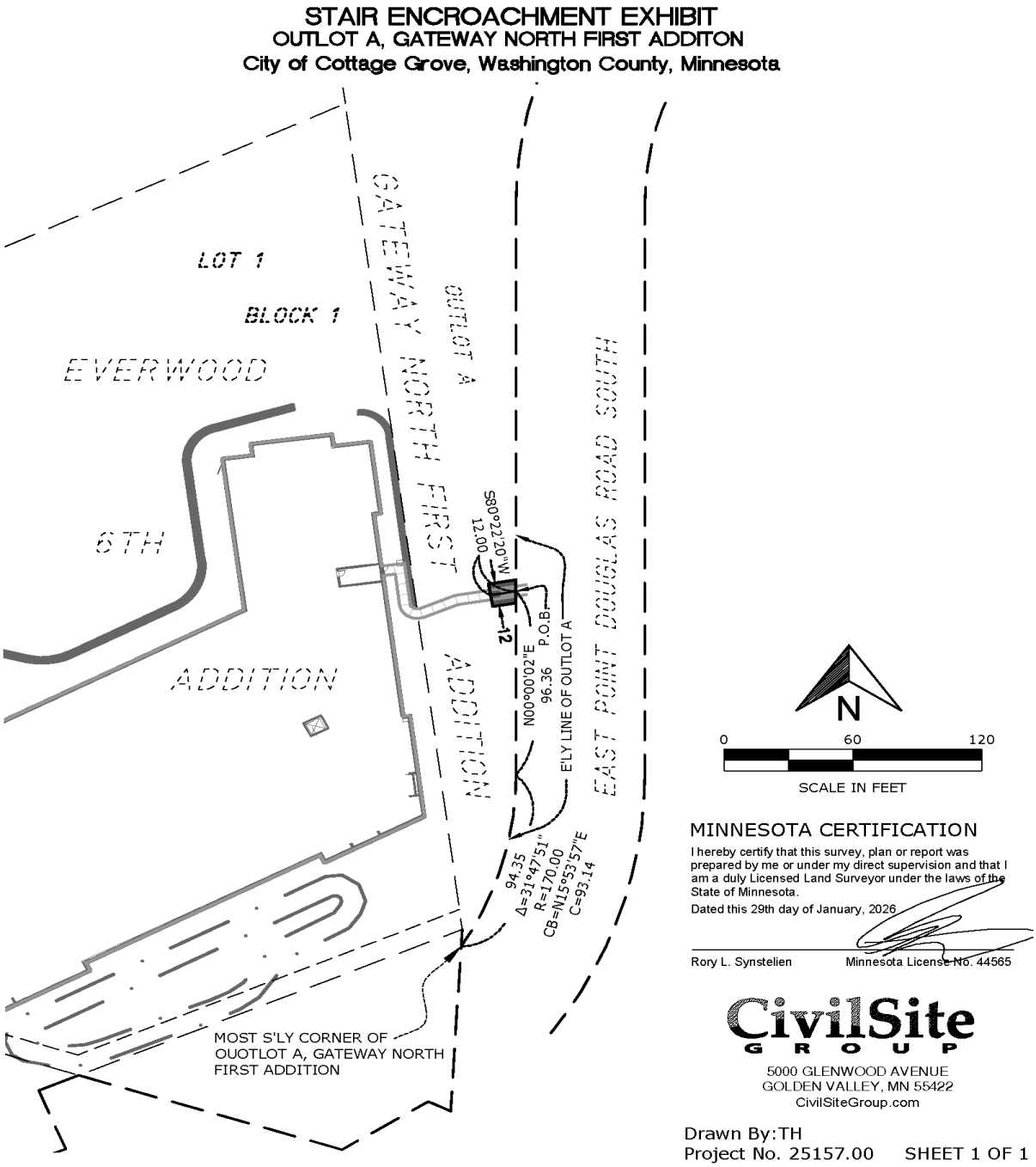
EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A 12.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the most southerly corner of OUTLOT A, GATEWAY NORTH FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota; thence northerly for 94.35 feet along the easterly line of said OUTLOT A on a curve concave to the west, having a radius of 170.00 feet, a central angle of 31 degrees 47 minutes 51 seconds, a chord having an assumed bearing of North 15 degrees 53 minutes 57 seconds East and a chord length of 93.14 feet; thence North 00 degrees 00 minutes 02 seconds East along said easterly line for 96.36 feet to the point of beginning of the centerline to be described; thence South 80 degrees 22 minutes 20 seconds West for 12.00 feet and there terminating.

The sidelines of the above described strip shall be shortened or prolonged to begin on said easterly line.

