



COTTAGE GROVE CITY COUNCIL

January 17, 2024

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 Retirement Presentation - Kevin Zittel
Staff Recommendation: Receive Kevin Zittel's retirement presentation honoring 30 years of service.
 - B Capture Cottage Grove Photo Contest Winners
Staff Recommendation: Receive presentation on the Capture Cottage Grove Winners.
- 7 Consent Agenda
 - A Economic Development Meeting Minutes - December 12, 2023
Staff Recommendation: Approve the December 12, 2023, Economic Development Meeting Minutes.
 - B Appointment of Election Judges - 2024 Presidential Nomination Primary
Staff Recommendation: Approve Resolution 2024-010 and the appointment of the election judges listed in Exhibit A for the Presidential Nomination Primary on March 5, 2024, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.
 - C Massage Therapist License - Mary Seifert
Staff Recommendation: Authorize issuance of a Massage Therapist license to Mary Denise Seifert for use at Whole Health Massage of Cottage Grove, 8800 East Point Douglas Road So.
 - D 2024 Legislative Agenda
Staff Recommendation: Adopt the 2024 Legislative Agenda.
 - E Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - F Lumbermen's Inc. – Outdoor Storage
Staff Recommendation: Adopt Resolution 2024-004 approving the Conditional Use Permit allowing for the outdoor storage of materials incidental to the principal use at 7601 100th Street South.
 - G Enhanced Sweeping Program Agreement with SWWD
Staff Recommendation: Approve the Enhanced Sweeping Program Agreement with SWWD and accept the CCIP grant in the amount of \$153,000 to cover 50% of the costs to replace the existing Elgin sweeper.

- H Summer's Landing 5th Addition-Change Order # 1 & Final Payment
Staff Recommendation: Approve Change Order #1 and adopt resolution 2024-011 approving the final payment of \$93,367.59 for the Summers Landing 5th Addition project.
- I 2024 Pavement Management – Approve Feasibility Report, Call for Public Improvement Hearing, and Authorize Preparation of Plans and Specifications
Staff Recommendation: Adopt Resolution 2024-008 approving the Feasibility Report, establishing a February 7, 2024, Public Hearing Date, and authorizing the preparation of Plans and Specifications for the 2024 Pavement Management Project.
- J South District Street & Utility Improvements – Phase 2: Approve Plans & Specifications and Establish Bid Date
Staff Recommendation: Adopt Resolution 2024-009 approving the plans and specifications and establishing a February 8, 2024 bid date for the South District Street & Utility Improvements – Phase 2.
- K Call for the sale of the 2024A Bonds
Staff Recommendation: Adopt Resolution 2024-12, Calling for the sale of the \$18,205,000 General Obligation Bonds, Series, 2024A.
- L Trackless Vehicle Financing with Equipment Certificates
Staff Recommendation: Approve the financing of a trackless vehicle through equipment certificates.
- 8 Approve Disbursements
 - A Approve Disbursements
- 9 Public Hearings
 - A Roers Companies Cottage Grove Multi-Family Development
Staff Recommendation: 1) Adopt Resolution 2024-005 approving the purchase agreement for Outlots A, C, and D to Roers Cottage Grove Apartments LLC. 2) Adopt Resolution 2024-006 approving the preliminary plat and final plat for Camel's Hump Addition. 3) Adopt Resolution 2024-007 approving the planned unit development and site plan review for a 144-unit, six-story mixed-income multi-family apartment building located at 6850 East Point Douglas Road South. 4) Hold the public hearing for modification to Development Program for Development District No. 1 to include the establishment of Tax Increment Financing District No. 1-21 (Roers). 5) Adopt Resolution 2024-013 approving a modification to the Development program for Development District No. 1 and adopting a Tax Increment Financing Plan for Tax Increment Financing District No. 1-21 (Roers). 6) Authorize the contract for private development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC.
- 10 Bid Awards
- 11 Regular Agenda
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
- 14 Workshops - Closed to Public
- 15 Adjournment



City Council Action Request

6.A.

Meeting Date	1/17/2024
Department	Administration
Agenda Category	Action Item
Title	Retirement Presentation - Kevin Zittel
Staff Recommendation	Receive Kevin Zittel's retirement presentation honoring 30 years of service.
Budget Implication	N/A
Attachments	None



City Council Action Request

6.B.

Meeting Date 1/17/2024

Department Communications

Agenda Category Presentation

Title Capture Cottage Grove Photo Contest Winners

Staff Recommendation Receive presentation on the Capture Cottage Grove Winners.

Budget Implication

Attachments

1.	2023 Photo Contest Memo
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TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Jaime Mann, Interim Communications Manager

DATE: January 11, 2024

RE: 2023 Capture Cottage Grove Annual Photo Contest

Background

We all know that Cottage Grove is a beautiful place to live and that many of our residents are talented, creative individuals. We wanted to showcase that beauty and talent from our community by once again hosting our annual Capture Cottage Grove photo contest.

Capture Cottage Grove has been an annual tradition spanning at least a decade. It has been a popular contest and something that many staff look forward to voting on each year.

We wrapped up 2023 with our photo contest which started on Nov. 20 and ran through Dec. 4. The City of Cottage Grove promoted this contest through its various communication channels including social media and the Cottage Grove Reports. Photo submissions were organized by the communications team and sent to city staff, who voted for their favorite in each category. City staff were asked to look for images that represent each category well.

All photos considered for judging were taken within the city limits in the year 2023. Participants submitted photos along with their title in one of four categories. The categories for 2023 included Life in Cottage Grove, Business in Cottage Grove, Cottage Grove Parks or Landmarks, and Cottage Grove Celebrations or Events.

This is the breakdown of how many submissions we received per category:

- **Life in Cottage Grove:** 28 photos accepted for submission.
- **Business in Cottage Grove:** 4 photos accepted for submission.
- **Cottage Grove Parks or Landmarks:** 41 photos accepted for submission.
- **Cottage Grove Celebrations or Events:** 5 photos accepted for submission.

Category Winners

59 staff members voted in this year's Capture Cottage Grove photo contest. It was a blind vote, so staff only saw the photo and the name given by the photographer to the photo. The following photos and photographers are the winners in each category:

- **Life in Cottage Grove:** *On Cloud 9* by Michelle Wind
- **Business in Cottage Grove:** *Tank's Family Farm* by Isaac Pavek
- **Cottage Grove Parks or Landmarks:** *Fall Bliss* by Isaac Pavek
- **Cottage Grove Celebrations or Events:** *Cooling Off With Sparky* by Gwen Martin

Photos

Life in Cottage Grove: *On Cloud 9* by Michelle Wind



Business in Cottage Grove: *Tank's Family Farm* by Isaac Pavek



Cottage Grove Parks or Landmarks: *Fall Bliss by Isaac Pavek*



Cottage Grove Celebrations or Events: *Cooling Off With Sparky by Gwen Martin*





City Council Action Request

7.A.

Meeting Date	1/17/2024		
Department	Economic Development		
Agenda Category	Action Item		
Title	Economic Development Meeting Minutes - December 12, 2023		
Staff Recommendation	Approve the December 12, 2023, Economic Development Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>12-12-2023 EDA Meeting Minutes (1)</td></tr></table>	1.	12-12-2023 EDA Meeting Minutes (1)
1.	12-12-2023 EDA Meeting Minutes (1)		



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

FROM: Gretchen Larson, Economic Development Director

DATE: January 17, 2024

RE: Economic Development Meeting Minutes - December 12, 2023

Discussion

It is a requirement that meeting minutes from any commission or board meeting be presented to the City Council for review and approval. Please see attached minutes from the Economic Development Authority Meeting on December 12, 2023.

Recommendation

Approve the December 12, 2023, Economic Development Meeting Minutes.

Attachments

1.	12-12-2023 EDA Meeting Minutes (1)
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CITY OF COTTAGE GROVE

ECONOMIC DEVELOPMENT AUTHORITY

MINUTES Economic Development Authority (EDA) Meeting December 12, 2023

Pursuant to due call and notice thereof, a meeting of the Economic Development Authority was held on the 12th day of December 2023, at 7:30 a.m.

CALL TO ORDER

The meeting was called to order at 7:30 a.m. by EDA President Bailey.

ROLL CALL

Assistant Mann called the roll: EDA President Bailey-Here; EDA Member Carey-Here; EDA Member Jean-Baptiste-; EDA Member Myers-Here; EDA Member Scott-Here; EDA Member Tschida-Joined meeting after Roll Call, approximately 7:34 a.m.

Members Present: Myron Bailey, EDA President
Chris Carey, EDA Member
Dan Myers, EDA Member
Sandi Scott, EDA Member
Thomas Tschida, EDA Member

Members Absent: Obed Jean-Baptiste, EDA Member
Tony Khambata, EDA Vice President

Staff Present: Jennifer Levitt, City Administrator
Gretchen Larson, Economic Development Director
Brenda Malinowski, Finance Director
Jaime Mann, Assistant to the City Administrator/Interim Communications Manager
Emily Schmitz, Community Development Director
Alexa Anderson, Project Specialist

Others Present: Robert Hunden & Cassidy Sutton, Hunden Partners (via Zoom)
Stacie Kvilvang, Ehlers, Inc.

APPROVAL OF MINUTES

3.1 Approval of August 29, 2023 EDA Meeting Minutes

EDA Member Myers made a motion to approve the August 29, 2023 EDA Meeting Minutes. Motion was seconded by EDA Member Scott. Motion passed unanimously (4-to-0 vote). Note: EDA Member Thomas didn't vote on this item, as he had just arrived.

BUSINESS ITEMS

4.1 Economic Development Update/Business Inquiry

Gretchen Larson, Economic Development Director, reviewed the Beige Book Report: Employment: Employment grew modestly since the last report. Labor demand was positive overall, but somewhat lower than earlier in the year. Price pressures: Increased modestly and fewer than a quarter of firms responding to a business conditions survey indicated that prices charged to customers increased from the month prior. Worker Experience: In a recent survey, almost half of employed respondents expressed satisfaction with their current job, wages, and company culture. Consumer spending: Was flat since the last report, and sales tax receipts were flat month over month and year over year. General and Real Estate Construction: Both sectors report that activity was flat overall. Manufacturing: Activity decreased slightly with respondents reporting decreased orders relative to the previous month and further expectations for decline. Minority and Women-Owned Businesses: Activity was balanced overall with roughly even shares of respondents reporting higher, unchanged, or lower sales. Profit margins were lower for more than half the respondents while capital expenditures edged higher.

We saw today that the Feds are likely to not increase interest rates and inflation is cooling, so we're hoping in 2024 everything turns around and maybe some of that interest rate comes down, as well as the construction costs.

Project Updates: Hohenstein's: Foundation work is completed and erection of exterior wall panels is underway. Glacial Valley Park: A Temporary Certificate of Occupancy was issued, while waiting for exterior finishing material. So, this project is almost done. Dunkin'/Baskin Robbins: The trade work continues on the buildout. The View Apartments: Temporary Certificate of Occupancy has been issued as work continues. The builder has replaced the material on the lower level with stone veneer. Chase Bank: Plans have been approved. The Community Development team is waiting on a cross parking agreement from Kohl's. O2B Kids: Civil work and the construction of the retaining wall is underway. RJ Schinner: A Temporary Certificate of Occupancy has been issued.

Director Larson stated Emily Schmitz, Community Development Director, would be happy to answer any questions about these projects.

EDA President Bailey stated he's seen the change on the brick on The View Apartments, and it looks amazingly better, so nice job getting that done.

4.2 Report from Hunden Partners - Arena Market Implications Study Findings

Director Larson stated just as a reminder to some, as she didn't think EDA Member Tschida was on the Board at the time, the City, the Shoppes developer (which is the 73 acres adjacent to Walmart), and Hunden Partners met at ICSC in May 2023. We had discussions about the development of the property and the feasibility of potentially a stadium venue at the property. With all large projects, in order to make an assessment of whether or not that would be true, the EDA approved that we engage the services of Hunden Partners for a Phase 1 Arena Market Implications Study. The cost for the study was \$20,000. Today, Rob Hunden and Cassidy Sutton are going to be on your screen explaining the findings of their report to the Board and then answering any questions that you have; once that's done, we'll have a recommendation for you.

Robert Hunden, C.E.O. of Hunden Partners, greeted the EDA. He introduced Cassidy Sutton, and stated she will be giving the report.

Rob stated it was smartly decided by all of you to have a two-phased approach to the analysis: Phase 1 was an eye-level view of the market to understand if there's enough opportunity to continue pursuing a deeper dive market and financial feasibility study, with all the bells and whistles. Phase 1 was completed, and we actually did a lot more supply-and-demand analysis in this first phase than we were probably scoped to do because we wanted to be sure of our conclusions before we reported this to you. He thought the Board did the right thing by breaking this up into phases. He turned it over to Cassidy to give the results, and said he'd chime in if necessary.

Cassidy stated she'd first provide a brief background on how we got to our results. We first looked into those two main event opportunities that usually generate a large majority of activity for an arena: The first was sporting events, which often aids in providing that consistent activity for the arena through an anchor tenant, like the Minnesota Wild at Xcel. The second component is usually live entertainment, such as concerts and family shows, and that really helps to fill those remaining calendar dates for an arena. Both of these components are crucial in order for an arena to be financially feasible.

So, looking first into that live entertainment sector, those concerts and family shows, what might work from a market perspective as a whole might not necessarily work for the project to space out its characteristics. Throughout our conversations with event promoters, it was determined that the market is satisfied with its current supply of venues. There is essentially no unsatisfied demand in the Minneapolis market from a concert perspective. The Armory is the main host facility for all of those midsize concerts. Given Cottage Grove's further southeast location in the market, it would especially struggle in attracting those new events. For family shows, despite there being market opportunity, that preferred capacity of these venues, which is around 12,000, is too high considering that small amount of calendar dates that these events would actually sell.

Looking into that second bucket for arenas, which is sporting events, minor junior league hockey was the first anchor tenant opportunity that we analyzed. With there being such a limited prevalence of minor league and Tier 1 and Tier 2 junior league teams in Minnesota, it was determined that there is market opportunity for both of these. However, given the minor league's high operating budget and high-capacity requirements, junior league hockey is essentially the only league that would work for more of a project perspective. For youth and high school hockey, demand for this is heavily based on just local needs of associations. The Cottage Grove Hockey Association already heavily controls that prime ice time that you see at the Cottage Grove Ice Arena, but the high school hockey teams in the past have voiced a desire for a new facility with dedicated locker rooms.

However, as you go into our implications, to kind of sum this up, in order to prevent impacting current performance at the Cottage Grove Ice Arena, the amount of prime ice time that would need to be utilized for those high school teams at the end of the day just isn't sufficient enough to support that new arena. There is opportunity for a Tier 1 junior league hockey team, which would really be that main golden ticket item if the arena were to be developed. Given that there is limited opportunity from more of an entertainment perspective, which is really essential in filling those remaining calendar dates, ultimately the venue couldn't be supported financially to cover those operational expenses.

So, those are just the main findings that we had, just a brief summary of what we conducted. She wasn't sure if Rob had any other concluding thoughts.

Rob stated Cassidy summed it up well. Obviously, there's a much bigger study here than what we showed you today, but we really looked at those key legs of the stool and two things were actually pretty surprising to us: 1) That the concert and entertainment market is currently so well

accommodated by so many amazing venues around the marketplace. In order to get something that isn't yet in the market of a size that would make any sense, like Disney on Ice, you'd have to build something quite large and expensive. So, that's a tougher hill to climb. 2) The fact that in such an ice and hockey-crazy region of the country, of course you have the Wild, but you don't have any smaller minor league or even junior hockey league teams and facilities around the market, which is absolutely surprising. There could be an opportunity for that, but again, that comes with a pretty high cost; if you aren't able to fill the calendar with concerts and family shows, in addition to having a minor league tenant, that's not necessarily going to be a full venue, a very occupied venue. So, it didn't make sense to really move forward, we don't believe, if you can't really fill the facility.

He stated one aspect of this that we didn't cover but we know to be true and would come out in the next Phase, which he thinks kind of helped us underscore where we ended up, is the fact that these ventures are not profitable; these aren't commercial venues, these are things that cities pay for, and so, they're very expensive, they can easily be \$100 million. With that, even though that wasn't part of our analysis, as that comes down to more of the financial viability aspect of it, we received some indications during our initial work that suggested that it would be unlikely that the City would get behind a venture that didn't have a strong confidence of success and probably get behind a \$50-\$100 million project.

Rob said that's just something, that looking around the corner in the future, seemed like maybe not a good idea to continue spending money on this analysis if it wasn't going to be successful.

EDA President Bailey thanked both of them for doing the study. He knows that what they just shared was pretty much a theme from the Council; we were interested in the concept and to see if the belief was there was some opportunity out there on the East Side metro. For the EDA Members who are here, and some were not when this first got kicked off, there is a particular developer that is looking at developing what we call the Shoppes at Cottage View, on the former drive-in theater site. One of the options that they were looking at was some type of a stadium or an arena that they would then supplement with restaurants, hotels, etc. around that. They've done a few around the country, but we were a little concerned, and it sounds like the validation is what they just shared with us; there is some demand, but it's certainly not to the level of where the City of Cottage Grove would be able to say that this was a financial way for us to move forward. He thought it was good to do the study to give us an idea; that study is our study, so, we have that for the future. Also, just coming off a failed referendum question for a Community Center a couple years ago, he thought that was about \$46 million, to have the City now say that we're going to fund a stadium for \$50-\$100 million was probably highly unlikely in this particular case.

EDA President Bailey asked if any of the Board Members had any questions for them but none were asked.

EDA President Bailey thanked them again for providing the data; this is honestly what we needed to understand what the next phase would be, both for us as well as the developer. Maybe at some point in time down the road we'll be talking with you again.

Rob stated very good, thank you so much for the opportunity to work on this with you. We'll be happy to be of service in the future; they work on all kinds of compelling, game-changing, transformative, place-making project assessments and advisories. Those include hotels, conference centers, arenas, or mixed-use districts, anything like that that could be a gamechanger for you, so feel free to give us a call.

Recommendation: By motion, Receive the report from Hunden Partners, as presented.

EDA Member Scott made a motion to receive the report from Hunden Partners, as presented. Motion was seconded by EDA Member Tschida. Motion passed unanimously (5-to-0 vote).

4.3 Housing and Redevelopment Authority (HRA) Levy

Brenda Malinowski, Finance Director, stated we do not have any action that you need to take on this; this is information because your next item, your 2024 calendar, is why we're doing this today. She stated Stacie Kvilvang from Ehlers is here today, and she will discuss some of the reasons and differences between EDA and HRA levies. Ehlers helps us not only with bonding, when we issue bonds for our pavement management projects, but they also help us with our Tax Increment Financing (TIF) Districts, our certifications and decertifications. Something that they helped us with this year was a ten-year Financial Management Plan (FMP). We did the FMP with the City Council earlier this year, and we looked out ten years for the City for our operational needs, our debt needs, our capital needs, and then we also looked at property tax impacts. So, we not only looked at our General Fund, which is our chief operating budget, but we also looked at other funds, such as our EDA. Right now, we have a small portion of our property tax levy that goes for EDA activities; for 2023, it's about \$125,000. As we looked at the FMP, we realized that we have just over two fulltime employees (FTEs) who do EDA activities, and we weren't covering the full amount of their salaries. So, for next year, for 2024, we're increasing it to about \$250,000. Also, the City Council had a consensus to start doing a higher property tax levy for EDA and redevelopment activities in the City. One of the ways that we can do this is not only with the EDA Levy but also the HRA Levy. So, that's why we have Stacie here to discuss the advantages of those two levies.

Stacie Kvilvang gave a little background for the commissioners, as she wasn't sure how long each of them had been an EDA Member. Essentially, you are an Economic Development Authority and you also have Housing and Redevelopment Authority powers. That's pretty common; its one body that has both powers, which is great, you get to do it all: Business development, Housing and Redevelopment. Many cities have an EDA with EDA powers and an HRA with separate powers, and two Boards. Cottage Grove has combined them into one, which is actually great, and it's actually a little more convenient because eventually you're coming together on your policies and recommendations that align more closely with the City Council.

As Director Malinowski stated, we've been talking about the EDA Levy vs. the HRA Levy. The difference between the two is basically there's a statutory amount that you can generate for both of those, but you're restricted in what you can actually use those dollars for. An EDA Levy is a levy that the EDA does, the City does on your behalf; with that, it's not as transparent because it just comes into the overall City levy, so there's nothing that's separated on the tax bill for residents or others.

Stacie stated the HRA Levy is a little bit different. You, as an EDA, can approve that HRA Levy on your own, but the City Council has to give final authority on it. The nice thing about that is its listed separately on the tax bill; residents, when looking at their tax bill, will see City of Cottage Grove, Washington County, the School District, and then they'll also see an HRA Levy and/or other taxing jurisdictions that are listed.

Part of the discussion when we were working with the Council on the long-range FMP wasn't only just about what they should be levying, as in EDA, for all your Economic Development, Housing and Redevelopment opportunities, but where is the transparency? Is it better to do one over the other? We'll talk a little bit about that.

Stacie stated the EDA maximum levy calculation is about \$1.1 million; an HRA maximum levy calculation is \$1.1 million. Again, they're very similar in the formulas and the amount that you can generate.

As an EDA, because you have HRA powers, you could levy both. So, let's say the City says let's go to the maximum; you could levy \$2 million into your budget to do all kinds of Economic Development and Housing and Redevelopment. That doesn't make practical sense, because Cottage Grove doesn't spend \$2 million a year on that. So, the biggest expenditure that we find with EDAs and HRAs is staff time, which is appropriate. You're charging staff time, either Director Larson's time, the City Manager's time, Planning and Economic Development's time, to that. Right now, it's at \$125,000, and we're increasing that \$250,000, as Director Malinowski had stated, because you weren't even covering salary costs. So, what's happening is that your EDA Fund is starting to decline because you're eating into that Fund Balance, as you're not levying enough for staff. Stacie stated the plan over the next ten years is to start to increase that levy, and eventually get it up to that \$1.1 million; it doesn't matter if you choose to levy under the EDA or the HRA.

A couple other things with those two levies is that an EDA Levy is a City levy, if there are ever levy limits by the legislature, which hasn't happened for about 15 years, that would fall under levy limits; that's basically a cap by the legislature on how much you can increase your levy, but again, they haven't done that in many years. That's where you would have a little bit of an issue that if you needed to levy so much, but it put you outside the levy limits, you wouldn't get as much as you needed. Because the HRA Levy is a separate levy, outside of the City levy, that's not part of levy limits that are out there.

Stacie stated, again, the City can levy both if you want to. The City Levy and the HRA Levy show up as separate levies on the tax bill. It's the same use of the funds, but if you just have an EDA Levy, you essentially could not use the EDA Levy for housing projects. Likewise, the HRA Levy you couldn't use for business loans. If you wanted to do the business façade grants that are out there, or if you wanted to do loan guarantees for businesses, you couldn't do that.

It doesn't matter which levy you do; you just have to think about what you want to do as an EDA. Most of the work that you guys do and all the projects you do, like Trellis, on your agenda today, even though it's a housing project, you're still doing that because you have your HRA powers. Most everything that the EDA funds and finances is through TIF; so, that has nothing to do with the levy at the end of the day. It's going to be a balancing act with staff, to say do we just move directly to an HRA Levy and that's all we do, or do we still do some EDA Levy because we want to build up our Fund Balance. You, as the EDA or the Council, may want to start some programs to do things to incentivize businesses to come here for which you can't use your traditional tool of TIF.

Stacie stated she'd be happy to answer any questions.

EDA President Bailey thanked Stacie and asked the EDA Members if they had any questions.

EDA Member Tschida asked when would be looking to put this on the ballot.

Stacie replied it does not have to go on the ballot at all. This is something that you, as an EDA, can actually do. So, if you choose the HRA Levy and say yes, we're going to authorize a levy of \$250,000, it will go to the City Council as part of the budget process; they would bless it and say yes, we agree that they should have that. Likewise, you already have your levy in there for \$250,000 for 2024, and the Council has already signed off on that. There is no ballot requirement here.

EDA Member Tschida stated the State just passed the largest housing bill in the history of Minnesota by a distance, it was over \$1 billion dollars. Part of that was a new sales tax in the metro. He asked how do we tap into that instead of raising taxes in Cottage Grove.

Stacie replied those dollars are restricted, and those dollars are going to go to the City. Essentially, that money has to be for affordable housing projects; so, it has to be for rental projects that meet certain income requirements. You have to have affordability at 60% of the Area Median Income (AMI) and below. For example, the Trellis deal that is before you tonight, we're using existing TIF District dollars to provide them the \$185,000 in assistance. If you had that sales tax money

available to you, you could also use that if you chose to do so. But in this case, we're using existing TIF dollars so we don't have to create a new TIF District for it. So, again, they're restricted only to housing out there.

EDA Member Tschida stated the new HRA Levy would also be restricted to housing, correct? Stacie replied HRA Levies are for housing and redevelopment; so, you can use it for staff time, but sales tax you can't use for staff time or administration. The HRA Levy you could also use for redevelopment objectives that you have. So, think of something that's old and tired, like a shopping center. If you're going to redevelop that, you would be able to use the HRA Levy for that if you weren't able to create a Redevelopment TIF District for it.

EDA Member Tschida asked if we can use a HRA Levy on business façades.

Stacie replied you cannot use the HRA Levy on business façades; as stated, you have to use the EDA Levy for business purposes. So, under your HRA powers, you cannot give loans or grants to businesses for business loans and purposes, such as façade improvement. With the HRA Levy you can use that for redevelopment in the larger context and housing.

EDA President Bailey stated he thinks he knows where EDA Member Tschida is going with this; you are correct that with this money that's coming in from the State, there is money that's going to come to every city. He confirmed with Stacie that it flows through the County; she stated it's the seven-country metro area.

EDA President Bailey stated it flows through Washington County, then the County divvies it out, based on size or population of cities. So, there is a portion of the money that is coming to us. Right, wrong, or indifferent, everybody gets a certain amount of money. That money is different than the HRA Levy if we did an HRA Levy. The idea is how much money do we need for some of these projects to get done, that's what this is all about; we'll get a certain amount of money from the State and asked staff if they remembered the projected amount for Cottage Grove.

Director Malinowski stated the projected, or estimated, amount is \$234,000.

EDA President Bailey stated that would be the money that would come to the City to be utilized. Using Trellis as an example, if we were to do that, \$185,000 or so would go to this one project in this particular case. What we've noticed is when we do a lot of these affordable housing opportunities, the gap for making it affordable is much larger. So, what ends up happening is the City has to do TIF; so, it's almost taking it out of one bucket vs. the other. If we didn't do TIF, but we gave them money through the HRA Levy, we would then not need to do TIF. So, the revenue from that project would flow into the City. Either way, we're paying for it, it's just which way do you want to pay for it. Hopefully, that's helpful. You see these huge numbers from the State perspective, and when we get down to the nitty gritty, \$234,000 isn't a little chunk of change, but in the grand scheme of things with a project, it's fairly small. So, in most cases, what would end up happening is if we said we didn't want to do TIF or anything like that, we would have to save that money for a number of years; what we've previously done is we've used some EDA funds to do these projects. When we use the EDA funds to do these projects, that takes away from our opportunity to do commercial or Business Park opportunities. It's trying to figure out how do we balance that, and that's what this is all about. The Council has asked, and that's what the EDA is here for, if there should be two levies, what those two should look like, what are the differences between the two, because Council was asking the same questions. So, that's why they're here to kind of talk about this today; here are some things you can or cannot do, whether it's with an HRA Levy or an EDA Levy.

EDA President Bailey stated he's not sure if that's what EDA Member Tschida wants because of the taxing standpoint, but that's where this is at.

EDA Member Tschida stated fair enough.

EDA President Bailey asked Director Larson or Director Malinowski with what you're proposing to us today, what's the next step for the EDA and the Council.

Director Malinowski replied the next step would be during the summer of 2024, as we're starting to do our City budget, it's always a balancing act of our property tax levy; so, that's when City staff and City Council will start looking at the amount to propose to the EDA to levy for HRA for the 2025 property tax year. We'll bring that back to you informationally. Then, in December, the EDA will have to hold a meeting after 6:00 p.m. in order to do that HRA Levy. So, that is why we're here today, to kind of give you that information regarding the EDA Levy vs. HRA Levy, so that when you adopt your 2024 calendar today, that is the reason for that night meeting in December 2024.

EDA President Bailey stated so, that's why we set this up this way; there's a requirement by law that the EDA would have to have a meeting in December, after 6:00 p.m. He stated nothing has been confirmed yet at this point, the Council and staff will work together. As was mentioned earlier, our Council using this long-term FMP, we've really looked at this to try to keep the taxes stable; that's ultimately our goal for a ten-year period, to keep it at a certain level. So, what we're trying to do at the same time is how do we keep it so that the tax implications of anything we do in the City doesn't adversely affect the citizens of Cottage Grove.

EDA President Bailey stated he wanted to make another point. We just approved the budget for 2024 at our last City Council Meeting, and we, as a Council, always like to know comparatively where we sit in Washington County and with those cities in the Twin Cities metro area. In Washington County, the City of Cottage Grove has the second lowest City taxes; the only city that collects less than us is St. Paul Park. St. Paul Park gets a lot of Local Government Aid (LGA) funds from the State, which helps them keep their levy lower. Within the Twin Cities, he believed we were the third lowest with only Blaine and Shakopee lower in the amount of city tax dollars that the citizens pay. We want to make sure that with the tax side of things that we're definitely staying near the bottom, that's just how we've been, so that our citizens get the best value.

4.4 2024 EDA Meeting Calendar

Director Larson stated Director Malinowski did a great job of presenting this, so this will be really quick. You can see the proposed 2024 Economic Development Authority calendar. All of the meetings are on the second Tuesday, with the exception of December 3; so, what you're doing today, if approved, is you would adopt the calendar. Then that would allow you to, as Director Malinowski reviewed, do some preliminary levy, if you decide to do it, before September 30, 2024. Then you would have a final levy adopted on December 3, 2024, at 6:00 p.m.; so, that would be an evening meeting. So, to meet the requirements of the law, you need to approve and post this calendar on or before January 1, 2024, so the public has notice of these upcoming activities.

Recommendation: By motion, Adopt the 2024 Economic Development Authority Calendar as presented.

EDA Member Carey made a motion to adopt the 2024 Economic Development Authority Calendar as presented. Motion was seconded by EDA Member Myers. Motion passed (4-to-1 vote); nay vote by EDA Member Tschida.

4.5 Dowdle Services Agreement

Director Larson stated in October, the Dowdle Marketing Team reached out to the City to invite us to participate in their "Land That I Love" tour for America's 250th Birthday, starting in 2026. As a part of

that, they're lining up various cities in all of the states who might be interested in participating; so, there's a lot of work to get to 2026. The Dowdle Art Studio Team is passionate about capturing the essence of stories of the cities and places in our country and around the world through the medium of folk art style painting. Some of you may know Eric Dowdle from Magnolia Network, Peacemaker, and some other shows that he has. He has really made a great business out of taking his original art, transforming it into puzzles, and telling a deep story about any city that participates; the understanding of the culture, of the people, how it became a city, and who are the important influencers in your community. This project has two components: There's an original 32" x 40" painting by the artist, Eric Dowdle, and an unveiling of that, and the purchase of 3,000 puzzles, to be sold at events throughout the year, starting June 2024 to June 2025. The cost for the painting and the unveiling event is \$75,000, and it's payable in three installments. If this is approved, the first payment is due the week of December 18, 2023, the second is due upon receipt and approval of the concept art agreement, that the painting moving forward with people, places, and events is what we want, so would pay them on March 15, 2024. The third and final payment would be after the delivery of the original painting and the unveiling event, which is going to be on June 13, 2024.

The cost for the puzzles is \$37,500; it's payable in two installments. The first payment is due on or before April 1, 2024. So, they get the painting started and going, and then they put in an order for the puzzles, and we wait for the painting to be finished. The second payment is due after the delivery of the puzzles at the unveiling event in June 2024.

The staff discussed with the City Administrator a potential cost recovery model, which is through the sale of the puzzles:

- 500-piece puzzles, #1000, at a retail cost of \$24.99=Gross sales of \$24,990
- 1,000-piece puzzles, #2000, at a retail cost of \$27.99=Gross Sales of \$55,980

If all puzzles sold, we would recoup just shy of \$81,000 of the total project cost.

As a part of this agreement, the City receives a perpetual license for the use of the images for promotional and marketing purposes. Right now, that's puzzles, but we can think about T-shirts, posters, etc. that may have the art on them. Exhibit B in the agreement is not yet finished; that's the people, places, and things, and we intend to complete that list by December 31, 2023. We started a partial list with the department heads, then it will go to the City staff and all City commissions. It will then come to the City Council for final approval, looking at what has been recommended in each of the three categories. The total cost for the project is \$112,500; those funds are available in the ED Trust Fund.

Director Larson stated she'd be happy to answer any questions about the project.

EDA President Bailey stated it's interesting to see on the picture displayed that there are strawberries and it says Grove; that was just a coincidence, as that was another city, but you can kind of see the idea behind this.

EDA Member Tschida stated looking over the contract in our packet, who actually owns the artwork; are we just licensed to use it, and we have to give royalties back to the artist. He wondered how all of that worked.

Director Larson stated we will own the original painting that he paints. He keeps his licensing agreement on his own artwork, but we have a perpetual use of the images. So, we get the painting itself, the giclée when they tell the story and put the puzzle together at the unveiling event, and then we have the perpetual rights to use the images. It is his artwork, and artists never give away their original files; it belongs to him, and it will continue to belong to him. We can use it for anything we want, but once that whole year is over and we've sold all of our puzzles, etc., then it reverts back to

his business model, when he puts those puzzles on his website; there are thousands of them on there now.

EDA Member Tschida stated but we can continue to use that image after that year, which Director Larson confirmed. He asked if we can put it on coffee mugs, T-shirts, keychains, etc. because \$80,000 doesn't equal \$112,000.

Director Larson stated that's correct; we did not recover the entire cost at this point but, obviously, we potentially could with the perpetual licensing agreement.

EDA Member Tschida asked if we knew what other cities have done in the past, if they have recovered this cost through selling puzzles.

Director Larson replied she doesn't think that we know they've recovered every cost associated with it so far, because it's a fairly new project, but most of them reported that they did pretty good with their puzzle sales. So, it's going to be one of those things that she thinks we probably can recover the vast majority of it by the time we use the perpetual license and then eventually more. But, initially, she doesn't think anybody has ever reported that they recovered everything because it's just too new of a program.

EDA Member Tschida stated fair enough.

EDA President Bailey stated the recommendation before us is the number of puzzles that they recommended. If he remembered correctly when we did a virtual call, he actually gave us an example of a city in California that sold all of their puzzles and were waiting for more puzzles because they had a waiting list of people who wanted them. We won't know until we see what the demand is within the City, though it's funny to say when the Cottage Grove Monopoly game was at Walmart, they were selling out of our Cottage Grove Monopoly game; the point is it's something unique and it's something different. Art is also the other thing that our citizens want; they want more opportunity for art and things within the community, so, this came to us and it's actually kind of a neat idea. Plus, we get to use the images when it's all done however we want to use them, on shirts, mugs, whatever.

Director Larson stated we definitely see it as an Economic Development, Marketing, and Tourism initiative as part of our Strategic Plan.

EDA Member Carey asked what was the source of funds; Director Larson replied it was the ED Trust Fund.

EDA Member Carey said he knows this has been covered before, but it isn't taxpayer dollars that funded that; Director Larson stated that's correct. EDA President Bailey also stated that is correct and thanked him for bringing that up. Director Larson stated that's why we're going to try to make a profit.

EDA President Bailey stated maybe for some of the newer Board members, there are two funding sources for the EDA: One is the levy, as was mentioned earlier; the other is a business(es) that provides funding to the City of Cottage Grove for economic development. So, we try to use that money for projects like this or some of these conventions that we go to; he said those are not taxpayer-funded trips but private donations given to the EDA.

Recommendation: By motion, Approve the Professional Services Agreement with Dowdle Art subject in the amount of \$112,500 subject to minor modifications related to Exhibit B the must have and nice to have items to be included in the painting.

Motion by EDA Member Myers to Approve the Professional Services Agreement with Dowdle Art subject in the amount of \$112,500 subject to minor modifications related to Exhibit B the must have and nice to have items to be included in the painting. Motion was seconded by EDA Member Scott. Motion passed unanimously (5-to-0 vote).

4.6 Trellis Co. Project Memo

Director Larson displayed the site location map on the screen, at 80th Street and 79th Street, across from the library. Trellis is going to build a 52-unit affordable senior housing project on that site, with units at 30% and 60% of the Area Median Income (AMI). Housing at these income levels provides an opportunity for deeply affordable senior housing, which is currently limited in the City. TIF assistance, discussed earlier, was requested, and an analysis showed a funding gap of \$185,000. There are costs associated with setting up a TIF District, and because it's only \$185,000, we decided to look at some other options. The option that made the most sense under our Business Subsidy Policy was a Forgivable Loan. So, we had the City Attorney draft a Forgivable Loan Agreement that's in your packet. Trellis has already gone through the planning process and before the Planning Commission, and they have the approvals needed to begin construction in 2024; they will close on the property in March.

Director Larson displayed a schematic of what Trellis intends to build, which both the City Council and the EDA Board have previously seen. The agreement also requires that Trellis, or an affiliate thereof, continuously own the property for at least five (5) years, and that they operate the building as an affordable residential development occupied by seniors and/or disabled individuals.

The agreement also requires for a period of 15 years that the annual rent increases for all occupied units, not receiving project-based subsidies, shall not exceed the lower of the maximum allowed under Section 42, administered by the Department of Housing and Urban Development (HUD), or 6% from the previous year's contract rent. That addresses concerns of the City Council and EDA related to rent increases year over year at multifamily complexes that have received TIF.

Director Larson stated Dan Walsh, Vice President of Housing for Trellis, is here. EDA President Bailey invited him to step forward, say hello, and perhaps answer any questions.

Mr. Walsh greeted EDA President Bailey and the Board. He said this project was recently named Bluestem Apartments, so the Bluestem project is in the home stretch. As Director Larson mentioned, we're working towards closing and beginning construction in March 2024. The request to the City, before you today, closes the funding gap; it will allow us to get to that March closing date. He's happy that the loan includes the cap on rent increases that Mayor Bailey and Council Member Khambata and others raised. It is an important issue and you're all leading the way on it. The project design and concept have not changed since we went through the planning process. We're proud of this building and are excited to become your neighbors for the decades to come. He thanked the EDA for considering this funding request and for supporting this important project.

EDA President Bailey asked if the EDA Members had any questions.

EDA Member Tschida asked the requirement for it being occupied by seniors and disabled individuals is for five years, but the rent control is for 15 years; he asked why is it not the same number.

Director Larson stated the five years is they have to own the building continuously. So, if they sell it to someone, they can't sell for five years, but then all of these things would still apply. The 15 years is just a different time period for the rent control purposes. They're not actually connected; Trellis just has to own it for five years, or someone that is a subsidiary or affiliate of theirs. They could sell it as a senior/disabled housing project, and then the 15 years still applies.

EDA Member Tschida said okay, but it still has to be occupied by seniors and disabled individuals for the entirety of this 15 years; Director Larson confirmed that. She stated it's just that they could sell it, someone else could buy it and operate it.

EDA Member Tschida stated that's fine, he understands that part of it; he just wanted to make sure we're fitting the need we're talking about, which is seniors.

EDA President Bailey stated that's what actually, from the Council's perspective, was so exciting about this project. Compared to some of the other senior affordable projects that we have in Cottage Grove, over the last couple years they've experienced steep increases in rent. We've been at some of these complexes and had some very serious conversations with the building owners and the senior residents. In this case, this is a really nice project, and the rents that were shared with us, for which people have to qualify, were significantly less than many other facilities in Cottage Grove with affordable housing. With all due respect, we didn't want any developer to come in and just say okay, for the first couple of years we'll have rents at this rate, but then after those first couple years, we're going to raise the rents significantly. This isn't what Trellis does, to begin with; they've been very well received by other cities and residents in which they're developing. We just wanted to make sure that this will be a long-term opportunity for those who want to still stay in Cottage Grove and don't have the financial wherewithal, per se, to do that at some of those other rent levels.

Recommendation: By motion, Approve the Forgivable Loan Agreement with Trellis Co. in the amount of \$185,000 payable upon building completion and a Certificate of Occupancy being issued.

Motion by EDA Member Scott to approve the Forgivable Loan Agreement with Trellis Co. in the amount of \$185,000 payable upon building completion and a Certificate of Occupancy being issued. Motion was seconded by EDA Member Carey. Motion passed unanimously (5-to-0 vote).

4.7 Viewpoint Project

Jennifer Levitt, City Administrator, talked about a unique project and opportunity that we have, the Viewpoint Project. It is a video storytelling service that works with PBS, and it's broadcast in all 50 states. It's hosted by Dennis Quaid, and he tees up a lot of these series and episodes right before some of your PBS shows. One of the things that's unique as we start to think about this is just thinking about the time that we're in, the interest rates, seeing kind of a lull in the residential market, and a little bit of a lull in the industrial market. So, when we start to think about this project, we're thinking about how can we bring Cottage Grove top of mind as we start to market our City to help bolster some of that economic development. So, keep that in the back of your mind as we go through this project.

The Viewpoint team's goal is to provide innovative and unique content featuring the world's most influential organizations and individuals. In your packet, we showcased one of the cities that was in there, looking at building architectural services, hospitals, and universities. At this point, we still need to build our storyline. Within your packet, you saw the questionnaire that staff has to complete; we're still working on that, and we will bring that questionnaire back to you. We would anticipate that we would most likely film in late spring or early summer, when Cottage Grove looks at its best, so keep that in the back of your mind as well.

As part of that storyline, it helps develop, through the work of professional videographers, capture, and then to broadcast to an international audience. From our perspective, we get to project Cottage Grove, what a great place to live, work, and play; she's not saying that's going to be our tagline, but you're going to have 60 million executives viewing it. You're going to have people who have a very high income, over \$150,000, so they have means for travel. If you think about it from a marketing

standpoint, partnering with our Convention and Visitors Bureau, you get that tourism draw. The executives are the ones who are making decisions where businesses locate, and also where their employees could be located. So, you're getting that marketing boost there.

The video would run for one year on public television, and it would be shown before shows like Nova and Masterpiece Theater. The video would be featured on their website; they also assist us in being able to use their membership as a target audience. So, as we define what our target audience is, maybe its executives related to biotech industry or something like that, we would be able to broadcast to those audiences we're trying to attract, high-paying jobs maybe in the bio industry, into the City of Cottage Grove.

We get specific deliverables as part of this contract: We get a five-to-six minute corporate profile; that's the one that's going to run that educational message in between PBS broadcasting. As she mentioned, we're still developing that storyline. So, one of our key things right now is to think about how well Cottage Grove has been positioned for growth. When you think about the recreational opportunities that we've had, how we've provided for housing, how we set the stage for industrial growth in our infrastructure, that we've been planning it very well. So, how do we tell our story to be able to attract others to our community, not only from a tourism perspective but also with business development. As part of this, they also help us with the interviews, they do the narration, the script writing, video, the graphics, and the music. All of our logo and contact information is featured on there; so, we get that branding as part of it. We also get a one-minute educational video that we can use, and that also broadcasts over a very large network, to over 84 million homes via MSNBC, CNBC, CNN, or other equivalent networks. We anticipate that segment would also air about 400 times on the top of 100 designated marketing areas at peak and primetime networks, such as FOX Business, the Learning Channel, Discovery Channel, those kinds of markets. So, we're getting an extreme amount of exposure where we currently do not have it.

Administrator Levitt stated she thinks coming out of this high interest rate time, we want to use 2024 to position ourselves well; coming out of it into a strong 2025 market is really our hope. We also get that digitized file for our website, social media, and then they'll use that to help us with that email blast to our target audience.

You're probably asking how are we proposing to fund this; so, we're not anticipating to really change our budget for 2024, but just reposition our marketing effort. We would forego a booth at the ICSC convention in Las Vegas in 2024. It would be pretty much an equivalent cost for this project, which is \$25,900, plus cameramen travel time and expense of \$3,400. We would still send staff to ICSC to maintain our relationships with developers, brokers, and end users. At the end of the day, this would be really be a net zero against the budget that we had proposed for 2024. Just as a reminder, as we talked about with the puzzles, this is the EDA Trust Fund, this is not taxpayer dollars. Administrator Levitt stated she'd be happy to stand for any questions

EDA President Bailey asked if the EDA Board Members had any questions.

EDA Member Scott asked if PBS gives you a schedule of when these are going to be running, do they tell you in advance so that you can see where the segments are. Administrator Levitt replied yes, once they have the final video completed, they can give us the airing schedule.

EDA Member Scott said, so, you don't get to see it beforehand. Administrator Levitt stated we actually have a call with Anthony Davis tomorrow, so we can clarify that.

EDA President Bailey stated chances are, he would assume we would, though, based on some of the initial conversations, that we'd be able to see it because he thought we got to review it to make sure that it's accurate; that's a great question and we'll ask that.

EDA President Bailey said it's something unique, and it's not going to negatively affect our budget. We've had this conversation, and we've been going to ICSC for many years now. Probably for the

last four-or-five years now, we've done a booth there; the cost of the booth is what you're seeing here. We thought just to keep it within the budget when this opportunity arose for us, we said we're still going to go to ICSC and market the City. Really, in this particular case, we thought the money could be better spent doing this project vs. having a booth at ICSC. We've been to ICSC with and without booths in the past, so, we'll still be meeting with end users, developers, and such when we go there.

EDA Member Tschida asked what have we seen with other cities who have done this before, have they benefited? He's just curious about what we should expect from this.

Administrator Levitt replied regarding the success rate, it's like any project, even like the puzzles; it's always hard for us to have metrics to be able to track against. For us, it's going to be developing that as part of our own marketing plan, to be able to track inquiries. For example, have we gotten an increased amount of inquiries, and with our tourism, which we determine by Lodging Tax success, are we seeing more occupancy rates in our hotels. So, there's not necessarily always an immediate or direct correlation, but there are metrics that we will be looking at as part of our own marketing plan to be able to track and develop those. We can report those back to you as well.

EDA Member Tschida said okay, but Viewpoint doesn't have any spiel about this has done this to X city or Y city; Administrator Levitt stated they did not share any of those types of details with us.

Recommendation: By motion, Approve the Professional Services Agreement with Viewpoint.

Motion by EDA Member Scott to Approve the Professional Services Agreement with Viewpoint. Motion was seconded by EDA Member Myers. Motion passed unanimously (5-to-0 vote).

5 PUBLIC HEARINGS - None.

OTHER BUSINESS

6.1 EDA Calendar

EDA President Bailey stated the EDA Calendar is before us. Later this week, on Thursday, there is a Chamber Holiday after-hours event at River Oaks for the local Chamber of Commerce. Also, on that day he and Administrator Levitt will be attending the Metropolitan Governance Task Force public engagement in Lake Elmo; this is a task force to discuss what the Metropolitan Council looks like going forward, if its elected or not elected, etc.

6.2 EDA Comments - None.

6.3 Response to Previous EDA Comments - None.

7.0 WORKSHOP - None.

8.0 ADJOURNMENT

EDA Member Carey made a motion to adjourn. Motion was seconded by EDA Member Tschida. Motion passed unanimously (5-to-0 vote). The meeting was adjourned at 8:34 a.m.

Respectfully submitted,

Gretchen Larson, Economic Development Director

/jag



City Council Action Request

7.B.

Meeting Date 1/17/2024

Department Administration

Agenda Category Action Item

Title Appointment of Election Judges - 2024 Presidential Nomination Primary

Staff Recommendation Approve Resolution 2024-010 and the appointment of the election judges listed in Exhibit A for the Presidential Nomination Primary on March 5, 2024, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.

Budget Implication N/A

Attachments

1.	Resolution- 2024-010 Appointing Election Judges
2.	Exhibit A - Election Judges



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

FROM: Tammy Anderson

DATE: January 17, 2024

RE: Appointment of Election Judges - 2024 Presidential Nomination Primary

Discussion

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 Presidential Nomination Primary election of March 5, 2024, and be responsible for tabulating ballots and reporting the results to the county in accordance with Minnesota State election law.

Recommendation

Approve Resolution 2024-010 and the appointment of the election judges listed in Exhibit A for the Presidential Nomination Primary on March 5, 2024, and authorize the City Clerk to appoint additional election judges, as needed, to fill vacancies.

Attachments

1.	Resolution- 2024-010 Appointing Election Judges
2.	Exhibit A - Election Judges

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-010

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE MARCH 5, 2024,
PRESIDENTIAL NOMINATION PRIMARY**

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 Presidential Nomination Primary on March 5, 2024 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 March 5, 2024 Presidential Nomination Primary and the City Clerk will be authorized to appoint additional judges to fill vacancies.

Passed this 17TH day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Exhibit A

Position	Last Name	First Middle	Precinct
HJ	CALDWELL	FREDA	Cottage Grove P1
CJ	WALETZKO	DIANA	Cottage Grove P1
EJ	KOESTER	ERIC	Cottage Grove P1
EJ	WERNER	PHILIPPA	Cottage Grove P1
EJ	HOFSTRA	SUSANNE	Cottage Grove P1
EJ	KENNARD	ROBERT	Cottage Grove P1
EJ	NOVOTNY	HEATHER	Cottage Grove P1
EJ	DEUTSCH	GARY	Cottage Grove P1
EJ	NELSON	LINDA	Cottage Grove P1
EJ	SCHLORF	ERVIN	Cottage Grove P1
CJ	COOKSON	SARA E A D	Cottage Grove P2
EJ	MCCOY	WENDEE	Cottage Grove P2
EJ	SCHMIDT	EUGENE	Cottage Grove P2
EJ	SCHMIDT	GARRETT	Cottage Grove P2
EJ	WALLIN	JILLIAN	Cottage Grove P2
EJ	BROADDUS	DEENA	Cottage Grove P2
EJ	POMERLEAU	MARIA	Cottage Grove P2
EJ	MANNING-McCUSKER	ELIZABETH	Cottage Grove P2
HJ	OLSON	EMILY	Cottage Grove P3
CJ	RICKARD	SHERRY	Cottage Grove P3
EJ	BURFEIND	JEANETTE	Cottage Grove P3
EJ	OLSON	TRACEY	Cottage Grove P3
EJ	RUDEEN	LINDA	Cottage Grove P3
EJ	MILLER	LINDA	Cottage Grove P3
EJ	NUTE	DRUSCILLA	Cottage Grove P3
EJ	AWADA	KRISTINE	Cottage Grove P3
EJ	CARSON	TIFFANY	Cottage Grove P3
HJ	BORN	MITCHELL	Cottage Grove P4
CJ	PIERCE	JAMES	Cottage Grove P4
EJ	SCHOONOVER	GRANT	Cottage Grove P4
EJ	SCHWARTZ	ALAN	Cottage Grove P4
EJ	SHIMEK	GERRY	Cottage Grove P4
EJ	WILLIAMS	MARJORIE	Cottage Grove P4
EJ	BRUCKNER	SANDRA	Cottage Grove P4
EJ	CARDENAS	YARY	Cottage Grove P4
HJ	FOURNIER	GEOFFREY	Cottage Grove P5
CJ	BAUER	EMILY	Cottage Grove P5
EJ	PINSKI	TERRANCE	Cottage Grove P5
EJ	POWER	BONNIE	Cottage Grove P5
EJ	TIEFENBRUCK	GRANT	Cottage Grove P5
EJ	WESSINGER	WILLIAM	Cottage Grove P5
EJ	HALIBURTON	RICHARD	Cottage Grove P5
EJ	RIVERA	CAROL	Cottage Grove P5
EJ	TOROK	TIMOTHY	Cottage Grove P5
EJ	HANSON	DEBRA	Cottage Grove P5
EJ	WOODWARD	CAROL	Cottage Grove P5

Position	Last Name	First Middle	Precinct
HJ	DECKER	JOAN	Cottage Grove P6
CJ	HAUKOM-BRANDT	RANDY	Cottage Grove P6
EJ	JEMIE	SANDRA	Cottage Grove P6
EJ	JORDAN	JONATHAN	Cottage Grove P6
EJ	LEASE	DAVID	Cottage Grove P6
EJ	ROYCE	WILLIAM	Cottage Grove P6
EJ	WILLIAMS	CAROL L	Cottage Grove P6
EJ	GLASS	CLAUDIA	Cottage Grove P6
EJ	BAHLS	MONICA	Cottage Grove P6
EJ	HIEDEMAN	SCOTT	Cottage Grove P6
HJ	SARTORI	NINA	Cottage Grove P7
EJ	ANASTOS	GEORGE	Cottage Grove P7
EJ	BUTT	WAYNE	Cottage Grove P7
EJ	LARSON	JULIE	Cottage Grove P7
EJ	BONDESON	LEN	Cottage Grove P7
EJ	LAKSO	BARBARA	Cottage Grove P7
EJ	KROLL	CHRISTINE	Cottage Grove P7
EJ	MORRIS	MICHELLE	Cottage Grove P7
EJ	PALMERSTEN	MICHAEL	Cottage Grove P7
HJ	PETERSEN	SHANNON	Cottage Grove P8
CJ	ROBINSON	WILLIAM	Cottage Grove P8
EJ	BALINT	MICHAEL	Cottage Grove P8
EJ	ERICKSON	STEVE	Cottage Grove P8
EJ	HOLY	CHRISTIN	Cottage Grove P8
EJ	VERREAUX	MATT	Cottage Grove P8
EJ	PEDERSON	KAREN	Cottage Grove P8
EJ	WAHL	DARYL	Cottage Grove P8
EJ	CABEZAS-VELASQUEZ	DANIELLE	Cottage Grove P8
EJ	OLSON	BRYAN	Cottage Grove P8



City Council Action Request

7.C.

Meeting Date	1/17/2024				
Department	Administration				
Agenda Category	Action Item				
Title	Massage Therapist License - Mary Seifert				
Staff Recommendation	Authorize issuance of a Massage Therapist license to Mary Denise Seifert for use at Whole Health Massage of Cottage Grove, 8800 East Point Douglas Road So.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo - Massage Therapist (Mary Seifert)</td></tr><tr><td>2.</td><td>M. Siefert-massage background</td></tr></table>	1.	Memo - Massage Therapist (Mary Seifert)	2.	M. Siefert-massage background
1.	Memo - Massage Therapist (Mary Seifert)				
2.	M. Siefert-massage background				



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: 1/9/2024
Subject: Massage Therapist License Application – Mary Denise Siefert

Application

On December 13, 2023, Mary Denise Seifert applied to operate as a licensed massage therapist at the business named Whole Health Massage of Cottage Grove, at the address of 8800 East Point Douglas Road South, Cottage Grove, MN 55016.

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

I searched the disciplinary actions posted by the MN Department of Health Office of Unlicensed Complementary and Alternative Health Care Practice and did not find any actions posted against Mary Seifert.

Proof of Education/Certificate

The City of Cottage Grove requires that proof of education/certification in compliance with our City Code be sent directly to us from the institution, program, or examining board. Seifert has recently completed her certification and her records were sent to the City from St. Paul College.

Must meet one of the following:

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

Staff Recommendation

Authorize issuance of massage therapist license to Mary Denise Seifert.



To: Director of Public Safety Peter J. Koerner
From: Detective Sergeant Mike McCormick
Date: January 8, 2024
Subject: Massage Therapy License Application

APPLICANT

Mary Denise Seifert
6960 10th Street North, Apt 211
Oakdale, MN 55128

PLACE OF APPLICATION

Whole Health Massage of Cottage Grove,
8800 East Point Douglas Road South, Cottage Grove, MN 55016

BACKGROUND

On December 13, 2023, Seifert made application with the City of Cottage Grove, to operate as a licensed massage therapist, at the business Whole Health Massage of Cottage Grove, at the address of 8800 East Point Douglas Road South, Cottage Grove, MN 55016.

CRIMINAL/POLICE CONTACT

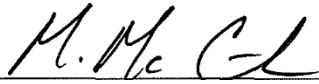
The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and CLEAR. I was unable to find any history of criminal case records, pertinent civil courts records, or judgments and liens, nor did I observe any contacts with law enforcement for traffic violations for Seifert.

CERTIFICATION

In her initial application Seifert provided transcripts from Saint Paul College showing she was awarded a Certificate of Massage Therapy in 2005. In 2011 she was awarded a Certificate in Reflexology, also from Saint Paul College. Using a Clear search, I found that she also has an active license through the Minnesota Board of Nursing as a Registered Nurse. Her license number is 1127474.

CONCLUSION

There are no negative comments, or mention, of Seifert, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. No negative social media, or posts, observed by Seifert. There was no information found that would preclude the applicant from working in the position of Massage Therapist in the City of Cottage Grove.

A handwritten signature in black ink, appearing to read "M. McCormick", written over a horizontal line.

Detective Sergeant Michael McCormick
Background Investigator



City Council Action Request

7.D.

Meeting Date 1/17/2024

Department Administration

Agenda Category Action Item

Title 2024 Legislative Agenda

Staff Recommendation Adopt the 2024 Legislative Agenda.

Budget Implication

Attachments

1.	Legislative Agenda 2024
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TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Jaime Mann, Interim Communications Manager/Assistant to the City Administrator

DATE: January 17, 2024

RE: 2024 Legislative Agenda

Discussion

The 2024 Legislative Agenda was created as a guideline for the city council and heads of departments when setting city policy and interacting with state legislators. This year's legislative agenda addresses several key areas including funding for the 100th Street arterial roadway, economic development, housing, transportation, public safety wellness and mental health, water conservation and treatment, and transparent financing.

The legislative agenda is a fluid document and can be amended at any time to reflect changes in legislation.

Recommendation

Adopt the 2024 Legislative Agenda.

Attachments

1.	Legislative Agenda 2024
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Legislative Agenda

City of Cottage Grove, MN

Solutions for a Safe, Healthy and Prosperous Community

Legislative Priority

Priority: County 19A & 100th Street Realignment Project – Bonding Request

Legislative Direction

Cottage Grove fully supports any efforts to fund the future 100th Street arterial roadway. The city and Washington County request **\$12.5 million** in state funds for design, right-of-way acquisition and construction of the arterial roadway and adjacent roadways.

Washington County
County 19A (Innovation Rd)
& 100th St
Street Realignment
Cottage Grove
February 2022

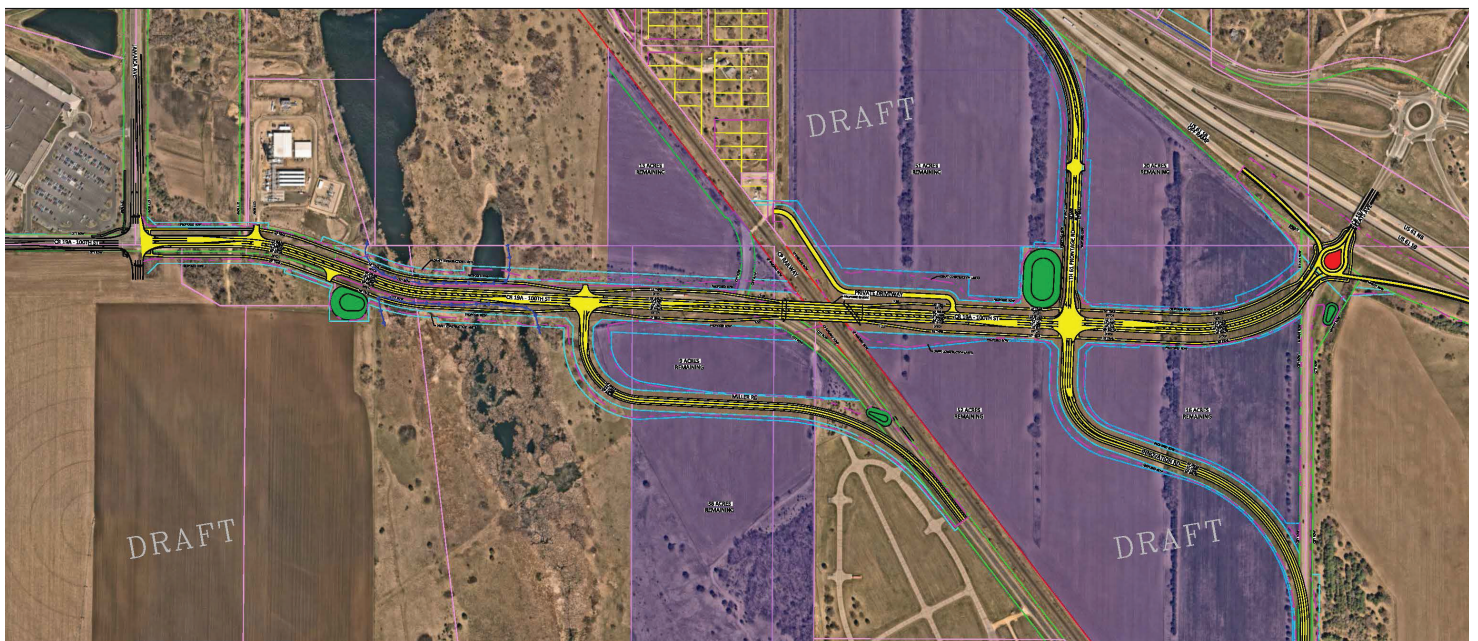


Legislative Priority

Priority: County 19A & 100th Street Realignment Project – Bonding Request

Relevant Information

- In partnership with Washington County, a need was identified for a new arterial route to support 2,000 acres of planned development to help balance the regional traffic patterns to U.S. Hwy 61.
- A new railway grade separation included in the project will efficiently accommodate growth in freight traffic associated with the rapidly growing industrial area.
- The project will be transformative for the southeast metro as it improves safety and mobility and creates economic opportunity in the area.
- Washington County is leading the preliminary design for the project and has invested \$800,000+ to date.
- This initiative will support the Minnesota Department of Transportation and the City of Cottage Grove.
- If the state funds are not provided, Washington County may have to return awarded Federal funds and the project will be delayed.
- The total estimated project cost is approximately \$47 million. (County funds: \$6 million, city funds: \$4.9 million, State of Minnesota: \$12.5 million, Federal Grants: total is \$23.6 million, \$7 million is already secured through PROTECT, leaving \$16.6 million left to obtain).
- The Cottage Grove Business Park is currently only served by one feasible interchange: Highway 61 at Jamaica Avenue, which is fully built out with a two-lane, six-leg roundabout that receives a significant amount of traffic.
- Additional funding is needed to construct a direct extension of 100th Street to Highway 61. The project would also include construction of a bridge over the Canadian Pacific Kansas City railroad track. High-level cost estimates for this project are in the range of \$20 million to complete.
- Completing this extension in the next five years will be critical to relieving stress along Jamaica Avenue.





Agenda

Economic and Community Development

Cottage Grove continues to experience residential, commercial and industrial growth, creating a need for legislative action regarding:

- Job growth
- Childcare programs
- Workforce development
- Business expansion
- Redevelopment
- Housing

Transportation

Due to rapid yet measured growth, Cottage Grove is focusing on the following areas:

- Red Rock Corridor
- Street improvement districts
- Lights on Highway 61
- Municipal state aid funding

Parks and Recreation

Cottage Grove has the vision of giving its residents the best recreational opportunities in the state by focusing on:

- Future state/county recreational trail connection
- Park dedication

Administration

Cottage Grove is committed to excellence in the delivery of public services to community residents, businesses and property owners. The city operates with transparency and cost-efficient communication while ensuring businesses operate safely and to the highest standards:

- Newspaper notification requirement
- Licensure of massage therapists



Agenda

Revenue and Taxation

Cottage Grove is committed to maximizing citizen engagement in the budgeting process, as well as maintaining transparency and responsible stewardship of our citizens' tax dollars by focusing on:

- Office of the State Auditor (OSA) time limits
- Restrictions on local government budgets
- Sales tax on local government purchases

Water Quality and Sustainability

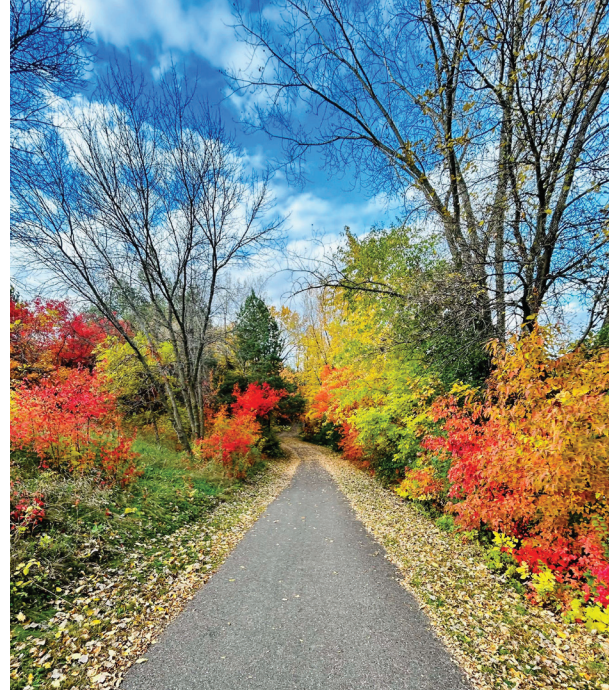
Cottage Grove remains committed to delivering water that meets state guidelines and producing a long-term plan to enhance resource sustainability while meeting community needs by focusing on:

- Groundwater and well monitoring
- Impaired water
- Water conservation
- Stormwater and wastewater

Public Safety

Cottage Grove Public Safety remains committed to protecting the city and its citizens by focusing on:

- Mental Health Response Act
- School resource officers
- Ambulance service costs and liability
- Officer wellness
- K-12 threat assessments
- Recruitment and retention needs
- Law enforcement training funding
- Fleeing vehicles
- Permit to purchase fees
- Paid health insurance for law enforcement retirees
- Body worn camera redaction
- Emergency medical services (EMS) local control
- Oppose threats to building code, sprinklers and local control



Economic Development

Job Growth

Priority

Cottage Grove supports economic tools that facilitate job growth without relying solely on the property tax base. The city supports the study of allowing mixed-use buildings that have commercial and residential uses to be included in a special service district (SSD).

Legislative Direction

Cottage Grove supports a number of existing programs offered by the state, and furthermore, supports the study of allowing mixed-use buildings, that have both commercial and residential uses, included in SSD.

Relevant Information

Examples of valuable state programs include green job development and related innovation and development. Other examples are minority business start-ups, small business financing tools including new markets tax credit program mirroring a federal initiative, and maintaining existing municipal authority to establish SSD.

Childcare Programs

Priority

Expand investments in affordable Childcare Programs.

Legislative Direction

Cottage Grove supports the expansion of child and dependent care tax credits and early learning scholarship programs. The city also supports the continued investment in programs that provide direct financial incentives to care providers such as peacetime emergency childcare grants, childcare stabilization grants, financial hardship grants, childcare facility revitalization grants and childcare aware regional grants.

Relevant Information

Many employers around the state are reporting that affordable childcare is a critical need, and the lack of affordable childcare keeps many people out the workforce. Minnesota's market rate for infant care at a childcare center in 2021 was \$16,164, which is the sixth highest in the nation. At this cost, a family making Minnesota's median household income of \$71,000 would spend more than 20% of their earnings on childcare. National guidelines suggest childcare should cost about 7% of a family's annual income.



Gretchen Larson, Economic Development Director
GLarson@CottageGroveMN.gov | 651-458-2830

Economic Development

Workforce Development

Priority

Expand investments in workforce development

Legislative Direction

The city supports expansion of career and technical education training, incentives for employers that create career pathways to upskill workers, and to community and technical colleges to encourage them to work more closely with local industries and businesses. The city also supports an increase in state funding to match federal programs such as Workforce Innovation and Opportunity Act or Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) program, and increased investment in youth such as career programming in schools and no-cost driver license obtainment programs.

Relevant Information

Career and technical educational programs are a critical component in training our youth and helping them to enter the workforce. By supporting and investing in critical workforce development programs for youth, we help build career pathways to prepare students who are ready to enter a complex and dynamic world of work.

Business Expansion

Priority

Support new and expanding businesses, infrastructure development and public-private partnerships.

Legislative Direction

Cottage Grove supports existing and future programs to help businesses thrive and expand.

Relevant Information

- Continue to fund sustainable funding programs supporting job creation including Minnesota Investment Fund (MIF) and Job Creation Fund (JCF) as well as grants for site cleanup and allowing opportunities for communities to develop, create infrastructure, and help businesses expand.
- Support creating sustainable and dedicated funding to assist local communities and businesses to use the redevelopment grant and demolition loan program.



Community Development

Redevelopment

Priority

Begin implementation of redevelopment plans to reinvigorate a tax base that is not fulfilling its potential.

Legislative Direction

Cottage Grove supports the growth of current programs that help facilitate redevelopment and reinvestment in our residential, commercial and industrial sectors.

Relevant Information

- Given the costly barriers when seeking to re-use existing infrastructure, maintain and improve tax base, and provide housing opportunities, the city asks lawmakers to reinvigorate land remediation programs administered by the Department of Employment and Economic Development that continue to remain unfunded.
- Cottage Grove supports increasing funding to the statewide redevelopment account and creation of a grant or loan program to assist in the redevelopment of aging areas of our community including contamination and brownfield remediation.
- The City supports revitalization of funded programs allowing cities greater flexibility in targeting commercial development and redevelopment opportunities.



Community Development

Housing

Priority

Diversify the city's housing stock to ensure it is serving all demographic and socio-economic communities and recognizing certain barriers to housing disparity that impact certain members of our community. Cottage Grove supports programs that reduce barriers to fair housing and equal opportunity.

Legislative Direction

Cottage Grove supports state programs that allow municipalities to facilitate full-spectrum housing growth and rehabilitate older housing stock for residents in all stages of life.

Relevant Information

- Ensuring and providing funding and financial tools to cities to create a wide range of lifecycle housing options that allow seniors of all incomes to stay in their community and focus on the need to preserve federally subsidized housing and naturally occurring (unsubsidized) affordable housing.
- Consider establishing a program to address immediate needs throughout the year to provide a match for new or existing city-supported affordable housing projects. (Ex. matching funds, issued on a timeline that is consistent with local budgeting processes, for local revenues allocated to a local affordable housing trust fund)
- Provide stable and long-term funding, including dedicated Minnesota Housing and other affordable housing programs that support local housing efforts that encourage innovation and recognize regional markets. Allow for cities to create partnerships and leverage resources with private and public entities to support capital investment for affordable and public housing opportunities.
- Expand authority for all cities to transfer unobligated pooled increment from a housing or redevelopment Tax Increment Financing (TIF) district to support a local housing trust fund for any eligible expenditure.



Emily Schmitz, Community Development Director
ESchmitz@CottageGroveMN.gov | 651-458-2874

Transportation

Red Rock Corridor

Priority

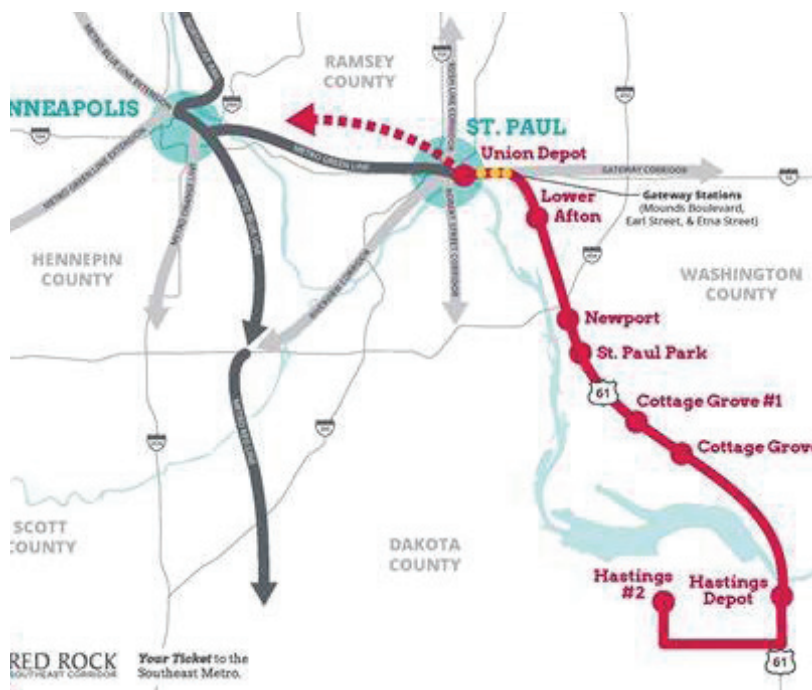
Give businesses the ability to attract talent from the surrounding community through transportation into Cottage Grove.

Legislative Direction

Cottage Grove supports implementation of the Red Rock Corridor Bus Rapid Transit.

Relevant Information

- The Metropolitan Council projects the southeast metro will grow by at least 100,000 people over the next 20 years while 94% of the jobs will stay in Minneapolis/St. Paul.
- Cottage Grove businesses have indicated in multiple Business Retention and Expansion interviews that they are having a hard time attracting talent without a reliable transportation network into the city.
- The Red Rock Corridor is a 20-mile stretch serving the southeast metro, which is part of the National Highway and National Scenic Byway systems.
- Communities along the corridor have conducted a thorough investigation of transit needs and produced a phased approach with a near-term need for new local bus service and a long-term plan for bus rapid transit (including high frequency service, robust stations and enhanced parking facilities).



Ryan Burfeind, Public Works Director
RBurfeind@CottageGroveMN.gov | 651-458-2899

Transportation

Street Improvement Districts

Priority

Address the limited funding mechanisms for maintaining aging streets.

Legislative Direction

- Cottage Grove supports the authority of local units of government to establish street improvement districts, allowing cities in developed/developing areas to fund reconstruction and maintenance.
- Cottage Grove also supports changes to special assessment laws to make assessing state-owned property a more predictable process regarding the payment of assessments.

Relevant Information

- Funding sources for local transportation projects are limited to the use of Municipal State Aid, property taxes and special assessments.
- The street improvement district is designed to allow cities to create a district(s) where fees will be raised on all properties in the district and must be spent within specific boundaries.
- The city supports the modification of state laws to clarify the definition of “benefits received” as it relates to special assessments.



Transportation

Lights on Highway 61

Priority

Acquire \$4 million for funding corridor lighting along Highway 61 from the interchange at Washington County State Aid Highway 22 to the intersection with Trunk Highway 95.

Legislative Direction

Cottage Grove fully supports any efforts to fund highway lighting and increased safety on an increasingly busy stretch of highway, serving one of the fastest growing areas of the state.

Relevant Information

- The only interchange lighting that exists is at 80th Street South, Jamaica Avenue South and County State-Aid Highway 19 (Innovation Road South).
- There is no lighting from County State-Aid Highway 19 to Trunk Highway 95 and there are several unrestricted local access intersections present.



Transportation

Municipal State Aid Funding

Priority

Cottage Grove, like many growing communities, struggles to fund major roadway projects, creating costly delays and decreased motorist safety.

Legislative Direction

Cottage Grove requests the Municipal State Aid (MSA) formula and funding levels be reviewed as the current system is not sufficient to keep up with growing demands for maintenance, coupled with expanding MSA roadway systems in growing communities.

Relevant Information

- MSA offers an advance to fund larger projects that creates delays for future MSA projects for several years. Thus, rehabilitation projects (like mill and overlay) cannot occur, reducing the useful life of a road and accelerating the cost of reconstruction projects.
- The city anticipates reduced funding due to the pandemic, which will further challenge the city's ability to maintain our aging infrastructure.



Parks and Recreation

Future State/County Recreational Trail Connection

Priority

Secure funding for a trail connecting Cottage Grove Ravine Regional Park to Point Douglas Regional Trail/Park.

Legislative Direction

Cottage Grove supports the planning, design, and future funding of a Highway 61 Trailway connection between Cottage Grove Ravine Regional Park and Point Douglas Regional Trail/Park.

Relevant Information

A trail along Highway 61 from Cottage Grove Ravine Regional Park to Point Douglas Regional Trail/Park would be a unique recreational experience for the region, state and outstate visitors. Highway 61 is both historic and scenic but has no recreational trail access. The trailway would connect Cottage Grove's Ravine Lake to the confluence of the Mississippi and St Croix rivers as well as historic Hastings downtown via the Highway 61 arch bridge trail.

Park Dedication

Priority

Address the need for cities to require park dedication fees and/or land without the requirement that land be subdivided.

Legislative Direction

Cottage Grove supports preserving existing city authority to require parkland dedication and park dedication fees and amend Minn. Stat. § 462.358 to allow all cities the option to require a reasonable portion of land or park dedication fee on new housing units and new commercial and industrial development without the requirement that land be subdivided.

Relevant Information

For decades, Minnesota cities have been permitted in Minnesota Law Chapter 462 to adopt ordinances that require a reasonable portion of land be dedicated to the public, or to impose a dedication fee on new housing units and new commercial and industrial development in a city for parks. As a result, cities across the state have been able to create parkland that provides intrinsic environmental, aesthetic, and recreation benefits to cities and their residents, which enhances property values, increases municipal revenue, and supports local economic development.



Zac Dockter, Parks & Recreation Director
ZDockter@CottageGroveMN.gov | 651-458-2847

Administration

Newspaper Notification Requirement

Priority

Replace the requirement of a local newspaper notification with electronic notices on the city website and other social media platforms.

Legislative Direction

Cottage Grove requests the state repeal the newspaper notification requirement due to the costs for municipalities, the decline of local newspapers, and the increase and proliferation of technology information tools.

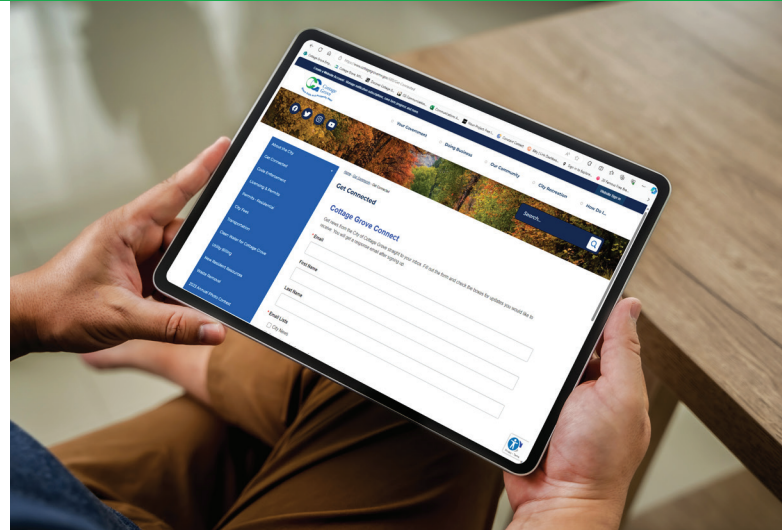
Licensure of Massage Therapists

Priority

Seek to establish a state requirement for licensure of massage therapists.

Legislative Direction

Cottage Grove requests the implementation of a statewide licensing system for massage therapists, ensuring minimum competency requirements are successfully met.



Revenue and Taxation

Office of the State Auditor (OSA) Time Limits

Priority

A reasonable time frame for tax increment financing (TIF) non-compliance violations should be established.

Legislative Direction

A reasonable time frame for TIF non-compliance should be established. The legislature should reasonably restrict the OSA's ability to issue noncompliance notices to the six-year period prior to the notice's issuance date. The legislature should also require the OSA to conduct any audits on decertified districts within one year of decertification.

Relevant Information

The Office of the State Auditor (OSA) has the authority to issue noncompliance notices for every existing tax increment financing (TIF) district in the state for alleged violations of the TIF laws. This authority extends retroactively to the inception of the district. Accordingly, TIF authorities can receive noncompliance notices for alleged violations that occurred 20 or more years ago. Often, staff and record-keeping procedures have changed, and TIF authorities find it difficult to reconstruct the past to identify and remedy these situations. Similarly, the OSA claims the authority to audit TIF districts for up to 10 years after decertification, which requires cities to expend staff resources to maintain files and a working knowledge of old districts for an unreasonable period of time.

Restrictions on Local Government Budgets

Priority

Maintain city autonomy in deciding the appropriate level of local taxation and services.

Legislative Direction

Cottage Grove strongly opposes levy limits, reverse referenda, super majority requirements for levy, and valuation freezes, or other restrictions on local government budgeting and taxing processes.

Relevant Information

These types of restrictions undermine local budgeting and taxing processes, planned growth and the relationship between locally elected officials and their residents.



Brenda Malinowski, Finance Director
BMalinowski@CottageGroveMN.gov | 651-458-2832

Revenue and Taxation

Sales Tax on Local Government Purchases

Priority

Secure sales tax exemption for purchases of goods and services made by cities.

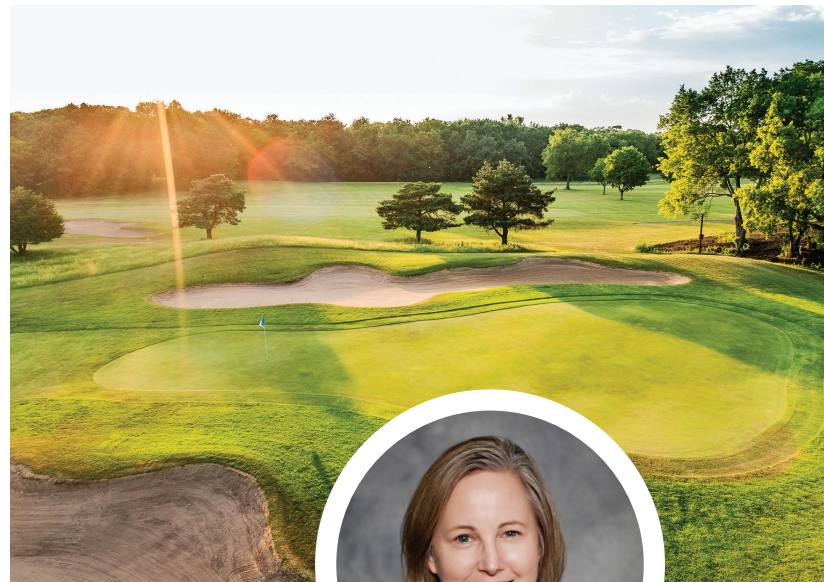
Legislative Direction

The local government sales tax exemption enacted in 2013 and expanded in 2014 does not apply to all city purchases. Some purchases for municipal enterprise operations, such as golf courses, are excluded from the exemption. In addition, in order to receive the sales tax exemption on construction materials under current law, cities must bid labor and materials separately and also designate a contractor to be a purchasing agent on behalf of the city.

Relevant Information

The existing Department of Revenue rules (Minn. Rule 8130.1200, subp. 3) are complex and the implementation can be so complicated that it can cost cities more money to implement than they will save on the tax exemption. Finally, although cities currently do not pay the motor vehicle sales tax on marked police vehicles or firefighting vehicles, other city vehicles are not exempt from the motor vehicle sales tax.

- The exemption should apply to all purchases made by local units of government.
- The process to receive the exemption for construction materials used in local government projects should be simplified or added to the refund process now available for local government public safety facilities.
- The exemption should be extended to all local government purchases that would otherwise be subject to the motor vehicle sales tax in Minn. Stat. ch. 297B.



Water Quality and Sustainability

Groundwater and Well Monitoring

Priority

To support water quality and well monitoring efforts in accordance with the Environmental Protection Agency Safe Drinking Water Act.

Legislative Direction

Cottage Grove strongly encourages continued funding of grant money through the Minnesota Department of Health (MDH) to assist communities in implementing their wellhead protection plans (specifically drilling additional sentinel wells to monitor aquifer levels and contamination plumes).

Relevant Information

- Cottage Grove supports additional funding for Perfluorochemicals (PFC) biomonitoring in the area.
- The city supports working with MDH on the continuous monitoring of city groundwater and wells for Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS), having completed part one of our Wellhead Protection Plan in August 2015 and part two in March 2017.

Impaired Water

Priority

Support continued metropolitan development while protecting all water resources.

Legislative Direction

Cottage Grove supports continued funding to improve the region's ability to respond to developmental market demands including, but not exclusive to, surface water impairment assessments, Total Maximum Daily Load (TMDL) development and stormwater or wastewater construction grants.

Relevant Information

- Cottage Grove supports and values initiatives aimed at protecting water resources at the municipal, county, state and federal levels, which includes the Clean Water Act.
- Cottage Grove opposes entity-specific exemptions from fees because every type of property is required to pay stormwater fees.



Ryan Burfeind, Public Works Director
RBurfeind@CottageGroveMN.gov | 651-458-2899

Water Quality and Sustainability

Water Conservation

Priority

Contribute to a statewide effort to promote water conservation while providing municipal autonomy relative to individual communities.

Legislative Direction

Cottage Grove supports legislation promoting aquifer recharge, change in water use practices, development of minimum irrigation standards, applying technology for smart water use, additional scientific data collection and exploring water reuse options at contaminated sites that rely on water extraction or pollution containment.

Relevant Information

- A single “catch-all” option should not be applied to a region or sub-region.
- The city opposes funding of any implementation cost involved with the DNR North & East Metro Groundwater Management Area if it does not directly result in supplying water to the City of Cottage Grove and its residents.

Stormwater and Wastewater

Priority

Ensure attempts to address water supply sustainability take all water users (and variables) into account, including municipalities, industry, private wells, agriculture and contamination containment.

Legislative Direction

Cottage Grove supports the removal of barriers to wastewater and stormwater re-use and advocates for improved interagency coordination on all levels, including on the state level.

Relevant Information

Water regulation is complex and compartmentalized, requiring strategies to cross agency jurisdictions through improved coordination and cooperation.



Public Safety

Mental Health Response Act

Priority

Fund a multi-jurisdictional co-responder program.

Legislative Direction

Cottage Grove supports legislation to fund multi-jurisdictional co-responder programs or embedded social workers. Additionally, Cottage Grove supports making changes to current policy and practices to better share information amongst first responders, medical professionals and human services representatives.

Relevant Information

The goal is to improve the response to, and outcomes of, mental health calls with request for service.

School Resource Officers

Priority

Implement modifications to law related to school resource officers (SRO).

Legislative Direction

Cottage Grove supports legislation to address the issues that have led to departments who have removed SRO's. We support amending 121A.58 and 121A.582 as follows:

- *Minnesota Statute 121A.582, Subd. 1 (b): Subd. 1 (b) expand the definition of when “reasonable force” may be used by amending the language as follows: “to restrain a student and or prevent bodily harm or death to the student or another.” Subd. 1 (b) clarify that use of reasonable force by a school resource officer or police officer contracted with a district is regulated by Minnesota Statute 609.06.*
- *Minnesota Statute 121A.58: Subd. 2 (a) AND Subd. 2 (b): Remove “school resource officer” and “police officer contracted with the district” from roles covered by this subdivision. Add a section that makes the exclusion of “school resource officers” and “police officers contracted with a district” from the definition of “agents” or “employees” of a school district explicit.*



Pete Koerner, Director of Public Safety
PKoerner@CottageGroveMN.gov | 651-458-6003

Public Safety

Ambulance Service Costs and Liability

Priority

Require Medicare to set ambulance payment rates to cover the cost of providing services.

Legislative Direction

Cottage Grove supports federal legislation that would require Medicare to set ambulance payment rates to cover the cost of providing service for transport and non-transport care of patients, require adequate reimbursement for ambulance providers, require Medicare to reimburse 911 ambulance transports regardless of medical necessity, and make it easier for providers to file claims by eliminating Medicare's processing system.

Relevant Information

The cost of providing ambulance care has increased steadily over recent years due in part to changes in Medicare and Medicaid reimbursement. The federal Balanced Budget Act of 1997 made two significant changes to ambulance billing. First, the act mandated that ambulance services cannot bill the Medicare or Medicaid patient for any unpaid balance beyond the Medicare or Medicaid assignment. Second, the act mandated a uniform fee schedule that was implemented in 2002; the new fee schedule significantly reduced reimbursement levels for many ambulance services.

Officer Wellness

Priority

Understand and deal with the effects of common stressors facing our law enforcement professionals.

Legislative Direction

Cottage Grove supports legislation to provide a permanent funding source for the law that passed in 2023. It is critical to find a way to fund the treatment for mental health injuries as well as continuing to expand the network of providers who are training to do this vitally important work.

Relevant Information

This would fund support groups, mental health checks and therapy, suicide prevention, awareness and family support.



Public Safety

K-12 Threat Assessments

Priority

Support mandated K-12 threat assessments teams.

Legislative Direction

Cottage Grove supports legislation requiring school districts to establish a team of trained subject matter experts to examine and address school safety issues based on the national best practice known as behavioral threat assessment.

Relevant Information

- This legislation would move our state beyond physical school safety measures, such as infrastructure improvement grants, passed by the Legislature in 2018.
- Threat assessment is an evidence-based way to identify, assess and manage threatening situations.
- Threat assessment, when properly done, is considered a standard-of-care/best practice by numerous organizations and advocacy groups including the U.S. Department of Education, National Association of School Psychologists and the Federal Bureau of Investigation.
- K-12 threat assessment teams and legislation have been officially supported by the MN Chiefs of Police Association and the MN Sheriff's Association.



Public Safety

Recruitment and Retention Needs

Priority

Support funding for state-wide recruitment and retention efforts

Legislative Direction

Cottage Grove supports a multi-faceted approach with recruitment and retention efforts including grants for retention bonuses and scholarship opportunities.

Relevant Information

Agencies across our state are having difficulty recruiting and retaining officers for a variety of reasons. The Minnesota Chiefs of Police Association (MCPA) supports a multi-faceted approach to helping agencies of all sizes recruit and retain officers. This should include, but is not limited to, a grant program for bonuses, bringing back part-time officer licensure for small agencies and scholarship programs with our higher education partners. Any funding for this use should reflect different needs for small, medium and large agencies alike.

Law Enforcement Training Funding

Priority

Continue to fund training mandated by the MN Police Officer Standards and Training Board (MN POST Board).

Legislative Direction

Cottage Grove supports continuing the MN POST Board training reimbursement allocation to local agencies, which began in 2018.

Relevant Information

The Peace Officer Training Fund is for mandated training in the areas of recognizing and valuing diversity and cultural differences, conflict management and mediation, crisis intervention and mental illness crises.



Public Safety

Fleeing Vehicles

Priority

Increased penalties for fleeing in a motor vehicle and modification of tracking devices used on fleeing vehicles.

Legislative Direction

Cottage Grove supports legislation to stiffen penalties for fleeing in a motor vehicle and modify the law governing the use of tracking devices on fleeing vehicles.

Relevant Information

Fleeing is becoming a significant concern in law enforcement. The number of offenders that now flee has gone up exponentially. Offenders understand that the majority of the time police officers won't chase them because the risk is not worth it. They also know that if officers do chase them and they are caught the consequences are non-existent compared to the risk they have exposed to our community and law enforcement officers too. Officers and organizations continue to battle the decision to pursue fleeing vehicles. Additionally, a law was passed in 2022 allowing tracking devices to be used on stolen vehicles however the law requires owner consent or a search warrant.

Permit to Purchase Fees

Priority

Allow agencies to charge a reasonable fee for processing a permit to purchase.

Legislative Direction

Cottage Grove supports allowing local municipal police departments to charge a reasonable fee for processing a permit to purchase application.

Relevant Information

Currently Minnesota Statute § 624.7131 Subd 3. states there shall be no charge for forms, reports, investigations, notifications, waivers or any other act performed, or materials provided by a government employee or agency in connection with application for or issuance of a transferee permit. The permits and their renewal shall be granted free of charge.



Pete Koerner, Director of Public Safety
PKoerner@CottageGroveMN.gov | 651-458-6003

Public Safety

Paid Health Insurance for Law Enforcement Retirees

Priority

Support paid health insurance for law enforcement retirees

Legislative Direction

Cottage Grove supports a legislative appropriation that would provide paid health care for licensed police officers who retire at 55 years old and have 10 years of consecutive service with a Minnesota city, county or tribal government.

Relevant Information

To help in addressing the recruitment and retention challenges, at age 55 or any time thereafter, each month the employer shall pay the full employer contribution toward health and dental insurance coverage for employees who have 10 years of service or more. It shall also cover the employee's dependents until the employee reaches age 65. The employer shall be reimbursed from the State of Minnesota for these costs.

Body Worn Camera Redaction

Priority

Support reducing body worn camera redaction requirements in areas visible to the public.

Legislative Direction

Cottage Grove supports changing current law to allow for greater discretion by the Chief Law Enforcement Officer (CLEO) or their designee to release data without redaction in instances where any member of the public may record the same footage with their own device.

Relevant Information

Current law allows for CLEO's to release data to dispel rumors or other information, but we cannot do so without complying with redaction. This will allow the public more transparency, especially in certain high-profile cases.



Public Safety

Emergency Medical Services (EMS) Local Control

Priority

Support local unit of government control of emergency medical service (EMS)

Legislative Direction

Cottage Grove supports the ability of local government to choose the EMS provider for their community.

Relevant Information

In February 2022, the Office of the Legislative Auditor (“OLA”) released a report that found serious deficiencies with both the management of the Minnesota Emergency Medical Services Regulatory Board (EMSRB) and the current ambulance service license process. During the 2023 legislative session, the Minnesota Fire Association Coalition (MNFAC) introduced legislation (HF2736/SF2691) to implement the recommendations of the OLA relating to the primary service areas. The bill received a hearing in the House. The OLA report and subsequent legislation supports MNFAC’s long-held priority of reforming the current system and allowing more local control over EMS.

Oppose Threats to Building Code, Sprinklers and Local Control

Priority

Prevent loss of life from fire and assure Cottage Grove residents are safe in their home.

Legislative Direction

Cottage Grove opposes threats to building and fire codes and limiting residential sprinklers.

Relevant Information

One of our top priorities is to ensure residents are safe in their homes. This means that we oppose any attempts to remove or alter building codes; instead, we support a collaborative approach that engages state agency professionals and industry experts in creating, writing, and preserving codes and rules that ensure safety and security for all residents. Our preference is for proposed code changes to go through the Department of Labor’s official rulemaking process.



Pete Koerner, Director of Public Safety
PKoerner@CottageGroveMN.gov | 651-458-6003



City Council Action Request

7.E.

Meeting Date	1/17/2024				
Department	Community Development				
Agenda Category	Action Item				
Title	Approval of Rental Licenses				
Staff Recommendation	Approve the issuance of rental licenses to the properties listed in the attached table.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Rental License Approval CC Memo</td></tr><tr><td>2.</td><td>Rental License Approvals Table</td></tr></table>	1.	Rental License Approval CC Memo	2.	Rental License Approvals Table
1.	Rental License Approval CC Memo				
2.	Rental License Approvals Table				

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: January 9, 2024

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of \$180, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

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

Recommendation

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

2024 RENTAL LICENSES
CITY COUNCIL APPROVAL - JANUARY 17, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001961	6812	Meadow Grass Lane South	Nguyen, Kim-Anh
RENT-001962	8970	92nd Street South	Nguyen, Kim-Anh
RENT-001959	6983	Pine Crest Trail South	Childers, Nancy
RENT-002134	8466	Hadley Avenue South	Brisson, Jason
RENT-001236	7861	Gresham Lane South	Brisson, Jason
RENT-001925	8851	Ironwood Avenue South	Fleming, Brian & Casey
RENT-001916	7019	Homestead Avenue South	Fleming, Brian & Casey



City Council Action Request

7.F.

Meeting Date 1/17/2024

Department Community Development

Agenda Category Action Item

Title Lumbermen's Inc. – Outdoor Storage

Staff Recommendation Adopt Resolution 2024-004 approving the Conditional Use Permit allowing for the outdoor storage of materials incidental to the principal use at 7601 100th Street South.

Budget Implication N/A

Attachments

1.	Lumberman's Outdoor Storage CC Memo
2.	Lumberman's Outdoor Storage Resolution
3.	Lumberman's Outdoor Storage Narrative
4.	Lumberman's Outdoor Storage Site Plan
5.	Lumberman's Outdoor Storage Fence Rendering
6.	Lumberman's Outdoor Storage Fence Detail

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

FROM: Conner Jakes, Associate Planner

DATE: January 17, 2024

RE: Lumbermen's Inc. – Outdoor Storage

Proposal

Lumbermen's, Inc. (Applicant), with approval from Northpoint Development (Property Owner), has submitted an application for a Conditional Use Permit (CUP) to allow for the outdoor storage of materials incidental to the principal use at 7601 100th Street South. The materials will be fully screened by a 6-foot tall privacy fence that will enclose 25,000 square feet of the southwest parking area to be used for material storage.



Site Location

Review Schedule

Application Received: November 22, 2023
Application Accepted: November 22, 2023
Planning Commission Meeting: December 18, 2023
City Council Meeting: January 17, 2024
60-Day Review Deadline: January 21, 2024

Planning Commission

The Planning Commission reviewed the request at their December 18, 2023 meeting. The Commission asked for clarification on the following:

- The space is being leased by the current applicant/tenant; if the current tenant no longer leases the space, would the fence be removed?
 - The property owner stated the fence will either remain on site or be taken down depending on the state of the market and what is desirable for a future tenant. Staff stated there is a condition that states if the approved outdoor storage area is unused for material storage for a period of 12 months or more, the fence shall be removed upon notification by the City.
- If a future tenant occupies the leased space and desires to utilize the outdoor storage area, would a new Conditional Use Permit be required?
 - Staff stated that a Conditional Use Permit is a property right that attaches to and benefits the land and is not limited to a particular landowner. Therefore, a new tenant and/or property owner would not need to reapply for a new Conditional Use Permit.

One resident participated in the public hearing:

- A 6-foot privacy fence would screen the building materials at street level, but not from above. The City approved the development application for Norhart Apartments for the parcel directly to the west, which will be a five-story building and would overlook the proposed fenced area and materials being stored.
 - Staff stated Norhart Development did receive approvals for a five-story apartment building; however, a building permit and further steps have not been taken at this time. In addition, as part of the original approvals for the landscape plan of the subject site, there are numerous trees (coniferous and overstory) planted along the western property line that will create a screened buffer at maturation.

The Planning Commission unanimously (7-to-0 vote) recommended approval of the application.

Background

The subject site is located within the Master Site Plan for the Cottage Grove Logistics Park, which was approved by the City Council at their December 8, 2021, meeting and included approximately 252 total acres of land. In 2022, NorthPoint Development submitted an application for a Site Plan Review that was approved for the Phase 1 development, which allowed for the construction of two buildings (approximately 700,000 square feet) for warehouse, manufacturing, distribution, and office space.

The Applicant, Lumbermen's, Inc., is a building materials distributor that is headquartered in Grand Rapids, Michigan, and is working with the Property Owner to occupy the western portion of the available tenant space at 7601 100th Street South. The Applicant is proposing to utilize the tenant space (approximately 89,000 square feet) for material storage. In addition to the interior

space, the Applicant is proposing to fence in an exterior area (approximately 25,000 square feet) for the outdoor storage of materials. The range of materials to be stored in the exterior area includes composite and PVC decking, engineered wood siding and trim, PVC trim, asphalt shingles, and various exterior sheathing products.

Planning Considerations

Land Use and Zoning

The subject site is currently zoned I-1, General Industrial, and is guided as Industrial in the 2040 Comprehensive Plan. The proposed use of the property is consistent with permitted and conditional uses allowed within this zoning district.

Conditional Use Permit

City Code Title 11-9-2 requires a CUP for any outdoor storage areas incidental to the principal use exceeding 5,000 square feet and that the area be fully screened. The Applicant is proposing to construct a 6-foot tall privacy fence to enclose approximately 25,000 square feet of the southwest parking area to be used for outdoor storage. The criteria for issuance of a CUP are as follows:

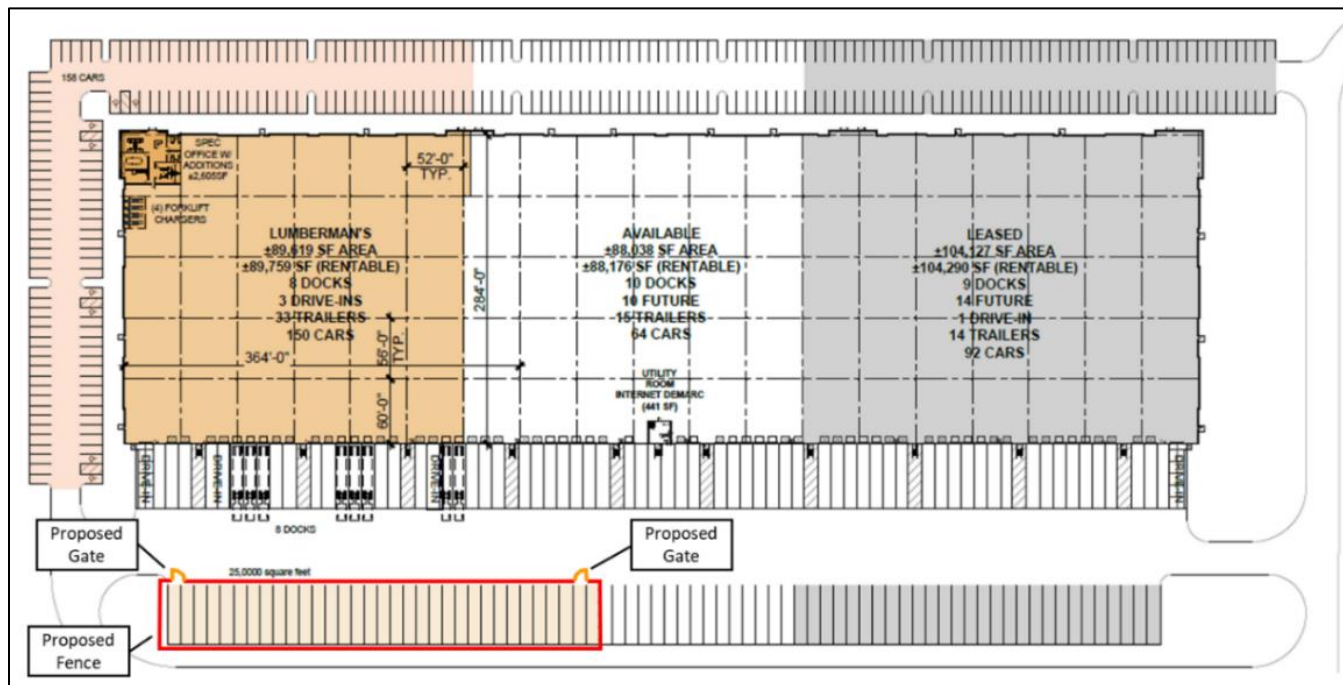
- 1. Compliance with and effect upon the Comprehensive Plan, including public facilities and capital improvement plans.*
- 2. The establishment, maintenance, or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals, or comfort.*
- 3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
- 4. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
- 5. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.*
- 6. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.*
- 7. The conditional use complies with the general and specific performance standards as specified by the Zoning Code.*

Upon review, the proposal meets the forementioned criteria.

Fence Detail

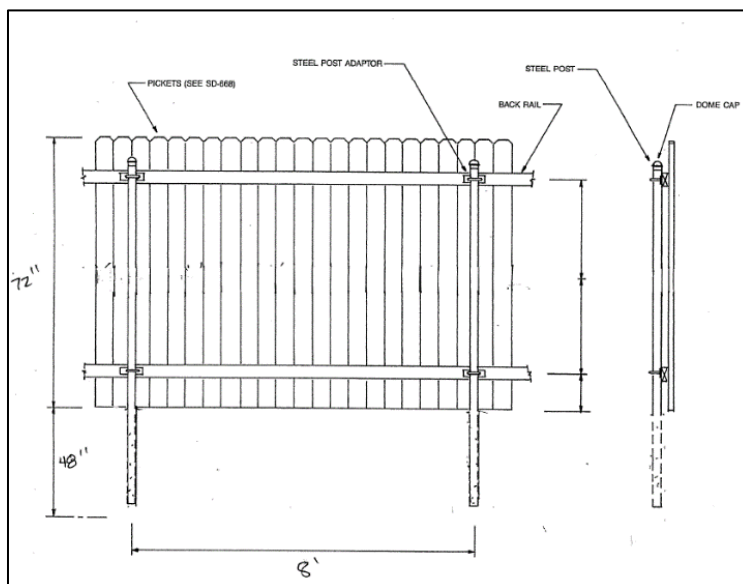
The Applicant is proposing to erect a 6-foot tall cedar plank fence to enclose approximately 25,000 square feet of space to be used for the outdoor storage of materials that are incidental to the principal use. City Code Title 11-3-6 allows for fences in industrial districts to be a maximum of 10 feet in height. The fence is proposed to be constructed in the southwest corner of the site with two gates that allow for access to the storage area. Both gates open to the north, with one gate proposed to be located on the west side of the storage area and one gate proposed to be located on the east side. The fence as constructed may not impede on the approved drainage patterns

within the site, and the storm sewer infrastructure within the enclosure must be protected from any stored materials washing into the storm sewer system.



Site Plan

The fence will be stained to compliment and be similar in color to the existing architecture and site. A condition of approval will require that the exterior storage of materials not be permitted outside of the approved area, that no materials be visible from public view, and that no materials exceed the height of the fence. In addition, a condition will also require that the exterior surface of the fence be maintained in sound and good condition, and that exterior wood surfaces shall be protected from the elements and decay by paint or other treatment.



Proposed Fence Detail



Visual Rendering from Interior Southwest of Site

Parking

Parking requirements for Phase 1 of the Cottage Grove Logistics Park were satisfied at the time of Site Plan Review approval by the City Council at their April 6, 2022, meeting. For the subject building site, the Property Owner proposed 306 total parking stalls when 141 parking stalls were required. The proposed fence encloses 33 semi-trailer parking stalls that will be unavailable for trailer storage due to being used for material storage. The Applicant has indicated that the stalls are not necessary for site operations and the provided onsite parking is sufficient for the proposed use. Truck and/or truck and trailer parking and idling within the right-of-way of 100th Street, 105th Street, and Ideal Avenue is prohibited per Condition 15 of Resolution 2021-166. The proposed tenant space and use meets current parking requirements as the Property Owner intends to allocate 150 parking spaces to the Applicant. City Code Title 11-3-4 states one parking space is required for 250 square feet of office and one parking space is required for 2,000 square feet of storage. The tenant space consists of approximately 2,605 square feet of office space and 87,154 square feet of storage space.

Proposed Use	Square Footage	Parking Spaces Required
Office	2,605	13
Storage	87,154	44

Public Hearing Notices

The public hearing notice for the December 18, 2023, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed on December 6, 2023, to 65 property owners that are within 500 feet of the proposed project. Staff has not received any comments at the time of writing this report.

Recommendation

That the City Council adopt Resolution 2024-004 approving the Conditional Use Permit allowing for the outdoor storage of materials incidental to the principal use at 7601 100th Street South.

Attachments

- A. Applicant & Property Owner Narrative
- B. Site Plan
- C. Rendering – Interior Southwest of Site
- D. Proposed Fence Detail

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-004

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OUTDOOR
STORAGE OF MATERIALS INCIDENTAL TO THE PRINCIPAL USE
TO BE LOCATED AT 7601 100TH STREET SOUTH**

WHEREAS, Lumbermen's, Inc. applied for a Conditional Use Permit to allow for the outdoor storage of materials incidental to the principal use at 7601 100th Street South, at the property legally described below:

Lot 1, Block 1, Cottage Grove Logistics Center, according to the recorded plat thereof, Washington County, Minnesota.

Commonly known as 7601 100th Street South, Cottage Grove, Washington County, State of Minnesota.

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

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

WHEREAS, the public hearing was open for public testimony and testimony from the applicant and the public was received and entered into the public record; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended that the City Council approve the Conditional Use Permit application for the proposed outdoor storage of materials incidental to the principal use at their December 18, 2023, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the Conditional Use Permit for the outdoor storage of materials incidental to the principal use at the property legally described above, subject to the following conditions:

1. All applicable permits (i.e., building, electrical, grading, mechanical) must be completed, submitted, and approved by the City prior to the commencement of any construction activities.
2. The exterior surface of the fence shall be maintained in sound and good condition. Exterior wood surfaces shall be protected from the elements and decay by paint or other treatment. Peeling, flaking, chipped, or fading paint and/or stain shall be eliminated and surfaces repainted/re-stained.
3. The exterior surface of the fence shall complement and be similar in color to the principal structure and site.
4. The fence shall be 100 percent opaque with boards, if applicable, abutting each other without any gaps.

5. The fence shall not impede drainage patterns as they have been proposed and approved as part of the original site development, unless otherwise approved by the City Engineer.
6. Signage is not permitted on the fence.
7. Exterior storage of materials shall not be permitted outside of the approved area. Material storage shall not be visible from public view and shall not exceed the height of the fence.
8. The placement, movement, and/or stockpiling of materials in the approved exterior storage area shall be limited to 6:30 a.m. to 7:30 p.m.
9. No liquids or hazardous substances shall be stockpiled within the enclosed outdoor storage area.
10. The storm sewer infrastructure encompassed within the enclosure shall be protected from stored materials being washed into the storm sewer system. Inspections should be completed by property owner/tenant to ensure stored materials and packaging are in sound condition and will not wash into the storm sewer system.
11. The standard City and State noise rules shall be applicable to the outdoor storage area. If the City receives complaints related to noise, the property owner shall bring the noise onsite into compliance upon notification by the City.
12. Any substantial changes to the fence (i.e., height, material, etc.) shall be reviewed and approved by planning staff prior to the commencement of any onsite construction. Fences exceeding 7 feet in height require a building permit per State Building Code. If the proposed changes substantially alter site operations, planning staff may refer the proposal to the Planning Commission and City Council for review.
13. If the approved outdoor storage area is unused for material storage for a period of 12 months or more, the fence shall be removed upon notification by the City.
14. Repeat violations related to exterior storage outside of the approved areas, noise, unsightliness, or permit criteria will require additional review of the CUP by the City Council, with possible revocation of the CUP as a remedy.

Passed this 17th day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

November 22, 2023

RE: Conditional Use Permit Application – Lumbermen's

Description of Proposal:

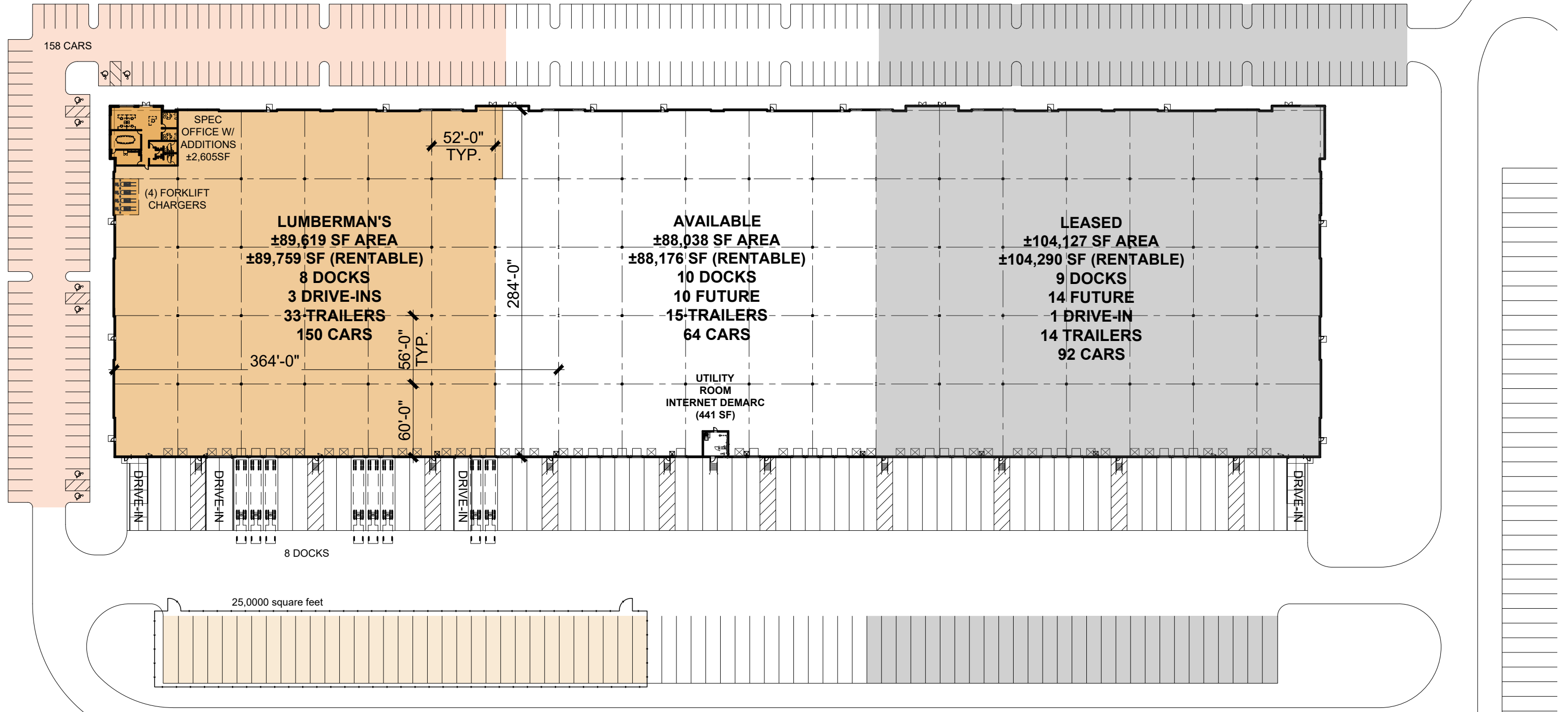
We are delighted to announce that Lumbermen's Inc. is a new lessee in the Cottage Grove Logistics Park, securing space within the smaller of the two existing buildings situated in the southwest corner. Lumbermen's is currently in the process of applying for a conditional use permit to enable outdoor storage encompassing an area of approximately 25,000 square feet.

In delineating the designated outdoor storage space, our proposed fencing solution involves the use of cedar fencing, as depicted in the accompanying rendering. This choice of fencing is preferred for its durability and ease of maintenance. The slats of the cedar fence will be strategically designed to provide screening for the stored products, with a height exceeding that of the stored items. The range of products to be stored includes composite and PVC decking, engineered wood siding and trim, PVC trim, asphalt shingles, and various exterior sheathing products.

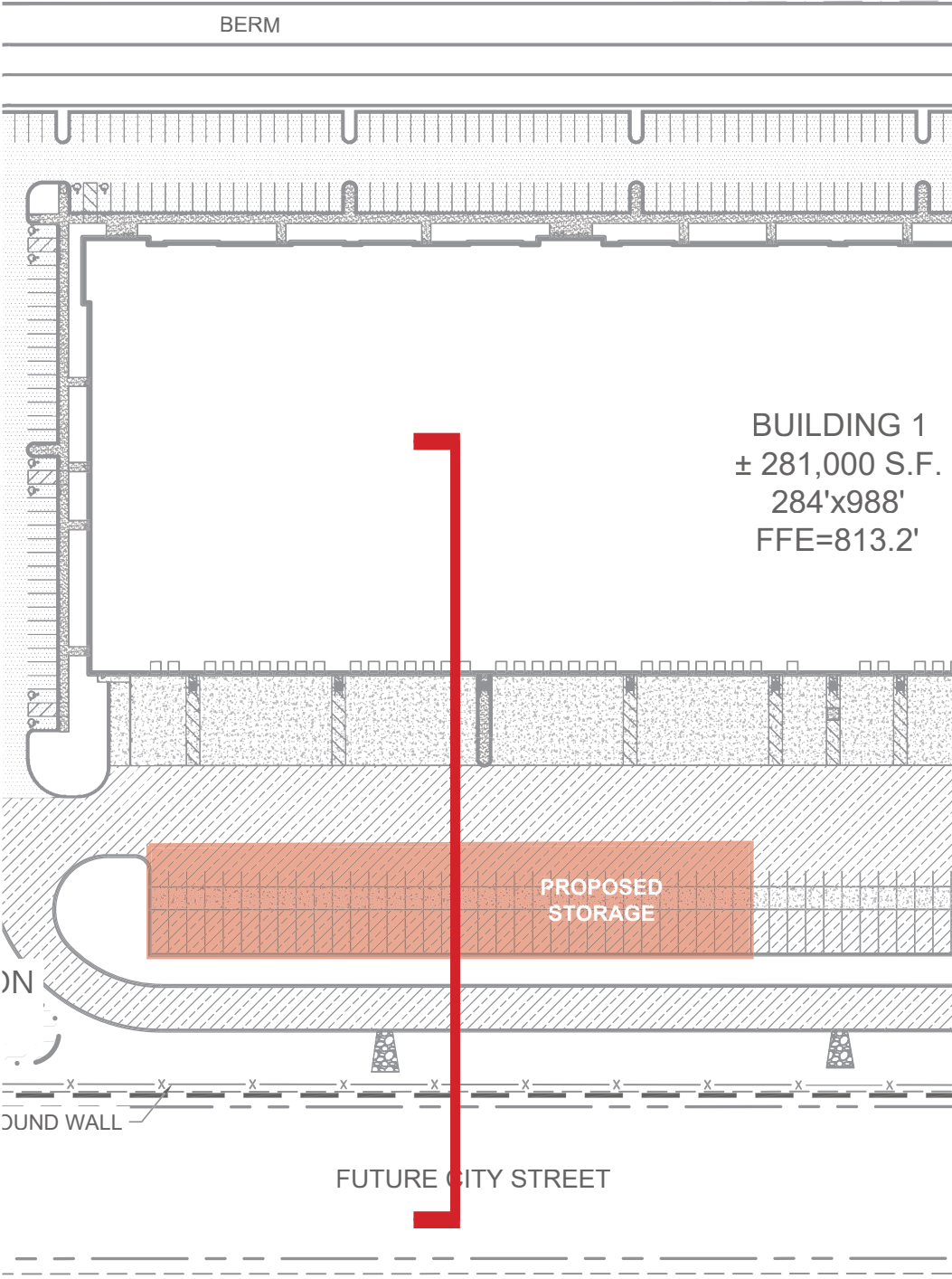
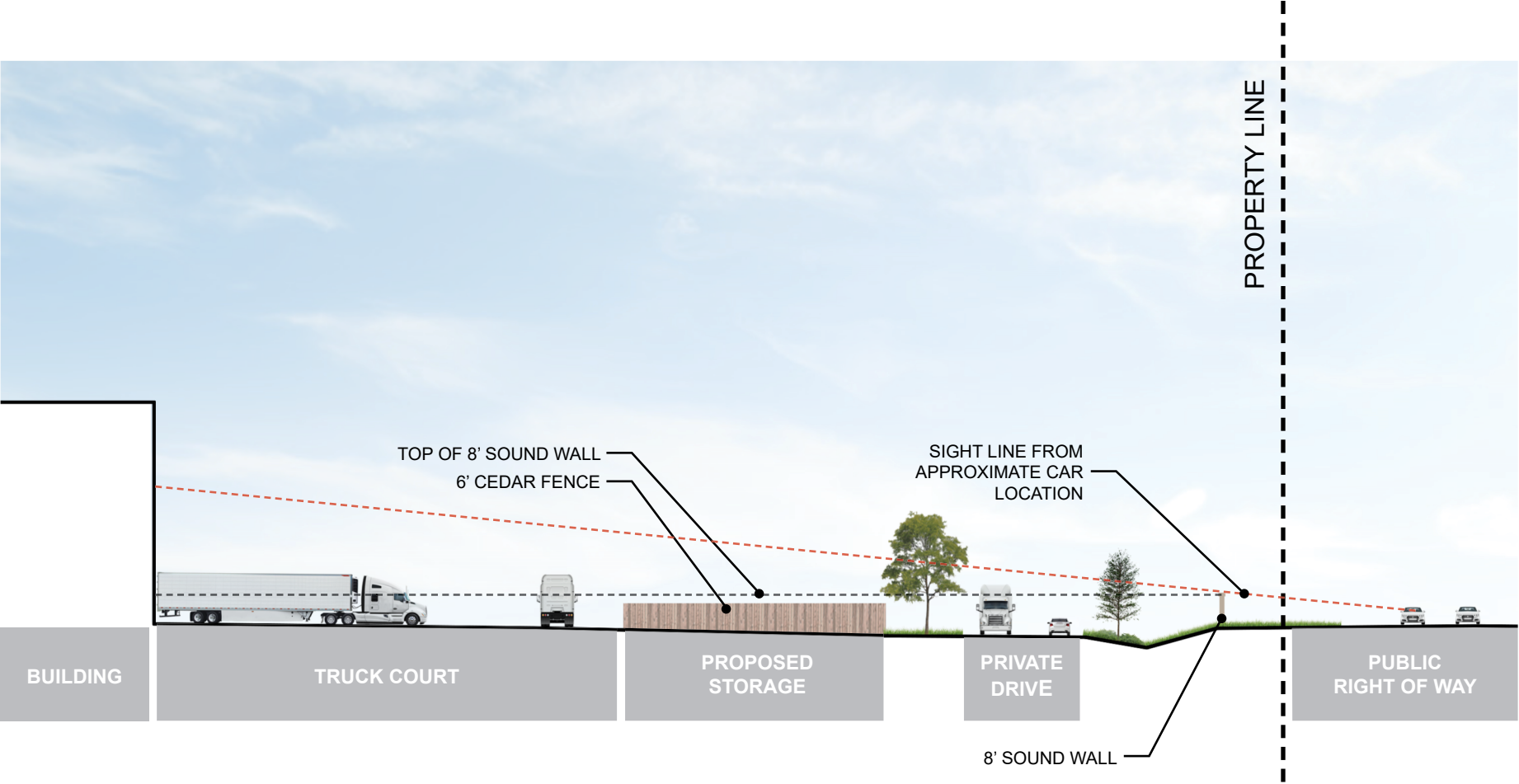
Sincerely,

Ryan Zickel
Development Manager
NorthPoint Development
12977 North Outer Forty, Suite 203
St. Louis, MO 63141

cc: Steve Peterson – President of Lumbermen's







72" 48" 8'

PICKETS (SEE SD-668)

STEEL POST ADAPTOR

STEEL POST

BACK RAIL

DOME CAP

JOB SPECIFICATIONS		
COMPONENTS	SIZE	GRADE
PICKETS	1x6x6'	
FENCE POSTS	2 1/2"	SS40
GATE POSTS	4"	
BACK RAILS	2x4	
NO. OF RAILS	2 RAIL ☒	3 RAIL ☐
NO. OF SINGLE GATES	QTY. 2	WIDTH 8
NO. OF DOUBLE GATES	QTY. —	WIDTH —
TOP DESIGN	DOG EAR	
STYLE		
WOOD SPECIES	Western Red cedar	
NOTES:		

SUBMITTED BY
 Century Fence

SUBMITTED TO

TYPICAL ELEVATION
 SOLID BOARD FENCE
 COMBINATION PIPE / WOOD FRAME

CONTRACTOR
 Sever Construction

STANDARD
 DETAIL

JOB / PROJECT
 Lumbermans - Cottage Grove

ARCHITECT

ENGINEER

COMPILED BY

DWG. NO.
 SD-612

DATE

SHT. ____ OF ____



City Council Action Request

7.G.

Meeting Date 1/17/2024

Department Public Works

Agenda Category Action Item

Title Enhanced Sweeping Program Agreement with SWWD

Staff Recommendation Approve the Enhanced Sweeping Program Agreement with SWWD and accept the CCIP grant in the amount of \$153,000 to cover 50% of the costs to replace the existing Elgin sweeper.

Budget Implication The cost to implement Phase 1 is \$93,133 in staff, fuel, and disposal costs, which will be fully covered by SWWD.

Attachments

1.	1_Enhanced Sweeping Plan & Sweeper CCIP Grant_2024-1-10
2.	2_Enhanced Street Sweeping Plan_2023-12-6
3.	3_Street Sweeping Maps
4.	4_Enhanced Sweeping Program Agreement Revised 12-21-23
5.	5_2024-001 CG Street Sweeper Replacement



To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

From: Ryan Burfeind, Public Works Director

Date: January 10, 2024

Re: Enhanced Sweeping Program Agreement & Street Sweeper CCIP Grant

Background

In 2023, the City of Cottage Grove began discussions with the South Washington Watershed District (SWWD) to implement an enhanced street sweeping program. The goal of this program is to increase the amount of debris that is swept up from our streets, preventing it from entering City stormwater ponds. While there are significant environmental benefits from reducing the amount of organic debris and litter that enters our ponds, it is also a cost savings to the City. While it can cost up to \$100/cubic yard to remove and dispose of debris from our ponds, it costs around \$50/cubic yard when sweeping from our streets.

Discussion

Based on all of the benefits of street sweeping, the City has developed an enhanced sweeping plan which would be implemented in two phases. The City's current sweeping program, referred to as "Baseline" in the plan, will continue to be funded by the City and is listed below.

- April City-wide sweeping
- Sweeping of commercial/industrial areas monthly from June-August
- Fall sweeping of heavy tree canopy areas

Any work above and beyond the Baseline would be fully reimbursed by SWWD, through an Enhanced Sweeping Program Agreement. The City would implement Phase 1 of the Enhanced Program in 2024, which would add the following:

- March sweeping of main roads/commercial areas
- Sweeping of commercial/industrial areas in May
- Full city-wide sweeping in the fall

Phase 1 can be implemented with existing City staff and our existing fleet of two sweepers. The replacement of our 1997 Elgin Sweeper was deemed necessary, to be able to handle the additional workload. SWWD agreed to pay 50% of the cost to replace this sweeper, which was discussed with the City Council during the 2024 budget process. It is anticipated that the cost to implement Phase 1 is \$93,133 in staff, fuel, and disposal costs, which will be fully covered by SWWD.

The Enhanced Sweeping Program also includes a Phase 2, which will involve full City-wide sweeping each month from April-October, along with the March sweeping of main roads/commercial areas. It is anticipated that Phase 2 would require an additional 0.5 FTE of

staff time, along with a third sweeper. The staff time would be funded by the SWWD and would likely be timed with the implementation of a 15th plow route to address workload in the winter months. Also, the City would request that SWWD pay for the full cost of the third sweeper, as it would be dedicated to the Enhanced Sweeping Program. Information on Phase #2 of the Enhanced Program is included for information only at this time. Prior to implementation, regular budget discussion on new FTEs and the added equipment, along with approval by the City Council, would be required.

At their January 9, 2024 Board Meeting, SWWD approved the Enhanced Sweeping Program Agreement specific to Phase #1, and awarded a CCIP grant to cover 50% of the costs of the sweeper replacement, which is included in the 2024 City budget. The full costs of the sweeper are \$306,000, so the grant amount is \$153,000. Both of these documents are included for approval, along with maps highlighting the different sweeping areas.

Recommendation

It is recommended that the City Council approve the Enhanced Sweeping Program Agreement with SWWD and accept the CCIP grant in the amount of \$153,000 to cover 50% of the costs to replace the existing Elgin sweeper.

Cottage Grove Enhanced Street Sweeping Plan Summary

December 6, 2023

Background

The City of Cottage Grove aims to reduce the amount of sediment and pollutant in the City's stormwater conveyance system through an enhanced sweeping program. The City's plan to increase its sweeping efforts comes in a two-phased approach that will increase lane-miles swept and sweepings collected each phase.

Baseline Sweeping

The current sweeping efforts in Cottage Grove include a Spring city-wide street sweeping that is contracted out each year, approximately 160 hours of commercial and industrial area sweeping in the summer months, and an in-house fall sweeping of heavy tree canopy and commercial areas. The estimated baseline costs can be found in Appendix A

Enhanced Sweeping Phase 1

The first phase of the enhanced sweeping plan increases sweeping by more than 430 lane-miles and increases estimated collected sweepings by more than 1200 cubic yards. This will be achieved through adding to the baseline sweeping efforts in the following areas: a March round of sweeping on main roads and commercial areas in the city prior to the city-wide contracted sweeping; increasing sweeping in the summer to main roads, commercial, and industrial areas once a month; and an additional city-wide sweep in the fall. Estimated total costs (labor, fuel, and disposal) can be found in Appendix B. As part of this phase, the City's existing Elgin Pelican sweeper will be replaced. The City is requesting a 50% cost share from the South Washington Watershed District on this expense. The total cost of the sweeper is estimated at \$306,000.

Enhanced Sweeping Phase 2

The second and final phase of the enhanced sweeping plan aims to sweep every city lane-mile once a month from April to October. Additionally, the March round of main roads and commercial areas stated in the first phase would still be completed. These efforts would complete over 1,900 lane-miles more than the current baseline sweeping and would collect an estimated 2,280 additional cubic yards of sweepings. Total costs for the second phase can be found in Appendix B. To fully achieve the second phase of enhanced sweeping in Cottage Grove, an additional ½ FTE and sweeper will be necessary. While the cost of the additional staff member would be represented in the labor cost, the sweeper would be an additional expense that the City would request through the Enhanced Sweeping Program, which is estimated at \$320,000.

Appendix A

Annual Cottage Grove Baseline Sweeping Cost Estimate

BASELINE SWEEPING PROGRAM

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (Cu. Yd.)	DISPOSAL (\$/YD)	DISPOSAL COST	TOTAL COST
Spring (City)	Entire City (w/ Contractor)	146	68.33	\$ 9,976.18	384	\$ 1,299.96	621	2.14	\$ 1,328.94	\$ 12,605.08
Spring (Contract)	Entire City (w/ City)	350	117	\$ 40,950.00	included above	N/A	Included above	N/A	N/A	\$ 40,950.00
Summer	Business/Commercial	160	60	\$ 9,600.00	240	\$ 1,424.61	160	2.14	\$ 342.40	\$ 11,367.01
Fall	Heavy Tree Canopy	800	60	\$ 48,000.00	194	\$ 3,561.53	1440	2.14	\$ 3,081.60	\$ 54,643.13
FULL YEAR		1456		\$ 108,526.18	818	\$ 6,286.10	2221		\$ 4,752.94	\$ 119,565.22

Appendix B

Annual Cottage Grove Enhanced Sweeping Cost Estimate

ENHANCED SWEEPING PROGRAM- Phase 1

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (CY)	DISPOSAL (\$/CY)	DISPOSAL COST	TOTAL COST
March (pre city-wide)	Main roads and commercial areas	56	\$ 60.00	\$ 3,360.00	52	\$ 498.37	200	2.14	\$ 428.00	\$ 4,286.37
Spring (City)	Entire City (w/ Contractor)	146	\$ 68.33	\$ 9,976.18	384	\$ 1,299.33	800	2.14	\$ 1,712.00	\$ 12,987.51
Spring (Contract)	Entire City (w/ City)	350	\$ 117.00	\$ 40,950.00	N/A	N/A	Included w/ city			\$ 40,950.00
Summer (May-August)	Business/Commercial	200	\$ 60.00	\$ 12,000.00	240	\$ 1,779.90	250	2.14	\$ 535.00	\$ 14,314.90
Fall	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 6,229.65	1500	2.14	\$ 3,210.00	\$ 93,439.65
Fall	Heavy Tree canopy Areas	700	\$ 60.00	\$ 42,000.00	194	\$ 3,114.83	750	2.14	\$ 1,605.00	\$ 46,719.83
FULL YEAR		2852		\$ 192,286.18	1254	\$ 12,922.08	3500		\$ 7,490.00	\$ 212,698.26

ENHANCED SWEEPING PROGRAM- Phase 2 (Full City Monthly besides March)

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (CY)	DISPOSAL (\$/CY)	DISPOSAL COST	TOTAL COST
March (pre city-wide)	Main roads and commercial areas	56	\$ 60.00	\$ 3,360.00	52	\$ 498.37	200	2.14	\$ 428.00	\$ 4,286.37
Spring (City)	Entire City	150	\$ 68.33	\$ 10,249.50	384	\$ 1,334.93	800	2.14	\$ 1,712.00	\$ 13,296.43
Spring (Contract)	Entire City	350	\$ 117.00	\$ 40,950.00	N/A				\$ -	\$ 40,950.00
Summer (May-August)	Entire City	1000	\$ 60.00	\$ 60,000.00	1536	\$ 8,899.50	1000	2.14	\$ 2,140.00	\$ 71,039.50
September	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 12,459.30	1500	2.14	\$ 3,210.00	\$ 99,669.30
October	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 12,459.30	1000	2.14	\$ 2,140.00	\$ 98,599.30
FULL YEAR		4356		\$ 282,559.50	2740	\$ 35,651.40	4500		\$ 9,630.00	\$ 327,840.90

Appendix C

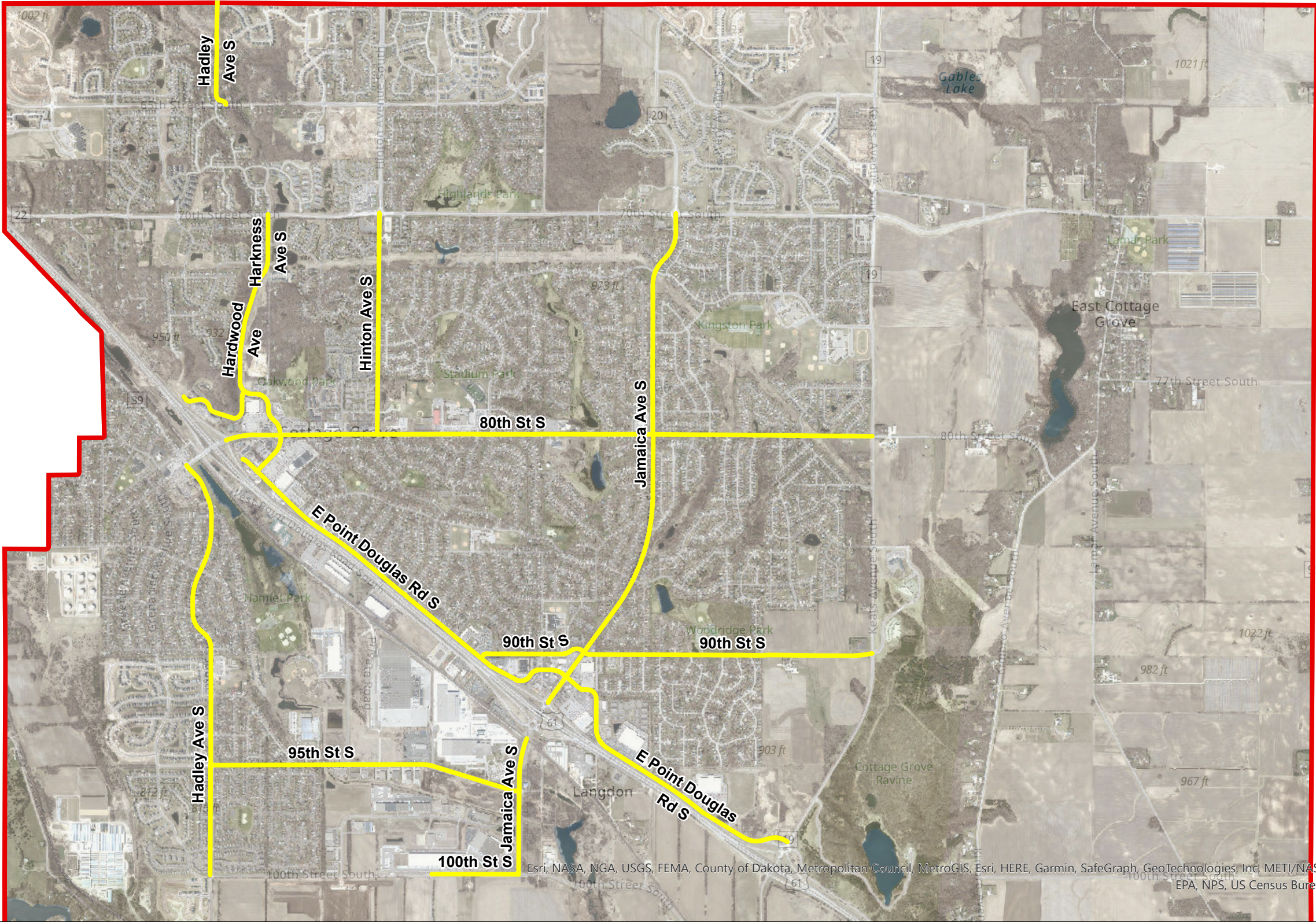
Cost Summary

TABLE 4 - ENHANCED SWEEPING COST SUMMARY

	BASELINE	ENHANCED 1	ENHANCED 2	BASELINE TO ENHANCED 1	BASELINE TO ENHANCED 2
LANE MILES SWEPT	818	1254	2740	436	1922
SWEEPINGS COLLECTED (CY)	2220	3500	4500	1280	2280
LABOR HOURS	1456	2852	4356	1396	2900
TOTAL ESTIMATED ANNUAL COST	\$ 119,565.22	\$ 212,698.26	\$ 327,840.90	\$ 93,133.04	\$ 208,275.68

TABLE 5 - EQUIPMENT PURCHASE COSTS

	COST	SWWD COST SHARE	SWWD COST
ENHANCED PHASE 1 - SWEEPER REPLACEMENT	\$ 306,000.00	50%	\$ 153,000.00
ENHANCED PHASE 2 - NEW SWEEPER PURCHASE	\$ 320,000.00	100%	\$ 320,000.00



Legend

- March Pre City Wide Sweep
- City Limits
- Append

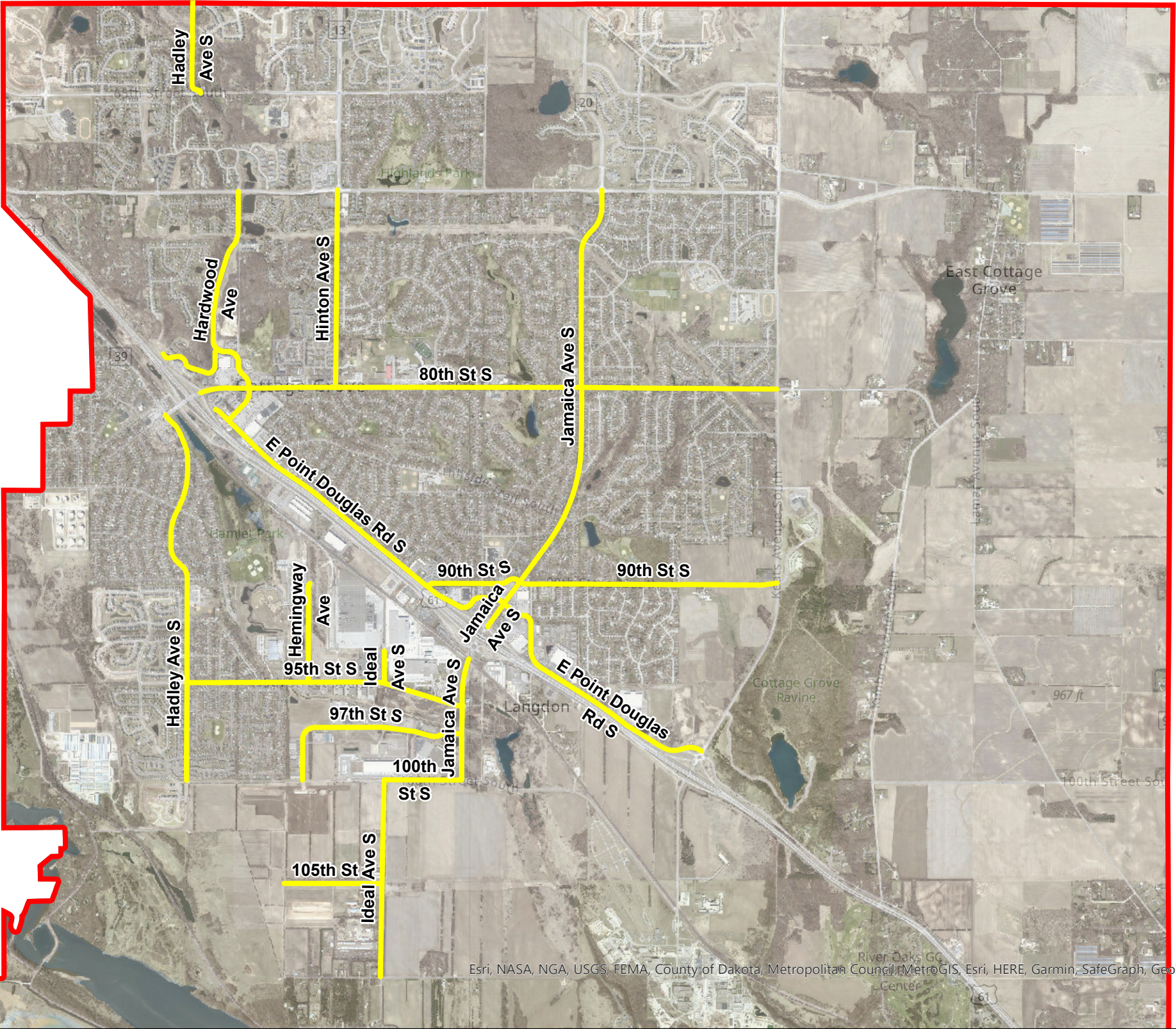


March Pre City Wide Sweep Streets
Cottage Grove, MN

Date: 5/19/2023



Esri, NASA, NGA, USGS, FEMA, County of Dakota, Metropolitan Council, MetroGIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Legend

- Commercial and Industrial Main Roads
- City Limits

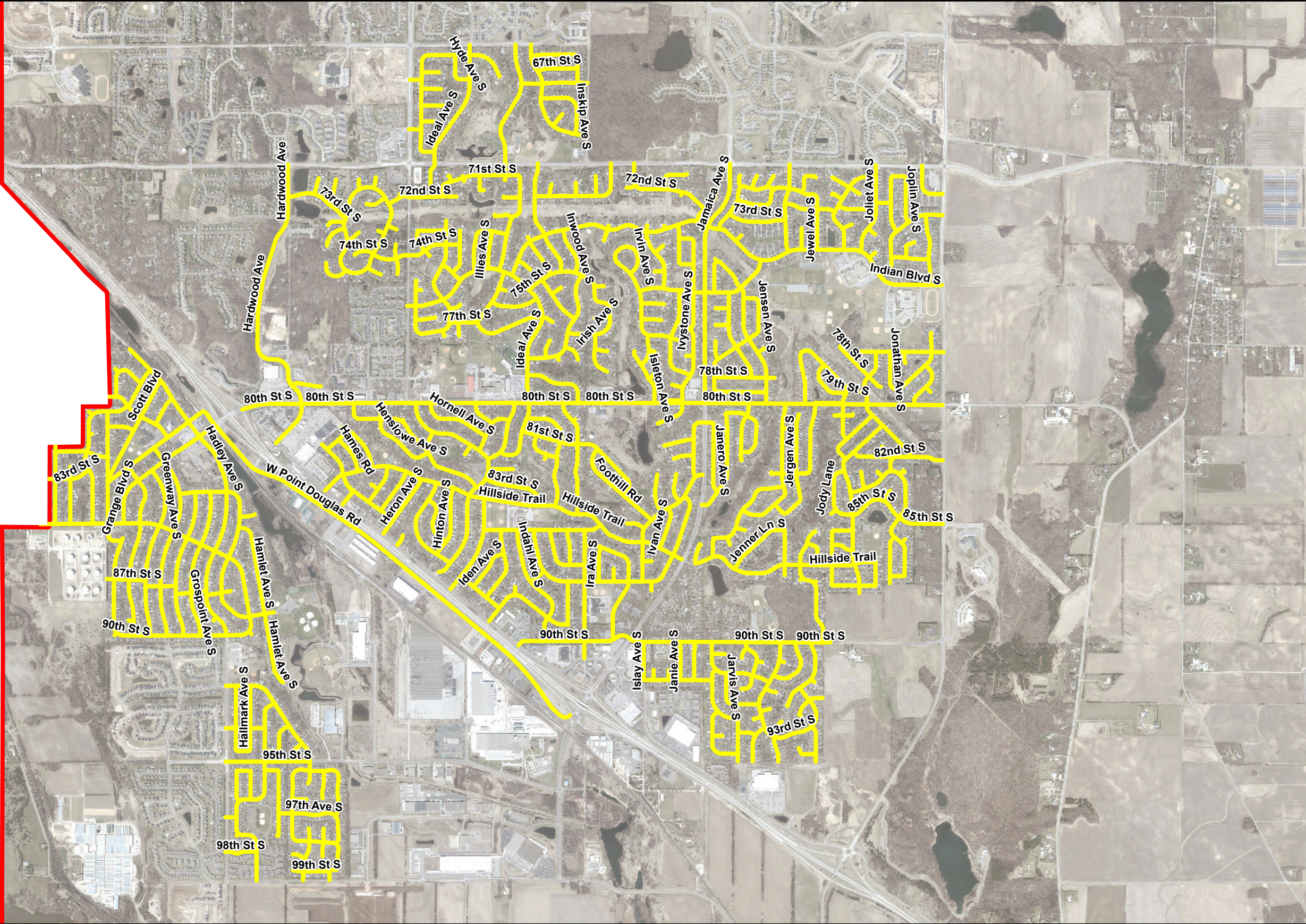
Esri, NASA, NGA, USGS, FEMA, County of Dakota, Metropolitan Council, MetroGIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA



Commercial/Industrial Main Roads
Cottage Grove, MN

Date: 5/19/2023





Legend

- Heavy Tree Canopy Areas
- City Limits



Heavy Tree Canopy Areas
Cottage Grove, MN

Date: 5/19/2023



SOUTH WASHINGTON WATERSHED DISTRICT
CITY OF COTTAGE GROVE
ENHANCED STREET SWEEPING COOPERATIVE AGREEMENT

THIS ENHANCED STREET SWEEPING COST PARTICIPATION AGREEMENT ("Agreement") dated _____, is by and between the South Washington Watershed District, a political subdivision of the State of Minnesota, (hereinafter referred to as the "SWWD"), and the City of Cottage Grove, a political subdivision of the State of Minnesota, (hereinafter referred to as the "City"). Hereinafter, SWWD and City may be referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. The City and SWWD have a mutual interest in the management of the water resources in southern Washington County and within the City.
- B. The City operates a street sweeping program as part of its Public Works Department and in support of its Municipal Separate Storm Sewer System (MS4) permit.
- C. The City and SWWD collaborated on development of an Enhanced Street Sweeping Plan which identifies an enhanced program as a cost-effective Best Management Practice (BMP) to reduce nutrient loading to City and SWWD lakes and reduce maintenance needs of other BMPs.
- D. SWWD desires to support the City's implementation of the Enhanced Street Sweeping Plan, beginning with increased operation of existing City equipment. If efforts to implement the Enhanced Street Sweeping Plan are successful, SWWD desires to support the City in expanding its sweeping capacities through the purchase of additional equipment.
- E. The City and SWWD have collaborated or co-operated on several water resources efforts in the past.

THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the SWWD and the City agree as follows:

- I. Purpose, Term, and Automatic Renewal: The purpose of this Agreement is as set forth in the above recitals, which are incorporated herein by reference. The term of this Agreement shall commence on the date of execution of this Agreement when all required signatures have been provided below and shall continue until December 31, 2024. Thereafter, this Agreement will automatically renew for additional one (1) year terms ("Renewal Term") on January 1st of each successive year upon the same terms and conditions as herein stated, unless and until either Party gives the other written notice on or before August 1st prior to a new Renewal Term that the Party does not intend to renew this Agreement.
- II. City of Cottage Grove RESPONSIBILITIES:
 - A. Outreach. The City will lead public outreach and any other required communication with City residents about ongoing street sweeping efforts.

- B. Funding. The City will continue funding its baseline street sweeping program, as identified in the City's 2023 Stormwater Pollution Prevention Plan (SWPPP), and as required by its MS4 permit. If either Party receives funding from outside sources, the funds received will be applied to the total cost of the Enhanced Street Sweeping Program.
- C. Sweeping. The City will operate an Enhanced Street Sweeping Program as identified in its Enhanced Street Sweeping Plan, attached as Exhibit A.
- D. Schedule. The City will begin enhanced street sweeping efforts upon execution of this Agreement and shall continue annually for the term of this Agreement.
- E. Reporting. The City will submit an annual report to SWWD by December 15th of each year summarizing the City's enhanced street sweeping efforts from the previous year. The report will include summaries of labor, operation, and maintenance costs, in addition to an estimate of the amount of material collected and disposed of, broken down by sweeping area.

III. South Washington Watershed District RESPONSIBILITIES:

- A. Outreach. SWWD and its partners will assist the City in promoting the Enhanced Street Sweeping Program and its water quality benefits.
- B. Funding. The SWWD will reimburse the City for the costs of operating the Enhanced Street Sweeping Program upon the submission of an invoice from the City. The invoice will contain summaries of the City's labor, operation, maintenance, and disposal costs. If either Party receives funding from outside sources, the funds received will be applied to the total cost of the Enhanced Street Sweeping Program. During the initial term and any subsequent Renewal Term of this Agreement, the total contribution from SWWD to the City for its Enhanced Street Sweeping Program costs shall not to exceed \$200,000 without the signed, written approval from SWWD.
- C. Program Expansion. Should the cooperative efforts of SWWD and the City to implement the City's Enhanced Street Sweeping Plan prove successful, SWWD will consider funding further Enhanced Street Sweeping Program expansion through the purchase of additional equipment under the terms and conditions of a subsequent agreement.

IV. General Provisions:

- A. Relationship of Parties. Nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a joint powers relationship, partnership, joint venture, or agency relationship between the Parties.
- B. Employees. The City and SWWD represent that they have or will secure, at their own expense, all personnel and/or contractors required for their respective performance of this Agreement. Any and all personnel and contractors of the City shall not be deemed to have any employment or contractual relationship with SWWD. Any and all personnel and contractors of SWWD shall not be deemed to have any employment or contractual relationship with the City.
- C. Liability. Except if arising from or out of SWWD's fault or negligence, City agrees to indemnify and defend the SWWD, its successors, and assigns against and will hold harmless the SWWD, its successors and assigns from any claims, expenses or damages, including attorneys' fees,

arising from City performance of this Agreement. SWWD agrees to indemnify and defend the City, its successors, and assigns against and will hold harmless the City, its successors and assigns from any claims, expenses or damages, including attorneys' fees, arising from SWWD's performance of this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of SWWD and City, they shall be borne by each Party in proportion to its own negligence.

- D. Assignment or Modification. This Agreement shall be binding upon and inure to the benefit of City and the SWWD, and their respective successors and assigns; provided, however, that neither Party may assign this Agreement without the prior written consent of the other Party. Any modification, alteration, amendments, deletions, or waivers of any provision of this Agreement will be valid only when mutually agreed upon in writing and signed by both Parties. Any such waiver shall not affect the waiving Party's rights with respect to any other or further breach. City's use of contracted services to meet its obligations under this Agreement shall not be construed to be an assignment.
- E. Data Practices. All data collected, created, received, maintained, or disseminated for any purposes by the activities of either Party because of this Agreement, shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, as well as any applicable federal regulations on data privacy. Each Party to this Agreement shall respond to any data request submitted directly to it pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- F. Records. Both Parties agree that they or any of their duly authorized representatives, at any time, during normal business hours, and as often as they may reasonably deem necessary, shall have access to and have the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to this Agreement, as well as the accounting practices and procedures of the Parties.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Delay in Performance. Neither City nor SWWD 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 SWWD 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.

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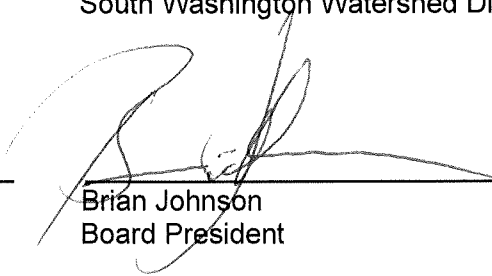
IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed on the date shown below.

City of Cottage Grove

South Washington Watershed District

Myron Bailey
Mayor

Date



Brian Johnson
Board President

Date

01/09/2024

Tamara Anderson
City Clerk

Date

EXHIBIT A

Cottage Grove Enhanced Street Sweeping Plan Summary

December 6, 2023

Background

The City of Cottage Grove aims to reduce the amount of sediment and pollutant in the City's stormwater conveyance system through an enhanced sweeping program. The City's plan to increase its sweeping efforts comes in a two-phased approach that will increase lane-miles swept and sweepings collected each phase.

Baseline Sweeping

The current sweeping efforts in Cottage Grove include a Spring city-wide street sweeping that is contracted out each year, approximately 160 hours of commercial and industrial area sweeping in the summer months, and an in-house fall sweeping of heavy tree canopy and commercial areas. The estimated baseline costs can be found in Appendix A

Enhanced Sweeping Phase 1

The first phase of the enhanced sweeping plan increases sweeping by more than 430 lane- miles and increases estimated collected sweepings by more than 1200 cubic yards. This will be achieved through adding to the baseline sweeping efforts in the following areas: a March round of sweeping on main roads and commercial areas in the city prior to the city-wide contracted sweeping; increasing sweeping in the summer to main roads, commercial, and industrial areas once a month; and an additional city-wide sweep in the fall. Estimated total costs (labor, fuel, and disposal) can be found in Appendix B. As part of this phase, the City's existing Elgin Pelican sweeper will be replaced. The City is requesting a 50% cost share from the South Washington Watershed District on this expense. The total cost of the sweeper is estimated at \$306,000.

Enhanced Sweeping Phase 2

The second and final phase of the enhanced sweeping plan aims to sweep every city lane-mile once a month from April to October. Additionally, the March round of main roads and commercial areas stated in the first phase would still be completed. These efforts would complete over 1,900 lane-miles more than the current baseline sweeping and would collect an estimated 2,280 additional cubic yards of sweepings. Total costs for the second phase can be found in Appendix B. To fully achieve the second phase of enhanced sweeping in Cottage Grove, an additional ½ FTE and sweeper will be necessary. While the cost of the additional staff member would be represented in the labor cost, the sweeper would be an additional expense that the City would request through the Enhanced Sweeping Program, which is estimated at \$320,000.

Appendix A

Annual Cottage Grove Baseline Sweeping Cost Estimate

BASELINE SWEEPING PROGRAM

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (Cu. Yd.)	DISPOSAL (\$/YD)	DISPOSAL COST	TOTAL COST
Spring (City)	Entire City (w/ Contractor)	146	68.33	\$ 9,976.18	384	\$ 1,299.96	621	2.14	\$ 1,328.94	\$ 12,605.08
Spring (Contract)	Entire City (w/ City)	350	117	\$ 40,950.00	included above	N/A	Included above	N/A	N/A	\$ 40,950.00
Summer	Business/Commercial	160	60	\$ 9,600.00	240	\$ 1,424.61	160	2.14	\$ 342.40	\$ 11,367.01
Fall	Heavy Tree Canopy	800	60	\$ 48,000.00	194	\$ 3,561.53	1440	2.14	\$ 3,081.60	\$ 54,643.13
FULL YEAR		1456		\$ 108,526.18	818	\$ 6,286.10	2221		\$ 4,752.94	\$ 119,565.22

Appendix B

Annual Cottage Grove Enhanced Sweeping Cost Estimate

ENHANCED SWEEPING PROGRAM- Phase 1

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (CY)	DISPOSAL (\$/CY)	DISPOSAL COST	TOTAL COST
March (pre city-wide)	Main roads and commercial areas	56	\$ 60.00	\$ 3,360.00	52	\$ 498.37	200	2.14	\$ 428.00	\$ 4,286.37
Spring (City)	Entire City (w/ Contractor)	146	\$ 68.33	\$ 9,976.18	384	\$ 1,299.33	800	2.14	\$ 1,712.00	\$ 12,987.51
Spring (Contract)	Entire City (w/ City)	350	\$ 117.00	\$ 40,950.00	N/A	N/A	Included w/ city			\$ 40,950.00
Summer (May-August)	Business/Commercial	200	\$ 60.00	\$ 12,000.00	240	\$ 1,779.90	250	2.14	\$ 535.00	\$ 14,314.90
Fall	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 6,229.65	1500	2.14	\$ 3,210.00	\$ 93,439.65
Fall	Heavy Tree canopy Areas	700	\$ 60.00	\$ 42,000.00	194	\$ 3,114.83	750	2.14	\$ 1,605.00	\$ 46,719.83
FULL YEAR		2852		\$ 192,286.18	1254	\$ 12,922.08	3500		\$ 7,490.00	\$ 212,698.26

ENHANCED SWEEPING PROGRAM- Phase 2 (Full City Monthly besides March)

SEASON	AREA	HOURS	RATE (\$/HR)	LABOR COST	LANE-MILES	FUEL COST	SWEEPINGS (CY)	DISPOSAL (\$/CY)	DISPOSAL COST	TOTAL COST
March (pre city-wide)	Main roads and commercial areas	56	\$ 60.00	\$ 3,360.00	52	\$ 498.37	200	2.14	\$ 428.00	\$ 4,286.37
Spring (City)	Entire City	150	\$ 68.33	\$ 10,249.50	384	\$ 1,334.93	800	2.14	\$ 1,712.00	\$ 13,296.43
Spring (Contract)	Entire City	350	\$ 117.00	\$ 40,950.00	N/A				\$ -	\$ 40,950.00
Summer (May-August)	Entire City	1000	\$ 60.00	\$ 60,000.00	1536	\$ 8,899.50	1000	\$ 2.14	\$ 2,140.00	\$ 71,039.50
September	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 12,459.30	1500	\$ 2.14	\$ 3,210.00	\$ 99,669.30
October	Entire City	1400	\$ 60.00	\$ 84,000.00	384	\$ 12,459.30	1000	\$ 2.14	\$ 2,140.00	\$ 98,599.30
FULL YEAR		4356		\$ 282,559.50	2740	\$ 35,651.40	4500		\$ 9,630.00	\$ 327,840.90

Appendix C
Cost Summary

TABLE 4 - ENHANCED SWEEPING COST SUMMARY

	BASELINE	ENHANCED 1	ENHANCED 2	BASELINE TO ENHANCED 1	BASELINE TO ENHANCED 2
LANE MILES SWEPT	818	1254	2740	436	1922
SWEEPINGS COLLECTED (CY)	2220	3500	4500	1280	2280
LABOR HOURS	1456	2852	4356	1396	2900
TOTAL ESTIMATED ANNUAL COST	\$ 119,565.22	\$ 212,698.26	\$ 327,840.90	\$ 93,133.04	\$ 208,275.68

TABLE 5 - EQUIPMENT PURCHASE COSTS

	COST	SWWD COST SHARE	SWWD COST
ENHANCED PHASE 1 - SWEEPER REPLACEMENT	\$ 306,000.00	50%	\$ 153,000.00
ENHANCED PHASE 2 - NEW SWEEPER PURCHASE	\$ 320,000.00	100%	\$ 320,000.00



2024 COORDINATED CAPITAL IMPROVEMENT PROGRAM CONTRACT

General Information (to be completed by SWWD)

Organization SWWD	Contract Number CCIP2024-001	Other federal or other state funds? Yes ☐ No ☒	Amendment ☐ Board meeting date(s) _____	Canceled ☐ Board meeting date: _____
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*If contract amended, attach amendment form(s) to this contract.

Organization/Contact

Organization City of Cottage Grove			
Contact Person Ryan Burfeind	Address 8635 West Point Douglas Road	City/State Cottage Grove, MN	Zip code 55016
Email rburfeind@cottagegrovemn.gov		Phone 651-458-2899	

Project Location

Address City-Wide	City/State Cottage Grove, MN	Zip code 55016
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Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- SWWD's Coordinated Capital Improvement Program is a reimbursement program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
- If the contract amount changes upon receipt of a qualified bid or requested change order, requested changes to the grant amount must be approved by the SWWD Board prior to any expenses being incurred, to be eligible for reimbursement. If the Board approves, the District will provide an amended agreement and contract amount prior to commencing work on the project. The SWWD will not accept increased project cost after work has commenced or the project is complete.
- The City is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, **a minimum of 10 years, is achieved.**
- Should the City fail to maintain the practice during its effective life, the City is liable to the South Washington Watershed District for the amount up to 100% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the City's control, or if conservation practices are applied at the City's expense that provide equivalent protection of the soil and water resources.
- This contract, when approved by the SWWD board, will remain in effect unless canceled by mutual agreement. Practices will be completed by **December 31, 2025** unless this contract is amended by mutual consent to reschedule the work and funding. SWWD Staff may execute amendments to extend the deadline on behalf of the SWWD Board of Managers.
- Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by SWWD as practical and reasonable. The SWWD Board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The City's signature indicates agreement to:

1. Grant the District's representative(s) access to the parcel(s) where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative, if applicable.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of 100% percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date	Organization's Authorized Representative
------	--

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is Stormwater Infrastructure Maintenance

Practice standards or eligible component(s) Equipment Purchase: 2024 Elgin Pelican Street Sweeper	Engineered Practice (☐ yes or ☒ no) Ecological practice (☐ yes or ☒ no)	Total Project Cost Estimate \$306,000
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The estimated benefits of this project are:

		Runoff Volume Reduction
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date	Technical Representative
------	--------------------------

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the smaller of 50% of the SWWD-approved final total project cost (see item 6, above) or the amount listed below.

\$ \$153,000.00 from 2024 Targeted Retrofit – Street Sweeping (SWW SUF)
Enter program name and fiscal year
\$ _____ from _____
Enter program name and fiscal year

Board Meeting Date 01/09/24	Authorized Signature 	Total Amount Authorized \$153,000.00
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City Council Action Request

7.H.

Meeting Date 1/17/2024

Department Public Works

Agenda Category Action Item

Title Summer's Landing 5th Addition-Change Order # 1 & Final Payment

Staff Recommendation Approve Change Order #1 and adopt resolution 2024-011 approving the final payment of \$93,367.59 for the Summers Landing 5th Addition project.

Budget Implication The final payment amount, with Change Order #1, will be \$93,367.59. \$10,170.00 will be paid by the water utility fund, and \$83,197.59 is paid by assessments.

Attachments

1.	1_Summers Landing 5th Change Order #1 & Final Payment_Memo_2024-1-10
2.	2_Summers Landing 5th Final Payment Resolution 2024-1-17
3.	3_Pay Application #4 - FINAL - 010824
4.	4_#499 - Change Order #1 - 010824



To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

From: Ryan Burfeind, Public Works Director

Date: January 10, 2024

Re: Summers Landing 5th – Change Order #1 & Final Payment

Background

The Summers Landing 5th Addition contains 79 single family lots that are located in the northwest and southwest corners of the Summers Landing Development. This was the final phase of the development by Summergate, with homes constructed by Lennar. Similar to earlier phases of the project, streets and utilities were constructed under the MN Statute 429 process, where the City completes the work through a publicly bid project and is paid back through assessments. All punch list work has been completed for this development project and it is ready for final payment.

Discussion

During the construction process, there was an issue with the water main in the southwest corner of the development, where the contractor could not get the newly installed pipe to pass the required pressure testing. This section of pipe was connected to the City water system at an existing City owned valve. This led to extensive investigation work requiring the water main to be re-excavated, and fittings checked for leaks. While the contractor did identify and repair defects in the newly installed water main, the pressure test was still failing. Further investigation resulted in additional corrective work, and prior to re-testing, the pipe was isolated from the existing city valve as well. At this point, the water main pressure test passed. The total cost of investigation, corrective, and re-testing work was \$40,680.

Given the potential for the City valve to have been leaking, the contractor submitted a formal request for the City to cover a portion of the corrective costs. Staff completed an extensive review of this situation, including field notes from both the City inspector and contractor foreman. Through negotiations with the contractor, staff are recommending that the City pay for 25% of the costs, or \$10,170. This is because, based on the sequence of events, the City valve cannot be ruled out as part of the issue causing the failed pressure tests. Also, investigative work to rule out the valve will likely exceed this amount. This requires a change order to be issued in this amount, which will be covered by the water utility fund.

The final payment amount, with Change Order #1, will be \$93,367.59. \$10,170 will be paid by the water utility fund, and \$83,197.59 is paid by assessments.

Recommendation

It is recommended that the City Council approve Change Order #1 and adopt resolution 2024-11 approving the final payment of \$93,367.59 for the Summers Landing 5th Addition project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-011

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$93,367.59 TO RL LARSON EXCAVATING INC.,
FOR THE
SUMMERS LANDING 5TH ADDITION PROJECT**

WHEREAS, the City Engineer has certified that the work has been satisfactorily completed; and

WHEREAS, the awarded total contract amount was \$1,378,324.37.

WHEREAS, one Change Order was issued raising the total contract amount to \$1,388,494.37. The final construction cost was \$1,385,476.51, which is \$3,017.86 lower than the revised contract amount; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$93,367.59 is paid to RL Larson Excavating, for the final payment for the Summers Landing 5th Addition project.

Passed this 17th day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: January 8, 2024
For Period: 6/16/2022 - 1/8/2024	Request No: 4/Final
Contractor: RL Larson Excavating, Inc 2255 12th Street SE St. Cloud, MN 56304	

CONTRACTOR'S REQUEST FOR PAYMENT

SUMMERS LANDING 5TH ADDITION - UTILITY, STREET AND LIGHTING IMPROVEMENTS
STANTEC PROJECT NO. 193805197

SUMMARY

1	Original Contract Amount		\$ 1,378,324.37
2	Change Order - Addition	\$ 10,170.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 1,388,494.37
5	Value Completed to Date		\$ 1,385,476.51
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 1,385,476.51
8	Less Retainage 0%		\$ 0.00
9	Subtotal		\$ 1,385,476.51
10	Less Amount Paid Previously		\$ 1,292,108.92
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	4/Final	\$ 93,367.59

Recommended for Approval by:

STANTEC

David Sanocki Digitally signed by David Sanocki
Date: 2024.01.08 08:18:44 -06'00'

Approved by Contractor:
RL LARSON EXCAVATING, INC.

