COTTAGE GROVE CITY COUNCIL July 15, 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 Public Safety Swearing-In Ceremony
*Staff Recommendation: Perform the Swearing-in and Badge Ceremony for Peyton Taylor and Michael Tobritzhofer.*

B Public Safety Board Scholarship Award
*Staff Recommendation: Present the Public Safety Board Scholarship Award to Alayna Adamez, Brett Salmonson, and Wyatt Beaurline.*

C 2026 Night to Unite Proclamation
*Staff Recommendation: Proclaim August 4, 2026, as Night to Unite.*

D 2026 Parks and Recreation Month Proclamation
*Staff Recommendation: Proclaim July 2026 as Parks and Recreation Month.*

7 Consent Agenda

A City Council Regular Meeting Minutes (2026-06-17)
*Staff Recommendation: Approve the June 17, 2026, City Council Regular Meeting Minutes.*

B Convention and Visitors Bureau Meeting Minutes (2026-02-24)
*Staff Recommendation: Approve the February 24, 2026, Convention and Visitors Bureau Meeting Minutes.*

C Planning Commission Meeting Minutes (2026-04-27)
*Staff Recommendation: Accept and place on file the minutes from the April 27, 2026, Planning Commission Meeting.*

D Parks, Recreation and Natural Resources Commission Appointment (Rediske - Youth Seat)
*Staff Recommendation: Appoint Aaron Rediske to the Parks, Recreation and Natural Resources Commission.*

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

F Tobacco License - Smoke Leaf (7155 Jorgensen Lane South #120)
*Staff Recommendation: Approve the Tobacco License application for Sherif Amr Elbarawi, Smoke Leaf, located at 7155 Jorgensen Lane S, Suite 120, Cottage Grove, Minnesota.*

G Election Judge Appointment - Primary Election (August 11, 2026)
*Staff Recommendation: Approve Resolution 2026-102 and the appointment of the election judges listed in Exhibit A for the Primary Election on August 11, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.*

H St. Rita's - Gambling License
*Staff Recommendation: Authorize issuance of a Single Occasion Gambling Permit for St. Rita's Church to conduct a raffle, bingo and/or pull tabs at 8694 80th Street South for their annual Fall Festival to be held September 11–13, 2026.*

I St. Rita's - Temporary Liquor License
*Staff Recommendation: Authorize issuance of a Temporary Intoxicating Liquor License to St. Rita's, located at 8694 80th Street South Cottage Grove, for their annual Fall Festival to be held September 11–13, 2026.*

J 2026 Data Practices Policy
*Staff Recommendation: Adopt the 2026 City of Cottage Grove Data Practices Policies and Procedures.*

K 2026 Strategic Plan Mid-Year Update
*Staff Recommendation: Receive the 2026 Strategic Plan Mid-Year Update.*

L Firefighters Labor Contract Memorandum of Agreement
*Staff Recommendation: Approve the Memorandum of Agreement as an addendum to the 2025-2026 Firefighters Labor Contract.*

M Professional Services Agreement - GMP Consultants
*Staff Recommendation: Approve the professional services agreement with GMP Consultants in the amount of $5,500 plus expenses.*

N Styker PROCARE - LUCAS Device
*Staff Recommendation: Approve the attached quote at the price of $11,112.00 ($5,556 per year) for a 24-month renewal of the Stryker ProCare Plan for our LUCAS devices.*

O Building Access Controls Maintenance Upgrade
*Staff Recommendation: Approve of the attached service agreement and proposal from Pro-Tec Design Solutions, as outlined in the attached quote, with all work to begin and conclude in 2026, at a project cost of $40,152.92.*

P 8077 River Acres Road Accessory Structure – Variance
*Staff Recommendation: Adopt Resolution 2026-105 approving the variance request for a reduced corner yard setback of 10 feet when 20 feet is required at 8077 River Acres Road.*

Q 10590 East Point Douglas Road South - Accessory Structure Exterior Materials Variance
*Staff Recommendation: Adopt Resolution 2026-104 denying the variance request to allow for the exterior of an accessory structure to be constructed of metal in a residential district at 10590 East Point Douglas Road South.*

R 9165 West Point Douglas Road (Majestic) Demolition
*Staff Recommendation: 1) Adopt Resolution 2026-099 making certain findings with respect to a structurally substandard building located at 9165 West Point Douglas Road South. 2) Approve the deferred assessment waiver agreement with Mike McGrath. 3) Adopt Resolution 2026-100 awarding the demolition and site restoration of 9165 West Point Douglas Road South to the low quote supplied by JM Hauling LLC in the amount of $121,023.50. 4) Authorize execution of the service agreement with JM Hauling LLC. 5) Adopt Resolution 2026-101 approving an interfund transfer from EDA Trust Fund to EDA Operating Fund in the amount of $121,023.50 for the demolition and site restoration cost.*

S Ravine Ridge – Final Plat, Development Agreement, and Development Plans
*Staff Recommendation: 1) Adopt Resolution 2026-106 approving the Final Plat for Ravine Ridge, subject to minor modifications as approved by the City Attorney. 2) Approve the Ravine Ridge Development Agreement with M/I Homes of Minneapolis/St. Paul LLC, subject to minor modifications as approved by the City*

*Attorney. 3) Adopt Resolution 2026-107 approving the Ravine Ridge Development Plans dated 5/27/2026, prepared by Hill Incorporated, subject to final approval by the City Engineer in writing.*

T First Amendment to the Lochridge Development Agreement
*Staff Recommendation: Approve the First Amendment to the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, DRP Odin 16, LLC, and Rachel Development Inc., with minor modifications as approved by the City Attorney.*

U Low Zone Water Treatment Plant Project - Change Order #5
*Staff Recommendation: Approve Change Order #5 in the amount of $245,159.06, for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from $40,632,818.93 to $40,877,977.99.*

V 2026 Pavement Management Project – Change Order 1
*Staff Recommendation: Approve Change Order #1, decreasing the contract amount by $23,787.50 for the 2026 Pavement Management Project, and authorize the City Engineer to sign the Change Order.*

W 2025 Sewer Lining Project - Change Order #2
*Staff Recommendation: Approve Change Order #2 for the additional cleaning of the pipe. This will increase the contract total by $30,688.00 to a total revised contract amount of $810,436.90.*

X Jamaica Avenue-Ravine Parkway All-Way Stop
*Staff Recommendation: Adopt Resolution 2026-090 approving stop signs for north and southbound Jamaica Avenue at Ravine Parkway. The installation of these stop signs will make the intersection an all-way stop.*

Y Bolton and Menk Imagine 2050 Comprehensive Plan Update Scope of Work
*Staff Recommendation: Approve the Scope of Work with Bolton and Menk for the Imagine 2050 Comprehensive Plan Update.*

Z Safe Streets and Roads for All (SS4A) – Proposal Selection and Consultant Agreement
*Staff Recommendation: Authorize the selection of Stantec Consulting Services Inc. and execute the agreement for professional services related to the Safe Streets and Roads for All project. The appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.*

AA First Amendment to the Amended and Restated Site Lease Agreement, Woodlane/West Draw Water Tower Site
*Staff Recommendation: Authorize the signing of the amendment to the lease agreement held between the City of Cottage Grove and New Cingular Wireless PCS, LLC.*

BB Cintas Settlement Payment Number 2
*Staff Recommendation: Approve the Cintas settlement checks in the amount of $1,509.24.*

CC Track Loader Lease Agreement
*Staff Recommendation: Approve the two-year lease agreement with John Deere Financial for a track loader in the amount of $14,884.83 per year.*

DD Final Payment for City Hall Front Desk Remodel
*Staff Recommendation: Approve $5,048.30 to RAK Construction Inc for the final payment for the City Hall Front Desk Remodel Project.*

EE Replacement of Parking Lot Lights at City Hall
*Staff Recommendation: Approve the service agreement with Killmer Electric in the amount of $17,129.40 to replace the parking lot lights at the City Hall/Public Safety Building.*

FF Jamaica Landscaping Reduction Agreement
*Staff Recommendation: Adopt Resolution 2026-096 awarding the Jamaica Landscaping Reduction project to Valdes Lawn Care & Snow Removal in the amount of $45,810.72, and authorize a service agreement between the City of Cottage Grove and the contractor.*

GG Dowdle Puzzle Sales Contract

*Staff Recommendation: Approve the new Professional Services Agreement with Dowdle Studios, LLC authorizing online sales assistance for the remaining inventory of City of Cottage Grove jigsaw puzzles.*

8 Approve Disbursements

A Approve Disbursements

*Staff Recommendation: Approve disbursements from 06-16-2026 through 07-09-2026 in the amount of $6,580,972.67.*

9 Public Hearings

A Property Tax Abatement for a portion of the 2026A General Obligation Bonds

*Staff Recommendation: 1) Hold the public hearing for property tax abatements in connection with the bond issuance for the Oltman Park Improvements. 2) Adopt Resolution 2026-095, approving the property tax abatements.*

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** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Public Safety Swearing-In Ceremony |
| **Staff Recommendation** | Perform the Swearing-in and Badge Ceremony for Peyton Taylor and Michael Tobritzhofer. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Council Memo-Police Officer Swearing-In |

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

**From:** Brad Petersen, Interim Director of Public Safety

**Date:** July 9, 2026

**Subject:** **Police Officer Swearing-In**

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## INTRODUCTION

Officers Peyton Taylor and Michael Tobritzhofer were hired by the City of Cottage Grove as Police Officers in 2025. Both officers have successfully completed their on-boarding, academy and field training, and completed their probationary periods.

Prior to the badge pinning ceremony, Interim Director of Public Safety Brad Petersen will introduce Officers Taylor and Tobritzhofer to the community and City Administrator Jennifer Levitt will give the oath of office.

## RECOMMENDATION

Receive a presentation, witness the oath of office, and recognize Officers Peyton Taylor and Michael Tobritzhofer.

# City Council Action Request

# 6.B.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Public Safety Board Scholarship Award |
| **Staff Recommendation** | Present the Public Safety Board Scholarship Award to Alayna Adamez, Brett Salmonson, and Wyatt Beaurline. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Council Memo-PSB Scholarship Presentation |

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

**From:** Brad Petersen, Interim Director of Public Safety

**Date:** July 9, 2026

**Subject:** **2026 Public Safety Board Scholarship Presentation**

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## INTRODUCTION

Since 2010, the Cottage Grove Public Safety Board (PSB) has awarded the Craig Woolery Scholarship annually honoring Retired Director of Public Safety Craig Woolery's 35-years of dedicated service. This scholarship is intended to promote careers in law enforcement, firefighting, and emergency medical services for residents in Cottage Grove pursuing post-secondary education. Recipients are awarded $1,000 for tuition assistance.

The 2026 recipients are Alayna Adamez, Brett Salmonson, and Wyatt Beaurline.

## RECOMMENDATION

Receive the PSB presentation and recognize the 2026 Craig Woolery Scholarship recipients.

# City Council Action Request

# 6.C.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Communications |
| **Agenda Category** | Presentation |
| **Title** | 2026 Night to Unite Proclamation |
| **Staff Recommendation** | Proclaim August 4, 2026, as Night to Unite. |
| **Budget Implication** | N/A |
| **Attachments** | 1. July 2026 Night to Unite Proclamation |

# PROCLAMATION
# 2026 NIGHT TO UNITE

WHEREAS: the Minnesota Crime Prevention Association, along with AAA of Minnesota/Iowa, and local public safety agencies are sponsoring a statewide program called Night to Unite on August 4, 2026; and

WHEREAS: Night to Unite is designed to get to know one another in your neighborhood, build neighborhood involvement by bringing public safety and communities together, and to bring an awareness to public safety efforts; and

WHEREAS: Night to Unite supports the idea that crime prevention and community engagement is an inexpensive, effective tool in strengthening public safety and community partnerships; and

WHEREAS: Night to Unite provides opportunities to celebrate the ongoing work of public safety and neighborhoods in Cottage Grove by working together to increase safety for all residents; and

WHEREAS: the residents of Cottage Grove play an important role in assisting the Cottage Grove Public Safety Department through joint crime, fire safety, CPR and AED training, emergency preparedness and response, and drug and violence prevention efforts, and more.

NOW, THEREFORE, I, Mayor Pro Tem, do hereby call upon all residents in Cottage Grove to participate in Night to Unite on August 4, 2026.

FURTHER, LET IT BE RESOLVED THAT I, Mayor Pro Tem and the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, do hereby proclaim Tuesday, August 4th, 2026 as Night to Unite in Cottage Grove, Minnesota.

Passed this 15th Day of July 2026

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Justin Olsen, Mayor Pro Tem

# City Council Action Request

# 6.D.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Communications |
| **Agenda Category** | Presentation |
| **Title** | 2026 Parks and Recreation Month Proclamation |
| **Staff Recommendation** | Proclaim July 2026 as Parks and Recreation Month. |
| **Budget Implication** | N/A |
| **Attachments** | 1. July 2026 Parks and Recreation Month |

# PROCLAMATION

## PROCLAIMING THE MONTH OF JULY 2026 AS PARKS AND RECREATION MONTH

WHEREAS: parks and recreation are an integral part of communities throughout this country, including here in Cottage Grove; and

WHEREAS: parks and recreation promote time spent in nature, which positively impacts health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS: parks and recreation encourage physical activities by providing space for popular sports, hiking trails, biking and many other activities designed to promote active lifestyles; and

WHEREAS: park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS: parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS: parks and recreation are essential, adaptable, and make our communities resilient in the face of natural disasters and climate change; and

NOW, THEREFORE, the Mayor Pro Tem and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of July 2026 as Parks and Recreation Month.

Passed this 15th Day of July 2026

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Justin Olsen, Mayor Pro Tem

# City Council Action Request

# 7.A.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | City Council Regular Meeting Minutes (2026-06-17) |
| **Staff Recommendation** | Approve the June 17, 2026, City Council Regular Meeting Minutes. |
| **Budget Implication** | N/A |
| **Attachments** | 1. 2026-06-17 City Council Meeting |

# COTTAGE GROVE CITY COUNCIL

**June 17, 2026**

**12800 RAVINE PARKWAY SOUTH**
**COTTAGE GROVE, MN 55016**

## COUNCIL CHAMBER - 7:00 P.M

### 1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on June 17, 2026, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order.

### 2. PLEDGE OF ALLEGIANCE

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

### 3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Brad Petersen, Interim Public Safety Director; Emily Schmitz, Community Development Director; Max Erickson, Planner; Paul Sponholz, Engineer; Chad Donnelly, Deputy Public Works Director; Nate Carlson, Economic Development Manager; Jon Pritchard, Fire Chief.

### 4. OPEN FORUM

Mayor Bailey opened the Open Forum and said this is the opportunity for people to speak on something that is not on tonight's agenda. As no one wished to speak during Open Forum, Mayor Bailey closed the Open Forum.

### 5. ADOPTION OF AGENDA

Motion by Council Member Thiede to adopt the agenda; second by Council Member Olsen. Motion carried: 3-0.

### 6. PRESENTATIONS - None.

### 7. CONSENT AGENDA

A. Approve the May 6, 2026 City Council Regular Meeting Minutes.
B. Approve the May 20, 2026 City Council Regular Meeting Minutes.
C. Approve the June 3, 2026 City Council Regular Meeting Minutes.
D. Approve the June 3, 2026 City Council Special Meeting Minutes.
E. Approve the May 11, 2026 Parks, Recreation and Natural Resources Minutes.
F. Approve the issuance of rental licenses to the properties listed in the attached table.
G. Approve the Mueller Systems Sentryx SaaS quote, annual service, and related hardware in the amount of $7,759.16.

H. Call for the sale of 2026A General Obligation Bonds and call for a Public Hearing on the tax abatement portion of the issuance.
I. Adopt Resolution 2026-088 granting preliminary approval to the issuance of revenue bonds and authorizing application for allocation of bonding authority for Roers' Cottage Grove affordable housing project.
J. Authorize MN DNR Expedited Conservation Partners grant agreement for Kingston Park Habitat Enhancement Project.
K. 1) Adopt Resolution 2026-092 approving the Metropolitan Council Clean Water Fund Grant Agreement No. SG-26E-03-07. 2) Authorize the expenditure of $16,250 from the Water Utility Fund to match the MCES grant.
L. Approve City Administrator, Jennifer Levitt, as the Certifying Officer for the Shoppes at Cottage View CPF Grant environmental review process and authorize publications of the Finding of No Significant Impact and Request Release of Funds.
M. Adopt Resolution 2026-089 restricting parking on the north side of 90th Street, extending from Hadley Avenue to Hale Avenue, Monday through Friday, 7:00 a.m. to 9:00 a.m., and 2:00 p.m. to 4:00 p.m.
N. Approve Change Order #1, increasing the contract amount by $50,262.95 for the 80th Street, East Point Douglas Road, and TH 61/80th Street Interchange Rehabilitation Project, and authorize the City Engineer to sign the Change Order.
O. Adopt Resolution 2026-094 approving the proposal for the Phase One Water Meter and Radio Replacement Project by Stantec Consulting Services.
P. Adopt Resolution 2026-093 approving the plans and specifications and authorizing bidding for the Well 10 Temporary Water Treatment Plant Decommissioning Project.

Council Members did not wish to pull any items from the Consent Agenda for further information and/or discussion.

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

## 8. APPROVE DISBURSEMENTS

*Staff Recommendation: Approve disbursements from 05-29-2026 through 06-11-2026 in the amount of $5,224,740.90.*

Motion by Council Member Olsen to approve disbursements; second by Council Member Thiede.
Motion carried: 3-0.

## 9. PUBLIC HEARINGS - None.

## 10. BID AWARDS - None.

## 11. REGULAR AGENDA

A. Tobacco Compliance Violations - Holiday Gas Station & Smoke Shop & Vape
*Staff Recommendation: 1) Allow business representatives from Holiday Gas Station and Smoke Shop & Vape an opportunity to respond to the City Council regarding the underage sale of tobacco occurring on May 27, 2026. 2) Impose the scheduled penalty of $300 for the first violation in 36 months.*

Mayor Bailey said Interim Public Safety Director Brad Petersen is going to walk us through this one, and welcomed him.

Interim Public Safety Director Petersen said Good Evening, Mayor, Council. We're here tonight to talk about a couple tobacco compliance violations that occurred. By way of background, I'll just let Council and the audience know that the Cottage Grove Police Department conducts two tobacco and THC checks per calendar year. We do that for two reasons: 1) It's statutorily required by the State; 2) We feel that the proper hiring, training, and supervision of staff that sell tobacco is important to maintain compliance with State laws and City Ordinances, and it's a useful tool to keep tobacco and nicotine products out of the hands of underage users.

Unfortunately, we had two businesses fail the compliance checks. As you mentioned, the first was the Holiday Gas Station at 8490 East Point Douglas Road, and the second was the Smoke Shop & Vape. Those compliance checks occurred on May 27. The silver lining, if there is one, is that for both of these businesses it is their first violation in the past 36 months.

I'll spare you all of the details, but I'll highlight some of the key notes: We follow a very strict procedure when we do this, it's not trying to be a game of Gotcha or use of deception. We choose an underage minor, typically they're known to us, they're family members or they're Explorers. If they happen to be minors, we get consent from the parents. We photograph them, we verify their ID, and they're given very specific instructions. They're told that they can't be deceitful in any way, if they're asked about their true identity or their age, they have to give an honest response. If they're asked for ID, they have to present their own identification. So, again, it's not a game of Gotcha, we're just making sure that the businesses are properly checking ID and not selling to underage persons.

If there is a violation, what will happen is the decoy will exit the store with the product, present it to the officers, and explain what happened. The officers will enter the store, make contact with the clerk who made the sale, identify the clerk, ask them about what happened, inquire whether they visualized the ID or asked about the person's age. Generally, question them to see how and why the improper sale happened. Management is notified and we'll check records to make sure there are no prior violations. Finally, a notice will be delivered to management for the business, and they're invited to be present at tonight's meeting.

The intent of this slide is just to show that if somebody does check ID, it's readily apparent that they're dealing with a person who's Under 21. There are a couple cues: The first is the orientation of the ID or driver's license; a horizontal ID indicates that they're over 21, a vertical means that they're Under 21. There are other visual cues on there, including a stamp that says Under 21. So, if they do check, it should be readily apparent that the person is Under 21 years old.

Now, I'll get into some of the actual details of the incident: Again, this happened on May 27. The redacted police reports were included in the Council packet for your reference. The decoy in this case was a 17-year-old male. He entered the store with a recorded monetary note and he made contact with the clerk and asked to purchase Velo 9 mg. pouches. In this case, the cashier did not request his identification so the decoy paid with a $20 bill, exited the store with the product, and informed officers what happened. The officers entered the store, made contact with the clerk, and he admitted that he did not check the identification because the decoy appeared to be old enough because he had a beard. A misdemeanor citation was issued to the cashier for Sale of Tobacco to an Underage Buyer. Later on, we made contact with the business and gave them an invitation to be here tonight, and there are some representatives from the Holiday Gas Station here, and we will give them an opportunity to respond here in a moment.

Now, I'll address the second violation, which happened at Smoke Shop & Vape, at 6990 80th Street. Again, this happened on May 27. We used the same 17-year-old male decoy. He entered the store with that marked $20 bill and asked to buy Zyn pouches. The cashier did not request identification from him, the decoy paid, exited the store with the product, headed over to the officers, and reported what happened. The officers entered the store, and made contact with the clerk. He admitted that he did not check identification, stated that he thought the buyer might be old enough, and added that he didn't want to inconvenience the buyer because he was walking with the aid of crutches. The cashier was cited for misdemeanor Sale of Tobacco to an Underage Person, management was notified, and there is a representative here, also willing to speak.

So, I have two recommendations before you:

1) Allow each of the businesses an opportunity to respond to the alleged violations. If they choose to contest, I would ask that Council schedule a hearing at a future date.
2) If they wish to admit to the violation and accept responsibility, Council should impose a scheduled penalty of $300, being that's a first-time violation in the last 36 months.

Interim Director Petersen said I'll stand for your questions.

Mayor Bailey asked the Council Members if they had any questions, and none were asked.

Mayor Bailey said Brad, I know for alcohol there's kind of a tiered system; do we have the same thing for tobacco? Interim Director Petersen replied that's correct. Mayor Bailey said so, if they were to have another violation, then it escalates. Interim Director Petersen replied that's correct.

Mayor Bailey thanked Interim Director Petersen for the presentation, and said let's start with the Holiday Gas Station. He asked if they wanted to come up and share and just state your name and address for the record. Thank you.

I'm Amanda Nellessen, 8490 East Point Douglas Road South, Cottage Grove. So, obviously, we're here for a reason. We did fail a compliance check, and that employee has since been terminated, so that's one of our things that we did, so, hopefully, moving forward this won't be an issue. We are also implementing, starting July 1, we are going to be a 100% carding store for any age-restricted products. We also just so happen to have a store meeting tomorrow, at which we are going to do some retraining that one of the City people provided to us. So, yeah, that way we can, hopefully, this won't happen any more.

Mayor Bailey replied yes, good.

Amanda asked if there were any questions.

Council Member Olsen said thank you for being here this evening, first of all, appreciate that very much. I also appreciate the insight into what you've done thus far to handle this. My question is do you have electronic means to scan IDs and identify whether somebody is of age or not of age through your POS system?

Amanda replied yes.

Council Member Olsen said okay, so in this circumstance, is it that the individual responsible simply did not do that, or what exactly transpired there?

Amanda replied correct, he did not ask for an ID at all.

Council Member Olsen asked didn't ask for an ID at all? Amanda replied correct.

Council Member Olsen said okay, all right, and the reason I ask is I work in the business, and I know that's a really good way to ensure that you don't fall into this trap is A) You card everybody, and B) You have an electronic method where it basically flashes right up on the screen in front of everybody, hey, look, this is not something that we want to do. But if they don't even ask for ID, obviously that's a challenge. So, I think you handled that appropriately. Thank you.

Mayor Bailey said all right, thank you. And then, we have the Smoke Shop & Vape. And, again, just your name and address for the record.

Sharif Amr Elbarawi, 6990 80th Street, Cottage Grove. So, we have been in the business for about three years in Cottage Grove, and we didn't have any violation before. The problem is mainly from the employee, so in our system, we have like a printed calendar, which tells the employee what date it's specifically on. We also have an app that whenever you scan a product, it pops up for the employee; there is a way that they can skip it, it's usually by visual like verification, which just shows that he has visually seen the ID card, which we're not going to allow this anymore. But any tobacco product, once you scan it, it shows to the employee, so they don't forget about that, so that was totally like an employee mistake, and we have terminated that employee as well. We gave him like two weeks just as a notice, so he can find another job and all that stuff, but in the meantime, too, we were hiring another person to be always watching him. He had previous experience, he used to work in a smoke shop before, and we checked, like he was trained. In his defense, he was saying when he saw the guy, he came with a

beard and crutches, so he didn't want him to like struggle with his ID, but this is not an excuse, and we're trying our best not to happen again.

Mayor Bailey asked if Council had any questions for him, and none were asked. Mayor Bailey said all right, thank you.

Sharif replied thank you, guys.

Mayor Bailey said so, thank you both for coming. Obviously, I know having to terminate employees, I'm not in the convenience business, I'm in a different part of retail, but anytime you have to terminate somebody for something like that, it's not a joyous day by any means. But I do appreciate the fact that you guys took it seriously in both cases, and certainly myself, personally, would hope that we won't have to see you in the future and that you'll just continue to pass like you've done in the past.

Motion by Council Member Thiede to impose the scheduled penalty of $300 for the first violation in 36 months to Holiday Gas Station located at 8490 East Point Douglas Road and to impose the scheduled penalty of $300 for the first violation in 36 months to Smoke Shop & Vape located at 6990 80th Street South Unit 100; second by Council Member Olsen. Motion carried: 3-0.

B. Geneva Meadows 2nd Addition - Zoning Amendment and Preliminary Plat
*Staff Recommendation: 1) Adopt Ordinance No. 1115 approving a Zoning Amendment to change the zoning of 13.14 acres of land, located at 8591 Geneva Avenue South, from R-1, Rural Residential, to R-3, Single-Family Residential. 2) Adopt Resolution 2026-083 approving the Preliminary Plat for a residential subdivision to be called Geneva Meadows 2nd Addition, which will consist of 23 single-family homes, to be located at 8591 Geneva Avenue South.*

Mayor Bailey said our Planner, Max Erickson, is going to take us through this, so, welcome Max.

Planner Erickson said thank you. Good Evening, Mayor, and Members of Council. Lennar has applied for a Zoning Amendment and a Preliminary Plat for a development to be called Geneva Meadows 2nd Addition. Their request includes a single parcel that is 13.14 acres, the parcel is currently zoned R-1, Rural Residential; the Applicant is proposing to rezone the parcel to R-3, Single-Family Residential, and plat 23 single-family lots. The parcel is located at 8591 Geneva Avenue South, which is located south of 85th Street and west of Geneva Avenue. It is located along the St. Paul Park and Cottage Grove city municipal boundary. The site is currently a Rural Residential lot with an existing residence. There is a gas pipeline easement, which runs along the north part of the property. The site is currently accessed by Geneva Avenue South from 85th Street to the north. Geneva Avenue is a private drive within City Right-of-Way, which also services a residence at 8701 Geneva Avenue and other developed property to the south. Because Geneva Avenue is located along the municipal boundary, there is an existing Joint Powers Agreement in place between Cottage Grove and the City of St. Paul Park to provide a Right-of-Way for Cottage Grove to maintain the ability to provide access to the residences within the City of Cottage Grove.

The Applicant is proposing to rezone the parcel to R-3 with a density of 2.13 units per acre. This is consistent with future use of the property being low-density residential in the 2040 Comprehensive Plan.

The proposed plat consists of 23 single-family lots, which intends to meet the Zoning District standards of the R-3 Zoning District. The existing home at 8591 Geneva Avenue will be included in this development as a remnant parcel. The proposal will create a mix of 65' and 75' lots, which are consistent with the R-3 Zoning standards.

There are eight Outlots which have been proposed for this development; two of the Outlots, A and H, will serve the development's stormwater needs, and these two Outlots will be deeded for the City for stormwater maintenance. The Stormwater Plan has been reviewed and a plan review memo has been issued to the Applicant, and a final Stormwater Plan will be submitted with the application of a Final Plat.

There are five Outlots that have been proposed to incorporate the pipeline easements, and a remaining wooded tract, which borders the Feld Addition subdivision to the north. The developer does not wish to implement an HOA, and this area is kind of impractical to maintain, so the developer has communicated with the adjacent landowners to deed these Outlots to the residences of the Feld Addition. There will be deed restriction

that will be required for these Outlots, to ensure that they remain under common land ownership; they can't be combined as they're part of two different plats. This is similar to what was approved for the Summers Landing 4th Addition in 2020.

The City Parks and Trails map does not include any park or trail on this property, so no park dedication will be accepted as physical property. Cash in lieu of physical dedication will be required for park dedication.

Primary access to the development will be from Summit Avenue, which is currently under construction in St. Paul Park as part of the Geneva Meadows 1st Addition; this development will consist of one road with a cul-de-sac, to be known as Geneva Court. To prevent through traffic, the developer will remove a segment of Geneva Avenue from the existing residence on the property to the proposed connection on Summit Avenue. The remainder of Geneva Avenue, located south of Summit Avenue, will remain; both existing residences will have their private accesses preserved.

As the roadway connection will be through St. Paul Park, sewer and water will also be serviced by St. Paul Park. A Joint Powers Agreement is being coordinated with City staff to provide sewer and water of 22 of the lots from St. Paul Park. The existing residence on the site will continue to utilize a private well and septic, and water and sewer will be stubbed to that property to provide a future connection for sewer and water should the property owner choose to do so in the future.

City Code requires a tree inventory for the site. The Applicant has provided a tree inventory and preservation plan for the development and is required to mitigate tree removal. They will provide mitigation via landscape plantings with the remainder being cash in lieu of. Lennar is proposing to meet City Code with all required lot trees.

The developer held a Neighborhood Meeting on April 10, 2026. There were questions and comments pertaining to the construction of the development, which included the removal of a stand of trees, which exists between the pipeline easement and those residences of the Feld Addition. There is no plan to remove these trees, and that area will be deeded to those residences. An additional question which was presented included truck hauling routes for construction activities, and a St. Paul Park attendee of this meeting asked whether the truck hauling route would utilize St. Paul Park roads, like the 1st Addition; since this is a Cottage Grove project, we provided that the truck hauling route will utilize 85th Street to Grange Boulevard to Highway 61. There will be significantly less truck traffic than the 1st Addition located in St. Paul Park.

On the screen are examples of a few home products that they're proposing to offer to this community, similar to products found in Graymont Village, which is currently under construction, as well as **Tuchhock** Glen, which was preliminarily approved in March.

Planner Erickson said with that, I leave the recommendations before you. There is a representative from the Applicant here, as well as staff, to answer questions.

Mayor Bailey asked Council Members if there were any questions for staff, and none were asked. Mayor Bailey asked the Applicant if they'd like to come up and just state their name and address for the record.

Good Evening, Mr. Mayor, Members of the Council, and hardworking staff, my name is Steve Grohusky, I'm a Project Manager with Lennar; my home address is 5542 Bimini Drive, Minnetonka, Minnesota. I'm just here to put a face on the application and let the Council know that we look forward to doing another successful development in the City of Cottage Grove. We've been here for a long time, and I hope the City's been happy with what we've been doing. And, again, we look forward to coming back in the future. If there are any questions, I'd be happy to answer them. I'm kind of filling in for the original entitlement manager, who started this project; he decided to move on to either greener pastures or other pastures, so I was volunteered to attend this evening and put a face to the application.

Mayor Bailey said all right, sounds good, Council, any questions for him? None were asked, and Mayor Bailey thanked Mr. Grohusky, we appreciate you coming in.

Mr. Grohusky said I hope you have a successful Strawberry Fest this weekend.

Mayor Bailey said so, I have a question, but I don't know if it's for you, Max, or if it might be for Jennifer, and the development part is fine, in my opinion anyway. The remnant parcel that's there, the house that's still going to have access to the main road there; in the future, is there a possibility where they could come in and subdivide that even further? Because I can't really tell how big that lot is, the one that's there.

Administrator Levitt replied Mayor, Members of the Council, Mr. Krenner has wished to retain his parcel, and he was very specific about the size of the parcel that he wished to retain. So, staff has worked with him to preserve as many options for that in the future. So, yes, he could subdivide; we've worked with the utilities and with road access to ensure that all opportunities are preserved to ensure opportunities exist in the future if he so desires.

Mayor Bailey said that's why I was asking is because with the road the way it would be set up, there would literally be no access with homes to the west of them, north, or east, I'm sorry, and south, there would be no access. So, that's why I just wanted to verify if that was the case, okay. All right, that was my only question.

Mayor Bailey said so, Council, unless there are any other questions, we have two motions if somebody would like to take the first one.

Motion by Council Member Thiede to Adopt Ordinance No. 1115 approving a Zoning Amendment to change the zoning of 13.14 acres of land, located at 8591 Geneva Avenue South, from R-1, Rural Residential, to R-3, Single-Family Residential; second by Council Member Olsen. Motion carried: 3-0.

Motion by Council Member Olsen to Adopt Resolution 2026-083 approving the Preliminary Plat for a residential subdivision to be called Geneva Meadows 2nd Addition, which will consist of 23 single-family homes, to be located at 8591 Geneva Avenue South; second by Council Member Thiede. Motion carried: 3-0.

Mayor Bailey said all right, thank you, and good luck. And, hopefully, we'll see you at Strawberry Fest this weekend.

Council Member Olsen said thanks for making that drive from Minnetonka to come out here.

Council Member Thiede said we've got a drone show, though, get the bus out there in Minnetonka, on Bimini Trail, and collect everybody up and come on out.

Mr. Grohusky replied all right.

Mayor Bailey thanked Max for the presentation.

## 12. COUNCIL COMMENTS AND REQUESTS

Council Member Olsen said thank you, Mayor. I have three this evening: First of all, I wanted to extend a thank you to our Parks Department for a really fun bus tour. Last week, we had the chance to spend some time on the bus with our Parks Commission and some other members of various City Commissions and also our Pineridge Garden Club. The Mayor and I were able to join, along with Council Member Thiede, and we had the opportunity to kind of do a check in, in a lot of the new park space that we have in the City of Cottage Grove, in various stages of construction. We also were able to take some time and stop at the Cedarhurst Mansion and see the progress there from construction from Bellagala. All in all, it was a really rewarding night, there was a lot of energy on the bus around all of the different projects that we have going on. It's a great way to show some of the various Commission members who don't serve on the Parks Commission but serve on other Commissions all the work that our Parks Department is doing. It was also really great that we got to see a lot of families and young people hanging out in the parks, too. So, I'm very excited for everything that we've got going on in our Parks Department and, of course, that project at Cedarhurst is coming along very nicely; and I think I can speak for the Mayor and Council Member Thiede when I say it's been a long time coming and we're pretty excited to see that come online.

The second thing I wanted to just mention briefly, Mayor, is we have a golf tournament coming up, sponsored by our Mississippi River Valley Beyond the Yellow Ribbon; it's our second annual Hometown Heroes Golf Tournament, and it will take place on July 31 at River Oaks. We had just a phenomenal tournament last year, the

weather was perfect, River Oaks did a magnificent job of hosting the tournament. We had a lot of great volunteers, and based on all of the planning meetings and things that we've had thus far, this year looks to be even better. I really wanted to mention as well a debt of gratitude to Marathon Petroleum for stepping up as our primary sponsor for the event this year, they've really come forward in a big way for us. At this point, based on my most recent information, which was a day or two ago, so things could be different, we have four hole sponsorships left for $500 per hole, and we have about ten team slots left and we'll be completely full for the tournament this year. So, this is a joint effort between our Cottage Grove Lions Club, our Mississippi River Valley Beyond the Yellow Ribbon network team, and the Cottage Grove VFW, in addition to all of the various sponsors. I'll certainly look forward to seeing everybody there who's going to be participating. I think I might even play this year, last year I did more of the behind the scenes stuff, but I think I got rooked into playing this year because somebody had to cancel. Mayor, I'm not sure if you'll be playing this year, Mayor Bailey said no, I won't be able to, but you were there last year, so hopefully you'll be able to come and see us anyway, come and visit.

And then the last thing I wanted to mention is this year's Freedom Fest for the Cottage Grove Lions Club at Kingston Park will take place on July 5 with a really exciting fireworks show. The Mayor's been great about helping with fundraising for this event through our Cottage Grove Lions Club as well. We're looking at a significant increase in funding for the 250th Anniversary of the nation and the show that we're going to put on this year. We're very excited to host everybody at Kingston Park; the fun starts at 5:00 p.m., come on down, we will have glowsticks, we have bike raffles, a military band will be there performing, in addition to all of the various vendors that we have on hand, Mik Mart with their ice cream, we also have the roasted corn vendors and cheese curds. The Cottage Grove Lions will be serving food, and we've even decided this year, because it is the 250th Anniversary of the nation, that our first 250 customers will receive a free hot dog from the Cottage Grove Lions. So, we are giving away 250 free hot dogs; that doesn't mean, Dave, you can get in line and get 10 or 12 at one time, that's not what we're doing, it's the first 250 customers. So, bring 249 of your closest friends, and we'll make sure that everybody gets a free hot dog. And, again, July 5, it's a Sunday evening, it will be at Kingston Park, and we're looking forward to a great crowd, just like we had last year. With that, Mayor, I'll turn it back to you.

Mayor Bailey said Council Member Thiede, I think there's something red going on this weekend, starting tomorrow. Council Member Thiede said I guess Justin didn't get the email or memo.

Council Member Thiede said but at any rate, so tomorrow Strawberry Fest is starting. It's finally here, festivities start at 4:00 p.m. tomorrow, and tomorrow is the Family Day. So, we've got like the kids' tractor pull, we've got some different bands and so forth, it's supposed to be beautiful weather. It was supposed to be beautiful weather Thursday, Friday, and Saturday, but Friday might have a couple little things, but if we get enough smiles out there on Friday, Mother Nature will look down and part the clouds. Council Member Olsen said maybe we can get some visitors from Minnetonka to bring the good weather in. Council Member Thiede said there you go, yeah. So, but it's going to be a great time. The parade is Saturday morning at 10:00 a.m., and it's supposed to be beautiful weather on Saturday, all day long. We've got the drone show this year again, and it's supposed to be pretty spectacular, we've kind of upped the ante on that a little bit because we got such great response from it last year. So, I'm really excited, and you can find out about all the bands, all the activities, all the events, you can go to cottagegrovestrawberryfest.com and get all that information. I believe if you're on Facebook, you can look up Cottage Grove Strawberry Fest, and we do have our page and so forth for that. So, it's going to be a great time, as usual, and we look forward to seeing everybody there.

There's a couple other things here I was going to mention, too. We have a Green Garden Award, I didn't know whether you were going to mention that; Mayor Bailey said go ahead. If you want to nominate a beautiful local garden for the Cottage Grove Green Garden Award, do that by July 3, 2026, to celebrate stunning residential curb appeal or eco-friendly sustainability. You can submit entries for multiple categories, and winners will be honored at the August 5 City Council Meeting. So, visit the Cottage Grove Parks and Recreation website or contact the department directly to find nomination forms and submit entries. So, that is the Cottage Grove Green Garden Award, and get your nominations in by July 3, 2026.

And I'll talk about Patio Week, too. *Discover Cottage Grove* is actually hosting Patio Week this year, from July 12 to July 18, and so far, we've got Muddy Cow, Junction 70, and River Oaks have already confirmed their

participation, featuring exclusive menu items and food and drink specials. For additional updates and details, be sure to watch and check the *Discover Cottage Grove* Facebook page and the website. So, I believe the website is www.discovercottagegrove.com. So, that should be really neat, too.

Mayor Bailey said just piggybacking a little bit on some of the information that's been shared here tonight, the one thing I did want to mention, and we hear a lot about this, I think people can see that if they're watching on TV, every resident, every business in Cottage Grove gets the City of Cottage Grove newsletter. In the newsletter, to your point, there is something in here about Strawberry Fest. I was also going to mention Movies with Mo, which is these coming Fridays, July 17 and August 14, at Highlands Park. And then the Fourth of July celebration, which Council Member Olsen mentioned. So, a lot of things and the websites, and you can see all the different activities and things that are happening around our community. I just encourage you to take a look at that; there are also links on there for our lovely 80th Street Rehabilitation Project, so if you want to know what's going on there, the website is also listed there. So, again refer to the City of Cottage Grove newsletter or you could go to our website, too.

The other item I wanted to mention, as you heard, this weekend is Strawberry Fest. And with Strawberry Fest, over the years, for the public who may not know, we obviously have a lot of City staff who help, whether it's Public Works workers or our Public Safety Department, everybody's out there making this such a great community event; but on top of that are numerous volunteers. Even though Council Member Thiede is on the City Council here, and he gets his huge salary for being on the Council, he also volunteers his time for Strawberry Fest. And so I would just ask from the public standpoint, when you're out, whether it's on the parade route or whether you're going to go to the festival on Thursday, Friday, or Saturday, if you see somebody out there with a badge that says Staff on the red shirt this year, please go up to them and say thank you. Because they're the ones that are putting on this amazing event, they're the ones that do all the work behind the scenes, and literally, within a week or two after this festival is finished, they're already starting to plan for the next year. So, it just goes to tell you, and again, other than the City's involvement with Public Safety and Public Works and all that, it's 100% volunteer. So, please share your appreciation with them. And then also share with them if there's something else you'd like to see, right? Council Member Thiede said absolutely. If there are other ideas or you want to get involved, obviously, you can definitely do that, too.

Council Member Thiede said we love to have people come and work with all of us and everything, too.

Mayor Bailey said absolutely.

Council Member Olsen said and it's worth mentioning, Mayor, that Council Member Thiede is a member of the St. Paul Park-Newport Lions Club, I'm a member of the Cottage Grove Lions Club; that's an entire volunteer organization on both sides, and the Lions will be there as well. We also have volunteers from the Mississippi River Valley Beyond the Yellow Ribbon who will be there. We have volunteers from our various commissions, including *Discover Cottage Grove*, the Board will be there. So, this is an all hands on deck event, I appreciate you bringing that up because it is really a community event for the community, by the community.

Mayor Bailey said absolutely, and it gets bigger every year. Council Member Thiede said it does.

Mayor Bailey said and then the last thing, I just want to make my last plug, because this will be the last meeting before the Fourth of July, or July 5, when we do the celebration of the weekend there. I just wanted to extend my appreciation to NorthPoint, 3M, Hy-Vee, Renewal by Andersen, Tennis Sanitation, Hohensteins, Van Meter, and Old National Bank; all of them are what is putting on this spectacular Fourth of July celebration to celebrate the 250th Anniversary of the nation that we're sitting in today. It is going to be a spectacular fireworks show, we do appreciate, once again, the Lions Club kind of taking the forefront; they've asked me, as I've been for the years now, to go out and see if we can get people or businesses to donate, and I do hear a lot of cities pay for theirs, but in our case, we don't. We had years ago, but we really tried to shift it a little bit to get it more community involved again, and our business community here in Cottage Grove stepped up. So, one, come out and check out the great fireworks on Sunday night, enjoy the family get together as Council Member Olsen mentioned. Lastly, if anybody is listening, and you go hey, you know what, maybe not this year but next year, I'd like to be a sponsor, whether it's Strawberry Fest or whether it's the Fourth of July celebration, reach out to one of us up here, and we'd be more than happy to include you in the future. So, that was it for my comments.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 7:39 p.m. Motion carried: 3-0.

Mayor Bailey said enjoy Strawberry Fest, everyone!

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

# City Council Action Request

# 7.B.

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| **Meeting Date** | 7/15/2026 |
| **Department** | Communications |
| **Agenda Category** | Action Item |
| **Title** | Convention and Visitors Bureau Meeting Minutes (2026-02-24) |
| **Staff Recommendation** | Approve the February 24, 2026, Convention and Visitors Bureau Meeting Minutes. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 2026-02-24 CG CVB Meeting Minutes |

**COTTAGE GROVE CONVENTION & VISITORS BUREAU** **February 24, 2026**
**12800 RAVINE PARKWAY SOUTH**
**COTTAGE GROVE, MN 55016**
**COUNCIL CHAMBER - 7:30 A.M.**

## 1. CALL TO ORDER

The Cottage Grove Convention and Visitors Bureau of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on February 24, 2026, at Cottage Grove City Hall, 12800 Ravine Parkway. Chairman Justin Olsen called the meeting to order.

## 2. PLEDGE OF ALLEGIANCE

Chair Olsen asked everyone to please stand and join in the Pledge of Allegiance.

## 3. ROLL CALL

Becca Bair, Administration Specialist, called the roll: Chairman Justin Olsen-Here; Director Tony Khambata-Here; Director Laurie Levine-Here; Director Erik Olsen-Here; Director Sarah Grecula-Absent; Director Chris Reese-Absent; Director Michael Haatvedt-Absent.

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|---|---|
| MEMBERS ABSENT: | Director Sarah Grecula<br>Director Michael Haatvedt<br>Director Chris Reese |
| STAFF PRESENT: | Jennifer Levitt, City Administrator<br>Tammy Anderson, City Clerk<br>Becca Bair, Administration Specialist<br>Nate Carlson, Economic Development Manager<br>Phil Jents, Communications Director<br>Courtney Pirsig, Communications Specialist |

## 4. ADOPTION OF AGENDA

**Motion by Director Khambata to adopt the agenda; second by Director Levine. Motion carried: 4-0.**

## 5. APPROVAL OF MINUTES

*Staff Recommendation: Approve the November 25, 2025 Convention and Visitors Bureau Meeting Minutes.*

Chairman Olsen asked if there were any corrections or comments on the minutes; there were none.

**Chairman Olsen said the November 25, 2025 Convention and Visitors Bureau Meeting Minutes will stand approved by unanimous consent.**

## 6. PRESENTATIONS

**A. Convention and Visitors Bureau Events Update**

Courtney Pirsig, Communications Specialist, said I have the pleasure of presenting the 2026 Events with you today:
Strawberry Fest: This starts on June 18 and ends on June 21 this year. We will have a booth at the Strawberry Fields Marketplace. We will be handing out some fun swag items, similar to how it's been done in years past, and of course you're all welcome to join us at the booth as well. We will have more information to come as the event gets closer.
Patio Week: We are bringing back Patio Week; this was an event we started last year, it's a weeklong celebration of outdoor dining. We encourage residents with patio space to take advantage of this event by featuring specials and deals and giveaways. We will be reaching out to businesses in the Spring to secure the lineup. And just to note, this performed really well on our website as well, it was our number two most-viewed web page.
Food Truck Festival: Our fourth annual Food Truck Festival will take place on September 19, from 11:00 a.m. to 6:00 p.m. this year. The initial Food Truck outreach went out, so we're excited to see those food trucks start to come in. The committee is working on locking in the entertainment, and then we will open the Marketplace registration soon. You're welcome to join us there as well.
Fourth of July Fireworks: This is hosted by the Cottage Grove Lions Club.
One Family Fest: This is taking place during both the Memorial and Labor Day weekends. This is a great opportunity to get outside at Kingston Park and enjoy some delicious street food and cheer on the teams playing in the tournament.
Winter Events: I know we don't want to think about winter with the warmer days coming up, but we are excited to have both the Hometown Holiday and the Holiday Train returning in December, 2026.

Courtney said with that, I'll be happy to stand for any questions.

Chairman Olsen asked the Board if they had any questions this morning, none were asked. He said I can speak with authority that the Fourth of July event for the Lions will be held on the Sunday of the Fourth, which is actually July 5, at Kingston Park. So, if you're looking for that date, that's firmed up, the fireworks vendor is lined up, everything will be really fun, just like the last couple years.

One question I did want to ask is I know that in the past we've done some partnerships with the St. Paul Saints; I believe that due to some changes in the way that they manage that, we discussed no longer carrying forward with that partnership. I'm just wondering, did they reach out to us at all this year about it? Does anybody know?

Courtney said Phil would like to speak about this.

Phil Jents, Communications Manager, said Chairman Olsen, Members of the Board, to succinctly answer that question, yes, they did reach out. We are currently reviewing kind of, for lack of a better phrase, what offerings they may have that might make sense or not for us.

Chairman Olsen replied okay, good, I like hearing that because I know that previously, when we were able to partner with them, we did so prior to Strawberry Fest, and it seemed to give us a little bit of a boost in attendance at Strawberry Fest. So, if we can make a deal, that would be pretty nice to see, but I know that there's probably negotiating to be done. So, please keep us to speed on how those things go forward.

Phil said absolutely.

**B. 2025 Q4 Lodging Tax and Revenue Collection**

Phil said thank you, Chairman Olsen, Members of the Board. I'm here this morning to discuss the 2025 Quarter 4 Lodging Tax collections. As you all know, and as I have said in the past, the 2025 Budget does use the 63% occupancy rate when calculating the Lodging Tax projections. Also, as you know, the Minnesota Department of Revenue, on behalf of the City of Cottage Grove, has begun collecting Lodging Tax for us, and they've been doing that for several months now.

Moving on, looking at the Quarter 4 2025 collections, they came in at $20,133.15, so that is for the months of October, November, and December. The ongoing Administrative Cost from the Department of Revenue to collect Lodging Tax collections on our behalf is roughly about 1% of the Lodging Tax collections, which comes out to $182.85 for those three months.

At the previous Board Meeting in November, I noted that those Lodging Tax collections from the Department of Revenue lag behind by about 40 days or so; that's not a hard and fast number, but give or take 40 days. That's just important to note as we get those Lodging Tax collections in, I think at the last Board Meeting we were not missing one month, but we just hadn't seen those collections come in yet. Of course, we have since, and they look exactly as we would expect them to look. On that note as well, I want to just state because we hadn't seen them yet in November, at the last meeting, those Lodging Tax collections came in at $6,518 for September of 2025.

Also, a question was brought up at the last meeting about kind of year-over-year comparisons, how do Quarter 4 2025 numbers compare to Quarter 4 2024, which is an excellent question. I'm happy to report that that comparison, Quarter 4 2025 compared to Quarter 4 2024, showed our Lodging Tax collections are up. So, in 2024, they were $15,865, and in 2025, $20,133.15, which is a percent change of 26.9% and a growth of $4,268.15.

So, with that, I'm happy to stand for any questions you may have.

Director Khambata said I know that this is, there's not an exact number to this, but can we take that 26% increase year-over-year and correlate it to the number of dollars spent on tourism in Cottage Grove? Or does that increase reflect other aspects? Does it correlate to like a tangible number, like is our playbook for increasing tourism working, is that what it's showing us? Or is it just telling us that hotels are charging more? I guess I'm curious to see kind of how our efforts are coming to fruition and if that increase in Lodging Tax year-over-year is representative of kind of a year-over-year growth overall in tourism, or if it's simply kind of a fee structure thing with the local hotels that are participating?

Phil replied Chairman Olsen, Director Khambata, Members of the Board, that's an excellent question, and I don't think I'm going to have a perfect answer for you off the top of my head. I will be happy to look into that and drill down into that. I think the starting point of Lodging Tax collections going up or down or stagnant, I think is an important figure to know just as a starting point. Of course, moving forward, why, right? And in a growing tourism market, it's a very fair point to ask the question is that due to actual increase in visitors or is that due to hotel room rates changing, or a new hotel opening up, or new short-term rentals coming online, which doesn't necessarily translate to new heads in beds, new visitors, new money being spent in the economy. So, moving forward, I'd be happy to try to look into that and drill down on what is driving that number. I think anecdotally, as an educated first stab at it, I'm happy with the performance of our team and our marketing; while I would like to sit here and stand here and very confidently say that yes, absolutely, because of our great work it's translating to a growth in Lodging Tax collections, I want to know with a more degree of certainty to give you a more concrete answer, but I think it's a great question.

Director Khambata said thank you.

Chairman Olsen said yeah, that is a very good question.

Director Olsen said yes, previously we had talked about capturing limited, there's limited VRBOs in town, and we've talked about making sure and trying to capture those taxes as well. I don't know the intimate details, but I do remember we talked about that with our consultant. Is that something that we looked into further, or is that still an open discussion point? I don't know.

Phil replied Chairman Olsen, Director Olsen, I think that is also a great question. That is one of, not the only, but one of the reasons why we endeavored upon the Department of Revenue collecting our Lodging Tax collections on our behalf was that it makes it easier to collect those Lodging Tax collections directly from vendors, such as Airbnb and VRBO. And if or when a short-term rental is not for some reason remitting those taxes, the Department of Revenue has a better enforcement mechanism to get those into compliance. So, again, that's not the only reason why the Department of Revenue was an attractive way to collect our Lodging Tax collections, it is something that happens much more automatically, I would say.

Director Olsen said the other comment I have is I remember we talked about trying to capture more of the business traffic, overnight stays, namely, Renewal by Andersen, Up North Plastics, etc. We all agreed that that was probably some low-hanging fruit for business travel. Have we pursued that, both with the large employers in town that have overnight guests? And then, also, the hotel or two in town in trying to form a triangle partnership, business, hotel, us, has that been pursued? If not, I would be willing to knock on a door at some of these big

businesses to see if they're even interested, but update me, or have we looked into that or tried to mature that a little bit?

Phil replied Director Olsen, Chairman Olsen, Members of the Board, yes, that is something that with our new Economic Development Manager, Nate Carlson, we've been working in partnership on things like letters of support for the Hotel RFP, which as we know and we've seen in leakage studies, we're leaking a lot of potential business to surrounding communities. Some of that business may very well be coming from or would come from our business travelers. So, I do look forward to working more closely with Economic Development Manager Carlson on things like that so we can see that hotel built.

Director Olsen said good to hear.

Phil said that's for obvious reasons, to capture some of those leaked revenues that we're seeing.

Director Olsen said great to hear. The other potential low-hanging fruit that I think could be taken advantage of more are these youth athletic tournaments, and bugging the ear of CGAA when they send out their tournament flyers, hockey, baseball, volleyball, it doesn't matter; and if a team's coming down from Duluth, what have you, most likely in the past they're staying up in Woodbury, Stillwater, elsewhere. There again might be some low-hanging fruit for our business development manager, a letter of support is a good way you said that. So, just a friendly reminder, CGAA athletics.

Phil replied I completely agree.

Chairman Olsen said excellent points, thank you. Are there any other comments?

Chairman Olsen said I will state the comment about VRBOs, etc. is very relevant, and that could potentially be that correlation that Director Khambata was talking about relative to the increase in revenue, if we are capturing a little bit more revenue from those sources, it's probably worth looking into.

We've been talking as a City for quite a long time about trying to ensure that we keep our businesses informed when we have these large tournaments that come to town. One of our foundational elements as a City is we want to be a recreation destination, and to that end, we get a lot of tournaments in town, whether it's hockey, softball, baseball, etc. The question becomes are we leveraging those tournaments to help our businesses grow, and that stemmed from the fact that we had a business owner at Carbone's reach out a number of years back, who said, hey, I haven't been able to keep up all weekend long with the business. I didn't have the staffing planned for it because I didn't know it was coming, can we maybe get a heads up in the future so that we can staff appropriately; if we know that we're going to have 16 Bantam hockey teams in town, or whatever the case might be, because all those young kids are hungry. So, I think there's some opportunity there as well. I appreciate you bringing both of those things up.

**C. CVB Website Redesign Update**

Phil said thank you, again, Chairman Olsen, Members of the Board. Well, as you all know, we have been working on a CVB website redesign for a while, going back to about August, when a previous agreement was in place with a vendor to redesign our website. At that time, going back to last summer, the Board expressed a definite interest in redesigning the website. It's a part of our, one of our key pillars of the overall CVB Strategic Plan, the Board has expressed interest, staff has expressed interest, it feels like everyone's all on the same page that it's something we should at the very least be considering, if not doing. So, at that time, we estimated that a full website redesign would cost somewhere in the range of $7,000 to $12,000. After that time, we obtained a couple quotes, got approval, and moved forward.

Since that time, it's important to update the Board on where we're at and why and what we propose moving forward.

So, at that time, an agreement was in place with the previous vendor to redesign the CVB website, and due to unforeseen circumstances and for reasons beyond the control of the City of Cottage Grove, that agreement has since been terminated. At the direction of the City and CVB Board leadership, and in consultation with staff, the question of what now, right? It's a part of our Strategic Plan, it all feels like we're all kind of more or less on the same page that it's a good idea that we should consider this, and what do we do moving forward?

As a result of those conversations, staff then pursued a Request for Proposal (RFP) from multiple Destination Marketing Organizations (DMO) website developers. So, you could throw a rock out into the world and hit any number of developers who can make a really, really great website, but can they also make a really, really great website specific to a DMO, our CVB.

With those new proposals, we're happy to report we've gotten four responsive proposals to that RFP. I'm also happy to report that all four of those proposals, not only do they make great, excellent, mobile, responsive, accessible, modern-designed websites, several of them have an extensive background working directly with DMO-specific websites, which is very interesting and I would say preferred. So, those new proposals are before you, as well as in your full packet are the four proposals from CYBERsprout, W.A. Fisher Co., Evolve Creative, and The Cultural North, for dollar amounts that are on the screen there.

When considering all of these proposals, there's a lot to consider. I mentioned earlier about making a great website, but making one that is specific and tailored to a DMO. When looking at these companies, a couple in particular really stood out in that one specific facet: W.A. Fisher Co. and Evolve Creative, all but specialize in DMO websites. They do other things, of course, I think firms are a lot of things to a lot of people, but W.A. Fisher ad Evolve, in particular, have designed any number of DMO websites out in the world, some of which you maybe have seen in your own travels.

From there, we of course reviewed their proposals, we checked references, had conversations with the DMOs for which they had designed websites, and got their feedback on what their experience was like. We of course looked at the websites themselves to see does this kind of fit the overall vibe, look, feel, functionality that we are looking for?

One of the positive outcomes of the previous work that we did with the website redesign were extensive documents of what we're looking for on our website, inspiration from other existing websites, and does that list of wants and needs line up with what these companies can provide? With that, we narrowed in on W.A. Fisher Co., their website hosting services are comparable to any of the other vendors, while at a lower price than the others. The team collectively has 60 years of experience in web and marketing development. We've again checked their references and received positive feedback and beyond just positive feedback; I believe if I could paraphrase or quote one person from *Discover the Range*, she called their web developer a "wizard," which stood out. That's, of course, just one piece of feedback, but nevertheless; and some of the tourism industry specifically that they have worked with are the *Twin Cities Gateway, Visit Detroit Lakes, Discover Shakopee*, and *Discover the Range*, just to name a few.

So, again, if I go back a slide and you look at some of these quotes, why didn't we choose CYBERsprout, they're the lowest quote? Why didn't we choose The Cultural North? While the most expensive, maybe they're the best. Looking at several factors: 1) Their portfolio of experience, does it line up with what we're looking for? W.A. Fisher and Evolve I think definitely check those boxes. 2) Do they work directly with DMO-specific website designs? W.A. Fisher and Evolve absolutely do. 3) CYBERsprout, while the lowest quote, which is sometimes where especially government bodies tend to lean in choosing those lowest quotes, they produce a solid website, but they don't have as much experience working directly with DMOs as W.A. Fisher especially does. And so that for staff tipped the scales a little bit into honing in on them as a developer.

So, with that, there's a lot more I could go into if you choose, and I'm happy to stand for questions if you have them. Otherwise, there is a Recommendation before you.

**RECOMMENDATION: By Motion, Approve moving forward with a Professional Services Agreement with W.A. Fisher Co. to redesign the *Discover Cottage Grove* website for an amount not to exceed $17,000.**

Chairman Olsen said thank you, Phil, a lot of good information there, and I appreciate the fact that the staff took the time to do such thorough research on all of the four respondents. Obviously, we want to get this right, and price may well be part of what right looks like, but I think there's an awful lot more to it, as you said. So, I feel very comfortable with the fact that you landed where you landed. What questions do we have here from our directors?

Director Khambata said I'm trying to remember the specific dollar amount that we had budgeted for with the previous vendor. I think this is a little bit higher, but I think, so it's a two-part question: A) What's the difference in

the proposed cost? B) What, if anything, have we learned from the previous vendor to make sure that we don't get put in that position again?

Phil replied Chairman Olsen, Director Khambata, Members of the Board, excellent question, I actually meant to mention that in my long preamble and didn't, but the previous agreement was for a little bit under $8,000, which fell in line with our rough estimate back in June, of $7,000 to $12,000. So, yes, this is higher than what we initially thought. So, the difference there is roughly about $9,000, and I can get you the exact numbers if you'd like, but roughly about $9,000. And to Chairman Olsen's point, when going out for the RFPs, obviously we need to be conscious of the budget and what it's going to cost. We also didn't want to negotiate against ourselves, and we wanted to leave it a little bit more open ended to really see what does the website we want and need actually cost? And if it ends up costing too much money for ourselves, then that's a decision we have to make. If it ends up costing too much money for the Board, that's of course the decision that's before you. But, nevertheless, we didn't want to negotiate against ourselves.

In terms of the last part of your question, not running into similar issues as before, I think one of the many things that stood out to us is when having conversations with these vendors, and when having conversations with the representatives from the DMOs, who had them design their websites, and then we had direct conversations. We were just at the Explore Minnesota Tourism Conference, up in Duluth, and we ended up having direct conversations with these vendors and of course with other DMO representatives from across the State. At least one time that I can think of specifically, and I'm envisioning the conversation we were having, the vendor said, "You've done all the homework that we need, and we don't usually get that. We don't usually get a robust list of wants and needs," a wireframe that our designer, Courtney Pirsig, has put together, which is just kind of like a sketch of what the website should look like. Essentially, them stating that we have put in the legwork necessary to get a good product, and that's legwork they don't normally see. So, that's Point #1.

Point #2 is previously we placed I think an appropriate, but perhaps outsized emphasis, on working local, working with somebody who is local to Cottage Grove, who's local to the Twin Cities area. And of course we want to keep our money local and support local businesses, and as great of work that those local businesses do, they don't necessarily specialize in this niche, web design and development universe, right? And, so, that's where going out and seeking proposals from those types of vendors, to ensure that we actually get the product that we want, assuming that it is money that, in fact, we do want to spend on it.

Director Khambata said thank you.

Director Levine asked so, if the Board decides to move forward with this Recommendation that you have in front of us, what's the timeframe before the new website would be live? How long does all of that take?

Phil replied Chairman Olsen, Director Levine, great question. While I don't have the full proposals immediately in front of me, all of those proposals have their estimated timeline in there. I think most of them did, in fact, come back and say, I'll look to Courtney, my colleague, to maybe see if she can correct me, but I think roughly around June, if memory serves.

Courtney said I want to say they were 12-to-15-ish weeks, which is what we sought.

Phil said but we could get that timeline, of course, specifically to you as a follow up.

Director Olsen asked how long would this Agreement be for? Is it a one-year deal, a two-year deal? I assume this $17,000 is annual.

Phil replied Chairman Olsen, Director Olsen, Members of the Board, the Agreement would be until the website is done, and then from there, there's an Annual Hosting Service. Director Olsen said got it. Phil said it's similar to what we pay right now to our current vendor, and I believe we pay $109 a month to our current vendor. If the Board chose to move forward with W.A. Fisher, it's $350 a year, which comes out to about $29+ per month. Director Olsen said understood. Phil said and every vendor is similar, they all host on WordPress, and then they all have an ongoing monthly fee for customer services, changes, web hosting, security updates, things like that.

Director Olsen said understood, and then I have a comment. I do like the Quote #2, Fisher, for a couple reasons: My main reason is testimonials. I'm a big testimonial guy. There are four towns here that are very similar in size to Cottage Grove, Shakopee, Detroit Lakes, the Iron Range. If they're happy, that's a good indication that we'll be happy, considering they're the same population base and maybe in the same boat that we're in. So, good research.

Phil said thank you.

Chairman Olsen asked if there were any other questions, and there were none.

**Motion by Director Khambata to approve moving forward with a Professional Services Agreement with W.A. Fisher Co. to redesign the *Discover Cottage Grove* website for an amount not to exceed $17,000; second by Director Olsen. Motion passed: 4-0.**

Chairman Olsen said thank you, that's very exciting news. I appreciate all the hard work on that, you guys.

**D. 2025 Annual Report**

Courtney said thank you, Chairman and Members of the Board. I am back to present the 2025 Annual Report to you:

Cottage Grove Visitor Guide: So, in 2025, we produced our fourth publication of the Cottage Grove Visitor Guide. We printed 7,000 copies, and distributed roughly about 7,000 copies; we had a few surplus at the end of the year, but overall we distributed almost all of them. These were on the wall at the Mall of America, we had them at the Welcome Centers and Visitor Centers, and we mailed them to homes worldwide, which is awesome.

We had six paid advertisers for an incoming revenue of $3,275.

Website and Emails: In 2025, our website attracted almost 32,000 views, which is close to what we attracted in 2024. Also similar in results were the most-viewed pages; however, the Patio Week Event that we had attracted additional viewers to our website.

We are continuing to send a monthly e-newsletter to our 4,000 subscribers. I also wanted to mention that we do occasionally send an email to our businesses, informing them of the tournaments that are coming to town, as we receive a Calendar of Events from our Parks and Rec Department. About one-to-four times a year, we'll email them and let them know of the big events that are coming.

Photography & Video: For photos and video, we began utilizing more local imagery, so we gathered these photos from Photo Contests that we host; this is a great way to feature the authentic spirit of Cottage Grove at little to no cost to us. We also partnered with TruLens Community Media to post 10 visitor-friendly videos. Video also was a huge initiative for the City in 2025, and so we plan to continue that with *Discover Cottage Grove* in 2026, as the CVB is being an emphasis for that as well.

Social Media: In 2025, on Facebook, we posted 6% more than we did in 2024. As you can see, we had a higher engagement rate, and we reached a lot more people. On Instagram, we posted a little less, but we still reached a lot more people and increased our follower base.

Our top YouTube videos were The Madison, the Food Truck Festival, and then our Holiday video.

Then again on Facebook, we used marketing dollars to boost three ads; as you can see, we did it for Strawberry Fest, Patio Week, and the Food Truck Festival. This increased our user reach as well.

Campaigns: Our top performing campaign was the Vendor Lineup for the Food Truck Festival, and then the video we did for the One Month Away reminder for the Food Truck Festival. So, as you can see, the Food Truck Festival does a really good job at marketing, bringing in people, bringing in the eyes, and all of that.

Comprehensive Brand Style Guide: As we mentioned in our last CVB meeting, *Discover Cottage Grove* formalized its first Comprehensive Brand Style Guide, so we didn't change much. We kind of just put it on a paper, essentially, we solidified the color palette, the logo, and the fonts, kind of our look and feel for our kickoff to the website rebrand.

Community Engagement: Our staff continues to engage with residents and visitors, both online and at community events. Our main event is the Food Truck Festival, where we see anywhere from 14,000 to 16,000 attendees.

2026 Goals: So, looking ahead to 2026, we want to continue to leverage our Strategic Roadmap. So, a few initiatives we plan to implement are: Rebuilding the website experience, to be more inspirational and a user-friendly hub for trip planning; Hosting an Annual Tourism Summit that encourages businesses to network and skill

build; Partner with High Follower Influencers to tell our story through their lens; Develop new attractions that put Cottage Grove on the map, and many more, and I'd love to talk about those with you later if you have questions. Courtney said so, with that, I'd be happy to stand for any questions.

Chairman Olsen said excellent information and it's really fun to see the growth, especially with the Food Truck Festival, that was unbelievable. He asked if anyone had any questions at all for Courtney on the Annual Report?

Director Khambata said I have a comment. Overall, I'm really happy with the style guide and kind of building some uniformity around that. I'm really happy with the overall numbers, as far as like digital media traffic. Again, I know we don't meet every month, so sometimes it's hard to remember like what benchmarks or objectives did we put in place three or six months ago; but as I'm looking back on it, it's like the first couple years that we did CVB, I felt like there was really a steep learning curve, and it's nice to see that things are kind of progressing in accordance with the plan and the advice that we were given and the industry experts that we brought in and consulted with. So, it's looking like it's paying off. As somebody who's been part of this for a little while, it's nice to see the progress that's being made.

Courtney said thank you, Director.

Chairman Olsen said thank you for that. It was a lot of really, really fun stuff moving forward.

**E. Mall of America Travel Wall Program**

Phil said thank you, Chairman Olsen, Members of the Board, this was a late addition to the CVB packet. The Mall of America Travel Wall Program is not new to *Discover Cottage Grove*, but we think that maybe they changed some processes around an Agreement that's required in order for us to be a part of the Travel Wall Program; hence, the late addition to the packet because we learned that that Agreement was necessary.

So, the long and short of it is the Mall of America Travel Wall Program, as you would guess, is at key entrances at the Mall of America. Visitor Guides are on display, brochures are on display, it's a great opportunity for our excellent Visitor Guide to get in front of the eyes and hopefully in the hands of the 32 million plus visitors that come to the Mall of America every single year. So, it's a relatively low cost, easy to accomplish way to get our Visitor Guide into the Mall of America.

So, really with that, I'm happy to answer any questions you may have, but with approval of the Agreement and the amount of $780 to get several of our boxes of Visitor Guides over to the Mall of America, we would be happy to do so. I'm happy to stand for any questions, too.

**RECOMMENDATION: Approve the Mall of America Signage Agreement with the Mall of America for an amount of $780.**

Chairman Olsen asked if there were any questions.

Director Khambata said I'm assuming they're at all of the main entrances? Phil replied correct. Director Khambata said as I've been traveling around other parts of the State, the Visitor Center in Duluth comes to mind, they have a big visitor wall. And I always, this is more of like a logistics question, I always wondered like who's in charge of making sure that stays stocked? Do they reach out to us if they need more brochures, or do we send them a ream of brochures and forget about it and then somebody there is just keeping it stocked?

Phil replied Chairman Olsen, Director Khambata, great question. The short answer is yes, we keep track of where we're sending those Visitor Guides and when, of course, we need to send more. Also, we have great contacts with those Visitor Centers to have them let us know that we need to send more; that's something that my colleagues, Courtney Pirsig and Alexa Anderson, both manage, making sure that those guides get to where they need to be. And I should also add with the Mall of America, yes, all entrances, and also new this year, I forgot to mention, that the Guide would also be placed on the Mall of America's website. So, that's just another thing they added in for the typical fee that you would typically pay.

Director Khambata said thank you.

**Motion by Director Olsen to approve the Mall of America Signage Agreement with the Mall of America for an amount of $780; second by Director Levine. Motion carried: 4-0.**

## 7. BUSINESS ITEMS - None.

## 8. WORKSHOP - None.

## 9. COMMENTS

Director Khambata said I just want to reiterate my appreciation for everyone's hard work and how great it is to see some persistence and hard work pay off for the community.

Chairman Olsen said and I have a comment, and this is going to come out of left field for our friend, Nate, who's sitting in the back. For those of you who have not met Nate Carlson, who is our Economic Development Manager, Nate would you mind taking a minute and just introducing yourself to the team here and letting everybody know who you are and what you do here for the City of Cottage Grove? Thank you.

Nate replied certainly, Chair Olsen and Members of the Board. Good Morning, my name's Nate Carlson, I'm the Economic Development Manager for the City. I'm just about to start month three. Prior to this, I was with the City of Northfield for almost nine years. I've been in the Economic Development profession for a better part of ten years, and I specialize in business incentives, underwriting of GAP loans, identifying new areas of opportunity for financial resources for business development, and I do a bit of recruitment of business as well; specifically, here, I'm working on the recruitment of a hotel for our property owned by the EDA. I work closely with the Chamber, attending Board Meetings, as well as working on partnership with Laurie and the group there. So, I hope that gave a good flavor, Chair, of what I do. I can stand for any questions.

Chairman Olsen asked if anybody had questions at all for Nate. I know that Director Levine and Nate have gotten to know each other quite well already, which is good.

Director Levine said yeah, and I'll jump in and add to that. It's been great working alongside Nate, and I can't wait to see what happens moving forward, I'm excited.

Chairman Olsen said yeah, we're all excited to have Nate on board and look forward to a really strong partnership between obviously the CVB and, of course, Nate's work with the EDA. We have ICSC coming up, which will be another great opportunity to market the City, and Nate's already working hard on setting up appointments for us and things there. So, it should be a really good year, and Nate, I appreciate you taking just a few minutes to introduce yourself.

## 10. ADJOURNMENT

Director Khambata made a motion to adjourn; Director Levine seconded. Motion carried: 4-0. The meeting was adjourned at 8:43 a.m.

Respectfully submitted,

Phil Jents
Communications Manager

/jag

# City Council Action Request

# 7.C.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Action Item |
| **Title** | Planning Commission Meeting Minutes (2026-04-27) |
| **Staff Recommendation** | Accept and place on file the minutes from the April 27, 2026, Planning Commission Meeting. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Planning Commission Minutes 2026-04-27 |

**COTTAGE GROVE PLANNING COMMISSION** **April 27, 2026**

**12800 Ravine Parkway South**
**Cottage Grove, MN 55016**
**COUNCIL CHAMBER - 7:00 P.M.**

The Regular Meeting of the Planning Commission was held in the Council Chamber and telecast on Local Government Cable Channel 16.

## 1. CALL TO ORDER

Fisher called the April 27, 2026 Planning and Zoning Commission Meeting to order at 7:00 p.m.

## 2. ROLL CALL

Bhat called the roll: Pradeep Bhat-Here; Ken Brittain-Here; Jessica Fisher-Here; Eric Knable-Here; Brad Madison-Here; John Stechmann-Here; Terrence Woodman-Here.

Members Absent: None

Staff Present: Emily Schmitz, Community Development Director; Samantha Pierret, Senior Planner; Max Erickson, Planner; Kelly Becker, Associate Planner; Paul Sponholz, City Engineer; Alanna Sobottka, Assistant City Engineer; Justin Olsen, City Council Liaison; Dave Clausen, City Council Member.

## 3. APPROVAL OF AGENDA

***Bhat made a motion to approve the agenda. Woodman seconded. The motion was approved unanimously (7-to-0 vote).***

## 4. OPEN FORUM

Fisher opened the Open Forum and asked if anyone wished to address the Planning Commission on any non-agenda item. No one spoke. Fisher closed the Open Forum.

## 5. CHAIR'S EXPLANATION OF THE PUBLIC HEARING PROCESS

Fisher explained the purpose of the Planning Commission, which serves in an advisory capacity to the City Council, and that the City Council makes all final decisions. In addition, she explained the process of conducting a Public Hearing and requested that any person wishing to speak should go to the podium and state their full name and address for the public record. The City Council will act on agenda Items 6A and 6B at their meeting on Wednesday, May 6, and the City Council will act on agenda Items 6C and 6D at their meeting on Wednesday, May 20.

## 6. PUBLIC HEARINGS AND APPLICATIONS

**A. Kimbro Shed - Case V2026-011**
**David Lincoln has applied for two Variance requests to permit an addition to an existing detached garage within the front yard and to reduce the side yard setback to 10 feet from the north property line at 10200 Kimbro Circle. The requests require a Variance to Title 11-3-5, which requires accessory structures to be behind the principal structure and requires a 20-foot setback to side lot lines for accessory structures in the R-1, Rural Residential District.**

Becker summarized the Staff Report and recommended Approval, based on the Findings of Fact and subject to the Conditions Stipulated in the Staff Report.
Fisher asked if the Applicant would like to add anything further. Lincoln replied no, but would be happy to answer any questions.

Fisher asked if anyone on the commission had any questions for staff before we go to the Public Hearing; none were asked.

Fisher said she'd open the Public Hearing, but noted Becker had mentioned we'd received multiple letters today; one from Darren Husaby, a second from Mike Dorniden, and a third from Paul Preblich, which will be entered into the Public Record and which we have all reviewed.

With that, Fisher Opened the Public Hearing on this Variance Application. Fisher said if you would like to speak for or against this Application, you may step to the podium now. Please state your name and address for the record. We will limit comments to three minutes, just to make sure that everyone has ample time to speak.

Paul Preblich stated one of the letters is mine. I wanted to make an appearance and say what I have to say. If I run over three minutes, you can just stop me. I'm here to formally oppose the requested Variances. My wife and I have owned our property for over 20 years. We were drawn to the neighborhood because of its consistent character, which is defined by the architectural style of the homes, established setbacks, and cohesive aesthetics that has been preserved over time. The proposed construction of a 1,600 plus square-foot garage in the front yard would materially alter that character. Due to its size and location, the structure would be highly visible and inconsistent with the established development pattern, thereby diminishing the visual harmony of the neighborhood and potentially impacting surrounding property values. In addition, the requested Variance raises significant concerns regarding the impacts to adjacent natural features. The proposed location of the structure would place it within approximately ten feet of my mature Spruce treeline. Construction activity, including excavation in such close proximity, poses a substantial risk of damage to the root system and overall health of these trees, which have been an established and valuable component of the landscape for over two decades. I would also like to emphasize that the objection is not to the construction of the accessory building itself. The property owners, David and Mel, have been valued neighbors, and I do not oppose their desire to construct a garage. Rather, my objection is specifically to the proposed front yard placement and the need for multiple Variances to accommodate. When I purchased my property, I anticipated the possibility of constructing an accessory structure in the future. Accordingly, I considered the placement of existing utilities, including well and septic system, to ensure that any improvements could be completed in compliance with applicable regulations without requiring a Variance or compromising neighborhood aesthetics. Similarly, other property owners within the neighborhood, who have constructed accessory buildings in recent years have done so in a manner consistent with the established standards and overall character of the community. Furthermore, I have spoken with nearly all property owners on Kimbro Circle. With those whom I have spoken with expressed opposition to the proposed location of the structure, but not to the construction of the garage itself. For the reasons stated above, I respectfully request that the Planning and Zoning Committee vote to deny the Variance as currently proposed and encourage David to consider alternative locations or designs that are consistent with the existing character and development standards of the neighborhood. Fisher said thank you and asked Mr. Preblich to give his address for the record; he replied mine is 10176 Kimbro, I'm the north neighbor, I'm on the northern line, so David and Mel are here, and we're right there. Fisher said perfect, thank you so much, we appreciate your time. Mr. Preblich said that's all I have to say.

Fisher asked if anybody else had comments or questions about this particular item.

My name's Jake Laritz, 10100 Kimbro Circle. As somebody who's also got a property with septic issues, drainfield being in the way, slopes, I support their planning. It sounds like they're going to do everything they can to not disrupt any wildlife or wildlife nests or any trees. Sometimes you're stuck, you don't have much of an option on where you've got to put stuff. It sounds like they're doing the right thing to try to find a spot that it works. So, that's all I have. Fisher replied all right, thank you for your time.

Fisher asked does anybody else have anything they want to say, for or against the Application?

My name's David Lincoln, 10200 Kimbro Circle South. I think Paul brought up a few points, which he had written in his letters, which are, I think, very valid points in general. However, he didn't spend the time, and I spent time with the City's plan review, looking over everything to make sure there wasn't another viable way to do it; unfortunately, there's not. If this doesn't get approved, then we won't be able to put an alternative shed there. There's a reason why it was approved the first time. While we're asking for two Variances, essentially the first Variance was already approved; and I feel like given the fact that none of the circumstances have improved since then and, in fact, in some sense have gotten worse because the garage structure was built, which limits us even more, there's no real reason in my mind why it wouldn't be approved the second time. I understand that

we are going to be encroaching closer to our property line than before, but it still is our property line, and we're not moving onto his lot or anything like that. We talked with Kelly in the City and asked what is our minimum, what is our maximum, and we're having to ask for our minimum just to make sure that we're within allowable limits, but it's very likely that we're actually going to be, have a larger distance from the property line than what we're proposing at this point. Additionally, the concern with the mature trees, I think to be quite frank is nonsense. We're trying to preserve all the trees that we can. Paul has gone through and pretty much clear cut his entire property, and so us, my wife and I, trying to preserve everything that we can, I think we have two legs that we're standing on pretty firm with that one. Regardless, we're not even removing, there's actually three lines of pine trees: Two staggered ones that are planted over on Paul's side, and an additional one that's planted over on our side. That being said, we're trying to preserve even the ones that we have on our side, which that being said, we're 30 feet from his tree lines. There's no pine tree on the planet that has a root system like that. Additionally, building a garage like this is not a full foundation, which means we're not clear cutting down and digging out roots and stuff like that. We'll dig just 12 inches into the lowest part of the earth, put in our slab-on-grade foundation, and build on top of that, and nothing really gets harmed. The only reason we asked to modify some of the trees is just to make sure that they're not rubbing on the side of the garage, and the trees can continue to grow up and above it. One we might actually have to remove as the other day the top of it was actually rotten and fell down, but we're even going to try to preserve that one, if possible. So, I don't know if there's anything else I need to address, but I think I covered it, so. Fisher said sounds good, thank you very much. Mr. Lincoln said thank you, appreciate it.

Fisher asked if there were any audience members who would like to speak for or against the Application? No one else spoke. Fisher closed the Public Hearing.

Fisher said now is the time for commissioners, if you have questions, now is your chance.

Bhat said I do have a question on the question on the statement that was shown in the application, but when I look at the Site Plan, are you going to build an additional driveway for the new construction? Because the Site Plan mentions a driveway. Fisher asked Bhat are you asking Kelly or are you asking the owner? Bhat replied I think anyone can take this question, it's not particular to the owner. Becker replied I can address. Yes, the Applicant does have a driveway approach shown to garage doors facing the Right-of-Way; that would be reviewed with a Building Permit. Currently, we have a 20-foot setback to the property line for the garage as well, so a temporary approach, such as gravel or pavers, which can easily be removed, would be a viable option at this point. Should the Code change in the future, asphalt would be permitted at that location. Bhat said and when I look at the picture and the other pictures, I do also see the trees in front, so would they be, at that point, with the coming picture, be removed? Mr. Lincoln said maybe I need to clarify the question. Are you asking a question if whether or not the trees are going to have to be modified in the future for the driveway, or? Bhat replied if you are going to build a driveway, would that then entail removal of the trees? Mr. Lincoln replied, no, not at all. So, the way the property line goes, I don't know if there's, is there a way to show the actual lot line? There, perfect. So, where the lot line goes around the trees, you can kind of see how the trees have a belly; so, they start on the corner and then swing out and go back. The driveway would kind of follow that so they would be outside of that farther. So, there'd be some green space before you'd get to the trees, and then it would just widen off into the, kind of swing over into the garage door, but the trees would all be maintained. Bhat said okay, thank you.

Stechmann said this is a question for Kelly, I think. He asked, so, Kelly, in this little development, are there other properties that have more than one accessory building on it? Becker replied yes, Commissioner Stechmann, you can see the property to the north does have two accessory structures; those are behind the principal structure and they are within a permitted total square footage allowed in that District. Stechmann asked and are they viewable from the street, when you're standing kind of in the center of the cul-de-sac? Becker replied yep, I believe the property owner has supplied a photo of the view from the road. Mr. Lincoln asked should I bring that up? Okay, these are pictures from a little farther away and a little closer up. You can see that its a pole barn, and their complaint, this is actually Paul, the one that was here, and his complaint is that its an eyesore, but I would argue that even though his garage is technically compliant, its off to the side and behind, and its clearly, from the road you can see it the whole way, but there's a couple of pictures there. Fisher said we can take your word for that. I think that Kelly did touch on, too, and had some pictures in her presentation that there were other structures in the immediate area that were before the principal structure, correct? I think you could go through your pictures. So, yeah, so there are some examples of those structures closer to the road than the principal structure. Stechmann asked and in this picture on the right-hand side, the one that's furthest back, do you know the size of that accessory structure in the back there? Becker replied yep, so, we reviewed that earlier today, that the larger building in the back is about 1,600 square feet, and the smaller building in the front is about 800 square feet. Stechmann said okay, so, the larger one would be comparable to the proposed one in this proposal, about the size? Becker replied combined together, those would be comparable to the proposed size. Stechmann said right, thank you.

Madison said my question is were there any objections to the original Variance when it was requested? If there's any history of that, I don't know. Becker replied I'm unsure of that, we would have to go back and check the record.

Fisher said I think I just wanted to make a comment about a previous Variance, if there was any; I mean, it was approved, so we have to go with the fact that it was approved, right? Emily wanted to weigh in on that, maybe. Director Schmitz replied Madam Chair, Commissioners, I was just going to indicate to Kelly's point, so, it was reviewed and approved, obviously, at that time, Commissioner Madison. We would have to go back and review the meeting minutes to better understand some of the questions or concerns that might have been presented; however, none of those were outlined in the Staff Report at that time.

Fisher said okay, last call for any questions from the commission before I look for a motion; none were asked. Fisher said okay, seeing none, I'll look for a motion on the application.

***Stechmann made a motion to approve the Variances to locate an accessory structure addition in the front yard, with a reduced side yard setback of 10 feet at 10200 Kimbro Circle, based on the findings of fact and subject to the conditions stipulated in the staff report. Woodman seconded. The motion was approved unanimously (7-to-0 vote).***

**B. Hohenstein Low Potency Hemp Edible Warehouse/Wholesale - Case CUP2026-014**
**Karl Hohenstein, on behalf of Hohenstein Real Estate LLC, has applied for a Conditional Use Permit (CUP) for a low potency hemp edible warehouse and wholesale operation at 8301 95th Street South.**

Pierret summarized the staff report and recommended approval based on the findings stipulated in the Staff Report. The Applicant is also here to answer any questions you might have.

Fisher asked if the Applicant wished to add anything to the presentation, and Fisher said I'm getting a no, thank you.

Fisher opened the Public Hearing. No one spoke. Fisher closed the Public Hearing.

Fisher asked if any commissioners had questions for staff or the Applicant, and none were asked. Fisher said with that, I will look for a motion.

***Brittain made a motion to approve and recommend that the City Council approve the Conditional Use Permit for a Lower Potency Hemp Edible Warehouse and Wholesale Operation at 8301 95th Street South, subject to the conditions stipulated in the Staff Report. Bhat seconded. The motion was approved unanimously (7-to-0 vote).***

**C. Geneva Meadows 2nd Addition - ZA2026-010 & PP2026-010**
**US Home, LLC, DBA Lennar, has applied for a Zoning Amendment and Preliminary Plat for a subdivision to be called Geneva Meadows 2nd Addition that will be located south of 85th Street and west of the St. Paul Park and Cottage Grove boundary. The Zoning Amendment will rezone the property from R-1, Rural Residential, to R-3, Single-Family Residential. The proposed single-family community will consist of 23 lots with lot widths of 65 feet.**

Erickson summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Fisher asked if the Applicant was here, Erickson replied he was. Fisher asked if he wished to add anything.

Steve Trosky, with Lennar, 16355 36th Avenue North, Plymouth, Minnesota. Thank you, Mr. Erickson, he did a great job on this. I always say this when we're here, but happy to be back in Cottage Grove, 22 new home sites, we're excited about the area. We think it's a great product for the community, we're hearing a lot of good feedback about the area. So, with that, I'm happy to answer any questions you may have about Geneva Meadows 2nd. Fisher replied awesome, thank you very much.

Fisher opened the Public Hearing.

My name is Karen Hamer, and I live at 6123 85th Street, which is the property that they're going to sell or deed it to us. Will they add taxes to that property, up to the lot? Because our property is already, I mean, I'm on disability, and I'm having a hard time paying property tax as it is. So, how much more taxes would it add to the property is what I'm wondering because I'm not sure. I mean, it's kind of useless land because you can't really do anything with it, but it adds onto my property, of course. Fisher said okay, do you have other comments, too? Typically, we kind of take all the questions and then we come back to all of them. Ms.

Hamer said no, that's about it, that's all I wanted to know. Fisher said okay, perfect. Ms. Hamer said and I'd like to keep the woods, you know, that's behind there. I like to feed the deer and they do come in my yard, they come back there. There's two that come to my yard every night, and if I don't have the food out there, they look at me, like hey, where's the food, lady? Fisher said thank you for your comments. I've got your question, and we'll address it after everyone has a chance to speak. Thank you.

My name is Amanda Perren, I am at 6177 85th Street South, I'm not sure if this is the right place to say this, but have you guys considered the speeding on that road? I like development, fine, we're not going to change that. It is already a racetrack on that road. If anybody has driven down, it is a straight shot, there are no stop signs. With 66 homes going in St. Paul Park, and now these 23 here, we are right on the end, next to the refinery building. We have even offered our driveway to the police; we've spoken to St. Paul Park, we've spoken to Cottage Grove, multiple phone calls. So, if you guys could just keep that in mind when you're doing your planning, start to do something because it is a, it's a safety hazard, 65 miles an hour with those motorcycles, everything. So, thank you. Fisher replied thank you for your comments.

Fisher asked is there anybody else in the audience wishing to speak for or against the application? No one else spoke. Fisher closed the Public Hearing.

Fisher asked if Erickson would like to come back up to the podium and address the questions regarding the taxes and the speeding on the road.

Erickson said yes, Madam Chair, I'd like to defer to Emily. I'm unsure about the tax, I'm not sure how that's determined, if that's the County level, or? Director Schmitz replied Madam Chair, Commissioners, so the value will be determined by the County for that area. What I will say, however, is it is encumbered by an easement, and I do understand that the County will take that into consideration as they determine the value of that particular area as it pertains to the tax overall for the lot. I would be cautious to say but likely it would be minimal given the encumbrance of that easement. However, I will say again it is up to the County Assessor to determine that value. Fisher said okay, thank you.

Erickson said Madam Chair, Members of the Commission, in terms of the speeding, staff have reached out to the Police Department. A police sergeant has gotten back to us with some information that they had forwarded, so all of our traffic cars are aware that there is additional speeding. That stretch has been added to their speed data collector list, so they're going to try to track more of that and see what's going on over there. They know they have a few speed signs, but we're only limited to a few that are being used all over; so, intermittently, they're going to be used on there as well. They've indicated that they've also forwarded this to the St. Paul Park Police Department, which also patrols that, as it's right on the boundary as well. Fisher replied okay, thank you very much.

Fisher said with that, do any of the commissioners have any questions for staff?

Bhat said so, this is regarding the access to the construction. I don't see that the neighboring Geneva Meadows 1st Addition is not built yet, it looks like an empty place right now. So, would those Lincoln Avenue and Summit Avenue, are they going to be built first so that these lots can be built at the same time? Erickson replied yeah, Commissioner Bhat, so one of the requirements is we're not going to allow the use of the Geneva Avenue stretch as part of construction parking. So, they will be using the Geneva 1st roads to get access to this new area, and I believe that is under construction as we speak. I can forward it to the developer to see what stages they're at with the 1st as well. Bhat said okay, thank you. I mean, in the pictures, I couldn't make out whether it's under construction or not. Thank you.

Fisher asked if there were any other questions from the commissioners; none were made.

Fisher said I have a couple comments. This is my neck of the woods, too, I live on 85th Street as well, and the speeding is definitely an issue. Actually, before I was on the Planning Commission, I came to a City Council meeting and stood up there and was terrified, but it is, it's a humungous problem, and so, I appreciate that some conversations have already been started. But that's something that I'm pretty passionate about, too, for 85th Street, so thank you for coming and using our Public Hearing to bring that to our attention, too. And then I do know, since it is my neck of the woods, they're in the process of constructing those roads through Geneva 1st, so it's in process just from what I see. Fisher said with that, are there any other questions for staff or for the Applicant? None were asked. Fisher said all right, if not, I would look for a motion.

***Bhat made a motion to approve the Zoning Amendment to change the zoning of the subject property from R-1, Rural Residential, to R-3, Single-Family Residential, and approve the Preliminary Plat for a residential subdivision to be called Geneva***

***Meadows 2nd Addition, subject to stipulations in the Staff Report. Woodman seconded. The motion was approved unanimously (7-to-0 vote).***

**D. Kwik Trip - Cases PP2026-013, CUP2026-013, & SP2026-013**
**Kwik Trip Inc. has applied for a Preliminary Plat, Site Plan Review, and Conditional Use Permit (CUP) to construct a 9,176 square foot convenience store with a 4,800 square foot 10-dispenser island fueling canopy and a 1,200 square foot commercial diesel 3-lane canopy at the corner of Manning Avenue and Highway 61. The proposed project would be located on approximately 9.8 acres of the 30.25-acre parcel of land. The Applicant has also had a Preliminary Plat prepared to dedicate right-of-way for Manning Avenue to the east and 114th Street to the north.**

Pierret summarized the Staff Report and recommended approval based on the findings stipulated in the Staff Report. We received one email comment earlier today that was at your chairs this evening. With that, the Recommendation is on the screen before you, and the Applicant is here to answer any questions that you may have.

Fisher asked if the Applicant would like to speak; please state your name and address for the record at the podium. Thank you.

Good Evening, Madam Chair and Commissioners, Lisa Watson, 9900 Dellridge Road, Bloomington, MN, 55425. As Sam presented, this would be our second opportunity in Cottage Grove, our first one will be complete in this upcoming year, but appreciate this opportunity. This is our second opportunity to present a full-size Gen 3 Kwik Trip Store, an opportunity to provide 25-to-40 new jobs. Obviously, a new opportunity for customers in the southern metro that has a gap in the coverage, and we look forward to being a second store as a part of your community. Fisher replied thank you very much.

Fisher opened the Public Hearing. No one spoke. Fisher closed the Public Hearing.

Fisher asked if there were any questions from commissioners for either staff or the Applicant; none were asked.

Fisher said I think this particular one here for this Kwik Trip, I mean, we've seen one before, they're always very thorough. I don't have any questions, so I think it's a great application, and I think it's nice that there's room to expand, more things could be on that corner. I will reiterate, too, what Samantha said, we did receive a letter that she talked about; we do have that, and that will be entered into the Public Record as well.

Fisher said if there is no further discussion or questions, I would look for a motion.

***Woodman made a motion to approve the Preliminary Plat, Conditional Use Permit, and Site Plan Review for the proposed Kwik Trip to be located on Highway 61 and Highway 95, subject to the conditions stipulated in the Staff Report. Knable seconded. The motion was approved unanimously (7-to-0 vote).***

## 7. APPROVAL OF MINUTES

**A. Approval of the March 23, 2026, Planning Commission Meeting Minutes.**

***Brittain made a motion to approve the March 23, 2026, Planning Commission Meeting Minutes. Stechmann seconded. Motion passed unanimously (7-to-0 vote).***

## 8. REPORTS

## A. RECAP OF APRIL 1 AND APRIL 15, 2026, CITY COUNCIL MEETINGS

Schmitz provided a recap of the actions taken at the April 1 and April 15 City Council meetings:
April 1: I just had one item to note that was on the Consent Agenda for Council to review, and that was the Comprehensive Plan Amendment for the Ravara Trails Project on the east side of Keats Avenue. As you recall, there was a small portion of that proposed development on our Land Use Map that was identified as High Density, and the Applicant was proposing a lower density across the entirety of the site. As in the past, we have typically averaged on these projects; however, the Met Council guided us to ensure that that Land Use Map completely and accurately met the proposed density on that project. So, we ensured that that project could continue to move forward, and the Council approved that Comprehensive Plan Amendment; to date, the Met

Council has also approved that Comprehensive Plan Amendment. So, that developer will continue to move forward towards a Final Plat application.
April 15: Schmitz said there were just two items to note, those Ordinance Amendments that we send your way every year as we continue to try to make sure that our Zoning Code is staying up to date was approved by the Council. Also, the River Bend Preliminary and Final Plat down there on Grey Cloud Trail, creating a new buildable lot on their parcel for a new home, was approved.

Schmitz said with that, Council Member Olsen, I will pass it your way for anything to add that perhaps I've missed.

Council Member Olsen said well, thank you very much. I don't think you missed anything, but there are a couple things that I just want to make the commission aware of. For those who maybe have been living under a rock for the last several weeks, it was announced earlier this month that our Public Safety Director and Chief of Police, Pete Koerner, has retired from his position. We wish Pete all the best in his retirement. He certainly has served the community well for a good long time, in fact, 34 years of service to the City of Cottage Grove, starting as a Community Service Officer, a C.S.O., and working his way up through the ranks of regular police officer to sergeant to captain, and then ultimately becoming our Public Safety Director and Chief of Police. Pete definitely is leaving a lasting legacy that he can be very proud of, and one of the things that is part of that legacy is his dedication to succession planning and developing his team. Pete will be replaced in the interim by former Captain and now Interim Public Safety Director Brad Petersen. We're very excited for Brad to take on that position and have no question that he will continue to help the department evolve, as it has over the last number of years, taking many of the things that former Director Woolery and then Director Koerner have put in place, and putting his own stamp on those things. So, the community can be very proud of the work that Pete has done and confident in the work that Brad Petersen will do as our new Public Safety Director.

I also wanted to mention that April is Volunteer Appreciation Month, and I think I saw most of you at the Volunteer Banquet this year at River Oaks, I hope you had a nice time. It's definitely something that we look forward to every year as it is our opportunity to say thank you to all of the people who serve on our various volunteer commissions and in volunteer capacities across our City on a day in and day out basis. I want to express congratulations once again to our Volunteer of the Year, Dan Harrison, who serves as the President of the Cottage Grove Athletic Association. Dan's been a friend of mine for a really long time, and is married to a wonderful lady, who I went to high school with; he and his family have done an awful lot for the City of Cottage Grove over the years that they've lived here. Dan was an excellent choice as Volunteer of the Year this year. We were also grateful to honor the group from Basic Needs as the Volunteer Group of the Year this year. Basic Needs, of course, serves the community in a variety of different ways with their thrift store, and they also have their free market for people who are challenged with food insecurity on a regular basis, amongst many, many other things that they do to serve the residents of Cottage Grove and South Washington County. So, congratulations to them and once again, thank you to all of the dedicated volunteers, including yourselves, who serve the City so well. We very much appreciate that.

And, of course, I am always available for questions from the commission if there's anything that you wanted to ask or are curious about. We do have a little bit of business to do before we adjourn the meeting today, but before we get to that, I'm going to obviously open the floor up to you if there's anything else you'd like to discuss.

Fisher said thank you very much. Does anyone have any questions for Council Member Olsen tonight? None were asked. Fisher said thank you very much. Council Member Olsen said perfect, well then let's get to the business at hand.

Council Member Olsen said I would like to join Commissioner Knable to join me in front, and why don't the rest of you come down as well. Since we are lucky to have another Council Member in the audience this evening, Council Member Clausen, I'm going to ask him to join us as well.

Council Member Olsen said for those of you who are not aware, Commissioner Knable, Eric, is leaving the commission. As sometimes happens with our volunteer commissioners, life gets in the way, and sometimes we find that we have to reorganize our priorities and take care of some things that might otherwise not have been in place when we first joined the commission. Eric has served our commission proudly since 2019, so we are extremely lucky that we had him for that stretch of time, and definitely would like to keep him around. And who knows? Maybe he'll come back another day when he has some more time on his hands, but being that today is his last meeting, I wanted to just recognize his service and read a little something from the plaque here that he will walk out with this evening. It says: *"This is presented to Eric Knable in appreciation of your dedicated service to the City of Cottage Grove Planning Commission. Your service began in 2019."* We'll just say we're going to put it on pause in 2026, we won't say it ends, right? Because we just never know. Obviously, this is just a small token of our appreciation

for the work that you have done over that time, and we'd love to hear a few words from you about maybe what the future holds and your thoughts about your time on the commission.
Commissioner Knable said I just want to say a big thank you to everybody. Staff, you guys have been fantastic in my time up here, always professional, those reports you give us are accurate and amazing. So, thank you very much for that. I think some of my core memories will come back from like COVID when we started talking about that apartment complex, and we were here on our computers until whatever midnight, 12:30 in the morning, that will happen, and just all the growth that we've had as a City, over at least my seven years, and I've been here since 1992, when I first moved in. So, it's just amazing, the growth of the community, and I was proud to be a part of it.

Council Member Olsen said well, this is for you, and handed him his plaque, and we're going to get a picture here in a minute, but thank you again for all of your hard work and effort as a Planning Commissioner. Everyone applauded. Council Member Olsen said I know it's not easy all the time, especially when those big, thick packets show up and you have to work your way through those, and you have to make sure that you're reading all the various nuances of each development. And you're right, our staff does a terrific job, but you've been a great asset to our community and to the commission, and again, we want to thank you. Let's get a great picture here. Director Schmitz took a photo of everybody. Council Member Olsen said all right, thank you very much. We'll let you return to your seat for one final piece of business. Thank you, Chair.

Fisher said all right, thank you, Council Member Olsen. We'll miss you, Eric.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES - None.

C. PLANNING COMMISSION REQUESTS - None.

9. ADJOURNMENT

***Knable made a motion to adjourn the meeting. Madison seconded. Motion passed unanimously (7-to-0 vote). The meeting was adjourned at 8:10 p.m.***

# City Council Action Request

# 7.D.

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|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Parks and Recreation |
| **Agenda Category** | Action Item |
| **Title** | Parks, Recreation and Natural Resources Commission Appointment (Rediske - Youth Seat) |
| **Staff Recommendation** | Appoint Aaron Rediske 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:** July 6, 2026

**Subject:** Appointment to Parks, Recreation and Natural Resources Commission

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Councilman Thiede and Commission Chair Larson are recommending Aaron Rediske be appointed to the Parks, Recreation and Natural Resources Commission effective July 15, 2026. This appointment would fill a current youth seat vacancy.

Aaron is a lifelong resident and a senior at Park High School. Throughout his youth, he enjoyed using the parks to play organized sports like soccer, lacrosse, and hockey. As stated in his application, Aaron hopes his time on the Commission will allow him to advocate for better youth park activities while improving the trail and sidewalk system to ensure clean, well-maintained, and safe recreational travel.

**Recommendation**
Appoint Aaron Rediske to the Parks, Recreation and Natural Resources Commission.

# City Council Action Request

# 7.E.

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|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Action Item |
| **Title** | Rental License Approvals |
| **Staff Recommendation** | Approve the issuance of rental licenses to the properties listed in the attached table. |
| **Budget Implication** | N/A |

**Attachments**

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

Cottage Grove
Where Pride and Prosperity Meet

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

**FROM:** Samantha Drewry, Code Enforcement Officer

**DATE:** July 7, 2026

**RE:** Rental License Approvals

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## 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.

| RENTAL LICENSE NUMBER | PROPERTY STREET # | PROPERTY STREET NAME | PROPERTY OWNER |
|---|---|---|---|
| RENT-001918 | 7692 | 79th St S | Mathew Hertel |
| RENT-001939 | 6851 | Meadow Grass Ln S | Remi Iselewa |
| RENT-003133 | 8943 | Ironwood Ave S | Parable Properties LLC |
| RENT-003134 | 8919 | Ironwood Ave S | Parable Properties LLC |
| RENT-003186 | 7376 | Timber Crest Dr S | Emeldah Mwansa |
| RENT-003217 | 6580 | Joliet Ave S | Jennifer Swain |
| RENT-003242 | 10245 | Goodview Ci S | Ling Liu |
| RENT-003243 | 8255 | Grange Blvd S | Peace Healthcare Systems |
| RENT-003253 | 10755 | Henslowe Ave S | Twin-Cities Medical Consulting |

# City Council Action Request

# 7.F.

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|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Tobacco License - Smoke Leaf (7155 Jorgensen Lane South #120) |
| **Staff Recommendation** | Approve the Tobacco License application for Sherif Amr Elbarawi, Smoke Leaf, located at 7155 Jorgensen Lane S, Suite 120, Cottage Grove, Minnesota. |
| **Budget Implication** | N/A |

**Attachments**

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|---|---|
| 1. | Memo - Tobacco License (Smoke Leaf) |
| 2. | Public Safety Memo - Smoke Leaf Bakground |

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|---|---|
| **To:** | Honorable Mayor and City Council Members<br>Jennifer Levitt, City Administrator |
| **From:** | Tamara Anderson, City Clerk |
| **Date:** | July 6, 2026 |
| **Subject:** | Tobacco License – CG 5G LLC (DBA: Smoke Leaf) |

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**Background**

All establishments selling tobacco in the City of Cottage Grove must be licensed pursuant to Minnesota State Law and City Code Section 3-5.

Sherif Amr Elbarawi has submitted a tobacco license application for the business located at 7155 Jorgensen Lane S, Suite 120, Cottage Grove, MN 55016. Under this ownership, the store will operate as CG 5G LLC (DBA: Smoke Leaf).

The application is complete and complies with all city ordinances. The Department of Public Safety conducted the required background investigation and found no disqualifying factors.

**Recommendation**
Approve the Tobacco License applications for Sherif Amr Elbarawi, Smoke Leaf, located at 7155 Jorgensen Lane S, Suite 120, Cottage Grove, Minnesota.

**To:** City Administrator Jennifer Levitt

**From:** Acting Director of Public Safety Brad Petersen

**Date:** June 22, 2026

**Subject:** Tobacco License Application

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APPLICANT

Sherif Amr Elbarawi
5228 Silver Maple Circle
Hopkins, MN 55343

PLACE OF APPLICATION

Smoke Leaf (CG 5G LLC)
7155 Jorgensen Lane South
Suite #120
Cottage Grove, MN 55016

BACKGROUND

On June 15th, 2026, Sherif made an application with the City of Cottage Grove, to obtain a tobacco license at the business, Smoke Leaf, at the address of 7155 Jorgensen Lane S, Cottage Grove, MN 55016. Sherif lists being the owner. The application was submitted containing a photocopy of a Minnesota driver's license, Certificate of Compliance, Certificate of Liability Insurance, and an Application for Minnesota Revenue to Make Retail Sales of Cigarette and Other Tobacco Products.

CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, and MGA. All searches came back clear.

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

CERTIFICATION

Sherif provided a Certificate of Liability Insurance dated October 15th, 2025. He advised that his Insurance Company for Workers' Compensation is Acord Insurance, effective September 27th, 2025 – September 27th, 2026.

Sherif also submitted an Asset Purchase Agreement dated May 1st, 2026 between Cottage Grove 4G LLC, a Minnesota limited liability company ("Seller") and CG 5G LLC (Smoke Leaf).This document was signed by both parties and notarized.

CONCLUSION

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

I do not see any indications that Sherif is also applying for CBD/THC product sales.

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

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

Brad Petersen
Acting Director of Public Safety

# City Council Action Request

# 7.G.

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|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Election Judge Appointment - Primary Election (August 11, 2026) |
| **Staff Recommendation** | Approve Resolution 2026-102 and the appointment of the election judges listed in Exhibit A for the Primary Election on August 11, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | Memo - Appointing Election Officials Primary Election 1 |
| 2. | Resolution- 2026-102 Appointing Election Judges Primary Election |
| 3. | August Primary Election Judge Appointment (Exhibit A) |

| | |
|---|---|
| **To:** | Honorable Mayor and City Council<br>Jennifer Levitt, City Administrator |
| **From:** | Tamara Anderson, City Clerk |
| **Date:** | 7/6/2026 |
| **Subject:** | Election Judge Appointment – Primary Election August 11, 2026 |

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**Background:**

The City Clerk is required under the Joint Powers Election Agreement with Washington County to appoint election judges no later than 25 days prior to an election. Washington County has completed the recruitment and training process for the election judges listed in attachment A. These election judges will serve as the election clerks for the Primary Election on August 11, 2026, and be responsible for tabulating ballots and reporting the results to the county in accordance with Minnesota State election law.

**Staff Recommendation:**

Approve Resolution 2026-102 and the appointment of the election judges listed in Exhibit A for the Primary Election on August 11, 2026, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-102

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE AUGUST 11, 2026, PRIMARY ELECTION**

BE IT RESOLVED by the City of Cottage Grove, State of Minnesota, as follows:

WHEREAS, The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the Primary Election on August 11, 2026 to act as such at the polling places listed on said exhibit.

WHEREAS, The election judges shall act as clerks of election, count the ballots cast, and submit the results to the county for canvass in the manner provided by Minnesota State Election Law.

WHEREAS, The city clerk is hereby authorized to appoint additional election judges, as needed, to fill vacancies that may occur on or before Election Day.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the individuals listed in Exhibit A will be appointed to serve as election judges for the August 11, 2026, Primary Election and the City Clerk will be authorized to appoint additional judges to fill vacancies.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

Exhibit A

| Last Name | First Name | Position | Location |
|---|---|---|---|
| Buckett | Mary | EJ | Cottage Grove P1 |
| BURAZIN | THOMAS | EJ | Cottage Grove P1 |
| CALDWELL | FREDA | HJ | Cottage Grove P1 |
| CHESLA | CHRISTOPHER | NCJ | Cottage Grove P1 |
| DEUTSCH | GARY | EJ | Cottage Grove P1 |
| Hawkinson | Courtney | EJ | Cottage Grove P1 |
| JOHNSON | DOUGLAS | EJ | Cottage Grove P1 |
| NOVOTNY | HEATHER | EJ | Cottage Grove P1 |
| PETERSEN | JEREMY | EJ | Cottage Grove P1 |
| SCHREINER | GLENN | EJ | Cottage Grove P1 |
| SNYDER | KELLI | EJ | Cottage Grove P1 |
| STENERSON | RICKA | EJ | Cottage Grove P1 |
| WALLIN | JILLIAN | EJ | Cottage Grove P1 |
| BHAT | PRADEEP | EJ | Cottage Grove P2 |
| BORN | MITCHELL | HJ | Cottage Grove P2 |
| BUDAHN | LORI | EJ | Cottage Grove P2 |
| COOKSON | SARA E A D | CJ | Cottage Grove P2 |
| ENGMAN | LINDA | EJ | Cottage Grove P2 |
| LARSON | JULIE | EJ | Cottage Grove P2 |
| McCOY | WENDEE | EJ | Cottage Grove P2 |
| Norum | Traci | EJ | Cottage Grove P2 |
| OLMOS ARNOLD | BOBI | EJ | Cottage Grove P2 |
| PRITCHARD | JONATHAN | EJ | Cottage Grove P2 |
| SCHMIDT | EUGENE | EJ | Cottage Grove P2 |
| WALTON | MAUREEN | EJ | Cottage Grove P2 |
| BAUER | EMILY | HJ | Cottage Grove P3 |
| BURFEIND | JEANETTE | EJ | Cottage Grove P3 |
| CARSON | TIFFANY | EJ | Cottage Grove P3 |
| GRUNDHAUSER | JACOB | CJ | Cottage Grove P3 |
| Helmen | Madeline | EJ | Cottage Grove P3 |
| RIOS HEINTZ | AMANDA | EJ | Cottage Grove P3 |
| RUDEEN | LINDA | EJ | Cottage Grove P3 |
| SCHIRE | GEORGE | EJ | Cottage Grove P3 |
| Waletzko | Aria | ST | Cottage Grove P3 |
| WOOD | LYNELLE | EJ | Cottage Grove P3 |
| Bishop | Barbara | EJ | Cottage Grove P4 |
| HALIBURTON | RICHARD | EJ | Cottage Grove P4 |
| KNOP | MEGAN | EJ | Cottage Grove P4 |
| KUZJ | ANN | EJ | Cottage Grove P4 |
| MULLINS | JOHN | EJ | Cottage Grove P4 |
| PFEIFFER | SHARON | EJ | Cottage Grove P4 |
| RUDOLPH | RICHARD | EJ | Cottage Grove P4 |

| | | | |
|---|---|---|---|
| SCHLORF | ERVIN | EJ | Cottage Grove P4 |
| SCHOONOVER | GRANT | EJ | Cottage Grove P4 |
| SCHWARTZ | ALAN | EJ | Cottage Grove P4 |
| WHITE | CHARLES R | HJ | Cottage Grove P4 |
| Adams | Lisa | EJ | Cottage Grove P5 |
| CULLINNAN | BARBARA | EJ | Cottage Grove P5 |
| FOURNIER | GEOFFREY | HJ | Cottage Grove P5 |
| GRAFF | THOMAS | EJ | Cottage Grove P5 |
| KUEHN | MICHELLE | EJ | Cottage Grove P5 |
| PINSKI | TERRANCE | EJ | Cottage Grove P5 |
| RICKARD | SHERRY | CJ | Cottage Grove P5 |
| Schumacher | Lori | EJ | Cottage Grove P5 |
| WEGWERTH | JESSICA | EJ | Cottage Grove P5 |
| WESSINGER | WILLIAM | EJ | Cottage Grove P5 |
| WIRKUS | HUNTER | EJ | Cottage Grove P5 |
| ALME | MICHELLE | EJ | Cottage Grove P6 |
| BROCK | RITA | EJ | Cottage Grove P6 |
| DECKER | JOAN | HJ | Cottage Grove P6 |
| GARLEY | THOMAS | EJ | Cottage Grove P6 |
| GRANDT | ALAN | EJ | Cottage Grove P6 |
| GUNTER | GARY | EJ | Cottage Grove P6 |
| HARDER | ANTHONY | EJ | Cottage Grove P6 |
| JORDAN | JONATHAN | EJ | Cottage Grove P6 |
| Leary | Cynthia | EJ | Cottage Grove P6 |
| MATSCHINER | MELANIE | EJ | Cottage Grove P6 |
| Mead | Jenna | EJ | Cottage Grove P6 |
| PHAN | KEVIN | EJ | Cottage Grove P6 |
| Tyrrell | Vicki | EJ | Cottage Grove P6 |
| ARNOLD | MIRIAM | EJ | Cottage Grove P7 |
| DeCAMP | CHRISTY | EJ | Cottage Grove P7 |
| IHIEKWE | AUSTIN | EJ | Cottage Grove P7 |
| KOESTER | ERIC | EJ | Cottage Grove P7 |
| KUTA | AMY | EJ | Cottage Grove P7 |
| Matejka | Steven | EJ | Cottage Grove P7 |
| McNULTY | SHARON | EJ | Cottage Grove P7 |
| RIVERA | CAROL | EJ | Cottage Grove P7 |
| WALETZKO | DIANA | HJ | Cottage Grove P7 |
| WANLESS | CAROL | EJ | Cottage Grove P7 |
| ANASTOS | GEORGE | CJ | Cottage Grove P8 |
| BURBANK | MADELINE | EJ | Cottage Grove P8 |
| Jones | William | EJ | Cottage Grove P8 |
| Nelson | Robert | EJ | Cottage Grove P8 |
| PASKARADEVAN | PASKI | EJ | Cottage Grove P8 |
| PETERSEN | SHANNON | HJ | Cottage Grove P8 |

| | | | |
|---|---|---|---|
| PRATHER | DANIEL | EJ | Cottage Grove P8 |
| ROBINSON III | WILLIAM | EJ | Cottage Grove P8 |
| WILLIAMS | CAROL L | EJ | Cottage Grove P8 |

# City Council Action Request

# 7.H.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | St. Rita's - Gambling License |
| **Staff Recommendation** | Authorize issuance of a Single Occasion Gambling Permit for St. Rita's Church to conduct a raffle, bingo and/or pull tabs at 8694 80th Street South for their annual Fall Festival to be held September 11–13, 2026. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Gambling Permit Memo - St. Ritas Church - Fall Festival |

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

**To:** City Administrator Jennifer Levitt

**From:** Acting Director of Public Safety Brad Petersen

**Date:** June 23, 2026

**Subject:** **GAMBLING LICENSE APPLICATION - TEMPORARY**

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INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, the Church of St. Rita's has submitted an application for a Temporary Single Occasion gambling permit, for the conduct of a raffle, bingo and pull-tabs, to be held at the Church of St. Rita's, 8694 80th Street South, Cottage Grove, Minnesota 55016, September 11, 2026, from 5pm to 9pm, September 12, 2026, from 4pm to 9pm, and September 13, 2026, from 8am to 3pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Church of St. Rita's.

# City Council Action Request

# 7.I.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | St. Rita's - Temporary Liquor License |
| **Staff Recommendation** | Authorize issuance of a Temporary Intoxicating Liquor License to St. Rita's, located at 8694 80th Street South Cottage Grove, for their annual Fall Festival to be held September 11–13, 2026. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Public Safety Memo |

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

**To:** City Administrator Jennifer Levitt

**From:** Acting Director of Public Safety Brad Petersen

**Date:** June 23, 2026

**Subject:** LIQUOR LICENSE APPLICATION - TEMPORARY

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INTRODUCTION

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

BACKGROUND

Pursuant to City Ordinance, the Church of St. Rita's, 8694 80th Street South, Cottage Grove, MN 55016, (651) 459-4596, has submitted an application for a temporary liquor license to be held at the Church of St. Rita's September 11, 2026, from 5pm to 9pm, September 12, 2026, from 4pm to 9pm, and September 13, 2026, from 8am to 3pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

The application for the Church of St. Rita's, as submitted, is complete and in compliance with our ordinance.

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

RECOMMENDATION

Recommend that the City Council approve the temporary Liquor License application for the Church of St. Rita's.

# City Council Action Request

# 7.J.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | 2026 Data Practices Policy |
| **Staff Recommendation** | Adopt the 2026 City of Cottage Grove Data Practices Policies and Procedures. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | Memo - 2026 Data Practices Memo |
| 2. | Official Data Practices Policy (2026) |
| 3. | Official Data Practices Policy (2013) |

| | |
|---|---|
| **To:** | Honorable Mayor and City Council<br>Jennifer Levitt, City Administrator |
| **From:** | Tamara Anderson, City Clerk |
| **Date:** | 7/15/2026 |
| **Subject:** | 2026 Annual Data Practices Policy |

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**Introduction:**

The Minnesota Government Data Practices Act (MGDPA) requires local governments to maintain clear, public-facing documentation detailing how we process data information requests. Under Minn. Stat. § 13.025, Subds. 1 and 2, the City is legally required to maintain written policies concerning public access to data, as well as the rights of data subjects. Furthermore, state mandates dictate that these documents must be updated, dated, and reviewed annually no later than August 1 to ensure local policies reflect shifting state laws, updated staff designees, and fluctuating operational costs.

The updated 2026 Data Practices Policy has been comprehensively reviewed by the City Attorneys office and the State of Minnesota Data Practices Office (Department of Administration). This policy aligns with the statutory compliance standards and model policies issued by the State of Minnesota.

The core changes made to transition from our previous policy framework to the updated 2026 Data Practices Policy include:

- Responsible Authority & Access Safeguards (Section 2.0): Adds a compliance requirement ensuring that data classified as "not public" is strictly limited to internal personnel whose specific, documented work assignments require it.

- Technology & Generative AI Safeguards (Section 11.2): Establishes explicit safeguards prohibiting staff from uploading, inputting, or submitting any non-public or protected data into open-market, public AI engines or external software tools. In compliance with Minn. Stat. § 13.01, it firmly codifies that all AI prompts and machine-generated outputs used for city business are official government data subject to public retention and transparency.

- Search & Retrieval Labor Protections (Section 4.5): Formally implements a scannable fee framework explicitly clarifying that under Minn. Stat. § 13.04, subd. 3, the City is legally prohibited from charging individual data subjects any fees for labor, time, or operational costs associated with searching for, sorting, or retrieving their own personal

files. Fees for data subjects may only be assessed for the actual cost of making, certifying, or electronically transmitting copies.

- Fiscal Safeguards & High-Volume Fee Schedule (Sections 3.6, 11.3, & Exhibit 2): To balance public access with administrative efficiency, the updated policy implements a cost-effectiveness waiver that cuts administrative tracking by waiving copy fees for small public requests totaling under $5.00. Conversely, it introduces a strict pre-payment rule for any data requests estimated to exceed $25.00 to protect city resources. For high-volume copy requests exceeding 100 pages, a new cost-calculation section mandates that fees be based strictly on actual operational costs (the hourly wage of the lowest-paid employee capable of fulfilling the request plus material costs).

- Workflow Process & Staffing Updates (Exhibit 1 & Appendix A): Updates the designated department heads responsible for localized data tracking—formally adding the IT Department – IT Manager to the official list of appointed positions designated to maintain and disseminate City records. Additionally, Section 3.0's classification categories have been reorganized into a scannable table format, statutory cross-references for minors/incapacitated persons have been updated to M.S. §§ 144.291 - 144.298, and our 11 foundational administrative exhibits and statutory definitions in Appendix A have been fully audited to match modern state classifications

**Staff Recommendation:**

Adopt the 2026 City of Cottage Grove Data Practices Policies and Procedures.

# CITY OF COTTAGE GROVE

# Minnesota Government Data Practices Act Guidelines and Procedures

**Original Adoption / Revisions:** August 14, 2013 | **Amended:** July 17, 2026

**Effective Year: 2026**

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List of Exhibits


- **Exhibit 1:** List of Designees
- **Exhibit 2:** Annual Fee Schedule
- **Exhibit 3:** Information Disclosure Request
- **Exhibit 4:** Government Data Access & Nondisclosure Agreement
- **Exhibit 5:** Notice to Persons Under Age 18
- **Exhibit 6:** Consent to Release Private Data
- **Exhibit 7:** Consent to Release Copyrighted Data
- **Exhibit 8:** Data Practices Advisory
- **Exhibit 9:** Sample Tennessen Warning
- **Exhibit 10:** Sample Contract Provision
- **Exhibit 11:** Building Permit Data Practices Advisory
- **Appendix A:** Maintained Nonpublic, Private & Confidential Data

# Data Practices Procedures

## 1.0 Introduction

These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the "Act"), specifically Minnesota Statutes Sections 13.025, 13.03, subdivision 2, and 13.05, subdivision 5. It is the intent of the City of Cottage Grove ("City") to remain in compliance with the Act. These procedures shall be supplemented by the requirements of the Act as needed. If any procedure contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.

## 2.0 Responsible Authority

The **City Clerk** is the Responsible Authority and Compliance Official responsible for the collection, use, and distribution of government data and is accountable for City compliance with the Act.

The Responsible Authority has authorized certain other City employees to collect, maintain, disseminate, and otherwise assist in complying with the Act ("Designees"). These Designees are listed on attached Exhibit 1.

The Responsible Authority shall provide training to Designees and staff at such times and in such a manner as the designated Responsible Authority determines is appropriate to inform them of their obligations under the Act. Pursuant to Minn. Stat. § 13.05, subd. 5, such training and procedures shall ensure that data classified as not public are only accessible to personnel whose specific work assignments reasonably require it. Personnel training will also address the creation of government data via artificial intelligence (AI) chatbots (including prompts and responses) and communicate strict boundaries regarding employee use of these tools.

The designated Responsible Authority shall be authorized to amend or supplement the Exhibits attached to these procedures as needed to further the intent of these procedures and the City's compliance with the Act.

For the purpose of carrying out these procedures, the term Responsible Authority shall include Designees unless the context in which it is used indicates a different intent.

## 3.0 Access to Public Data

All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification. Categories of classification are as follows:

| Classification Category | Data on Individuals (M.S. § 13.02, subd. 5) | Data on Decedents (M.S. § 13.10, subd. 1) | Data Not on Individuals (M.S. § 13.02, subd. 4) |
|---|---|---|---|
| **Public** | Accessible to anyone<br>*(M.S. § 13.02, subd. 15)* | Accessible to anyone<br>*(M.S. § 13.02, subd. 15)* | Accessible to anyone<br>*(M.S. § 13.02, subd. 14)* |
| **Private / Nonpublic** | **Private**: Accessible to the data subject; Not accessible to the public<br>*(M.S. § 13.02, subd. 12)* | **Private****: Accessible to the representative of the decedent; Not accessible to the public<br>*(M.S. § 13.10, subd. 1(b))* | **Nonpublic**: Accessible to the data subject; Not accessible to the public<br>*(M.S. § 13.02, subd. 9)* |
| **Confidential / Protected** | **Confidential**: Not accessible to the data subject; Not accessible to the public<br>*(M.S. § 13.02, subd. 3)* | **Confidential****: Not accessible to the representative of the decedent; Not accessible to the public<br>*(M.S. § 13.10, subd. 1(a))* | **Protected Nonpublic**: Not accessible to the data subject; Not accessible to the public<br>*(M.S. § 13.02, subd. 13)* |

* Individual is defined at M.S. § 13.02, subd. 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

** Private and confidential data on decedents become public data 10 years after the death of the data subject and 30 years after the creation of the data.

### 3.1 People Entitled to Access

Any person has the right to inspect or view public data and/or to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request, unless a statute specifically authorizes the City to request such information. Additionally, any person has the right to obtain a copy of public data except in the case of copyrighted materials in the possession of the City for which the City does not have express written permission to reproduce (**Exhibit 7**).

- **3.1A Copyrighted Materials:** Copyrighted public documents may be shown to anyone but shall not be reproduced or photocopied without express written permission from the copyright holder (Exhibit 7).

- **3.1A1 Refusal Rights:** The Responsible Authority reserves the right to refuse to provide copies of copyrighted data in accordance with the copyright law of the United States (Title 17, United States Code) which governs the making of photocopies or other reproductions of copyrighted material.
- **3.1A2 City-Created Content:** Public documents created by the City of Cottage Grove and/or its officials and employees on behalf of the City do not qualify for copyright protection and shall be available for viewing and reproduction in accordance with the Act. In certain cases, the City may enforce a copyright or acquire a patent for a computer software program or components of a program created by the City. In such cases, the data shall be treated as trade secret information.

### 3.2 Form of Request

The request for public data may be verbal or written. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties (Exhibit 3).

### 3.3 Identification of Requesting Party

The Responsible Authority may not require the requesting party to provide identification to view public documents except as may be necessary to facilitate access to the data.

- *Examples of acceptable identification requests include:* obtaining a mailing address when the person has requested that copies be mailed, requesting identification when copies have been paid for by check, or requesting contact information in order to clarify or follow up on the request.
- The Responsible Authority must verify the identity of the requesting party as a person entitled to reproductions when reproductions of copyrighted public data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

### 3.4 Form of Copies

Where public data is maintained in a computer storage medium, the Responsible Authority shall provide copies of the public data in electronic form upon request, provided a copy can reasonably be made in that form. The Responsible Authority is not required to provide the data in an electronic format or program that is different from the format or program in which the Responsible Authority maintains the data. The Responsible Authority may charge a fee for the actual cost of providing the copy.

### 3.5 Time Limits

Requests will be received and processed only at Cottage Grove City Hall during normal business hours. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably

possible. Whenever possible, the Responsible Authority will immediately allow the person to inspect the public data; provided, that an immediate response will not interfere with the City's efficient operations.

The Responsible Authority may require that the requesting person make an appointment or return at a later time to inspect or to pick up copies of the requested data. When public data on individuals is requested by the individual data subject and an immediate response is not possible, the authorized City employee will provide the data within 10 days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

### 3.6 Fees

Anyone may inspect or view public data for any reason without charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's current fee schedule and may not include time necessary to separate public from non-public data. Fees are established annually by ordinance. A copy of the approved fee schedule is attached at **Exhibit 2**.

## 4.0 Access to Private and Confidential Data on Individuals

Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is contained in **Appendix A**.

### 4.1 People Entitled to Access

- **4.1A Public Information:** Public information about an individual may be shown or given to anyone for any reason.
- **4.1B Private Information:** Private information about an individual may be shown or given to:
    - **4.1B1** The individual, but only once every six months, unless a dispute has arisen or additional data has been collected or created.
    - **4.1B2** A person who has been given access by the express written consent of the data subject (Exhibit 6).
    - **4.1B3** People, or another responsible authority, who are authorized access by federal or state law or by court order.
    - **4.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.
- **4.1C Confidential Information:** Confidential information may not be given to the subject of the data, but may be given or shown to:
    - **4.1C1** People who are authorized access by federal or state law or by court order.

- **4.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

### 4.2 Form of Request

Any individual may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, private, or confidential.

All requests to see private or confidential information must be made in writing in order to verify identity.

The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any individual may request data verbally or in writing as long as the request is accompanied by documentation of the requesting party's identity and a detailed description of the information requested.

### 4.3 Identification of Requesting Party

The Responsible Authority must verify the identity of the requesting party as a person entitled to access when private or confidential data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

### 4.4 Time Limits

Requests will be received and processed at Cottage Grove City Hall only during normal business hours. Access to the data will be provided as soon as is reasonably possible. Data requested by the individual data subject will be provided within **10 days** of the date of the request, excluding Saturdays, Sundays, and legal holidays if an immediate response is not possible.

### 4.5 Fees

Fees for copies of private data will be charged to the individual data subject in accordance with the City's current fee schedule and **Exhibit 2**. However, in strict compliance with Minn. Stat. § 13.04, subd. 3, the City shall not charge the data subject any fee for the labor, time, or operational costs associated with searching for, retrieving, or sorting the data. Fees may only be assessed for the actual cost of making, certifying, or electronically transmitting the copies.

### 4.6 Summary Data

The term "summary data" refers to statistical records and reports derived from data on individuals but which does not identify an individual by name or reveal any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public.

The Responsible Authority will prepare summary data upon request if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority must notify the requesting party about the estimated costs and collect these costs before preparing or supplying the summary data.

This should be done within **10 days** after receiving the request. If the summary data cannot be prepared within 10 days, the Responsible Authority must notify the requester of the anticipated time schedule and the reason for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, creating a spreadsheet, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may ask an outside agency or person to prepare the summary data if:

1. The specific purpose is given in writing.
2. The agency or person agrees not to disclose private or confidential data.
3. The Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data (Exhibit 4).

**4.7 Records of Minors and Incapacitated Persons**

The following applies to private (not confidential) data about people under the age of 18 and about those persons who are incapacitated as defined in Minnesota Statutes 144.291 - 144.298.

- **4.7A Parent/Guardian Access:** In addition to the people listed above who may have access to private data, a parent may have access to private information about a minor or incapacitated person. For the purposes of these procedures, a "Parent" shall include guardians and individuals acting as parents or guardians in the absence of parents or guardians. A Parent is presumed to have this right unless the minor has requested the Responsible Authority to withhold the data and withholding the data would be in the best interest of the minor, or unless the Responsible Authority has been given evidence that there is a state law, court order, or other legally binding document that restricts the Parent's exercise of this right.
- **4.7B Notice to Minor and Incapacitated Persons:** Before requesting private data from minors or incapacitated persons, city personnel must notify them that they may request that the information not be given to their parent or guardian(s) (Exhibit 5).
- **4.7C Denial of Parent or Guardian Access:** The Responsible Authority may deny parent or guardian access to private data when the individual requests this denial and the Responsible Authority determines that withholding the data would be in the best interest of the individual. The request from the individual must be in writing, stating the reasons for the request. In determining the best interest of the individual, the Responsible Authority will consider:
    - **4.7C1** Whether the individual is of sufficient age and maturity to explain the reasons and understand the consequences;
    - **4.7C2** Whether denying access may protect the individual from physical or emotional harm;
    - **4.7C3** Whether there are reasonable grounds to support the individual's reasons; and

- **4.7C4** Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.291 to 144.298. If so, the data may be released only if failure to inform the parent or guardian would seriously jeopardize the health of the individual.

The Responsible Authority may also deny parental access without a request from the juvenile or incapacitated person under Minnesota Statutes Section 144.335, or under any other state or federal statute that allows or requires denial of parental access and that provides standards for doing so.

**5.0 Access to Private and Confidential Data on Decedents**

- **Private data on decedents** means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as private data.
- **Confidential data on decedents** means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as confidential data.

A list of the private and confidential information maintained by the City is contained in Appendix A. Information about individuals who are deceased will be treated the same as data about individuals who are living except:

- **5.0A Expiration of Not-Public Status:** Private and confidential data on decedents will become public data 10 years after the death of the data subject and 30 years after the creation of the data in accordance with Minnesota Statutes Section 13.10, subdivision 2. An individual is presumed dead if either 90 years have elapsed since the creation of the data or 90 years have elapsed since the individual's birth, whichever is earlier, except that an individual is not presumed to be dead if the Responsible Authority has information readily available to it indicating the individual is still living.
- **5.0B Representative of the Decedent:** A representative of the decedent may exercise the rights that the decedent could have exercised as a living individual. A "representative of the decedent" means a personal representative of the estate of the decedent during the period of administration, or if no personal representative has been appointed or after discharge, the surviving spouse, any child of the decedent, or, if there is no surviving spouse or children, the parents of the decedent.

**6.0 Access to Data Not on Individuals**

Information not about individuals is classified by law as public, nonpublic, and protected nonpublic. Information that is not about individuals will generally be treated the same as data about individuals.

Nonpublic and protected nonpublic information, except for security information, becomes public either 10 years after it was created by the City or 10 years after the data was received or collected by the City unless the Responsible Authority reasonably determines that if the information was made public or made available to the data subject that the harm to the public or the data subject would outweigh the benefit to the public or the data subject.

### 6.1 People Entitled to Access

- **6.1A Public Information:** Public information not about an individual may be shown to anyone. Copyright documents will not be reproduced or photocopied without express written permission from the copyright holder (Exhibit 7).
- **6.1B Nonpublic Information:** Nonpublic information not about an individual may be shown or given to:
    - **6.1B1** An authorized representative of the subject entity of the data, but only once every six months, unless a dispute has arisen or additional data has been collected.
    - **6.1B2** A person who has been given access by the express written consent of the authorized representative of the entity which is the subject of the data (Exhibit 6).
    - **6.1B3** People who are authorized access by federal or state law or by court order.
    - **6.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.
- **6.1C Protected Nonpublic Information:** Protected Nonpublic information may not be given to the authorized representative of the entity, but may be given or shown to:
    - **6.1C1** People who are authorized access by federal or state or by court order.
    - **6.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

### 6.2 Form of Request

Any person may request data verbally or in writing. Data will be released depending on whether the City has stored the data requested and whether the data is classified as public, nonpublic, protected nonpublic, or is copyrighted.

All requests to view or receive a reproduction of nonpublic or protected nonpublic information must be made in writing to verify identity. All requests to receive a reproduction of copyrighted public, nonpublic, or protected nonpublic information must be made in writing to determine if the request for copyrighted material qualifies for release under copyright law of the United States (Title 17, United States Code).

The Responsible Authority will provide a form (Exhibit 3) to document the requested party's identity, the information requested, and the City's response; however, any person may request data verbally or in writing if the request includes documentation of the requesting party's identity and a detailed description of the information requested.

### 6.3 Identification of Requesting Party

The Responsible Authority must verify the identity of the requesting party as a person entitled to access when non-public or protected nonpublic data is requested. The Responsible Authority must also verify the identity of the requesting

party as a person entitled to access when copies of copyrighted private, non-public, or protected nonpublic data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

### 6.4 Time Limits

Requests will be received and processed at City Hall only during normal business hours. The response must be immediate, if possible, or prompt and reasonable, if an immediate response is not possible.

### 6.5 Fees

Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

### 6.6 Accessibility of Records

Upon request by an individual, records must be made available within a reasonable time to persons with disabilities in a manner consistent with state and federal laws prohibiting discrimination against persons with disabilities. Reasonable modifications must be made in any policies, practices, and procedures that might otherwise deny equal access to records to individuals with disabilities.

This requirement does not apply to:

1. Technology procured or developed prior to January 1, 2013, unless substantially modified or substantially enhanced after January 1, 2013.
2. Records that cannot be reasonably modified to be accessible without an undue burden as defined in Minnesota Statutes Section 16E.015, subdivision 4 to the public entity.
3. Except as otherwise provided in Minnesota Statutes Chapter 16E.

## 7.0 Temporary Classification

If the Responsible Authority determines information not expressly classified by law should be protected, the Responsible Authority may apply to the Commissioner of Administration for permission to classify information as private, confidential, nonpublic, or protected nonpublic for its own use and for the use of other governmental entities on a temporary basis. The application and the classification of the information shall be in accordance with Minnesota Statutes Section 13.06.

## 8.0 Denial of Access

If the Responsible Authority determines that the requested data is not accessible to the requesting party, the Responsible Authority must inform the requesting party verbally at the time of the request or in

writing as soon after that as possible. The Responsible Authority must give specific legal authority, including statutory section, to withhold the data. The Responsible Authority must place a verbal denial in writing upon request. This must also include specific legal authority for the denial.

### 9.0 Collection of Data on Individuals

The collection and storage of information about individuals will be limited to that necessary for the administration and management of the programs specifically authorized by the state legislature, City Council, or federal government.

### 9.1 Tennessen Warning

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessen Warning (**Exhibit 8; Exhibit 9**).

- **9.1A Warning Requirements:** This warning must contain the following:
    - **9.1A1** The purpose and intended use of the requested data;
    - **9.1A2** Whether the individual may refuse or is legally required to supply the requested data;
    - **9.1A3** Any known consequences from supplying or refusing to supply the information; and
    - **9.1A4** The identity of other persons or entities authorized by state or federal law to receive the data.
- **9.1B When a Tennessen Warning is NOT Required:**
    - **9.1B1** An individual is requested to supply investigative data to a law enforcement officer;
    - **9.1B2** The data subject is not an individual (e.g., the data subject is a corporation or partnership);
    - **9.1B3** The data subject offers information that has not been requested by the City;
    - **9.1B4** The information requested from the individual is about someone else;
    - **9.1B5** The City receives information about the subject from someone else; or
    - **9.1B6** The information requested from the subject is classified as public data.
- **9.1C Format:** A Tennessen Warning may be on a separate form (**Exhibit 9**) or may be incorporated into the form which requests the private or confidential data.
- **9.1D Electronic Access Data and Cookies:** When an individual gains access to government information or services through the City's computer network or online systems, the City may create, collect, or maintain electronic access data or use its computer to install a cookie on an individual's computer. The City must inform individuals gaining access to the City's computer systems of the creation, collection, or maintenance of electronic access data or the City's use of cookies before requiring the individual to provide any data about the individual to the City.

As part of that notice, the City must inform the individual how the data will be used and disseminated. Notwithstanding an individual's refusal to accept a cookie on their computer, the City must allow the individual to gain access to data or information, transfer data or information, or use government services by means of the City's computer systems.

The provisions of this section do not apply to a cookie temporarily installed by the City on a person's computer during a single session on or visit to the City's website if the cookie is installed only in a computer's memory and is deleted from the memory when the website browser or application is closed.

### 9.2 Data Quality Procedures

The City is required to establish procedures to ensure that data on individuals are accurate, complete, and current. The Responsible Authority shall work with employees that collect, use, or disseminate data on individuals to implement the following procedures:

- **9.2A Right to Contest:** At the time that data is collected from the individual data subject, the individual should be advised of his or her right to review and contest the accuracy or completeness of public or private data concerning them.
- **9.2B Regular Review:** An individual data subject should be encouraged to review his/her file for accuracy, completeness, and currency.
- **9.2C Direct Collection:** Whenever possible and practical, collect data about an individual from the individual subject of the data rather than from third parties (e.g., birthdate, address, etc.). *(This directive does not prohibit employees from collecting data from third parties.)*
- **9.2D Objective Data Design:** Design forms to collect objective types of data elements whenever possible, rather than data which calls for an opinion or conclusion or other subjective entry. Forms for the collection of data on individuals should request only necessary data.
- **9.2E Form Audits:** Department heads should periodically review forms used to collect data on individuals. Data elements that are not necessary or that lend themselves to ambiguity or subjectivity should be removed and the forms redesigned.
- **9.2F Quality Checks:** Department heads should periodically conduct quality/validity checks on sample case files that contain data on individuals.

### 10.0 Challenge to Data Accuracy or Completeness

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement.

Within 30 days, the Responsible Authority must respond and either:

1. Correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, OR

2. Notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if ordered to do so by the Commissioner.

## 11.0 Data Protection

### 11.1 Accuracy and Currency of Data

- **11.1A Employee Updates:** All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, Human Resources Manager, City Clerk, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.
- **11.1B Annual Review:** Department heads should, on a yearly basis, review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.
- **11.1C Data Disposition:** All records must be disposed of according to the State of Minnesota General Records Retention Schedule.

### 11.2 Data Safeguards

- **11.2A Secure Storage:** Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
- **11.2B Physical Location:** Private and confidential data must be kept only in City offices, except when necessary for City business.
- **11.2C Need-to-Know Access Limits:** Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. These employees will be instructed to:
    - **11.2C1** Not discuss, disclose, or otherwise release private or confidential data to anyone who is not authorized to access the data including City employees or officials whose job responsibilities do not require access to the data;
    - **11.2C2** Not leave private or confidential data where non-authorized individuals might see it; and
    - **11.2C3** Shred private or confidential data before discarding.

- **11.2C4** Not input, upload, or submit any data classified as not public into artificial intelligence platforms, chatbots, or external software tools.

- **11.2D Contractor Compliance:** When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act. The City must include in a written contract the language contained in Exhibit 10 or substantially similar language.

**11.3 Actual Cost Calculations for Document Reproduction:** For all copy requests exceeding 100 pages, the City will calculate fees based strictly on the actual operational cost as mandated by Minn. Stat. § 13.03, subd. 3. This calculation will reflect the hourly wage of the lowest-paid employee capable of searching, retrieving, and reproducing the records, plus the baseline cost of the materials. In strict alignment with Minn. Stat. § 13.04, search and retrieval labor charges will never be assessed against an individual data subject requesting access to or copies of their own personal file records.

## EXHIBIT 1: LIST OF DESIGNEES

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Cottage Grove ("City") is presumed public and is accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic, or Protected Nonpublic in accordance with Federal law, State Statute, or a temporary classification.

**Responsible Authority and Compliance Official**

**City Clerk**

City of Cottage Grove

12800 Ravine Parkway South

Cottage Grove, MN 55016

Phone: (651) 458-2878

**Positions Appointed as Designees**

Public Works Records - Public Works Director

Parks and Recreation Records - Parks & Recreation Director

Public Safety Records - Public Safety Director

Community Development - Community Development Director

Finance Records - Finance Director

IT Department – IT Manager

*Other persons responsible for the maintenance and dissemination of City records are as assigned.*

## EXHIBIT 2: ANNUAL FEE SCHEDULE

*(Maintained and approved annually via City Ordinance)*

## EXHIBIT 3: INFORMATION DISCLOSURE REQUEST

Minnesota Government Data Practices Act

| | |
|---|---|
| **REQUESTOR NAME (Last, First, M):** | **DATE OF REQUEST:** |
| **STREET ADDRESS:** | **PHONE NUMBER:** |
| **CITY, STATE, ZIP CODE:** | **SIGNATURE:** |
| **DESCRIPTION OF THE INFORMATION REQUESTED:** | |
| | |
| | |
| | |
| **DEPARTMENT NAME:** | **HANDLED BY:** |
| **INFORMATION CLASSIFIED AS:**<br>☐ **PUBLIC** ☐ **NON-PUBLIC**<br>☐ **PRIVATE** ☐ **PROTECTED NON-PUBLIC**<br>☐ **CONFIDENTIAL** | **ACTION:**<br>☐ **APPROVED**<br>☐ **APPROVED IN PART (explain below)**<br>☐ **DENIED (explain below)** |
| **REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:** | |
| **PHOTOCOPYING CHARGES:**<br>☐ **NONE**<br>☐ **_____ Pages x _____= _____**<br>☐ **Special Rate: _____ (attach explanation)** | **IDENTITY VERIFIED FOR PRIVATE INFORMATION:**<br>☐ **IDENTIFICATION: DRIVER'S LICENSE, STATE I.D., etc.**<br>☐ **COMPARISON WITH SIGNATURE ON FILE**<br>☐ **PERSONAL KNOWLEDGE**<br>☐ **OTHER: _____** |
| **AUTHORIZED SIGNATURE:** | **DATE:** |

EXHIBIT 4: GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

**1. Authorization:** The City of Cottage Grove ("City") hereby authorizes _____ ("Authorized Party") access to the following government data:

**2. Purpose:** Access to this government data is limited to the objective of creating summary data for the following purpose:

**3. Cost (Check all that apply):**

- [ ] The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with City policy. The estimated total is: $_____.
- [ ] _____ is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been estimated to be $_____.

*Signature of Requestor:* _____ *Date:* _____

**4. Security:** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.

Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

*(Complete Name - Printed) | (Title - Printed)*

**5. Liability for Disclosure:** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used, and maintained in the exercise of this agreement and is classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws. The Authorized Party agrees to defend, indemnify, and hold the City, its officials, and employees harmless from any liability, claims, damages, costs, judgments, or expenses resulting from the omission or the Authorized Party's failure to fully perform in any respect all obligations under this agreement.

**6. Insurance:** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's activities under this

Agreement. The insurance will cover $1,000,000 per claimant for personal injuries and/or damages and $1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

**7. Access Period:** The Authorized Party may have access to the information described above from _____ to _____.

**8. Access Results:** A copy of all reports, summaries, compilations, articles, publications, or any document or series of documents that are created from the information provided under this agreement must be provided to the City. The Authorized Party may retain one copy of the summary data created for its own records but may not disclose it without City permission, except in defense of claims brought against it.

- **Authorized Party:** _____ *by:* _____ *Date:* _____
- **Requestor of Summary Data:** _____ *by:* _____ *Date:* _____
- **City of Cottage Grove:** _____ *by:* _____ *Date:* _____
    - *Its:* _____

**EXHIBIT 5: NOTICE TO PERSONS UNDER AGE 18**

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there are reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.
- **Notice Given To: _____ Date: _____**
- **By (Name and Title): _____**

**Request to Withhold Information**

- **I request that the following information: _____**
- **Be withheld from: _____**
- **For these reasons: _____**
- **Date: _____**
- **Print Name: _____**
- **Signature: _____**

**EXHIBIT 6: SAMPLE CONSENT TO RELEASE PRIVATE DATA**

**I,** _____, authorize the City of Cottage Grove ("City") to release the following private data about me:

**To the following person(s) or entity(ies):**

**The person(s) or entity(ies) receiving the private data may use it only for the following purpose or purposes:**

This authorization is dated _____ and expires on _____.

I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.

- **Signature:** _____
- **Signature of Parent/Guardian (if under 18):** _____

**Identity Verified By:**

- **Witness Signature:** x_____
- **Identification Method:** [ ] Driver's License [ ] State ID [ ] Passport [ ] Signature Comparison [ ] Other: _____
- **Responsible Authority/Designee Signature:** _____

## EXHIBIT 7: CONSENT TO RELEASE COPYRIGHTED DATA

**I,** _____, certify that I have the authority to authorize the City of Cottage Grove to release the following copyrighted data of which I am the copyright holder:

**To the following person or people:**

**The person or people receiving the copyrighted data may use it only for the following purpose or purposes:**

This authorization is dated _____ and expires on _____.

**The expiration cannot exceed one year from the date of the authorization.*

I, the undersigned, agree to give up and waive all claims that I might have against the City, its agents, and employees for releasing data pursuant to this request.

- **Printed Name & Title:** _____
- **Complete Address & Phone:** _____
- **Notarized Signature:** _____ **Date:** _____

Plaintext

STATE OF MINNESOTA )

) ss.

COUNTY OF _____ )

On this _____ day of _____, 20_____, before me, a Notary Public within

and for said County, personally appeared _____, known to me

to be the person described in and who executed the foregoing instrument and acknowledged

that they executed the same as their free act and deed.

_____

Notary Public

My Commission Expires On: _____

**EXHIBIT 8: SAMPLE DATA PRACTICES ADVISORY**

**(Tennessen Warning)**

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential.

- **Private data** is information that generally cannot be given to the public but can be given to the subject of the data.
- **Confidential data** is information that generally cannot be given to either the public or the subject of the data.
- **Our purpose and intended use of this information is: _____**
- **You [ ] are / [ ] are not legally required to provide this information.**
- **If you refuse to supply the information, the following may happen: _____**
- **Other persons or entities authorized by law to receive this information are: _____**

EXHIBIT 9: CITY OF COTTAGE GROVE TENNESSEN WARNING FORM

It is the City of Cottage Grove's responsibility to inform potential employees of their privacy rights. Please carefully read the Tennessen Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.

In accordance with the Minnesota Government Data Practices Act, the City of Cottage Grove is required to inform you of your rights as they relate to the private information collected from you. Private data is information that is available to you, but not to the public; the personal information we collect about you is private. **Minnesota State Statutes 13.04 and 13.43** are two sections that govern what affects you as an applicant for employment at the City of Cottage Grove. All data collected is considered private except for the following:

- Your Veteran's status
- Relevant test scores
- Your job history
- Your education and training
- Your work availability

Your name is considered to be private information; however, if you are selected to be interviewed as a finalist, your name becomes public information.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel policies, rules, and regulations of the City of Cottage Grove. Furnishing social security numbers is voluntary for applicants to the City of Cottage Grove, but refusal to supply other requested information would mean that your application for employment might not be considered.

Private data is available only to you, appropriate City employees, and others as provided by state and federal laws who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the application for employment that is not designated in this notice as private data.

The information you give about yourself is needed to identify you and to assist the City of Cottage Grove in determining your suitability for the position for which you are applying.

**I have read and understand the information given above regarding the Minnesota Data Practices Act.**

- **Applicant Signature:** _____ **Date:** _____

## EXHIBIT 10: SAMPLE CONTRACT PROVISION

**Data Practices Compliance.** Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligation under this contract. Contractor acknowledges that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes Chapter 13. Contractor is required to comply with the requirements of the Act as if it were a government entity.

Contractor acknowledges that the remedies provided in Minnesota Statutes Section 13.08 apply to Contractor with respect to such data. Contractor will notify the City of all requests for data that Contractor receives. Contractor agrees to defend and indemnify the City from any claim, liability, or damage that result from Contractor's violation of the Act or this section of the contract. Upon termination of this contract, Contractor agrees to return data to the City as requested by the City. The obligations of this section of the contract, including the obligation to defend and indemnify the City, shall survive the termination of this Contract and shall continue so long as the data exists.

## EXHIBIT 11: BUILDING PERMIT/PLANS DATA PRACTICES ADVISORY

You may be required to submit building plans with your building permit application so that the City of Cottage Grove can determine whether or not your building permit application should be approved. If you do not submit plans when they are required, your building permit will not be approved.

The Minnesota Government Data Practices Act establishes a presumption that all government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute, or a temporary classification of data that provides that certain data are not public. Minnesota Statutes Section 13.01 defines "government data" as being all data collected, created, received, maintained, or disseminated by the City.

The Government Data Practices Act allows building plans to be classified as non-public ONLY if they contain the following information:

- **Security Information** defined by Minnesota Statutes Section 13.37 as being *"government data the disclosure of which the responsible authority determines would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury."*
- AND / OR
- **Trade Secret Information** defined by Minnesota Statutes Section 13.37 as being *"government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use."*

Building plans submitted to the City are generally public information and will be presumed to be available for copying and release to the public. If you hold a copyright to the plans and do not want them copied for the public, then you will need to indicate as such below. Also, if you believe that your building plans qualify for the classification of nonpublic data you must provide documentation verifying your claim. The responsible authority for the City of Cottage Grove will determine whether or not the plans qualify for nonpublic data classification within 10 business days of the request.

Building plans and related documents submitted to the City are presumed to be public and by submitting them and signing this document you are expressly giving permission to the City to make copies for the City's use and to make available to the public upon request unless you indicate otherwise below:

- [ ] The building plans I have submitted contain **SECURITY INFORMATION** as defined by Minn. Stat. § 13.37, subd. 1(a) and are to be treated as protected nonpublic data. I understand I must provide an explanation below to support my claim that the information I am providing constitutes security information under law.
- [ ] The building plans I have submitted contain **TRADE SECRET INFORMATION** as defined by Minn. Stat. § 13.37, subd. 1(b) and are to be treated as protected nonpublic data. I understand I must

provide an explanation below to support my claim that the information I am providing constitutes trade secret information under law.

- [ ] The building plans I have submitted are **COPYRIGHTED** under and protected by the Federal Copyright Act and I do not give permission for them to be copied for release to the public. However, I understand the plans are considered public information under Minnesota law and may be viewed by the public.

**Explanation:**

- **Name of Applicant (Please Print):** _____ **Date:** _____
- **Signature of Applicant:** _____ **Property Address:** _____
- **Contact Address:** _____ **Contact Phone Number:** ____
- **Contact E-mail Address:** _____

## APPENDIX A: PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE CITY OF COTTAGE GROVE

The list of data types is divided into the following categories: General; Administration; Community Development; Personnel; and Public Safety. Categories are provided for convenience only; inclusion in any category does not indicate an exclusive location.

## GENERAL

### Business Data

- **Classification(s):** Private / Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.591
- **Description:** Data submitted to the City by a business requesting financial assistance or benefits financed by public funds are private or nonpublic data. The data becomes public when public financial assistance is provided or the business receives a benefit from the City, except that business plans, income and expense projections not related to the financial assistance provided, customer lists, income tax returns, and design, market, and feasibility studies not paid for with public funds remain private or nonpublic.

### City Attorney Records

- **Classification(s):** Confidential
- **Governing Statute:** Minn. Stat. § 13.393
- **Description:** The use, collection, storage, and dissemination of data by the city attorney are governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility. Data which is the subject of attorney-client privilege or “work product” privilege is confidential.

### Civil Investigative Data

- **Classification(s):** Confidential / Protected Nonpublic / Not Public / Public
- **Governing Statute:** Minn. Stat. § 13.39
- **Description:** Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation, with the exception of disputes where the sole issue is the City’s timeliness in responding to a data request.

### Community Dispute Resolution Center Data

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. § 13.88

- **Description:** Data relating to a case in a community dispute resolution program.

### Elected Officials Correspondence

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. § 13.601, subd. 2
- **Description:** Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or the recipient.

### Emergency Services for Homeless Persons

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.587
- **Description:** Data that identifies any individual receiving emergency services for homeless persons from the City under a grant from a state agency.

### Financial Disclosure Statements

- **Classification(s):** Public
- **Governing Statute:** Minn. Stat. § 13.601, subd. 1
- **Description:** Financial disclosure statements of elected or appointed officials which, by requirement of the City, are filed with the City, are public data on individuals.

### Identity of Employees Making Complaints

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)
- **Description:** The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by the individual's employer of any federal or state law or rule.

### Internal Competitive Response

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.591, subd. 5; 13.37

- **Description:** A bid or proposal to provide government goods or services that is prepared by the staff of a government entity in competition with bids or proposals solicited by the same government entity from the private sector or a different government entity from the private sector are classified as private or nonpublic until completion of the selection process or completion of the evaluation process at which time the data are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37.

### Internal Auditing Data

- **Classification(s):** Confidential / Private / Protected Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.392
- **Description:** Data, notes, and preliminary drafts of reports created, collected, and maintained by the internal audit offices of the City or by persons performing audits for the City and relating to an audit or investigation; data on an individual supplying information for an audit or investigation under specified circumstances.

### Personal Contact and Online Account Information

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.356; 13.04, subd. 2
- **Description:** Data on an individual collected, maintained, or received by the City for notification purposes or as part of a subscription list for the City's electronic periodic publications as requested by the individual. This data includes telephone numbers, e-mail addresses, internet user names and passwords, Internet protocol addresses, and any other similar data related to the individual's online account or access procedures. This data may only be used for the specific purpose for which the individual provided the data. This data does not include data submitted for purposes of making a public comment.

### Pleadings

- **Classification(s):** Public
- **Governing Statute:** Minn. Stat. § 13.03, subd. 12
- **Description:** Pleadings in a lawsuit by or against the City.

### Requests for Proposals (RFPs)

- **Classification(s):** Private / Nonpublic / Not Public / Public

- **Governing Statute:** Minn. Stat. §§ 13.591, subd. 3(b); 13.37
- **Description:** Data submitted by a business to the City in response to an RFP is not public data until the responses are opened. Once the responses are opened, the name of the responder is public. All other data in a response are private or nonpublic data until completion of the evaluation process. After completion of the evaluation process, all remaining data submitted by responders are public with the exception of trade secret data as classified in Minn. Stat. § 13.37.

If all responses are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a resolicitation results in completion of the evaluation process or a determination is made to abandon the purchase. If rejection occurs after the completion of the evaluation process, the data remains public. If resolicitation does not occur within one year of the proposal opening date, the remaining data become public.

### Sealed Bids

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.37
- **Description:** Sealed bids, including the number of bids received, prior to opening.

### Security Information

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.37
- **Description:** Data which if the City's Responsible Authority determines if disclosed would be likely to substantially jeopardize the security of information possessions, individuals, or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. This includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and the volunteers' home and mailing addresses, telephone numbers, e-mail or other digital addresses, Internet communication services account information or similar account information, and global positioning system (GPS) locations.

### Service Cooperative Claims Data

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. § 13.203
- **Description:** Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including any long-term disability

plan, offered through Minnesota service cooperatives to Minnesota political subdivisions and survey information collected from employees and employers participating in these plans and programs, except when the executive director of a Minnesota service cooperative determines that release of the data will not be detrimental to the plan or program, are classified as nonpublic data not on individuals.

### Social Security Numbers

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.355
- **Description:** Social security numbers of individuals, or any part of a social security number.

### State Auditor Data

- **Classification(s):** Confidential / Protected Nonpublic
- **Governing Statute:** Minn. Stat. § 6.715, subd. 5
- **Description:** Data relating to an audit conducted by the State Auditor's office and provided by the State Auditor for purpose of review and verification of the data, prior to publication of the final report of the audit.

### Trade Secret Information

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.37
- **Description:** Data, including a formula, pattern, compilation, program, device, method, technique, or process: (1) that was supplied by the affected individual or organization; (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

### Utility Disconnections

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.681, subd. 6; 216B.0976, subd. 2

- **Description:** Data on customers provided to the City by a utility regarding disconnection of gas or electric service.

## ADMINISTRATION

### Absentee Ballots

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.37; 13.607, subd. 7; 203B.12, subd. 7
- **Description:** Sealed absentee ballots before opening by an election judge are private. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

### Assessor's Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.51
- **Description:** Data contained on sales sheets from private multiple listing service organizations; income information on individuals used to determine eligibility of property for classification for class 4(d) under Minnesota Statutes Section 273.126; and specified data regarding income properties.

### Business Energy Accountability

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.681; 216C.44, subd. 5
- **Description:** Data provided by a business on an inventory form for business energy use accountability.

### Candidates for Election to City Council

- **Classification(s):** Public / Private
- **Governing Statute:** Op. Atty. Gen. No. 852, October 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. §§ 13.607, subd. 8; 204B.06, subd. 1b
- **Description:** Data created, collected, or maintained about an individual candidate for election to the City Council is public. An affidavit of candidacy must state an address of residence and

telephone number. The candidate may request that the address be classified as private data by certifying that a police report has been submitted or an order for protection has been issued in regard to the safety of the candidate or candidate's family.

### Computer Access Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.15
- **Description:** Data created, collected, or maintained about a person's access to the City's computer systems for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services.

### Deferred Assessment Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.52
- **Description:** Data collected pursuant to Minnesota Statutes Section 435.193, which indicates the amount or location of cash or other valuables kept in the homes of applicants for deferred assessment.

### Federal Contracts Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.35
- **Description:** All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City.

### Homestead Applications

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.4965, subd. 3; 273.124, subd. 13
- **Description:** Social security numbers, affidavits, or other proofs of entitlement to homestead status that are submitted by property owners or their spouses. The data may be disclosed to the Commissioner of Revenue or, under limited circumstances, the county treasurer.

### Library and Historical Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.40
- **Description:** Data that links a library patron's name with materials requested or borrowed or with a specific subject about which the patron has requested information; data in applications for borrower cards, other than the name of the borrower; data contributed to a historical records repository operated by the City, if the data was contributed under an agreement that restricts access or if access would significantly endanger the physical or organizational integrity of the data.

### Lodging Tax Data

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. § 13.495
- **Description:** Data, other than basic taxpayer identification data, collected from taxpayers under a lodging tax ordinance.

### Municipal Bonds Register Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.202, subd. 12; 475.55, subd. 6
- **Description:** Data with respect to the ownership of municipal obligations.

### Municipal Electric Utility Customer Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.685
- **Description:** Data on customers of municipal electric utilities.

### Municipal Self-insurer Claims

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.202, subd. 9(a); 471.617, subd. 5

- **Description:** Data about individual claims or total claims made by an individual under a self-insured health benefit plan of a municipality.

### Parking Space Leasing Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.37
- **Description:** The following data on an applicant for or lessee of a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, work telephone number, and location of the parking space.

### Registered Voter Lists

- **Classification(s):** Confidential / Public
- **Governing Statute:** Minn. Stat. §§ 13.607, subd. 6; 201.091
- **Description:** Information contained in the master list of registered voters.

### Security Service Data

- **Classification(s):** Nonpublic / Private / Public
- **Governing Statute:** Minn. Stat. §§ 13.861; 13.37; 13.82, subd. 2, 3, and 4
- **Description:** Data collected, created, or maintained by a security service for the purpose of providing security services to the City.

### Social Recreational Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.548
- **Description:** For people enrolling in recreational or other social programs: name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of an individual.

### Solid Waste Collector Customer Lists

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.7411, subd. 4(c); 115A.93, subd. 5
- **Description:** Customer lists provided to the City by solid waste collectors.

### Transportation Service Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.72, subd. 10
- **Description:** Personal, medical, financial, familial, or locational information, except the name, of applicants or users of transportation services for the disabled or elderly.

## COMMUNITY DEVELOPMENT

### Appraisal Data

- **Classification(s):** Confidential / Protected Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.44, subd. 3
- **Description:** Appraisals made for the purpose of selling or acquiring land through purchase or condemnation. Data made confidential or protected nonpublic may, among other ways set forth in the statute, become public at the discretion of the City, determined by majority vote of the City Council.

### Award Data

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.48
- **Description:** Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance.

### Benefit Data

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. § 13.462

- **Description:** Data on individuals, corporations, and/or partnerships collected or created when they seek information about becoming, are, or were applicants for or recipients of benefits or services provided under any housing, home ownership, rehabilitation, and community action agency, Head Start, or food assistance programs administered by the City.

### Convention Center Data

- **Classification(s):** Private / Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.55
- **Description:** Letters or documentation from any person who makes inquiry to or who is contacted by the convention facility regarding availability of the facility for staging events; identity of firms and corporations that contact the facility; the type of event that the contacting person wants to stage in the facility; suggested terms of rentals and responses of staff to such inquiries are nonpublic data. The names, addresses, and contact persons for individual exhibitors if the facility determines that privacy is necessary to protect the competitive position of the facility or its customers.

### Housing Agency Data

- **Classification(s):** Confidential / Private / Protected Nonpublic / Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.585
- **Description:** Correspondence between the agency and agency's attorney containing data collected as part of an active investigation undertaken for the purpose of the commencement or defense of potential or actual litigation; income information on individuals collected and maintained to determine property tax classification eligibility; data pertaining to negotiations with property owners regarding the purchase of property.

### Property Complaint Data

- **Classification(s):** Confidential
- **Governing Statute:** Minn. Stat. § 13.44, subd. 1
- **Description:** Data that identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.

### Redevelopment Data

- **Classification(s):** Private / Nonpublic

- **Governing Statute:** Minn. Stat. § 13.59
- **Description:** Names and addresses of individuals and businesses and the legal descriptions of property owned by individuals and businesses, when collected in surveys of individuals conducted by the City for the purposes of planning, development, and redevelopment.

## PERSONNEL

### Applicants for Appointment and Members of Advisory Boards

- **Classification(s):** Public
- **Governing Statute:** Minn. Stat. § 13.601, subd. 3
- **Description:** Data on applicants for appointment to the City Council or City commission are private except that the following are public: name, city of residence (except when the appointment has a residence requirement that requires the entire address to be public), education and training, employment history, volunteer work, awards and honors, prior government service, any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes Section 15.0597, and veteran status.

Once appointed, the following additional items become public: residential address and either a telephone number or electronic mail address where the person can be reached, first and last dates of service on the Council or commission, the existence and status of any complaints or charges against the individual, and upon completion of an investigation of a complaint or charge against an individual, the final investigative report is public, unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by the City for use by an appointee is public. An appointee may use an electronic mail address or telephone number provided by the City as the designated electronic mail address or telephone number at which he or she can be reached.

### Employee Drug and Alcohol Tests

- **Classification(s):** Confidential / Private
- **Governing Statute:** Minn. Stat. §§ 13.7905, subd. 5(c); 181.954, subd. 2 and 3
- **Description:** Results of employee drug and alcohol tests.

### Employment and Training Data

- **Classification(s):** Private

- **Governing Statute:** Minn. Stat. § 13.47
- **Description:** Data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources.

### Examination Data

- **Classification(s):** Private / Confidential
- **Governing Statute:** Minn. Stat. § 13.34
- **Description:** Completed versions of personnel and licensing examinations.

### Human Rights Data

- **Classification(s):** Confidential / Private / Protected Nonpublic / Public
- **Governing Statute:** Minn. Stat. §§ 13.552; 363A.28; 363A.35
- **Description:** Data maintained by the human rights department of the City, including: investigative data in an open case file; the name and address of the charging party or respondent, factual basis of the allegations, and statute or ordinance under which the charge is brought; investigative data in a closed case file.

### Labor Relations Information

- **Classification(s):** Private / Nonpublic
- **Governing Statute:** Minn. Stat. § 13.37
- **Description:** Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.

### Personnel and Employment Data

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. § 13.43
- **Description:** Data on individuals maintained because the individual is or was an employee of, or an applicant for employment by, performs services on a voluntary basis for, or acts as an

independent contractor with the City. Generally all data about persons who are or were an employee, applicant, volunteer, or independent contractor are private, with the specific exceptions noted below. *(This section applies to members of the City Council after election or appointment, and applicants for appointment, but not candidates for election.)*

**Public Data - Applicants**

- Veteran Status
- Relevant test scores
- Rank on eligibility list
- Job history
- Education and training
- Work availability
- Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (selected to be interviewed by the appointing authority).
- Names of applicants for appointment to and members of an advisory board or commission.

**Public Data - Employees**

- Name and Employee identification number (which may not be a social security number).
- Actual gross salary, salary range, and terms/conditions of employment relationship.
- Contract fees, actual gross pension, and value/nature of employer-paid fringe benefits.
- Basis for and the amount of added remuneration, including expense reimbursement.
- Job title, bargaining unit, and job description.
- Education and training background and previous work experience.
- Date of first and last employment.
- The existence and status (but not nature) of any complaints or charges against the employee, regardless of whether it resulted in disciplinary action.
- Final disposition of any disciplinary action, with specific reasons and documenting data, excluding data that would identify confidential sources who are employees of the City.
- Complete terms of any agreement settling any dispute arising from the employment relationship, including a “buyout” agreement as defined in Minnesota Statutes Section 123B.143, subdivision

2, paragraph (a). The agreement must include specific reasons if it involves the payment of more than $10,000 of public money.

- Work location, work telephone number, badge number, and work-related continuing education.
- Honors and awards received.
- Payroll time sheets or other comparable data used only to account for work time, except to the extent that release would reveal reasons for the use of sick leave or other non-public data.

**"Final disposition"** of a disciplinary action occurs when the City makes its final decision about the disciplinary action, regardless of later or court proceedings. Final disposition includes a resignation when it occurs after the final decision of the City or arbitrator. In arbitration proceedings under collective bargaining agreements, final disposition occurs at the conclusion of the arbitration or upon failure of the employee to elect arbitration within the provided time. A disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action.

**Special Personnel Exceptions & Provisions**

- **Photographs:** The City may display a photograph of a current or former employee to a prospective witness as part of the City's investigation of a complaint or charge.
- **Complainant Access:** A complainant has access to a statement provided by the complainant to the City in connection with a complaint or charge against an employee.
- **Public Officials Provisions:** Upon completion of an investigation of a complaint or charge against a public official, or if a public official resigns or is terminated while a complaint or charge is pending, all data relating to the complaint or charge are public, unless access would jeopardize an active investigation or reveal confidential sources.
    - *"Public Official"* means the chief administrative officer or the individual acting in an equivalent position in all political subdivisions. Data is public only if: (1) the complaint or charge results in disciplinary action, resignation, or termination while pending; or (2) potential legal claims are released as part of a settlement agreement.
- **Undercover Law Enforcement Officers:** All personnel data about an undercover law enforcement officer is private until no longer assigned to those duties. Then, the officer is subject to regular employee rules unless the City determines revealing the data would threaten safety or jeopardize an active investigation.
- **Access by Labor Organizations:** Personnel data may be given to labor organizations and to the Bureau of Mediation Services to the extent necessary to conduct elections, notify employees of fair share fee assessments, or to implement state labor laws.
- **Employee Assistance Programs (EAP):** All data associated with employee assistance programs is private.

- **Harassment:** When there is a harassment complaint against an employee, the employee may not have access to data that would identify the complainant or other witnesses if the data would threaten their personal safety or subject them to harassment. Summary information will be provided to the employee to prepare for an initiated disciplinary proceeding.
- **Peer Counseling Debriefing:** Data acquired by a peer group member in a public safety peer counseling debriefing is private data on the person being debriefed.
- **Protection of Employee or Others:** If reasonably necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, relevant safety information may be released to: (1) the person who may be harmed or their attorney to obtain a restraining order; (2) a prepetition screening team in the commitment process; or (3) a court, law enforcement agency, or prosecuting authority.
- **Continuity of Operations:** An employee's personal home contact information may be used to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of operations of the City or other government entity, including sharing with another government entity.

### Salary Benefit Survey Data

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. § 13.435
- **Description:** Salary and personnel benefit survey data purchased from consulting firms, nonprofit corporations, or associations, or obtained from employers with the written understanding that the data shall not be made public.

## PUBLIC SAFETY

### Portable Recording Systems (Body-Worn Cameras)

- **Classification(s):** Private / Nonpublic / Public
- **Governing Statute:** Minn. Stat. § 13.825
- **Description:** Data collected by portable recording systems (including body-worn cameras) worn by law enforcement officers are private data on individuals or nonpublic data, unless the recording features the discharge of a firearm by a peace officer or use of force that results in substantial bodily harm, in which case it becomes public. Portable recording system data may also become public if the subject requests it or if it is part of an active criminal investigation (under M.S. § 13.82).

### 911 Emergency Telephone Service

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.202, subd. 6; 403.07, subd. 3 and 4
- **Description:** Names, addresses, and telephone numbers provided to a 911 system.

### Ambulance Service Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.381, subd. 12; 144E.123
- **Description:** Ambulance reports/pre-hospital medical care data are private data on individuals.

### Arson Investigation

- **Classification(s):** Confidential / Public
- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 26; 299F.055; 299F.056
- **Description:** Information relating to a fire loss or potential fire loss.

### Child Abuse Report Records

- **Classification(s):** Confidential / Private
- **Governing Statute:** Minn. Stat. § 13.871, subd. 6(a); 13.82, subd. 8 and 9; 626.556
- **Description:** Active or inactive investigative data that identify a victim of child abuse or neglect reported under Minn. Stat. § 260E.01 are private data on individuals. Active or inactive investigative data that identify a reporter of child abuse or neglect under Minn. Stat. § 260E.01 are confidential data on individuals, unless the subject of the report compels disclosure under Minn. Stat. § 260E.01. Investigative data that becomes inactive under Minn. Stat. Chapter 260E and that relates to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minn. Stat. § 260E.01, subdivision 2, are private data.

Investigative data that becomes inactive under Minnesota Statutes Stat. § 260E.01 and that relate to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minnesota Stat. § 260E.01, subdivision 2, are private data.

### Corrections and Detention Data

- **Classification(s):** Confidential / Private / Public

- **Governing Statute:** Minn. Stat. § 13.85
- **Description:** Data on individuals created, collected, used, or maintained by a City correctional or detention facility, the release of which would disclose medical, psychological, financial, or personal information not related to the individual's detainment or which would endanger an individual's life; detention data, the release of which would endanger an individual's life, endanger the effectiveness of an investigation, identify a confidential informant, or clearly endanger the security of any institution or its population.

Crime Alert Requests

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 12; 611A.0393
- **Description:** Contact information provided by a citizen requesting a disability accessible crime alert.

Crime Victim Notice of Release

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 5(a); 611A.06
- **Description:** All identifying information regarding a crime victim, including a victim's request for notice of release and a notice of release made pursuant to Minnesota Statutes Section 611A.06.

Criminal Gang Investigative Data System

- **Classification(s):** Confidential
- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 14; 299C.091
- **Description:** Data in the criminal gang investigative data system are confidential data on individuals as defined in Minnesota Statutes Section 13.02, subdivision 3, but are accessible to law enforcement agencies and may be released to criminal justice agencies.

Criminal History Data

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. § 13.87
- **Description:** Criminal history data maintained by agencies, political subdivisions, and statewide systems are classified as private, pursuant to Minnesota Statutes Section 13.02, subdivision 12, except that data created, collected, or maintained by the Bureau of Criminal Apprehension that

identify an individual who was convicted of a crime, the offense of which the individual was convicted, associated court disposition and sentence information, controlling agency, and confinement information are public data for 15 years following the discharge of the sentence imposed for that offense.

### Data on Videotape Consumers

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 325I.02, subd. 2; 13.487, subd. 3
- **Description:** Personally identifiable information concerning a videotape consumer that a law enforcement agency obtains in connection with an action commenced by the videotape seller or provider to collect fines for overdue or unreturned videotapes or collection for unpaid videotapes.

### Detention Data

- **Classification(s):** Private / Confidential / Public
- **Governing Statute:** Minn. Stat. § 13.85
- **Description:** Data on individuals created, collected, used, or maintained because of their lawful confinement or detainment in a correctional or detention facility, including a City jail or lockup.

### Diversion Program Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 18; 299C.46, subd. 5
- **Description:** Names and identifying data concerning diversion program participants that are maintained in the criminal justice data communications network.

### Domestic Abuse Data

- **Classification(s):** Confidential / Public
- **Governing Statute:** Minn. Stat. § 13.80
- **Description:** Data on individuals collected, created, received, or maintained by the Public Safety Department pursuant to the Domestic Abuse Act.

### E-Charging Data

- **Classification(s):** Private / Nonpublic, Confidential / Protected Nonpublic

- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 11; 299C.41
- **Description:** Credentialing data is private or nonpublic data. Auditing data and workflow and routing data are classified as provided by other law.

### EMT or First Responder Misconduct Data

- **Classification(s):** Confidential / Protected Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.383, subd. 2; 144E.305, subd. 3
- **Description:** Reports of emergency medical technicians, emergency medical technicians-intermediate, emergency medical technicians-paramedic, or first responder misconduct are considered to be confidential or protected nonpublic while an investigation is active. Except for the Emergency Medical Services Regulatory Board's final determination, all communications or information received by or disclosed to the Board relating to disciplinary matters of any person or entity subject to the Board's regulatory jurisdiction are confidential and privileged, and any disciplinary hearing shall be closed to the public.

### Explosives Use and Storage

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 28a; 299F.28; 299F.75, subd. 4
- **Description:** Data related to use and storage of explosives by individuals holding a permit, including locations of storage, place and time of intended use of explosives or blasting agents, and place and means of storage of explosives or blasting agents. Data may be shared with a government entity or utility whose job duties require access to a facility containing explosives but may not be disclosed to anyone not directly involved in work to be completed at the site where the explosives or blasting agents are stored or used.

### Firearms Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.87, subd. 2
- **Description:** Data about the purchase or transfer of firearms and applications for permits to carry firearms.

### Hazardous Substance Emergency

- **Classification(s):** Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 27; 299F.095; 299F.096, subd. 1
- **Description:** Information contained in hazardous materials notification reports made pursuant to Minnesota Statutes Sections 299F.091 to 299F.099.

### Health Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.3805, subd. 1
- **Description:** Data on individuals created, collected, received, or maintained by the City relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe, or protect the public health.

### Integrated Search Service Data

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. § 13.873
- **Description:** Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the Bureau of Criminal Apprehension.

### Investigative Detention Data

- **Classification(s):** Confidential
- **Governing Statute:** Minn. Stat. § 13.86
- **Description:** Data created, collected, used, or maintained by a City correctional or detention facility that, if revealed, would identify an informant who provided information about suspected illegal activities and is likely to subject the informant to physical reprisals by others.

### Law Enforcement Data

- **Classification(s):** Private / Confidential / Public / Nonpublic
- **Governing Statute:** Minn. Stat. §§ 13.82; 259.10, subd. 2

- **Description:** Certain arrest data, request for service data, and response or incident data are public data.

An audio recording of a call placed to a 911 system for the purpose of requesting service from law enforcement, fire, or medical emergency is private data on individuals, except that a written transcript of the audio recording is public, unless it reveals the identity of an individual otherwise protected under Minnesota Statutes Section 13.82, subdivision 17.

Criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is still active. Investigative data that are a person's financial account number or transaction numbers are private or nonpublic data at the close of the investigation.

Photographs that are part of inactive investigative files and that are clearly offensive to common sensibilities are classified as private or nonpublic, provided that the existence of the photographs shall be disclosed to any person requesting access to the inactive investigative file.

Data on court records relating to name changes under Minnesota Statutes Section 259.10, subdivision 2 which is held by a law enforcement agency is confidential data on an individual while an investigation is still active and is private data on an individual when the investigation becomes inactive.

Data in arrest warrant indices are classified as confidential data until the defendant has been taken into custody, served with a warrant, or appears before the court, except when the law enforcement agency determines that the public purpose is served by making that information public.

Data that uniquely describe stolen, lost, confiscated, or recovered property are classified as either private data on individuals or nonpublic data depending on the content.

Financial records of a program that pays rewards to informants are protected nonpublic data in the case of data not on individuals or confidential data in the case of data on individuals.

Data on registered criminal offenders are private data on individuals. Data in missing children bulletins are public data.

Data that reflect deliberative processes or investigative techniques of law enforcement agencies are confidential data on individuals or protected nonpublic data, provided that information, reports, or memoranda that have been adopted as the final opinion or justification for a decision of a law enforcement agency are public data.

Booking photographs are public data. Data that would reveal the identity of persons who are customers of a licensed pawnbroker, secondhand goods dealer, or scrap metal dealer are private data on individuals. Data describing the property in a regulated transaction with a licensed pawnbroker, secondhand goods dealer, or scrap metal dealer are public.

### Orders for Protection and No Contact Orders

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 13; 299C.46, subd. 6
- **Description:** Data from orders for protection or no contact orders and data entered by law enforcement to assist in enforcement of those orders. Data about the offender can be shared with the victim for purposes of enforcement of the order.

### Peace Officer Discipline Procedures

- **Classification(s):** Confidential / Private / Public
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 6(p); 626.89, subd. 6; 13.43
- **Description:** Investigative report made by a law enforcement agency in connection with a peace officer disciplinary matter; identities of confidential informants in such matters; identities of witnesses expected to testify in disciplinary hearings.

### Peace Officer Records on Juveniles

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.875, subd. 2; 260B.171, subd. 5
- **Description:** Peace officers' records of children who are or may be delinquent or who may be engaged in criminal acts.

### Reports of Gunshot Wounds

- **Classification(s):** Confidential
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 6(a); 626.53
- **Description:** A report made by a health professional concerning a wound or injury arising from or caused by discharge of a firearm or inflicted by the perpetrator of a crime using a dangerous weapon other than a firearm.

### Safe at Home Program Participants

- **Classification(s):** Private

- **Governing Statute:** Minn. Stat. §§ 13.805; 5B.07, subd. 1(b)
- **Description:** Identity and location data on a Safe at Home program participant not otherwise classified by law are private data. *"Program participant"* means an individual certified as a program participant under Minnesota Statutes Section 5B.03. *"Identity and location data"* means any data used to identify or physically locate a program participant, including but not limited to the program participant's name, residential address, work address, and school address, and that is collected, received, or maintained prior to the date a program participant's certification expires, or notice of withdrawal from the participant.

Private or confidential identity and location data on a program participant who submits a notice in writing that the participant is certified in the Safe at Home address confidentiality program may not be shared with any other government entity or disseminated to any person unless: (1) the program participant has expressly consented in writing to sharing the dissemination of the data for the purpose in which the sharing will occur; (2) the data are subject to dissemination pursuant to a court order; or (3) the data are subject to sharing pursuant to Minnesota Statutes Section 5B.07, subdivision 2.

Regardless of whether certification has been submitted, the City must accept the address designated by the Secretary of State as a program participant's address, and is subject to the requirements contained in Minnesota Statutes Section 5B.05.

### Sex Offender HIV Tests

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 5(b); 611A.19, subd. 2
- **Description:** Results of HIV tests of sex offenders must be handled in accordance with Minnesota Statutes Section 611A.19.

### Sexual Assault Crime Victims

- **Classification(s):** Private
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 3(e); 609.3471
- **Description:** Data that identifies a victim who is a minor, in records or reports relating to petitions, complaints, or indictments made for criminal sexual conduct in the first, second, third, or fourth degrees.

### Undercover Buy Fund

- **Classification(s):** Confidential / Private / Public

- **Governing Statute:** Minn. Stat. §§ 13.6905, subd. 13; 299C.065, subd. 4
- **Description:** An application to the Commissioner of Public Safety for a grant pursuant to Minnesota Statutes Section 299C.065; information within investigative files that identifies or could reasonably be used to ascertain the identity of assisted witnesses, sources, or undercover investigators; information in a report at the conclusion of an investigation pertaining to the identity or location of an assisted witness.

**Use of Motor Vehicle to Patronize Prostitutes**

- **Classification(s):** Private / Public
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 3(c); 609.324, subd. 5
- **Description:** Notation in a driving record that the driver has used a motor vehicle to patronize prostitutes but becomes public if the person has been convicted previously of patronizing a prostitute or another violation under Minn. Stat. § 609.324 or 609.322.

**Videotapes of Child Abuse Victims**

- **Classification(s):** Private / Confidential
- **Governing Statute:** Minn. Stat. §§ 13.821; 611A.90
- **Description:** Videotapes in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse.

**Vulnerable Adult Report Records**

- **Classification(s):** Private / Confidential
- **Governing Statute:** Minn. Stat. §§ 13.871, subd. 6(l); 626.557, subd. 12(b)
- **Description:** Reports made pursuant to Minnesota Statutes Section 626.557 of possible incidents of maltreatment of vulnerable adults; identities of individuals making such reports.

**Certification of Adoption**

**Adopted and Updated by the City of Cottage Grove:** July 15, 2026.

Tamara Anderson

City Clerk

# CITY OF COTTAGE GROVE

# Minnesota Government Data Practices Act

# Guidelines and Procedures

**Last Revised: August 14, 2013**

City of Cottage Grove
Data Practices Procedures
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# DATA PRACTICES PROCEDURES

**1.0 Introduction.** These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the "Act"), specifically Minnesota Statutes Sections 13.025, 13.03, subdivision 2 and 13.05, subdivision 5. It is the intent of the City of Cottage Grove ("City") to remain in compliance with the Act. These procedures shall be supplemented by the requirements of the Act as needed and if any procedure contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.

**2.0 Responsible Authority.** The City Clerk is the Responsible Authority and Compliance Official responsible for the collection, use and distribution of government data and is accountable for City compliance with the Minnesota Government Data Practices Act. The Responsible Authority has authorized certain other City employees to collect, maintain, disseminate and otherwise assist in complying with the Act ("Designees"). These Designees are listed on attached Exhibit 1. The Responsible Authority shall provide training to Designees and staff at such times and in such a manner as the designated Responsible Authority determines is appropriate to inform them of their obligations under the Act. The designated Responsible Authority shall also be authorized to amend or supplement the Exhibits attached to these procedures as needed to further the intent of these procedures and the City's compliance with the Act. For the purposes of carrying out these procedures, the term Responsible Authority shall include Designees unless the context in which it is used indicates a different intent.

**3.0 Access to Public Data.** All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification. Categories of classification are as follows:

| **Data on Individuals*** | **Data on Decedents** | **Data not on Individuals*** |
|---|---|---|
| M.S. § 13.02, subd. 5 | M.S. § 13.10, subd. 1 | M.S. § 13.02, subd. 4 |
| **Public** | **Public** | **Public** |
| Accessible to anyone | Accessible to anyone | Accessible to anyone |
| M.S. § 13.02, subd. 15 | M.S. § 13.02, subd. 15 | M.S. § 13.02, subd. 14 |
| **Private** | **Private**** | **Nonpublic** |
| Accessible to the data subject; Not accessible to the public | Accessible to the representative of the decedent; Not accessible to the public | Accessible to the data subject; Not accessible to the public |
| M.S. § 13.02, subd. 12 | M.S. § 13.10, subd. 1(b) | M.S. § 13.02, subd. 9 |

| **Confidential** | **Confidential**** | **Protected Nonpublic** |
|---|---|---|
| Not accessible to the data subject; Not accessible to the public | Not accessible to the representative of the decedent; Not accessible to the public | Not accessible to the data subject; Not accessible to the public |
| M.S. § 13.02, subd. 3 | M.S. § 13.10, subd. 1(a) | M.S. § 13.02, subd. 13 |

* Individual is defined at M.S. § 13.02, subd. 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

** Private and confidential data on decedents become public data ten years after the death of the data subject and 30 years after the creation of the data.

**3.1 People Entitled to Access.** Any person has the right to inspect or view public data and/or to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request, unless a statute specifically authorizes the City to request such information. Additionally, any person has the right to obtain a copy of public data except in the case of copyrighted materials in the possession of the City for which the City does not have express written permission to reproduce. (Exhibit 7)

**3.1A Copyrighted** public documents may be shown to anyone but shall not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

**3.1A1** The Responsible Authority reserves the right to refuse to provide copies of copyrighted data in accordance with the copyright law of the United States (Title 17, United States Code) which governs the making of photocopies or other reproductions of copyrighted material.

**3.1A2** Public documents created by the City of Cottage Grove and/or its officials and employees on behalf of the City do not qualify for copyright protection and shall be available for viewing and reproduction in accordance with the Act. In certain cases, the City may enforce a copyright or acquire a patent for a computer software program or components of a program created by the City. In such cases, the data shall be treated as trade secret information.

**3.2. Form of Request.** The request for public data may be verbal or written. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties. (Exhibit 3).

**3.3 Identification of Requesting Party.** The Responsible Authority **may not** require the requesting party to provide identification to view public documents except as may be necessary to facilitate access to the data. Examples of when identifying information may be requested include, but are not limited to, obtaining a mailing address when the person

has requested that copies be mailed, requesting identification when copies have been paid for by check, or requesting contact information in order to clarify or follow up on .the request. The Responsible Authority must verify the identity of the requesting party as a person entitled to reproductions when reproductions of copyrighted public data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**3.4 Form of Copies**. Where public data is maintained in a computer storage medium, the Responsible Authority shall provide copies of the public data in electronic form upon request, provided a copy can reasonably be made in that form. The Responsible Authority is not required to provide the data in an electronic format or program that is different from the format or program in which the Responsible Authority maintains the data. The Responsible Authority may charge a fee for the actual cost of providing the copy.

**3.5 Time Limits.** Requests will be received and processed only at Cottage Grove City Hall during normal business hours. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible. Whenever possible, the Responsible Authority will immediately allow the person to inspect the public data; provided, that an immediate response will not interfere with the City's efficient operations. The Responsible Authority may require that the requesting person make an appointment or return at a later time to inspect or to pick up copies of the requested data. When public data on individuals is requested by the individual data subject and an immediate response is not possible, the authorized City employee will provide the data within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays.

**3.6 Fees.** Anyone may inspect or view public data for any reason without charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's current fee schedule and may not include time necessary to separate public from non-public data. Fees are established annually by ordinance. A copy of the approved fee schedule is attached at Exhibit 2.

**4.0 Access to Private and Confidential Data on Individuals.** Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is contained in Appendix A.

**4.1 People Entitled to Access.**

**4.1A Public** information about an individual may be shown or given to anyone for any reason.

**4.1B Private** information about an individual may be shown or given to:

**4.1B1** The individual, but only once every six months, unless a dispute has arisen or additional data has been collected or created.

**4.1B2** A person who has been given access by the express written consent of the data subject. (Exhibit 6)

**4.1B3** People, or another responsible authority, which are authorized access by federal or state law or by court order.

**4.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.1C Confidential** information may not be given to the subject of the data, but may be given or shown to:

**4.1C1** People who are authorized access by federal or state law or by court order.

**4.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.2 Form of Request.** Any individual may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, private, or confidential. All requests to see private or confidential information must be made in writing in order to verify identity. The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any individual may request data verbally or in writing as long as the request is accompanied by documentation of the requesting party's identity and a detailed description of the information requested.

**4.3 Identification of Requesting Party.** The Responsible Authority **must** verify the identity of the requesting party as a person entitled to access when private or confidential data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**4.4 Time Limits.** Requests will be received and processed at Cottage Grove City Hall only during normal business hours. Access to the data will be provided as soon as is reasonably possible. Data requested by the individual data subject will be provided within 10 days of the date of the request, excluding Saturdays, Sundays and legal holidays if an immediate response is not possible.

**4.5 Fees.** Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

**4.6 Summary Data.** The term summary data refers to statistical records and reports derived from data on individuals but which does not identify an individual by name or reveal any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority must notify the requesting party about the estimated costs and collect these costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the Responsible Authority must notify the requester of the anticipated time schedule and the reason for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, creating a spreadsheet, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing (2) the agency or person agrees not to disclose the private or confidential data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. (Exhibit 4)

**4.7 Records of Minors and Incapacitated Persons** as defined in Minnesota Statutes Section 524.5-102, subdivision 6. The following applies to private *(*not confidential) data about people under the age of 18 and about those persons who are incapacitated as defined by Minnesota Statutes Section 524.5-102, subdivision 6.

> **4.7A Parent /Guardian Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a minor or incapacitated person. For the purposes of these procedures, a "Parent" shall include guardians and individuals acting as parents or guardians in the absence of parents or guardians. A Parent is presumed to have this right unless the minor has requested the Responsible Authority to withhold the data and withholding the data would be in the best interest of the minor, or unless the Responsible Authority has been given evidence that there is a state law, court order, or other legally binding document, that restricts the Parent's exercise of this right.
>
> **4.7B Notice to Minor and Incapacitated Persons.** Before requesting private data from minors or incapacitated persons, city personnel must notify the minors and incapacitated persons that they may request that the information not be given to their parent or guardian(s). (Exhibit 5)
>
> **4.7C Denial of Parent or Guardian Access.** The Responsible Authority may deny parent or guardian access to private data when the individual requests this denial and the Responsible Authority determines that

withholding the data would be in the best interest of the individual. The request from the individual must be in writing, stating the reasons for the request. In determining the best interest of the individual, the Responsible Authority will consider:

**4.7C1** Whether the individual is of sufficient age and maturity to explain the reasons and understand the consequences;

**4.7C2** Whether denying access may protect the individual from physical or emotional harm;

**4.7C3** Whether there are reasonable grounds to support the individual's reasons; and

**4.7C4** Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent or guardian would seriously jeopardize the health of the individual.

The Responsible Authority may also deny parental access without a request from the juvenile or incapacitated person under Minnesota Statutes Section 144.335, or under any other state or federal statute that allows or requires denial of parental access and that provides standards for denying parental access

**5.0 Access to Private and Confidential Data on Decedents.** Private data on decedents means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as private data. Confidential data means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as confidential data. A list of the private and confidential information maintained by the City is contained in Appendix A. Information about individuals who are deceased will be treated the same as data that is about individuals who are living except:

5.0A Private and confidential data on decedents will become public data ten years after the death of the data subject **and** 30 years after the creation of the data in accordance with Minnesota Statutes Section 13.10, subdivision 2. An individual is presumed dead if either 90 years have elapsed since the creation of the data or 90 years have elapsed since the individual's birth, whichever is earlier, except that an individual is not presumed to be dead if the Responsible Authority has information readily available to it indicating the individual is still living.

5.0B A representative of the decedent may exercise the rights that the decedent could have exercised as a living individual. A "representative of the decedent" means a personal representative of the estate of the decedent during the period of

administration, or if no personal representative has been appointed or after discharge, the surviving spouse, any child of the decedent, or, if there is no surviving spouse or children, the parents of the decedent.

**6.0 Access to Data Not On Individuals.** Information not about individuals is classified by law as public, nonpublic, and protected nonpublic. Information that is not about individuals will generally be treated the same as data about individuals. Nonpublic and protected nonpublic information, except for security information, becomes public either 10 years after it was created by the City or 10 years after the data was received or collected by the City unless the Responsible Authority reasonably determines that if the information was made public or made available to the data subject that the harm to the public or the data subject would outweigh the benefit to the public or the data subject.

**6.1 People Entitled to Access.**

**6.1A Public** information not about an individual may be shown to anyone. Copyrighted documents will not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

**6.1B Nonpublic** information not about an individual may be shown or given to:

**6.1B1** An authorized representative of the subject entity of the data, but only once every six months, unless a dispute has arisen or additional data has been collected.

**6.1B2** A person who has been given access by the express written consent of the authorized representative of the entity which is the subject of the data. (Exhibit 6)

**6.1B3** People who are authorized access by federal or state law or by court order.

**6.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.1C Protected Nonpublic** information may not be given to the authorized representative of the entity, but may be given or shown to:

**6.1C1** People who are authorized access by federal or state or by court order.

**6.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.2 Form of Request.** Any person may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, nonpublic, protected nonpublic or is copyrighted.

All requests to view or receive a reproduction of nonpublic or protected nonpublic information must be made in writing in order to verify identity. All requests to receive a reproduction of copyrighted public, nonpublic or protected nonpublic information must be made in writing in order to determine if the request for copyrighted material qualifies for release under copyright law of the United States (Title 17, United States Code.) The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any person may request data verbally or in writing as long as the request includes documentation of the requesting party's identity and a detailed description of the information requested.

**6.3 Identification of Requesting Party.** The Responsible Authority must verify the identity of the requesting party as a person entitled to access when non-public or protected nonpublic data is requested. The Responsible Authority must also verify the identity of the requesting party as a person entitled to access when copies of copyrighted private, non-public, or protected nonpublic data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**6.4 Time Limits.** Requests will be received and processed at City Hall only during normal business hours. The response must be immediate, if possible, or prompt and reasonable, if an immediate response is not possible.

**6.5 Fees.** Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

**6.6 Accessibility of Records.** Upon request by an individual, records must be made available within a reasonable time period to persons with disabilities in a manner consistent with state and federal laws prohibiting discrimination against persons with disabilities. Reasonable modifications must be made in any policies, practices and procedures that might otherwise deny equal access to records to individuals with disabilities. This requirement does not apply to (1) technology procured or developed prior to January 1, 2013, unless substantially modified or substantially enhanced after January 1, 2013 or (2) records that cannot be reasonably modified to be accessible without an undue burden as defined in Minnesota Statutes Section 16E.015, subdivision 4 to the public entity or (3) except as otherwise provided in Minnesota Statutes Chapter 16E.

**7.0 Temporary Classification**. If the Responsible Authority determines information not expressly classified by law should be protected, the Responsible Authority may apply to the Commissioner of Administration for permission to classify information as private, confidential, nonpublic or protected nonpublic for its own use and for the use of other governmental entities on a temporary basis. The application and the classification of the information shall be in accordance with Minnesota Statutes Section 13.06.

**8.0 Denial of Access.** If the Responsible Authority determines that the requested data is not accessible to the requesting party, the Responsible Authority must inform the requesting party verbally at the time of the request or in writing as soon after that as possible. The Responsible Authority must give the specific legal authority, including statutory section, for withholding the data. The Responsible Authority must place a verbal denial in writing upon request. This must also include the specific legal authority for the denial.

**9.0 Collection of Data on Individuals.** The collection and storage of information about individuals will be limited to that necessary for the administration and management of the programs specifically authorized by the state legislature, City Council, or federal government.

**9.1 Tennessen Warning.** When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessen Warning. (Exhibit 8; Exhibit 9)

**9.1A** This warning must contain the following:

**9.1A1** The purpose and intended use of the requested data;

**9.1A2** Whether the individual may refuse or is legally required to supply the requested data;

**9.1A3** Any known consequences from supplying or refusing to supply the information; and

**9.1A4** The identity of other persons or entities authorized by state or federal law to receive the data.

**9.1B** A Tennessen Warning is not required when:

**9.1B1** An individual is requested to supply investigative data to a law enforcement officer;

**9.1B2** The data subject is not an individual (e.g., the data subject is a corporation or partnership);

**9.1B3** The data subject offers information that has not been requested by the City;

**9.1B4** The information requested from the individual is about someone else;

**9.1B5** The City receives information about the subject from someone else; or

**9.1B6** The information requested from the subject is classified as public data.

**9.1C** A Tennessen Warning may be on a separate form (Exhibit 9) or may be incorporated into the form which requests the private or confidential data.

**9.1D Collection of Data on Individuals through the Use of the City's Computer** When an individual gains access to government information or services through the City's computer, the City may create, collect, or maintain electronic access data or use its computer to install a cookie on an individual's computer. The City must inform individuals gaining access to the City's computer of the creation, collection, or maintenance of electronic access data or the City's use of cookies before requiring the individual to provide any data about the individual to the City. As part of that notice, the City must inform the individual how the data will be used and disseminated. Notwithstanding an individual's refusal to accept a cookie on its computer, the City must allow the individual to gain access to data or information, transfer data or information, or use government services by means of the City's computer. The provisions of this section do not apply to a cookie temporarily installed by the City on a person's computer during a single session on or visit to the City's web site if the cookie is installed only in a computer's memory and is deleted from the memory when the web site browser or application is closed.

**9.2 Data Quality Procedures**. The City is required to establish procedures to ensure that data on individuals are accurate, complete and current. The Responsible Authority shall work with employees that collect, use, or disseminate data on individuals to implement the following procedures:

**9.2A** At the time that data is collected from the individual data subject, the individual should be advised of his or her right to review and contest the accuracy or completeness of public or private data concerning him/herself.

**9.2B** An individual data subject should be encouraged to review his/her file for accuracy, completeness and currency.

**9.2C** Whenever possible and practical, collect data about an individual from the individual subject of the data rather than from third parties (e.g., birthdate, address, etc.). (This directive does not prohibit employees from collecting data from third parties.)

**9.2D** Design forms to collect objective types of data elements whenever possible, rather than data which calls for an opinion or conclusion or other subjective entry. Forms for the collection of data on individuals should request only necessary data.

**9.2E** Department heads should periodically review forms used to collect data on individuals. Data elements that are not necessary or that lend themselves to ambiguity or subjectivity should be removed and the forms redesigned.

**9.2F** Department heads should periodically conduct quality/validity checks on sample case files that contain data on individuals.

**10.0 Challenge to Data Accuracy or Completeness.** An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days, the Responsible Authority must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered to do so by the Commissioner.

**11.0 Data Protection.**

**11.1 Accuracy and Currency of Data.**

**11.1A** All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, Human Resources Manager, City Clerk, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

**11.1B** Department heads should, on a yearly basis, review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.

**11.1C** All records must be disposed of according to the State of Minnesota General Records Retention Schedule.

## 11.2 Data Safeguards.

**11.2A** Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.

**11.2B** Private and confidential data must be kept only in City offices, except when necessary for City business.

**11.2C** Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. These employees will be instructed to:

**11.2C1** Not discuss, disclose, or otherwise release private or confidential data to anyone who is not authorized to access the data including City employees or officials whose job responsibilities do not require access to the data;

**11.2C2** Not leave private or confidential data where non-authorized individuals might see it; and

**11.2C3** Shred private or confidential data before discarding.

**11.2D** When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act. The City must include in a written contract the language contained in Exhibit 10 or substantially similar language.

**EXHIBIT 1**
**LIST OF DESIGNEES**

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Cottage Grove ("City") is presumed public and is accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with Federal law, State Statute or a temporary classification.

The City of Cottage Grove has appointed the following position to administer this system.

Responsible Authority and Compliance Official:

City Clerk
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
(651) 458-2814 Phone
(651) 458-2897 Fax

Positions appointed as designees are as follows:

| | |
|---|---|
| Public Works Records<br><br>Public Works Director<br>Cottage Grove Public Works<br>8635 West Point Douglas Road<br>Cottage Grove, MN 55016<br>(651) 458-2810 Phone | Parks and Recreation Records<br><br>Parks & Recreation Director<br>Cottage Grove Public Works<br>8635 West Point Douglas Road<br>Cottage Grove, MN 55016<br>(651) 458-2847 Phone |
| Public Safety Records<br><br>Public Safety Director<br>Cottage Grove Public Safety<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>(651) 458-6014 Phone | Community Development<br><br>Community Development Director<br>Cottage Grove City Hall<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>(651) 458-2980 Phone |

| | |
|---|---|
| Finance Records<br><br>Finance Director<br>Cottage Grove City Hall<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>(651) 458-2832 Phone | |

Other persons responsible for the maintenance and dissemination of City records are as assigned.

**EXHIBIT 2**

**Annual Fee Schedule**

# EXHIBIT 3

## INFORMATION DISCLOSURE REQUEST
## Minnesota Government Data Practices Act

**A. Completed by Requestor**

| | |
|---|---|
| **REQUESTOR NAME (Last, First, M):** | **DATE OF REQUEST:** |
| **STREET ADDRESS:** | **PHONE NUMBER:** |
| **CITY, STATE, ZIP CODE:** | **SIGNATURE:** |
| **DESCRIPTION OF THE INFORMATION REQUESTED:** | |
| | |
| | |
| | |

**B. Completed by Department**

| | |
|---|---|
| **DEPARTMENT NAME:** | **HANDLED BY:** |
| **INFORMATION CLASSIFIED AS:**<br>☐ **PUBLIC** ☐ **NON-PUBLIC**<br>☐ **PRIVATE** ☐ **PROTECTED NON-PUBLIC**<br>☐ **CONFIDENTIAL** | **ACTION:**<br>☐ **APPROVED**<br>☐ **APPROVED IN PART (explain below)**<br>☐ **DENIED (explain below)** |
| **REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:** | |
| **PHOTOCOPYING CHARGES:**<br>☐ **NONE**<br>☐ **_____ Pages x _____= _____**<br>☐ **Special Rate: _____ (attach explanation)** | **IDENTITY VERIFIED FOR PRIVATE INFORMATION:**<br>☐ **IDENTIFICATION: DRIVER'S LICENSE, STATE I.D., etc.**<br>☐ **COMPARISON WITH SIGNATURE ON FILE**<br>☐ **PERSONAL KNOWLEDGE**<br>☐ **OTHER: _____** |
| **AUTHORIZED SIGNATURE:** | **DATE:** |

**EXHIBIT 4**

**GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT**

1. **AUTHORIZATION.** City of Cottage Grove ("City") hereby authorizes _____, ("Authorized Party") access to the following government data: _____
_____

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purpose:
_____
_____

3. **COST.** (Check all that apply):

___ The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with City policy. The estimated total is: $_____.

___ _____ is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been estimated to be $_____.

_____
Signature of Requestor Date

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.

Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

_____
Complete name (printed) Title (printed)

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used and maintained in the exercise of this agreement and is classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws. The Authorized Party agrees to defend, indemnify, and hold the City, its officials and employees harmless from any liability, claims, damages, costs, judgments, or expenses, omission of the Authorized Party's failure to fully perform in any respect all obligations under this agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover $1,000,000 per claimant for personal injuries and/or damages and $1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the information described above from _____ to _____.

8. **ACCESS RESULTS.** A copy of all reports, summaries, compilations, articles, publications or any document or series of documents that are created from the information provided under this agreement must be provided to the City. The Authorized Party may retain one copy of the summary data created for its own records but may not disclose it without City permission, except in defense of claims brought against it.

**AUTHORIZED PARTY:**_____

By:_____ Date: _____

Title (if applicable): _____

**REQUESTOR OF SUMMARY DATA:**_____

By: _____ Date: _____

Title (if applicable): _____

**CITY OF COTTAGE GROVE:**

By: _____ Date: _____
Its: _____

**EXHIBIT 5**
**NOTICE TO PERSONS UNDER AGE 18**

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

* Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,

* Whether denying access may protect you from physical or emotional harm,

* Whether there is reasonable grounds to support your reasons, and

* Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: _____ DATE:_____

BY: _____
(name) (title)

REQUEST TO WITHHOLD INFORMATION

I request that the following information: _____
_____
_____

Be withheld from: _____

For these reasons: _____
_____
_____

Date: _____ Print name: _____

Signature: _____

**EXHIBIT 6**
**SAMPLE CONSENT TO RELEASE PRIVATE DATA**

I, _____, authorize the City of Cottage Grove ("City") to
(print name)
release the following private data about me:

_____

_____

to the following person(s) or entity(ies):

_____

_____

The person(s) or entity(ies) receiving the private data may use it only for the following purpose or purposes:

_____

_____

This authorization is dated _____ and expires on _____.

**I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.**

_____
Signature

_____
Signature of parent or guardian
(if data subject is under 18 years of age)

**IDENTITY VERIFIED BY:**

- ☐ **Witness: x_____**
- ☐ **Identification: Driver's License, State ID, Passport, other:_____**
- ☐ **Comparison with signature on file**
- ☐ **Other:_____**

**Responsible Authority/Designee: _____**

**EXHIBIT 7**
**CONSENT TO RELEASE COPYRIGHTED DATA**

I, _____, certify that I have the authority to authorize the City of Cottage Grove to release the following copyrighted data of which I am the copyright holder: _____

_____

_____

To the following person or people: _____

_____

The person or people receiving the copyrighted data may use it only for the following purpose or purposes: _____

This authorization is dated _____ and expires on _____.
**The expiration cannot exceed one year from the date of the authorization.*

I, the undersigned, agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

_____
Printed Name Title

_____
Complete Address Phone

_____ _____
Notarized Signature Date

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

On this _____ day of _____, 20_____, before me, a Notary Public within and for said County, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public
My Commission Expires On: _____

**EXHIBIT 8**
**SAMPLE DATA PRACTICES ADVISORY**
**(Tennessen Warning)**

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is:_____
_____

You ___ are/ ___ are not/ legally required to provide this information.

If you refuse to supply the information, the following may happen: _____
_____
_____
_____

Other persons or entities authorized by law to receive this information are:

_____
_____
_____
_____

**EXHIBIT 9**
**City of Cottage Grove**
**Tennessen Warning Form**

**It is the City of Cottage Grove's responsibility to inform potential employees of their privacy rights. Please carefully read the Tennessen Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.**

In accordance with the Minnesota Government Data Practices Act, the City of Cottage Grove is required to inform you of your rights as they relate to the private information collected from you. Private data is information that is available to you, but not to the public; the personal information we collect about you is private. Minnesota State Statutes 13.04 and 13.43 are two sections that govern what affects you as an applicant for employment at the City of Cottage Grove. All data collected is considered private except for the following:

1. Your Veteran's status;
2. Relevant test scores;
3. Your job history;
4. Your education and training; and
5. Your work availability.

Your name is considered to be private information; however, if you are selected to be interviewed as a finalist, your name becomes public information.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel policies, rules, and regulations of the City of Cottage Grove. Furnishing social security numbers is voluntary for applicants to the City of Cottage Grove, but refusal to supply other requested information would mean that your application for employment might not be considered.

Private data is available only to you, appropriate City employees, and others as provided by state and federal laws who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the application for employment that is not designated in this notices as private data.

The information you give about yourself is needed to identify you and to assist the City of Cottage Grove in determining your suitability for the position for which you are applying.

I have read and understand the information given above regarding the Minnesota Data Practices Act.

_____ _____

Applicant Signature Date

**EXHIBIT 10**
**SAMPLE CONTRACT PROVISION**

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligation under this contract. Contractor acknowledges that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes Chapter 13. Contractor is required to comply with the requirements of the Act as if it were a government entity. Contractor acknowledges that the remedies provided in Minnesota Statutes Section 13.08 apply to Contractor with respect to such data. Contractor will notify the City of all requests for data that Contractor receives. Contractor agrees to defend and indemnify the City from any claim, liability, or damage that result from Contractor's violation of the Act or this section of the contract. Upon termination of this contract, Contractor agrees to return data to the City as requested by the City. The obligations of this section of the contract, including the obligation to defend and indemnify the City, shall survive the termination of this Contract and shall continue so long as the data exists.