EXHIBIT B
DEPICTION OF LANDOWNER IMPROVEMENTS



MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 29th day of January, 2026

Rory L. Synstelien Minnesota License No. 44565

CivilSite GROUP
5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By:TH
Project No. 25157.00 SHEET 1 OF 1

PERMANENT TRAIL ACCESS EASEMENT

THIS PERMANENT TRAIL ACCESS EASEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2026, by and between East Point Apartments LLC, a Minnesota limited liability company ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota legally described as follows on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

Landowner agrees to construct a trail on Landowner's Property in the Permanent Easement Area for the benefit of Landowner and for the benefit of the public, and following construction, the City agrees to maintain the trail as hereinafter provided.

PERMANENT EASEMENT DESCRIPTION

Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever the following:

> A permanent trail access easement ("Permanent Easement"), under, over, across, through and upon that real property legally described on Exhibit B and depicted on Exhibit C ("Permanent Easement Area"), attached hereto and incorporated herein by reference, for the purpose of public access to, and use of, the trail.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City and the public:

(a) To ingress and egress in, to, over, through, and across the Permanent Easement Area; and

(b) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the ingress and egress to the Permanent Easement Area.

The City shall at all times be responsible for maintaining and repairing the trail located within the Permanent Easement Area including clearing and removing all timber, brush, vegetation, snow and ice from the trail. Landowner shall be responsible for maintaining and repairing the parts of the Permanent Easement Area that are not the trail.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement 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.

[Remainder of this page has been intentionally left blank]

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:
EAST POINT APARTMENTS LLC

By: _____

Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

On this 11 day of February, 2026, before me a Notary Public within and for said County, personally appeared Robb Tuberson the manager of East Point Apartments LLC, the limited liability company named in the foregoing instrument, and that the said instrument was signed on behalf of said company by authority of its Board and said manager acknowledged said instrument to be the free act and deed of said company.

Tiffany Lavigne
Notary Public
Minnesota
My Commission Expires 1/31/2030

_____
Notary Public

This instrument drafted by
And after recording, please return to:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Cottage Grove, Washington County, Minnesota, legally described as follows:

Lot 1, Block 1, EVERWOOD 6TH ADDITION
Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A 20.00 foot wide easement for public trail purposes over and across Lot 1, Block 1, EVERWOOD 6TH ADDITION, according to the recorded plat thereof, Washington County, Minnesota, the centerline of said easement being described as follows:

> Commencing at the point of termination of the below described centerline of the Trail Easement described in Exhibit C, Document No. 3674924, filed in the Office of the County Recorder, Dakota County, Minnesota; thence South 49 degrees 43 minutes 32 seconds East along said centerline for 96.68 feet; thence southerly along said centerline for 123.00 feet along a tangential curve, concave to the west, having a radius of 91.00 feet and a central angel of 77 degrees 26 minutes 41 seconds; thence South 54 degrees 17 minutes 17 seconds West for 22.36 feet to the point of beginning of the centerline to be described; thence South 69 degrees 17 minutes 35 seconds West for 25.84 feet; thence westerly for 54.80 feet along a tangential curve, concave to the north, having a radius of 82.00 feet and a central angle of 38 degrees 17 minutes 21 seconds; thence North 65 degrees 05 minutes 59 seconds West, not tangent to last said curve, for 39.43 feet; thence North 72 degrees 23 minutes 03 seconds West for 52.92 feet; thence westerly for 33.04 feet along a tangential curve, concave to the south, having a radius of 50.67 feet and a central angle of 37 degrees 21 minutes 39 seconds; thence westerly for 8.39 feet along a reverse curve, concave to the north, having a radius of 12.02 feet and a central angle of 39 degrees 59 minutes 31 seconds; thence North 69 degrees 39 minutes 12 seconds West for 57.03 feet; thence North 70 degrees 12 minutes 24 seconds West for 47.56 feet; thence North 74 degrees 38 minutes 38 seconds West for 42.14 feet; thence westerly for 35.91 feet along a tangential curve, concave to the south, having a radius of 45.00 feet and a central angle of 45 degrees 43 minutes 04 seconds; thence South 59 degrees 38 minutes 18 seconds West for 20.71 feet; thence South 85 degrees 39 minutes 37 seconds West for 38.81 feet to the westerly line of said Lot 1 and said centerline there terminating.

The sidelines of said easement shall begin on the westerly line of said below described Trail Easement and terminate on the westerly line of said Lot 1.