Approved by Owner:
CITY OF COTTAGE GROVE

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
GENERAL							
1	MOBILIZATION	LS	1	\$17,000.00	0.1	1	\$17,000.00
2	TRAFFIC CONTROL	LS	1	\$3,885.00	0.1	1	\$3,885.00
3	STREET SWEEPER WITH OPERATOR	HR	20	\$150.00		5	\$750.00
4	TEMPORARY HYDROMULCH	AC	3	\$2,310.00		2	\$4,620.00
5	SEEDING	LB	560	\$3.50		560	\$1,960.00
6	HYDRAULIC MATRIX	AC	3	\$3,281.25		3	\$9,843.75
7	SALVAGED TOPSOIL BORROW	CY	1500	\$7.00		1500	\$10,500.00
8	SEDIMENT CONTROL LOGS	LF	200	\$2.10		570	\$1,197.00
	TOTAL GENERAL						\$49,755.75
SANITARY SEWER							
9	8" PVC SANITARY SEWER PIPE, SDR 35, 10-15' DEEP	LF	1910	\$29.82		1909	\$56,926.38
10	8" PVC SANITARY SEWER PIPE, SDR 35, 15-20' DEEP	LF	650	\$33.41		647	\$21,616.27
11	8" PVC SANITARY SEWER PIPE, SDR 26, 15-20' DEEP	LF	270	\$36.80		271	\$9,972.80
12	8" PVC SANITARY SEWER PIPE, SDR 26, 20-25' DEEP	LF	140	\$40.21		138	\$5,548.98
13	4' DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	EA	21	\$3,100.08		21	\$65,101.68
14	SANITARY STRUCTURE OVERDEPTH	LF	125	\$243.16		125	\$30,395.00
15	CONNECT TO EXISTING SANITARY PIPE	EA	2	\$1,143.63		2	\$2,287.26
16	CONNECT TO EXISTING SANITARY MANHOLE	EA	2	\$1,525.00		2	\$3,050.00
17	TELEVIEW SANITARY SEWER	LF	2970	\$1.68		2965	\$4,981.20
18	8" X 4" PVC WYE, SDR 26	EA	75	\$330.47		75	\$24,785.25
19	ADJUST EXISTING MANHOLE CASTING	EA	2	\$627.17		2	\$1,254.34
20	IMPROVED PIPE FOUNDATION	LF	2970	\$0.01			\$0.00
	TOTAL SANITARY SEWER						\$225,919.16
WATERMAIN							
21	CLEARING AND GRUBBING	LS	1	\$2,900.00		1	\$2,900.00
22	6" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	100	\$38.96		72	\$2,805.12
23	8" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	3000	\$42.65		2868	\$122,320.20
24	18" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	560	\$99.08		585	\$57,961.80
25	6" GATE VALVE AND BOX	EA	2	\$1,521.20		2	\$3,042.40
26	8" GATE VALVE AND BOX	EA	5	\$1,961.10		5	\$9,805.50
27	18" BUTTERFLY VALVE AND BOX	EA	2	\$4,855.99		2	\$9,711.98
28	HYDRANT	EA	2	\$4,525.87		2	\$9,051.74
29	DUCTILE IRON FITTINGS	LBS	3100	\$6.96		3348	\$23,302.08
30	6" MEGALUG	EA	18	\$23.21		18	\$417.78
31	8" MEGALUG	EA	60	\$34.90		66	\$2,303.40
32	18" MEGALUG	EA	17	\$202.21		19	\$3,841.99
33	CONNECT TO EXISTING WATER MAIN	EA	5	\$1,394.00		5	\$6,970.00
34	SALVAGE AND REINSTALL HYDRANT	EA	5	\$1,437.15		5	\$7,185.75
35	SALVAGE AND REINSTALL 6" GATE VALVE AND BOX	EA	5	\$719.29		5	\$3,596.45
36	6 INCH CONCRETE HYDRANT ACCESS PAD	SF	110	\$11.50	113	113	\$1,299.50
37	IMPROVED PIPE FOUNDATION	LF	3660	\$0.01			\$0.00
38	INSULATION (4" THICK)	SY	10	\$41.05		7.1	\$291.45
	TOTAL WATERMAIN						\$266,807.14
SERVICES							
39	4" PVC SCH. 40, SANITARY SERVICE PIPE	LF	3450	\$13.98		3928	\$54,913.44
40	4" PVC SCH. 40, SANITARY SERVICE RISER PIPE	LF	240	\$17.45		215	\$3,751.75
41	1" CORPORATION STOP	EA	79	\$213.12		79	\$16,836.48
42	1" CURB STOP AND BOX	EA	79	\$467.07		79	\$36,898.53
43	1" TYPE "K" COPPER WATER SERVICE	LF	3950	\$11.30		3877	\$43,810.10
	TOTAL SERVICES						\$156,210.30
STORM SEWER							
44	CONNECT EXISTING PIPE TO EXISTING PIPE	EA	1	\$1,175.00		1	\$1,175.00
45	CONNECT EXISTING PIPE TO EXISTING STRUCTURE	EA	2	\$777.50		2	\$1,555.00
46	12" RCP STORM SEWER, CLASS 5	LF	490	\$39.99		488	\$19,515.12
47	15" RCP STORM SEWER, CLASS 5	LF	610	\$43.27		604	\$26,135.08
48	18" RCP STORM SEWER, CLASS 5	LF	540	\$49.48		532	\$26,323.36
49	21" RCP STORM SEWER, CLASS 4	LF	270	\$56.97		270	\$15,381.90
50	12" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	2	\$1,646.50		2	\$3,293.00
51	21" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$1,315.14		1	\$1,315.14

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
52	CLASS III RANDOM RIP RAP	CY	20	\$100.31		35	\$3,510.85
53	2' X 3' CB W/R-3067-V(B) AND HDPE RINGS	EA	4	\$2,046.42		4	\$8,185.68
54	48" CBMH W/R-3067-V(B) AND HDPE RINGS 8' DEEP	EA	10	\$2,798.63		10	\$27,986.30
55	48" CBMH W/R-3501-TR AND HDPE RINGS 8' DEEP	EA	2	\$2,832.70		2	\$5,665.40
56	48" CB W/R-4342 AND HDPE RINGS	EA	2	\$2,935.69		2	\$5,871.38
57	48" STMH W/ R-1642-B AND HDPE RINGS	EA	1	\$2,903.44		1	\$2,903.44
58	60" CBMH W/ SUMP, W/R-3067-V(B) AND HDPE RINGS 8' DEEP	EA	1	\$6,613.40		1	\$6,613.40
59	STORM STRUCTURE OVERDEPTH	LF	29	\$228.73		32	\$7,319.36
60	IMPROVED PIPE FOUNDATION	LF	1910	\$0.01			\$0.00
61	STORM DRAIN INLET PROTECTION	EA	26	\$225.00		26	\$5,850.00
62	STORM DRAIN INLET PROTECTION (OFF STREET)	EA	3	\$225.00		3	\$675.00
63	TELEWISE STORM SEWER	LF	1910	\$1.69	1894	1894	\$3,200.86
	TOTAL STORM SEWER						\$172,475.27
STREETS							
64	SAWING BITUMINOUS PAVEMENT	LF	110	\$4.80		105	\$504.00
65	REMOVE BITUMINOUS PAVEMENT	SY	200	\$4.13		129	\$532.77
66	SUBGRADE EXCAVATION (EV)	CY	7600	\$0.01			\$0.00
67	SUBGRADE PREPARATION - STREET (P)	SY	11100	\$1.71		11100	\$18,981.00
68	4" PVC, SCH. 40, 3 CONDUIT PRIVATE UTILITY CROSSING	LF	400	\$11.36		331	\$3,760.16
69	12" AGGREGATE BACKFILL - SALVAGED (P)	CY	3700	\$5.68		3700	\$21,016.00
70	8" AGGREGATE BASE, CLASS 5, 100% CRUSHED LESTONE - STREETS (P)	SY	11100	\$7.52		11100	\$83,472.00
71	2" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TN	1160	\$75.60		978	\$73,936.80
72	BITUMINOUS WEDGE	LF	6170	\$3.15		6252	\$19,693.80
73	B618 CONCRETE CURB AND GUTTER	LF	220	\$25.58		218	\$5,576.44
74	D428 CONCRETE CURB AND GUTTER	LF	5950	\$15.29		5989	\$91,571.81
75	CONCRETE VALLEY GUTTER	SY	70	\$96.03		60	\$5,761.80
76	CONNECT DRAINTILE TO STRUCTURE	EA	4	\$162.50		4	\$650.00
77	4" PERFORATED PVC DRAIN TILE, SDR 26	LF	80	\$7.88		80	\$630.40
78	REMOVE PERMANENT BARRICADE - STREETS	EA	8	\$131.25		8	\$1,050.00
	TOTAL STREETS						\$327,136.98
BITUMINOUS TRAILS							
79	TRAIL CORRIDOR GRADING	LS	1	\$2,100.00		1	\$2,100.00
80	COMMON EXCAVATION - TRAIL (P)	CY	170	\$10.50		170	\$1,785.00
81	GEOTEXTILE FABRIC	SY	710	\$2.80			\$0.00
82	6" AGGREGATE BASE, CLASS 5, 100% CRUSHED - TRAILS (P)	SY	710	\$10.26		710	\$7,284.60
83	2.5 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TN	105	\$94.50		126	\$11,907.00
84	REMOVE PERMANENT BARRICADE - TRAIL	EA	1	\$131.25		1	\$131.25
	TOTAL BITUMINOUS TRAILS						\$23,207.85
SIDEWALK							
85	SAWING CONCRETE SIDEWALK	LF	20	\$7.85			\$0.00
86	REMOVE CONCRETE SIDEWALK	SF	100	\$2.58			\$0.00
87	COMMON EXCAVATION - SIDEWALK (P)	CY	540	\$10.50		571	\$5,995.50
88	4" AGGREGATE BASE, CLASS 5, 100% CRUSHED LESTONE - SIDEWALK (P)	SY	1930	\$7.42		2040	\$15,136.80
89	6" CONCRETE SIDEWALK	SY	1610	\$40.38	47.3	1748.3	\$70,596.35
90	6" CONCRETE PEDESTRIAN CURB RAMP	SF	220	\$15.75	75	157	\$2,472.75
91	TRUNCATED DOME PANEL	SF	20	\$50.40		30	\$1,512.00
92	REMOVE PERMANENT BARRICADE - SIDEWALK	EA	2	\$131.25		2	\$262.50
	TOTAL SIDEWALK						\$95,975.90
LIGHTING							
93	ASSEMBLE AND INSTALL CITY SUPPLIED LUMINAIRE AND POLE, TYPE A-1	EA	10	\$525.00		10	\$5,250.00
94	LIGHT FOUNDATION, TYPE A-1	EA	10	\$784.35		10	\$7,843.50
95	#6 AWG WIRE	LF	8960	\$1.86	1803	10761	\$20,015.46
96	HANDHOLE	EA	1	\$806.40		1	\$806.40
97	1.5" NON-METALLIC CONDUIT	LF	2990	\$6.60	327	3313	\$21,865.80
98	CONNECT TO EXISTING CONDUIT	EA	4	\$509.25		4	\$2,037.00

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
	TOTAL LIGHTING						\$57,818.16
	CHANGE ORDER NO. 1						
1	WATERMAIN LEAK INVESTIGATION	LS	1	\$10,170.00	1	1	\$10,170.00
	TOTAL CHANGE ORDER NO. 1						\$10,170.00
	TOTAL GENERAL						\$49,755.75
	TOTAL SANITARY SEWER						\$225,919.16
	TOTAL WATERMAIN						\$266,807.14
	TOTAL SERVICES						\$156,210.30
	TOTAL STORM SEWER						\$172,475.27
	TOTAL STREETS						\$327,136.98
	TOTAL BITUMINOUS TRAILS						\$23,207.85
	TOTAL SIDEWALK						\$95,975.90
	TOTAL LIGHTING						\$57,818.16
	TOTAL CHANGE ORDER NO. 1						\$10,170.00
	WORK COMPLETED TO DATE:						\$1,385,476.51

PROJECT PAYMENT STATUS

OWNER CITY OF COTTAGE GROVE
STANTEC PROJECT NO. 193805197
CONTRACTOR RL LARSON EXCAVATING, INC.

SUMMERS LANDING 5TH ADDITION - UTILITY, STREET AND LIGHTING IMPROVEMENTS

STANTEC PROJECT NO. 193805197

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/17/2021	07/09/2021	815,716.55	42,932.45	858,649.00
2	07/10/2021	08/27/2021	351,229.08	61,418.19	1,228,363.82
3	08/28/2021	06/15/2022	125,163.29	68,005.73	1,360,114.65
4/Final	06/16/2022	01/08/2024	93,367.59		1,385,476.51

Material on Hand

Total Payment to Date		\$1,385,476.51	Original Contract	\$1,378,324.37
Retainage Pay No. 4/Final			Change Orders	\$10,170.00
Total Amount Earned		\$1,385,476.51	Revised Contract	\$1,388,494.37



Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: January 8, 2024
Contractor: RL Larson Excavating, Inc 2255 12th Street SE St. Cloud, MN 56304	
Bond Co: Merchants Bonding Company (Mutual), P.O. Box 14498, Des Moines, IA 50306-3498	

CHANGE ORDER NO. 1

SUMMERS LANDING 5TH ADDITION - UTILITY, STREET, AND LIGHTING IMPROVEMENTS

STANTEC PROJECT NO. 193805197

Description of Work

This Change Order compensates the contractor for a portion of the watermain leak investigation completed. The contractor could not get a passing water pressure test and spent an additional number of days and crew hours investigating potential water leaks throughout the project. A portion of the leak investigation involved testing against existing City valves at connection points to the project.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CHANGE ORDER NO. 1					
1	WATERMAIN LEAK INVESTIGATION	LS	1.00	\$10,170.00	\$10,170.00

Original Contract Amount	\$1,378,324.37
Previous Change Orders	\$0.00
This Change Order	\$10,170.00
Revised Contract Amount (including this change order)	<u>\$1,388,494.37</u>

CHANGE IN CONTRACT TIMES

Original Contract Times:

SEE ORIGINAL GENERAL CONTRACT

Substantial Completion (days or date):

Ready for final Payment (days or date):

Increase of this Change Order:

Substantial Completion (days or date):

Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

Substantial Completion (days or date):

Ready for final Payment (days or date):

Recommended for Approval by:

STANTEC

David
Sanocki

Digitally signed by
David Sanocki
Date: 2024.01.08
08:16:52 -06'00'

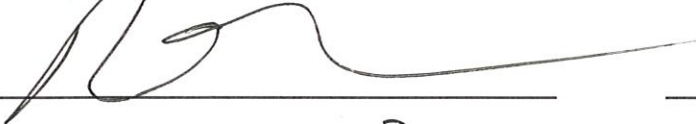
Date:

Approved by Contractor:

RL LARSON EXCAVATING, INC.

Approved by Owner:

CITY OF COTTAGE GROVE



1-8-2023

Date

Date

cc: Owner

Contractor

Bonding Company

Stantec



City Council Action Request

7.I.

Meeting Date	1/17/2024						
Department	Public Works						
Agenda Category	Action Item						
Title	2024 Pavement Management – Approve Feasibility Report, Call for Public Improvement Hearing, and Authorize Preparation of Plans and Specifications						
Staff Recommendation	Adopt Resolution 2024-008 approving the Feasibility Report, establishing a February 7, 2024, Public Hearing Date, and authorizing the preparation of Plans and Specifications for the 2024 Pavement Management Project.						
Budget Implication	\$1,170,018.26 - Assessments, Utility Funds, Street Reconstruction & Overlay Program, General Levy						
Attachments	<table><tr><td>1.</td><td>2024 Pavement Management CC Memo</td></tr><tr><td>2.</td><td>2024 Pavement Management Resolution</td></tr><tr><td>3.</td><td>2024 Pavement Management Feasibility Report</td></tr></table>	1.	2024 Pavement Management CC Memo	2.	2024 Pavement Management Resolution	3.	2024 Pavement Management Feasibility Report
1.	2024 Pavement Management CC Memo						
2.	2024 Pavement Management Resolution						
3.	2024 Pavement Management Feasibility Report						



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: January 10, 2024

Re: 2024 Pavement Management – Approve Feasibility Report, Call for Public Improvement Hearing, and Authorize Preparation of Plans and Specifications

Background

On May 17, 2023, the City Council authorized a feasibility report for the 2024 Pavement Management Project as outlined in the Capital Improvement Plan, which was discussed at a Council Workshop on August 16, 2023. Feasibility Reports allow staff to review areas in further detail to better understand the current state, needs, and economic feasibility of the proposed areas. As noted during the Council workshop, staff understood that with the addition of Jamaica Avenue from 80th Street to 90th Street, that there would not be sufficient funding to complete all of the roadways that were identified as part of authorizing the feasibility report.

On January 3, 2024, a workshop was held with Council to discuss findings of the field review of the proposed project areas. After taking cores and evaluating the areas further, it was determined that the roadways in the Thompson Grove Estates neighborhood had enough structural stability to last another three to five years. Staff walked through three possible project area scenarios with Council and were provided direction to move forward with the following areas to be included in the 2024 Pavement Management project:

- **Prestige Estates Neighborhood (1st & 2nd Additions and Prestige Estates on the Park):** Streets include Jenner Avenue from 80th Street to Jocelyn Avenue; Jocelyn Avenue from 80th Street to Jenner Avenue; and 79th Street from Jocelyn Avenue to Jocelyn Avenue.
- **Jamaica Avenue:** Jamaica Avenue from 80th Street to 90th Street.

The Prestige Estates roadways listed above are 29 to 34 years old. Jamaica Avenue was originally constructed 52 years ago but underwent a reclamation, widening, and repaving project 31 years ago. They were recently examined in a variety of ways to determine their condition as part of the Feasibility Report process. Pavement cores were drilled and extracted in selected areas to analyze bituminous and aggregate thickness and the structural condition of the pavement section, and Ground Penetrating Radar (GPR) testing was performed.

In a 2023 visual inspection of Prestige Estate, the roadways showed extensive cracking, raveling, and continuous patching. The pavement cores showed asphalt stripping and severe degradation. The GPR provided more thorough data on the pavement thickness profile throughout the neighborhood. Excessive cracking was noted on road surfaces that would typically reflect through within a year if a mill and overlay project were completed at this time. The curb and gutter are in poor condition with approximately 40 percent of curb requiring replacement.

Evaluation of Jamaica Avenue shows severe rutting is present in the wheel paths. The condition is believed to be limited to the pavement surface and not extending into the subgrade. The rutting creates a safety concern by interfering with snow removal. All pavement cores showed asphalt stripping and degradation to varying degrees, affecting the strength and durability of the pavement. The curb and gutter on Jamaica Avenue are generally in good condition.

As with previous pavement management projects, utilities within the project limits were examined for necessary maintenance. Overall, the utilities were found to be in good condition, but some maintenance work is required. The top sections of sanitary and storm manhole structures will be upgraded to meet current City standards, corroded valves will be replaced as necessary, hydrants will be reconditioned and repainted as necessary, and concrete hydrant pads will be installed. Additionally, the condition of street light infrastructure was evaluated, and some improvements are proposed.

A special benefit appraisal was completed in accordance with the City's policy for those properties with direct access to the streets included in the project area. A neighborhood meeting will be held in late-January 2024 to discuss the various improvements proposed, the findings of the special benefit appraisal, and the proposed assessments.

Discussion

Due to the age and poor condition of the pavement in Prestige Estates, along with good subgrade soils, a full pavement and curb replacement is recommended for the Prestige Estates project area as outlined above. Minor utility maintenance is also recommended including sanitary and storm sewer structure upgrades, and miscellaneous repairs and valve reviews for operability and corrosion. Additionally, the existing street light wire, located immediately adjacent to existing curb, is recommended to be replaced within a conduit.

Several pavement rehabilitation methods were evaluated for Jamaica Avenue including a stabilized full depth reclamation (SFDR), full pavement replacement, and a mill and overlay. While SFDR is warranted, budgetary constraints and future reconstruction of Jamaica Avenue make a 2-inch mill and overlay a better financial decision, while extending the life of the roadway until such time that the roadway is reconstructed. Curb replacement is not proposed except in areas where pedestrian ramps will be replaced to meet current ADA standards. Minor utility maintenance is also recommended including sanitary and storm sewer structure upgrades, and miscellaneous repairs and valve reviews for operability and corrosion. Additionally, the existing street light wire within a portion of the project is in poor condition and recommended for replacement.

Feasibility Report: Based on the Council's previous action, a feasibility report has been prepared. Upon this analysis, the project is felt to be physically and financially feasible. The feasibility report is enclosed for the Council's review.

Call for Public Improvement Hearing: The public improvements associated with the 2024 Pavement Management Project will benefit properties in the project area. Therefore, for the costs to be assessed to all benefited properties, it will be necessary to hold a public hearing for the project. A hearing date of February 7, 2024, will afford the necessary time to hold a neighborhood meeting, publish legal notices, and send out letters to the affected property owners.

Summary of Road and Infrastructure Improvements: The rehabilitation method proposed for the residential roadways in the Prestige Estates 1st, 2nd, and Prestige Estates on the Park Additions is to remove the existing asphalt surface and replace it with a new surface. This new surface will consist of two lifts of bituminous totaling 3.5 inches of pavement. Full curb replacement throughout the area will also be completed. Finally, minor utility improvements for sanitary sewer, water, stormwater, and lighting systems will also be included. The total estimated project cost for the neighborhood is \$1,170,018.26.

As noted above, the rehabilitation method proposed for Jamaica Avenue from 80th Street to 90th Street is to mill the top 2 inches of asphalt pavement and repave 2 inches. Generally, the curb will remain in place. Minor utility improvements for sanitary sewer, water, stormwater, and lighting systems will be included in the project. The total estimated project cost for Jamaica Avenue is \$2,033,802.51, and this portion of the project will be designed and bid separately from the Prestige Estates neighborhood.

Assessments for this project will be based on the “Infrastructure Maintenance Task Force Special Assessment Policy for Public Improvements,” dated September 30, 2005, revised October 31, 2023. The assessment policy states that mill and overlay projects are considered minor maintenance and are therefore not assessable. The feasibility report recommends that all properties adjacent to the Prestige Estates project be assessed. The policy allows 45 percent of adjacent costs to be assessed to residential properties.

The potential assessment for the Prestige Estates improvements listed above is estimated at \$6,647.65 per residential building lot equivalent (RBLE). Single-family residential is assessed at a rate of 1.0 of the RBLE. The special benefit appraisal that was completed showed a benefit of \$7,500 per residential unit, which supports the proposed assessment.

Project Funding Analysis: As noted above, the total estimated project cost for the street and utility work in the Prestige Estates neighborhood is \$1,170,018.26. According to the City’s policy, 45 percent of the total project cost for road work and utilities is assessed against the benefiting residential properties. As such, the improvements in the Prestige Estates 1st, 2nd, and Prestige Estates on the Park Additions would be assessed following this policy. The total project value that is assessed is \$525,164.19. The remainder of the project costs are proposed to be funded through utility funds and the general levy.

The total estimated project cost for the mill and overlay along Jamaica Avenue is \$2,033,802.51. This project will be funded through the City’s Street Reconstruction and Overlay Bond program. This maintenance project will not be funded with assessments.

The improvements to be completed as part of the 2024 Pavement Management project are estimated to total \$1,170,018.26. The Cost Estimate Summary can be viewed in Appendix B of the Feasibility Report.

Recommendation

It is recommended the City Council adopt Resolution 2024-008 approving the feasibility report, establishing a February 7, 2024, public hearing date, and authorizing the preparation of Plans and Specifications for the 2024 Pavement Management Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-008

**RESOLUTION APPROVING THE FEASIBILITY REPORT, CALLING FOR
A PUBLIC HEARING, AND AUTHORIZING THE PREPARATION OF PLANS AND
SPECIFICATIONS FOR THE 2024 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, pursuant to the resolution adopted by the City Council on May 17, 2023, a feasibility report was authorized to be prepared by Bolton & Menk, Inc. for the 2024 Pavement Management Project; and

WHEREAS, the feasibility report has been prepared and does find the construction of said improvements to be necessary, cost-effective, and feasible; and

WHEREAS, the City desires to assess the cost of said improvements to all benefited properties.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota,

1. The feasibility report, which was prepared pursuant to Resolution No. 2023-071 for the 2024 Pavement Management Project, finds the improvements to be necessary, cost effective, and feasible and is hereby approved.
2. The City Council will consider the improvement of such streets, curb replacement, sanitary sewer, water main, storm sewer and lighting, in accordance with the feasibility report and the assessment of benefitting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvements of \$1,170,018.26.
3. A public hearing shall be held on such proposed improvements on the 7th day of February 2024 at 7:00 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.
4. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed this 17th day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Real People. Real Solutions.

Feasibility Report for

2024 Pavement Management: City of Cottage Grove, Minnesota

January 2024



Cottage Grove, Minnesota

BMI Project No. 0N1.130858

Submitted by:

Bolton & Menk, Inc.

3507 High Point Drive N

Building 1 Suite E130

Oakdale, MN 55128

P: 651-704-9970

F: 651-704-9971



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

January 17, 2024

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: 2024 Pavement Management
BMI Project No. 0N1.130858

Honorable Mayor and City Council Members,

Enclosed for your review is the 2024 Pavement Management Feasibility Report. The scope of the report was to review the 2024 Pavement Management project as identified in the city's 5-year Capital Improvement Plan (CIP) and determine the feasibility of pavement rehabilitation for each roadway or neighborhood identified. Included in the CIP is the portion of the Thompson Grove Estates 1st Addition south of Hillside Trail, the Thompson Grove Estates 8th Addition, Hillside Trail from East Point Douglas Road to 85th Street, the Prestige Estates neighborhood, East Point Douglas Road from 7130 East Point Douglas Road to Hyde Avenue, and Jamaica Avenue from 80th Street to 90th Street.

The project scope was determined to include street reconstruction and utility repairs in the Prestige Estates neighborhood and mill-overlay of Jamaica Avenue from 80th Street to 90th Street, as identified within this report.

Due to the budget reallocations and forecasting for future major roadway projects, all other sections were determined to be financially infeasible to pursue at this time.

This report describes the improvements necessary within the project area. Cost estimates for the proposed improvements are presented in the report.

We would be happy to discuss this report at your convenience. Please contact me at 651-968-7674 if you have any questions.

Sincerely,

BOLTON & MENK, INC.

Michael Boex, PE



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 
Michael Boex, P.E.
License No. 44576

Date: January 17, 2024

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Appendix A: Existing Pavement Condition Photos

Appendix B: Cost Estimate Summary

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Appendix D: Prestige Estates Geotech Report

Appendix E: Jamaica Avenue Geotech Report

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Figure 1: Location Map

Figure 2A: Year Constructed Prestige Estates

Figure 2B: Year Constructed Jamaica Avenue

Figure 3A: Street and Lighting Improvements Prestige Estates

Figure 3B: Street and Lighting Improvements Jamaica Avenue

Figure 4A: Utility Improvements Prestige Estates

Figure 4B: Utility Improvements Jamaica Avenue

Figure 5A: Assessable Parcels Prestige Estates

I. INTRODUCTION

The Prestige Estates neighborhood and Jamaica Avenue from 80th Street to 90th Street and have been identified as candidates for rehabilitation during the 2024 construction season as a part of the City of Cottage Grove's ongoing roadway rehabilitation program. The City Council authorized preparation of this report to determine the feasibility of rehabilitating these streets as part of the 2024 Pavement Management Project.

The purpose of this report is to further evaluate the work required for a potential street rehabilitation project, to provide an estimate of cost, and to establish a method of cost allocation or assessment in order to determine the physical and economic feasibility.

The project locations are shown on Figure 1.

This feasibility report examines the following street segments:

Prestige Estates 1st and 2nd Additions and Prestige Estates on the Park

1. Jenner Avenue, from 80th Street to Jocelyn Avenue
2. Jocelyn Avenue, from 80th Street to Jenner Avenue
3. 79th Street, from Jocelyn Avenue to Jocelyn Avenue

Jamaica Avenue

1. Jamaica Avenue, from 80th Street to 90th Street

If the City decides to proceed with the proposed street and utility improvements as described in this report, it is anticipated construction would begin in 2024 as shown in the detailed project schedule found on page 11.

II. EXISTING CONDITIONS – PRESTIGE ESTATES

STREETS

The streets within this neighborhood are urban-residential and are generally 32 feet wide (from face of curb to face of curb) with surmountable concrete curb and gutter. The streets were originally constructed between 1990 and 1995. The pavement sections were designed to be approximately 3-inches of bituminous over 6-inches of aggregate base. Due to extensive surface raveling and deterioration, a thin overlay across the entire width of the road was performed in pieces by public works staff in 2012 and 2013 on Jenner Avenue, 79th Street, and part of Jocelyn Avenue. Figure 2A depicts the age of the streets.

Geotechnical testing was completed in 2016 to evaluate pavement section thickness and evaluate the pavement condition. Coring of the pavement was performed to determine the thickness of the existing street sections and evaluate the condition of the in-place bituminous. Table 2.1 below summarizes those results.

Cores were taken at three locations to evaluate pavement condition. From the cores, the average section within the neighborhood consists of approximately 4.5-inches of bituminous over 8-inches of base. The thicker than expected bituminous is due to multiple seal coat applications and thin overlays.

Table 2.1 – Prestige Estates Existing Street Sections				
No.	Location	Bituminous (in)	Aggregate Base (in) ¹	Condition
C-4	Jenner Avenue	5.00	NA ²	Slight – moderate stripping
C-5	79 th Street	4.50	7.50	Severe stripping, broken
C-6	Jocelyn Avenue	4.00	8.50	Moderate stripping, broken
Average		4.50	8.00	

1. Aggregate base depths can be difficult to measure with granular subgrades
2. Aggregate base not consistent with other locations. Soil encountered was granular with no crushed limestone present.

All of the cores displayed degradation due to stripping. Stripping is generally described as the separation of asphalt cement from the aggregate due to moisture, which degrades the durability of the pavement. See Appendix A and Appendix D for photos of stripping. Two of the cores were noted as broken, meaning the stripping was severe enough that the top layer of bituminous fell apart as the core was extracted. The locations of stripping generally coincided with areas where Public Works has performed extensive maintenance via skin patch overlays and patching, whereas areas with slight stripping may not be visible at the pavement surface.

A visual inspection was performed in 2023 to evaluate pavement surface conditions. The roadways showed extensive cracking, raveling, and continuous patching. Appendix A shows the extent of the surface degradation and extensive patching along each of the roadways. Underneath the surface of the road, the cores display severe degradation in all layers of the pavement. In Appendix D, several of the pavement cores separated after removal. The majority of these cores consist of a top thin section from a seal coat or overlay, and then an underlying section that has severely deteriorated to the point that core is no longer intact.

The existing concrete curb and gutter within the Prestige Estates Neighborhood is in poor condition as a whole, requiring approximately 39% to be removed and replaced. Due to the existing condition, full curb and gutter replacement would be recommended. Although the current condition of the road surface is poor, it has served its useful life considering it's 29 to 34 years old.

SANITARY SEWER

The sanitary sewer system within Prestige Estates was constructed in the early to mid-1990s. The existing sanitary sewer consists of 8-inch Polyvinyl Pipe (PVC).

Sanitary sewer structures were inspected in 2016 and again in 2023. Miscellaneous structure repairs such as adjusting structure castings, adding barrel sections, and replacing a cone section were noted during the inspection reports.

The existing sanitary sewer was televised in 2016 to evaluate pipe condition. The televising reports show that the pipe is generally in good condition. The televising did not indicate any needs for maintenance at the time, and since structure inspections didn't reveal any meaningful changes since 2016, the pipes were not re-televised.

WATERMAIN

The watermain within the project area consists primarily of 6-inch diameter ductile iron pipe (DIP). The watermain was constructed between 1990 and 1995.

The watermain is believed to be in good condition and only needing some minor maintenance. Public Works keeps records of watermain breaks and due to the relative infrequency within the

neighborhood, replacement is not warranted at this time. Public Works has found all valves to be operational. Three valves were checked for corrosion in 2016 and it was found that all locations had little if any evidence of corrosion on the pipe and bolts.

STORM SEWER

The storm sewer within the project area was installed during the street construction in the 1990's and consists of RCP ranging in size from 12 to 48-inch.

The existing storm sewer was televised in 2016 to determine pipe condition and necessary repairs. In addition, storm structures were also inspected in 2016 and again in 2023. Storm sewer mains are generally in good condition without needing any repair. Structures were generally in good condition with some miscellaneous structure corrections needed, failing riprap, and structures with excessive rings.

III. EXISTING CONDITIONS – JAMAICA AVENUE

STREETS

Jamaica Avenue, between 80th Street and 90th Street, is a four-lane divided urban roadway consisting of B618 concrete curb and gutter, 14-foot lanes and a grass median. In 1972, a 90-foot wide section was constructed with a 6-inch aggregate base and a 24-foot bituminous mat over the existing southbound lanes, consisting of two 1.5-inch lifts on the west side of Jamaica Avenue. In 1981, a 24-foot bituminous mat, consisting of two 1.5-inch lifts, was constructed on the east side for the northbound lanes. In 1993, the existing southbound lanes were reclaimed and paved, while the northbound lanes received a 1.5-inch bituminous overlay on the existing 3-inch bituminous mat. As part of this 1993 project, the northbound and southbound lanes were constructed to a 28-foot (from face of curb to face of curb) section, with B618 concrete curb and gutter, a grass median in between, and 5-foot concrete sidewalk on each side. The in-place pavement section of Jamaica Avenue was designed to be 4.5-inches of bituminous over 6-inches of aggregate base. Figure 2B depicts the age of the streets.

Coring of the pavement was performed to determine the thickness of the existing street section and evaluate pavement condition. The core locations are shown on Figure 2B and photos of the pavement cores can be seen in Appendix E. From the cores, it can be seen that the average section along Jamaica Avenue consists of approximately 5.5-inches of bituminous over 7-inches of base, as shown in Table 3.1. The thicker than expected bituminous is in part due to multiple seal coat applications or thin overlays. The cores show slight to severe stripping occurring in various depths of the pavement, depending on the location. All cores from Jamaica Avenue displayed some degradation due to stripping. The stripping found degrades the strength and durability of the pavement.

Table 3.1 – Jamaica Avenue Existing Street Sections				
No.	Location	Bituminous (in)	Aggregate Base (in) ¹	Condition
C-2	NB Between Hillside Trail and 90 th Street	5.00	8.00	Moderate stripping throughout
C-3	NB Between Jasmine Avenue and Hillside Trail	6.00	9.00	Slight to moderate stripping throughout
C-4	NB Between 80 th Street and Jasmine Avenue	5.50	5.00	Slight stripping in top lift, moderate to severe stripping below
C-8	SB Between 80 th Street and Ivywood Avenue	7.50	5.00	Slight stripping in top two lifts, moderate in bottom lift
C-9	NB Between Isle Avenue and Hillside Trail	5.50	6.00	Slight stripping in top lift, moderate in 2 nd lift, severe in bottom lift
C-10	NB Between Hillside Trail and 90 th Street	5.50	8.50	Moderate stripping throughout
Average		5.83	6.92	

1. Aggregate base depths can be difficult to measure with granular subgrades

Appendix E contains the complete Jamaica Avenue geotechnical report completed in July 2020. This report analyzes the pavement of Jamaica Avenue from Indian Boulevard to the Highway 61/Jamaica Avenue roundabout south of East Point Douglas Road.

At many of the approaches to side street intersections, severe rutting is present in the wheel paths. This condition is believed to be limited to the bituminous pavement and not extending into the subgrade. The rutting has been a significant concern to public works staff and has interfered with effective snow removal along this roadway.

SANITARY SEWER

The 18-inch RCP trunk sanitary sewer system along Jamaica Avenue runs from Hillside Trail to 90th Street and collects from the adjacent neighborhoods west of Jamaica Avenue and the entire Central Draw. The sanitary sewer has been televised in 2023 to determine pipe condition and necessary repairs. The televising reports show that the pipe is generally in good condition and no repairs are needed.

WATERMAIN

There are three locations where water main crosses Jamaica Avenue to connect adjacent neighborhoods, once at 90th Street, once at Hillside Trail, and once at Ivywood Avenue/Janero Avenue. The crossing at 90th Street runs north under the west curbline for 600 feet to the connection with the Pinetree Pond townhouses. The crossing at Ivywood Avenue/Janero Avenue also runs a short distance to the north to 80th Street on both sides of the roadway. The water main on the west side of the road runs under the curbline and the water main on the east side of the roadway runs to the east of the sidewalk within an easement. The water main on the west side of Jamaica Avenue at 90th Street is a 16-inch diameter DIP and the crossing at Hillside Trail is 24-inch DIP. Both sections were installed in 1978 in conjunction with the Woodridge Park development of the neighborhoods east and west of Jamaica Avenue.

The water main from Ivywood Avenue to 80th Street is 8" CIP and installed in 1970 in conjunction with the Thompson Grove Estates 12th Addition to the west of Jamaica Avenue. In 1986 this water main was connected to with 6-inch DIP and installed across Jamaica Avenue in conjunction with the

Jamaica Ridge development of the neighborhood to the east of Jamaica Avenue.

The water mains are believed to be in good condition. The valves will be operated and evaluated by Public Works prior to the start of the project.

STORM SEWER

The storm sewer within the project area was installed during the street construction, predominantly in 1970 and in 1993, and consists of RCP ranging in size from 15 to 48-inch.

The existing storm sewer was televised in 2023 to determine pipe condition and necessary repairs. In addition, storm structures were also inspected in 2023. The televising reports show that the storm sewer mains are generally in fair condition. However, some problems encountered in the existing storm sewer were cracked or broken pipes. Most structures were identified as in good condition with some miscellaneous structure patching, lining, and other repairs noted during the inspections.

IV. PROPOSED IMPROVEMENTS – PRESTIGE ESTATES

STREETS

Due to the types of distress present in the existing pavement, the severe deterioration due to asphalt stripping, the residential streets within the Prestige Estates neighborhood are proposed to undergo a full pavement replacement with 3.5-inches of new pavement. A mill-overlay is not recommended at this time due to the potential for excessive reflective cracking and due to the severe stripping that would be present in the remaining pavement.

The concrete curb and gutter in the Prestige Estates neighborhood is proposed to undergo full replacement. The estimated curb damage for the entire neighborhood is approximately 40%, resulting in full curb replacement as the preferred method. Replacing all of the curb and gutter will:

1. Result in a more consistent product due to being machine laid versus hand poured
2. Produce a more uniform flow-line and improve drainage characteristics
3. Reduce the chance for differential settlement between panels
4. Create a consistent product within the entire neighborhood as a whole

The existing D412 concrete curb and gutter will be replaced with a 28" surmountable curb and gutter. In locations where curb is replaced in front of driveways, each driveway will be patched with in-kind materials as a part of the street rehabilitation process. Restoration behind replaced concrete curb and gutter is anticipated to consist of screened Loam Topsoil Borrow with seed and hydro mulch.

Traffic signs are proposed to be replaced as a part of this project to meet federal retro reflectivity requirements. In addition, signs will be evaluated for conformance to the adopted City sign policy and signs will be removed or supplemented as required.

STREET LIGHTING

Since full concrete curb replacement is proposed, the existing direct-bury street light wire is proposed to be replaced within a conduit. The City has experienced increased maintenance due to deterioration of the existing direct-bury wire and the full curb removal process would likely further impact the existing wiring during construction. The new wire and conduit will require the installation of hand holes at every street light pole. Feed point cabinets and controllers will be evaluated in each

neighborhood for replacement as a part of this project.

Figure 3A displays the proposed street and street lighting improvements throughout the Prestige Estates neighborhood.

SANITARY SEWER

The sanitary sewer manhole castings will be salvaged and reinstalled. The existing concrete adjusting rings will be replaced with new high-density polyethylene (HDPE) adjusting rings to conform to current City standards and defective cone sections will be replaced where necessary. All sanitary pipes were identified from the televising as in good condition.

Figure 4A shows the locations of these utility improvements.

WATER MAIN

It is proposed that broken valve top sections be removed and replaced as a part of this project. Due to the age of the watermain and no indicated breaks from Public Works, none of the valves will be dug up and checked for bolt corrosion. Finally, hydrants will be reconditioned by sandblasting and painting, and concrete hydrant access pads are proposed to be constructed in accordance with current City standards.

STORM SEWER

The proposed design includes replacing existing adjusting rings with new high-density polyethylene (HDPE) adjusting rings to conform to current City standards on all structures. Other storm sewer repairs will include adding 1-foot sections to structures where necessary and replacing failing riprap. Existing castings in good condition will be salvaged and reinstalled on the new rings while broken castings will be replaced. Miscellaneous structure patching and other repairs will be performed as needed.

Figure 4A displays the utility improvements throughout the Prestige Estates.

STORM WATER QUALITY AND QUANTITY

Site specific stormwater rate and volume control, in addition to stormwater quality considerations, will not need to be addressed within the 2024 Pavement Management project. Since the sum of the new impervious and fully reconstructed impervious surfaces will not equal or exceed one acre, state and local stormwater management requirements are satisfied within the scope of this project.

V. PROPOSED IMPROVEMENTS – JAMAICA AVENUE

STREETS

Several pavement rehabilitation methods were evaluated for Jamaica Avenue including a stabilized full depth reclamation (SFDR), full pavement replacement, and mill-overlay. Although a SFDR is warranted to improve the structural capacity of the roadway and effectively address the existing pavement distresses, due to budgetary constraints, the intent of this project has been scaled back to focus on the pavement surface only and address the existing ruts for plowing during the winter. Therefore, Jamaica Avenue is proposed to undergo a 2-inch mill and overlay. Due to the deteriorated transverse joints and some of isolated areas of severe stripping noted in the cores, it is anticipated that approximately 15% of the total pavement area may require full depth patching after milling and another 10% may require a skim patch over joints and other minor irregularities. As with any mill-overlay, reflective cracking should be expected within the first year

and these cracks will require maintenance over time to prolong the life of the overlay. Based on MnDOT guidance and anticipated traffic volumes and structural capacity of the existing roadway, a 7-13 year life expectancy for the mill-overlay appears reasonable.

Replacement of concrete curb and gutter to the extent of past pavement management projects is not proposed along Jamaica Avenue due to the mill-overlay nature of the project. Repairing all the cracks, settlements, and defects is typically reserved for full pavement replacement or reconstruction projects. The concrete curb and gutter will only be replaced in areas where pedestrian ramps will be replaced to meet current ADA standards or where affected by utility repairs.

In order to accommodate a future signal system at 80th Street, both north and south-bound Jamaica Avenue approaches will need geometric improvements to facilitate through traffic, at which time a full reconstruction should be coordinated. Those improvements are not contemplated in this project as this project is viewed as a maintenance project only.

Restoration is anticipated to consist of screened Loam Topsoil Borrow with seed and hydromulch.

Traffic signs are proposed to be replaced as a part of this project to meet federal retro reflectivity requirements. In addition, signs will be evaluated for conformance to the adopted City sign policy and signs will be removed or supplemented as required.

Figure 3B displays the street and lighting improvements along Jamaica Avenue.

WALKWAY

Costs have been included in this report to update all pedestrian ramps to the current Americans with Disabilities Act (ADA) standards. All pedestrian ramps will be evaluated and reconstructed to compliant pedestrian ramps; this may include removing some segments of existing sidewalk to meet the required landings and grades. Several pedestrian ramps along Jamaica Avenue have been recently reconstructed in past pavement management projects and will not need to be reconstructed as part of this project.

STREET LIGHTING

The existing streetlight system has received some maintenance on the east side from Jasmine Avenue to 80th Street and will not need replacement. The remaining streetlighting wire is in poor condition, resulting in several breaks in the last couple of years. It is proposed that the remainder of the streetlighting wire will be replaced with the project. Intersection light poles are proposed to be replaced to improve lighting and safety. The remaining streetlights are also proposed to undergo luminaire replacements to LED fixtures to conform to the current City standard.

SANITARY SEWER

The sanitary sewer manhole castings will be salvaged and reinstalled. The existing concrete adjusting rings will be replaced with new high-density polyethylene (HDPE) adjusting rings to conform to current City standards.

Utility improvements are shown in Figure 4B.

WATER MAIN

The valve boxes will be adjusted to final grades and any broken valve top sections will be removed and replaced as part of this project.

STORM SEWER

The intent of this project is to rehabilitate the roadway and not change existing drainage patterns. In-line repairs are recommended to address significant cracks, while pipes that had holes in them are recommended to be removed and replaced. Adjustment rings for manholes will be replaced with HDPE rings. Since the curb and gutter will not be replaced with this project, catch basin rings will only be replaced if they are failing. The existing castings will be salvaged and reinstalled unless they are damaged or do not meet current City standards. Miscellaneous structure patching and other repairs will be performed as needed.

Public Works staff provided input on areas with historic drainage concerns. No major flooding or drainage issues were noted.

STORM WATER QUALITY

Site specific stormwater rate and volume control, in addition to stormwater quality considerations, will not need to be addressed within the 2024 Pavement Management project. Since the sum of the new impervious and fully reconstructed impervious surfaces will not equal or exceed one acre, state and local stormwater management requirements are satisfied within the scope of this project.

VI. PERMITS AND EASEMENT REQUIRED

The total site area exceeds 1-acre, but the underlaying soils will not be disturbed since the gravel section will be kept in place with the exception of select water main, sanitary and storm sewer utility repairs and replacements. Therefore, a NPDES Construction Stormwater Permit will not be required. Permanent stormwater management and volume control are also not required since the sum of the new impervious and fully reconstructed impervious surfaces will not equal or exceed one acre.

No additional drainage and utility easements are anticipated in the project area, however, this will be evaluated during the final design phase of the project.

VII. ESTIMATED COSTS

Cost estimates for the improvements have been prepared and are included in Appendix B. The estimated total project cost for the 2024 Pavement Management project is \$3,203,820.77. All costs for items to be constructed are based on anticipated unit prices for the 2024 construction season. All costs include a twenty-five (25) percent allowance for indirect costs associated with the project (engineering, administrative, financing, and legal) as well as a seven (7) percent contingency. No costs are included for capitalized interest during the construction period or before assessments are levied.

Following is an overall summary of the estimated costs:

Table 7.1 – Estimated Cost Summary	
Location	Estimated Project Cost ¹
Prestige Estates Neighborhood	\$1,170,018.26
Jamaica Avenue	\$2,033,802.51
Total Estimated Project Cost:	\$3,203,820.77

1. Costs presented include 7% contingency + 25% indirect costs

COST ALLOCATION

Assessments for this project will be based upon the "Infrastructure Maintenance Task Force Special Assessment Policy for Public Improvements," (IMTF) dated September 30, 2005, revised October 31, 2023. All benefiting properties are proposed to be assessed.

The assessment policy states that mill-overlay projects are considered minor maintenance and are therefore not assessable under the policy. Therefore, there will be no assessments for the work proposed along Jamaica Avenue.

City Property:

Per the policy, 100% of the project costs adjacent to City-owned property are assessed to the property. In areas where other land uses were opposite City property, half of the street width was assigned to the other land use and the other half to the City.

Table 7.2 – City Property Assessment				
Location	Property	Front Footage (LF)	Abutting Street Costs (\$/LF) ¹	City Property Cost (100%)
Prestige Estates Neighborhood	Trail Outlot 10-027-21-34-0040	15.2	\$84.85	\$1,289.72
Prestige Estates Neighborhood	Trail Outlot 10-027-21-43-0062	20.0	\$84.85	\$1,697.00
<i>Prestige Subtotal:</i>				\$2,986.72
Jamaica Avenue	N/A	N/A	N/A	N/A
Totals:				\$2,986.72

1. Cost includes street & utilities; includes 50% reduction for property on one side of street

Residential Land Use:

Urban residential land use is considered to receive benefit if the property's main entrance has direct access to the street being improved. Per the Urban Residential policy, 45% of the project cost for both surface and subsurface improvements is assigned to each individual residential lot on a unit basis. The intent of the City's policy is to treat all residential properties as similar individual units regardless of lot frontage. The amount assessed is based on the city standard street section even if the width is greater.

Table 7.3 – Deductions to Residential Property			
Location	City Property	Street Width	Calculated Assessment Deduct
Prestige Estates Neighborhood	(\$2,986.72)	\$0	(\$2,986.72)
Jamaica Avenue	N/A	N/A	N/A
Total:	(\$2,986.72)	\$0	(\$2,986.72)

Table 7.4 – Estimated Cost Allocation Per Policy				
Location	Estimated Project Cost	Calculated Assessment Deduct	Residential Adjusted Cost	Residential Assessed Amount (45% of Total)
Prestige Estates Neighborhood	\$1,170,018.26	(\$2,986.72)	\$1,167,031.55	\$525,164.19
Jamaica Avenue	\$2,044,529.26	N/A	N/A	N/A
Total:	\$3,203,820.77	(\$2,986.72)	\$1,167,031.55	\$525,164.19

Based on the table below, the total single family residential assessment is \$6,647.65 per unit in the Prestige Estates Neighborhood.

Table 7.5 – Estimated Cost Per Residential Unit				
Location	Assessable RBLE ¹ Units	Assessed Amount (45% of Total)	Assessed Cost Per RBLE Unit Per Policy	Special Benefit Appraisal
Prestige Estates Neighborhood	79	\$525,164.19	\$6,647.65	\$7,500
Jamaica Avenue	N/A	N/A	N/A	N/A

1. Residential assessments are apportioned among benefited residential buildable lot equivalents (RBLE). Per the IMTF policy, each single-family lot is 1.0 RBLE.

When the calculated assessment exceeds the special benefit appraisal for any land use type, the assessment is proposed to be capped at the amount of the special benefit appraisal. If needed, City funds will cover the difference between the calculated assessment and the benefit appraisal.

Summary:

The IMTF policy therefore allocates costs in the following manner:

Table 7.6 – IMTF Cost Summary			
Location	Residential Assessed Amount (45% of Total)	City Funds ¹	Estimated Project Cost ²
Prestige Estates Neighborhood	\$525,164.19	\$644,854.07	\$1,170,018.26
Jamaica Avenue	N/A	\$2,044,529.26	\$2,033,802.51
Total:	\$525,164.19	\$2,678,656.58	\$3,203,820.77

1. See Appendix B for Fund Breakout

2. Total Project Cost (7% contingency + 25% indirect)

VIII. FINANCING

Assessments are proposed to be levied based on the City's current assessment policy. The remainder of the project would be financed through a combination of City funds such as the General Tax Levy and Utility and Enterprise funds for items such as storm sewer improvements. Figure 5A depicts the assessable parcels for the project.

IX. PUBLIC HEARING

Because the properties within the project area benefit from the proposed improvements, and the project will be partially funded through assessment, it will be necessary for the City to hold a public improvement hearing to receive comment on the proposed project and to determine further action to be taken.

X. PROJECT SCHEDULE

Below is the proposed schedule assuming starting construction in 2024:

- 05/17/2023 Council Orders Feasibility Report
- 01/03/2024 Council Workshop
- 01/17/2024 Council Receives and Approves Feasibility Report
Council Sets a Public Improvement Hearing Date
Council Orders the Preparation of the Plans and Specifications
- 01/30/2024 Hold Prestige Estates Neighborhood Meeting
- 02/07/2024 Council Holds Public Improvement Hearing
- 02/21/2024 Council Approves Prestige Estates Plans and Specifications
- 03/06/2024 Council Approves Jamaica Avenue Plans and Specifications
- 03/21/2024 Prestige Estates Bid Date
- 04/03/2024 Prestige Estates Contract Award
- 04/04/2024 Jamaica Avenue Bid Date
- 04/17/2024 Jamaica Avenue Contract Award
- Spring 2024 Begin Construction
- September 2024 Complete Construction
- September 2024 Council Sets Assessment Hearing Date
- October 2024 Council Holds Assessment Hearing

XI. CONCLUSION AND RECOMMENDATIONS

It is recommended that this report be used as a guide for the layout, design, and cost allocation for the public improvements to be made as part of the 2024 Pavement Management project. It is further recommended that the owners of properties within the project limits be notified of the proposed improvements in order to provide comment.

To determine project feasibility, a comparison was made between the costs estimated herein and the costs experienced for other similar projects within the City. These comparisons, on a per linear foot construction cost basis (no indirect project costs), are shown in the following table:

Table 11.1 – Cost Per Unit Comparison	
2024 Pavement Management Project (Estimated Costs per Linear Foot)	
Prestige Estates 1st and 2nd Additions and Prestige Estates on the Park – Pavement Replacement Area & Full Curb	\$126.87
Jamaica Avenue from 80 th Street to 90 th Street – Mill and Overlay	\$272.87
2023 Pavement Management Project (Estimated Costs per Linear Foot)	
Thompson Grove 1 st , 6 th , 7 th , and 10 th Additions – Pavement Replacement & Spot Curb	\$147.81 / LF

Financial responsibilities have been determined based on estimated project costs as well as adopted City policy. Funding sources consist of assessments to benefitted properties and use of existing designated City funds.

Based on the information contained herein, it can be concluded that the construction of utility and street improvements is feasible. The deteriorated condition of the pavement, stable condition of the subgrade, and condition of the concrete curb and gutter supports the recommendation of the pavement replacement with full curb and gutter replacement for Prestige Estates. The improvements are cost effective as they utilize the existing gravel section and keep existing curb and gutter wherever possible. The mill-overlay maintenance project along Jamaica Avenue will temporarily address the rutting and other surface defects present, buying some time prior to a more substantial rehabilitation project.

From an engineering standpoint, this project is feasible, necessary, cost effective, and can best be accomplished by letting competitive bids for the work.



Appendix A: Existing Pavement Condition Photos

Prestige Estates 1st Addition

Approximate Location: 9494 79th Street

Patching due to likely asphalt stripping along curb, extensive longitudinal cracking



Prestige Estates 2nd Addition

Approximate Location: 7091 Jocelyn

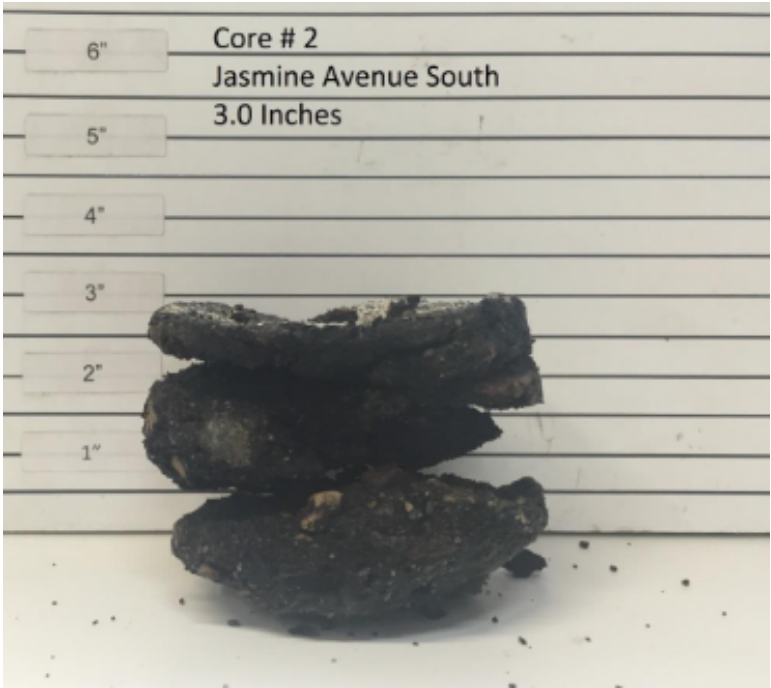
Severe asphalt stripping, extensive surface deterioration, and previous patching



Prestige Estates on the Park
Approximate Location: 7958 Jenner
Previous patching and thin overlay over stripped asphalt



Prestige Estates
Approximate Location: Jasmine Avenue
Severely stripped asphalt pavement core, entire depth, broken upon extraction



Jamaica Avenue S

Approximate Location: South of Hillside Trail and north of 90th Street

Typical transverse joint deterioration and patching areas, impacting ride quality



Jamaica Avenue S

Approximate Location: Northbound Jamaica, north of Hillside Trail S

Rutting in wheel paths, patching at deteriorated transverse joints



Jamaica Avenue S

Approximate Location: Immediately north of Hillside Trail S intersection

Severe rutting in inside lane adjacent to median, typical transverse joint deterioration



Jamaica Avenue S

Approximate Location: Southbound Jamaica, north of Hillside & south of Jasmine

Previous patching due to surface deterioration from asphalt stripping





Appendix B: Cost Estimate Summary

Cost Estimate Summary																	Assessment Policy Calculation	Special Benefit Appraisal	
2024 Pavement Management Project									City Funds Breakout										
Location	Feasibility Report Construction Cost	Total Cost ¹	Deduct For Street Width	Deduct For City Property Assessment	Deduct Other	Residential Adjusted Total Cost	Residential Assessed Amount	City Funds	Sanitary Utility Fund	Water Utility Fund	Stormwater Utility Fund	Streetlight Enterprise Fund	Playground/Park Shelter Replacement/Public Landscape Initiative	Trail Replacement Fund	General Levy	Single Family Units	RBLE Units	Single Family Assessed \$/Unit	Single Family Assessed \$/Unit
							45% of Adjusted												
Prestige Estates																			
Streets	\$719,576.00	\$962,432.90	\$0.00	(\$2,456.81)	\$0.00	\$959,976.09	\$431,989.24	\$530,443.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$530,443.66	79.0	79.0		
Sanitary Sewer	\$20,350.00	\$27,218.13	\$0.00	(\$69.48)	\$0.00	\$27,148.65	\$12,216.89	\$15,001.24	\$15,001.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Water Main	\$16,640.00	\$22,256.00	\$0.00	(\$56.81)	\$0.00	\$22,199.19	\$9,989.64	\$12,266.36	\$0.00	\$12,266.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Storm Sewer	\$35,974.00	\$48,115.23	\$0.00	(\$122.82)	\$0.00	\$47,992.41	\$21,596.58	\$26,518.65	\$0.00	\$0.00	\$26,518.65	\$0.00	\$0.00	\$0.00	\$0.00				
Street Lighting	\$82,240.00	\$109,996.00	\$0.00	(\$280.79)	\$0.00	\$109,715.21	\$49,371.84	\$60,624.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,624.16				
Subtotal	\$874,780.00	\$1,170,018.26	\$0.00	(\$2,986.72)	\$0.00	\$1,167,031.55	\$525,164.19	\$644,854.07	\$15,001.24	\$12,266.36	\$26,518.65	\$0.00	\$0.00	\$0.00	\$591,067.82				
Jamaica Avenue																			
Streets	\$937,022.00	\$1,253,266.93	\$0.00	(\$1,253,266.93)	\$0.00	\$0.00	\$0.00	\$1,253,266.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,253,266.93	0.0	0.0		
Sanitary Sewer	\$24,480.00	\$32,742.00	\$0.00	(\$32,742.00)	\$0.00	\$0.00	\$0.00	\$32,742.00	\$32,742.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Water Main	\$3,100.00	\$4,146.25	\$0.00	(\$4,146.25)	\$0.00	\$0.00	\$0.00	\$4,146.25	\$0.00	\$4,146.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Storm Sewer	\$171,133.00	\$228,890.39	\$0.00	(\$228,890.39)	\$0.00	\$0.00	\$0.00	\$228,890.39	\$0.00	\$0.00	\$228,890.39	\$0.00	\$0.00	\$0.00	\$0.00				
Street Lighting	\$384,865.00	\$514,756.94	\$0.00	(\$514,756.94)	\$0.00	\$0.00	\$0.00	\$514,756.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$514,756.94				
Subtotal	\$1,520,600.00	\$2,033,802.51	\$0.00	(\$2,033,802.51)	\$0.00	\$0.00	\$0.00	\$2,033,802.51	\$32,742.00	\$4,146.25	\$228,890.39	\$0.00	\$0.00	\$0.00	\$1,768,023.87				
Totals - Project																			
	\$2,395,380.00	\$3,203,820.77	\$0.00	(\$2,036,789.23)	\$0.00	\$1,167,031.55	\$525,164.19	\$2,678,656.58	\$47,743.24	\$16,412.61	\$255,409.04	\$0.00	\$0.00	\$0.00	\$2,359,091.69				

1. Includes 7% Contingency + 25% Indirect Costs

2. Caps Assessment at amounts determined by special benefit appraisal



Appendix C: Preliminary Assessment Roll

Preliminary Assessment Roll					
Prestige Estates 1st, 2nd, and Prestige Estates by the Park Improvements					
Parcel ID	Owner Name	Address	Units	\$/Unit	Total/Unit
1002721340049	WACKER BARBARA H	7848 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340050	MOEN RICHARD M & PATRICIA J	7828 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340051	HERMAN J MOENING TRUST	7812 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340052	OSTROM JOHN E & LISA H	7790 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340053	GUNDERSON STEVE & KELLY	7774 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340054	HOFF JON L & MARY L	7752 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340055	NOHNER ALISON & ERIC	7995 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340056	STEWART KRISTIN & CHARLES	7967 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340057	CUEVAS ANALINE & YOEL	7953 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340020	PIERRE SCOTT & COURTNEY	9484 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340021	BUNNELL WILLIAM T & MARY M DOW-BUNNELL	9478 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340022	BUCHAL TIMOTHY J & DAWN M	9476 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340023	GEHRT NEIL & JUDITH	9535 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340024	ROBINSON JACOB A & KRISTIN M LLOYD	9501 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340025	PURCELL JR RONALD G & JANICE	9499 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340026	PETERS DUANE A & MARY KAY L	9497 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340027	PROEFROCK JEREMY S & TRISTA L	9491 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340028	OLEARY DENNIS D ETAL	9489 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340029	DETVILER THOMAS J & MOLLIE M	9477 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340030	SLUSSER JEFFREY M & LISA B	9475 79TH ST S	1	\$6,647.65	\$6,647.65
1002721340031	RUIZ AILUD R & ALDA GOMEZ	7749 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340032	CLOUSE DOUGLAS P & LEANNE L	7757 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340033	ERICKSON PERRY C & THERESA A	7765 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340034	GILLESPIE DARBY & JANICE L	7773 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340035	HELDMAN MARYBETH A & TIMOTHY	7781 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340037	KORF WAYNE L & JANE F	7772 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340038	BUTTERMORE ROBERT A & RAELENN	7786 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340039	PRZYBILLA JEFFREY S & NANCY M		0	\$6,647.65	\$0.00
1002721340041	STEIN SCOTT A & HEATHER F ARMSTRONG	7992 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340042	LOWELL RICARDO V & EMILY	7970 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340043	SANDIDGE RENEE	7958 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340044	MEYER ANGELA M	7930 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340045	KLARICH MICHAEL C & KELLY J	7914 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340046	BLOSSOM ROGER J	7896 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340047	PALMER DAVID & JESSICA	7878 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340048	GELAO MICHAEL J & LILINDA J	7860 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340067	JOHNSON RICHARD L & SONYA L JOHNSON	7726 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340068	VAZQUEZ OSCAR & ARISBETH GOMEZ	7742 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340069	WEBER BARBARA J	7701 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340070	STRANSKY DAVID C & CARON M	7713 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340071	DENBOBA MOHAMMED G & MULU ROBA	7721 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340072	KEMMETMUELLER KEVIN & AMY K	7737 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340073	VAZQUEZ OSCAR & ARISBETH GOMEZ		0	\$6,647.65	\$0.00
1002721340074	PRZYBILLA JEFFREY S & NANCY M	7764 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721340058	SCHOUELLER DANIEL G & NANCY	7929 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340059	FORTUNA JOHN M & MILISSA M	7909 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340060	TAYLOR F JOSEPH IV & DAWN M	7881 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340061	SULLIVAN DANIEL E & MICHELLE M	7869 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340062	JOHNSON SCOTT B & KRISTY A	7855 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340063	PALLAIS-ARGUELLO JEAN P & RENA PALLAIS	7833 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340064	FLAHERTY KYLE J & STEPHANIE M	7821 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340065	FAUST JIM P & REAGAN M JR	7797 JENNER AVE S	1	\$6,647.65	\$6,647.65
1002721340066	PIGNATO JOSEPH D & TERESA L	7720 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430091	FERGUSON LAWRENCE T JR & MARY	7826 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430092	BONINE GORDON L & SHEILA M	7844 JOCELYN AVE S	1	\$6,647.65	\$6,647.65

1002721430093	MCDONALD MOLLY & RYAN	7852 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430063	VERDUZCO SERGIO O & GUADALUPE S NUNEZ	7997 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430064	KALINOWSKI RYAN D & MELISSA D	7961 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430065	EVERSON MICHAEL D & MCKAYLA A	7933 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430066	HPA BORROWER 2017-1 LLC	9600 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430067	NORUM ANDREW M & TRACI J	9582 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430068	KELLER NICHOLAS G & KATELYN R BRAMWELL	9556 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430069	SCHNEIDER DIANN L	9528 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430070	DESAUTEL SCOTT M & KRISTEN K	9512 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430071	WEINMANN ELI K	9498 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430072	DAVID R VAIDICH & ANGELA D VAIDICH TRS	9593 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430073	TALLEDGE ROBERT WM & JEAN P	9577 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430074	FOY RICHARD P & MELANIE	9569 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430075	JOHNSON AARON	9543 79TH ST S	1	\$6,647.65	\$6,647.65
1002721430080	LANGEVIN THOMAS P & JENNIFER A	7799 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430081	BAKER LEAH	7807 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430082	HORIHAN LYLE E & PAMELA R	7815 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430083	MURRAY DAVID S & MARY ELLEN	7823 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430084	GRAMS MICHAEL C & JULIA A	7831 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430085	BELLOWS TERRANCE J & LINDA L	7849 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430086	GRUFMAN ERIC M & AMY L	7867 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430087	KRYZER MARK P & BARBARA A	7885 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430088	ARLAND DANIEL M & PAULA S	7901 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430089	ALVERSON DOUG & EMILY GROHOVSKY	7929 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430090	FITZGERALD KELLIE	7818 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
1002721430094	JUNEAU ALLEN J & LISA K	7870 JOCELYN AVE S	1	\$6,647.65	\$6,647.65
			79		\$525,164.35



Appendix D: Prestige Estates Geotechnical Report



GEOTECHNICAL EXPLORATION AND FACTUAL ENGINEERING REPORT

Cottage Grove 2017 PM Pavement Cores

Cottage Grove

Minnesota

NTI Project 16.61579.200

Prepared For:

Bolten And Menk, Inc.
Attn.: Michael Boex, P.E.
2035 County Road D East
Suite B
Maplewood, MN 55109



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

6588 141st Avenue Northwest
Ramsey, MN 55303
P: 763.433.9175 F: 763.323.4739
www.NTIgeo.com

Unearthing confidence[™]

July 14, 2016

Bolten and Menk, Inc.
2035 County Road D East
Suite B
Maplewood, MN 55109

Attn: Mr. Mike Boex, P.E.

Subject: Geotechnical Exploration and Factual Engineering Report
Cottage Grove 2017 PM Pavement Cores
Cottage Grove, Minnesota
NTI Project No. 16.61579.200

Dear Mr. Boex,

In accordance with your request and subsequent authorization, Northern Technologies, LLC. (NTI) conducted a Geotechnical Exploration for the above referenced project. Our services included coring the pavement at eleven (11) locations in District B1, District C3, and District F3 within the City of Cottage Grove, as well as preparation of a factual engineering report. Our work was performed in general accordance with our proposal dated June 13th, 2016.

Pavement core samples obtained at the site will be held for 60 days at which time they will be discarded. Please advise us in writing if you wish to have us retain them for a longer period. You will be assessed an additional fee if samples are retained beyond 60 days.

We appreciate the opportunity to have been of service on this project. If there are any questions regarding the soils explored or our review and recommendations, please contact us at your convenience at (763) 433-9175.

Northern Technologies, LLC.

Kyler Bender, P.E.
Construction Services Manager /
Principal Engineer

Richard Jett, E.I.T.
Graduate Engineer

Precision · Expertise · Geotechnical · Materials



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1.0 INTRODUCTION

1.1 Project Description

It is our understanding that the project includes the reconstruction of the residential streets located in District B1, District C3, and District F3 (as outlined in the provided location plan) in Cottage Grove, Minnesota.

1.2 Scope of Services

NTI's scope is to core at each approximate location within each district. The cores were advanced through both the asphalt and aggregate base layers and the approximate thicknesses of each layer were measured. Locations were marked by Bolten and Menk, Inc. personnel. The purpose of this report is to present a summary of our geotechnical exploration and provide pavement information based upon pavement cores obtained at the client-designated locations.

2.0 EXPLORATION PROGRAM RESULTS

2.1 Exploration Scope

Pavement coring occurred on July 8th, 2016 at the approximate locations as presented on the Coring Location Diagram within Appendix A. A photograph of each core can be found in Appendix B.



2.2 Subsurface Conditions

Table 1 provides the measured average thickness of the pavement cores obtained at the project area.

Table 1: Pavement Core Thickness at Project Area

<u>Location Number</u>	<u>Thickness of Pavement (in)*</u>	<u>Depth of Base (in)</u>
1	4	10.5
2	4	9
3	3	8
4	5	N/A ¹
5	4.5	7.5
6	4	8.5
7	4	7
8	3	8
9	4	7.5
10	3.5	7
11	3.25	8

* Pavement thicknesses listed within Table 1 may differ from those within Appendix B. Some cores dissolved during the coring process.

1. Base not consistent with other locations. Soil encountered was granular with no crushed limestone present.

3.0 CLOSURE

The scope of services for this project does not include either specifically or by implication any environmental or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.



Northern Technologies, LLC. has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC. makes no other warranty, expressed or implied.

Northern Technologies, LLC.

Richard Jett, E.I.T.
Graduate Engineer

Kyler Bender, P.E.
Construction Services Manager /
Principal Engineer

I hereby certify that this plan,
specification, or report was prepared by
me or under my direct supervision and
that I am a Duly Licensed Professional
Engineer under the Laws of the State of
Minnesota.

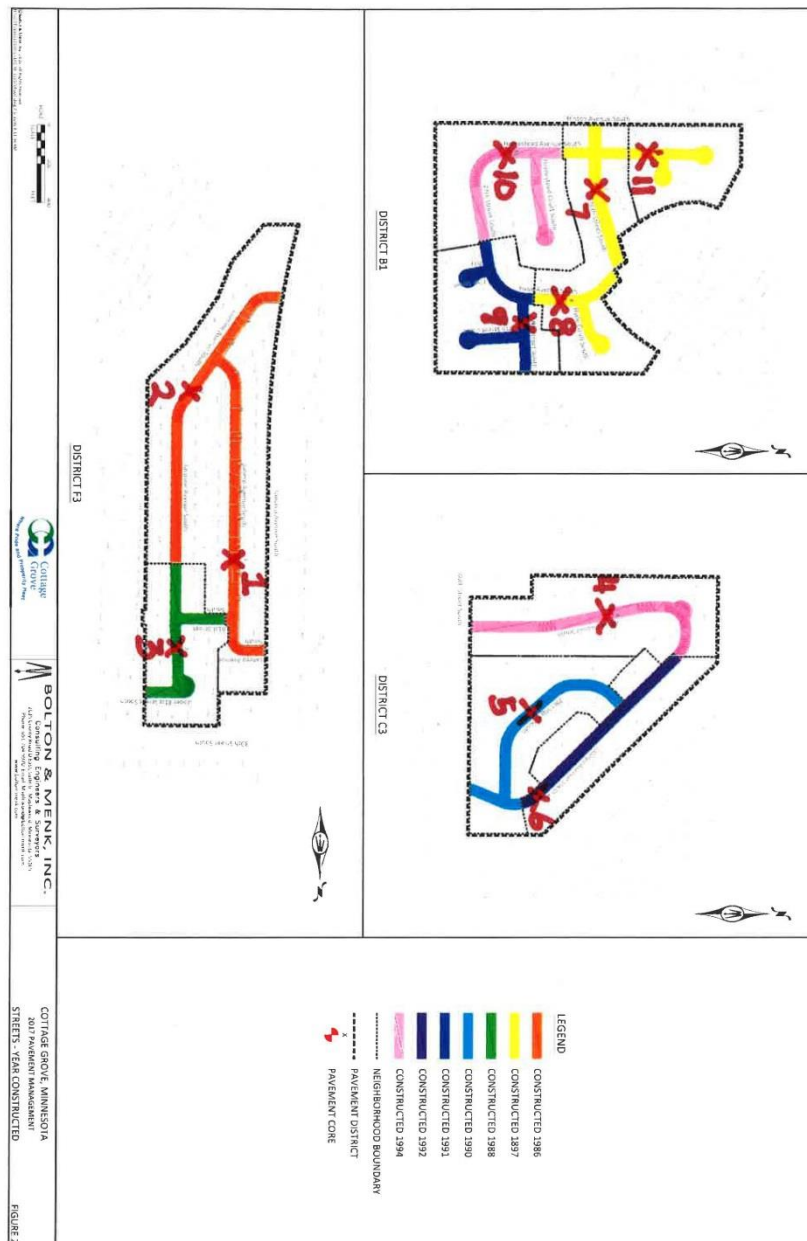
Kyler Bender

Date: 07/13/2016 Reg. No. 50971



APPENDIX A

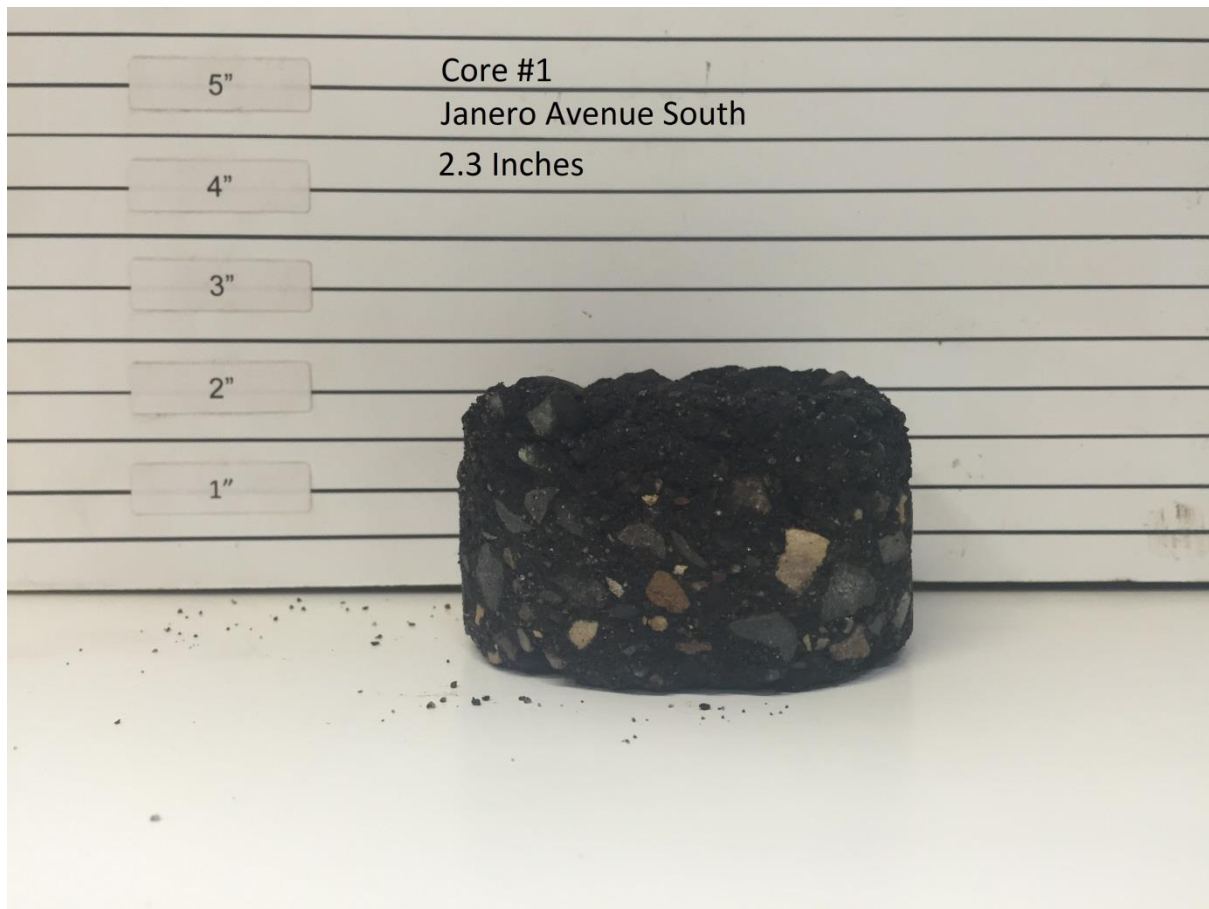
BORING LOCATION DIAGRAM

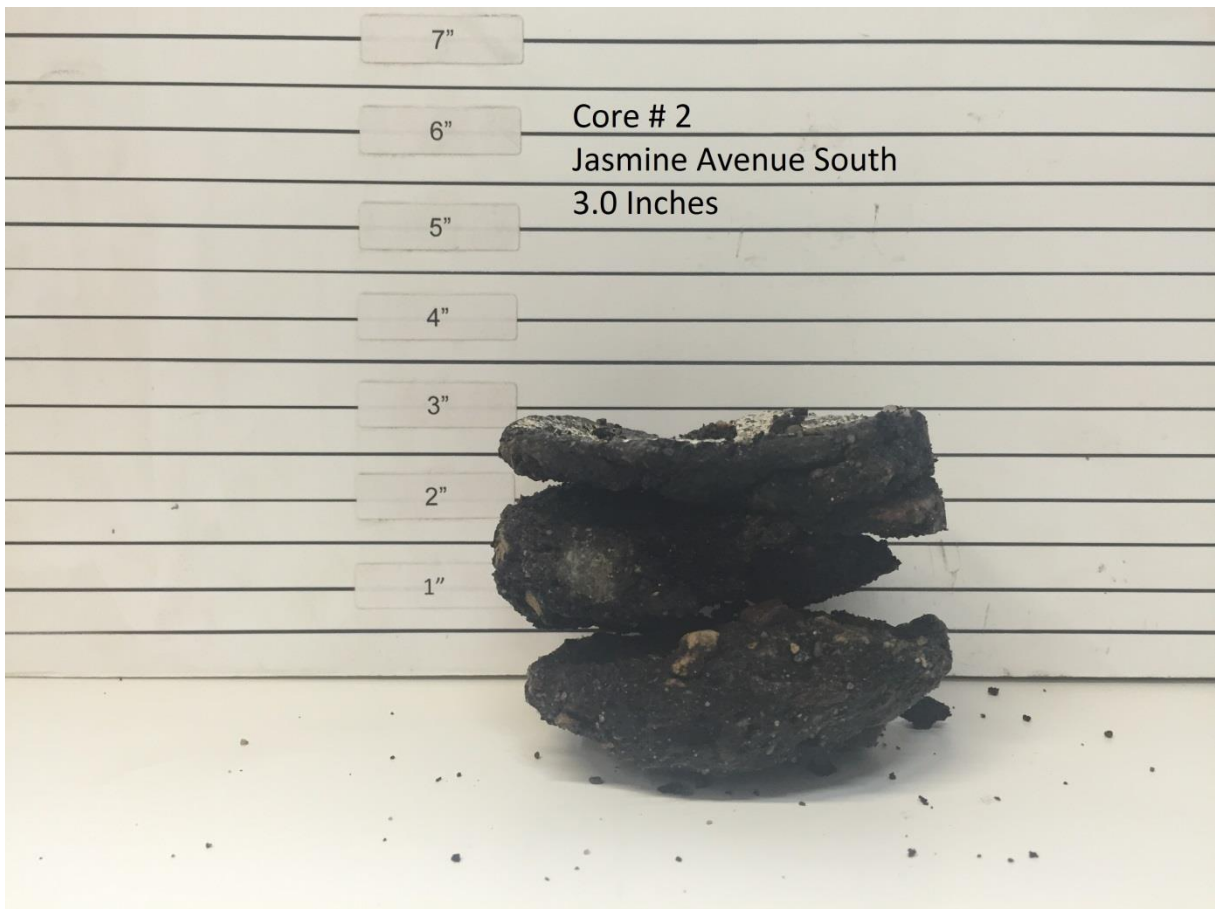


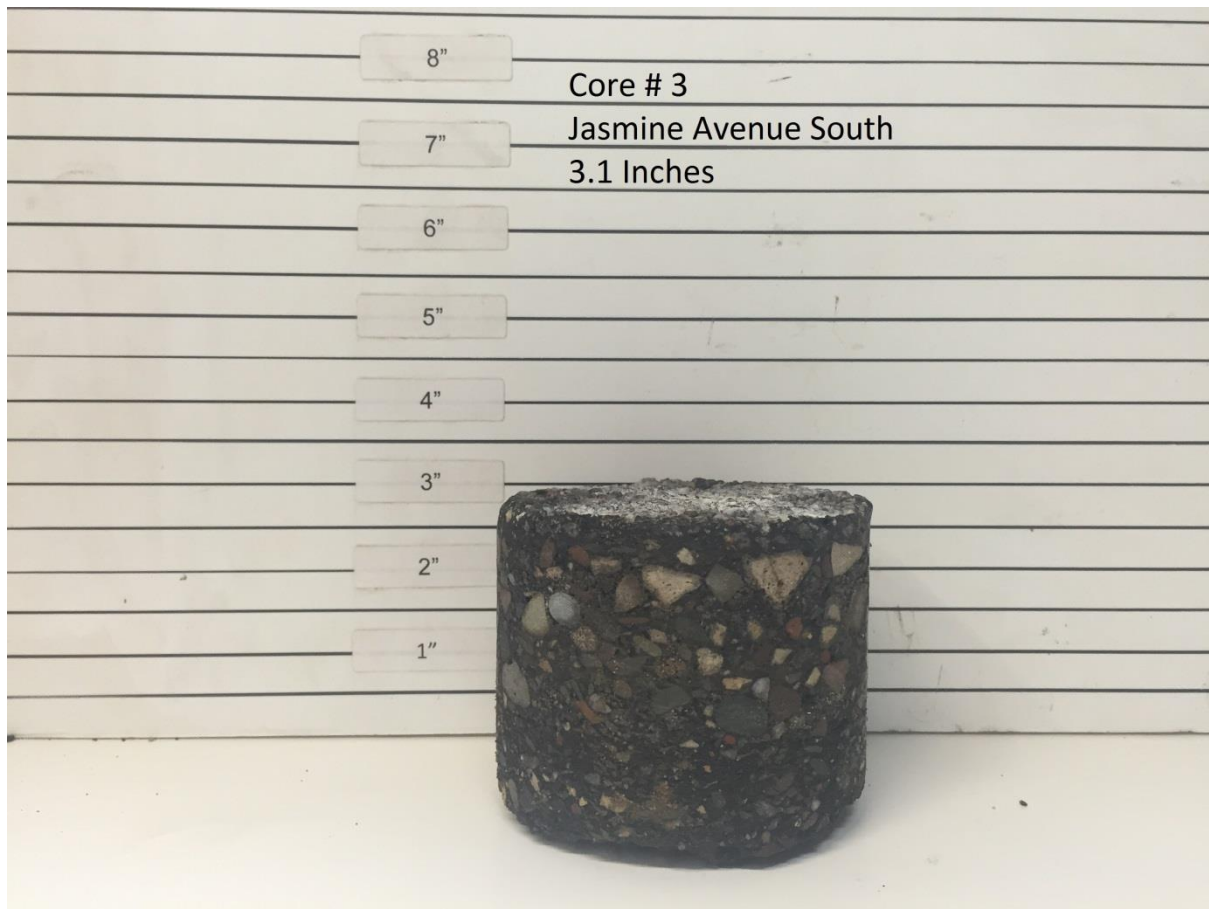


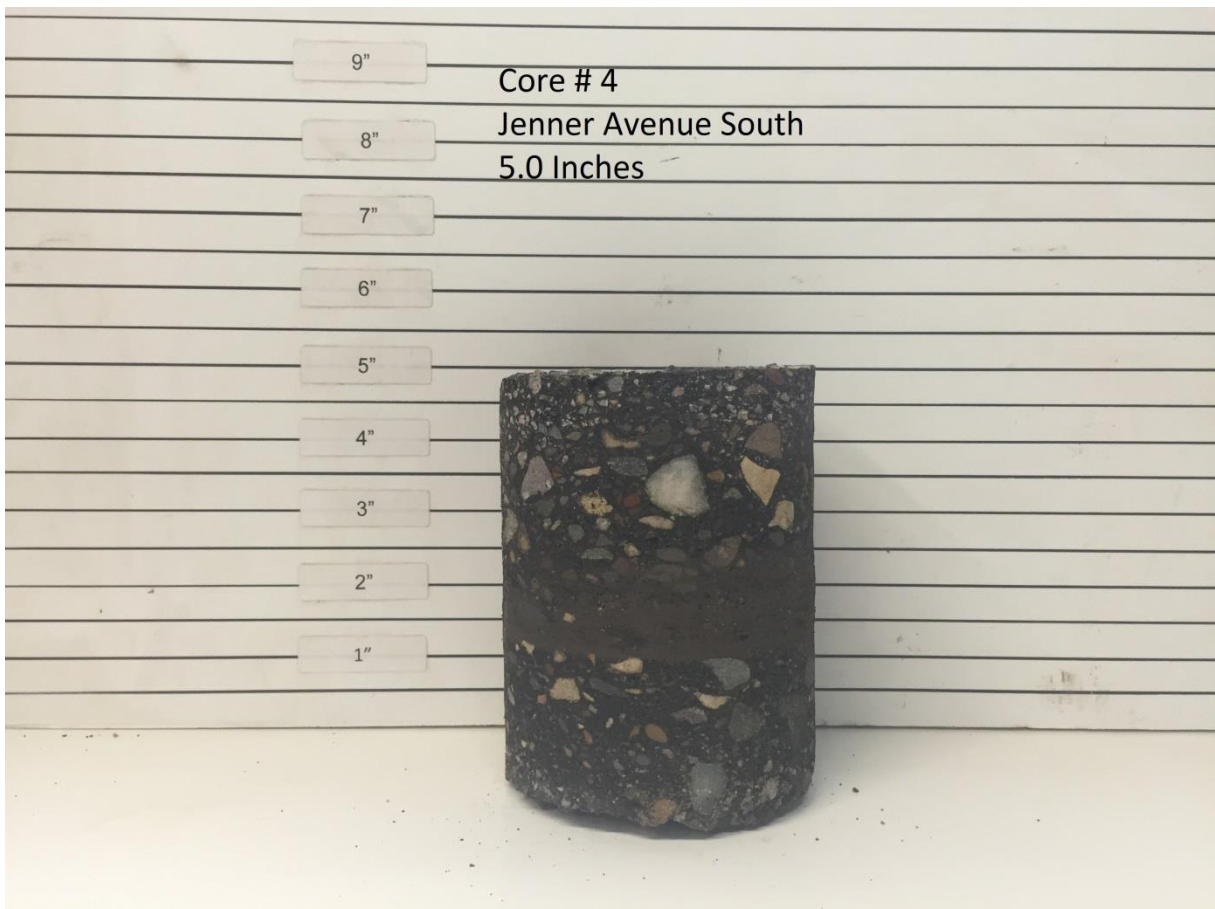
APPENDIX B

CORE PHOTOGRAPHS



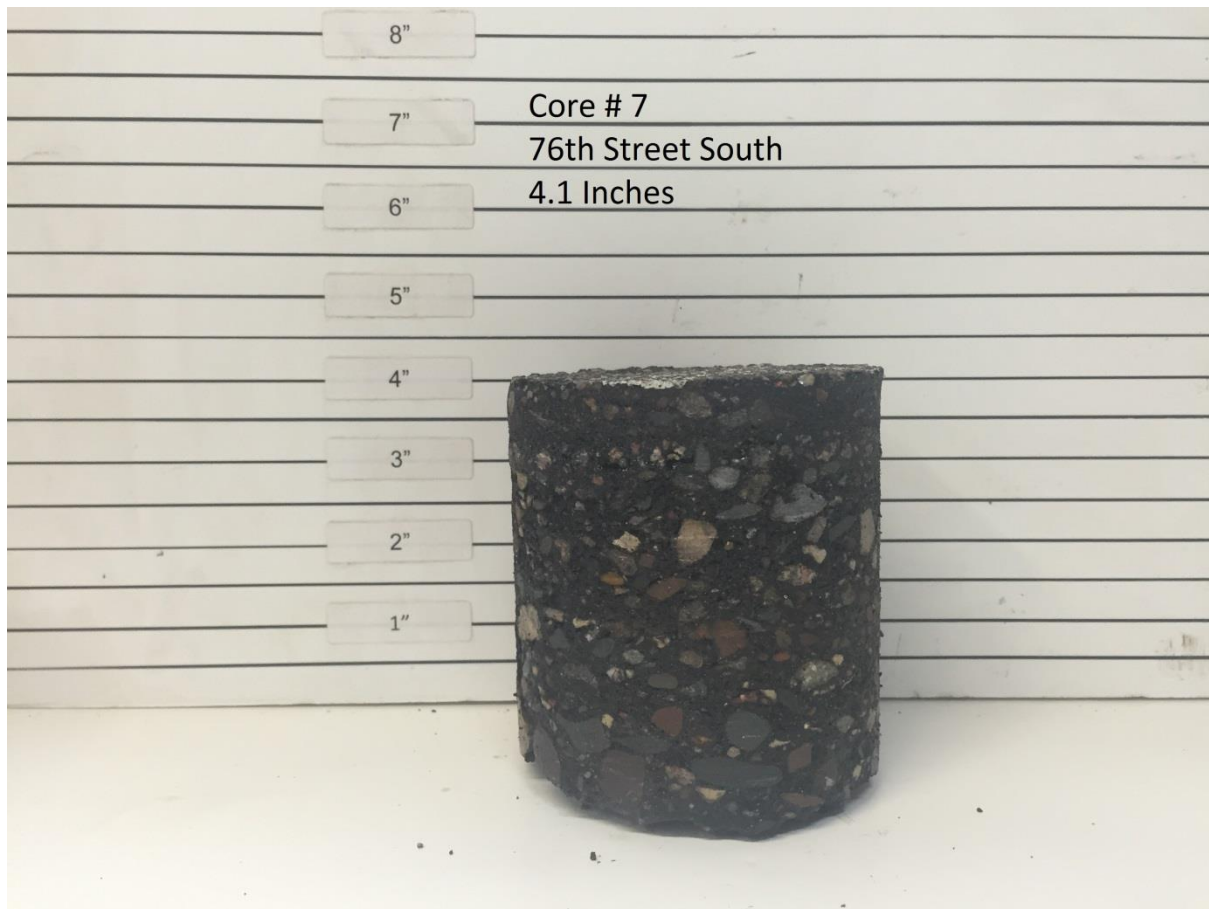


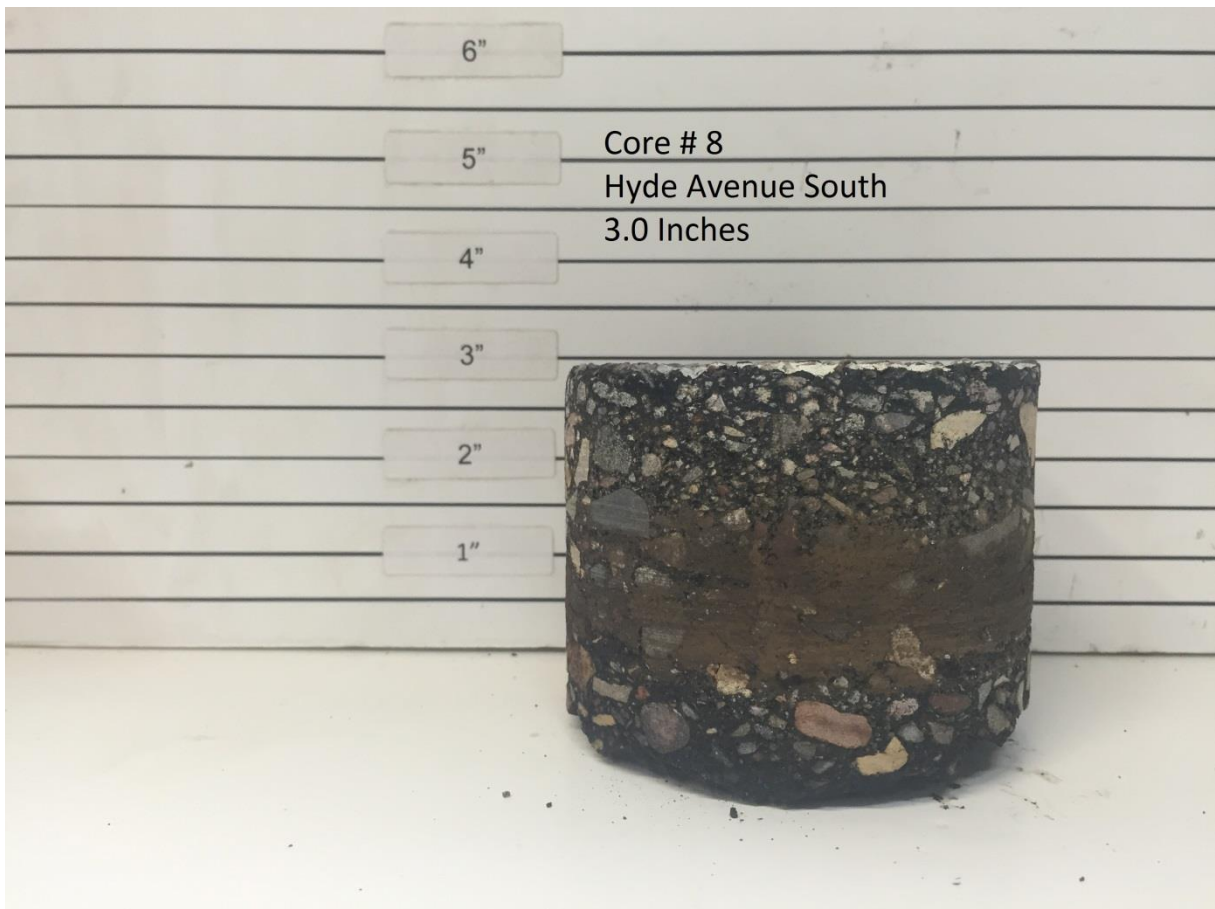




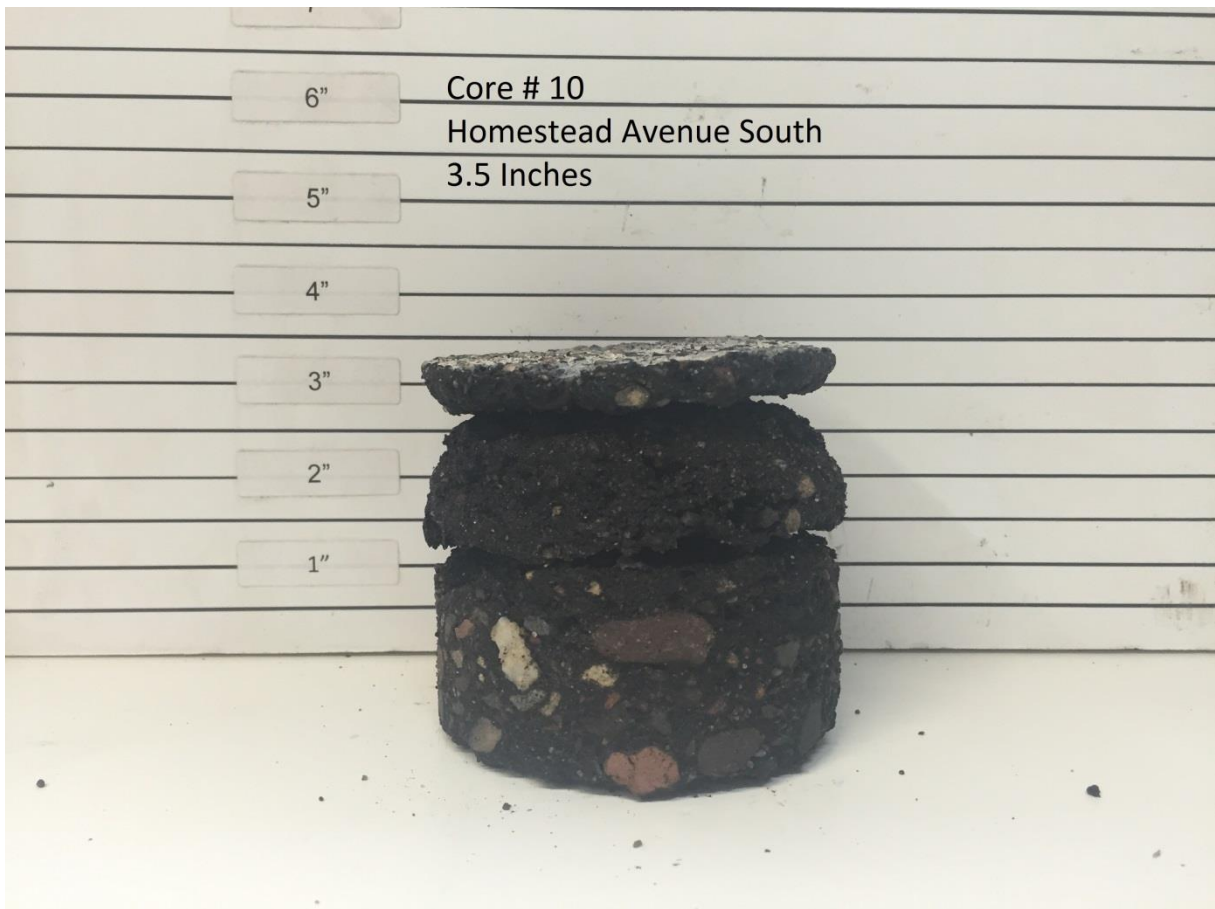
















Appendix E: Jamaica Avenue Geotechnical Report



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

REPORT OF GEOTECHNICAL EXPLORATION

Jamaica Avenue Improvements

Between Highway 61 and Indian Blvd

Cottage Grove, Minnesota

AET Report No. 28-20309

Date:

July 2, 2020

Prepared for:

Bolton & Menk, Inc.
2035 County Road D East
Maplewood, Mn 55109

www.amengtest.com





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• MATERIALS
• FORENSICS

July 2, 2020

Bolton & Menk, Inc.
2035 County Road D East
Maplewood, Mn 55109

Attn: Mike Boex, PE
Michael.boex@bolton-menk.com

RE: Geotechnical Exploration Data Report
Jamaica Avenue Improvements
Cottage Grove, Minnesota
AET Project No. 28-20309

Dear Mr. Boex:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program for the referenced project in Cottage Grove, Minnesota. These services were performed according to our proposal to you dated May 6, 2020.

We are submitting one electronic copy of the report to you. Paper copies can be provided upon request. Please contact me if you have any questions about the report.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Jacob O. Michalowski', is written over a light blue horizontal line.

Jacob O. Michalowski, P.E.
Senior Engineer
Phone: (651) 283-2481
jmichalowski@amengtest.com

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SIGNATURE PAGE

Prepared for:

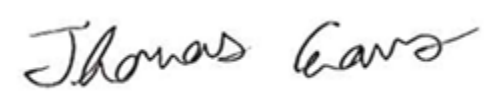
Bolton & Menk, Inc.
2035 County Road D East
Maplewood, Mn 55109

Attn: Mike Boex, PE
Michael.boex@bolton-menk.com

Prepared by:

American Engineering Testing, Inc.
550 Cleveland Avenue North
St. Paul, Minnesota 55114
(651) 659-9001/www.amengtest.com

Authored by:



Thomas Evans, P.E.
Engineer II

Reviewed by:



Jacob O. Michalowski, P.E.
Senior Engineer

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Unified Soil Classification System

AASHTO Soil Classification System

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AMERICAN
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TESTING, INC.**1.0 INTRODUCTION**

The City of Cottage Grove (the City) and Bolton & Menk, Inc. (BMI) are proposing improvements to a segment of Jamaica Avenue in Cottage Grove, Minnesota. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site and conduct soil laboratory testing. This report presents the results of the above services, and

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated May 6, 2020. The authorized scope consists of:

- Obtaining eleven 4-inch pavement cores.
- Drilling and sampling eleven standard penetration test (SPT) borings to depths of 6 feet at the pavement core locations.
- Conducting a Ground Penetrating Radar (GPR) survey in both directions of travel and both lanes.
- Performing Falling Weight Deflectometer (FWD) testing at 1/10th mile increments in each direction and both right lanes.
- Conducting soil laboratory testing.
- Preparation of this report.

These services are intended for geotechnical purposes. The scope is not intended to explore for the presence or extent of environmental contamination.

3.0 PROJECT INFORMATION

We understand the City and BMI are proposing improvements to a 2.1-mile section of Jamaica Avenue from Highway 61 to Indian Blvd in Cottage Grove, Minnesota. The bituminous-surfaced road is a 4-lane divided road. The annual average daily traffic (AADT) along the road reportedly varies from 6,400 vehicles per day in the northern sections to 21,900 vehicles per day near Highway 61. The traffic data was obtained from the MnDOT Traffic Mapping Application.

4.0 SUBSURFACE EXPLORATION AND TESTING

The subsurface exploration program conducted for the project consisted of ground penetrating radar (GPR) testing, falling weight deflectometer (FWD) testing, eleven standard penetration test (SPT) borings, and eleven pavement cores.

4.1 Ground Penetrating Radar

The pavement thickness testing program conducted for the project consisted of a high speed (air coupled) GPR antenna collecting pavement thickness data at a rate of four scans per foot. The data was collected using a 2 GHz antenna, which allows material layer measurements at depths of up to approximately 18 inches with a resolution less than about ½-inch. The data collected is linked to GPS and allows us to plot the data on a graph. The GPR test data and details of the methods used appear in Appendix C.

The GPR data was collected on May 18, 2020. Scans of the pavement were collected according to SIR-30 processor settings established by GSSI RoadScan system, in both the northbound and southbound directions of the right and left lanes. A calibration file, required for data post-processing, was collected at the beginning of the testing day.

GPR interface identification was accomplished using RADAN 7.0, a proprietary software package included with the GSSI RoadScan system. The software includes tools to aid in delineating pavement layer transitions, and it automatically calculates their depths from the pavement surface using the calibration file(s) collected prior to testing. The identified layers were compared to the soil boring and pavement core data collected at specific locations to validate the accuracy of the layer thicknesses.

Depending on pavement age and condition, the presence of moisture, ambient electromagnetic interference, and pavement structure, total depths of asphalt and aggregate base are not always explicitly clear. Where gaps in clear identification of pavement and base layer thicknesses are encountered, the results are reported as a percent of the picking rate of the layer interface. A picking rate of 100 percent indicates the layer interfaces were visible in 100 percent of the scanned points.

4.2 Falling Weight Deflectometer

The pavement deflection testing program conducted for the project consisted of falling weight deflectometer (FWD) testing at approximately 0.1-mile interval spacing in the right lanes of both northbound and southbound directions. The FWD testing was performed on May 19, 2020 using a Dynatest 8000FWD.

After seating drops, data for four impulse loads (two at 6,000 lbs. and two at 9,000 lbs. nominal load) were collected at each test point. The FWD test results and details of the methods used appear in Appendix B.

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The deflection data was analyzed using MnDOT methods for determining the in-place (effective) subgrade and pavement strength, as well as allowable axle loads for a roadway (MnDOT Investigation 183 revised in 1983). The MnDOT methods use the Hogg Model for estimating the subgrade modulus. The effective GE of a pavement system is estimated from the deflection relationship equation, derived from MnDOT Investigations 183 and 195. Our methodology uses MnDOT's Investigation 183 for calculation of an estimated load capacity in late spring and required overlay to estimate the structure for future assumed traffic loading.

4.3 Field Exploration Program

After preliminary review of the GPR data, AET selected eleven soil boring and pavement core locations. Before drilling, we contacted Gopher State One Call to locate public underground utilities. The pavement cores and soil borings were performed on June 3, 2020.

Pavement core logs are provided in Appendix A. These logs include a photograph of the extracted core, as well as total recovered core height, lift thicknesses (where visible), and comments on pavement condition.

Subsurface boring logs and details of the methods used appear in Appendix A. The boring logs contain information concerning soil layering, soil classification, geologic description, and moisture condition. Relative density or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

Borings B-2 through B-6 were performed in the northbound right lane, and borings B-7 through B-10 were performed in the southbound right lane. Boring B-1 was performed in the northbound right turn lane to E Point Douglas Road, and boring B-11 was performed in the southbound right turn lane to E Point Douglas Road. The locations of the pavement cores and soil borings are illustrated on the Figure 1 – Testing Locations Map preceding the pavement core logs and subsurface boring logs in Appendix A. The soil boring locations were recorded in the field by AET personnel using a GPS unit. The elevations at the boring locations were not recorded.

4.4 Laboratory Testing

The laboratory test program included four sieve analyses. The water content and the percent passing the #200 sieve results appear on the individual boring logs adjacent to the samples upon which they were performed. The full sieve analysis test results are shown on the Gradation Curves sheet in Appendix A following the boring logs.

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TESTING, INC.**5.0 SITE CONDITIONS****5.1 GPR Data**

The GPR data shows clear interfaces between the bituminous pavement and possible aggregate base layer and between the possible aggregate base layer and underlying material both with a picking rate of 100%. The pavement cores and soil borings were used to aid in the interpretation of the GPR layer interfaces.

The GPR plots are included in Appendix C to illustrate the thickness of the identified bituminous and base layers within both the right and left lanes of northbound and southbound. The values presented in Tables 1 and 2 below were determined using 25-foot interval averages. The 15th percentile represents the value at which 85% of the section has a pavement layer thickness that is greater than identified. This is the value we generally recommend using for pavement design purposes.

Table 1 - GPR Thickness Summary NB Lanes

Layer	NB Left Lane				NB Right Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.6	11%	5.0	4.5	5.5	15%	4.7	4.2
Base	5.7	24%	4.3	2.4	7.3	24%	5.4	3.5
BP + Base	11.3	12%	10.0	7.1	12.8	16%	10.5	8.4

Note: BP – Bituminous Pavement. CV – coefficient of variation (Std Dev/Average). 15th – 15th percentile thickness value.

Table 2 - GPR Thickness Summary SB Lanes

Layer	SB Left Lane				SB Right Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.5	14%	4.8	4.2	5.6	15%	4.8	4.3
Base	5.2	23%	4.0	2.4	6.1	23%	4.7	1.8
BP + Base	10.7	12%	9.4	7.4	11.7	12%	10.3	7.7

Note: BP – Bituminous Pavement. CV – coefficient of variation (Std Dev/Average). 15th – 15th percentile thickness value.

5.2 Pavement Section

The pavement encountered at the core and soil boring locations consists of bituminous over a possible aggregate base layer. Table 3 below presents the bituminous and aggregate base thickness found at the pavement core/boring locations.

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TESTING, INC.**Table 3 - Pavement Thickness Summary**

Pavement Core	Extracted Core Bituminous Thickness (in)^A	Downhole Bituminous Thickness (in)^B	Approximate Base Thickness (in)^C	Approximate Total Thickness (in)^B
B-1	7.6	7¾	3	10¾
B-2	4.9	5	8	13
B-3	6.1	6	9	15
B-4	5.3	5½	5	10½
B-5	5.7	6	11	17
B-6	5.2	5½	5	10½
B-7	4.4	5	5	10
B-8	5.6	7½	5	12½
B-9	5.0	5½	6	11½
B-10	5.6	5½	8½	14
B-11	2.9	7¼	4	11¼

Notes: A. Average of three measurements of the core measured to the nearest 0.1-inch.

B. From borings and rounded to the nearest ¼-inch.

C. From borings and rounded to the nearest ½-inch.

The core lift thicknesses reported on the core logs are from the top down at one location along the core. The noted lift thicknesses were interpreted by AET. In summary, the bituminous thickness encountered at the soil boring and pavement core locations varies from 5 to 7¾ inches. The possible aggregate base material varies from about 3 inches to 11 inches and consists mostly of gravelly silty sand (A-1-b) and sand (A-1-b).

Bituminous condition was also evaluated based on the pavement cores obtained at the site. Photographs of the pavement cores are provided on the pavement core logs in Appendix A. The pavement cores indicate slight to severe stripping. The core from boring B-11 crumbled during coring operations and was not fully recovered. Additionally, a possible chip seal was observed at the surface of all eleven cores.

Stripping occurs when water or water vapor gets between the asphalt film and the aggregates, thereby breaking the adhesive bond between the aggregate and asphalt binder. This will “strip” the asphalt from the aggregate, eventually leading to pavement failure. When stripping within the pavement becomes excessive, severe pavement deformation and fatigue cracking will occur, and then traffic loadings will result in local failures such as alligator cracking, potholes, and excessive rutting in the wheel paths.

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The subgrade soils encountered in the borings below the possible aggregate base course consist mostly of additional fill soils consisting of sand with silt (A-2-4), silty sand (A-2-4), and sand (A-3). The fill soils extended to depths of between 1 foot and to the final drilling depths of 6 feet. Below the fill, medium dense to very dense sand (A-3) alluvial soils were encountered and extended to the final drilling depths of 6 feet.

5.4 FWD Results

Figure 1 in Appendix A illustrates the locations of the FWD tests. Figure 2 in Appendix B shows the effective subgrade R-value from each of the FWD tests. All FWD tests were performed in the right lanes. Table 4 below provides a summary of the FWD testing that was analyzed using MnDOT TONN 2010 software. The results show that the upper 3 to 4 feet of the existing subgrade has good soil support.

Table 4. FWD Test Results.

Roadway	From	To	Lane	Effective R			Effective GE		
				Avg	CV	15th	Avg	CV	15th
Jamaica Ave	Roundabout	East Point Douglas Rd	NB	32.9	NA	NA	31.9	NA	NA
Jamaica Ave	East Point Douglas Rd	90th St	NB	55.4	NA	NA	33.0	NA	NA
Jamaica Ave	90th St	Hillside Trl	NB	26.3	16%	21.7	26.2	7%	23.5
Jamaica Ave	Hillside Trl	80th St	NB	40.3	15%	35.0	33.0	7%	30.4
Jamaica Ave	80th St	75th St	NB	36.9	28%	23.7	31.1	11%	25.7
Jamaica Ave	75th St	Indian Blvd	NB	33.6	11%	30.5	30.9	8%	27.4
Jamaica Ave	Indian Blvd	75th St	SB	44.7	16%	36.9	29.5	8%	26.2
Jamaica Ave	75th St	80th St	SB	30.0	13%	24.8	24.6	9%	22.0
Jamaica Ave	80th St	Hillside Trl	SB	36.9	9%	34.0	30.5	6%	27.9
Jamaica Ave	Hillside Trl	90th St	SB	31.8	9%	28.6	30.6	6%	28.9
Jamaica Ave	90th St	East Point Douglas Rd	SB	41.6	16%	35.5	30.6	10%	27.4
Jamaica Ave	East Point Douglas Rd	Roundabout	SB	37.9	NA	NA	37.0	NA	NA

Note: CV – coefficient of variation (Std Dev/Average). 15th – 15th percentile thickness value.

5.5 Groundwater

Groundwater was not observed in our soil borings during the geotechnical exploration. Due to the relatively high permeability of most of the soils encountered, it is our opinion that the measured water levels should provide an accurate indication or lack thereof the groundwater level at the time

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of drilling. Groundwater levels do not remain constant; they fluctuate due to varying seasonal and annual rainfall and snow melt amounts, as well as other factors.

6.0 ASTM STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

7.0 CONCLUDING COMMENTS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, either express or implied, is intended.

Appendix A

Geotechnical Field Exploration and Testing

Boring Log Notes

Unified Soil Classification System

AASHTO Soil Classification System

Testing Locations

Pavement Core Reports

Subsurface Boring Logs

Gradation Curves

Appendix A

Geotechnical Field Exploration and Testing

AET Project 28-20309

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling eleven Standard Penetration Test (SPT) borings and eleven pavement cores. The locations of the borings appear on the Boring Location Maps, preceding the Subsurface Boring Logs in this appendix.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS) - Calibrated to N_{60} Values

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N_{60} blow count.

The most recent drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N_{60} values. By using the PDA energy measurement equipment, we can determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30 inches. The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviation of the N-values using this method is significantly better than the standard ASTM Method.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs. A chart explaining the USC system is attached in Appendix A.

Visual-manual judgment of the AASHTO Soil Group is also noted as a part of the soil description. A chart presenting details of the AASHTO Soil Classification System is also attached.

Appendix A
Geotechnical Field Exploration and Testing
AET Project 28-20309

A.4 WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 LABORATORY TEST METHODS

A.5.1 Sieve Analysis of Soils (thru #200 Sieve)

Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
AR:	Sample of material obtained from cuttings blown out the top of the borehole during air rotary procedure.
B, H, N:	Size of flush-joint casing
CAS:	Pipe casing, number indicates nominal diameter in inches
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
DP:	Direct push drilling; a 2.125 inch OD outer casing with an inner 1½ inch ID plastic tube is driven continuously into the ground.
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RDA:	Rotary drilling with compressed air and roller or drag bit.
RDF:	Rotary drilling with drilling fluid and roller or drag bit
REC:	In split-spoon (see notes), direct push and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
SS:	Standard split-spoon sampler (steel; 1.5" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q _p :	Pocket Penetrometer strength, tsf (<u>approximate</u>)
q _c :	Static cone bearing pressure, tsf
q _u :	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VS _R :	Vane shear strength, remolded (field), psf
VS _U :	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES

(Calibrated Hammer Weight)

The standard penetration test consists of driving a split-spoon sampler with a drop hammer (calibrated weight varies to provide N₆₀ values) and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM: D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM: D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

UNIFIED SOIL CLASSIFICATION SYSTEM

ASTM Designations: D 2487, D2488

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Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F
	Gravels with Fines more than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
		Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
			$Cu < 6$ and/or $1 > Cc > 3$ ^E	SP	Poorly-graded sand ^I
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Sils and Clays Liquid limit less than 50	inorganic	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
		organic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
	Sils and Clays Liquid limit 50 or more	inorganic	Liquid limit—oven dried < 0.75 Liquid limit – not dried	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
			PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
		organic	PI plots below "A" line	MH	Elastic silt ^{K,L,M}
			Liquid limit—oven dried < 0.75 Liquid limit – not dried	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,Q}
	Highly organic soil			PT	Peat ^R

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

^E $Cu = D_{60} / D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

^RFiber Content description shown below.

SIEVE ANALYSIS

Notes

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

^E $Cu = D_{60} / D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

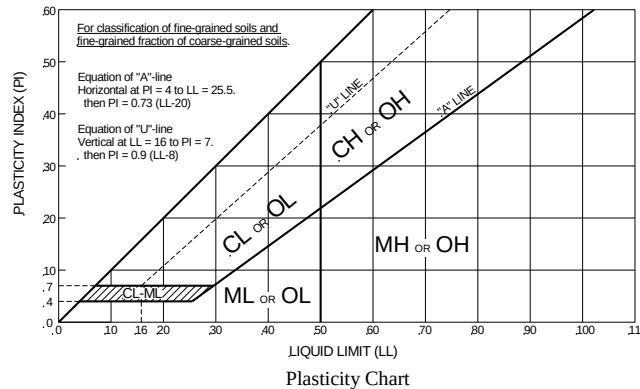
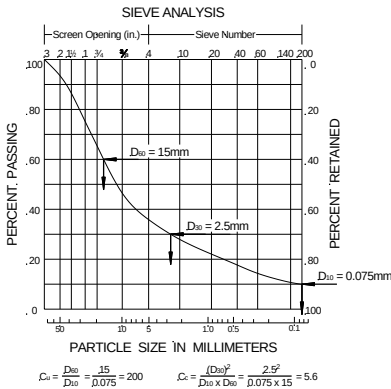
^NPI ≥ 4 and plots on or above "A" line.

^OPI < 4 or plots below "A" line.

^PPI plots on or above "A" line.

^QPI plots below "A" line.

^RFiber Content description shown below.



ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
Moisture/Frost Condition		Layering Notes		Peat Description		Organic Description (if no lab tests)	
(MC Column)							
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations:	Layers less than 1/2" thick of differing material or color.	Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").						
W (Wet/ Waterbearing):	Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.	Lenses:	Pockets or layers greater than 1/2" thick of differing material or color.	Fibric Peat:	Greater than 67%	Root Inclusions With roots: Judged to have sufficient quantity of roots to influence the soil properties.	
F (Frozen):	Soil frozen						
				Hemic Peat:	33 - 67%	Trace roots: Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.	
				Sapric Peat:	Less than 33%		

AASHTO SOIL CLASSIFICATION SYSTEM

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

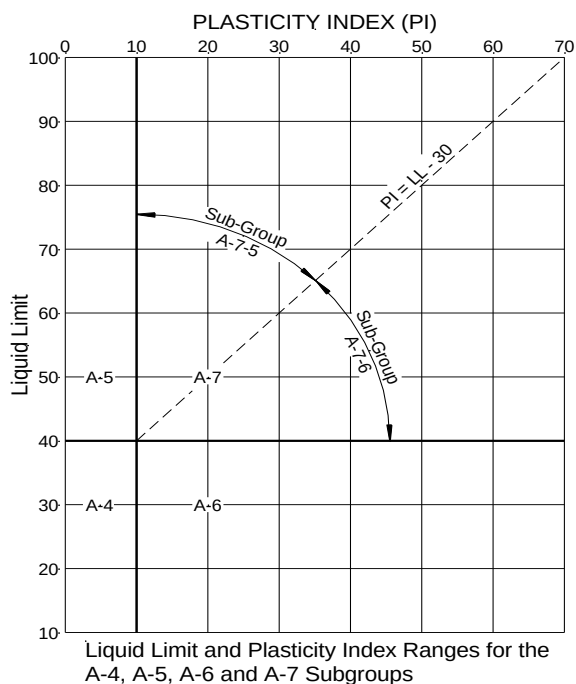
Classification of Soils and Soil-Aggregate Mixtures

General Classification	Granular Materials (35% or less passing No. 200 sieve)							Silt-Clay Materials (More than 35% passing No. 200 sieve)			
Group Classification	A-1		A-3	A-2				A-4	A-5	A-6	A-7
	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5 A-7-6
Sieve Analysis, Percent passing:											
No. 10 (2.00 mm)	50 max.	....	....	....	....	....	....	....	....	....	....
No. 40 (0.425 mm)	30 max.	50 max.	51 min.	....	....	....	....	....	....	....	....
No. 200 (0.075 mm)	15 max.	25 max.	10 max.	35 max.	35 max.	35 max.	35 max.	36 min.	36 min.	36 min.	36 min.
Characteristics of Fraction Passing No. 40 (0.425 mm)											
Liquid limit . . . . .	....		....	40 max.	41 min.	40 max.	41 min.	40 max.	41 min.	40 max.	41 min.
Plasticity index	6 max.		N.P.	10 max.	10 max.	11 min.	11 min.	10 max.	10 max.	11 min.	11 min.
Usual Types of Significant Constituent Materials	Stone Fragments, Gravel and Sand		Fine Sand	Silty or Clayey Gravel and Sand				Silty Soils		Clayey Soils	
General Ratings as Subgrade	Excellent to Good							Fair to Poor			

The placing of A-3 before A-2 is necessary in the "left to right elimination process" and does not indicate superiority of A-3 over A-2.

Plasticity index of A-7-5 subgroup is equal to or less than LL minus 30. Plasticity index of A-7-6 subgroup is greater than LL minus 30.

Group A-8 soils are organic clays or peat with organic content >5%.



Definitions of Gravel, Sand and Silt-Clay

The terms "gravel", "coarse sand", "fine sand" and "silt-clay", as determinable from the minimum test data required in this classification arrangement and as used in subsequent word descriptions are defined as follows:

GRAVEL - Material passing sieve with 3-in. square openings and retained on the No. 10 sieve.

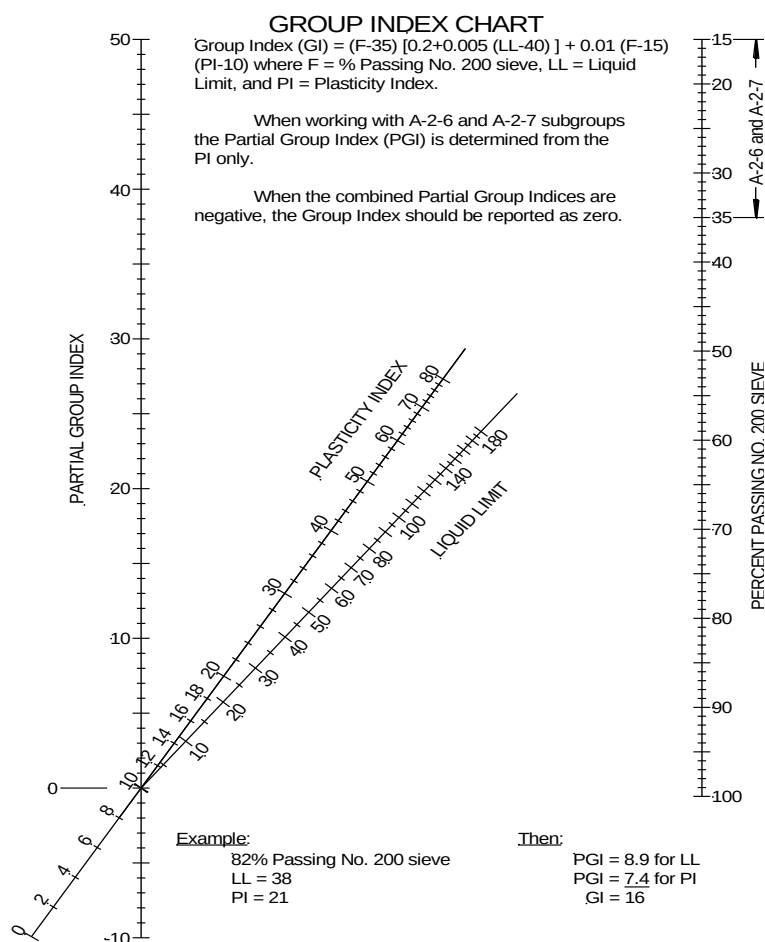
COARSE SAND - Material passing the No. 10 sieve and retained on the No. 40 sieve.

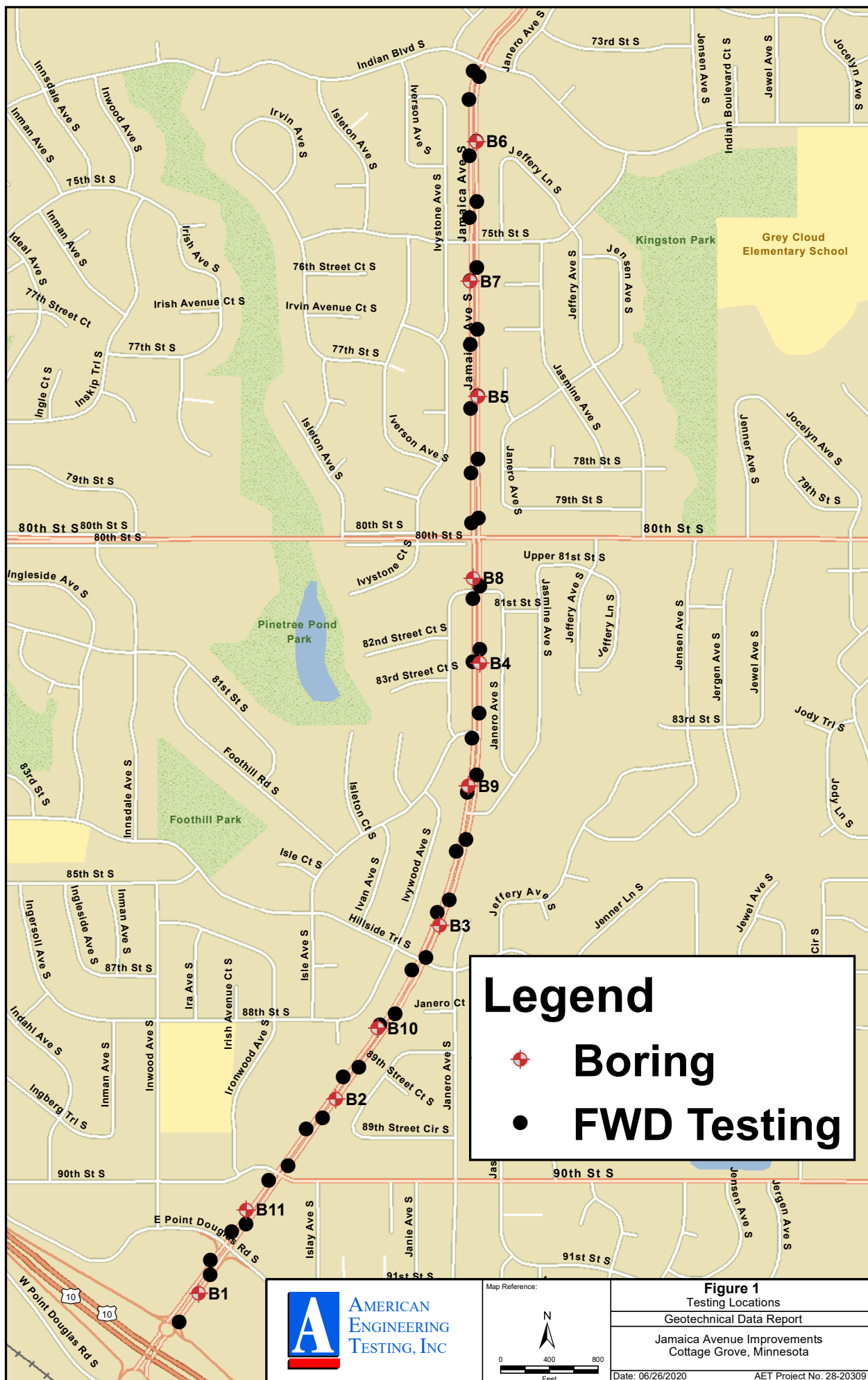
FINE SAND - Material passing the No. 40 sieve and retained on the No. 200 sieve.

COMBINED SILT AND CLAY - Material passing the No. 200 sieve

BOULDERS (retained on 3-in. sieve) should be excluded from the portion of the sample to which the classification is applied, but the percentage of such material, if any, in the sample should be recorded.

The term "silty" is applied to fine material having plasticity index of 10 or less and the term "clayey" is applied to fine material having plasticity index of 11 or greater.







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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-1

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 7.6"

Lift 1: 2.2"

Lift 2: 1.6"

Lift 3: 1.5"

Lift 4: 2.5"

Comments:

Possible chip seal at the surface.
Core contains slight stripping throughout. Lift 4 contains slight to moderate stripping.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-2

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 4.9"

Lift 1: 1.9"

Lift 2: 3.0"

Comments:

Possible chip seal at the surface.
Core contains moderate stripping throughout.





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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-3

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 6.1"

Lift 1: 1.3"

Lift 2: 1.2"

Lift 3: 1.5"

Lift 4: 2.1"

Comments:

Possible chip seal at the surface.
Core has slight to moderate stripping throughout.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-4

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.3"

Lift 1: 2.0"

Lift 2: 1.5"

Lift 3: 1.8"

Comments:

Possible chip seal at the surface.

Lift 1 contains slight stripping.

Lifts 2 and 3 contain moderate to severe stripping.



AET No. 28-20309

Jamaica Ave
C-4

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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-5

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.7"

Lift 1: 2.2"

Lift 2: 1.9"

Lift 3: 1.6"

Comments:

Possible chip seal at the surface.

Lifts 1 and 2 contains slight stripping.

Lift 3 contains moderate stripping.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-6

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.2"

Lift 1: 1.7"

Lift 2: 1.2"

Lift 3: 2.3"

Comments:

Possible chip seal at the surface.

Lift 1 contains moderate to severe stripping. Bottom of lift 1 contained large voids. Lifts 2 and 3 contains slight to moderate stripping.





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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-7

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 4.4"

Lift 1: 1.8"

Lift 2: 1.3"

Lift 3: 1.3"

Comments:

Possible chip seal at the surface.
Core generally has slight to moderate stripping throughout.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-8

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.6"

Lift 1: 2.0"

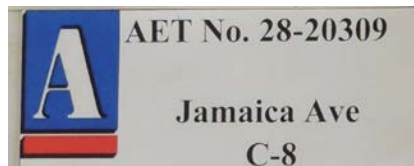
Lift 2: 1.6"

Lift 3: 2.0"

Downhole Bituminous Thickness:
7 1/2"

Comments:

Possible chip seal at the surface.
Lifts 1 and 2 contain slight stripping.
Lift 3 contains moderate stripping.
Bottom of core not recovered.





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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-9

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.0"

Lift 1: 1.6"

Lift 2: 1.7"

Lift 3: 1.8"

Comments:

Possible chip seal at the surface.
Lift 1 contains slight stripping.
Lift 2 contains moderate stripping.
Lift 3 contains severe stripping
and large voids.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-10

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 5.6"

Lift 1: 2.1"

Lift 2: 2.1"

Lift 3: 1.3"

Comments:

Possible chip seal at the surface.
Core contains moderate stripping throughout.



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PAVEMENT CORE LOG

Jamaica Avenue Improvements – Cottage Grove, Minnesota
AET Project Number: 28-20309

Core: B-11

Date Cored: June 2, 2020

Description:

Core Diameter: 4"

Total Core Height: 2.9"

Bituminous Downhole

Thickness: 7 1/4"

Comments:

Possible chip seal at the surface.
Core contains severe stripping
throughout. Core crumbled during
coring operations.



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SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-1 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.816568°				LONGITUDE: -92.932841°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	7.75" Bituminous pavement	FILL	44	M	CORE	12						2			
	3" FILL, mostly sand, a little gravel, dark brown (A-1-b) (possible aggregate base)														
2	FILL, mixture of sand and silty sand, light brown (A-2-4)														
3			33	M	SS	20									
4	SAND, a little gravel, fine to medium grained, light brown, moist, medium dense (SP) (A-3)	COARSE ALLUVIUM	17	M	SS	20									
5															
6	END OF BORING														
Northbound Right Turn Lane to E Point Douglas Road															
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS									NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG				
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL							
		6/2/20	10:20	6.0	0.0	4.0		None							
BORING COMPLETED: 6/2/20															
DR: SS LG: SD Rig: 1C															

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309		LOG OF BORING NO. B-2 (p. 1 of 1)									
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN											
SURFACE ELEVATION: _____		LATITUDE: 44.820932°			LONGITUDE: -92.928463°						
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	5" Bituminous pavement	FILL	38	M	CORE	20					9
	8" FILL, mostly sand, a little gravel, dark brown (A-1-b)										
	FILL, mostly sand, a little gravel, brown (A-3)										
2											
3			21	M	SS	24					
4											
5			7	M	SS	14					
6	END OF BORING										
Northbound Right Lane											
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			
		6/2/20	10:47	6.0	0.0	4.0		None			
BORING COMPLETED: 6/2/20											
DR: SS LG: SD Rig: 1C											

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309		LOG OF BORING NO. B-3 (p. 1 of 1)									
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN											
SURFACE ELEVATION: _____		LATITUDE: 44.824840°			LONGITUDE: -92.925149°						
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	6" Bituminous pavement	FILL	42	M	CORE	18					
	9" FILL, mostly gravelly silty sand, dark brown (A-1-b) (possible aggregate base)										
	FILL, mostly silty sand, a little gravel, brown (A-2-4)										
2	SAND, fine grained, light brown, moist, dense to medium dense (SP) (A-3)	COARSE ALLUVIUM	36	M	SS	18					
3											
4											
5			22	M	SS	24					
6	END OF BORING										
Northbound Right Lane											
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			
		6/2/20	11:06	6.0	0.0	4.0		None			
BORING COMPLETED: 6/2/20											
DR: SS LG: SD Rig: 1C											

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-4 (p. 1 of 1)			
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN							
SURFACE ELEVATION: _____		LATITUDE: 44.830737°		LONGITUDE: -92.923838°			

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
	5.5" Bituminous pavement	FILL				CORE					
1	5" FILL, mostly gravelly silty sand, brown (A-1-b) (possible aggregate base)										
	FILL, mostly silty sand, a little gravel, brown (A-2-4)		33	M	SS	14					
2	SAND, a little gravel, fine to medium grained, light brown, moist, medium dense (SP) (A-3)	COARSE ALLUVIUM									
3			30	M	SS	24					
4											
5			26	M	SS	24					
6	END OF BORING										
Northbound Right Lane											

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-4'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		6/2/20	11:28	6.0	0.0	4.0		None	
BORING COMPLETED: 6/2/20									
DR: SS LG: SD Rig: 1C									

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-5 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.836755°				LONGITUDE: -92.923860°							
DEPTH IN FEET	MATERIAL DESCRIPTION		GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
								WC	DEN	LL	PL	%-#200			
1	6" Bituminous pavement		FILL	33	M	CORE	14						6		
	11" FILL, mostly gravelly sand with silt, dark brown (A-1-b) (possible aggregate base)														
	FILL, mostly silty sand, a little gravel, brown (A-2-4)														
2															
3				58	M	SS	24								
4															
5				74	M	SS	24								
6	END OF BORING														
Northbound Right Lane															
DEPTH: 0-4'		DRILLING METHOD: 3.25" HSA		WATER LEVEL MEASUREMENTS									NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
				DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL					
				6/2/20	11:56	6.0	0.0	4.0		None					
BORING COMPLETED: 6/2/20															
DR: SS LG: SD Rig: 1C															

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309		LOG OF BORING NO. B-6 (p. 1 of 1)										
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN												
SURFACE ELEVATION: _____		LATITUDE: 44.842500°			LONGITUDE: -92.923866°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
	5.5" Bituminous pavement	FILL										
	5" FILL, mostly sand, a little gravel, brown (A-1-b) (possible aggregate base)											
1	SAND, fine to medium grained, light brown, moist, dense to medium dense (SP) (A-3) (possible fill)	COARSE ALLUVIUM OR FILL	38	M		SS	12					
2												
3			45	M		SS	24					5
4												
5			21	M	SS	24						
6	END OF BORING											
Northbound Right Lane												
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG			
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL				
		6/2/20	1:05	6.0	0.0	4.0		None				
BORING COMPLETED: 6/2/20												
DR: SS LG: SD Rig: 41												

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309		LOG OF BORING NO. B-7 (p. 1 of 1)									
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN											
SURFACE ELEVATION: _____		LATITUDE: 44.839348°		LONGITUDE: -92.924089°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	5" Bituminous pavement	FILL	40	M	CORE	20					
	5" FILL, mostly sand, a little gravel, brown (A-1-b) (possible aggregate base)										
	FILL, mostly sand, a little gravel, brown (A-3)										
2	SAND, a little gravel, fine grained, light brown, moist, loose to medium dense (SP) (A-3) (possible fill)	COARSE ALLUVIUM OR FILL	40	M	SS	24					
3											
4											
5			42	M	SS	3					
6											
END OF BORING											
Southbound Right Lane											
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			
		6/2/20	1:33	6.0	0.0	4.0		None			
BORING COMPLETED: 6/2/20											
DR: SS LG: SD Rig: 41											

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-8 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.832661°				LONGITUDE: -92.924036°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
	7.5" Bituminous pavement	FILL													
1	5" FILL, mostly gravelly silty sand, dark brown (A-1-b) (possible aggregate base)														
	FILL, mostly silty sand, a little gravel, brown (A-2-4)		32	M	SS	18									
2															
	FILL, mixture of sand and silty sand, a little gravel, brown (A-2-4)														
3			48	M	SS	24									
4															
	SAND, a little gravel, fine grained, light brown, moist, very dense (SP) (A-3) (possible fill)	COARSE ALLUVIUM OR FILL													
5			74	M	SS	24									
6	END OF BORING														
Southbound Right Lane															

DEPTH: 0-4'		DRILLING METHOD: 3.25" HSA		WATER LEVEL MEASUREMENTS					NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		6/2/20	1:58	6.0	0.0	4.0		None	
BORING COMPLETED: 6/2/20									
DR: SS LG: SD Rig: 41									

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-9 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.827981°				LONGITUDE: -92.924220°							
DEPTH IN FEET	MATERIAL DESCRIPTION		GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
								WC	DEN	LL	PL	%-#200			
1	5.5" Bituminous pavement		FILL	26	M	CORE	12								
	6" FILL, mostly gravelly silty sand, dark brown (A-1-b)														
	FILL, mostly silty sand, a little gravel, brown (A-2-4)														
2			COARSE ALLUVIUM	48	M	SS	21								
3	SAND, a little gravel, fine to medium grained, light brown, moist, dense to medium dense (SP) (A-3)														
4															
5				18	M	SS	16								
6															
END OF BORING															
Southbound Right Lane															
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG						
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL							
		6/2/20	2:23	6.0	0.0	4.0		None							
BORING COMPLETED: 6/2/20															
DR: SS LG: SD Rig: 41															

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



AMERICAN
ENGINEERING
TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-10 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.822520°				LONGITUDE: -92.927134°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	5.5" Bituminous pavement	FILL	30	M	CORE	10									
	8.5" FILL, mostly gravelly silty sand, dark brown (A-1-b) (possible aggregate base)														
	FILL, mostly sand with silt, light brown (A-2-4)														
2	SAND, a little gravel, fine grained light brown, moist, medium dense (SP) (A-3)	COARSE ALLUVIUM	21	M	SS	24									
3															
4															
5			17	M	SS	24									
6	END OF BORING														
Southbound Right Lane															
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS								NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG					
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL							
		6/2/20	2:43	6.0	0.0	4.0		None							
BORING COMPLETED: 6/2/20															
DR: SS LG: SD Rig: 41															

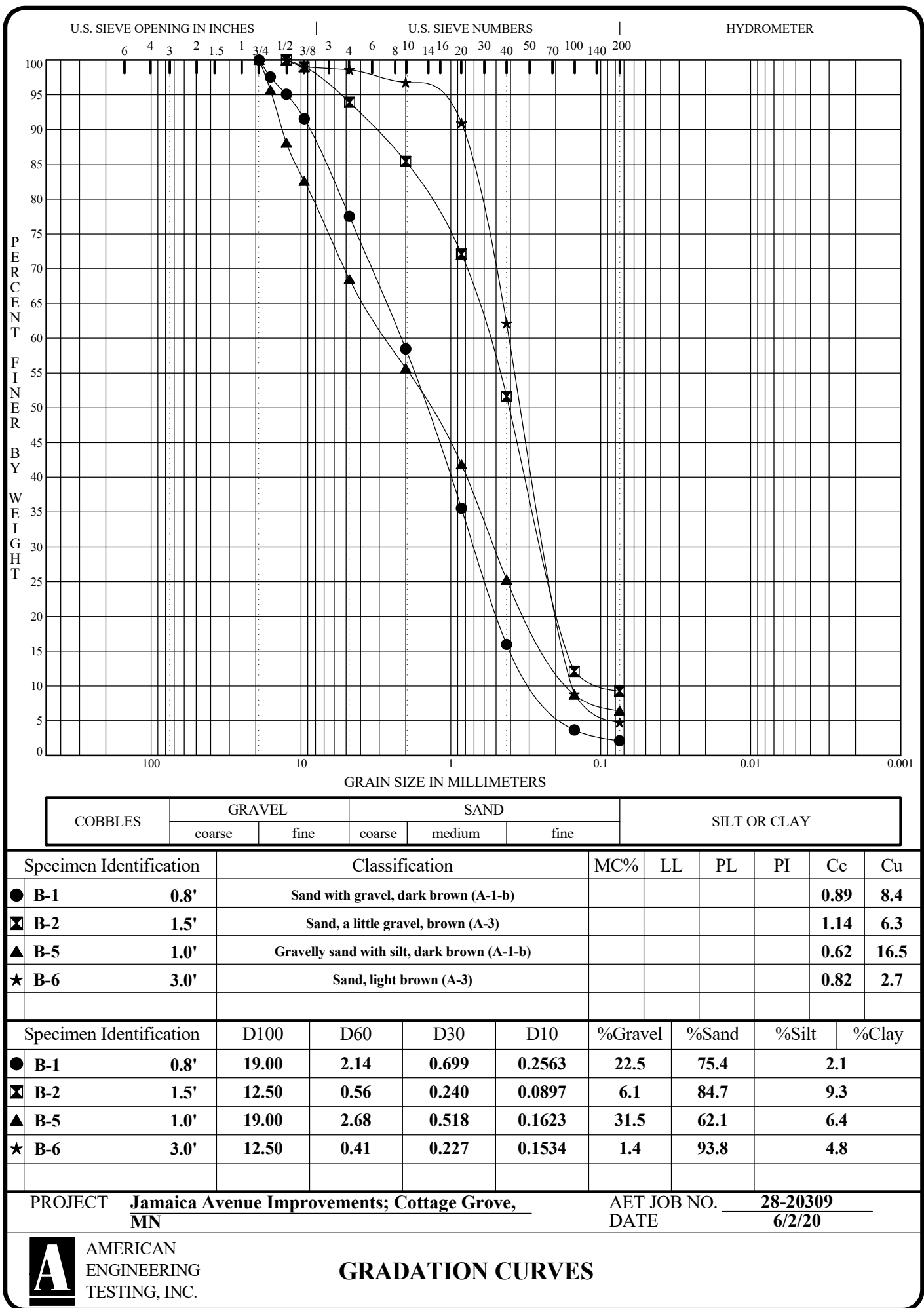
AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



SUBSURFACE BORING LOG

AET JOB NO: 28-20309				LOG OF BORING NO. B-11 (p. 1 of 1)											
PROJECT: Jamaica Avenue Improvements; Cottage Grove, MN															
SURFACE ELEVATION: _____				LATITUDE: 44.818452°				LONGITUDE: -92.931318°							
DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	7.25" Bituminous pavement	FILL				CORE									
	4" FILL, mostly gravelly silty sand, dark brown (A-1-b) (possible aggregate base)														
	FILL, mostly silty sand, a little gravel, brown (A-2-4)														
	SAND, a little gravel, fine to medium grained, light brown to brown, moist, dense to medium dense (SP) (A-3) (possible fill)	COARSE ALLUVIUM	33	M			SS	18							
2															
3			36	M	SS	24									
4															
5			17	M	SS	24									
6	END OF BORING														
Southbound Right Turn Lane to E Point Douglas Road															
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG						
0-4' 3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL							
		6/2/20	3:10	6.0	0.0	4.0		None							
BORING COMPLETED: 6/2/20															
DR: SS LG: SD Rig: 41															

AET CORP W-LAT-LONG 28-20309.GPJ AET+CPT+WELL_20181012_JG.GDT 7/2/20



Appendix B

Falling Weight Deflectometer Field Exploration and Testing
Figure 2 – Effective Subgrade R-Value Map

Appendix B

Falling Weight Deflectometer Field Exploration and Testing

AET Project No. 28-20309

B.1 PAVEMENT TESTING

The pavement structural conditions at the site were evaluated nondestructively using Falling Weight Deflectometer (FWD). The description of the equipment precedes the Deflection Data and Analysis Results in this appendix.

B.2 EQUIPMENT DESCRIPTION

B.2.1 Dynatest 8000 FWD Test System

The FWD owned by AET is a Dynatest 8000 FWD Test System that consists of a Dynatest 8002 trailer and a third generation control and data acquisition unit developed in 2003, called the Dynatest Compact15, featuring fifteen (15) deflection channels. The new generation FWD, including a Compact15 System and a standard PC with the FwdWin Field Program constitutes the newest, most sophisticated Dynatest FWD Test System, which fulfills or exceeds all requirements to meet ASTM-4694 Standards. Figure B1 provides a view of this equipment.



Figure B1 Dynatest 8002 FWD Test System

The FWD imposes a dynamic impulse load onto the pavement surface through a load plate. Total pulse is an approximately half sine shape with a total duration typically between 25 to 30 ms. The FWD is capable of applying a variety of loads to the pavement ranging from 1,500 lbf (7 kN) to 27,000 lbf (120 kN) by dropping a variable weight mass from different heights to a standard, 11.8-inch (300-mm) diameter rigid plate.

The drop weights and the buffers are constructed so that the falling weight buffer subassembly may be quickly and conveniently changed between falling masses of 440 lbf (200 kg) for highways and 770 lbf (350 kg) for airports. With the 440 lbf (200 kg) package for highways three drop heights are used with the target load of 6,000 lbf (27 kN) at drop height 1, 9,000 lbf (40 kN) at drop height 2, and 12,000 lbf at drop height 3 (53 kN). The drop sequence consists of two seating drops from drop height 3 and 2 repeat measurements at drop height 1 and 1 measurement at drop height 2 for flexible pavements and 2 repeat measurements at drop height 2 and 1 measurement at drop height 3 for rigid pavements. The data from the seating drops is not stored.

The FWD is equipped with a load cell to measure the applied forces and nine geophones or deflectors to measure deflections up to 100 mils (2.5 mm). The load cell is capable of accurately measuring the force that is applied perpendicular to the loading plate with a resolution of 0.15 psi (1 kPa) or better. The force is expressed in terms of pressure, as a function of loading plate size.

Nine deflectors at the offsets listed in the following table in the Long Term Performance Program (LTPP) configuration are capable of measuring electronically discrete deflections per test, together with nine (9) separate deflection measuring channels for recording of the data. One (1) of the deflectors measures the deflection of the pavement surface through the center of the loading plate, while seven (7) deflectors are capable of being positioned behind the loading plate along the housing bar, up to a distance of 5 ft (2.5 m) from the center of the loading plate and one (1) being positioned in front of the loading plate along the bar.

Deflector	D9	D1	D2	D3	D4	D5	D6	D7	D8
Offset (in.)	-12	0	8	12	18	24	36	48	60

Appendix B

Falling Weight Deflectometer Field Exploration and Testing

AET Project No. 28-20309

Field testing is performed in accordance with the standard ASTM procedures as described in ASTM D 4695-96, “Standard Guide for General Pavement Deflection Measurements” and the calibration of our equipment is verified each year at the Long Term Pavement Performance Calibration Center in Maplewood, MN.

B.2.2 Linear Distance and Spatial Reference System

Distance measuring instrument (DMI) is a trailer mounted two phase encoder system. When DMI is connected to the Compact15 it provides for automatic display and recording distance information in both English and metric units with a 1 foot (0.3 meters) resolution and four percent accuracy when calibrated using the provided procedure in the Field Program.

Spatial reference system is a Trimble ProXH Global Positioning System (GPS) that consists of fully integrated receiver, antenna and battery unit with Trimble’s new H-Star™ technology to provide subfoot (30 cm) post-processed accuracy. The External Patch antenna is added to the ProXH receiver for the position of the loading plate. The External Patch antenna can be conveniently elevated with the optional baseball cap to prevent any signal blockage.

B.2.3 Air and Pavement Temperature Measuring System

A temperature monitoring probe, for automatic recording of air temperature, is an electronic (integrated circuit) sensing element in a stainless steel probe. The probe mounts on the FWD unit in a special holder with air circulation and connects to the Compact15. A non-contact Infra-Red (IR) Temperature Transmitter, for automatic recording of pavement surface temperature only, features an integrated IR-detector and digital electronics in a weather proof enclosure. The IR transmitter mounts on the FWD unit in a special holder with air circulation and connects to the Compact15. Both probe and IR transmitter have a resolution of 0.9 °F (0.5 °C) and accuracy within $\pm 1.8^\circ\text{F}$ (1 °C) in the 0 to 158 °F (-18 to +70°C) range when calibrated using the provided procedure.

B.2.4 Camera Monitoring System

A battery operated independent DC-1908E multi-functional digital camera with a SD card is used for easy positioning of the loading plate or recording of the pavement surface condition at the testing locations.

B.3 SAMPLING METHODS

At the project level, the testing interval is set at 0.1 mi. (maximum) or 10 locations per uniform section in the Outside Wheel Path (OWP) = 2.5 ft $\pm$ 0.25 ft (0.76 m $\pm$ 0.08 m) for nominal 12 ft (3.7 m) wide lanes. Where a divided roadbed exists, surveys will be taken in both directions if the project will include improvements in both directions. If there is more than one lane in one direction the surveys will be taken in the outer driving lane versus the passing lane of the highway. FWD tests are performed at a constant lateral offset down the test section.

B.4 QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)

In addition to the annual reference calibration, the relative calibration of the FWD deflection sensors is conducted monthly but not to exceed 6 weeks during the months in which the FWD unit is continually testing. The DMI is also calibrated monthly by driving the vehicle over a known distance to calculate the distance scale factor. The accuracy of the FWD air temperature and infra-red (IR) sensors are checked on a monthly basis or more frequently if the FWD operator observes “suspicious” temperature readings.

Some care in the placement of the load plate and sensors is taken by the survey crew, especially where the highway surface is rutted or cracked, to ensure that the load plate lays on a flat surface and that the load plate and all geophones lie on the same side of any visible cracks. Liberal use of comments placed in the FWD data file at the time of data collection is required. Comments pertaining to proximity to reference markers, bridge abutments, patches, cracks, etc., are all important documentation for the individual evaluating the data.

Scheduled preventive maintenance ensures proper equipment operation and helps identify potential problems that can be corrected to avoid poor quality or missing data that results if the equipment malfunctions while on site. The routine and major maintenance procedures established by the LTPP are adopted and any maintenance has been done at the end of the day after the testing is complete and become part of the routine performed at the end of each test/travel day and on days when no other work is scheduled.

Appendix B

Falling Weight Deflectometer Field Exploration and Testing

AET Project No. 28-20309

B.5 DATA ANALYSIS METHODS

B.5.1 Inputs

The two-way AADT and HCADT are required to calculate the ESALs. The state average truck percent and truck type distribution are used when HCADT is not provided. The as-built pavement information (layer type, thickness, and construction year) are required and if not provided, GPR and/or coring and boring is needed.

B.5.2 Adjustments

Temperature adjustment to the deflections measured on bituminous pavements is determined from the temperature predicted at the middle depth of the pavement using the LTPP BELLS3 model that uses the pavement surface temperature and previous day mean air temperature. The predicted middle depth temperature and the standard temperature of 80 degrees Fahrenheit are used to calculate the temperature adjustment factor for deflection data analysis. Seasonal adjustment developed by Mn/DOT is also used.

B.5.3 Methods

For bituminous pavements, the deflection data were analyzed using the Mn/DOT method for determining the in-place (effective) subgrade and pavement strength, as well as allowable axle loads for a roadway (Investigation 603) revised in 1983 and automated with spreadsheet format in 2008. The Mn/DOT method uses Hogg Model for estimating the subgrade modulus and the Effective GE Equation (Investigation 603) for estimating the effective GE of pavements. The Mn/DOT method also uses the TONN method for estimating Spring Load Capacity and Required Overlay, as described in the Mn/DOT publication “Estimated Spring Load-Carrying Capacity”.

For gravel roads, the deflection data were analyzed using the American Association of State Highway and Transportation Officials’ (AASHTO) method for determining the in-place (effective) subgrade and pavement strength, as well as allowable axle loads for a roadway as in the AASHTO Guide for Design of Pavement Structures, 1993.

For concrete pavements, the deflection data were analyzed using the FAA methods for determining the modulus of subgrade reaction (k-value), effective elastic modulus of concrete slabs, load transfer efficiency (LTE) on approach and leave slabs of a joint, slab support conditions (void analysis) and impulse stiffness modulus ratio (durability analysis) as in the FAA AC 150/5370-11A, Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement, 2004.

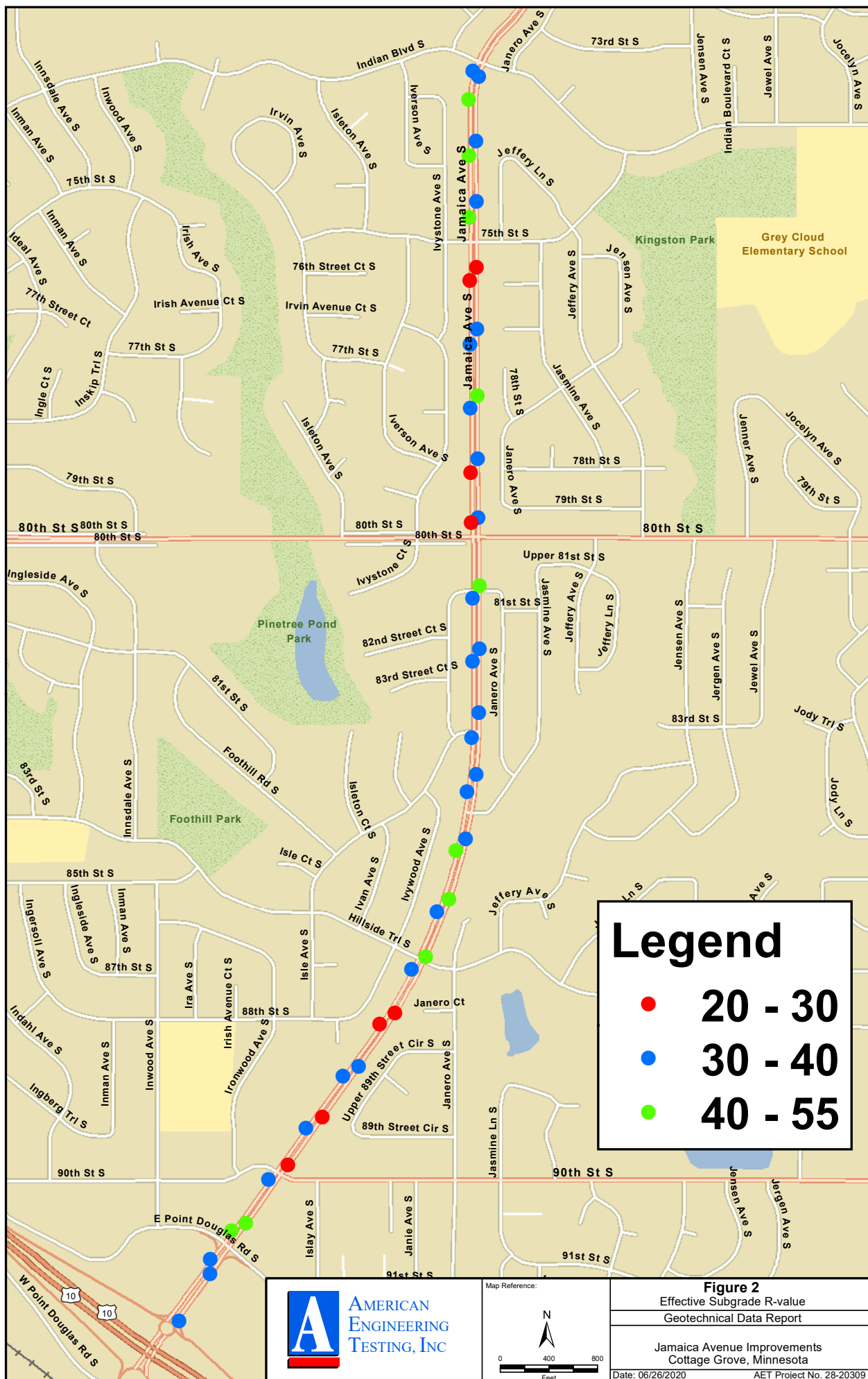
B.6 TEST LIMITATIONS

B.6.1 Test Methods

The data derived through the testing program have been used to develop our opinions about the pavement conditions at your site. However, because no testing program can reveal totally what is in the subsurface, conditions between test locations and at other times, may differ from conditions described in this report. The testing we conducted identified pavement conditions only at those points where we measured pavement surface temperature, deflections, and observed pavement surface conditions. Depending on the sampling methods and sampling frequency, every location may not be tested, and some anomalies which are present in the pavement may not be noted on the testing results. If conditions encountered during construction differ from those indicated by our testing, it may be necessary to alter our conclusions and recommendations, or to modify construction procedures, and the cost of construction may be affected.

B.6.2 Test Standards

Pavement testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.



Appendix C

AET Project No. 28-20309

Ground Penetrating Radar Field Exploration and Testing
GPR Plots

Appendix C

Ground Penetrating Radar Field Exploration and Testing

AET Project No. 28-20309

C.1 FIELD EXPLORATION

The pavement structural conditions at the site were evaluated nondestructively using Ground Penetrating Radar (GPR). The description of the equipment precedes the GPR Data and Analysis Results in this appendix.

C.2 EQUIPMENT DESCRIPTION

C.2.1 GSSI GPR Test System

The GPR test system owned by AET is a GSSI Roadscan System that consists of a bumper-mounted, 2 GHz air-coupled antenna and a SIR-20 control and data acquisition processor, featuring dual channels. The GPR processor, including a SIR-20 data acquisition system, wheel-mounted DMI (Distance Measuring Instrument), and a tough book with the SIR-20 Field Program constitutes the newest, most sophisticated GSSI Test System, which fulfills or exceeds all requirements to meet ASTM-4748, ASTM D-6087 Standards. Figure C1 provides a view of this equipment.

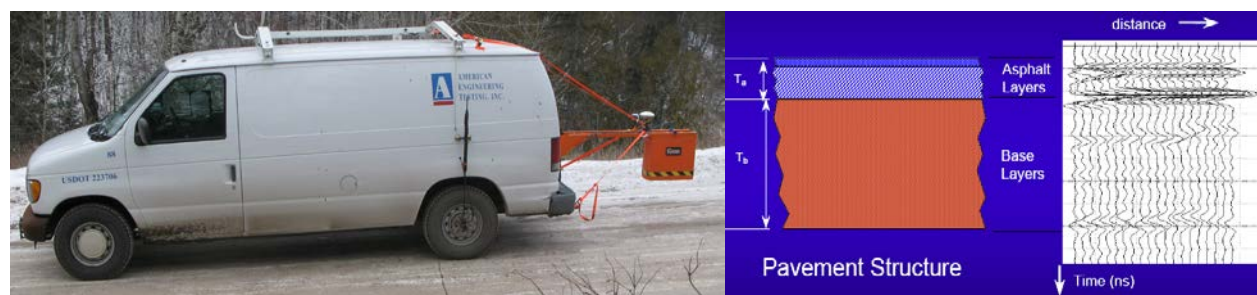


Figure C1 GSSI 2 GHz air-coupled GPR Test System

The GPR antenna emits a high frequency electromagnetic wave into the material under investigation. The reflected energy caused by changes in the electromagnetic properties within the material is detected by a receiver antenna and recorded for subsequent analysis. The 2 GHz air-coupled GPR is capable of collecting radar waveforms at more than 100 signals per second, allows for data to be collected at driving speeds along the longitudinal dimension of the pavements or bridge decks with the antennas fixed at the rear or in front of the vehicle.

The antenna used for Roadscan is the Horn antenna Model 4105 (2 GHz). The 2 GHz antenna is the current antenna of choice for road survey because it combines excellent resolution with reasonable depth penetration (18-24 inches in pavement materials). The data collection is performed at normal driving speeds (45-55 mph), requiring no lane closures nor causing traffic congestion. At this speed the 2 GHz antenna is capable of collecting data at 1-foot interval (1 scan/foot).

The data were collected at a rate of about 1 vertical scans per foot. Each vertical scan consisted of 512 samples and the record length in time of each scan was 12 nanoseconds. Filters used during acquisition were 300 MHz high pass and 5,000 MHz low pass.

In a GPR test, the antenna is moved continuously across the test surface and the control unit collects data at a specified distance increment. In this way, the data collection rate is independent of the scan rate. Alternatively, scanning can be performed at a constant rate of time, regardless of the scan distance. Single point scans can be performed as well. Data is reviewed on-screen and in the field to identify reflections and ensure proper data collection parameters.

Field testing is performed in accordance with the standard ASTM procedures as described in ASTM D 4695-96, "Standard Guide for General Pavement Deflection Measurements".

C.2.2 System Calibrations

Horn antenna processing is used to get the velocity of the radar energy in the material by comparing the reflection strengths (amplitudes) from a pavement layer interface with a perfect reflector (a metal plate). The calibration scan is obtained with the horn antenna placed over a metal plate at the same elevation as a scan obtained over pavement.

Appendix C

Ground Penetrating Radar Field Exploration and Testing

AET Project No. 28-20309

The same setting for data collection is used for metal plate calibration. Fifteen seconds are need for jumping up and down on the vehicle's bumper to collect the full range of motion for the vehicle's shocks. The filename of raw calibration file is recorded.

Survey wheel is calibrated by laying out a long distance (> 50 feet) with tape measure.

C.2.3 Linear Distance and Spatial Reference System

Distance measuring instrument (DMI) is a trailer mounted two phase encoder system. When DMI is connected to the SIR-20 it provides for automatic display and recording distance information in both English and metric units with a 1 foot (0.3 meters) resolution and four percent accuracy when calibrated using provided procedure in the Field Program.

Spatial reference system is a Trimble ProXH Global Positioning System (GPS) that consists of fully integrated receiver, antenna and battery unit with Trimble's new H-Star™ technology to provide subfoot (30 cm) post processed accuracy. The External Patch antenna is added to the ProXH receiver for the position of the loading plate. The External Patch antenna can be conveniently elevated with the optional baseball cap to prevent any signal blockage.

C.2.4 Camera Monitoring System

A battery operated independent DC-1908E multi-functional digital camera with a SD card is used for easy positioning of the loading plate or of the pavement surface condition at the testing locations.

C.3 SAMPLING METHODS

At the project level, the testing interval is set at 12 scans per foot in the Outside Wheel Path (OWP) = $2.5 \text{ ft} \pm 0.25 \text{ ft}$ ($0.76 \text{ m} \pm 0.08 \text{ m}$) for nominal 12 ft (3.7 m) wide lanes at a survey speed of approximately 10 mph. Where a divided roadbed exists, surveys will be taken in both directions if the project will include improvements in both directions. If there is more than one lane in one direction the surveys will be taken in the outer driving lane (truck lane) versus the passing lane of the highway. GPR tests are performed at a constant lateral offset down the test section. When GPR tests are performed on bridge decks, multiple survey lines are followed transversely at 2-foot spacing between survey lines.

At the network level, GPR tests on one scan per foot are set to be able to collect data on pavements at driving speeds, without statistically compromising the quality of the data collected. If GPR tests are for the in situ characterization of material GPR data will be collected at two scan per foot at slower driving speeds.

C.4 QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)

Beside the daily metal plate calibration the DMI is also calibrated monthly by driving the vehicle over a known distance to calculate the distance scale factor. The GPR will be monitored in real time in the data collection vehicle to minimize data errors. The GPR units will be identified with a unique number and that number will accompany all data reported from that unit as required in the QC/QA plan.

Scheduled preventive maintenance ensures proper equipment operation and helps identify potential problems that can be corrected to avoid poor quality or missing data that results if the equipment malfunctions while on site. The routine and major maintenance procedures established by the LTPP are adopted and any maintenance has been done at the end of the day after the testing is complete and become part of the routine performed at the end of each test/travel day and on days when no other work is scheduled.

To insure quality data, the GPR assessments only took place on dry pavement surfaces, and data was collected in each wheel path.

C.5 DATA ANALYSIS METHODS

C.5.1 Data Editing

Field acquisition is seldom so routine that no errors, omissions or data redundancy occur. Data editing encompasses issues such as data re-organization, data file merging, data header or background information updates, repositioning and inclusion of elevation information with the data.

C.5.2 Basic Processing

Appendix C

Ground Penetrating Radar Field Exploration and Testing

AET Project No. 28-20309

Basic data processing addresses some of the fundamental manipulations applied to data to make a more acceptable product for initial interpretation and data evaluation. In most instances this type of processing is already applied in real-time to generate the real-time display. The advantage of post survey processing is that the basic processing can be done more systematically and non-causal operators to remove or enhance certain features can be applied.

The Reflection Picking procedure is used to eliminate unwanted noise, detects significant reflections, and records the corresponding time and depth. It uses antenna calibration file data to calculate the radar signal velocity within the pavement.

C.5.3 Advance Processing

Advanced data processing addresses the types of processing which require a certain amount of operator bias to be applied and which will result in data which are significantly different from the raw information which were input to the processing.

C.5.4 Data Interpretation

The EZ Tracker Layer Interpretation procedure uses the output from the first step to map structural layers and calculate the corresponding velocities and depths.

C.6 TEST LIMITATIONS

C.6.1 Test Methods

The data derived through the testing program have been used to develop our opinions about the pavement conditions at your site. However, because no testing program can reveal totally what is in the subsurface, conditions between test locations and at other times, may differ from conditions described in this report. The testing we conducted identified pavement conditions only at those points where we measured pavement thicknesses and observed pavement surface conditions. Depending on the sampling methods and sampling frequency, every location may not be tested, and some anomalies which are present in the pavement may not be noted on the testing results. If conditions encountered during construction differ from those indicated by our testing, it may be necessary to alter our conclusions and recommendations, or to modify construction procedures, and the cost of construction may be affected.

B.6.2 Test Standards

Pavement testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

C.7 SUPPORTING TEST METHODS

C.7.1 Falling Weight Deflectometer (FWD)

If the pavement layer moduli and subgrade soil strength are desired the deflection data are collected using a Dynatest 8000 FWD Test System that consists of a Dynatest 8002 trailer and a third generation control and data acquisition unit developed in 2003, called the Dynatest Compact15, featuring fifteen (15) deflection channels. The new generation FWD, including a Compact15 System and a standard PC with the FwdWin field Program constitutes the newest, most sophisticated Dynatest FWD Test System, which fulfills or exceeds all requirements to meet ASTM-4694, ASTM D-4695 Standards. The system provides continuous data at pre-set spacing.

C.7.2 Soil Boring/Coring Field Exploration

If both pavement thicknesses and subgrade soil types and conditions are desired the shallow coring/boring and sampling is used. The limited number of coring/boring is necessary to verify the GPR layer thickness data.

C.7.3 Pavement Surface Condition Survey

The type and severity of pavement distress influence the deflection response for a pavement. Therefore, GPR operators record any distress located from about 1 ft (0.3 m) in front of vehicle to about 30 ft (9 m) ahead. This information is recorded in the FWD file using the comment line in the field program immediately following the test.



American Engineering Testing, Inc.