**EXHIBIT 11**
**Building Permit/Plans**
**DATA PRACTICES ADVISORY**

You may be required to submit building plans with your building permit application so that the City of Cottage Grove can determine whether or not your building permit application should be approved. If you do not submit plans when they are required, your building permit will not be approved. The Minnesota Government Data Practices Act establishes a presumption that all government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute, or a temporary classification of data that provides that certain data are not public. Minnesota Statutes Section 13.01 defines "government data" as being all data collected, created, received, maintained, or disseminated by the City.

The Government Data Practices Act allows building plans to be classified as non-public ONLY if they contain the following information:

> Security information defined by Minnesota Statutes Section 13.37 as being "government data the disclosure of which the responsible authority determines would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury."
>
> AND / OR
>
> Trade Secret information defined by Minnesota Statutes Section 13.37 as being "government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use."

Building plans submitted to the City are generally public information and will be presumed to be available for copying and release to the public. If you hold a copyright to the plans and do not want them copied for the public, then you will need to indicate as such below. Also, if you believe that your building plans qualify for the classification of nonpublic data you must provide documentation verifying your claim. The responsible authority for the City of Cottage Grove will determine whether or not the plans qualify for nonpublic data classification within 10 business days of the request. .

Building plans and related documents submitted to the City are presumed to be public and by submitting them and signing this document you are expressly giving permission to the City to make copies for the City's use and to make available to the public upon request unless you indicate otherwise as follows:

**The building plans I have submitted contain SECURITY INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (a) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes security information under law.

**The building plans I have submitted contain TRADE SECRET INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (b) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes trade secret information under law.

**The building plans I have submitted are COPYRIGHTED under and protected by the Federal Copyright Act and I do not give permission for them to be copied for release to the public.** However, I understand the plans are considered public information under Minnesota law and may be viewed by the public.

Explanation:

_____
_____
_____
_____

## APPENDIX A

## PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE CITY OF COTTAGE GROVE

**The list of data types is divided into the following categories: General; Administration; Community Development; Personnel; and Public Safety. The categories are provided only for convenience in locating types of data; inclusion in any particular category is not intended to indicate an exclusive location for that data type. (E.g., data listed under Personnel may be physically located in more than one City department.)**

### GENERAL

**Business Data**
CLASSIFICATION(S): Private/Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. § 13.591
DESCRIPTION OF DATA: Data submitted to the City by a business requesting financial assistance or benefits financed by public funds are private or nonpublic data. The data becomes public when public financial assistance is provided or the business receives a benefit from the City, except that business plans, income and expense projections not related to the financial assistance provided, customer lists, income tax returns, and design, market and feasibility studies not paid for with public funds remain private or nonpublic.

**City Attorney Records**
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.393
DESCRIPTION OF DATA: The use, collection, storage, and dissemination of data by the city attorney are governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility. Data which is the subject of attorney-client privilege is confidential. Data which is the subject of the "work product" privilege is confidential.

**Civil Investigative Data**
CLASSIFICATION(S): Confidential / Protected Nonpublic/ Not public / Public
GOVERNING STATUTE: Minn. Stat. § 13.39
DESCRIPTION OF DATA: Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation, with the exception of disputes where the sole issue is the City's timeliness in responding to a data request.

**Community Dispute Resolution Center Data**
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.88
DESCRIPTION OF DATA: Data relating to a case in a community dispute resolution program.

**Elected Officials Correspondence**
CLASSIFICATION(S): Private / Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 2
DESCRIPTION OF DATA: Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or the recipient.

**Emergency Services for Homeless Persons**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.587
DESCRIPTION OF DATA: Data that identifies any individual receiving emergency services for homeless persons from the City under a grant from a state agency.

**Financial Disclosure Statements**
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 1.
DESCRIPTION OF DATA: Financial disclosure statements of elected or appointed officials which, by requirement of the City, are filed with the City, are public data on individuals.

**Identity of Employees Making Complaints**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)
DESCRIPTION OF DATA: The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by the individual's employer of any federal or state law or rule.

**Internal Competitive Response**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 5, 13.37.
DESCRIPTON OF DATA: A bid or proposal to provide government goods or services that is prepared by the staff of a government entity in competition with bids or proposals solicited by the same government entity from the private sector or a different government entity from the private sector are classified as private or nonpublic until completion of the selection process or completion of the evaluation process at which time the data are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37.

**Internal Auditing Data**
CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. § 13.392
DESCRIPTION OF DATA: Data, notes, and preliminary drafts of reports created, collected and maintained by the internal audit offices of the City or by person performing audits for the City and relating to an audit or investigation; data on an individual supplying information for an audit or investigation, under specified circumstances.

**Personal Contact and Online Account Information**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.356, 13.04, subd. 2.
DESCRIPTION OF DATA: Data on an individual collected, maintained, or received by the City for notification purposes or as part of a subscription list for the City's electronic periodic publications as requested by the individual. This data includes telephone numbers, e-mail addresses, internet user names and passwords, Internet protocol addresses, and any other similar data related to the individual's online account or access procedures. This data may only be used for the specific purpose for which the individual provided the data. This data also does not include data submitted for purposes of making a public comment.

**Pleadings**
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.03, subd. 12
DESCRIPTION OF DATA: Pleadings in a lawsuit by or against the City.

**Requests for Proposals**
CLASSIFICATION(S): Private/Nonpublic/Not public/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 3(b), 13.37.
DESCRIPTION OF DATA: Data submitted by a business to the City in response to a request for proposals is not public data until the responses are opened. Once the responses are opened, the name of the responder is public. All other data in a response to a request for proposal are private or nonpublic data until completion of the evaluation process. After completion of the evaluation process, all remaining data submitted by responders are public with the exception of trade secret data as classified in Minn. Stat. § 13.37. If all responses to a request for proposals are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a resolicitation of the requests for proposal results in the completion of the evaluation process or a determination is made to abandon the purchase. If rejection occurs after the completion of the evaluation process, the data remains public. If resolicitation of the proposals does not occur within one year of the proposal opening data, the remaining data become public.

**Sealed Bids**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA:  Sealed bids, including the number of bids received, prior to opening.

**Security Information**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Data which if the City's Responsible Authority determines if disclosed would be likely to substantially jeopardize the security of information possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. This includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and the volunteers' home and mailing addresses , telephone numbers, e-mail or other digital addresses, Internet communication services account information or similar account information, and global positioning system locations.

**Service Cooperative Claims Data**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUE: Minn. Stat. § 13.203
DESCRIPTION OF DATA: Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including any long-term disability plan, offered through Minnesota service cooperatives to Minnesota political subdivisions and survey information collected from employees and employers participating in these plans and programs, except when the executive director of a Minnesota service cooperative determines that release of the data will not be detrimental to the plan or program, are classified as nonpublic data not on individuals.

**Social Security Numbers**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.355
DESCRIPTION OF DATA: Social security numbers of individuals, or any part of a social security number.

**State Auditor Data**
CLASSIFICATION(S): Confidential/Protected nonpublic
GOVERNING STATUTE: Minn. Stat. § 6.715, subd. 5
DESCRIPTION OF DATA: Data relating to an audit conducted by the State Auditor's office and provided by the State Auditor for purpose of review and verification of the data, prior to publication of the final report of the audit

**Trade Secret Information**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Data, including a formula, pattern, compilation, program, device, method, technique or process: (1) that was supplied by the affected individual or organization; (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

**Utility Disconnections**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.681, subd. 6 and 216B.0976, subd. 2
DESCRIPTION OF DATA: Data on customers provided to the City by a utility regarding disconnection of gas or electric service.

## ADMINISTRATION

**Absentee Ballots**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37 and 13.607, subd. 7 and 203B.12, subd. 7
DESCRIPTION OF DATA: Sealed absentee ballots before opening by an election judge are private. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

**Assessor's Data**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.51
DESCRIPTION OF DATA: Data contained on sales sheets from private multiple listing service organizations; income information on individuals used to determine eligibility of property for classification for class 4(d) under Minnesota Statutes Section 273.126; and specified data regarding income properties.

**Business Energy Accountability**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.681 and 216C.44, subd. 5
DESCRIPTION OF DATA: Data provided by a business on an inventory form for business energy use accountability.

**Candidates for Election to City Council**
CLASSIFICATION(S): Public / private
GOVERNING STATUTE: Op. Atty.Gen. No. 852, October 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. § 13.607, subd. 8 and 204B.06, subd. 1b
DESCRIPTION OF DATA: Data created, collected or maintained about an individual candidate for election to the City Council is public. An affidavit of candidacy must state an address of residence and telephone number. The candidate may request that the address be classified as private data by certifying that a police report has been submitted or an order for protection has been issued in regard to the safety of the candidate or candidate's family.

**Computer Access Data**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.15
DESCRIPTION OF DATA: Data created, collected, or maintained about a person's access to the City's computer for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services.

**Deferred Assessment Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.52
DESCRIPTION OF DATA: Data collected pursuant to Minnesota Statutes Section 435.193, which indicates the amount or location of cash or other valuables kept in the homes of applicants for deferred assessment.

**Federal Contracts Data**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.35
DESCRIPTION OF DATA: All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City.

**Homestead Applications**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.4965, subd. 3, 273.124, subd. 13
DESCRIPTION OF DATA: Social security numbers, affidavits or other proofs of entitlement to homestead status that are submitted by property owners or their spouses. The data may be disclosed to the Commissioner of Revenue or, under limited circumstances, the county treasurer.

**Library and Historical Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.40
DESCRIPTION OF DATA: Data that links a library patron's name with materials requested or borrowed or with a specific subject about which the patron has requested information; data in applications for borrower cards, other than the name of the borrower; data contributed to a historical records repository operated by the City, if the data was contributed under an agreement that restricts access or if access would significantly endanger the physical or organizational integrity of the data.

**Lodging Tax Data**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.495
DESCRIPTION OF DATA: Data, other than basic taxpayer identification data, collected from taxpayers under a lodging tax ordinance.

**Municipal Bonds Register Data**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 12, 475.55, subd. 6
DESCRIPTION OF DATA: Data with respect to the ownership of municipal obligations.

**Municipal Electric Utility Customer Data**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.685

DESCRIPTION OF DATA: Data on customers of municipal electric utilities.

**Municipal Self-insurer Claims**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 9(a), 471.617, subd. 5
DESCRIPTION OF DATA: Data about individual claims or total claims made by an individual under a self-insured health benefit plan of a municipality.

**Parking Space Leasing Data**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: The following data on an applicant for or lessee of a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, work telephone number and location of the parking space.

**Registered Voter Lists**
CLASSIFICATION(S): Confidential/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.607, subd. 6; 201.091
DESCRIPTION OF DATA: Information contained in the master list of registered voters.

**Security Service Data**
CLASSIFICATION(S): Nonpublic/Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.861, 13.37 and 13.82, subd. 2, 3 and 4.
DESCRIPTION OF DATA: Data collected, created, or maintained by a security service for the purpose of providing security services to the City.

**Social Recreational Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.548
DESCRIPTION OF DATA: For people enrolling in recreational or other social programs: name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of an individual.

**Solid Waste Collector Customer Lists**
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.7411, subd. 4 (c), 115A.93, subd. 5
DESCRIPTION OF DATA: Customer lists provided to the City by solid waste collectors.

**Transportation Service Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.72, subd. 10
DESCRIPTION OF DATA: Personal, medical, financial, familial or locational information, except the name, of applicants or users of transportation services for the disabled or elderly.

## COMMUNITY DEVELOPMENT

**Appraisal Data**
CLASSIFICATION(S): Confidential / Protected Nonpublic / Public
GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 3
DESCRIPTION OF DATA: Appraisals made for the purpose of selling or acquiring land through purchase or condemnation. Data made confidential or protected nonpublic may, among other ways set forth in the statute, become public at the discretion of the City, determined by majority vote of the City Council.

**Award Data**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.48
DESCRIPTION OF DATA: Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance.

**Benefit Data**
CLASSIFICATION(S): Private / Public
GOVERNING STATUTE: Minn. Stat. § 13.462
DESCRIPTION OF DATA: Data on individuals, corporations and/or partnerships collected or created when individuals, corporations and/or partnerships seek information about becoming, is or was an applicant for or recipient of benefits or services provided under any housing, home ownership, rehabilitation and community action agency, Head Start, or food assistance programs administered by the City.

**Convention Center Data**
CLASSIFICATION(S): Private / Nonpublic / Public
GOVERNING STATUTE: Minn. Stat. § 13.55
DESCRIPTION OF DATA: Letters or documentation from any person who makes inquiry to or who is contacted by the convention facility regarding availability of the facility for staging events; identity of firms and corporations that contact the facility; the type of event that the contacting person wants to stage in the facility; suggested terms of rentals and responses of staff to such inquiries are non public data. The names, addresses and contact persons for individual exhibitors if the facility determines that privacy is necessary to protect the competitive position of the facility or its customers.

**Housing Agency Data**
CLASSIFICATION(S): Confidential / Private / Protected Nonpublic / Nonpublic / Public
GOVERNING STATUTE: Minn. Stat. § 13.585
DESCRIPTION OF DATA: Correspondence between the agency and agency's attorney containing data collected as part of an active investigation undertaken for the purpose of the commencement or defense of potential or actual litigation; income information on individuals collected and maintained to determine property tax classification eligibility; data pertaining to negotiations with property owners regarding the purchase of property.

**Property Complaint Data**
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 1
DESCRIPTION OF DATA: Data that identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.

**Redevelopment Data**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.59
DESCRIPTION OF DATA: Names and addresses of individuals and businesses and the legal descriptions of property owned by individuals and businesses, when collected in surveys of individuals conducted by the City for the purposes of planning, development, and redevelopment.

## PERSONNEL

**Applicants for Appointment and Members of Advisory Boards**
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 3
DESCRIPTION OF DATA: Data on applicants for appointment to the City Council or City commission are private except that the following are public: name, city of residence (except when the appointment has a residence requirement that requires the entire address to be public), education and training, employment history, volunteer work, awards and honors, prior government service, any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes Section 15.0597, and veteran status.

Once the individual is appointed, the following additional items become public: residential address and either a telephone number or electronic mail address where the person can be reached, first and last dates of service on the Council or commission, the existence and status of any complaints or charges against the individual, and upon completion of an investigation of a complaint or charge against an individual, the final investigative report is public, unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by the City for use by an appointee is public. An appointee may use an electronic mail address or telephone number provided by the City as the designated electronic mail address or telephone number at which he or she can be reached.

**Employee Drug and Alcohol Tests**
CLASSIFICATION(S): Confidential / Private
GOVERNING STATUTE: Minn. Stat. §§ 13.7905, subd. 5(c), 181.954, subd. 2 and 3
DESCRIPTION OF DATA: Results of employee drug and alcohol tests.

**Employment and Training Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.47
DESCRIPTION OF DATA: Data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state or local resources.

**Examination Data**
CLASSIFICATION(S): Private / Confidential
GOVERNING STATUTE: Minn. Stat. § 13.34
DESCRIPTION OF DATA: Completed versions of personnel and licensing examinations.

**Human Rights Data**
CLASSIFICATION(S): Confidential / Private / Protected Nonpublic / Public
GOVERNING STATUTE: Minn. Stat. §§ 13.552, 363A.28 and 363A.35
DESCRIPTION OF DATA: Data maintained by the human rights department of the City, including: investigative data in an open case file; the name and address of the charging party or respondent, factual basis of the allegations, and statute or ordinance under which the charge is brought; investigative data in a closed case file.

**Labor Relations Information**
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.

**Personnel and Employment Data**
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.43.
DESCRIPTION OF DATA: Data on individuals maintained because the individual is or was an employee of or an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the City.
Generally all data about persons who are or were an employee, an applicant for employment, a volunteer, or an independent contractor are private, with the exceptions noted below. *NOTE: This section applies to members of the City Council after their election or appointment to the Council. It also applies to applicants for appointment to the City Council (e.g., in case of vacancy), but not to candidates for election to the City Council, together with Minnesota Statutes Section 13.601 (see "Applicants for Appointment and Members of Advisory Boards" above.).*

***Public Data - Applicants***

The following data on current and former applicants is public:

* Veteran Status
* Relevant test scores
* Rank on eligibility list
* Job history
* Education and training
* Work availability
* Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (which occurs when the person has been selected to be interviewed by the appointing authority)
* Names of applicants for appointment to and members of an advisory board or commission.

***Public Data - Employees***

The following data on current and former employees (including Council members), volunteers, and independent contractors are public:

* Name
* Employee identification number, which may not be a social security number
* Actual gross salary
* Salary Range
* Terms and conditions of employment relationship
* Contract fees
* Actual gross pension
* Value and nature of employer paid fringe benefits
* Basis for and the amount of added remuneration, including expense reimbursement, in addition to salary
* Job title
* Bargaining unit
* Job description
* Education and training background
* Previous work experience
* Date of first and last employment
* The existence and status (but not nature) of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action
* Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the City.

* Complete terms of any agreement settling any dispute arising from the employment relationship, including a "buyout" agreement as defined in Minnesota Statutes Section 123B.143, subdivision 2, paragraph (a). The agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money;
* Work location
* Work telephone number
* Badge number
* Work-related continuing education
* Honors and awards received
* Payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other non-public data.

***"Final disposition" of a disciplinary action:*** a final disposition occurs when the City makes its final decision about the disciplinary action, regardless of the possibility of any later proceedings or court proceedings. Final disposition includes a resignation by an individual when the resignation occurs after the final decision of the City, or arbitrator. In the case of arbitration proceedings arising under collective bargaining agreements, a final disposition occurs at the conclusion of the arbitration proceedings, or upon the failure of the employee to elect arbitration within the time provided by the collective bargaining agreement.

A disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action.

The City may display a photograph of a current or former employee to a prospective witness as part of the City's investigation of any complaint or charge against the employee.

A complainant has access to a statement provided by the complainant to the City in connection with a complaint or charge against an employee.

Notwithstanding other provisions contained in Minnesota Statutes Section 13.43, subdivision 2, upon completion of an investigation of a complaint or charge against a public official, or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

***"Public Official"*** means:

* the chief administrative officer, or the individual acting in an equivalent position, in all political subdivisions

Data relating to a complaint or charge against a public official are public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. This paragraph does not authorize the release of data that are made not public under other law.

***Undercover Law Enforcement Officer***

All personnel data about an undercover law enforcement officer is private until no longer assigned to those duties. Then, the officer is subject to the same rules applicable to other employees unless the City determines that revealing the data would threaten the officer's safety or jeopardize an active investigation.

***Access by Labor Organizations***

Personnel data may be given to labor organizations and to the Bureau of Mediation Services to the extent this it is necessary to conduct elections, notify employees of fair share fee assessments, or to implement state labor laws.

***Employee Assistance Programs***

All data associated with employee assistance programs is private.

***Harassment***

When there is a harassment complaint against an employee, the employee may not have access to data that would identify the complainant or other witnesses if the data would threaten the personal safety of the complainant or witness, or subject the complainant or witness to harassment. However, summary information will be provided to the employee in order for him/her to prepare for a disciplinary proceeding that has been initiated.

***Peer Counseling Debriefing***

Data acquired by a peer group member in a public safety peer counseling debriefing is private data on the person being debriefed.

***Protection of Employee or Others***

If it is reasonably necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, information that is relevant to the safety concerns may be released to (1) the person who may be harmed or to the person's attorney when relevant to obtaining a restraining order, (2) a prepetition

screening team in the commitment process, or (3) a court, law enforcement agency or prosecuting authority.

***Continuity of Operations***

An employee's personal home contact information may be used to ensure that an employee can be reached in event of an emergency or other disruption affecting continuity of operations of the City or other government entity, including sharing the information with another government entity.

**Salary Benefit Survey Data**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.435
DESCRIPTION OF DATA: Salary and personnel benefit survey data purchased from consulting firms, nonprofit corporations or associations or obtained from employers with the written understanding that the data shall not be made public.

## PUBLIC SAFETY

**911 Emergency Telephone Service**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 6, 403.07, subd. 3 and 4
DESCRIPTION OF DATA: Names, addresses and telephone numbers provided to a 911 system.

**Ambulance Service Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.381, subd. 12, 144E.123
DESCRIPTION OF DATA: Ambulance reports/pre-hospital medical care data are private data on individuals.

**Arson Investigation**
CLASSIFICATION(S): Confidential / Public
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 26, 299F.055 and 299F.056
DESCRIPTION OF DATA: Information relating to a fire loss or potential fire loss.

**Child Abuse Report Records**
CLASSIFICATION(S): Confidential / Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (b), 13.82, subd. 8 and 9 and 626.556
DESCRIPTION OF DATA: Active or inactive investigative data that identify a victim of child abuse or neglect reported under Minnesota Statutes Section 626.556 are private data on individuals. Active or inactive investigative data that identify a reporter of child abuse or neglect under Minnesota Statutes Section 626.556 are confidential data on individuals, unless the subject of the report compels disclosure under Minnesota Statutes Section 626.556, subd. 11. Investigative data that become inactive under Minnesota Statutes Section 626.556, subd. 7 (a) or (b) and that relate to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minnesota Statutes Section 626.556, subdivision 2 are private data.

**Corrections and Detention Data**
CLASSIFICATION(S): Confidential / Private / Public
GOVERNING STATUTE: Minn. Stat. § 13.85
DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained by a City correctional or detention facility, the release of which would disclose medical, psychological, financial or personal information not related to the individual's detainment or which would endanger an individual's life; detention data, the release of which would endanger an individual's life, endanger the effectiveness of an investigation, identify a confidential informant, or clearly endanger the security of any institution or its population.

**Crime Alert Requests**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 12 and 611A.0393
DESCRIPTION OF DATA: Contact information provided by a citizen requesting a disability accessible crime alert.

**Crime Victim Notice of Release**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5 (a), 611A.06
DESCRIPTION OF DATA: All identifying information regarding a crime victim, including a victim's request for notice of release and a notice of release made pursuant to Minnesota Statutes Section 611A.06.

**Criminal Gang Investigative Data System**
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 14, 299C.091
DESCRIPTION OF DATA: Data in the criminal gang investigative data system are confidential data on individuals as defined in Minnesota Statutes Section 13.02, subdivision 3, but are accessible to law enforcement agencies and may be released to the criminal justice agencies.

**Criminal History Data**
CLASSIFICATION(S): Private / Public
GOVERNING STATUTE: Minn. Stat. § 13.87
DESCRIPTION OF DATA: Criminal history data maintained by agencies, political subdivisions and statewide systems are classified as private, pursuant to Minnesota Statutes Section 13.02, subdivision 12, except that the data created, collected or maintained by the Bureau of Criminal Apprehension that identify an individual who was convicted of a crime, the offense of which the individual was convicted, associated court disposition and sentence information, controlling agency and confinement information are public data for 15 years following the discharge of the sentence imposed for that offense.

**Data on Videotape Consumers**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 325I.02, subd. 2, 13.487, subd. 3
DESCRIPTION OF DATA: Personally identifiable information concerning a videotape consumer that a law enforcement agency obtains in connection with an action commenced by the videotape seller or provider to collect fines for overdue or unreturned videotapes or collection for unpaid videotapes.

**Detention Data**
CLASSIFICATION(S): Private / Confidential / Public
GOVERNING STATUTE: Minn. Stat. § 13.85
DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained because of their lawful confinement or detainment in a correctional or detention facility, including a City jail or lockup.

**Diversion Program Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 18, 299C.46, subd. 5
DESCRIPTION OF DATA: Names and identifying data concerning diversion program participants that are maintained in the criminal justice data communications network.

**Domestic Abuse Data**
CLASSIFICATION(S): Confidential / Public
GOVERNING STATUTE: Minn. Stat. § 13.80
DESCRIPTION OF DATA: Data on individuals collected, created, received or maintained by the Public Safety Department pursuant to the Domestic Abuse Act.

**E-Charging Data**
CLASSIFICATION(S): Private/Nonpublic, Confidential/Protected Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.871, subd. 11 and 299C.41.
DESCRIPTION OF DATA: Credentialing data is private or nonpublic data. Auditing data and workflow and routing data are classified as provided by other law.

**EMT or First Responder Misconduct Data**
CLASSIFICATION(S): Confidential/Protected Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.383, subd. 2, 144E.305, subd. 3.
DESCRIPTION OF DATA: Reports of emergency medical technicians, emergency medical technicians-intermediate, emergency medical technicians-paramedic or first responder's misconduct are considered to be confidential or protected nonpublic while an investigation is active. Except for the Emergency Medical Services Regulatory Board's final determination, all communications or information received by or disclosed to the Board relating to disciplinary matters of any person or entity subject to the Board's regulatory jurisdiction are confidential and privileged and any disciplinary hearing shall be closed to the public.

**Explosives Use and Storage**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.6905, subd. 28a; Minn. Stat. § 299F.28 and 299F.75, subd. 4
DESCRIPTION OF DATA: Data related to use and storage of explosives by individuals holding a permit, including locations of storage, place and time of intended use of explosives or blasting agents, and place and means of storage of explosives or blasting agents. Data may be shared with a government entity or utility whose job duties require access to a facility containing explosives but may not be disclosed to anyone not directly involved in work to be completed at the site where the explosives or blasting agents are stored or used.

**Firearms Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.87, subd. 2
DESCRIPTION OF DATA: Data about the purchase or transfer of firearms and applications for permits to carry firearms.

**Hazardous Substance Emergency**
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 27, 299F.095 and 299F.096, subd. 1
DESCRIPTION OF DATA: Information contained in hazardous materials notification reports made pursuant to Minnesota Statutes Sections 299F.091 to 299F.099.

**Health Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.3805, subd. 1
DESCRIPTION OF DATA: Data on individuals created, collected, received or maintained by the City relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe or protect the public health.

**Integrated Search Service Data**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.873
DESCRIPTION OF DATA: Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the Bureau of Criminal Apprehension

**Investigative Detention Data**
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.86
DESCRIPTION OF DATA: Data created, collected, used or maintained by a City correctional or detention facility that, if revealed, would identify an informant who provided information about suspected illegal activities and is likely to subject the informant to physical reprisals by others.

**Law Enforcement Data**
CLASSIFICATION(S): Private / Confidential / Public/ Non Public
GOVERNING STATUTE: Minn. Stat. §§13.82, 259.10, subd. 2
DESCRIPTION OF DATA: Certain arrest data, request for service data, and response or incident data are public data.

An audio recording of a call placed to a 911 system for the purpose of requesting service from law enforcement, fire or medical emergency is private data on individuals, except that a written transcript of the audio recording is public, unless it reveals the identity of an individual otherwise protected under Minnesota Statutes Section 13.82, subdivision 17.

Criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is still active. Investigative data that are a person's financial account number or transaction numbers are private or nonpublic data at the close of the investigation.

Photographs that are part of inactive investigative files and that are clearly offensive to common sensibilities are classified as private or nonpublic, provided that the existence of the photographs shall be disclosed to any person requesting access to the inactive investigative file.

Data on court records relating to name changes under Minnesota Statutes Section 259.10, subdivision 2 which is held by a law enforcement agency is confidential data on an individual while an investigation is still active and is private data on an individual when the investigation becomes inactive.

Data in arrest warrant indices are classified as confidential data until the defendant has been taken into custody, served with a warrant or appears before the court, except when the law enforcement agency determines that the public purpose is served by making that information public.

Data that uniquely describe stolen, lost, confiscated or recovered property are classified as either private data on individuals or nonpublic data depending on the content.

Financial records of a program that pays rewards to informants are protected nonpublic data in the case of data not on individuals or confidential data in the case of data on individuals.

Data on registered criminal offenders are private data on individuals.

Data in missing children bulletins are public data.

Data that reflect deliberative processes or investigative techniques of law enforcement agencies are confidential data on individuals or protected nonpublic data, provided that information, reports, or memoranda that have been adopted as the final opinion or justification for a decision of a law enforcement agency are public data.

Booking photographs are public data.

Data that would reveal the identity of persons who are customers of a licensed pawnbroker, secondhand goods dealer or scrap metal dealer are private data on individuals.

Data describing the property in a regulated transaction with a licensed pawnbroker, secondhand goods dealer or scrap metal dealer are public.

**Orders for Protection and No Contact Orders**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 13 and 299C.46, subd. 6
DESCRIPTION OF DATA: Data from orders for protection or no contact orders and data entered by law enforcement to assist in enforcement of those orders. Data about the offender can be shared with the victim for purposes of enforcement of the order.

**Peace Officer Discipline Procedures**
CLASSIFICATION(S): Confidential / Private / Public
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6(p), 626.89, subd. 6 and 13.43

DESCRIPTION OF DATA: Investigative report made by a law enforcement agency in connection with a peace officer disciplinary matter; identities of confidential informants in such matters; identities of witnesses expected to testify in disciplinary hearings.

**Peace Officer Records on Juveniles**
CLASSIFICATIONS(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.875, subd. 2, 260B.171, subd. 5.
DESCRIPTION OF DATA: Peace officers' records of children who are or may be delinquent or who may be engaged in criminal acts.

**Reports of Gunshot Wounds**
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (a), 626.53
DESCRIPTION OF DATA: A report made by a health professional concerning a wound or injury arising from or caused by discharge of a firearm or inflicted by the perpetrator of a crime using a dangerous weapon other than a firearm.

**Safe at Home Program Participants**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.805 and 5B.07, subd. 1(b).
DESCRIPTION OF DATA: Identity and location data on a Safe at Home program participant not otherwise classified by law are private data. "Program participant" means an individual certified as a program participant under Minnesota Statutes Section 5B.03. "Identity and location data" means any data used to identify or physically locate a program participant, including but not limited to the program participant's name, residential address, work address, and school address, and that is collected received or maintained prior to the date a program participant's certification expires, or notice of withdrawal from the participant. Private or confidential identity and location data on a program participant who submits a notice in writing that the participant is certified in the Safe at Home address confidentiality program may not be shared with any other government entity or disseminated to any person unless 1) the program participant has expressly consented in writing to sharing the dissemination of the data for the purpose in which the sharing will occur; 2) the data are subject to dissemination pursuant to a court order; or 3) the data are subject to sharing pursuant to Minnesota Statutes Section 5B.07, subdivision 2. Regardless of whether certification has been submitted, the City must accept the address designated by the Secretary of State as a program participant's address, and is subject to the requirements contained in Minnesota Statutes Section 5B.05.

**Sex Offender HIV Tests**
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5(b), 611A.19, subd. 2
DESCRIPTION OF DATA: Results of HIV tests of sex offenders must be handled in accordance with Minnesota Statutes Section 611A.19.

**Sexual Assault Crime Victims**
CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3(e), 609.3471
DESCRIPTION OF DATA: Data that identifies a victim who is a minor, in records or reports relating to petitions, complaints or indictments made for criminal sexual conduct in the first, second, third or fourth degrees.

**Undercover Buy Fund**
CLASSIFICATION(S): Confidential / Private / Public
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 13, 299C.065, subd. 4
DESCRIPTION OF DATA: An application to the Commissioner of Public Safety for a grant pursuant to Minnesota Statutes Section 299C.065; information within investigative files that identifies or could reasonably be used to ascertain the identity of assisted witnesses, sources, or undercover investigators; information in a report at the conclusion of an investigation pertaining to the identity or location of an assisted witness.

**Use of Motor Vehicle to Patronize Prostitutes**
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3 (c) and 609.324, subd. 5
DESCRIPTION OF DATA: Notation in a driving record that the driver has used a motor vehicle to patronize prostitutes, but becomes public if the person has been convicted previously of patronizing a prostitute or another violation under Minn. Stat. § 609.324 or 609.322.

**Videotapes of Child Abuse Victims**
CLASSIFICATION(S): Private / Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.821, 611A.90
DESCRIPTION OF DATA: Videotapes in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse.

**Vulnerable Adult Report Records**
CLASSIFICATION(S): Private / Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (l), 626.557, subd. 12(b).
DESCRIPTION OF DATA: Reports made pursuant to Minnesota Statutes Section 626.557 of possible incidents of maltreatment of vulnerable adults; identities of individuals making such reports.

Adopted by the City of Cottage Grove on August 14, 2013.

_____
Ryan Schroeder, City Administrator

# City Council Action Request

# 7.K.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | 2026 Strategic Plan Mid-Year Update |
| **Staff Recommendation** | Receive the 2026 Strategic Plan Mid-Year Update. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 2026 Strategic Plan Mid-Year Memo |
| 2. | Strategic Plan Mid-Year Report July 2026 |

| | |
|---|---|
| **To:** | Honorable Mayor and City Council Members |
| **From:** | Jennifer Levitt, City Administrator |
| **Date:** | July 8, 2025 |
| **Subject:** | 2026 Strategic Plan Mid-Year Update |

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This report provides an update on progress toward the goals and objectives established in the 2026 Strategic Plan.

The mid-year report summarizes the three strategic pillars, Enhancing Quality of Life for Residents, Thriving Business and Tourism Environment, and Remaining an Employer of Choice, which represent the City of Cottage Grove's highest priorities for the year. Each pillar includes four high-level performance targets that define expected outcomes and how they will be measured.

The report highlights key accomplishments since the plan's launch and assesses progress made within each strategic direction.

The purpose is to inform the Council about the progress to date and to seek feedback on future strategic direction.

**Recommendation**

Receive the 2026 Strategic Plan Mid-Year Update.

City of Cottage Grove | www.cottagegrovemn.gov

Cottage Grove

Where Pride and Prosperity Meet

# Strategic Plan Mid-Year Report

July 15, 2026

City of Cottage Grove

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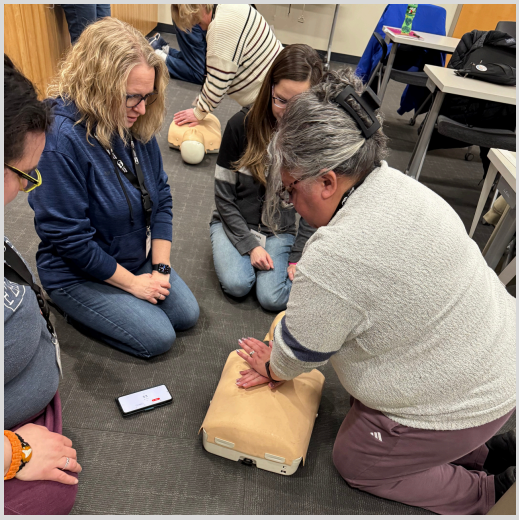
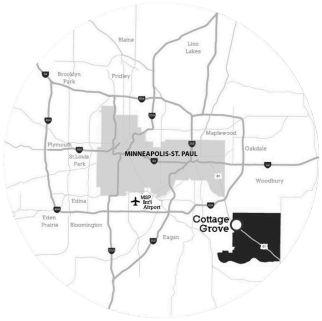


# Executive Summary

On January 10, 2026, the City of Cottage Grove convened a strategic planning meeting. This collaborative initiative led to the creation of a strategic plan designed to steer the City's priorities and initiatives for the year ahead.




The strategy is centered around three fundamental pillars: Enhancing Quality of Life for Residents, Thriving Business and Tourism Environment, and Remaining an Employer of Choice. These key focus areas are of utmost significance to the City of Cottage Grove in the upcoming year. Each pillar is underpinned by four high-level performance targets that outline expected outcomes and establish criteria for measuring success.

Additionally, the plan delineates four strategic directions:

- Engaging Residents Where They Are
- Continuing Sustainable Growth
- Making Cottage Grove a Recreation Destination
- Remaining an Employer of Choice

Each direction encompasses essential success factors that will be used to assess progress toward the desired objectives.

The planning initiative commenced with a comprehensive group discussion on January 10, 2026. The city’s leadership team, in collaboration with the city council, engaged in a full-day strategic planning session. During this session, they established a series of priorities, key outcomes, and performance targets.

From these priorities, the city’s management team identified a range of strategic initiatives and developed detailed action plans. The mission statement, three pillars, strategic directives, and success factors are summarized on the following page.

# Strategic Plan Summary 2026

## 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 enforcement. | 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. | | |

# Our Mission

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

# Pillar 1: Enhancing Quality of Life for Residents

## GOAL

Cottage Grove strives to provide life cycle housing for all residents through diverse housing options.

### Mid-Year Update

The City continues to provide diverse housing options for residents. The City is providing bonding support for Roers' proposed affordable housing project. Hadley Ridge, a fully affordable 164-unit development, is using LAHA funds in the form of a forgivable loan and assistance from the Met Council to bring their project to fruition. Yellow Tree will soon begin construction of their 186 market rate units with 10 years of tax abatement to assist with significant site improvement costs.

## GOAL

Provide positive, responsive, and professional interaction with all services offered by the city while maintaining a safe and thriving community.

### Mid-Year Update

Public Safety surveys continue to report more than a 90% customer satisfaction score.

Building inspection schedule time and building permit plan review times outlined in the Building Strategic Plan have been and continue to be met providing a consistent level of customer service to builders and residents.

Customer service remains a top priority for the Parks and Recreation Department. This focus is implemented to each and every employee through training and mentorship. Continuous improvement remains a part of this focus. Significant growth year over year in programming, rental and service provisions are validation of that success.

# Pillar 1: Enhancing Quality of Life for Residents

## GOAL

Cottage Grove has a wide variety of premier community events, recreational amenities and natural open spaces for everyone to enjoy.

## Mid-Year Update

The recreation department has added new programs such as pickleball leagues, Paddle with a National Park Ranger, St. Patrick's Day Ice Painting, and Movies and Ice Skating. The team also expanded programs for archery, fishing, pickleball, skating, puzzle competitions, adult softball and more. The construction of Denzer Park has been authorized and plans have been made for Peterson Park, Military Trailhead, and Ravara Trails. Oltman Park is now fully constructed and East Ravine Park and Trail Plan had been reaffirmed with the Commissions.

In addition to the park plans and recreational offerings, the City has updated the recreational vehicle ordinance and launched a multi-faceted initiative to enhance e-bike and scooter safety in our parks and trails.

Public Safety staff continues to collaborate with event coordinators to ensure proper safety plans, security, and traffic controls are maintained during community events.

The City's Convention and Visitors Bureau will be hosting the 4th Annual Food truck Festival at Kingston Park which is not only a community event but draws visitors from across the Twin Cities and Wisconsin. Estimated attendance is between 14,000 and 16,000 people.

## GOAL

Assure sustainable environmental standards and health practices including providing treated drinking water to meet all state and federal standards for PFAS.

## Mid-Year Update

Cottage Grove continues to treat the City's drinking water with PFAS treatment systems, including five interim plants and one permanent facility.

# Pillar 2: Thriving Business and Tourism Environment

## GOAL

Cottage Grove aims to create a dynamic business environment which generates jobs and increases tax base.

## Mid-Year Update

The City continues to assist local businesses by helping to navigate programs available through DEED. Business retention and expansion meetings have been scheduled with a focus on childcare. The Economic Development Authority approved three applications for the Facade Improvement Program to businesses in need of improvements to their exterior facades.

CGPD proactively patrols parks, businesses, and construction zones to promote safety and security. The Implementation of Flock ALPR cameras deter crime while enhancing investigative capabilities. Public Safety continues to partner with East Metro Crime Collaboration to target crime using shared intelligence, proactive prevention, and community trust. Two daytime traffic safety officer positions have been created, demonstrating a commitment to traffic safety for businesses.

## GOAL

Cottage Grove partners with the local Chamber of Commerce to support local businesses and creates an environment to succeed.

## Mid-Year Update

The City and Chamber consistently collaborate through monthly staff meetings, Chamber Board meetings, Coffee's On and Business After Hours, and other events. The City continues to support the Chamber by sponsorship and participation in Chamber events such as the Chamber Showcase and Annual Swing for Scholarships Golf Tournament.

Public Safety partnered with the Cottage Grove Area Chamber of Commerce to support businesses and inform them of their rights during Operation Metro Surge.

# Pillar 2: Thriving Business and Tourism Environment

## GOAL

Cottage Grove Public Safety provides proactive community-oriented services to assist businesses.

### Mid-Year Update

The Community Impact Team continues to provide safety and security planning along with training to businesses and churches.

The Fire Department has offered numerous CPR and first aid training opportunities.

## GOAL

Cottage Grove Convention and Visitors Bureau supports the hotel and event community locally to promote tourism in Cottage Grove.

### Mid-Year Update

The City continues to work with local event venues and other businesses related to tourism to find creative ways to promote them on behalf of Discover Cottage Grove. The Convention and Visitors Bureau participated in the marketplace at Strawberry Fest and will host the 4th Annual Food Truck Festival in September 2026.

# Pillar 3: Remain an Employer of Choice

**GOAL**

Cottage Grove strives to be a workplace that is reflective of the community.

## Mid-Year Update

Job opportunities are posted on various websites and social media in an attempt to reach the widest audience possible. The police cadet and recent fire cadet programs help to recruit diverse talent. The CGPD Explorer and Reserve programs also help to recruit a diverse group of candidates and serve as a pathway to full-time employment.

**GOAL**

Cottage Grove seeks to recruit and retain top talent, offering ongoing training and career opportunities.

## Mid-Year Update

Annual performance reviews, and training plan updates keep employees and supervisors aligned.

The police department added a 3rd K9 position, is pursuing grant funding for another Case Management Detective, and is making progress in the assigned squad program. CGPD crime scene team is now fully operational.

The fire department has participated in specialized rescue training. The public safety department solidified their vision, core values, and strategic plans building a culture of excellence.

The completion of the Fire Standards of Cover Study led to the application to the SAFER grant to fund an additional firefighter/paramedic.

The Benefits Taskforce continues to review additional benefits to inform direction for the upcoming year. The City also implemented the mandated Minnesota Paid Leave and continues to see employees taking advantage of this added benefit.

# Pillar 3: Remain an Employer of Choice

## GOAL

Cottage Grove has achieved an organizational culture dedicated to efficient operations and excellent delivery of services.

### Mid-Year Update

Public Safety continues to leverage technologies that promote efficiency within the organization and safety for the community (AI reporting, Flock, Vector Solutions, etc.).

Completion of the City Hall lobby and front counter area minimizes distraction and provides an open service area for residents, contractors, builders and other City Hall guests.

## GOAL

Cottage Grove is a good financial steward which leads to a stable work environment.

### Mid-Year Update

The City's long-term commitment to conservative budgeting, utilization of a comprehensive financial management plan, careful expenditure monitoring, and strategic allocation of resources has positioned the organization to navigate economic fluctuations without compromising essential services.

The City's disciplined financial practices have also been recognized externally. Cottage Grove maintains a AAA bond rating reflecting its strong financial position, robust reserves, and prudent fiscal management. Additionally, the City earned the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA), for the 35$^{th}$ consecutive year. These honors highlight the City's commitment to transparent, accurate, and accessible financial reporting, reinforcing the trust of residents, partners, and investors.

# Strategic Direction 1: Engaging Residents Where They Are

## GOAL

Create strategic video communications that demystify city operations and humanize City government.

### Mid-Year Update

The communications team continues to work with departments to make sure their message is being shared with the community in a way that is accessible to all.

Internal video production continues to be a focus, with highly effective videos being made on road construction projects, the launch of the "Behind the Badge" series to show what Public Safety staff are like on the job and outside of it, and even a viral video on conducting CPR. The City participated in the Annual League of Minnesota Cities Conference by presenting on a panel titled Show, Don't Tell: Visual Storytelling Tools for City Leaders.

## GOAL

Continue data-driven social media content and continue to engage with the community when appropriate.

### Mid-Year Update

The City developed a Crisis Communication Plan. A tabletop exercise will be scheduled sometime in the second half of 2026. A robust social media presence continues to promote engagement, transparency, and public safety education.

## GOAL

Complete the study and plan for the Safe Streets for All federal grant.

### Mid-Year Update

After delays at the federal level, the Safe Streets for All grant was approved in May. A Request for Proposals for consultants to deliver the study was released in June.

# Strategic Direction 1: Engaging Residents Where They Are

**GOAL**

Continue to promote community events across City social media platforms when appropriate.

**Mid-Year Update**

The communications team has run successful paid and unpaid promotion of Strawberry Fest. Plans are in place to promote Food Truck Festival, One Family Fest, Parks and Recreation events, Dodge Nature Center, River Oaks, and more.

Paid advertising for Patio Week will begin the second week of July 2026. New this year is a 20-second ad spot (commercial) that will run on paid ads on social media. Increased local business buy-in thanks to collaboration with City Economic Development and Cottage Grove Chamber of Commerce.

**GOAL**

Work with Washington County and DARTS to expand transportation options to residents.

**Mid-Year Update**

DARTS has returned to a structured route rather than the on-call model. This return provides more consistency for residents.

**GOAL**

Expand the Case Management Unit (CMU) and community paramedics program.

**Mid-Year Update**

Three additional community paramedics have been certified and grants have been applied for to help fund an additional CMU detective. Sharing the success of the CMU helps to gain support for future expansion.

# Strategic Direction 1: Engaging Residents Where They Are

**GOAL**

Evaluate efficiencies related to building inspections and code enforcement.

## Mid-Year Update

The City continues to investigate online inspection scheduling, virtual inspection options, and technology available to support efficient inspections.

The City met with builders in February to introduce the inspectors, discuss upcoming changes to State building code, and review the most common code violations. The City recently made updates to the ordinance about trash cans and is just wrapping up the preventative sweep for the year.

**GOAL**

Continue to implement CVB Strategic Plan.

## Mid-Year Update

Development of a redesigned CVB website is underway and progress is supported by the board. Logo redesign also began Summer 2026. The City successfully designed and delivered the annual Visitor Guide.

# Strategic Direction 2: Continuing Sustainable Growth

**GOAL**

Complete the final design and deliver the County 19A and 100th Street Realignment Project.

## Mid-Year Update

A final alignment was selected and provided to 3M for review in April 2026. $9.6 million in bonds were approved by the State of Minnesota, fully funding the base project of constructing a realigned 100th Street and bridge over the CPKC railroad. The City is continuing to pursue additional funding through a federal BUILD grant and Community Project Funding grant.

**GOAL**

Implement 3M settlement projects while maintaining an interim treatment plant that meets all PFAS standards.

## Mid-Year Update

Work continues on the Intermediate Zone Water Treatment Plant, with cast-in-place concrete nearing completion as of June. Design work is planned to begin on the Intermediate Zone Raw Water Main project in late summer 2026.

# Strategic Direction 2: Continuing Sustainable Growth

**GOAL**

Recruit a business-class hotel developer to construct a hotel as part of the Shoppes at Cottage View development.

**Mid-Year Update**

The City is continuing to solicit feedback from hotel developers and collect insight on the economic environment of the hospitality industry. The City also attended ICSC in Las Vegas to showcase the hotel property.

**GOAL**

Develop a 10-year plan for EDA, HRA, and LAHA programs and priorities.

**Mid-Year Update**

The City is working to develop a LAHA program policy while reviewing existing policies for the EDA and HRA programs.

**GOAL**

Implement online building inspection scheduling.

**Mid-Year Update**

Work is continuing on the implementation plan within the software.

**GOAL**

Deliver the 80th Street Rehabilitation project.

**Mid-Year Update**

The 80th Street Rehabilitation Project was awarded in April and work began that month. Work continues on schedule. The City continues to work on providing a robust communications campaign to assist drivers and businesses through the project.

# Strategic Direction 2: Continuing Sustainable Growth

**GOAL**

Complete the redevelopment of the Cedarhurst Mansion site.

## Mid-Year Update

The EDA closed on a loan in January for the Cedarhurst project. The developer held a groundbreaking ceremony for the project. Construction is anticipated to be completed by May 2027.

**GOAL**

Engage with Xcel Energy to develop a defined pathway for future industrial power infrastructure.

## Mid-Year Update

City Council and staff held a roundtable meeting with Xcel Energy representatives on May 6 to discuss improvements in energy services. The City continues to engage with Xcel Energy business representatives when submitting industrial sites to the State for development.

**GOAL**

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.

## Mid-Year Update

A grant application was submitted to fund seven new firefighter/paramedic positions and replacement of the SBCAs with the SAFER grant.

# Strategic Direction 2: Continuing Sustainable Growth

**GOAL**

Develop a plan for the financing and construction of the new Public Works and Parks Facility.

## Mid-Year Update

The City completed a review of estimated costs for 20-year and 30-year build options for the new Public Works and Parks Facility. These costs have been compared with recent market data to ensure accuracy, with escalation costs to deliver the project in future years. The City continues to explore funding options including research being done on local sales tax.

**GOAL**

Develop a Master Plan for Grey Cloud Island in conjunction with the Imagine 2050 Comp Plan update.

## Mid-Year Update

The City is working to strategize an agreement with Washington County for evaluating the current vision for the island.

# Strategic Direction 3: Making Cottage Grove a Recreation Destination

**GOAL**

Pursue development of Mississippi Dunes Park with pursuit of grant funds.

**Mid-Year Update**

Grant funding requests have been submitted and are waiting responses from:

- MN DNR Outdoor Recreation
- MN State Park Road Account
- Legislative-Citizen Commission on Minnesota Resources (LCCMR)

The City was recently notified that we received a $3 million award from the 3M Priority 2 Settlement.

**GOAL**

Care for and/or reinvest into current recreational assets, including Kingston Park Building and Ice Arena.

**Mid-Year Update**

Building design is complete for Kingston Park. Development plans and specifications for the Ice Arena remodel have also been authorized.

**GOAL**

Modify Public Landscapes Initiative to re-balance and restore right of way landscaping in key areas of the community for public beautification.

**Mid-Year Update**

Completed development of garden plans and are coordinating with vendors to receive quotes for the work.

**GOAL**

Study East Ravine Parks & Trail Plan to assure both recreational service and financial preparedness for impending development.

**Mid-Year Update**

The plan is complete and has been reviewed with Council and Parks, Recreation and Natural Resources Commission.

# Strategic Direction 3: Making Cottage Grove a Recreation Destination

**GOAL**

Create unique recreational places and spaces that are signature landmarks to Cottage Grove.

## Mid-Year Update

All master planned future parks focus on historical properties of the site or name to connect emotion with place. Mississippi Dunes Park, Peterson Park, and Military Trailhead are great examples of unique park design. Denzer Park gives nod to the namesake with a Jack's 76 themed playground. This park also includes the City's first elevated shelter which will overlook the Mississippi River Valley.

**GOAL**

Leverage key recreational facilities and park buildings to be points of pride for the community and improve the local economy.

## Mid-Year Update

Strategizing design on facility enhancements into both River Oaks and the Ice Arena to improve those assets for the community and patrons. Prepared unique and functional park building designs for Kingston Park and Mississippi Dunes Park that are awaiting funding.

River Oaks updated the business plan to include a five-year roadmap for improvements to the course and facilities.

**GOAL**

Explore new and creative marketing initiative such as, but not limited to, social media influencers, paid online advertising, paid media and others.

## Mid-Year Update

Communications and the Parks and Recreation team have collaborated to develop a social media influencer program early in 2026 with a goal of launching in summer or fall of 2026. The City continues to take advantage of online advertising with boosted posts and other tools to create mass awareness of programs and events.
Communications also created a new Instagram page which gives the City access to the platform for the first time in over 5 years.

# Strategic Direction 4: Remaining an Employer of Choice

## GOAL

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.

### Mid-Year Update

Under the direction of the Standards of Cover Study, the City applied for the SAFER grant to fund the addition of 7 new firefighter/paramedics and budgeted for a contingency plan, applied for a grant to replace aging SCBAs, planned the future remodel and expansion of the Central Fire Station, explored modifications to the EMS PSA, and began decommissioning Station 4. The City is also exploring options for land acquisition for a future southwest fire station.

## GOAL

Continue employee recognition programs (Years of Service, Police, Fire).

### Mid-Year Update

The City continues to celebrate the outstanding achievements of employees with various programs. In March, fifteen employees were recognized for their combined 135+ years of service with a luncheon at River Oaks. Public Safety also held both Police and Fire appreciation/award banquets.

Former Public Safety Director Pete Koerner was awarded the Service to Youth Award by the Youth Service Bureau at their annual gala.

# Strategic Direction 4: Remaining an Employer of Choice

## GOAL

Develop training programs for employees at all levels such as the Emerging Leaders Cohort, Leadership Summit, book studies and guest speakers.

### Mid-Year Update

- Police and Fire continued to develop individualized training plans to accomplish mandatory training while offering specialized training, professional conferences, and unique leadership programs.
- Yearly training plans are being completed by all employees.
- Leadership Summit was held for all supervisors who manage people.
- Thirty-three Cottage Grove employees participated in a voluntary Emerging Leadership Cohort with Newport and St. Paul Park employees.
- This fall's Leadership Book Study will be on *Turn the Ship Around!* by L. David Marquet.

## GOAL

Continue to grow and enhance employee engagement programs (GOLD Award, Lunch and Learn, Safety Committee, Health and Wellness).

### Mid-Year Update

Employee engagement initiatives continue to thrive. The Safety Recognition Lunch is set for July. The Wellness Committee has updated their website and, starting in February, launched a monthly newsletter titled the Wellness Wire. This newsletter covers various topics that promote physical, emotional, financial, and intellectual wellness, and much more.

Lunch and Learn topics this Spring included CPR and AED training, IT training, Online safety training for parents, and homesteading. Lunch and Learns will continue in October 2026.

Five employees were awarded the 2026 GOLD Award (Growth, Opportunity, Leadership and Development).

# Strategic Direction 4: Remaining an Employer of Choice

**GOAL**
Continue retention interviews and new hire interviews.

### Mid-Year Update
So far in 2026, the City has received 12 retention surveys, conducted 8 retention interviews, and held 6 new hire interviews.

**GOAL**
Continue the use of the Financial Management Plan.

### Mid-Year Update
The Financial Management Plan is used throughout the year to communicate financial implications into the future and to develop the budget.

**GOAL**
Complete the Compensation and Classification Study with Paypoint HR.

### Mid-Year Update
The staff survey has been completed and the draft results are currently being used to inform labor negotiations.

# Strategic Planning Participants

The strategic plan was crafted through the commitment and teamwork of numerous individuals. At the forefront, the city council dedicated time and attention to long-term visioning, establishing a clear direction and defining outcomes that align with the community's priorities and those of its key partners.

City senior staff played a crucial supporting role by offering operational insights and constructively questioning conventional methods, which helped to refine and enhance the planning process.

**City Council**

Myron Bailey, Mayor
Dave Thiede, Councilmember
Justin Olsen, Councilmember
Monique Garza, Councilmember
David Clausen, Councilmember

**Department Heads**

Jennifer Levitt, City Administrator
Emily Schmitz, Community Development Director
Brenda Malinowski, Finance Director
Zac Dockter, Parks and Recreation Director
Brad Petersen, Interim Public Safety Director
Ryan Burfeind, Public Works Director

# City Council Action Request

# 7.L.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Firefighters Labor Contract Memorandum of Agreement |
| **Staff Recommendation** | Approve the Memorandum of Agreement as an addendum to the 2025-2026 Firefighters Labor Contract. |
| **Budget Implication** | Included in the existing payroll budget implications. |

**Attachments**

| | |
|---|---|
| 1. | Memo - Service Pay MOA |
| 2. | MOA- Service Pay |

| | |
|---|---|
| **To:** | Honorable Mayor and City Council Members<br>Jennifer Levitt, City Administrator |
| **From:** | Joe Fischbach, HR Manager |
| **Date:** | July 8, 2026 |
| **Subject:** | Firefighters Labor Contract Memorandum of Agreement (MOA) |

## Background

For the 2025-2026 Firefighters contract, the City and Union negotiated lump sum service payments of $0.50 per hour once employees reached full-time service intervals of 5 years. The payments were paid in lump sum payments in January and July. In reviewing the labor contract with the City's new labor attorney, it was determined that these amounts should be part of the employee's base pay for determining an employee's overtime rate. As such, the City will be paying back pay on eligible overtime hours from 2025 and through July 12, 2026. July 12th is when the current 28-day cycle ends for payroll. Starting July 13th and forward, the $0.50 per hour intervals will be added to the employees' base rate of pay. This pay currently affects four employees.

## Recommendation

Approve the Memorandum of Agreement as an addendum to the 2025-2026 Firefighters labor contract. The MOA is attached to this memo.

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between City of Cottage Grove (hereafter "City") and Cottage Grove Professional Firefighters Association IAFF Local 2570 (hereafter "Union").

**WHEREAS,** the City and the Union are parties to a collective bargaining agreement negotiated pursuant to PELRA; and

**WHEREAS,** Article XXI of the collective bargaining agreement includes the following provision:

> For each 5 years of full-time Cottage Grove Fire Department Service, employees will get a $0.50 per hour payment, split in to two payments annually. The two equal payments will be made in January and July.

**WHEREAS,** the City seeks to include the $0.50 per hour payment into base hourly wages versus payable as a lump sum for payroll purposes.

**NOW, THEREFORE,** the City and Union agree as follows effective on July 13, 2026:

1. Article XXI of the collective bargaining agreement shall be amended as follows:

   ~~For each 5 years of full-time Cottage Grove Fire Department Service, employees will get a $0.50 per hour payment, split in to two payments annually. The two equal payments will be made in January and July~~.

2. Employees with 5 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by $0.50 per hour.

3. Employees with 10 years of full-time Cottage Grove Fire Department Service shall have their hourly wage increased by $1.00 per hour.

4. This Memorandum of Agreement shall not constitute a precedent with regard to any matter between the parties.

4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

**IN WITNESS WHEREOF,** the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2026.

| IAFF LOCAL 2570 | CITY OF COTTAGE GROVE |
|---|---|
| _____ | _____ |
| Date | Date |
| _____ | _____ |
| Date | Date |

# City Council Action Request

# 7.M.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Professional Services Agreement - GMP Consultants |
| **Staff Recommendation** | Approve the professional services agreement with GMP Consultants in the amount of $5,500 plus expenses. |
| **Budget Implication** | $5,500 - Utility Fund - **Need Verification** |

**Attachments**

| | |
|---|---|
| 1. | Memo - GMP Consultants Memo |
| 2. | Agreement for Professional Services_GMP Consultants with Exhibit A |

**To:** Honorable Mayor and City Council Members

**From:** Joe Fischbach, HR Manager

**Date:** July 8, 2026

**Subject:** Professional Services Agreement - GMP Consultants

---

## Background

In February of this year, the Utilities Superintendent position was posted. The City received a handful of applications that met the minimum requirements of the position. Ultimately, none of the applicants were hired.

This position has a limited number of qualified candidates as it requires a unique combination of supervision, technical experience with linear asset management, and project management applicable to public utilities (mainly water and sewer). The ideal candidate will have already secured or be in position to secure water and wastewater operator licensures through the Department of Health and the Pollution Control Agency. This position also requires a keen understanding of linear asset management as well as the strategies and tools available for operations/maintenance as well as capital improvement planning and programming.

With the limited candidate pool and the City's unsuccessful recruitment earlier this year, the City solicited interest from public sector recruitment firms. GMP Consultants expressed interest and submitted the attached proposal. City Administrator Levitt spoke with them at the League of Minnesota Cities annual conference and is confident they can assist the City in recruiting and selecting a qualified candidate for the position

The professional services agreement was prepared by City Attorney Korine Land.

## Action Requested

Approve the professional services agreement with GMP Consultants in the amount of $5,500 plus expenses.

# 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 South, Cottage Grove, Minnesota 55016, ("City") and GMP Consultants, 7041 Cascade Avenue SE, Snoqualmie, Washington 98065 ("Consultant").

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

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

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

1. SERVICES.

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

        i. A proposal dated June 17, 2026, incorporated herein as Exhibit A.

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

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

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

2. PAYMENT.

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

    b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the

authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

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 upon the City's hiring of a Utilities Superintendent or pursuant to the terms under Section 4 of this Agreement, whichever occurs first. 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 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.

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

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. 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, unless specifically provided for in Exhibit A.

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 Joe Fischbach to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Jennifer Monsivais and Kate Hansen to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant:
GMP Consultants
7041 Cascade Avenue SE
Snoqualmie, WA 98065
Attention: Greg M. Prothman

Or emailed: greg@gmphr.com

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

15. GENERAL PROVISIONS.

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

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

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

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

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

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

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

[The remainder of this page is intentionally left blank]

**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen, Acting Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

**GMP CONSULTANTS ("CONSULTANT")**

Signature: Greg Prothman

Name: Greg Prothman

Its: President

Date: 7/2/26

# EXHIBIT A

June 2026

# Utilities Superintendent Sourcing Recruitment Proposal

For the City of Cottage Grove, MN

PRESENTED BY

**Greg M. Prothman**
President, GMP Consultants

**GMP CONSULTANTS**
Greg@gmphr.com
(206) 714-9499
www.gmphr.com

GMP CONSULTANTS

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|---|---|
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| About Us | 04 |
| Meet Your Recruitment Team | 05 |
| Work Plan & Approach | 07 |
| Professional Fees & Expenses | 08 |
| Warranty | 08 |

GMP CONSULTANTS

June 17, 2026

Mr. Joe Fischbach
Human Resources Manager
City of Cottage Grove
12800 Ravine Parkway S
Cottage Grove, MN 55016

Dear Mr. Fischback,

Thank you for considering our proposal to assist the City of Cottage Grove with the recruitment of its next Utilities Superintendent. We are pleased to offer you an excellent alternative to the more expensive traditional recruitment process.

We recommend GMP's Sourcing Recruitment. Our team will conduct targeted and aggressive marketing and outreach, including extensive emails, a direct mail flyer and a job posting on GMP's website and LinkedIn page. Once a finalist is chosen, GMP conducts background and reference checks.

GMP's Sourcing Recruitment includes the "Candidate Sourcing App," letting you manage resumes, candidate selection, and notifications online. GMP handles background and reference checks. This partnership allows you to benefit from GMP's candidate sourcing expertise at a significantly reduced fee.

If you have any questions or would like to discuss your specific needs, please do not hesitate to contact me at (206)714-9499 or greg@gmphr.com. I look forward to the opportunity to work with the City of Cottage Grove on this important recruitment.

Sincerely,

Greg M. Prothman
President

# About Us

## Our Foundation

GMP Consultants is a public sector executive search firm with a collective 630 years of local government leadership experience. We pride ourselves in strong regional and national relationships.

GMP Consultants value the importance of local government in our communities. We offer our clients experienced subject matter experts with a solid understanding of municipal government coupled with decades of experience.

We have served in a wide range of executive positions, from city and county management to public works, planning, human resources, management information systems, police, fire and finance.

## Our Qualifications

Founded and led by Greg M. Prothman, GMP consultants have worked on over 800 executives searches and over 100 public sector consulting projects.

Our senior search consultants are seasoned municipal leaders who are active in both national and state associations in their respective professional disciplines.

## Our Philosophy

Our business philosophy centers on the understanding that this is a people related industry.

We have worked and lived in communities across the country, so we know first-hand that public service is both similar and unique in implementation one community to the next.

Our team takes the time to learn your values and vision so we can tailor our systematic process to your needs.

# GMP Consultant's Mission

*To provide exceptional executive search, interim placements, and organizational consulting partnering with our clients to provide the highest quality services to their residents.*

# Meet Your Recruitment Team

## Jennifer Monsivais – Project Manager

Jen is a dedicated, customer service-oriented professional with ten years of experience working within a University Athletic program. Throughout her career, she has built a reputation for being approachable, reliable, and deeply committed to creating positive experiences for internal and external stakeholders alike. Jen thrives in collaborative environments and finds genuine fulfillment in helping others identify and pursue their full potential. Whether supporting clients, coordinating across departments, or assisting community members, she brings a thoughtful, people-first mindset to everything she does. Her passion for service and strong communication skills make her a trusted resource and valued team member in any setting.

## Kate Hansen – Operations Manager

Kate brings 20 years of project management and administration experience spanning private business, nonprofit, and government. She is a certified Project Management Professional (PMP) and holds a B.A. in Theatre from Chapman University, with an emphasis in stage management. Kate brings a distinguishing blend of attention to detail, creativity, and critical thinking. Having served as a fire district administrator, political campaign manager and elected official, Kate possesses multi-faceted experience in local government.

# Work Plan & Approach

*We understand that this is not just filling a position but is a leadership transition within your organization. Our goal is to not only find a highly qualified candidate but a candidate who is the perfect fit for your organization and the community.*

We suggest the following process:

## PHASE 1: PREPARATION

- Review Search Timeline
- Identify Agency Information Needed
- Design Invitation to Apply Flyer

## PHASE 2: SOURCING

- Place Targeted Advertisements
- Mail Invitation to Apply Flyers
- Send Emails to Potential Candidates

## PHASE 3: ASSESSMENT & SELECTION

The Agency Reviews & Selects

- Use GMP's Candidate Sourcing App to Screen Candidates
- Conduct Final Interviews
- GMP Conducts Background & Reference Checks on the Selected Candidate

# 1. Preparation

*Information Gathering & Profile Development*

### Planning Meeting

We meet with you to:

- Review the scope of work
- Collectively establish a project schedule
- Identify information needed for marketing materials

---

### Invitation to Apply Development

Develop an "Invitation to Apply" Flyer:

- Your Agency
- The Position
- Education & Experience
- Compensation
- Your social media

---

### Introduction to the Candidate Sourcing App

Candidates apply thru GMP's job board. The Candidate Sourcing app provides the ability to manage all candidate applications including:

- Access to all application materials
- Record your notes on each candidate
- Update a candidate's status throughout the process
- Send regrets emails
- Provide a download of all applications for records retention

# 2. Sourcing

*Strategic Outreach & Marketing*

### Advertising

GMP develops custom ads and posts the position to extensive job boards and websites in regional and national professional associations along with postings on GMP's Job Board and LinkedIn page

---

### Invitation to Apply

Our team mails the custom *Invitation to Apply flyer* to our extensive database of Public Utility professionals in your state and the surrounding areas

---

### E-mail Outreach

We send email announcements to our collection of Public Utility professionals

## 3. Assessment & Selection

*Candidate Review & Screening*

| | |
|---|---|
| Using the Candidate Sourcing App | The City of Cottage Grove will:<br>• Review all applicants<br>• Select the most promising candidates for further review<br>• Conduct the final interview process<br>• Send out regrets emails to the unsuccessful candidates |
| Selected Candidate | GMP:<br>Conducts reference & background checks including - education verification, criminal history, driving record, and sex offender check on your selected candidate |

# Professional Fee & Expenses

The fee for conducting a Utilities Superintendent sourcing search is $5,500 plus expenses. Fees are at the beginning of the advertising. If needed, re-advertising the position can be completed for an administrative fee of $950 plus expenses.

**Expenses Include:**

| | |
|---|---|
| Job boards | $800 - $1,500 |
| Direct Mail Announcements | $600 - $1,200 |
| Background Checks | $225 per candidate |
| Emails | Free |

# Warranty

### Warranty

If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment for an $950 administrative fee plus expenses.

# Welcome to MARYSVILLE

## WHY APPLY?

The Utilities and Maintenance Services Director position offers a unique opportunity to serve as a transformational leader within the City of Marysville. The Director will lead the Utilities and Maintenance Services Department as they embark on an ambitious capital improvement program to support the needs of this fast-growing community.

The City benefits from a stable political environment and a committed and supportive executive team who are guided by collaboration and empowerment. Departmental staff are engaged and eager to continue the work underway to realign operations and enhance service delivery. For a leader committed to change management and seeking a career-defining opportunity, Marysville offers the chance to make a lasting impact within a supportive, family-friendly community, positioning the City for excellence now and into the future.

Dear Colleague,

GMP Consultants is assisting the **City of Marysville**, WA in finding a **Utilities & Maintenance Services Director**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to others who may be interested?

Thank you for your consideration and assistance.

**Greg Young, GMP Consultants**
**gyoung@gmphr.com / (360) 410-8626**

GMP CONSULTANTS
Greg M. Prothman, President

EST. 1891
MARYSVILLE
WASHINGTON

## THE CITY OF MARYSVILLE

The City of Marysville is a full-service city serving a population of 76,000 across 20 square miles with a 2025 budget of $213 million and a team of 389 FTEs. Departments include Executive, Legal, HR, Finance, Information & Geographic Systems, Engineering Services, Community Development, Police Department, Marysville Municipal Court, Utilities & Maintenance Services, and Parks, Culture, & Recreation.

## THE UTILITIES & MAINTENANCE SERVICES DIRECTOR

Reporting to the City Administrator, the Utilities & Maintenance Services Director is responsible for the overall vision, direction, and leadership of the Utilities & Maintenance Services Department to ensure optimum service delivery to the community and alignment with strategic priorities and operation initiatives. Responsibilities include formulating policies and procedures, managing daily operations, and long-range planning and programming of public facilities and utilities.

The Utilities & Maintenance Services Department was established in 2024 following a restructuring of the Public Works Department. Divisions include Water, Storm/Surface, Wastewater, and Solid Waste utilities, as well as Maintenance Services (which includes parks, fleet, and facilities maintenance).

**View full position profile at gmphr.com**

## EDUCATION & EXPERIENCE

- 10 years of progressively responsible experience in a local government setting with 5 or more years of progressively responsible experience managing a utility.
- 5 years of supervisory experience.
- Bachelor's degree with major coursework in engineering, public administration, environmental sciences, business management, construction management or closely related field. (Master's degree preferred.)

Or any satisfactory combination of education and experience and training which demonstrates the knowledge, skills, and abilities to successfully perform the job.

**LEARN MORE**

**Visit: gmphr.com**

**Salary Range: $209,694 to $263,061 annually DOQ**

**First Review: Rolling interviews until April 5, 2026**

**More Info: Greg Young, GMP Consultants**
**gyoung@gmphr.com / (360) 410-8626**

GMP CONSULTANTS

# City Council Action Request

# 7.N.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Styker PROCARE - LUCAS Device |
| **Staff Recommendation** | Approve the attached quote at the price of $11,112.00 ($5,556 per year) for a 24-month renewal of the Stryker ProCare Plan for our LUCAS devices. |
| **Budget Implication** | Included in the Public Safety Budget |

**Attachments**

| | |
|---|---|
| 1. | Memo - Lucas Device PROCARE |
| 2. | City of Cottage Grove-Pro Care Lucas SYK clean copy 07.07.2026 |

| | |
|---|---|
| **To:** | Honorable Mayor and City Council<br>Jennifer Levitt, City Administrator |
| **From:** | Nick Arrigoni, Deputy Fire Chief |
| **Date:** | July 7th, 2026 |
| **Subject:** | Stryker ProCare Plan (LUCAS Devices) |

---

## Background

The Cottage Grove Fire Department (CGFD) operates three Advanced Life Support (ALS) ambulances, each equipped with multiple pieces of life-saving equipment designed to ensure the highest quality of patient care. Among this equipment are LUCAS devices, which perform automated CPR during cardiac arrest incidents. These devices remove the element of human error from chest compressions, ensuring consistent, effective CPR delivery in critical moments. In addition to the LUCAS devices, CGFD utilizes a variety of Stryker equipment essential to safe and efficient patient handling, including:

- Stretchers
- Power-Loads
- Stair Chairs

All these pieces of equipment are covered under the Stryker ProCare Plan, which provides annual service and preventative maintenance to ensure optimal performance and reliability. Preventative maintenance assures the equipment meets FDA requirements for patient use.

At the conclusion of the 24-month term, the LUCAS devices will be due for replacement, and further evaluation will be conducted to determine the best replacement strategy.

## Recommendation

The Cottage Grove Fire Department is recommending the approval of the attached quote at the price of $11,112.00 ($5,556 per year) for a 24-month renewal of the Stryker ProCare Plan for our LUCAS devices.

stryker

## 2 Year Prevent

| | | | |
|---|---|---|---|
| Quote Number: | 11246346 | | |
| Version: | 1 | Division: | Medical |
| Prepared For: | CITY OF COTTAGE GROVE | Rep: | Ryan LaMarre |
| | Attn: | Email: | |
| | | Phone Number: | |
| GPO: | CUSTOMER CONTRACT | | |
| Quote Date: | 01/23/2026 | | |
| Expiration Date: | 08/01/2026 | DUAL Service Rep Name: | Donald Johnson |
| | | DUAL Service Rep Email: | |
| Contract Start: | 02/01/2026 | | |
| Contract End: | 01/31/2028 | | |

| **Delivery Address** | | **Bill To Account** | |
|---|---|---|---|
| Name: | CITY OF COTTAGE GROVE | Name: | CITY OF COTTAGE GROVE |
| Account #: | 20003326 | Account #: | 20126629 |
| Address: | 7516 80TH ST S | Address: | 12800 RAVINE PKWY |
| | COTTAGE GROVE | | COTTAGE GROVE |
| | Minnesota 55016-3177 | | Minnesota 55016-6103 |

### ProCare Products:

| # | Product | Description | Months | Qty | Sell Price | Total |
|---|---|---|---|---|---|---|
| 1.0 | LUCAS-FLD-PROCARE | PROCARE-SVC-LUCAS-FIELD-REPAIR<br>√ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 24 | 3 | $3,704.00 | $11,112.00 |
| | | | ProCare Total: | | | $11,112.00 |

### Price Totals:

| | |
|---|---|
| Grand Total: | $11,112.00 |

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date



*This is not an Invoice*

stryker

## 2 Year Prevent

| | | | |
|---|---|---|---|
| Quote Number: | 11246346 | | |
| Version: | 1 | Division: | Medical |
| Prepared For: | CITY OF COTTAGE GROVE | Rep: | Ryan LaMarre |
| | Attn: | Email: | |
| | | Phone Number: | |
| GPO: | CUSTOMER CONTRACT | | |
| Quote Date: | 01/23/2026 | | |
| Expiration Date: | 08/01/2026 | DUAL Service Rep Name: | Donald Johnson |
| | | DUAL Service Rep Email: | |
| Contract Start: | 02/01/2026 | | |
| Contract End: | 01/31/2028 | | |

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

**Service Terms and Conditions:**
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.



*This is not an Invoice*

# Equipment Service Plan

| Line Item # | Model | ProCare Materials | Serial # |
|---|---|---|---|
| 1.0 | 99576-000063 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3521S377 |
| 1.0 | 99576-000063 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3520S211 |
| 1.0 | 99576-000063 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3520S215 |

stryker

# ProCare® Services

## Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.

## Your service details are:

### Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.

### Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:** Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.

### Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

### Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.

### Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.

### Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker.
All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

08/2025
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**ADDENDUM TO PROCARE MEDICAL QUOTE**

This Addendum ("**Addendum**") is entered into by and between the facility listed on the Quote ("**Customer**") and Stryker Sales, LLC, acting through its Medical Division ("**Stryker**") and modifies the ProCare Medical Quote ("**Quote**"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("**Term**").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "**Services**") to the Equipment set forth on the Quote ("**Equipment**").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance**. Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty**. During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT. The limitations of liability set forth herein shall not apply with respect to any loss or damage caused by the willful misconduct or gross negligence of Stryker and its employees, agents or representatives.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("**PPE**") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance**. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies. The obligations under this section shall not prohibit either Stryker or Customer's compliance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, or any other federal or state laws related to data privacy.

12. **Non-Solicitation and Non-Hire**. Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

13. **Background Check**. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
    a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
    b. Employment history verification;
    c. SSN trace, including address history verification;
    d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
    e. FDA Debarment and Disqualified/Restricted List search;
    f. OIG/HHS Exclusion List check;
    g. EPLS/GSA Exclusion List check;
    h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
    i. Motor vehicle check

    During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

15. **Termination.** This Addendum and the overall agreement between the Parties may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Addendum and Quote. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure that is acceptable to the other party.

16. **Subcontractors.** Stryker shall not enter into subcontracts for any of the services provided for in this Addendum and Quote without the express written consent of the Customer.

17. **Miscellaneous**. No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Minnesota. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

**********

# PURCHASE ORDER FORM

**Does the Customer require a PO# on invoices for payment?** ☐ **No** ☐ **Yes**
**If yes, do not use this form.**

**Check box confirming BILL TO and SHIP TO on quote is accurate.** ☐

| | **Customer # - 20003326** |
|---|---|
| **Company Name** | CITY OF COTTAGE GROVE |
| **Contact or Dept** | |
| **Phone** | |
| **Email** | |

| **Stryker Quote #** | **Grand Total Amount** |
|---|---|
| 11246346 | $11,112.00 |

**Authorized Customer:**

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**Check box if anything attached** ☐

***Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goodsand services on the Stryker Quote.***

***Service Terms and Conditions:**
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

# City Council Action Request

# 7.O.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | IT Department |
| **Agenda Category** | Action Item |
| **Title** | Building Access Controls Maintenance Upgrade |
| **Staff Recommendation** | Approve of the attached service agreement and proposal from Pro-Tec Design Solutions, as outlined in the attached quote, with all work to begin and conclude in 2026, at a project cost of $40,152.92. |
| **Budget Implication** | This project will be funded from the Information Services Maintenance and Repair 2026 budget in the amount of $40,152.92 |
| **Attachments** | 1. BAC Reader 2026 Concil Submittal |

Cottage Grove
Where Pride and Prosperity Meet

**To:** Honorable Mayor and City Council
Jennifer Levitt, City Administrator
Brenda Malinowski, Finance Director

**From:** Brian Bluhm, IT Manager

**Date:** May 18, 2026

**Subject:** Building Access Controls Maintenance Upgrade

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## Introduction

The City of Cottage Grove building utilizes electronic building access controls for most city buildings. Electronic building access controls allow for monitoring building access, remote scheduling of doors and greater flexibility for providing access to visitors. As with all technology, the card readers at each door are now obsolete and in need of an upgrade.

## Access Control Reader Security

As part of the City's ongoing efforts to modernize its security infrastructure and reduce operational risk, staff is recommending the replacement of legacy door access control readers with HID Signo multi-technology readers. The upgrade provides several organizational, security, and operational benefits:

- **Improved Security and Risk Reduction**
  Current legacy proximity (Prox) readers rely on unencrypted card technology that is vulnerable to cloning and unauthorized duplication. HID Signo readers support modern encrypted credential standards, including Seos and iCLASS SE, providing significantly enhanced protection against credential cloning, replay attacks, and other security threats. This upgrade aligns the City's physical access controls with contemporary cybersecurity and physical security best practices.
- **Support for Modern and Future-Proof Credentials**
  The Signo platform supports a broad range of credential types, including encrypted smart cards, mobile credentials, and next-generation NFC/BLE-based authentication. This ensures long-term compatibility with evolving industry standards and reduces the risk of future technology obsolescence.
- **Mobile and Digital Credential Capabilities**
  Upgrading enables optional deployment of mobile employee credentials, including support for Apple Wallet and Google Wallet integration. This provides increased convenience for staff,

reduces reliance on physical cards, and supports more streamlined onboarding and credential management processes.

- **Enhanced Reader Performance and Reliability**
  New readers offer improved read speed, better reliability in outdoor and harsh conditions, and more consistent performance. This reduces maintenance needs and improves daily user experience for staff and visitors.
- **Centralized Management and Remote Maintenance**
  HID Signo readers include support for centralized configuration, diagnostics, and firmware updates through HID Reader Manager. This minimizes technician site visits, reduces system downtime, and lowers long-term operational costs.
- **Compliance and Security Governance Benefits**
  The use of encrypted credentials and secure reader-to-controller communication (OSDP Secure Channel) supports compliance with modern physical security requirements and strengthens the City's overall security posture.
- **Readiness for Transition from Wiegand to OSDP**
  Signo readers natively support the Open Supervised Device Protocol (OSDP), an encrypted, bidirectional communication standard that replaces the older, insecure Wiegand protocol. This enables tamper detection, secure channel encryption, and improved system integrity.
- **Long-Term Cost Savings**
  While the initial investment includes reader replacement and associated installation costs, long-term expenses are reduced due to lower maintenance needs, standardized credential technology, and decreased reliance on physical card inventory.

## Proposals

To maintain a high level of security, staff used the MN State Cooperative Purchasing Contract to request an upgrade proposal from a preferred vendor, Pro-Tec Design Solutions. The vendor informed us that the manufacturer of the HID Class card readers is introducing a replacement program that saves costs for up to 100 card readers. The resulting proposal includes replacement and installation of electronic access control card readers at Cottage Grove City Hall, HERO Center and Glacial Valley Park. These locations were chosen due to card reader count and visitor traffic which will allow for newer card reader features to be utilized.

## Budget Implications

This project will be funded from the Information Services Maintenance and Repair 2026 budget in the amount of $40152.92

## Staff Recommendation

Staff recommend approval of the attached service agreement and proposal from Pro-Tec Design Solutions, as outlined in the attached quote, with all work to begin and conclude in 2026, at a project cost of $40,152.92

Pro-Tec Design

TRUSTED SECURITY SOLUTIONS™

**Prepared For**

City of Cottage Grove

Brian Bluhm

**Document Number**

PTDQ40055-03

# Proposal

Pro-Tec Design
TRUSTED SECURITY SOLUTIONS™
100% Employee Owned

**Sold To:** City of Cottage Grove
Brian Bluhm
12800 Ravine Parkway
Cottage Grove, MN 55016
United States

**Phone:** (651) 458-2880
**Fax:**
**Email:** bbluhm@cottagegrovemn.gov

**Ship To:** City of Cottage Grove
Brian Bluhm
12800 Ravine Parkway
Cottage Grove, MN 55016
United States

**Phone:** (651) 458-2880
**Fax:**
**Email:** bbluhm@cottagegrovemn.gov

## CARD ACCESS READER UPGRADE

Pro-Tec Design is pleased to submit this proposal for the upgrade and replacement of card access readers at the City of Cottage Grove City Hall, Hero Center, and Glacial Valley Park per the included Bill of Materials and Statement of Work.

This proposal shall follow state contract S-813(5) guidelines where applicable.
State Contract Release #: S-813(5)

Pro-Tec Design Contract #287647

Pricing in this proposal reflects current material costs, including applicable tariffs, duties, and fees as of the issue date. If new or modified government-imposed tariffs or fees materially impact costs within the quote's validity period, the Seller reserves the right to adjust pricing or revoke the quote. Any changes will be communicated in writing and require Buyer's written approval before proceeding. Pricing in this proposal reflects current material costs, including applicable surcharges related to global supply constraints driven by increased demand for AI infrastructure components (e.g., servers, GPUs, networking equipment, and related materials). Due to the rapidly shifting availability and cost of these components, this quote is valid for fourteen (14) calendar days from the issue date, except for server and server-related hardware pricing, which is valid for seven (7) calendar days from the issue date. If supply shortages, allocation changes, or vendor price adjustments materially impact costs within the applicable validity period, the Seller reserves the right to adjust pricing or revoke the quote. Any changes will be communicated in writing and require the Buyer's written approval before proceeding. Upon contract execution, Buyer acknowledges and agrees that the Seller may immediately order and invoice for all materials and equipment to secure current pricing and availability, regardless of the project's scheduled installation or deployment timeline. All invoices issued pursuant to this agreement are subject to Buyer's standard Net 30 payment terms, with payment due thirty (30) days from the date of invoice.

| Date | Quote Valid For |
|---|---|
| 06/08/26 | 30 days |

| Quote # | Rep | Terms |
|---|---|---|
| PTDQ40055-03 | Tyler Wachter | Net 30 days |

| Qty | Manf Part Number | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | **MATERIALS-CARD READER REPLACEMENT** | | |
| 48 | 40NKS-00-000000 | CARD/MOBILE CREDENTIAL READER, SIGNO, PROX, ICLASS AND SEOS | $340.52 | $16,344.96 |
| 3 | 40KNKS-00-000000 | READER WITH KEYPAD, SIGNO, SINGLE GANG, STANDARD PROFILE, ICLASS, PROX, MOBILE | $560.86 | $1,682.58 |
| 50 | 40NKS-00-000000 | CARD/MOBILE CREDENTIAL READER, SIGNO, PROX, ICLASS AND SEOS | $0.00 | $0.00 |
| 1 | | MISC AND SHIPPING | $663.64 | $663.64 |

| | | | | |
|---|---|---|---|---|
| | | **IMPLEMENTATION SERVICES** | | |
| 12 | STATE-PM | STATE CONTRACT - PROJECT MANAGEMENT | $95.00 | $1,140.00 |
| 0 | STATE - INSTALLER | STATE CONTRACT - INSTALLER (CABLING) | $67.00 | $0.00 |
| 104 | STATE JOURN TECH | STATE CONTRACT- TECHNICIAN | $119.00 | $12,376.00 |
| | | SubTotal | | $32,302.18 |
| | | **PROJECT MATERIALS-PUBLIC SAFETY BUILDING ACCESS ADDITIONS** | | |
| 1 | LNL-1320-S3 | DUAL READER INTERFACE MODULE - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 (5A) FORM C RELAYS | $791.37 | $791.37 |
| 2 | 6644-1 | MAGNETIC CONTACT RESISTER KIT | $4.86 | $9.72 |
| 2 | 40NKS-00-000000 | CARD/MOBILE CREDENTIAL READER, SIGNO, PROX, ICLASS AND SEOS | $340.52 | $681.04 |
| 2 | 199-12-B | MAGNETIC CONTACT, RECESSED, 1" DPDT, BROWN | $11.66 | $23.32 |
| 2 | DS160 | REX REQUEST TO EXIT DETECTOR, PIR, SOUNDER, LIGHT GRAY | $86.40 | $172.80 |
| 1 | 6300-US32D | ELECTRIC STRIKE, SURFACE MOUNT, FAIL-SECURE, 12/24VDC, SATIN STAINLESS STEEL | $903.70 | $903.70 |
| 2 | 6400 | ELECTRIC STRIKE, MODULAR, FOR MORTISE & CYLINDRICAL LOCKSETS, FAIL SECURE, 12/24VDC, 3-1/8" VERTICAL OPENING, 630 SATIN STAINLESS STEEL, 1/8" HORIZONTAL ADJUSTMENT, NON-HANDED, 3-HOUR UL FIRE RATED, INTERIOR OR EXTERIOR DOORS. | $622.56 | $1,245.12 |
| 300 | 16C-COMPOSITE-4 | CABLE, PLENUM, ALL-IN-ONE COMPOSITE ACCESS CONTROL YELLOW JACKET | $1.27 | $381.00 |
| 2 | | CONNECTION TO LOCKING HARDWARE | $0.00 | $0.00 |
| 1 | | MISC | $166.67 | $166.67 |
| | | **IMPLEMENTATION SERVICES** | | |
| 4 | STATE-PM | STATE CONTRACT - PROJECT MANAGEMENT | $95.00 | $380.00 |
| 4 | INSTALLATION | STATE CONTRACT - INSTALLER, CABLING | $60.00 | $240.00 |
| 24 | STATE JOURN TECH | STATE CONTRACT- TECHNICIAN | $119.00 | $2,856.00 |
| | | SubTotal | | $7,850.74 |
| | | Running SubTotal | | $40,152.92 |

| | |
|---|---|
| Parts and Labor | $40,152.92 |
| Est. Sales Tax | $0.00 |
| **Total** | **$40,152.92** |
| Annual Service Charges | $0.00 |

## *Statement of Work*

Pro-Tec Design will provide labor and material for the installation of the following:

READER REPLACEMENT PROJECT
(49) HID Signo Multi-Technology card readers at City Hall
(38) HID Signo Multi-Technology card readers at the Hero Center
(14) HID Signo Multi-Technology card readers at Glacial Valley Park
(*) Program Reader format to Lenel System
(*) The following reader locations to get Keypad readers
HERO Center: Training yard to garage, vestibule to lobby
City Hall: Back door to stairwell

PUBLIC SAFETY BUILDING ADDITIONS
Data Room Door B125:
(1) HID Signo Multi-Technology Card Reader
(1) Door Position Contact
(1) Request to Exit Motion Sensor
(1) VonDuprin Electric Strike
(1) Lenel 1320 Dual Reader module in existing Lenel enclosure
(1) Program and verify operation

Storage Room Door A110
(1) HID Signo Multi-Technology Card Reader
(1) Door Position Contact
(1) Request to Exit Motion Sensor
((1) VonDuprin Electric Strike
(*) Composite access control cabling from door location to panel in B125
(1) Terminate to new Dual Reader module listed above
(1) Program and verify operation

Assumptions:
Pricing and bill of material assumes that all card readers are wall mount form factor.
Owner to provide updated floorplan with reader locations prior to installation.
Pricing excludes any readers currently installed in elevator cabs.
Existing Lenel instance has reader license capacity to support the additional readers.
Existing lock power supply has capacity to support the additional card reader door.
Adminstrative rights for Lenel OnGuard to be provided to PTD for programming.
Individual access control permissions to be programmed by the end user.

This proposal does not include project documentation or an As-Built deliverable. If documentation or As-Builts are desired, they can be quoted separately or added via a change order.

## *Exclusions*

OUTAGES: Customer understands that over the course of this project that there may be outages as work is being performed.
STANDARD DOOR: Solution assumes a standard door deployment of a Card Reader, a Door Contact, an Electrified Lock, and a Rex. Deployments beyond this standard will be billed on a T&M basis.
POWER: 110VAC power and connection needs shall be provided by owner.
SUPPORT: Owner shall provide any technical assistance need during project. This includes IT staff providing access to workstations and servers, and personnel to determine best cable-run routes.
PROGRAMMING: Owner shall program all system information including, but not limited to, cardholder name, access privileges, and other system information not stated in scope.
DOOR HARDWARE: All door hardware shall be provided and installed by others unless stated otherwise.
NEC/NFPA/IBC: Project shall follow all applicable building and fire codes. This may require the client to coordinate with associated trades not specified in this scope.
WORK HOURS: This bid assumes technicians shall have access during an 8hr shift and be able to work between the core hours of 6am and 4pm Monday through Friday. If after hours or weekend labor is required, a different rate shall apply.
PARTITIONS: If work is taking place in areas where partitions, negative air, or dust remediation is required, it shall be provided by others.
PERMITS: Work in special areas that requires local permits are to be provided by others.
PENETRATIONS, CORING, & SLEEVING: Where existing pathway does not exist or requires expansion, any firewall penetrations, sleeving, and concrete coring shall be provided by others.
DEMOLITION: Removal of cabling, where needed shall be done by others or can be quoted separately by request.
ELECTRICAL: Customer Shall provide an electrician to hardwire power if needed.
POWER SUPPLIES: Existing power supplies are assumed to be sufficient to carry expected additional project load. If power supplies are found to be inadequate PTD is not responsible for replacing them. A signed change order shall be required to remediate any issues found.
PATCHING: Any remediation, patching and painting of walls, replacement of ceiling tiles, or other surfaces shall be provided by others.
CABLE: All conduit, cable, wire mold, fiber, and junction/back boxes shall be provided and installed by sub.

FIRE: Customer shall provide a Fire vendor for any fire tie-ins or related work that is needed or required.
LIFTS: Provided by others

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Thank you for the opportunity to provide you with this proposal. If you should need any further clarification or assistance, don't hesitate to contact me. To proceed with the project, please sign the Proposal Acceptance and return to me.

Thank you,
Tyler Wachter
Account Manager
5929 Baker Rd Ste 400
Minnetonka, MN 55345
Cell: (651) 783-6523

# PROPOSAL ACCEPTANCE

## CARD ACCESS READER UPGRADE

PTDQ40055-03 6/8/2026

**Bill To:** City of Cottage Grove
Brian Bluhm
12800 Ravine Parkway
Cottage Grove, MN 55016
United States
**Phone:** (651) 458-2880
**Fax:**
**Email:** bbluhm@cottagegrovemn.gov

For Full Terms and Conditions: www.pro-tecdesign.com/legal/

### City of Cottage Grove

Printed Name and Title: _____

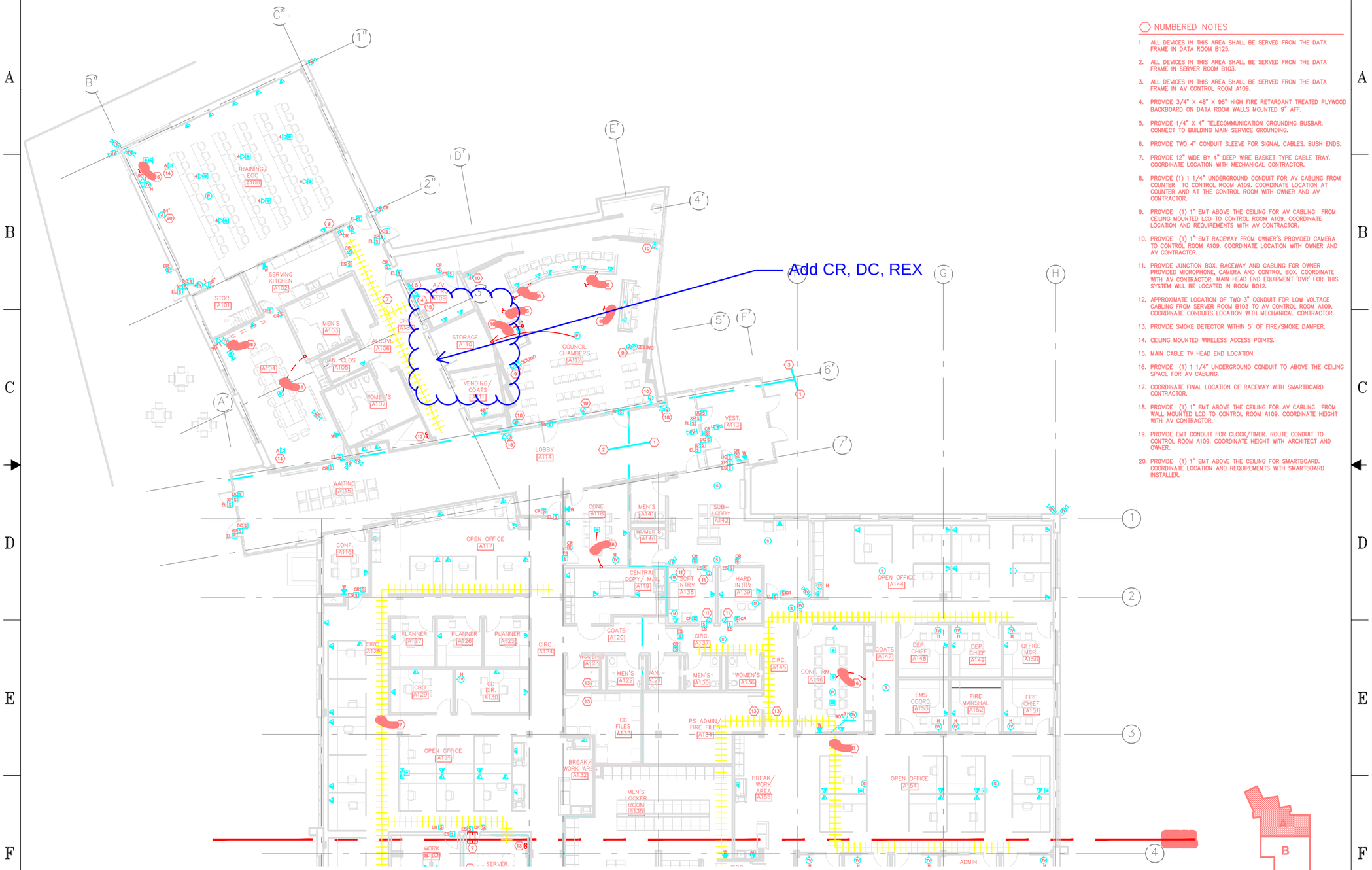
Signature: _____ Date: _____

PO# / Reference # (optional): _____

### Pro-Tec Design, Inc.

Printed Name and Title: ***Tyler Wachter*** ***Account Manager***

Signature: _____ Date: _____




## NUMBERED NOTES

1. ALL DEVICES IN THIS AREA SHALL BE SERVED FROM THE DATA FRAME IN DATA ROOM B125.
2. ALL DEVICES IN THIS AREA SHALL BE SERVED FROM THE DATA FRAME IN SERVER ROOM B103.
3. ALL DEVICES IN THIS AREA SHALL BE SERVED FROM THE DATA FRAME IN AV CONTROL ROOM A109.
4. PROVIDE 3/4" X 48" X 96" HIGH FIRE RETARDANT TREATED PLYWOOD BACKBOARD ON DATA ROOM WALLS MOUNTED 9" AFF.
5. PROVIDE 1/4" X 4" TELECOMMUNICATION GROUNDING BUSBAR. CONNECT TO BUILDING MAIN SERVICE GROUNDING.
6. PROVIDE TWO 4" CONDUIT SLEEVE FOR SIGNAL CABLES. BUSH ENDS.
7. PROVIDE 12" WIDE BY 4" DEEP WIRE BASKET TYPE CABLE TRAY. COORDINATE LOCATION WITH MECHANICAL CONTRACTOR.
8. PROVIDE (1) 1 1/4" UNDERGROUND CONDUIT FOR AV CABLING FROM COUNTER TO CONTROL ROOM A109. COORDINATE LOCATION AT COUNTER AND AT THE CONTROL ROOM WITH OWNER AND AV CONTRACTOR.
9. PROVIDE (1) 1" EMT ABOVE THE CEILING FOR AV CABLING FROM CEILING MOUNTED LCD TO CONTROL ROOM A109. COORDINATE LOCATION AND REQUIREMENTS WITH AV CONTRACTOR.
10. PROVIDE (1) 1" EMT RACEWAY FROM OWNER'S PROVIDED CAMERA TO CONTROL ROOM A109. COORDINATE LOCATION WITH OWNER AND AV CONTRACTOR.
11. PROVIDE JUNCTION BOX, RACEWAY AND CABLING FOR OWNER PROVIDED MICROPHONE, CAMERA AND CONTROL BOX. COORDINATE WITH AV CONTRACTOR. MAIN HEAD END EQUIPMENT 'DVR' FOR THIS SYSTEM WILL BE LOCATED IN ROOM B012.
12. APPROXIMATE LOCATION OF TWO 3" CONDUIT FOR LOW VOLTAGE CABLING FROM SERVER ROOM B103 TO AV CONTROL ROOM A109. COORDINATE CONDUITS LOCATION WITH MECHANICAL CONTRACTOR.
13. PROVIDE SMOKE DETECTOR WITHIN 5' OF FIRE/SMOKE DAMPER.
14. CEILING MOUNTED WIRELESS ACCESS POINTS.
15. MAIN CABLE TV HEAD END LOCATION.
16. PROVIDE (1) 1 1/4" UNDERGROUND CONDUIT TO ABOVE THE CEILING SPACE FOR AV CABLING.
17. COORDINATE FINAL LOCATION OF RACEWAY WITH SMARTBOARD CONTRACTOR.
18. PROVIDE (1) 1" EMT ABOVE THE CEILING FOR AV CABLING FROM WALL MOUNTED LCD TO CONTROL ROOM A109. COORDINATE HEIGHT WITH AV CONTRACTOR.
19. PROVIDE EMT CONDUIT FOR CLOCK/TIMER. ROUTE CONDUIT TO CONTROL ROOM A109. COORDINATE HEIGHT WITH ARCHITECT AND OWNER.
20. PROVIDE (1) 1" EMT ABOVE THE CEILING FOR SMARTBOARD. COORDINATE LOCATION AND REQUIREMENTS WITH SMARTBOARD INSTALLER.

| REV | DESCRIPTION | BY | DATE | ECR |
|---|---|---|---|---|
| 0 | PRELIMINARY | SPB | 2/29/2012 | |

Pro-Tec Design
TRUSTED SECURITY SOLUTIONS
SERVICE: (763)-553-1297 MAIN: (763)-553-1477

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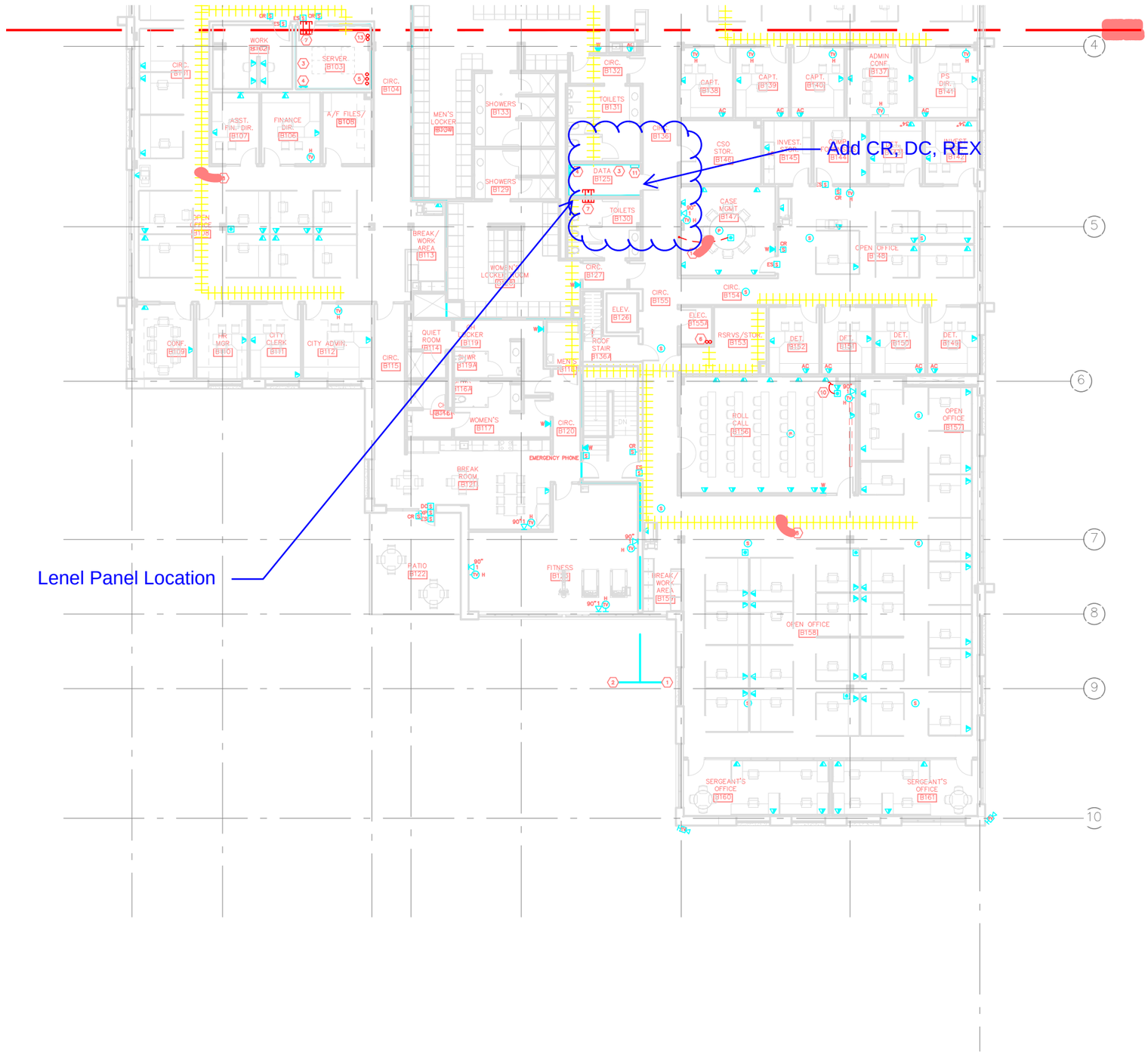
DRAWING TITLE:
COTTAGE GROVE CITY HALL
DEVICE LOCATIONS F1 AREA A

COTTAGE GROVE CITY HALL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
SECURITY DEVICES

| JOB NUMBER: | DRAWN BY: |
|---|---|
| #17341 | SPB |
| DATE: 2/29/2012 | REVISION: 0 |
| SHEET 6 OF 13 | |
| DRAWING NUMBER: SS1-004 | |

CAD DWG FILE: S:\Production\C\City of Cottage Grove\Cottage Grove City Hall\SecDwgs

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4. PROVIDE 1/4" X 4" TELECOMMUNICATION GROUNDING BUSBAR. CONNECT TO BUILDING MAIN SERVICE GROUNDING.
5. PROVIDE THREE 3" PCV CONDUITS STUBBED UP IN THE ROOM FROM EXTERIOR. SEE SITE PLAN DRAWING FOR CONTINUATION.
6. PROVIDE TWO 4" CONDUIT SLEEVES THRU THE FLOOR FOR SIGNAL CABLES TO LOWER LEVEL. BUSH ENDS.
7. PROVIDE TWO 4" CONDUIT SLEEVE FOR SIGNAL CABLES. BUSH ENDS.
8. PROVIDE 12" WIDE BY 4" DEEP WIRE BASKET TYPE CABLE TRAY.
9. NOT USED.
10. PROVIDE 1 1/4" UNDERGROUND EMT BUSHED TO ABOVE THE CEILING FOR AV CABLING.
11. PUBLIC ADDRESS HEAD END EQUIPMENT. VERIFY FINAL LOCATION WITHIN THE ROOM WITH CITY IT STAFF.
12. NOT USED.
13. LOCATION OF TWO 3" CONDUIT FOR LOW VOLTAGE CABLING FROM SERVER ROOM B103 TO AV CONTROL ROOM A109. COORDINATE EXACT LOCATION WITH CITY I.T. STAFF.

| REV | DESCRIPTION | BY | DATE | ECR |
|---|---|---|---|---|
| 0 | PRELIMINARY | SPB | 2/29/2012 | |


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DRAWING TITLE:
COTTAGE GROVE CITY HALL
DEVICE LOCATIONS F1 AREA B

COTTAGE GROVE CITY HALL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
VIDEO

| JOB NUMBER: | DRAWN BY: |
|---|---|
| #17341 | SPB |
| DATE: | REVISION: |
| 2/29/2012 | 0 |

SHEET 7 OF 13

DRAWING NUMBER:
SS1-005

KEY PLAN



CAD DWG FILE S:\Production\C\City of Cottage Grove\Cottage Grove City Hall\SecDwgs

# City Council Action Request

# 7.P.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Resolution |
| **Title** | 8077 River Acres Road Accessory Structure – Variance |
| **Staff Recommendation** | Adopt Resolution 2026-105 approving the variance request for a reduced corner yard setback of 10 feet when 20 feet is required at 8077 River Acres Road. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 8077 River Acres Variance CC Memo |
| 2. | 8077 River Acres Variance Resolution 2026-105 |
| 3. | 8077 River Acres Application and Narrative |
| 4. | 8077 River Acres Site Plan |
| 5. | 8077 River Acres Accessory Structure Plans |

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Kelly Becker, Associate Planner

DATE: July 6, 2026

RE: 8077 River Acres Road Accessory Structure – Variance

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## Proposal

John Caturia (Applicant), 8077 River Acres Road, has applied for a variance to reduce the corner yard setback to 10 feet for construction of a new accessory structure, where accessory structures are permitted in the front yard within the Mississippi River Corridor Critical Area Overlay (MRCCA) provided the structure meets the development standards of the underlying zoning district. The underlying zoning district is R-3, Single Family Residential, which requires a 20-foot setback for structures on corner lots.

**Site Location**

## Review Schedule

Application Received: May 21, 2026
Application Accepted: May 21, 2026
Planning Commission Meeting: June 22, 2026
City Council Meeting: July 15, 2026
60-Day Review Deadline: July 20, 2026

## Background

The subject property is described as Lot 7 of the House's River Acres plat, recorded in 1958, which includes 28 lots adjacent to the Mississippi River. There is an existing single-family dwelling and detached accessory structure on the lot. The detached accessory structure is considered the primary garage, as the house does not have an attached garage. The property is located within the Metropolitan Urban Service Area (MUSA), which is the area where public utilities, including sewer and water, are available and is identified in the City's Comprehensive Plan; however, the property is currently served by private well and septic.

**Existing House and accessory structure**

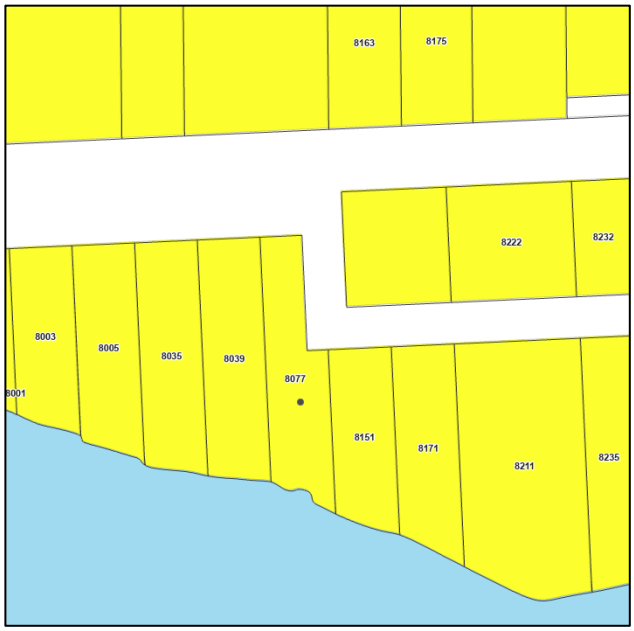
## Planning Considerations

### *Zoning and Comprehensive Plan*

The property is currently zoned R-3, Single Family Residential, and is guided as Low Density Residential in the 2040 Comprehensive Plan Land Use Map. Per Title 11-3-5, a primary garage, either attached or detached, up to 1,200 square feet and one accessory structure up to 1,000

square feet is permitted. Due to the limitations on this lot, staff have determined the square footage permitted for a primary garage and a separate accessory structure may be combined to allow up to 2,200 square feet for one detached accessory structure. The maximum permitted height of an accessory structure in the R-3 district is 18 feet.

**Current Zoning**




**2040 Future Land Use**

***Proposed Accessory Structure***

The proposed accessory structure is 2,176 square feet and will replace the existing 756 square foot accessory structure onsite. The structure will be compliant with the maximum height requirement in the R-3 district. The driveway will be extended slightly to match up with the new garage doors; a driveway permit and right-of-way permit will be required for any work within the right-of-way. The garage will be constructed of colors and materials to match the home, including cedar shake panels with smart side trim and natural stone wainscot. With the new garage and driveway addition, all impervious surfaces across the lot will total 7,046 square feet, or 22.3 percent of the lot area. Per Title 11-7-3, a maximum of 40 percent impervious surface is permitted in the R-3 district.

**Rendering of Proposed Accessory Structure**

**Proposed Accessory Structure Location**

***Mississippi River Corridor Critical Area (MRCCA) Overlay District***

The subject property is located within the Mississippi River Corridor Critical Area (MRCCA) District, specifically within the River Neighborhood (RN) Overlay District. The MRCCA ordinance is intended to protect existing bluffs, islands, floodplains, and wetlands and to be enforced by local jurisdictions. The River Neighborhood overlay district is characterized by primarily residential neighborhoods that are riparian or readily visible from the river or that abut riparian parkland. The district includes parks and open space, limited commercial development, marinas, and related land uses.

The purpose of the RN district is management to maintain the character of the river corridor within the context of existing residential and related neighborhood development, and to protect and enhance habitat, parks and open space, public river corridor views, and scenic, natural, and historic areas. Minimizing erosion and the flow of untreated storm water into the river and enhancing habitat and shoreline vegetation are priorities in this district. The proposed accessory structure will be located approximately 170 feet from the high-water mark of the Mississippi River on flat terrain, minimizing potential erosion impact to the river. The structure will not be placed within a shore or bluff impact zone and exceeds setback requirements to the high-water level (100 feet) and bluffline (40 feet) and no visual impact from below the high water level Within the north portion of the lot, there is a small extent of a Zone X flood hazard area, or 0.2 percent annual flood chance. This area is not regulated as floodplain, as it is less than a 100-year flood event.

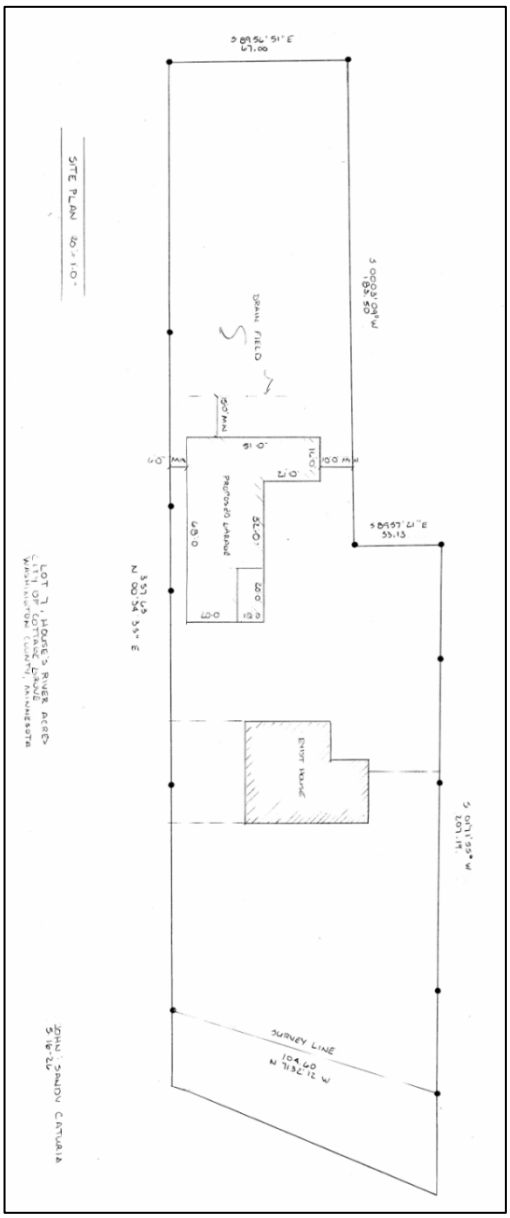
***Site Conditions***

The lot is 0.81 acres and is situated around a bend on River Acres Road, creating an irregular lot shape. It is approximately 67 feet wide at the narrowest portion on the north half of the lot and widens to approximately 100 feet in width on the south half. The land behind the home slopes down towards the river, but the remainder of the lot, including the area of the proposed accessory structure, is relatively flat. The property owner evaluated locating the accessory structure on the narrow north half of the lot; however, an additional driveway access on River Acres Road would likely be required to feasibly reach the structure. In addition, the city's code prohibits a second

driveway on residential lots. Corner yard setbacks and the drainfield location also limit the potential to locate an accessory structure at this location.

The existing septic system includes several septic tanks on the east side of the house, which lead into the existing drainfield directly to the north of the accessory structure. Per Washington County Environmental Specialist staff, the setback for an unoccupied structure to the drainfield is 10 feet, and the proposed accessory structure will be setback 15 feet from the drainfield.

**Lot Topography**




**Site Plan**

***Tree Preservation and Screening***

The north half of the lot contains dense vegetation, and the applicant has stated there are several mature oak trees surrounding the home that they would like to preserve. Under City Code Title 11-3-13E, developed single-family residential lots that are not in an actively developing

subdivision may remove trees without mitigation. However, the property owner has stated that there will not be any tree removal required for the construction of the new accessory structure.

***Variance Requests –Corner Yard Setback***

The purpose of a variance is to allow variation from the application of City Code Title 11 if there are characteristics of the property that cause practical difficulties for the landowner/applicant to meet minimum code standards. Variances require the Applicant to submit an official application form with all information outlined in City Code Title 11-2-5.

Title 11-3-5 outlines standards for accessory structure setbacks, including a requirement that accessory structures in the R-3, Single Family Residential district, be located behind the principal structure. However, detached primary or accessory garages over 400 square feet may be located in the front yard between the dwelling and front property line on properties located adjacent to the Mississippi River within the Mississippi River Corridor Critical Area Overlay (MRCCA) provided it meets the underlying zoning district's development standards. No additional accessory structures are permitted within the front yard. The lot is situated at the point of deflection in alignment of a continued street, meeting the definition of a corner lot, which requires a 20-foot setback to the right of way. The applicant is proposing a 10-foot setback to the right of way. The accessory structure will be located on the lot at the exterior angle of the curve in the road, where it will not present any concern with sight lines. The right-of-way along River Acres Road is relatively wide, with the surface of the road itself located approximately 40 feet from the property line at the curve near the location of the proposed accessory structure. All other applicable setbacks in the R-3 district have been met.

| Building Setbacks | Required Accessory Structure Setbacks | Proposed Setbacks for Accessory Structure |
|---|---|---|
| Corner Yard | 20' | 10' |
| Side Yard (West) | 6' | 6' |
| Rear Yard (Shoreline) | 10' | ~170' |

***Variance Requirements***

With all variance requests, the Planning Commission must look to the zoning ordinance for guidance and direction. City Code Title 11-2-5: Variances, states the following:

*A. Purpose. The purpose of the variance is to allow variation from the strict application of the terms of this Title where, by reason of the exceptional physical characteristics of the property, the literal enforcement of the requirements of this Title would cause practical difficulties for the landowner.*

*F. Findings. A variance may be granted only when all of the following conditions are found:*

1. *The variance is in harmony with the general purposes and intent of this Title.*
2. *The variance is consistent with the Comprehensive Plan.*
3. *The applicant for the variance establishes that there are practical difficulties in complying with this Title. "Practical difficulties," as used in connection with the granting of a variance, means that all of the following must be found to apply:*

a. *The property owner proposes to use the land in a reasonable manner for a use permitted in the zone where the land is located, but the proposal is not permitted by other official controls;*
b. *The plight of the landowner is due to circumstances unique to the property and that are not created by the landowner; and*
c. *The variance, if granted, will not alter the essential character of the neighborhood.*

4. *Economic considerations alone do not constitute practical difficulties.*

The applicant has provided the following in response to the proposal meeting variance requirements:

- *The proposal puts the property to a reasonable use:*
  - This proposal would allow for adequate storage of our two vehicles and small camper and boat eliminating any outside storage of these items. Our house has limited storage as there is no basement. The existing garage at 756 square feet is limited as well.

- *There are unique circumstances to the property not created by the landowner:*
  - Lot width to the north of the property narrows to 67 feet. There are large burr oak trees in front and side of the home that we do not want to destroy. There is no room for an attached garage on our home on the east or west side of the of the property (east has three septic tanks). There is limited storage in the home and existing garage.

- *The conditions upon which an application for a variance is based are unique to the parcel of land for which the variance is sought and are not applicable, generally, to other property within the same zoning classifications. Please list the conditions that are unique:*
  - The unique condition is the narrowing of our lot on the street side of our property (east). Our proposed garage of 2,176 square feet would require a 10-foot setback and we are requesting a variance to the 20 foot setback requirement.

- *The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety. Please identify any potential impact the requested variance may have.*
  - No impact expected.

***Findings***
The findings of fact for a favorable recommendation that were considered during the review are identified as follows:

A. The variance is in harmony with the general purposes and intent of the Zoning Code to protect the health, safety, morals, comfort, convenience and general welfare of the public.

   a. The proposed location with reduced corner lot setback will not impose a safety concern to traffic sight lines. Additionally, the intent of the MRCCA district is to sustain and enhance vegetation, as well as preserve the natural character and topography of the

area. The proposed location of the accessory structure prevents any impact to slopes or mature vegetation on the property, thus preserving its natural character.

B. The variance is consistent with the Comprehensive Plan.

    a. The 2040 Comprehensive Plan identifies this parcel for low density residential use, which aligns with the single-family residential zoning district. Accessory structures of the proposed size are a permitted accessory use in the single-family residential district.

C. Unique site conditions exist that provide challenges for construction outside of required setbacks.

    a. The applicant did explore other locations to construct the new accessory structure; however, practical difficulties exist which inhibit buildable areas elsewhere, including the location of the existing septic tanks, drainfield, and mature trees, and limit area on the lot to construct an accessory structure of the permitted size near the home. Additionally, the narrow shape of the north half of the lot and the inability to achieve a second driveway further limit the buildable area.

D. The variance would not alter the essential character of the neighborhood as the proposed building will be constructed of compliant materials that will match the existing house.

E. The proposed building itself is a permitted use, and the proposed dimensions of the structure are compliant with code requirements.

F. The variance request is not solely based on economic considerations.

***Public Hearing Notices***

The public hearing notice for the June 22, 2026, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed to 19 property owners within 500 feet of the proposed project on June 3, 2026. Staff have not received any comments at the time of writing this report.

***Planning Commission Meeting***

The City's Planning Commission reviewed and held a public hearing on the application at their June 22, 2026, meeting. Below is a summary of the inquiry and Planning Commission requests for clarification

<u>Planning Commission Requests for Clarification:</u>

- A question was asked if any responses had been received from any neighbors, and staff clarified that no responses had been received.

- A question was asked if the applicants had explored a reduced width to the structure to meet the setback requirement.
    - The Applicant clarified that the accessory structure was designed to fit their storage needs while achieving the maximum square footage allowed in the zoning district, as the property and home does not have any other storage areas.

The Commission unanimously voted (5-to-0) to recommend approval.

## Recommendation

The City Council is recommended to adopt Resolution 2026-105 approving the variance request for a reduced corner yard setback of 10 feet when 20 feet is required at 8077 River Acres Road.

**Attachments**
Application and Narrative
Site Plan
Building Plans

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-105

**RESOLUTION APPROVING A VARIANCE FOR AN ACCESSORY STRUCTURE TO BE WITHIN 10 FEET OF A CORNER LOT LINE WHEN A 20-FOOT CORNER YARD SETBACK IS REQUIRED AT 8077 RIVER ACRES ROAD**

WHEREAS, John Caturia applied for a variance to construct an accessory structure within 10 feet of a corner lot line when a 20-foot setback is required to the east property line at 8077 River Acres Road, legally described as:

HOUSE'S RIVER ACRES Lot 7, Cottage Grove, Washington County, State of Minnesota.

Commonly known as 8077 River Acres Road, Cottage Grove, Washington County, State of Minnesota.

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

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

WHEREAS, the public hearing was open for public testimony. No public testimony was received. Staff answered questions from the Planning Commission; and

WHEREAS, the Planning Commission unanimously (5-to-0 vote) recommended that the City Council approve the variance to construct the accessory structure within 10 feet of a corner lot line when a 20-foot corner setback is required as shown on the site plan at their June 22, 2026, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the variance to construct an accessory structure approximately 10 feet from the east property line when 20 feet is the required setback in the R-3, Single-Family Residential zoning district for accessory structures, on the parcel legally described above.

BE IT FURTHER RESOLVED, granting the variance to the minimum corner yard setback is based on the following findings of fact:

A. The variance is in harmony with the general purposes and intent of the Zoning Code to protect the health, safety, morals, comfort, convenience and general welfare of the public.

B. The variance is consistent with the Comprehensive Plan.

C. Unique site conditions exist that provide challenges for construction outside of required setbacks.

D. The variance would not alter the essential character of the neighborhood as the proposed building will be constructed of compliant materials that will match the existing house.

E. The proposed building itself is a permitted use, and the proposed dimensions of the structure are compliant with code requirements.

F. The variance request is not solely based on economic considerations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approval of the variances is subject to the conditions below:

1. The project shall be completed in accordance with the plans submitted 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. All applicable permits (i.e., building, electrical, grading) must be completed, submitted, and approved by the City prior to the commencement of any construction activities.

3. The maximum building height of the detached accessory structure shall not exceed 18 feet.

4. The color scheme of the structure and any future alterations shall complement the principal structure unless otherwise stated in the current or future City Code.

5. The structure will be constructed of materials consistent with requirements for residential districts in City Code Title 11-3-5B.

6. The accessory structure may not be utilized as habitable space.

7. A driveway and right-of-way permit is required for any work or expansion of the driveway. The driveway shall not exceed a width of 28 feet within or at the right-of-way line.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

Cottage Grove
Where Pride and Prosperity Meet

City of Cottage Grove
Community Development Department
12800 Ravine Parkway South
Cottage Grove, MN 55016

Planning Division
Telephone: 651-458-2827
E-Mail: cgsubmittals@cottagegrovemn.gov
Website: www.cottagegrovemn.gov

# PLANNING APPLICATION

| | |
|---|---|
| Applicant: JOHN CATURIA | Contact Name (if different): |
| Mailing Address (Street, City, State ZIP): 8077 RIVER ACRES ROAD COTTAGE GROVE MN 55016 | |
| Preferred Telephone Number: 651-295-4796 | Email Address: JOHNCATURIA@GMAIL.COM |

| | |
|---|---|
| Property Owner: JOHN CATURIA | Contact Name (if different): |
| Mailing Address (Street, City, State ZIP): 8077 RIVER ACRES ROAD COTTAGE GROVE MN. 55016 | |
| Preferred Telephone Number: 651-295-4796 | Email Address: JOHN CATURIA @ GMAIL.COM |

| | |
|---|---|
| Property Address/Location: SAME | Property Identification Number: 3302721320006 |
| Legal Description: LOT #7, HOUSES RIVER ACRES, CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MN. | |

**Type of Application:** (check all that apply to your proposal)

| | | | | | |
|---|---|---|---|---|---|
| ☐ | Minor Subdivision | $500 + $2,000 escrow | ☐ | Conditional Use Permit | $565 + $5,000 escrow |
| ☐ | Preliminary Plat # of Lots: | $565 + $50 per lot/unit + $5,000 escrow | ☐ | Interim Conditional Use Permit | $565 (annually + $5,000 escrow |
| ☐ | Final Plat # of Acres: | $360 + $100 per acre + $5,000 escrow | ✓ | Variance (pre-construction | $300 |
| ☐ | Site Plan Review | $500 + $5,000 escrow | ☐ | Variance (post-construction) | $925 |
| ☐ | Comprehensive Plan Amendment | $670 + $55 GIS fee + $2,500 escrow | ☐ | Administrative Conditional Use Permit | $565 + $5,000 escrow |
| ☐ | Zoning Amendment | $665 + $2,000 escrow | ☐ | Administrative Site Plan Review | $500 + $5,000 escrow |
| ☐ | Planned Unit Development (PUD) | $900 + $2,000 escrow | ☐ | Easement & Public Right-of-Way Vacation | $360 |
| ☐ | Concept Plan Review # of Acres: | $1,080 + $20 per acre + $1,000 escrow | ☐ | Other Applications | See Fee Table |

Description of Proposal (If more space is needed, please attach a letter describing your request):
"SEE ATTACHED"

**Acknowledgment and Signature:** By submitting this signed application, the applicant and property owner agree to provide the City with all necessary information including plans, surveys, drawings, and other materials necessary to process and examine this request. The applicant and property owner also agree to pay all fees and escrows at the time of application and again whenever accounts are deficient. The applicant and property owner also agree to allow City staff, City Council, and Planning Commission members access to the property where the planning consideration is being requested.

| | |
|---|---|
| **Signature of Applicant:** John S Catura | **Signature of Property Owner:** John S Catura |
| **Date:** 5-21-2026 | **Date:** 5-21-2026 |

Cottage Grove
Where Pride and Prosperity Meet

Community Development Department
12800 Ravine Parkway South
Cottage Grove, MN 55016
www.cottagegrovemn.gov

Planning Division
Telephone: 651-458-2827
Fax: 651-458-2897
E-Mail: CGSubmittals@cottagegrovemn.gov

## VARIANCE APPLICATION – RESPONSE TO ORDINANCE CRITERIA

The Planning Commission and City Council may recommend a variance from the strict application of the zoning ordinance, if they find that your application meets the findings below. **Please provide a DETAILED response to all of the following findings:**

1. The variance is in harmony with the purposes and intent of this title. Please circle: (Yes) No

2. The variance is consistent with the comprehensive plan. Please circle: (Yes) No

3. The proposal puts the property to a reasonable use. Please explain. THIS PROPOSAL WOULD ALLOW FOR ADEQUATE STORAGE OF OUR 2 VEHICLES AND SMALL CAMPER AND BOAT ELEMINATING ANY OUTSIDE STORAGE OF THESE ITEMS. OUR HOUSE HAS LIMITED STORAGE AS THERE IS NO BASEMENT. THE EXISTING GARAGE AT 756 SQ/FT IS LIMITED AS WELL.

4. There are unique circumstances to the property not created by the landowner. Please identify these circumstances. #1 LOT WIDTH TO THE NORTH OF THE PROPERTY NARROWS TO 67 FT. #2 LARGE BURR OAK TREES IN FRONT AND SIDE OF HOME THAT WE DO NOT WANT TO DESTROY. #3 NO ROOM FOR AN ATTACHED GARAGE ON OUR HOME ON EAST OR WEST SIDES OF PROPERTY. (EAST SIDE HAS 3 SEPTIC TANKS) #4 LIMITED STORAGE IN HOME AND EXISTING GARAGE

5. The conditions upon which an application for a variance is based are unique to the parcel of land for which the variance is sought and are not applicable, generally to other property within the same zoning classifications. Please list the conditions that are unique. THE UNIQUE CONDITION IS THE NARROWING OF OUR LOT ON THE STREET SIDE OF OUR PROPERTY (EAST). OUR PROPOSED GARAGE OF 2176 SQ/FT WOULD REQUIRE A 10 FT SETBACK. AND WE ARE REQUESTING A VARIANCE TO THE 20 FT SETBACK REQUIREMENT

6. The purpose of the variance is not based exclusively upon a financial hardship. Please circle: Yes (No)

7. The granting of the variance will not be detrimental to the public welfare or injurious to other land or improvements in the neighborhood in which the parcel of land is located. Please circle: Yes (No)

8. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety. Please identify any potential impact the requested variance may have. NO IMPACT EXPECTED

**Economic hardship is not regarded by the Courts as a reason for approval. Neighborhood support or opposition, without any basis of facts, is not regarded by the Courts as reason for either approval or denial.**

Applicant Name: JOHN CATURIA

Case #: _____

ATTACHMENT #1

## DESCRIPTION OF PROPOSAL

WE ARE REQUESTING APPROVAL TO BUILD A NEW GARAGE TO REPLACE THE EXISTING GARAGE THAT IS AN OLD STRUCTURE THAT WAS REMODELED BUY THE PREVIOUS OWNER. EXISTING GARAGE HAS DRAINAGE PROBLEMS AND IS LIMITED ON STORAGE. AESTHETICS AND AVAILABLE SET BACKS PREVENTS US FROM ATTACHING A GARAGE TO OUR HOME WHICH WHICH WOULD REQUIRE REMOVING 2 LARGE BURR OAKS AS WELL. THE PROPOSAL IS FOR A 2176 $FT^2$ NEW GARAGE THAT WOULD REQUIRE A VARIANCE OF 10' FROM FRONT PROPERTY LINE AS DEPICTED IN LOT #7 DRAWING.

THIS GARAGE WILL BE BUILT TO MATCH OUR EXISTING EXTERIOR ON OUR HOME WITH VERY LITTLE CHANGE TO OUR EXISTING GARAGE DRIVEWAY. ALL OTHER SET BACKS FOR THIS GARAGE WILL BE MET.

JOHN CATANIA 8077 RIVER ACRES RD
COTTAGE GROVE

ATTACHMENT #2

## CONSTRUCTION MATERIALS

GARAGE WILL BE 2X6 CONSTRUCTION AND MATCH HOME EXACTLY. "LP SMART SIDING" CEDAR SHAKE PANELS WITH SMART SIDE TRIM WILL BE USED ON EXTERIOR ALONG WITH NATURAL STONE WAINSCOATE. COLORS WILL MATCH HOUSE. ASPHALT SHINGLES TO MATCH HOUSE AND INSULATED WINDOWS INSTALLED. POST CONSTRUCTION WILL MATCH THE HOUSE WITH SMART SIDING AND NATURAL STONE. ALL GARAGE DOORS WILL BE COPIED FROM EXISTING GARAGE.

## IMPERVIOUS SURFACE CALCULATION

MY CALCULATION SHOWS OUR LOT SQUARE FOOTAGE AT 33,126 $FT^2$. TOTAL IMPERVIOUS STRUCTURES TOTAL 7,046 $FT^2$ WHICH INCLUDES THE HOUSE, PROPOSED GARAGE, SHED, PATIO, SIDEWALKS AND EXISTING DRIVEWAY WITH ADDED AREA FOR EXTRA GARAGE DOOR. 7046 $FT^2$ EQUALS 22.27% OF PROPERTY IMPERVIOUS.

JOHN CATURIA 8077 RIVER ACRES RD
COTTAGE GROVE

ATTACHMENT #3

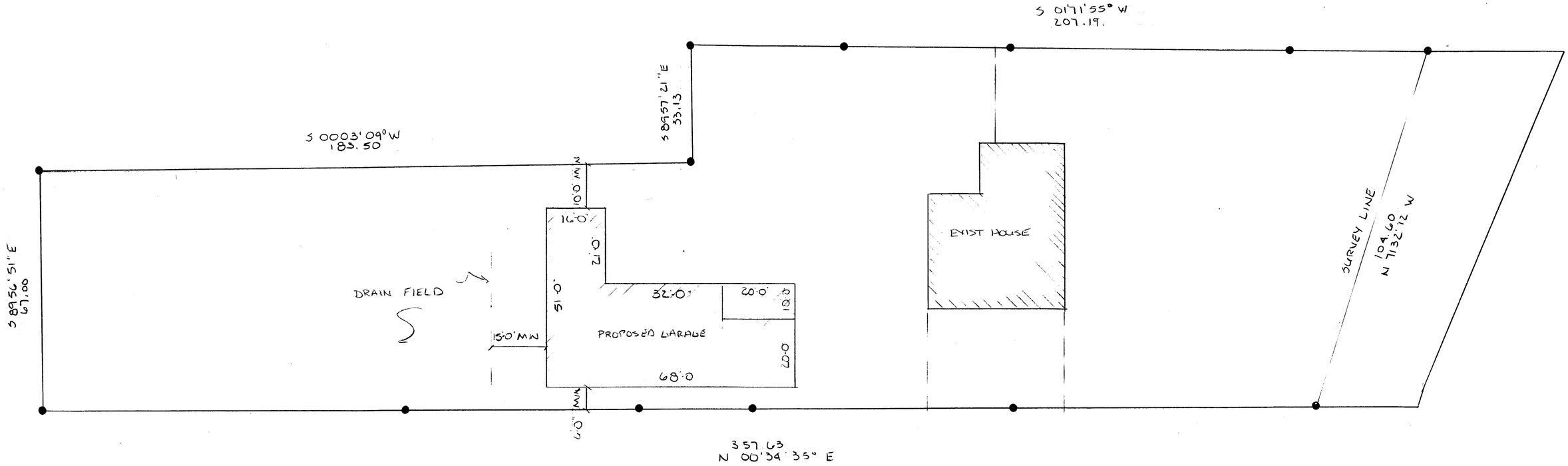
N

W

E

S

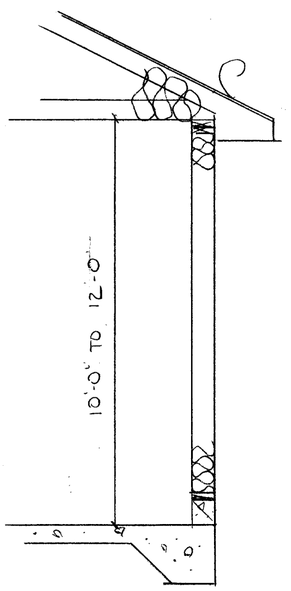
JOHN CATURIA




SITE PLAN 20'-1'-0"

LOT 7, HOUSE'S RIVER ACRES
CITY OF COTTAGE GROVE
WASHINGTON COUNTY, MINNESOTA

JOHN & SANDY CATURIA
5-16-26



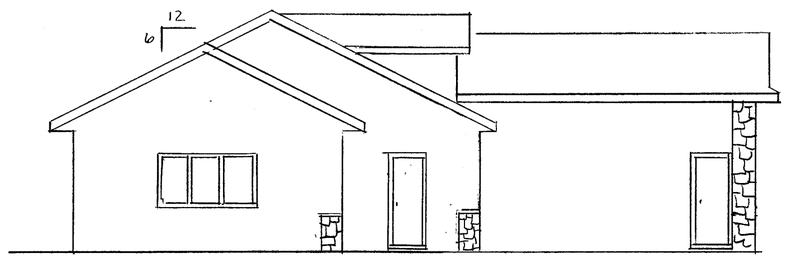

ASPHALT SHINGLE
15# FELT
1/2" OX BOARD SHEATHING
MANF TRUSSES
2'-0" OC
INSUL. MIN R 49

ALUM SOFFIT & FASICA
VENT 16" OC

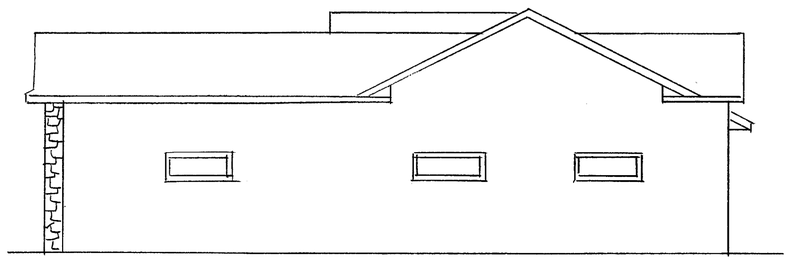
SIDING
7/16" LP SHEATHING
2x6 STUD
5 1/2" INSUL MIN R-21
4 MIL POLY
SHEATROCK 1/2"

1 C U CONC BLK
4" CONC SLAB
THICKENED EDGES
2" RIDGED INSUL R-10
UNDER SLAB AND 2'0 OUT

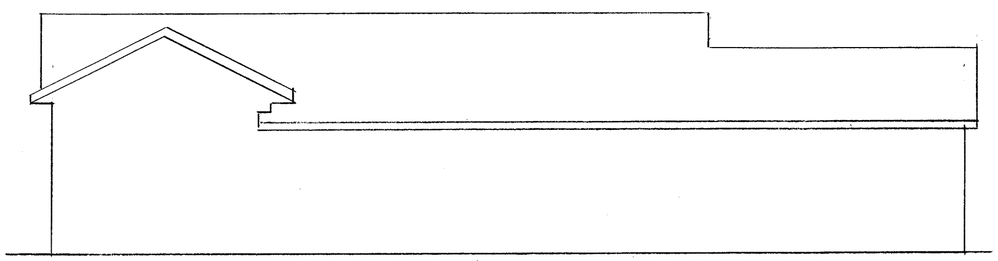
WALL SECTION 3/8"-1'-0"



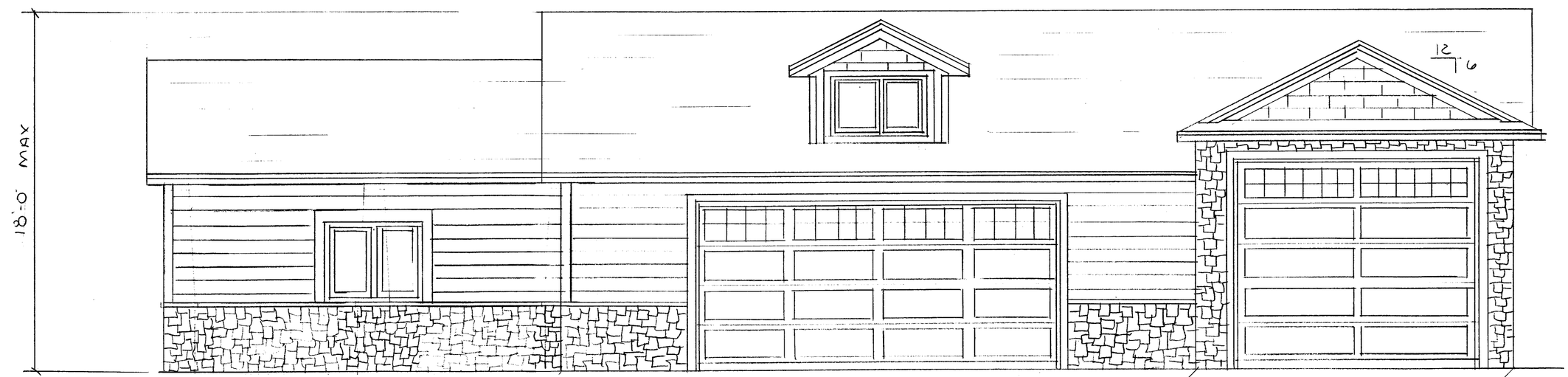

LEFT ELEVATION 1/8"=1'-0"



RIGHT ELEVATION 1/8"=1'-0"



REAR ELEVATION 1/8"=1'-0"




FRONT ELEVATION 1/4"=1'-0"

JOHN & SANDY CATURIA
5-12-26
REV 5-22-26

48'-0"

20'-0"

10'-0"

21'-0"

51'-0"

8" C.U. CONC BLK
4" CONC SLAB
HEATED
THICKENED EDGES

UNEXCAVATED

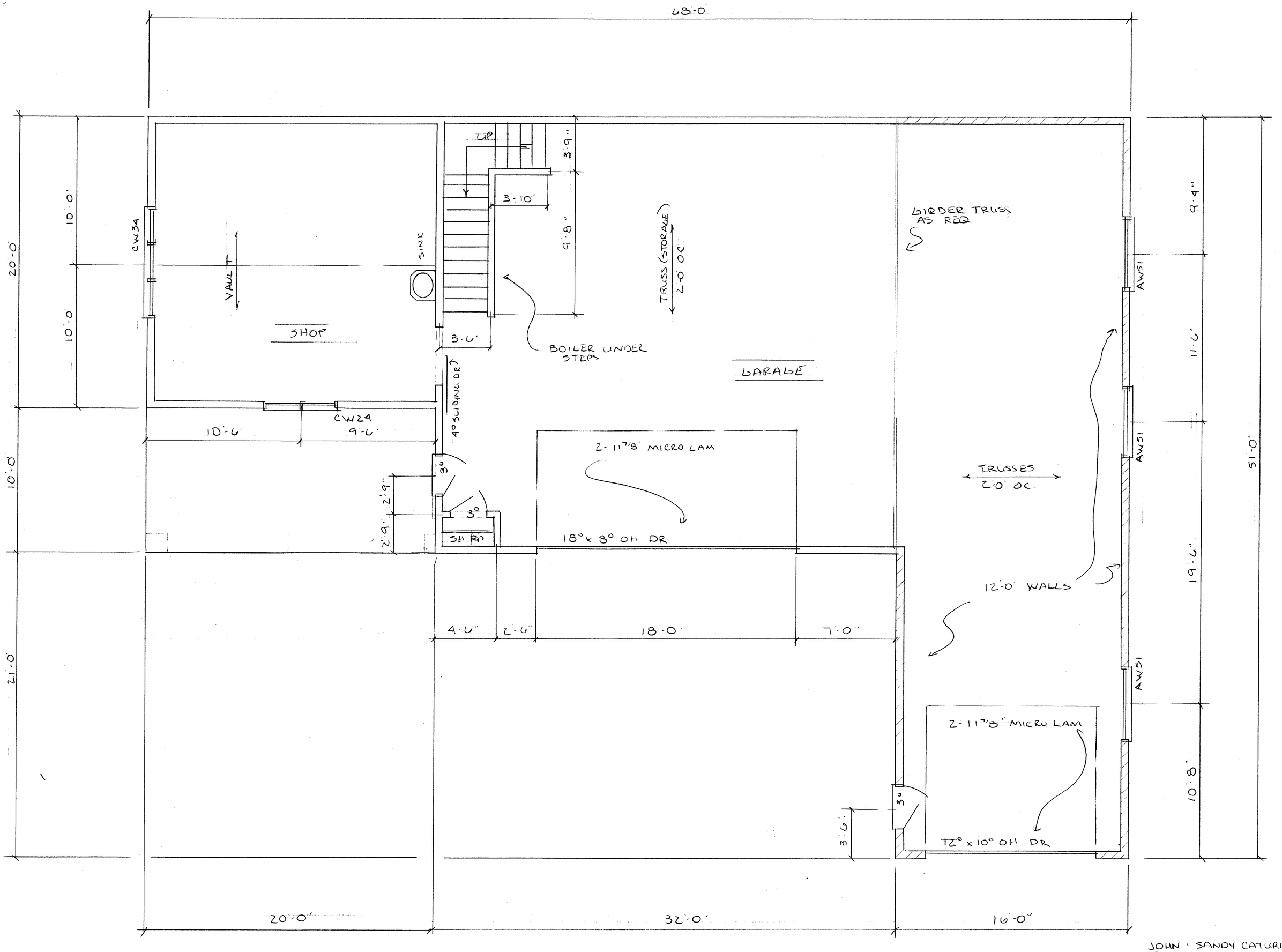
20'-0"

32'-0"

16'-0"

FOUNDATION PLAN 1/4"=1'0"

JOHN & SANDY CATURIA
3-12 26
REV. 5-22-26




FLOOR PLAN 1/4" = 1'-0"

JOHN · SANDY CATURIA
5-16-26
REV 5-22-26

# City Council Action Request

# 7.Q.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Resolution |
| **Title** | 10590 East Point Douglas Road South - Accessory Structure Exterior Materials Variance |
| **Staff Recommendation** | Adopt Resolution 2026-104 denying the variance request to allow for the exterior of an accessory structure to be constructed of metal in a residential district at 10590 East Point Douglas Road South. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 10590 East Point Douglas Variance CC Memo |
| 2. | 10590 East Point Douglas Variance Resolution |
| 3. | 10590 East Point Douglas Variance Application |
| 4. | 10590 East Point Douglas Variance Site Plan |

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

**FROM:** Samantha Pierret, Senior Planner

**DATE:** June 26, 2026

**RE:** Accessory Structure Exterior Materials Variance – 10590 East Point Douglas Road

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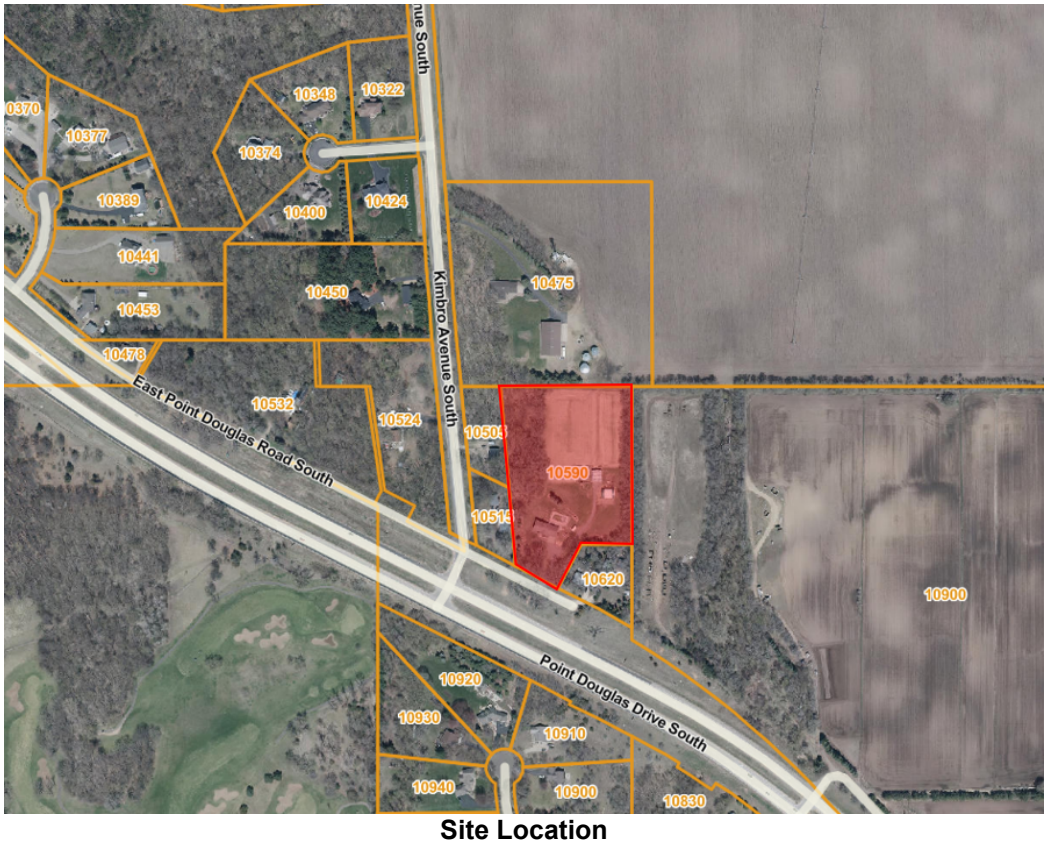
## Proposal

Gary and Colleen Millard (Applicants/Property Owners), 10590 East Point Douglas Road South, have applied for a variance from the required architectural materials for accessory structures in Residential Districts to construct an accessory structure with a metal exterior.




**Site Location**

***Review Schedule***
Application Received: June 1, 2026
Application Accepted: June 1, 2026
Planning Commission Meeting: June 22, 2026
City Council Meeting: July 15, 2026
60-Day Review Deadline: July 31, 2026

## Background

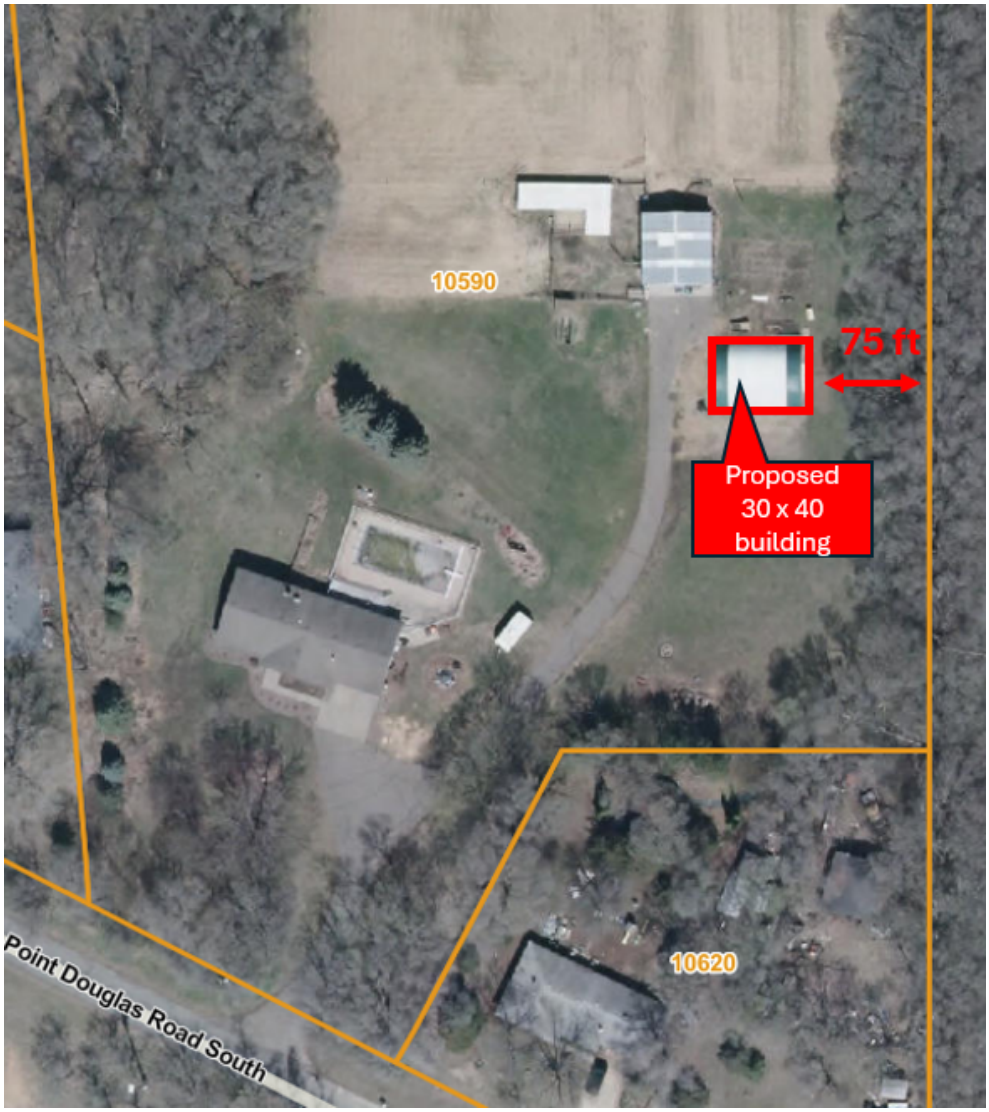
The subject site is a residential property outside the MUSA. The property consists of a dwelling constructed in 1983, loafing shed constructed around 1985, 960 square foot accessory shed constructed in 1985, and a hoop building with tarp/canvas covering constructed around 2022. Building permits were issued for all structures except the hoop building. In 1985, metal was an allowed exterior material for accessory buildings in the R-1 District.

Properties in the R-1 District are permitted to have two accessory structures totaling a combined 2,500 square feet. Agriculture activities and associated agricultural buildings are a permitted principal use in the R-1 zone; therefore, the loafing shed, which is currently used for pigs, is considered a principal use and does not count towards the maximum number of accessory buildings or the accessory building square footage allowance.

**Existing Structures**

The Applicant is proposing to replace the existing hoop building with a new 30-foot by 40-foot, 14-foot-tall accessory structure. The proposed structure will be utilized as a storage building for various personal items and some agricultural equipment such as tractors and a trailer. The Applicants have proposed to use a metal exterior on the accessory structure matching the existing

accessory shed, which requires variance consideration in Residential Districts. Principal buildings and accessory buildings in Residential Districts may use steel lap siding as exterior material as it is weather-resistant and aesthetically comparable to vinyl lap siding or wood siding. The Applicant has requested to use metal commonly found on pole buildings.




**Proposed Site Plan**

## Planning Considerations

### *Zoning and Comprehensive Plan*

The property is currently zoned R-1, Rural Residential District. The site is currently guided as Rural Residential in the 2040 Comprehensive Plan. Rural Residential areas are areas outside of the MUSA boundary where cluster development is encouraged to preserve open space and natural amenities. The property is surrounded by land zoned R-1 to the west and south and land zoned Agricultural Preservation (AG-1) to the north and east.

Current Zoning

2040 Comprehensive Plan

***Variance Requirements***

With all variance requests, the Planning Commission and City Council must look to the zoning ordinance for guidance and direction. City Code Title 11-2-5: Variances, states the following:

*A. Purpose. The purpose of the variance is to allow variation from the strict application of the terms of this Title where, by reason of the exceptional physical characteristics of the property, the literal enforcement of the requirements of this Title would cause practical difficulties for the landowner.*

*F. Findings. A variance may be granted only when all of the following conditions are found:*

1. *The variance is in harmony with the general purposes and intent of this Title.*
2. *The variance is consistent with the Comprehensive Plan.*
3. *The applicant for the variance establishes that there are practical difficulties in complying with this Title. "Practical difficulties," as used in connection with the granting of a variance, means that all of the following must be found to apply:*
    a. *The property owner proposes to use the land in a reasonable manner for a use permitted in the zone where the land is located, but the proposal is not permitted by other official controls.*
    b. *The plight of the landowner is due to circumstances unique to the property and that are not created by the landowner; and*
    c. *The variance, if granted, will not alter the essential character of the neighborhood.*
4. *Economic considerations alone do not constitute practical difficulties.*

***Variance – Exterior Materials***

The Applicants have submitted a variance request for use of exterior architectural materials that do not align with the City's code standards. Per City Code Title 11-3-5B, the exterior finish of accessory structures and garages over 200 square feet in Residential districts must consist of split face block, vinyl lap, or cement board materials that are complementary to the color palette of the principal structure. Steel lap siding is also allowed as it is visually similar to vinyl lap or wood siding products. Metal exterior finishes commonly found on pole buildings are permitted only in Agricultural districts per the City's Zoning Code.

The current City Code standards for accessory structure exterior finishes in the R-1 District were adopted in 2023. Prior to 2023, accessory buildings in the R-1 District were allowed to use metal exterior materials. As part of the 2023 code updates, metal was removed from the allowed exterior materials for accessory buildings in the R-1 District to ensure accessory building material consistency in all residential districts throughout the City.

The existing accessory structure with metal exterior was constructed prior to the 2023 zoning amendment (1985).

The Applicants have provided an explanation of why they believe the request would meet variance standards:

*1. The Applicants indicated that their property is zoned R-1, Rural Residential, which allowed metal as an exterior material in previous iterations of the zoning code.*

*2. The Applicants have indicated that constructing the desired building out of materials other than metal would cost a significant amount more to construct and maintain in the future.*

*3. The Applicants have also indicated that buildings within the area have been constructed with metal exteriors on other properties that surround the Applicants' property.*

*4. The Applicants have stated that the proposed metal exterior would match the existing building that was permitted in 1985 and create a cohesive look on the property.*

*5. The Applicants have noted that the costs to construct a stick-built building with 14-foot side walls would be cost prohibitive as an engineer must be retained by the Applicants to calculate snow loads in compliance with building code requirements.*

*6. The Applicants stated that the building will not be visible from public rights of way or surrounding properties due to existing vegetative cover.*

***Findings***

The findings of fact for a recommendation of denial that were considered by the Planning Commission are as follows:

A. The variance is not in harmony with the general purposes and intent of the Zoning Code to protect the health, safety, morals, comfort, convenience, and general welfare of the public.

B. The variance is not consistent with the Comprehensive Plan. The 2040 Comprehensive Plan identifies this parcel for rural residential use. Exterior materials for accessory structures in rural residential districts do not allow for metal. The property has been guided Rural Residential since the 2020 Comprehensive Plan (adopted in 1998). Prior to the 2020 Plan (2010 Plan from 1990 and 2000 Plan from 1980) the property was guided Agricultural.

C. Accessory structures over 200 square feet in residential districts must be constructed with exterior materials listed per City Code Title 11-3-5B, which include wood, split face block, vinyl lap, steel lap, or cement board materials that are complementary to the color palette of the principal structure. The code does not allow for metal as an acceptable exterior

material in residential districts. This standard in the R-1 District has been enforced since the 2023 zoning code updates. Prior to the 2023 code updates, metal was an acceptable exterior material in the R-1 District.

D. Nonconforming uses, land structures, or buildings in the same district or other districts may not be considered grounds for issuance of a variance.

E. The plight of the landowner is not due to circumstances unique to the property. Economic considerations alone do not constitute practical difficulties.

***Public Hearing Notices***
The public hearing notice for the June 22, 2026, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed to 13 property owners within 500 feet of the proposed project on June 3, 2026.

***Planning Commission Meeting***
At their June 22, 2026 meeting, the Planning Commission reviewed this request and held a public hearing. No public comments were provided at the hearing. The Applicant spoke on behalf of their application. The Commission requested clarification on the following:

- The Commission requested clarification on the difference between the metal material requested and steel lap siding, which is an allowed exterior material.
    - Staff noted that steel lap siding is commonly found on residential structures across the city and looks similar to vinyl lap siding from a distance. Steel lap siding is complimentary to other exterior materials used in residential districts, whereas the metal material requested is commonly installed vertically as seen on the Applicants' existing pole building and on other agricultural pole buildings around the area.

The Planning Commission unanimously (5-to-0) voted to recommend denial of the variance.

## Recommendation

That the City Council adopt Resolution 2026-104, denying the variance request to allow for the exterior of an accessory structure to be constructed of metal in a residential district at 10590 East Point Douglas Road South.

**Attachments**
Variance Application

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-104

**A RESOLUTION DENYING A VARIANCE TO ALLOW FOR THE EXTERIOR OF AN ACCESSORY STRUCTURE TO BE CONSTRUCTED OF METAL IN A RESIDENTIAL DISTRICT AT 10590 EAST POINT DOUGLAS ROAD SOUTH**

WHEREAS, Gary and Colleen Millard, applicants and property owners, applied for a variance to allow an accessory structure to be constructed of metal in a residential district on property legally described below:

> That part of the Northwest Quarter of the Southeast Quarter of Section 26, Township 27, Range 21, Washington County, Minnesota, described as follows:
>
> Commencing at the East Quarter Corner of said Section 26, thence West along the East and West Quarter line of said Section a distance of 1893 feet to the point of beginning of this description; thence South a distance of 511.66 feet; thence West a distance of 165 feet; thence South 27 degrees 55 minutes 05 seconds West a distance of 159.84 feet to its intersection with the Northerly line of Old Minnesota Highway No. 61; thence North 62 degrees 39 minutes West along said Northerly line of said Highway No. 61 a distance of 158.1 feet; thence North 4 degrees 33 minutes West a distance of 581.55 feet to a point on said East and West Quarter line of said Section 26, which point is 2319.38 feet West of said East Quarter Corner of Section 26; thence East along said East and West Quarter line a distance of 426.38 feet to the point of beginning, Washington County, Minnesota.
>
> Commonly known as 10590 East Point Douglas Road South Cottage Grove, Washington County, State of Minnesota.

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

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

WHEREAS, the public hearing was open for public testimony and testimony from the applicant was received and entered into the public record. No public testimony was received; and

WHEREAS, the Planning Commission unanimously (5-to-0) voted to recommend denial of the variance request to use metal as an exterior finish material on an accessory structure in a residential district at 10590 East Point Douglas Road South at their June 22, 2026, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby denies the variance request to allow for the exterior of an accessory structure in a residential district to be constructed of metal on the parcel legally described above.

BE IT FURTHER RESOLVED, denying the variance to allow for the exterior material of an accessory structure in a residential district to be metal is based on the following findings of fact:

A. The variance is not in harmony with the general purposes and intent of the Zoning Code to protect the health, safety, morals, comfort, convenience, and general welfare of the public.

B. The variance is not consistent with the Comprehensive Plan. The 2040 Comprehensive Plan identifies this parcel for rural residential use. Exterior materials for accessory structures in rural residential districts do not allow for metal. The property has been guided Rural Residential since the 2020 Comprehensive Plan (adopted in 1998). Prior to the 2020 Plan (2010 Plan from 1990 and 2000 Plan from 1980) the property was guided Agricultural.

C. Accessory structures over 200 square feet in residential districts must be constructed with exterior materials listed per City Code Title 11-3-5B, which include wood, split face block, vinyl lap, steel lap, or cement board materials that are complementary to the color palette of the principal structure. The code does not allow for metal as an acceptable exterior material in residential districts. This standard in the R-1 District has been enforced since the 2023 zoning code updates. Prior to the 2023 code updates metal was an acceptable exterior material in the R-1 District.

D. Nonconforming uses, land structures, or buildings in the same district or other districts may not be considered grounds for issuance of a variance.

E. The plight of the landowner is not due to circumstances unique to the property. Economic considerations alone do not constitute practical difficulties.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

Cottage Grove
Where Pride and Prosperity Meet

City of Cottage Grove
Community Development Department
12800 Ravine Parkway South
Cottage Grove, MN 55016

Planning Division
Telephone: 651-458-2827
E-Mail: cgsubmittals@cottagegrovemn.gov
Website: www.cottagegrovemn.gov

# PLANNING APPLICATION

| Applicant | Contact Name (if different) |
|---|---|
| Gary & Colleen Millard | |
| Mailing Address (Street, City, State ZIP) | |
| 10590 E Point Douglas Rd S. Cottage Grove MN 55016 | |
| Preferred Telephone Number | Email Address |
| 612 382-6688 | grm.millard55@gmail.com |

| Property Owner | Contact Name (if different) |
|---|---|
| Same | |
| Mailing Address (Street, City, State ZIP) | |
| Preferred Telephone Number | Email Address |

| Property Address/Location | Property Identification Number |
|---|---|
| Same | |
| Legal Description | |

**Type of Application:** (check all that apply to your proposal)

| | | | | | |
|---|---|---|---|---|---|
| | Minor Subdivision | $500 + $2,000 escrow | | Conditional Use Permit | $565 + $5,000 escrow |
| | Preliminary Plat # of Lots: | $565 + $50 per lot/unit + $15,000 escrow | | Interim Conditional Use Permit | $565 (annually) + $5,000 escrow |
| | Final Plat # of Acres: | $360 + $100 per acre + $5,000 escrow | ✓ | Variance (pre-construction) | $300 |
| | Site Plan Review | $500 + $5,000 escrow | | Variance (post-construction) | $925 |
| | Comprehensive Plan Amendment | $670 + $55 GIS fee + $2,500 escrow | | Administrative Conditional Use Permit | $565 + $5,000 escrow |
| | Zoning Amendment | $665 + $2,000 escrow | | Administrative Site Plan Review | $500 + $5,000 escrow |
| | Planned Unit Development (PUD) | $900 + $2,000 escrow | | Easement & Public Right-of-Way Vacation | $360.00 |
| | Sketch Plan Review # of Acres: | $205 + $5,000 escrow | | Other Applications | See Fee Table |

Description of Proposal (If more space is needed, please attach a letter describing your request):

Steel Exterior for Accessory Bldg.

**Acknowledgment and Signature:** By submitting this signed application, the applicant and property owner agree to provide the City with all necessary information including plans, surveys, drawings, and other materials necessary to process and examine this request. The applicant and property owner also agree to pay all fees and escrows at the time of application and again whenever accounts are deficient. The applicant and property owner also agree to allow City staff, City Council, and Planning Commission members access to the property where the planning consideration is being requested.

| Signature of Applicant: | Signature of Property Owner: |
|---|---|
| Colleen Millard | Same |
| Date: June 1, 2026 | Date: |

Cottage Grove
Where Pride and Prosperity Meet

Community Development Department
12800 Ravine Parkway South
Cottage Grove, MN 55016
www.cottagegrovemn.gov

Planning Division
Telephone: 651-458-2827
Fax: 651-458-2897
E-Mail: CGPlanning@cottagegrovemn.gov

## VARIANCE APPLICATION – RESPONSE TO ORDINANCE CRITERIA

**The Planning Commission and City Council may recommend a variance from the strict application of the zoning ordinance, if they find that your application meets the findings below. Please provide a DETAILED response to all of the following findings:**

1. The variance is in harmony with the purposes and intent of this title. Please circle: (Yes) No

2. The variance is consistent with the comprehensive plan. Please circle: (Yes) No

3. The proposal puts the property to a reasonable use. Please explain.
Consistant with the other building on the property. The building need to be steel & size to use for storage of stock trailer.

4. There are unique circumstances to the property not created by the landowner. Please identify these circumstances.
Because of the Musa line all property needs to be 40 Acres unless already plotted out. All property surrounding us is mostly Agricutural. Shed would not be visible from ROAD.

5. The conditions upon which an application for a variance is based are unique to the parcel of land for which the variance is sought and are not applicable, generally to other property within the same zoning classifications. Please list the conditions that are unique.
The property is located among all agricultural property.

6. The purpose of the variance is not based exclusively upon a financial hardship. Please circle: Yes (No)
But if denied we would not be able to put up a new building

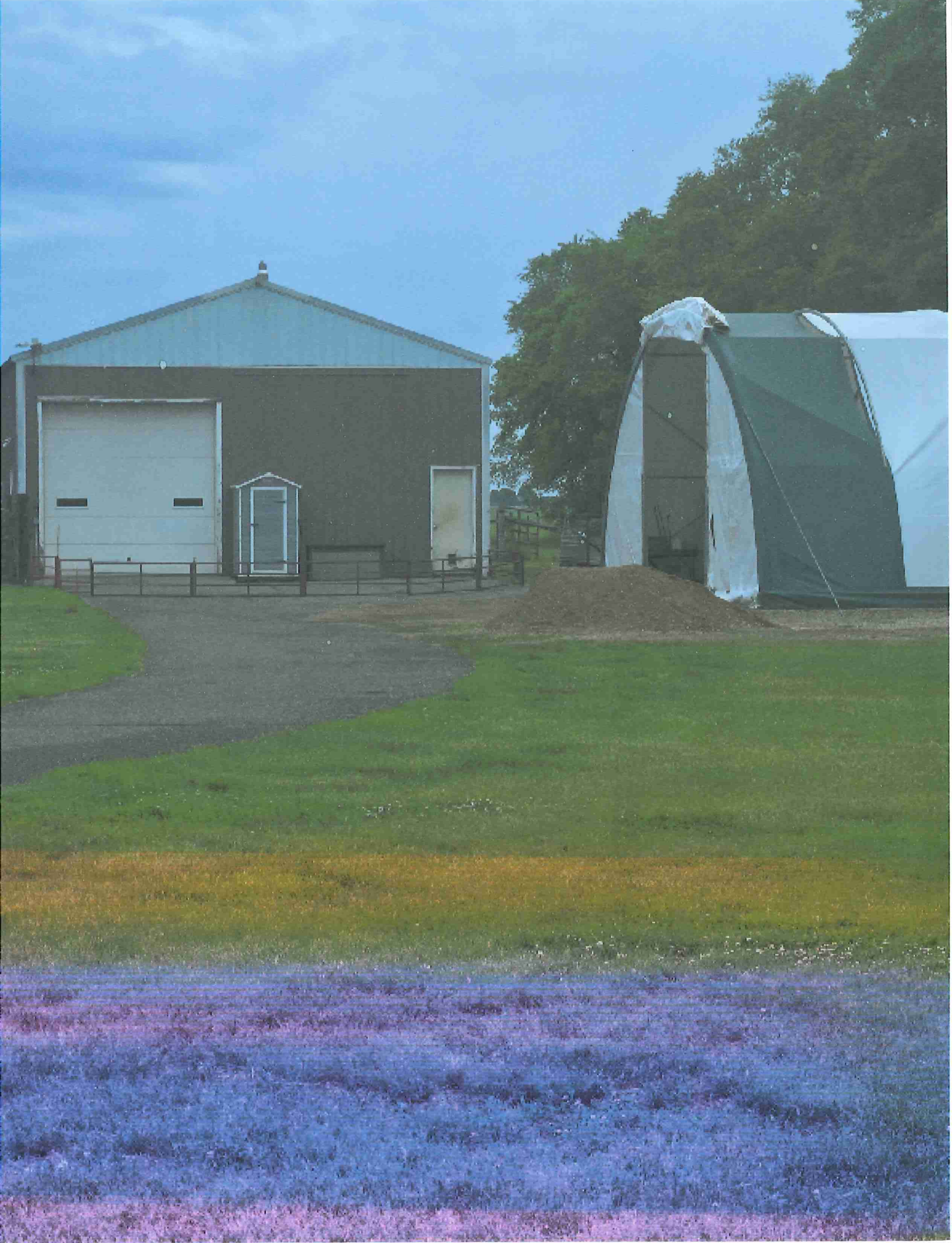
7. The granting of the variance will not be detrimental to the public welfare or injurious to other land or improvements in the neighborhood in which the parcel of land is located. Please circle: Yes (No)

8. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety. Please identify any potential impact the requested variance may have.
The building would not be visible to Neighbors.

**Economic hardship is not regarded by the Courts as a reason for approval. Neighborhood support or opposition, without any basis of facts, is not regarded by the Courts as reason for either approval or denial.**

Applicant Name: Colleen F Millard

Case #: _____



Date: 12/15/2025 - 2:43 PM
Design Name: Post Frame Design
Design ID: 311452464068
System V Estimate ID: 7856

MENARDS®
**Design & Buy™**
POST FRAME

## Estimated price: $13,263.16*

*Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

### How to recall and purchase a saved design at home

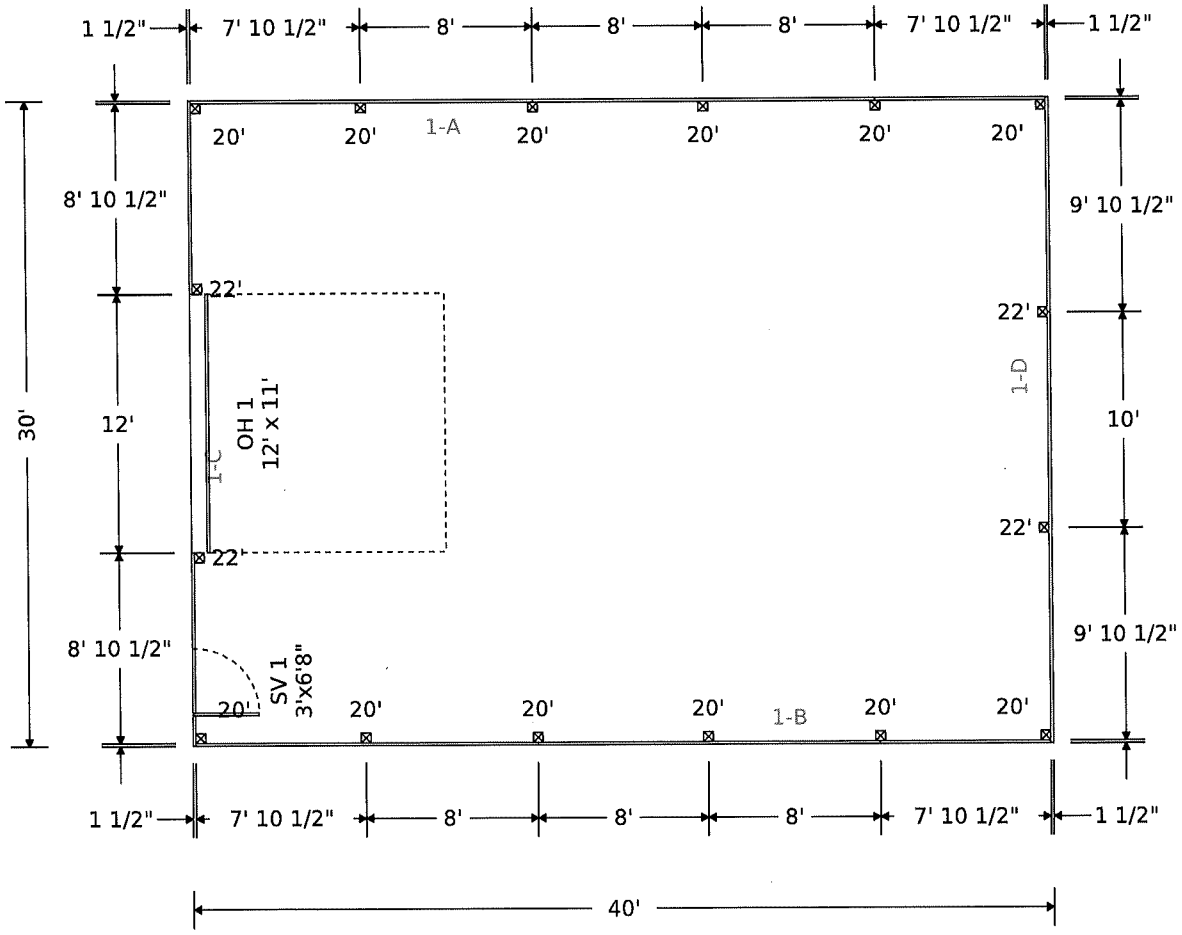
**OR**

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Buildings Designer
3. Recall your design by entering Design ID: 311452464068
4. Follow the on-screen purchasing instructions

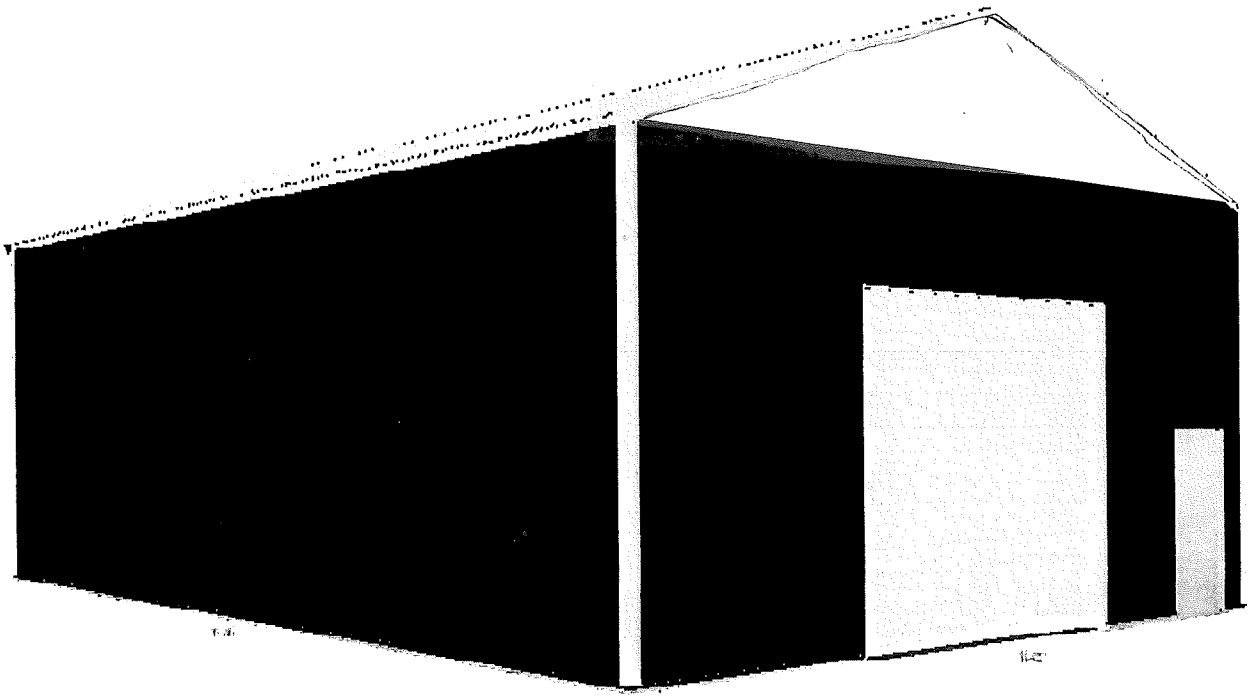
### How to purchase at the store

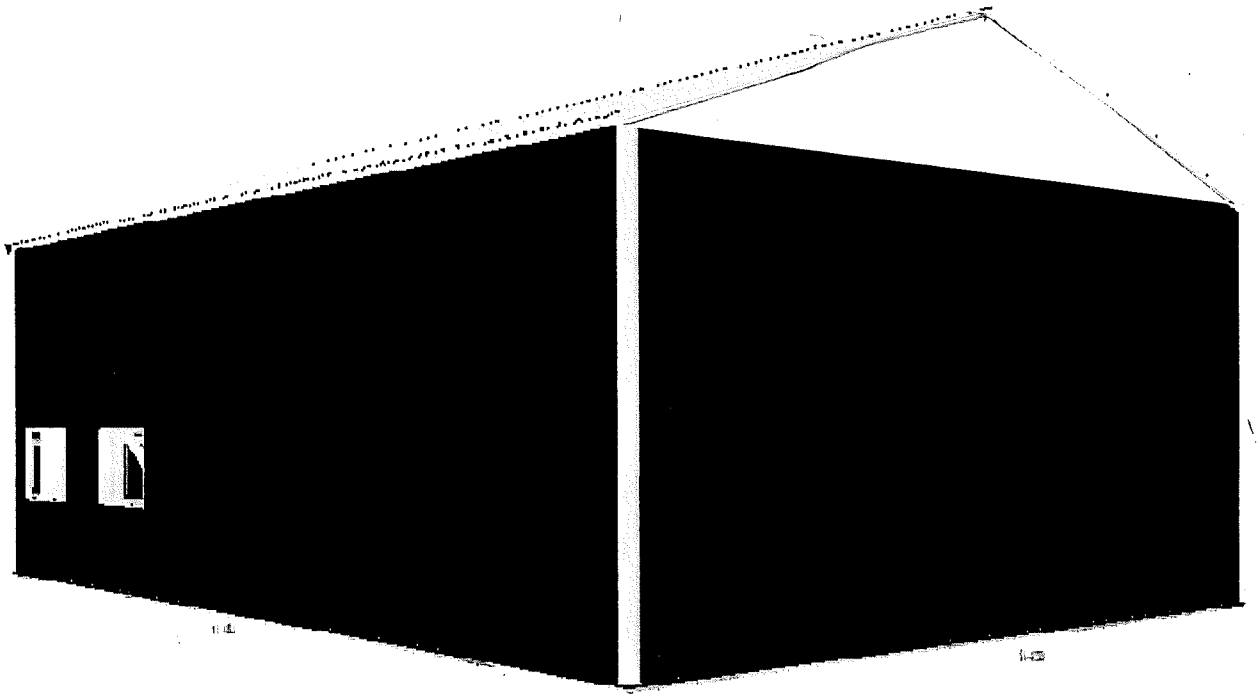
1. Enter Design ID: 311452464068 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions.

FLOOR PLAN



## Elevation Views





## Building Information

| | |
|---|---|
| 1. Building Use: | Code Exempt |
| 2. Width: | 30 ft |
| 3. Length: | 40 ft |
| 4. Inside Clear Height: | 14 ft |
| 5. Framing Type: | Post Framing |
| 6. Floor Finish: | Dirt / Gravel |
| 7. Post Embedment Depth: | 4 ft |
| 8. Footing Pad Size: | 14 in x 4 in (Pre-cast) |

## Wall Information

| | |
|---|---|
| 1. Post Spacing: | 8 ft |
| 2. Post Type: | Posts |
| 3. Girt Type: | Flat |
| 4. Exterior Wall Panel: | Pro-Rib |
| 5. Exterior Wall Color: | Brown |
| 6. Trim Color: | White |
| 7. Gable Accent: | No |
| 8. Sidewall A Eave Light: | None |
| 9. Sidewall B Eave Light: | None |
| 10. Wall Fastener Location: | In the Flat |
| 11. Bottom Trim: | Yes |
| 12. Eave Trim: | Yes |
| 13. Gradeboard Type: | 2x8 Treated Gradeboard |

## Interior Finish

| | |
|---|---|
| 1. Wall Insulation Type: | None |
| 2. Wall Liner Type: | None |
| 3. Roof Condensation Control: | None |

## Roof Information

| | |
|---|---|
| 1. Pitch: | 4/12 |
| 2. Truss Spacing: | 8 ft |
| 3. Roof Type: | Pro-Rib |
| 4. Roof Color: | White |
| 5. Ridge Options: | Universal Ridge Cap |
| 6. Roof Fastener Location: | In the Flat |
| 7. Endwall Overhangs: | 0 ft |
| 8. Sidewall Overhangs: | 0 ft |
| 9. Skylight Size: | None |
| 10. Ridge Vent Quantity: | None |
| 11. Ceiling Liner Type: | None |
| 12. Purlin Placement: | On Edge |
| 13. Ceiling Insulation Type: | None |

## Accessories

| | |
|---|---|
| 1. Outside Closure Strip: | Premium Vented |
| 2. Inside Closure Strip: | Standard |
| 3. Gable Vent Type: | None |
| 4. Cupola Size: | None |
| 5. Gutters: | No |
| 6. End Cap: | No |
| 7. Snow Guard: | No |
| 8. Mini Print: | Email Only |

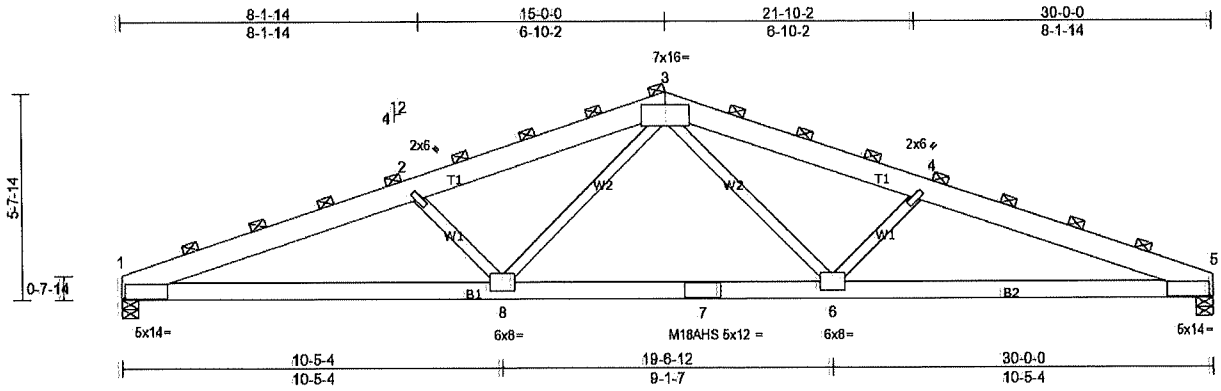
## Doors & Windows

| Name | Size | Wall |
|---|---|---|
| Window | 48"x36" | 1-B |
| Window | 48"x36" | 1-B |
| Overhead Door | 12' x 11' | 1-C |
| Service Door | 36"x80" | 1-C |

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

| Job | Truss | Truss Type | Qty | Ply | |
|---|---|---|---|---|---|
| QTREC0794293 | P3035NEW | Common | 1 | 1 | Job Reference (optional) |

Midwest Manufacturing, Eau Claire, WI — Run: 8.61 S Aug 11 2022 Print: 8.610 S Aug 11 2022 MiTek Industries, Inc. Thu Jun 29 11:03:3 — Page: 1
ID:PNaLufindVqatkyR46mT03zUNmA-MuBpjXjeD8zBjkUz1sDX9ZNuP2c1KaMm5BKlClz1Rlc




Scale = 1:49.8

Plate Offsets (X, Y): [1:0-6-14,0-2-8], [5:0-6-14,0-2-8]

| Loading | (psf) | Spacing | 8-0-0 | CSI | | DEFL | in | (loc) | l/defl | L/d | PLATES | GRIP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TCLL (roof) | 30.0 | Plate Grip DOL | 1.15 | TC | 0.79 | Vert(LL) | -0.42 | 6-8 | >838 | 240 | MT20 | 244/190 |
| Snow (Ps/Pg) | 28.4/50.0 | Lumber DOL | 1.15 | BC | 0.82 | Vert(CT) | -0.57 | 6-8 | >624 | 180 | M18AHS | 186/179 |
| TCDL | 4.0 | Rep Stress Incr | NO | WB | 0.78 | Horz(CT) | 0.19 | 5 | n/a | n/a | | |
| BCLL | 0.0 | Code | IBC2018/TPI2014 | Matrix-R | | | | | | | | |
| BCDL | 5.0 | | | | | | | | | | Weight: 191 lb | FT = 0% |

**LUMBER**
TOP CHORD 2x8 SP 2400F 2.0E
BOT CHORD 2x6 SP 2400F 2.0E
WEBS 2x4 SPF Stud *Except* W2:2x4 SPF No.2

**BRACING**
TOP CHORD 2-0-0 oc purlins (2-7-10 max.).
BOT CHORD Structural wood sheathing directly applied or 7-2-4 oc bracing.

**REACTIONS** (lb/size) 1=4414/0-5-8, (min. 0-3-13), 5=4414/0-5-8, (min. 0-3-13)
Max Horiz 1=213 (LC 11)
Max Uplift 1=-920 (LC 7), 5=-920 (LC 8)
Max Grav 1=4609 (LC 2), 5=4609 (LC 2)

**FORCES** (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
TOP CHORD 1-2=-10624/2115, 2-3=-9244/1845, 3-4=-9244/1846, 4-5=-10624/2117
BOT CHORD 1-8=-1964/9767, 7-8=-1106/6878, 6-7=-1106/6878, 5-6=-1818/9767
WEBS 2-8=-2434/801, 3-8=-499/2959, 3-6=-501/2959, 4-6=-2434/803

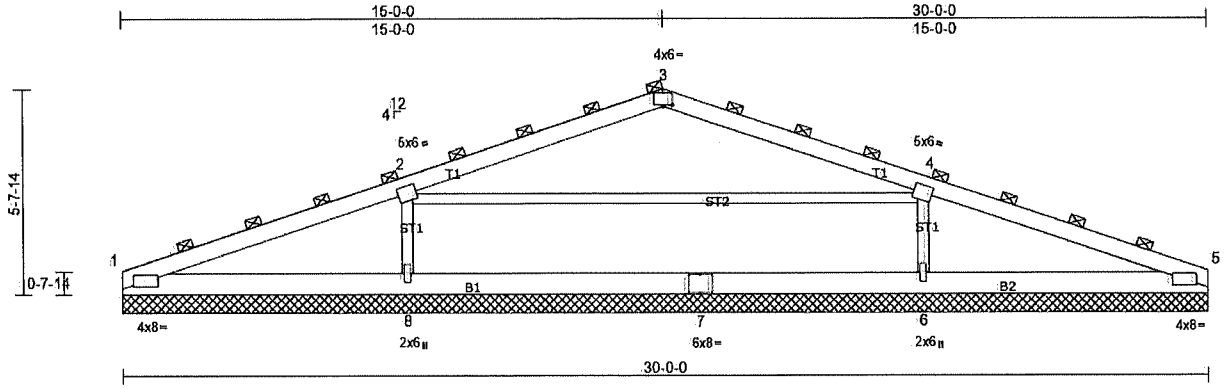
**JOINT STRESS INDEX**
1 = 0.99, 2 = 0.84, 3 = 0.93, 4 = 0.84, 5 = 0.99, 6 = 0.80, 7 = 0.64 and 8 = 0.80

**NOTES**
1) Unbalanced roof live loads have been considered for this design.
2) Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TCDL=2.4psf; BCDL=3.0psf; h=25ft; Cat. I; Exp C; Enclosed; MWFRS (envelope); cantilever left and right exposed ; end vertical left and right exposed; Lumber DOL=1.60 plate grip DOL=1.60
3) TCLL: ASCE 7-16; Pr=30.0 psf (roof LL: Lum DOL=1.15 Plate DOL=1.15); Pg=50.0 psf; Ps=28.4 psf (Lum DOL=1.15 Plate DOL=1.15); Is=0.8; Rough Cat C; Fully Exp.; Ce=0.9; Cs=0.94; Ct=1.20; Unobstructed slippery surface
4) Roof design snow load has been reduced to account for slope.
5) Unbalanced snow loads have been considered for this design.
6) Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
7) As requested, plates have not been designed to provide for placement tolerances or rough handling and erection conditions. It is the responsibility of the fabricator to increase plate sizes to account for these factors.
8) All plates are MT20 plates unless otherwise indicated.
9) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 920 lb uplift at joint 1 and 920 lb uplift at joint 5.
10) This truss is designed in accordance with the 2018 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.

**LOAD CASE(S)** Standard

| Job | Truss | Truss Type | Qty | Ply | |
|---|---|---|---|---|---|
| QTREC0784200 | P30E | GABLE | 1 | 1 | Job Reference (optional) |

Midwest Manufacturing, Eau Claire, WI — Run: 8.61 S Aug 11 2022 Print: 8.610 S Aug 11 2022 MiTek Industries, Inc. Sat May 06 07:50:56 — Page: 1
ID:ANAMA7lh8MB5jFg7YHW9YBzlERQ-wV47owjdWBLQPo2dR6vf1VfqLFMkKXm1Gh523xzJHbC




Scale = 1:50

Plate Offsets (X, Y): [3:0-3-0,0-0-7]

| Loading | (psf) | Spacing | 4-0-0 | CSI | | DEFL | in | (loc) | l/defl | L/d | PLATES | GRIP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TCLL (roof) | 35.0 | Plate Grip DOL | 1.15 | TC | 0.88 | Vert(LL) | n/a | - | n/a | 999 | MT20 | 197/144 |
| Snow (Ps/Pg) | 28.4/50.0 | Lumber DOL | 1.15 | BC | 0.52 | Vert(TL) | n/a | - | n/a | 999 | | |
| TCDL | 4.0 | Rep Stress Incr | NO | WB | 0.36 | Horiz(TL) | 0.03 | 5 | n/a | n/a | | |
| BCLL | 0.0 | Code | IBC2018/TPI2014 | Matrix-S | | | | | | | | |
| BCDL | 5.0 | | | | | | | | | | Weight: 167 lb | FT = 15% |

**LUMBER**
TOP CHORD 2x6 SP No.1
BOT CHORD 2x8 SPF No.2
OTHERS 2x4 SPF Stud *Except* ST2:2x4 SPF No.2

**BRACING**
TOP CHORD 2-0-0 oc purlins (5-1-5 max.).
BOT CHORD Structural wood sheathing directly applied or 10-0-0 oc bracing.

**REACTIONS** All bearings 30-0-0.
(lb) - Max Horiz 1=89 (LC 12)
Max Uplift All uplift 100 (lb) or less at joint(s) except 1=-155 (LC 8), 5=-156 (LC 9), 6=-360 (LC 13), 8=-361 (LC 12)
Max Grav All reactions 250 (lb) or less at joint(s) except 1=980 (LC 2), 5=980 (LC 2), 6=1745 (LC 17), 8=1745 (LC 16)

**FORCES** (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
TOP CHORD 1-2=-1575/202, 2-3=-1612/306, 3-4=-1612/305, 4-5=-1575/201
BOT CHORD 1-8=-136/1328, 7-8=-136/1328, 6-7=-136/1328, 5-6=-136/1328
WEBS 2-8=-1457/379, 4-6=-1457/378

**JOINT STRESS INDEX**
1 = 0.75, 2 = 0.25, 2 = 0.59, 3 = 0.43, 4 = 0.25, 4 = 0.59, 5 = 0.75, 6 = 0.42, 7 = 0.69, 8 = 0.42, 9 = 0.59 and 10 = 0.59

**NOTES**
1) Unbalanced roof live loads have been considered for this design.
2) Wind: ASCE 7-16; Vult=105mph (3-second gust) Vasd=83mph; TCDL=2.4psf; BCDL=0.6psf; h=25ft; Cat. I; Exp C; Enclosed; MWFRS (envelope); cantilever left and right exposed ; end vertical left and right exposed; Lumber DOL=1.60 plate grip DOL=1.60
3) Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
4) TCLL: ASCE 7-16; Pr=35.0 psf (roof LL: Lum DOL=1.15 Plate DOL=1.15); Pg=50.0 psf; Ps=28.4 psf (Lum DOL=1.15 Plate DOL=1.15); Is=0.8; Rough Cat C; Fully Exp.; Ce=0.9; Cs=0.94; Ct=1.20; Unobstructed slippery surface
5) Roof design snow load has been reduced to account for slope.
6) Unbalanced snow loads have been considered for this design.
7) Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
8) Gable requires continuous bottom chord bearing.
9) Vertical gable studs spaced at 7-10-4 oc and horizontal gable studs spaced at 2-0-0 oc.
10) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
11) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 154 lb uplift at joint 1, 155 lb uplift at joint 5, 360 lb uplift at joint 8 and 359 lb uplift at joint 6.
12) This truss is designed in accordance with the 2018 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
13) Graphical purlin representation does not depict the size or the orientation of the purlin along the top and/or bottom chord.

**LOAD CASE(S)** Standard

# Map Title

6/1/2026, 11:31:58 AM

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Streets

City Limits

Parcels

Cottage Grove

City of Cottage Grove, MN

# City Council Action Request

# 7.R.

**Meeting Date** 7/15/2026

**Department** Community Development

**Agenda Category** Action Item

**Title** 9165 West Point Douglas Road (Majestic) Demolition

**Staff Recommendation** 1) Adopt Resolution 2026-099 making certain findings with respect to a structurally substandard building located at 9165 West Point Douglas Road South. 2) Approve the deferred assessment waiver agreement with Mike McGrath. 3) Adopt Resolution 2026-100 awarding the demolition and site restoration of 9165 West Point Douglas Road South to the low quote supplied by JM Hauling LLC in the amount of $121,023.50. 4) Authorize execution of the service agreement with JM Hauling LLC. 5) Adopt Resolution 2026-101 approving an interfund transfer from EDA Trust Fund to EDA Operating Fund in the amount of $121,023.50 for the demolition and site restoration cost.

**Budget Implication**

**Attachments**

| | |
|---|---|
| 1. | 2026-7-15 Majestic Demo_Deferred Assessment_Findings CC Memo |
| 2. | RES 2026-099_Cottage Grove Majestic Ballroom City Council Resolution Designating Substandard |
| 3. | 260120 Majestic Ballroom TIF Letter of Finding |
| 4. | Ehlers Memo 6-11-26 |
| 5. | RES 2026-100_Resolution Majestic Ballroom Demolition |
| 6. | SIGNED_Deferred Assessment Appeal Waiver Agreement_7-15-26 |
| 7. | 2026-7-8 AGREEMENT FOR PROFESSIONAL SERVICES - signed |
| 8. | Majestic Demo Quote-JM Hauling |
| 9. | Dynamic Earth |
| 10. | Majestic Ballroom Demolition Quote Bolander Rev 1 |
| 11. | NML Quote |
| 12. | RES 2026-101_Resolution Interfund Transfer 2026_majestic demo cost |

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

**From:** Emily Schmitz, Community Development Director
Nate Carlson, Economic Development Manager
Angela Popenhagen, Consultant Engineer

**Date:** July 8, 2026

**Re:** 9165 West Point Douglas Road S (Majestic Ballroom) – Adopt Findings, Approve Deferred Assessment Waiver Agreement, Award Demolition and Site Restoration Bid

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## Background

What has been known as the Majestic Ballroom site, 9165 West Point Douglas Road South, closed in 1999 and was utilized for an equipment business until 2005. Since the business closure, the building has been vacant and deteriorating rapidly. Following years of planning and coordination with the current owners, the City has the opportunity to proceed with demolition of the building and preparing the site for future development opportunities.

## Discussion

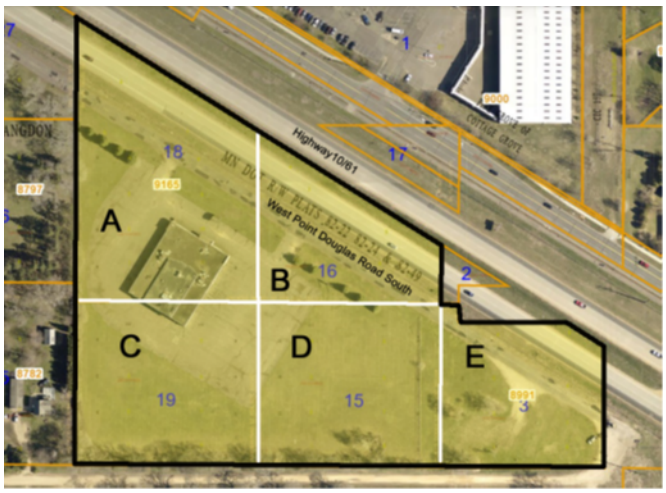
**Substandard Building Letter of Finding**

At the next Economic Development Authority (EDA) meeting, the EDA will consider a resolution finding the Majestic Ballroom a "structurally substandard building" as defined in State law related to making it eligible for Tax Increment Financing as a redevelopment district. This action is not an authorization for demolition. However, this action needs to occur before demolition can begin. This action item is necessary to consider Tax Increment Financing in the future. The attached resolution is a required action prior to a Redevelopment Tax Increment Financing (TIF) District being established. Sec. 469.174 MN Statutes subdivision 10 regulates the creation and uses of a Redevelopment District and details the necessary actions for deeming a building as "structurally substandard."

It is best practice that the City contracts with a consultant that conducts a report for the EDA and Council to review. In this case, City staff contracted with LHB to complete the TIF analysis. A brief summary of the findings is listed below.

**TIF Analysis Findings for 9165 West Point Douglas Road South**

LHB inspected one building on five parcels in Cottage Grove, Minnesota, to determine if it meets the definition of "Substandard" as defined by *Minnesota Statutes, Section 469.174, subdivision 10*. The building parcels may potentially be part of a future Redevelopment TIF District, so they will need to be compliant with all the statutes pertaining to a Redevelopment District. The building is located at 9165 West Point Douglas Road South (Parcel A in Diagram 1 below).




**Conclusion of Findings**

After evaluating the condition of the building on March 9, 2026, and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the building qualifies as substandard.

To maintain the option of a Redevelopment TIF District in the future, the resolution deeming the building substandard must take place before demolition. The City's Financial Adviser, Schane Rudlang with Ehlers, has provided a memo to the City that provides detail of the future action.

It should be noted that these actions do not guarantee any financial assistance to a future project. This is merely a preliminary action to lay the foundation for a potential request. If this action is not taken, this common tool used to incentivize redevelopment by cities would not be an option. Until an application is made, and a thorough review conducted, the City Council does not authorize any City assistance with the substandard building designation. As a developer plans for development and if a request for Tax Increment Financing for a project on this site is received, the City will adhere to the City's Business Subsidy Policy and State Statutes. Future actions would include the following:

1. Application made by developers of Majestic Ballroom Site.
2. Financial analysis conducted for request.
3. Workshop with EDA to review financial analysis.
4. Hold a public hearing to establish the TIF District.
5. EDA takes action on TIF request.
6. Council affirms EDA decision.

There is no formal proposal for redevelopment of the site currently. However, staff is working with the current owner to clear the site and prepare for future development.

**Deferred Assessment Waiver**

This agreement, which has been signed by all property owners, allows the assessment for the building demolition, asbestos abatement, and site cleanup and restoration to be deferred until

they sell for development, at which time the assessment is due in full. The document waives the property owner's ability to contest the assessment.

**Demolition Bid Award**

The City requested quotes for the demolition of the building, abatement of asbestos and other regulated materials, sealing of the well and abandonment of the septic system. The Requested quotes are from contractors licensed by the State of Minnesota to perform asbestos abatement for the demolition.

Four contractors submitted quotes as follows:

JM Hauling LLC: $121,023.50
Bolander: $155,270.00
Dynamic Earth & Civil: $188,742.00
NML Contracting: $264,286.00

## Recommendation

1. Adopt Resolution 2026-099 making certain findings with respect to a structurally substandard building located at 9165 West Point Douglas Road South.
2. Approve the deferred assessment waiver agreement with Mike McGrath.
3. Adopt Resolution 2026-100 awarding the demolition and site restoration of 9165 West Point Douglas Road South to the low quote supplied by JM Hauling LLC in the amount of $121,023.50.
4. Authorize execution of the service agreement with JM Hauling LLC.
5. Adopt Resolution 2026-101 approving an interfund transfer from EDA Trust Fund to EDA operating fund in the amount of $121,023.50 for the demolition and site restoration cost.

**CITY OF COTTAGE GROVE, MINNESOTA**
**CITY COUNCIL**
**RESOLUTION 2026-099**

**RESOLUTION MAKING CERTAIN FINDINGS WITH RESPECT TO A STRUCTURALLY SUBSTANDARD BUILDING AND OTHER IMPROVEMENTS PRIOR TO DEMOLITION IN CONNECTION WITH THE MAJESTIC BALLROOM SITE**

WHEREAS, the City of Cottage Grove, Minnesota (the "City") is duly organized and existing under the Constitution and laws of the State of Minnesota;

WHEREAS, the City and the Cottage Grove Economic Development Authority (the "Authority") have determined that certain property currently identified as Parcel ID Nos. 21.027.21.41.0015, 21.027.21.41.0013, 21.027.21.41.0016, 21.027.21.41.0012, and 21.027.21.41.0005 located at approximately 9165 West Point Douglas Road South (the "Property") in the City is in need of redevelopment;

WHEREAS, the Authority is considering establishing one or more Tax Increment Financing Districts which are anticipated to include the Property and adjacent roads and rights of way (each a "TIF District") pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act");

WHEREAS, Section 469.174, subdivision 10(d), of the TIF Act, provides, among other things that a parcel may be deemed to be occupied by a structurally substandard building and/or other qualifying building and by improvements if (1) the parcel was occupied by a substandard building or other improvements within 3 years of the filing of the request for certification of the parcel as part of the district with the county auditor; (2) the substandard buildings or other improvements were demolished or removed by the authority or the demolition or removal was financed by the authority or was done by a developer under a development agreement with the authority; and (3) the authority found by resolution before the demolition or removal that the parcel was occupied by a structurally substandard building or other qualifying building and that after demolition and clearance the authority intended to include the parcel within a district;

WHEREAS, under Section 469.174, subdivision 10(d), of the TIF Act, the Authority and the City are authorized to make findings regarding parcels occupied by a structurally substandard building and other improvements prior to demolition or removal of the building and other improvements and prior to establishing a TIF District and, subject to certain terms and conditions as described in this resolution, such buildings and other improvements will be deemed to exist at the time of establishing a TIF District despite demolition or removal;

WHEREAS, such findings and actions do not obligate the Authority or the City to create a tax increment financing district but preserve the opportunity to do so;

WHEREAS, for public safety and redevelopment reasons, the Authority and the City wish to demolish a substandard building currently located on the Property in connection with redevelopment of the Property prior to the creation of the TIF District (the "Project");

WHEREAS, the Authority and the City have determined to designate certain expenses of the Authority or the City relating to the Project, including but not limited to, demolition, real estate, planning, engineering, infrastructure, environmental and administrative expenses and debt service costs related to financing such expenses (the "Expenditures") as an interfund loan under Section 469.178, subdivision 7 of the TIF Act.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, as follows:

1. The Council has received that certain TIF Analysis Findings for 9165 West Point Douglas Road South, dated April 2, 2026, prepared by LHB Corporation (the "Inspection Report"), documenting that the Property consists of five parcels with one building and, based on an inspection of the building, the building on the Property was determined to be substandard under the definition set forth in Minnesota Statutes, Sections 469.174, subdivision 10 (the "Substandard Building"). Based on the Inspection Report and other information available to the Council, the Council finds that the building currently on the Property is structurally substandard to a degree requiring substantial renovation or clearance. The reasons and supporting facts for this determination are included in the Inspection Report and on file with City staff.

2. In addition, in satisfaction of Minnesota Statutes Section 469.174, Subdivisions 10(a)(1) and (d)(3), the Council hereby finds, based on the Inspection Report, the following conditions, reasonably distributed throughout the proposed TIF District, exist: (1) parcels consisting of at least 70% of the area of the proposed TIF District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and (2) more than 50% of the buildings located within the proposed TIF District are deemed "structurally substandard" (within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10(b) and (c)) to a degree requiring substantial renovation or clearance as follows: The Property consists of five parcels, and (1) four of the five parcels (i.e. 80% which is more than 70%) are "occupied" as defined in Minnesota Statutes, Section 469.174, subdivision 10(e), in that at least 15% of the

area of each parcel is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures, and (2) there is one building on the Property, which is structurally substandard to a degree requiring substantial renovation or clearance and the costs of bringing the structurally substandard building into compliance with building codes applicable to a new building would exceed 15% of the cost of constructing new structures of the same size and type on the site.

3. After the date of approval of this resolution, the building and other improvements on the Property may be demolished or removed by the Authority or the City or such demolition or removal may be financed by the Authority or the City, or may be undertaken by a developer pursuant to a development agreement between such developer and the Authority.

4. The Authority and the City intend to demolish or finance the demolition of the Substandard Building on the Property and, subject to the requirements of the TIF Act, after demolition and clearance the Authority and the City intend to subsequently include the Property in one or more redevelopment TIF Districts, which, if established, shall be established and certification requested therefor from the Washington County auditor within 3 years after the date of building demolition on the Property.

5. Upon filing the request for certification of a new TIF District, the Authority will notify the Washington County auditor that the original tax capacity of the Property must be adjusted to reflect the greater of (a) the current net tax capacity of the parcel, or (b) the estimated market value of the parcel for the year in which the Substandard Building thereon was demolished or removed, but applying class rates for the current year, all in accordance with Minnesota Statutes, Section 469.174, subdivision 10(d).

6. The Authority and the City hereby designate the Expenditures as an interfund loan to be repaid from the tax increments from the applicable TIF District, when and if established, in an aggregate principal amount up to $121,023.50 (the “Interfund Loan”), together with interest thereon from the date of expenditure or advance at the rate of 7.0%, which is the rate determined in accordance with Minnesota Statutes, Section 469.178, Subdivision 7 as the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time the Interfund Loan, or any part of it, is first made; provided, however, the Economic Development Manager is authorized to specify a lower rate.