Description of Trail Easement per Exhibit C, Document No. 3674924:

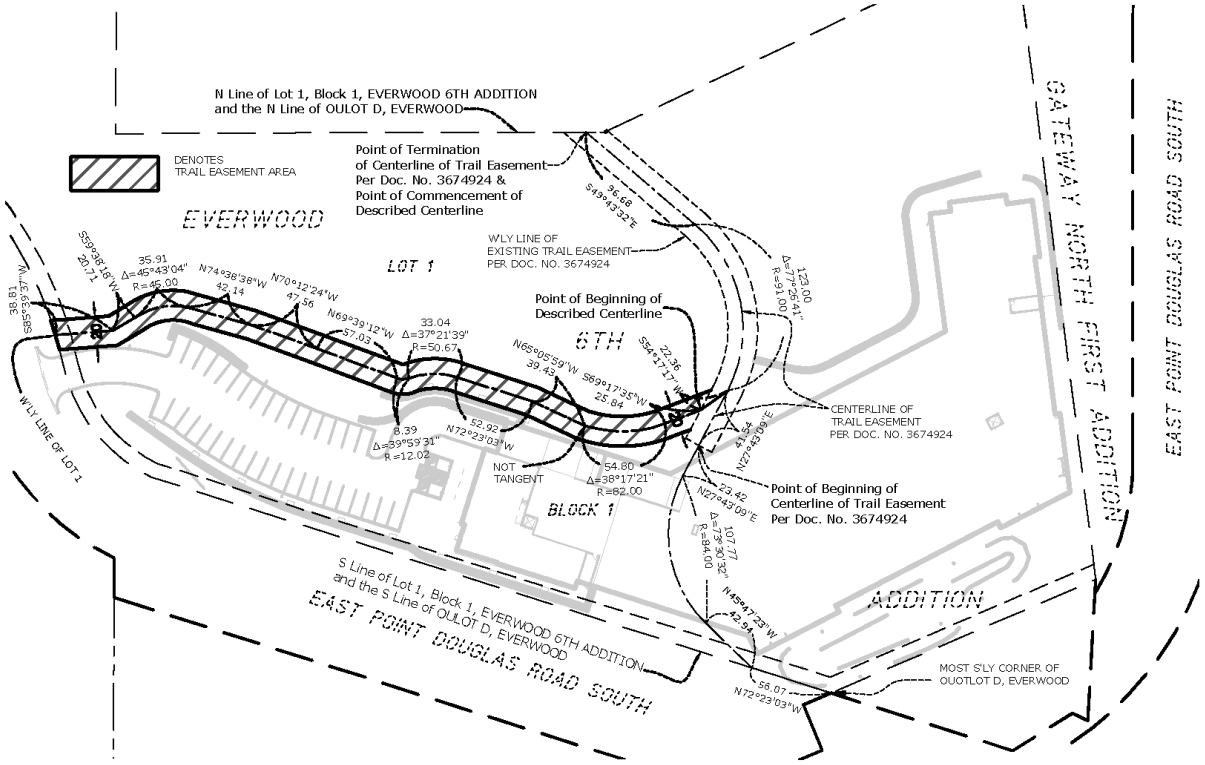
A 20 foot wide strip of land over and across Outlot D, EVERWOOD, Washington County, Minnesota, the center line of said strip is described as follows:

> Commencing at the most southerly corner of said Outlot D, thence North 72 degrees 23 minutes 03 seconds West along the south line of said Outlot D 56.07 feet; thence North 45 degrees 47 minutes 23 seconds West 42.94 feet; thence northerly 107.77 feet along a tangential curve to the right having a radius of 84.00 feet and a central angle of 73 degrees 30 minutes 32 seconds; thence North 27 degrees 43 minutes 09 seconds East 23.42 feet to the point of beginning of said center line to be described; thence continuing North 27

degrees 43 minutes 09 seconds East 41.54 feet; thence northerly 123.00 feet along a tangential curve to the left having a radius of 91.00 feet and a central angle of 77 degrees 26 minutes 41 seconds; thence North 49 degrees 43 minutes 32 seconds West 96.68 feet to the north line of said Outlot D and there terminating.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA

TRAIL EASEMENT EXHIBIT
Lot 1, Block 1, EVERWOOD 6TH ADDITION
City of Cottage Grove, Washington County, Minnesota



MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 28th day of January, 2026

Rory L. Synstelien Minnesota License No. 44565

N

0 100 200

SCALE IN FEET

CivilSite GROUP
5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By:DS
Project No. 25157.00 SHEET 1 OF 1

CITY OF COTTAGE GROVE

RESOLUTION NO. 2026-028

RESOLUTION GRANTING A PROPERTY TAX ABATEMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Cottage Grove, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. East Point Apartments LLC, a limited liability company under the laws of Minnesota, (the "Developer"), has or intends to acquire in fee the real property located at East Point Douglas Road South and Hardwood Avenue South, currently, legally described on Exhibit A attached hereto (the "Abatement Property").