550 Cleveland Avenue North

St. Paul, Minnesota 55114

Phone: (651) 659-9001

Fax: (651) 659-1379

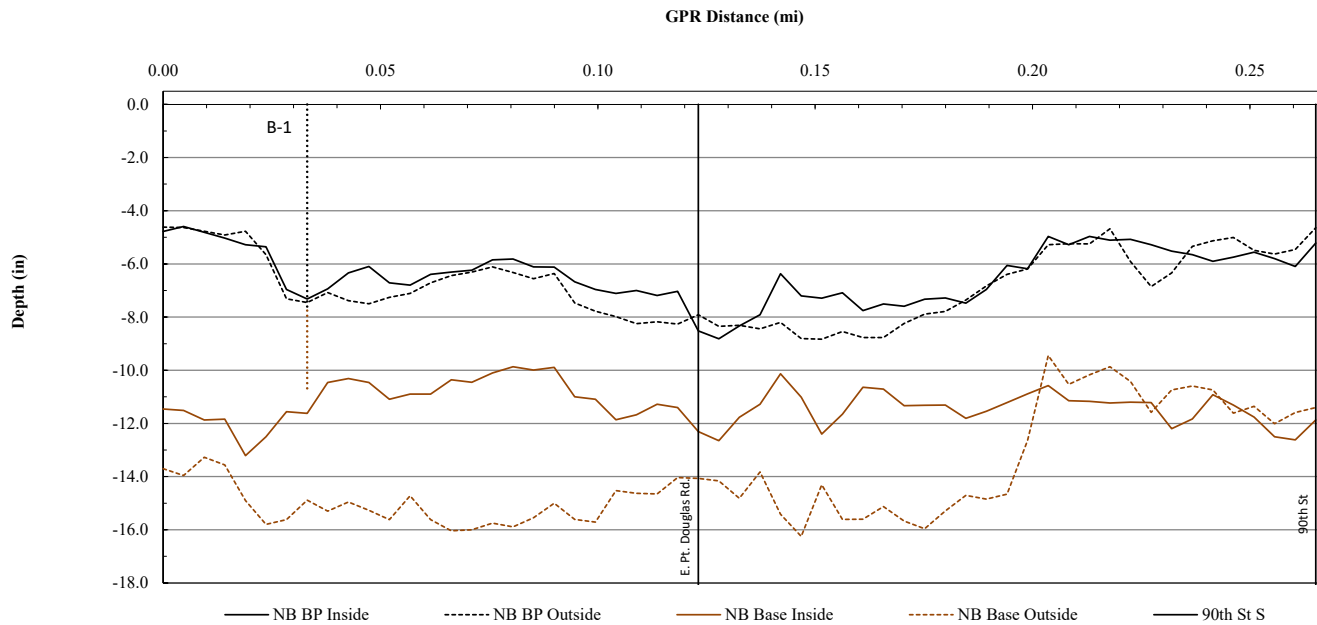
GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S01
From: ~80' N of US 10/61 WB Exit Ramp **To:** 90th St

SUMMARY STATISTICS

Layer	NB Inside Lane				NB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	6.4	16%	5.2	4.6	6.8	20%	5.2	4.6
Base	4.9	25%	3.8	2.9	7.2	22%	5.4	4.2
BP + Base	11.3	7%	10.5	9.9	14.0	14%	11.4	9.5

Ground Penetrating Radar Pavement Thickness Survey





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St. Paul, Minnesota 55114

Phone: (651) 659-9001

Fax: (651) 659-1379

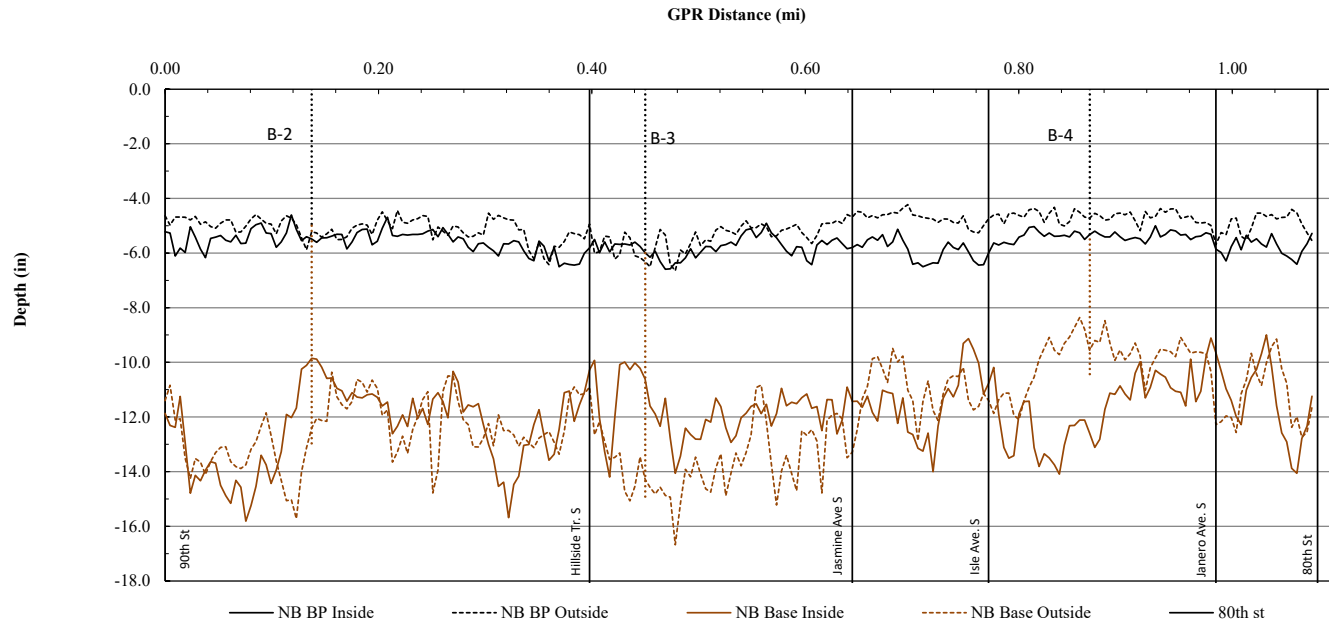
GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S02
From: 90th St **To:** 80th St

SUMMARY STATISTICS

Layer	NB Inside Lane				NB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.6	7%	5.3	4.6	5.0	10%	4.6	4.2
Base	6.3	22%	4.9	3.2	6.9	22%	5.2	3.7
BP + Base	11.9	11%	10.6	9.0	12.0	14%	9.9	8.4

Ground Penetrating Radar Pavement Thickness Survey





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St. Paul, Minnesota 55114

Phone: (651) 659-9001

Fax: (651) 659-1379

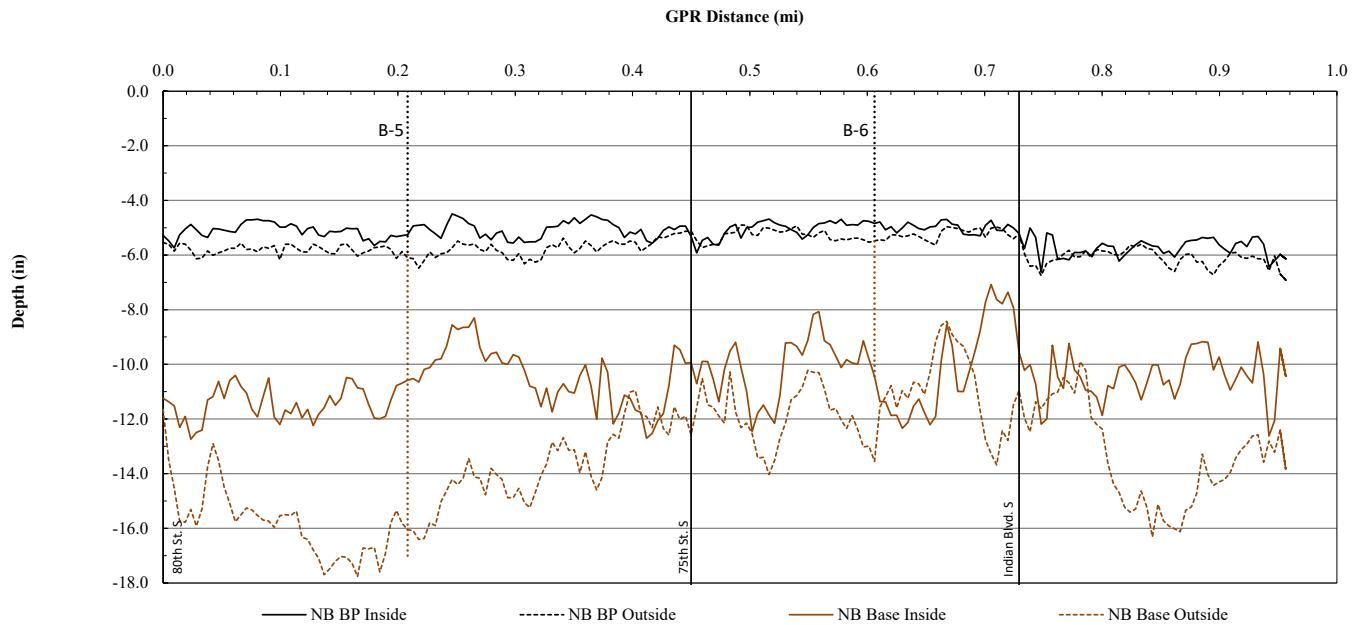
GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S03
From: 80th St **To:** ~350' S of 70th Street

SUMMARY STATISTICS

Layer	NB Inside Lane				NB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.2	8%	4.8	4.5	5.7	8%	5.2	4.9
Base	5.3	22%	4.2	2.4	7.7	25%	5.7	3.5
BP + Base	10.6	11%	9.3	7.1	13.4	16%	11.1	8.4

Ground Penetrating Radar Pavement Thickness Survey





American Engineering Testing, Inc.

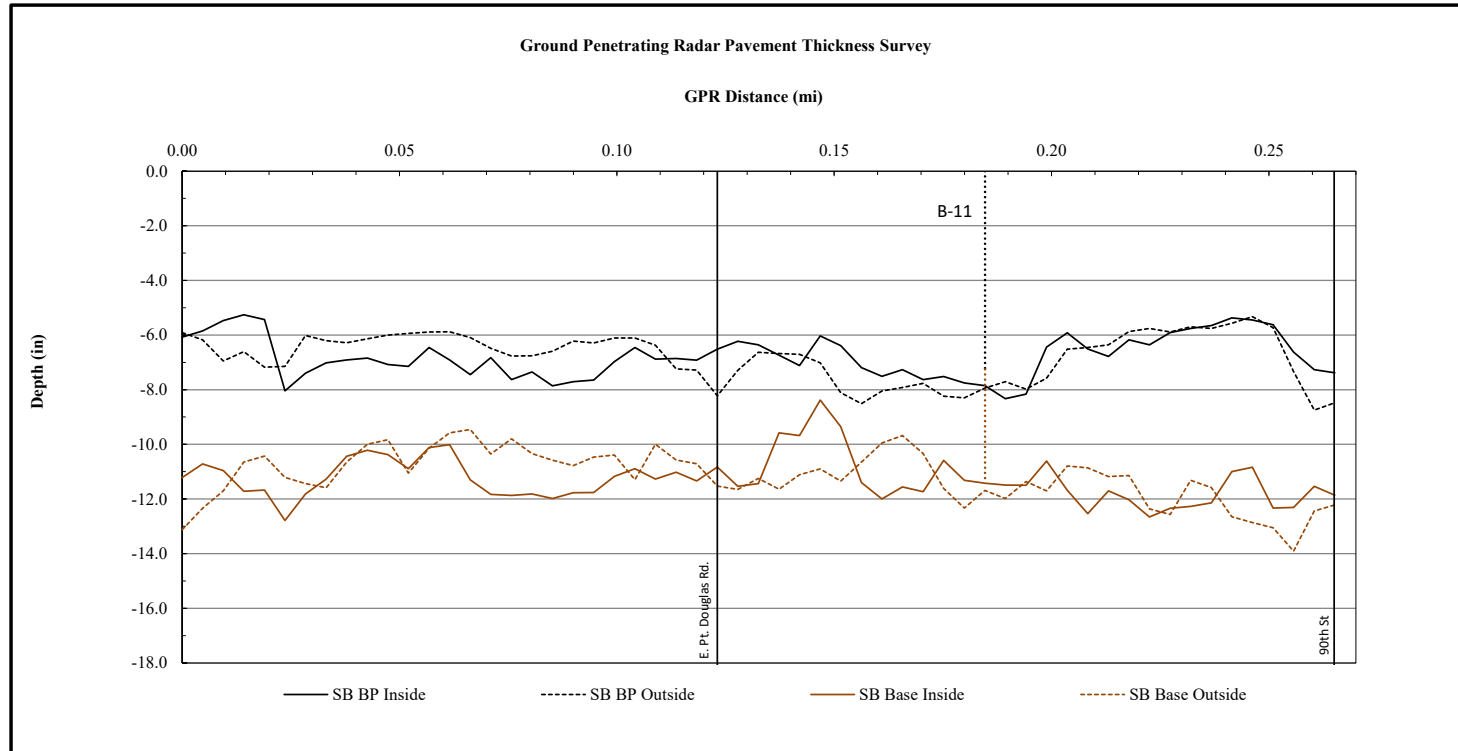
550 Cleveland Avenue North
St. Paul, Minnesota 55114
Phone: (651) 659-9001
Fax: (651) 659-1379

GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S01
From: ~80' N of US 10/61 WB On Ramp **To:** 90th St

SUMMARY STATISTICS

Layer	SB Inside Lane				SB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	6.8	12%	5.9	5.3	6.8	13%	5.9	5.3
Base	4.5	24%	3.4	2.4	4.4	30%	3.3	1.8
BP +Base	11.3	8%	10.5	8.4	11.2	9%	10.2	9.5





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St. Paul, Minnesota 55114

Phone: (651) 659-9001

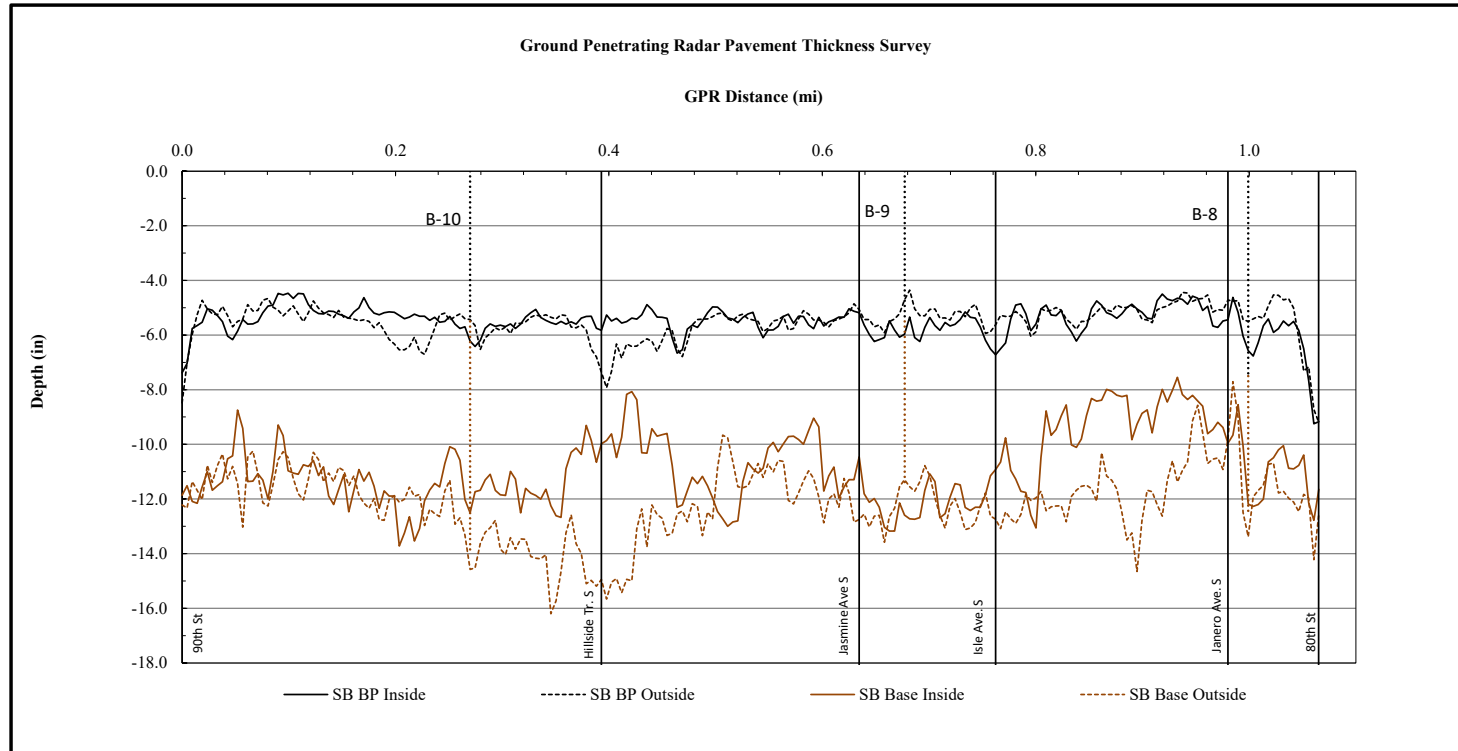
Fax: (651) 659-1379

GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S02
From: 90th St **To:** 80th St

SUMMARY STATISTICS

Layer	SB Inside Lane				SB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.5	11%	5.0	4.5	5.5	13%	5.0	4.4
Base	5.3	25%	3.9	2.5	6.6	18%	5.5	3.0
BP +Base	10.9	13%	9.3	7.6	12.2	11%	10.9	7.7





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St. Paul, Minnesota 55114

Phone: (651) 659-9001

Fax: (651) 659-1379

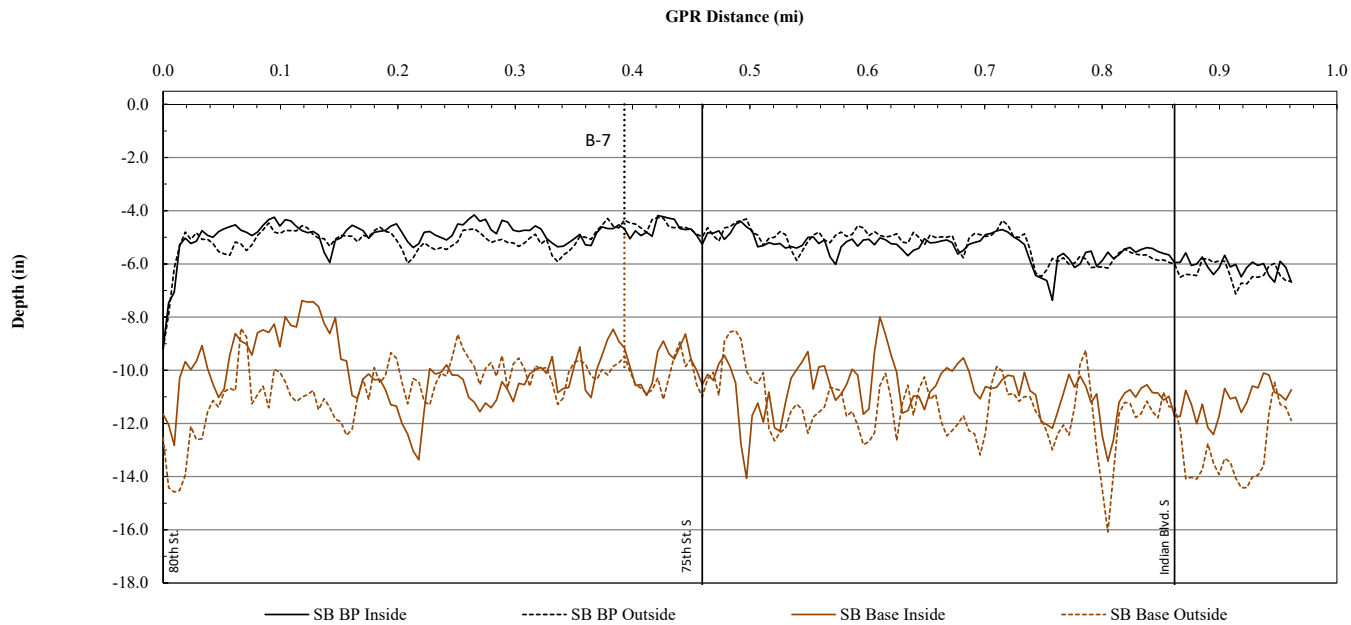
GENERAL INFORMATION: GROUND PENETRATING RADAR

Project: Jamaica Avenue Improvements **Date:** 7/1/20
AET Job No.: 28-20309 **Test Date:** 5/22/20
Road: Jamaica Avenue **Section/Grid:** S03
From: 80th St **To:** ~350' S of 70th Street

SUMMARY STATISTICS

Layer	SB Inside Lane				SB Outside Lane			
	Average	CV	15th	Min.	Average	CV	15th	Min.
BP	5.2	13%	4.7	4.2	5.3	13%	4.7	4.3
Base	5.2	20%	4.2	2.5	5.9	20%	4.8	3.2
BP +Base	10.4	11%	9.3	7.4	11.2	12%	9.9	8.4

Ground Penetrating Radar Pavement Thickness Survey



Report of Geotechnical Exploration

Jamaica Avenue Improvements - Cottage Grove, MN

July 2, 2020

AET Report No. 28-20309

AMERICAN
ENGINEERING
TESTING, INC.

Appendix D

Geotechnical Report Limitations and Guidelines for Use

Appendix D

Geotechnical Report Limitations and Guidelines for Use

AET Project. 28-20309

D.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by ASFE¹, of which, we are a member firm.

D.2 RISK MANAGEMENT INFORMATION

D.2.1 Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one, not even you, should apply the report for any purpose or project except the one originally contemplated.

D.2.2 Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

D.2.3 A Geotechnical Engineering Report is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a few unique, project-specific factors when establishing the scope of a study. Typically factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- ♦ not prepared for you,
- ♦ not prepared for your project,
- ♦ not prepared for the specific site explored, or
- ♦ completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- ♦ the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- ♦ elevation, configuration, location, orientation, or weight of the proposed structure,
- ♦ composition of the design team, or
- ♦ project ownership.

As a rule, always inform your geotechnical engineer of project changes, even minor ones, and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

D.2.4 Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

¹ Geoprofessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850
Telephone: 301/565-2733: www.geoprofessional.org

Appendix D

Geotechnical Report Limitations and Guidelines for Use

AET Project. 28-20309

D.2.5 Most Geotechnical Findings Are Professional Opinions

Site exploration identified subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ, sometimes significantly, from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

D.2.6 A Report's Recommendations Are Not Final

Do not over rely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

D.2.7 A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

D.2.8 Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable but recognizes that separating logs from the report can elevate risk.

D.2.9 Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In the letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be able to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

D.2.10 Read Responsibility Provisions Closely

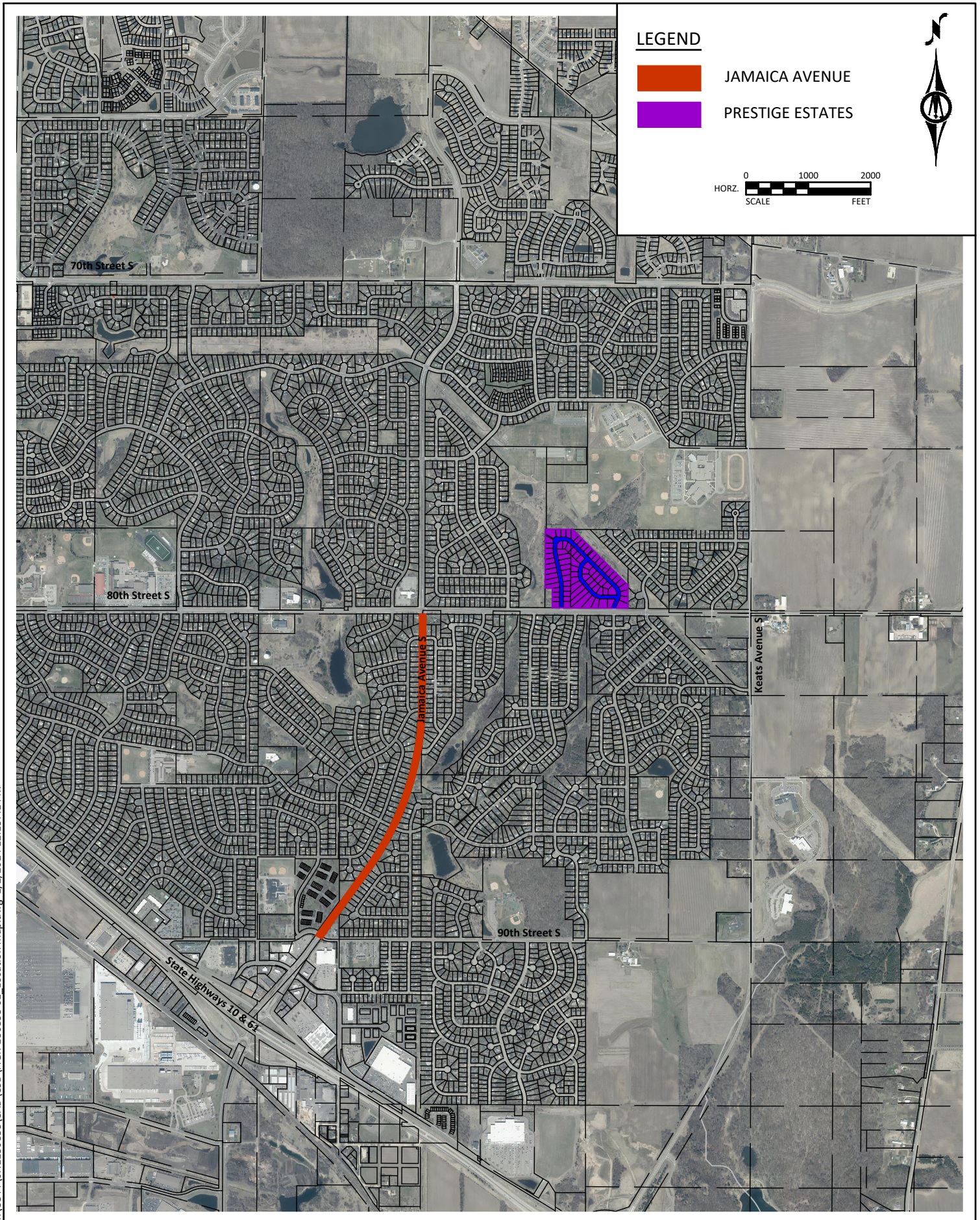
Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their report. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

D.2.11 Geoenvironmental Concerns Are Not Covered

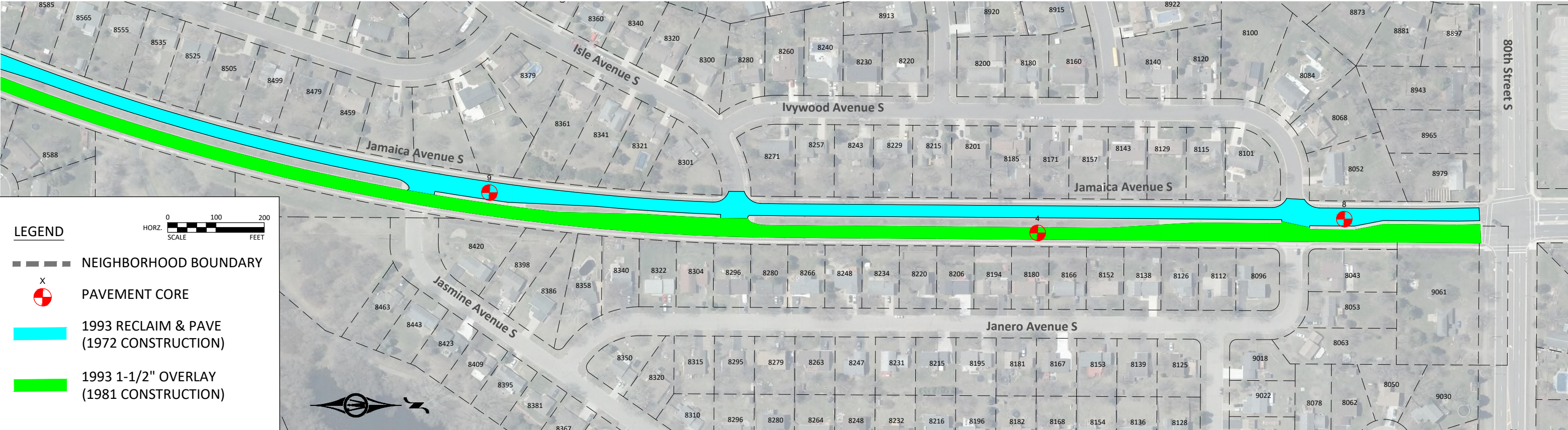
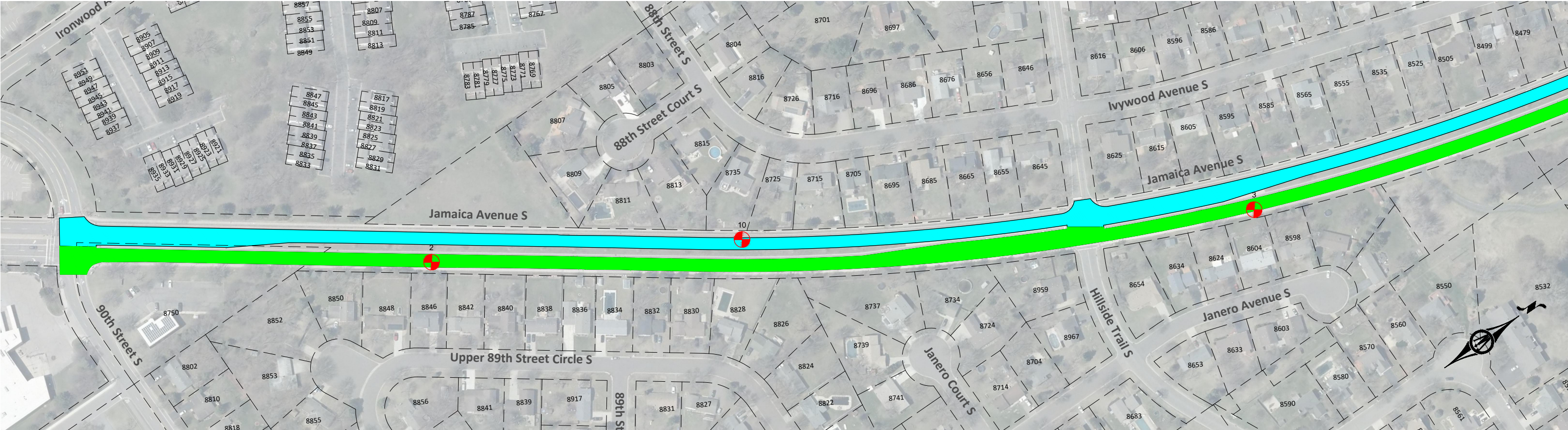
The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.



Figures



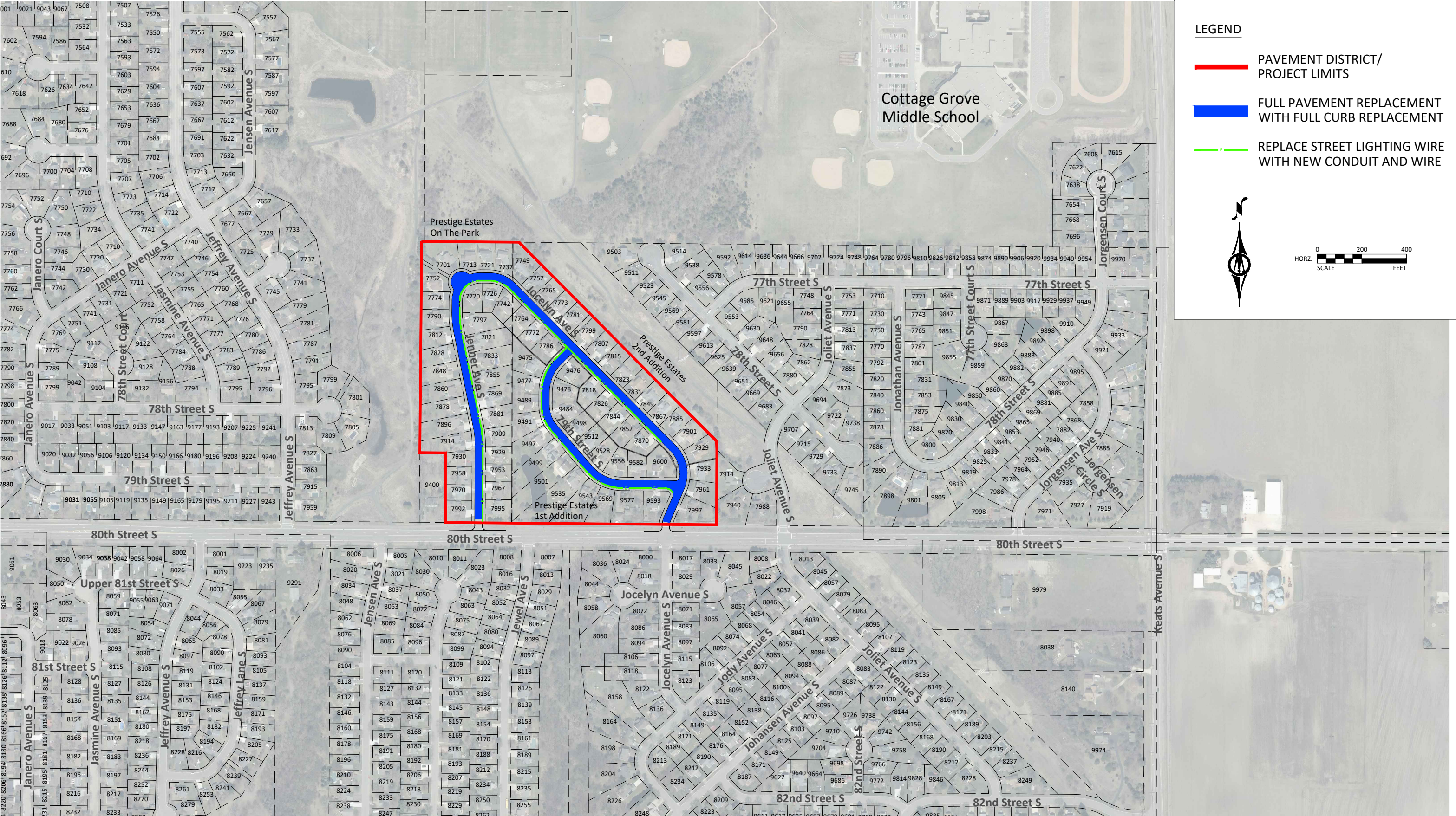




LEGEND

- NEIGHBORHOOD BOUNDARY
- PAVEMENT CORE
- 1993 RECLAIM & PAVE (1972 CONSTRUCTION)
- 1993 1-1/2" OVERLAY (1981 CONSTRUCTION)

HORZ. SCALE 0 100 200 FEET







LEGEND

- WATER MAIN:
EXTEND HYDRANT BARREL
- STORM SEWER:
LINE STRUCTURE
- STORM SEWER:
PATCH STRUCTURE
(WALL, INVERT, OR DOGHOUSE)
- STORM SEWER:
RECONSTRUCT INVERT OR DOGHOUSE
- STORM SEWER:
REPLACE STORM SEWER PIPE
- STORM SEWER:
LINE STORM SEWER PIPE
- STORM SEWER:
PATCH STORM SEWER PIPE
- STORM SEWER:
RIP RAP FAILURE
- STORM SEWER:
ADD BARREL SECTION
- SANITARY SEWER:
REPLACE CONE SECTION
- SANITARY SEWER:
ADD BARREL SECTION
- SANITARY SEWER:
PATCH STRUCTURE
(WALL, INVERT, OR DOGHOUSE)
- SANITARY SEWER:
LINE STRUCTURE
- SANITARY SEWER:
RECONSTRUCT INVERT OR DOGHOUSE
- SANITARY SEWER:
LINE SANITARY SEWER PIPE OR WYE

NOTE:
1. ALL MANHOLE STRUCTURES WILL BE ADJUSTED
AND ALL ADJUSTMENT RINGS WILL BE REPLACED.
2. ALL CATCH BASIN STRUCTURES WILL BE
EVALUATED FOR EITHER REPLACING OR
PATCHING ALL ADJUSTMENT RINGS.



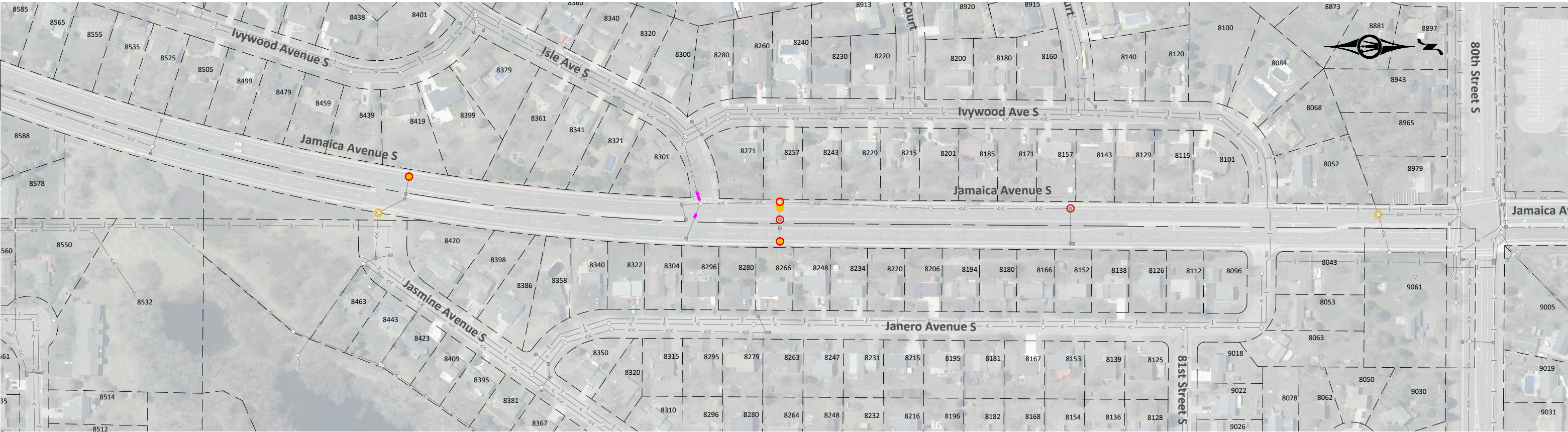
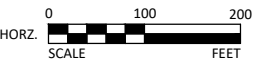


LEGEND

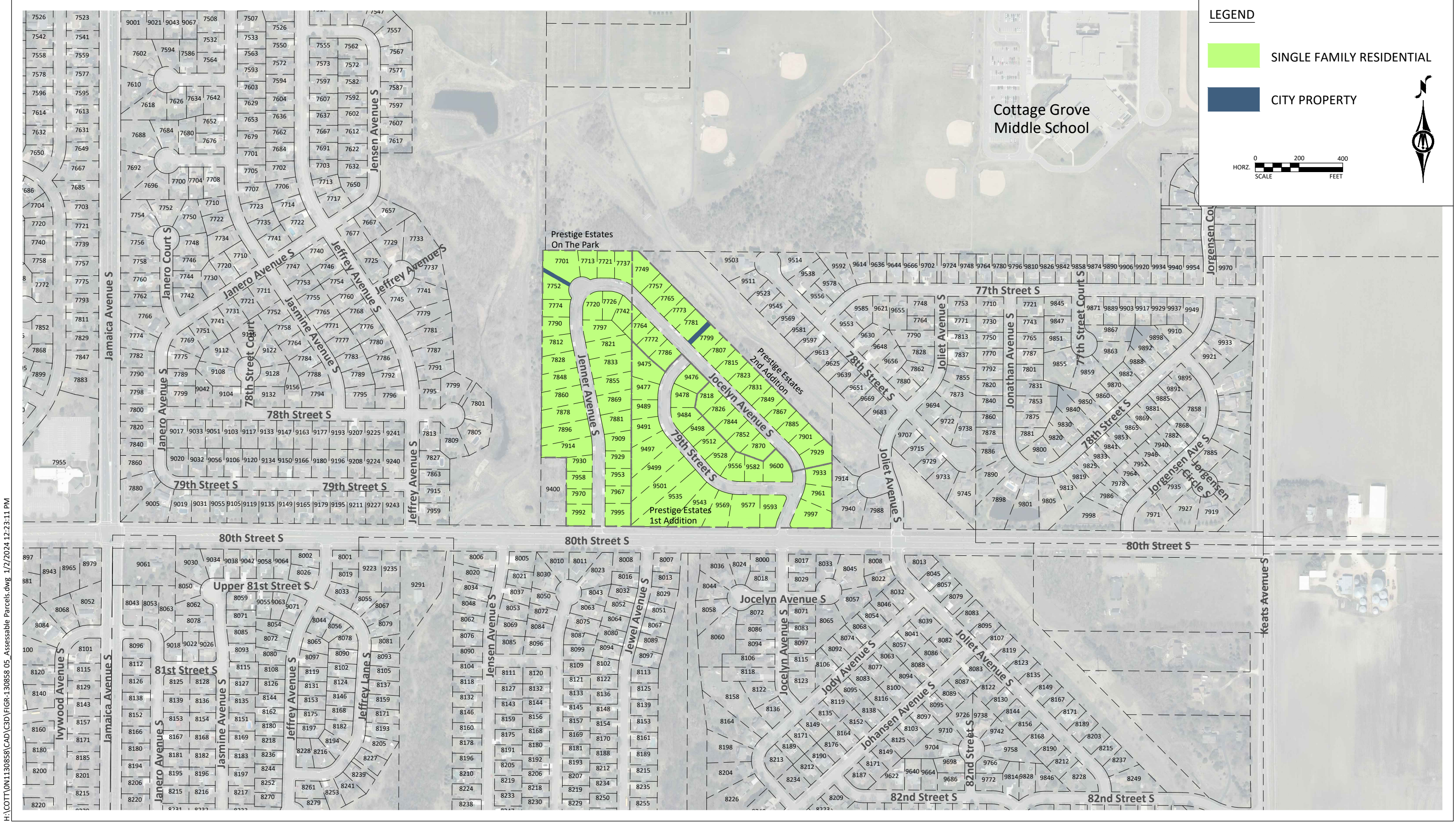
- STORM SEWER: REPLACE STRUCTURE
- STORM SEWER: LINE STRUCTURE
- STORM SEWER: PATCH STRUCTURE (WALL, INVERT, OR DOGHOUSE)
- STORM SEWER: RECONSTRUCT INVERT OR DOGHOUSE
- STORM SEWER: REPLACE STORM SEWER PIPE
- STORM SEWER: LINE STORM SEWER PIPE
- STORM SEWER: PATCH STORM SEWER PIPE
- STORM SEWER: ADD BARREL SECTION

NOTE:

- ALL MANHOLE STRUCTURES WILL BE ADJUSTED AND ALL ADJUSTMENT RINGS WILL BE REPLACED.
- ALL CATCH BASIN STRUCTURES WILL BE EVALUATED FOR EITHER REPLACING OR PATCHING ALL ADJUSTMENT RINGS.



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City Council Action Request

7.J.

Meeting Date 1/17/2024

Department Public Works

Agenda Category Action Item

Title South District Street & Utility Improvements – Phase 2: Approve Plans & Specifications and Establish Bid Date

Staff Recommendation Adopt Resolution 2024-009 approving the plans and specifications and establishing a February 8, 2024 bid date for the South District Street & Utility Improvements – Phase 2.

Budget Implication \$4,102,216.40 - Area Funds, Utility Funds, Park Trust Funds, Assessments, EDA Funds

Attachments	1.	South District Phase 2 CC Memo
	2.	South District Phase 2 Resolution
	3.	South District Phase 2 Plans & Specs

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

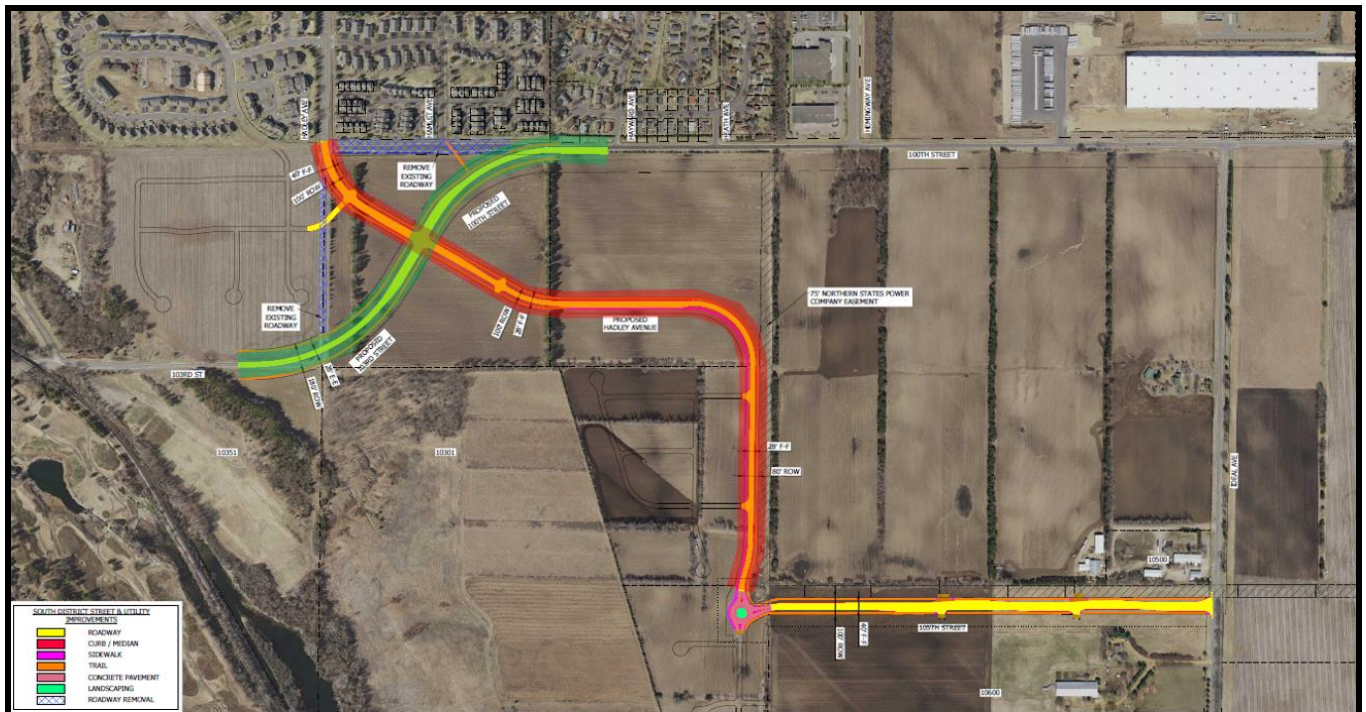
From: Crystal Raleigh, P.E., Assistant City Engineer

Date: January 10, 2024

Re: South District Street & Utility Improvements – Phase 2: Approve Plans & Specifications and Establish Bid Date

Background

The City had been working with several property owners interested in selling their properties south of 100th Street for residential development, along with potential developers of the land. Currently, the area south of 100th Street has only one public road access on Ideal Avenue. Per the fire code, when more than 30 new housing units are built, a secondary access is required. To facilitate this, the City began work on a new collector roadway, following the comprehensive plan. This includes the extension of Hadley Avenue, along with the realignment of 100th Street. As this new roadway alignment serves multiple properties, it is being built as a City project through the 429 process with assessments to the benefitting parcels.



On June 2, 2021, the City Council authorized the preparation of a feasibility report for 105th Street from Ideal Avenue to Hadley Avenue. Since that time, the project has been titled South District Street & Utility Improvements; however, it follows the same scope of work as included in the original approval. On March 16, 2022, the City Council approved the feasibility report

and authorized the preparation of plans & specifications, which were subsequently approved by the City Council on May 4, 2022. Bids for the project were opened on May 26, 2022. Easement agreements were approved, and the project was awarded on June 1, 2022.

In August, 2022, Council approved Change Order No. 1 for the South District Street and Utility project to allow flexibility in the scope of work to be completed in 2023 due to changes in developer interest of the adjacent parcels. The change order set a deadline of March 31, 2023, for the City to determine the final scope of work for the 2023 construction season or to completely cancel the remaining portion of the contract for convenience as allowed by the contract documents. On March 7, 2023, the Council canceled the remaining portion of the contract.

The final scope of work completed in the 2023 construction season included installation of sanitary sewer, watermain, and storm sewer.

The remaining scope of work for the project consists of street construction including the roadway storm sewer system, some utility connections, lighting, landscaping, sidewalk, and trail.

Discussion

Plans and Specifications

Plans and specifications have been prepared for the remaining scope of work in accordance with City standards and specifications. The engineer's estimate for the construction of the improvements is \$4,102,216.40. The costs outlined for the specific improvements correspond with the feasibility report.

Bid Date

A bid date of February 8, 2024, at 9:00 a.m. will provide ample time to give required notification to contractors.

Recommendation

It is recommended the City Council adopt Resolution 2024-009 approving the plans and specifications and establishing a February 8, 2024 bid date for the South District Street & Utility Improvements – Phase 2.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-009

**RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS
AND ESTABLISHING A BID DATE FOR THE
SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS PROJECT – PHASE 2**

WHEREAS, plans and specifications have been prepared in accordance with the City Standards and Specifications for the South District Street & Utility Improvements Project – Phase 2; and

WHEREAS, a bid date has been established for February 8, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and establishes a bid date of February 8, 2024, for the South District Street & Utility Improvements Project – Phase 2.

Passed this 17th day of January, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 01/10/2024 - 12:38pm
Drawing name: U:\193806597\CAD Dwg\Plan\sheet\193806597_G001.dwg
Xref: Metro Street 2D Metro Street 1D Metro Street 1C Metro Street 2C Cottage Grove City

DESIGN DESIGNATION 100TH STREET S.

DESIGNATION	URBAN	RURAL
FUNCTIONAL CLASS	MINOR ARTERIAL	MINOR ARTERIAL
NO. OF TRAFFIC LANES	2	2
NO. OF PARKING LANES	0	0
DRIVING LANE WIDTH	12'	12'
SHOULDER WIDTH	N/A	6'
R-VALUE	XX	XX
20 YEAR ESALS	4,768,000	385,000
ADT (PRESENT YEAR) 2022	12,900	3,000
ADT (FUTURE YEAR) 2042	16,700	4,370
HCADT (FUTURE YEAR) 2042	8.6%	4.3%
DESIGN SPEED	40 MPH	40 MPH
DESIGN LOAD	10 TON	10 TON
DESIGN SPEED BASED ON		
STOPPING SIGHT DISTANCE:		
HEIGHT OF EYE = 3.5 FT		
HEIGHT OF OBJECT = 2.0 FT		
DESIGN SPEED NOT ACHIEVED AT:		

DESIGN DESIGNATION 103RD STREET S.

DESIGNATION	RURAL
FUNCTIONAL CLASS	MINOR ARTERIAL
NO. OF TRAFFIC LANES	2
NO. OF PARKING LANES	0
DRIVING LANE WIDTH	12'
SHOULDER WIDTH	6'
R-VALUE	XX
20 YEAR ESALS	385,000
ADT (PRESENT YEAR) 2022	3,000
ADT (FUTURE YEAR) 2042	4,370
HCADT (FUTURE YEAR) 2042	4.3%
DESIGN SPEED	40 MPH
DESIGN LOAD	10 TON
DESIGN SPEED BASED ON	
STOPPING SIGHT DISTANCE:	
HEIGHT OF EYE = 3.5 FT	
HEIGHT OF OBJECT = 2.0 FT	
DESIGN SPEED NOT ACHIEVED AT:	

DESIGN DESIGNATION HADLEY AVENUE S.

DESIGNATION	URBAN
FUNCTIONAL CLASS	MAJOR COLLECTOR
NO. OF TRAFFIC LANES	3
NO. OF PARKING LANES	0
DRIVING LANE WIDTH	12'
SHOULDER WIDTH	N/A
R-VALUE	XX
20 YEAR ESALS	193,000
ADT (PRESENT YEAR) 2022	1,500
ADT (FUTURE YEAR) 2042	1,900
HCADT (FUTURE YEAR) 2042	4.3%
DESIGN SPEED (105TH TO 100TH)	30 MPH
DESIGN SPEED (100TH TO 95TH)	40 MPH
DESIGN LOAD	10 TON
DESIGN SPEED BASED ON	
STOPPING SIGHT DISTANCE:	
HEIGHT OF EYE = 3.5 FT	
HEIGHT OF OBJECT = 2.0 FT	
DESIGN SPEED NOT ACHIEVED AT:	

END CONSTRUCTION

HADLEY AVENUE S.
STA. 554+66

BEGIN CONSTRUCTION

103RD STREET S.
STA. 1082+00

HORIZONTAL DATA
WASHINGTON COUNTY COORDINATE SYSTEM
DATUM: NAD83, 1996 ADJUSTMENT
UNITS: US SURVEY FOOT

VERTICAL DATA
DATUM: NGVD88

COMMENTS	DATE

CITY OF COTTAGE GROVE, MINNESOTA
SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2
STANTEC PROJECT NO. 193806597

CONSTRUCTION PLAN FOR: AGGREGATE BASE, BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, STORM SEWER,
WATER MAIN, LIGHTING, AND ADA IMPROVEMENTS.

LOCATED ON HADLEY AVENUE FROM 105TH STREET TO 100TH STREET

LOCATED ON 100TH/103RD STREET FROM 500' WEST HADLEY AVENUE TO HAMLET AVENUE

HADLEY AVENUE S.

GROSS LENGTH	4552.00	FEET	0.862	MILES
BRIDGE LENGTH	0.00	FEET	0.000	MILES
EXCEPTION LENGTH	0.00	FEET	0.000	MILES
NET LENGTH	4552.00	FEET	0.862	MILES

LENGTH AND DESCRIPTION BASED ON: HADLEY ALIGNMENT

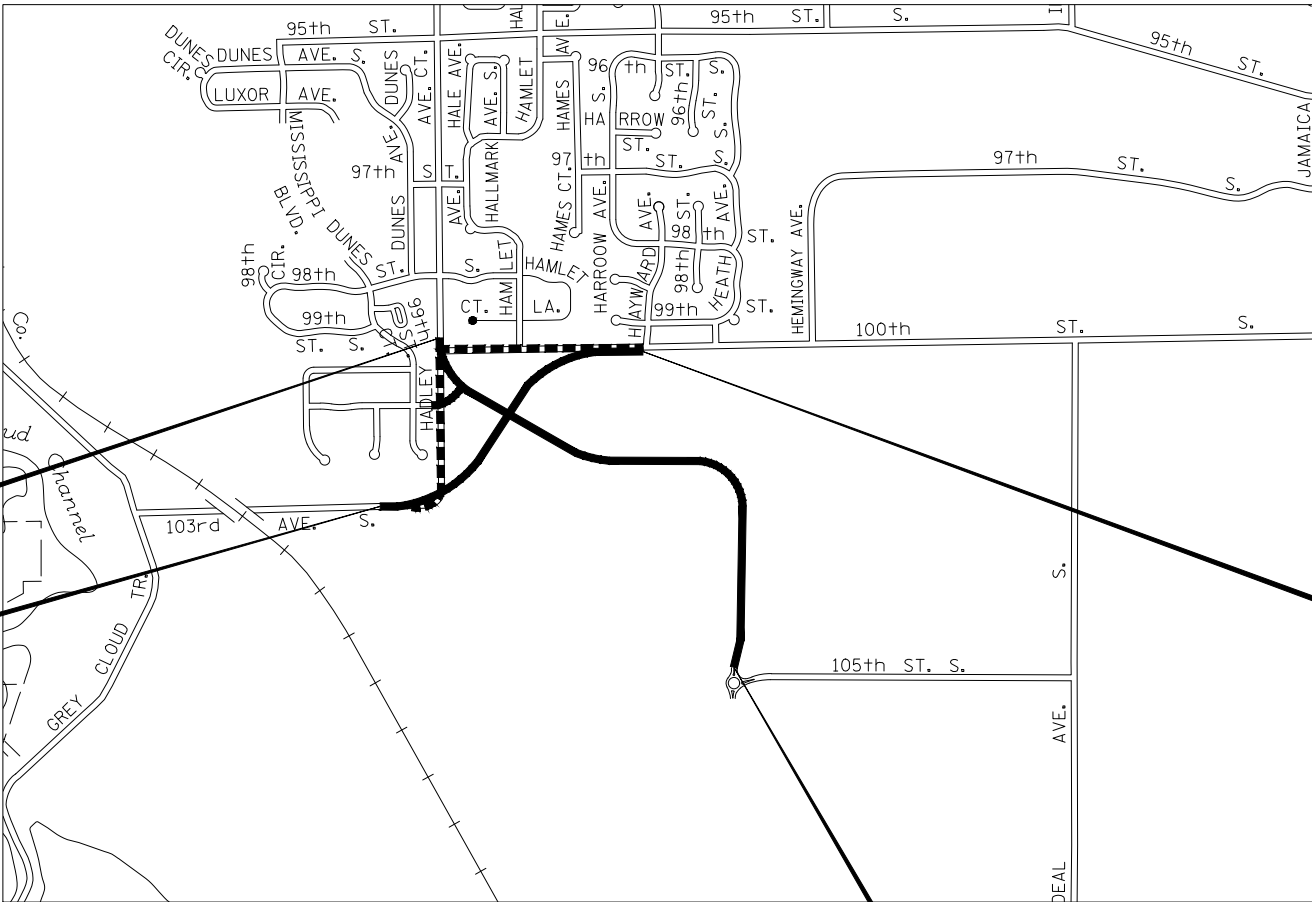
100TH STREET S.

GROSS LENGTH	2680.00	FEET	0.508	MILES
BRIDGE LENGTH	0.00	FEET	0.000	MILES
EXCEPTION LENGTH	0.00	FEET	0.000	MILES
NET LENGTH	2680.00	FEET	0.508	MILES

LENGTH AND DESCRIPTION BASED ON: 100TH - 103RD ALIGNMENT

HADLEY AVENUE S. PERMANENTLY REMOVED
FROM 100TH STREET S. TO 103RD STREET S.

100TH STREET S. PERMANENTLY REMOVED
FROM HAYWARD AVE S. TO HADLEY AVENUE S.



END CONSTRUCTION

100TH ST S.
STA. 1108+80

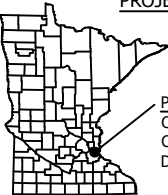
BEGIN CONSTRUCTION

HADLEY AVENUE S.
STA. 509+14

SCALES

INDEX MAP	0 800' 1600'
	Horizontal Scale In Feet
PLAN VIEW	0 25' 50'
	Horizontal Scale In Feet
PROFILE VIEW	0 10' 20'
	Horizontal Scale In Feet

PROJECT LOCATION



PROJECT LOCATION
CITY: COTTAGE GROVE
COUNTY: WASHINGTON
DISTRICT: METRO

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS
UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS
DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02,
ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND
DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

--- GOVERNING SPECIFICATIONS ---

THE CITY OF COTTAGE GROVE "STANDARD SPECIFICATIONS FOR UTILITY AND STREET CONSTRUCTION"
SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES" (MN MUTCD), INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE
LAYOUTS."

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	LEGEND
3	GENERAL LAYOUT
4	STATEMENT OF ESTIMATED QUANTITIES
5	TABULATIONS
6	SOILS AND CONSTRUCTION NOTES
7 - 9	TYPICAL SECTIONS
10 - 15	CONSTRUCTION DETAILS
16 - 23	STANDARD PLANS
24	STAGING PLAN
25 - 29	TEMPORARY TRAFFIC CONTROL
30 - 32	ALIGNMENT PLAN AND TABULATIONS
33 - 40	INPLACE TOPOGRAPHY, UTILITIES AND REMOVAL PLAN
41 - 55	CONSTRUCTION PLAN AND PROFILE
56 - 63	SURFACING PLAN
64 - 72	ADA PLAN
73 - 75	SANITARY SEWER & WATER MAIN PLAN AND PROFILE
76 - 82	DRAINAGE PLAN AND PROFILES
83	GRADING PLAN
84 - 86	STORM WATER POLLUTION PLAN
87 - 95	EROSION CONTROL PLAN
96 - 104	TURF ESTABLISHMENT PLAN
105 - 108	LANDSCAPING PLAN
109 - 113	LIGHTING PLAN
114 - 125	SIGNING AND PAVEMENT MARKING PLAN
126 - 158	CROSS SECTIONS

THIS PLAN CONTAINS 158 SHEETS



I HEREBY CERTIFY THAT THIS PLAN 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.

PRINTED NAME DAVID R. SANOCKI LIC. NO. 40973

SIGNATURE David R. Sanocki DATE 01-04-2024

APPROVED: COTTAGE GROVE PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE _____

	STORM SEWER APRON
	BASKETBALL POST
	BARRICADE PERMANENT
	BENCH
	BOOSTER STATION
	BUILDING LOWEST OPENING
	BURIAL CONTROL MONUMENT
	BUSH DECIDUOUS
	CATCH BASIN BEEHIVE
	CURB BOX
	CATCH BASIN
	COLUMN
	CONTROL BOX SIGNAL
	CLEAN OUT (SEWER)
	CULVERT END
	DRINKING FOUNTAIN
	ENERGY DISSIPATER
	FLAG POLE
	FUEL PUMP
	GUY WIRE
	GRILL
	HANDICAP SPACE
	HANDHOLE
	FIRE HYDRANT
	HYDRANT PVMNT MARKER (REFLECTOR)
	HYDRANT VALVE
	INLET (SMALL DIA.)
	LIFT STATION CONTROL PANEL
	LIFT STATION DRY WELL
	LIFT STATION WET WELL
	LIGHT YARD
	LOOP DETECTOR
	MAIL BOX
	MAIL RELAY BOX
	MANHOLE-AIR RELEASE
	MANHOLE-HEAT
	MANHOLE-GAS
	MANHOLE-POWER
	MANHOLE-SANITARY SEWER
	MANHOLE-STORM SEWER
	MANHOLE-COMMUNICATIONS
	MANHOLE-UNKNOWN
	MANHOLE-WATER
	METER POWER
	METER GAS
	ORDINARY HIGH WATER MARK
	OUTLET CONTROL STRUCTURE
	PARKING METER
	PEDESTRIAN PUSH BUTTON
	PEDESTAL POWER
	PEDESTAL CATV

AIR CONTROL X	AERIAL CONTROL POINT
	BACKSIGHT CONTROL POINT
	GPS CONTROL POINT
	JUDICIAL LAND MONUMENT
	MONUMENT COMPUTED
	MONUMENT IRON FOUND
	MONUMENT IRON SET
	RESECTED POINT
	ROW MONUMENT
R/W POST	ROW MARKER POST
	SECTION CORNER
	TRAVERSE CONTROL POINT
	BENCH MARK LOCATION

	BOLLARD
	SANITARY CLEANOUT
	MANHOLE
	SANITARY OR STORM LIFT STATION
	STORM SEWER BEEHIVE CATCH BASIN
	STORM SEWER CATCH BASIN
	STORM SEWER FLARED END SECTION
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER REDUCER
	VALVE
	RIP RAP
	DRAINAGE FLOW
	PEDESTRIAN RAMP

CTV-D	CTV-D	CTV-D	CABLE TV QUALITY LEVEL D
CTV-C	CTV-C	CTV-C	CABLE TV QUALITY LEVEL C
CTV-B	CTV-B	CTV-B	CABLE TV QUALITY LEVEL B
CTV-A	CTV-A	CTV-A	CABLE TV QUALITY LEVEL A
FO-D	FO-D	FO-D	FIBER OPTIC QUALITY LEVEL D
FO-C	FO-C	FO-C	FIBER OPTIC QUALITY LEVEL C
FO-B	FO-B	FO-B	FIBER OPTIC QUALITY LEVEL B
FO-A	FO-A	FO-A	FIBER OPTIC QUALITY LEVEL A
E-D	E-D	E-D	POWER QUALITY LEVEL D
E-C	E-C	E-C	POWER QUALITY LEVEL C
E-B	E-B	E-B	POWER QUALITY LEVEL B
E-A	E-A	E-A	POWER QUALITY LEVEL A
G-D	G-D	G-D	GAS QUALITY LEVEL D
G-C	G-C	G-C	GAS QUALITY LEVEL C
G-B	G-B	G-B	GAS QUALITY LEVEL B
G-A	G-A	G-A	GAS QUALITY LEVEL A
C-D	C-D	C-D	COMMUNICATION QUALITY LEVEL D
C-C	C-C	C-C	COMMUNICATION QUALITY LEVEL C
C-B	C-B	C-B	COMMUNICATION QUALITY LEVEL B
C-A	C-A	C-A	COMMUNICATION QUALITY LEVEL A
OHP	OHP	OHP	OVERHEAD POWER
OHC	OHC	OHC	OVERHEAD COMMUNICATION
OHU	OHU	OHU	OVERHEAD UTILITIES

	RETAINING WALL
	FENCE - BARBED WIRE
	FENCE - CHAIN LINK
	FENCE - DECORATIVE
	FENCE - STOCKADE
	FENCE - WOOD
	FENCE - ELECTRIC
	GUARD RAIL
	TREE LINE
	WETLAND

	BOUNDARY
	NEW CENTERLINE
	EXISTING CENTERLINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	FLOOD PLAIN BOUNDARY
	EXISTING LOT LINE
	NEW LOT LINE
	EXISTING RIGHT-OF-WAY
	NEW RIGHT-OF-WAY
	SETBACK LINE

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	WATER MAIN
	WATER SERVICE

FM FM FM
 > > > >
 → → → → → →
 - - - - -
 >> >> >> >>
 | | | |
 | | | |
 [Hatched Area]

FORCE MAIN
 SANITARY SEWER
 SANITARY SERVICE
 STORM SEWER DRAIN TILE
 STORM SEWER
 WATER MAIN
 WATER SERVICE
 PIPE CASING

[illegible]

 EXISTING
 NEW
 FUTURE
 DEMOLITION

[illegible]

AD	ALGEBRAIC DIFFERENCE
BV	BUTTERFLY VALVE
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
CL	CENTER LINE
CL	CLASS
CMP	CORRUGATED METAL PIPE
C.O.	CHANGE ORDER
DIP	DUCTILE IRON PIPE
EL/ELEV	ELEVATION
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
FES	FLARED END SECTION
F/F	FACE TO FACE
FM	FORCE MAIN
F.O.	FIELD ORDER
GV	GATE VALVE
HP	HIGH POINT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
LP	LOW POINT
MH	MANHOLE (SANITARY)
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
PC	POINT OF CURVE
PCC	COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PPVC	PERFORATED POLYVINYL CHLORIDE PIPE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SS	STORM SEWER STRUCTURE
STA	STATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TNH	TOP NUT HYDRANT
TYP	TYPICAL
VC	VERTICAL CURVE
WM	WATER MAIN

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597



SHEET
2
OF
158

Plot Date: 01/10/2024 - 12:40pm
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Xrefs: 193806597_BORDER, 193806597_XSV, 193806597_XPNO, 193806597_XSNO, 193806597_XSNV, 193806597_XSVU, 193806597_XSNU



3
OF
58

VIEW	EROSION CONTROL PLAN	TURF ESTABLISHMENT PLAN	LANDSCAPING PLAN	LIGHTING PLAN	SIGNING AND PAVEMENT MARKING PLAN
1	87	96	105	109	118
2	87	96	105	109	118
3	88	97	106	110	119
4	88	97	106	110	119
5	89	98	107	111	120
6	89	98	107	111	120
7	90	99	108	112	121
8	90	99			121
9	91	100			122

VIEW	EROSION CONTROL PLAN	TURF ESTABLISHMENT PLAN	LANDSCAPING PLAN	LIGHTING PLAN	SIGNING AND PAVEMENT MARKING PLAN
10	91	100			122
11	92	101			123
12	92	101			123
13	93	102			124
14	93	102			124
15	94	103			125
16	94	103			125
17	95	104			

VIEW	ADA DETAILS
18	64
19	65
20	66
21	67
22	68
23	69
24	70
25	71
26	72

VIEW	INPLACE TOPO, UTILITY & REMOVAL PLAN	CONSTRUCTION PLAN AND PROFILE	SURFACING PLAN	SANITARY SEWER AND WATER MAIN PLAN AND PROFILE	STORM SEWER PLAN AND PROFILE
1	33	41	56		76
2	33	42	56	73	77
3	34	43	57		79
4	34	44	57		
5	35	45	58		
6	35	46	58		
7	36	47	59		
8	36			75	
9	37	48	60		
10	37	49	60		83
11	38	50	61		
12	38	51	61		
13	39	52	62		
14	39	53	65		81
15	40	54	65		82
16		55	64	74	84
17					80

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DATE	APPR	REVISION	SURVEY	PBW	H W A U
			DRAWN	MAF	P
			DESIGNED	MAF	S
			CHECKED	JDP	D
			APPROVED	DRS	
			PROJ. NO.	193806597	

REGISTRATION, OR REPORT DIRECT SUPERVISION PROFESSIONAL ENGINEER MINNESOTA _____ _____ _____ LIC. NO. <u>40973</u>	 Cottage Grove <i>Where Pride and Prosperity Meet</i>	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

Plot Date: 01/10/2024 - 12:40pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_G004.dwg
Xrefs: 193806597_BORDER, 193806597_C900

- (1) CUT VOLUME BASED OFF OF CROSS SECTIONS.
- (2) MATERIAL EXCAVATION FOR BASIN. MATERIAL EXCAVATED MAY BE USED AS AGGREGATE BACKFILL (MODIFIED) FOR AREAS OF NEED.
- (3) SUBGRADE EXCAVATION ESTIMATED 10% OF COMMON EXCAVATION VOLUME.
- (4) FILL VOLUME BASED OFF OF CROSS SECTIONS.
- (5) TOTAL AGGREGATE BACKFILL (MODIFIED) NEEDED ASSUMING 1.0' OF MATERIAL PLACED PER THE TYPICAL SECTIONS. IT IS ANTICIPATED EXISTING MATERIAL INPLACE WILL MEET SPECIFICATION FOR AGGREGATE BACKFILL (MODIFIED). ADDITIONAL MATERIAL REQUIRED TO MEET GRADE OR REPLACE UNUSABLE MATERIAL SHALL BE MINED AND MOVED FROM SOMEWHERE ON THE SITE.
- (6) TOPSOIL VOLUME ESTIMATED AT 0.5' DEPTH FOR AREAS OF RESTORATION.

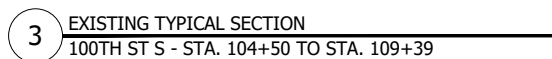
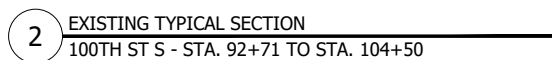
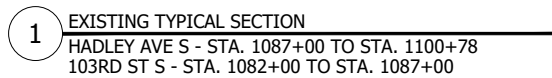
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NO	DATE	APPR	REVISION	SURVEY	PBW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	TABULATIONS	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
											5
											OF
											158

NO.	DATE	APPR	REVISION	SURVEY	P8W	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.	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	SOILS AND CONSTRUCTION NOTES	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2
			DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI					
			DESIGNED	MAF	SIGNATURE: <i>David R. Sanocki</i>					
			CHECKED	JDP	DATE: 01/04/2024 LIC. NO. 40973					
			APPROVED	DRS	PROJ. NO. 193806597					

Plot Date: 01/10/2024 - 12:42pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C100.dwg

EXISTING PAVEMENT DEPTHS ARE APPROXIMATE. SEE SOILS
AND CONSTRUCTION NOTES FOR FURTHER DETAIL.

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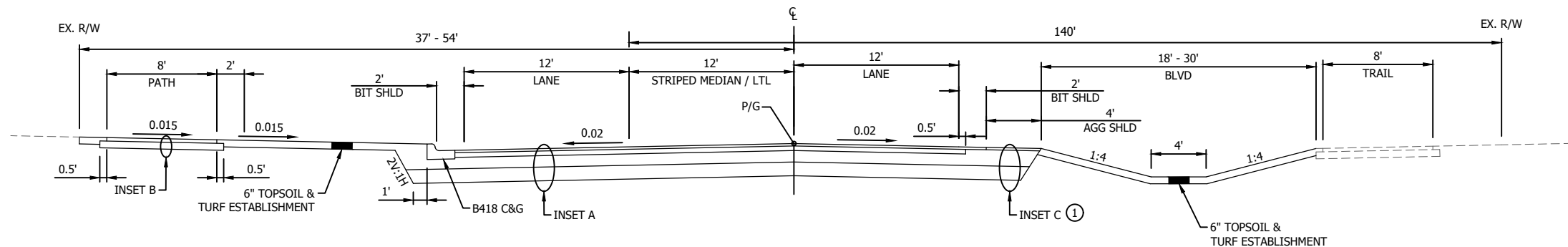
SURVEY	PBW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE:  DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
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DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



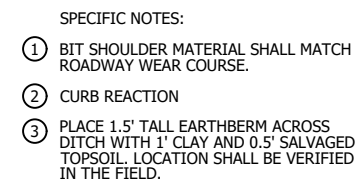
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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158

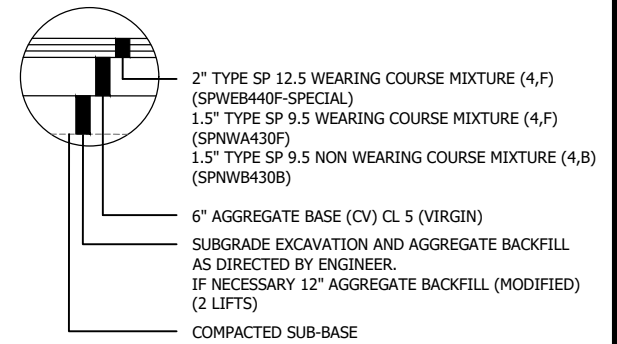
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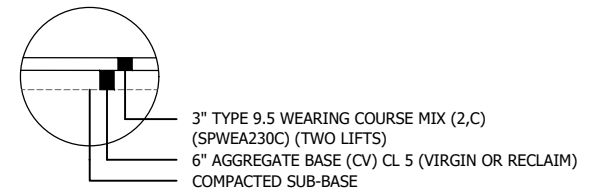
6 PROPOSED TYPICAL SECTION
100TH ST S- SOUTH DITCH



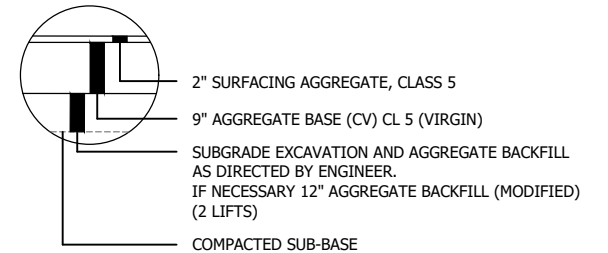
INSET A - BITUMINOUS PAVEMENT



INSET B - BITUMINOUS TRAIL



INSET C - SHOULDER



NO	DATE	APPR	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
				DRAWN	MAF	
				DESIGNED	MAF	
				CHECKED	JDP	
				APPROVED	DRS	
PROJ. NO. <u>193806597</u>						

TYPICAL SECTIONS
PROPOSED

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

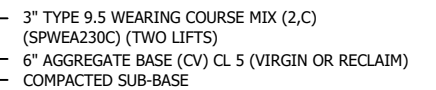
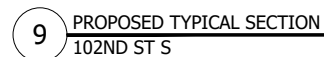
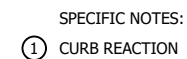
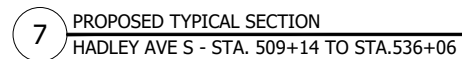
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58

Plot Date: 01/10/2024 - 12:42pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C100.dwg
Xrefs.: 193806597_BORDER



- 1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)
- (SPWEA330C-SPECIAL)
- 1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)
- (SPWEA330C)
- 1.5" TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)
- (SPNWB330B)
- 8" AGGREGATE BASE (CV) CL 5 (VIRGIN)
- SUBGRADE EXCAVATION AND AGGREGATE BACKFILL
- AS DIRECTED BY ENGINEER.
- IF NECESSARY 12" AGGREGATE BACKFILL (MODIFIED)
- (2 LIFTS)
- COMPACTED SUB-BASE

- 6" TYPE 3F52A CONCRETE
- 4" AGGREGATE BASE (CV) CL 5 (VIRGIN OR RECLAIM)
- COMPACTED SUB-BASE

- 1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)
(SPWEA330C-SPECIAL)
- 2.0" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)
(SPWEA330C)
- 8" AGGREGATE BASE (CV) CL 5 (VIRGIN)
- SUBGRADE EXCAVATION AND AGGREGATE BACKFILL
AS DIRECTED BY ENGINEER.
IF NECESSARY 12" AGGREGATE BACKFILL (MODIFIED)
(2 LIFTS)
- COMPACTED SUB-BASE

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
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DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	

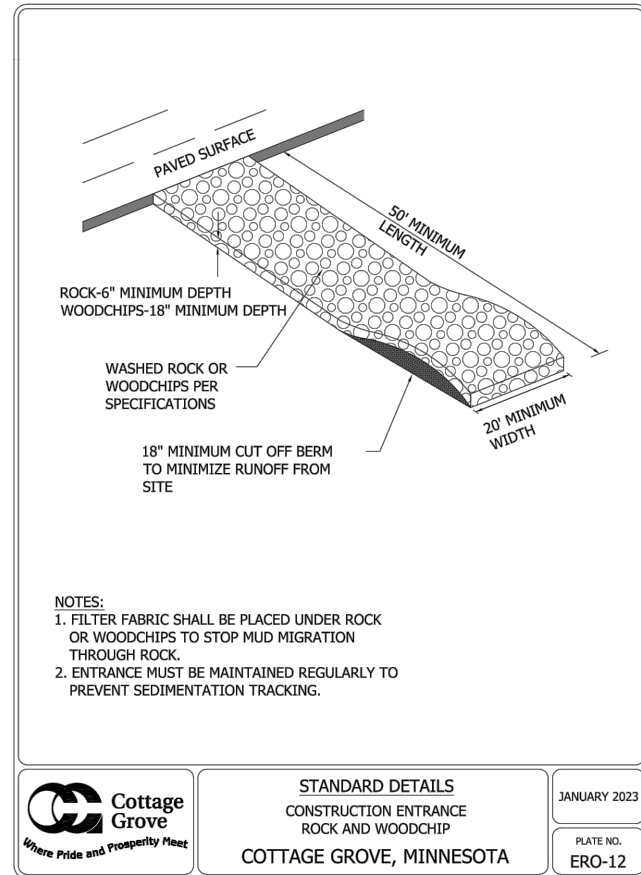


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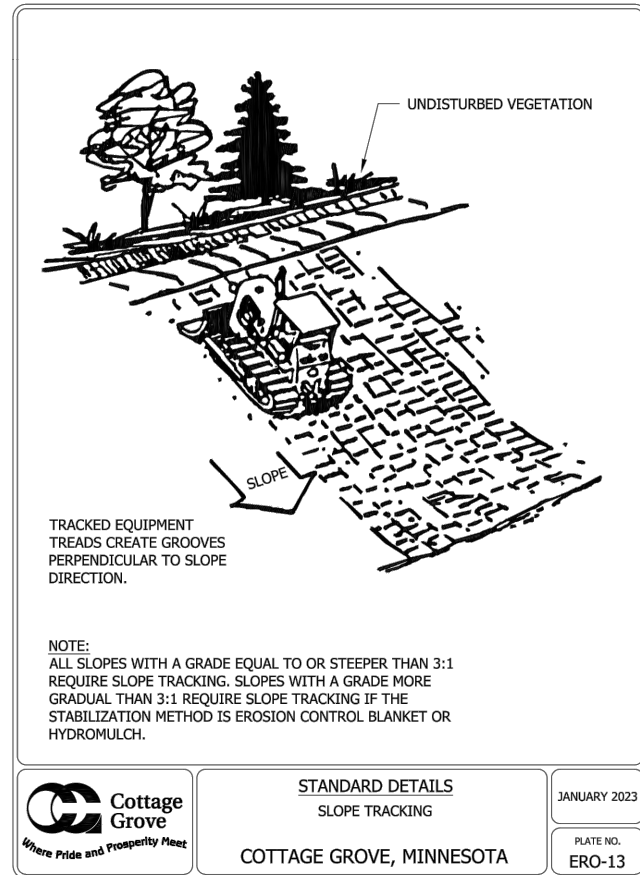
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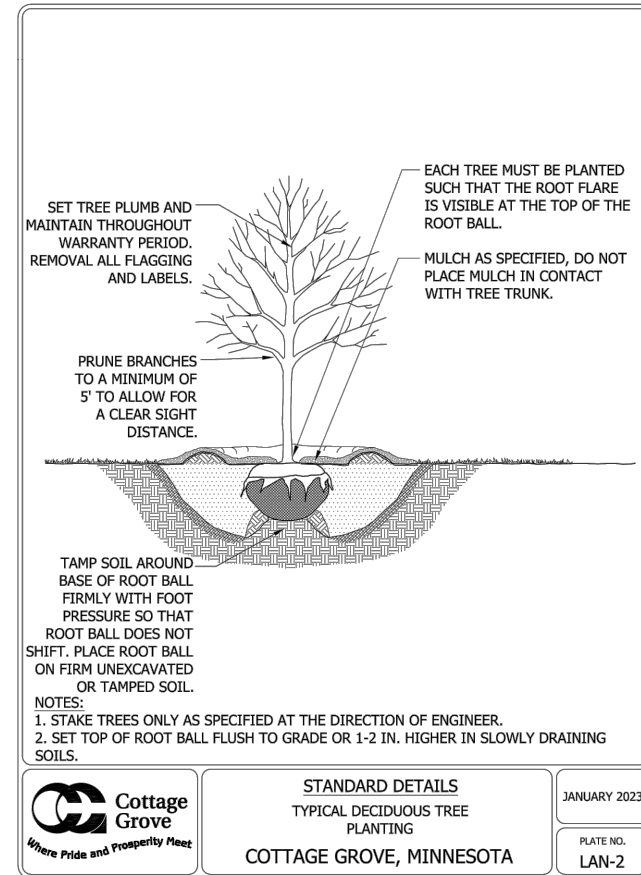




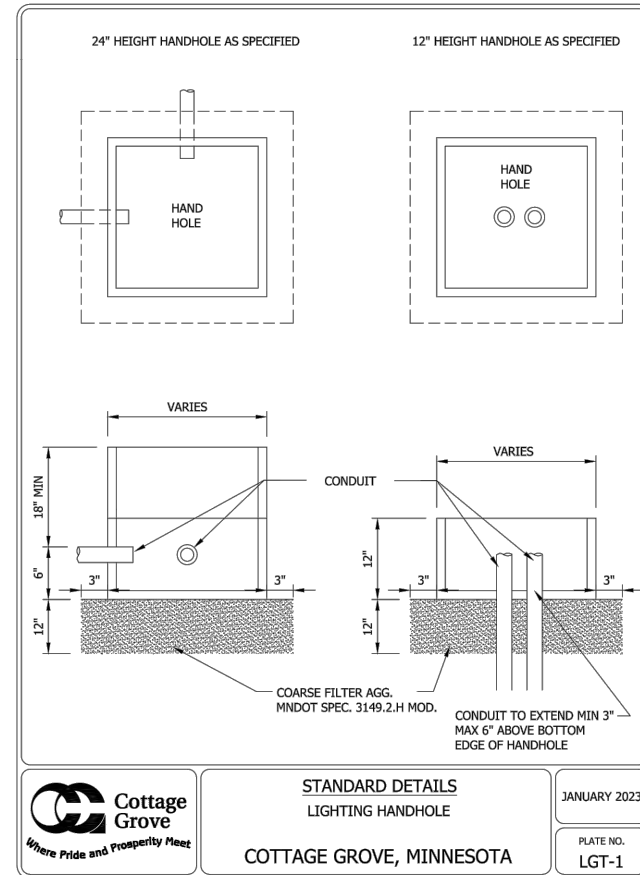
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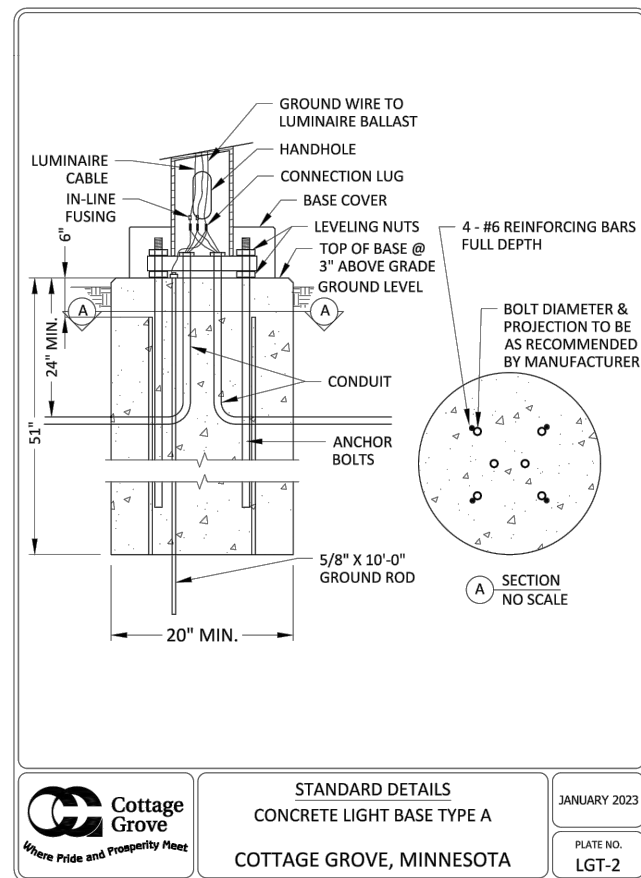
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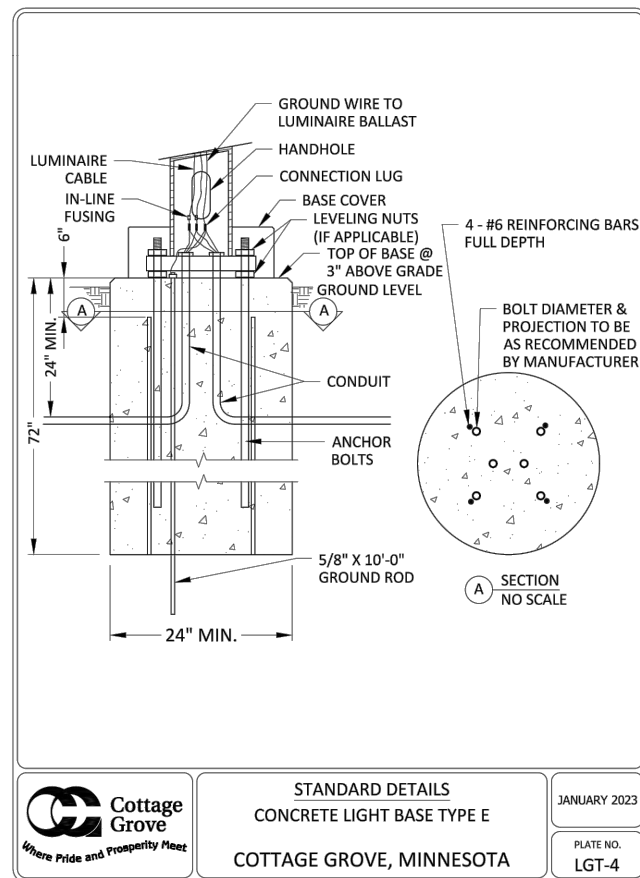
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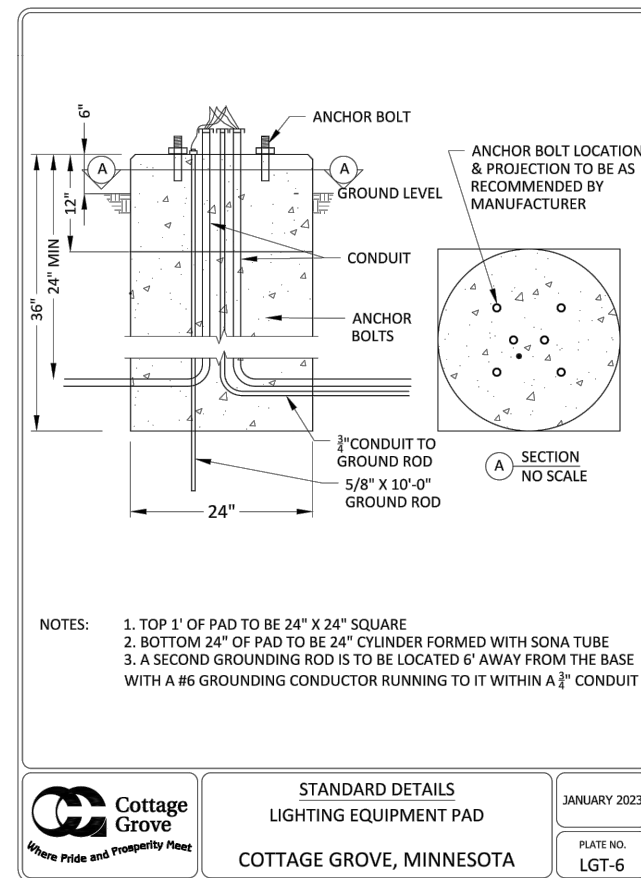
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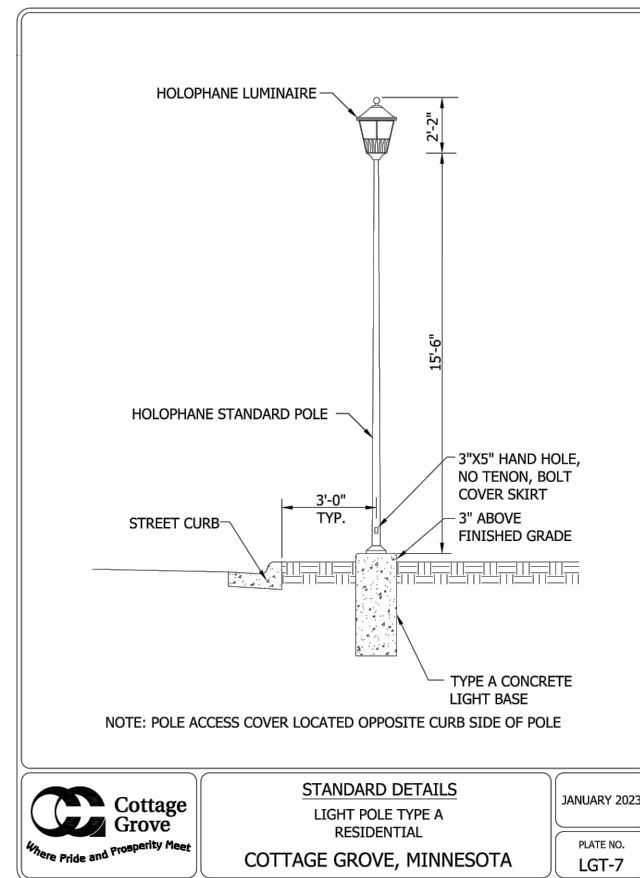
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48_LGT4.dwg



48_LGT6.dwg



48_LGT7.DWG

NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



CONSTRUCTION DETAILS

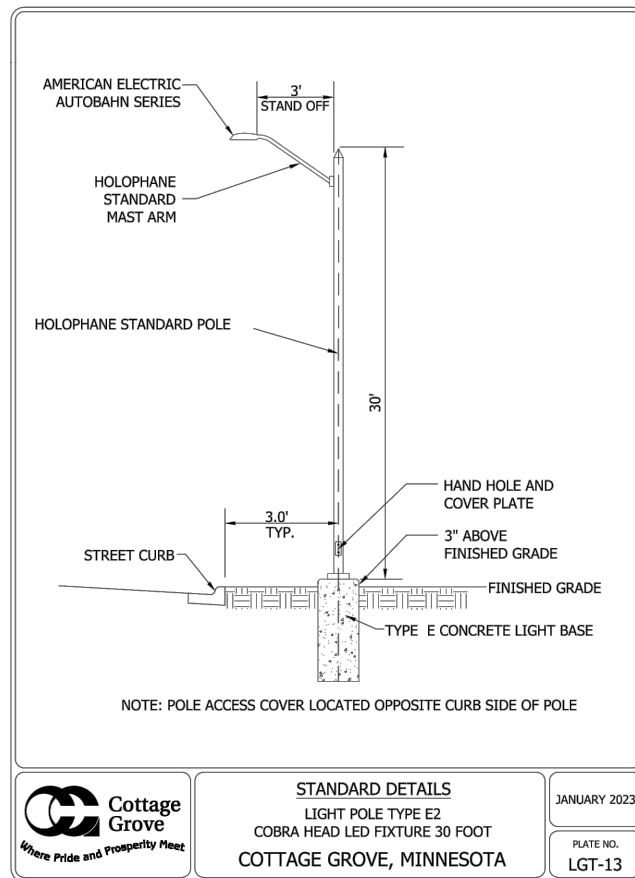
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET

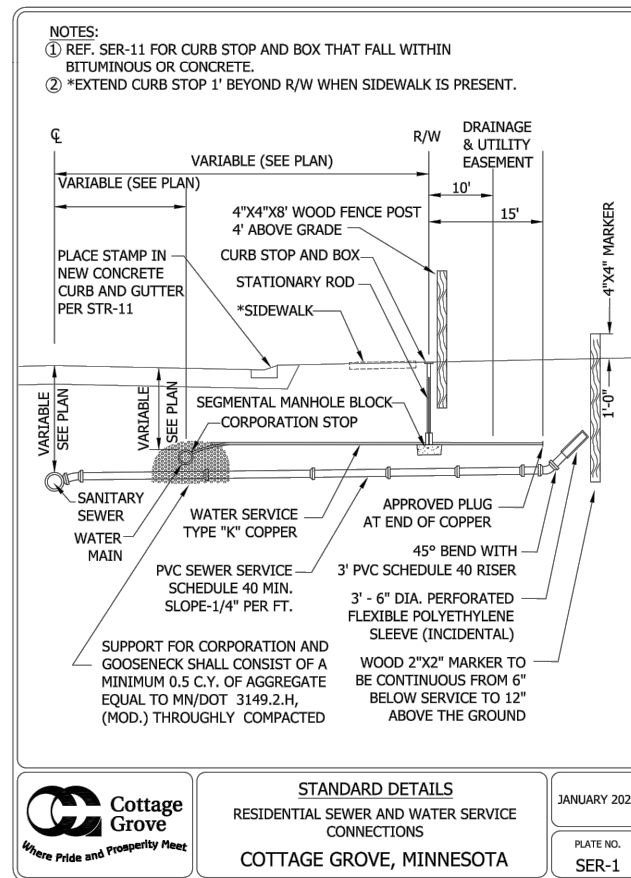
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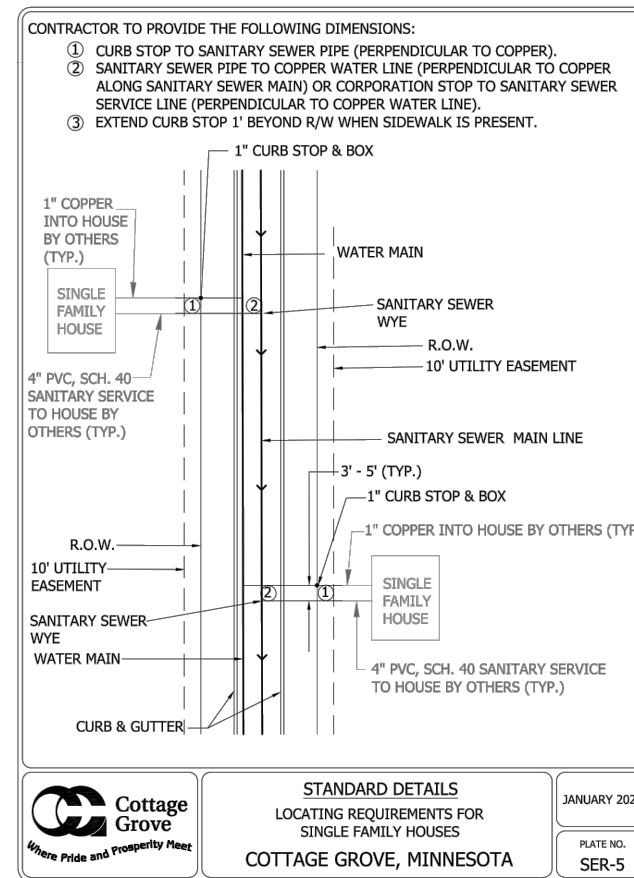
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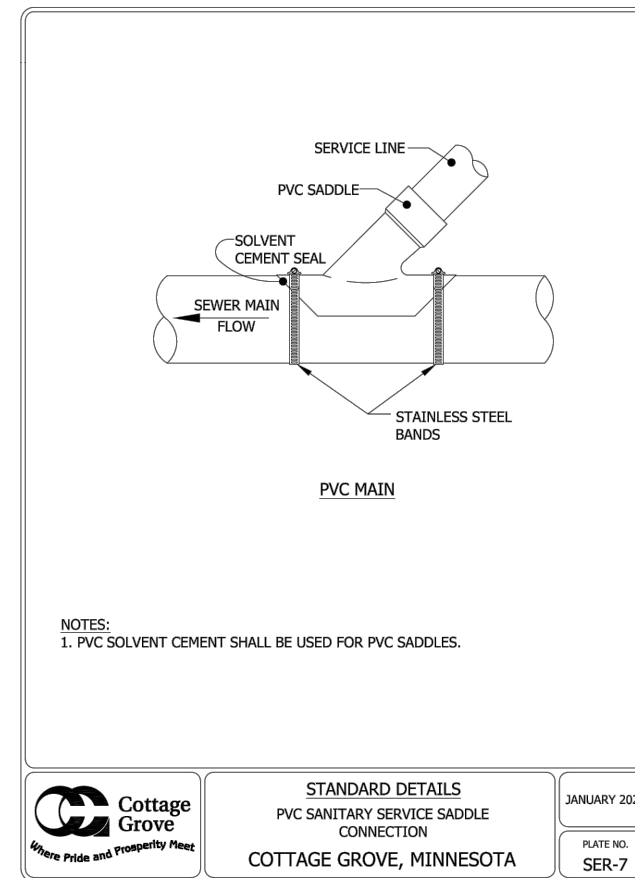
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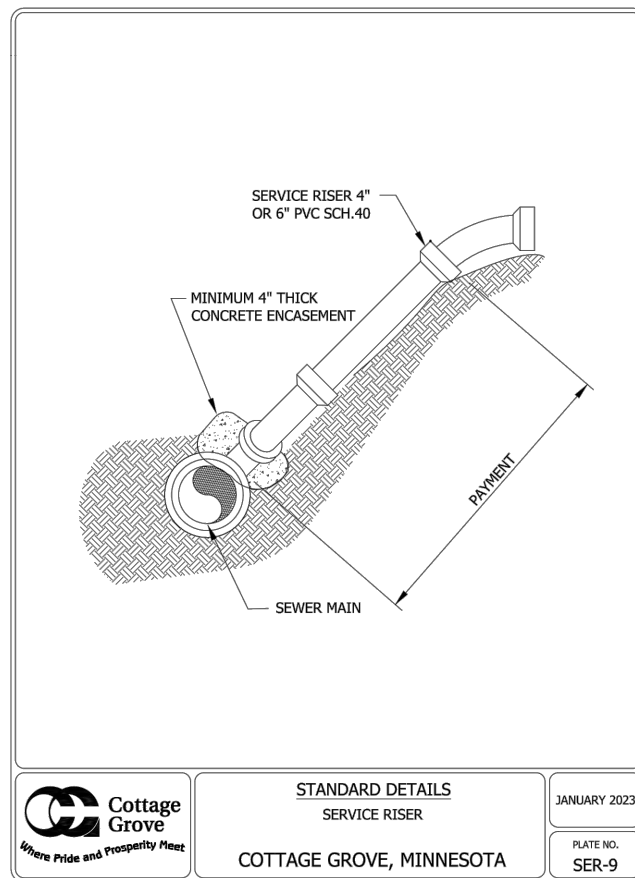
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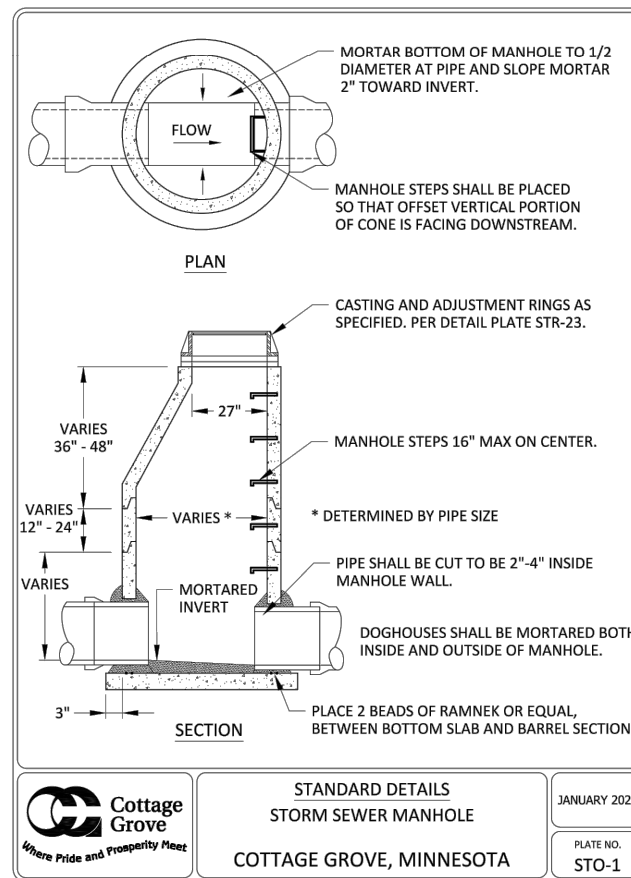
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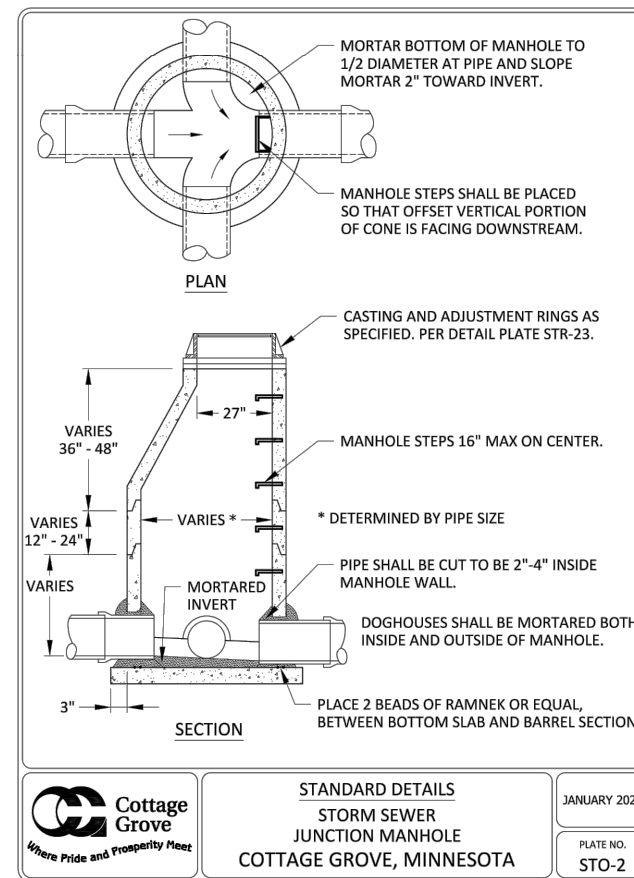
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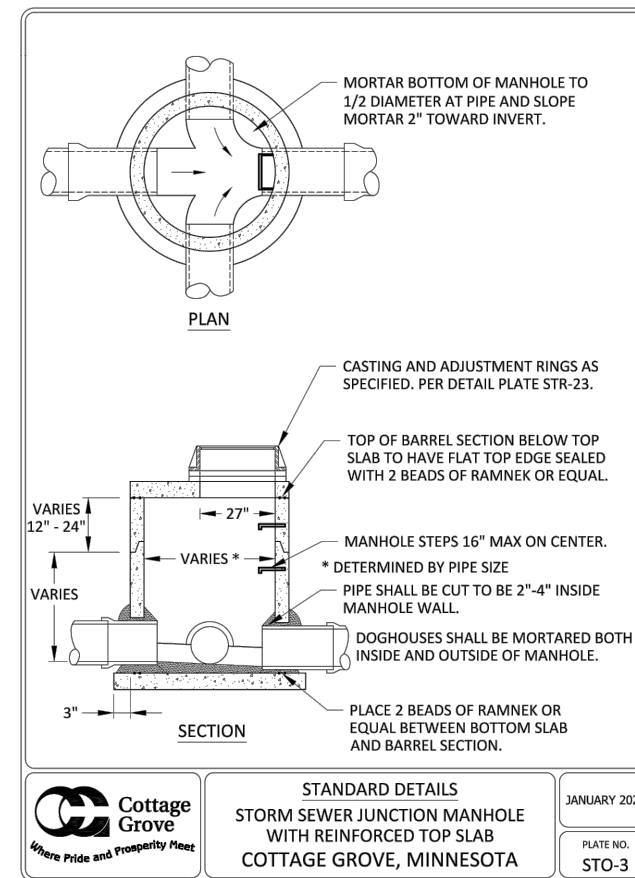
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48_STO1.DWG



48_STO2.DWG



48_STO3.DWG

[illegible]

SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> I.C. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



CONSTRUCTION DETAILS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

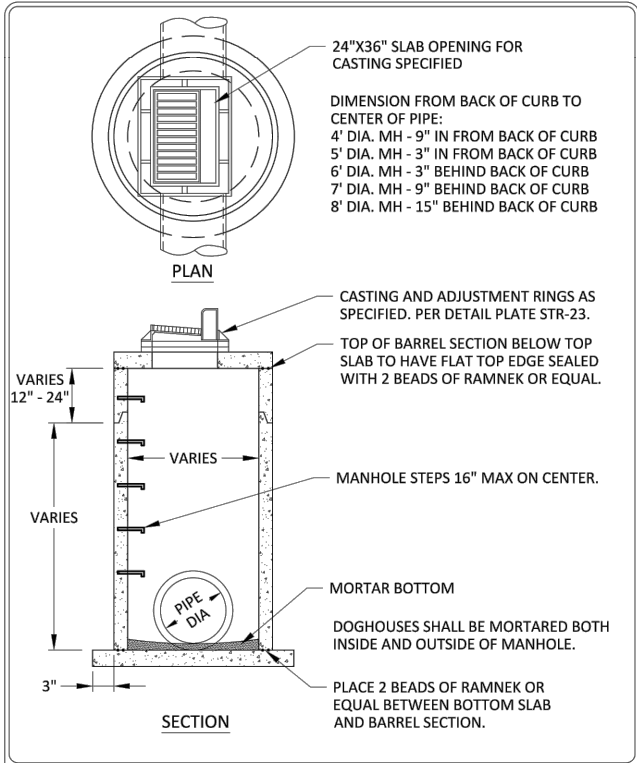
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2

OF

58

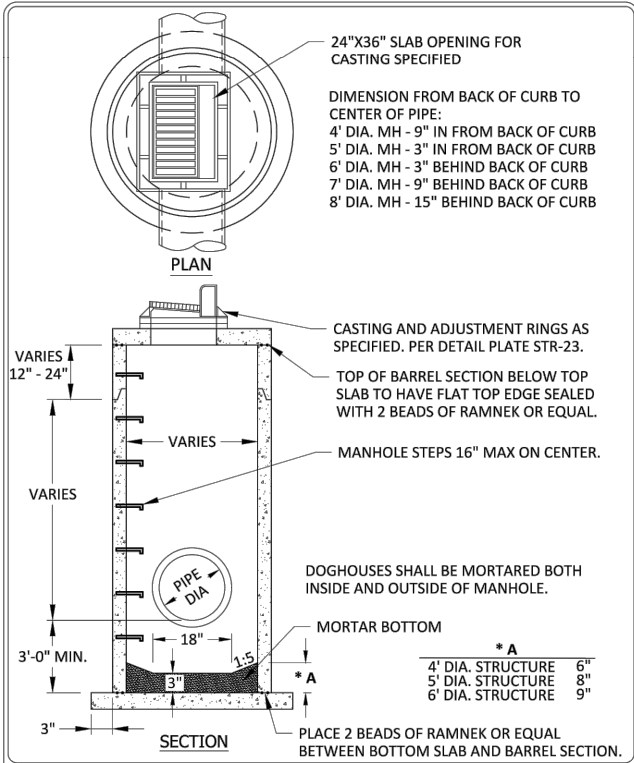
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STANDARD DETAILS
CATCH BASIN MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-5

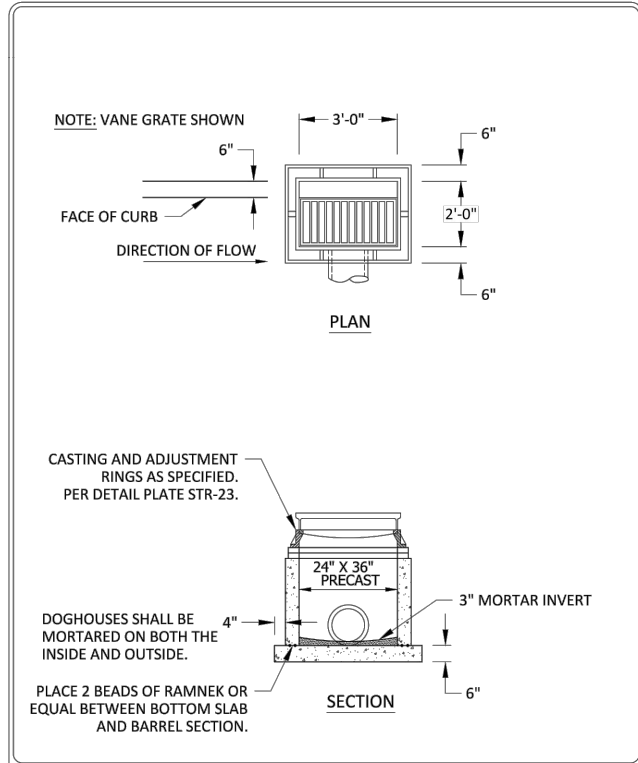
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STANDARD DETAILS
CATCH BASIN MANHOLE WITH SUMP
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-6

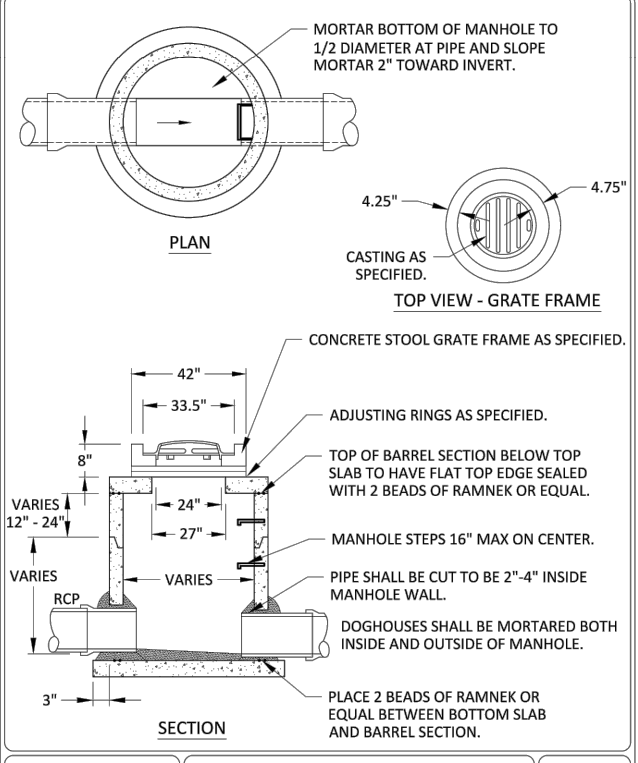
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STANDARD DETAILS
CATCH BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-7

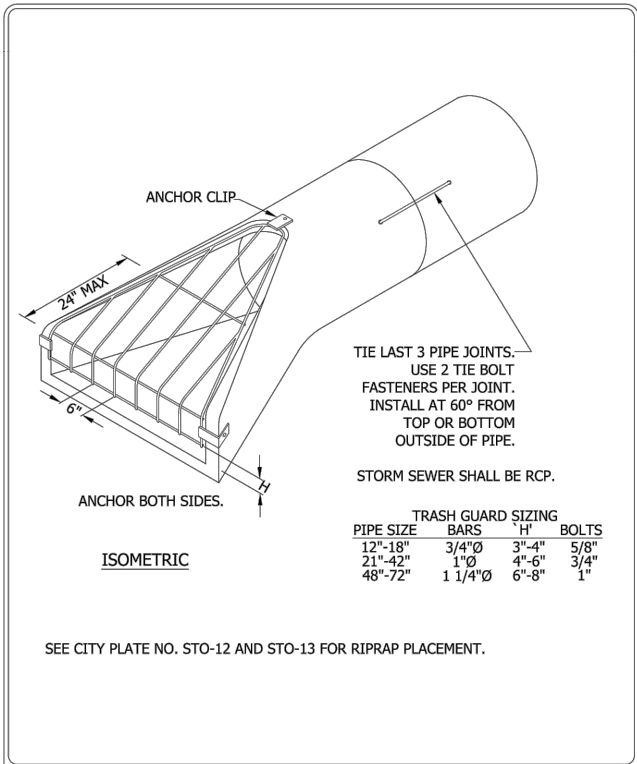
48_STO7.DWG



STANDARD DETAILS
OFF STREET CATCH BASIN
WITH CONCRETE STOOL GRATE FRAME
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-9

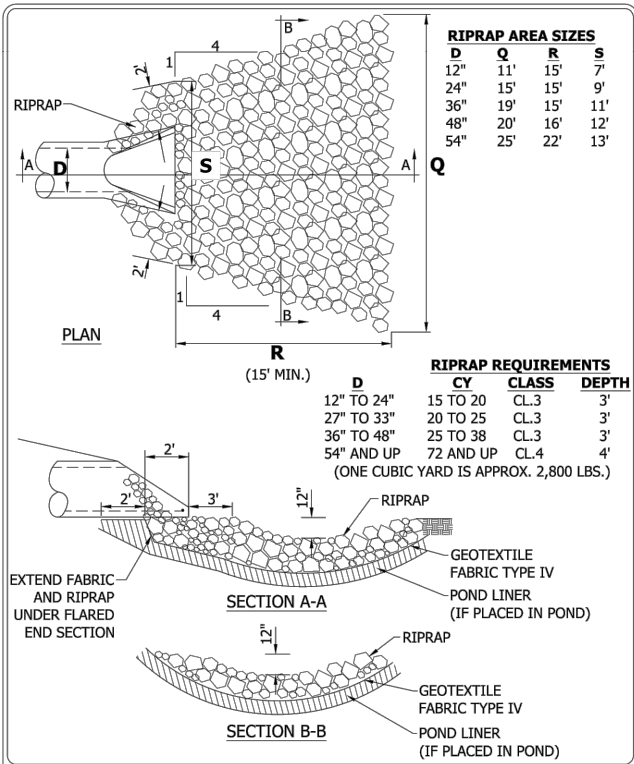
48_STO9.DWG



STANDARD DETAILS
FLARED END SECTION AND
TRASH GAURD
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-11

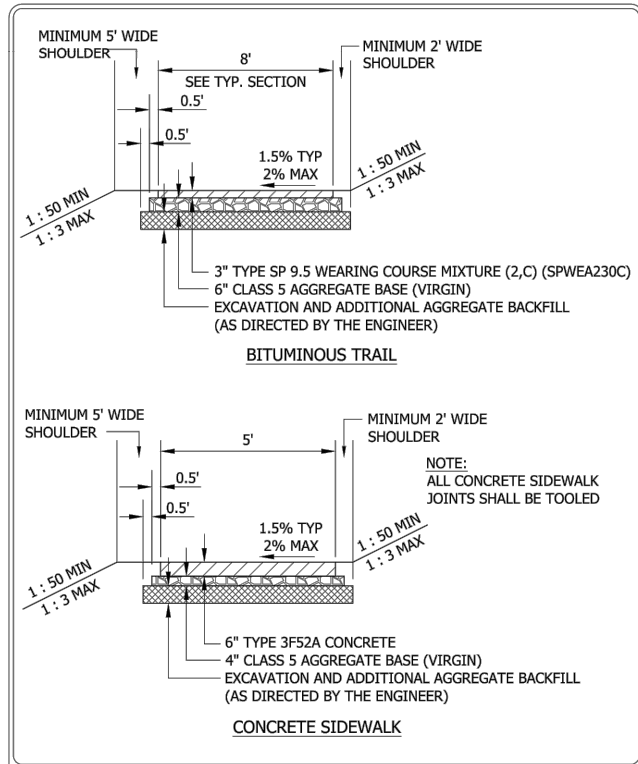
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STANDARD DETAILS
RIPRAP AT FLARED END SECTION
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STO-12

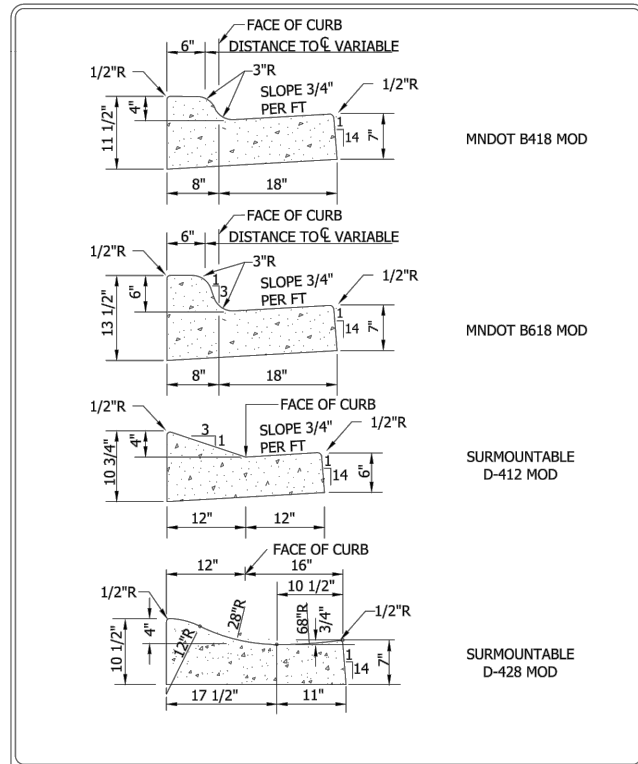
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STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND
CONCRETE SIDEWALK SECTIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STR-9

48_STR9.DWG



STANDARD DETAILS
CURB AND GUTTER
COTTAGE GROVE, MINNESOTA

JANUARY 2023
PLATE NO.
STR-10

48_STR10.DWG

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Xref: 193806597_CD05.dwg

NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>David R. Sanocki</i>
CHECKED	JDP	DATE: 01/04/2024 LIC. NO.: 40973
APPROVED	DRS	
PROJ. NO.	193806597	



CONSTRUCTION DETAILS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET

13

OF

158



SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597



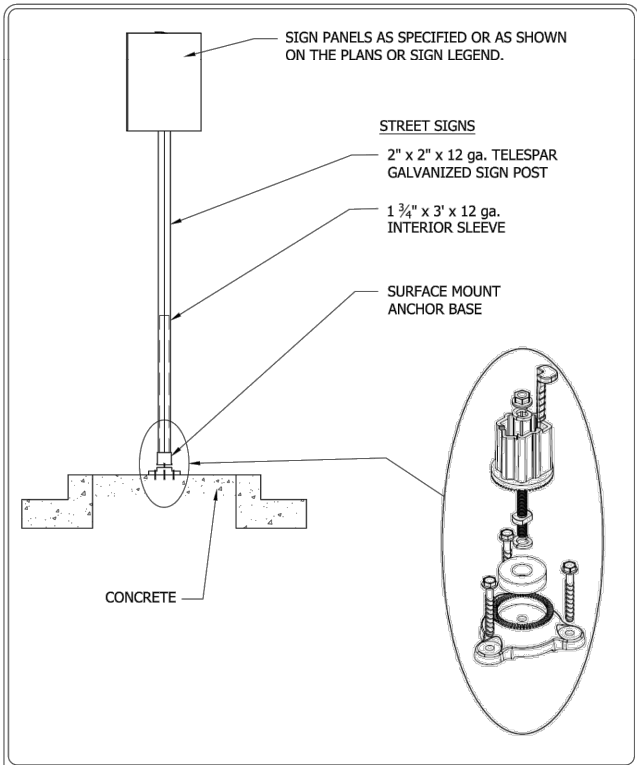
CONSTRUCTION DETAILS

SUBJECT

OF

58

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.





Cottage Grove
Where Pride and Prosperity Meet

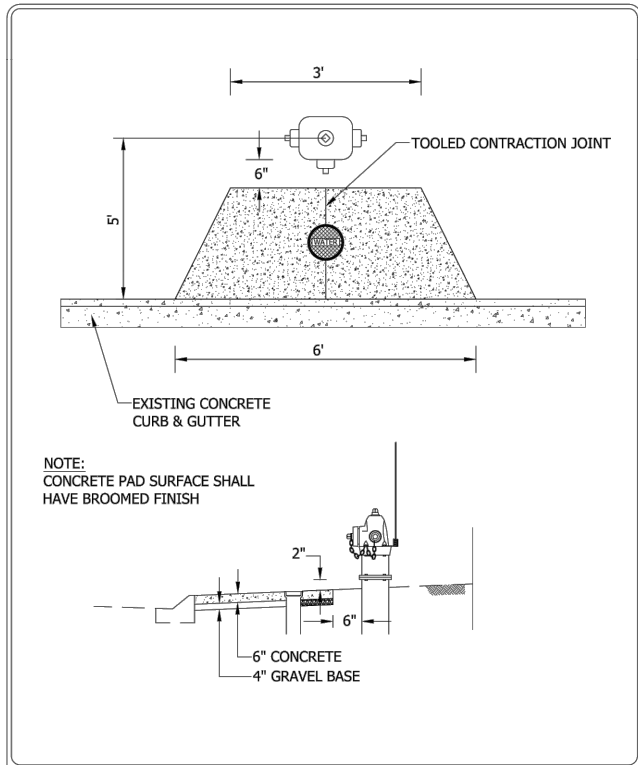
STANDARD DETAILS
TYPICAL TRAFFIC SIGN
INSTALLATION MEDIAN

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
STR-36

48_STR36.DWG





Cottage Grove
Where Pride and Prosperity Meet

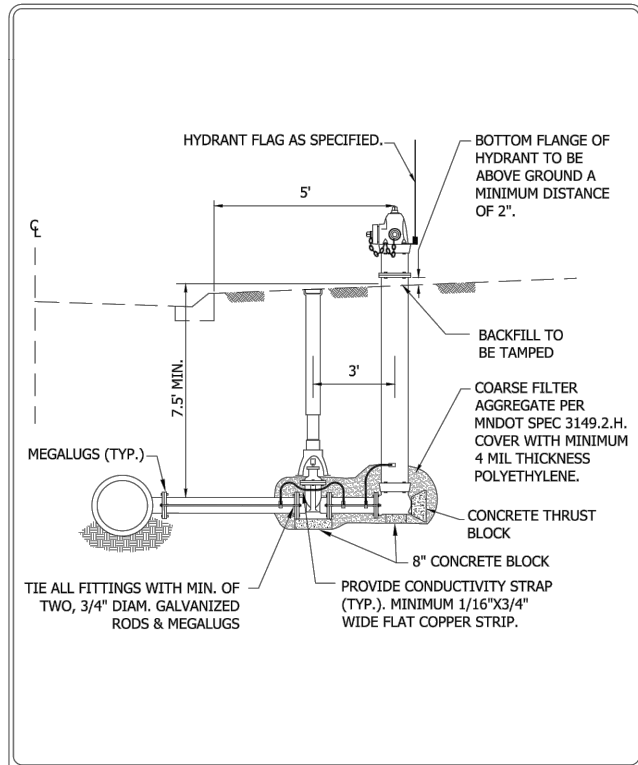
STANDARD DETAILS
CONCRETE HYDRANT PAD

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
STR-37

48_STR37.DWG





Cottage Grove
Where Pride and Prosperity Meet

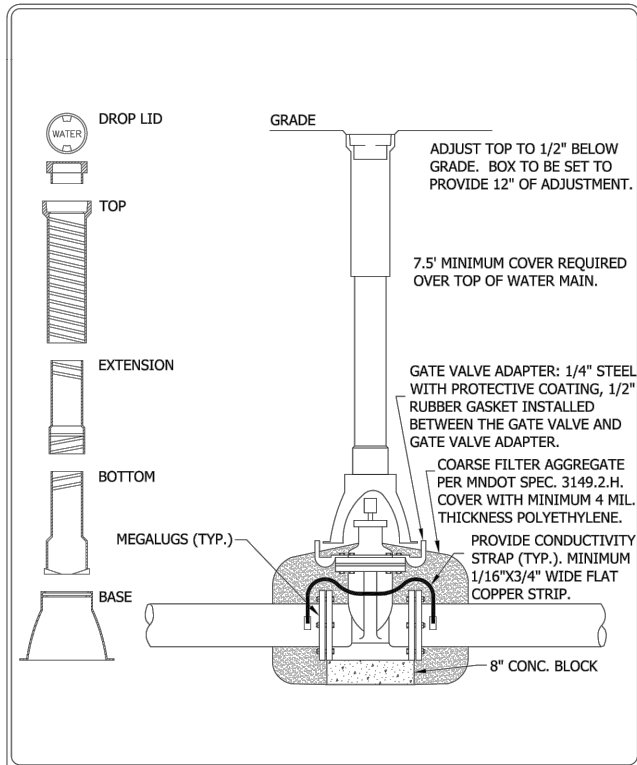
STANDARD DETAILS
HYDRANT DETAIL

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
WAT-1

48_WAT1.DWG





Cottage Grove
Where Pride and Prosperity Meet

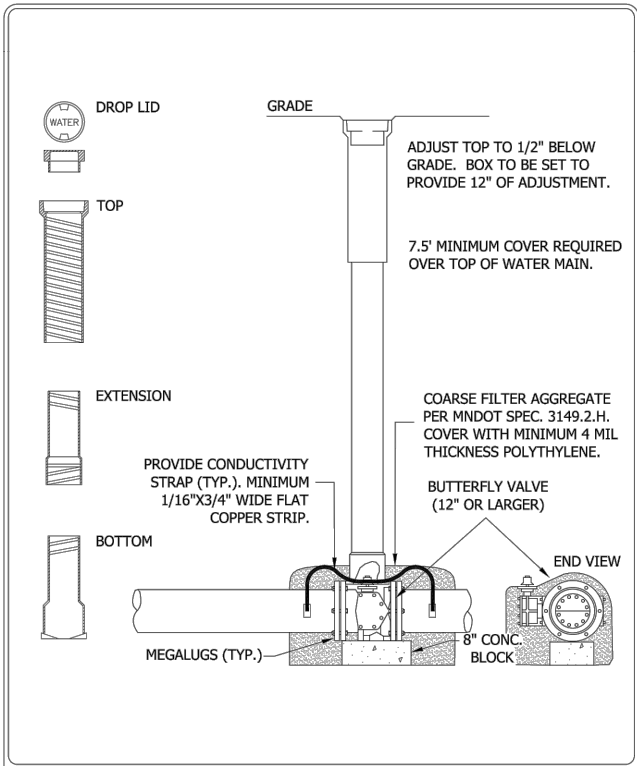
STANDARD DETAILS
GATE VALVE AND BOX
INSTALLATION

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
WAT-3

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Cottage Grove
Where Pride and Prosperity Meet

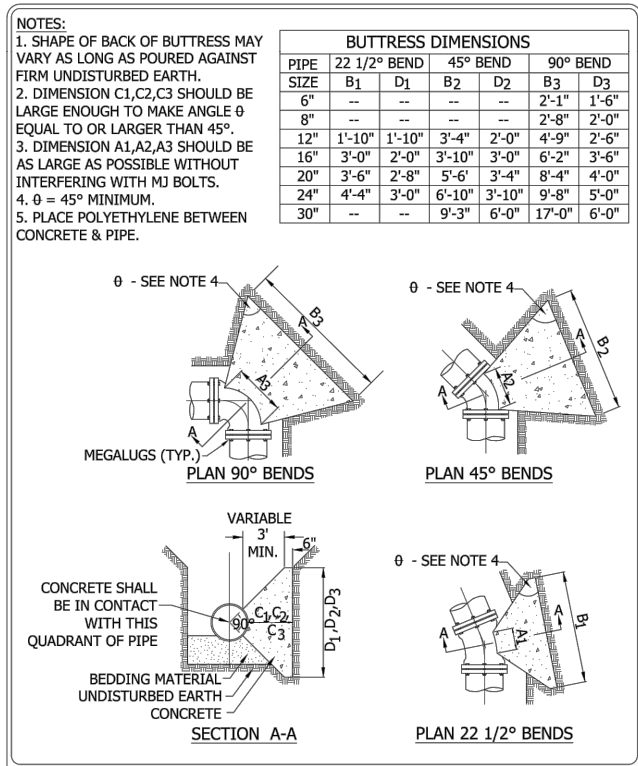
STANDARD DETAILS
BUTTERFLY VALVE AND BOX
INSTALLATION

COTTAGE GROVE, MINNESOTA

JANUARY 2023

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WAT-4

48_WAT4.DWG





Cottage Grove
Where Pride and Prosperity Meet

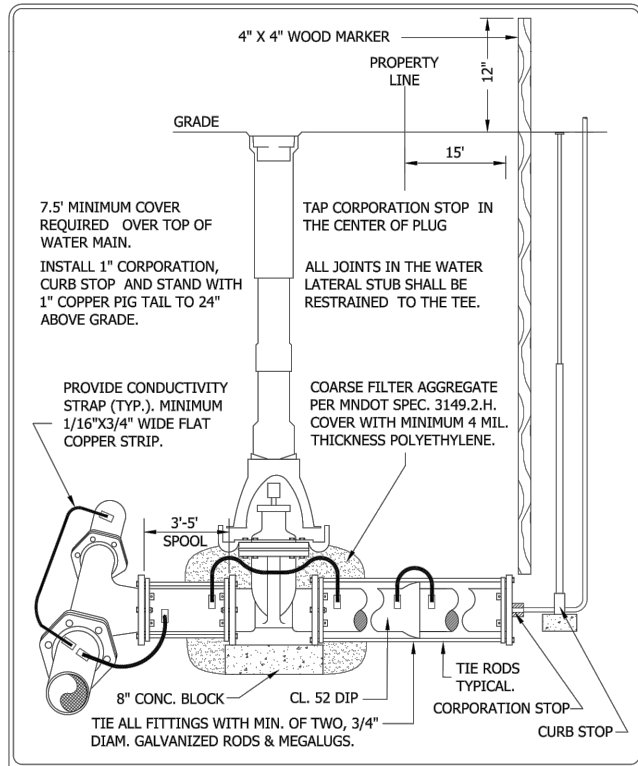
STANDARD DETAILS
CONCRETE THRUST BLOCKING

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
WAT-6

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Cottage Grove
Where Pride and Prosperity Meet

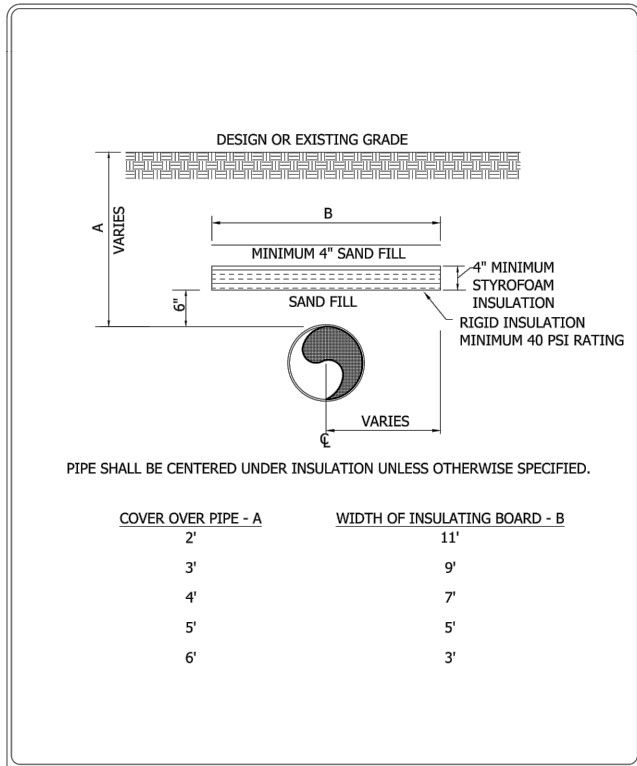
STANDARD DETAILS
DIP SERVICE OR DEAD END LINE

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
WAT-8

48_WAT8.DWG





Cottage Grove
Where Pride and Prosperity Meet

STANDARD DETAILS
INSULATION DETAIL

COTTAGE GROVE, MINNESOTA

JANUARY 2023

PLATE NO.
WAT-9

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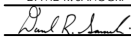
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NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI

SIGNATURE: 

DATE: 01/04/2024 LIC. NO.: 40973



CONSTRUCTION DETAILS

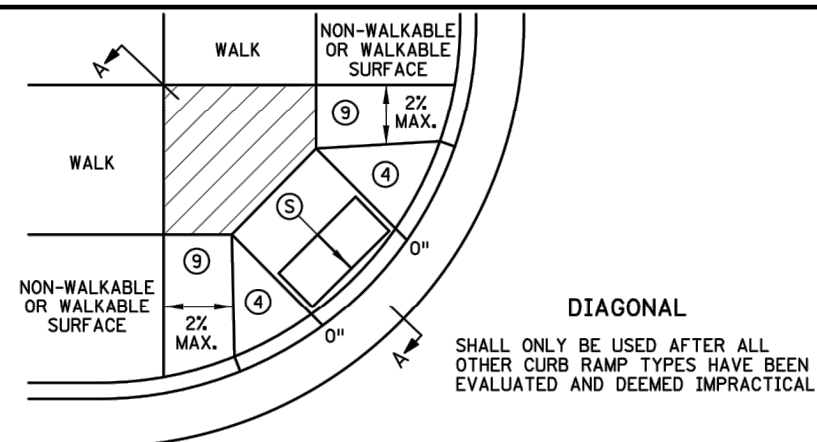
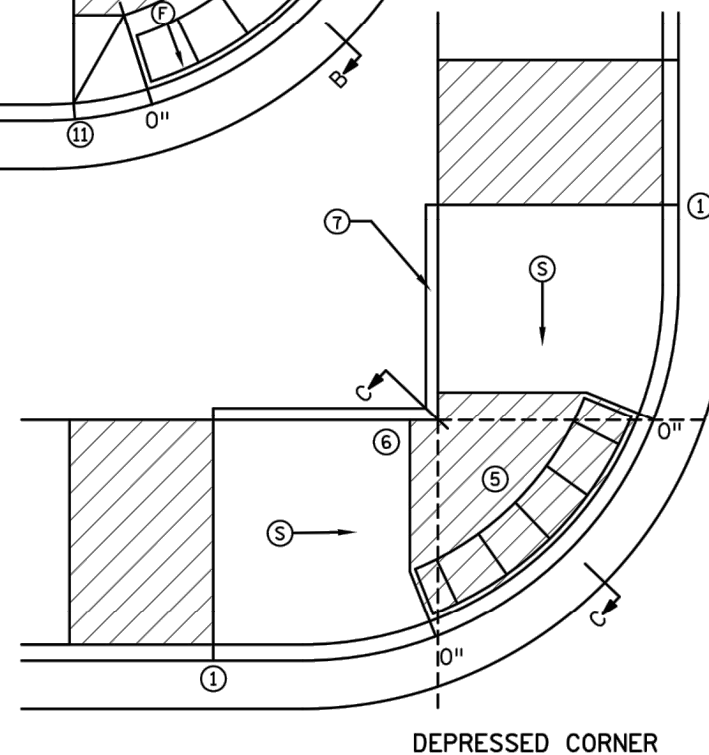
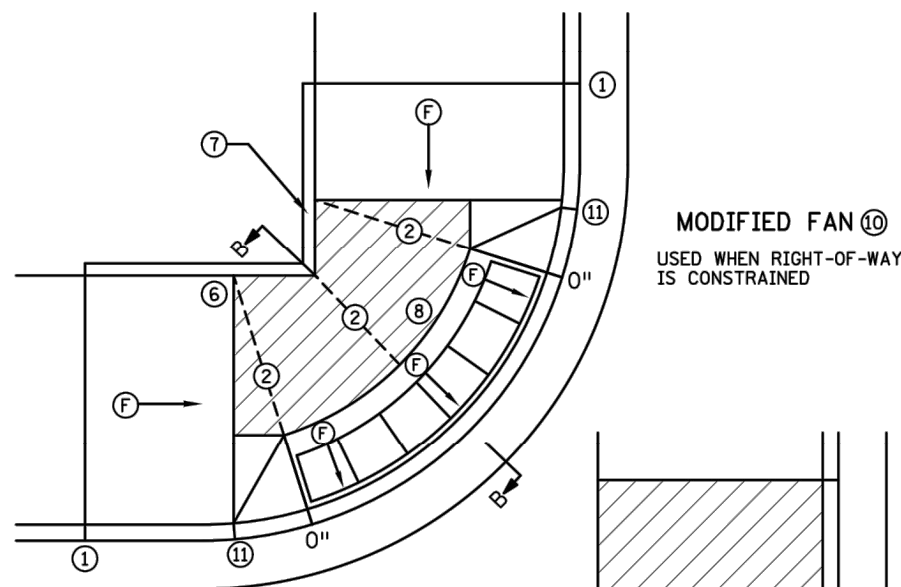
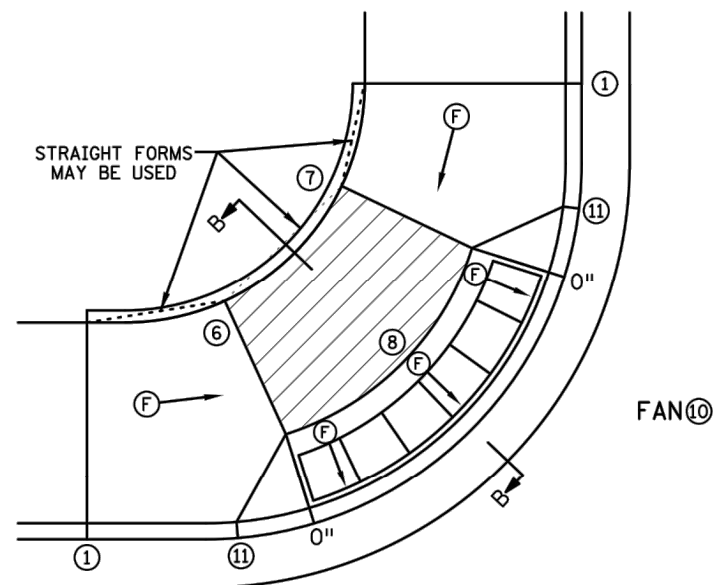
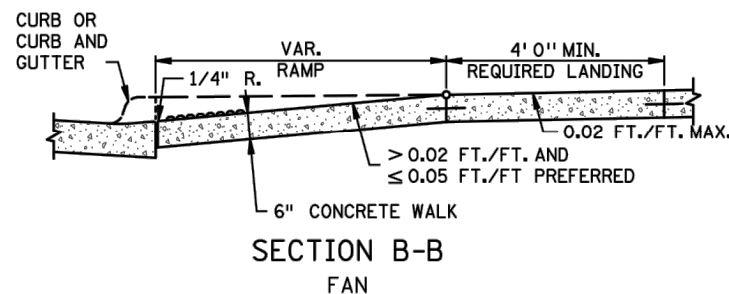
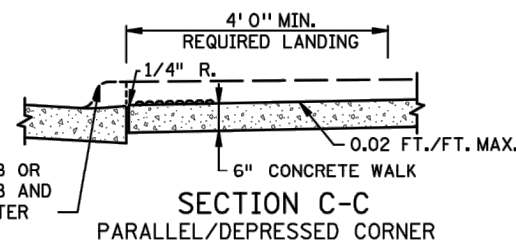
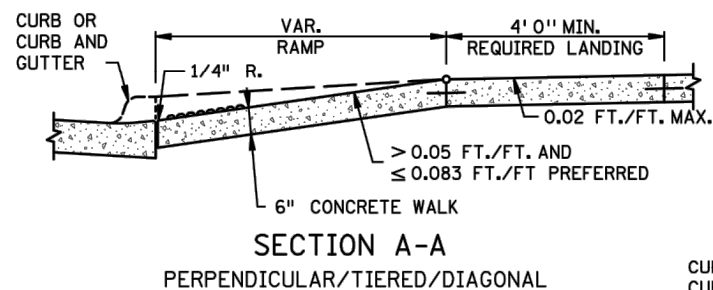
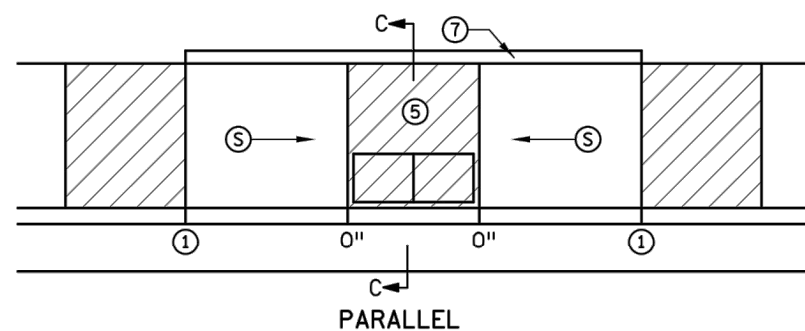
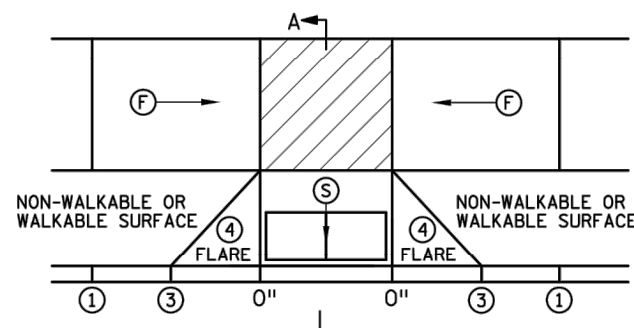
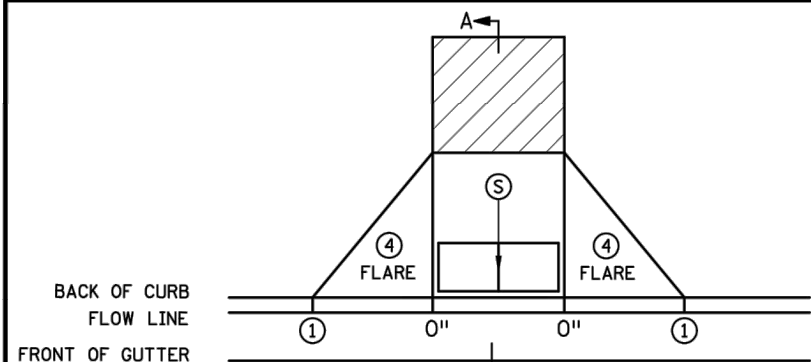
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET

15

OF

158



NOTES:

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH. (EXCEPT AS STATED IN ⑥ BELOW.)
- TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- 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.
- 4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNING SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNING IS ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNING SHOULD NOT BE GREATER THAN 20 FEET.
- RECTANGULAR DETECTABLE WARNING SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNING SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

- ① MATCH FULL HEIGHT CURB.
- ② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- ③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- ④ SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- ⑤ DETECTABLE WARNING MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- ⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- ⑦ WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- ⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- ⑨ PAVE FULL WALK WIDTH.
- ⑩ "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- ⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

- THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - ⑥ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - ⑦ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
 - X" CURB HEIGHT

REVISION:

APPROVED: 11-04-2021

Jeffrey J. Perkins
OPERATIONS DIVISION



STANDARD PLAN 5-297.250

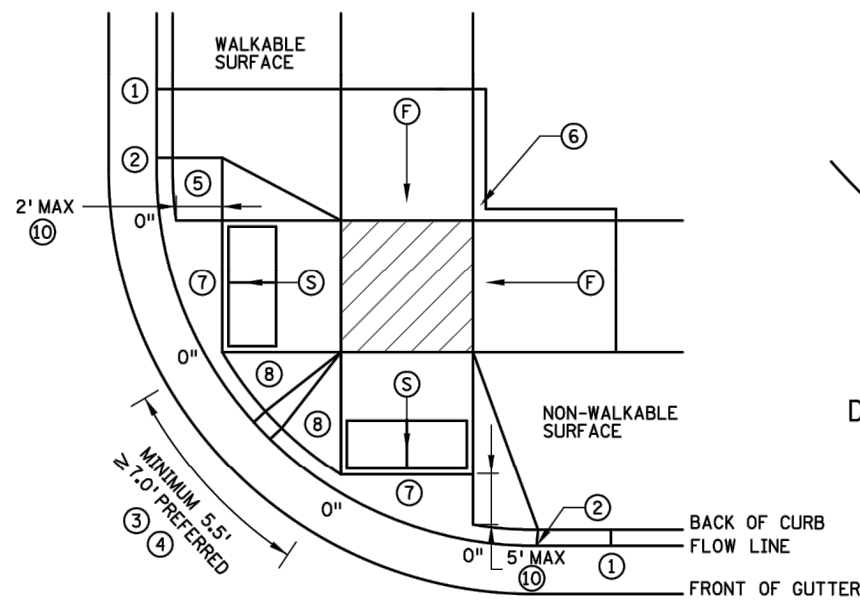
1 OF 6

Tom Styrbicki
THOMAS STYRBICKI
STATE DESIGN ENGINEER

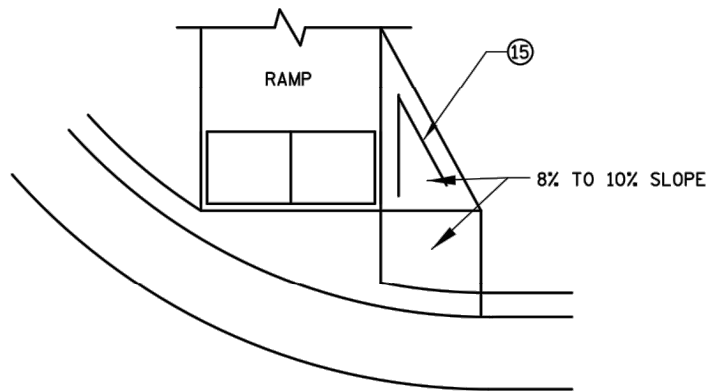
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REVISED:

PEDESTRIAN CURB RAMP DETAILS

SHEET NO. 16 OF 158 SHEETS

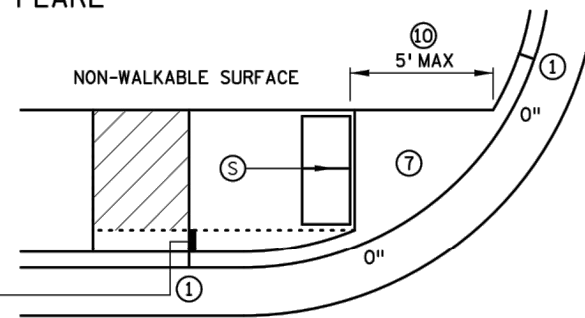


COMBINED DIRECTIONAL

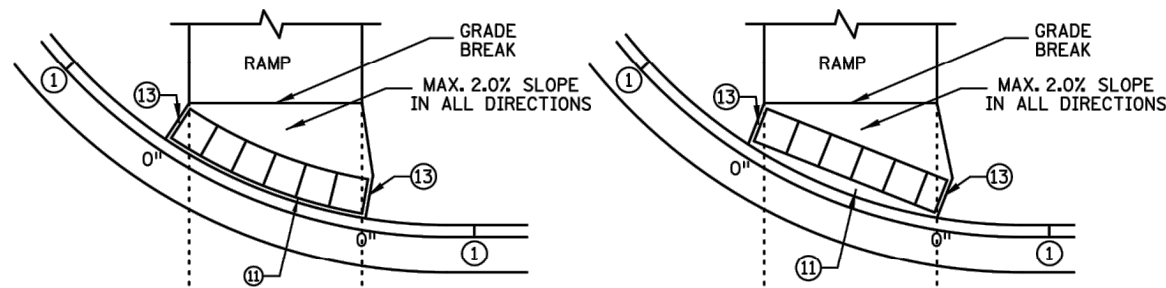


DIRECTIONAL RAMP WALKABLE FLARE

IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.

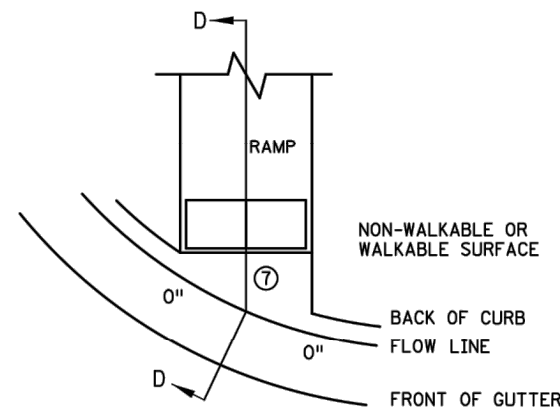


STANDARD ONE-WAY DIRECTIONAL ⑨

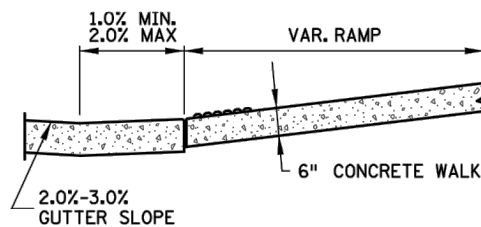


DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED ⑫

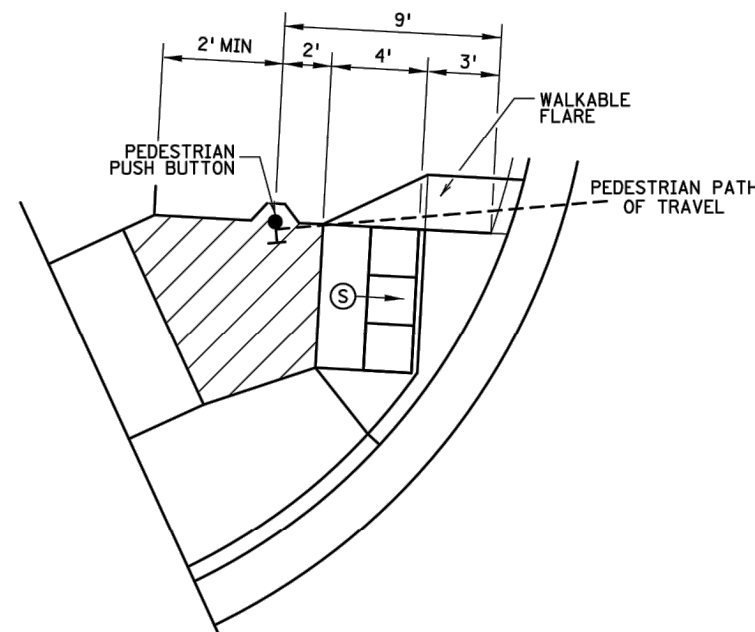
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



CURB FOR DIRECTIONAL RAMPS ⑭



SECTION D-D



SEMI-DIRECTIONAL RAMP ③④⑨

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB
PRIMARYLY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

⑮ PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

⑥ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

⑦ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

X" CURB HEIGHT

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Jeffrey Perkins
OPERATIONS DIVISION

MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

STANDARD PLAN 5-297.250

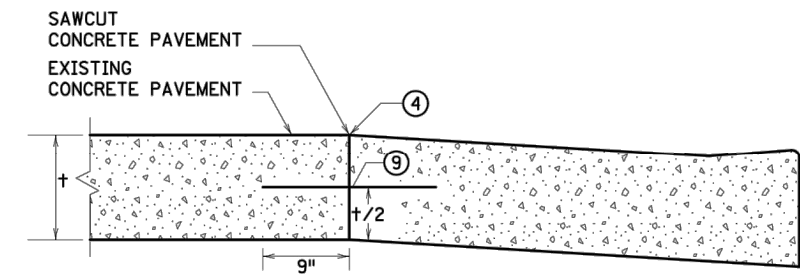
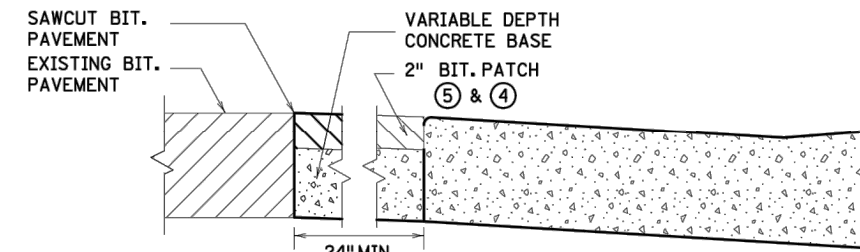
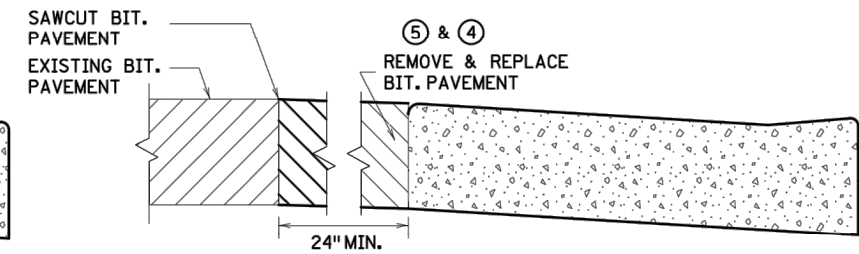
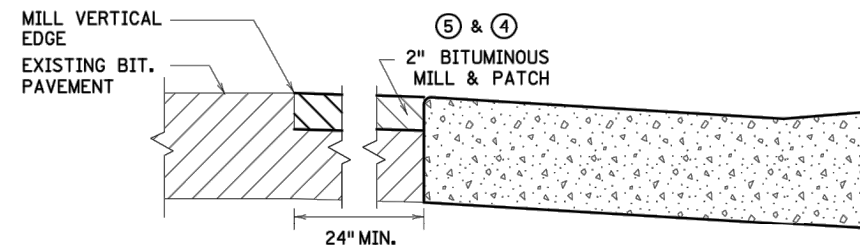
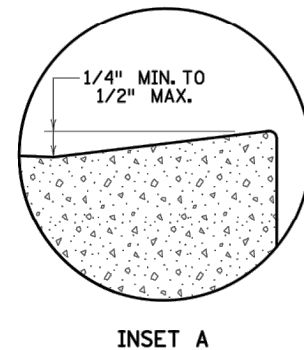
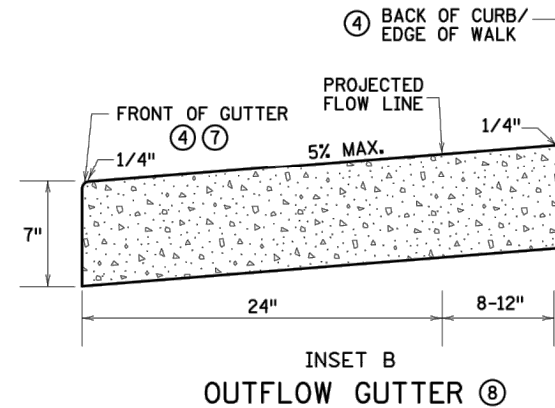
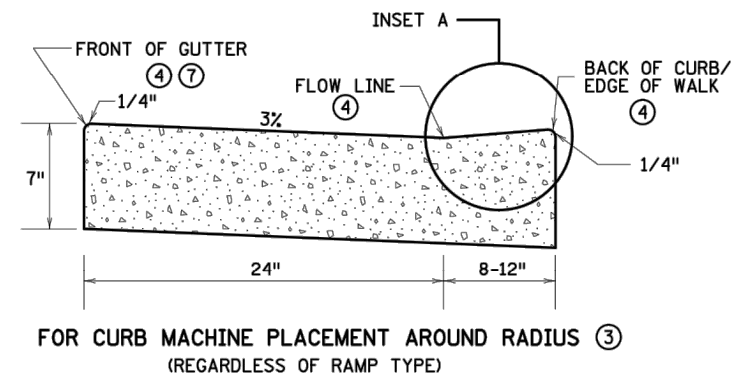
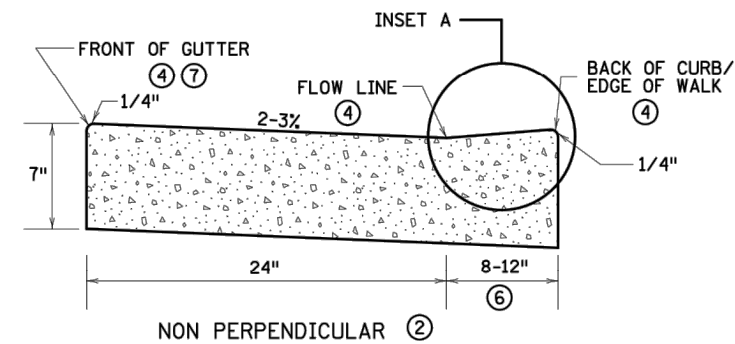
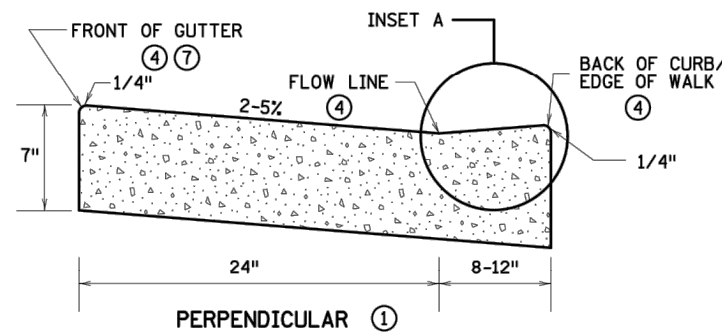
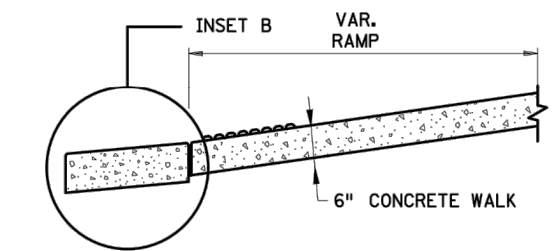
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THOMAS STYRBICKI
STATE DESIGN ENGINEER

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REVISED:

PEDESTRIAN CURB RAMP DETAILS

SHEET NO. 17 OF 158 SHEETS

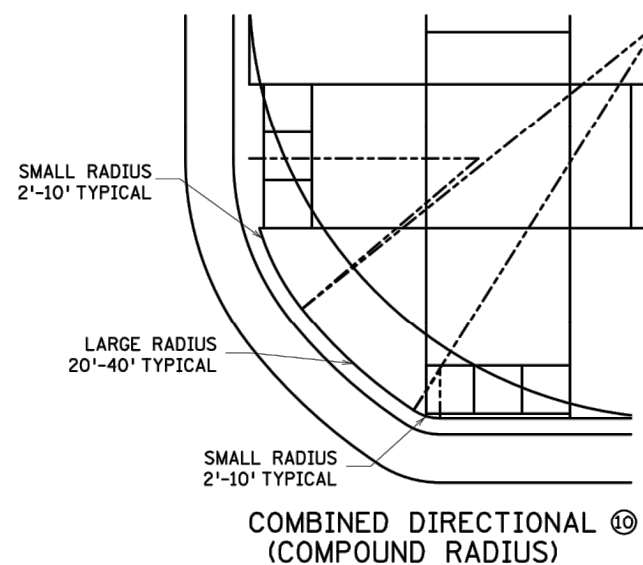
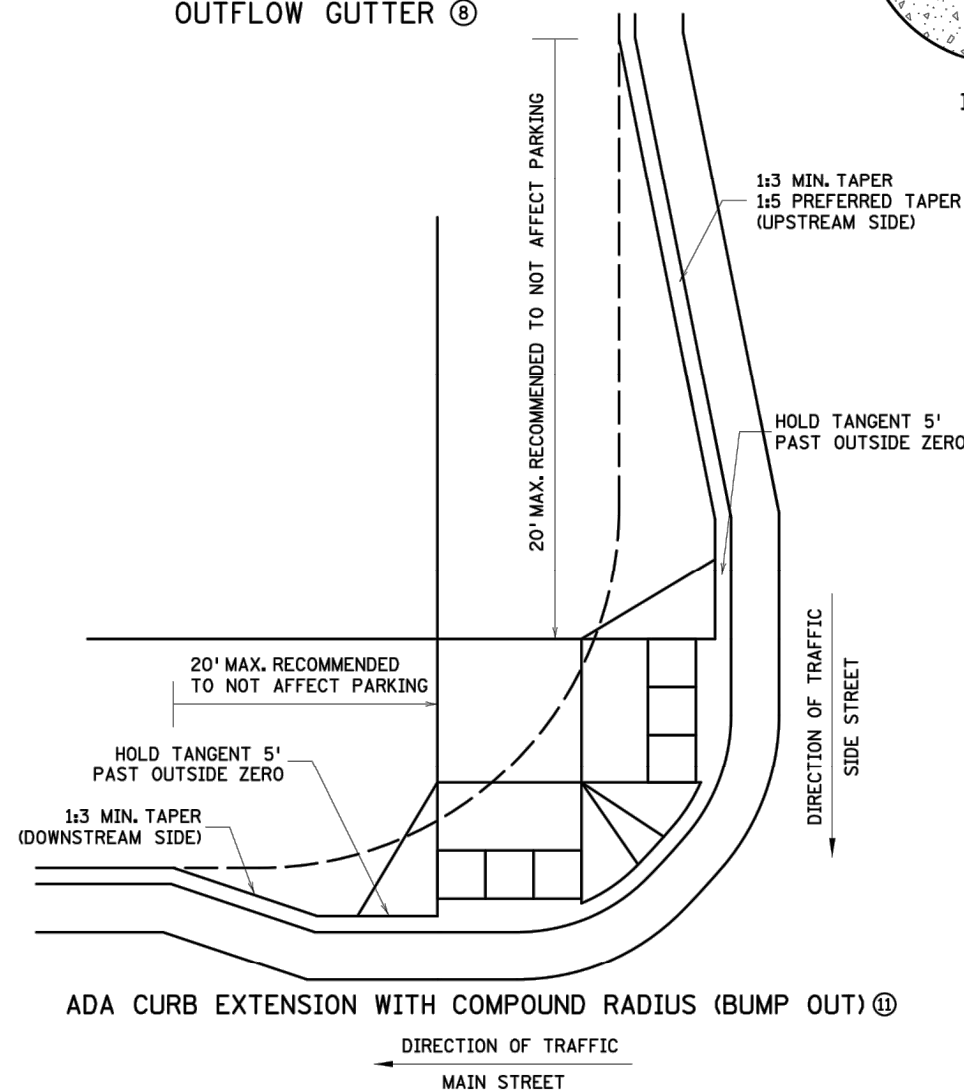


ONLY ALLOWED PER ENGINEER'S APPROVAL

PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS

NOTES:

- POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
- ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- ① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.
- ② FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
- ③ BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
- ④ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
- ⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
- ⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
- ⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
- ⑧ SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
- ⑨ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.
- ⑩ HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
- ⑪ CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.



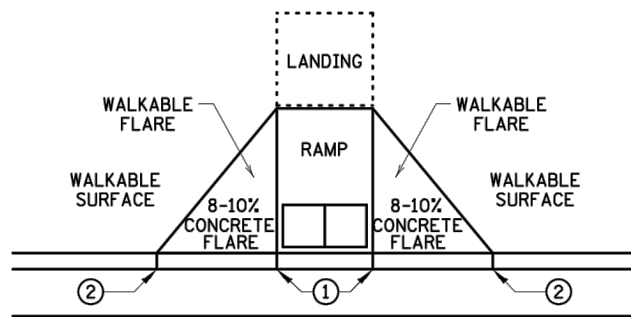
COMBINED DIRECTIONAL (COMPOUND RADIUS)

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<i>Jeffrey J. Perkins</i>
JEFFREY PERKINS
OPERATIONS DIVISION

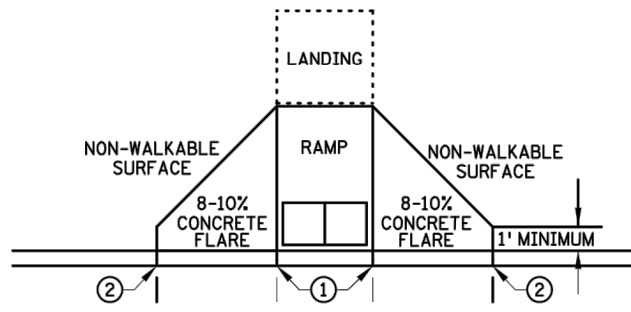


STANDARD PLAN 5-297.250	3 OF 6
<i>Tom Styrbicki</i>	APPROVED: 11-04-2021
THOMAS STYRBICKI	REVISOR:
STATE DESIGN ENGINEER	

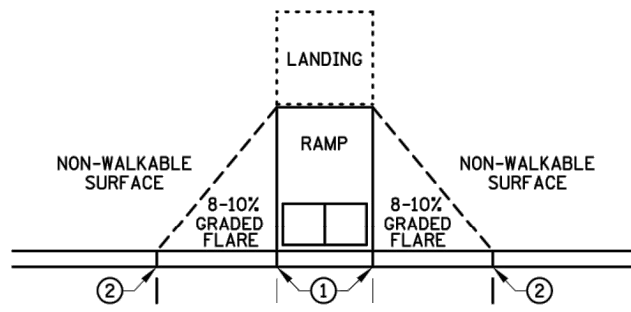
PEDESTRIAN CURB RAMP DETAILS



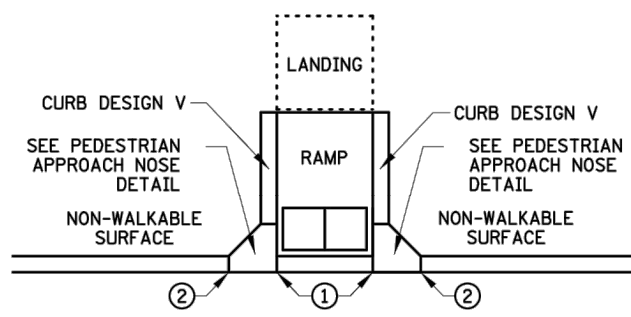
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

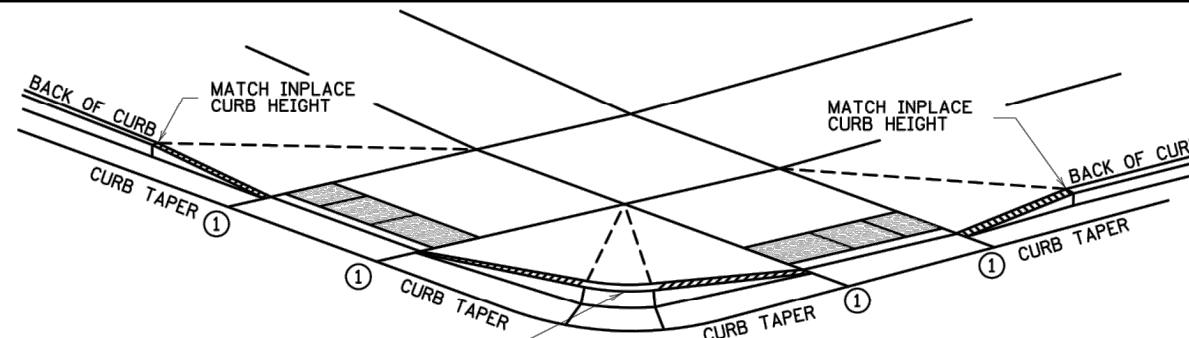


GRADED FLARES



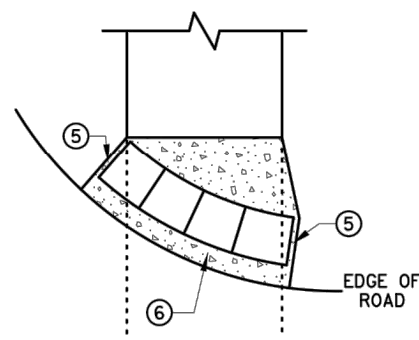
RETURNED CURB ④

TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

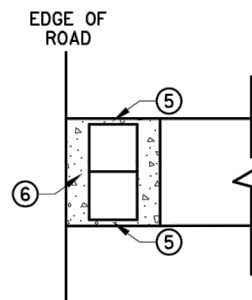


3" MINIMUM CURB HEIGHT, 4" PREFERRED
(MEASURED AT FRONT FACE OF CURB)
FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

DETECTABLE EDGE WITH
CURB AND GUTTER ⑦

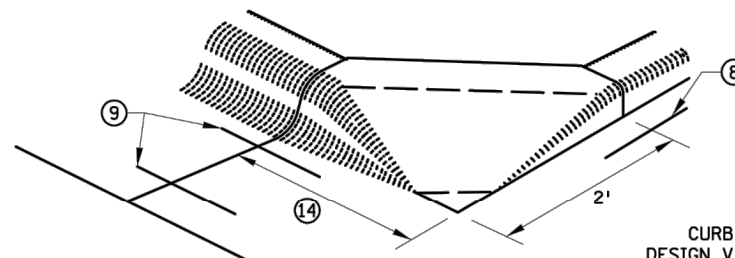


RADIAL DETECTABLE WARNING

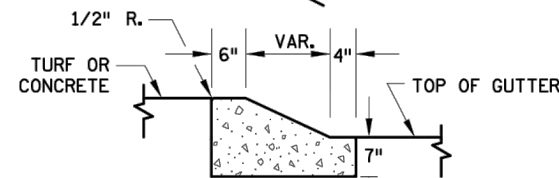


RECTANGULAR DETECTABLE WARNING

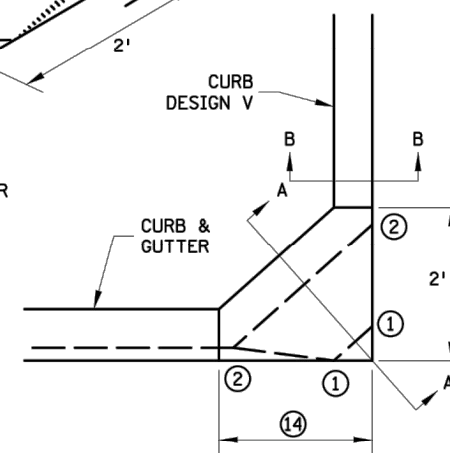
DETECTABLE EDGE WITHOUT CURB AND GUTTER



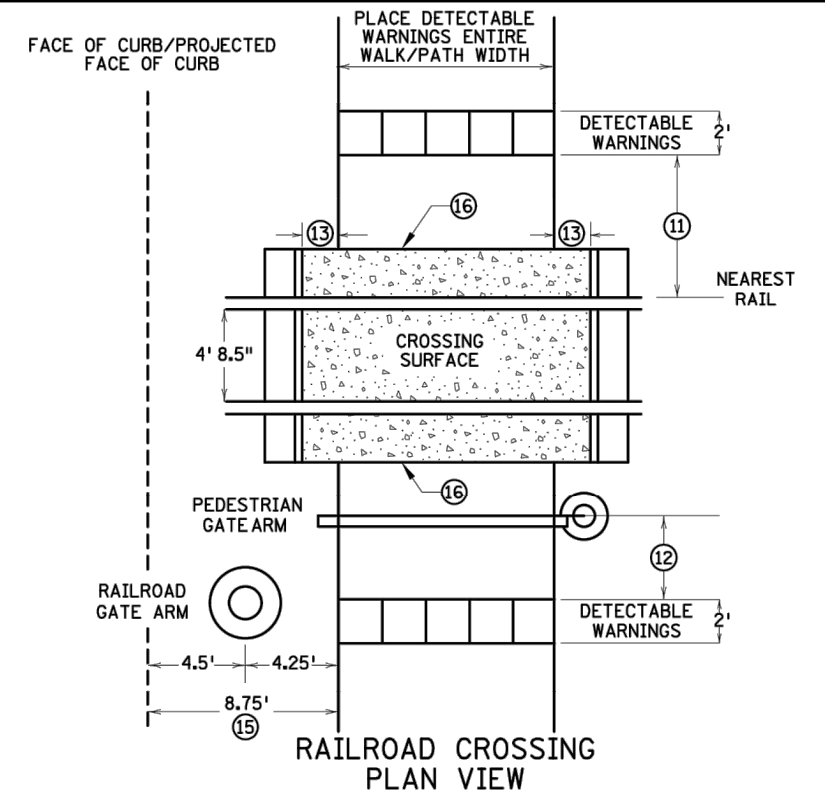
SECTION A-A



SECTION B-B



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.