7. Principal and interest (“Payments”) on the Interfund Loan will be paid annually on or before December 31 (each a “Payment Date”), commencing on the first Payment Date on which the Authority or the City has Available Tax Increment (defined below), or on any other dates determined by the Economic Development Manager, through the earlier of

(i) the date the Interfund Loan and all accrued interest thereon are paid in full or (ii) the date of last receipt of tax increment from the applicable TIF District.

8. Payments on the Interfund Loan will be made solely from the tax increment from the applicable TIF District received by the Authority or the City from Washington County in the 12-month period before any Payment Date, net of the amount paid under any agreement with a private developer or otherwise pledged to the payment of any obligation (the "Available Tax Increment"). Payments shall be applied first to accrued interest, and then to unpaid principal, unless otherwise specified by the Economic Development Manager. Interest accrued from the loan date will be compounded semiannually on February 1 and August 1 of each year and added to principal, unless otherwise specified by the Economic Development Manager. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes, or contracts secured in whole or in part with tax increments of the applicable TIF District and are on a parity with any other outstanding or future interfund loans secured in whole or in part with tax increments of such TIF District. The principal sum and all accrued interest payable under this resolution are pre-payable in whole or in part at any time by the Authority or the City without premium or penalty. As directed by the Economic Development Manager, such payments may be used to directly reimburse the City or the Authority for demolition, real estate, planning, engineering, infrastructure, and environmental expenses of the Project and administrative costs in connection with the Project.

9. This resolution is evidence of internal borrowing by the Authority and the City in accordance with Section 469.178, subdivision 7, of the TIF Act and the Authority and the City are authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act. The written terms and conditions of the Interfund Loan are set forth herein and may be modified or amended in writing by the Authority or the City, as applicable, prior to the final Payment Date.

10. The Interfund Loan shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the Authority or the City and is payable solely from Available Tax Increment.

11. The City or the Authority may at any time make a determination to forgive the outstanding principal amount on the Interfund Loan, in whole or in part, on any date, to the extent permissible under law.

12. The Mayor Pro Tem and City Administrator are hereby authorized and directed to take all actions and sign any documents or agreements necessary to implement this resolution.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

April 2, 2026

Nate Carlson
Economic Development Manager
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

TIF ANALYSIS FINDINGS FOR 9165 WEST POINT DOUGLAS ROAD SOUTH

LHB was hired to inspect one building on five parcels in Cottage Grove, Minnesota, to determine if it meets the definition of "Substandard" as defined by *Minnesota Statutes, Section 469.174, subdivision 10*. The building parcels may potentially be part of a future Redevelopment TIF District, so they will need to be compliant with all the statutes pertaining to a Redevelopment District.

The building is located at 9165 West Point Douglas Road South (Parcel A in Diagram 1).

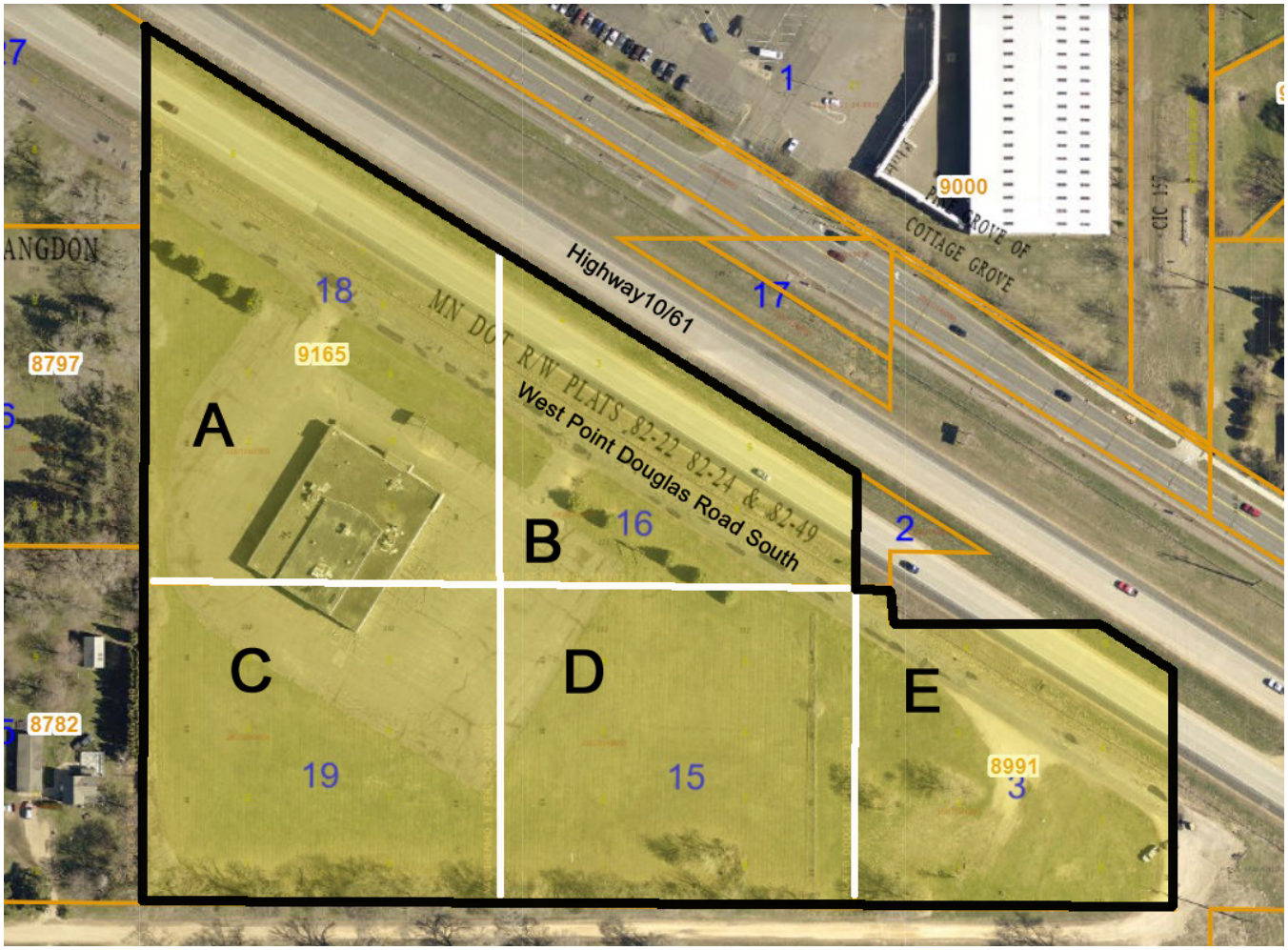



*Diagram 1*

## CONCLUSION

After evaluating the condition of the building on March 9, 2026 and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the building qualifies as substandard.

The remainder of this letter and attachments describe our process and findings in detail.

## MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

### INTERIOR INSPECTION

> *"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."*

### EXTERIOR INSPECTION AND OTHER MEANS

> *"An interior inspection of the property is not required, if the municipality finds that*
>
> > *(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and*
> >
> > *(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."*

### DOCUMENTATION

> *"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1)."*

### QUALIFICATION REQUIREMENTS

*Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1)* requires two tests for occupied parcels:

1. Coverage Test

   > *"…parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots…"*

   The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

   > *"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."*

The LHB team reviewed the following parcels:

Parcel A ID Number 21.027.21.41.0015
- The parcel is approximately 137,281 sf and is 81 percent covered by buildings, parking lots or other improvements.

Parcel B ID Number 21.027.21.41.0013
- The parcel is approximately 69,655 sf and is 82 percent covered by buildings, parking lots or other improvements.

Parcel C ID Number 21.027.21.41.0016
- The parcel is approximately 98,284 sf and is 30 percent covered by buildings, parking lots or other improvements.

Parcel D ID Number 21.027.21.41.0012
- The parcel is approximately 98,285 sf and is 12 percent covered by buildings, parking lots or other improvements.

Parcel E ID Number 21.027.21.41.0005
- The parcel is approximately 78,269 sf and is 32 percent covered by buildings, parking lots or other improvements.

Findings
Four out of five parcels are covered by buildings, parking lots or other improvements, exceeding the 15 percent parcel requirement.

2. Condition of Buildings Test

*Minnesota Statutes, Section 469.174, Subdivision 10(a)* states:

> *"…and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"*

Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

> *"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."*

We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b))* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Findings
The building exceeds the criteria required to be determined a substandard building (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in *Subdivision 10(c)* which states:

> *"A building is not structurally substandard if it follows the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence based on reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."*
>
> *"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."*

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c))* for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- Chapter 13 of the *2015 Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the International Energy Conservation Code." Furthermore, *Minnesota Rules, Chapter 1305.0021 Subpart 9* states, "References to the International Energy Conservation Code in this code mean the Minnesota Energy Code…"
- Chapter 11 of the *2015 Minnesota Residential Code* incorporates *Minnesota Rules, Chapters, 1322 and 1323 Minnesota Energy Code*.
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.

Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

## Findings

The building has code deficiencies exceeding the 15 percent building code deficiency criteria required to be determined substandard (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

## TEAM CREDENTIALS

MICHAEL A. FISCHER, AIA, LEED AP - PROJECT PRINCIPAL / TIF ANALYST
Michael has 39 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial, and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 130 cities with strategic planning for TIF Districts. He is an Architectural Principal and Vice President at LHB.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including City Council President in Superior, Wisconsin, Chair of the Duluth/Superior Metropolitan Planning Organization, and Chair of the Edina, Minnesota Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

PHIL FISHER – INSPECTOR
For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

## ATTACHMENTS

We have attached a Building Code, Condition Deficiency and Context Analysis Report, Replacement Cost Report, Code Deficiency Report, and thumbnail photo sheets of the building.

Please contact me at (612) 752-6920 if you have any questions.

LHB, INC.

MICHAEL A. FISCHER, AIA, LEED AP

c: LHB Project No.260120.00

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# Majestic Ballroom Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

| **Parcel A** | **Majestic Ballroom** |
|---|---|
| Address: | 9165 West Point Douglas Road South, Cottage Grove, Minnesota 55016 |
| Parcel ID: | 2102721410015 |
| Inspection Date(s) & Time(s): | March 9, 2026, 11:00 am |
| Inspection Type: | Interior and Exterior |
| Summary of Deficiencies: | It is our professional opinion that this building is Substandard because:<br>- Substantial renovation is required to correct Conditions found.<br>- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies. |

| | |
|---|---|
| Estimated Replacement Cost: | $2,938,700 |
| Estimated Cost to Correct Building Code Deficiencies: | $1,353,902 |
| Percentage of Replacement Cost for Building Code Deficiencies: | 46.1% |

**DEFECTS IN STRUCTURAL ELEMENTS**

1. The subsurface concrete block is damaged from water runoff, affecting structural integrity which should be repaired per code.

**COMBINATION OF DEFICIENCIES**

1. Essential Utilities and Facilities
   a. There is no code required accessible parking.
   b. There is no code required accessible route into the building.
   c. The restrooms do not comply with accessibility code.

2. Light and Ventilation
   a. The lighting system does not comply with code.
   b. The electrical wiring system does not comply with code.
   c. The HVAC system does not comply with code.

3. Fire Protection/Adequate Egress
   a. Thresholds do not comply with code for maximum height.
   b. The flooring materials are damaged creating an impediment to emergency egress which is contrary to code.
   c. Debris is scattered over the floor creating an impediment to emergency egress which is contrary to code.
   d. There is no operable emergency exit signs as required by code.
   e. There are no operable emergency exit lights as required by code.

f. There is no code required emergency notification system.
g. There are no code required smoke detectors.
h. There is no code required building fire suppression system.

4. Layout and Condition of Interior Partitions/Materials
   a. Ceiling tile is damaged or missing and should be replaced, per code.
   b. Mold is present throughout the building.
   c. Interior walls should be repaired and repainted.

5. Exterior Construction
   a. Exterior wood trim should be repainted.
   b. The metal soffit by the front entrance is missing and should be replaced to prevent water intrusion per code.
   c. Exterior concrete block is cracked and damaged allowing for water intrusion which is contrary to code.
   d. Exterior concrete block should be repainted.
   e. Hollow metal exterior doors should be repainted.
   f. Downspouts should be replaced.
   g. Roofing materials have failed allowing for water intrusion which is contrary to code.

## DESCRIPTION OF CODE DEFICIENCIES

1. Damaged subsurface concrete block should be repaired to protect the integrity of the foundation per code.
2. An accessible parking area should be created per code.
3. An accessible route into the building should be created per code.
4. The restrooms should be modified to comply with code.
5. A code compliant lighting system should be installed.
6. A code compliant electrical wiring system should be installed.
7. A code compliant HVAC system should be installed.
8. Thresholds should be modified to comply with code for maximum height.
9. Damaged flooring materials should be replaced to create a code required unimpeded means for emergency egress.
10. Debris on floor should be removed to create a code required unimpeded means for emergency egress.
11. Operable emergency exit signs should be installed.
12. An operable emergency lighting system should be installed.
13. An operable emergency notification system should be installed.
14. Code required smoke detectors should be installed.
15. A code required building fire suppression system should be installed.
16. Replace damaged/missing ceiling tile to comply with code.
17. Replace metal soffit to prevent water intrusion per code.
18. Repair/replace damaged concrete block to prevent water intrusion per code.
19. Replace failed roofing materials to prevent water intrusion per code.

## OVERVIEW OF DEFICIENCIES

The building exhibits several significant deficiencies that must be addressed to comply with current codes and ensure occupant safety. Water runoff has damaged the subsurface concrete block, compromising structural integrity and necessitating repairs per code. The property lacks code-required accessible parking and an accessible route into the building, and the restrooms are not compliant with accessibility standards. The lighting and electrical wiring systems fail to meet code requirements, as does the HVAC system. Additionally, thresholds exceed the maximum allowable height, and damaged flooring materials impede emergency egress, as does scattered debris throughout the interior. There are no operable emergency exit signs or lights, nor is there a required emergency notification system. The absence of smoke detectors and a building fire suppression system further increases risk. Damaged or missing ceiling tiles must be replaced, and mold is present throughout the building. Interior walls require repair and repainting, while exterior wood trim, concrete block, and hollow metal doors also need repainting. The metal soffit at the front entrance is missing, and both exterior and subsurface concrete blocks are cracked and damaged, allowing water intrusion. Downspouts require replacement, and the roofing materials have failed, contributing to additional water intrusion. These conditions collectively demonstrate that the building is not in compliance with applicable codes and must undergo substantial remediation to ensure safety and accessibility for all occupants.

## ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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# Majestic Ballroom Redevelopment TIF District

## Replacement Cost Report

| RSMeans data from GORDIAN | Square Foot Cost Estimate Report | Date: | 3/20/2026 |
|---|---|---|---|
| Estimate Name: | 9165 West Point Douglas Road South | | |
| Building Type: | Concrete Block / Rigid Steel | | |
| Location: | COTTAGE GROVE, MN | | |
| Story Count: | 1 | | |
| Story Height (L.F.): | 14.00 | | |
| Floor Area (S.F.): | 19400 | | |
| Labor Type: | OPN | | |
| Basement Included: | No | | |
| Data Release: | Year 2026 Quarter 1 | Costs are derived from a building model with basic components. | |
| Cost Per Square Foot: | $151.48 | Scope differences and market conditions can cause costs to vary significantly. | |
| Building Cost: | $2,938,700.17 | | |

| | | Quantity | % of Total | Cost Per S.F. | Cost |
|---|---|---|---|---|---|
| **A** | **Substructure** | | **9.99%** | **$13.16** | **$255,291.86** |
| **A1010** | **Standard Foundations** | | | **$5.49** | **$106,577.28** |
| A10101051520 | Foundation wall, CIP, 4' wall height, direct chute, .099 CY/LF, 4.8 PLF, 8" thick | 140 | | $0.66 | $12,815.60 |
| A10101051560 | Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick | 560 | | $3.05 | $59,134.60 |
| A10101102500 | Strip footing, concrete, reinforced, load 5.1 KLF, soil bearing capacity 3 KSF. 12" deep x 24" wide | 560 | | $1.64 | $31,826.20 |
| A10102107200 | Spread footings, 3000 PSI concrete, load 50K, soil bearing capacity 6 KSF. 3' - 0" square x 12" deep | 11.64 | | $0.14 | $2,800.88 |
| **A1030** | **Slab on Grade** | | | **$7.20** | **$139,748.87** |
| A10301202240 | Slab on grade, 4" thick, non industrial, reinforced | 19400 | | $7.20 | $139,748.87 |
| **A2010** | **Basement Excavation** | | | **$0.46** | **$8,965.71** |
| A20101104560 | Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage | 19400 | | $0.46 | $8,965.71 |
| **B** | **Shell** | | **26.53%** | **$34.95** | **$677,942.79** |
| **B1020** | **Roof Construction** | | | **$15.74** | **$305,450.29** |
| B10201245200 | Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns, 45'x50' bay, 40 PSF superimposed load, 52.5" deep, 61 PSF total load | 19400 | | $14.60 | $283,219.05 |
| B10201245250 | Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns, 45'x50' bay, 40 PSF superimposed load, 52.5" deep, 61 PSF total load, add for columns | 19400 | | $1.15 | $22,231.24 |
| **B2010** | **Exterior Walls** | | | **$7.62** | **$147,772.71** |
| B20101155440 | Concrete block (CMU) wall, split rib, 8 ribs, hollow, regular weight, 8x8x16, reinforced, vertical #5@32", grouted | 6272 | | $7.62 | $147,772.71 |
| **B2030** | **Exterior Doors** | | | **$2.59** | **$50,291.04** |
| B20301106350 | Door, aluminum & glass, without transom, narrow stile, double door, hardware. 6'-0" x 7'-0" opening | 1.94 | | $1.29 | $25,011.64 |
| B20302203450 | Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening | 5.82 | | $1.30 | $25,279.40 |
| **B3010** | **Roof Coverings** | | | **$8.86** | **$171,969.77** |
| B30101051400 | Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped | 19400 | | $4.34 | $84,144.40 |
| B30103203090 | Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite | 19400 | | $3.11 | $60,344.09 |
| B30104201400 | Roof edges, aluminum, duranodic, .050" thick, 6" face | 560 | | $0.81 | $15,641.47 |
| B30104300040 | Flashing, aluminum, no backing sides, .019" | 560 | | $0.27 | $5,148.65 |
| B30106305100 | Gravel stop, aluminum, extruded, 4", mill finish, .050" thick | 560 | | $0.34 | $6,691.16 |
| **B3020** | **Roof Openings** | | | **$0.13** | **$2,458.98** |
| B30202100300 | Roof hatch, with curb, 1" fiberglass insulation, 2'-6" x 3'-0", galvanized steel. 165 lbs | 1 | | $0.13 | $2,458.98 |

| | | | | | |
|---|---|---|---|---|---|
| **C** | **Interiors** | | **25.41%** | **$33.47** | **$649,398.19** |
| **C1010** | **Partitions** | | | **$6.20** | **$120,313.40** |
| C10101265800 | Metal partition, 5/8"fire rated gypsum board face, 1/4" sound deadening gypsum board, 2-1/2" @ 24", same opposite face, no insulation | 13857.14 | | $6.20 | $120,313.40 |
| **C1020** | **Interior Doors** | | | **$1.49** | **$28,854.51** |
| C10201022600 | Door, single leaf, kd steel frame, hollow metal, commercial quality, flush. 3'-0" x 7'-0" x 1-3/8" | 19.4 | | $1.49 | $28,854.51 |
| **C1030** | **Fittings** | | | **$2.85** | **$55,259.90** |
| C10301100460 | Toilet partitions, cubicles, ceiling hung, stainless steel | 19.4 | | $2.57 | $49,893.15 |
| C10305100120 | Directory boards, outdoor, black plastic, 36" x 24" | 1.94 | | $0.12 | $2,271.41 |
| C10305200100 | Bulletin board, cork sheets, no frame, 1/4" thick | 48.5 | | $0.02 | $454.05 |
| C10305200210 | Chalkboards, wall hung, aluminum, wood frame & chalktrough | 77.6 | | $0.12 | $2,353.53 |
| C10309100510 | Mail boxes, horizontal, front loaded, aluminum, 10" x 12" x 15" deep | 1.94 | | $0.01 | $287.76 |
| **C3010** | **Wall Finishes** | | | **$3.34** | **$64,839.41** |
| C30102202000 | 2 coats paint on masonry with block filler | 6272 | | $1.68 | $32,536.75 |
| C30102300140 | Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats | 27714.29 | | $1.67 | $32,302.66 |
| **C3020** | **Floor Finishes** | | | **$8.38** | **$162,617.59** |
| C30204100160 | Carpet, tufted, nylon, roll goods, 12' wide, 36 oz | 9700 | | $2.97 | $57,701.71 |
| C30204100220 | Carpet, padding, add to above, 2.7 density | 9700 | | $0.63 | $12,280.88 |
| C30204100260 | Composition flooring, acrylic, 1/4" thick | 9700 | | $4.78 | $92,635.00 |
| **C3030** | **Ceiling Finishes** | | | **$11.21** | **$217,513.38** |
| C30302106000 | Acoustic ceilings, 3/4" fiberglass board, 24" x 48" tile, tee grid, suspended support | 19400 | | $11.21 | $217,513.38 |
| **D** | **Services** | | **38.07%** | **$50.14** | **$972,758.61** |
| **D2010** | **Plumbing Fixtures** | | | **$5.24** | **$101,610.73** |
| D20101102000 | Water closet, vitreous china, tank type, 2 piece close coupled | 16.1 | | $1.70 | $33,027.30 |
| D20102102040 | Urinal, vitreous china, stall type | 3.05 | | $0.55 | $10,700.12 |
| D20103101640 | Lavatory w/trim, vanity top, PE on CI, 18" round | 6.4 | | $0.51 | $9,895.51 |
| D20104101800 | Kitchen sink w/trim, countertop, PE on CI, 32" x 21" double bowl | 3.05 | | $0.35 | $6,712.75 |
| D20104404300 | Service sink w/trim, PE on CI,wall hung w/rim guard, 22" x 18" | 3.05 | | $1.03 | $20,050.20 |
| D20108202080 | Water cooler, electric, floor mounted, dual height, 14.3 GPH | 6.11 | | $1.09 | $21,224.85 |
| **D2020** | **Domestic Water Distribution** | | | **$14.15** | **$274,573.39** |
| D20202402180 | Electric water heater, commercial, 100< F rise, 350 gal, 180 KW 738 GPH | 3.05 | | $14.15 | $274,573.39 |
| **D2040** | **Rain Water Drainage** | | | **$0.73** | **$14,111.57** |
| D20402104120 | Roof drain, CI, soil,single hub, 3" diam, 10' high | 3.05 | | $0.29 | $5,636.86 |
| D20402104200 | Roof drain, CI, soil,single hub, 4" diam, 10' high | 3.05 | | $0.44 | $8,474.71 |
| **D3050** | **Terminal & Package Units** | | | **$13.75** | **$266,832.45** |
| D30501504440 | Rooftop, single zone, air conditioner, schools and colleges, 10,000 SF, 38.33 ton | 19400 | | $13.75 | $266,832.45 |
| **D4010** | **Sprinklers** | | | **$4.32** | **$83,793.45** |
| D40104100620 | Wet pipe sprinkler systems, steel, light hazard, 1 floor, 10,000 SF | 19400 | | $4.32 | $83,793.45 |
| **D5010** | **Electrical Service/Distribution** | | | **$0.86** | **$16,724.74** |
| D50101200280 | Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A | 1 | | $0.21 | $4,158.95 |
| D50102300280 | Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A | 50 | | $0.21 | $4,128.48 |
| D50102400200 | Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A | 0.5 | | $0.43 | $8,437.31 |
| **D5020** | **Lighting and Branch Wiring** | | | **$9.41** | **$182,618.60** |
| D50201100200 | Receptacles incl plate, box, conduit, wire, 2.5 per 1000 SF, .3 watts per SF | 19400 | | $2.67 | $51,723.50 |
| D50201350320 | Miscellaneous power, 1.2 watts | 19400 | | $0.48 | $9,385.14 |
| D50201400240 | Central air conditioning power, 3 watts | 19400 | | $0.93 | $17,960.52 |
| D50202100500 | Fluorescent fixtures recess mounted in ceiling, 0.8 watt per SF, 20 FC, 5 fixtures @32 watt per 1000 SF | 23280 | | $5.34 | $103,549.44 |
| **D5030** | **Communications and Security** | | | **$1.67** | **$32,493.68** |
| D50309100452 | Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire | 0.85 | | $1.24 | $24,132.81 |
| D50309100460 | Fire alarm command center, addressable without voice, excl. wire & conduit | 1.94 | | $0.43 | $8,360.87 |

| | | | | | | |
|---|---|---|---|---|---|---|
| E | | Equipment & Furnishings | | 0.00% | $0.00 | $0.00 |
| E1090 | | Other Equipment | | | $0.00 | $0.00 |
| F | | Special Construction | | 0.00% | $0.00 | $0.00 |
| G | | Building Sitework | | 0.00% | $0.00 | $0.00 |

| | | | |
|---|---|---|---|
| SubTotal | 100% | $131.72 | $2,555,391.45 |
| Contractor Fees (General Conditions,Overhead,Profit) | 15.0% | $19.76 | $383,308.72 |
| Architectural Fees | 0.0% | $0.00 | $0.00 |
| User Fees | 0.0% | $0.00 | $0.00 |
| Total Building Cost | | $151.48 | $2,938,700.17 |

# Majestic Ballroom Redevelopment TIF District

Code Deficiency Cost Report

**Parcel A - 6165 West Point Douglas Road, Cottage Grove, Minnesota 55106**
Parcel ID 2102721410015

**Building Name or Type**
Majestic Ballroom

| Code | Related Cost Items | Unit Cost | Units | Unit Quantity | Total |
|---|---|---|---|---|---|
| **Accessibility Items** | | | | | |
| | Parking | | | | |
| | Create a code required accessible parking area | $ 250.00 | Lump | 1 | $ 250.00 |
| | Accessible Route | | | | |
| | Create a code required accessible route into the building | $ 500.00 | Lump | 1 | $ 500.00 |
| | Restooms | | | | |
| | Modify restrooms to comply with code | $ 5.33 | SF | 19,400 | $ 103,402.00 |
| **Structural Elements** | | | | | |
| | Foundation | | | | |
| | Repair concrete block foundation to prevent water intrusion per code | $ 1.25 | SF | 19,400 | $ 24,250.00 |
| **Exiting** | | | | | |
| | Thresholds | | | | |
| | Modify thresholds to comply with code for maximum height | $ 500.00 | Lump | 1 | $ 500.00 |
| | Flooring | | | | |
| | Replace damaged flooring to create a code required unimpeded means for emergency egress | $ 4.78 | SF | 19,400 | $ 92,732.00 |
| | Clear all debris from floor to create a code reauired unimpeded means for emergency egress | $ 0.25 | SF | 19,400 | $ 4,850.00 |
| | Exit Signs | | | | |
| | Install operable code compliant emergency exit sigsn | $ 0.25 | SF | 19,400 | $ 4,850.00 |
| | Emergency Lighting | | | | |
| | Install operable code compliant emergency lighting | $ 1.50 | SF | 19,400 | $ 29,100.00 |
| | Emergency Notification System | | | | |
| | Install a code compliant emergency notification system | $ 0.43 | SF | 19,400 | $ 8,342.00 |
| **Fire Protection** | | | | | |
| | Smoke Detectors | | | | |
| | Install code required smoke detectors | $ 1.24 | SF | 19,400 | $ 24,056.00 |
| | Ceiling Tile | | | | |
| | Install code required ceiling tile | $ 11.21 | SF | 19,400 | $ 217,474.00 |
| | Building Fire Suppression System | | | | |
| | Install a code required building fire suppression system | $ 4.32 | SF | 19,400 | $ 83,808.00 |
| **Exterior Construction** | | | | | |
| | Metal Soffit | | | | |
| | Replace missing metal soffit to prevent water intrusion per code | $ 5.00 | SF | 2,500 | $ 12,500.00 |
| | Concrete Block Walls | | | | |
| | Replace damaged/missing concrete block to prevent water intrusion per code | $ 5.62 | SF | 19,400 | $ 109,028.00 |

| Code | Related Cost Items | Unit Cost | Units | Unit Quantity | Total |
|---|---|---|---|---|---|
| **Roof Construction** | | | | | |
| | Roofing Materials | | | | |
| | Replace failed roofing materials to prevent water intrusion per code | $ 8.86 | SF | 19,400 | $ 171,884.00 |
| **Mechanical - Electrical** | | | | | |
| | Mechanical | | | | |
| | Install a code compliant HVAC system | $ 13.75 | SF | 19,400 | $ 266,750.00 |
| | Electrical | | | | |
| | Install a code compliant lighting system | $ 5.34 | SF | 19,400 | $ 103,596.00 |
| | Install a code compliant electrical wiring system | $ 4.95 | SF | 19,400 | $ 96,030.00 |
| | | | | **Total Code Improvements** | **$ 1,353,902** |

# Majestic Ballroom Redevelopment TIF District | Parcel A

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# Majestic Ballroom Redevelopment TIF District | Parcel A

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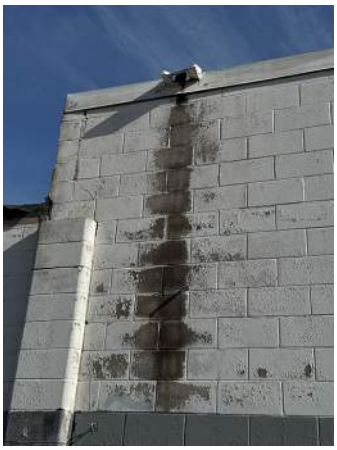
# Majestic Ballroom Redevelopment TIF District | Parcel A



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# Majestic Ballroom Redevelopment TIF District | Parcel A

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# Majestic Ballroom Redevelopment TIF District | Parcel A

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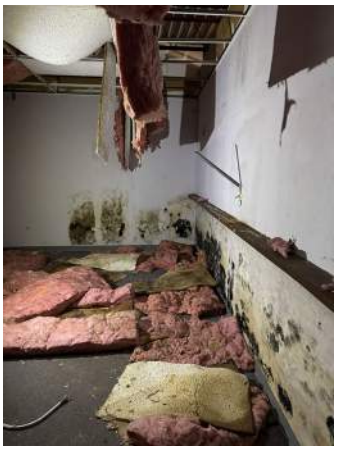
# Majestic Ballroom Redevelopment TIF District | Parcel A



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# MEMORANDUM

TO: Nate Carlson, Cottage Grove – Economic Development Coordinator
FROM: Schane Rudlang and Stacie Kvilvang - Ehlers
DATE: June 11, 2026
SUBJECT: Majestic Ballroom Redevelopment Site – TIF Redevelopment District Findings

## Project Background

The City is considering the potential use of Tax Increment Financing ("TIF") to provide financial assistance for redevelopment of the Majestic Ballroom site (the "Site"). The Site is located at 9165 West Point Douglas Road South is situated on five parcels and contains a building and associated parking that is proposed to be demolished in order to prepare the Site for redevelopment. If a TIF district is ultimately created, TIF generated from the Site could be used to assist with eligible redevelopment costs (including demolition) consistent with the City's objectives for the Site.

## Pre-Demolition Findings and Preservation of Eligibility

The use of TIF is governed by Minnesota Statutes, Sections 469.174 through 469.1794 ("TIF Act"). Among other requirements, the TIF Act requires that property qualifying for a redevelopment district include buildings that are structurally substandard to a degree requiring substantial renovation or clearance. The City obtained an inspection of the building from LHB Corporation to document its condition for purposes of the TIF Act. The inspection determined that the building is structurally substandard and further concludes that under the applicable statutory criteria that the parcels comprising the Site are occupied by the building and other improved areas.

The TIF Act recognizes that, in some circumstances, demolition of a substandard building may be in the public interest before redevelopment plans are finalized or before a TIF district is formally established. In that circumstance, the findings necessary to designate the building as substandard must be adopted before demolition, and a formal demolition agreement must be in place. The TIF Act allows the City up to **three years after demolition** to complete the additional steps necessary to establish the TIF district. Taking this action now preserves the Site's eligibility for consideration as a redevelopment TIF district and any future use of TIF remains subject to further City Council and EDA review and approval.

## Next Steps

Based on the inspection report from LHB and the applicable statutory criteria, the City Council and EDA should adopt their respective resolutions making the required findings, thus preserving its ability to consider the future use of TIF for redevelopment of the Site. The EDA or City may thereafter undertake demolition of the existing structure if it determines doing so is appropriate to facilitate redevelopment of the Site.

**CITY OF COTTAGE GROVE, MINNESOTA**
**CITY COUNCIL**
**RESOLUTION 2026-100**

**RESOLUTION AWARDING DEMOLITION AND SITE RESTORATION OF 9165 WEST POINT DOUGLAS ROAD SOUTH TO JM HAULING LLC**

WHEREAS, quotes were requested to provide the necessary work for the demolition and site restoration of 9165 West Point Douglas Road South according to City standards; and

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

WHEREAS, four firms submitted quotes; and

WHEREAS, it appears that JM Hauling, LLC provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the City that the quote be awarded to JM Hauling, LLC.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the demolition and site restoration of 9165 West Point Douglas Road South be awarded to JM Hauling, LLC for the cost of $121,023.50.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

**CITY OF COTTAGE GROVE**
**DEFERRED ASSESSMENT WAIVER AGREEMENT**

**THIS AGREEMENT FOR A DEFERRED ASSESSMENT WAIVER** ("Agreement") is entered into and effective as of the 8th day of July, 2026 ("Agreement Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and 9165 Point Douglas, LLC, a Minnesota liability company ("Owner").

**WITNESSETH:**

**WHEREAS,** the Owner is the fee simple owner of property legally described on the attached Exhibit A, located in Cottage Grove, Washington County, Minnesota ("Property") that will be benefited by certain public improvements; and

**WHEREAS,** in order to help facilitate future development on the Property, the City has identified the need to demolish the existing structures and improvements on the Property ("Project"); and

**WHEREAS,** as part of the consideration for the benefit to the City, the City will agree to defer the assessments for the Project until the Property, or any portion thereof, is sold; and

**WHEREAS,** in the event that the Owner fails to pay the Deferred Assessment Amount upon sale of the Property, the Owner is willing to agree to the levy of the full value of the Deferred Assessment Amount immediately against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate; and

**WHEREAS,** the Owner is willing to waive its assessment appeal rights up to the full value of the Deferred Assessment Amount which constitutes an estimated benefit of the Project pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.353.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

## ARTICLE I
## THE AGREEMENT

**Section 1.01 Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements between the Owner and the City with regard to the Property and the Project including the Owner's deferment of the assessment up to the Deferred Assessment Amount which constitutes an estimated benefit of the Project pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

**Section 1.02 Term.** The term of this Agreement shall commence on the Agreement Date and shall terminate upon the repayment of the Deferred Assessment Amount.

**Section 1.03 Survival.** Notwithstanding the termination of this Agreement pursuant to Section 1.02, the Owner's Covenants and Agreements contained in Section 3.01 and the City's Covenants and Agreements contained in Section 3.02 shall survive the termination of this Agreement.

## ARTICLE II
## DEFINITIONS

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This Agreement to memorialize the covenants and agreements between the Owner and the City with regard to the Property, Deferred Assessment Amount and the Project including the assessment appeal waiver provided herein pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Interest Rate: Only if not paid pursuant to 3.01(e), the Deferred Assessment Amount shall accrue interest at a rate of seven percent (7%) per year for the Assessment Term from the date of the sale of the Property.

(d) Assessment Term: Only if not paid pursuant to 3.01(e), the term of the special assessment shall be from the date that the interest accrual begins in 2.01(c) until the Deferred Assessment Amount is paid in full, or up to fifteen (15) years after the Deferred Assessment Amount is levied against the Property, if not paid pursuant to 3.01(e).

(e) City: The City of Cottage Grove, a Minnesota municipal corporation.

(f) Deferred Assessment Amount: The Deferred Assessment Amount is the total value of the Project.

(i) The Deferred Assessment Amount is One Hundred Twenty-One Thousand Twenty-Three Dollars and 50/100ths ($121,023.50).

(ii) The Deferred Assessment Amount is to be paid pursuant to Section 3.01(e). The Deferred Assessment Amount is commensurate with the estimated special benefit of the Project to the Property.

(g) Owner: 9165 Point Douglas, LLC, a Minnesota liability company.

(h) Property: The real property identified and described on Exhibit A.

## ARTICLE III
## COVENANTS AND AGREEMENTS

**Section 3.01 Covenants and Agreements of the Owner.** The Owner covenants and agrees with the City that:

(a) Assessment Appeal Waiver: Owner hereby authorizes the City to defer a special assessment against the Property up to the Deferred Assessment Amount for the Project. The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Deferred Assessment Amount. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the Deferred Assessment Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Deferred Assessment Amount against the Property exceeds the benefit to the Property for the Project. The Owner acknowledges and agrees that the benefit of the Project to the Property does in fact equal or exceed the Deferred Assessment Amount. The City and the Owner acknowledge and agree that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Deferred Assessment Amount by operation of Minn. Stat. § 462.3531, unless additional acreage is determined to be developable. The City and the Owner acknowledge and agree that the Owner may appeal any special assessment above the Deferred Assessment Amount, except as it relates to the additional developable land, which shall be paid at the time of development.

(b) Owner's Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the assessment, or for other relief from the payment of the City's assessment up to the Deferred Assessment Amount against the Property for the Project.

(c) Owner's Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to enter into this Agreement with the City.

(d) Owner's Agreement to Assessment Amount: Owner understands and agrees that the value of the Project will increase the market value of the Property in an amount that equals or exceeds the Deferred Assessment Amount. The Owner has no immediate plans to develop the Property, however, requests that the City defer the payment of the Deferred Assessment Amount until such time as the Property, or any portion thereof, is sold to a new owner, except as provided in Section 3.01(e).

(e) When Payment is Due: Owner agrees to pay the Deferred Assessment Amount upon sale of the Property, or any portion thereof, to a new owner, with no interest, at either the closing between the Owner and a new owner; or upon approval of any land use entitlement, whichever occurs first.

**Section 3.02 Covenants and Agreements of the City.** The City covenants and agrees with the Owner that:

(a) Deferred Assessment Amount: The City agrees that it will only certify/levy the Deferred Assessment Amount against the Property if the Owner does not pay the Deferred Assessment Amount when due according to Section 3.01(e) and then, only up to the Deferred Assessment Amount for the Project pursuant to this Agreement.

(b) City Recording of this Agreement: The City will record this Agreement against the Property.

(c) Prepayment of Assessment: The City agrees the Owner may prepay some or all of the City's Deferred Assessment Amount against the Property for the Project with no penalty pursuant to Minn. Stat. § 429.061.

## ARTICLE IV
## DEFAULT

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a ten (10) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

**Section 4.02 Attorneys' Fees, Costs and Expenses.** The Owner agrees that after execution of this Agreement, if it challenges the validity of the Assessment up to the Deferred Assessment Amount in any way, then Owner shall pay the City the amount of the City's assessment up to the Deferred Assessment Amount with accrued interest beginning as stated in Section 2.01(c), together with the City's attorneys' fees, costs and expenses to defend the assessment by the City up to the Deferred Assessment Amount pursuant to this Agreement. The Owner acknowledges and agrees that the Owner would be unjustly enriched if the City's

assessment up to the Deferred Assessment Amount pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property. The Owner agrees that the court with jurisdiction over the Property shall award the City the assessment up to the Deferred Assessment Amount with accrued interest together with the City's attorneys' fees, costs and expenses for breach of the Owner's covenant not to appeal or sue the City pursuant to Article III, Section 3.01(b).

## ARTICLE V
## GENERAL PROVISIONS

**Section 5.01 Notices.** All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:

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

If to the Owner:

9165 Point Douglas, LLC
Attn: Mike McGrath
1387 Cope Ave. E.
Maplewood, MN 55109

**Section 5.02 Non-Assignability.** Neither the City nor the Owner shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

**Section 5.03 Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

**Section 5.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5.05 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

**Section 5.06 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 5.07 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 5.08 Notice To Buyers.** The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Owner sells any interest in the Property following the execution of this Agreement by both the Owner and the City, but before the recording of this Agreement with Washington County Recorder and/or Registrar of Titles.

**IN WITNESS WHEREOF,** the City and the Owner have caused this Agreement to be executed by their duly authorized representatives.

[remainder of page intentionally blank]

**CITY:**
**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen
Mayor Pro Tem

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 Justin Olsen and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor Pro Tem 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 Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

**OWNER:**
**9165 POINT DOUGLAS, LLC**

Mike McGrath, Manager

STATE OF Minnesota )
) ss.
COUNTY OF Washington )

The foregoing instrument was acknowledged before me on this 8 day of July, 2026 by Mike McGrath, Manager for 9165 Point Douglas, LLC.

Notary Public

ABIGAIL A SPECKMAN
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan 31, 2030

**This instrument drafted by**
**and after recording, please return to:**

Korine L. Land (#262432)
Cottage Grove City Attorney
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

**EXHIBIT A**
**LEGAL DESCRIPTION OF PROPERTY**

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Blocks 15, 16, 18 and 19 of the Village of Langdon, lying South of Minnesota Trunk Highway 61 and 10, together with all vacated streets within the foregoing described property and all vacated streets contiguous thereto and particularly thereto the East one-half of Rice Street in the plat of Langdon.

*Abstract Property*

PIDs:
21.027.21.41.0012
21.027.21.41.0013
21.027.21.41.0015
21.027.21.41.0016

**AGREEMENT FOR SERVICES**
**9165 West Point Douglas Road South – Commercial Building Demolition**

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and JM Hauling LLC, W12532 Highway 10, Prescott, WI 54021("Contractor").

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

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

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

1. SERVICES.

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

        i. A proposal dated July 2, 2026, incorporated herein as Exhibit A.

        ii. Other documentation, incorporated herein as Exhibit B.

        (Hereinafter "Exhibits").

        iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

    b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.

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

2. PAYMENT.

    a. City agrees to pay Contractor $121,023.50, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

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

    c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

    d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

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

4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds $175,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

    a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.

    b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing

party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

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

   i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

   ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

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

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

7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal

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

CITY'S REPRESENTATIVE. The City has designated Angela Popenhagen 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.

10. PROJECT MANAGER AND STAFFING. The Contractor has designated Samy Acuna to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

11. INDEMNIFICATION.

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

    b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

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

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

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

    c. Automobile Liability Insurance, with a combined single limit of $2,000,000.

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

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

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Contractor:
JM Hauling, LLC
W12532 Highway 10
Prescott, WI 54021
Attn: Jody McDaniels

Or emailed: jmexcavating712@gmail.com

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

15. RESPONSIBLE CONTRACTOR.

a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of $50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications

of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.

b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

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 Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

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

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

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

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

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

**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen, Mayor Pro Tem

By: _____
Tamara Anderson, City Clerk

Date: _____

**CONTRACTOR**

Signature: Jody McDaniels

Name: Jody McDaniels

Its: JM

Date: 06/08/2026

# Quote

**DATE:** July 2, 2026

JM HAULING LLC
W12532 Highway 10
Prescott WI 54021
651.334.9371
jmexcavating712@gmail.com

Angela Popenhagen
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove MN 55016

Project Name: Majestic Ballroom 9165 Point Douglas RD S - Demolition and Site Work

| SCOPE OFWORK | UNIT | UNIT PRICE | LINE TOTAL |
|---|---|---|---|
| Mobilization | LS | 1200 | 1,200.00 |
| Asbestos Abatement | LS | 49950 | 49,950.00 |
| Seal well; abandon septic system | LS | 5459.5 | 5,459.50 |
| Demolition of former Majestic Ballroom. | LS | 54016 | 54,016.00 |
| Import black dirt | LS | 8498 | 8,498.00 |
| Hydroseed | LS | 1900 | 1,900.00 |
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| | | | |
| | | **TOTAL** | $121,023.50 |

# Quote

**DATE:** July 2, 2026

JM HAULING LLC
W12532 Highway 10
Prescott WI 54021
651.334.9371
jmexcavating712@gmail.com

Angela Popenhagen
City of Cottage Grove
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| | | **TOTAL** | $121,023.50 |

**Dynamic Earth & Civil LLC**
10675 Grey Cloud Island Dr S
St Paul Park, MN 55071 US
dynamicearthcivil@gmail.com

# Estimate

**ADDRESS**
Angela Popenhagen
City of Cottage Grove
10875 Ideal Avenue South
Cottage Grove, Mn 55016

**ESTIMATE #** 2576
**DATE** 07/02/2026
**EXPIRATION DATE** 08/02/2026

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | MAJESTIC BALLROOM DEMOLITION<br>9165 W Point Douglas RD<br>Cottage Grove, MN 55016<br>========== | | | |
| | **Public Site Utility Locates & Site Project Managment** | Visit site prior to work starting to mark and flag for Gopher State One Call Public Utility locates. Map and submit utility locate.<br><br>Site management services for duration of project. | 1 | | 0.00 |
| | **Mobilization** | Mobilization/ De mobilization of equipment and materials necessary to complete requested scope of work. | 1 | | 0.00 |
| | **Permitting/Administration fees** | -Provide and obtain necessary demolition permits from the city of Cottage Grove.<br><br>-Provide and obtain necessary Septic abandonment paperwork and certifications.<br><br>-Provide and obtain necessary Well Abandonment paperwork and certifications. | 1 | 0.00 | 0.00 |
| | **Erosion Control** | -Provide daily street sweeping and road maintenance along West Point Douglas Road as necessary for duration of project. | 1 | 0.00 | 0.00 |
| | **Miscellaneous** | (WELL CAP/ ABANDONMENT)<br>-Provide necessary Washington county well abandonment permit.<br>-Pull Pump, piping, tank and wiring.<br>-Pump and install neat cement grout<br>-dispose of all pumps, piping, tank and wiring.<br>-Provide well sealing report upon | 1 | 0.00 | 0.00 |

Thank you for choosing Dynamic Earth & Civil LLC for all your excavation needs. It is a pleasure doing business with you.

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | completion of work.<br><br>NOTE:<br><br>*NO Well info was available per time of estimate with MDH as to exact details. Pricing subject to change for this scope of work.<br><br>*Additional neat cement grout needed or required will be invoiced @ $420.00 per CY<br><br>*NO perforation included as detailed information on the existing well is not available per MDH records. If perforation is needed an additional $2300.00 will be added. | | | |
| | **Miscellaneous** | (SEPTIC ABANDONMENT)<br><br>-Pump out septic tanks, crush and fully remove existing septic tanks per county code. Cap or remove existing sewer line as necessary. Backfill all voids and holes from tank removal and compact as necessary. | 1 | 0.00 | 0.00 |
| | **Asbestos Removal/Disposal** | (ASBESTOS/ REMOVAL/DISPOSAL<br><br>-Obtain MDH permit; inspect and pre-clean containment areas; install critical air barriers as required; construct work enclosures with and attached decontamination unit; establish negative air pressure with a HEPA-filtered exhaust ducted to the building exterior; after obtaining final air clearance, remove enclosures and dispose of ACM.<br><br>DETAILS/SPECIFICS;<br>*Remove and dispose of all asbestos containing flashing and paint from the roof.<br><br>*Remove and dispose of approximately 11,000 Sq/ft of floor tile & mastic.<br><br>*Remove and dispose of the water heater & Electrical panel insulation.<br><br>*Remove and dispose of the asbestos wall texture & wall/base adhesive.<br><br>8All work will be conducted per the MDH, MPCA, OSHA rules and regulations.<br><br>NOTE:<br>*All abatement work will be conducted by licensed personnel by the MDH. | 1 | 0.00 | 0.00T |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | *All materials will be removed and transported from the project and disposed of in an approved landfill. | | | |
| | **Demolition and Removals** | (DEMOLITON & REMOVALS)<br><br>-Demolition and removal of old Majestic ballroom building in its entirety including all interior, above and below grade building material, appliances, etc.<br>. All demolition material will be disposed of in an approved demolition landfill and or recycled per regulations. Backfill and compact all necessary holes with suitable onsite or imported material as necessary.<br><br>-Demolition and removal of existing billboard sign in its entirety including footings below ground in front of building. Backfill and compact all necessary holes with suitable onsite or imported material as necessary.<br><br>-Demolition and removal of (4) light posts and footings in its entirety near entrances to property and dispose of as required. Backfill and compact all necessary holes with suitable onsite or imported material as necessary. | 1 | 0.00 | 0.00 |
| | **Restoration** | (RESTORATION)<br><br>-After all demolition and utility disconnects are complete a 3" layer of imported topsoil free of debris, rocks, etc. will be spread, shaped for necessary drainage and final graded over all disturbed areas.<br><br>-All disturbed areas will be Hydro seeded with approved MnDOT seed. | 1 | 0.00 | 0.00 |
| | **Base Bid (summation of all of the extensions from items above)** | | 1 | 188,742.00 | 188,742.00 |
| | **Notes** | *Any additional work onsite can be accommodated through a fully executed change order and or T&M rates depending on scope.<br><br>*Proposal is good for (30) days from date of issue.<br><br>*Work will not start until all necessary estimates, contracts and purchase orders have been received and approved by both Dynamic Earth and Civil LLC and the purchaser. | 1 | 0.00 | 0.00 |

Thank you for choosing Dynamic Earth & Civil LLC for all your excavation needs. It is a pleasure doing business with you.

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | *Minimum of (48) business hours' notice prior to work starting required to call in for our public utility locates. Work will not start until all utility locates have been completed and all cleared.<br><br>*Price subject to change due to potential for unknown obstructions and existing utilities that may be in conflict with proposed work.<br><br>*Dynamic Earth & Civil does NOT provide private underground private utility locates. All existing privately owned utilities that will need to be marked and verified by the property owner. Dynamic Earth and Civil can provide private utility locating service for additional cost.<br><br>*Utility markings must be within a 24" tolerance zone in both directions from center line of utility and marked using color codes according to the American Public Works Association.<br><br>*Dynamic Earth & Civil will NOT be responsible for damage to any unmarked or mismarked public or private utilities.<br><br>*Down days due to issues outside of Dynamic Earth & Civil control will be billed accordingly at a T&M rate with mobilization | | | |
| | **Exclusions** | EXCLUSIONS: can be added for additional costs.<br><br>*NO Winter, cold weather, frost protection, ground thawing or heating of any kind.<br>*NO Private utility locating included Dynamic Earth & Civil will call for all public utility locates prior to start of work.<br>*NO underfloor ground penetrating radar.<br>*Dynamic Earth & Civil will NOT be responsible for any restoration due to other contractors.<br>*Dynamic Earth & Civil will NOT be responsible and will NOT provide traffic control, materials, or signage for any other contractor during duration of project.<br>*NO Irrigation repair.<br>*NO landscape restoration or repair with exception of what is included in estimate.<br>*NO soil corrections, soil compaction or density testing.<br>*NO Pneumatic or Horizontal directional drilling included.<br>*NO Hydro vac work of any kind included. | 1 | 0.00 | 0.00 |

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| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | *NO Concrete testing of any kind included.<br>*NO Excessive rock conditions included.<br>*NO Jackhammering of any kind included for any rock conditions or unknows underground.<br>*NO dewatering or pumping included.<br>* NO Tree trimming, removal, stump removal or grinding included.<br>*NO Asphalt patching of any kind included.<br>*NO Surveying, staking or layout included.<br>*All work to be performed is based on regular hour pricing, unless otherwise specified above.<br>*Any variations on above scope of work or dimensions will alter bid pricing.<br>* General contractor or property owner is responsible for all layout of work and must be completed PRIOR to start of job or as necessary during construction process.<br>*All Structural engineering issues will be handled solely by General contractor or Property owner. | | | |
| | **Change Order** | Any alteration or deviation from the specifications listed on the forefront that involve extra costs will be executed only upon written orders and will become an additional charge over and above the original estimate. | 1 | 0.00 | 0.00 |
| | **Contract terms and agreement** | FINAL PAYMENT:<br>Final payment is due upon completion unless stated otherwise above. In the event the customer/buyer fails to make all final payment(s) within (7) days after substantial completion of the project Dynamic Earth & Civil may at its own digression increase the contract price by 10% to account for additional administrative costs associated with collection activities. Any such increased price shall be due immediately due and payable.<br><br>FAILURE TO PAY:<br>The failure to pay all amounts owed to DYNAMIC EARTH & CIVIL, LLC upon completion of the work (unless otherwise stated in<br>this contract) shall constitute a material breach of this contract. Upon such breach, the purchaser shall be liable to DYNAMIC EARTH & CIVIL, LLC for all costs incurred in collecting the amount owed including collection agency/attorney's fees and interest at the rate of 1.5% per month (18% annual percentage rate). If payment is not received in full within 90 days,<br>any and all warranty rights are waived, without DYNAMIC EARTH & CIVIL, LLC | 1 | 0.00 | 0.00 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|

waiving any of its lien rights.

HIDDEN/UNFORESEEN CONDITIONS: Dynamic Earth & Civil, LLC shall not be responsible for bearing the added costs of the project due to the need to repair hidden, concealed, or unforeseen conditions. To this agreement, a hidden, concealed and unforeseeable condition shall mean a condition not readily observable when inspecting the property for the purpose of estimating and performing the work specified within the context of this agreement. Examples of such conditions may include, but are not necessarily limited to, high water tables, hidden pipes, old septic tanks, public or private underground facility, utilities or distribution networks, structural or workmanship deficiencies, bad soil conditions, overly thick concrete removal (over 5") or double layered asphalt driveways and tree roots that increase the costs of excavation and/ or foundations, or any other unusual conditions that are beyond that which is specified in the agreement, An Agreed upon course of action and any associated extra expenses. Due to the nature of concrete and unforeseen issues, possible foundation block/brick damage may occur when removing garage steps/floors/driveways. If repairs are needed, cost will be over and above the estimate and billed to the customer/buyer on a time and material basis. Cracks in concrete are possible, and cracks will not be considered defects. Dynamic Earth & Civil LLC will not replace standard white, colored, or stamped concrete because of color variations. color variations are considered to be normal and a natural characteristic of concrete. Concrete slope, for water run-off, may vary from non-existent to extreme. IN some circumstances, water ponding may occur. Slope shall be determined by Dynamic Earth & Civil LLC, unless pre-existing conditions on the property dictate otherwise.

MECHANIC'S PRE-LIEN NOTICE: DYNAMIC EARTH & CIVIL LLC IS REQUIRED BY LAW TO INCLUDE THIS IMPORTANT LEGAL NOTICE. PLEASE READ IT CAREFULLY.

A. ANY PERSON OR COMPANY

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.<br><br>B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPORVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPORVEMET UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPORVEMENT AND WHO GAVE YOU TIMELY NOTICE.<br><br>PROJECT DELAYS:<br>Dynamic Earth & Civil LLC will not be responsible for any delays caused by weather, strikes, accidents or other delays beyond Dynamic earth & Civil LLC control.<br><br>INSURANCE:<br>Customer/Buyer shall carry fire, tornado, and other necessary insurance. Dynamic Earth & Civil LLC workers are fully covered by workman's compensation insurance. | | | |
| | **Contract terms and agreement continued** | IMAGE RIGHTS:<br>Dynamic Earth & Civil LLC reserves the right to take (photos & video) images of the project, which may include customer/buyer's home and landscape, during the project or later. All images are the sole property of Dynamic Earth & Civil LLC and may be used in any manner.<br><br>ARBITRATION:<br>Notwithstanding anything contained herein to the contrary. Dynamic Earth & Civil LLC may, in its sole discretion, elect to pursue arbitration of any dispute arising out of or relating to this agreement, including any claims relating to a mechanic's lien action and/ or allegations of construction defects. To the extent that Dynamic Earth & Civil elects that the dispute be submitted to arbitration, then in that event, the parties shall be bound to resolve their disputes through arbitration and shall follow the American Arbitration Association Rules relating to arbitration. Dynamic Earth & Civil LLC, however, need not file any | 1 | 0.00 | 0.00T |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|

arbitration with the American Arbitration Association and may select an arbitrator in its sole discretion from the Minnesota Supreme Court Roster of Qualified Neutrals. Alternatively, at Dynamic Earth & Civil LLC option, the parties may resolve their disputes in a court of competent jurisdiction. Nothing contained herein shall be deemed a waiver of any of Dynamic Earth & Civil LLC's mechanic's lien rights, including, but not limited to, its rights to recovery of costs of collection, including attorney's fees, as allowed by law.

INJURY WARNING:
All concrete surfaces may be slippery when wet or covered with snow and ice. When walking on the concrete, homeowners should proceed with caution and inform guests of the same. If more traction is needed, loosed sand is a good option.

ENTIRE AGREEMENT:
This agreement supersedes and terminates all prior contracts, proposals and discussions relation to the proposed work whether expressed or implied in written or in oral form.

**THIS CONTRACT, ESTIMATE, AND INVOICE IS SOLE PROPERTY OF DYNAMIC EARTH & CIVIL LLC. THE PARTIES ACKNOWLEDGE THAT ALL WRITTEN, TYPED, VISUAL AND DIGITAL MATERIALS SUBMITTED UNDER THIS AGREEMENT MUST BE THE ORIGINAL WORK OF THE SUBMITTING PARTY OR RECIEVE WRITTEN LEAGAL AUTHORIZATING FOR LICENSED USE. ANY INSTANCE OF PLAGIARISM, COPY, OR SHARING OF THIS DOCUMENT- DEFINED AS THE UNAUTHORIZED USE OR CLOSE IMITATION OF ANOTHERS WORK WITHOUT PROPER ATTRIBUTION- WILL BE CONSIDERED A MATERIAL BREACH OF THE AGREEMENT. UPON DISCOVERY OF THE PLAGIARISM, COPY, OR SHARING THE NON- BREACHING PARTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY, WITHOLD PAYMENT AND PURSUE ANY LEGAL REMEDIES AVAILABLE.

***THE BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED WITHIN THIS

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | AGREEMENT CUSTOMER/BUYER AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS. | | | |

| | |
|---|---|
| SUBTOTAL | 188,742.00 |
| TAX | 0.00 |
| TOTAL | **$188,742.00** |

Accepted By

Accepted Date

Thank you for choosing Dynamic Earth & Civil LLC for all your excavation needs. It is a pleasure doing business with you.

BOLANDER
EARTHWORK | UTILITIES | DEMOLITION | DEEP FOUNDATIONS

251 STARKEY ST.
ST. PAUL, MN 55107
PHONE: (651) 224-6299 FAX: (651) 223-8197

To: City of Cottage Grove
Attn: Angela Popenhagen

Bid Date: June 30, 2026

Project: Majestic Ballroom Demolition
9165 West Point Douglas Rd S.

Cottage Grove, MN

| | | |
|---|---|---|
| Pricing as follows: | Majestic Ballroom Demolition (Rev 1) | $ 155,270.00 |

**Inclusions:**

1. MPCA notification
2. Demolition Permit
3. Pumping and decommissioning of septic tank per Washington County / MPCA regulations
4. Sealing of (1) unidentified well
    a. Due to the unknown size and depth of this well, we have associated a **$3,500 allowance** to go towards sealing the well per MDH standards.
5. Asbestos abatement per Legend environmental report
6. Universal waste and freon removal
7. Remove and dispose of the existing building including foundations (no piling).
8. Remove billboard sign, (2) fence posts, and (4) light posts.
9. Import and place 3” of topsoil within building footprint
10. Hydroseed building footprint with mix 25-131 (one time)

**Clarifications:**

1. We assume ownership of all ferrous and non-ferrous metals.
2. We assume open access to perform our work. Restricted access or out of sequence work that requires changed means and methods are subject to additional charges.
3. Allowance items require decisions by the owner and the city. Actual costs to be adjusted based on final determinations for scope.

**Exclusions:**

1. Bond
2. Testing, monitoring & inspections, survey, layout work.
3. Engineering, design, preconstruction video and survey
4. Chemicals or hazardous materials
5. Underground tanks.
6. Dust / weather / safety / protection – barriers or fencing
7. Utility relocates / re-routes.
8. Traffic and pedestrian control.
9. Parking lot protections / restoration

This proposal is subject to review by Bolander in 30 days.

Thank you for the opportunity and please contact me with any questions or to discuss pricing.

Tate Machacek
Project Manager / Estimator
651-410-6793 | Tate@Bolander.com
BOLANDER

**NML CONTRACTING LLC**
3250 Fanum Rd Suite 1
Saint Paul, MN 55110
6515001104
info@nmlcontracting.com

# Estimate

**ADDRESS**
Angela Popenhagen

**ESTIMATE #** 26-114
**DATE** 07/02/2026

| DATE | | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | **Asbestos Demolition** | Asbestos Demolition at:<br>Majestic Ballroom<br>9165 West Point Douglas Road South, Cottage Grove, MN 55016 | |
| | **Asbestos Abatement** | Provide all labor, supervision, equipment, containment, permits, notifications, disposal, and documentation necessary to remove and properly dispose of the following asbestos-containing materials before building demolition. Work shall be completed by a Minnesota Department of Health-licensed asbestos abatement contractor in accordance with applicable state and federal regulations.<br><br>Mobilization and Project Setup<br><br>Initial mobilization and equipment delivery<br>Containment setup<br>Worker decontamination unit<br>Negative-air machines<br>Regulated-area barriers and signage<br>Roof access and fall-protection setup<br>Final demobilization and equipment removal | |
| | **Asbestos Abatement** | Scope of Work:<br>Asbestos Abatement and Regulated Materials<br>-Establish all required regulated work areas, containments, decontamination facilities, negative-air controls, warning signage, and worker-protection measures.<br>-Remove and properly dispose of approximately 11,000 SF of asbestos-containing 12-inch floor tile and associated black adhesive.<br>-Remove approximately 1,440 SF of asbestos-containing wall texture.<br>-Remove approximately 160 SF of asbestos-containing wall-panel and baseboard adhesive. | 264,286.00 |

| DATE | DESCRIPTION | AMOUNT |
| --- | --- | --- |
| | -Remove asbestos-containing insulation from the water heater and electrical panels in the mechanical room.<br>-Remove asbestos-containing rooftop materials, including AHU curb flashing paint, black roof flashing sealant, and painted rolled-roof flashing.<br>-Complete all asbestos work using wet methods, HEPA-filtered equipment, approved waste packaging, transportation, disposal, final cleaning, and required project closeout documentation.<br>-Remove and properly recycle or dispose of identified regulated materials, including fluorescent lamps, suspect ballasts, mercury-containing thermostats and bulbs, exit-sign components, electronics, appliances, air-handling units, motion sensors, door closers, and other regulated items identified in the survey.<br><br>Building and Site Demolition<br>-Demolish and recycle the approximately 18,000 SF ballroom building in its entirety.<br>-Remove all interior finishes, structural components, exterior walls, roof systems, mechanical equipment, plumbing fixtures, abandoned contents, and miscellaneous debris.<br>-Remove all concrete slabs, foundations, footings, and below-grade building components.<br>-Demolish and remove the existing billboard, including supports, foundations, and below-grade footings.<br>-Load, haul, recycle, and dispose of all demolition debris, concrete, metals, asbestos waste, and regulated materials at approved facilities.<br><br>Utilities, Well, and Septic<br>-Coordinate the disconnection and abandonment of existing private utilities serving the property.<br>-Seal the existing well through a Minnesota-licensed well contractor and provide the required well-sealing documentation.<br>-Pump the existing septic tanks.<br>-Remove or crush the septic tanks as required.<br>-Properly dispose of septic contents and tank materials.<br>-Backfill and compact all resulting septic-tank voids and excavations.<br>-Backfill, Grading, and Site Restoration<br>-Backfill and compact all foundation areas, footing locations, utility trenches, septic-tank voids, and other disturbed or depressed areas using suitable onsite or imported material.<br>-Rough-grade and finish-grade the site to provide positive drainage and a uniform finished surface.<br>-Furnish, deliver, spread, and grade approximately three inches of topsoil over disturbed areas.<br>-Install hydroseed over restored areas and provide initial stabilization.<br>-Leave the property clean, free of debris, graded, and | |

| DATE | | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | | ready for final inspection. | |
| | **Rentals** | Bob Cat Rental<br>Ride on Scraper<br>Boom Lift Rental | |
| | **Included in Cost** | *Included in Total Cost<br><br>-Waste & Disposal<br>-Permit is Necessary<br>-Air Monitoring is Necessary<br>This work will be completed in accordance with federal, state,<br>and local rules and regulations. | |

If you would like to pay with a Credit Card we do have a 2.99% transaction fee.
Please let us know if you would like that option available.

TOTAL **$264,286.00**

Accepted By

Accepted Date

**CITY OF COTTAGE GROVE, MINNESOTA**
**CITY COUNCIL**
**RESOLUTION 2026-101**

**RESOLUTION APPROVING INTERFUND TRANSFER**

**WHEREAS** an interfund transfer has been determined to be necessary for 2026 activity, and

**WHEREAS** budget adjustments for this transfer are approved as part of this action, and

**NOW THEREFORE BE IT RESOLVED,** by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following interfund transfer be made effective July 15, 2026.

| From | To | Amount |
|---|---|---|
| 286-ED Trust fund | | $121,023.50 |
| Total | 285-EDA fund | $121,023.50 |
| Purpose – Demolition and Site restoration of Majestic Ballroom Site located at 9165 West Point Douglas Road South. | | |

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

# City Council Action Request

# 7.S.

**Meeting Date** 7/15/2026

**Department** Community Development

**Agenda Category** Resolution

**Title** Ravine Ridge – Final Plat, Development Agreement, and Development Plans

**Staff Recommendation** 1) Adopt Resolution 2026-106 approving the Final Plat for Ravine Ridge, subject to minor modifications as approved by the City Attorney. 2) Approve the Ravine Ridge Development Agreement with M/I Homes of Minneapolis/St. Paul LLC, subject to minor modifications as approved by the City Attorney. 3) Adopt Resolution 2026-107 approving the Ravine Ridge Development Plans dated 5/27/2026, prepared by Hill Incorporated, subject to final approval by the City Engineer in writing.

**Budget Implication** N/A

**Attachments**

| | |
|---|---|
| 1. | Ravine Ridge CC Memo |
| 2. | Ravine Ridge Resolution 2026-106 - Final Plat |
| 3. | Ravine Ridge Final Plat |
| 4. | Ravine Ridge Development Agreement |
| 5. | Ravine Ridge Resolution 2026-107 - Approve Plans & Specs |
| 6. | Ravine Ridge Development Plans 05-27-2026 |
| 7. | Ravine Ridge Plan Review Memo 2026-07-01 |

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

**FROM:** Kelly Becker, Associate Planner

**DATE:** July 8, 2026

**RE:** Ravine Ridge – Final Plat, Development Agreement, and Development Plans

---

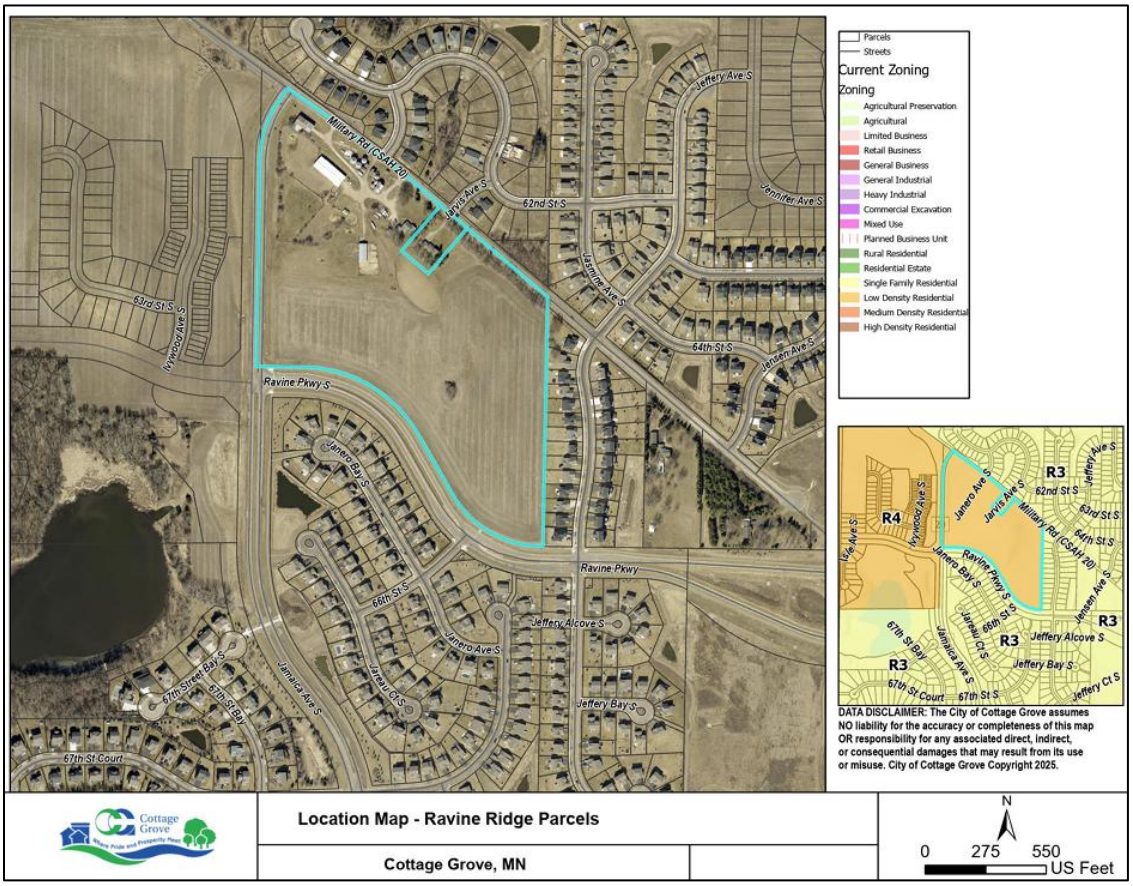
## Proposal

The City Council is requested to take the following actions:

1. Adopt the Resolution approving the Final Plat for Ravine Ridge.

2. Approve the Ravine Ridge Development Agreement with M/I Homes of Minneapolis/St. Paul, LLC.

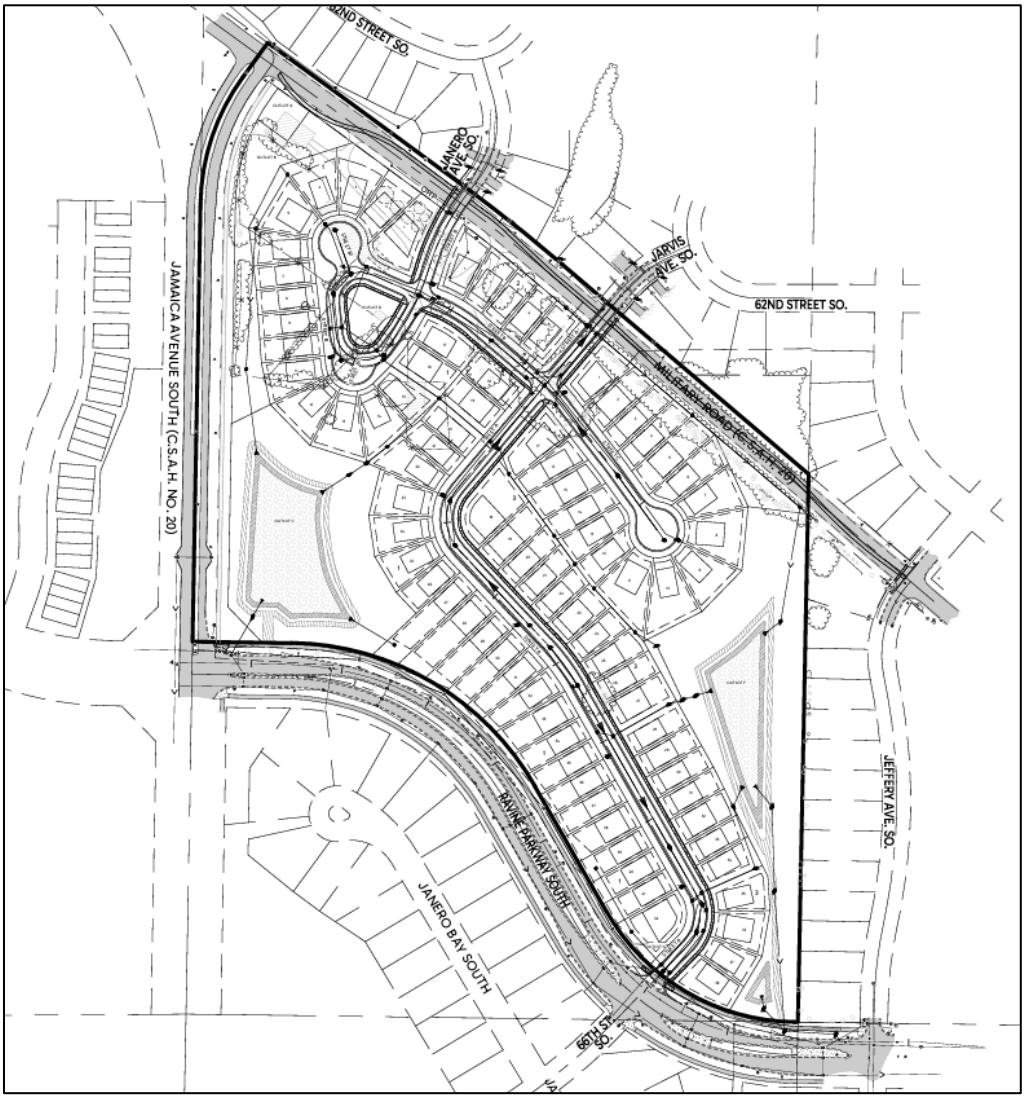
3. Adopt the Resolution approving the Ravine Ridge Development Plans dated 5/27/2026, prepared by Hill Incorporated.



# 1. Final Plat

### *Background*

At its March 18, 2026, meeting, the City Council approved M/I Homes of Minneapolis/St. Paul LLC's application for a Preliminary Plat and Planned Unit Development for a project to be known as McHattie Landing (now known as Ravine Ridge). The subject site is located south of the Woodbury border, east of Jamaica Avenue, and south of Military Road. The preliminary plat consists of 85 single family lots on approximately 36 acres.



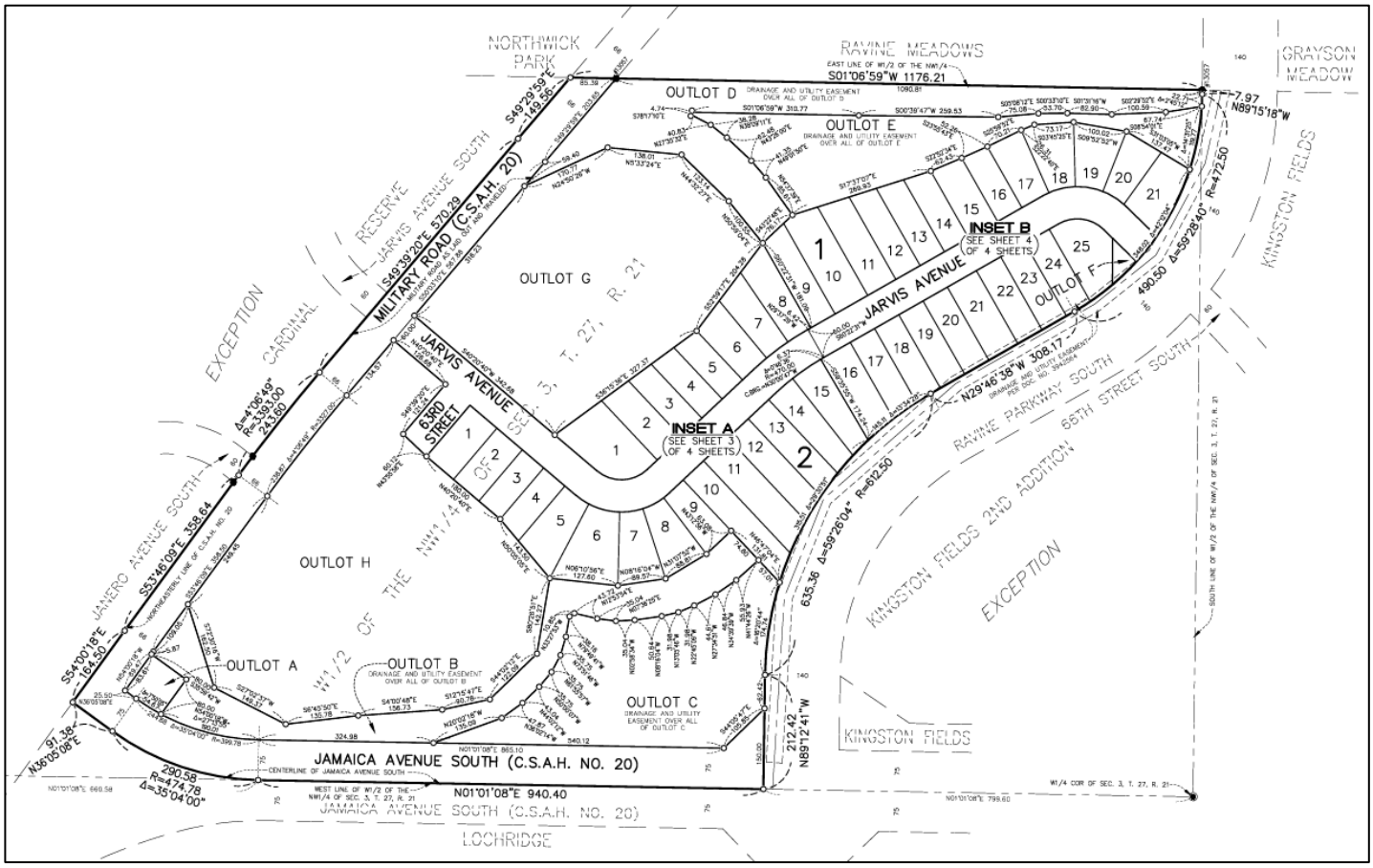

**Ravine Ridge Preliminary Plat**

### *Final Plat Review*

The Ravine Ridge first addition final plat has been phased to include 46 single family lots of the 85 approved in the preliminary plat. The final plat contains 8 outlots. Outlots A, C, and E will be deeded to the City; Outlots C and E will be for stormwater ponding; and Outlot A will be used as a wayside trail park for the Military Road pedestrian trail. Outlots H and G will be retained by the developer for the additional phases of development. Outlots B, D, and F will be owned and maintained by the Homeowner's Association for landscaping areas and a monument sign.

In alignment with the City's East Ravine Master Plan and Comprehensive Plan, this development project will trigger the closure of Military Road to vehicular traffic, and the Developer will be responsible for pavement removal and construction of a transportation trail within the road corridor. The removal of Military Road shall occur only after July 31, 2027, and after the construction of Jarvis Avenue to Ravine Parkway. The removal of Military Road and the installation of the trail between Jamaica Avenue and Jeffery Avenue shall be substantially complete by October 15, 2027.

Additionally, in alignment with Washington County's Jamaica Avenue reconstruction project, all required right-of-way for Jamaica Avenue will be dedicated with this plat. A new 8-foot wide transportation trail will be constructed along Jamaica Avenue within the right-of-way. The Developer will be required to create a Homeowner's Association, and the HOA will be responsible for mowing and irrigation up to the back of the road along Jamaica Avenue. The HOA will also be responsible for taking over ownership and maintenance of the irrigation system along Ravine Parkway upon installation of the required landscaping.




**Ravine Ridge Final Plat**

Modified side yard setbacks were approved with the Planned Unit Development and Preliminary Plat review. The table below outlines the required setbacks for all lots within the development. Setbacks will be reviewed as part of each submitted building permit for each lot.

| Lot Development Performance Standards | | |
|---|---|---|
| **Standard** | **R-4 Transitional Residential** | **Proposed** |
| Lot width | 45 feet | 52 feet |
| Lot depth | 120 feet | 120 feet |
| Front yard setback | 25 feet | 25 feet |
| Rear yard setback | 30 feet | 30 feet |
| Side yard setback | 7.5 feet | *6 feet |
| Side yard, garage setback | 5 feet | 6 feet |
| Corner lot side setback | 20 feet | 20 feet |
| Maximum structure height | 35 feet | 35 feet |
| Maximum impervious surface coverage | 50% | 50% |

**requires flexibility per the PUD request*

The Final Plat is in conformance with all other conditions of the Preliminary Plat and Planned Unit Development as approved by the City Council and as stipulated in Resolution 2026-047.

## 2. Development Agreement

The Developer has signed the development agreement, which is attached for review.

## 3. Development Plan Review

The City Engineer has reviewed the development plans dated 5/27/26 by the Developer's consulting engineer, Hill Incorporated, and is recommending approval of those plans (e.g., construction plans, drawings, specifications, surveys) subject to the comments in the July 6, 2026 review memorandum and any subsequent memorandums from Bolton & Menk, or as modified and approved by the City Engineer in writing.

## Recommendation

The City Council is recommended to take the following actions:

1. Adopt Resolution 2026-106 approving the Final Plat for Ravine Ridge, subject to minor modifications as approved by the City Attorney.

2. Approve the Ravine Ridge Development Agreement with M/I Homes of Minneapolis/St. Paul LLC, subject to minor modifications as approved by the City Attorney.

3. Adopt Resolution 2026-107 approving the Ravine Ridge Development Plans dated 5/27/2026, prepared by Hill Incorporated, subject to final approval by the City Engineer in writing.

Attachments:
Ravine Ridge Final Plat
Ravine Ridge Development Agreement
Ravine Ridge Development Plans dated 5/27/2026
Engineering plan review letter dated July 6, 2026

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-106

**RESOLUTION APPROVING THE FINAL PLAT NAMED RAVINE RIDGE**

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC has applied for a Final Plat to develop a residential subdivision named Ravine Ridge. This subdivision plat consists of 46 detached single-family homes and 8 outlots located on the 36.35-acre property legally described as:

That part of the West Half of the Northwest Quarter of Section 3 lying easterly of Jamaica Avenue, Except that portion lying Northeasterly of County Road No. 20; and except that part described as follows: Beginning at a point at the Centerline of County Road No. 20, said point being 368.01 feet west and 968.45 feet south of the Northeast corner of the West Half of the Northwest Quarter; thence South 39 degrees 8 minutes West perpendicular to the centerline of County Road No. 20 a distance of 272.25 feet to an iron stake; thence North 50 degrees 51 minutes West parallel with the centerline of County Road No. 20, a distance of 160 feet to an iron stake; thence North 39 degrees 8 minutes East parallel with the easterly line of this tract 272.25 feet to the centerline of County Road No. 20; thence South 50 degrees 51 minutes East 160 feet along the Centerline of County Road No. 20 to the point of beginning. Also except the property platted as Kingston Fields and Kingston Fields 2nd Addition, Washington County, Minnesota. Subject to County Road 20, Jamaica Avenue and Ravine Parkway South.

Abstract Property

That part of the West Half of the Northwest Quarter of Section 3, Township 27, Range 21, described as follows: Beginning at a point at the Centerline of County Road No. 20, said point being 368.01 feet west and 968.45 feet south of the Northeast corner of the West Half of the Northwest Quarter; thence South 39 degrees 8 minutes West perpendicular to the centerline of County Road No. 20 a distance of 272.25 feet to an iron stake; thence North 50 degrees 51 minutes West parallel with the centerline of County Road No. 20, a distance of 160 feet to an iron stake; thence North 39 degrees 8 minutes East parallel with the easterly line of this tract 272.25 feet to the centerline of County Road No. 20; thence South 50 degrees 51 minutes East 160 feet along the Centerline of County Road No. 20 to the point of beginning, Washington County, Minnesota.

Abstract Property

PIDS: 03.027.21.23.0003 and 03.027.21.23.0001

Commonly known as 9119 and 9165 Military Road South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, the Planning Commission held the public hearing for the Preliminary Plat and Planned Unit Development for the proposed Ravine Ridge subdivision on February 23, 2026; and

WHEREAS, the City Council subsequently accepted the Planning Commission's recommendations and approved the Preliminary Plat and Planned Unit Development (Resolution No. 2026-047) on March 18, 2026; and

WHEREAS, City staff found the Ravine Ridge Final Plat substantially consistent with the approved Preliminary Plat plan; and

WHEREAS, the Developers, Property Owners, and City have entered into a development agreement for the Subdivision ("Development Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the Final Plat for a residential subdivision plat named "Ravine Ridge." This plat consists of 46 detached single-family homes and 8 outlots located on the property legally described above. Approval of this Final Plat is subject to the following conditions:

1. The Developer and builders must comply with all City ordinances and policies.

2. The Developer must abide by the conditions stipulated in Resolution No. 2026-047, which approved the Ravine Ridge preliminary plat, except as hereafter modified.

3. All utility, drainage, and development construction must conform to the development plans and specifications dated 5/27/2026, prepared by the developer's consulting engineer, Hill Incorporated, and are subject to the comments in the July 6, 2026, review memorandum and any subsequent memorandums from Bolton and Menk, or as modified and approved by the City Engineer in writing.

4. The Developer may start rough grading of the lots before the plat is filed, if a Minnesota Pollution Control Agency (MPCA) Construction Storm Water Permit has been issued and the City has been furnished with a cash escrow or letter of credit in the minimum amount specified in the approved development agreement.

5. Development of this project must comply with the grading and erosion control plans as approved by the City Engineer. After the site is rough graded, but before any utility construction commences or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if it is determined that the methods implemented are insufficient to properly control erosion.

6. The City will supply the street light poles and luminaries. The Developer will pay the City for street light poles and street light luminaries.

7. The Final Plat must be recorded with the Washington County Recorder's Office before any building permit can be issued.

8. The builder for each lot shall post a letter of credit or cash escrow to the City for the estimated cost of the required sod and final as-built survey on each lot.

9. Before final financial guarantees are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to the grading and drainage development plan(s) approved by the City Engineer.

10. Residential lots designated to have a boundary marker(s) must have the marker(s) installed before a Certificate of Occupancy can be issued for the house on that particular residential lot. For lots constructed between October 2 and June 30, a Temporary Certificate of Occupancy can be issued, and the escrow retained until installation of the markers is confirmed.

11. The Developer is responsible for the cost and installation of the required park and open space boundary markers.

12. All monument signs must comply with the City's Sign Ordinance and must be placed on private property.

13. Park dedication shall be addressed as stipulated within the Development Agreement.

14. Prior to the release of the final plat, a final landscaping plan shall be approved in writing by planning staff.

15. All mailboxes and location of mailboxes must comply with the U.S. Post Office guidelines and regulations. Mailboxes placed at the curb shall all be the same design and color.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

# RAVINE RIDGE

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

That part of the West Half of the Northwest Quarter of Section 3, Township 27, Range 21, lying easterly of Jamaica Avenue, Except that portion lying Northeasterly of County Road No. 20. Also except the property platted as Kingston Fields and Kingston Fields 2nd Addition, Washington County, Minnesota. Subject to County Road 20, Jamaica Avenue and Ravine Parkway South.

Has caused the same to be surveyed and platted as RAVINE RIDGE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

M/I Homes of Minneapolis/St. Paul, LLC

By: _____
John Rask, Area President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on_____ day of _____, 20_____, by John Rask, the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited, on behalf of the company.

_____ Notary Public, _____ County, _____
(Notary Signature)

_____ My commission expires _____
(Notary Printed Name)

I Marcus F. Hampton 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 this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____ day of _____, 20_____

_____
Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481.

_____ Notary Public, _____ County, Minnesota
(Notary Signature)

_____ My commission expires January 31,_____
(Notary Printed Name)

**CITY COUNCIL, CITY OF COTTAGE GROVE, MINNESOTA**

This plat was approved by the City Council of the City of Cottage Grove, Minnesota on this_____ day of _____, 20____, and hereby certifies compliance with all requirement as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ _____
Mayor City Clerk

**WASHINGTON COUNTY SURVEYOR**

Pursuant to Chapter 820, Laws of Minnesota, 1971 and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved on this _____ day of _____, 20___.

By: _____ By: _____
Washington County Surveyor

**WASHINGTON COUNTY AUDITOR/TREASURER**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9 and Section 272.12, taxes payable in the year 20____ , on real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this _____ day of _____, 20____.

By: _____ By: _____
Washington County Auditor/Treasurer Deputy

**WASHINGTON COUNTY RECORDER**

Document Number _____

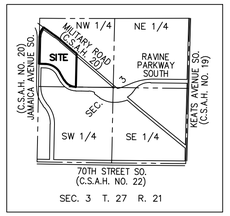
I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this _____ day of _____, 20____ , at _____ o'clock ____. M. and was duly recorded in Washington County Records.

By: _____ By: _____
Washington County Recorder Deputy

HILL INCORPORATED

# RAVINE RIDGE

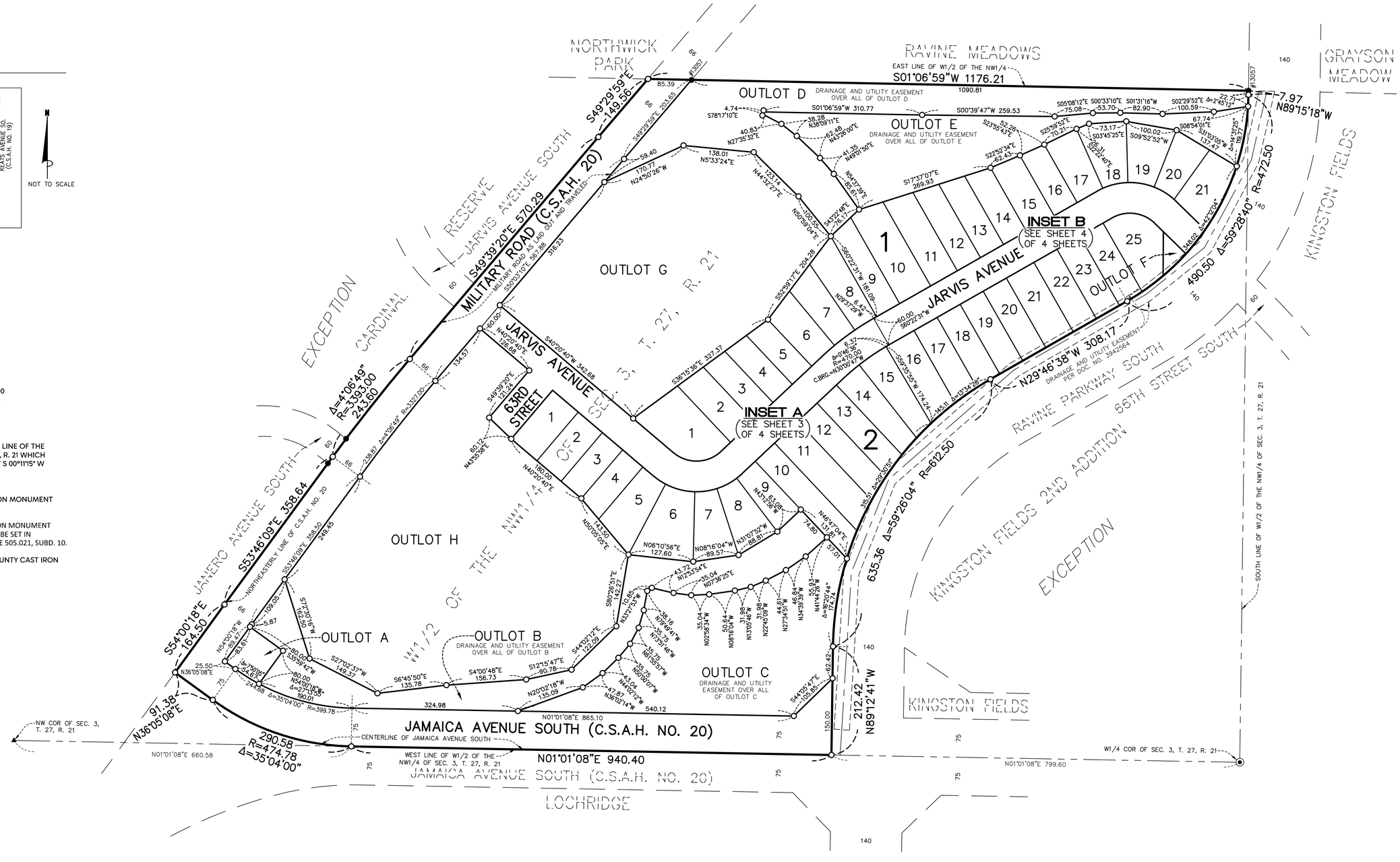
## VICINITY MAP




SCALE IN FEET
0 100 200

BEARINGS ARE BASED ON THE WEST LINE OF THE W1/2 OF THE NW 1/4 OF SEC. 3, T. 27, R. 21 WHICH IS ASSUMED TO HAVE A BEARING OF S 00°11'15" W

- ● DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- ○ DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481 TO BE SET IN ACCORDANCE WITH MN STATE SATUTE 505.021, SUBD. 10.
- ◉ DENOTES FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- ▲ DENOTES FOUND MAGNETIC NAIL

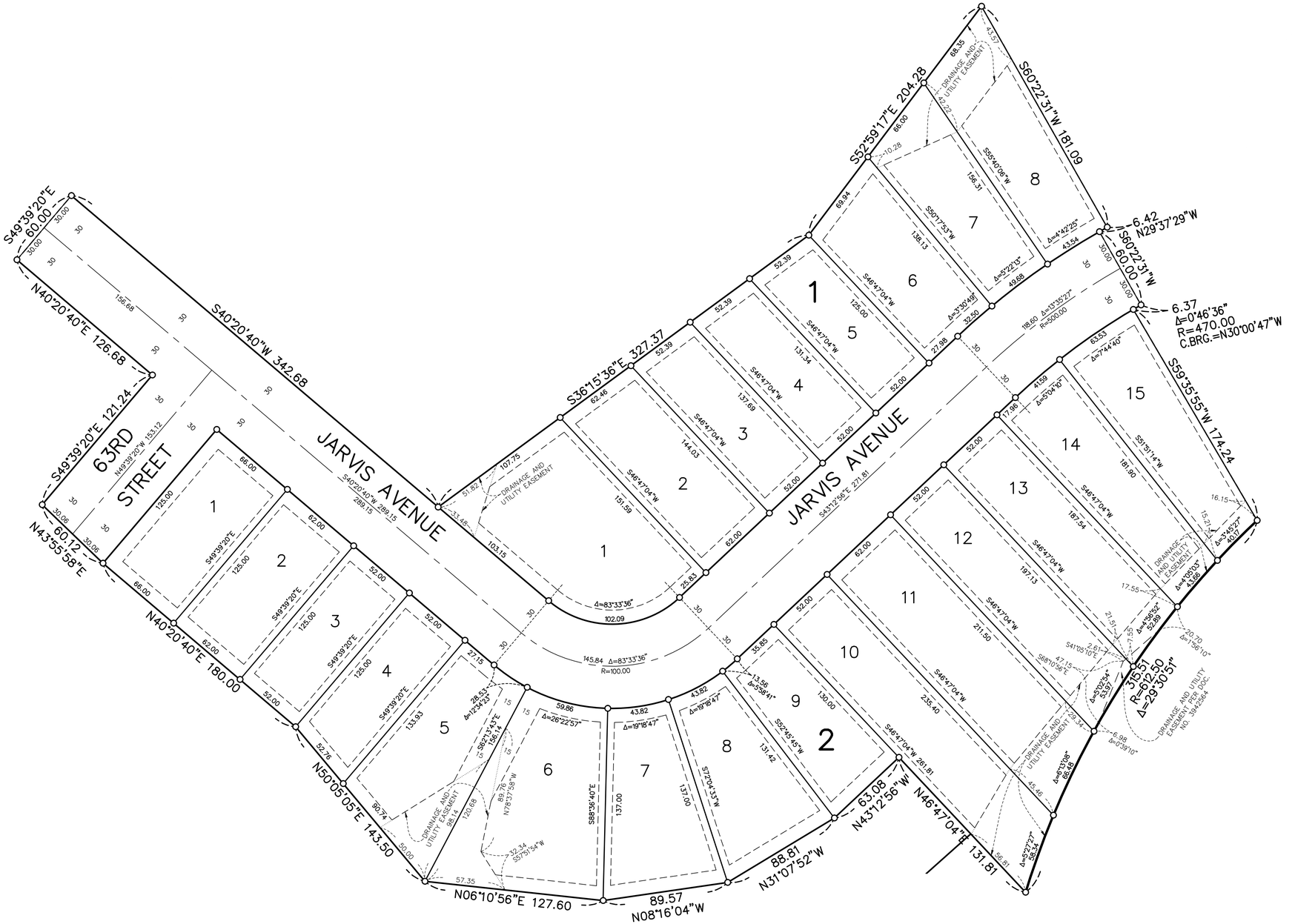



HILL INCORPORATED

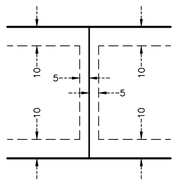
# RAVINE RIDGE

## INSET A

(SEE SHEET 2 OF 4 SHEETS)




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

SCALE IN FEET

0 40 80

BEARINGS ARE BASED ON THE WEST LINE OF THE W1/2 OF THE NW 1/4 OF SEC. 3, T. 27, R. 21 WHICH IS ASSUMED TO HAVE A BEARING OF S 00°11'15" W

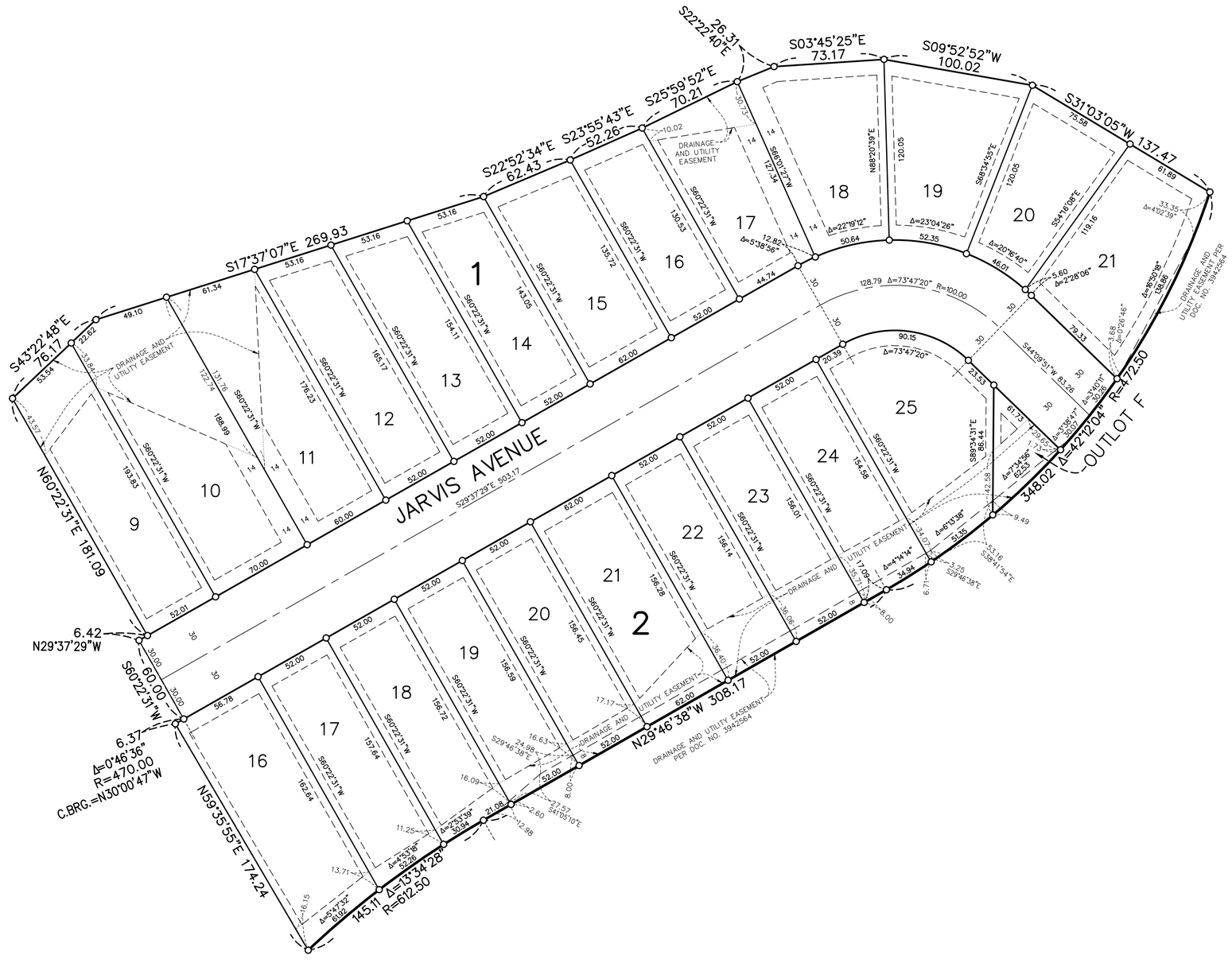
○ DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481 TO BE SET IN ACCORDANCE WITH MN STATE SATUTE 505.021, SUBD. 10.

HILL INCORPORATED

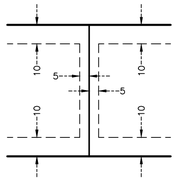
# RAVINE RIDGE

## INSET B

(SEE SHEET 2 OF 4 SHEETS)




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

SCALE IN FEET

0 40 80

BEARINGS ARE BASED ON THE WEST LINE OF THE W1/2 OF THE NW 1/4 OF SEC. 3, T. 27, R. 21 WHICH IS ASSUMED TO HAVE A BEARING OF S 00°11'15" W

○ DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481 TO BE SET IN ACCORDANCE WITH MN STATE SATUTE 505.021, SUBD. 10.

HILL INCORPORATED

# DEVELOPMENT AGREEMENT

# FOR THE PLAT OF RAVINE RIDGE

# BY AND BETWEEN

# THE CITY OF COTTAGE GROVE

# AND

# M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

**THIS AGREEMENT,** made and entered into on the_____day of_____, 2026, by and between the City of Cottage Grove, a Minnesota municipal corporation, ("CITY"), and M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, ("DEVELOPER").

## RECITALS:

**WHEREAS,** M/I Homes of Minneapolis/St. Paul, LLC is the fee simple owners of the DEVELOPMENT PROPERTY, as identified on the FINAL PLAT; and

**WHEREAS,** in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER and OWNER applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT of Ravine Ridge, which is consistent with the PRELIMINARY PLAT; and

**WHEREAS,** in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, street lighting and other facilities; and

**WHEREAS,** under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL is approving the FINAL PLAT of Ravine Ridge and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER and OWNER enter into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and

2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

**WHEREAS,** the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

**NOW, THEREFORE,** subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

## ARTICLE 1
## DEFINITIONS

**1.1. TERMS.** The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

**1.2. BUILDER.** "BUILDER" means an entity that will be constructing a residence on a lot in the FINAL PLAT.

**1.3. CITY.** "CITY" means the City of Cottage Grove, a Minnesota municipal corporation.

**1.4. CITY ENGINEER.** "CITY ENGINEER" means the City Engineer of the City of Cottage Grove or delegatees.

**1.5. CITY WARRANTIES.** "CITY WARRANTIES" means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

**1.6. COMMUNITY DEVELOPMENT DIRECTOR.** "COMMUNITY DEVELOPMENT DIRECTOR" means the Community Development Director of the City of Cottage Grove or delegatees.

**1.7. COUNCIL.** "COUNCIL" means the Council of the City of Cottage Grove.

**1.8. COUNTY.** "COUNTY" means Washington County, Minnesota.

**1.9. DEVELOPER.** "DEVELOPER" means M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company.

**1.10. DEVELOPER DEFAULT.** "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;

b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;

c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;

d) breach of the DEVELOPER WARRANTIES.

**1.11. DEVELOPER IMPROVEMENTS.** "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 of this DEVELOPMENT AGREEMENT.

**1.12. DEVELOPER WARRANTIES.** "DEVELOPER WARRANTIES" means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

**1.13. DEVELOPMENT AGREEMENT.** "DEVELOPMENT AGREEMENT" means this instant agreement by and among the CITY, OWNER and DEVELOPER.

**1.14. DEVELOPMENT PLANS.** "DEVELOPMENT PLANS" means all street infrastructure, utility and grading plans, drawings, specifications, and surveys, dated May 27, 2026, prepared by Hill Incorporated, or as may be updated and approved by the CITY ENGINEER,

hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

**1.15. DEVELOPMENT PROJECT.** "DEVELOPMENT PROJECT" means a residential development to be known as Ravine Ridge that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

**1.16. DEVELOPMENT PROPERTY.** "DEVELOPMENT PROPERTY" means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

**1.17. FINAL ACCEPTANCE.** "FINAL ACCEPTANCE" means all conditions of a DEVELOPER IMPROVEMENTS have been completed and approved by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR.

**1.18. FINAL PLAT.** "FINAL PLAT" means the FINAL PLAT, approved by the COUNCIL on July 15, 2026, attached hereto as Exhibit B.

**1.19. FORCE MAJEURE.** "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions or District or Federal Court orders that prevent DEVELOPER from performing its obligations under the DEVELOPMENT AGREEMENT.

**1.20. FORMAL NOTICE.** "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

**If to CITY:**
City of Cottage Grove
Attn: City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016
jlevitt@cottagegrovemn.gov

**If to DEVELOPER:**
M/I Homes of Minneapolis/St. Paul, LLC
Attn: Emily Becker
5354 Parkdale Drive, Suite 100
St. Louis Park, MN 55416
ebecker@mihomes.com

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**1.21. INDIRECT COSTS.** "INDIRECT COSTS" means the costs related to:

a) Finance, administration and legal costs; and

b) Engineering services performed by CITY Staff; and

c) Testing and Right of Way services; and

d) Consulting engineering services.

**1.22. ON-SITE IMPROVEMENTS**. "ON-SITE IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

**1.23. OTHER REGULATORY AGENCIES.** "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

a) Minnesota Department of Transportation

b) Washington County

c) Washington County Highway Department

d) South Washington Watershed District

e) Minnesota Department of Health

f) Minnesota Pollution Control Agency

g) Metropolitan Council

h) Minnesota Department of Natural Resources

i) Minnesota Board of Water and Soil Resources

j) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

**1.24. OWNER.** "OWNER" means M/I Homes of Minneapolis, St. Paul, LLC, a Minnesota limited liability company that will own the DEVELOPMENT PROPERTY

**1.25. OWNER DEFAULT. "**OWNER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

a) failure by the OWNER to timely pay the CITY any levied assessments required to be paid under the DEVELOPMENT AGREEMENT;

b) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;

c) breach of the OWNER WARRANTIES.

**1.26. OWNER WARRANTIES**. "OWNER WARRANTIES" means all OWNER WARRANTIES identified in Article 11 of this DEVELOPMENT AGREEMENT.

**1.27. PRELIMINARY PLAT.** "PRELIMINARY PLAT" means the preliminary plat approved by the COUNCIL.

**1.28. PRIOR EASEMENT HOLDERS.** "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the FINAL PLAT or transferred pursuant to this DEVELOPMENT AGREEMENT.

**1.29. UTILITY COMPANIES.** "UTILITY COMPANIES" means and includes, jointly and severally, the following:

a) Utility companies, including electric, gas and cable;

b) Pipeline companies.

## ARTICLE 2
## FINAL PLAT APPROVAL

**2.1. FINAL PLAT APPROVAL**. The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

**2.2. RECORDING OF FINAL PLAT**. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

## ARTICLE 3
## ON-SITE IMPROVEMENTS

**3.1. ON-SITE IMPROVEMENTS**. The DEVELOPER shall construct and install, at its own cost, all ON-SITE IMPROVEMENTS identified and depicted on Exhibit C in accordance with industry standards for making public improvements.

**3.2.** **AREA CHARGES**. The CITY imposes Area Charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Section 8-1-3 C.3 and the Fee Schedule. Such Area Charges are identified on Exhibit G.

## ARTICLE 4
## DEVELOPER IMPROVEMENTS

**4.1.** **DEVELOPER IMPROVEMENTS**. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements on Exhibit D, attached hereto.

**4.2.** **GROUND MATERIAL.** The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

**4.3.** **GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.**

a) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and temporary or permanent easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY on property owned by the DEVELOPER that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales to be seeded and blanketed, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS and the approved grading permit, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS, unless otherwise agreed to by the DEVELOPER and CITY ENGINEER.

b) The DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements may be granted by an acceptable document as approved by the CITY with mutual consent between the CITY and DEVELOPER. Unless previously agreed to in writing by the CITY and the DEVELOPER, the DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in PDF and AUTOCAD format after the final rough grading is complete for review and approval prior to development utility installation. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with

the approved grading plan and confirming that the lot corner monuments are installed.

c) Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Building construction and construction activities are not allowed on City-observed holidays, unless agreed to in advance by the CITY ENGINEER.

**4.4. GRADING OF PUBLIC STREETS**. The DEVELOPER must grade the areas within the FINAL PLAT and additional areas as identified in the grading plans, in order to be able to convey and treat water from the FINAL PLAT. Grading of all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan and as secured by the LOC required in Exhibit F shall be done in accordance with the grading plan provided to and approved by the CITY. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER.

**4.5. INTERIM BITUMINOUS STREET.** The DEVELOPER will construct a bituminous wedge for the roadways within the FINAL PLAT. The bituminous wedge will be removed, and final wear course installed once 90% of the residences have final Certificates of Occupancy or after two (2) years. At the end of two (2) years from the day the bituminous wedge is installed, even if 90% of the homes do not have Certificates of Occupancy, the DEVELOPER will remove the wedge and place the wear course pavement. The DEVELOPER is responsible for the replacement of any damaged sidewalk or curb (this obligation does not preclude DEVELOPER and BUILDER(s) from making agreement for reimbursement of replacement obligations from BUILDER(s) to DEVELOPER). The BUILDER will be responsible to preserve and protect the public roadway and any sidewalk/trail.

**4.6. PUBLIC STREET MAINTENANCE**. The DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT and DEVELOPMENT PLANS from initiation of construction through final acceptance by the CITY.

**4.7. STREET SWEEPING**. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER. DEVELOPER may assign this responsibility to the BUILDERS.

**4.8. STREET SIGNS**. The CITY shall manufacture and install street identification signs and non-mechanical and non-electrical traffic control signs. The DEVELOPER shall be financially responsible for these costs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY.

**4.9.** **SOD AND CURB BOX**. The DEVELOPER agrees that the BUILDER must pay for and install cultured sod from the street curb to the rear lot line(s) of each lot in the entire FINAL PLAT and curb box shall be installed in working condition. For a lot where a Temporary Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by July 15; for a lot where a Temporary Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by the BUILDER by October 15. Notwithstanding anything to the contrary in this DEVELOPMENT AGREEMENT, it is agreed that in lieu of the BUILDER installing sod on each lot, the BUILDER may provide to a lot owner a certificate that entitles the lot owner to have sod delivered to that lot at the owner's request for installation by the lot owner.

**4.10.** **BOULEVARD AND AREA RESTORATION.** All boulevards shall be permanently sodded within 30 days of final grading, with the exception of those boulevards directly adjacent to buildable lots. These boulevards may be temporarily seeded until the lot is final graded, and then sod shall be installed. The DEVELOPER shall restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences once the vegetation on the surrounding area has reached 70% coverage.

**4.11.** **LOT CORNER MONUMENTS.** The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

**4.12.** [Intentionally blank]

**4.13.** **STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION**. The DEVELOPER or BUILDER shall clear, on a daily basis, any soil, earth or construction debris from the surrounding streets and lands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or their agents, and shall restore to the CITY'S specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY'S specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance as determined by the CITY ENGINEER by October 15, or later if approved by the CITY'S Public Works Director. CITY will consider the following factors when considering acceptance for winter maintenance: the status of installation of curb, pavement and wedge. Completion of the work described in this section shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair or restoration is required.

**4.14. OCCUPANCY AND ACCESS.**

a) No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base and wedge that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for two model home building permits if approved by the CITY'S Building Official and Fire Marshal as follows:

   i. One model home permit may be issued prior to roadway Class V gravel base and utilities being installed; and
   ii. One additional model home building permit may be issued after Class V gravel base and utilities and storm pipes have been installed to serve the lots for the model homes as long as the "Out of Service" hydrant tags have been installed on all out of service hydrants.

b) A Temporary Certificate of Occupancy for any home may be issued in accordance with the following:

   i. The DEVELOPER has constructed a temporary bituminous roadway that is acceptable in design and approved by the CITY;
   ii. Water and sanitary sewer improvements are installed, tested, televised, reviewed and available for use as described in Exhibit D, Section 2(d). Hydrant tags must also be removed;
   iii. The Residential Temporary Certificate of Occupancy Fee is paid, pursuant to the CITY'S Fee Table;
   iv. If requested from July 1 through October 1, in addition to the above, grading as-builts have been approved by the CITY ENGINEER; no Temporary Certificate of Occupancy will be issued between July 1 and October 1 without an approved grading as-built survey.

Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied home or homes, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

**4.15. DRIVEWAYS.** Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a Certificate of Occupancy is issued between October 2 and June 30 of the following year, completion of the work described in this paragraph must be completed by July 15; for a lot for which a Certificate of Occupancy is issued between July 1 and October 1, completion of the work described in this paragraph shall be completed by October 15.

**4.16. VEGETATION.** The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not

have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER shall install tree protection around all trees that are to be saved as shown in the approved DEVELOPMENT PLANS prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

**4.17. LANDSCAPING.** The responsibility for landscaping requirements is as follows:

a) The DEVELOPER is responsible for installing all landscaping improvements as shown on the approved landscape plan. Landscaping for individual lots shall be installed during the construction of each lot.

b) Single-family lots shall meet the following standards:

i. Property owners shall maintain their yards all the way to the curb or shoulder of the abutting roadways, sidewalks and trail for each parcel, including any landscaping in the boulevards.
ii. Property owners shall maintain their yards to the edge of any abutting CITY trail.
iii. The DEVELOPMENT PROJECT must meet required landscaping standards in City Code. In addition, lots less than 60 feet wide must have at least two (2) trees, one (1) of which must be in the front yard and the front yard tree can only have a maximum height of 30 feet with a canopy spread of no more than 30 feet. Lots more than 60 feet wide must have at least three (3) trees, one (1) of which must be in the front yard and the front yard tree must be at least 30 feet tall and may have a canopy spread of more than 30 feet.

**4.18. EROSION CONTROL.** The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency online *Minnesota Stormwater Manual* and the grading permit from the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS and as required in Exhibit F. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded, and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices as detailed on the DEVELOPMENT PLANS or as reasonably required by CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour notice, take appropriate action to control erosion. The CITY may, without notice draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY'S option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS on the relevant portion of DEVELOPMENT PROPERTY.

**4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY**. It is agreed that DEVELOPER may transfer its responsibility for sod installation, Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control provided DEVELOPER ultimately remains liable for the performance or nonperformance thereof and it is understood and agreed that upon transfer of the NPDES permit to the BUILDER or buyer of an individual lot, all processes involving the required NPDES permit transfer process shall be followed and completed and all responsibilities thereafter assumed under the said NPDES permit specific to the subject lot shall be the BUILDER'S or buyer's responsibility and not DEVELOPER'S responsibility. BUILDER shall restore any vegetation disturbed on adjacent outlots using correct seeding or other appropriate vegetation, as approved by the CITY.

**4.20. WEED/GRASS MAINTENANCE**. During the term of this AGREEMENT, the DEVELOPER must not allow or permit within the FINAL PLAT, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush until FINAL ACCEPTANCE. However, in CITY outlots, native plants are allowed pursuant to CITY Code Section 4-3-1(B)(2)(L). In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by DEVELOPER or assessed against the property that is in violation. The DEVELOPER shall maintain all CITY Outlots until acceptance in writing by CITY.

## ARTICLE 5
## PARK CONTRIBUTION REQUIREMENTS

**5.1. PARK DEDICATION.** Park Dedication Fees have been partially satisfied by the deeding of Outlot A, Ravine Ridge and the remaining shall be paid pursuant to the park dedication calculations on Exhibit G.

## ARTICLE 6
## PERMITS, LICENSES AND OTHER APPROVALS

**6.1. PERMITS.** The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER. City will work with DEVELOPER to have UTILITY COMPANIES relocate their utilities.

## ARTICLE 7
## OTHER DEVELOPMENT REQUIREMENTS

**7.1.** **MISCELLANEOUS REQUIREMENTS**. Any additional requirementsto approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein.

**7.2.** **HOMEOWNER'S ASSOCIATION.** DEVELOPER shall create a Homeowner's Association ("HOA") within 180 days of the Effective Date of this DEVELOPMENT AGREEMENT that governs the rights and responsibilities of HOA for ownership and maintenance of Outlots B, D, and F, Ravine Ridge, the landscaped buffer along Ravine Parkway, and the irrigation and maintenance of the boulevard along Ravine Parkway. These rights and responsibilities include that:

a) The HOA covenants shall require that any owners of Lot 21, Block 1, and Lots 10-25, Block 2 of Ravine Ridge who install a fence adjacent to Ravine Parkway or Jamaica Avenue shall comply with the following:

   i. Each fence along Ravine Parkway and each fence along Jamaica Avenue must be uniform in design, materials and color, as approved by the COMMUNITY DEVELOPMENT DIRECTOR;

   ii. The fence must be placed on the house-side of any earth-berm or buffer landscaping;

   iii. The fence cannot be placed in or encroach into the right of way;

   iv. If adjacent to Ravine Parkway, the fence must be a minimum of five feet (5') from the trail/sidewalk and the adjacent property owner is responsible for maintaining the five-foot (5') area between the fence and the trail/sidewalk.

b) The City installed an irrigation system in the Ravine Parkway right of way that is adjacent to the Final Plat. Upon installation of the landscaping of the lots that abut the Ravine Parkway right of way, the HOA shall repair or replace the existing irrigation system and thereafter shall own, maintain, replace and repair the irrigation system in the Ravine Parkway right of way that is adjacent to the Final Plat.

c) The HOA shall mow and maintain the area from Outlot B to the edge of the Jamaica Avenue pavement.

**7.3.** [Intentionally blank]

**7.4.** **MILITARY ROAD REMOVAL**. DEVELOPER shall be responsible for pavement removal of Military Road from Jeffery Avenue to the Jamaica Avenue right of way. The DEVELOPER shall thereafter construct an eight-foot (8') wide trail in the public right of way from the northwest corner of the FINAL PLAT to Jeffery Avenue as shown on the approved DEVELOPMENT PLANS. The CITY shall credit the DEVELOPER after the trail is installed and

accepted by the CITY as identified in Exhibit G. DEVELOPER'S removal of Military Road shall not occur until after July 31, 2027 and after construction of Jarvis Avenue to Ravine Parkway in conformance with Section 4.5. Prior to the completion of the removal of Military Road, the DEVELOPER shall include a notification in all purchase agreements that Military Road is being removed. The removal of Military Road and installation of the trail between Jamaica Avenue and Jeffery Avenue shall be substantially complete by October 15, 2027. Substantial completion includes pavement removal, trail installation, and topsoil spreading. Final completion and restoration shall occur no later than May 31, 2028.

**7.5. OPEN SPACE MARKERS**. DEVELOPER shall install Open Space markers pursuant to the DEVELOPMENT PLANS.

## ARTICLE 8
## WARRANTY PERIOD

**8.1. WARRANTY PERIOD.** Upon FINAL ACCEPTANCE, CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, will provide written notice to DEVELOPER each relevant warranty period.

**8.2. WARRANTY ON PROPER WORK AND MATERIALS**. DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

a) Landscaping, which includes all trees, grass, and sod in boulevards not adjacent to a buildable lot, outlots, parks and open space, shall be warranted to be alive, of good quality and disease free for a period of one (1) year after planting. Any replacements shall be similarly warranted for one year after planting.

b) Streets, sidewalks, trails, lighting and utilities shall be warranted for a period of two (2) years and begins after acceptance by the CITY. The warranty shall include the obligation of the DEVELOPER to repair and correct any damage to or deficiency in such improvements during the warranty period.

## ARTICLE 9
## RESPONSIBILITY FOR COSTS

**9.1. DEVELOPER IMPROVEMENTS, ON-SITE IMPROVEMENTS COSTS.** The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS, and ON-SITE IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs.

The CITY'S designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by the DEVELOPER to CITY within thirty (30) days after the DEVELOPER receives notices of such deductions.

**9.2. ENFORCEMENT COSTS**. The DEVELOPER shall pay the CITY for the costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

**9.3. TIME OF PAYMENT**. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

## ARTICLE 10
## DEVELOPER WARRANTIES

**10.1. STATEMENT OF DEVELOPER WARRANTIES**. The DEVELOPER hereby warrants and represents the following:

a) **AUTHORITY.**

i. DEVELOPER has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

ii. DEVELOPER is fee title owner and developer of the DEVELOPMENT PROPERTY, and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

b) **NO DEFAULT**. The DEVELOPER is not in default under any lease, contract or agreement to which they are a party or by which they are bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

c) **PRESENT COMPLIANCE WITH LAWS**. The DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations

including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

d) **CONTINUING COMPLIANCE WITH LAWS**. The DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

e) **NO LITIGATION**. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

f) **FULL DISCLOSURE**. None of the representations and warranties made by the DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.

g) **PLAT COMPLIANCE**. The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.

h) **OBTAINING PERMITS**. The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

## ARTICLE 11
## OWNER WARRANTIES

**11.1 STATEMENT OF OWNER WARRANTIES.** The OWNER hereby warrants and represents as follows:

a) **AUTHORITY.** OWNER is the fee simple OWNER of DEVELOPMENT PROPERTY and has the right, power, legal capacity and authority to enter into and

perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

b) **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party of by which it is bound which affect performance under this DEVELOPMENT AGREEMENT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER.

d) **FULL DISCLOSURE.** None of the representations and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

## ARTICLE 12
## CITY WARRANTIES

**12.1. STATEMENT OF CITY WARRANTIES.** The CITY hereby warrants and represents as follows:

a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

## ARTICLE 13
## INDEMNIFICATION OF CITY

**13.1. INDEMNIFICATION OF CITY.** Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, the DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;

b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;

c) failure by the DEVELOPER or OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;

d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;

e) failure by the DEVELOPER to pay for materials;

f) approval by the CITY of the FINAL PLAT;

g) approval by the CITY of the DEVELOPMENT PLANS;

h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;

i) construction of the DEVELOPER IMPROVEMENTS;

j) delays in construction of the DEVELOPER IMPROVEMENTS;

k) payment by DEVELOPER or OWNER for any required costs or assessments;

l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

**13.2. NOTICE.** Within a reasonable period of time after the CITY'S receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER and OWNER. The DEVELOPER and OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER and OWNER shall have the right to cure or remedy the event leading to such claim.

**13.3. DEFENSE OF CLAIM.** Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER and OWNER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER and OWNER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY'S expense. If the DEVELOPER

and OWNER fail to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER and OWNER.

## ARTICLE 14
## CITY REMEDIES UPON DEVELOPER DEFAULT

**14.1. CITY REMEDIES.** If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the defaulting DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT, and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;

b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;

c) the CITY may collect on the respective irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof, of the DEVELOPER in default;

d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT for the defaulting DEVELOPER;

e) the CITY may, at its sole option, perform the work or improvements to be performed by the defaulting DEVELOPER, in which case the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER or OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

**14.3. NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to

exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

**14.4. EMERGENCY.** Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER and OWNER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the defaulting DEVELOPER and without giving the defaulting DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the defaulting DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY against the relevant portion of DEVELOPMENT PROPERTY; and the defaulting DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

## ARTICLE 15
## FINANCIAL OBLIGATIONS

**15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT.** Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable LOC for the respective amounts required in Exhibits C and F. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall have auto-renewal terms. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, or for any of the following reasons:

a) at DEVELOPER'S written request; or

b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY.

The CITY shall use the respective LOC proceeds or cash escrows deposited by the DEVELOPER as identified on Exhibit C to reimburse the CITY for its costs and to cause the ON-SITE IMPROVEMEMENTS to be constructed by the DEVELOPER, to the extent practicable; and shall use the LOC proceeds and cash escrows on Exhibits F and G to reimburse the CITY for its costs and

to cause the DEVELOPER IMPROVEMENTS identified on Exhibits F and G, to be constructed by the DEVELOPER to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS and ON-SITE IMPROVEMENTS have been constructed and after retaining the appropriate percentage of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER. At DEVELOPER'S request and CITY'S written consent, which shall not be unreasonably withheld, in lieu of using the LOC proceeds or cash escrows, the CITY and DEVELOPER may enter into a deferred assessment waiver agreement for a portion or all of the CITY'S reimbursement costs.

With CITY approval, the respective LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

**15.2. LOC RELEASE AND CASH ESCROW INCREASE.** The DEVELOPER may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced for ON-SITE IMPROVEMENTS at the following milestones:

a) **LOC or Cash Escrow Reductions**. The DEVELOPER may request LOC or cash escrow deposits be reduced at the following milestones and in such amounts that are commensurate with the amount of work that has been completed to date, but subject to the limitations for retainage amounts needed during the warranty period, as described below:

   i. Two (2) grading reductions at least two (2) months apart, except for pond cleaning.
   ii. Three (3) ON-SITE IMPROVEMENT reductions at least two (2) months apart.
   iii. One (1) landscaping reduction.

b) **LOC or Cash Escrow Release**. Upon FINAL ACCEPTANCE by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR of each portion of the DEVELOPER IMPROVEMENTS and upon commencement of the warranty periods, the LOC or cash escrows will be released as follows:

   i. Grading will be released in full and no retainage is required through the warranty period with the exception of pond cleaning which will be retained in its entirety through the warranty period.
   ii. Landscaping will be reduced by 50% and the balance will be retained through the warranty period.
   iii. Streets will be reduced by 75% and the balance will be retained through the warranty period.
   iv. ON-SITE IMPROVEMENTS will be reduced by 75% and the balance will be retained through the warranty period.

Following the expiration of the warranty periods, all LOC and cash escrows will be released.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or

that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the relevant DEVELOPER posts an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes. LOC reductions will be processed within 30 days of DEVELOPER'S request.

**15.3. DEVELOPER'S CASH FEES AND CASH ESCROW REQUIREMENTS**. Prior to the FINAL PLAT being released for recording, the DEVELOPER shall deposit cash and cash escrows with the CITY for those items and in the amounts required in Exhibit G, as allocated to each. DEVELOPER shall be responsible for all fees related to the purpose of the cash escrow. If the cash escrow deposit is depleted to 50%, DEVELOPER shall be required to replenish the cash escrow deposit to 100% within 30 days' notice by the CITY.

**15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS**. DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto. If the DEVELOPER is the only BUILDER pulling building permits, the CITY, in its sole discretion, may accept an irrevocable LOC from the DEVELOPER for each lot, in an amount equal to or exceeding the total amount of cash escrow requirement that would otherwise be required under this paragraph.

## ARTICLE 16
## MISCELLANEOUS

**16.1. CITY'S DUTIES.** The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

**16.2. NO MODIFICATIONS TO DEVELOPMENT PROJECT.** All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by DEVELOPER on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and the DEVELOPER will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the CITY, which consent shall not be unreasonably withheld.

**16.3. NO THIRD-PARTY RECOURSE.** Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

**16.4. VALIDITY.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

**16.5. RECORDING.** The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER and OWNER shall provide and execute any and all documents necessary to implement the recording.

**16.6. BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT and shall be binding upon the successors and assigns of the DEVELOPER and OWNER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER and OWNER in the land made the subject of the FINAL PLAT.

**16.7. CONTRACT ASSIGNMENT.** The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER'S obligations hereunder shall continue in full force and effect, even if the DEVELOPER sell one or more lots, the entire PLAT, or any part of it.

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

**16.9. GOVERNING LAW.** This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

**16.10. COUNTERPARTS.** This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**16.11. HEADINGS.** The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

**16.12. INCONSISTENCY.** If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligations imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

**16.13. ACCESS.** The DEVELOPER hereby grants to the CITY, its agents, employees,

officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and ON-SITE IMPROVEMENTS.

**[The remainder of this page has been intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed this DEVELOPMENT AGREEMENT.

**CITY OF COTTAGE GROVE**

By:_____
Justin Olsen
Its Acting Mayor

By:_____
Tamara 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 Justin Olsen and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Acting 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 Acting Mayor and City Clerk acknowledged said instrument to be the free act and deed of saidmunicipality.

_____
Notary Public

**M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

By: _____
Printed Name: JOHN LUST
Its: Area President

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me on this 7th day of July, 2026, by of M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, on behalf of said company.

EMILY KATE BECKER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

Emily Becker
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**
**DEVELOPMENT PROPERTY**

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

Lots 1-21, inclusive, Block 1, Ravine Ridge;

Lots 1-25, inclusive, Block 2, Ravine Ridge;

Outlots A, B, C, D, E, F, G, H, Ravine Ridge.

EXHIBIT B
FINAL PLAT

# RAVINE RIDGE

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

That part of the West Half of the Northwest Quarter of Section 3, Township 27, Range 21, lying easterly of Jamaica Avenue, Except that portion lying Northeasterly of County Road No. 20. Also except the property platted as Kingston Fields and Kingston Fields 2nd Addition, Washington County, Minnesota. Subject to County Road 20, Jamaica Avenue and Ravine Parkway South.

Has caused the same to be surveyed and platted as RAVINE RIDGE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

M/I Homes of Minneapolis/St. Paul, LLC

By: _____
John Rask, Area President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on_____ day of _____, 20_____, by John Rask, the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited, on behalf of the company.

_____ Notary Public, _____ County, _____
(Notary Signature)

_____ My commission expires _____
(Notary Printed Name)

I Marcus F. Hampton 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 this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____ day of _____, 20_____

_____
Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481.

_____ Notary Public, _____ County, Minnesota
(Notary Signature)

_____ My commission expires January 31,_____
(Notary Printed Name)

**CITY COUNCIL, CITY OF COTTAGE GROVE, MINNESOTA**

This plat was approved by the City Council of the City of Cottage Grove, Minnesota on this_____ day of _____, 20____, and hereby certifies compliance with all requirement as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ _____
Mayor City Clerk

**WASHINGTON COUNTY SURVEYOR**

Pursuant to Chapter 820, Laws of Minnesota, 1971 and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved on this _____ day of _____, 20____.

By: _____ By: _____
Washington County Surveyor

**WASHINGTON COUNTY AUDITOR/TREASURER**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9 and Section 272.12, taxes payable in the year 20____, on real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this _____ day of _____, 20____.

By: _____ By: _____
Washington County Auditor/Treasurer Deputy

**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

HILL
INCORPORATED
SHEET 1 OF 4 SHEETS

**EXHIBIT B**
**FINAL PLAT**
**CONT.**

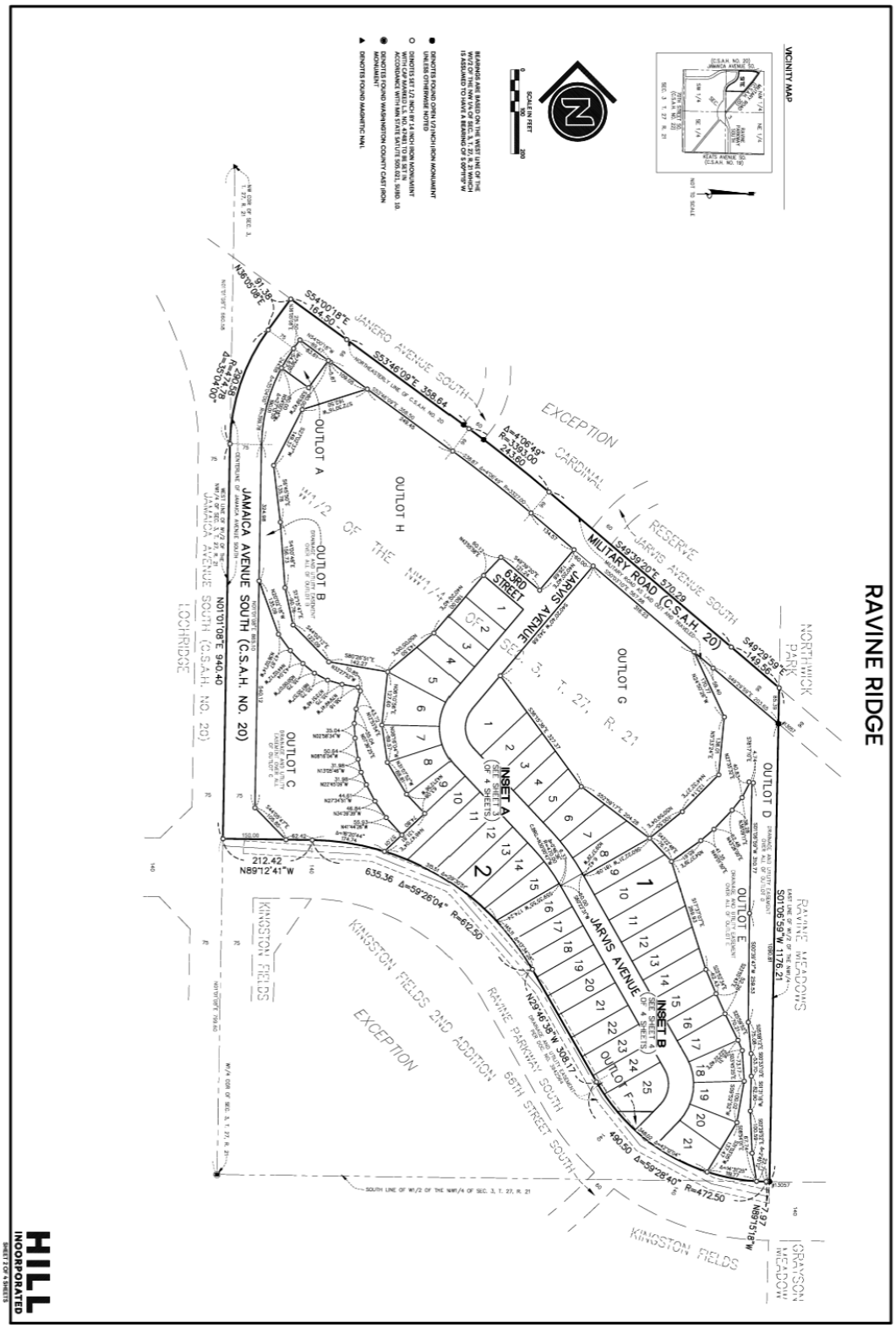


**EXHIBIT B**
**FINAL PLAT**
**CONT.**

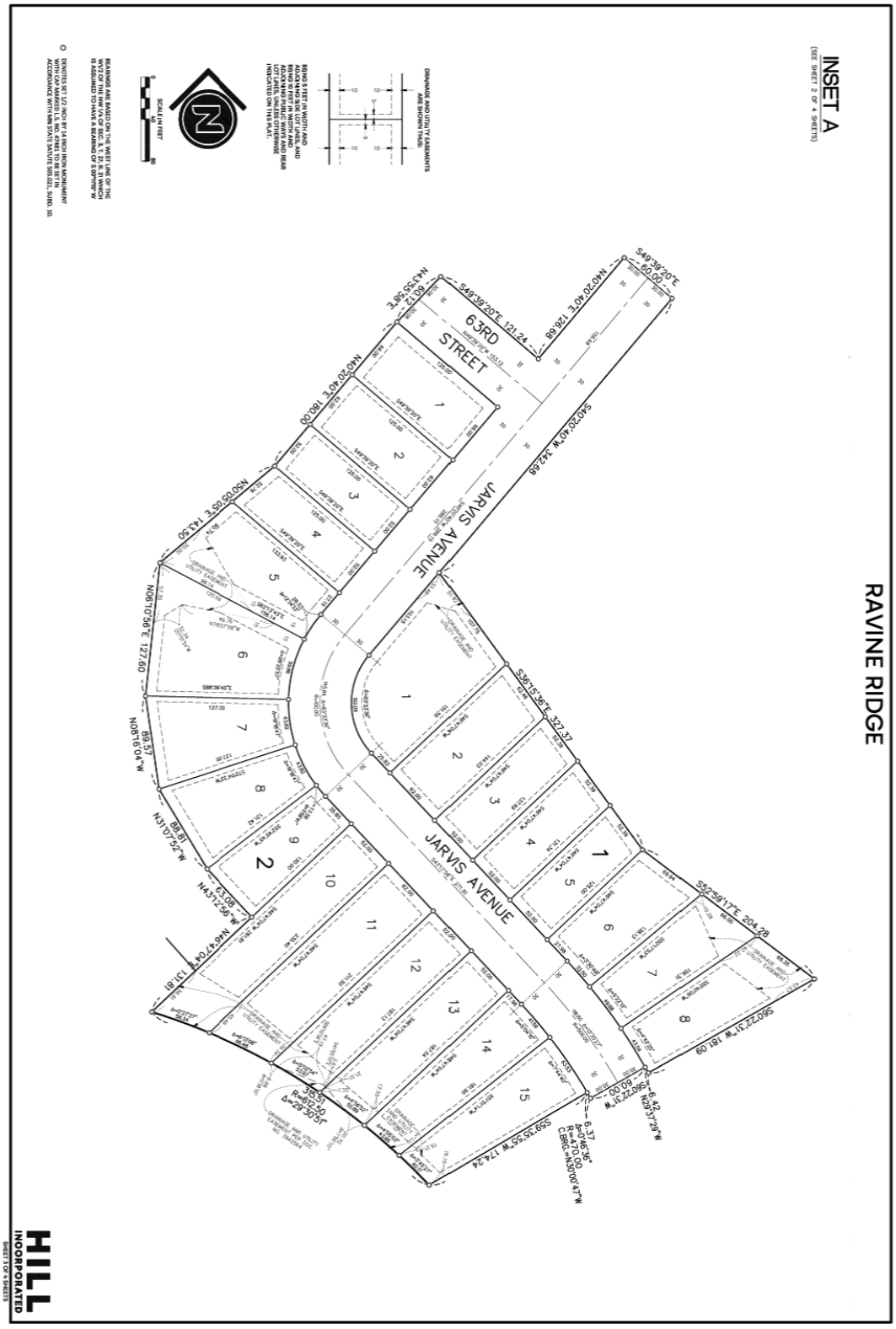


**EXHIBIT B**
**FINAL PLAT**
**CONT.**

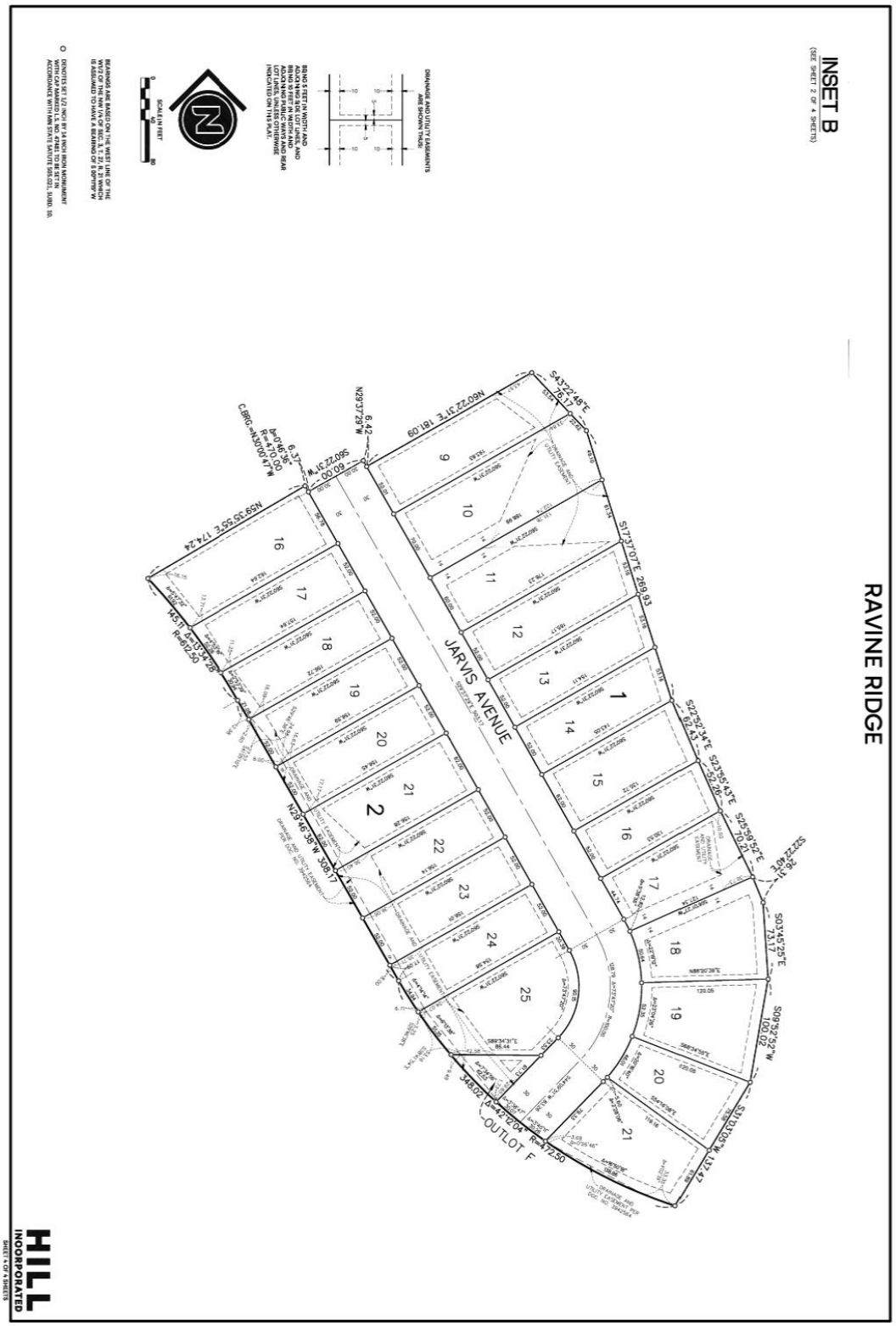


**EXHIBIT C**
**ON-SITE IMPROVEMENTS**

| **Site Improvement LOC** | | **Estimated Construction Cost** |
|---|---|---|
| Sanitary Sewer | $ | 341,274.00 |
| Watermain | $ | 387,897.00 |
| Storm Sewer | $ | 660,239.50 |
| Streets | $ | 450,316.37 |
| Military Road Trail | $ | 193,600.00 |
| Street Lighting | $ | 78,309.00 |
| Subtotal: | $ | 2,111,635.87 |
| LOC (125%) | $ | 2,639,544.84 |
| | | |
| Final Streets Construction Cost | $ | 120,739.90 |
| Final Streets LOC (130%): | $ | 156,961.87 |
| | | |
| Record Plan (2%) | $ | 42,233.00 |
| **Total Site Improvement LOC:** | **$** | **2,838,739.71** |

**EXHIBIT D**
**MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY**

1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**

a) Letter of Credit. The DEVELOPER must provide the LOC required in this DEVELOPMENT AGREEMENT.

b) All Cash Deposits. The DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.

c) Planning Fees. The DEVELOPER must pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.

d) Temporary Drainage and Utilities Easements. A signed Temporary Easement for Drainage and Utilities into Outlots.

e) Warranty Deeds to CITY. A signed Warranty Deed to CITY for Outlots A, C, and E, Ravine Ridge.

f) Warranty Deed to HOA. A signed Warranty Deed to the HOA for Outlots B, D, and F, Ravine Ridge.

2) **BUILDING PERMITS.** Except as provided in Section 4.14, no building permits may be issued until:

a) All the conditions in Paragraph 1 of this Exhibit D have been met;

b) All storm water ponds and associated drainage features within the DEVELOPMENT PROPERTY, including storm sewer and drainage swales have been installed and approved by the CITY ENGINEER;

c) All sanitary sewer and water main, within the DEVELOPMENT PROPERTY, including services, have been installed, tested, televised as necessary, and reviewed and approved by the CITY ENGINEER and are available for use;

d) DEVELOPER has constructed a temporary bituminous roadway for Jarvis Avenue and for each building permit requested by the DEVELOPER there is a temporary bituminous roadway to the lots for which building permits are being requested that is acceptable in design and approved by the CITY ENGINEER.

e) DEVELOPER has provided CITY with HOA documents identifying Outlots B, D and F as HOA common elements requiring the HOA's responsibility for maintenance.

f) The documents below have been recorded in the following order:

- Final Plat
- Development Agreement
- Warranty Deed to CITY for Outlots A, C and E, Ravine Ridge
- Warranty Deed to the HOA for Outlots B, D, and F, Ravine Ridge

3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:

a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.

b) Lot as-built surveys have been approved by the CITY.

c) All trees and shrubs required in Section 4.17(a) and (b) have been planted.

d) All sod has been installed.

4) **SUBDIVISION EROSION CONTROL**. The DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.

5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER remove any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.

7) **SIDEWALK SNOW REMOVAL AND TRAIL MAINTENANCE.** The CITY shall provide snow removal of transportation trails and sidewalks. If the CITY does not provide snow removal on a trail or sidewalk within the DEVELOPMENT PROJECT, the property owner abutting the trail or sidewalk must remove the snow and/or ice.

**EXHIBIT E**

**PERMITS, LICENSES AND OTHER APPROVALS**

1. Any licenses or permits required by the Minnesota Department of Health.

2. NPDES Permit from the MPCA.

3. Right of Way Permit from the CITY.

4. Grading Permit from the CITY.

5. Any contractor licenses from the CITY or the State of Minnesota.

6. Building Permits from the CITY.

7. Electrical Permits from the CITY.

8. South Washington Watershed Permit.

9. Utility permits that may be required from the CITY, State of Minnesota or any utility company.

10. Other permits or licenses as may be required for the construction of the DEVELOPMENT PROJECT.

11. Right of Way Permit from Washington County.

12. Wetland Permit from the Department of Natural Resource.

**EXHIBIT F**

**DEVELOPER'S LETTER OF CREDIT REQUIREMENTS FOR SITE GRADING & EROSION CONTROL AND LANDSCAPING ITEMS**

## GRADING

| Grading LOC - Entire Development | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| Site Grading Restoration: Topsoil | CY | 18,700.00 | $2.00 | $37,400.00 |
| Site Grading: MnDOT 250 Seed & Mulch | AC | 35.15 | $2,000.00 | $70,300.00 |
| Misc. Site Grading | LS | 1.00 | $20,000.00 | $20,000.00 |
| Erosion Control: Temp Rock Entrance | EA | 3.00 | $3,000.00 | $9,000.00 |
| Erosion Control: Silt Fence | LF | 5,400.00 | $2.50 | $13,500.00 |
| Erosion Control: Swale & EOF Blanket | SY | 63,200.00 | $2.50 | $158,000.00 |
| Erosion Control: Inlet Protection | EA | 16.00 | $250.00 | $4,000.00 |
| Street Sweeper w/ Pickup Broom | HR | 20.00 | $175.00 | $3,500.00 |
| Pond Liner | CY | 3,270.00 | $20.00 | $65,400.00 |
| Pond Cleaning | LS | 1.00 | $12,500.00 | $12,500.00 |
| Grading Record Plan | LS | 1.00 | $7,900.00 | $7,900.00 |
| Total Grading Restoration Cost | | | | $401,500.00 |
| **Grading LOC (150%)** | | | | **$602,250.00** |

## LANDSCAPING

| Landscape LOC | Total |
|---|---|
| Landscaping Estimate | $ 57,636.00 |
| **Total LOC (150%):** | **$ 86,454.00** |

# EXHIBIT G

## DEVELOPER'S CASH REQUIREMENTS AND INDIRECT COST CASH PAYMENTS

| City Fees | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| City Supplied Poles & Luminaires (LGT-8) | EA | 7 | $ 5,457.00 | $ 38,199.00 |
| Street Light Utility Surcharge | EA | 46 | $ 163.92 | $ 7,540.32 |
| Seal Coating: Trails | SY | 1,007 | $ 2.50 | $ 2,517.50 |
| Park and Open Space Markers | EA | 32 | $ 175.00 | $ 5,600.00 |
| Park Dedication Fees | LOT | 46 | $ 4,772.73 | $ 219,545.58 |
| Phosphorus Mitigation Fee | LB | - | $ - | $ - |
| East Ravine AUAR Charge | AC | 24.26 | $ 120.00 | $ 2,911.20 |
| Jamaica Avenue Trail | LS | 1 | $ 78,220.00 | $ 78,220.00 |
| Ravine Parkway Deferred Assessments | LS | 1 | $ 322,209.63 | $ 322,209.63 |
| 2% Engineering Fee | LS | 1 | $ 44,647.52 | $ 44,647.52 |
| **Subtotal Fees** | | | | **$ 721,390.75** |
| Ravine Parkway Assessment (Paid 5/7/26) | LS | 1 | $ (322,209.63) | $ (322,209.63) |
| Fill Credit for Pond Slopes* | CY | 3,100 | $ (16.40) | $ (50,840.00) |
| **Total Fees** | | | | **$ 348,341.12** |

*City shall reimburse for additional pond storage capacity for the Jamaica Avenue reconstruction within Outlot C

## CITY REIMBURSEMENTS

| City Reimbursements | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| Military Road Trail Extension (Segment 1)[1] | LS | 0.50 | $ 162,624.00 | $ 81,312.00 |
| Military Road Trail Extension (Segment 2)[2] | LS | 1.00 | $ 30,976.00 | $ 30,976.00 |
| **Total Reimbursements** | | | | **$ 112,288.00** |

[1] Segment from Jamaica Avenue to East Plat Line: At such time that work is completed and accepted by the City the credit will be reimbursed to the Developer

[2] Segment from East Plat Line to Jeffery Avenue: At such time that work is completed and accepted by the City the credit will be reimbursed to the Developer

**EXHIBIT G**
**(CONT.)**

## CASH ESCROW

| **Engineering Escrow** | **Total** |
|---|---|
| Preliminary Development Review Escrow | $ 37,791.11 |
| Plan Review | $ 54,647.52 |
| Inspection | $ 121,618.79 |
| **Total Escrow:** | **$ 213,555.42** |

## AREA CHARGES

| **Area Charges** | **Cost/Acre** | **Acres** | **Total** |
|---|---|---|---|
| Sanitary Area Charge - Upper Ravine | $ 9,970.00 | 18.62 | $ 185,641.40 |
| Water Area Charge - Remainder of City | $ 6,810.00 | 18.62 | $ 126,802.20 |
| Storm Area Charge - Upper Ravine - Single Family | $ 5,820.00 | 18.62 | $ 108,368.40 |
| **Total Area Charges:** | | | **$ 420,812.00** |

*Ponding HWLs were omitted from Area Charge Calculations

**EXHIBIT H**
**BUILDER'S ESCROW REQUIREMENTS**
**AND CASH REQUIREMENTS**

## ESCROW

| **Builder Escrow** | **Per Lot** |
|---|---|
| Yard & Boulevard Sod | $ 6,200.00 |
| Curb Box Escrow | $ 500.00 |
| Administrative Escrow | $ 565.00 |
| Property As-built Survey & Corner Replacement | $ 1,000.00 |
| **Total Escrow:** | **$ 8,265.00** |

## CASH REQUIREMENTS

| **Building Permit Fees** | **Per Lot** |
|---|---|
| Sod Inspection Fee | $ 165.00 |
| Curb Stop Inspection Fee | $ 170.00 |
| Grading As-built Review Fee | $ 39.00 |
| Right-of-way Permit Fee | $ 50.00 |
| **Total Cash Added to Building Permit:** | **$ 424.00** |

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-107

**RESOLUTION APPROVING THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR RAVINE RIDGE**

WHEREAS, M/I Homes of Minneapolis/St. Paul LLC has applied for a Final Plat to develop a residential subdivision named Ravine Ridge. This subdivision plat consists of a total of 46 single family homes and 8 outlots and is located on the 36.35-acre property legally described as:

That part of the West Half of the Northwest Quarter of Section 3 lying easterly of Jamaica Avenue, Except that portion lying Northeasterly of County Road No. 20; and except that part described as follows: Beginning at a point at the Centerline of County Road No. 20, said point being 368.01 feet west and 968.45 feet south of the Northeast corner of the West Half of the Northwest Quarter; thence South 39 degrees 8 minutes West perpendicular to the centerline of County Road No. 20 a distance of 272.25 feet to an iron stake; thence North 50 degrees 51 minutes West parallel with the centerline of County Road No. 20, a distance of 160 feet to an iron stake; thence North 39 degrees 8 minutes East parallel with the easterly line of this tract 272.25 feet to the centerline of County Road No. 20; thence South 50 degrees 51 minutes East 160 feet along the Centerline of County Road No. 20 to the point of beginning. Also except the property platted as Kingston Fields and Kingston Fields 2nd Addition, Washington County, Minnesota. Subject to County Road 20, Jamaica Avenue and Ravine Parkway South.

Abstract Property

That part of the West Half of the Northwest Quarter of Section 3, Township 27, Range 21, described as follows: Beginning at a point at the Centerline of County Road No. 20, said point being 368.01 feet west and 968.45 feet south of the Northeast corner of the West Half of the Northwest Quarter; thence South 39 degrees 8 minutes West perpendicular to the centerline of County Road No. 20 a distance of 272.25 feet to an iron stake; thence North 50 degrees 51 minutes West parallel with the centerline of County Road No. 20, a distance of 160 feet to an iron stake; thence North 39 degrees 8 minutes East parallel with the easterly line of this tract 272.25 feet to the centerline of County Road No. 20; thence South 50 degrees 51 minutes East 160 feet along the Centerline of County Road No. 20 to the point of beginning, Washington County, Minnesota.

Abstract Property

PIDS: 03.027.21.23.0003 and 03.027.21.23.0001

Commonly known as 9119 and 9165 Military Road South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, the Developer will utilize the approved plans and specifications dated 5/27/2026 as prepared by Hill Incorporated to construct the public improvements within the subdivision; and

WHEREAS, the Developer will install the public improvements within the subdivision in accordance with current City ordinances and policies; and

WHEREAS, a development agreement and financial sureties are required for the development of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Cottage Grove, Washington County, Minnesota, hereby approves the Ravine Ridge construction plans and specifications dated 5/27/2026, as prepared by Hill Incorporated, subject to the following conditions:

1. The developer and builders must comply with all City ordinances and policies.

2. The developer and builders must comply with the review comments found in the July 6, 2026, memorandum and any subsequent memorandum from Bolton and Menk.

3. Modifications to final construction plans and specifications shall be approved in writing by the City Engineer.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

# FINAL EROSION CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET CONSTRUCTION PLANS – PHASE 1

FOR

## M/I HOMES OF MPLS/ST. PAUL, LLC.

5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

## INDEX


| | |
|---|---|
| TITLE SHEET | C1.0 |
| SITE INFORMATION | C1.1-C1.2 |
| FINAL EROSION & SEDIMENT CONTROL PLAN | C2.0-C2.4 |
| FINAL EROSION & SEDIMENT CONTROL DETAILS | C2.5-C2.7 |
| FINAL TOPSOIL MANAGEMENT PLAN | C3.0-C3.4 |
| FINAL SEEDING PLAN | C3.5-C3.9 |
| FINAL SANITARY SEWER & WATERMAIN CONSTRUCTION | C4.0-C4.1 |
| FINAL STORM SEWER CONSTRUCTION | C5.0-C5.4 |
| FINAL STREET CONSTRUCTION | C6.0-C6.2 |
| FINAL STRIPING & SIGNAGE PLAN | C7.0 |
| FINAL CONSTRUCTION DETAILS | C8.0-C8.3 |
| FINAL STREET LIGHT PLAN | E1.0-E2.0 |


### PROJECT COORDINATES

N44° 51' 29.83"
W92° 55' 15.54"

### SITE ADDRESS

PARCEL A: 9119 MILITARY ROAD, COTTAGE GROVE, MN 55016
PARCEL B: 9165 MILITARY ROAD, COTTAGE GROVE, MN 55016

### SITE AREA

| | |
|---|---|
| OVERALL SITE AREA | 36.35 ACRES |
| PHASE 1 (PLATTED LOTS AND R/W) | 12.17 ACRES |

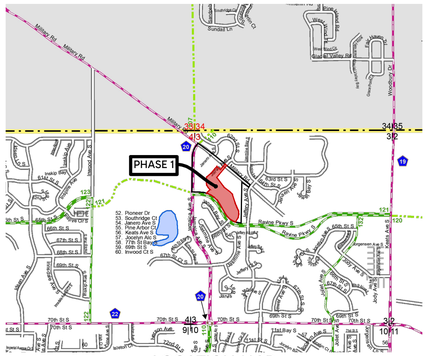
### MINIMUM SETBACKS

| | |
|---|---|
| FRONT | 25 FEET |
| SIDE (HOUSE & GARAGE) | 6 FEET |
| SIDE (STREET) | 20 FEET |
| REAR | 30 FEET |

MAXIMUM IMPERVIOUS COVERAGE (PER LOT) 50%

### BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)
#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)


PHASE 1
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Military Rd
62nd St S
66th St S
70th St S
Jamaica Ave S
Jeffery Ave S
Janero Bay S
Ravine Pkwy S
Janero Ave S
Jarvis Ave S
Jamaica Ln S
Jeffery Ln S
Woodcrest Dr
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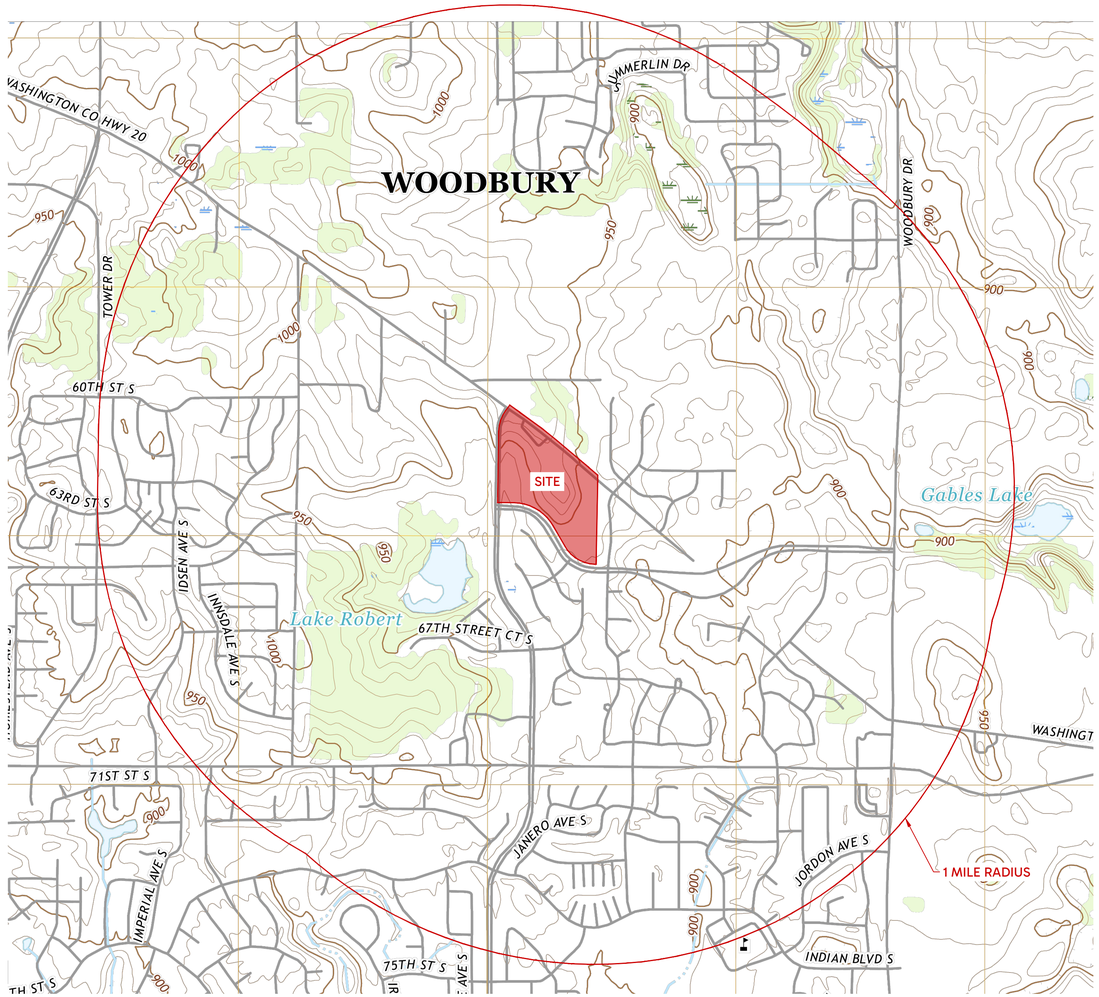
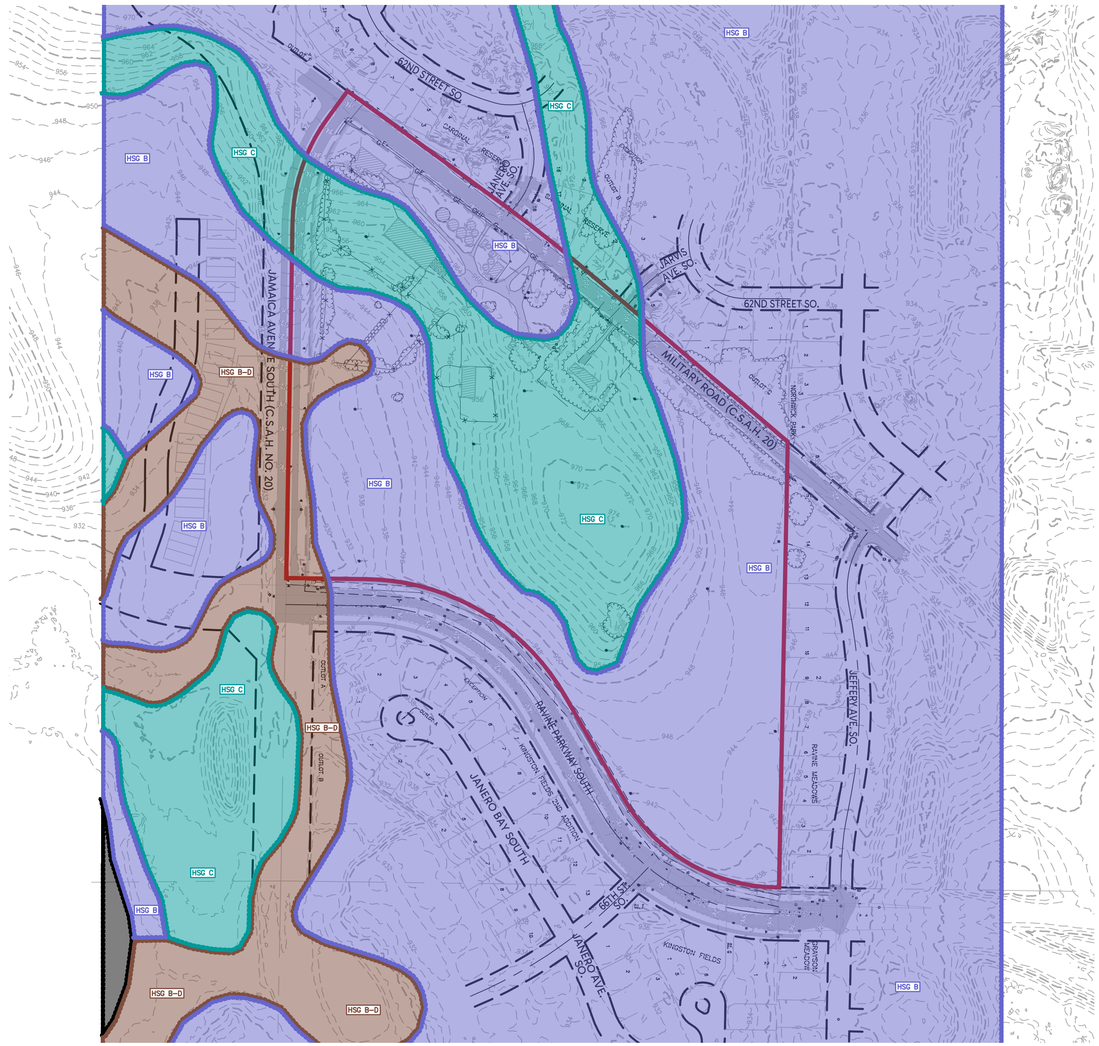



# USGS MAP

1" = 1000'




# SOILS MAP

1" = 200'

- HYDROLOGIC SOIL GROUP B
- HYDROLOGIC SOIL GROUP C
- HYDROLOGIC SOIL GROUP B/D
- HYDROLOGIC SOIL GROUP NOT RATED (WATER)

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

BENCHMARKS
#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)
#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)


HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
Kurt@mnhill.com
www.mnhill.com


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. CHANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
SITE INFORMATION
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
24310 DRN

PROJECT NO.
24310-00

C1.1

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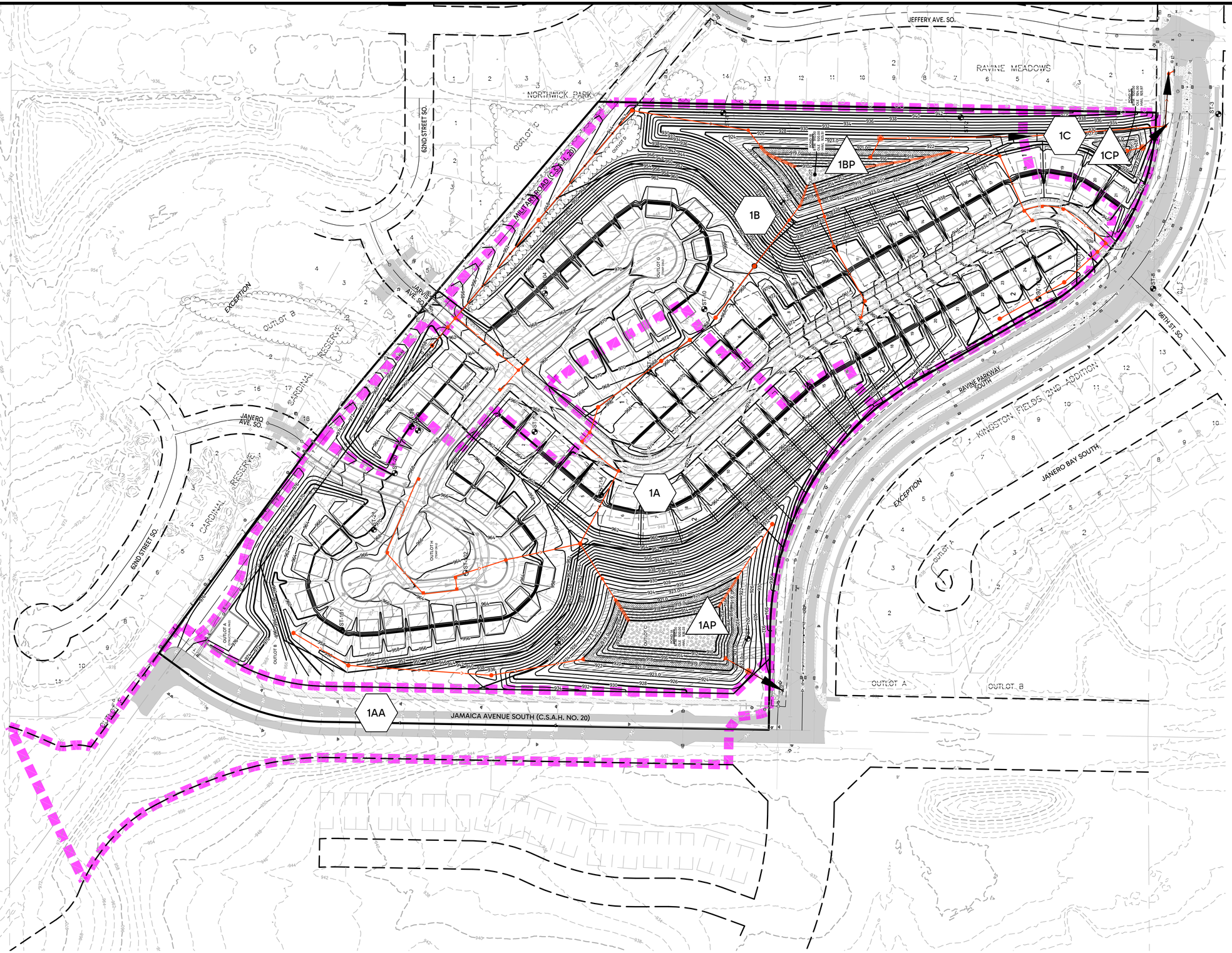


# PROPOSED DRAINAGE MAP

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

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HILL INCORPORATED
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5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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| DRAWN BY | CTY |
| DATE | 05/27/2026 |
| REVISIONS | |
| CAD FILE | 24310 DRN |
| PROJECT NO. | 24310-00 |
| | C1.2 |

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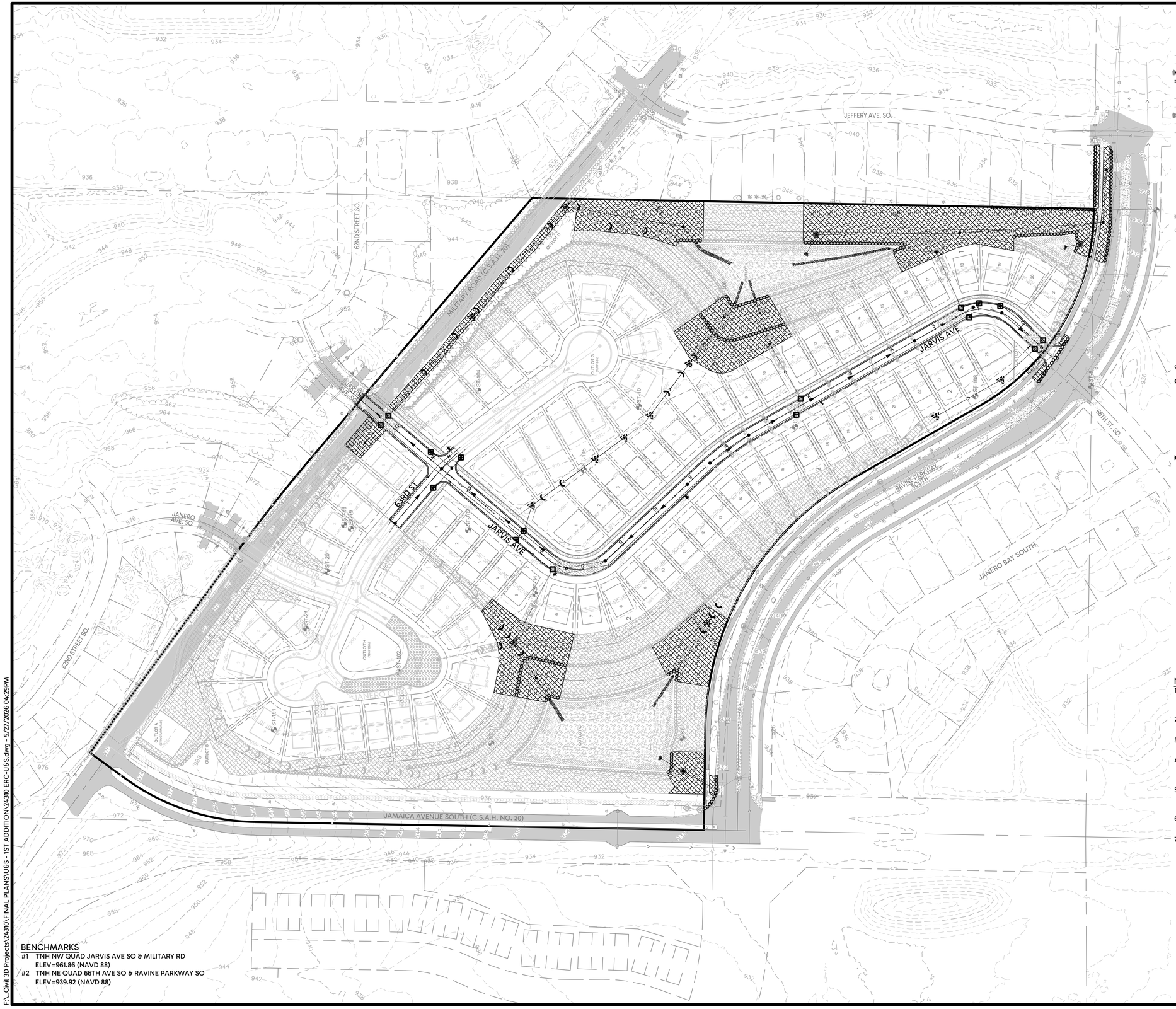


## LEGEND

- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- FUTURE WATERMAIN
- FUTURE SANITARY SEWER
- FUTURE STORM SEWER
- FUTURE CURB & GUTTER
- 923 EXISTING CONTOUR
- PROPOSED CONCRETE
- PROPOSED ASPHALT SURFACE
- PROPOSED SEDIMENT BASIN
- PROPOSED 10' AQUATIC BENCH
- PROPOSED 10' POND MAINTENANCE ACCESS
- EXISTING FLOATING HEAD SKIMMER OUTLET
- EXISTING SILT FENCE
- EXISTING DITCH CHECK
- EXISTING ROCK CHECK DAM
- EXISTING FES PROTECTION
- EXISTING WIMCO OR EQUAL
- EXISTING REAR YARD CB INLET PROTECTION
- EXISTING EROSION CONTROL BLANKET
- EXISTING TEMPORARY SEDIMENT BASIN
- PROPOSED SILT FENCE - PRE UTILITY CONSTRUCTION
- PROPOSED SILT FENCE - POST STORM SEWER CONSTRUCTION
- PROPOSED WIMCO OR EQUAL - POST STORM SEWER CONSTRUCTION
- PROPOSED REAR YARD CB INLET PROTECTION - POST STORM SEWER CONSTRUCTION
- PROPOSED DITCH CHECK - POST STORM SEWER CONSTRUCTION
- PROPOSED EROSION CONTROL BLANKET
- PROPOSED FLOATING HEAD SKIMMER OUTLET - STORM SEWER CONSTRUCTION

## NOTES

1. PRE UTILITY CONSTRUCTION PERIMETER EROSION/SEDIMENT CONTROL MEASURES MUST BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY PRIOR TO THE START OF WORK.
2. CONTRACTOR MUST PROVIDE CITY A MINIMUM 24-HOUR NOTICE PRIOR TO INSPECTION.
3. CONTRACTOR TO DETERMINE LOCATION OF ROCK CONSTRUCTION ENTRANCE - MILITARY ROAD.
4. CONTRACTOR MUST PROTECT EXISTING EROSION AND SEDIMENT CONTROL MEASURES, TO THE EXTENT PRACTICAL, THROUGHOUT ENTIRETY OF UTILITY AND STREET CONSTRUCTION - INCIDENTAL.
5. EXISTING ROCK CHECKS AND TEMPORARY SEDIMENT BASINS/SKIMMER OUTLETS TO BE SALVAGED AND REINSTALLED POST UTILITY CONSTRUCTION AND PRIOR TO STREET CONSTRUCTION - INCIDENTAL.
6. POST UTILITY CONSTRUCTION EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED IMMEDIATELY FOLLOWING UTILITY INSTALLATION.
7. ALL REMAINING ROCK CHECK MATERIAL REMAINING POST STREET CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF OFF-SITE - INCIDENTAL.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)

#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL EROSION & SEDIMENT CONTROL PLAN

FOR

## M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
24310 ERC-U&S

PROJECT NO.
24310-00

C2.0

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CAD FILE
24310 ERC-U6S

PROJECT NO.
24310-00

C2.1

OUTLOT A
(STRUCTURAL PAD)

OUTLOT B

OUTLOT H
(TEMP D&U)

62ND STREET SO.

63RD ST

JANERO AVE. SO.

JANERO CIR

JARVIS AVE

JARVIS AVE. SO.

JAMAICA AVENUE SOUTH (C.S.A.H. NO. 20)

MILITARY ROAD (C.S.A.H. 20)

PROTECT EMERGENCY SIREN THROUGHOUT CONSTRUCTION

EX STM 110
IE 969.43 (12")

EX STM 109
RE 972.87
IE 968.97 (12" NW)
IE 968.97 (15" SE)

EX STM 108
RE 972.93
IE 968.38 (15" SE,NW)

EX STM 106A
RE 972.99
IE 967.69 (15" NE,NW)

EX STM 403
RE 974.89
IE 971.14 (12" SE)

EX STM 402
RE 975.39
IE 970.41 (12" SE)

EX MH 22
RE 976.70
IE 964.46 (8" N,S)

EX MH 23
RE 975.90
IE 964.92 (8" N)

EX STM 401
RE 975.26
IE 970.23 (12" SE)

EX STM 400
IE 969.83 (12")

EX MH 19
RE 958.36
IE 945.48 (8" NE,SW)

BMP1
TNH 961.86

EX STM 501
RE 959.69
IE 953.40 (12" SE)

EX MH 20
RE 958.20
IE 944.16 (8" ALL)

EX STM 500
IE 951.99 (12")

ST-101 ST-102 ST-103 ST-104 ST-16 ST-17 ST-20 ST-21

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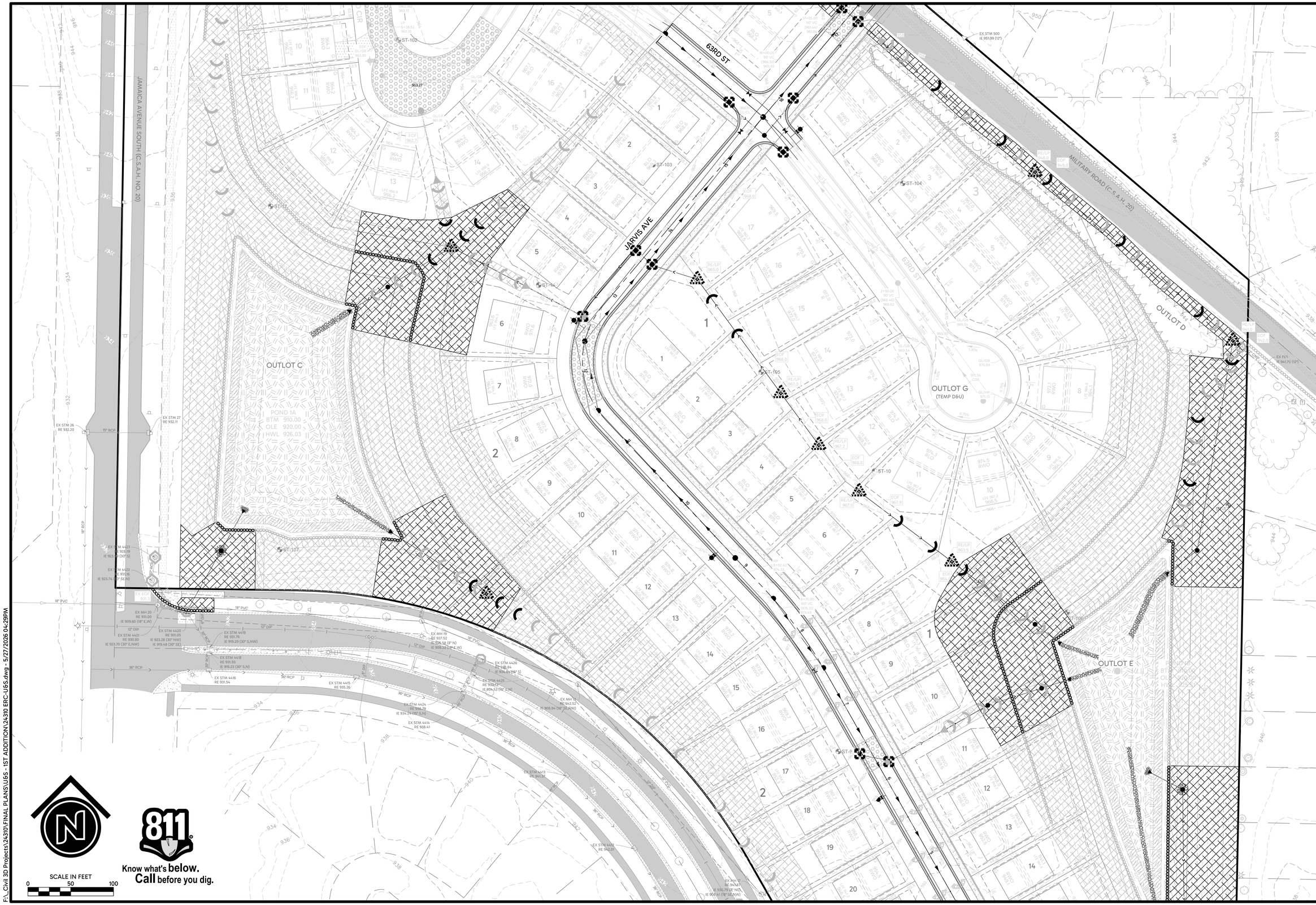


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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. QUAINTANCE, P.E.

Date: 05/27/2026 Reg.No. 24676

# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

## FINAL EROSION & SEDIMENT CONTROL PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC.

5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

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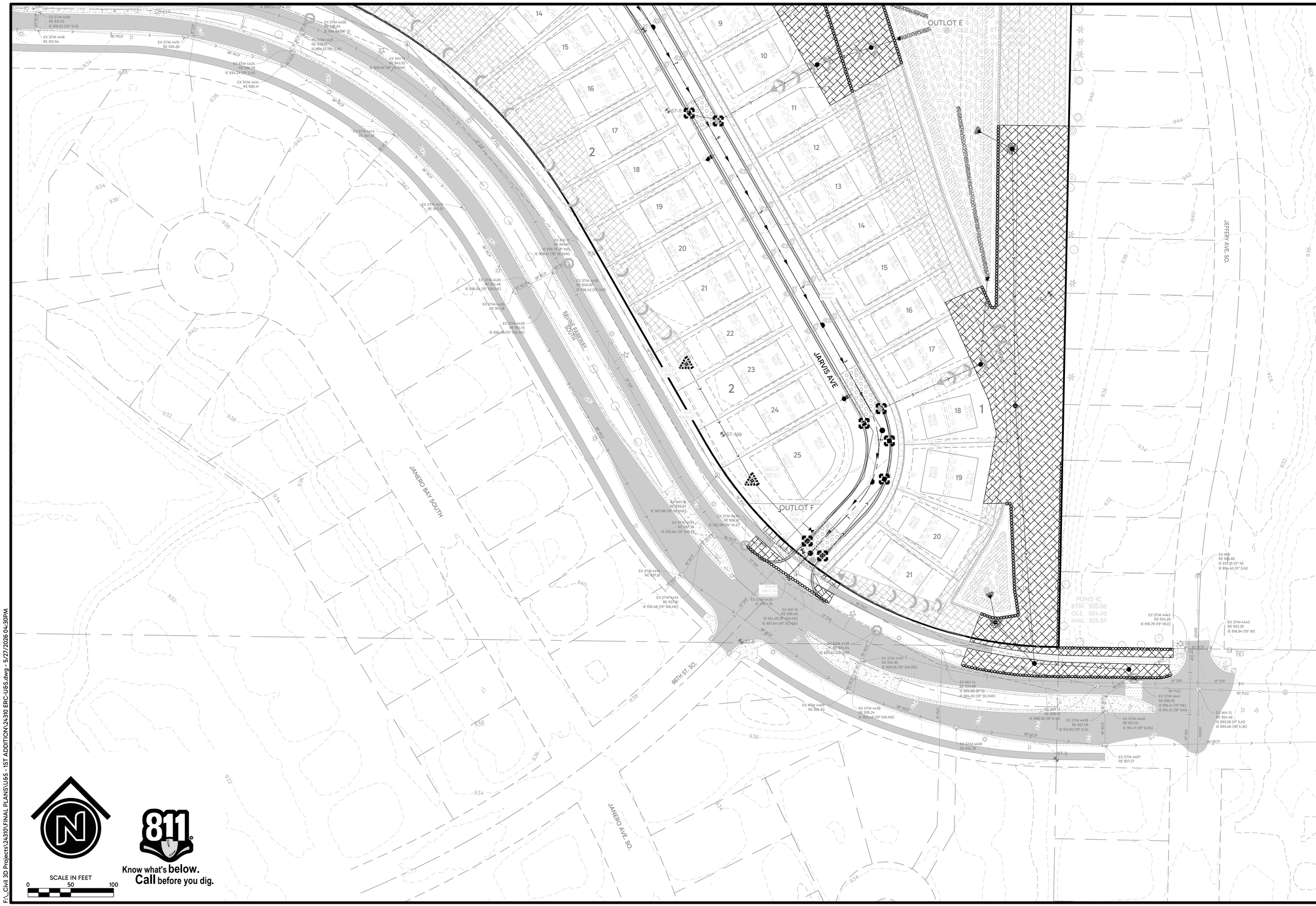
C2.2





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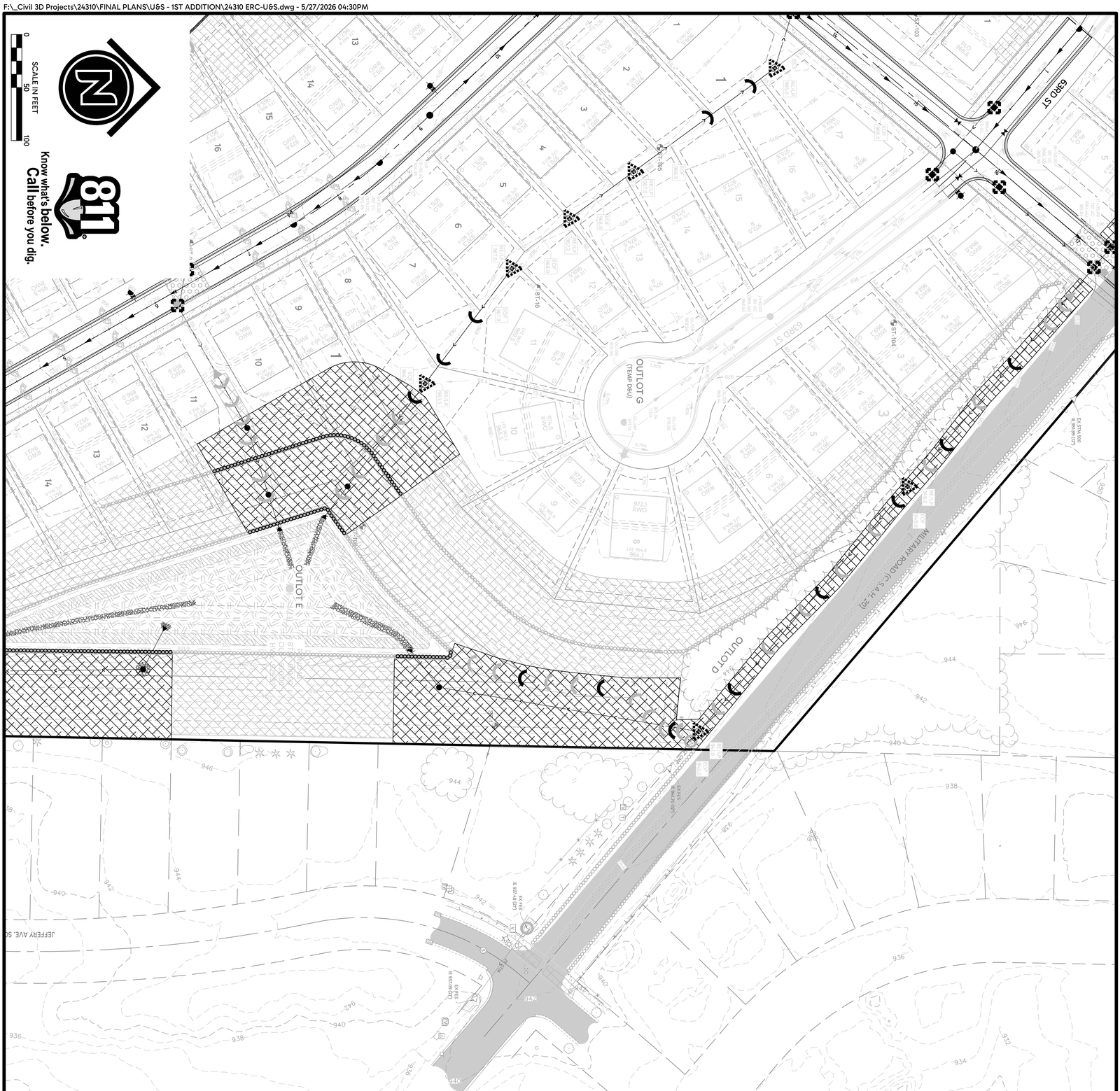


# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

## FINAL EROSION & SEDIMENT CONTROL PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC.

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# DEVELOPMENT SUMMARY

**RAVINE RIDGE - COTTAGE GROVE, MINNESOTA**
-These plans shall be considered part of the project's SWPPP. A copy of the SWPPP shall remain on-site throughout active construction.

**TYPE OF PROJECT**: 85 Lots - Single-Family Construction

**TYPE OF WORK**: Mass Grading, Utility Installation, Street Construction. Subsequently, Joint Trench and Home construction will occur.

**TOTAL PLATTED AREA**: 36.35 AC

**TOTAL DISTURBED AREA**: 33.52 AC

**EXISTING IMPERVIOUS AREA**: 2.71 AC
(WITHIN DISTURBED AREA OF PROJECT)

**POST CONSTRUCTION IMPERVIOUS AREA**: 9.25 AC
(WITHIN DISTURBED AREA OF PROJECT)

*Infiltration is not allowed as the project site is within the 10yr groundwater capture zone.

**CONSTRUCTION PHASING**
The project is expected to be mass graded in one phase within one construction season, but developed with utility and street construction in two phases.

Three proposed stormwater basins will treat the project stormwater. The proposed basins can be constructed either partially or in whole at the early portion of the project grading to serve as temporary sedimentation basins. Upon completion of grading, the contractor may also utilize the street subgrade and the rear yard low points as temporary sediment basins prior to discharge to the proposed stormwater basins.

**POTENTIONAL FOR EROSION AND DISCHARGE OF SEDIMENT**
As the site will be disturbed for a period of several weeks during construction, the potential for erosion will increase. The overall gradients on the site are moderate. Certain portions of the site exceed 10% gradients and shall be closely monitored and managed to prevent erosion. The proposed street subcut and rear yard low points as well as the stormwater basins will serve as temporary sediment basins during construction.

The risk of discharge of sediment off of the site is moderate, due to the grade orientation, soil type, design, and discharge area. The highest potential for discharge off the site is to Ravine Parkway South. This area will be controlled by a cut-off swale, silt fence, ditch checks, and erosion control blanket.

Contractor will be required to manage completion of 3:1 slopes such that soil exposure is minimized. After excavation and embankments are completed, slopes shall be re-spread with on-site topsoil where specified (stockpiling in the remainder), the slope grades certified, and erosion blanket or seed and mulch installed as per the plan. Contractor shall coordinate these steps to be carried out in a timely manner such that active construction areas are minimized.

**GENERAL CONSTRUCTION SEQUENCING**
1. Install perimeter control and rock construction entrance.
2. Perform any clearing, as needed.
3. Perform demolition and debris removal, as needed.
4. Place topsoil stockpiles and stabilize with mulch.
5. Perform mass grading. As sheet drainage patterns develop, place ditch checks, silt fence, and temporary sediment basins as necessary to dissipate and control sediment transfer.
6. Stabilize disturbed areas (non-utility installation areas) with seed and mulch, erosion control blanket, or temporary mulch as needed.
7. Construct utilities and pavements.
8. Stabilize remaining disturbed areas with seed and mulch or erosion control blanket until final stabilization.
9. Install phone, cable, gas and electric utilities.
10. Construct buildings and structures.
11. Stabilize home areas with final permanent vegetation, landscaping or turf.

**GUIDANCE FOR TIMING OF BMP INSTALLATION**

**Prior to Start of Construction**
1. Install all perimeter control BMPs as specified on plans prior to start of construction.
2. Install or establish stabilized construction entrance.
3. Install protection devices on existing storm sewer inlets and flared ends prior to start of construction.

**During Construction**
1. Identify temporary topsoil stockpile locations and stabilize with temporary mulch.
2. Areas in which construction becomes inactive must have stabilization commence immediately and be completed no later than 14 days after construction activity in that area has either temporarily or permanently ceased.
3. Provide temporary or permanent energy dissipation at all pipe outlets within 24 hours of connection to a surface water.
4. Minimize active construction areas. Where possible, establish final grade and stabilize with permanent vegetation - particularly around stormwater basins.
5. During grading construction, utilize street subgrade and rear yard low points for stormwater management to the fullest extent practicable - establish temporary sediment basins and outlets as required.
6. Identify and establish where topsoil stockpiles will be placed for Home Construction/Builders. Stabilize with temporary seed and mulch and install perimeter control around stockpile base.
7. After construction is completed and grades are certified in a particular area of the site, establish permanent vegetation or other permanent cover.

**During Inactivity or After Construction**
1. Areas in which construction becomes inactive must have stabilization commence immediately and be completed no later than 14 days after construction activity in that area has either temporarily or permanently ceased.
2. Final stabilization cover types are shown on this sheet of the plan set. Final cover consists of vegetation, paved and gravel surfaces, sod, landscaping and buildings.
3. At the point where vegetated cover has achieved 70% of expected full growth density, vegetated areas can be considered fully stabilized. Removal of synthetic sediment control BMPs can be initiated.
4. Inlet protection devices can be removed from structures as the attributing drainage area becomes fully stabilized.
5. Maintain street sweeping activities until construction activities are fully completed.

**EROSION CONTROL BMPs**
The construction plans anticipate the use of, but are not limited to, the following Erosion Control BMPs:
1. Perimeter delineation to minimize disturbed areas
2. Temporary Rock Construction Entrance
3. Temporary straw mulch as needed.
4. Seed and mulch/Sod
5. Erosion Control Blanket
6. Minimize active or disturbed work areas
7. Horizontal slope grading
8. Rip rap

**SEDIMENT CONTROL BMPs**
The construction plans anticipate the use of, but are not limited to, the following Sediment Control BMPs:
1. Utilize street subcut, rear yard low points, and stormwater basins as Temporary Sediment Basins
2. Silt Fence at project perimeter and throughout site
3. Inlet protection after utility construction
4. Linear control along back of new curb and gutter (sod, erosion control blanket, bioroll, or silt fence)
5. Routine street sweeping adjacent to construction entrance.
6. Ditch checks
7. Post construction silt fence - stormwater basins, large slope areas, and topsoil stockpiles

Refer to plans for designated locations of BMPs, details and implementation notes. All BMP's selected and implemented shall be appropriate for the time of year, the current site conditions and for the estimated duration of use.

**BASIN AND TRAP DEWATERING BMPs**
Should the need arise for basin or trap dewatering, contractor shall utilize a floating skimmer pump intake, such that the water is drawn from the surface of the basin. Pumped effluent shall not be discharged into Surface Waters in a turbid state.
Turbid effluent shall be filtered with mechanical devices, chemical filtering, or a combination thereof, to prevent discharges with visual turbidity.

**POLLUTION CONTROL BMPs**
BMP's and good housekeeping should be implemented to prevent spills, pollutants or chemicals from entering the drainage system.
1. Fueling: A fixed fueling station is not anticipated. Contractor will be required to implement BMPs for onsite re-fueling of equipment.
2. Concrete Washout: A washout area will be specified on the plan for construction. The builder/developer has the ability to adjust location or to provide alternative washout containment.
3. There is not an anticipated need for storing chemicals, paints, solvents or other potentially toxic or hazardous materials on site.

**SEED & MULCH SPECIFICATIONS**
Seed placed for permanent cover or final stabilization requires the respread of 6" minimum existing/salvaged topsoil and the disc anchoring of mulch. Multiple site visits will be required to accommodate permanent or temporary stabilization as required during the phases of construction.

1. General
A. Seed: **MNDOT Mesic Inslope (MI)** at a rate of 65 lb/acre
B. Fertilzer: Type 3 slow release at a rate of 200 lb/acre
C. Mulch: MNDOT Type 1 at a rate of 2 tons/acre

2. Stormwater
A. Seed: **MNDOT Wet Ditch (WD)** at a rate of 20 lb/acre
B. Fertilzer: Type 3 slow release at a rate of 200 lb/acre
C. Mulch: MNDOT Type 3 at a rate of 2 tons/acre

3. Upland
A. Seed: **MNDOT Southern Tallgrass Roadside (STR)** at a rate of 26 lb/acre
B. Fertilzer: Type 3 slow release at a rate of 200 lb/acre
C. Mulch: MNDOT Type 3 at a rate of 2 tons/acre

4. Temporary Cover Crop
A. Seed: **MNDOT Oats (O)** or **MNDOT Winter Wheat (WW)** at a rate of 110 lb/acre
B. Fertilzer: Type 3 slow release at a rate of 200 lb/acre
C. Mulch: MNDOT Type 3 at a rate of 2 tons/acre

5. Temporary Mulch
A. Mulch: Type 1 (Non-Native Seed Areas) at a rate of 2 tons/ac
B. Mulch: Type 3 (Native Seed Areas) at a rate of 2 tons/ac

**ADDITIONAL SWPPP NOTES**
1. All Erosion and Sediment Control facilities shall be maintained by the contractor during the construction operations. Any temporary facilities which are to be removed as called for on these plans and specifications shall be removed by the contractor at the time directed by the engineer. The contractor shall then restore the subsequently disturbed areas in accordance with these plans and specifications.
2. Wherever practical and feasible, the contractor shall protect and preserve existing natural trees, grass and other vegetative cover in effort to provide natural buffering and filtering of runoff.
3. Contractor shall be adaptable in adjusting construction schedules in anticipation of weather forecasts of precipitation, in order to minimize risk of erosion and sediment transport.
4. It is the responsibility of the contractor to keep public streets, travel ways, parking lots and trails utilized for ingress to and egress from the construction site free of dirt, sediment and debris, resulting from construction activity.
5. Adequate control of dust shall be maintained by the contractor.
6. Perimeter controls shall not be removed until final stabilization of areas draining toward the control devices is achieved.
7. When temperatures do not exceed 40 degrees F, areas that require seed and mulch stabilization shall be dormant seeded. Application rate shall be two times the normal rate. No dormant seeding shall be done on ice or snow greater than 2" in depth.
8. Any areas that were seeded that do not achieve 70% coverage shall be reseeded at the contractor's expense.

**STORMWATER BASIN MAINTENANCE**
All stormwater basins within the project will be owned and maintained by the City. Suggested practices are as follows:
1. For the first three years after construction, basins should be inspected for obvious signs of erosion, such as gullies, rills or sediment plumes. Identify the cause and take corrective measures such that grades are restored and surfaces re-established with appropriate vegetation.
2. Inspect for sediment accumulation at the pipe outlets into the pond at the completion of sod installation of last lot in plat. Remove sediment. Re-inspect every 3-5 years.
3. Inspect inlets and outlets for blockage or debris buildup annually. Remove debris as necessary to allow for inlets and outlets to function as designed.
4. Verify basin design capacity after 15 to 20 years of service.

**MPCA STORMWATER PERMIT - RESPONSIBILITY**
The Contractor will be required to become the Permittee for the project, until final stabilization and transfer of responsibility is completed. Transfer of responsibility shall be completed with the Permit Modification Form. Contractor must provide trained individual(s) per Section 21.1 while responsible for NPDES permit and until transfer of responsibility is complete.