1.02. The Property is currently undeveloped. The Developer proposes to construct a multi-family apartment building with 186 units and 258 enclosed and 36 surface parking stalls on the Abatement Property (the "Project"). On February 18, 2026, the City approved the preliminary plat, final plat, planned unit development (PUD), and site plan regarding the Project (collectively, the "City Approvals" for the Project.

1.03. Pursuant to Minnesota Statutes, sections 469.1812 through 469.1815, as amended, (the "Tax Abatement Act") and a tax abatement agreement, the form of which has been submitted to the City Council for its consideration and approval (the "Tax Abatement Agreement"), the City has determined a need to grant a property tax abatement on the Abatement Property (the "Abatement") to the Developer to assist in financing a portion of the costs of the Project. The term of the Abatement will be for 10 years. The Abatement will apply to the City's share of real estate taxes on the Abatement Property above the pay 2026 base value of the property.

1.04. The Tax Abatement Agreement sets forth in greater detail the terms of the Abatement provided by the City.

1.05. On the date hereof, the City Council conducted a duly noticed public hearing on the proposed Abatement for the Project. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement because (a) based on representations of the Developer, the City believes that the Project is not reasonably likely to occur absent the Abatement; (b) the Project will provide market rate rental housing needed to alleviate the current low vacancy rate in the community; (c) development of the Project will likely encourage additional development and jobs within the City and surrounding area; and (d) the long-term taxes collected from the Abatement Property after termination of the Abatement will exceed the amount of the Abatement returned to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because such action will increase the City's tax base, facilitate construction of needed housing and provide additional employment opportunities in the City and the State.

2.04. It is further specifically found and determined that the Abatement is expected to result in the following public benefits:

(a) An estimated $43,700,000 increase in market value for property tax purposes attributable to the Project. All of that value will be available to the County, school district and other taxing jurisdictions during the full term of the Abatement. That full value will also be available to the City after termination of the Abatement, subject to the specific terms of the Abatement; and

(b) Creation of new jobs in the City and the State; and

(c) Provision of needed multi-family rental housing.

2.05. The City has concluded, based on its estimates and as more fully set forth in the Tax Abatement Agreement, that the present value aggregate principal amount of Abatement which will be paid to the Developer during the Abatement Period is no more than $1,241,000. The City finds that the Abatement does not constitute a business subsidy within the meaning of Minnesota Statutes, sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act") because the assistance is for housing.

Section 3. Actions Ratified; Abatement and Tax Abatement Agreement Approved

3.01. The City Council hereby ratifies all actions of the City's staff and consultants regarding approval of this Abatement Resolution and the Tax Abatement Agreement in accordance with the Tax Abatement Act.

3.02. Subject to the provisions of the Tax Abatement Act and the Tax Abatement Agreement, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The City will pay the Abatement in the estimated amounts, at the time, and in accordance with the terms and conditions set forth in the Tax Abatement Agreement.

(b) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Tax Abatement Act and paid in that year exceed the greater of 10 percent of the net tax capacity of the City for that year or $200,000 (the "Abatement Cap"). The City has previously granted certain abatements and may grant other abatements as permitted under the Tax Abatement Act after the date of this resolution. If the total City abatements in any year exceed the Abatement Cap, the funds available for abatements shall first be allocated to abatements granted prior to this Abatement.

(c) The Abatement will have a maximum term of 10 years, unless terminated or amended under the terms of the Tax Abatement Agreement or in accordance with State law. The amount of the Abatement will decline over the Abatement Period in accordance with the Tax Abatement Agreement.

(d) The annual Abatement payments and the aggregate amount of the Abatement is subject to reduction in accordance with the lookback provisions of the Tax Abatement Agreement.

(e) In accordance with Section 469.1815 of the Tax Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this Abatement Resolution.

(f) The City makes no warranties or representations regarding the amount or availability of the Abatement in any year or during the Abatement Period.

(g) The provision of the Abatement to the Developer is conditioned on and subject to the Tax Abatement Agreement, which addresses, among other things, the terms under which the Developer will construct the Project and the terms and conditions under which the City will provide the Abatement to the Developer. In the event of a conflict between this resolution and the Tax Abatement Agreement, the terms of the Tax Abatement Agreement shall prevail.

3.03. The City Council hereby approves the Tax Abatement Agreement in substantially the form attached hereto as Exhibit B. The Mayor and City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the City. The execution of the Tax Abatement Agreement by the appropriate officers of the City shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof.

3.04. Terms used in this Abatement Resolution but not defined herein shall have the meanings given to them in the Tax Abatement Agreement or the Tax Abatement Act.

Section 4. Effective Date. This resolution is effective upon execution in full of the Tax Abatement Agreement.

Adopted on February 18, 2026 by the City Council of the City of Cottage Grove, Minnesota.