② FULL CURB HEIGHT.

③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.

④ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.

⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS. AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.

⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.

⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.

⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

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Jeffrey J. Perkins
OPERATIONS DIVISION

MINNESOTA
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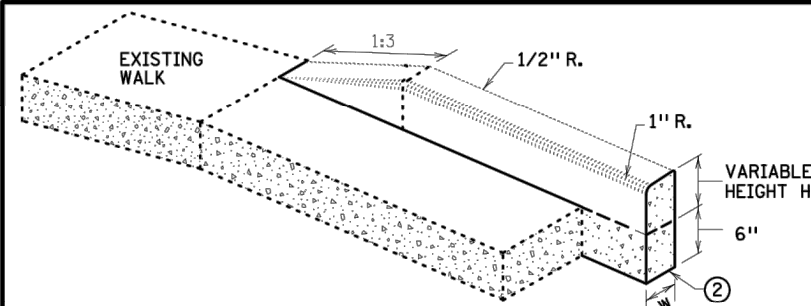
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THOMAS STYRBICKI
STATE DESIGN ENGINEER

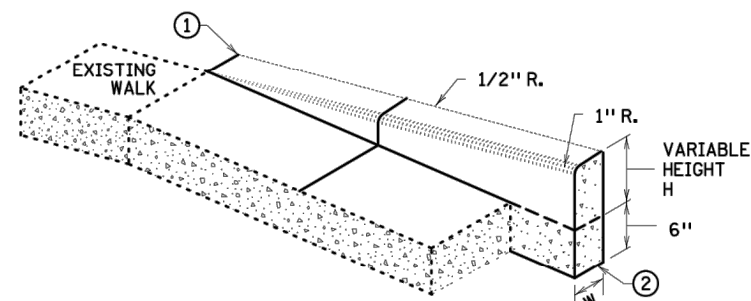
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PEDESTRIAN CURB RAMP DETAILS

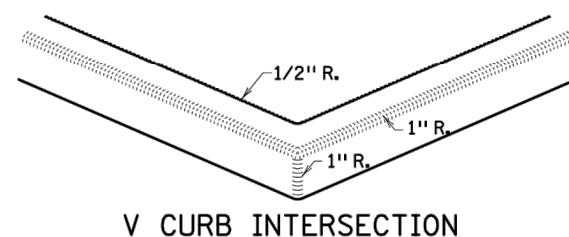
SHEET NO. 19 OF 158 SHEETS



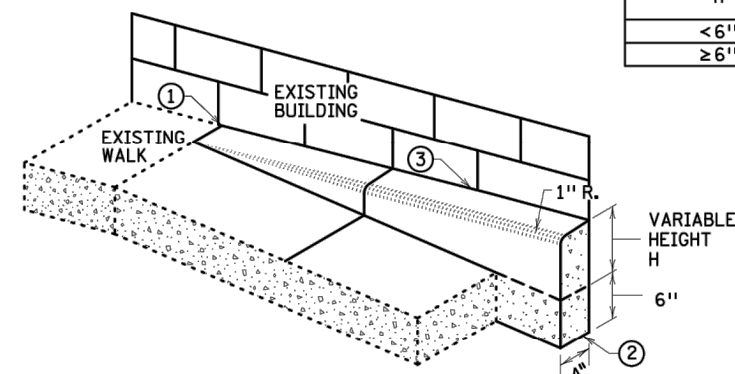
V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS



V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS

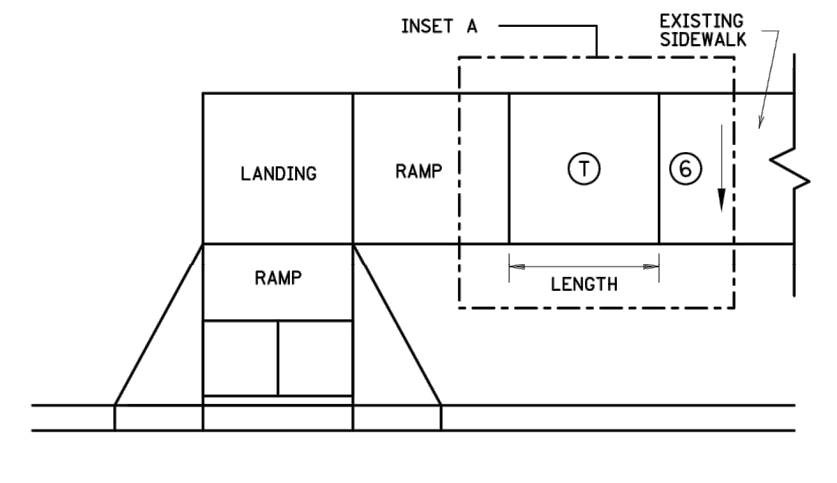


V CURB INTERSECTION

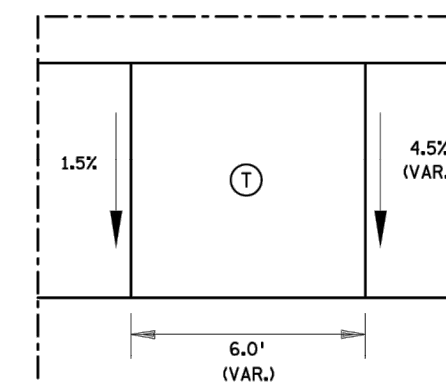


V CURB ADJACENT TO BUILDING
OR BARRIER

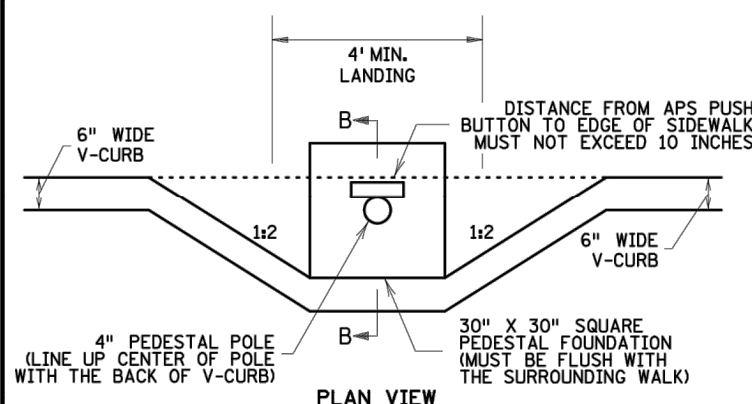
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



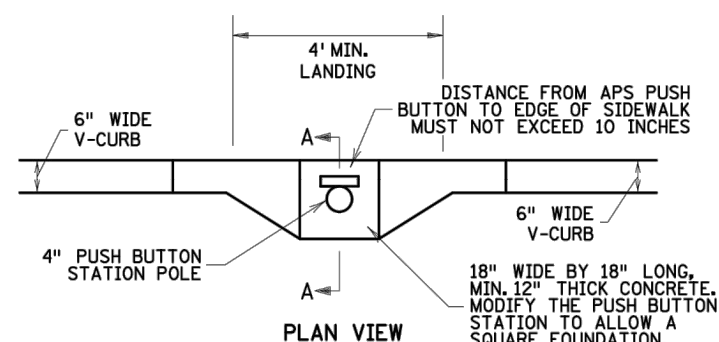
TRANSITION PANEL ④ ⑤



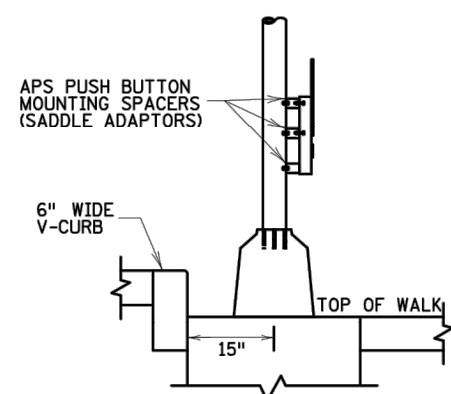
INSET A



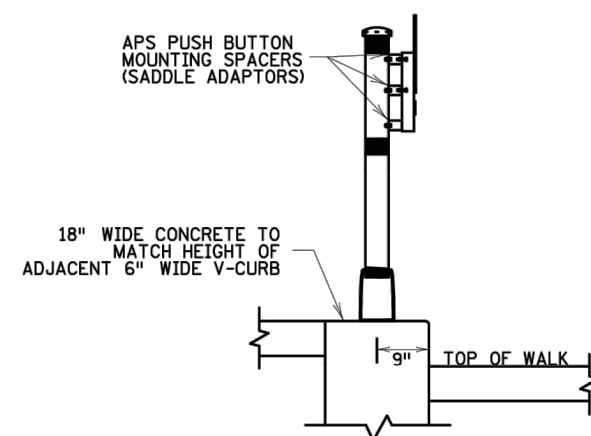
PLAN VIEW



PLAN VIEW



SECTION B-B
SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A
PUSH BUTTON STATION (V-CURB)

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
- ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
- ⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
- ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- ① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION:
APPROVED: 11-04-2021
Jeffrey Perkins
OPERATIONS DIVISION

MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

STANDARD PLAN 5-297.250

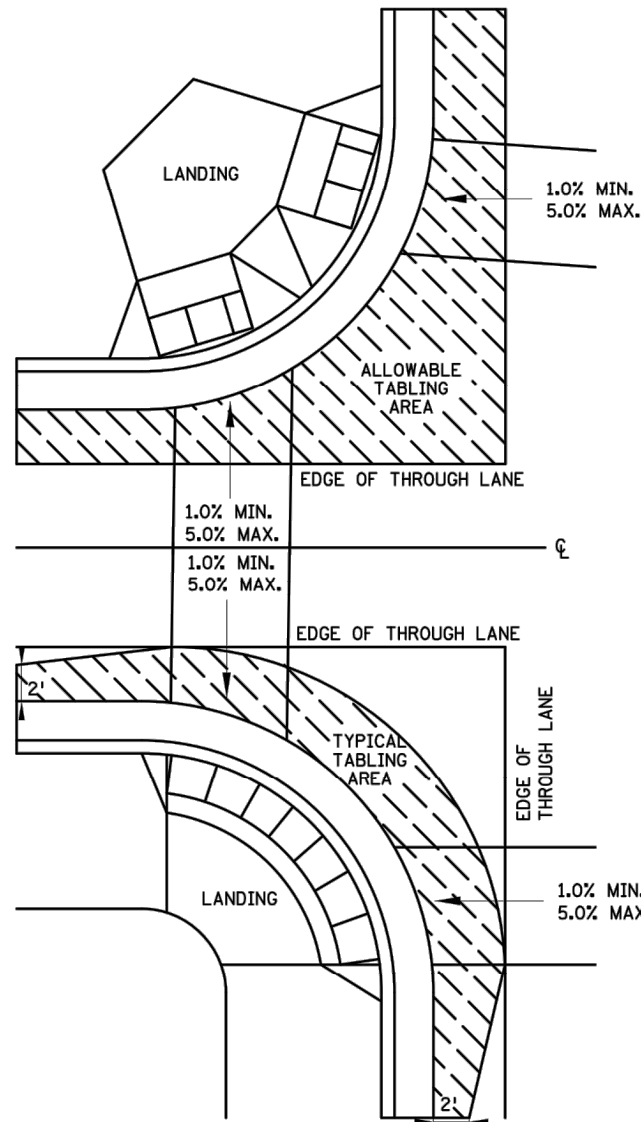
5 OF 6

THOMAS STYRBICKI
STATE DESIGN ENGINEER

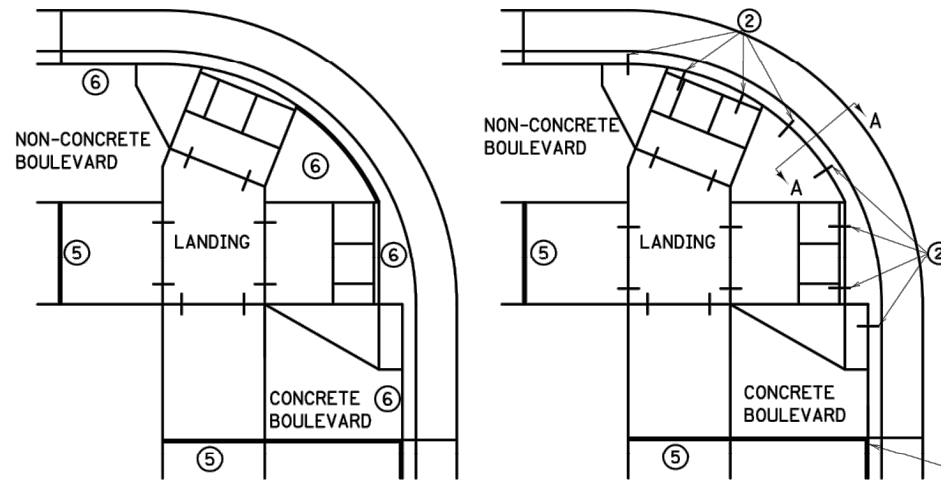
APPROVED: 11-04-2021
REVISED:

PEDESTRIAN CURB RAMP DETAILS

SHEET NO. 20 OF 158 SHEETS

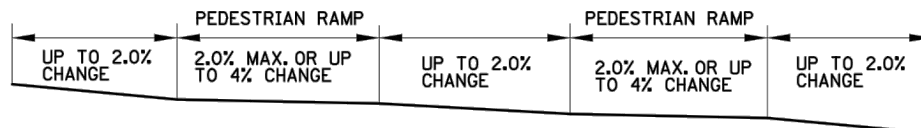


CURB LINE AND ROAD CROSSING ADJUSTMENTS

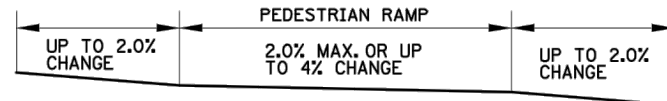


EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS

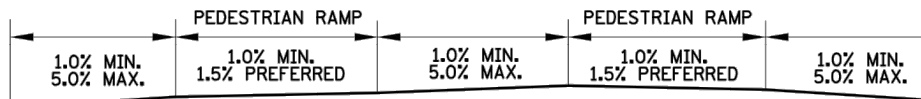
CURB LINE REINFORCEMENT ④ PLACEMENT ON BITUMINOUS ROADWAYS



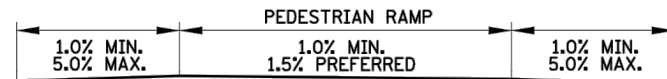
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



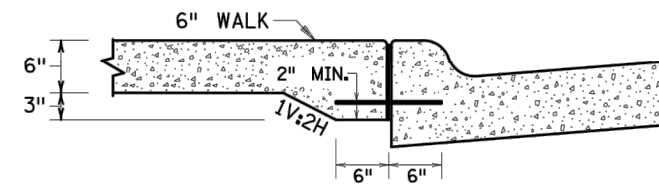
FLOW LINE PROFILE "TABLE" - FAN



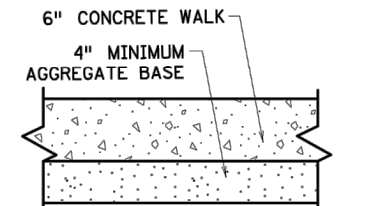
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



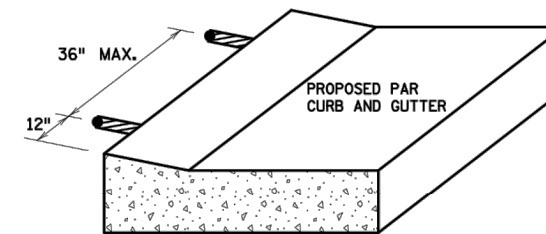
FLOW LINE PROFILE RAISE - FAN



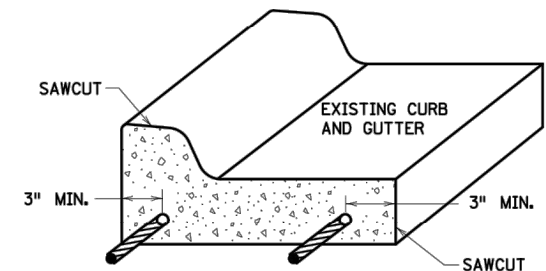
SECTION VIEW A-A THICKENED SECTION THROUGH CURB RAMP FLARES



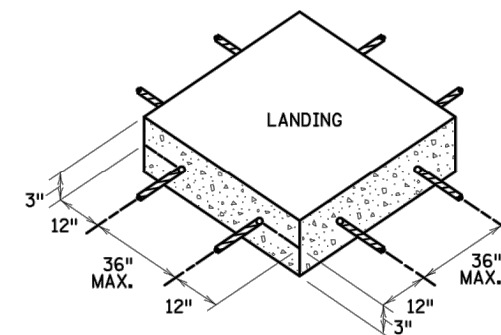
TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER



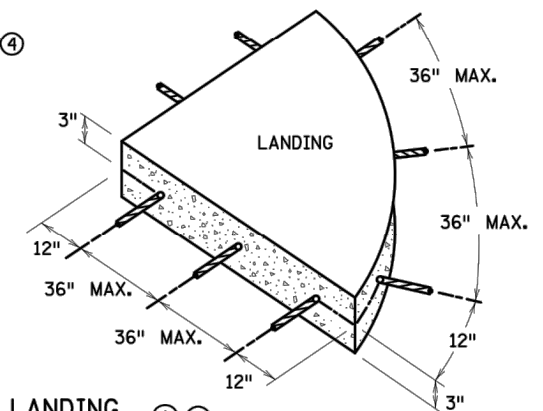
CURB RAMP REINFORCEMENT DETAILS ② ④



CURB AND GUTTER REINFORCEMENT ③



SEPARATE LANDING POUR REINFORCEMENT ① ②



GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

REVISION:

APPROVED: 11-04-2021

Jeffrey J. Perkins

JEFFREY PERKINS
OPERATIONS DIVISION

m
MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

STANDARD PLAN 5-297.250

6 OF 6

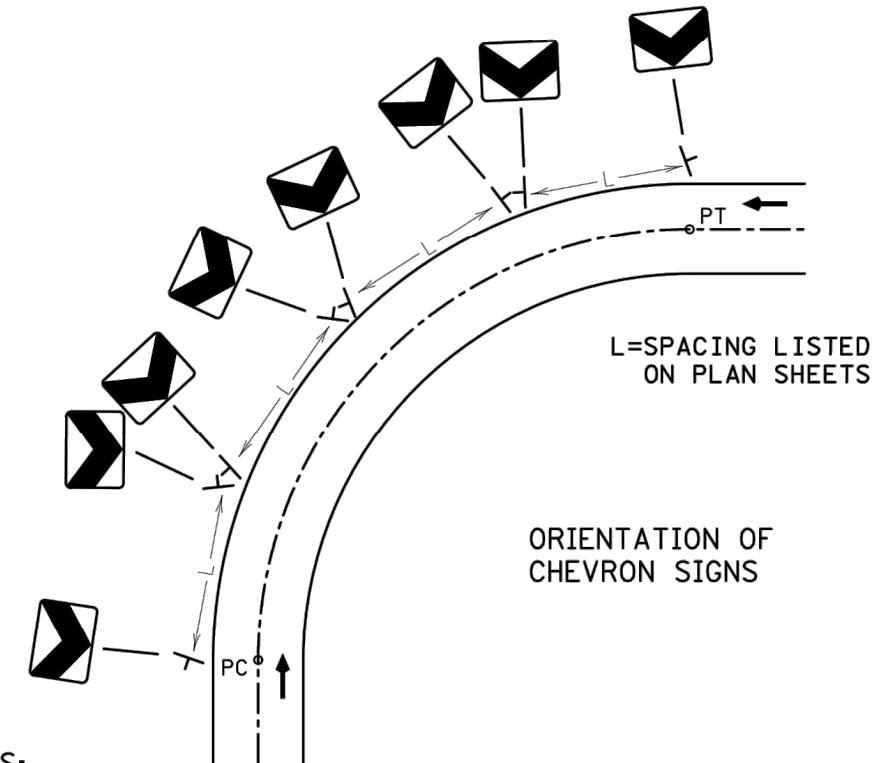
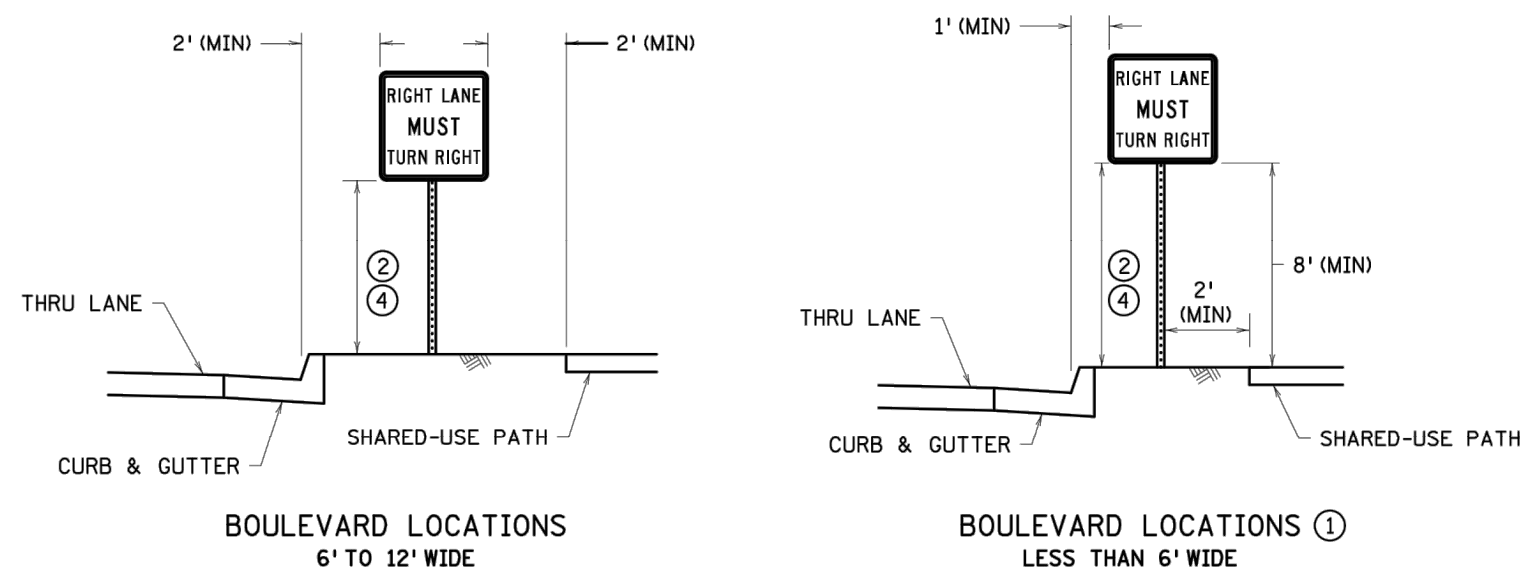
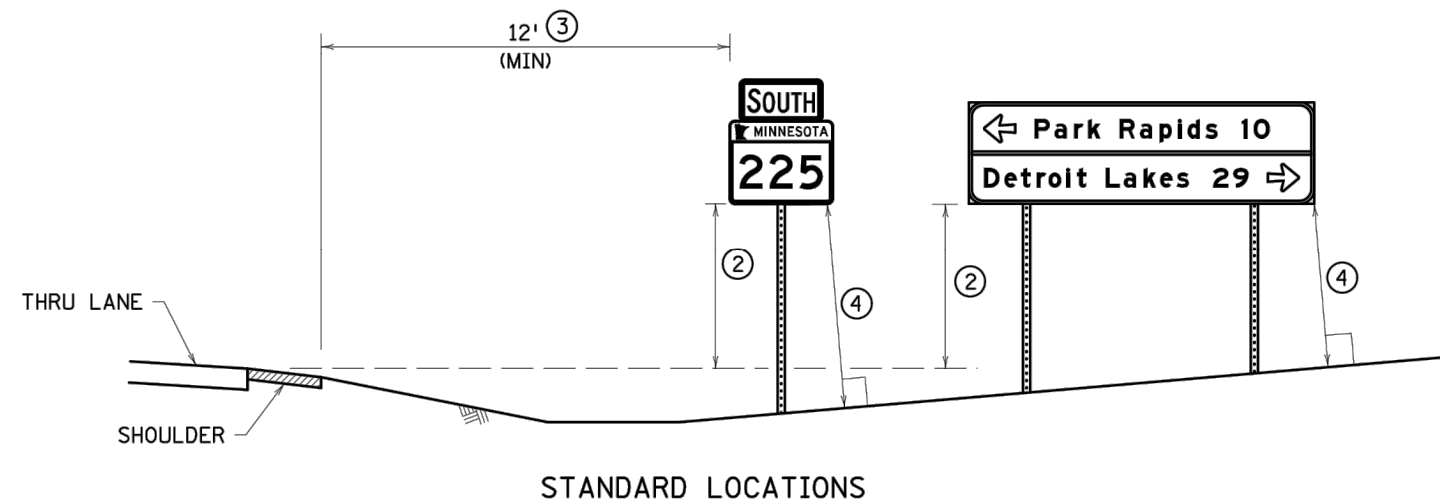
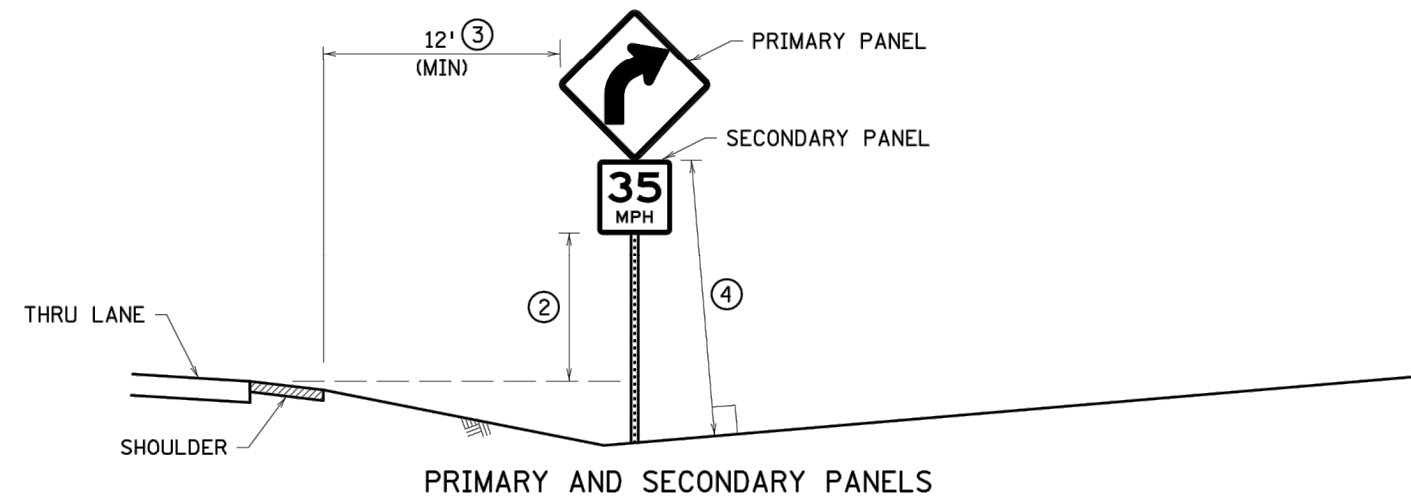
APPROVED: 11-04-2021

REVIS:

Tom Styrbicki

THOMAS STYRBICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS



NOTES:

PLACE SIGNS AND ORIENT THEM APPROXIMATELY AS SHOWN IN THE PLAN, AT RIGHT ANGLES TO THE DIRECTION OF, AND FACING THE TRAFFIC THEY ARE INTENDED TO SERVE, UNLESS OTHERWISE SPECIFIED. TO AVOID SPECULAR GLARE, TURN SIGNS APPROXIMATELY THREE DEGREES AWAY FROM APPROACHING TRAFFIC.

IF A SIGN NEEDS TO BE REPOSITIONED FROM THE PROPOSED PLAN LOCATION IN ORDER TO AVOID CONFLICTS WITH UTILITIES OR OBSTACLES, CONTACT THE PROJECT ENGINEER.

MOUNT SIGN FACES PLUMB.

LATERAL CLEARANCES GIVEN APPLY TO RIGHT AND/OR LEFT SIDE INSTALLATION.

ERECT OR CONSTRUCT SIGN SUPPORT SO THAT NO PORTION OF THE SIGN PANEL IS WITHIN 15' OF THE RAIL OF A RAILROAD TRACK.

PLACE SIGNS SUCH THAT OBSTACLES DO NOT BLOCK THEM FROM BEING VIEWED BY THE APPROACHING TRAFFIC.

PLACE SIGNS A MINIMUM OF 10' FROM THE NEAREST OBSTACLE. OBSTACLES MAY INCLUDE, BUT ARE NOT LIMITED TO, LIGHT POLES, TREES, SIGNS, AND BUILDINGS. SIGNS MAY BE PLACED CLOSER TO SIGNS IN TIGHT AREAS, BUT NO MORE THAN TWO POSTS IN A 7' DIAMETER CIRCLE.

AVOID PLACING SIGNS IN DITCH BOTTOMS.

- ① ONLY USE WHEN BOULEVARD IS TOO NARROW TO OBTAIN ADEQUATE CURBED LOCATION SIGN OFFSETS.
- ② ALL SIGN MOUNTING HEIGHTS ARE MEASURED VERTICALLY FROM THE BOTTOM OF THE LOWEST SIGN PANEL TO THE TOP OF THE CURB, OR IN ABSENCE OF CURB, TO THE NEAR EDGE OF THE THRU-LANE PAVEMENT. SEE SIGN TABULATIONS.
- ③ MINIMUM OFFSET MAY BE REDUCED TO AT LEAST 6' FROM SHOULDER AND AT LEAST 12' FROM THRU LANE IF SITE CONDITIONS PROHIBIT A 12' OFFSET FROM SHOULDER.
- ④ CRASHWORTHY HEIGHT IS AT LEAST 7' FOR BREAKAWAY STRUCTURES AND AT LEAST 4' FOR BENDABLE STRUCTURES. SEE SPECIFIC SQUARE TUBE BASE STRUCTURE PLAN FOR CRASH RESPONSE TYPE. THE CRASHWORTHY HEIGHT IS MEASURED TO THE BOTTOM OF THE PRIMARY SIGN PANEL EXCLUDING ANY SECONDARY SIGN PANELS, MARKERS, DELINEATORS, AND REFERENCE LOCATION SIGN PANELS. ANY SECONDARY SIGN PANELS MOUNTED TO MORE THAN ONE POST ARE CONSIDERED PRIMARY SIGN PANELS FOR CRASHWORTHY PURPOSES.

LEAD EXPERT OFFICE

BRIAN SORENSON
STATE TRAFFIC ENGINEER
OFFICE OF TRAFFIC ENGINEERING



STANDARD PLAN 5-297.701

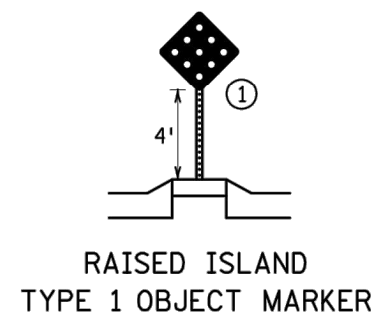
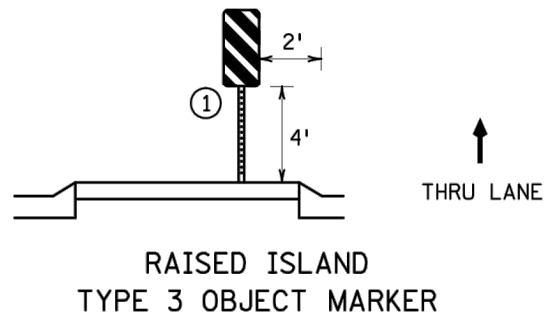
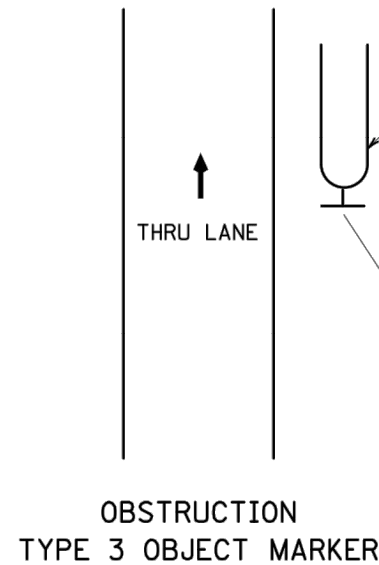
1 OF 1

THOMAS STYRBICKI
STATE DESIGN ENGINEER

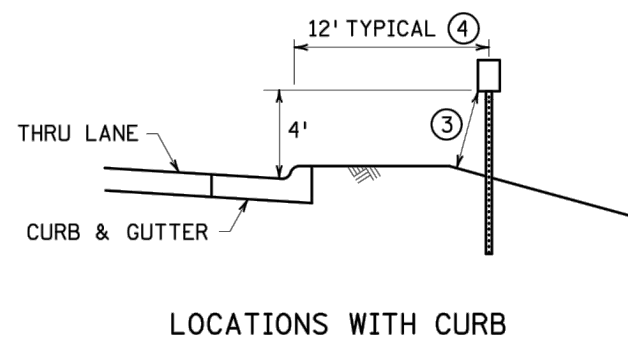
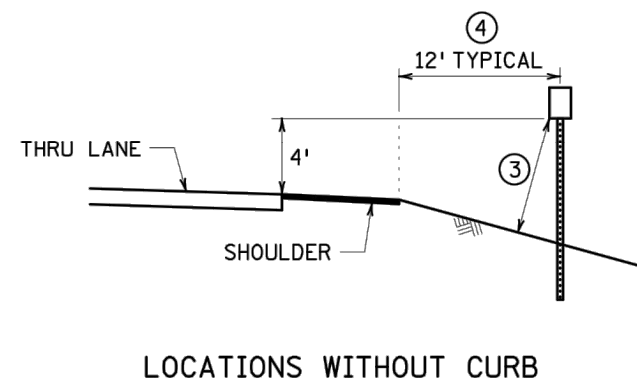
APPROVED: 08-09-2023
REVISED:

STANDARD SIGN PLACEMENT

SHEET NO. 22 OF 158 SHEETS



MARKER TYPICAL PLACEMENT



DELINEATOR TYPICAL PLACEMENT

NOTES:

FOR DELINEATOR OFFSETS AT RAMP GORES, SEE STANDARD PLAN 5-297.703.

- ① PLACE MARKER AS CLOSE TO THE BEGINNING OF MEDIAN AS POSSIBLE.
- ② PLACE THE EDGE OF THE OBJECT MARKER THAT IS CLOSEST TO THE ROAD USER IN LINE WITH THE CLOSEST EDGE OF THE OBSTRUCTION. ANGLE THE STRIPES DOWNWARD TOWARDS THE SIDE TRAFFIC IS TO PASS THE OBSTRUCTION.
- ③ THE CRASHWORTHY HEIGHT FROM THE GROUND TO ANY PORTION OF THE SIGN PANEL IS AT LEAST 7' FOR BREAKAWAY STRUCTURES AND AT LEAST 4' FOR BENDABLE STRUCTURES. SEE SPECIFIC SQUARE TUBE BASE STRUCTURE PLAN FOR CRASH RESPONSE TYPE.
- ④ ADJUST OFFSET TO MATCH OTHER SIGN OFFSETS ALONG ROADWAY CORRIDOR, BUT NOT MORE THAN 12' NOR LESS THAN 2'.

REVISION:

APPROVED: 02-28-2022

BRIAN SORENSON
STATE TRAFFIC ENGINEER



STANDARD PLAN 5-297.702

1 OF 1

THOMAS STYRBICKI
STATE DESIGN ENGINEER

APPROVED: 02-28-2022
REVISED:

DELINEATOR AND MARKER PLACEMENT

SHEET NO. 23 OF 158 SHEETS

Plot Date: 01/10/2024 - 12:52pm



733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

TRAFFIC

- WORK AREA WILL BE CLOSED TO TRAFFIC DURING CONSTRUCTION
- HADLEY AVENUE S. DETOUR TO BE INPLACE PRIOR TO ROAD CLOSURE

STAGE 1



STAGE 2

STAGE 3

GENERAL NOTES:

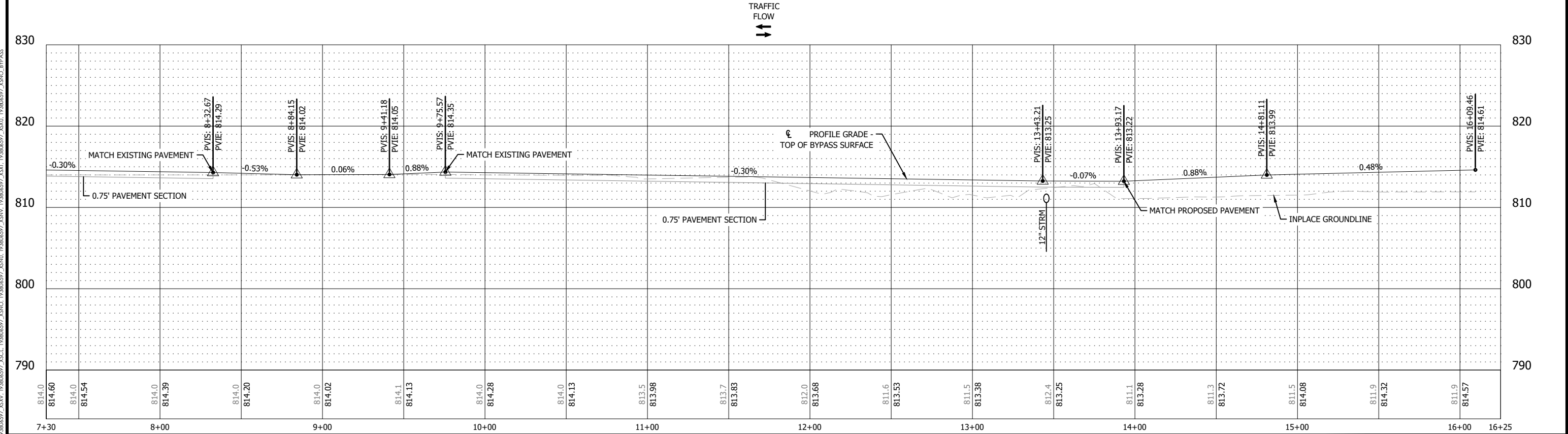
- CHANGES TO STAGING PLAN MUST BE APPROVED BY THE ENGINEER BEFORE IMPLEMENTATION.
- MUST ALLOW ACCESS TO ALL BUSINESSES WITHIN CONSTRUCTION AREA.
- FLAGGING OPERATIONS ARE REQUIRED FOR ANY WORK WHERE TWO LANES OF TRAFFIC CANNOT BE MAINTAINED AT ALL TIMES.

[illegible]

SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE:  DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	

NO.	DATE	APPR	REVISION	SURVEY	PSW.	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	TRAFFIC CONTROL AND DETOUR PLAN 103RD STREET S. BYPASS ROAD	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
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			PROJ. NO.	193806597							158

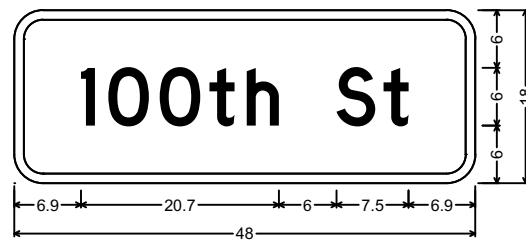
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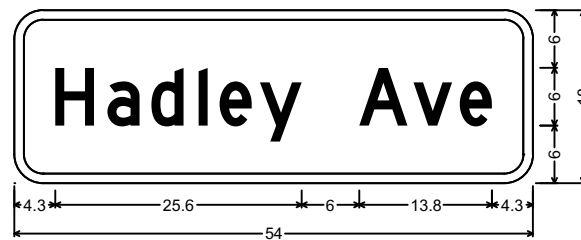
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			APPROVED	DRS							
			PROJ. NO.	193806597							

SIGN LEGEND

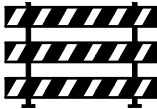
1. ALL TRAFFIC CONTROL DEVICES, INCLUDING OVERHEAD SIGNS ON ROADS OPEN TO TRAFFIC THAT ARE NOT CONSISTENT WITH TRAFFIC OPERATION SHALL BE COVERED, REMOVED OR REVISED AS DIRECTED BY THE ENGINEER.
2. WHEN SIGNS ARE INSTALLED, THEY SHALL BE MOUNTED ON POSTS DRIVEN INTO THE GROUND AT THE PROPER HEIGHT AND LATERAL OFFSET AS DETAILED IN THE MNMUTCD. IF THIS IS NOT POSSIBLE THEY WILL BE MOUNTED ON PORTABLE SUPPORTS AS APPROVED BY THE ENGINEER. WHEN THE SIGNS ARE REMOVED THE SIGN POSTS SHALL ALSO BE REMOVED AS SOON AS POSSIBLE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXTRA SIGNING NEEDED TO FACILITATE TRAFFIC SWITCHES OR FOR TRANSITIONING TRAFFIC FROM ONE STAGE TO ANOTHER.
4. ALL SIGNS SHALL MEET MINIMUM RETRO-REFLECTIVITY REQUIREMENTS AS OUTLINED IN THE MNMUTCD.
5. LONGITUDINAL DROPOFFS SHALL BE SIGNED AS SHOWN IN THE "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS" FIELD MANUAL UNLESS OTHERWISE SPECIFIED IN THESE PLANS.
6. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE FINAL SIGNS TO ASSURE THAT THE FINAL SIGNS ARE INSTALLED AS NEEDED, OR PROVIDE TEMPORARY SIGNING AT THEIR EXPENSE UNTIL THE FINAL SIGNING IS INSTALLED.



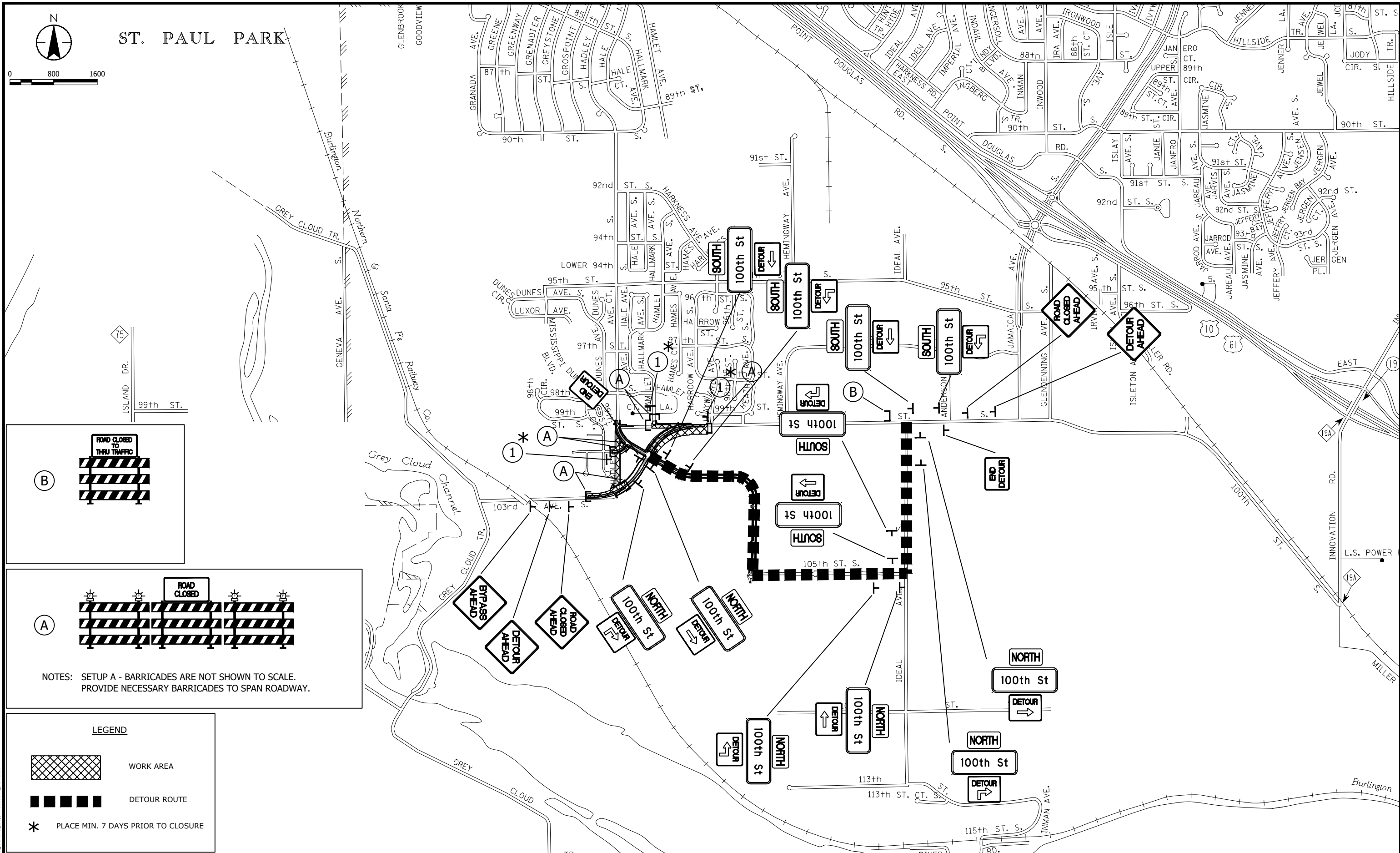
3.0" Radius, 1.0" Border, Black on Orange;
"100th St", D;



3.0" Radius, 1.0" Border, Black on Orange;
"Hadley Ave", D;

Item	Sign	Size	Color	Material
1		G20-X1 72X60	BLACK ON ORANGE	BLACK ON WHITE
		M3-1 24X12		BLACK ON WHITE
		M3-2 24X12		BLACK ON WHITE
		M3-3 24X12		BLACK ON WHITE
		M3-4 24X12		BLACK ON WHITE
		R11-2 48X30	BLACK ON WHITE	
		R11-4 60X30	BLACK ON WHITE	
		M4-8a 24X18	BLACK ON ORANGE	
		M4-9m (ATL) 30X24	BLACK ON ORANGE	
		M4-9m (ATR) 30X24	BLACK ON ORANGE	
		M4-9m (L) 30X24	BLACK ON ORANGE	
		M4-9m (R) 30X24	BLACK ON ORANGE	
		TYPE A FLASHER		
		TYPE III BARRICADE		
		TRAFFIC SIGN		
		TYPE III BARRICADE		

NO	DATE	APPR	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u>[Signature]</u> DATE: <u>01/04/2024</u> LIC. NO.: <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	TRAFFIC CONTROL AND DETOUR PLAN NOTES AND LEGEND	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
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				DESIGNED	MAF						OF
				CHECKED	JDP						
				APPROVED	DRS						158
				PROJ. NO.	193806597						



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			DRAWN	MAF	29					
			DESIGNED	MAF	OF					
			CHECKED	JDP	158					
			APPROVED	DRS						
				PROJ. NO.	193806597	DATE:	01/04/2024	LIC. NO.	40973	

LEGEND

XXX ALIGNMENT NAME

0 200 400

N

HADLEY AVE S.

102ND ST S.

EX 103RD - HADLEY AVE

103RD ST S.

HAMLET AVE S.

EX 100TH ST

HAYWARD AVE S.

HEATH AVE S.

93 95 100 105 110 115

1104 1095 1090

1076 1080 1085

NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973

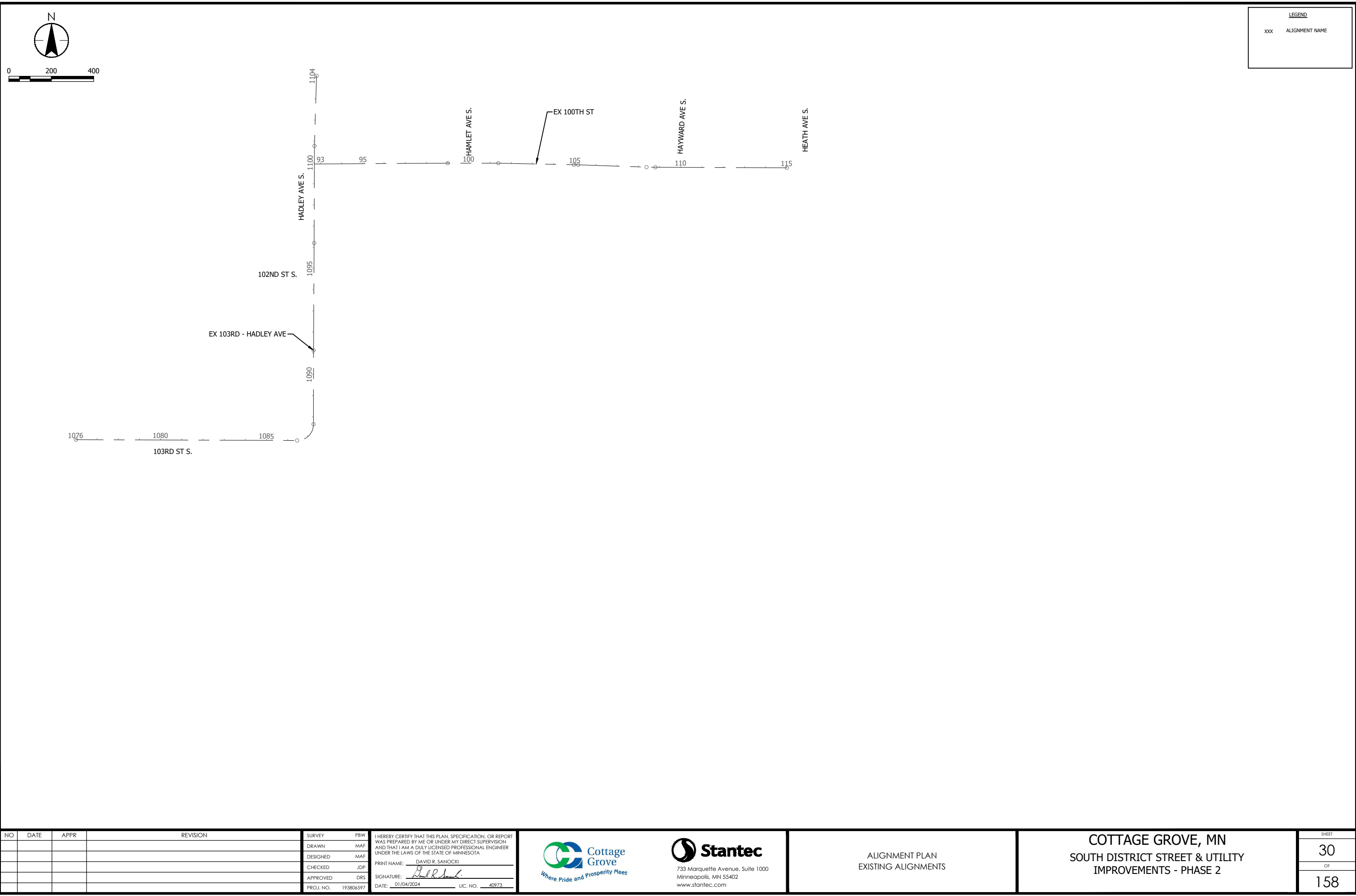
 **Cottage Grove**
Where Pride and Prosperity Meet

 **Stantec**
733 Marquette Avenue, Suite 1000
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ALIGNMENT PLAN
EXISTING ALIGNMENTS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
30
OF
158



NO	DATE	APPR	REVISION

	SURVEY	PBW
	DRAWN	MAF
	DESIGNED	MAF
	CHECKED	JDP
	APPROVED	DRS
	PROJ. NO.	193806597

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: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973

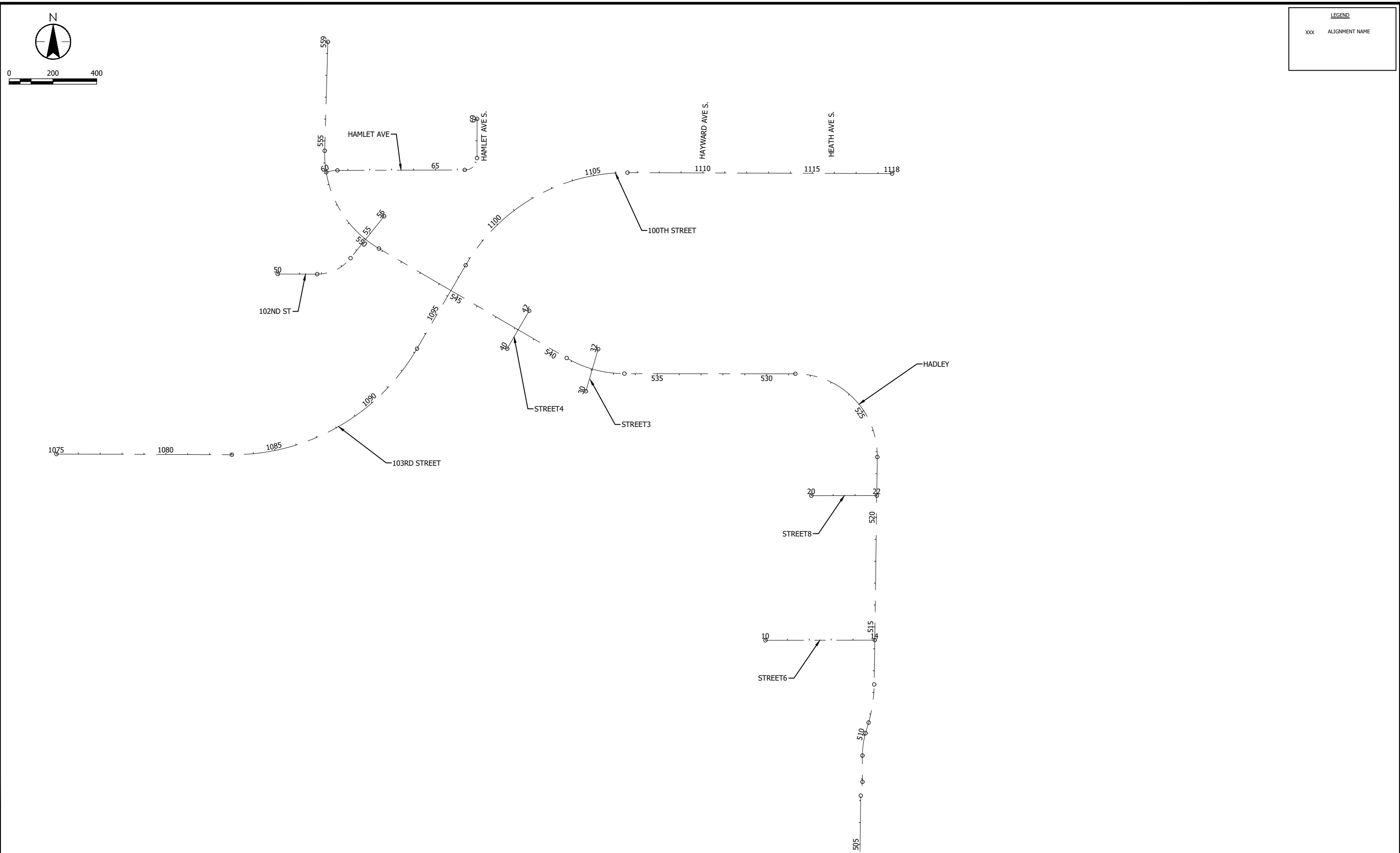


ALIGNMENT PLAN

EXISTING ALIGNMENTS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
30
OF
158

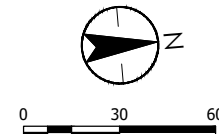


NO				DATE				APPR				REVISION				SURVEY		PBW		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u> PROJ. NO. <u>193806597</u>  Cottage Grove Where Pride and Prosperity Meet  733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com ALIGNMENT PLAN PROPOSED ALIGNMENTS COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2 SHEET 31 OF 158									
												DRAWN		MAF															
								DESIGNED		MAF																			
								CHECKED		JDP																			
								APPROVED		DRS																			

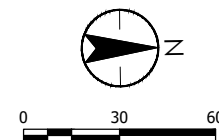
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HAMLET AVE													
SEGMENT	BEGIN STATION	END STATION	PI STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	BEGIN (NORTH,EAST)	END (NORTH,EAST)	PI (NORTH, EAST)	BEGIN DIRECTION	END DIRECTION
C1707	60+00	60+52.12	60+26.30	19°02'30"	36°32'04"	156.83	26.30	52.12	121424.43, 465930.22	121433.17, 465981.36	121433.09, 465955.06	N70°46'19"E	N89°48'49"E
L1078	60+52.12	66+33.79							121433.17, 465981.36	121435.57, 466563.02		N89°45'48"E	
C1708	66+33.79	67+20.46	66+88.88	89°45'36"	103°33'31"	55.33	55.10	86.68	121435.57, 466563.02	121489.61, 466619.38	121434.53, 466618.11	S88°54'45"E	N1°19'39"E
L1079	67+20.46	69+00							121489.61, 466619.38	121669.15, 466619.27		N0°02'10"W	

Plot Date: 01/10/2024 - 1:14pm
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Xrefs: REMOVALS, 193806597_XSNV, 193806597_XST, 193806597_XSV, 193806597_XSL, 193806597_XSU, 193806597_BORDER



INPLACE / REMOVALS



SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



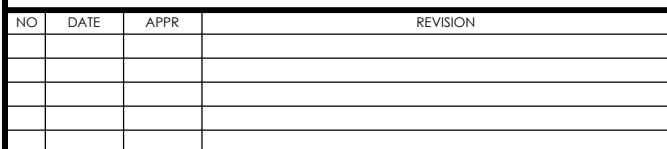
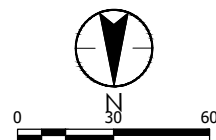
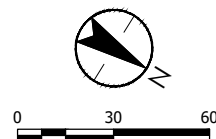
Cottage
Grove

Where Prosperity Meets



SHEET
33
OF
158

Plot Date: 01/10/2024 - 1:14pm
Drawing name: U:\193806597\



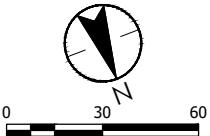
SURVEY	PBW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

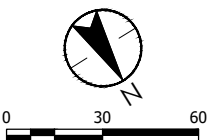
SHEET
34
OF
158

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STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT

INPLACE / REMOVALS



SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

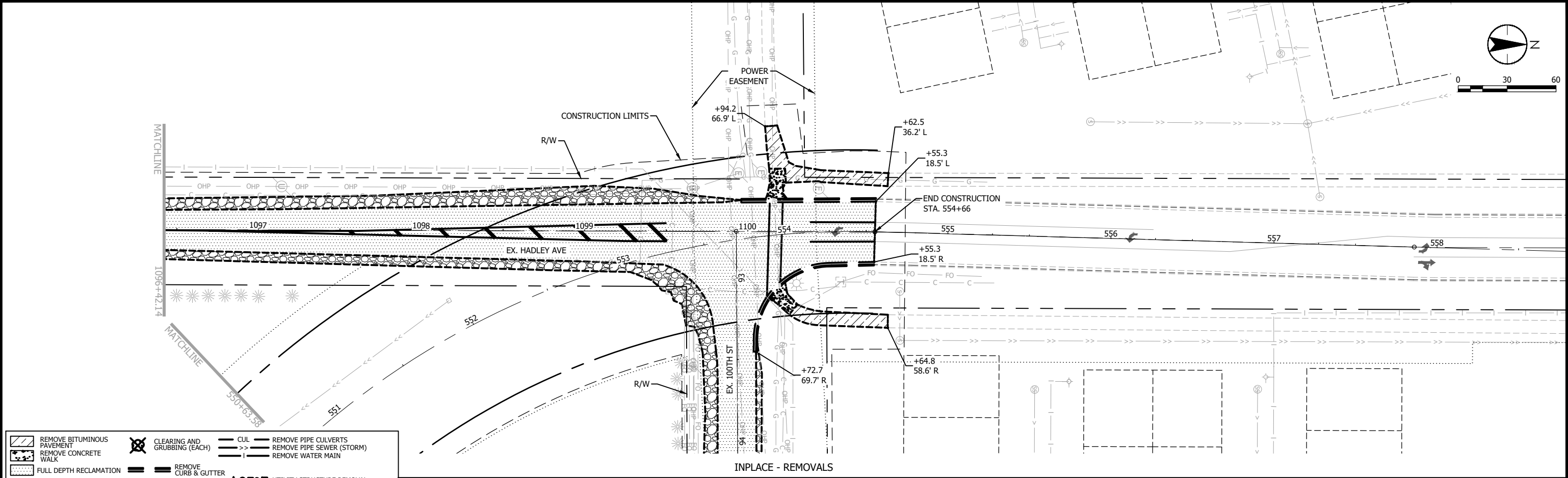
PRINT NAME: DAVID R. SANOCKI
SIGNATURE: *David R. Sanocki*



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

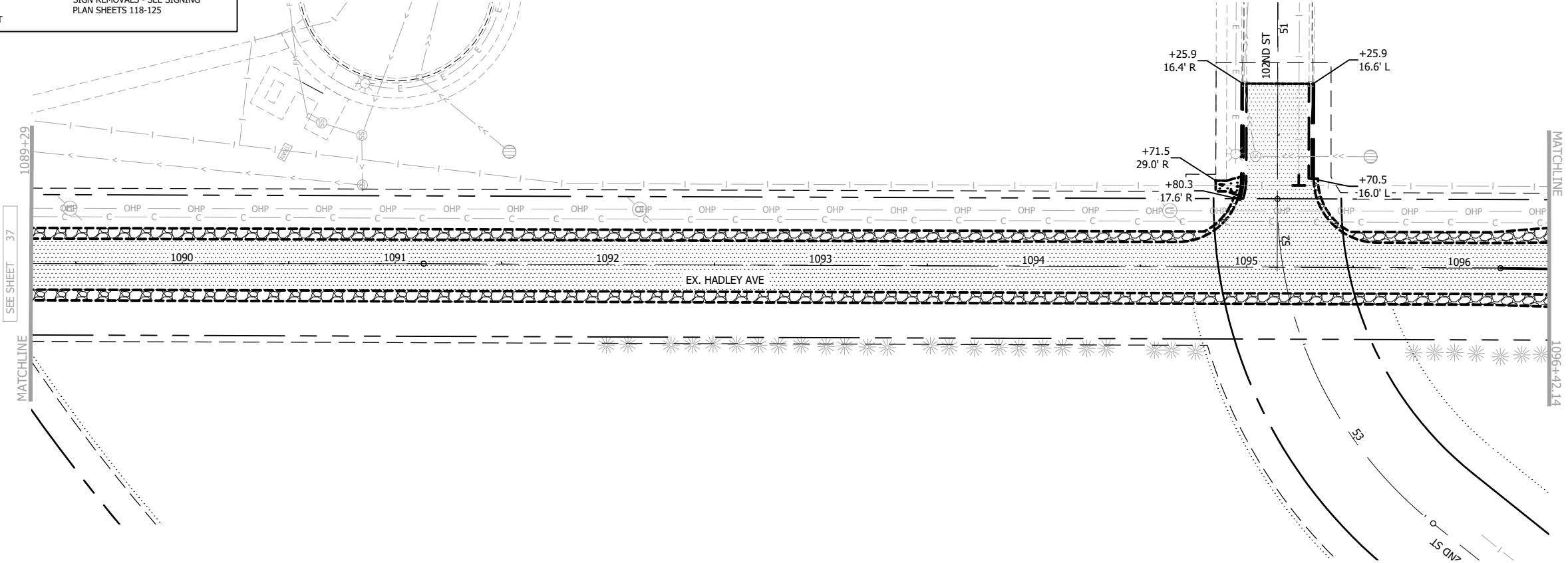
58

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



	REMOVE BITUMINOUS PAVEMENT		CLEARING AND GRUBBING (EACH)		CUL		REMOVE PIPE CULVERTS
	REMOVE CONCRETE WALK		REMOVE CURB & GUTTER		REMOVE PIPE SEWER (STORM)		REMOVE WATER MAIN
	FULL DEPTH RECLAMATION		REMOVE PAVEMENT		UTILITY STRUCTURE REMOVAL		SALVAGE LIGHTING UNIT
	REMOVE GRAVEL SHOULDER		SAWING BITUMINOUS PAVEMENT		SIGN REMOVALS - SEE SIGNING PLAN SHEETS 118-125		

STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT
STATION OFFSET INFORMATION BASED ON 102ND ST ALIGNMENT



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI
SIGNATURE:
DATE: 01/04/2024 LIC. NO.: 40973

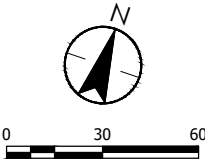
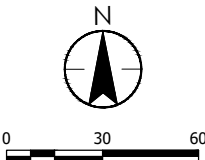


INPLACE UTILITIES, & REMOVAL PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

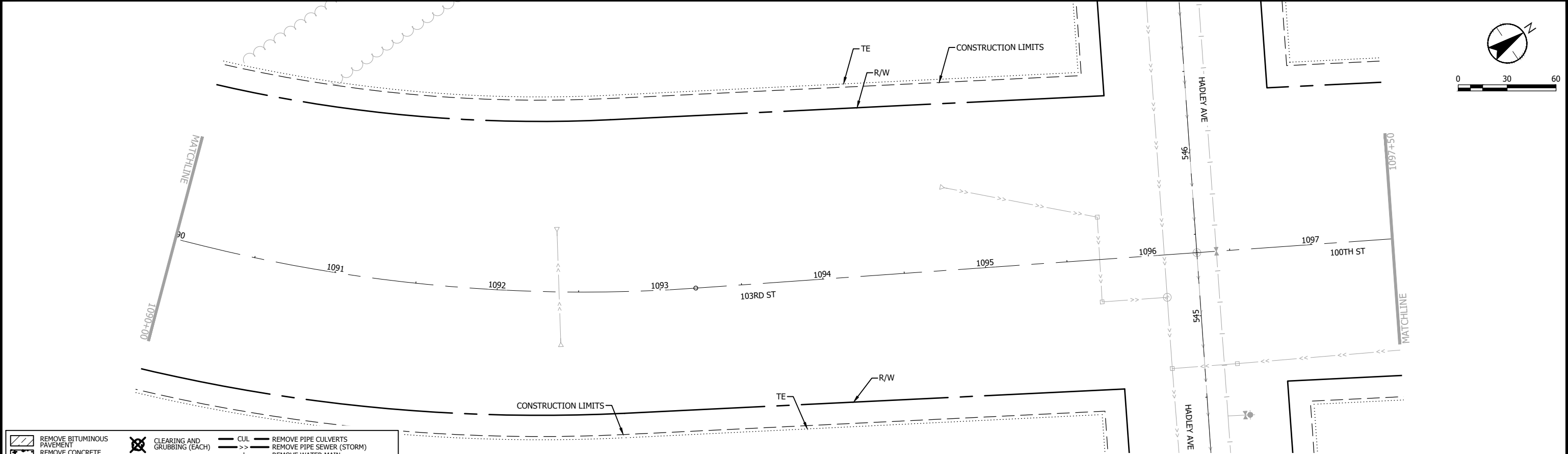
SHEET
36
OF
158

Plot Date: 01/10/2024 - 1:16pm
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Xrefs: REMOVALS, 193806597_XSV, 193806597_XSL, 193806597_XSNV, 193806597_XST, 193806597_XSU, 193806597_BORDER



NO	DATE	APPR	REVISION	SURVEY	PBW	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  Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	INPLACE UTILITIES, & REMOVAL PLAN 103RD STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI					37
			DESIGNED	MAF	SIGNATURE: 					OF
			CHECKED	JDP	DATE: 01/04/2024					158
			APPROVED	DRS	LIC. NO.: 40973					
			PROJ. NO.	193806597						

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



REMOVE BITUMINOUS PAVEMENT

REMOVE CONCRETE WALK

FULL DEPTH RECLAMATION

REMOVE GRAVEL SHOULDER

CLEARING AND GRUBBING (EACH)

REMOVE CURB & GUTTER

SAWING BITUMINOUS PAVEMENT

CUL

REMOVE PIPE CULVERTS

REMOVE PIPE SEWER (STORM)

REMOVE WATER MAIN

UTILITY STRUCTURE REMOVAL

SALVAGE LIGHTING UNIT

SIGN REMOVALS - SEE SIGNING PLAN SHEETS 118-125

STATION OFFSET INFORMATION BASED ON 100TH-103RD ALIGNMENT

NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>David R. Sanocki</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



Cottage Grove
Where Pride and Prosperity Meet



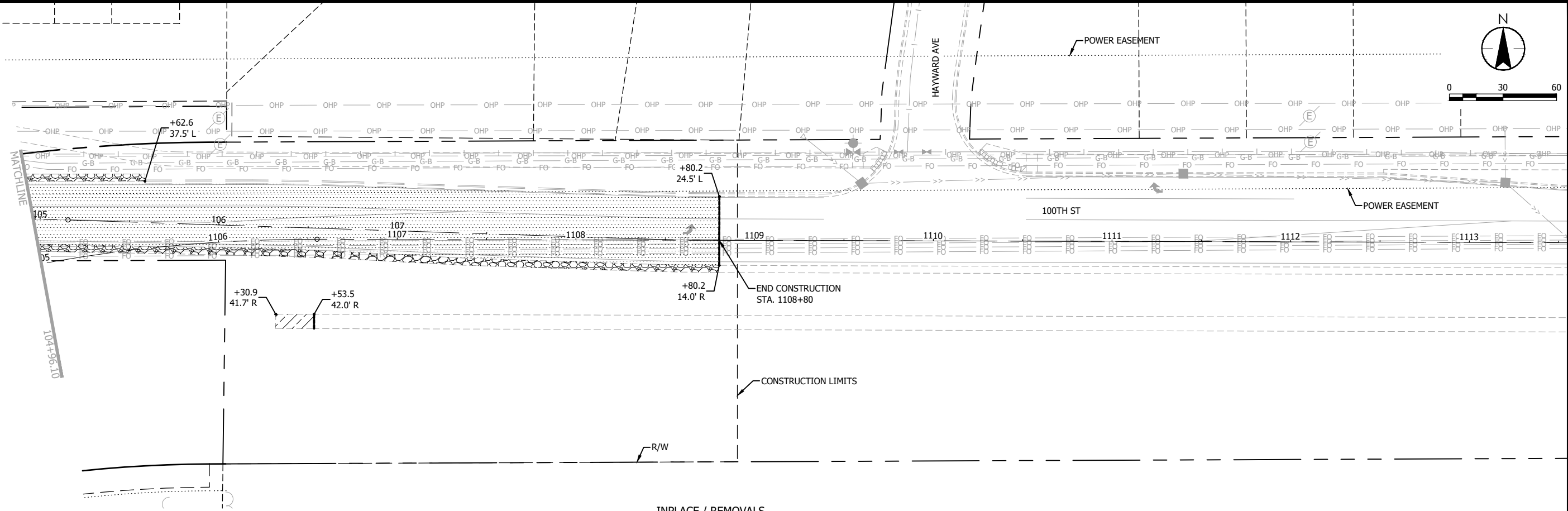
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

INPLACE UTILITIES, & REMOVAL PLAN
103RD STREET S. & 100TH STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
38
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



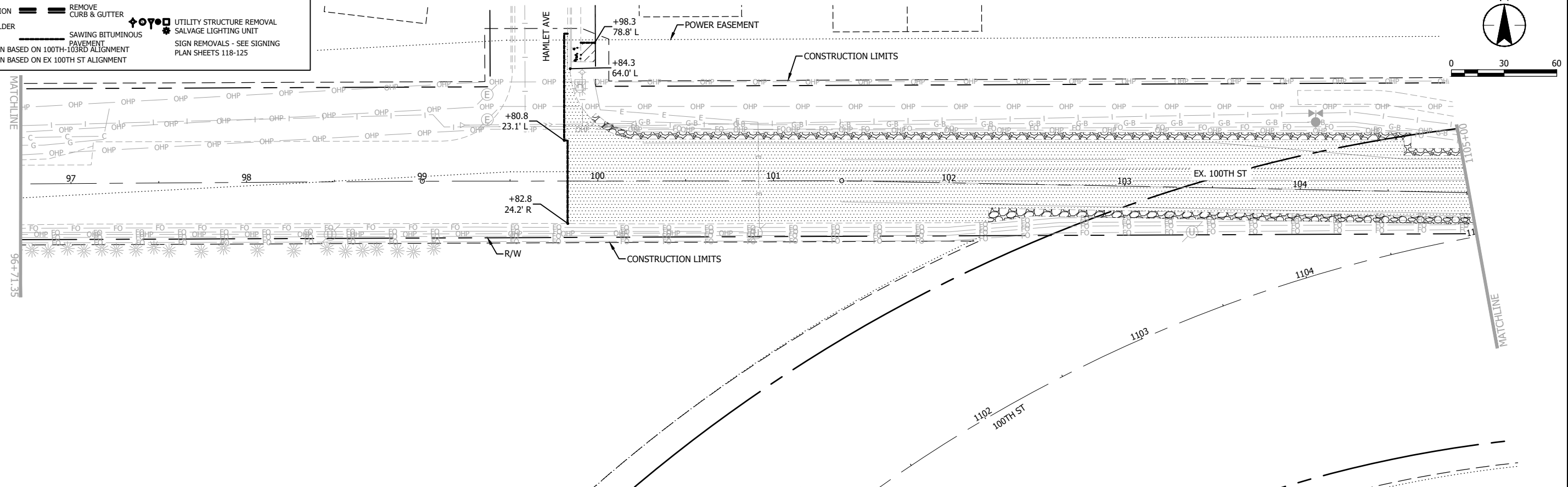
REMOVE BITUMINOUS PAVEMENT
REMOVE CONCRETE WALK
FULL DEPTH RECLAMATION
REMOVE GRAVEL SHOULDER

CLEARING AND GRUBBING (EACH)
REMOVE CURB & GUTTER
SAWING BITUMINOUS PAVEMENT

CUL
REMOVE PIPE CULVERTS
REMOVE PIPE SEWER (STORM)
REMOVE WATER MAIN

UTILITY STRUCTURE REMOVAL
SALVAGE LIGHTING UNIT
SIGN REMOVALS - SEE SIGNING PLAN SHEETS 118-125

STATION OFFSET INFORMATION BASED ON 100TH-103RD ALIGNMENT
STATION OFFSET INFORMATION BASED ON EX 100TH ST ALIGNMENT



NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	

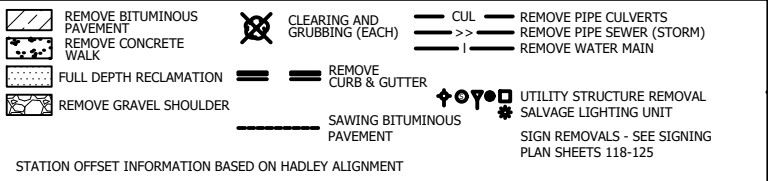


INPLACE UTILITIES, & REMOVAL PLAN
100TH STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
39
OF
158

Plot Date: 01/10/2024 - 1:17pm
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[illegible]

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



INPLACE UTILITIES, & REMOVAL PLAN
100TH STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

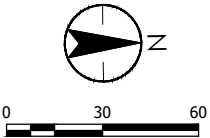
SHEET

40

OF

158

Plot Date: 01/10/2024 - 1:40pm
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The diagram illustrates a vertical curve for a 2.04' pavement section. The horizontal axis represents stationing from 514+00 to 521+50, and the vertical axis represents elevation from 790 to 830. The curve starts with a -0.75% grade and transitions to a 0.75% grade. Key data points include:

- HP: 514+47.87, EL.: 812.87, PVI STA: 514+39.13, PVI ELEV: 813.13, K: 68.23, LVC: 119.55
- LP: 517+34.52, EL.: 811.14, PVI STA: 517+34.59, PVI ELEV: 810.92, K: 80.12, LVC: 120.00
- BVCS: 516+74.59, BVCE: 811.37
- BVCS: 517+94.59, BVCE: 811.37
- BVCS: 521+40.39, BVCE: 813.96

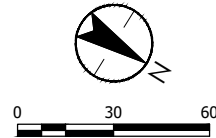
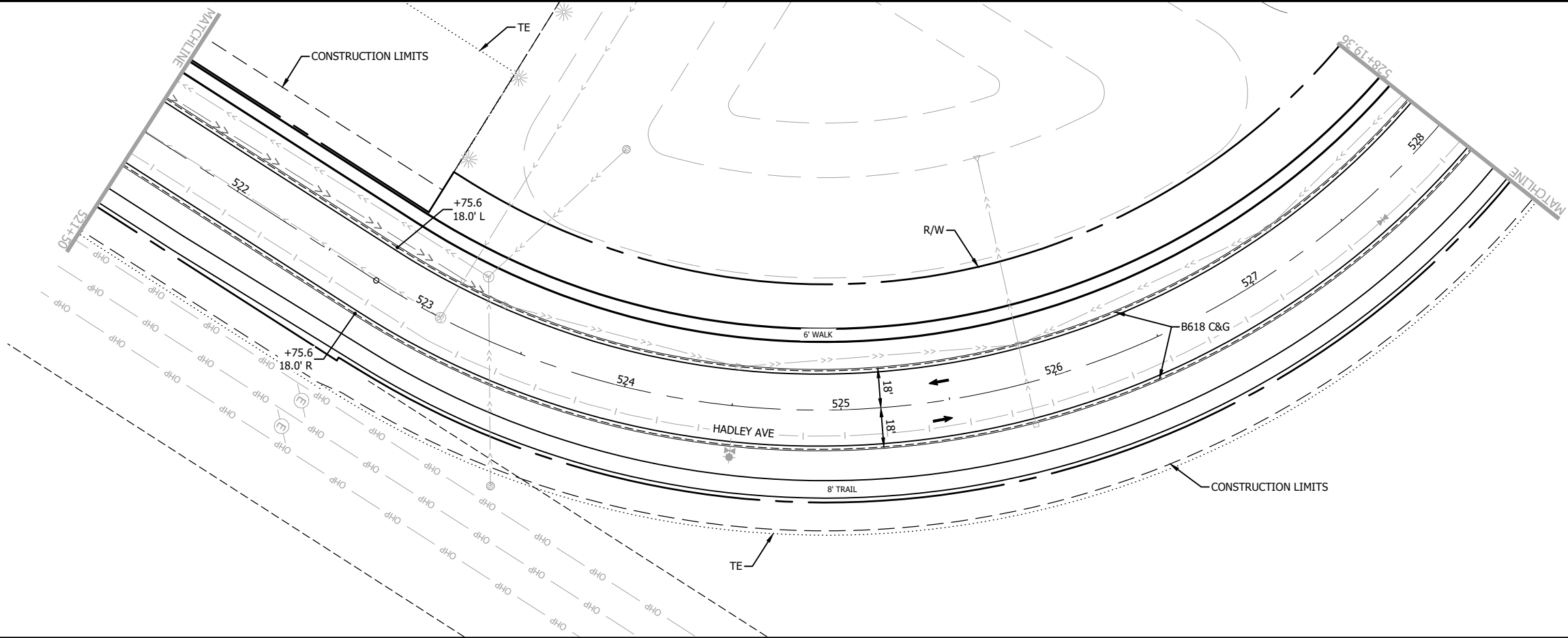
The diagram also shows the profile grade (top of finished surface) and the in-place groundline. The 2.04' pavement section is indicated by a vertical line segment.

SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDS	
APPROVED	DRP	
PROJ. NO.	193806597	



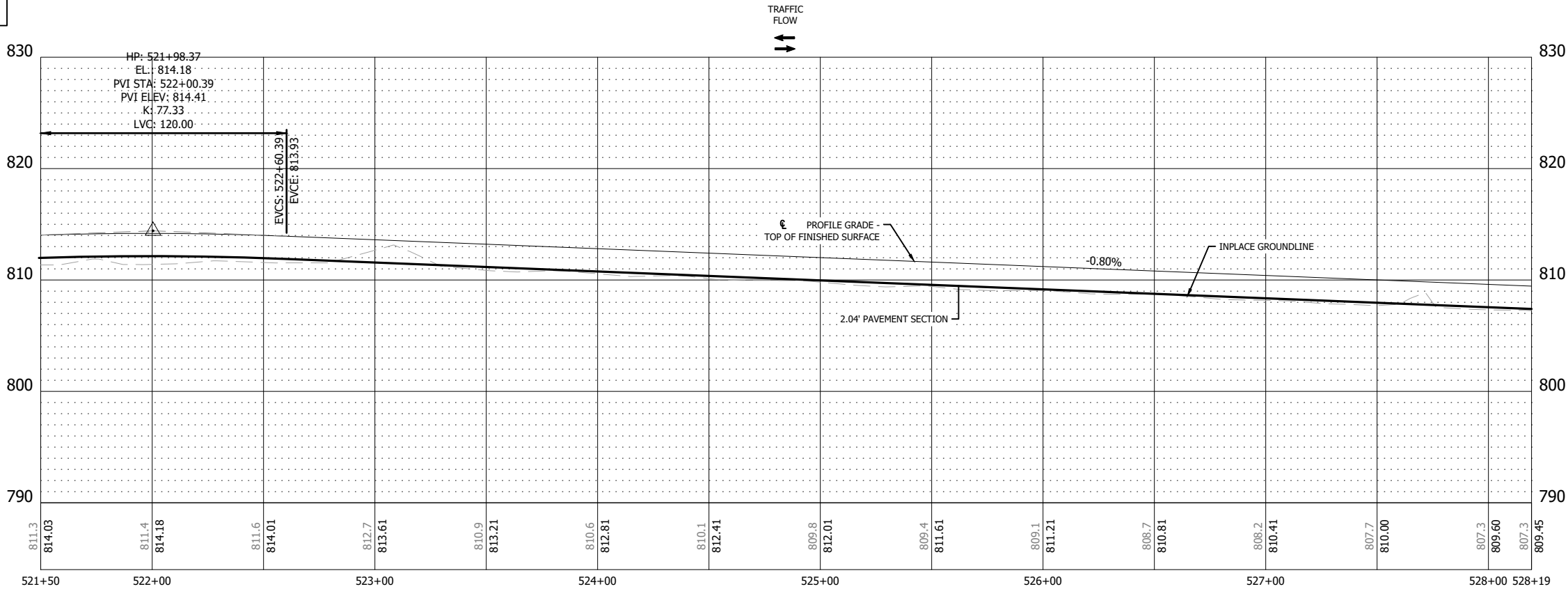
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



LEGEND
— PROPOSED ROADWAY
— INPLACE ROADWAY
← TRAFFIC FLOW

NOTES:
IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO FACE OF CURB.
STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT.



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
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APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI
SIGNATURE: *[Signature]*
DATE: 01/04/2024 LIC. NO.: 40973

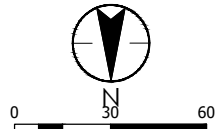
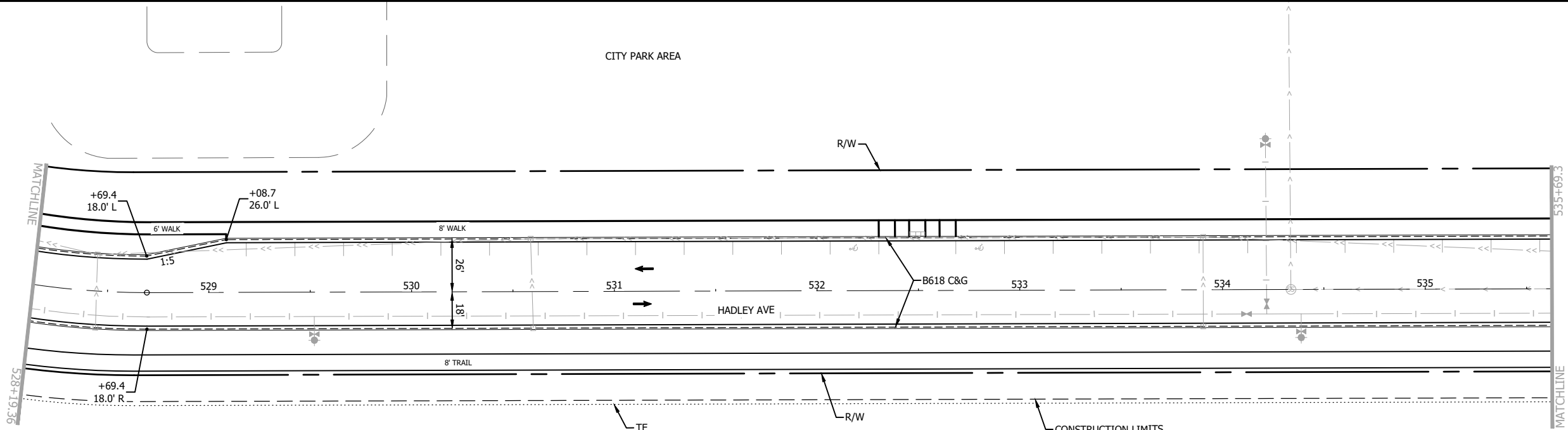


CONSTRUCTION PLAN AND PROFILE
HADLEY AVENUE S.

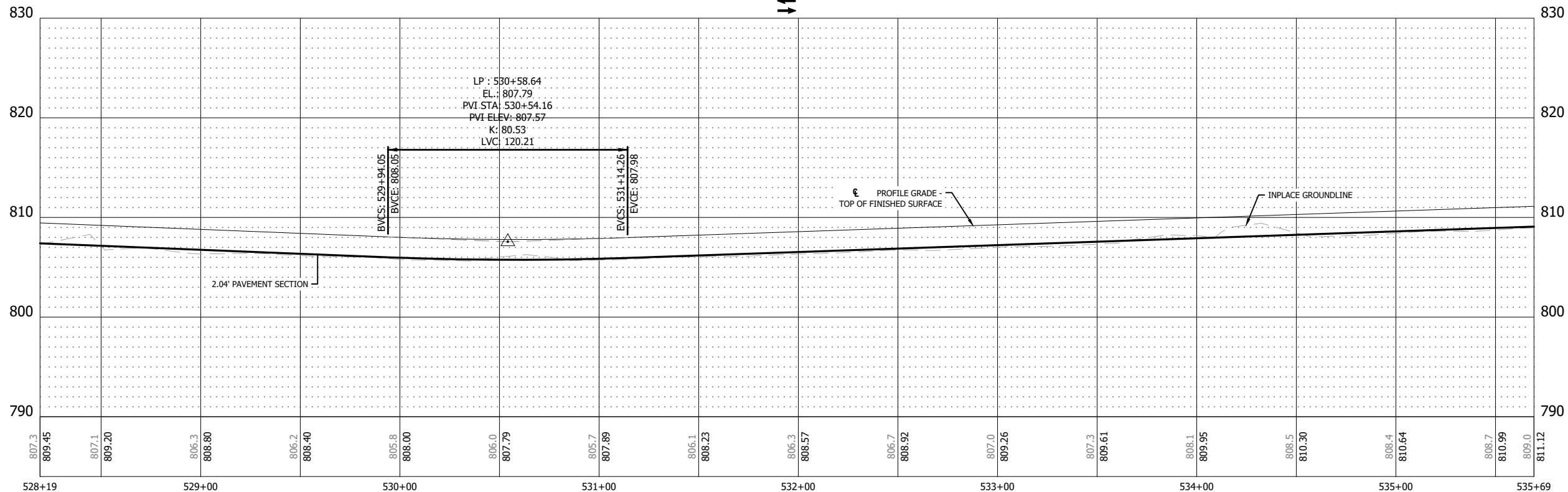
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
43
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



LEGEND		NOTES: IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO FACE OF CURB. STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT.
	PROPOSED ROADWAY	
	INPLACE ROADWAY	
	TRAFFIC FLOW	



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
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APPROVED	DRS
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CONSTRUCTION PLAN AND PROFILE
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

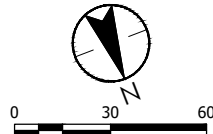
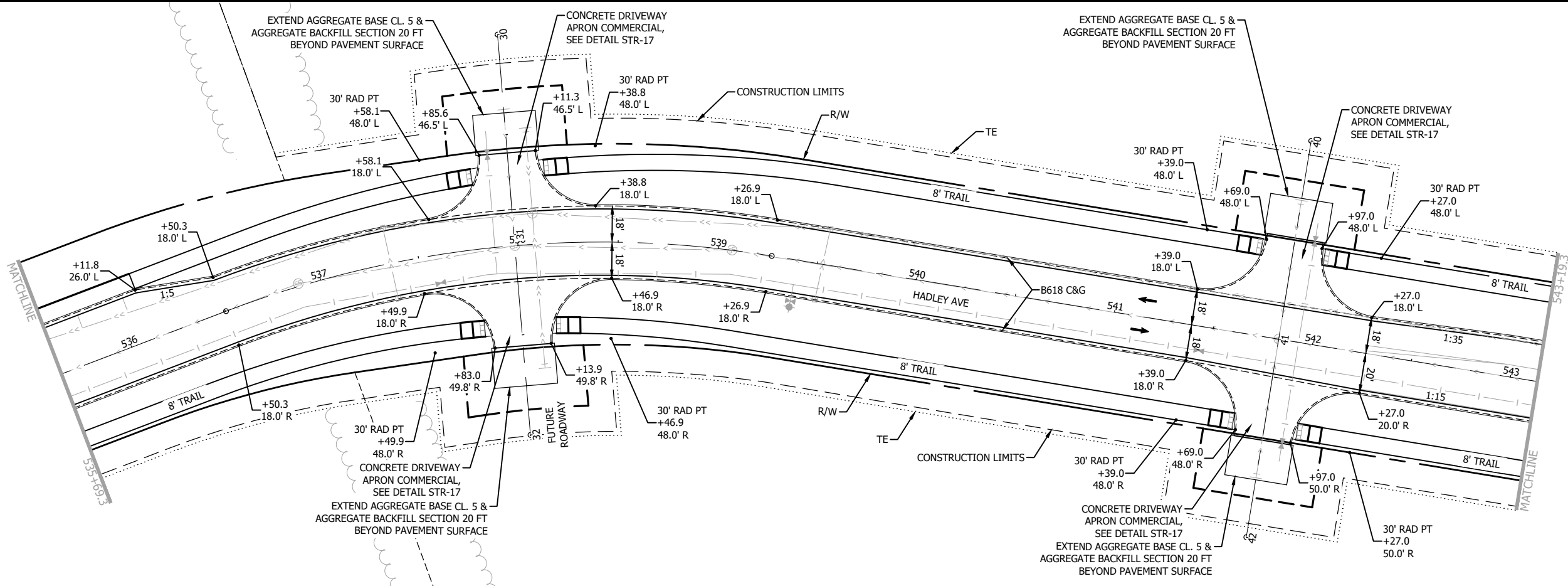
SHEET

44

OF

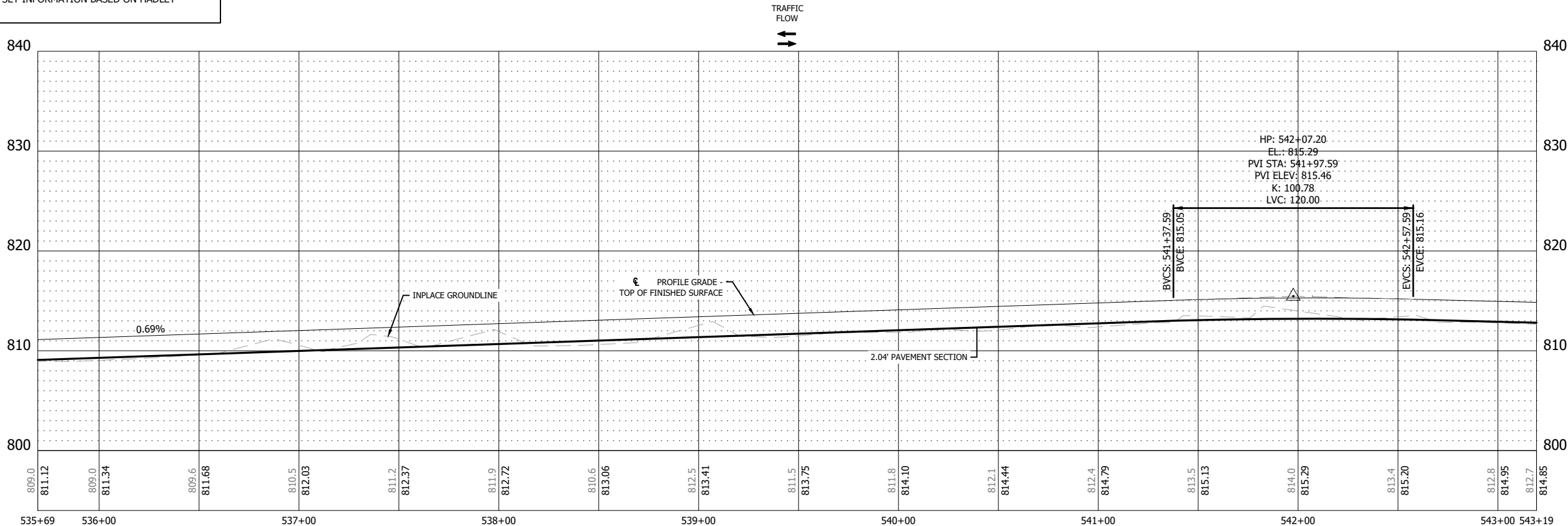
158

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LEGEND
— PROPOSED ROADWAY
--- INPLACE ROADWAY
← TRAFFIC FLOW

NOTES:
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STATION OFFSET INFORMATION BASED ON HADLEY AVENUE ALIGNMENT.



NO	DATE	APPR	REVISION

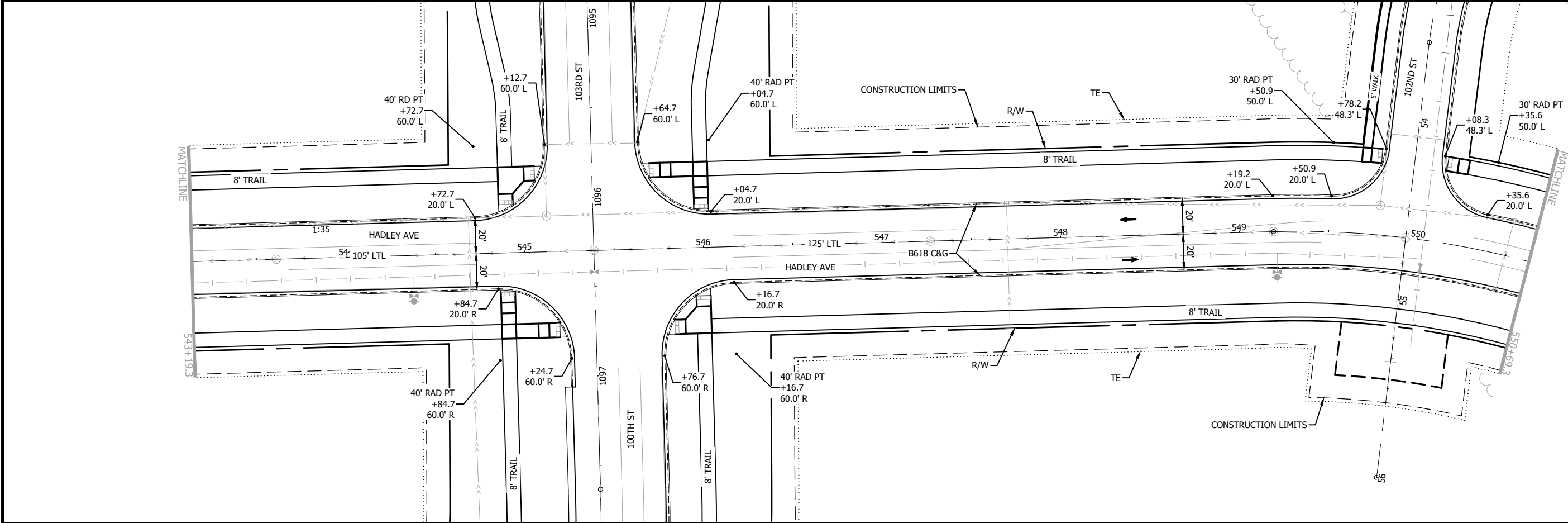
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DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO.: 40973
PROJ. NO.	193806597	



CONSTRUCTION PLAN AND PROFILE
HADLEY AVENUE S.

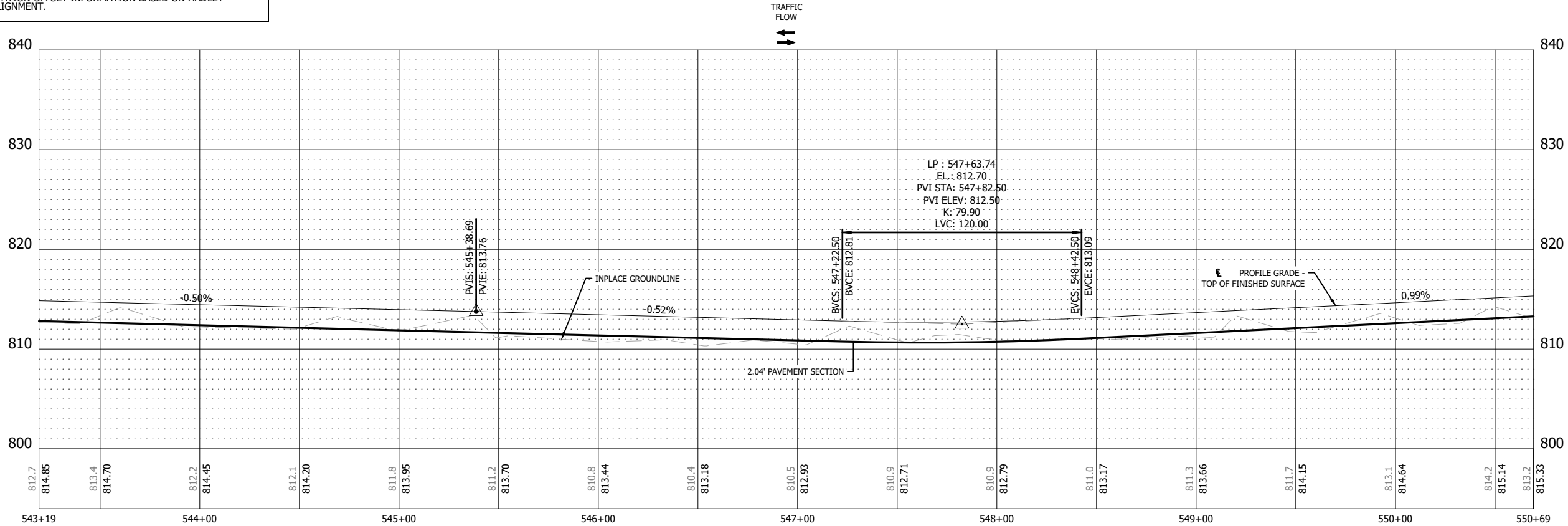
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



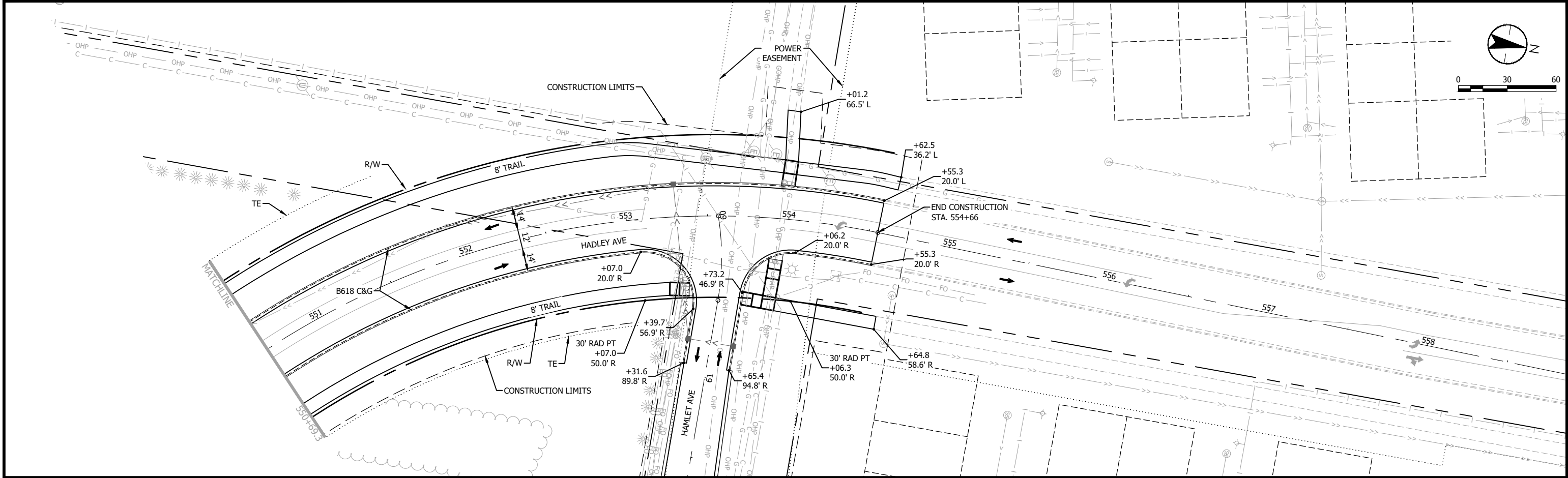
LEGEND
PROPOSED ROADWAY
INPLACE ROADWAY
TRAFFIC FLOW

NOTES:
IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO FACE OF CURB.
STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT.



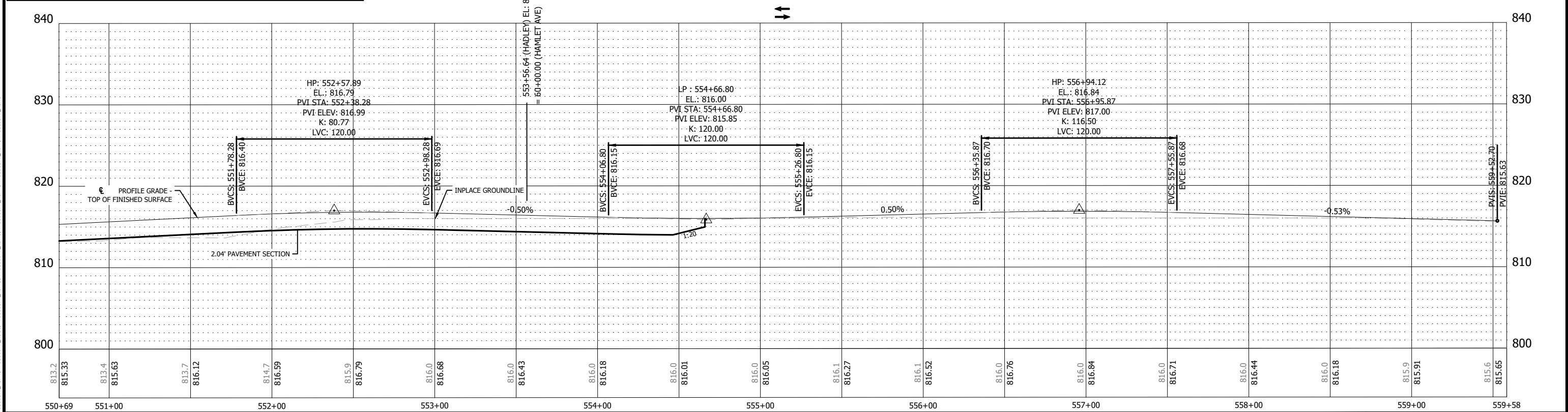
NO	DATE	APPR	REVISION	SURVEY	PBW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO.: <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	CONSTRUCTION PLAN AND PROFILE HADLEY AVENUE S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	46						
			DESIGNED	MAF	OF						
			CHECKED	JDP							
			APPROVED	DRS							
			PROJ. NO.	193806597							158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE RIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



LEGEND
— PROPOSED ROADWAY
--- INPLACE ROADWAY
← TRAFFIC FLOW

NOTES:
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STATION OFFSET INFORMATION BASED ON HADLEY ALIGNMENT.



NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	

Cottage Grove
Where Pride and Prosperity Meet

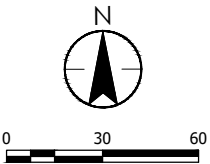
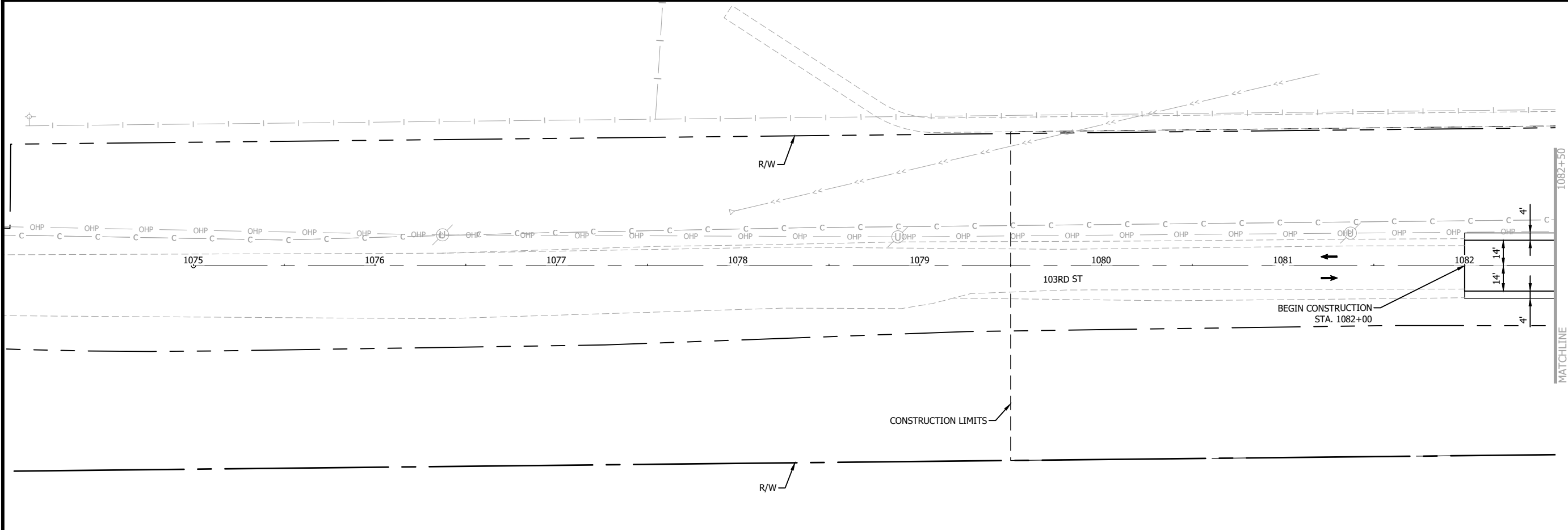
Stantec
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Minneapolis, MN 55402
www.stantec.com

CONSTRUCTION PLAN AND PROFILE
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
47
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



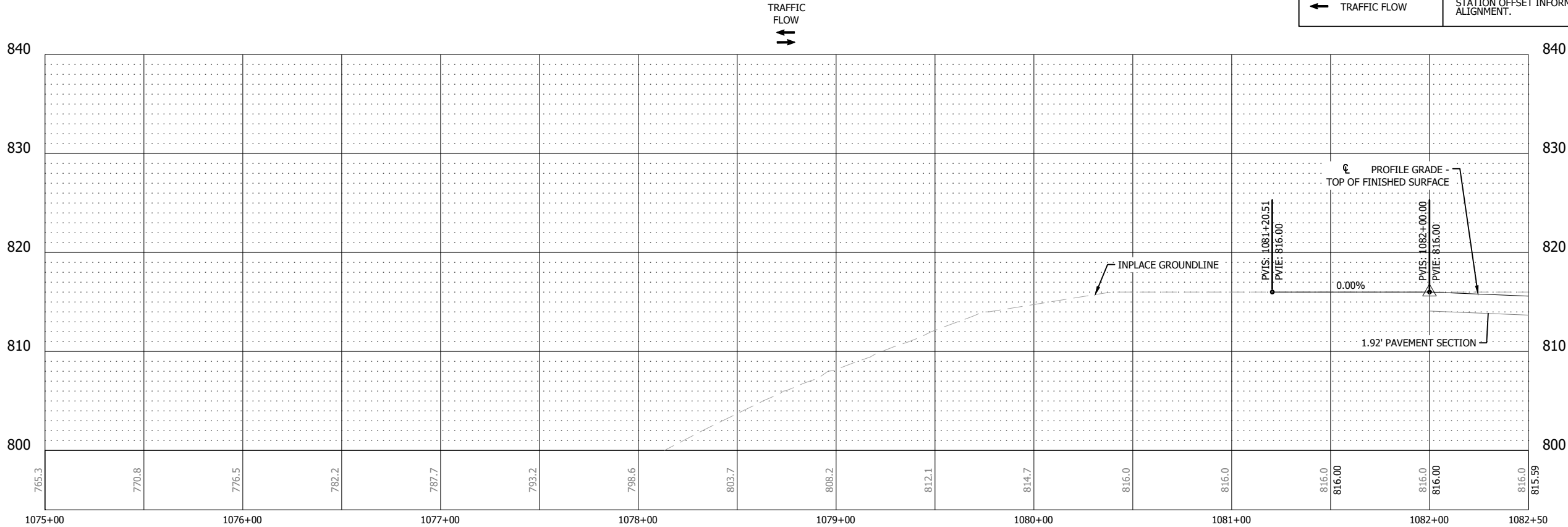
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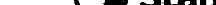
- PROPOSED ROADWAY
- INPLACE ROADWAY
- TRAFFIC FLOW

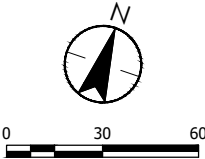
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IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO FACE OF CURB.

STATION OFFSET INFORMATION BASED ON 100TH-103RD ALIGNMENT.



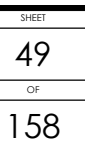
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				DRAWN	MAF					48
				DESIGNED	MAF					OF
				CHECKED	JDP					158
				APPROVED	DRS					
				PROJ. NO.	193806597					



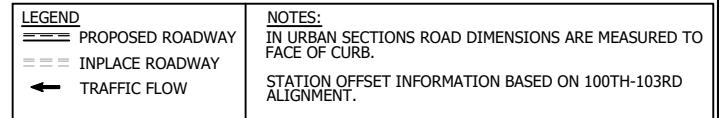
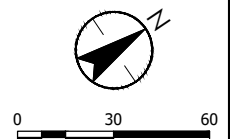
NOTES:
IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO
FACE OF CURB.
STATION OFFSET INFORMATION BASED ON 100TH-103RD
ALIGNMENT.

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

PRINT NAME: DAVID R. SANOCKI
SIGNATURE: 
DATE: 01/04/2024 LIC. NO. 40973



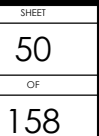
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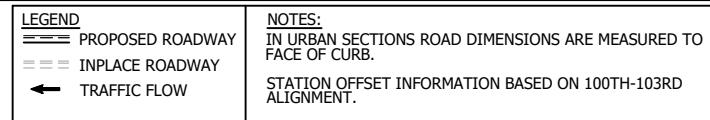
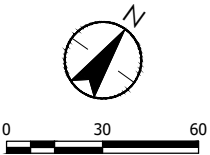


SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597



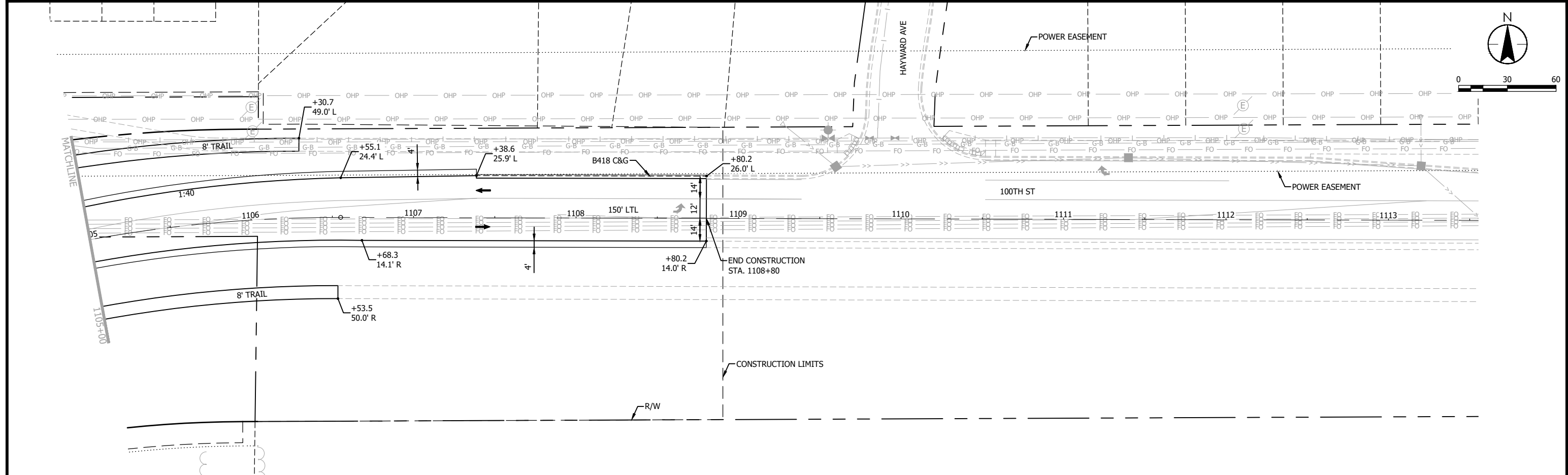
Cottage
Grove





SHEET
51
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



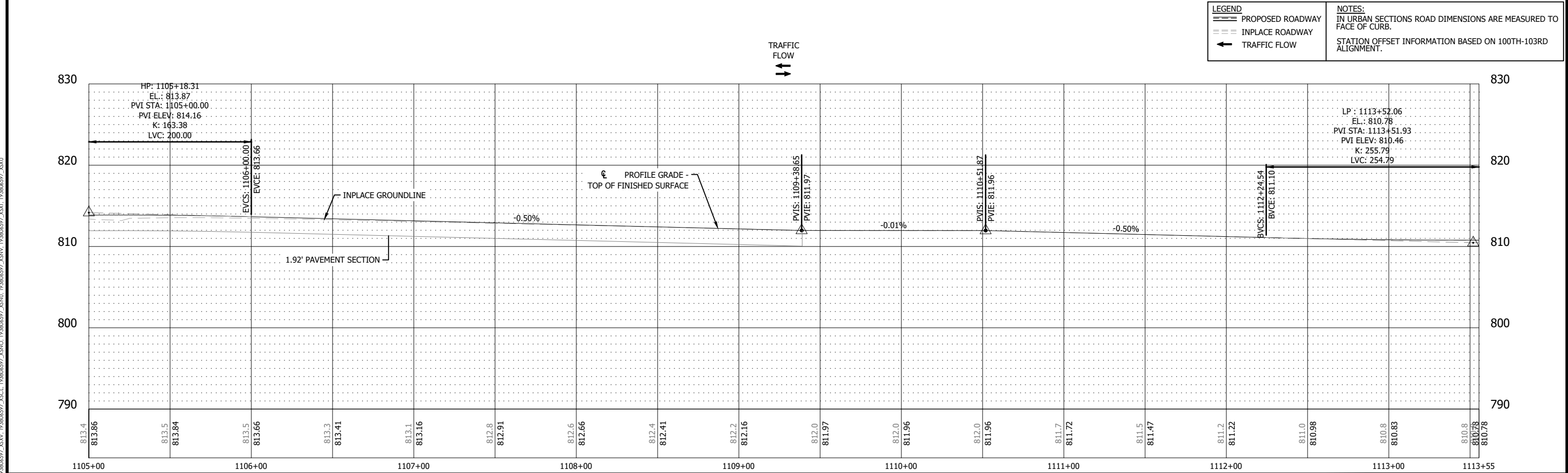
LEGEND

- PROPOSED ROADWAY
- INPLACE ROADWAY
- TRAFFIC FLOW

NOTES:

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STATION OFFSET INFORMATION BASED ON 100TH-103RD ALIGNMENT.



NO	DATE	APPR	REVISION	SURVEY	PBW	DESIGNED	MAF	CHECKED	JDP	APPROVED	DRS	PROJ. NO.	193806597	DATE	01/04/2024	LIC. NO.	40973

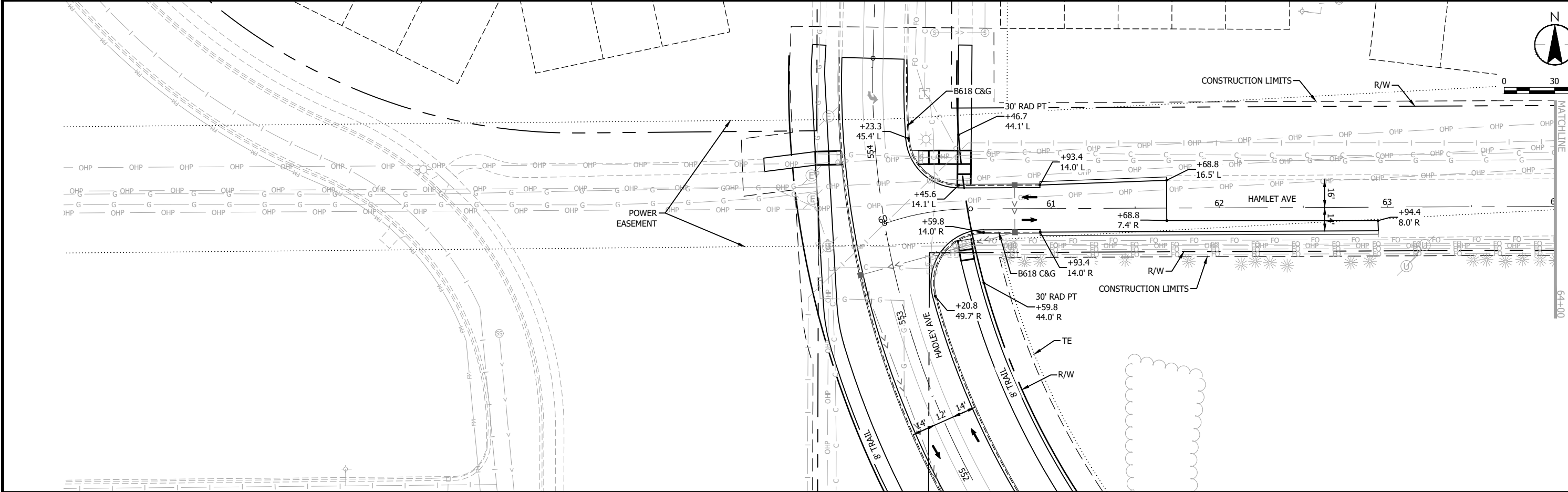
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

CONSTRUCTION PLAN AND PROFILE
100TH STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

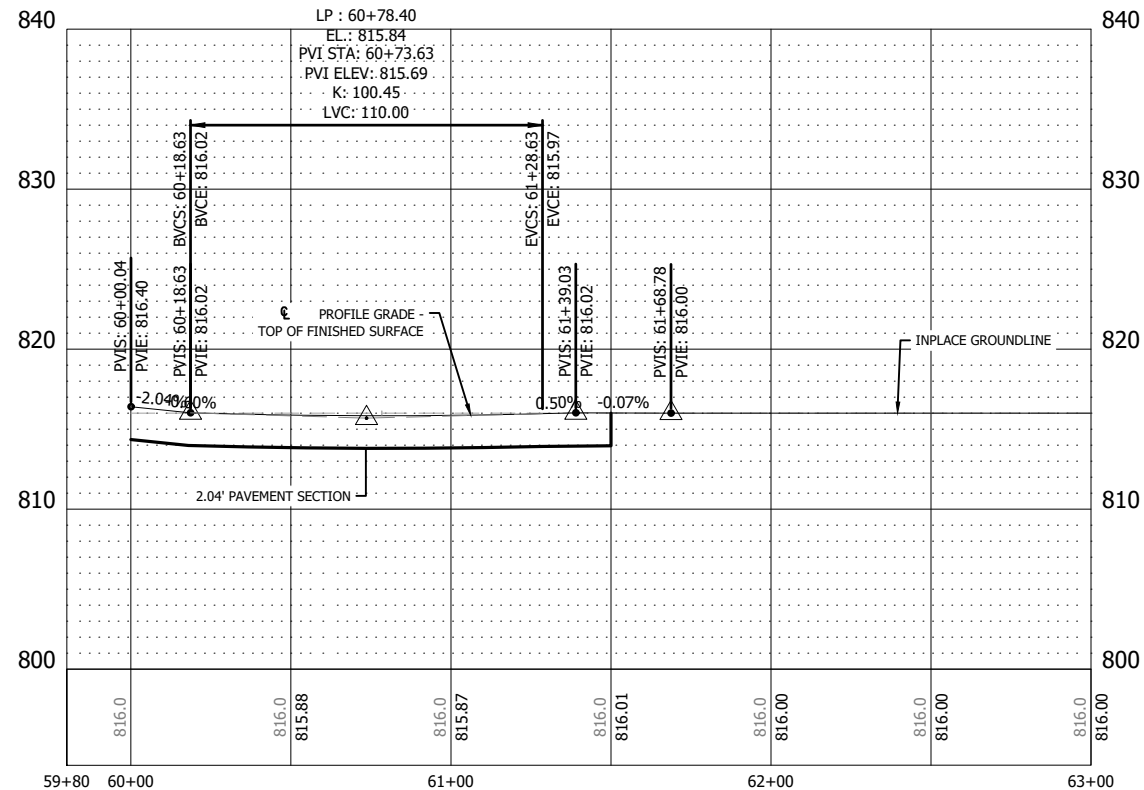
SHEET
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LEGEND
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--- INPLACE ROADWAY
← TRAFFIC FLOW

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STATION OFFSET INFORMATION BASED ON HAMLET AVE ALIGNMENT.



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				DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
				DESIGNED	MAF	SIGNATURE: <i>David R. Sanocki</i>
				CHECKED	JDP	DATE: 01/04/2024
				APPROVED	DRS	LIC. NO. 40973
				PROJ. NO.	193806597	

Cottage Grove
Where Pride and Prosperity Meet

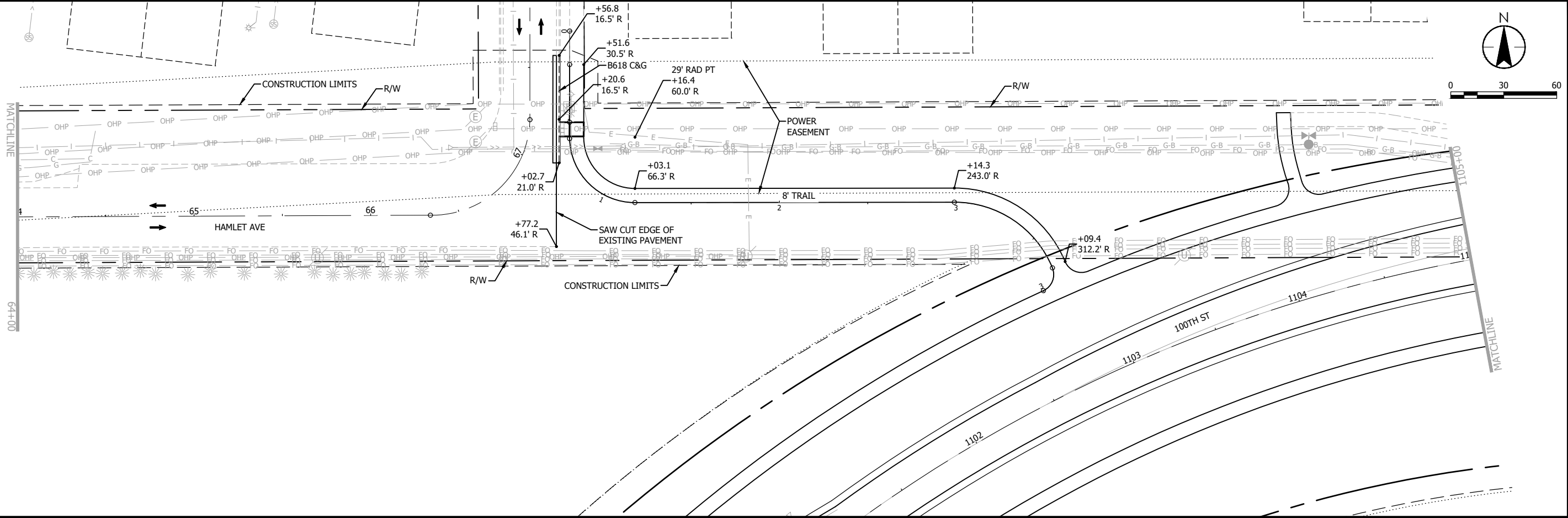
Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
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CONSTRUCTION PLAN AND PROFILE
HAMLET AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

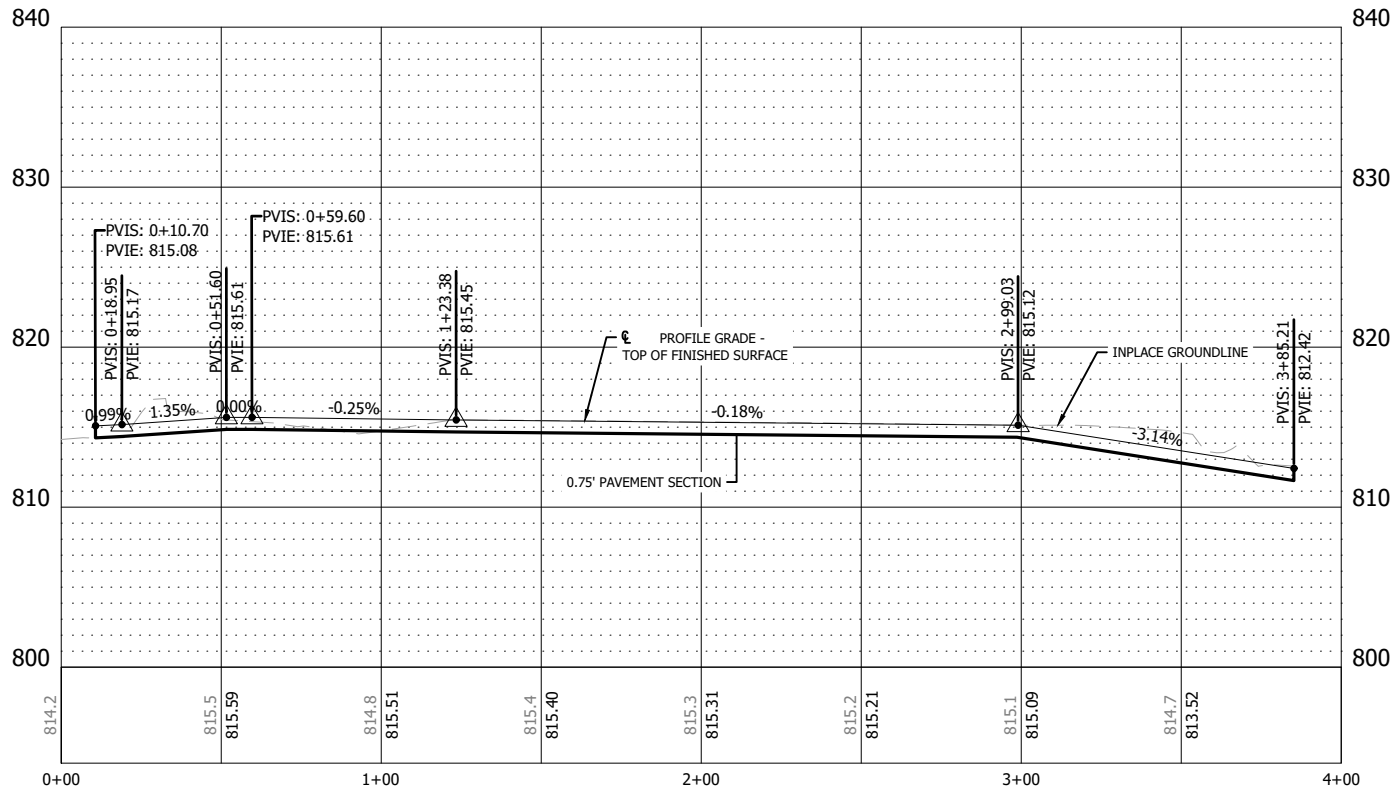
SHEET
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OF
158

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LEGEND
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NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
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PROJ. NO.	193806597

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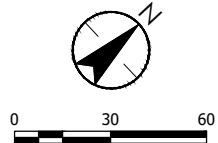
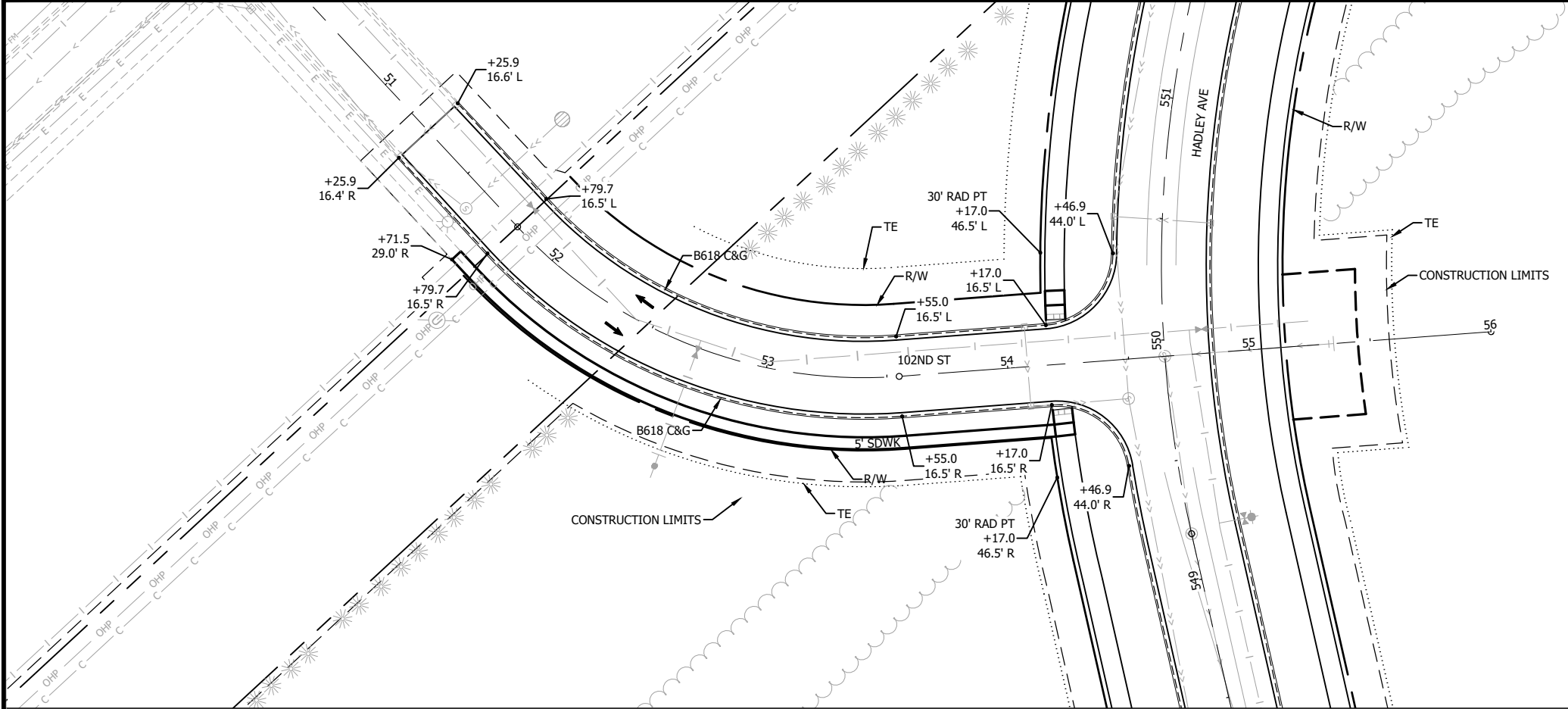
PRINT NAME: DAVID R. SANOCKI
SIGNATURE: *[Signature]*
DATE: 01/04/2024 LIC. NO.: 40973



CONSTRUCTION PLAN AND PROFILE
HAMLET AVENUE S.

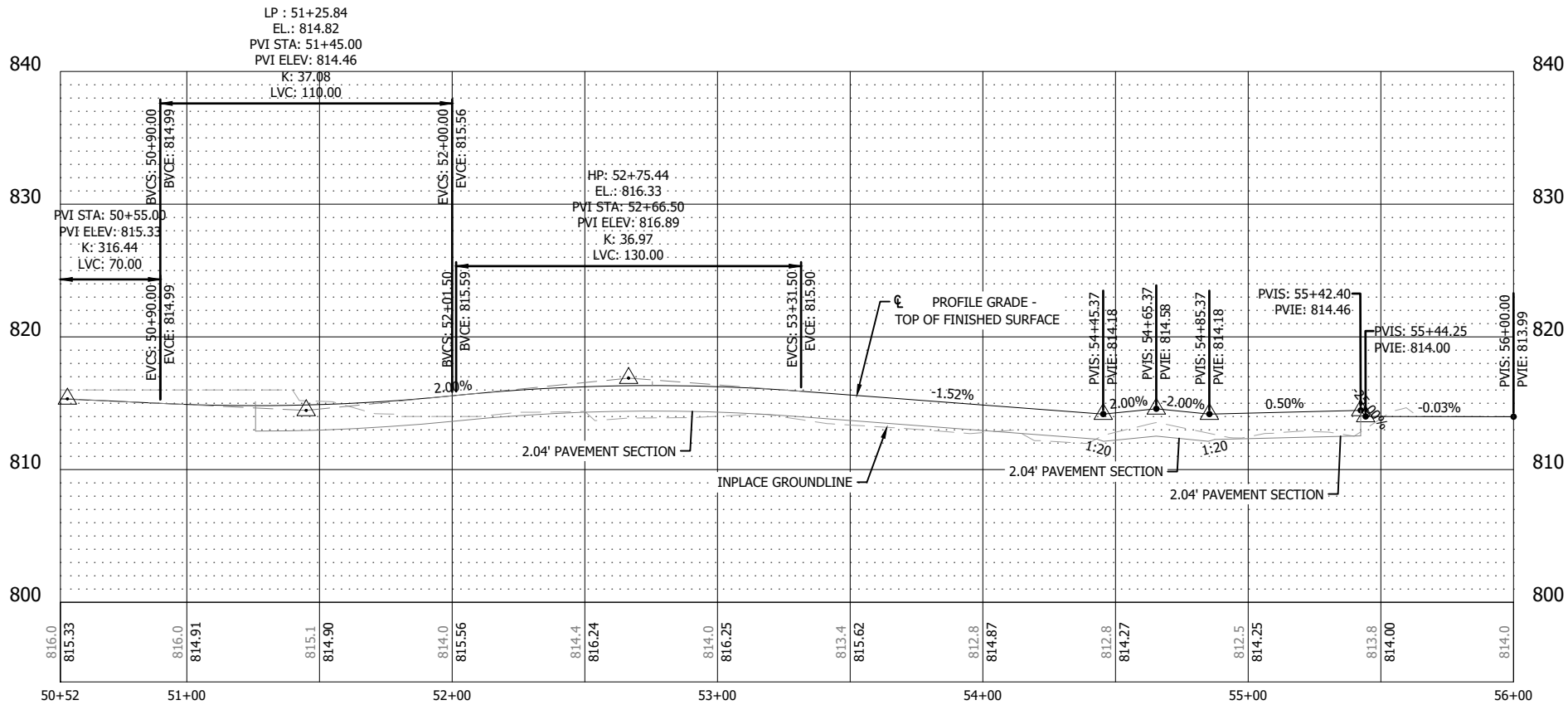
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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LEGEND
— PROPOSED ROADWAY
--- INPLACE ROADWAY
← TRAFFIC FLOW

NOTES:
IN URBAN SECTIONS ROAD DIMENSIONS ARE MEASURED TO FACE OF CURB.
STATION OFFSET INFORMATION BASED ON 102ND ST ALIGNMENT.



NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO.: 40973
PROJ. NO.	193806597	

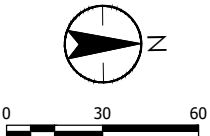
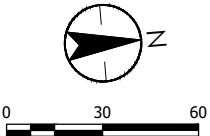


CONSTRUCTION PLAN AND PROFILE
102ND STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
55
OF
158

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[illegible]

SURVEY	PBW	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: DAVID R. SANOCKI SIGNATURE:  DATE: 01/04/2024 I.C. NO. 40973
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	

PRINT NAME: DAVID R. SANOCKI
SIGNATURE: 
DATE: 01/04/2024 LIC. NO. 40973

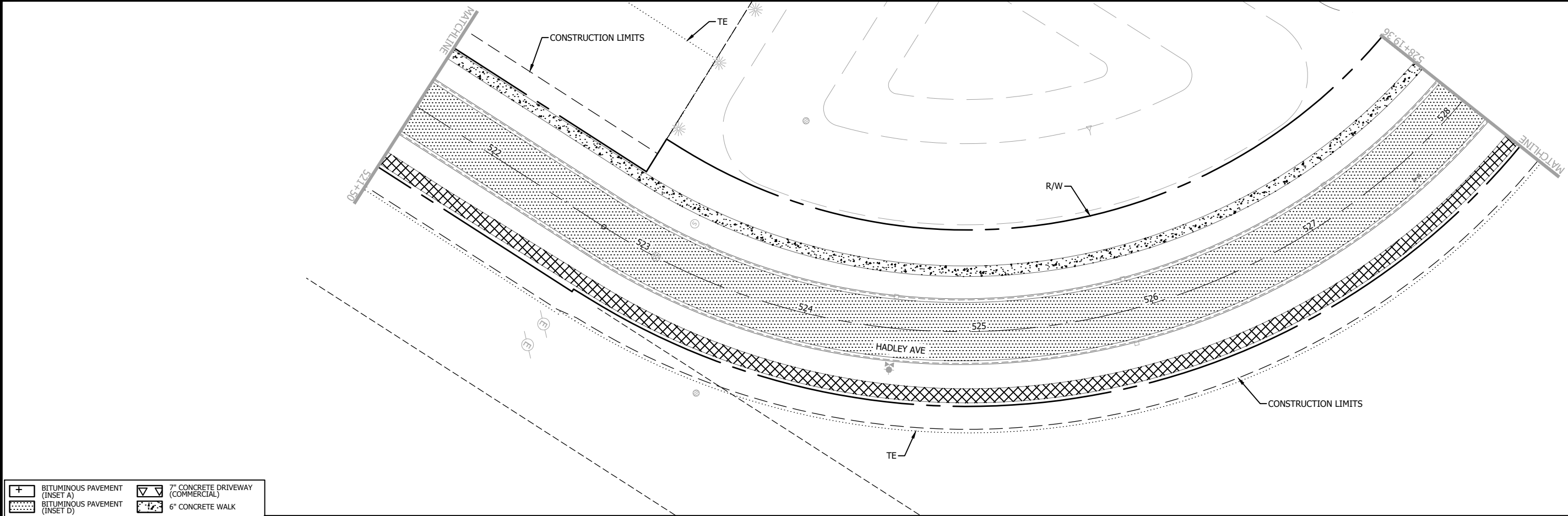


COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

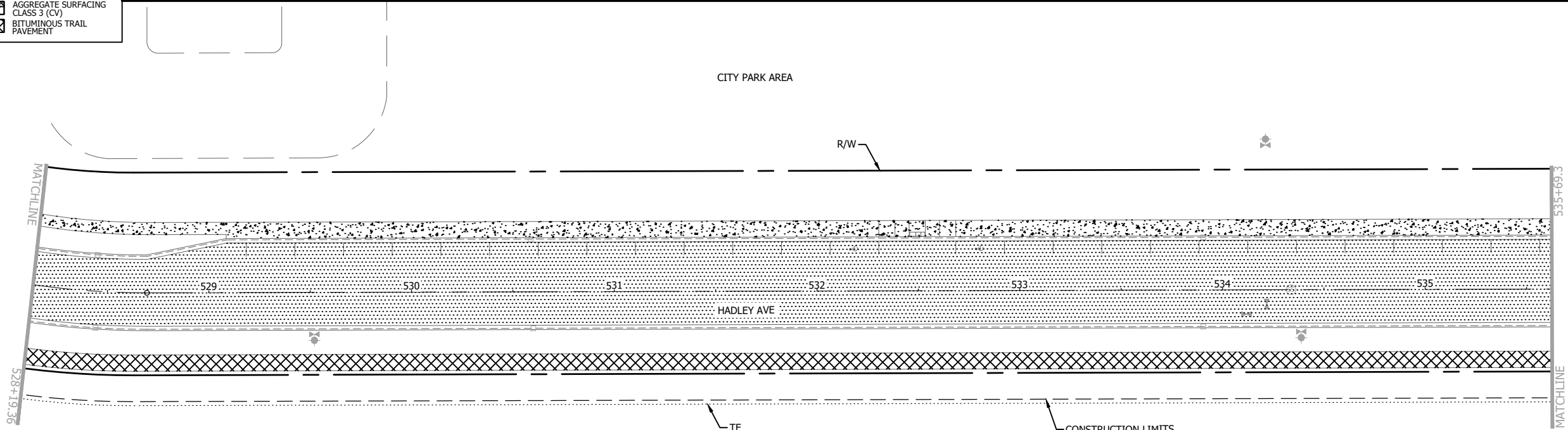
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58

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



	BITUMINOUS PAVEMENT (INSET A)		7" CONCRETE DRIVEWAY (COMMERCIAL)
	BITUMINOUS PAVEMENT (INSET D)		6" CONCRETE WALK
	BITUMINOUS PAVEMENT (INSET F)		AGGREGATE SURFACING CLASS 3 (CV)
			BITUMINOUS TRAIL PAVEMENT



NO.	DATE	APPR.	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI

SIGNATURE:

DATE: 01/04/2024 LIC. NO.: 40973



SURFACING PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
57
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.

- BITUMINOUS PAVEMENT (INSET A)

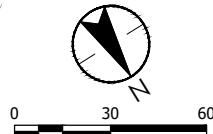
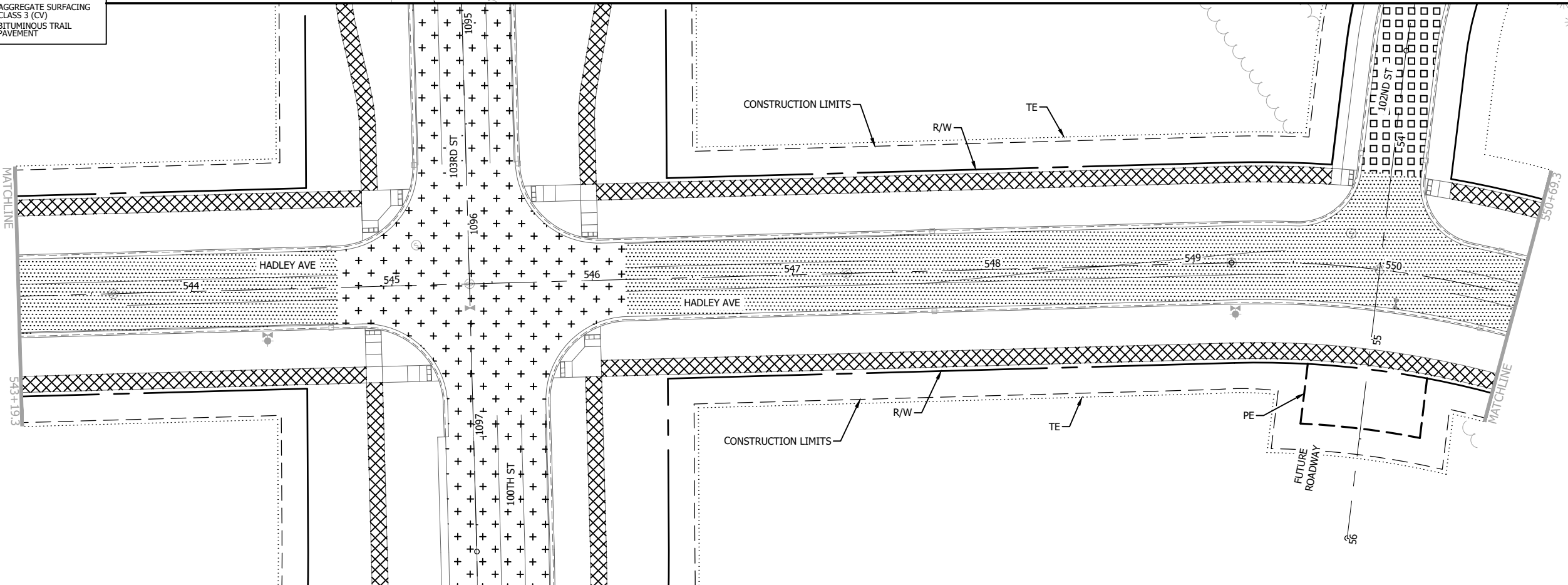
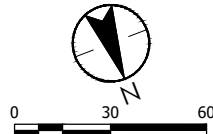
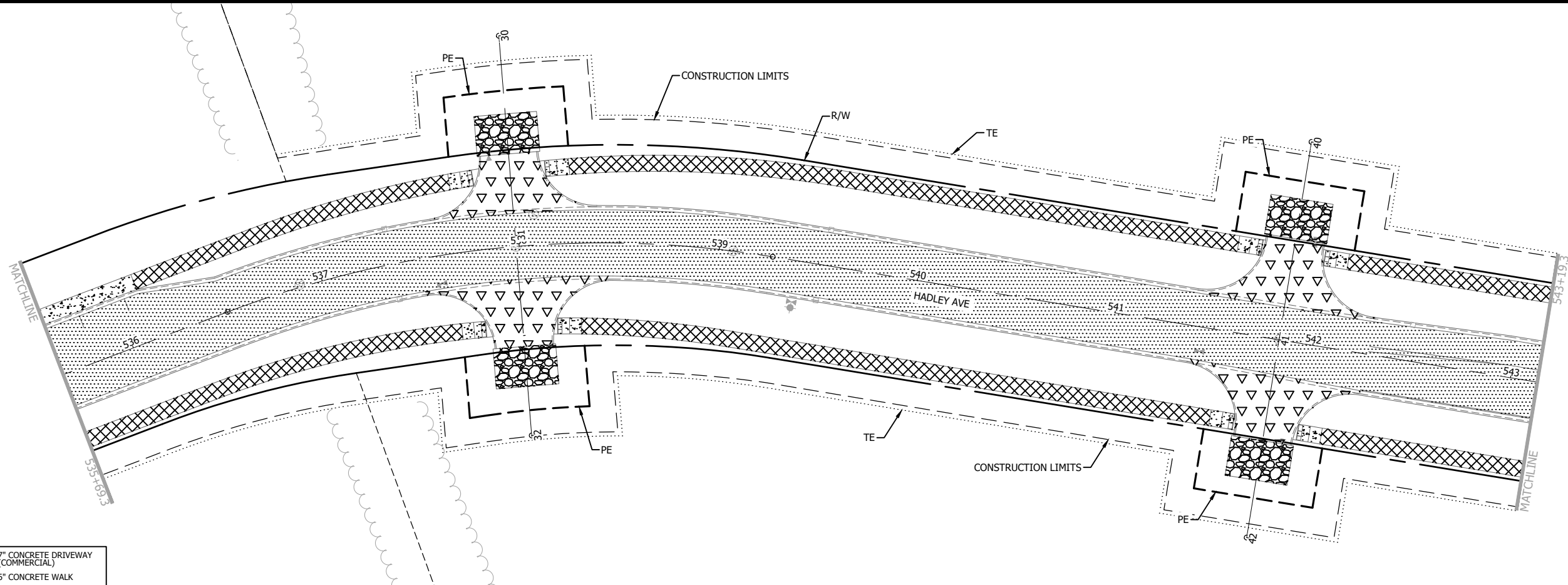
BITUMINOUS PAVEMENT (INSET D)

BITUMINOUS PAVEMENT (INSET F)
- 7" CONCRETE DRIVEWAY (COMMERCIAL)

6" CONCRETE WALK

AGGREGATE SURFACING CLASS 3 (CV)

BITUMINOUS TRAIL PAVEMENT



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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SIGNATURE: *[Signature]*

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SURFACING PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

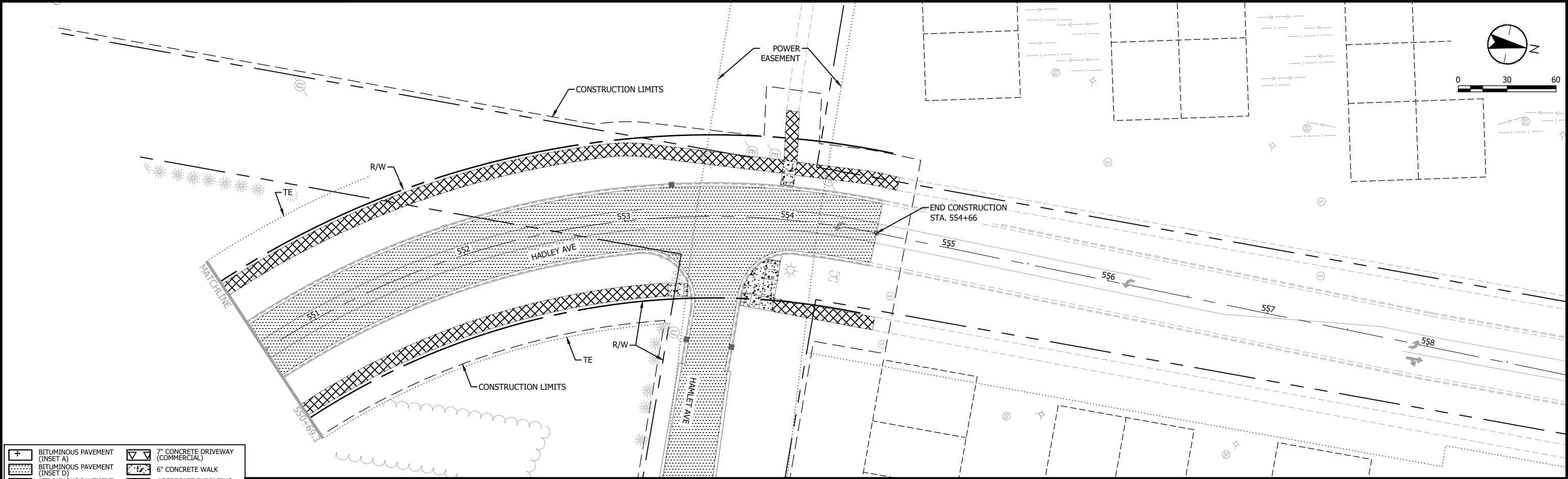
SHEET

58

OF

158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



	BITUMINOUS PAVEMENT (INSET A)		7" CONCRETE DRIVEWAY (COMMERCIAL)
	BITUMINOUS PAVEMENT (INSET D)		6" CONCRETE WALK
	BITUMINOUS PAVEMENT (INSET F)		AGGREGATE SURFACING CLASS 3 (CV)
			BITUMINOUS TRAIL PAVEMENT

NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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: DAVID R. SANOCKI
SIGNATURE:
DATE: 01/04/2024 LIC. NO. 40973

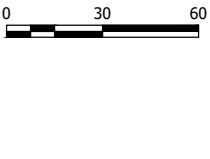
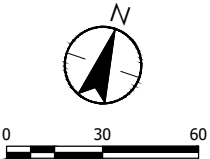
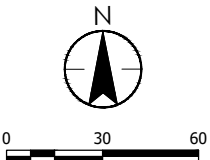


SURFACING PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
59
OF
158

Plot Date: 01/10/2024 - 1:53pm



SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	19380697	

PRINT NAME: DAVID R. SANOCKI
SIGNATURE: *David R. Sanocki*
DATE: 01/04/2024 LIC. NO. 40973

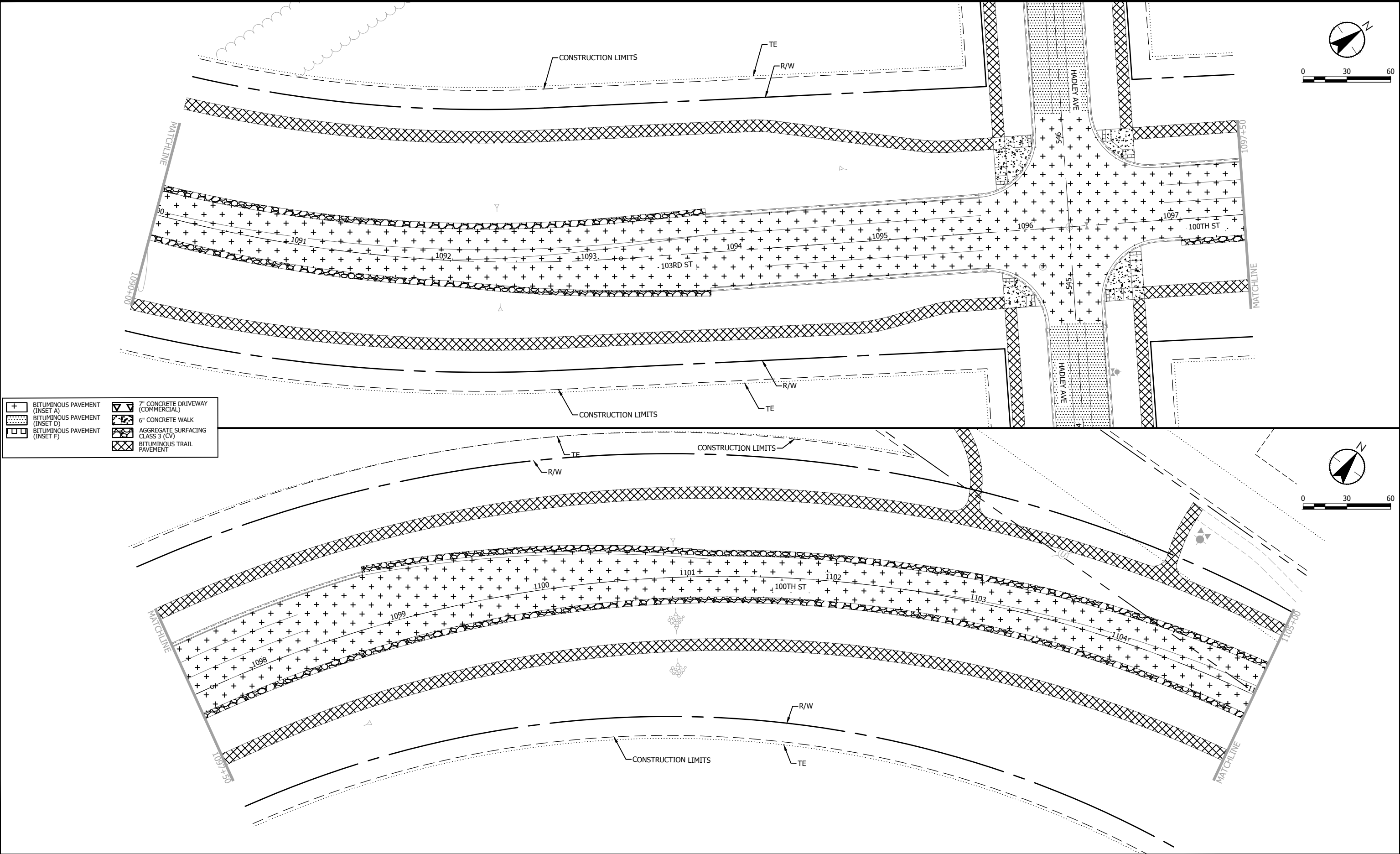


COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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58

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



NO	DATE	APPR	REVISION

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DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



Cottage Grove
Where Pride and Prosperity Meet



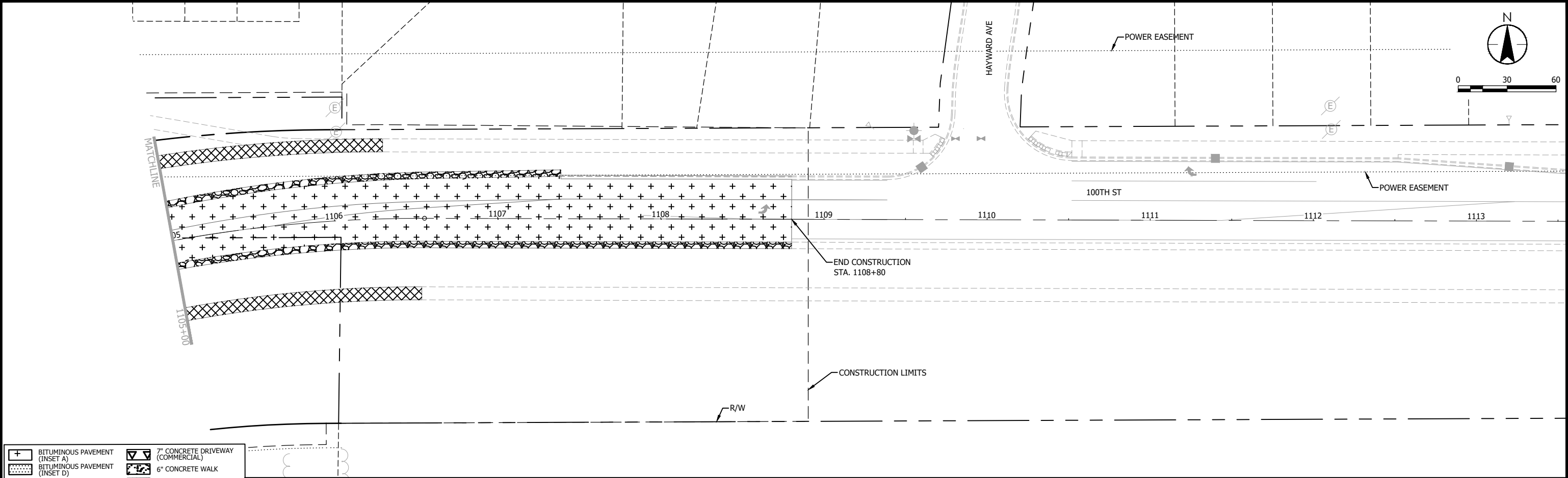
Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

SURFACING PLAN
103RD STREET S. & 100TH STREET S.