**OWNER: JASON BIEDERWOLF - M/I HOMES OF MPLS/ST. PAUL, LLC. - 763-586-7283 (O)**

**PERMITTEE: M/I HOMES OF MPLS/ST. PAUL, LLC.**

**GRADING OPERATOR SUPERINTENDENT: BRENT JENSEN - NORTH PINE AGGREGATE, INC. - 612-770-6681 (M)**

**ENGINEER: KURT D. QUAINTANCE, P.E. - HILL, INC. - 612-508-8890 (C)**

**TRAINING REQUIREMENTS**
**KURT D. QUAINTANCE, P.E.**
**DESIGN OF CONSTRUCTION SWPPP (CERTIFICATION(2026-2029))**
**UNIVERSITY OF MINNESOTA**
**INSTRUCTORS : JOHN CHAPMAN AND REBECCA FORMAN**

**LGU CONTACT: JOE FOX, P.E. - CITY OF COTTAGE GROVE - 651-458-2826 (O)**

**MPCA COMPLIANCE: MATT HOSKINS - MPCA - 651-757-2864**

PHASE 1 - UTILITY & STREET CONSTRUCTION

**ESTIMATED EROSION AND SEDIMENT CONTROL QUANTITIES**

| | | |
|---|---|---|
| ROCK CONSTRUCTION ENTRANCE | EA | 1 |
| SILT FENCE - PRE CONSTRUCTION | LF | 800 |
| SILT FENCE - POST CONSTRUCTION | LF | 1,515 |
| SEED & MULCH - GENERAL - MNDOT MESIC INSLOPE (MI) | AC | 15.0 |
| SEED & MULCH - STORMWATER - MNDOT WET DITCH (WD) | AC | 0.75 |
| SEED & MULCH - UPLAND - MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) | AC | 2.0 |
| SEED & MULCH - TEMPORARY CROP COVER - MNDOT OATS (O) OR MNDOT WINTER WHEAT (WW) | AC | 5.0 |
| TEMPORARY MULCH - MNDOT TYPE 1 | AC | 5.0 |
| TEMPORARY MULCH - MNDOT TYPE 3 | AC | 2.75 |
| EROSION CONTROL BLANKET - MNDOT CATEGORY 3 "WILDLIFE FRIENDLY" | SY | 18,200 |
| DITCH CHECK | EA | 20 |
| INLET PROTECTION - STREET CB | EA | 16 |
| INLET PROTECTION - REAR YARD CB | EA | 11 |
| FLOATING HEAD SKIMMER OUTLET - POST STORM SEWER CONSTRUCTION | EA | 1 |


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KURT D. QUAINTANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL EROSION & SEDIMENT CONTROL
DETAILS
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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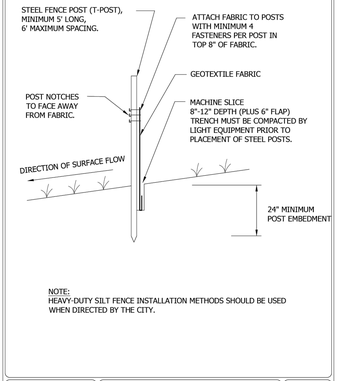
# NPDES REQUIREMENTS

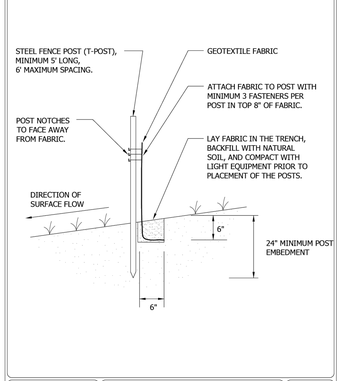
1.1 Permit Coverage. [Minn. R. 7090]
1.2 This permit is required for construction activity that results in land disturbance of equal to or greater than one (1) acre or if a project is part of a common plan of development or sale that ultimately will disturb greater than one (1) acre, and authorizes, subject to the terms and conditions of this permit, the discharge of stormwater associated with construction activity. [Minn. R. 7090]
1.3 Construction activity covered by this permit cannot commence until coverage under this permit is effective as described in item 3.3 through 3.4 or, if applicable, until the Minnesota Pollution Control Agency (MPCA) has issued an individual National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) construction stormwater permit for the project. [Minn. R. 7090]
1.4 This permit covers all areas of the State of Minnesota except land wholly within the boundaries of a federally recognized Indian Reservation owned by a tribe or a tribal member or land held in trust by the federal government for a tribe or tribal member. [Minn. R. 7090]
1.5 Coverage under this permit is not required when all stormwater from construction activity is routed directly to and treated by a "treatment works," as defined in Minn. Stat. Section 115.01, subd. 21, operated under an individual NPDES/SDS permit with a Total Suspended Solids (TSS) effluent limit. [Minn. R. 7090]
1.6 This permit covers ongoing projects covered under any previous construction stormwater permit that are not complete on the issuance date of this permit. Permittees must either remain in compliance with the previous permit and terminate coverage within 18 months of the issuance date of this permit or comply with this permit, including updating the Stormwater Pollution Prevention Plan (SWPPP), within the 18-month period. Permittees of previously permitted projects are not required to incorporate any additional requirements regarding the permanent stormwater treatment system included in this reissued permit. [Minn. R. 7090]
1.7 Coverage for projects that extend beyond the expiration date of this permit remains effective for a grace period of 18 months. If Permittees cannot complete projects during the grace period, the MPCA will extend coverage under the next permit and permittees must comply with the requirements of the new permit including updating the SWPPP. Permittees are not required to follow changes to the permanent stormwater treatment section of the next permit. [Minn. R. 7090]
2.1 Prohibitions and Limitations of Coverage. [Minn. R. 7090]
2.2 The owner must develop a complete and accurate SWPPP that complies with item 5.2 prior to submitting the application for coverage and starting construction activity. Failure to prepare a SWPPP prior to submitting the application may result in permit revocation. [Minn. R. 7090]
2.3 This permit prohibits discharges of any material other than stormwater treated in compliance with this permit and discharges from dewatering or basin draining activities in accordance with Section 10. Prohibited discharges include, but are not limited to, wastewater from washout of concrete, stucco, paint, form release oils, curing compounds and other construction materials; fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; soaps or solvents used in vehicle and equipment washing and maintenance, and other hazardous substances or wastes. [Minn. R. 7090]
2.4 This permit does not authorize stormwater discharges related to the placement of fill into waters of the state requiring local, state or federal authorizations (such as U.S. Army Corps of Engineers Section 404 permits, Minnesota Department of Natural Resources (DNR) Public Waters Work permits or local governmental unit (LGU) Wetland Conservation Act replacement plans or determinations). [Minn. R. 7090]
2.5 This permit does not authorize stormwater discharges associated with industrial activity except for construction activity. Permittees must obtain coverage for discharges associated with industrial activity under a separate NPDES/SDS permit once day-to-day operational activities, following construction, are in place. [Minn. R. 7090]
2.6 This permit does not authorize discharges from non-point source agricultural and silvicultural activities excluded from NPDES permit requirements under 40 CFR pt. 122.3(e). [Minn. R. 7090]
2.7 This permit does not authorize stormwater discharges to Prohibited, Restricted, Special or Impaired waters unless permittees follow the additional stormwater requirements in section 23. [Minn. R. 7090]
2.8 This permit does not replace or satisfy any environmental review requirements including those under the Minnesota Environmental Policy Act or the National Environmental Policy Act. The owner must verify completion of any environmental review requirements, including any required Environmental Assessment Work Sheets or Environmental Impact Statements, Federal environmental review, or other required review prior to applying for coverage under this permit. If any part of your common plan of development or sale requires environmental review, coverage under this permit cannot be obtained until such environmental review is complete. [Minn. R. 7090]
2.9 This permit does not replace or satisfy any review requirements for discharges adversely impacting State or Federally designated endangered or threatened species or a designated critical habitat. The owner must comply with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant archeprological sites and any burial sites, with the Minnesota Historic Preservation Officer. [Minn. R. 7090]
2.10 This permit does not authorize discharges to wetlands unless the permittee complies with the requirements in Section 22. Coverage under this permit cannot be issued until the requirements for wetland permits, decisions, other determinations, or the mitigative sequence required in section 22 have been finalized and documented. [Minn. R. 7050.0186]
3.1 Application and Coverage Effective Date. [Minn. R. 7090]
3.2 The owner and operator must submit a complete and accurate on-line application with the appropriate fee to the MPCA for each project that disturbs one (1) or more acres of land or for a common plan of development or sale that will ultimately disturb one (1) or more acres. [Minn. R. 7090]
3.3 For projects or common plans of development or sale that disturb less than 50 acres or do not discharge stormwater within 1 mile (aerial radius measurement) of a special or impaired water, permittees do not need to submit the SWPPP with the application. Permit coverage for these projects is effective upon application and completing the payment process. [Minn. R. 7090]
3.4 For certain projects or common plans of development or sale disturbing 50 acres or more, the complete SWPPP must be included with the application and submitted at least 30 days before the start of construction activity. This applies if there is discharge to special or impaired waters within one mile (aerial radius measurement) of, and flows to, a special water listed in item 23.3 through 23.6 or an impaired water as described in item 23.7. Permit coverage for these projects is effective upon submitting the application and complete SWPPP, completing the payment process and receiving a determination from the MPCA that the review of the SWPPP is complete. The determination may take longer than 30 days if the SWPPP is incomplete. If the MPCA fails to contact the permittees within 30 days of application receipt, coverage is effective 30 days after completing the payment process. [Minn. R. 7090]
3.5 The application requires listing all persons meeting the definition of owner and operator as permittees. The owner is responsible for compliance with all terms and conditions of this permit. The operator is responsible for compliance with Sections 3, 4, 6-22, 24 and applicable requirements for construction activity in Section 23. [Minn. R. 7090]
3.6 Permittees will receive coverage notification in a manner determined by the MPCA. [Minn. R. 7090]
3.7 For construction projects where the owner or operator changes (e.g., an original developer sells portions of the property to various homebuilders or sells the entire site to a new owner), the current owner and the new owner or operator must submit a complete permit application form provided by the MPCA. The current owner and the new owner or operator must submit the form prior to the new owner or operator commencing construction activity or no later than 30 days after taking ownership of the property. [Minn. R. 7090]
3.8 For construction projects where the owner or operator changes, the current owner must provide a SWPPP to the new owner and agree that jointly addressing or assigning responsibilities for the remaining construction activity. The new owner or operator can implement the original SWPPP, modify the SWPPP, or develop a new SWPPP. Permittees must ensure their activities do not render another party's erosion prevention and sediment control BMPs ineffective. [Minn. R. 7090]
4.1 Termination of Coverage. [Minn. R. 7090]
4.2 Permittees must submit a NOT within 30 days after all termination conditions listed in Section 13 are complete.[Minn. R. 7090]
4.3 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.[Minn. R. 7090]
4.4 Permittees may terminate permit coverage prior to completion of all construction activity if they meet all of the following conditions:
a. construction activity has ceased for at least 90 days; and
b. at least 90 percent (by area) of all originally proposed construction activity has been completed and permanent cover has been established on those areas; and
c. on areas where construction activity is not complete, permanent cover has been established; and
d. the site complies with item 13.3 through 13.7.
After permit coverage is terminated under this item, any subsequent development on the remaining portions of the site will require permit coverage if the subsequent development itself or as part of the remaining common plan of development or sale will result in land disturbing activities of one (1) or more acres in size. [Minn. R. 7090]
4.5 Permittees may terminate coverage upon MPCA approval after submitting information documenting the owner cancelled the project. [Minn. R. 7090]
5.1 Stormwater Pollution Prevention Plan (SWPPP) Content. [Minn. R. 7090]
5.2 The owner must develop and implement a SWPPP. The SWPPP must include items 5.3 through 5.26. [Minn. R. 7090]
5.3 The SWPPP must incorporate specific Best Management Practices (BMP) used to comply with the requirements of this permit. [Minn. R. 7090]
5.4 The SWPPP must include a narrative describing the timing for installation of all erosion prevention and sediment control BMPs and a description of the permanent stormwater treatment systems. [Minn. R. 7090]
5.5 The SWPPP must include the location and type of all temporary and permanent erosion prevention and sediment control BMPs along with procedures used to establish additional temporary BMPs as necessary for the site conditions during construction. Standard details and/or specifications for BMPs must be included in the final plans and specifications for the project. [Minn. R. 7090]
5.6 The SWPPP must include the calculations and other information used for the design of temporary sediment basins and any of the permanent stormwater treatment systems required in Section 15. [Minn. R. 7090]
5.7 The SWPPP must include estimated quantities anticipated at the start of the project for the life of the project for all erosion prevention and sediment control BMPs (e.g., linear feet of silt fence or square feet of erosion control blanket). [Minn. R. 7090]
5.8 The SWPPP must include the number of acres of impervious surface for both pre- and post-construction. [Minn. R. 7090]
5.9 The SWPPP must include a site map with existing and final grades, including drainage area boundaries, directions of flow and all discharge points where stormwater is leaving the site or entering a surface water. The site map must indicate the areas of steep slopes. The site map must also include impervious surfaces, soil types and locations of potential pollutant-generating activities as identified in Section 12. [Minn. R. 7090]
5.10 The SWPPP must include a map of all surface waters, existing wetlands, and stormwater ponds or basins that can be identified on maps such as United States Geological Survey 7.5-minute quadrangle maps, the National Wetland Inventory map or equivalent maps and are within one mile (aerial radius measurement) from the project boundaries that will receive stormwater from the construction site, during or after construction. The SWPPP must identify if the surface waters are special or impaired waters. [Minn. R. 7090]
5.11 The SWPPP must include a site map showing construction activity areas that are adjacent to and drain to Public Waters for which the DNR has promulgated "work in water restrictions" during specified fish spawning time frames. [Minn. R. 7090]
5.12 Permittees must identify locations of 50' buffer zones as required in item 9.17 and 100' permanent buffer zones as required in item 23.11, on plan sheets in the SWPPP. [Minn. R. 7090]
5.13 If permittees determine compliance with the following requirements is infeasible, they must document the determination in the SWPPP:
a. temporary sediment basins as described in Section 14; and
b. for linear projects, if the permanent stormwater treatment system cannot be constructed within the right-of-way, a reasonable attempt must be completed to obtain additional right-of-way (item 15.9); and
c. buffer zones as described in item 9.17 and item 23.11. [Minn. R. 7090]
5.14 If permittees determine that a temporary sediment basin is infeasible as described in item 14.10, the SWPPP must describe the alternative BMPs used. [Minn. R. 7090]
5.15 The SWPPP must include any stormwater mitigation measures proposed to be part of the final project in any environmental review document, endangered species review, archeological or other required local, state or federal review conducted for the project. For purposes of this permit, mitigation measures mean actions necessary to avoid, minimize, or mitigate for impacts related to erosion prevention, sediment control, the permanent stormwater treatment system, pollution prevention management measures and discharges associated with the project's construction activity. [Minn. R. 7090]
5.17 The SWPPP must describe the methods used for permanent cover of all exposed soil areas. [Minn. R. 7090]
5.18 Permittees must identify the locations of areas where construction will be phased to minimize the duration of exposed soil areas in the SWPPP. [Minn. R. 7090]
5.19 For projects with a discharge point on the project within one (1) mile (aerial radius measurement) of and which flows to an impaired water, permittees must identify the impaired water(s), and any United States Environmental Protection Agency (USEPA)-approved Total Maximum Daily Load (TMDL) for the pollutant(s) or stressor(s) described in item 23.7. Permittees' identification must include those TMDLs approved at any time prior to permit application submittal and are still in effect. [Minn. R. 7090]
5.20 Permittees must document in the SWPPP, all trained individuals identified in item 21.2. Documentation must include:
a. names of personnel required to be trained; and
b. dates of training and name of instructor(s) and entity providing training; and
c. content of training course.
If permittees do not know the names of the individuals at the time of application, the permittees must ensure they document training before construction activity commences. [Minn. R. 7090]
5.21 The SWPPP must identify a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who will coordinate with all contractors, subcontractors, and operators on-site to oversee the implementation of the SWPPP. [Minn. R. 7090]
5.22 The SWPPP must describe any specific chemicals and chemical treatment systems used for enhancing the sedimentation process and how it achieves compliance with item 9.19. [Minn. R. 7090]
5.23 The SWPPP must identify the person(s), organizations, or entities responsible for long-term operation and maintenance of permanent stormwater treatment systems. [Minn. R. 7090]
5.24 The SWPPP must describe methods to minimize soil compaction and preserve topsoil. Minimizing soil compaction is not required where the function of a specific area dictates compaction. [Minn. R. 7090]
5.25 The SWPPP must include any site assessments for groundwater or soil contamination required in item 16.15.[Minn. R. 7090]
5.26 The SWPPP must account for the following factors in designing temporary erosion prevention and sediment control BMPs:
a. the expected amount, frequency, intensity, and duration of precipitation; and
b. the nature of stormwater runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features; and
c. the stormwater volume, velocity, and peak flowrates to minimize discharge of pollutants in stormwater and to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points; and
d. the range of soil particle sizes expected to be present. [Minn. R. 7090]
6.1 SWPPP Amendments. [Minn. R. 7090]
6.2 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. [Minn. R. 7090]
6.3 Permittees must amend the SWPPP within 7 days to include additional or modified BMPs whenever there is a change in design, construction, operation, maintenance, weather or seasonal conditions having a significant effect on the discharge of pollutants to surface waters or groundwater. [Minn. R. 7090]
6.4 Permittees must amend the SWPPP within 7 days to include additional or modified BMPs whenever inspections or investigations by the site owner or operator, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the discharge of pollutants to surface waters or groundwater or the discharges are causing water quality standard exceedances (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. [Minn. R. 7050.0210]
7.1 BMP Selection and Stormwater Management. [Minn. R. 7090]
7.2 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 to minimize the discharge of pollutants in stormwater from construction activities. Examples of stormwater management practices for this section include but are not limited to wet sedimentation basins, temporary depressions to hold stormwater, stormwater routing, dikes, berms, pumping, and stormwater treatment BMPs. Permittees must phase and incorporate stormwater management principles as the construction progresses. Unless infeasible, temporary or permanent wet sedimentation basins (when required, see section 14 and 15) should be constructed as a first step in the process and stormwater routed to these. [Minn. R. 7090]
7.3 Permittees must not disturb more land (i.e., phasing) than can be effectively inspected and maintained in accordance with Section 11. [Minn. R. 7090]
7.4 If permittees will be using some type of erosion control netting on the site as part of the soil stabilization techniques, permittees are encouraged to use products that have been shown to minimize impacts on wildlife. The U.S. Fish & Wildlife Service recommends using types of netting practices that are considered "wildlife friendly," including those that use natural fiber or 100 percent biodegradable materials to secure the erosion control blankets, and avoiding the use of plastic netting. Products that are not wildlife friendly include square plastic netting that are degradable (e.g., photodegradable, UV-degradable, oxo-degradable), netting made from polypropylene, nylon, polyethylene, or polyester. Other recommendations include removing the netting product when it is no longer needed. More information may be found at: https://www.fws.gov/northeast/pollinators/pdf/Wildlife-Friendly-Erosion-Control-Products.pdf. There also may be State, Tribal, or local requirements about using wildlife friendly erosion control products. See Minnesota Department of Transportation requirements at: https://www.mndot.gov/environment/erosion/fderosion-prevention-products.html. [Minn. R. 7050]
8.1 Erosion Prevention Practices. [Minn. R. 7090]
8.2 Before work begins, permittees must delineate the location of areas not to be disturbed. [Minn. R. 7090]
8.3 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). [Minn. R. 7090]
8.4 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 (7 days for sites discharging to special or impaired waters, see section 24). 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. [Minn. R. 7090]
8.5 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. [Minn. R. 7090]
8.6 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 (7 days for sites discharging to special or impaired waters, see section 24) after connecting to a surface water or property edge and construction in that portion of the ditch temporarily or permanently ceases. [Minn. R. 7090]
8.7 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. [Minn. R. 7090]
8.8 Permittees must not use mulch, hydromulch, tackifier, polyacrylamide or similar erosion prevention practices within any portion of the normal wetted perimeter and perimeter of a temporary or permanent drainage ditch or stormwater conveyance channel that drains water to any stormwater inlet, sediment control practice or surface water, during construction activity, except as specified in item 8.9. [Minn. R. 7090]
8.9 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. [Minn. R. 7090]
9.1 Sediment Control Practices. [Minn. R. 7090]
9.2 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. [Minn. R. 7090]
9.3 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. [Minn. R. 7090]
9.4 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. [Minn. R. 7090]
9.5 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 construction activity in the area (i.e., in the water or on the shoreline) in that area is complete, permittees must install an upland perimeter control practice if exposed soils still drain to a surface water. [Minn. R. 7090]
9.6 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. [Minn. R. 7090]
9.7 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. [Minn. R. 7090]
9.8 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). Permittees must document the need for removal in the SWPPP. [Minn. R. 7090]
9.9 Permittees must provide silt fence or other effective sediment controls at the base of stockpiles on the downgradient perimeter prior to the initiation of stockpiling. Sediment controls must be managed in accordance with section 9.6. [Minn. R. 7090]
9.10 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. [Minn. R. 7090]
9.11 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. [Minn. R. 7090]
9.12 Permittees must use street sweeping in addition to vehicle tracking BMPs if vehicle tracking BMPs alone are not adequate to prevent sediment tracking onto the street. [Minn. R. 7090]
9.13 Permittees must install temporary sediment basins as required in Section 14. [Minn. R. 7090]
9.14 In any areas of the site where final vegetative stabilization will occur, permittees must restrict vehicle and equipment use to minimize soil compaction. [Minn. R. 7090]
9.15 Permittees must preserve topsoil on the site, unless infeasible. [Minn. R. 7090]
9.16 Permittees must direct discharges from BMPs to vegetated areas unless infeasible. [Minn. R. 7090]
9.17 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 and other impermeable barriers installed in a manner that retains all stormwater are considered redundant perimeter control. [Minn. R. 7090]
9.18 Any sediment control made of soil must be temporarily or permanently stabilized within 24 hours. [Minn. R. 7090]
9.19 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. [Minn. R. 7090]
10.1 Dewatering and Basin Draining. [Minn. R. 7090]
10.2 Permittees must not cause nuisance conditions (see Minn. R. 7050.0210, subp. 2) in surface waters from dewatering and basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) discharges. Permittees must discharge turbid or sediment-laden waters related to dewatering or basin draining to a sediment control (e.g. sediment trap or basin, filter bag) designed to prevent discharges with visual turbidity. To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge. Permittees are prohibited from using receiving waters as part of the treatment area. Permittees must visually check and photograph the discharge at the beginning and at least once every 24 hours of operation to ensure adequate treatment has been obtained and nuisance conditions will not result from the discharge. [Minn. R. 7050.0210]
10.3 If nuisance conditions result from the discharge, Permittees must cease dewatering immediately and corrective actions must occur before dewatering is resumed. Nuisance conditions includes, but is not limited to, a sediment plume in the discharge or the discharge appears cloudy, or opaque, or has a visible contrast, or has a visible oil film, or has aquatic habitat degradation that can be identified by an observer. [Minn. R. 7050.0210]
10.4 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. [Minn. R. 7090]
10.5 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. [Minn. R. 7090]
10.6 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. [Minn. R. 7090]
11.1 Inspections and Maintenance. [Minn. R. 7090]
11.2 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. [Minn. R. 7090]
11.3 Permittees must inspect and maintain all permanent stormwater treatment BMPs. [Minn. R. 7090]
11.4 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. [Minn. R. 7090]
11.5 During each inspection, permittees must inspect areas adjacent to the project, 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 areas adjacent to the project, 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. [Minn. R. 7090]
11.6 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. [Minn. R. 7090]
11.7 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. [Minn. R. 7090]
11.8 Permittees must inspect temporary and permanent sediment basins and remove the sediment when the depth of sediment collected in the basin reaches 1/2 the storage volume within 72 hours of discovery. [Minn. R. 7090]
11.9 Permittee's must inspect and photograph dewatering discharges at the beginning and at least once every 24 hours during operation. Dewatering discharges that only last for minutes, as opposed to hours, and do not reach a surface water, do not require photographs or documentation. [Minn. R. 7090]
11.10 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. [Minn. R. 7090]
11.11 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.
d. for projects where a pollinator habitat or native prairie type vegetated cover is being established, inspections may be reduced to once per month if the site has temporary vegetation with a density of 70% temporary uniform cover. If after 24 months no significant erosion problems are observed, inspections may be suspended completely until the termination requirements in section 13 have been met. [Minn. R. 7090]
11.12 Permittees must document 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. actual findings or observations, 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 on-site, a weather station that is within one (1) mile of your location, or a weather station 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; and
h. all photographs of dewatering activities and documentation of nuisance conditions resulting from dewatering activities as described in section 10. [Minn. R. 7090]
12.1 Pollution Prevention Management Measures. [Minn. R. 7090]
12.2 Permittees must place construction materials and landscape materials under cover (e.g., plastic sheeting or temporary days) 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. [Minn. R. 7090]
12.3 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. [Minn. R. 7090]
12.4 Permittees must store hazardous materials and toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wastes containers, and soil contaminated with petroleum products) 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. [Minn. R. 7090]
12.5 Permittees must properly store, collect and dispose solid waste in compliance with Minn. R. ch. 7035. [Minn. R. 7035]
12.6 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. [Minn. R. 7041]
12.7 Permittees must take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or 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. [Minn. Stat. 115.061]
12.8 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 discharge waste from the washing activity properly. Permittees must properly use and store soaps, detergents, or solvents. [Minn. R. 7090]
12.9 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. [Minn. R. 7090]
13.1 Permit Termination Conditions. [Minn. R. 7090]
13.2 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. [Minn. R. 7090]
13.3 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 and is operating as designed. [Minn. R. 7090]
13.4 Permittees must remove all sediment from conveyance systems prior to submitting the NOT. [Minn. R. 7090]
13.5 Permittees must remove all temporary synthetic erosion prevention and sediment control BMPs prior to submitting the NOT. Permittees may leave BMPs designed to decompose on-site in place. [Minn. R. 7090]
13.6 For residential construction only, permit coverage terminates on individual lots if the lot is sold to the homeowner, structures are finished, and permanent cover has been established. For lots that are sold to the homeowner where permanent cover has not been established, coverage terminates if temporary erosion prevention and downgradient perimeter control is properly installed and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner. [Minn. R. 7090]
13.7 For construction projects on agricultural land (e.g., pipelines across cropland), permittees must return the disturbed land to its preconstruction agricultural use prior to submitting the NOT. [Minn. R. 7090]
13.8 When submitting the NOT, Permittees must include either ground or aerial photographs showing the requirements of 13.2 have been met. Permittees are not required to take photographs of every distinct area of the site, however the conditions portrayed must be substantially similar to those areas that are not photographed. Photographs must be clear and in focus and must include the date the photo was taken. [Minn. R. 7090]
14.1 Temporary Sediment Basins. [Minn. R. 7090]
14.2 When ten (10) or more acres of disturbed soil (5 acres for sites discharging to special or impaired waters, see section 24) drain to a common location, permittees must provide a temporary sediment basin to provide treatment of the runoff before it leaves the construction site or enters surface waters. Permittees may convert a temporary sediment basin to a permanent basin after construction is complete. The temporary basin is no longer required when permanent cover has reduced the acreage of disturbed soil to less than ten (10) acres draining to a common location. [Minn. R. 7090]
14.3 The temporary basin must provide live storage for a calculated volume of runoff from a two (2)-year, 24-hour storm from each acre drained to the basin or 1,800 cubic feet of live storage per acre drained, whichever is greater. [Minn. R. 7090]
14.4 Where permittees have not calculated the two (2)-year, 24-hour storm runoff amount, the temporary basin must provide 3,600 cubic feet of live storage per acre of the basins' drainage area. [Minn. R. 7090]
14.5 Permittees must design basin outlets to prevent short-circuiting and the discharge of floating debris. [Minn. R. 7090]
14.6 Permittees must design the outlet structure to withdraw water from the surface to minimize the discharge of pollutants. Permittees may temporarily suspend the use of a surface withdrawal mechanism during frozen conditions. The basin must include a stabilized emergency overflow to prevent failure of pond integrity. [Minn. R. 7090]
14.7 Permittees must provide energy dissipation for the basin outlet within 24 hours after connection to a surface water. [Minn. R. 7090]
14.8 Permittees must locate temporary basins outside of surface waters and any buffer zone required in item 23.11.[Minn. R. 7090]
14.9 Permittees must construct the temporary basins prior to disturbing 10 or more acres of soil draining to a common location. [Minn. R. 7090]
14.10 Where a temporary sediment basin meeting the requirements of item 14.3 through 14.9 is infeasible, permittees must install effective sediment controls such as smaller sediment basins and/or sediment traps, silt fences, vegetative buffer strips or any appropriate combination of measures as dictated by individual site conditions. In determining whether installing a sediment basin is infeasible, permittees must consider public safety and may consider factors such as site soils, slope, and available area on-site. Permittees must document this determination of infeasibility in the SWPPP.[Minn. R. 7090]
15.1 Permanent Stormwater Treatment System. [Minn. R. 7090]
15.2 Permittees must design and implement the project so all stormwater discharged from the project during and after construction activities does not cause a violation of state water quality standards, including nuisance conditions, erosion in receiving channels or on downslope properties, or a significant adverse impact to wetlands caused by inundation or decrease of flow. [Minn. R. 7090]
15.3 Permittees must design and construct a permanent stormwater treatment system to treat the water quality volume if the project's ultimate development replaces vegetation and/or other pervious surfaces creating a net increase of one (1) or more acres of cumulative impervious surface. [Minn. R. 7090]
15.4 Permittees must calculate the water quality volume as one (1) inch times the net increase of impervious surfaces created by the project. [Minn. R. 7090]
15.5 Permittees must first consider volume reduction practices on-site (e.g., infiltration or other) when designing the permanent stormwater treatment system. If this permit prohibits infiltration as described in item 16.14 through item 16.21, permittees may consider a wet sedimentation basin, filtration basin or regional pond. This permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. [Minn. R. 7090]
15.6 For projects where the full volume reduction requirement cannot be met on-site, (e.g., the site has infiltration prohibitions), permittees must document the reasons in the SWPPP. [Minn. R. 7090]
15.7 Permittees must discharge the water quality volume to a permanent stormwater treatment system prior to discharge to a surface water. For purposes of this item, surface waters do not include man-made drainage systems that convey stormwater to a permanent stormwater treatment system. [Minn. R. 7090]
15.8 Where the proximity to bedrock precludes the installation of any of the permanent stormwater treatment practices required by Sections 15 through 19, permittees must install other treatment such as grassed swales, smaller ponds, or grit chambers, prior to the discharge of stormwater to surface waters. [Minn. R. 7090]
15.9 For linear projects where permittees cannot treat the entire water quality volume within the existing right-of-way, permittees must make a reasonable attempt to obtain additional right-of-way, easement or other




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| MACHINE SLICED SILT FENCE | PLATE NO. ERO-1 |
| COTTAGE GROVE, MINNESOTA | |

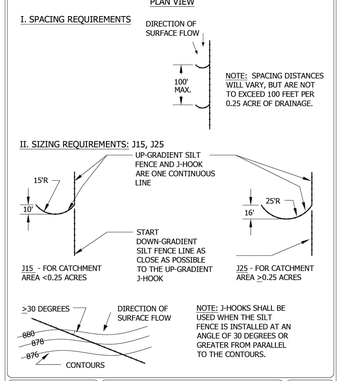
4B_ERO1.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| HAND INSTALLED SILT FENCE | PLATE NO. ERO-2 |
| COTTAGE GROVE, MINNESOTA | |

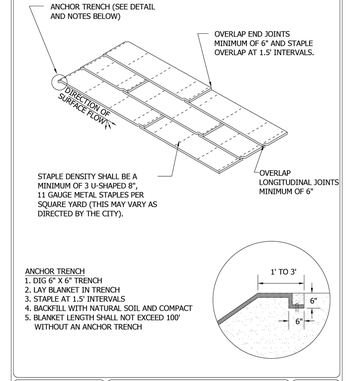
4B_ERO2.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| J-HOOK SILT FENCE | PLATE NO. ERO-4 |
| COTTAGE GROVE, MINNESOTA | |

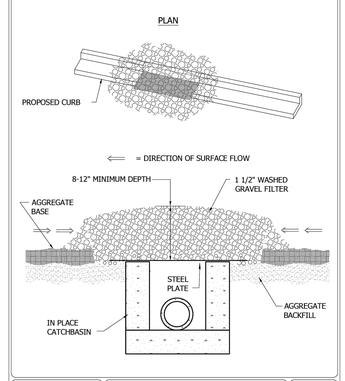
4B_ERO4.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| ROLLED EROSION PREVENTION PRODUCTS INSTALLATION | PLATE NO. ERO-5 |
| COTTAGE GROVE, MINNESOTA | |

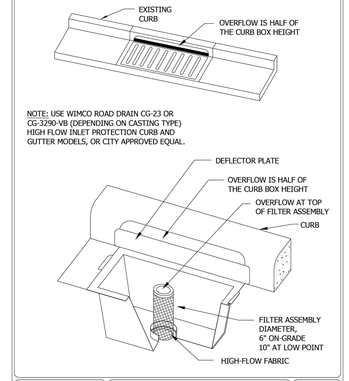
4B_ERO5.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| INLET PROTECTION ROCK FILTER FOR CATCH BASIN | PLATE NO. ERO-8 |
| COTTAGE GROVE, MINNESOTA | |

4B_ERO8.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| INLET PROTECTION CATCH BASIN INSERT | PLATE NO. ERO-9 |
| COTTAGE GROVE, MINNESOTA | |

4B_ERO9.DWG

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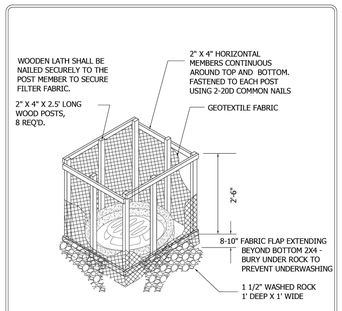
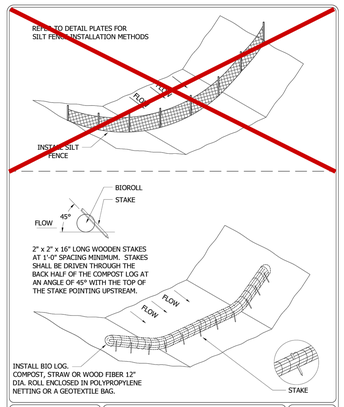



NOTES:
CONTRACTOR SHALL CONSTRUCT SILT BOX TO FIT AROUND THE INLET STRUCTURE WITH 6" MINIMUM CLEARANCE TO EDGES OF STRUCTURE. SILT BOX TO BE PLACED ON AN EVEN SURFACE 6" BELOW STRUCTURE OPENING. TOP OF SILT BOX TO EXTEND 18" MINIMUM ABOVE EXISTING GRADE.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| INLET PROTECTION SILT BOX FOR BEEHIVE CASTING | PLATE NO. ERO-10 |
| COTTAGE GROVE, MINNESOTA | |

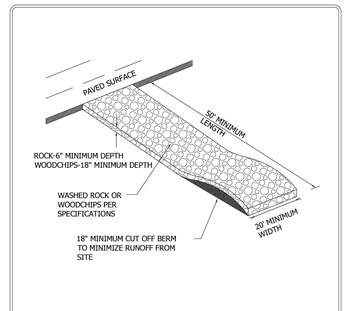
4B_ERO10.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| FILTER BERMS | PLATE NO. ERO-11 |
| COTTAGE GROVE, MINNESOTA | |

4B_ERO11.DWG

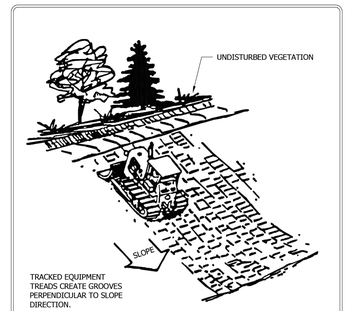



NOTES:
1. FILTER FABRIC SHALL BE PLACED UNDER ROCK OR WOODCHIPS TO STOP MUD MIGRATION THROUGH ROCK.
2. ENTRANCE MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION TRACKING.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| CONSTRUCTION ENTRANCE ROCK AND WOODCHIP | PLATE NO. ERO-12 |
| COTTAGE GROVE, MINNESOTA | |

4B_ERO12.DWG

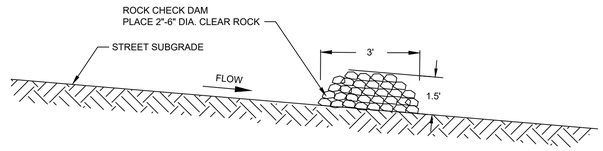


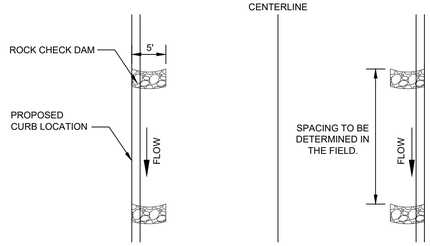

NOTE:
ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1 REQUIRE SLOPE TRACKING. SLOPES WITH A GRADE MORE GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE STABILIZATION METHOD IS EROSION CONTROL BLANKET OR HYDROMULCH.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS | JANUARY 2026 |
|---|---|
| SLOPE TRACKING | PLATE NO. ERO-13 |
| COTTAGE GROVE, MINNESOTA | |

4B_ERO13.DWG




## ROCK CHECK DAM

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KURT D. CHANCE, P.E.
Reg.No.: 24676
Date: 05/29/2026

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL EROSION & SEDIMENT CONTROL DETAILS
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

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24310-00

C2.7

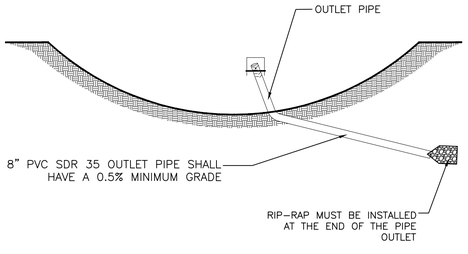
The basins must provide storage below the outlet pipe for a calculated volume of runoff from a 2 year, 24 hour storm from each acre drained to the basin, except that in no case shall the basin provide less than 1800 cubic feet of storage below the outlet pipe from each acre drained to the basin.

2. Where no such calculation has been performed, a temporary sediment basin providing 3,600 cubic feet of storage below the outlet pipe per acre drained tothe basin, shall be provided where attainable until final stabilization of the site.

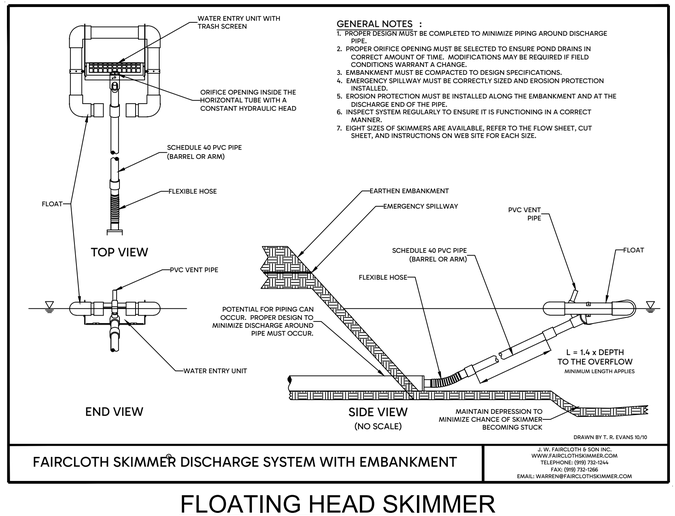
3. Temporary basin outlets must be designed to prevent short–circuiting and the discharge of floating debris. The basin must be designed with the ability to allow complete basin drawdown for maintenance activities, and provide a stabilized emergency overflow to prevent failure of pond integrity. Energy dissipation must be provided for the basin outlet.

4. The temporary basins must be constructed and made operational concurrent with the start of soil disturbance that is upgradient of the area and contributes runoff to the pond.

5. Outlet pipe must be installed with a floating head skimmer or equal – to allow complete basin drawdown and water withdraw from basin surface.




## TEMPORARY SEDIMENTATION BASIN WITH OUTLET PIPE




GENERAL NOTES :
1. PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
3. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
4. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
5. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
6. INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.

DRAWN BY T. R. EVANS 10/10

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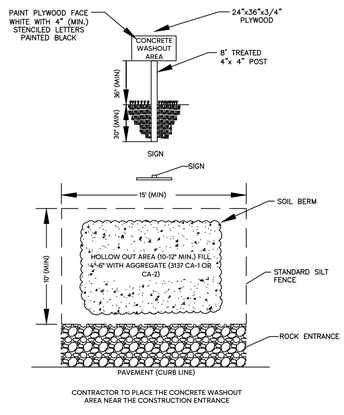
WWW.FAIRCLOTHSKIMMER.COM
TELEPHONE: (919) 732-0344
FAX: (919) 732-1096
EMAIL: WARREN@FAIRCLOTHSKIMMER.COM

FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH EMBANKMENT

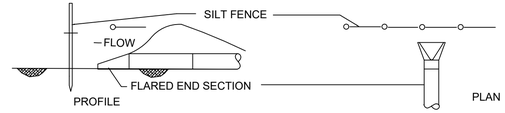
## FLOATING HEAD SKIMMER




CONTRACTOR TO PLACE THE CONCRETE WASHOUT AREA NEAR THE CONSTRUCTION ENTRANCE

## CONCRETE WASHOUT AREA

SILT FENCE AT FLARED END SECTION
TOP OF SILT FENCE TO BE LOWER THAN LOWEST ADJACENT OVERFLOW




## INLET PROTECTION - FLARED END SECTION

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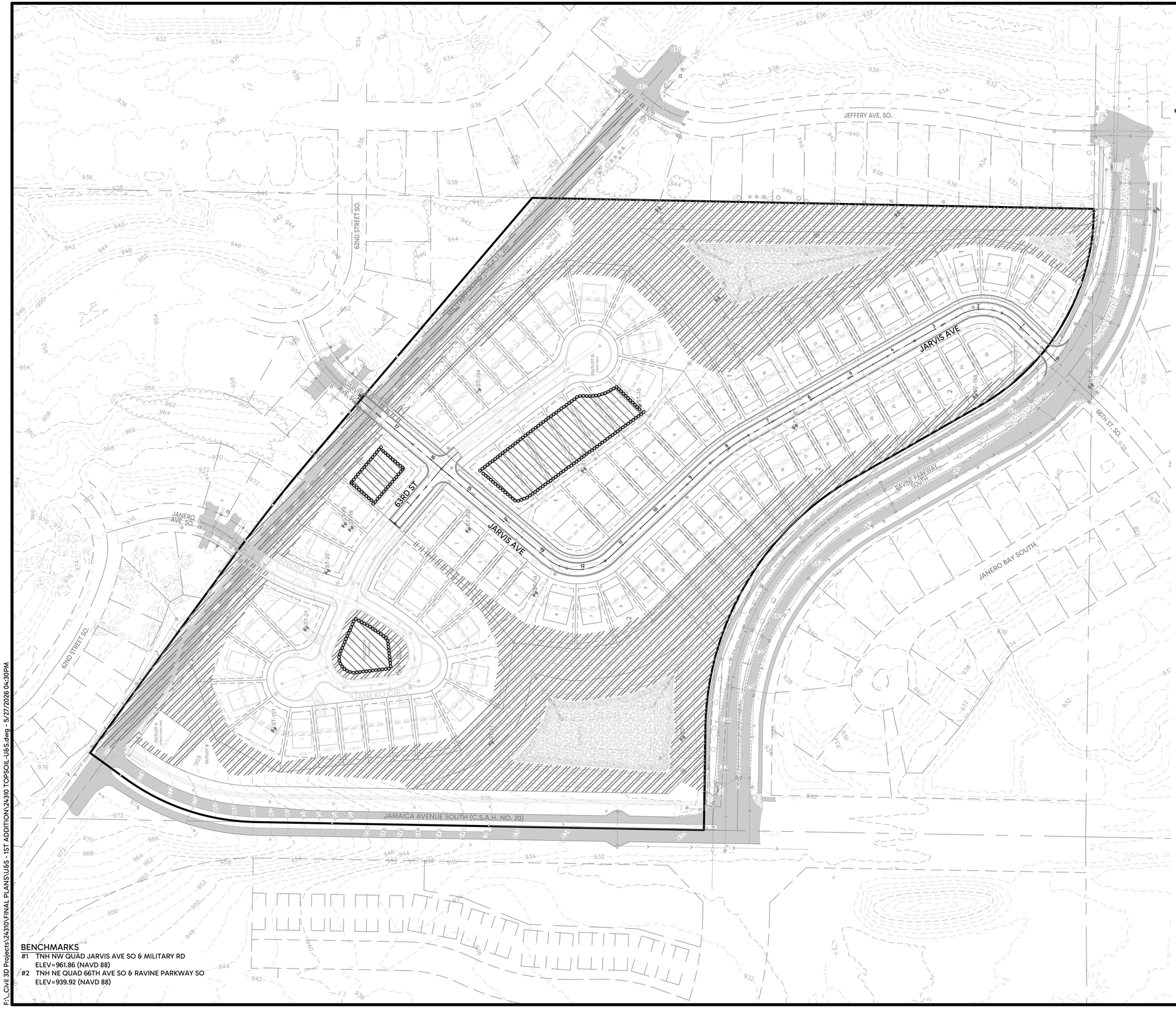


## LEGEND

- EXISTING 6" MIN. TOPSOIL RESPREAD AREA - MASS GRADING CONTRACTOR
- EXISTING 12" MIN.TOPSOIL + 12" CLAY LINER RESPREAD AREA (POND AREA) - MASS GRADING CONTRACTOR
- EXISTING TOPSOIL STOCKPILE - MASS GRADING CONTRACTOR (HOME CONSTRUCTION/BUILDER PILE)
- EXISTING STOCKPILE SILT FENCE PERIMETER CONTROL BMP

## NOTES

1. STOCKPILES ARE PROVIDED ON-SITE FOR NON-HATCHED AREAS. BUILDER TO USE STOCKPILED TOPSOIL FOR EACH LOT AND ADJACENT RIGHT OF WAY AT TIME OF FINISH GRADING FOR EACH HOUSE (6" MIN. THICKNESS).
2. BUILDER MUST PROTECT HATCHED TOPSOIL RESPREAD AREAS DURING HOUSE CONSTRUCTION.
3. CONTRACTOR TO STRIP AND RESPREAD EXISTING TOPSOIL AREAS (HATCHED AREA) LOCATED WITHIN UTILITY CONSTRUCTION LIMITS - INCIDENTAL.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)
#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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2999 WEST C.R. 42, SUITE 100
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PHONE: 952-890-6044
KurtQ@mnhill.com
www.mnhill.com

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KURT D. QUANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL TOPSOIL MANAGEMENT PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

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C3.0

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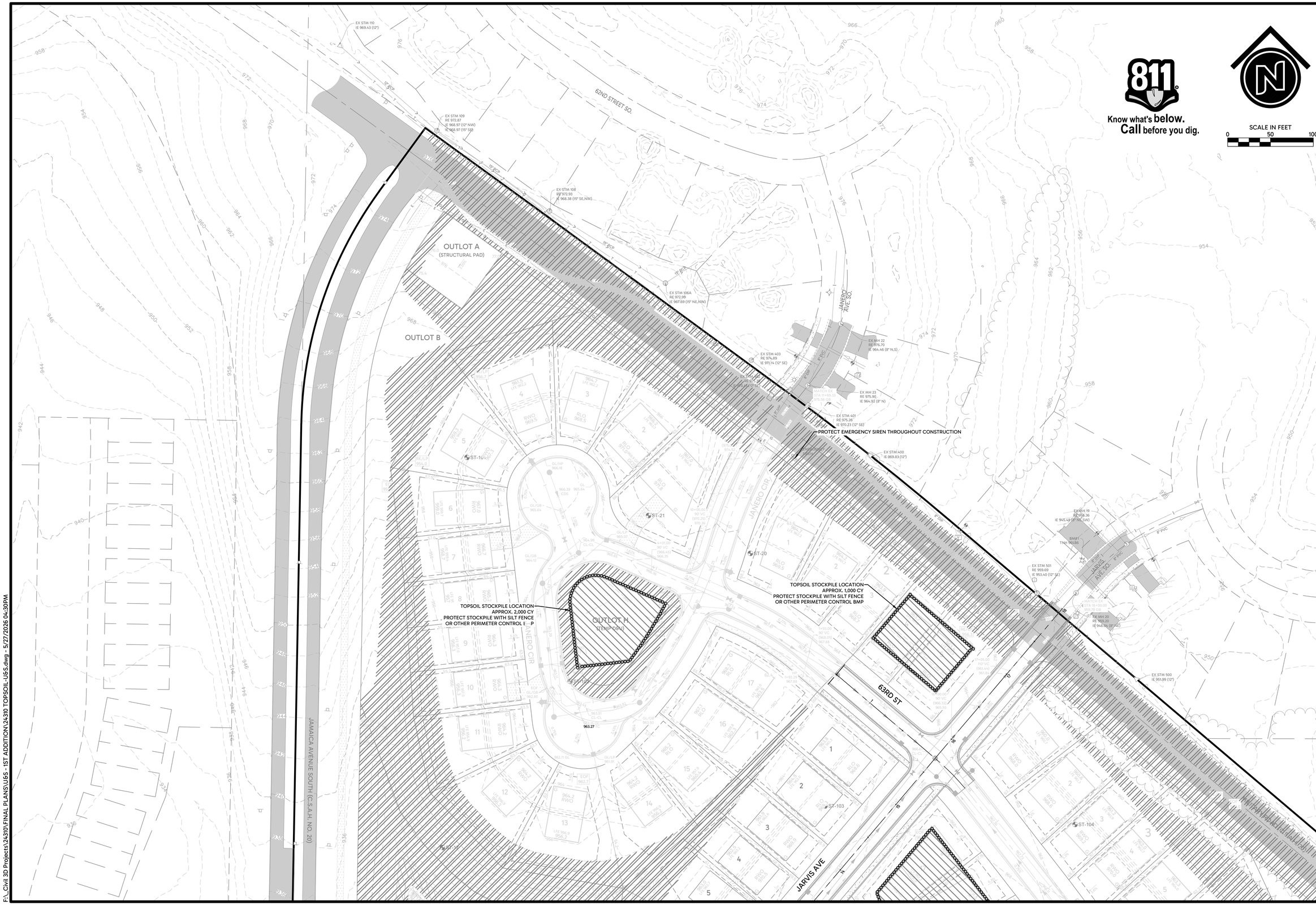


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# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

## FINAL TOPSOIL MANAGEMENT PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC.

5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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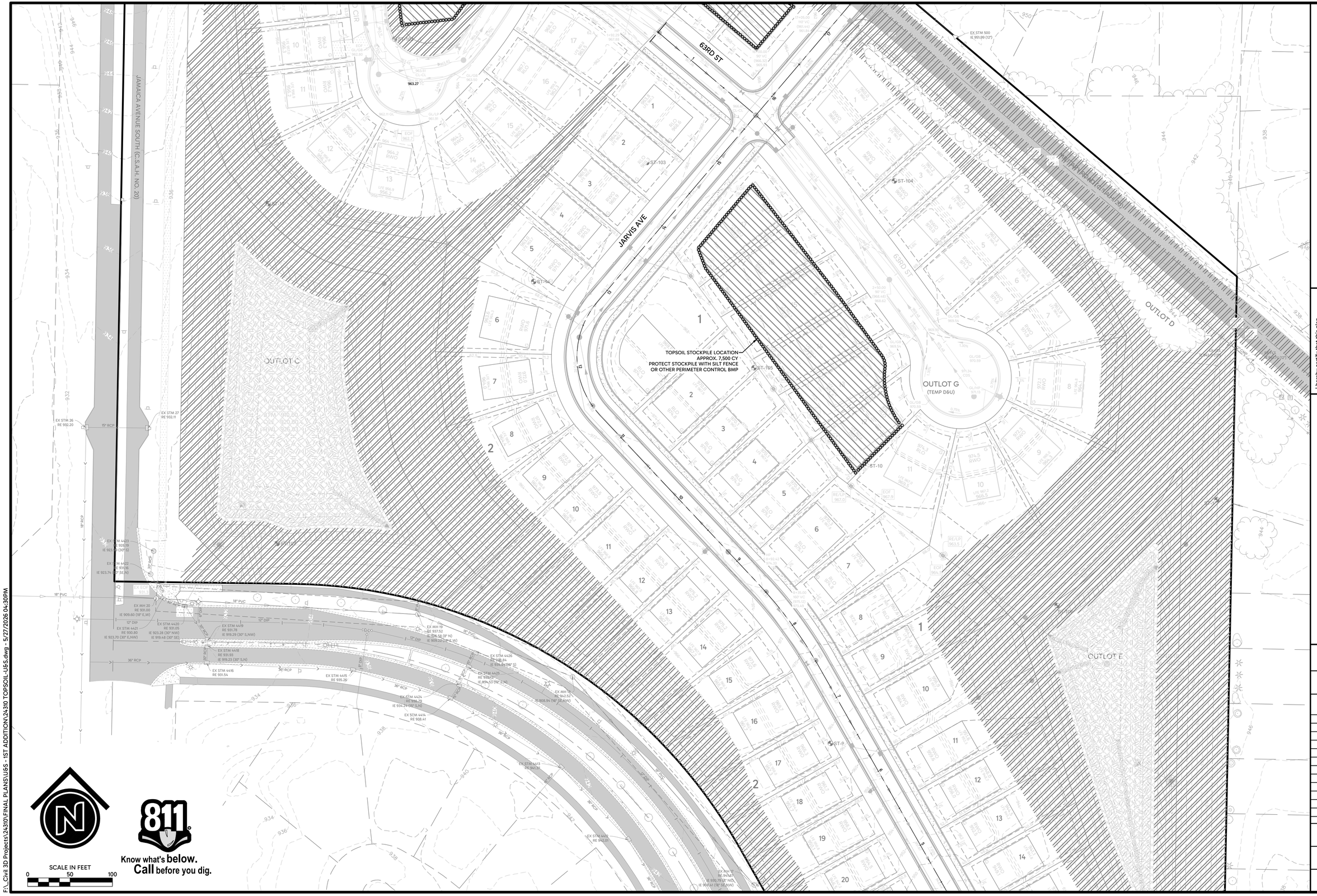


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# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL TOPSOIL MANAGEMENT PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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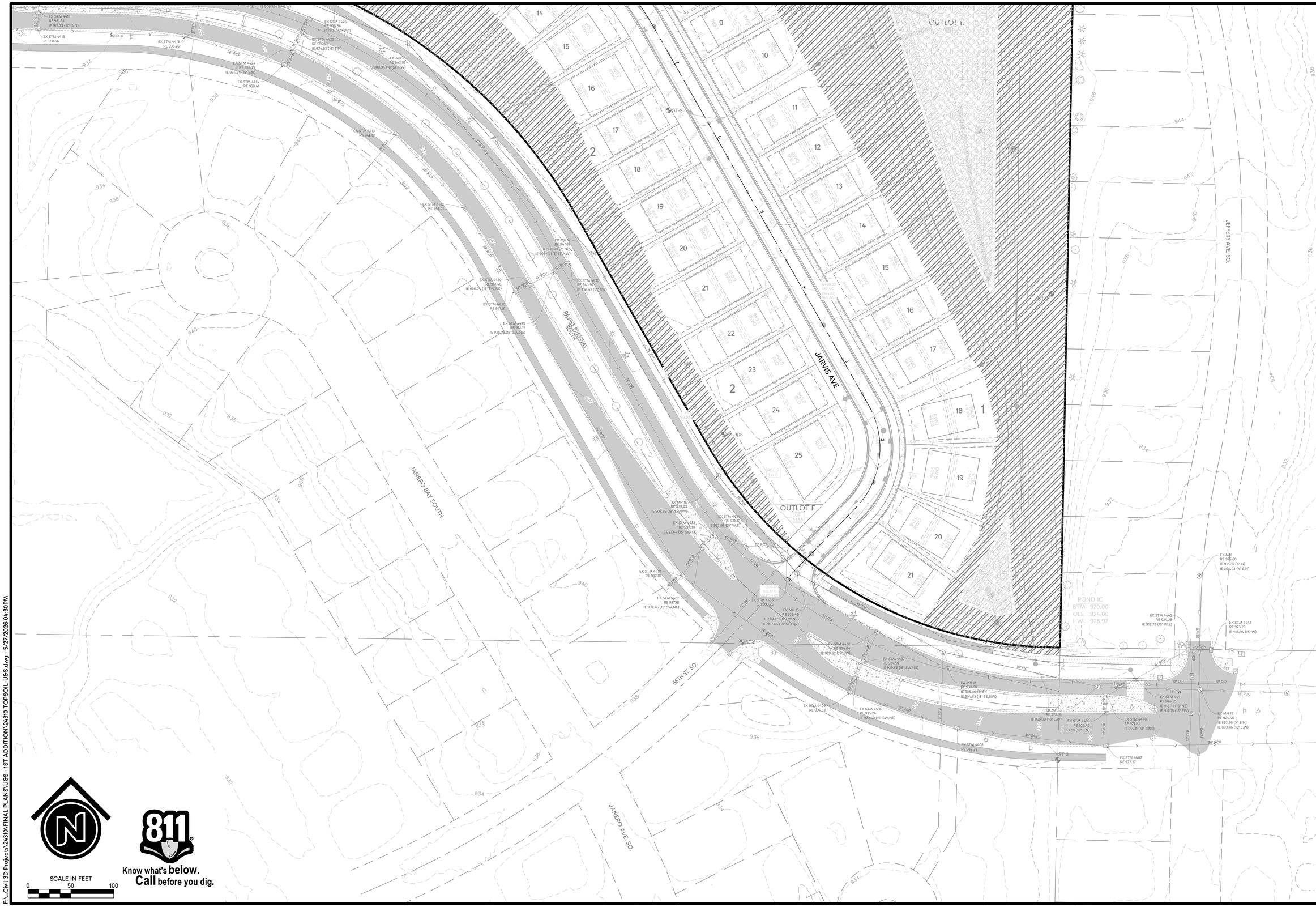
C3.2

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# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL TOPSOIL MANAGEMENT PLAN
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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TOPSOIL STOCKPILE LOCATION
APPROX. 7,500 CY
PROTECT STOCKPILE WITH SILT FENCE
OR OTHER PERIMETER CONTROL BMP

63RD ST

OUTLOT G
(TEMP D&U)

OUTLOT D

OUTLOT E

JEFFERY AVE SO

EX STM 500
IE 951.99 (12")

EX FES
IE 937.48 (21")

EX FES
IE 937.09 (12")

SCALE IN FEET
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RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL TOPSOIL MANAGEMENT PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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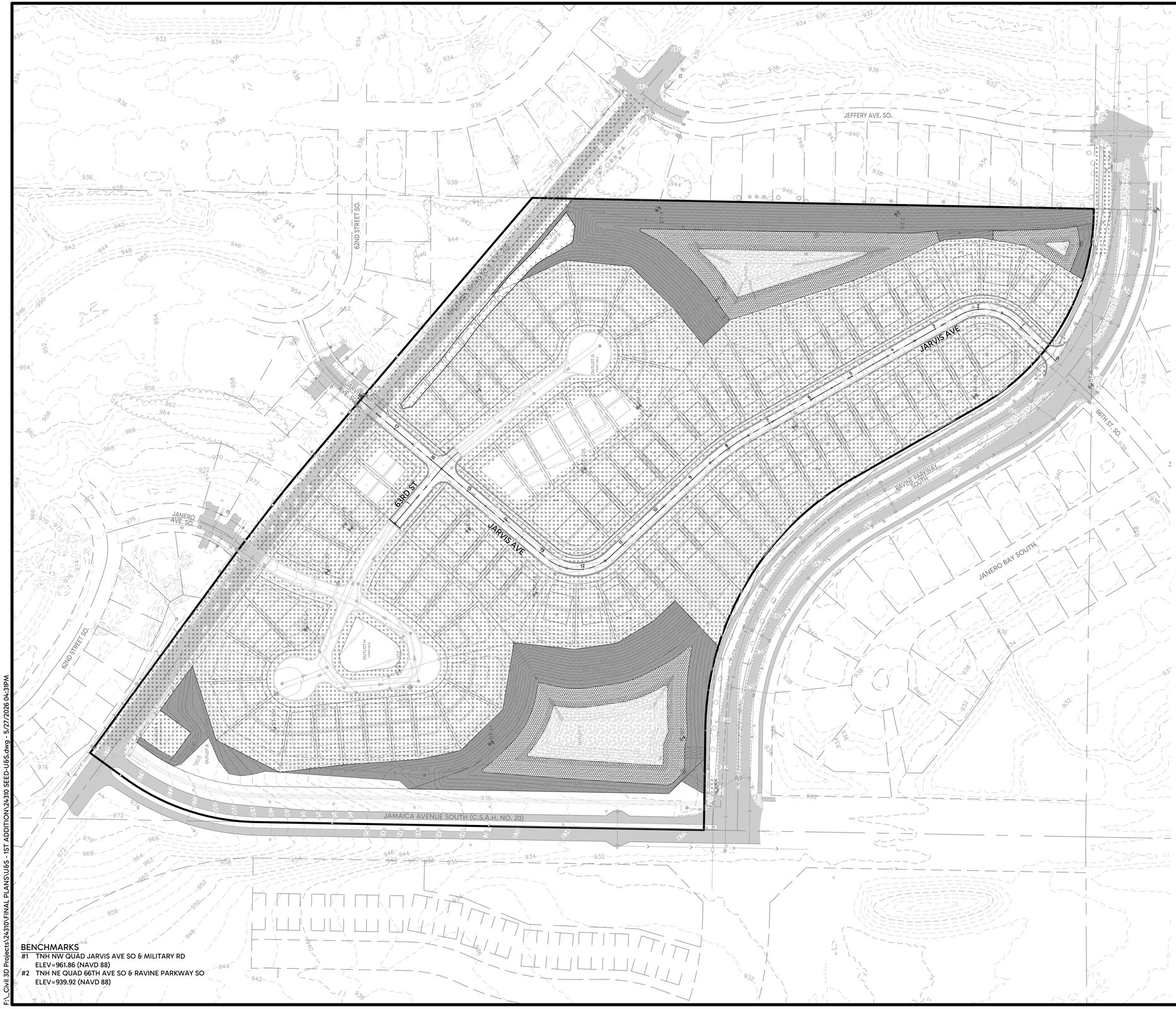


## LEGEND

PROPOSED GENERAL SEED & MULCH MIX - MNDOT MESIC INSLOPE (MI)

PROPOSED STORMWATER SEED & MULCH MIX - MNDOT WET DITCH (WD)

PROPOSED UPLAND SEED & MULCH MIX - MNDOT SOUTHERN TALLGRASS ROADSIDE (STR)

## NOTES

1. REFER TO SHEET C2.5 FOR DETAILS ON SEEDING SPECIFICATIONS.
2. CONTRACTOR TO SEED AND MULCH ALL DISTURBED AREAS WITH APPROPRIATE SEED MIXES - PER MAP.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)

#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL SEEDING PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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24310-00

C3.5

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# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

## FINAL SEEDING PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC.

5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

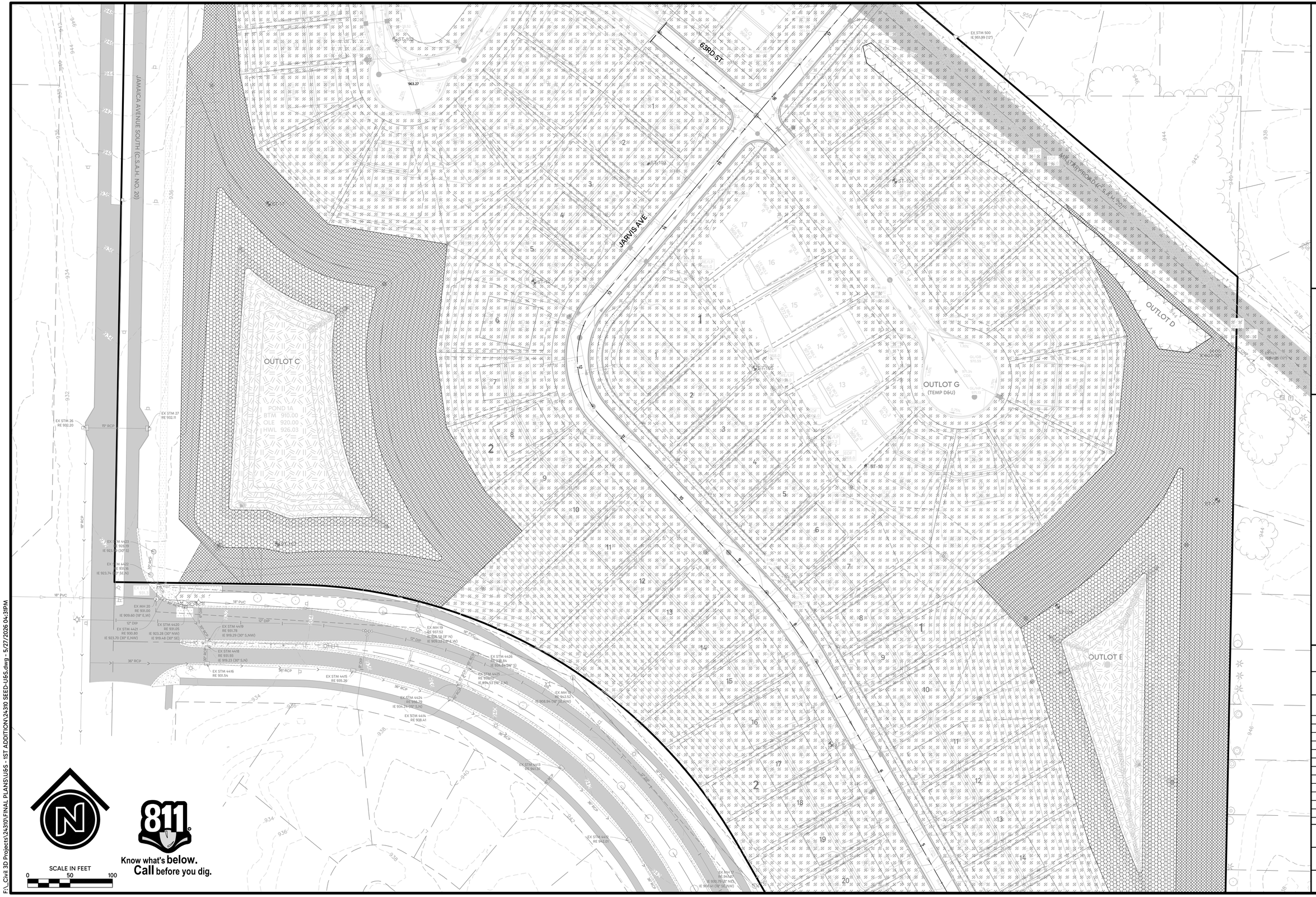
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. QUAINTANCE, P.E.

Date: 05/27/2026 Reg.No. 24676

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
KurtQ@mnhill.com
www.mnhill.com

| | |
|---|---|
| DRAWN BY | CTY |
| DATE | 05/27/2026 |
| REVISIONS | |
| CAD FILE | 24310 SEED-U6S |
| PROJECT NO. | 24310-00 |
| | C3.6 |

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FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
24310 SEED-U&S

PROJECT NO.
24310-00

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COTTAGE GROVE, MINNESOTA

# FINAL SEEDING PLAN

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5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

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PROJECT NO.
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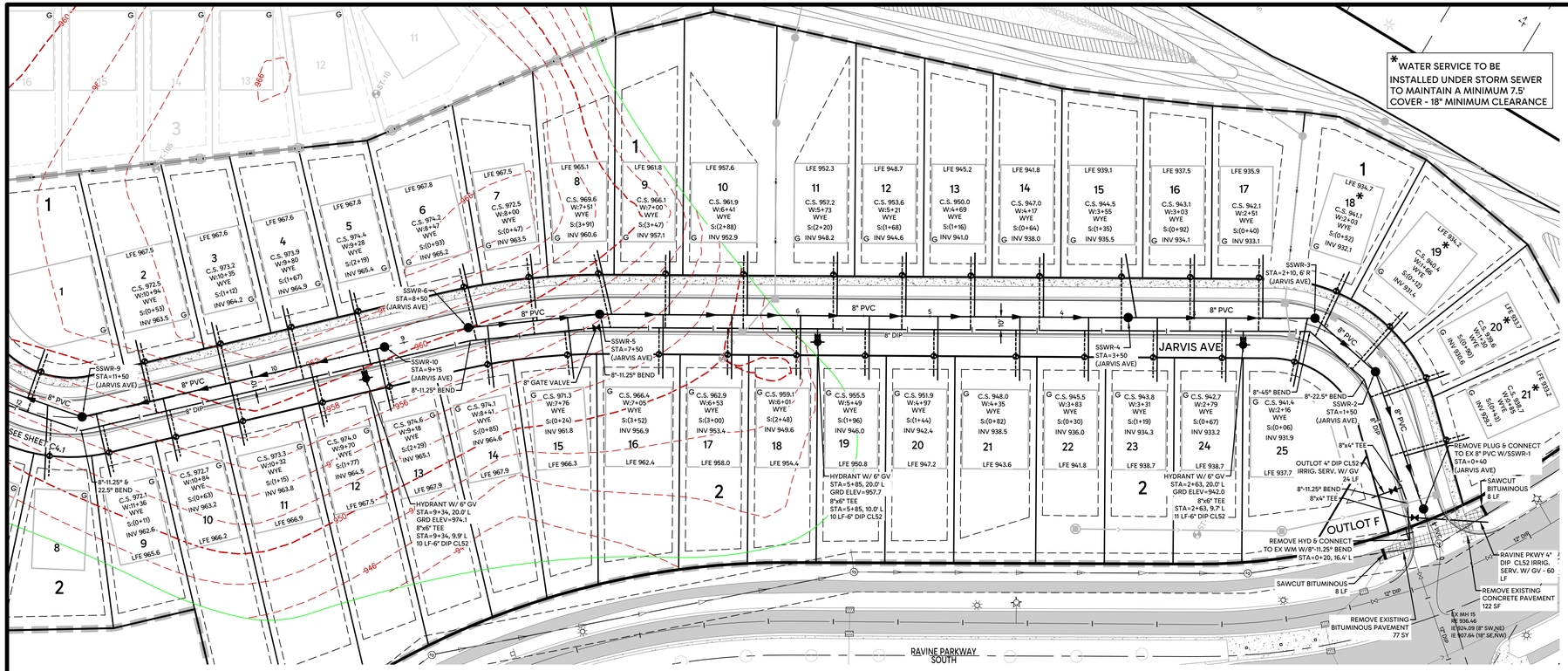
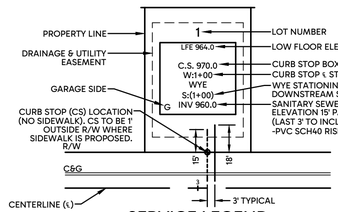



## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER
- PROPOSED REMOVAL
- PROPOSED REMOVAL - SAWCUT
- PROPOSED REMOVAL - PAVEMENT




## SERVICE LEGEND

## GENERAL NOTES

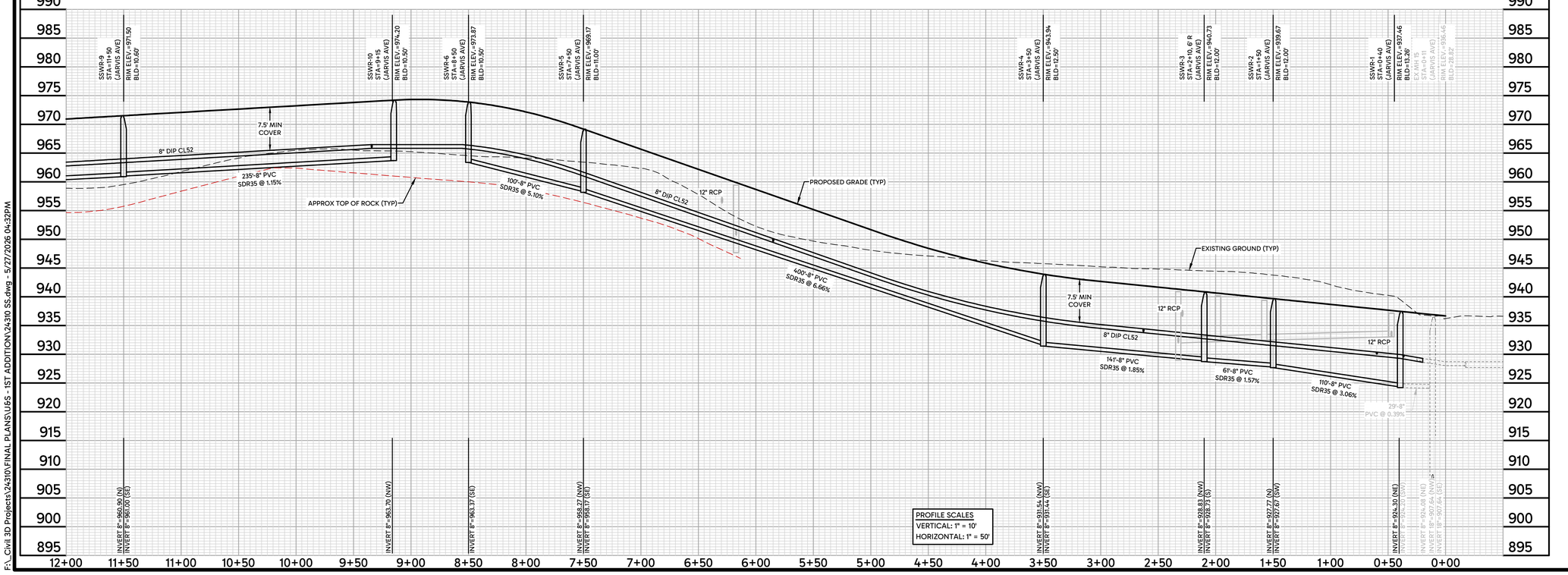
1. ALL WATER SERVICE AND SANITARY SEWER SERVICE LOCATIONS SHALL BE MARKED IN CURB WITH A "W" AND "S" STAMP PER DETAIL STR-11 (INCIDENTAL).
2. POLYWRAP ALL WATERMAIN.
3. ALL WATERMAIN TO HAVE 7.5' MINIMUM COVER.
4. ALL HYDRANTS TO BE INSTALLED WITH A CONCRETE HYDRANT PAD.
5. REMOVE & REINSTALL (IF NECESSARY) EXISTING TEMPORARY SEDIMENT BASINS AND ROCK CHECK DAMS THAT ARE LOCATED WITHIN CONSTRUCTION AREAS (INCIDENTAL).
6. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONNECTION.
7. CONTRACTOR TO PROVIDE ALL NECESSARY TRAFFIC AND PEDESTRIAN CONTROL/SIGNAGE THROUGHOUT ENTIRETY OF CONSTRUCTION.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)

#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

# JARVIS AVENUE (0+00 - 12+00)




PROFILE SCALES
VERTICAL: 1" = 10'
HORIZONTAL: 1" = 50'

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Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL SANITARY SEWER & WATERMAIN CONSTRUCTION
JARVIS AVENUE S
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY CTY
DATE 05/27/2026
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PROJECT NO. 24310-00
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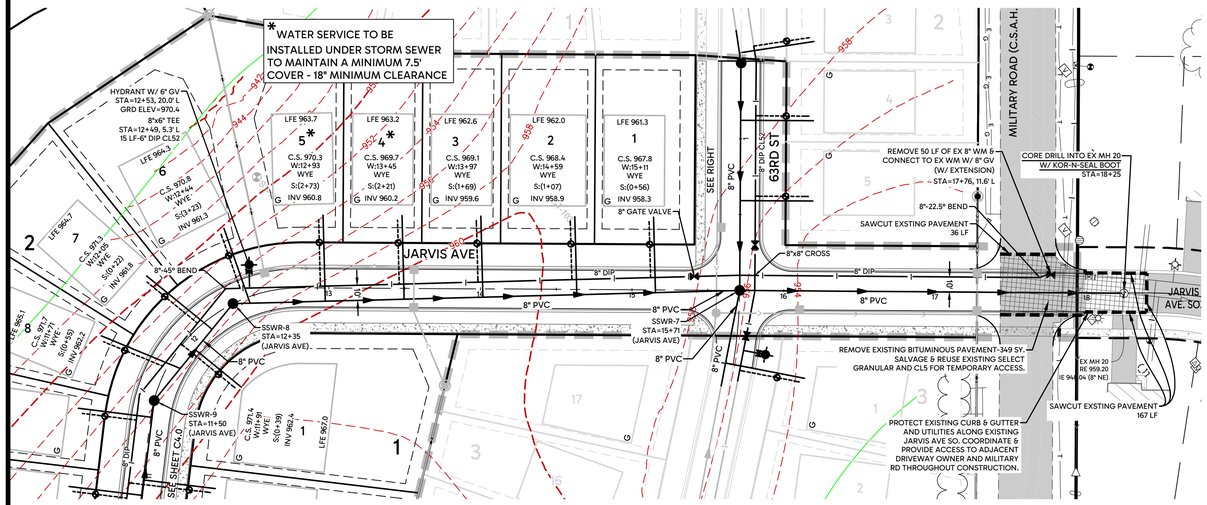
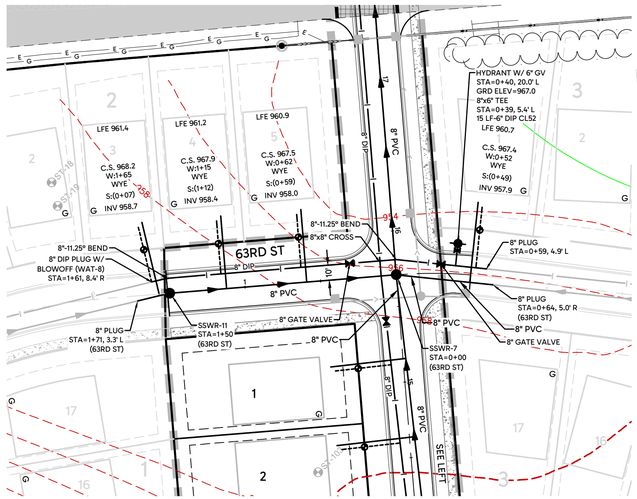
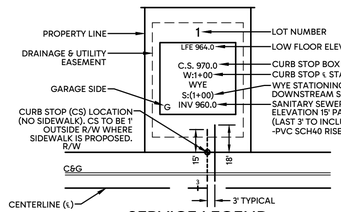



## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER
- PROPOSED REMOVAL
- PROPOSED REMOVAL - SAWCUT
- PROPOSED REMOVAL - PAVEMENT




## SERVICE LEGEND

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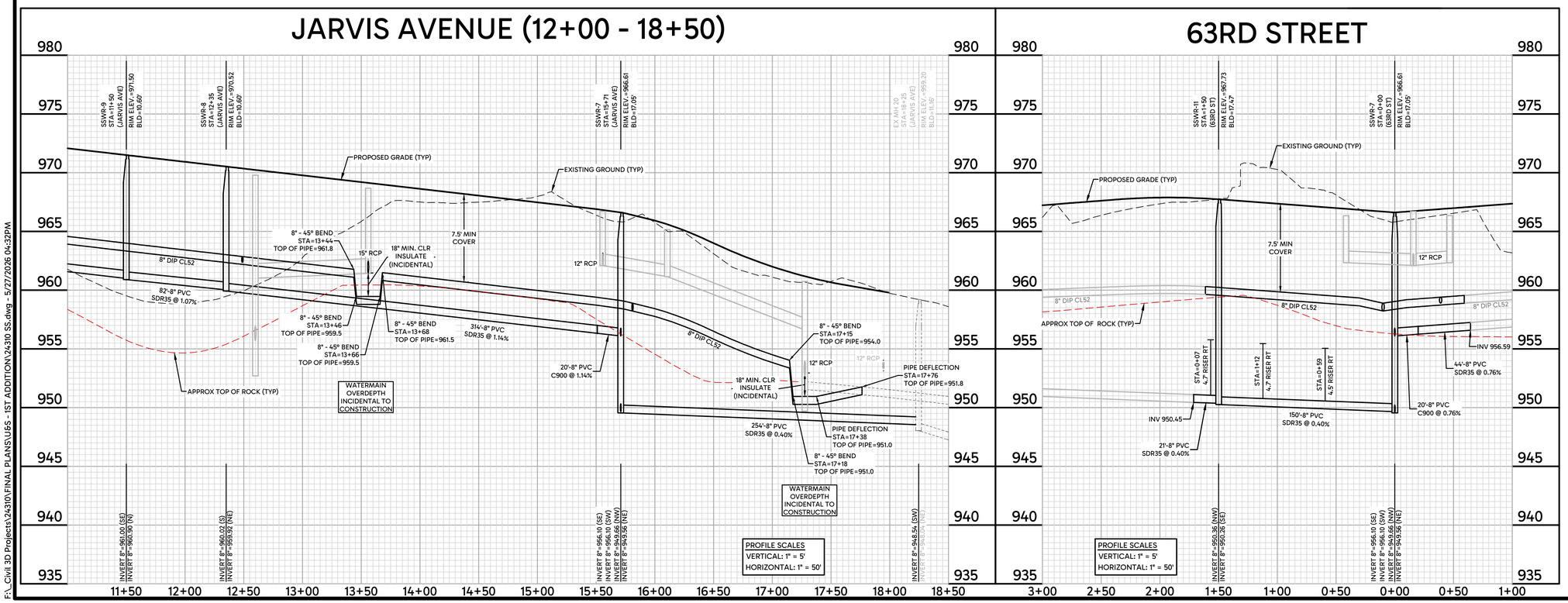
6. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONNECTION.
7. CONTRACTOR TO PROVIDE ALL NECESSARY TRAFFIC AND PEDESTRIAN CONTROL/SIGNAGE THROUGHOUT ENTIRETY OF CONSTRUCTION.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)
#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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KURT D. CHANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL SANITARY SEWER & WATERMAIN CONSTRUCTION
JARVIS AVENUE S & 63RD STREET
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY CTY
DATE 05/27/2026
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CAD FILE 24310 SS
PROJECT NO. 24310-00
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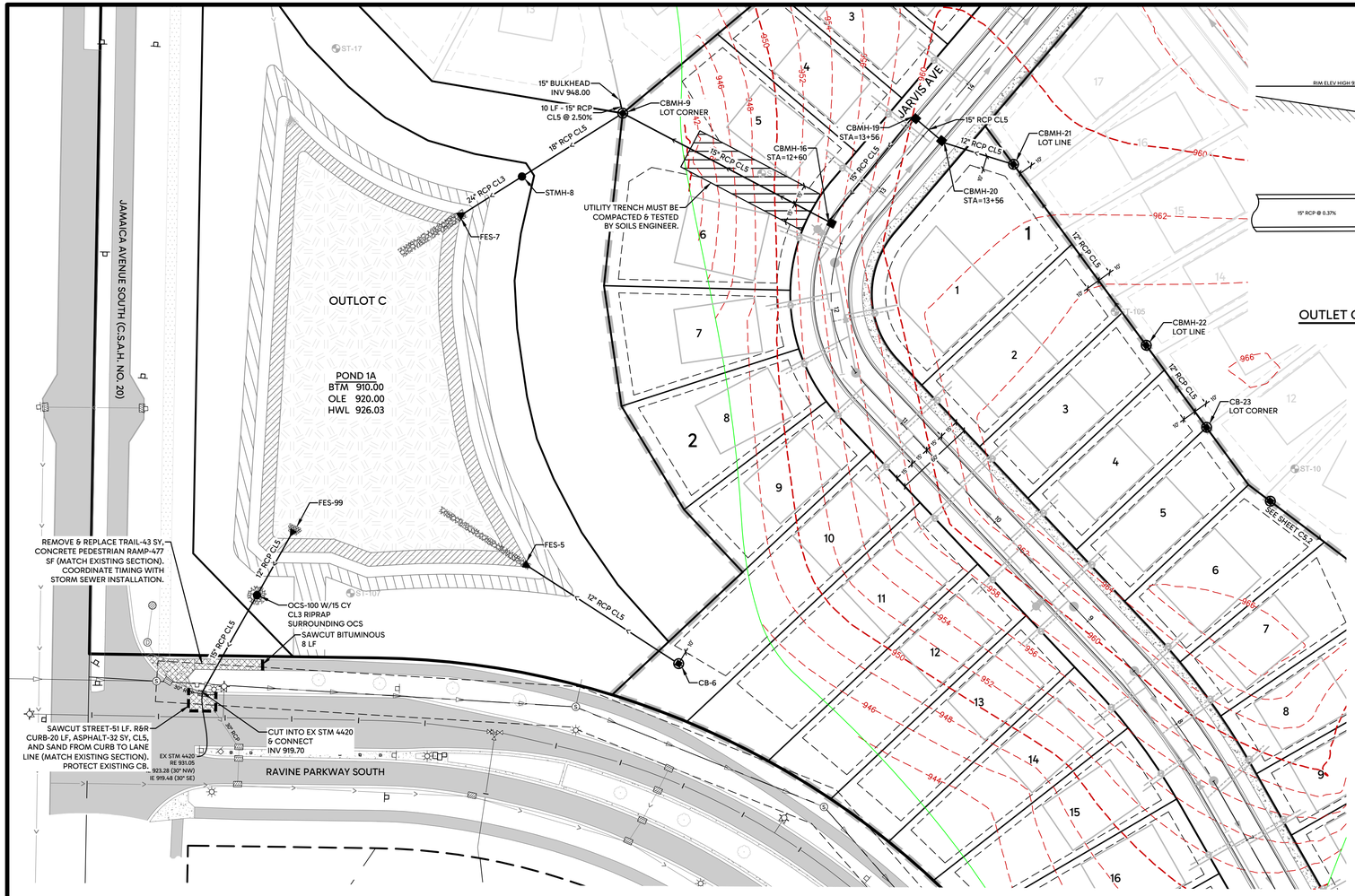


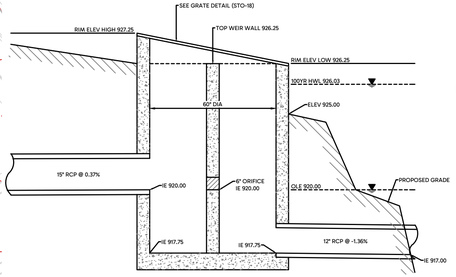


OUTLET CONTROL STRUCTURE 100 (OCS-100)

## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER

## GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL REAR YARD CATCH BASINS MUST HAVE INLET PROTECTION INSTALLED ON THEM IMMEDIATELY AFTER INSTALLATION.
3. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
4. ALL PROPOSED SILT FENCE/DITCH CHECKS/CB PROTECTION & EROSION CONTROL BLANKET MUST BE INSTALLED IMMEDIATELY AFTER UTILITY CONSTRUCTION AND VERIFICATION OF ALL RIM/SWALE/SPILLWAY ELEVATIONS.
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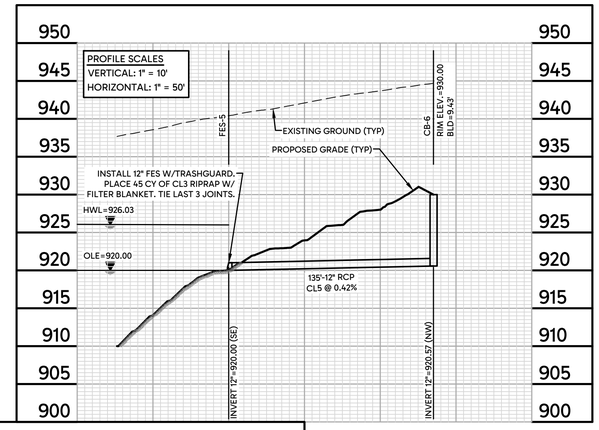


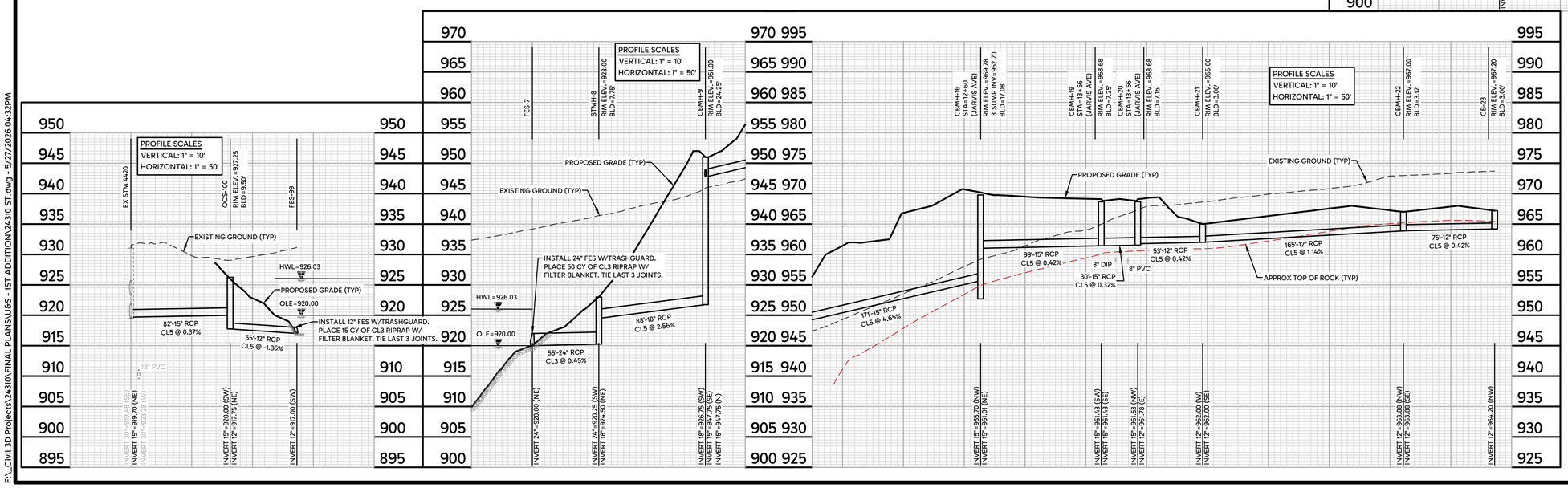


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Reg.No. 24676
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FINAL STORM SEWER CONSTRUCTION
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
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DATE
05/27/2026

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24310 ST

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24310-00

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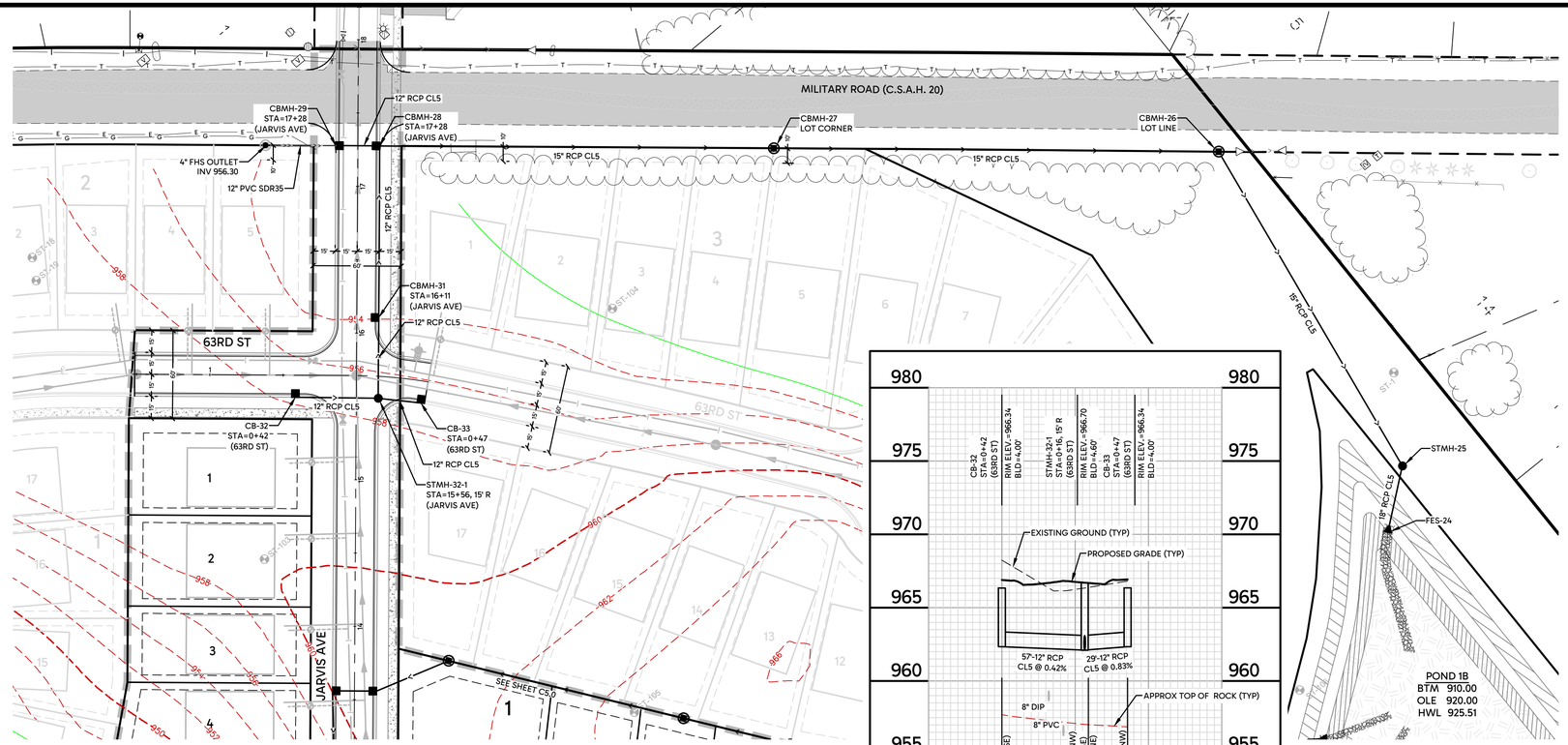


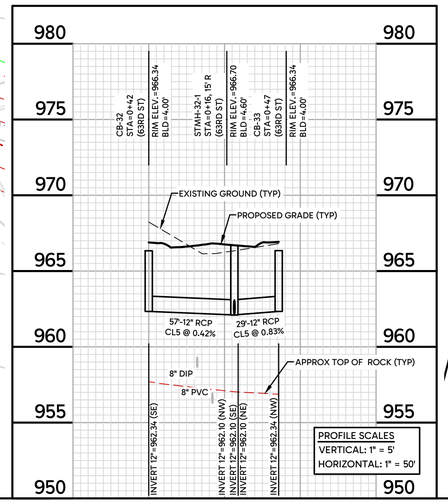


## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER

## GENERAL NOTES

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2. ALL REAR YARD CATCH BASINS MUST HAVE INLET PROTECTION INSTALLED ON THEM IMMEDIATELY AFTER INSTALLATION.
3. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
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#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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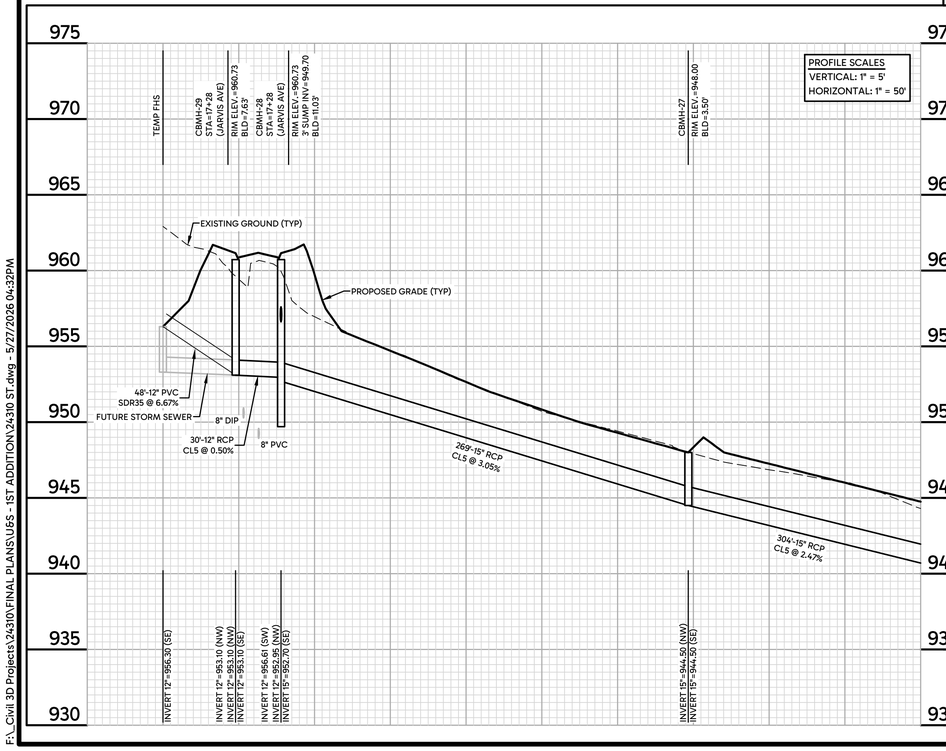


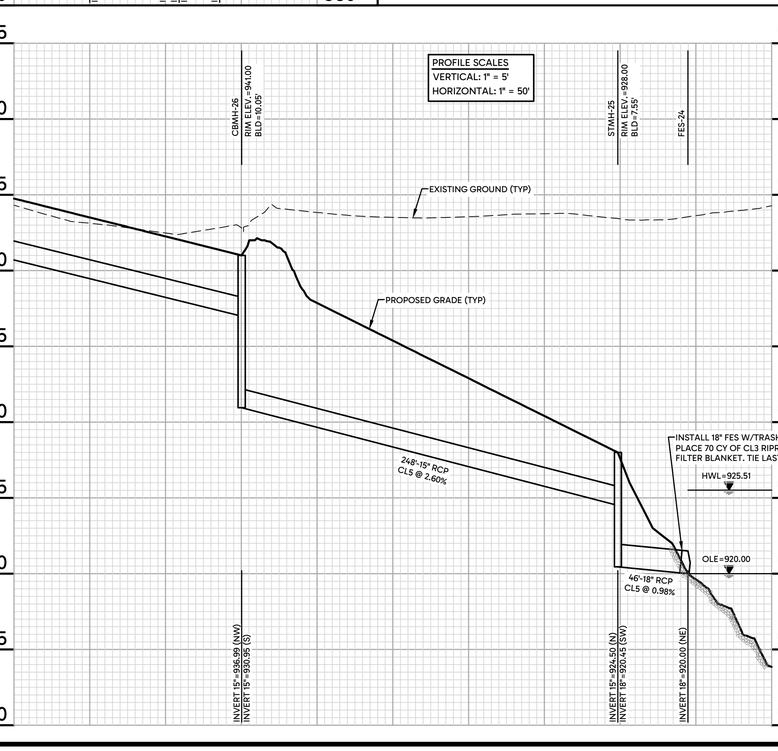


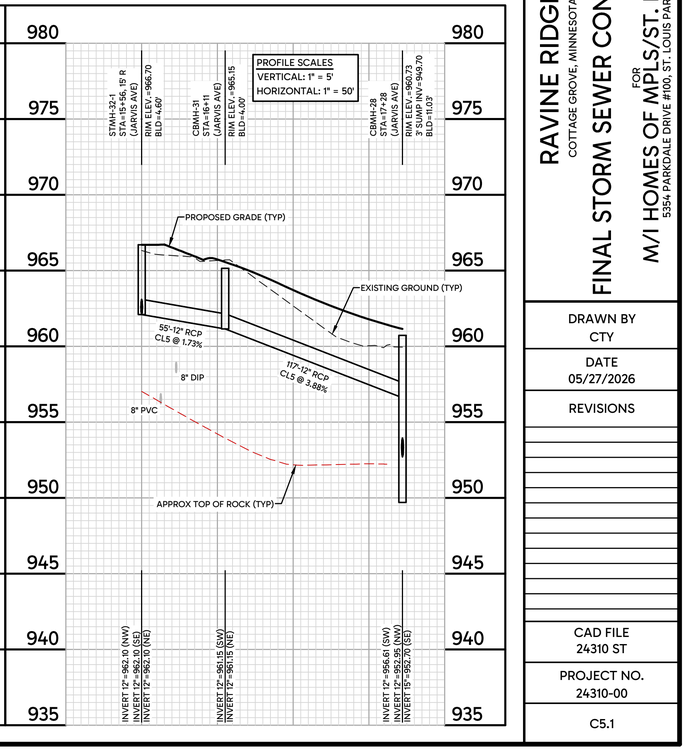


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COTTAGE GROVE, MINNESOTA
FOR
FINAL STORM SEWER CONSTRUCTION
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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CTY

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#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER

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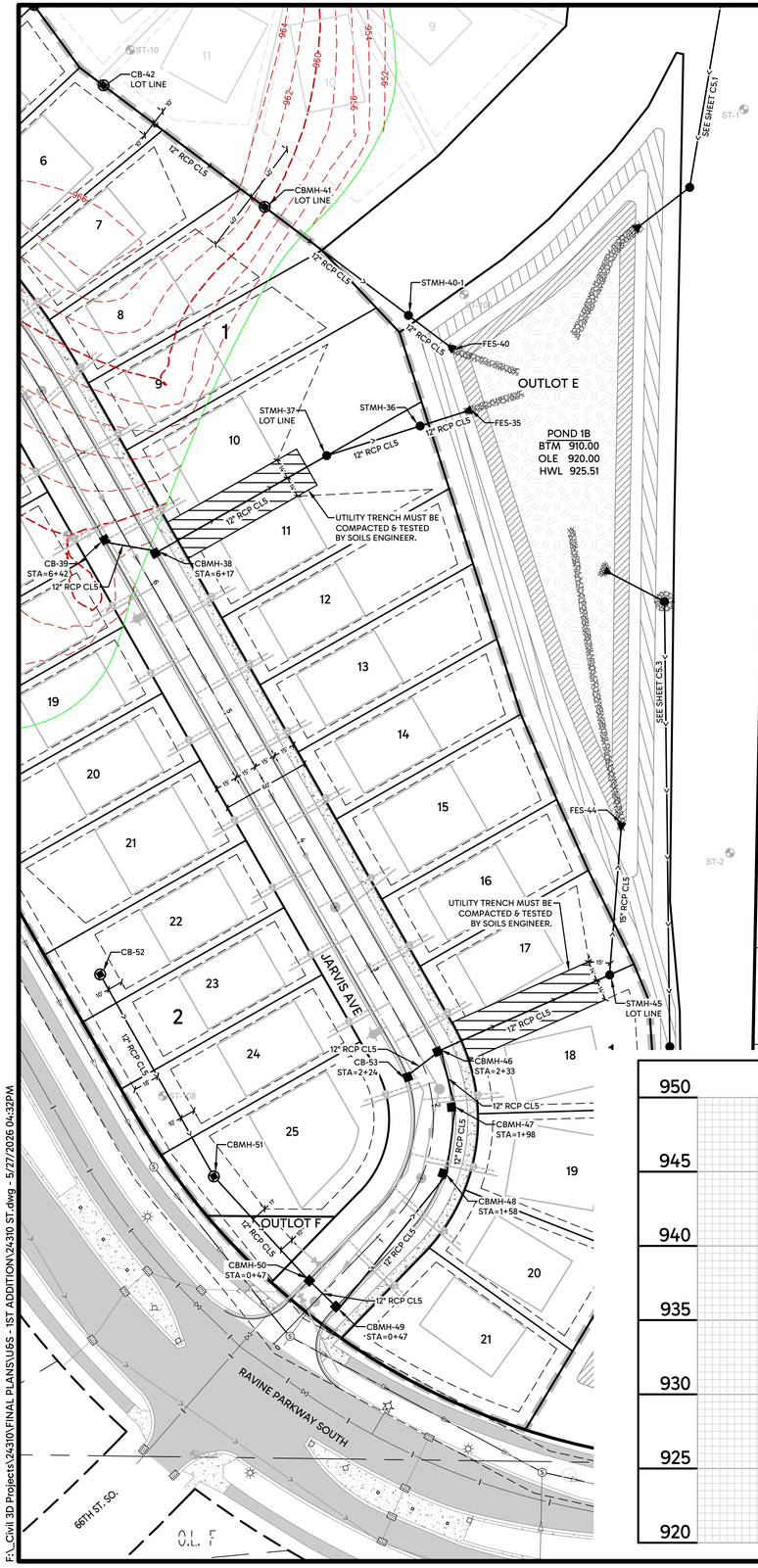


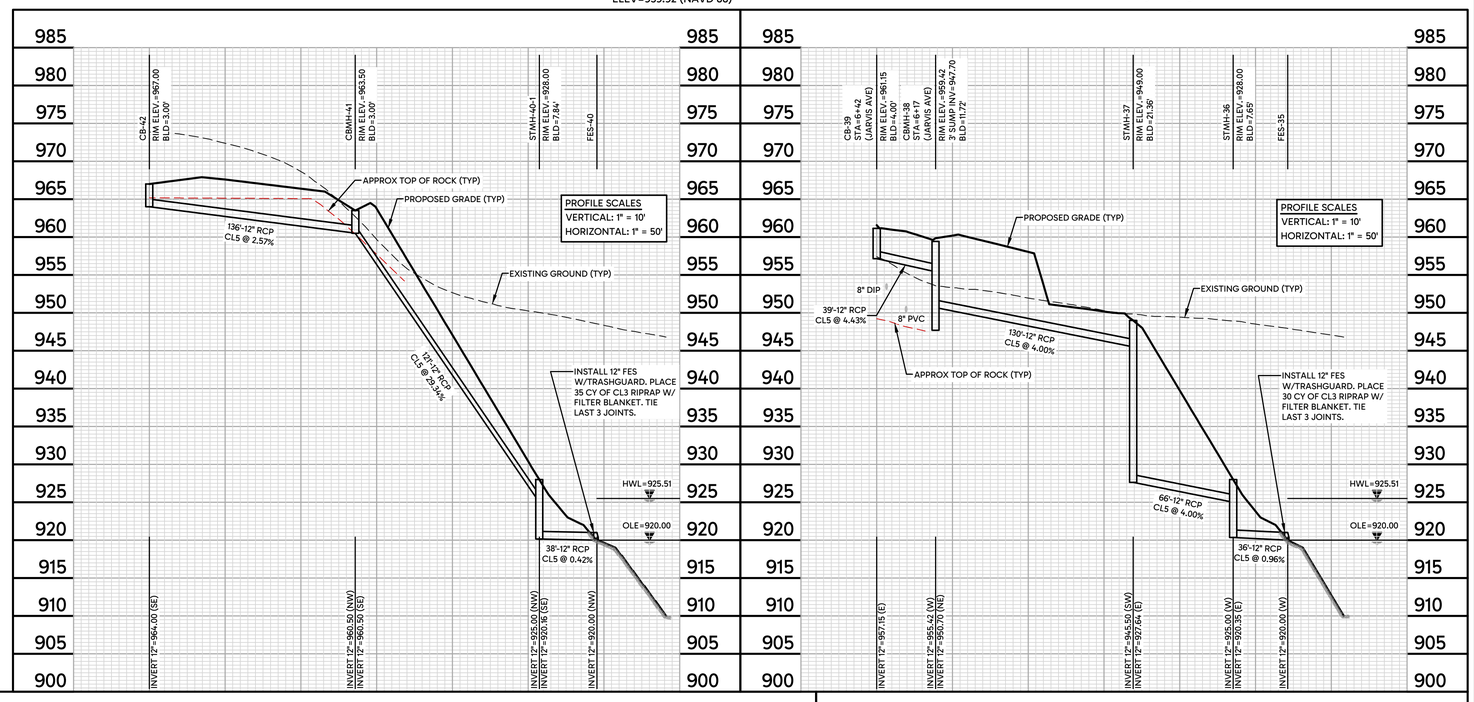





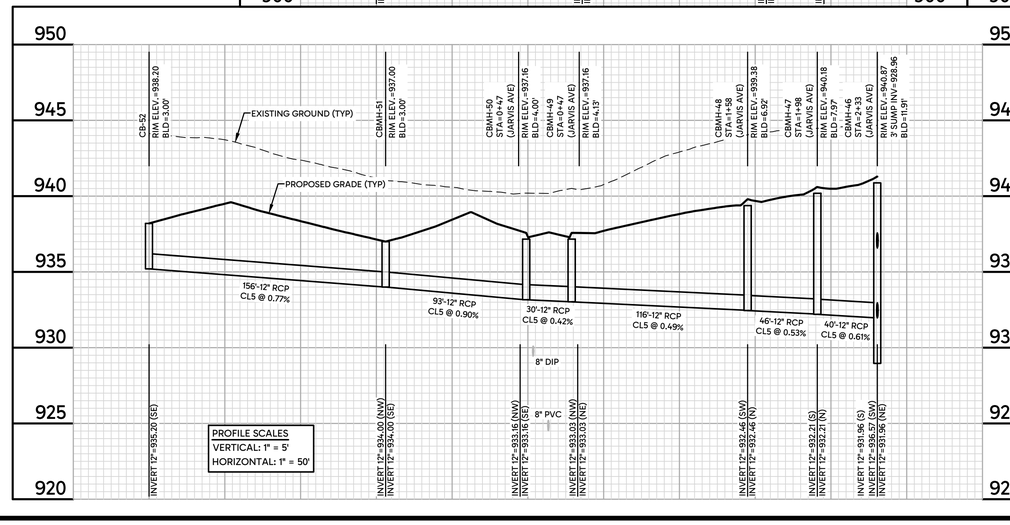


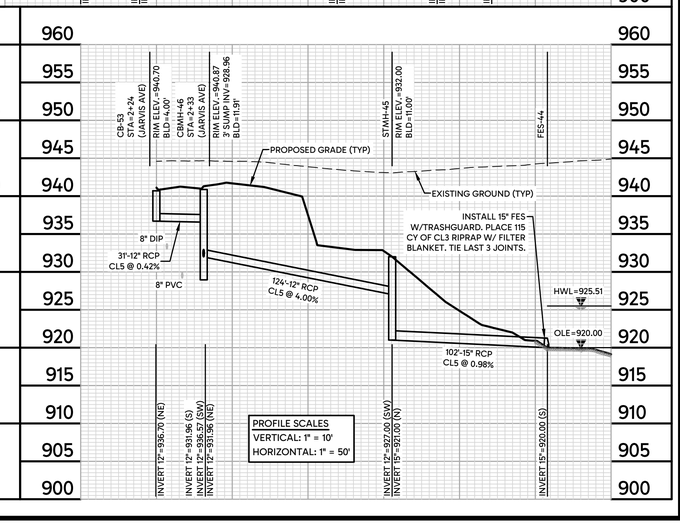



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KURT D. QUANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

FINAL STORM SEWER CONSTRUCTION

DRAWN BY CTY

DATE 05/27/2026

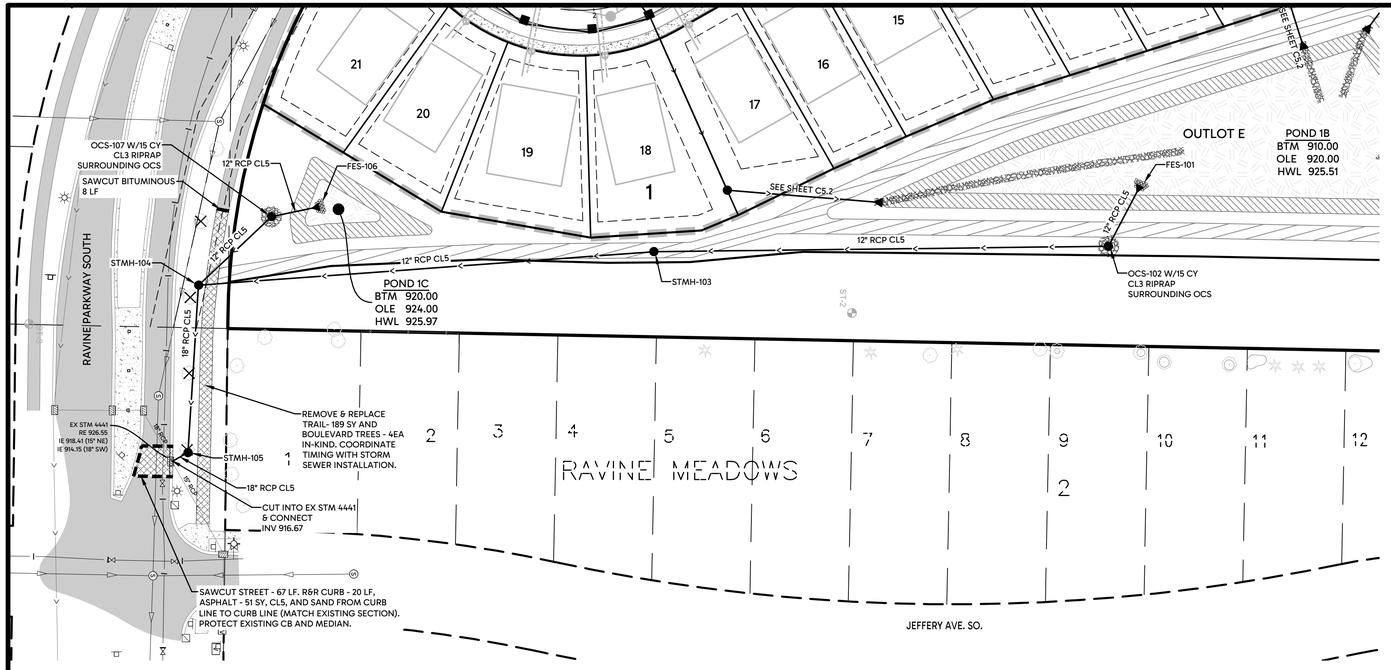
REVISIONS

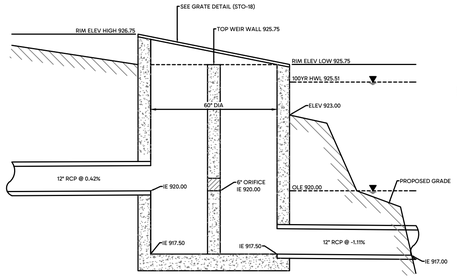
CAD FILE 24310 ST

PROJECT NO. 24310-00

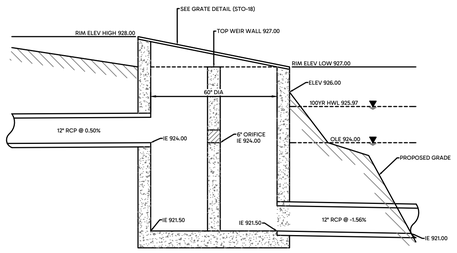
C5.2

F:_Civil 3D Projects\24310\FINAL PLANS\U65 - 1ST ADDITION\24310 ST.dwg - 5/27/2026 04:32PM




OUTLET CONTROL STRUCTURE 102 (OCS-102)




OUTLET CONTROL STRUCTURE 107 (OCS-107)

## LEGEND

- PROPOSED / FUTURE WATERMAIN
- PROPOSED / FUTURE SANITARY SEWER
- PROPOSED SANITARY SERVICE - 4" PVC SCH 40
- PROPOSED WATER SERVICE - 1" TYPE K COPPER
- PROPOSED / FUTURE STORM SEWER

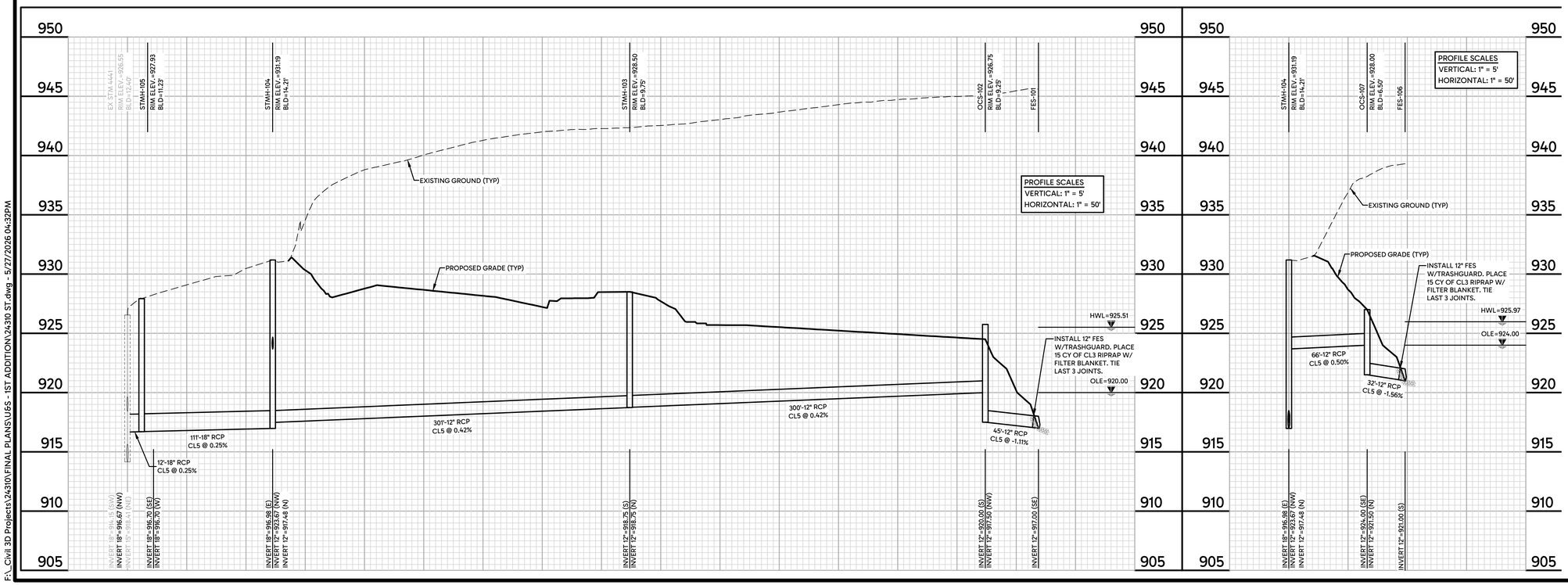
## GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL REAR YARD CATCH BASINS MUST HAVE INLET PROTECTION INSTALLED ON THEM IMMEDIATELY AFTER INSTALLATION.
3. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
4. ALL PROPOSED SILT FENCE/DITCH CHECKS/CB PROTECTION & EROSION CONTROL BLANKET MUST BE INSTALLED IMMEDIATELY AFTER UTILITY CONSTRUCTION AND VERIFICATION OF ALL RIM/SWALE/SPILLWAY ELEVATIONS.
5. CONTRACTOR MUST RE-ESTABLISH REAR YARD SWALE/BERM/POND SLOPE/GREEN AREA ELEVATIONS PER THE APPROVED GRADING PLAN IMMEDIATELY AFTER STORM SEWER INSTALLATION (INCIDENTAL).
6. REMOVE & REINSTALL (IF NECESSARY) EXISTING TEMPORARY SEDIMENT BASINS AND ROCK CHECK DAMS THAT ARE LOCATED WITHIN CONSTRUCTION AREAS (INCIDENTAL).
7. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONNECTION.
8. CONTRACTOR TO PROVIDE ALL NECESSARY TRAFFIC AND PEDESTRIAN CONTROL/SIGNAGE THROUGHOUT ENTIRETY OF CONSTRUCTION.

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)

#2 TNH NE QUAD 66TH AVE SO & RAVINE PARKWAY SO
ELEV=939.92 (NAVD 88)

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RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL STORM SEWER CONSTRUCTION
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

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PROJECT NO.
24310-00

C5.3

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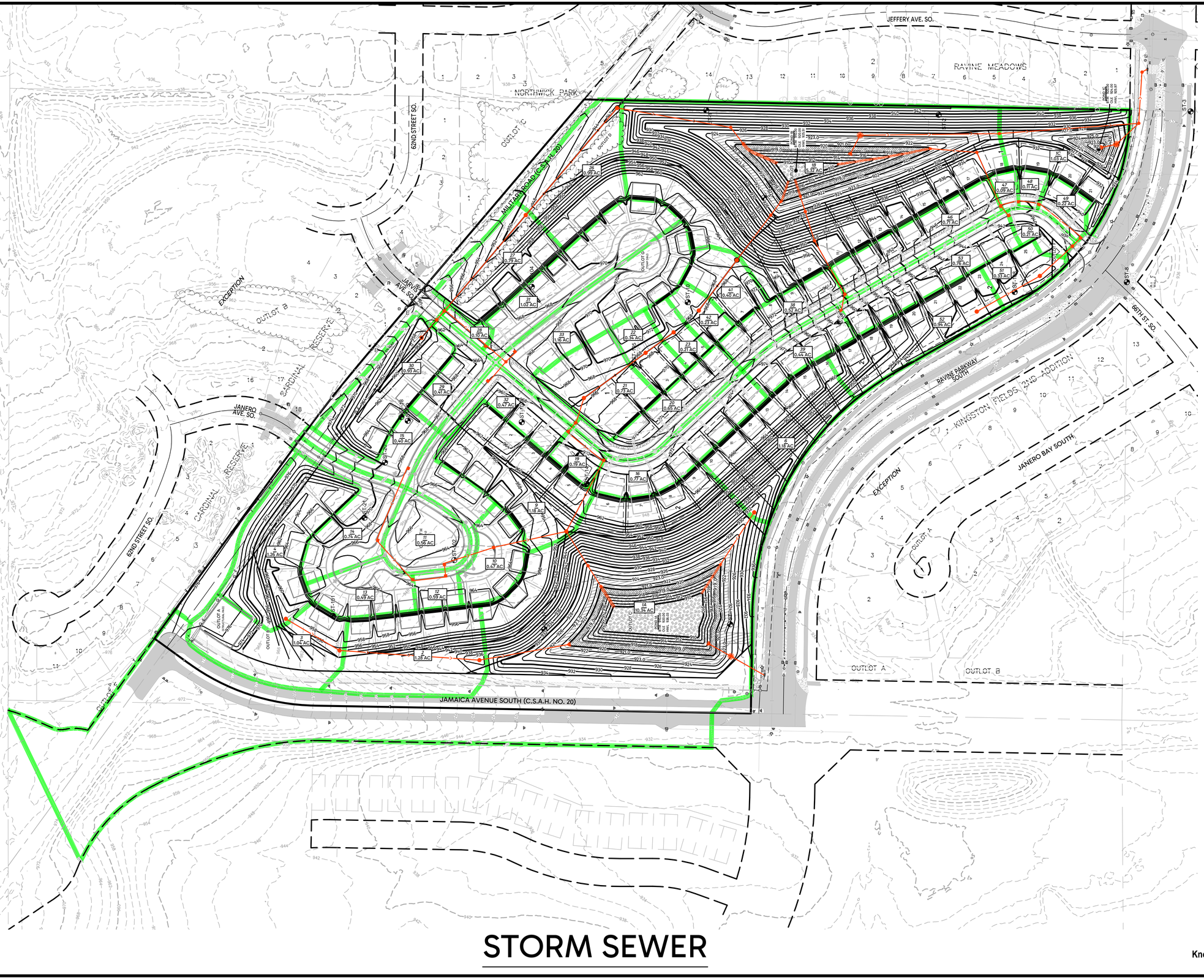
JEFFERY AVE. SO.
RAVINE MEADOWS
NORTHWICK PARK
62ND STREET SO.
OUTLOT C
OUTLOT D
MILITARY ROAD (C.S.A.H. NO. 20)
JARVIS AVE. SO.
EXCEPTION
OUTLOT B
RESERVE
CARDINAL
JANERO AVE. SO.
62ND STREET SO.
OUTLOT E
OUTLOT F
JAMAICA AVENUE SOUTH (C.S.A.H. NO. 20)
68TH ST. SO.
RAVINE PARKWAY SOUTH
KINGSTON FIELDS 2ND ADDITION
JANERO BAY SOUTH
EXCEPTION
OUTLOT A
OUTLOT B
ST-1
ST-2
ST-3
ST-4
ST-5
ST-6
ST-7
ST-8
ST-9
ST-10
ST-11
ST-12
1A 10.54 AC
1B 5.32 AC
1C 1.03 AC
2 1.28 AC
3 1.04 AC
4 1.35 AC
5 1.18 AC
6 1.15 AC
7 0.58 AC
8 0.47 AC
9 0.19 AC
10 0.47 AC
11 0.58 AC
12 0.49 AC
13 0.58 AC
14 0.74 AC
15 0.40 AC
16 0.77 AC
17 0.47 AC
18 0.44 AC
19 0.44 AC
20 0.65 AC
21 0.73 AC
22 0.34 AC
23 0.71 AC
24 0.40 AC
25 0.99 AC
26 0.77 AC
27 0.77 AC
28 0.41 AC
29 0.41 AC
30 0.93 AC
31 1.07 AC
32 0.72 AC
33 1.16 AC
34 0.40 AC
35 0.52 AC
36 0.27 AC
37 0.67 AC
38 0.33 AC
39 0.76 AC
40 0.94 AC
41 0.67 AC
42 0.27 AC
43 0.09 AC
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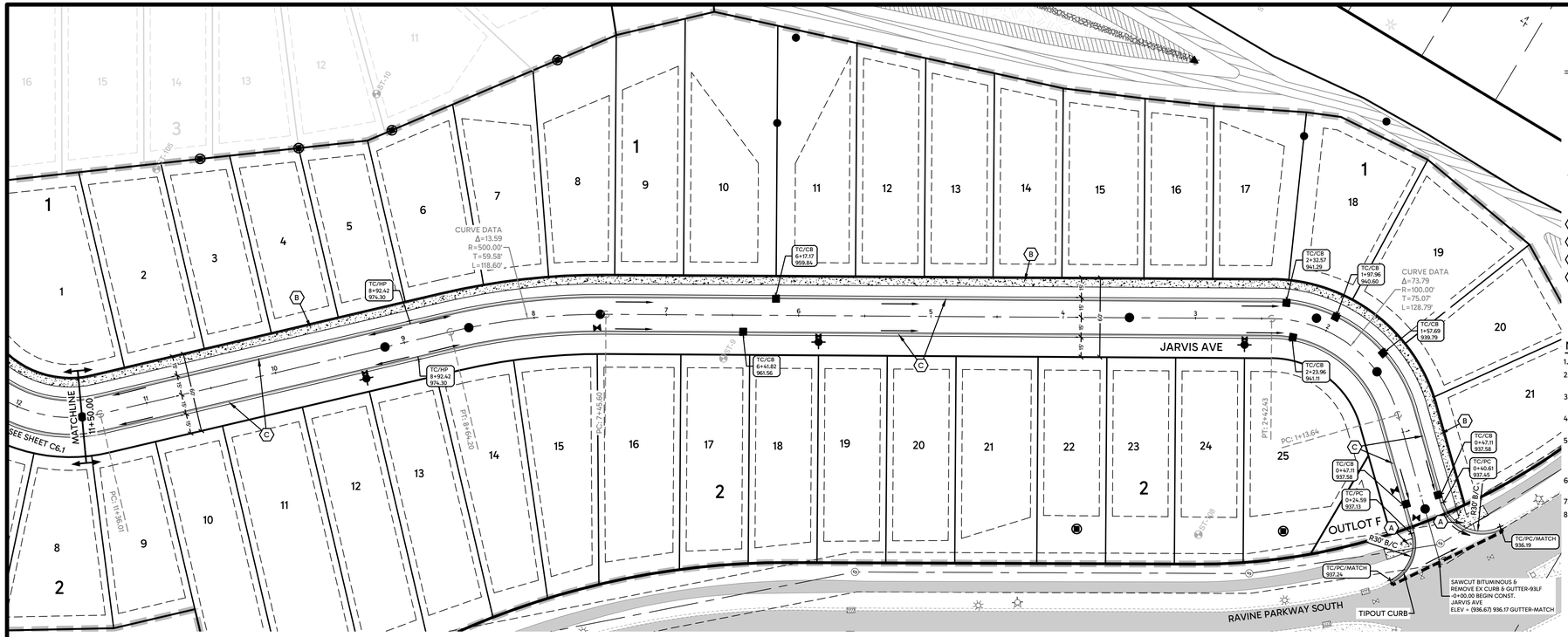
45 0.27 AC
46 0.71 AC
47 0.09 AC
48 0.11 AC
49 0.27 AC
50 0.71 AC
51 0.33 AC
52 0.94 AC
53 0.76 AC
STORM MANHOLE CUT: 923.0 INV: 909.9
STORM MANHOLE CUT: 923.0 INV: 909.9
STORM MANHOLE CUT: 923.0 INV: 909.9




## LEGEND

- EXISTING / PROPOSED / FUTURE CURB & GUTTER
- EXISTING / PROPOSED / FUTURE ASPHALT
- EXISTING / PROPOSED / FUTURE CONCRETE
- EXISTING / PROPOSED / FUTURE WATERMAIN STRUCTURE
- EXISTING / PROPOSED / FUTURE SANITARY SEWER STRUCTURE
- EXISTING / PROPOSED / FUTURE STORM SEWER STRUCTURE
- PROPOSED LIGHTING CONDUIT - 4" PVC SCH 80

## KEY NOTES

- (A) CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP
- (B) 6' CONCRETE SIDEWALK
- (C) SURMOUNTABLE D428 MOD CONCRETE C6G
- (D) 20' RADIUS TO THE BACK OF CURB

## ACRONYMS

CB = CATCH BASIN
EX = EXISTING
HP = HIGH POINT
LP = LOW POINT
PC = POINT OF CURVATURE
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## NOTES

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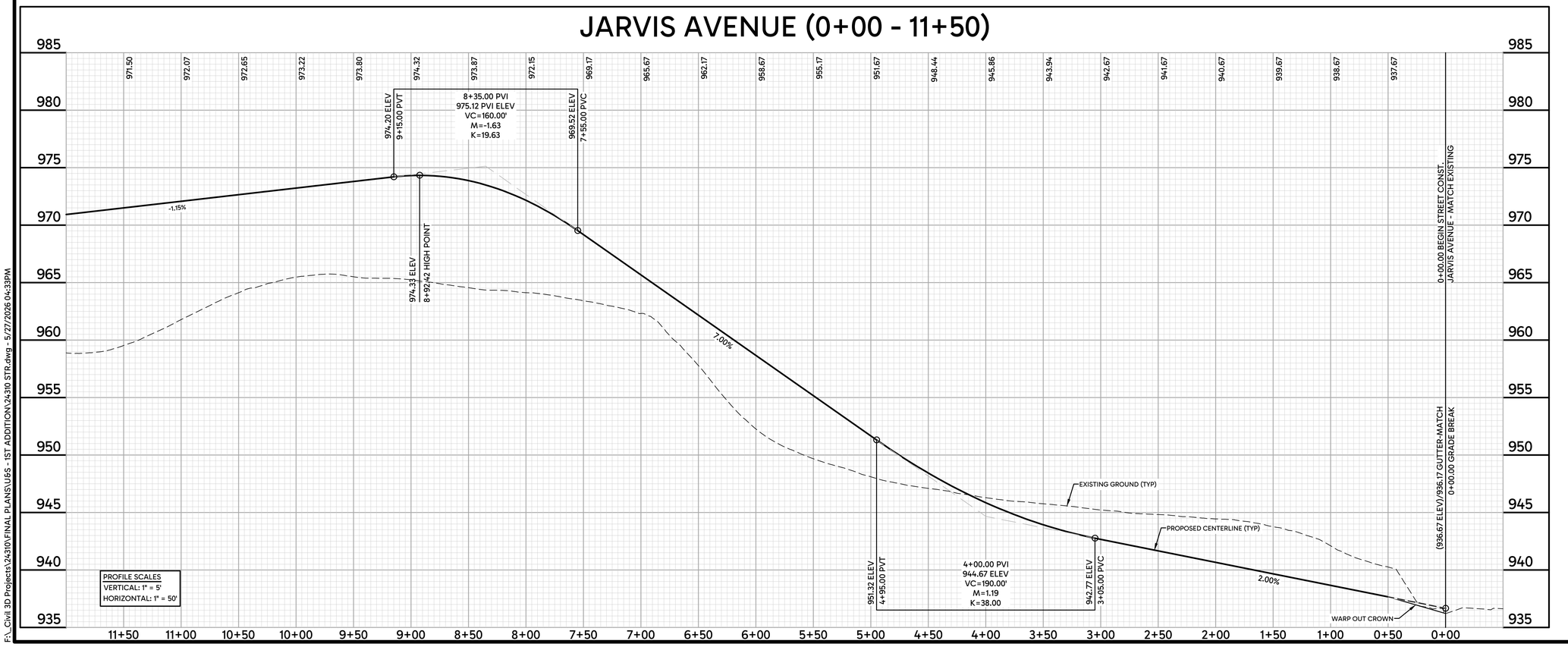
6. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
7. ALL PEDESTRIAN RAMPS TO HAVE A MAXIMUM 2% CROSS SLOPE.
8. REMOVE & REINSTALL (IF NECESSARY) EXISTING TEMPORARY SEDIMENT BASINS AND ROCK CHECK DAMS THAT ARE LOCATED WITHIN CONSTRUCTION AREAS (INCIDENTAL).

# JARVIS AVENUE (0+00 - 11+50)





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KURT D. CHANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL STREET CONSTRUCTION
JARVIS AVENUE S
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
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PROJECT NO.
24310-00

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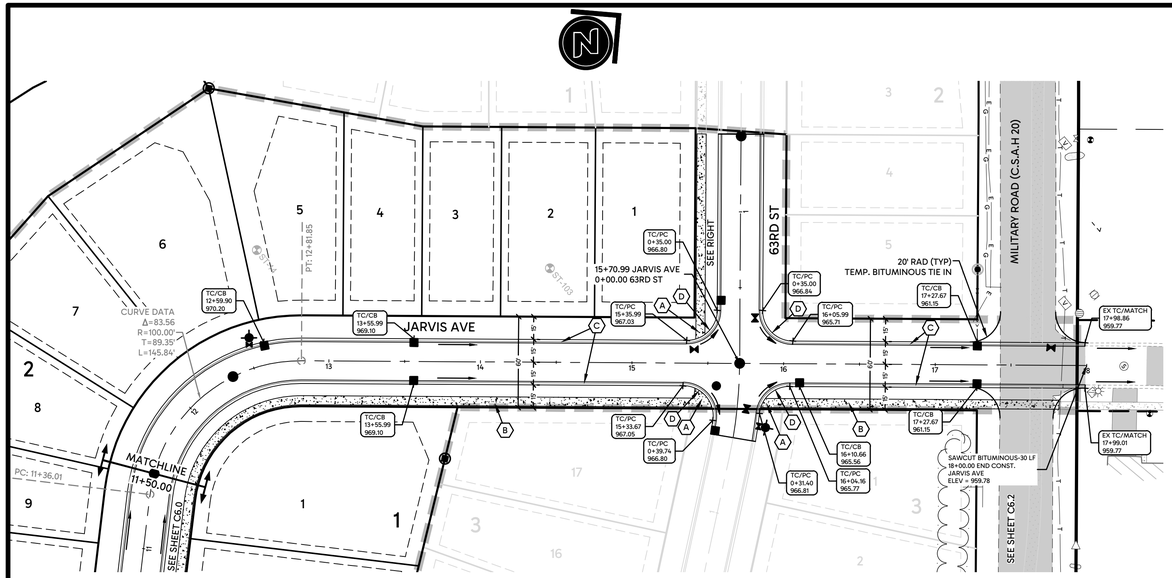


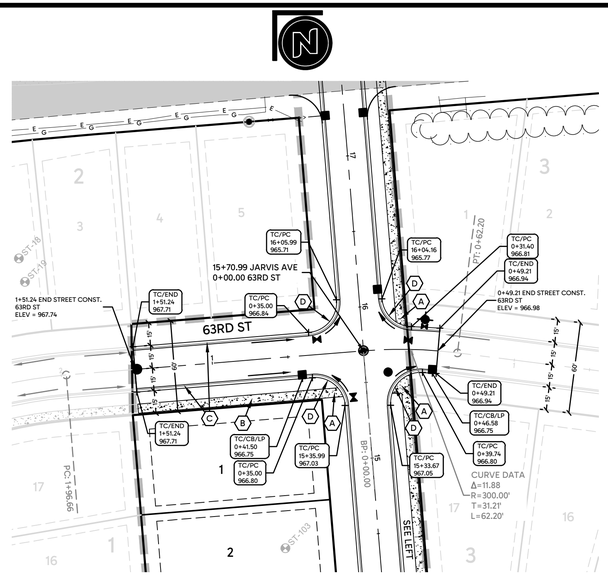


JARVIS AVENUE TO BE CONSTRUCTED TO MATCH EXISTING MILITARY ROAD (TEMPORARY UNTIL JULY 31ST, 2027). FINAL STREET CONSTRUCTION (CURB AND SIDEWALK) TO OCCUR BETWEEN JULY 31ST, 2027 AND OCTOBER 15TH, 2027 WITH REMOVAL OF MILITARY ROAD AND CONSTRUCTION OF TRAIL - SEE SHEET C6.2

## LEGEND

- EXISTING / PROPOSED / FUTURE CURB & GUTTER
- EXISTING / PROPOSED / FUTURE ASPHALT
- EXISTING / PROPOSED / FUTURE CONCRETE
- EXISTING / PROPOSED / FUTURE WATERMAIN STRUCTURE
- EXISTING / PROPOSED / FUTURE SANITARY SEWER STRUCTURE
- EXISTING / PROPOSED / FUTURE STORM SEWER STRUCTURE
- PROPOSED LIGHTING CONDUIT - 4" PVC SCH 80

## KEY NOTES

- (A) CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP
- (B) 6' CONCRETE SIDEWALK
- (C) SURMOUNTABLE D428 MOD CONCRETE C6G
- (D) 20' RADIUS TO THE BACK OF CURB

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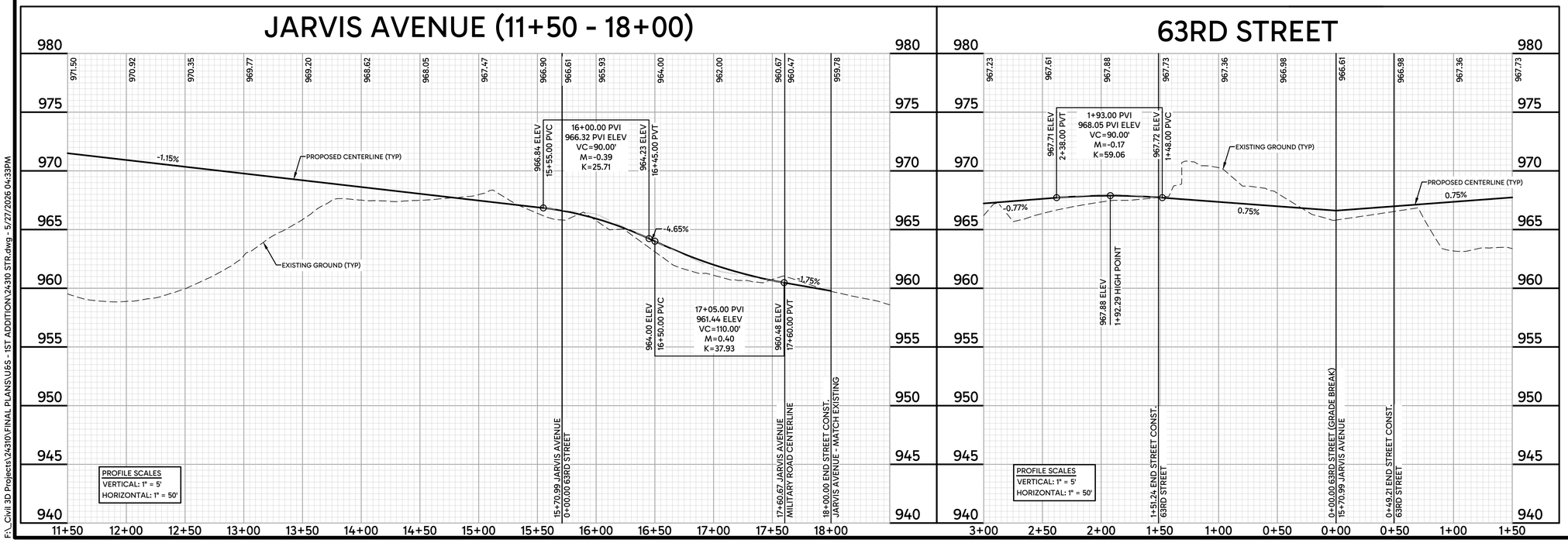
6. INLET PROTECTION (WIMCO) MUST BE INSTALLED IN ALL STREET CATCH BASINS UPON COMPLETION OF STREET CONSTRUCTION.
7. ALL PEDESTRIAN RAMPS TO HAVE A MAXIMUM 2% CROSS SLOPE.
8. REMOVE & REINSTALL (IF NECESSARY) EXISTING TEMPORARY SEDIMENT BASINS AND ROCK CHECK DAMS THAT ARE LOCATED WITHIN CONSTRUCTION AREAS (INCIDENTAL).







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KURT D. CHANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL STREET CONSTRUCTION
JARVIS AVENUE S & 63RD STREET
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

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24310 STR

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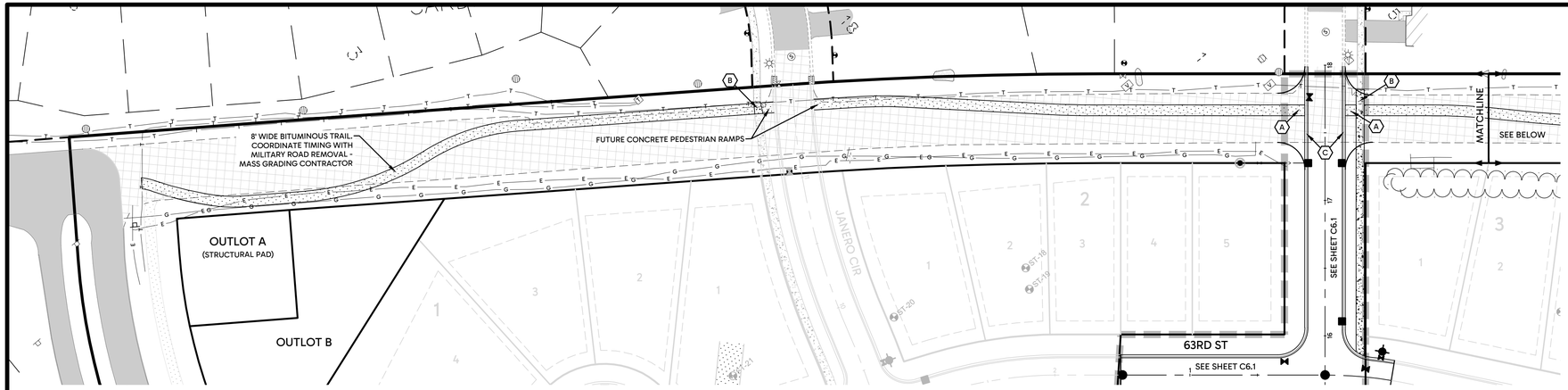


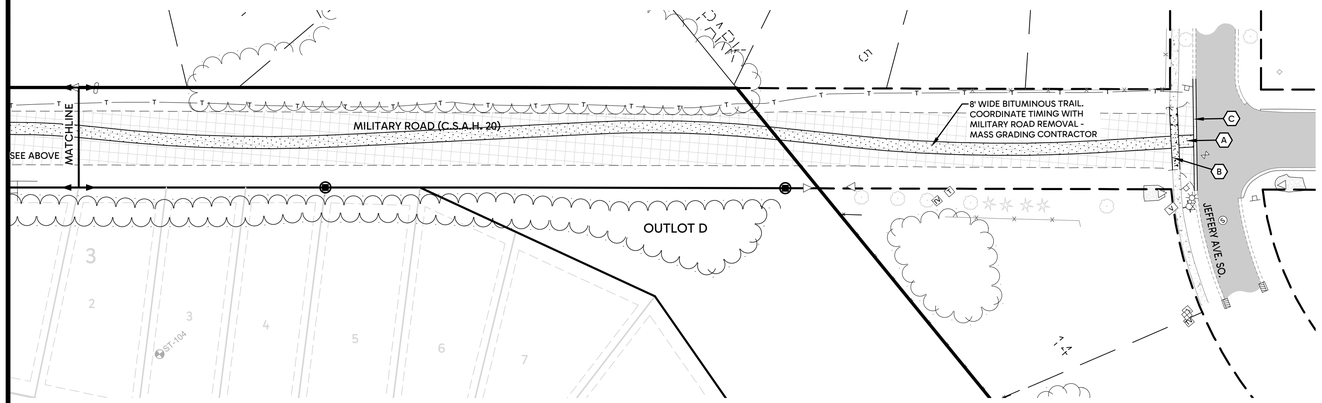


JARVIS AVENUE TO BE CONSTRUCTED TO MATCH EXISTING MILITARY ROAD (TEMPORARY UNTIL JULY 31ST, 2027). FINAL STREET CONSTRUCTION (CURB AND SIDEWALK) TO OCCUR BETWEEN JULY 31ST, 2027 AND OCTOBER 15TH, 2027 WITH REMOVAL OF MILITARY ROAD AND CONSTRUCTION OF TRAIL.

## LEGEND

- EXISTING / PROPOSED / FUTURE CURB & GUTTER
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- EXISTING / PROPOSED / FUTURE CONCRETE
- EXISTING / PROPOSED / FUTURE WATERMAIN STRUCTURE
- EXISTING / PROPOSED / FUTURE SANITARY SEWER STRUCTURE
- EXISTING / PROPOSED / FUTURE STORM SEWER STRUCTURE
- PROPOSED LIGHTING CONDUIT - 4" PVC SCH 80

## KEY NOTES

- (A) CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP
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- (D) 20' RADIUS TO THE BACK OF CURB

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8. REMOVE & REINSTALL (IF NECESSARY) EXISTING TEMPORARY SEDIMENT BASINS AND ROCK CHECK DAMS THAT ARE LOCATED WITHIN CONSTRUCTION AREAS (INCIDENTAL).

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Date: 05/29/2026 Reg.No. 24676

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FINAL STREET CONSTRUCTION
MILITARY ROAD BITUMINOUS TRAIL
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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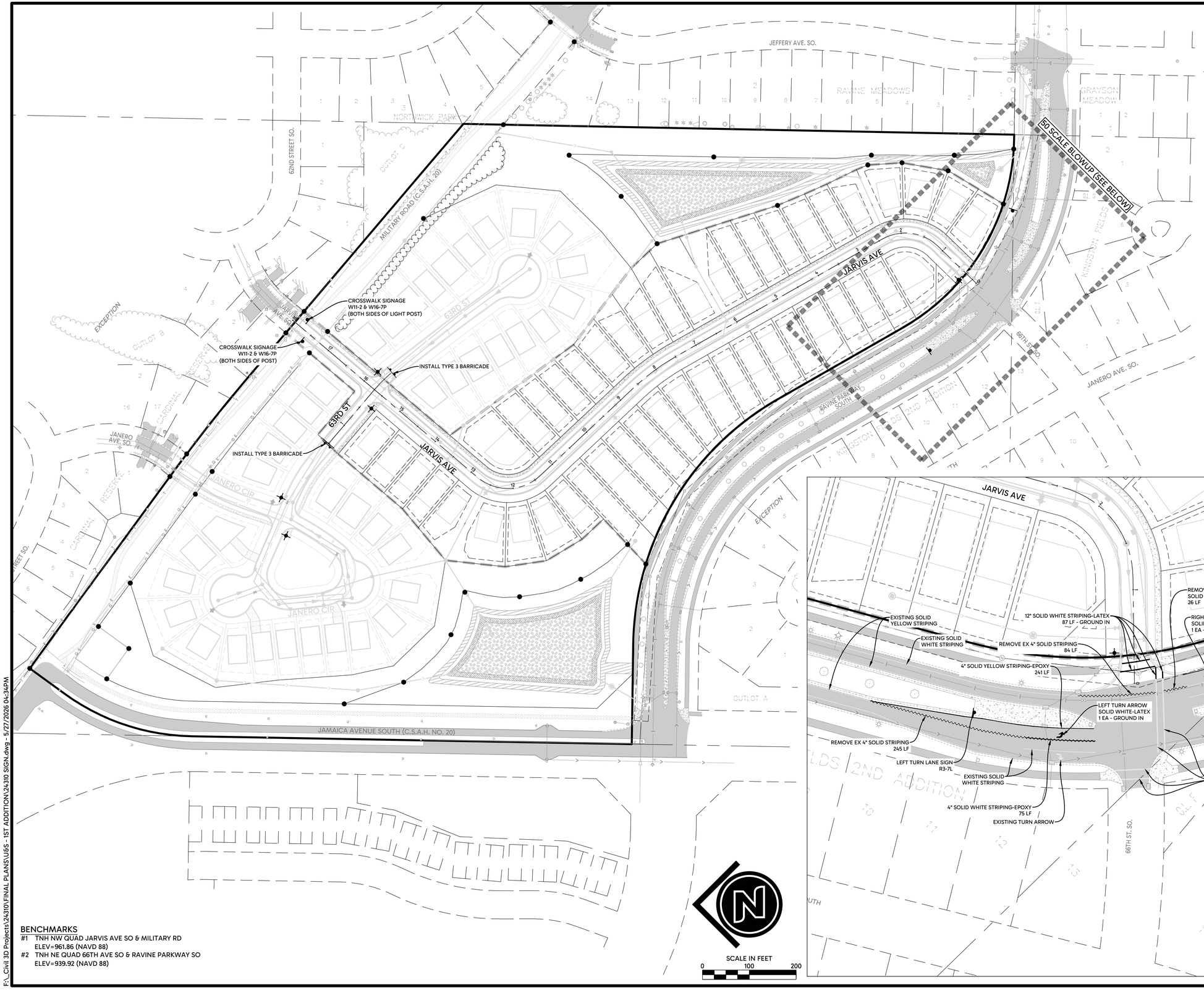


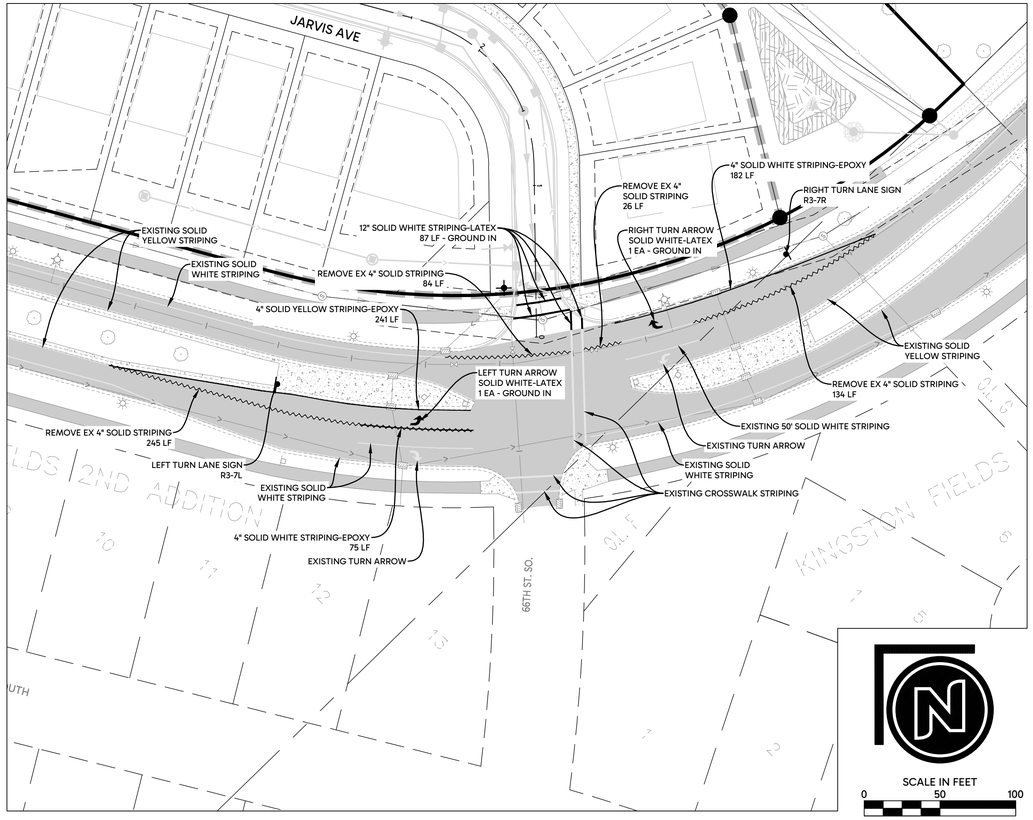


## LEGEND

- PROPOSED STREET & STOP SIGN LOCATION (6' BOC)
- PROPOSED SIGNAGE
- PROPOSED TYPE 3 BARRICADE
- PROPOSED OPEN SPACE MARKER

## BENCHMARKS

#1 TNH NW QUAD JARVIS AVE SO & MILITARY RD
ELEV=961.86 (NAVD 88)

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# RAVINE RIDGE

COTTAGE GROVE, MINNESOTA

## FINAL STRIPING & SIGNAGE PLAN

FOR

M/I HOMES OF MPLS/ST. PAUL, LLC.

5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

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CTY

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PROJECT NO.
24310-00

C7.0

F:_Civil 3D Projects\24310\FINAL PLANS\U&S - 1ST ADDITION\24310 SIGN.dwg - 5/27/2026 04:34PM

## GENERAL UTILITY CONSTRUCTION NOTES:

1. SPECIFICATIONS:
THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COTTAGE GROVE, MINNESOTA.

2. EXISTING FACILITIES:
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO SANITARY AND STORM SEWER, WATERMAIN, NATURAL GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BETWEEN THE EXISTING UTILITIES AND THE PROPOSED CONSTRUCTION. THE ENGINEER IN COOPERATION WITH THE UTILITY COMPANIES, SHALL DETERMINE THE NECESSITY FOR ANY RELOCATION OF THESE FACILITIES.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FACILITIES SO THAT THEY WILL CONTINUE TO FUNCTION IN THEIR PROPER MANNER BOTH DURING CONSTRUCTION AND IN THE FUTURE. ANY SUPPORTING STRUCTURE THAT MAY BE REQUIRED BECAUSE OF THE CONTRACTOR'S OPERATION SHALL BE PROVIDED BY HIM.

THE CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY CONDITIONS SUCH AS SAND IN MANHOLES OR VALVE BOXES EXISTING PRIOR TO THE CONTRACTOR'S EXCAVATION. ONCE EXCAVATION HAS COMMENCED, IT WILL BE ASSUMED THAT ALL DAMAGE TO UNDERGROUND UTILITIES HAS BEEN CAUSED BY THE CONTRACTOR'S OPERATIONS AND IT WILL BE HIS RESPONSIBILITY TO MAKE THE NECESSARY REPAIRS.

3. CONTRACTOR RESPONSIBILITIES:
THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR RECEIVING WATER FROM PUBLIC OR PRIVATE SOURCES AND SECURE NECESSARY PERMITS AND PAY REGULAR CHARGES. ALL CITY WATER SHALL BE METERED. DISPOSAL OF ANY WASTE WATER OR ANY TEST WATER INTO THE CITY SANITARY SEWER SYSTEM IS SUBJECT TO CITY CHARGE. CONTRACTORS ARE NOT TO OPERATE GATE VALVES OR HYDRANTS ON CITY WATER SUPPLY.

THE CITY ENGINEER AND THE ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WORK. CONTRACTORS SHALL BE SUBJECT TO SHUT DOWN IF PROPER NOTIFICATION IS NOT GIVEN TO THE ENGINEER.

CITY STREETS THAT ARE UTILIZED FOR INGRESS TO OR EGRESS FROM THE CONSTRUCTION SITE SHALL BE KEPT FREE OF DIRT AND OTHER DEBRIS RESULTING FROM SAID CONSTRUCTION.

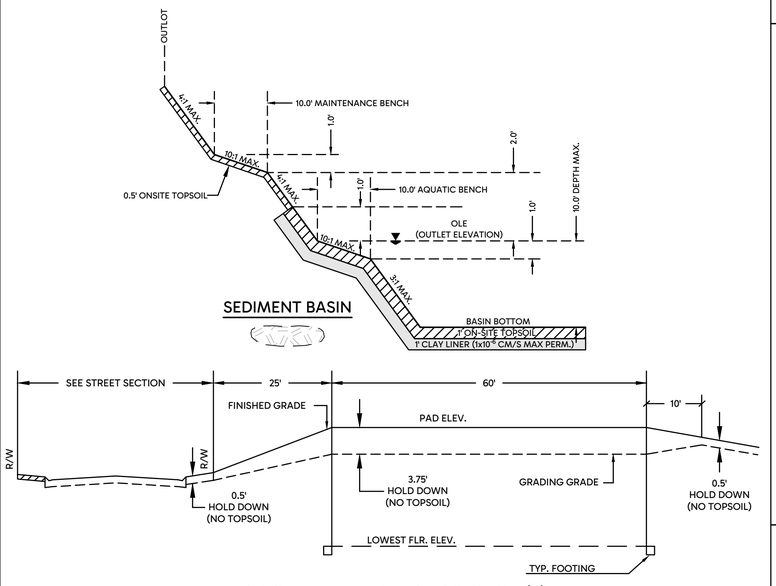
THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ADEQUATE STORM DRAINAGE PROTECTION OF THE SITE IN ORDER TO PREVENT EROSION AND SILTING OF ON-SITE AND OFF-SITE AREAS. THIS SHALL BE ACCOMPLISHED BY PLACEMENT OF HAY BALES OR FILTER FABRIC FENCE AROUND THE DRAINAGE INLETS AND OUTLETS AND BY CONSTRUCTION OF DITCHES, BERMS, DEBRIS BASINS, FILTER FABRIC FENCING AND BY ANY OTHER ON-SITE PROTECTION AS DETERMINED BY THE ENGINEER. UNLESS SPECIFICALLY CALLED OUT AS A BID ITEM ON THE BID FORM, ANY TEMPORARY DITCHING, CULVERTS, HAY BALES, AND FILTER FABRIC FENCE NECESSARY TO ACCOMPLISH THIS SHALL BE AT THE CONTRACTOR'S EXPENSE.

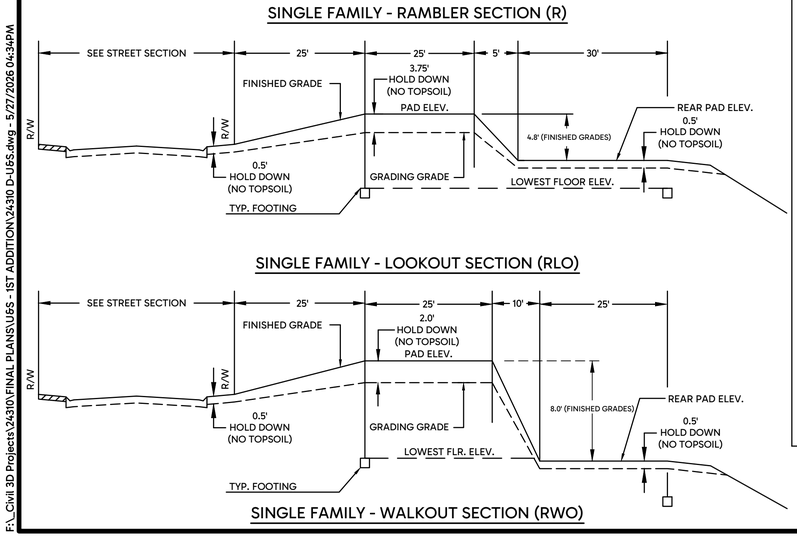
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT AND LEAVE UNDISTURBED THOSE MARKERS OR MONUMENTS SET FOR THE SUBDIVISION OF LAND.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO UTILIZE THE "GOPHER STATE ONE CALL" EXCAVATION NOTICE SYSTEM AS REQUIRED UNDER MINNESOTA STATUTE CHAPTER 216D, 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION (PHONE 651-454-0002 IN THE TWIN CITIES METRO AREA OR TOLL FREE 1-800-252-1166).

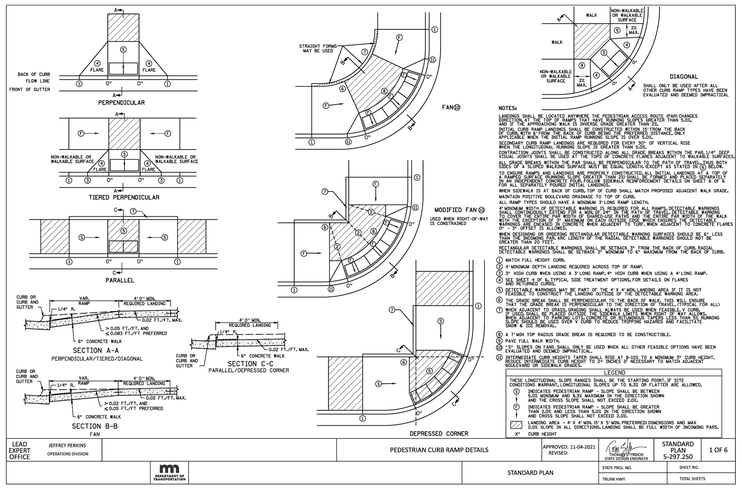
4. COMPACTION:
DENSITY TESTS SHALL BE TAKEN ON ALL TRENCHES WITHIN THE STREET/PARKING CROSS SECTION AND THE PAD AREAS TO EVALUATE THE COMPACTION ACHIEVED DURING UTILITY CONSTRUCTION. WITHIN THE UPPER 3 FEET OF STREET SUBGRADE THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN ONE PERCENTAGE POINT OVER THE SOILS STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 100 % OF STANDARD PROCTOR DENSITY (AASHTO T-99) BE PROVIDED. WITHIN UTILITY TRENCHES IN OPEN SPACE AREAS (PAD AREAS) AND AREAS BELOW THE UPPER 3 FEET OF STREET SUBGRADE, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN THREE PERCENTAGE POINTS OVER THE SOILS STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 95 % OF STANDARD PROCTOR DENSITY BE PROVIDED. THE SURFACE OF ALL UTILITY TRENCHES SHALL BE FINISHED GRADED TO THE ELEVATIONS AS STAKED BY THE ENGINEER TO WITHIN A TOLERANCE OF ±0.3' IN OPEN SPACE AREAS AND ± 0.1' WITHIN STREET RIGHT OF WAYS. THE DENSITY WILL BE TESTED BY AN APPROVED TESTING LABORATORY. AN APPROVED TESTING METHOD WHICH UTILIZES A NUCLEAR DENSITY METER MAY BE USED FOR THE DENSITY TESTS. THE LOCATION OF THE TESTS WILL BE AT THE DIRECTION OF THE ENGINEER.

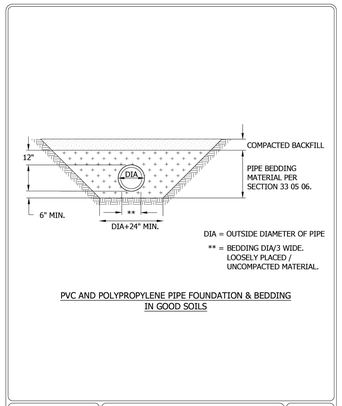
THE OWNER SHALL BEAR ALL COSTS OF THE TESTING. ANY AREAS WHICH FAIL TO MEET THE COMPACTION REQUIREMENTS OUTLINED IN THIS SECTION SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. ALL COSTS FOR ANY RE-TESTING ASSOCIATED WITH ANY CORRECTIVE WORK SHALL BE AT THE EXPENSE OF THE CONTRACTOR.




F:_Civil 3D Projects\24310\FINAL PLANS\U65 - 1ST ADDITION\24310 D-U65.dwg - 5/27/2026 04:34PM


PERPENDICULAR
TIERED PERPENDICULAR
PARALLEL
SECTION A-A
PERPENDICULAR/TIERED/DIAGONAL
SECTION C-C
PARALLEL/DEPRESSED CORNER
SECTION B-B
FAN
FAN ③
MODIFIED FAN ③
USED WHEN RIGHT-OF-WAY IS CONSTRAINED
DIAGONAL
SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL
DEPRESSED CORNER
NOTES:
LANDING SHALL BE LOCATED APPHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CROSSES THE CURB LINE. GRADE BREAKS BETWEEN THE PAR AND THE LANDING SHALL BE PERPENDICULAR TO THE DIRECTION OF THE PAR.
INITIAL CURB RAMP LANDING SHALL BE CONSTRUCTED AT GRADE IN FRONT OF THE RAMP.
SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE (CONSTRUCTION JOINTS SHALL BE CONSTRUCTED ALONG ALL CURB RAMP BREAKS WITHIN THE PAR.) 1/4" DEEP TOOLED CONTROL JOINTS SHALL BE TOOLED SPACED AT 4' MAXIMUM SPACING. CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.
THEY WITH STEPS OR SLOPES WALKING SURFACES MUST BE EQUAL LENGTH.
TO ENSURE INITIAL RAMP END INSTALL LANDINGS ARE PROVIDED CONSTRUCTED LANDINGS SHALL BE PLACED AT THE TOP AND BOTTOM OF EACH CURB RAMP AND WHERE REQUIRED AT THE TOP OF THE SLOPE INTERSECTIONS.
TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.
ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
A MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE RAMP, EXCLUDING FLARES, AND SHALL BE LOCATED SO THAT THE EDGE NEAREST THE STREET IS WITHIN 6" OF THE EDGE OF THE DETECTABLE WARNING SHALL BE 2' WIDE WITH THE LENGTH




PVC AND POLYPROPYLENE PIPE FOUNDATION & BEDDING IN GOOD SOILS

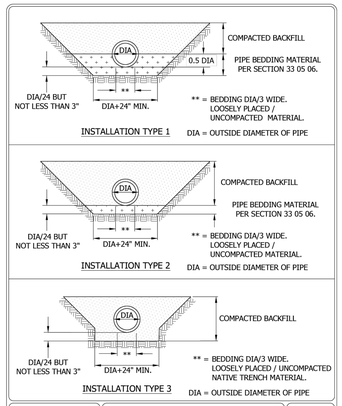
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
PIPE FOUNDATION & BEDDING METHOD FOR PVC & POLYPROPYLENE PIPE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. BED-1

48_BED1.DWG



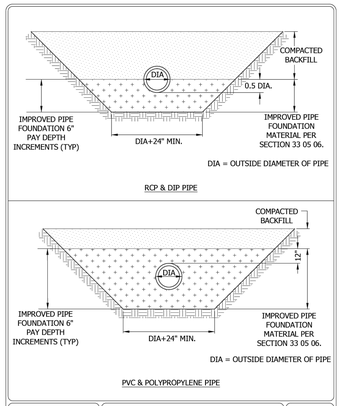

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
PIPE FOUNDATION & BEDDING METHODS FOR RCP & DIP
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. BED-2

48_BED2.DWG



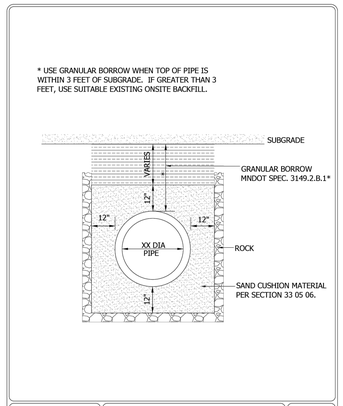

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
IMPROVED FOUNDATION FOR RCP, DIP, PVC, POLYPROPYLENE PIPE TRENCH
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. BED-3

48_BED3.DWG



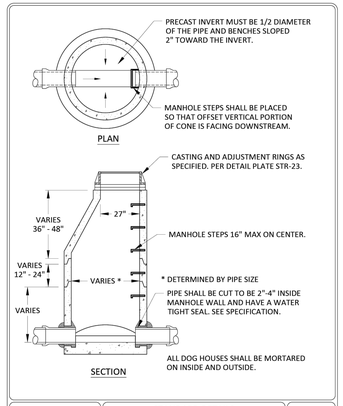

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
PVC, POLYPROPYLENE, RCP AND DIP PIPE BEDDING IN ROCK
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. BED-4

48_BED4.DWG



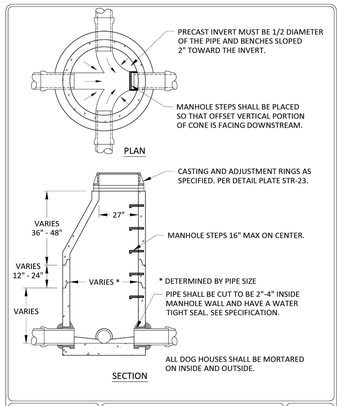

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
SANITARY SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SAN-1

48_SAN1.DWG



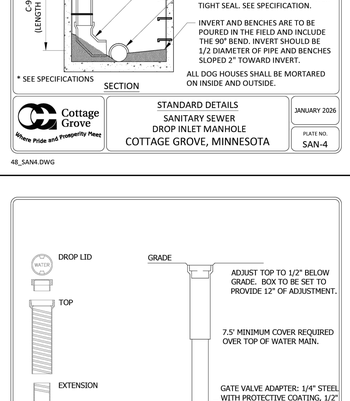

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
SANITARY SEWER JUNCTION MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SAN-2

48_SAN2.DWG



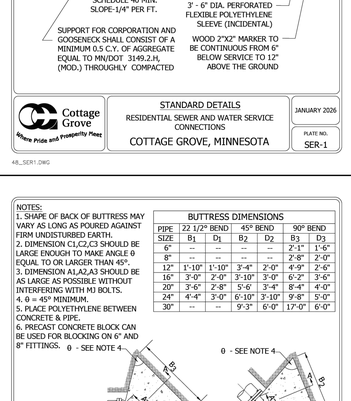

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
SANITARY SEWER DROP INLET MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SAN-4

48_SAN4.DWG



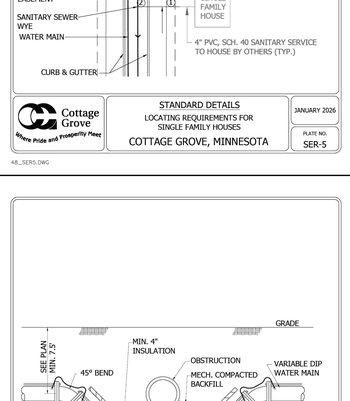

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
RESIDENTIAL SEWER AND WATER SERVICE CONNECTIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SER-1

48_SER1.DWG



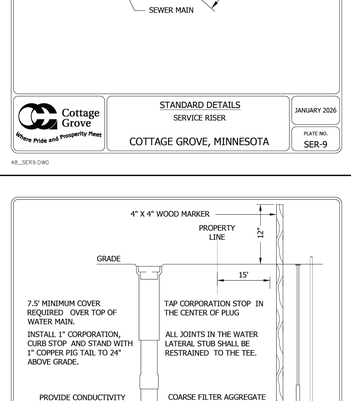

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
LOCATING REQUIREMENTS FOR SINGLE FAMILY HOUSES
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SER-5

48_SER5.DWG



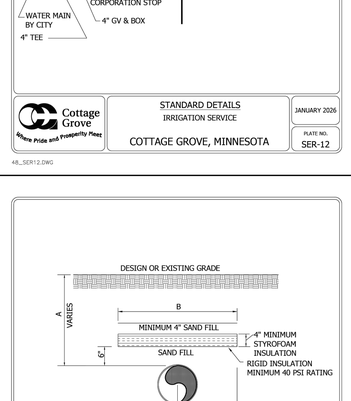

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
SERVICE RISER
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SER-9

48_SER9.DWG



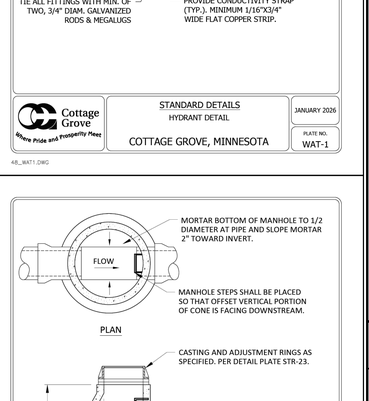

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
IRRIGATION SERVICE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. SER-12

48_SER12.DWG



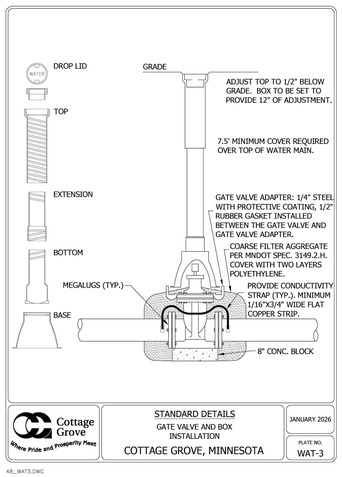

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
HYDRANT DETAIL
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-1

48_WAT1.DWG



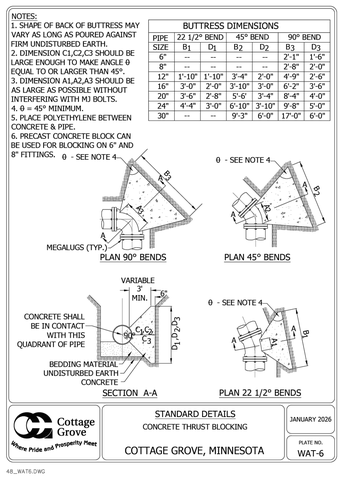

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
GATE VALVE AND BOX INSTALLATION
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-3

48_WAT3.DWG



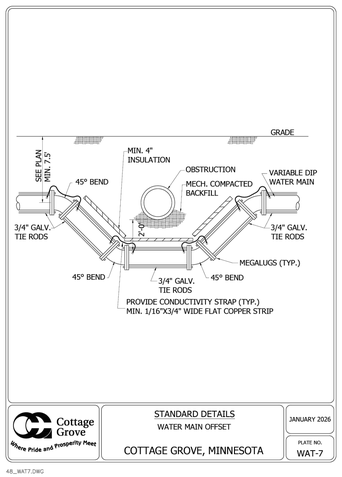

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
CONCRETE THRUST BLOCKING
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-6

48_WAT6.DWG



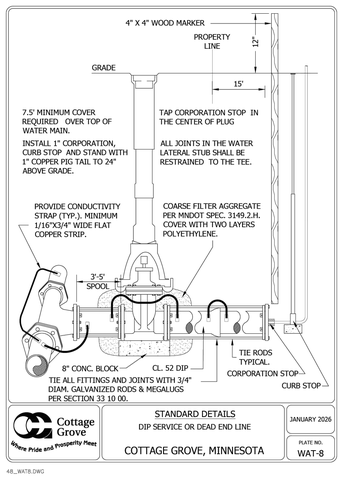

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
WATER MAIN OFFSET
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-7

48_WAT7.DWG



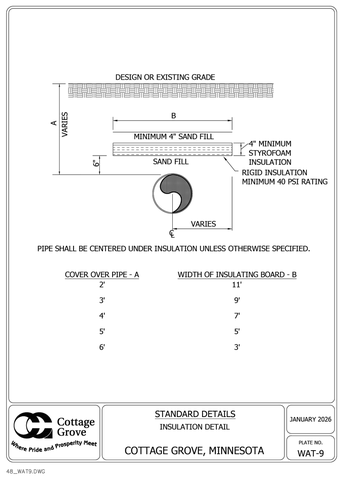

Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
DIP SERVICE OR DEAD END LINE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-8

48_WAT8.DWG




| COVER OVER PIPE - A | WIDTH OF INSULATING BOARD - B |
|---|---|
| 2' | 11' |
| 3' | 9' |
| 4' | 7' |
| 5' | 5' |
| 6' | 3' |

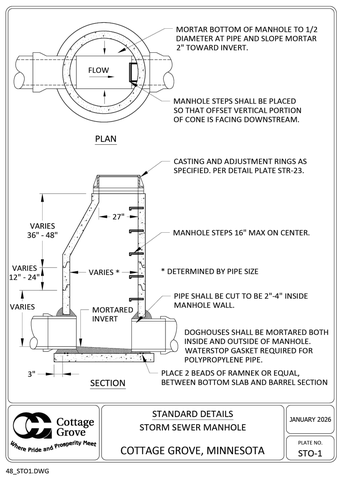
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
INSULATION DETAIL
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. WAT-9

48_WAT9.DWG




Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
STORM SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2026

PLATE NO. STO-1

48_STO1.DWG

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
Kurt@mnhill.com
www.mnhill.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. CHANCE, P.E.
Reg No. 24676
Date: 05/29/2026

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

FINAL CONSTRUCTION DETAILS

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
24310 D-U&S

PROJECT NO.
24310-00

C8.1

F:_Civil 3D Projects\24310\FINAL PLANS\U&S - 1ST ADDITION\24310 D-U&S.dwg - 5/27/2026 04:34PM

| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>STORM SEWER<br>JUNCTION MANHOLE<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-2 |

48_STO2.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>STORM SEWER JUNCTION MANHOLE<br>WITH REINFORCED TOP SLAB<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-3 |

48_STO3.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>CATCH BASIN MANHOLE<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-5 |

48_STO5.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>CATCH BASIN MANHOLE WITH SUMP<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-6 |

48_STO6.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>CATCH BASIN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-7 |

48_STO7.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>OFF STREET CATCH BASIN<br>WITH CONCRETE STOOL GRATE FRAME<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-9 |

48_STO9.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>SHALLOW OFF STREET CATCH BASIN<br>WITH CONCRETE STOOL GRATE FRAME<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-10 |

48_STO10.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>FLARED END SECTION AND<br>TRASH GAURD<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-11 |

48_STO11.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>RIPRAP AT FLARED END SECTION<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-12 |

48_STO12.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>STANDARD OVERFLOW STRUCTURE<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STO-18 |

48_STO18.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>TYPICAL PUBLIC STREET SECTION<br>RESIDENTIAL (28' F-F)<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-1 |

48_STR1.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>TYPICAL CUL-DE-SAC SECTIONS<br>RESIDENTIAL (28' F-F)<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-4 |

48_STR4.DWG

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| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>TYPICAL BITUMINOUS TRAIL AND<br>CONCRETE SIDEWALK SECTIONS<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-9 |

48_STR9.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>CURB AND GUTTER<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-10 |

48_STR10.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>WATER AND SEWER SERVICE<br>LOCATION STAMP IN CURB<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-11 |

48_STR11.DWG




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|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>CONCRETE CURB AND GUTTER<br>TRANSITION<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-12 |

48_STR12.DWG




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|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>SURMOUNTABLE CURB AND GUTTER<br>CONSTRUCTION AT CATCHBASIN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-13 |

48_STR13.DWG




| | | |
|---|---|---|
| Cottage Grove — Where Pride and Prosperity Meet | STANDARD DETAILS<br>B618 CURB AND GUTTER<br>CONSTRUCTION AT CATCHBASIN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO.<br>STR-14 |

48_STR14.DWG


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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. CHANCE, P.E.
Date: 05/29/2026 Reg.No. 24676

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

# FINAL CONSTRUCTION DETAILS

DRAWN BY
CTY

DATE
05/27/2026

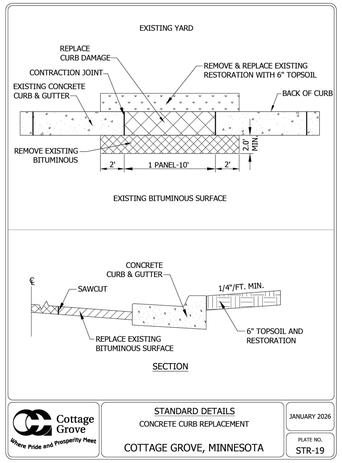
REVISIONS

CAD FILE
24310 D-U&S

PROJECT NO.
24310-00

C8.2

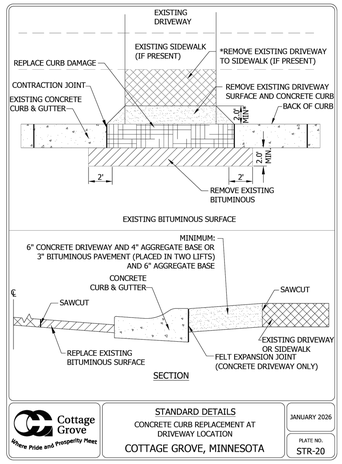
F:_Civil 3D Projects\24310\FINAL PLANS\U&S - 1ST ADDITION\24310 D-U&S.dwg - 5/27/2026 04:34PM




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CONCRETE CURB REPLACEMENT<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-19 |
|---|---|

48_STR19.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CONCRETE CURB REPLACEMENT AT DRIVEWAY LOCATION<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-20 |
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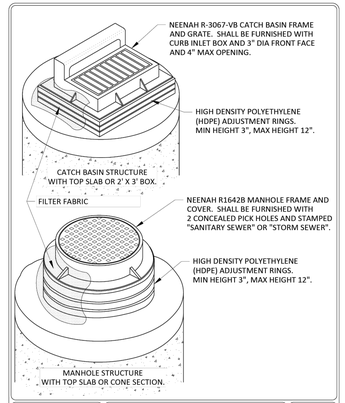
48_STR20.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CATCHBASIN AND MANHOLE ADJUSTMENT<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-23 |
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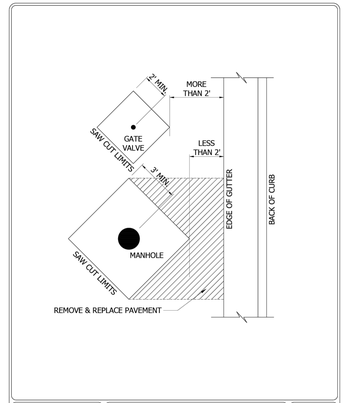
48_STR23.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>STRUCTURE ADJUSTMENT PATCH (BITUMINOUS OR CONCRETE)<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-25 |
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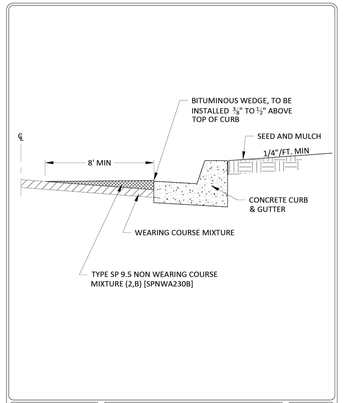
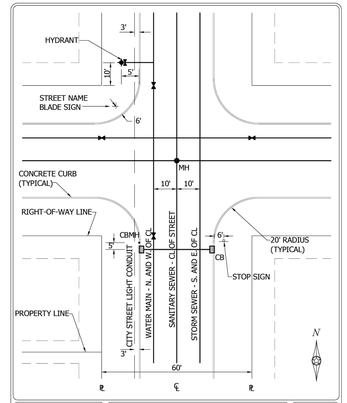
48_STR25.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CONCRETE CURB PROTECTION BITUMINOUS WEDGE<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-26 |
|---|---|

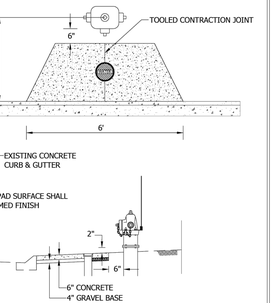
48_STR26.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>TYPICAL UTILITY LOCATIONS<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-28 |
|---|---|

48_STR28.DWG

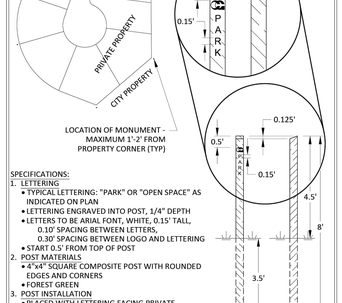



STANDARD CONSTRUCTION NOTES FOR STREET NAME SIGNS
1. ALL STREET SIGNS SHALL BE 3M DIAMOND GRADE DG3 DOUBLE-FACED EXTRUDED BLADES..
2. FIRST LETTER OF SUFFIX SHALL BE UPPERCASE WITH ALL REMAINING LETTERS TO BE LOWERCASE
3. ADDRESS NUMBERS FOR STREET NAME BLADES WILL BE PROVIDED AT A LATER DATE.
4. ALL PUBLIC STEET NAME BLADES SHALL BE "GREEN" IN COLOR. LETTERING ON ALL STREET NAME BLADES SHALL BE HIGH INTENSITY, "WHITE" IN COLOR.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>STREET NAME BLADE SIGNS<br>PUBLIC STREETS<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-29 |
|---|---|

48_STR29.DWG

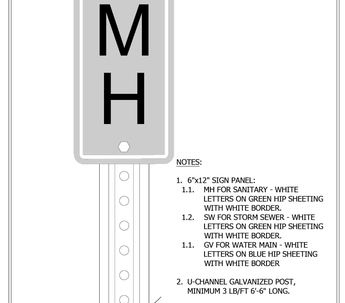



NOTES:
1. SIGN SIZE SHALL BE 18"X24".
2. LETTERS TO BE BLACK ON A WHITE BACKGROUND.
3. THE SIGN IS TO BE MOUNTED ON THE PERMANENT BARRICADES.
4. THE TEXT HEIGHT SHALL BE 4"

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>FUTURE ROAD EXTENSION SIGN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-31 |
|---|---|

48_STR31.DWG

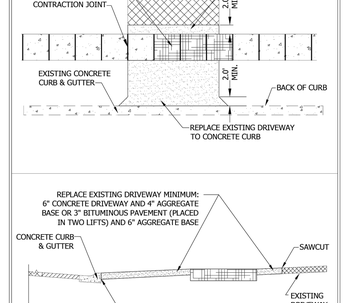



NOTES:
1. THE PLACEMENT OF THE BARRICADE SHALL BE 10'-0" FROM THE END OF THE BITUMINOUS ROAD WITH THE BARRICADE CENTERED ON THE ROADWAY FACING THE FLOW OF TRAFFIC. BARRICADES SHALL BE PLACED WITH MAXIMUM 6' SPACING AND SHALL SPAN ENTIRE ROADWAY WIDTH.
2. ONLY ONE "END OF ROAD MARKER" REQUIRED PER STREET.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>PERMANENT BARRICADE<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-32 |
|---|---|

48_STR32.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>PRIVATE UTILITY CONDUIT CROSSING<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-34 |
|---|---|

48_STR34.DWG




NOTES:
1. REMOVE AND REPLACE EXISTING STREET SECTION 2' WIDER THAN EXCAVATION.
2. MATCH EXISTING DEPTH OF MATERIALS.

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>BITUMINOUS REMOVAL LIMITS<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-35 |
|---|---|

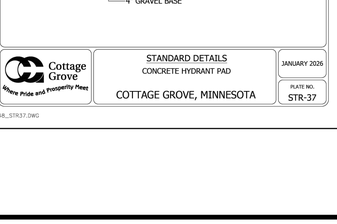
48_STR35.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>TYPICAL TRAFFIC SIGN INSTALLATION MEDIAN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-36 |
|---|---|

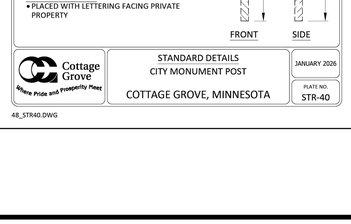
48_STR36.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CONCRETE HYDRANT PAD<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-37 |
|---|---|

48_STR37.DWG

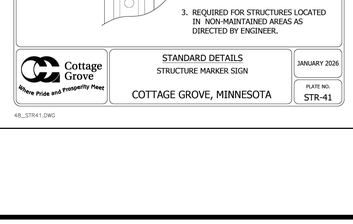



SPECIFICATIONS:
1. LETTERING
   - TYPICAL LETTERING: "PARK" OR "OPEN SPACE" AS INDICATED ON PLAN
   - LETTERING ENGRAVED INTO POST, 1/4" DEPTH
   - LETTERS TO BE ARIAL FONT, WHITE, 0.15' TALL, 0.10' SPACING BETWEEN LETTERS, 0.30' SPACING BETWEEN LOGO AND LETTERING
   - START 0.5' FROM TOP OF POST
2. POST MATERIALS
   - 4"x4" SQUARE COMPOSITE POST WITH ROUNDED EDGES AND CORNERS
   - FOREST GREEN
3. POST INSTALLATION
   - PLACED WITH LETTERING FACING PRIVATE PROPERTY

Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CITY MONUMENT POST<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-40 |
|---|---|

48_STR40.DWG

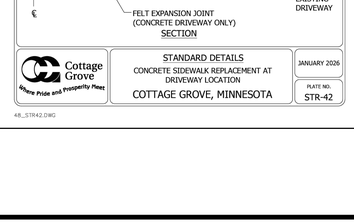



NOTES:
1. 6"x12" SIGN PANEL:
   1.1. MH FOR SANITARY - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
   1.2. SW FOR STORM SEWER - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
   1.1. GV FOR WATER MAIN - WHITE LETTERS ON BLUE HIP SHEETING WITH WHITE BORDER
2. U-CHANNEL GALVANIZED POST, 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<br>STRUCTURE MARKER SIGN<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-41 |
|---|---|

48_STR41.DWG




Cottage Grove — Where Pride and Prosperity Meet

| STANDARD DETAILS<br>CONCRETE SIDEWALK REPLACEMENT AT DRIVEWAY LOCATION<br>COTTAGE GROVE, MINNESOTA | JANUARY 2026<br>PLATE NO. STR-42 |
|---|---|

48_STR42.DWG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www.mnhill.com


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

KURT D. CHANCE, P.E.
Reg.No.... 24676
Date:... 05/29/2026

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# FINAL CONSTRUCTION DETAILS

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
CTY

DATE
05/27/2026

REVISIONS

CAD FILE
24310 D-U&S

PROJECT NO.
24310-00

C8.3

F:_Civil 3D Projects\24310\FINAL PLANS\U&S - 1ST ADDITION\24310 D-U&S.dwg - 5/27/2026 04:34PM

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KurtQ@mnhill.com
www.mnhill.com

HILL INCORPORATED

# ELECTRICAL SYMBOL SCHEDULE

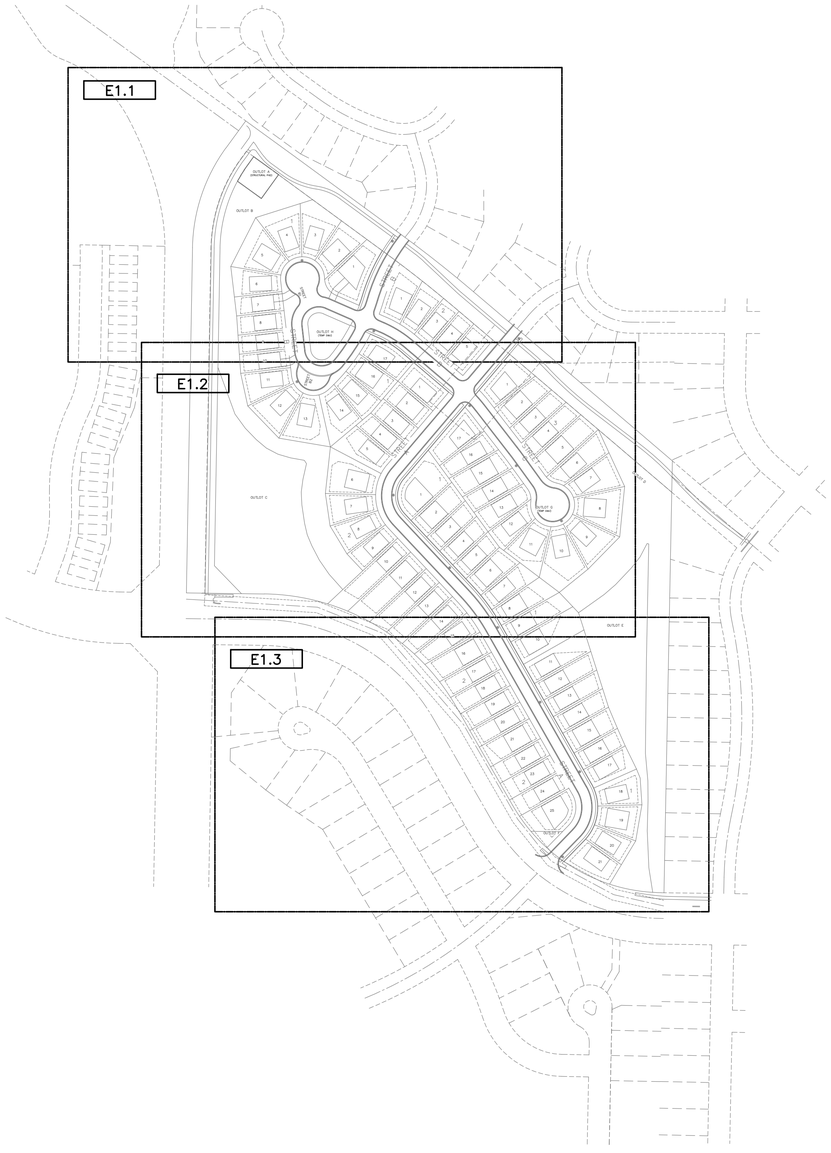
| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|---|---|---|---|
| **LIGHTING** | | **POWER** | |
| | EXTERIOR POLE BASE | | LIGHTING SERVICE CABINET |
| A | LIGHT FIXTURE TYPE | P | UTILITY PEDESTAL |
| 1 | CIRCUIT NUMBER | **NOTING** | |
| | UNDERGROUND CONDUIT AND WIRE | 1 | DRAWING CHANGE |
| | CONDUIT CROSSING | 1 | SPECIFIC ELECTRICAL NOTE |

## LIGHTING SERVICE CABINET SCHEDULE

| PANEL NO. | VOLTAGE | MOUNTING | AIC | MAIN / RATING | # OF CCTS | BREAKERS DISC REQUIRED | FEEDER FROM | NOTES |
|---|---|---|---|---|---|---|---|---|
| LSC11 | 120/240V 1PH, 3W | SURFACE | 42K | 100A MCB | 1 | (5) 30/2<br>(1) 15/1 | 1 1/4"C-3#3 FROM UTILITY PED. | 1 |

LIGHTING SERVICE CABINET SCHEDULE NOTES

1. PROVIDE ADDITIONAL CONTACTOR 30A/4P W/ 120VAC COIL.




1 OVERALL SITE LIGHTING PLAN
NOT TO SCALE

## GENERAL ELECTRICAL SITE NOTES

A. PROVIDE LIGHTING SERVICE CABINETS, CONCRETE PADS AND CONDUITS PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS. COORDINATE INSTALLATION PER LOCAL UTILITY REQUIREMENTS.

B. PROVIDE STREET LIGHT BASES PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS. REFER TO DETAILS.

C. CIRCUIT NUMBERS SHOWN ARE FOR REFERENCE ONLY. PROVIDE 2#6 AND 1#6 GROUND CONDUCTOR PER CIRCUIT.

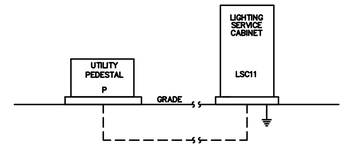
D. OBTAIN POWER FROM LIGHTING SERVICE CABINET LSC11 UNLESS NOTED OTHERWISE.

E. ITEMS SHOWN IN GRAY DENOTE EXISTING ELECTRICAL EQUIPMENT.

F. CONDUITS SHALL BE INSTALLED NO CLOSER THAN 12" FROM BACK OF CURB AND NO FURTHER THAN 24" FROM BACK OF CURB. PER CITY OF COTTAGE GROVE ENGINEERING REQUIREMENTS.

## ◇SPECIFIC ELECTRICAL SITE NOTES

1. PROVIDE LIGHTING SERVICE CABINET PER THE CITY OF COTTAGE GROVE ENGINEERING STANDARDS.
2. MOUNT SERVICE CABINET NO MORE THAN 15 FEET FROM A UTILITY PEDESTAL.
3. COORDINATE LOCATION OF UTILITY PEDESTAL WITH UTILITY COMPANY.
4. PROVIDE EMPTY CONDUIT FOR FUTURE EXPANSION.
5. PROVIDE A HANDHOLE PER THE CITY OF COTTAGE GROVE REQUIREMENTS.




2 ELECTRICAL RISER DIAGRAM
NO SCALE

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.

Richard D. Becker

Date: 05/27/2026 Reg.No. 53700

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

ELECTRICAL TITLE SHEET

FOR M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
JLA

DATE
05/27/2026

REVISIONS

CAD FILE

PROJECT NO.
MIH202601

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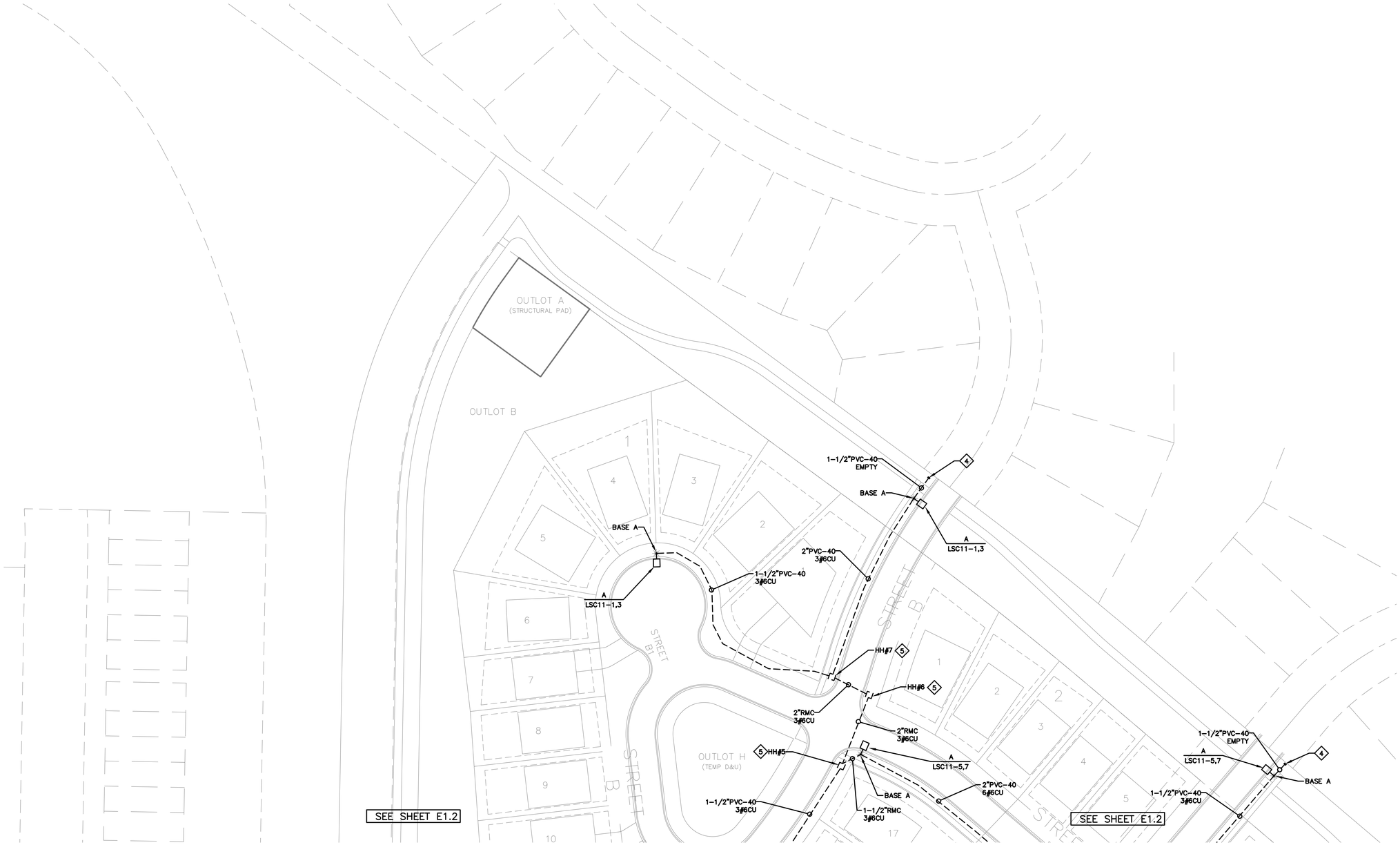
Minneapolis, MN 55429




## 1 PARTIAL SITE LIGHTING PLAN
SCALE: 1" = 50'-0"

REFER TO SHEET E1.0 FOR NOTES

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KurtQ@mnhill.com
www.mnhill.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Richard D. Becker

Date: 05/27/2026 Reg.No. 53700

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

STREET LIGHTING PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
JLA

DATE
05/27/2026

REVISIONS

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PROJECT NO.
MIH202601

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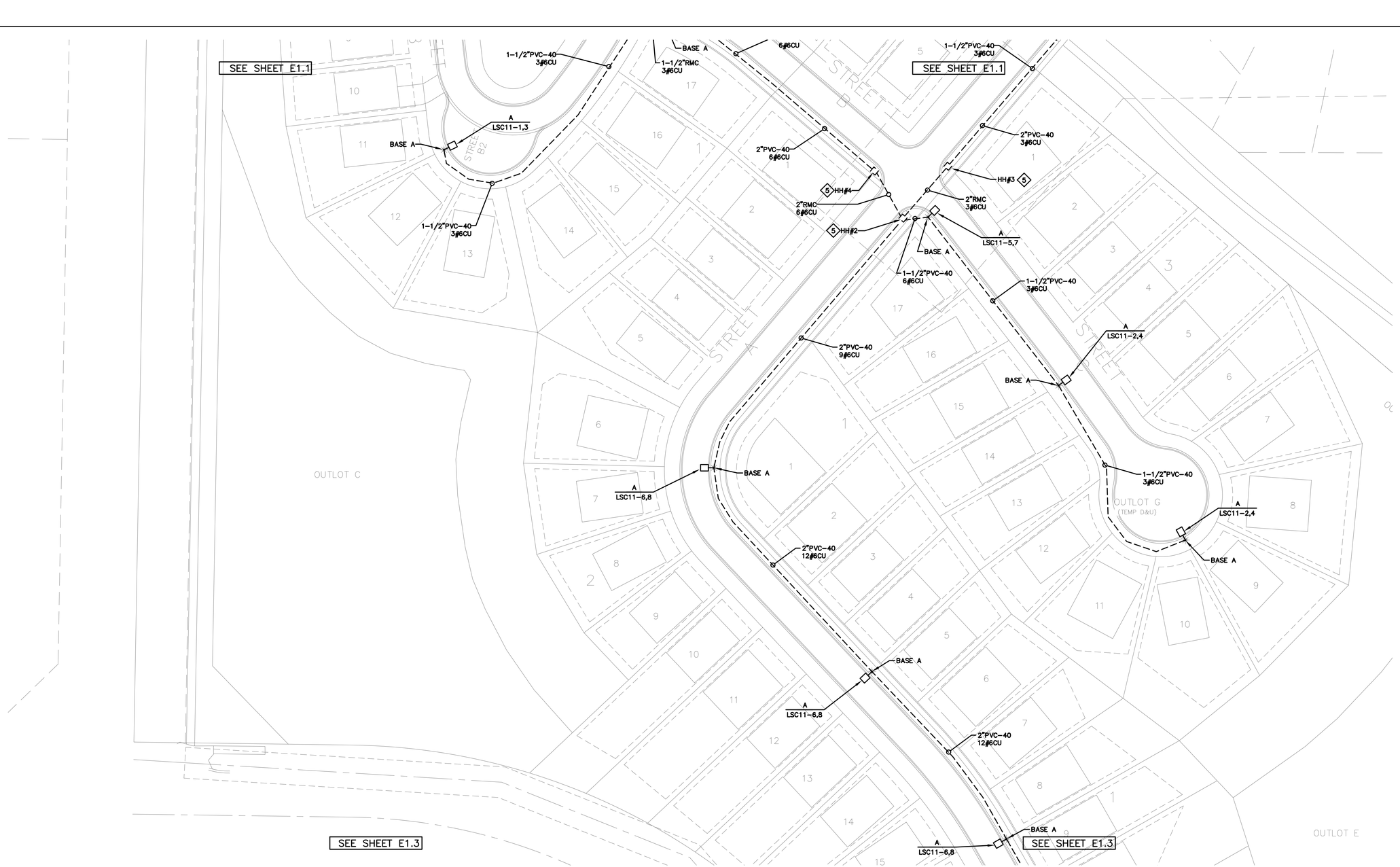


1 **PARTIAL SITE LIGHTING PLAN**
SCALE: 1" = 50'-0"

REFER TO SHEET E1.0 FOR NOTES


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Richard D. Becker
Date: 05/27/2026 Reg.No. 53700

RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

STREET LIGHTING PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
JLA

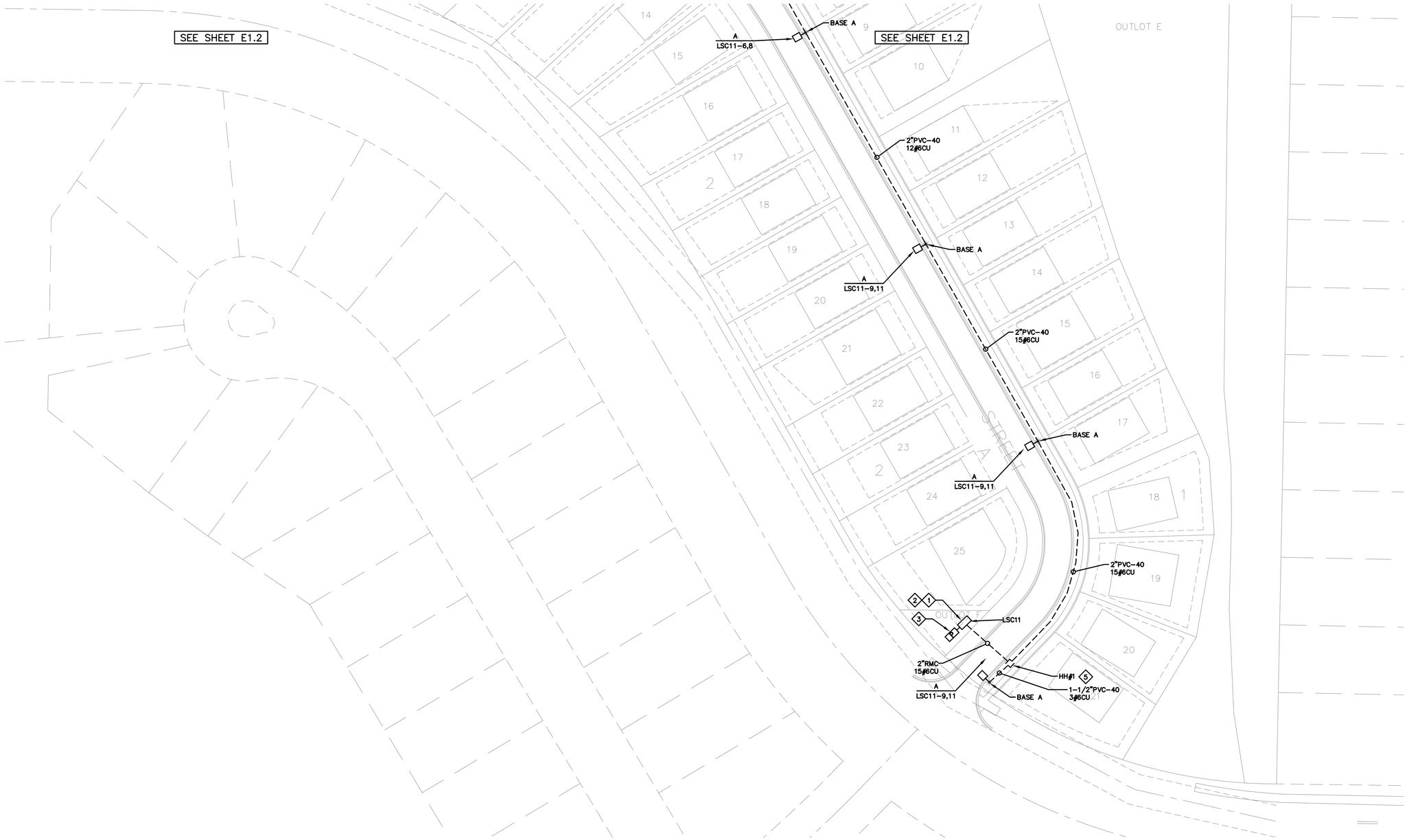
DATE
05/27/2026

REVISIONS

CAD FILE

PROJECT NO.
MIH202601

E1.2




1 **PARTIAL SITE LIGHTING PLAN**
SCALE: 1" = 50'–0"

REFER TO SHEET E1.0 FOR NOTES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KurtQ@mnhill.com
www.mnhill.com


I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Richard D. Becker
Date: 05/27/2026 Reg.No. 53700

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# STREET LIGHTING PLAN

FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
JLA

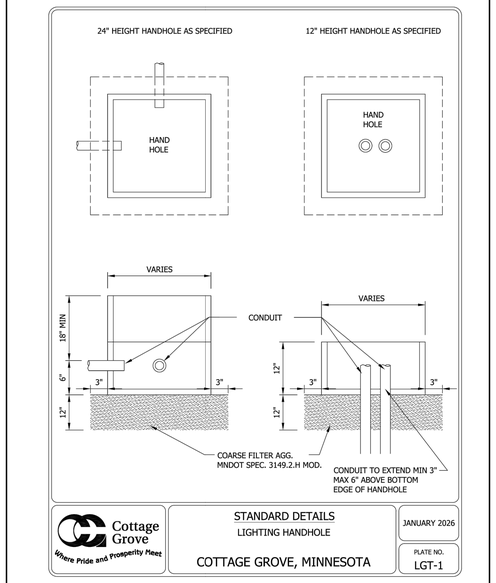
DATE
05/27/2026

REVISIONS

CAD FILE

PROJECT NO.
MIH202601

E1.3

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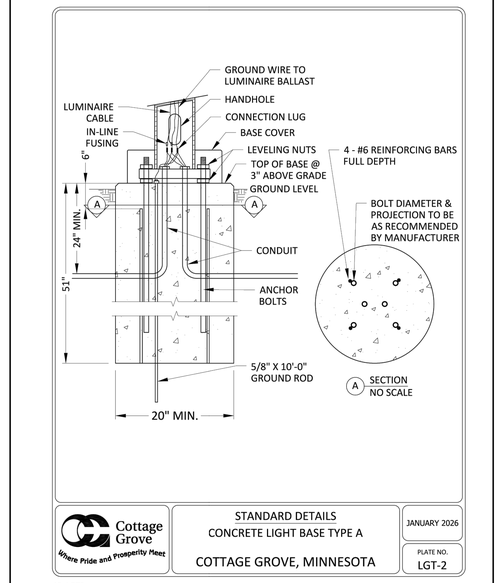


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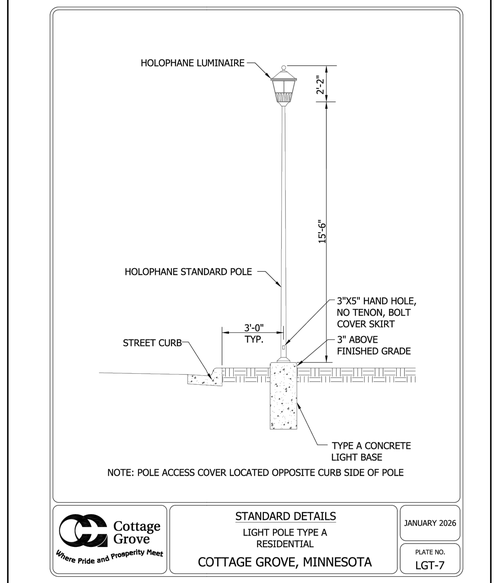


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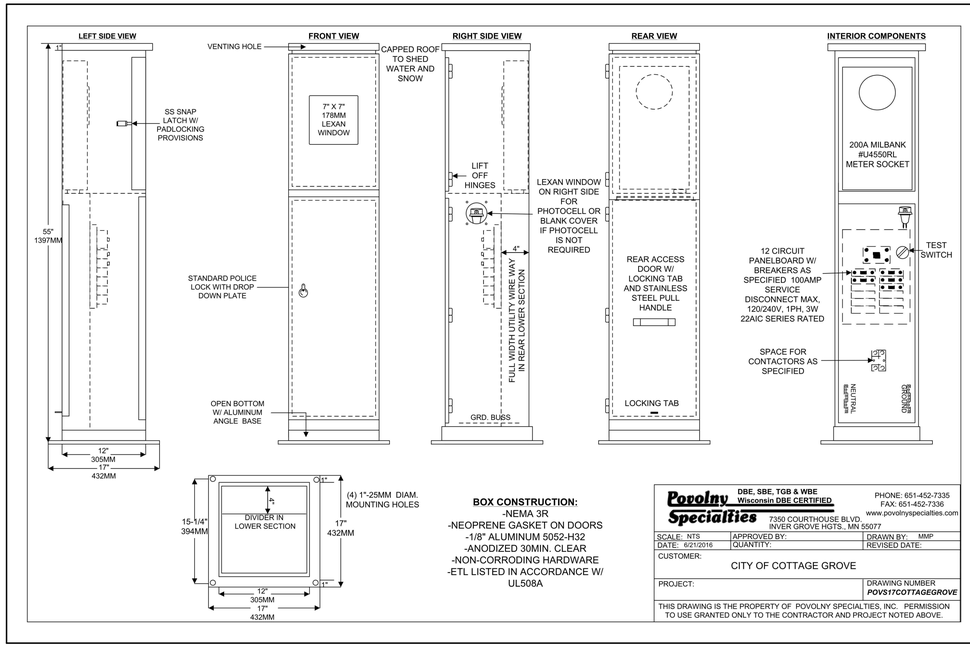


STEEN ENGINEERING
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Minneapolis, MN 55429

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2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
KurtQ@mnhill.com
www.mnhill.com

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

Richard D. Becker
Date: 05/27/2026 Reg.No. 53700

# RAVINE RIDGE
COTTAGE GROVE, MINNESOTA

# ELECTRICAL DETAILS
FOR
M/I HOMES OF MPLS/ST. PAUL, LLC.
5354 PARKDALE DRIVE #100, ST. LOUIS PARK, MN 55416

DRAWN BY
JLA

DATE
05/27/2026

REVISIONS

CAD FILE

PROJECT NO.
MIH202601

E2.0

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**: 07/01/2026

**To**: Paul Sponholz, PE

**From:** Mike Boex, PE

**Subject**: Ravine Ridge (McHattie) Plan Review
City of Cottage Grove, MN
Project No.: 26X.142253.000

This memo summarizes the review of the Ravine Ridge Phae 1 Construction documents, submitted by Hill Incorporated, dated 5/27/2026.