_____
Myron Bailey, Mayor

Attest:

_____
Tammy Anderson, City Clerk

EXHIBIT A

The Abatement Property is legally described as follows:

Parcel numbers 08.027.21.33.0053 and 07.027.21.44.0020, Washington County, Minnesota

EXHIBIT B

Form of Tax Abatement Agreement

February 18, 2026

TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF COTTAGE GROVE, MINNESOTA

AND

EAST POINT APARTMENTS LLC

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

TABLE OF CONTENTS

PAGE

Preamble and Recitals 1

ARTICLE I
Definitions

Section 1.1 Definitions 1

ARTICLE II
Representations and Warranties

Section 2.1 Representations and Warranties of the City 3
Section 2.2 Representations and Warranties of the Developer 3

ARTICLE III
Undertakings by Developer and City

Section 3.1 The Project 4
Section 3.2 Transfer the Project and Assignment of Agreement 4
Section 3.3 Real Property Taxes 4
Section 3.4 Abatement Amount 4
Section 3.5 Abatement Period 5
Section 3.6 Limitations on Undertaking of the City 5
Section 3.7 Additional Limitations 5

ARTICLE IV
Abatement Amount; No Business Subsidy

Section 4.1 Calculation of Abatement 5
Section 4.2 No Business Subsidy 5

ARTICLE V
Developer Events of Default

Section 5.1 Events of Default Defined 6
Section 5.2 Remedies on Default 6
Section 5.3 No Remedy Exclusive 6
Section 5.4 No Implied Waiver 7
Section 5.5 No Personal Obligations 7
Section 5.6 Release and Indemnification Covenants 7

ARTICLE VI
Lookback Provisions

Section 6.1 Lookback Provisions....7

ARTICLE VII
Additional Provisions

Section 7.1 Conflicts of Interest....8
Section 7.2 Titles of Articles and Sections....8
Section 7.3 Notices and Demands....8
Section 7.4 Counterparts....8
Section 7.5 Law Governing....8
Section 7.6 Term....9
Section 7.7 Provisions Surviving Rescission or Expiration....9
Section 7.8 Payment of Fees....9

EXHIBIT A DESCRIPTION OF ABATEMENT PROPERTY
EXHIBIT B TAX ABATEMENT ESTIMATES

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made as of the _____ day of _____, 2026 (the "Effective Date"), by and between the City of Cottage Grove, a municipal corporation under the laws of Minnesota (the "City"), and East Point Apartments LLC, a limited liability company under the laws of Minnesota (the "Developer").

WITNESSETH:

WHEREAS, the Developer has requested tax abatement assistance from the City in connection with the construction and operation of a multi-family apartment project; and

WHEREAS, pursuant to Minnesota Statutes, sections 469.1812 through 469.1815, as amended, the City has established an Abatement Program to offer such assistance; and

WHEREAS, the City believes that providing the assistance requested by the Developer and fulfillment of this Agreement are vital and are in the best interests of the City, will enhance the tax base, provide employment opportunities in the community, add needed housing and is in accordance with the public purpose and provisions of the applicable State and local laws and requirements under which the Project will be undertaken.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein shall have the following meanings unless a different meaning clearly appears from the context:

"Abatement" means the amount of the Available Tax paid by the City to the Developer pursuant to the Abatement Program as specified in Exhibit B attached hereto.

"Abatement Cap" means, in any year, total abatements paid by the City under the Tax Abatement Act of an amount equal to 10 percent of City's net tax capacity for that year or $200,000, whichever is greater.

"Abatement Period" means the term over which Abatement may be paid to the Developer, which shall be for a period of 10 years beginning with the Initial Year.

"Abatement Program" means the actions by the City pursuant to the Tax Abatement Act undertaken in support of the Project, including this Agreement and the Abatement Resolution.

"Abatement Property" means the real property legally defined in Exhibit A as improved by the construction of the Project.

"Abatement Resolution" means the resolution adopted by the City on February 18, 2026 authorizing the Abatement Program and payment of the Abatement thereunder.

"Agreement" means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented.

"Available Tax" means the City's share of real estate taxes generated by the Abatement Property each year and paid by the County to the City during the Abatement Period.

"City" means the City of Cottage Grove, Minnesota.

"County" means Washington County, Minnesota.

"Developer" means East Point Apartments LLC, a limited liability company under the laws of Minnesota.

"Effective Date" means the date this Agreement is executed by the City and by the Developer and the City has approved the Abatement Program, whichever is last to occur.

"Event of Default" means any of the events described in Section 5.1 hereof.

"Final Payment Date" means February 1, 2038, unless there is an earlier date under the terms of this Agreement or State law.

"Initial Year" means the year in which the City makes the first payment of the Abatement for the Project.

"Land Use Entitlements" means the _____ and other land use approvals granted or to be granted by the City involving the Project.