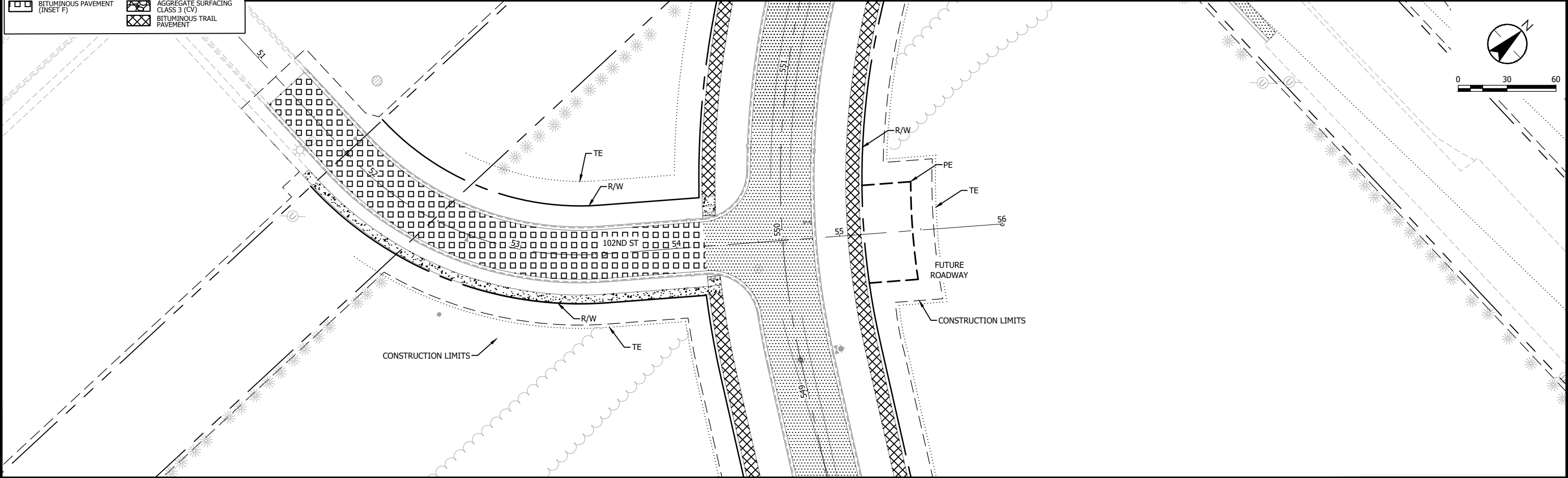
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
61
OF
158

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	BITUMINOUS PAVEMENT (INSET F)		AGGREGATE SURFACING CLASS 3 (CV)
			BITUMINOUS TRAIL PAVEMENT



NO.	DATE	APPR	REVISION

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DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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SIGNATURE:
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Cottage Grove
Where Pride and Prosperity Meet

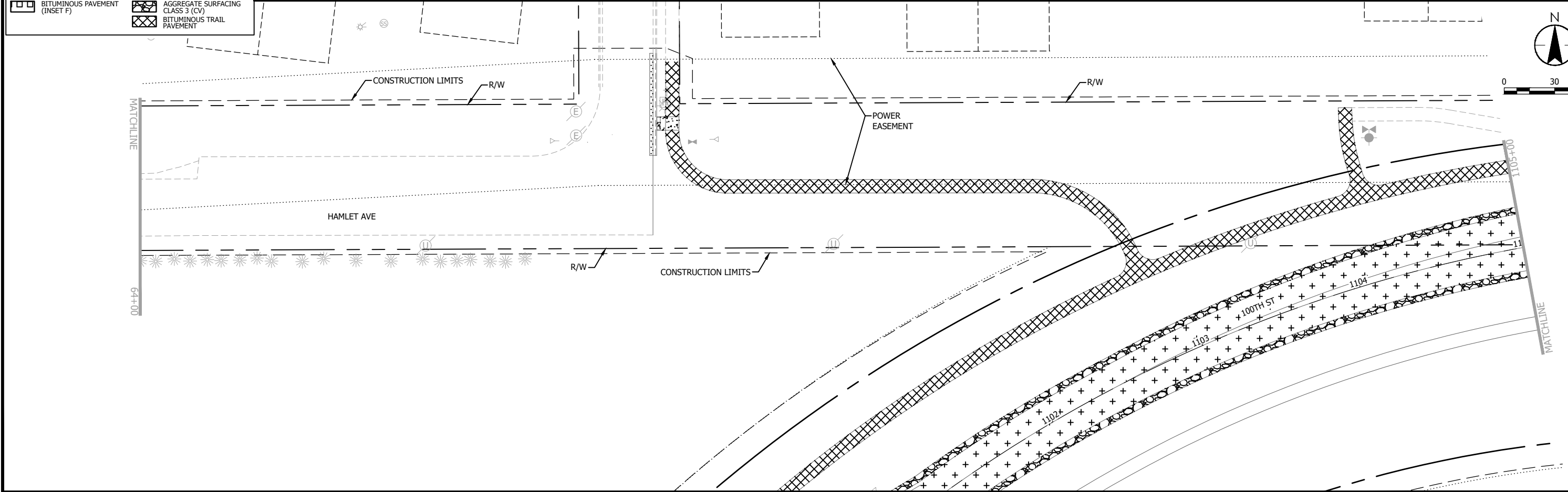
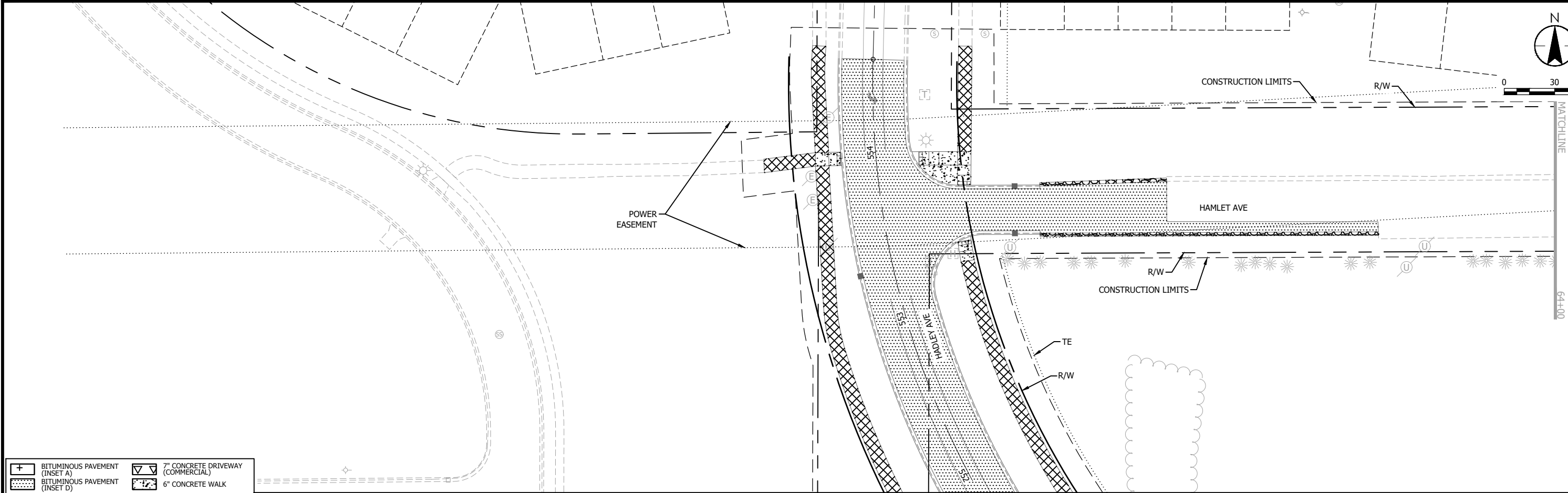
Stantec
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Minneapolis, MN 55402
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SURFACING PLAN
103RD STREET S. & 102ND STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
62
OF
158

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SIGNATURE: *[Signature]*

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Cottage Grove
Where Pride and Prosperity Meet



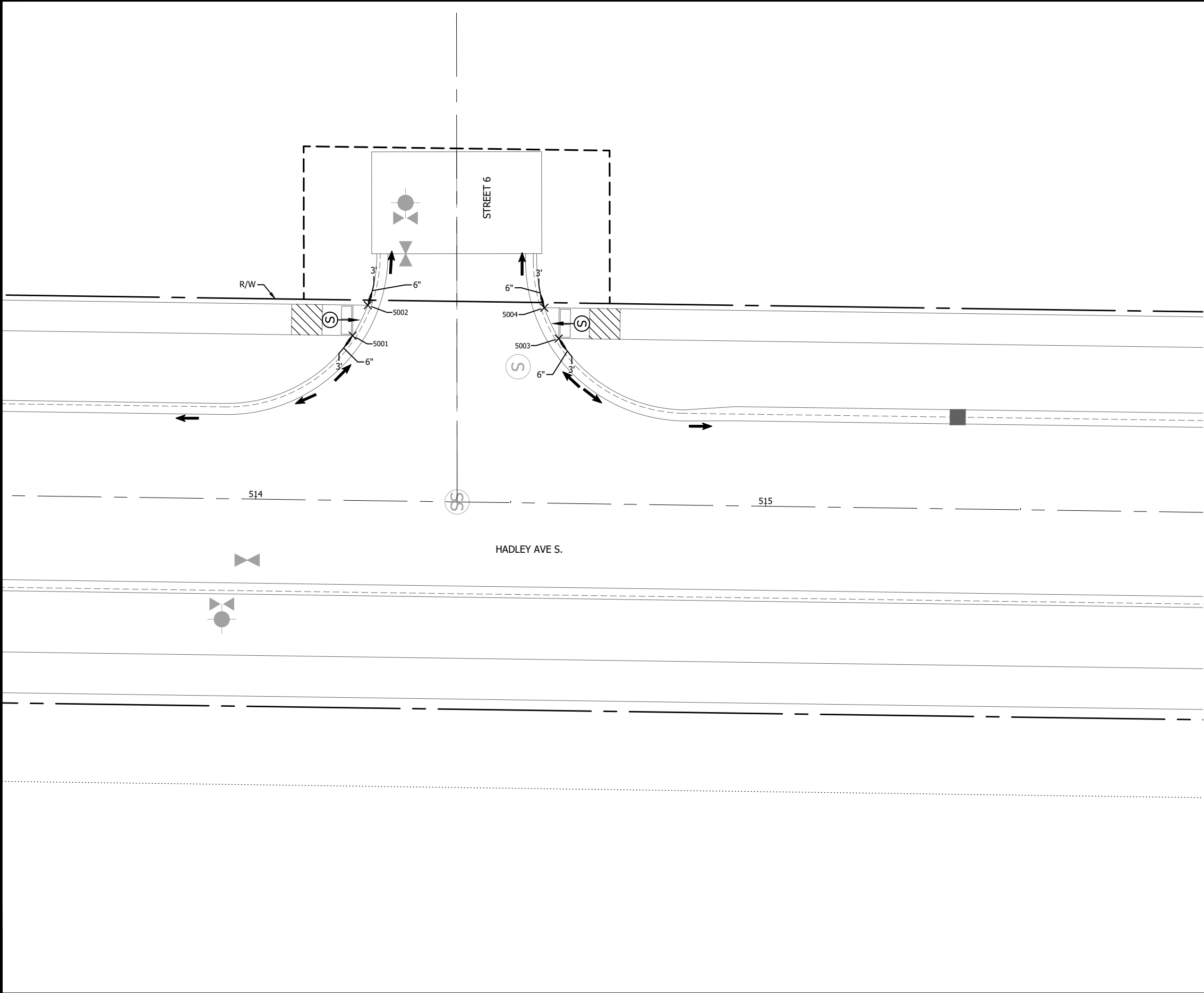
Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
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SURFACING PLAN
HAMLET AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
63
OF
158

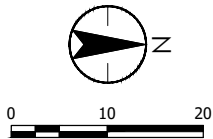
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LEGEND

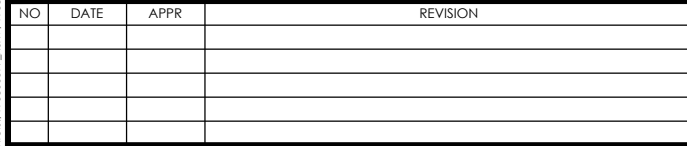
- TRUNCATED DOMES (SEE STANDARD PLATE 7038)
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- CP # CONTROL POINT (BACK OF CURB)
- X'' CURB HEIGHT
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- DRAINAGE FLOW ARROW

ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE STANDARD PLAN 5-297.250 SHEET 21 FOR CURB LINE REINFORCEMENT DETAIL.



Point Table			
Point #	Elevation	Northing	Easting
5001		119269.7902	468405.9824
5002		119272.7631	468400.0197
5003		119310.2106	468406.4965
5004		119307.3903	468400.4601

Plot Date: 01/10/2024 - 2:03pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C62.dwg
Xrefs: 193806597.XSW, 193806597.XSNO, 193806597.XSNI, 193806597.XSNV, 193806597.XSXT, 193806597.XSW, 193806597.BORDER



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 AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
 UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

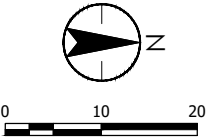
DATE: 01/04/2024 LIC. NO. 40973



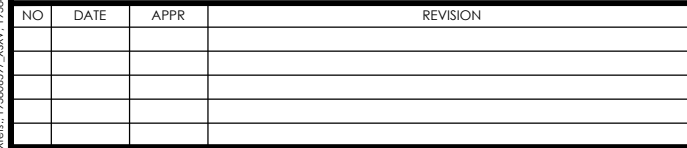
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
65
OF
158

ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
STANDARD PLAN 5-297.250 SHEET 21 FOR CURB LINE REINFORCEMENT DETAIL.



Plot Date: 01/10/2024 - 2:03pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C62.dwg
Xrefs: 193806597.XSW, 193806597.XSNO, 193806597.XSNI, 193806597.XSNV, 193806597.XSXT, 193806597.XSW, 193806597.BORDER



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SHEET

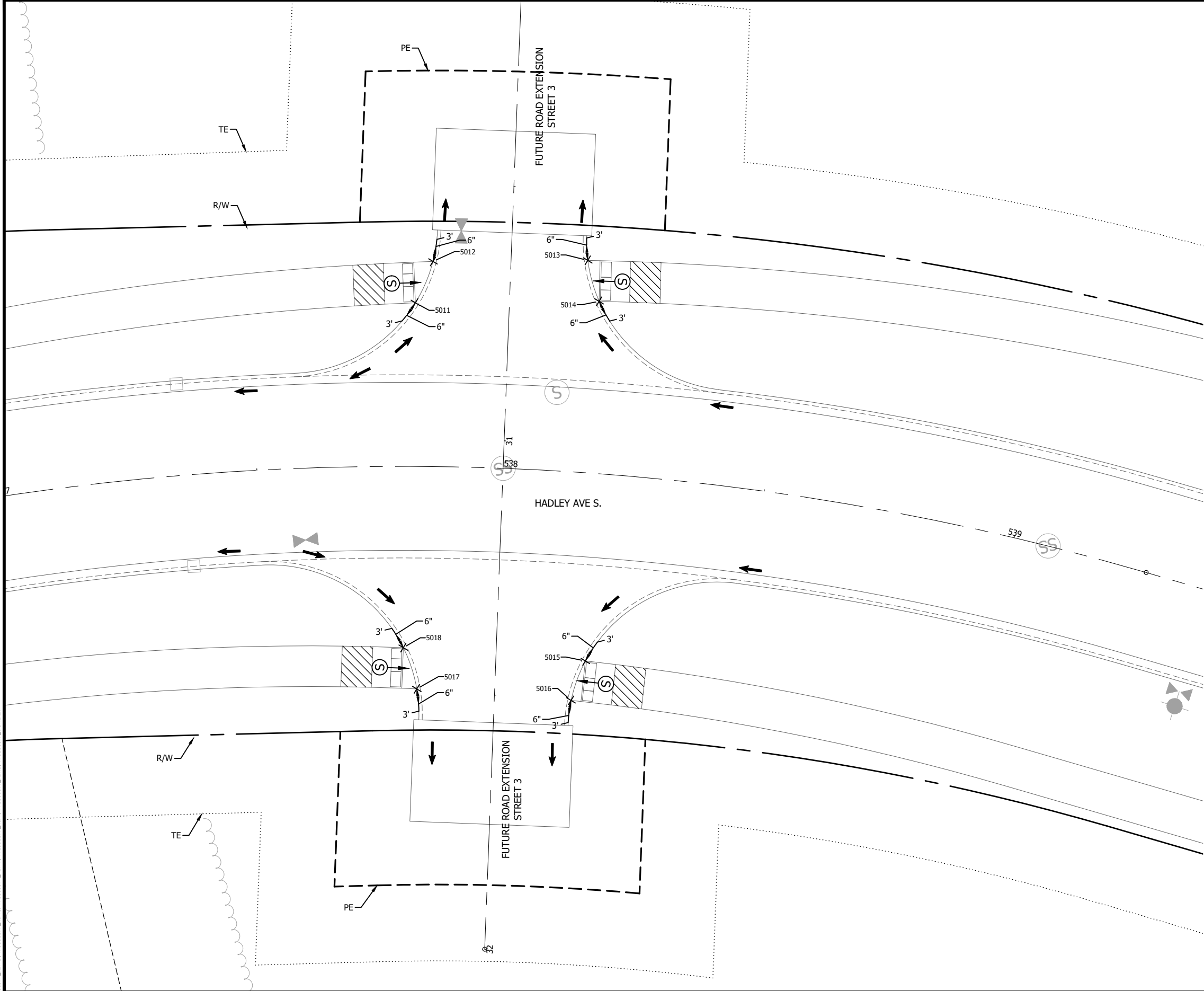
66

OF

158

Point Table			
Point #	Elevation	Northing	Easting
5009		120479.4871	467698.1461
5010		120479.4875	467690.1461

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LEGEND

TRUNCATED DOMES
(SEE STANDARD PLATE 7038)

LANDING AREA - 4' X 4' MIN. DIMENSIONS
AND MAX 2.0% SLOPE IN ALL DIRECTIONS

CP #

CONTROL POINT (BACK OF CURB)

X"

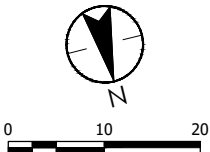
CURB HEIGHT

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE
BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN
THE DIRECTION SHOWN AND CROSS SLOPE SHALL
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THE DIRECTION SHOWN AND CROSS SLOPE SHALL
NOT EXCEED 2.0%

DRAINAGE FLOW ARROW

ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
STANDARD PLAN 5-297.250 SHEET 21 FOR CURB LINE REINFORCEMENT DETAIL.



Point Table			
Point #	Elevation	Northing	Easting
5011		120491.2163	467156.0566
5012		120484.1610	467150.7312
5013		120491.3086	467121.1478
5014		120499.6588	467120.9301
5015		120567.6077	467140.6219
5016		120574.4397	467145.2284
5017		120564.9222	467174.1168
5018		120556.4087	467174.7303

Plot Date: 01/10/2024 - 2:03pm
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NO	DATE	APPR	REVISION

SURVEY	PBW	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: DAVID R. SANOCKI SIGNATURE: DATE: 01/04/2024 LIC. NO.: 40973
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	

Where Pride and Prosperity Meet

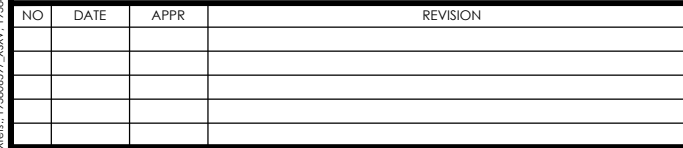
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
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ADA PLAN
HADLEY AVENUE S. & STREET 3

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
67
OF
158

Plot Date: 01/10/2024 - 2:03pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C621.dwg



	SURVEY	PBW
	DRAWN	MAF
	DESIGNED	MAF
	CHECKED	JDP
	APPROVED	DRS
	PROJ. NO.	193806597

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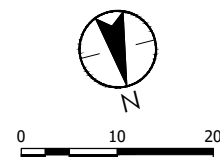
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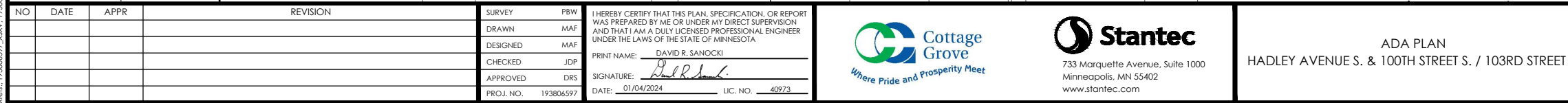
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

Point Table			
Point #	Elevation	Northing	Easting
5019		120663.6306	466801.5686
5020		120657.2747	466796.5847
5021		120672.0274	466771.2235
5022		120679.5018	466774.2848
5023		120748.9774	466813.9528
5024		120755.0432	466819.4354
5025		120740.2561	466844.8556
5026		120732.7818	466841.7944

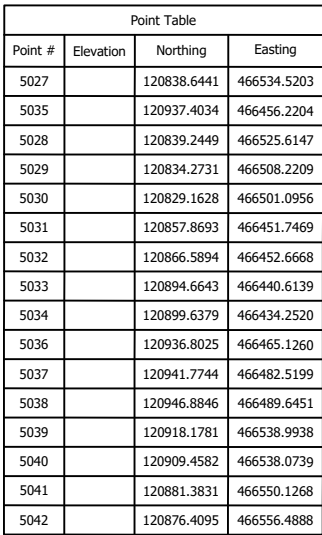
ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
STANDARD PLAN 5-297.250 SHEET 21 FOR CURB LINE REINFORCEMENT DETAIL.



Plot Date: 01/10/2024 - 2:04pm
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ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
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Point Table			
Point #	Elevation	Northing	Easting
5027		120838.6441	466534.5203
5035		120937.4034	466456.2204
5028		120839.2449	466525.6147
5029		120834.2731	466508.2209
5030		120829.1628	466501.0956
5031		120857.8693	466451.7469
5032		120866.5894	466452.6668
5033		120894.6643	466440.6139
5034		120899.6379	466434.2520
5036		120936.8025	466465.1260
5037		120941.7744	466482.5199
5038		120946.8846	466489.6451
5039		120918.1781	466538.9938
5040		120909.4582	466538.0739
5041		120881.3831	466550.1268
5042		120876.4095	466556.4888

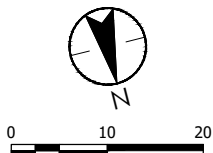
SHEET
69
OF
158

Plot Date: 01/10/2024 - 2:04pm
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Xrefs: 193806597.XSV, 193806597.XNO, 193806597.XSNI, 193806597.XSNV, 193806597.XSXT, 193806597.XSXL, 193806597.BORDER



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
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Point Table			
Point #	Elevation	Northing	Easting
5043		121070.0837	466094.1392
5044		121075.6271	466100.0845
5045		121091.5390	466067.3254
5046		121098.5518	466071.4340

[illegible]

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

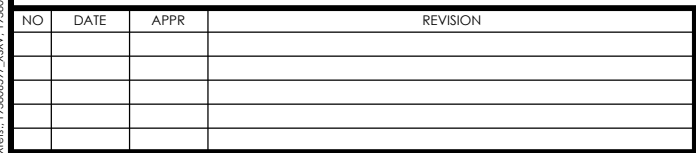
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PRINT NAME: DAVID R. SANOCKI

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Plot Date: 01/10/2024 - 2:04pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_C62.dwg
Xrefs: 193806597.XSW, 193806597.XSNO, 193806597.XSNI, 193806597.XSNV, 193806597.XSXT, 193806597.XSW, 193806597.BORDER



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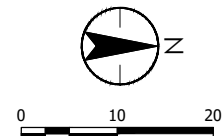
SIGNATURE: *David R. Sanocki*

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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

Point Table			
Point #	Elevation	Northing	Easting
5047		121414.1553	465973.7779
5048		121417.4717	465981.3643
5049		121447.8529	465981.4829
5050		121447.8196	465973.4830
5051		121459.7865	465950.5608
5052		121467.7645	465946.4079
5053		121459.5524	465904.7372
5054		121467.5390	465904.0450

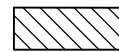


ALL PEDESTRIAN RAMPS SHALL BE REINFORCED WITH THE CURBLINE. SEE
STANDARD PLAN 5-297.250 SHEET 21 FOR CURB LINE REINFORCEMENT DETAIL.

LEGEND



TRUNCATED DOMES
(SEE STANDARD PLATE 7038)



LANDING AREA - 4' X 4' MIN. DIMENSIONS
AND MAX 2.0% SLOPE IN ALL DIRECTIONS

CP # CONTROL POINT (BACK OF CURB)

X'' CURB HEIGHT



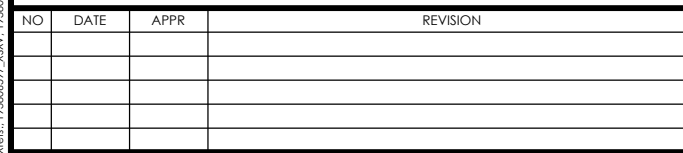
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GREATER THAN 2.0% AND LESS THAN 5.0% IN
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← DRAINAGE FLOW ARROW

Plot Date: 01/10/2024 - 2:04pm
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PRINT NAME: DAVID R. SANOCKI

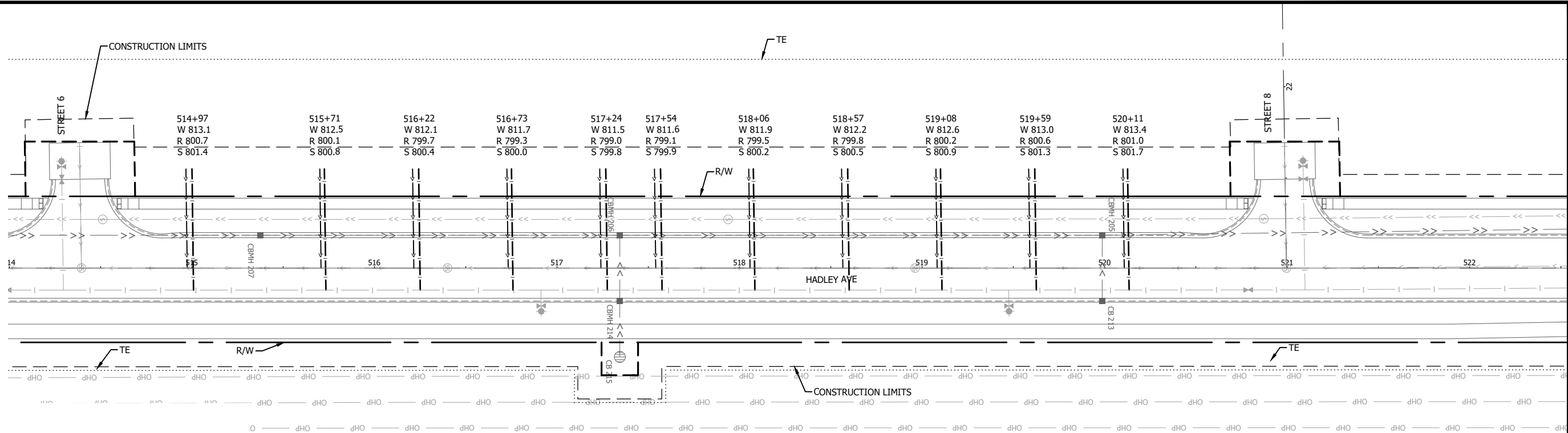
SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973

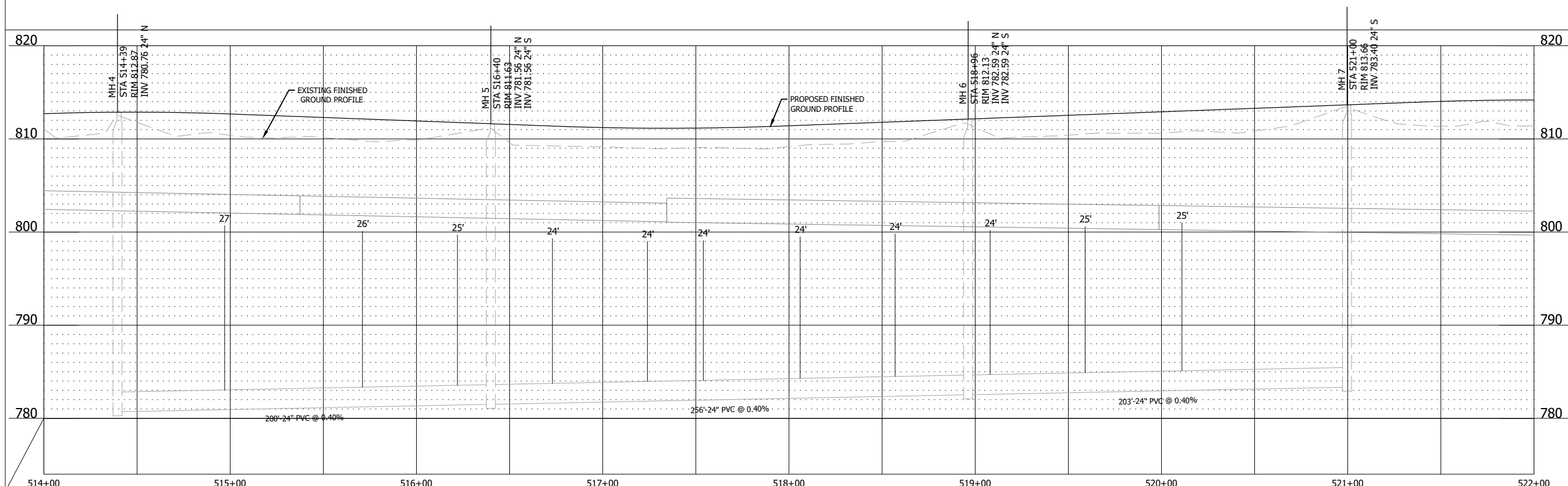


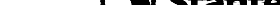
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
72
OF
158



TYPICAL SERVICE INFORMATION:	
X+XX	INDICATES WYE STATION ALONG ROAD ALIGNMENT
W 900.0	INDICATES CURB BOX ELEVATION (FINISH GROUND)
R 891.0	INDICATES INVERT AT TOP OF SEWER RISER
S 892.0	INDICATES UPSTREAM INVERT ELEVATION OF SEWER SERVICE AT END OF SERVICE



NO.	DATE	APPR.	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	SANITARY SEWER & WATERMAIN PLAN & PROFILE HADLEY AVENUE	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	73					
			DESIGNED	MAF	OF					
			CHECKED	JDP						
			APPROVED	DIRS						
			PROJ. NO.	193805569						

18" X 8" REDUCER
CONNECT TO EX. 8" WM

REMOVE 18" X 8" CROSS
18" X 18" CROSS
CONNECT TO EX. 18" WM (2)

18" BV & BOX

TE

R/W

18" X 8" TEE

REMOVE 18" PLUG
CONNECT TO EX. WM

18" 22.5° BEND

8" GV & BOX

8" PLUG
1" CORP W/ CURB STOP
15' - 1" COPPER

102ND ST

HADLEY AVE

FUTURE ROADWAY

R/W

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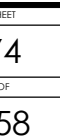
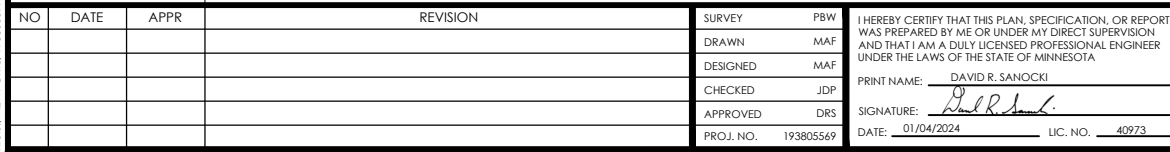
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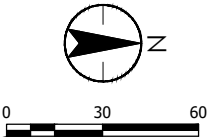
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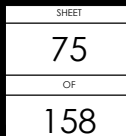
SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193805569

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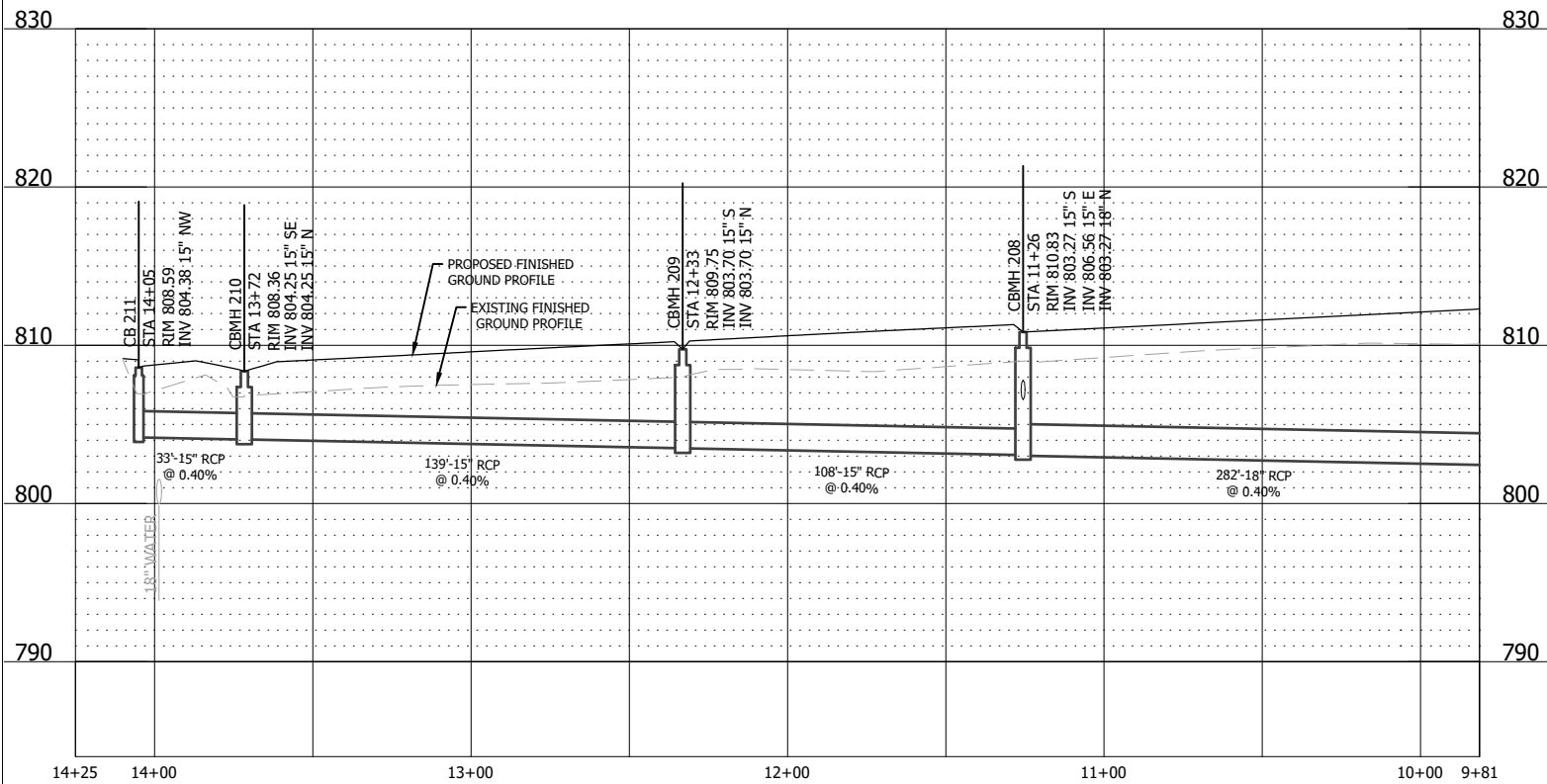
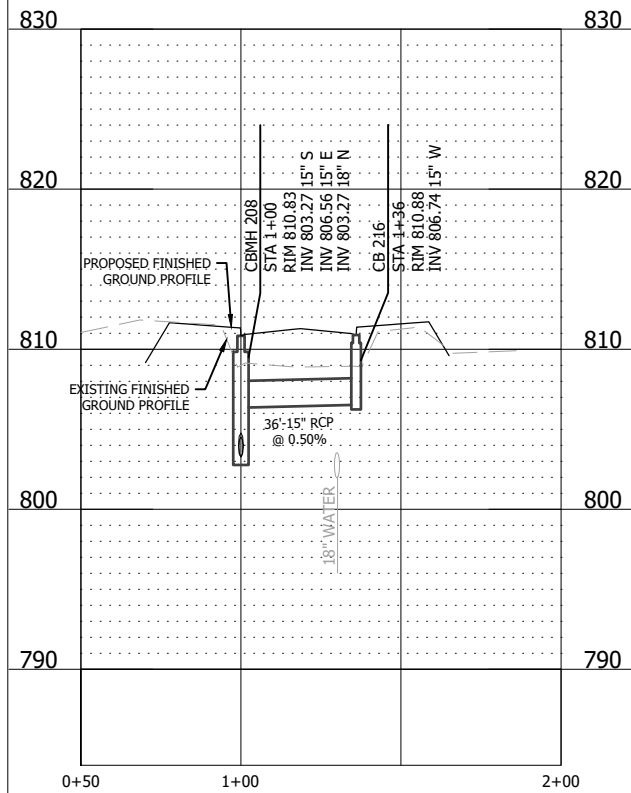
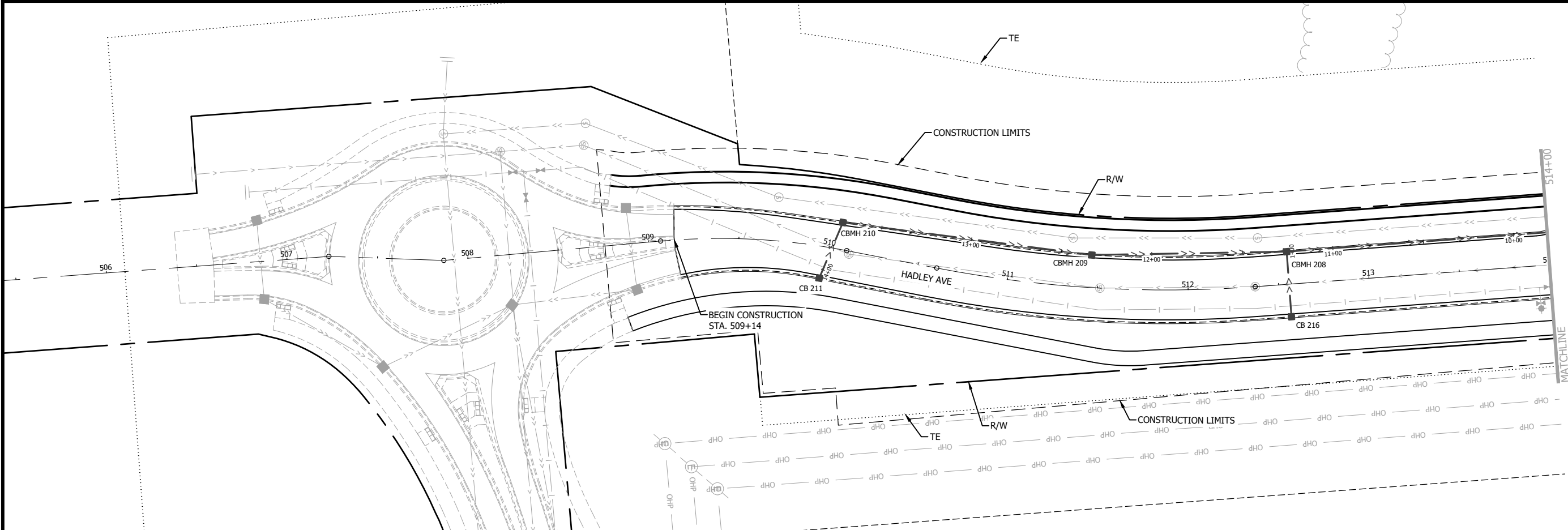
PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



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DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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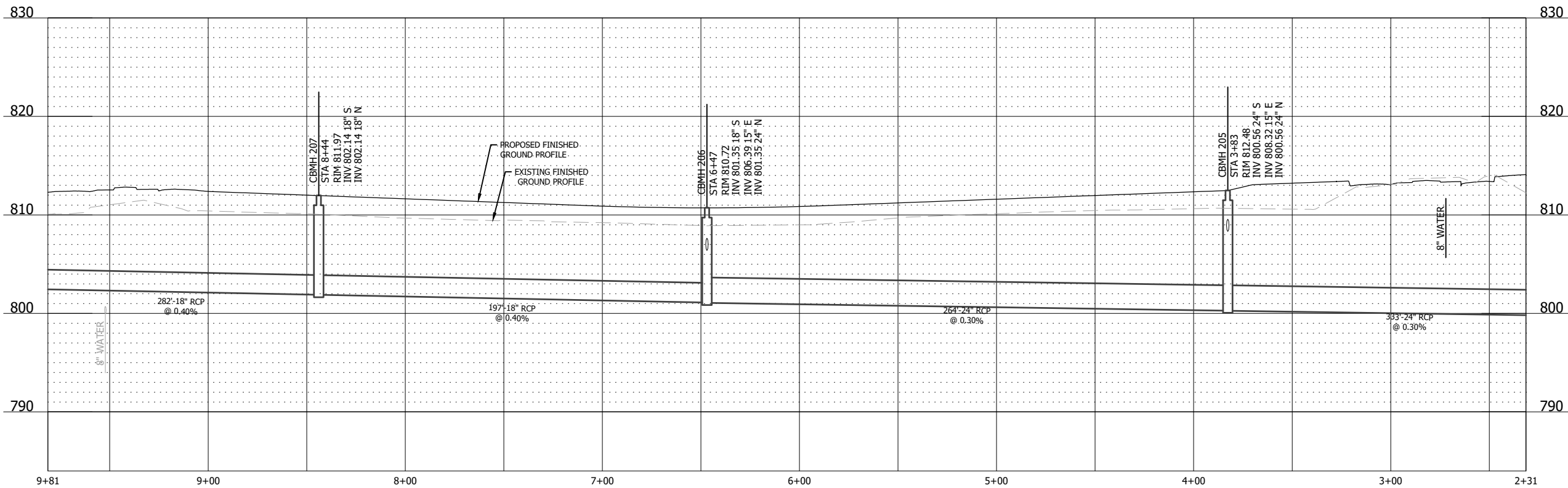


DRAINAGE PLAN & PROFILE
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

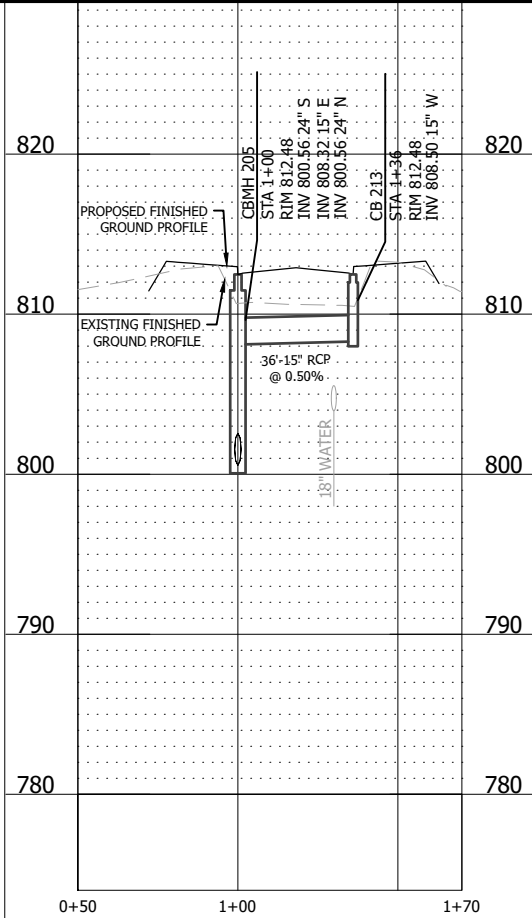
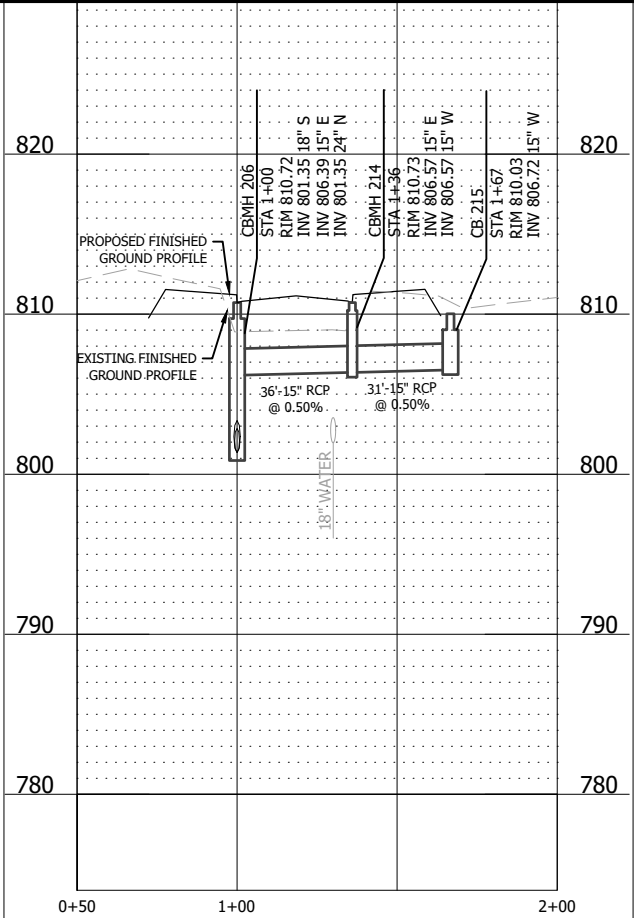
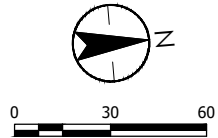
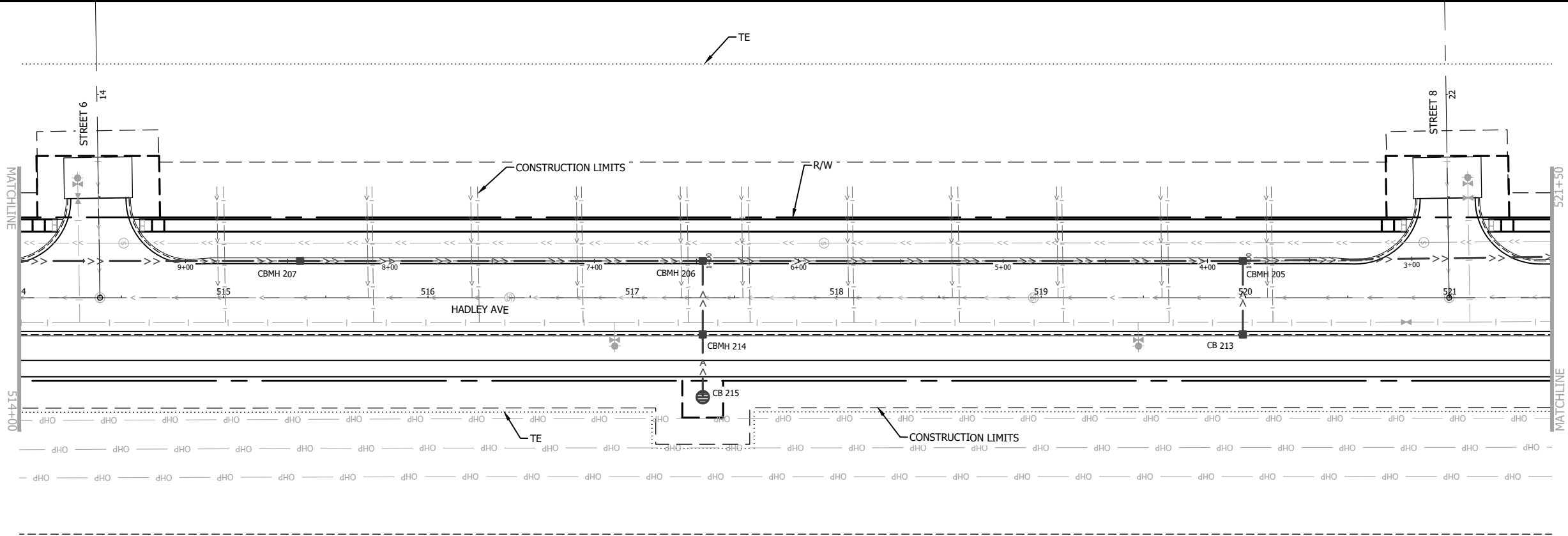
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Plot Date: 01/10/2024 - 2:13pm
Drawing name: U:\193806597\



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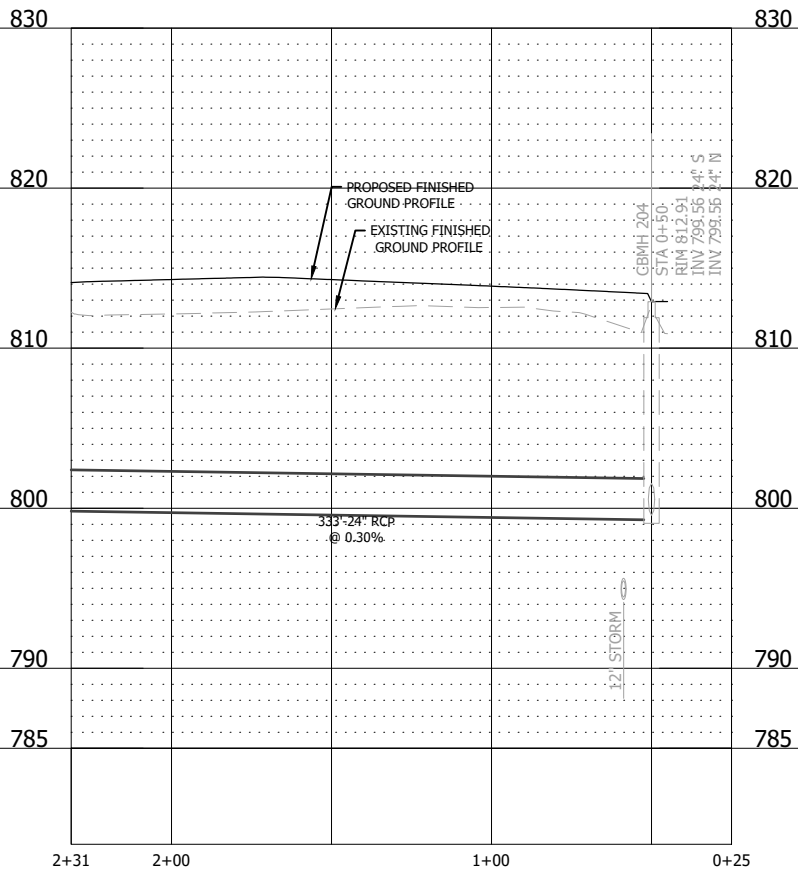
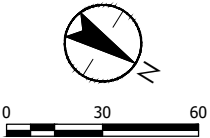


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HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
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OF
158

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NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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DATE: 01/04/2024 LIC. NO. 40973



DRAINAGE PLAN & PROFILE HADLEY AVENUE S.

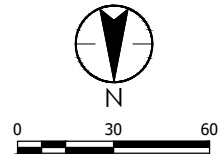
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET

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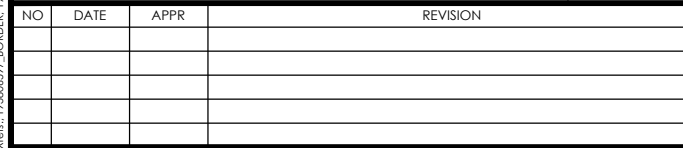
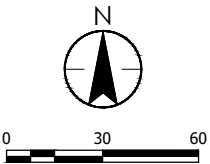
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SHEET
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OF
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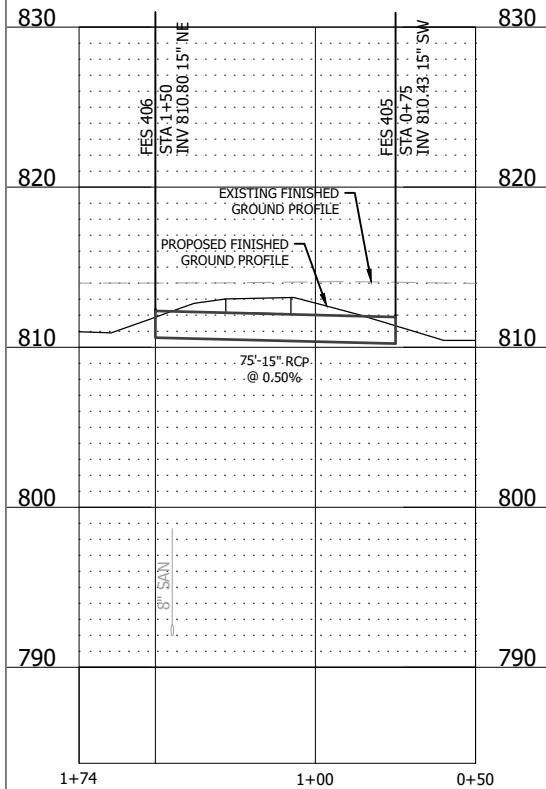
SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



SHEET
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OF
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DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	
		PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>

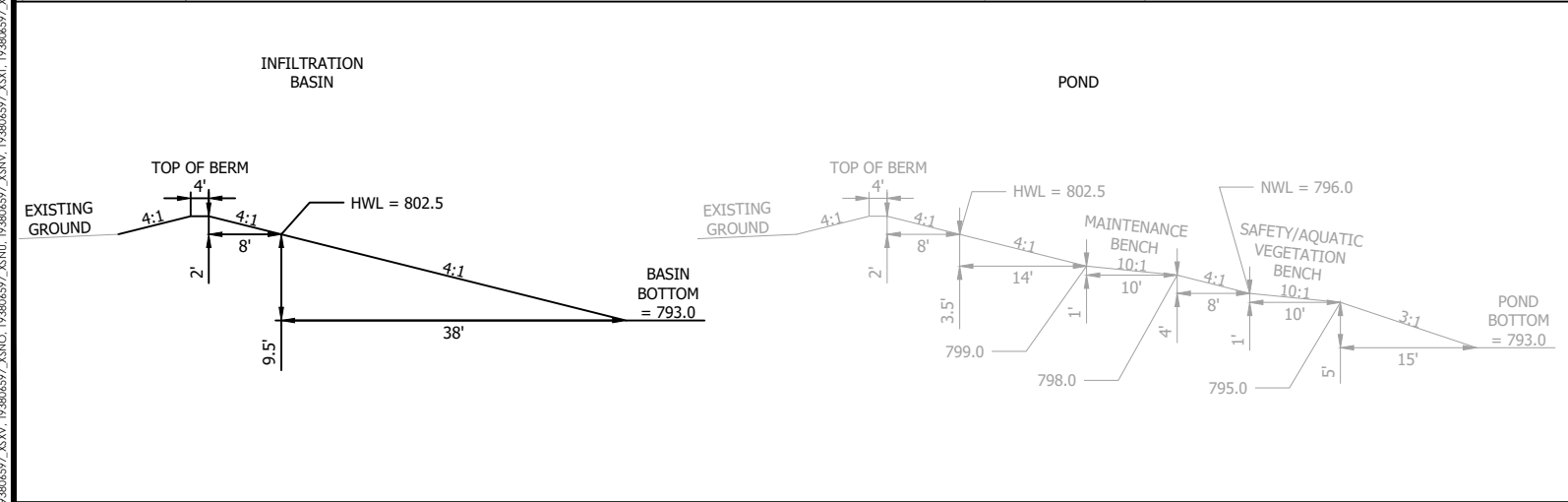
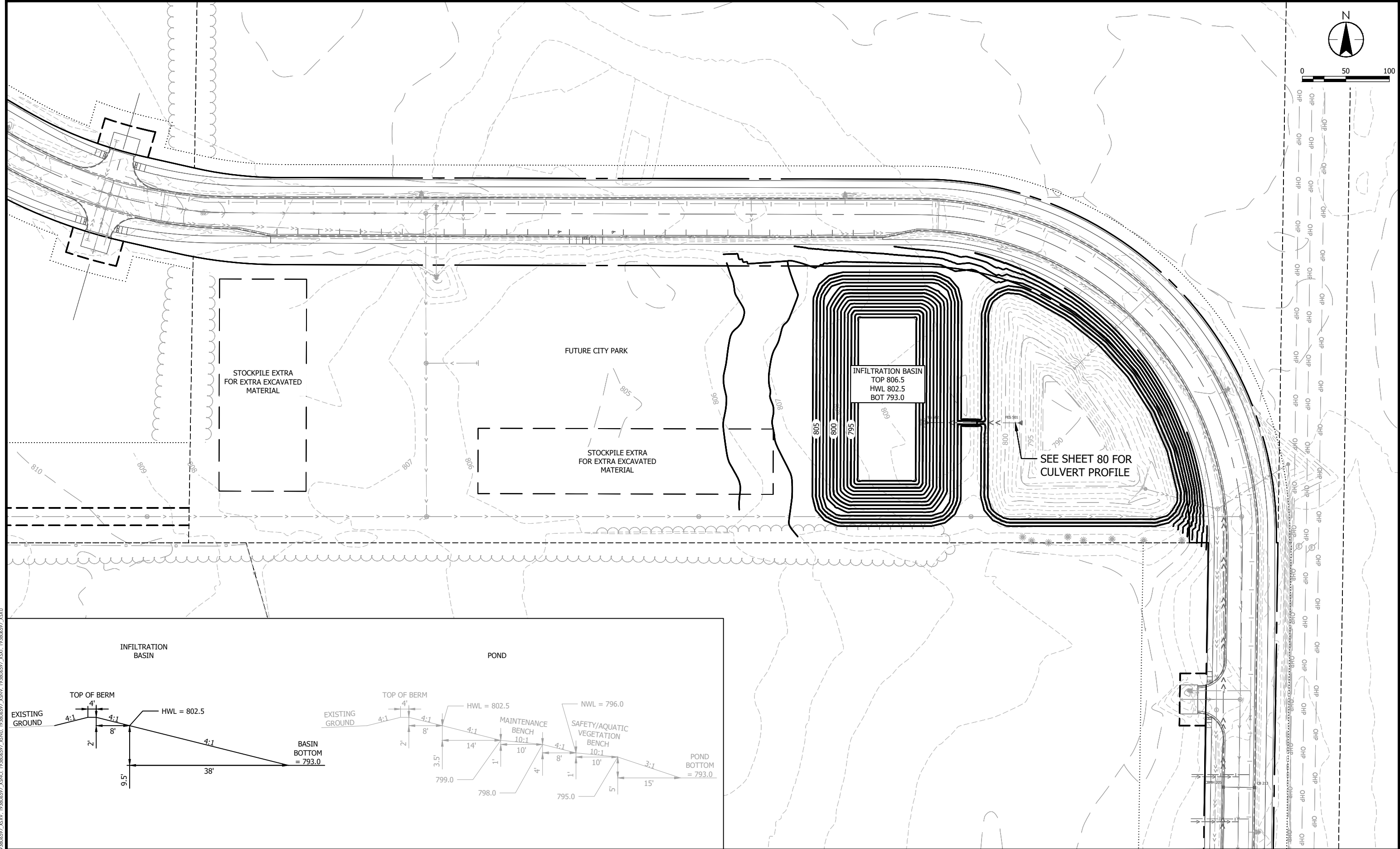


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NO	DATE	APPR	REVISION

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DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO.: 40973
PROJ. NO.	193806597	



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GRADING PLAN
CITY PARK AREA

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
83
OF
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STABILIZATION TIME FRAMES

AREA	TIME FRAME	NOTES
LAST 200 LINEAL FEET OF DRAINAGE DITCH OR SWALE	WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER OR PROPERTY EDGE	1, 2, 3
REMAINING PORTIONS OF DRAINAGE DITCH OR SWALE	14 DAYS	1, 3
PIPE AND CULVERT OUTLETS	24 HOURS	
EXPOSED SOILS AND STOCKPILES	14 DAYS	1

2. STABILIZE WETTED PERIMETER OF DITCH (I.E. WHERE THE DITCH GETS WET).

3. APPLICATION OF MULCH, HYDROMULCH, TACKIFIER AND POLYACRYLAMIDE ARE NOT ACCEPTABLE STABILIZATION METHODS IN THESE AREAS.

5. TOPSOIL BERMS MUST BE STABILIZED IN ORDER TO BE CONSIDERED PERIMETER CONTROL BMPS. USE RAPID STABILIZATION METHOD 2, 3, OR 4 AS DIRECTED BY THE ENGINEER. THE SEED MIX USED IN THE RAPID STABILIZATION MAY BE SUBSTITUTED AS FOLLOWS:

- A. SINGLE YEAR CONSTRUCTION BETWEEN MAY 1 - AUGUST 1, SEED WITH SEED MIXTURE 21-111
B. SINGLE YEAR CONSTRUCTION BETWEEN AUGUST 1 AND OCTOBER 31, SEED WITH SEED MIXTURE 21-112
C. MULTI YEAR CONSTRUCTION 22-111

GENERAL SWPPP NOTES FOR CONSTRUCTION ACTIVITY

2. BURNING OF ANY MATERIAL IS NOT ALLOWED WITHIN PROJECT BOUNDARY.

4. ROUTE STORMWATER AROUND UNSTABILIZED AREAS OF THE SITE WHENEVER FEASIBLE. PROVIDE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES AS NEEDED TO KEEP CHANNELS FROM ERODING AND TO PREVENT NUISANCE CONDITIONS AT THE OUTLET.

5. DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS WHENEVER FEASIBLE. PROVIDE VELOCITY DISSIPATION DEVICES AS NEEDED TO PREVENT EROSION.

7. ESTABLISH SEDIMENT CONTROL DEVICES ON ALL DOWN GRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER ZONES BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN. MAINTAIN SEDIMENT CONTROL DEVICES UNTIL CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

9. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PLACE BMP A MINIMUM 5 FEET FROM THE TOE OF SLOPE WHERE FEASIBLE. DO NOT PLACE STOCKPILES IN NATURAL BUFFER AREAS, SURFACE WATERS OR STORMWATER CONVEYANCES.

10. DITCH CHECKS WILL BE PLACED AS INDICATED ON THE PLANS DURING ALL PHASES OF CONSTRUCTION.

14. PLACE CONSTRUCTION EXITS, AS NECESSARY, TO PREVENT TRACKING OF SEDIMENT ONTO PAVED SURFACES BOTH ON AND OFF THE PROJECT SITE. PROVIDE CONSTRUCTION EXITS OF SUFFICIENT SIZE TO PREVENT TRACK OUT. MAINTAIN CONSTRUCTION EXITS WHEN EVIDENCE OF TRACKING IS DISCOVERED. REGULAR STREET SWEEPING IS NOT AN ACCEPTABLE ALTERNATIVE TO PROPER CONSTRUCTION EXIT INSTALLATION AND MAINTENANCE.

16. PROVIDE SCOUR PROTECTION AT ANY OUTFALL OF DEWATERING ACTIVITIES.

17. PROVIDE STABILIZATION IN ANY TRENCHES CUT FOR DEWATERING OR SITE DRAINING PURPOSES.

POLLUTION PREVENTION

1. PROVIDE A SPILL KIT AT EACH WORK LOCATION ON THE SITE.

2. STORE ALL BUILDING MATERIALS THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS, PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPE MATERIALS UNDER COVER AND WITH SECONDARY CONTAINMENT.

3. PROVIDE A SECURE STORAGE AREA WITH RESTRICTED ACCESS FOR ALL HAZARDOUS MATERIALS AND TOXIC WASTE. RETURN ALL HAZARDOUS MATERIALS AND TOXIC WASTE TO THE DESIGNATED STORAGE AREA AT THE END OF THE BUSINESS DAY UNLESS INFEASIBLE. STORE ALL HAZARDOUS MATERIALS AND TOXIC WASTE (INCLUDING BUT NOT LIMITED TO OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT, PETROLEUM BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS WITH SECONDARY CONTAINMENT. CLEAN UP SPILLS IMMEDIATELY.

4. STORE, COLLECT AND DISPOSE OF ALL SOLID WASTE.

5. POSITION ALL PORTABLE TOILETS SO THAT THEY ARE SECURE AND CANNOT BE TIPPED OR KNOCKED OVER. PROPERLY DISPOSE OF ALL SANITARY WASTE.

6. FUEL AND MAINTAIN VEHICLES IN A DESIGNATED CONTAINED AREA WHENEVER FEASIBLE. USE DRIP PANS OR ABSORBENT MATERIALS TO PREVENT SPILLS OR LEAKED CHEMICALS FROM DISCHARGING TO SURFACE WATER OR STORMWATER CONVEYANCES. PROVIDE A SPILL KIT AT EACH LOCATION THAT VEHICLES AND EQUIPMENT ARE FUELED OR MAINTAINED AT.

7. LIMIT VEHICLE AND EQUIPMENT WASHING TO A DEFINED AREA OF THE SITE. CONTAIN RUNOFF FROM THE WASHING AREA TO A TEMPORARY SEDIMENT BASIN OR OTHER EFFECTIVE CONTROL. PROPERLY DISPOSE OF ALL WASTE GENERATED BY VEHICLE AND EQUIPMENT WASHING. ENGINE DEGREASING IS NOT ALLOWED ON THE SITE.

8. PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS. LIQUID AND SOLID WASHOUT WASTES MUST NOT CONTACT THE GROUND. DESIGN THE CONTAINMENT SO THAT IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR CONTAINMENT AREA.

9. CREATE AND FOLLOW A WRITTEN DISPOSAL PLAN FOR ALL WASTE MATERIALS. INCLUDE IN THE PLAN HOW THE MATERIAL WILL BE DISPOSED OF AND THE LOCATION OF THE DISPOSAL SITE. SUBMIT PLAN TO THE ENGINEER.

10. USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT DISCHARGE OR PLACEMENT OF BITUMINOUS GRINDINGS, CUTTINGS, MILLINGS, AND OTHER BITUMINOUS WASTES FROM AREAS OF EXISTING OR FUTURE VEGETATED SOILS AND FROM ALL WATER CONVEYANCE SYSTEMS, INCLUDING INLETS, DITCHES AND CURB FLOW LINES.

1. USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT CONCRETE DUST, PARTICLES, CONCRETE WASH OUT, AND OTHER CONCRETE WASTES FROM LEAVING MNDOT RIGHT OF WAY, DEPOSITING IN EXISTING OR FUTURE VEGETATED AREAS, AND FROM ENTERING STORMWATER CONVEYANCE SYSTEMS, INCLUDING INLETS, DITCHES AND CURB FLOW LINES. USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT SAW CUT SLURRY AND PLANING WASTE FROM LEAVING MNDOT RIGHT OF WAY AND FROM ENTERING STORMWATER CONVEYANCE SYSTEMS INCLUDING DITCHES AND CULVERTS.

NO.	DATE	APPR	REVISION	SURVEY	PBW	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
				DRAWN	MAF	
				DESIGNED	MAF	
				CHECKED	JDP	
				APPROVED	DRS	
				PROJ. NO.	193806597	PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>



733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
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STORMWATER POLLUTION PREVENTION PLAN
SWPPP

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET

85

OF

158

WATER RESOURCE NOTES

5. THE FOLLOWING WATER RELATED PERMITS APPLY TO THIS PROJECT:

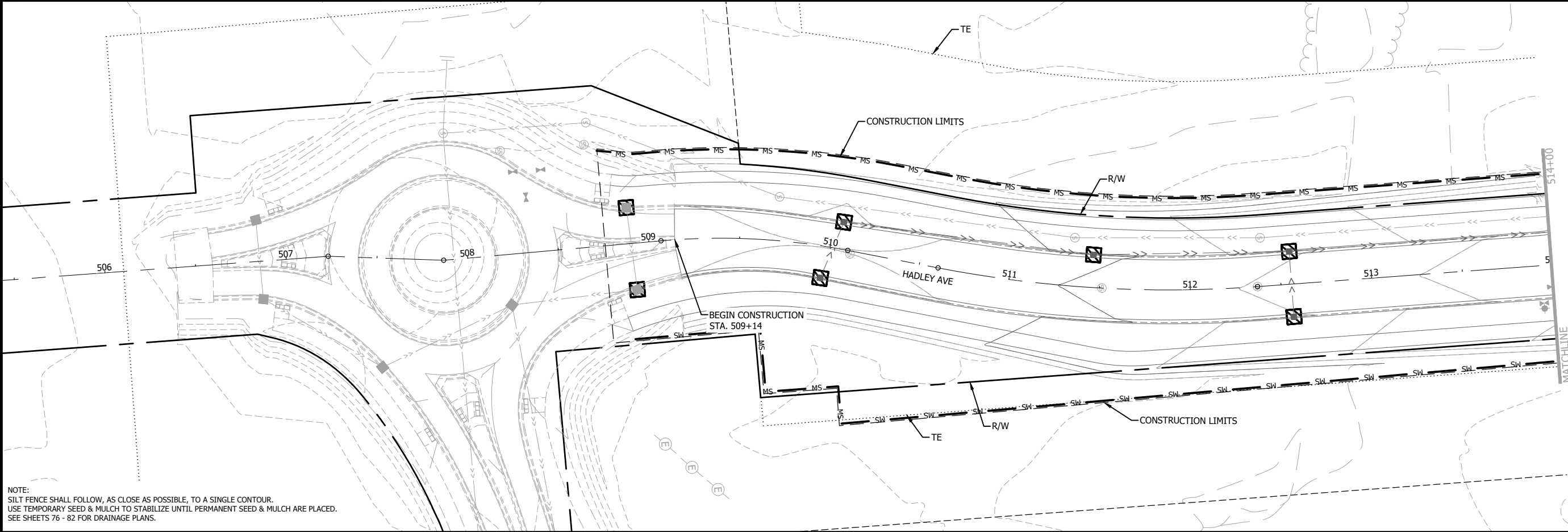
AGENCY	TYPE OF PERMIT
MINNESOTA POLLUTION CONTROL AGENCY (MPCA)	NPDES CONSTRUCTION PERMIT

TEMPORARY DEWATERING ACTIVITIES MAY BE REQUIRED FOR ROADWAY CONSTRUCTION AND UTILITY WORK. THEREFORE IT IS POSSIBLE THAT A PERMIT FOR THE TEMPORARY APPROPRIATION OF WATERS OF THE STATE, NON-IRRIGATION FROM MNDNR WILL BE REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS PERMIT PRIOR TO COMMENCING DEWATERING ACTIVITIES. ALL TEMPORARY DEWATERING SHALL BE DISCHARGED TO AN APPROVED LOCATION FOR TREATMENT PRIOR TO DISCHARGE TO THE RECEIVING WATER. SUBMIT A SITE MANAGEMENT PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK.

3. ANY POND CORNERS OPENED DUE TO TILLING FOR SHRUB BEDS OR TREE HOLES MUST BE PLANTED AND MULCHED WITH WOOD CHIP WITHIN 24 HOURS OR STRAW MULCHED UNTIL PLANTING OPERATIONS CAN BE COMPLETED.

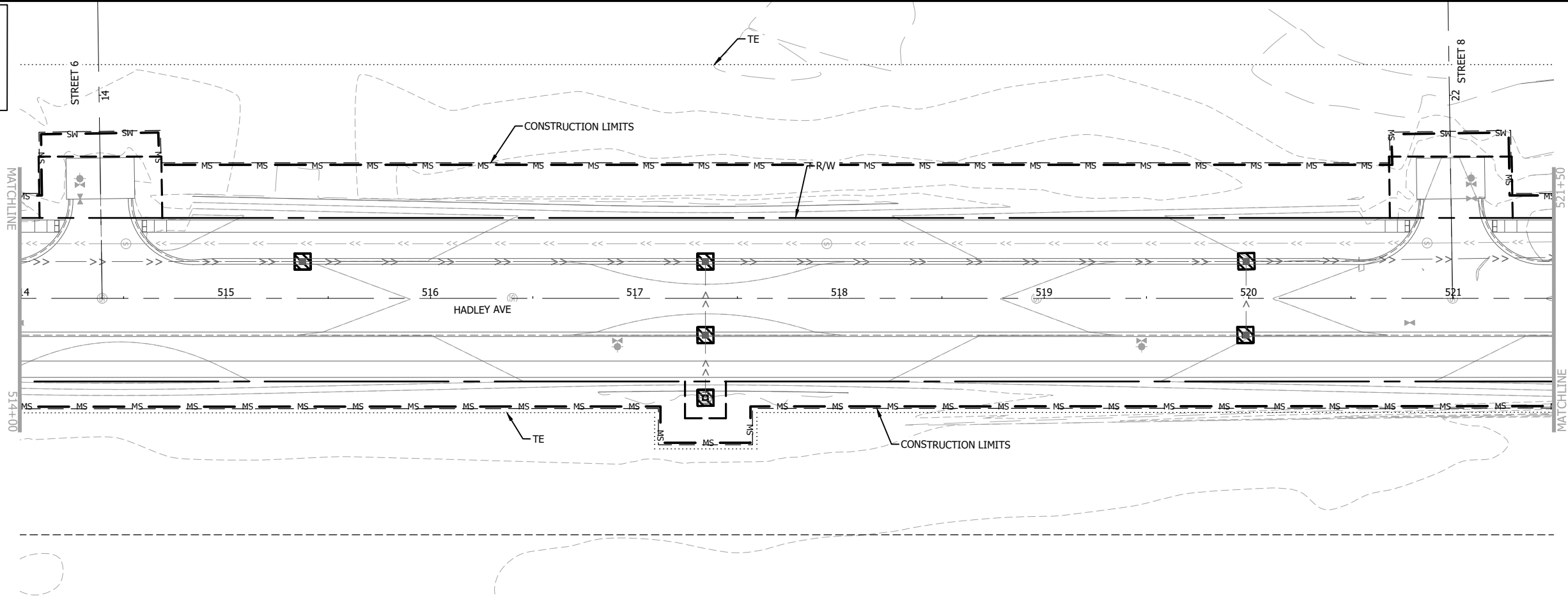
NO	DATE	APPR		REVISION	SURVEY	PBW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	 Cottage Grove <i>Where Pride and Prosperity Meet</i>	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	STORMWATER POLLUTION PREVENTION PLAN SWPPP	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
				DRAWN	MAF		86					
				DESIGNED	MAF		OF					
				CHECKED	JDP	PRINT NAME: DAVID R. SANOCKI						
				APPROVED	DRS	SIGNATURE: 						
				PROJ. NO.	193806597	DATE: 01/04/2024 LIC. NO. 40973	158					

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



NOTE:
SILT FENCE SHALL FOLLOW, AS CLOSE AS POSSIBLE, TO A SINGLE CONTOUR.
USE TEMPORARY SEED & MULCH TO STABILIZE UNTIL PERMANENT SEED & MULCH ARE PLACED.
SEE SHEETS 76 - 82 FOR DRAINAGE PLANS.

STORM DRAIN INLET PROTECTION
 SEDIMENT CONTROL LOG
 TYPE COMPOST
 FLOW ARROW
 SILT FENCE, TYPE MS
 CULVERT END CONTROL



NO	DATE	APPR	REVISION

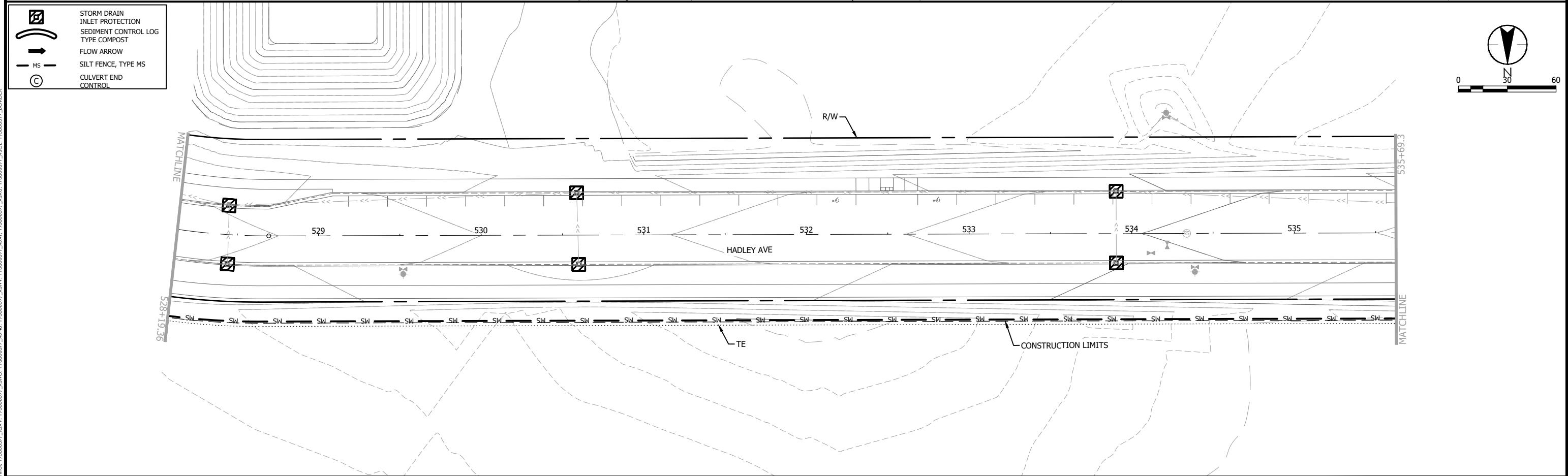
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DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



EROSION CONTROL PLAN
HADLEY AVENUE S.

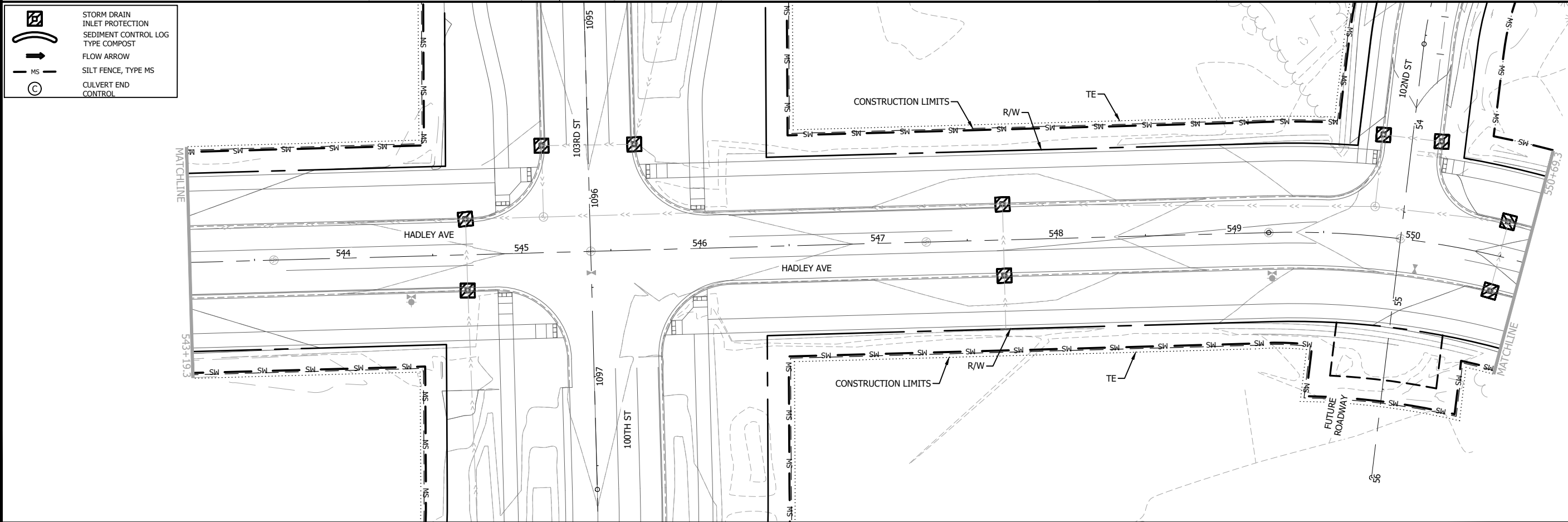
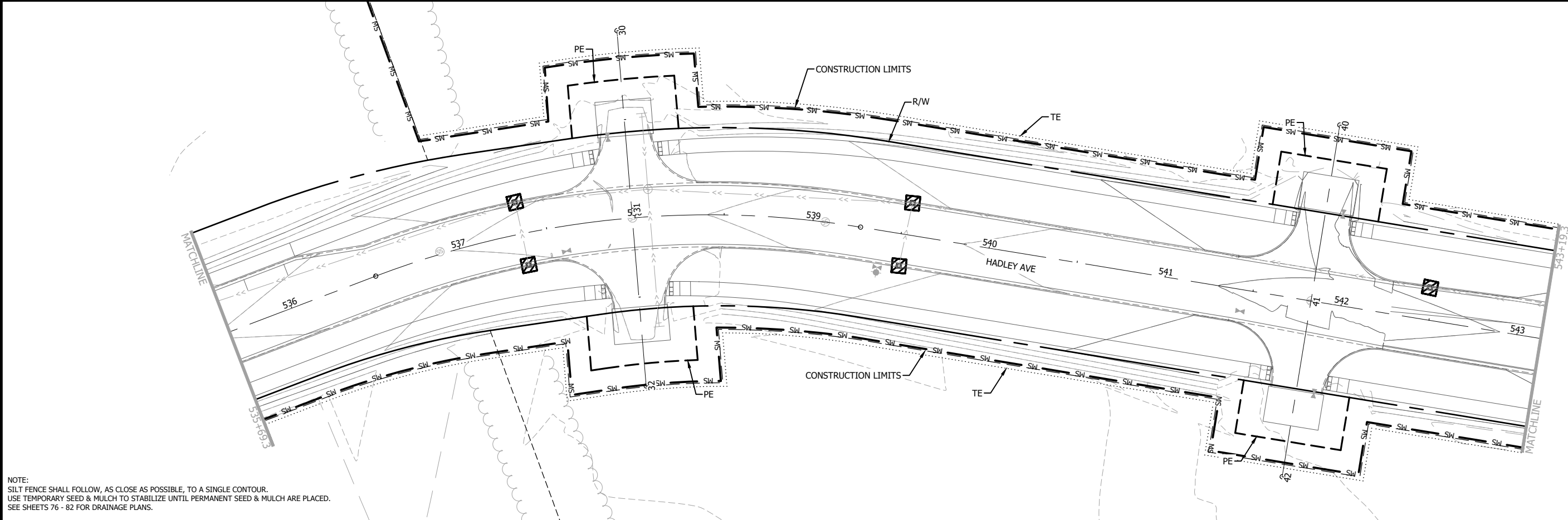
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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NO.	DATE	APPR.	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	EROSION CONTROL PLAN HADELY AVENUE S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	88					
			DESIGNED	MAF	OF					
			CHECKED	JDP						
			APPROVED	DRS	158					
			PROJ. NO.	193806597						

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PRINT NAME: DAVID R. SANOCKI
SIGNATURE: *[Signature]*
DATE: 01/04/2024 LIC. NO.: 40973



Cottage Grove
Where Pride and Prosperity Meet



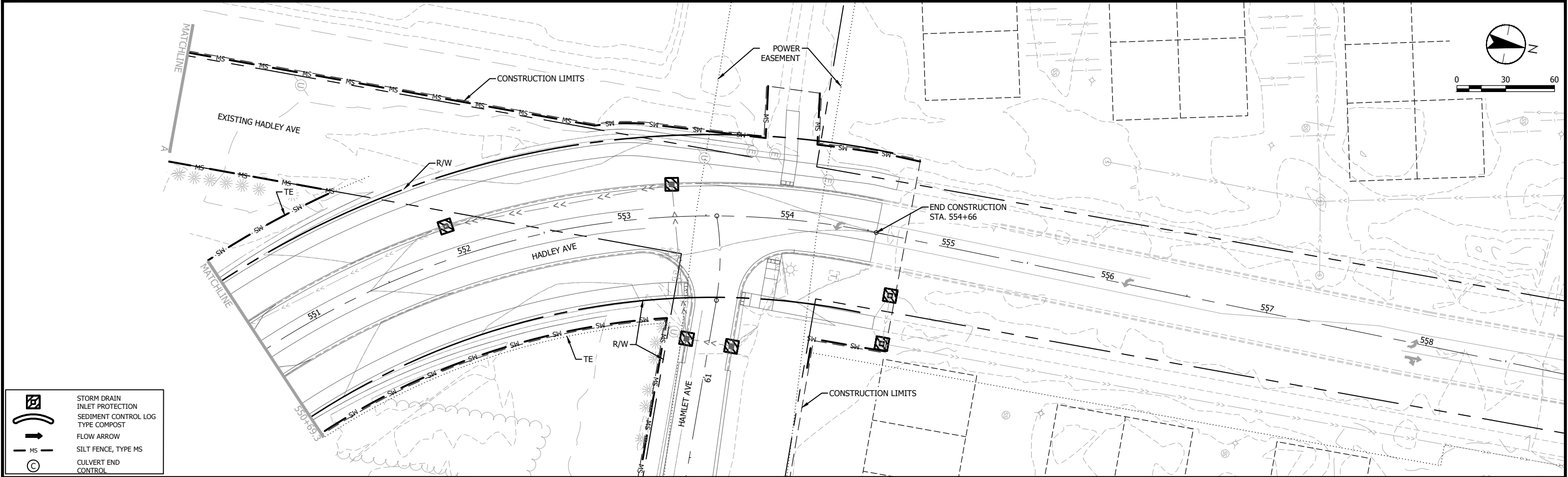
Stantec
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EROSION CONTROL PLAN
HADLEY AVENUE S.

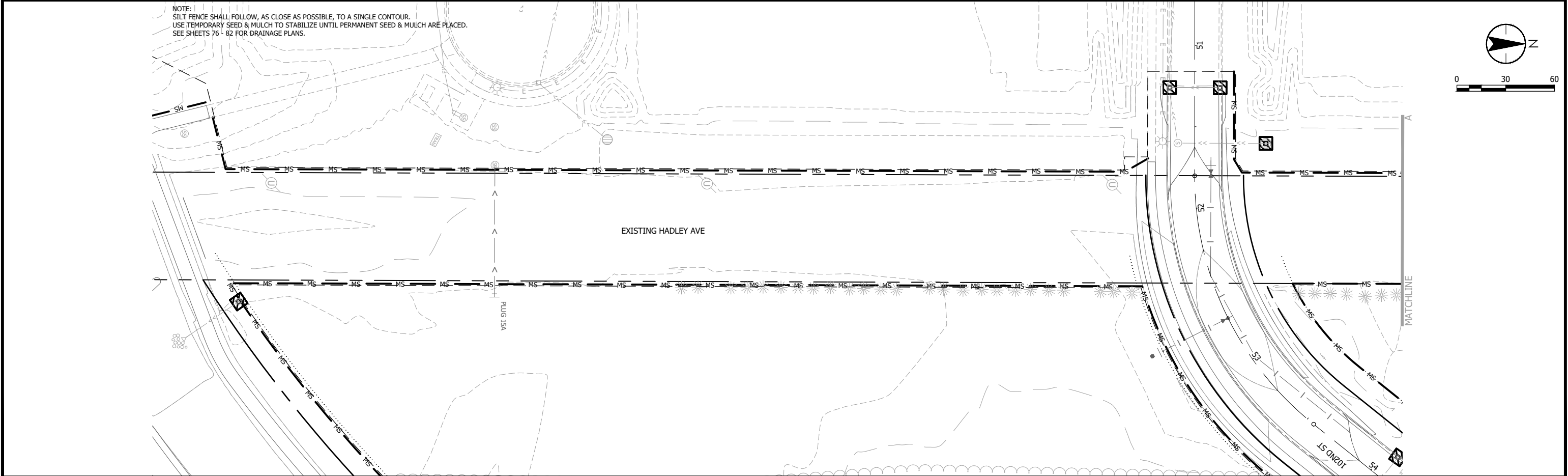
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
89
OF
158

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CHECKED	JDP	DATE: 01/04/2024 LIC. NO. 40973
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PROJ. NO.	193806597	



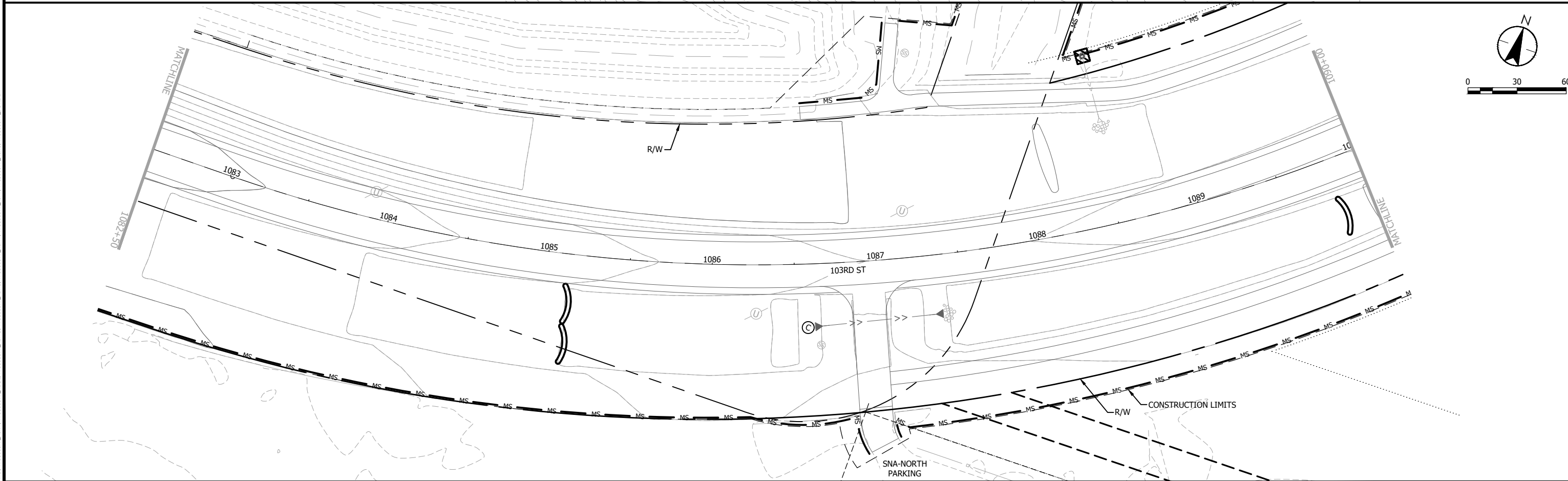
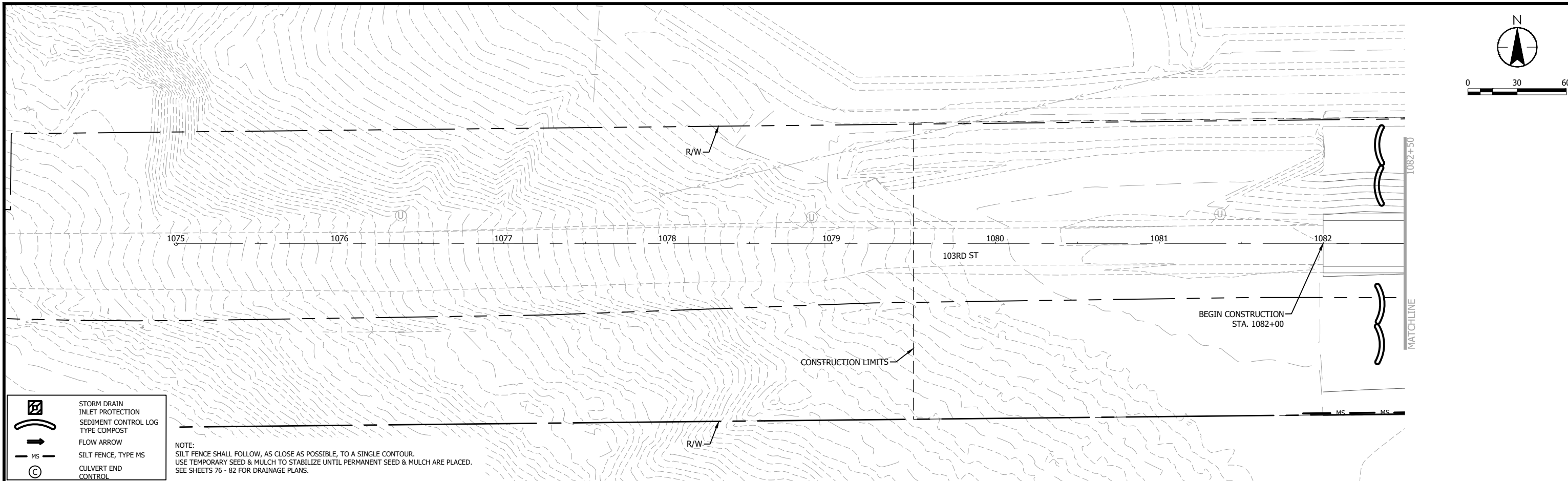
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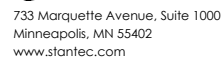
EROSION CONTROL PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
90
OF
158



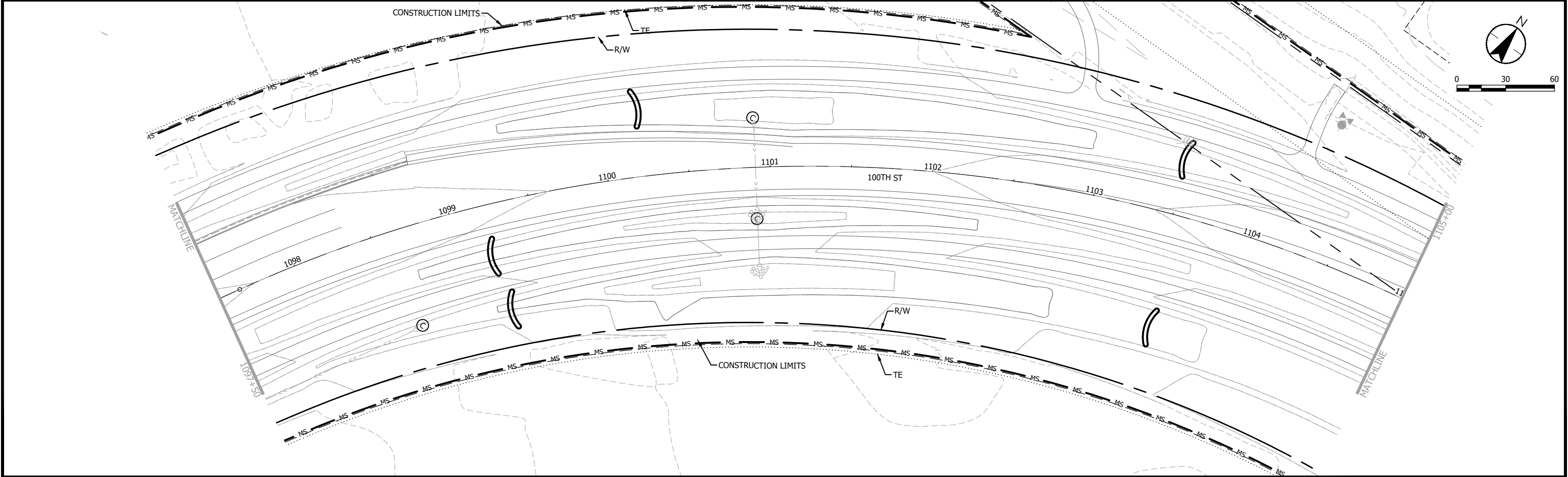
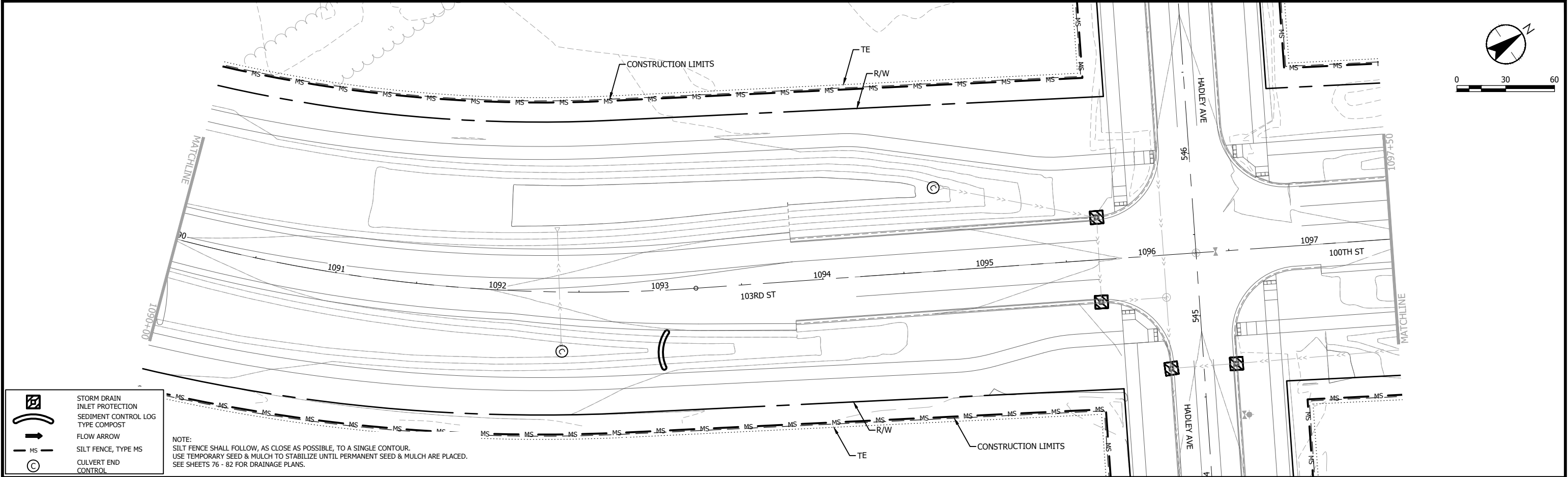
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DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
91
OF
158

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APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	

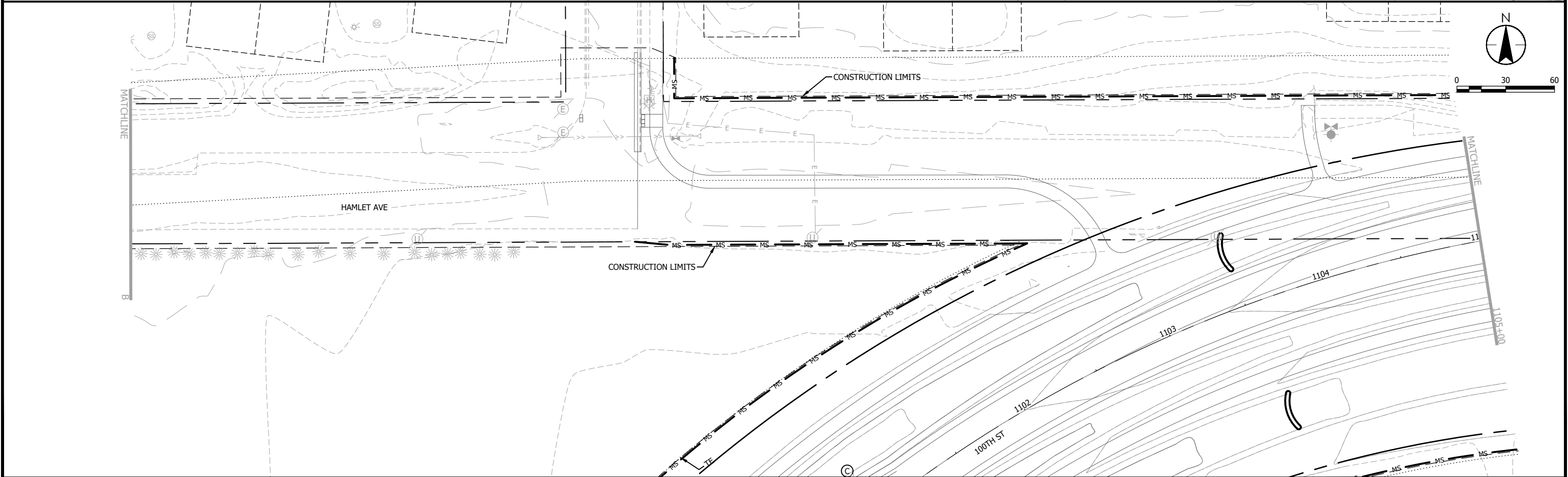
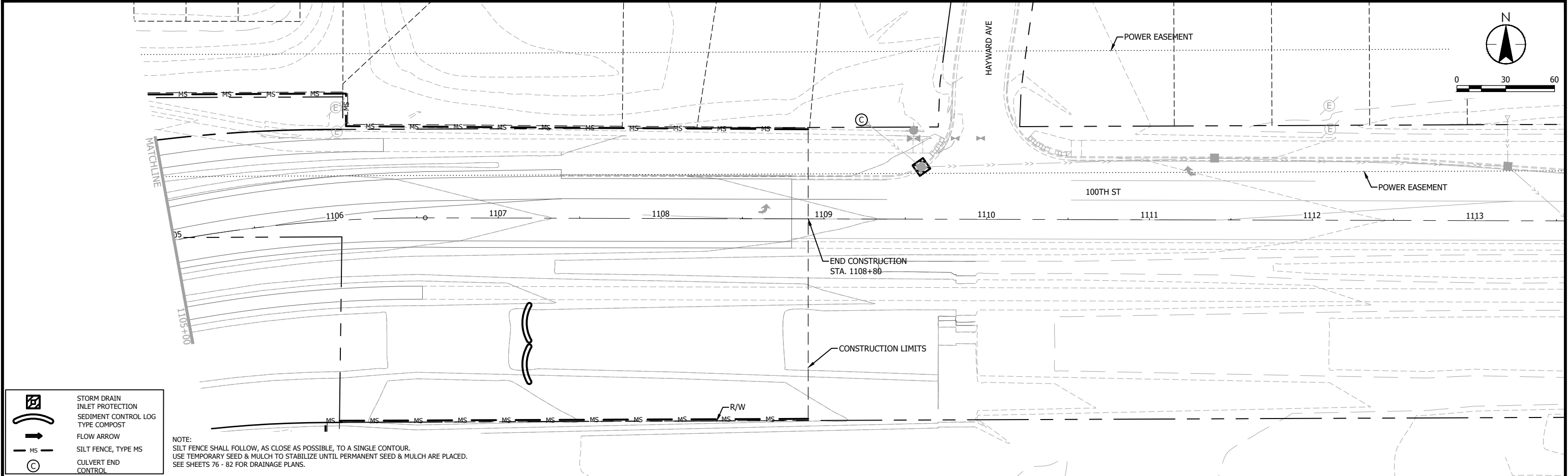
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EROSION CONTROL PLAN
103RD STREET S. & 100TH STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
92
OF
158

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DESIGNED	MAF	SIGNATURE: <i>David R. Sanocki</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



Where Pride and Prosperity Meet

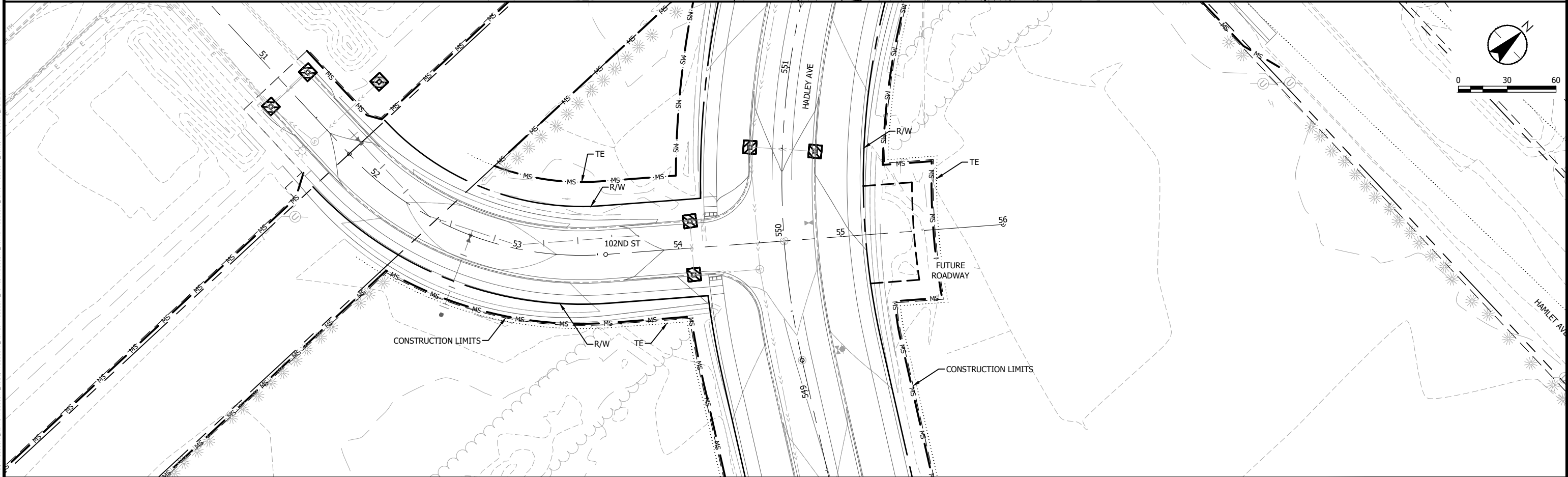


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EROSION CONTROL PLAN
100TH STREET S.

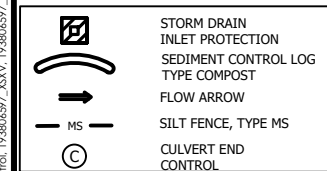
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
93
OF
158



NO	DATE	APPR	REVISION	SURVEY	PBW	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  Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	EROSION CONTROL PLAN 100TH STREET S. & 102ND STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	94				
			DESIGNED	MAF	OF				
			CHECKED	JDP	158				
			APPROVED	DJS					
			SIGNATURE: <i>David R. Sanocki</i>		DATE: 01/04/2024	LIC. NO. 40973			
			PROJ. NO. 193806597						

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[illegible]

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UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DAVID R. SANOCKI

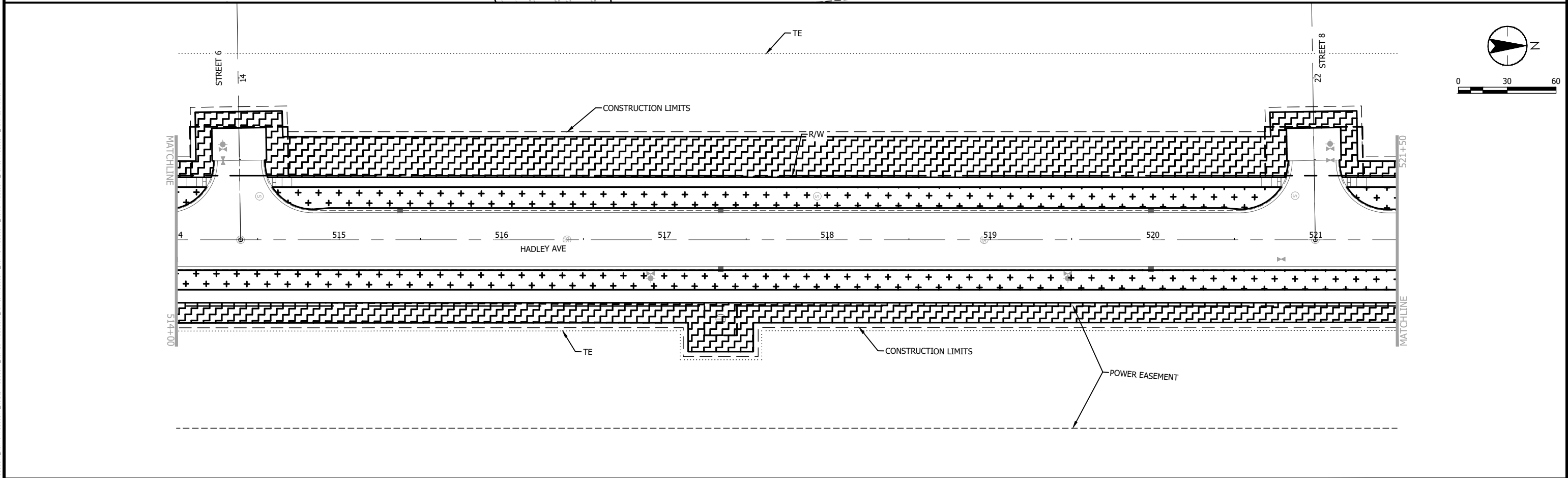
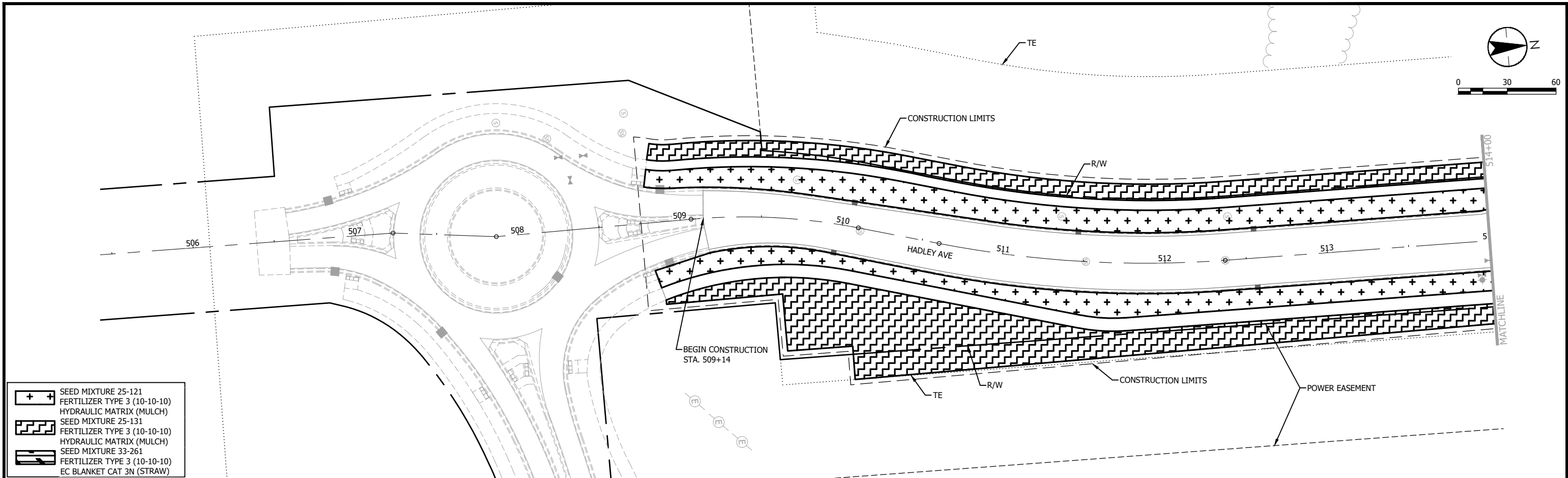
SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



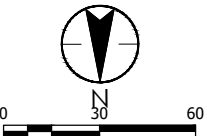
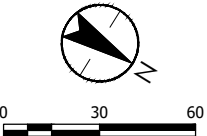
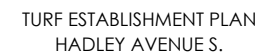
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

58



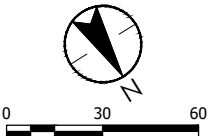
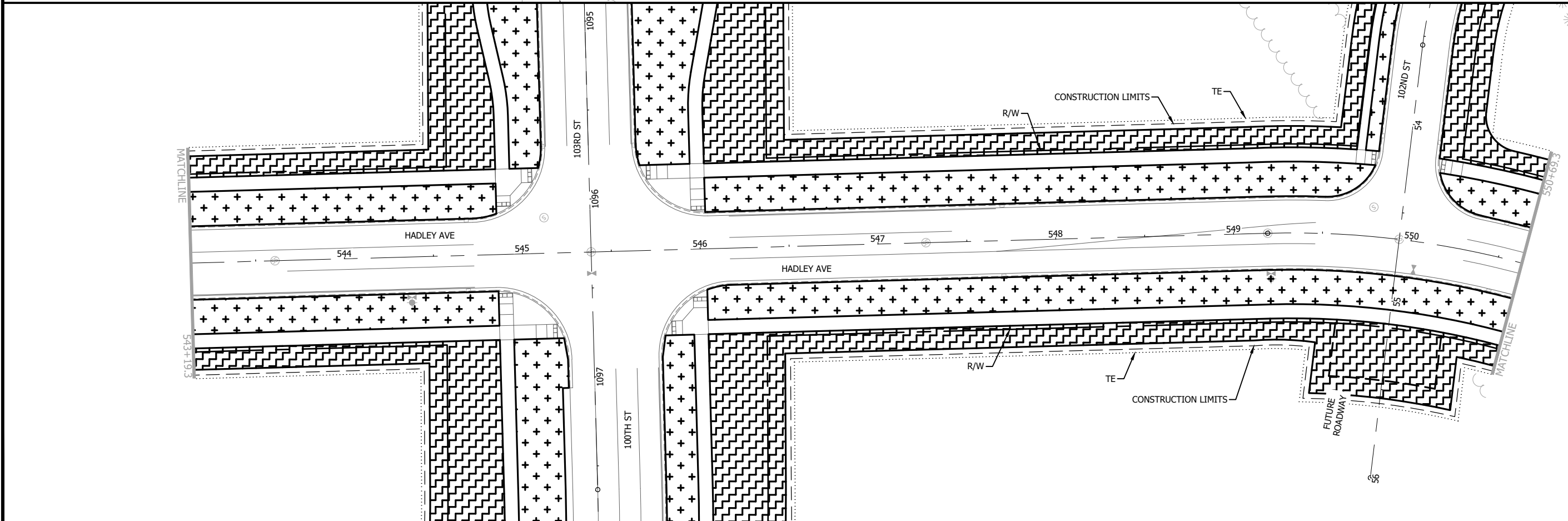
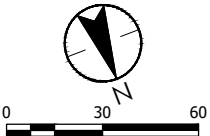
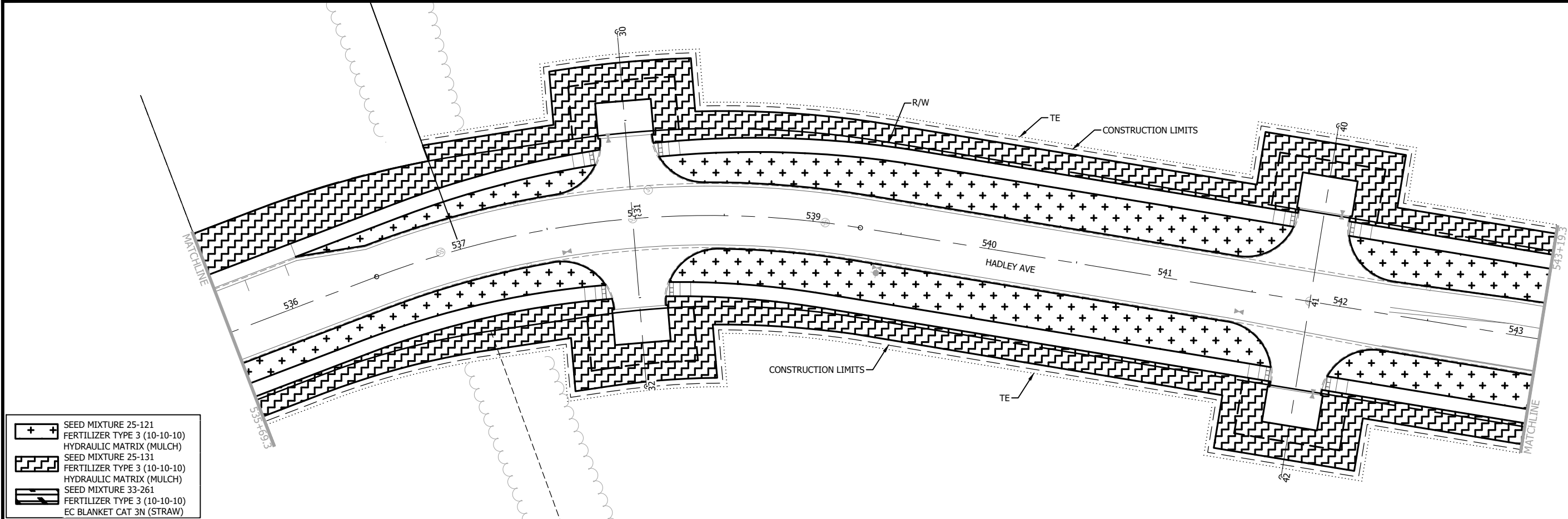
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				DRAWN	MAF				96
				DESIGNED	MAF				OF
				CHECKED	JDP				158
				APPROVED	DRS				
				SIGNATURE: <i>David R. Sanocki</i>	DATE: 01/04/2024	LIC. NO. 40973			
				PROJ. NO. 193806597					

Plot Date: 01/10/2024 - 2:33pm
Drawing name: U:\193806597\CAD\Dwg\Plan sheets\193806597_C251.dwg

[illegible]

SHEET
97
OF
58

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *[Signature]*

DATE: 01/04/2024 LIC. NO.: 40973



Cottage Grove
Where Pride and Prosperity Meet



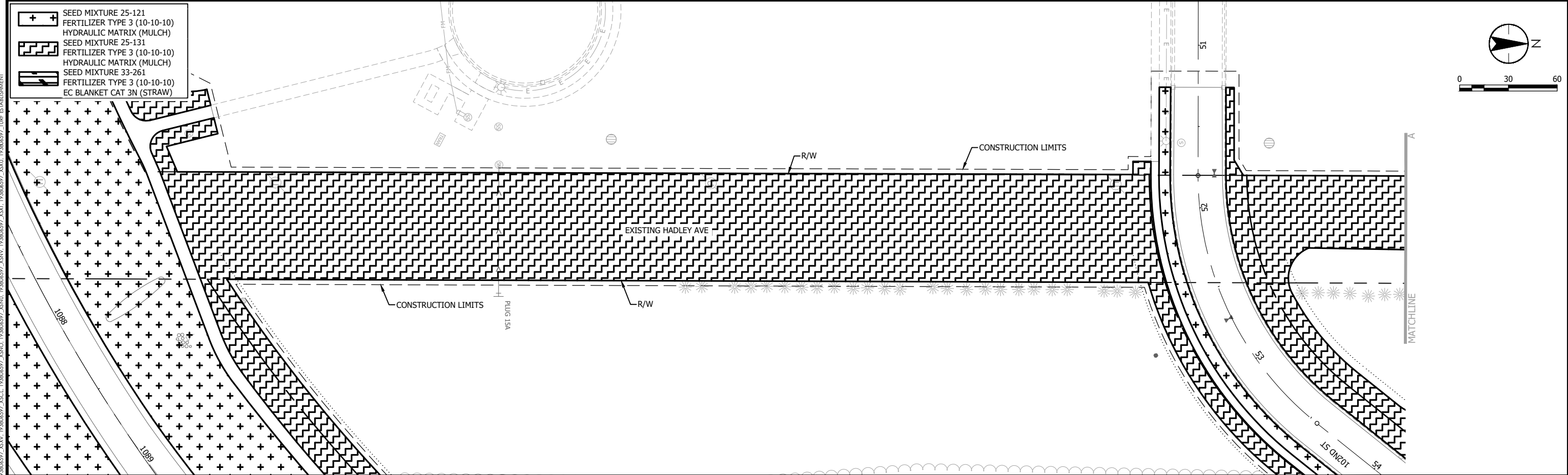
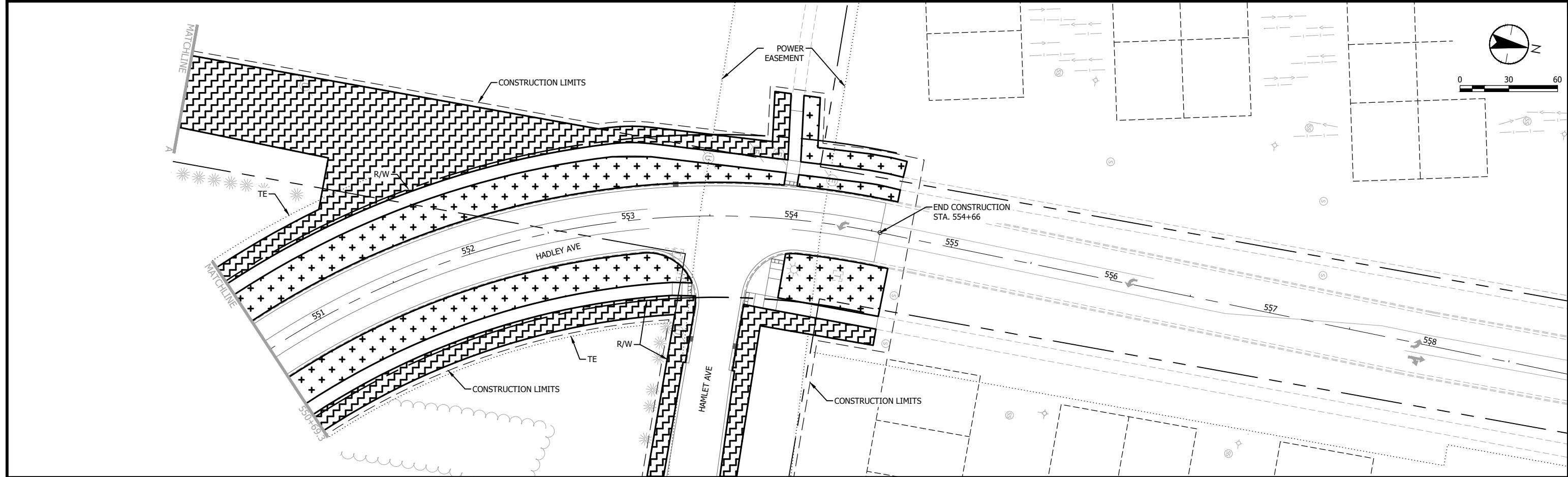
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TURF ESTABLISHMENT PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
98
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



- SEED MIXTURE 25-121
FERTILIZER TYPE 3 (10-10-10)
HYDRAULIC MATRIX (MULCH)
- SEED MIXTURE 25-131
FERTILIZER TYPE 3 (10-10-10)
HYDRAULIC MATRIX (MULCH)
- SEED MIXTURE 33-261
FERTILIZER TYPE 3 (10-10-10)
EC BLANKET CAT 3N (STRAW)

NO.	DATE	APPR.	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



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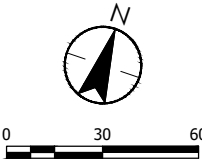
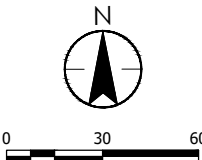


TURF ESTABLISHMENT PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

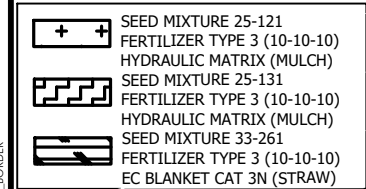
SHEET
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OF
158

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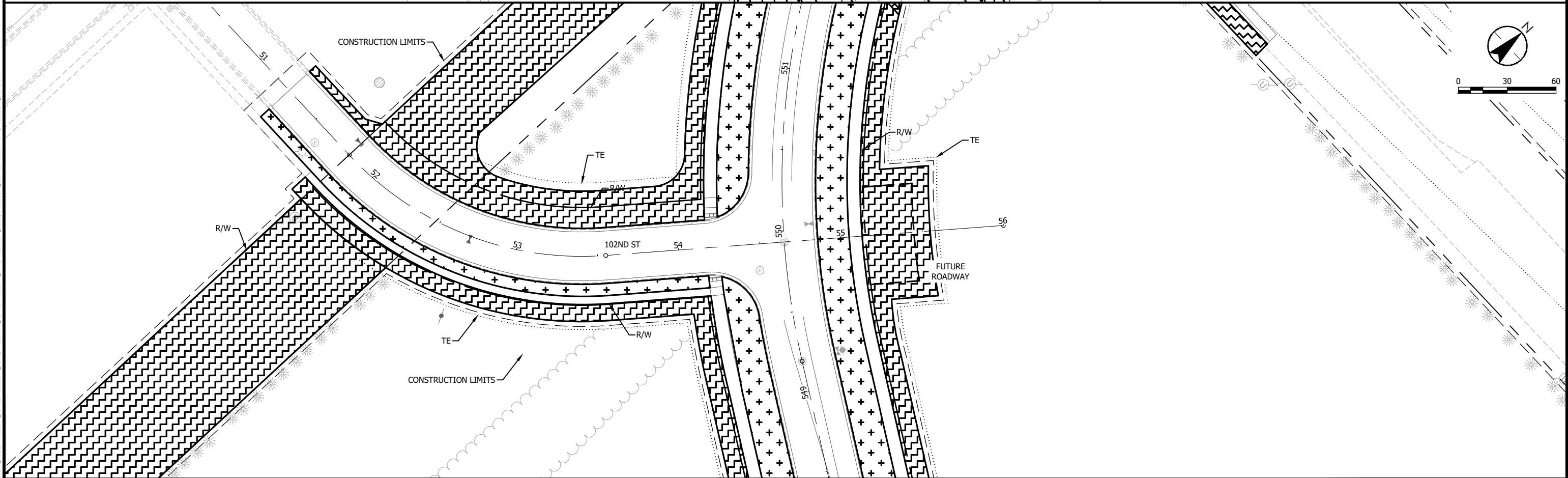


NO.	DATE	APPR	REVISION	SURVEY	PSW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA PRINT NAME: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove <i>Where Pride and Prosperity Meet</i>	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	TURF ESTABLISHMENT PLAN 103RD STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
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			DESIGNED	MAF	OF						
			CHECKED	JDP							
			APPROVED	DRS							
			PROJ. NO.	193806597	158						

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NO.	DATE	APPR	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	TURF ESTABLISHMENT PLAN 100TH STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
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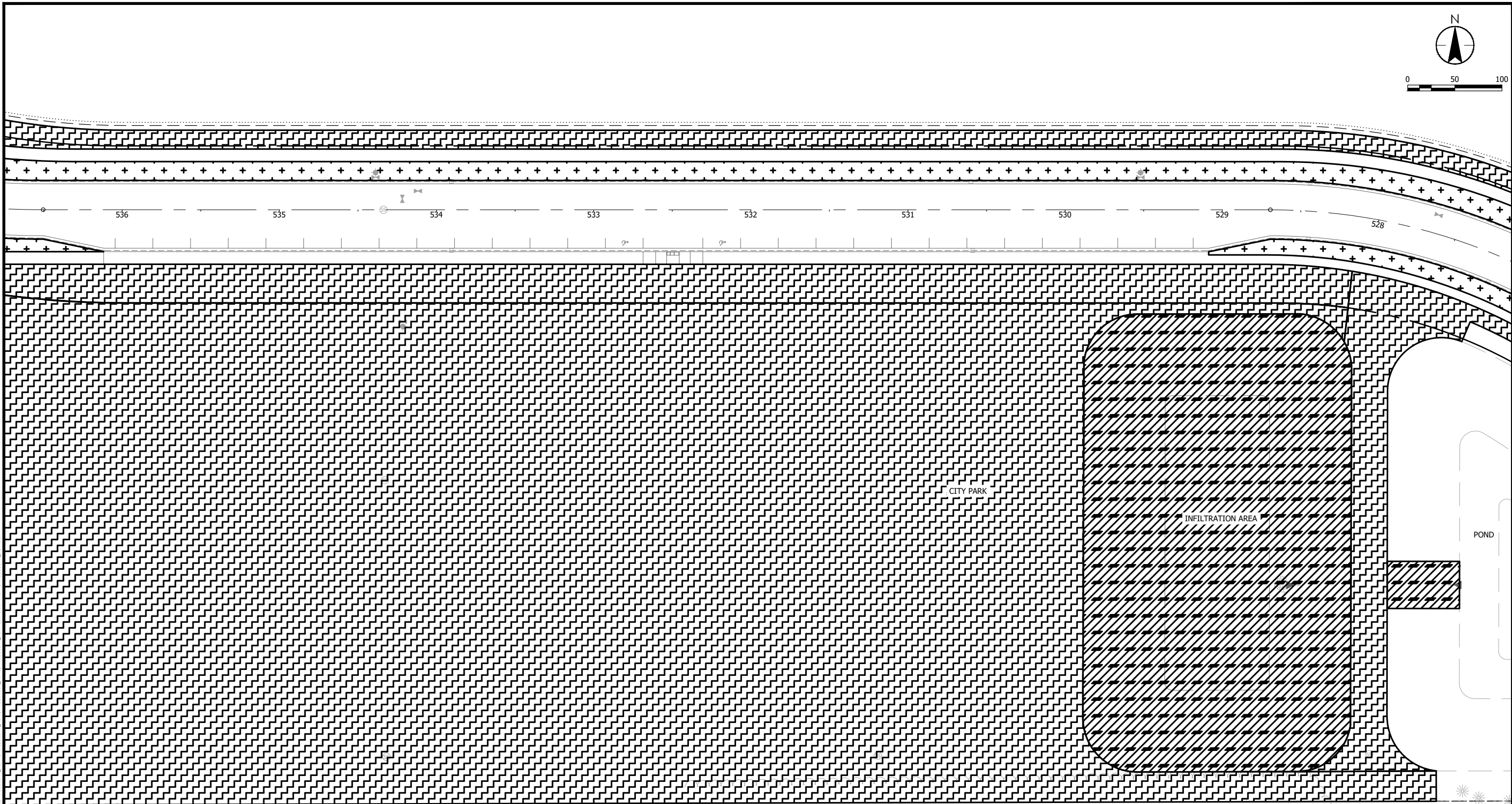


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DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	

TURF ESTABLISHMENT PLAN
100TH STREET S. & 102ND STREET S.

SHEET
103
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brooding female, 6, (193806597) CAD (DWG) (193806597) _C252.dwg
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	SEED MIXTURE 25-121 FERTILIZER TYPE 3 (10-10-10) HYDRAULIC MATRIX (MULCH)
	SEED MIXTURE 25-131 FERTILIZER TYPE 3 (10-10-10) HYDRAULIC MATRIX (MULCH)
	SEED MIXTURE 33-261 FERTILIZER TYPE 3 (10-10-10) EC BLANKET CAT 3N (STRAW)

PROPERTY LINE

[illegible]

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973

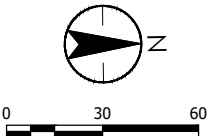
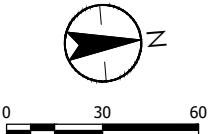


TURF ESTABLISHMENT PLAN
CITY PARK

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
104
OF
158

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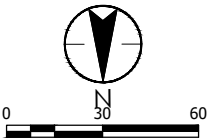
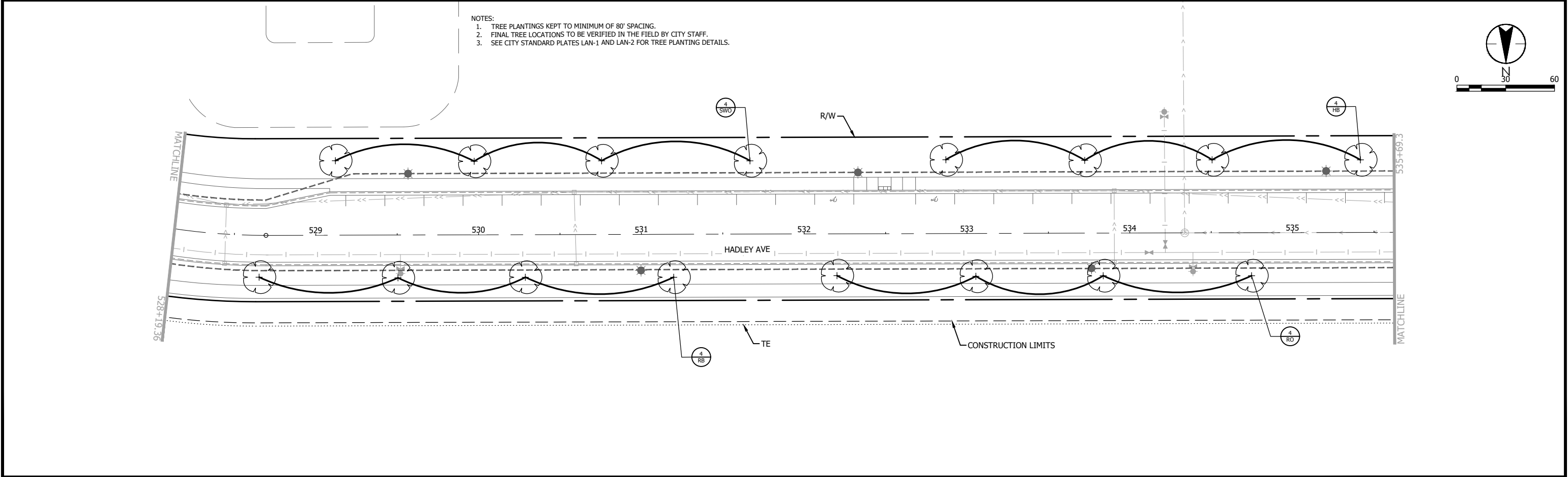
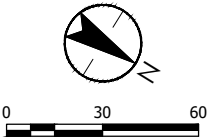
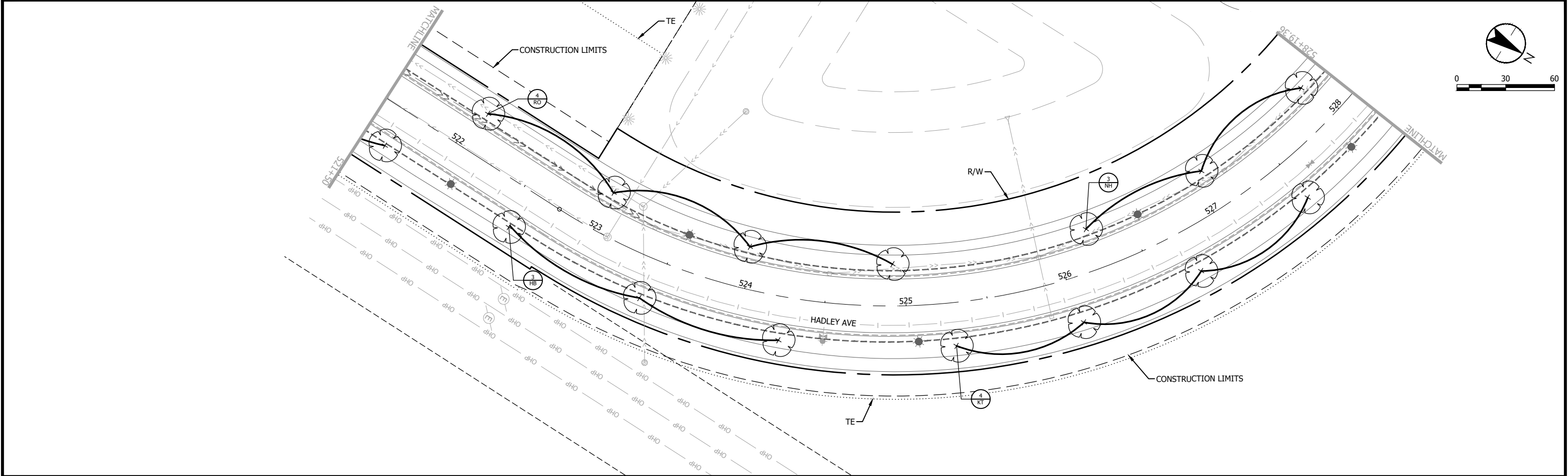
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DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDS	
APPROVED	DRP	
PROJ. NO.	193806597	

LANDSCAPE PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
	105
	OF
	158

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- NOTES:
1. TREE PLANTINGS KEPT TO MINIMUM OF 80' SPACING.
 2. FINAL TREE LOCATIONS TO BE VERIFIED IN THE FIELD BY CITY STAFF.
 3. SEE CITY STANDARD PLATES LAN-1 AND LAN-2 FOR TREE PLANTING DETAILS.

NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
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APPROVED	DRS
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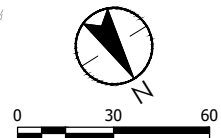
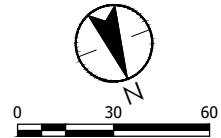
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
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LANDSCAPE PLAN
HADLEY AVENUE S.

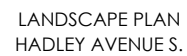
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
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158

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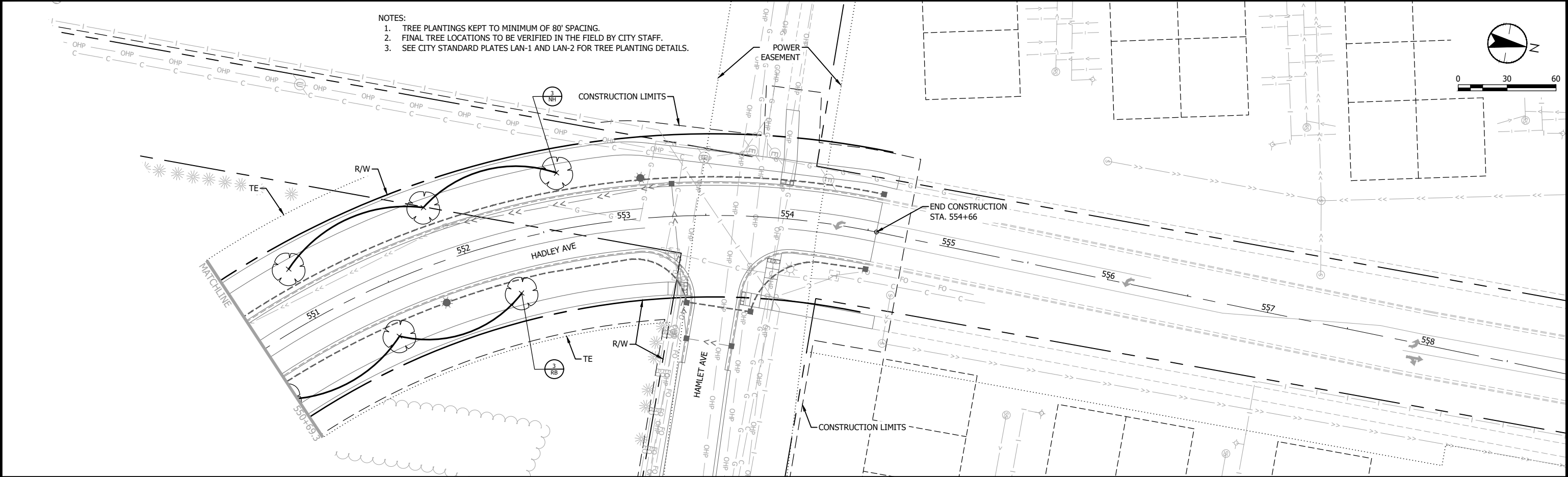


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OF
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- NOTES:
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 3. SEE CITY STANDARD PLATES LAN-1 AND LAN-2 FOR TREE PLANTING DETAILS.



SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	COMMENT
DECIDUOUS OVERSTORY TREES					
RO	QUERCUS RUBRA	RED OAK	15	2.5" CAL	SINGLE, STRAIGHT LEADER
NH	ULMUS 'NEW HORIZON'	NEW HORIZON ELM	12	2.5" CAL	SINGLE, STRAIGHT LEADER
SWO	QUERCUS BICOLOR	SWAMP WHITE OAK	11	2.5" CAL	SINGLE, STRAIGHT LEADER
HB	CELTUS OCCIDENTALIS	HACKBERRY	10	2.5" CAL	SINGLE, STRAIGHT LEADER
KT	GYMNOCLADUS DIOICUS 'ESPRESSO'	KENTUCKY COFFEE TREE	11	2.5" CAL	SINGLE, STRAIGHT LEADER
RB	BETULA NIGRA	RIVER BIRCH	14	2.5" CAL	SINGLE, STRAIGHT LEADER

NO	DATE	APPR	REVISION

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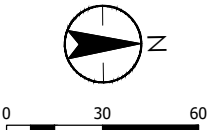
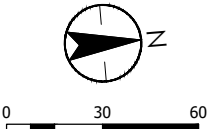


LANDSCAPE PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

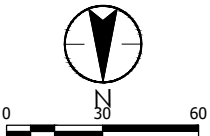
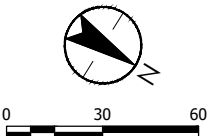
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108
OF
158

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NO	DATE	APPR	REVISION	SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>	 Cottage Grove Where Pride and Prosperity Meet	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	LIGHTING PLAN HADLEY AVENUE S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	109						
			DESIGNED	MAF	OF						
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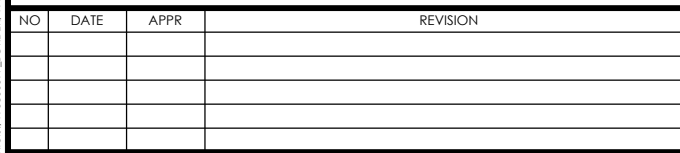
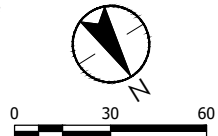
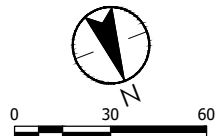


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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
110
OF
158

Plot Date: 01/10/2024 - 2:45pm
Drawing name: U:\193806597\CAD\Dwg\Plansheets\193806597_E101.dwg



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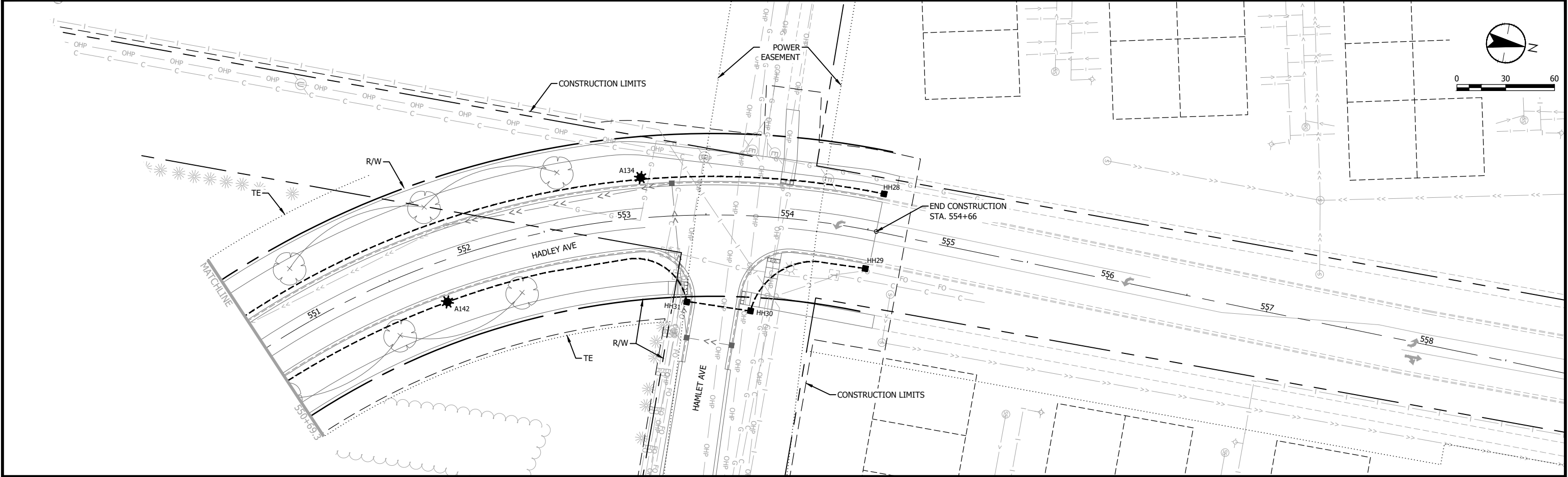
SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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LEGEND

EXISTING LIGHTING UNIT

A1 LIGHTING UNIT A

E2 LIGHTING UNIT E2

EQUIPMENT PAD

LIGHTING HANDHOLE

HH

1.5" NMC CONDUIT

3-#6 WIRE, 1-#6 GD

1.5" EMPTY CONDUIT

NOTES:

1. SEE CITY STANDARD PLATES FOR ALL LIGHTING UNIT DETAILS.

2. FINAL HANDHOLE AND LIGHTING UNIT PLACEMENT SHALL BE DETERMINED IN THE FIELD.

3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO UTILIZE THE GOPHER ONE CALL EXCAVATION NOTICE SYSTEM FOR ALL UTILITY LOCATION. NOTE THAT NOT ALL PUBLIC AND PRIVATE UTILITIES ARE SHOWN ON THE LIGHTING PLANS.

NO	DATE	APPR	REVISION

SURVEY	PBW	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.
DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI
DESIGNED	MAF	SIGNATURE: <i>[Signature]</i>
CHECKED	JDP	DATE: 01/04/2024
APPROVED	DRS	LIC. NO. 40973
PROJ. NO.	193806597	



Where Pride and Prosperity Meet



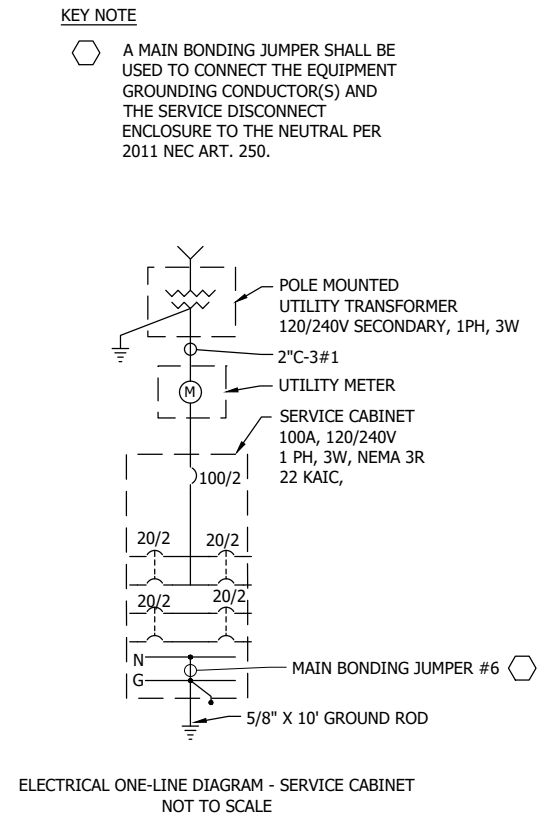
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

LIGHTING PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

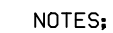
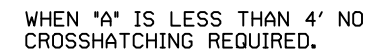
SHEET
112
OF
158

Drawing name: U:\19380659\CAD\Drawg\Plansheets\193806597_E101.dwg



NO.	DATE	APPR	REVISION	SURVEY	PSW.	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  Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	LIGHTING PLAN WIRING DIAGRAM	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF					113
			DESIGNED	MAF					OF
			CHECKED	JDP	PRINT NAME: DAVID R. SANOCKI				
			SIGNATURE: 	DRS	DATE: 01/04/2024 LIC. NO. 40923				
			PROJ. NO. 193806597						158

STOP LINE AND "STOP AHEAD"



1. SIGN LOCATION FOR REFERENCE ONLY.
- ② IF STOP LINES ARE USED WITH A CROSSWALK, THE STOP LINE SHOULD BE PLACED A MINIMUM OF 4 FEET IN ADVANCE OF AND PERPENDICULAR TO THE NEAREST CROSSWALK LINE,

IN THE ABSENCE OF A MARKED CROSSWALK, THE STOP LINE SHOULD BE PLACED AT THE DESIRED STOPPING POINT, BUT SHOULD NOT BE PLACED MORE THAN 30 FEET OR LESS THAN 4 FEET FROM THE NEAREST EDGE OF THE INTERSECTING FACE OF CURB, THE NEAR EDGE OF THE THRU LANE, OR THE EDGE OF PAVED SURFACE.
3. STOP LINE SHALL CONSIST OF SOLID WHITE LINES EXTENDING ACROSS ALL APPROACH LANES.
4. PAY FOR STOP LINE AS A 24" SOLID LINE WHITE.

NO	DATE	APPR	REVISION	SURVEY	PSW	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: <u>DAVID R. SANOCKI</u> SIGNATURE: <u><i>David R. Sanocki</i></u> DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
				DRAWN	MAE	
				DESIGNED	MAE	
				CHECKED	JDP	
				APPROVED	DRS	
PROJ. NO. 193806597						



SIGNING AND PAVEMENT MARKING PLAN DETAILS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

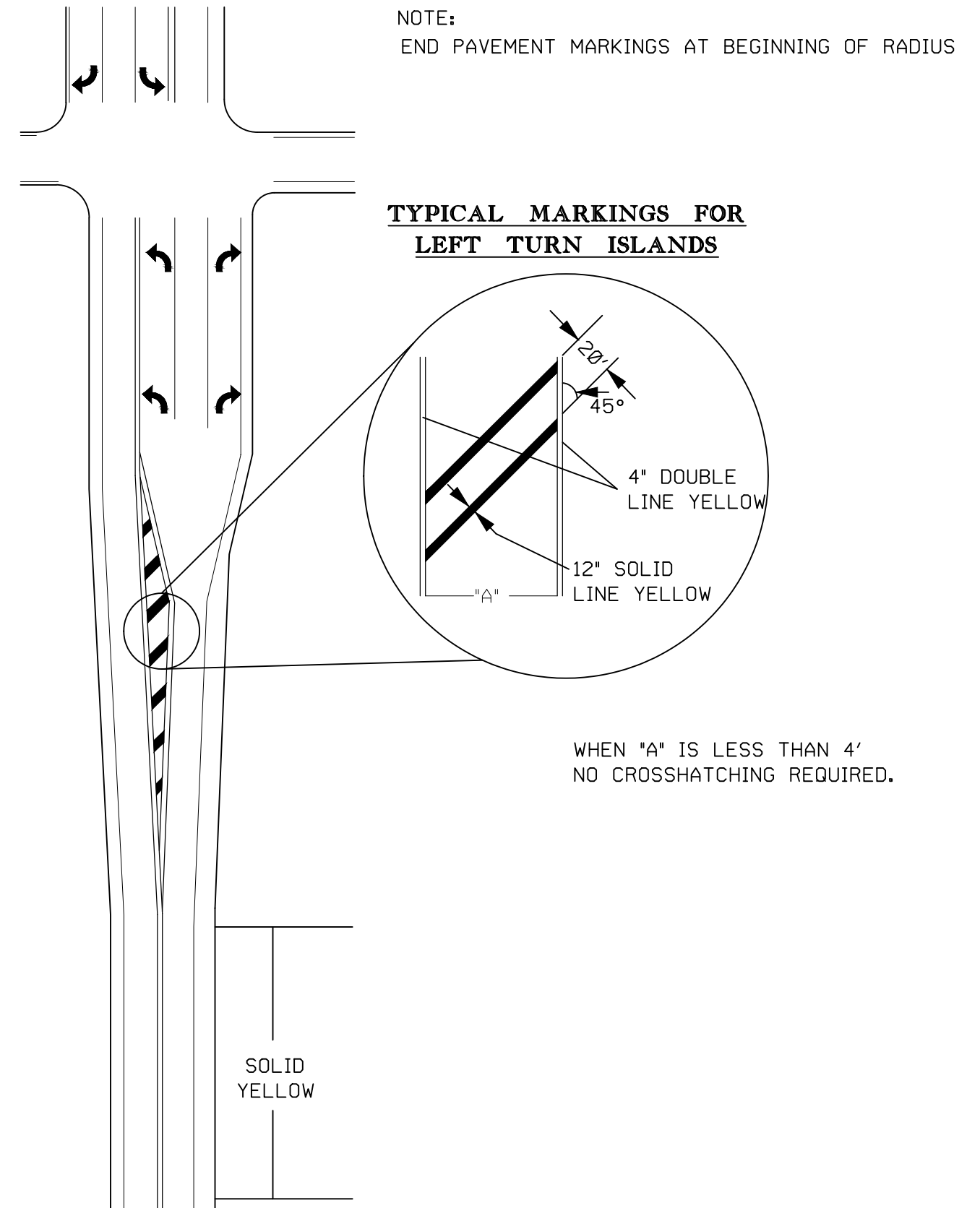
SHEET

15

OF

58

LEFT TURN LANE ISLAND



NO	DATE	APPR	REVISION

SURVEY	PBW	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: <u>DAVID R. SANOCKI</u> SIGNATURE:  DATE: <u>01/04/2024</u> LIC. NO. <u>40973</u>
DRAWN	MAF	
DESIGNED	MAF	
CHECKED	JDP	
APPROVED	DRS	
PROJ. NO.	193806597	



SIGNING AND PAVEMENT MARKING PLAN DETAILS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SUBJECT

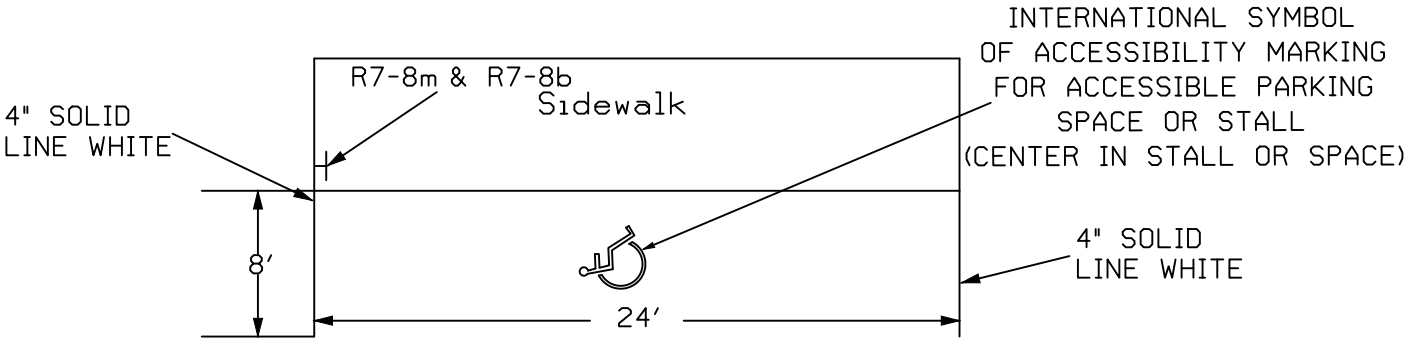
116

OF

158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.

ON STREET ACCESSIBLE PARKING



R7-8m

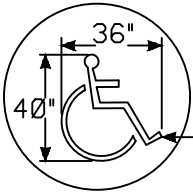


R7-8m



R7-8b

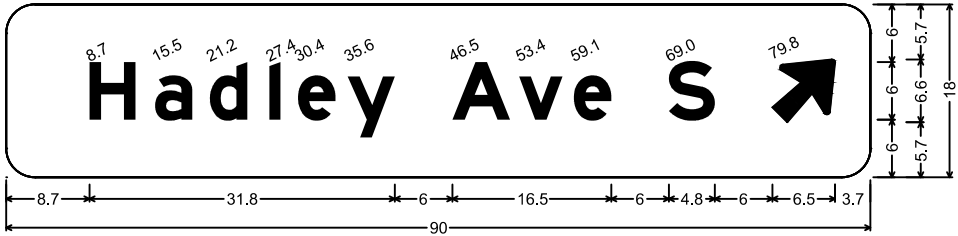
CENTER SYMBOL
IN PARKING SPACE



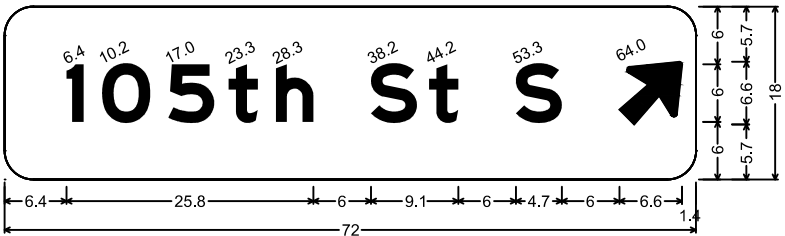
4" SOLID
LINE WHITE

TABLE A

TOTAL NUMBER OF PARKING SPACES OR STALLS	MINIMUM NUMBER OF ACCESSIBLE PARKING SPACES OR STALLS
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2 PERCENT OF TOTAL
GREATER THAN 1000	20 PLUS 1 FOR EACH 100 OR FRACTION THEREOF OVER 1000



D-1, 3.0" Radius, 0.0" Border, White on Green;
"Hadley Ave S", E Mod; Arrow 2 - 8.0" 45°;



D-2, 3.0" Radius, 0.0" Border, White on Green;
"105th St S", E Mod; Arrow 2 - 8.0" 45°;

Plot Date: 01/10/2024 - 2:45pm
Project: 193806597_CADD (Dwg)
User: 193806597_CADD (Dwg)
Path: 193806597_CADD (Dwg)
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NO	DATE	APPR	REVISION

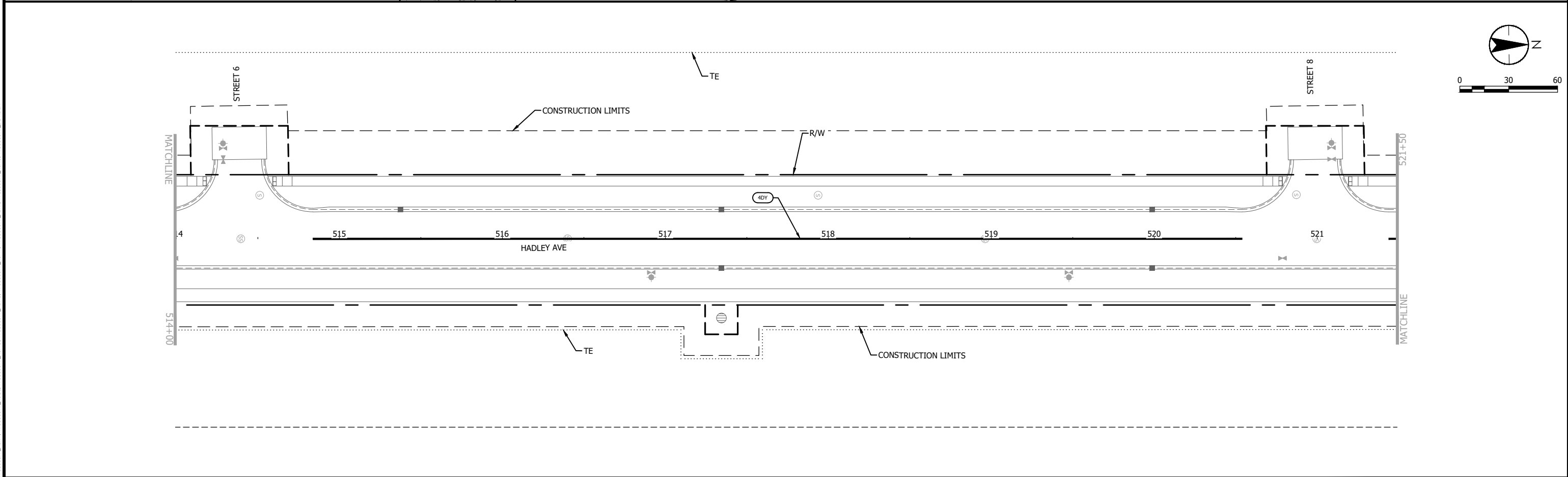
SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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: DAVID R. SANOCKI
SIGNATURE: *David R. Sanocki*
DATE: 01/04/2024 LIC. NO.: 40973



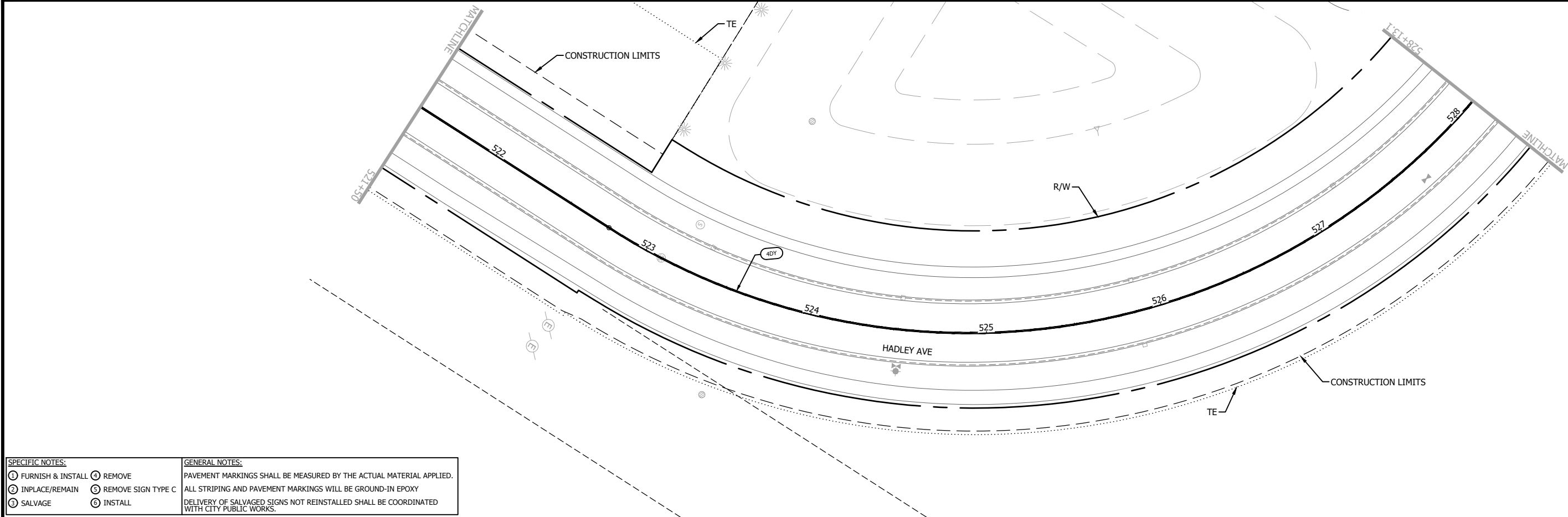
SIGNING AND PAVEMENT MARKING PLAN
DETAILS

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

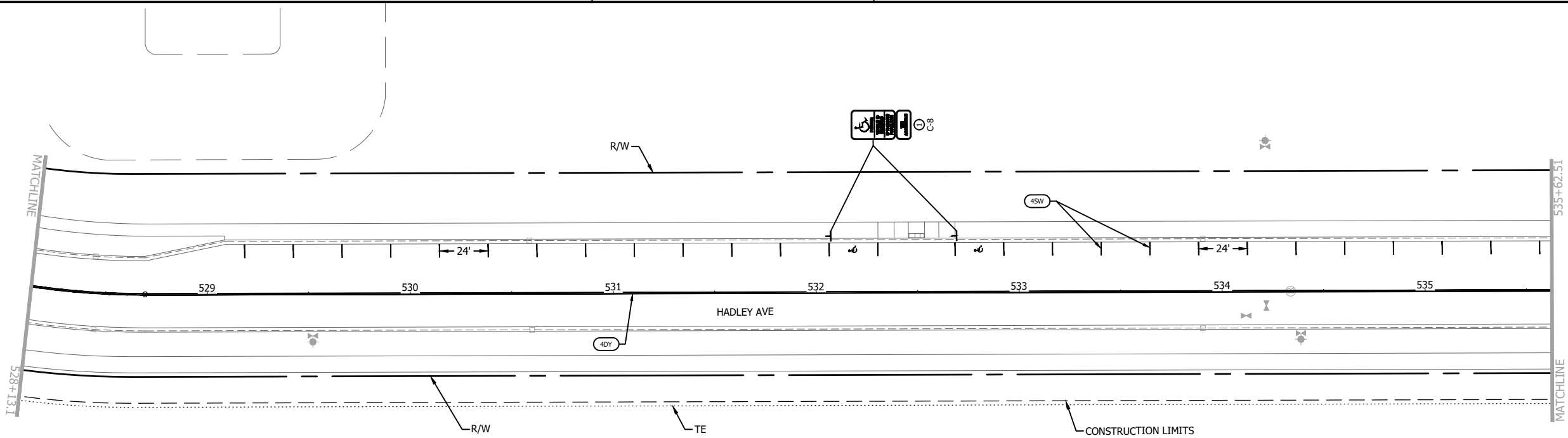


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			DRAWN	MAF	PRINT NAME: DAVID R. SANOCKI					118
			DESIGNED	MAF	SIGNATURE: 					OF
			CHECKED	JDP	DATE: 01/04/2024					158
			APPROVED	DRS	LIC. NO. 40973					
				PROJ. NO.	193806597					

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



SPECIFIC NOTES:		GENERAL NOTES:	
① FURNISH & INSTALL	④ REMOVE	PAVEMENT MARKINGS SHALL BE MEASURED BY THE ACTUAL MATERIAL APPLIED.	
② INPLACE/REMAIN	⑤ REMOVE SIGN TYPE C	ALL STRIPING AND PAVEMENT MARKINGS WILL BE GROUND-IN EPOXY	
③ SALVAGE	⑥ INSTALL	DELIVERY OF SALVAGED SIGNS NOT REINSTALLED SHALL BE COORDINATED WITH CITY PUBLIC WORKS.	



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
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SIGNATURE: *David R. Sanocki*
DATE: 01/04/2024 LIC. NO. 40973

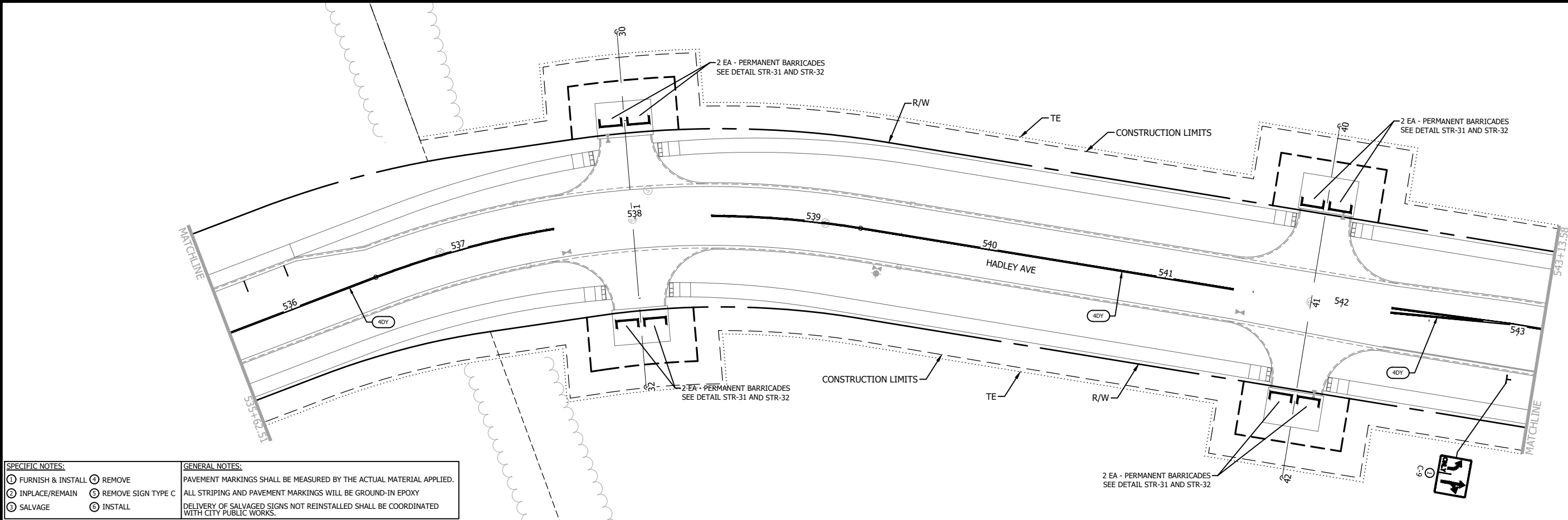


SIGNING AND PAVEMENT MARKING PLAN
HADLEY AVENUE S.

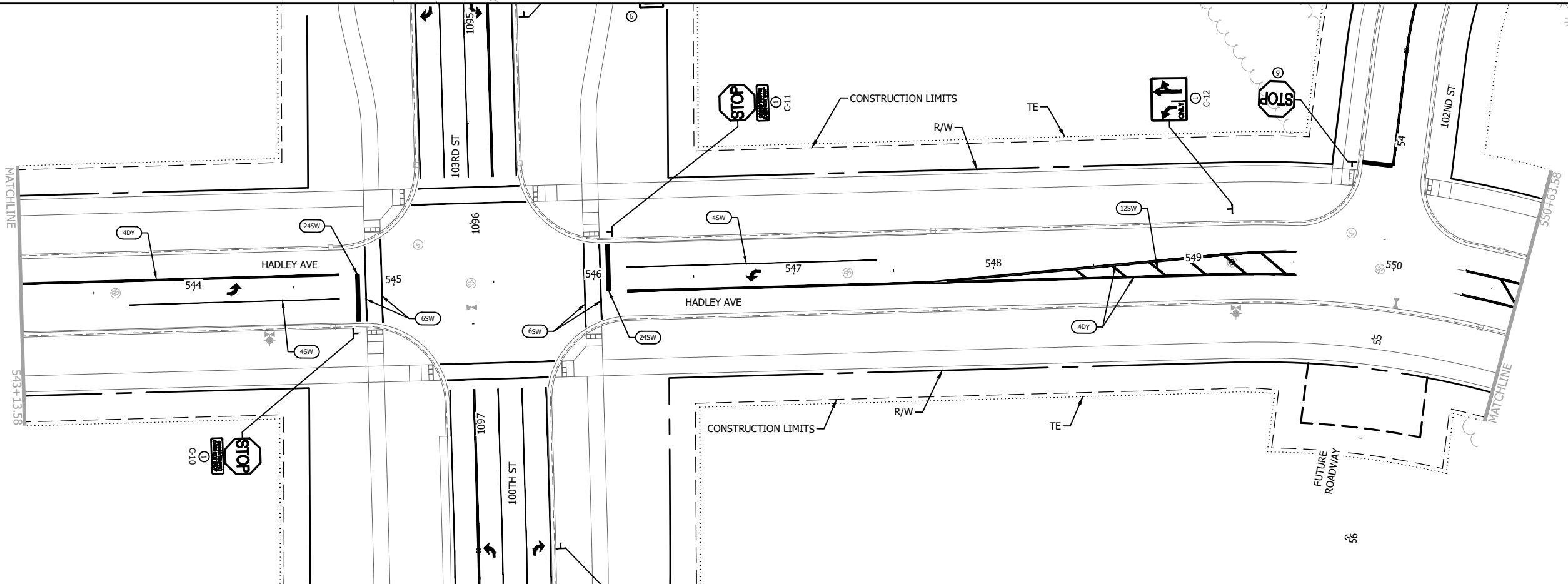
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
119
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



SPECIFIC NOTES:				GENERAL NOTES:	
① FURNISH & INSTALL	④ REMOVE	PAVEMENT MARKINGS SHALL BE MEASURED BY THE ACTUAL MATERIAL APPLIED. ALL STRIPING AND PAVEMENT MARKINGS WILL BE GROUND-IN EPOXY DELIVERY OF SALVAGED SIGNS NOT REINSTALLED SHALL BE COORDINATED WITH CITY PUBLIC WORKS.			
② INPLACE/REMAIN	⑤ REMOVE SIGN TYPE C				
③ SALVAGE	⑥ INSTALL				



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DRAWN	MAF		
DESIGNED	MAF		
CHECKED	JDP		
APPROVED	DRS		
PROJ. NO.	193806597		

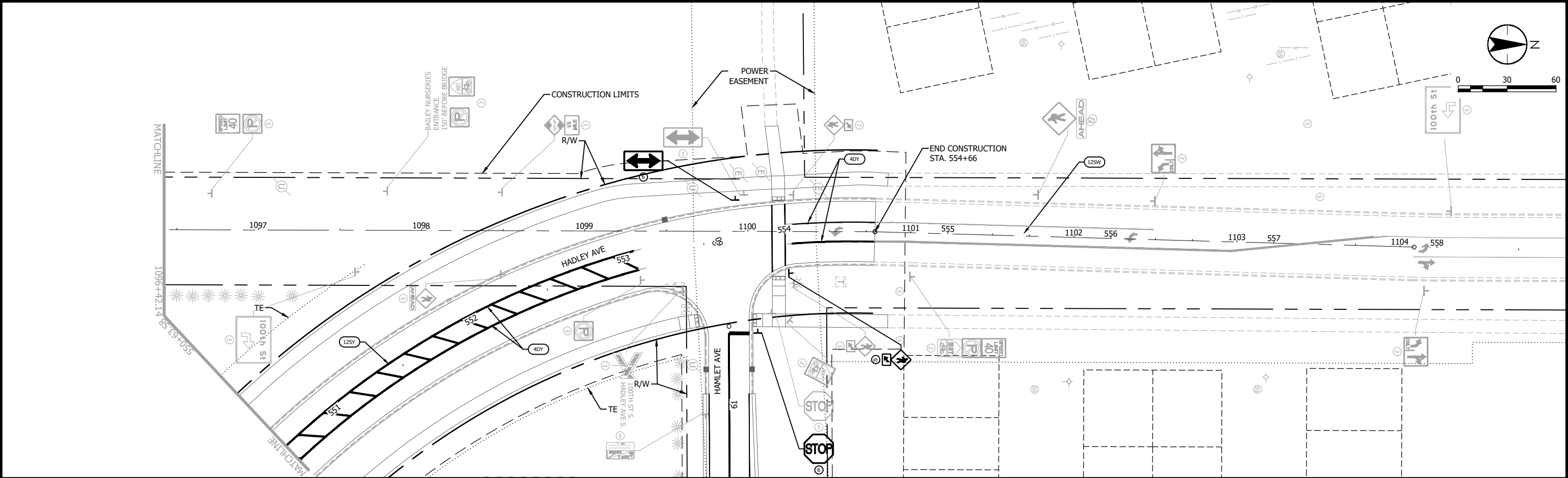


SIGNING AND PAVEMENT MARKING PLAN
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET	120
OF	158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



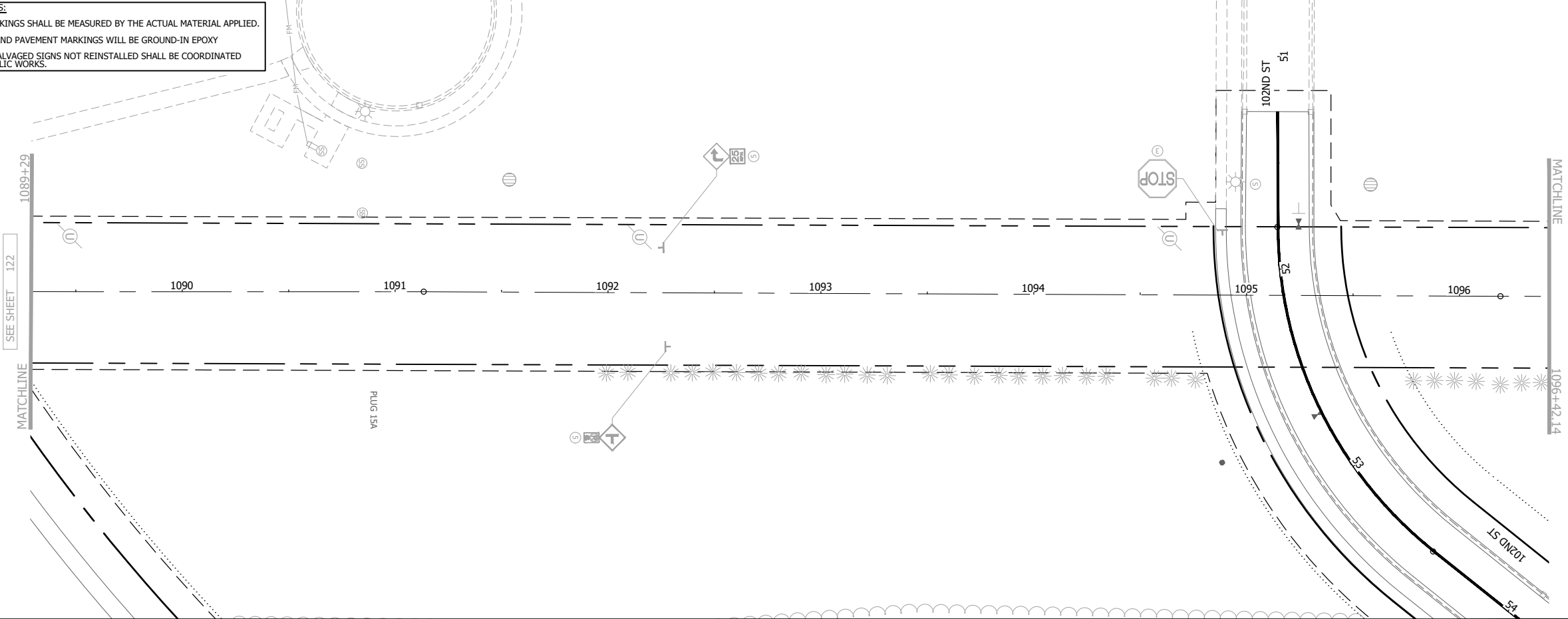
- SPECIFIC NOTES:**
- ① FURNISH & INSTALL
 - ② INPLACE/REMAIN
 - ③ SALVAGE
 - ④ REMOVE
 - ⑤ REMOVE SIGN TYPE C
 - ⑥ INSTALL

GENERAL NOTES:

PAVEMENT MARKINGS SHALL BE MEASURED BY THE ACTUAL MATERIAL APPLIED.