**Construction Plans**

Sheet C4.0:

1. When a water service needs to be installed under the storm sewer, provide 24" minimum clearance to avoid the use of insulation. If less than 24" of clearance is provided, the City of Cottage Grove requires insulating boards over the services.
2. Evaluate adjusting sewer manhole #4 to straighten the service on lot 15.
    a. Similarly, review SSWR-5 and lot 8. Straightening the services makes locating easier for city staff.
3. Add a water service from the main in Janero to Outlot A for use of the city parks department. As part of the PUD process, the city grants developers flexibility in return for something that provides a greater public benefit. The city expects the developer to pay for the design and installation of this service.

Sheet C4.1:

4. Sanitary structure SSWR-7 has an inside drop from multiple directions. Please evaluate the structure diameter for the manhole (refer to city standard detail SAN-4), and ensure the modified tee is accessible for jetting for each drop.
    a. Label this manhole in profile as having an inside drop per city detail SAN-4.
5. Clarify the intent of the two irrigation services.
    a. Attached to this memo is the original irrigation plan for Ravine Parkway. The City will need to understand how the proposed irrigation system will be modified for HOA ownership and where an irrigation cabinet will be placed. A private irrigation cabinet should be located outside of the right-of-way. Elements of the attached irrigation plan should be incorporated into the proposed plans to identify which portions of the system are connected to or disconnected from the existing system.



Bolton & Menk is an equal opportunity employer.

i. Notes should be included on the plan to maintain boulevard irrigation to the greatest extent possible during the construction of Jarvis Avenue and surrounding utilities. Temporary irrigation connections may be needed.

6. 63rd Street: Place temporary hydrants at the end of each 8" main (both east and west) instead of placing plugs, and label each as "temporary hydrant."

    a. The hydrant on the northeast quadrant of the intersection could be removed from the plan. Instead, in the second addition the temporary hydrant could be salvaged and reinstalled as a permanent hydrant one lot line to the east, between Lots 1&2 Block 3.

Sheet C5.0:

7. Increase the size of the text on the Outlet Control Structure detail so it is consistent with other text size on the plan and is more legible.

8. Remove the riprap from the proposed outlet structures.

Sheet C5.2:

9. Clarify if any special installation requirements are being considered for the proposed storm pipe with a 29% grade.

Sheet C5.3:

10. Increase the size of the text on the Outlet Control Structure details so they are consistent with other text size on the plan and is more legible.

11. OCS 102: Determine if grading around the structure can be modified such that it is more consistent with the other proposed outlet structures (front and back rim elevations being approximately 1-ft above adjacent grade).

12. Evaluate shifting storm manholes 104 and 105 a bit to the north with the castings remaining just south of the trail. Two of the three trees between STMH-105 and 104 should be replanted between the two storm manholes. 5-ft of horizontal separation between storm pipe and tree is desired. The tree west of STMH-105 should be replanted midway between the existing storm pipe and trail (5-ft min clear to each).

    a. Landscape plans should be updated to reflect replanting of these three trees.

13. The storm sewer installation will impact existing irrigation in the Ravine Parkway boulevard. Add a note that existing irrigation will be repaired.

Sheet C6.1:

14. Modify the existing note about Jarvis Avenue and Military Road to avoid potential confusion regarding final street improvements and any similar language in the Development Agreement, since final streets typically refer to placement of the final lift of wear course on the entire street.

    a. Modify "Final Street Construction (Curb and Sidewalk)" to "Street Construction (Curb and Sidewalk) across Military Road", or something similar.

    b. Change name of sheets.

Sheet C6.2:

15. A profile should be provided for the proposed trail construction, demonstrating ADA compliance.

    a. With the unknown timing of Phase 2 of the development, the trail elevations adjacent to Janero Avenue should be detailed out such that the trail works with the future street construction. The goal would be that the trail, if constructed prior to Janero Avenue,

could be sawcut and concrete pedestrian ramps and landings placed with no additional trail removal and patching.

b. When Military Road is removed, if Janero Avenue has not yet been installed as a part of Phase 2, install barricades and future road extension signs at the end of existing Janero Avenue per city standard details STR-31 and STR-32.

    i. A temporary turnaround per city standard detail STR-27 should be provided on existing Janero Avenue should Phase 2 not be completed prior to or in conjunction with the removal of Military Road.

Sheet C7.0:

16. Place a barricade at end of the Military Rd Trail near Jamaica Avenue if the County has not connected a trail to it by the time of installation.
17. Install Future Street Extension signs per city detail STR-31 on the barricades on 63rd Street.
18. For clarity, call out the stop signs in plan view that are to be placed on 63rd Street. While in the legend, it is preferred to label them similar to the crosswalk signage for future reference by city staff.
19. Place white latex crosswalk markings (not ground-in) across Jarvis Avenue at the Military Trail crossing. The crosswalk markings should be longitudinal bars as shown in the MUTCD Figure 3C-1. A note should be added that interim markings will be required when the wedge (per city detail STR-26) is placed so markings are present prior to final wear course.
20. At the intersection of Jarvis Avenue with Ravine Parkway, transverse crosswalk lines should be placed to match the existing crosswalk markings on the south side of that intersection. MUTCD Figure 3C-1.
21. Street name signs are required at Jarvis/Ravine Parkway and at Jarvis/63rd.

Sheet E1.1:

22. The streetlight plan should be revised to differentiate between Phase 1 and Phase 2.
23. Provide a wiring diagram for the planned circuit(s).
    a. Empty conduit with a pull string should be installed between the different feeds.
24. Clearly identify the existing streetlights on Jarvis and Janero that are being salvaged and relocated with the installation of the Military Avenue trail.
    a. Conduit noted for future expansion (keynote 4) should be connected to existing conduit to the north, at the location where the existing streetlights are salvaged.

Sheet E2.0:

25. Streetlights shall utilize city standard details LGT-8 and base LGT-3.

Sheet L1.3:

26. Trees in city property must conform to the attached species list. For example, the five trees in Outlot C along Jamaica should be replaced with an Oak species (Maple trees shall not be used).
27. Replace the proposed Red Pine with another coniferous species such as Black Hills Spruce for the screening along the east plat line and the vegetative buffer along Ravine Parkway. Red pine are fairly skinny and do not offer the buffer that a spruce does. These trees should be planted 20+ ft on center.

28. Replace Ohio Buckeye, which are toxic to humans and animals, with another species.
29. Buffer trees in Outlot B should be shifted away from the Jamaica Ave ROW line to avoid any conflict with the county's Jamaica reconstruction project in 2028. The trees should not be placed within 5 feet of the bottom of the swale.

**Stormwater:**

30. Models: Now that the review process is complete, please submit digital copies of the final version stormwater models and shapefiles or CAD drawings of existing and proposed drainage areas.

# City Council Action Request

# 7.T.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Action Item |
| **Title** | First Amendment to the Lochridge Development Agreement |
| **Staff Recommendation** | Approve the First Amendment to the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, DRP Odin 16, LLC, and Rachel Development Inc., with minor modifications as approved by the City Attorney. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | Lochridge DA Amendment CC Memo |
| 2. | First Amendment to DA 7-9-26 |

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

**FROM:** Samantha Pierret, Senior Planner
Joe Fox, Project Engineer

**DATE:** July 8, 2026

**RE:** Lochridge – First Amendment to the Lochridge Development Agreement

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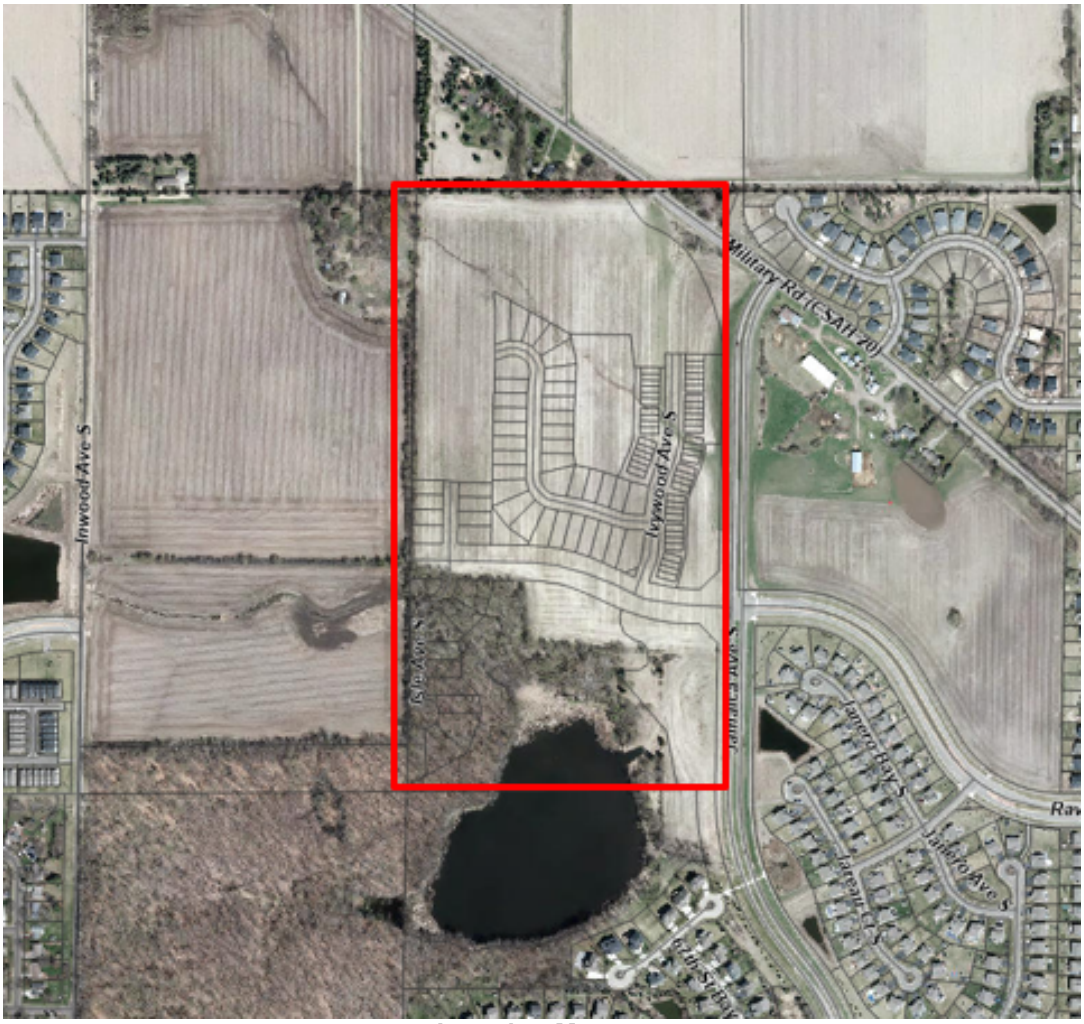
## Proposal

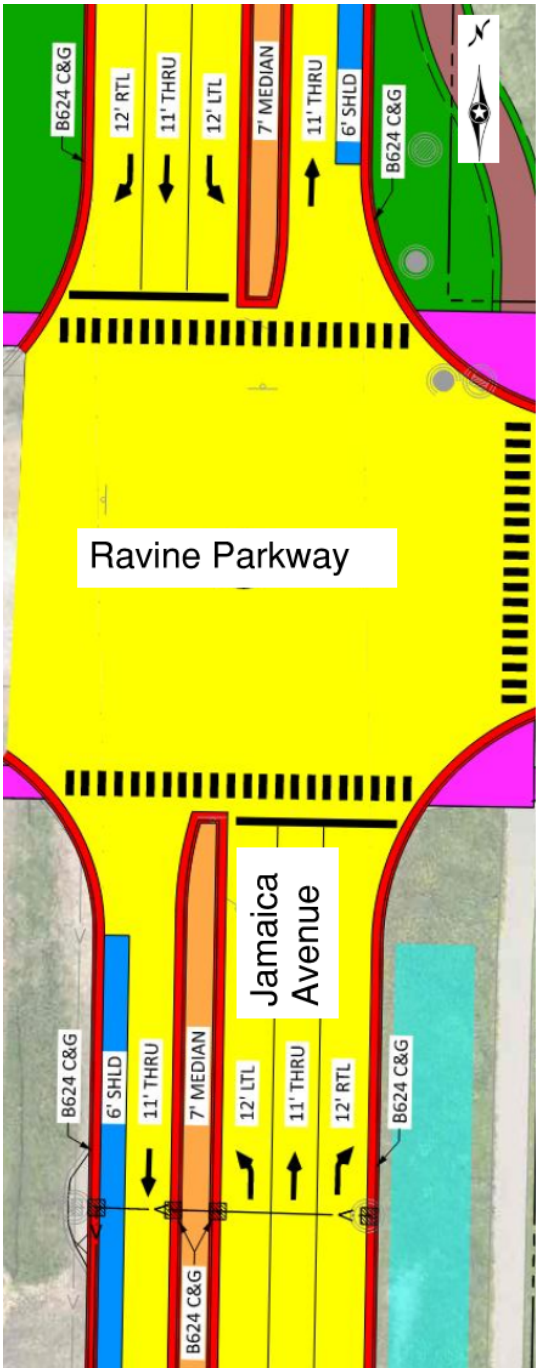
The City Council is requested to approve the first amendment to the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, DRP Odin 16, LLC, and Rachel Development Inc.




**Location Map**

***Background***

At its May 21, 2025, meeting, the City Council approved Pulte Homes of Minnesota LLC and Rachel Development's Final Plat, Development Agreement, and Construction Plans and Specifications for Lochridge. Throughout 2025 and 2026, Washington County has been evaluating the design for the 2028 reconstruction of Jamaica Avenue between 70th Street and the Cottage Grove northern border. Since the approval of Lochridge First Addition, the County has determined that a four-way stop should be installed at the Ravine Parkway and Jamaica Avenue intersection instead of installing turn lanes on Jamaica Avenue. If the turn lanes were constructed as part of the Lochridge First Addition, they would be removed and reinstalled in 2028. To ensure cost effectiveness, cost of turn lane construction will be provided in cash by the developers that will be used to support the portion of the City's cost participation with the County.




Based on the County's traffic data, at this time the intersection does not meet established traffic control warrants for an all-way stop or signal. Warrants are the thresholds for needing or requiring stop signs or traffic signals. They are based mostly on the number of vehicles that pass through an intersection. For example, one warrant stipulates that if there is an average of more than 300 vehicles from one direction at an intersection in each of eight hours on weekdays, then the intersection meets that warrant. Traffic counts often must meet several warrants before a traffic control change is made.

Engineers might also consider stop signs or signals in situations where a high number of accidents occur even if the vehicle count does not meet a warrant. The warrants are listed in the Manual on Uniform Traffic Control Devices.

In the current situation at Jamaica and Ravine, County officials stated that the need for a four-way stop arose due to the increase in homebuilding in the area as well as the future park west of this intersection (Peterson Park). Considering the projected increase in people and cars using this intersection, County officials determined that proactive installation of all-way stop control at this intersection could be considered justified as the most effective and practical option to improve pedestrian safety and manage vehicular conflicts and delays at this location, even though warrants were not met.

The image above right shows the intersection of Ravine Parkway and Jamaica Avenue in Washington County's Concept Drawing for the planned 2028 Reconstruction of Jamaica, which includes the right and left turn lanes for northbound and southbound traffic on Jamaica. This

concept is for a two-lane urban section with grass medians. However, at this time, the County has not yet chosen the final design.

Given the Developer will not be responsible for turn lane construction as a part of their first phase, the Jamaica Avenue Turn Lanes line item has been removed from the Site Improvement Letter of Credit – Developer 1 table and added to the City Fees – Developer 1 table. A release of the dollars from the existing letter of credit will be completed, and the developer will provide cash in lieu of construction of the turn lanes, which will be installed at a later date with the Washington County project in 2028.

## Recommendation

The City Council is recommended to approve the First Amendment to the Lochridge Development Agreement with Pulte Homes of Minnesota LLC, DRP Odin 16, LLC, and Rachel Development Inc., with minor modifications as approved by the City Attorney.

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this "First Amendment") is entered into as of _____ , 2026 (the "Effective Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation, DRP Odin 16, LLC, a Delaware limited liability company, Pulte Homes of Minnesota LLC, a Minnesota limited liability company and Rachel Development, Inc., a Minnesota corporation (collectively, the "Parties").

**RECITALS**

**WHEREAS,** the Parties entered into a Development Agreement for the Plat of Lochridge dated May 21, 2025 ("Development Agreement"); and

**WHEREAS,** the Parties mutually agree to amend the Development Agreement related to the cost participation of the Jamaica Avenue turn lanes to move the financial obligations of the Jamaica Avenue turn lanes from the Site Improvement LOC – Developer 1 on Exhibit C of the Development Agreement to the City Fee – Developer 1 on Exhibit G of the Development Agreement; and

**WHEREAS,** as a result of this change to the financial obligations, the Letter of Credit of Developer 1 (as defined in the Development Agreement) is reduced by $207,975.91 and the cash fees of Developer 1 is increased by $163,760.56; and

**WHEREAS,** City agrees and the parties understand that Developer 1 is no longer required to construct any improvements in the Jamaica Avenue right of way based upon the additional cash payment required by this First Amendment; and

**WHEREAS**, Developer 2's financial obligations remain unchanged by this First Amendment.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of

which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Development Agreement is hereby incorporated into the First Amendment, except as modified below.

2. Exhibit C of the Development Agreement shall be removed and replaced in its entirety as attached on a new Exhibit C, attached hereto.

3. Exhibit G of the Development Agreement shall be removed and replaced in its entirety as attached on a new Exhibit G, attached hereto.

4. Developer 1's LOC obligation on Exhibit C is reduced by $207,975.91 upon the Effective Date of this First Amendment.

5. Developer 1 shall be required to pay the increase in the cash fee on Exhibit G of $163,760.56 within thirty (30) days of the Effective Date of this First Amendment.

6. Developer 1 is no longer required to construct any improvements in the Jamaica Avenue right of way based upon the additional cash payment required by this First Amendment.

7. Except as provided for above, the terms and provisions of the Development Agreement shall remain in full force and effect.

8. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.

9. 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 Developer or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

10. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

11. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

**[The remainder of this page was intentionally left blank.]**

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

**CITY:**
**CITY OF COTTAGE GROVE**

By _____
Justin Olsen
Its Acting Mayor

By _____
Tamara 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 Justin Olsen and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Acting Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

**DRP ODIN 16, LLC**

By: _____
Printed Name: BRIAN CLAUSON
Its: AUTHORIZED SIGNATORY

STATE OF Minnesota )
) ss.
COUNTY OF Dakota )

The foregoing instrument was acknowledged before me on this 9th day of July, 2026, by of DRP Odin 16, LLC, a Delaware limited liability company, on behalf of said company.

JANEEN A CLAUSON
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

_____
Notary Public

**PULTE HOMES OF MINNESOTA LLC**

By:_____
Printed Name: Chad Onsgard
Its: Vice President of Development

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me on this July 6th day of _____, 2026, by Chad Onsgard as Vice President of Development of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on behalf of said company.

KARIN DK SCHULZ
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

_____
Notary Public

**RACHEL DEVELOPMENT, INC.**

By: _____
Printed Name: David Stradtman
Its: Vice President of Development

STATE OF MINNESOTA )
) ss.
COUNTY OF WRIGHT )

The foregoing instrument was acknowledged before me on this 1st day of July, 2026, by David Stradtman as Vice President of Development of Rachel Development, Inc., a Minnesota corporation, on behalf of said corporation.

_____
Notary Public

LISA MARIAN FUNK
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2028

**EXHIBIT C**
**ON-SITE IMPROVEMENTS**

| Site Improvement LOC - Developer 1 | | Estimated Construction Cost |
|---|---|---|
| Sanitary Sewer | $ | 676,340.55 |
| Watermain | $ | 1,011,894.56 |
| Storm Sewer | $ | 1,147,607.30 |
| Streets | $ | 982,130.97 |
| Street Lighting | $ | 179,054.00 |
| Ravine Parkway | $ | 762,596.70 |
| Subtotal: | $ | 4,759,624.08 |
| LOC (125%) | $ | 5,949,530.10 |
| | | |
| Final Streets Construction Cost | $ | 206,377.00 |
| Final Streets LOC (130%): | $ | 268,290.10 |
| | | |
| Record Plan (2%) | $ | 95,192.48 |
| **TOTAL** | **$** | **6,313,012.68** |

| Site Improvement LOC - Developer 2 | | Estimated Construction Cost |
|---|---|---|
| Sanitary Sewer | $ | 77,865.26 |
| Watermain | $ | 112,310.77 |
| Storm Sewer | $ | 47,631.10 |
| Streets | $ | 117,170.77 |
| Street Lighting | $ | 21,150.00 |
| Subtotal: | $ | 376,127.90 |
| LOC (125%) | $ | 470,159.88 |
| | | |
| Final Streets Construction Cost | $ | 35,692.50 |
| Final Streets LOC (130%): | $ | 46,400.25 |
| | | |
| Record Plan (2%) | $ | 7,522.56 |
| **Total Site Improvement LOC:** | **$** | **524,082.68** |

# EXHIBIT G

## DEVELOPERS CASH REQUIREMENTS AND INDIRECT COST CASH ESCROW

| City Fees - Developer 1 | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| City Supplied Poles & Luminaires (LGT-8) | EA | 8 | $ 4,389.00 | $ 35,112.00 |
| City Supplied Poles & Luminaires (LGT-10) | EA | 11 | $ 7,161.00 | $ 78,771.00 |
| Street Light Utility Surcharge | EA | 92 | $ 151.68 | $ 13,954.56 |
| Seal Coating: Trails | SY | 6,477 | $ 2.50 | $ 16,192.50 |
| Park and Open Space Markers | EA | 18 | $ 175.00 | $ 3,150.00 |
| Park Dedication Fees - Single Family | LOT | 44 | $ - | $ - |
| Park Dedication Fees – Townhome | LOT | 48 | $ - | $ - |
| Phosphorus Mitigation Fee | LB | | $ - | $ - |
| East Ravine AUAR Charge | AC | 67.61 | $ 120.00 | $ 8,113.20 |
| Jamaica Avenue Trail Extension | LS | 0.896 | $ 117,553.75 | $ 105,328.16 |
| Jamaica Avenue Turn Lanes | LS | 1 | $ 163,760.56 | $ 163,760.56 |
| 2% Engineering Fee | LS | 1 | $ 99,320.02 | $ 99,320.02 |
| **Total Fees** | | | | **$ 523,702.00** |

**CASH REQUIREMENTS**

| City Fees - Developer 2 | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| City Supplied Poles & Luminaires (LGT-8) | EA | 3 | $ 4,389.00 | $ 13,167.00 |
| City Supplied Poles & Luminaires (LGT-10) | EA | - | $ 7,161.00 | $ - |
| Street Light Utility Surcharge | EA | 10 | $ 151.68 | $ 1,516.80 |
| Seal Coating: Trails | SY | 752 | $ 2.50 | $ 1,880.00 |
| Park and Open Space Markers | EA | 9 | $ 175.00 | $ 1,575.00 |
| Park Dedication Fees - Single Family | LOT | 10 | $ - | $ - |
| Park Dedication Fees - Townhome | LOT | - | $ - | $ - |
| Phosphorus Mitigation Fee | LB | - | $ - | $ - |
| East Ravine AUAR Charge | AC | 4.56 | $ 120.00 | $ 547.20 |
| Jamaica Avenue Trail Extension | LS | 0.104 | $ 117,553.75 | $ 12,225.59 |
| 2% Engineering Fee | LS | 1 | $ 8,236.41 | $ 8,236.41 |
| **Total Fees** | | | | **$ 39,148.00** |

| City Reimbursements | Unit | Qty | Unit Cost | Total |
|---|---|---|---|---|
| Ravine Parkway | LS | 1 | $ (191,091.79) | $ (191,091.79) |
| Park Parking Lot[1] | LS | 1 | $ (125,293.85) | $ (125,293.85) |
| Michaels Pointe Trail[1] | LS | 1 | $ (190,015.90) | $ (190,015.90) |
| **Total Reimbursements** | | | | **$ (506,401.54)** |

1 Credit to be provided no sooner than June 30, 2027

**EXHIBIT G**
**(CONT.)**

## CASH ESCROW

| **Engineering Escrow** | **Total** |
|---|---|
| Preliminary Development Review Escrow | $ 85,629.92 |
| Plan Review | $ 120,831.64 |
| Inspection | $ 287,079.10 |
| **Total Escrow:** | **$ 493,540.66** |

## AREA CHARGES

| **Area Charges** | **Cost/Acre** | **Acres** | **Total** |
|---|---|---|---|
| Sanitary Area Charge - Upper Ravine | $ 8,800.00 | 32.85 | $ 289,080.00 |
| Water Area Charge - Remainder of City | $ 6,010.00 | 32.85 | $ 197,428.50 |
| Storm Area Charge - Upper Ravine - Single Family | $ 5,140.00 | 28.64 | $ 147,209.60 |
| Storm Area Charge - Upper Ravine - Multi Family | $ 6,060.00 | 4.21 | $ 25,512.60 |
| **Credits** | **Cost** | **Qty** | **Total** |
| Watermain Oversizing | $ 67,489.63) | 1 | $ (67,489.63) |
| Sanitary Sewer Oversizing | $ (70,358.66) | 1 | $ (70,358.66) |
| **Total Area Charges:** | | | **$ 521,382.41** |

*Ponding HWLs and Jamaica Avenue Right of Way were omitted from Area Charge Calculations

## PARK DEDICATION CALCULATIONS

| **Park Dedication** | **Acres** |
|---|---|
| *10% Park Dedication Required* | *5.92* |
| | |
| **Park Dedication Provided:** | |
| Active Play Area | 4.10 |
| Trail Corridor - Paved | 0.62 |
| Tree/Natural Preservation Area | 0.64 |
| Waters at Michael's Pointe Credit | 2.89 |
| **Total Park Dedication Provided:** | **8.25** |

# City Council Action Request

# 7.U.

**Meeting Date** 7/15/2026

**Department** Administration

**Agenda Category** Action Item

**Title** Low Zone Water Treatment Plant Project - Change Order #5

**Staff Recommendation** Approve Change Order #5 in the amount of $245,159.06, for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from $40,632,818.93 to $40,877,977.99.

**Budget Implication** 3M Settlement Funds - $245,159.06

**Attachments**

| | |
|---|---|
| 1. | Memo - Low Zone Water Treatment Plant Change Order 5_2026-7-9 |
| 2. | Change Order 05 |
| 3. | Stantec Memo |

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

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

**Date:** July 9, 2026

**Re:** Low Zone Water Treatment Plant Project – Change Order #5

---

## Background/ Discussion

The Low Zone Water Treatment Plant project was awarded at the August 2, 2023 City Council meeting to Rice Lake Construction Group in the total bid contract amount of $39,078,155. As the Council will recall, the base bid for the project also included non-settlement eligible costs for work for the Utility and Engineering building ($774,017) and SCADA system upgrades ($895,355). The Low Zone Water Treatment Plant portion of the project costs, subtracting the costs for the Utility and Engineering building and SCADA system upgrades, is $37,408,783, which is fully funded by the 3M Settlement as an identified project in the Conceptual Drinking Water Supply Plan.

This change order includes several items that need to be changed or added to the project. The change order items are all 3M Settlement eligible, so no City funds will be used to cover these expenses. Attached with this memo is a letter from the design engineer providing a detailed summary of the change order items.

The change order items include:

- Costs related to scheduling changes to move vessels from Well 2 to the LZWTP (the grant was amended to add the costs for this work)
- Demolition of Well 2 Temporary Treatment Plant/appurtenances and site restoration (the grant was amended to add the costs for this work)
- Equipment programming
- Fire separation requirements and temporary fire doors
- Door hardware/components
- Air compressor sensing relay
- Relocation of HVAC supply duct to chlorinator room
- Chlorine room components

The cost of the additions results in the change order amount of $245,159.06. The cost of this change order that are not the subject of the amendments to the grant referenced above is $153,425.00, which is well within the balance of the project contingency that was approved with the grant agreement. Accounting for the previous change orders and CO #5, and

subsequently applied credits to the contingency, the contingency balance is $600,778.38. The MPCA is in agreement with the costs and reasoning behind the change order.

With this change order, the total contract amount for this project would increase to $40,877,977.99.

## Recommendation

It is recommended that the City Council approve Change Order #5 in the amount of $245,159.06, for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from $40,632,818.93 to $40,877,977.99.

**CHANGE ORDER NO.: 5**

| | | | |
|---|---|---|---|
| Owner: | City of Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec Consulting Services, Inc. | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 23-33 |
| Project: | Low Zone Water Treatment Facility Improvements | | |
| Contract Name: | | | |
| Date Issued: | 6/9/2026 | Effective Date of Change Order: | 6/9/2026 |

The Contract is modified as follows upon execution of this Change Order:

Description:

**See Attachment A (Summary of Changes)**

Attachments:

**See Attachment B (Backup Information)**

| **Change in Contract Price** | **Change in Contract Times** |
|---|---|
| Original Contract Price:<br>$ 39,078,155.00 | Original Contract Times:<br>Substantial Completion: June 1, 2025<br>Ready for final payment: September 30, 2025 |
| **[Increase]** ~~**[Decrease]**~~ from previously approved Change Order: 1 to 4<br>$ 1,554,663.93 | ~~**[Increase]**~~ ~~**[Decrease]**~~ from previously approved Change Order:<br>Substantial Completion: June 1, 2025<br>Ready for final payment: September 30, 2025 |
| Contract Price prior to this Change Order:<br>$ 40,632,818.93 | Contract Times prior to this Change Order:<br>Substantial Completion: June 1, 2025<br>Ready for final payment: September 30, 2025 |
| **[Increase]** ~~**[Decrease]**~~ this Change Order:<br>$ 245,159.06 | **[Increase]** ~~**[Decrease]**~~ this Change Order:<br>Substantial Completion: 486 days<br>Ready for final payment: 396 days |
| Contract Price incorporating this Change Order:<br>$ 40,877,977.99 | Contract Times with all approved Change Orders:<br>Substantial Completion: September 30, 2026<br>Ready for final payment: October 31, 2026 |

| Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|
| By: Lintgen, Brian — Digitally signed by Lintgen, Brian DN: CN="Lintgen, Brian", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2026.06.09 12:52:04-05'00' | By: Chad Napstad — Digitally signed by Chad Napstad DN: C=US, E=chad_napstad@ricelake.org, O=Rice Lake Construction, CN=Chad Napstad Date: 2026.06.10 14:14:15-05'00' |
| Title: Project Manager | Title: Project Manager |
| Date: 6/9/2026 | Date: 6/10/2026 |
| Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | By: |
| Title: | Title: |
| Date: | Date: |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# ATTACHMENT A

## Change Order Summary

**Cottage Grove Low Zone Water Treatment Plant**
**Change Order No. 5 - Attachment A**

| No. | Change | Reason | Add | Deduct | Price Determined |
|---|---|---|---|---|---|
| 5.1 | The extraction of the tandem GAC filter vessel package and associated manifold piping from the City Well 2 facility (87th Street South) is rescheduled to between November 2025 and March 2026. Additional costs for the delay only. | Moving the Well 2 equipment to the Low Zone WTP was delayed to provide additional redundancy in the water system until the Low Zone WTP was fully operational. | $ 19,864.06 | | $ 19,864.06 |
| 5.2 | Demolition of the City Well 2 Interim Water Treatment Facility including the building, foundation, buried piping, and surface improvements. To include site restoration. | The removal of the treatment equipment was included in the Low Zone Water Treatment Plant plans but the removal of the Interim facility was not originally included. | $ 71,870.00 | | $ 71,870.00 |
| 5.3 | Equipment programing for the pretreatment vessels. | The project included programing and control strategies for the operation of the pretreatment vessels but there was conflicting information regarding the responsibility for programing. | $ 58,103.00 | | $ 58,103.00 |
| 5.4 | Add fire caulking between individual chemical rooms (room 105, 106, 107, 108, 109, and 110). Install temporary fire rated doors and partial walls (to account for double door opening) for rooms 105, 106, 107, and 109 until permanent fire doors are manufactured and installed. | Fire separation is required between chemical rooms, not just the entire chemical suite.<br>Double doors added to chemical rooms (previous change order) were delayed and fire doors are required for facility operation. | $ 20,171.00 | | $ 20,171.00 |
| 5.5 | Install door closers on all stairwell doors.<br>Install motorized electric latch retraction components at Door D113D.<br>Install astragals at exterior double doors.<br>Revise door handle keying hardware to accept the City standard Schlage key cores.<br>Install a current sensing relay in the air compressor feeder bucket in the MCC to automatically start EF-14. | Stairwell doors require closers per the building code. The closers were not called out in the original design.<br>Door D113D is an exterior entrance door for City staff. It requires motorized latch retraction to work with the keycards. The electric hardware was not called out in the original design.<br>Exterior double doors require an astragal at the mating surface between the doors to keep the weather out.<br>The City keying standard (Schlage) is not interchangeable with the door hardware. Revised keying cylinders are needed to accommodate the City standard.<br>The air compressor requires that EF-14 run at any time the compressor is running. To avoid accidental operation without EF-14 and simplify plant operations, a current sending relay was installed to start EF-14 whenever the air compressor is started. | $ 31,956.00 | | $ 31,956.00 |
| 5.6 | Install removable mullions at double doors D108A, D112A, and D118A. | Mullions will provide greater security and weathering sealing of the opening between the exterior double doors. | $ 4,255.00 | | $ 4,255.00 |
| 5.7 | Install weatherstripping at exterior doors. | Additional weatherstripping is needed on the exterior doors to make them weather tight. | $ 5,040.00 | | $ 5,040.00 |
| 5.8 | Relocate HVAC supply duct to Chlorinator Room. | Relocate HVAC supply duct to the Chlorinator Room to provide proper air flow to the revised room. | $ 6,686.00 | | $ 6,686.00 |
| 5.9 | Add LV-6 motorized louver. Chlorine leak control updates. ChlorTainer Room switch modifications. Chemical room door thresholds. | Add motorized louver to LV-6 for ChlorTainer Room to provide positive closure of system. Update controls to shut down on a chlorine leak. Install an illuminated switch for the ChlorTainer Room to show if the fan is running. Add thresholds to the chemical room doors to meet fire rating. | $ 27,214.00 | | $ 27,214.00 |
| | | **Totals:** | $ 245,159.06 | $ - | |
| | | **Net Total:** | **$ 245,159.06** | | |

# ATTACHMENT B

## Change Order Proposals

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: FO 11 5.1

July 25th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete the FO 11 – Well 2 Move Schedule:

All for the sum of: $19,864.00

Clarifications: Itemized proposal included for reference.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WEB COMPANY

22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 7/25/2025
**COP:** ~~FO 21 - Bladder Tanks~~ Well 2 Vessel Move

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Rice Lake | | | | | | | | | | |
| - Supervision | 3.00 | Day | 24.00 | $ 110.00 | $2,640.00 | $ - | $0.00 | $ - | $ 987.00 | **$ 3,627.00** |
| - Plumber (2 Crew x 3 Days) | 3.00 | Day | 48.00 | $ 95.00 | $4,560.00 | $ - | $0.00 | $ - | $ 987.00 | **$ 5,547.00** |
| - Crane Mini | 3.00 | Day | | | $0.00 | $ - | $0.00 | $ - | $ 1,596.00 | **$ 1,596.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| Sub | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| - Quickway Rigging | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 6,500.00 | $ - | **$ 6,500.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | **$ 360.00** |
| Sales Tax | 1.00 | ea | 8.735% | | | | | | | **$ -** |
| | | Totals | $ 72.00 | | $ 7,200.00 | | $ - | $ 6,500.00 | $ 3,570.00 | **$ 17,630.00** |

| | |
|---|---|
| Rice Lake Mark-up on Subs (5%) | **$ 325.00** |
| Rice Lake Mark-up on Labor, Material, and Equipment (15%) | **$ 1,615.50** |
| Bond and Insurance Cost (1.5%) | **$ 293.56** |
| **Total Change Order Proposal Request** | **$ 19,864.06** |
| Est Completion | |
| **Days Requested** | |

## SECTION C-942 – FIELD ORDER

## FIELD ORDER NO.: 11

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: 11/15/2024 | | Effective Date of Field Order: 11/15/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): 01 10 00

Drawing(s) / Details (s):

**Description:**

The extraction of the tandem GAC filter vessel package and associated manifold piping configuration from Cottage Grove's Well 2 facility (87th Street South) is to be rescheduled. This removal was originally slated to be done during non-peak pumping between October 1, 2024 and May 1, 2025. The new acceptable date of extraction shall be between November 1, 2025 and March 1, 2025. All other aspects of this vessel extraction shall be the same as detailed in specification section 01 10 00 – 1.04.A.

**Attachments:**

- Specification section 01 10 00

**Issued by Engineer**

By: Jack Wilson

Title: Project Engineer

Date: 11/05/24

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 030 5.2

September 26, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 30 – Well 2 Demo:

All for the sum of: $71,870.00

Clarifications: Clarifications within proposals. Schedule TBD.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WEC COMPANY

22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 9/26/2025
**COP:** **FO 30 Well 2 Demo**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Rice Lake | | | | | | | | | | |
| - Supervision | 5.00 | Day | 40.00 | $ 110.00 | $4,400.00 | $ - | $0.00 | $ - | $ 1,645.00 | **$ 6,045.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Sub | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Miller | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 58,670.00 | $ - | **$ 58,670.00** |
| - Vinco | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 1,936.00 | $ - | **$ 1,936.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | **$ 220.00** |
| Sales Tax | 1.00 | ea | 8.735% | | | | | | | $ - |
| | | Totals | $ 40.00 | | $ 4,400.00 | | $ - | $ 60,606.00 | $ 1,645.00 | **$ 66,871.00** |

| | |
|---|---|
| Rice Lake Mark-up on Subs (5%) | **$ 3,030.30** |
| Rice Lake Mark-up on Labor, Material, and Equipment (15%) | **$ 906.75** |
| Bond and Insurance Cost (1.5%) | **$ 1,062.12** |
| **Total Change Order Proposal Request** | **$ 71,870.17** |
| Est Completion | |
| **Days Requested** | TBD |

## Chad Napstad

**From:** Steve St. Claire <steve.st.claire@millerexc.com>
**Sent:** Thursday, September 18, 2025 9:01 AM
**To:** Chad Napstad
**Subject:** Well 2

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Well No 2
Cottage Grove, MN

Demo Structure
Demo Concrete Foundation
Sawcut Bit Driveway
Remove Bit Driveway
Haul in Select Granular Backfill
6" Topsoil Disturbed Area
Hydroseed
Disconnect Sewer @ ROW (no street removal or repair)
Remove SMH
Remove Hydrant
Remove Watermain
Cap Watermains 5' Outside Well Building

**ESTIMATED TOTAL** **$58,670.00**

*NO electrical or mechanical demolition
*NO materials testing or abatement included
*NO salvage & relocation of components included.

**Steve St. Claire**
President | **Miller Excavating, Inc.**
3741 Stagecoach Trail North | Stillwater, MN 55082
651.439.1637 Office |651.351.7210 Fax
office@millerexc.com | Email

The content of this email is the confidential property of Miller Excavating, Inc. and should not be copied, modified, retransmitted, or used for any purpose except with Miller Excavating, Inc's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

# Field Order 30

**To:** Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

**RFC** 13
**ITEM(S) #** 1

**Attn:** Chad Napstad

**Date:** 9/22/2025

**From:** Dan Moeller

**Project:** Cottage Grove Low Zone Water Treatmer

**Scope of Change:** Demolish Electrical in Interim Water Treatment Facility at Well No. 2

**ITEM #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | 16.00 | X | $110.00 | /hr | | $1,760.00 |
| **Material:** | $0.00 | X | 1 | = | | $0.00 |
| **Mark-Up (10%):** | $1,760.00 | X | 10.00% | = | | $176.00 |
| **Material Tax:** | $0.00 | X | 8.39% | = | | $0.00 |
| **Subcontractor:** | $0.00 | X | 1 | = | | $0.00 |
| **Sub Mark-Up (5%):** | $0.00 | X | 5.00% | = | | $0.00 |
| **Equipment:** | $0.00 | X | 1 | = | | $0.00 |
| **Equip Mark-Up:** | $0.00 | X | 10.00% | = | | $0.00 |
| **Misc:** | $0.00 | X | 1 | = | | $0.00 |
| **Misc Mark-up** | $0.00 | X | 10.00% | = | | $0.00 |
| **TOTAL:** | | | | = | | $1,936.00 |

**Total Request for Change:** **$1,936.00**

*Dan Moeller* 9/22/2025

Dan Moeller
Project Manager
Vinco Inc.

Date

**SECTION C-942 – FIELD ORDER**

**FIELD ORDER NO.: 30**

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: 8/1/2025 | | Effective Date of Field Order: 8/1/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s):

Drawing(s) / Details (s):

**Description:**

Contractor is asked to provide a cost to demolish the Cottage Grove Well 2 Interim Water Treatment Facility. The record plans for the project are attached. The Low Zone contract calls for the removal of the vessels from Well 2 for installation at the Low Zone facility. The additional cost to demolish the building, foundation, piping, pavement, and provide turf restoration are requested. A marked up plan showing demolition limits is attached.

**Attachments:**

Cottage Grove Well 2 Interim WTP Record Drawings

Cottage Grove Well 2 Interim WTP demolition limits.

**Issued by Engineer**

By: Brian Lintgen

Title: Project Manager

Date: 8/1/2025

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: FO 18 – Pretreatment Programming 5.3

February 18, 2025
Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094
Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 18 – Pretreatment Programming:

Option #1 – Vinco / In-Control
- 4-6 Weeks from approval to develop programming
- $58,103.00

Option #2 – Kurita
- Mid May programming completion with approval by 2/28/25
- $40,072.00

Clarifications:
- Durations are estimates to complete programming. Additional field time is required to implement and test programming once downloaded to the equipment onsite.
- Scope of work is anticipated to push the completion date. Schedule revisions have not been included in this proposal. Duration of schedule modification is To Be Determined upon approval of proposal / FO 18.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WAG COMPANY
22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 2/18/2025
**COP:** **Field Order 18 - Pretreatment Programming**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Option #1 - Vinco / In-Control | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Vinco / In-Control | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 54,518.10 | $ - | **$ 54,518.10** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ - |
| Sales Tax | 1.00 | ea | 8.375% | | | | | | | $ - |
| | | Totals | $ - | | $ - | | $ - | $ 54,518.10 | $ - | **$ 54,518.10** |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | **$ 2,725.91** |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | **$ -** |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | **$ 858.66** |
| | | | | | | | | | **Total Change Order Proposal Request** | **$ 58,103** |

**Days Requested** TBD

# Field Order 18 Pricing

**To:** Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

**RFC** 7
**ITEM(S) #** 1

**Attn:** Chad Napstad

**Date:** 2/17/2025

**From:** Dan Moeller

**Project:** Cottage Grove Low Zone Water Treatmer

**Scope of Change:** In Control Provided pretreatment filter PLC programming
Please allow 4-6 weeks for completion

**ITEM #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | 0.00 | X | $110.00 | /hr | | $0.00 |
| **Material:** | $0.00 | X | 1 | = | | $0.00 |
| **Mark-Up (10%):** | $0.00 | X | 10.00% | = | | $0.00 |
| **Material Tax:** | $0.00 | X | 8.39% | = | | $0.00 |
| **Subcontractor:** | $51,922.00 | X | 1 | = | | $51,922.00 |
| **Sub Mark-Up (5%):** | $51,922.00 | X | 5.00% | = | | $2,596.10 |
| **Equipment:** | $0.00 | X | 1 | = | | $0.00 |
| **Equip Mark-Up:** | $0.00 | X | 10.00% | = | | $0.00 |
| **Misc:** | $0.00 | X | 1 | = | | $0.00 |
| **Misc Mark-up** | $0.00 | X | 10.00% | = | | $0.00 |
| **TOTAL:** | | | | = | | $54,518.10 |

**Total Request for Change:** **$54,518.10**

*Dan Moeller* 2/17/2025

Dan Moeller — Date
Project Manager
Vinco Inc.

In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

# CHANGE ORDER PROPOSAL # QR25021401-02

**To:** Vinco, Inc

**Date:** February 17, 2025
**From:** Curt Kattleman
**Valid:** 5 days

**Attn:** Dan Moeller

**Project:** Cottage Grove Low Zone WTP
**Subject:** Field Order Request #18 – Pretreatment Control Panel Programming

**In Control Project:** 23196RA

## BACKGROUND:

This proposal is based upon SECTION C-942 – FIELD ORDER NO.: 18 from Stantec. We have received and reviewed the pretreatment filter information provided by Kurita, the pretreatment filter manufacture, through Rice Lake. In Control has been asked to provide pricing for PLC & OIT programming of the (4) Pretreatment Filter Control Panels that were provided by Kurita.

## PROPOSAL:

We propose the following cost to program the (4) Pretreatment filter control panels. In Control will not provide setup or commissioning of the valves, flowmeters, pressure transducers, pressure switches or any other instrumentation or items provided by the pretreatment filter manufacture. In Control will require verification that a sample tap is located on each filter vessel to verify that there is no loss of medium during the backwash sequence before programming is to begin. In Control will guarantee that the program will function as intended following review and approval by the pretreatment filter manufacturer.

The pretreatment filter manufacture will need to provide a representative to be present onsite during startup and commissioning of the control panel programming. The representative will sign off that the program functions as required and that control panel startup has been completed. In Control is programming to the manufacturer's verified specifications and cannot guarantee that the backwash sequence as defined by the pretreatment manufacturer will completely clean the filters. In Control will not provide a warranty on any components provided by the pretreatment manufacturer.

The following prices apply to the proposed services:

| | | |
|---|---|---|
| Programming & Professional Services | | $ 47,909 |
| Estimated Taxes | | $ 4,013 |
| | **Net Total:** | $ 51,922 |

Sales and Use Taxes: Included
Freight: Included, FOB shipping point

**TAXES:**
Taxes, where applicable, will be based on the following rates for the project address and will be reimbursed and paid to In Control as they are incurred:

**Estimated Sales Tax Rate:** **8.375%**

**EXCLUSIONS:**
Our proposal does not include the following:

- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment
- Field installation of equipment, enclosures, instrumentation, or other products provided
- Fasteners or mounts, wire, raceway, or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

## ACTIONS:

Please approve this Change Proposal as quickly as possible. Once approved we will schedule the engineering changes and submit drawings. Should there be any questions regarding this Change Proposal, please contact either of us at your convenience.

Best Regards,

**Curt Kattleman**
**In Control** | Sales & Consulting
Office: (763) 783-9500
Mobile: (507) 884-4190
curt.kattleman@incontrol.net

**Patrick McPeck**
**In Control** | Project Manager
Office: (763) 783-9500
Mobile: (612) 799-5617
patrick.mcpeck@incontrol.net

# Standard Terms and Conditions of Sale

**1. ENTIRE AGREEMENT** – These Standard Terms and Conditions of Sale ("Terms") govern the goods and attendant services ("Work") that In Control, Inc. ("In Control") will provide to Purchaser pursuant to In Control's Proposal attached hereto ("Proposal"). The Proposal, along with these Terms, constitute the sole and entire agreement between the parties with respect to the Work (the "Order"). This Order supersedes all prior understandings, discussions, representations, and warranties, both written and oral, regarding the Work. If Purchaser's internal systems require it to issue a separate purchase order to accept this Order, then any additional or conflicting terms in Purchaser's purchaser order are expressly rejected and will not in any way amend, alter, change, or negate these Terms. No change or modification to this Order is effective unless in writing and signed by each party.

**2. TERMINATION** – Either party may terminate this Order for cause if the other party (i) materially breaches this Order; (ii) becomes insolvent or admits its inability to pay its bills as they become due; or (iii) files for or is forced into a bankruptcy, receivership, or liquidation. The party seeking to terminate this Order for cause will give the other party fourteen (14) days' written notice and the other party will have 14 days to cure the stated default(s). If Purchaser desires to terminate this Order for its own convenience before final completion of the Work, Purchaser may do so, provided that Purchaser pays In Control (i) for all Work provided at In Control's published rates before the termination date, (ii) all reimbursable expenses incurred before the termination date, (iii) for all equipment ordered before the termination date, and (iv) an early termination fee equal to ten percent (10%) of the remaining Work to be performed as of the termination date.

**3. ATTORNEYS' FEES** - If either party files a lawsuit to enforce this Order, the prevailing party in such lawsuit will be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses incurred in connection with such lawsuit, as well as any appeal or enforcement of any judgment arising from the lawsuit.

**4. INDEMNIFICATION / INSURANCE** - Purchaser will defend, indemnify, and hold harmless In Control from and against all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or relating to goods or services not provided by In Control pursuant to this Order. These obligations include, but are not limited to, all product liability, personal injury, death, or property damage claims. These obligations will survive the termination or completion of the Work. Each party is responsible for obtaining and maintaining appropriate insurance coverages and endorsements necessary to ensure the provisions of this paragraph and other insurable obligations under this Agreement while the Work is being performed and for a reasonable time thereafter.

**5. WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power incurred by Purchaser as a result of In Control's Work. Unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages. Furthermore, in no event will In Control's total liability arising out of this Order exceed two (2) times the amount of the Net Total Pricing.

**6. FORCE MAJEURE** – The parties agree that In Control will not be responsible or liable for any failure or delay in the performance of the Work arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes, acts of nature, and interruptions of utilities, communications or computer services, or other incidents shown to be outside of In Control's control (each a "Force Majeure Event"). In Control agrees, however, to use all commercially reasonable efforts to mitigate a Force Majeure Event and resume performance of the Work as soon as practicable under the circumstances.

**7. WARRANTY** – Unless other or more specific warranties are expressly set forth in the Proposal, In Control warrants that the Work will be of good quality, free from defects in material and workmanship, will conform to the specifications and drawings, and be suitable for their intended purpose. This standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate any warranty should Purchaser's account be in arrears for more than thirty-one (31) days. Purchaser agrees that In Control's warranties do not apply to any damages, delays, or interruptions caused by: (i) reasonable wear and tear; (ii) pre-existing conditions at site; (iii) accidental damage caused by Purchaser; (vi) intentional damage, misuse, or abuse caused by Purchaser or a third-party; or (v) any Force Majeure Event.

**8. ESCALATION** – This Order is conditioned upon the ability of In Control to complete the Work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time while the Work is being performed, unable to complete the Work at the present prices and wages, then the Net Total Pricing will be equitably adjusted by change order to compensate In Control for significant price increases. A significant price increase is defined as a change of ten percent (10%) or more for a Work item between the date of the Proposal and the date the applicable Work is performed.

**9. PAYMENT TERMS** - The payment terms are net thirty (30) days upon invoice receipt. Any balance remaining over thirty-one (31) days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Should a payment default occur In Control reserves the right to stop all Work, including but not limited to startup of equipment, and terminate any existing warranty. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms. The entire Net Total Price will be invoiced in full upon shipment, unless specific terms are described in the Proposal. No retainage is allowed.

**10. NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.

**11. REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

**12. RELATIONSHIP OF PARTIES** – The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**SECTION C-942 – FIELD ORDER**

**FIELD ORDER NO.: 18**

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: 2/11/2025 | | Effective Date of Field Order: 2/11/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): 40 90 10 paragraph 3.04B3; 44 43 13 paragraph 1.03B

Drawing(s) / Details (s): N/A

**Description:**

Programing of the pretreatment vessels is referenced in two specification sections.

- Section 40 90 10 paragraph 3.04B3 references programing by the system supplier.
- Section 44 43 13 paragraph 1.03B references programing by the local supervisory control system supplier.

These sections provide conflicting information.

A proposal to obtain pretreatment vessel programing is requested from the system supplier and the local supervisory control system supplier. Programing to be completed as soon as possible.

**Attachments:**

- None

**Issued by Engineer**

By: Brian Lintgen

Title: Project Manager

Date: 2/11/2025

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 022 5.4

August 19th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 022 – Chemical Suite Fire Rating:

All for the sum of: $20,171.00

Clarifications:

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad

Digitally signed by Chad Napstad
DN: C=US, E=chad_napstad@ricelake.org, O=Rice Lake Construction, CN=Chad Napstad
Date: 2025.10.10 15:31:56-05'00'

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WEB COMPANY
22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 10/10/2025
**COP:** **FO 22 - Chem Suite Doors**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR TOTAL | EQUIPMENT TOTAL | LINE TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | | | |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Rice Lake | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Labor | 1.00 | HR | 80.00 | $ 95.00 | $7,600.00 | $ - | $0.00 | $ - | $ - | $ 7,600.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Materials | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Menards 1 | 1.00 | LS | | $ - | $0.00 | $ 1,076.15 | $1,076.15 | $ - | $ - | $ 1,076.15 |
| - Menards 2 | 1.00 | LS | | $ - | $0.00 | $ 213.71 | $213.71 | $ - | $ - | $ 213.71 |
| - Menards 3 | 1.00 | LS | | $ - | $0.00 | $ 789.84 | $789.84 | $ - | $ - | $ 789.84 |
| - Menards 4 | 1.00 | LS | | $ - | $0.00 | $ 1,650.00 | $1,650.00 | $ - | $ - | $ 1,650.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Dzidzic Caulking | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 5,858.00 | $ - | $ 5,858.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ 380.00 |
| Sales Tax | 1.00 | ea | 8.375% | | | | | | | $ 312.36 |
| | | Totals | $ 80.00 | | $ 7,600.00 | | $ 3,729.70 | $ 5,858.00 | $ - | $ 17,880.06 |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | $ 292.90 |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | $ 1,699.46 |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | $ 298.09 |
| | | | | | | | | | **Total Change Order Proposal Request** | $ 20,171 |

**Days Requested** [xx]

**DZIEDZIC CAULKING, INC.**

*DBE, TGB, SBE and Women-Owned Business Enterprise*

3928 - 168th Avenue NW
Andover, MN 55304-1837

PHONE 763-712-0333
dziedziccaulking@msn.com

# Request for Change

| | | | |
|---|---|---|---|
| **Date:** | June 9, 2025 | **No.:** | 1 |
| **Attention:** | Chad Napstad | **Job Name:** | **Cottage Grove Low Zone WTP** |
| **To:** | Rice Lake Construction Group | **Location:** | 110th Street S & Ideal Ave S. |
| | PO Box 517 | | Cottage Grove, MN |
| | Deerwood, MN 56444 | **Re:** | **Field Order No. 22** |
| **Phone:** | 218-546-5519 | | |

**Add / Deduct:** $ 5,858.00 *Five Thousand Eight Hundred Fifty-eight Dollars----*

**Description:** Firestopping at masonry wall tops per Field Order No. 22 completed May 15.

Signed: Danielle Dziedzic

**SECTION C-942 – FIELD ORDER**

**FIELD ORDER NO.: 22**

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: 5/8/2025 | | Effective Date of Field Order: 5/8/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): N/A

Drawing(s) / Details (s): A101

**Description:**

Rooms in the chemical suite require individual fire ratings.

- Provide caulking and other necessary items to provide 2 hour fire rating between rooms 105, 106, 107, 108, 109, and 110, including at the wall to ceiling transition.
- Temporary 90 minute fire rated doors are needed in rooms 105, 106, 107, and 109 until the permanent doors are available to install (anticipated to be August 2025). Fire rated hardware is required.
- Provide temporary 2 hour rated fire walls to fill in the half door space until the permanent double doors arrive. Type X fire rated gypsum wall board (5/8", double thickness, both sides of the wall).

**Attachments:**

- Fire Walls and Caulking markup

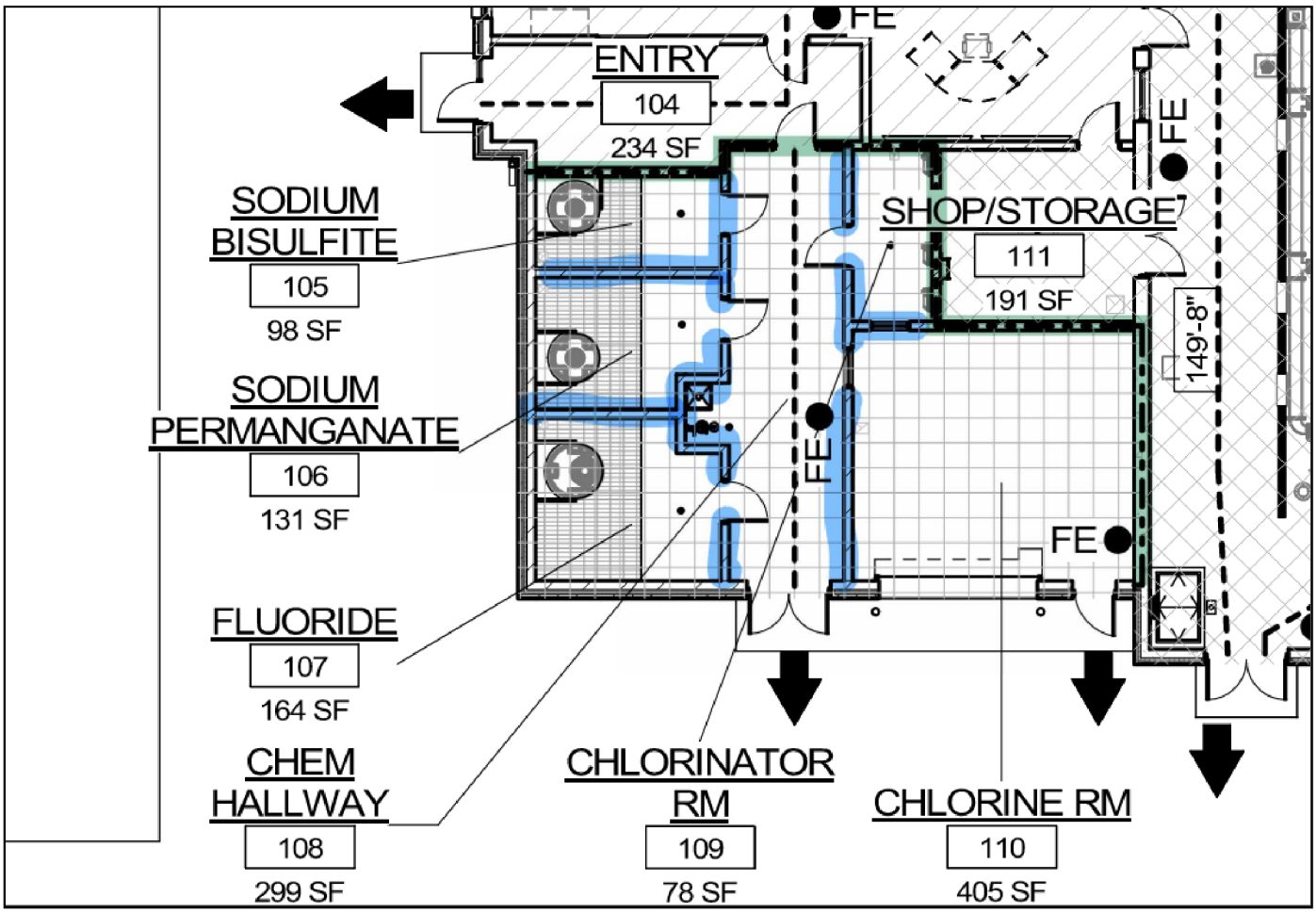
**Issued by Engineer**

By: Brian Lintgen

Title: Project Manager

Date: 5/8/2025

Cottage Grove Low Zone WTP
Fire Walls and Caulking




Green highlighted walls were shown in the plan as 2 hour fire rated.

Blue highlighting are walls that will require fire caulking to make them 2 hour fire rated.

Doors to Rooms 105, 106, 107, & 109 will need 90 minute fire rated temporary doors and hardware until the permanent FRP doors are available.

Brian Lintgen, Stantec
5/8/2025

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 027 5.5

August 19th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 027 – Door Clarifications:

All for the sum of: $31,956.00

Clarifications: Proposal in accordance with field order and RFI responses.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WEG COMPANY

22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 8/19/2025
**COP:** **FO 27 - Door Clarifications**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR TOTAL | EQUIPMENT TOTAL | LINE TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | | | |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Rice Lake | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Supervision | 1.00 | HR | 48.00 | $ 110.00 | $5,280.00 | $ - | $0.00 | $ - | $ - | $ 5,280.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| BDS | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Core Hardware C08 BDS | 1.00 | LS | | $ - | $0.00 | $ 3,841.51 | $3,841.51 | $ - | $ - | $ 3,841.51 |
| - Core Hardware Install | 1.00 | LS | | $ - | $0.00 | $ 6,131.15 | $6,131.15 | $ - | $ - | $ 6,131.15 |
| - BDS CO9 | 1.00 | LS | | $ - | $0.00 | $ 5,605.17 | $5,605.17 | $ - | $ - | $ 5,605.17 |
| - BDS CO10 RFI 90, double doors only | 1.00 | LS | | $ - | $0.00 | $ 1,166.22 | $1,166.22 | $ - | $ - | $ 1,166.22 |
| RFI 84 - Vinco | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 4,275.85 | $ - | $ 4,275.85 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ 264.00 |
| Sales Tax | 1.00 | ea | 8.375% | | | | | | | $ 1,402.31 |
| | | Totals | $ 48.00 | | $ 5,280.00 | | $ 16,744.05 | $ 4,275.85 | $ - | $ 27,966.21 |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | $ 213.79 |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | $ 3,303.61 |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | $ 472.25 |
| | | | | | | | | | **Total Change Order Proposal Request** | $ 31,956 |

**Days Requested** [xx]

| Date: |
|---|
| 8/5/2025 |
| **Change Order:** |
| **9** |
| **RFI-FRP#** |
| **V2** |

# CHANGE REQUEST:

**Project:** Cottage Grove Low Zone WTP

**Project Location:** Ideal Ave South/110th St South

**Contractor:** Rice Lake Construction

**Requested By:** Chad Napstad

**BDS Representative Contact Information:**


| Luke Drazkowski | (844) 200-0270 | ldrazkowski@bdsdoorco.com |
|---|---|---|


**Process Change Order, BDS will require one of the following:**
- Send Updated purchase agreement reflecting the amount listed.
- Send Updated contract reflecting the amount listed.
- Signature on the bottom for changes with no pricing impact.
- Signature if going on clients open charge account.

Expires in: 30 DAYS

## Material Breakdown Cost:

| Qty: | Description: | Cost: | Total: | Tax: |
|---|---|---|---|---|
| 7 | LCN 4050A Reg Arm matching finish- ADD | $655.93 | $4,591.52 | ✓ |
| | | | | |
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## On-Site Labor Breakdown Cost:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |

## Subcontractor Proposals:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |

*16+ Warehouse & Fabrication Locations Nationwide.*

| | |
|---|---|
| **Material Total:** | $4,591.52 |
| **Labor Total:** | |
| ☐ Exempt: *8.375%* **Sales Tax:** | $384.54 |
| **Special Order Freight:** | $119.55 |
| **Self Performed SubTotal:** | $5,095.61 |
| 10% **Overhead & Profit for BDS:** | $509.56 |
| **Self Performed Total:** | $5,605.17 |
| **Subcontractor Total:** | |
| 5% **Overhead & Profit on Subs:** | |
| **Subcontractor Total:** | |

## TOTAL: $5,605.17

### Change Order Note's:

It was requested to provide a cost for a total of (7) closers. Please see the revised "V2 cost quote above"

### Client Authorized Signer:

Full Name:_____ Title:_____

Signature:_____ Date:_____

**Date:** 8/14/2025

**Change Request:** 10

**RFI-FRP#**

# Change Request Proposal

**Project:** Cottage Grove Low Zone WTP

**Project Location:** Ideal Ave South/110th St South

**Contractor:** Rice Lake Construction

**Requested By:** Chad Napstad

**BDS Representative Contact Information:**

| | | |
|---|---|---|
| Luke Drazkowski | (844) 200-0270 | ldrazkowski@bdsdoorco.com |

**Process Change Order, BDS will require one of the following:**
- Send Updated purchase agreement reflecting the amount listed.
- Send Updated contract reflecting the amount listed.
- Signature on the bottom for changes with no pricing impact.
- Signature if going on clients open charge account.

Expires in: 30 DAYS

## Material Breakdown Cost:

| Qty: | Description: | Cost: | Total: | Tax: |
|---|---|---|---|---|
| 1 | Motorized Electric Latch Retraction (MELR)_TAG:_D113D | $785.31 | $785.31 | ✓ |
| 1 | ElectroLynx Retrofit Cable 44"_TAG:_D113D | $75.82 | $75.82 | ✓ |
| 3 | Pemko Astragal S772 (GR) Meeting Stile_TAG:_D108A, D112B, D118A | $21.58 | $64.75 | ✓ |
| | | | | |
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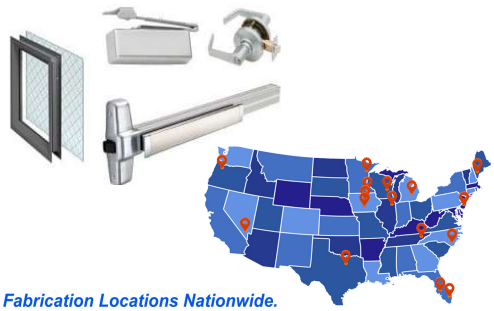
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## On-Site Labor Breakdown Cost:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |

## Subcontractor Proposals:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |



*16+ Warehouse & Fabrication Locations Nationwide.*

| | |
|---|---|
| Material Total: | $925.88 |
| Labor Total: | |
| ☐ Exempt: *8.375%* Sales Tax: | $77.54 |
| Special Order Freight: | $56.77 |
| Self Performed SubTotal: | $1,060.20 |
| 10% Overhead & Profit for BDS: | $106.02 |
| **Self Performed Total:** | $1,166.22 |
| Subcontractor Total: | |
| 5% Overhead & Profit on Subs: | |
| **Subcontractor Total:** | |

**TOTAL: $1,166.22**

## Change Order Note's:

It was requested 8/14/2025 to provide a cost for the above listed hardware items.

**Client Authorized Signer:**

Full Name:_____ Title:_____

Signature:_____ Date:_____

**Date:** 6/10/2025

**Change Order:** 8

**RFI-FRP#**

# CHANGE REQUEST:

**Project:** Cottage Grove Low Zone WTP

**Project Location:** Ideal Ave South/110th St South

**Contractor:** Rice Lake Construction

**Requested By:** Chad Napstad

**BDS Representative Contact Information:**


| Luke Drazkowski | (844) 200-0270 | ldrazkowski@bdsdoorco.com |
|---|---|---|


**Process Change Order, BDS will require one of the following:**
- Send Updated purchase agreement reflecting the amount listed.
- Send Updated contract reflecting the amount listed.
- Signature on the bottom for changes with no pricing impact.
- Signature if going on clients open charge account.

Expires in: 30 DAYS

## Material Breakdown Cost:

| Qty: | Description: | Cost: | Total: | Tax: |
|---|---|---|---|---|
| 7 | 20-059 housings:_TAG_D109A, D101A, D101B, D108B, D111A, D118B, D101C | $86.99 | $608.92 | ✓ |
| 29 | 20-079 housings:_TAG_D119A, D114B, D105A, D113C, D110A, D112A, D113B, D117A, D107A, D112B, | $85.57 | $2,481.65 | ✓ |
| | D104A, D115A, D113D, D106A, D108A, D015A, D111B, D116C, D118A | | | |
| 7 | B520-253 Cam for Corbin Russwin:_TAG_D101C, D101A, D118B, D109A, D101B, D111A, D108B | $15.04 | $105.28 | ✓ |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## On-Site Labor Breakdown Cost:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |

## Subcontractor Proposals:

| Qty: | Description: | Cost: | Total: |
|---|---|---|---|
| | | | |
| | | | |
| | | Sub-Total: | |

*16+ Warehouse & Fabrication Locations Nationwide.*

| | |
|---|---|
| Material Total: | $3,195.85 |
| Labor Total: | |
| ☐ Exempt: *8.375%* Sales Tax: | $267.65 |
| Special Order Freight: | $28.78 |
| Self Performed SubTotal: | $3,492.29 |
| 10% Overhead & Profit for BDS: | $349.23 |
| **Self Performed Total:** | $3,841.51 |
| Subcontractor Total: | |
| 5% Overhead & Profit on Subs: | |
| **Subcontractor Total:** | |

## TOTAL: $3,841.51

### Change Order Note's:

It was requested Wednesday 6/4/2025 to provide a cost to switch all the cylinder housings listed above to accept the facilities exsiting S125 system. All the items above are needed to accept the 23-030 "S125" cores that will follow approval of this change order.

### Client Authorized Signer:

Full Name:_____ Title:_____

Signature:_____ Date:_____

BDS Contract Door & Hardware Co. dba Bowman's Door Solutions
1820 14th St NW
Rochester, MN 55901

WORK ORDER:
**WO-7398**

# Estimate

**Bill to:** BDS Project
1820 14th St NW
Rochester, MN 55901

**Attention:** David Bowman
(507) 361-5015

**Work done description:** -

**Invoice Date:** 06/6/2025
**Service Location:** City of Cottage Grove Low Zone WTP
Cottage Grove, MN

| Category | Item | Description | Qty | Rate | Amount $ |
|---|---|---|---|---|---|
| Price List | SSC | Standard Service Call | 1.00 | 295.00 | 295.00 |
| Price List | RSC | Return Service Call | 4.00 | 195.00 | 780.00 |
| Price List | SVC60 | Labor Replace/Install Mortise Cylinder | 7.00 | 110.20 | 771.40 |
| Price List | SVC60 | Labor Replace/Install Rim Cylinder | 29.00 | 147.75 | 4284.75 |
| | | | | **Sub Total:** | 6131.15 |
| | | | | **Total Amount Due:** | **6131.15** |

**Accepted by:** _____ **Date:** _____

**Printed Name:** _____

*For questions please call 844.240.0099*

At BDS Door , our goal is to provide you with the highest level of products and service. We have proudly served clients throughout Rochester since 1961. From access control systems and automatic doors to keyless locks, locksmith services, and more, we have you covered. Whether you need repair work on door frames, glass replacements, or completely new automatic door systems installed, contact our team to let us know how we can best serve you.

"Opening Doors To The Future"

# RFI 084

**To:** Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

**RFC** 13
**ITEM(S) #** 1

**Attn:** Chad Napstad

**Date:** 6/2/2025

**From:** Dan Moeller

**Project:** Cottage Grove Low Zone Water Treatmer

**Scope of Change:** Air Compressor/Exhaust Fan Automatic Controls

**ITEM #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | 1.00 | X | $110.00 | /hr | | $110.00 |
| **Material:** | $0.00 | X | 1 | = | | $0.00 |
| **Mark-Up (10%):** | $110.00 | X | 10.00% | = | | $11.00 |
| **Material Tax:** | $0.00 | X | 8.39% | = | | $0.00 |
| **Subcontractor:** | $3,957.00 | X | 1 | = | | $3,957.00 |
| **Sub Mark-Up (5%):** | $3,957.00 | X | 5.00% | = | | $197.85 |
| **Equipment:** | $0.00 | X | 1 | = | | $0.00 |
| **Equip Mark-Up:** | $0.00 | X | 10.00% | = | | $0.00 |
| **Misc:** | $0.00 | X | 1 | = | | $0.00 |
| **Misc Mark-up** | $0.00 | X | 10.00% | = | | $0.00 |
| **TOTAL:** | | | | = | | $4,275.85 |

**Total Request for Change:** **$4,275.85**

*Dan Moeller* 6/2/2025

Dan Moeller Date
Project Manager
Vinco Inc.

In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

# CHANGE ORDER PROPOSAL # QR25052902-01

**To:** Vinco Inc.
18995 Forest Blvd N
Forest Lake, MN 55025

**Attn:** Dan Moeller

**Date:** May 30, 2025
**From:** Curt Kattleman
**Valid:** 30 days
**Page:** 1 of 3

**Project:** Cottage Grove Low Zone Water Treatment Facility
**Subject:** RFI#084 Compressor Relay

**In Control Project:** 23196RA

## BACKGROUND:

This proposal is based upon the received document “RFI#084 Air Compressor Controls.

RFI#084 is modifying the control circuit of the EF-14 MCC bucket to run when the compressor is running. At this time, the plant operations personnel would need to manually turn on EF-14 when the compressor is running.

## PROPOSAL CHANGES:

Changes to the original In Control scope include:

1. Onsite modifications to the existing MCC bucket would include:
    a. installing a current sensing relay in the Air Compressor Feeder bucket. When the compressor is in service, this contact would close and automatically require EF-14. Includes internal control wiring, terminal blocks and relays.

# Proposal Summary

The price to make the changes noted above is a $ 3,957 USD net project price increase, including sales and use taxes (the "Net Total Pricing"). Freight is included, FOB shipping point. Submittal and Equipment delivery dates will be scheduled to meet project substantial completion date or project milestones when stated.

**EXCLUSIONS:**
Our proposal does not include the following:

- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment
- Field installation of equipment, enclosures, instrumentation, or other products furnished
- Fasteners or mounts, wire, raceway, or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items furnished or provided by a general or electrical contractor
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

## ACTIONS:

Please approve this Change Proposal as quickly as possible. Once approved we will schedule the engineering changes and submit drawings.

Should there be any questions regarding this Change Proposal, please contact either of us at your convenience. This proposal is valid for thirty (30) days.

Best Regards,

**Curt Kattleman**
Technical Sales Engineer
Mobile: 507.884.4190
Office: 763.783.9500
E-Mail: curt.kattleman@incontrol.net

**Patrick McPeck**
Project Manager
Mobile: 612.79935617
Office: 763.783.9500
E-Mail: patrickmcpeck@incontrol.net

**ACCEPTANCE**: To accept this proposal please return a signed copy with purchase order. Thank you!

**Signature:**_____ **Purchase Order:**_____

**Print Name:**_____ **Date:**_____

**Title:**_____ **Proposal Number: QR25052902-01**

# Standard Terms and Conditions of Sale

**1. ENTIRE AGREEMENT** – These Standard Terms and Conditions of Sale ("Terms") govern the goods and attendant services ("Work") that In Control, Inc. ("In Control") will provide to Purchaser pursuant to In Control's Proposal attached hereto ("Proposal"). The Proposal, along with these Terms, constitute the sole and entire agreement between the parties with respect to the Work (the "Order"). This Order supersedes all prior understandings, discussions, representations, and warranties, both written and oral, regarding the Work. If Purchaser's internal systems require it to issue a separate purchase order to accept this Order, then any additional or conflicting terms in Purchaser's purchaser order are expressly rejected and will not in any way amend, alter, change, or negate these Terms. No change or modification to this Order is effective unless in writing and signed by each party.

**2. TERMINATION** – Either party may terminate this Order for cause if the other party (i) materially breaches this Order; (ii) becomes insolvent or admits its inability to pay its bills as they become due; or (iii) files for or is forced into a bankruptcy, receivership, or liquidation. The party seeking to terminate this Order for cause will give the other party fourteen (14) days' written notice and the other party will have 14 days to cure the stated default(s). If Purchaser desires to terminate this Order for its own convenience before final completion of the Work, Purchaser may do so, provided that Purchaser pays In Control (i) for all Work provided at In Control's published rates before the termination date, (ii) all reimbursable expenses incurred before the termination date, (iii) for all equipment ordered before the termination date, and (iv) an early termination fee equal to ten percent (10%) of the remaining Work to be performed as of the termination date.

**3. ATTORNEYS' FEES** - If either party files a lawsuit to enforce this Order, the prevailing party in such lawsuit will be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses incurred in connection with such lawsuit, as well as any appeal or enforcement of any judgment arising from the lawsuit.

**4. INDEMNIFICATION / INSURANCE** - Purchaser will defend, indemnify, and hold harmless In Control from and against all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or relating to goods or services not provided by In Control pursuant to this Order. These obligations include, but are not limited to, all product liability, personal injury, death, or property damage claims. These obligations will survive the termination or completion of the Work. Each party is responsible for obtaining and maintaining appropriate insurance coverages and endorsements necessary to ensure the provisions of this paragraph and other insurable obligations under this Agreement while the Work is being performed and for a reasonable time thereafter.

**5. WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power incurred by Purchaser as a result of In Control's Work. Unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages. Furthermore, in no event will In Control's total liability arising out of this Order exceed two (2) times the amount of the Net Total Pricing.

**6. FORCE MAJEURE** – The parties agree that In Control will not be responsible or liable for any failure or delay in the performance of the Work arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes, acts of nature, and interruptions of utilities, communications or computer services, or other incidents shown to be outside of In Control's control (each a "Force Majeure Event"). In Control agrees, however, to use all commercially reasonable efforts to mitigate a Force Majeure Event and resume performance of the Work as soon as practicable under the circumstances.

**7. WARRANTY** – Unless other or more specific warranties are expressly set forth in the Proposal, In Control warrants that the Work will be of good quality, free from defects in material and workmanship, will conform to the specifications and drawings, and be suitable for their intended purpose. This standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate any warranty should Purchaser's account be in arrears for more than thirty-one (31) days. Purchaser agrees that In Control's warranties do not apply to any damages, delays, or interruptions caused by: (i) reasonable wear and tear; (ii) pre-existing conditions at site; (iii) accidental damage caused by Purchaser; (vi) intentional damage, misuse, or abuse caused by Purchaser or a third-party; or (v) any Force Majeure Event.

**8. ESCALATION** – This Order is conditioned upon the ability of In Control to complete the Work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time while the Work is being performed, unable to complete the Work at the present prices and wages, then the Net Total Pricing will be equitably adjusted by change order to compensate In Control for significant price increases. A significant price increase is defined as a change of ten percent (10%) or more for a Work item between the date of the Proposal and the date the applicable Work is performed.

**9. PAYMENT TERMS** - The payment terms are net thirty (30) days upon invoice receipt. Any balance remaining over thirty-one (31) days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Should a payment default occur In Control reserves the right to stop all Work, including but not limited to startup of equipment, and terminate any existing warranty. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms. The entire Net Total Price will be invoiced in full upon shipment, unless specific terms are described in the Proposal. No retainage is allowed.

**10. NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.

**11. REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

**12. RELATIONSHIP OF PARTIES** – The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**SECTION C-942 – FIELD ORDER**

**FIELD ORDER NO.: 27**

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: 06/16/2025 | | Effective Date of Field Order: 06/16/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s):

Drawing(s) / Details (s): A002

**Description:**

**In both doors D112B & D108A, the RHR door (Right Hand Reverse, which is the door to the east) should be the active door.**

**These double doors have hardware sets "ED" which includes weatherstripping and a door bottom.**

**As for the basement doors, the closures were not shown but are required. All of the doors into stairwells should have closers.**

**Please add closers to the stairwell doors D003A, D003B, D005A, and D010A.**

**Issued by Engineer**

By: Eugene Minnick

Title: Project Engineer

Date: 06/16/2025

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 033 5.6

February 11th, 2026

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 033 – Removable Mullions:

All for the sum of: $4,255.00

Clarifications: Proposal included removable mullions.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WBG COMPANY
22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 2/11/2026
**COP:** **FO 33 - Removable Mullions**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR TOTAL | EQUIPMENT TOTAL | LINE TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | | | |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Rice Lake | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Supervision | 1.00 | HR | 16.00 | $ 110.00 | $1,760.00 | $ - | $0.00 | $ - | $ - | $ 1,760.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| David Hardware | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Mullions | 1.00 | LS | | $ - | $0.00 | $ 1,686.00 | $1,686.00 | $ - | $ - | $ 1,686.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ 88.00 |
| Sales Tax | 1.00 | ea | 8.375% | | | | | | | $ 141.20 |
| | | Totals | $ 16.00 | | $ 1,760.00 | | $ 1,686.00 | $ - | $ - | $ 3,675.20 |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | $ - |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | $ 516.90 |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | $ 62.88 |
| | | | | | | | | | **Total Change Order Proposal Request** | $ 4,255 |

**Days Requested** [xx]

## SECTION C-942 – FIELD ORDER 33

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: | 12/5/2025 | Effective Date of Field Order: 12/5/2025 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): N/A

Drawing(s) / Details (s): Architectural (A) sheets

**Description:**

Revise exterior double doors D108A (chemical hallway), D112A (pretreatment room), and D118A (electrical room) to include a removable center mullion without strike plates. Include mullion gasketing. Install astragal according to the previous instructions. Revise door threshold as needed to accommodate mullion. Maintain vertical rod exit devices. Submit revised drawings for approval.

**Attachments:** N/A

**Issued by Engineer**

By: Brian Lintgen

Title: Project Manager

Date: 12/5/2025

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 0XX 5.7

April 29th, 2026

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to install Weatherstripping:

All for the sum of: $5,040.00

Clarifications:

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WRG COMPANY

22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 4/29/2026
**COP:** **FO XX - Weather Stripping**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Rice Lake | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Labor | 1.00 | HR | 32.00 | $ 110.00 | $3,520.00 | $ - | $0.00 | $ - | $ - | $ 3,520.00 |
| - Material (David Hardware) | 1.00 | LS | | $ - | $0.00 | $ 601.00 | $601.00 | $ - | $ - | $ 601.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ 176.00 |
| Sales Tax | 1.00 | ea | 8.375% | | | | | | | $ 50.33 |
| | | Totals | $ 32.00 | | $ 3,520.00 | | $ 601.00 | $ - | $ - | $ 4,347.33 |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | $ - |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | $ 618.15 |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | $ 74.48 |
| | | | | | | | | | **Total Change Order Proposal Request** | $ 5,040 |

**Days Requested** [xx]

**EMAILED**

A CORNERSTONE IN COMMERCIAL HARDWARE

DAVIDHARDWARE INC.

10990 60th Street N., Stillwater, MN 55082
Phone: 651-429-8421 Fax: 651-207-6366 Web: davidhardware.net

4-16-2026

RE: WTP – Cottage Grove, MN

FINISH HARDWARE

$601.00 tax included, delivered, for furnishing:

8 Set W/S 303AV-36" x 86"
2 Set W/S 303AV-72" x 86"
1 Set W/S 303AV-72" x 96"

**We are a SBE/CERT vendor**

We acknowledge receipt of addendums # - Plan Dated

This bid is based on the following:

1. Material only, no installation is included unless noted.
2. This quotation is valid for 30 days from above date.
3. All prices are FOB job site.
4. Since some items are dependent on factory delivery, we will not accept a contract involving liquidated damages for failure to deliver by a certain date. We will not share or accept responsibility if liquidated damages are written into your contract with the owner.

| DIV. 8 |
| --- |
| Jon D. |

Accepted by: _____

DAVID HARDWARE INC.

Date: _____

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 0XX 5.8

January 23, 2026

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Chlorine Room HVAC Relocate:

All for the sum of: $6,686.00

Clarifications: Proposal to relocate ductworks, remove and patch masonry, and paint new opening for HVAC to Chlorinator room. Electrical excluded, anticipate routing around electrical.

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WEG COMPANY

22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 4/22/2026
**COP:** **FO XX HVAC Relocate**

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Rice Lake | | | | | | | | | | |
| - Supervision | 1.00 | Day | 8.00 | $ 110.00 | $880.00 | $ - | $0.00 | $ - | $ 329.00 | **$ 1,209.00** |
| - Masonry | 1.00 | HR | 8.00 | $ 98.00 | $784.00 | $ - | $0.00 | $ - | $ 329.00 | **$ 1,113.00** |
| - Materials | 1.00 | LS | | $ - | $0.00 | $ 150.00 | $150.00 | $ - | $ - | **$ 150.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| Sub | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| - Chappel HVAC | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 2,725.00 | $ - | **$ 2,725.00** |
| - Vinco - No electrical, route felxible duct around c | 0.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| - Insulation - Pre-insulated mech duct | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| - Paint | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 750.00 | $ - | **$ 750.00** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | **$ -** |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | **$ 83.20** |
| Sales Tax | 1.00 | ea | 8.735% | | | | | | | **$ 13.10** |
| | | Totals | $ 16.00 | | $ 1,664.00 | | $ 150.00 | $ 3,475.00 | $ 658.00 | **$ 6,043.30** |

| | |
|---|---|
| Rice Lake Mark-up on Subs (5%) | **$ 173.75** |
| Rice Lake Mark-up on Labor, Material, and Equipment (15%) | **$ 370.80** |
| Bond and Insurance Cost (1.5%) | **$ 98.82** |
| **Total Change Order Proposal Request** | **$ 6,686.67** |
| Est Completion | |
| **Days Requested** | TBD |

# Chappell Central, Inc.

DATE: 1/8/2026

Chappell Central, Inc. 1950 Trott Avenue SW
Willmar, MN 56201
(320)235-2151

CHAPPELL CENTRAL
MECH RQST #
PR NO.
OWNER PROJECT 0
ARCH PROJECT 0
FILE 0

**PROJECT:** Cottage Grove Low Zone
**LOCATION:** Cottage Grove, MN

**DESCRIPTION OF CHANGE:** CCI to extend 10x8 ductwork into Chlorinator Room 109.

| | | | |
|---|---|---|---|
| BASE LABOR | $ 145.00 | 16 HRS | $ 2,320.00 |
| **Base labor includes shop fabrication and field crew installation** | | | |
| UNEMPLOYMENT TAXES INS | | | |
| SUPERVISION | | | |
| SAFETY & CLEAN-UP | | | |
| SMALL TOOLS | | | |
| MATERIAL HANDLING | | | |
| SUBS/ MILEAGE / VEHICLE | | | |
| LABOR SUBTOTAL | | | $ 2,320.00 |

**SUBCONTRACTOR:**

**TOTAL MATERIALS**

| | | |
|---|---|---|
| Ductwork/Sealant | $ | 146.00 |
| SUBTOTAL | $ | 146.00 |

SPECIAL NOTATIONS & / OR EXCLUSIONS:
1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS OR PER PROJECT SCHEDULE.
3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

| | | | |
|---|---|---|---|
| SUBTOTAL MATERIAL & LABOR | | $ | 2,466.00 |
| 10% | P. & O. | $ | 247.00 |
| 5% | P. & O. (Subcontractor) | | |
| | MN STATE SALES TAX | $ | 12.00 |
| | **TOTAL THIS REQUEST:** | $ | 2,725.00 **ADD** |

RICE LAKE
A WRG COMPANY

22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 035 5.9

June 8, 2026

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Subject: LV-6

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 35 – LV-6

All for the sum of: $27,214.00

Clarifications: Itemized proposal included for reference.

- Proposal includes FO 35 LV-6
- FRP Door Thresholds
- Chlorine light and fan controls

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter

RICE LAKE
A WRG COMPANY
22360 County Road 12, PO Box 517
Deerwood, MN 56444

# CHANGE ORDER PROPOSAL

**RLCG PROJECT #:** 23-33
**PROJECT NAME:** Cottage Grove Low Zone Water Treatment Plant
**DATE:** 6/8/2026
**COP:** FO 35 - LV-6

| DESCRIPTION | QTY | UNIT | LABOR | | | MATERIAL | | SUBCONTRACTOR | EQUIPMENT | LINE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS | $ RATE | TOTAL | RATE | TOTAL | TOTAL | TOTAL | TOTAL |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $0.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Rice Lake | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Supervison | 1.00 | LS | 40.00 | $ 110.00 | $4,400.00 | $ - | $0.00 | $ - | $ - | $ 4,400.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Subcontract | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - Electrical (Vinco) HVAC Controls Per LV-6 | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 8,630.36 | $ - | $ 8,630.36 |
| - Electrical (Vinco) Cl. Rm. Light & Fan Controls | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 2,526.59 | $ - | $ 2,526.59 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - HVAC (Chappel) | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 8,279.00 | $ - | $ 8,279.00 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| - FRP Doors (FMI) Threshholds & Sweeps | 1.00 | LS | | $ - | $0.00 | $ - | $0.00 | $ 1,070.99 | $ - | $ 1,070.99 |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| | | | | $ - | $0.00 | $ - | $0.00 | $ - | $ - | $ - |
| Misc. Small Tools and Mat'l 5% of Labor | 1.00 | ea | 5.00% | | | | | | | $ 220.00 |
| Sales Tax | 1.00 | ea | 8.325% | | | | | | | $ - |
| | | Totals | $ 40.00 | | $ 4,400.00 | | $ - | $ 20,506.94 | $ - | $ 25,126.94 |
| | | | | | | | | | Rice Lake Mark-up on Subs (5%) | $ 1,025.35 |
| | | | | | | | | | Rice Lake Mark-up on Labor, Material, and Equipment (15%) | $ 660.00 |
| | | | | | | | | | Bond and Insurance Cost (1.5%) | $ 402.18 |
| | | | | | | | | | **Total Change Order Proposal Request** | $ 27,214.00 |

**Days Requested** [xx]

# Field Order 35

**To:** Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

**RFC** 14
**ITEM(S) #** 1

**Attn:** Chad Napstad

**Date:** 6/5/2026

**From:** Dan Moeller

**Project:** Cottage Grove Low Zone Water Treatmer

**Scope of Change:** HVAC Controls per FO 35

**ITEM #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | 16.00 | X | $120.00 | /hr | | $1,920.00 |
| **Material:** | $184.45 | X | 1 | = | | $184.45 |
| **Mark-Up (10%):** | $2,104.45 | X | 10.00% | = | | $210.45 |
| **Material Tax:** | $184.45 | X | 8.39% | = | | $15.47 |
| **Subcontractor:** | $6,000.00 | X | 1 | = | | $6,000.00 |
| **Sub Mark-Up (5%):** | $6,000.00 | X | 5.00% | = | | $300.00 |
| **Equipment:** | $0.00 | X | 1 | = | | $0.00 |
| **Equip Mark-Up:** | $0.00 | X | 10.00% | = | | $0.00 |
| **Misc:** | $0.00 | X | 1 | = | | $0.00 |
| **Misc Mark-up** | $0.00 | X | 10.00% | = | | $0.00 |
| **TOTAL:** | | | | = | | $8,630.36 |

**Total Request for Change:** **$8,630.36**

*Dan Moeller* 6/5/2026

Dan Moeller — Date
Project Manager
Vinco Inc.

# RFC 15

**To:** Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

**RFC** 15
**ITEM(S) #** 1

**Attn:** Chad Napstad

**Date:** 6/5/2026

**From:** Dan Moeller

**Project:** Cottage Grove Low Zone Water Treatmer

**Scope of Change:** Chlorine Room lighting and fan controls

**ITEM #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | 14.00 | X | $120.00 | /hr | | $1,680.00 |
| **Material:** | $573.21 | X | 1 | = | | $573.21 |
| **Mark-Up (10%):** | $2,253.21 | X | 10.00% | = | | $225.32 |
| **Material Tax:** | $573.21 | X | 8.39% | = | | $48.06 |
| **Subcontractor:** | $0.00 | X | 1 | = | | $0.00 |
| **Sub Mark-Up (5%):** | $0.00 | X | 5.00% | = | | $0.00 |
| **Equipment:** | $0.00 | X | 1 | = | | $0.00 |
| **Equip Mark-Up:** | $0.00 | X | 10.00% | = | | $0.00 |
| **Misc:** | $0.00 | X | 1 | = | | $0.00 |
| **Misc Mark-up** | $0.00 | X | 10.00% | = | | $0.00 |
| **TOTAL:** | | | | = | | $2,526.59 |

**Total Request for Change:** **$2,526.59**

*Dan Moeller* 6/5/2026

Dan Moeller — Date
Project Manager
Vinco Inc.

# Chappell Central, Inc.

DATE: 5/28/2026

Chappell Central, Inc. 1950 Trott Avenue SW
Willmar, MN 56201
(320)235-2151

CHAPPELL CENTRAL
MECH RQST #
FIELD ORDER NO. 035
OWNER PROJECT 0
ARCH PROJECT 0
FILE 0

PROJECT: Cottage Grove Low Zone
LOCATION: Cottage Grove, MN

**DESCRIPTION OF CHANGE:** Field Order #035:

| | | | | |
|---|---|---|---|---|
| BASE LABOR | $ 140.00 | 8 HRS | $ 1,120.00 | |
| **Base labor includes shop fabrication and field crew installation** | | | | |
| UNEMPLOYMENT TAXES INS | | | | |
| SUPERVISION | | | | |
| SAFETY & CLEAN-UP | | | | |
| SMALL TOOLS | | | | |
| MATERIAL HANDLING | | | | |
| SUBS/ MILEAGE / VEHICLE | | | | |
| LABOR SUBTOTAL | | | $ 1,120.00 | |

| | | |
|---|---|---|
| **SUBCONTRACTOR:** | | |
| UHL Co. | $ | 6,374.00 |
| **TOTAL MATERIALS** | | |
| 16x16 control damper | $ | 250.00 |
| misc blank-off falshing | $ | 50.00 |
| SUBTOTAL | $ | 6,674.00 |

SPECIAL NOTATIONS & / OR EXCLUSIONS:
1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS OR PER PROJECT SCHEDULE.
3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

| | | | |
|---|---|---|---|
| SUBTOTAL MATERIAL & LABOR | | $ | 7,794.00 |
| 10% | P. & O. | $ | 142.00 |
| 5% | P. & O. (Subcontractor) | $ | 319.00 |
| | MN STATE SALES TAX | $ | 24.00 |
| | SD EXCISE TAX: | | |
| | **TOTAL THIS REQUEST:** | $ | 8,279.00 **ADD** |

# Contract - Job Change Request

**CONTRACTOR:** Chappell Central, Inc. **DATE:** 5/27/2026

**ADDRESS:** **CITY:** **STATE:**

**ATTENTION:** Joe Meyer **RFI** 35 **UHL #** 024TC028

**JOB NAME:** Cottage Grove Water Treatment Plant Low Zone

**Per Your Request:** ☐ VERBAL ☐ PHONE ☐ FAX ☐ MAIL ☐ EMAIL

**CHANGE REQUEST DESCRIPTION:**

Provide actuator and Nema 4X 304 stainless cover for actuator for LV 6 and interface gas relay panel.
Div 26 to provide contact from SCADA on Gas Alarm.
Damper and damper installation by others.

Material 2,662.00
Labor 3,712.00

**TOTAL** $ 6,374.00

**UHL COMPANY, INC.**

**PLEASE SIGN AND RETURN:**

**CONTRACTOR:**

**NAME:**

| | Rate | Hours | Total | Qty | Qty Total |
|---|---|---|---|---|---|
| Electrician | $135.00 | 12 | $1,620.00 | 1 | $1,620.00 |
| Technician | $135.00 | 8 | $1,080.00 | | $1,080.00 |
| Control Engineeri | $135.00 | 4 | $540.00 | | $540.00 |
| Project Managem | $135.00 | 1 | $135.00 | | $135.00 |
| Material | | | $2,240.00 | | $2,240.00 |
| Tax | 8.025% | | $179.76 | | $179.76 |
| Sub Total | | | $5,794.76 | | $5,794.76 |
| Profit / Overhead | 10% | | $579.48 | | $579.48 |
| Total | | | $6,374.24 | | $6,374.24 |
| Lift and delivery | | | | | $0.00 |
| | | | | | $6,374.24 |

| | Sub Total | OH/P | Total |
|---|---|---|---|
| Labor | $3,375.00 | $337.50 | $3,712.50 |
| Material | $2,419.76 | $241.98 | $2,661.74 |
| Total | | | $6,374.24 |

FMI
Ford Metro Inc.

**DATE:** 6/4/2026
**PROJECT:** Cootage Grove WWT
**PROPOSED CHANGE:**
**DESCRIPTION:** Added Threshols and Sweeps for Interior FRP Doors

| | | | | |
|---|---|---|---|---|
| **MATERIAL:** | | | | |
| Thresholds and Sweeps | | $ | 392.00 | |
| | MATERIAL TOTAL | $ | 392.00 | |
| **LABOR:** | | | | |
| INSTALLATION | | $ | 581.63 | |
| | SUBTOTAL | $ | 973.63 | |
| | | $ | 97.36 | 10% OH&P |
| | NET ADD: | $ | 1,070.99 | |

By: _____
Project Mgr.

By: _____
Project Owner / Rep.

## SECTION C-942 – FIELD ORDER 35

| | | | |
|---|---|---|---|
| Owner: | Cottage Grove, Minnesota | Owner's Project No.: | |
| Engineer: | Stantec | Engineer's Project No.: | 193805365 |
| Contractor: | Rice Lake Construction Group | Contractor's Project No.: | 2333 |
| Project: | Low Zone Water Treatment Plant | | |
| Contract Name: | | | |
| Date Issued: | 5/22/2026 | Effective Date of Field Order: 5/22/2026 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): Mechanical (M), Instrumentation & Controls (I)

Drawing(s) / Details (s): Mechanical (M), Instrumentation & Controls (I)

**Description:**

Provide motorized damper for louver LV-6. Size of motorized damper shall be 16"x16". Blank off remaining area behind the louver. Wiring and conduit between TCP-5 and outside air damper (LV-6) shall be by Division 23 as noted on M604 and M602 General Notes. Wiring and conduit between TCP-5 and SCADA shall be by Division 26 as noted on M602 General Notes.

Connect outside air automatic control dampers associated with EF-10 and EF-11 to the chlorine gas monitoring system shown on drawing N723 of the contract drawings. Interlock the Gas Relay Panel shown on drawing N723 with operation of exhaust fan (EF-10), exhaust fan 11 (EF-11) and associated outside air dampers. Provide additional output relay contacts and terminal blocks as needed in the Gas Relay Panel to accommodate additional wiring and outputs for this new functionality.

The following sequence shall be achieved: Whenever the gas alarm is activated a signal shall be sent to control panel TCP-5 to override operation of EF-10, EF-11 and associated outside air dampers. EF-10 and EF-11 shall stop, and the outside air dampers shall close. EF-10, EF-11 and outside dampers shall be allowed to restart automatically by TCP-5 after the chlorine alarm from the gas relay panel has been cleared off.

**Attachments:** N/A

**Issued by Engineer**

By: Brian Lintgen

Title: Project Manager

Date: 5/22/2026

Stantec

# Memo

| | | | |
|---|---|---|---|
| To: | Ryan Burfeind<br>Cottage Grove Public Works Director | From: | Brian Lintgen<br>Minneapolis Office |
| Project/File: | 193805365 | Date: | June 8, 2026 |

**Reference: Low Zone WTP - Change Order No. 5 Discussion**

The Cottage Grove Low Zone Water Treatment Plant construction is nearly complete. The plant has successfully been producing water since the latter half of 2025. The Well 2 vessels have come online, bringing the plant to full capacity. During the course of construction, changes from the bid plan are sometimes required. The following summarizes the background for the changes presented in Change Order No. 5.

- Well 2 Vessel Move
    - It was determined that the original schedule to move the Well 2 Interim Treatment Facility equipment (two GAC vessels and valve tree) would negatively impact the City's ability to produce compliant water in the peak pumping season. As demands increase in the spring, the Well 2 facility needed to stay online to help meet those demands. The equipment move was delayed until the off-peak pumping season in the winter of 2025 to 2026. The delay meant that the project completion dates needed to be extended. Delays in the supply of modified vessel components has pushed the work to March of 2026. The cost for this work delay was $19,864.06 and was necessary for continuity of the City's treatment network.
    - This change has been previously approved.
- Well 2 Interim Treatment Facility Demolition
    - The original Low Zone WTP did not include demolition of the Well 2 Interim Treatment Facility. While it is not technically tied to the Low Zone project, the work still needed to be completed. Cost savings were realized by using the same contractors from Low Zone to demolish the Well 2 facility. The cost for this work was $71,870.00 and is in line with typical bid pricing for this work. This work was necessary for the City to complete.
    - This change has been previously approved.
- Pretreatment Vessel Programing
    - It was determined that the pretreatment vessels required programing to operate as intended. The original plans included programing direction and strategies, but conflicting information regarding programing responsibility meant that the cost were not included in the bid price. The original intent was to have the programing completed by either the vessel supplier or the system integrator. Because the system integrator could complete the work in

the timeframe necessary for startup, their quote was selected. The cost for this work is $58,103.00 and is in line with typical bid pricing for this work. This work is required to complete the treatment plant as designed.

- Chemical Suite Fire Ratings
    - It was determined that the chemical rooms required individual fire ratings and fire protection from each other. The original plans included fire protection for the overall chemical suite area, but not between individual rooms. Fire caulking between rooms is necessary to comply with building codes and provide a well-functioning facility.
    - Change Order No. 2 identified the need for double doors for the fluoride, sodium permanganate, and sodium bisulfite rooms (D105A, D106A, and D107A). Change Order No. 4 identified the need for revised hardware on these doors to protect their fire ratings. These changes and long lead times for materials meant that permanent fire rated doors would not be available in time for initial plant startup in June of 2025. To protect operators in the event of a fire, these doors needed to be fire rated once chemicals were brought to site. Temporary fire rated doors and infill walls (to fill in for the double door opening) were needed to operate the plant. The original plans included these fire rated doors. They were necessary to provide a safe and well-functioning facility.
    - The cost for this work is $20,171.00 and is in line with typical bid pricing for this work.
- Door Hardware Revisions and EF-14 Auto-Start
    - It was determined that door closers were required on stairwell doors. The original plans did not call out the closers on these doors. The original intent would be to provide closers, as this is a code requirement. The closers are necessary for a compliant, well-functioning facility.
    - It was determined that Door D113D (east side of the GAC filter room) required a motorized latch retractor for the keycard access. The original design included wiring for this door to receive keycard access, but the door schedule did not include the motorized latch retractor. The original intent was to include this equipment. This is necessary for a well-functioning facility.
    - It was determined that a door seal (astragal) was needed on the mating faces of the exterior double doors to prevent weather intrusion into the building. The original intent was to include these components. They are necessary for a well-functioning facility.
    - A new City standard keying system was implemented after the project was bid. This change was due to the start of a City-wide rekeying effort, which is a critical security component for the City, particularly the public drinking water system. Once the new keying standard was implemented, it was necessary to modify the keying for the plant to follow the new standard. The new City standard master keying system (Schlage) did not match the specified keying system for the facility. The City standard was identified after door

**Reference: Low Zone WTP - Change Order No. 5 Discussion**

hardware was ordered. Lock cylinders in the door handles need to be changed out to match the City's Schlage system. The hardware revisions are necessary for a secure, well-functioning facility.

- It was determined that the air compressor required EF-14 (exhaust fan above the compressor) to operate any time the compressor runs. To prevent accidental compressor starting without the exhaust van, a current sensing relay was installed in the MCC. Now when the compressor starts, EF-14 automatically starts. This is necessary to protect equipment in facility and eliminates chance for operator error.
- The cost for this work is $31,956.00 and is in line with typical bid pricing for this work.

- Exterior Double Door Mullions
  - It was determined that the exterior double door astragals alone would not provide adequate security for the facility. Removable mullions (post between the double door panels) will provide positive security and weather protection at the exterior double door locations. The cost for this work is $4,255.00 and is in line with typical bid pricing for this work. The mullions are necessary for a secure, well-functioning facility.
- Exterior Door Weatherstripping
  - It was determined that the door gaskets provided on the on the exterior doors did not provide adequate sealing against the elements. Additional weatherstripping will be added to the doors to make them weather tight. The cost for this work is $5,040.00 and is in line with typical bid pricing for this work. The weatherstripping is necessary for a well-functioning facility.
- Chlorinator Room HVAC Supply Ductwork
  - The size of the chlorinator room was reduced as part of Field Order No. 09. This was done to increase the size of the adjacent ChlorTainer room (to accommodate the chlorine tank loader system). As part of the room size reduction and wall relocation, the supply ductwork for the chlorinator room should have also been moved. The ductwork will be removed from the incorrect room and moved to the chlorinator room. Holes in the block wall will be patched and painted. The cost for this work is $6,686.00 and is in line with typical bid pricing for this work. The ductwork relocation is necessary for a safe, well-functioning facility.
- ChlorTainer Room HVAC and Controls; Chemical Room Door Thresholds
  - The intake louver for the ChlorTainer room needs to have a motorized damper installed and wired to the exhaust fan. The motorized damper is needed to create a positive seal on the louver in the event of a chlorine leak (to keep any gas in the room). A motorized damper and related wiring will be installed. The controls for the exhaust fan and damper for this room and the chlorinator room will be tied into the chlorine alarm system to shut

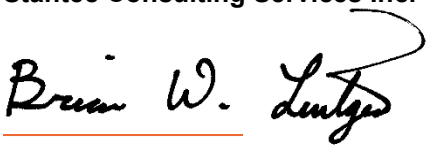
**Reference: Low Zone WTP - Change Order No. 5 Discussion**

down/close in the event of a chlorine leak. The louver and control updates are necessary for a safe, well-functioning facility.

- The ChlorTainer Room (chlorine cylinder storage) is required to have a vandal proof outside switch with a signal light indicating fan operation per the MDH plan approval letter and 10 States Standards 5.8.1 d 7). An indicating switch, vandal protection, and related wiring to show fan operation will be added to the exterior of the building. The switch update is necessary for a safe, well-functioning facility and to meet MDH requirements.
- It was determined that the thresholds are required at the chemical room doors in order to maintain their fire rating. Thresholds will be added to meet this fire rating. The thresholds are necessary to maintain the fire rating of these rooms.
- The cost for this work is $27,214.00 and is in line with typical bid pricing for this work.

Regards,

**Stantec Consulting Services Inc.**



**Brian Lintgen** PE (MN)
Senior Associate
Phone: (612) 712-2041
Mobile: (320) 333-6825
brian.lintgen@stantec.com

# City Council Action Request

# 7.V.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Engineering |
| **Agenda Category** | Action Item |
| **Title** | 2026 Pavement Management Project – Change Order 1 |
| **Staff Recommendation** | Approve Change Order #1, decreasing the contract amount by $23,787.50 for the 2026 Pavement Management Project, and authorize the City Engineer to sign the Change Order. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 01 - Change Order 1 Memo |
| 2. | Change_Order_1_Revised |

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

**From:** Alanna Sobottka, Assistant City Engineer

**Date:** July 15, 2026

**Re:** 2026 Pavement Management Project – Change Order 1

---

## Background

The 2026 Pavement Management Project is currently under construction after the City Council approved awarding the project on April 15. The project includes pavement rehabilitation between Inwood Avenue and Jamaica Avenue and between Hillside Trail and 90th Street.

## Discussion

Following the bid award for the 2026 Pavement Management Project, McNamara Contracting approached the City with an alternative construction method that would reclaim the existing roadways instead of milling the pavement and supplementing the gravel base as needed, as originally specified in the plans.

To evaluate this option, test holes were completed throughout the project area to assess the subgrade soil conditions and determine whether the streets were suitable candidates for reclamation. The investigation found that all roadways, with the exception of Hillside Trail, contained adequate granular material beneath the pavement, making them good candidates for reclamation.

Several locations along Hillside Trail were found to have poor subgrade conditions that were not identified in the geotechnical report. These conditions likely would have been discovered during Phase 3 after the pavement was removed and would have required mitigation. As a result, this change order revises the reconstruction method by using reclamation and paving for all roadways except Hillside Trail. On Hillside Trail, the existing pavement and unsuitable subgrade will be removed and replaced with new pavement and a gravel base section utilizing excess reclaimed material from the other project streets.

Although the revised work on Hillside Trail results in additional costs, the savings achieved by reclaiming the remaining roadways more than offset those costs, resulting in a net contract savings of $23,787.50.

The original awarded contract amount was $3,388,121.63. With approval of this change order, the revised contract amount will be $3,364,334.13.

## Recommendation

Approve Change Order #1, decreasing the contract amount by $23,787.50 for the 2026 Pavement Management Project, and authorize the City Engineer to sign the Change Order.

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# CHANGE ORDER NO.: 1

| | | | |
|---|---|---|---|
| Owner: | City of Cottage Grove, MN | Owner's Project No.: | |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 24X.137045 |
| Contractor: | McNamara Contracting, Inc. | Contractor's Project No.: | |
| Project: | 2026 Pavement Management Project | | |
| Contract Name: | 2026 Pavement Management Project | | |
| Date Issued: | June 25, 2026 | Effective Date of Change Order: | June 25, 2026 |

The Contract is modified as follows upon execution of this Change Order:

Description: WHEREAS, Change Order No. 1 modifies the method of construction for pavement removal and grading of existing aggregates to reclamation or reconstruction of street section on Hillside Trail as shown on the attached revised plan sheets and modifies Article 5.01 of the Agreement to add/change the items to the Schedule of Unit Prices as shown on Page 2 of this Change Order related to the changes in method of construction.

NOW THEREFORE, BE IT MUTUALLY AGREED THAT: The Contractor will conduct full depth reclaimation on all of the project streets woth the exception of Hillside Trail. The lump sum cost will include full depth reclamation, haul away of excess reclaimed base, tolerancing and grading, and compaction. The Contractor also agrees to subcut Hillside Trail to a section noted in the revised C1.01 and place excess reclaimed base, including hauling, placement, and compaction.

Attachments: Revised plan sheets C1.01 and C6.01 through C6.17.

| Change in Contract Price | Change in Contract Times [State Contract Times as either a specific date or a number of days] |
|---|---|
| Original Contract Price:<br>$ 3,388,121.63 | Original Contract Times:<br>Substantial Completion: 9/11/2026<br>Ready for final payment: 10/9/2026 |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:<br>$ 0.00 | [Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:<br>Substantial Completion: 0<br>Ready for final payment: 0 |
| Contract Price prior to this Change Order:<br>$ 3,388,121.63 | Contract Times prior to this Change Order:<br>Substantial Completion: 9/11/2026<br>Ready for final payment: 10/9/2026 |
| [Increase] [Decrease] this Change Order:<br>$ (23,787.50) | [Increase] [Decrease] this Change Order:<br>Substantial Completion: 0<br>Ready for final payment: 0 |
| Contract Price incorporating this Change Order:<br>$ 3,364,334.13 | Contract Times with all approved Change Orders:<br>Substantial Completion: 9/11/2026<br>Ready for final payment: 10/9/2026 |

| Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|
| By: Signed by: 77BB37F17DAB47B... | Signed by: Whitney Holladay 7DD5ED4C57234A1... |
| Title: Engineering Technician | Controller |
| Date: June 29, 2026 | June 29, 2026 |
| Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | |
| Title: City Engineer | |
| Date: | |

EJCDC® 00 63 63, Change Order, Rev.1.
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## CHANGE ORDER NO.: 1

Continued

Project: 2026 Pavement Management Project
Engineer's Project No.: 24X.137045
Owner: City of Cottage Grove, MN
Contractor: McNamara Contracting, Inc.

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Change in Contract Amount |
|---|---|---|---|---|---|
| 1 | FULL DEPTH RECLAMATION (ALL STREET EXCEPT HILLSIDE TRAIL) | 1 | LS | $256,000.00 | $ 256,000.00 |
| 2 | PLACE RECLAIMED AGGREGATE BASE - HILLSIDE TRAIL | 950 | CY | $ 38.00 | $ 36,100.00 |
| 3 | REMOVE BITUMINOUS PAVEMENT | (29725) | SY | $ 3.50 | $ (104,037.50) |
| 4 | MIX AND FINISH GRADE AGGREGATE BASE - STREET | (29725) | SY | $ 2.00 | $ (59,450.00) |
| 5 | AGGREGATE BASE, VIRGIN CLASS 5 - STREET | (6350) | TN | $ 24.00 | $ (152,400.00) |
| | | | | | |
| | | | | Subtotal | $ (23,787.50) |

| | |
|---|---|
| Original Contract Amount: | $ 3,388,121.63 |
| Change Order No. 1: | $ (23,787.50) |
| **New Contract Amount:** | **$ 3,364,334.13** |

# City Council Action Request

# 7.W.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Engineering |
| **Agenda Category** | Action Item |
| **Title** | 2025 Sewer Lining Project - Change Order #2 |
| **Staff Recommendation** | Approve Change Order #2 for the additional cleaning of the pipe. This will increase the contract total by $30,688.00 to a total revised contract amount of $810,436.90. |
| **Budget Implication** | The total Change Order will result in an addition to the project in the amount of $30,688.00, resulting in a total revised contract amount of $810,436.90. This will be reflected in the Sanitary Sewer Utility Fund |

**Attachments**

| | |
|---|---|
| 1. | 2025 Sewer Lining Project_CO2_07152026 |
| 2. | Change Order 2 - BMI and Contractor Signed |

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

**From:** Paul Sponholz, P.E., City Engineer

**Date:** July 15, 2026

**Re:** 2025 Sewer Lining Project - Change Order #2

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## Background

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

On June 18, 2025, the project was awarded to Hydro-Klean, LLC in the amount of $779,748.90. Previously approved Change Order #1 only revised the contract time and did not result in any change to the contract value.

## Discussion

Prior to lining the sewer pipes, the contractor must clean the lines. The contract identifies that this may include “heavy cleaning” to removed deposits from the pipeline; however, a section of pipe had an asphaltic layer along the bottom of the pipe that was considered to be beyond the reasonable definition of heavy cleaning. Removal of this material required additional time and equipment. Staff worked to find a reasonable determination between the time and equipment needed for heavy cleaning versus the time and equipment needed to remove the asphaltic material. It was determined that the contractor spent an additional 68.5 hours and required an easement machine and chain cutter to provide services beyond heavy cleaning.

The Contract Price for the additional cleaning of the pipe is $30,688.00. Therefore, the total Change Order will result in an addition to the project in the amount of $30,688.00, resulting in a total revised contract amount of $810,436.90.

## Recommendation

Approve Change Order #2 for the additional cleaning of the pipe. This will increase the contract total by $30,688.00 to a total revised contract amount of $810,436.90.

**CHANGE ORDER FORM**

**NO.: 2**

| | | | |
|---|---|---|---|
| Owner: | City of Cottage Grove | Owner's Project No.: | 135821 |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 24X.135821 |
| Contractor: | Hydro-Klean, LLC | Contractor's Project No.: | |
| Project: | 2025 Sewer Lining | | |
| Contract Name: | | | |
| Date Issued: | 06/04/2026 | Effective Date of Change Order: | 06/04/2026 |

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order is to compensate the contractor for additional time and materials experienced due to discovering additional foreign materials in the sanitary sewer. This Change Order will not result in any change to the substantial completion date and the final completion date.

Attachments:

**None**

| **Change in Contract Price** | **Change in Contract Times [State Contract Times as either a specific date or a number of days]** |
|---|---|
| Original Contract Price:<br>$ 779,748.90 | Original Contract Times:<br>Substantial Completion: 10/03/2025<br>Ready for final payment: 10/24/2025 |
| **[Increase] [Decrease]** from previously approved Change Orders:<br>$ 0 | **Increase** from previously approved Change Orders:<br>Substantial Completion: 14<br>Ready for final payment: 14 |
| Contract Price prior to this Change Order:<br>$ 779,748.90 | Contract Times prior to this Change Order:<br>Substantial Completion: 10/17/2025<br>Ready for final payment: 11/07/2025 |
| **Increase** this Change Order:<br>$ 30,688.00 | **Increase** this Change Order:<br>Substantial Completion: 0<br>Ready for final payment: 0 |
| Contract Price incorporating this Change Order:<br>$ 810,436.90 | Contract Times with all approved Change Orders:<br>Substantial Completion: 10/17/2025<br>Ready for final payment: 11/07/2025 |

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| | Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|---|
| By: | | |
| Title: | Project Manager | Pipe Rehab Director |
| Date: | 7/2/2026 | 7-2-26 |
| | **Authorized by Owner** | **Approved by Funding Agency (if applicable)** |
| By: | | |
| Title: | | |
| Date: | | |

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# City Council Action Request

# 7.X.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Engineering |
| **Agenda Category** | Action Item |
| **Title** | Jamaica Avenue-Ravine Parkway All-Way Stop |
| **Staff Recommendation** | Adopt Resolution 2026-090 approving stop signs for north and southbound Jamaica Avenue at Ravine Parkway. The installation of these stop signs will make the intersection an all-way stop. |
| **Budget Implication** | Budget Implication: NA |

**Attachments**

| | |
|---|---|
| 1. | 2026-7-7 Memo CC Jamaica-Ravine Stop Signs |
| 2. | City All-Way Stop Resolution CSAH 20 Ravine Pkwy |

Cottage Grove
Where Pride and Prosperity Meet

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

**From:** Joe Fox, PE, Project Engineer

**Date:** July 7, 2026

**Subject:** Jamaica Avenue-Ravine Parkway All-Way Stop

---

## Background/Discussion

Traffic patterns are changing at the intersection of Jamaica Avenue (CSAH 20) and Ravine Parkway. City and County engineers are proposing a plan to safely handle the added vehicles and pedestrian traffic that new developments will bring to this area. As an interim, proactive measure, an all-way stop could improve both traffic operations and pedestrian safety.

The new residential developments adjacent to this intersection – Lochridge and Ravine Ridge – along with the planned westward extension of Ravine Parkway, are expected to increase pedestrian crossing demand across CSAH 20 (Jamaica Ave) at Ravine Parkway. The proposed park west of CSAH 20 will further contribute to higher pedestrian activity. Although a marked crossing with single-lane approaches and a center refuge is located approximately 1,000 feet to the south, most pedestrians are unlikely to divert that distance and will likely cross at Ravine Parkway.

The plans for Lochridge 1st Addition included the installation of turn lanes on Jamaica Avenue at Ravine Parkway as a condition of access to the county highway. However, due to their planned reconstruction of Jamaica Avenue in 2028, Washington County engineers preferred that the turn lanes not be constructed now. The new lanes would have been removed and reconstructed during the county's project.

Construction of those turn lanes by the developer now would have required a temporary all-way stop or full closure of the intersection in order to construct. Washington County generally does not support the use of temporary all-way stops for safety reasons, and residents would likely wish to retain all-way stop control. A full closure would have been too disruptive.

Rather than build interim turn lanes, the County suggested that the additional traffic could be handled in the short term by the addition of stop signs for north- and southbound Jamaica traffic. This would create an all-way intersection at Jamaica Avenue and Ravine Parkway. In the longer term, the county's planned 2028 reconstruction of Jamaica currently includes turn lanes at the Ravine Parkway intersection as well as an all-way stop. At this point a final design configuration has not been chosen for their 2028 project.

Installing an all-way stop now would eliminate the need for interim turn lanes and allow the County to build the turn lanes during their project. This approach allows the City to capture that funding from the developer, in lieu of constructing turn lanes, which would be directed to the County project.

## Recommendation

Adopt the resolution approving stop signs for north and southbound Jamaica Avenue at Ravine Parkway. The installation of these stop signs will make the intersection an all-way stop.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-090

**RESOLUTION APPROVING ALL-WAY STOP CONTROL AT THE JAMAICA AVENUE – RAVINE PARKWAY INTERSECTION**

WHEREAS, County and City officials are cooperating regarding future county-led improvements to CSAH 20 (Jamaica Avenue) between CSAH 22 (70th Street S) and Military Road; and

WHEREAS, new private residential development in this area, along with the planned westward connection of Ravine Parkway, will increase pedestrian crossing demand across CSAH 20 at Ravine Parkway; and

WHEREAS, County officials conducted traffic counts and found that this location does not yet meet established traffic control warrants for all-way stop or traffic signal installation; and

WHEREAS, County officials have nevertheless determined that proactive installation of all-way stop control at this intersection is justified as the most effective and practical option to improve pedestrian safety and manage vehicular conflicts and delays at this location; and

WHEREAS, Washington County has requested a City resolution concurring with the proposed traffic control change; and

WHEREAS, the City acknowledges that numerous intersections along this corridor experience pedestrian crossing activity, but it is not reasonable nor practical for all such intersections to be converted to all-way stop control.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That the City of Cottage Grove supports the conversion of CSAH 20 at Ravine Parkway to all-way stop control.

BE IT FURTHER RESOLVED: That the City of Cottage Grove requests that Washington County install signage, at its own cost and expense, to establish the new all-way stop condition including appropriate advance warning signage.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

# City Council Action Request

# 7.Y.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Community Development |
| **Agenda Category** | Action Item |
| **Title** | Bolton and Menk Imagine 2050 Comprehensive Plan Update Scope of Work |
| **Staff Recommendation** | Approve the Scope of Work with Bolton and Menk for the Imagine 2050 Comprehensive Plan Update. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | 2026-7-15 Bolton & Menk Imagine 2050 Scope of Work CC Memo |
| 2. | Scope of Work - Final |

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

**FROM:** Emily Schmitz, Community Development Director

**DATE:** July 8, 2026

**RE:** Approve the Bolton and Menk Scope of Work for the Imagine 2050 Comprehensive Plan Update

---

## Background

The Metropolitan Land Planning Act (§473) requires the Metropolitan Council to create regional plans and policies to guide growth and manage regional systems for transportation, aviation, water resources, and regional parks. The law also requires local governments to update their comprehensive plans at least once every ten years. Under the law, the Metropolitan Council reviews local comprehensive plans to ensure they are in accordance with the overall framework provided by the regional plans. The review helps determine how a community's planned actions relate to the interests of the whole region over the long term. It helps ensure that costly public infrastructure, like roads and sewers, are built in an economical and coordinated fashion, so that user fees and tax dollars are spent wisely.

The purpose of the Comprehensive Plan is to establish the policies that guide the future physical and community development within Cottage Grove. The City's Comprehensive Plan identifies general areas in the community where commercial, residential, industrial, and open space land uses will be allowed. Related to these land uses, the City provides plans, objectives, and policies indicating how growth areas will be served by City services, such as roads, sewers, water utilities, and parks and open spaces. The overall goals and policies set the direction for Cottage Grove's future growth while conforming with the regional vision which includes parks and trails, road networks, and wastewater and water infrastructure.

In addition to identifying local community goals, the 2040 Comprehensive Plan reflects the adopted regional policies in the Metropolitan Council's system and policy plans. Local planning efforts are linked to the larger regional infrastructure of parks and trails, road networks, and wastewater infrastructure, and the City's plan must conform to the regional vision.

Local communities within the seven County metro are required to update their Comprehensive Plans in accordance with the Met Council's Imagine 2050 regional development guide standards. To ensure compliance and alignment with the Met

Council's guide, Bolton and Menk have been selected to support the update of Cottage Grove's Comprehensive Plan which is required to be updated and adopted no later than December 2028. Kick off of the update will begin in August 2026, chapter updates and community outreach through 2027, and adjacent community review and submittal to the Met Council in 2028.

**Recommendation**
Approve the Scope of Work with Bolton and Menk for the Imagine 2050 Comprehensive Plan Update.

**Attachment:**
Bolton and Menk – Imagine 2050 Comprehensive Plan Update Scope of Work

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

July 7, 2026

Emily Schmitz
Community Development Director
City of Cottage Grove

RE: Proposal for Cottage Grove 2050 Comprehensive Plan Update

Dear Emily:

The City of Cottage Grove is requesting a scope of work for the preparation of its 2050 Comprehensive Plan. Leveraging our extensive planning and engineering experience, we are prepared to guide your team through the process and deliver a practical, well-structured document that will inform land-use and infrastructure decisions for years to come.

## Scope of Work

Bolton & Menk brings decades of experience in facilitating, preparing, and implementing comprehensive plans for a wide range of clients. This scope outlines the high-level services we can provide to the City of Cottage Grove, and we welcome the opportunity to refine details and make adjustments as needed.

The Met Council's minimum requirements have evolved significantly from previous comprehensive plan cycles, introducing new data needs and review procedures for the 2050 update. We recognize the importance of efficiency and will complete tasks in a cost-effective manner wherever possible. To meet these requirements, we will leverage available materials, tools, and data provided by the Metropolitan Council.

## Assumptions

- The process will be led by city community development staff, with a few workshops (PC and/or CC) at key milestones and the on-set
- This update does not include separate visioning or goal-setting activities; rather, it builds on the existing plan and current policies, leveraging recent strategic planning efforts.
- Technical analyses required to support updates to the Wastewater, Water Supply, and Surface Water Management chapters will be completed outside the scope of this proposal. These analyses will be initiated by the City Engineer but coordinated closely with this comprehensive planning effort to ensure consistency and integration.
- To the greatest extent possible, Metropolitan Council data—including maps and figures—will be used to meet minimum requirements.
- This update does not include the creation of a new Capital Improvement Plan (CIP), though it may inform future revisions to the CIP.

## Task 1: Project Initiation and Project Management

**Project Kickoff:** The Bolton & Menk team will participate in a kickoff meeting with City staff to confirm project needs and finalize the scope of work.
**Issue Identification:** Understanding staff priorities and expectations is essential to focusing our efforts. We anticipate City staff will provide insights, desired outcomes, and any community-specific considerations.
**Project Management:** We will maintain regular coordination with City staff, providing updates on progress and seeking direction as needed.

## Task 2: Community Engagement

**Communications Plan:** We will prepare a concise communications plan for City staff review and approval, outlining the following engagement strategies:

- **Survey:** Develop and distribute an online survey to gather input on draft chapters. Feedback will be summarized and shared with staff. City will lead with support from BMI.
- **Website:** Create a StoryMap illustrating the process and chapters. City will lead with support from BMI.
- **Digital Engagement:** Utilize inputID, an interactive digital tool for public engagement. Additionally, we will prepare social media content as needed for City staff to post on official channels, ensuring images align with branding guidelines.
- **Milestone Workshops:** We envision a kick-off and educational workshop (6 total) at the onset with Planning Commission, Parks Commission, EDA, Public Services Commission, Historic Preservation Committee, and City Council. An additional 8 meetings for key milestone or decision points are included in the budget (1 follow-up meeting with each commission (4 total) and 2 for Planning Commission and City Council (4 total)).
- **Additional Engagement Options:** We can provide supplemental engagement opportunities, such as in-person events or pop-up events and additional meetings/review with the PC and CC. Details regarding timing and associated costs will be discussed with City staff.

## Task 3: Chapter 1 – Goals and Vision

We will review the existing Comprehensive Plan and collaborate with City staff to identify any necessary updates. Strategic plans and related city documents will be incorporated into this chapter as directed by staff.

### Task 4: Chapter 2 Demographics

We will prepare a Demographics chapter that addresses the Metropolitan Council's minimum requirements and provides a clear picture of community composition. This chapter will include:

- Community Designation Map
- Population Projections provided by the Metropolitan Council
- Employment Projections provided by the Metropolitan Council
- Demographic Profile detailing ethnicity, age distribution, disabilities, poverty levels, and vehicle access

### Task 5: Chapter 3 Land Use

We will draft a new land use chapter that builds on the existing 2040 Comprehensive Plan, incorporates the Innovation Village concept and which primarily seeks to meet the following minimum requirements of the Met Council:

- Existing Land Use Map and Table
- Future Land Use Map and Table
- Description of each land use category with density range
- Forecasted Growth Table with density
- Text to support the proposed growth and how growth will be managed.
- Redevelopment and Infill Map and Table
- Historic and Cultural Asset Inventory and Policies
- Solar Resource Policy
- DWSMA Review + Map and Policies

This project does not anticipate changes to the MUSA within the 2050 timeframe. This chapter and workplan also includes an Industrial/Commercial area scenario small area plan (Smallidge site). As a part of this work, we will engage a subconsultant (LOCi) to provide informative market strategies for successful implementation. The outcome from this work is anticipated to be included in the Land-Use Chapter and/or Economic Development Chapter of the 2050 Comp Plan Update.

### Task 6: Chapter 4 Economic Development

We will prepare an Economic Development chapter that builds upon the existing 2040 Comprehensive Plan by updating, revising, or supplementing its ideas and goals. This chapter will include:

- Review of the Existing Economic Development Chapter
- Assessment of Applicable Strategic Plan Goals
- Identification of Economic Development Strategies and Implementation Measures

### Task 7: Chapter 5 Housing

We will prepare a new Housing chapter that meets the Metropolitan Council's minimum requirements and provides a comprehensive analysis of housing needs and opportunities. This chapter will include:

- Housing Unit Affordability Assessment, including tables and narrative
- Map and Summary of Subsidized Housing Units
- Housing Type Table
- Household Demographics
- Inventory of Affordability-Restricted Housing Units
- Affordable Housing Need, as determined by the Metropolitan Council
- Affordable Housing Opportunity Table
- Housing Implementation Plan

### Task 8: Chapter 6 Transportation

We will draft an update to the Transportation chapter that builds on the existing 2040 Comprehensive Plan, and which seeks to meet the minimum requirements of the Met Council:

- Functional Classification Map
- Principal and Minor Arterial Map, Lanes, Volumes
- Safety Analysis
- Transit Map and description
- Biking Network Map
- Pedestrian Map
- Climate and Natural Systems- Vehicle Miles Traveled Reduction plan and Green House Gas Emission reductions plans
- TAZ Map and analysis

### Task 9: Chapter 7 Water Resources – Wastewater

We will update the Wastewater chapter to build upon the existing 2040 Comprehensive Plan, recent developments, public projects, and an updated Wastewater Plan (completed outside of this scope of work). This update will meet the Metropolitan Council's minimum requirements and include:

- Maps and GIS files for sanitary lines and details
- Sewer Forecast Table
- Capacity Flow Tables
- Inflow/Infiltration Policies
- Analysis of Inflow/Infiltration Sources, including extents and cost summaries for remediation
- Private Communal Septic Search and analysis
- Septic (SSTS) Map and Description/Management Strategies

### Task 10: Chapter 8 Water Resources- Water Supply

We will update the Water Supply chapter to build upon the existing 2040 Comprehensive Plan, recent developments, public projects, and the current water supply plan (to be updated outside of this scope of work. This update will meet the Metropolitan Council's minimum requirements and include:

- DWSMA Risk Table by land use
- Water Resource Goals and Strategies
- Private Well Information and response to comments
- Local water supply plan incl map and future growth
- Water Supply Policies and strategies
- Water demand forecast and differences
- Future demand strategies and improvements
- Water appropriation description, strategies and comments
- Emergency preparedness

### Task 11: Chapter 9 – Water Resources: Surface Water

We will update the City's Surface Water Management chapter by leveraging the 2040 Comprehensive Plan, the current Storm Water Management Plan, and available information from South Washington Watershed District (SWWD). This update will incorporate general language revisions, updated figures and exhibits, and other changes required by regulatory agencies and stakeholders to meet the Metropolitan Council's minimum requirements. Key tasks include:

- Review Each Section and identify necessary text updates
- Update Surface Water Management Plan Tables, as needed
- Analyze and Revise Existing Maps and Figures, incorporating the best available data
- Update Drainage System Maps to meet minimum requirements

### Task 12: Chapter 10 Parks and Trails

We will update the City's Parks and Trails chapter by leveraging the 2040 Comprehensive Plan and available information from the Parks Department and other city documents. The Parks System Plan and associated chapter will include:

- Regional Park and Trail Map, with accompanying descriptions
- Capital Improvement Plan (CIP) for Parks

### Task 13: Chapter 11 Climate

We will prepare a new Climate chapter that meets the Metropolitan Council's minimum requirements and addresses strategies for resilience and sustainability. This chapter will include:

- GHG Inventory
- Strategies for reducing GHG's
- Reduction Strategies Impact
- Climate Hazards and Strategies
- Food Systems Strategies

### Task 14: Chapter 12 Natural Systems

We will draft a new natural systems chapter to include minimum requirements of the Met Council:

- Map of Natural Systems
- Opportunities for Protections
- Protection Improvement Goals
- Protection Strategies for Goals

### Task 15: Chapter 13 Implementation

We will prepare an Implementation chapter that meets the Metropolitan Council's minimum requirements and provides clear guidance for plan execution. This chapter will include:

- Identified Zoning Code and Map Changes
- Zoning Map and Category Descriptions
- Economic Development and Housing Strategies
- CIP (prepared by the City)
- Other Local Controls and Policies

### Task 16: Final Plan, Preliminary Submittal

We will consolidate all chapters to prepare a complete draft document with consistent formatting of text, maps, and tables. We will submit the draft plan to the Metropolitan Council and adjacent jurisdictions for preliminary review and comment. We will prepare a public facing document to inform the public in plain language what the plan is and what the major impact areas are for the future growth of Cottage Grove.

### Task 17: Public Comments and Plan Revisions

Once adjacent jurisdiction and preliminary Met Council comments are received, we will update the draft plan accordingly. Approximately 40 hours have been allocated for revisions. Following Met Council review and update, we will evaluate and respond to all public comments to ensure the plan reflects community input.

### Task 18: Plan Adoption

**Public Comments:** This phase includes the final adoption of the plan. We will provide responses to all public comments.

**Accessibility:** Bolton & Menk will follow best practices for document accessibility. We will provide review and editing for compliance with ADA standards of the final document once all content editing has been completed. Additional accessibility measures—such as converting maps and tables into accessible formats—may be requested and will incur additional costs. We are happy to amend the scope to meet the community's accessibility needs.

**Planning Commission Public Hearing:** Our team will attend a public hearing before the Planning Commission to present the final draft of the 2050 Comprehensive Plan and answer questions.

**City Council Approval:** Bolton & Menk staff will attend the City Council meeting to present the final draft plan and respond to any questions.

## Fee

Bolton & Menk will complete the scope of work for an amount not to exceed $273,624. Costs over this may be allowed as approved by the city in writing. A breakdown of the estimated hours and associated fee is attached.

## Proposed Timeline

We anticipate approximately 12 months to prepare the plan, followed by a required six-month review period and a six-month adoption process. Under this schedule, work would begin in July 2026 and conclude with plan adoption in early to mid-2028. A schedule is attached.

Sincerely,

**BOLTON & MENK, INC.**

Jenni Faulkner

Jenni Faulkner
Community Planning Practice Area Leader | Senior Associate

Cc: Mike Boex, Bolton & Menk Principal

## Detailed Cost Estimate

| Client: City of Cottage Grove<br>Project: 2050 Comprehensive Plan Update | | Bolton & Menk, Inc. | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task No. | Work Task Description | Principal/CSM | Project Manage/Sr. Planner | Urban Designer | Planner 2 | Planner | Graphic Designer | Engagement Specialist | GIS | Transportation Planner | Water Resources | Landscape Architecture-Parks | Sustainability Project Manager | Wastewater | City Engineer/CSM | Urban Designer | LoCI | Total Hours | Total Cost |
| 1.0 | Project Management | 9 | 52 | 8 | 47 | 14 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 133 | $27,896 |
| 2.0 | Community Engagement | 0 | 96 | 0 | 4 | 7 | 0 | 38 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 161 | $34,033 |
| 3.0 | Chapter 1- Goals, Vision | 0 | 4 | 0 | 2 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $2,632 |
| 4.0 | Chapter 2- Demographics | 0 | 1 | 0 | 4 | 13 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | $2,903 |
| 5.0 | Chapter 3- Land Use | 1 | 52 | 72 | 31 | 29 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 10 | 92 | 50 | 357 | $70,086 |
| 6.0 | Chapter 4- Economic Development | 0 | 11 | 0 | 0 | 10 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | $4,728 |
| 7.0 | Chapter 5- Housing | 0 | 3 | 0 | 8 | 20 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35 | $5,314 |
| 8.0 | Chapter 6- Transportation | 4 | 4 | 0 | 8 | 7 | 0 | 0 | 8 | 42 | 0 | 2 | 2 | 0 | 9 | 0 | 0 | 100 | $20,322 |
| 9.0 | Chapter 7- Water Resources - Wastewater | 4 | 2 | 0 | 7 | 3 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 28 | 14 | 0 | 0 | 70 | $15,746 |
| 10.0 | Chapter 8- Water Resources - Water Supply | 4 | 2 | 0 | 6 | 2 | 0 | 0 | 16 | 0 | 29 | 0 | 0 | 0 | 8 | 0 | 0 | 67 | $13,671 |
| 11.0 | Chapter 9- Water Resources - Surface Water | 2 | 2 | 0 | 10 | 4 | 0 | 0 | 4 | 0 | 43 | 0 | 0 | 0 | 12 | 0 | 0 | 77 | $16,231 |
| 12.0 | Chapter 10- Parks and Trails | 1 | 2 | 0 | 2 | 8 | 0 | 0 | 4 | 0 | 0 | 9 | 0 | 0 | 2 | 0 | 0 | 32 | $5,191 |
| 13.0 | Chapter 11- Climate | 0 | 2 | 0 | 4 | 12 | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 30 | $5,036 |
| 14.0 | Chapter 12- Natural Systems | 1 | 2 | 0 | 6 | 20 | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 3 | 0 | 0 | 44 | $7,191 |
| 15.0 | Chapter 13- Implementation | 4 | 5 | 0 | 12 | 13 | 0 | 0 | 0 | 2 | 2 | 2 | 2 | 0 | 5 | 0 | 0 | 50 | $9,130 |
| 16.0 | Prepare Draft Plan/Submit | 2 | 4 | 0 | 8 | 28 | 8 | 44 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 96 | $13,862 |
| 17.0 | Public Comment and Plan Revisions | 2 | 6 | 0 | 10 | 12 | 0 | 0 | 4 | 6 | 6 | 0 | 1 | 0 | 8 | 0 | 0 | 58 | $11,028 |
| 18.0 | Plan Adoption | 0 | 18 | 0 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 42 | $8,624 |
| | **Total Hours** | 34 | 268 | 80 | 179 | 218 | 8 | 84 | 98 | 50 | 80 | 13 | 21 | 28 | 82 | 92 | 50 | 1413 | |
| | **Subtotal** | $8,500 | $69,144 | $18,000 | $31,325 | $27,250 | $1,120 | $11,340 | $15,680 | $11,000 | $18,800 | $1,885 | $4,410 | $8,120 | $15,170 | $16,100 | $10,000 | | |
| | **Total Fee** | | | | | | | | | | | | | | | | | | **$273,624** |

# PROJECT: City of Cottage Grove 2050 Comprehensive Plan

| | Task | Sub-task | 2026 July | Aug | Sept | Oct | Nov | Dec | 2027 Jan | Feb | Mar | Apr | May | Jun | July | 2028 Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Project Management | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Check-In Meetings | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Community Engagement | Create Engagement Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Community Engagement | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Vision & Goals | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Introduction & Vision Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Demographics | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Demographics Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Land Use | 2050 Growth Opportunities Review | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Density Review Opportunities | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SW Industrail/Commerical Master Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Input from Engineering (utility and capacities) | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Land Use Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Coordination with Climate Planning/Req's | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Economic Development | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Housing Plan | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Housing Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Affordable Housing Analysis | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Transportation | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 9-11 | Technical Plan Coordination Water, Waste Water, Stormwater | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Inform Engineering of Requirements | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Technical Chapters Drafted | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Prepare Sewer, Stormwater, Water, and Tansportation Chapters | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Parks Chapter | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Parks Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Climate | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Climate Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Natural Systems | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Natural Systems Chapter | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Coordination with Climate Planning/Req's | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Implementation | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Implementation Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Staff Review and Edits | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Final Plan. Comments and Revisions | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Draft Final Consolidated Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 6 month review- adjacent + affected | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Comments + Plan Revisions | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Adoption | City Approval | | | | | | | | | | | | | | | | | | | | | | | | |

# City Council Action Request

# 7.Z.

**Meeting Date** 7/15/2026

**Department** Engineering

**Agenda Category** Action Item

**Title** Safe Streets and Roads for All (SS4A) – Proposal Selection and Consultant Agreement

**Staff Recommendation** Authorize the selection of Stantec Consulting Services Inc. and execute the agreement for professional services related to the Safe Streets and Roads for All project. The appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

**Budget Implication** Budget implications: N/A – federal and state funds

**Attachments**

| | |
|---|---|
| 1. | SS4A Proposal Selection and Consultant Agreement - Memo |
| 2. | Exhibit A - Request for Proposals |
| 3. | Exhibit B - Bolton & Menk Proposal |
| 4. | Exhibit C - Great Places Analysis & Design LLC Proposal |
| 5. | Exhibit D - HDR Inc. Proposal |
| 6. | Exhibit E - Short Elliot Hendrickson Proposal |
| 7. | Exhibit F - SRF Consulting Proposal |
| 8. | SS4A Agreement for Professional Services - Stantec Consulting Services Inc. - w Exhibit |

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

**From:** Genevieve Tester, EIT, Graduate Engineer

**Date:** July 8, 2026

**Re:** Safe Streets and Roads for All (SS4A) – Proposal Selection and Consultant Agreement

---

## Background

On May 15, 2024, the City Council approved Resolution 2024-081, authorizing the City to apply for federal funding through the Safe Streets and Roads for All (SS4A) Grant Program. In 2025, the SS4A program was temporarily paused due to federal budget adjustments. After the program resumed, City staff continued coordination with the Federal Highway Administration and ultimately secured an award for the City of Cottage Grove. The final grant agreement was approved by the City Council on May 6, 2026.

City staff issued a Request for Proposals (RFP) to select a consultant with the necessary expertise to lead the planning process and support the development of demonstration (pilot) projects. The RFP is attached as Exhibit A to this memorandum. After reviewing the proposals, City staff recommends entering into an agreement with Stantec Consulting Services Inc.

## Discussion

Six proposals from consulting firms were received. All consultant proposals demonstrated strong qualifications, relevant experience, similar timelines, comparable scopes, solid project understanding and budgets at or below the grant agreement amount. Stantec Consulting Services Inc. stood out to staff due to their plan to include non-infrastructure solutions such as ongoing public education, their attention to City policies, their connections with a national network of city transportation officials, their institutional knowledge of the City of Cottage Grove and their unique boots-on-the-ground approach. Stantec Consulting Services Inc.'s proposal is included as an exhibit with the Professional Services Agreement. Exhibits B through F of this memorandum contain the other consultant proposals.

The City will use the federally awarded funds ($352,000) and the state-match funds ($88,000), having Stantec Consulting Services Inc. complete the work in accordance with SS4A program guidelines. Stantec Consulting Services Inc. will form a project management team consisting of City staff from Public Works, Community Development and Public Safety to ensure diverse and holistic perspectives throughout the project, while also engaging state, county and neighboring communities for additional insight and regional conformity.

## Recommendation

Authorize the selection of Stantec Consulting Services Inc. and execute the agreement for professional services related to the Safe Streets and Roads for All project. The appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

Cottage Grove
Where Pride and Prosperity Meet

# EXHIBIT A

City's Request for Proposal

# REQUEST FOR PROPOSALS

# Safe Streets and Roads for All (SS4A)

## Monday, June 1, 2026

| | |
|---|---|
| **Issued By:** | City of Cottage Grove<br>10875 Ideal Avenue South<br>Cottage Grove, MN 55016 |
| **Deliver Proposals To:** | Paul Sponholz, P.E.<br>City Engineer<br>psponholz@cottagegrovemn.gov |
| **Respond Prior To:** | 12:00 p.m., Wednesday, June 24, 2026 |
| **Direct Questions To:** | Genevieve Tester<br>Graduate Engineer<br>gtester@cottagegrovemn.gov |

NOTE: This is a request for proposal (RFP). It does not obligate the City of Cottage Grove to award an agreement or complete this project, and the City reserves the right to cancel this RFP or to re-issue the RFP if it is considered in its best interest.

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7. QUESTIONS....6
8. PROPOSAL CONTENT....6
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11. TERMS AND CONDITIONS....8
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# 1. INTRODUCTION

The City of Cottage Grove is requesting proposals from qualified consultants for the development of a Safety Action Plan including supplemental safety planning and/or safety demonstration activities. The City has been awarded a FY2024 Safe Streets and Roads for All (SS4A) Grant by the U.S. Department of Transportation (USDOT). The work will identify strategies to reduce fatal and serious-injury crashes and improve safety for all road users.

The selected consultant must demonstrate the qualifications, experience, and capacity to deliver a City-wide, multimodal roadway Safety Action Plan that meets SS4A requirements and complies with all applicable federal, state, and local regulations. Proposals should clearly describe the proposed approach, key personnel, and understanding of the project objectives.

To be considered, an electronic proposal must be delivered to the City of Cottage Grove prior to the stated deadline.

# 2. PROJECT BACKGROUND

The City of Cottage Grove offers a blend of suburban amenities, expanding commercial areas, and natural open spaces. Located along Highway 61 in the southeast Twin Cities metro area, Cottage Grove provides convenient access to both St. Paul and Minneapolis. As a growing community in Washington County, the City serves as a regional destination for retail, services, parks, and recreation. With continued growth, the City faces increasing demands to modernize aging infrastructure and address roadway safety needs.

The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program, providing $5 billion from 2022-2026 to support strategies that prevent roadway deaths and serious injuries. SS4A funding enables communities to develop data-driven safety tools and create robust action plans that strengthen local roadway safety efforts and position them for future implementation grants.

On May 15, 2024, the Cottage Grove City Council approved submitting an SS4A application, and the City was awarded a Planning and Demonstration Grant in the amount of $352,000. The required 20 percent local match of $88,000 was funded through State Infrastructure Investment and Jobs Act (IIJA) dollars. The grant agreement (Exhibit B) was approved by the City Council on May 6, 2026.

# 3. PROJECT SCHEDULE AND COMPLETION OF WORK TIMELINE

Proposals should include a realistic project timeline with clear milestones, tasks, and deliverables for each phase of the work, including public outreach and stakeholder engagement. A prioritized implementation plan for recommended safety measures, including construction project scopes and timelines, should be included. Anticipated schedule:

RFP Solicitation Release……June 1, 2026
Proposals Due……June 24, 2026
City Council Award……July 15, 2026
Action Plan Public Availability Date……January 31, 2027
Demonstration Activity Construction Substantial Completion Date……January 31, 2028
SS4A Final Report Date……March 31, 2028
Effective Date of Award……July 31, 2028

# 4. SCOPE OF WORK AND DELIVERABLES

The selected consultant should accomplish project services outlined below, using guidance from the USDOT's Safe System Approach and SS4A's Safety Action Plan components. The City intends to select the most qualified consultant to complete the following services. All work shall be performed in accordance with the design specifications, requirements, and recommendations of the City of Cottage Grove and subject to their approval. The selected consultant will be required to furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary for completion of the following work. Eligible activity costs must comply with the cost principles set forth by the USDOT.

**Task 1: Project Management**

a. Project Administration: The consultant's project manager shall ensure that deliverables are on time and conduct regular communications throughout the project. The consultant shall comply with the City's Agreement for Professional Services (Exhibit A) and the terms and conditions of the USDOT under the SS4A Grant Program.
b. Subconsultant Coordination: The consultant shall coordinate with, and manage, any subconsultants as necessary to complete the associated project deliverables.
c. Monthly Invoices: The City shall be billed monthly throughout the duration of the project. All invoices must clearly define the percentage of project completion and percentage of the project billed to date, including a breakdown for each work task and project total.
d. Project Schedule: The consultant shall prepare and maintain a project schedule. The schedule shall be updated monthly and provided to the City at monthly meetings.

**Task 2: Agency Involvement**

a. Project Management Team (PMT) Meetings: The consultant shall conduct meetings with the City PMT and other stakeholders as required. The consultant shall prepare meeting agendas, and distribute meeting minutes to the City PMT following the meeting. It is anticipated that a minimum of one meeting per month will be required, as well as a project kickoff meeting.
b. City Meetings: The consultant shall prepare presentation materials and attend at least one City Council meeting and at least one Public Services Commission meeting, as directed by the City. Milestones to be presented at these meetings may include baseline reporting, draft plan materials, and final plan materials.

**Task 3: Leadership Commitment**

The consultant shall assist with the development of a policy and resolutions to build the foundation and commitment to transportation safety that align with the created SS4A Safety Action Plan. The policy and resolutions shall establish vision, goals, and guiding principles based off the USDOT's Safe System Approach, Americans with Disabilities Act (ADA) requirements, Minnesota Department of Transportation (MnDOT) Complete Streets Policy, the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), and the SS4A goal of zero roadway fatalities and serious injuries, including:

a. Promotion of safety to prevent fatal and serious injury incidents on public roadways.
b. Implementation of low-cost, high-impact strategies that can improve safety over a wide geographic area.
c. Incorporation of evidence-based projects and strategies and adopt innovative technologies and strategies.
d. Engagement with a variety of public and private stakeholders.

**Task 4: Public Engagement & Involvement**

The consultant shall promote active participation and engagement of the Cottage Grove community and impacted stakeholders, including Washington County and the State of Minnesota, in development of the Safety Action Plan. The consultant shall utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public. Respondents shall describe their engagement approach and public participation plan in detail in their proposal.

The consultant shall solicit public and landowner input on the issues to be addressed by the project. The consultant shall develop and conduct two or more public participation events. The events should be held in person and should be scheduled to account for seasonal activities. The initial event's purpose would be to receive public and landowner input on the current condition, identify issues, and gauge public support. The second event will be held to present the preferred alternatives for potential demonstration activities.

It is anticipated that public participation meeting project mailings will be necessary. The consultant shall provide a draft mailing at least three weeks prior to the public events. The consultant shall coordinate the printing and mailing of the notices. Additional event and outreach materials, including design drawings, exhibits, renderings, and layouts, are expected to be prepared by the consultant. The consultant shall coordinate and reserve rooms for the public meetings.

The consultant shall host a publicly accessible project website for the public and stakeholders to provide public input and to sign up for notifications as the project progresses. The website shall host all handouts, presentations, design drawings, exhibits and renderings that are presented at the project community events.

**Task 5: Safety Analysis and Data Collection**

The consultant shall develop a detailed Safety Analysis document that provides a comprehensive baseline of existing conditions and trends for Cottage Grove's transportation corridors and system network. The document should consider predictive modeling, systemic analysis tools, and proactive safety approaches, and shall include:

a. Collection and review of existing plans, programs, policies, and standards.
b. Analysis of existing conditions and historical trends for baseline data. This data should include crashes with fatalities and serious injuries, locations, severity and contributing factors and network users.
c. Analysis of the built environment features and infrastructure conditions.
d. Community demographics.
e. Analyze systemic and site-specific safety needs for high-risk road features and all relevant users. This work shall include creating a High-Injury Network (HIN) and mapping higher-risk locations using geospatial analysis.

**Task 6: Implementation Plan**

The Safety Action Plan will contain an Implementation Plan that provides a prioritized set of policy, infrastructure, behavioral, and operational safety recommendations that address Cottage Grove's identified safety needs. Based on the Safety Analysis, collected data, and stakeholder input, the consultant shall:

a. Recommend updates to existing policies, guidelines, and standards, or propose new ones that strengthen the community's ability to prioritize transportation safety and align with the SS4A framework and Safe System principles.
b. Develop a set of actionable projects and strategies (infrastructure, behavioral, and operational) that address specific safety needs.
c. Create prioritization criteria and apply them to produce a ranked list of projects and strategies. Each item shall include:
    i. An explanation of how it addresses an identified safety need.
    ii. A clear description of the project or strategy, with maps, exhibits, and cost estimates.
    iii. A description of the prioritization criteria used.
    iv. A proposed implementation timeline.
d. Recommend one or two demonstration projects to the Project Management Team (PMT)
e. Implement the selected demonstration project(s), including tracking data, managing pilot program elements, and providing documentation for evaluating effectiveness.
    i. Required metrics, project duration, installation responsibilities, outreach, and permitting shall be determined and directed by the City.

**Task 7: Final Deliverables**

The Safety Action Plan shall be informed by the deployment and results of Demonstration Activities. This final Safety Action Plan shall include tools and transparent methods to track and communicate progress after Plan adoption, including:

a. Methods for measuring progress over time.
b. Approaches for reporting outcomes to the public and stakeholders.
c. Identification of measurable outcome data points.
d. A standardized format for annual reporting.
e. Graphics and visualizations illustrating safety countermeasures, context-sensitive design solutions, and educational materials tailored to Cottage Grove.

All components of the work done for the SS4A Project (text, maps, graphics, supporting materials, etc.) will be provided in both user-editable digital formats (i.e. shapefiles and geodatabases) and PDF. All reports, data, models, software, and related materials produced under this contract shall become the property of the City for unrestricted municipal use, including all associated copyrights.

The consultant shall be responsible for all SS4A final reporting activities as outlined in the Grant Agreement (Exhibit B), as well as any State Infrastructure Investment and Jobs Act (IIJA) reporting.

**Task 8: Additional Tasks**

The tasks outlined in this request for proposal have been identified as a minimum to facilitate this process. Proposers are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

## 5. MINIMUM QUALIFICATIONS

The City expects that, at a minimum, consultants must meet the following requirements:

1. Consultants must be licensed to provide engineering and planning services in the State of Minnesota.
2. Demonstrate experience with public sector engineering and planning of similar size and scope of the services being requested.

## 6. CITY PROVIDED MATERIALS

The City of Cottage Grove will provide the selected consultant with all available data, including infrastructure as-built plans, GIS data, and current policies, manuals, and standards. The City will also prepare and process all necessary agreement documents.

## 7. QUESTIONS

Questions from prospective respondents should be directed only to Genevieve Tester, Graduate Engineer, via email at gtester@cottagegrovemn.gov. Questions will be accepted until Thursday, June 11, 2026 at 4:00 p.m.

## 8. PROPOSAL CONTENT

Project proposals encompassing all the described elements are to be a maximum of fifteen (15) pages in length. Proposals shall be prepared in 8 1/2" x 11" format. Pages should be sequentially numbered throughout the report, and text should be no smaller than 11-point font. All text and exhibits should be succinct and relevant to the RFP requirements.

Proposals must contain the following information:

1. General Requirements
    a. A cover letter introducing the consultant and highlight pertinent experience with transportation safety planning, Safe System principles, and SS4A-funded or similar projects.
    b. Identify the company's full legal name, business address, contact person's name, title, telephone number, and e-mail address
    c. A statement to the effect that the proposal shall remain valid for a period of not less than 60 days from the date of submittal.
    d. Signature of a person authorized to bind the offering firm to the terms of the proposal.
2. Project Understanding
    a. Detail key elements, general understanding of the project's requirements, and a well-defined methodology and approach for developing the Safety Action Plan, including Safety Analysis methods, High-Injury Network (HIN), and strategies for reducing fatal and serious injury crashes. Responders should demonstrate their understanding by using their own words rather than simply repeating what is listed in the RFP.
3. Project Team, Qualifications, Experience, and Availability
    a. Detailed team composition and roles, emphasizing expertise in road safety, transportation engineering, community engagement, data analysis, and public policy. No change in key personnel assigned to the project will be permitted without the written approval of the City.
    b. Examples of similar projects completed successfully in the past, supported by case studies, outcomes, and demonstrated safety improvements.
4. Work Plan – Project Approach
    a. The overall project approach.
    b. A breakdown of the project tasks, detailing the tasks (as listed in the project scope above), and how they will be completed.
    c. A realistic timeline with milestones for each phase of the project, aligned with required SS4A Safety Action Plan components.
    d. Examples of innovative solutions or technologies that can be integrated into the plan.
    e. A summary of GIS capabilities, data management processes, and analytical tools.
5. Cost Proposal
    a. The proposal shall include a not-to-exceed total cost and a breakdown of how the responder arrived at the total cost. This shall be on a cost summary matrix on a full sheet of paper (11" x 17" is acceptable) that identifies labor requirements for each main task (as noted above) with subtask category, number of hours by tasks and costs per hour. Subtotals of hours by subtasks and costs are expected. The cost estimate should include estimated subconsultant costs, engagement activities, and demonstration project implementation support, and the method by which fees have been calculated and payment for services anticipated. The costs should align with what is outlined in the Federal Grant Agreement (Exhibit B).
    b. Per the Federal Grant Agreement and State Funding Match, the budget for this project is $440,000, which includes the demonstration project(s).
6. Summary
    a. Overall wrap-up of tasks and services and why proposer is best fit and value for this project.

7. Terms and Conditions
    a. The responder shall submit a written acknowledgement of acceptance of the standard terms and conditions of the City's Agreement for Professional Services provided in Exhibit A. If the responder has any objections to the standard form of agreement, then responder must provide objections and alternative terms in writing.

## 9. SUBMITTAL OF PROPOSALS

1. Proposals are due by 12:00 p.m. (Central Time) on Wednesday, June 24, 2026.
2. Please submit a PDF copy of the proposal via email to Paul Sponholz, City Engineer, at psponholz@cottagegrovemn.gov. Hard copies will not be accepted.
3. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in the preparation of their proposals. Consultants shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the consultant in:
    a. Preparing its proposal in response to this RFP.
    b. Submitting that proposal to the City.
    c. Negotiating with the City on any matter related to this RFP.
    d. Any other expenses incurred by the consultant prior to the date of execution of the proposed agreement.
4. Consultants shall disclose any actual or potential conflicts of interest related to this project.
5. By submitting a proposal, the consultant represents that they have thoroughly examined and become familiar with the work described in this RFP, that they are capable of performing quality work to meet the City's objectives, and that their proposal constitutes a binding offer for the duration of the grant work through the Grant's Effective Date of Award—July 31, 2028.

## 10. PROPOSAL EVALUATION AND CONSULTANT SELECTION

A review of each proposal by the City will identify the consultant that most closely meets the needs for the project. Proposal reviews and recommended selection is anticipated to be completed by July 8, 2026, with recommendations for award sent to the City Council July 15, 2026.

## 11. TERMS AND CONDITIONS

**RIGHTS RESERVED**

The City reserves the right to waive any minor irregularities in the proposal request process. The City reserves the right to accept or reject any or all proposals as determined to be in the best interest of the City at the absolute and sole discretion of the City Council. The City reserves the right to negotiate final scope and fee with the selected consultant.

The City reserves the right to interview any, all, or none of the respondents, at its discretion.

### DATA PRACTICES

The proposals are not public data until completion of the evaluation process, at which time the name of the responder becomes public. All other data in the proposal are private or nonpublic data until completion of the evaluation process, which means the City has completed the negotiation of the contract with the selected consultant. After the City has completed the evaluation process, all remaining data in the proposal are public, except for trade secret data that has been marked as such by the responder.

### TITLE VI/NON-DISCRIMINATION ASSURANCES NOTICE

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## 12. EXHIBITS

A. City's Agreement for Professional Services
B. Grant Agreement (Federal Award No. 693JJ32640499)

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 20__, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") _____and_____ _____ (name), (address), ("Consultant").

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

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

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

1. SERVICES.

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

        i. A proposal dated _____, incorporated herein as Exhibit A.

        ii. Other documentation, incorporated herein as Exhibit B.

        (Hereinafter "Exhibits").

        iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

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

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

2. PAYMENT.

SAMPLE FOR PROPOSAL

a. City agrees to pay, and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the 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 is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as 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 15 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.

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

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

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

SAMPLE FOR PROPOSAL

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 _____to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

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

10. INDEMNIFICATION

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

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

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

SAMPLE FOR PROPOSAL

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

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

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

d. Automobile Liability Insurance, with a combined single limit of $2,000,000.

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

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

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

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

Or emailed:

If to Consultant:

_____
_____
_____

Or emailed:

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.

SAMPLE FOR PROPOSAL

15. GENERAL PROVISIONS.

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

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

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

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

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

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

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

[The remainder of this page is intentionally left blank]

SAMPLE FOR PROPOSAL

**CITY OF COTTAGE GROVE**

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

SAMPLE FOR PROPOSAL

**CONSULTANT**

Signature: _____

Name: _____

Its: _____

Date: _____

SAMPLE FOR PROPOSAL

1. **Federal Award No.**
693JJ32640499

2. **Effective Date**
See No. 16 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
City of Cottage Grove
12800 Ravine Parkway S
Cottage Grove, MN 55016

Unique Entity Id.: PUH4LGL9L1G9
TIN No.: 41-6008286

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award – July 31, 2028

7. **Total Amount**

| | |
|---|---|
| Federal Share: | $352,000 |
| Recipient Share: | $ 0 |
| Other Federal Funds: | $ 0 |
| Other Funds: | $ 88,000 |
| Total: | $440,000 |

8. **Type of Agreement**
Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA Pub. L. 117–58, November 15, 2021)

10. **Procurement Request No.**
HSA250038PR

11. **Federal Funds Obligated**
Base Phase (New Action Plan and Supplemental Planning Activities): $300,000
Phase 1 (Final Design): Not Applicable
Phase 2 (Demonstration Activities): $52,000

12. **Submit Payment Requests To**
See Article 5.

13. **Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.41010.61006600

14. **Description of the Project**

This award will be used by the City of Cottage Grove to develop a comprehensive safety action plan and conduct demonstration activities. The demonstration projects will be informed during the development of the action plan.

**RECIPIENT**

15. **Signature of Person Authorized to Sign**

Paul Sponholz
Digitally signed by Paul Sponholz
DN: C=US, E=psponholz@cottagegrovemn.gov, O=City of Cottage Grove, CN=Paul Sponholz
Date: 2026.05.14 12:48:57-05'00'

Signature Date
Name: Paul Sponholz
Title: City Engineer

**FEDERAL HIGHWAY ADMINISTRATION**

16. **Signature of Agreement Officer**

RYAN JOSEPH BUCK
Digitally signed by RYAN JOSEPH BUCK
Date: 2026.05.19 10:38:10 -04'00'

Signature Date
Name: Ryan Buck
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Cottage Grove (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Cottage Grove Safety Action Plan and Demonstration Projects.

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## APPLICATION, PROJECT, AND AWARD

### 2.1 Application.

Application Title: Safe Streets and Roads for All Funding Opportunity

Application Date: 05/16/2024

### 2.2 Award Amount.

SS4A Grant Amount: $352,000

### 2.3 Federal Obligation Information.

Federal Obligation Type: Single

| Obligation Condition Table | | |
|---|---|---|
| **Phase the Project** | **Allocation of the SS4A Grant** | **Obligation Condition** |
| Base Phase:<br>New Action Plan<br>Supplemental Planning | <br>$200,000<br>$100,000 | |
| Phase 1: Final Design | Not Applicable | (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and<br>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete. |
| Phase 2:<br>Demonstration Activities | <br>$52,000 | (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and<br>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete. |

**2.4 Budget Period.**

Base Phase Budget Period: See Block 6 of Page 1

Phase 1 Budget Period: Not Applicable

Phase 2 Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

## ARTICLE 3
## SUMMARY PROJECT INFORMATION

**3.1 Summary of Project's Statement of Work.**

The project will be completed in two phases as follows:

The City of Cottage Grove, , will develop a Safe Streets and Roads for All program aiming to both reactively and proactively increase safety in the community.

Base Phase (New Action Plan and Supplemental Planning Activities): The base phase will develop the leadership team and their goals with the SS4A project. Crash data will be analyzed, and statistics derived. "Hot spots" or high priority locations will be identified with preliminary crash countermeasure ideas. The first phase will develop a Toward Zero Deaths "TZD" action plan and reporting dashboard. The public will be engaged, and the leadership team will adopt an initial, not final, Safety Action Plan.

Phase 1 (Final Design): NA.

Phase 2 (Demonstration Activities): Phase 2 includes the coordination, materials, installation, continued engagement, and reporting aspects of each selected project as informed during the development of the initial action plan. Demonstration Activities and their outcomes will be used to finalize the Safety Action Plan.

**3.2 Project's Estimated Schedule.**

**Action Plan Schedule**

| Milestone | Schedule Date |
|---|---|
| Planned Final Plan Publicly Available Date: | 1/31/2027 |
| Planned SS4A Final Report Date: | 3/31/2028 |

**Demonstration Activity Schedule**

| Milestone | Schedule Date |
|---|---|
| NEPA Completion Date: | 4/17/2025 |
| Planned Construction Substantial Completion and Open to Public Use Date: | 1/31/2028 |
| Planned SS4A Final Report Date: | 3/31/2028 |

**Supplemental Planning Schedule**

| Milestone | Schedule Date |
|---|---|
| Planned Final Plan Publicly Available Date: | 2/28/2027 |
| Planned SS4A Final Report Date: | 3/31/2028 |

**3.3 Project's Estimated Costs.**

(a) Eligible Project Costs

| Eligible Project Costs | |
|---|---|
| SS4A Grant Amount: | $352,000 |
| Other Federal Funds: | $0 |
| State Funds: | $88,000 |
| Local Funds: | $0 |
| In-Kind Match: | $0 |
| Other Funds: | $0 |
| Total Eligible Project Cost: | $440,000 |

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

| Cost Classification | Total Costs | Non-SS4A Previously Incurred Costs | Eligible Costs |
|---|---|---|---|
| Architectural and engineering fees | $410,000 | $0 | **$410,000** |
| Site work | $20,000 | $0 | **$20,000** |
| Contingency | $10,000 | $0 | **$10,000** |
| **Project Total** | **$440,000** | **$0** | **$440,000** |

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

## CONTACT INFORMATION

**4.1 Recipient Contact(s).**

Paul Sponholz

City Engineer
City of Cottage Grove
12800 Ravine Parkway S, Cottage Grove, MN 55016
651-458-2848
PSponholz@cottagegrovemn.gov

**4.2 Recipient Key Personnel.**

| Name | Title or Position |
|---|---|
| Paul Sponholz | City Engineer |
| Ryan Burfeind | Public Works Director |

**4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop: W53-496
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator –Minnesota
Agreement Officer's Representative (AOR)
FHWA Minnesota Division
180 East Fifth Street, Suite 930
St. Paul, MN 55101
651-291-6100
minnesota.fhwa@dot.gov

and

Scott Mareck
FHWA Minnesota Division Office Lead Point of Contact
Technical Services Team Leader
180 East Fifth Street, Suite 930
St. Paul, MN 55101
651-421-8083
scott.mareck@dot.gov

## ARTICLE 5
## USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6
## SPECIAL GRANT TERMS

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

**6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

**6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

**6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

**6.8** The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

**6.9** There are no other special grant requirements.

**ATTACHMENT A**
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Cottage Grove, MN
**Baseline Measurement Date:** November 2026
**Baseline Report Date:** January 2027

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Safety Performance | Fatalities: Total annual fatalities in the project location(s) | Annually and within 120 days after the end of the period of performance |
| Safety Performance | Serious Injuries: Total annual serious injuries in the project location(s) [if available] | Annually and within 120 days after the end of the period of performance |
| Safety Performance | Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant) | Annually and within 120 days after the end of the period of performance |
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Outcomes and Benefits | Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.) | Within 120 days after the end of the period of performance |
| Outcomes and Benefits | Qualitative Project Benefits: Qualitative description of evidence-based projects or | Within 120 days after the end of the |

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| | strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.) | period of performance |
| Outcomes and Benefits | Project Location(s): GIS/geo coordinate information identifying specific project location(s) | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B**
**CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope**: N/A

**Schedule**: The original proposed dates for this project were 1/1/2025 through 12/31/2026. The schedule has been adjusted to reflect an updated grant agreement execution date. The budget period and period of performance end dates shall be no later than the award's effective date of 7/31/2028.

**Budget**: N/A

The table below provides a summary comparison of the project budget.

| | **Application** | | **Section 3.3** | |
|---|---|---|---|---|
| **Fund Source** | $ | % | $ | % |
| **Previously Incurred Costs (Non-Eligible Project Costs)** | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| **Future Eligible Project Costs** | | | | |
| SS4AFunds | | | | |
| Other Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | | | | |

**ATTACHMENT C**
[RESERVED]

**ATTACHMENT D**
[RESERVED]

**ATTACHMENT E**
**LABOR AND WORKFORCE**

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| X | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)* |
| | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)* |
| X | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)* |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)* |
| X | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)* |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)* |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

## 2. Supporting Narrative.

The City of Cottage Grove has an established Title VI Plan which can be found here: https://www.cottagegrovemn.gov/DocumentCenter/View/5020/2024-05-01-Title-VI-Plan-Executed?bidId=. See section 3 "Non-Discrimination Policy Statement", section 6 "Training", section 7 "Primary Program Area Descriptions and Review Procedures", and section 8 "Data Collection". The Recipient or project partner will engage with the community during all phases of the project to get input and feedback.

**ATTACHMENT F**
**CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

**ATTACHMENT G**
[RESERVED]

June 15, 2026

**Safe Streets and Roads for All (SS4A) Request for Proposal**
Addendum 2: Clarifications to the RFP

1. The "Final Plan Publicly Available" requirement refers to the obligation for grantees to post the Action Plan and any supplemental planning documents on the City's website so residents and other interested parties may access them. The link to these documents must be included in the SS4A final report.
2. It is evident that the grant agreement milestones (Section 3.2, 'Project's Estimated Schedule') are not fully aligned with the anticipated workflow and will likely require reconciliation. Adjustments are permissible as long as updates are provided to FHWA through quarterly reporting and no changes extend beyond the period of performance end date of July 31, 2028. The Safety Action Plan, Demonstration Activity/Activities, and Supplemental Planning milestones should be reworked into a schedule developed by the consultant. The consultant must be diligent in documenting all activities and decisions.
3. The City will be responsible for preparing and submitting the above-mentioned federal quarterly performance and financial reports. Information for these reports will be gathered from the consultant and discussed, as needed, during the monthly PMT meetings. The consultant should be prepared to support the City by providing any necessary information for these brief quarterly reports.
4. The number of demonstration projects is not predetermined. Final selection will be made in coordination with the Project Management Team, informed by the Action Plan findings and the available budget. The City will rely on the consultants' guidance and technical expertise, while accounting for the grant timeline and seasonal climate, to determine the appropriate duration for each demonstration project. The current estimate is that these projects will be deployed during or around summer 2027.
5. The Construction Substantial Completion milestone means that the project has been deployed with substantial data collected and substantial observations made.
6. The selected consultant should expect to be forward-facing with the public and lead the public discussions. The consultant will be responsible for developing materials and presenting them to the public, as well as to the City Council and relevant Commissions. The City will be present for review and support throughout this process.
7. The City seeks a consultant who can provide technical leadership as well as exceptional public engagement and communication capabilities.
8. The City will handle postage and mailing coordination. The consultant will be responsible for producing all mailing materials, including printing.
9. The 15-page limit applies to the entire proposal, including the cover letter, cost matrix, and any appendices. All pages shall be 8.5"x11", except that the cost matrix may be submitted on 11"x17". It is acceptable to include the summary narrative on the cost summary matrix.

10. Graphics should make every reasonable effort to adhere to the 11-point font size requirement. Smaller text within figures is acceptable within reason, especially for those who may still print proposals on paper and rely on their bifocals.
11. The project may consider safety outcomes involving pedestrian and bicycle interactions with vehicles as well as vehicle-to-vehicle conflicts.
12. The City has the following existing information on infrastructure features: posted speed limits, roadway widths, and internally painted crosswalk locations. PASER pavement ratings are available for pavement conditions. The City's ADT counts are collected and submitted directly to MnDOT by a third-party contractor.
13. The City does not have specific initial recommendations regarding which supplemental planning activity or activities should be pursued, as these should be informed by the outcomes of the demonstration project(s). Supplemental planning is expected to focus on evaluating the demonstration projects and addressing any areas where further planning is warranted.
14. See the attachment for several pre-identified areas of safety concern, particularly related to pedestrian-to-vehicle interactions. This list is not exhaustive and represents only an initial set of potential locations for data collection and demonstration projects.
15. Demonstration project activities should include hard costs such as material procurement and installation. These costs should be budgeted within the combined federal grant funds and IIJA state matching funds, totaling $65,000. If, during the project, an idea proves valuable but exceeds the allocated budget, the City is willing to explore additional funding options.

Cottage Grove
Where Pride and Prosperity Meet

# EXHIBIT B

Bolton & Menk, Inc. Proposal

Cottage Grove

Where Pride and Prosperity Meet

# SAFE STREETS AND ROADS FOR ALL (SS4A) PLAN

City of Cottage Grove, Minnesota

JUNE 24, 2026


**Contact:**
Bryan Nemeth, PE, PTOE
612-802-9538
Bryan.Nemeth@bolton-menk.com

3507 High Point Drive North
Bldg. 1 - Suite E130
Oakdale, MN 55128
651-704-9970 | Bolton-Menk.com


**We believe all people should live in safe, sustainable, and beautiful communities.**

BOLTON & MENK

Real People. Real Solutions.

BOLTON & MENK

Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 - Suite E130
Oakdale, MN 55128
651-704-9970 | Bolton-Menk.com

June 24, 2026

Paul Sponholz, PE
City Engineer
City of Cottage Grove
10875 Ideal Avenue South
Cottage Grove, MN 55016

**RE: Proposal for Safe Streets and Roads for All (SS4A) Plan**

**This proposal, including pricing, shall remain valid for a period of 60 days from the date of submission.**

## Terms Acceptance

Bolton & Menk, Inc. has reviewed the City of Cottage Grove's Agreement for Professional Services (Exhibit A) and accepts the terms and conditions as presented.

Dear Paul:

The City of Cottage Grove is seeking a qualified partner to develop a citywide, multimodal Safety Action Plan that meets SS4A requirements, advances the USDOT Safe System Approach, and supports demonstration activities that improve safety for all roadway users. Bolton & Menk, Inc. understands that this effort is about more than producing a plan. It is about delivering data-driven, practical strategies that reduce fatal and serious-injury crashes and position the City to move confidently from safety planning to project implementation.

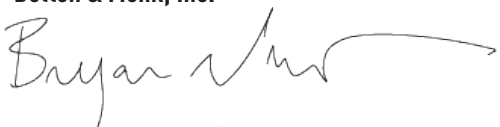
**SS4A Experience and Safe System Approach—** Bolton & Menk brings extensive experience in transportation safety planning and SS4A-funded and similar initiatives. Our team understands how to apply Safe System principles to develop comprehensive Safety Action Plans that align with federal requirements while remaining grounded in local context. We will complete a thorough safety analysis, identify a High-Injury Network, and develop prioritized, evidence-based strategies that address Cottage Grove's most critical safety needs. Our approach emphasizes clear, actionable recommendations that are designed to reduce severe and fatal crashes and support long-term safety outcomes for all users.

**Local Knowledge and Trusted Relationships—** Our team offers a distinct advantage through long-standing relationships and deep familiarity with the City of Cottage Grove. We understand the community, its transportation network, and the priorities of City staff and stakeholders. With trusted professionals involved in project delivery, we can begin with meaningful local insight from day one. This familiarity streamlines coordination, strengthens public engagement, and allows us to focus immediately on identifying solutions rather than spending time getting up to speed.

**Actionable Solutions and Implementation Support—** Cottage Grove needs a partner who can move beyond planning to implementation. In addition to delivering a compliant SS4A Safety Action Plan, Bolton & Menk will provide added value through tools and enhancements that help the City take action quickly. We will support concept development for high-priority locations, provide tools to track and communicate safety progress, and develop clear, user-friendly materials to share recommendations with the public and stakeholders. Our team will also support federal reporting requirements, ensuring the City remains well-positioned for continued funding and successful project delivery.

In continued service to the City of Cottage Grove, we are excited for the opportunity to support this important initiative. As one of Bolton & Menk's principal owners, I am fully authorized to negotiate binding commitments for the firm. I have reviewed the following proposal and cost proposal and approve its submission to the City. I will serve as your lead client contact and project manager. Please contact me at 612-802-9538 or Bryan.Nemeth@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
**Bolton & Menk, Inc.**



Bryan Nemeth, PE, PTOE
Project Manager

BOLTON & MENK IS AN EQUAL OPPORTUNITY EMPLOYER.

# PROJECT UNDERSTANDING

The City of Cottage Grove is developing a comprehensive Safety Action Plan to proactively reduce fatal and serious injury crashes across its multimodal transportation network. With continued growth and evolving travel patterns, the City seeks to move beyond reactive improvements toward a data-driven, system-wide approach to safety.

This effort begins with a clear understanding of where and why severe crashes occur and translates these insights into targeted, implementable solutions. A central component is the development of a High-Injury Network (HIN), which will identify corridors and locations with a disproportionate concentration of fatal and serious injury crashes. Using geospatial analysis, systemic risk evaluation, and review of contributing factors such as roadway design, user behavior, and surrounding land use, the HIN will establish a framework for prioritizing safety investments.

The Safety Action Plan will align with the Safe System Approach, recognizing that while human error is inevitable, fatalities and life-altering injuries are preventable. The plan will emphasize layered safety strategies that reduce both crash likelihood and severity through safer roadway design, appropriate speeds, improved visibility, and enhanced protections for vulnerable users such as pedestrians and bicyclists. Strategies will include both corridor-specific improvements and systemic countermeasures implemented across the network.

A key element of this work is the analysis of multi-year crash data to identify patterns, trends, and priority safety needs. A review of ten years of crash data highlights the City's most critical challenges. During this period, 13 fatal crashes and 43 serious injury crashes occurred. Vulnerable users represent a significant area of concern, with 40 pedestrian crashes (including one fatal and nine serious injuries) and 42 bicycle crashes (including one serious injury). These trends underscore the importance of prioritizing protections for pedestrians and bicyclists while addressing factors that contribute to severe crashes.

Across the broader system, recent crash patterns also highlight how safety responsibility is distributed by roadway jurisdiction. Over the past five years, crashes in Cottage Grove have occurred on:

- State roads: 25%
- County roads: 12%
- Local roads: 55%
- Other: 8%

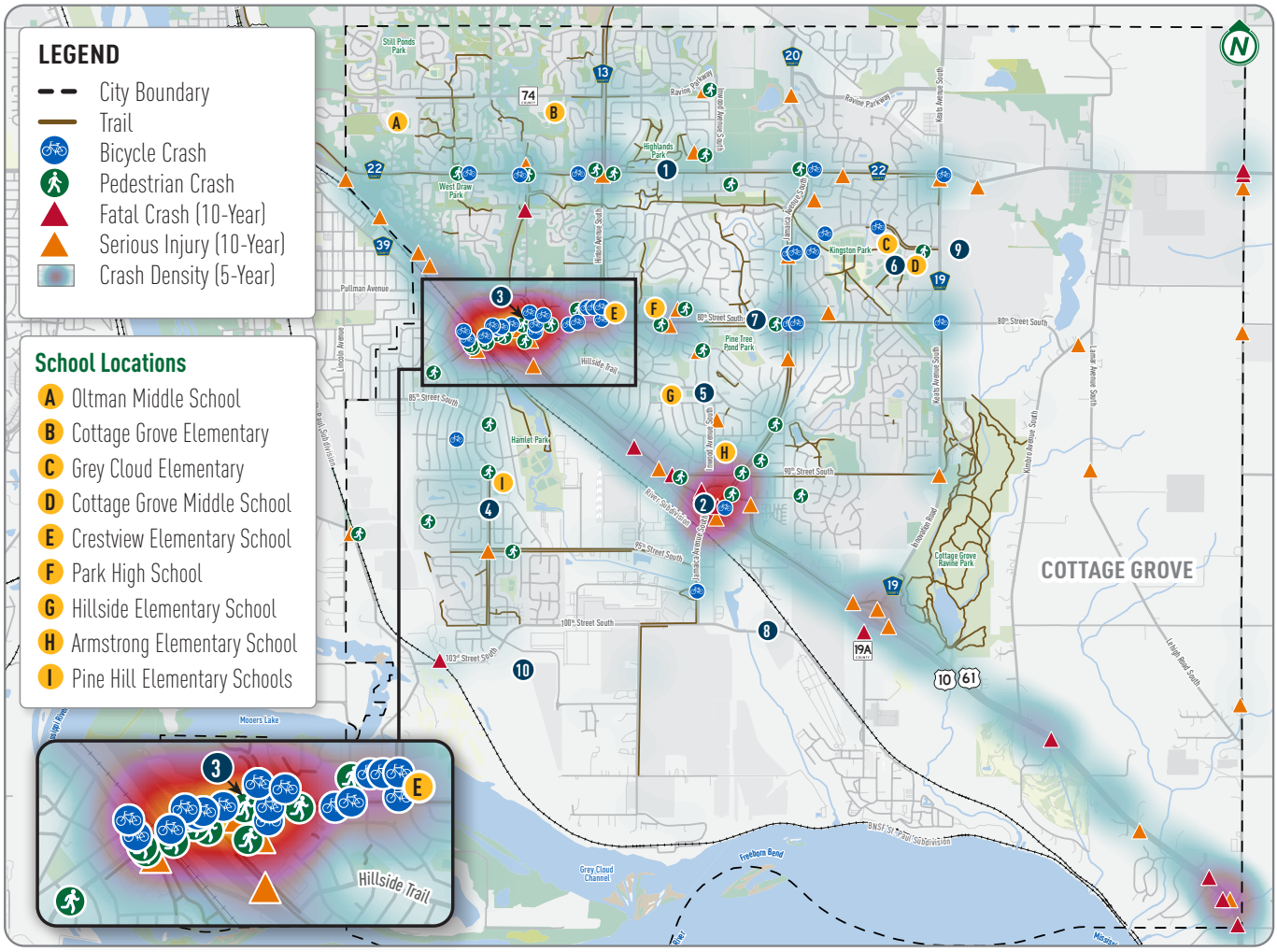
This distribution highlights the importance of focusing safety improvements on the local road network, where the majority of crashes occur, while continuing to coordinate with state and county partners on shared corridors.

Consistent with SS4A requirements, the Safety Action Plan will assess the entire transportation system, not just locations with a history of crashes. The plan will proactively identify risk factors such as intersection spacing, traffic control, curve radii, roadway departure risks, lighting conditions, and vehicle speeds, including in areas without documented crash clusters. GIS-based analysis will support this effort by organizing and evaluating diverse transportation data to enable a comprehensive, forward-looking assessment.

The project will also integrate community input, stakeholder coordination, and existing City plans and policies to ensure recommended solutions reflect local priorities and are feasible to implement. Through a combination of technical analysis and public engagement, the City will build consensus around a shared safety vision and a prioritized set of actions.

Ultimately, this effort supports the SS4A goal of eliminating roadway fatalities and serious injuries by establishing a clear implementation roadmap. The final plan will include prioritized projects, demonstration activities, and performance measures to track progress and refine strategies over time. While grounded in USDOT's seven requirements for an SS4A Safety Action Plan, the approach will also position Cottage Grove to compete for multiple funding sources, including the Highway Safety Improvement Program.

The accompanying map highlights areas with higher concentrations of crashes, including clusters of fatal, serious injury, pedestrian, and bicycle crashes. This provides a data-driven foundation to identify focus areas and inform safety strategies, while also incorporating local knowledge of growth areas and emerging opportunities within the City.




## Traffic and Safety Considerations

1. **70th Street (CSAH 22):** Several serious injury crashes have occurred in the past five years. Highland Park is also a popular winter sledding destination, creating potential conflicts between recreational users and traffic.
2. **East Point Douglas Road:** West of Jamaica Avenue, multiple fatal crashes in the last 5-years, one being a pedestrian crash.
3. **80th Street**: Several serious injury crashes have occurred, particularly near Hardwood Avenue and Ideal Avenue. There is also a concentration of pedestrian and bicycle crashes along 80th Street between Highway 61 and Hinton Avenue. Current project work is addressing safety concerns.
4. **Hadley Avenue**: Traffic volumes are increasing due to ongoing development south of 100th Street.

## Growth and Opportunity

5. **Hillside Elementary Area:** High levels of pedestrian activity highlight the need for improved pedestrian crossings and sidewalk connectivity.
6. **Indian Boulevard and Schools:** With Grey Cloud Elementary School, Cottage Grove Middle School, and multiple athletic and recreational fields nearby, this area presents opportunities for enhanced pedestrian accommodations and roadway improvements to increase safety and comfort for all users. The area has also experienced pedestrian and bicycle crashes within the past ten years.
7. **80th Street:** Opportunities exist to close gaps in pedestrian and bicycle network along this arterial corridor.
8. **Southeast Area:** The planned extension of 100th Street to the Keats Avenue and Innovation Road interchange, along with development south of 100th Street, provides a unique opportunity to redesign corridors such as Jamaica Avenue with a focus on safety and accessibility.
9. **East of Keats Avenue:** Current development from the northern city border down to 77th Street, and future development to 85th Street is expected to increase traffic volumes, creating an opportunity to proactively plan for safety and accessibility for all modes of transportation.
10. **Southwest Area:** Current and ongoing development south of 100th and 103rd Street presents opportunity to implement safe and accessible facilities for all modes.

# TEAM AND EXPERIENCE

Bolton & Menk has assembled a team with the experience, technical expertise, and local knowledge needed to deliver a successful Safety Action Plan for the City of Cottage Grove. Our team combines a strong understanding of the City's transportation system with national best practices in roadway safety, built through 20 SS4A projects developed over the past three years. The following staff have the experience and expertise to analyze safety challenges, engage communities, and develop implementable strategies that reduce fatal and serious injury crashes.

## BRYAN NEMETH, PE, PTOE

### Project Manager

Bryan will lead project delivery, provide strategic direction, and coordinate with City staff to ensure the Safety Action Plan aligns with SS4A requirements and effectively addresses safety, policy, and implementation priorities.

Bryan is a principal traffic engineer with experience since 1998. His expertise includes traffic safety and operations analysis, preliminary and final design, traffic forecasting, simulation, and the evaluation of innovative intersection concepts, including in urban environments with limited right-of-way. He leads traffic, safety, intersection, and corridor studies for a wide range of clients and oversees traffic design elements such as signals, lighting, roundabouts, and pedestrian and bicycle facilities. Bryan helps clients understand their transportation challenges, develop effective solutions, and carry them through design and implementation. Bryan's intimate knowledge and experience in the City of Cottage Grove will lead our team thoughtfully through all stages.

## CHLOE CHRISTENSON, PE

### Deputy Project Manager

In close collaboration with Bryan, Chloe will support day-to-day coordination, schedule management, and quality control while ensuring integration across technical analysis, engagement efforts, and plan development.

Chloe is a transportation project engineer who began her career in 2020. Her experience is rooted in traffic engineering, focusing on planning, safety analysis, corridor studies, system analysis, and intersection analysis and control evaluations. She loves any opportunity to collaborate; whether it be with residents, businesses, or elected officials; she believes everyone plays a key role in the solution. Chloe is passionate about transportation as it connects our communities. She believes it is important that there are safe and sustainable transportation options for all.

## KEVIN MACKEY, PE, PTOE

### Safety Analysis Lead

Kevin will lead safety analysis, including crash data evaluation, systemic safety assessment, and development of the High-Injury Network (HIN) to identify and prioritize strategies that reduce fatal and serious injury crashes.

Kevin is a traffic multimodal modeler who began his career in 2011. He performs travel demand modeling, traffic forecasting, transportation planning, traffic operations analyses, traffic simulations, and roadway safety analyses to support a variety of transportation projects. Kevin has always had an interest in maps, roadway systems, and demographic data which culminated into a perfect fit for this role. **As a Cottage Grove native and current resident, Kevin understands first-hand the needs and priorities within the City.**

## CONNOR COX

### Planning and Demonstration Project Lead

Connor will guide development of the Safety Action Plan and oversee identification and implementation of demonstration projects, ensuring recommendations are practical, innovative, and aligned with Safe System principles.

Connor is an active transportation and transit practice leader, responsible for leading active transportation planning work across Bolton & Menk's Midwest locations. Beginning his career in 2012, he is an expert in pedestrian and bicycle plans and studies, safe routes to school projects, Complete Streets projects and policies, trail studies and master plans, and Safety Action Plans. Connor has ample experience with active transportation plans and studies; Complete Streets planning, design, and maintenance; bikeway design; corridor studies; winter maintenance; and grant funding. Connor has expertly led more than five Safety Action Plans in the last two years, giving our team a leading edge on best practices and providing value as an end-result.

## RARA ISTIFADAH

### Transportation Planning and Engagement Support

Rara will support transportation planning analysis and public engagement efforts, helping to integrate community input and stakeholder perspectives into actionable safety strategies.

Rara began her career in 2023 and serves as a transportation planner for the Midwest transportation planning group's funding team. She assists in the development of planning studies, technical memorandums, land development reviews, and supports new and updated plans, programs, regulations, and proposed projects. Rara also conducts research on various planning topics, data analysis, and supports community engagement efforts. She is passionate about the field of urban planning because cities are fascinating, complex systems with unique transportation networks. Rara is currently supporting the development of the La Crosse Regional Transportation Safety Plan.

## AARON PADILLA, GISP

### GIS Lead

Aaron will lead GIS analysis and data management, developing mapping, visualization, and spatial tools to support HIN development, prioritization, and decision-making.

Aaron is a GIS specialist who began his career in 2018. He is passionate about geography and uses visualizations to communicate insights in meaningful ways. Aaron primarily supports transportation, planning, and environmental projects and has experience analyzing data for crash and safety evaluations, as well as environmental impact assessments. He works with large datasets to uncover useful insights that may not be immediately apparent. He also creates static and interactive maps and dashboards that help users explore and understand data. Aaron has contributed to more than a half dozen SS4A plans, including for the Cities of Columbia Heights, Fridley, and La Crosse.

## ASHLEY HUDSON

### Implementation and Funding Lead

Ashley will lead implementation planning and funding strategy, aligning project priorities with practical phasing and delivery approaches while identifying, pursuing, and securing funding to support successful project delivery.

Since beginning her career in 2011, Ashley has developed a range of skills as a principal transportation planner. Her transportation planning experience is founded in work on multimodal corridor studies and designs, regional system planning, MPO transportation policy guiding and investment studies, public engagement, and persuasive project funding initiatives. As the leader of our firm's transportation funding team and transportation funding practice leader, she has excellent capabilities in aligning projects with funding sources, developing comprehensive implementation and funding plans, and grant writing and research. Ashley uses her creativity to guide the creation of visual-heavy materials to communicate project needs, processes, anticipated impacts and benefits, recommendations, and implementation plans. Ashley's familiarity with funding in the City of Cottage Grove gives our team a holistic and forward-thinking level of expertise.

## ANDREW OLSON

### Local Liaison

Andrew will serve as a key connection to local context, supporting coordination with City staff and stakeholders while ensuring solutions reflect community priorities and ongoing initiatives.

Andrew is a municipal project manager who began his career in 2015. His responsibilities include planning, design, and construction administration for a wide variety of project types including utility and roadway extensions, reconstructions, and rehabilitations, as well as retaining wall projects. He is passionate about using his construction engineering experience to help create unique solutions to complex problems, which is where he feels he can make the biggest difference in the lives of his clients' residents. Andrew regularly gets to work with the City of Cottage Grove, providing our team with ample first-hand understanding of the City.

## TRANSPORTATION SAFETY ACTION PLAN

### City of Columbia Heights, Minnesota

Bolton & Menk worked with the City of Columbia Heights to develop a comprehensive transportation Safety Action Plan aimed at proactively reducing severe and fatal crashes in the City. The plan addressed safety for all roadway users—pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators—but it prioritized safety for the most vulnerable users such as pedestrians and people with disabilities. Our team was in the process of inventorying and assessing current safety conditions and concerns, then we identified future needs, developed and prioritized strategies to reduce fatalities and serious injuries, and helped the City monitor long-term progress and performance of safety strategies. Equity considerations and a robust public engagement process were woven throughout our entire process, from the initial evaluation of existing practices, policies, and crash history, to recommendations, project prioritization, and evaluation.

"I just want to say that I am so proud of this work. I'm so thankful. As we do things in the future, we're going to be reflecting on this plan. When hearing you say that by 2040, we're going to eliminate deaths on streets because of the investments we make—that is so exciting and hopeful. I know it's been a long process and I'm so glad to have it completed, so thank you for getting this going and moving it through."

- Amáda Márquez Simula, Mayor

## TRANSPORTATION SAFETY ACTION PLAN

### City of Buffalo, Minnesota

The City of Buffalo faced growing safety concerns across its transportation network, with 491 crashes over five years, including fatalities and serious injuries. Key corridors like TH 25 and TH 55, along with at-grade rail crossings and trail gaps, posed significant risks to pedestrians, bicyclists, and motorists. Continuous City growth and the lack of a comprehensive, data-driven safety strategy made it difficult to prioritize improvements, address systemic risks, and secure federal funding for critical infrastructure upgrades. To address these challenges, Bolton & Menk partnered with the City of Buffalo to develop a Safety Action Plan aligned with the U.S. Department of Transportation's SS4A program. Our team conducted detailed crash analysis, GIS mapping, and extensive public engagement, including field audits, local events, and stakeholder interviews. The plan identified a High-Injury Network, prioritized safety interventions, and proposed conceptual designs and pilot projects to reduce crashes and improve mobility for all users. With the development of the Safety Action Plan, Buffalo has a clear and actionable roadmap to pursue safer and more equitable streets, apply for SS4A implementation grants, and ensure strategic, community-informed investments focused on reducing fatalities and injuries.

"When you identify [road safety] issues, you have to act on them. I appreciate the effort that you're putting into this. You have a lot of passion for it. Keep up the good work. Thank you."

- George Fantauzza, Council Member

## DESIGN AND CONSTRUCTION SERVICES

### City of Cottage Grove, Minnesota

Bolton & Menk has partnered with the City of Cottage Grove for more than 15 years, delivering planning, engineering, and infrastructure improvements that support safer streets and stronger community connections. This long-term relationship reflects our shared commitment to advancing transportation systems that prioritize safety, accessibility, and reliability for all users. Highlights include:

- **East Point Douglas Road and Jamaica Avenue:** Our multidisciplinary team led a feasibility analysis and preliminary design development for a major corridor reconstruction project, focusing on improving traffic operations, safety, and multimodal accessibility in a busy commercial area. Multi-faceted solutions included intersection reconfiguration, roundabout implementation, signal upgrades, and expanded capacity to reduce congestion and conflict points. The incorporation of pedestrian, ADA, and streetscape improvements along with utility and drainage upgrades enhance the safety, connectivity, and overall community mobility for the City.
- **80th Street:** Bolton & Menk conducted a corridor traffic study along 80th Street to evaluate operations and identify safety improvements related to access spacing, turning movements, and increasing traffic demand. Recommendations targeted geometric and access modifications, including improved turn lane configurations, access management strategies, and enhanced corridor spacing, to reduce conflict points, improve sight distance, and minimize rear-end and turning crashes. Additional considerations included managing queues and access interactions to prevent spillback and enhance overall driver predictability and roadway safety.
- **Park High School Renovations:** We performed traffic analysis and circulation review for the multi-school campus are of Crestview Elementary and Park High School, emphasizing safety improvements such as reduced conflict access points, pedestrian refuge medians, separated bus and student traffic, and enhanced drop-off operations to minimize vehicle-pedestrian interactions and roadway congestion.
- **East Point Douglas Road All-Way Stop:** Our team conducted an intersection safety review to address close calls at a yield-controlled free right-turn lane, recommending conversion to a stop-controlled right-turn lane to reduce merge conflicts, improve yielding behavior, and enhance safety by minimizing conflict points and improving driver predictability while preventing queue spillback.

### WE HAVE COMPLETED OR ARE CURRENTLY WORKING ON 20 SAFETY ACTION PLANS:

- City of Buffalo, MN
- City of Columbia Heights, MN
- City of Crosslake, MN
- City of Fridley, MN
- City of Willmar, MN
- Crow Wing County, MN
- Saint Cloud APO, MN
- La Crosse APO, MN/WI
- City of Ely, IA
- Grand Forks-East Grand Forks MPO, MN/ND
- Foothills Regional Commission, NC
- Town of Boiling Springs, NC
- Town of Huntersville, NC
- Anderson County, SC
- Cherokee County, SC
- City of Easley, SC
- City of Greer, SC
- City of Newberry, SC
- Rock Hill-Fort Mill Area Transportation Study (RFATS)
- Waccamaw Regional Council of Governments/Grand Strand Area Transportation Study (GSATS)

Bolton & Menk has provided the full range of services required for Comprehensive Safety Action Plans. We have assisted communities with planning, securing funds, and/or implementation (design and construction), and our in-house staff has a variety of specialized expertise critical to the success of these plans.

# PROJECT APPROACH

**Bolton & Menk's experience planning, funding, and delivering SS4A Safety Action Plans positions the City of Cottage Grove for successful plan development and long-term implementation.** Bolton & Menk has completed or is currently developing 20 SS4A Safety Action Plans. Nationally, our transportation funding team has secured more than $50 million in successful SS4A grant applications.

### The plan will focus on four primary objectives:

1. Engage the public, stakeholders, Washington County, and MnDOT staff in understanding safety issues
2. Complete a GIS-based crash analysis to identify top priority safety locations and identify a High-Injury Network
3. Develop strategies and recommendations for projects, policies, and programs that improve transportation safety
4. Develop a defensible prioritization methodology to rank projects and initiatives based on a set of criteria

Our approach is grounded in USDOT's seven requirements for an SS4A Safety Action Plan, ensuring the plan meets all federal program requirements and positions Cottage Grove for future funding. However, we also recognize that SS4A implementation grant funding is highly competitive and the future of the program is uncertain. For this reason, the plan will also be designed to position Cottage Grove for other funding sources with a more stable future, including the Highway Safety Improvement Program (HSIP).

## GENUINE ENGAGEMENT AND DATA-DRIVEN SAFETY ANALYSIS

Developing a high-quality, proactive, and action-oriented plan requires meaningful public participation, analysis of crash trends, identification of contributing factors and high-risk locations, development of goals and objectives, and implementation methods. We will combine meaningful public outreach strategies with a comprehensive GIS-based approach to integrate crash data, roadway characteristics, trail networks, and key destinations to identify safety concerns and connectivity gaps. By layering public input with these GIS-based datasets, we can pinpoint high-risk corridors and crash hotspots, ensuring targeted and data-driven recommendations.

**We are experts in transportation safety solutions and the SS4A program. We engage the public, local and state agency partners, and other stakeholders to generate support for the project, then distill a wide range of inputs into an implementable plan and identify funding for traffic safety projects.**

**BOLTON & MENK**

has a history of helping clients find manageable sources of funding.

We work diligently to identify and secure outside grants and low interest loans from a variety of federal, state, and local agencies.

**In fact, we have secured over $3.1 BILLION in funding from a variety of sources in recent years.**

## ALIGNMENT WITH USDOT SS4A REQUIREMENTS

Each of USDOT's seven components of a Safety Action Plan are incorporated into Bolton & Menk's scope of work, as shown below, ensuring the Cottage Grove plan meets eligibility requirements for future implementation funding.

| SS4A Self-Certification Requirement | Project Task |
|---|---|
| Leadership commitment and goal setting | Task 3 |
| Planning structure | Task 2 |
| Safety analysis | Task 5 |
| Engagement and collaboration | Task 4 |
| Policy and process changes | Task 6 |
| Strategy and project selections | Task 6 |
| Progress and transparency | Task 7 |

# WORK PLAN

Best practices and innovative approaches, tools, and processes are highlighted within our proposed scope of work below.

## TASK 1: PROJECT MANAGEMENT

Led by our project manager, Bryan Nemeth, our team will develop a detailed schedule and plan for completing the project. This will include any feedback obtained through contract negotiations and will be set up to help City staff and agency partners understand the flow of the project, expectations of the project team, and when different updates to elected officials and other committees may be most advantageous.

Our team will perform all work necessary to effectively coordinate project development; maintain the project schedule, budget, monthly invoicing, and progress reporting; and manage the project.

## TASK 2: AGENCY INVOLVEMENT

### PMT MEETING

The Bolton & Menk team will convene and facilitate an in-person kickoff meeting with the City of Cottage Grove Project Management Team (PMT) to review the project objectives, identify key stakeholders to engage during the project, and refine the scope of work to ensure that it meets the goals and expectations of the City. Following the kick-off meeting, we will meet at least monthly with the PMT to discuss key project tasks and upcoming milestones. Regular PMT meetings will be held to guide project progress, review deliverables, and coordinate among key stakeholders, ensuring alignment and transparency at every stage. The PMT will play a crucial role in guiding the study process, offering input and oversight at key decision points. We will provide meeting agendas and notes for each PMT meeting.

## CITY MEETINGS

We will attend and present project materials at up to two City Council meetings and up to two Public Services Commission meetings. Based on other Safety Action Plans led by Bolton & Menk, we recommend attending these meetings about one-third of the way through the study and again near the end of the study. The first meeting will be to present findings from the safety analysis and distill key themes from community member comments. The second meeting will present safety project recommendations and strategies and ensure that decision-makers are supportive of the plan and endorse its adoption.

## TASK 3: LEADERSHIP COMMITMENT

Bolton & Menk will collaborate with City staff to establish a leadership commitment that formalizes the City's safety objectives for the study. In Cottage Grove, this will likely involve a public commitment (such as a resolution or policy) from the mayor and/or City Council aimed at achieving zero roadway fatalities and serious injuries. The commitment will specify a goal and timeline for eliminating these incidents, which will be drafted by Bolton & Menk with input from the PMT.

This commitment is one of the seven components of the SS4A program, as defined by the USDOT. While not a required component, having a leadership commitment as part of Cottage Grove's Safety Action Plan will make the City more competitive in pursuing future implementation funding from the federal SS4A program.

## TASK 4: PUBLIC ENGAGEMENT AND INVOLVEMENT

Our project emphasizes an equitable outreach strategy, blending high-touch and high-tech methods to ensure robust community involvement within the project's budget. Collaborating with the County, MnDOT, and stakeholders, we aim to engage the community throughout the process.

## A ROBUST ENGAGEMENT TOOLBOX

Bolton & Menk uses a dynamic, adaptive approach to public engagement. Recognizing that public participation is ever evolving, we use a variety of tools in our engagement toolbox. This approach allows us to be flexible and responsive, ensuring our public engagement is effective and reaches as many community members as possible. We will work with the PMT to develop a customized engagement strategy that works best in Cottage Grove.

### In-Person

- **Open House Meetings:** Public meetings scheduled to coincide with project milestones are ideal. We strive to make our meetings interesting, productive, and fun with hands-on activities and appealing, informative graphics.
- **Focus Groups and Interviews:** This involves personalized discussions with specific groups or stakeholders to gain in-depth insights. This approach benefits the project by ensuring diverse, direct community perspectives are accurately captured and addressed.
- **Community Pop-Ups:** This tool will serve as an innovative approach to engage with the community in a relaxed and enjoyable atmosphere at popular local events like the Cottage Grove Food Truck Festival or the Monster Bash Parade. Unlike traditional large-scale meetings, these gatherings are designed to meet residents in familiar, everyday settings, fostering a space for open and genuine feedback.

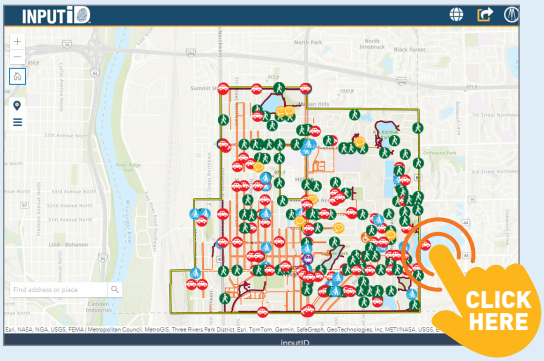
**+INNOVATIVE PROCESS**

**PMT Bus Tour:** An in-person bus tour/ audit of key parts of the community can highlight many of the safety challenges in the region. We propose this is held with the 2nd or 3rd PMT meeting.

## Virtual

+INNOVATIVE TOOL

**Safety Issue Mapping:** Bolton & Menk developed INPUTiD™, a proprietary online public input application with a customizable interface and tools, which makes it easy to gather public comments in one place.

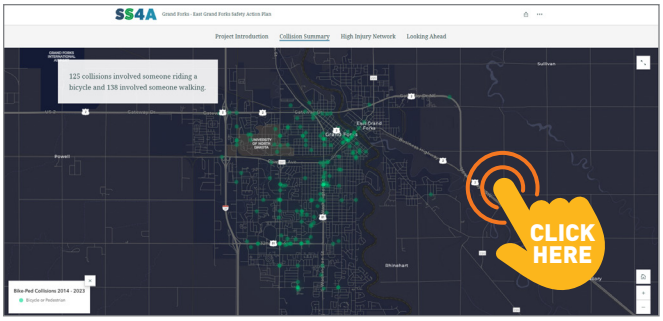



- **Project Website:** A website can share project information, upcoming events, opportunities to get involved, invitations for public comment, materials from meetings, and online surveys.

+INNOVATIVE APPROACH

**Custom Project Branding:** Bolton & Menk's in-house professional graphic design team will create a custom project logo and branding materials to provide a unique, recognizable look for all project materials.

- **Online Surveys:** We can create and host surveys on project web pages and promote them through multiple avenues, including social media, project flyers, email newsletters, and stand-alone project boards that can be set up at the entrances of high-traffic areas such as libraries, city halls, or community centers. Any survey results would be summarized and presented as reports to the PMT.
- **Social Media Campaign:** Bolton & Menk will develop a social media campaign to promote other outreach activities, educate stakeholders about transportation safety, and create excitement through challenges and contests.




*INPUTiD™, an interactive mapping software, was used to collect feedback from residents of Grand Forks and East Grand Forks on the ongoing regional Safety Action Plan for the region's MPO.*

## TASK 5: SAFETY ANALYSIS AND DATA COLLECTION

Upon notice to proceed, our team will immediately begin working on the analysis of existing safety conditions and historical trends to establish a baseline level of crashes involving fatalities and serious injuries across the City of Cottage Grove. From the baseline crash data, we will complete the detailed examination of crash locations, identifying severity, contributing factors, crash types, and user types. We will also include an analysis of systemic and specific safety needs, such as high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, and structural issues. Our team will ensure the information is summarized in a manner that is both concise and functional for staff as well as easily presentable to stakeholders and community partners to support public involvement efforts. This includes key statistics, tables, graphs, and a variety of maps.

2.0% of Cottage Grove residents walk, bike, or use public transit to work or school.

20.4% of Cottage Grove households include at least one person with a disability.

The thorough collection and analysis of key safety-related data is an extremely important aspect of any comprehensive Safety Action Plan. Sources collected and analyzed may include:

- Historical crash data from MnDOT's Crash Mapping Analysis Tool (MnCMAT)
- Prevailing traffic speed data, if available
- Local law enforcement records and crash records
- State crash facts reports
- The Minnesota Strategic Highway Safety Plan

The crash data will be incorporated with socioeconomic information (2020 Decennial Census and 2021 American Community Survey) and site and roadway characteristics (traffic volumes, zoning, bike network, roadway section type, functional classification, lanes, speed limits, traffic signals, and other readily available information) in the analysis efforts. This will be used to determine not only where severe crashes have occurred but also determine other locations with similar characteristics where there is a potential for severe crashes.

## TASK 6: IMPLEMENTATION PLAN

The technical analysis and INPUTiD™ public input mapping results will feed into project identification, strategies, design countermeasures, and cost estimates. We will develop a list of specific countermeasures and project investments that will address the present and anticipated safety needs within the City.

We will create a priority ranking of improvements with the most potential for reduced crashes and traffic safety benefit to the community based on severity, quantity, cost estimates, public concern, and other factors determined as part of the planning process. It is anticipated that this will focus on proactive reduction in severe crashes.

We will develop an implementation plan that outlines specific projects and policy changes that could improve roadway safety. The plan can be used for future CIP programming and competitive grant applications, as well as implementation funding through Met Council or MnDOT processes.

The types of projects that are likely to be considered will include:

- New and improved signals, intersections and roadway crossings
- Safe Routes to School and parks policies, programs, and projects
- Prioritized sidewalk, trail, and bikeway gaps
- Traffic calming measures and lighting enhancements
- Near-term, low-cost implementation options that can be accomplished as temporary or demonstration projects while funding for more permanent projects can be secured
- Re-prioritized and refined project recommendations from previous planning efforts

We will develop a prioritization and phasing approach with cost estimates for each recommendation, paired with a funding and implementation plan that will consider many sources of funding—including SS4A—for the identified projects.