"Payment Dates" means August 1 in the Initial Year and each February 1 and August 1 thereafter to and including the Final Payment Date.

"Project" means the construction on the Abatement Property of a multi-family apartment building with 186 units and 258 enclosed and 36 surface parking stalls.

"Retained Amount" means the portion of Available Tax retained by the City and not paid to the Developer as an Abatement.

"State" means the State of Minnesota.

"Tax Abatement Act" means Minnesota Statutes, sections 469.1812 through 469.1815, as amended.

"Tax Appeal" means any petition or other action to seek a reduction in market value or property taxes on any portion of the Abatement Property under any State or other applicable law or procedure.

"Total Development Cost" or "TDC" means the total cost to the Developer of constructing the Project, as verified by the City with appropriate documentation provided by the Developer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a municipal corporation and statutory city under the laws of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The Abatement Program was created, adopted and approved in accordance with the Tax Abatement Act.

(c) The City has made the findings required by the Tax Abatement Act regarding the Abatement and Abatement Program and has adopted the Abatement Resolution following a public hearing.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties as of the Effective Date:

(a) The Developer is a limited liability company, duly organized, existing and in good standing under the laws of Minnesota, has the power to enter into this Agreement and to perform its obligations hereunder and carry out the covenants contained herein.

(b) The Developer will cause the Project to be undertaken in accordance with the terms of this Agreement, the Land Use Entitlements and all applicable City, State and federal laws and regulations.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any organizational document, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) The Project would not be undertaken by the Developer without the assistance and benefit to the Developer provided for in this Agreement and under the Abatement Program.

(e) The Developer will reasonably cooperate with the City with respect to any litigation brought by a third party against the City and involving the Abatement Program.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 The Project. The Project consist of a market rate multi-family apartment building with 186 units and 258 enclosed and 36 surface parking stalls. The City has approved the Land Use Entitlements for the Project.

Section 3.2 Transfer of the Project and Assignment of Agreement. The Developer represents and agrees that prior to the expiration of the Abatement Period or earlier termination of this Agreement, the Developer shall not assign this Agreement in conjunction with a transfer of the Abatement Property or any part thereof or any interest therein without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that any such transfer or assignment to an affiliate of the Developer shall not require the prior written consent of the City. In the case of a transfer occurring after commencement of construction but prior to completion of the Project, the City shall be entitled to reasonably require as a condition to any such consent required hereunder that any proposed transferee have the financial ability (either itself or with the assistance of one or more guarantors), in the reasonable judgment of the City, necessary and adequate to complete the construction of the Project as and to the extent required under this Agreement. The City shall also be entitled to require that any proposed transferee, by instrument in writing reasonably satisfactory to the City, expressly assume this Agreement and agree to be subject to all the terms and conditions of this Agreement.

Section 3.3 Real Property Taxes.

(a) The Developer agrees that during the Abatement Period it will not cause a reduction in the real property taxes paid in respect of the Abatement Property through willful destruction of the Project or any part thereof. The Developer also agrees that it will not, during the Abatement Period, transfer or permit transfer of the Abatement Property to any entity whose ownership or operation of the property would result in the Abatement Property being exempt from real property taxes under State law.

(b) The Developer shall notify the City within 30 days of filing any Tax Appeal. If as of any Payment Date, any Tax Appeal is then pending, the City will continue to pay any Abatement due but only to the extent that the Abatement relates to property taxes paid with respect to the market value of the Abatement Property not being challenged as part of the Tax Appeal as determined by the City in its sole discretion. The City will withhold any Abatement otherwise due related to property taxes paid with respect to the market value of the Abatement Property being challenged as part of the Tax Appeal as determined by the City in its sole discretion. The City will pay to the Developer any withheld Abatement to the extent not reduced as a result of the Tax Appeal after the Tax Appeal is fully resolved and the amount of Abatement attributable to the disputed tax payments is finalized.

Section 3.4 Abatement Amount. The City agrees to pay the Developer the Abatement on the Payment Dates based on the annual percentages as provided in Exhibit B, subject to the

adjusted provided for in Section 6.1 of this Agreement and up to the total principal Abatement amount stated in Section 4.1.

Section 3.5 Abatement Period. The Abatement Period shall exist for a period of 10 years beginning with the Initial Year. On each Payment Date to and including the Final Payment Date, the City shall pay the Developer the Abatement from Available Tax received by the City in the previous 6 months, if any, as provided for herein.

Section 3.6 Limitations on Undertaking of the City. The City shall have no obligation to pay any Abatement to the Developer for the Project, if the City, at the time or times such payment is to be made, is entitled under Section 5.2 to exercise any of the remedies set forth therein as a result of an Event of Default by the Developer which has not been cured.