ALL STRIPING AND PAVEMENT MARKINGS WILL BE GROUND-IN EPOXY

DELIVERY OF SALVAGED SIGNS NOT REINSTALLED SHALL BE COORDINATED WITH CITY PUBLIC WORKS.



NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
PROJ. NO.	193806597

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PRINT NAME: DAVID R. SANOCKI

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DATE: 01/04/2024 LIC. NO.: 40973

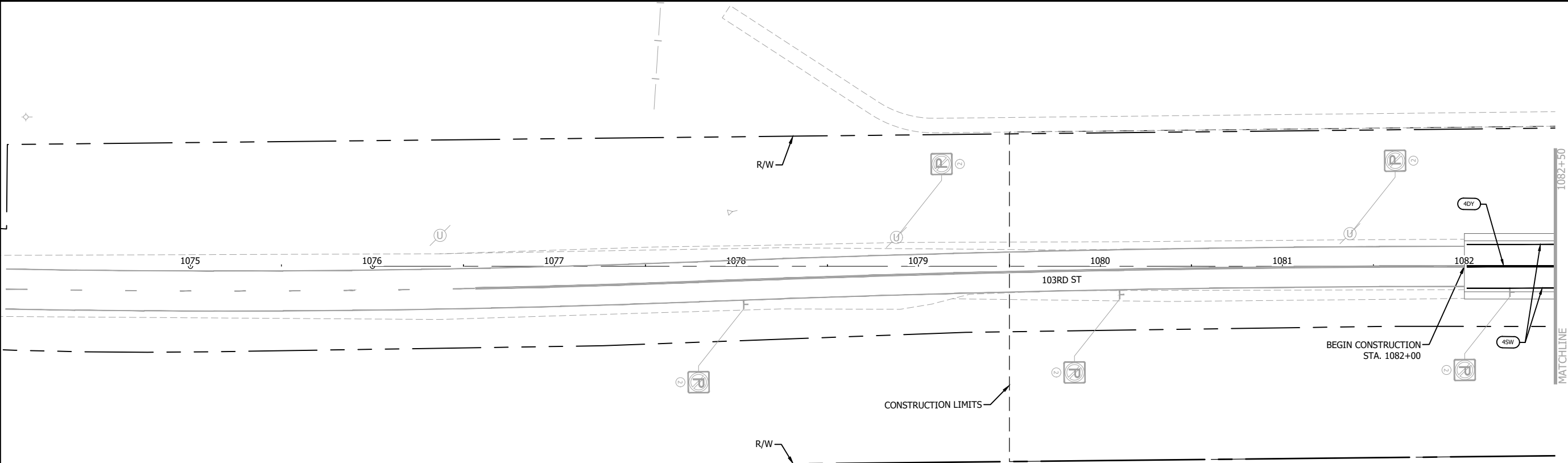


SIGNING AND PAVEMENT MARKING PLAN
HADLEY AVENUE S.

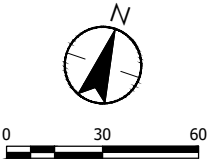
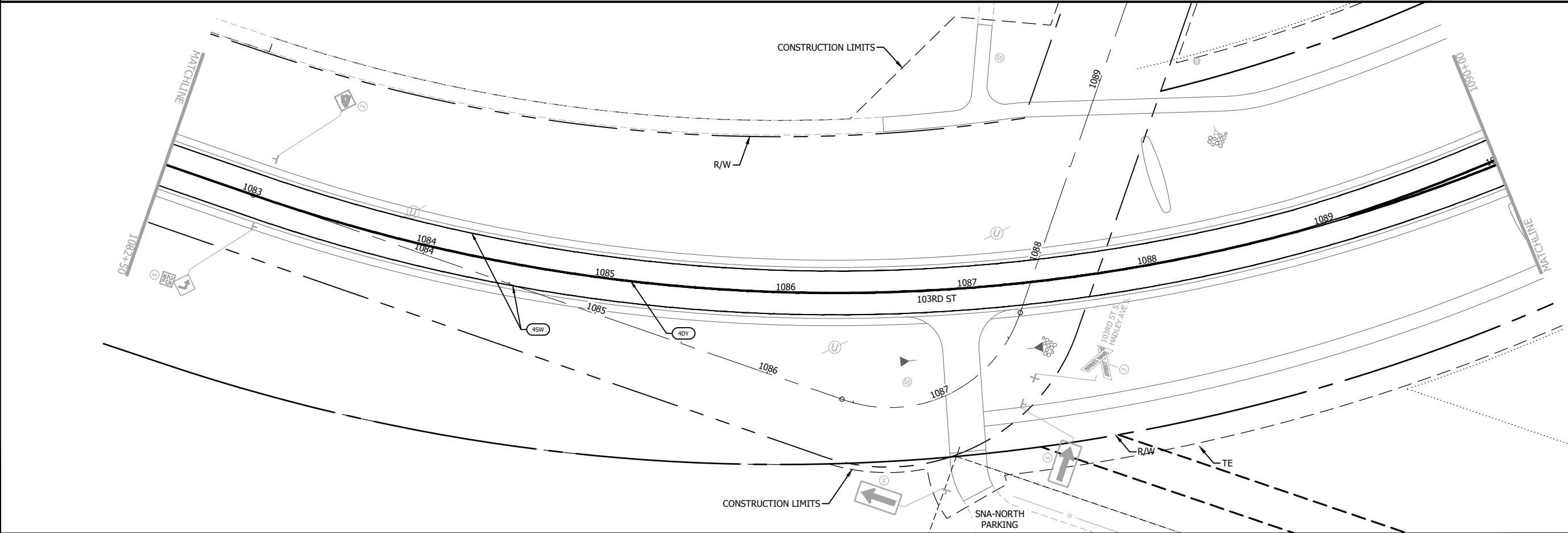
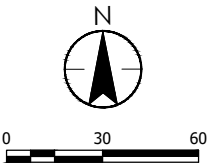
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
121
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



SPECIFIC NOTES:			GENERAL NOTES:		
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② INPLACE/REMAIN	⑤ REMOVE SIGN TYPE C		ALL STRIPING AND PAVEMENT MARKINGS WILL BE GROUND-IN EPOXY		
③ SALVAGE	⑥ INSTALL		DELIVERY OF SALVAGED SIGNS NOT REINSTALLED SHALL BE COORDINATED WITH CITY PUBLIC WORKS.		



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APPROVED	DRS
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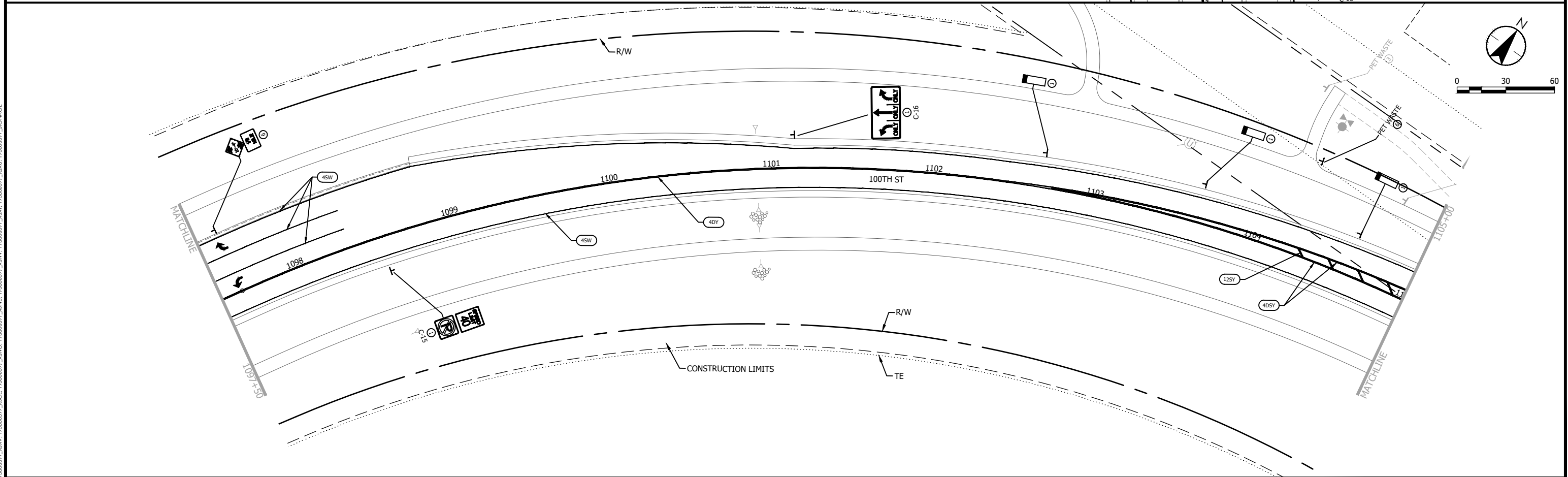


SIGNING AND PAVEMENT MARKING PLAN
100TH STREET S. / 103RD STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

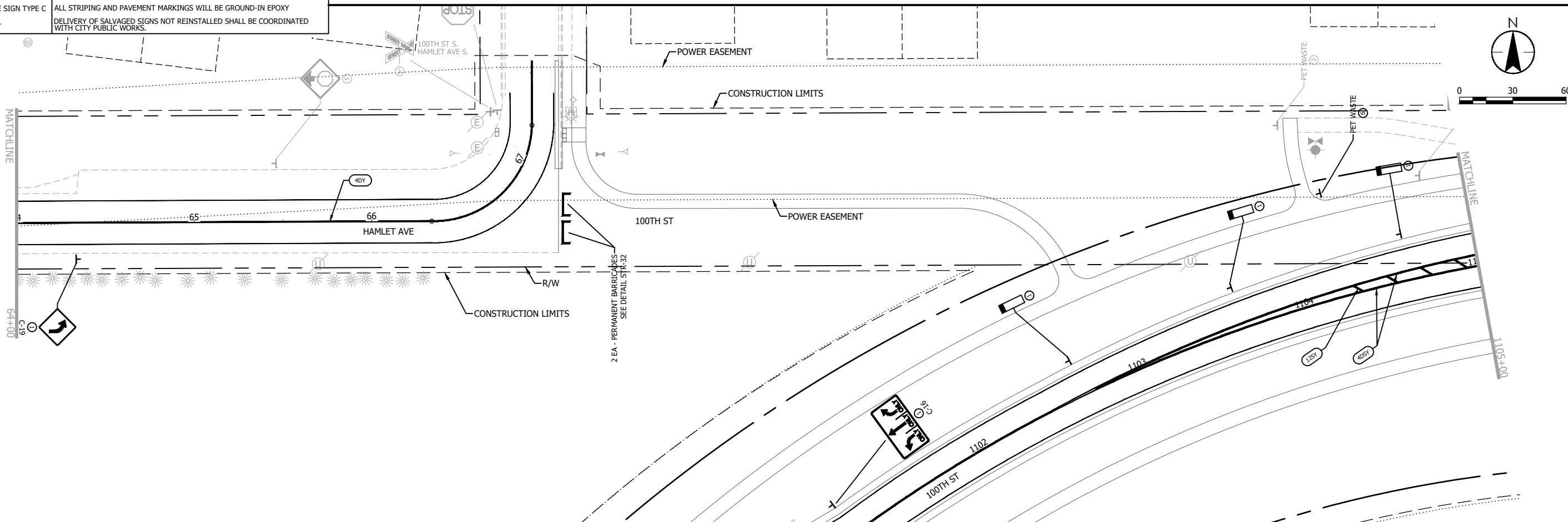
SHEET
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OF
158

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NO	DATE	APPR	REVISION	SURVEY	PBW	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  Cottage Grove Where Pride and Prosperity Meet  Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com <td rowspan="6"> SIGNING AND PAVEMENT MARKING PLAN 100TH STREET S. / 103RD STREET S. </td> <td rowspan="6"> COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2 </td> <td>SHEET</td>	SIGNING AND PAVEMENT MARKING PLAN 100TH STREET S. / 103RD STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
			DRAWN	MAF	123				
			DESIGNED	MAF	OF				
			CHECKED	JDP	PRINT NAME: DAVID R. SANOCKI				158
			APPROVED	DRS	SIGNATURE: 				
			PROJ. NO.	193806597	DATE: 01/04/2024				LIC. NO. 40973

Plot Date: 01/10/2024 - 2:55pm
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NO	DATE	APPR	REVISION

SURVEY	PBW
DRAWN	MAF
DESIGNED	MAF
CHECKED	JDP
APPROVED	DRS
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SIGNATURE: *David R. Sanocki*

DATE: 01/04/2024 LIC. NO. 40973



SIGNING AND PAVEMENT MARKING PLAN
100TH STREET S. & HAMLET AVENUE S.

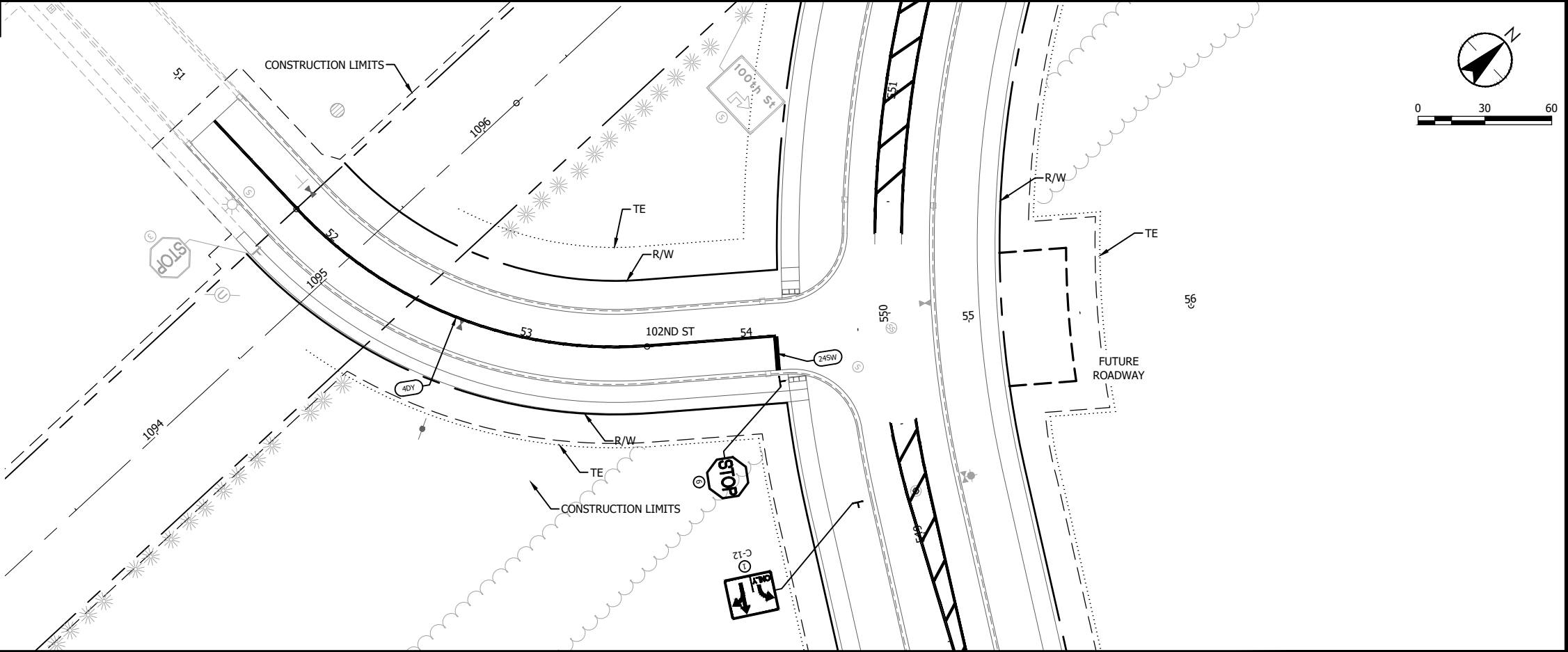
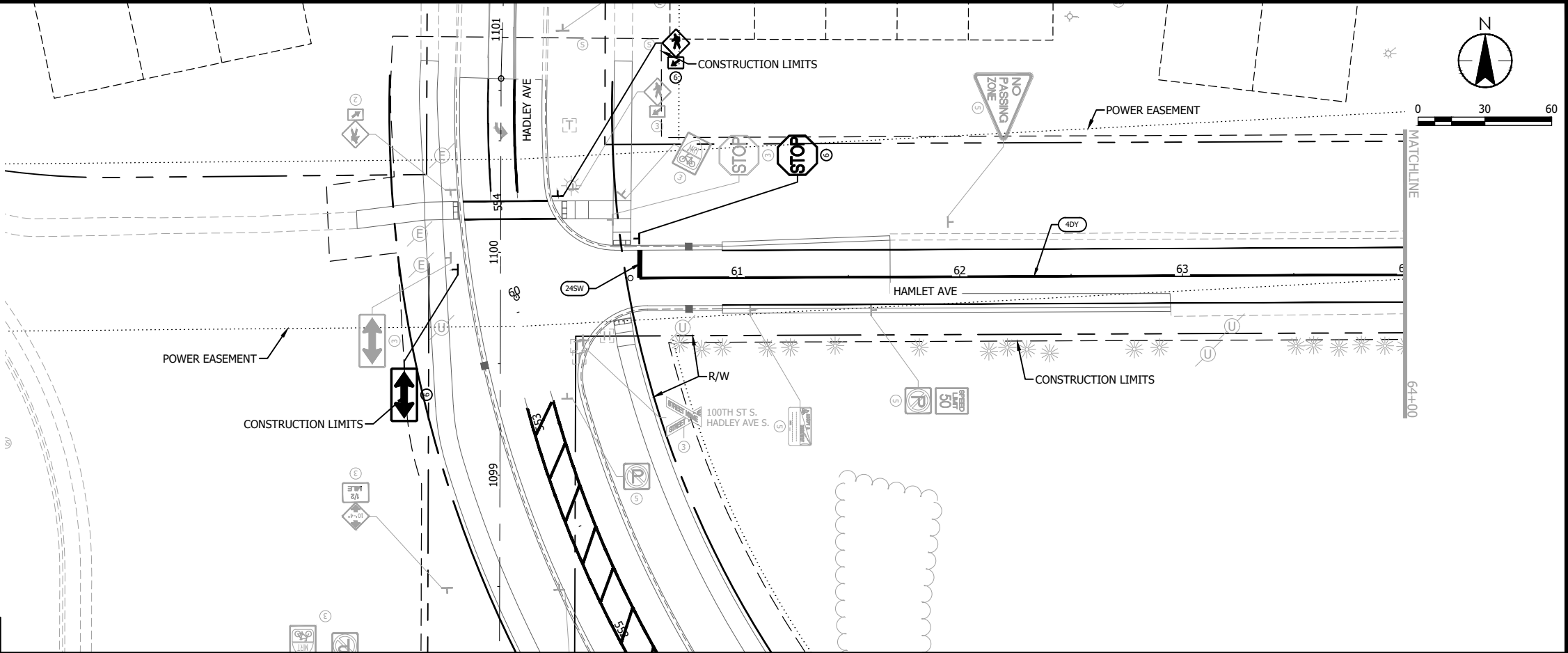
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

SHEET
124
OF
158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.

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SPECIFIC NOTES:				GENERAL NOTES:	
① FURNISH & INSTALL	④ REMOVE			PAVEMENT MARKINGS SHALL BE MEASURED BY THE ACTUAL MATERIAL APPLIED.	
② INPLACE/REMAIN	⑤ REMOVE SIGN TYPE C			ALL STRIPING AND PAVEMENT MARKINGS WILL BE GROUND-IN EPOXY	
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DRAWN	MAF		
DESIGNED	MAF		
CHECKED	JDP		
APPROVED	DRS		
PROJ. NO.	193806597		



Where Pride and Prosperity Meet



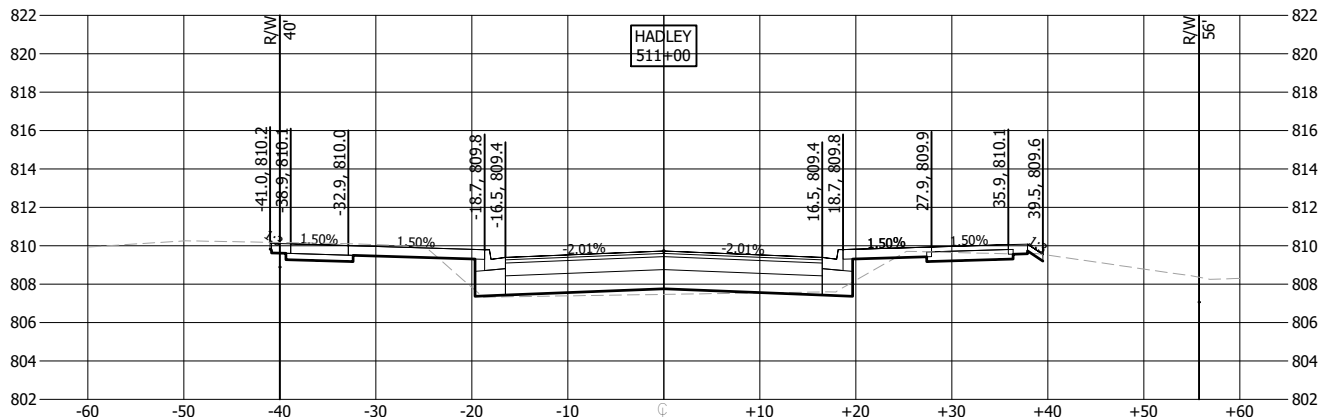
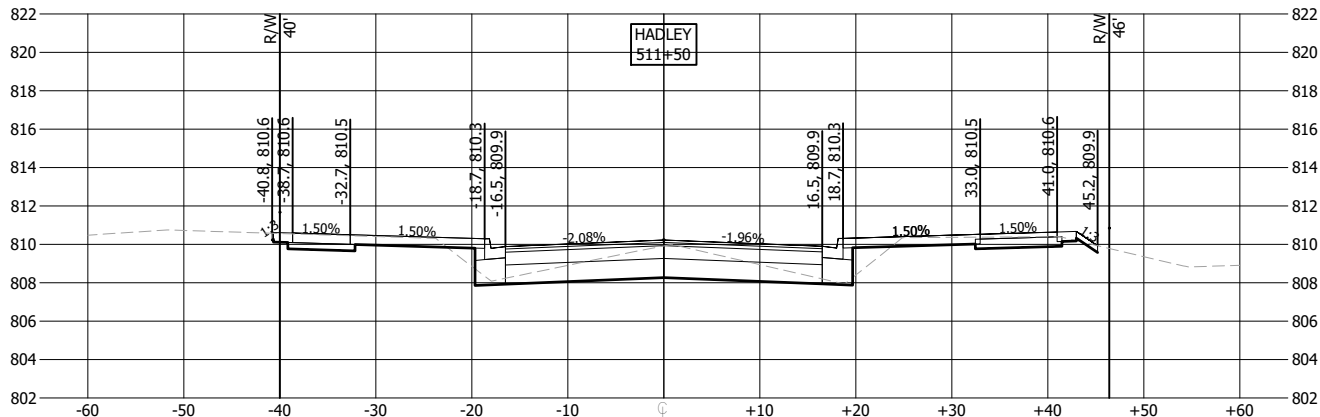
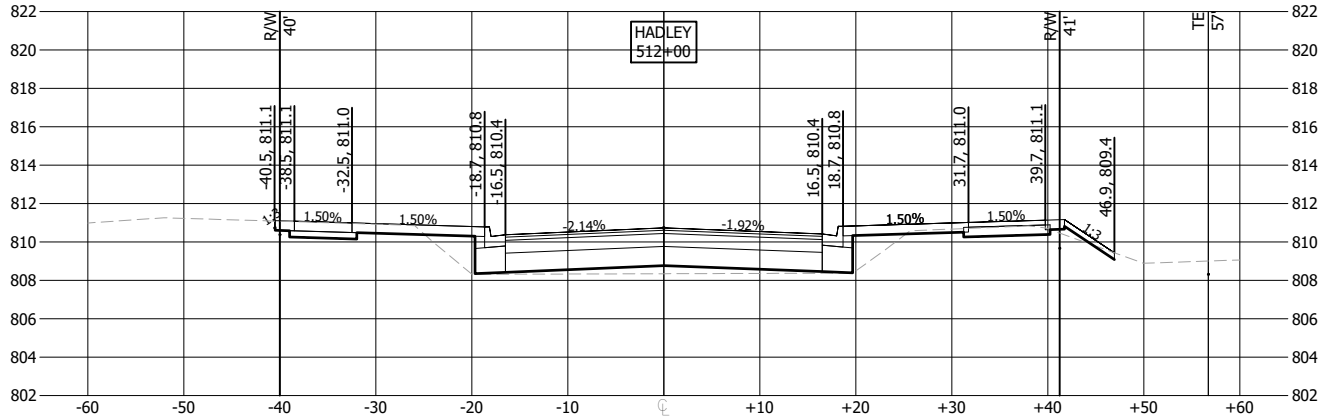
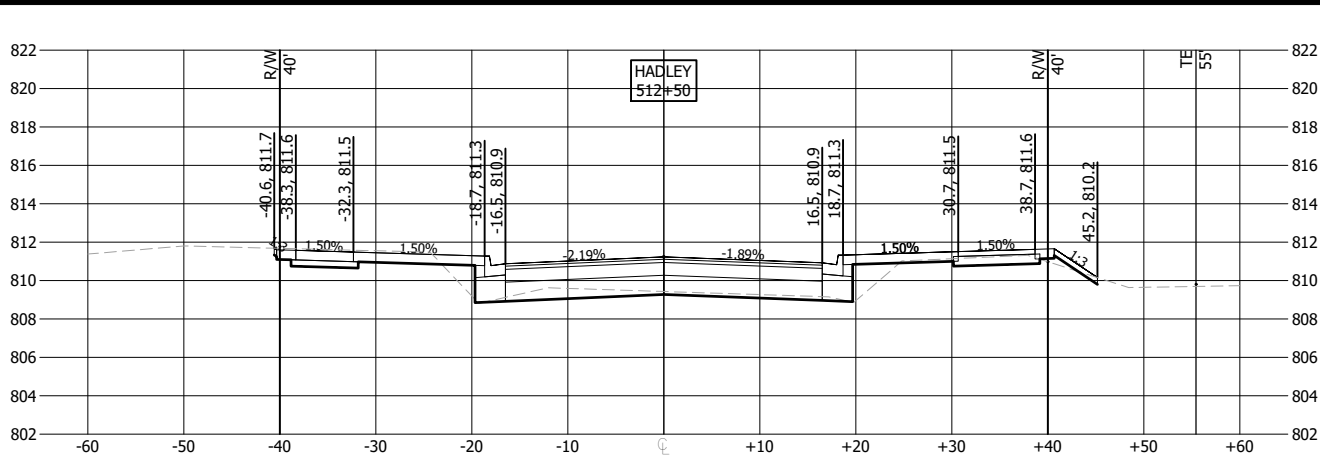
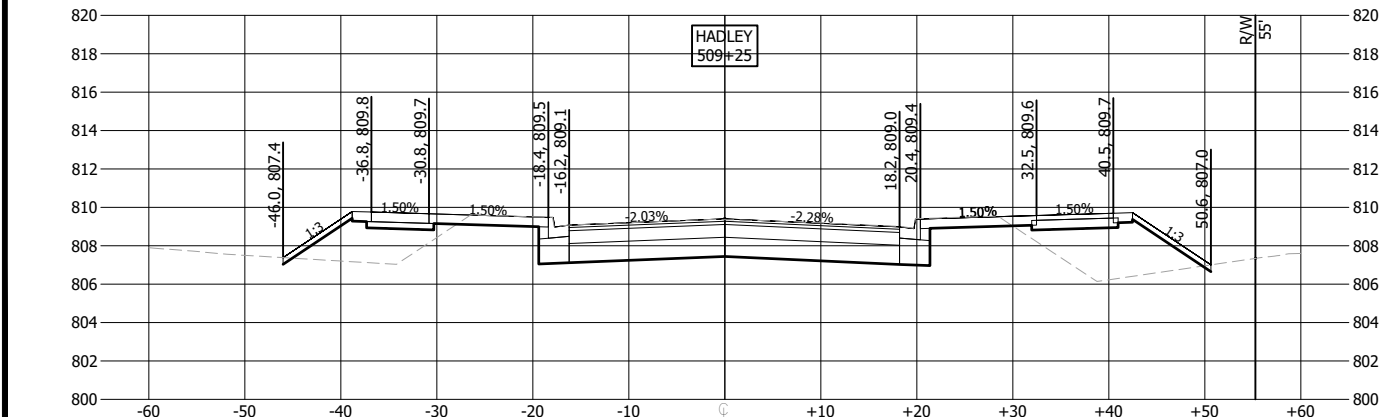
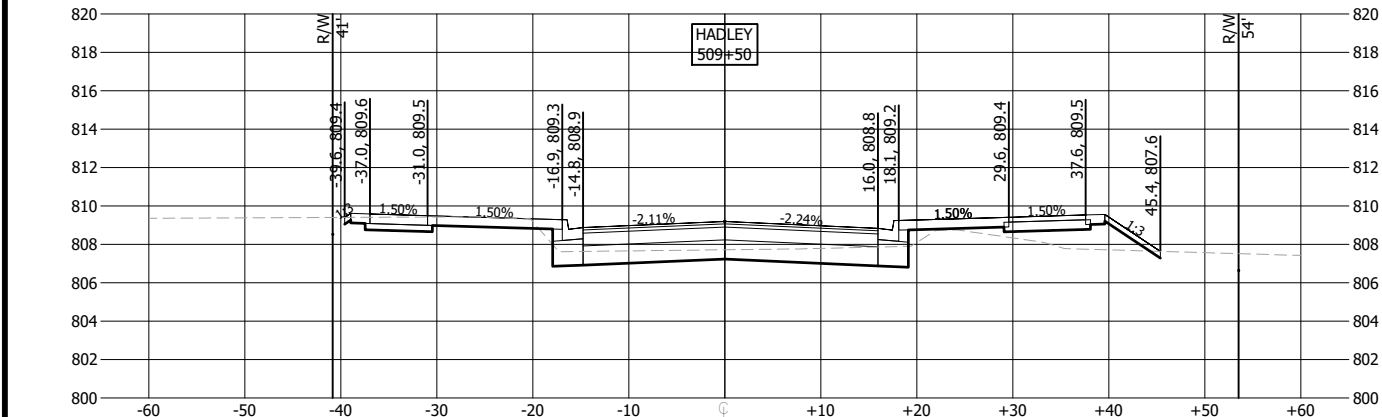
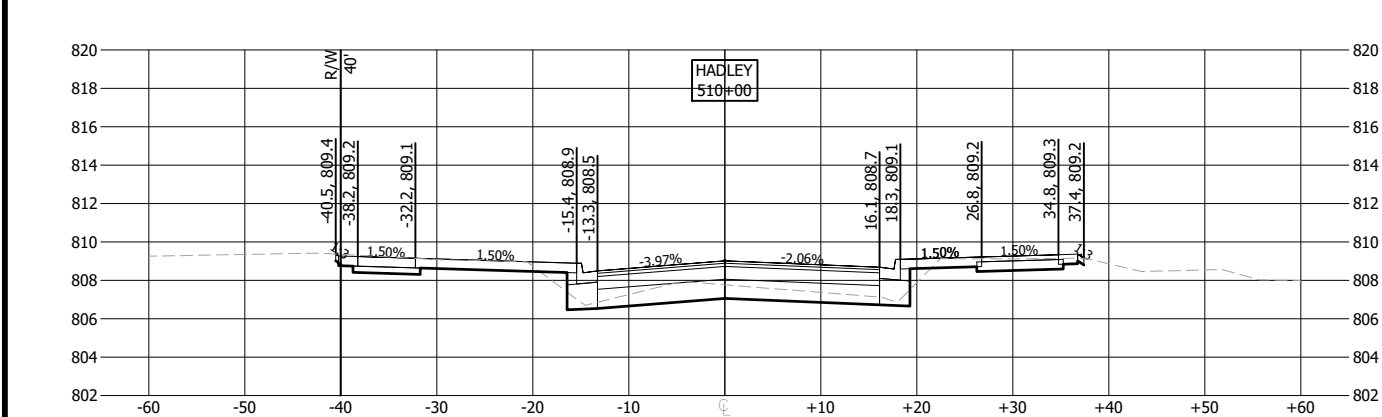
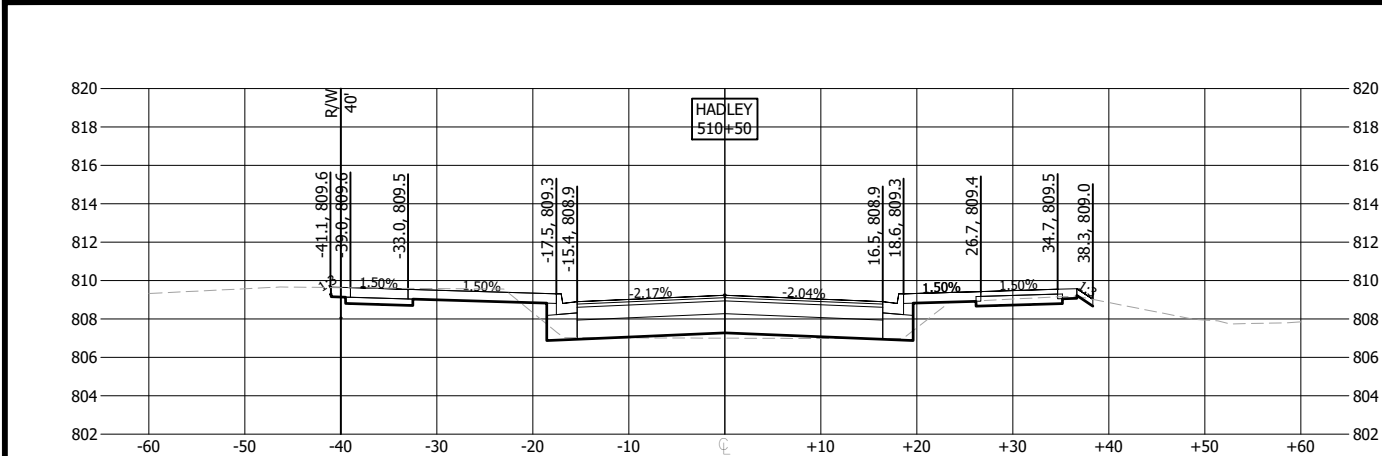
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

SIGNING AND PAVEMENT MARKING PLAN
HAMLET AVENUE S. & 102ND STREET

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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OF
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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



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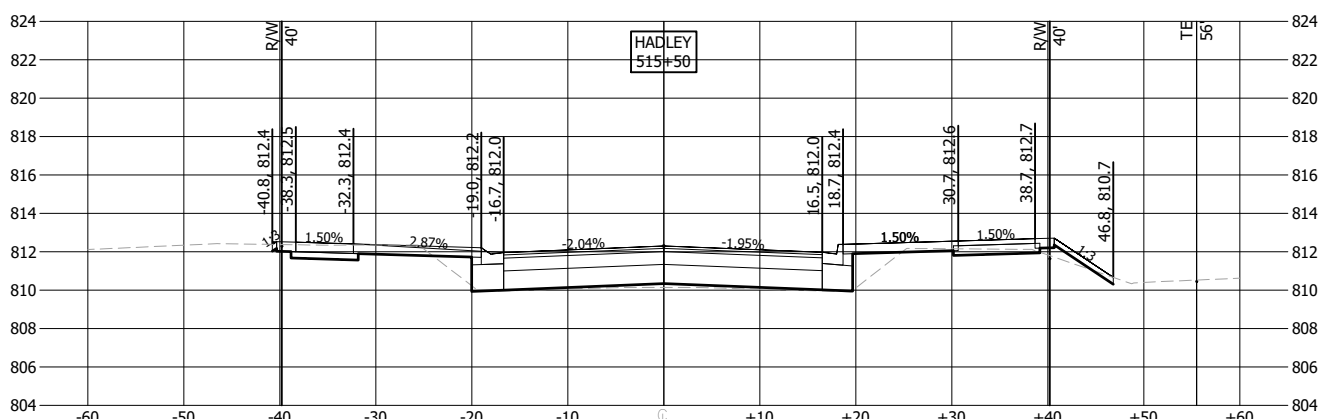
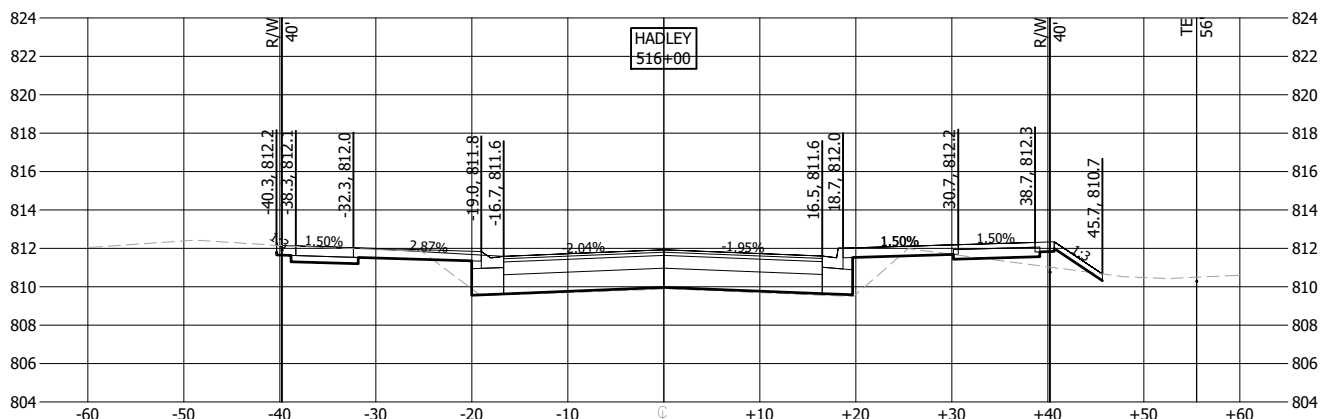
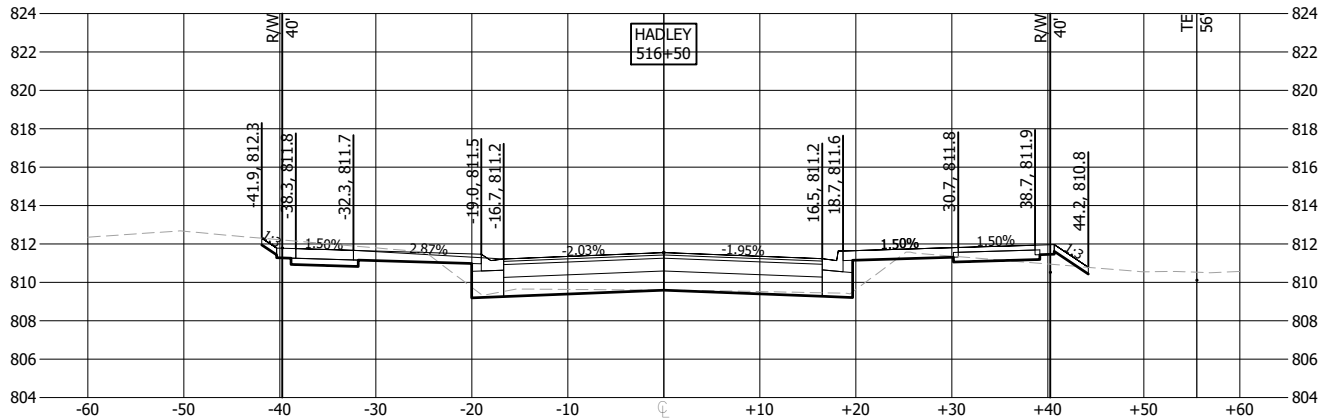
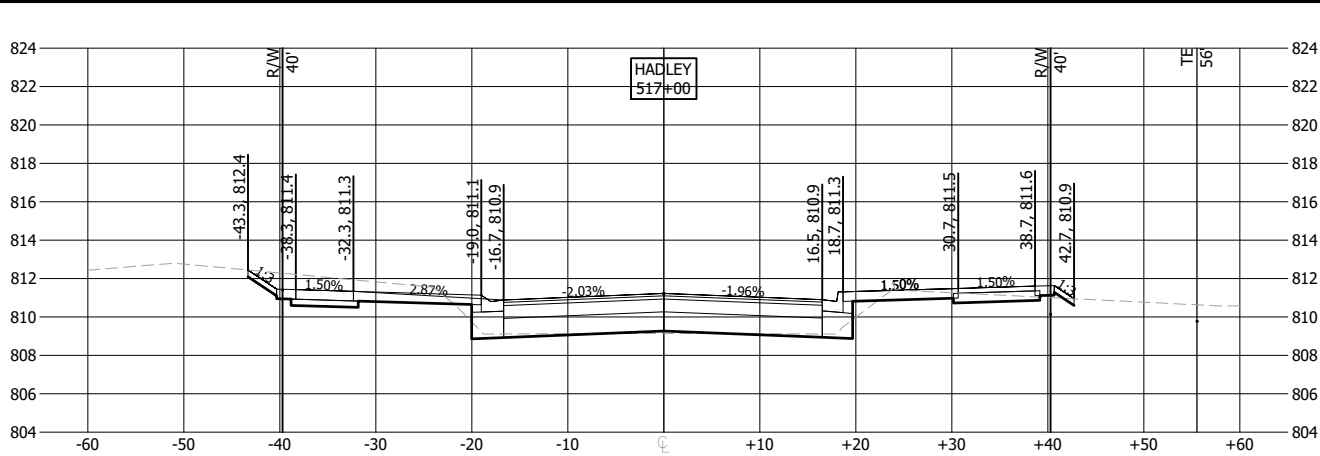
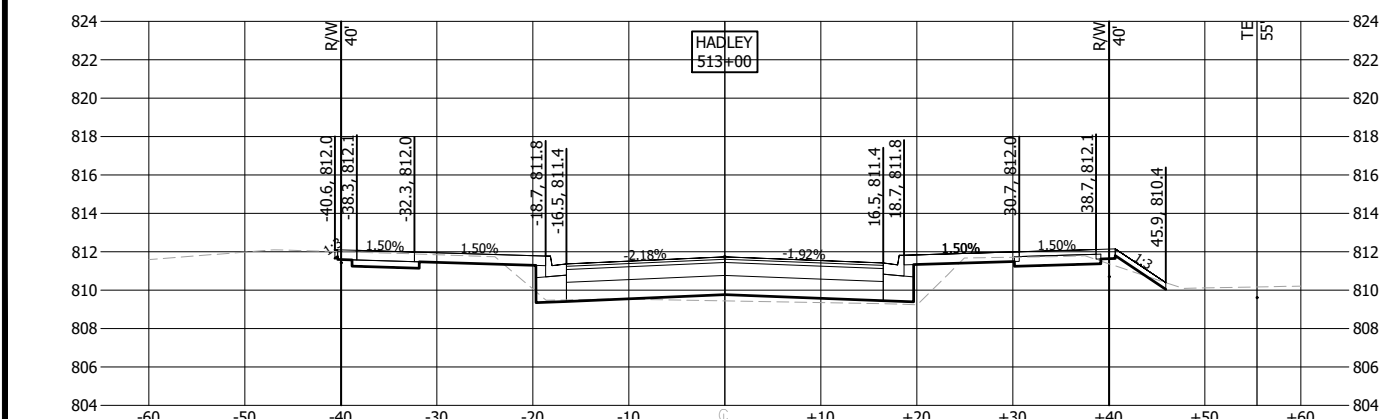
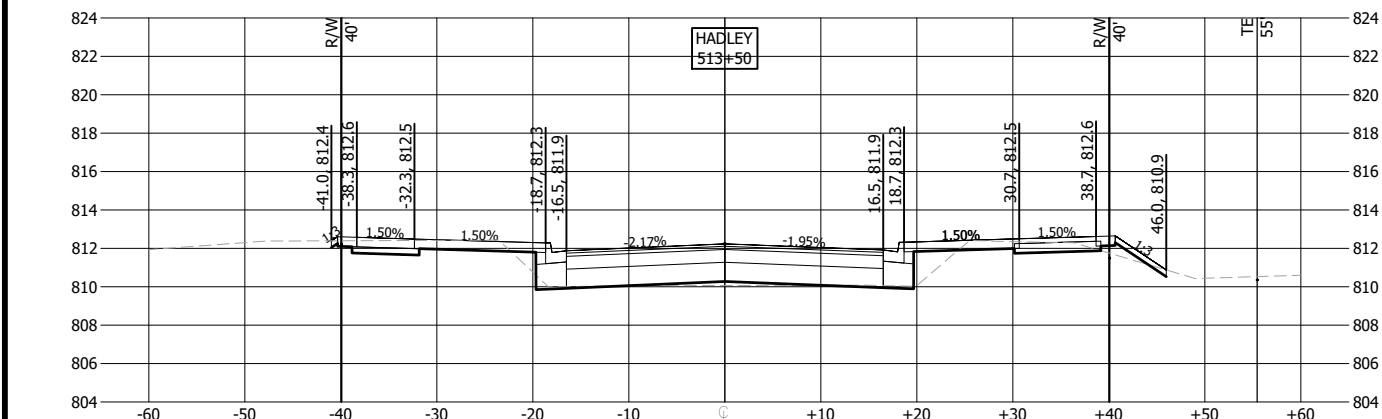
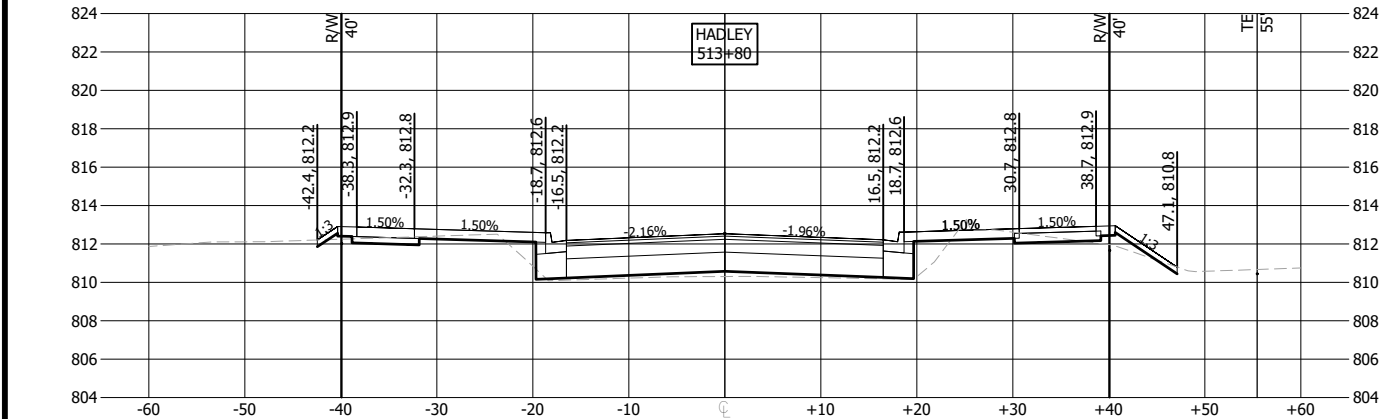
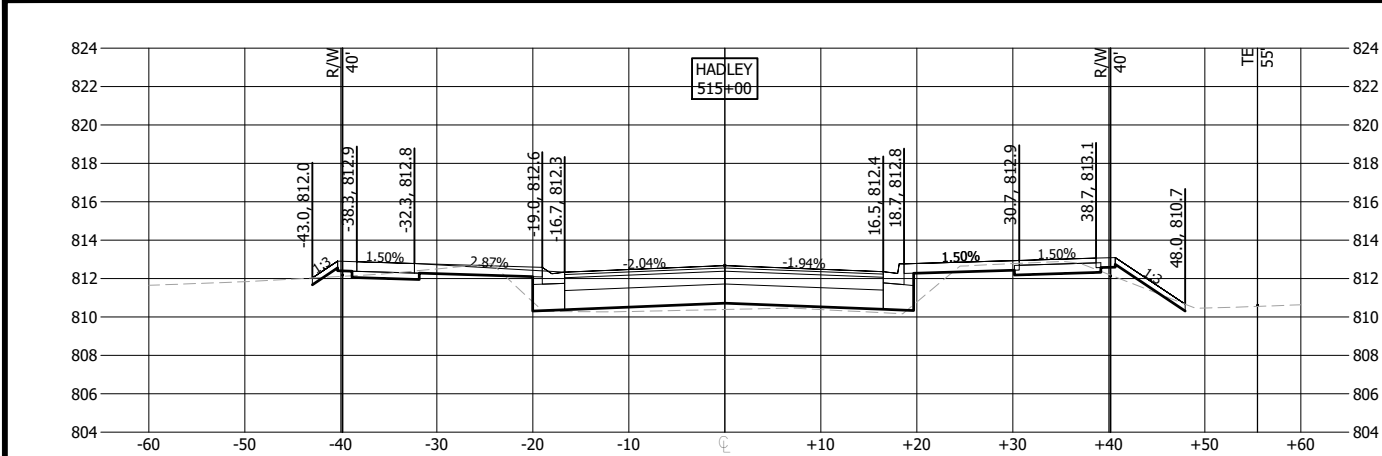
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CHECKED	JDP
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PROJ. NO.	193806597



CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



NO	DATE	APPR	REVISION

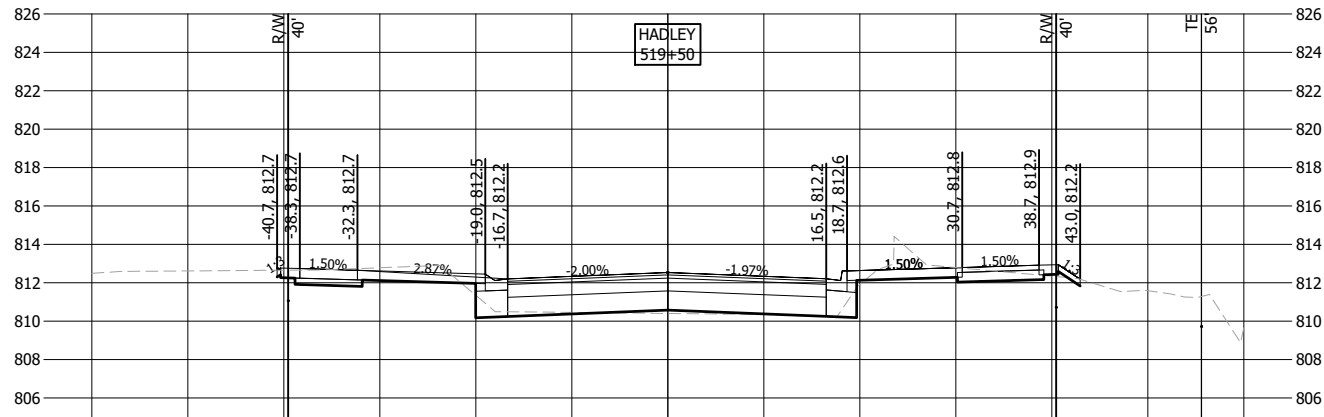
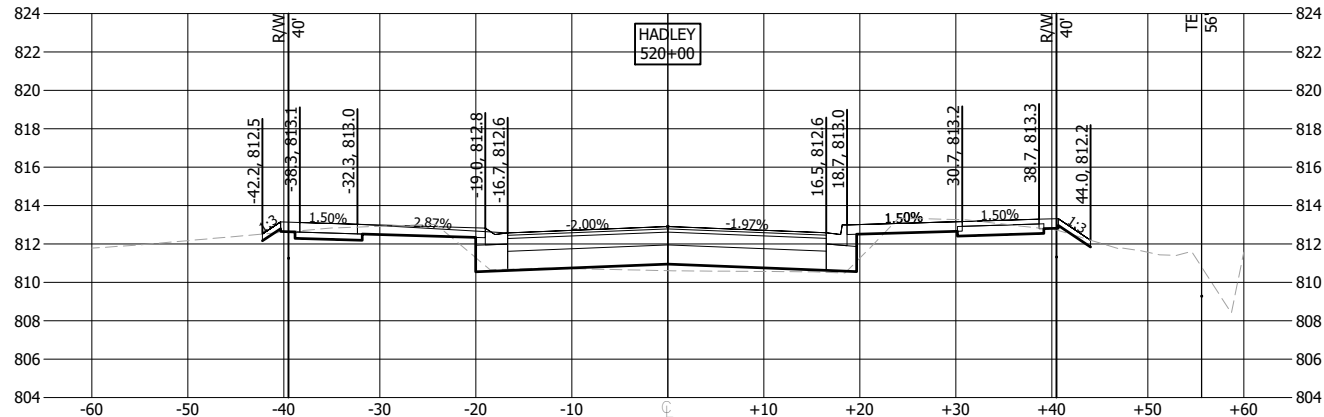
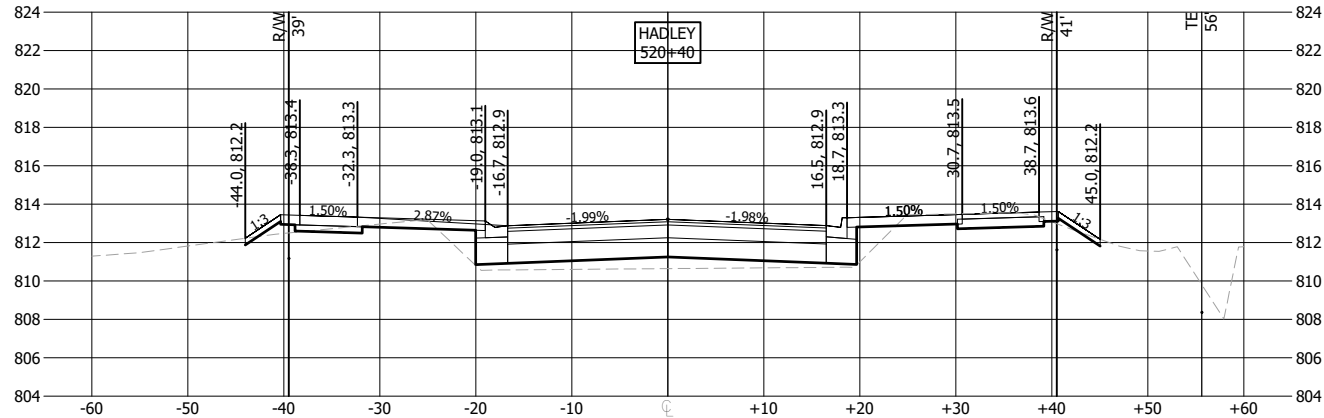
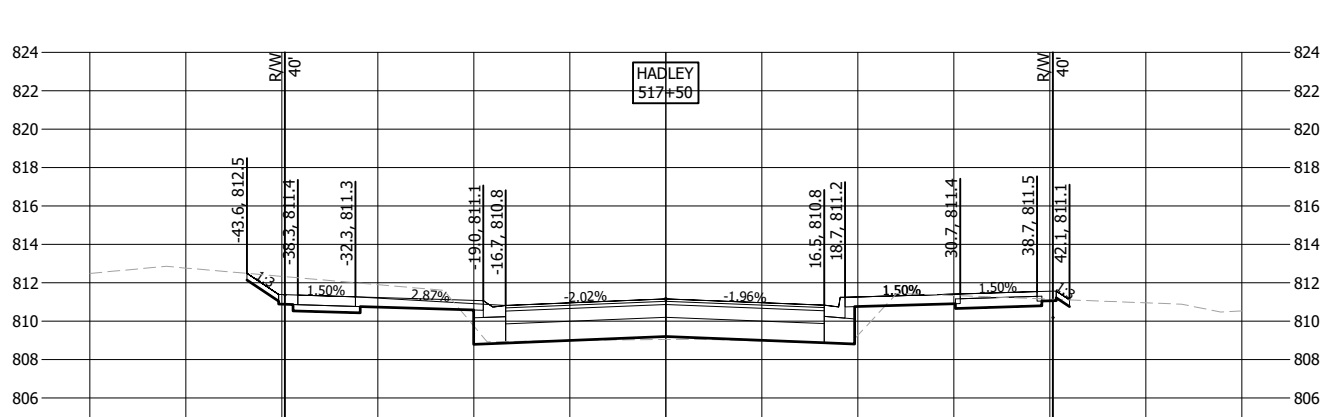
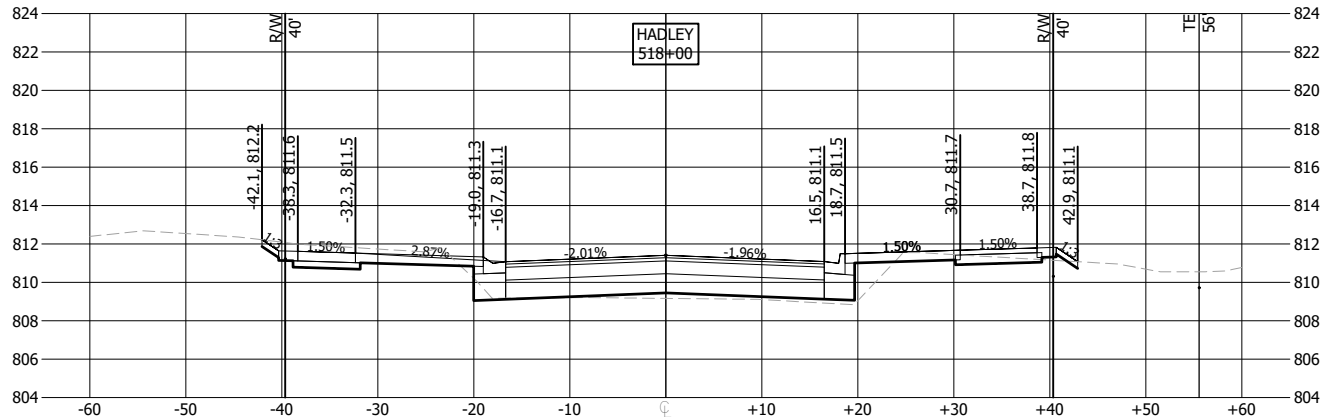
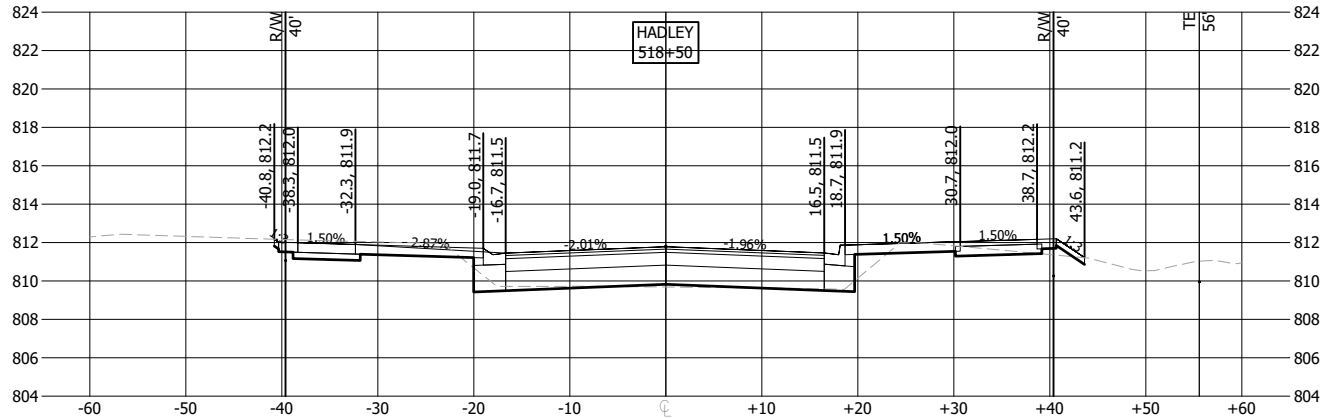
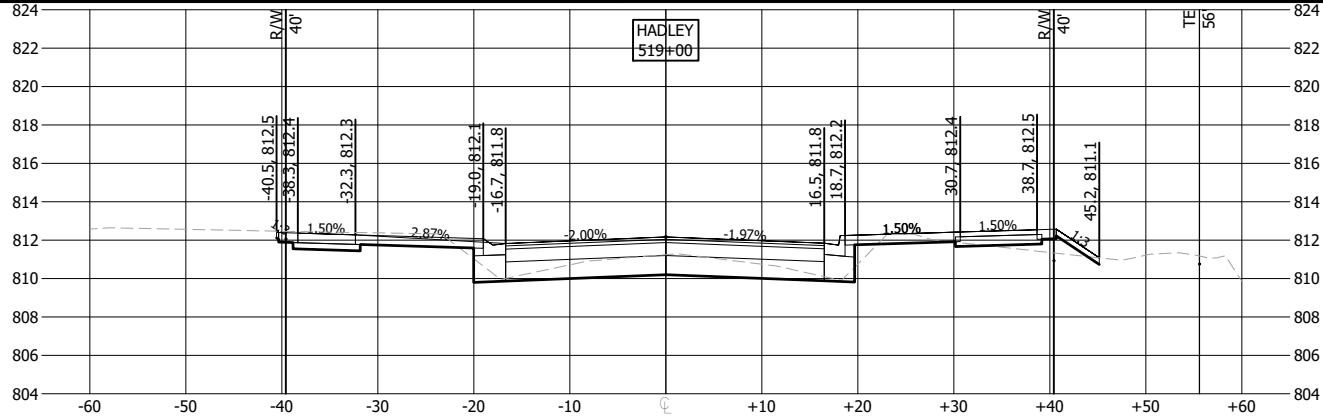
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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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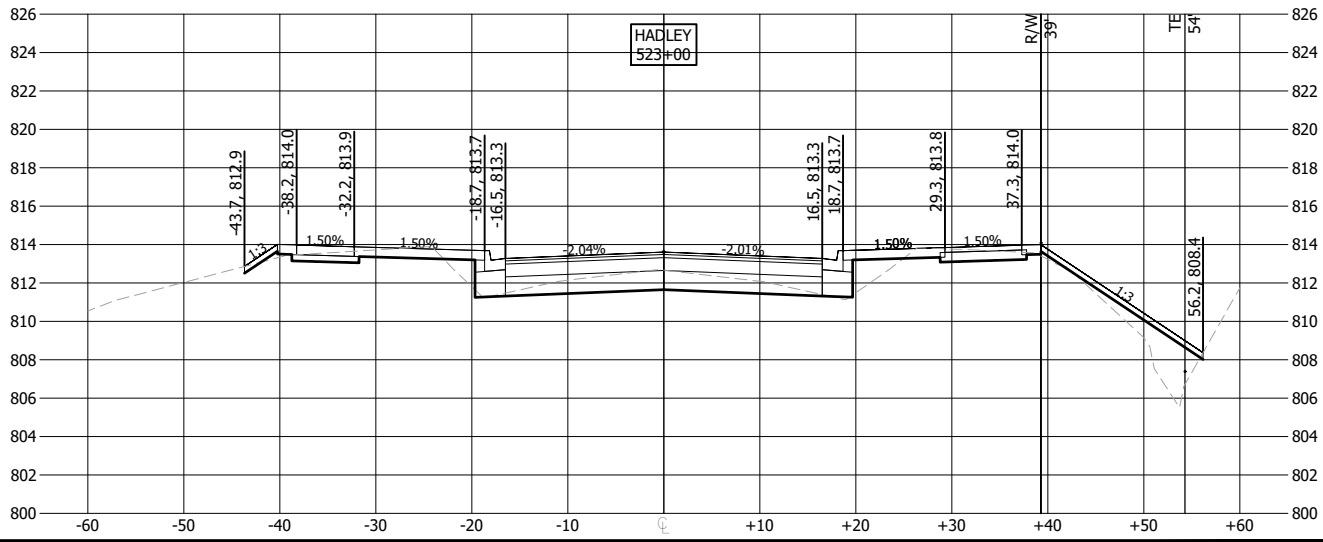
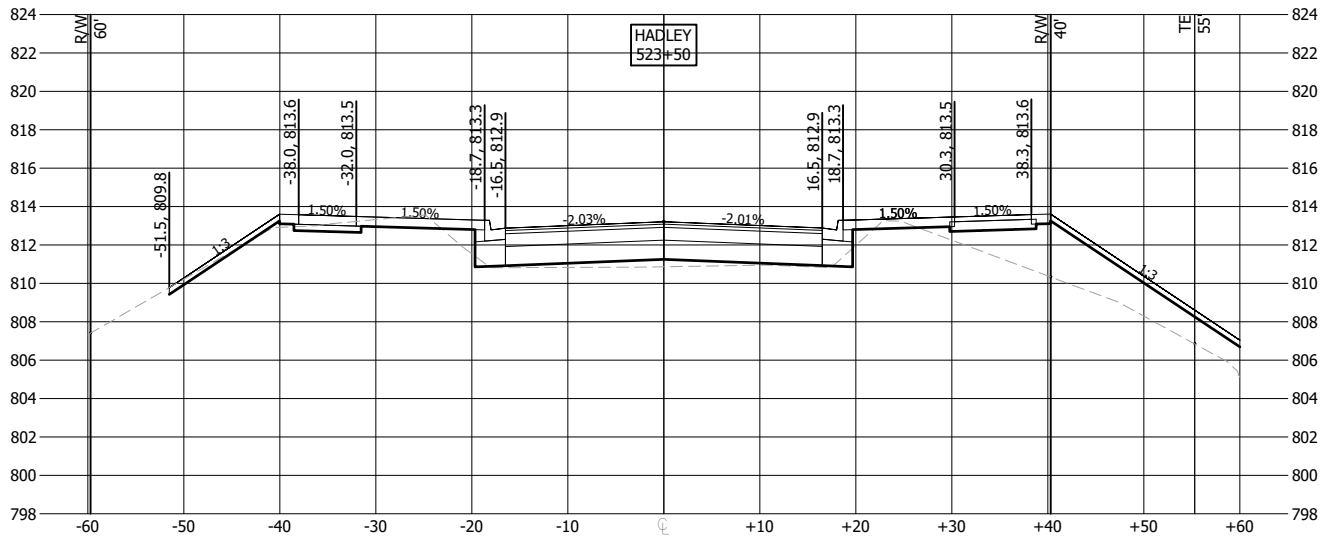
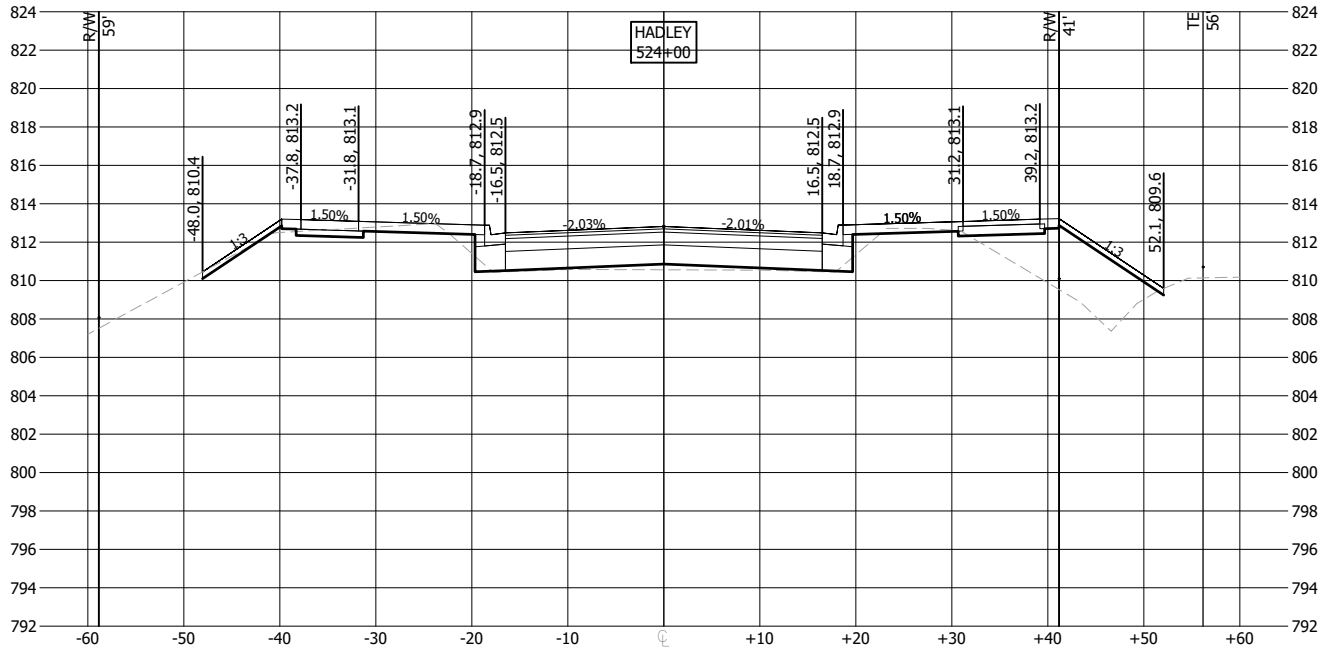
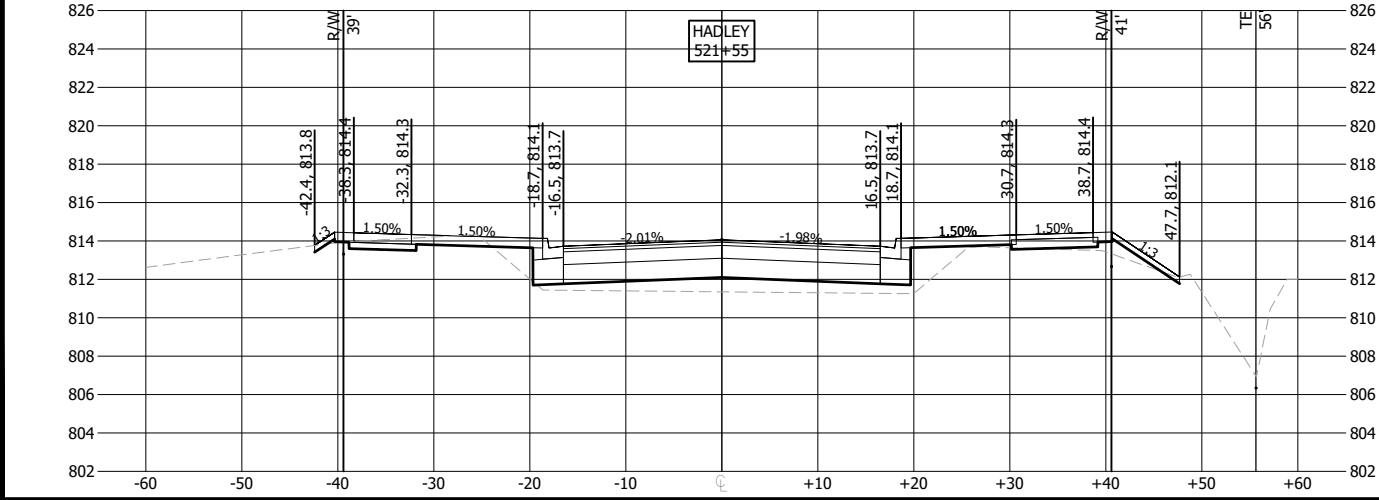
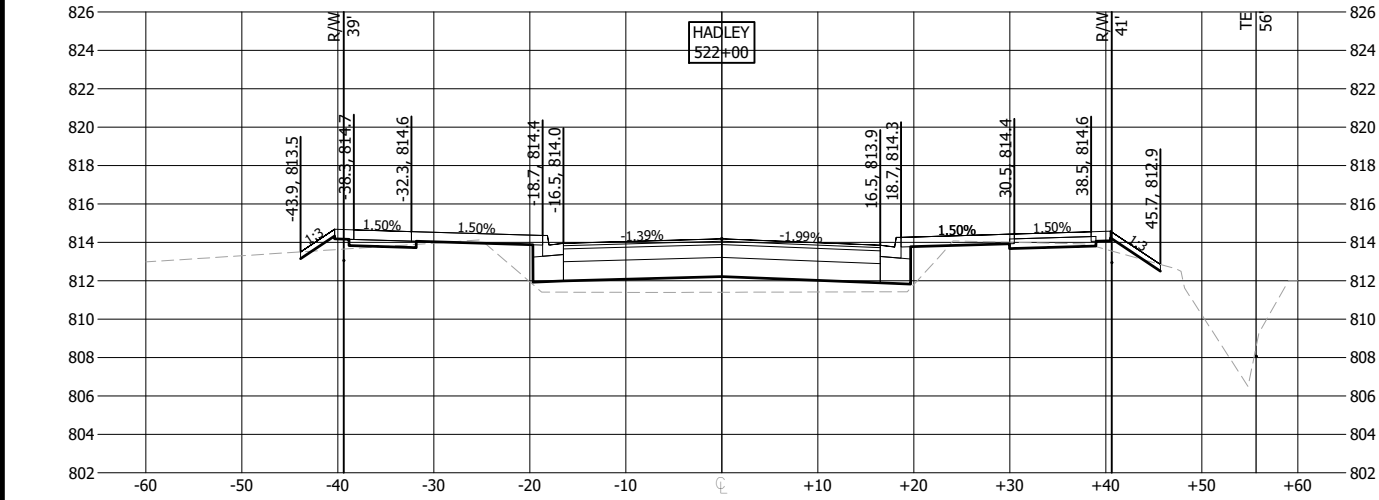
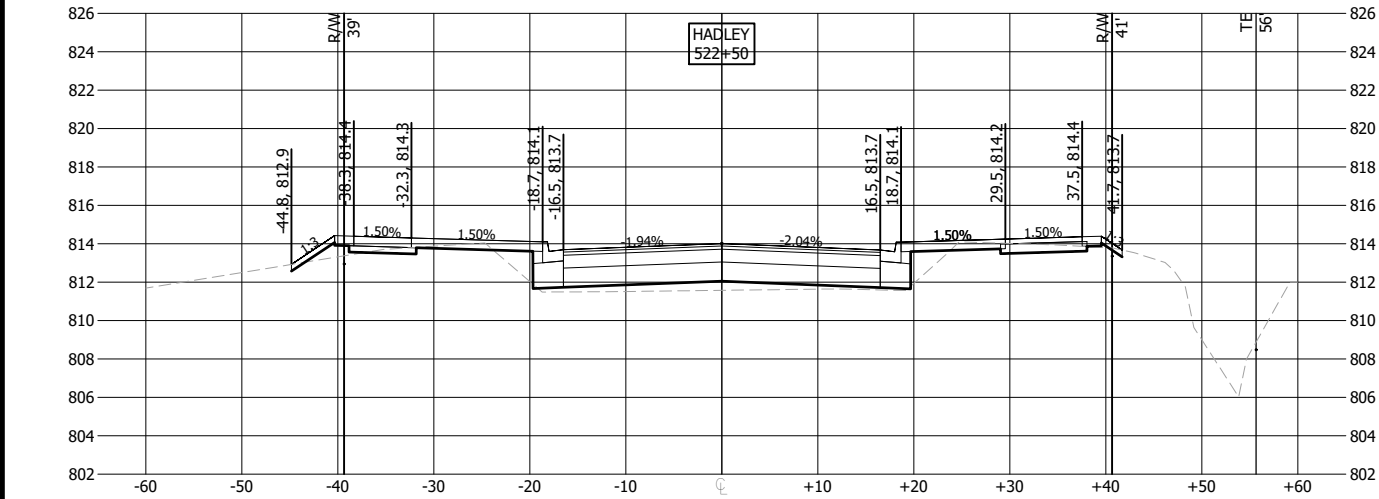
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PROJ. NO.	193806597



CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



NO	DATE	APPR	REVISION

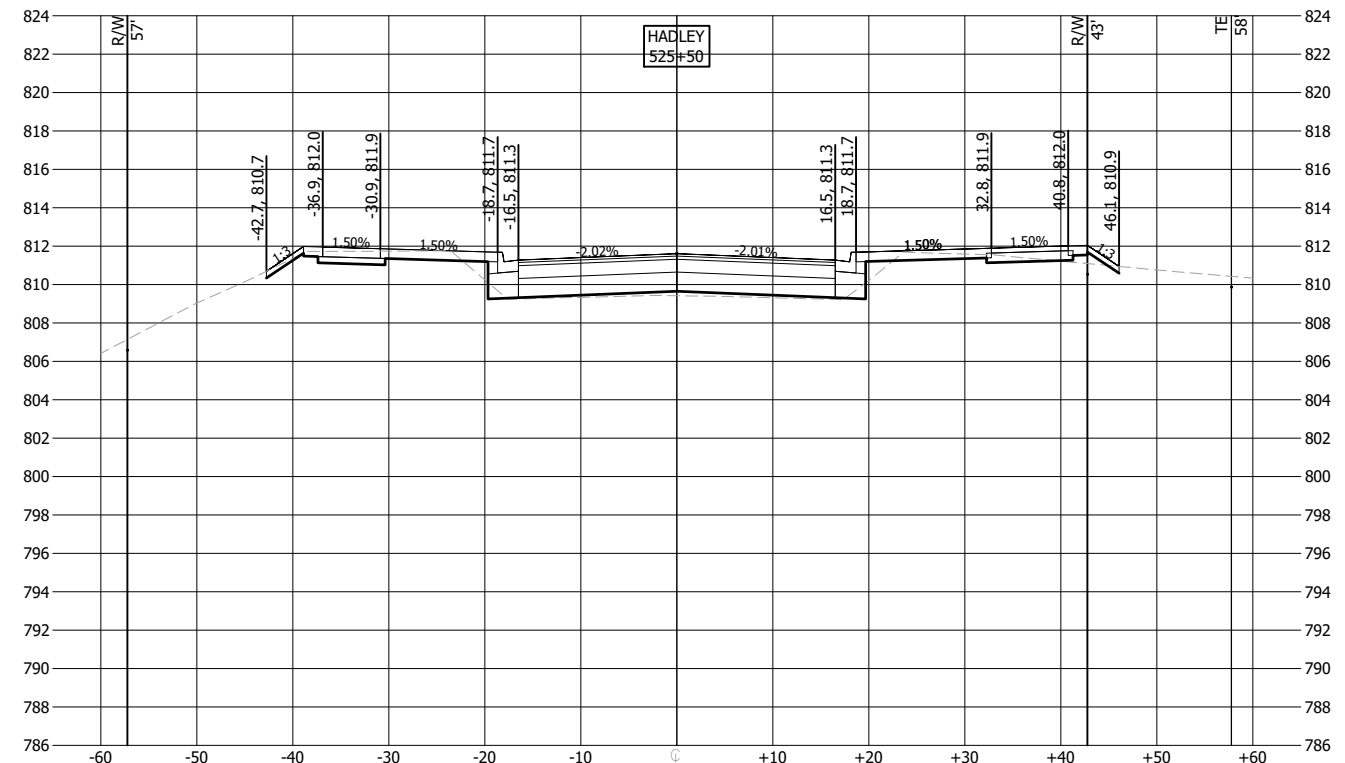
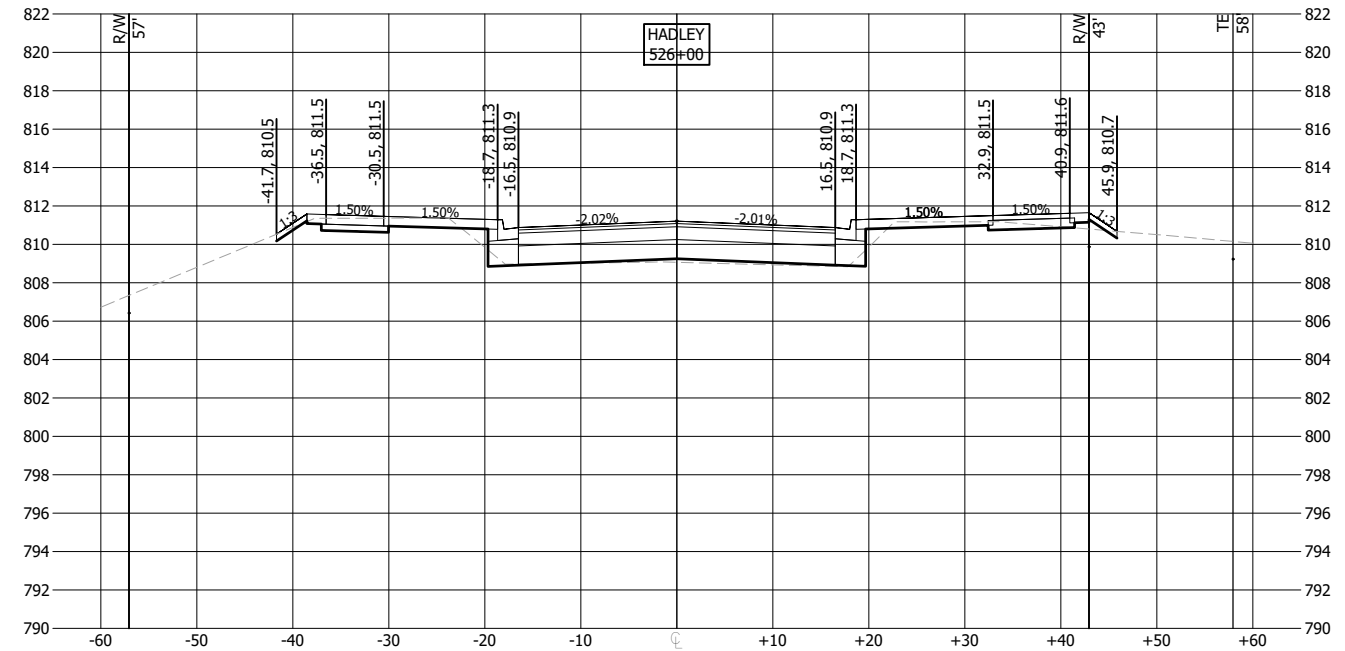
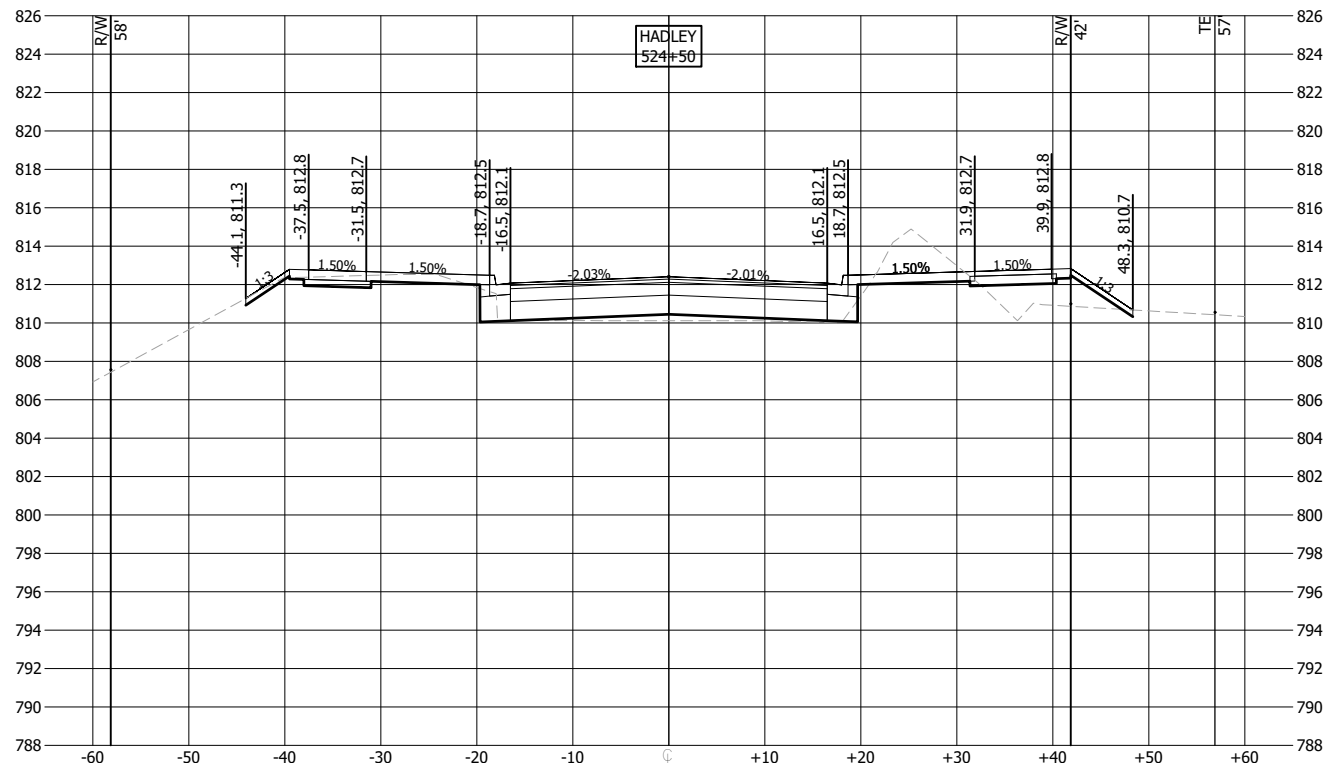
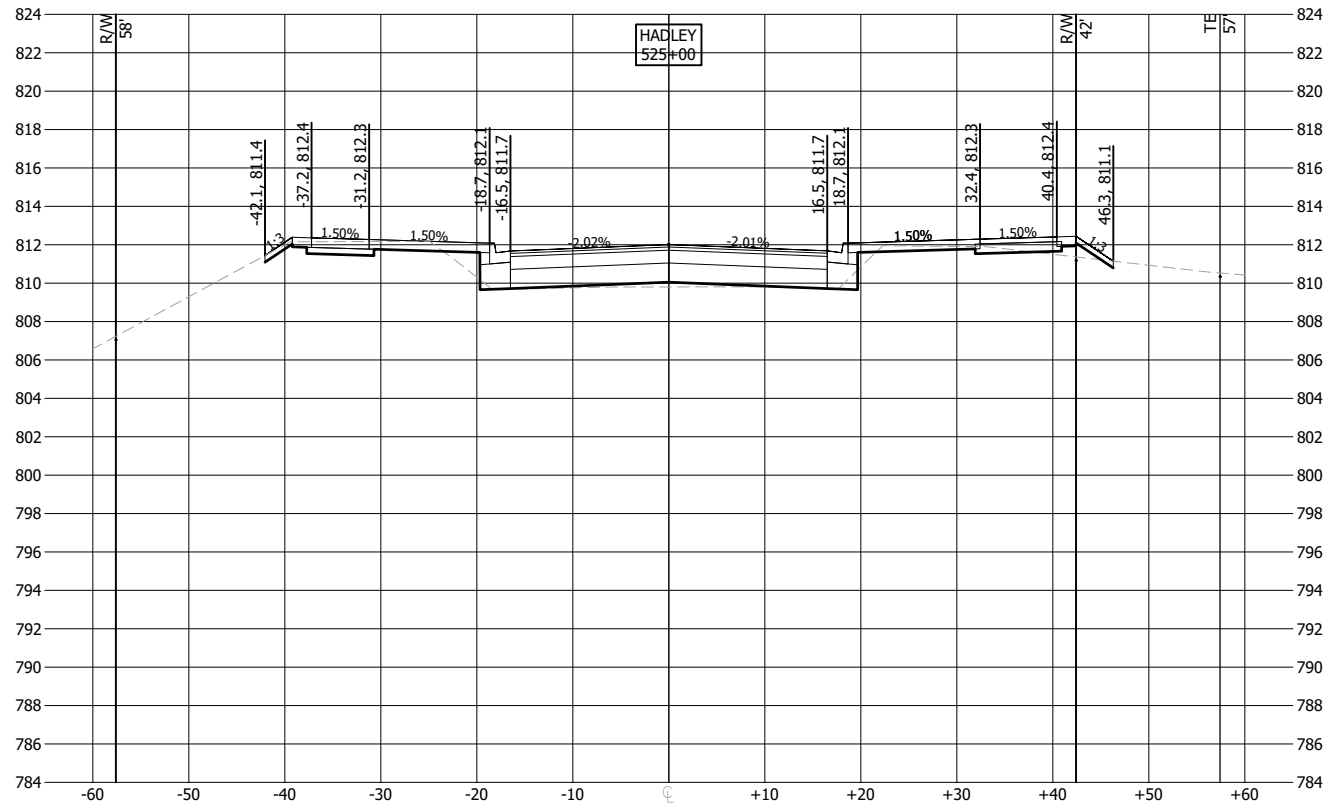
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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

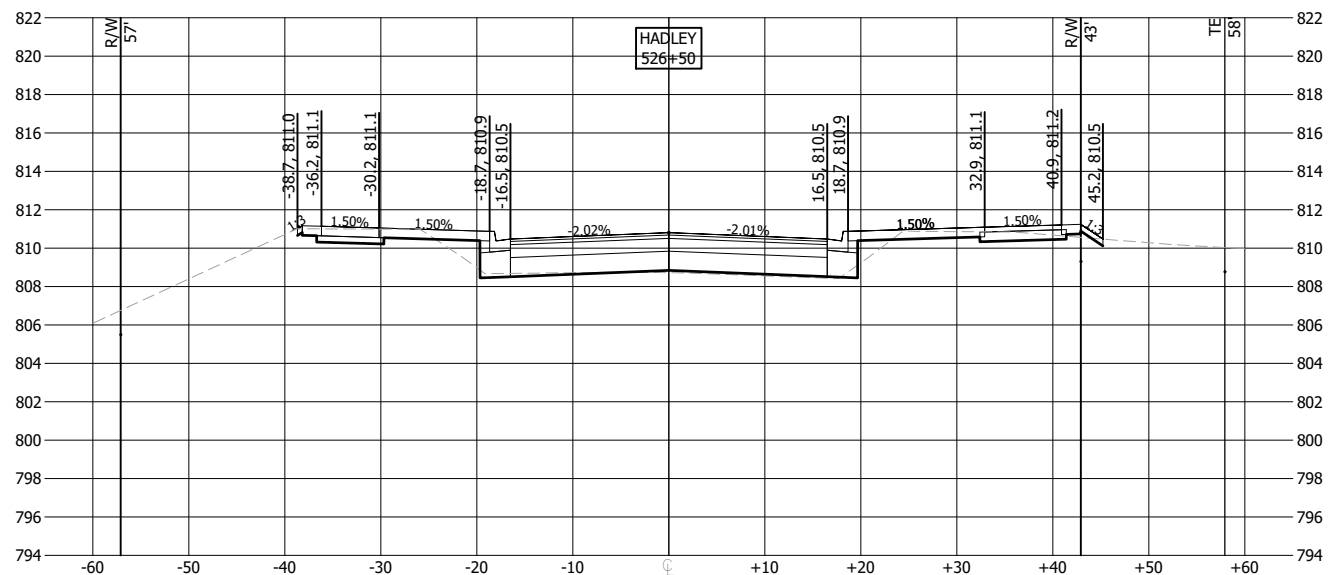
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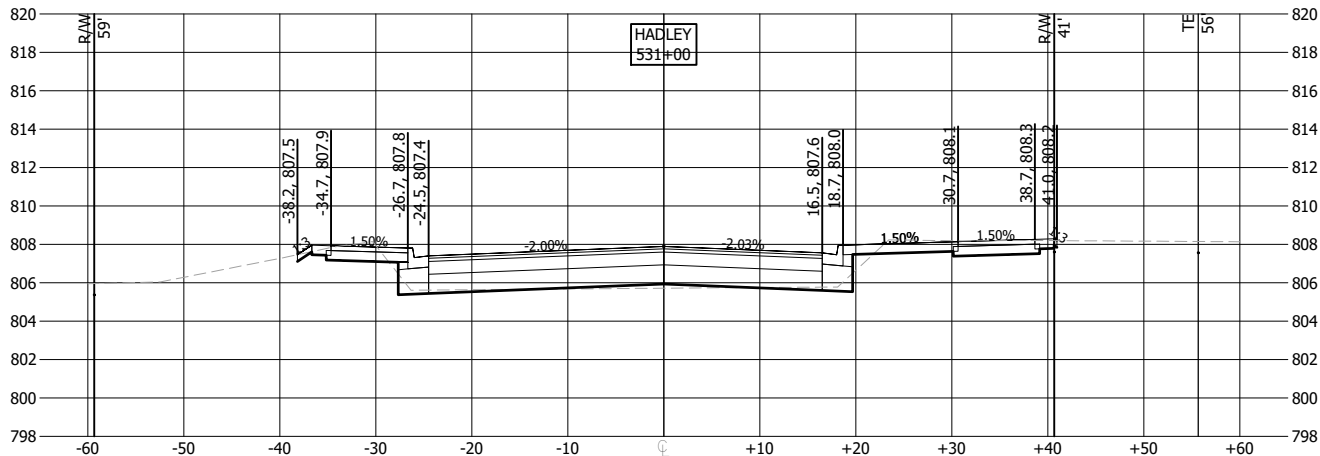
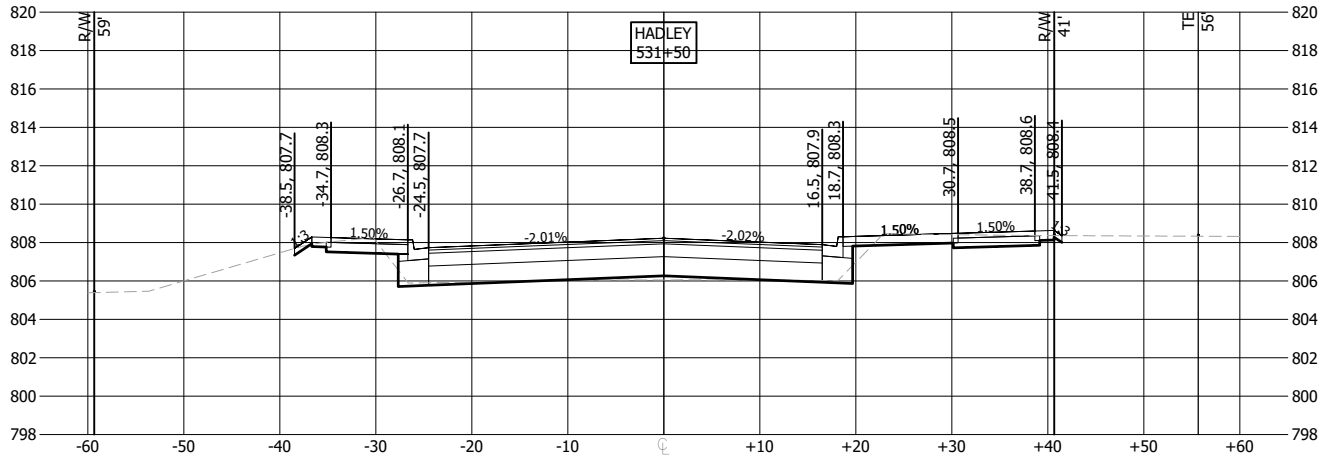
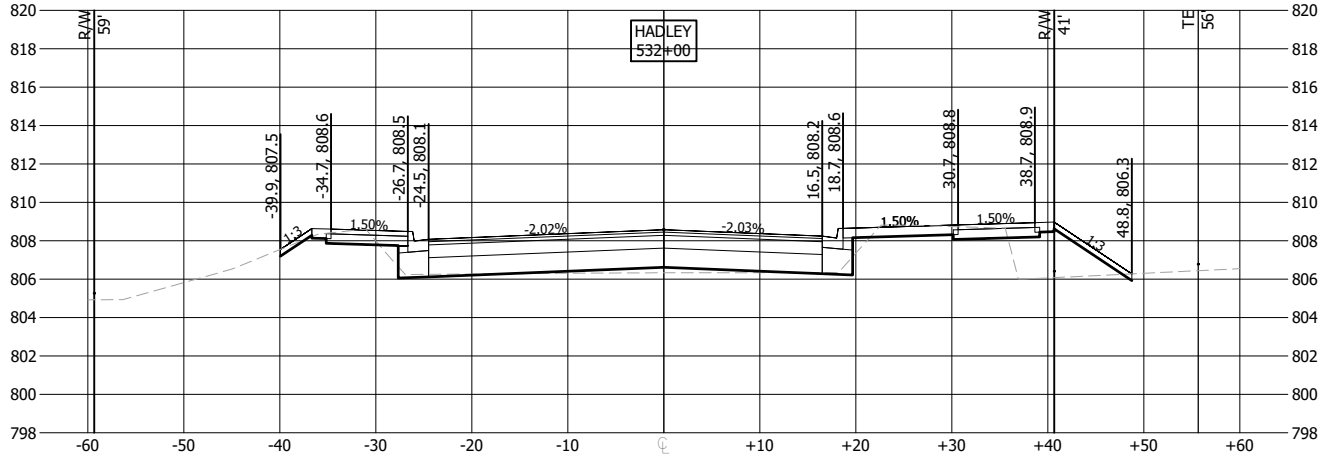
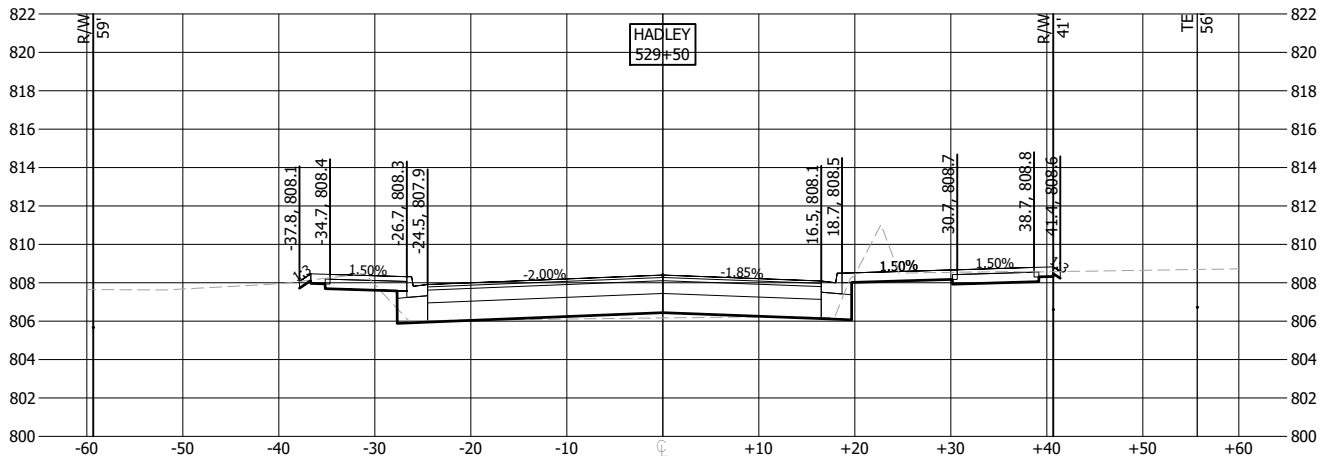
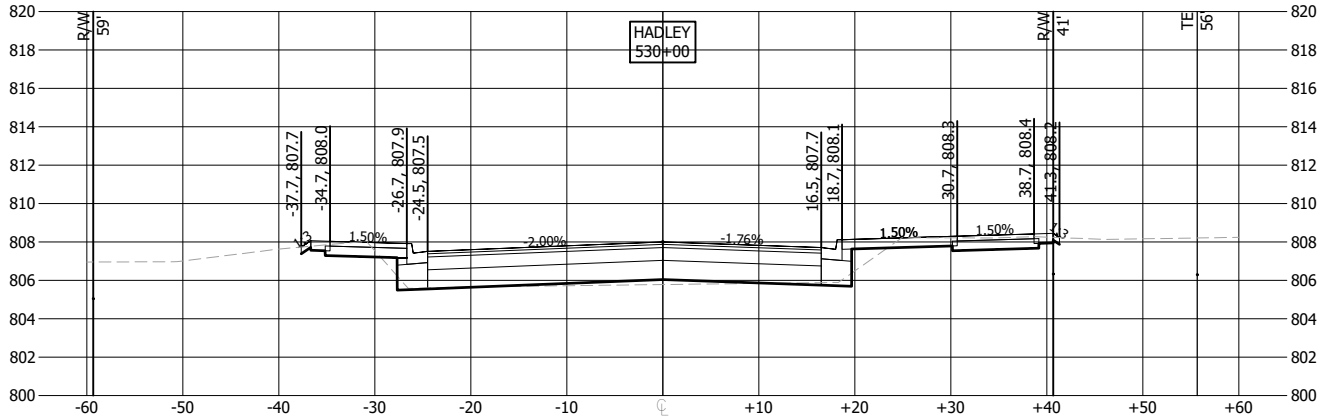
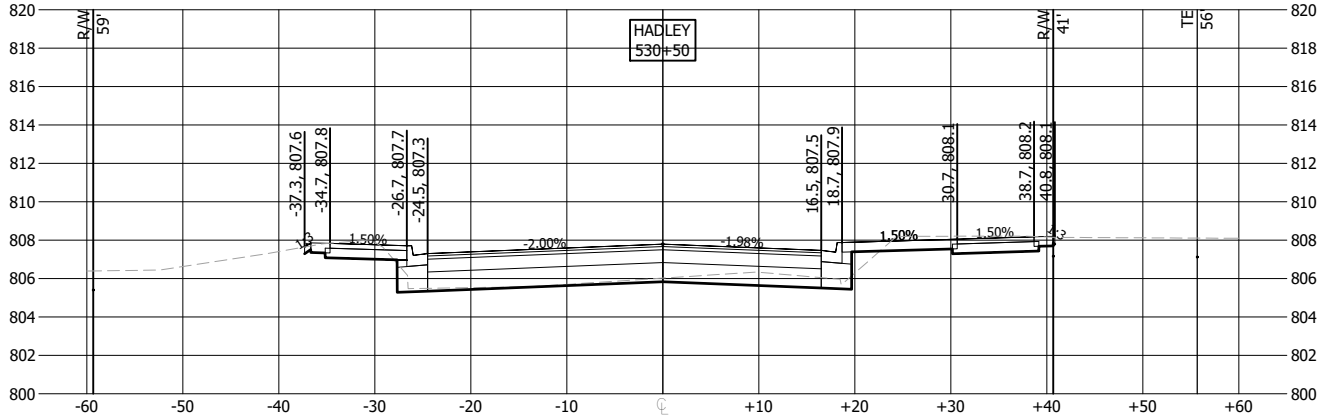


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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



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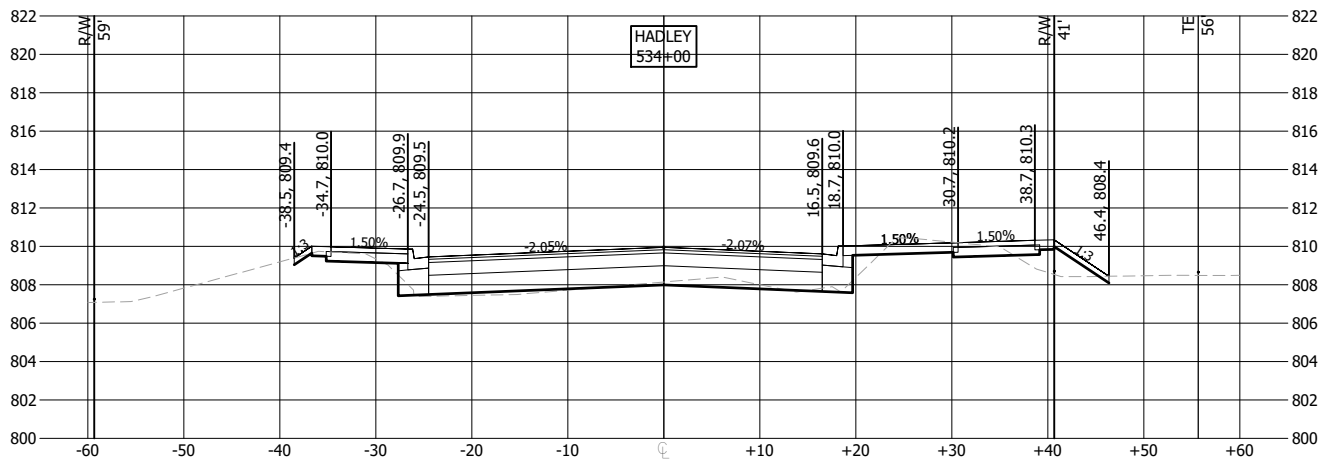
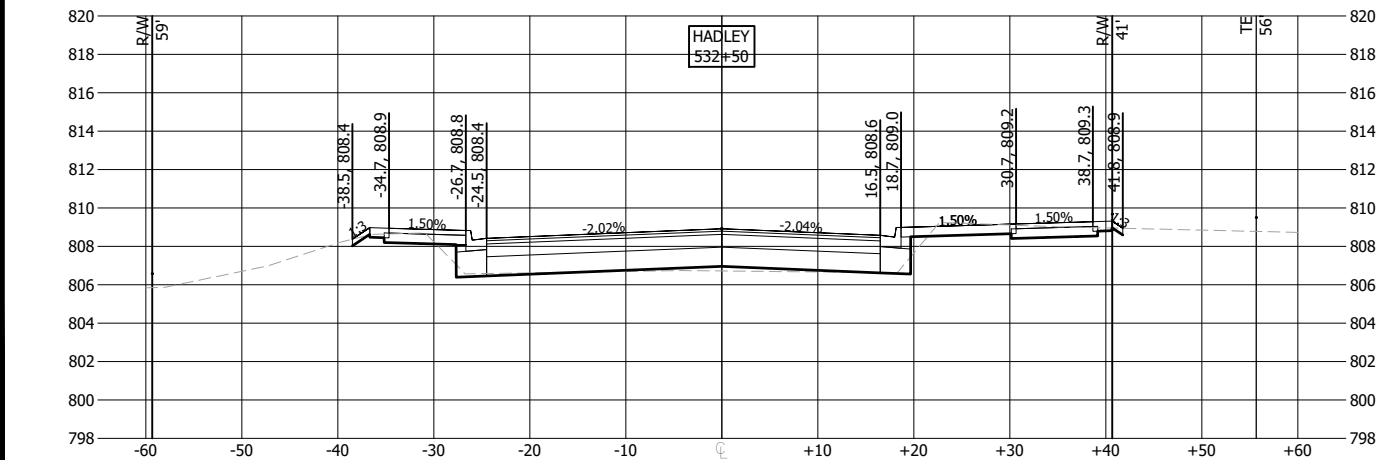
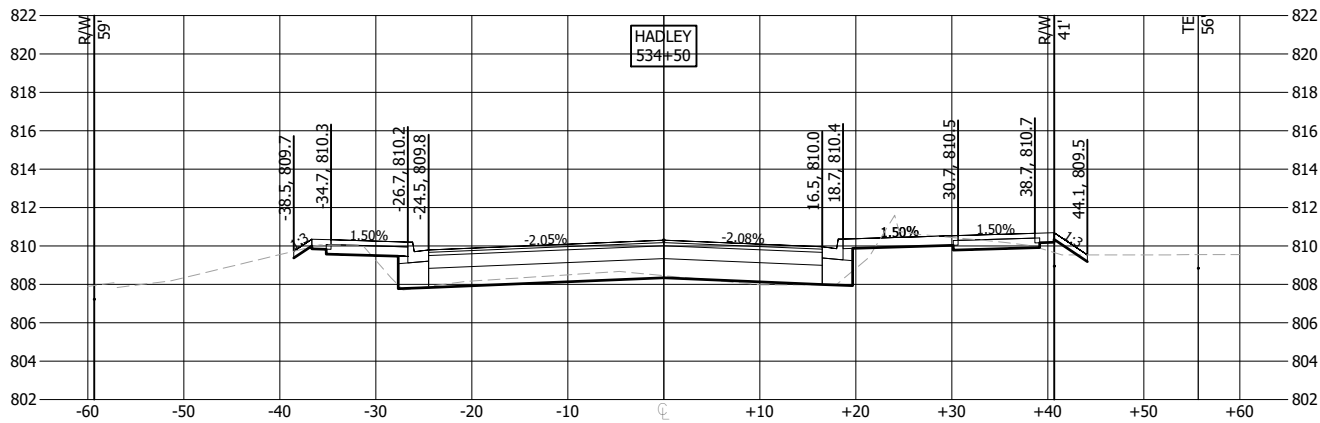
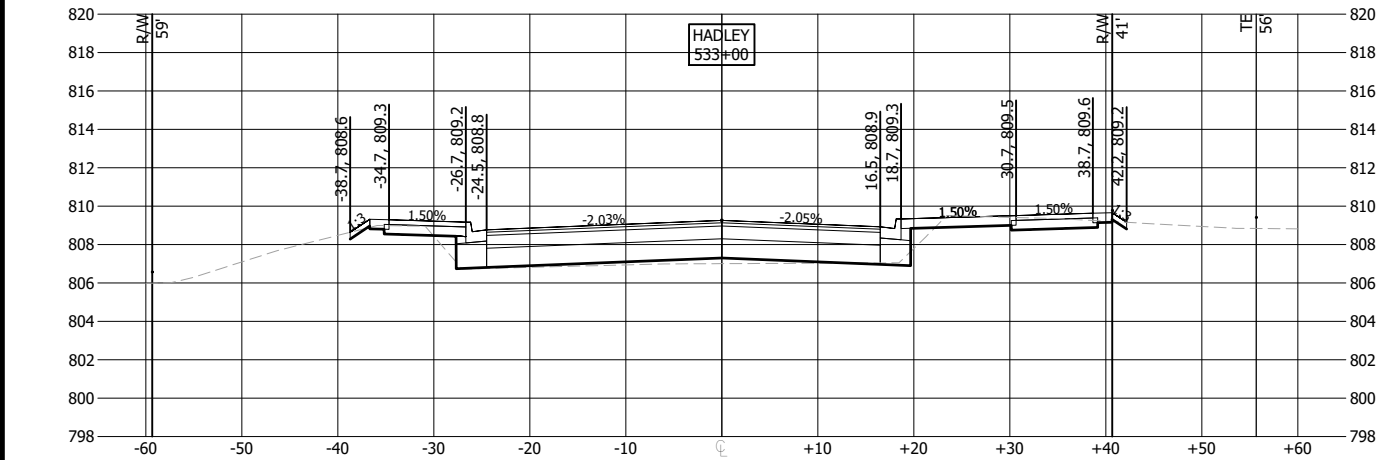
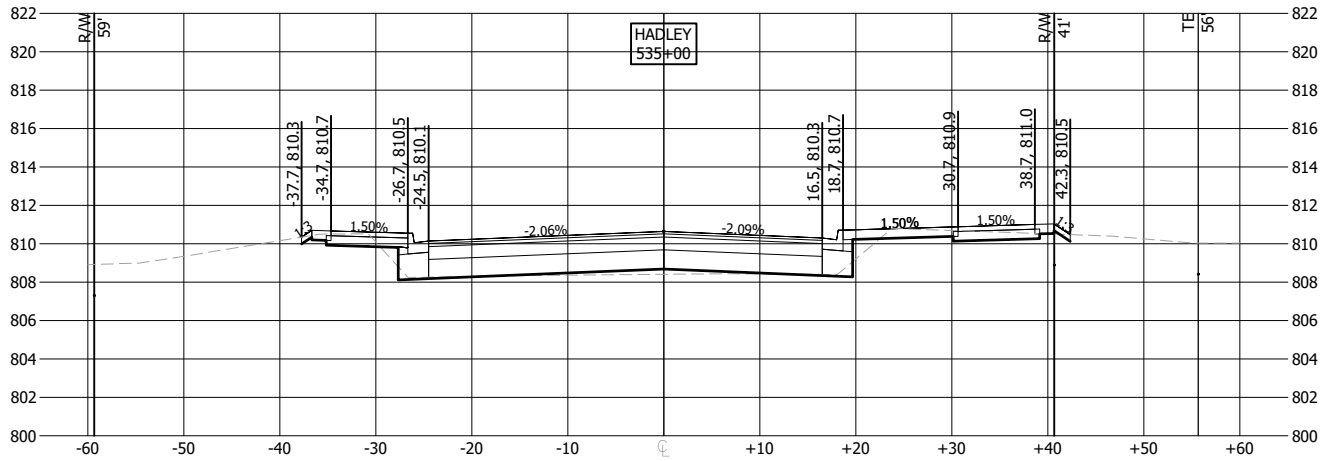
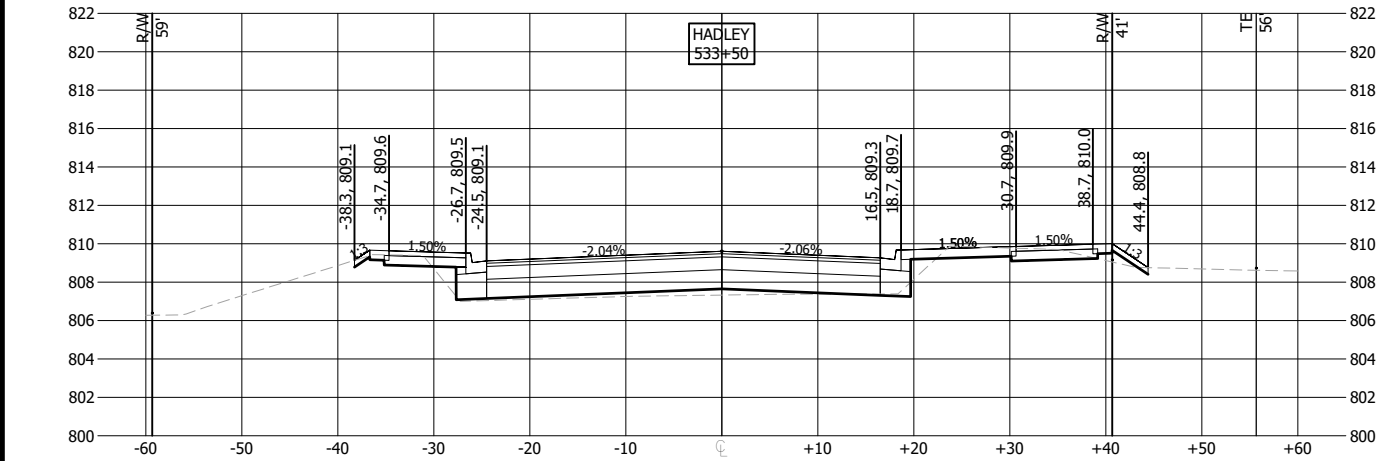
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PROJ. NO.	193806597



CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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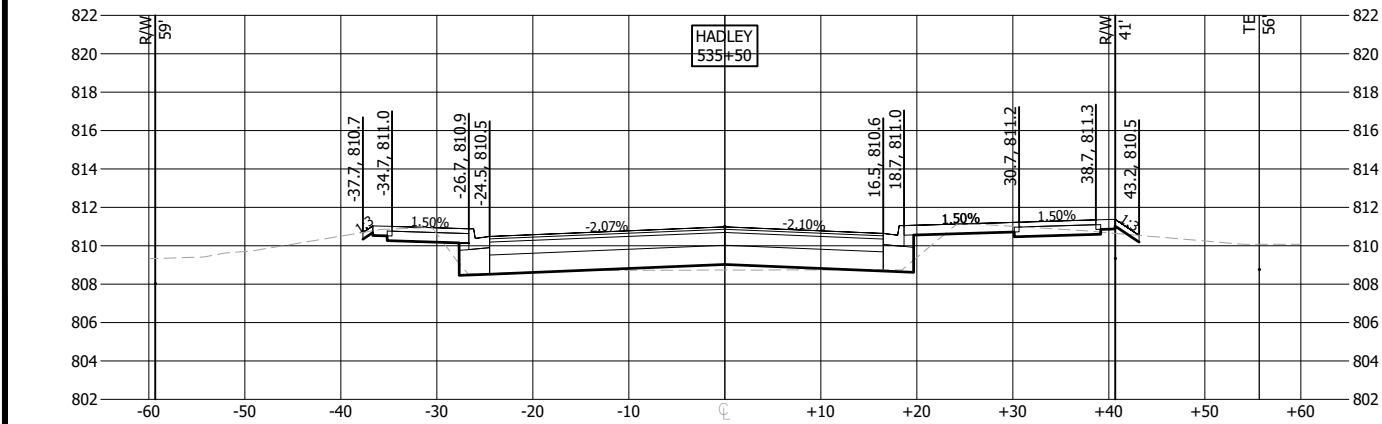
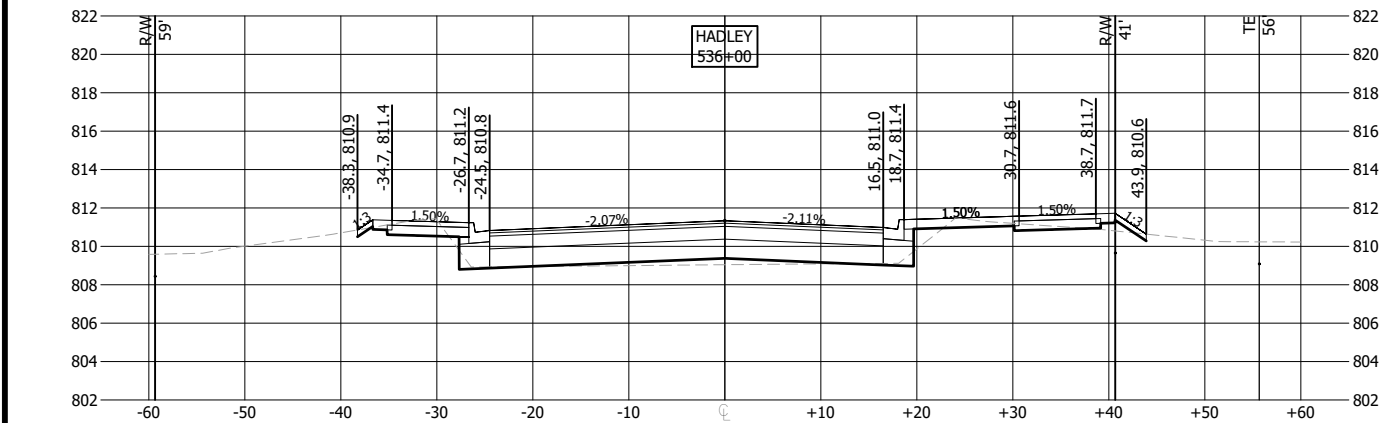
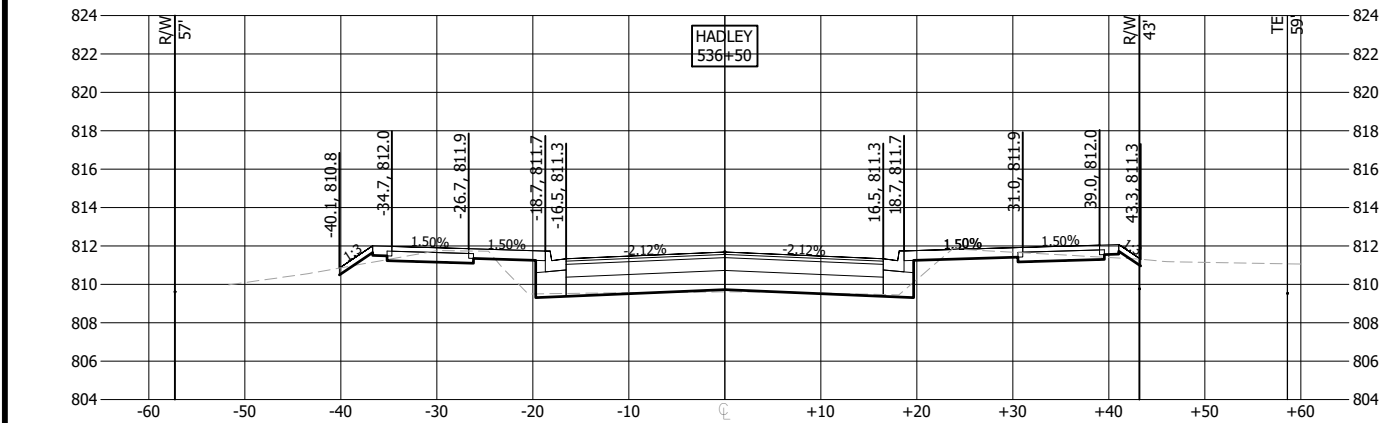
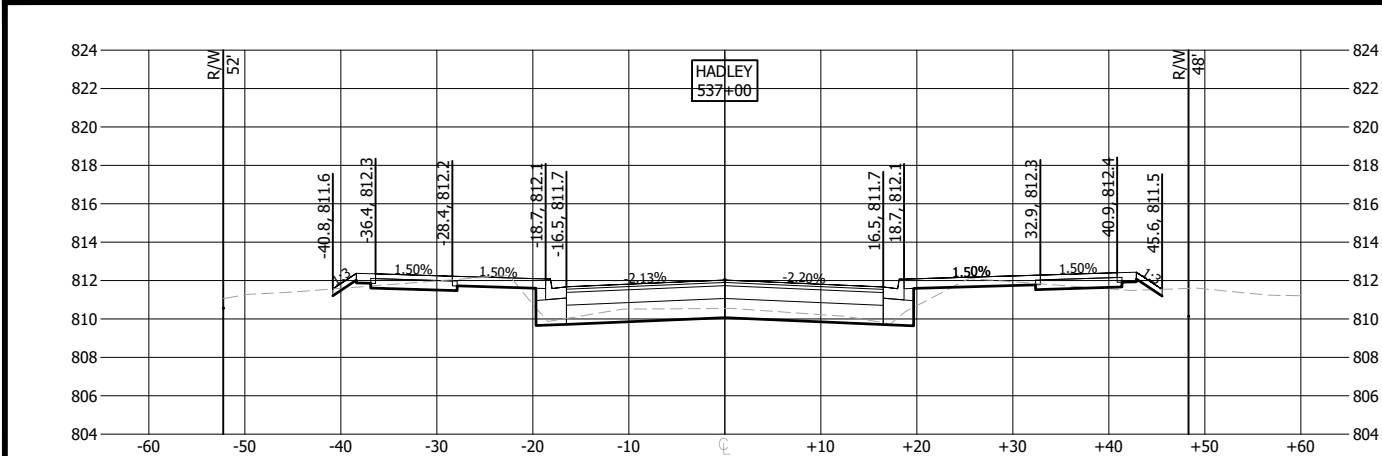


CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



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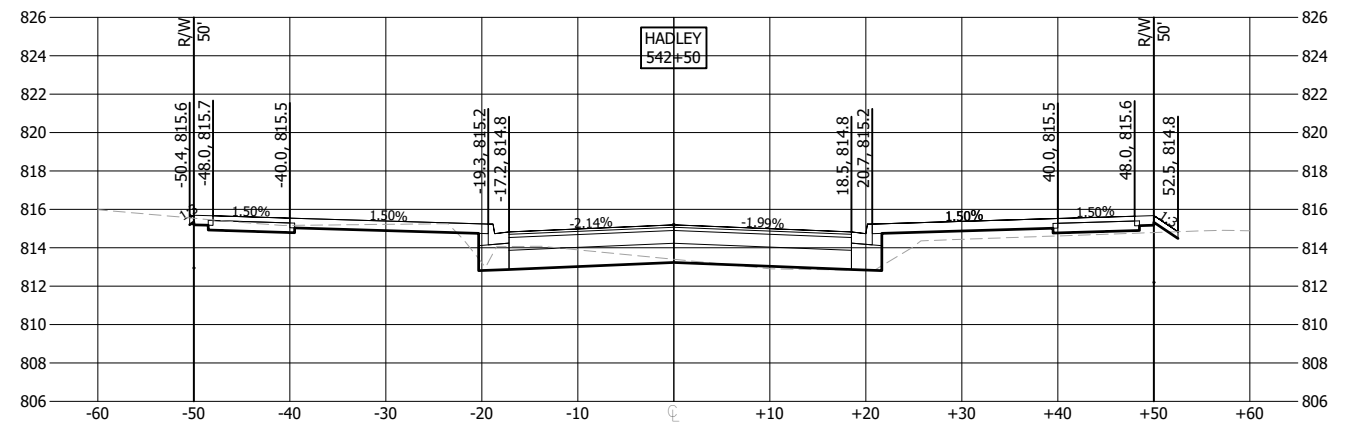
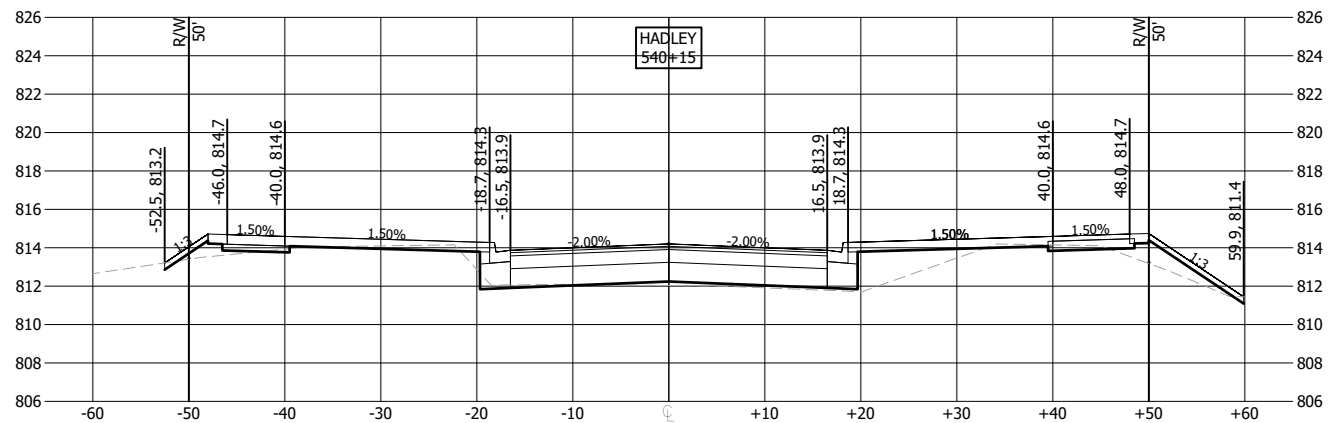
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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

Plot Date: 01/10/2024 - 3:00pm
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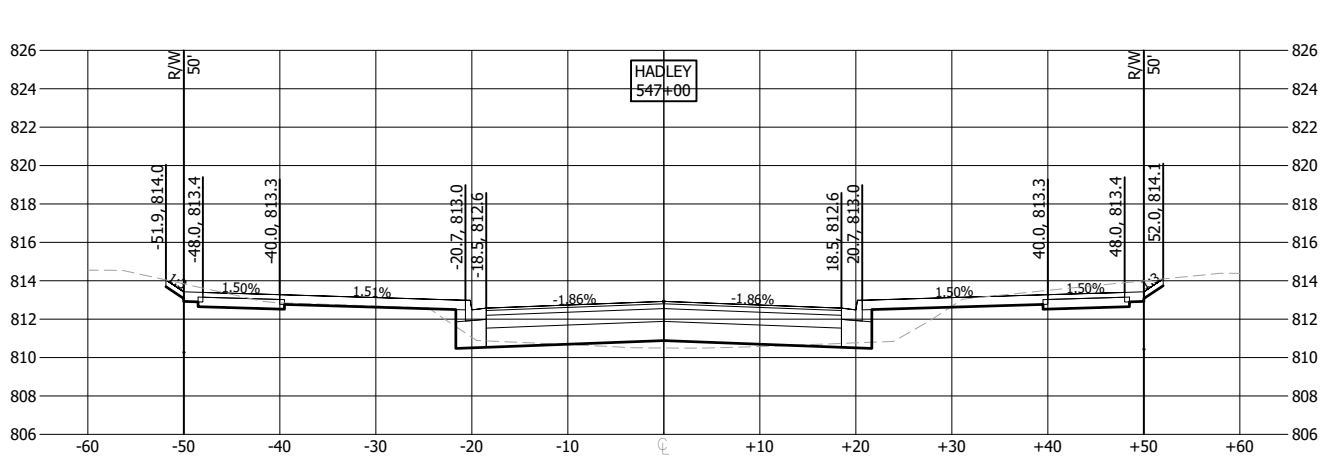
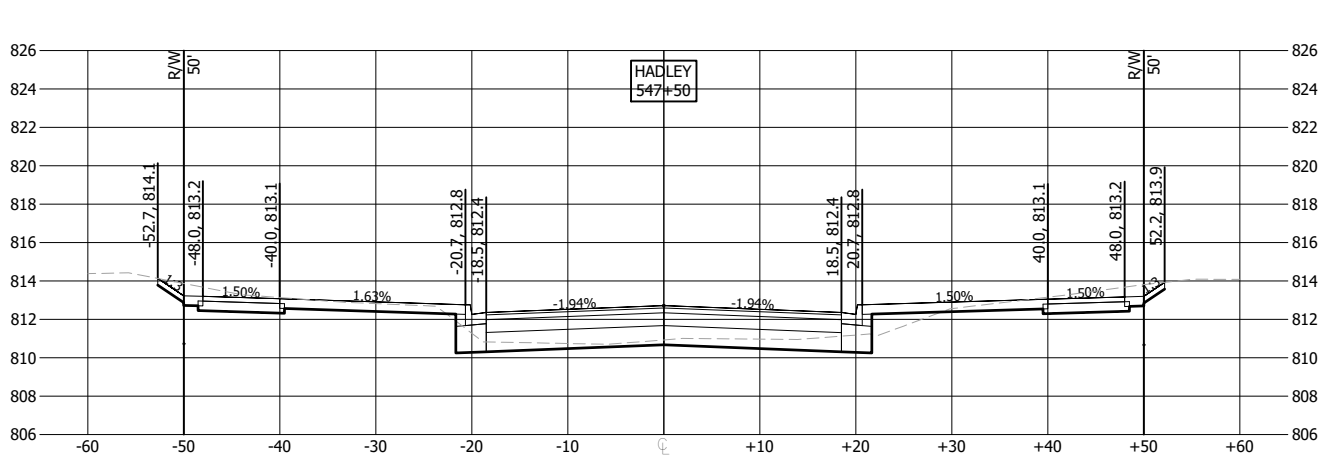
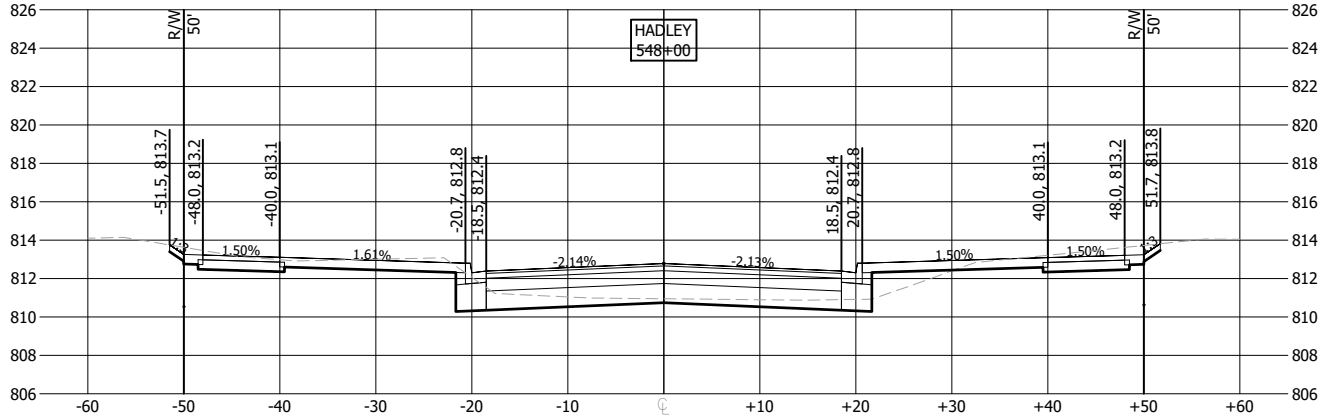
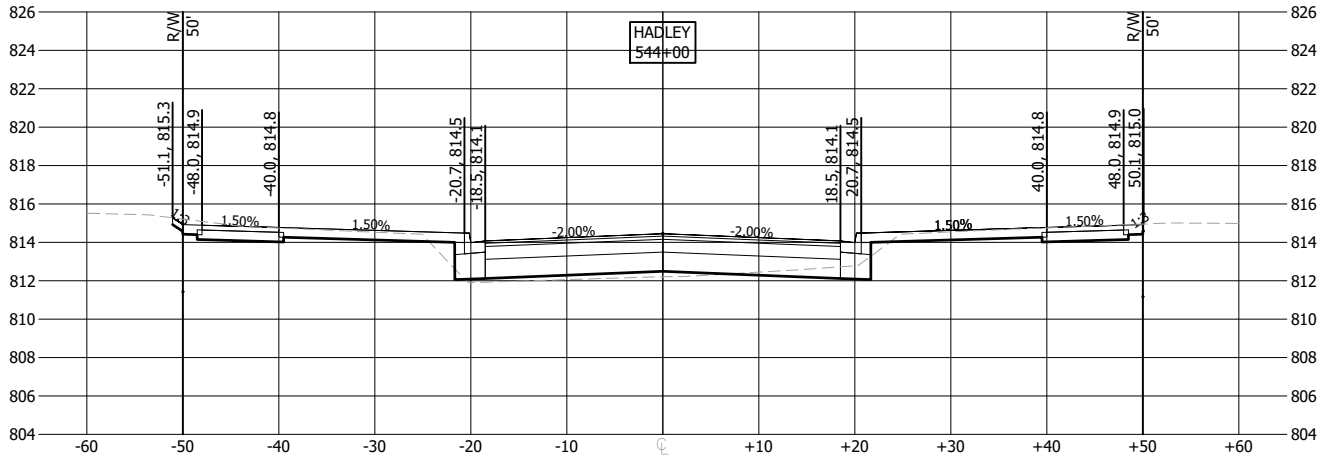
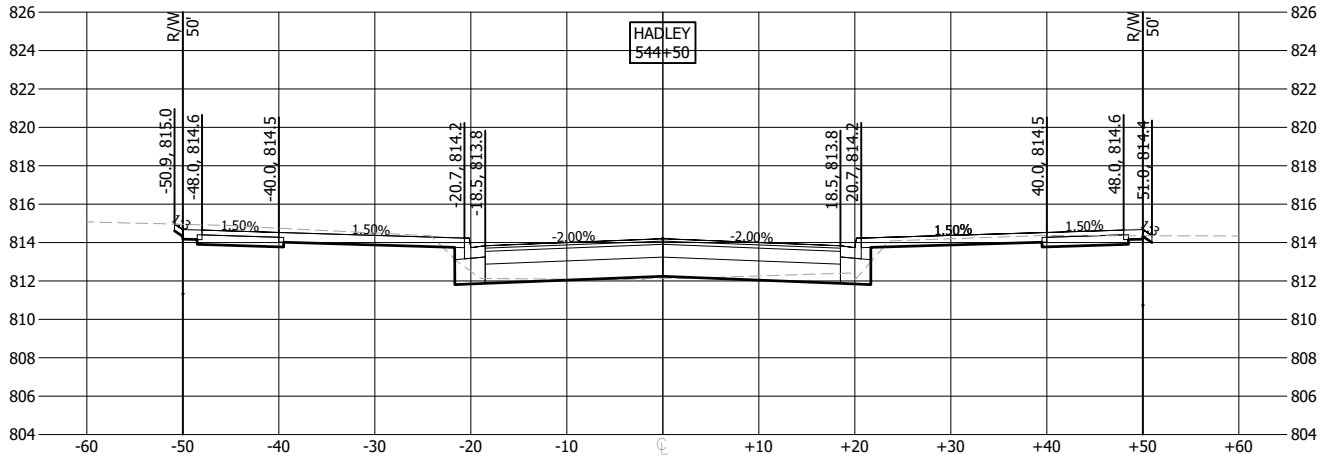
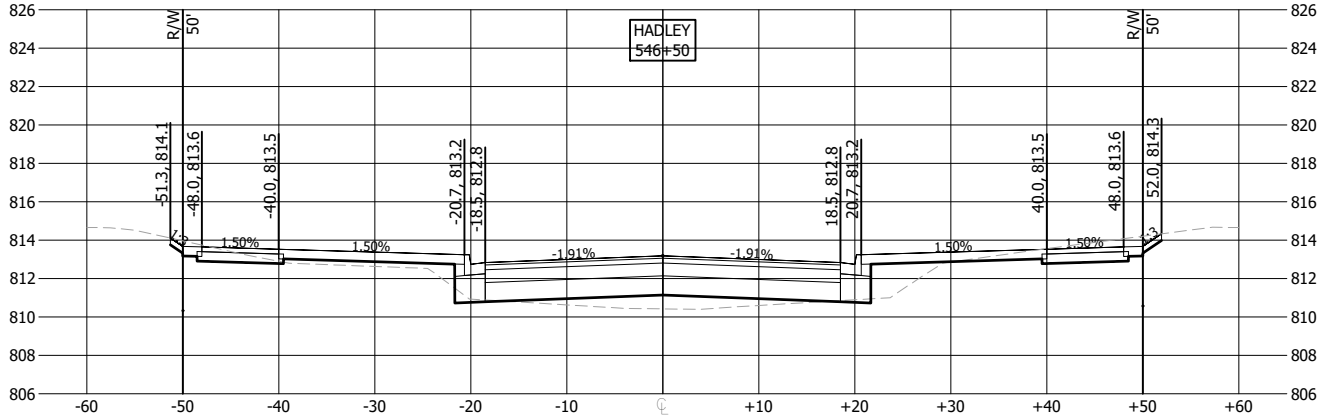


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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



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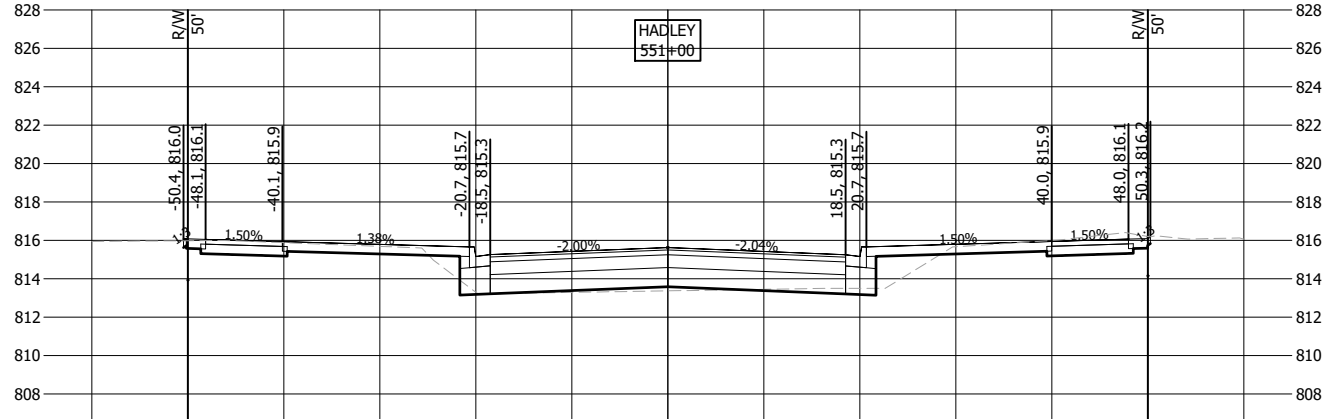
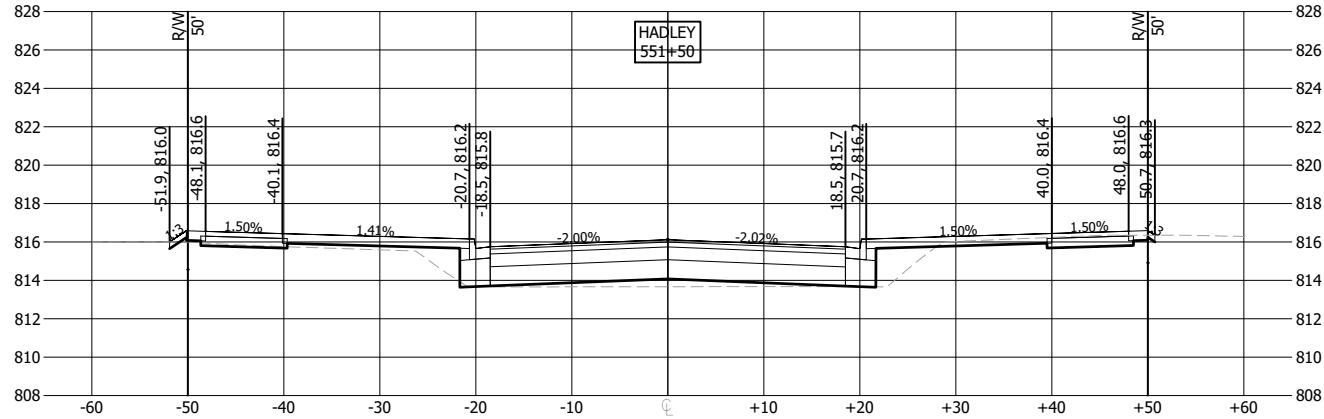
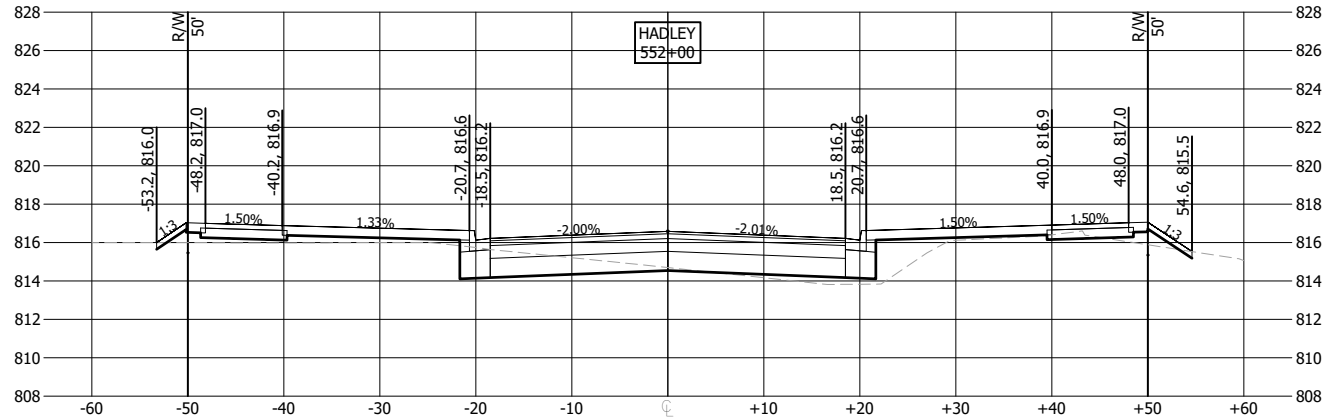
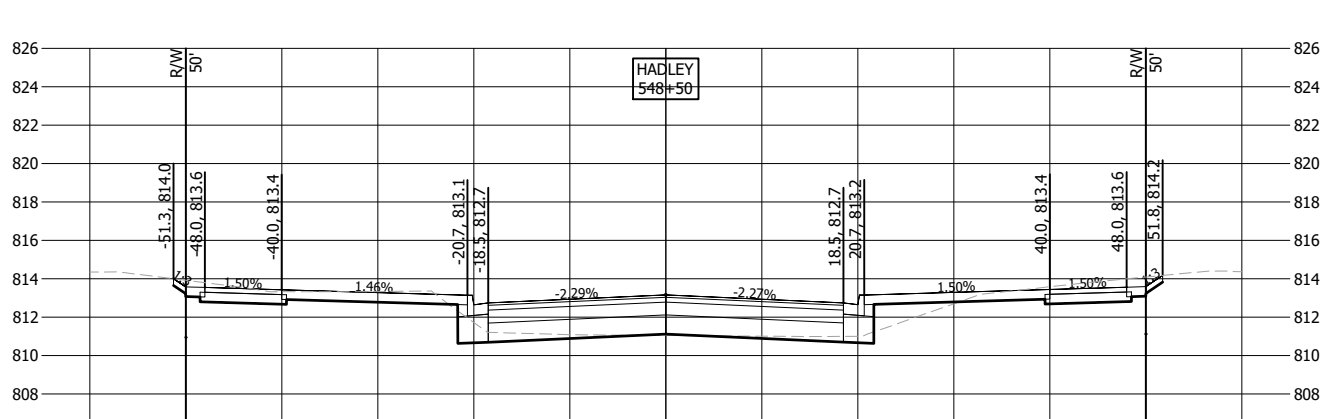
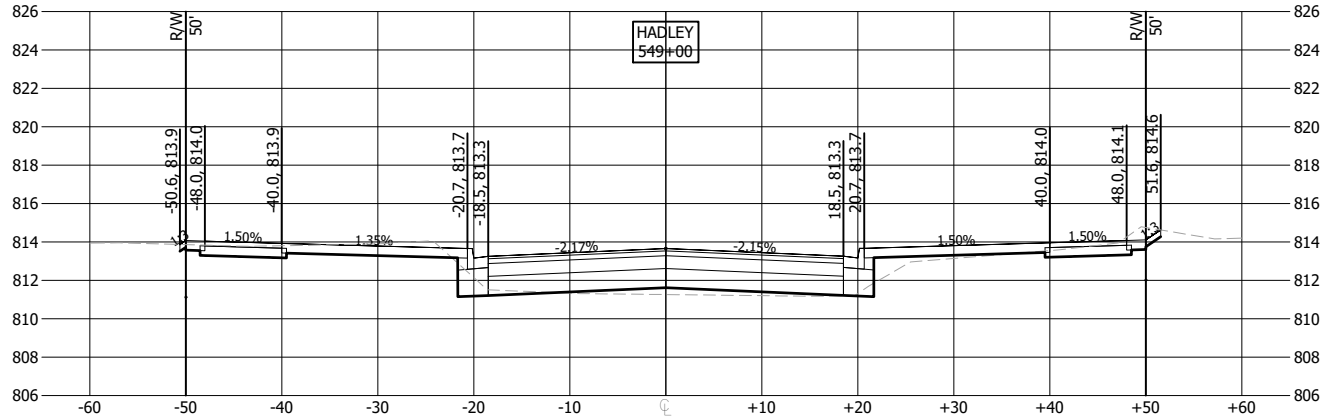
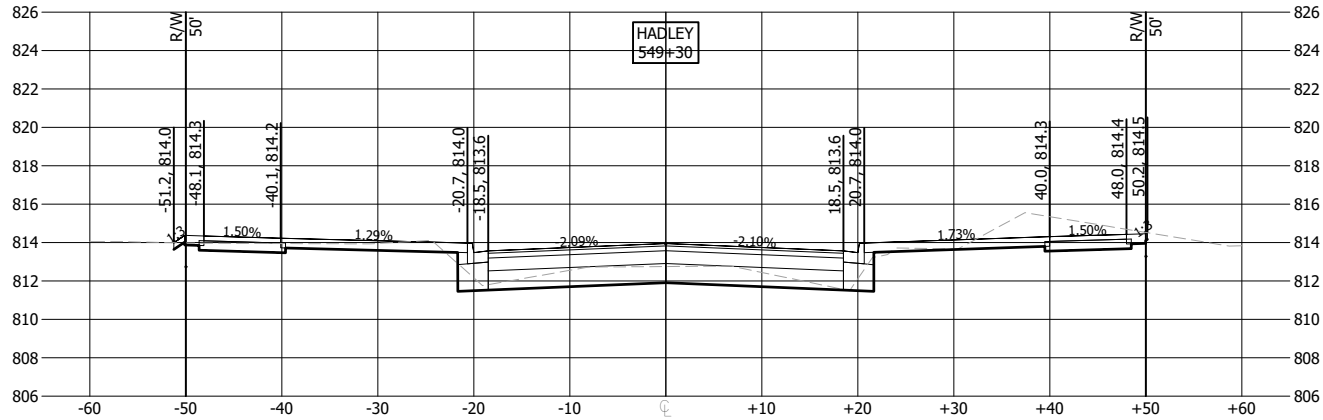
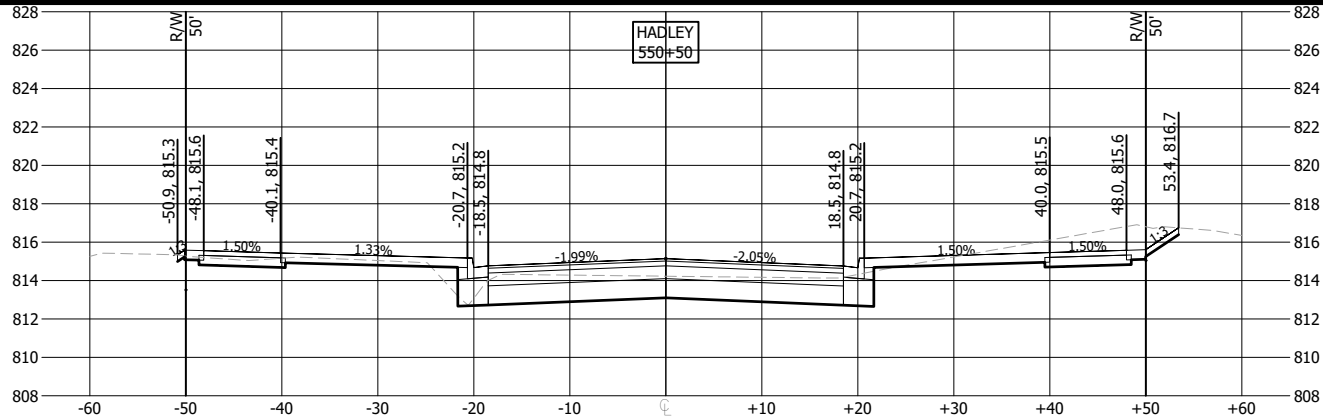
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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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Plot Date: 01/10/2024 - 3:00pm
Project: 193806597
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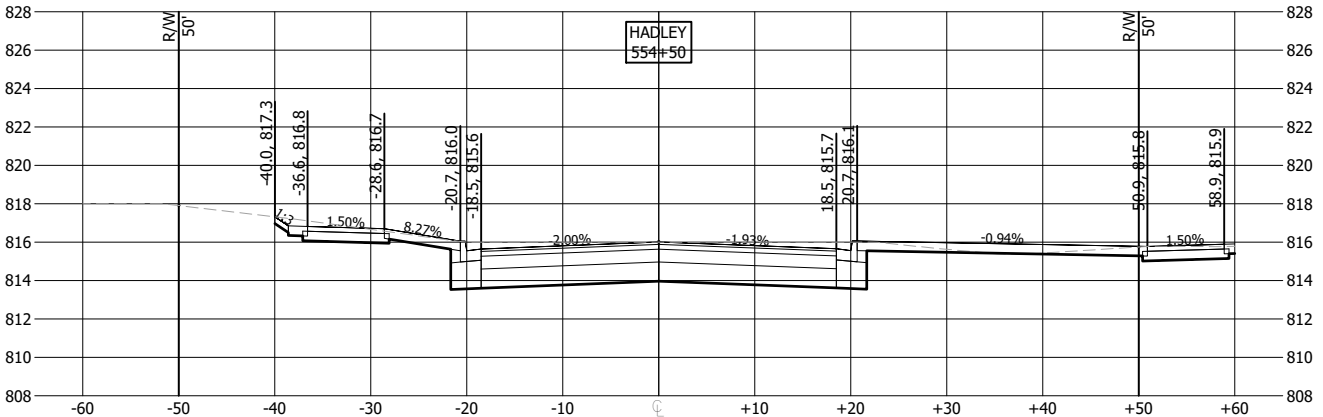
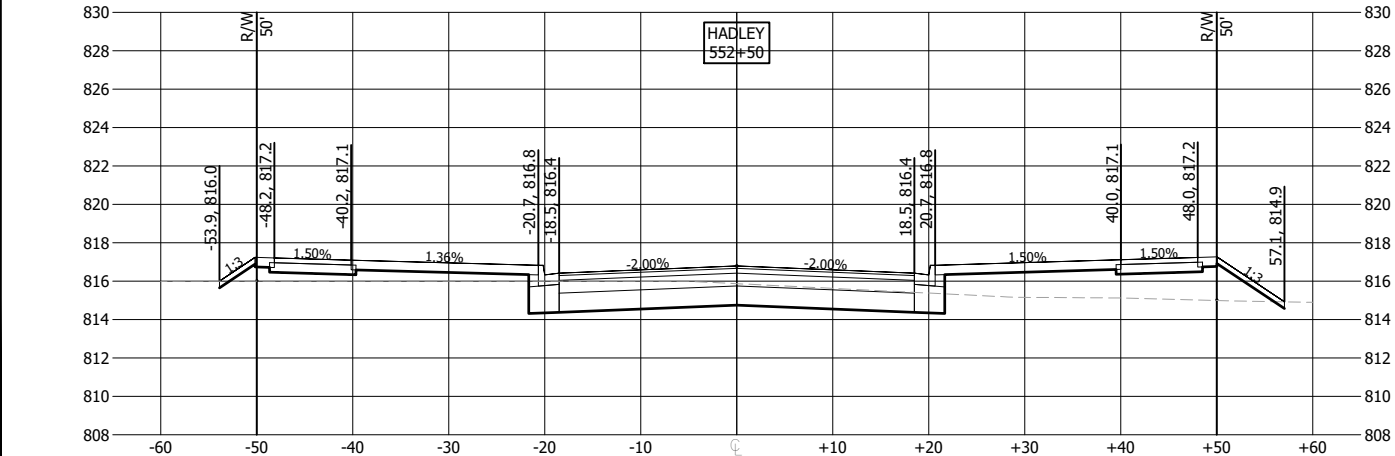
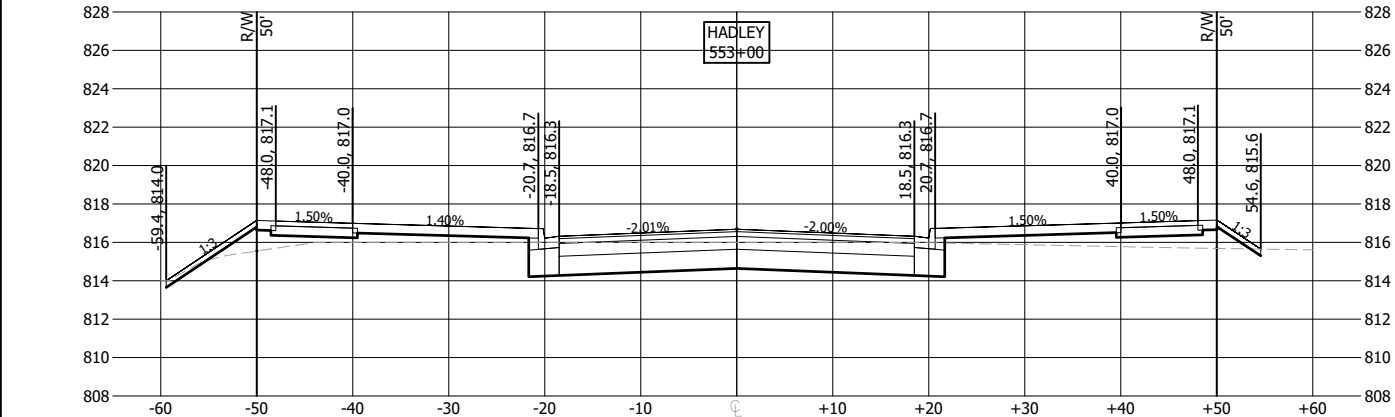
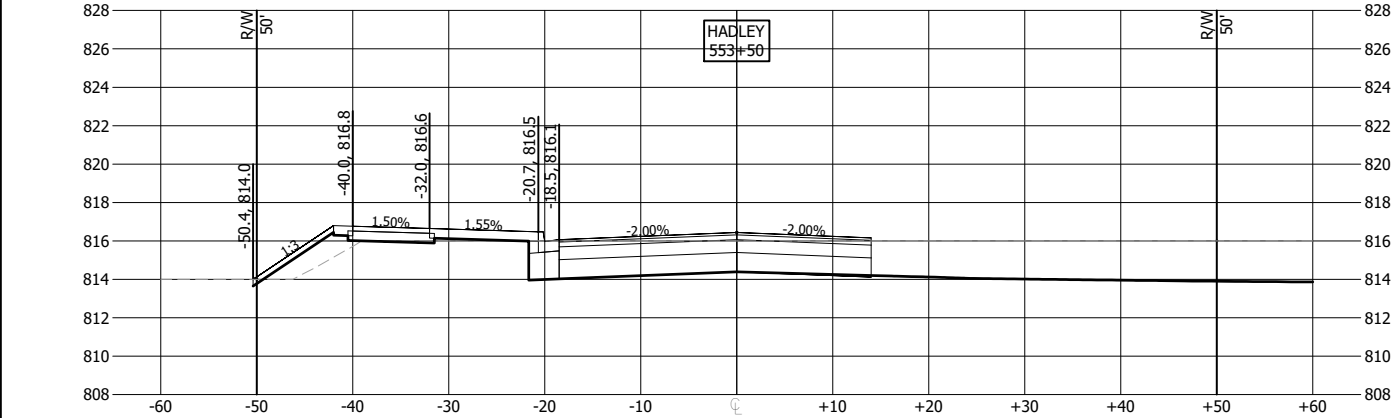
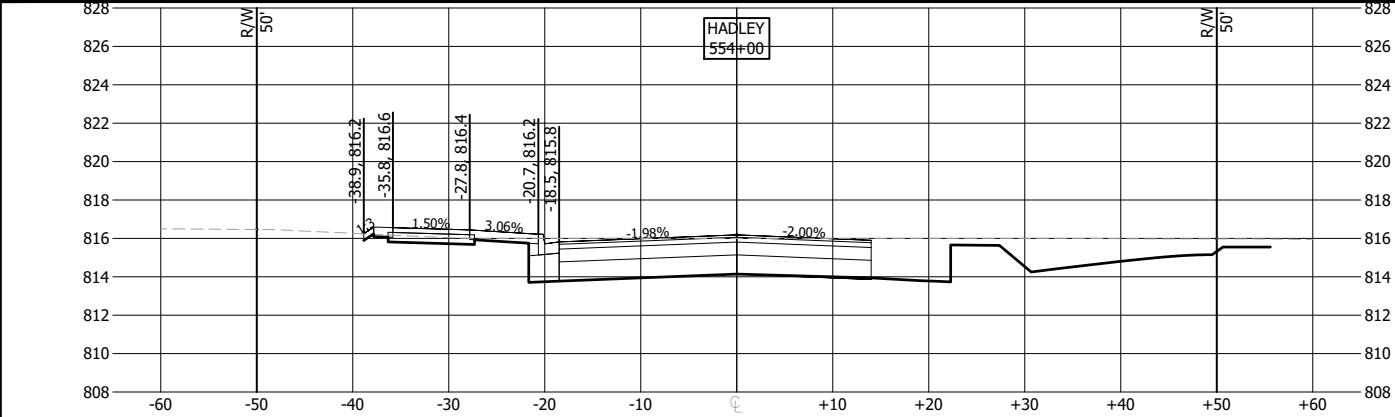
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CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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NO	DATE	APPR	REVISION

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PROJ. NO.	193806597

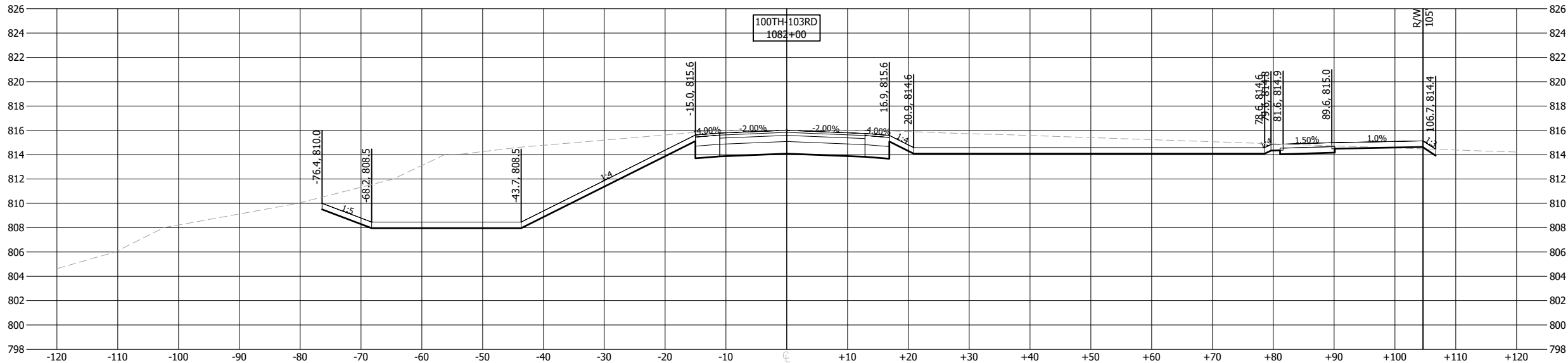
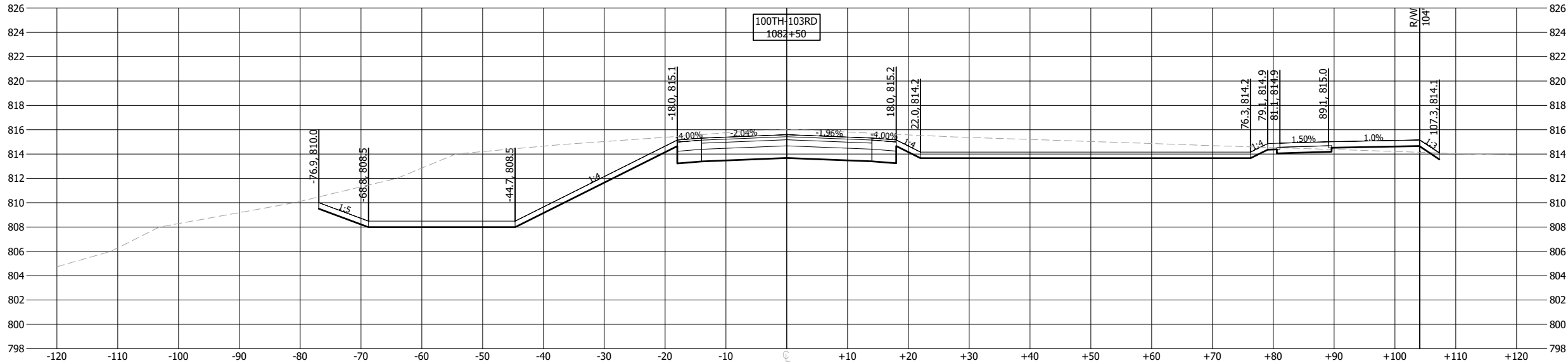


CROSS SECTIONS
HADLEY AVENUE S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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158

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. DIMENSIONS SHALL BE GIVEN IN FEET AND INCHES. ALL DIMENSIONS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



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NO	DATE	APPR	REVISION

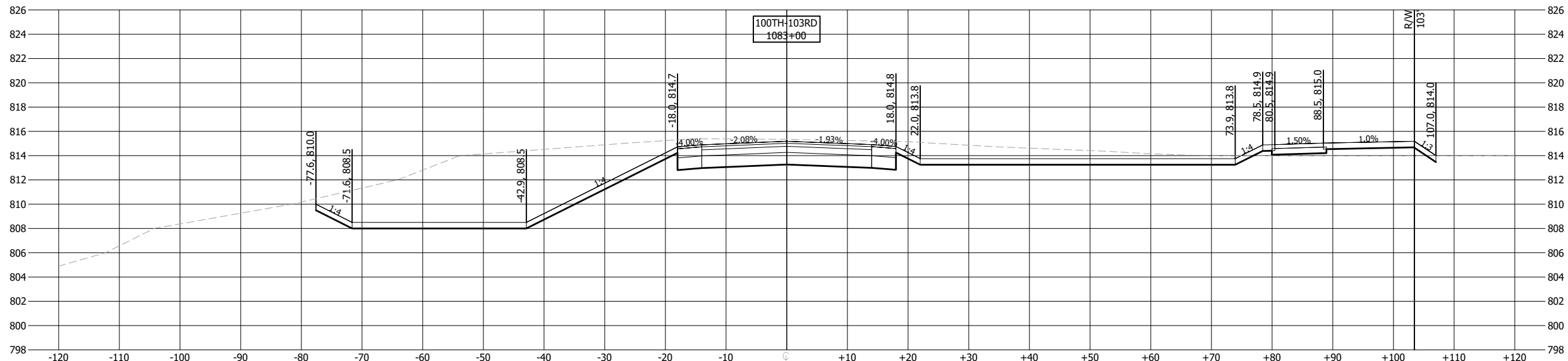
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CROSS SECTIONS
100TH STREET S. / 103RD STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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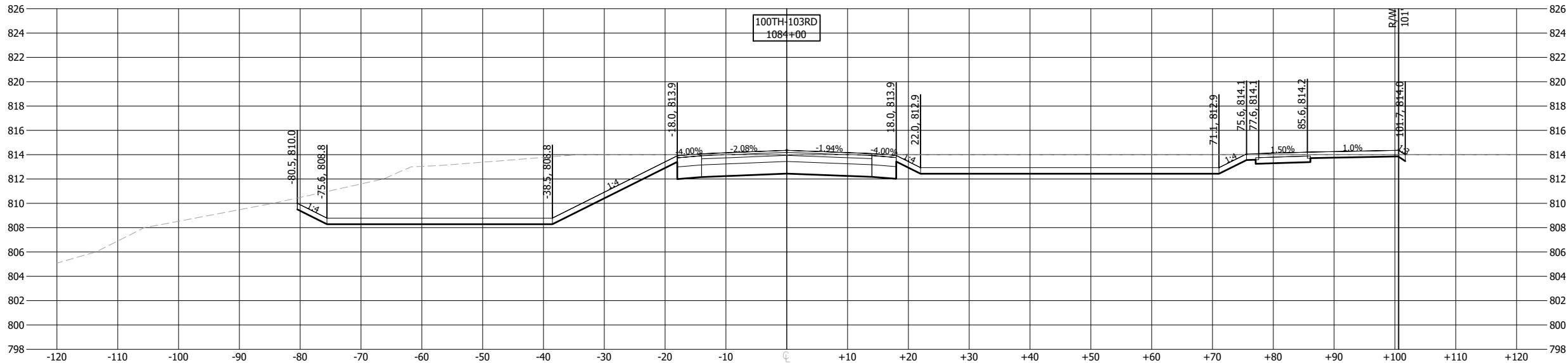
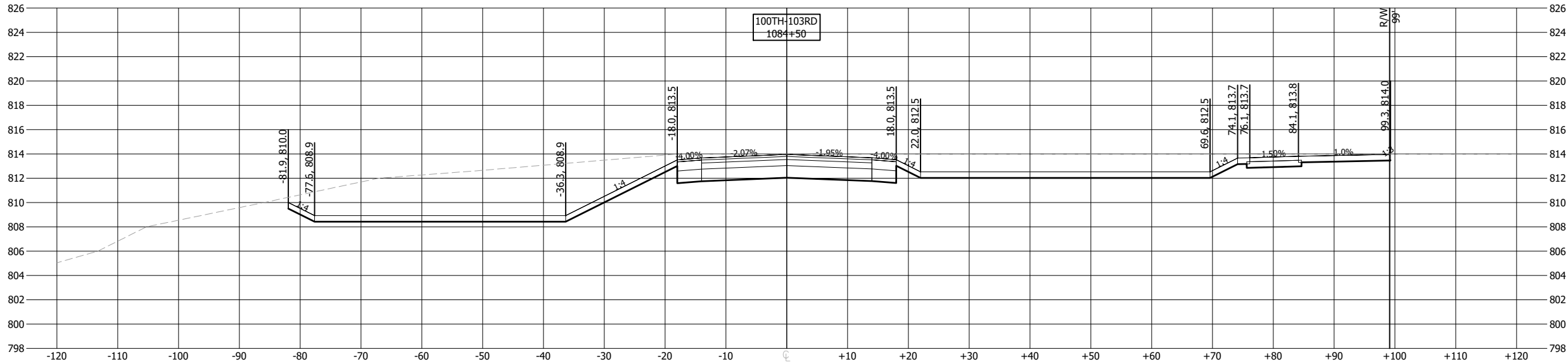


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PROJ. NO.	193806597



COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. DIMENSIONS SHOWN ON THIS DRAWING ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



Plot Date: 01/10/2024 - 3:02pm
Project: 193806597 - CADD
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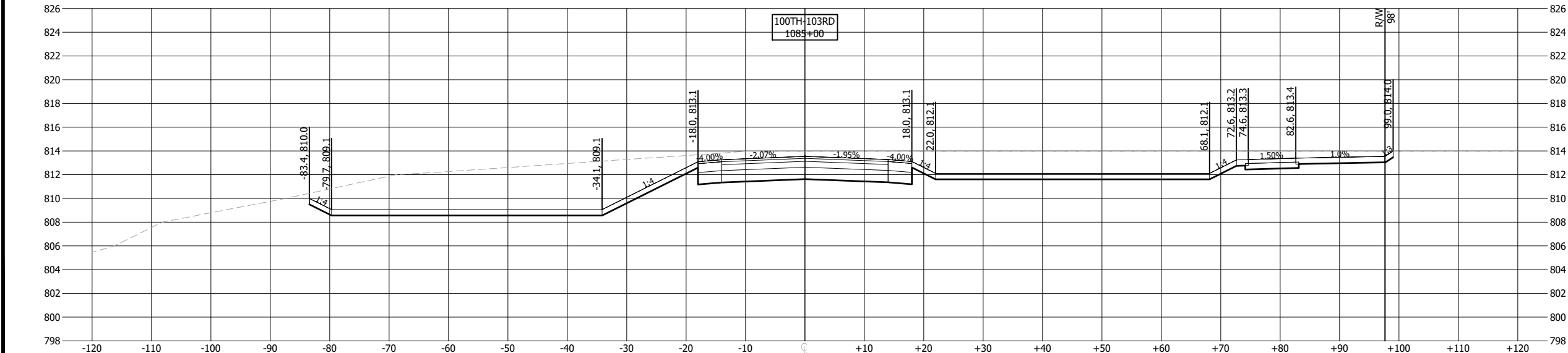
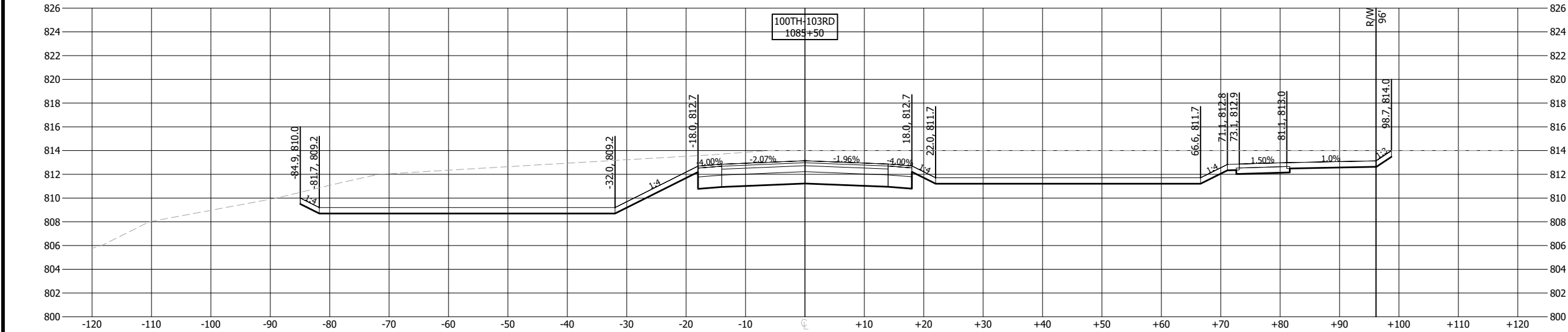
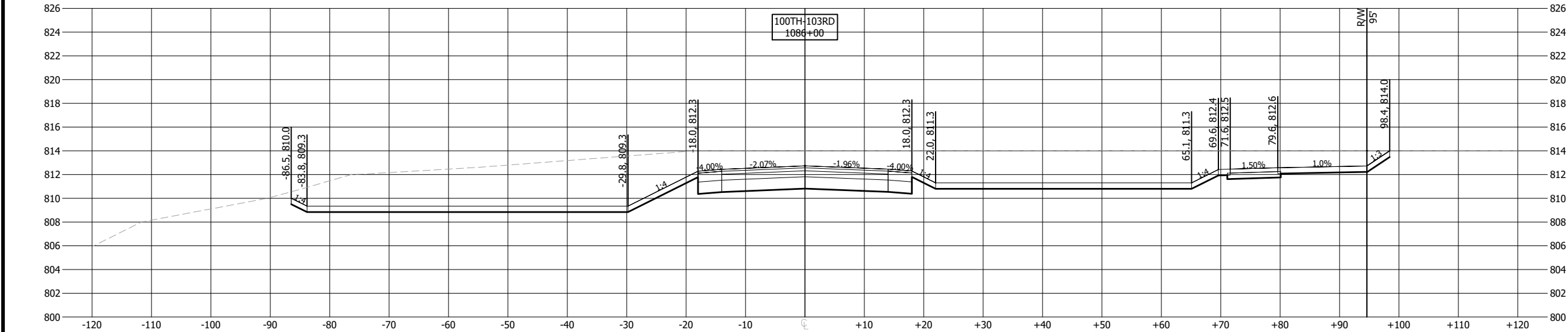


CROSS SECTIONS
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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Plot Date: 01/10/2024 - 3:02pm
Project: 193806597_CAD
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CROSS SECTIONS
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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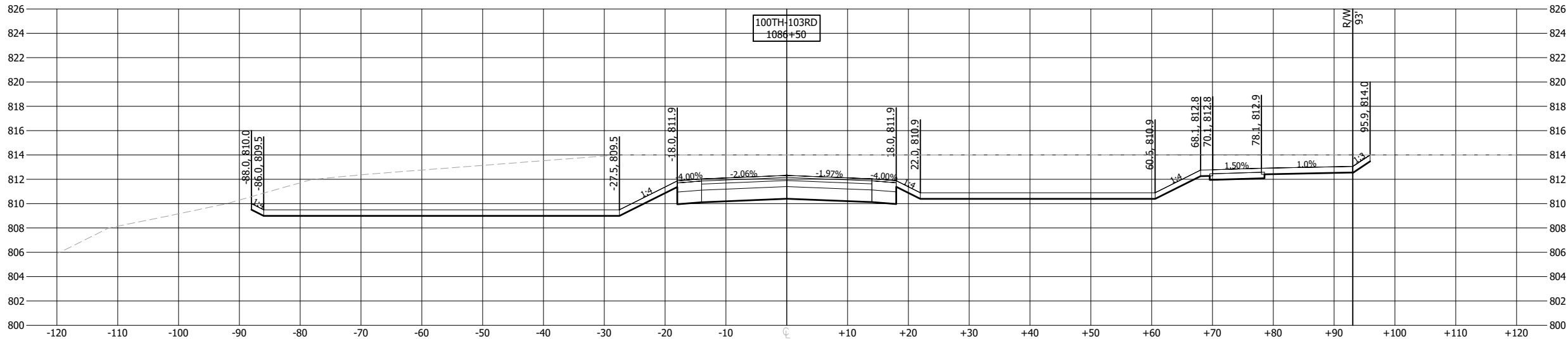
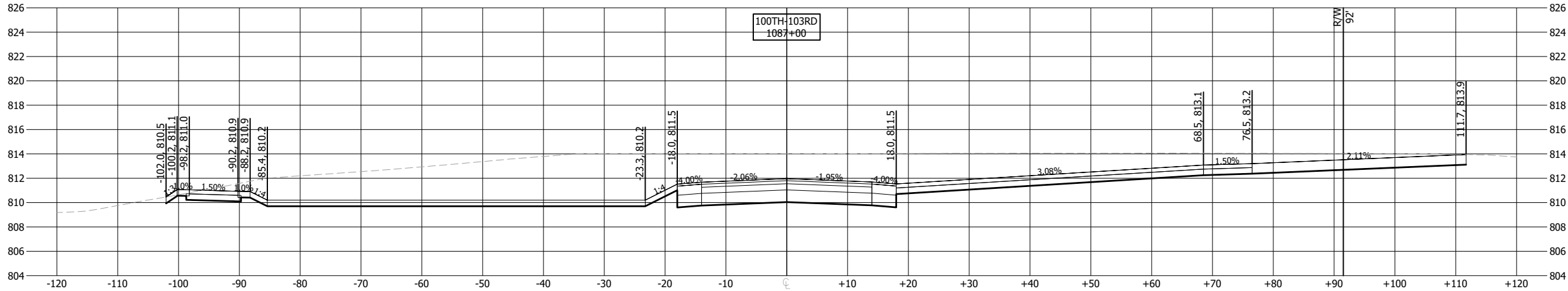
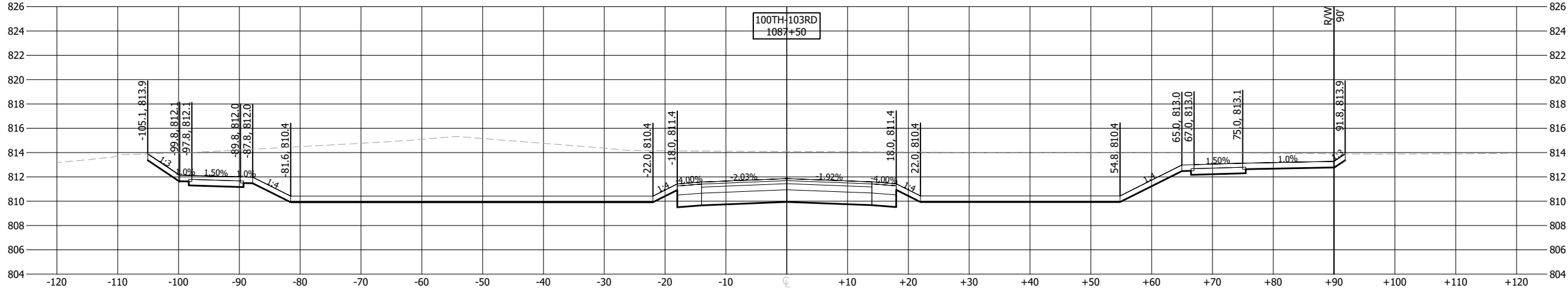
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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.