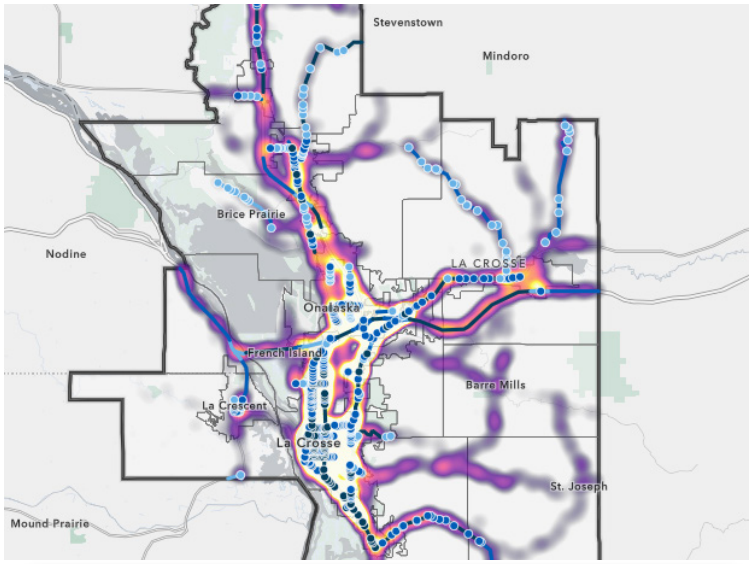
Task 6 also includes identification, design, planning, and implementation of up to two demonstration projects. Bolton & Menk staff have designed and implemented demonstration projects to test potential implementation of future safety interventions and inform recommendations in the final plan. These projects can also be an effective public engagement strategy and help increase awareness of the plan. Demonstration project implementation will include communication to neighbors and other stakeholders, tracking data, managing pilot program elements, and providing documentation for evaluating effectiveness. The demonstration projects will be led by Connor Cox, who has led safety-focused demonstration pilot projects on numerous SS4A Safety Action Plans.

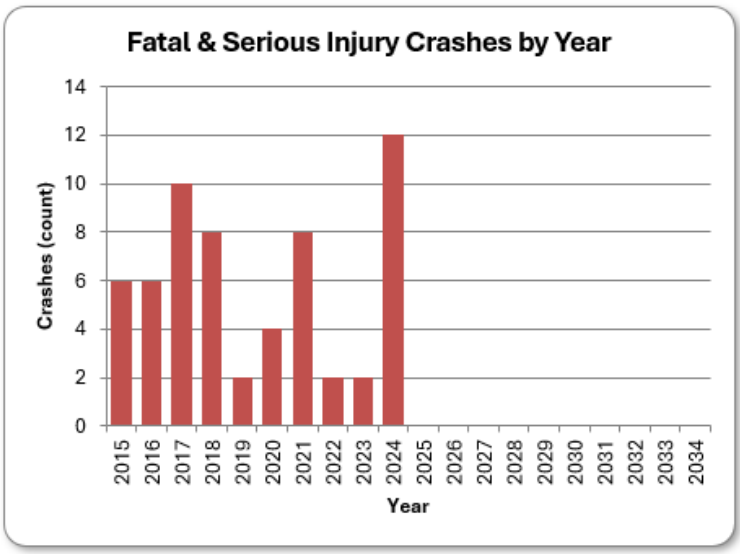
*A curb extension demonstration project led by Bolton & Menk in Mankato, MN.*

## TASK 7: FINAL DELIVERABLES

Our team will deliver a plan document to project partners that will not only serve as study documentation, but as a valuable resource to be referenced and updated in the future. The study report will contain the required components of a Safety Action Plan to make the cities eligible for SS4A implementation grant funding, as well as a concise executive summary of the study process and results.

The draft SS4A Safety Action Plan will contain all analyses and recommendations, summarizing the preceding tasks and memorandums. The report will be designed to allow cities to track progress towards reducing roadway fatalities and serious injuries. The draft will be provided for review and revised based on agency comments. An additional draft will be developed and reviewed before the SS4A Safety Action Plan is finalized. Bolton & Menk will present the plan recommendations in-person to various boards and committees.




## TASK 8: ADDITIONAL TASKS

As part of our base scope and fee, Bolton & Menk will provide additional deliverables not specifically requested in the RFP that enhance the effectiveness, usability, and long-term value of the Safety Action Plan for Cottage Grove and its agency partners.

### 8.1: FHWA QUARTERLY AND PROJECT CLOSEOUT REPORTING

Our team will support Cottage Grove in the preparation of all required quarterly reports and project closeout documentation in compliance with FHWA requirements. We will develop materials, coordinate data collection, and manage timely submittals to FHWA, ensuring accountability throughout the project lifecycle while minimizing administrative burden on City staff.

### 8.2: CRASH DATA DASHBOARD

Following the initial crash analysis, Bolton & Menk will create an interactive, web-based crash data dashboard for Cottage Grove that turns complex safety data into a clear, accessible tool for staff, partners, and the public. Modeled on ArcGIS experience-based dashboards, it will let users explore fatal and serious-injury crash trends through dynamic maps, charts, and filters by severity, roadway type, travel mode, contributing factors, and location. Built with widely supported GIS tools, it will be intuitive, easy to update, and useful for public meetings, briefings, grant applications, and capital planning. Paired with the SS4A analysis, the dashboard will provide a lasting, user-friendly resource beyond plan adoption. Once complete, it will be transferred to City GIS staff for future updates as new crash data become available.

### 8.3: SAFETY PROGRESS TRACKING TOOL

Tracking progress over time is a critical outcome of a Safety Action Plan. Bolton & Menk will develop an Excel-based transportation safety progress tracking tool that visualizes crash trends and documents planned and implemented safety projects. This intuitive tool will allow City staff to monitor progress toward key safety goals and support ongoing performance management following plan adoption.

### 8.4: STORYMAP ONLINE PLAN SUMMARY

Once the SS4A plan is finalized, we will create an online summary version of the plan using ArcGIS story map, similar to what we produced for the City of Buffalo. The online version will serve as an easily accessible executive summary of the project process and key plan recommendations.

# COST PROPOSAL

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, vehicle and personal expenses, mileage, printing costs, and other routine expendable supplies. The fee is also inclusive of the material costs associated with the demonstration projects that will be developed as part of this study. Bolton & Menk, Inc. will provide the scope of services as described for a total not-to-exceed fee of $439,967. We will bill work following our standard hourly billing rates and will not exceed our estimate without prior authorization from the City.

| Client: City of Cottage Grove<br>Project: SS4A Safety Action Plan | | Bolton & Menk, Inc. | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task No. | Work Task Description | Project Manager | Deputy Project Manager | Safety Analysis Lead | Planning and Demonstration Project Lead | Transportation Planner and Engagement Support | GIS Lead | Implementation and Funding Lead | Local Liaison | Communications / Graphics | Admin | Grad Engineer | Total Hours | Total Cost |
| **1.0** | **Project Management** | 58 | 79 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | **141** | **$28,670** |
| **2.0** | **Agency Involvement** | 46 | 88 | 16 | 38 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | **220** | **$43,672** |
| **3.0** | **Leadership Commitment** | 12 | 32 | 0 | 8 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | **84** | **$15,480** |
| **4.0** | **Public Engagement & Involvement** | 31 | 62 | 0 | 4 | 80 | 0 | 0 | 0 | 111 | 0 | 0 | **288** | **$48,649** |
| **5.0** | **Safety Analysis and Data Collection** | 20 | 60 | 128 | 20 | 44 | 110 | 0 | 0 | 0 | 0 | 0 | **382** | **$72,482** |
| **6.0** | **Implementation Plan** | 49 | 109 | 103 | 132 | 171 | 32 | 16 | 24 | 0 | 0 | 98 | **734** | **$138,374** |
| **7.0** | **Final Deliverables** | 38 | 80 | 12 | 20 | 80 | 16 | 32 | 0 | 0 | 0 | 0 | **278** | **$52,752** |
| **8.0** | **Additional Tasks (See detail below)** | 2 | 30 | 22 | 22 | 62 | 84 | 0 | 0 | 0 | 0 | 0 | **222** | **$39,888** |
| | *8.1: FHWA Quarterly and Project Closeout Reporting* | *0* | *18* | *0* | *4* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *22* | *$4,164* |
| | *8.2: Crash Data Dashboard* | *0* | *6* | *22* | *6* | *0* | *44* | *0* | *0* | *0* | *0* | *0* | *78* | *$14,678* |
| | *8.3: Safety Progress Tracking Tool* | *2* | *6* | *0* | *0* | *22* | *0* | *0* | *0* | *0* | *0* | *0* | *30* | *$5,022* |
| | *8.4: Storymap Online Plan Summary* | *0* | *0* | *0* | *12* | *40* | *40* | *0* | *0* | *0* | *0* | *0* | *92* | *$16,024* |
| | **Total Hours** | 256 | 540 | 281 | 244 | 501 | 242 | 48 | 24 | 111 | 4 | 98 | 2349 | |
| | **Average Hourly Rate** | $238 | $182 | $203 | $222 | $157 | $177 | $215 | $181 | $149 | $122 | $167 | | |
| | **Subtotal** | $60,928 | $98,280 | $57,043 | $54,168 | $78,657 | $42,834 | $10,320 | $4,344 | $16,539 | $488 | $16,366 | | |
| | **Not-to-Exceed** | | | | | | | | | | | | | **$439,967** |

# SUMMARY

The City of Cottage Grove Safety Action Plan will provide a data-driven, community-informed strategy to reduce and ultimately eliminate roadway fatalities and serious injuries. Led by Bolton & Menk, who have experience completing more than 20 SS4A plans and securing more than $50 million in funding, the project is structured to deliver both an actionable plan and a strong foundation for future grant competitiveness.

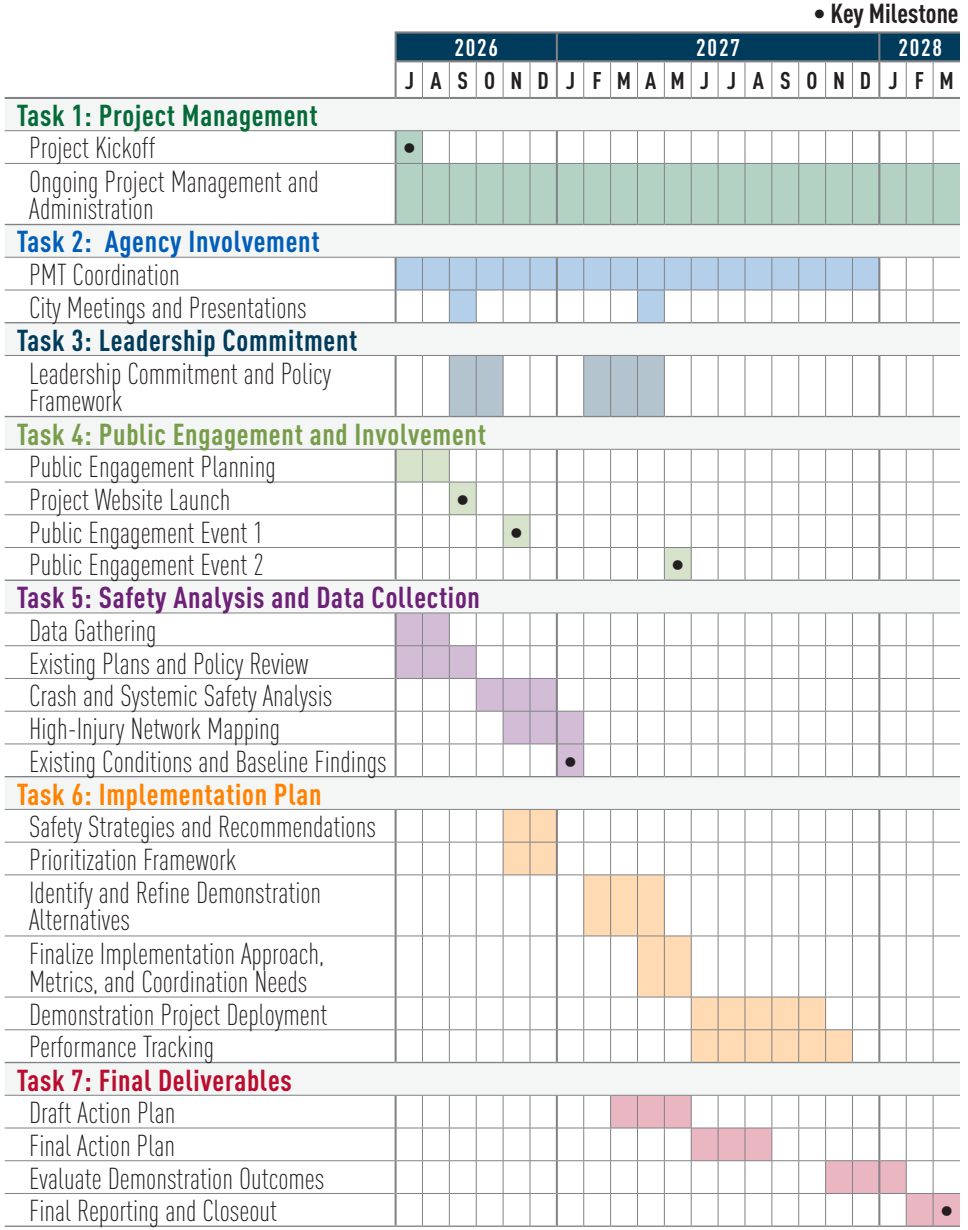
The approach focuses on four key elements: meaningful public and stakeholder engagement, detailed GIS-based crashes and safety analysis, development of targeted safety strategies and projects, and a clear prioritization framework. By combining technical analysis with community input, the plan will identify high-risk locations and develop solutions that are both effective and locally supported.

The work plan includes coordinated project management, agency collaboration, a formal leadership safety commitment, robust public engagement, and a comprehensive safety analysis. These efforts will inform an implementation plan that includes prioritized projects, cost estimates, and funding strategies, along with demonstration projects to test and refine improvements.

## Our approach to safer streets

| Data and GIS Analysis | HIN Development | Prioritized Strategies | Demonstration Projects | Measurable Outcomes |
|---|---|---|---|---|

Final deliverables will include a complete Safety Action Plan, an interactive crash data dashboard, and a progress tracking tool to support long-term implementation. The plan will provide a clear, prioritized, and funding-ready roadmap that incorporates innovative strategies, demonstration projects, and performance measures aligned with SS4A requirements to improve safety and guide future investments. Bolton & Menk is uniquely positioned to help Cottage Grove make measurable progress toward a safer transportation system for all users.



Cottage Grove
Where Pride and Prosperity Meet

# EXHIBIT C

Great Places Analysis and Design, LLC Proposal

GREAT PLACES
ANALYSIS & DESIGN

June 24, 2026

City of Cottage Grove
10875 Ideal Avenue S
Cottage Grove, MN 55016

**RE: Proposal for Planning and Engineering Services Cottage Grove Safe Streets and Roads for All**

Dear Mr. Sponholz, Ms. Tester, and Members of the Selection Committee,

The City aims to improve the safety of its transportation system, including its streets, sidewalks, trails, crossings, and other components of the transportation system. Much of the transportation system in Cottage Grove's boundaries is under the City's jurisdiction, but several key transportation corridors are under the jurisdiction of other agencies, such as Washington County and MnDOT. Additionally, Cottage Grove is a rapidly developing community, and the City seeks to ensure that new transportation infrastructure is built safely as it is built new.

**Great Places Analysis and Design, LLC** (Great Places) is pleased to submit this proposal for planning and engineering services for the City of Cottage Grove's Safe Streets and Roads for All Safety Action Plan, Supplemental Planning, and Demonstration Project Services. Great Places exists to enhance transportation safety for all modes of travel in all types of communities in every project that we do.

We are partnered with **Zan Associates** (Zan) to deliver the necessary high-quality planning and engagement services that this project requires. Zan has a stellar reputation for innovative and interactive public engagement that provides meaningful insight and communication with the community, and Zan has extensive experience in multimodal and vehicular transportation planning.

Here's how our team stands out for completing this work:

- **Extensive SS4A Experience:** Between our two firms, we have experience **leading and supporting dozens** of SS4A safety action plans and similar types of analysis in communities like Cottage Grove.
- **Community-Focused Process:** We do not bring a cookie-cutter, one-size-fits-all type of approach to this effort but rather tailor our efforts to the context of each community. If you want a team that will go beyond the minimum requirements and deliver a safety action plan, supplemental planning activities, and demonstration projects that are **actionable, move the needle** on transportation safety in Cottage Grove, and do not collect dust on a shelf, we are the team for you.
- **Keeping the Project on Track While Adding Value As We Go:** We have the staff availability and technical skills needed to deliver the project **on-time, on-budget**, and with **exceptional communication** between us. We are flexible in our work and can pivot easily as needed to meet the needs of the City as they change.

We are excited to get started working with you to enhance safety on Cottage Grove's transportation system. Please do not hesitate to reach out to Project Manager Dean Chamberlain at dean.chamberlain@greatplaces.design or 651-300-9290 with any questions about this proposal.

With gratitude,

Dean Chamberlain, PE, PTOE, RSP1*
Founder/Lead Engineer, Great Places Analysis & Design

Dan Edgerton, AICP
Vice President, Zan Associates

* Authorized to sign on behalf of Great Places

# Firm Information

## Great Places Analysis and Design

Great Places was founded by Dean Chamberlain, Founder and Lead Engineer, in 2025 with a mission to enhance safety and improve mobility for all transportation modes and all users and increasing the vitality and vibrancy of each community through making transportation improvements. We do this through providing high-quality analysis services that identify needs and solutions as well as creative yet feasible engineering design solutions to meet the needs of the community. We strive to translate technical language and concepts into language that non-technical members of the public and key stakeholders understand to increase momentum toward project implementation and decrease risks to project derailment due to misunderstandings of analysis and identified solutions. Great Places is based in Washington County, just “up the road” from Cottage Grove, and cares deeply about progress toward safer transportation in the east metro area.

### Great Places Firm Information:

**Full Legal Name:**
Great Places Analysis and Design, LLC

**Business Address:**
1201 Pioneer Trail, Bayport, MN 55003

**Mailing Address:**
PO Box 67, Bayport, MN 55003

**Contact Person:**
Dean Chamberlain,Founder/Lead Engineer
dean.chamberlain@greatplaces.design
651-300-9290

## Zan Associates

Zan is a Minneapolis-based planning, engagement, communications, and facilitation firm with more than 25 professionals serving public agencies throughout Minnesota and the Midwest. Since 2001, Zan has built a reputation for delivering authentic, creative, and equitable engagement on complex transportation and infrastructure projects. Zan is certified as a DBE; TGB; and CERT WBE, MBE, and ESBE.

Transportation safety planning is a core area of expertise for Zan. Most recently, Zan led the consultant team for the Duluth-Superior Metropolitan Interstate Council’s Comprehensive Safety Action Plan, developed through the USDOT Safe Streets and Roads for All (SS4A) program. Our team understands SS4A requirements, Safe System principles, and the importance of developing actionable, community-supported safety recommendations that position agencies for future implementation funding.

Zan specializes in translating technical safety data, crash analysis, and transportation concepts into clear, accessible information that helps residents, stakeholders, and decision-makers provide meaningful input. Through targeted outreach, trusted community partnerships, and creative engagement strategies, we help agencies reach underrepresented populations, gather actionable feedback, and build support for transportation safety investments.

### Zan Associates Firm Information:

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## Our Two Firms Working Together

Great Places and Zan staff have worked together on projects in the past, and our firms are aligned in our desire to produce great analysis, planning, engagement, and design work that meets the needs of the City of Cottage Grove. Between our firms, we have decades of experience in transportation planning and safety analysis, and our firms complement each other with the services we provide – Great Places providing safety analysis and design services and Zan providing engagement and transportation planning services.

## Project Understanding

The City of Cottage Grove is planning to undertake the development of a SS4A-compliant safety action plan to identify community safety concerns through technical data analysis and engagement with the community as well as an implementable plan to get to zero deaths and serious injuries on the City's transportation system in an achievable amount of time. The City has received funding through FHWA's SS4A program to develop this plan along with additional funding for supplemental planning and demonstration activities. We applaud the City for receiving these funds and taking a big next step toward a transportation system that is safe for all users.

Through our experience with other safety action planning processes, we have extensive knowledge of not only the requirements of the SS4A program but also lessons learned from past SS4A planning efforts that we will apply to this project. A few of these examples are provided in this section.

### Comprehensive Safety Analysis

Analysis of historical crash trends and proactive safety issues are the bedrock of the analysis of a safety action plan. MnDOT's CMAT2 crash data system provides an excellent data set for analysis of historical crashes within a community, and we will use MnDOT's crash data to identify crash locations, contributing factors, crash types, and other information. However, safety analysis needs to go beyond historical crash analysis and identify risk factors contributing to safety issues in the community.

Analysis of risk factors also needs to be based on comprehensive and accurate data; however, it has been our experience that many communities do not have a comprehensive set of transportation system feature data, such as lane widths, horizontal and vertical curvature data, skewed intersection locations, locations of sidewalks, locations of traffic control/signing/markings, and specific land uses adjacent to the roadway system. Due to the City's available funding amount and our team's efficient process, we believe that we will have the budget to assist the City in collecting some of this data to enhance the available data set.

### High Injury, High Risk, and High Priority Networks

Mapping of safety data helps to articulate the community's safety needs, risks, and priorities to key stakeholders and elected officials. Our team believes that the following mapping exercises are important to include in the overall plan.

### High Injury Networks

Developing High Injury Networks (HINs) for vehicle-only crashes and crashes involving Vulnerable Road Users (VRUs) are important to communicate where crashes have occurred in the past. HINs are developed by analyzing where crashes have occurred in the past 10 years of crash data and finding the top 20% or less of the roadway system where those crashes have occurred.

Our team believes that for a City-scale plan we do not need sliding-windows or other expensive, expansive, and time-consuming analysis to identify where high crash locations have occurred; instead, we use mapping of fatal and serious injury crash locations and find which roadway segments on which those crashes have occurred most. Our knowledge of Cottage Grove and Minnesota crash data allows us to be confident that we are locating the areas of highest injury crashes without need to rely on flashy data analysis tools.

### High Risk Networks

After HINs are developed, we will analyze those locations for trends related the HINs, particularly where injury crashes are overrepresented compared to non-injury crashes. In our past work, we have found that risk factors often include locations of substandard sight distance (intersection, horizontal, vertical, skews), larger amounts of vehicle travel lanes, higher amounts of vehicle traffic, areas with substandard lighting, and locations with high amounts of conflict points (vehicle-vehicle and vehicle-VRU). Of particular importance, we have seen that in each community where we have done this analysis crashes involving people walking or biking are substantially overrepresented in severe crash data. Additionally, demographic information can supplement physical data to identify locations where people are more apt to walk or bike and thus are more susceptible to crashes involving severe injuries.

These risk factors can be analyzed and mapped into High Risk Networks for vehicle-only crashes and vehicle-VRU crashes. This risk analysis can show where safety risks are present but crash data does not exist. This analysis helps to resolve locations where crashes happen but are not reported or where near misses occur.

Other firms have utilized “big data” resources, such as StreetLight and Replica, to supplement proactive risk analysis. We are able to use these tools if desired; however, we have found in past work that this data is often incomplete, inaccurate, duplicative of other risk factor analysis, and does not often tell you a lot of information that you do not already know. We believe that using funds to advance supplemental planning activities or demonstration projects is more useful than utilizing “big data” resources.

### High Priority Locations/Networks

Prioritization of locations for additional planning activities, demonstration projects, and/or capital investments are one of the most important outcomes of a safety action plan. Our past experience developing safety action plans has shown us that a prioritization of a combination of historical safety analysis, proactive risk factor analysis, community demographics, preexisting planning efforts, and public input (weighted to meet the desires and needs of the community) is the right combination to identify high-priority locations for investment within the community.

## Meaningful Public Engagement

The success of a Safety Action Plan depends on more than technical analysis. While crash data helps identify where safety issues exist, meaningful engagement helps explain how they affect people’s daily lives and what solutions the community will support. The most effective safety plans combine technical analysis with local knowledge to create recommendations that are both data-driven and implementable.

We also recognize that the people most affected by transportation safety issues are not always the same people who participate in traditional public meetings. Creating opportunities for residents of all ages and abilities to share their experiences will be critical to developing a Safety Action Plan that reflects the needs of the entire community.

Finally, we view engagement as an implementation tool, not simply an information-gathering exercise. By combining technical safety analysis with meaningful public involvement, Cottage Grove can develop a plan that not only identifies safety priorities but also builds support for future implementation.

## Moving the Needle on Safety in Cottage Grove

Making actual progress toward zero deaths and serious injuries will require buy-in from local decision makers, support from county and state partners, and reevaluation of the “way of doing business” within the City. We realize that change takes time and a “one step at a time” approach to increasing safety in the community. The coordination and conversations that will take place as the plan is developed will provide the momentum needed to jumpstart safety improvements in the community, but City staff and decision makers will need to be empowered to continue that change after this planning effort is complete.

We also believe that a strong focus on supplemental planning and demonstration activities will be critical to maintaining the next steps toward momentum and bringing the recommendations of the plan into real life. Although the RFP does not suggest specific uses for the supplemental planning funds, we would suggest one or more of the following activities:

- **Revisions to Street Construction Standards and Development of a Street Design Guide** to ensure that streets are built right the first time, reconstruction of streets incorporates safety enhancements, and inclusion of safety enhancement in street maintenance projects.
- **Training of City Staff** on transportation safety best practices to ensure City staff is equipped and supported to execute safety improvements.
- **Road Safety Audits and Other Transportation Planning Efforts** to more comprehensively identify contributing factors to safety issues and potential short-term and long-term solutions to solve them.
- **Workshop of Transportation Safety Improvements** to provide the City with hands-on support including concept designs and cost estimates at high priority locations that will assist the City with obtaining outside funding and reduce the effect of limited City staff time to advance projects into detailed design.

Our goal is to deliver the safety action plan as efficiently as possible while still meeting the needs of the City to maximize funding for supplemental planning and demonstration activities.

### Providing an Outside View on the City's Ways of Doing Business

We admit that our team does not have dozens of planning or design projects under our belt for the City of Cottage Grove like other traditional engineering firms may have. However, we see this project as a prime opportunity for the City to bring in an outside view from a team that has a lot of applicable experience producing safety action plans to get a true, unbiased opinion of the status of transportation safety in the City.

Other firms with extensive history with the City or its staff may defend past practices instead of impartially analyzing the facts and suggesting improvements that are outside the City's past typical processes and standards. We believe that hiring the same firms that contributed to the transportation issues being experienced on Cottage Grove's transportation system will likely lead to some of the same issues being perpetuated into the future. Our team will instead provide creative solutions that may or may not have been applied in Cottage Grove before but are solutions that we have seen work in other communities and that will move the City one step closer to its goal of zero fatal and serious injury crashes.

### Delivering a Plan in a Condensed Time Period

We have proposed an eight-month schedule for development of the safety action plan, which is a reasonable timeline assuming decisions on the plan's direction are relatively quickly made. We will be in regular, focused communication with the Project Management Team related to any critical path decisions that need to be made to ensure the plan's development is progressing.

## Key Project Personnel

This project will require a variety of personnel and professional backgrounds to ensure a successful, high-quality project. Key personnel for this project are featured in this section, and additional support staff beyond the key personnel identified in this section are available and will be utilized as needed to deliver the project.

We believe that this project does not require a large, extensive, national team to deliver a high-quality project but rather a **focused, local, knowledgeable** team that is invested in the success and vitality of Cottage Grove. Our entire team is local to the Twin Cities metro area and is available to cost-effectively travel to Cottage Grove for meetings and field visits as needed.

**Dean Chamberlain, PE, PTOE, RSP1** will serve as the consultant Project Manager for this project. Dean is the Founder and Lead Engineer of Great Places and has over 15 years of experience in transportation planning, analysis, and design that are directly applicable to this project. He has managed and supported several SS4A-compliant safety action planning efforts throughout the Midwest. Dean will also lead the safety analysis for this project as he has done for several similar City-level safety action planning efforts around Minnesota. Dean's experience as a City Engineer for another suburban Twin Cities metro community also provides him insight into City decision-making processes, how to work through concerns coming from the community, and how to help the City take the next step forward in its safety journey.

**Why Dean is best for this role:** Dean has managed and provided technical analysis for several similar safety action plans in the Midwest. As an engineer leading a planning project, Dean provides the technical analysis that a planner may not be able to provide and is fluent in design standards and processes that are necessary to provide actionable, implementable projects as a result of this effort. Dean is also currently **70% available** and has the workload capacity to effectively lead this project.

**Latasha Jennings-Dedina** will serve as the Deputy Project Manager and Engagement Lead for this project. Latasha is a Senior Engagement Manager at Zan with nearly a decade of experience leading community engagement and project management efforts for complex public infrastructure projects. Most recently, she served as Project Manager for the Duluth-Superior Metropolitan Interstate Council's SS4A Safety Action Plan, leading a multidisciplinary consultant team through the development of an SS4A-compliant plan. Through this work, she developed extensive knowledge of SS4A requirements, Safe System principles, and transportation safety planning. Latasha is known for building consensus among diverse stakeholders and ensuring community voices meaningfully inform project outcomes.

**Why Latasha is best for this role:** Latasha has a gift for bringing people together around difficult topics and turning diverse perspectives into actionable outcomes. She excels at creating space for honest conversations while keeping projects moving forward. Latasha is currently **50% available** and has the capacity to provide consistent leadership throughout the project.

**Dan Edgerton, AICP** will serve as an Advisor and provide transportation planning support for the project team. Dan is a Vice President at Zan with nearly two decades of experience in multimodal transportation planning, public engagement, and project delivery. He is a recognized transportation planning leader and has led and advised statewide initiatives, including MnDOT's Complete Streets and Corridor Planning Guidebooks. Dan will provide strategic guidance on transportation planning, stakeholder engagement, and implementation planning, helping ensure recommendations are practical, implementable, and supported by the community.

**Why Dan is best for this role:** Dan is one of the few engagement professionals who is also a practicing transportation planner. He helps bridge the gap between technical analysis, community priorities, and agency decision-making to ensure recommendations are both practical and implementable. Dan is currently **30% available** and will provide strategic guidance throughout the project.

## Similar Project Experience

The following projects showcase some of our team's excellent work developing similar plans and projects to Cottage Grove's Safe Streets for All Safety Action Plan and related activities. Please contact us if you desire other example projects or client references as we are happy to provide additional examples if desired.

## Comprehensive Roadway Safety Action Plan | City of Red Wing, MN

***Completed in December 2024 for a project budget of $250,000***

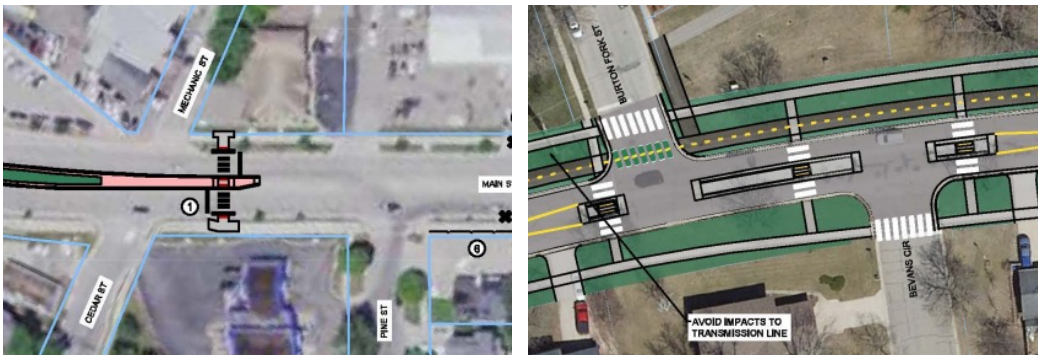
The City of Red Wing developed a Comprehensive Safety Action Plan (CSAP) following the requirements and guidelines of the FHWA SS4A program. The adopted plan included all of the required sections for compliance with the FHWA's SS4A program, including leadership commitment and goal setting, safety and demographic data analysis, public engagement, identification of necessary changes, strategy and prioritization, and a final plan document adopted by the City.

The data analysis for this plan showed that although vulnerable road users were involved in only 1.8% of the crashes over a 10-year period, they were seven times more likely to suffer a serious injury or fatality than crashes only involving motor vehicles. The analysis also identified that single vehicle run-off-road, right angle, and left turning crashes were more likely to produce serious injuries than other types of crashes.

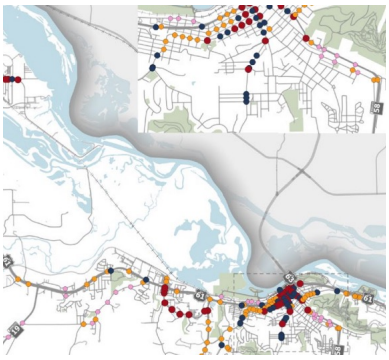
The project team also realized through the project that the available geometric and other data from the City did not provide enough detail to accurately identify problem factors and proactively identify other problem locations. The project team, in consultation with the City, decided to collect additional data points, such as skewed intersection locations, locations of significant vertical curvature, lighting, incomplete sidewalk and crosswalk networks, and proximity to areas of increased bicycle and pedestrian activity, to eliminate "blind spots" in the analysis. These factors were included in the prioritization scoring and mapping weighted according to their relative correlation with the safety analysis.

The final plan document also included concept design layouts to an approximately 15% design level to help visualize potential safety improvements. These layouts ranged from smaller spot improvements along US 61 to full reconstruction activities along W 4th Street.

The plan is available online at https://www.redwingmn.gov/1162/Road-Safety-Action-Plan.




*Retrofit and Full Reconstruction Concept Design Examples Created Through Action Plan Development Process*



*Map of Priority Project Locations Identified Through Safety and Risk Analysis*

**How this project is similar to Cottage Grove's SS4A Project:** The project is located in a nearby community, included nearly identical project tasks, and Dean Chamberlain also served as the project manager and lead safety analyst.

### Project Contacts:

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651-385-3618

**Jay Owens, PE**
Deputy State Aid Engineer
Minnesota Department of Transportation
jay.owens@state.mn.us
612-749-7181
(Former Red Wing City Engineer)

### Key Personnel:

**Dean Chamberlain**
Project Manager/ Analysis Lead

## Safe Streets for All Safety Action Plan | City of Bloomington, IN

***Completed in June 2025 for a budget of $230,000***

The City of Bloomington, IN developed a SS4A Safety Action Plan to address high levels of fatal and serious injury crashes within the city limits. The city's leadership deemed these levels of injuries unacceptable and have committed to a goal of eliminating fatal and serious injury crashes by 2039 (a 15-year time period). The plan followed the framework of the FHWA SS4A program even though the city funded development of the plan through local funding. The study, upon direction of the City staff, strongly prioritized action items related to vulnerable road users given the presence of significant amounts of walking and biking by Indiana University students and relatively large populations within the city with limited access to personal vehicles. Prioritization for improvements was more heavily weighted toward areas with a history of vulnerable road user crashes due to higher prevalence of injuries and to account for underreporting of such crashes in the available crash data. The project team also worked through several issues related to inaccurate or incomplete crash data throughout the project, but the plan was still able to be completed under budget which allowed the team to provide extra concept design work.

Some highlights of this planning effort include extensive public and stakeholder engagement throughout the development of the plan – and winning a TRB award for Communicating Concepts to the Public in the process – and development of an extensive yet feasible list of action items for next steps to further study and address safety issues. Concept designs and cost estimates were also developed to support a SS4A implementation grant application submitted in June 2025, which successfully obtained funding to advance safety analysis and design work throughout the community. The adopted plan is located at https://bloomington.in.gov/onboard/reports/434/download.

*Community Advisory Committee members visiting a crosswalk improvement implementation site during a walking tour*

### Project Contact:

**Ryan Robling**
Planning Services Manager
City of Bloomington, IN
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812-349-3423

### Key Personnel:

**Dean Chamberlain**
Project Manager

**How this project is similar to Cottage Grove's SS4A Project:**
Dean Chamberlain also served as the project manager for this project. He adeptly handled resolution of project data supply issues, adapted the project scope to fit the community's needs, revised safety analysis results to best fit the community, and developed a list of action items that will comprehensively address safety issues throughout the community.

## Safety Action Plan | Duluth-Superior Metropolitan Interstate Council

***Substantially completed in June 2026 for a project budget of approximately $312,500***

The Metropolitan Interstate Council (MIC), the MPO for the Duluth-Superior region, developed a Comprehensive Safety Action Plan to reduce and ultimately eliminate fatal and serious injury crashes throughout the bi-state planning area. The plan was developed in accordance with the USDOT SS4A program and positions local jurisdictions to pursue future implementation funding.

Zan served as the prime consultant, leading plan development, stakeholder engagement, agency coordination, public outreach, and plan adoption activities. A key challenge of the project was building consensus among multiple jurisdictions, transportation agencies, and stakeholders with varying priorities while developing a shared regional vision for transportation safety.

The project included an equity analysis, targeted engagement with vulnerable and historically underrepresented populations, stakeholder facilitation, online engagement, and communications designed to translate complex transportation safety data into accessible and actionable information.

**Outcomes:** The final plan established a regional framework for prioritizing safety investments across 16 jurisdictions in Minnesota and Wisconsin and identified priority corridors, networks, and systemic safety improvements for future implementation. The engagement process included seven focus groups, three community pop-up events, 10 one-on-one stakeholder meetings, four advisory committee meetings, and more than 560 online contributions. The plan also established implementation priorities, policy recommendations, and performance measures to support future funding applications and track progress toward the region's Vision Zero goal.

### Project Contact:

**Rondi Watson**
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### Key Personnel:

**Latasha Jennings-Dedina**
Project Manager

**Dan Edgerton**
Strategic Advisor

**Shep Rogers**
Engagement and Communications Support

**How this project is similar to Cottage Grove's SS4A Project:** This project required development of an SS4A-compliant Safety Action Plan, extensive stakeholder and public engagement, coordination across multiple agencies and jurisdictions, an equity-focused approach to transportation safety, and the translation of technical safety analysis into implementable recommendations.

## Project Approach and Tasks

The following describes our approach to the scope of work necessary to complete this project as described in the RFP, our experience working on similar projects, and our knowledge of the project location. We welcome a conversation with City staff if any approach or deliverables need to be adjusted prior to contracting to better meet the needs of the project.

### Task 1: Project Management

Proper management of the project is critical to the overall success of the project and completion of the project on time, on budget, and meeting the needs of the community. **Dean Chamberlain, PE, PTOE, RSP1** will serve as the consultant Project Manager for this project. Dean will ensure that the project is moving according to schedule, tasks are being completed on time, and necessary coordination with the City and other stakeholders is occurring in a timely manner.

In order to efficiently deliver this project to a high quality, the consultant team will meet internally weekly to discuss project task progress and hold each other accountable for meeting deadlines. We will also adhere to a project management and quality control plan to ensure that all deliverables are produced to a high standard and communication is occurring as needed.

#### Task 1 Deliverables:

- Monthly invoicing and progress reporting
- Maintaining project schedules as needed
- Project management and quality control plan

### Task 2: Agency Involvement

Regular communication between the consultant team and City staff will be important to ensure that the plan is completed on time and to the level that the City expects. We will hold hour-long monthly or half hour-long biweekly PMT meetings to facilitate communication with City staff and provide opportunities for real-time review and direction on project tasks.

Meetings between the consultant team and key stakeholders will also be necessary to ensure project progress and needed momentum. The consultant team will meet twice each with City Council and the Public Services Commission as well as twice each with Washington County and MnDOT Metro District to inform them of project activities and analysis results that pertain to their transportation facilities.

#### Task 2 Deliverables:

- Monthly (1-hour) or biweekly (half hour) PMT meetings
- City Council meetings (2) and Public Services Commission meetings (2)
  - » First meeting: Introduce project, initial safety analysis findings, and zero deaths/serious injuries resolution
  - » Second meeting: Final plan review and adoption
- Washington County meetings (2) and MnDOT Metro District meetings (2)
  - » First meeting: Introduce project, initial safety analysis findings related to their transportation facilities
  - » Second meeting: Risk factors and project prioritization results

### Task 3: Leadership Commitment

City decision makers will need to be on board with the vision of eliminating fatal and serious injury crashes and will need to be informed as to what efforts and changes will need to be made to arrive at that vision. In conjunction with the City Council and Public Services Commission meetings in Task 2, we will develop the necessary Safe Streets policy and zero fatal/serious injury resolutions that will be needed to set the standard for future momentum toward the vision of zero fatal and serious injuries on the City's transportation system. Development of the Safe Streets policy will be informed by the review of existing policies in Task 5 and the suggested updates to existing policies in Task 6.

#### Task 3 Deliverables:

- Safe Streets policy – adopted with final plan adoption
- Zero fatal/serious injury resolution – adopted with first City Council meeting presentation

### Task 4: Public Engagement

Zan will lead public engagement and communications for the Safety Action Plan, using a mix of in-person, online, and targeted outreach activities to reach residents, landowners, stakeholders, agency partners, and community members most affected by transportation safety issues. Our approach is guided by six principles: involve everyone, listen actively, go to people, use a variety of tactics, work with local knowledge, and communicate clearly.

## Audience Mapping

Zan will begin by facilitating an audience mapping workshop with the project team and key partners to identify priority audiences, clarify engagement goals, and determine the most effective ways to reach community members, Washington County, MnDOT, landowners, and local stakeholders. These findings will shape a **Communications and Engagement Plan** that defines audiences, key messages, tactics, responsibilities, and timing. At key milestones, Zan will revisit participation goals to identify gaps and adjust outreach before major decisions are made.

## Public Meetings

Zan will host an in-person public meeting designed to generate useful input, not just attendance. The meeting will gather public perspectives on existing safety concerns, key locations, and community priorities. The second meeting will present preferred alternatives for potential demonstration activities and gather feedback on what the public values most. The meeting will use accessible materials, clear visuals, and interactive activities to help participants understand tradeoffs and provide actionable feedback.

## Pop-up Events

To broaden participation beyond formal meetings, Zan will conduct pop-up engagement at community events or high-traffic locations. Potential locations may include Family Playtime at the Grove, the Cottage Grove Food Truck Festival, or Blazing Needles at the Cottage Grove Service Center. These lower-barrier activities will help reach people whose everyday travel experiences are essential to understanding safety needs but who may not attend a traditional public meeting.

## Online Engagement

Zan will host a public-facing virtual engagement platform using Social Pinpoint to keep the conversation open between in-person engagement activities. Early in the process, the site will feature comment mapping, surveys, and story-gathering tools to collect input about transportation safety concerns and travel experiences. Later in the process, the site will be used to share draft recommendations and gather feedback on the proposed Safety Action Plan. The website will also serve as a central information hub for project updates, handouts, presentations, exhibits, design concepts, and engagement materials.

## Graphic Design and Promotional Materials

Zan's in-house Creative Team will develop clear, accessible communications materials that translate technical safety concepts into information residents can understand and respond to. Anticipated materials may include project handouts, meeting displays, maps, social media graphics, email updates, public meeting mailings, partner toolkits, and materials illustrating potential demonstration projects or safety countermeasures.

## Advisory Committee (Optional Task)

As an optional task, Zan recommends convening an advisory committee of 12–15 members representing City staff, Washington County, MnDOT, residents, landowners, and other key stakeholders. The committee would provide a consistent forum to test engagement strategies, review emerging findings, strengthen plan deliverables, and build ownership among the people and agencies who will help advance implementation. Pending City approval, stipends may be provided for community members who are not participating as part of their employment.

## Engagement Outcomes

Zan will document key takeaways from each engagement activity and prepare a final engagement summary showing how community and stakeholder input informed the Safety Action Plan. Zan will also prepare a high-level highlights handout that can be shared with stakeholders, decision-makers, and the broader community.

## Task 4 Deliverables:

- Communications and Engagement Plan
- Audience mapping workshop
- In-person public meeting
- Pop-up engagement activities (x4)
- Public-facing project website using Social Pinpoint
- Online comment mapping and surveys (at least one round)
- Public meeting notices and mailings
- Project handouts, displays, maps, graphics, and other engagement materials
- Optional advisory committee meetings
- Engagement summary
- Public-facing engagement highlights handout

## Task 5: Safety Analysis and Data Collection

The work in this task represents the backbone of the safety action planning process and will likely take the majority of the effort in the safety action planning process. We will analyze existing plans, programs, policies, and standards to determine if they are contributing to or detracting from transportation safety. We will perform a descriptive safety analysis to explain trends in the crash data, such as crash types, environmental conditions, roadway jurisdictions, and contributing factors. We will develop High Injury Networks based on historical crash information. We will analyze community demographics using US Census data to determine locations of communities of concern within the larger city limits. Finally, we will identify risk factors through our analysis of historical crash information to determine crash risk locations that may not show up in historical crash information and map them onto High Risk Networks.

We will get right to work on the analysis in this section following contract approval to allow for sufficient time to complete all of this necessary work.

### Task 5 Deliverables:

- Memoranda documenting (1) review of existing plans, programs, policies, and standards, (2) descriptive safety analysis, (3) historical crash analysis and HINs (vehicle-only and VRU), (4) community demographics and mapping, and (5) risk factors, built environment features, and High Risk Networks (vehicle-only and VRU)

## Task 6: Implementation Plan

This task is focused on translating the data collected and analyzed in Task 5 into meaningful action to create change within the community. This involves documenting identifying short-, medium-, and long-term action items related to funding, staffing, community engagement, policies, processes, standards, safety studies, and infrastructure improvements that are prioritized to deliver benefits quickly to reduce safety issues on Cottage Grove's transportation system.

Prioritization of infrastructure-related improvements will include some combination of historical crash information, proactive risk assessment, and community demographics identified in the analysis of Task 5 along with an assessment of the resources and funding needed to bring these projects to implementation. Prioritization of non-infrastructure items will likely involve assessment of timeline, staffing, and resources needed to implement the proposed changes.

We anticipate that the supplemental planning budget in Task 8 will allow for advancement of some additional analysis, concept design tasks, and/or non-infrastructure items identified as high priority locations in this task. We will also identify one or more candidate demonstration projects through the prioritization process in this task to be delivered in Task 9.

### Task 6 Deliverables:

- Memorandum documenting proposed changes to existing programs, policies, and standards and development of new programs, policies, and standards to address safety issues
- List of action items (structure, planning, engineering, other) to address safety issues along with responsible party
- List of prioritized corridors, intersections, off-street multimodal facilities, and/or crossing locations
- Recommendation of demonstration project(s) to be implemented in Task 9

## Task 7: Final Deliverables

The final plan will document all the engagement, analysis, prioritization, supplemental planning, and demonstration activities in a single document for reference in future community discussions, activities, and projects. We will create the plan to be rich in graphics and easy for non-technical audiences to read. We will also develop metrics for measuring progress and a template for City staff for future annual reporting on transportation safety progress into the future. Additionally, we will develop educational materials to help the public to understand the "why" behind proven safety countermeasures, especially those that have not yet been implemented in their community.

### Task 7 Deliverables:

- Development of measuring progress, evaluation metrics, and reporting outcomes (annual and other)
- Development of educational materials related to safety countermeasures
- Draft and Final Safety Action Plan, including graphics and maps
- Final SS4A program reporting activities

## Task 8: Supplemental Planning Activities

The City received supplemental planning grant funding through its SS4A grant award, but we anticipate that the City will want to wait for the prioritization process in Task 6 to be completed before deciding what supplemental planning activities to include with this contract. As described in the Project Understanding section, we have many ideas of what the City could do with this supplemental planning budget, and we look forward to determining those activities in coordination with City staff.

We understand, however, that part of this budget will be dedicated to the design and evaluation of the demonstration project(s) to be installed in Task 9. The demonstration project budget identified in the RFP and grant application materials allows for a project that involves only signing, pavement markings, removable objects (such as flexible post delineators), and similar types of materials that can be easily removed and the previous condition restored. No concrete, bituminous, or other "permanent" hardscaping materials are assumed to be included in the project. We assume that no state or federal permitting will be required apart from a NEPA Categorical Exclusion.

The project plans will consist of only a title sheet, project quantities, removal plans related to demonstration project activities, construction plans related to demonstration project activities, and restoration plans to revert the street to pre-demonstration project status (if desired by City). The project will be designed on an aerial image unless the City supplies topographic survey to the consultant. It is assumed that no bidding process will be required (City crews will install or direct solicitation of installation vendors will be utilized). Procurement of materials is covered in Task 9.

### Task 8 Deliverables:

- To be determined based on available funding and direction by City staff
- Demonstration project plan set development in AutoCAD Civil 3D and PDF format.
- Memorandum evaluating project outcomes and feedback

## Task 9: Demonstration Project Installation

The demonstration project identified as part of the action plan development process will be implemented in this task. The purpose of the demonstration project is to test a concept for implementation that has not been tried to date in the City and gather metrics and feedback from City staff and the public on the concept's effectiveness at increasing safety through slowing vehicle traffic, increasing sight distance and visibility of conflicting traffic, and/or changing traffic control, signing, or markings.

Great Places and/or Zan staff will not physically install, modify, or remove any demonstration project materials but rather will answer questions from and provide requested information to the individuals responsible for the installation, modification, or removal of the materials.

### Task 9 Deliverables:

- Installed demonstration project

## Project Schedule

The following shows our understanding of the proposed project schedule by task, subtask, key deliverables, and review periods to deliver the project. We have adjusted the action plan public availability date to **March 31, 2027** to more feasibly deliver the project without rushing any analysis or engagement tasks. The SS4A final report date of **March 31, 2028** is maintained per the grant requirements.

**Cottage Grove SS4A Proposed Schedule**

| Task # | Description | Month: 2026 Aug | Sep | Oct | Nov | Dec | 2027 Jan | Feb | Mar | Apr | May | Summer 2027 | Fall 2027 | Winter 2027/2028 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Management and Coordination** | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| **2** | **Agency Involvement** | | | | | | | | | | | | | |
| | PMT Meetings | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| | Public Services Commission | | ■ | | | | ■ | | | | | | | |
| | City Council | | | ■ | | | | | | ■ | | | | |
| | Agency Partner Engagement (County, MnDOT) | | ■ | | ■ | | | | | | | | | |
| **3** | **Leadership Commitment** | | | | | | | | | | | | | |
| | Safe Streets Policy | | | | | | | | ■ | | | | | |
| | Zero Fatal/Serious Injury Resolution | | ■ | | | | | | | | | | | |
| **4** | **Public Engagement and Involvement** | | | | | | | | | | | | | |
| | Online Engagement | ■ | ■ | | | | | ■ | ■ | ■ | | | | |
| | In-Person Engagement | | ■ | ■ | | | | | | ■ | | | | |
| **5** | **Safety Analysis and Data Collection** | | | | | | | | | | | | | |
| | Review of Existing Plans, Programs, Policies, Standards | ■ | ■ | | | | | | | | | | | |
| | Historical Crash Analysis | ■ | ■ | | | | | | | | | | | |
| | Analysis of Built Environment Features and Infrastructure Conditions | | ■ | | | | | | | | | | | |
| | Community Demographics | ■ | ■ | | | | | | | | | | | |
| | High Injury Networks | | ■ | | | | | | | | | | | |
| | Identification of Risk Factors | | | ■ | | | | | | | | | | |
| | High Risk Network | | | ■ | | | | | | | | | | |
| **6** | **Implementation Plan** | | | | | | | | | | | | | |
| | Updates to Existing Policies/Guidelines/Standards | | | ■ | | | | | | | | | | |
| | Actionable Projects and Strategies | | | | ■ | ■ | | | | | | | | |
| | Prioritization Criteria | | | | ■ | | | | | | | | | |
| | Implementation Timeline | | | | ■ | ■ | | | | | | | | |
| | Demonstration Project Identification | | | | | ■ | | | | | | | | |
| **7** | **Final Deliverables** | | | | | | | | | | | | | |
| | Draft Action Plan | | | | | | | | | | | | | |
| | *First Draft (Word)* | | | | | ■ | ■ | | | | | | | |
| | *Second Draft (Layout)* | | | | | | ■ | | | | | | | |
| | *Third Draft (PMT Review)* | | | | | | ■ | ■ | | | | | | |
| | *Final (Public) Draft* | | | | | | | ■ | ■ | | | | | |
| | *Completion of Final Public Draft Plan* | | | | | | | | ■ | | | | | |
| | Final SS4A Plan Adoption and Reporting | | | | | | | | | | | | | ■ |
| **8** | **Supplemental Planning Activities** | | | | | | | | | | | | | |
| | Supplemental Planning Activities (to be determined) | | | | | | | | | ■ | ■ | ■ | ■ | ■ |
| | Demonstration Project Design | | | | | | | | | ■ | ■ | ■ | | |
| | Demonstration Project Evaluation | | | | | | | | | | | | | ■ |
| **9** | **Demonstration Project** | | | | | | | | | | | | | |
| | Demonstration Project Installed | | | | | | | | | | | ■ | ■ | |
| **10** | **Additional Tasks** | | | | | | | | | | | | | |
| | Advisory Committee | | ■ | | ■ | | | ■ | | | ■ | | | ■ |

## Project Fee

The proposed fee to complete this project according to the scope listed in this document and with the assumptions listed in this section is **$439,878.45** billed monthly on a cost-not-to-exceed basis using fully-loaded hourly rates plus applicable direct expenses (such as mileage and/or transportation rentals, allowable meals, lodging, reproduction and presentation costs, and other applicable expenses) and is summarized in the following table.

## Summary

By choosing Great Places and Zan for this important project, the City of Cottage Grove is choosing the team with:

- The deep technical analysis, interactive public engagement, and creative yet feasible supplemental planning and design tasks that this project needs.
- The delivery of a plan and supplemental activities that do not just collect dust on a shelf.
- Efficient plan delivery to maximize additional value in the supplemental planning and demonstration activities tasks.
- An outsider's perspective to ensure that plan recommendations hit the mark on improving safety rather than perpetuating outdated engineering practices.

We look forward to working with you to meaningfully enhance transportation safety in Cottage Grove. Please contact Project Manager Dean Chamberlain at dean.chamberlain@greatplaces.design or at 651-300-9290 with any questions related to this proposal.

## Addenda Acknowledgement

We acknowledge receipt of addenda 1 and 2.

**Cottage Grove SS4A Fee Estimate**

| Task # | Description | Lead Firm | Support or Review Firm(s) | Direct Labor - Entire Project: Great Places: Project Manager/ Safety Lead $ 180.00 | Great Places: Analysis and Design Support $ 125.00 | Zan Associates: Vice President $ 239.20 | Zan Associates: Sr. Associate 2 $ 190.35 | Zan Associates: Associate 2 $ 121.90 | Zan Associates: Associate 1 $ 102.30 | Zan Associates: Creative 2 $ 121.90 | Zan Associates: Admin $ 82.95 | Subtotal Hours | Subtotal Labor | TOTAL Direct Expenses | GRAND TOTAL Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Management** | | | | | | | | | | | | | | |
| 1.1 | Project Administration | GP | | 20 | | | 20 | | | | | 40 | $ 7,407.00 | $ - | $ 7,407.00 |
| 1.2 | Internal Coordination | GP | Zan | 40 | | | 30 | 30 | | | | 100 | $ 16,567.50 | $ - | $ 16,567.50 |
| 1.3 | Monthly Invoicing and Progress Reports | GP | Zan | 20 | | 10 | 20 | | | | 10 | 60 | $ 10,628.50 | $ - | $ 10,628.50 |
| 1.4 | Project Schedule | GP | | 10 | | | | | | | | 10 | $ 1,800.00 | $ - | $ 1,800.00 |
| | Subtotal Hours | | | 90 | | 10 | 70 | 30 | | | 10 | 210 | | | |
| | Subtotal Cost | | | $ 16,200.00 | $ - | $ 2,392.00 | $ 13,324.50 | $ 3,657.00 | $ - | $ - | $ 829.50 | | $ 36,403.00 | $ - | **$ 36,403.00** |
| **2** | **Agency Involvement** | | | | | | | | | | | | | | |
| 2.1 | PMT Meetings | GP | Zan | 30 | | 6 | 30 | | | | | 66 | $ 12,545.70 | $ - | $ 12,545.70 |
| 2.2 | City Meetings | GP | | 12 | | | | | | | | 12 | $ 2,160.00 | $ 116.00 | $ 2,276.00 |
| 2.3 | Agency/Direct Stakeholder Engagement | | | | | | | | | | | | | | |
| | *Washington County* | GP | | *6* | | | *4* | | | | | *10* | *$ 1,841.40* | *$ -* | *$ 1,841.40* |
| | *MnDOT Metro District* | GP | | *6* | | | *4* | | | | | *10* | *$ 1,841.40* | *$ -* | *$ 1,841.40* |
| | Subtotal Hours | | | 54 | | 6 | 38 | | | | | 98 | | | |
| | Subtotal Cost | | | $ 9,720.00 | $ - | $ 1,435.20 | $ 7,233.30 | $ - | $ - | $ - | $ - | | $ 18,388.50 | $ 116.00 | **$ 18,504.50** |
| **3** | **Leadership Commitment** | | | | | | | | | | | | | | |
| 3.1 | Safe Streets Policy | Zan | GP | 4 | | 1 | 6 | 8 | | | | 19 | $ 3,076.50 | $ - | $ 3,076.50 |
| 3.2 | Resolutions | Zan | GP | 2 | | 1 | 6 | 8 | | | | 17 | $ 2,716.50 | $ - | $ 2,716.50 |
| | Subtotal Hours | | | 6 | | 2 | 12 | 16 | | | | 36 | | | |
| | Subtotal Cost | | | $ 1,080.00 | $ - | $ 478.40 | $ 2,284.20 | $ 1,950.40 | $ - | $ - | $ - | | $ 5,793.00 | $ - | **$ 5,793.00** |
| **4** | **Public Engagement and Involvement** | | | | | | | | | | | | | | |
| 4.1 | Audience Mapping and Engagement Plan | Zan | GP | 1 | | 4 | 8 | 24 | | 6 | | 43 | $ 6,316.60 | $ - | $ 6,316.60 |
| 4.2 | Online Engagement | | | | | | | | | | | | | | |
| | *Website* | Zan | GP | *2* | | 1 | 10 | 20 | | | | *33* | *$ 4,940.70* | *$ 500.00* | *$ 5,440.70* |
| | *Social Pinpoint* | Zan | GP | *2* | | 2 | 12 | 32 | | 16 | | *64* | *$ 8,973.80* | *$ -* | *$ 8,973.80* |
| 4.3 | In Person Engagement | | | | | | | | | | | | | | |
| | *Pop-up Engagement Activities* | Zan | GP | *8* | | 1 | 4 | 24 | 16 | 16 | | 69 | *$ 8,953.40* | *$ 1,458.50* | *$ 10,411.90* |
| | *In-person Public Meetings* | Zan | GP | *16* | | 4 | 16 | 32 | 8 | 12 | | *88* | *$ 13,064.40* | *$ 1,299.00* | *$ 14,363.40* |
| | *Mailings* | Zan | GP | *2* | | 1 | 4 | 8 | | 8 | | *23* | *$ 3,311.00* | *$ 500.00* | *$ 3,811.00* |
| 4.4 | Graphics and Educational Materials | *Zan* | GP | 16 | | 1 | 4 | 8 | | 12 | | 41 | $ 6,318.60 | $ 750.00 | $ 7,068.60 |
| 4.5 | Summary Memo | Zan | GP | 1 | | 1 | 4 | 12 | | 2 | | 20 | $ 2,887.20 | $ - | $ 2,887.20 |
| | Subtotal Hours | | | 48 | | 15 | 62 | 160 | 24 | 72 | | 381 | | | |
| | Subtotal Cost | | | $ 8,640.00 | $ - | $ 3,588.00 | $ 11,801.70 | $ 19,504.00 | $ 2,455.20 | $ 8,776.80 | $ - | | $ 54,765.70 | $ 4,507.50 | **$ 59,273.20** |
| **5** | **Safety Analysis and Data Collection** | | | | | | | | | | | | | | |
| 5.1 | Review of Existing Plans, Programs, Policies, Standards | Zan | GP | 12 | | 2 | 4 | 12 | | | | 30 | $ 4,862.60 | $ - | $ 4,862.60 |
| 5.2 | Historical Crash Analysis | GP | | 8 | 20 | | | | | | | 28 | $ 3,940.00 | $ - | $ 3,940.00 |
| 5.3 | Descriptive Safety Analysis | GP | | 8 | 20 | | | | | | | 28 | $ 3,940.00 | $ - | $ 3,940.00 |
| 5.4 | Analysis of Built Environment Features and Infrastructure Conditi | GP | | 16 | 60 | | | | | | | 76 | $ 10,380.00 | $ - | $ 10,380.00 |
| 5.5 | Community Demographics | Zan | | 4 | | | | | | | | 4 | $ 720.00 | $ - | $ 720.00 |
| 5.6 | High Injury Networks | GP | Zan | 6 | 24 | 4 | 24 | 8 | | 8 | | 74 | $ 11,555.60 | $ - | $ 11,555.60 |
| 5.7 | Identification of Risk Factors | GP | | 8 | 32 | | | | | | | 40 | $ 5,440.00 | $ - | $ 5,440.00 |
| 5.8 | High Risk Networks | GP | Zan | 8 | 24 | 4 | 24 | 8 | | 8 | | 76 | $ 11,915.60 | $ - | $ 11,915.60 |
| | Subtotal Hours | | | 70 | 180 | 10 | 52 | 28 | | 16 | | 356 | | | |
| | Subtotal Cost | | | $ 12,600.00 | $ 22,500.00 | $ 2,392.00 | $ 9,898.20 | $ 3,413.20 | $ - | $ 1,950.40 | $ - | | $ 52,753.80 | $ - | **$ 52,753.80** |
| **6** | **Implementation Plan** | | | | | | | | | | | | | | |
| 6.1 | Updates to Existing Policies/Guidelines/Standards | Zan | GP | 20 | | 4 | 8 | 24 | | | | 56 | $ 9,005.20 | $ - | $ 9,005.20 |
| 6.2 | Actionable Projects and Strategies | GP | Zan | 20 | 20 | | | | | | | 40 | $ 6,100.00 | $ - | $ 6,100.00 |
| 6.3 | Prioritization Criteria | GP | | 20 | | | | | | | | 20 | $ 3,600.00 | $ - | $ 3,600.00 |
| 6.4 | Implementation Timeline | GP | | 16 | | | | | | | | 16 | $ 2,880.00 | $ - | $ 2,880.00 |
| 6.5 | High Priority Networks | GP | Zan | 8 | 24 | 2 | 10 | 4 | | 8 | | 56 | $ 8,284.70 | $ - | $ 8,284.70 |
| 6.6 | Demonstration Project Identification | GP | Zan | 8 | | 2 | 8 | 8 | | | | 26 | $ 4,416.40 | $ - | $ 4,416.40 |
| | Subtotal Hours | | | 92 | 44 | 8 | 26 | 36 | | 8 | | 214 | | | |
| | Subtotal Cost | | | $ 16,560.00 | $ 5,500.00 | $ 1,913.60 | $ 4,949.10 | $ 4,388.40 | $ - | $ 975.20 | $ - | | $ 34,286.30 | $ - | **$ 34,286.30** |
| **7** | **Final Deliverables** | | | | | | | | | | | | | | |
| 7.1 | Measuring Progress, Reporting, and Evaluation Metrics | *GP* | Zan | 5 | | 1 | 4 | 4 | | | | 14 | $ 2,388.20 | $ - | $ 2,388.20 |
| 7.2 | Draft Action Plan | | | | | | | | | | | | | | |
| | *First Draft (Word)* | *Zan* | *GP* | *24* | | 4 | 12 | 24 | | 8 | | *72* | *$ 11,461.80* | *$ -* | *$ 11,461.80* |
| | *Second Draft (Layout)* | *Zan* | *GP* | *16* | | | 8 | 8 | | | | *32* | *$ 5,378.00* | *$ -* | *$ 5,378.00* |
| | *Third Draft (PMT Review)* | *Zan* | *GP* | *16* | | | 4 | 4 | | | | *24* | *$ 4,129.00* | *$ -* | *$ 4,129.00* |
| | *Public Draft* | *Zan* | *GP* | *10* | | 1 | 4 | 4 | | 4 | | *23* | *$ 3,775.80* | *$ -* | *$ 3,775.80* |
| 7.3 | Final Action Plan | Zan | GP | *8* | | 1 | 1 | 1 | | | | *11* | *$ 1,991.45* | *$ -* | *$ 1,991.45* |
| | Subtotal Hours | | | 79 | | 7 | 33 | 45 | | 12 | | 176 | | | |
| | Subtotal Cost | | | $ 14,220.00 | $ - | $ 1,674.40 | $ 6,281.55 | $ 5,485.50 | $ - | $ 1,462.80 | $ - | | $ 29,124.25 | $ - | **$ 29,124.25** |
| **8** | **Supplemental Planning Activities** | | | | | | | | | | | | | | |
| 8.1 | Design Workshop | Zan | GP | 60 | 60 | 20 | 60 | 60 | | 8 | | 268 | $ 42,794.20 | $ 145.00 | $ 42,939.20 |
| 8.2 | Demonstration Project Design | GP | | 40 | 160 | | | | | | | 200 | $ 27,200.00 | $ - | $ 27,200.00 |
| 8.3 | Demonstration Project Evaluation | GP | | 8 | 40 | | | | | | | 48 | $ 6,440.00 | $ 87.00 | $ 6,527.00 |
| 8.4 | Other Supplemental Planning Activities | | | 30 | 56 | 30 | 100 | 80 | | | | 296 | $ 48,363.00 | $ - | $ 48,363.00 |
| 8.5 | | | | | | | | | | | | | $ - | $ - | $ - |
| | Subtotal Hours | | | 138 | 316 | 50 | 160 | 140 | | 8 | | 812 | | | |
| | Subtotal Cost | | | $ 24,840.00 | $ 39,500.00 | $ 11,960.00 | $ 30,456.00 | $ 17,066.00 | $ - | $ 975.20 | $ - | | $ 124,797.20 | $ 232.00 | **$ 125,029.20** |
| **9** | **Demonstration Project Design and Evaluation** | | | | | | | | | | | | | | |
| 9.1 | Demonstration Project Installed | GP | | 16 | 16 | | | | | | | 32 | $ 4,880.00 | $ 60,058.00 | $ 64,938.00 |
| | Subtotal Hours | | | 16 | 16 | | | | | | | 32 | | | |
| | Subtotal Cost | | | $ 2,880.00 | $ 2,000.00 | $ - | $ - | $ - | $ - | $ - | $ - | | $ 4,880.00 | $ 60,058.00 | **$ 64,938.00** |
| | TOTAL Base Scope Hours | | | 593 | 556 | 108 | 453 | 455 | 24 | 116 | 10 | 2315 | | | |
| | TOTAL Base Scope Direct Cost | | | $ 106,740.00 | $ 69,500.00 | $ 25,833.60 | $ 86,228.55 | $ 55,464.50 | $ 2,455.20 | $ 14,140.40 | $ 829.50 | | $ 361,191.75 | $ 64,913.50 | **$ 426,105.25** |
| **10** | **Additional Tasks** | | | | | | | | | | | | | | |
| 10.1 | Advisory Committee | | | 8 | | 8 | 24 | 40 | | 8 | | 88 | $ 13,773.20 | $ - | $ 13,773.20 |
| | Subtotal Hours | | | 8 | | 8 | 24 | 40 | | 8 | | 88 | | | |
| | Subtotal Cost | | | $ 1,440.00 | $ - | $ 1,913.60 | $ 4,568.40 | $ 4,876.00 | $ - | $ 975.20 | $ - | | $ 13,773.20 | $ - | **$ 13,773.20** |
| | TOTAL Base + Optional Hours | | | 601 | 556 | 116 | 477 | 495 | 24 | 124 | 10 | 2403 | | | |
| | TOTAL Base + Optional Direct Cost | | | $ 108,180.00 | $ 69,500.00 | $ 27,747.20 | $ 90,796.95 | $ 60,340.50 | $ 2,455.20 | $ 15,115.60 | $ 829.50 | | $ 374,964.95 | $ 64,913.50 | **$ 439,878.45** |

This proposal shall remain valid for 60 days following submittal.

Cottage Grove
Where Pride and Prosperity Meet

# EXHIBIT D

HDR, Inc. Proposal

June 24, 2026

Paul Sponholz, PE
Project Manager
City of Cottage Grove
Email: psponholz@cottagegrovemn.gov

**RE: Request of Proposal for Safe Streets and Roads for All (SS4A)**

Dear Mr. Sponholz,

HDR is excited to submit this proposal to partner with the City of Cottage Grove in developing a Safe Streets for All (SS4A) Safety Action Plan. We recognize the significant impact this project will have on the safety and well-being of residents, especially those who are walking, rolling, or biking, and are committed to delivering a plan that sets a foundation for a safer, more connected community. The HDR team offers the following strengths to promote a smooth planning process, and ultimately, a safer community:

**Local and National Safety Expertise**. Our team has a history of collaboration and safety planning efforts throughout Minnesota, with state, county, and local jurisdictions. This local insight combined with experience from similar safety planning efforts across the country uniquely positions HDR to provide Cottage Grove a thoughtful approach rooted in best practices and tailored to your City's needs.

**Excellence in Community Engagement**. One distinctive element of the SS4A action plans is the emphasis on community engagement to guide project prioritization. HDR's local Strategic Communications team understands the importance of this input and how to effectively gather meaningful input from the community and key stakeholders. Working with City Staff and the advisory committee, we'll turn community input into actionable plan recommendations.

**Genuine Commitment to Safe Streets in Cottage Grove**. Our team takes pride in the work we do and the lasting impact it has on communities. This commitment extends beyond our professional responsibilities. We are dedicated to applying the Safe System Approach because we believe in it personally as well as professionally. We recognize a shared ethical responsibility to prevent, and ultimately eliminate, fatal and serious injuries on streets, roads, sidewalks, and trails across our state, one community at a time. "Safe Streets and Roads for All" means that everyone traveling through Cottage Grove, whether by car, transit, foot, or bike, deserves to get home safely.

Our project manager, **Richard Storm, PE, PTOE**, is committed to delivering an actionable, SS4A-compliant plan that supports implementation and future funding success for the City of Cottage Grove. To accomplish this goal, Richard will lead our local team of transportation safety, communication, and street design experts. As a respected safety expert at HDR, both nationally and locally, Richard has worked on numerous projects with all of the individuals identified as key staff on this team. Richard's team has a proven track record of working together to deliver excellent products on time.

Sincerely,

**HDR Engineering, Inc.**

Richard Storm, PE, PTOE
Project Manager and Primary Contact

Keith Quernemoen (Authorized Signer)
Area Professional Services Manager


**PRIMARY CONTACT**
**Richard Storm, PE, PTOE**
Project Manager
Richard.Storm@hdrinc.com
763.591.5480


**TERMS AND CONDITIONS**

After reviewing the City's terms and conditions, we request the City consider changing insurance requirements in Section 11.b. by striking "for any number of claims arising out of a single occurrence" and replace with "per claim and in the aggregate".

HDR understands that this proposal shall remain valid for a period of not less than 60 days from the date of submittal.

# Project Understanding

HDR understands that Cottage Grove's SS4A Safety Action Plan is an opportunity to advance a proactive, data-driven approach to traffic safety that reflects the City's character, growth, and vision of eliminating fatal and serious injury crashes. Cottage Grove's role as a growing suburban community with strong neighborhoods, schools, parks, and regional destinations, and its connectivity to both Minneapolis and St. Paul, creates a multimodal transportation system with increasing demand. We recognize that people walking, biking, rolling, and using transit are essential users of this system and are often the most vulnerable. Additionally, we know that the City regularly receives public complaints about pedestrian and bicycle safety, with concerns on excessive vehicles speeds and lack of safe crossing locations. These vulnerable road users deserve safe and comfortable routes to schools, parks, business areas, and other destinations on both sides of US Highway 10, 70th and 80th St., Keats Ave/CR 19, and other major streets. Anticipating continued growth, this plan will focus on proactively identifying and addressing safety risks so that future development supports a safe, connected, and accessible network for all users.

Our approach to developing the Safety Action Plan is grounded in the Safe System Approach and centers on four integrated components:

**1. Safety Analysis and Risk Identification.** We will develop a comprehensive understanding of existing conditions using a combination of traditional crash analysis and advanced systemic safety methods. This includes evaluating crash history, severity, contributing factors, and user types, while also incorporating roadway characteristics, land use context, traffic volumes, and speed profiles. To complement this analysis, we will apply predictive and systemic screening tools to identify high-risk roadway features and conditions, particularly where crash data alone is insufficient. Our team specializes in tailoring systemic safety analyses for communities with limited severe crash histories by identifying higher risk roadway features, land use contexts, and operational characteristics rather than solely reacting to past crashes.

*Maddie Huempfner facilitates a Local Road Safety Workshop.*

*Our experience developing CRSPs, including a pilot MSAS safety program for four cities, positions us to apply proven, scalable methodologies that are both SS4A compliant and practical for Cottage Grove.*

**2. Community-Centered Public Engagement.** Meaningful public engagement is central to the plan's success. We view this effort as a partnership between HDR, City staff, and the community. Our approach emphasizes meaningful and accessible engagement so that local knowledge informs each phase of the plan. We will align engagement efforts with demographic considerations so that safety investments address both crash risk and access to safe multimodal options for all Cottage Grove residents.

**3. Proven and Innovative Strategies.** Building from the Safety Analysis, we will identify a range of strategies to reduce fatal and serious injury crashes, including infrastructure, operational, behavioral, and policy-based solutions. HDR will bring innovative ideas through our experience evaluating emerging safety treatments with MnDOT on traffic safety strategy evaluations. This allows us to match the right solutions to the specific risk factors identified in Cottage Grove, emphasizing both low-cost, systemwide improvements and targeted corridor or location-based investments.

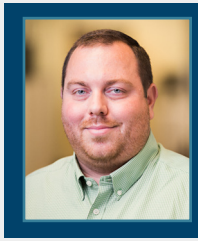
*HDR brings deep experience in applying evidence-based countermeasures, including development of MnDOT's Big Book of Ideas, and educating engineers, planners, and stakeholders about these effective strategies through the MnDOT Local Road Traffic Safety workshops and webinars and the CRSP workshops.*

**4. Prioritization and Implementation Framework.** A key outcome of this effort will be the development of a High-Injury Network (HIN) that reflects both historical crash concentrations, proactive indicators of risk, and input from the public and stakeholders. Using geospatial analysis, the HIN will identify corridors and locations where fatal and serious injury crashes are most likely (including factors that uniquely affect people walking and biking), resulting in project prioritization is both data-driven, transparent, repeatable, and forward-looking.

The result will be an actionable Safety Action Plan with clearly defined projects and strategies, associated costs, and near- and long-term implementation timelines. HDR will deliver a plan that is ready to implement, with clear, well-documented methods, coordination with Washington County and MnDOT, and a balanced program of near-term, low-cost improvements and longer-term capital investments. We will also identify funding opportunities and align recommendations with grant requirements to support future SS4A and other funding applications, resulting in a practical, data-driven, and community-centered plan that advances a safer, more connected Cottage Grove.

*Note: We followed MnDOT's guidance not to use MnCMAT2 crash data for proposals and that data will be collected as part of the study.*

# Organizational Chart & Key Personnel



## Richard Storm, PE *(MN #44275)*, PTOE | Project Manager

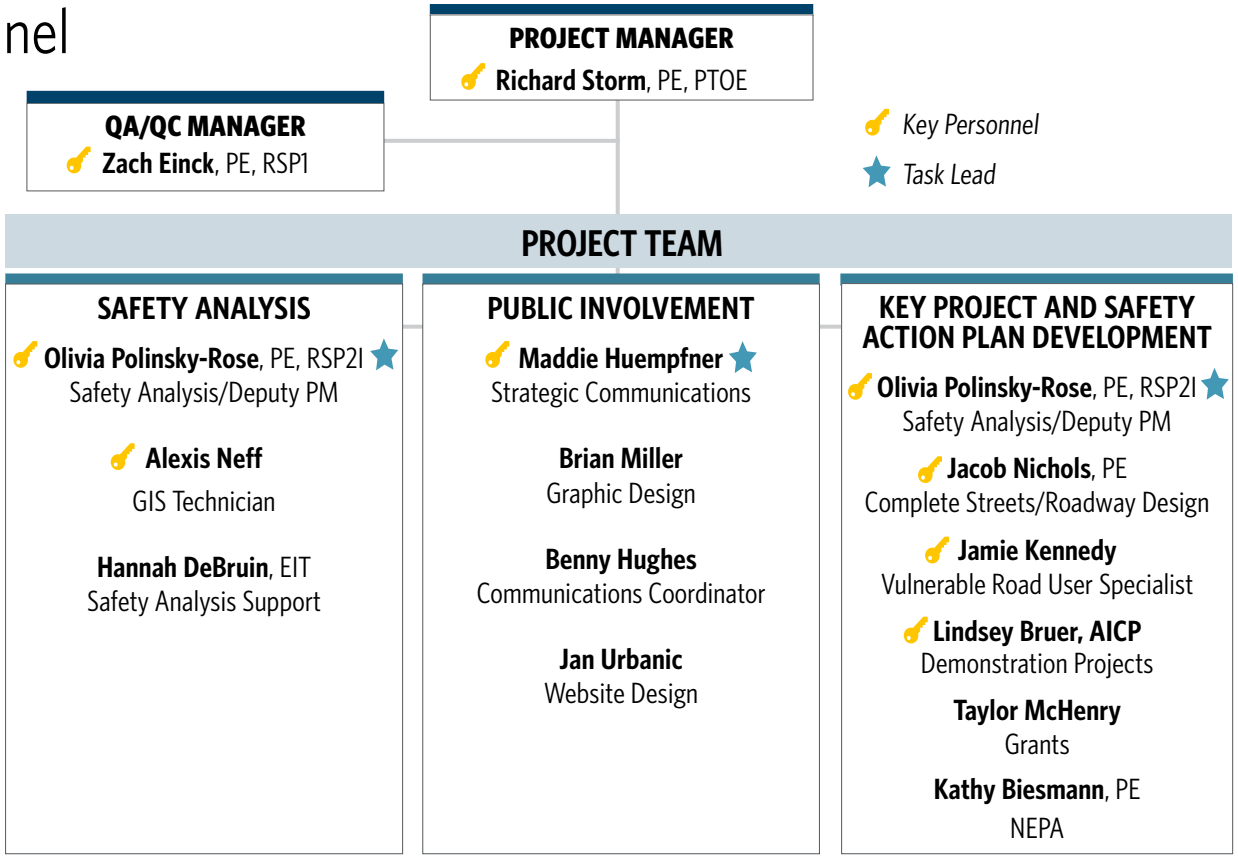
**MS, Civil Engineering, Iowa State University**
**BS, Civil Engineering, Iowa State University**
**Availability: 70%**

Richard brings 24 years of experience in developing and leading numerous road safety plans, having contributed to over 100 local road safety plans, including the completed St. Louis County SS4A Safety Action Plan and is currently leading the Benton County SS4A Safety Action Plan. His depth of experience with both the Minnesota process and SS4A requirements leaves Richard uniquely positioned to customize an analysis approach that is consistent with the SS4A process and maintains eligibility for Minnesota HSIP funds while integrating other data and considerations important to the agency. Richard is also an expert in the SSA, delivering training to planners, engineers, and multi-disciplinary workshops where he explains how traffic safety strategies prevent deaths and serious injuries using the Safe System principles. His experience includes numerous projects addressing pedestrian and bicycle safety, from identifying risk factors to recommending project improvements and even conducting training focused on VRU safety.

While working at HDR the past 10 years of his career, Richard has worked closely with the key staff on numerous traffic studies, corridor safety studies, and design related projects. As project manager, Richard brings a blend of traffic operations analysis and safety analysis/planning providing him the ability to understand not only the potential safety benefits of recommended projects but also the level of impact and feasibility projects may have on traffic operations.

### RELEVANT PROJECT EXPERIENCE:

- **St. Louis SS4A Safety Action Plan** | St. Louis County | Project Manager
- **Minnesota County Road Safety Plans (CRSP) Phase II-IV** | MnDOT | Project Manager (Phase II-III) and Project Principle (Phase IV)
- **Local Road Traffic Safety (LRTS) Workshops & Webinars** | MnDOT | Project Manager and Instructor



## Olivia Polinsky-Rose, PE *(MN #63057)*, RSP2I | Traffic Analysis / Deputy PM

**Availability: 70% | BS, Civil Engineering, University of Minnesota**

Olivia is a Traffic Engineer and Road Safety Professional (RSP2I) with six years of experience as a task and production lead on traffic safety and operations projects across the country. Her safety experience includes safe system approach (SSA) implementation and training, Highway Safety Manual (HSM) predictive analysis, network-wide systemic and systematic risk-based analysis, strategic highway safety plan (SHSP) development and implementation, and traffic incident management (TIM) program support. Olivia has experience leading and/or supporting safety analysis for planning efforts at the state, MPO, county, and city-level through her work on MnDOT's District Safety Plans (DSPs), Minnesota County Road Safety Plans (CRSPs), and Safe Streets and Roads for All (SS4A) safety action plans. Through this variety of experience, she enjoys working with agencies to help them develop a readily implementable safety plan that will serve as a roadmap and provide the resources needed for agencies to fund future safety work. Olivia is passionate about implementing data-driven safety strategies that create a more accessible, equitable and efficient transportation system for users of all modes and abilities.

### RELEVANT PROJECT EXPERIENCE:

- **St. Louis County SS4A Safety Action Plan** | St. Louis County | Deputy Project Manager & Safety Analysis Task Lead
- **Lake County SS4A Safety Action Plan** | Chicago Metropolitan Agency for Planning | Safety Analyst
- **Minnesota County Road Safety Plans (CRSP) Phase II-IV** | MnDOT | Deputy PM & SS4A Lead

# Key Personnel Continued

Key Personnel
Task Lead

### ZACH EINCK, PE (MN #58107), RSP1 | QA/QC MANAGER

**Availability: 35%**

Zach is a traffic engineer with experience in traffic safety and operations. He has served as a project manager and task lead on multiple safety projects, with strong expertise in crash data analysis, identifying safety trends and risk factors, stakeholder engagement, and strategy development. His recent work focuses on area-wide safety plans (local, county, and DOT), including SS4A-compliant efforts. He also brings experience in safety studies, incident management, HSM analysis, conflict analysis, and benefit-cost evaluations. Zach's attention to detail and commitment to quality management make him well-suited for the quality manager role.

BS, Civil Engineering, University of Minnesota

### ALEXIS NEFF | GIS TECHNICIAN

**Availability: 55%**

Alexis has over five years of GIS experience, including work on numerous traffic safety planning efforts. Most recently, Alexis led GIS efforts for the St. Louis County SS4A plan, including both the completed project analysis and VRU safety analysis. The completed project analysis required her to navigate numerous incomplete datasets and identify the most effective and efficient approach to building the completed project network. Alexis' overall GIS experience includes exhibit creation, spatial analysis, developing ModelBuilders, and creating QC processes.

MS, Biology, Grand Valley State University
BS, Biology, Slippery Rock University of Pennsylvania

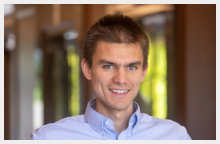
### MADDIE HUEMPFNER | STRATEGIC COMMUNICATIONS

**Availability: 65%**

Maddie is a communications strategist with over seven years of experience leading inclusive, results-driven engagement efforts. She specializes in designing outreach and facilitation approaches that elevate diverse voices and support meaningful participation, making her well-suited for SS4A initiatives.

She brings a strategic and empathetic approach to stakeholder engagement, helping build trust and ensure transparent public processes across complex projects. Maddie's experience includes outreach events, public engagement, media relations, and social media strategy, supported by a strong attention to detail and organization.

BA, Public Relations, University of Wisconsin-Eau Claire



### JACOB NICHOLS, PE (MN #60631) | COMPLETE STREETS/ ROADWAY DESIGN

**Availability: 50%**

Jacob is a roadway engineer with eight years of experience in urban pedestrian/bikeway design and traffic calming. With the mindset to balance safety for all users, Jacob's passion is advancing safety and comfort of pedestrians and bicyclists, while still leveraging road design standards to meet driver expectations. He utilizes that experience for safety plans by laying out design concepts for demonstration projects that meet the agency goals and then estimating cost and schedule.

BS, Civil Engineering, Iowa State University

### JAMIE KENNEDY | VULNERABLE ROAD USER SPECIALIST

**Availability: 65%**

Jamie is a Transportation Planner with six years of experience leading transportation plans and studies. He focuses on improving safety for people walking, biking, and other vulnerable road users using the Safe System Approach and MnDOT's Complete Streets policies. He leads analysis of existing conditions and alternatives for walking and biking infrastructure, supports public engagement, and brings insight from his experience as a year-round bicycle commuter.

MS, Urban and Regional Planning, Geographic Information Systems, University of Minnesota
BA, Environmental Science and Policy, Drake University

### LINDSEY BRUER, AICP | DEMONSTRATION PROJECTS

**Availability: 50%**

Lindsey is a Transportation Planner and Project Manager with 16 years of experience leading a wide range of studies, including Complete Streets, Active Transportation, Bicycle System, Safe Routes to School, and safety plans at the local, regional, and statewide levels. Through these efforts and project development, she has led the planning and execution of demonstration projects in communities ranging from Minneapolis to small rural towns like Pipestone. Lindsey is passionate about testing treatments with communities to build consensus and support for safer, more accessible walking and biking infrastructure.

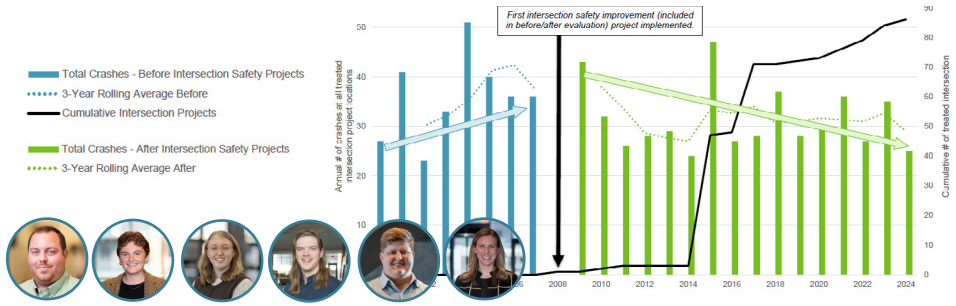
MS, Urban and Regional Planning, University of Minnesota
BS Interior Design & BA Art History, University of Wisconsin, Madison

# Similar Project Experience

HDR brings a **strong track record in regional safety planning**, supporting agencies across Minnesota with **Safe System Approach-aligned project development, forward-thinking safety strategies that protect our most vulnerable road users, and industry-leading public engagement**. The projects highlighted demonstrate the breadth of our experience in the Metro area, along with our successful delivery of SS4A safety planning efforts across Minnesota and nationwide.

A key differentiator for HDR is the **seamless collaboration between our dedicated transportation safety and public engagement teams**. Together, our team has planned and delivered impactful safety workshops across the state, led meaningful SS4A engagement efforts, and produced **high-quality, actionable final reports**. This integrated, proven approach positions HDR to guide the City of Cottage Grove in successfully developing its Safety Action Plan.

## St. Louis County SS4A Safety Action Plan | St. Louis County | St. Louis County, MN




HDR supported the development of St. Louis County's Safety Action Plan (SAP). The SAP complements the County's 2020 Road Safety Plan and provides an SS4A-compliant framework focused on the county road system outside the Duluth-Superior Metropolitan Interstate Council (MIC) planning area. HDR led the policy review, goal setting, vulnerable road user (VRU) safety analysis, and evaluation of completed safety projects. The completed project analysis was used to inform which countermeasures had the best results at reducing severe crashes and in what circumstances they were most effective to support project prioritization. The VRU analysis evaluated 10-years of pedestrian and bicycle crash data to identify the most likely locations and circumstances for VRU crashes outside of the MIC. Additionally, this analysis provided recommended VRU-focused safety strategies that address the identified crash trends for the County to implement on future projects.

**Relevance:** SS4A safety planning process, insight into effective strategies and VRU crash patterns.

**HDR Team**: Richard Storm, Olivia Polinsky-Rose, Hannah DeBruin, Jamie Kennedy, Alexis Neff, Lindsey Bruer

**Reference:** Vic Lund, St. Louis County, lundv@stlouiscountymn.gov, 218-625-3873

## County Roadway Safety Plans (CRSP), Phase II-IV | MnDOT | Various Counties and Cities, MN

As part of Phases II and III of the County Road Safety Plan (CRSP) update, HDR completed updates for eight counties. Phase III included a pilot to develop four city safety plans for municipal state aid street (MSAS) systems. The pilot showed that the CRSP process effectively identifies high-risk urban county roads for MSAS systems; however, the project identification approach was too limited and lacked flexibility to address diverse city street conditions. HDR found that identifying appropriate countermeasures for high-risk urban locations requires site-specific review.

Phase IV is underway, with HDR supporting three counties, including Benton County, which is developing an SS4A-compliant plan. In addition to standard CRSP updates, HDR is assisting with public outreach, task force engagement, safety goal development, and policy and process review to better integrate safety.

**Relevance:** County and city safety planning in Minnesota, SS4A safety planning process, local road safety analysis, risk factor analysis, identification of high-risk network and safety countermeasures for local agencies.

**HDR Team**: Richard Storm, Zach Einck, Olivia Polinsky-Rose, Hannah DeBruin, Maddie Huempfner, Brian Miller

**Reference:** Girma Feyissa, MnDOT, girma.feyissa@state.mn.us, 651-366-3818

## Local Road Traffic Safety (LRTS) Workshops & Webinars | MnDOT | Statewide, MN

HDR supported MnDOT in delivering 17 local road safety workshops statewide—including four in the Twin Cities Metro—covering topics such as urban intersections, roadway segments, vulnerable road users, Minnesota safety trends, crash patterns, effective countermeasures, the Safe System Approach, and communication strategies for stakeholders. Building on this work, HDR is also helping MnDOT develop and deliver six two-hour webinars for local agencies focused on key crash types and safety strategies, including lane departure, intersections, curves, speed management, and vulnerable road users; three sessions have been completed, with the remaining scheduled over the next year and featuring peer presenters from local agencies to highlight real-world applications.

**Relevance:** Understanding of metro area crash patterns (including VRU crashes), knowledge of proven strategies for city streets, application of the Safe System Approach for local agencies, communicating safety principles with a diverse audience.

**HDR Team**: Richard Storm, Olivia Polinsky-Rose, Maddie Huempfner, Zach Einck, Brian Miller

**Reference:** Girma Feyissa, MnDOT, girma.feyissa@state.mn.us, 651-366-3818

# Additional Project Experience

| CLIENT \| PROJECT | TEAM | Agency Involvement | Leadership Commitment & Policy Review | Public/ Stakeholder Engagement & Involvement | Safety Analysis & Data Collection | Demonstration Projects | GIS Database Management, Analysis, and Mapping |
|---|---|---|---|---|---|---|---|
| Mississippi DOT \| **Mississippi Local Road Safety Plans and SS4A Safety Action Plans** | Storm, Einck, Polinsky-Rose, DeBruin | ● | ● | ● | ● | | ● |
| HDR is developing Local Road Safety Plans for eight Mississippi counties, including SS4A-compliant Safety Action Plans for Holmes, Humphreys, and Yazoo counties, all of which lacked prior safety planning and robust data. The team established a data-driven process from the ground up; building a GIS-based network, collecting site data, developing risk factors, and identifying high-risk corridors across county and city streets. Upcoming tasks include prioritizing safety projects, developing planning-level cost estimates, and preparing implementation plans aligned with SS4A requirements. | | | | | | | |
| Chicago Metropolitan Agency for Planning (CMAP) \| **Lake County SS4A Safety Action Plans** | Polinsky-Rose, Einck, Storm | ● | ● | ● | ● | | ● |
| HDR supported the Chicago Metropolitan Agency for Planning in developing the Lake County Comprehensive Safety Action Plan under the region's SS4A grant. The team applied geospatial systemic safety analysis to identify high-risk corridors and developed Safe System Approach countermeasures, while coordinating closely with multiple counties and consultant teams to provide consistency across plans. HDR also led robust public and stakeholder engagement to inform plan development and priorities. | | | | | | | |
| Anoka County \| **Anoka County SS4A Digital Advertisements** | Huempfner, Miller | ● | | ● | | | |
| HDR partnered with Anoka County to support its SS4A efforts by developing targeted digital and virtual engagement strategies to increase community participation. This included a four-week, data-driven advertising campaign using geofencing around high-traffic locations and community events to promote the county's safety survey. The approach significantly expanded outreach and improved survey response rates in key areas. | | | | | | | |
| MnDOT \| **MnDOT Active Transportation Planning Assistance Program** | Kennedy, Bruer, Polinsky-Rose, Nichols | ● | ● | ● | ● | ● | ● |
| HDR partners with Terra Soma to deliver Active Transportation Action Plans to 2-4 Minnesota communities per year. The planning process focuses on gathering public and stakeholder input, expanding each community's engagement capacity, and prioritizing future projects and policy needs in order to pursue infrastructure funding. Each community also receives technical support of their choice, usually in the form of a brief safety analysis and an infrastructure demonstration project. | | | | | | | |
| MnDOT \| **Safe System Approach for Practitioners Training** | Storm, Polinsky-Rose | ● | | ● | ● | | |
| After developing MnDOT's Safe System Approach (SSA) Implementation Plan, finalized in June 2025, HDR supported MnDOT in advancing SSA implementation by developing and delivering its first SSA for Practitioners training course in May 2026. The course provides practical guidance for integrating Safe System principles into project development, with an initial focus on planning and engineering decision-making. Future training will expand to cover SSA application in design, construction, and maintenance. | | | | | | | |
| MnDOT \| **District Safety Plans** | Storm, Einck, Polinsky-Rose, Bruer, DeBruin, Huempfner, Neff, Miller | ● | | ● | ● | ● | ● |
| HDR supported MnDOT in updating Safety Plans for Districts 3, 6, and Metro through comprehensive data collection across state highways and a statewide systemic risk analysis to identify factors associated with severe crashes and prioritize high-risk locations. To accomplish these tasks, HDR constructed a GIS database that includes safety information and risk assessments for over 12,000 miles of road, 21,000 intersections, and over 7,000 horizontal curves. The systemic risk assessment completed for every intersection and segment includes a systemic safety score for all severe crashes (mostly vehicle-vehicle crashes) and a separate VRU systemic safety score specifically addressing severe pedestrian and bicycle crashes. The team incorporated stakeholder input through safety workshops and developed targeted countermeasures for segments, curves, and intersections. HDR is now advancing implementation efforts to help MnDOT staff deliver priority safety improvements. | | | | | | | |

# Project Approach

HDR will deliver a Safety Action Plan (SAP) compliant with the SS4A requirements. While the process and recommendations will be guided by the Safe System Approach (Figure 1), we will structure the SAP around the seven required components (Figure 2). The following highlights how HDR will address each component, with more detail provided in the Work Plan section.

- **Leadership Commitment & Goal Setting**: Draft a Vision Zero–aligned resolution and aid City staff in presenting the information to the City Council for adoption. Prior to meeting with City Council, HDR will present several short- and long-term crash reduction goals to staff and help narrow the options shared with Council.
- **Planning Structure**: Establish and facilitate a multidisciplinary advisory committee including City, County, MnDOT, emergency services, schools, businesses, and advocacy groups. HDR will create a structure where the advisory committee provides meaningful input into the development of the SAP and ongoing implementation.
- **Safety Analysis**: Conduct a geospatial analysis of crash data, identify risk factors, develop a High Injury Network (sometimes known as a High Risk Network), and apply a network screening method consistent with MnDOT and FHWA best practices to identify priority (i.e., high risk) locations.
- **Engagement & Collaboration**: Develop and implement an community-centered communications plan using virtual tools, in-person outreach, interactive mapping, and targeted engagement with underserved populations.
- **Policy & Process Review**: Review City policies, standards, and practices to identify opportunities to better embed safety and SSA principles into existing documents or through adopting new policies.
- **Strategy & Project Selection**: Create a City-specific traffic safety toolkit and prioritized list of infrastructure, operational, and behavioral countermeasures, including the identification and implementation of up to two demonstration projects.
- **Progress & Transparency**: Develop performance measures and tools (dashboard or templates) to support ongoing public reporting and accountability.

We recognize that few agencies are experts in SS4A safety planning. When selected as the consultant team to help agencies prepare safety plans, we understand that HDR's value lies in our ability to serve as trusted experts—guiding the City through the process, explaining available options, outlining the pros and cons of each decision, and verifying both the process and final product meet program requirements.

**FIGURE 1 Safe System Approach**

The Safe System Approach (SSA) is grounded in the principle that traffic deaths and serious injuries are unacceptable, and it recognizes that humans are both physically vulnerable and prone to error. It acknowledges that mistakes will occur and emphasizes our responsibility to design a transportation system with built-in redundancies so that those mistakes do not result in death or serious injury. HDR brings expertise of the SSA through her development of MnDOT's SSA Implementation Plan and SSA for Practitioners training course, and will apply these elements throughout this plan's development.

**FIGURE 2** FHWA's Seven Components of a Compliant Plan

# Work Plan and Deliverables

## Task 1 – Project Management

**Richard Storm, PE** will serve as Project Manager and lead all project management activities throughout the contract. He will oversee scope, schedule, and budget while maintaining consistent communication with the City through bi-weekly check-ins and responsive communications on project status.

At project initiation, Richard will establish a centralized project workspace (e.g., SharePoint) accessible to the project team and City staff to support document management, schedule tracking, and review processes. He will develop and maintain a detailed project schedule aligned with milestones and deliverables, along with a task tracker to monitor assignments, responsibilities, and timelines. Any updates or changes to schedule will be reviewed on a monthly basis and discussed at the Project Management Team (PMT) meetings so all team members are aligned on the status of ongoing and upcoming efforts.

Richard will be supported by **Olivia Polinsky-Rose, PE** as Deputy Project Manager, providing day-to-day coordination and continuity across tasks. She will work closely with the team members on their specific technical work, with Richard providing overall oversight to keep the project on track and within budget.

Monthly invoices and progress reports will document completed work, percent complete, and overall project status. **Zach Einck, PE** will implement established quality management practices, including structured internal reviews and QA/QC procedures, to produce accurate and well-documented deliverables.

## Task 2 – Agency Involvement

HDR will convene a project kickoff meeting with City staff to confirm the PMT membership. The PMT will include representatives from the City of Cottage Grove, Washington County, and MnDOT. We also recommend including additional stakeholders such as emergency services, schools, local businesses, and advocacy groups to support a well-rounded planning process.

The kickoff meeting will align expectations, roles, and priorities, and establish a shared understanding of the process for developing a practical, implementable Safety Action Plan positioned for Council acceptance. HDR will facilitate ongoing coordination through regular PMT meetings (biweekly or monthly, as determined at kickoff). Each meeting will include clear agendas, documentation, and follow-up summaries to support continuity and decision-making.

Given that many roadways in Cottage Grove are under MnDOT and Washington County jurisdiction, HDR will work closely with PMT representatives to coordinate data sharing, align safety priorities, and refine recommendations affecting these systems. This coordination will streamline implementation and maintain consistency with agency plans and programs.

HDR will also coordinate with City leadership throughout the project, including preparation of materials and presentation support at key milestones. This will include at least one City Council meeting and one Public Services Commission meeting, as directed by the City. We recommend three City Council Meetings and one Public Service Commission meeting (see proposed schedule) with the following goals:

- CC Meeting 1 - Introduction (see Task 3)
- PSC Meeting - Input on existing needs
- CC Meeting 2 - Council resolution, proposed demonstration projects overview
- CC Meeting 3 - Final plan and key findings presentation

*Using best practices for the design of street crossings increases safety and removes barriers for vulnerable road users.*

## Task 3 – Leadership Commitment

Setting goals and priorities is not only a fundamental requirement of the SS4A process but also an opportunity for leaders to deepen their understanding of how the built environment impacts safety and daily life.

At the outset of the project, we recommend an introduction presentation by City staff and HDR to the City Council to establish the framework for the SS4A process. This presentation will serve three key purposes:

- Educate Council on traffic safety and SSA.
- Outline SS4A process, key components, benefits.
- Emphasize importance of Council commitment to support the Safety Action Plan & its goals.

This early engagement will also allow the Council to provide input on draft goal parameters, including a target year for eliminating fatalities and serious injuries, a near-term reduction goal, and the geographic scope of the plan (e.g., City streets versus all roadways within municipal limits). Engaging Council early fosters a shared understanding of priorities and supports ownership of the plan's goals.

Following Council input, HDR will prepare a draft policy and resolution that defines the City's safety vision, goals, and principles, that is guided by the Safe System Approach and meets SS4A requirements. HDR will coordinate with City staff to finalize the resolution and support presentation to City Council for adoption, including attendance to address questions as needed.

## Task 4 – Public Engagement & Involvement

Building and verifying support from stakeholders and the public is a prominent part of successfully advancing a Safety Action Plan. HDR's dedicated public engagement staff believe a project is better when the people affected by it are its center. Our Minnesota-based team has proven success in cultivating strong relationships with stakeholders and putting community members at the center of engagement practices to result in better project outcomes.

Our approach begins with a comprehensive Public Involvement Plan (PIP) that outlines tools, tactics, audiences, messages, and responsibilities for the duration of the project. This foundational document will allow for maximum project efficiency, so the project team can focus on engagement rather than revisiting basic decisions repeatedly.

The planning process requires concentrated feedback from the Cottage Grove community. In addition to targeting City of Cottage Grove residents overall, care will be taken to engage key audiences such as:

- Residents and business owners near project areas
- Multimodal advocacy groups
- Community-based organizations
- Disadvantaged communities

Engagement outcomes will be documented and summarized within the Safety Action Plan, including participation metrics, key themes, and how feedback informed recommendations. Once the PIP is finalized, our approach will focus on gaining feedback through the following tactics:

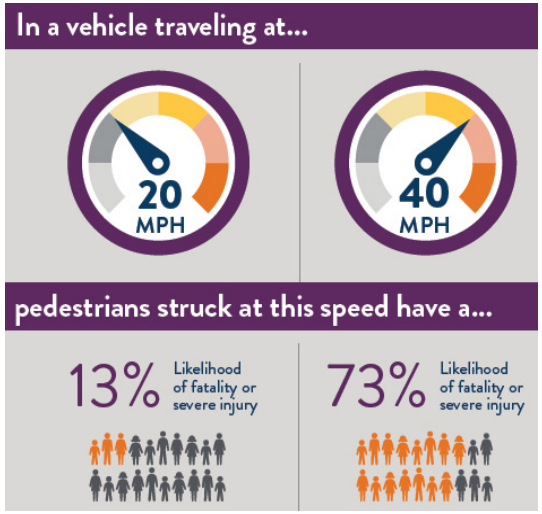
- **Surveys**: Online surveys are a gold standard to gaining valuable feedback from area residents, business owners, and visitors. By including logic, the surveys can be customized to each respondent's experiences with traffic safety in the specific areas. However, to best reach all types of residents, we recommend translation of surveys into additional languages like Hmong, Somali, Korean, and Spanish.
- **Interactive Comment Map**: HDR will develop an interactive, web-based map that allows community members to identify safety concerns and offer suggestions at specific locations.
- **Public Open Houses**: Two public open houses will be held during the project. The first will be in the first half of the project to receive feedback on existing conditions and issues to understand the public and stakeholder needs. The second will take place once a draft plan has been created to gather input on the potential demonstration projects. These open houses allow community members to visit with project team members, understand the project's goals, and provide key feedback at crucial decision points. Open house materials will include exhibits, concept renderings, and layout displays. HDR will also prepare mailers, invitations, and printed handouts to support participation.
- **Pop-up Events**: Pop-up events at festivals and community gatherings provide a valuable opportunity to "intercept" Cottage Grove residents and engage them in meaningful, low-barrier ways. HDR will strategically schedule up to three pop-up events at different points in the project timeline during high-attendance events like Strawberry Fest, Cottage Grove Food Truck Festival, CGUCC Farmers Market or the Washington County Fair. Early pop-ups will focus on gathering input, using surveys and interactive activities to understand community safety concerns, priorities, and values. Pop-up events later in the project schedule will shift toward closing the loop, sharing what we have heard with the community, confirming key themes, and demonstrating how input is shaping the Safety Action Plan. HDR will coordinate closely with the City's Communications Manager and Public Works staff to identify optimal timing, locations, and audiences to maximize participation and impact.
- **Web, Email, and Social Media**: HDR's dedicated social media specialists will craft timely, strategic posts to drive public engagement and awareness of the SS4A process through social media, Cottage Grove Reports, and Cottage Grove Connect. Information will also be disseminated through coordinated use of the City website and email updates.

To support outreach, materials will be developed to help stakeholders and the public understand plan concepts and safety solutions, including background on why solutions are beneficial or recommended and how to use or navigate a proposed condition. Content will be developed in a way that can be used on future projects in the city to reinforce the benefits of safety improvements. All outreach materials will be developed in accordance with City branding guidelines for consistency and clarity.

### Community-Centered Planning

*It is essential that the development of the Safety Action Plan is an inclusive and representative process that considers community demographics across the planning effort, including the public engagement process, safety analysis, and project identification. MnDOT's Suitability for the Pedestrian and Cycling Environment (SPACE) is a planning index based on 19 publicly available social, and demographic factors to identify regions with higher needs. The SPACE scores within the City of Cottage Grove indicate a higher need for pedestrian and bicycle facilities. This is one example of an approach to integrate community demographic and VRU considerations into the safety analysis. HDR will better identify and define the higher need areas within the City through data analysis and stakeholder and community partnerships.*

## Task 5 – Safety Analysis and Data Collection




*We know that speed is the biggest risk for vulnerable road users. Speed management will be a key focus for our safety planning efforts. (Source: MnDOT Facility Design Guide)*

**Policy & Process Review:** City policies guide department operations, including project development and prioritization. The team will review policies affecting the planning, design, construction, and maintenance of Cottage Grove streets related to safety. In coordination with the PMT, we'll recommend updates to better align with the Safe System Approach. As shown in Table 1, on page 11, recommendations may include a range of strategies based on City priorities, each addressing different elements of the approach.

**Gather Data**: HDR will coordinate with the City, MnDOT, and Washington County to acquire crash data, roadway geometry data, traffic data, and NEPA relevant resources including Section 106 and Section 4(f) resources. Given a city the size of Cottage Grove has few severe crashes in a year, we recommend evaluating all crashes from the last 10 years, but the focus of the evaluation will be on fatal and serious injury crashes since those crashes have the highest impact on the quality of life and societal costs. Collecting data across all types of roads within the City will provide valuable insights, as high-severity crashes are present throughout the network. We will combine information into a GIS database analysis in future tasks.

**Data Cleaning**: HDR will review severe crashes for common errors, such as location errors. Any missing fields for severe crashes will also be investigated to fill in the missing data. HDR will share all data corrections with MnDOT so that state crash record system is updated as well.

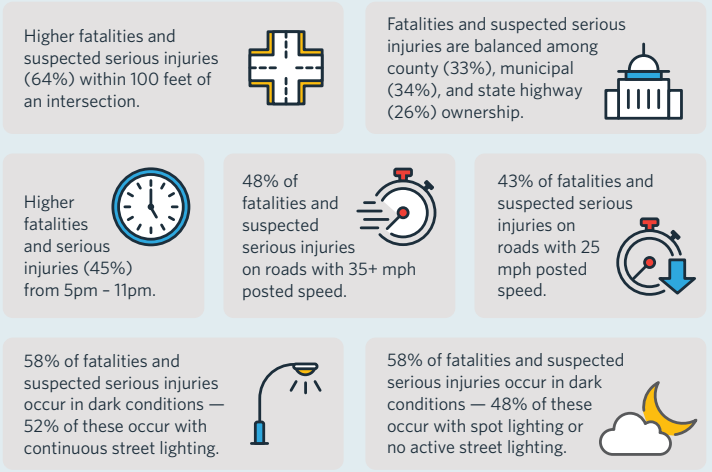
**Historical Crash Analysis**: Our team recognizes that agencies have to understand the problem before they can solve the problem. This analysis is a key step in understanding the conditions in which severe crashes happen so that safety countermeasures are properly assigned to locations that have a higher risk for a future severe crash. HDR will perform a historical crash analysis of all road segments and intersections within City limits to determine prevailing crash trends. This includes a summary of route type (MSAS, municipal street, CSAHs, county roads, and state highways), locations, crash rates, crash types, severities, pedestrian or cyclist involvement, and other contributing factors that are most common within the crash data. This crash data summary will later inform how we develop the high injury network.

Through our work on other safety analysis projects, we've found that effective messaging of results requires engaging visual presentation. Our technical staff will work with our graphics team to build a useful summary that shows the important trends from the existing conditions analysis. An example of this is from our New Jersey Vulnerable Road User (NJ VRU) Safety Assessment project (Figure 3) where summarized key analysis findings by combining them with images that help the reader connect with crash trends.

**Risk Factor Analysis**: Cities the size of Cottage Grove tend to have isolated instances of fatal or serious injury crashes, which are often more dispersed compared to early Vision Zero adopters, like Minneapolis. Augmenting historical crash analysis with a systemic safety assessment offers a holistic approach aligned with the Safe System Approach (Figure 1) that focuses on built environment and roadway characteristics where fatal and serious injury crashes disproportionately occur. This proactive approach offers insight into other locations with similar attributes that may be prone to severe crashes.

Systemic safety analysis was recently completed for state highways and county roads within Cottage Grove as part of the Metro District Safety Plan update and the Washington County CRSP Phase II update. For non-city streets, we recommend using the systemic scores assigned by the update projects. For city streets, we will help the city assess their MSAS and municipal street networks using appropriate methods. This could include city specific risk factors, using CRSP's urban risk factors, or a novel approach, such as crash heat maps combined with stakeholder and public input.

**FIGURE 3** NJ VRU Safety Assessment



**High-Injury Network**: Based on the results of the historical crash analysis, risk factor analysis, and feedback from public engagement and the PMT, HDR will identify the City's High-Injury Network (HIN). The HIN will identify segments and intersections that are prone to fatal and serious injury crashes. Because the SS4A program does not mandate one approach to identify the HIN, the City maintains control over how the different inputs are used to make the final determination. We will help the City incorporate the historic, systemic, and public feedback to create a custom HIN covering the City. Combining different inputs to identify a HIN can be done using a simple index model, which fulfills the need for a data-driven analysis.

**Mapping**: Using the GIS database with the high-injury network results incorporated, HDR will map the City network showing the location of severe crashes, risk factors, locations of concern identified by the public and safety task force, and the resulting low-, moderate-, and high-risk facilities across the City including NEPA relevant resources. We will prepare a series of visually appealing maps that illustrate the decision process and become part of the safety action plan.

## Task 6 – Implementation Plan

**Strategy and Project Identification:** The project team will identify countermeasures that address the high-risk locations. In keeping with the Safe System Approach, countermeasure recommendations could include physical infrastructure (e.g., specific location infrastructure improvements or network-wide systemic application of safety features) or non-infrastructure strategies such as targeted public education campaigns. Infrastructure strategies address multimodal facilities, intersections, traffic calming, corridor improvements, and sidewalk/trail improvements that will also comply with the NEPA requirements. We will prepare planning-level costs for each project. Key safety resources will be used to support countermeasure identification, such as MnDOT's Big Book of Ideas, FHWA's Proven Safety Countermeasures, Safe System Roadway Design Hierarchy, and NHTSA's Countermeasures That Work.

The result of this process will be classifying the projects into tiers (short-, mid-, and long-term timeframes) to prioritize project implementation. There are several ways to place projects into each tier, including professional judgement of the City, PMT, and the HDR team. Another way is to plot each project using expected outcome benefit (lives saved and injuries prevented) on the y-axis and effort to implement (cost, schedule, staff hours) on the x-axis, as shown in Figure 4 on Page 12. The results can be separated into four zones, with the first focused on high benefit/low effort projects and the lowest priority projects with low benefit and high effort to implement. We have found using this to be an effective tool that is easy to explain to stakeholders, elected officials, and the public.

For the identified recommended projects, HDR will develop a project sheet that includes:

- The location description, including the crash history and risk factors present
- The proposed project and an explanation of how it addressed the safety needs
- The proposed implementation timeline, including a description of the prioritization process used to assign that timeline

**Demonstration Projects:** Through the project prioritization process, HDR will collaborate with the City and PMT to identify two demonstration projects at high-risk locations identified through the safety analysis and reinforced by community input from the second Public Open House. Based on our meeting with City staff, we understand the demonstration projects will likely be pedestrian and/or bicycle improvements and could occur at locations City staff already identified or at locations flagged by the safety analysis. Selected projects will be tailored to site-specific safety needs and comply with the NEPA requirements. For example, at a high-priority intersection with a history or elevated risk of vulnerable road user crashes (e.g., pedestrians or bicyclists), a demonstration project may include curb extensions using paint and flexible delineators to shorten crossing distances and reduce vehicle turning speeds.

**TABLE 1** Safe System Approach & Strategies

| | Elements | | | | |
|---|---|---|---|---|---|
| Strategy | Safe Roads | Safe Speeds | Safe Road Users | Safe Vehicles | Post-Crash Care |
| Infrastructure Improvements | ■ | ■ | | | |
| Roadway Planning & Design | ■ | ■ | | | |
| Education & Community Outreach | | | ■ | | |
| Enforcement of Traffic Laws | | ■ | ■ | | |
| New Vehicle & Transportation Related Technology | | | | ■ | |
| Emergency Response | | | | | ■ |
| Safety Policies | ■ | ■ | ■ | ■ | ■ |

For each selected project, HDR will coordinate with the City and PMT to define:

- Project duration
- Installation responsibilities
- Permitting requirements
- Outreach approach
- Performance metrics for evaluating effectiveness

HDR will lead implementation of the demonstration projects as directed by the City, including installation coordination, pilot management, data collection, and evaluation of outcomes.

HDR's **Lindsey Bruer, AICP** brings extensive hands-on experience delivering demonstration projects through prior roles with MnDOT Metro District and District 8, including material procurement, installation, and evaluation. HDR's **Jamie Kennedy** and **Jacob Nichols, PE** supplement this expertise with experience planning, designing, and implementing demonstration projects through MnDOT Active Transportation Plans across Minnesota.

**Safety Action Plan:** The Safety Action Plan will summarize the entire SS4A planning effort, including the policy and process review recommendations, documentation of the public engagement efforts, an overview of the data collection and safety analysis processes, a list of identified projects and strategies and the prioritization process used to assign projects, and an overview of the demonstration project findings.

## Task 7 – Final Deliverables

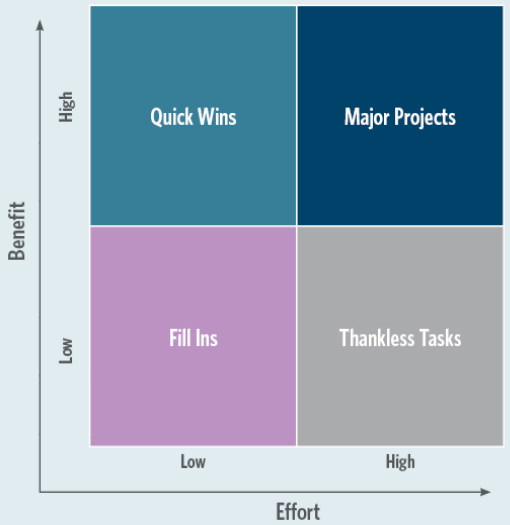
**Final Safety Action Plan**: The final Safety Action Plan will be designed to be visually and graphically appealing, aligning with the City's brand standards. HDR's **Brian Miller** has extensive experience translating complex technical content into clear, easy-to-understand graphics, so it is accessible for both technical and non-technical audiences. The final plan will be developed to meet all guidelines and requirements outlined by the SS4A program, including the final closeout package and checklist. All final deliverables will be shared with the county in editable digital format (e.g., Word, GIS, and InDesign, and Excel documents) as well as a compiled PDF document (with ADA remediation) suitable for posting on the City's website to meet transparency criteria.

**Progress and Transparency**: We will develop a method for the City to measure and report progress over time following the plan adoption and provide a toolkit of accessible materials to educate the community on progress, including graphics and visualizations to illustrate the strategies and the safety benefits. The project team will work with the City to develop a user-friendly reporting tool (e.g., online GIS map summarizing recommended and completed projects, dashboard of annual outcome measures, or table of upcoming projects). We will coordinate with Cottage Grove to understand the capabilities and preferences of the City to right size the reporting process — a simple annual report template (posted online as a PDF) versus using online mapping and dashboards.

## Task 8 – Additional Tasks

**Grant Support**: HDR proposes that in addition to the project prioritization and project sheets discussed in Task 6, a project value-add is to identify projects best suited for grants, grant fundings sources, and preparing portions of grants applications (e.g., exhibits, write ups, etc.). We believe that Quick Wins in the benefit versus effort charting (described in Task 6) is an effective way to identify candidates for this task. However, other candidates include preparing concept designs of major projects (high impact, high effort) to support grant funding applications or helping advance major projects through demonstration projects. Whether the focus is on quick wins or advancing major projects, HDR will collaborate with the City to identify the short list of projects and the services we will provide to maximize benefit for Cottage Grove. HDR's Taylor McHenry has extensive experience across the nation helping agencies use the project list in the SAP by identifying projects best suited for grants, appropriate grant funding sources, and writing all or portions of grant applications.

**FIGURE 4** Benefit-Effort Matrix

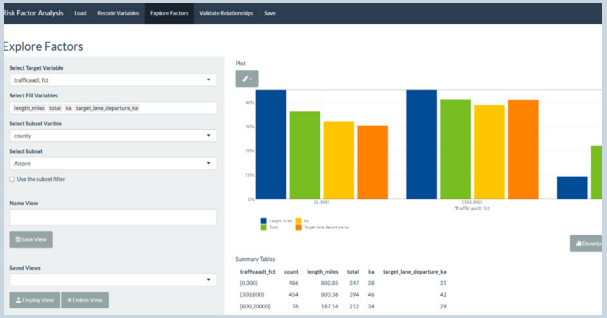



### Benefit-Effort Examples

*The benefit-effort chart can be a great way to identify key projects as part of Task 6. Projects that maximize benefit while minimizing effort are referred to as "Quick Wins." Examples of Quick Win projects may include a 4- to 3-lane conversion, restriping to narrow lanes, all-way stop, community outreach/education, and demonstration projects (e.g., temporary curb extensions).*

*Examples of Major Projects could include a trail, roundabout, or adding a median to a corridor. Fill In projects could include a 3/4 intersection, RRFB, or striping for a bicycle lane.*

# Innovative Solutions and Technologies Examples




*HDR's risk factor analysis tool allows us to quickly chart the potential risk factor versus of crashes.*

## Safety Analysis and Visualization Tools

Any opportunity to deliver baseline safety performance more efficiently opens up funds to shape projects. At HDR, our broad portfolio of transportation safety projects set us and our clients up with a head start. From our standardized process to develop HINs, to our data science team skilled with dashboards, to our systemic risk factor analysis tool, HDR has the skills and resources to develop and deliver an action plan the City can leverage for years to come.

*HDR supported the City of Columbia, Missouri in securing an $8.4 million award through the SS4A program.*

## Implementation and Funding

Our passion is helping communities make their vision come true. In today's tightening financial climate, that means understanding discretionary grants, assessing non-traditional funding and partnerships, and leveraging redevelopment to modernize infrastructure. HDR has an industry-leading funding and grant advisory team that will assess community needs and strategies for funding possibilities. Furthermore, our long partnership with MnDOT on local road safety means that our Twin Cities transportation safety team knows how to build a list of recommended projects that are eligible for HSIP funding.

*HDR's positive social norm messaging is helping to create a positive driving culture in Florida.*

## Driver Education and Behavior Messaging

Our team is a strong proponent of positive social norm messaging. This technique relies on messaging that is targeted to a specific user group and uses other members of that group as social proof that safe behaviors are the norm, not the outliers. HDR helped FDOT develop a positive social norm marketing campaign for their Target Zero safety initiative. This type of approach helps turn members of the public into safety champions.

# GIS Capabilities

COLLECT » ANALYZE » PRIORITIZE » VISUALIZE » DECIDE

HDR has been a leader in applying Geographic Information System (GIS) technology to transportation studies and safety planning for over 20 years, helping communities improve safety outcomes through data-driven decision-making. As one of only 19 Esri Platinum Partners, HDR brings full access to advanced GIS tools and the expertise to configure them specifically for SS4A initiatives. Our local GIS team offers extensive experience developing and managing GIS databases for regional and local safety planning efforts, including CRSP updates and the MnDOT DSP updates. We understand the importance of reliable, transparent data and employ custom scripting and rigorous quality control processes for repeatable, accurate analyses that support defensible safety recommendations.

For this SS4A effort, HDR will develop interactive, web-based mapping tools that allow City staff and stakeholders to engage with project data at every stage—from network screening and data collection through risk assessment and countermeasure identification. These dynamic tools will enable Cottage Grove to visualize high-risk locations, review proposed projects, and explore "what-if" scenarios, such as adjusting prioritization thresholds to understand how project rankings shift. This approach promotes collaborative, transparent, and informed decision-making, so that the resulting safety action plan is both technically robust and aligned with the City's goals of reducing serious injuries and fatalities on its transportation network.

# Project Schedule

| TASK | 2026 Aug | Sept | Oct | Nov | Dec | 2027 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | 2028 Jan | Feb | Mar |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1.0/2.0 Project Management / Agency Involvement** | | | | | | | | | | | | | | | | | | | | |
| 2.a PMT Meetings | City & PMT KO Mtgs | PMT Mtgs (Biweekly or monthly as determined at KO meetings) | | | | | | | | | | | | | | | | | | |
| 2.b City Meetings | | CC1 | | PSC | | | | CC2 | | | | | | | | | | CC3 | | |
| **3.0 Leadership Commitment** | | | | | | | | | | | | | | | | | | | | |
| **4.0 Public Involvement** | | | | | | | | | | | | | | | | | | | | |
| 4.a/4.b PIP / Outreach Materials | | | | | | | | | | | | | | | | | | | | |
| 4.c In-person Engagement [1] | | | | OH1 | | | OH2 | | | | | | | | | | | | | |
| 4.d Public Feedback Collection | | Existing needs survey & webmap | | | | | | | | | | Demonstration projects feedback survey | | | | | | | | |
| **5.0 Safety Analysis and Data Collection** | | | | | | | | | | | | | | | | | | | | |
| 5.a Policy and Process Review | | | | | | | | | | | | | | | | | | | | |
| 5.b Gather Data, Develop Network, and Conduct Safety Analysis | | | | | | | | | | | | | Potential updates based on demonstration project lessons learned | | | | | | | |
| **6.0 Implementation Plan** | | | | | | | | | | | | | | | | | | | | |
| 6.a Countermeasure Identification, Project Prioritization, and Key Project Development | | | | | | | | | | | | | | | | | | | | |
| 6.b Demonstration Projects | | | | | | Planning/Design | | | | | Implementation | | | | | Evaluation | | | | |
| 6.c Draft Safety Action Plan | | | | | | | | | | Draft Action Plan [2] | | | | | | | | | | |
| **7./8.0 Final Deliverables / Additional Tasks** | | | | | | | | | | | | | | | | | | | | |
| 7.a Final Safety Action Plan | | | | | | | | | | | | | | | | | | Council Adoption | Submit to FHWA | |
| 7.b/7.c Progress & Transparency / Final Reporting Activities | | | | | | | | | | | | | | | | | | | | |
| 8.a Project Grant Support (if selected by City) | | | | | | | | | | | | | | | | | | | | |

[1] Up to three in-person pop-up events to be strategically scheduled with City input. Potential events may include the Strawberry Fest, Cottage Grove Food Truck Festival, CGUCC Farmers Market or the Washington County Fair.

[2] HDR recommends pushing the publicly available date to Spring 2027 to allow for more thorough safety analysis. HDR will support the City with quarterly reporting updates to FHWA and notes that this schedule change will not impact the final project end date of July 31, 2028. The draft plan is subject to changes based on further analysis, public feedback, & completion of demonstration projects.

CC# City Council Meeting  PSC Public Services Commission Meeting  OH# Public Open House  Task Duration

# Fee Estimate

We propose to perform the tasks described in this proposal on a time and materials basis, not to exceed an anticipated fee of $440,000. This estimate was derived from HDR's labor cost times a 3.0 multiplier to cover overhead costs, with expenses billed at cost. Invoiced rates will increase approximately 4.5% each year with escalation already built into requested fee. HDR will invoice monthly for work completed.

## Budget Assumptions:

1. Project duration assumed to be August 2026 to March 31, 2028 (20 months).

2. Task 6.b.i assumed to be included as part of general planning effort (Phase 1 of Exhibit B 2.3 Obligation Condition Table).

3. Task 6.b.ii assumed to be demonstration activity effort (Phase 2 of Exhibit B 2.3 Obligation Condition Table). Budget for this effort fits within combined federal grant funds and state matching funds of $65,000, including the $20,000 in materials (Site work outlined in Exhbit B 3.3(b) Cost Classification Table).

4. Task 8 assumed to cover $10k in contingency outlined in Exhibit B 3.3(b) Cost Classification Table.

| TASKS AND DESCRIPTION | | RESOURCE CATEGORIES | | | | | | | | | | | | | | | HRS | FEE | DIRECT EXPENSES | | | | COSTS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TASK NO. | | Project Manager | Traffic Engineer / Deputy PM | Traffic EIT | GIS Technician | Strategic Communications | Graphic Design | Communications Coordinator | Website Design | Complete Streets / Roadway Design | VRU Specialist | Grants Specialist | NEPA Specialist | Demonstration Projects | Quality Manager | Project Accountant | Project Coordinator | Total Hours | Labor Fee | Mileage ($0.725 per mile] | Printing / Website Hosting [Lump Sum] | Social Media / Mail Promotions [Lump sum] | Demonstration Project Materials [Lump Sum] | Total Expenses | Total fee per Task |
| **1** | **Project Management** | | | | | | | | | | | | | | | | | | 1 | | | | | |
| 1.a | Project Administration | 40 | 20 | | | | | | | | | | | | | | 10 | 70 | $ 15,110 | | | | | $ - | |
| 1.b | Monthly Invoices | 20 | | | | | | | | | | | | | | 40 | | 60 | $ 9,540 | | | | | $ - | |
| 1.c | Project Schedule | 12 | 10 | | | 8 | | | | | | | | 8 | | | | 38 | $ 8,332 | | | | | $ - | |
| 1.d | Coordination Meetings (hours/effort included in 2.a) | | | | | | | | | | | | | | | | | | $ - | | | | | $ - | |
| | Task Subtotal | 72 | 30 | | | 8 | | | | | | | | 8 | | 40 | 10 | 168 | $ 32,982 | $ - | $ - | $ - | $ - | $ - | $32,982 |
| **2** | **Agency Involvement** | | | | | | | | | | | | | | | | | | 2 | | | | | |
| 2.a | PMT Meetings (1 hour, virtual, monthly + agenda/meeting minutes) | 30 | 40 | | | 20 | | | | 12 | 12 | 4 | 4 | 12 | | | | 134 | $ 26,514 | | | | | $ - | |
| 2.b | City Meetings (3 City Council Meetings, 1 Public Services Commission Meeting) | 24 | 24 | 12 | | 24 | 8 | | | | | 4 | | 8 | 4 | | | 108 | $ 21,276 | 100 | | | | $ 73 | |
| | Task Subtotal | 54 | 64 | 12 | | 44 | 8 | | | 12 | 12 | 8 | 4 | 20 | 4 | | | 242 | $ 47,790 | 100 $ 73 | $ - | $ - | $ - | $ 73 | $47,863 |
| **3** | **Leadership Commitment** | | | | | | | | | | | | | | | | | | 3 | | | | | |
| 3.a | Goals and Priorities Development | 8 | 16 | 18 | | 2 | 2 | | | | 4 | | | | 2 | | | 52 | $ 8,696 | | | | | $ - | |
| 3.b | City Council Meetings (hours/effort included in 2.b) | | | | | | | | | | | | | | | | | | $ - | | | | | $ - | |
| | Task Subtotal | 8 | 16 | 18 | | 2 | 2 | | | | 4 | | | | 2 | | | 52 | $ 8,696 | $ - | $ - | $ - | $ - | $ - | $ 8,696 |
| **4** | **Public Involvement** | | | | | | | | | | | | | | | | | | 4 | | | | | |
| 4.a | Communications Plan | 1 | 2 | | | 8 | | 8 | | | | | | | | | | 19 | $ 2,707 | | | | | $ - | |
| 4.b | Outreach Materials | 6 | 8 | | | 8 | 16 | 24 | | | | | | | | | | 62 | $ 9,618 | | | 1 | | $ 2,500 | |
| 4.c | Website Development | 2 | 4 | | | 8 | 16 | 8 | 100 | | | | | | | | | 138 | $ 22,222 | | 225 | | | $ 225 | |
| 4.d | In-Person Engagement | 24 | 32 | | 8 | 40 | 16 | 24 | | 8 | 8 | | | 12 | | | | 172 | $ 30,400 | 250 | 1000 | | | $ 1,181 | |
| 4.e | Public Feedback Collection | 1 | 4 | | | 8 | | 12 | | | | | | | | | | 25 | $ 3,395 | | | | | $ - | |
| | Task Subtotal | 34 | 50 | | 8 | 72 | 48 | 76 | 100 | 8 | 8 | | | 12 | | | | 416 | $ 68,342 | 250 $ 181 | 1225 $1,225 | 1 $ 2,500 | $ - | $ 3,906 | $72,248 |
| **5** | **Safety Analysis and Data Collection** | | | | | | | | | | | | | | | | | | 5 | | | | | |
| 5.a | Policy and Process Review | 8 | 16 | 32 | | | | | | | 4 | 4 | 4 | | 2 | | | 70 | $ 11,620 | | | | | $ - | |
| 5.b.i | Gather data & develop network | 4 | 8 | 12 | 48 | | | | | | | | | | 2 | | | 74 | $ 10,144 | | | | | $ - | |
| 5.b.ii | Demographic and Historic Crash Analysis | 4 | 12 | 24 | 4 | | | | | | 8 | | | | 4 | | | 56 | $ 8,524 | | | | | $ - | |
| 5.b.iii | Risk Factor Analysis (Built Environment and Infrastructure Conditions) | 8 | 16 | 24 | 4 | | | | | | 4 | | | | 4 | | | 60 | $ 9,640 | | | | | $ - | |
| 5.b.iv | High-Injury Network/High-Risk Network | 8 | 16 | 24 | 8 | | | | | | 16 | | | | 4 | | | 76 | $ 11,856 | | | | | $ - | |
| 5.b.v | Mapping | 2 | 8 | 12 | 16 | | | | | | 2 | | | | 2 | | | 42 | $ 5,994 | | | | | $ - | |
| | Task Subtotal | 34 | 76 | 128 | 80 | | | | | | 34 | 4 | 4 | | 18 | | | 378 | $ 57,778 | $ - | $ - | $ - | $ - | $ - | $57,778 |
| **6** | **Implementation Plan** | | | | | | | | | | | | | | | | | | 6 | | | | | |
| 6.a.i | Engineering and Behavorial Countermeasures Identification | 16 | 12 | 16 | | 20 | | | | 4 | 8 | | | | 2 | | | 78 | $ 13,884 | | | | | $ - | |
| 6.a.ii | Project Prioritization, Phasing, and Framework Documentation | 16 | 22 | 36 | 12 | | | | | 8 | 20 | | 4 | | 2 | | | 120 | $ 19,440 | | | | | $ - | |
| 6.a.iii | Key Project Development | 16 | 22 | 40 | 8 | | | | | 16 | 40 | | 24 | | 2 | | | 168 | $ 28,604 | | | | | $ - | |
| 6.b.i | Demonstration Project Identification | 14 | 24 | 8 | | | | | | 12 | 30 | | 8 | 20 | 4 | | | 120 | $ 23,090 | | | | | $ - | |
| 6.b.ii | Demonstration Project Planning, Implementation and Evaluation | 16 | 20 | 32 | | 20 | 8 | 16 | | 40 | 30 | | | 50 | 4 | | | 236 | $ 43,468 | 200 | | | 1 | $20,145 | |
| 6.c | Draft Safety Action Plan | 8 | 24 | 40 | | 4 | 8 | | | 8 | 8 | | 4 | 8 | 4 | | | 116 | $ 19,804 | | | | | $ - | |
| | Task Subtotal | 86 | 124 | 172 | 20 | 44 | 16 | 16 | | 88 | 136 | | 40 | 78 | 18 | | | 838 | $ 148,290 | 200 $ 145 | $ - | $ - | 1 $ 20,000 | $20,145 | $168,435 |
| **7** | **Final Deliverables** | | | | | | | | | | | | | | | | | | 7 | | | | | |
| 7.a | Final Safety Action Plan (including graphics & ADA remediation) | 8 | 16 | 24 | | 8 | 50 | 16 | | 4 | 16 | | 2 | 4 | 2 | | | 150 | $ 25,394 | | | | | $ - | |
| 7.b | Progress and Transparency Methodology/Approaches | 4 | 12 | 16 | 32 | 8 | 8 | | | | | | | | 2 | | | 82 | $ 12,280 | | | | | $ - | |
| 7.c | Final Reporting Activities | 1 | 4 | 8 | | | | | | | | | | | | | | 13 | $ 1,931 | | | | | $ - | |
| | Task Subtotal | 13 | 32 | 48 | 32 | 16 | 58 | 16 | | 4 | 16 | | 2 | 4 | 4 | | | 245 | $ 39,605 | $ - | $ - | $ - | $ - | $ - | $39,605 |
| **8** | **Additional Tasks** | | | | | | | | | | | | | | | | | | 8 | | | | | |
| 8.a | Project Grant Support (if selected by City) | 4 | 8 | 2 | | | | | | 8 | | 32 | 6 | | 1 | | | 61 | $ 12,392 | | | | | $ - | |
| | Task Subtotal | 4 | 8 | 2 | | | | | | 8 | | 32 | 6 | | 1 | | | 61 | $ 12,392 | $ - | $ - | $ - | $ - | $ - | $12,392 |
| | | | | | | | | | | | | | | | | | | | TOTAL FEE | | | | | | |
| | GRAND TOTAL LABOR HOURS & COSTS | 305 | 400 | 380 | 140 | 186 | 132 | 108 | 100 | 120 | 210 | 44 | 56 | 122 | 47 | 40 | 10 | 2400 | $ 415,875 | | | | | | |
| | GRAND TOTAL EXPENSES | | | | | | | | | | | | | | | | | | $ 24,124 | $ 399 | $1,225 | $2,500 | $ 20,000 | $24,124 | |
| | GRAND TOTAL ESTIMATED COST and FEE | | | | | | | | | | | | | | | | | | $439,999 | | | | | | $439,999 |

# Summary

HDR's approach provides Cottage Grove with a clear, end-to-end pathway for developing and delivering a Safe System-based Safety Action Plan that is actionable, data-driven, and ready for implementation. Our team will guide the City through a structured process that begins with strong project management, agency coordination, and leadership alignment, and is supported by meaningful, community-centered engagement. **We combine rigorous safety analysis—including crash trends, systemic risk factors, and a customized High-Injury Network—with direct public and stakeholder input so that recommendations reflect both data and lived experience.** This foundation informs a prioritized set of strategies and projects, including near-term, cost-effective improvements and targeted demonstration projects that allow the City to test solutions, measure effectiveness, and build momentum for implementation. We will deliver all of this through a GIS database built so that the City can easily update the data and results.

HDR offers exceptional value through our local safety planning experience with a national bench of additional safety experts to tap into as needed, and our proven ability to turn planning into action. Our staff bring hands-on expertise from MnDOT, local safety planning efforts, and demonstration project delivery, allowing us to move seamlessly from analysis to implementation. We prioritize clear communication, high-quality visuals, and practical tools—such as project sheets, prioritization frameworks, and progress tracking dashboards—to support decision-making and long-term success. The final Safety Action Plan will not only meet all SS4A requirements but will also position Cottage Grove to secure future funding and advance safety improvements efficiently. **With a strong focus on collaboration, clarity, and results, HDR is uniquely equipped to deliver a plan that is both visionary and implementable, providing lasting safety benefits for the community.**

# EXHIBIT E

Short Elliott Hendrickson Inc. Proposal

PROPOSAL FOR PROFESSIONAL SERVICES

# Safe Streets and Roads for All (SS4A)

***Clear priorities. Real projects. Safer streets – delivered.***

Building a Better World for All of Us®

**JUNE 24, 2026 | CITY OF COTTAGE GROVE, MINNESOTA**

Paul Sponholz, PE, City Engineer
psponholz@cottagegrovemn.gov

Dear Mr. Sponholz and Members of the Selection Committee:

Cottage Grove is balancing continued growth with the need to improve safety across the City's transportation system – particularly along busy corridors, near schools, and in areas where access gaps make it difficult for people to walk, roll, or bike safely. With SS4A funding awarded, the City has **a timely opportunity to translate these challenges into clear priorities and practical improvements** that reduce serious crashes and support safer everyday travel.

SEH is excited to partner with you on this effort! We bring a growing portfolio of SS4A work – spanning both planning and implementation – and **a team focused on connecting analysis, community input, and real-world solutions.** That approach is strengthened through our partnership with Toole Design, who bring a national SS4A portfolio and are exclusive to our team for this project, and AMKA Safety, a valued partner we have worked with on demonstration projects, providing durable, quick-build solutions that help communities test and advance improvements.

Just as important, we bring a long-standing relationship with the City of Cottage Grove and an understanding of how your projects move forward – from planning through design and implementation. We will approach this work with that in mind, developing **a Safety Action Plan that serves as a practical tool for decision-making, project development, and future funding.**

We appreciate the opportunity to continue working with the City and look forward to supporting you in delivering a plan that reflects your priorities and serves the Cottage Grove community for years to come. Thank you for considering the SEH team for this important work!

Sincerely,

**Mark Nolan** AICP
**Project Manager**

**Chad Setterholm** PE (MN)
**Principal, Project Advisor/Quality Manager**


Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
651.490.2000 | 800.325.2055 | 888.908.8166 fax | **sehinc.com**
SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



**Prime Consultant**

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

**Contact**

Mark Nolan AICP | Project Manager
612.255.4042
mnolan@sehinc.com

**Partner Firms**

Toole Design
AMKA Safety


***This proposal will remain valid for a period of not less than 60 days from the date of submittal.***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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

COTTG 191959


***SEH hereby acknowledges receipt of Addendums 1 and 2.***

# Project Understanding

Cottage Grove is growing and changing, with increasing demand on its transportation system from residents, businesses, and visitors. Highway 10/61 and key local collectors carry more traffic each year, while expanding neighborhoods and destinations are adding new walking and bicycling needs. At the same time, the City is working to reduce crashes and improve safety for all roadway users.

These needs are especially apparent along corridors like 80th Street, where pedestrian crossings are challenging across wider sections, and along Mississippi Boulevard, where high speeds are a concern. In other areas, particularly in older neighborhoods developed in the 1960s and 70s and along roadways like Hadley Avenue, limited or missing sidewalks and gaps in the trail system affect how people safely access parks, schools, and nearby destinations.

We also recognize the importance of addressing safety in areas experiencing new development in the southwest part of the City, where construction traffic and changing travel patterns are creating new concerns that should be reflected in both the analysis and near-term improvements.

With SS4A funding in place, Cottage Grove has an opportunity to take a clear step forward, building a Safety Action Plan that not only meets federal requirements, but sets up real, fundable projects to improve safety within the City. The plan will need to balance a citywide, data-driven approach with visible, near-term improvements that demonstrate what works and build momentum.

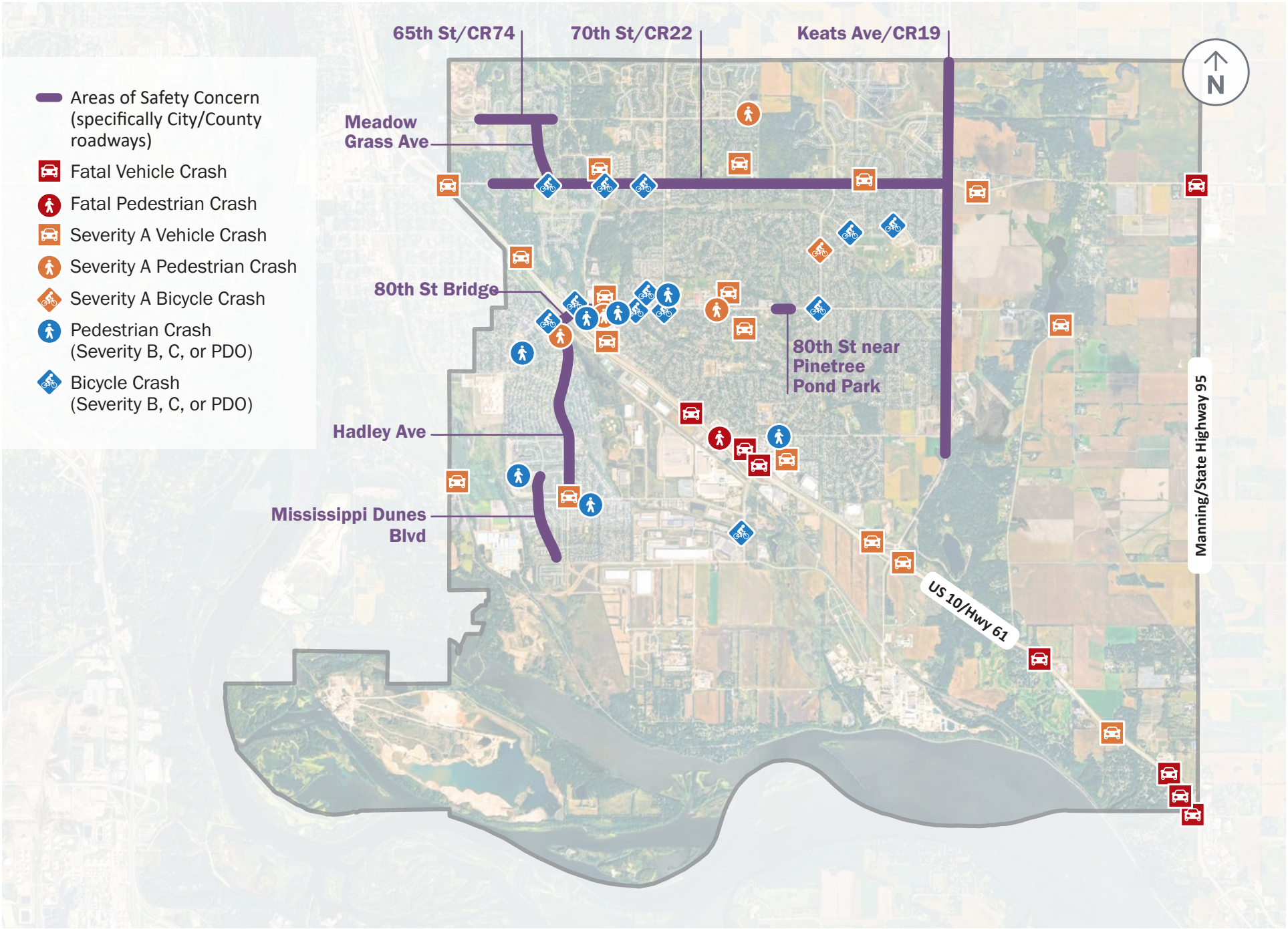
This effort requires coordination across several agencies and systems. Many of the City's higher-risk corridors include Washington County and MnDOT facilities, and recommendations will need to align with those partners and reflect how projects will realistically move forward.

We understand the City is looking for a consultant who brings both technical leadership and strong communication skills to lead collaboration efforts with stakeholder and the public. Our team is ready to lead the analysis, help guide decision-making, and work closely with City staff, agencies, and the community so the final plan reflects local priorities and can be readily implemented.

*Hadley Avenue is a residential major collector with limited pedestrian crossing opportunities.*

## GOALS

- ✔ Develop a clear, compliant Safety Action Plan that meets SS4A requirements and is ready for public posting and reporting
- ✔ Identify practical strategies that reduce fatal and serious injury crashes across the system for all users
- ✔ Deliver a prioritized, fundable set of improvements tied to costs, timelines, and implementation pathways
- ✔ Advance one or more demonstration projects that show results and help guide future investments
- ✔ Engage the community in a way that builds understanding, trust, and support for the plan


Areas of Safety Concern (specifically City/County roadways)
Fatal Vehicle Crash
Fatal Pedestrian Crash
Severity A Vehicle Crash
Severity A Pedestrian Crash
Severity A Bicycle Crash
Pedestrian Crash (Severity B, C, or PDO)
Bicycle Crash (Severity B, C, or PDO)
65th St/CR74
70th St/CR22
Keats Ave/CR19
Meadow Grass Ave
80th St Bridge
80th St near Pinetree Pond Park
Hadley Ave
Mississippi Dunes Blvd
US 10/Hwy 61
Manning/State Highway 95
N

# Project Team, Qualifications, Experience, and Availability

Our team brings practical experience delivering safety-focused transportation plans in communities facing similar challenges to yours – from high-speed corridors to limited pedestrian infrastructure. We combine strong technical expertise with clear engagement and a focus on solutions that can be implemented and funded, supported by a team that is available and ready to deliver for Cottage Grove.

## Team Composition and Roles

**City of Cottage Grove**
Paul Sponholz, PE, City Engineer

**MANAGEMENT TEAM**

**Mark Nolan** AICP
Project Manager, SEH

**Chad Setterholm** PE
Quality Manager, SEH

**PROJECT TEAM**

**Chelsea Moore-Ritchie** AICP
Safety Action Plan Lead, SEH

**Justin Anibas** PE, PTOE, RSP1
Safety Analysis Lead, SEH

**Leo Johnson** PE
Safety Analysis Support, SEH

**Mitch Coffman** AICP
Analysis, Planning, and Policy Lead, Toole Design

**Tom Natwick** PE
Engineering Lead, Toole Design

**Adrian Diaz** AICP
Community Engagement, SEH

**Erin Jordan** PE, RSP1
Demonstration Project Lead, SEH

**Bocar Kane**
Demonstration Project Advisor, AMKA Safety

**Jaz Warren** WELL AP
Visualization Lead, Toole Design

**Nate Day** AICP, NCI
Public Policy, SEH

### Mark Nolan AICP

Project Manager | SEH | 30% Available

30 YEARS OF EXPERIENCE

Mark is a senior project manager with extensive experience in multimodal transportation, urban design, urban planning, and civil engineering. He has led urban, suburban, and regional planning and design projects from the project need and conception phase through contract execution, meeting facilitation, and report preparation. Mark possesses a wealth of expertise in grant writing and implementing transit and non-motorized transportation projects. He has managed large, complex urban and transportation planning projects. Mark's projects have incorporated aspects of land use planning, real estate market analysis, architecture, landscape architecture, and transportation planning.

#### EXPERIENCE

- Woodlane Drive Corridor Study – Woodbury, MN | Project Manager
- Williams Drive Corridor Study – Burnsville, MN | Project Manager and Lead Planner
- Downtown Mobility and Parking Study – White Bear Lake, MN | Project Manager and Lead Planner
- Comprehensive Plan – New Ulm, MN | Project Manager
- Comprehensive Plan – Waite Park, MN | Project Manager
- Maintenance Planning for Ped/Bike Facilities within MnDOT's Right-of-Way - Pilot Project – MnDOT Metro | Project Manager
- MN 36 Multimodal Planning Study – MnDOT Metro | Senior Planner and Concept Development Lead
- Citywide Trails Master Plan – Henderson, MN | Project Manager and Lead Planner

## Chad Setterholm PE

Project Advisor/Quality Manager | SEH | 30% Available

Chad is a project manager and client service manager with extensive experience in a variety of municipal engineering and pavement management projects. His responsibilities include the preparation of feasibility studies, preliminary and final design, cost estimating, construction observation, and pavement condition analysis. Chad's project types include reconstruction projects, site development and grading, water main, sanitary sewer, storm sewer, and street construction. **Chad has led or contributed to more than 30 projects for the City of Cottage Grove over his time at SEH** and is committed to delivering an excellent final product for the City.

### EXPERIENCE

- 100th Street S. Utility Design – Cottage Grove, MN
- High Zone Water Main – Cottage Grove, MN
- Grand Trunk Water Main Improvements Design/Construction – Cottage Grove, MN
- Goodview Avenue Water Main Extension Design/Construction – Cottage Grove, MN

## Chelsea Moore-Ritchie AICP

Safety Action Plan Lead | SEH | 20% Available

As a multimodal transportation planner, Chelsea has worked with cities, counties, and consulting firms to deliver quality analysis and recommendations on projects ranging from Safety Action Plans and research to large scale corridor studies. Her experience spans the state – from the Twin Cities metro to the Twin Ports and Iron Range regions – to deliver safety analysis and recommendations in a variety of contexts. She is a skilled facilitator, leading meaningful PMT participation to advance projects towards consensus and the selection of preferred alternatives and implementation plans.

### EXPERIENCE

- SS4A Comprehensive Safety Action Plan – Saint Louis Park, MN
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- Citywide Speed Study – St. Louis Park, MN
- Citywide Speed Limit Research – St. Louis Park, MN
- Guide for Establishing School Zone Speed Limits – MnDOT Statewide
- MN 36 Multimodal Planning Study – MnDOT Metro

## Justin Anibas PE (MN), PTOE, RSP1

Safety Analysis Lead| SEH | 30% Available

Justin is a professional engineer with experience in safety analysis, traffic operations analysis, and noise analysis. This specialized skill set has been a valuable asset in helping multiple communities plan for multimodal roadway network and capacity modifications. Through his work on other Safety Action Plans, Justin has helped other communities understand existing crash trends and determine where safety improvements are most needed to reduce fatal and serious injury crashes.

### EXPERIENCE

- SS4A Comprehensive Safety Action Plan – Saint Louis Park, MN
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- SS4A Comprehensive Safety Action Plan – Kenosha County, WI
- SS4A Safety Action Plan – East Chicago, IN
- MN 36 Multimodal Planning Study – MnDOT Metro

## Leo Johnson PE

Safety Analysis Support | SEH | 30% Available

Leo is a professional engineer with experience in traffic operations and safety analysis and traffic design. Leo has used MnDOT's Crash Mapping Analysis Tool (MnCMAT2) to complete several community-wide crash analyses to identify and understand existing crash trends.

### EXPERIENCE

- SS4A Comprehensive Safety Action Plan – Saint Louis Park, MN
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- Citywide Speed Limit Study – St. Louis Park, MN
- 70th Street Safe Routes to School (SRTS) – Richfield, MN

## Mitch Coffman AICP

Analysis, Planning, and Policy Lead | Toole Design | 30% Available

Mitch is a principal planner with both public and private sector experience in a broad range of planning disciplines and projects. He draws on his diverse experience to integrate planning efforts into the fabric of each unique space and place. His efforts lead to inclusive and feasible plans with clear direction for implementation. Mitch specializes in transportation, bicycle, pedestrian, and

land use planning as well as policy, design guidance, GIS, and community engagement.

### EXPERIENCE

- SS4A Safety Action Plan – Red Wing, MN
- SS4A Safety Action Plan – River Falls, WI
- Multimodal Transportation Action Plan – Norfolk, NE
- SS4A Safe and Equitable Mobility Action Plan – Edina, MN

## Tom Natwick PE

Engineering Lead | Toole Design | 30% Available

Tom is a professional engineer with a multidisciplinary background in civil transportation design and expertise in multimodal street and trail design. He specializes in design and management of projects that involve multimodal design, street reconstruction, green infrastructure, complex urban bikeways, and safety improvements. Tom leverages his all-around experience in transportation from projects involving light rail, transit, stormwater management, site development, and utilities design to deliver a holistic approach to transportation design. He is committed to advancing best and emerging practices in multimodal design, bikeway design, and making a positive difference in communities.

### EXPERIENCE

- SS4A Safety Action Plan (Saint Cloud APO) – Saint Cloud, MN
- Connecting Downtown Rochester – Rochester, MN
- Cedar Avenue Reconstruction (with SEH) – Minneapolis, MN

## Adrian Diaz AICP

Community Engagement | SEH | 35% Available

Adrian is a transportation planner and engagement specialist who brings experience designing innovative engagement materials, facilitating in-person and virtual workshops, and leading large-scale communication efforts. As a multilingual member of our team, he has led and facilitated dozens of engagement campaigns that focused on reaching diverse community groups and bringing historically excluded voices to the table. Using his transportation planning background, Adrian has worked on multimodal plans that analyze local transportation networks and provide long-term solutions to better serve all community members.

### EXPERIENCE

- SS4A Comprehensive Safety Action Plan – Saint Louis Park, MN
- SS4A Grant Assistance and Safety Action Plan Development – East Chicago, IN
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- SS4A Grant Application – Burnsville, MN

## Erin Jordan PE (MN), RSP1

Demonstration Project Lead | SEH | 20% Available

Erin is a traffic engineer who works alongside communities to plan, design, and implement safe and comfortable roadway, pedestrian, and bicycle facilities in urban settings. She has a passion for active transportation projects that meet community goals and policies and has gained an appreciation for the importance of connecting the needs of a project through collaboration with clients and local stakeholders with creative and viable solutions. Erin has a solid understanding of how to execute a design process that balances agency priorities and project needs with feasible solutions.

### EXPERIENCE

- SRTS Demonstration Projects – MnDOT Statewide
- SS4A Comprehensive Safety Action Plan – Saint Louis Park, MN
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- Downtown Mobility and Parking Study – White Bear Lake, MN
- SS4A Comprehensive Safety Action Plan – Blair, NE

## Bocar Kane

Demonstration Project Advisor | AMKA Safety | 20% Available

Bocar has extensive training in manufacturing, continuous improvement and servant leadership. Combined with his strong work ethic and deep involvement in the local Minnesota community, he always goes above and beyond to deliver unmatched services, unparalleled products, and exceptional value to customers at the city, county, and state levels to help them achieve their goals. .

### EXPERIENCE

- East 34th Street Bikeway SRTS Demonstration Project – Minneapolis MN
- SRTS Demonstration Project – Warren, MN
- SRTS Demonstration Project – Burnsville, MN
- Big Lake Road SRTS Demonstration Project (MnDOT and Fond du Lac Band of Lake Superior Chippewa) – Carlton County, MN

- SRTS Demonstration Project – Shakopee, MN
- Quickbuild Projects – Maple Grove, MN
- High Speed Lane Conversion – Plymouth, MN

**Jaz Warren** WELL AP

Visualization Lead | Toole Design | 30% Available

Jaz is a Minneapolis-based urban designer and planner with a focus on climate resilience, equity, and engagement. She strives to elevate historically excluded voices of the community, not only by facilitating engaging and inclusive activities and events, but also by employing equity analyses and developing participant analyses to understand gaps in planning practices and outreach. Jaz is intentional about how to conduct engagement with the public and stakeholders, incorporate feedback into various phases of the project, and developing community-informed design. She is passionate about creating a vibrant, resilient, people-centered public realm that serves the needs of the community.

### EXPERIENCE

- SS4A Safety Action Plan – Red Wing, MN
- Downtown Wayfinding and Streetscape Framework – Golden Valley, MN
- SS4A Safety Action Plan – Bloomington, IN

**Nate Day** AICP, NCI

Public Policy | SEH | 20% Available

Nate is an experienced transportation planner and project manager with an 18-year background specializing in multimodal planning, environmental documentation, and grant-funded initiatives. He has led or been involved in multiple SS4A- focused projects, corridor studies, and transportation plans that required robust community engagement and close coordination with local and regional partners.

### EXPERIENCE

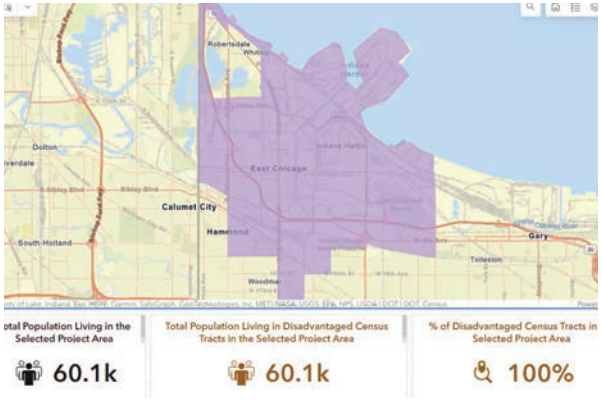
- SS4A Grant Assistance and Comprehensive Safety Action Plan – St. Louis Park, MN
- SS4A Grant Assistance and Safety Action Plan – Kenosha County, WI
- SS4A Grant Assistance and Safety Action Plan – East Chicago, IN
- SS4A Grant Assistance and Safety Action Plan – Lee, FL
- SS4A Safety Action Plan – Marinette County, WI
- SS4A Grant Assistance – Highland, IN
- SS4A Grant Assistance – Oneida and Burnett Counties, WI
- SS4A Grant Assistance – Munster, IN

**CLICK HERE** to learn how SS4A funding can support safer communities – featuring Nate Day.

## Similar Experience

### SS4A Grant Application and Safety Action Plan

**EAST CHICAGO, IN**




The City of East Chicago first hired SEH's funding team to prepare an SS4A application in 2022. The team was successful in obtaining funding and began preparing the City's first Safety Action Plan as soon as the FHWA grant agreement was secured.

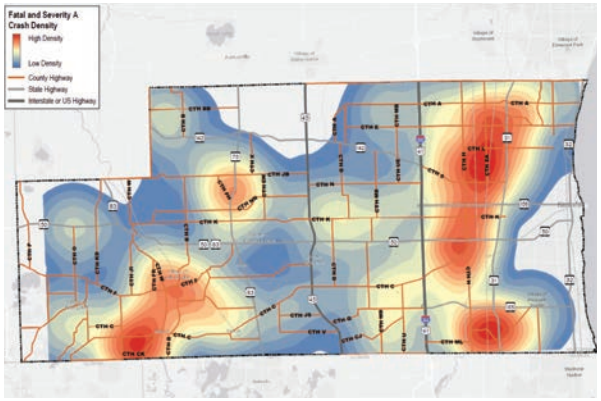
The SEH team got to work preparing a Safety Action Plan that would set the City up for the next round of SS4A implementation funding. Following the eight required components of the Safety Action Plan, East Chicago leadership and residents identified locations throughout the City experiencing significant safety issues, determined strategies for improvement, and prioritized projects for future implementation. ***Key Personnel: Nate Day, Adrian Diaz, Justin Anibas***

Interested in learning more?

**Click here to read the completed plan**

## SS4A Grant Application and Safety Action Plan

KENOSHA COUNTY, WI




**SEH** provided assistance to Kenosha County to prepare an SS4A federal grant program application for submission to the USDOT to support the National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.

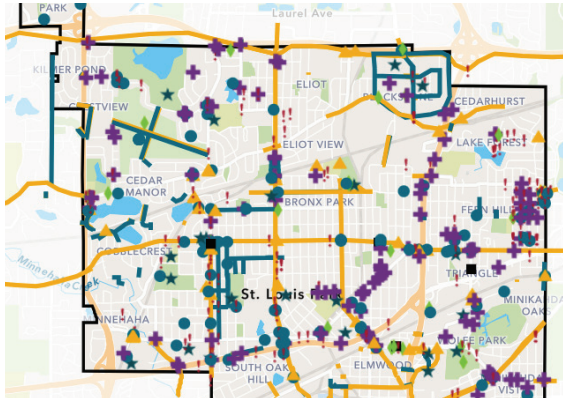
Once funding was secured, the County hired SEH to complete their Transportation Safety Action Plan. The overarching goal was to help the County improve overall safety with a special focus on achieving Vision Zero on all County highways. The project analyzed the latest five years of crash data, along with extensive stakeholder and public involvement, and resulted in a priority list of safety improvement projects to support the County's goals to reduce fatal and severe crashes on their roadway system. ***Key Personnel: Nate Day, Justin Anibas***

**Interested in learning more?**

**Click here to read the completed plan**

## SS4A Comprehensive Safety Action Plan

ST. LOUIS PARK, MN




The **SEH** team developed a Comprehensive Safety Action Plan to reduce severe and fatal crashes in St. Louis Park. Using FHWA's Safe System Approach, the plan prioritizes vulnerable road users and supports the City's work to reduce disparities by engaging historically disadvantaged communities disproportionately affected by crashes.

A data-driven process was used to analyze crash trends, identify high-risk roadway features, and assess factors contributing to severe and fatal crashes. The project identifies a High Priority Safety Network and recommends strategies and projects including low-cost, high-impact safety treatments. ***Key Personnel: Nate Day, Adrian Diaz, Chelsea Moore-Ritchie, Justin Anibas, Leo Johnson, Erin Jordan***

## Multimodal Plan and Complete Streets Study

BURNSVILLE, MN

**SEH** assisted the City of Burnsville with developing guidelines for a safer and more inclusive transportation system for all users, especially those most vulnerable, and in doing so, engaged users across the City, prioritizing outreach to underrepresented populations.

The team analyzed existing safety conditions to inform implementation priority and led a robust engagement effort that included pop-ups, an online survey, webmap, and stakeholder advisory meetings.

With a goal of using an equity lens, the plan identified Priority Areas representing locations within both key equity areas and key demand areas. These locations were the focus of the recommendations process. ***Key Personnel: Adrian Diaz, Justin Anibas, Chelsea Moore-Ritchie, Erin Jordan, Leo Johnson***

## MnDOT Safe Routes to School (SRTS) Demonstration Projects

STATEWIDE, MN

**SEH** served as part of a larger team that included **AMKA Safety** to provide design and traffic engineering services for 13 SRTS demonstration projects across Minnesota. Over a three-year period, Erin Jordan led the design of quick-build improvements in rural and urban settings, including two-way bikeways, raised crosswalks, curb extensions, pedestrian enhancements, and circulation changes. These pilot projects allowed communities to test solutions and helped inform long-term investments.

AMKA Safety led cost estimating and material procurement and supported installation to advance designs aligned with Safe Routes to School Plans and Strategic Action Plans and improve safety for walking and biking for school communities. *Key Personnel: Erin Jordan, Justin Anibas, Bocar Kane*

## Maintenance Planning for Ped/Bike Facilities within MnDOT's Right-of-Way – Pilot Project

MNDOT METRO

**SEH** completed this project for MnDOT's Office of Transit and Active Transportation to identify opportunities to improve maintenance processes and safety outcomes for bikeways, trails, sidewalks, and other active transportation facilities in the Twin Cities metro. The project reviewed MnDOT policies and practices related to cost participation, maintenance responsibilities, project scoping, and needs identification. SEH supported engagement with public stakeholders, local agency staff, and MnDOT to better understand common maintenance and design challenges and opportunities for improvement. The work included nine case studies from throughout the metro area and a cost scenario survey of metro area agencies to document maintenance practices and winter maintenance cost tracking. Findings from the pilot study identified key themes and actionable opportunities to better support year-round walking, biking, and rolling. *Key Personnel: Mark Nolan, Adrian Diaz, Chelsea Moore-Ritchie*

## SS4A Comprehensive Safety Action Plan

RED WING, MN

**Toole Design** developed a Comprehensive Safety Action Plan for the City of Red Wing that follows SS4A guidelines and will be used to apply for SS4A implementation funding upon completion. Toole's work included a robust safety analysis, equity analysis, creation of a High Injury Network, assessment of crash risks, and development of project selection and strategy. *Key Personnel: Mitch Coffman, Jaz Warren*

### Additional Toole Design Experience

- SS4A Safety Action Plan – Willmar
- SS4A Safety Action Plan – Saint Cloud APO
- SS4A Safe and Equitable Mobility Action Plan – Edina
- SS4A Safety Action Plan – Shakopee
- MnDOT Demonstration Projects Evaluation – Statewide
- SS4A Implementation Grant Assistance – Minneapolis
- Vision Zero Action Plan – Minneapolis

# Work Plan – Project Approach

Our approach reflects what has worked in communities similar to Cottage Grove: combining strong technical work with early coordination, clear communication, and a focus on developing implementable, fundable solutions.

We think of this effort in four connected steps:

1. Understand what is happening and why
2. Prioritize where to act and what will make a difference
3. Deliver a plan the City can use right away
4. Implement demonstration projects at strategic locations to create clear, measurable outcomes that help guide future decisions

Throughout the project, we will apply the **Safe System Approach** to frame decisions and keep the focus on reducing severe crashes.

*Five Key Elements of the Safe System Approach (FHWA)*

## SAFE SYSTEM APPROACH

Championed by the Federal Highway Administration (FHWA), the Safe System Approach is a comprehensive framework with a goal to eliminate traffic fatalities and serious injuries on transportation facilities. SEH will apply this approach citywide, following the recommended principles and elements to guide your Safety Action Plan.

By integrating these principles, the County will be able to work towards a cohesive and interconnected network of streets that prioritizes safety, accessibility, and equity for everyone.

## TASK 1 – PROJECT MANAGEMENT

**Mark Nolan** will lead the project and serve as the City's primary point of contact. His role is to keep the project on track, coordinate the team, and maintain clear communication with City staff. Mark will facilitate bi-weekly check-ins with the City's project manager to share progress, discuss key tasks, critical path items, budget status, and schedule updates.

We will begin with a Project Management Plan (PMP) that outlines roles, schedule, communication, and decision points. Quality Manager **Chad Setterholm** will develop a project-specific Quality Management Plan (QMP) to confirm the accuracy and quality of all project deliverables. Regular coordination – through monthly Project Management Team (PMT) meetings and focused check-ins – will support timely decisions and steady progress.

**Our goal is to operate as an extension of City staff, providing clear direction, anticipating needs, and keeping the project moving forward without added burden.**

## TASK 2 – AGENCY COORDINATION

Many of the City's safety challenges occur on corridors owned or influenced by Washington County and MnDOT. Early coordination with these agencies will be critical to developing recommendations that can realistically move forward. This includes corridors such as Keats Avenue and 70th Street, where County involvement will be key to addressing known safety concerns and advancing improvements such as the enhanced or grade-separated crossings currently being studied.

Led by **Mark Nolan**, SEH will:

- Facilitate monthly PMT meetings and prepare clear, decision-focused materials
- Coordinate directly with partner agencies on data, constraints, and opportunities
- Support presentations to City Council and commissions at key milestones

Because we know collaboration is critical to a successful Safety Action Plan, we also recommend and are ready to help facilitate

up to four (4) Technical Advisory Committee (TAC) meetings. The TAC will consist of interdepartmental City staff (such as planning, engagement, police, and fire) as well as MnDOT, Washington County, and FHWA representatives. This is the group that may be responsible for carrying forward action items and demonstration projects recommended by the plan. Their collaboration, connection, and buy-in throughout the process will help ensure that action continues beyond the planning process.

## TASK 3 – POLICY AND LEADERSHIP COMMITMENT

A strong Safety Action Plan is supported by clear policy direction. Central to this effort is the development of a comprehensive set of goals, objectives, and performance measures that articulate a vision of zero roadway fatalities. We will work with City staff to develop a practical framework that reinforces Safe System principles and aligns with SS4A, Complete Streets, ADA, MnDOT, and MN MUTCD guidance. This effort focuses on making safety part of everyday decision-making – from capital planning to project development – rather than a standalone initiative.

Led by **Nate Day**, the SEH team will assist with creating language that supports this endeavor and lead up to two workshops to gain consensus with elected officials and key City staff.

## TASK 4 – PUBLIC ENGAGEMENT

Our team is committed to facilitating inclusive, transparent community engagement aligned with the City of Cottage Grove's engagement objectives. Our approach prioritizes accessibility, diversity, and equity, making sure all stakeholders have a voice and understand how their input shapes project outcomes.

*In-person public workshops will invite participants to share their ideas and concerns about safety in Cottage Grove.*

Led by **Adrian Diaz**, our team will conduct an engagement campaign that meets people where they are, addresses participation barriers, and reflects local context. Throughout the process we will maintain transparency about what we have heard, what we recommend and why, using simple visuals to explain complex ideas.

Key elements include:

- Two (2) in-person public workshops timed around key milestones
- A project website with mapping and input tools to gather feedback from those unable to attend in-person meetings
- Up to four (4) pop-up events at existing public events and busy community spaces
- Designing and distributing project flyers, social media content, press releases, and targeted mailers (City will handle mailing distribution) to promote the project, announce engagement opportunities, and highlight key milestones

We will provide focused outreach in areas where traditional engagement may be limited, including in neighborhoods without sidewalks or with known school access concerns, and along corridors where recent complaints or safety concerns have been raised.

Our team will prepare engagement summaries after each round of outreach, documenting what we heard from participants and key themes. Summaries will be shared with City staff, agency stakeholders, and the public to maintain transparency throughout the process.

## TASK 5 – SAFETY ANALYSIS

The safety analysis will establish a clear, data-driven understanding of where crashes are occurring and what factors are contributing to them. In addition to systemwide trends, we will take a close look at corridors and locations identified by the City during discussions – such as school access points near Keats Avenue and Indian Boulevard, crossing challenges along 80th Street, and community-reported speeding concerns – to ground the analysis in local experience as well as data.

Led by **Justin Anibas** and **Mitch Coffman**, safety analysis tasks will include:

- Reviewing crash history, roadway characteristics, and travel patterns
- Developing a High-Injury Network (HIN) using the sliding window approach to focus attention on the most critical areas, which is particularly useful in conversation with County and state partners
- Conducting targeted reviews of higher-risk locations separated by travel mode and roadway owner
- Overlaying demographic information to understand who is most affected by severe crashes, which will be used to inform prioritization criteria

Beyond identifying problem locations, we will look for systemic patterns that correlate with increased prevalence of fatal and serious injury crashes – such as roadway types, context, speeds, demographics, or design features – that can be addressed across the network.

This combination of location-based and systemic analysis allows the City to make both targeted and citywide improvements.

## TASK 6 – IMPLEMENTATION PLAN

The implementation plan translates analysis and input into a clear set of actions the City can take. This includes both longer-term capital improvements and interim strategies, such as striping, delineators, or quick-build pedestrian treatments, to address safety needs in the near term while larger solutions are developed

Each recommendation will include:

- A concise description of the improvement
- The safety issue it addresses
- Order-of-magnitude cost
- Proposed timing and implementation pathway

Led by **Chelsea Moore-Ritchie**, the implementation plan will organize these into short-, mid-, and long-term actions to support both quick wins and longer-term investment decisions. In addition to roadway projects, the team will develop non-infrastructure recommendations such as City process modifications, educational campaigns, safety audits, before and after studies, City vehicle fleet safety enhancements, and first responder/post-crash care enhancements.

We will also develop an Action Item Matrix based on best practices from FHWA, AASHTO, NACTO, and other agencies, that will help the City quickly understand priorities, responsibilities, and next steps.

### DEMONSTRATION PROJECTS

Demonstration projects offer an innovative, cost-effective way to build consensus, engage stakeholders, and showcase the safety and mobility benefits of infrastructure improvements.

**Erin Jordan** will lead this task, applying her skills with planning and implementing demonstration projects across Minnesota. We have strategically partnered with **Toole Design** to lead concept development and **AMKA Safety** to offer unique expertise in recommending materials and products, providing accurate cost estimates, developing traffic control plans, and identifying challenges of field implementation and maintenance.

The demonstration projects task will include:

- Identifying candidate locations based on safety need and visibility
- Engaging necessary stakeholders to provide an inclusive process and coordinate logistics
- Recommending materials and strategies
- Developing concept layouts and cost estimates and coordinating approvals
- Developing installation plans and conceptual traffic control plans
- Supporting installation and outreach
- Collecting before and after traffic data and documenting results to guide future investment priorities and strategies
- Developing a removal plan

Potential demonstration locations may include corridors such as Mississippi Boulevard or targeted pedestrian crossings along 80th Street, where near-term improvements could address known concerns while testing longer-term investment strategies. The number, scale, and duration of projects will be defined with the City, informed by available budget and seasonal considerations.

Where appropriate, we will explore use of durable, quick-build materials and products alongside AMKA Safety, which has supported similar demonstration efforts with modular traffic safety elements that are well suited for pilot installations.

## TASK 7 – FINAL PLAN AND REPORTING

Led by **Chelsea Moore-Ritchie**, the final Safety Action Plan will bring together technical findings, community input, and implementation strategies into a single, easy-to-use document.

It will include:

- Safety analysis results and key findings
- Engagement summary and themes
- Prioritized recommendations with graphics and maps
- Demonstration project results
- A framework for tracking progress over time that is clear and transparent

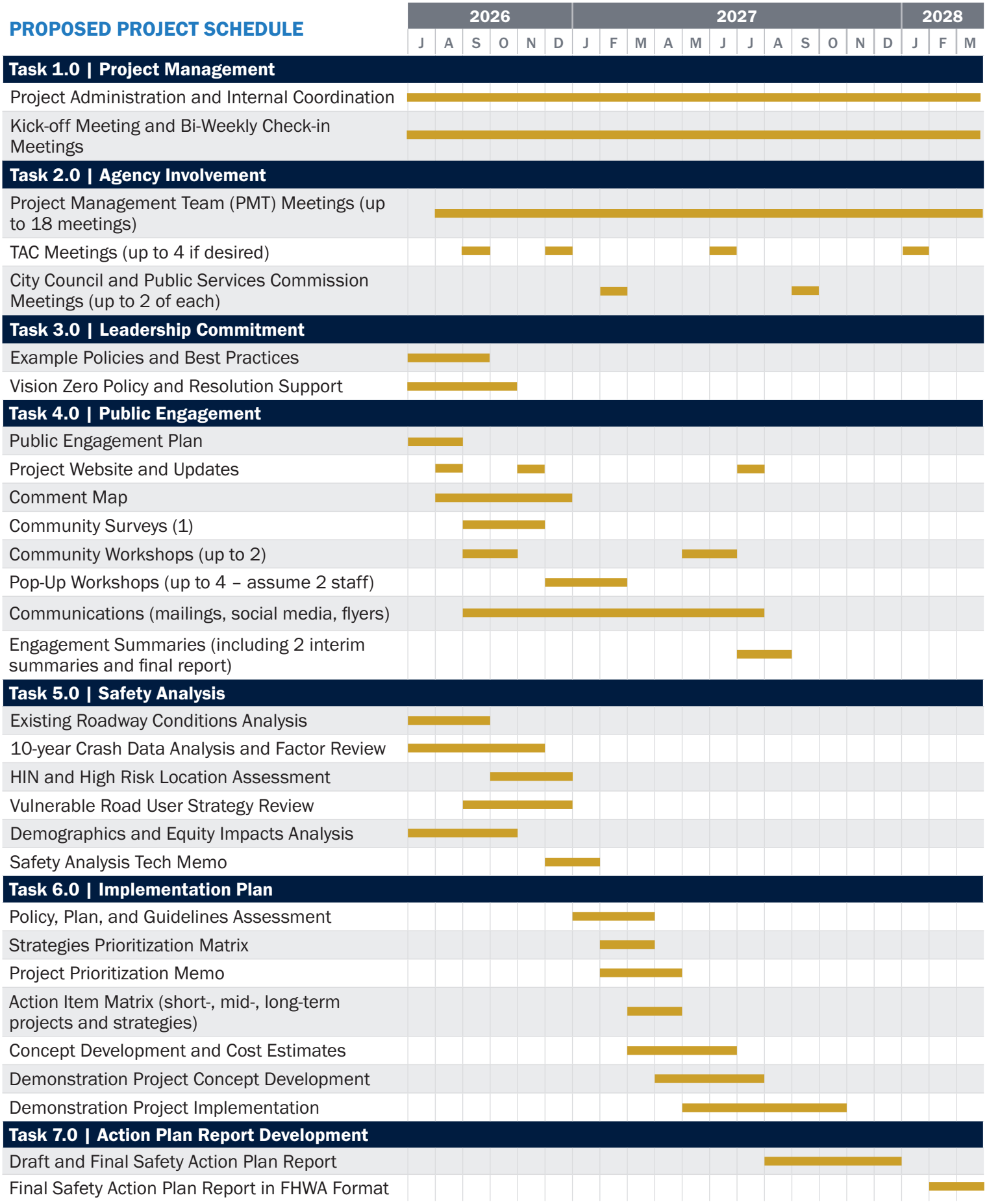
We will provide tools – such as GIS data and reporting templates – that help the City maintain momentum after adoption. In addition, we will create visualizations to clearly communicate novel concepts to the general public or design intent to more technical staff, depending upon the needs discovered during the planning process.

### OUTCOMES

**A successful SS4A project will deliver:**

- **A clear, compliant Safety Action Plan ready for adoption and future funding**
- **A prioritized, fundable set of improvements**
- **Demonstration projects with measurable results**
- **Broad understanding and support across the community**
- **Practical tools the City can continue to use into the future**

## PROPOSED PROJECT SCHEDULE



# Cost Proposal

| TASK DESCRIPTION | Project Manager – Nolan | Project Advisor/QM – Setterholm | Public Policy Lead – Day | Public Engagement Lead – Diaz | Safety Analysis Lead – Anibas | Safety Action Plan Lead – Moore-Ritchie | Demo Project Lead – Jordan | Transportation Planner – Andera | Safety Analysis Support – Johnson | GIS Analyst –Schwarz | Project Accountant – Miller | Analysis/Planning/ Policy Lead – Cofman | Engineering Lead – Natwick | Visualization Lead – Warren | Planner – Washington | Engineering III – Jung | Project Lead – Kane | Project Lead | Project Coord./ Installer | Total Hours | Expenses | Fee Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1.0 \| Project Management** | | | | | | | | | | | | | | | | | | | | | | |
| Admin/Coordination | 26 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 74 | - | $13,634 |
| Project Meetings | 48 | 0 | 4 | 10 | 10 | 28 | 4 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 144 | - | $28,974 |
| *Total Task 1.0* | *74* | *8* | *4* | *10* | *10* | *28* | *4* | *0* | *0* | *0* | *30* | *50* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *218* | - | *$42,608* |
| **Task 2.0 \| Agency Involvement** | | | | | | | | | | | | | | | | | | | | | | |
| PMT/TAC Meetings | 57 | 0 | 0 | 12 | 12 | 30 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 115 | - | $23,246 |
| City Council/Public Services Commission Mtgs | 12 | 0 | 0 | 0 | 0 | 12 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | - | $5,348 |
| *Total Task 2.0* | *69* | *0* | *0* | *12* | *12* | *42* | *0* | *8* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *143* | - | *$28,594* |
| **Task 3.0 \| Leadership Commitment** | | | | | | | | | | | | | | | | | | | | | | |
| Example Policies and Best Practices | 2 | 0 | 6 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | - | $2,702 |
| Vision Zero Policy and Resolution Support | 4 | 0 | 8 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | - | $3,728 |
| *Total Task 3.0* | 6 | *0* | *14* | *0* | *0* | *2* | *0* | *8* | *0* | *0* | *0* | *5* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *35* | *$-* | *$6,430* |
| **Task 4.0 \| Public Engagement** | | | | | | | | | | | | | | | | | | | | | | |
| Public Engagement Plan | 2 | 0 | 0 | 6 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | - | $1,726 |
| In-Person Engagement | 28 | 0 | 0 | 52 | 0 | 10 | 0 | 56 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 162 | $1,500 | $28,136 |
| Online Engagement | 6 | 0 | 0 | 20 | 0 | 0 | 0 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | $500 | $8,508 |
| Summary Reports | 2 | 0 | 0 | 12 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | - | $3,210 |
| *Total Task 4.0* | *38* | *0* | *0* | *90* | *0* | *10* | *0* | *92* | *0* | *0* | *0* | *16* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *246* | *$2,000* | *$41,580* |
| **Task 5.0 \| Safety Analysis** | | | | | | | | | | | | | | | | | | | | | | |
| Existing Conditions/10-yr Crash Data Analysis | 6 | 0 | 0 | 0 | 62 | 34 | 0 | 6 | 60 | 14 | 0 | 5 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 203 | - | $33,546 |
| HIN and High Risk Location Assessment | 2 | 0 | 2 | 0 | 6 | 6 | 0 | 2 | 6 | 0 | 0 | 40 | 0 | 0 | 120 | 0 | 0 | 0 | 0 | 184 | - | $25,030 |
| Vulnerable Road User Strategy Review | 2 | 0 | 0 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 64 | - | $9,012 |
| Demographic and Equity Analysis | 4 | 0 | 0 | 0 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 12 | 40 | 0 | 0 | 0 | 0 | 80 | - | $11,644 |
| Safety Analysis Tech Memo | 2 | 0 | 0 | 0 | 20 | 12 | 0 | 20 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 74 | - | $11,516 |
| *Total Task 5.0* | *16* | *0* | *2* | *0* | *100* | *58* | *0* | *28* | *86* | *14* | *0* | *73* | *0* | *12* | *216* | *0* | *0* | *0* | *0* | *605* | - | *$90,748* |
| **Task 6.0 \| Implementation Plan** | | | | | | | | | | | | | | | | | | | | | | |
| Safety Strategies - Policy, Plan, Guidelines, and Matrix | 4 | 0 | 4 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 70 | - | $10,248 |
| Project Prioritization Matrix, Concepts, Visualizations, and Memo | 10 | 0 | 0 | 0 | 32 | 36 | 6 | 20 | 6 | 4 | 0 | 38 | 14 | 90 | 152 | 104 | 0 | 0 | 0 | 512 | - | $78,050 |
| Demonstration Project Concepts and Cost Estimates | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 50 | 0 | 0 | 0 | 90 | - | $17,460 |
| Demonstration Project Design, Coordination, and Implementation | 0 | 0 | 0 | 0 | 4 | 6 | 70 | 12 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 30 | 40 | 234 | $45,000 | $91,470 |
| Demonstration Project Documentation | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 70 | - | $10,940 |
| *Total Task 6.0* | *14* | *0* | *4* | *0* | *40* | *46* | *130* | *72* | *38* | *4* | *0* | *52* | *30* | *90* | *192* | *154* | *40* | *30* | *40* | *976* | *$45,000* | *$208,168* |
| **Task 7.0 \| Action Plan Report Development** | | | | | | | | | | | | | | | | | | | | | | |
| Draft and Final Safety Action Plan Report | 16 | 2 | 4 | 8 | 14 | 36 | 0 | 56 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 136 | | $21,610 |
| *Total Task 7.0* | *16* | *2* | *4* | *8* | *14* | *36* | *0* | *56* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *136* | - | *$21,610* |
| Total Hours | 233 | 10 | 28 | 120 | 176 | 222 | 134 | 264 | 124 | 18 | 30 | 196 | 30 | 102 | 408 | 154 | 40 | 30 | 40 | 2,359 | $47,000 | |
| 2026 Billing Rate | $234 | $280 | $201 | $172 | $181 | $174 | $214 | $113 | $154 | $169 | $113 | $192 | $264 | $155 | $110 | $162 | $281 | $206 | $150 | | | |
| **Not-to-Exceed Total Cost** | $54,522 | $2,800 | $5,628 | $20,640 | $31,856 | $38,628 | $28,676 | $29,832 | $19,096 | $3,042 | $3,390 | $37,632 | $7,920 | $15,810 | $44,880 | $24,948 | $11,250 | $6,188 | $6,000 | | | **$439,738** |

Cost Assumptions are listed on page 15. | Cost Proposal Key: SEH | Toole Design | AMKA Safety

**Hourly rates may be updated if work continues into years outside of original contract dates.*

# Summary

Cottage Grove is ready to move from identifying safety challenges to delivering visible, meaningful change. This project brings together citywide analysis, community input, and demonstration projects to reduce serious crashes and build support for long-term investment.

## WHAT YOU GAIN

- A practical Safety Action Plan – **clear priorities, costs, and next steps** aligned with SS4A requirements and in a public-friendly format
- Demonstration projects that show results – **measurable outcomes that inform final recommendations** and future funding decisions
- A **connected, implementable roadmap** – short-, mid-, and long-term actions supported by data, policy, and community buy-in
- **Ongoing tools and reporting support** – formats and data to help the City track progress and meet federal reporting needs

## WHY THIS TEAM?

### LOCAL INSIGHT, PROVEN RESULTS

- More than 20 years working in Cottage Grove and Washington County – we understand your system, partners, and how projects move forward

### DEPTH OF SS4A EXPERIENCE

- A combined portfolio of more than two dozen SS4A plans, grant efforts, and implementation projects across the Midwest and nationally

### DEMONSTRATION PROJECT LEADERSHIP

- Hands-on experience delivering quick-build projects that test ideas, build consensus, and generate defensible data to guide investment

### BUILT FOR THIS WORK

- **SEH** leads with strong local relationships and implementation focus
- **Toole Design** brings national best practices and leading multimodal expertise
- **AMKA Safety** supports constructible, durable pilot installations

### FOCUSED ON DELIVERY

We will operate as an extension of City staff – leading technical work, guiding decisions, and facilitating conversations with the public, City Council, and agency partners. Our focus is straightforward:

- **Turn data into decisions**
- **Turn ideas into testable projects**
- **Turn the plan into fundable, implementable improvements**

## THE VALUE

By selecting the SEH team, you gain a partner that already understands your community, brings proven SS4A delivery experience, and focuses on outcomes you can act on immediately. The result is a Safety Action Plan that not only meets requirements, but builds momentum toward safer streets across Cottage Grove.

***Clear priorities. Real projects. Safer streets – delivered.***

# Assumptions

- **Task 1:** Includes bi-weekly virtual progress meetings.
- **Task 2:** Includes up to 18 PMT meetings, up to 4 TAC meetings, 2 City Council meetings, and 2 Public Services Commission meetings.
- **Task 4:** Includes an online comment map, 1 community survey, up to 2 community workshops, and up to 4 pop-up events.
- **Task 6:** Assumes example project concepts for 2 major intersections with high-level cost estimates. Assumes 6 simple visualizations of project concepts Assumes 2 demonstration projects, including data collection, concept development, cost estimates, stakeholder coordination, project implementation, and documentation.
- **Task 7:** Final Safety Action Plan Report will be submitted in FHWA format.

# Terms and Conditions

SEH accepts the terms and conditions included in the City's Agreement for Professional Services (Exhibit A) without exception.

Cottage Grove
Where Pride and Prosperity Meet

# EXHIBIT F

SRF Consulting Proposal

# COTTAGE GROVE
# SAFE STREETS AND ROADS FOR ALL (SS4A)

June 24, 2026

SRF

3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416
763.475.0010
www.srfconsulting.com

June 23, 2026

Paul Sponholz, City Engineer
City of Cottage Grove
10875 Ideal Avenue South
Cottage Grove, MN 55016

**RE: PROPOSAL FOR SAFE STREETS AND ROADS FOR ALL (SS4A)**

Dear Paul Sponholz,and Members of the Selection Committee:

The intent of this study is to provide City of Cottage Grove staff with direction to set priorities for implementation of safety measures and piloting temporary demonstration roadway changes. It is clear that the city takes traffic safety seriously and has already started the process of identifying safety issues and locations to focus on.

We have assembled a team of **SRF Consulting Group, Inc.** (SRF) staff with a long history and high level of experience with development of Safety Action Plans. Since 2008, SRF has been preparing transportation safety plans across the Upper Midwest, especially in Minnesota. ***We have led 30 SS4A compliant Safety Action plans since 2022.*** SRF is proud to have a safety and research practice with dedicated staff. **Matt Knight**, a leader in this practice area, will be our team's project manager. **Renae Kuehl**, who leads our safety and research practice, will serve as the project director and an advisor to Matt and the team. **Dan McNiel** is the team engagement lead and has extensive experience with community engagement for SS4A projects. **Stacy Johnson** and **Tom Sachi** will lead demonstration project design, implementation and evaluation.

By hiring SRF, you will have a strong, experienced team leading the way. We will lighten your load, making the development of an SS4A-compliant plan straightforward and efficient. SRF will support the City in meeting all SS4A grant reporting requirements by providing timely, accurate data, summaries of activities, and documentation needed for quarterly performance and financial reporting. The City will remain responsible for submitting required reports to FHWA, with SRF providing ongoing coordination and support.

We realize that SRF has not had much experience working with the city in the past, and selecting our team may be outside your comfort zone. Hiring a firm with that can come in with a fresh perspective and ideas can be beneficial for a project of this nature. We encourage you to contact the references we provide in the proposal if you have questions about our experience.

Please feel free to contact Matt Knight at mknight@srfconsulting.com or 763.452.4729 with any questions or need for additional information.

Sincerely,

**MATT KNIGHT, AICP**
Project Manager

**RENAE KUEHL, PE, PTOE**
Senior Director/Authorized Signer

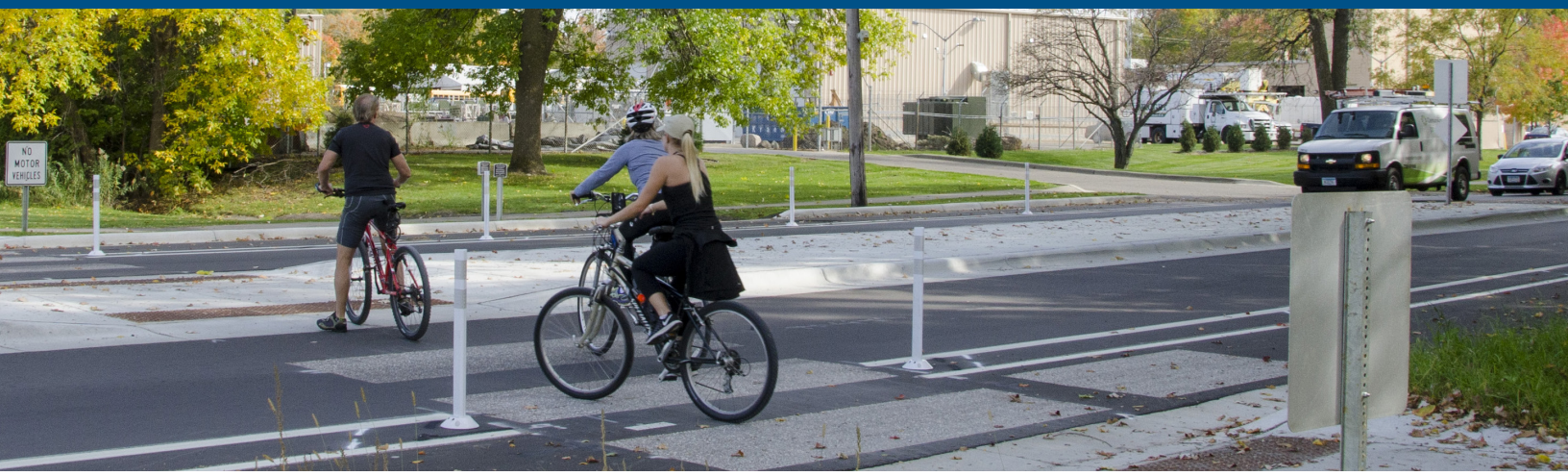
*This proposal shall remain valid and binding for a period of not less than sixty (60) days from the date of submittal.*

*SRF meets the City's minimum qualifications. We are licensed to provide engineering and planning services in the State of Minnesota and our team has extensive experience delivering public sector transportation planning and engineering projects comparable in size and scope to this SS4A Safety Action Plan.*

*SRF has no actual or perceived conflict of interest related to this project.*

*Marketing or promotional statements about SRF's professional services are provided solely for general information and not as a contract commitment.*
*Equal Employment Opportunity / Affirmative Action Employer*

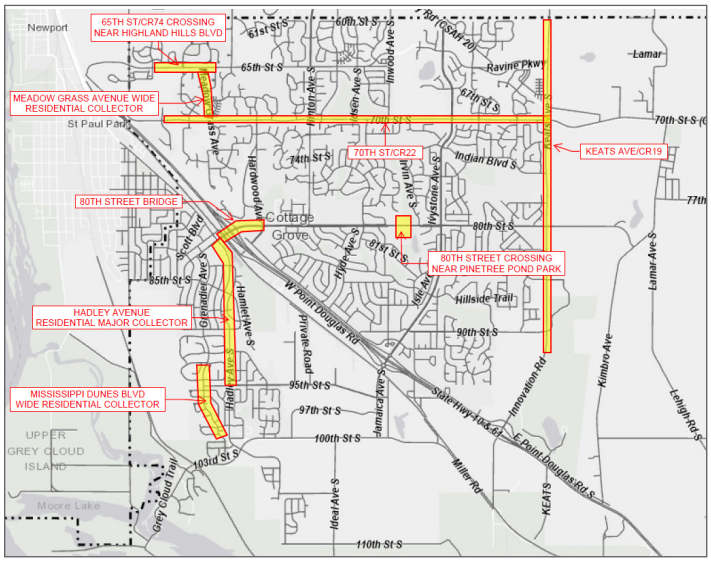
# PROJECT UNDERSTANDING




## The purpose of a Safety Action Plan (SAP) is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries.

The City of Cottage Grove averaged approximately seven fatal and serious injury crashes annually between 2021 and 2025. The proposed SAP is a powerful way to prioritize safety improvements and justify investment decisions to reach the target of ZERO roadway deaths or serious injuries per year. We understand the importance of creating a plan that meets the City's financial and schedule requirements while listening to and understanding the community's needs.

While the ultimate objective of every plan is identical, to eliminate fatal and serious injury crashes, we recognize that no two communities are the same. A cookie-cutter strategy will not solve Cottage Grove's unique challenges which include it's growing suburban population, diverse travel patterns, and role as a regional destination along Highway 61.




*City identified locations with safety concerns*

**To achieve this, our approach includes the necessary steps to develop a plan unique to Cottage Grove that:**

- ***Context-Sensitive:*** Built around Cottage Grove's specific land uses, street designs, and multi-modal habits, ensuring recommendations fit the local environment.
- ***Data-Informed & People-Driven:*** Merging rigorous technical crash analysis with real, lived experiences gathered from robust stakeholder and community input.
- ***Actionable from Day One:*** Focused on practical, prioritized policies and implementable demonstration projects that move smoothly from the plan into the real world.
- ***SS4A-Compliant:*** Fully aligned with SS4A principles and components, positioning the City seamlessly for future federal implementation funding.

With our familiarity of Cottage Grove's system, growth patterns, and planning context, we can focus on where action is most needed. Key issues include high vehicle speeds on corridors adjacent to residential areas, pedestrian crossings to parks and public spaces, and multimodal barriers that limit connectivity. Our approach will target locations such as 70th Street, Mississippi Dunes Boulevard, and Hadley Avenue; crossings near Pinewood Park along 80th Street; and barriers like the 80th Street Bridge. By integrating crash data, roadway conditions, and community input, we will identify targeted, implementable improvements that deliver measurable safety benefits.

# PROJECT TEAM, QUALIFICATIONS, EXPERIENCE, AND AVAILABILITY

Established in 1961, SRF is a transportation engineering firm and recognized leader in advancing roadway safety nationwide. We partner with public agencies to develop strategic safety plans supported by practical, easy-to-implement countermeasures with one goal in mind: reducing serious and fatal crashes and sparing families from life changing loss.

SRF is widely respected for its innovative, multidisciplinary approach and its unwavering commitment to public safety across the full spectrum of transportation projects. With more than 400 engineers, planners, landscape architects, real estate specialists, surveyors, and support staff, SRF serves predominantly public-sector clients throughout the Midwest. As a 100% employee-owned company (ESOP), SRF brings long-term accountability, continuity, and dedication to every client partnership.

## TECHNICAL **CAPABILITIES**

SRF places safety at the core of everything we do. Our dedicated safety team brings deep expertise in highway traffic safety, roadway design, traffic engineering, maintenance, and enforcement. Advanced analytical tools, including data management software and GIS based applications, further strengthen our capabilities, enabling us to deliver effective, data driven safety solutions for our clients. Our proven approach to identifying and addressing safety needs have been developed and refined through more than 140 road safety plans and 30+ road safety audits completed over the past 15 years.

**30+** SS4A-Compliant Safety Action Plans since 2022

**150+** County Road Safety Plans

**50+** Local Road Safety Plans

**5** Tribal Road Safety Plans

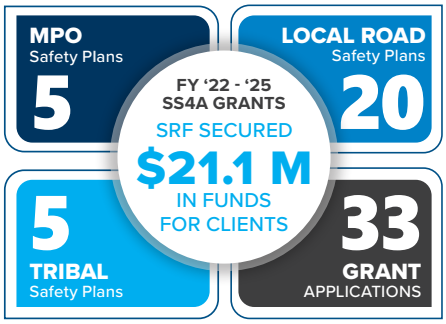
**30+** Road Safety Audits

**33** Safe Routes to School Design Assistance Projects

**100+** Safe Routes to School Studies

### SAFE STREETS & ROADS FOR ALL PROGRAM

SRF brings deep technical expertise with the SS4A program since its inception 2022. We have a strong understanding of the requirements of the program, having delivered 30 comprehensive SAPs nationwide. This includes 14 plan completed in Minnesota and 16 in other states across city, county, tribal, and MPO/regional agencies.




### SS4A SAFETY ACTION PLANS

For the safety action plans listed below, each plan had unique needs, but followed the same general approach - each plan began with establishing leadership commitment and a multidisciplinary stakeholder team, followed by a data-driven assessment of roadway safety trends to identify high injury networks, priority users, and systemic risk factors. The plans set a clear vision aligned with vision zero and safe system approach principles, define measurable safety goals, and advance equity by incorporating community engagement, especially with historically underserved populations, to validate needs and solutions. Evidence-based strategies (engineering, enforcement, education, policy, and speed management) were selected based on proven countermeasures, prioritized through transparent criteria, and paired with an implementation roadmap that outlined timelines, responsible parties, costs, and funding sources. The plans included performance measures and a process for ongoing evaluation, public reporting, and plan updates to ensure accountability and continuous improvement. We also assisted agencies that received funding for additional supplemental planning and demonstration projects by helping identifying project types and locations

### SS4A GRANT APPLICATIONS

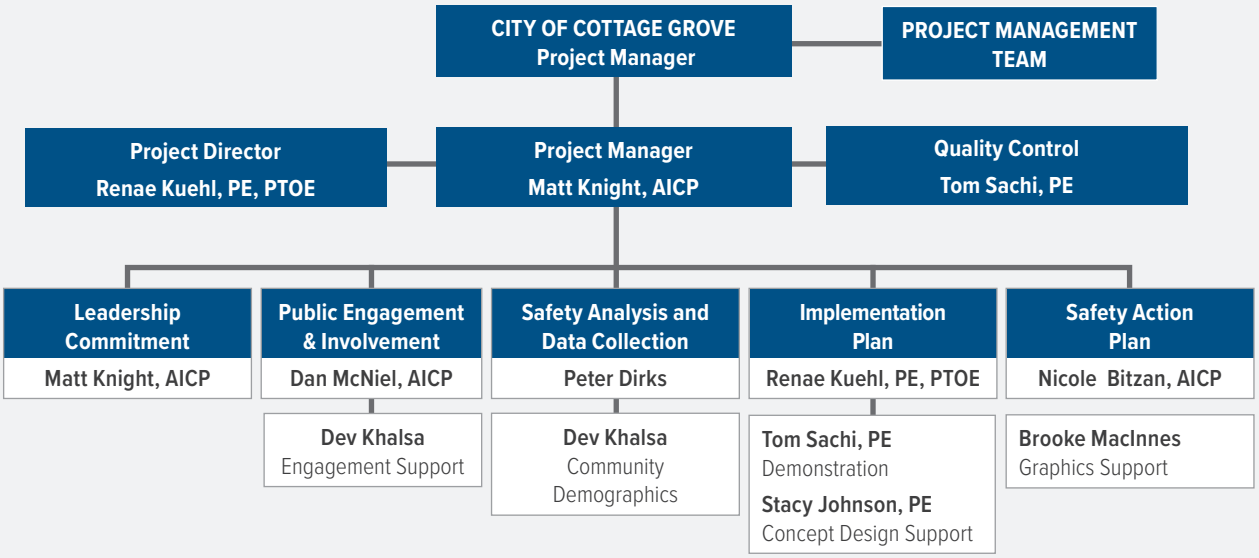
We have written multiple successful grant applications for both action plan and implementation grants. We know what it takes to write a winning grant application.

### AGENCIES WE HAVE WORKED WITH ON SS4A PLANS IN MN INCLUDE:

- City of Eagan
- City of Elk River
- City of New Ulm
- Metropolitan Council
- Rochester-Olmsted Council of Governments
- Fargo-Moorhead Council of Governments
- Cass County
- Cook County
- Isanti County
- Otter Tail County
- St Louis County
- Bois Forte Band of Chippewa
- Fond du Lac Band of Lake Superior Chippewa
- White Earth Nation Tribe

## ORGANIZATIONAL **CHART**

Our Team was carefully selected based on qualifications and experience associated with key project roles. These individuals and roles are reflected in the organizational chart below. The following pages highlight staff and their experience. Full resumes are in the appendix.




## PROJECT **TEAM**

### MATT KNIGHT, AICP

PROJECT MANAGER

**20+ YEARS EXPERIENCE | 60% AVAILABILITY**

Matt has experience leading multimodal safety planning and corridor studies for state, local, and tribal agencies. As Project Manager, he provides disciplined oversight of schedules, team coordination, and stakeholder engagement to ensure on-time, high-quality delivery. Matt has extensive experience developing SS4A-compliant Safety Action Plans, including conducting crash data analysis, identifying high-injury networks, and translating findings into prioritized, implementable strategies. He is known for facilitating effective collaboration with agencies and communities and delivering practical, data-driven solutions that reduce fatal and serious-injury crashes and advance projects from planning through implementation.

### **RECENT** EXPERIENCE

- ***MnDOT District Safety Plan Updates.*** Project Manager overseeing multi-district safety evaluations and development of proven countermeasures across five MnDOT districts.
- ***Minnesota County Roadway Safety Plans (Statewide).*** Longtime Project Manager leading updates to county safety plans since 2008, using a phased, data-driven approach.
- ***White Earth Nation SS4A Safety Action Plan.*** Project Manager for an SS4A-compliant plan that directly supported a successful implementation grant award
- ***Bois Forte Band of Chippewa Safety Action Plan.*** Led development of a full SS4A-aligned plan, including engagement, crash analysis, and tailored safety strategies.
- ***St. Louis County Safety Action Plan.*** Managed a stakeholder-driven process with robust public engagement and systemic safety analysis.

> “I believe achieving zero fatalities and serious injuries requires a collaborative effort – one I am deeply passionate about. I enjoy being a part of this conversation every day and assisting agencies with developing actionable plans that directly impact severe injuries and ensure meaningful progress toward safer streets for all users.”
>
> *- Matt Knight, Project Manager*

## RENAE KUEHL, PE, PTOE

### DIRECTOR, SAFETY ADVISOR

**25+ YEARS EXPERIENCE | 50% AVAILABILITY**

Renae will provide overall project direction, ensuring coordination across the team, alignment with the City's goals, and successful delivery of all project tasks, timelines, and deliverables. She brings deep expertise in traffic engineering, systemic safety analysis, road safety plans, road safety audits, and Safe Routes to School studies. Renae has led statewide and regional safety initiatives across Minnesota and North Dakota, including crash analysis, workshop facilitation, prioritization frameworks, and implementation-ready recommendations. Her leadership grounds the project in proven safety methods, clear communication, and actionable strategies to reduce serious injuries and fatalities. She has contributed to more than 10 SS4A-compliant Safety Action Plans and received the 2019 Minnesota Toward Zero Deaths Engineering Star Award.

## TOM SACHI, PE

### QUALITY CONTROL/DEMONSTRATION SUPPORT

**14 YEARS EXPERIENCE | 65% AVAILABILITY**

Tom brings strong expertise in evaluating crash patterns, identifying systemic safety needs, and developing practical, data-driven recommendations. In his QC role, Tom ensures analyses and deliverables are consistent, defensible, and aligned with SS4A requirements. He also supports the selection and refinement of demonstration projects, helping to advance cost-effective, implementable safety strategies grounded in best practices.

## DAN MCNIEL, AICP

### PUBLIC ENGAGEMENT & INVOLVEMENT

**10 YEARS EXPERIENCE | 60% AVAILABILITY**

Dan combines in-person events, pop-up activities, and digital tools to reach diverse audiences and gather actionable input. Dan excels at facilitating collaboration, building consensus, and translating community feedback into clear, decision-ready insights, with a focus on elevating underrepresented voices and supporting community-backed safety solutions.

## NICOLE BITZAN, AICP

### SAFETY ACTION PLAN

**14 YEARS EXPERIENCE | 55% AVAILABILITY**

Nicole has experience across safety planning efforts including Minnesota County Road Safety Plan updates, the Metropolitan Council Regional Safety Action Plan, and SS4A plans for Eagan and New Ulm. She specializes in data-driven systemic analysis, High Injury Network development, and identifying proven countermeasures supported by robust engagement. Nicole integrates crash data, roadway characteristics, and demographic metrics to identify safety disparities and advance equitable solutions, producing clear, implementation-ready Safety Action Plans.

## PETER DIRKS

### SAFETY ANALYSIS & DATA COLLECTION

**8 YEARS EXPERIENCE | 60% AVAILABILITY**

Peter specializes in developing, cleaning, and synthesizing large datasets using tools such as SQL, Python, and ArcGIS Pro. He has led High Injury Network (HIN) development for multiple SS4A Action Plans, built custom tools to support advanced safety and crash analysis, and integrated multi-source datasets to inform risk-based prioritization. Peter ensures that safety analyses are accurate, comprehensive, and clearly translated into actionable, decision-ready insights.

## DEV KHALSA

### ENGAGEMENT SUPPORT/COMMUNITY DEMOGRAPHICS

**5 YEARS EXPERIENCE | 70% AVAILABILITY**

Dev will support equity analysis and data collection for the project. He leverages federal Census data to develop customized equity maps that identify underserved and disadvantaged communities and inform inclusive planning strategies. Dev also contributes to crash data analysis and broader safety datasets, with a strong understanding of crash trends, ensuring findings are accurate and effectively integrated into the Safety Action Plan.

## STACY JOHNSON, PE

### CONCEPT DESIGN

**14 YEARS EXPERIENCE | 60% AVAILABILITY**

Stacy will support implementation planning and concept design, bringing strong experience in preliminary and geometric design, corridor modeling, and cost estimating. She develops practical, buildable concepts that advance safety recommendations toward implementation, including multimodal and ADA-compliant design solutions. Stacy's background in plans and specifications ensures concepts are realistic, well-defined, and aligned with project goals, supporting clear, cost-effective pathways from planning to construction.

## BROOKE MACINNES

### GRAPHICS SUPPORT

**10 YEARS EXPERIENCE | 65% AVAILABILITY**

Brooke specializes in clear, engaging materials for safety planning, including print, web, and interactive maps. She develops compelling engagement materials and Safety Action Plan documents using tools such as Adobe Creative Suite, WikiMapping, and ArcGIS Online. Brooke combines strong visual storytelling with expertise in accessibility to deliver user-friendly communications that support effective engagement and decision-making.