Section 3.7 Additional Limitations. (a) The pledge of Abatements is subject to all the terms and conditions of the Abatement Resolution approved by the City on February 18, 2026. The City makes no warranties or representations as to the amount of any Abatement which may or will be available to the Developer. Any estimates of Abatement amounts prepared by the City or the City's financial consultants are for the benefit of the City only, and the Developer is not entitled to rely on such estimates. Anything in this Agreement to the contrary notwithstanding, the City agrees that the Abatement may be pledged as security for primary financing on the Project.

(b) The Developer further acknowledges that the Abatement payable by the City under this Agreement is subject to the Abatement Cap. The City does not warrant or represent that any Abatement otherwise payable under this Agreement will be within the Abatement Cap. The City has granted other abatements prior to the Abatement to the Developer. Payment of previously approved abatements takes priority over this Abatement in any year in which the City's total abatement obligations exceed the Abatement Cap.

ARTICLE IV

ABATEMENT AMOUNT; NO BUSINESS SUBSIDY

Section 4.1 Calculation of Abatement. The present value of total principal Abatement amount is $1,241,000 and shall be paid by the City in accordance with the declining amounts shown on Exhibit B, subject to the adjustments which may occur in accordance with the lookback provisions in Section 6.1 of this Agreement. In no year shall the Abatement plus all other abatements paid by the City exceed the Abatement Cap. The City will also pay simple, non-compounding interest on the unpaid principal amount of the Abatement at the lesser of (a) 5.5 percent, or (b) the rate of interest on the Developer's primary financing for the Project. The Developer agrees to provide the City with evidence of the interest rate on its primary financing for the Project.

Section 4.2 No Business Subsidy. The Abatement provides assistance for housing and, accordingly, the Abatement does not constitute a business subsidy within the meaning of Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) The failure by the Developer to cause the Project to be constructed pursuant to the terms, conditions and limitations of the Land Use Entitlements and this Agreement;

(b) Except with regard to any amount subject to a Tax Appeal or the payment of which has been stayed by any other procedure under applicable law, failure by the Developer to timely pay any ad valorem real property taxes, special assessments, or other governmental impositions with respect to the Abatement Property;

(c) Failure by the Developer to pay the fee required under Section 7.8 of this Agreement;

(d) Failure by the Developer to commence construction of the Project by September 1, 2027;

(e) Failure by the City to pay the Abatement in accordance with this Agreement; or

(f) Failure by either party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 occurs and is continuing, the non-defaulting party may take any one or more of the following actions after the giving of written notice to the defaulting party citing with specificity the item or items of default and notifying the defaulting party that it has 30 days within which to cure said Event of Default or commence and diligently pursue curing such Event of Default if the defaulting party is unable to cure within such 30 day period and defaulting party is diligently pursuing and can demonstrate progress toward curing the default. If the defaulting party is unable to cure or commence a cure for the Event of Default within said 30 days as required above, the non-defaulting party may:

(a) Suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed reasonably adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement; and

(b) take such action as the non-defaulting party deems necessary to secure its rights under this Agreement.

Section 5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the non-defaulting party is intended to be exclusive of any other available remedy or remedies, but each and

Section 5.4 every such remedy shall be cumulative and shall be in addition to every other remedy given solely under this Agreement. No delay or omission to exercise any right or power accruing upon any Event of 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.

Section 5.5 No Implied Waiver. In the event any covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, 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.

Section 5.6 No Personal Obligations. All covenants, stipulations, promises, agreements and obligations of the City or the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the Developer, as applicable, and not of any governing body member, officer, agent, servant or employee of the City or the Developer, as applicable, in their individual capacity.

Section 5.6 Release and Indemnification Covenants. Except for any negligent act of the following named parties, the Developer hereby releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, and employees (the "Indemnified Parties ") shall not be liable for, and hereby agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project. The aforesaid indemnification shall not apply to willful misrepresentation or any willful or wanton misconduct or negligence of the City.

ARTICLE VI

LOOKBACK PROVISIONS

Section 6.1 Lookback Provisions. The Abatement amount has been calculated based on estimated Total Development Costs of $45,646,074. After completion of the Project, the Developer agrees to provide the City with documentation to verify the actual Total Development Costs of the Project. If the actual Total Development Costs are less than the estimated Total Development Costs, the Abatement amount will be decreased by 50 percent of the amount by which estimated Total Development Costs exceed actual Total Development Costs if that amount is $100,000 or more and will be paid in accordance with a revised payment schedule using the same annual payment percentage of Available Tax specified in Exhibit B. By way of illustration, if estimated Total Development Costs exceed actual Total Development Costs by $99,999, there will be no reduction in Abatement. If estimated Total Development Costs exceed actual Total Development Costs by $100,000, the Abatement will be reduced by $50,000. No payments of

Abatement shall be made until the Developer provides evidence of the actual Total Development Costs.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 7.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by reputable overnight courier, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

(a)	in the case of the Developer:	East Point Apartments LLC 1834 East 38th Street Minneapolis, MN 55407 Attention: Robb Lubenow
(b)	in the case of the City:	City of Cottage Grove 12800 Ravine Parkway South Cottage Grove, MN 55016 Attention: City Administrator
	and with a copy to:	Kennedy and Graven, Chartered 150 South Fifth Street Suite 700 Minneapolis, MN 55402 Attention: Ronald H. Batty

or at such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section 7.3.