Plot Date: 01/10/2024 - 3:02pm
Project: 193806597 / CADD Dwg: PlanSheetA / 193806597_C702.dwg
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CROSS SECTIONS
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

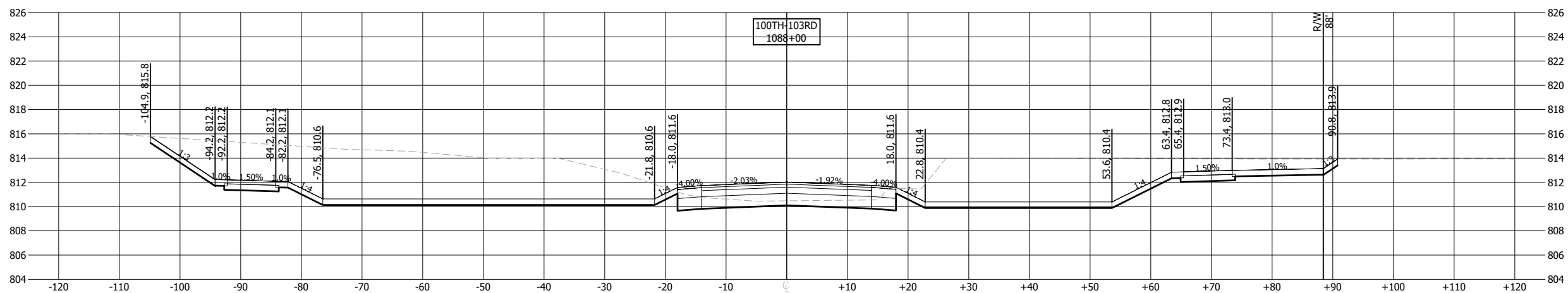
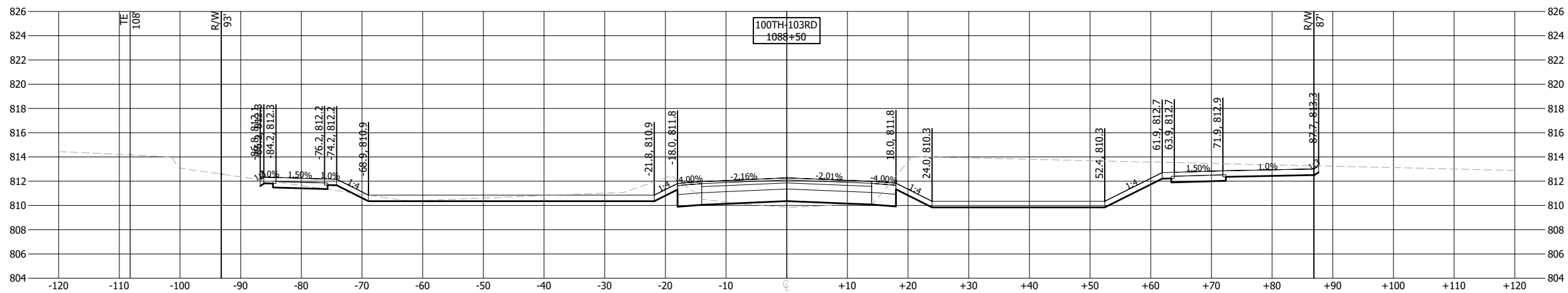
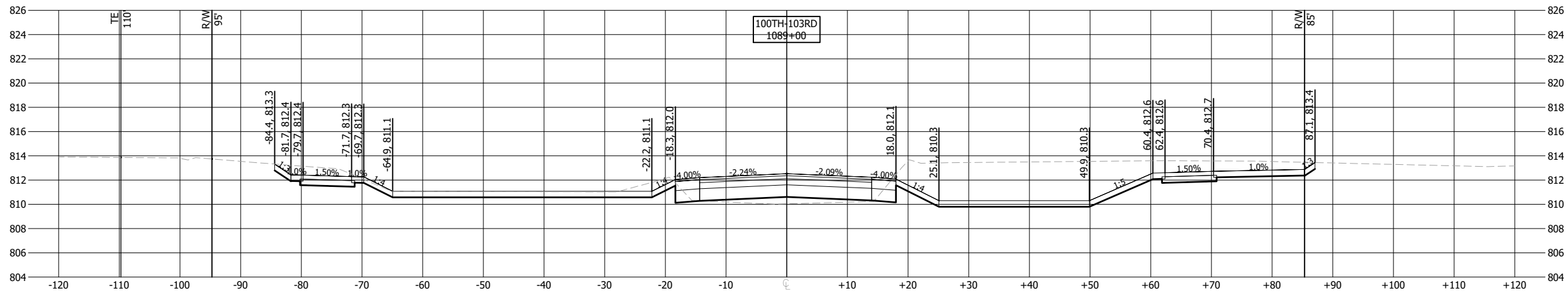
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CROSS SECTIONS
100TH STREET S. / 103RD STREET S.

COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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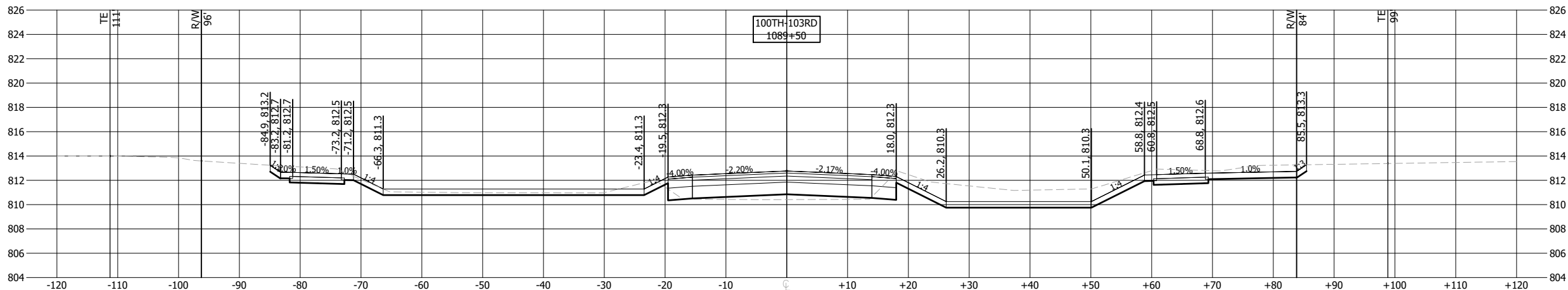
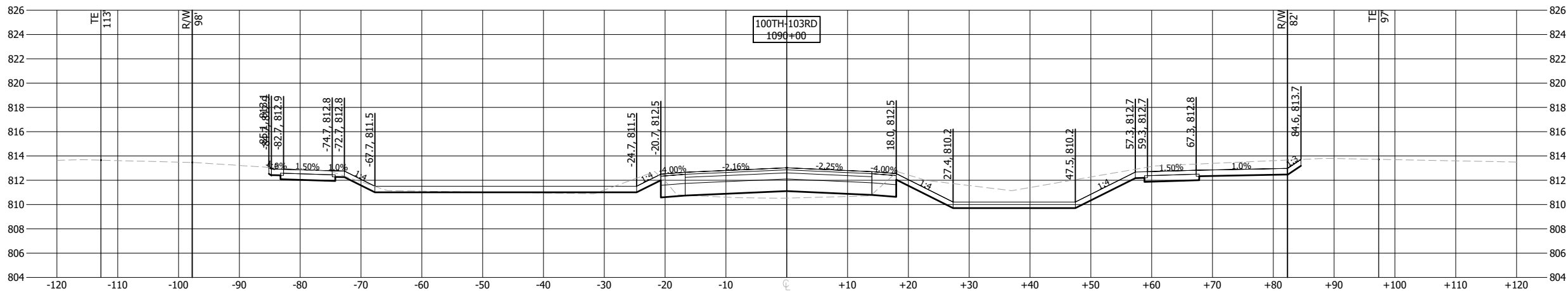
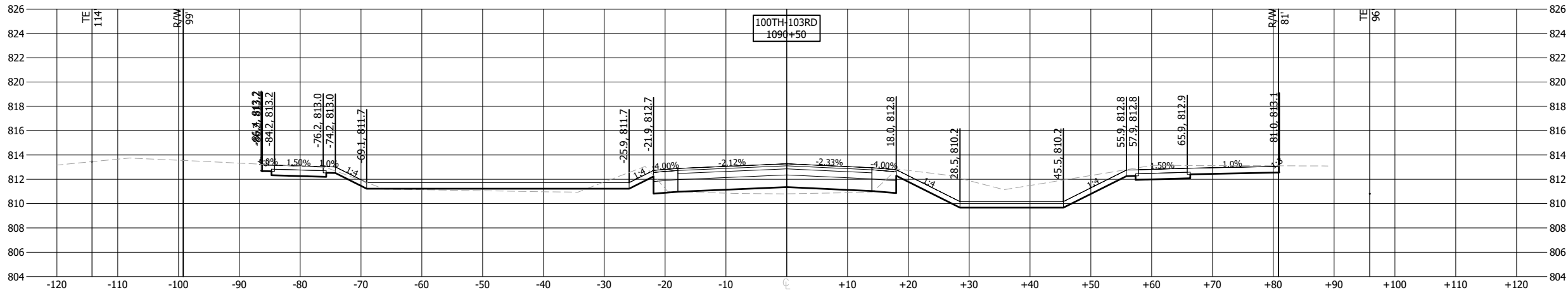
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Plot Date: 01/10/2024 - 3:03pm
Project: 193806597 - CADD Dwg
Xref: 193806597 - 100RD



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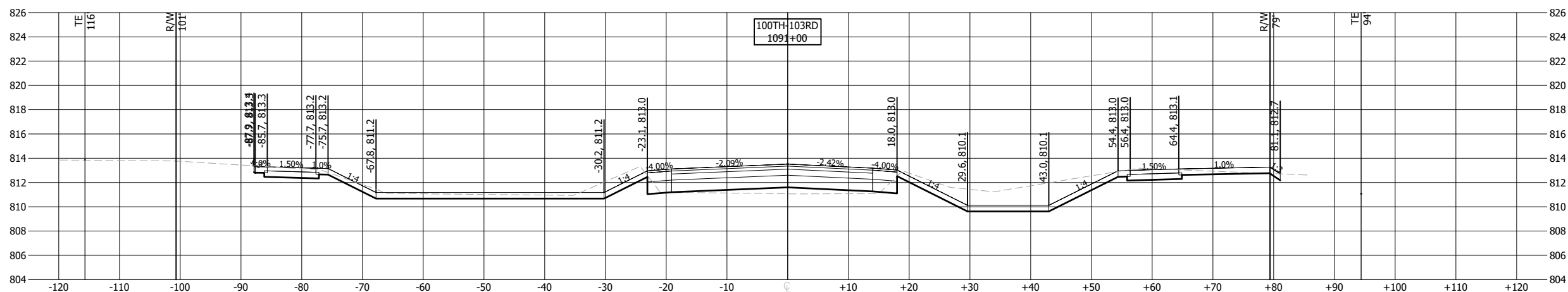
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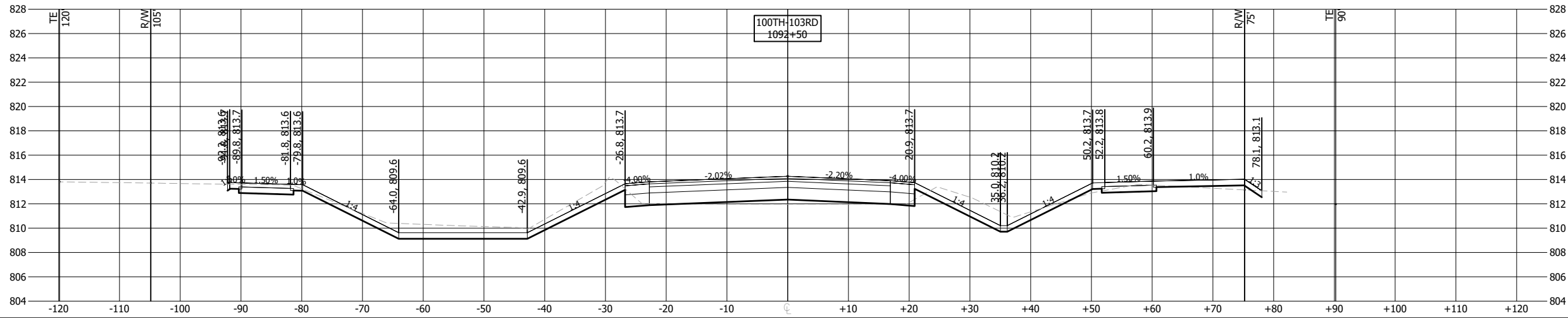
COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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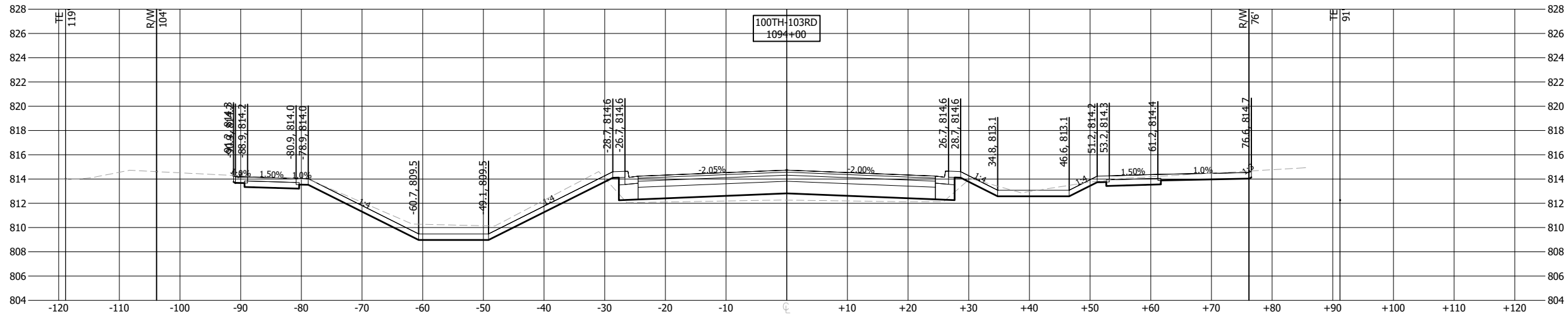


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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

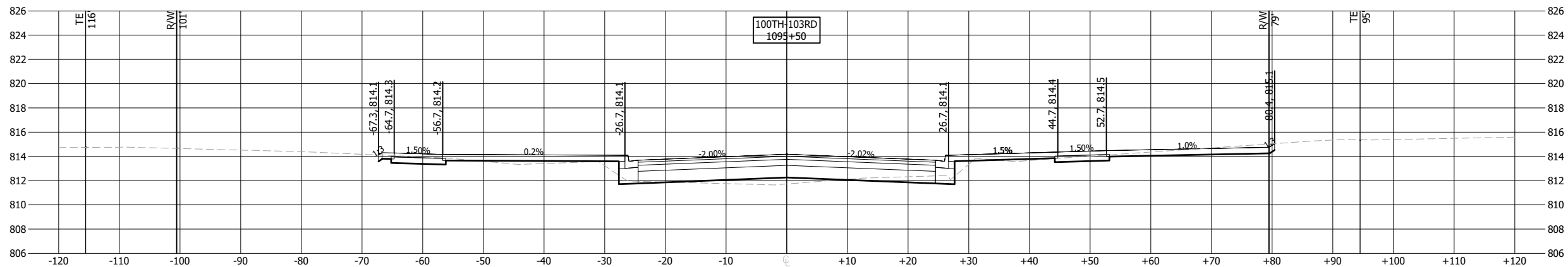
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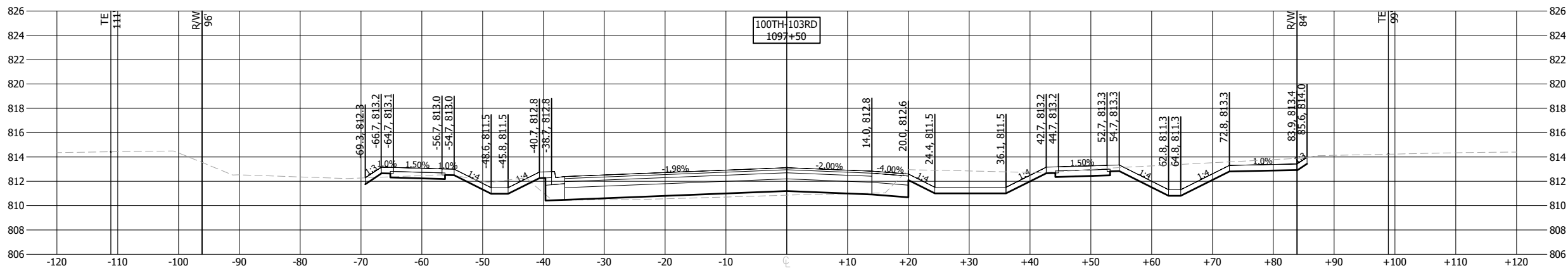
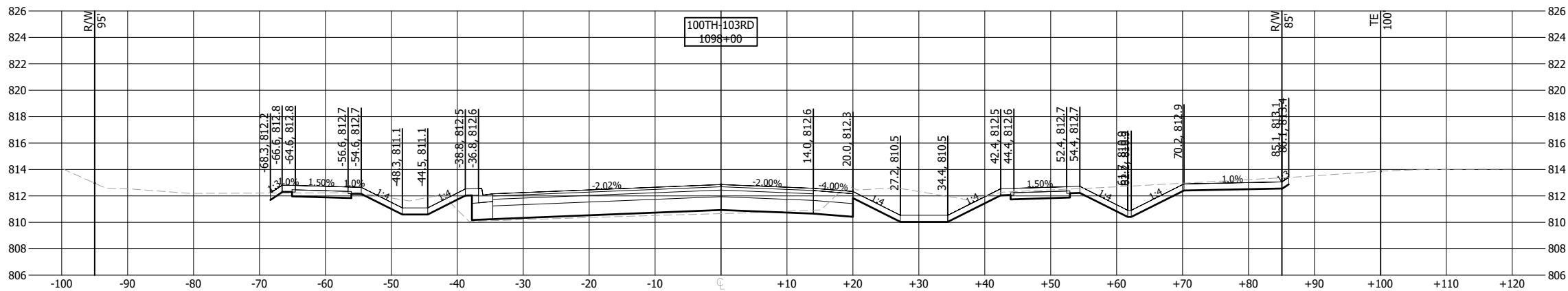
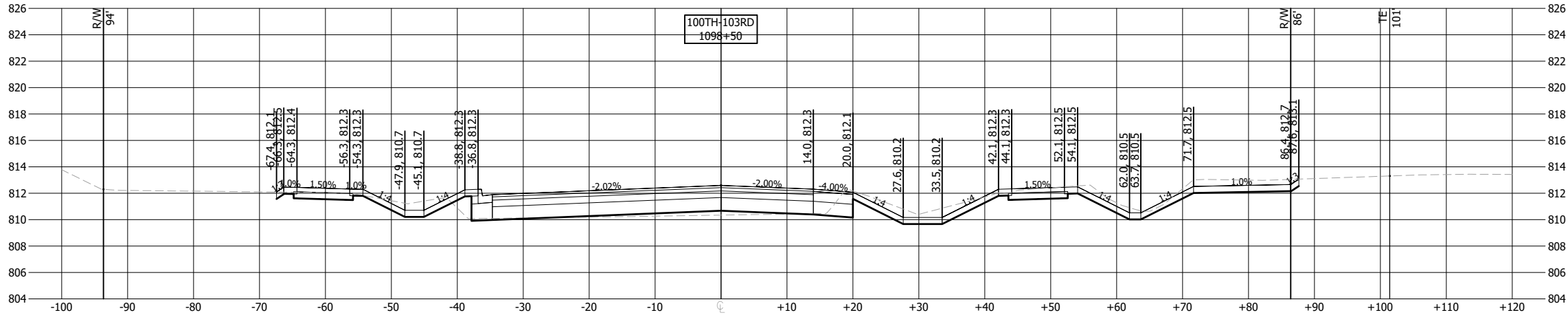
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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING.



Plot Date: 01/10/2024 - 3:03pm
Project: 193806597
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CROSS SECTIONS
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

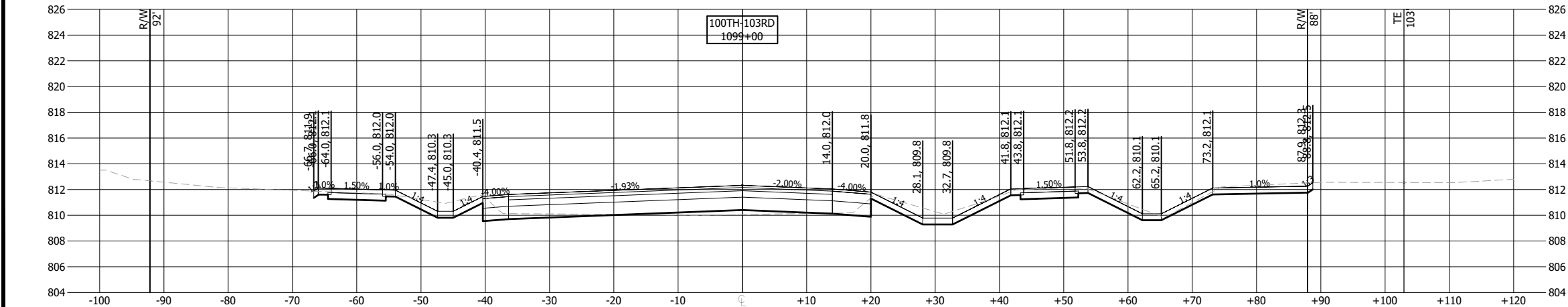
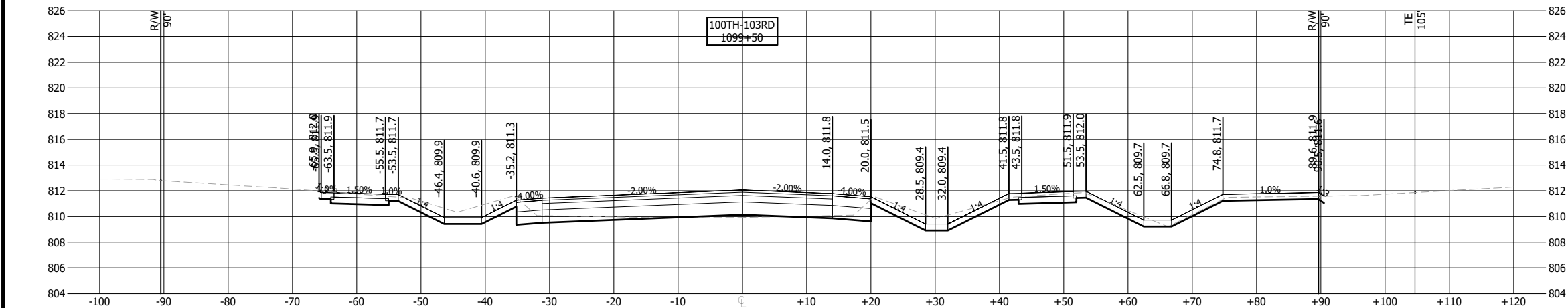
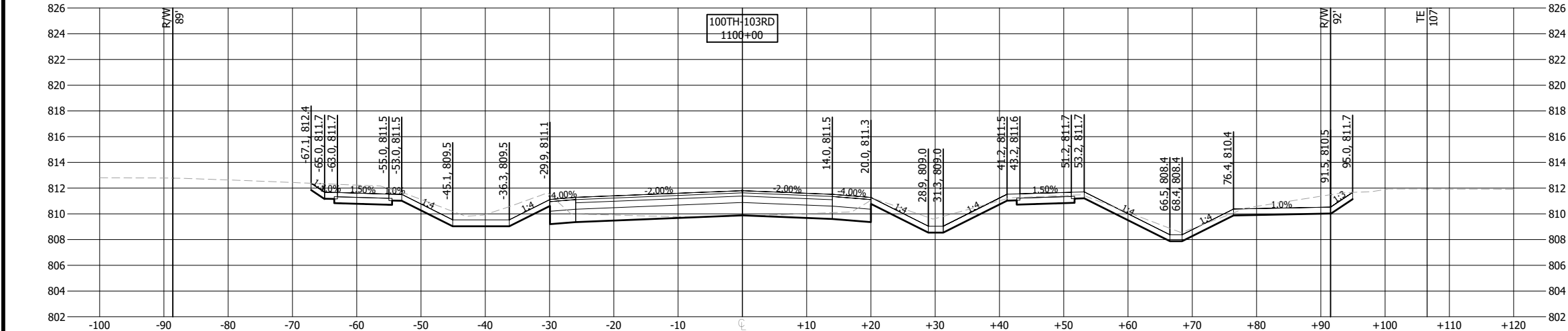
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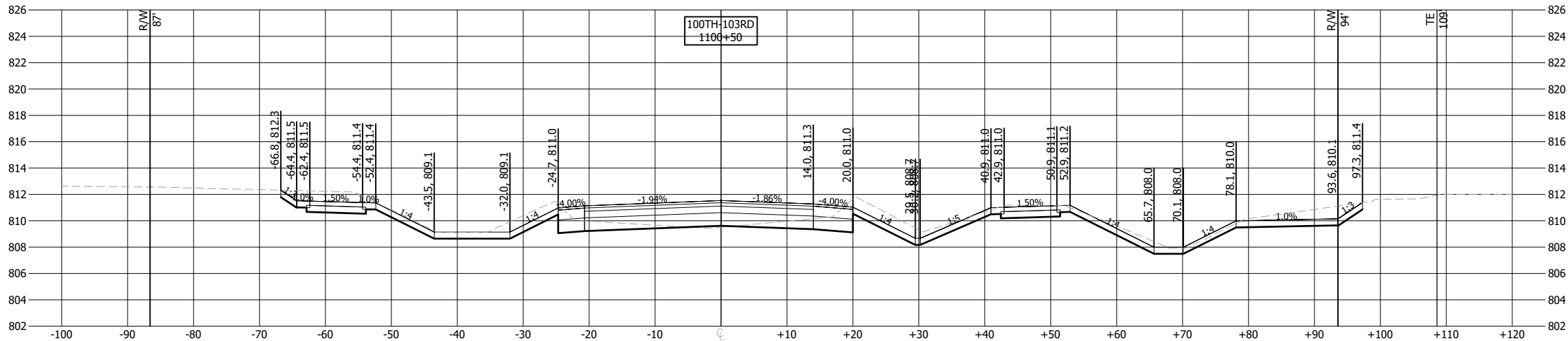
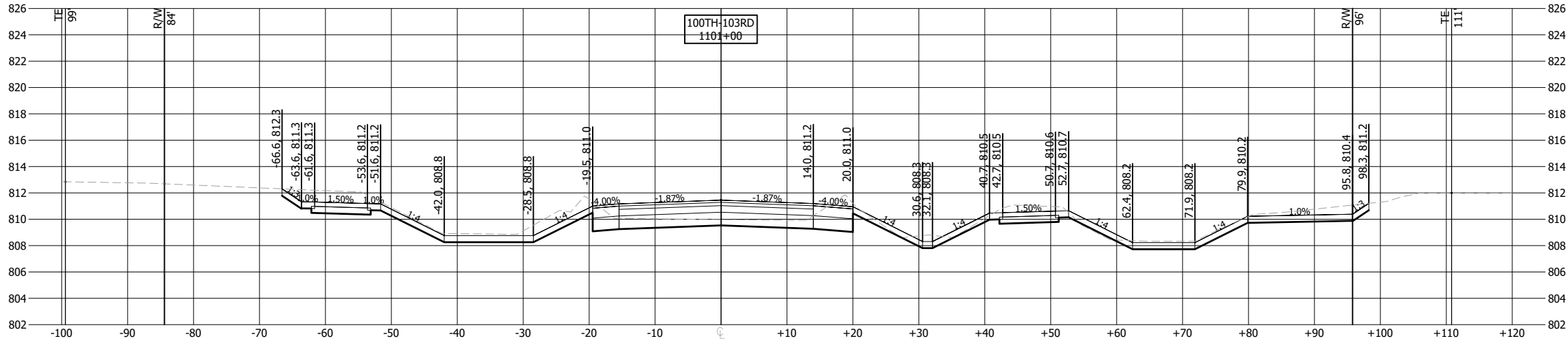
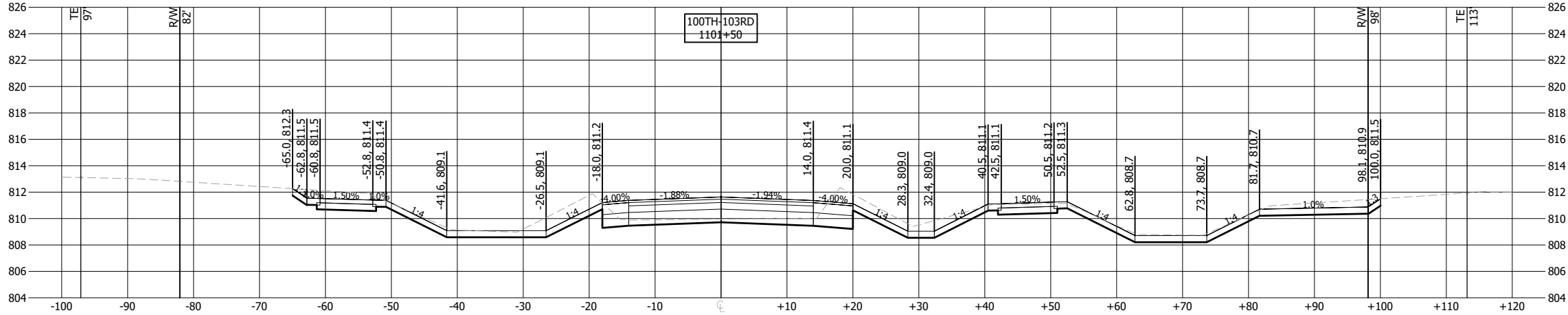


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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

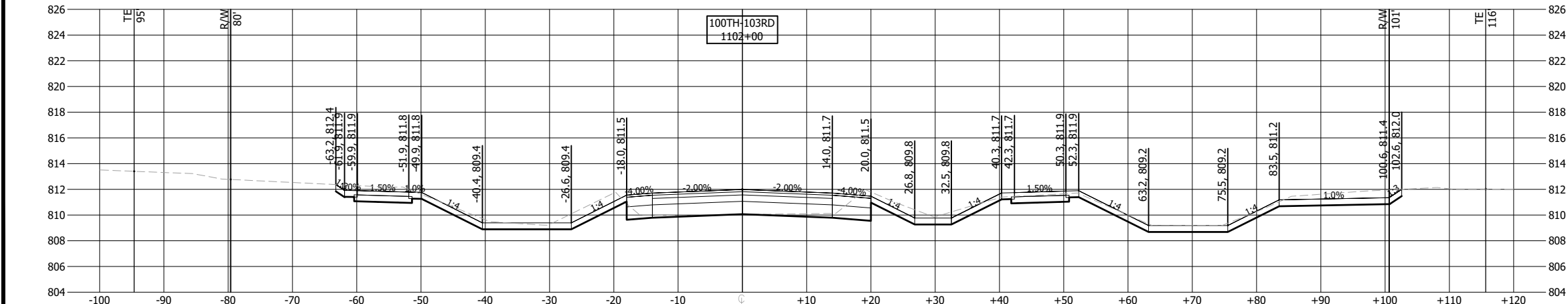
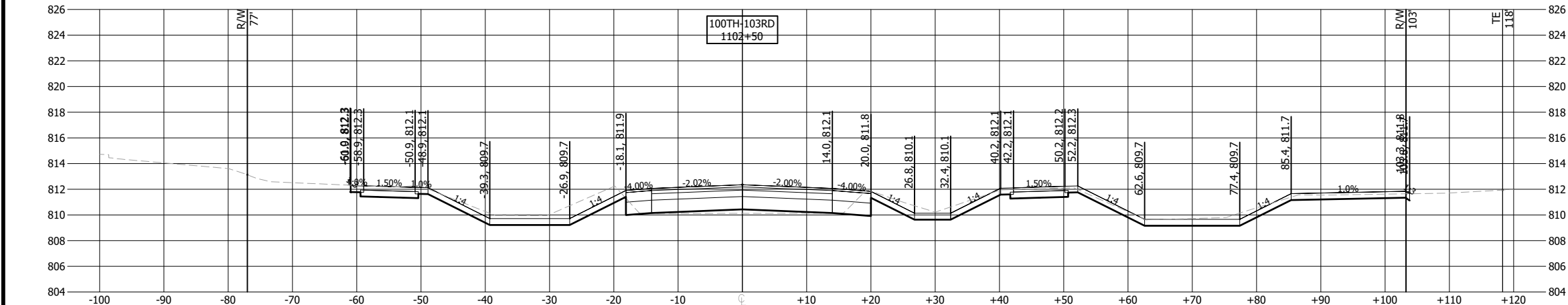
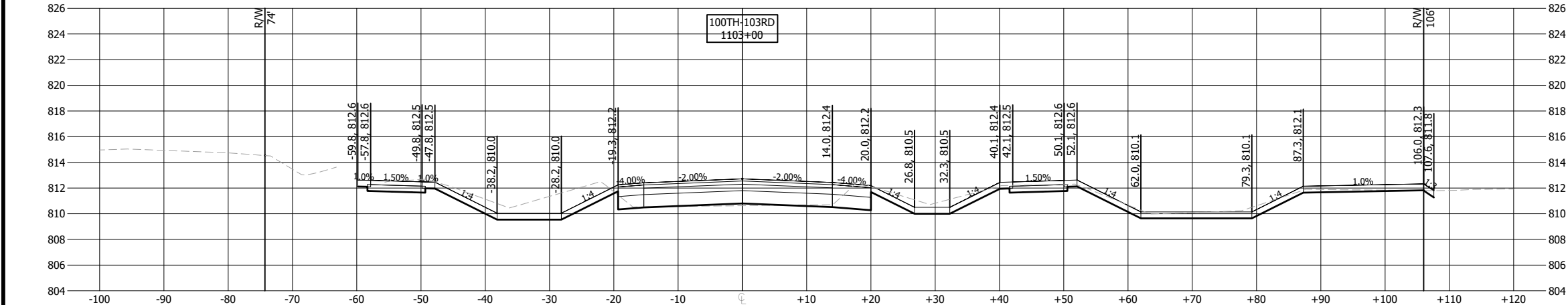
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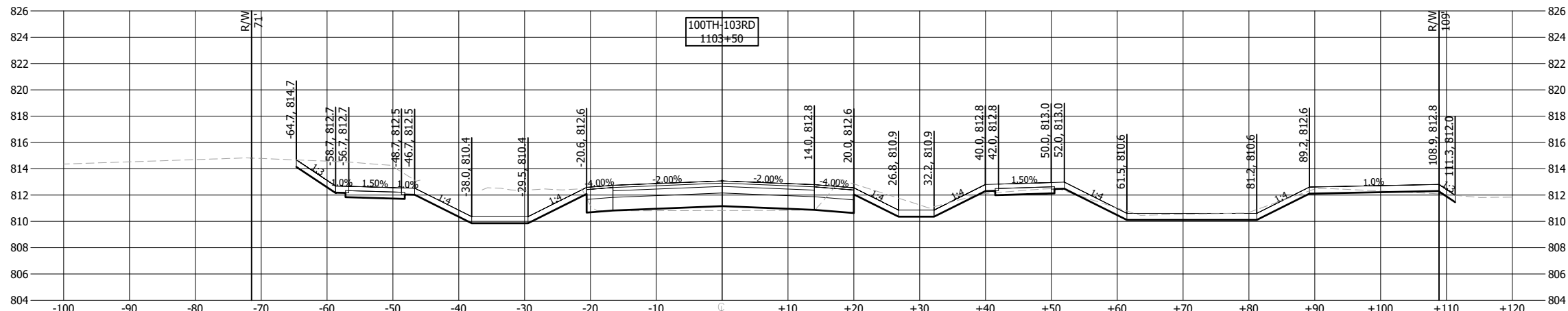


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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

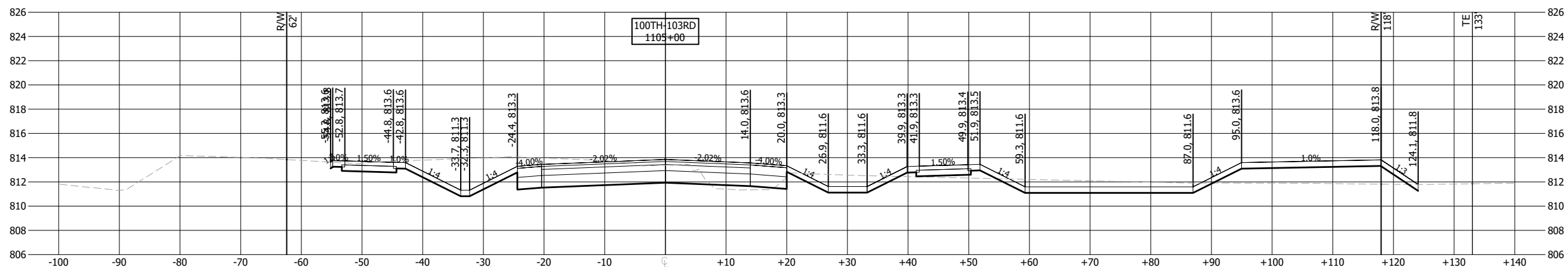
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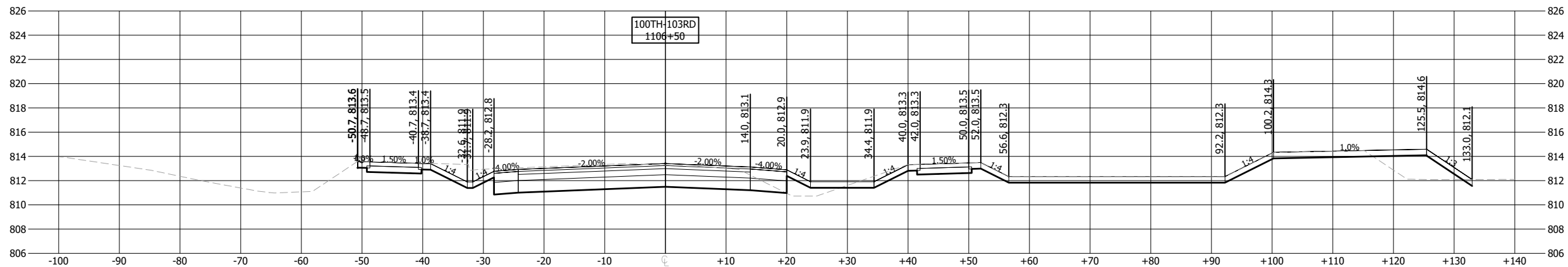
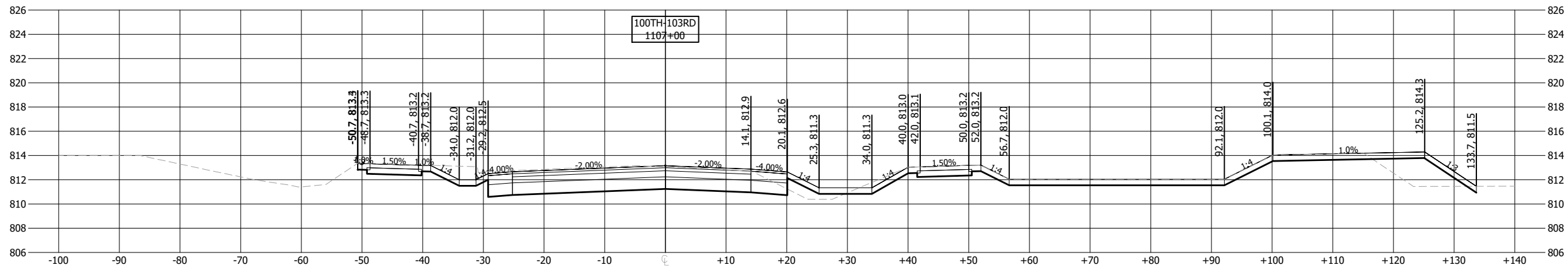
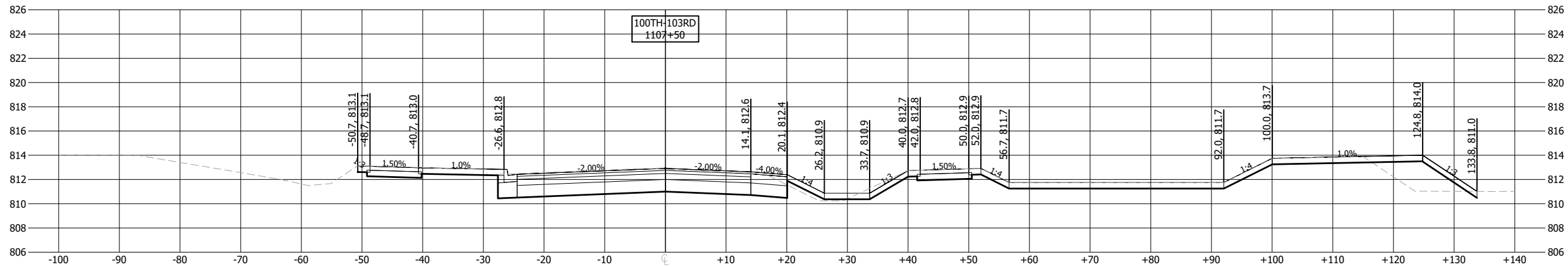


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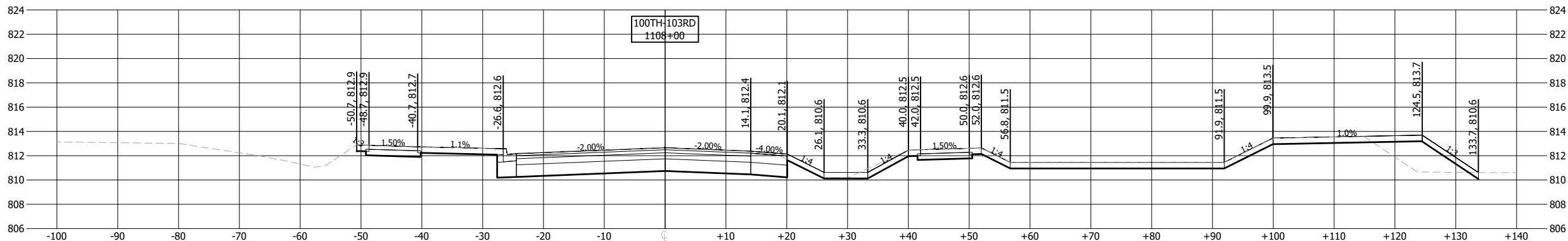
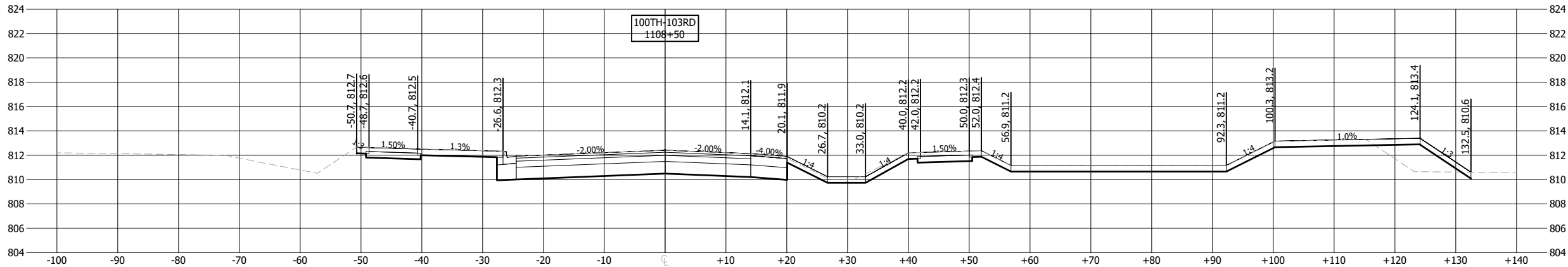
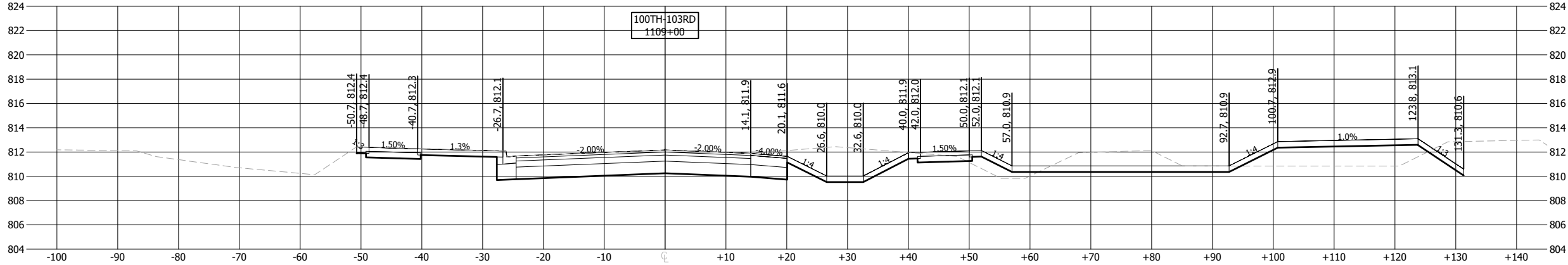
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IMPROVEMENTS - PHASE 2

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NO.	DATE	APPR	REVISION	SURVEY	PBW	 Cottage Grove <i>Where Pride and Prosperity Meet</i>	 Stantec 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 www.stantec.com	CROSS SECTIONS 100TH STREET S. / 103RD STREET S.	COTTAGE GROVE, MN SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS - PHASE 2	SHEET
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CROSS SECTIONS
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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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COTTAGE GROVE, MN
SOUTH DISTRICT STREET & UTILITY
IMPROVEMENTS - PHASE 2

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City Council Action Request

7.K.

Meeting Date 1/17/2024

Department Finance

Agenda Category Action Item

Title Call for the sale of the 2024A Bonds

Staff Recommendation Adopt Resolution 2024-12, Calling for the sale of the \$18,205,000 General Obligation Bonds, Series, 2024A.

Budget Implication N/A

Attachments

1.	CC Memo Call for Sale of 2024A Bonds
2.	Resolution 2024-12 Calling for sale of 2024A Bonds
3.	PreSaleReport.Cottage Grove.2024A



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

From: Brenda Malinowski, Finance Director

Date: January 17, 2024

Subject: Call for Sale of the \$18,205,000 General Obligation Bonds, Series 2024A

INTRODUCTION

Funding in the form of bonds is necessary to finance construction for the Utilities Building, 2024 Pavement Management project, Jamaica Avenue project, East Point Douglas project, and equipment. This funding was identified in both the 2024-2028 Capital Improvement Plan and the Financial Management Plan.

DISCUSSION

The bonds will be repaid with utility revenues (utilities building) special assessments (pavement management project), and future property tax levies (roads and equipment).

A pre-sale report from Ehlers includes a timeline for the bond sale as well as other estimates and general information.

A workshop was held on January 3rd regarding projects in the 2024 bond issuance. The bond size has been reduced from the \$18.5M discussed in workshop to \$18.2M after reviewing the construction costs and funds needed for the projects. The \$18.2M includes the bonding costs (approximately \$532,000) and the \$18.5M that was discussed in workshop did not include these bonding costs.

The annual debt service payments identified in the pre-sale report for the utilities building are below the debt service amounts included in the 5-year utility rate study for the water and sewer utilities. In addition, the future property tax levy identified in the pre-sale report that will be needed to fund the road and equipment portion of this bond issue are below the debt service amounts included in the Financial Management Plan (FMP). Therefore, the annual debt service payments based on the pre-sale report are below the amounts identified in the utility rate studies and the FMP.

ACTION REQUESTED

Review the attached Pre-Sale report from Ehlers. Adopt Resolution 2024-12, Calling for the sale of the \$18,205,000 General Obligation Bonds, Series 2024A.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF COTTAGE GROVE, MINNESOTA

HELD: JANUARY 17, 2024

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Cottage Grove, Washington County, Minnesota, was duly held at City Hall on January 17, 2024, at 7:00 P.M., for the purpose, in part, of authorizing the competitive negotiated sale of \$18,205,000 General Obligation Bonds, Series 2024A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-12

RESOLUTION PROVIDING FOR THE SALE OF \$18,205,000 GENERAL OBLIGATION
BONDS, SERIES 2024A

A. WHEREAS, the City Council of the City of Cottage Grove, Minnesota (the "City") has heretofore determined that it is necessary and expedient to issue the City's \$18,205,000 General Obligation Bonds, Series 2024A (the "Bonds"), to finance street improvement and street reconstruction projects, purchase of equipment and construction of a building to be used by water, sanitary sewer and stormwater utilities; and

B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

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

1. Authorization. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at 7:00 P.M. on February 21, 2024, for the purpose of considering proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
WASHINGTON COUNTY
CITY OF COTTAGE GROVE

I, the undersigned, being the duly qualified and acting Clerk of the City of Cottage Grove, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to providing for the issuance and sale of \$18,205,000 General Obligation Bonds, Series 2024A.

WITNESS my hand on January 17, 2024.

Clerk

January 17, 2024

PRE-SALE REPORT FOR

City of Cottage Grove, Minnesota

\$18,205,000 General Obligation Bonds, Series 2024A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Stacie Kvilvang, Senior Municipal Advisor
Keith Dahl, Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$18,205,000 General Obligation Bonds, Series 2024A

Purposes:

The proposed issue includes financing the 2024 road improvement and street reconstruction projects, purchase of equipment and construction of a new utility building.

- **2024 Road Improvements – \$1,080,000:** This portion of the Bonds are being issued for a 15-year period to finance the City's 2024 pavement management projects. The City levied \$525,164 (45%) of the cost to benefiting property owners. We have assumed \$78,000 in prepayments (15%) so the size of the Bonds has been reduced accordingly. Debt service will be paid from special assessments and taxes.
- **2024 Street Reconstruction – \$4,995,000:** This portion of the Bonds are being issued for a 15-year period to finance the reconstruction of East Point Douglas, specifically the intersection at Jamacia Avene and the entrance to Cub Foods and Target, as well as a mill and overlay of Jamacia Avenue between 80th and 90th Street. Debt service will be paid from ad valorem property taxes.
- **New Utility Building – \$11,605,000:** This portion of the Bonds are being issued for a 20-year period to finance the construction of a new utility building. Debt service will be paid from utility revenues.
- **Equipment Certificates – \$525,000:** This portion of the Bonds are being issued for a 10-year period to finance the purchase of a trackless vehicle, a utility vehicle and large mower. Debt service will be paid from ad valorem property taxes.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 412.301 – Equipment Certificates
- 429 – Improvement Bonding Authority
- 444 – Utility Bonding Authority
- 475.58 – Street Reconstruction and Overlay Plan (SROP)
- 475 – General Bonding Authority

Because the City is assessing at least 20% of the project costs applicable to the portion of Bonds being issued under chapter 429, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.

Chapter 444 allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.

Under chapter 475.58, subdivision 3b, cities are allowed to issue debt after approving a SROP and holding a duly scheduled public hearing. The City approved the SROP on October 18, 2023, after a public hearing.

In addition, a portion of the Bonds will count against the Net Debt Limit of 3% of the estimated market value (EMV) of taxable property in the City, specifically the equipment certificate and SROP portion of Bonds. Since the Pay 2024 EMV is \$5,517,714,600, the debt limit of the City is \$165,531,438. Therefore, the proposed debt applicable to the SROP and equipment certificates (\$5,520,000), plus the City's current outstanding debt secured solely from property taxes (\$12,770,000) leaves the City with an unused debt limit of \$147,241,438. The City is well within the statutory debt limit.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 20 years (street projects are financed over 15 years and equipment over 10 years). Principal on the Bonds will be due on February 1 in the years 2026 through 2045. Interest is payable every six months beginning February 1, 2025.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is "AAA". The City will request a new rating for the Bonds.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Nonarbitrage Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers will work with the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Special Assessments: At the direction of staff, we have assumed 15% of the special assessments will be prepaid for the 429 portion of the Bonds and we have assumed that the remaining assessments have been levied as projected. If the City receives a significant amount more of pre-paid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Taft Stettinius & Hollister LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report.
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	January 17, 2024
Distribute Official Statement:	Week of Jan. 29, 2024
Conference with Rating Agency and Due Diligence Call to review Official Statement:	February 6, 2024
City Council Meeting to Award Sale of the Bonds:	February 21, 2024
Estimated Closing Date:	March 12, 2024

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Keith Dahl, Municipal Advisor	(651) 697-8595
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Emily Wilke, Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Cottage Grove, Minnesota

\$18,205,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AAA Rates +75bps

Total Issue Sources And Uses

Dated 03/12/2024 | Delivered 03/12/2024

	Improvements	Street Reconstruction	Utility	Equipment	Issue Summary
Sources Of Funds					
Par Amount of Bonds	\$1,080,000.00	\$4,995,000.00	\$11,605,000.00	\$525,000.00	\$18,205,000.00
Utility Funds/Other Revenues	53,800.00	265,800.00	1,400,000.00	-	1,719,600.00
Prepaid Assessments	78,000.00	-	-	-	78,000.00
Total Sources	\$1,211,800.00	\$5,260,800.00	\$13,005,000.00	\$525,000.00	\$20,002,600.00
Uses Of Funds					
Total Underwriter's Discount (1.000%)	10,800.00	49,950.00	116,050.00	5,250.00	182,050.00
Costs of Issuance	8,186.77	37,863.77	87,969.79	3,979.67	138,000.00
Deposit to Capitalized Interest (CIF) Fund	34,737.77	161,992.19	-	15,819.30	212,549.26
Deposit to Project Construction Fund	1,156,800.00	5,010,800.00	12,800,000.00	500,000.00	19,467,600.00
Rounding Amount	1,275.46	194.04	980.21	(48.97)	2,400.74
Total Uses	\$1,211,800.00	\$5,260,800.00	\$13,005,000.00	\$525,000.00	\$20,002,600.00

City of Cottage Grove, Minnesota

\$18,205,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AAA Rates +75bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/12/2024	-	-	-	-	-
02/01/2025	-	-	616,983.66	616,983.66	616,983.66
08/01/2025	-	-	348,141.25	348,141.25	-
02/01/2026	775,000.00	3.500%	348,141.25	1,123,141.25	1,471,282.50
08/01/2026	-	-	334,578.75	334,578.75	-
02/01/2027	805,000.00	3.400%	334,578.75	1,139,578.75	1,474,157.50
08/01/2027	-	-	320,893.75	320,893.75	-
02/01/2028	835,000.00	3.350%	320,893.75	1,155,893.75	1,476,787.50
08/01/2028	-	-	306,907.50	306,907.50	-
02/01/2029	860,000.00	3.350%	306,907.50	1,166,907.50	1,473,815.00
08/01/2029	-	-	292,502.50	292,502.50	-
02/01/2030	880,000.00	3.350%	292,502.50	1,172,502.50	1,465,005.00
08/01/2030	-	-	277,762.50	277,762.50	-
02/01/2031	910,000.00	3.350%	277,762.50	1,187,762.50	1,465,525.00
08/01/2031	-	-	262,520.00	262,520.00	-
02/01/2032	935,000.00	3.400%	262,520.00	1,197,520.00	1,460,040.00
08/01/2032	-	-	246,625.00	246,625.00	-
02/01/2033	970,000.00	3.400%	246,625.00	1,216,625.00	1,463,250.00
08/01/2033	-	-	230,135.00	230,135.00	-
02/01/2034	1,000,000.00	3.400%	230,135.00	1,230,135.00	1,460,270.00
08/01/2034	-	-	213,135.00	213,135.00	-
02/01/2035	1,035,000.00	3.500%	213,135.00	1,248,135.00	1,461,270.00
08/01/2035	-	-	195,022.50	195,022.50	-
02/01/2036	1,010,000.00	3.650%	195,022.50	1,205,022.50	1,400,045.00
08/01/2036	-	-	176,590.00	176,590.00	-
02/01/2037	1,040,000.00	4.000%	176,590.00	1,216,590.00	1,393,180.00
08/01/2037	-	-	155,790.00	155,790.00	-
02/01/2038	1,075,000.00	4.100%	155,790.00	1,230,790.00	1,386,580.00
08/01/2038	-	-	133,752.50	133,752.50	-
02/01/2039	1,115,000.00	4.200%	133,752.50	1,248,752.50	1,382,505.00
08/01/2039	-	-	110,337.50	110,337.50	-
02/01/2040	1,170,000.00	4.300%	110,337.50	1,280,337.50	1,390,675.00
08/01/2040	-	-	85,182.50	85,182.50	-
02/01/2041	695,000.00	4.350%	85,182.50	780,182.50	865,365.00
08/01/2041	-	-	70,066.25	70,066.25	-
02/01/2042	725,000.00	4.450%	70,066.25	795,066.25	865,132.50
08/01/2042	-	-	53,935.00	53,935.00	-
02/01/2043	755,000.00	4.500%	53,935.00	808,935.00	862,870.00
08/01/2043	-	-	36,947.50	36,947.50	-
02/01/2044	790,000.00	4.550%	36,947.50	826,947.50	863,895.00
08/01/2044	-	-	18,975.00	18,975.00	-
02/01/2045	825,000.00	4.600%	18,975.00	843,975.00	862,950.00
Total	\$18,205,000.00	-	\$8,356,583.66	\$26,561,583.66	-

Yield Statistics

Bond Year Dollars	\$207,246.65
Average Life	11.384 Years
Average Coupon	4.0321923%
Net Interest Cost (NIC)	4.1200345%
True Interest Cost (TIC)	4.1054929%
Bond Yield for Arbitrage Purposes	3.9908100%
All Inclusive Cost (AIC)	4.1935347%

IRS Form 8038

Net Interest Cost	4.0321923%
Weighted Average Maturity	11.384 Years

Series 2024A GO Bonds - P | Issue Summary | 1/10/2024 | 8:38 AM



City of Cottage Grove, Minnesota

\$18,205,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AAA Rates +75bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Utility Revenue	Levy/ (Surplus)
02/01/2025	-	-	616,983.66	616,983.66	(212,549.26)	404,434.40	424,656.12	-	424,656.12	-
02/01/2026	775,000.00	3.500%	696,282.50	1,471,282.50	-	1,471,282.50	1,544,846.63	53,957.80	904,485.75	586,403.08
02/01/2027	805,000.00	3.400%	669,157.50	1,474,157.50	-	1,474,157.50	1,547,865.38	52,348.00	905,352.00	590,165.38
02/01/2028	835,000.00	3.350%	641,787.50	1,476,787.50	-	1,476,787.50	1,550,626.88	50,738.22	906,108.00	593,780.66
02/01/2029	860,000.00	3.350%	613,815.00	1,473,815.00	-	1,473,815.00	1,547,505.75	49,128.42	906,556.88	591,820.46
02/01/2030	880,000.00	3.350%	585,005.00	1,465,005.00	-	1,465,005.00	1,538,255.25	47,518.64	906,478.13	584,258.49
02/01/2031	910,000.00	3.350%	555,525.00	1,465,525.00	-	1,465,525.00	1,538,801.25	45,908.83	905,871.75	587,020.67
02/01/2032	935,000.00	3.400%	525,040.00	1,460,040.00	-	1,460,040.00	1,533,042.00	44,299.05	904,737.75	584,005.20
02/01/2033	970,000.00	3.400%	493,250.00	1,463,250.00	-	1,463,250.00	1,536,412.50	42,689.25	908,066.25	585,657.00
02/01/2034	1,000,000.00	3.400%	460,270.00	1,460,270.00	-	1,460,270.00	1,533,283.50	41,079.47	905,430.75	586,773.28
02/01/2035	1,035,000.00	3.500%	426,270.00	1,461,270.00	-	1,461,270.00	1,534,333.50	39,469.67	907,509.75	587,354.08
02/01/2036	1,010,000.00	3.650%	390,045.00	1,400,045.00	-	1,400,045.00	1,470,047.25	37,859.89	908,297.25	523,890.11
02/01/2037	1,040,000.00	4.000%	353,180.00	1,393,180.00	-	1,393,180.00	1,462,839.00	36,250.09	907,452.00	519,136.91
02/01/2038	1,075,000.00	4.100%	311,580.00	1,386,580.00	-	1,386,580.00	1,455,909.00	34,640.31	903,672.00	517,596.69
02/01/2039	1,115,000.00	4.200%	267,505.00	1,382,505.00	-	1,382,505.00	1,451,630.25	33,030.51	903,661.50	514,938.24
02/01/2040	1,170,000.00	4.300%	220,675.00	1,390,675.00	-	1,390,675.00	1,460,208.75	31,420.73	907,158.00	521,630.02
02/01/2041	695,000.00	4.350%	170,365.00	865,365.00	-	865,365.00	908,633.25	-	908,633.25	-
02/01/2042	725,000.00	4.450%	140,132.50	865,132.50	-	865,132.50	908,389.13	-	908,389.13	-
02/01/2043	755,000.00	4.500%	107,870.00	862,870.00	-	862,870.00	906,013.50	-	906,013.50	-
02/01/2044	790,000.00	4.550%	73,895.00	863,895.00	-	863,895.00	907,089.75	-	907,089.75	-
02/01/2045	825,000.00	4.600%	37,950.00	862,950.00	-	862,950.00	906,097.50	-	906,097.50	-
Total	\$18,205,000.00	-	\$8,356,583.66	\$26,561,583.66	(212,549.26)	\$26,349,034.40	\$27,666,486.12	\$640,338.88	\$18,551,717.00	\$8,474,430.25

Significant Dates

Dated	3/12/2024
First Coupon Date	2/01/2025

Yield Statistics

Bond Year Dollars	\$207,246.65
Average Life	11.384 Years
Average Coupon	4.0321923%
Net Interest Cost (NIC)	4.1200345%
True Interest Cost (TIC)	4.1054929%
Bond Yield for Arbitrage Purposes	3.9908100%
All Inclusive Cost (AIC)	4.1935347%

Series 2024A GO Bonds - P | Issue Summary | 1/10/2024 | 8:38 AM



City of Cottage Grove, Minnesota

\$447,164 General Obligation Bonds, Series 2024A

Assessments - 20% Assessed

1.50% over TIC - Equal Principal

Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2025	29,810.94	5.400%	24,146.86	53,957.80
12/31/2026	29,810.94	5.400%	22,537.06	52,348.00
12/31/2027	29,810.94	5.400%	20,927.28	50,738.22
12/31/2028	29,810.94	5.400%	19,317.48	49,128.42
12/31/2029	29,810.94	5.400%	17,707.70	47,518.64
12/31/2030	29,810.93	5.400%	16,097.90	45,908.83
12/31/2031	29,810.93	5.400%	14,488.12	44,299.05
12/31/2032	29,810.93	5.400%	12,878.32	42,689.25
12/31/2033	29,810.93	5.400%	11,268.54	41,079.47
12/31/2034	29,810.93	5.400%	9,658.74	39,469.67
12/31/2035	29,810.93	5.400%	8,048.96	37,859.89
12/31/2036	29,810.93	5.400%	6,439.16	36,250.09
12/31/2037	29,810.93	5.400%	4,829.38	34,640.31
12/31/2038	29,810.93	5.400%	3,219.58	33,030.51
12/31/2039	29,810.93	5.400%	1,609.80	31,420.73
Total	\$447,164.00	-	\$193,174.88	\$640,338.88

Significant Dates

Filing Date	1/01/2025
First Payment Date	12/31/2025

City of Cottage Grove, Minnesota

\$18,205,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AAA Rates +75bps

Detail Costs Of Issuance

Dated 03/12/2024 | Delivered 03/12/2024

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$85,000.00
Bond Counsel	\$26,000.00
Rating Agency Fee	\$26,000.00
Miscellaneous	\$1,000.00
TOTAL	\$138,000.00



City Council Action Request

7.L.

Meeting Date	1/17/2024		
Department	Finance		
Agenda Category	Action Item		
Title	Trackless Vehicle Financing with Equipment Certificates		
Staff Recommendation	Approve the financing of a trackless vehicle through equipment certificates.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024 trackless quote (002)</td></tr></table>	1.	2024 trackless quote (002)
1.	2024 trackless quote (002)		



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

FROM: Brenda Malinowski

DATE: January 17, 2024

RE: Trackless Vehicle Financing with Equipment Certificates

Discussion

The trackless vehicle that is included in the 2024 Budget was approved to be purchased through lease financing. Since the large mower and utility vehicle were already identified to be financed with equipment certificates, there will be cost savings by also including the trackless vehicle in the equipment certificates.

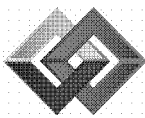
The 2024A bonds include the trackless vehicle, large mower, and utility vehicle.

Recommendation

Approve the financing of a trackless vehicle through equipment certificates.

Attachments

1.	2024 trackless quote (002)
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MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF COTTAGE GROVE
12800 Ravine Parkway S
Cottage Grove MN 55016

Branch 01 - ST PAUL MN		
Date 10/02/2023	Time 11:27:37 (O)	Page 1
Account No COTTA001	Phone No 6514582800	Est No 04 Q01971
Ship Via		Purchase Order BU
Tax ID No		
JUDD GENEREAUX		Salesperson 126

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	Amount
2024 TRACKLESS MT 7		172263.00
PRCING BASED OFF MINNESOTA STATE CONTRACT #218334		
BASE UNIT \$169,129		
4.1.9 RIDE CONTROL \$2,682		
4.1.17 BREAK-IN FILTER KIT \$452		
PRICE INCLUDES FREIGHT, DELIVERY & TRAINING.		
	Sale # 01 Subtotal:	172263.00
	Total:	172263.00
4.2.9 5-POSITION FOLDING PLOW \$7847		7847.00
	Sale # 02 Subtotal:	7847.00
	Total:	7847.00
4.3.12 SNO-QUIP 51" RIBBON STYLE BLOWER \$31,159		31159.00
	Sale # 03 Subtotal:	31159.00
	Total:	31159.00
4.5.1 60" ANGLING SWEEPER \$8625		8625.00
	Sale # 04 Subtotal:	8625.00
	Total:	8625.00
	Subtotal:	219894.00
Authorization: _____	Quote Total:	219894.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

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City Council Action Request

8.A.

Meeting Date 1/17/2024

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve payments for the period of 12/28/23 through 01/10/24 in the amount of \$1,893,148.43.

Budget Implication

Attachments

1.	Expense Approval Report 01-17-2024 Council Meeting
2.	Payroll Check Register 01-17-2024 Council Meeting



City Council Action Request

9.A.

Meeting Date 1/17/2024

Department Community Development

Agenda Category Action Item

Title Roers Companies Cottage Grove Multi-Family Development

Staff Recommendation 1) Adopt Resolution 2024-005 approving the purchase agreement for Outlots A, C, and D to Roers Cottage Grove Apartments LLC. 2) Adopt Resolution 2024-006 approving the preliminary plat and final plat for Camel's Hump Addition. 3) Adopt Resolution 2024-007 approving the planned unit development and site plan review for a 144-unit, six-story mixed-income multi-family apartment building located at 6850 East Point Douglas Road South. 4) Hold the public hearing for modification to Development Program for Development District No. 1 to include the establishment of Tax Increment Financing District No. 1-21 (Roers). 5) Adopt Resolution 2024-013 approving a modification to the Development program for Development District No. 1 and adopting a Tax Increment Financing Plan for Tax Increment Financing District No. 1-21 (Roers). 6) Authorize the contract for private development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC.

Budget Implication N/A

Attachments

1.	Roers Apartments CC Memo
2.	Roers Apartments Attachment A - Civil Plans
3.	Roers Apartments Attachment B - Architecture Plans
4.	Roers Apartments Attachment C - Final Plat
5.	Roers Apartments Attachment D - Roers Trip Generation Review
6.	Roers Apartments Attachment E - B&M Traffic Addendum
7.	Roers Apartments Attachment F - Engineering Review Memorandum
8.	Attachment G - Purchase Agreement (Kori)
9.	Resolution approving Roers Purchase Agreement
10.	Roers Apartments Resolution - PP & FP
11.	Roers Apartments Resolution - PUD & SP
12.	01. CC 1-17 TIF Creation Memo
13.	02. Resolution CC TIF 1-21 Creation 1-17-2024 Meeting
14.	Roers Apartments TIF Plan
15.	Roers Apartments TIF Development Agreement

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

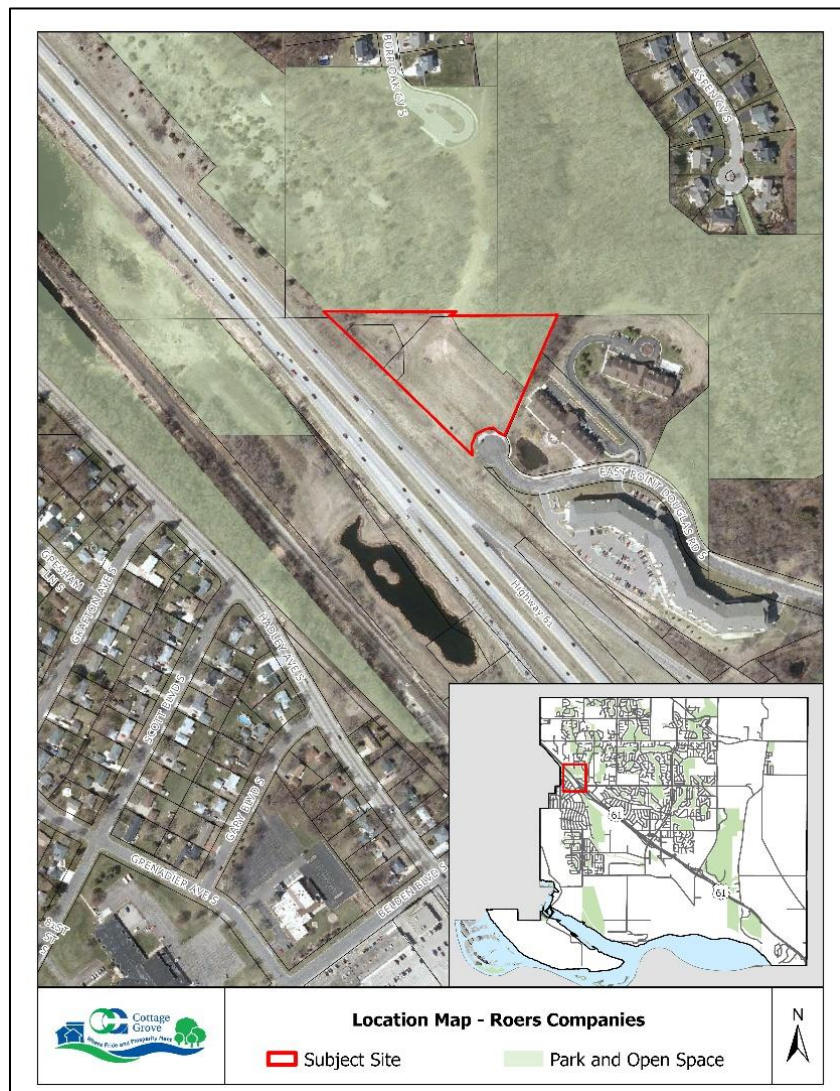
FROM: Mike Mrosla, Senior Planner

DATE: January 17, 2024

RE: Roers Companies Cottage Grove Multi-Family - Site Plan Review, Planned Unit Development, Preliminary and Final Plat

Proposal

Roers Companies has submitted planning applications for a Preliminary Plat, Site Plan Review, and Planned Unit Development (PUD), for a proposed 144-unit mixed-income apartment building to be located at 6850 East Point Douglas Road.



Location Map

Review Schedule

Application Received: November 16, 2023
Application Accepted: November 16, 2023
Planning Commission Meeting: December 18, 2023
City Council Meeting: January 17, 2024
120-Day Review Deadline: March 15, 2024

Background

The subject site consists of two remaining vacant parcels and three outlots from the Frattalone's Southpoint Ridge plat that was approved in 2007. The site was previously zoned B-1 and was included in the Southpoint Ridge Planned Development Overlay District (PDO). However, this zoning was inconsistent with the land use plan in the City's 2040 Comprehensive Plan and as part of the 2022 Zoning Code update, the PDO/PUD overlay districts were removed from the code, and the site was rezoned to Mixed Use. The site has had previous development proposals over the years; however, given the challenges to the site, none of them have come to fruition.



Site Conditions

The site is generally flat through the middle but increases in elevation on the northern sections of the site towards Camel's Hump Park. Outlots C and D are currently owned by the City and contain an existing stormwater pond that was constructed for future development of the subject parcels (Lots 3 and 4). Outlot A is a wooded hillside that was deeded to the city as undevelopable land. The developer, at the time of platting and deeding of the outlot, did not receive any credit for park

land dedication for Outlot A. As part of the approval process in 2006, a trail easement was established on the southeastern border of the property to provide access from East Point Douglas Road to Camel's Hump Park. Since that time, the City has installed a gravel walking surface that leads from East Point Douglas Road to a natural trail through Outlot A that proceeds up the hillside to the Camel's Hump Park overlook.

The subject site is significantly encumbered by a Flint Hills Resources oil pipeline easement that runs through its middle. Flint Hills Resources limits what kind of construction and grading can occur within their easement; therefore, the Applicant has been working with the pipeline owner to ensure compliance with their standards and regulations. As a condition of approval, the Applicant shall provide written approvals from the pipeline owner permitting grading and construction within the easement.

Planning Considerations

Use

The Applicant is proposing a mixed-income apartment building consisting of 144 units. The proposed apartment will include 20 percent, or 29 units, being reserved for persons with incomes at 50 percent of the area median income (AMI) and eight (8) units at 60 percent AMI. The project will also include some naturally occurring affordable housing at 70 to 80 percent AMI. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs. The remainder of the units would be set at or near market rate.

2023 Income limits by household size: Washington County		
AMI	1 Persons	Family (4 Persons)
50%	\$43,500	\$62,100
60%	\$52,200	\$74,940
80%	\$66,300	\$94,650
AMI	\$87,000	\$124,900
2023 HUD maximum gross rents by bedroom size: Washington County		
AMI	1 Bedroom	3 Bedroom
50%	\$1,087	\$1,615
60%	\$1,398	\$1,938
80%	\$1,864	\$2,584

There is a high demand for the proposed affordable housing provided by the project due to a limited availability of deep affordability in the area. The unit types proposed include studios to three bedrooms. The location is ideally situated for the planned affordable project given its proximity to the following:

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

The proposed amenities include a fitness center, game room, community room, heated garage, and bike repair station, and all units will include market rate finishes. The proposed development

will also include a large outdoor amenity courtyard with a patio, grilling stations, firepit lounge, dog run/wash station, playground/tot lot, and open outdoor lawn for activities.



Exterior Amenities

Comprehensive Plan

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

- The proposed development provides residential housing near economic centers.
- The proposed development provides opportunities for alternative housing types that increase density and is responsive to the site and surrounding areas.
- Encourage the infilling of housing in urban areas that make more efficient use of existing infrastructure.

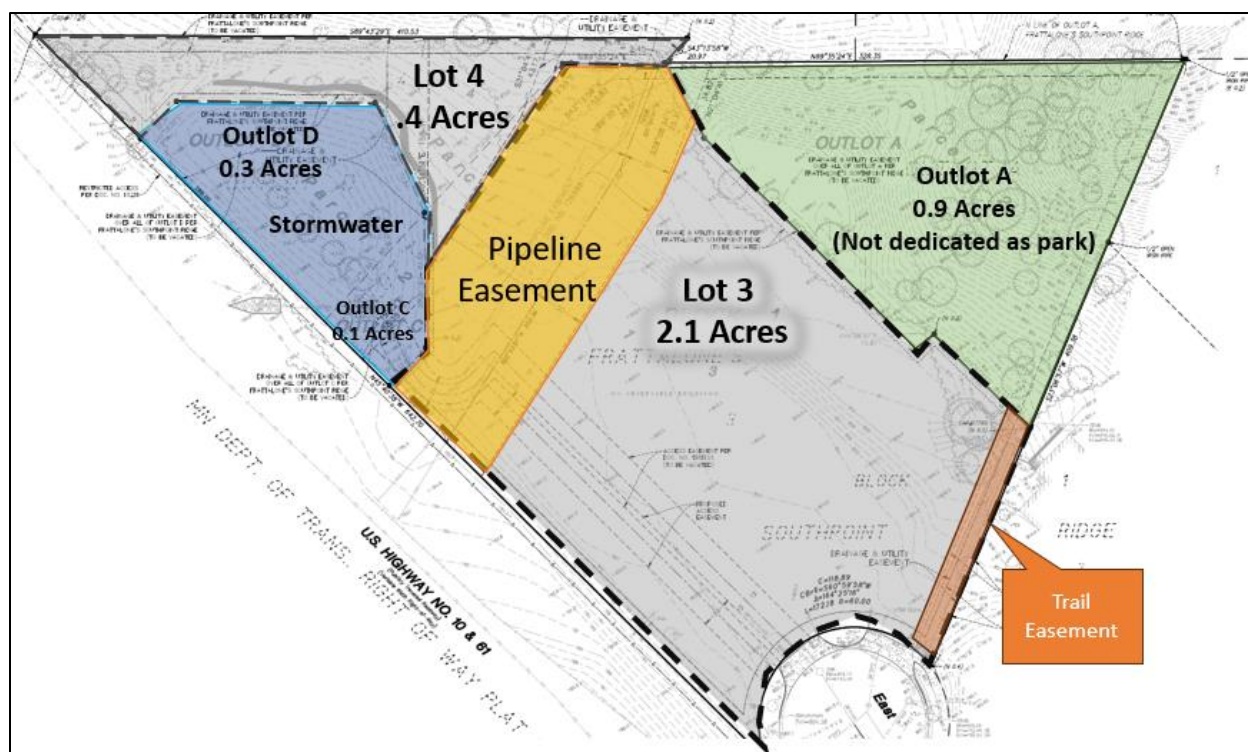
- Provide opportunities for alternative housing types and patterns, such as planned unit developments, mixed-uses, and other techniques that reduce development costs, increase density, and achieve projects that are flexible and responsive to the site and surroundings.
- The proposed project assists the city in meeting its Metropolitan Council goal of providing 221 new affordable units at 50 percent AMI.

Land Use and Zoning

The 2040 Comprehensive Plan Land Use Plan guides the subject site as Mixed Use. The permitted density in this district is 20 to 40 units per acre. The proposed density of the project is in conformance with the district standard with 37 units per acre. The subject site is zoned Mixed Use, and apartment buildings are permitted uses in the district.

Preliminary and Final Plat

The submitted preliminary plat proposes two lots and three outlots totaling 3.88 acres. The City is proposing to deed the stormwater pond in Outlots C and D to the Applicant as they were constructed to support stormwater management at time of development of the subject site. Outlot A was deeded to the City as an unbuildable outlot and was not credited as parkland dedication. The Applicant is proposing to acquire Outlot A from the City due to lot constraints previously mentioned. The additional land allows the Applicant to take advantage of the increased elevation by constructing the building into the hillside as shown below. Staff is agreeable to the land sale provided the Applicant preserves a significant number of trees located on the outlot and that the existing trail easement and associated natural trail corridor remain while a portion of the existing trail segment along the eastern property line is upgraded to a concrete sidewalk. A portion of the existing natural trail corridor must be rerouted by the Applicant around the proposed improvements.



Preliminary Plat

Planned Unit Development

The Planned Unit Development (PUD) is a zoning tool that provides additional flexibility for development that an underlying zoning district would not otherwise allow. For example, a PUD may make exceptions to setbacks, parking requirements, building materials, etc. Due to site constraints, including the pipeline easement and topography, the Applicant is proposing building height, architectural materials, parking ratio, and landscaping flexibility. In return for the flexibility, the Applicant will use a significant amount of stone, a Class I material, on the most visible sections of the building, upgrading the natural trail section along the eastern property line to a concrete sidewalk and will be preserving a substantial number of existing qualifying trees. Additionally, the use of a PUD allows the Applicant the opportunity to provide deeply affordable housing units for the community. The proposed development meets or exceeds all other zoning code requirements.

Site Plan Review

The Applicant is proposing to construct a six (6) story apartment building that meets the majority of the minimum zoning district standards as shown below:

Lot Development Performance Standards		
Standard	Mixed Use District	Proposed Development
Building Height	55 feet	67 feet*
Minimum front yard setback	25 feet	30 feet
Minimum rear yard setback	10 feet	39 feet
Minimum side yard setback (east)	10 feet	40 feet
Minimum side yard setback (west)	10 feet	71 feet
Parking lot	10 feet	10 feet
Maximum Site Coverage	70%	59.7%



Lot Development Performance Standards

Parking and Site Access

The Applicant is proposing two accesses to the site from the cul-de-sac on East Point Douglas Road. The proposed eastern access will provide access to the underground parking and the western access provides access to surface and additional underground parking. City Code requires a minimum of 1.6 spaces per unit for apartment buildings or a total of 230 parking spaces for the proposed 144 dwelling units. The Applicant is requesting flexibility to reduce the number of parking stalls onsite to 1.5 spaces per unit or 216 stalls via the PUD, a reduction of 14 parking stalls from the required parking. The submitted site plan shows 82 surface parking stalls and 134 garage parking stalls. The Applicant owns and manages several other apartment complexes with parking at 1.5 stalls per unit and has not received any parking concerns or complaints. The proposed reduction in the required parking ratio is similar to the Legends of Cottage Grove.

Traffic

With all the recent developments occurring along Hardwood Avenue (Aurilla Apartments, The View Apartments, Pizza Ranch, Chase Bank, and O2B Kids Daycare), concerns regarding traffic impacts along the corridor have been raised. The Applicant hired a consultant to review the proposed project and provide data regarding the proposed trip generation from the 144-unit apartment project (Attachment C). Within the analysis, based on the ITE Trip Generation Manual, 11th Edition, it is estimated that this proposed project would generate around 654 daily trips. The city's engineering consultant, Bolton & Menk, also reviewed the proposed traffic impacts from the project and provided an addendum to a previously completed traffic study. The traffic study originated from earlier development along the Hardwood Avenue corridor and took into account development along East Point Douglas Road. As the proposed development does include more units than originally anticipated, the addendum reviews and updates the forecasted traffic and contemplates potential improvements in the surrounding area (Attachment D).

The addendum reviewed the capacity of both East Point Douglas Road and Hardwood Avenue and found both roadways have sufficient capacity to handle the additional trips proposed. The amendment shows the current daily traffic volume on East Point Douglas Road is approximately 1,100 vehicles per day, and is anticipated to increase to 1,750 vehicles per day with the proposed development. The current design capacity of East Point Douglas Road in this area is approximately 2,000 to 5,000 per day; therefore, no additional improvements to East Point Douglas Road are warranted with this proposed development project. Additionally, the study looked at the intersection of Hardwood Avenue and East Point Douglas Road and upon review, the additional trips generated by the proposed 144-unit building do not meet the warrants for an all-way stop control at this intersection at this time. The intersection could experience additional queuing during peak hours; however, the roadway is currently designed to accommodate the additional queuing.

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

Site Lighting

The Applicant has submitted a lighting plan that identifies pole heights and lumen levels throughout the site. The submitted photometric plan proposes five parking lot lights that are LED and 20 feet in height and ten bollard lights that are 5 feet in height. Per City Code, any lighting shall be directed away from any adjoining residential property or from the public streets and be compatible with adjacent lighting in adjoining districts. The Applicant has submitted a photometric plan that is consistent with City Code. The Applicant is proposing zero-foot candles along the shared property line with White Pines Senior Living Development.

Tree Preservation and Mitigation

City code requires mitigation if more than 40 percent of the existing qualifying trees onsite are removed as part of the development process. The majority of the trees being removed are volunteer trees that have grown onsite since the site was graded for development in 2007. In addition, the Applicant has agreed to preserve 440.5 caliper inches of qualifying trees in the northwest section of Outlot A and shown in green below. A deed restriction will be required over this portion of the site so it can be preserved and maintained in its current natural state, without development.



Tree Removal and Preservation

Landscaping

The Applicant has submitted a detailed landscaping plan. The City’s Zoning Code requires that a minimum number of trees and shrubs be provided based on the gross square footage of the subject property. The minimum landscaping requirements are shown in the table below.

Landscaping Requirements		
Landscaping	Mixed Use District	Proposed Development
Overstory Deciduous Tree	44	35*
Coniferous Tree	41	15
Ornamental Tree	0	26
Total	85	53
Shrubs	94	408

*City code states that every two (2) ornamental trees equals one (1) overstory tree

Landscaping Plan

City Code requires the Applicant to plant 44 overstory trees, 41 coniferous trees, and 94 shrubs. Due to site constraints including the topography and size of the buildable area of the site, the Applicant is proposing to plant 22 overstory trees and 15 coniferous trees which fit more practically on the site without overcrowding. The Applicant is also proposing 26 ornamental trees given their smaller size which counts toward the overstory trees given City Code states that every two ornamental trees equals one overstory tree. The Applicant is proposing to plant over 400 shrubs, which is significantly more than the City Code requirement of 94 plantings. The majority of shrub plantings are shown in the parking lot islands and along the building perimeter satisfying additional landscape ordinance requirements. The proposed parking lot exceeds the required 8 percent landscaped islands. The Applicant’s landscape architect is reviewing the plans to see if additional

trees can be practically added to the site. As a condition of approval, planning staff shall review and approve a final landscaping plan prior to the issuance of a building permit.

Architecture

The subject site is highly visible from Highway 61; therefore, the Applicant is committed to creating an architecturally prominent building since the site is located at the gateway into the community. The Applicant has provided architectural plans showing columns of stone accents to create a visually attractive building and gateway feel as you enter the community. The Applicant is also proposing to use additional high quality, durable materials such as architectural block and cement lap siding.



Northwest Rendering



Southeast Rendering

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

Class 1

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

Class 2

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

The Applicant is requesting to use 61 percent class one and two materials. The remainder of the building includes 39 percent class three materials. The Applicant has proposed exterior materials that align with previously approved and constructed apartment projects in the community.

Class 1	Proposal	Legends of Cottage Grove
Stone	18%	12%
Glass	29%	22%
Class 2		
Specialty Block	14%	2%
Class 3		
Fiber Cement Side	39%	64%

City Code Section 11-1-3 defines building height as *“The vertical distance from the average elevation of the adjoining ground level, or the established grade adjacent to the building, whichever is lower, to the top of the roof.”* The maximum permitted height in the Mixed-Use District is 55 feet. The proposed building has an average height of 67 feet largely due to the western elevation of the building adjacent to Highway 61 as shown below and the construction of the building into the existing hillside.



Western Elevation

The proposed height of the building would generally be similar to the west side of the Legends of Cottage Grove adjacent to Highway 61, which is 73 feet in height to the top of the gabled roof.



Legends of Cottage Grove – West Elevation Heights

The proposed building is shaped like a horseshoe and the inside area is where the outdoor amenities are located (patio, playground and dog run). This design choice was made intentionally to be cognizant of the assisted living facility located adjacent to the site, keeping the activity areas screened by the building to reduce impacts to the surrounding uses.

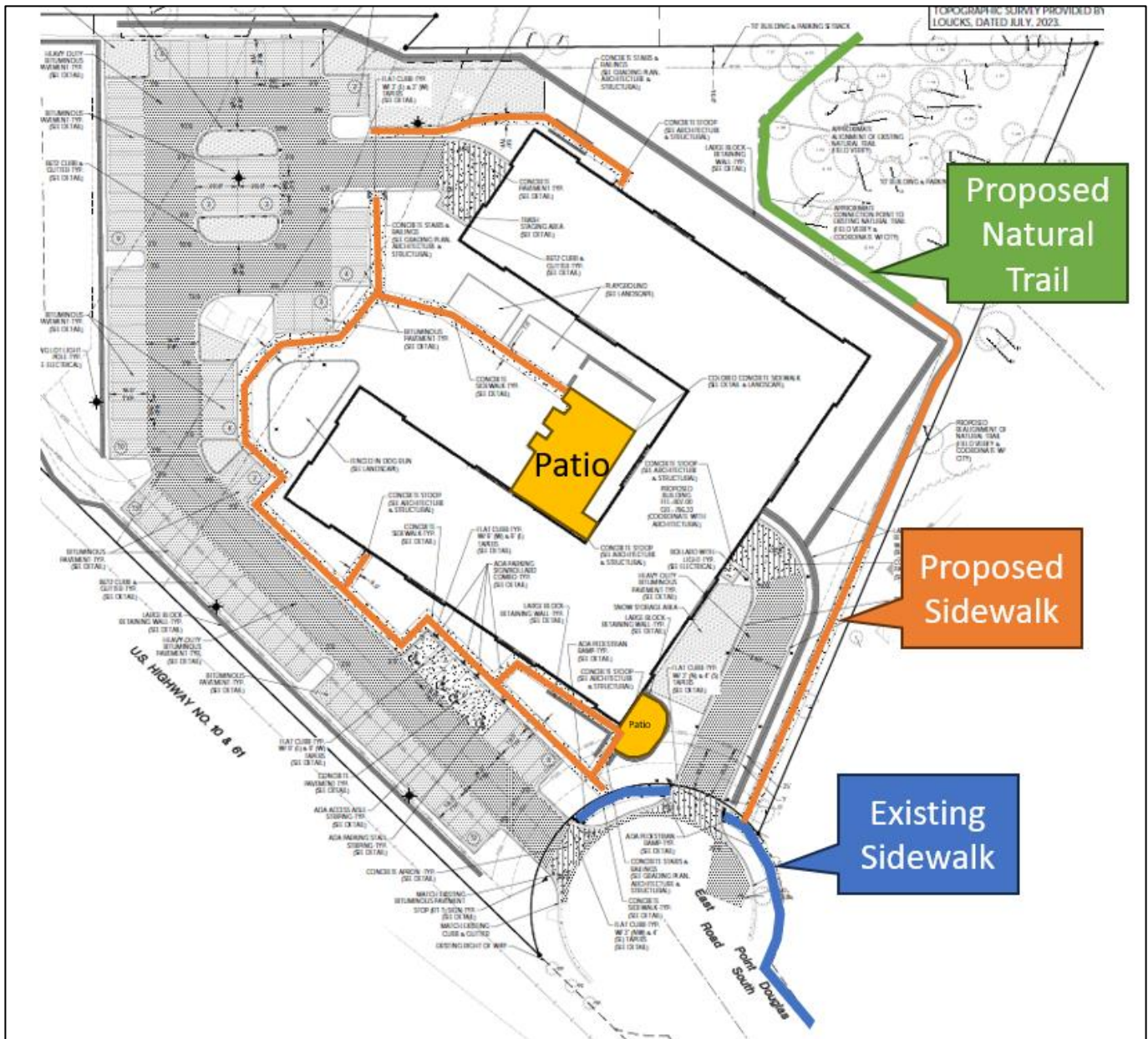


Courtyard Rendering

Sidewalk and Trails

An existing unpaved natural trail runs the length of the east side of the parcel to Camels Hump Park. The Applicant, as part of the development project, will be constructing a six-foot wide concrete sidewalk along the eastern side of the property until edge of woods where it will turn into a

natural trail up to Camels Hump Park. The Applicant, on the final plat, shall place an easement over the trail corridor and enter into a Stormwater and Trail Maintenance Agreement with the City since the Applicant will own the land and the City will maintain the trail. The agreement will state that the City will maintain the sidewalk itself; however, the property owner will be responsible for maintaining the sod to the edge of the sidewalk until it transitions into a natural trail. The submitted plans show an internal sidewalk system that connects to the existing sidewalk on East Point Douglas Road.



Pedestrian Plan

Park Land and Open Space

A minimum of 10 percent of the developable land area shall be required to provide residents with public recreation facilities, including parks and open spaces, as a part of development projects per City Code Title 10-4-3. The City's Comprehensive Plan does not guide a portion of this project

area for future park and open space; therefore, no park dedication land is required. The Applicant would be required to pay a park dedication fee in lieu of dedicated lands for open space prior to the issuance of a building permit.

Utilities

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

Grading and Stormwater

The site grading for the project is proposed to meet the requirements established by the State, Watershed District, and the City's Surface Water Management Plan. The development's stormwater management plan calls for the construction of private storm sewer and a pond with a filtration bench to meet all stormwater rules. The pond and filtration bench will be privately owned and maintained; therefore, a private maintenance agreement will be required to be executed and recorded with the property. Stormwater runoff from the site will discharge into MnDOT right-of-way, on the northwest section of the site, and the rest will flow into an existing city storm sewer in southwest area of the site.

Area Charges

Area charges and other connection fees were paid at the time of platting of Frattalone's Southpoint Ridge in 2007. No additional area charges are required to be paid.

Neighborhood Meeting

On November 14, 2023, Roers Companies held a neighborhood meeting at the Legends of Cottage Grove with 33 residents in attendance. Residents asked general questions about the Roers' site selection process, construction timing, anticipated rents, and traffic noise; however, the primary concerns were related to anticipated increase in traffic on East Point Douglas Road and Hardwood Avenue. In discussion following the neighborhood meeting, the Applicant has indicated that they will work with the adjacent property owners to hold informational meetings during the construction process with the residents of the Legends of Cottage Grove and/or White Pines Assisted Living to provide them with construction process updates.

Public Hearing Notices

Notices announcing this public hearing were published in the *St. Paul Pioneer Press* and mailed to four property owners within 500 feet of the proposed development property on December 6, 2023. Staff have not received any inquiries prior to writing this report.

Planning Commission Meeting

The City's Planning Commission reviewed and held a public hearing for the request at their December 18, 2023, meeting. There were no residents that participated in the public hearing. The Planning Commission asked questions about construction within the pipeline easement, traffic parking and landscaping. They then voted unanimously (7-to-0) to approve the request.

Recommendations

The City Council is recommended to take the following actions:

1. Adopt Resolution 2024-005 approving the purchase agreement for Outlots A, C, and D to the Applicant.
2. Adopt Resolution 2024-006 approving the preliminary plat and final plat for Camel's Hump Addition.
3. Adopt Resolution 2024-007 approving the planned unit development and site plan review for a 144-unit, six-story mixed-income multi-family apartment building located at 6850 East Point Douglas Road South.

Attachments

- A. Civil Plans
- B. Architectural Plans
- C. Final Plat
- D. Applicants Traffic Study Memo dated October 30, 2023
- E. Bolton & Menk Traffic Study Amendment Summary dated December 6, 2023
- F. Engineering Review Memorandum dated December 8, 2023
- G. Purchase Agreement for Outlots A, C and D
- H. Resolutions 2024-005, 2024-006, and 2024-007

Plotted: 11/15/2023 10:49 AM: W:\2023\23258A\cadd\DrawCivil\Long Sheet Plots\C1-1 EXISTING CONDITIONS

GENERAL NOTES

- MINNESOTA STATE STATUTE REQUIRES NOTIFICATION PER "GOPHER STATE ONE CALL" PRIOR TO COMMENCING ANY GRADING, EXCAVATION OR UNDERGROUND WORK.
- THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASE OF THIS PROJECT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGES TO ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. ALL TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPLICABLE GOVERNING AGENCIES. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES UNLESS APPROVED BY THE GOVERNING AGENCY.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTORS PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY MEASURES IN, OR NEAR THE CONSTRUCTION SITE.
- BEFORE BEGINNING CONSTRUCTION THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH NPDES PERMIT REQUIREMENTS, BEST MANAGEMENT PRACTICES, STATE AND LOCAL REQUIREMENTS AND THE ASSOCIATED PROJECT PLANS AND DETAILS.
- ALL CONSTRUCTION PERMITS, APPLICATIONS, BONDS, AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ENTRANCES, CONNECTIONS TO CITY STREETS, SIDEWALKS, CURBS AND RAMPS IN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND NOTIFICATIONS AS REQUIRED.
- ADJUST ALL EXISTING STRUCTURES, BOTH PUBLIC AND PRIVATE TO THE PROPOSED GRADES WHERE DISTURBED AND COMPLY WITH ALL REQUIREMENTS OF THE UTILITY OWNERS. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.

NOTE:
EXISTING CONDITIONS INFORMATION
SHOWN IS FROM A BOUNDARY &
TOPOGRAPHIC SURVEY PROVIDED BY
LOUCKS, DATED JULY, 2023.

COTTAGE GROVE MULTI-FAMILY

6850 E POINT DOUGLAS RD. S.
COTTAGE GROVE, MN 55016

ROERS COMPANIES

2 CARLSON PKWY #400,
PLYMOUTH, MN 55447

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

KW
koos
wilson
architects

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of the party making such revisions, additions or deletions and the user shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

CITY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification, or statement 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.

Licensed Professional Engineer - PE 56088
Date: 11/15/2023

QUALITY CONTROL

Loucks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

SHEET INDEX

C1-1 EXISTING CONDITIONS
C1-2 DEMOLITION PLAN
C2-1 SITE PLAN
C2-2 ACCESSIBLE ROUTE
C2-3 TURNING MOVEMENTS
C3-1 GRADING PLAN
C3-2 SWPPP
C3-3 SWPPP NOTES
C4-1 UTILITY PLAN
C8-1, C8-3 CIVIL DETAILS
L0-1 TREE PRESERVATION PLAN
L0-2 TREE INVENTORY SCHEDULE
L1-1 LANDSCAPE PLAN
L5-1 LANDSCAPE DETAILS

EXISTING CONDITIONS

C1-1

LEGEND

- FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- SET 1/2 INCH X 1/8 INCH IRON MONUMENT, MARKED "LS 48988"
- ⊞ CATCH BASIN
- ⊙ STORM MANHOLE
- SANITARY MANHOLE
- ⊙ HYDRANT
- ⊞ GATE VALVE
- ⊞ ELECTRIC TRANSFORMER
- ⊙ ELECTRIC METER
- ⊙ GAS METER
- GUY WIRE
- ⊞ HAND HOLE
- ⊞ LIGHT POLE
- ⊙ POWER POLE
- ⊙ ROOF DRAIN
- ⊞ TELEPHONE PEDESTAL
- ⊞ SIGN
- ② PARKING STALL COUNT
- ⊞ DISABLED PARKING STALL
- ① SCHEDULE B II ITEM

- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- SANITARY SEWER SERVICE
- WATER SERVICE
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- CONCRETE CURB
- RETAINING WALL
- CONCRETE
- NO PARKING
- EXISTING BUILDING
- CONTOUR
- SPOT ELEVATION
- TREE LINE
- CONIFEROUS TREE
- PI PINE
- DECIDUOUS TREE
- AS ASH
- MA MAPLE
- TR TREE (GEN)

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA 631-454-0002
TOLL FREE 1-800-252-1160

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



0 20 40
SCALE IN FEET

NOTE:
EXISTING CONDITIONS INFORMATION
SHOWN IS FROM A BOUNDARY &
TOPOGRAPHIC SURVEY PROVIDED BY
LOUCKS, DATED JULY, 2023.

COTTAGE
GROVE
MULTI-FAMILY

6850 E POINT DOUGLAS RD. S.
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ROERS COMPANIES

2 CARLSON PKWY #400,
PLYMOUTH, MN 55447

LOUCKS

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7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

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SUBMITTAL/REVISIONS

CHY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification, or statement 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.

Licensed Professional Engineer - PE 56088

QUALITY CONTROL

Loucks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

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C1-2 DEMOLITION PLAN
C2-1 SITE PLAN
C2-2 ACCESSIBLE ROUTE
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DEMOLITION
PLAN

C1-2

DEMOLITION LEGEND:

- REMOVE EXISTING BITUMINOUS PAVING
- REMOVE EXISTING CONCRETE PAVING,
SIDEWALKS, ETC.
- REMOVE EXISTING GRAVEL PAVEMENT
- REMOVE EXISTING CURB & GUTTER,
RETAINING WALLS, FENCE, ETC.
- REMOVE EXISTING UTILITIES
- ABANDON EXISTING UTILITIES IN PLACE
- REMOVE EXISTING MANHOLES, POWER
POLES, LIGHT POLES, BOLLARDS, PARKING
METERS, SIGNS, ETC.
- REMOVE EXISTING TREES

SITE DEMOLITION NOTES

- CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH
UTILITY COMPANIES & OWNER.
- CLEAR AND GRUB AND REMOVE ALL TREES NOTED FOR REMOVAL, VEGETATION AND SITE DEBRIS WITHIN CONSTRUCTION LIMITS PRIOR TO
GRADING. STRIP TOP SOIL AND STOCKPILE ON-SITE. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND
GRUBBING AND REMOVALS SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY
ESTABLISHED UPON REMOVAL. SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) / GRADING & EROSION CONTROL PLAN.
- CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL. CONTRACTOR TO NOTIFY ENGINEER WITH
ANY CONFLICTS OR PLAN DISCREPANCIES.
- CONTRACTOR TO SCHEDULE PRE-CONSTRUCTION MEETING(S) WITH UTILITY OWNER(S) TO DISCUSS DISCONNECTIONS AND/OR RELOCATIONS.
- REFER TO TREE INVENTORY, TREE PRESERVATION, AND TREE REPLACEMENT PLAN FOR REMOVAL AND REPLACEMENT OF ON SITE TREES.
- CONTRACTOR TO VERIFY LOCATION OF SEPTIC FIELD(S) & WELL(S) ON SITE. COORDINATE REMOVALS AND/OR ABANDONMENT WITH THE
APPLICABLE GOVERNING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE PERMITS. WELLS ON THE PROPERTY
SHALL BE SEALED BY A MINNESOTA DEPARTMENT OF HEALTH (MDH) LICENSED CONTRACTOR.
- BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
- CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING EXPANSION
OR CONTRACTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
- ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR
REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.
- CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPLICABLE GOVERNING AGENCIES. ALL WORK
SHALL BE PERFORMED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
- CONTRACTOR TO COORDINATE ALL WORK WITHIN THE ADJACENT PROPERTIES WITH THE OWNER AND ADJACENT PROPERTY OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION PHASING WITH ALL DISCIPLINES INCLUDING BUT NOT LIMITED TO ARCHITECTURAL,
STRUCTURAL, ELECTRICAL, MECHANICAL, & OWNER.
- REFER TO THE GEOTECHNICAL REPORT PREPARED BY BRAUN INTERTEC DATED SEPTEMBER 7, 2023 FOR INFORMATION INCLUDING BUT NOT
LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY REPAIRS TO THE IRRIGATION SYSTEM THAT IS AFFECTED DURING
CONSTRUCTION.
- CONTRACTOR TO COORDINATE ALL WORK ADJACENT TO AND WITHIN THE PETROLEUM PIPELINE EASEMENT WITH THE PIPELINE OWNER. THIS
INCLUDES BUT IS NOT LIMITED TO ALL NECESSARY ON-SITE INSPECTION BY THE PIPELINE OWNER.

LEGEND

- | EXISTING | PROPOSED |
|--------------------------|--------------------------|
| STORM MANHOLE | CATCH BASIN |
| SANITARY MANHOLE | STORM MANHOLE |
| HYDRANT | FLARED END SECTION |
| GATE VALVE | SANITARY MANHOLE |
| POST INDICATOR VALVE | HYDRANT |
| WATER MANHOLE / WELL | GATE VALVE |
| LIGHT POLE | POST INDICATOR VALVE |
| POWER POLE | WATER MANHOLE / WELL |
| ELECTRIC METER | LIGHT POLE |
| GAS METER | POWER POLE |
| TELEPHONE PEDESTAL | ELECTRIC METER |
| SIGN | GAS METER |
| BENCHMARK | TELEPHONE PEDESTAL |
| SOIL BORING | SIGN |
| PARKING STALL COUNT | BENCHMARK |
| ACCESSIBLE PARKING STALL | SOIL BORING |
| STORM SEWER | PARKING STALL COUNT |
| DRAINTILE | ACCESSIBLE PARKING STALL |
| SANITARY SEWER | STORM SEWER |
| FORCEMAIN | DRAINTILE |
| WATERMAIN | SANITARY SEWER |
| SANITARY SEWER SERVICE | FORCEMAIN |
| WATER SERVICE | WATERMAIN |
| UNDERGROUND ELECTRIC | SANITARY SEWER SERVICE |
| UNDERGROUND FIBER OPTIC | WATER SERVICE |
| UNDERGROUND GAS | UNDERGROUND ELECTRIC |
| UNDERGROUND TELEPHONE | UNDERGROUND FIBER OPTIC |
| OVERHEAD UTILITY | UNDERGROUND GAS |
| FENCE | UNDERGROUND TELEPHONE |
| CHAIN LINK FENCE | OVERHEAD UTILITY |
| CONCRETE CURB | FENCE |
| RETAINING WALL | CHAIN LINK FENCE |
| CONCRETE | CONCRETE CURB |
| NO PARKING | RETAINING WALL |
| BUILDING | CONCRETE |
| CONTOUR | NO PARKING |
| SPOT ELEVATION | BUILDING |
| DIRECTION OF FLOW | CONTOUR |
| TREE LINE | SPOT ELEVATION |
| PARKING SETBACK LINE | DIRECTION OF FLOW |
| BUILDING SETBACK LINE | TREE LINE |
| NATURAL TRAIL | PARKING SETBACK LINE |

CALL BEFORE YOU DIG!

Gopher State One Call
TWIN CITY AREA 651-454-0002
TOLL FREE 1-800-252-1160

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0 20 40
SCALE IN FEET

COTTAGE GROVE MULTI-FAMILY

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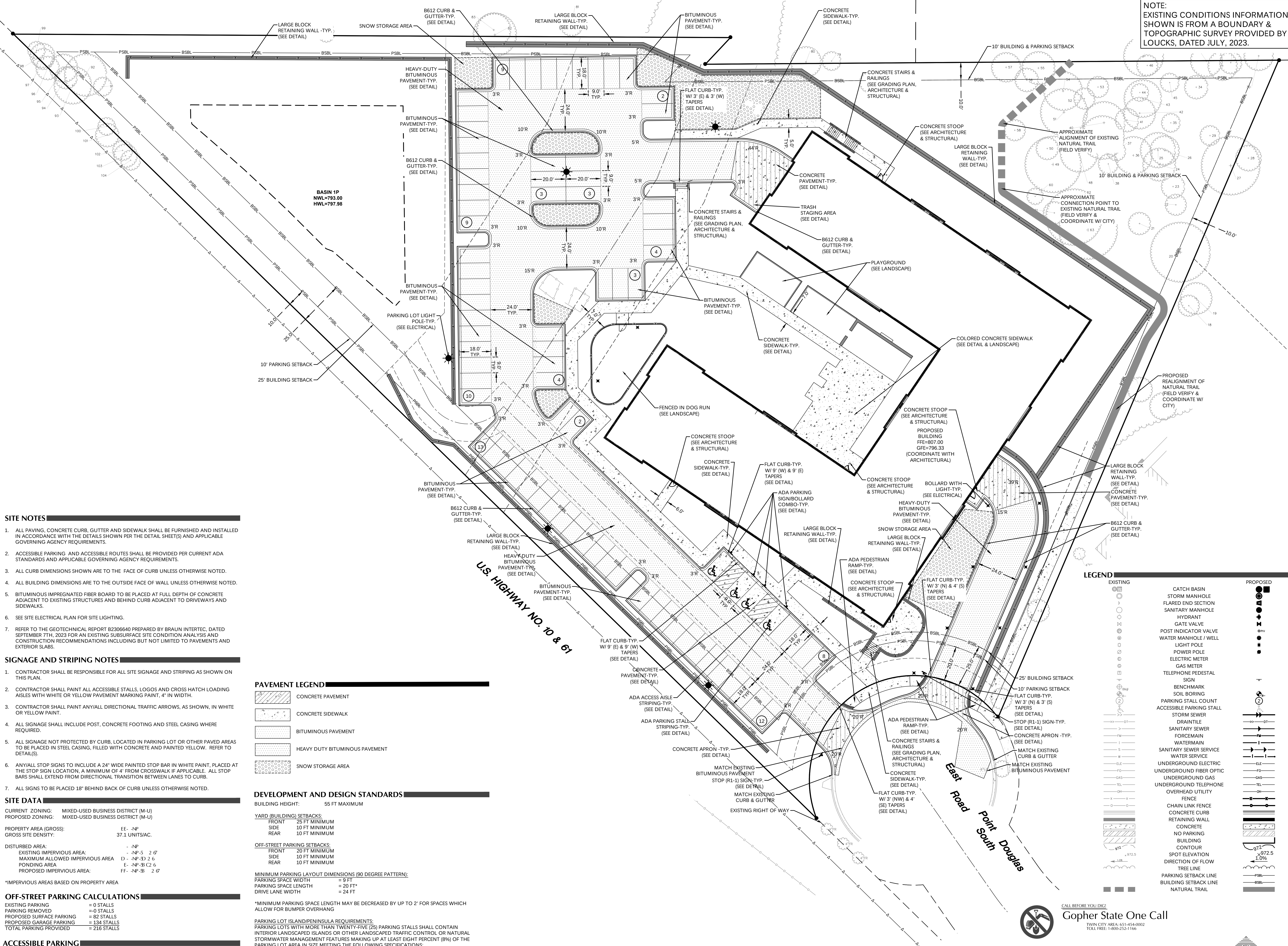
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L5-1 LANDSCAPE DETAILS



SITE NOTES

- ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
- BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
- SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.
- REFER TO THE GEOTECHNICAL REPORT B2306640 PREPARED BY BRAUN INTERTEC, DATED SEPTEMBER 7TH, 2023 FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO PAVEMENTS AND EXTERIOR SLABS.

SIGNAGE AND STRIPING NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE SIGNAGE AND STRIPING AS SHOWN ON THIS PLAN.
- CONTRACTOR SHALL PAINT ALL ACCESSIBLE STALLS, LOGOS AND CROSS HATCH LOADING AISLES WITH WHITE OR YELLOW PAVEMENT MARKING PAINT, 4" IN WIDTH.
- CONTRACTOR SHALL PAINT ANY/ALL DIRECTIONAL TRAFFIC ARROWS, AS SHOWN, IN WHITE OR YELLOW PAINT.
- ALL SIGNAGE SHALL INCLUDE POST, CONCRETE FOOTING AND STEEL CASING WHERE REQUIRED.
- ALL SIGNAGE NOT PROTECTED BY CURB, LOCATED IN PARKING LOT OR OTHER PAVED AREAS TO BE PLACED IN STEEL CASING, FILLED WITH CONCRETE AND PAINTED YELLOW. REFER TO DETAIL(S).
- ANY/ALL STOP SIGNS TO INCLUDE A 24" WIDE PAINTED STOP BAR IN WHITE PAINT, PLACED AT THE STOP SIGN LOCATION, A MINIMUM OF 4' FROM CROSSWALK IF APPLICABLE. ALL STOP BARS SHALL EXTEND FROM DIRECTIONAL TRANSITION BETWEEN LANES TO CURB.
- ALL SIGNS TO BE PLACED 18" BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.

SITE DATA

CURRENT ZONING: MIXED-USED BUSINESS DISTRICT (M-U)
PROPOSED ZONING: MIXED-USED BUSINESS DISTRICT (M-U)
PROPERTY AREA (GROSS): E-E - NP
GROSS SITE DENSITY: 37.1 UNITS/AC.

DISTURBED AREA: - NP
EXISTING IMPERVIOUS AREA: - NP-S 2.7
MAXIMUM ALLOWED IMPERVIOUS AREA: D-D - NP-B 2.6
PONDING AREA: E-E - NP-B 2.6
PROPOSED IMPERVIOUS AREA: FF-F - NP-B 2.7

OFF-STREET PARKING CALCULATIONS

EXISTING PARKING = 0 STALLS
PARKING REMOVED = 0 STALLS
PROPOSED SURFACE ACCESSIBLE PARKING = 82 STALLS
PROPOSED GARAGE PARKING = 124 STALLS
TOTAL PARKING PROVIDED = 216 STALLS

ACCESSIBLE PARKING

EXISTING ACCESSIBLE PARKING: 0 STALLS
REMOVED ACCESSIBLE PARKING: -0 STALLS
PROPOSED SURFACE ACCESSIBLE PARKING: 4 STALLS
PROPOSED GARAGE ACCESSIBLE PARKING: 7 STALLS
TOTAL 11 STALLS

REQUIRED ACCESSIBLE PARKING: 7 STALLS**

**REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 201 TO 300 STALLS

PAVEMENT LEGEND

CONCRETE PAVEMENT
CONCRETE SIDEWALK
BITUMINOUS PAVEMENT
HEAVY DUTY BITUMINOUS PAVEMENT
SNOW STORAGE AREA

DEVELOPMENT AND DESIGN STANDARDS

BUILDING HEIGHT: 55 FT MAXIMUM

YARD (BUILDING) SETBACKS:

FRONT 25 FT MINIMUM
SIDE 10 FT MINIMUM
REAR 10 FT MINIMUM

OFF-STREET PARKING SETBACKS:

FRONT 20 FT MINIMUM
SIDE 10 FT MINIMUM
REAR 10 FT MINIMUM

MINIMUM PARKING LAYOUT DIMENSIONS (90 DEGREE PATTERN):

PARKING SPACE WIDTH = 9 FT
PARKING SPACE LENGTH = 20 FT*
DRIVE LANE WIDTH = 24 FT

*MINIMUM PARKING SPACE LENGTH MAY BE DECREASED BY UP TO 2' FOR SPACES WHICH ALLOW FOR BUMPER OVERHANG

PARKING LOT ISLAND/PENINSULA REQUIREMENTS:

PARKING LOTS WITH MORE THAN TWENTY-FIVE (25) PARKING STALLS SHALL CONTAIN INTERIOR LANDSCAPED ISLANDS OR OTHER LANDSCAPED TRAFFIC CONTROL OR NATURAL STORMWATER MANAGEMENT FEATURES MAKING UP AT LEAST EIGHT PERCENT (8%) OF THE PARKING LOT AREA IN SIZE MEETING THE FOLLOWING SPECIFICATIONS:

- ISLANDS ADJACENT TO SINGLE VEHICLE PERPENDICULAR PARKING ROWS MUST BE A MINIMUM OF FIVE FEET (5') WIDE AND SIXTEEN FEET (16') IN LENGTH. ISLANDS ADJACENT TO DOUBLE VEHICLE PERPENDICULAR PARKING ROWS MUST BE A MINIMUM OF FIVE FEET (5') WIDE AND THIRTY-TWO FEET (32') IN LENGTH.
- ISLANDS MUST BE DEFINED BY CONCRETE CURBING.
- SEE LANDSCAPE FOR PLANTINGS WITHIN ISLANDS/PENINSULAS.

CALL BEFORE YOU DIG!

Gopher State One Call
TWO LINE AREA 631-454-0002
TOLL FREE 1-800-252-1166

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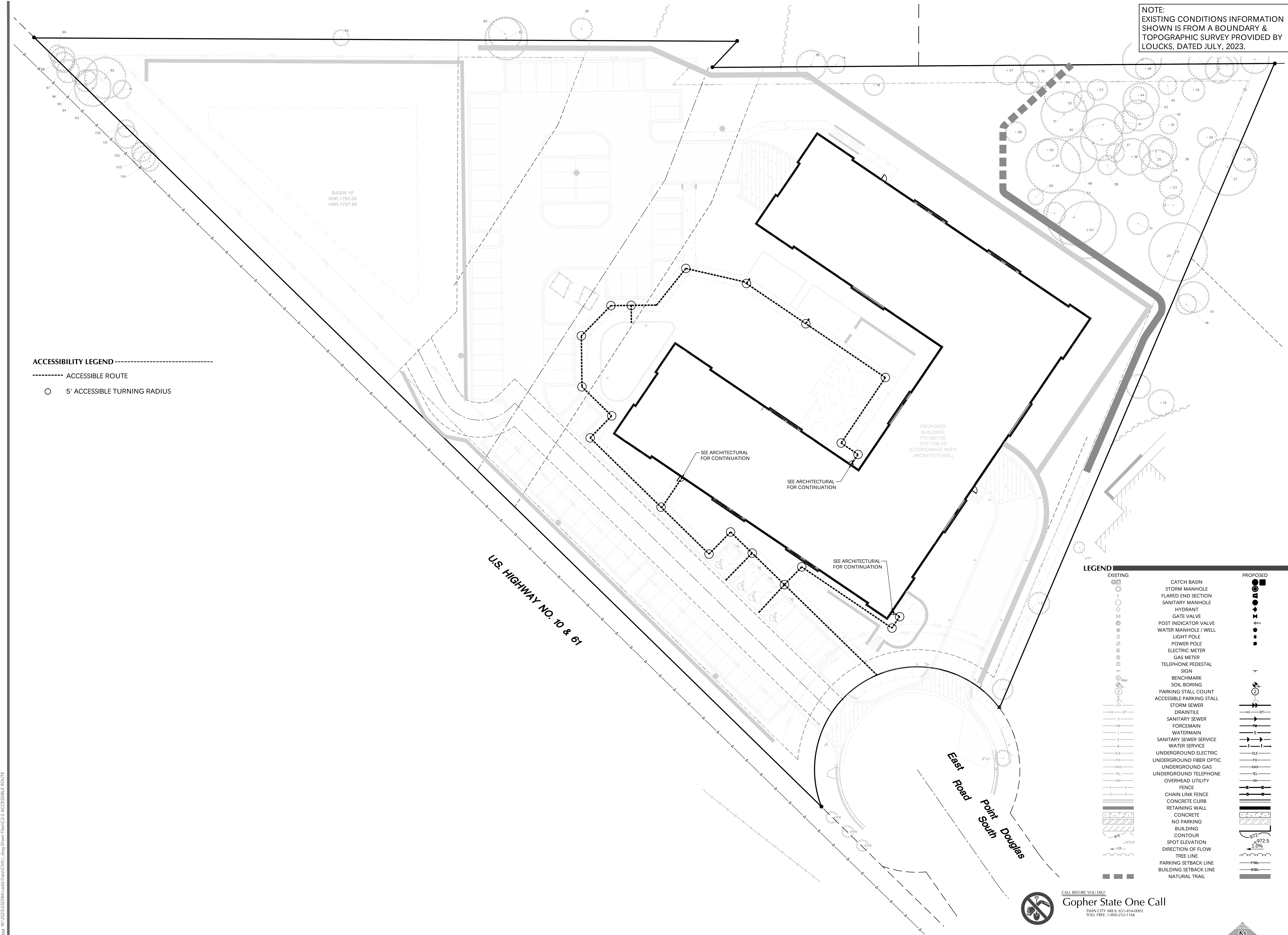
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SITE PLAN

C2-1

Plotted: 11/15/2023 10:52 AM W:\2023\23528A\Cadd\Plan\Civil\Long Sheet Files\C2-2 ACCESSIBLE ROUTE



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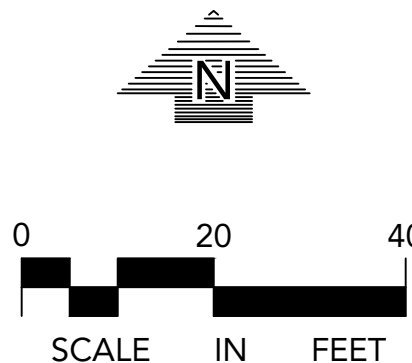
ACCESSIBILITY LEGEND
----- ACCESSIBLE ROUTE
○ 5' ACCESSIBLE TURNING RADIUS

LEGEND	
EXISTING	PROPOSED

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COTTAGE GROVE MULTI-FAMILY

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COTTAGE GROVE, MN 55416

ROERS COMPANIES

2 CARLSON PKWY #400,
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ACCESSIBLE ROUTE

C2-2

The site plan for the Cottage Grove Ladder shows a building with a complex, organic shape. To the left of the building is a parking area with several stalls. A road, labeled 'P100L' and 'P100R', runs along the left and bottom edges of the site. The building has a large, irregularly shaped area in the center, possibly a courtyard or a large room. The plan includes various landscaping elements, including trees and shrubs, indicated by symbols and numbers. A north arrow and a scale bar (0 to 100 feet) are located in the bottom left corner. A legend in the bottom right corner provides details about the building and site features.

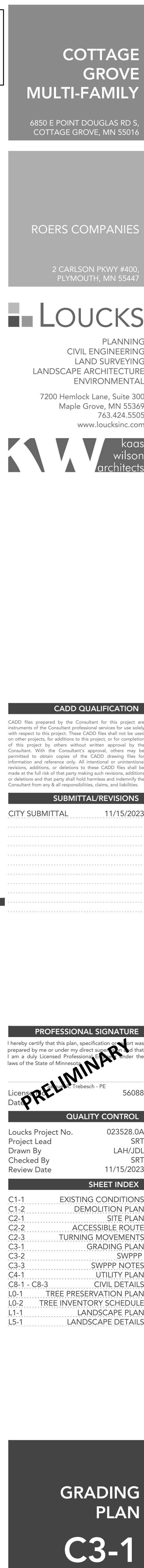
Legend:

- Cottage Grove Ladder
- Overall Length: 46.702ft
- Overall Width: 9.417ft
- Overall Body Height: 12.609ft
- Main Deck Height: 12.609ft
- Max. Truss Width: 6.797ft
- Look-trail width: 9.39ft
- Curb to Curb Turning Radius: 36.530ft

0 50 100
SCALE IN FEET

Rear-Load Garbage Truck
 Overall Length 25' 00"
 Overall Width 10' 00"
 Overall Rear Height 12' 00"
 Min Body Ground Clearance 3' 00"
 Truck Wheel 60" Dia
 Curb to Curb Turning Radius 24' 00"

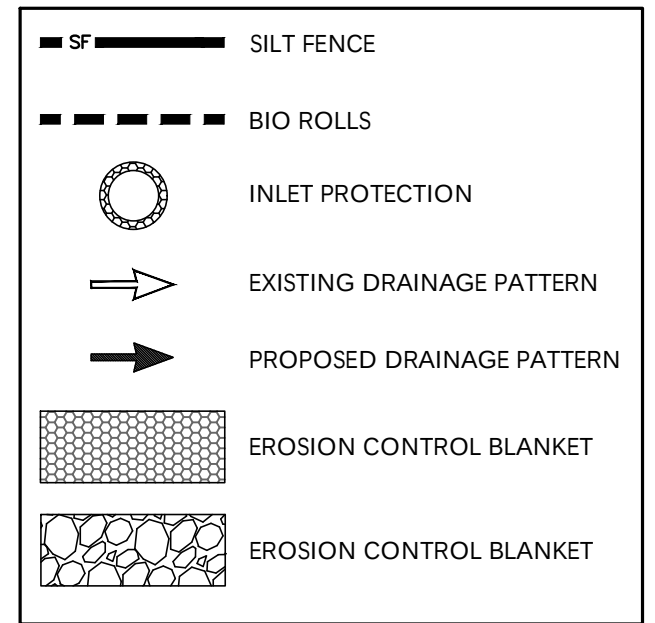
C2-3



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GENERAL NOTES
SEE SHEET C3-3 FOR SWPPP NOTES AND DETAILS.

SWPPP LEGEND



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**COTTAGE
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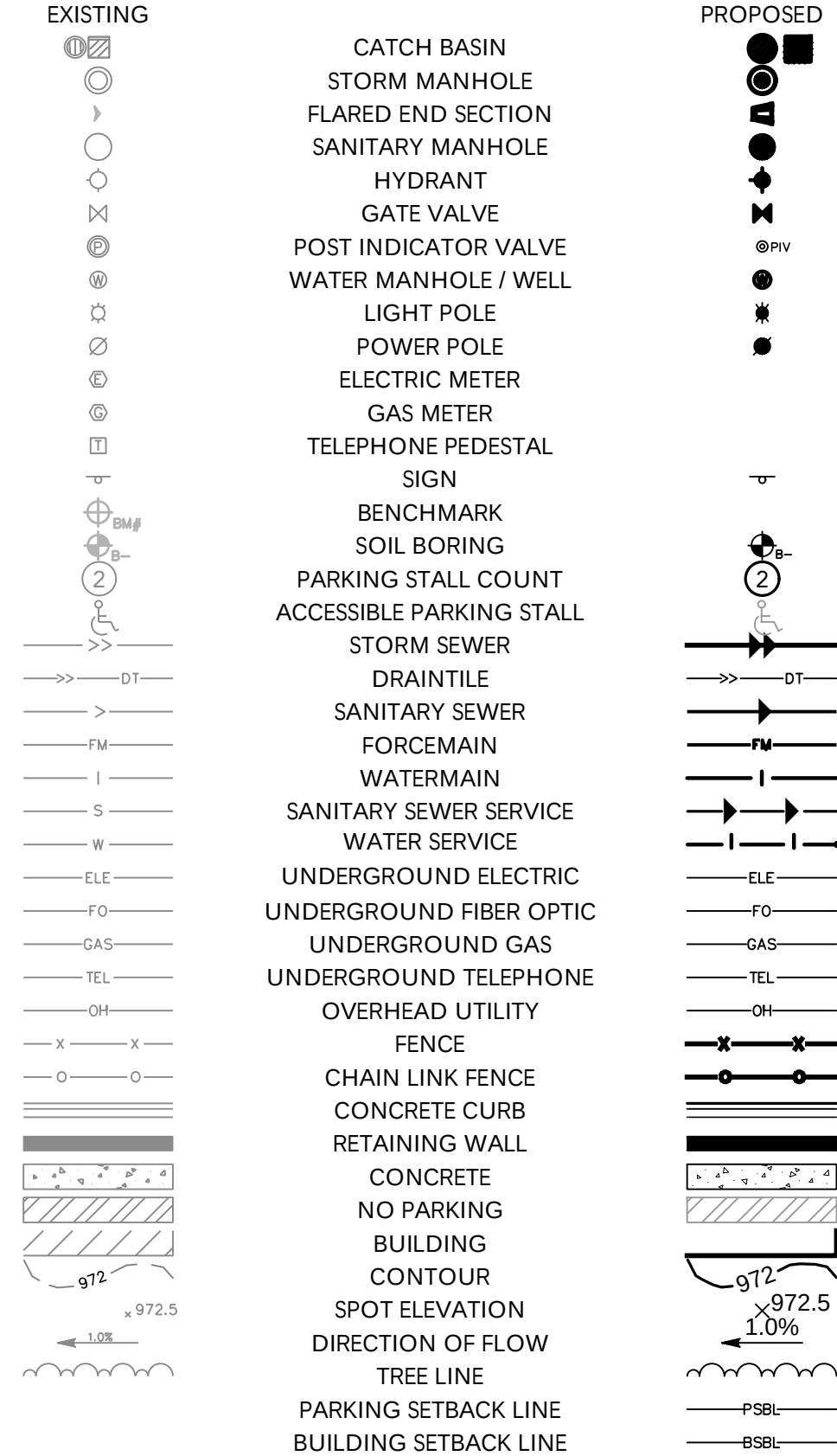
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0 20 40
SCALE IN FEET

SWPPP

C3-2

SWPPP NOTES

- THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A PROPOSED APARTMENT BUILDING, SURFACE PAVEMENTS, UTILITIES, AND STORMWATER MANAGEMENT SYSTEMS.
- THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
 - INSTALL VEHICLE TRACKING BMP (DATE)
 - INSTALL INLET PROTECTION (DATE)
 - INSTALL SILT FENCE AROUND SITE (DATE)
 - CLEAR AND GRUB SITE (DATE)
 - STRIP AND STOCKPILE TOPSOIL (DATE)
 - REMOVE PAVEMENTS AND UTILITIES (DATE)
 - ROUGH GRADE SITE (DATE)
 - IMPORT CLEAN FILL FOR REPLACEMENT AND BALANCE (DATE)
 - INSTALL UTILITIES (DATE)
 - INSTALL BUILDING FOUNDATIONS (DATE)
 - INSTALL CURB AND GUTTER (DATE)
 - INSTALL PAVEMENTS AND WALKS (DATE)
 - FINAL GRADE SITE (DATE)
 - REMOVE ACCUMULATED SEDIMENT FROM STORMWATER SYSTEMS (DATE)
 - SEED AND MULCH (DATE)
 - WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE, INLET PROTECTION, AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.
- SITE DATA:

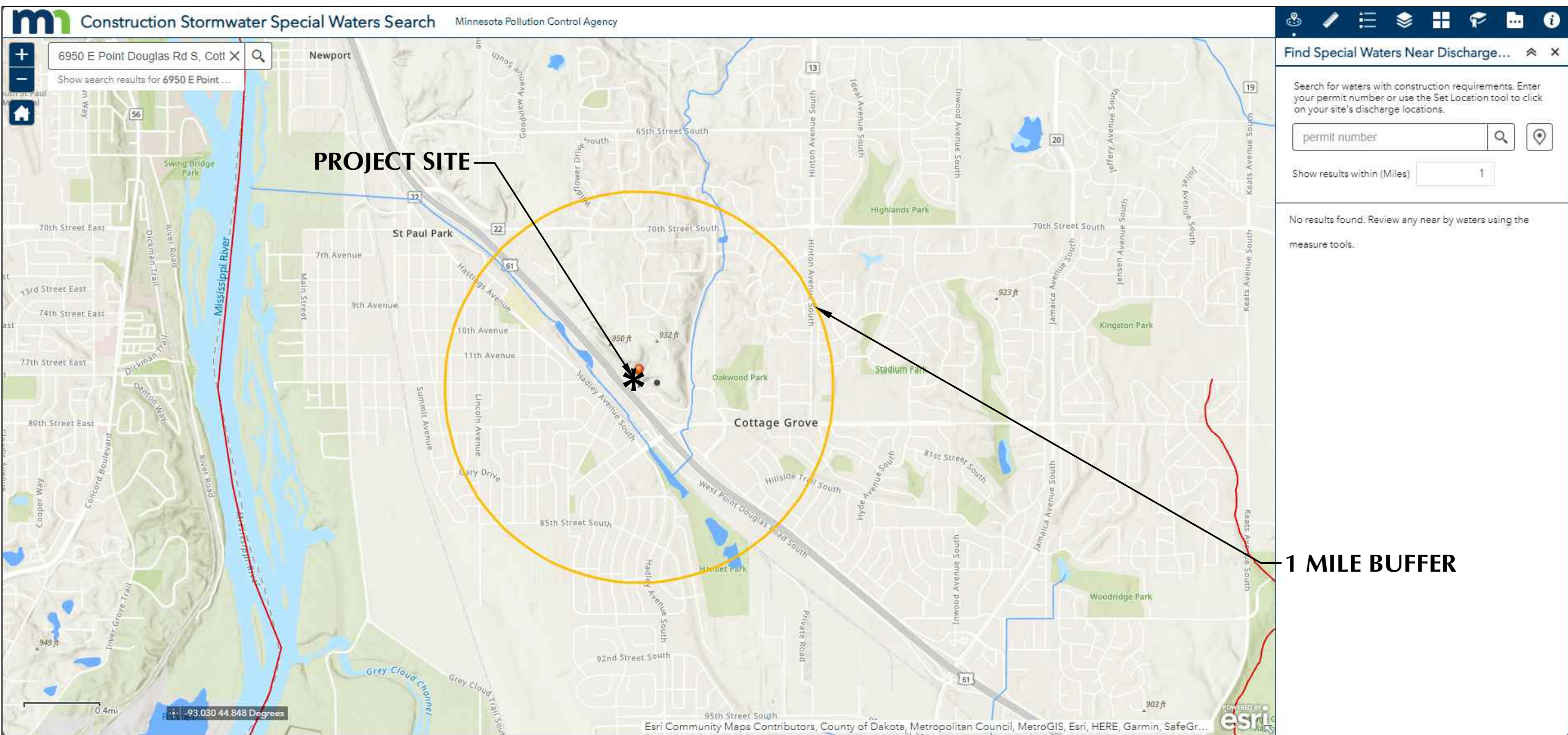
DISTURBED AREA:	3.33 AC
PRE-CONSTRUCTION IMPERVIOUS AREA:	0.00 AC
POST-CONSTRUCTION IMPERVIOUS AREA:	1.99 AC

GENERAL SOIL TYPE: SEE GEOTECHNICAL EVALUATION REPORT BY BRAUN INTERTEC
HYDROLOGY INFORMATION: SEE HYDROLOGY REPORT PREPARED BY LOUCKS
- EROSION AND SEDIMENT CONTROLS WERE DESIGNED TO EFFECTIVELY CONTROL STORMWATER RUNOFF WITHIN THE PROJECT AREAS. EROSION AND SEDIMENT CONTROL HAVE BEEN PROPOSED TO MINIMIZE CHANNEL EROSION AND SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS. FACTORS THAT WERE CONSIDERED INCLUDE PROPOSED IMPERVIOUS AREAS, SLOPE OF IMPERVIOUS SURFACES, STORMWATER INFRASTRUCTURE DISCHARGE POINTS, AND ANNUAL AVERAGE PRECIPITATION DATA FOR THE PROJECT AREA.
- WASHINGTON COUNTY RECEIVES AN AVERAGE OF 32 INCHES OF PRECIPITATION PER YEAR. THE FOLLOWING WASHINGTON COUNTY 24-HOUR STORM EVENTS ARE BASED ON ATLAS 14 RAINFALL DATA:

2-YR	2.80 INCHES
10-YR	4.16 INCHES
100-YR	7.40 INCHES*

*ADJUSTED PER CITY OF COTTAGE GROVE SURFACE WATER MANAGEMENT PLAN)
- SEE "EXHIBIT: PROPOSED DRAINAGE AREAS" FOR SITE MAP WITH DRAINAGE AREA BOUNDARIES.
- THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR SHALL INSTALL RAIN GAUGE ON SITE.
- GROUNDWATER & DEWATERING
 - REFER TO THE GEOTECHNICAL REPORT PREPARED B2306640 BY BRAUN INTERTEC DATED SEPTEMBER 7TH, 2023 FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - FOLLOW LOCAL, STATE, AND FEDERAL REGULATIONS FOR GROUNDWATER PUMPING AND OBTAIN ALL NECESSARY PERMITS. A WATER USE PERMIT FROM THE DNR IS REQUIRED WHEN WITHDRAWING MORE THAN 10,000 GALLONS OF WATER PER DAY OR 1 MILLION GALLONS PER YEAR.
 - DISPERSE DISCHARGE USING APPROPRIATE ENERGY DISSIPATION MEASURES.
 - BMPs SHALL BE USED TO PREVENT TURBID OR SEDIMENT LADEN WATERS FROM LEAVING SITE. DEWATERING SHALL NOT CAUSE NUISANCE CONDITIONS INCLUDING BUT NOT LIMITED TO EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS THAT CAUSES SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.
- REFER TO THE GEOTECHNICAL REPORT B2306640 PREPARED BY BRAUN INTERTEC DATED SEPTEMBER 7TH, 2023 FOR INFORMATION AND RECOMMENDATIONS RELATED TO SOIL CONTAMINATION.
- ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE.
- ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.
- ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.
- SOIL COMPACTION SHALL BE MINIMIZED DURING CONSTRUCTION.
- TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX. CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.
- SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED ON ALL DOWNGRAIDENT PERIMETERS AND UPGRAIDENT OF ANY BUFFER ZONES.
- SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.
- SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- NO VEHICLE WASHING ALLOWED ON SITE.
- NO ENGINE DEGREASING IS ALLOWED ON SITE.
- THE OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR IS RESPONSIBLE FOR COMPLIANCE WITH SECTIONS 3, 4, 6-22, 24 AND APPLICABLE REQUIREMENTS FOR CONSTRUCTION ACTIVITY IN SECTION 23.
- TERMINATION OF COVERAGE-PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOT WITHIN 30 DAYS AFTER THE FOLLOWING CONDITIONS HAVE BEEN MET:
 - PERMIT TERMINATION CONDITIONS, PER NPDES PERMIT SECTION 13.1 HAVE BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
 - PERMANENT UNIFORM PERENNIAL VEGETATIVE COVER MUST BE ESTABLISHED AT 70% DENSITY OF ITS EXPECTED FINAL GROWTH.
 - THE PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
 - ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs MUST BE REMOVED.
 - CLEAN OUT SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS (RETURN TO DESIGN CAPACITY).
- INSPECTIONS
 - INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.
 - EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOUR RAIN EVENT.
 - STABILIZED AREAS: ONCE EVERY 30 DAYS
 - FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.
 - INSPECTION AND MAINTENANCE RECORDS MUST BE RETAINED FOR 3 YEARS AFTER FILING OF THE NOTICE OF TERMINATION AND MUST INCLUDE: DATE AND TIME OF ACTION, NAME OF PERSON(S) CONDUCTING WORK, FINDING OF INSPECTIONS AND RECOMMENDATIONS FOR CORRECTIVE ACTION, DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD.
 - OBSERVE ANY DISCHARGE OCCURRING ONSITE AND DOCUMENT CORRECTIVE ACTIONS TAKEN. DISCHARGE SHOULD BE DESCRIBED AND PHOTOGRAPHED.
- MINIMUM MAINTENANCE
 - ALL NON-FUNCTIONAL BMPs MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPs BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW.
 - REPAIR, REPLACE, OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES ½ THE HEIGHT OF THE DEVICE.
 - SEDIMENT BASINS DRAINED AND SEDIMENT REMOVED WHEN REACHES 1/2 STORAGE VOLUME.
 - SEDIMENT REMOVED FROM SURFACE WATERS WITHIN 7 (SEVEN) CALENDAR DAYS OF DISCOVERY.
 - CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITHIN 1 (ONE) CALENDAR DAY.
 - PROVIDE COPIES OF EROSION INSPECTION RESULTS TO CITY ENGINEER FOR ALL EVENTS GREATER THAN ½" IN 24 HOURS.
- THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION ACTIVITY BY THE PERMITTEE(S) WHO HAVE OPERATIONAL CONTROL OF THE SITE.
- OWNER MUST KEEP RECORDS OF ALL PERMITS REQUIRED FOR THE PROJECT. THE SWPPP, ALL INSPECTIONS AND MAINTENANCE, PERMANENT OPERATION AND MAINTENANCE AGREEMENTS, AND REQUIRED CALCULATIONS FOR TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS. THESE RECORDS MUST BE RETAINED FOR THREE YEARS AFTER FILING NPDES NOTICE OF TERMINATION.
- SWPPP MUST BE AMENDED WHEN:
 - THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE
 - INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS
 - THE BMP'S IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.
- CONCRETE WASHOUT AREA
 - THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
 - ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY.
- IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.
- PIPE OULETTES MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- FINAL STABILIZATION
FINAL STABILIZATION REQUIRES THAT ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND THAT DISTURBED AREAS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH 70% OF THE EXPECTED FINAL DENSITY, AND THAT ALL PERMANENT PAVEMENTS HAVE BEEN INSTALLED. ALL TEMPORARY BMP'S SHALL BE REMOVED, DITCHES STABILIZED, AND SEDIMENT SHALL BE REMOVED FROM PERMANENT CONVEYANCES AND SEDIMENTATION BASINS IN ORDER TO RETURN THE POND TO DESIGN CAPACITY.
- RESPONSIBILITIES
 - THE OWNER MUST IDENTIFY A PERSON WHO WILL OVERSEE THE SWPPP IMPLEMENTATION AND THE PERSON RESPONSIBLE FOR INSPECTION AND MAINTENANCE:
CONTACT: XXX
COMPANY: XXX
PHONE: XXX
 - THE OWNER MUST IDENTIFY THE A PERSON WHO WILL BE RESPONSIBLE FOR LONG TERM OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM:
CONTACT: XXX
COMPANY: XXX
PHONE: XXX
- THE WATERSHED DISTRICT OR THE CITY MAY HAVE REQUIREMENTS FOR INSPECTIONS OR AS-BUILT DRAWINGS VERIFYING PROPER CONSTRUCTION OF THE BMPs.
- EROSION CONTROL DEVICES CANNOT BE REMOVED UNTIL THE WATERSHED DISTRICT HAS DETERMINED THE SITE HAS BEEN PERMANENTLY RESTABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.