# PROJECT **EXPERIENCE**

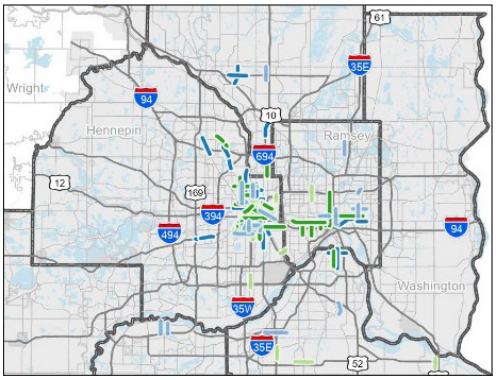
## CITY OF EAGAN SAFETY ACTION PLAN
### EAGAN, MINNESOTA

**STAFF INVOLVED:** Renae Kuehl, Nicole Bitzan, Dev Kahlsa, Peter Dirks, Brooke MacInnes

SRF and the City of Eagan developed a comprehensive Safety Action Plan to ensure the safety of their residents and visitors. The plan included a safety evaluation of the roadway system and engagement with the community to identify strategies for delivering safe, sustainable, and equitable systems that meet the community's needs now and into the future. This plan used crash data trends and profiles to understand where the highest risk locations for vehicles and vulnerable roadway users exist. The plan focused on identifying strategies to improve safety and reduce crashes on the roadways within the city limits. The plan meets SS4A safety action plan requirements. The primary outcome of the plan was an implementation plan that identified specific projects to consider, which the City will utilize to pursue SS4A Implementation or other grant funding.

## REGIONAL SAFETY ACTION PLAN
### METROPOLITAN COUNCIL, MINNESOTA

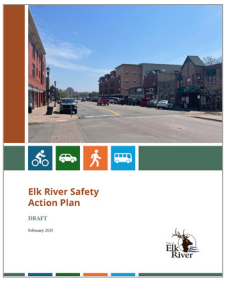
**STAFF INVOLVED:** Matt Knight, Renae Kuehl, Nicole Bitzan, Dev Kahlsa, Peter Dirks




SRF teamed with Alta and completed a new people focused approach to eliminate life-changing crashes. We considered all users who rely on a safe transportation system. Using SRF's experience to identify risk-based attributes and locations, we incorporated strategies for a more forgiving environment for all modes understanding that human error is likely. A High Injury Network analysis was completed, that focuses on fatal and serious injury vehicle and bicycle crashes, incorporating pedestrian related findings from the Regional Pedestrian Safety Action Plan. This project resulted in an Action Plan with recommendations that can be incorporated into the upcoming update to the Transportation Policy Plan and position local partners to successfully apply for implementation grants through the Safe Streets and Roads for All program. The plan was completed in December 2024.

## SAFETY ACTION PLAN
### ELK RIVER, MINNESOTA

**STAFF INVOLVED:** Renae Kuehl, Tom Sachi, Dev Kahlsa, Peter Dirks




SRF and the City of Elk River developed a comprehensive Safety Action Plan to ensure the safety of their residents and visitors. The plan included a safety evaluation of the roadway system and engagement with the community to identify strategies to deliver safe, sustainable, equitable systems to meet the needs of the community now and into the future. This plan used a risk-based approach to identify low-cost safety projects for specific at-risk segments, curves, intersections, and pedestrian crossings within the City of Elk River. The plan focused on identifying strategies to improve safety and reduce crashes on the roadways within the city limits. The plan meets SS4A safety action plan requirements. The primary outcome of the plan was specific projects that the City will utilize to pursue SS4A Implementation or other grant funding.

## NEW ULM SAFETY ACTION PLAN
### NEW ULM, MINNESOTA

**STAFF INVOLVED:** Nicole Bitzan, Renae Kuehl, Peter Dirks, Dev Khalsa

*Project Engagement at Oktoberfest, Summer 2025*

SRF is currently developing a comprehensive Safety Action Plan for the City of New Ulm. The plan includes a system-wide safety evaluation of the City's roadway network, paired with robust community engagement to identify strategies for delivering safe, sustainable, and equitable transportation systems that meet community needs both now and into the future. The analysis leverages crash trend data and risk profiles to identify high-risk locations for motor vehicles and vulnerable roadway users, with a focus on reducing severe crashes across the roadway system within city limits. The SAP meets all SS4A requirements and expands beyond the minimum components to include an in-depth policy review. This review incorporates updated pedestrian crossing policies, RRFB guidance, and recommendations to modernize the City's Complete Streets Policy, originally developed in 2015. The primary outcome of the plan is a detailed implementation strategy identifying specific, fundable projects that the City will advance through future state and federal grant opportunities.

## MnDOT COUNTY ROAD SAFETY PLANS

### STATEWIDE, MINNESOTA

**STAFF INVOLVED:** Matt Knight, Renae Kuehl, Nicole Bitzan, Dev Kahlsa, Peter Dirks

SRF was part of the team that developed County Road Safety Plans (CRSPs) for every county in Minnesota to reduce fatal and severe injury crashes on roadways. The goal was to develop a plan that provided a prioritized list of safety projects for the county to implement. Key steps included analysis of severe crashes, data collection of existing roadway features, and data-driven systemic analysis to prioritize locations. Proven, effective, low-cost safety countermeasures, such as rumble strips, modified intersection design, enhanced signing/markings, ITS signing applications, and lighting, were assigned to high-priority locations. Each plan resulted in a report that highlighted high-priority intersections, segments, and curves and identified projects for implementation. A key step in the process was hosting a safety workshop with safety stakeholders in each county to understand safety concerns and share various safety strategies and their effectiveness. In 2016, MnDOT retained SRF to update the county road safety plans. We have worked with 30 counties to update their plans. Recently, we were notified that we will continue to work with additional counties in Phase 4.

## PEDESTRIAN CROSSWALK POLICIES, GUIDANCE DOCUMENTS, AND PRIORITIZATION TOOLS

### DAKOTA COUNTY, MINNESOTA - CITIES OF EAGAN, LAKEVILLE, LAKE ELMO, ROSEMOUNT

**STAFF INVOLVED:** Peter Dirks

SRF is a leader developing crosswalk policies and guidance for implementing enhanced pedestrian/bicycle crossings in Minnesota. We have completed five crosswalk policies and associated crossing guidance for Dakota County, City of Eagan, City of Lakeville, City of Lake Elmo, and City of Rosemount. These customized policies and guidance have produced results and supported staff in each community. A transparent process and methodology create clear understanding for staff, elected officials, and other stakeholders or community members regarding when a location should receive pedestrian crossing enhancements. Many local agencies receive a deluge of crosswalk marking requests, and our approach seeks to produce the greatest benefits in the highest needs areas through a data-centered approach. Additionally, we have produced a customized geospatial pedestrian crossing prioritization tool for the City of Lakeville and City of Rosemount which measures each city's transportation network and identifies the highest need locations for improvement based upon a variety of quantitative metrics. The tool assists city staff in proactively prioritizing locations and incorporating those improvements into existing capital planning processes, long-term project planning, and grant funding acquisition.

## SRF'S HISTORY WITH COMMUNITIES SURROUNDING COTTAGE GROVE

- 11th Avenue (CSAH 32) in Forest Lake
- Manning Ave (CSAH 15) Phase III in Lake Elmo
- Ideal Avenue (CSAH 13) in Oakdale
- CR 15 Extension in Stillwater
- CSAH 32 Overpass in Forest Lake
- Broadway Ave (CSAH 2) in Forest Lake
- Manning Avenue/TH 96 in Stillwater
- Woodbury Drive (CSAH 19) in Woodbury
- Radio Drive (CSAH 13) in Woodbury
- Bailey Road (CSAH 18) in Woodbury
- Radio Drive Trail and Signals in Woodbury
- Highway 36/Manning Avenue Interchange in Stillwater
- Manning Ave (CSAH 15) Phase I in Lake Elmo
- Manning Ave (CSAH 15) Phase II in Lake Elmo
- TH 5/CSAH 17 in Lake Elmo
- Regional Solicitation Funding Applications for Washington County
- Climate Action Plan for Washington County
- Long Range Transportation Plan for Washington County
- Transit Needs Study for Washington County
- CSAH 19 Corridor Study for Washington County
- Century Ave (CSAH 25/72) Extension Study for Washington County

# WORK PLAN - PROJECT APPROACH

The development of an SS4A Safety Action Plan (SAP) will provide the City of Cottage Grove with a clear, data-driven roadmap to improve safety for all roadway users. We will begin by meeting with City staff to review and refine the work plan, confirm roles and responsibilities, and address key considerations—establishing a shared understanding that supports efficient and successful project delivery.

## TASK 1 | **PROJECT MANAGEMENT**

### **TASK LEAD** | Matt Knight, AICP

SRF will lead project management activities, maintaining continuous dialogue with City and project staff while documenting project progress. **Matt Knight** will serve as the administrative point of contact and will oversee the overall effort. His familiarity with the SS4A Grant Program, processes, and safety initiatives will help ensure effective coordination and alignment with City expectations. SRF's project management approach will include the following key elements:

- Keep deliverables on schedule and maintain regular communication.
- Follow the City's Agreement for Professional Services and all USDOT SS4A Grant Program terms and conditions.
- Submit monthly invoices to the city throughout the project. Monthly invoices will include a progress report that illustrates the percentage of project completion and total amount billed to date, with a breakdown by task and for the overall project.
- Develop and maintain a project schedule that identifies key milestones and deliverable deadlines.
- Develop and follow a Quality Management Plan that defines Quality Assurance practices and Quality Control procedures.

**Tom Sachi** will support Matt with all QA/QC activities. He will ensure the Quality Management Plan is implemented and followed throughout the duration of the project.

### TASK 1 **DELIVERABLES**

- ☐ *Monthly invoices*
- ☐ *Project schedule*
- ☐ *Quality management plan*

## TASK 2 | **AGENCY INVOLVEMENT**

### **TASK LEAD** | Matt Knight, AICP

The SRF team understands that a successful SS4A Safety Action Plan depends on a well-structured leadership group that can guide the work, confirm priorities, and champion implementation after the plan is complete. SRF will assist the City in establishing a Project Management Team (PMT) that functions as the primary oversight and coordination body for the project. The PMT will help guide plan development, review key findings and deliverables, support interagency coordination, monitor progress against the project schedule, and provide direction on plan refinements so the final Safety Action Plan is practical, implementation-ready, and aligned with City goals.

As an initial step, SRF will work with City staff to confirm the PMT's purpose, decision-making role, desired level of participation, and interdisciplinary representation. This early coordination will help ensure that the PMT includes the right mix of agency partners, technical staff, emergency response representatives, school and community stakeholders, and equity-focused voices needed to support a comprehensive Safe System approach.

**Potential PMT participants may include:**

- Underserved population representative(s)
- Pedestrian and Bicycle Advocacy Groups
- If interested, general public representatives from the community

SRF proposes scheduling a PMT kickoff meeting within 30 days of Notice to Proceed, followed by monthly PMT meetings throughout the duration of the project. The kickoff meeting will establish project goals, roles and responsibilities, communication protocols, schedule expectations, data needs, engagement priorities, and near-term action items. Subsequent monthly meetings will be used to review progress, discuss technical findings, coordinate upcoming engagement activities, confirm milestone deliverables, and identify implementation considerations early in the planning process.

As the project consultant, SRF will support the City by preparing meeting agendas, developing materials that clearly summarize decisions needed from the PMT, facilitating discussions, documenting key input, and distributing meeting summaries that include action items, responsible parties, and follow-up deadlines. This approach will create a consistent record of decisions, maintain accountability, and help the City transition from plan development into long-term implementation and performance monitoring.

#### *City Meetings*

SRF will prepare concise presentation materials and attend at least one Public Services Commission meeting and one City Council meeting to keep decision-makers informed and maintain support for the Safety Action Plan. These meetings will be used to present key milestones, including baseline findings, engagement results, draft recommendations, and final plan materials, while confirming alignment with City priorities before adoption.

### TASK 2 **DELIVERABLES**

- ☐ *Meeting agendas, summaries, and materials*
- ☐ *Draft and final presentation materials*

## TASK 3 | **LEADERSHIP COMMITMENT**

### **TASK LEAD** | Matt Knight, AICP

A foundational piece of the SS4A Safety Action Plans is to establish an official public commitment to safety (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., City Council) to an eventual goal of zero roadway fatalities and serious injuries. As stated in the SS4A guidelines "The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries." SRF will review crash data trends and community input and assist the City and Project Management Team members establish goals that:

- Focus on the most serious types of crashes, those resulting in fatalities and serious injuries.
- Prioritize countermeasures that are proven, low-cost, have high impact, and can be implemented over a wide geographical area.
- Include engagement with a variety of public and private stakeholders.

Goals align with the Safe System Approach, Americans with Disabilities Act requirements, MnDOT's Complete Streets Policy, the MN MUTCD, and the SS4A goal of zero roadway fatalities and serious injuries.

### TASK 3 **DELIVERABLES**

- ☐ *Draft and Final vision and goals*
- ☐ *Agency resolution and policy for adoption*

## TASK 4 | **PUBLIC ENGAGEMENT & INVOLVEMENT**

### **TASK LEAD** | Dan McNiel, AICP

Successful development of Cottage Grove's Safety Action Plan will rely on a proactive, inclusive community engagement strategy that reflects the City's growing suburban population, diverse travel patterns, and role as a regional destination along Highway 61. Building on our experience delivering SS4A planning efforts, we will combine broad community outreach with targeted stakeholder engagement to ensure that local knowledge, lived experience, and safety concerns directly inform plan recommendations and demonstration activities. SRF will serve as the primary, forward-facing project lead for public engagement, including development of materials and facilitation of public meetings, as well as presentations to the City Council and Commissions, with City staff providing support and coordination.

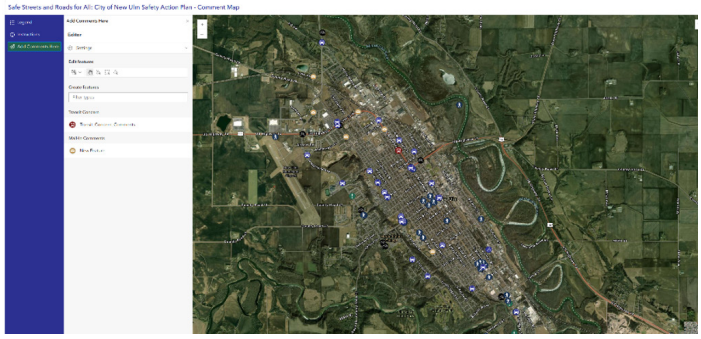
To reach a wide cross-section of residents, workers, and visitors, we will implement a layered engagement approach that includes in-person events, digital tools, and pop-up outreach.

**At minimum, we will host two in-person public meetings aligned with key project milestones.**

- The first public meeting will focus on gathering input on existing conditions, safety concerns, and high-risk locations.
- A second public meeting will present draft priorities, countermeasures, and potential demonstration projects. These events will be supported by clear, visual materials, promotional graphics, and interactive exercises designed to collect geographically specific and actionable feedback.

*Draft Public Meeting Mailings will be developed at least three weeks prior to the meetings. We will coordinate printing of all public meeting material.*

To supplement these meetings, we will develop an interactive online comment map and survey to allow participants to identify safety concerns and opportunities at specific locations across the city. Recognizing that many community members may not attend formal meetings, we will also conduct pop-up engagement at familiar, high-traffic locations and community events. Potential pop-up events could include Strawberry Fest, the Cottage Grove Food Truck Festival, the CGUCC Farmers' Market, parks and trailheads (e.g. Cottage Grove Bike Park), and community spaces such as City Hall and the library. These informal, family-friendly activities will mirror the online tools to ensure consistent and comparable input, while creating accessible opportunities for participation.



*Example of the interactive online comment map*

To deepen engagement and ensure diverse perspectives are represented, we will facilitate targeted conversations with key stakeholder groups. These may include South Washington County Schools (ISD 833), youth programs, public safety and public works staff, older adult communities, local businesses, and organizations that serve people who walk, bike, or use transit. We will also coordinate with Washington County and MnDOT to align outreach and incorporate regional perspectives. These discussions will help identify specific safety challenges, validate existing conditions and findings from data analysis, and refine potential solutions.

Throughout the process, we will maintain a strong emphasis on accessibility, transparency, and responsiveness. All engagement materials will be clear and visually oriented, and we will use multiple communication channels, including City networks, partner organizations,

and social media, to promote participation. A dedicated project website will serve as a central hub for updates, meeting materials, and input opportunities, ensuring ongoing access to information and continuous engagement.

Community input will be systematically documented and integrated into the Safety Action Plan, including the development of the High-Injury Network, High-Risk Network, prioritization criteria, and selection of demonstration projects. This approach ensures that the final plan is not only data-driven but also grounded in the experiences and priorities of the Cottage Grove community.

## TASK 4 **DELIVERABLES**

- ☐ *In-person materials (printed graphical PDFs, PPTs when necessary, surveys)*
- ☐ *Print ready project mailings*
- ☐ *Online map and survey link (URL)*
- ☐ *Public engagement summary*

## TASK 5 | **SAFETY ANALYSIS AND DATA COLLECTION**

**TASK LEAD** | Peter Dirks

### *Review of Existing Plans, Programs, Policies, and Standards*

Our Team will conduct a comprehensive review of local, state, and national safety-related policies, plans, and best practices. While we are well versed in federal guidance and nationally recognized safety strategies, gaining a thorough understanding of existing local conditions and initiatives is essential to achieving successful project outcomes.

This review will include relevant state and regional documents such as the Minnesota Strategic Highway Safety Plan (SHSP), Highway Safety Plan (HSP), and Highway Safety Improvement Program (HSIP), as well as Cottage Grove–specific policies and plans. We will review existing City policies to assess how effectively they align with and implement the Safe System Approach and the goals of the City's Safety Action Plan (SAP). In collaboration with City staff, we will identify opportunities to revise or update key policies.

**Examples of plans and ordinances that may be reviewed include:**

- Cottage Grove 2040 Comprehensive Plan
- Trailway Plan
- Park Master Plan
- Sign Ordinance
- Subdivision Ordinance

Further, we will work with the City to assess the need for developing a Complete Streets Policy. Our Team recently supported the City of Lakeville to develop their Complete Streets Policy and will have a framework to build off of. Additional policies to be reviewed may include those related to crosswalk installation, snow removal, pavement management, roadway maintenance, and similar operational practices that influence safety outcomes. Based on our experience working with other agencies, common policy updates have included incorporating safety features as standard design practices, formalizing crosswalk installation criteria, and working with maintenance staff to better understand the importance of safety strategies and how to maintain them effectively.

### *Existing Conditions and Historical Trends Analysis*

Crash data provides an objective foundation for understanding existing safety conditions and trends. Using ArcGIS, the safety analysis team led by Peter Dirks will map all reported crashes on roadways within the City over the past five years, with a focus on severe crashes (fatal and serious injury), crashes by roadway user type (vehicle occupants, pedestrians, bicyclists, and motorcyclists), and contributing factors.

In addition to the crashes, we will map and analyze key roadway characteristics such as signalized intersections, speed limits, and ADT to correlate roadway features with crash patterns. Development of the base roadway network will draw on multiple data sources, including crash data from MnDOT (supplemented with City or law enforcement data, if available), roadway network and asset data provided by the City (posted speed limits, roadway widths, internally painted crosswalk locations, and pavement ratings), speed and ADT information, and trail and side-walk inventories. To address data gaps, we will leverage third party tools such as Replica and StreetLight, as appropriate. By integrating roadway characteristics, contextual factors, and crash data into a comprehensive base network, the SRF team will identify historical key trends and compile these findings in a comprehensive existing condition historical crash trend report.

### *Analysis of Built Environment Features and Infrastructure Conditions*

SRF will identify conditions that contribute to higher risk of fatal and serious injury crashes, independent of crash history alone. Consistent with our SS4A planning work in other communities, this analysis will focus on reviewing the built environment to identify high-risk roadway features and environmental conditions, including roadway geometry, functional classification, speed environment, access density, transit activity, and walking and biking demand. The assessment will also consider the safety needs of different roadway users and incorporate public-health-informed approaches that evaluate exposure, vulnerability, and risk within the built environment, as well as relevant demographic factors.

### *Community Demographics*

SRF will review demographic data and trends in Cottage Grove and at the regional level. The High Injury Network, prioritized projects, and proposed strategies will include an evaluation of available demographic and socioeconomic data to provide additional context for identifying safety needs and informing prioritization discussion

### *Systemic and Site-Specific Safety Needs*

**High-Injury Network.** Using the data obtained during the analysis of existing conditions, we will determine crash frequency and rates and develop a High-Injury Network (HIN) that will help focus city safety interventions on a subset of high-crash corridors. From this subset, we will assist the city in identifying priority investment locations consisting of high crash sub-corridors or focus zones. We will look at locations on the HIN with particularly high crash densities (weighted by crash severity) or high crash potential, and refine the list based on city leadership and public and stakeholder feedback on perceived issues and safety concerns.

While the SAP's focus is aimed at a macro-level analysis, identifying priority corridors and intersections for closer examination will cast a micro-level analysis lens that allows identifying specific safety improvements. Using the data identified above and severe crash data, we will develop a list of high-risk emphasis areas, corridors, and intersections with a history of crashes.

**High-Risk Network.** Based on the analysis of the built environment, we will develop a geospatial identification of higher-risk locations, such as a High Risk Network (HRN), that highlights corridors and areas where roadway design, operations, or context indicate an elevated likelihood of severe outcomes. This approach enables proactive safety planning by identifying locations where targeted countermeasures can reduce risk before severe crashes occur. The resulting geospatial tools will provide a clear, defensible framework to guide project prioritization, strategy development, and selection of demonstration projects, supporting Cottage Grove's Safe-System-based approach to eliminating fatal and serious injury crashes.

### *Action Plan Public Availability Document*

SRF will summarize the methodology and results of the safety analysis and data collection in one Safety Analysis Document. The document will use concise narratives supported by easy-to-understand graphics and illustrations. This document will include recommendations for improvements to existing plans, programs, policies, and standards, existing and historical crash analysis, a summary of built environment features along with risk factors, community demographics, and high-injury and high-risk networks. This document will be used as the foundation for the development of the implementation plan.

## TASK 5 **DELIVERABLES**

- ☐ *Existing policy review findings and recommendations*
- ☐ *New policy update recommendations*
- ☐ *Summary of community demographics*
- ☐ *Crash data and network data (GDB)*
- ☐ *Historical crash trend memo*
- ☐ *High-injury network and high-risk network maps (summarized methodology in the historical crash trend memo)*
- ☐ *Draft and final Action Plan Public Availability Document*

## TASK 6 | **IMPLEMENTATION PLAN**

**TASK LEAD** | Renae Kuehl

Our Implementation Plan will focus on moving from data analysis to actions that reduce fatal and serious injury crashes. We will develop a comprehensive Implementation Plan for the City of Cottage Grove that integrates the Safe System Approach, ensuring that safety is proactive rather than reactive.

### *Policy & Standard Enhancements*

We will conduct a "Safety Audit" of Cottage Grove's existing regulatory environment. Our team will:

- Review **current design standards and guidelines** to identify gaps that conflict with the SS4A framework.
- Recommend **new or revised policies** such as Complete Streets resolutions or updated speed management ordinances that institutionalize safety as the primary metric for transportation success.

### *Actionable Safety Strategies*

Based on the results of our Safety Analysis and stakeholder feedback, we will design a multi-modal toolkit of strategies:

- **Infrastructure.** Low-cost, high-impact physical changes (e.g., curb extensions, Rectangular Rapid Flashing Beacons (RRFB), or protected bike lanes).
- **Behavioral.** Target-driven education and enforcement programs addressing speed and distracted driving.
- **Operational.** Enhancements to signal timing, lighting, and maintenance cycles.

### *Data-Driven Prioritization & Ranked Project List*

To ensure the City's resources are applied where they will save the most lives, we will develop a transparent Prioritization Matrix. Each recommended project will be delivered in a "Project Prospectus" format including:

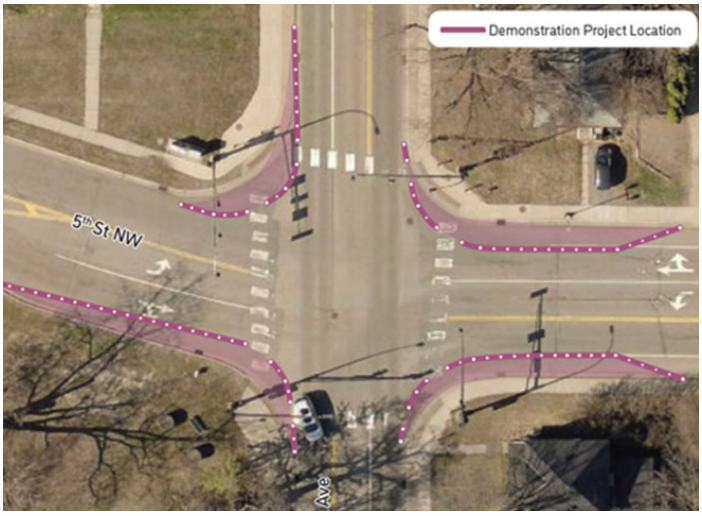
- **Need Alignment.** A direct link between the project and the specific crash data or community concern it resolves.
- **Visual Documentation.** Maps and exhibits that clearly illustrate the project footprint.
- **Financial Planning.** Detailed planning-level cost estimates to support future grant applications.
- **Phased Timeline.** A realistic implementation schedule categorized by short-term (quick build), medium-term, and long-term (capital-intensive) horizons.

| Action | Responsibility | Key Partners | Timeline | Investment Level |
|---|---|---|---|---|
| Support the work of the Dane County Traffic Safety Commission and Local Safety Initiatives | MPO | Dane County Traffic Safety Commission, Local Agencies | On-going | $ |
| Implement Lighting at appropriate pedestrian and bicycle crash profiles with Priority 1 | Local Agencies | WisDOT | Long term | $$$ |
| Implement Safe Routes Studies at appropriate pedestrian and bicycle crash profiles with Priority 1 | Local Agencies and MPO | School Districts | Midterm | $$ |

*Example Implementation Matrix*

### *Demonstration & Pilot Projects*

We recognize that seeing is believing. Our team will identify one or two high-value demonstration projects to test safety concepts in a real-world setting.




*Example of a demonstration project along Central Ave and 5th St NW*

- **PMT Collaboration.** We will present a shortlist of candidates to the Project Management Team (PMT), highlighting projects that offer the highest visibility and data-collection potential.
- **Execution & Management.** Once selected, our team will manage the pilot lifecycle—from coordinating with City departments on materials, installation to managing community outreach, and permitting requirements.
- **Performance Evaluation.** We will track pre- and post-installation metrics (e.g., speed reduction, yielding rates) to provide the City with the empirical evidence needed to decide on permanent implementation.

## TASK 6 **DELIVERABLES**

- ☐ *Policy and standard enhancement recommendations*
- ☐ *Multimodal safety strategy toolkit*
- ☐ *Prioritization matrix and ranked project list*
- ☐ *Project prospectuses with maps, cost estimates, and implementation timelines*
- ☐ *Demonstration and pilot project shortlist*
- ☐ *Pilot project performance evaluation summary*
- ☐ *Draft and final implementation plan*

## TASK 7 | **FINAL DELIVERABLES**

**TASK LEAD** | Nicole Bitzan

SRF will prepare a Final Safety Action Plan (SAP) report that summarizes the planning process, documents the results of the safety analysis, incorporates community and stakeholder input, and reflects lessons learned from demonstration activities. The final SAP will translate technical findings into clear, actionable recommendations and will include tools and transparent methods for tracking and communicating progress after plan adoption.

- **Progress tracking methods** will include metrics, frequency, and format in which progress will be measured over time.
- **Public and stakeholder reporting approach** will include the method in which outcomes will be communicated to the public and stakeholders. This may be on the City's website, in a newsletter, or other methods in which the City communicates regularly with the community.
- **Measurable outcome data** will include the reduction in fatal and serious injury crashes.
- An **annual reporting template** will be developed that contains relevant information and includes easy-to-understand graphics.
- **Final graphics, visualizations, and education materials** will be developed and incorporated into the Final Safety Action Plan.

The final Safety Action Plan and all supporting materials will be prepared in a format suitable for public posting on the City's website. SRF will support the City in making the plan publicly accessible and will provide any required links or documentation for inclusion in the SS4A final report.

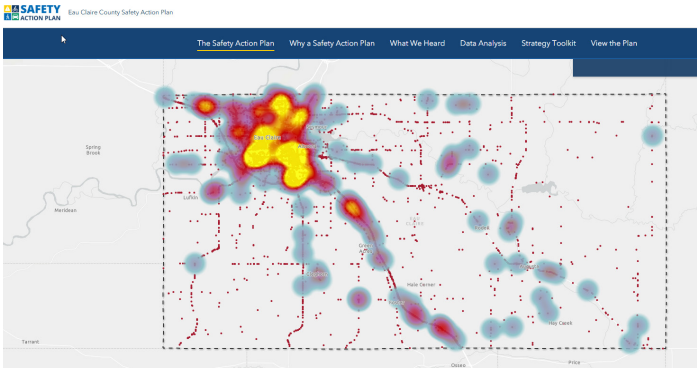
## TASK 7 **DELIVERABLES**

- ☐ *Draft and final SAP*
- ☐ *Progress tracking methods and measurable outcome data points*
- ☐ *Annual reporting template*
- ☐ *Final graphics, visualizations, and education materials*

## TASK 8 | **ADDITIONAL TASKS**

### *Online Story Board*

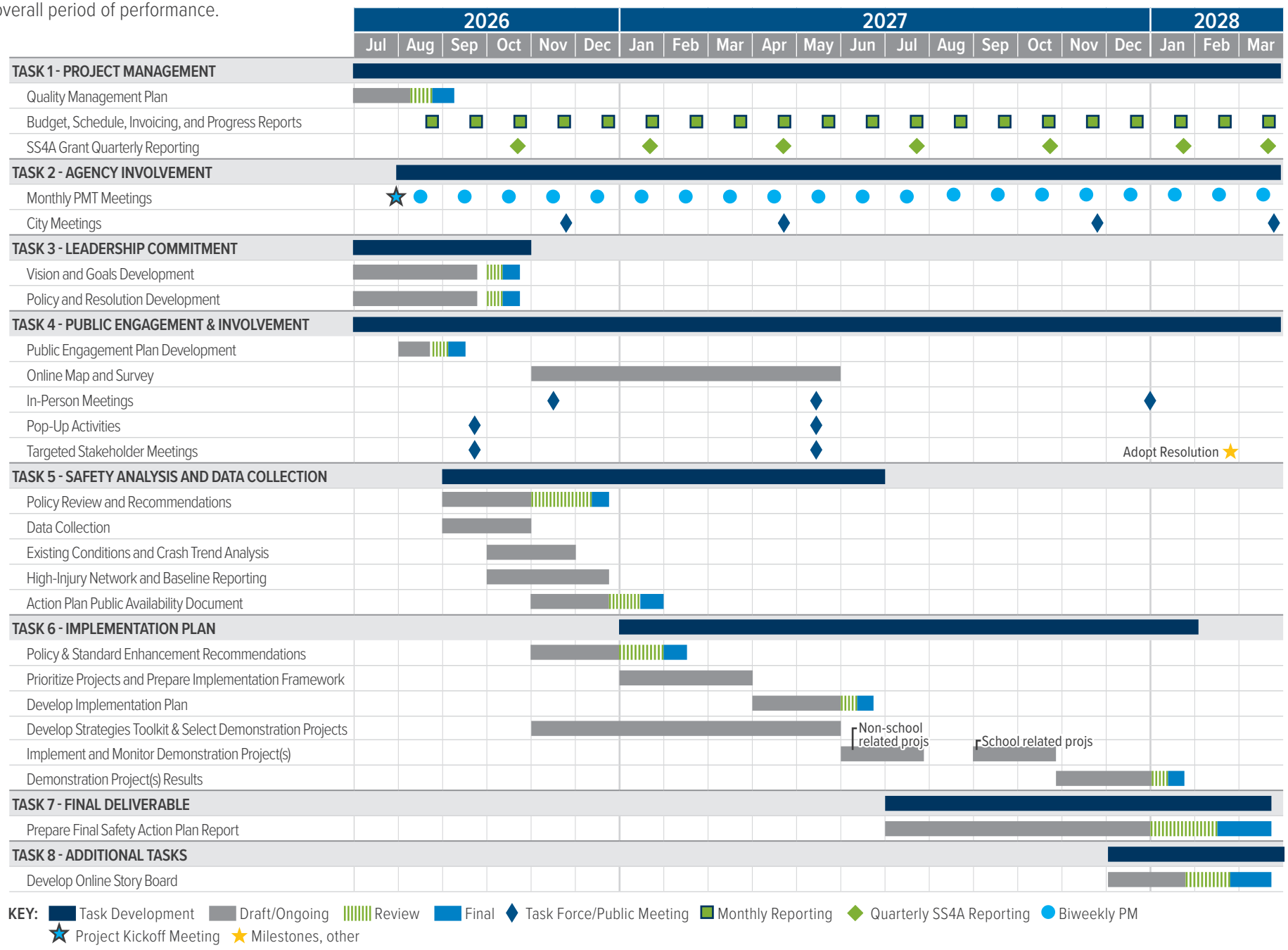
An online storyboard provides a clear, accessible way to communicate project information, engagement results, safety analysis findings, and plan recommendations to community members and stakeholders. SRF recently completed a storyboard for the Eau Claire County Safety Action Plan, which organized complex information into an easy-to-navigate online format.




*The plan can be viewed at: Eau Claire County SAP Story Board or https://storymaps.arcgis.com/stories/095562b9e9394770a72583982b8594a3*

# PROJECT **SCHEDULE**

Our proposed project schedule below aligns with the grant milestones and will be refined in coordination with the City and Project Management Team. We recognize that SS4A grant milestone timing may require adjustment during the project and will document updates as needed to support the City's reporting requirements while maintaining compliance with the overall period of performance.



# COST PROPOSAL

| TASK NO. | TASK DESCRIPTION | PROF. VIII-VII | PROF. V | PROF. IV | PROF. III | PROF. II | TOTALS | EST. FEE |
|---|---|---|---|---|---|---|---|---|
| **1.0** | **Project Management** | | | | | | | |
| 1.1 | Monthly Invoices | - | 48 | - | - | - | 48 | $8,928.00 |
| 1.2 | Develop and maintain project schedule | 2 | 36 | - | - | - | 38 | $7,284.00 |
| 1.3 | Develop Quality Management Plan and maintain QAQC | 2 | 48 | - | 8 | 8 | 66 | $11,756.00 |
| | **SUBTOTAL - TASK 1** | **4** | **132** | **0** | **8** | **8** | **152** | **$27,968.00** |
| **2.0** | **Agency Involvement** | | | | | | | |
| 2.1 | PMT Development | 2 | 6 | 8 | - | 8 | 24 | $4,000.00 |
| 2.2 | Prepare for and facilitate Kickoff Meeting | 4 | 8 | 8 | - | 16 | 36 | $6,000.00 |
| 2.3 | Prepare for and facilitate PMT Meetings (24) | 12 | 48 | 48 | 120 | - | 228 | $37,992.00 |
| 2.4 | Prepare for and present at City Meetings | 2 | 16 | - | 16 | 24 | 58 | $9,084.00 |
| | **SUBTOTAL - TASK 2** | **20** | **78** | **64** | **136** | **48** | **346** | **$57,076.00** |
| **3.0** | **Leadership Commitment** | | | | | | | |
| 3.1 | Develop Draft and Final Vision and Goals | - | 2 | 16 | 16 | 24 | 58 | $8,404.00 |
| 3.2 | Develop Draft and Final Agency Resolution and Policy Language | - | 2 | - | 16 | 16 | 34 | $4,852.00 |
| | **SUBTOTAL - TASK 3** | **0** | **4** | **16** | **32** | **40** | **92** | **$13,256.00** |
| **4.0** | **Public Engagement & Involvement** | | | | | | | |
| 4.1 | Develop engagement material | - | 8 | 8 | 40 | 80 | 136 | $19,144.00 |
| 4.2 | Online Map and Survey | - | 2 | 8 | 20 | 40 | 70 | $9,828.00 |
| 4.3 | Prepare for and facilitate two In-Person Meetings | - | 16 | - | 24 | 40 | 80 | $11,776.00 |
| 4.4 | Prepare for and facilitate two Pop-Up Engagement Activities | - | 16 | - | 24 | 40 | 80 | $11,776.00 |
| 4.5 | Prepare for and facilitate two Targeted Stakeholder Meetings | - | 12 | 12 | 12 | 40 | 76 | $11,116.00 |
| 4.6 | Develop draft and final Public Engagement Summary | - | 2 | 8 | - | 40 | 50 | $6,828.00 |
| | **SUBTOTAL - TASK 4** | **0** | **56** | **36** | **120** | **280** | **492** | **$70,468.00** |
| **5.0** | **Safety Analysis and Data Collection** | | | | | | | |
| 5.1 | Review existing policies and summarize findings, recommendations, and new policy update recommendations | 2 | 8 | - | - | 32 | 42 | $6,236.00 |
| 5.2 | Review and summarize demographic and socioeconomic trends | - | 2 | 8 | - | 16 | 26 | $3,708.00 |
| 5.3 | Existing Conditions and Historical Trends Analysis | - | 4 | 16 | - | 32 | 52 | $7,416.00 |
| 5.4 | Existing Conditions and Historical Trends Analysis Tech Memo | - | 2 | 8 | 16 | 24 | 50 | $7,148.00 |
| 5.5 | Data Collection and Analysis of Build Environment Features and Infrastructure Conditions | 2 | 8 | 40 | 40 | 80 | 170 | $24,756.00 |
| 5.6 | Develop a high-injury network | - | 8 | 16 | - | 72 | 96 | $13,360.00 |
| 5.7 | Develop a high-risk network | - | 8 | 16 | - | 72 | 96 | $13,360.00 |
| 5.8 | Draft and Final Safety Analysis Document | 2 | 8 | 16 | - | 80 | 106 | $14,988.00 |
| | **SUBTOTAL - TASK 5** | **6** | **48** | **120** | **56** | **408** | **638** | **$90,972.00** |
| **6.0** | **Implementation Plan** | | | | | | | |
| 6.1 | Policy and standard enhancement recommendations | - | 4 | 8 | - | 24 | 36 | $5,120.00 |
| 6.2 | Develop strategy toolkit | 2 | 8 | - | - | 40 | 50 | $7,276.00 |
| 6.3 | Develop data-driven prioritization and ranked project list | 2 | 8 | 40 | - | 40 | 90 | $13,556.00 |
| 6.4 | Develop project prospectuses | 8 | 16 | 24 | - | 120 | 168 | $24,696.00 |
| 6.5 | Demonstration and Pilot PMT Collaboration | - | 16 | 8 | - | 40 | 64 | $9,432.00 |
| 6.6 | Demonstration and pilot execution and management | 6 | 24 | - | 50 | - | 80 | $13,728.00 |
| 6.7 | Performance evaluation | 4 | 8 | - | - | 40 | 52 | $7,864.00 |
| 6.8 | Draft and final implementation plan | 8 | 16 | 40 | - | 80 | 144 | $22,008.00 |
| | **SUBTOTAL - TASK 6** | **30** | **100** | **120** | **50** | **384** | **684** | **$103,680.00** |
| **7.0** | **Final Deliverables** | | | | | | | |
| 7.1 | Draft and Final Safety Action Plan | 8 | 16 | 32 | - | 80 | 136 | $20,752.00 |
| 7.2 | Develop progress tracking methods and measurable outcome data points | - | 8 | 16 | - | 24 | 48 | $7,120.00 |
| 7.3 | Develop annual reporting template | - | 2 | 24 | - | 24 | 50 | $7,260.00 |
| | **SUBTOTAL - TASK 7** | **8** | **26** | **72** | **0** | **128** | **234** | **$35,132.00** |
| **8.0** | **Additional Tasks (Not included in Total Estimated Fee)** | | | | | | | |
| 8.1 | Develop online storyboard | - | 8 | 16 | - | 40 | 64 | $9,200.00 |
| | **SUBTOTAL - TASK 8** | **0** | **8** | **16** | **0** | **40** | **64** | **$9,200.00** |
| | **TOTAL ESTIMATED PERSON-HOURS** | **68** | **444** | **428** | **402** | **1,296** | **2,638** | |
| | AVERAGE HOURLY BILLING RATE | $294.00 | $186.00 | $157.00 | $150.00 | $130.00 | | |
| | ESTIMATED LABOR AND OVERHEAD | $19,992.00 | $82,584.00 | $67,196.00 | $60,300.00 | $168,480.00 | | $398,552.00 |
| | Expenses | | | | | | | $40,873.00 |
| | **TOTAL ESTIMATED FEE** | | | | | | | **$439,425.00** |
| | **Additional Tasks (Not included in Total Estimated Fee)** | | | | | | | **$9,200.00** |

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

| | | | | | |
|---|---|---|---|---|---|
| MILEAGE: | Personal Vehicles | 400 | Miles @ | $0.725 | $290.00 |
| MEALS: | | 16 | Meals @ | $13.00 | $208.00 |
| REPRODUCTION: | Copy Duplication | 2000 | Copies @ | $0.10 | $200.00 |
| | Color Copies | 500 | Copies @ | $0.35 | $175.00 |
| Demonstration Project Materials and Installation | | | | | $40,000.00 |
| | | | | **SRF EXPENSES:** | **$40,873.00** |

| SUMMARY OF COSTS: | | PROF. VIII-VII | PROF. V | PROF. IV | PROF. III | PROF. II | TOTALS |
|---|---|---|---|---|---|---|---|
| 1 | Project Management | $ 1,176.00 | $ 24,552.00 | $ - | $ 1,200.00 | $ 1,040.00 | $27,968.00 |
| 2 | Agency Involvement | $ 5,880.00 | $ 14,508.00 | $ 10,048.00 | $ 20,400.00 | $ 6,240.00 | $57,076.00 |
| 3 | Leadership Commitment | $ - | $ 744.00 | $ 2,512.00 | $ 4,800.00 | $ 5,200.00 | $13,256.00 |
| 4 | Public Engagement & Involvement | $ - | $ 10,416.00 | $ 5,652.00 | $ 18,000.00 | $ 36,400.00 | $70,468.00 |
| 5 | Safety Analysis and Data Collection | $ 1,764.00 | $ 8,928.00 | $ 18,840.00 | $ 8,400.00 | $ 53,040.00 | $90,972.00 |
| 6 | Implementation Plan | $ 8,820.00 | $ 18,600.00 | $ 18,840.00 | $ 7,500.00 | $ 49,920.00 | $103,680.00 |
| 7 | Final Deliverables | $ 2,352.00 | $ 4,836.00 | $ 11,304.00 | $ - | $ 16,640.00 | $35,132.00 |
| 8 | Additional Tasks (Not included in Total Estimated Fee) | $ - | $ 1,488.00 | $ 2,512.00 | $ - | $ 5,200.00 | $9,200.00 |
| **TOTALS** | | **$19,992.00** | **$82,584.00** | **$67,196.00** | **$60,300.00** | **$168,480.00** | **$398,552.00** |
| **Additional Tasks** | | **$0.00** | **$1,488.00** | **$2,512.00** | **$0.00** | **$5,200.00** | **$9,200.00** |

# SUMMARY

## TASK **WRAP-UP**

**SRF will deliver a comprehensive, implementation-ready Safety Action Plan through a structured, seven-task approach:**

Task 1 | **Project Management.** Proactive coordination, schedule management, QA/QC, and consistent communication to ensure on-time, high-quality delivery.

Task 2 | **Agency Involvement.** Establish and facilitate a multidisciplinary Project Management Team to guide decisions, maintain alignment, and champion implementation

Task 3 | **Leadership Commitment.** Support development of a formal Vision Zero–aligned commitment, including clear goals, performance measures, and policy direction.

Task 4 | **Public Engagement & Involvement.** Deliver a robust, inclusive engagement process combining public meetings, pop-ups, stakeholder outreach, and online tools to capture community priorities.

Task 5 | **Safety Analysis & Data Collection**. Conduct a rigorous, data-driven analysis integrating crash history, roadway characteristics, and demographics to identify high-injury and high-risk networks and key trends.

Task 6 | **Implementation Plan.** Develop a prioritized, cost-conscious project list supported by a transparent prioritization framework, funding strategies, policy recommendations, and demonstration projects to accelerate action.

Task 7 | **Final Deliverables.** Prepare a clear, accessible Safety Action Plan with implementation tools, performance tracking measures, and communication materials to support long-term success.

## WHY **SRF**

- **Proven experience** delivering 30 SS4A Safety Action Plans (including multiple cities) and over 140 safety plans, ensuring deep technical expertise and efficient execution
- **Strong track record** of translating analysis into practical, fundable, and implementable projects.
- **Experienced and integrated team** combining data analytics, engineering, planning, and engagement to deliver holistic solutions.
- **Commitment to the Safe System Approach**, emphasizing low-cost, high-impact strategies that produce measurable safety benefits.

## SAFETY ACTION PLAN **REFERENCES**


**CITY OF EAGAN**
RUSS MATTHYS, PE
**DIRECTOR OF PUBLIC WORKS**
russ.matthys@eaganmn.gov
651.675.5646

**CITY OF NEW ULM**
JOE STADHEIM, PE
**CITY ENGINEER**
Joes@newulmmn.gov
507.233.2118

**MnDOT STATE AID**
GIRMA FEYISSA, PE
**TRAFFIC SAFETY ENGINEER**
girma.feyissa@state.mn.us
651.366.3818


# TERMS AND CONDITIONS

SRF takes no exceptions to the requirements of this RFP.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 20__, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Stantec Consulting Services, Inc., 733 Marquette Avenue Suite 1000, Minneapolis, Minnesota 55402 ("Consultant").

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

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

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

1. SERVICES.

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

        i. A proposal dated June 24, 2026, incorporated herein as Exhibit A.

        (Hereinafter "Exhibits").

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

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

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

2. PAYMENT.

a. City agrees to pay, and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the 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 is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as 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 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.

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

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

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

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, pandemics, 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 Paul Sponholz to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Dave Sanocki and Joanne Cho to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

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

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

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

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

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

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

d. Automobile Liability Insurance, with a combined single limit of $2,000,000.

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant. Consultant shall not be responsible for the City's reuse or modification of Consultant's documents following the termination of the Agreement.

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant:
Dave Sanocki
733 Marquette Avenue Suite 1000
Minneapolis, MN 55402

Or emailed: dave.sanocki@stantec.com

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

15. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen, Mayor Pro Tem

By: _____
Tamara Anderson, City Clerk

Date: _____

**CONSULTANT**

Signature: _____ Digitally signed by Mann, Lee Date: 2026.07.09 12:00:47 -05'00'

Name: ____Lee M. Mann, P.E._____

Its: _____Principal_____

Date: _____July 9, 2026_____

# City of Cottage Grove
# Safe Streets for All (SS4A)

June 24, 2026

Stantec Consulting Services Inc.

Stantec

**June 24, 2026**

**ATTN:** Paul Sponholz, PE
City Engineer
psponholz@cottagegrovemn.gov

**RE:** Request for Proposals
Safe Streets for All (SS4A)

**Company Name, Address, and Primary Contact:**
Stantec Consulting Services Inc.

**Joanne Cho**
Project Manager
733 Marquette Ave., Ste. 1000
Minneapolis, MN 55402
612-807-9224
joanne.cho@stantec.com

*Our proposal shall remain valid for a period of not less than 60 days from the date of submittal.*

Sincerely,

**Stantec Consulting Services Inc.**

**Dave Sanocki** PE
Principal in Charge
with Signing Authority

**Joanne Cho**
Project Manager

**Dear Mr. Sponholz and Members of the Selection Committee:**

Cottage Grove is a growing community balancing suburban development, regional connectivity, and increasing transportation demands. Your Safety Action Plan (SAP) must reflect these conditions while addressing known safety concerns, such as pedestrian and bicycle interactions, high-risk corridors, and evolving transportation patterns. This Safe Streets for All (SS4A) project presents an opportunity to build on your recent safety investments and deliver a SAP that reduces fatal and serious-injury crashes, improves mobility, and creates a clear path toward implementation.

**Stantec**, in partnership with **Alta Planning + Design** (Alta) and **Square Loop Planning**, will develop a data-driven SAP to meet your needs and requirements. Because our team members are active members of your community as drivers, pedestrians, and cyclists, we understand the challenges of addressing roadway safety measures to provide safe and enjoyable experiences. We offer our local knowledge, our lived experiences, and our expertise in national best practices to create safe, equitable, and prosperous cities to develop a plan tailored for Cottage Grove.

From community visioning to detailed data analysis and technical work, to grant writing support for SS4A and other federal funding, our team is comprised of industry experts who are familiar with your transportation network and multimodal transportation safety, including federal funding SS4A implementation programs such as Safe Routes to School (SRTS). This expertise will help set you up for implementation success.

Our approach integrates crash analysis, High Injury Network (HIN) development, and community-informed priorities to identify strategies that respond directly to your local conditions. **We also bring you**:

**Local Knowledge and National Experts**: Having had the privilege to serve Cottage Grove for more than 60 years, Stantec offers a proven track record of delivering quality results for your community. That means our team has strong, local experience and institutional knowledge. This is combined with our expertise in multimodal planning, community engagement, roadway safety approaches, and implementation supported by Stantec's and Alta's national expertise in Complete Streets, Vision Zero, and extensive experience successfully administrating and guiding communities on federal funding programs like SS4A and SRTS. Our team includes national SS4A experts, **Matthew Roe** and **Kate Fillin-Yeh**, who helped develop the National Association of City Transportation Officials (NACTO) design guidance.

**Team Partnership Continuity**: We have successfully delivered Safety Action Plans across Minnesota and nationwide including our ongoing SS4A effort with our partners, Alta and Square Loop in Hopkins, Minnesota. We have also worked with Alta on other safety and multimodal projects, such as the MnDOT Statewide Bicycle Plan.

**Successful Implementation and Outcomes**: A successful SAP doesn't end at plan adoption, it sets you up for implementation by identifying funding opportunities beyond SS4A's implementation grant. Since the SS4A program was first introduced by the Infrastructure Investment and Jobs Act in 2022, **Stantec has successfully secured $39.5 million in SS4A funding** for our clients.

**Proven SS4A Experience**: Our experience developing SS4A plans across the country helps us understand the complexity of developing and administrating SS4A planning and implementation projects. We will apply what we have learned to create an approach that is efficient, easy to understand, and based on strong technical analysis, and recommendations that fit Cottage Grove. Roadway safety is a long-standing priority for Stantec. Our team has worked on numerous projects across the state, including the Hopkins Safe Streets For All Plan locally and the Sheridan, Wyoming SS4A nationally.

We look forward to collaborating with you and the community to create a SAP that is actionable and reflective of Cottage Grove's identity. Please reach out to Joanne with any questions.

# Project Understanding

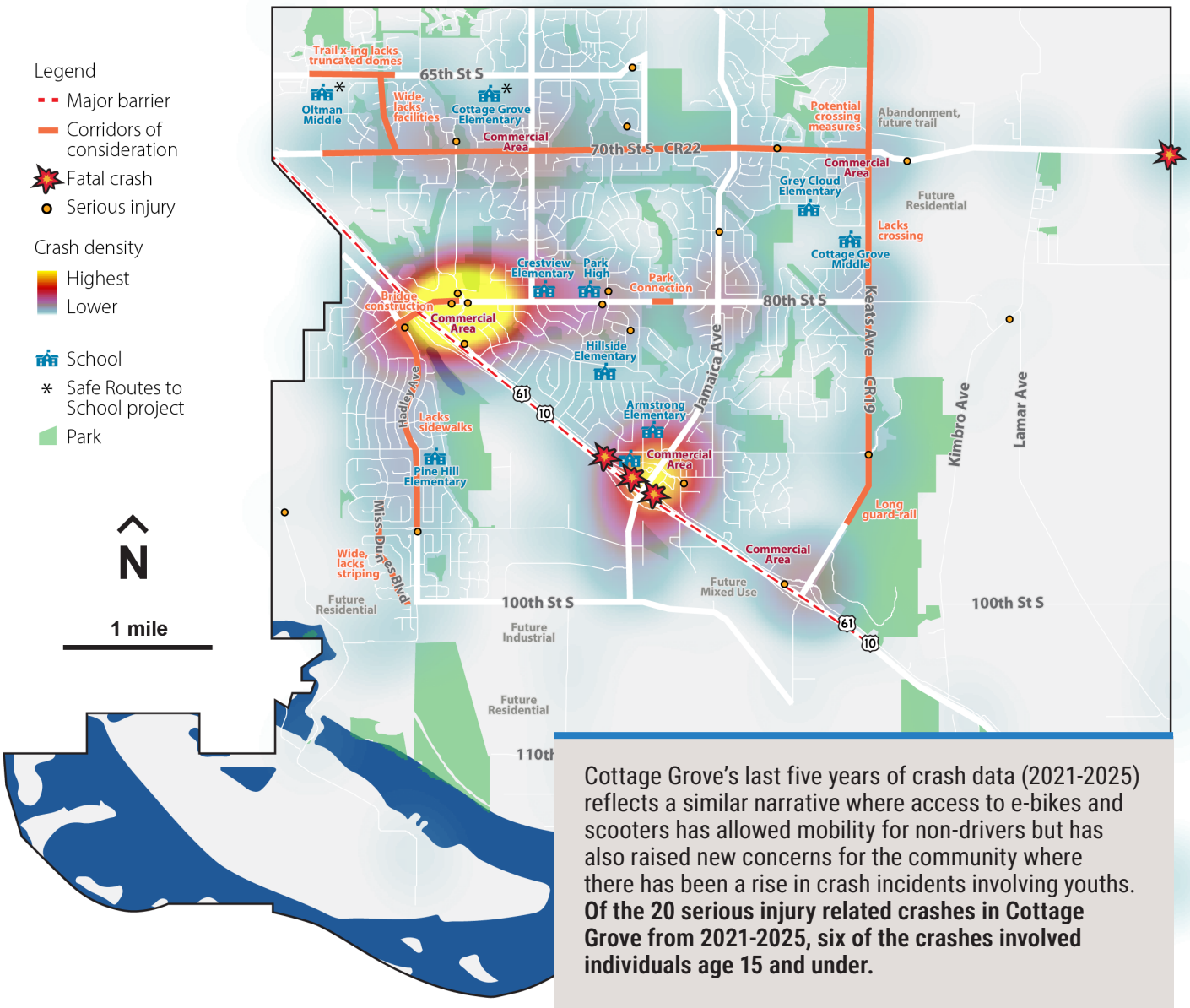
The City of Cottage Grove is advancing a comprehensive, data-driven initiative to improve roadway safety through development of a citywide, multimodal SAP supported by targeted demonstration projects and supplemental planning activities. Funded through the USDOT SS4A program, this effort reflects the City's commitment to reducing fatal and serious-injury crashes and achieving a long-term goal of zero roadway deaths, consistent with the Safe System Approach.

As a growing community experiencing increased transportation demand and aging infrastructure needs, Cottage Grove requires a plan that assesses existing conditions and provides actionable, prioritized safety strategies that are equitable, evidence-based, and responsive to the local community and landscape.

This project will leverage comprehensive safety analysis, predictive and systemic evaluation methods, and HIN identification to better understand risk across all users and to guide investment decisions. As leading roadway safety practitioners, we have seen an increase in new forms of transportation (electric bikes [e-bikes], scooters, autonomous vehicles, etc.) that have historically not been evaluated.

Our comprehensive approach places the Cottage Grove community at the center of the planning process. With a strong emphasis on identifying existing and future mobility barriers, including those affecting individuals without access to a vehicle, older adults, youth, and residents in areas with safety concerns. We are committed to developing a SAP that supports safe access to schools, parks, trail systems, and local businesses.

# Cottage Grove Crash Incident Heat Map




Cottage Grove's last five years of crash data (2021-2025) reflects a similar narrative where access to e-bikes and scooters has allowed mobility for non-drivers but has also raised new concerns for the community where there has been a rise in crash incidents involving youths. **Of the 20 serious injury related crashes in Cottage Grove from 2021-2025, six of the crashes involved individuals age 15 and under.**

**Our approach strengthens the City's transportation network, including trail and sidewalk connections, park access, and SRTS intiatives, while positioning the City to pursue future implementation funding and sustain long-term safety improvements.**

A key component of this project is the integration of demonstration activities, which will test potential safety improvements in real-world conditions and generate measurable data to inform the final SAP. These pilot projects will be selected collaboratively with the City and project management team and evaluated to determine effectiveness, scalability, and alignment with community needs. We are also excited to share six valuable additional tasks that will bolster the City's final SAP while staying within the budget allotted for this project.

Robust public engagement and stakeholder coordination will be central to the project's success. **Stantec,** in coordination with **Square Loop Planning,** will be your partner, leading community outreach, facilitating public meetings, and presenting to City Council and commissions.

Our engagement will incorporate local knowledge, reflect community priorities, and capture stakeholder perspectives in the analysis and recommendations. Leveraging our ongoing relationship with the City and local knowledge, our work plan includes an engagement plan designed to be intentional and form-fitting to Cottage Grove through innovative and fun activities that tie back to a collective goal: **Make roadways safer for all roadway users.**

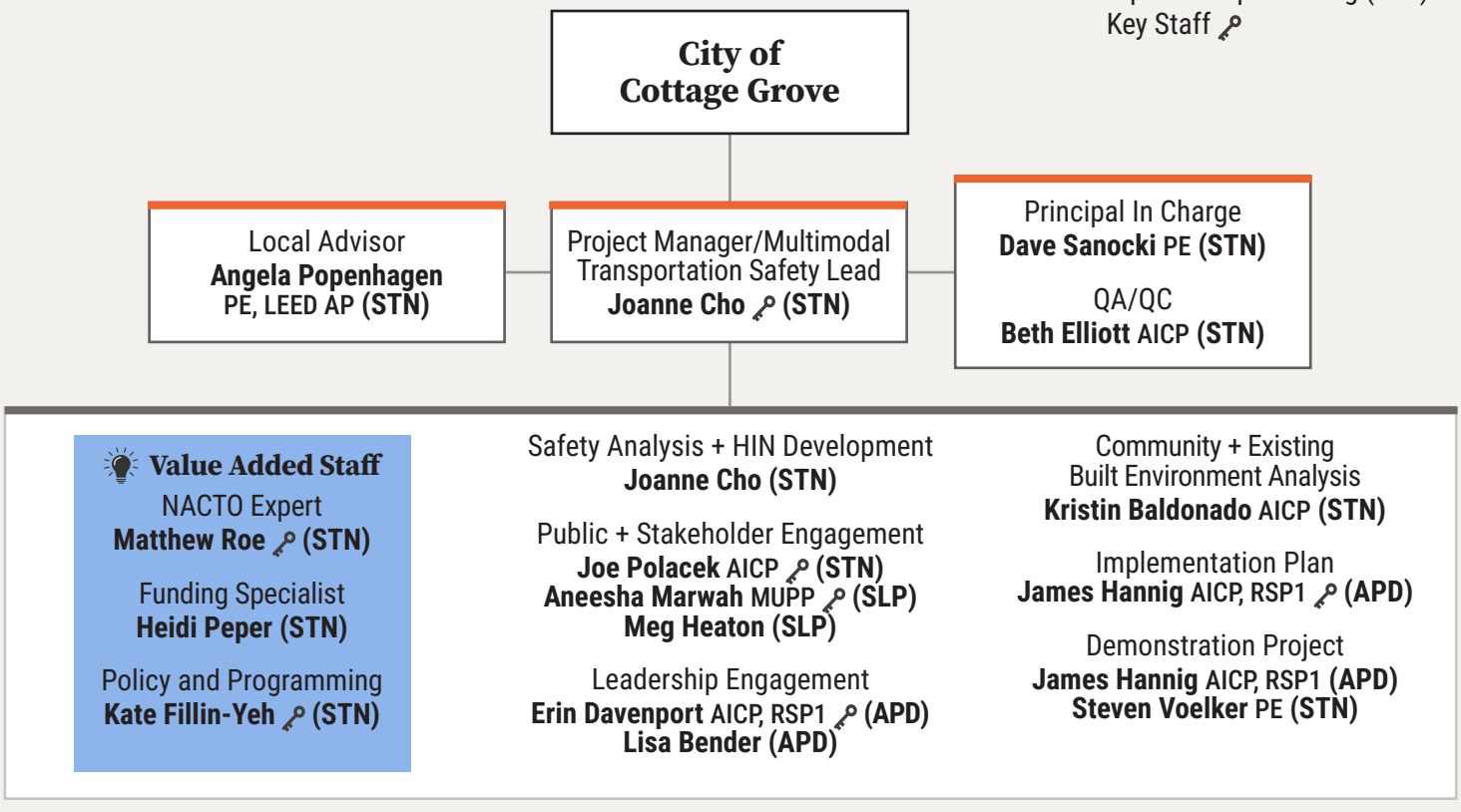
*Demonstration project led by Alta with students in Chaska, MN*

# Project Team, Qualifications, Experience, and Availability

## Team Organizational Chart

Brief resumes for our key personnel are listed on the following pages and include qualifications, experience, and availability.

**LEGEND**
Stantec (STN)
Alta Planning + Design (APD)
Square Loop Planning (SLP)
Key Staff 🔑



# Brief Key Personnel Resumes

## Joanne Cho

**Project Manager/Multimodal Transportation Safety Lead**

**Years of Experience**: 8
**Firm**: Stantec
**Availability**: 55%

**Education**
MS, Civil Engineering, University of Minnesota
MA, Urban and Regional Planning, University of Minnesota
BA, International Relations, Beloit College

Joanne has successfully led projects as project manager and/or lead transportation planner, developing and delivering several long-range transportation plans and studies that focus specifically on multi-modal transportation networks and federal safety projects, such as SS4A and SRTS nationwide.

**Relevant Project Experience**
- Safe Streets for All (SS4A) | Hopkins, MN | Stantec PM/Lead Multimodal Transportation Planner
- Meadowlands Action Plan for Safety | Bergen County, NJ | Technical Advisor
- Buford Highway Safety Action Plan Safe Streets and Roads For All | Doraville, GA | Transportation Planner
- SS4A Comprehensive Safety Action Plan | Sheridan, WY | Deputy Project Manager
- Safe Routes to School Plan Update | Casper, WY | Deputy Project Manager

## Matthew Roe

**NACTO Expert**

**Years of Experience**: 18
**Firm**: Stantec
**Availability**: 35%

**Education**
MA, Urban Planning, Columbia University
BA, Social Studies, Wesleyan University

Matthew is a nationally recognized, people-first transportation designer who led street design at NACTO, co-authored the Transit Street and Urban Bikeway Design Guides, and previously advanced major safety-driven street redesigns at NYC DOT.

**Relevant Project Experience**
- Capital Region Transportation Council - Vision Zero Action Plan (SS4A) | Albany County, NY | Technical Lead
- City of Rochester Safe Streets For All Planning & Demonstration Project | Rochester, NY | Deputy Project Manager
- Safe Streets for All (SS4A) Planning & Design On-Call | Providence, RI | Conceptual Design
- SS4A Safety Action Plan | Greenwich, CT | Concept Plans Task Lead

## Joe Polacek AICP

**Public and Stakeholder Engagement**

**Years of Experience**: 8
**Firm**: Stantec
**Availability**: 35%

**Education**
MA, Urban and Regional Planning, University of MN
BA, Design in Architecture, University of MN
Metropolitan Design Certificate, University of MN

**Registrations**
Certified Planner #35813, American Institute of Certified Planners

Joe is an experienced facilitator who leads engaging, trust-building virtual and in-person experiences, using compelling narratives and visual tools to make complex topics accessible.

**Relevant Project Experience**
- Safe Routes to School Plan Update | Casper, WY | Engagement Specialist
- Safe Routes to School Plan Update | Cheyenne, WY | Engagement Specialist
- MnDOT TH 43 Reconstruction | Winona, MN | Public Engagement
- 1st Avenue North Reconstruction | Minneapolis, MN | Engagement and Planning

## Aneesha Marwah MUPP

**Public and Stakeholder Engagement**

**Years of Experience**: 15
**Firm**: Square Loop Planning
**Availability**: 45%

**Education**
MUPP, University of Illinois-Chicago
BA, Political Science and International Development, Tulane University

Aneesha is an urban planning and community development leader with experience across more than 90 communities, specializing in cross-sector collaboration, creative partnerships, and implementable, place-based strategies.

**Relevant Project Experience**
- Safe Streets for All (SS4A) | Hopkins, MN | Engagement
- Walk-zata Action Plan | Wayzata, MN | Public Engagement
- Minnesota Pollution Control Agency, Pig's Eye Dump Task Force | Saint Paul, MN | Public Engagement

## Erin Davenport

AICP, RSP1

**Leadership Engagement**

**Years of Experience**: 10
**Firm**: Alta | **Availability**: 55%

**Education**
MURP, University of Minnesota | BA, Geography and Environmental Studies, Macalester College

**Registrations**
Certified Planner #32955, American Institute of Certified Planners
Road Safety Professional Level 1

Erin is a dedicated, active transportation planner who leads GIS-based safety, crash, and equity analyses to help communities develop data-driven, actionable plans toward zero traffic deaths.

**Relevant Project Experience**
- Safe Streets for All (SS4A) | Hopkins, MN | Project Manager
- Hennepin County Toward Zero Deaths Action Plan | Hennepin County, MN | Planner
- MnDOT Vulnerable Road User Safety Assessment | MN | Assistant Project Manager
- Freeport Safety Action Plan | IL | Assistant Project Manager
- MnDOT Active Transportation Planning & Technical Assistance | MN | Lead Planner

## James Hannig

AICP, RSP1

**Implementation Plan/ Demonstration Project**

**Years of Experience**: 22
**Firm**: Alta | **Availability**: 40%

**Education**
MUP, University of Wisconsin at Milwaukee
BS, Civil Engineering, Marquette University

**Registrations**
Certified Planner #029002, American Institute of Certified Planners
Road Safety Professional Level 1

James combines civil engineering and urban planning to lead multimodal, equity-focused projects, integrating demonstration initiatives and community-driven engagement to deliver safe, inclusive, and context-sensitive mobility solutions.

**Relevant Project Experience**
- Milwaukee SS4A Demonstration Street | WI | Senior Planner
- Webster Groves SS4A Comprehensive Safety Action Plan | MO | Senior Planner
- Kalamazoo SS4A Safety Action Plan and Intersection Upgrades | MI | Senior Planner
- Freeport Safety Action Plan | IL | Senior Planner

## Kate Fillin-Yeh

**Policy and Programming**

**Years of Experience**: 20
**Firm**: Stantec
**Availability**: 25%

**Education**
MA, Public Policy/Urban Planning, Harvard University | BA, Architectural History/Urban Studies, Barnard College

**Denotes projects completed with other firms*

Kate is a transportation policy leader with experience partnering with North American cities to advance people-focused, equitable mobility through strategic communication and practical, real-world solutions.

**Relevant Project Experience**
- Safe Streets Greenwich SS4A Safety Action Plan | Greenwich, CT | Project Manager
- Providence SS4A Implementation Planning and Design | Providence, RI | Project Manager
- NYC Vision Zero Action Plan* | New York, NY | Co-Author
- NACTO Urban Bikeway Design Guide 3rd Edition and Whitepapers* | US | Project Advisor

## Similar Project Examples

### Hopkins Safe Streets For All Plan

Hopkins, Minnesota

**Reference**: Sam Gallagher, Associate Planner
City of Hopkins, MN
1010 1st Street South, Hopkins, MN 55343
E: sgallagher@hopkinsmn.com
P: 952-548-6339

**Team**: Erin Davenport (Project Manager), Joanne Cho (Stantec PM/Lead Multimodal Transportation Planner), Joe Polacek (High Level Concept Visualization), Aneesha Marwah (Engagement)

This SS4A Plan, led by Alta with support from Stantec and Square Loop Planning, applies a Safe System approach that reinforces community identity through in-person engagement, including stakeholder walk and bike audits and community outreach. Data-driven safety and equity analyses are identifying crash trends, high-injury corridors, and critical connections for disadvantaged communities, informing prioritized strategies, a Bicycle and Pedestrian Network update, and a Safe Routes to School Plan. The effort is coordinated with the City's Comprehensive Plan and housing study, with an SS4A grant supporting near-term, high-impact safety pilots.

### Safe Routes to School Plan Update

Casper, Wyoming

**Reference**: Beth Andress, MPO Supervisor
Casper Area Metropolitan
Planning Organization (MPO)
200 N. David Street | Casper, WY 82601
E: bandress@casperwy.gov
P: 307-235-7562

**Team**: Joanne Cho (Deputy Project Manager), Joe Polacek (High Level Concept Visualization)

Stantec supported the MPO to update its Safe Routes to School Plan by conducting safety audits, identifying barriers, and developing prioritized action plans for 16 public and several private schools. We reviewed data, assessed school zones and routes for all users, and analyzed traffic operations, accessibility, and multimodal connectivity. Engagement included public meetings, surveys, and stakeholder coordination. Deliverables included GIS data, school-specific and systemwide plans, and materials for reporting and federal compliance.

### Cheyenne Safe Routes to School

Cheyenne, Wyoming

**Reference**:
Christopher Yaney, MPO Director
Cheyenne MPO
2101 O'Neil Avenue | Cheyenne, WY 82001
E: cyaney@cheyennecity.org
P: 307-638-4308

**Team**: Joanne Cho (Lead Transportation Planner), Joe Polacek (Engagement Lead), Ella Rasp (Plan Document Preparation)

Stantec assisted the Cheyenne MPO and LCSD1 in updating the Safe Routes to School Plan for 37 schools to improve safety and encourage walking, rolling, and biking. Public engagement included workshops, school visits, stakeholder meetings, and surveys. The team identified barriers, analyzed routes and intersections, and addressed sidewalk and trail gaps across the citywide network. The plan accounts for growth, adds new schools, evaluates increased traffic, and prioritizes safety improvement projects.

## Freeport Safety Action Plan

Freeport, Illinois

**Reference**: Gertrude Heimerdinger
Community Development Director
City of Freeport, IL
314 W. Stephenson St. | Freeport, IL 61032
E: cdplanner@cityoffreeport.org
P: 815-235-8221

**Team**: Erin Davenport (Assistant Project Manager), James Hannig (Senior Planner)

The Freeport Safety Action Plan, led by Alta with the City of Freeport and Fehr Graham, is a data-driven, community-informed plan grounded in Safe System principles to eliminate fatal and serious injury crashes and position the City for implementation funding. It integrates prior efforts, robust public engagement, and analyses of crash trends, High Injury Network, risk factors, speed, and social vulnerability to prioritize equitable, high-impact safety improvements.

## Sheridan SS4A Safety Action Plan

Sheridan, Wyoming

**Reference**: Thomas Morneau
City Engineer | City of Sheridan, WY
55 Grinnell Plaza | Sheridan, WY 82801
E: tmorneau@sheridanwy.gov
P: 307-675-4228

**Team**: Joanne Cho (Deputy Project Manager), Joe Polacek (Engagement), Jesse Mintz-Roth (SS4A Advisor), Kate Fillin-Yeh (NACTO Expert), Kristin Baldonado (Demographic Analsyis)

Stantec is helping the City of Sheridan develop a Comprehensive Safety Action Plan (CSAP) aligned with SS4A to reduce serious and fatal crashes. The team is analyzing crash data, roadway conditions, and multimodal gaps to identify high-risk locations and develop a High Injury Network and prioritized improvements. The plan will deliver clear strategies and an implementation roadmap to support funding and long-term safety improvements for all users.

## Safe Streets Greenwich SS4A Safety Action Plan

Greenwich, Connecticut

**Reference**: Michael Kiselak, Civil Engineer III
Town of Greenwich, CT
101 Field Point Road | Greenwich, CT 06830
E: michael.kiselak@greenwichct.gov
P: 203-622-3839

**Team**: Kate Fillin-Yeh (Project Manager), Matthew Roe (Concept Plans Task Lead)

We partnered with the Town of Greenwich to deliver a federally compliant Safety Action Plan through a 2023 SS4A grant. The plan included crash analysis, a prioritized network, countermeasures, policy recommendations, and 10% concepts for 15 high-crash locations, supported by walking charrettes and a school-area demonstration. The final plan positions Greenwich for SS4A implementation funding and provides a clear roadmap for safety improvements.

**Additional Similar Plans Completed by Stantec or Alta**

- SS4A Planning and Demonstration Project | Rochester, NY
- Safety Action Plan/Vision Zero Policy | Chelsea, MA
- SS4A Implementation Planning and Design On-Call | Providence, RI
- Vision Zero Action Plan (SS4A) | Albany County, NY
- Vision Zero Safety Action Plan | Worcester, MA
- SS4A Safety Action Plan | Clemson, SC
- SS4A Grant Assistance | Boston, MA
- Safe Roads & Streets for All (SS4A) | Middlesex County, NJ
- SS4A Action Plan | Grand Forks, ND
- Pedestrian Safety Action Plan | Greenville, SC
- New York State Thruway Authority (NYSTA) Comprehensive Safety Action Plan | New York, NY
- MnDOT Vulnerable Road User Safety Assessment | Statewide, MN
- Grand Forks MPO SS4A Safety Action Plan | Grand Forks/East Grand Forks, MN

# Work Plan — Project Approach

## Task 1: Project Management (Tasks 1.1-1.2)

Project manager, **Joanne Cho**, will provide clear, accountable, and efficient project management and quality assurance that keeps the City up-to-date while our team moves the project forward. Joanne will serve as the main point of contact and will oversee communication and coordination of subconsultants for the Stantec Team.

Following the project kickoff with City staff, Joanne will hold bi-weekly meetings with the City PM, and our team will prepare monthly progress updates, summarizing completed work, upcoming milestones, and decisions needed from the City. These updates will also highlight risk-mitigation measures and support the City's reporting requirements to USDOT and FHWA.

- **Task 1 Deliverables:**
- Bi-weekly project check-in meetings
- Monthly invoices/progress reports
- Project administration in compliance with USDOT and SS4A Grant Program terms and conditions.

## Task 2: Agency Engagement (Tasks 2.1-2.2)

Joanne will partner with the City PM to establish a Project Management Team (PMT) and Safety Action Committee. She will coordinate meetings, develop agendas, and our team will provide summaries for PMT, committee, and project meetings. The PMT will be the main group to oversee the project's progress and direction. The Safety Action Committee will serve as a group of stakeholders comprised of, but not limited to: agency representatives (other City function group staff, Washington County, MnDOT); community interest groups; youth groups; school district representatives; emergency responders (fire and police departments). We will also prepare presentation materials for up to two City Council and two Public Services Commission meetings.

- **Task 2 Deliverables:**
- Project kick-off meeting and monthly PMT meetings
- Up to two City Council meetings and up to two Public Services Commission meetings
- Meeting materials (i.e., presentations, project updates, meeting agendas, etc.)
- Meeting summaries

*Wide crossing widths like 80th Street make access to local amenities not only difficult but dangerous for those walking, biking, or rolling.*

## Task 3: Leadership Commitment (Tasks 3.1-3.2)

For this plan to be implemented successfully, key decision-makers need to be involved in the process. Their perspective allows the plan to realistically address local challenges, reflect community priorities, and continue building the culture of safety that is pivotal to a Safe System Approach. Working closely with decision-makers also helps them to understand and shape their role in making recommendations a reality.

**Erin Davenport** and **Lisa Bender** will facilitate an interactive half-day, in-person workshop with local decision-makers and agency staff to align on the Safety Action Plan vision, goals, and priorities. Workshop activities will be refined with PMT input. The workshop will present key safety trends, crash patterns, and initial community input (**Tasks 2 and 4**).

Following the workshop, the project team will draft policy and resolution language that reflects the shared vision and aligns with Safe System principles, ADA requirements, MnDOT guidance and standards. This will include a clear framework for advancing low-cost, high-impact safety strategies and integrating safety into ongoing City efforts. Takeaways from this workshop will be incorporated into **Tasks 6 and 7** to prioritize evidence-based projects and strategies, working toward the vision of reducing fatal and serious injury incidents on the City's roadways.

- **Task 3 Deliverables:**
- Half-day decision-maker workshop and associated materials
- Vision Zero Policy resolution, identifying a target date for reaching zero roadway fatalities and serious injuries

## Task 4: Public Engagement + Involvement (Tasks 4.1-4.4)

Led by **Joe Polacek** and **Aneesha Marwah**, we will deliver an inclusive, coordinated public engagement program that promotes participation from residents, landowners, and key stakeholders, including Washington County and MnDOT.

The team will gather input on safety concerns, existing conditions, and priorities through broad and targeted outreach. The first round will identify key issues and gauge support, while the second will present alternatives and define demonstration projects. We love to meet people where they are, using accessible tools like pop-ups, user-friendly web content, virtual meetings, and open houses. Social media, festival-style activities, and mobile-friendly content will expand reach, while clear messaging, strong visuals, and interactive activities will build trust and encourage meaningful, ongoing engagement.

← **Decals developed for engagement by this project team comprised of Stantec, Alta, and Square Loop**

Stantec will lead the overall communications strategy and online engagement, **leveraging experience with City coordination** and direct website editing. Square Loop will lead facilitation, branding, and materials for City review and approval.

Our team will create the Public Engagement Plan with city input. Making sure to target areas of concern and address school safety.

Square Loop will work with the City to set up a stakeholder committee and lead up to four meetings, with both virtual and in-person options. Stantec, Square Loop, and Alta are using a similar approach on a project in Hopkins, Minnesota. In Hopkins, the team focused on challenges at key intersections. For example, the second stakeholder meeting was a bike audit at those locations, and the third meeting will likely take place at a school to look at those issues in more detail. Square Loop will lead stakeholder coordination, communications, and related materials.

The team will also help prepare materials for the Leadership Commitment workshop and make sure the plan has a clear, consistent look and feel. Square Loop will create the outreach and open house materials that are creative, fun, and easily understood by the community. Square Loop will also work on the final deliverables for a consistent look and feel of the outreach and engagement.

- **Task 4 Deliverables:**
- Public Engagement Plan (PEP)
- Up to four Safety Action Committee meetings
- Up to four open houses (hybrid options)
- Up to three pop-ups
- Walk/safety audit
- Staff at all in-person events

## Task 5: Safety Analysis + Data Collection (Tasks 5.1-5.4)

Joanne will lead safety analysis, data collection, and High Injury Network (HIN) development. The team will prepare an initial data needs list for the PMT to review local, regional, and state safety trends, best practices, and programs, including SRTS data such as student location data and the Child Opportunity Index.

By evaluating existing programs, policies, and standards, along with local insights from **Dave Sanocki** and **Angela Popenhagen**, we will provide recommendations to help Cottage Grove enhance safety for all roadway users.

### *Plan + Policy Review*

The project team will review Cottage Grove's existing traffic safety plans, policies, and programs to inform non-infrastructure recommendations. They will analyze key documents and community-identified issues, alongside emerging micromobility trends, emphasizing non-infrastructure strategies aligned with the Safe System Approach.

Findings will inform stakeholder and decision-maker conversations to identify potential process changes, ordinance updates, and education efforts that move the city towards improved safety outcomes. The project team will compile findings into a summary memo.

### *Crash Trends*

Using MnDOT's crash data, we will analyze crash trends in Cottage Grove to tell the existing safety narrative. This will help identify high crash locations, vulnerable populations, and factors that may be contributing to certain crashes. Our analysis will:

- Identify citywide crash trends by mode (i.e. pedestrians, bicyclists, drivers, motorcyclists, etc.)
- Crash table breakdown by year, severity, and type
- Crash density maps to help identify crash concentrations by various attributes (i.e. mode, severity, and crash type)
- Map of fatal and serious injury crash locations and summary of contributing factors

Stantec's Visualization of the HIN Development Process

### *High Injury Network (HIN) Development*

A key component of the safety action plan is developing the HIN and identifying high-risk locations to inform engagement, priorities, and implementation. HIN corridors will help compare where fatal and serious injury crashes are relation to similar roadways. Our approach to building an HIN is data- and community-driven through the following methodologies:

- Identifying high-risk locations for reactive and proactive improvements
- Integrating and prioritizing community insights (e.g., near-misses, "secret" blind spots with on-street parking, etc.) to enhance safety around schools, parks, and areas with vulnerable users
- Depending on the crash data, developing up to two HIN that are mode type focused
- Developing HIN evaluation criteria aligned with other City-led roadway intiatives and multimodal access priorities (walking, biking, transit, driving)

*Built Environment + Existing Network Review*
Led by **Kristin Baldonado**, the team will review the existing sidewalk and bicycle/trail network to help identify gaps, challenges and potential barriers for those who are using alternative modes of transportation other than driving. Kristin will also conduct a built environment analysis to identify local destinations that generate walking, biking, and rolling trips. Insight from public and stakeholder engagement will support develop this task -providing qualitative data that is community-driven.

- **Task 5 Deliverables:**
- Crash Trend Analysis Memo
- Up to two HINs: one for all modes and one for pedestrians/bicyclists
- Review of existing sidewalk/bicycle network and Cottage Grove focused built-environment analysis of high crash frequency locations.
- Review summary of existing city plans, policies, and standards relevant to enhancing roadway safety

## Task 6: Implementation Plan (Tasks 6.1-6.2)

Led by Alta, we will develop an implementation plan that combines safety analysis and community/stakeholder input. Crash data, systemic risk factors, engagement comments, and HIN results will drive the development of strategies and program of projects customized Cottage Grove. Additionally, our prioritization framework will align with the Safe System Approach, evaluating strategies based on safety impact, feasibility, and cost. This framework will produce a ranked set of strategies supported by planning level costs and implementation roadmap outlining near-, mid-, and long-term actions.

**As part of the Casper, WY Safe Routes to School Plan Update, Stantec created "bike rodeo" courses for kids as an opportunity to make public engagement family-friendly while also educating on and promoting roadway safety.**

*Demonstration Projects*
The team will partner with the PMT to identify, design, implement, and evaluate two demonstration projects that inform the final Safety Action Plan. Building on our team's extensive experience with demonstration project installations across Minnesota, we will deliver purposeful, easy-to-implement installations and use them to pilot emerging tools, materials, and strategies that can scale into low-cost, citywide safety improvements.

**Alta is a national leader in demonstration and quick-build projects, author of the MnDOT Demonstration Project Implementation Guide, and has delivered more than a dozen demonstration/quick-build projects across Minnesota. These range from small residential bumpouts to major arterial corridor modifications. Alta will assess both intersection and corridor treatments to address emerging safety concerns for your plan.**

Working closely with the PMT, we will identify priority locations that build community understanding of transportation safety, involve residents in installation, and generate meaningful input for the long term. This effort will be supported by clear communication and evaluation plans for successful implementation and capture community feedback throughout.

- **Task 6 Deliverables:**
- Identification and refinement of up to two demonstration project locations based on analysis and engagement
- An implementation schedule identifying logical sequencing, staging considerations, and coordination points for each project intersection/corridor
- Evaluation plan tied to project goals, Safe System design principles, and community priorities for each location including an online survey for community feedback
- Situational advice on potential adjustments, informed by engineering feasibility, multimodal operations, and demonstration best practices
- Public facing messaging for each stage of the process, from pre-installation to evaluation, prioritizing transparency around project outcomes

## Task 7: Final Deliverables (Tasks 7.1-7.2)

Our team will develop an initial Safety Action Plan (SAP) draft for the PMT and Safety Action Committee for review. To provide a transparent plan document, comments received will be documented and incorporated into the final plan.

We will synthesize prior analyses, engagement, and findings into a concise, well-organized SAP supported by clear graphics and data. The plan will document the process and key insights, and present actionable recommendations across policies, programs, capital projects, funding, and implementation strategies grounded in the Safe System approach. Your final plan will meet FHWA's requirements, provide a pathway to reduce local traffic fatalities and serious injuries, and recommend strategies that align with the City's existing recommended best practices and design guidelines.

We will produce a clear, graphic executive summary to help policymakers and stakeholders quickly understand key assumptions, strategies, and recommendations. The plan will also include an evaluation toolkit to track safety progress, along with guidance for you to use after adoption.We will package all project data and files in their original and final formats for the City. Digital appendices will include full documentation of technical analyses, memoranda, and engagement summaries.

*Final SS4A Report*
After demonstration activities are completed, the project team will incorporate findings into the draft Safety Action Plan. Demonstration project evaluation (including quantitative and qualitative evaluation) will identify the type of projects prioritized, recommended time and resource inputs for priority locations, processes for implementing projects, and themes of recommended safety campaigns, among other elements. The team will conduct supplemental planning efforts between completion of the demonstration projects and submittal of a final Safety Action Plan to make adjustments based on lessons learned.

We will work with the City PM to provide the appropriate documentation/materials to develop a final report consistent with sections 24112(g)-(h) of the IIJA and to complete and submit progress and financial reporting and final report documentation to USDOT including:

- Cost of projects and strategies using the grant
- Data-backed roadway safety improvements and benefits identified in the City's initial grant application.
- Breakdown of funds spent/allocated to benefit underserved communities
- Recommendations, key findings, and lessons to help the City reduce severe and fatal traffic crashes.

**Task 7 Deliverables:**

- Draft and Final SAP
  - » Final SAP presentation materials for Council adoption
  - » Appendices of all technical memos and plan development approach/methodology summaries
  - » ADA compliant document per Federal compliance
- Plan progress evaluation toolkit
- Executive summary/fact sheet (original and final format)
- Relevant digital design and data files

## Task 8: Additional Tasks (Tasks 8.1-8.6)

In addition to the scope above, we are proposed six additional supplementary tasks that would help develop a more robust SAP. These tasks were also specifically identified by our project team to continue to set Cottage Grove up for success for implementation by providing helpful tools and resources.

*Funding + Grant Strategies*
**Heidi Peper**, Stantec's US East North America Funding Program (NAFP) lead, will advise the City on future funding opportunities to support implementation. Backed by a 250-person funding team, our goal is to position Cottage Grove for successful implementation following SAP adoption.

*Safety Walk/Bike Audit*
One of the best ways to really understand walking, biking, and rolling needs is to be out and about! We are proposing a walking/biking tour with the PMT/Safety Action Steering Committee and community decision-makers. With intentional stops at local pedestrian/bicycle trip generators, these are great opportunities to visit and experience first-hand some of the safety concerns within the community.

**Our team will be led by task leads with real learned experiences, taking on active roles through the project. Pictured left to right are Erin, Joanne, Aneesha, and Lisa from a recent bike tour for Hopkins' SS4A Plan.**

*Concept Development (10%)*
Sometimes, there is nothing better than a simple visualization to help imagine the proposed changes to a space. To help convey the visions and goals to enhance roadway safety for its users, we will develop up to three (3) high-level concept drawings at select locations. These conceptual drawings can be good starting points for the City to initiate conversations and use it as supplementary documents in future funding applications.

*Demonstration Project Evaluation Summary + Playbook*
Our team will document demonstration project outcomes and translate key findings into a concise, user-friendly playbook for citywide application. The playbook will capture: lessons from development, installation, and evaluation; it will help Cottage Grove build internal capacity for ongoing safety improvements.

- Typical applications of tested countermeasures and guidance on where they are most effective
- Recommended metrics and methods for evaluating project performance and communicating outcomes
- Common challenges and troubleshooting considerations, including maintenance needs, material durability, and operational adjustments
- Step-by-step considerations for planning and delivering future quick-build or pilot projects

### *Equity Segment Analysis*

An equity review will be conducted to make sure the SAP addresses the needs of disproportionately impacted and historically underrepresented communities, informing project and strategy prioritization, metrics, and funding strategies. Using prior plans, environmental justice data, and utilization of Replica Places travel demand model data, Alta will lead this effort to identify corridors heavily used by equity priority populations based on actual travel patterns, not just residential locations.

### *Implementation Readiness Toolkit*

A concise, action-oriented toolkit to help Cottage Grove advance its highest-priority safety strategies from planning to implementation will be developed. The toolkit will translate recommendations into clear next steps, supporting project definition, documentation, and readiness for future funding, including federal grants. Materials will be tailored to the City's context and aligned with typical grant evaluation criteria, and may include:

- Concept-level exhibits illustrating typical applications of priority safety countermeasures in local contexts
- Implementation phasing/sequencing guide including coordination with planned capital projects and maintenance activities
- High-level implementation considerations for common treatments (layout, materials, tradeoffs)
- Documentation approaches to capture community and partner support that strengthen project positioning
- Considerations of how priority projects may align with common federal merit criteria (safety impact, equity, cost-effectiveness, readiness)
- A checklist to support City staff in advancing projects from concept through funding and implementation

**Task 8 Deliverables:**

- Funding and grant strategies
- Safety walk/bike audit
- Demonstration project evaluation summary and playbook
- Concept development (10% - up to three concepts)
- Equity segment analysis
- Implementation readiness toolkit

## Project Schedule

| | Key Personnel | 2026 | | | | | | | 2027 | | | | | | | | | | | | 2028 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M |
| **Task 1: Project Management** | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Bi-Weekly City PM Check-in Meetings | Joanne Cho | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| 1.2 Monthly Project Updates | Joanne Cho | | | | | | | | | | | | | | | | | | | | | | |
| **Task 2: Agency Engagement** | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Monthly PMT Meetings/Safety Action Steering Committee | Joanne Cho | | | | | | | | | | | | | | | | | | | | | | |
| 2.2 City Meetings | Joanne Cho; Angela Popenhagen; Dave Sanocki | | | | | ◆ | | | | | | ◆ | | | | | ◆ | | | | | ◆ | |
| **Task 3: Leadership Commitment** | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Leadership Workshop | Lisa Bender | | | | | ◆ | | | | | | | | | | | | | | | | | |
| 3.2 Policy and Resolution Development | Erin Daly Davenport | | | | | | ◆ | | | | | | | | | | | | | | | | |
| **Task 4: Public + Stakeholder Engagement** | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 Public Engagement Plan (PEP) | Joe Polacek | ○● | ☆ | | | | | | | | | | | | | | | | | | | | |
| 4.2 Study Website Update | Joe Polacek | | | | | | | | | | | | | | | | | | | | | | |
| 4.3 Public/Stakeholder Engagement and Popups | Aneesha Marwah; Joe Polacek | | | | 📍 | | | | | | 📍 | | | | | | 📍 | | | | 📍 | | |
| 4.4 Focus Group Listening Sessions | Aneesha Marwah; Joe Polacek | | | 📍 | | | | | | 📍 | | | | | 📍 | | | | | 📍 | | | |
| **Task 5: Safety Analysis + Data Collection** | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 Data Collection and Plan/Policy Review | Joanne Cho; Erin Daly Davenport | | | ☆ | | | | | | | | | | | | | | | | | | | |
| 5.2 Crash Trends and Safety Analysis Memo | Joanne Cho | | | | ○● | ☆ | | | | | | | | | | | | | | | | | |
| 5.3 High Injury Network (HIN) Development | Joanne Cho | | | | | | ○● | ☆ | | | | | | | | | | | | | | | |
| 5.4 Built Environment and Existing Network Review | Kristin Baldonado | | | ○● | ☆ | | | | | | | | | | | | | | | | | | |
| **Task 6: Implementation Plan** | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 Project, Strategy, and Policy Recommendations and Implementation Plan | Matthew Roe; Kate Fillin-Yeh; James Hannig | | | | | | ○● | ☆ | | | | | | | | | | | | | | | |
| 6.2 Demonstration Projects (Selection, Design, Installation, Evaluation) | Erin Daly Davenport | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | ○● | ☆ | |
| **Task 7: Final Deliverables** | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 CSAP Final Plan | Joe Polacek | | | | | | | | ○● | | | | | | | | | | | | ○● | | ☆ |
| 7.2 Executive Summary Sheet | Joe Polacek | | | | | | | | | | | | | | | | | | | | ○● | | |
| **Task 8: Additional Tasks** | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 Funding + Grant Strategies | Stantec-Led | | | | | | | ☆ | | | | | | | | | | | | | | | |
| 8.2 Safety Walk/Bike Audit | Stantec-Led | | | | ☆ | | | | | | | | | | | | | | | | | | |
| 8.3 Demonstration Project Evaluation Summary + Playbook | Alta-Led | | | | | | | | | | | | | | | | | | ○● | ☆ | | | |
| 8.4 Concept Development (10%) | Stantec-Led | | | | | | | | | | | | | | | | | ○● | ☆ | | | | |
| 8.5 Equity Segment Analysis* | Alta-Led | | | ○● | ☆ | | | | | | | | | | | | | | | | | | |
| 8.6 Implementation Readiness Toolkit | Alta-Led | | | | | | | | | | | | | | | | | | ○● | ☆ | | | |

**KEY:** Task Duration ◆ Meeting/Workshop ○ Draft Deliverable ● Client Review ☆ Final/Key Deliverable ■ Demonstration Projects Active* 📍 Engagement Event (Open House, Stakeholder Engagement, Popups)

# Cost Proposal

| Tasks | Subtasks | Dave Sanocki *Principal In Charge* | Angela Popenhagen *Local Advisor* | Beth Elliott *QA/QC* | Joanne Cho *PM/Multimodal Transportation Planner* | Joe Polacek *Public and Stakeholder Engagement Lead* | Steven Voelker *Roadway Design Lead* | Kristin Baldonado *Community + Existing Built Environment Analysis* | Wei Xiao *HIN GIS Analyst* | Matthew Roe *NACTO Expert* | Kate Filln-Yeh *Policy + Programming* | Heidi Peper *Funding Lead* | Megan Allen *Project Control* | Stantec Expenses | Alta Planning + Design *(Average Billing Rate)* | Alta Expenses | Aneesha Marwah *Engagement (Square Loop)* | Meg Heaton *Engagement (Square Loop)* | Task Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Team** | | | | | | | | | | | | | | | | | | | |
| **Hourly Rates** | | *$200* | *$299* | *$223* | *$197* | *$177* | *$212* | *$183* | *$177* | *$251* | *$251* | *$251* | *$197* | *$1* | *$181.50* | *$1* | *$200* | *$100* | |
| **Task 1: Project Management** | | | | | | | | | | | | | | | | | | | **$43,131.68** |
| | 1.1 Bi-Weekly City PM Check-In Meetings | | | | 40 | 10 | | | | | | | | | 100 | | 35 | 20 | $37,061.52 |
| | 1.2 Monthly Project Updates (Invoicing, Progress Updates, Upcoming Key Milestones) | | | | 15 | | | | | | | | 15 | | | | | | $6,070.16 |
| **Task 2: Agency Engagement** | | | | | | | | | | | | | | | | | | | **$28,642.22** |
| | 2.1 Monthly PMT Meetings/Safety Action Steering Committee | | | | 50 | 10 | | | | | | | | | | | 30 | 5 | $18,434.90 |
| | 2.2 City Meetings (i.e. City Council and Public Services Commission) | | 4 | | 30 | 16 | | | | | | | | | | | | | $10,207.32 |
| **Task 3: Leadership Commitment** | | | | | | | | | | | | | | | | | | | **$17,407.64** |
| | 3.1 Leadership Workshop | 2 | 4 | | 10 | | | | | | | | | | 24 | | 10 | 10 | $11,018.64 |
| | 3.2 Policy and Resolution Development | 2 | 2 | | 8 | | | | | | | | | | 10 | | 10 | | $6,389.00 |
| **Task 4: Public + Stakeholder Engagement** | | | | | | | | | | | | | | | | | | | **$57,184.81** |
| | 4.1 Public Engagement Plan (PEP) | | | | 4 | 10 | | | | | | | | | | | | | $2,622.85 |
| | 4.2 Study Website Update | | | | 2 | 40 | | | | | | | | | | | | | $7,676.55 |
| | 4.3 Public/Stakeholder Engagement and Popups | | 4 | | 40 | 40 | | | | | | | | | 4 | | 30 | 70 | $30,319.83 |
| | 4.4 Focus Group Listening Sessions | | 4 | | 40 | 40 | | | | | | | | | | | | | $16,565.58 |
| **Task 5: Study Analysis + Data Collection** | | | | | | | | | | | | | | | | | | | **$61,210.20** |
| | 5.1 Data Collection and Plan/Policy Review | | | | 16 | | | | | | | | | | 36 | | 5 | | $10,765.91 |
| | 5.2 Crash Trends and Safety Analysis Memo | | 2 | | 40 | | | | | | | | | | 6 | | | | $9,781.93 |
| | 5.3 High Injury Network (HIN) Development | | | | 140 | | | | 20 | 15 | 4 | | | | | | | | $36,798.84 |
| | 5.4 Built Environment and Existing Network Review | | | 2 | 2 | | | 16 | | | | | | | | | | | $3,863.52 |
| **Task 6: Implementation Plan** | | | | | | | | | | | | | | | | | | | **$98,321.76** |
| | 6.1 Project, Strategy, and Policy Recommendations and Implementation Plan | | | | 20 | 10 | | | | 6 | 8 | | | | 45 | | | | $17,625.34 |
| | 6.2 Demonstration Projects (Project Selection, Design, Installation, and Evaluation) | 2 | 4 | | 25 | 25 | 10 | | | 6 | | | | | 340 | | 20 | | $80,696.42 |
| **Task 7: Final Deliverables** | | | | | | | | | | | | | | | | | | | **$39,285.77** |
| | 7.1 CSAP Final Plan | | | 2 | 20 | 60 | | | | 4 | 4 | | | | 84 | | 15 | 20 | $37,691.33 |
| | 7.2 Executive Summary Sheet | | | 2 | 2 | 4 | | | | | | | | | | | | | $1,594.44 |
| **Task 8: Additional Tasks** | | | | | | | | | | | | | | | | | | | **$57,757.92** |
| | 8.1 Funding and Grant Strategies | | 3 | | 2 | | | | | | | 10 | | | | | | | $3,897.36 |
| | 8.2 Safety Walk/Bike Audit | | | 4 | 14 | 10 | | | | | | | | | 10 | | 15 | 5 | $10,872.41 |
| | 8.3 Demonstration Project Evaluation Summary and Playbook | | | | 4 | | | | | | | | | | 52 | | | | $10,245.98 |
| | 8.4 Concept Development (10% - Up to Three Concepts) | | 3 | | 4 | 20 | 10 | | | | | | | | | | | | $7,531.21 |
| | 8.5 Equity Segment Analysis | | | | 4 | | | | | | | | | | 72 | | | | $13,875.98 |
| | 8.6 Implementation Readiness Toolkit | | | | 4 | | | | | | | | | | 58 | | | | $11,334.98 |
| **Expenses** | | | | | | | | | | | | | | | | | | | **$37,000.00** |
| | Overall Engagement Materials (i.e. Printing, Boards, Mileage, Engagement Event Supplies, Etc.) | | | | | | | | | | | | | 2,000 | | | | | $2,000.00 |
| | Demonstration Project Materials (Alta) | | | | | | | | | | | | | | | 35,000 | | | $35,000.00 |
| **Total Hours** | | **6** | **30** | **10** | **536** | **295** | **20** | **16** | **20** | **31** | **16** | **10** | **15** | **-** | **841** | **-** | **170** | **130** | |

| | |
|---|---|
| **Labor Total** | **$402,942.00** |
| **Expenses** | **$37,000.00** |
| **Total Cost** | **$439,942.00** |

# Summary

Stantec, in partnership with Alta Planning + Design and Square Loop Planning, offers a comprehensive approach to deliver Cottage Grove's SS4A SAP. Our team will guide you through a structured, data-driven process that transforms analysis into actionable, fundable safety improvements.

From project management and agency coordination to technical analysis, community engagement, and final plan development, we provide a seamless integration of services designed to reduce fatal and serious injury crashes and position Cottage Grove for long-term success across each phase of your SS4A planning efforts. Our work includes detailed crash and HIN analysis, socio-economic and equity assessments, and multimodal network evaluation, so you know our recommendations are grounded in data, responsive to community needs, and aligned with the Safe System Approach.

We combine our technical expertise with inclusive engagement led by experienced facilitators, so community voices shape priorities, strategies, and demonstration projects. Our innovative use of real-world pilot projects allows the City to test and refine solutions before implementation, reducing risk and building public support.

We will provide a clear, actionable Safety Action Plan that includes prioritized strategies, planning-level costs, and an implementation roadmap to address immediate needs and long-term priorities.

**What sets our team apart is the combination of local knowledge, national SS4A leadership, and proven implementation success.**

Stantec brings more than 60 years of experience serving Cottage Grove and a track record of securing $39.5 million in SS4A funding for clients. Our partnership with Alta and Square Loop adds nationally recognized expertise in Complete Streets, Vision Zero, demonstration projects, and equitable community engagement.

Together, we offer:

- Proven SS4A experience delivering compliant, high-quality Safety Action Plans nationwide
- Integrated technical and community-driven approach that aligns data with lived experience
- Demonstrated success in implementation and funding beyond plan adoption
- A collaborative, local team positioned to deliver effective solutions tailored for Cottage Grove
- A clear path to implementation, funding, and measurable safety outcomes.

# Conflict of Interest

Stantec Consulting Services Inc. affirms that neither the firm nor its subconsultants have any actual or potential conflicts of interest related to this project. We believe that there are no circumstances that exist that would create a conflict, impair objectivity, or limit our ability to provide independent, unbiased services to the City of Cottage Grove. Stantec and its project partners are committed to maintaining the highest standards of professional integrity, transparency, and accountability throughout the duration of this project. Should any actual or potential conflict of interest arise during the course of the work, we will promptly disclose it to the City and take appropriate steps to address it in accordance with applicable regulations and professional standards.

# Terms and Conditions

We have reviewed the standard terms and conditions of the City's Agreement for Professional Services and have the following requested modifications:

- There is no limitation of liability and waiver of consequential damages clause.
- **Article 1.b** - Being required to perform our services to the client's satisfaction could alter the customary standard of care to which we are legally held. Article 6 contains a reasonable standard of care. In addition, the term "timely" could be used against Stantec even in the instance of a delay occurring that is not due to Stantec's negligence or if something happens that is beyond our control. Therefore, we request removal of "timely" and revision that we agree to perform the services to the client's reasonable satisfaction.
- **Article 5** - The project team should be aware of the 10-day payment requirement for subs.
- **Article 7** - We prefer that force majeure clauses also include pandemics.
- **Article 10.a** - The indemnity is negligence based, but we've requested removal of "agents" which is ambiguous and "claims" which is too broad.
- **Article 12** - The ownership of documents provision does provide for Stantec to be paid prior to handing the work over. However, we request an indemnity for reuse and modification of our work product.

# City Council Action Request

# 7.AA.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Public Works |
| **Agenda Category** | Action Item |
| **Title** | First Amendment to the Amended and Restated Site Lease Agreement, Woodlane/West Draw Water Tower Site |
| **Staff Recommendation** | Authorize the signing of the amendment to the lease agreement held between the City of Cottage Grove and New Cingular Wireless PCS, LLC. |
| **Budget Implication** | Expenses for this project including administration, legal, engineering, and construction quality assurance shall be funded through an escrow issued by the Tenant to the City. |

**Attachments**

| | |
|---|---|
| 1. | Lease Agreement Amendment_AT&T memo |
| 2. | Lease Agreement Resolution |
| 3. | First_Amendment___woodlane att legal approval 07-08-26 clean w EX C-1 |
| 4. | C-1 FINAL KR |

**To:** Honorable Mayor Pro Tem and City Council
Jennifer Levitt, City Administrator

**From:** Chad Donnelly, Deputy Public Works Director

**Date:** July 15, 2026

**Re:** First Amendment to the Amended and Restated Site Lease Agreement, Woodlane/West Draw Water Tower Site

---

## Background

The City of Cottage Grove is landlord to the Woodlane/West Draw Water Tower Site, Lot F, Pine Summit 1st Addition. The Tenant is New Cingular Wireless PCS, LLC as successor-in-interest to AT&T Wireless Services of Minnesota. The Tenant has requested an amendment to the current lease agreement in order to let a project that will replace the current (antenna) infrastructure with new technology. The amendment has been reviewed and approved by City staff and City attorney.

## Discussion

The Tenant has requested an amendment to the current lease agreement for the letting and commissioning of a telecommunications project at the Woodlane/West Draw Water Tower site. The project is being coordinated and overseen by City staff and its' consultant. Project documents and permit-approvals for the project have been released by the City. Notice to proceed will be issued subsequent to City Council approval of this amendment.

### Budget Implications

Expenses for this project including administration, legal, engineering, and construction quality assurance shall be funded through an escrow issued by the Tenant to the City.

## Recommendation

Authorize the signing of the amendment to the lease agreement held between the City of Cottage Grove and the Tenant.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-093

**RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT HELD BETWEEN NEW CINGULAR SERVICES AND THE CITY OF COTTAGE GROVE**

WHEREAS, an amendment to a current telecommunications lease agreement has been prepared, by the City (landlord), for New Cingular Wireless PCS, LLC (tenant) to replace certain antenna infrastructure at a water tower site owned and operated by the City,

WHEREAS, the Tenant has prepared plans and specifications, for review and approval by the City, to replace the current telecommunications infrastructure at the site,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes the signing of the amendment for commencement of the project.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

Market: Northern Plains (MN)
Cell Site Number: MNL03117
Cell Site Name: WOODLANE
FA Number: 10081795

# FIRST AMENDMENT TO THE AMENDED AND RESTATED SITE LEASE AGREEMENT

## WOODLANE/WEST DRAW WATER TOWER SITE COTTAGE GROVE, MINNESOTA

**THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT** ("First Amendment") is effective this ___ day of _____, 2026 (the "Effective Date"), by and between the **City of Cottage Grove, Minnesota**, a Minnesota municipal corporation, having a mailing address of 12800 Ravine Parkway South, Cottage Grove, MN ("Landlord") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lennox Park Blvd NE, 3rd Floor, Atlanta GA 30319, as successor-in-interest to AT&T Wireless Services of Minnesota, Inc., a Nevada corporation ("Tenant").

**WHEREAS**, Landlord and Tenant are parties to that certain Site Lease Agreement dated as of June 28, 2000, as amended by that certain First Amendment to Site Lease Agreement dated September 13, 2011, and by that certain Second Amendment to Site lease Agreement dated June 21, 2017 (collectively, the "Original Lease"); and

**WHEREAS**, the parties amended and restated the Original Lease in its entirety in that certain Amended and Restated Site Lease Agreement ("Current Lease") dated as of April 7, 2021, which is incorporated herein and made a part hereof by reference, in regard to certain property located at Lot F, Pine Summit 1st Addition, in the City of Cottage Grove, County of Washington, State of Minnesota, and relating to the installation and operation of Tenant's wireless communications equipment; and

**WHEREAS**, Landlord and Tenant desire to amend the Current Lease to: replace Exhibit C of the Current Lease (the "Antenna Facilities" site plan), with a current antenna facilities site plan; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section; and

**WHEREAS**, Landlord and Tenant hereby express their mutual desire and intent to amend the Current Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. Replacement. The site plan in Exhibit C of the Current Lease is to be replaced with the site plan attached hereto as Exhibit C-1.

2. Notices. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows.

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

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

(i) To Tenant's Lease Administration Department by email at NoticeIntake@att.com with "Cell Site #: MNL03117; Site Name: WOODLANE (MN) FA#: 10081795," in the e-mail subject line; and
(ii) With a copy of notices of default to Lessee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

If to TENANT: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site # MNL03117; Cell Site Name: WOODLANE (MN)
Fixed Asset #: 10081795
208 S. Akard Street
Dallas, TX 75202-4206

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Current Lease and this First Amendment, the terms of this First Amendment shall control. Each reference in the Current Lease to itself shall be deemed also to refer to this First Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Current Lease.

[remainder of page intentionally blank]

**IN WITNESS WHEREOF,** the parties hereto have caused this First Amendment to be executed on the date and year written below effective as of the Effective Date above.

**LANDLORD**
City of Cottage Grove, a Minnesota Municipal corporation

By:_____
Justin Olsen, Acting 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 Justin Olsen and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Acting 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 Acting Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

**TENANT**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By:_____

Name: Andrew Sackreiter

Title: Director-Construction & Engineering

STATE OF MINNESOTA )
) ss:
COUNTY OF RAMSEY )

On this ____ day of _____, 2026 before me personally appeared Andrew Sackreiter, and acknowledged under oath that s/he is the Director-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC and as such is authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public

# EXHIBIT C-1

| | |
|---|---|
| AT&T SITE NUMBER: | MNL03117 |
| PROJECT DESCRIPTION: | LTE RRH SWAP |
| TOWER TYPE: | 157' WATER TANK |
| SITE ADDRESS: | 6950 MEADOW GRASS AVE S<br>COTTAGE GROVE, MN 55016<br>(WASHINGTON COUNTY) |
| JURISDICTION: | CITY OF COTTAGE GROVE |
| PRESENT OCCUPANCY TYPE: | TELECOMMUNICATIONS FACILITY |
| CURRENT ZONING: | R5 |
| PARCEL ID: | 06.027.21.44.0007 |

## PROJECT INFORMATION

| | |
|---|---|
| LATITUDE: | N 44° 50' 55.89" (44.848856)* |
| LONGITUDE: | W 92° 56' 6.39" (-92.968436)* |
| GROUND ELEVATION: | ± 948' (AMSL) ** |

* INFORMATION PROVIDED BY AT&T
** INFORMATION PROVIDED BY FAA

## TOWER COORDINATES

## LOCATION MAP




## DRIVING DIRECTIONS

DIRECTIONS FROM MINNEAPOLIS-SAINT PAUL INTERNATIONAL AIRPORT TO SITE:

HEAD NORTHWEST ON GLUMACK DR. SLIGHT LEFT. TURN LEFT TOWARD NORTHWEST DR. MERGE WITH NORTHWEST DR. AT THE ROUNDABOUT, CONTINUE STRAIGHT. SLIGHT LEFT ONTO GLUMACK DR. USE THE LEFT 2 LANES TO TURN SLIGHT LEFT TO MERGE WITH I-35E/MINNESOTA 5 EAST. USE THE RIGHT 2 LANES TO TAKE THE I-35E/MN-5 EAST EXIT TOWARD MINNEAPOLIS/ST PAUL/AIRPORT. MERGE ONTO I-35E. TAKE EXIT 101 TOWARD MENDOTA BRG. KEEP LEFT TO CONTINUE ON MN-62 E. FOLLOW MN-62 E AND MN-13 S TO MERGE WITH I-494 E. 2.3 MI. TAKE EXIT 63B TO MERGE WITH US-10 EUS-61 S TOWARD HASTINGS. TAKE EXIT 127 TOWARD WA-22/70TH ST/SUMMIT AVE. TURN LEFT ONTO 70TH ST S/SUMMIT AVE. TURN LEFT ONTO MEADOW GRASS AVE S.

## CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. MINNESOTA BUILDING CODE (2020 EDITION)
2. MINNESOTA CODE COUNCIL
3. ANSI/TIA-222-H
4. 2023 NEC
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

PROJECT INFORMATION:

# 6950 MEADOW GRASS AVE S
# COTTAGE GROVE, MN 55016
# (WASHINGTON COUNTY)

## AT&T SITE #: MNL03117
## FA LOCATION CODE: 10081795
## USID: 14858
## SITE NAME: WOODLANE

**IWM JOB#/PTN#**
**WSUMW0034496/3511A1DAGR**
WSUMW0034691/3511A1DBG9
WSUMW0034328/3511A1DCAH
WSUMW0034543/3511A1DB1G
WSUMW0034640/3511A1DB4B

| REFERENCE NOTES |
|---|
| CONTRACTOR SHALL REQUEST CURRENT RFDS PRIOR TO CONSTRUCTION MANAGER |
| GC SHALL REVIEW AND COMPLY WITH STRUCTURAL ANALYSIS REPORT FOR PROPOSED EQUIPMENT MOUNT ANALYSIS REPORT BY TEP DATED MARCH 3, 2026 |

| TOWER OWNER: | |
|---|---|
| NAME: | CITY OF COTTAGE GROVE |
| ADDRESS: | 12800 RAVINE PKWY S |
| CITY, STATE, ZIP: | COTTAGE GROVE, MN 55016 |
| CONTACT: | RICK ALT |
| EMAIL: | RALT@COTTAGEGROVEMN.GOV |
| APPLICANT/LESSEE: | |
| ADDRESS: | AT&T MOBILITY |
| CITY, STATE, ZIP: | BLOOMINGTON, MN 55431 |
| CIVIL ENGINEER: | |
| NAME: | TEP |
| ADDRESS: | 326 TRYON ROAD |
| CITY, STATE, ZIP: | RALEIGH, NC 27603 |
| CONTACT: | ANDREW R. BERGLUND, P.E. |
| PHONE: | (919) 661-6351 |
| PROPERTY OWNER INFORMATION: | |
| NAME: | CITY OF COTTAGE GROVE |
| ADDRESS: | 12800 RAVINE PKWY S |
| CITY, STATE, ZIP: | COTTAGE GROVE, MN 55016 |
| SITE ACQUISITION SUPPLIER: | |
| NAME: | SMARTLINK |
| CONTACT: | JACQUELYN SPOHR |
| EMAIL: | SMARTLINKSPOHR@SMARTLINKGROUP.COM |
| PROJECT MANAGER: | |
| AT&T PM: | KYLE KUE |
| EMAIL: | KY8972@ATT.COM |
| CONSTRUCTION MANAGER: | |
| AT&T CM: | PETER MCENERY |
| EMAIL: | PM7351@ATT.COM |

## CONTACT INFORMATION

TOWER SCOPE OF WORK:

- REMOVE (9) ANTENNAS
- REMOVE (15) RRHs
- REMOVE (3) TMAs
- REMOVE (1) RFS APC6-10E
- REMOVE (9) DC2-48-60-0-9E
- REMOVE (1) 8 AWG DC POWER TRUNK
- INSTALL (6) CELLMAX 120718 ANTENNAS
- INSTALL (3) ARC 6626 RRUs B77M ANTENNAS
- INSTALL (3) 4478 B77G RRUs
- INSTALL (3) 4490 B66/B12A RRUs
- INSTALL (3) 4494 B14/B29 RRUs
- INSTALL (3) 4890 B25/B66A RRUs
- INSTALL (2) DC9-48-60-24-PC16-EV NEMA BOXES
- INSTALL (12) P30120 10' MOUNT PIPES
- INSTALL (9) DCP18K PIPE TO PIPE CLAMPS
- INSTALL (1) 6 AWG DC POWER TRUNK
- INSTALL (1) 8 AWG DC POWER TRUNK
- EXISTING (4) 8 AWG DC POWER TRUNKS

GROUND SCOPE OF WORK:

- REMOVE ALL (E) NOKIA BBUs
- REMOVE (1) COMMSCOPE POWERSHIFT
- REMOVE (5) 24V/-48V CONVERTERS
- INSTALL (1) 6672 BBU
- INSTALL (1) 6701 SITE CONTROLLER
- INSTALL (8) 48V/5/9VDC CONVERTERS
- INSTALL DC BREAKERS AS NEEDED PER ATT-CEM-18002
- EXISTING (2) DCP18-48-60-RM
- EXISTING (2) DCRTP STD -48VDC NETSURE 7100 1000A POWER PLANT
- EXISTING (14) R48-2000E3 RECTIFIERS
- EXISTING (5) C48/24-1500 CONVERTERS
- EXISTING (20) SBS190F BATTERIES

NOTES:

1. PAINT ANTENNAS TO MATCH WT
2. USE VINYL WRAP FOR AIR ANTENNA

| SHEET | DESCRIPTION | REV |
|---|---|---|
| T-1 | TITLE SHEET | 4 |
| N-1 | GENERAL NOTES | 2 |
| N2 - N3 | AT&T MACRO BUILD STANDARDS | 2 |
| C-1A | OVERALL SITE LAYOUT | 3 |
| C-1B | DETAILED EQUIPMENT LAYOUT | 3 |
| C-2 | TOWER ELEVATION | 3 |
| C-3A | EXISTING ANTENNA/CABLE SCHEDULE | 3 |
| C-3B | EXISTING ANTENNA ORIENTATION | 2 |
| C-4A | PROPOSED ANTENNA/CABLE SCHEDULE | 4 |
| C-4B | PROPOSED ANTENNA ORIENTATION | 4 |
| E-1 | ELECTRICAL NOTES | 2 |
| E-2 | PROPOSED ANTENNA MOUNTING DETAILS | 4 |
| G-1 - G-3 | GROUNDING DETAILS | 2 |
| R-1 - R-14 | SUPPLEMENTAL | |

## INDEX OF SHEETS

## SCOPE OF WORK

## JURISDICTION APPROVAL

PLANS PREPARED FOR:

AT&T
7900 XERXES SOUTH, 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03117
AT&T FA CODE: 10081795
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COUF. 1042

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date: 04/14/26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04/14/26 | 100% CONSTRUCTION |
| 3 | 03/06/26 | 100% CONSTRUCTION |

DRAWN BY: PRB | CHECKED BY: CCJ

SHEET TITLE:

# TITLE SHEET

SHEET NUMBER: T-1 | REVISION: 4

TEP #3300642.425348

TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DIFFERENT SERVICES IN DIFFERENT JURISDICTIONS, DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY. TEP ENGINEERING, LLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY, OR NEW BORNSTEIN, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY. GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY. WE ACQUIRE THE REQUISITE LICENSES IN EACH STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY.

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED AT&T OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE/SHE HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED, AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF MINNESOTA.
3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-H-2018. THIS CONFORMS TO THE REQUIREMENTS OF THE MINNESOTA BUILDING CODE, 2020 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MINNESOTA BUILDING CODE, 2020 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS AND GUYING SYSTEMS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD WORK ON THIS PROJECT. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND DURING VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK IN THE AREA OF THE DISCREPANCIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM CONSTRUCTION IN A WORKMANLIKE MANNER. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
11. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
12. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE AT&T PROJECT MANAGER.
13. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER SUPPLIED MATERIAL. VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
14. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
15. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
16. THE CONTRACTOR SHALL REMOVE AND REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS UNDISTURBED STATE. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
17. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
18. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE CONTACT BY GOVERNING AGENCY INSPECTIONS. A COMPETENT RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR
19. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
20. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
21. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND TYPES REQUIRED BY AT&T. CERTIFICATES OF INSURANCE SHALL BE PROVIDED TO AT&T PRIOR TO THE START OF THE WORK ON THE PROJECT.
22. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
23. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
24. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING BID. ANY DISCREPANCIES BETWEEN CONDITIONS SHOWN ON THESE DRAWINGS AND CONDITIONS IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE AT&T PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
25. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

## GENERAL NOTES

SCALE: N.T.S.

PLANS PREPARED FOR:

AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

**AT&T SITE #: MNL03117**

**AT&T FA CODE: 10081795**

6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN CO/#: 10425

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota

Print Name: JEREMIAH ARTHUR BERGLUND

Signature:

Date: 05-04-22 License # 59085

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 05-04-22 | 100% CONSTRUCTION |
| 1 | 10-15-21 | 100% CONSTRUCTION |

DRAWN BY: FRD CHECKED BY: CCO

TEP CPCO, LLC

SHEET TITLE:

**PROJECT NOTES**

SHEET NUMBER: **N-1**

REVISION: 2

TEP#355099C.425343

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## MACRO BUILD STANDARDS:

1. 24" EDGE-TO-EDGE MINIMUM SPACING BETWEEN ANTENNAS REDUCES THE POTENTIAL FOR RF IMPAIRMENT AND MAXIMIZES THE NUMBER OF ANTENNAS AVAILABLE ON MOST COMMON SECTOR FACE SIZES.
2. MAXIMIZE EDGE-TO-EDGE ANTENNA SPACING BEYOND 24" WHERE POSSIBLE
3. SKEW IS NOT APPROVED. ALL EQUIPMENT MUST BE INSTALLED A MINIMUM OF 12" BEHIND THE HORIZONTAL MOUNTING PIPE OF ALL SECTOR ANTENNAS EQUIPMENT EXAMPLE: RRHs, RRUs DCs/s, TMAs, MULTIPLEXERS, BUS BARS, OR OTHER ANCILLARY EQUIPMENT.
4. ANY EQUIPMENT INSTALLED BETWEEN ANTENNAS, EVEN IN THE "BACKSIDE" OF THE HORIZONTAL MOUNTING PIPE SECTOR ANTENNA MOUNTING PIPE IS NOT APPROVED.
5. IN ADDITION TO THE MINIMUM SEPARATION REQUIREMENTS, NO EQUIPMENT IS TO BE INSTALLED IN FRONT (FACE PLANE), ABOVE, BELOW OR SIDE OF ANTENNAS (ETC., IN-BETWEEN ANTENNAS).
6. AT&T DOES NOT SHARE LEASE ENVELOPE BORDERS WITH ADJACENT OPERATORS. AT&T MUST HAVE A MINIMUM OF 12" BETWEEN ENVELOPE BOUNDARIES. IF NO LEASE ENVELOPE IS DEFINED, MAINTAIN AT LEAST 12" BETWEEN ADJACENT OPERATOR EQUIPMENT (ANTENNA PIPE MOUNT/CABLES).
7. IF RAD REPLACEMENT ENCROACHES WITHIN 12" OF THE NEAREST HORIZONTAL MOUNTING PIPE, RF ABSORPTIVE MATERIAL MUST BE INSTALLED ON ANTENNAS.
8. FOR INSTALLATIONS ON A ROOFTOP WATER TANK, BILLBOARD OR AN INSTALLATION WHERE ANTENNAS ARE ABOVE, BELOW OR BEHIND A SURFACE OR OBSTRUCTION, ADHERE TO ANTENNA CLEARANCE STANDARDS AND PLAN ACCORDINGLY.
9. 3GHz AND mmWAVE ACTIVE ANTENNAS MUST USE APPROPRIATE STEALTHING FILM(S).

**Table 2: Build Standards Part 1 of 4**

| Lease Envelope [1, 2] | Antenna Centerline (RAD) Accuracy [3] | Antenna Tip Height | Mount Alignment Accuracy | Antenna Vertical Mounting Pipe Placement on Horizontal Mounting Pipe |
|---|---|---|---|---|
| Per Tower Owner Master Leasin Agreement (MLA) | AT&T RAD CL within (+/-) 6" AGL | (+/-) 6" AGL | (+/-) 3° AGL | (+/-) 1" |

**Table 3: Build Standards Part 2 of 4**

| Antenna Horizontal and Corner spacing [4] | Antenna Face Plane | Antenna Azimuth (Aiming) Accuracy [4] | Antenna Skew to Mount Alignment Accuracy | Antenna Mechanical Downtilt Accuracy | Antenna Plumb (roll) Tolerance |
|---|---|---|---|---|---|
| Minimum ≥ 24" | ≤ 2" | (+/-) 3° | (+/-) 1° | (+/-) 1° | (+/-) 1° |

**Table 4: Build Standards Part 3 of 4**

| Ancillary Equipment Placement Distance Behind Horizontal Mounting Pipe [4] | Vertical/Radio Separation [5] | 3 GHz AAS & mmWave Vertical Antenna Separation [5] | Wall Mounted Equipment Placement Vertical to Antennas | Wall Mounted Equipment Placement Horizontal to Antennas |
|---|---|---|---|---|
| ≥ 12" | ≥ 16" Between units (Airflow - Cooling) | ≥ 12" Between Units (Airflow - Cooling) (RF Isolation) | ≥ 24" Vertical isolation (Above and Below) | ≥ 60" Horizontal Isolation (Either Side) |

**Table 5: Build Standards Part 4 of 4**

| Antenna Vertical Clearance Rooftop and/or Obstacle [6] | Antenna Spacing from FRP/Screening (Stealthing/Structure) [4] | Metallic Obstruction Objects/Structures [4] | Microwave Dish Placement Vertical to Antennas | Microwave Dish Placement Horizontal to Antennas |
|---|---|---|---|---|
| ≥ 5' (Antenna Tail Height) at roof edge/ building Face | ≥ 2ft (24" @ 704 MHz) | ≥ 17' @ 704 MHz | ≥ 24" Vertical Isolation Above and below | ≥ 60" Horizontal Isolation Either side |

## ACCURACY STANDARDS:

1. ANTENNA CENTERLINE (RAD) ACCURACY: ±6"
2. ANTENNA TIP HEIGHT: ±6" AGL
3. MOUNT ALIGNMENT ACCURACY: ±3°
4. ANTENNA VERTICAL MOUNTING PIPE PLACEMENT ON HORIZONTAL MOUNTING PIPE: ±1"
5. ANTENNA HORIZONTAL AND CORNER SPACING: ≥24" – MINIMUM
6. ANTENNA FACE PLANE: ≤2". ALL ANTENNA FACE SURFACES MUST ALIGN IN THE SAME PLANE
7. ANTENNA AZIMUTH (AIMING) ACCURACY: ±3°
8. ANTENNA SKEW TO MOUNT ALIGNMENT ACCURACY: ±3°
9. ANTENNA MECHANICAL DOWNTILT ACCURACY: ±1°
10. ANTENNA PLUMB (ROLL) TOLERANCE: ±1°
11. ANCILLARY EQUIPMENT PLACEMENT BEHIND HORIZONTAL MOUNTING PIPE: ≥12"
12. 3 GHz AAS & mmWAVE VERTICAL ANTENNA SEPARATION: ≥2" BETWEEN UNITS.
13. VERTICAL RADIO SEPARATION: ≥16" BETWEEN UNITS.
14. WALL MOUNTED EQUIPMENT PLACEMENT – VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥24" VERTICAL ISOLATION – ABOVE AND BELOW.
15. WALL MOUNTED EQUIPMENT PLACEMENT – HORIZONTAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥60" HORIZONTAL ISOLATION – EITHER SIDE
16. ANTENNA VERTICAL CLEARANCE – ROOFTOP AND/OR OBSTACLE ≥5' (ANTENNA TAIL HEIGHT) ABOVE THE ROOF SURFACE PARAPET OR WALL TOP.
17. ANTENNA SPACING FROM FRP/SCREENING (STEALTHING AND/OR STRUCTURE): FIBER-REINFORCED PLASTIC (FRP) ≥2' THAT IS: 34" @ 704 MHz.
18. MICROWAVE DISH PLACEMENT – VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥24" VERTICAL ISOLATION – ABOVE OR BELOW.
19. NEED TO FOLLOW ANTENNA MOUNT STANDARDS WITH ANTENNA SEPARATIONS AND POSITIONS.

## GENERAL NOTES:

1. "PROPOSED ANTENNAS, RRU AND RETENTION BOX COVERS, MOUNTING PIPES AND STANDOFF MOUNTS INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (NEARBY AND BEFORE TO SEH COATING GUIDELINES ATTACHED)."
2. "PROPOSED EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. INTERIOR MOUNTING PIPES ARE TO BE CAPPED AT BOTH ENDS WITH RUBBER CAPS."
3. "ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED TO BE PLACED BETWEEN THE NEOPRENE STRIPS AND THE PAINTED SURFACE. ALL METAL TO METAL CONTACT POINTS SHALL BE PROTECTED WITH NEOPRENE STRIPS. ALL NEOPRENE STRIPS SHALL BE BLACK IN COLOR. ALL SCREWS SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER."
4. "ALL EXISTING AND PROPOSED CABLE PENETRATION SLEEVES MUST USE AN INDUSTRY STANDARD WEATHERPROOF BOOT AND CUSHION ASSEMBLY (SPRAY FOAM IS NOT ACCEPTABLE)."
5. "ALL EXPOSED JUMPERS AND CABLES ARE TO BE PROVIDED WITH MANUFACTURED WHITE JACKETING OR TAPED WHITE."
6. "ALL PENETRATIONS NO LONGER USED MUST BE REMOVED AND THE WATER TOWER RESTORED TO ITS PRE INSTALLATION STATE BEFORE ANY PAINTING WILL NEED TO BE DONE PER SEH COATING SYSTEMS FOR TELECOMMUNICATIONS EQUIPMENT."
7. "ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL."
8. "ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED."
9. "ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT."

## AT&T MACRO BUILD STANDARDS AND GENERAL NOTES

SCALE: N.T.S.

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03117
AT&T FA CODE: 10081795
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:
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SEAL: MN COUNTY LICENSE: 10043

FOR REFERENCE ONLY

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 08-04-25 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

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SHEET TITLE:
AT&T MACRO BUILD STANDARDS

SHEET NUMBER: N-2

REVISION: 2

TEP ID # 8555592.4259.0

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# EXHIBIT C-1 – CONT.

Figure 4: Typcial Antenna RAD center

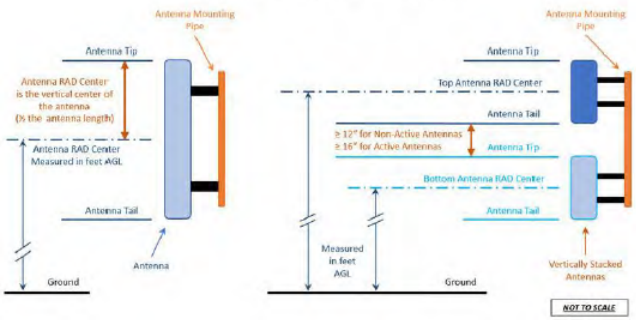


Figure 6: Single Point Attachment Mount Drawing

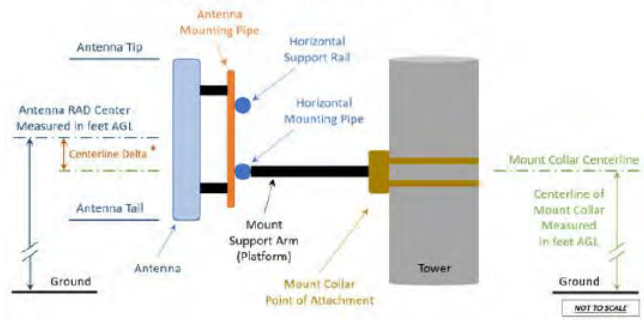


Figure 8: Dual Point Attachment Mount Drawing

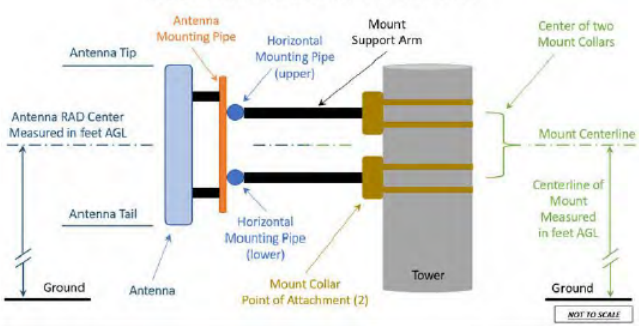


Figure 9: Mount Sizing Standards

| Mount Standards | | | | |
|---|---|---|---|---|
| No Skew | | | | |
| Mount Size | Antenna Mounting Pipe Placement | Maximum Number of Antennas | Maximum Antenna Width (All Antennas) | Percentage Active Antennas Covered |
| 10' | 60" | 3 | 36" | 98% |
| 10' | Not Valid | 4 | Not Valid | Not Valid |
| 10' | Not Valid | 5 | Not Valid | Not Valid |
| 12' | 48" | 4 | 24" | 91% |
| 12' | Not Valid | 5 | Not Valid | Not Valid |
| 14' | 56" | 4 | 32" | 97% |
| 14' | 42" | 5 | 18" | 76% |

RED HIGHLIGHTED CONFIGURATIONS ARE LABELLED 'NOT VALID' DUE TO THE INABILITY TO ACHIEVE PROPER SPACING.

**AT&T MACRO BUILD STANDARDS**

SCALE: N.T.S.

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
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PLANS PREPARED FOR:
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PLANS PREPARED BY:
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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1045
FOR REFERENCE ONLY
TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
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| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-15-24 | 100% CONSTRUCTION |

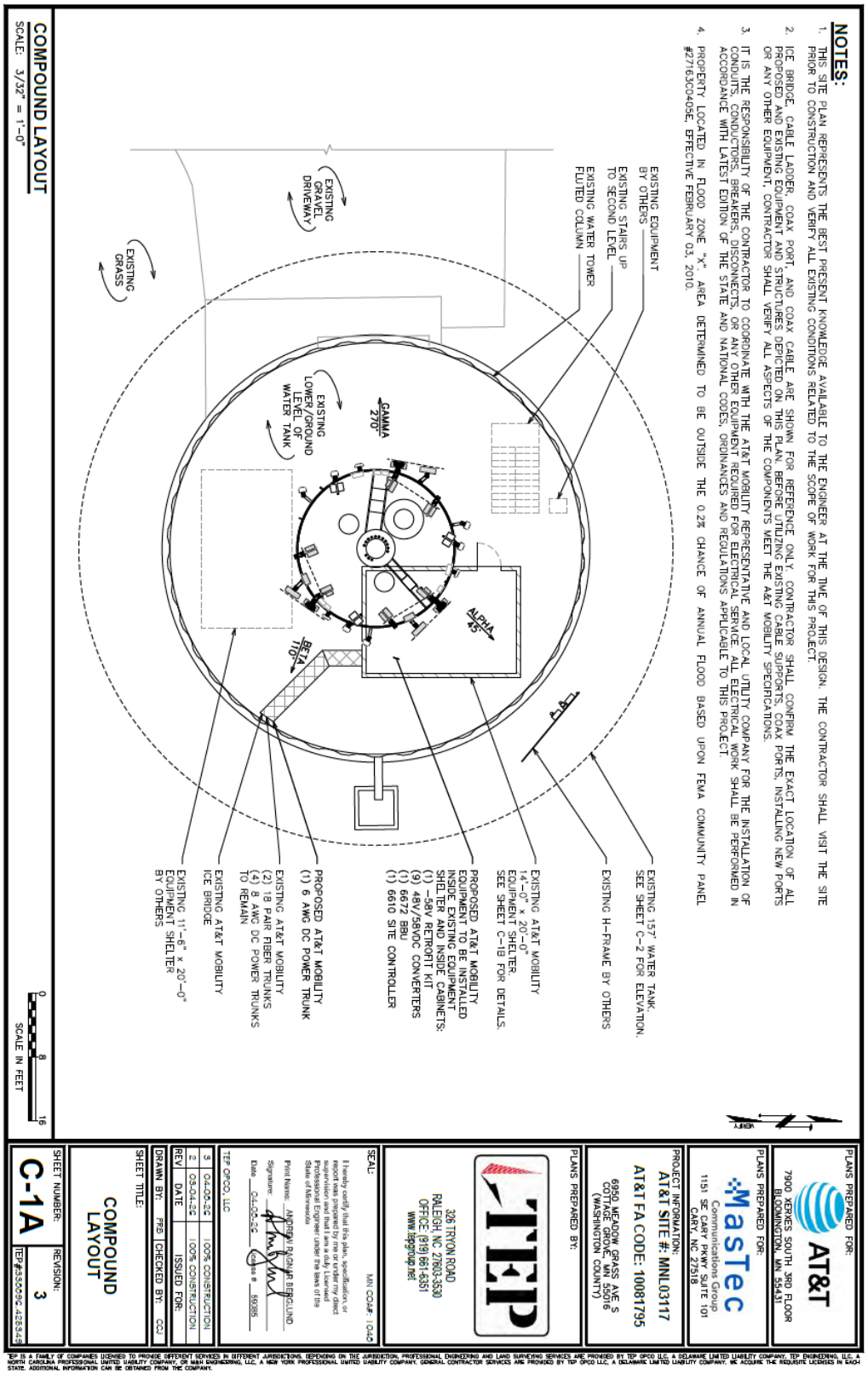
DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:
AT&T MACRO BUILD STANDARDS

SHEET NUMBER: N-3
REVISION: 2
TEP#:33589C.428349

TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DEFENDER SERVICES IN DIFFERENT JURISDICTIONS. DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, TEP ENGINEERING, LLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY, OR MAIN ENGINEERING, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY. GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY. WE ACQUIRE THE REQUISITE LICENSES IN EACH STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY.

# EXHIBIT C-1 – CONT.



# EXHIBIT C-1 – CONT.

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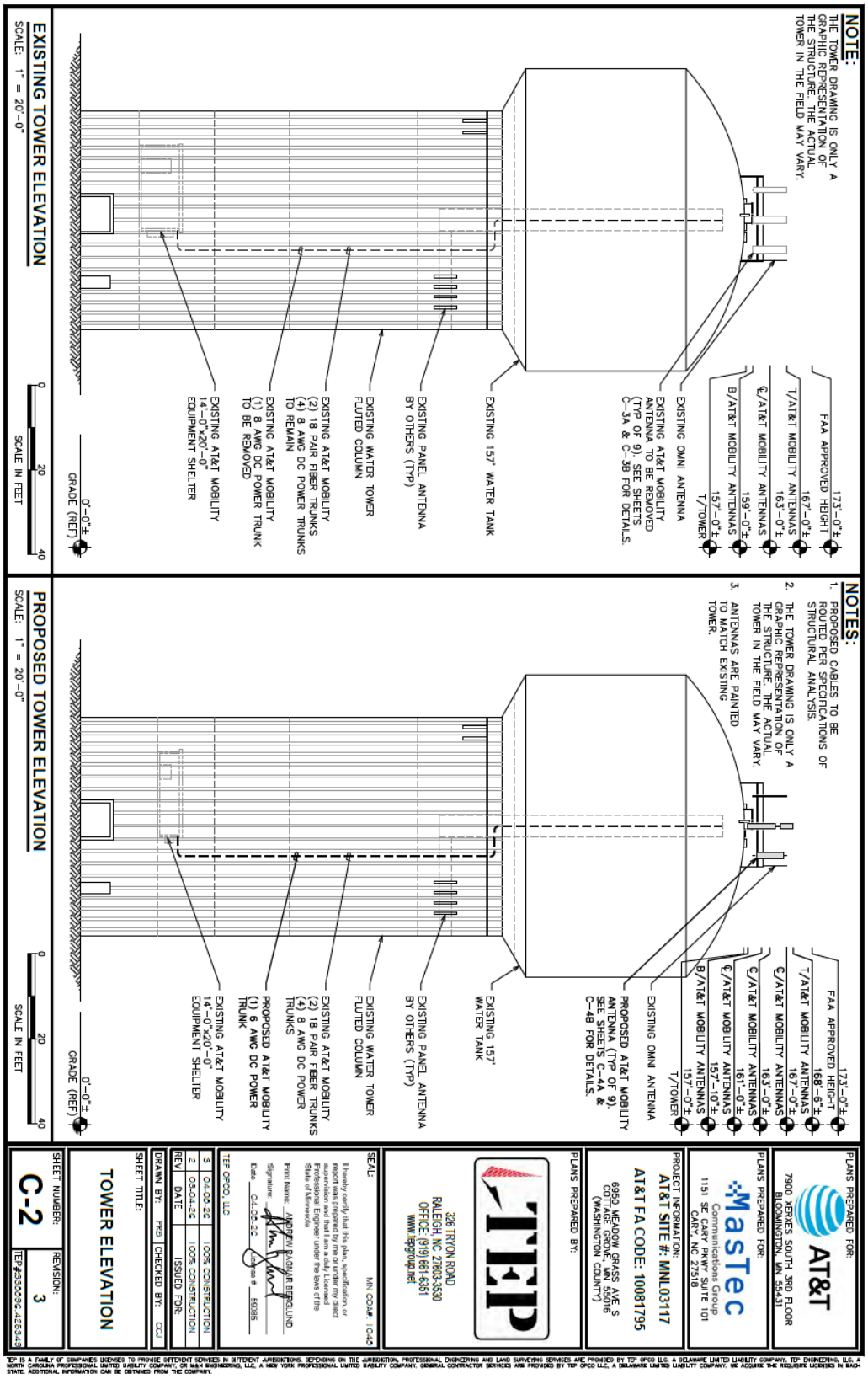


## GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. LOADING INFORMATION PROVIDED BY AT&T RFDS-23834.

### EXISTING ANTENNA/CABLE SCHEDULE

| ANT. MARK | SECTOR | TECH. | MANUFACTURER/ MODEL# | DIMS (HxWxD) | AZIMUTH (TN) | RAD CENTER | ELEC D-TILT | TMA MODEL | COAX/CABLE | SURGE PROTECTION | RRU MODEL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | ALPHA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 45° | 163' | - | - | | | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB *(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| A2 | ALPHA | UMTS | *KAW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 45° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | | | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB *(1) RRH4X25-WCS-4R |
| A3 | ALPHA | LTE | *CCI HPA-65R-BUU-H8 | H 92.8" W 14.4" D 7.3" | 45° | 163' | - | - | | | *(1) B25 RRH4X30-4R |
| B1 | BETA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 110° | 163' | - | - | | | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB *(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| B2 | BETA | UMTS | *KAW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 110° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | *(1) 8 AWG DC POWER TRUNK (4) 8 AWG DC POWER TRUNKS (2) 18 PAIR FIBER TRUNKS | *(3) FC16-PC6-10E *(3) DC2-48-60-0-9E | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB *(1) RRH4X25-WCS-4R |
| B3 | BETA | LTE | *CCI HPA-65R-BUU-H8 | H 92.8" W 14.4" D 7.3" | 110° | 163' | - | - | | | *(1) B25 RRH4X30-4R |
| C1 | GAMMA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 270° | 163' | - | - | | | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB *(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| C2 | GAMMA | UMTS | *KAW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 270° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | | | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB *(1) RRH4X25-WCS-4R |
| C3 | GAMMA | LTE | *CCI HPA-65R-BUU-H8 | H 92.8" W 14.4" D 7.3" | 270° | 163' | - | - | | | *(1) B25 RRH4X30-4R |

* – EXISTING AT&T EQUIPMENT/TECH TO BE REMOVED
** – EXISTING AT&T EQUIPMENT/TECH TO BE RELOCATED

### EXISTING ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH, 3RD FLOOR
BLOOMINGTON, MN. 55431

PLANS PREPARED FOR:
MasTec Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC. 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03117
AT&T FA CODE: 10081795
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC. 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 10425

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: ANDREW BJORKLUND
Signature:
Date: 04-05-22 License # 59385

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 3 | 04-05-22 | 100% CONSTRUCTION |
| 2 | 03-04-22 | 100% CONSTRUCTION |

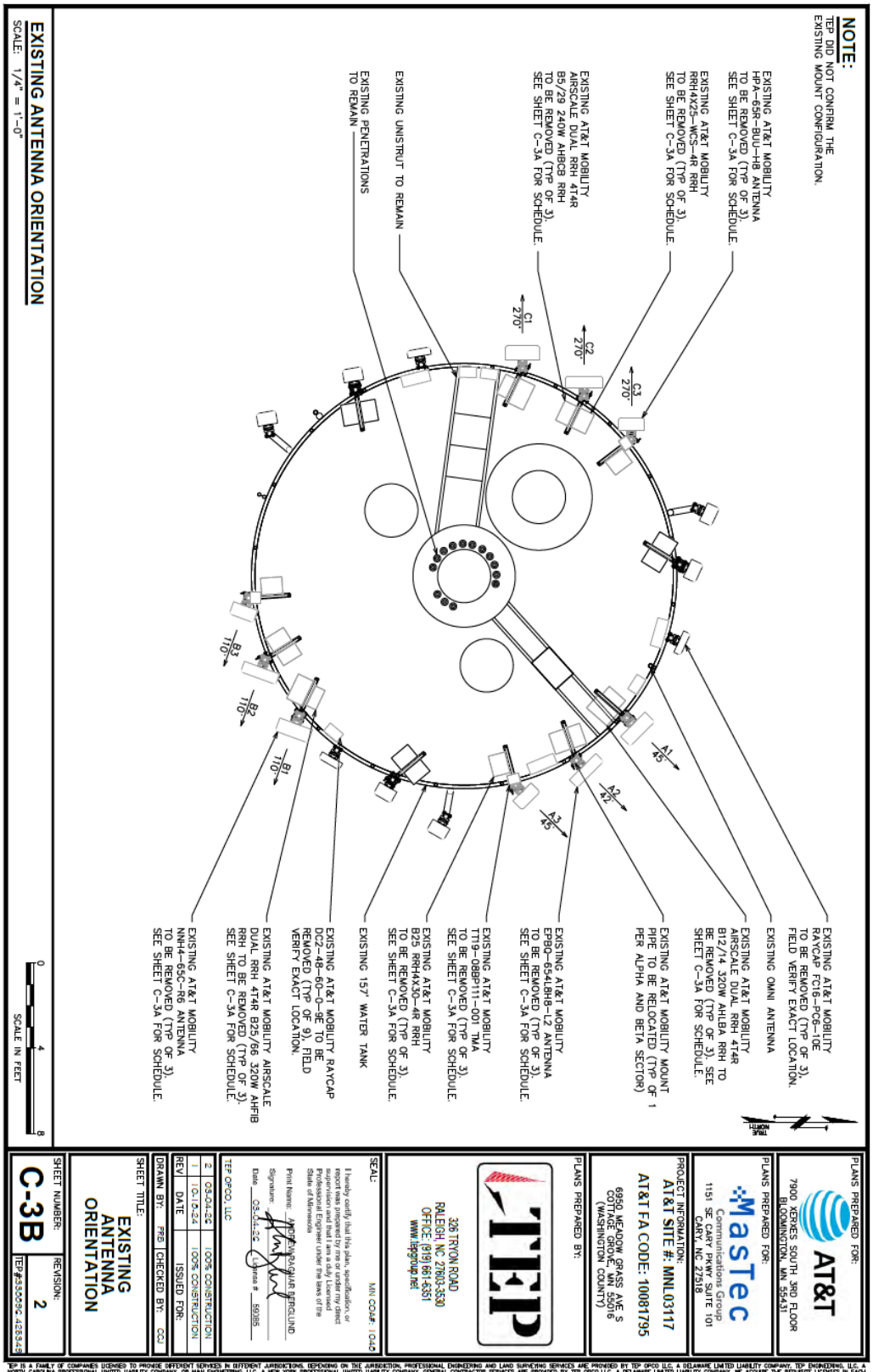
DRAWN BY: FRD | CHECKED BY: CCG

SHEET TITLE:
EXISTING ANTENNA SCHEDULE

SHEET NUMBER: C-3A
REVISION: 3
TEP#355059C.42834.01

TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DIFFERENT SERVICES IN DIFFERENT JURISDICTIONS. DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY. TEP ENGINEERING, LLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY, OR MAH ENGINEERING, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY. GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY. WE ACQUIRE THE REQUISITE LICENSES IN EACH STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY.

# EXHIBIT C-1 – CONT.



## GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. CONTRACTOR IS TO VERIFY PROPOSED LOADING WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION. IN THE EVENT THAT AN EXISTING MOUNT IS TO BE UTILIZE HE CONTRACTOR SHOULD ALSO VERIFY LOADING AGAINST THE PASSING MOUNT ANALYSIS. IF DISCREPANCIES ARISE, CONTRACTOR IS TO IMMEDIATELY NOTIFY AT&T MOBILITY AND TEP FOR CORRECTIVE ACTION.
7. LOADING INFORMATION PROVIDED BY AT&T RFDS-23834.
8. CABLE LENGTH TAKEN FROM AT&T RFDS. CONTRACTOR TO VERIFY LENGTH PRIOR TO ORDERING MATERIALS.

### PROPOSED ANTENNA/CABLE SCHEDULE

| ANT. MARK | SECTOR | TECH. | MANUFACTURER/ MODEL # | DIMS (HxWxD) | AZIMUTH (TN) | RAD CENTER | ELEC D-TILT | TMA MODEL | COAX/CABLE | SURGE PROTECTION | RRU MODEL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | ALPHA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 45° | 161' | 0° | – | (4) 8 AWG DC POWER TRUNKS (2) 18 PAIR FIBER TRUNKS (1) 6 AWG DC POWER TRUNK | (2) DC9-48-60-24-PC16-EV | (1) 4471 B30 (1) 4490 B5/B12A |
| A1 | ALPHA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 45° | 167' | 0° | – | | | – |
| A2 | ALPHA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 45° | 163' | 0° | – | | | (1) 4494 B14/B29 (1) 4890 B25/B66 |
| B1 | BETA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 125° | 161' | 0° | – | | | (1) 4471 B30 (1) 4490 B5/B12A |
| B1 | BETA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 125° | 167' | 0° | – | | | – |
| B2 | BETA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 125° | 163' | 0° | – | | | (1) 4494 B14/B29 (1) 4890 B25/B66 |
| C1 | GAMMA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 280° | 161' | 0° | – | | | (1) 4471 B30 (1) 4490 B5/B12A |
| C1 | GAMMA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 280° | 167' | 0° | – | | | – |
| C2 | GAMMA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 280° | 163' | 0° | – | | | (1) 4494 B14/B29 (1) 4890 B25/B66 |

PROPOSED AT&T EQUIPMENT & TECHNOLOGY

## PROPOSED ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec
Communications Group
1151 SE CARY PKWY, SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03117
AT&T FA CODE: 10081795
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COUP. 10425

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date: 04-14-22 License # 59985

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-22 | 100% CONSTRUCTION |
| 3 | 03-08-22 | 100% CONSTRUCTION |

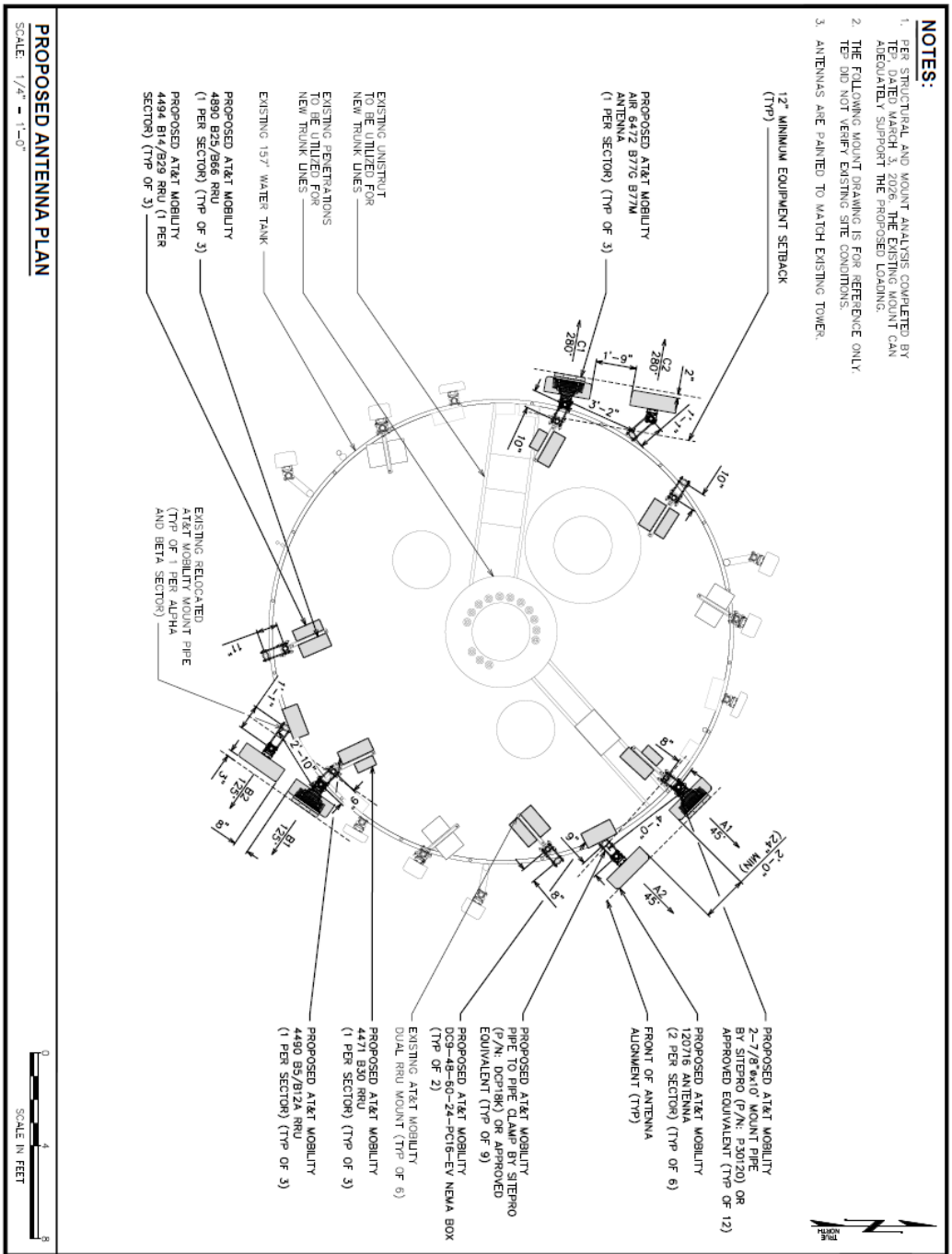
DRAWN BY: FRB | CHECKED BY: CCJ

SHEET TITLE:
PROPOSED ANTENNA/CABLE SCHEDULE

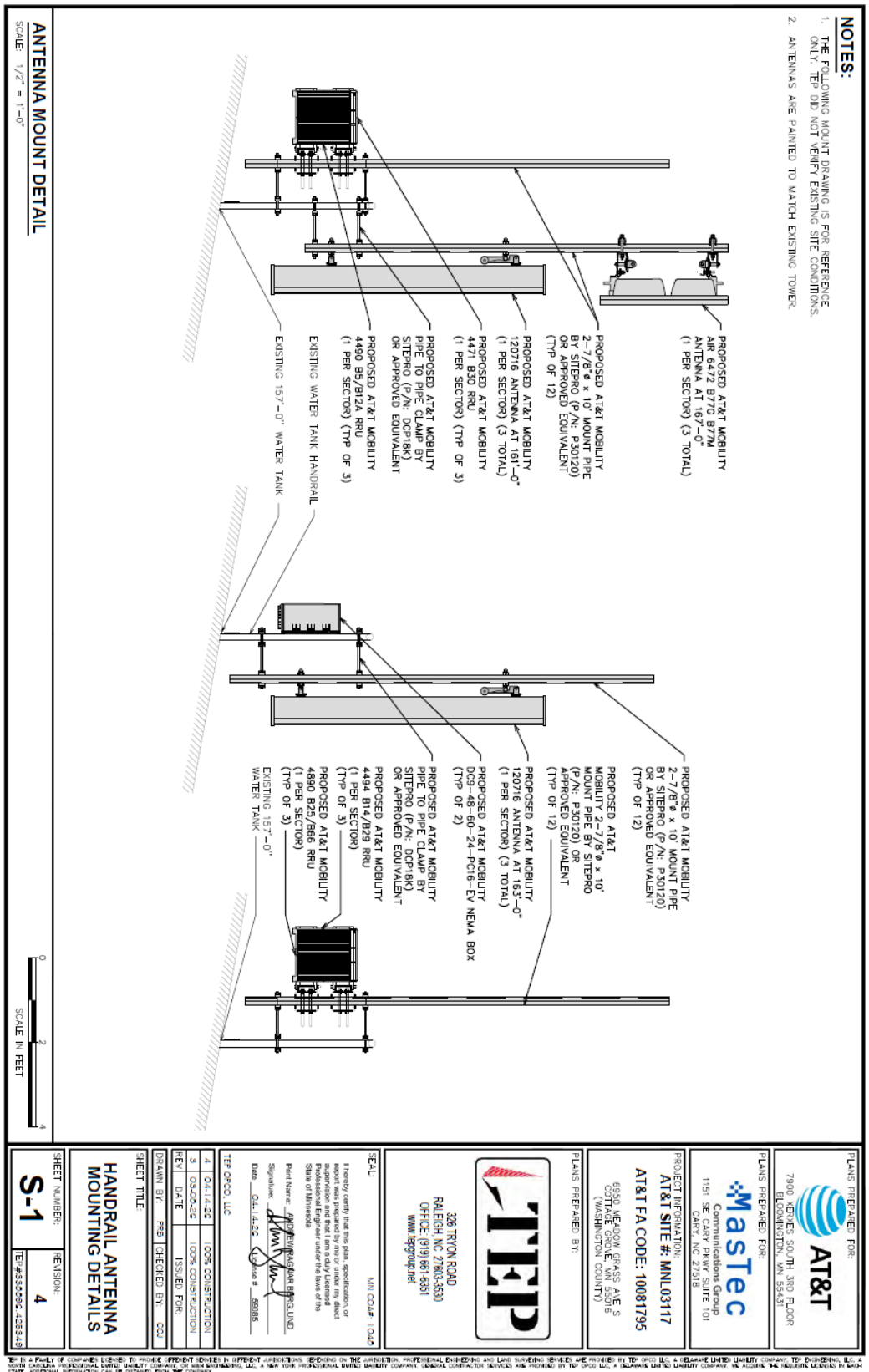
SHEET NUMBER: C-4A
REVISION: 4
TEP#33599.42849

TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DIFFERENT SERVICES IN DIFFERENT JURISDICTIONS, DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY. TEP ENGINEERING, LLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY, OR WBM ENGINEERING, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY. GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP OPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY. WE ASSURE THE REQUIRE LICENSES IN EACH STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY.

## EXHIBIT C-1 – CONT.



# EXHIBIT C-1 – CONT.



**SCOPE:**

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

**CODES:**

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
   A. THE NATIONAL ELECTRICAL SAFETY CODE
   B. THE NATIONAL ELECTRIC CODE – NFPA-70
   C. REGULATIONS OF THE SERVING UTILITY COMPANY
   D. LOCAL AND STATE AMENDMENTS
   E. IEEE (WHERE APPLICABLE)
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

**TESTING:**

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

**GUARANTEE:**

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

**UTILITY CO-ORDINATION:**

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

**EXAMINATION OF SITE:**

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

**CUTTING, PATCHING AND EXCAVATION:**

1. COORDINATION OF SLEEVES, CHASES, ETC.: BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWING.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

**RACEWAYS / CONDUITS GENERAL:**

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80PVC, AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

**EXTERIOR CONDUIT:**

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. THE CONDUIT SHALL BE RIGID STEEL AT GRADE TRANSITIONS OR WHERE EXPOSED TO DAMAGE.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.
5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

**INTERIOR CONDUIT:**

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT OR PVC.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

**EQUIPMENT:**

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

**CONDUCTORS:**

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
   A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
   B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED.
   C. CONNECTION FOR #10 AWG, #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
   D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
4. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

**UL COMPLIANCE:**

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E. LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.

**GROUNDING:**

1. ALL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.
2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 – "LIGHTNING PROTECTION" AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R56 (AS APPLICABLE).

## ABBREVIATIONS AND LEGEND

| | | | | | |
|---|---|---|---|---|---|
| A | – | AMPERE | PNLBD | – | PANELBOARD |
| AFG | – | ABOVE FINISHED GRADE | PVC | – | RIGID NON-METALLIC CONDUIT |
| ATS | – | AUTOMATIC TRANSFER SWITCH | RGS | – | RIGID GALVANIZED STEEL CONDUIT |
| AWG | – | AMERICAN WIRE GAUGE | SW | – | SWITCH |
| BCW | – | BARE COPPER WIRE | TGB | – | TOWER GROUND BAR |
| BFG | – | BELOW FINISHED GRADE | UL | – | UNDERWRITERS LABORATORIES |
| BKR | – | BREAKER | V | – | VOLTAGE |
| C | – | CONDUIT | W | – | WATTS |
| CKT | – | CIRCUIT | XFMR | – | TRANSFORMER |
| DISC | – | DISCONNECT | XMTR | – | TRANSMITTER |
| EGR | – | EXTERNAL GROUND RING | | | |
| EMT | – | ELECTRIC METALLIC TUBING | | | |
| FSC | – | FLEXIBLE STEEL CONDUIT | | | |
| GEN | – | GENERATOR | | | |
| GPS | – | GLOBAL POSITIONING SYSTEM | | | |
| GRD | – | GROUND | | | |
| IGB | – | ISOLATED GROUND BAR | | | |
| IGR | – | INTERIOR GROUND RING (HALO) | | | |
| KW | – | KILOWATTS | | | |
| NEC | – | NATIONAL ELECTRIC CODE | | | |
| PCS | – | PERSONAL COMMUNICATION SYSTEM | | | |
| PH | – | PHASE | | | |
| PNL | – | PANEL | | | |

E —— UNDERGROUND ELECTRICAL CONDUIT
T —— UNDERGROUND TELEPHONE CONDUIT
KILOWATT-HOUR METER
UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
GROUND ROD
CADWELD
GROUND ROD WITH INSPECTION WELL

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH, 3RD FLOOR
BLOOMINGTON, MN. 55431

PLANS PREPARED FOR:
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1151 SE CARY PKWY, SUITE 101
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PROJECT INFORMATION:
AT&T SITE #: MNL03117
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6950 MEADOW GRASS AVE S
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PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 10410

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: JEFFREY RAGNAR BERGLUND
Signature:
Date: 05-04-22 License # 59385

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 05-04-22 | 100% CONSTRUCTION |
| 1 | 10-18-21 | 100% CONSTRUCTION |

DRAWN BY: FRD | CHECKED BY: CCJ

SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER: E-1
REVISION: 2
TEP#3306962.426343

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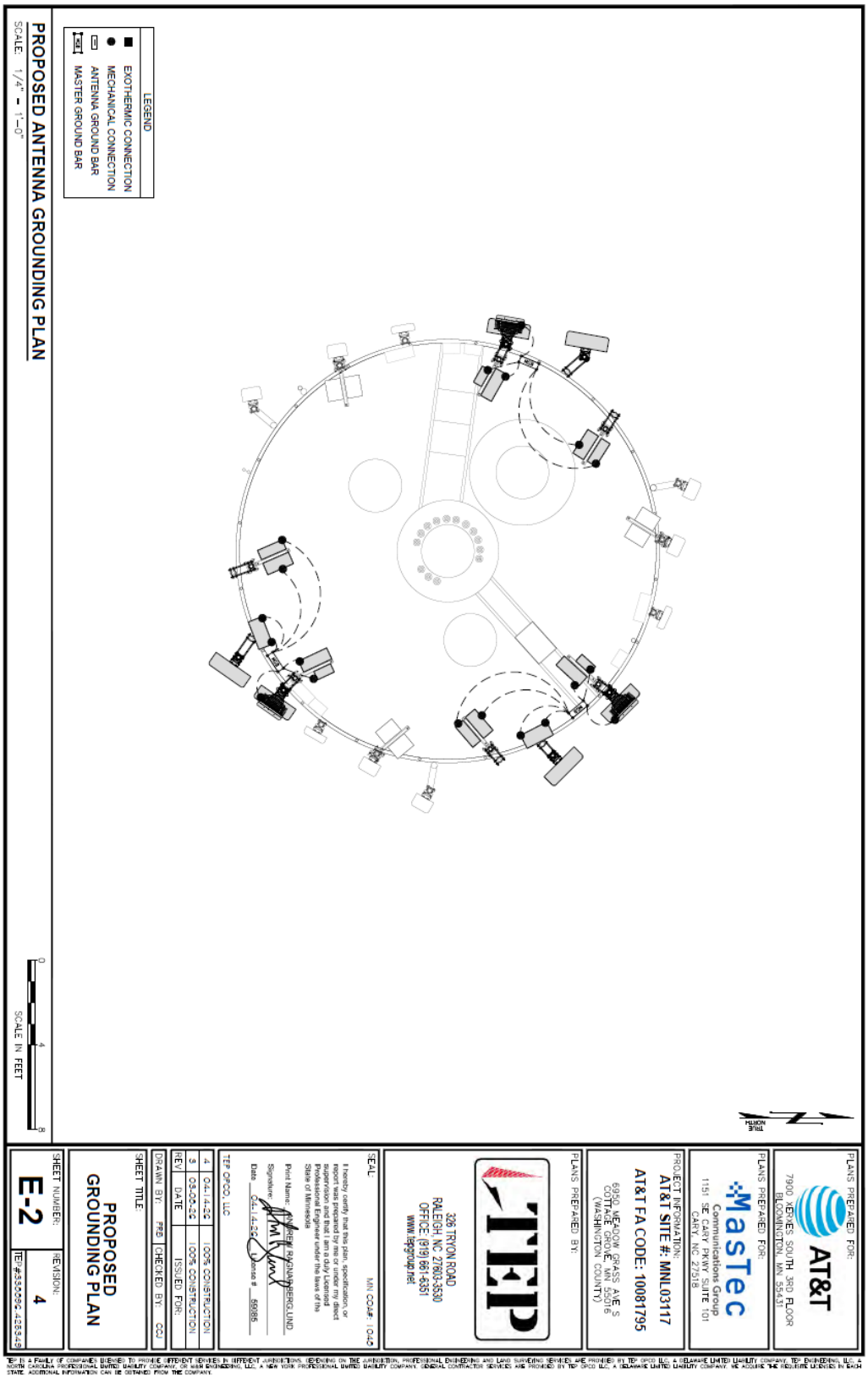
## EXHIBIT C-1 – CONT.



NOTES:
1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.
TO ANTENNA COAX
TERRABAR GROUND BAR
TWO HOLE LONG BARREL COMPRESSION LUG (TYP)
ANTENNA GROUND BAR DETAIL
SCALE: N.T.S.
TO TOWER MOUNTED EQUIPMENT (TYP)
ANTENNA GROUND BAR LOCATED AT MCL (BONDED TO TOWER STEEL)
ANTENNA GROUND BAR W/O INSULATORS. BONDED DIRECTLY TO THE BOTTOM OF TOWER WITH STAINLESS STEEL HARDWARE. SEE NOTE 1
MECHANICAL CONNECTION (TYP)
#2 SOLID TINNED BARE COPPER WIRE
GROUND RING
GRADE
TO ANTENNA
STANDARD COAX CABLE GROUND KIT (TYP)
6 AWG STRANDED Cu WITH GREEN, 600V, THWN INSULATION (OR AS PROVIDED WITH GROUNDING KIT (TYP)
COAX CABLE (TYP FOR ALL)
6 AWG 2 HOLE LUG (TYP)
TO BTS EQUIPMENT VIA TRAY OR ICE BRIDGE
GROUND WIRE (NOTE 3)
EXOTHERMIC WELD (TYP)
NOTES:
1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222 AND NFPA 780. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE #2 STRANDED IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 8 FEET TO 10 FEET.
TYPICAL ANTENNA CABLE GROUNDING
SCALE: N.T.S.
NOTES:
1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. INSTALL GROUND BARS AT 75 FT. INTERVAL MAXIMUM.
4. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.
TO ANTENNA COAX
TERRABAR GROUND BAR
#2 SOLID TINNED COPPER CONDUCTOR TO TOWER/SHELTER GROUND RING (2 TYP FOR BOTTOM GROUND BAR ONLY)
TWO HOLE LONG BARREL COMPRESSION LUG (TYP)
TOWER GROUND BAR DETAIL
SCALE: N.T.S.
2-HOLE CRIMP/COMPRESSION CONNECTOR
STAINLESS STEEL BELLVILLE WASHER (TYP)
DRAGON TOOTH WASHER (TYP)
STAINLESS STEEL BOLT (TYP)
STAINLESS STEEL FLAT WASHER (TYP)
GROUND BAR
STAINLESS STEEL NUT (TYP)
STEEL
SINGLE CONNECTOR AT GROUND BARS
SINGLE CONNECTOR AT STEEL OBJECTS
STAINLESS STEEL SELF-DRILLING METAL SCREW (TYP)
METALLIC OBJECT
SINGLE CONNECTOR AT METALLIC/STEEL OBJECTS
HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: N.T.S.
PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH, 3RD FLOOR
BLOOMINGTON, MN. 55431
PLANS PREPARED FOR:
MasTec
Communications Group
1151 SE CARY PKWY, SUITE 101
CARY, NC 27518
PROJECT INFORMATION:
AT&T FA SITE #: MNL03117
AT&T FA CODE: 10081795
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)
PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
SEAL:
MN COA#: 1043
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Print Name: ANDREW RACHAR BERGLUND
Signature:
Date: 08-04-22
License #: 50085
TEP OPCO, LLC
2 08-04-22 100% CONSTRUCTION
1 10-10-24 100% CONSTRUCTION
REV DATE ISSUED FOR:
DRAWN BY: PRB CHECKED BY: CCI
SHEET TITLE:
GROUNDING DETAILS
SHEET NUMBER:
G-1
REVISION:
2
TEP#33509C.428345
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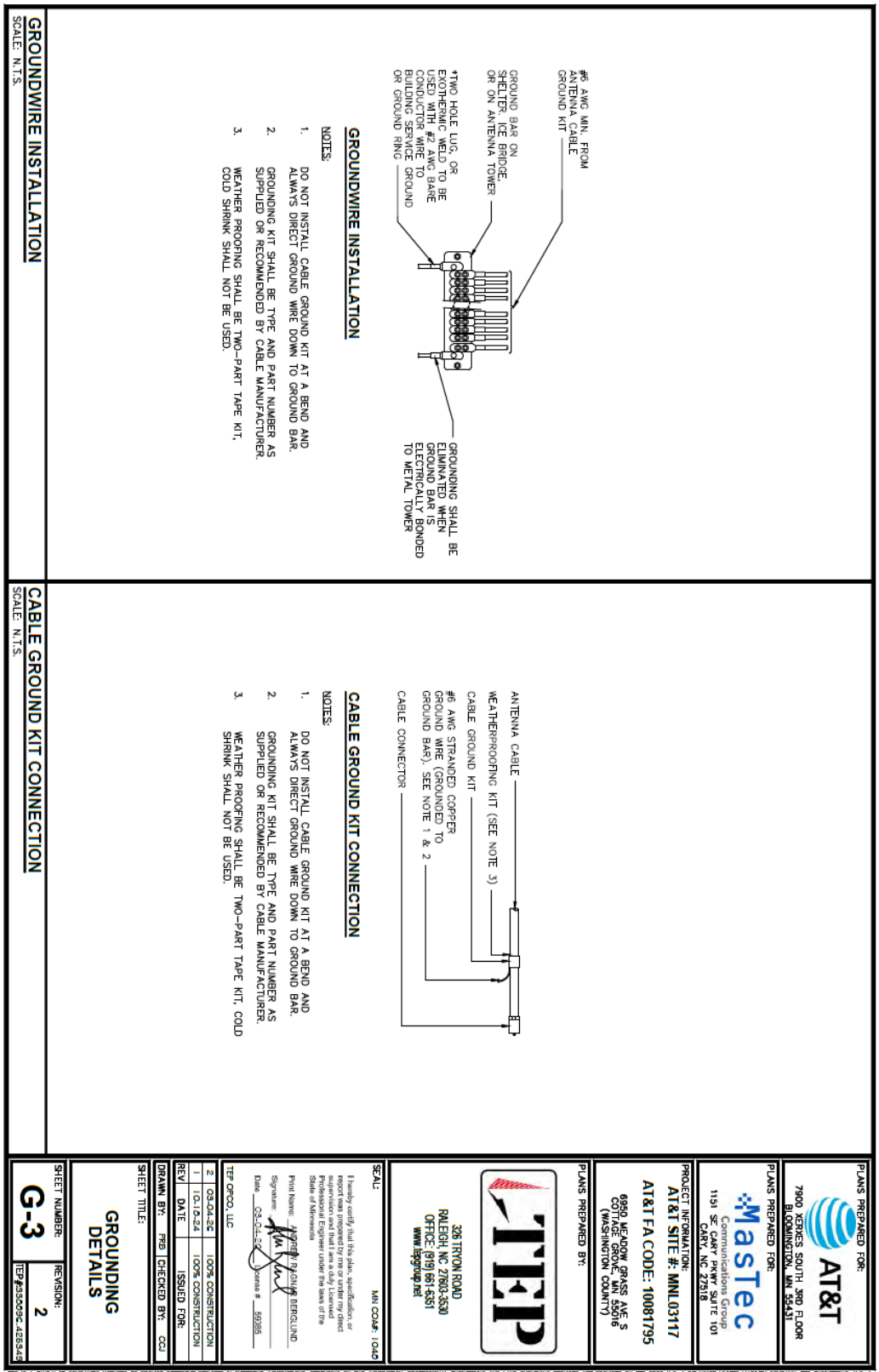
# EXHIBIT C-1 – CONT.

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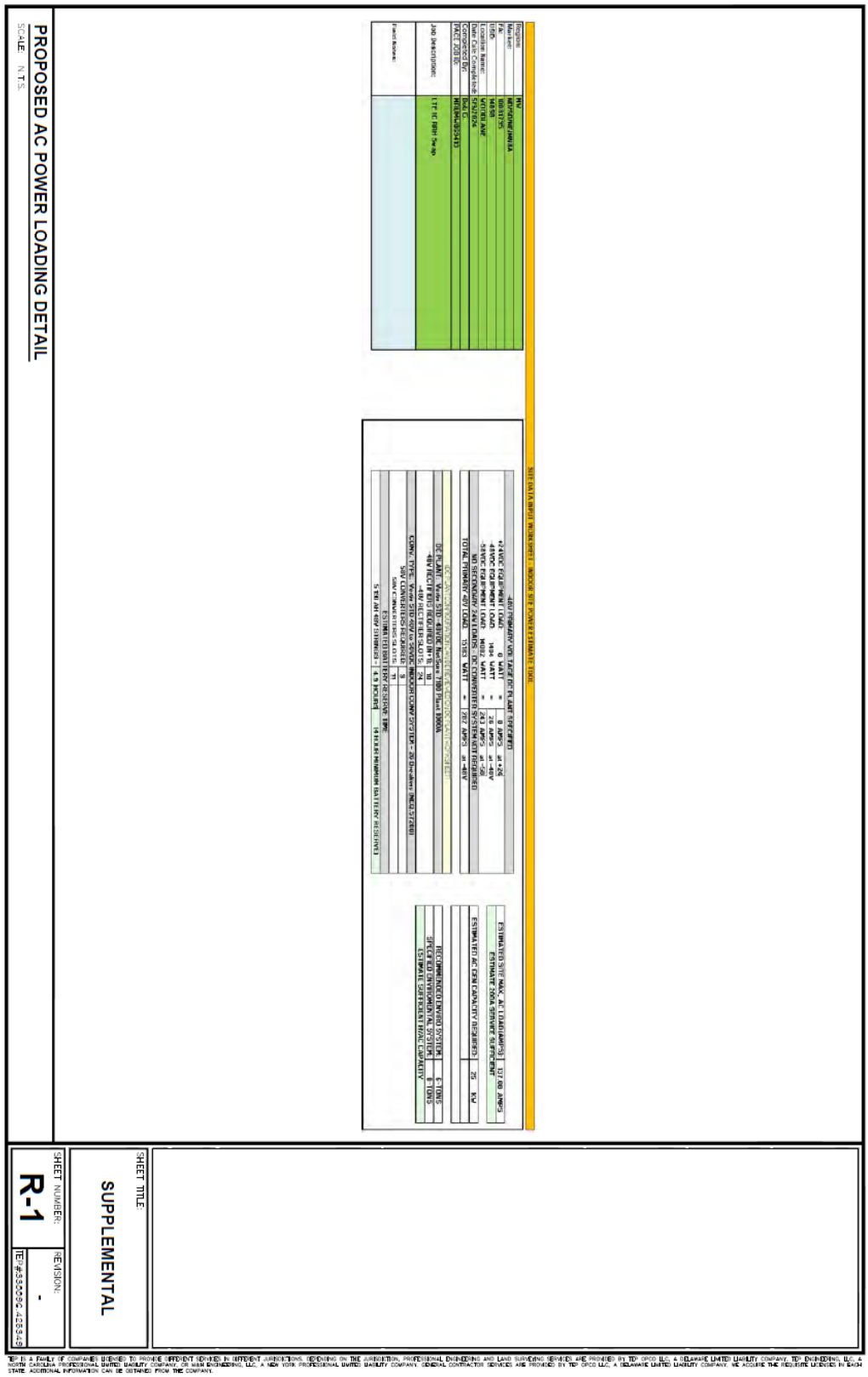
## EXHIBIT C-1 – CONT.



# Router 6672



The Router 6672 is a high capacity aggregation router, designed to enable high quality network service delivery while at the same time lowering operating costs through features such as a completely filter-less mechanical design. It provides a high density of 10G interfaces with high cost points of compact and hardened 1RU form factor enabling lower rental costs and lower OPEX. It supports VPN services over IP/MPLS network service provider SDN service exposure using NETCONF/YANG, extensive quality of service and precise synchronization features.

The Router 6672 has strong security features such as IPSec, MACSec and vendor software authentication ensuring subscriber data security even in insecure environments. With high-speed performance to fully support LTE, LTE Advanced, 5G access sites for years to come.

The Router 6672 is part of the Ericsson Router 6000 Series, a radio integrated, service provider SDN enabled and subscriber aware IP transport family of products. The Router 6000 offers a range of high-performance routers with resiliency features and form factors optimized for the various needs of metro and backhaul networks.

The Ericsson Router 6000 Series is an essential component of the Ericsson Radio system and is tightly integrated with Ericsson Radio and Microwave to provide high capacity mobile backhaul with unprecedented quality of experience.

Service provider SDN capabilities in the Router 6000 Series bring a new dimension of application aware traffic engineering to customer experience, cost and revenue optimization.

All routers in the Ericsson Router 6000 Series run the IP Operating System (IPOS), enabling accelerated feature delivery and operational efficiencies.

Ericsson Network Manager (ENM) manages the complete end-to-end network for both Mobile and Fixed deployments: Radio, Metro and Backhaul, Mobile Core, and Data Center. This enables seamless plug and play capabilities for radio and router installation and network operation.

## High 10G port density and performance

Provides high 10GE density and 100GE switching capacity in a 1RU compact and hardened form factor enabling lower rental costs and lower OPEX.

## Precise and proven synchronization

LTE-A enhancements such as COMP and e-ICIC that enable efficient use of spectrum have strict synchronization requirements. The Ericsson synchronization solution comes pre-verified to work with Radio.

## SDN capabilities and programmability

Provides application aware traffic engineering with open and standards based interfaces, enabling network slicing and ability to tailor services for utmost agility.

## Designed for low CAPEX and OPEX

Router 6000 series uses merchant silicon and a cost optimized design to lower CAPEX. Filter less design removes costly truck rolls every 3 months to inspect the filters, resulting in $1000 yearly OPEX savings/site.

## Strong Security

Strong and complete security solution for Macro cell, Small Cell and Aggregation in trusted and untrusted environments enables ubiquitous deployments.

## Radio Integrated Transport

Provides Radio aware transport for mobile backhaul enabling improved Quality of Experience for end users. Tight software integration with Ericsson Radio System (ERS) and Ericsson Radio System (ERS) allows significantly easier cell site deployment and lower overall TCO.

## Technical specification for Router 6672

### Connectivity

| | |
|---|---|
| Interfaces: | 8x SFP, 1/10GE SFP+ ports<br>8x GE SFP ports<br>4x 100 / 1000 Base-T RJ45 ports<br>1x 10/100/1000 Ethernet for Out-of-Band Management<br>1x RJ45 console port<br>1x USB 2.0 port<br>1x RJ45 Alarm port for 3 input and 1 output alarm contacts<br>1x 1PPS+ToD (RS-232 format)<br>1x RJ45C port for 2.048 MHz, E1/T1 (BITS) input/output |
| Synchronization Interfaces: | |

### Mechanical

| | |
|---|---|
| System weight: | 6kg / 13.2lbs |
| Dimension (H x W x D): | 1RU (43.6mm x 442.4mm x 250mm |
| Air flow: | Filter-less design, Front to Back with field swappable fan tray |

### Electrical

| | |
|---|---|
| Power supply DC: | -48 V, dual feed |
| Power supply AC: | 100-240 V, single feed |
| Power consumption: | Typical 110 Watts, Max 165 Watts |

### Environmental

| | |
|---|---|
| Operating Temperature: | -40°C to 65°C |
| Relative Humidity: | 5 - 95% Non-condensing |
| GR-3108-CORE Class 1: | Controlled Protected Environments |
| GR-3108-CORE Class 2: | Protected Equipment in Outside Environments |
| EN 300 019-1-3 Class 3.3: | Non temperature-controlled locations |

### Key features

| | |
|---|---|
| IP Routing MPLS: | IPv4, IPv6, BGP-4, MP-BGP, BGP FRR, BGP-LS, IS-IS, OSPF v2/v3, VRRP/v2/v3, LFA/RLFA, RSVP-TE, mLDP, Segment Routing, PCEP, Seamless MPLS, OSPF / PIM, BFD, Multi-topology IS-IS, MPLS-TP, LDP, LDP-IGP, LFA, BGP-LU, BGP-LSP |
| Ethernet: | 802.1D, 802.1p, 802.1Q, 802.1ad, 802.3ah, 802.1ag, 802.1ah, 802.1AX, IEEE 802.3ah OAM, IEEE 802.1ag CFM, Bridged Virtual Interfaces, QinQ, G.8032 Ethernet Ring Protection Switching, Broadcast storm protection, LLDP, Jumbo Frames up to 9600 bytes |
| Layer-2/Layer-3 Virtual Private Networking: | L3 MPLS VPNs, 6VPE, L2 inter-autonomous-system MPLS VPN (options A,B, C), VPWS for E-Line services, VPLS, PBB-VPLS, Ethernet over MPLS, Ethernet OAM for VPWS and VPLS |
| Multicast Protocols: | IPv4/IPv6 multicast, PIM-SM/SSM, IGMP (v1/v2/v3), MLD(v2, MVPN |
| Timing and Synchronization: | IEEE 1588-2008 Precision Time Protocol, ITU-T Profiles for Frequency (G.8265.1 SOOO) and Time/Phase (G.8275.1 T-BC/GM & G.8275.2 T-BC/GM), NTP, Synce with ESMC, Stratum 3E clock, L1 Assist for PTP |
| Operation and Maintenance: | IEEE 802.1ag Connectivity Fault Management, ITU-T Y.1731 (DM, SLM and Throughput), Microwave Packet Radio Adaptive Modulation (PRAM), Ethernet Link OAM (IEEE 802.3ah), BFD IPv4 & IPv6 Multi-hop, Micro-BFD over LAG, TWAMP Reflector, TWAMP Initiator, Port Mirroring |
| Security: | Secure boot, Vendor credential, Secured storage, Access control lists, RADIUS, TACACS+, LDAP, SSH v1/v2, MD5 support for routing protocols, Reverse-path forwarding, IPSec up to 40Gbps, IKEv2, CoA, RFC 5176, Control Plane Policing, Management Plane Protection |
| Quality of Service: | Strict-priority, weighted fair queuing, priority weighted fair queuing, Multi-tier Hierarchical QoS, 8GB of packet buffers, WEDWeighted RED, Ingress policing, Egress shaping, 802.1p, MPLS EXP bits, Differentiated Services |
| Network Management: | Ericsson Network Manager (ENM), Management by Ericsson OSS-RC, Management by Ericsson Element Manager (EEM), CLI, BNMP, cRA, NETCONF/YANG models, Syslog, RMON, PM-MIB, Zero touch provisioning with auto-integration, Telemetry Streaming * |

### Standards and specifications

| | |
|---|---|
| Safety: | LVD Directive 2014/35/EU, IEC/EN 60950-1, CFR 21 Part 1010, UL/CSA 60950-1 |
| EMC: | EMC Directive 2014/30/EU, EN 300386, EN 301489-1, CISPR 32, EN 55032, CISPR 24, EN 55024, EN 55022, CISPR 22, EN 55032, CISPR 11, EN 55011, EN 300386-4, EN 300132-2, EN 301489-4, EN 300132-3, ES 201468, 07 CFR 47 Part 15, ICES-003, VCCI V-3 |
| ENV: | RoHS Directive 2011/65/EU, WEEE Directive 2012/19/EU, EN 300 019-2-1, EN 300 019-2-2, EN 300 019-2-3, EN 300 753, ECE-C1-1 |
| NEBS: | GR-1089-CORE, GR-63-CORE, SR-3580 (NEBS Level 3), GR-3108-CORE, ATT-TP-76200, VZ.TPR.9205, VZ.TPR.9305, VZ.TPR.9306 |
| *Future release | |

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**PROPOSED 6672 BBU DETAIL**

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-2**

REVISION: -

TEP#35009C-42534

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# Controller 6610

The Ericsson Smart Connected Site solution aims to intelligently integrate management of site elements. It offers real-time insights on any location, ensuring a site that is visible, intelligent and secure. The Ericsson Smart Connected Site Controller 6610 is the gateway for each site to manage and to interface passive and active site elements.

The Controller 6610 is highly flexible with several interfaces that is needed for connecting assets on most sites and is scalable and can be expanded with an additional external alarm unit as well as port expansion units for connecting additional elements, wired or wireless. The Controller 6610 is small size indoor device that can be mounted in a DIN rail, not using valuable 19-inch space in a rack or cabinet.

The security and intrusion protection are fully aligned with 5G RAN baseband products. The platform SW is built on embedded Wind River Linux.

Controller 6610 collects site alarms, connects external sensors, manages site power system, enables remote control and intelligent decision making to reduce energy consumption. The Controller 6610 is the important tool for service providers or tower companies, taking control of site management to protect revenues and to reduce operational costs and minimize truck rolls.

All Ericsson EPS Enclosures and RBS 6000 cabinets can be fitted with Controller 6610, either pre-mounted for new deliveries or installed at site. The Controller 6610 support zero touch integration for fast deployment.

The Controller 6610 is fully integrated in ENM management platform. The Controller 6610 provide 1Gbit/100/10Mbit ethernet port for northbound communication via baseband or mobile transport at the site.

| Controller 6610 | |
|---|---|
| **MECHANICAL** | |
| Dimensions (H x W x D): | 48 x 198 x 32 mm |
| Mounting | DIN Holder or SHU holder for screw mounting |
| Weight: | 125 g |
| **ELECTRICAL** | |
| Input voltage: | -48 VDC |
| Power consumption: | ~ 12W |
| **ENVIRONMENTAL** | |
| Normal Operating Temp. Range | -40 to +60 °C |
| Exceptional Temp. Range | -40 to +65 °C |
| Storage Temperature | -25 to +55 °C |
| Humidity | 5 - 90% RH |
| **NETWORK INTERFACES** | |
| North Bound interface | 1 x 1Gbit/100/10Mbit Ethernet |
| Site Equipment | 1 x 1Gbit/100/10Mbit Ethernet |
| **LOCAL INTERFACES** | |
| Serial port | 2 x RS-485 for site equipment such as power system and lithium batteries<br>1 x RS-485 for EC-bus to other site equipment |
| USB 2.0 | 1 x USB-C for SW management |
| **EXTERNAL ALARM MANAGEMENT** | |
| Alarm inputs | 4 x External Alarm inputs<br>1 x SAU port (Support Alarm Unit) |
| **MANAGEMENT SYSTEM** | |
| Remote Control | Integrated with ENM |
| **STANDARDS & CERTIFICATIONS** | |
| CE/UL | |
| SAFETY | IEC 62368-1:2014 Ed. 2; EN 62368-1; UL 62368-1 Ed. 2/CSA C22.2 |
| EMC | EN 300 386 V1.6.1, FCC CFR 47 part 15 |

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**PROPOSED 6610 SITE CONTROLLER DETAIL**

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-3**

REVISION: -

TEP #3350692.428349

# ESURE™ CONVERTER

C48/24 -1500

VERTIV.

## KEY FEATURES

**Converter, 48 to 24 VDC, 1500 W**

- High efficiency over 95% – reduces power consumption lowering operating costs
- High power density – provides more space for revenue generating equipment
- Hot swappable and interchangeable – for easy expansion and maintenance
- Digital signal processing (DSP) – meets tiered components optimized operation and active load sharing for increased reliability
- Wide input voltage range (40 VDC to 60 VDC) – allows for flexibility, durability and resilience
- Wide operating temperature range from -40°C to +85° – meets the harshest climatic environment requirements
- Compliant with global standards – delivers quality, performance and reliability no matter what the application or location demands

In addition to reducing power consumption and lowering operating cost, eSure™ high-efficiency converters offer superior performance and uncompromised reliability.

## Description

The eSure C48/24-1500 high-efficiency converter is designed to operate from a nominal 48 Vdc source to provide nominal 24 VDC load power, which is adjustable to application needs. This constant power converter designed with the latest patented switchmode technology, uses digital signal processing (DSP) for efficient operation.

When redundancy is critical or loads are high, multiple C48/24-1500 converters can be connected in parallel to support a variety of telecom applications. Unified remote management and control of the power system is enabled when combined with a Vertiv™ controller.






C48 24-1500 Efficiency Curve at 58 VDC Nominal

# ESURE™ CONVERTER

VERTIV.

## Technical Specifications

| | |
|---|---|
| **DC INPUT** | |
| Voltage | 40 VDC to 60 VDC |
| Maximum Current | 39.5 A |
| **DC OUTPUT** | |
| Voltage | 24 VDC to 28 VDC |
| Maximum Power | 1500 W @ 1500 VA VDC |
| Maximum Current | 62.5 A @ 49.5 VDC, limit set point 63 to 63 A (see figure 1) |
| Peak Efficiency | ~95% |
| Environmental Derating | ~2 mA/°C @ 6mc |
| Temperature Derating | See figure 2 |
| **CONTROL AND MONITORING** | |
| Remote Alarm and Signaling | Alarm and status reported via CAN bus to system controller |
| Visual Indication | Green LED: Normal Operation<br>Yellow LED: Alarm<br>Red LED: Failure<br>Flashing Red LED: Fan Failure |
| **ENVIRONMENTAL** | |
| Operating | -40°C to +85°C / -40°F to +185°F |
| Storage | -40°C to +85°C / -40°F to +185°F |
| Relative Humidity | 0 to 95% |
| Altitude | 3000 m / 10000 ft (at full power) |
| **STANDARDS COMPLIANCE** | |
| Safety | 60950-1(CN, IEC and UL) |
| EMC | ETSI EN 300 386 (class A, FCC CFR 47 Part 15 class A, |
| Environmental | Telcordia GR-1089-CORE class A |
| Environmental | REACH, RoHS |
| **MECHANICS** | |
| Dimensions (H x W x D) | 41 x 194.5 x 355.6 (mm) / 1.61 x 7.65 x 14.00 (inches) |
| Weight | 1.13 kg / 2.49 lbs |

## Figures



Figure 1:
Output voltage vs. Output current at max. output power 1500 W



Figure 2:
Output Power vs. Temperature

## Ordering Information

| MODEL NUMBER | DESCRIPTION |
|---|---|
| C48/24-1500 | Converter, 40.5V-24 VDC, 1500 W |

VertivCo.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH, 43085, USA

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2019R05

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PROPOSED CONVERTER DETAILS

SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER:

R-4

REVISION:

-

TEP#3500902.4259.49

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# PROPOSED 10' MOUNT PIPE DETAIL

SCALE: N.T.S.

## Pxxx: Bulk Pipe

| Part # | Length | OD x Length (in) |
|---|---|---|
| | Schedule 40 | |
| P263 | 5'-3" | 2.375" x 63" |
| P272 | 6'-0" | 2.375" x 72" |
| P284 | 7'-0" | 2.375" x 84" |
| P296 | 8'-0" | 2.375" x 96" |
| P2108 | 9'-0" | 2.375" x 108" |
| P2120 | 10'-0" | 2.375" x 120" |
| P2126 | 10'-6" | 2.375" x 126" |
| P2150 | 12'-6" | 2.375" x 150" |
| P2174 | 14'-6" | 2.375" x 174" |
| P2252 | 21'-0" | 2.375" x 252" |
| P3072 | 6'-0" | 2.875" x 72" |
| P3084 | 7'-0" | 2.875" x 84" |
| P3096 | 8'-0" | 2.875" x 96" |
| P30108 | 9'-0" | 2.875" x 108" |
| P30120 | 10'-0" | 2.875" x 120" |
| P30126 | 10'-6" | 2.875" x 126" |
| P30150 | 12'-6" | 2.875" x 150" |
| P30174 | 14'-6" | 2.875" x 174" |
| P30252 | 21'-0" | 2.875" x 252" |
| P360 | 5'-0" | 3.5" x 60" |
| P372 | 6'-0" | 3.5" x 72" |
| P384 | 7'-0" | 3.5" x 84" |
| P396 | 8'-0" | 3.5" x 96" |
| P3150 | 12'-6" | 3.5" x 150" |
| P3160 | 13'-4" | 3.5" x 160" |
| P3174 | 14'-6" | 3.5" x 174" |
| P3216 | 18'-0" | 3.5" x 216" |
| P3252 | 21'-0" | 3.5" x 252" |
| P472 | 6'-0" | 4.5" x 72" |
| P4126 | 10'-6" | 4.5" x 126" |
| P4252 | 21'-0" | 4.5" x 252" |

**Features:**
- Factory cut end, hot dip galvanized pipe

**Construction:**
- ASTM A53 Grade B
- Schedule 40 or Schedule 80

**Design Criteria:**
- ASTM A53 Grade B (Yield Fy = 35 ksi | Fu = 60 ksi | UTS 60 ksi)
- Tensile Fu = 60 ksi (UTS 60 ksi)
- Hot dip galvanized in accordance with ASTM A123 requirements

| Part # | Length | OD x Length (in) |
|---|---|---|
| | Schedule 80 | |
| P2252-80 | 21' | 2.375" x 252" |
| P30126-80 | 10'-6" | 2.875" x 126" |
| P3252-80 | 21' | 2.875" x 252" |
| P3252-80 | 21' | 3.5" x 252" |

SitePro1.com

SHEET TITLE: SUPPLEMENTAL

SHEET NUMBER: R-5

REVISION: -

TEP #330052.428345

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DATA SHEET

DC Surge Protection Solutions - Outdoor Rated
**DC9-48-60-24-PC16-EV**
Overvoltage Protection and Fiber Distribution/Cable Management Junction Box

Rooftop

The DC9-48-60-24-PC16-EV is designed to be the most robust lightning and power surge protector available for rooftop equipment in distributed node B or e-node B applications. The flexible design provides electrical protection and fiber distribution/cable management for rooftop or cabinet equipment. The solution employs the patented Strikesorb® 3D-V1-2CEV surge protective device (SPD), capable of providing 12.5kA (10/350µs) of surge capacity for up to 9 -48V DC circuits.

powered by Strikesorb®






**Features**

- Provides protection for nine individual -48V DC Remote Radio Heads
- Fiber connections for up to 24 pair of fiber
- Simplifies inter-connectivity and cable management for DC conductors
- Impulse discharge current of 12.5kA 10/350 µs
- UL 1449 4th Edition Type 2 surge protective device
- IEC 61643-11 Class I protection for DC applications
- NEMA 4x rated enclosure
- Unit ships with conduit fittings for input of DC power and fiber.
- Gland kits available for applications needing glands.
- Galvanized steel bracket with mounting options to include Pole Mount, Wood Pole, Wall Mount or Banding.
- Patent pending

**Benefits**

- Strikesorb modules are fully recognized components to UL 1449 4th Edition, meeting all intermediate and high current fault requirements to facilitate use in original equipment manufacturers (OEM) applications. Strikesorb modules are also TÜV certified according to IEC 61643-11 standard
- Strikesorb offers unique maintenance-free protection against direct lightning currents
- NEMA 4x enclosure allows for indoor or outdoor installation





Gland Kits
available for order

Raycap

www.raycap.com

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G9D-01-811 191030

DC Surge Protection Solutions - Outdoor Rated
**DC9-48-60-24-PC16-EV**
Overvoltage Protection and Fiber Distribution/Cable Management Junction Box

SPECIFICATIONS

powered by Strikesorb®

| Electrical | |
|---|---|
| Model Number | DC9-48-60-24-PC16-EV |
| CEQ / ANT Number | CEQ: 44867 |
| Number of Circuits Protected | 9 |
| Surge Protective Device (SPD) Type per UL 1449 4th Edition | Type 2 |
| Surge Protective Device Class per (IEC 61643-11 | Class I |
| Nominal Operating DC Voltage [$U_n$] | -48 VDC |
| Maximum Continuous Operating DC Voltage [$V_{cpv}$] | 60 VDC |
| Impulse Discharge Current [$I_{imp}$] per IEC 61643-11 | 12.5kA 10/350 µs |
| Voltage Protection Level [$U_p$] at 12.5kA per IEC 61643-11 | 160 V |
| Voltage Protection Level [$U_p$] at 5kA per IEC 61643-11 | 145 V |
| Voltage Protection Rating (VPR) per UL 1449 4th Edition | 300 V |
| Suppression Technology | MOV |
| Strikesorb Module Type 2CA (UL 1449 4th edition) | 3V-V1-2CEV |
| Protection Modes | -48V to Return |
| Normal Mode: -48V to Return<br>Common Mode: Return to Ground | |

| Mechanical | |
|---|---|
| Connection Terminal (Suppression) Method | Compression lug 2 hole, #10, 5/8 pitch, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Ground) Method | Compression lug 2 hole, #10, 5/8 pitch, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Chain) Method | Compression lug 1 hole, #10, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Fiber) Method | LC-LC Single Mode |
| Operating Temperature (°C) | -30° C to +60° C |
| Storage Temperature (°C) | -40° C to +80° C |
| Cold Temperature Cycling IEC 61300-2-22 | -30° C to +60° C 200 hrs @5 PSI |
| Resistance to Aggressive Materials CEI IEC 61073-2 | Including Acids and Bases |
| UV Protection ISO 4892-2 Method A | Xenon Arc 2 160 hrs UL F-1 |
| Enclosure Type | Outdoor - NEMA 4x Rated |
| Enclosure Dimensions (L x W x H) | 16.54 x 14.57 x 6.19 in (415 x 421 x 256 mm) |
| Weight | 34.7 lbs (15.83 kg) |
| Combined Wire Loading | Sustained: 110 lbs (500 N)<br>Gust: 165 mph Gust: 165.0 lbs (1016 N) |

| Part Number |
|---|
| DC9-48-60-24-PC16-EV / 44AWG Gland Kit |
| DC9-48-60-24-PC16-EV / 44AWG Gland Kit |
| DC9-48-60-24-PC16-EV / 44AWG Gland Kit |

| Standards/Certifications |
|---|
| Strikesorb modules are compliant to the following Surge Protection Device Standards: |
| Standards: UL 1449 4th Edition 2011, IEC 61643-11:2011, EN 61643-11:2012, IEEE C62.11 2005, IEEE C62.41.2002, IEEE C62.45 2002, NEMA LS-1 |
| Certifications: UL, VDE, CE |

Each gland kit contains three glands and one plug. Glands are tested on which size is ordered. 44AWG, 64AWG or 84AWG



Raycap

www.raycap.com

AWG=American Wire Gauge

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G9D-01-811 191030

PROPOSED DC9-48-60-24-PC16-EV NEMA BOX DETAIL

SCALE: N.T.S.

SHEET TITLE: SUPPLEMENTAL

SHEET NUMBER: R-6

REVISION: -

TEP #355056-42634

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## Radio 4471 B30

- 4T4R single-band FDD
- Output power: 4x25W
- RAT support: L NR
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
- eCPRI 2x10.3/25.8 Gbps
- Size (mxv) 13 liter / 13 kg
- -Tongel (HxWxD) 361x261x129
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support v/o RS-485 or RF connectors
- 2 external alarm
- Support for 12dB TMA
- Convectional cooling
- IP 65, -40 to +55°C
- FCC and NEBS compliant
- Power consumption: Estimate >15% reduction compared 4415 B30 in typical traffic load (typical traffic load is defined in PowerCalc with average 21% output power)



## PROPOSED RADIO 4471 B30 DETAIL

SCALE: N.T.S.

## RADIO 4490 B5 B12

- 4 common RF ports (C)
- B5: 4x60W; B13: 4x40W
- 480W total RF output power
- L NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

| Radio 4490/B5* 4480 4480 C | Height | Width | Depth | Weight |
|---|---|---|---|---|
| With positioning items | 17.4 in (444 mm) | 15.2 in (384 mm) | 6.9 in (172 mm) | ~49.4 lbs (~31 kg) |
| w/ protruding items | 20.0 in (502 mm) | 15.7 in (397 mm) | 7.2 in (178 mm) | |

- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support v/o RS-485 or RF connectors
- Type 4.3-10 RF + connectors
- 2 external alarm
- Convectional cooling
- — Optional fan for increased site flexibility
- IP 65, -40 to +55°C






## PROPOSED RADIO 4490 B5/B12A DETAIL

SCALE: N.T.S.

## Radio 4494 44B14 20B29

- Distributed FeMo/ZT
- Pa power
- — B14: 4x48W
- — B29: 2x48W

- B14: L13, L18, 14L, 18A, 850A, 19B/21B, (18, 08 & 5A)
- B29: L13, L18, L29
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
- eCPRI 2x10.3/25.8 Gbps
- Front cover/264mm x 444mm
- Depth and weight 63mm (24lbm) 82deg
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support v/o RS485 or RF connectors
- 2 external alarm
- Distinction for increased site flexibility
- IP65, -40to +55C
- Power consumption 15% reduction compared 4449 / 4478 B14 + 4412 B29 for the same configuration



## PROPOSED RADIO 4494 B14/B29 DETAIL

SCALE: N.T.S.

## Radio 4890 B25 B66

- 8 RF ports, 4TR8 per band (5 for TX)
- B2: 4x40W
- B66: 4x40W
- Up to 480W in total RF power
- L NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

| Radio 4890/B25* Radio 4890/B66* | Height | Width | Depth | Weight |
|---|---|---|---|---|
| With positioning items | 17.4 in (444 mm) | 15.2 in (384 mm) | 7.0 in (178 mm) | ~69.5 lbs (~31.5 kg) |
| w protruding items | 20.0 in (502 mm) | 15.7 in (397 mm) | 7.2 in (182 mm) | |

- -48 VDC 2-wire (single DC-connector),
- AISG v3.0 TMA & RET support v/o RS-485 or RF connectors
- Type-4.3-10 RF + connectors
- 2 external alarm
- Convectional cooling
- — Optional fan for increased site flexibility
- IP 65, -40 to +55°C




## PROPOSED RADIO 4890 B25/B66A DETAIL

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-7**

REVISION: -

TEP #3350592.4289.45

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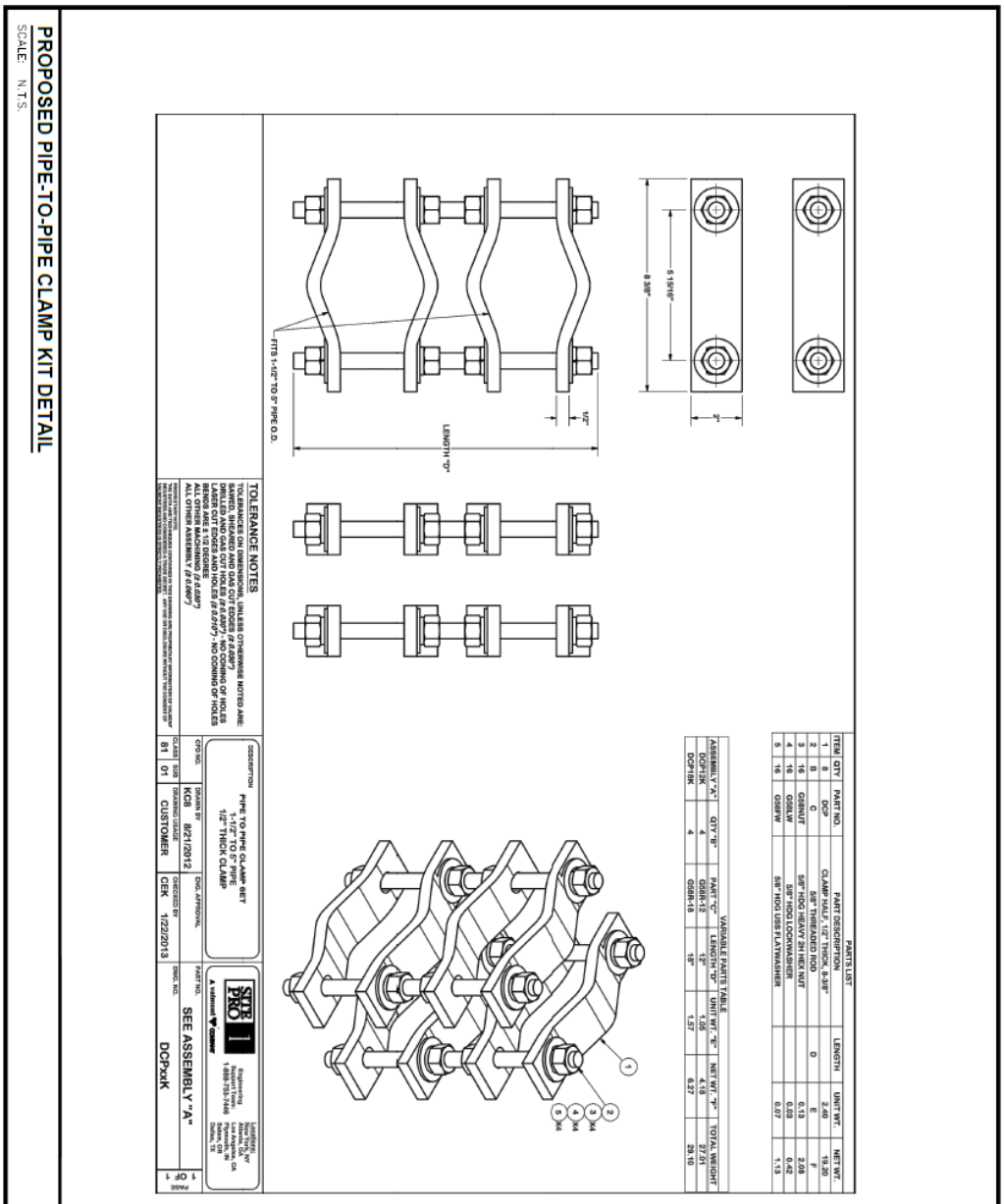
# EXHIBIT C-1 – CONT.




PROPOSED PIPE-TO-PIPE CLAMP KIT DETAIL

SCALE: N.T.S.

SHEET TITLE: SUPPLEMENTAL

SHEET NUMBER: R-8

REVISION: -

TEP #330092.42834

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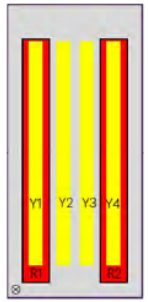
# EXHIBIT C-1 – CONT.

Antenna type

## 12071x

CMA-UBTLBLBHHHH/6517/17/21/21/21/21

| 12-port antenna | Unit | R1 | R2 | Y1 | Y2 | Y3 | Y4 |
|---|---|---|---|---|---|---|---|
| Frequency range | MHz | 698 - 960 | 698 - 960 | 1695 - 2690 | 1695 - 2690 | 1695 - 2690 | 1695 - 2690 |
| Polarization | | x | x | x | x | x | x |
| HBW | ° | 65 | 65 | 65 | 65 | 65 | 65 |
| Gain | dBi | 17 | 17 | 21 | 21 | 21 | 21 |
| EDT range | ° | 2 – 10 | 2 – 10 | 1 - 9 | 1 - 9 | 1 - 9 | 1 - 9 |




Product architecture

The CellMax new form factor multiband antennas extend line of the ultra-wide band antennas, combining wide band width in the high bands with wide band in the low bands, still featuring exceptionally low insert ion loss in a compact package.