Section 7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

Section 7.6 Term. This Agreement shall remain in effect commencing on the Effective Date until the Final Payment Date, unless earlier terminated or rescinded in accordance with its terms or State law.

Section 7.7 Provisions Surviving Rescission or Expiration. Sections 5.5 and 5.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 7.8 Payment of Fees. The Developer agrees to reimburse the City for all actual and reasonable legal, financial advisory, engineering and other fees incurred in connection with the establishment of the Abatement Program and the drafting and negotiating of the Abatement Resolution and this Agreement. The Developer shall reimburse the City within 30 days of notice from the City.

* * * * * * * * * * * *

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf.

EAST POINT APARTMENTS LLC

By: _____

Its: Manager

Date: 2-11-2026

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 11 day of February, 2026, by [illegible], the manager of East Point Apartments LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

Tiffany Lavigne
Notary Public
Minnesota
My Commission Expires 1/31/2030

_____
Notary Public

The City has caused this Agreement to be duly executed in its name and on its behalf.

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

Date: _____

By: _____
Jennifer Levitt, City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Myron Bailey, the Mayor of the City of Cottage Grove, a public body corporate and politic under the laws of Minnesota, on behalf of the Authority.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jennifer Levitt, the City Administrator of the City of Cottage Grove, a public body corporate and politic under the laws of Minnesota, on behalf of the Authority.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF ABATEMENT PROPERTY

The Abatement Property is located in Washington County, Minnesota and is legally described as follows:

Parcel numbers 08.027.21.33.0053 and 07.027.21.44.0020

The parties anticipate that the above land will be replatted before constructing the Project. After recording the plat, the Abatement Property will be legally described as such.

EXHIBIT B

Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Combined City, County, & School Tax Rate	Maximum Annual Gross Tax Abatement	Semi Annual Gross Tax Abatement	City Percentage to Developer	City Abatement w/ Tax Rate 40.1455%	Semi Annual Net Tax Abatement	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
						-		-	-	-	0	2027	02/01/28
136,594	(1,201)	-	135,393	98%	132,378	66,189	100%	27,177	27,177	25,742	0.5	2028	08/01/28
						66,189	100%	27,177	27,177	50,795	1	2028	02/01/29
409,781	(1,201)	-	408,580	98%	399,483	199,741	100%	82,013	82,013	124,374	1.5	2029	08/01/29
						199,741	100%	82,013	82,013	195,984	2	2029	02/01/30
546,375	(1,201)	-	545,174	98%	533,035	266,518	100%	109,431	109,431	288,977	2.5	2030	08/01/30
						266,518	100%	109,431	109,431	379,481	3	2030	02/01/31
546,375	(1,201)	-	545,174	98%	533,035	266,518	95%	103,960	103,960	463,159	3.5	2031	08/01/31
						266,518	95%	103,960	103,960	544,598	4	2031	02/01/32
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017	93,017	615,513	4.5	2032	08/01/32
						266,518	85%	93,017	93,017	684,531	5	2032	02/01/33
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017	93,017	751,701	5.5	2033	08/01/33
						266,518	85%	93,017	93,017	817,074	6	2033	02/01/34
546,375	(1,201)	-	545,174	98%	533,035	266,518	85%	93,017	93,017	880,697	6.5	2034	08/01/34
						266,518	85%	93,017	93,017	942,618	7	2034	02/01/35
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073	82,073	995,791	7.5	2035	08/01/35
						266,518	75%	82,073	82,073	1,047,541	8	2035	02/01/36
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073	82,073	1,097,906	8.5	2036	08/01/36
						266,518	75%	82,073	82,073	1,146,923	9	2036	02/01/37
546,375	(1,201)	-	545,174	98%	533,035	266,518	75%	82,073	82,073	1,194,629	9.5	2037	08/01/37
						266,518	75%	82,073	82,073	1,241,057	10	2037	02/01/38
Total						**13,324,707**		**1,695,703**	**1,695,703**				
Present Value From		**08/01/2026**	**Present Value Rate**	**5.50%**		**6,638,321**		**1,241,057**	**1,241,057**				