The design aims at low differences between the ports in terms of gain (per band), azimuth and elevation patterns, and a very good electrical tilt precision. New for these antennas is the built- in aim in the bottom plate, which can help making sure the antenna is also mechanically aimed correctly, allowing the antenna potential to the highest in the industry cell throughput to come to fruition.

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Box 1236, SE-164 28 Kista Sweden VISITING ADDRESS: Gullfossgatan 1A & 1B, SE-164 40 Kista, Sweden
PHONE: +46 8 755 12 80, FAX: +46 8 755 12 81 E-MAIL: info@cellmax.com www.cellmax.com



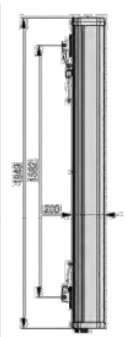
Antenna type

## 12071x

CMA-UBTLBLBHHHH/6517/17/21/21/21/21

Mechanical parameters:

| Mechanical specification: | |
|---|---|
| Connectors | 12 x 4.3 -10 female |
| Connector position | Bottom |
| Lightning protection | DC grounded |
| Height mm (inch) | 1949 (77) |
| Width mm (inch) | 609 (24) |
| Depth mm (inch) | 200 (8) |
| Antenna weight kg (lb) | 65 (143) |
| | |
| Wind load at 42 m/s (94 mph) | |
| Frontal N (lbf) | 1150 (259) |
| Lateral N (lbf) | 199 (45) |
| Survival wind speed m/s (mph) | 67 (151) |
| | |
| Colour radome | Light Grey, RAL 7035 |
| Radome material | ASA |
| | |
| Mounting hardware: | |
| Mounting bracket | 2 |
| Bracket weight (complete) kg (lb) | 5 (11) |
| Pole diameter mm (inch) | 45 (1.8) - 120 (4.7) |
| Mechanical tilt range ° | 0 - 5 |



| | |
|---|---|
| Box size mm (inch) | 2260x634x293 (89x25x12) |
| Box weight kg (lb) | 76 (167) |
| Maximum number of boxes per pallet | 7 |

Ordering information:

| Product number | Product description |
|---|---|
| 120715 | CMA-UBTLBLBHHHH/6517/17/21/21/21/21//RET including standard tilt mount |
| | |
| | |

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**PROPOSED 120716 ANTENNA**

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-9**

REVISION: -

TEP#33509C.425349

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# AIR 6472 B77G B77M
# Product Specification

| | |
|---|---|
| TRX Branches | 64T64R |
| Antenna Elements | 256 |
| Antenna configuration | (4x1)x(4x8) |
| Operation band | B77G (3450-3550 MHz), B77M(3840-3980 MHz) |
| IBW | 530 MHz |
| TCBW | 200 MHz |
| Output Power | 400 W, max 4W/MHz PSD |
| EIRP (Average) | 80.8 dBm |
| Supported RAT | NR |
| Weight | 67.2 lb(36.3"x15.83"x7.4") |
| Size | ~ 70 L |
| eCPRI link | 2x 25G |
| Operating Temperature | -40 to +55°C, nature convection cooling |
| Power Supply | -48VDC 3-wires, single connector |
| Power Consumption | ~ 760W, ETSI Avg. |
| Multi-layer MU MIMO | 16/8 DL/UL layer |



**PROPOSED AIR 6472 B77G B77M DETAIL**

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-10**

REVISION: -

TEP#3350094.42693.49

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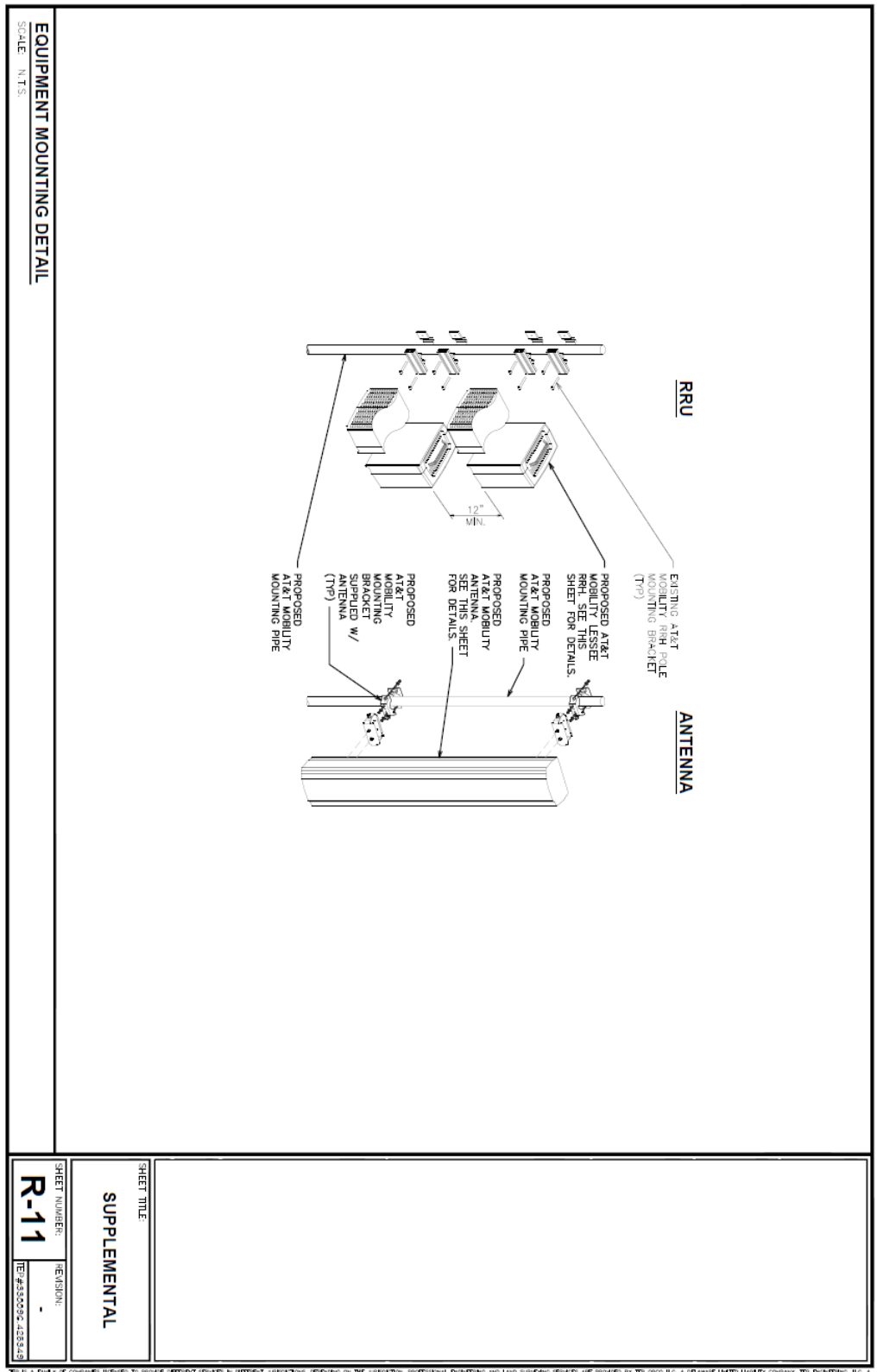
## EXHIBIT C-1 – CONT.

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SECTION 09 97 15

COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section includes painting and painting repair work associated with the installation of antennas, coaxial cables, and other common components with direct attachment to water tank facilities.

1.02 REFERENCES

A. Society for Protective Coatings (SSPC):
1. Volume 1: Good Painting Practice
2. Volume 2: Systems and Specifications

1.03 SUBMITTALS

A. Product Data: Submit data sheet for each coating system.

PART 2 PRODUCTS

2.01 MATERIALS

A. Manufacturers:
1. Sherwin Williams Company www.sherwin-williams.com
2. Tnemec Company www.tnemec.com
3. X-I-M Products www.ximbonder.com

PART 3 EXECUTION

3.01 EXAMINATION

A. Visually evaluate surface preparation by comparison with pictorial standards of SSPC-VIS-1-89.

3.02 PREPARATION

A. Remove all surface contaminants in accordance with SSPC-SP1 Solvent Cleaning.
1. Do not use hydrocarbon solvents on surfaces to be coated with water-based coatings.

B. Clean and remove all rust, slag, weld splatter, weld scabs, mill scale, and loose paint.

C. Protect areas adjacent to welding & or grinding operations to prevent damage of surrounding intact paint system.

D. Ferrous Metal: SSPC-SP6 Commercial Blast Cleaning

E. Galvanized Steel: SSPC-SP7 Brush Off Blast

F. Antenna Covers, Coaxial Cable, Non-metallic Substrates and Previously Painted Surfaces: Scarify to de-gloss. SSPC-SP1 with a non-hydrocarbon solvent.

G. Surface profile shall be in accordance with manufacturer's product recommendation.

H. Re-blast all surfaces:
1. Where rusting has recurred.
2. That do not meet the requirements of these specifications.

3.03 APPLICATION

A. Coatings shall be applied in accordance with manufacturer's printed instructions.



**SEH COATING SPECS**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER:

**R-12**

REVISION:

-

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# EXHIBIT C-1 – CONT.

B. Surfaces to be coated shall be clean, dry, and free of airborne dust and contaminants at the time of application and while film is forming.

C. Finish coat shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.

D. Shop Painting: Tape-off (2-inch minimum) surfaces that will be in the Heat-Affected-Zone during field welding.

E. Component Painting:
   1. Interior Exposed Ferrous Metal and Galvanized Steel:
      a. Product: Sherwin Williams Macropoxy 646 or Tnemec Series 161
         1) Number of Coats: 2
         2) Dry Film Thickness: 4.0–6.0 mils (per coat)
         3) Color: By Owner
   2. Exterior Exposed Ferrous Metal and Galvanized Steel:
      a. Primer: Sherwin Williams Macropoxy 646 or Tnemec Series 161 or N69
         1) Number of Coats: 1
         2) Dry Film Thickness: 4.0–6.0 mils
         3) Color: By Owner
      b. Finish: Sherwin Williams Acrolon 218 or Tnemec Series 10740/10750
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–3.0 mils
         3) Color: By Owner
   3. Antenna Covers:
      a. Primer: Sherwin Williams Pro-Cryl Primer
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–4.0 mils
      b. Finish: Sherwin Williams Sher-Cryl HPA
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.5–4.0 mils
         3) Color: By Owner
   4. Coaxial Cable
      a. Primer: X-I-M 1138
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–3.0 mils
      b. Finish: Sherwin Williams Sher-Cryl HPA
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.5–4.0 mils
         3) Color: By Owner

3.04 REPAIR OF AREAS DAMAGED BY WELDING

A. Prepare the damage by one of the two following methods as directed by the Engineer.
   1. Abrasive-blast to SSPC-SP6.
   2. Mechanically clean to SSPC-SP11.

B. Feather edges to provide smooth coating transition.

C. Apply prime coat to bare metal surface.

D. Mask off rectangular area around prime coat.

E. Apply finish coat.

3.05 QUALITY CONTROL

A. Measure dry film thickness with a magnetic film thickness gage in accordance with SSPC-PA2.

B. Visually inspect dried film for funs, sags, dry spray, overspray, embedded particles and missed areas.

C. Repair defective or damaged areas in accordance with Articles 3.02 and 3.03.

END OF SECTION

Coating Systems for Telecommunication Equipment
09 97 15 - 2

**SEH COATING SPECS**
SCALE: N.T.S.

SHEET TITLE:
**SUPPLEMENTAL**

SHEET NUMBER: **R-13**
REVISION: -
TEP#335096.428349

AT&T DC Power Systems, Outdoor Enclosures & Services

## DC Power Accessories & Spare Parts

### -58V NetSure™ Converter Upgrade Kit

Retrofit kits for NetSure DC power systems to accept -58V converters in place of +24V converters. When a system is equipped with the retrofit kit, the rectifier/converter shelf positions originally provided to accommodate the 1C2448150D +24V output converters will accommodate the 1C48582000P3 -58V output converters. All DC load breaker positions originally used for +24V converter output will provide -58V converter output.

### Ordering Information

NetSure 5500 | NetSure 7000 | Vertiv NTC6000

| AT&T Number | Vertiv Number | Description |
|---|---|---|
| NEQ53011 | 1C48582000P3 | High efficiency converter, -43 V to -58 VDC, 3000W peak, 1800W average, 2.5 lbs. |
| NEQ53009 | 60028937 | Retrofit Kit, -58 VDC Converter, NetSure 7000<br>For use with NEQ42006X (58C2P3000030) or NEQ53136 (58B2P3000030) |
| NEQ53021 | 60027905 | Retrofit Kit, -58VDC Converter, NetSure 72I previous models<br>For use with NEQ1364-76 (58E2T2000ZZD412) or NEQ1364-76 (58E2T2000ZZP412) |
| NEQ53012 | 60028956 | Retrofit Kit, -58VDC Converter, NetSure 72I original models<br>For use with NEQ53JO (58E2T2000ZZ0133), NEQ53TB5 (58E2T2000ZZ0P10) or NEQ53E35 (58E2T2CCZZ0133) |
| NEQ53034 | 60028939 | Retrofit Kit, -58VDC Converter, NetSure 8100<br>For use with NEQ53R8 (58E2T2CCZZ0B8) |
| NEQ53010 | 60028948 | Retrofit Kit, -58VDC Converter, NetSure 512<br>For use with NEQ53JO (58E2T2000ZZ0133), NEQ53JU (58E2T2000ZZ0133) or NEQ53P8 (58E2T2000ZZ0C0) |

PROPOSED -58V RETRO FIT KIT DETAIL

SCALE: N.T.S.

SHEET TITLE: SUPPLEMENTAL

SHEET NUMBER: R-14

REVISION: -

TEP#3350050.4268349

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**EXHIBIT C-1**

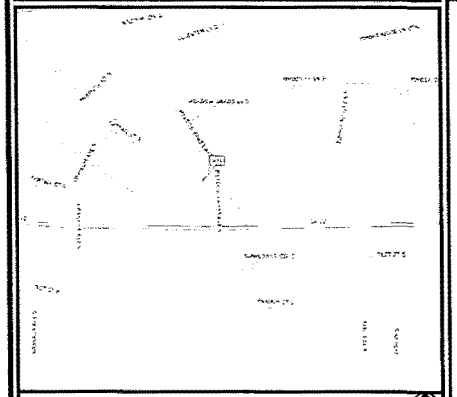
| | |
|---|---|
| AT&T SITE NUMBER: | MNL03117 |
| PROJECT DESCRIPTION: | LTE RRH SWAP |
| TOWER TYPE: | 157' WATER TANK |
| SITE ADDRESS: | 6950 MEADOW GRASS AVE S<br>COTTAGE GROVE, MN 55016<br>(WASHINGTON COUNTY) |
| JURISDICTION: | CITY OF COTTAGE GROVE |
| PRESENT OCCUPANCY TYPE: | TELECOMMUNICATIONS FACILITY |
| CURRENT ZONING: | R5 |
| PARCEL ID: | 06.027.21.44.0007 |

## PROJECT INFORMATION

| | |
|---|---|
| LATITUDE: | N 44° 50' 55.89" (44.848856)* |
| LONGITUDE: | W 92° 58' 6.39" (-92.968456)* |
| GROUND ELEVATION: | ± 948' (AMSL) ** |

* INFORMATION PROVIDED BY AT&T
** INFORMATION PROVIDED BY FAA

## TOWER COORDINATES



## LOCATION MAP

DIRECTIONS FROM MINNEAPOLIS–SAINT PAUL INTERNATIONAL AIRPORT TO SITE:

HEAD NORTHWEST ON GLUMACK DR. SLIGHT LEFT. TURN LEFT TOWARD NORTHWEST DR. MERGE WITH NORTHWEST DR. AT THE ROUNDABOUT, CONTINUE STRAIGHT. SLIGHT LEFT ONTO GLUMACK DR. USE THE LEFT 2 LANES TO TURN SLIGHTLY LEFT TO MERGE WITH MN-5 E. MERGE WITH MN-5 E. USE THE RIGHT LANE TO TAKE THE MN-55 W/MN-55 E EXIT TOWARD MINNEAPOLIS FT SNELLING/HASTINGS. SLIGHT RIGHT TO MERGE WITH MN-55 E/MN-62 E/HWY 55 E TOWARD MENDOTA BRG. KEEP LEFT TO CONTINUE ON MN-62 E, FOLLOW SIGNS FOR MN-13 N/MN-110. 4.9 MI. SLIGHT LEFT TO MERGE WITH I-494 E. 3.3 MI. TAKE EXIT 63B TO MERGE WITH US-10 E/US-61 S TOWARD HASTINGS. TAKE EXIT 127 TOWARD WA-22/70TH ST/SUMMIT AVE. TURN LEFT ONTO 70TH ST S/SUMMIT AVE. TURN LEFT ONTO MEADOW GRASS AVE S.

## DRIVING DIRECTIONS

PROJECT INFORMATION:

# AT&T

# 6950 MEADOW GRASS AVE S
# COTTAGE GROVE, MN 55016
# (WASHINGTON COUNTY)

## AT&T SITE #: MNL03117
## FA LOCATION CODE: 10081795
## USID: 14858
## SITE NAME: WOODLANE

**REFERENCE NOTES**

CONTRACTOR SHALL REQUEST CURRENT RFDS FROM CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

GC SHALL REVIEW AND COMPLY WITH WATER TOWER STRUCTURAL AND MOUNT ANALYSIS REPORT BY TEP DATED MARCH 3, 2026.

## IWM JOB#/PTN#
## WSUMW0034496/3511A1DAGR
WSUMW0034691/3511A1DBG9
WSUMW0034328/3511A1DCAH
WSUMW0034543/3511A1DB1G
WSUMW0034640/3511A1DB4B

**TOWER OWNER:**
NAME: CITY OF COTTAGE GROVE
ADDRESS: 12800 RAVINE PKWY S
CITY, STATE, ZIP: COTTAGE GROVE, MN 55016
CONTACT: RICK ALT
EMAIL: RALT@COTTAGEGROVEMN.GOV

**APPLICANT/LESSEE:**
NAME: AT&T MOBILITY
ADDRESS: 7900 XERXES S 3RD FLOOR
CITY, STATE, ZIP: BLOOMINGTON, MN 55431

**CIVIL ENGINEER:**
NAME: TEP
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
CONTACT: ANDREW R. BERGLUND, P.E.
PHONE: (919) 661-6351

**PROPERTY OWNER INFORMATION:**
NAME: CITY OF COTTAGE GROVE
ADDRESS: 12800 RAVINE PKWY S
CITY, STATE, ZIP: COTTAGE GROVE, MN 55016

**SITE ACQUISITION SUPPLIER:**
NAME: SMARTLINK
CONTACT: JACQUELYN SPOHR
EMAIL: JACQUELYN.SPOHR@SMARTLINKGROUP.COM

**PROJECT MANAGER:**
AT&T PM: KABAO KUE
EMAIL: KY8972@ATT.COM

**CONSTRUCTION MANAGER:**
AT&T CM: PETER MCENERY
EMAIL: PM753T@ATT.COM

## CONTACT INFORMATION

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. MINNESOTA BUILDING CODE (2020 EDITION)
2. MINNESOTA CODE COUNCIL
3. ANSI/TIA-222-H
4. 2023 NEC
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

## CODE COMPLIANCE

**TOWER SCOPE OF WORK:**

- REMOVE (9) ANTENNAS
- REMOVE (15) RRHs
- REMOVE (3) TMAs
- REMOVE (3) FC16-PC6-10E
- REMOVE (9) DC2-48-60-0-9E
- REMOVE (1) 8 AWG DC POWER TRUNK
- INSTALL (6) CELLMAX 120716 ANTENNAS
- INSTALL (3) AIR 6472 B77G B77M ANTENNAS
- INSTALL (3) 4471 B30 RRUs
- INSTALL (3) 4490 B5/B12A RRUs
- INSTALL (3) 4494 B14/B29 RRUs
- INSTALL (3) 4890 B25/B66A RRUs
- INSTALL (2) DC9-48-60-24-PC16-EV NEMA BOXES
- INSTALL (12) P30120 10' MOUNT PIPES
- INSTALL (9) DCP18K PIPE TO PIPE CLAMPS
- INSTALL (1) 6 AWG DC POWER TRUNK
- EXISTING (2) 18 PAIR FIBER TRUNKS
- EXISTING (4) 8 AWG DC POWER TRUNKS

**GROUND SCOPE OF WORK:**

- REMOVE ALL (E) NOKIA BBUs
- REMOVE (1) COMMSCOPE POWERSHIFT
- REMOVE (5) 24V/-48V CONVERTERS
- INSTALL (1) 6672 BBU
- INSTALL (1) 6610 SITE CONTROLLER
- INSTALL (1) -58V RETROFIT KIT
- INSTALL (9) 48V/58VDC CONVERTERS
- INSTALL DC BREAKERS AS NEEDED PER ATT-CEM-18002
- EXISTING (2) DC12-48-60-RM
- EXISTING (1) VERTIV STD -48VDC NETSURE 7100 1000A POWER PLANT
- EXISTING (14) R48-2000E3 RECTIFIERS
- EXISTING (5) C48/24-1500 CONVERTERS
- EXISTING (20) SBS190F BATTERIES

**NOTES:**

1. PAINT ANTENNAS TO MATCH WT
2. USE VINYL WRAP FOR AIR ANTENNA

## SCOPE OF WORK

| SHEET | DESCRIPTION | REV |
|---|---|---|
| T-1 | TITLE SHEET | 4 |
| N-1 | GENERAL NOTES | 2 |
| N2 - N3 | AT&T MACRO BUILD STANDARDS | 2 |
| C-1A | COMPOUND LAYOUT | 3 |
| C-1B | DETAILED EQUIPMENT LAYOUT | 3 |
| C-2 | TOWER ELEVATION | 3 |
| C-3A | EXISTING ANTENNA/CABLE SCHEDULE | 3 |
| C-3B | EXISTING ANTENNA ORIENTATION | 2 |
| C-4A | PROPOSED ANTENNA/CABLE SCHEDULE | 4 |
| C-4B | PROPOSED ANTENNA ORIENTATION | 4 |
| S-1 | HANDRAIL ANTENNA MOUNTING DETAILS | 4 |
| E-1 | ELECTRICAL NOTES | 2 |
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## INDEX OF SHEETS

## JURISDICTION APPROVAL

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

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PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 04-14-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-26 | 100% CONSTRUCTION |
| 3 | 03-06-26 | 100% CONSTRUCTION |

DRAWN BY: PRB | CHECKED BY: CCJ

SHEET TITLE:
## TITLE SHEET

SHEET NUMBER: T-1
REVISION: 4
TEP #538696.425349

TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DIFFERENT SERVICES IN DIFFERENT JURISDICTIONS, DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY; TEP ENGINEERING, LLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY; OR MAR ENGINEERING, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY; GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY. WE ARE NOT LICENSED IN EVERY STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY.

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED AT&T OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF MINNESOTA.
3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-H-2018. THIS CONFORMS TO THE REQUIREMENTS OF THE MINNESOTA BUILDING CODE, 2020 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MINNESOTA BUILDING CODE, 2020 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE AT&T PROJECT MANAGER.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
18. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
19. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
20. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH AT&T SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO AT&T PRIOR TO THE START OF THE WORK ON THE PROJECT.
21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE AT&T PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
24. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

## GENERAL NOTES

SCALE: N.T.S.

PLANS PREPARED FOR:

AT&T

7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

**AT&T SITE #: MNL03117**

**AT&T FA CODE: 10081795**

6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND

Signature:

Date 03-04-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

**PROJECT NOTES**

SHEET NUMBER: **N-1**

REVISION: 2

TEP #: 338896.425349

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## MACRO BUILD STANDARDS:

1. 24" EDGE-TO-EDGE MINIMUM SPACING BETWEEN ANTENNAS REDUCES THE POTENTIAL FOR RF IMPAIRMENT AND MAXIMIZES THE NUMBER OF ANTENNAS AVAILABLE ON MOST COMMON SECTOR FACE SIZES.
2. MAXIMIZE EDGE-TO-EDGE ANTENNA SPACING BEYOND 24" WHERE POSSIBLE.
3. SKEW IS NOT APPROVED. ALL "EQUIPMENT" MUST BE INSTALLED A MINIMUM OF 12" BEHIND THE HORIZONTAL MOUNTING PIPE OF ALL SECTOR ANTENNAS. (EQUIPMENT EXAMPLE: RRHs, RRUs DCx/s, TMAs, MULTIPLEXERS, BUS BARS, OR OTHER ANCILLARY EQUIPMENT.
4. ANY EQUIPMENT INSTALLED BETWEEN ANTENNAS, EVEN IN THE "BACKSIDE" OF THE HORIZONTAL MOUNTING PIPE SECTOR FACEOR ANTENNA MOUNTING PIPE IS NOT APPROVED.
5. IN ADDITION TO THE MINIMUM SEPARATION REQUIREMENTS, NO EQUIPMENT IS TO BE INSTALLED IN FRONT (FACE PLANE), ABOVE, BELOW OR SIDE OF ANTENNAS (E.G., IN-BETWEEN ANTENNAS).
6. AT&T DOES NOT SHARE LEASE ENVELOPE BORDERS WITH ADJACENT OPERATORS. AT&T MUST HAVE A MINIMUM OF 12" BETWEEN ENVELOPE BOUNDARIES. IF NO LEASE ENVELOPE IS DEFINED, MAINTAIN AT LEAST 12" BETWEEN ADJACENT OPERATOR EQUIPMENT (ANTENNA PIPE MOUNT/CABLES).
7. IF RADIO REPLACEMENT ENCROACHES WITHIN 12" OF THE NEAREST HORIZONTAL MOUNTING PIPE, RF ABSORPTIVE MATERIAL MUST BE INSTALLED ON ANTENNAS.
8. FOR INSTALLATIONS ON A ROOFTOP, WATER TANK, BILLBOARD, OR AN INSTALLATION WHERE ANTENNAS ARE ABOVE, BELOW, OR BEHIND A SURFACE OR OBSTRUCTION, ADHERE TO ANTENNA CLEARANCE STANDARDS AND PLAN ACCORDINGLY.
9. 3GHz AND mmWAVE ACTIVE ANTENNAS MUST USE APPROPRIATE STEALTHING FILM(S).

**Table 2: Build Standards Part 1 of 4**

| Lease Envelope [1], [2] | Antenna Centerline (RAD) Accuracy [2] | Antenna Tip Height | Mount Alignment Accuracy | Antenna Vertical Mounting Pipe Placement on Horizontal Mounting Pipe |
|---|---|---|---|---|
| Per Tower Owner Master Lease Agreement (MLA) | AT&T RAD CL within (+/-) 6" AGL | (+/-) 6" AGL | (+/-) 3° AGL | (+/-) 1" |

**Table 3: Build Standards Part 2 of 4**

| Antenna Horizontal and Coner spacing [1] | Antenna Face Plane | Antenna Azimuth (Aiming) Accuracy [2] | Antenna Skew to Mount Alignment Accuracy | Antenna Mechanical Downtilt Accuracy | Antenna Plumb (roll) Tolerance |
|---|---|---|---|---|---|
| Minimum ≥ 24" | ≤ 2" | (+/-) 3° | (+/-) 3° | (+/-) 1° | (+/-) 1° |

**Table 4: Build Standards Part 3 of 4**

| Ancillary Equipment Placement Distance Behind Horizontal Mounting Pipe [1] | Vertical Radio Separation [2] | 3 GHz AAS & mmWave Vertical Antenna Separation [2] | Wall Mounted Equipment Placement Vertical to Antennas | Wall Mounted Equipment Placement Horizontal to Antennas |
|---|---|---|---|---|
| ≥ 12" | ≥ 16" Between units (Airflow - Cooling) | ≥ 12" Between Units (Airflow - Cooling) (RF Isolation) | ≥ 24" Vertical isolation (Above and Below) | ≥ 60" Horizontal Isolation (Either Side) |

**Table 5: Build Standards Part 4 of 4**

| Antenna Vertical Clearance Rooftop and/or Obstacle [1] | Antenna Spacing from FRP/Screening (Stealthing/Structure) [2] | Metallic Obstruction Objects/Structures [3] | Microwave Dish Placement Vertical to Antennas | Microwave Dish Placement Horizontal to Antennas |
|---|---|---|---|---|
| ≥ 5' (Antenna Tail Height) at roof edge/ building Face | ≥ 2λ (34" @ 704 MHz) | ≥ 17" @ 704 MHz | ≥ 24" Vertical Isolation Above and below | ≥ 60" Horizontal Isolation Either side |

## ACCURACY STANDARDS:

1. ANTENNA CENTERLINE (RAD) ACCURACY: ±6"
2. ANTENNA TIP HEIGHT: ±6" AGL
3. MOUNT ALIGNMENT ACCURACY: ±3°
4. ANTENNA VERTICAL MOUNTING PIPE PLACEMENT ON HORIZONTAL MOUNTING PIPE: ±1"
5. ANTENNA HORIZONTAL AND CORNER SPACING: ≥24" - MINIMUM.
6. ANTENNA FACE PLANE: ≤2". ALL ANTENNA FACE SURFACES MUST ALIGN IN THE SAME PLANE.
7. ANTENNA AZIMUTH (AIMING) ACCURACY: ±3°
8. ANTENNA SKEW TO MOUNT ALIGNMENT ACCURACY: ±3°
9. ANTENNA MECHANICAL DOWNTILT ACCURACY: ±1°
10. ANTENNA PLUMB (ROLL) TOLERANCE: ±1°
11. ANCILLARY EQUIPMENT PLACEMENT (BEHIND HORIZONTAL MOUNTING PIPE): ≥12"
12. 3 GHz AAS & mmWAVE VERTICAL ANTENNA SEPARATION: ≥12" BETWEEN UNITS.
13. VERTICAL RADIO SEPARATION: ≥16" BETWEEN UNITS.
14. WALL MOUNTED EQUIPMENT PLACEMENT - VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥24" VERTICAL ISOLATION - ABOVE AND BELOW.
15. WALL MOUNTED EQUIPMENT PLACEMENT - HORIZONTAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥60" HORIZONTAL ISOLATION - EITHER SIDE.
16. ANTENNA VERTICAL CLEARANCE - ROOFTOP AND/OR OBSTACLE: ≥5' (ANTENNA TAIL HEIGHT) ABOVE THE ROOF SURFACE, PARAPET, OR WALL TOP.
17. ANTENNA SPACING FROM FRP/SCREENING (STEALTHING AND/OR STRUCTURE): (FIBER-REINFORCED PLASTIC) ≥2λ THAT IS: 34" @ 704 MHz.
18. MICROWAVE DISH PLACEMENT - VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE): ≥24" VERTICAL ISOLATION - ABOVE OR BELOW.
19. NEED TO FOLLOW ANTENNA MOUNT STANDARDS WITH ANTENNA SEPARATIONS AND POSITIONS.

## GENERAL NOTES:

1. "PROPOSED ANTENNAS, RRU AND DISTRIBUTION BOX COVERS, MOUNTING PIPES, AND STANDOFF MOUNTS INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (VERIFY AND REFER TO SEH COATING GUIDELINES ATTACHED)."
2. "PROPOSED EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. INTERIOR MOUNTING PIPES ARE TO BE CAPPED AT BOTH ENDS WITH RUBBER CAPS."
3. "ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR CAUSING METAL TO METAL CONTACT. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE. FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER."
4. "ALL EXISTING AND PROPOSED CABLE PENETRATION SLEEVES MUST USE AN INDUSTRY STANDARD WEATHERPROOF BOOT AND CUSHION ASSEMBLY (SPRAY FOAM IS NOT ACCEPTABLE)."
5. "ALL EXPOSED JUMPERS AND CABLES ARE TO BE PROVIDED WITH MANUFACTURED WHITE JACKETING OR TAPED WHITE."
6. "ALL PENETRATIONS NO LONGER USED MUST BE REMOVED AND THE WATER TOWER RESTORED TO ITS PRE INSTALLATION STATE. REPAIRS AND PAINTING WILL NEED TO BE DONE PER SEH COATING SYSTEMS FOR TELECOMMUNICATIONS EQUIPMENT."
7. "ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL."
8. "ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED."
9. "ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT."

## AT&T MACRO BUILD STANDARDS AND GENERAL NOTES

SCALE: N.T.S.

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AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
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SEAL: MN COA#: 1048
FOR REFERENCE ONLY
TEP OPCO, LLC

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| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB | CHECKED BY: CCJ

SHEET TITLE:
**AT&T MACRO BUILD STANDARDS**

SHEET NUMBER: **N-2**
REVISION: 2
TEP #: 338896.425349

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Figure 4: Typcial Antenna RAD center

## Typical Antenna RAD Center

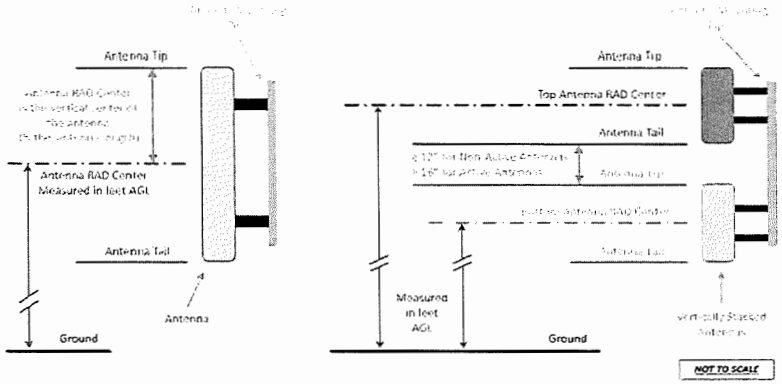


Figure 6: Single Point Attachment Mount Drawing

## Single-Point Attachment Mount

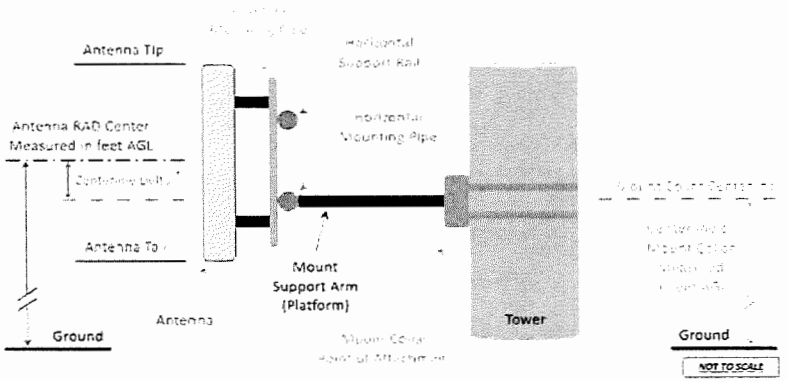


Figure 8: Dual Point Attachment Mount Drawing

## Dual-Point Attachment Mount

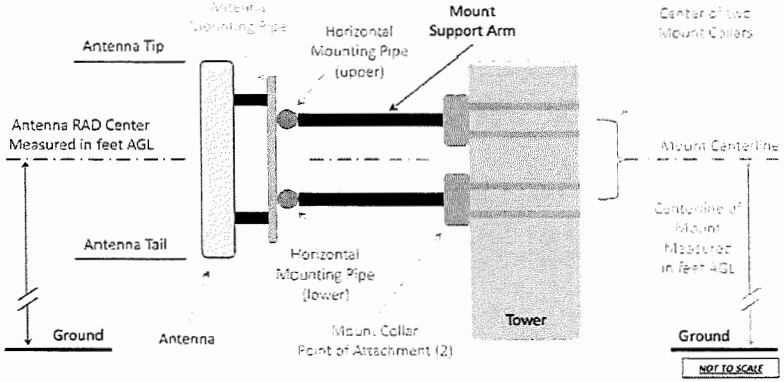


Figure 9: Mount Sizing Standards

| Mount Standards | | | | |
|---|---|---|---|---|
| No Skew | | | | |
| Mount Size | Antenna Mounting Pipe Placement | Maximum Number of Antennas | Maximum Antenna Width (All Antennas) | Percentage Active Antennas Covered |
| 10' | 60" | 3 | 36" | 98% |
| 10' | Not Valid | 4 | Not Valid | Not Valid |
| 10' | Not Valid | 5 | Not Valid | Not Valid |
| 12' | 48" | 4 | 24" | 91% |
| 12' | Not Valid | 5 | Not Valid | Not Valid |
| 14' | 56" | 4 | 32" | 97% |
| 14' | 42" | 5 | 18" | 76% |

RED HIGHLIGHTED CONFIGURATIONS ARE LABELLED 'NOT VALID' DUE TO THE INABILITY TO ACHIEVE PROPER SPACING.

**AT&T MACRO BUILD STANDARDS**

SCALE: N.T.S.

PLANS PREPARED FOR:

AT&T

7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03117

AT&T FA CODE: 10081795

6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1048

FOR REFERENCE ONLY

TEP OPCO, LLC

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| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

AT&T MACRO BUILD STANDARDS

SHEET NUMBER: N-3

REVISION: 2

TEP#:338896.425349

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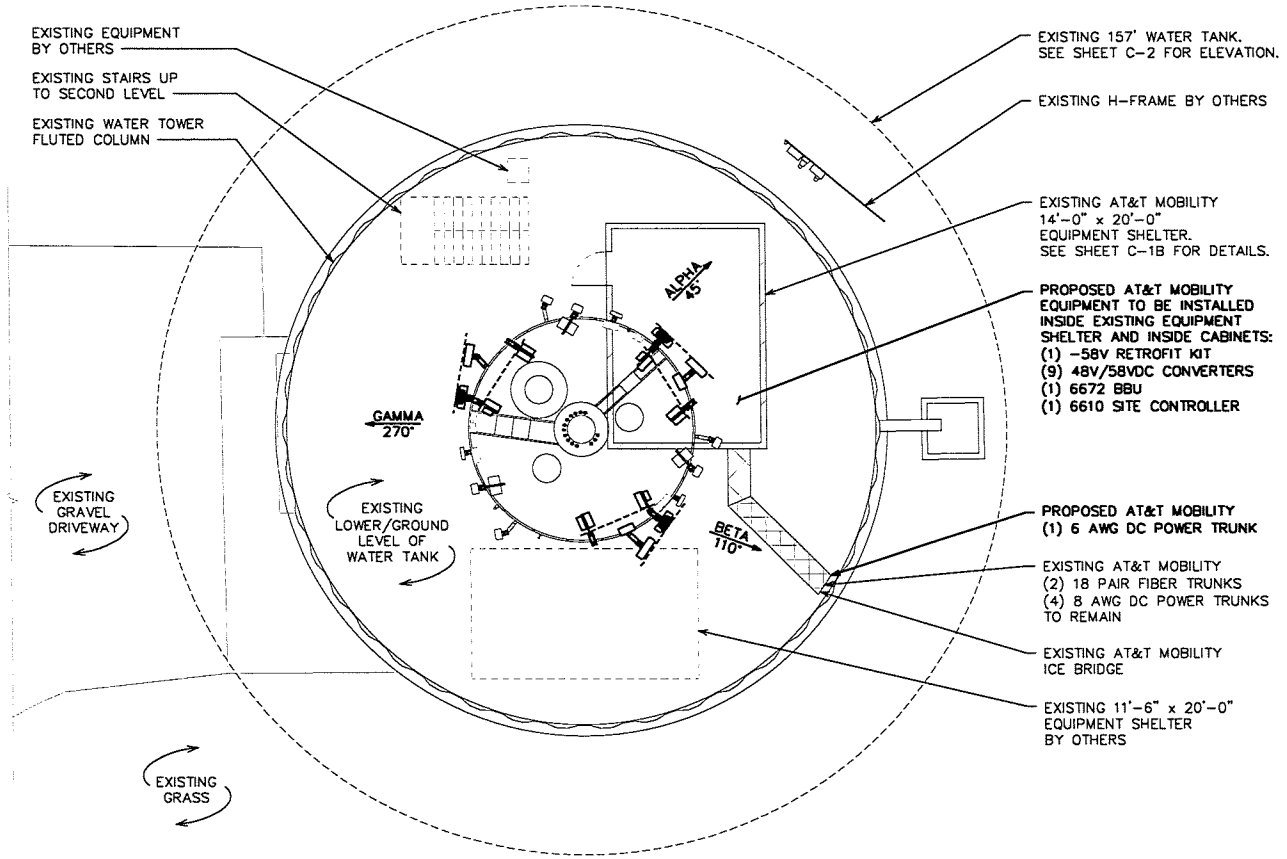
## NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE A&T MOBILITY SPECIFICATIONS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE AT&T MOBILITY REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
4. PROPERTY LOCATED IN FLOOD ZONE "X". AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL #27163C0405E, EFFECTIVE FEBRUARY 03, 2010.




## COMPOUND LAYOUT

SCALE: 3/32" = 1'-0"

0 8 16
SCALE IN FEET

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
**AT&T SITE #: MNL03117**
**AT&T FA CODE: 10081795**
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

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OFFICE: (919) 661-6351
www.tepgroup.net


SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 04-08-26 License # 59085

TEP OPCO, LLC

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| 2 | 03-04-26 | 100% CONSTRUCTION |

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SHEET TITLE:
**COMPOUND LAYOUT**

SHEET NUMBER: **C-1A**
REVISION: 3
TEP #338896.425349


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## NOTES:

1. VIEW SHOWN BELOW DRAWN FROM INFORMATION PROVIDED BY MASTEC COMMUNICATIONS GROUP. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION AND TO NOTIFY TEP IMMEDIATELY OF ANY DISCREPANCIES.
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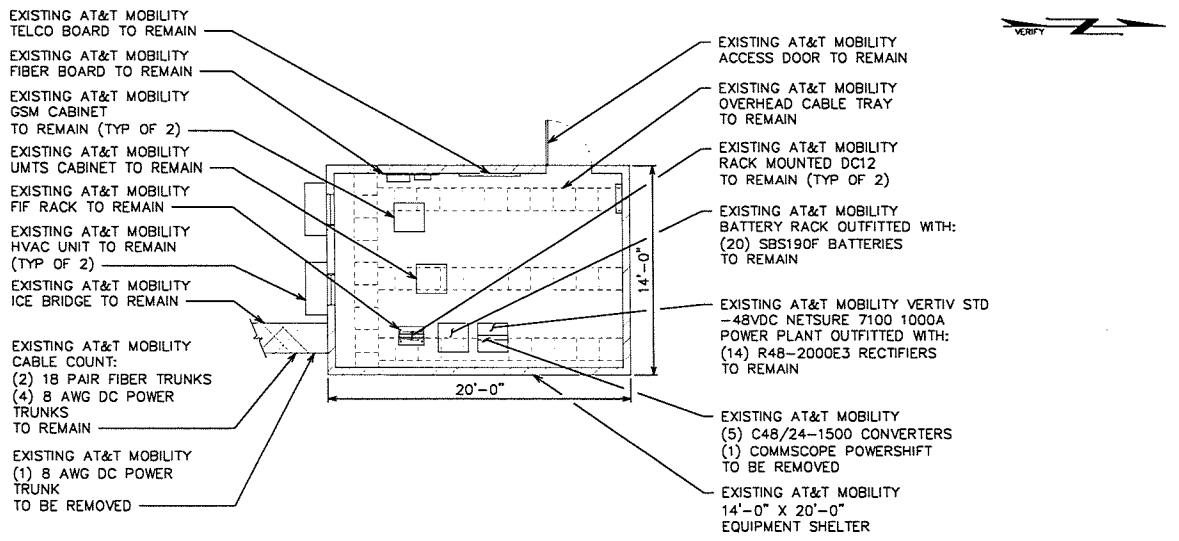


## EXISTING DETAILED EQUIPMENT LAYOUT

SCALE: 1/8" = 1'-0"

0 8 16
SCALE IN FEET

## NOTES:

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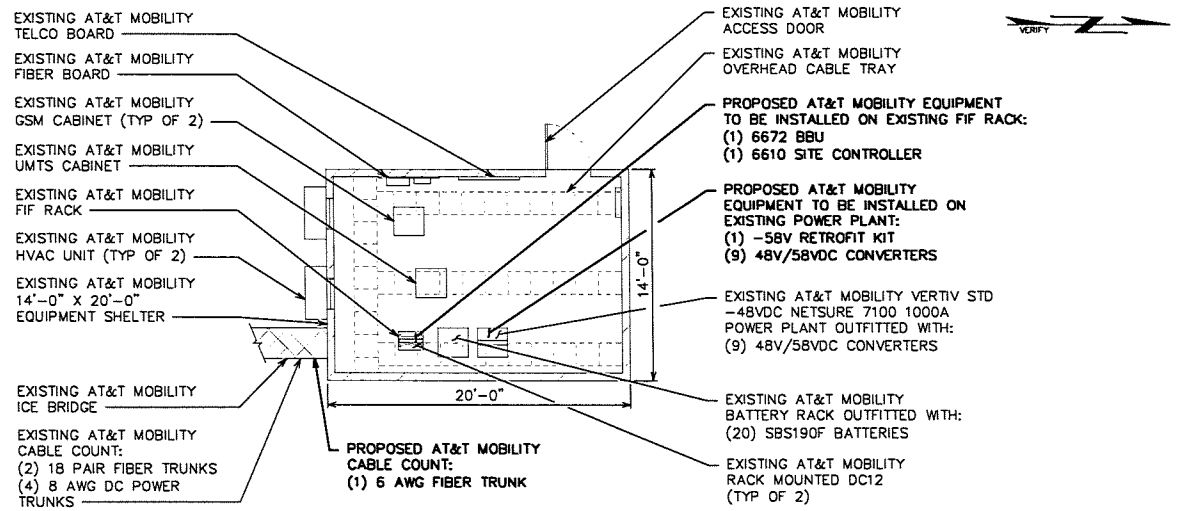
3. THIS CONSTRUCTION DRAWING SET IS NOT INTENDED TO SHOW ANY AC ELECTRICAL EQUIPMENT CHANGES. SHOULD THE AC ELECTRICAL SYSTEM REQUIRE MODIFICATION, CONTRACTOR TO NOTIFY ENGINEER OF RECORD AND MASTEC COMMUNICATIONS PRIOR TO CONSTRUCTION.
4. SEE SHEET R-1 FOR DETAILS ON CALCULATED AC LOADING.




## PROPOSED DETAILED EQUIPMENT LAYOUT

SCALE: 1/8" = 1'-0"

0 8 16
SCALE IN FEET

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
**AT&T SITE #: MNL03117**
**AT&T FA CODE: 10081795**
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1048

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Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 04-08-26 License # 59085

TEP OPCO, LLC

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DRAWN BY: PRB | CHECKED BY: CCJ

SHEET TITLE:
**DETAILED EQUIPMENT LAYOUT**

SHEET NUMBER: **C-1B**
REVISION: 3
TEP #: 338896.425349

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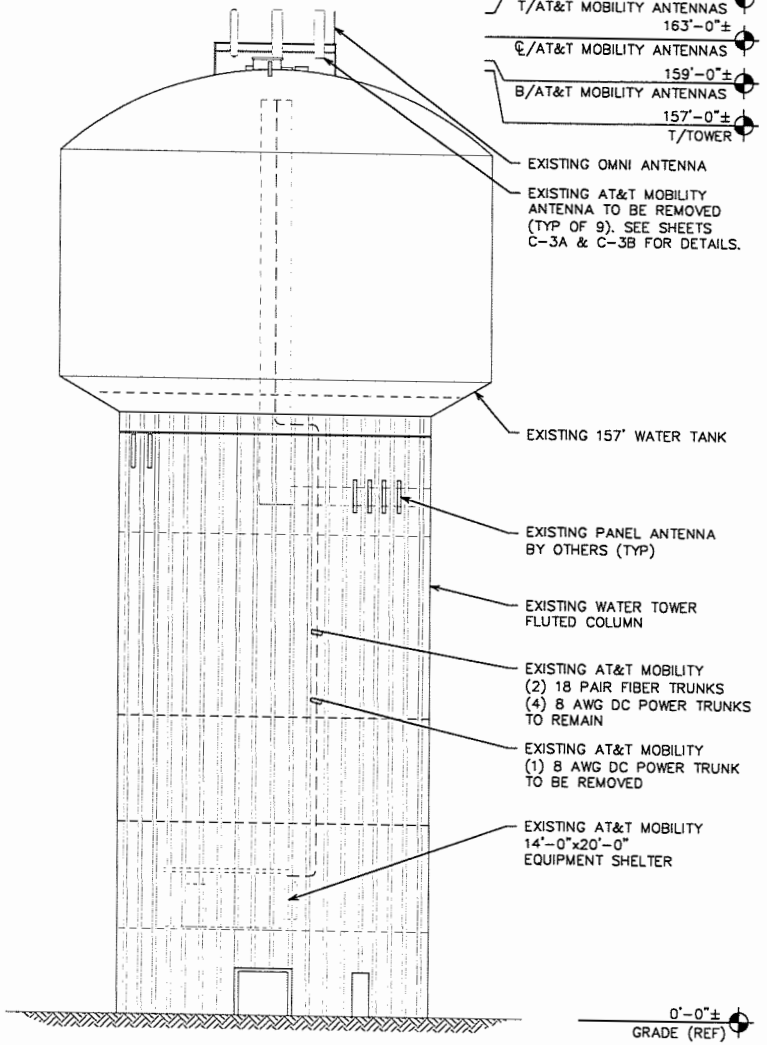
## NOTE:

THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TOWER IN THE FIELD MAY VARY.




**EXISTING TOWER ELEVATION**

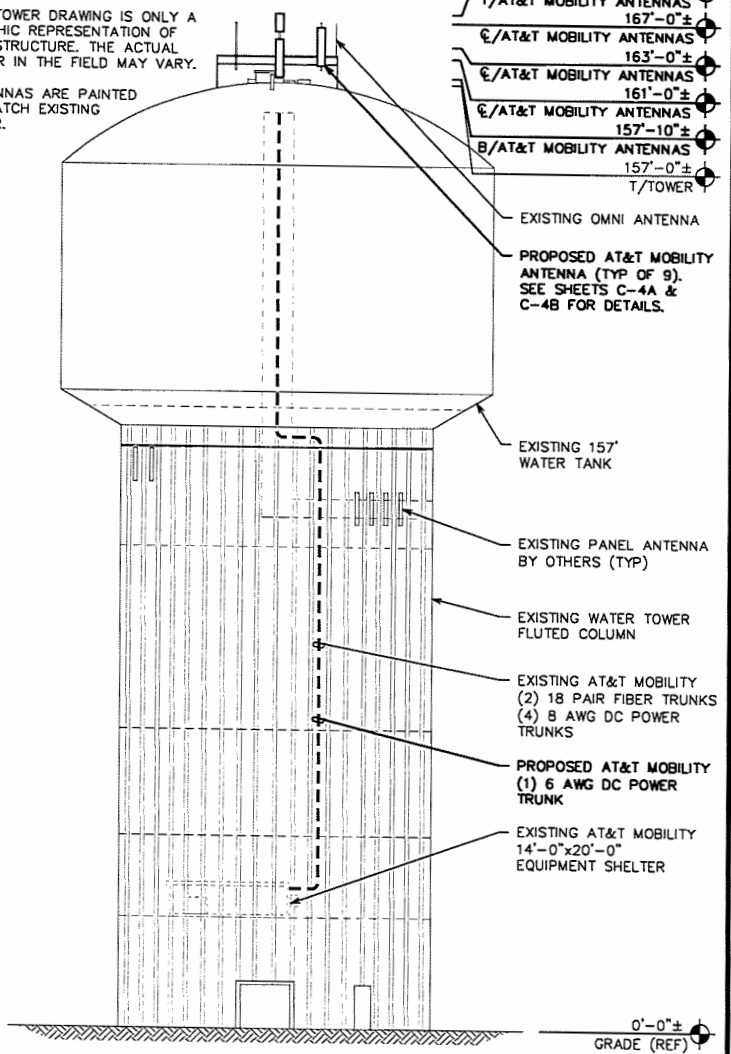
SCALE: 1" = 20'-0"

0 20 40

SCALE IN FEET

## NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF STRUCTURAL ANALYSIS.
2. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TOWER IN THE FIELD MAY VARY.
3. ANTENNAS ARE PAINTED TO MATCH EXISTING TOWER.




**PROPOSED TOWER ELEVATION**

SCALE: 1" = 20'-0"

0 20 40

SCALE IN FEET

PLANS PREPARED FOR:

AT&T

7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

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SEAL: MN COA#: 1048

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Signature:

Date 04-08-26 License # 59085

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SHEET TITLE:

**TOWER ELEVATION**

SHEET NUMBER: **C-2**

REVISION: 3

TEP #: 338896.425349


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## GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. LOADING INFORMATION PROVIDED BY AT&T RFDS-23834.

### EXISTING ANTENNA/CABLE SCHEDULE

| ANT. MARK | SECTOR | TECH. | MANUFACTURER/ MODEL# | DIMS (HxWxD) | AZIMUTH (TN) | RAD CENTER | ELEC. D-TILT | TMA MODEL | COAX/CABLE | SURGE PROTECTION | RRU MODEL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | ALPHA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 45° | 163' | - | - | *(1) 8 AWG DC POWER TRUNK<br>(4) 8 AWG DC POWER TRUNKS<br>(2) 18 PAIR FIBER TRUNKS | *(3) FC16-PC6-10E<br>*(3) DC2-48-60-0-9E | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB<br>*(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| A2 | ALPHA | UMTS | *KMW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 45° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | | | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB<br>*(1) RRH4X25-WCS-4R |
| A3 | ALPHA | LTE | *CCI HPA-65R-BUU-H8 | H 92.8" W 14.4" D 7.3" | 45° | 163' | - | - | | | *(1) B25 RRH4X30-4R |
| B1 | BETA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 110° | 163' | - | - | | | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB<br>*(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| B2 | BETA | UMTS | *KMW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 110° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | | | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB<br>*(1) RRH4X25-WCS-4R |
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| C1 | GAMMA | LTE | *COMMSCOPE NNH4-65C-R6 | H 96.0" W 19.6" D 7.8" | 270° | 163' | - | - | | | *(1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB<br>*(1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA |
| C2 | GAMMA | UMTS | *KMW EPBQ-654L8H8-L2 | H 96.0" W 21.0" D 6.3" | 270° | 163' | - | *POWERWAVE (1) TT19-08BP111-001 | | | *(1) AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB<br>*(1) RRH4X25-WCS-4R |
| C3 | GAMMA | LTE | *CCI HPA-65R-BUU-H8 | H 92.8" W 14.4" D 7.3" | 270° | 163' | - | - | | | *(1) B25 RRH4X30-4R |

* - EXISTING AT&T EQUIPMENT/TECH TO BE REMOVED
** - EXISTING AT&T EQUIPMENT/TECH TO BE RELOCATED

## EXISTING ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.


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BLOOMINGTON, MN 55431

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Date 04-08-26 License # 59085

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DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:
**EXISTING ANTENNA SCHEDULE**

SHEET NUMBER: **C-3A**
REVISION: 3
TEP#:338696.425349


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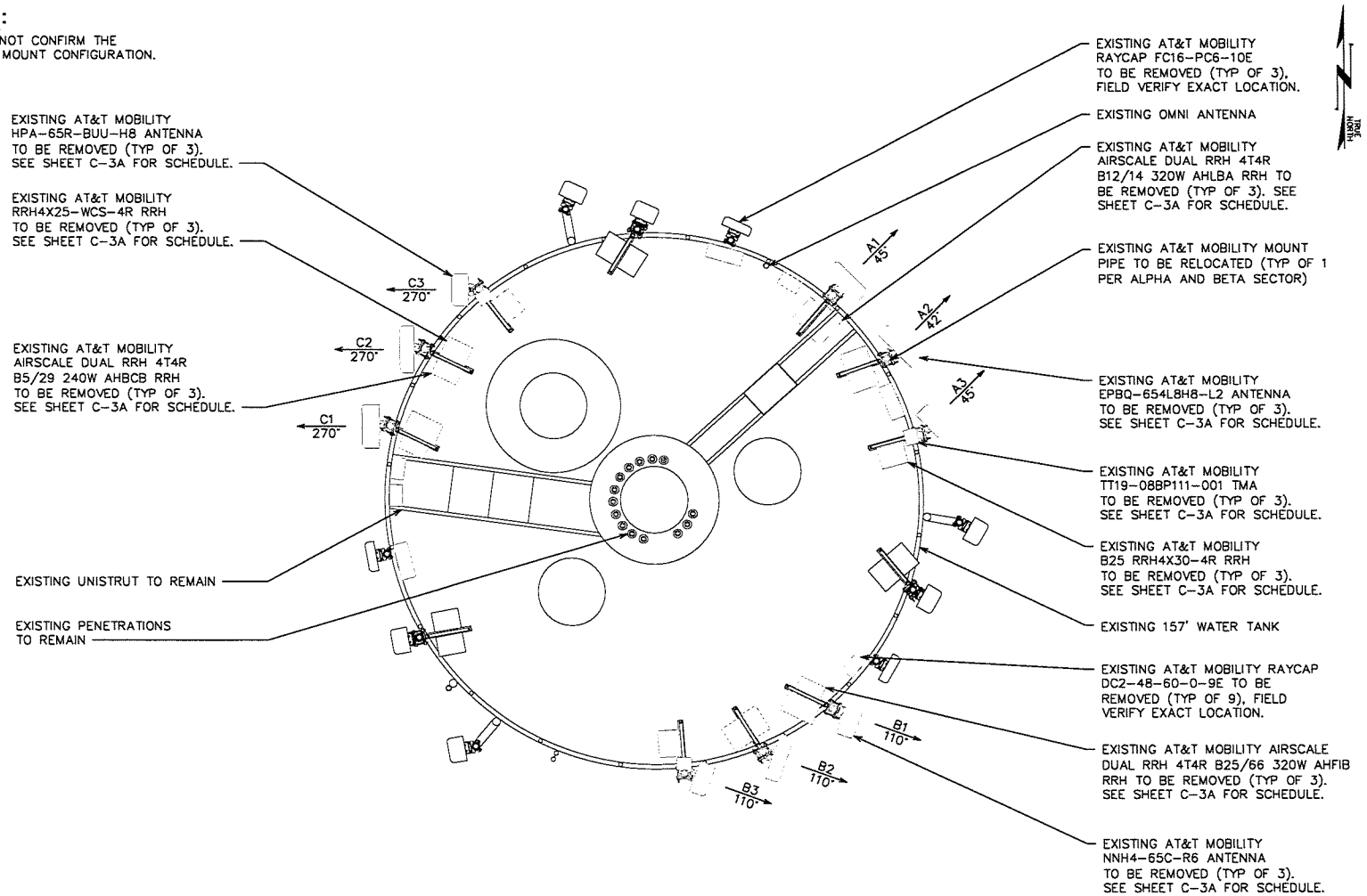
## NOTE:

TEP DID NOT CONFIRM THE EXISTING MOUNT CONFIGURATION.




## EXISTING ANTENNA ORIENTATION

SCALE: 1/4" = 1'-0"

0 4 8
SCALE IN FEET

PLANS PREPARED FOR:

AT&T
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|---|---|---|
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| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

**EXISTING ANTENNA ORIENTATION**

SHEET NUMBER: **C-3B**

REVISION: 2

TEP#:338896.425349

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## GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. CONTRACTOR IS TO VERIFY PROPOSED LOADING WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION. IN THE EVENT THAT AN EXISTING MOUNT IS TO BE UTILIZE HE CONTRACTOR SHOULD ALSO VERIFY LOADING AGAINST THE PASSING MOUNT ANALYSIS. IF DISCREPANCIES ARISE, CONTRACTOR IS TO IMMEDIATELY NOTIFY AT&T MOBILITY AND TEP FOR CORRECTIVE ACTION.
7. LOADING INFORMATION PROVIDED BY AT&T RFDS-23834.
8. CABLE LENGTH TAKEN FROM AT&T RFDS. CONTRACTOR TO VERIFY LENGTH PRIOR TO ORDERING MATERIALS.

### PROPOSED ANTENNA/CABLE SCHEDULE

| ANT. MARK | SECTOR | TECH. | MANUFACTURER/ MODEL # | DIMS (HxWxD) | AZIMUTH (TN) | RAD CENTER | ELEC. D-TILT | TMA MODEL | COAX/CABLE | SURGE PROTECTION | RRU MODEL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | ALPHA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 45° | 161' | 0° | - | (4) 8 AWG DC POWER TRUNKS<br>(2) 18 PAIR FIBER TRUNKS<br>(1) 6 AWG DC POWER TRUNK | (2) DC9-48-60-24-PC16-EV | (1) 4471 B30<br>(1) 4490 B5/B12A |
| A1 | ALPHA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 45° | 167' | 0° | - | | | - |
| A2 | ALPHA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 45° | 163' | 0° | - | | | (1) 4494 B14/B29<br>(1) 4890 B25/B66 |
| B1 | BETA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 125° | 161' | 0° | - | | | (1) 4471 B30<br>(1) 4490 B5/B12A |
| B1 | BETA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 125° | 167' | 0° | - | | | - |
| B2 | BETA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 125° | 163' | 0° | - | | | (1) 4494 B14/B29<br>(1) 4890 B25/B66 |
| C1 | GAMMA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 280° | 161' | 0° | - | | | (1) 4471 B30<br>(1) 4490 B5/B12A |
| C1 | GAMMA | 5G C BAND | ERICSSON AIR6472 B77G B77M | H 36.4" W 16.1" D 7.5" | 280° | 167' | 0° | - | | | - |
| C2 | GAMMA | LTE | CELLMAX 120716 | H 77.0" W 24.0" D 8.0" | 280° | 163' | 0° | - | | | (1) 4494 B14/B29<br>(1) 4890 B25/B66 |

PROPOSED AT&T EQUIPMENT & TECHNOLOGY

## PROPOSED ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.


PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518


PROJECT INFORMATION:
**AT&T SITE #: MNL03117**
**AT&T FA CODE: 10081795**
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)


PLANS PREPARED BY:
TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net


SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 04-14-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-26 | 100% CONSTRUCTION |
| 3 | 03-06-26 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:
**PROPOSED ANTENNA/CABLE SCHEDULE**

SHEET NUMBER: **C-4A**
REVISION: 4
TEP#:338696.425349


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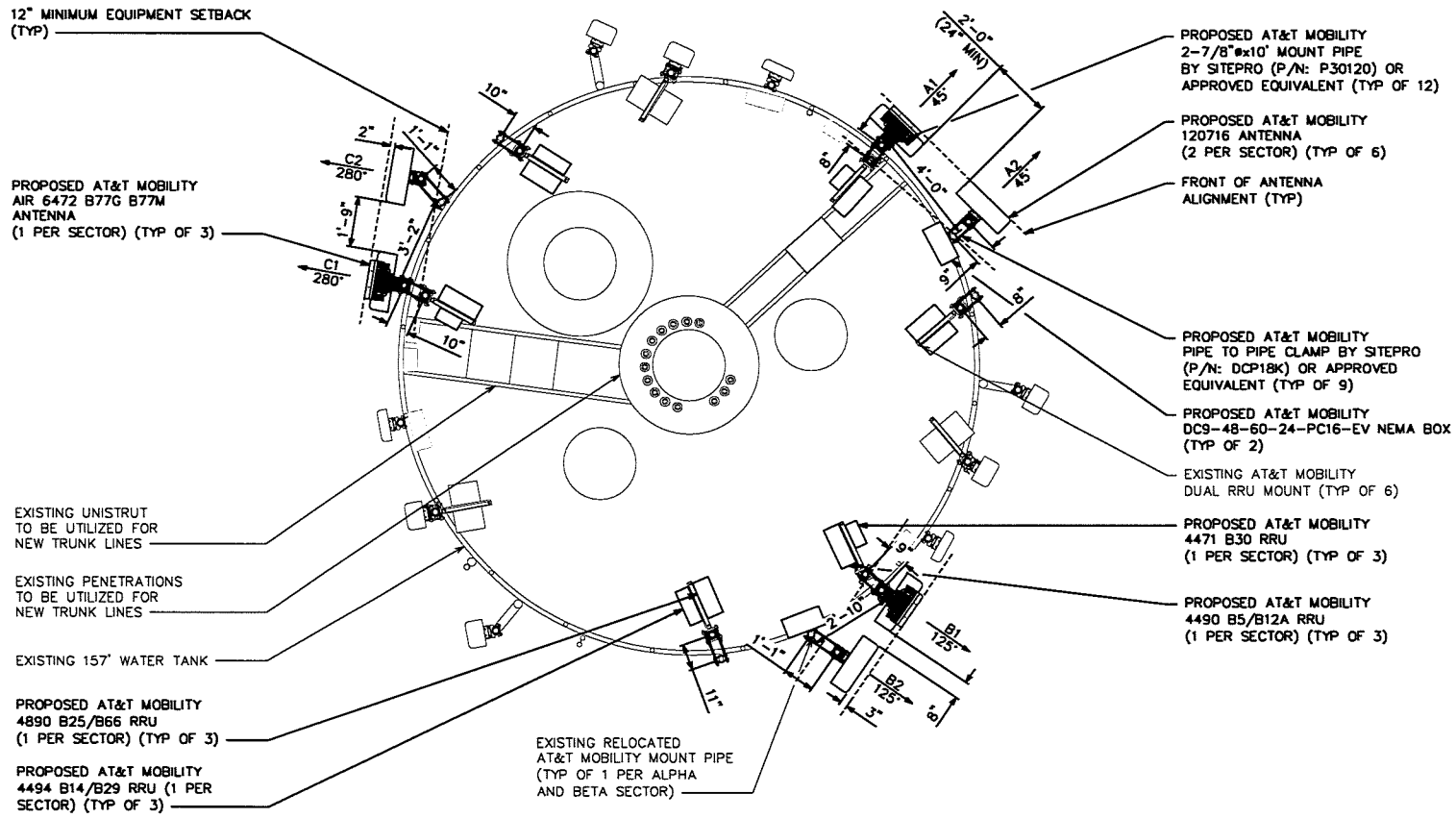
## NOTES:

1. PER STRUCTURAL AND MOUNT ANALYSIS COMPLETED BY TEP, DATED MARCH 3, 2026. THE EXISTING MOUNT CAN ADEQUATELY SUPPORT THE PROPOSED LOADING.
2. THE FOLLOWING MOUNT DRAWING IS FOR REFERENCE ONLY. TEP DID NOT VERIFY EXISTING SITE CONDITIONS.
3. ANTENNAS ARE PAINTED TO MATCH EXISTING TOWER.




## PROPOSED ANTENNA PLAN

SCALE: 1/4" = 1'-0"

0 4 8
SCALE IN FEET

PLANS PREPARED FOR:

AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03117

AT&T FA CODE: 10081795

6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP

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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL: MN COA#: 1048

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Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 04-14-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-26 | 100% CONSTRUCTION |
| 3 | 03-08-26 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

PROPOSED ANTENNA ORIENTATION

SHEET NUMBER: C-4B

REVISION: 4

TEP#:338896.425349

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## NOTES:

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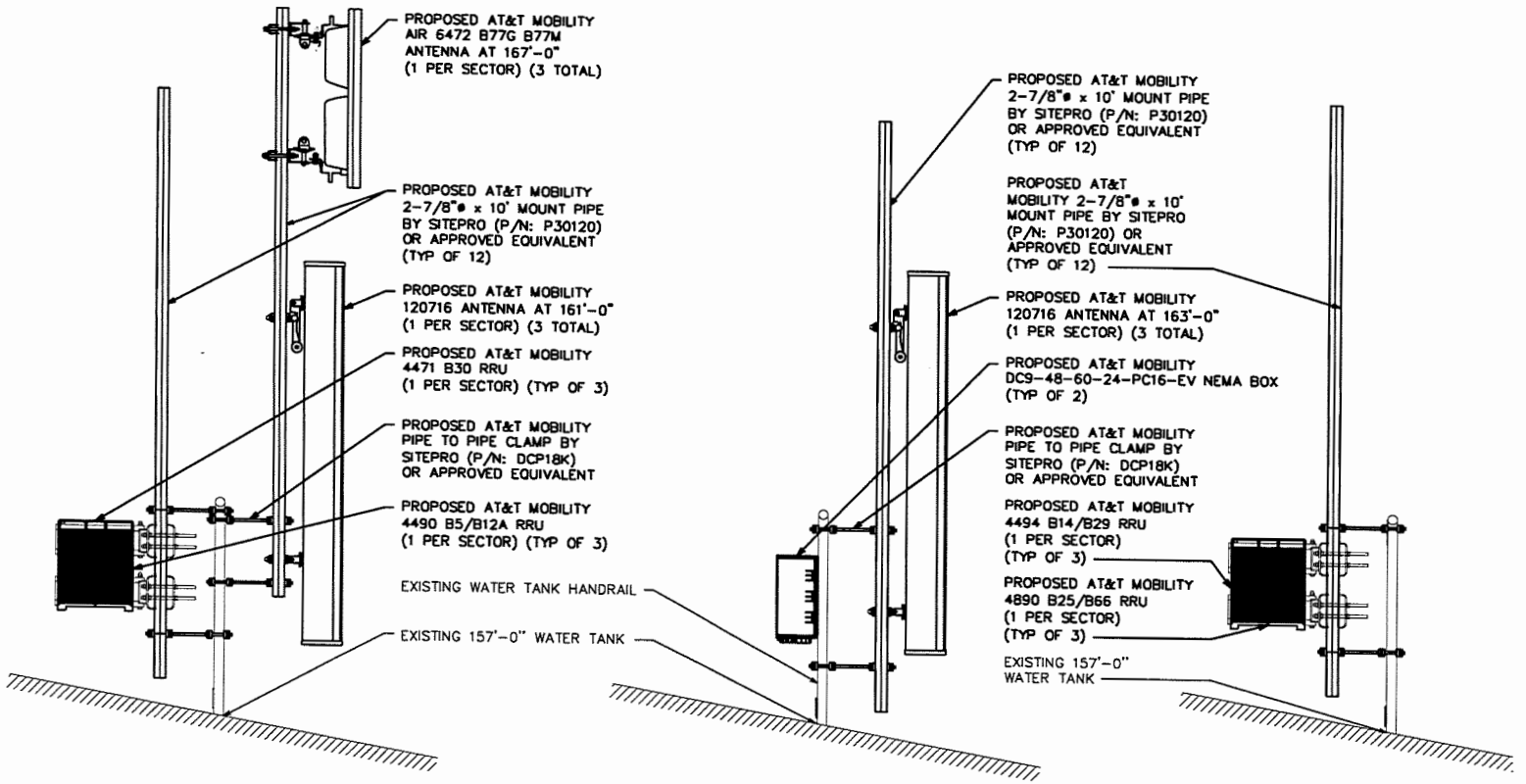
2. ANTENNAS ARE PAINTED TO MATCH EXISTING TOWER.




## ANTENNA MOUNT DETAIL

SCALE: 1/2" = 1'-0"

0 2 4

SCALE IN FEET

PLANS PREPARED FOR:

AT&T

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BLOOMINGTON, MN 55431

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MasTec Communications Group
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PROJECT INFORMATION:

**AT&T SITE #: MNL03117**

**AT&T FA CODE: 10081795**

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Signature:

Date 04-14-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-26 | 100% CONSTRUCTION |
| 3 | 03-08-26 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

**HANDRAIL ANTENNA MOUNTING DETAILS**

SHEET NUMBER: **S-1**

REVISION: 4

TEP #:338896.425349


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**SCOPE:**

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

**CODES:**

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
   A. THE NATIONAL ELECTRICAL SAFETY CODE
   B. THE NATIONAL ELECTRIC CODE – NFPA–70
   C. REGULATIONS OF THE SERVING UTILITY COMPANY
   D. LOCAL AND STATE AMENDMENTS
   E. THE INTERNATIONAL ELECTRIC CODE – IEC (WHERE APPLICABLE)
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

**TESTING:**

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

**GUARANTEE:**

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

**UTILITY CO-ORDINATION:**

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

**EXAMINATION OF SITE:**

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

**CUTTING, PATCHING AND EXCAVATION:**

1. COORDINATION OF SLEEVES, CHASES, ETC., BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

**RACEWAYS / CONDUITS GENERAL:**

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80PVC AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

**EXTERIOR CONDUIT:**

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. THE CONDUIT SHALL BE RIGID STEEL AT GRADE TRANSITIONS OR WHERE EXPOSED TO DAMAGE.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.
5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

**INTERIOR CONDUIT:**

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT OR PVC.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

**EQUIPMENT:**

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

**CONDUCTORS:**

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
   A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
   B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED.
   C. CONNECTION FOR #10 AWG #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
   D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP–ON SLEEVES WITH NYLON INSULATOR.
3. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

**UL COMPLIANCE:**

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E., LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.

**GROUNDING:**

1. ELECTRICAL NEUTRALS, RACEWAYS AND NON–CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.
2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 – "LIGHTNING PROTECTION" AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R56 (AS APPLICABLE).

## ABBREVIATIONS AND LEGEND

| | | |
|---|---|---|
| A | – | AMPERE |
| AFG | – | ABOVE FINISHED GRADE |
| ATS | – | AUTOMATIC TRANSFER SWITCH |
| AWG | – | AMERICAN WIRE GAUGE |
| BCW | – | BARE COPPER WIRE |
| BFG | – | BELOW FINISHED GRADE |
| BKR | – | BREAKER |
| C | – | CONDUIT |
| CKT | – | CIRCUIT |
| DISC | – | DISCONNECT |
| EGR | – | EXTERNAL GROUND RING |
| EMT | – | ELECTRIC METALLIC TUBING |
| FSC | – | FLEXIBLE STEEL CONDUIT |
| GEN | – | GENERATOR |
| GPS | – | GLOBAL POSITIONING SYSTEM |
| GRD | – | GROUND |
| IGB | – | ISOLATED GROUND BAR |
| IGR | – | INTERIOR GROUND RING (HALO) |
| KW | – | KILOWATTS |
| NEC | – | NATIONAL ELECTRIC CODE |
| PCS | – | PERSONAL COMMUNICATION SYSTEM |
| PH | – | PHASE |
| PNL | – | PANEL |
| PNLBD | – | PANELBOARD |
| PVC | – | RIGID NON–METALLIC CONDUIT |
| RGS | – | RIGID GALVANIZED STEEL CONDUIT |
| SW | – | SWITCH |
| TGB | – | TOWER GROUND BAR |
| UL | – | UNDERWRITERS LABORATORIES |
| V | – | VOLTAGE |
| W | – | WATTS |
| XFMR | – | TRANSFORMER |
| XMTR | – | TRANSMITTER |

| | |
|---|---|
| ——E—— | UNDERGROUND ELECTRICAL CONDUIT |
| ——T—— | UNDERGROUND TELEPHONE CONDUIT |
| | KILOWATT–HOUR METER |
| —— —— | UNDERGROUND BONDING AND GROUNDING CONDUCTOR. |
| ⌀ | GROUND ROD |
| ● | CADWELD |
| ⊠ | GROUND ROD WITH INSPECTION WELL |

PLANS PREPARED FOR:

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Signature:
Date 03-04-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

**ELECTRICAL NOTES**

SHEET NUMBER: **E-1**

REVISION: 2

TEP #:338896.425349

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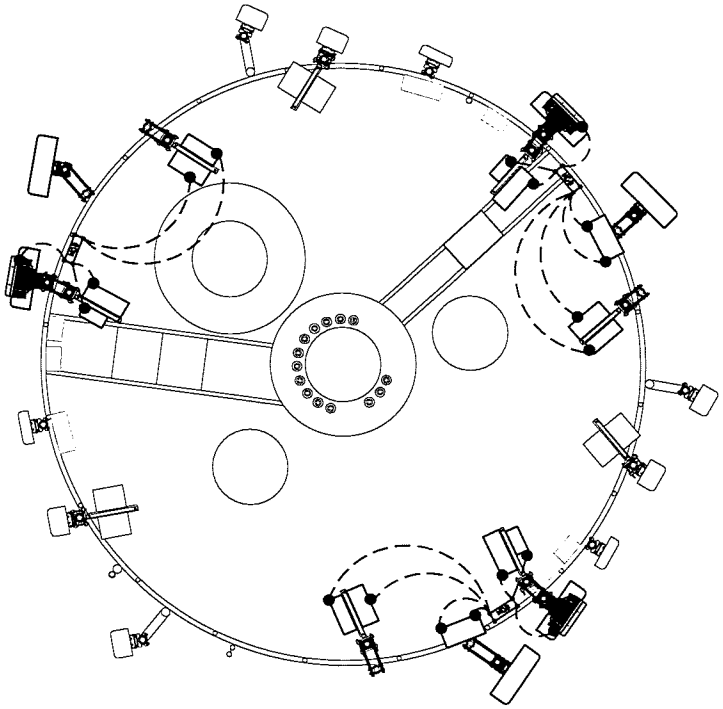

| LEGEND | |
|---|---|
| ■ | EXOTHERMIC CONNECTION |
| ● | MECHANICAL CONNECTION |
| ▭ | ANTENNA GROUND BAR |
| MGB | MASTER GROUND BAR |

## PROPOSED ANTENNA GROUNDING PLAN

SCALE: 1/4" = 1'-0"

0 4 8

SCALE IN FEET

PLANS PREPARED FOR:

AT&T

7900 XERXES SOUTH 3RD FLOOR
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PLANS PREPARED FOR:

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Signature:

Date 04-14-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 4 | 04-14-26 | 100% CONSTRUCTION |
| 3 | 03-08-26 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:

**PROPOSED GROUNDING PLAN**

SHEET NUMBER: **E-2**

REVISION: 4

TEP #: 338696.425349


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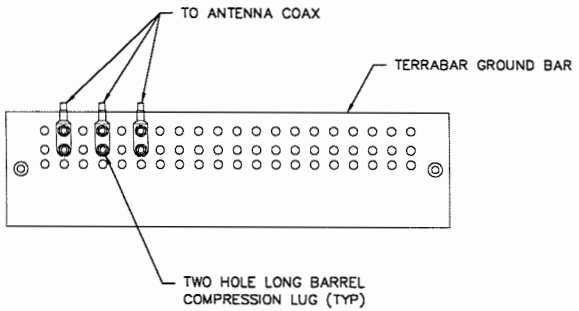
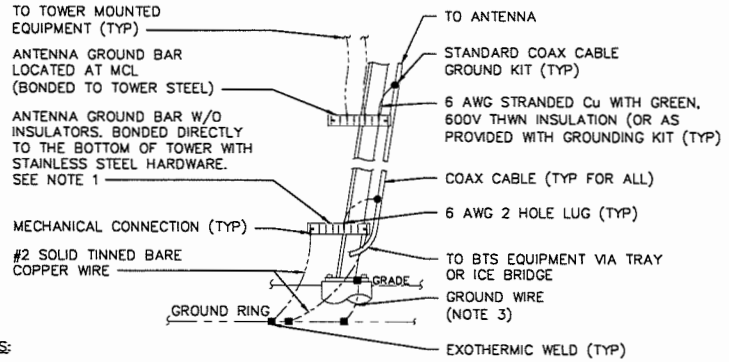
NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.




## ANTENNA GROUND BAR DETAIL

SCALE: N.T.S.




NOTES:

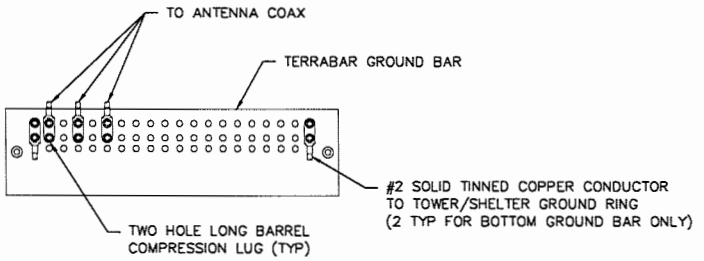
1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222 AND NFPA 780. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE #2 STRANDED IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 8 FEET TO 10 FEET.

## TYPICAL ANTENNA CABLE GROUNDING

SCALE: N.T.S.

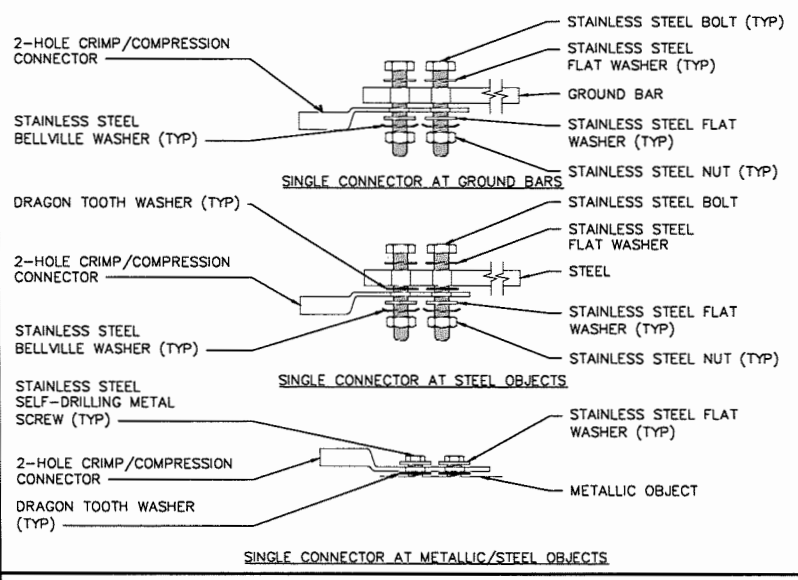
NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. INSTALL GROUND BARS AT 75 FT. INTERVAL MAXIMUM.
4. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.




## TOWER GROUND BAR DETAIL

SCALE: N.T.S.




## HARDWARE DETAIL FOR EXTERIOR CONNECTIONS

SCALE: N.T.S.

PLANS PREPARED FOR:

AT&T

7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

MasTec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

**AT&T SITE #: MNL03117**

**AT&T FA CODE: 10081795**

6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:


TEP

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net


SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 03-04-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB | CHECKED BY: CCJ

SHEET TITLE:

**GROUNDING DETAILS**

SHEET NUMBER: **G-1**

REVISION: 2

TEP #338696.425349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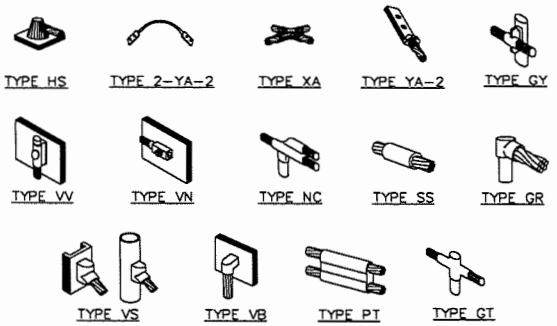
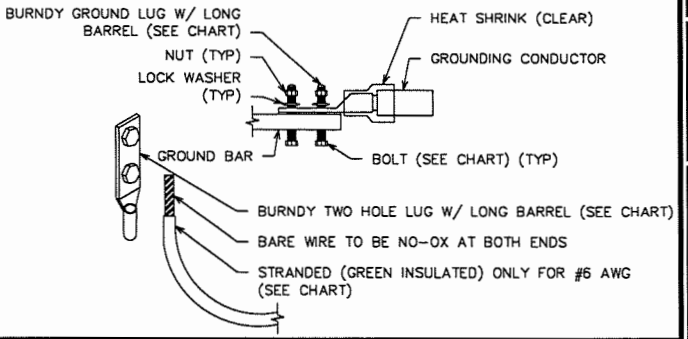
NOTES:
1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.




## CADWELD GROUNDING CONNECTIONS
SCALE: N.T.S.

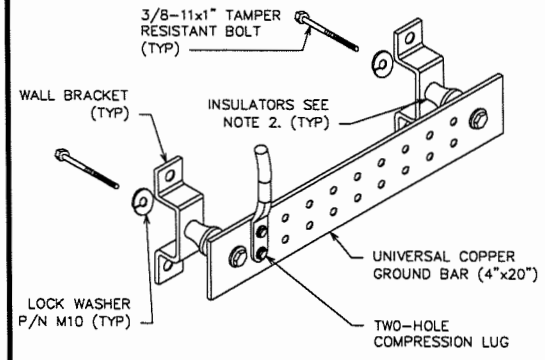
NOTE:
ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER,GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

| WIRE SIZE | BURNDY LUG | BOLT SIZE |
|---|---|---|
| #6 AWG GREEN INSULATED | YA6C-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG SOLID TINNED | YA3C-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG STRANDED | YA2C-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2/0 AWG STRANDED | YA26-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #4/0 AWG STRANDED | YA28-2N | 1/2" - 16 NC S 2 BOLT |

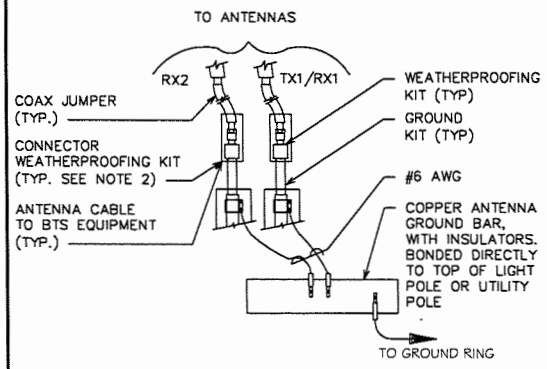



## MECHANICAL LUG CONNECTION
SCALE: N.T.S.

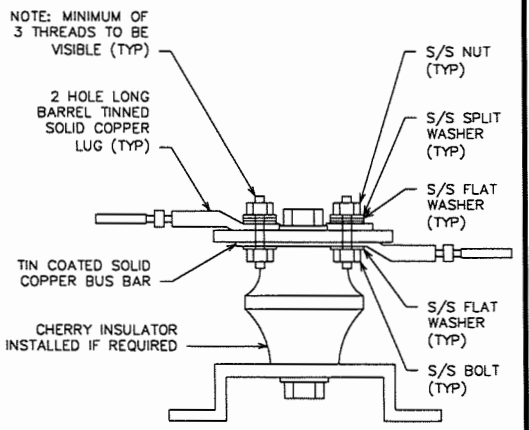
NOTES:
1. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.




## GROUND BAR DETAIL
SCALE: N.T.S.




## GROUND CABLE CONNECTION
SCALE: N.T.S.




## LUG DETAIL
SCALE: N.T.S.

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AT&T
7900 XERXES SOUTH 3RD FLOOR
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:
MasTec Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
**AT&T SITE #: MNL03117**
**AT&T FA CODE: 10081795**
6950 MEADOW GRASS AVE S
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net


SEAL: MN COA#: 1048

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 03-04-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:
**GROUNDING DETAILS**

SHEET NUMBER: **G-2**
REVISION: 2
TEP#:338896.425549


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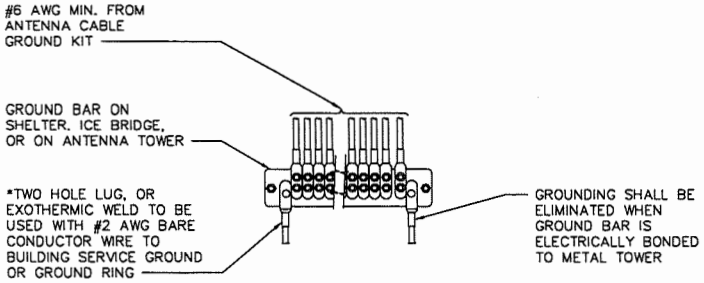
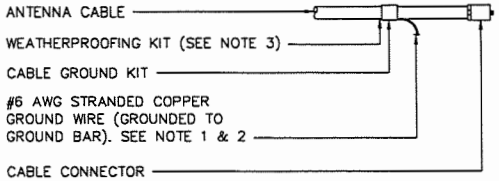



## GROUNDWIRE INSTALLATION

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.




## CABLE GROUND KIT CONNECTION

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

**GROUNDWIRE INSTALLATION**
SCALE: N.T.S.

**CABLE GROUND KIT CONNECTION**
SCALE: N.T.S.

PLANS PREPARED FOR:
AT&T
7900 XERXES SOUTH 3RD FLOOR
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Print Name: ANDREW RAGNAR BERGLUND
Signature:
Date 03-04-26 License # 59085

TEP OPCO, LLC

| REV | DATE | ISSUED FOR: |
|---|---|---|
| 2 | 03-04-26 | 100% CONSTRUCTION |
| 1 | 10-18-24 | 100% CONSTRUCTION |

DRAWN BY: PRB CHECKED BY: CCJ

SHEET TITLE:
**GROUNDING DETAILS**

SHEET NUMBER: **G-3**
REVISION: 2
TEP #: 338896.425349

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SITE DATA INPUT WORKSHEET - INDOOR SITE POWER ESTIMATE TOOL

| | |
|---|---|
| Region: | MW |
| Market: | ND/SD/NE/MNRA |
| FA: | 10081795 |
| USID: | 14050 |
| Location Name: | WOODLANE |
| Date Calc Completed: | 5/9/2024 |
| Completed By: | Bob G. |
| PACE JOB ID: | MRUMW069413 |
| Job Description: | LTE IC RRH Swap |
| Field Notes: | |

| | | | | |
|---|---|---|---|---|
| -48V PRIMARY VOLTAGE DC PLANT SPECIFIED | | | | |
| +24VDC EQUIPMENT LOAD: | 0 WATT | = | 0 AMPS | at +24 |
| -48VDC EQUIPMENT LOAD: | 1404 WATT | = | 28 AMPS | at -48V |
| -58VDC EQUIPMENT LOAD: | 14082 WATT | = | 243 AMPS | at -58 |
| NO SECONDARY 24V LOADS - DC CONVERTER SYSTEM NOT REQUIRED | | | | |
| TOTAL PRIMARY 48V LOAD: | 15183 WATT | = | 282 AMPS | at -48V |

| | | |
|---|---|---|
| DC PLANT: Vertiv STD -48VDC NetSure 7100 Plant 1000A | | |
| -48V RECTIFIERS REQUIRED (N+1): | 10 | |
| -48V RECTIFIER SLOTS: | 24 | |
| CONV. TYPE: Vertiv STD 48V to 58VDC INDOOR CONV SYSTEM - 20 Breakers (NEQ.ST200) | | |
| 58V CONVERTERS REQUIRED: | 9 | |
| 58V CONVERTERS SLOTS: | 11 | |
| ESTIMATED BATTERY RESERVE TIME | | |
| 5 100 AH 48V STRINGS = | 4.5 | HOURS (4 HOUR MINIMUM BATTERY RESERVE) |

| | |
|---|---|
| ESTIMATED SITE MAX. AC LOAD (AMPS): | 137.08 AMPS |
| ESTIMATE 200A SERVICE SUFFICIENT | |
| ESTIMATED AC GEN CAPACITY REQUIRED: | 25 KW |
| | |
| | |
| RECOMMENDED ENVIRO SYSTEM: | 6-TONS |
| SPECIFIED ENVIROMENTAL SYSTEM: | 8-TONS |
| ESTIMATE SUFFICIENT HVAC CAPACITY | |

## PROPOSED AC POWER LOADING DETAIL

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-1**

REVISION: -

TEP #:338896.425349

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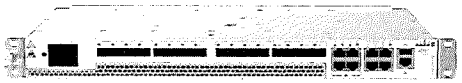

# Router 6672

The Router 6672 is a high capacity aggregation router, designed to enable high quality network service delivery while at the same time lowering operating costs through features such as a completely filter-less mechanical design. It provides a high density of 10G interfaces with right cost points in a compact and hardened 1RU form factor enabling lower rental costs and lower OPEX. It supports VPN services over IP/MPLS networks, service provider SDN, service exposure using NETCONF/YANG, extensive quality of service and precise synchronization features.
The Router 6672 has strong security features such as IPSec, MACSec and vendor software authentication ensuring subscriber data security even in insecure environments.
With 100Gbps of switching capacity, the Router 6672 delivers wire-speed performance to fully support LTE, LTE Advanced, 5G, access sites for years to come.

The Router 6672 is part of the Ericsson Router 6000 Series, a radio integrated, service provider SDN enabled and subscriber aware IP transport family of products. The Router 6000 offers a range of high-performance routers with resiliency features and form factors optimized for the various needs of metro and backhaul networks.

The Ericsson Router 6000 Series is an essential component of the Ericsson Radio system and is tightly integrated with Ericsson Radio and Microwave to provide high capacity mobile backhaul with unprecedented quality of experience.
Service provider SDN capabilities in the Router 6000 Series bring a new dimension of application aware traffic engineering to access and aggregation networks.
All routers in the Ericsson Router 6000 Series run the IP Operating System (IPOS), enabling accelerated feature delivery and operational efficiencies.
Ericsson Network Manager (ENM) manages the complete end-to-end network for both Mobile and Fixed deployments: Radio, Metro and Backhaul, Mobile Core, and Data Center. This enables seamless plug and play capabilities for radio and router installation and network operation.

## High 10G port density and performance

Provides high 10GE density and 100GE switching capacity in a 1RU compact and hardened form factor enabling lower rental costs and lower OPEX.

## Precise and proven synchronization

LTE-A enhancements such as COMP and e-ICIC that enable efficient use of spectrum have strict synchronization requirements. The Ericsson synchronization solution comes pre-verified to work with Radio.

## SDN capabilities and programmability

Provides application aware traffic engineering with open and standardized interfaces, enabling network slicing and ability to tailor services for utmost agility.

## Designed for low CAPEX and OPEX

Router 6000 series uses merchant silicon and a cost optimized design to lower CAPEX. Filter less design removes costly truck rolls every 3 months to inspect the filters, resulting in $1000 yearly OPEX savings/site.

## Strong Security

Strong and complete security solution for Macro cell, Small Cell and Aggregation in trusted and untrusted environments enables ubiquitous deployments.

## Radio integrated Transport

Provides Radio aware transport for mobile backhaul enabling improved Quality of Experience for end users. Tight hardware and mechanical integration as part of Ericsson Radio System allows significantly easier cell site deployment and lower overall TCO.

## Technical specification for Router 6672

### Connectivity

| | |
|---|---|
| Interfaces: | 8x GE / 10GE SFP+ ports<br>8x GE SFP ports<br>4x 100 / 1000 Base-T RJ45 ports<br>1x 100 / 1000 Base-T Ethernet for Out-of-Band Management<br>1x RJ45 console port<br>1x RJ45 Alarm port for 3 input and 1 output alarm contacts<br>1x USB 2.0 port |
| Synchronization interfaces: | 1x RJ45 port 1PPS+TOD (ITU-T G.703 Amd1)<br>1x RJ48C port for 2.048 MHz, E1/T1 (BITS) input/output |

### Mechanical

| | |
|---|---|
| System weight: | 6kg / 13.2lbs |
| Dimension (H x W x D): | 1RU 43.8mm x 442.4mm x 250mm |
| Air flow: | Filter-less design, Front to Back with field swappable fan tray |

### Electrical

| | |
|---|---|
| Power supply DC: | -48 V, dual feed |
| Power supply AC: | 100-240 V, single feed |
| Power consumption: | Typical 110 Watts, Max 165 Watts |

### Environmental

| | |
|---|---|
| Operating Temperature: | -40°C to 65°C |
| Relative Humidity: | 5 - 95% Non-condensing |
| GR-3108-CORE Class 1: | Controlled Protected Environments |
| GR-3108-CORE Class 2: | Protected Equipment in Outside Environments |
| EN 300 019-1-3 Class 3.3: | Not temperature-controlled locations |

### Key features

| | |
|---|---|
| IP Routing MPLS: | IPv4, IPv6, BGP-4, MP-BGP, BGP FRR, BGP-LS, IS-IS, OSPF v2/v3, VRRPv2/v3, LFA/RLFA, RSVP-TE including FRR, LDP, T-LDP, mLDP, Segment Routing, PCEP, Seamless MPLS, CSPF, P&F, DHCP relay/Server, NSR support for OSPFv2,v3,ISIS,BGP, LDP, mLDP *, EVPN |
| Ethernet: | 802.1Q virtual LAN (VLAN), IEEE 802.3ad Link Aggregation Control Protocol, BVI – Bridged Virtual Interface, QinQ, G.8032 Ethernet Ring Protection Switching, Broadcast storm protection, LLDP, Jumbo Frames up to 9600 bytes |
| Layer-2/Layer-3 Virtual Private Networking: | L3 MPLS VPNs, 6VPE, inter-autonomous-system MPLS VPN (options A, B, C), VPWS for E-Line Services, VPLS/H-VPLS for E-LAN Services, Pseudowire redundancy, MEF CE1.0/2.0 Compliant |
| Multicast Protocols: | IPv4/IPv6 multicast, PIM-SM/SSM, IGMP v1/v2/v3, MLDv2, MVPN |
| Timing and Synchronization: | IEEE 1588-2008 Precision Time Protocol, ITU-T Profiles for Frequency (G.8265.1 SOOC) and Time/Phase (G.8275.1 T-BC/GM & G.8275.2 T-BC/GM), NTP, SyncE with ESMC, Stratum 3E clock, L1 Assist for PTP |
| Operation and Maintenance: | IEEE 802.1ag Connectivity Fault Management, ITU-T Y.1731 (DM, SLM and Throughput), Microwave Bandwidth Notification, MACSWAP, MPLS Ping /Traceroute, BFD IPv4 & IPv6 Single Hop, BFD IPv4 & IPv6 Multi Hop, Micro-BFD over LAG, TWAMP Reflector, TWAMP Initiator, Port Mirroring |
| Security: | Secure boot, Vendor credential, Secured storage, Access control lists, RADIUS, TACACS+, LDAP, SSH v1/v2, MD5 support for routing protocols, Reverse-path forwarding, IPSec up to 4Gbps, IKEv2, CMPv2, CRL, MACSec 4x10G ports* |
| Quality of Service: | Strict-queuing, weighted fair queuing, priority-weighted fair queuing, Multi-tier Hierarchical QoS, 8Gb of packet buffers, RED/Weighted RED, Ingress policing, Egress shaping, 802.1p, MPLS EXP bits, Differentiated Services |
| Network Management: | Management by Ericsson Network Manager (ENM), Management by Ericsson OSS-RC, Management by Ericsson ServiceOn Element Manager (SoEM), CLI, SNMP v2c/v3, NETCONF, YANG models, Syslog, RMON, PM Job, Zero touch provisioning with auto-integration, Telemetry Streaming * |

### Standards and specifications

| | |
|---|---|
| Safety: | LVD Directive 2014/35/EU, IEC/EN 60950-1; CFR 29 Part 1910, UL/CSA 60950-1 |
| EMC: | EMC Directive 2014/30/EU, EN 300386, EN 301489-1, CISPR 32, EN 55032, CISPR 24, EN 55024, EN 50121-1, EN 50121-4, EN 61000-6-1, EN 61000-6-2, EN 61000-6-3, EN 61000-6-4, EN 300132-2, EN 300132-3, ES 201468, DTAG 1 TR 9; CFR 47 Part 15, ICES-003; VCCI V-3 |
| ENV: | RoHS Directive 2011/65/EU, WEEE Directive 2012/19/EU, EN 300 019-2-1, EN 300 019-2-2, EN 300 019-2-3, EN 300 753, ECE-C1.1 |
| NEBS: | GR-1089-CORE, GR-63-CORE, SR-3580 (NEBS Level 3), GR-3108-CORE, ATT-TP-76200, VZ.TPR.9203, VZ.TPR.9205, VZ.TPR.9305 |

*Future release

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1/287 01-FGC 101 3442 Uen Rev F
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**PROPOSED 6672 BBU DETAIL**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-2**

REVISION: -

TEP #338896.425349

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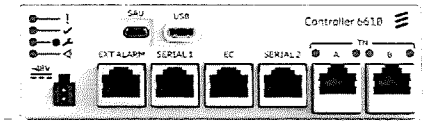


# Controller 6610

The Ericsson Smart Connected Site solution aims to intelligently integrate management of site elements. It offers real-time insights on any location, ensuring a site that is visible, intelligent and secure. The Ericsson Smart Connected Site Controller 6610 is the gateway for each site to manage and to interface passive and active site elements.

The Controller 6610 is highly flexible with several interfaces that is needed for connecting assets on most sites and is scalable and can be expanded with an additional external alarm unit as well as port expansion units for connecting additional elements, wired or wireless. The Controller 6610 is small size indoor device that can be mounted in a DIN rail, not using valuable 19-inch space in a rack or cabinet.

The security and intrusion protection are fully aligned with 5G RAN baseband products. The platform SW is built on embedded Wind River Linux.

Controller 6610 collects site alarms, connects external sensors, manages site power system, enables remote control and intelligent decision making to reduce energy consumption. The Controller 6610 is the important tool for service providers or tower companies, taking control of site management to protect revenues and to reduce operational costs and minimize truck rolls.

All Ericsson ERS Enclosures and RBS 6000 cabinets can be fitted with Controller 6610, either pre-mounted for new deliveries or installed at site. The Controller 6610 support zero touch integration for fast deployment.

The Controller 6610 is fully integrated in ENM management platform. The Controller 6610 provide 1Gbit/100/10Mbit ethernet port for northbound communication via baseband or mobile transport at the site.

| | |
|---|---|
| **MECHANICAL** | |
| [illegible] | [illegible] |
| [illegible] | DIN [illegible] or [illegible] |
| [illegible] | [illegible] |
| **ELECTRICAL** | |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| **ENVIRONMENTAL** | |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| **NETWORK INTERFACES** | |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| **LOCAL INTERFACES** | |
| [illegible] | [illegible] |
| | [illegible] |
| [illegible] | [illegible] |
| **EXTERNAL ALARM MANAGEMENT** | |
| [illegible] | [illegible] |
| | [illegible] |
| **MANAGEMENT SYSTEM** | |
| [illegible] | [illegible] |
| **STANDARDS & CERTIFICATIONS** | |
| [illegible] | |
| [illegible] | [illegible] |
| [illegible] | [illegible] |

**PROPOSED 6610 SITE CONTROLLER DETAIL**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

| SHEET NUMBER: | REVISION: |
|---|---|
| **R-3** | - |

TEP #:538896.425349

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# ESURE™ CONVERTER

C48/24-1500

VERTIV

## KEY FEATURES

**Converter, 48 to 24 VDC, 1500 W**

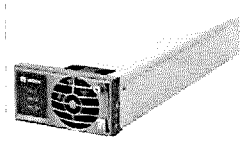
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

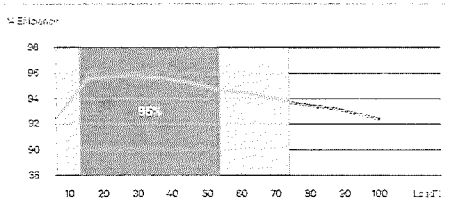
In addition to reducing power consumption and lowering operating cost, eSure™ high-efficiency converters offer superior performance and uncompromised reliability.

## Description

The eSure C48/24-1500 high-efficiency converter is designed to operate from a nominal 48 Vdc source to provide nominal 24 VDC load power, which is adjustable to application needs. This constant power converter designed with the latest patented switchmode technology, uses digital signal processing (DSP) for efficient operation.

When redundancy is critical or loads are high, multiple C48/24-1500 converters can be connected in parallel to support a variety of telecom applications. Unified remote management and control of the power system is enabled when combined with a Vertiv™ controller.






*C48/24-1500 Efficiency Curve at 58 VDC Nominal*



ESURE™ CONVERTER

VERTIV

## Technical Specifications

| | |
|---|---|
| **DC INPUT** | |
| [illegible] | 41 VDC to 58.5 VDC |
| [illegible] | [illegible] |
| **DC OUTPUT** | |
| [illegible] | 24 VDC to 28 VDC |
| [illegible] | 1500 W @ Vout +24 VDC |
| [illegible] | 63 A @ 48-24 VDC, limit set point 6.3 to 63 A (see figure 1) |
| [illegible] | [illegible] |
| [illegible] | <2 mV; <32 dBmc |
| [illegible] | See figure 2 |
| **CONTROL AND MONITORING** | |
| [illegible] | Alarm and status reported via CAN bus to system controller |
| [illegible] | Green LED: Normal Operation<br>Yellow LED: Alarm<br>Red LED: Failure<br>Flashing Red LED: Fan Failure |
| **ENVIRONMENTAL** | |
| [illegible] | -40°C to +80°C / -40°F to +175°F |
| [illegible] | [illegible] |
| [illegible] | 0 to 95% |
| [illegible] | [illegible] |
| **STANDARDS COMPLIANCE** | |
| [illegible] | [illegible] |
| [illegible] | ETSI EN 300 386 class A, FCC CFR 47 Part 15 class A, Telcordia GR-1089-CORE class A |
| [illegible] | REACH, RS, WEEE |
| **MECHANICS** | |
| [illegible] | 41 x 84.5 x 252.5 (mm) / 1.61 x 3.33 x 9.94 (inches) |
| [illegible] | [illegible] |

## Ordering Information

| MODEL NUMBER | DESCRIPTION |
|---|---|
| [illegible] | [illegible] |

## Figures

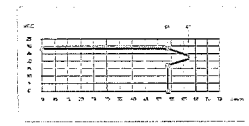


*Figure 1:*
*Output voltage vs. Output current at max. output power 1500 W*

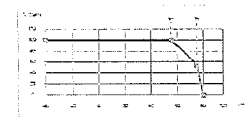


*Figure 2:*
*Output Power vs. Temperature*

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2018L02



## PROPOSED CONVERTER DETAILS

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-4**

REVISION: -

TEP #:338896.425349

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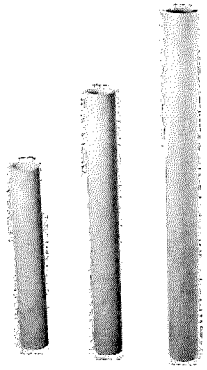
# Pxxx: Bulk Pipe

SITE PRO 1
valmont

| Part # | Length | OD x Length (in) |
|---|---|---|
| Schedule 40 | | |
| P260 | 5'-0" | 2-3/8" x 60" |
| P263 | 5'-3" | 2-3/8" x 63" |
| P272 | 6'-0" | 2-3/8" x 72" |
| P284 | 7'-0" | 2-3/8" x 84" |
| P296 | 8'-0" | 2-3/8" x 96" |
| P2108 | 9'-0" | 2-3/8" x 108" |
| P2120 | 10'-0" | 2-3/8" x 120" |
| P2126 | 10'-6" | 2-3/8" x 126" |
| P2150 | 12'-6" | 2-3/8" x 150" |
| P2174 | 14'-6" | 2-3/8" x 174" |
| P2252 | 21'-0" | 2-3/8" x 252" |
| P3072 | 6'-0" | 2-7/8" x 72" |
| P3084 | 7'-0" | 2-7/8" x 84" |
| P3096 | 8'-0" | 2-7/8" x 96" |
| P30108 | 9'-0" | 2-7/8" x 108" |
| P30120 | 10'-0" | 2-7/8" x 120" |
| P30126 | 10'-6" | 2-7/8" x 126" |
| P30150 | 12'-6" | 2-7/8" x 150" |
| P30174 | 14'-6" | 2-7/8" x 174" |
| P30252 | 21'-0" | 2-7/8" x 252" |
| P360 | 5'-0" | 3-1/2" x 60" |
| P372 | 6'-0" | 3-1/2" x 72" |
| P384 | 7'-0" | 3-1/2" x 84" |
| P396 | 8'-0" | 3-1/2" x 96" |
| P3150 | 12'-6" | 3-1/2" x 150" |
| P3160 | 13'-4" | 3-1/2" x 160" |
| P3174 | 14'-6" | 3-1/2" x 174" |
| P3216 | 18'-0" | 3-1/2" x 216" |
| P3252 | 21'-0" | 3-1/2" x 252" |
| P472 | 6'-0" | 4-1/2" x 72" |
| P4126 | 10'-6" | 4-1/2" x 126" |
| P4252 | 21'-0" | 4-1/2" x 252" |



**Features:**
- Factory cut end, hot-dip galvanized pipe

**Construction:**
- ASTM A53 Grade B
- Schedule 40 or Schedule 80

**Design Criteria:**
- ASTM A53 Grade B (Yield Fy = 35 ksi [240 MPa]/ Tensile Fu = 60 ksi [415 MPa])
- Hot dip galvanized in accordance with ASTM A123 requirements

| Part # | Length | OD x Length (in) |
|---|---|---|
| Schedule 80 | | |
| P2252-80 | 21' | 2-1/2" x 252" |
| P30126-80 | 10'-6" | 2-7/8" x 126" |
| P30252-80 | 21' | 2-7/8" x 252" |
| P3252-80 | 21' | 3-1/2" x 252" |

SitePro1.com 888-438-7761

## PROPOSED 10' MOUNT PIPE DETAIL

SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER: R-5

REVISION: -

TEP#:338896.425349

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DATA SHEET

# DC Surge Protection Solutions - Outdoor Rated

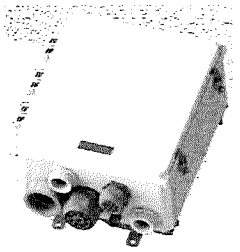
## DC9-48-60-24-PC16-EV

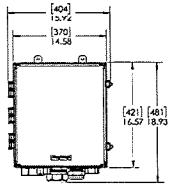
**Overvoltage Protection and Fiber Distribution/Cable Management Junction Box**

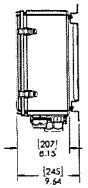
Rooftop

The DC9-48-60-24-PC16-EV is designed to be the most robust lightning and power surge protector available for rooftop equipment in distributed node B or e-node B applications. The flexible design provides electrical protection and fiber distribution cable management at rooftop or towertop sectors. The solution employs the patented Strikesorb® 30-V1-2CEV surge protective device (SPD), capable of providing 12.5kA (10/350µs) of surge capacity for up to 9 -48V DC circuits.

powered by Strikesorb®







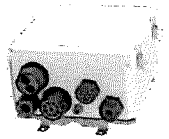

### Features

- Provides protection for nine individual -48V DC Remote Radio Heads
- Fiber connections for up to 24 pair of fiber
- Simplifies inter-connectivity and cable management for DC conductors
- Impulse discharge current of 12.5kA 10/350 µs
- UL 1449 4th Edition Type 2 surge protective device
- IEC 61643-11 Class I protection for DC applications
- NEMA 4x rated enclosure
- Unit ships with conduit fittings for input of DC power and fiber. Gland kits available for applications needing glands.
- Galvanized steel bracket with mounting options to include Pole Mount, Wood Pole, Wall Mount or Banding.
- Patent pending

### Benefits

- Strikesorb modules are fully recognized components to UL 1449 4th Edition, meeting all intermediate and high current fault requirements to facilitate use in original equipment manufacturers (OEM) applications. Strikesorb modules are also VDE certified according to IEC 61643-11 standard
- Strikesorb offers unique maintenance-free protection against direct lightning currents
- NEMA 4x enclosure allows for indoor or outdoor installation

*Gland kits available for order*



Raycap

www.raycap.com

Strikesorb is a registered trademark of Raycap
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G02-01-811 191030

SPECIFICATIONS

# DC Surge Protection Solutions - Outdoor Rated

## DC9-48-60-24-PC16-EV

**Overvoltage Protection and Fiber Distribution/Cable Management Junction Box**

powered by Strikesorb®

| Electrical | | |
|---|---|---|
| Model Number | | DC9-48-60-24-PC16-EV |
| CEQ / ANT Number | | CEQ. 44867 |
| Number of Circuits Protected | | 9 |
| Surge Protective Device (SPD) Type per UL 1449 4th Edition | | Type 2 |
| Surge Protective Device Class per IEC 61643-11 | | Class I |
| Nominal Operating DC Voltage [$U_n$] | | -48 VDC |
| Maximum Continuous Operating DC Voltage [$V_{ACmax}$] | | 60 VDC |
| Impulse Discharge Current [$I_{imp}$] per IEC 61643-11 | | 12.5kA 10/350 µs |
| Voltage Protection Level [$U_p$] at 12.5kA per IEC 61643-11 | | 160 V |
| Voltage Protection Level [$U_p$] at 5kA per IEC 61643-11 | | 145 V |
| Voltage Protection Rating (VPR) per UL 1449 4th Edition | | 330 V |
| Suppression Technology | | MOV |
| Strikesorb Module Type 2CA (UL 1449 4th edition) | | 30-V1-2CEV |
| Protection Modes: | Normal Mode | -48V to Return |
| | Common Mode | Return to Ground |

| Environmental | | |
|---|---|---|
| Connection Terminal (Suppression) Method | | Compression lug 2 hole, #10, 5/8 pitch, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Ground) Method | | Compression lug 2 hole, #10, 5/8 pitch, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Drain) Method | | Compression lug 1 hole, #10, 12-4 AWG [3.31-21 mm²] |
| Connection Terminal (Fiber) Method | | LC-LC Single Mode |
| Operating Temperature (°C) | | -35° C to +65° C |
| Storage Temperature (°C) | | -40° C to +80° C |
| Cold Temperature Cycling IEC 61300-2-22 | | -30° C to +60° C 200 hrs @5 PSI |
| Resistance to Aggressive Materials CEI IEC 61073-2 | | Including Acids and Bases |
| UV Protection ISO 4892-2 Method A | | Xenon-Arc 2160 hrs UL F-1 |
| Enclosure Type | | Outdoor - NEMA 4x Rated |
| Enclosure Dimensions (L x W x H) | | 16.34" x 16.57" x 9.19" [415 x 421 x 209 mm] |
| Weight | | 34.9 lbs [15.83 kg] |
| Combined Wind Loading | Sustained | 150 mph Sustained: 110.5 lbs [601 N] |
| | Gust | 195 mph Gust: 186.8 lbs [1016 N] |

| Ordering Information | |
|---|---|
| DC9-48-60-24-PC16-EV / 8AWG Gland Kit | CEQ. 44870 |
| DC9-48-60-24-PC16-EV / 6AWG Gland Kit | CEQ. 44864 |
| DC9-48-60-24-PC16-EV / 4AWG Gland Kit | CEQ. 44885 |

Strikesorb modules are compliant to the following Surge Protection Device Standards:

Standards: UL 1449 4th Edition: 2011, IEC 61643-11: 2011, EN 61643-11: 2012, IEEE C62.11: 2005, IEEE C62.41: 2002, IEEE C62.45: 2002, NEMA-LS-1

Certifications: UL, VDE, CE

*Each gland kit contains three glands and three inserts. Insert hole sizes are based on which kit is ordered, 4AWG, 6AWG or 8AWG.*

AWG=American Wire Gauge

Raycap

www.raycap.com

G02-01-811 191030

**PROPOSED DC9-48-60-24-PC16-EV NEMA BOX DETAIL**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-6**

REVISION: -

TEP #:38696.425349

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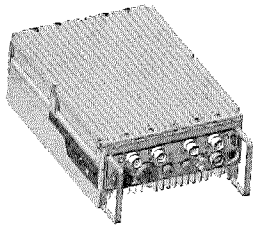
## Radio 4471 B30



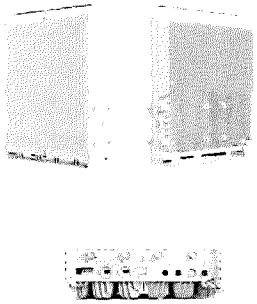
- 4T4R single-band FDD
- Output power: 4x25W
- RAT support: L, NR
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
  eCPRI 2x10.3/25.8 Gbps
- Size (max) 13 liter / 13 kg
  -Target (HxWxD) 361x261x129
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support via RS-485 or RF connectors
- 2 external alarm
- Support for 12dB TMA
- Convectional cooling
- IP 65, -40 to +55°C
- FCC and NEBS compliant
- Power consumption: Estimate >15% reduction compared 4415 B30 in typical traffic load
  (typical traffic load is defined in PowerCalc with average 21% output power)

**PROPOSED RADIO 4471 B30 DETAIL**

SCALE: N.T.S.

## Radio 4494 44B14 20B29

- Dual band 4T4R/2T
- PA power
  - B14: 4x40W
  - B29: 2x40W
- B14: L5, L10, N5, N10, ES510 NB-IoT (IB, GB & SA)
- B29: L3, L5, L10
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
- eCPRI 2x10.3/25.8 Gbps
- Front area: 384mm x 444mm
- Depth and weight: 43mm (24 liter) & 2 kg
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support via RS485 or RF connectors
- 2 external alarm
- Optional fan for increased site flexibility
- IP65, -40 to +55°C
- Power consumption: 15% reduction compared to 4478B14 + 2012B29 for the same configuration



**PROPOSED RADIO 4494 B14/B29 DETAIL**

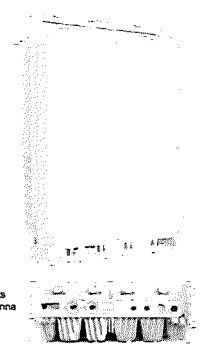
SCALE: N.T.S.

## RADIO 4490 B5 B12

- 4 common RF ports (C)
- B5: 4x60W, B13: 4x60W
- 480W total RF output power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

| Radio 4490HP 44B5 44B13 C | Height | Width | Depth | Weight |
|---|---|---|---|---|
| wo protruding items | 17.5 in (444 mm) | 15.2 in (384 mm) | 6.8 in (172 mm) | ~68.4 lbs (~31 kg) |
| w protruding items | 20.6 in (522 mm) | 15.7 in (397 mm) | 7.0 in (178 mm) | |

- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF + connectors
- 2 external alarm
- Convectional cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C



B5 B13: 4 ports
Common antenna
Common tilt

PA3 | 2022-05-14 | Ericsson Confidential | Page 4

**PROPOSED RADIO 4490 B5/B12A DETAIL**

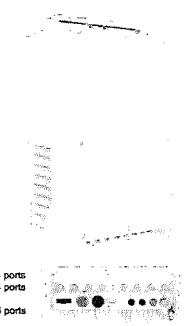
SCALE: N.T.S.

## Radio 4890 B25 B66

- 8 RF ports, 4T8R per band (S for TX)
- B2: 4x60W
- B66: 4x60W
- Up to 480W in total RF power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

| Radio 4890HP 4882 48B66 S | Height | Width | Depth | Weight |
|---|---|---|---|---|
| wo protruding items | 17.5 in (444 mm) | 15.2 in (384 mm) | 7.0 in (178 mm) | ~69.5 lbs (~31.5 Kg) |
| w protruding items | 20.6 in (522 mm) | 15.7 in (397 mm) | 7.2 in (182 mm) | |

- -48 VDC 2-wire (single DC-connector),
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF + connectors
- 2 external alarm
- Convectional cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C



B2/B25 TX: 4 ports
B66 TX: 4 ports
B2/B25 &
B66 RX: 8 ports

**PROPOSED RADIO 4890 B25/B66A DETAIL**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-7**

REVISION: -

TEP #:338896.425349

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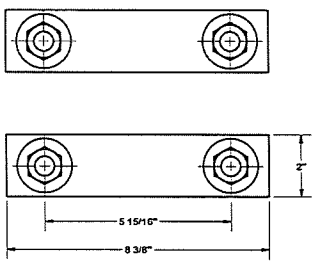
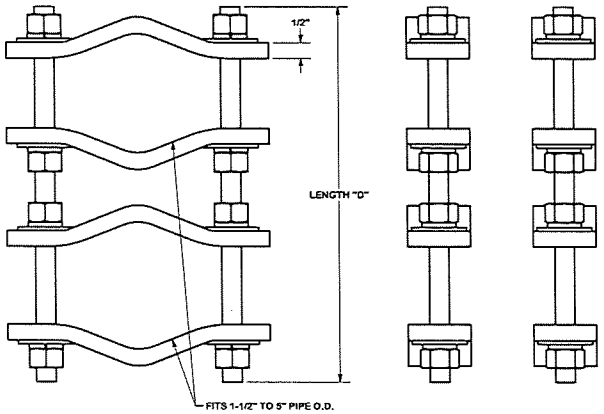
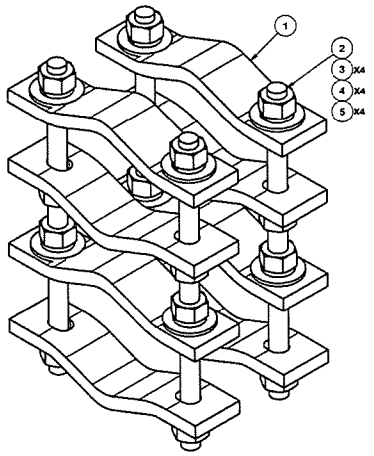



| PARTS LIST | | | | | | |
|---|---|---|---|---|---|---|
| ITEM | QTY | PART NO. | PART DESCRIPTION | LENGTH | UNIT WT. | NET WT. |
| 1 | 8 | DCP | CLAMP HALF, 1/2" THICK, 8-3/8" | | 2.40 | 19.20 |
| 2 | 8 | C | 5/8" THREADED ROD | D | E | F |
| 3 | 16 | G58NUT | 5/8" HDG HEAVY 2H HEX NUT | | 0.13 | 2.08 |
| 4 | 16 | G58LW | 5/8" HDG LOCKWASHER | | 0.03 | 0.42 |
| 5 | 16 | G58FW | 5/8" HDG USS FLATWASHER | | 0.07 | 1.13 |

| VARIABLE PARTS TABLE | | | | | | |
|---|---|---|---|---|---|---|
| ASSEMBLY "A" | QTY "B" | PART "C" | LENGTH "D" | UNIT WT. "E" | NET WT. "F" | TOTAL WEIGHT |
| DCP12K | 4 | G58R-12 | 12" | 1.05 | 4.18 | 27.01 |
| DCP18K | 4 | G58R-18 | 18" | 1.57 | 6.27 | 29.10 |




**TOLERANCE NOTES**

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES *(± 0.030")*
DRILLED AND GAS CUT HOLES *(± 0.030")* - NO CONING OF HOLES
LASER CUT EDGES AND HOLES *(± 0.010")* - NO CONING OF HOLES
BENDS ARE ± 1/2 DEGREE
ALL OTHER MACHINING *(± 0.030")*
ALL OTHER ASSEMBLY *(± 0.060")*

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VAL MONT INDUSTRIES IS STRICTLY PROHIBITED.

| | |
|---|---|
| DESCRIPTION | PIPE TO PIPE CLAMP SET<br>1-1/2" TO 5" PIPE<br>1/2" THICK CLAMP |
| CPD NO. | |
| DRAWN BY | KC8 8/21/2012 |
| ENG. APPROVAL | |
| CHECKED BY | CEK 1/22/2013 |
| PART NO. | SEE ASSEMBLY "A" |
| DWG. NO. | DCPxxK |
| CLASS | 81 |
| SUB | 01 |
| DRAWING USAGE | CUSTOMER |
| PAGE | 1 OF 1 |

SITE PRO 1 — A valmont COMPANY
Engineering Support Team: 1-888-753-7446
Locations: New York, NY; Atlanta, GA; Los Angeles, CA; Plymouth, IN; Salem, OR; Dallas, TX

## PROPOSED PIPE-TO-PIPE CLAMP KIT DETAIL

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-8**

REVISION: -

TEP #338896.425349

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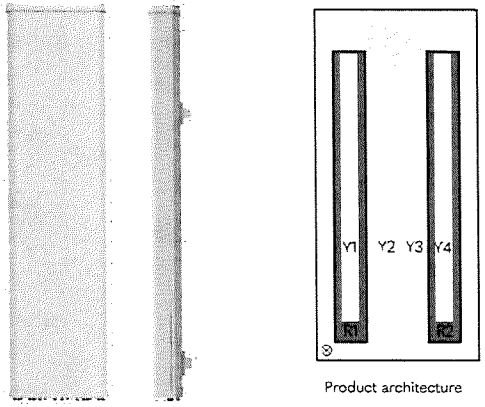
Antenna type

# 12071x

CMA-UBTLBLBHHHH/6517/17/21/21/21/21

| 12-port antenna | Unit | R1 | R2 | Y1 | Y2 | Y3 | Y4 |
|---|---|---|---|---|---|---|---|
| Frequency range | MHz | 698 - 960 | 698 - 960 | 1695 - 2690 | 1695 - 2690 | 1695 - 2690 | 1695 - 2690 |
| Polarization | | x | x | x | x | x | x |
| HBW | | 65 | 65 | 65 | 65 | 65 | 65 |
| Gain | dBi | 17 | 17 | 21 | 21 | 21 | 21 |
| EDT range | | 2 – 10 | 2 – 10 | 1 - 9 | 1 - 9 | 1 - 9 | 1 - 9 |




Product architecture

The CellMax new form factor multiband antennas extend line of the ultra-wide band antennas, combining wide band width in the high bands with wide band in the low bands, still featuring exceptionally low insert ion loss in a compact package.

The design aims at low differences between the ports in terms of gain (per band), azimuth and elevation patterns, and a very good electrical tilt precision. Now for these antennas is the built- in aim in the bottom plate, which can help making sure the antenna is also mechanically aimed correctly, allowing the antenna potential to the highest in the industry cell throughput to come to fruition.

©Cellmax Technologies AB 2019. CMA-12071x_B4_2024-08-26

Box 1236, SE-164 28 Kista Sweden VISITING ADDRESS: Gullfossgatan 1A & 1B, SE-164 40 Kista, Sweden
PHONE: +46 8 755 12 80, FAX: +46 8 755 12 81 E-MAIL: info@cellmax.com www.cellmax.com



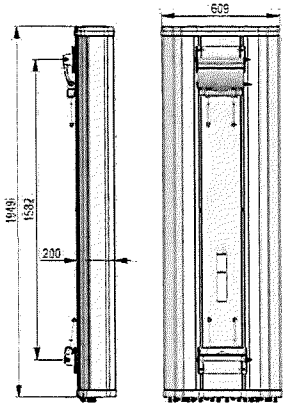
Antenna type

12071x

CMA-UBTLBLBHHHH/6517/17/21/21/21/21

Mechanical parameters:

| Mechanical specification: | |
|---|---|
| Connectors | 12 x 4.3 -10 female |
| Connector position | Bottom |
| Lightning protection | DC grounded |
| Height mm (inch) | 1949 (77) |
| Width mm (inch) | 609 (24) |
| Depth mm (inch) | 200 (8) |
| Antenna weight kg (lb) | 65 (143) |
| | |
| Wind load at 42 m/s (94 mph) | |
| Frontal N (lbf) | 1150 (259) |
| Lateral N (lbf) | 199 (45) |
| Survival wind speed m/s (mph) | 67 (151) |
| | |
| Colour radome | Light Grey, RAL 7035 |
| Radome material | ASA |
| | |
| Mounting hardware: | |
| Mounting bracket | 2 |
| Bracket weight (complete) kg (lb) | 5 (11) |
| Pole diameter mm (inch) | 45 (1.8) - 120 (4.7) |
| Mechanical tilt range ° | 0 - 5 |




| | |
|---|---|
| Box size mm (inch) | 2260x634x293 (89x25x12) |
| Box weight kg (lb) | 76 (167) |
| Maximum number of boxes per pallet | 7 |

Ordering information:

| Product number | Product description |
|---|---|
| 120715 | CMA-UBTLBLBHHHH/6517/17/21/21/21/21//RET including standard tilt mount |
| | |
| | |

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PHONE: +46 8 755 12 80, FAX: +46 8 755 12 81 E-MAIL: info@cellmax.com www.cellmax.com



**PROPOSED 120716 ANTENNA**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-9**

REVISION: -

TEP#338896.425349

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# AIR 6472 B77G B77M
# Product Specification

| | |
|---|---|
| • TRX Branches | 64T64R |
| • Antenna Elements | 256 |
| • Antenna configuration | (4x1)x(4x8) |
| • Operation band | B77G (3450-3550 MHz), B77M(3840-3980 MHz) |
| • IBW | 530 MHz |
| • TCBW | 200 MHz |
| • Output Power | 400 W, max 4W/MHz PSD |
| • EIRP (Average) | 80.8 dBm |
| • Supported RAT | NR |
| • Weight | 67.2 lb(36.3"x15.83"x7.4") |
| • Size | ~ 70 L |
| • eCPRI link | 2x 25G |
| • Operating Temperature | -40 to +55°C, nature convection cooling |
| • Power Supply | -48VDC 3-wires, single connector |
| • Power Consumption | ~ 760W, ETSI Avg. |
| • Multi-layer MU MIMO | 16/8 DL/UL layer |

**PROPOSED AIR 6472 B77G B77M DETAIL**

SCALE: N.T.S.

SHEET TITLE: **SUPPLEMENTAL**

SHEET NUMBER: **R-10**

REVISION: -

TEP#:338896.425349

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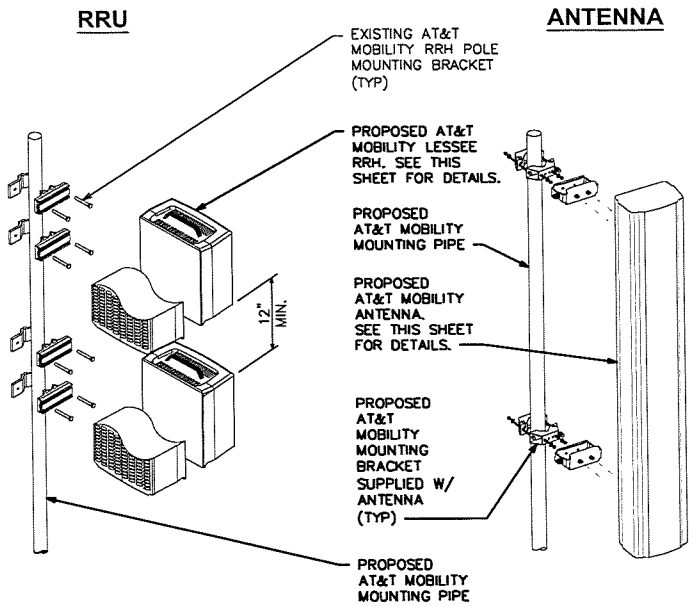


## EQUIPMENT MOUNTING DETAIL

SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER: R-11

REVISION: -

TEP#:338896.425349

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SECTION 09 97 15

COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section includes painting and painting repair work associated with the installation of antennas, coaxial cables, and other common components with direct attachment to water tank facilities.

1.02 REFERENCES

A. Society for Protective Coatings (SSPC):
www.sspc.org
1. Volume 1: Good Painting Practice
2. Volume 2: Systems and Specifications

1.03 SUBMITTALS

A. Product Data: Submit data sheet for each coating system.

PART 2 PRODUCTS

2.01 MATERIALS

A. Manufacturers:
1. Sherwin Williams Company www.sherwin-williams.com
2. Tnemec Company www.tnemec.com
3. X-I-M Products www.ximbonder.com

PART 3 EXECUTION

3.01 EXAMINATION

A. Visually evaluate surface preparation by comparison with pictorial standards of SSPC-VIS-1-89.

3.02 PREPARATION

A. Remove all surface contaminants in accordance with SSPC-SP1 Solvent Cleaning.
1. Do not use hydrocarbon solvents on surfaces to be coated with water-based coatings.

B. Clean and remove all rust, slag, weld splatter, weld scabs, mill scale, and loose paint.

C. Protect areas adjacent to welding & or grinding operations to prevent damage of surrounding intact paint system.

D. Ferrous Metal: SSPC-SP6 Commercial Blast Cleaning

E. Galvanized Steel: SSPC-SP7 Brush Off Blast

F. Antenna Covers, Coaxial Cable, Non-metallic Substrates and Previously Painted Surfaces: Scarify to de-gloss. SSPC-SP1 with a non-hydrocarbon solvent.

G. Surface profile shall be in accordance with manufacturer's product recommendation.

H. Re-blast all surfaces:
1. Where rusting has recurred.
2. That do not meet the requirements of these specifications.

3.03 APPLICATION

A. Coatings shall be applied in accordance with manufacturer's printed instructions.



**SEH COATING SPECS**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-12**

REVISION: -

TEP #: 338896.425349

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B. Surfaces to be coated shall be clean, dry, and free of airborne dust and contaminants at the time of application and while film is forming.

C. Finish coat shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.

D. Shop Painting: Tape-off (2-inch minimum) surfaces that will be in the Heat-Affected-Zone during field welding.

E. Component Painting:
   1. Interior Exposed Ferrous Metal and Galvanized Steel:
      a. Product: Sherwin Williams Macropoxy 646 or Tnemec Series 161
         1) Number of Coats: 2
         2) Dry Film Thickness: 4.0–6.0 mils (per coat)
         3) Color: By Owner
   2. Exterior Exposed Ferrous Metal and Galvanized Steel:
      a. Primer: Sherwin Williams Macropoxy 646 or Tnemec Series 161 or N69
         1) Number of Coats: 1
         2) Dry Film Thickness: 4.0–6.0 mils
         3) Color: By Owner
      b. Finish: Sherwin Williams Acrolon 218 or Tnemec Series 10740/10750
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–3.0 mils
         3) Color: By Owner
   3. Antenna Covers:
      a. Primer: Sherwin Williams Pro-Cryl Primer
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–4.0 mils
      b. Finish: Sherwin Williams Sher-Cryl HPA
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.5–4.0 mils
         3) Color: By Owner
   4. Coaxial Cable
      a. Primer: X-I-M 1138
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.0–3.0 mils
      b. Finish: Sherwin Williams Sher-Cryl HPA
         1) Number of Coats: 1
         2) Dry Film Thickness: 2.5–4.0 mils
         3) Color: By Owner

3.04 REPAIR OF AREAS DAMAGED BY WELDING

A. Prepare the damage by one of the two following methods as directed by the Engineer.
   1. Abrasive-blast to SSPC-SP6.
   2. Mechanically clean to SSPC-SP11.

B. Feather edges to provide smooth coating transition.

C. Apply prime coat to bare metal surface.

D. Mask off rectangular area around prime coat.

E. Apply finish coat.

3.05 QUALITY CONTROL

A. Measure dry film thickness with a magnetic film thickness gage in accordance with SSPC-PA2.

B. Visually inspect dried film for funs, sags, dry spray, overspray, embedded particles and missed areas.

C. Repair defective or damaged areas in accordance with Articles 3.02 and 3.03.

END OF SECTION



**SEH COATING SPECS**
SCALE: N.T.S.

SHEET TITLE:
**SUPPLEMENTAL**

SHEET NUMBER:
**R-13**

REVISION:
-

TEP#:338896.425349

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AT&T DC Power Systems, Outdoor Enclosures & Services

## DC Power Accessories & Spare Parts

### -58V NetSure™ Converter Upgrade Kit

Retrofit kits for NetSure DC power systems to accept -58V converters in place of +24V converters. When a system is equipped with the retrofit kit, the rectifier/converter shelf positions originally provided to accommodate the 1C24481500 +24V output converters will accommodate the 1C48582000P3 -58V output converters. All DC load breaker positions originally used for +24V converter output will provide -58V converter output.

### Ordering Information

NetSure 5100 | NetSure 7100 | Vertiv XTE 6000

| AT&T Number | Vertiv Number | Description |
|---|---|---|
| NEQ.53011 | 1C48582000P3 | High efficiency converter, -48 V to -58 VDC, 2000W peak, 1600W average, 2.5 lbs. |
| NEQ.53008 | 60028017 | Retrofit Kit, -58VDC Converter, NetSure 7100<br>For use with NEQ.20068 (582127000203) or NEQ.19736 (582127000100) |
| NEQ.53021 | 60027905 | Retrofit Kit, -58VDC Converter, NetSure 721 previous models<br>For use with NEQ.10475 (582127000ZZ041) or NEQ.10476 (582127000ZZ042) |
| NEQ.53012 | 60029556 | Retrofit Kit, -58VDC Converter, NetSure 721 original models<br>For use with NEQ.15820 (582127000ZZ003), NEQ.17139 (582127000ZZ011) or NEQ.13235 (582127000ZZ030) |
| NEQ.53034 | 60028039 | Retrofit Kit, -58VDC Converter, NetSure 5100<br>For use with NEQ.20193 (582137100ZZ028) |
| NEQ.53010 | 60029243 | Retrofit Kit, -58VDC Converter, NetSure 512<br>For use with NEQ.15717 (FD312504 with 582137000ZZ001), NEQ.19041 (FD315083 with 582137000ZZ007) or NEQ.19918 (FD316064 with 582137000ZZ007) |

**PROPOSED -58V RETRO FIT KIT DETAIL**

SCALE: N.T.S.

SHEET TITLE:

**SUPPLEMENTAL**

SHEET NUMBER: **R-14**

REVISION: -

TEP #338696.425349

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# City Council Action Request

# 7.BB.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Public Works |
| **Agenda Category** | Action Item |
| **Title** | Cintas Settlement Payment Number 2 |
| **Staff Recommendation** | Approve the Cintas settlement checks in the amount of $1,509.24. |
| **Budget Implication** | N/A |
| **Attachments** | 1. Cintas Settlement payment two |

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

**From:** Adam Moshier, Fleet and Facilities Maintenance Manager

**Date:** July 1, 2026

**Re:** Accept Cintas Settlement Checks Round 2

---

## Background

In 2025, a class action settlement was approved for eligible public agencies that were part of OMNIA and entered into an individual agreement with Cintas Corporation for products or services that "piggybacked" onto the Harford County Public Schools Master Agreement or Prince William County Public Schools Master Agreement between April 1, 2012 and December 31, 2024.

The settlement claims Cintas overbilled public agencies during this time frame for amounts that exceeded pricing authorized under those agreements mentioned above.

On April 1, 2026 the City of Cottage Grove received five settlement checks totaling $2,303.17. This was approved at the May 6th City Council meeting.

Per the order granting final approval of class action settlement, after the payment of valid claims, the remaining balance of the cash settlement amount shall be distributed pro rata to all class members, regardless of whether they submitted a claim. This is the reason for this award.

| **Location** | **Amount** |
|---|---|
| River Oaks | $251.54 |
| Central Fire | $251.54 |
| Ice Arena | $251.54 |
| Hero Center | $251.54 |
| Public Works | $251.54 |
| City Hall | $251.54 |
| **Total** | $1,509.24 |

## Recommendation

It is recommended that the City Council approve the Cintas settlement checks in the amount of $1,509.24.

# City Council Action Request

# 7.CC.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Public Works |
| **Agenda Category** | Action Item |
| **Title** | Track Loader Lease Agreement |
| **Staff Recommendation** | Approve the two-year lease agreement with John Deere Financial for a track loader in the amount of $14,884.83 per year. |
| **Budget Implication** | $14,884.83 per year which falls within River Oaks rental budget. |

**Attachments**

| | |
|---|---|
| 1. | Final Skid Steer Lease Golf Course Memo 2026 |
| 2. | 14529814 Customer Documents |

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

**From:** Adam Moshier, Fleet and Facilities Maintenance Manager

**Date:** July 1, 2026

**Re:** Approve Two Year Lease Agreement with John Deere Financial for a Track Loader

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## Background

In the approved 2026 budget, there is $16,000 to lease a track loader. This was included in the budget from 2024-2026 for a three-year rental. The River Oaks Golf Course previously rented a track loader from Midwest Machinery for the years 2024 and 2025. Staff is requesting to continue to lease a track loader. This term would be for 2 years at $14,884.83 per year.

The lease agreement is considered a dealer guaranteed lease through John Deere Financial with Midwest Machinery as the dealer. This agreement has been reviewed by the City Attorney.

Staff recommends approving the two-year lease agreement with John Deere Financial in the amount of $14,884.83 per year for the time period of July 15, 2026-July 15, 2028.

Midwest Machinery is the area vendor for John Deere track loaders and they are on Sourcewell contract 011723-JDC which is why two quotes were not received.

## Budget

The track loader lease is within the River Oaks Golf Course rental budget of $16,000 per year.

## Recommendation

It is recommended that the City Council approve the two-year lease agreement with John Deere Financial for a track loader in the amount of $14,884.83 per year.

JOHN DEERE FINANCIAL

Application ID:14529814
Version Number: 6
Governmental

# LEASE AGREEMENT

| *LESSEE'S NAME AND PHYSICAL ADDRESS* | | | |
|---|---|---|---|
| **RIVER OAKS GOLF COURSE**<br>**11099 HIGHWAY 61**<br>**COTTAGE GROVE, MN 55016-4143** | LESSEE'S TAX ID NUMBER<br>****-***8286** | LESSEE'S PHONE NO.<br>**651-438-2121** | TYPE OF BUSINESS<br>**Municipality** |
| LESSEE RESIDES IN (County/State)<br>**WASHINGTON, MN** | | LESSEE AGREES TO KEEP GOODS IN (County/State)<br>**See Equipment Location and County for each Item of Equipment below** | |
| NAME AND TITLE OF SIGNING OFFICER<br>**MYRON BAILEY - MAYOR** | | | |

| *LESSOR'S NAME AND ADDRESS* | |
|---|---|
| **Deere Credit, Inc.**<br>**P.O. Box 6600**<br>**Johnston, IA 50131-2945** | PHONE NUMBER<br>**800-828-8297** |

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

*EQUIPMENT LEASED*

| Year | Manufacturer | Equipment Description | Engine Hour Limit Per Year | Excess Hour Charge | Equipment Location | County | Outside City Limits |
|---|---|---|---|---|---|---|---|
| 2026 | JOHN DEERE | 325G Compact Track Loader | 200 | $18.00 | COTTAGE GROVE, MN | WASHINGTON | No |

ADDITIONAL DETAILS

| Product ID | Engine Hour Meter | Asset Level Payment* | Purchase Option Price |
|---|---|---|---|
| 1T0325GMETJ482960 | 0 | $13,734.56 | $55,801.65 |

| Total Purchase Option Price | $55,801.65 |
|---|---|

***Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.**

*LEASE PAYMENTS*

**LEASE TERM START DATE: July 15, 2026**
**LEASE TERM END DATE: July 15, 2028**

***The first Lease Payment Due Date is July 15, 2026 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below***

| NUMBER OF PAYMENTS | AGGREGATE OF ASSET LEVEL PAYMENTS | SALES/USE TAX | LEASE PAYMENT | DUE DATE |
|---|---|---|---|---|
| **2** | **$13,734.56** | **$1,150.27** | **$14,884.83** | **July 15, 2026** |

## TERMS AND CONDITIONS

**1. Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 2.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than $25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

**2. Security Deposit.** If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.

**3. Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

**4. Ownership; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

**5. Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees. In the event the Equipment is exposed to salt, fertilizer or any other hazardous or corrosive material (collectively “Contaminants”), you shall (a) regularly have such Contaminants removed from the Equipment and (b) prior to returning the Equipment to us for any reason, (1) have the Equipment inspected for Contaminants, and (2) remove all Contaminants from the Equipment. Failure to do so may result in additional charges as outlined in Section 10 below.

**6. Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained

the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**7. Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an “Event of Loss”). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an “Item of Equipment”) AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. “Termination Value” for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the; Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate") plus (c) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. “Internal Rate of Return” shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. “Discount Rate” shall mean the Internal Rate of Return minus two percentage points (2%).

**8. Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**9. Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**10. Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below (“Excessive Wear and Tear”):

**(a) Mechanical.** (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

**(b) Exterior.** (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of $200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

**(c) Cab/Operator Platform.** (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

**(d) General.** (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate, and (C) salt, fertilizer or any other hazardous or corrosive material (collectively “Contaminants”) that have not been properly removed from the equipment in accordance with the requirements in Section 5.

**(e) Other.** (A) All warranty and PIP (“Product Improvement Program”) work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

**(f) Hour Meter.** For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

**(g) Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our reasonable estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, (2) the cost of new tires or tracks if the tires or tracks have less than 30% of their useful life remaining, or (3) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent 50%. For example, if you return Equipment with tires having 40% of their useful life remaining, you would remit to us an amount equal to 10% of the cost of new tires ((50% - 40%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

**11. Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

**12. Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, or (ii) if the Equipment is returned to us and this Lease Agreement is deemed to be a secured transaction and not a lease, in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses), or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iv) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**13. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

**14. Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs (“Claims”), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement. This indemnity continues beyond the termination of this Lease Agreement for acts or omissions which occurred during the Lease Term.

**15. Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done

any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

**16.** **Governing Law; Jurisdiction; Venue.** **THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO,** except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

**17.** **Miscellaneous.** **WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not “unsolicited” under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

**18.** **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

**19.** You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement (“Authoritative Copy”) is converted to paper and marked as the original by us (the “Paper Contract”), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the “DMS”), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract,

constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

RIVER OAKS GOLF COURSE

_____ By: _____

(Date Signed) MYRON BAILEY, MAYOR

Accepted By: **Deere Credit, Inc. (Lessor)**
**6400 NW 86th Street, Johnston, IA 50131-6600**

_____ By: _____

(Date Agreement Signed) (Authorized Signature)

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

JOHN DEERE FINANCIAL

# Advance Lease Payment Invoice

| | |
|---|---|
| **Due Date:** | 07/15/2026 |
| **Total Due:** | $14,884.83 |
| **Purchase Order Number:** | |

| **Billing Address:** | **Updated Billing Information:** |
|---|---|
| RIVER OAKS GOLF COURSE<br>11099 HIGHWAY 61<br>COTTAGE GROVE, MN 55016-4143 | |

**Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.**

| Manufacturer | Model | Product ID | Due Date | Payment | Sales/Use Tax | Security Deposit | Total Due At Signing |
|---|---|---|---|---|---|---|---|
| JOHN DEERE | 325G | 1T0325GMETJ482960 | 07/15/2026 | $13,734.56 | $1,150.27 | $0.00 | $14,884.83 |

| **Correspondence Only:** | **Remit Checks Payable To:** |
|---|---|
| **Deere Credit, Inc.**<br>**Attn: Lease Administration**<br>**PO Box 6600**<br>**Johnston, IA 50131-6600**<br><br>**Phone: (800) 828-8297**<br>**Fax: (800) 254-0020** | **Deere Credit, Inc.**<br>**Attn: Acct. Dept.- ALP Processing**<br>**PO Box 6600**<br>**Johnston, IA 50131-6600** |

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE AGREEMENT DOCUMENTS.**

## STAPLE ADVANCE LEASE PAYMENT CHECK HERE

**Every dishonored check will result in a fee of $25.00 or an amount not to exceed the highest amount permitted by law.**

# Automatic Payment Enrollment

*No more writing checks • No late payments*

JOHN DEERE FINANCIAL

**INSTRUCTIONS:** Sign up online at **MyFinancialAccounts.deere.com** (Payment Options > Manage Auto Pay), OR complete and sign this enrollment form and send via one of the following:

- **EMAIL to** JDFCustomerService@JohnDeere.com
- **FAX to** (800) 826-9527
- **MAIL to** John Deere Financial ATTN: Payment Specialist, PO BOX 5328, Madison, WI 53705

**PLEASE SELECT ONE:** ☐ **I accept** Automatic Payment Enrollment. ☐ I **decline** Automatic Payment Enrollment.

**CUSTOMER INFORMATION:**

| | | | | | |
|---|---|---|---|---|---|
| First Name | | Middle Name | | Last Name | |
| Company Name (if applicable) | | | | | |
| Address | | | | | |
| Phone Number | | Enrollment Confirmation Email | | | |

**PLEASE INITIAL HERE IF APPLICABLE:** _____ **I** acknowledge that I am currently enrolled in Automatic Payment Enrollment with John Deere Financial. I give John Deere Financial permission to use my existing banking information on file to set up my new account. If my information has changed or changes, it is my responsibility to inform John Deere Financial and provide them with updated banking information or I could be subject to late fees. **(If you have more than one bank account on file, please complete the form in full.)**

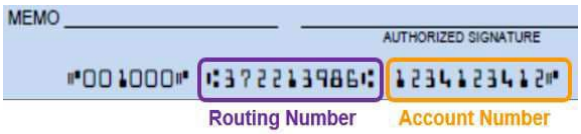
**FINANCIAL INSTITUTION INFORMATION:**

| | | | | | |
|---|---|---|---|---|---|
| Name of Financial Institution | | | | Phone # | |
| Financial Institution Address | | | | | |
| Routing Number (9 Digits) | | Bank Account Number | | Type of Account | ☐ Checking ☐ Savings |

*****To reduce setup errors, a void check is recommended but not mandatory.*****

***Personal Check example***

***Business Check example***




| John Deere Financial Account Number / App ID # | Accountholder Name | Accountholder Phone Number | Month to begin automatic payments |
|---|---|---|---|
| 14529814 | | | |
| | | | |
| | | | |

**For Installment and Revolving Plan Accounts only:** ☐ Min payment amount due *or* ☐ Other Amount: $ _____

**John Deere Financial Automatic Payment Authorization Form**

My signature authorizes Deere Credit Services, Inc., and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation, or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made to be eligible for automatic payment for that account.**

**Bank Account Owner Signature:** _____ Date: _____

JOHN DEERE FINANCIAL

# Delivery and Acknowledgment

| | |
|---|---|
| **LESSEE:** | RIVER OAKS GOLF COURSE<br>11099 HIGHWAY 61, COTTAGE GROVE, MN 55016-4143 |
| **LESSOR:** | DEERE CREDIT, INC.<br>6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

RIVER OAKS GOLF COURSE

_____ By: _____

(Date Signed) MYRON BAILEY, MAYOR

JOHN DEERE FINANCIAL

# Physical Damage/Liability Insurance

| | |
|---|---|
| **LESSEE:** | RIVER OAKS GOLF COURSE<br>11099 HIGHWAY 61, COTTAGE GROVE, MN 55016-4143 |
| **LESSOR:** | DEERE CREDIT, INC.<br>6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

**LIABILITY INSURANCE** on the Lease Agreement will be provided by the following insurance agency:

| | |
|---|---|
| Name of Agency:<br>FIRST NATIONAL INSURANCE | Phone Number of Agency:<br>952-746-4374 |
| Mailing Address of Agency:<br>5900 ROWLAND RD, MINNETONKA, MN 55343 | Fax Number of Agency: |

**PHYSICAL DAMAGE INSURANCE** on the Lease Agreement will be provided by the following agency:

| | |
|---|---|
| Name of Agency:<br>FIRST NATIONAL INSURANCE | Phone Number of Agency:<br>952-746-4374 |
| Mailing Address of Agency:<br>5900 ROWLAND RD, MINNETONKA, MN 55343 | Fax Number of Agency: |

If an insurance certificate is available, in place of the above information, it should be provided to:

**ADDITIONAL INSURED and LOSS PAYEE:**

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

**NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

RIVER OAKS GOLF COURSE

By: _____

(Date Signed) MYRON BAILEY, MAYOR

# City Council Action Request

# 7.DD.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Public Works |
| **Agenda Category** | Action Item |
| **Title** | Final Payment for City Hall Front Desk Remodel |
| **Staff Recommendation** | Approve $5,048.30 to RAK Construction Inc for the final payment for the City Hall Front Desk Remodel Project. |
| **Budget Implication** | $5,048.30 from the Municipal Building Fund. |

**Attachments**

| | |
|---|---|
| 1. | Wold Memo |
| 2. | Resolution for City Hall Front desk remodel |
| 3. | Final Payments - Desk Remodel CH |

June 26, 2026

**Adam Moshier**
Fleet and Facilities Maintenance Manager – Public Works
City of Cottage Grove
8635 West Point Douglas Road South
Cottage Grove, Minnesota 55016

Re: City Hall and Public Safety Facility Front Desk Remodel
Final Payment Recommendation
Commission No. 252166

Dear Adam:

Attached is Pay Application No. 4, the contractor's final Application and Certificate for Payment, for the City Hall and Public Safety Facility Front Desk Remodel, together with the contractor's closeout documentation for the project.

The original contract sum for the project was $96,955.00. Approved change orders totaled $4,011.00, resulting in a final adjusted contract sum of $100,966.00. The final application reflects completion of the work and final payment due to RAK Construction, Inc. in the amount of $5,048.30.

Based on our review of the final application for payment and the closeout documentation submitted, Wold recommends that the City approve the final contract amount, inclusive of approved change orders, and authorize final payment to RAK Construction, Inc. in the amount of $5,048.30 for the City Hall and Public Safety Facility Front Desk Remodel.

Also enclosed for the City's records and Council review are the contractor's closeout documents, including the IC-134 Contractor Affidavit, Contractor's Affidavit of Payment of Debts and Claims, Contractor's Affidavit of Release of Liens, contractor warranty, completed punch list, and related closeout materials.

Sincerely,
Wold Architects and Engineers

Jacob Wollensak | AIA
Associate

Enclosures

cc: Accounting
John McNamara, Wold

CM/GOV-MN-CITY-CottageGrove/City Hall/252166/Admin/Letters/2026.06.26 Letter to Adam Moshier

**Wold Architects and Engineers**
50 South 6th Street, Suite 2250
Minneapolis, MN 55402
woldae.com | 612 772 9025

PLANNERS
ARCHITECTS
ENGINEERS

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-097

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE AMOUNT OF $5,048.30 TO RAK CONSTRUCTION INC. FOR THE CITY HALL FRONT DESK REMODEL PROJECT**

WHEREAS, the City Fleet and Facilities Maintenance Manager has certified the work has been satisfactorily completed in accordance with the contract plans and specifications; and

WHEREAS, the original total contract amount was $96,955.00. The final construction cost was $100,966.00, which is $4,011 more than the contract amount. The increased contract amount was due to change orders for a sprinkler head that was required due to code requirements and items found during construction that staff believed would enhance the quality, durability, and extend the life cycle of the finished product.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that $5,048.30 is paid to RAK Construction Inc. for the final payment for the City Hall Front Desk Remodel Project.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tammy Anderson, City Clerk

RAK Construction, Inc.
21435 Johnson Street NE
East Bethel, MN 55011

Voice: 763-434-4210
Fax: 763-434-8380

# RAK Construction, Inc.

# Invoice

Invoice Number: 22860-26122I

Invoice Date: 6/1/26

Page: 1

Sold To:
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Customer ID: City of Cottage-Adam

| Customer PO | Payment Terms |
|---|---|
| Adam Moshier | Net 30 Days |

| Description | Amount |
|---|---|
| Cottage Grove City Hall Front Desk Remodel - Demo front desk, salvage cabinets. Soffit work, reinstall cabinets and install new glazing. Application for payment #4. | 5,048.30 |

*Thank you for your business!*

| | |
|---|---|
| Subtotal | 5,048.30 |
| Sales Tax | |
| Total Invoice Amount | 5,048.30 |
| Payment Received | |
| **TOTAL** | **5,048.30** |

*Prompt payment is appreciated.*

# AIA® Document G702® – 1992

## *Application and Certificate for Payment*

| | | | | | |
|---|---|---|---|---|---|
| **TO OWNER:** | City of Cottage Grove<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | **PROJECT:** | Cottage Grove City Hall Front Desk Remodel<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | **APPLICATION NO:** 004<br>**PERIOD TO:** May 26, 2026<br>**CONTRACT FOR:** | **Distribution to:**<br>OWNER : [X]<br>ARCHITECT : [X]<br>CONTRACTOR : [X] |
| **FROM** | RAK Construction, Inc. | **VIA** | Wold | **CONTRACT DATE:** 02-04-2026 | FIELD : [ ] |
| **CONTRACTOR:** | 21435 Johnson Street NE<br>East Bethel, MN 55011 | **ARCHITECT:** | 50 South 6th Street, Suite 2250<br>Minneapolis, MN 55402 | **PROJECT NOS:** 252166 / I26122 / | OTHER : [ ] |

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $96,955.00 |
| 2. NET CHANGE BY CHANGE ORDERS | | $4,011.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | $100,966.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $100,966.00 |
| 5. RETAINAGE: | | |
| a. 0.00% of Completed Work (Column D + E on G703: $100,966.00)= | $0.00 | |
| b. 0.00% of Stored Material (Column F on G703: $0.00)= | $0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $100,966.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $95,917.70 |
| 8. CURRENT PAYMENT DUE | | $5,048.30 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | $0.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $4,011.00 | $0.00 |
| Total approved this Month | $0.00 | $0.00 |
| TOTALS | $4,011.00 | $0.00 |
| NET CHANGES by Change Order | | $4,011.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: Brittney Castillo Date: 6/17/2026

State of: Minnesota

County of: Anoka

Subscribed and sworn to before me this 17 day of June

Notary Public: Angela Lutz

My Commission expires: 1-31-29

ANGELA ANN LUTZ
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $5,048.30

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:** Jake Wollensak, Wold Architects and Engineers

By: Date: 06/17/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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# AIA® Document G703® – 1992

## Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

Cottage Grove City Hall Front Desk Remodel
12800 Ravine Parkway South
Cottage Grove, MN 55016

| | |
|---|---|
| APPLICATION NO: | 004 |
| APPLICATION DATE: | 05-26-2026 |
| PERIOD TO: | May 26, 2026 |
| ARCHITECT'S PROJECT NO: | 252166 |

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | WORK COMPLETED | | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G÷C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | Labor | 14,560.00 | 14,560.00 | 0.00 | 0.00 | 14,560.00 | 100.00% | 0.00 | 728.00 |
| 2 | Materials | 966.50 | 966.50 | 0.00 | 0.00 | 966.50 | 100.00% | 0.00 | 48.32 |
| 3 | Dumpster | 650.00 | 650.00 | 0.00 | 0.00 | 650.00 | 100.00% | 0.00 | 32.50 |
| 4 | Electrical | 6,300.00 | 6,300.00 | 0.00 | 0.00 | 6,300.00 | 100.00% | 0.00 | 315.00 |
| 5 | Sprinklers | 2,260.00 | 2,260.00 | 0.00 | 0.00 | 2,260.00 | 100.00% | 0.00 | 113.00 |
| 6 | Paint/ Wallcovering | 4,177.00 | 4,177.00 | 0.00 | 0.00 | 4,177.00 | 100.00% | 0.00 | 208.85 |
| 7 | Tile | 1,516.00 | 1,516.00 | 0.00 | 0.00 | 1,516.00 | 100.00% | 0.00 | 75.80 |
| 8 | Drywall | 30,450.00 | 30,450.00 | 0.00 | 0.00 | 30,450.00 | 100.00% | 0.00 | 1,522.50 |
| 9 | Marlite Panels | 2,403.50 | 2,403.50 | 0.00 | 0.00 | 2,403.50 | 100.00% | 0.00 | 120.18 |
| 10 | Countertops | 14,404.00 | 14,404.00 | 0.00 | 0.00 | 14,404.00 | 100.00% | 0.00 | 720.20 |
| 11 | Glazing | 11,585.00 | 11,585.00 | 0.00 | 0.00 | 11,585.00 | 100.00% | 0.00 | 579.25 |
| 12 | Permit | 2,678.00 | 2,678.00 | 0.00 | 0.00 | 2,678.00 | 100.00% | 0.00 | 133.90 |
| 13 | OH&P | 5,005.00 | 5,005.00 | 0.00 | 0.00 | 5,005.00 | 100.00% | 0.00 | 250.25 |
| 14 | Change Order 1A | 550.00 | 550.00 | 0.00 | 0.00 | 550.00 | 100.00% | 0.00 | 27.50 |
| 15 | Change Order 2 | 1,554.00 | 1,554.00 | 0.00 | 0.00 | 1,554.00 | 100.00% | 0.00 | 77.70 |
| 16 | Change Order 3 | 1,555.00 | 1,555.00 | 0.00 | 0.00 | 1,555.00 | 100.00% | 0.00 | 77.75 |
| 17 | Change Order 4 | 352.00 | 352.00 | 0.00 | 0.00 | 352.00 | 100.00% | 0.00 | 17.60 |
| | **GRAND TOTAL** | **100,966.00** | **100,966.00** | **0.00** | **0.00** | **100,966.00** | **100.00%** | **0.00** | **5,048.30** |

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 1-273-209-872 |
| Submitted Date and Time: | 6-Jul-2026 7:29:34 AM |
| Legal Name: | RAK CONSTRUCTION INC OF ANDOVER |
| Federal Employer ID: | 41-1635010 |
| User Who Submitted: | RAK4344 |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **564637696** |
| Minnesota ID: | 2547202 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 11-Feb-2026 |
| Project End Date: | 18-May-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH, COTTAGE GROVE, MN 55016 |
| Project Amount: | $100,966.00 |

## Subcontractor Summary

| Name | ID | Affidavit Number |
|---|---|---|
| ACOUSTICS | 2634180 | 794931200 |
| BRIN | 8286017 | 1923461120 |
| DYNAMIC FIRE | 5492177 | 1323544576 |
| LAKES AREA ELECTRIC | 8740839 | 1377021952 |
| QUALITY DRYWALL | 8643248 | 789164032 |
| RON'S CABINETS | 4763037 | 1507045376 |
| SOVIA PAINTING | 5352933 | 2083893248 |

**Important Messages**

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

**Contact Us**

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

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

DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 0-013-352-928 |
| Submitted Date and Time: | 7-Apr-2026 3:18:34 PM |
| Legal Name: | ACOUSTICS ASSOCIATES INC |
| Federal Employer ID: | 41-1640398 |
| User Who Submitted: | Acoustics1250 |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **794931200** |
| Minnesota ID: | 2634180 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 18-Mar-2026 |
| Project End Date: | 01-Apr-2026 |
| Project Location: | COTTAGE GROVE, MN 55016 |
| Project Amount: | $1,516.00 |
| Subcontractors: | No Subcontractors |

**Important Messages**

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**Contact Us**

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 2-107-672-592 |
| Submitted Date and Time: | 8-May-2026 11:19:26 AM |
| Legal Name: | BRIN GLASS CO |
| Federal Employer ID: | 41-0845787 |
| User Who Submitted: | Service2300 |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **1923461120** |
| Minnesota ID: | 8286017 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 21-Jan-2026 |
| Project End Date: | 14-Apr-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH, COTTAGE GROVE, MN 55016 |
| Project Amount: | $11,585.00 |
| Subcontractors: | No Subcontractors |

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**From:** Brian Hoffman
**To:** Angela Lutz
**Subject:** Fwd: Your Recent Contractor Affidavit Request
**Date:** Monday, April 6, 2026 8:01:56 AM

---

Here you go

---------- Forwarded message ---------
From: **MN Revenue e-Services** <eservices.mdor@state.mn.us>
Date: Mon, Apr 6, 2026 at 8:01 AM
Subject: Your Recent Contractor Affidavit Request
To: <brian.hoffman@dynamicfireprotection.net>

This email is an automated notification and is unable to receive replies.

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|---|---|
| Confirmation Number: | 0-058-408-928 |
| Submitted Date and Time: | 6-Apr-2026 8:00:51 AM |
| Legal Name: | DYNAMIC FIRE PROTECTION INC |
| Federal Employer ID: | 82-4508198 |
| User Who Submitted: | dynamicfire |
| Type of Request Submitted: | Contractor Affidavit |

**Affidavit Summary**

**Affidavit Number: 1323544576**

| | |
|---|---|
| Minnesota ID: | 5492177 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 09-Feb-2026 |
| Project End Date: | 30-Mar-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH COTTAGE GROVE, MN 55016 |
| Project Amount: | $2,260.00 |
| Subcontractors: | No Subcontractors |

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--

**Brian Hoffman**
Owner/Estimator
**E:** brian.hoffman@dynamicfireprotection.net
**T:** 1-651-357-8681
**M:** 1-651-357-8681
**W:** www.dynamicfireprotection.net

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 0-114-253-840 |
| Submitted Date and Time: | 16-Apr-2026 1:38:39 PM |
| Legal Name: | LAKES AREA ELECTRIC INCORPORATED |
| Federal Employer ID: | 20-8331788 |
| User Who Submitted: | lakesarea |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **1377021952** |
| Minnesota ID: | 8740839 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 06-Mar-2026 |
| Project End Date: | 03-Apr-2026 |
| Project Location: | COTTAGE GROVE CITY HALL, 12800 RAVINE PKWY S, COTTAGE GROVE, MN |
| Project Amount: | $6,300.00 |
| Subcontractors: | No Subcontractors |

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 1-692-516-368 |
| Submitted Date and Time: | 13-Apr-2026 7:49:10 AM |
| Legal Name: | QUALITY DRYWALL MIDWEST INC |
| Federal Employer ID: | 41-0807485 |
| User Who Submitted: | quality |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **789164032** |
| Minnesota ID: | 8643248 |
| Project Owner: | CITH OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 10-Mar-2026 |
| Project End Date: | 27-Mar-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH, COTTAGE GROVE, MN 55016 |
| Project Amount: | $30,450.00 |
| Subcontractors: | No Subcontractors |

**Important Messages**

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 1-005-578-256 |
| Submitted Date and Time: | 22-May-2026 11:32:56 AM |
| Legal Name: | RONS CABINETS INC |
| Federal Employer ID: | 41-1967338 |
| User Who Submitted: | RonsCabinets |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **1507045376** |
| Minnesota ID: | 4763037 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 03-Feb-2026 |
| Project End Date: | 31-Mar-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH COTTAGE GROVE MN 55016 |
| Project Amount: | $14,404.00 |

## Subcontractor Summary

| Name | ID | Affidavit Number |
|---|---|---|
| INNOVATIVE SURFACES | 4980015 | 641576960 |

**Important Messages**

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DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

| | |
|---|---|
| Confirmation Number: | 1-747-963-920 |
| Submitted Date and Time: | 22-Apr-2026 12:24:48 PM |
| Legal Name: | SOVIA PAINTING, INC. |
| Federal Employer ID: | 38-4052958 |
| User Who Submitted: | jsoviapainting |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **2083893248** |
| Minnesota ID: | 5352933 |
| Project Owner: | CITY OF COTTAGE GROVE |
| Project Number: | I26122 |
| Project Begin Date: | 06-Apr-2026 |
| Project End Date: | 07-Apr-2026 |
| Project Location: | 12800 RAVINE PARKWAY SOUTH, COTTAGE GROVE, MN 55016 |
| Project Amount: | $4,177.00 |
| Subcontractors: | No Subcontractors |

**Important Messages**

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# AIA® Document G706® – 1994

## Contractor's Affidavit of Payment of Debts and Claims

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)*<br>Cottage Grove City Hall Front Desk Remodel<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | **ARCHITECT'S PROJECT NUMBER:**<br>252166<br>**CONTRACT FOR:**<br><br>**CONTRACT DATED:**<br>04-10-2026 | OWNER:[X]<br>ARCHITECT:[X]<br>CONTRACTOR:[X]<br>SURETY:[ ]<br>OTHER:[ ] |
| **TO OWNER:** *(Name and address)*<br>City of Cottage Grove<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | | |

**STATE OF:** Minnesota
**COUNTY OF:** Anoka

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment [ ] Yes [X] No

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

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

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

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

**CONTRACTOR:** *(Name and address)*

RAK Construction, Inc.
21435 Johnson Street NE
East Bethel, MN 55011

Ingrid Washenberger
CONTRACTOR'S Authorized Representative *(Signature)*

Ingrid Washenberger Project Manager/Estimator
*(Printed name and title)*

4/10/26
*Date*

Subscribed and sworn to before me on this date: 4-10-26

Angela Lutz

Notary Public: Angela Lutz
My Commission Expires: 1/31/2029

ANGELA ANN LUTZ
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

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**User Notes:** (69d9221d6b60415508f2a5d6)

# AIA® Document G706®A – 1994

## *Contractor's Affidavit of Release of Liens*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)*<br>Cottage Grove City Hall Front Desk Remodel<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | **ARCHITECT'S PROJECT NUMBER :**<br>252166 | OWNER: [X]<br>ARCHITECT: [X] |
| **TO OWNER:** *(Name and address)*<br>City of Cottage Grove<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016 | **CONTRACT FOR:**<br>**CONTRACT DATED:**<br>04-10-2026 | CONTRACTOR: [X]<br>SURETY: [ ]<br>OTHER: [ ] |

**STATE OF:** Minnesota
**COUNTY OF:** Anoka

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

RAK Construction, Inc.
21435 Johnson Street NE
East Bethel, MN 55011

Ingrid Washenberger
**CONTRACTOR'S** Authorized Representative *(Signature)*

Ingrid Washenberger Project manager/estimator
*(Printed name and title)*

4/10/26
*Date*

Subscribed and sworn to before me on this date: 4-10-26

Notary Public: Angela Lutz
My Commission Expires: 1/31/2029

Angela Lutz

ANGELA ANN LUTZ
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

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**User Notes:** (69d923495f1b2d23ced17d22)

RAK CONSTRUCTION

*Commercial Contracting Services Since 1989*

Warranty Date: *May 22, 2026*

# General Warranty and Guarantee

## City of Cottage Grove

### I26122 Cottage Grove City Hall Front Desk Remodel

12800 Ravine Parkway South
Cottage Grove, MN 55016

Start Date: *March 31, 2026* End Date: *March 31, 2027*

I, undersigned do hereby warrant that all labor and materials furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and/or any authorized purchase order, and will be free from defects due to defective materials and/or workmanship for a period of (1) year from the date of signed warranty (Date listed above).

Should any defects develop during the warranty period due to improper material or workmanship, RAK Construction, Inc. will arrange for the repair or replacement. This is not an insurance policy, nor a maintenance agreement, but a definition of what the Customer has a right to expect in terms of warranties.

Nothing stated above shall be applicable to materials or workmanship, if said defects were caused by abuse, neglect, misuse, or normal wear and tear by the actions of the customer, owner or other parties.

RAK CONSTRUCTION

**21435 Johnson Street NE**
**East Bethel, MN 55011**
**763-434-4210 Office 763-434-8380 Fax**

**Signature:** Brittney Castillo **Title:** President

**Print Name:** **Brittney Castillo** **Date:** May 22, 2026

RAK Construction, Inc. 2020

PUNCH LIST

Project: **Cottage Grove City Hall & Public Safety Facility Front Desk Remodel**

Comm. **#252166**



Date **04/10/2026**

## Architectural

| Contractor Name | Initials | Item # | |
|---|---|---|---|
| - | - | | **GENERAL NOTES** |
| RAK | AAL | 1 | Submit record documents/drawings. |
| RAK | AAL | 2 | Submit one copy of Operating, Maintenance, and Warranty Manuals for review within 30 days of Substantial Completion. After receiving comments on initial submittal, provide 2 final copies of Operating, Maintenance, and Warranty manuals. |
| RAK | AAL | 3 | Submit documentation that the following extra materials were delivered to the Owner. Include information on who signed for the items and quantity of items provided. |
| RAK | AAL | | a. Section 09 30 00 Tile |
| - | - | 4 | Prior to final Payment the following documents must be submitted. |
| RAK | AAL | | a. A letter stating all punchlist items are complete and returned signed off punchlists. |
| RAK | AAL | | b. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706. |
| RAK | AAL | | c. Contractor's Affidavit of Release of Liens, AIA Document G706A. |
| N/A | N/A | | d. Consent of Surety Company for Final Payment, AIA Document G707. |
| RAK | AAL | | e. IC-134 MN Department of Revenue Form. |
| RAK | AAL | | f. Final Statement of Account with the following noted:<br>a. Original contract sum.<br>b. All additions and deductions.<br>c. Total adjusted contract sum (We will then process a final Change Order). |
| RAK | TCJ | | g. Final Application for Payment. |
| - | - | 5 | The following items or areas require cleaning: |
| RAK | AH | | a. Interior glazing |
| - | - | | |
| | | | **FRONT COUNTER** |
| RAK | AAL | | • Install vinyl base on secure side of counter. |
| Sovia | AH | | • Touch up paint on secure side of counter, right underneath solid surface cap (see photo 1). |
| Brin | AH | | • Provide clear sealant at all glazing butt joints. |
| RAK | AH | | • Install aluminum corner guards at all Marlite panel outside corners. |
| RAK | AH | | • Install aluminum corner guard near staff entry where the vinyl wall covering is frayed (see photo 2). |

PUNCH LIST

Project: **Cottage Grove City Hall & Public Safety Facility Front Desk Remodel**

Comm. **#252166**



Date **04/10/2026**

## Architectural

| Contractor Name | Initials | Item # | |
|---|---|---|---|
| RAK | AH | • | Install aluminum corner guard on the right side of the counter on the lobby side to provide seamless transition where the vinyl wall covering was patched in (see photo 3). |
| Brin | AH | • | Install missing glass at counter. |
| RAK | AH | • | Provide sealant at all Marlite panel inside corners. |
| RAK | AH | • | Provide missing grout at porcelain tile base near right side of counter on the lobby side (see photo 4). |
| RAK | AH | • | Provide final clean. |

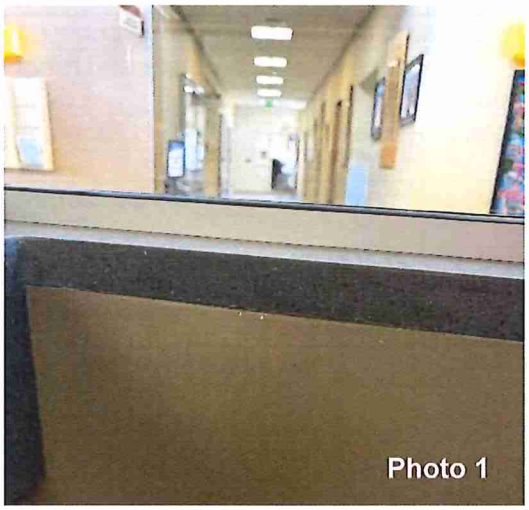
Photo 1

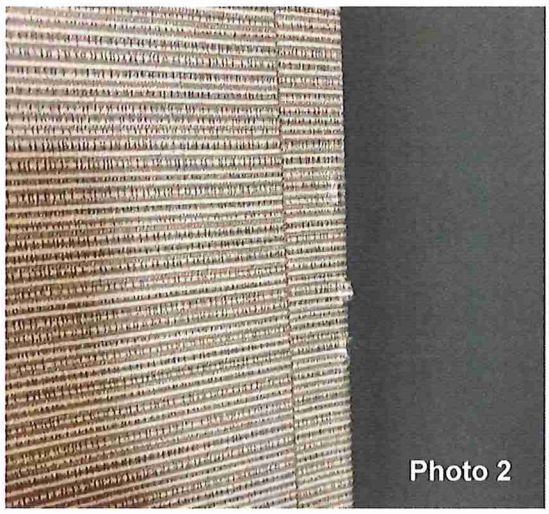
Photo 2

Photo 3

Photo 4

# City Council Action Request

# 7.EE.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Public Works |
| **Agenda Category** | Action Item |
| **Title** | Replacement of Parking Lot Lights at City Hall |
| **Staff Recommendation** | Approve the service agreement with Killmer Electric in the amount of $17,129.40 to replace the parking lot lights at the City Hall/Public Safety Building. |
| **Budget Implication** | $17,129.40 Municipal budget will cover costs. |

**Attachments**

| | |
|---|---|
| 1. | City Hall parking lot lights |
| 2. | Resolution for parking lot lights contract |
| 3. | Service Agreement |

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

**From:** Adam Moshier, Fleet and Facilities Maintenance Manager

**Date:** July 1, 2026

**Re:** Approve Replacement of the Parking Lot Lights at City Hall/Public Safety Building

---

## Background

In the approved 2026 budget, there is $14,850 to replace the City Hall/Public Safety parking lot lights. This was identified in the Facility Assessment for City Hall that was completed by Kraus Anderson in 2025.

Staff is recommending all 34 lights be replaced in the parking lot. The current drivers for each light are no longer available. The current lights are only partially working and putting out a fraction of the light. The lights would be replaced with LED and come with a 5 year warranty. Two quotes were received for this project.

| Company | Amount |
|---|---|
| Killmer Electric | $17,129.40 |
| Collins Electric | $26,692.00 |

Staff is recommending Killmer Electric for a total amount of $17,129.40.

## Budget

The budget was $14,850. The municipal budget has funds available to cover the difference of $2,279.40.

## Recommendation

It is recommended that the City Council approve the service agreement with Killmer Electric in the amount of $17,129.40 to replace the parking lot lights at the City Hall/Public Safety Building.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-098

**RESOLUTION AWARDING THE SERVICE AGREEMENT FOR THE CITY HALL/PUBLIC SAFETY PARKING LOT LIGHTS REPLACEMENT PROJECT IN THE TOTAL AMOUNT OF $17,129.40, INCLUDING THE QUOTE PLUS THE ALTERNATE**

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

WHEREAS, two companies submitted quotes; and

WHEREAS, it appears that Killmer Electric provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to Killmer Electric in the total amount of $17,129.40 which includes the quote plus the alternate.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the quote for the City Hall/Public Safety Parking Lot Lights Replacement Project is awarded to Killmer Electric in the total amount of $17,129.40 which includes the base quote plus the alternate.

Passed this 15th day of July, 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

**AGREEMENT FOR SERVICES**
City Hall Parking Lot Lights

THIS AGREEMENT ("Agreement") is made and executed this 15th day of July, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Killmer Electric, 5141 Lakeland Avenue North, Crystal, MN 55429 ("Contractor").

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

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

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

1. SERVICES.

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

        i. A proposal dated 6/22/2026, incorporated herein as Exhibit A.

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

    b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.

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

2. PAYMENT.

a. City agrees to pay Contractor $17,129.40, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

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

c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

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

4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds $175,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.

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

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

i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

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

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

7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from

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

CITY'S REPRESENTATIVE. The City has designated Adam Moshier, Fleet and Facilities Maintenance Manager, to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

10. PROJECT MANAGER AND STAFFING. The Contractor has designated Tony Reed, Project Manager, to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

11. INDEMNIFICATION.

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

    b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

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

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

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

    c. Automobile Liability Insurance, with a combined single limit of $2,000,000.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City.

The City shall be named as an additional insured on the Commercial General Liability Insurance policy.

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

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

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

Or emailed: amoshier@cottagegrovemn.gov

If to Killmer Electric
Killmer Electric
5141 Lakeland Avenue North
Crystal, Mn 55429
Attention: Tony Reed

Or emailed:treed@killmerelectric.com

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

15. RESPONSIBLE CONTRACTOR.

a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of $50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all

subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.

b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

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 Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

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

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

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

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

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

**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen, Mayor Pro Tem

By: _____
Tamara Anderson, City Clerk

Date: _____

**CONTRACTOR**

Signature: Tony Reed

Name: Tony Reed

Its: Project Manager

Date: 7/6/2006

EXHIBIT A

Industrial
Commercial
Underground

KILLMER
ELECTRIC Co., Inc.

5141 Lakeland Avenue North
Crystal, Minnesota 55429
Telephone: (763) 425-2525
Fax: (763) 424-1258

6-22-26

Adam Moshier C/O
City of Cottage Grove

Re: LED conversion at City Hall & Public Safety.

Dear Adam,

Killmer Electric Co. Inc. Proposes To:

Remove (34) Existing Light Fixtures from Poles.
Supply and Install (34) 24,000Lm (Adjustable Wattage and Color) Light Pole fixtures.

Properly Dispose of Old fixtures/Lamps.

**PRICE.....$15,301.40**

**Alternate 1:**

**Replace wiring from pole bases to fixtures.....$1,828.00**

**5-Year Parts Warranty-- 1-year Parts and Labor Warranty.**

**Excluded: Any Additional Work Not Listed Above.**
**Price Assumes Work to be Performed Between Normal Working Hours. 7:00 AM to 3:30 PM Monday – Friday.**

Thank you for the opportunity to provide a proposal on this project.
Please call with any questions or comments.

Regards,

Tony Reed
Project Manager
Killmer Electric Co., Inc.

**An Equal Opportunity Employer**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
FEDERATED MUTUAL INSURANCE COMPANY AND ITS AFFILIATES
INCLUDING PRIMARY SOURCE INSURANCE AGENCY
121 E. PARK SQUARE
OWATONNA, MN 55060

**CONTACT NAME:** CLIENT CONTACT CENTER
**PHONE (A/C, No, Ext):** 888-333-4949 **FAX (A/C, No):** 507-446-4664
**E-MAIL ADDRESS:** CLIENTCONTACTCENTER@FEDINS.COM

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: CERTAIN UNDERWRITERS AT LLOYDS LONDON | 15792 |
| INSURER B: FEDERATED MUTUAL INSURANCE COMPANY | 13935 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL, MN 55429-3556

**COVERAGES** **CERTIFICATE NUMBER: 1999** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 9104137 | 04/01/2026 | 04/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP ACC | $1,000,000<br>$100,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 9104137 | 04/01/2026 | 04/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | Y | Y | 9104139 | 04/01/2026 | 04/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 9104138 | 04/01/2026 | 04/01/2027 | [X] PER STATUTE [ ] OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | CONTRACTORS POLLUTION LIABILITY | Y | Y | CPLI02576001 | 04/01/2026 | 04/01/2027 | EACH LIMIT<br>AGGREGATE | $2,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

**CERTIFICATE HOLDER**
CITY OF COTTAGE GROVE
8635 W POINT DOUGLAS RD S
COTTAGE GROVE, MN 55016-3318
1999 0

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Foeve

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY AND ITS AFFILIATES<br>INCLUDING PRIMARY SOURCE INSURANCE AGENCY | | KILLMER ELECTRIC CO INC<br>5141 LAKELAND AVE N<br>CRYSTAL, MN 55429-3556 |
| POLICY NUMBER<br>SEE CERTIFICATE # 1999.0 | | |
| CARRIER<br>SEE CERTIFICATE # 1999.0 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 1999.0 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY HALL PARKING LOT LIGHTING PROJECT
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE SUBJECT TO THE CONDITIONS OF THE WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 60 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED ENDORSEMENT FOR CONTRACTORS POLLUTION LIABILITY. THE CONTRACTORS POLLUTION LIABILITY COVERAGE CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF SUBROGATION. INSURANCE PROVIDED BY THE CONTRACTORS POLLUTION LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.



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# City Council Action Request

# 7.FF.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Parks and Recreation |
| **Agenda Category** | Action Item |
| **Title** | Jamaica Landscaping Reduction Agreement |
| **Staff Recommendation** | Adopt Resolution 2026-096 awarding the Jamaica Landscaping Reduction project to Valdes Lawn Care & Snow Removal in the amount of $45,810.72, and authorize a service agreement between the City of Cottage Grove and the contractor. |
| **Budget Implication** | $45,810.72 from Public Landscape Initative Fund |

**Attachments**

| | |
|---|---|
| 1. | Council Memo - Jamaica Roundabout Landscaping Reduction |
| 2. | Jamaica Landscaping Reduction Resolution |
| 3. | Jamaica Landscaping Reduction Service Agreement |

Cottage Grove
Where Pride and Prosperity Meet

**To:** Honorable Mayor and City Council
Jennifer Levitt, City Administrator
**From:** Gavin Hochstetler, Management Analyst

**Date:** July 15, 2026

**Subject:** Jamaica Landscaping Reduction

---

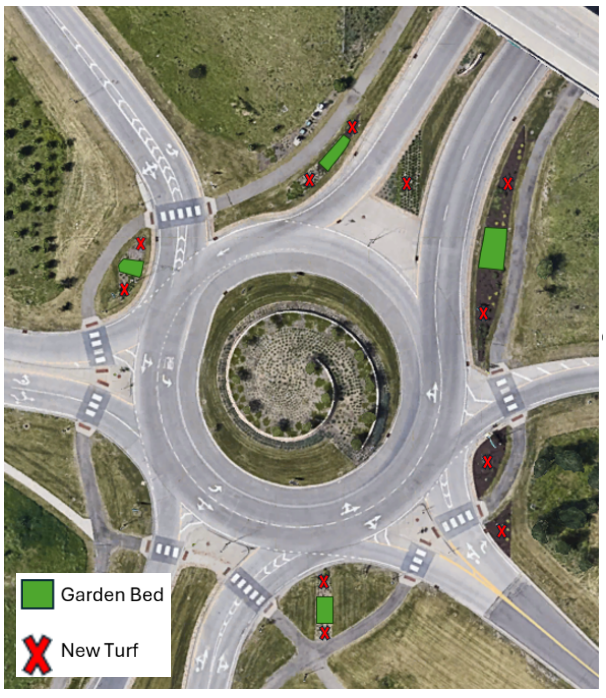
## Introduction/Background

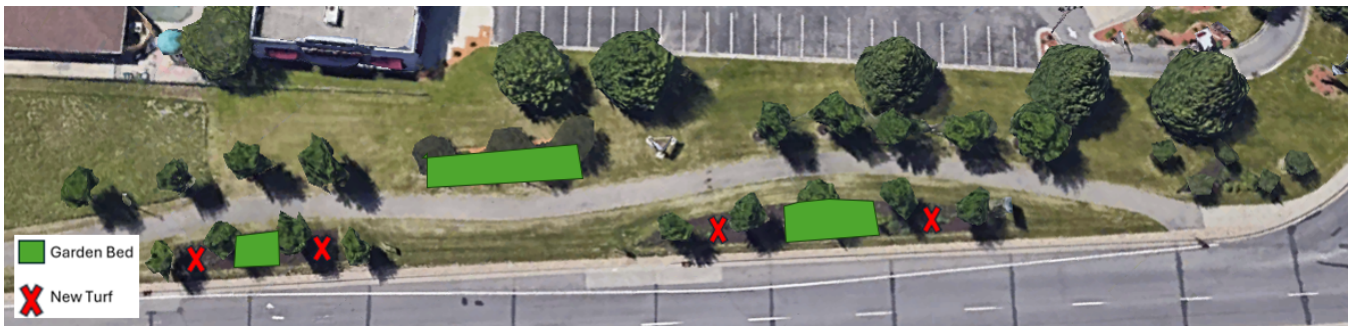
At the Strategic Planning meeting in January of 2026, Council was presented a project to reduce the amount of landscaping within high traffic areas of Cottage Grove. Direction was given to reduce the current landscaping design at the Jamaica Avenue roundabouts, which contains a high number of landscaping beds, resulting in maintenance demands that exceed available staff resources.

While the landscaping around the Jamaica Avenue roundabouts have enhanced the City's appearance, the current design has proven difficult to maintain as well as presented increased safety hazards. The large number of individual planting beds requires significant time for planting, mulching, watering and general upkeep. As a result, maintenance efforts are spread across too many landscaping areas, making it difficult to provide the level of care needed to keep all city owned beds looking presentable.

## Discussion

The Jamaica Landscaping Reduction Project will simplify the existing landscaping surrounding the two roundabouts by removing selected beds and restoring those areas with turf. The remaining landscaping beds will be reduced in size and redesigned to create a cleaner and visually attractive appearance while reducing the ongoing maintenance requirements. Visuals of how the project is planned are shown in the graphics below.






Following Council direction at the Strategic Planning meeting, staff solicited bids from two qualified landscaping contractors. The bids are shown below.

| | |
|---|---|
| **Valdes Lawn Care & Snow LLC** | $45,810.72 |
| **Natureview Landscaping Inc.** | $96,397.80 |

Staff recommend proceeding with the low quote from Valdes Lawn Care & Snow Removal.

## Staff Recommendation

Authorize resolution 2026-096 awarding the Jamaica Landscaping Reduction project to Valdes Lawn Care & Snow Removal in the amount of $45,810.72 and authorize a service agreement with Valdes Lawn Care & Snow Removal and the City of Cottage Grove.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-096

**RESOLUTION AWARDING THE JAMAICA LANDSCAPING REDUCTION AGREEMENT TO VALDES LAWN CARE AND SNOW REMOVAL, LLC, FOR $45,810.72**

WHEREAS, quotes were requested to provide the necessary work for the Jamaica Landscaping Reduction agreement according to City standards; and

WHEREAS, quotes were requested from two firms to provide the necessary work; and

WHEREAS, it appears that Valdes Lawn Care and Snow Removal, LLC, provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Parks and Recreation Director that the quote be awarded to Valdes Lawn Care and Snow Removal, LLC.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Jamaica Landscaping Reduction Agreement be awarded to Valdes Lawn Care and Snow Removal, LLC, for $45,810.72.

Passed this 15th day of July 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk

# AGREEMENT FOR SERVICES

Jamaica Landscaping Reduction Agreement

THIS AGREEMENT is made and executed this 15th day of July, 2026, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Valdes Lawn Care, 9591 60th Street North, Lake Elmo, Minnesota 55042 ("Contractor").

WHEREAS, the City has accepted the proposal of the Contractor for landscaping services; and

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

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

1. SERVICES.

    a. City agrees to engage Contractor as an independent contractor for the purpose of performing lawn and landscape services , as defined in the following documents:

        i. A proposal dated June 3, 2026, incorporated herein as Exhibit A;

    b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement. Terms of this agreement supersede those in the exhibits should there be any conflicts.

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

2. PAYMENT.

    a. City agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

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

c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. This Agreement shall expire on September 30, 2026, or upon successful completion of the Services as outlined in Exhibit A as determined by the City. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

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

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

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

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

5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor

involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

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

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

9. PROJECT MANAGER AND STAFFING. The Contractor has designated Joe Valdes and Josh Prust to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

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

    b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall

indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

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

    a. Commercial General Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;

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

    c. Automobile Liability Insurance, with a combined single limit of $2,000,000.

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

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

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

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

    Or e-mailed: ghochstetler@cottagegrovemn.gov

    If to Contractor: Valdes Lawn Care
    9591 60th Street North
    Lake Elmo, MN 55042
    Attention: Josh Prust

    Or emailed: jprust@valdeslawn.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees

of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

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

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

c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

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

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

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

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

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

**CITY OF COTTAGE GROVE**

By: _____
Justin Olsen, Mayor Pro Tem

By:_____
Tamara Anderson, City Clerk

**CONTRACTOR**

By: Joshua T. Prust Joshua T. Prust

Its: Sales Representative/ Account Manager

Date: 7.06.2026

VALDES

# City of Cottage Grove - Roundabout/Landscape Bed Renovation Project 6.2026

**CITY OF COTTAGE GROVE**
**MN**

**Sales:** Josh Prust

**Landscape Bed Renovations - City of Cottage Grove - Intersection of Jamaica and HWY 61-Enhancement**
Intersection of Jamaica and HWY 61 Cottage Grove, MN

**Est ID:** EST6321458
**Date:** Jun-03-2026

**Email:**
**Phone:**

## Landscape Bed Renovation — $28,774.91

Price to include the following;

Conversion of 13 landscape beds to turf using sod. 6 smaller landscape beds will be created within 6 existing landscape bed locations and will be replanted with new plants.

- All current steel edging will be pulled and disposed of.
- All current plants with the exception of 30 Prairie Dropseed plants will be removed and disposed of.
- 30 Prairie Dropseed plants will be transplanted into existing beds
- New landscape beds will be delineated using new steel edging.
- New landscape beds will have brown colored mulch installed after planting.
- Sod locations will be leveled with additional soil as needed.
- Plant types and quantities are listed in the line items

The customer is responsible for caring for the plants and sod, making sure to keep them well watered to ensure their survival.

| | |
|---|---|
| 15 cu.yd. | Disposal - Sod/Soil/Plants/Brush |
| 1868 ln ft | Disposal - Old Steel Edging |
| 2 Day | Skid Loader W/ Operator |
| 2 round trip | Transport - Skid Loader |
| 2 day | Equipment Charge |

| | | |
|---|---|---|
| 4 | hr | Dump Truck - Single Axle |
| 294 | lin.ft. | Steel Edging - Installed |
| 1 | ea | Plant Delivery (Metro) |
| 1 | ea | Sod Delivery (Metro) |
| 12 | cu.yd. | Brown Mulch - Installed |
| 30 | ea | Transplant Prairie Drop Seed |
| 825 | sq.yd. | Sod Installation (new sod only) - Installed |
| 8 | cy | Topsoil |
| 54 | ea | ACHILL X MOONSHINE #1 YARROW - Installed |
| 54 | ea | ACHILL MIL POMEGRANATE #1 YARROW - Installed |
| 54 | ea | ACHILL MIL NEW VINTAGE VIOLET #1 - Installed |
| 60 | ea | CALAM ACU KARL FOERSTER #1 - Installed |
| 57 | ea | HEMER RUBY STELLA #1 - Installed |
| 85 | ea | ALLIUM MILLENIUM #1 - Installed |
| 12 | ea | ARONIA MEL GLOSSY BLACK #5 - Installed |
| 20 | hr | Softscape Labor |

**Landscape Bed Renovation - 2nd locations (3 beds)** **$17,035.81**

Price to include the following;

Conversion of 3 landscape beds to turf using sod. 2 smaller landscape beds will be created within 2 existing landscape bed locations and will be replanted with new plants.

- All current steel edging will be pulled and disposed of where landscape beds are being converted into sod.
- All current plants are to be removed and disposed of.
- New landscape beds will be delineated using new steel edging.
- New landscape beds will have brown colored mulch installed after planting.
- Sod locations will be leveled with additional soil as needed.
- Plant types and quantities are listed in the line items

The customer is responsible for caring for the plants and sod, making sure to keep them well watered to ensure their survival.

| | | |
|---|---|---|
| 10 | cu.yd. | Disposal - Sod/Soil/Plants |
| 160 | lin ft | Disposal - Old Edging |
| 1 | Day | Skid Loader W/ Operator |

| | | |
|---|---|---|
| 1 | round trip | Transport - Skid Loader |
| 4 | hr | Dump Truck - Single Axle |
| 36 | lin.ft. | Steel Edging - Installed |
| 140 | sq.yd. | Sod Installation (new sod only) - Installed |
| 72 | lin ft | Limestone Rock Border - roughly 72 lin ft. |
| 96 | ea | CALAM ACU KARL FOERSTER #1 |
| 63 | ea | SCHIZ SCO LITTLE BLUESTEM #1 |
| 32 | ea | SALVIA NEM SENSATION DEEP BLUE#1 |
| 31 | ea | SALVIA LYRICAL ROSE #1 |
| 18 | ea | SALVIA NEM ROSE MARVEL #1 |
| 32 | ea | ECHINACEA SOMBRERO FIESTA ORNG#1 |
| 32 | ea | RUDBE FUL GOLDBLITZ #1 |
| 28 | ea | HEMER RUBY STELLA #1 |
| 20 | cu.yd. | Brown Mulch - Installed |
| 1 | ea | Plant Delivery (Metro) |
| 1 | ea | Sod Delivery (Metro) |
| 17.5 | hr | Softscape Labor |

| | |
|---|---|
| **Subtotal** | **$45,810.72** |
| **Taxes** | **$0.00** |
| **Estimate Total** | **$45,810.72** |

# City Council Action Request

# 7.GG.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Administration |
| **Agenda Category** | Action Item |
| **Title** | Dowdle Puzzle Sales Contract |
| **Staff Recommendation** | Approve the new Professional Services Agreement with Dowdle Studios, LLC authorizing online sales assistance for the remaining inventory of City of Cottage Grove jigsaw puzzles. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | Dowdle Puzzle sales contract_staff report_7-14-2026 AA |
| 2. | Agreement for Professional Services_Dowdle Puzzle (Cottage Grove) 7-14-26 |

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

**FROM:** Nate Carlson, Economic Development Manager

**DATE:** July 14, 2026

**RE:** Dowdle Puzzle Sales Contract Approval

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## Background

On December 12, 2023, the Economic Development Authority (EDA) entered into an agreement with Dowdle Studios LLC for the creation of a custom Cottage Grove folk-art painting and the purchase of 3,000 retail jigsaw puzzles (1,000 count of 500-piece puzzles and 2,000 count of 1,000-piece puzzles). The project was intended to chronicle our community's rich history as part of the "Land That I Love" tour, with puzzle sales at local events and festivals serving as a cost-recovery model.

## Discussion

As of July 1, 2026, the EDA has sold 486 of 500-piece puzzles and 928 of 1,000-piece puzzles for a total revenue in sale proceeds of $40,000 since 2024. Total costs of the puzzle project as of July 1, 2026, are $122,300. Total remaining sales need for recovery of the initial investment would be $82,300.

Puzzles have been sold through the City's online sales platform, at City events, and by direct marketing through the City's social media sites. To maximize engagement, staff has executed an aggressive and creative promotional strategy since the project's launch. Community-wide activations included featuring a 10-foot life-size copy of the puzzle for residents to sign at both the 2024 Cottage Grove Food Truck Festival and Hometown Holiday. The Recreation Department also hosted a highly successful, sold-out "Puzzle Frenzy" puzzle completion tournament, where interest was incredibly high and every competing team got to take their puzzle home.

Digital and social media pushes have been heavily leveraged to drive revenue during peak seasonal timelines. Staff ran a "cozy winter gift" campaign for the holiday season, as well as a Black Friday promotional window from November 25–30 offering buyers a chance to win a signed puzzle. Staff also executed a targeted graduation promotion twice, offering a signed puzzle with a purchase during a specific timeframe as a high school graduation gift. A major highlight of these promotional efforts was bringing Eric Dowdle himself back to Cottage Grove for the 2025 Strawberry Fest, where he rode in the parade and interacted with residents at the city booth to sign puzzles. Staff collaborated directly with Dowdle to cross-promote this appearance on his own established social media platforms, generating significant regional excitement.

While a substantial portion of the inventory has been successfully distributed through these efforts, the EDA currently retains 514 of the 500-piece and 1,070 (2 are damaged) of the 1,000-piece jigsaw puzzles. Staff is recommending the EDA shift to a new sales strategy to maximize cost recovery and extend the promotional reach of this project beyond local channels. Following

conversations with Eric Dowdle, staff negotiated a new Professional Services Agreement to leverage Dowdle Studios' established, national e-commerce platform.
Under the terms of the new agreement, the project will transition to the following operational structure:

- **Online Marketplace Hosting:** Dowdle Studios will list all remaining Cottage Grove jigsaw puzzles for sale directly on their corporate website.
- **Order Fulfillment Logistics:** When a puzzle is purchased online, Dowdle will immediately provide City staff with the buyer's information and a pre-paid (by Dowdle Studios) shipping label covering the full cost of shipping.
- **City Responsibility:** City staff will remain responsible for the physical packaging and shipping of the puzzle once the notification and label are received.
- **Revenue Structure:** Dowdle will pay the EDA $15.00 for every puzzle sold through their website. The City will submit itemized bills to Dowdle on a monthly basis, with payments due within 15 days of receipt.
-

The agreement will remain in effect until all remaining inventory in the City's possession is successfully sold or until either party terminates the contract via a standard 30-day written notice. Furthermore, the City of Cottage Grove explicitly maintains its perpetual, irrevocable license to use the folk-art imagery for ongoing marketing and promotional purposes.

### Recommendation

Approve the new Professional Services Agreement with Dowdle Studios, LLC authorizing online sales assistance for the remaining inventory of City of Cottage Grove jigsaw puzzles.

# 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 South, Cottage Grove, Minnesota 55016, ("City") and Dowdle Studios, LLC, 1280 West 200 South, Lindon, Utah 84042 ("Dowdle").

WHEREAS, on December 12, 2023, the Cottage Grove Economic Development Authority ("EDA") and Dowdle entered into an agreement for the EDA to purchase three thousand (3,000) jigsaw puzzles from Dowdle depicting certain people, places and events within the City of Cottage Grove; and

WHEREAS, there are a number of unsold jigsaw puzzles and desires for Dowdle to assist in the sale of the remaining jigsaw puzzles 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 Dowdle as an independent contractor for the purpose of performing certain services ("Services"), as defined as follows:

        i. Dowdle shall post for sale on its website all remaining five hundred (500) and one thousand (1,000) piece jigsaw puzzles in the possession of the City which depict the people, places and events in the City of Cottage Grove ("Puzzles") that were purchased under the December 12, 2023, Service Agreement and as depicted in Exhibit A.

        ii. Upon the purchase of one of the Puzzles from the Dowdle website, Dowdle shall immediately inform the City of the sale and provide the City with the name and address of the purchaser and a shipping label covering the full cost of shipping the Puzzle(s) to the purchaser. Dowdle may transmit the information required under this subdivision to the City by email to the individual and address identified under Section 11 herein.

        iii. Once the City has received a sale notification, purchaser information and shipping label from Dowdle pursuant to Section 1(a)(ii), City shall be responsible for shipping the Puzzle(s) to the purchaser.

    b. Dowdle agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Dowdle represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services.

2. PAYMENT.

    a. Dowdle shall pay the City fifteen dollars ($15.00) for every Puzzle sold pursuant to this Agreement.

    b. City shall submit an itemized bill to Dowdle on a monthly basis depicting the number of Puzzles sold and the amount owed to the City. All bills submitted to Dowdle by the City shall be paid within fifteen (15) days of receipt. Any amount not paid by Dowdle within fifteen (15) days of receipt of the itemized bill, absent any good faith dispute regarding the amount due, will be subject to a late charge in the maximum amount allowed under applicable law. Such interest shall accrue from the day after the date on which payment is due up to and including the date on which payment is received by City.

3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall remain in effect until all the Puzzles in the possession of the City are sold or the Agreement is terminated pursuant to Section 4 herein, whichever occurs first.

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 11 of this Agreement.

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

    c. Removal from Dowdle Website. If either party exercises its right to terminate this Agreement under Section 4(a) or (b) above, Dowdle shall immediately remove the Puzzles from its website as being for sale, but shall continue to process any purchases made prior to the date of termination, which shall include providing the City with the information required under Section 1(a)(iii) above to ship the purchased Puzzle(s).

5. PERPETUAL LICENSE. City shall maintain a perpetual and irrevocable license to use the images contained within the Puzzle to market and advertise at the City's discretion. This license, as established under the December 12, 2023, Services Agreement between Dowdle and the EDA, shall survive the term of this Agreement.

6. STANDARD OF CARE. In performing its Services, Dowdle 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 Dowdle's undertaking herein or its performance of Services.

7. DELAY IN PERFORMANCE. Neither City nor Dowdle 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 Dowdle 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. Dowdle 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. Dowdle has designated Eric Dowdle 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. Dowdle may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

    a. Dowdle 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 Dowdle and City, they shall be borne by each party in proportion to its own negligence.

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

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

    If to City: City of Cottage Grove

12800 Ravine Parkway South
Cottage Grove, MN 55016
Attention: Jennifer Levitt

Or emailed: jlevitt@cottagegrovemn.gov

If to Dowdle: Dowdle Studios, LLC
1280 West 200 South
Lindon, UT 84042
Attention: Eric Dowdle

Or emailed: hello@dowdlestudios.com

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

13. 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 Dowdle of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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

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

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

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

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

**CITY OF COTTAGE GROVE**

_____
Justin Olsen, Acting Mayor

_____
Tamara Anderson, City Clerk

Date: _____

**DOWDLE STUDIOS, LLC ("DOWDLE")**

Signature: _____

Name: _____

Its: _____

Date: _____

# EXHIBIT A

# City Council Action Request

# 8.A.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Finance |
| **Agenda Category** | Action Item |
| **Title** | Approve Disbursements |
| **Staff Recommendation** | Approve disbursements from 06-16-2026 through 07-09-2026 in the amount of $6,580,972.67. |
| **Budget Implication** | N/A |

**Attachments**

| | |
|---|---|
| 1. | Expense Approval Report 7-15-2026 Council Meeting |
| 2. | Payroll Check Register 7-15-2026 Council Meeting |
| 3. | UB Check Register 7-15-2026 Council Meeting |

# City Council Action Request

# 9.A.

| | |
|---|---|
| **Meeting Date** | 7/15/2026 |
| **Department** | Finance |
| **Agenda Category** | Action Item |
| **Title** | Property Tax Abatement for a portion of the 2026A General Obligation Bonds |
| **Staff Recommendation** | 1) Hold the public hearing for property tax abatements in connection with the bond issuance for the Oltman Park Improvements. 2) Adopt Resolution 2026-095, approving the property tax abatements. |
| **Budget Implication** | $1,880,000 in bond principal. The bond principal and interest payments are included in the financial management plan. |

**Attachments**

| | |
|---|---|
| 1. | Memo Hold PH for 2026A Abatement Bond |
| 2. | Resolution 2026-095 Approving Property Tax Abatements |

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

**From:** Brenda Malinowski, Finance Director

**Date:** July 15, 2026

**Subject:** Public Hearing -Consider Property Tax Abatements in connection with the issuance of tax abatement bonds for the purpose of financing the improvements at Oltman Park.

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## INTRODUCTION

Funding is necessary to finance expenditures for the 2026 Pavement Management project, equipment, and the Oltman Park improvement project. The funding was identified in both the 2026-2030 Capital Improvement Plan and the Financial Management Plan. Since the park project will be financed with abatement bonds, a public hearing must be held for the issuance of these bonds.

## DISCUSSION

The 2026A bonds will be repaid with special assessments (pavement management), and future property tax levies (portion of pavement management, equipment, and park improvements).

Since the Oltman Park project will be issued under the tax abatement process, a public hearing for that portion of the bond issue ($1,880,000) is necessary. Cities have the authority under Minnesota Statute 469 to issue abatement bonds. In order to grant tax abatement, the City is required to hold a public hearing on the amount of the abatement to be granted, identify the properties from which they will abate the City's portion of the taxes, and describe the public purpose in order to grant the abatement. This is the same process that was used in 2023 for the issuance of bonds for the Glacial Valley Park building.

## ACTION REQUESTED

1. Hold the public hearing for property tax abatements in connection with the issuance of tax abatement bonds for the purpose of Oltman Park project.
2. Adopt Resolution 2026-095, Approving the property tax abatements.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2026-095

**RESOLUTION APPROVING PROPERTY TAX ABATEMENTS**

WHEREAS, the City Council (the "Council") of the City of Cottage Grove, Minnesota (the "City"), proposes to approve tax abatements to finance the costs related to improvements to Oltman Park (the "Project"). The City proposes to use the abatement for the purposes provided for in the Abatement Law (as hereinafter defined), including the Project. The proposed term of the abatement will not exceed 15 years in an amount not to exceed $1,880,000. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property described by tax parcel identification numbers in the table below (the "Tax Abatement Property"); and

| | |
|---|---|
| 07.027.21.44.0023 | 08.027.21.32.0033 |
| 07.027.21.44.0024 | 08.027.21.33.0011 |

WHEREAS, on the date hereof, the Council held a public hearing on the question of the Abatement (as hereinafter defined), and notice of said hearing (the "Public Hearing Notice") was published in a newspaper of general circulation in the City at least once more than ten days but less than 30 days before the hearing; and

WHEREAS, the Council proposes to issue its general obligation abatement bonds in an amount not to exceed $1,880,000 to finance the Project; and the Abatement will be pledged to payment of the Bonds; and

WHEREAS, the Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Law").

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

1. Public Hearing Notice. The Council hereby ratifies the actions of the City Clerk in causing the publication of the Public Hearing Notice to be published in the City's official newspaper as required by law.

2. Findings for the Abatement. The City Council of the City of Cottage Grove, Minnesota hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.

(b) Granting the Abatement is in the public interest because it will:

(i) provide or help acquire or construct public facilities;

(ii) help provide access to services for residents of the political subdivision;

(iii) finance or provide public infrastructure;

(c) The Tax Abatement Property is not and will not be located in a tax increment financing district during the Abatement period.

(d) In any year, the total amount of property taxes abated by the City by this and other existing abatement resolutions, shall not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or $200,000, whichever is greater (the "Abatement Limit"). The City may grant other abatements permitted under the Abatement Law after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for up to 15 years anticipated to commence for the taxes levied in 2027 and payable in the year 2028. The City reserves the right to modify the commencement date, but the abatement period shall not exceed 15 years.

(b) In accordance with Section 469.1815 of the 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 resolution.

(c) The City will abate the City's share of property tax amount which the City receives from the Tax Abatement Property, cumulatively not to exceed $1,880,000.

(d) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

Passed this 15th day of July, 2026.

_____
Justin Olsen, Mayor Pro Tem

Attest:

_____
Tamara Anderson, City Clerk