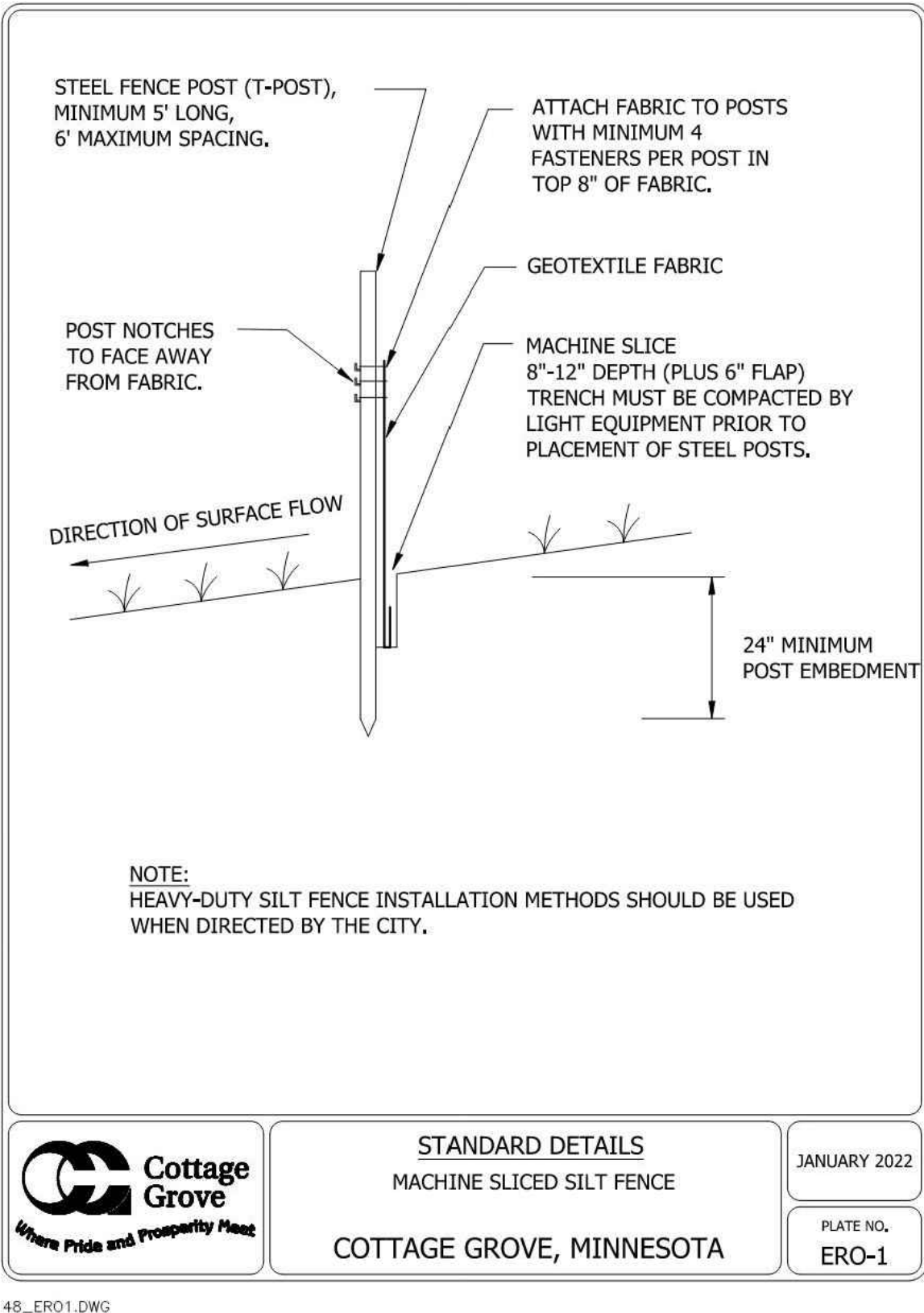
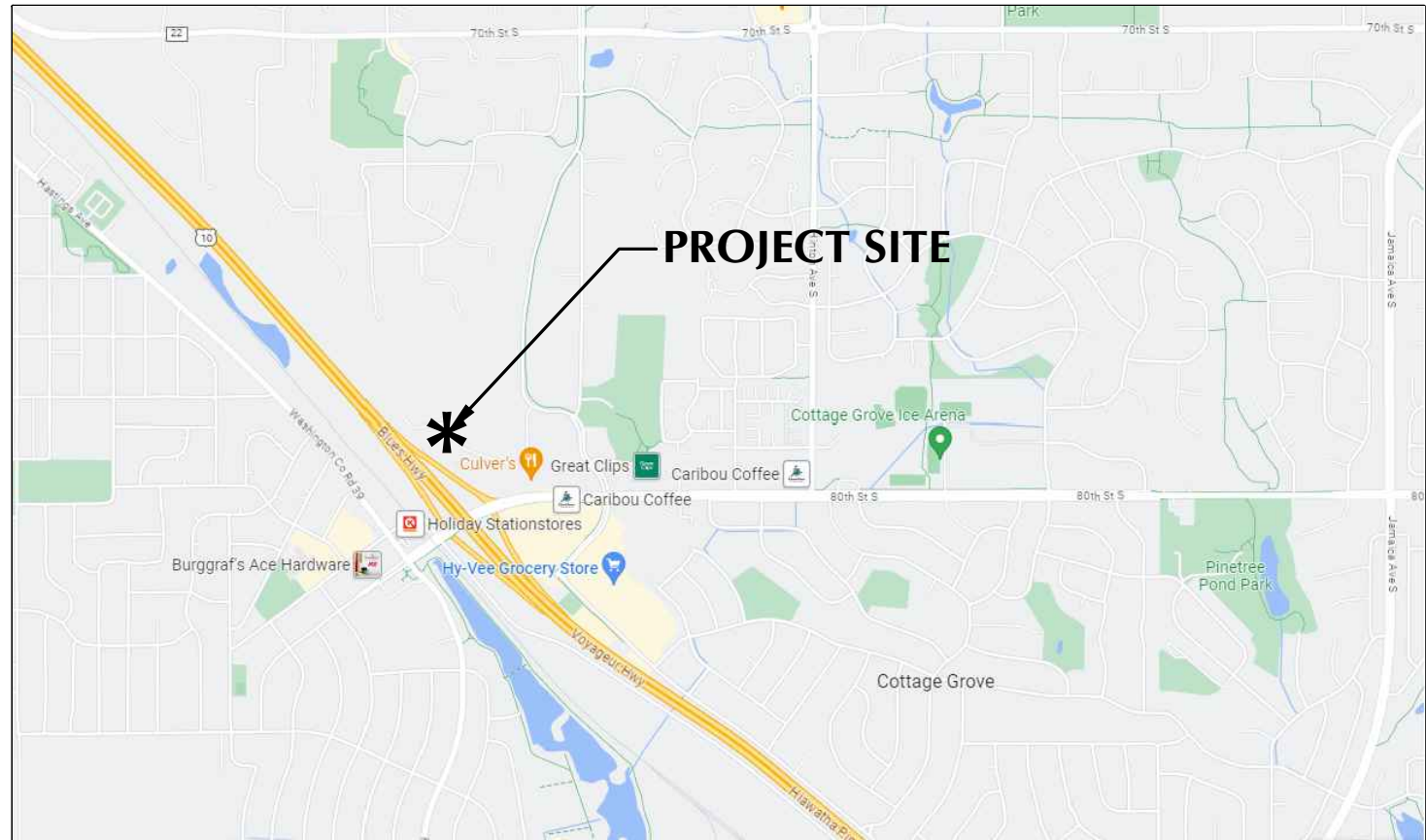
CONSTRUCTION STORMWATER SPECIAL WATERS SEARCH MAP



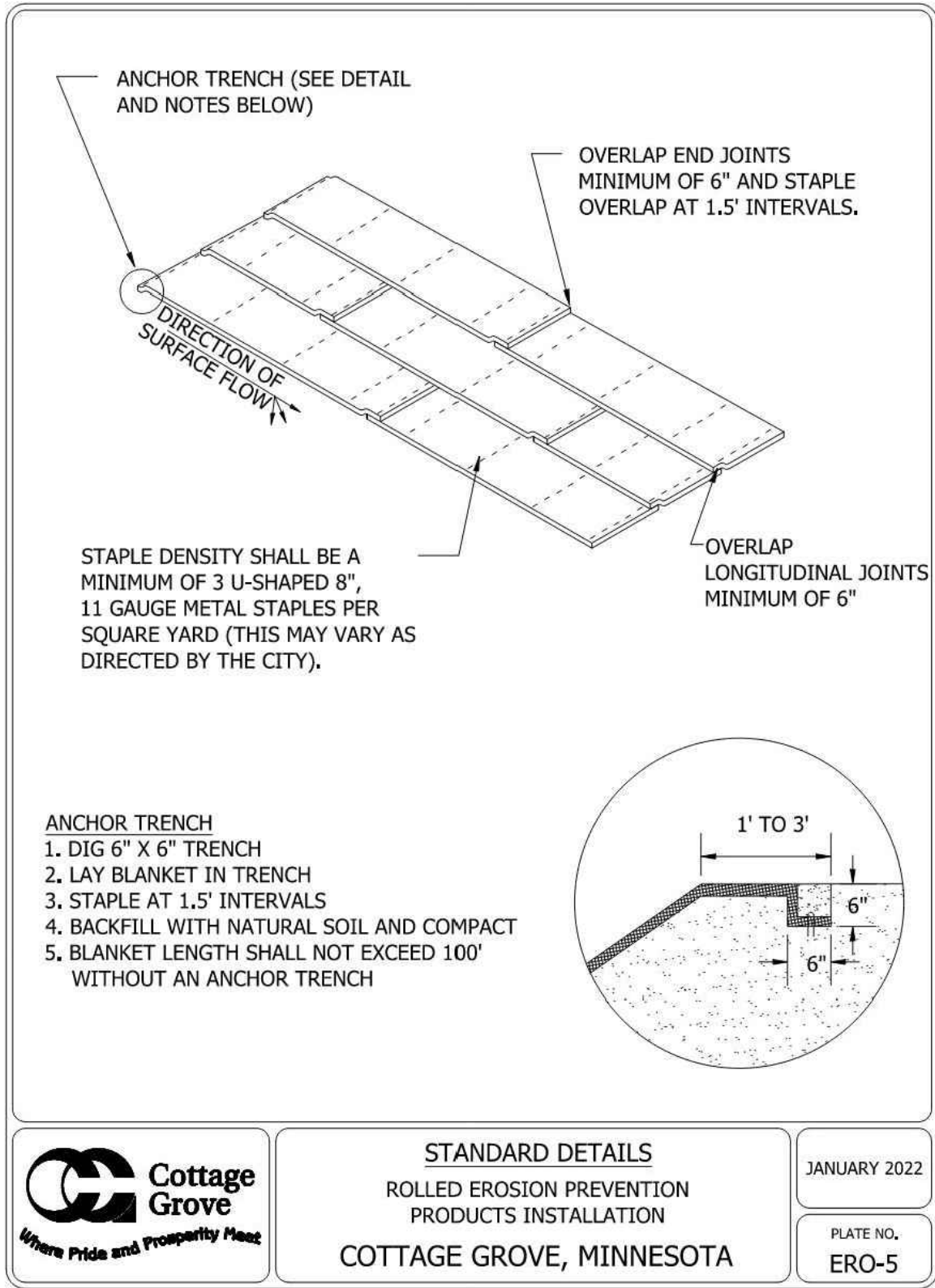
ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	2
PREFABRICATED CONCRETE WASHOUT	EA	NOT ALLOWED
SILT FENCE (STANDARD)	LF	9 D
EROSION CONTROL BLANKET	SY	9B F
INLET PROTECTION	EA	13
TRENCH DRAIN INLET PROTECTION	EA	2
BIOROLL	LF	N/A

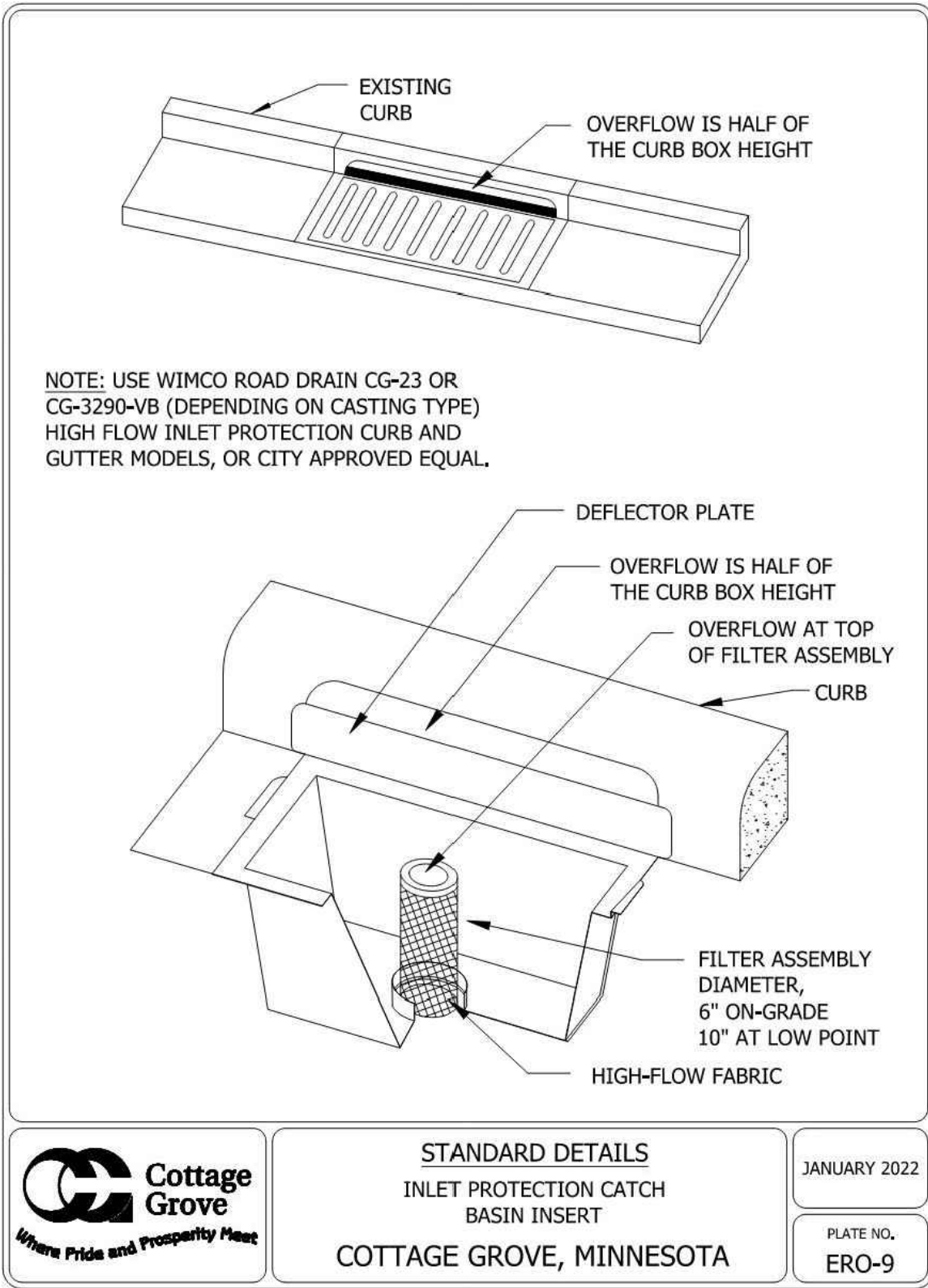
SITE VICINITY MAP



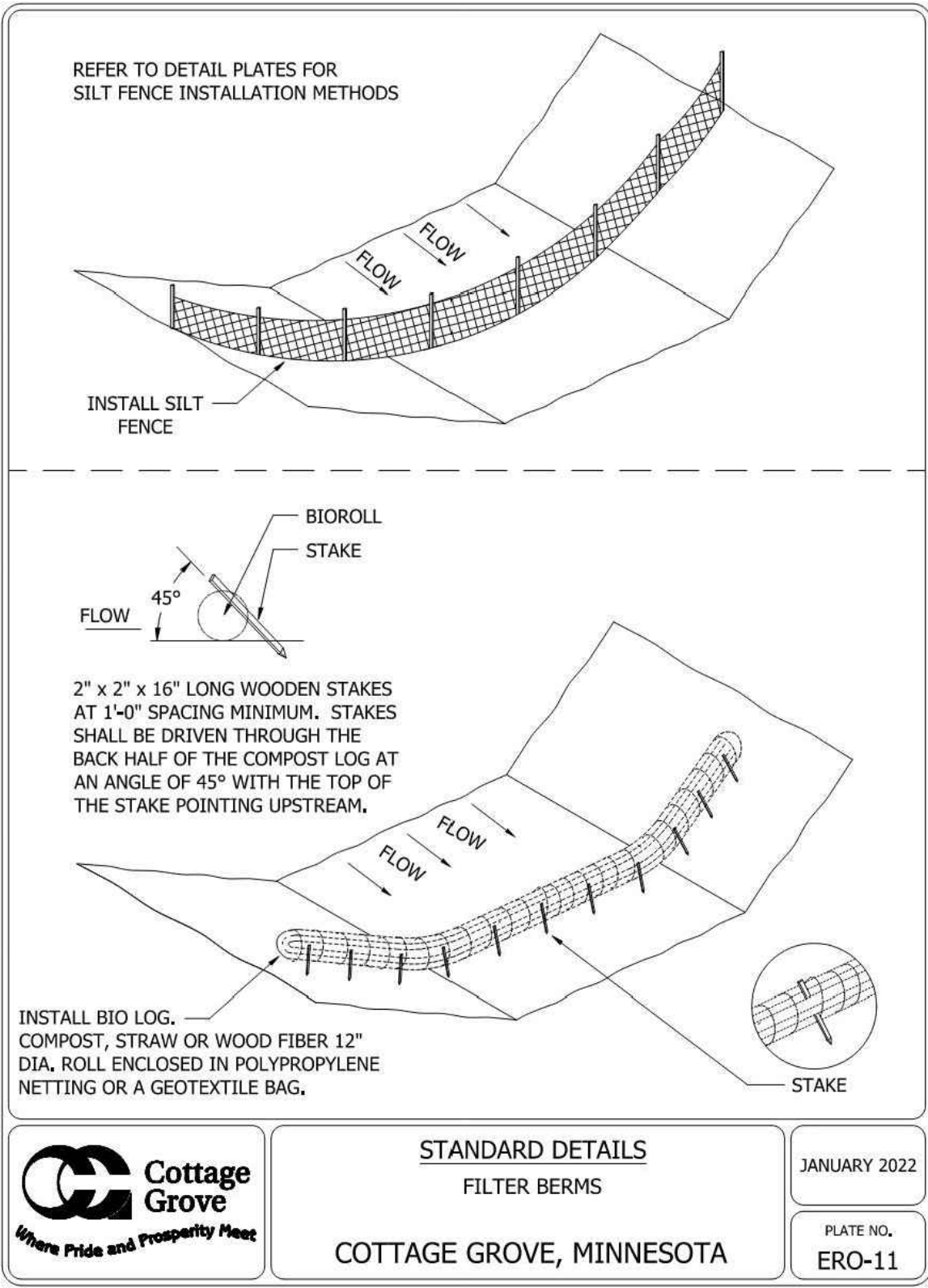
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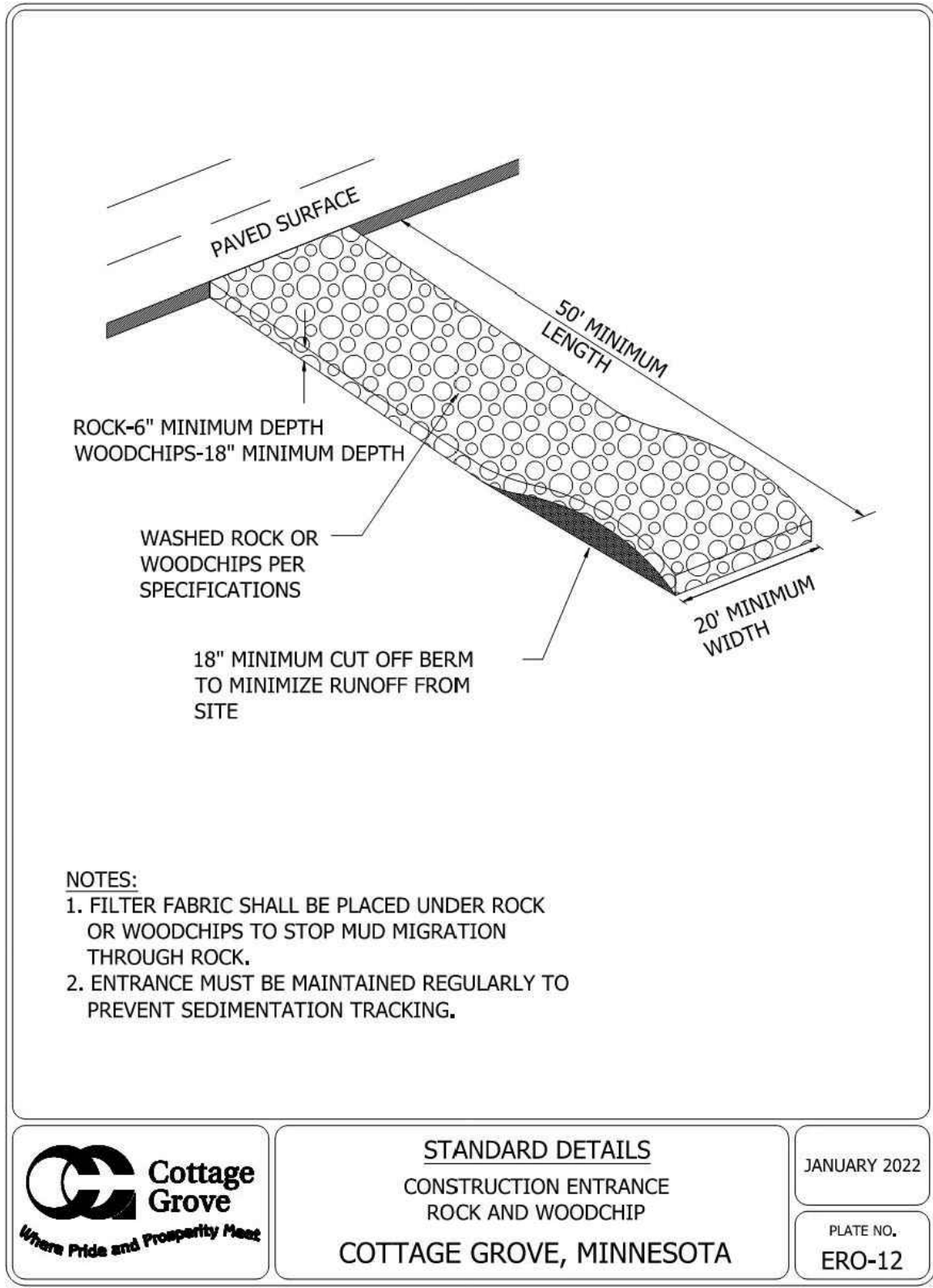
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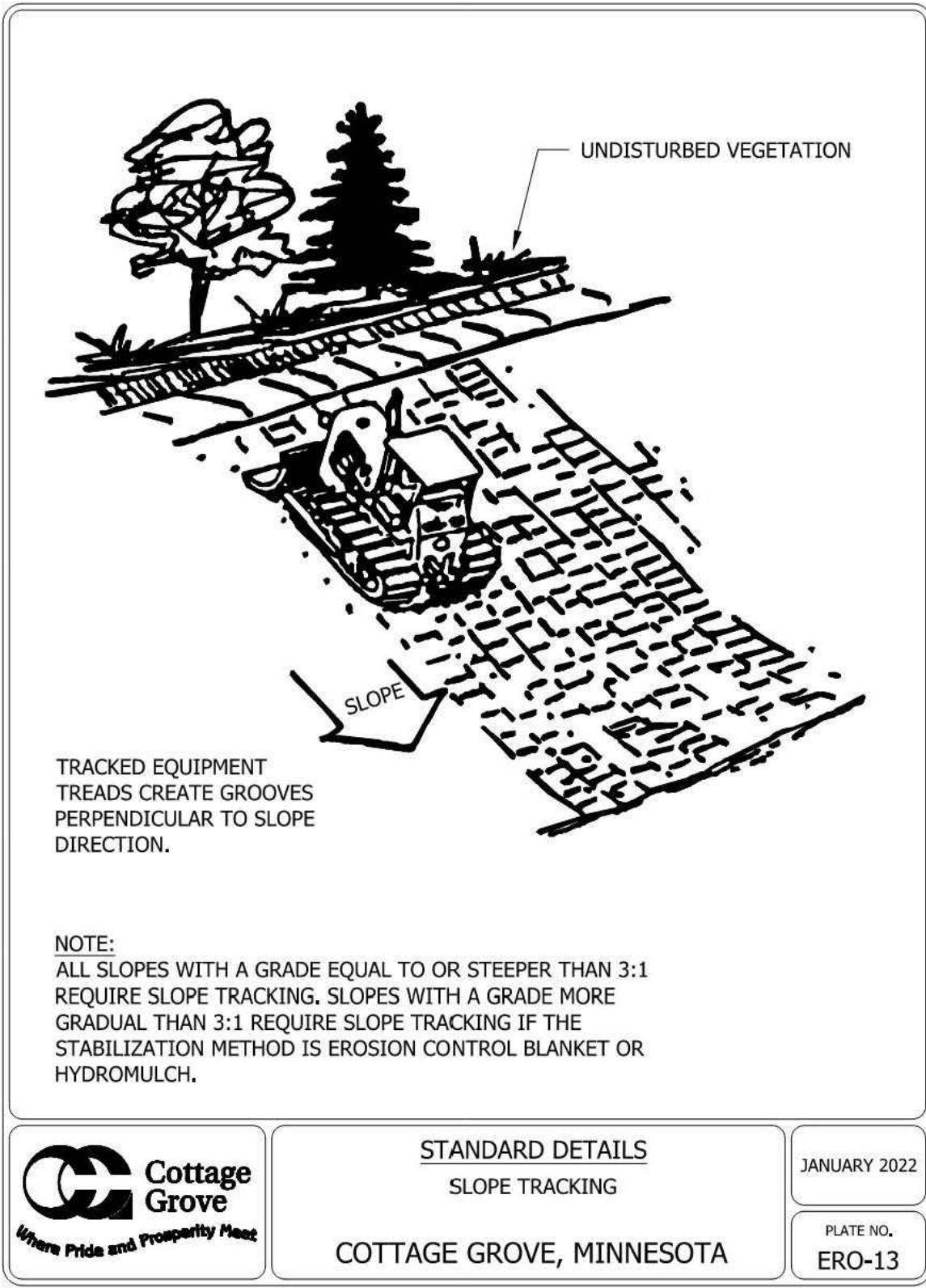
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CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project for others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intellectual or proprietary rights, additions, or deletions to these CADD files shall be made at the risk of the user. The user shall be responsible for the accuracy and the use of the files and shall not be held responsible for the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

CITY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

License No. 56088

QUALITY CONTROL

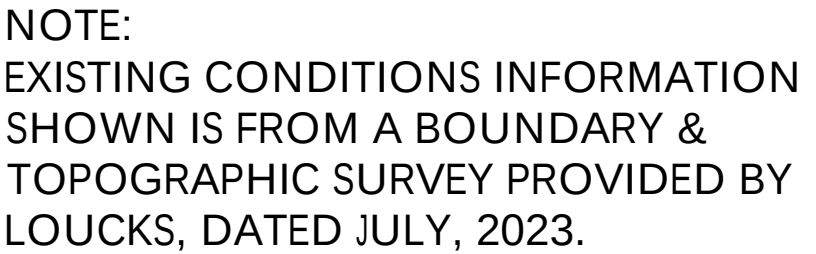
Loecks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

SHEET INDEX

C1-1 EXISTING CONDITIONS
C1-2 DEMOLITION PLAN
C2-1 SITE PLAN
C2-2 ACCESSIBLE ROUTE
C2-3 TURNING MOVEMENTS
C3-1 GRADING PLAN
C3-2 SWPPP
C3-3 SWPPP NOTES
C4-1 UTILITY PLAN
C8-1: C8-3 CIVIL DETAILS
L0-1 TREE PRESERVATION PLAN
L0-2 TREE INVENTORY SCHEDULE
L1-1 LANDSCAPE PLAN
L5-1 LANDSCAPE DETAILS

SWPPP NOTES

C3-3



AS-BUILT NOTES

GRADATIONS ARE TO BE SUBMITTED FOR APPROVAL PRIOR TO IMPORT.
CONSTRUCTION SCHEDULE SHALL BE COMMUNICATED 14 DAYS PRIOR TO
CONSTRUCTION OF ITEMS BELOW.

1. CLAY GRADATION FOR LINER SHALL BE VERIFIED BEFORE IMPORTING TO THE SITE. CLAY SHALL HAVE A PLASTICITY INDEX (PI) OF 12. MINIMUM FINES OF 60% AND HYDRAULIC CONDUCTIVITY OF 1×10^{-6} CM/SEC.
2. GRANULAR FILTRATION MATERIAL GRADATION SHALL BE VERIFIED BEFORE IMPORTING TO THE SITE.

CONTRACTOR TO ENSURE AS-BUILT INFORMATION FOR THE FOLLOWING ITEMS IS OBTAINED DURING CONSTRUCTION:

3. POND SUB-CUT ELEVATION & VOLUME PRIOR TO INSTALLATION OF CLAY LINE

4. POND ELEVATION & VOLUME AFTER INSTALLATION OF CLAY LINER.
5. DRAINTILE INVERT IN FILTRATION BENCH.
6. DRAINTILE INVERT IN OUTLET CONTROL STRUCTURE.
7. OUTLET CONTROL STRUCTURE INVERTS AND WEIR WALL ELEVATION

SANITARY SEWER & WATERMAIN NOTES

1. ALL SANITARY SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITY SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), CURRENT EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL CONNECTIONS SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SITE UTILITY SERVICES SHALL TERMINATE 5' FROM THE EXTERIOR BUILDING WALL UNLESS OTHERWISE NOTED. THE SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND MECHANICAL ENGINEER TO DETERMINE THE RESPONSIBILITY OF BRINGING THE SERVICES INTO THE BUILDING, INSPECTIONS AND TESTING PER APPLICABLE GOVERNING AGENCIES.
5. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATERMAIN AND STORM SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
6. PER MINNESOTA DEPARTMENT OF LABOR & INDUSTRY REQUIREMENTS, A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FROM WATERMAIN TO ANY MANHOLE, SEPTIC SYSTEM, CATCH BASIN, SEWER PIPE, OR OTHER SOURCE OF CONTAMINATION, MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE UNLESS OTHERWISE SHOWN.
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF SANITARY STRUCTURE(S) AND UNDERGROUND SYSTEM(S) FOR ENGINEER'S REVIEW.
8. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
9. HYDRANT USE: CONTRACTOR IS RESPONSIBLE TO NOTIFY PUBLIC UTILITIES DEPARTMENT WHEN THEY NEED TO USE A HYDRANT; ONLY PRE-AUTHORIZED HYDRANTS WILL BE USED. HYDRANTS TO BE OPERATED ONLY WITH PROPER EQUIPMENT SUCH AS A HYDRANT NUT WRENCH, NOT A PIPE WRENCH. HYDRANT METER IS AVAILABLE FOR PUBLIC UTILITIES DEPARTMENT. ANY TRUCK, ETC. EXCEEDING 10,000 GPM HYDRANT FLOW MUST BE METERED. MUST HAVE PHYSICAL BREAK OR BACK-FLOW PREVENTER APPROVED BY PUBLIC UTILITIES DEPARTMENT. ALSO APPLIES TO SUBCONTRACTORS.
10. OPERATING VALVES FOR TURNING WATER MAIN ON/OFF: PUBLIC UTILITIES DEPARTMENT WILL OPERATE ALL VALVES AND ALL WATER MAINS (PUBLIC AND PRIVATE). CONTRACTOR SHALL GIVE AT LEAST 24 HOURS NOTICE TO HAVE WATER SHUT OFF AND SHALL NOTIFY IN WRITING, ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS IN ADVANCE BEFORE SHUT OFF; ATTACH TO DOOR, ETC., NOT IN MAILBOXES.
11. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW PREVENTER. CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
12. REFER TO GEOTECHNICAL EVALUATION REPORT (REFR B2306640), DATED SEPTEMBER 7, 2023 AS PREPARED BY BRAUN INTERTEC, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - A. REUSE OF ON-SITE SOILS
 - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION Dewatering.
 - C. SITE GRADING AND SUBGRADE PREPARATION.
 - D. PAVEMENTS AND EXTERIOR SURFACES.
 - E. TRENCH EXCAVATION AND BACKFILL.
 - F. EXTERIOR UTILITY SUPPORTS.
 - G. FROST PROTECTION.
13. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF CONSTRUCTED UTILITIES (RECOMMENDED PRIOR TO BACKFILLING) PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
14. ALL UNUSED UTILITY SERVICES SHALL BE ABANDONED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
15. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY PERMITS FROM THE APPLICABLE GOVERNING AGENCIES.

STORM SEWER NOTES

1. ALL STORM SEWER SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), CURRENT EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS, THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEERS MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SITE UTILITY SERVICES SHALL TERMINATE 5' FROM THE EXTERIOR BUILDING WALL UNLESS OTHERWISE NOTED. THE SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND MECHANICAL ENGINEER TO DETERMINE THE RESPONSIBILITY OF BRINGING THE SERVICE(S) INTO THE BUILDING, INSPECTIONS AND TESTING PER APPLICABLE GOVERNING AGENCIES.
5. PER MINNESOTA DEPARTMENT OF LABOR & INDUSTRY REQUIREMENTS, A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FROM WATERMAIN TO ANY MANHOLE, SEWER SYSTEM, CATCH BASIN, SEWER PIPE, OR OTHER SOURCE OF CONTAMINATION, MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE UNLESS OTHERWISE SHOWN.
6. ALL STORM SEWER DOWNSPOUT COLLECTION PIPES AND WYES SHALL BE PVC (SCHEDULE 40).
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF STORM STRUCTURE(S) AND UNDERGROUND SYSTEM(S) FOR ENGINEER'S REVIEW.
8. CONTRACTOR TO VERIFY UNDERLYING SOILS BENEATH ALL STORMWATER FACILITIES, AND PROVIDE DOCUMENTATION TO THE ENGINEER, PRIOR TO CONSTRUCTION OF THE FACILITIES.
9. ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDING WITH MINNESOTA RULES, PART 4714.
10. REFER TO GEOTECHNICAL EVALUATION REPORT (REPORT #23066040), DATED SEPTEMBER 7, 2023 AS PREPARED BY BRAUN INTERTEC, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - A. REUSE OF ON-SITE SOILS
 - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - C. SITE GRADING AND SUBGRADE PREPARATION.
 - D. PAVEMENTS AND EXTERIOR SLABS.
 - E. TRENCH EXCAVATION AND BACKFILL.
 - F. EXTERIOR UTILITY SUPPORTS.
 - G. FROST PROTECTION.
12. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF CONSTRUCTED STORMWATER MANAGEMENT SYSTEMS & ASSOCIATED INFRASTRUCTURE (RECOMMENDED PRIOR TO BACKFILLING) PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
13. ALL UNUSED UTILITY SERVICES SHALL BE ABANDONED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
14. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY PERMITS FROM THE APPLICABLE GOVERNING AGENCIES.

LEGEND

EXISTING		PROPOSED
	CATCH BASIN	
	STORM MANHOLE	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
	SIGN	
	BENCHMARK	
	SOIL BORING	
	PARKING STALL COUNT	
	ACCESSIBLE PARKING STALL	
	STORM SEWER	
	DRAINLINE	
	SANITARY SEWER	
	FORCEMAIN	
	WATERMAIN	
	SANITARY SEWER SERVICE	
	WATER SERVICE	
	UNDERGROUND ELECTRIC	
	UNDERGROUND FIBER OPTIC	
	UNDERGROUND GAS	
	UNDERGROUND TELEPHONE	
	OVERHEAD UTILITY	
	FENCE	
	CHAIN LINK FENCE	
	CONCRETE CURB	
	RETAINING WALL	
	CONCRETE	
	NO PARKING	
	BUILDING	
	CONTOUR	
	SPOT ELEVATION	
	DIRECTION OF FLOW	
	TREE LINE	
	PARKING SETBACK LINE	
	BUILDING SETBACK LINE	

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166



WARNING:

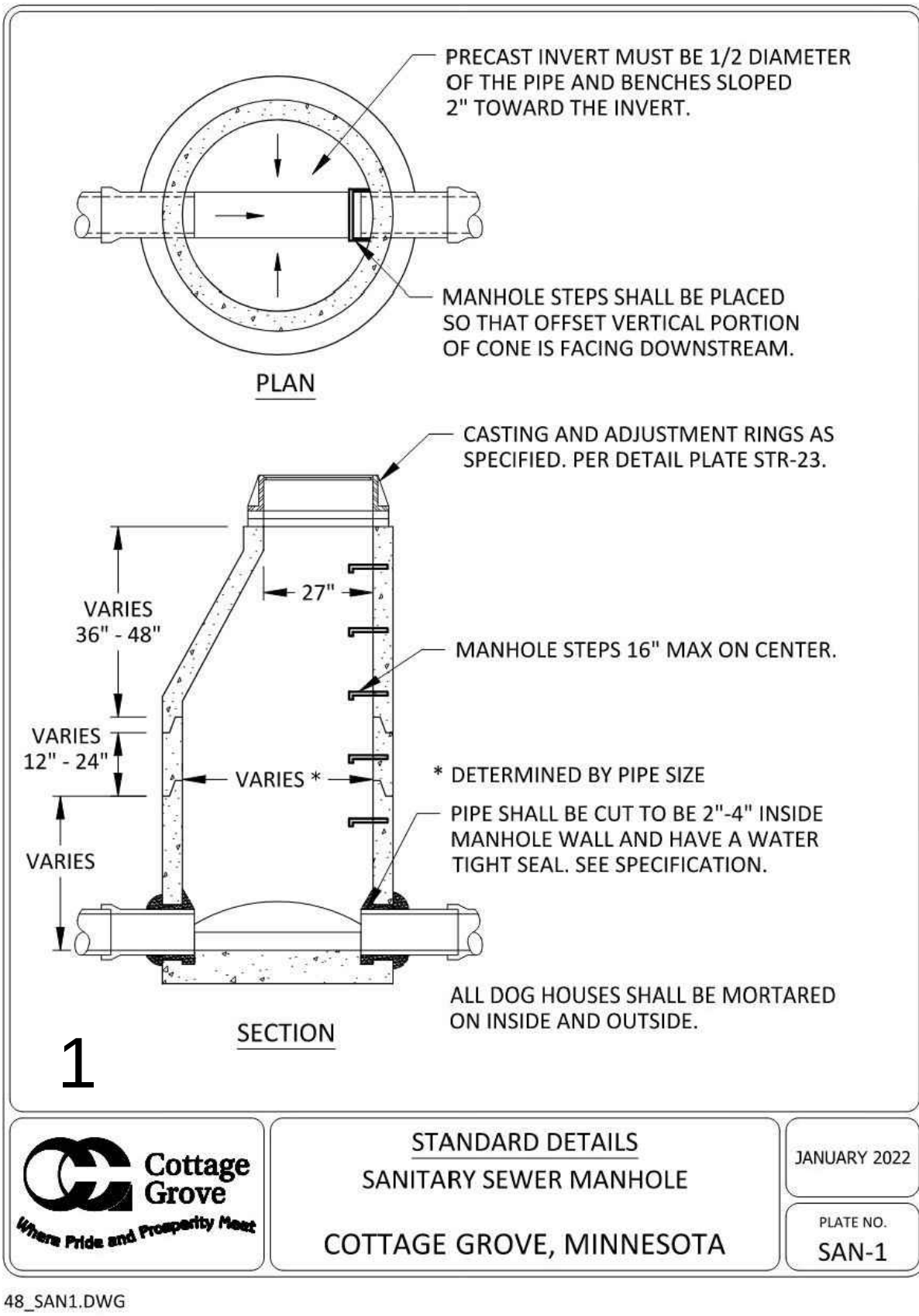
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THE CONTRACTOR SHALL CONTACT GOPHER STATE
LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS
CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER
DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE
DURING CONSTRUCTION AT NO COST TO THE OWNER.

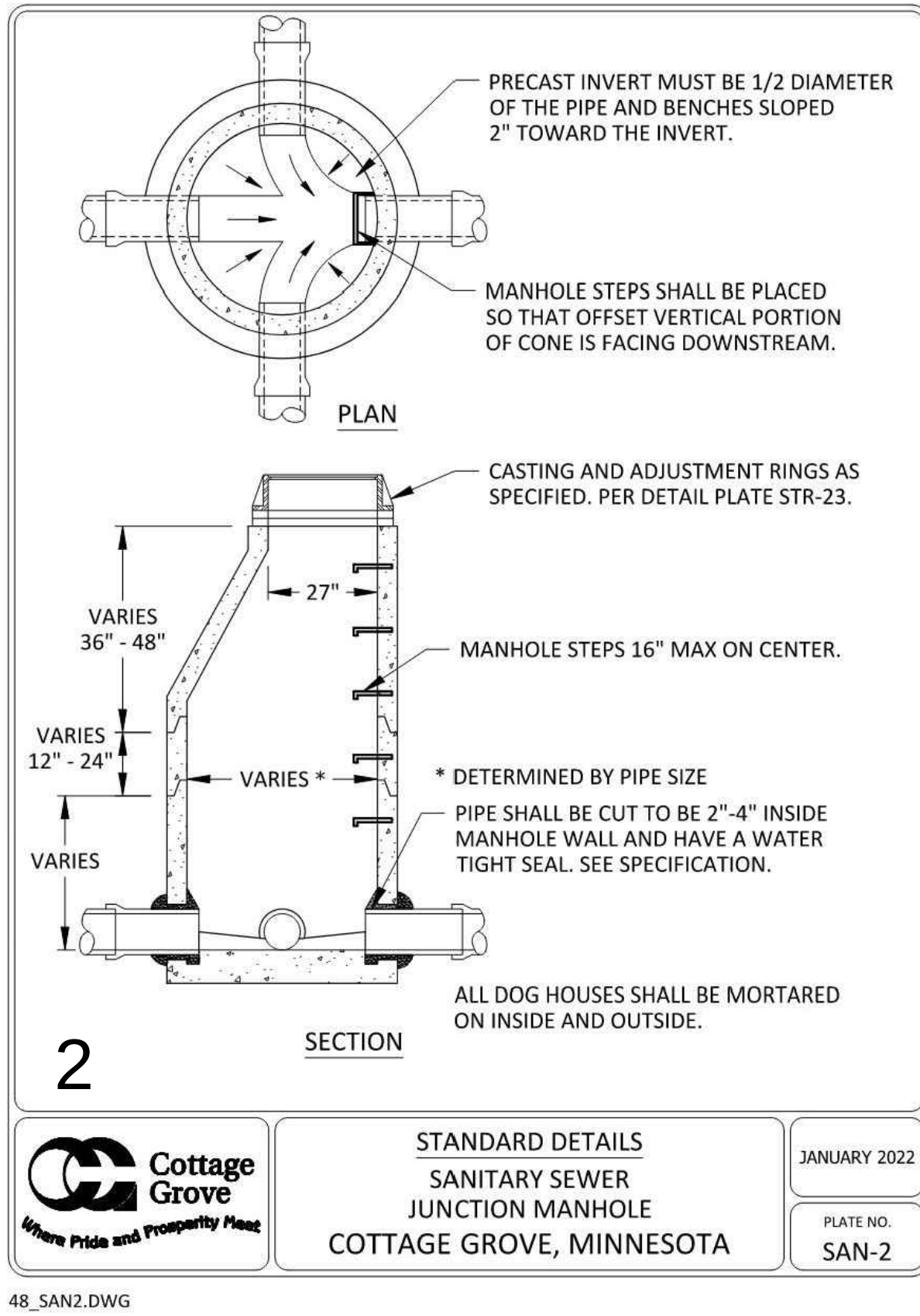


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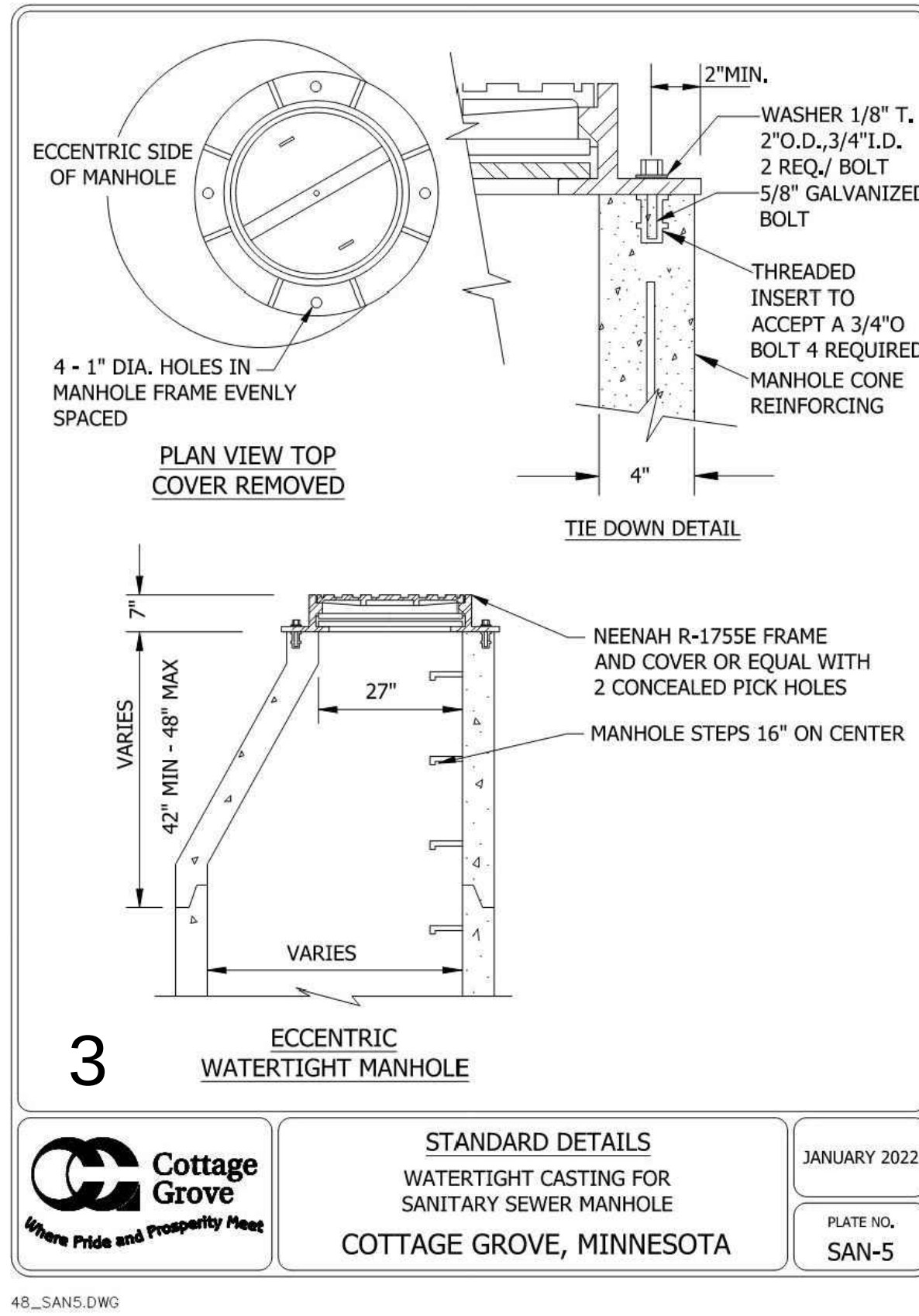
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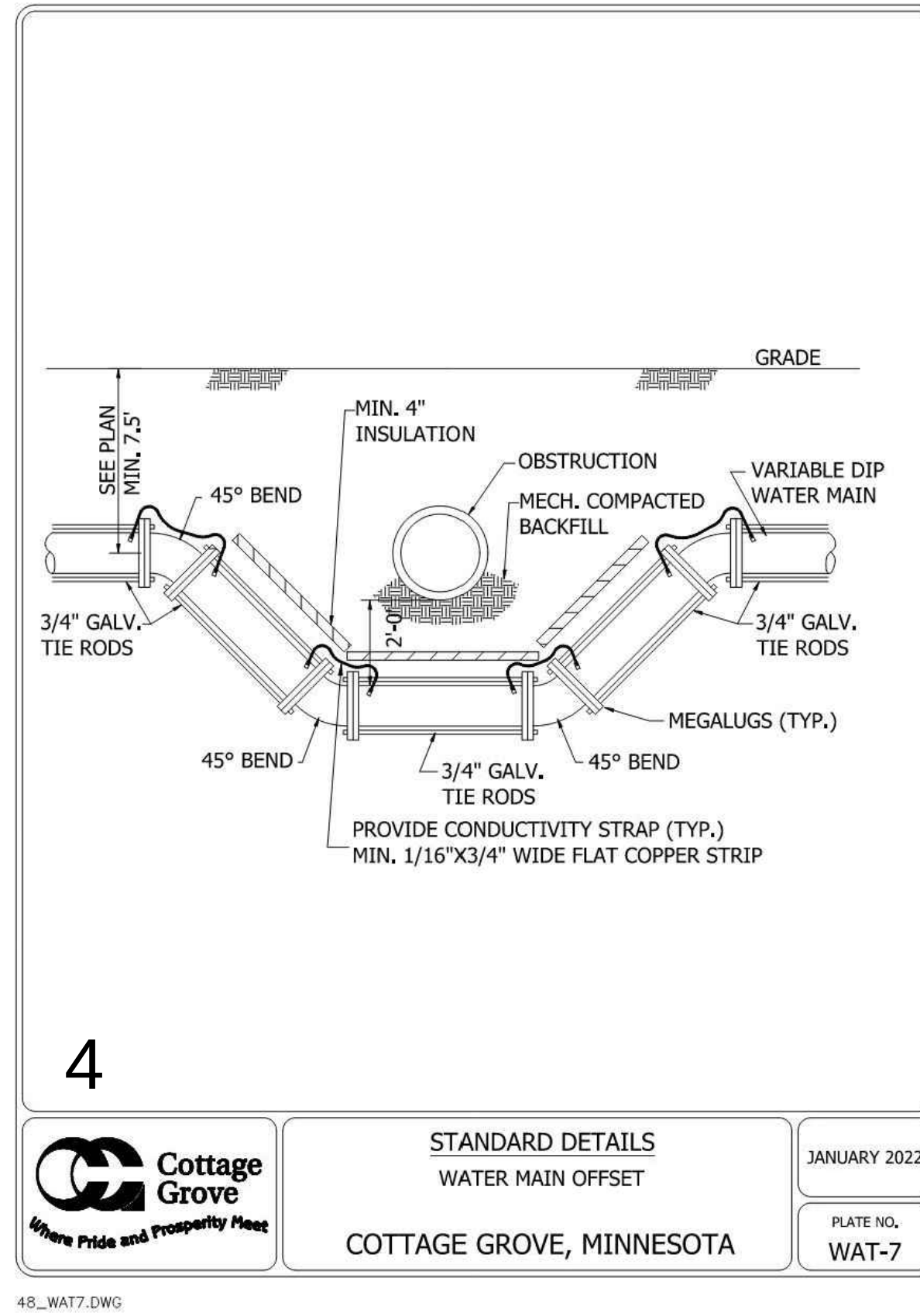
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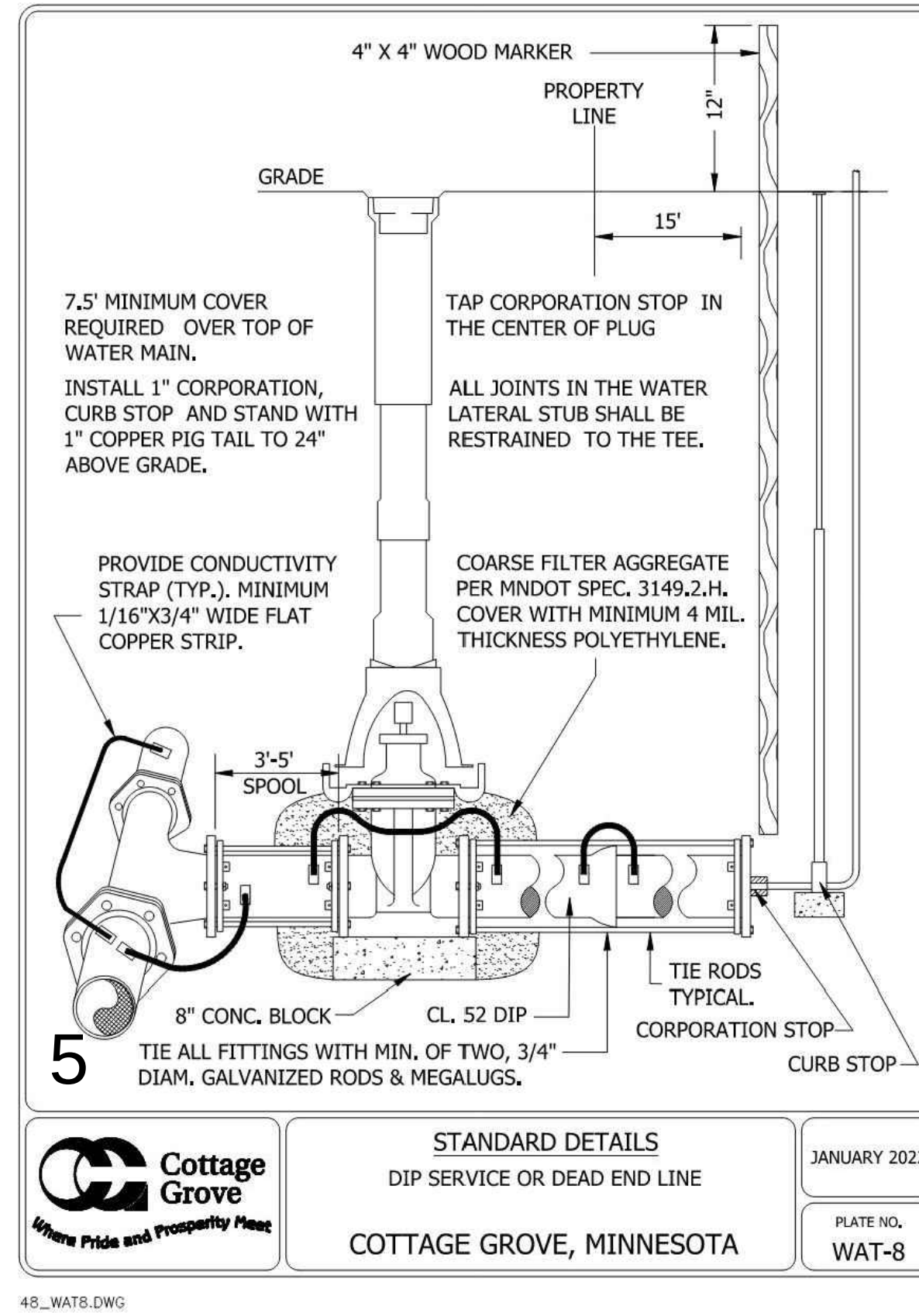
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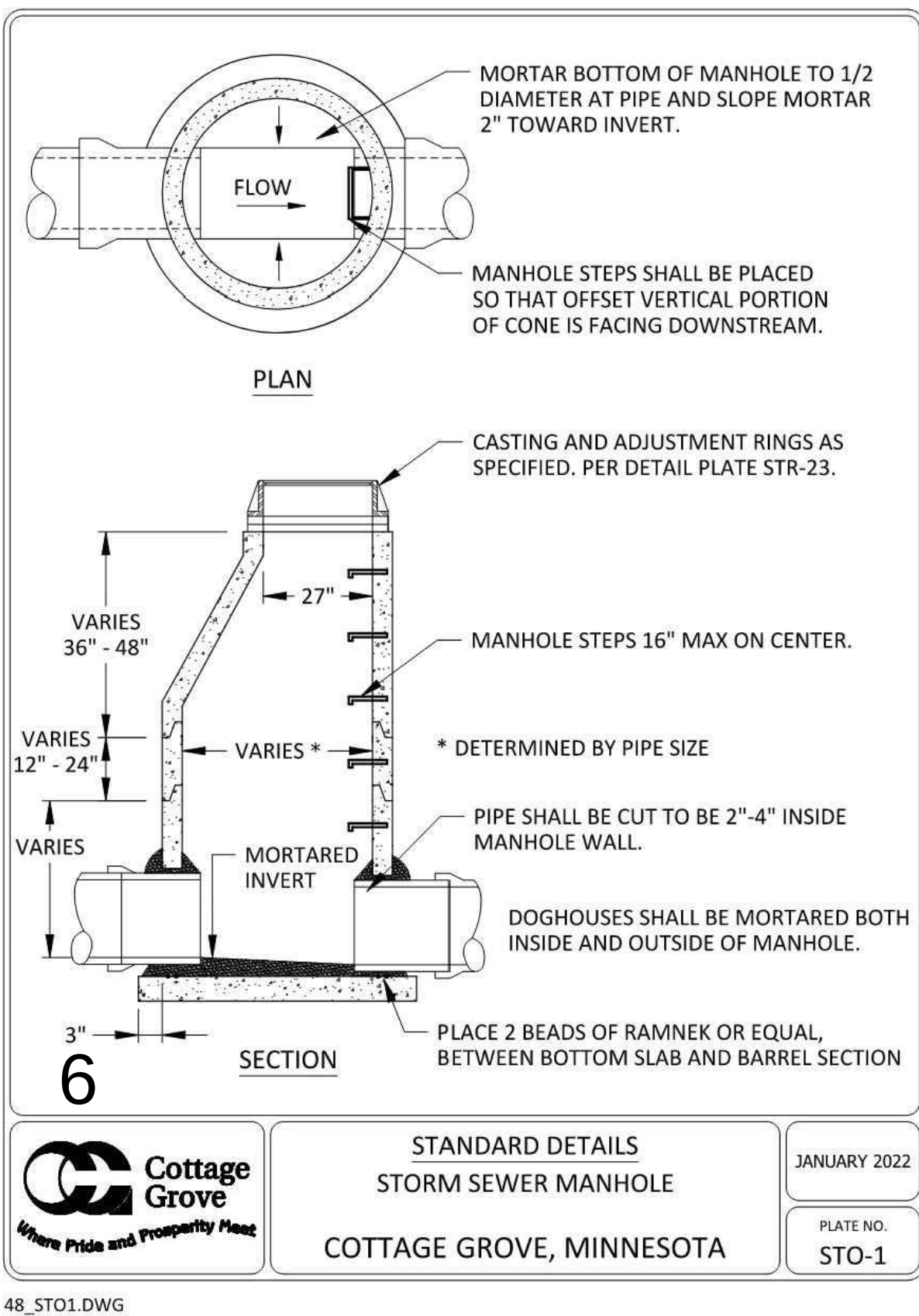
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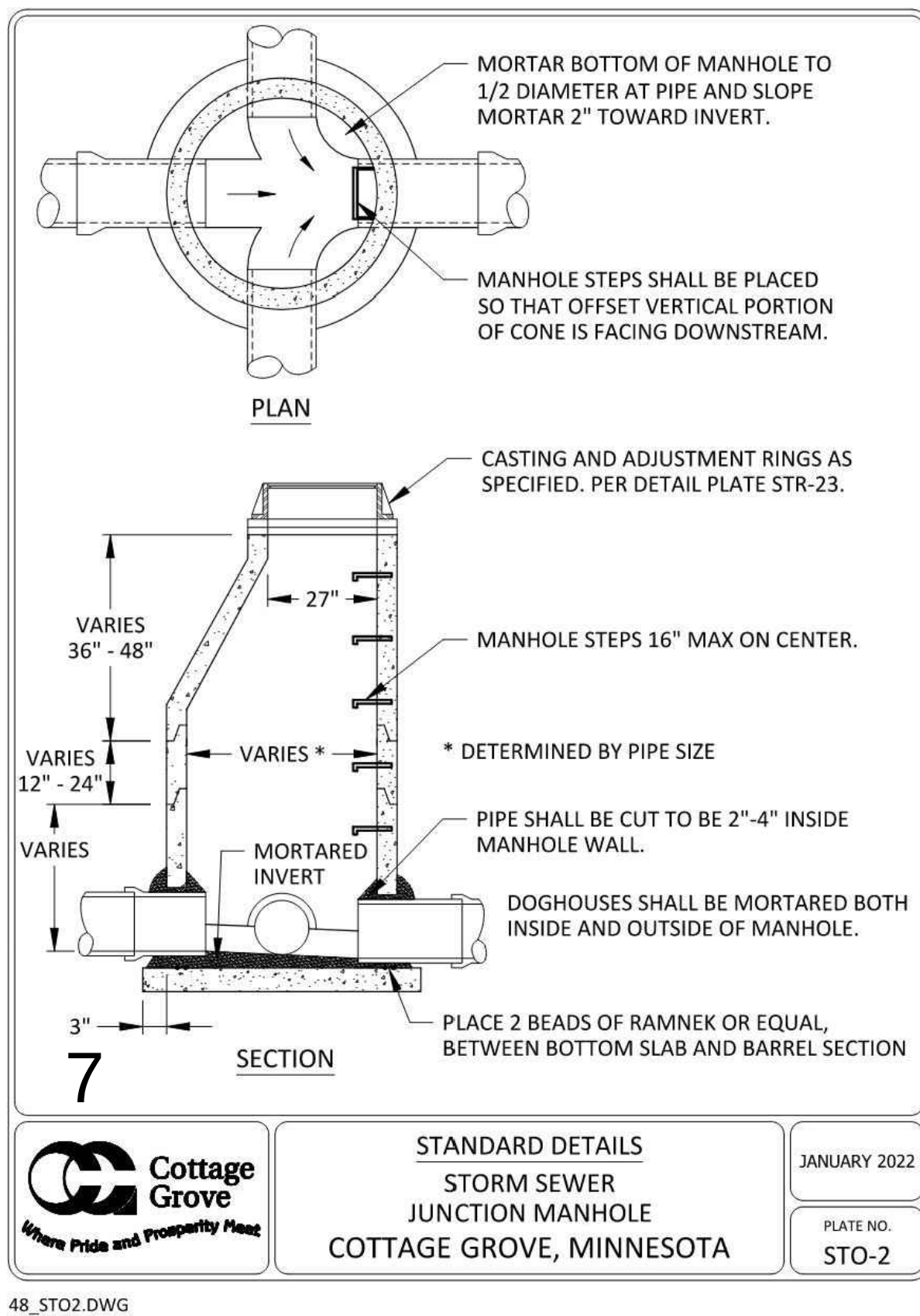
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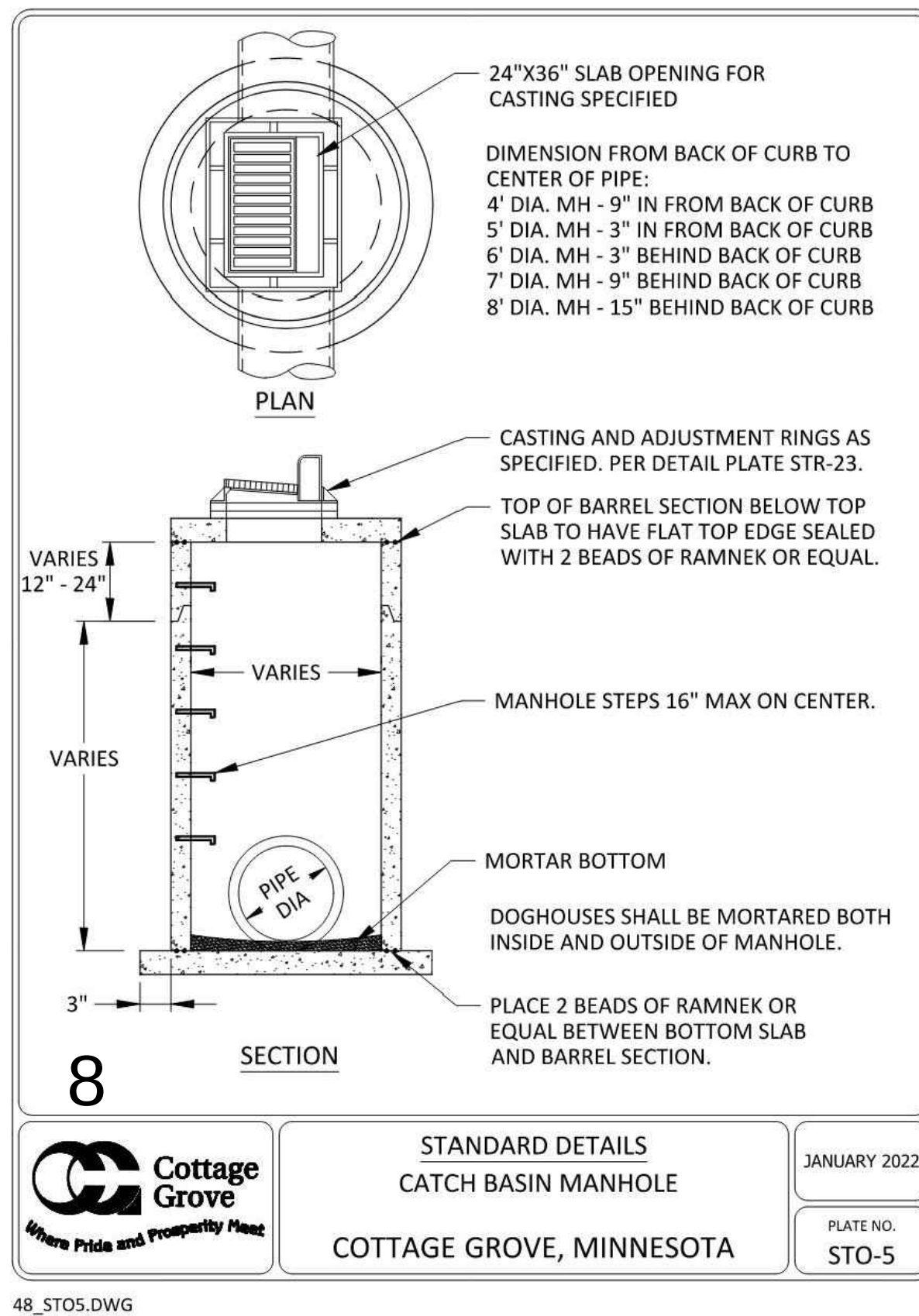
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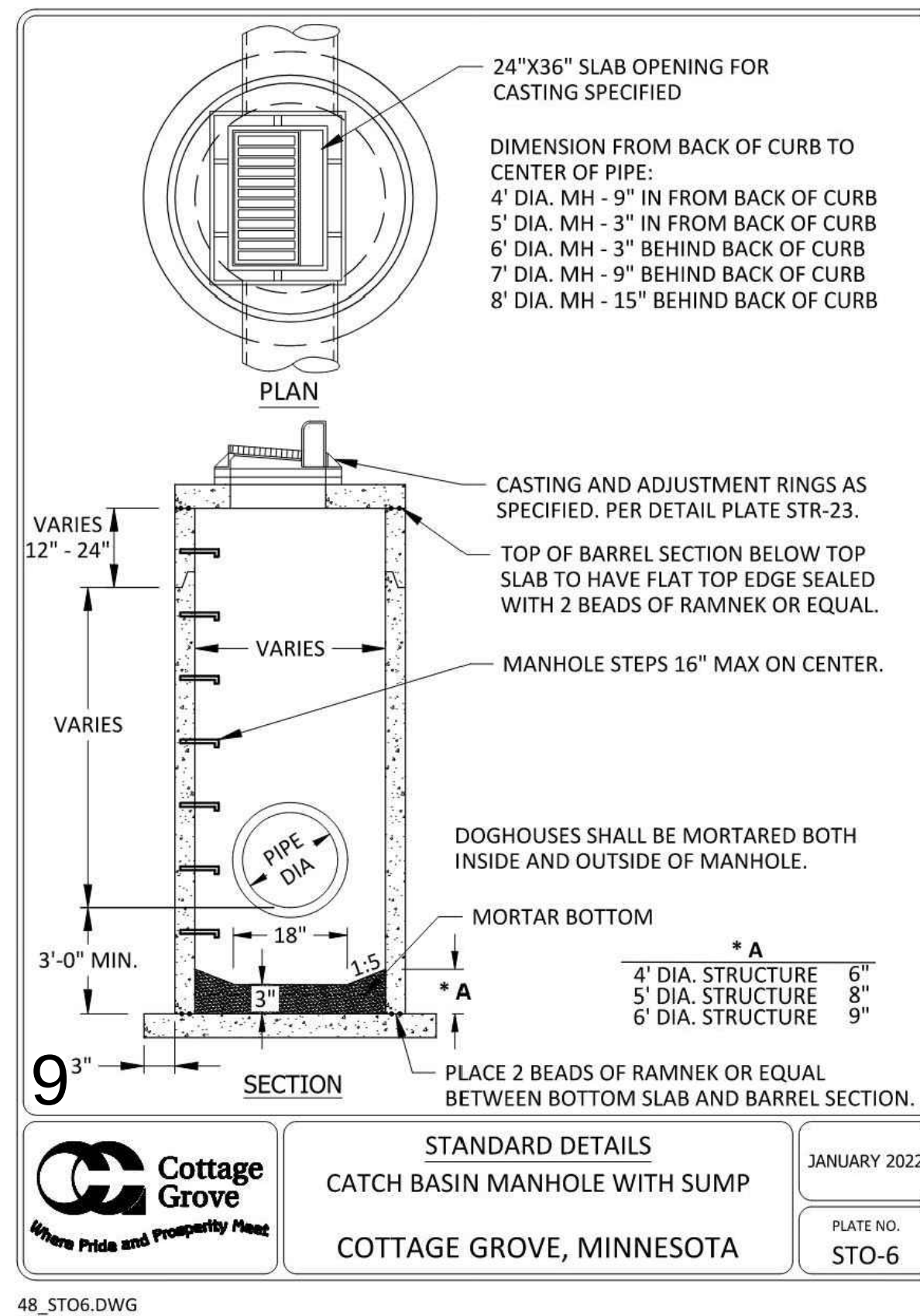
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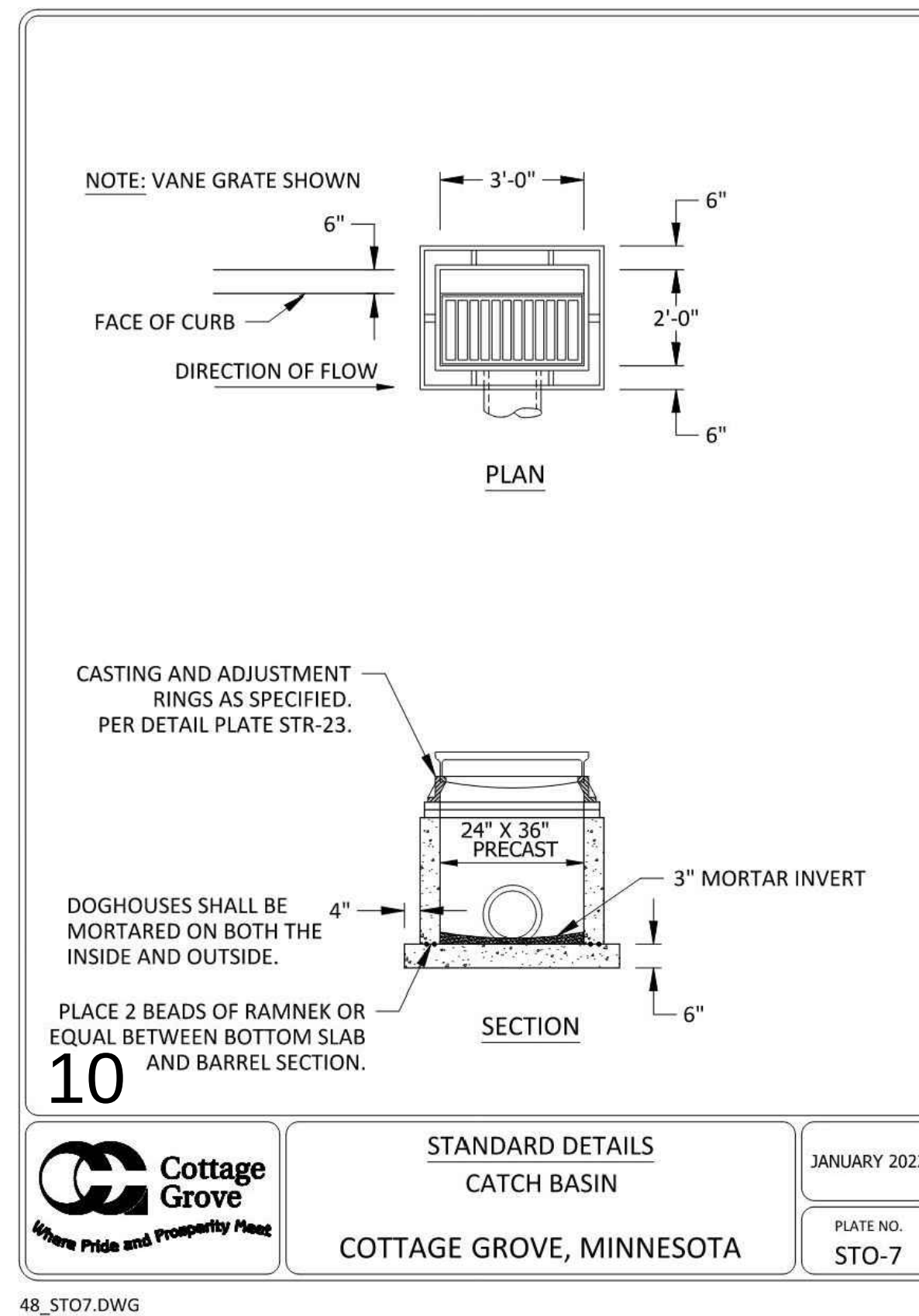
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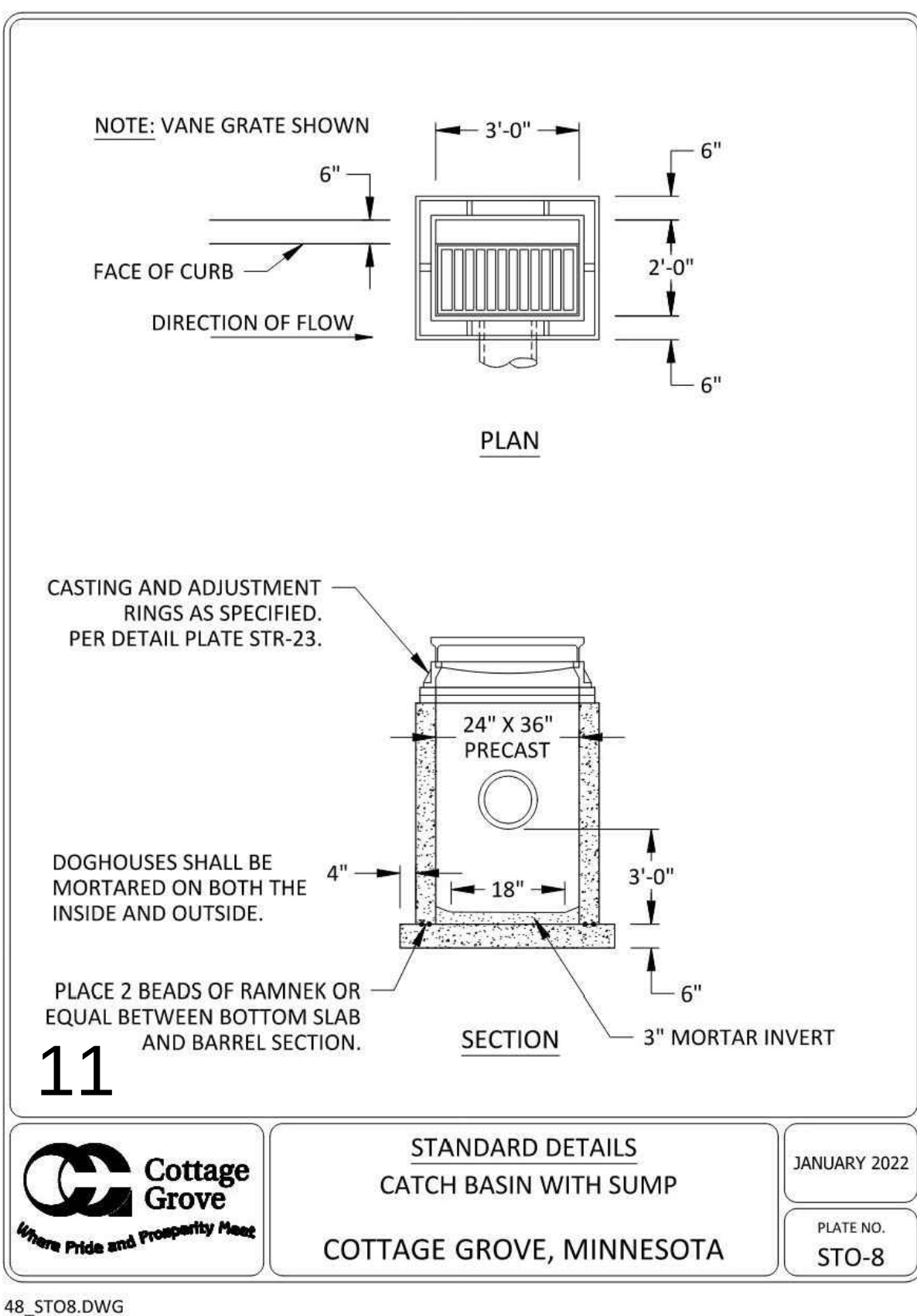
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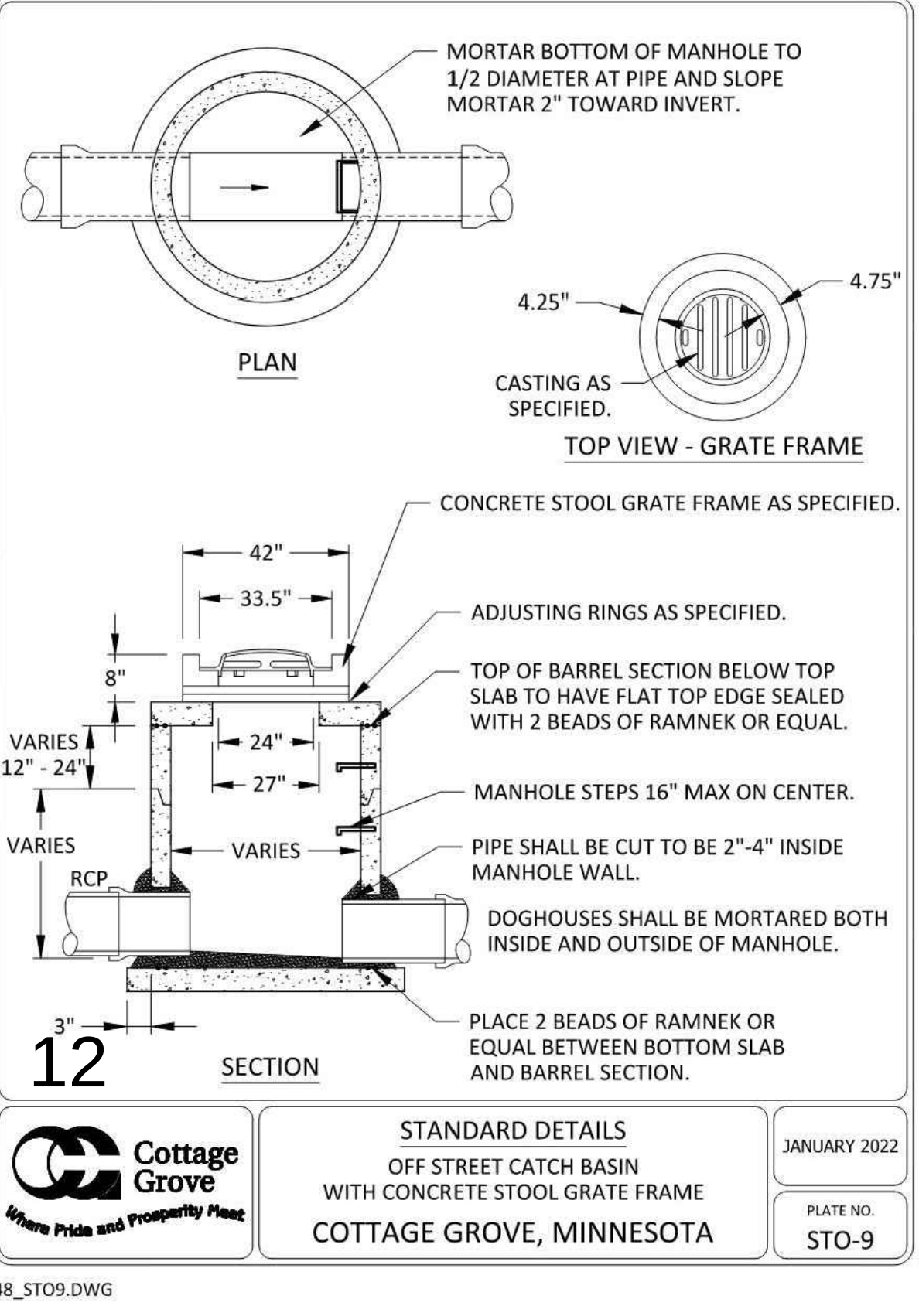
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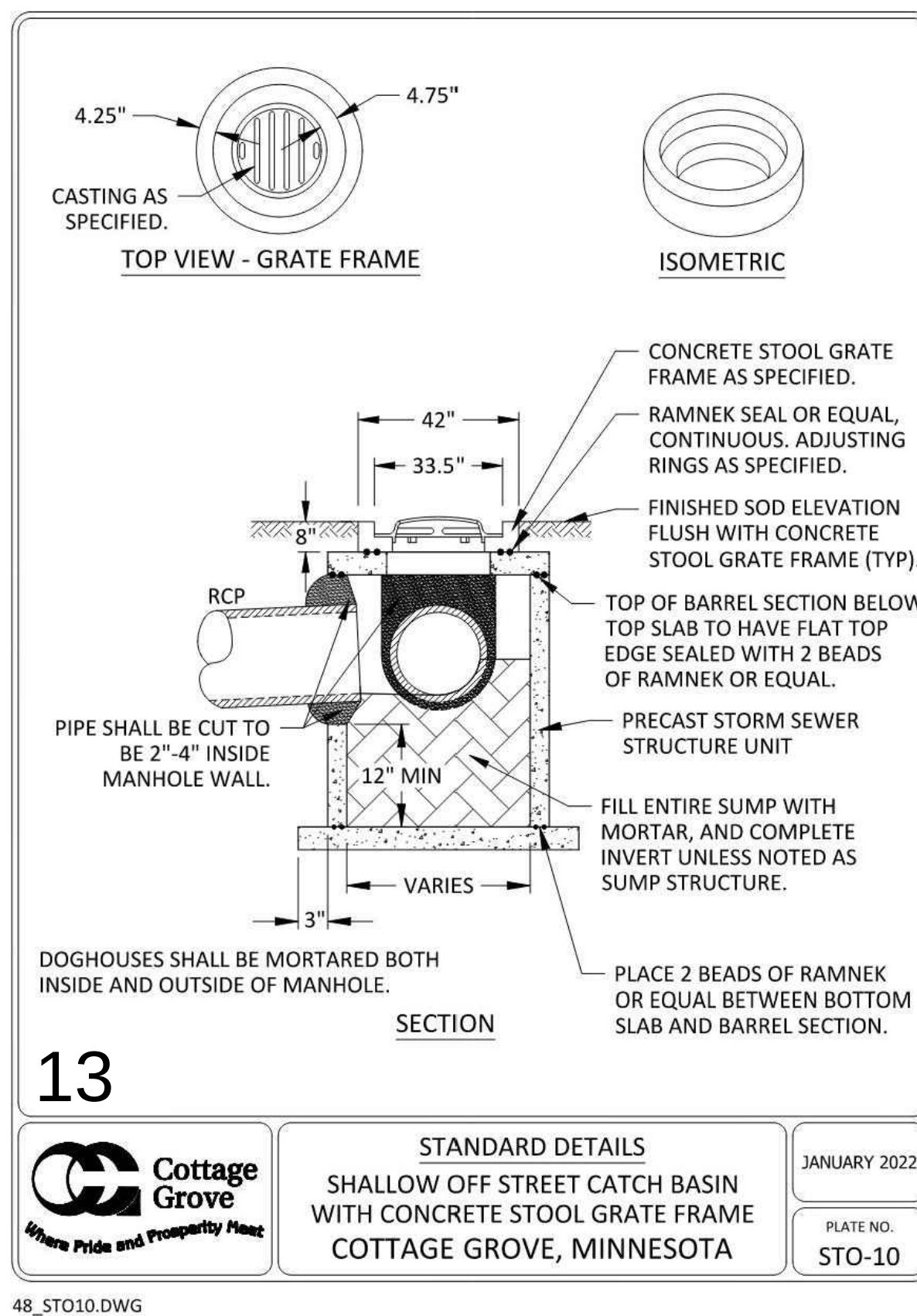
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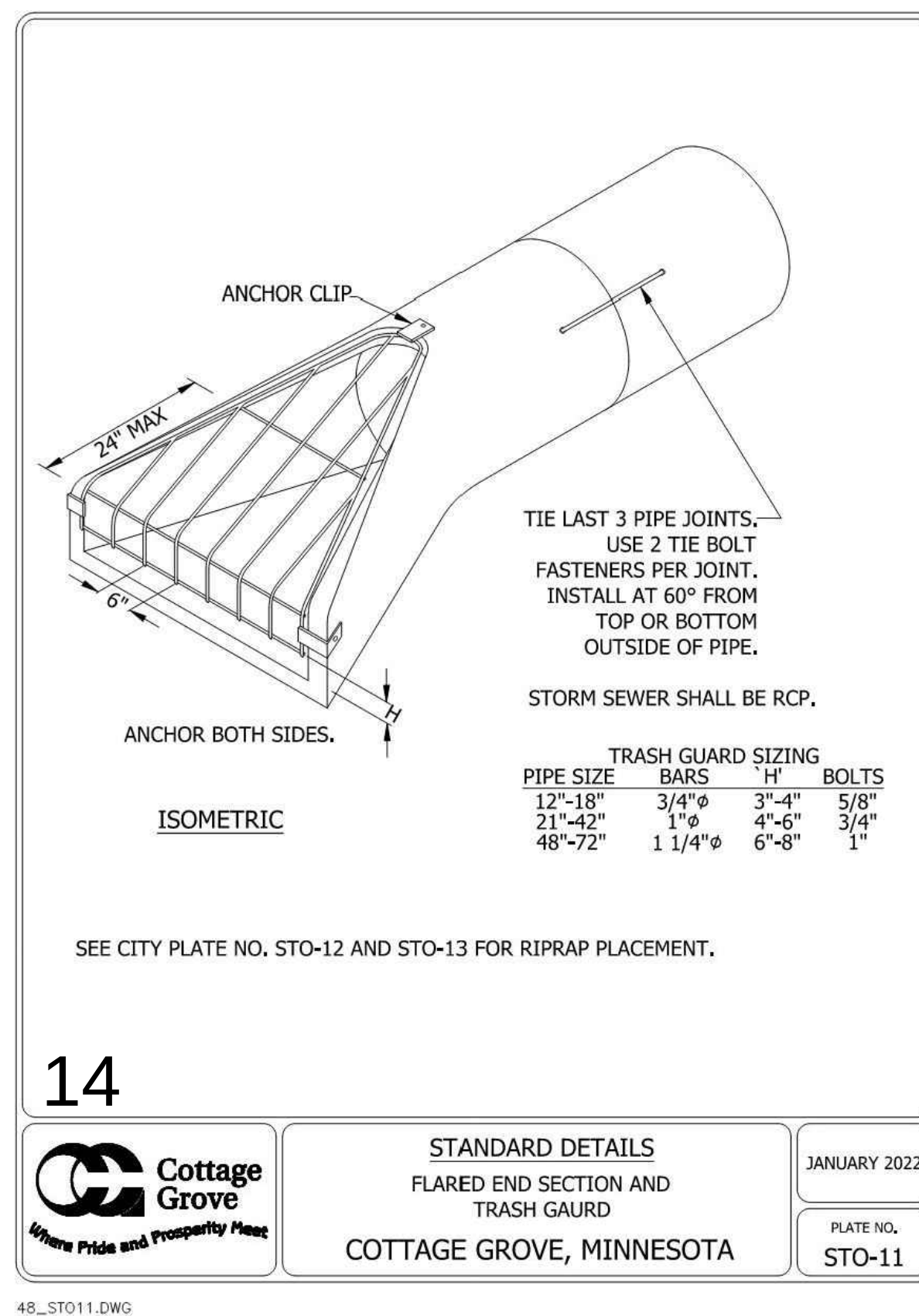
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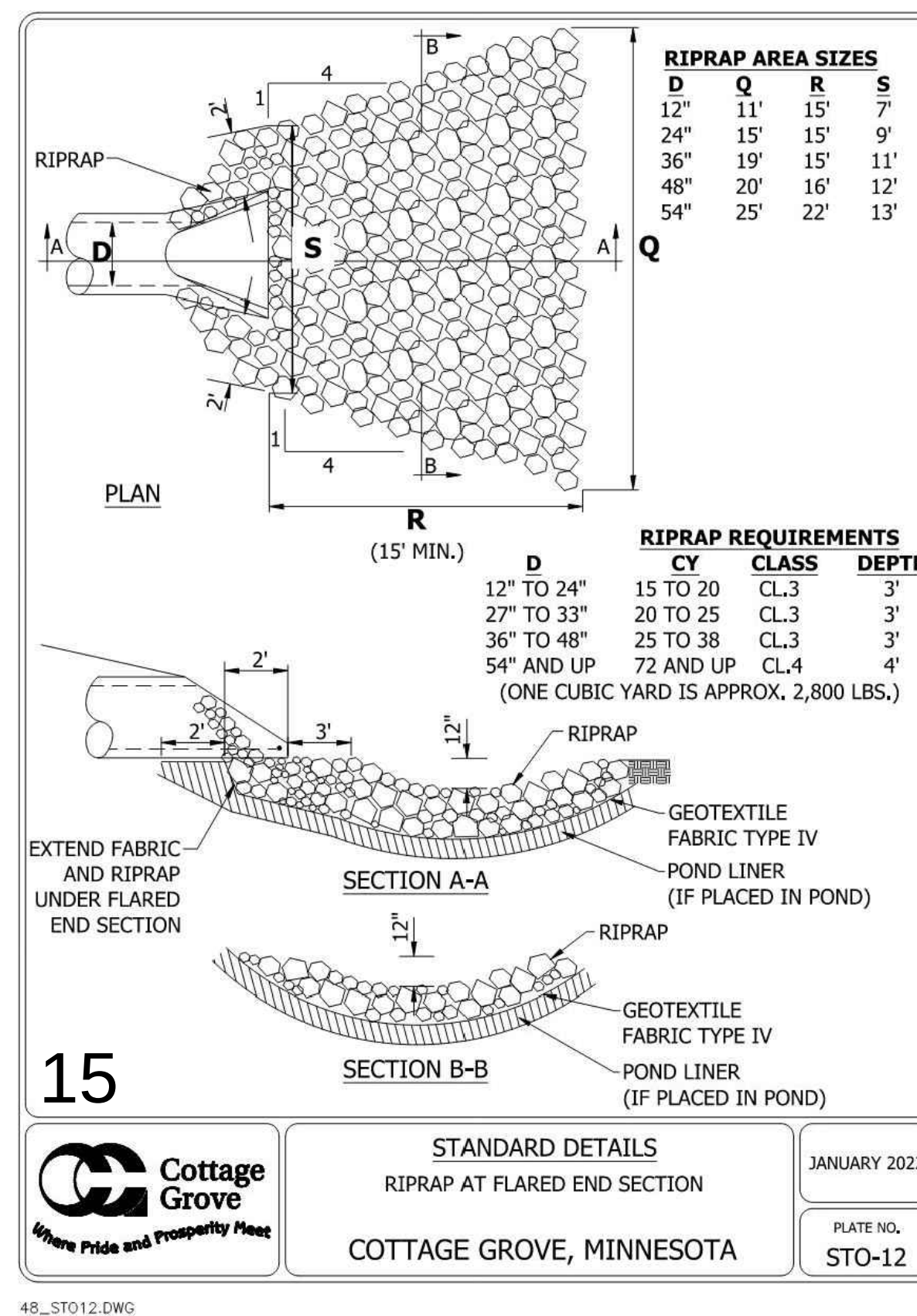
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48_STO10.DWG



48_STO11.DWG



48_STO12.DWG

COTTAGE GROVE MULTI-FAMILY

6850 E POINT DOUGLAS RD. S.
COTTAGE GROVE, MN 55016

ROERS COMPANIES

2 CARLSON PKWY #400,
PLYMOUTH, MN 55447

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SUBMITTAL/REVISIONS

CITY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Licensee: Thebeach - PE 56088

QUALITY CONTROL

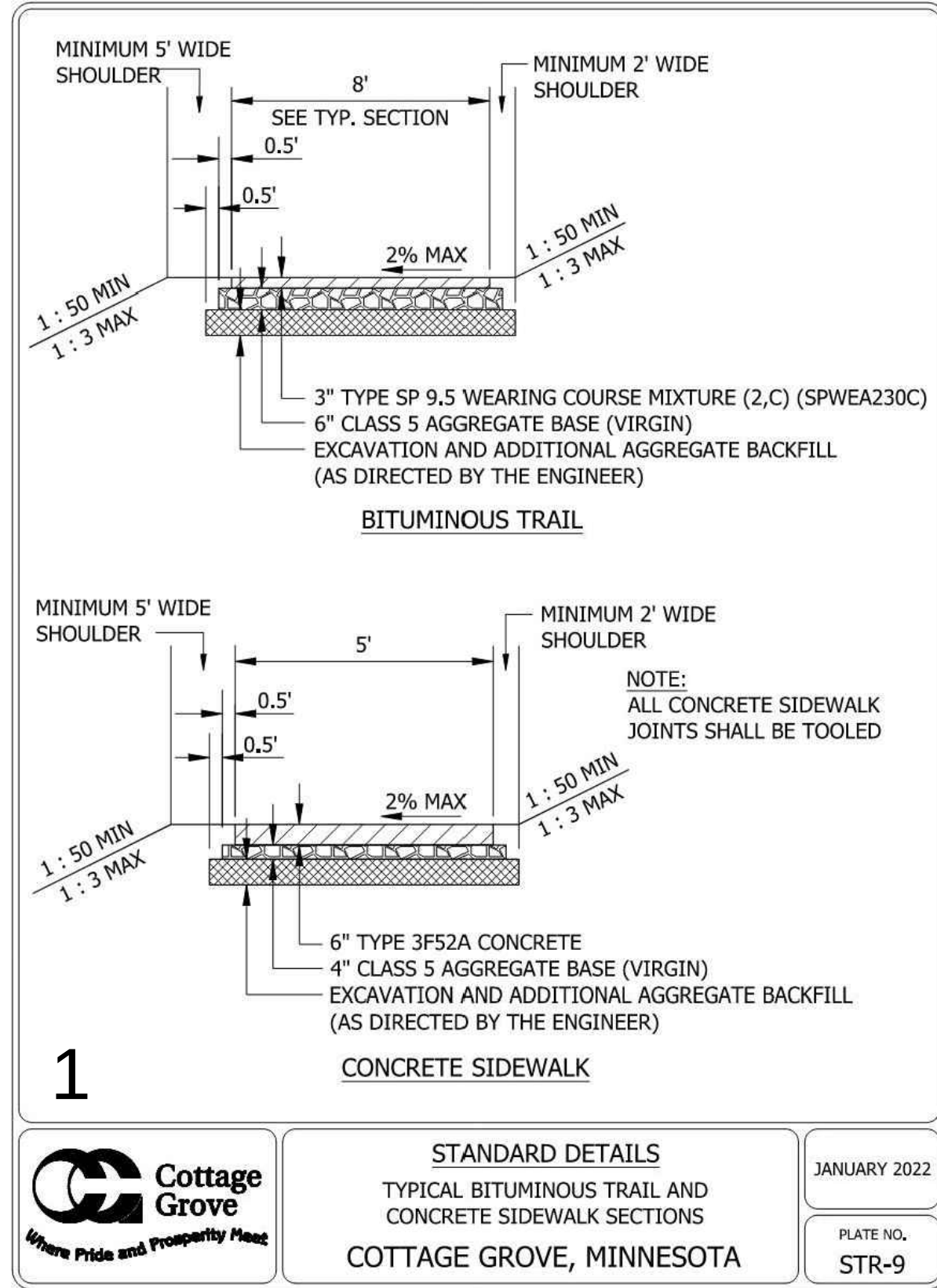
Loucks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

SHEET INDEX

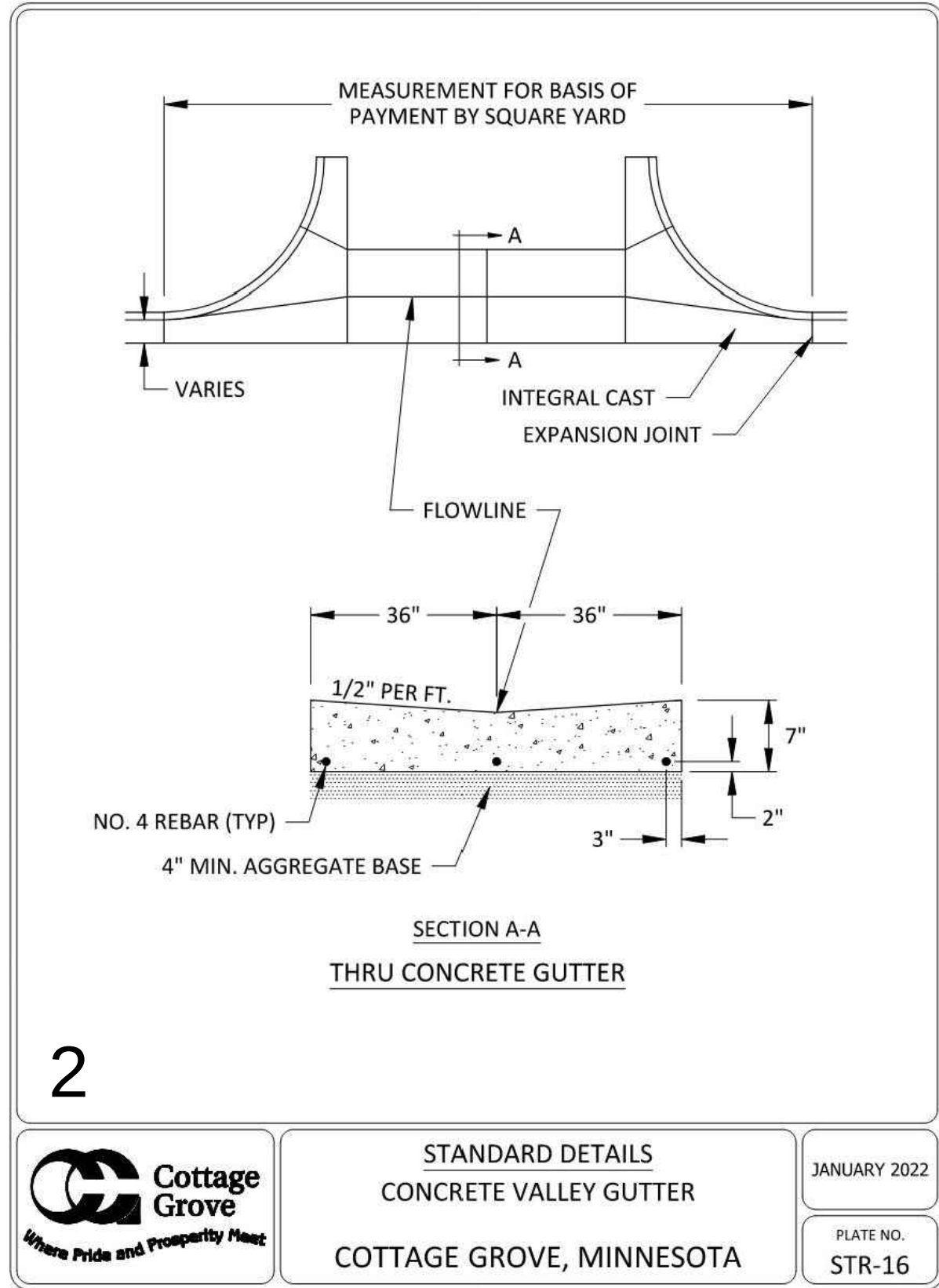
C1-1 EXISTING CONDITIONS
C1-2 DEMOLITION PLAN
C2-1 SITE PLAN
C2-2 ACCESSIBLE ROUTE
C2-3 TURNING MOVEMENTS
C3-1 GRADING PLAN
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C3-3 SWPPP NOTES
C4-1: C8-3 CIVIL DETAILS
L0-1 TREE PRESERVATION PLAN
L0-2 TREE INVENTORY SCHEDULE
L1-1 LANDSCAPE PLAN
L5-1 LANDSCAPE DETAILS

CIVIL DETAILS

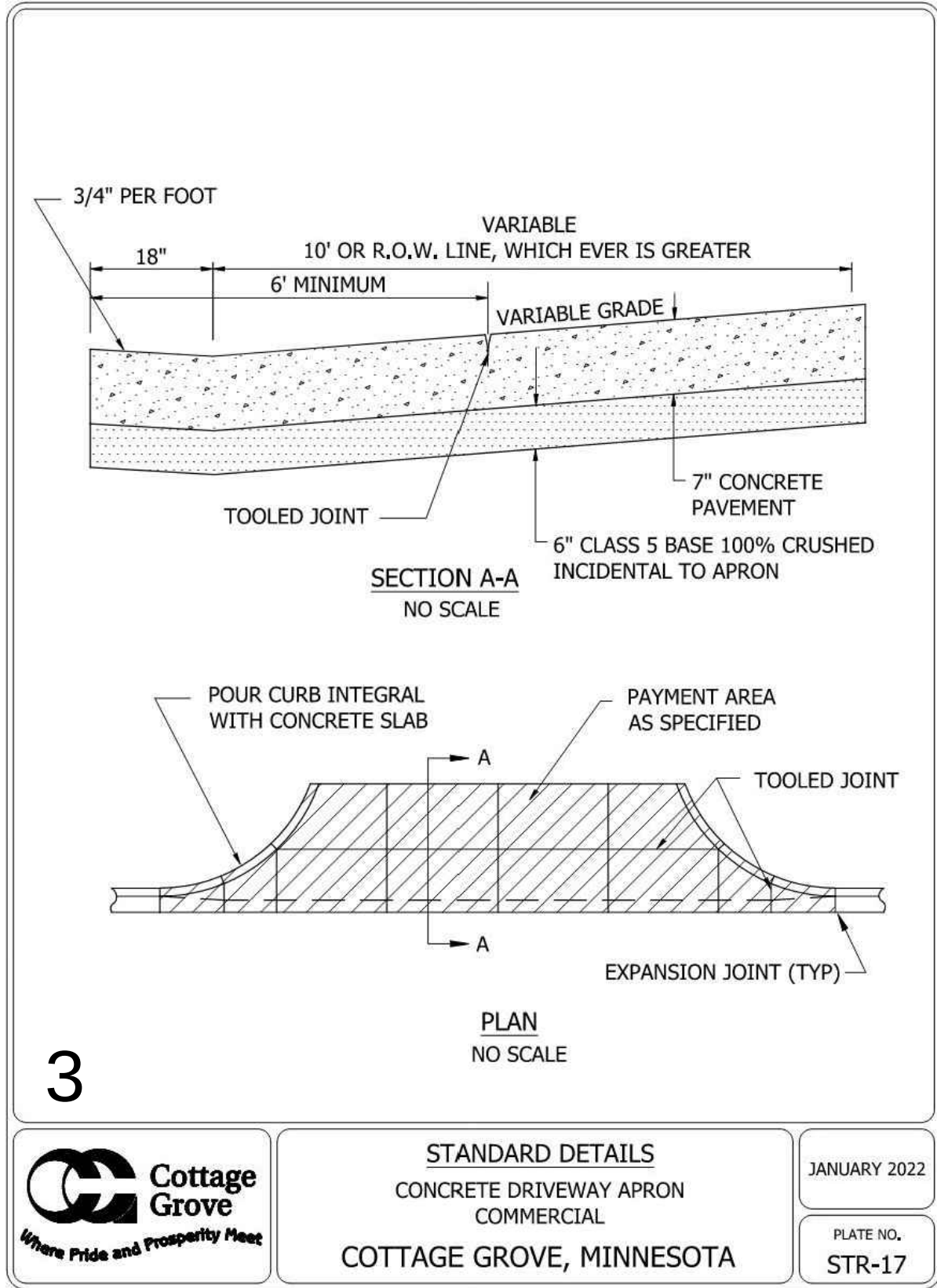
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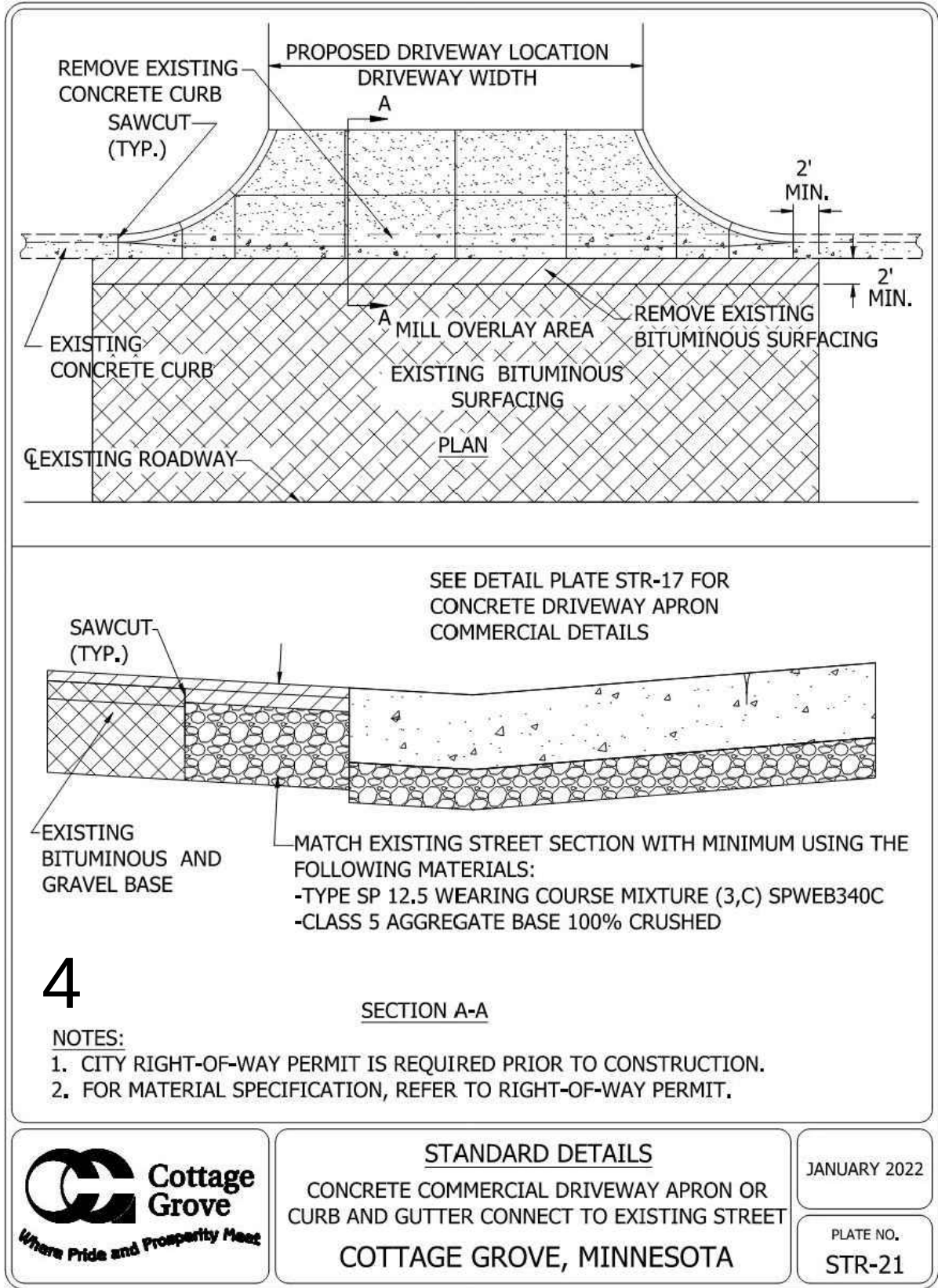
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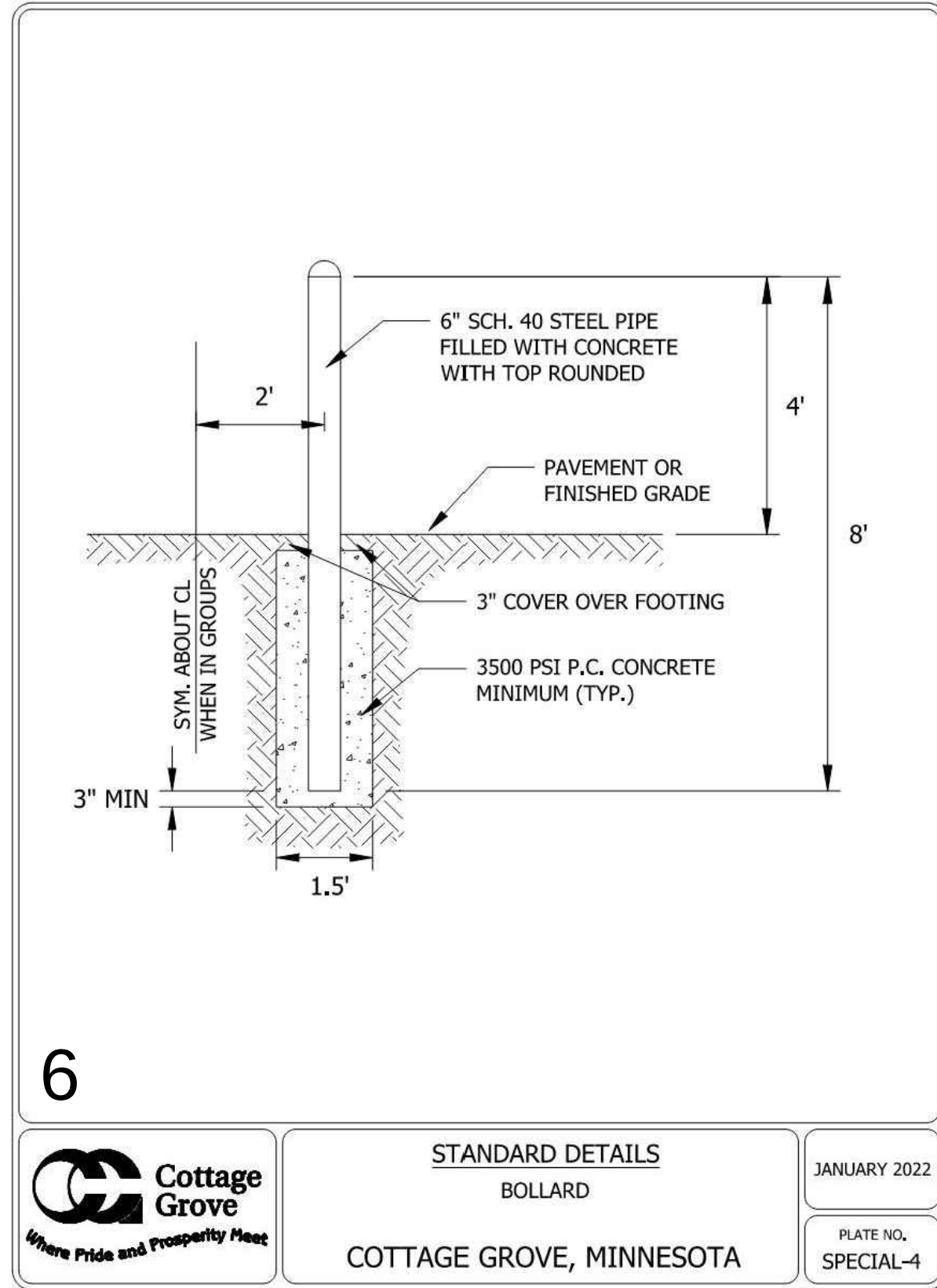
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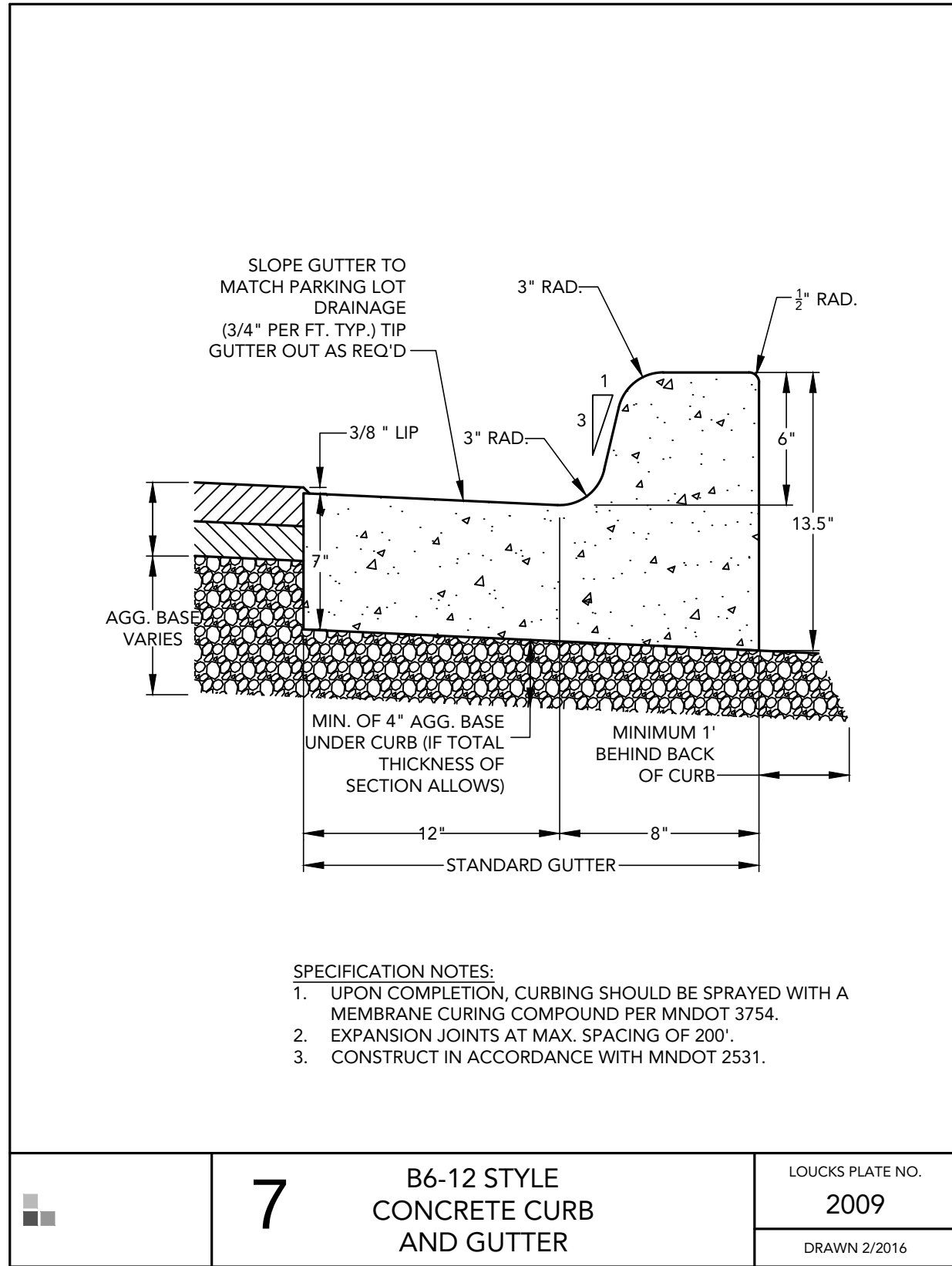
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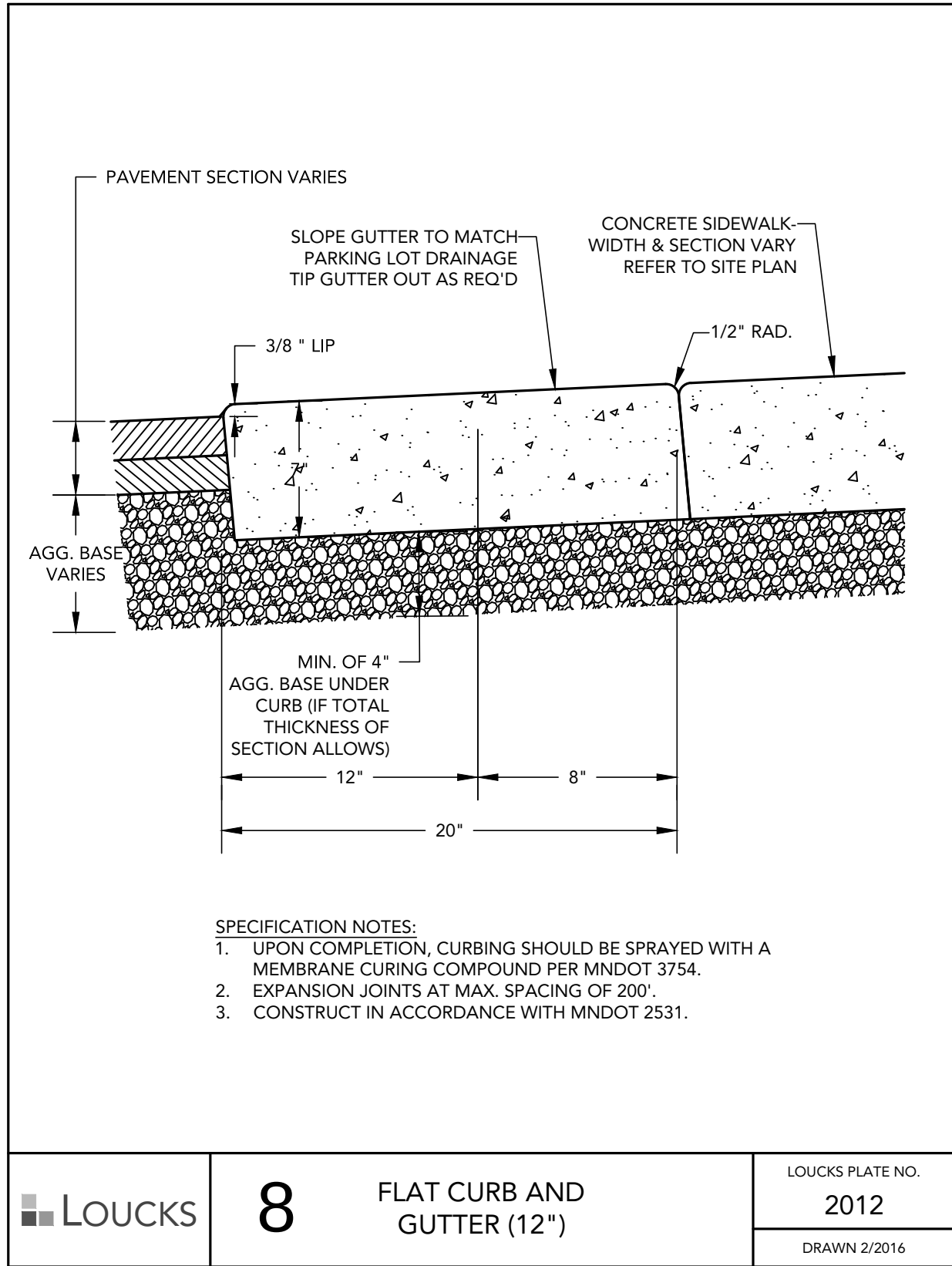
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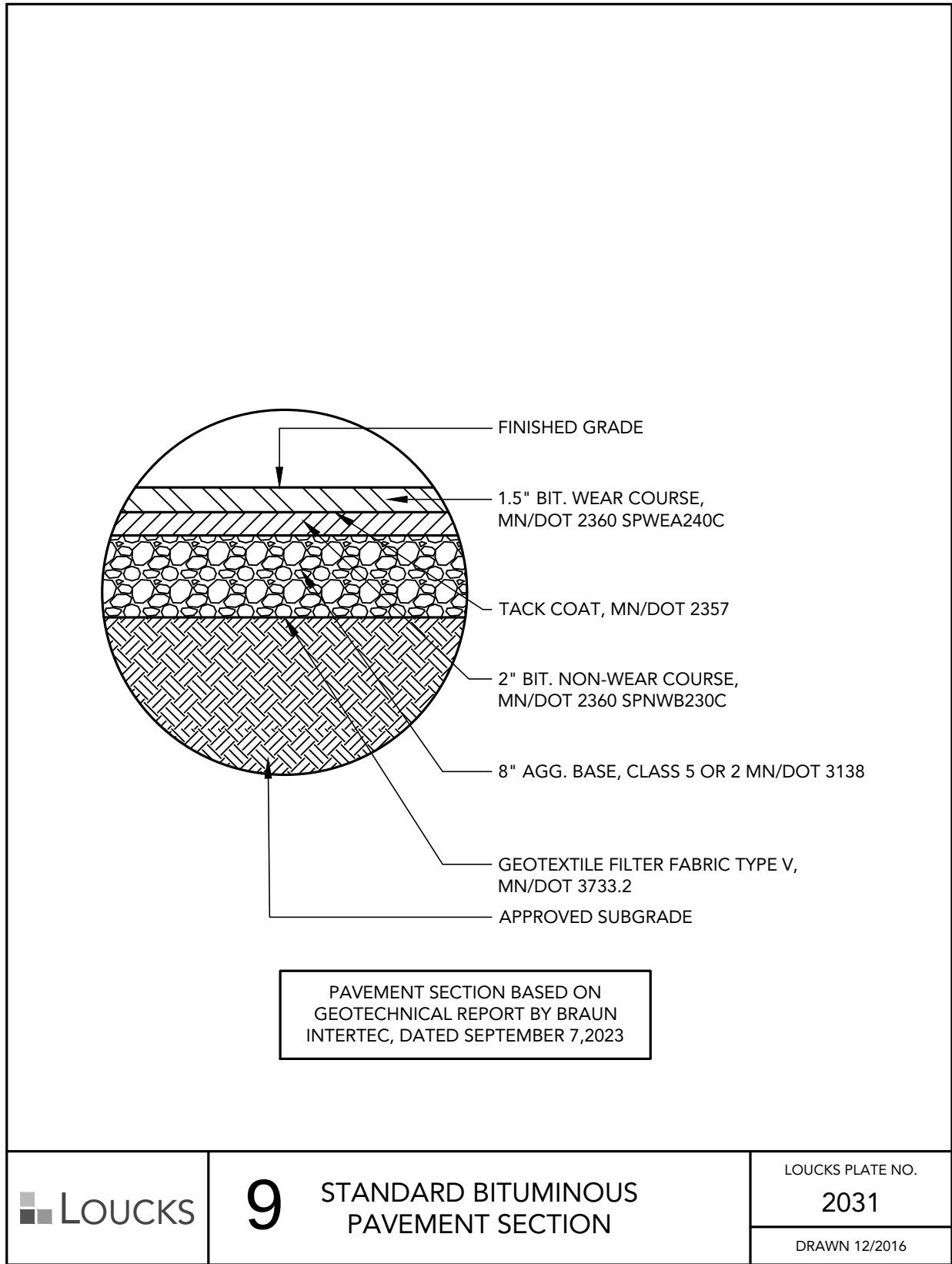
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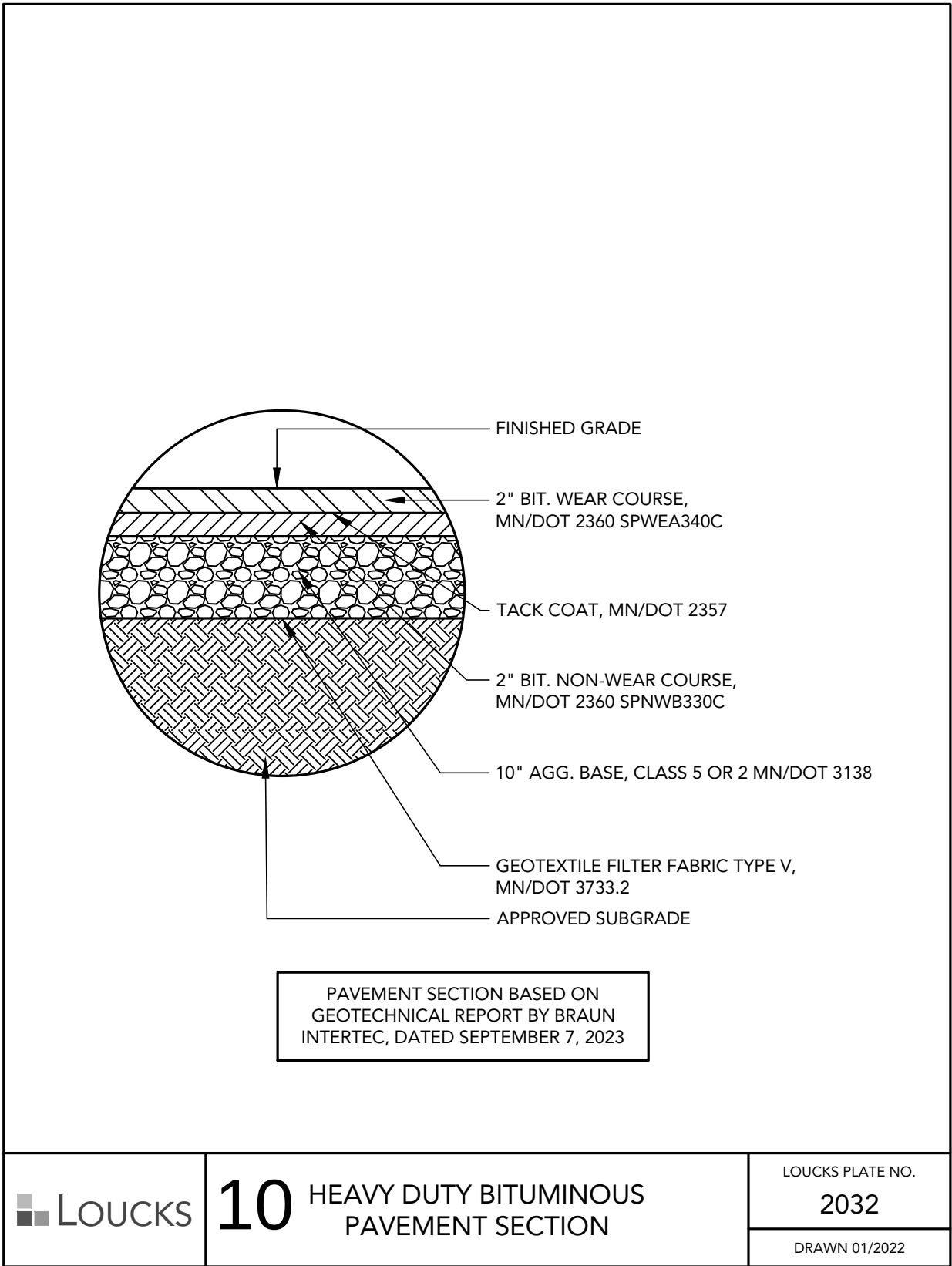
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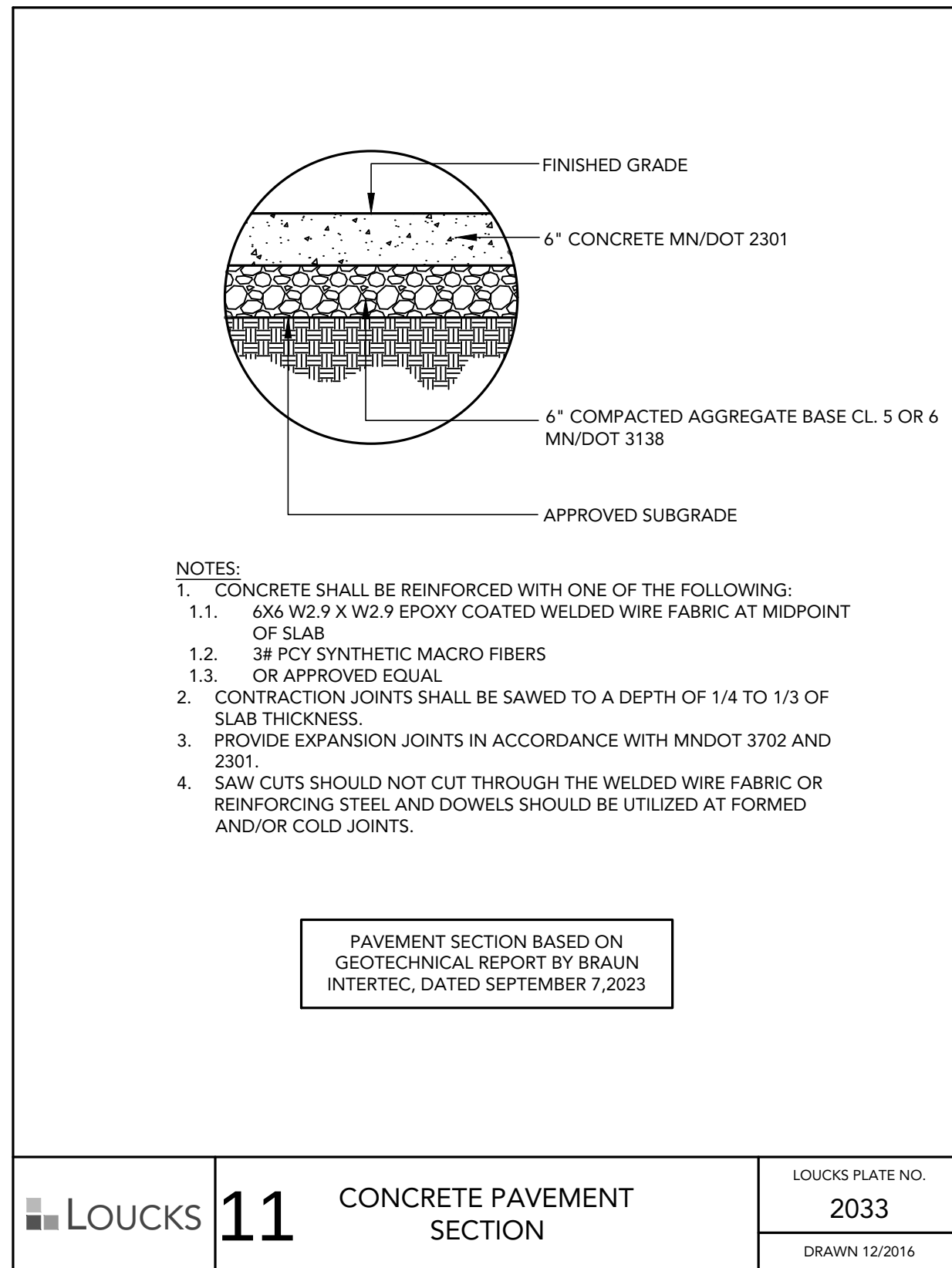
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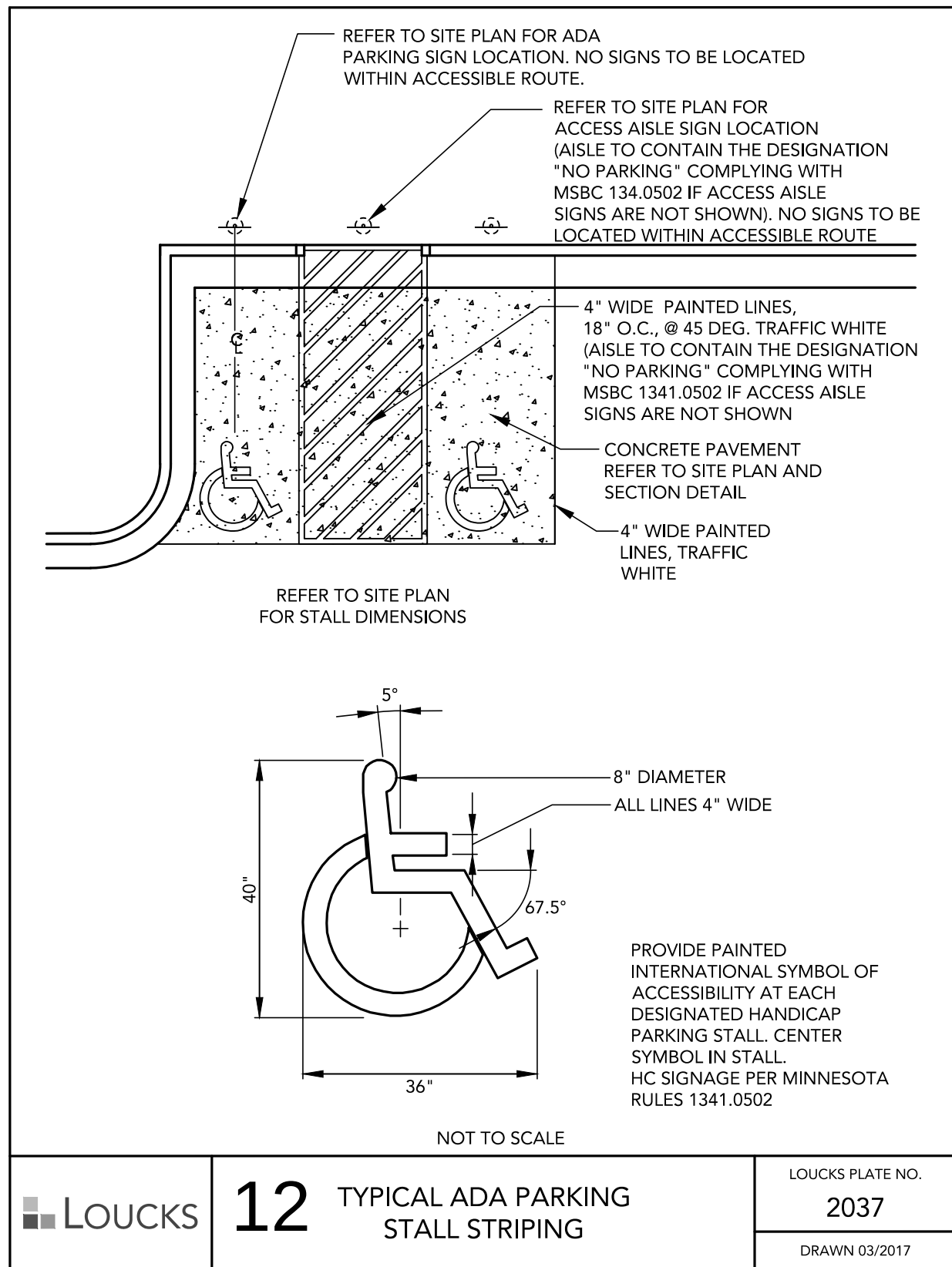
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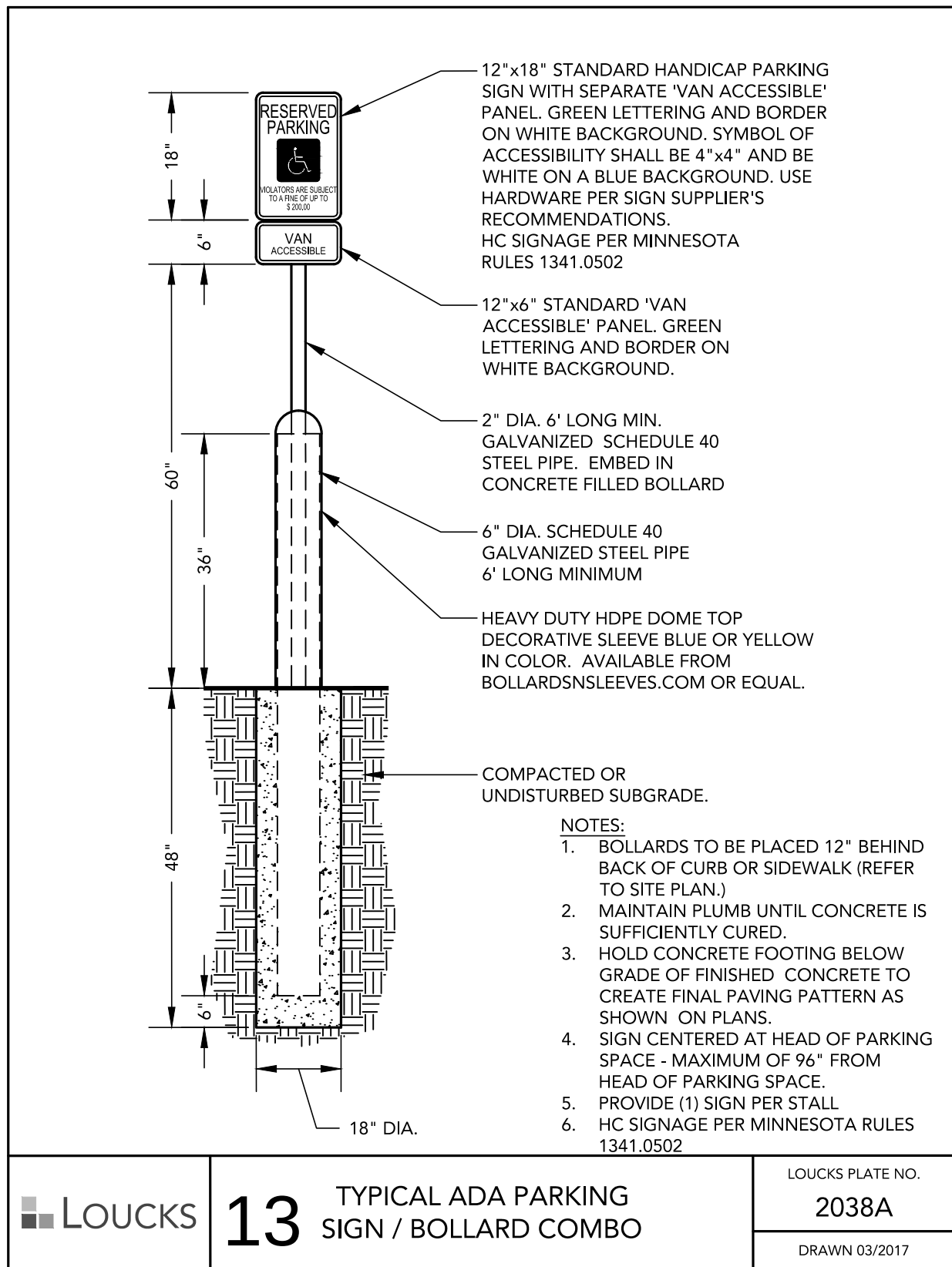
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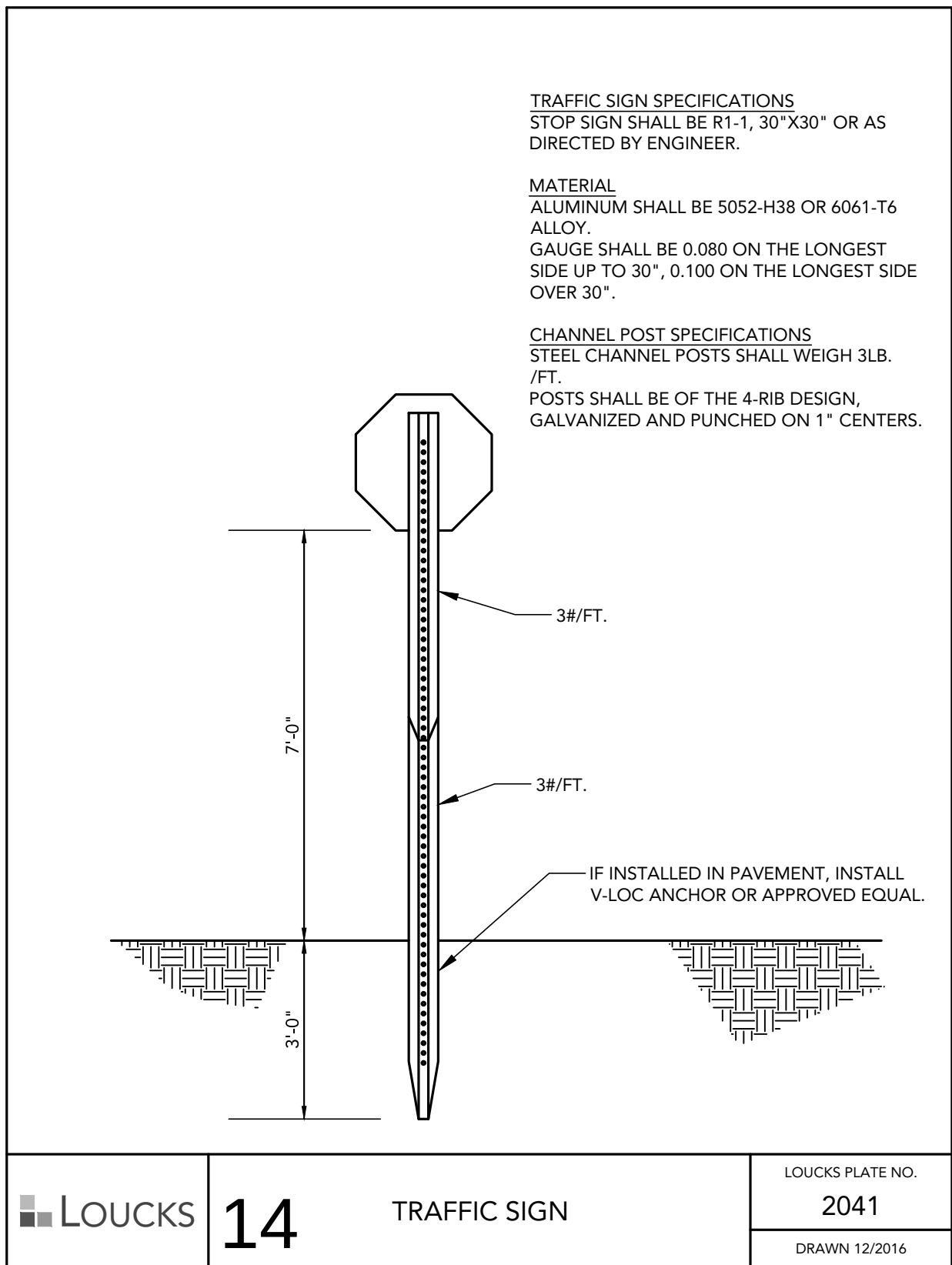
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48_STR16.DWG



48_STR17.DWG



48_STR21.DWG

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CITY SUBMITTAL 11/15/2023

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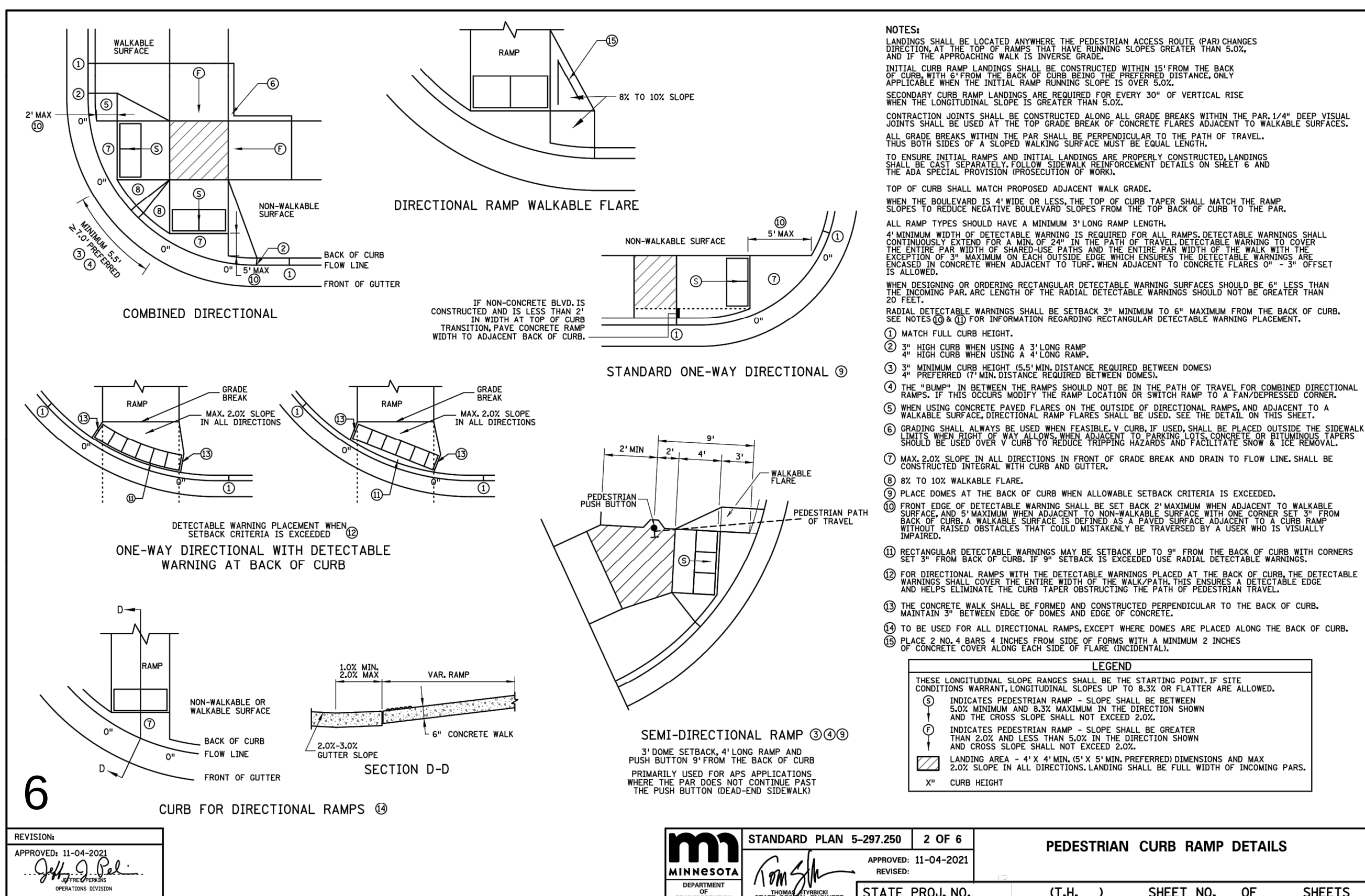
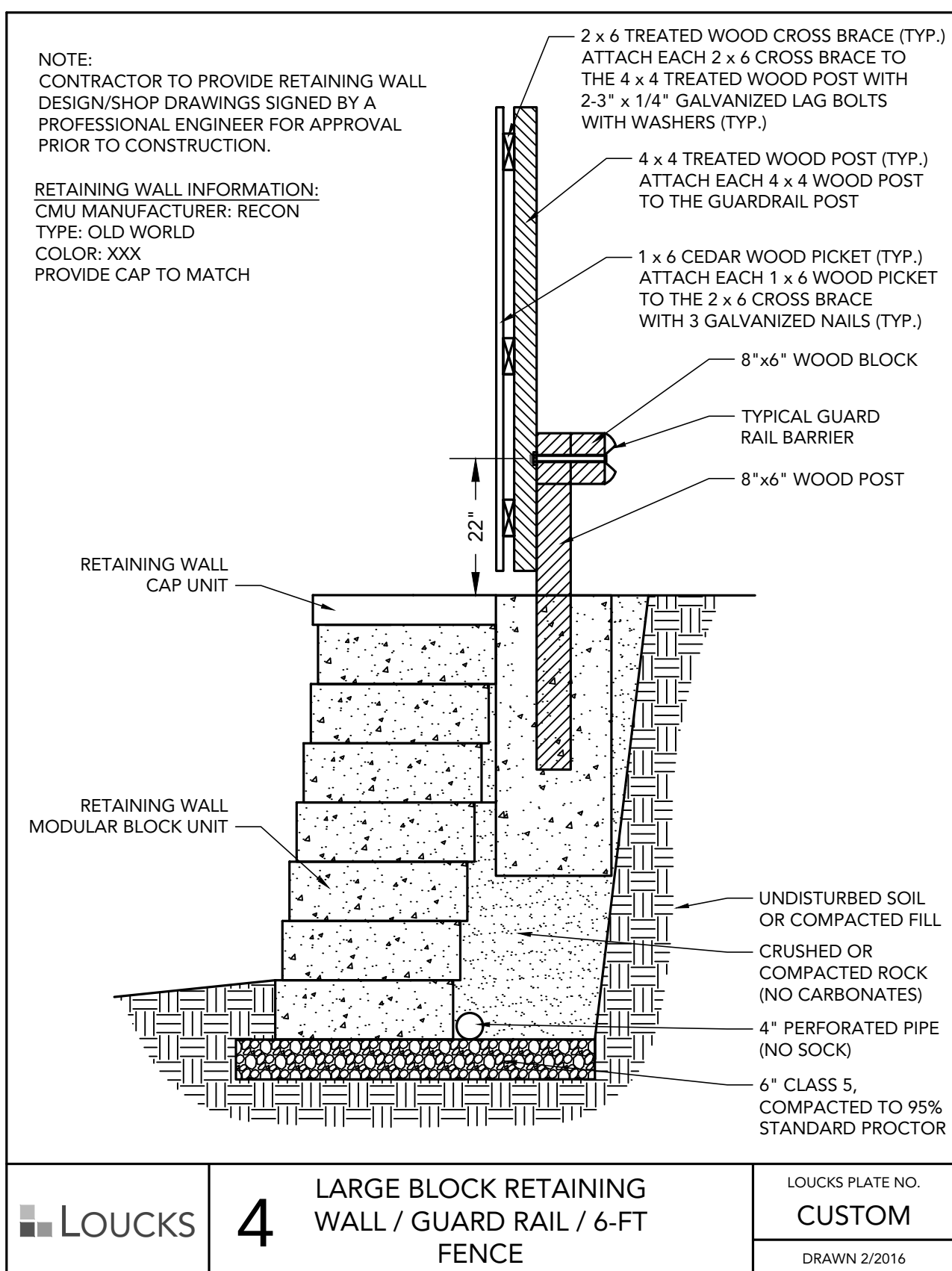
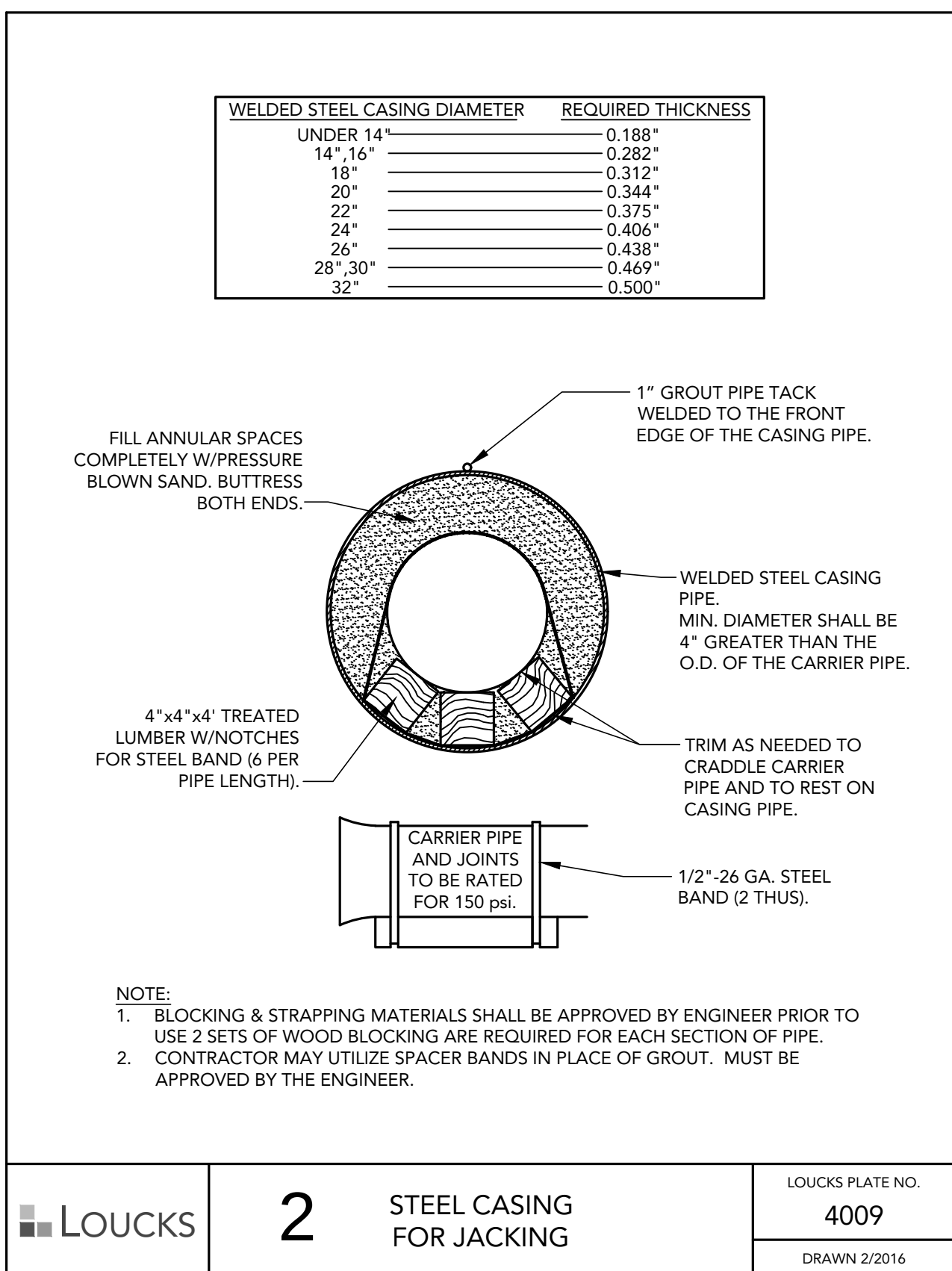
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Loucks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

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NOTE:
EXISTING CONDITIONS INFORMATION
SHOWN IS FROM A BOUNDARY &
TOPOGRAPHIC SURVEY PROVIDED BY
LOUCKS, DATED JULY, 2022.

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA 651-454-0002
TOLL FREE 1-800-252-1166



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THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



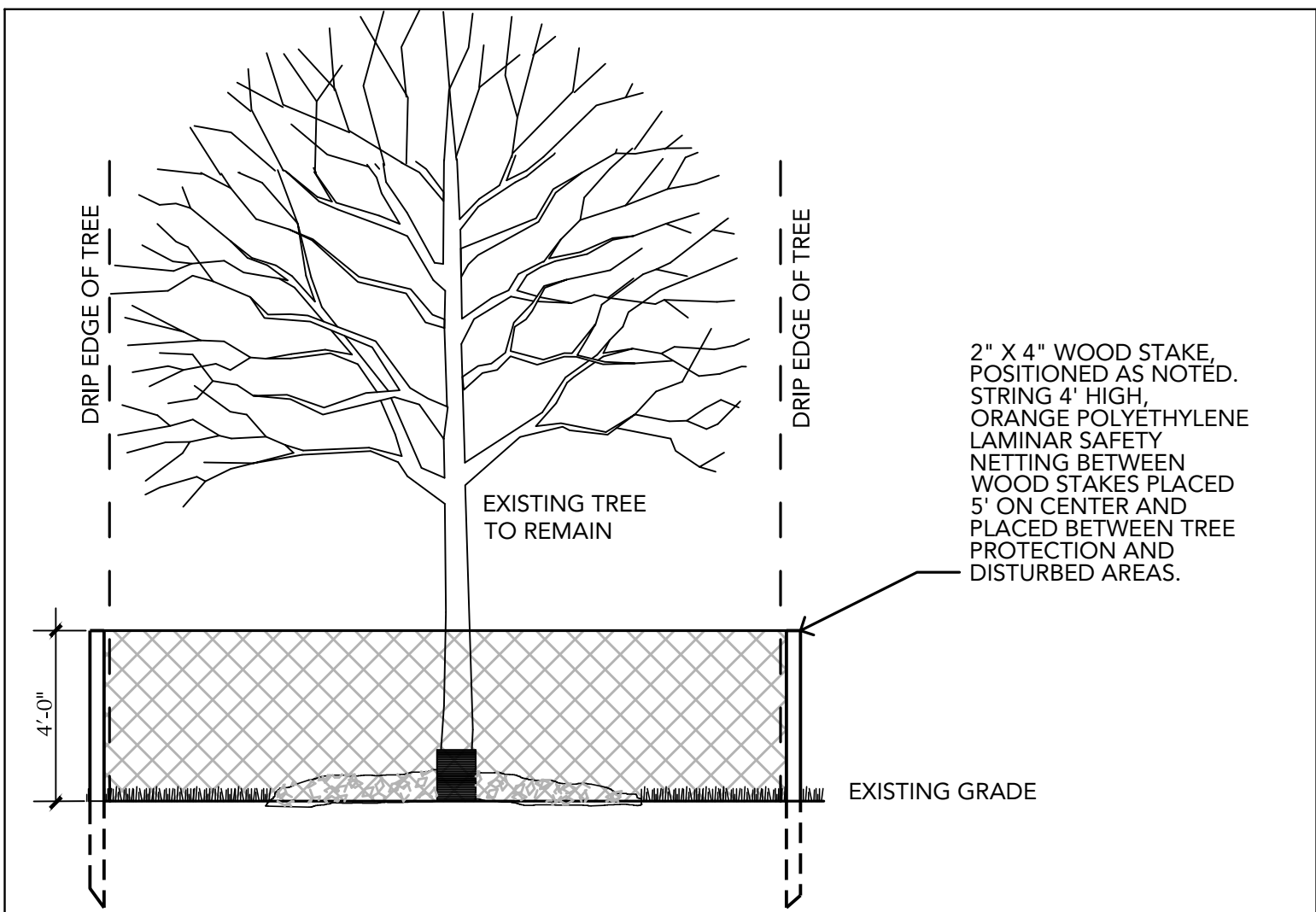
0 11 11
SCALE IN FEET

TREE PRESERVATION PLAN

L0-1

TREE CALIPER CALCULATIONS	
TOTAL TREES (in)	1233
TOTAL QUALIFYING TREES (in)	733
TOTAL QUALIFYING TREES PRESERVED (in)	523.5
TOTAL QUALIFYING TREES REMOVED (in)	209.5
TREE REMOVAL PERMITTED THRESHOLD (40%)	29%

SEE L0-2 TREE INVENTORY FOR TABLE



TREE PROTECTION NOTE:
INSTALL SNOW FENCE AROUND EACH TREE TO BE PROTECTED PRIOR TO GRADING. FENCE SHALL BE PLACED AT THE DRIP EDGE OR CRITICAL ROOT ZONES OF THE TREES. FENCING SHALL BE NO CLOSER THAN 6' TO THE TRUNK OF ANY TREE TO BE PROTECTED. THE PERIMETERS FOR TREES BEING PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCTS WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS.

THE CONTRACTOR SHALL HAVE "TREE PAINT" ON SITE AT ALL TIMES. IF AN OAK IS WOUNDED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY APPLY PAINT TO THE WOUND IN ORDER TO PREVENT OAK WILT. ALL DAMAGE TO TREES TO BE PROTECTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

LEGEND

- FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- SET 1/2 INCH X 1/4 INCH IRON MONUMENT, MARKED "LS 48988"
- ⊙ CATCH BASIN
- ⊙ STORM MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ HYDRANT
- ⊙ GATE VALVE
- ⊙ ELECTRIC TRANSFORMER
- ⊙ ELECTRIC METER
- ⊙ GAS METER
- ⊙ GUY WIRE
- ⊙ HAND HOLE
- ⊙ LIGHT POLE
- ⊙ POWER POLE
- ⊙ ROOF DRAIN
- ⊙ TELEPHONE PEDESTAL
- ⊙ SIGN
- ⊙ PARKING STALL COUNT
- ⊙ DISABLED PARKING STALL

- > STORM SEWER
- > SANITARY SEWER
- I — WATERMAIN
- S — SANITARY SEWER SERVICE
- W — WATER SERVICE
- ELE — UNDERGROUND ELECTRIC
- FO — UNDERGROUND FIBER OPTIC
- GAS — UNDERGROUND GAS
- TEL — UNDERGROUND TELEPHONE
- OH — OVERHEAD UTILITY
- ○ — CHAIN LINK FENCE
- CON — CONCRETE CURB
- RET — RETAINING WALL
- CON — CONCRETE
- NO — NO PARKING
- EX — EXISTING BUILDING
- CON — CONTOUR
- ⊙ SPOT ELEVATION
- ⊙ TREE LINE
- ⊙ CONIFEROUS TREE
- ⊙ PINE
- ⊙ DECIDUOUS TREE
- ⊙ ASH
- ⊙ MAPLE
- ⊙ TREE (GEN)

1 SCHEDULE B II ITEM
THE DISTANCES ARE SHOWN ON SIDE WITH FEATURE MEASURED TO PROPERTY LINE

0.2% 1/4" = 1'-0"

LOUCKS
PROJ-23258A-08

NAME	SPECIES	DBH	INCH	CONDITION	CLASSIFICATION	TYPE	REMOVED	REMAIN
1	Maple, red	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
2	Elm, Siberian	8.5	INCH	GOOD		SOFTWOOD	x	
3	Cottonwood	16.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
4	Elm, Siberian	9.0	INCH	GOOD		SOFTWOOD	x	
5	Locust, black	20.0	INCH	FAIR		HARDWOOD	x	
6	Locust, black	12.0	INCH	GOOD		HARDWOOD	x	
7	Locust, black	15.5	INCH	FAIR		HARDWOOD	x	
8	Locust, black	16.0	INCH	FAIR		HARDWOOD	x	
9	Locust, black	7.5	INCH	GOOD		HARDWOOD	x	
10	Locust, black	9.0	INCH	GOOD		HARDWOOD	x	
11	Locust, black	8.0	INCH	FAIR		HARDWOOD	x	
12	Hackberry	13.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
13	Hackberry	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
14	Ash, green	11.0	INCH	FAIR		HARDWOOD	x	
15	Hackberry	9.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
16	Hackberry	10.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
17	Elm, American	12.0	INCH	GOOD		SOFTWOOD	x	
18	Hackberry	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
19	Hickory, bitternut	12.5	INCH	GOOD		HARDWOOD		X
20	Hackberry	24.5	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
21	Hackberry	8.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
22	Elm, American	8.0	INCH	GOOD		SOFTWOOD		X
23	Oak, bur	9.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
24	Locust, black	13.0	INCH	GOOD		HARDWOOD		X
25	Locust, black	14.0	INCH	GOOD		HARDWOOD		X
26	Locust, black	11.5	INCH	GOOD		HARDWOOD		X
27	Oak, bur	24.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
28	Hackberry	10.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
29	Oak, bur	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
30	Oak, bur	11.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
31	Oak, bur	8.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
32	Oak, bur	11.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
33	Oak, red	12.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
34	Hackberry	9.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
35	Hackberry	7.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
36	Locust, black	15.0	INCH	FAIR		HARDWOOD		X
37	Hackberry	7.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
38	Hickory, bitternut	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
39	Cottonwood	17.5	INCH	FAIR	SIGNIFICANT	SOFTWOOD		X
40	Cottonwood	17.0	INCH	FAIR	SIGNIFICANT	SOFTWOOD		X
41	Elm, American	9.0	INCH	GOOD		SOFTWOOD		X
42	Hackberry	12.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
43	Oak, red	15.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
44	Hackberry	6.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
45	Cherry, black	7.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
46	Oak, red	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
47	Oak, red	16.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
48	Hackberry	15.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
49	Oak, bur	23.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
50	Hackberry	8.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
51	Locust, black	19.0	INCH	GOOD		HARDWOOD		X
52	Hackberry	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
53	Hackberry	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
54	Basswood	15.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
55	Locust, black	13.0	INCH	FAIR		HARDWOOD		X
56	Elm, American	9.0	INCH	FAIR		SOFTWOOD		X
57	Hackberry	11.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
58	Hackberry	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
59	Cherry, black	11.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
60	Hackberry	6.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
61	Elm, American	8.5	INCH	GOOD		SOFTWOOD	x	
62	Oak, bur	23.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
63	Oak, bur	24.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
64	Oak, bur	8.5	INCH	FAIR	SIGNIFICANT	HARDWOOD	x	
65	Elm, American	10.5	INCH	GOOD		SOFTWOOD	x	
66	Hickory, bitternut	14.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
67	Oak, red	9.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
68	Elm, American	8.5	INCH	GOOD		SOFTWOOD	x	
69	Hackberry	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
70	Hackberry	9.0	INCH	FAIR	SIGNIFICANT	HARDWOOD	x	
71	Hackberry	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
72	Elm, American	17.0	INCH	GOOD		SOFTWOOD	x	
73	Cherry, black	9.0	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
74	Hackberry	8.5	INCH	GOOD	SIGNIFICANT	HARDWOOD	x	
75	Cottonwood	14.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
76	Locust, black	7.0	INCH	FAIR		HARDWOOD	x	
77	Locust, black	12.5	INCH	GOOD		HARDWOOD	x	
78	Hackberry	8.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
79	Cherry, black	7.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
80	Hackberry	12.0	INCH	GOOD	SIGNIFICANT	HARDWOOD		X

NAME	SPECIES	DBH	INCH	CONDITION	CLASSIFICATION	TYPE	REMOVED	REMAIN
81	Elm, American	8.5	INCH	GOOD		SOFTWOOD		X
82	Catalpa	17.5	INCH	FAIR	SIGNIFICANT	SOFTWOOD		X
83	Catalpa	13.5	INCH	FAIR	SIGNIFICANT	SOFTWOOD		X
84	Cherry, black	6.0	INCH	FAIR	SIGNIFICANT	HARDWOOD		X
85	Locust, black	9.0	INCH	FAIR		HARDWOOD	x	
86	Locust, black	7.5	INCH	GOOD		HARDWOOD	x	
87	Locust, black	10.5	INCH	GOOD		HARDWOOD	x	
88	Elm, American	10.0	INCH	GOOD		SOFTWOOD	x	
89	Ash, green	7.0	INCH	GOOD		HARDWOOD	x	
90	Ash, green	6.0	INCH	GOOD		HARDWOOD	x	
91	Ash, green	7.0	INCH	GOOD		HARDWOOD		X
92	Locust, black	17.0	INCH	GOOD		HARDWOOD		X
93	Locust, black	15.0	INCH	FAIR		HARDWOOD		X
94	Locust, black	8.5	INCH	GOOD		HARDWOOD		X
95	Locust, black	11.0	INCH	GOOD		HARDWOOD		X
96	Locust, black	9.0	INCH	GOOD		HARDWOOD		X
97	Locust, black	8.0	INCH	GOOD		HARDWOOD		X
98	Locust, black	9.5	INCH	GOOD		HARDWOOD		X
99	Locust, black	6.5	INCH	GOOD		HARDWOOD		X
100	Locust, black	6.5	INCH	GOOD		HARDWOOD		X
101	Locust, black	9.0	INCH	GOOD		HARDWOOD		X
102	Locust, black	7.5	INCH	FAIR		HARDWOOD		X
103	Locust, black	9.0	INCH	GOOD		HARDWOOD		X
104	Locust, black	7.5	INCH	GOOD		HARDWOOD		X
105	Locust, black	6.5	INCH	GOOD		HARDWOOD	x	
106	Cottonwood	9.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
107	Cottonwood	8.5	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
108	Cottonwood	8.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
109	Cottonwood	10.0	INCH	FAIR	SIGNIFICANT	SOFTWOOD	x	
110	Cottonwood	9.5	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
111	Cottonwood	14.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
112	Cottonwood	8.5	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	
113	Cottonwood	9.0	INCH	GOOD	SIGNIFICANT	SOFTWOOD	x	

QUALIFYING TREE: A HEALTHY TREE MEETING ONE (1) OF THE FOLLOWING DEFINITIONS: A HARDWOOD DECIDUOUS TREE AT LEAST SIX INCHES (6") DBH, A SOFTWOOD DECIDUOUS TREE AT LEAST EIGHT INCHES (8") DBH, OR A CONIFEROUS TREE AT LEAST TEN FEET (10') IN HEIGHT, BUT NO TREES CONSISTING OF THE FOLLOWING SPECIES: ANY TREE ON THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES INVASIVE SPECIES LIST, ASH, OR ELM.

COTTAGE GROVE MULTI-FAMILY

6850 E POINT DOUGLAS RD S, COTTAGE GROVE, MN 55016

ROERS COMPANIES

2 CARLSON PKWY #400, PLYMOUTH, MN 55447

LOUCKS

PLANNING CIVIL ENGINEERING LAND SURVEYING LANDSCAPE ARCHITECTURE ENVIRONMENTAL

7200 Hemlock Lane, Suite 300 Maple Grove, MN 55369 763.424.5505 www.loucksinc.com

KW

koos wilson architects

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made in the full file of the party making such revisions, additions or deletions and the user shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

CITY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

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.

Licensed Professional Engineer - PE 56088

QUALITY CONTROL

Loucks Project No. 023528.0A
Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

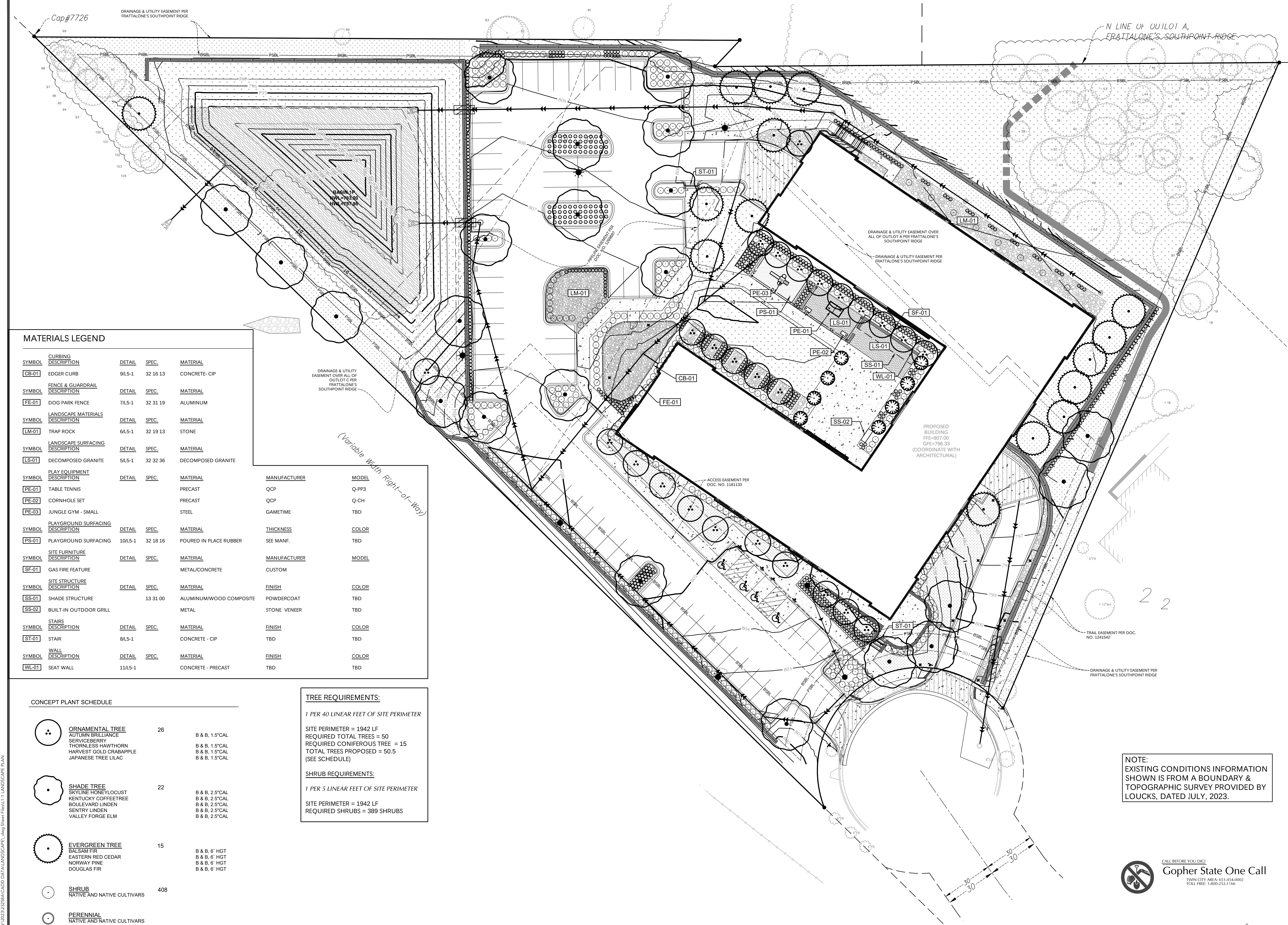
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C1-1 EXISTING CONDITIONS
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L0-2 TREE INVENTORY SCHEDULE
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L5-1 LANDSCAPE DETAILS

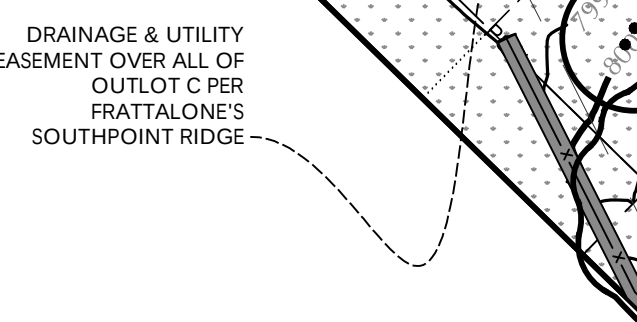
TREE INVENTORY SCHEDULE

L0-2

Printed: 11/15/2023 1:23 PM W:\2023\3258A\CADD\DATA\LANDSCAPE.dwg Sheet File: L1.1 LANDSCAPE PLAN



MATERIALS LEGEND

<u>SYMBOL</u>	<u>CURBING DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>		
<u>CB-01</u>	EDGER CURB	9/L5-1	32 16 13	CONCRETE- CIP		
<u>SYMBOL</u>	<u>FENCE & GUARDRAIL DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	 DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT C PER FRATTALONE'S SOUTHPOINT RIDGE	
<u>FE-01</u>	DOG PARK FENCE	7/L5-1	32 31 19	ALUMINUM		
<u>SYMBOL</u>	<u>LANDSCAPE MATERIALS DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>		
<u>LM-01</u>	TRAP ROCK	6/L5-1	32 19 13	STONE		
<u>SYMBOL</u>	<u>LANDSCAPE SURFACING DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>		
<u>LS-01</u>	DECOMPOSED GRANITE	5/L5-1	32 32 36	DECOMPOSED GRANITE		
<u>SYMBOL</u>	<u>PLAY EQUIPMENT DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
<u>PE-01</u>	TABLE TENNIS			PRECAST	QCP	Q-PP3
<u>PE-02</u>	CORNHOLE SET			PRECAST	QCP	Q-CH
<u>PE-03</u>	JUNGLE GYM - SMALL			STEEL	GAMETIME	TBD
<u>SYMBOL</u>	<u>PLAYGROUND SURFACING DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>THICKNESS</u>	<u>COLOR</u>
<u>PS-01</u>	PLAYGROUND SURFACING	10/L5-1	32 18 16	POURED IN PLACE RUBBER	SEE MANF.	TBD
<u>SYMBOL</u>	<u>SITE FURNITURE DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
<u>SF-01</u>	GAS FIRE FEATURE			METAL/CONCRETE	CUSTOM	
<u>SYMBOL</u>	<u>SITE STRUCTURE DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>FINISH</u>	<u>COLOR</u>
<u>SS-01</u>	SHADE STRUCTURE	13 31 00		ALUMINUM/WOOD COMPOSITE	POWDERCOAT	TBD
<u>SS-02</u>	BUILT-IN OUTDOOR GRILL			METAL	STONE VENEER	TBD
<u>SYMBOL</u>	<u>STAIRS DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>FINISH</u>	<u>COLOR</u>
<u>ST-01</u>	STAIR	8/L5-1		CONCRETE - CIP	TBD	TBD
<u>SYMBOL</u>	<u>WALL DESCRIPTION</u>	<u>DETAIL</u>	<u>SPEC.</u>	<u>MATERIAL</u>	<u>FINISH</u>	<u>COLOR</u>
<u>WL-01</u>	SEAT WALL	11/L5-1		CONCRETE - PRECAST	TBD	TBD

CONCEPT PLANT SCHEDULE

	ORNAMENTAL TREE AUTUMN BRILLIANCE SERVICEBERRY THORNLESS HAWTHORN HARVEST GOLD CRABAPPLE JAPANESE TREE LILAC	26	B & B, 1.5" CAL B & B, 1.5" CAL B & B, 1.5" CAL B & B, 1.5" CAL
	SHADE TREE SKYLINE HONEYLOCUST KENTUCKY COFFEETREE BOULEVARD LINDEN SENTRY LINDEN VALLEY FORGE ELM	22	B & B, 2.5" CAL B & B, 2.5" CAL B & B, 2.5" CAL B & B, 2.5" CAL B & B, 2.5" CAL
	EVERGREEN TREE BALSAM FIR EASTERN RED CEDAR NORWAY PINE DOUGLAS FIR	15	B & B, 6' HGT B & B, 6' HGT B & B, 6' HGT B & B, 6' HGT
	SHRUB NATIVE AND NATIVE CULTIVARS	408	
	PERENNIAL NATIVE AND NATIVE CULTIVARS		

	TURF SEED AND/OR SOD
	STORWATER BASIN SEED MIX MNDOT APPROVED

TREE REQUIREMENTS:

1 PER 40 LINEAR FEET OF SITE PERIMETER

SITE PERIMETER = 1942 LF
REQUIRED TOTAL TREES = 50
REQUIRED CONIFEROUS TREE = 15
TOTAL TREES PROPOSED = 50.5
(SEE SCHEDULE)

SHRUB REQUIREMENTS:

1 PER 5 LINEAR FEET OF SITE PERIMETER

SITE PERIMETER = 1942 LF
REQUIRED SHRUBS = 389 SHRUBS

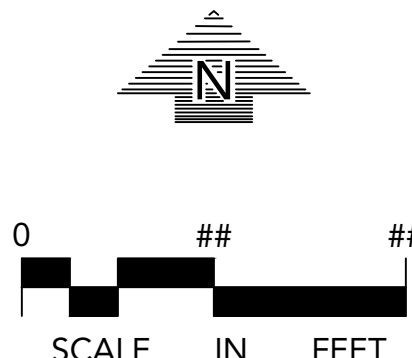
NOTE:
EXISTING CONDITIONS INFORMATION
SHOWN IS FROM A BOUNDARY &
TOPOGRAPHIC SURVEY PROVIDED BY
LOUCKS, DATED JULY, 2023.

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



COTTAGE GROVE MULTI-FAMILY

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www.loucksinc.com

KW KOOS WILSON architects

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SUBMITTAL/REVISIONS

CITY SUBMITTAL 11/15/2023

PROFESSIONAL SIGNATURE

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.

Licensed Professional Engineer - PE 56088

QUALITY CONTROL

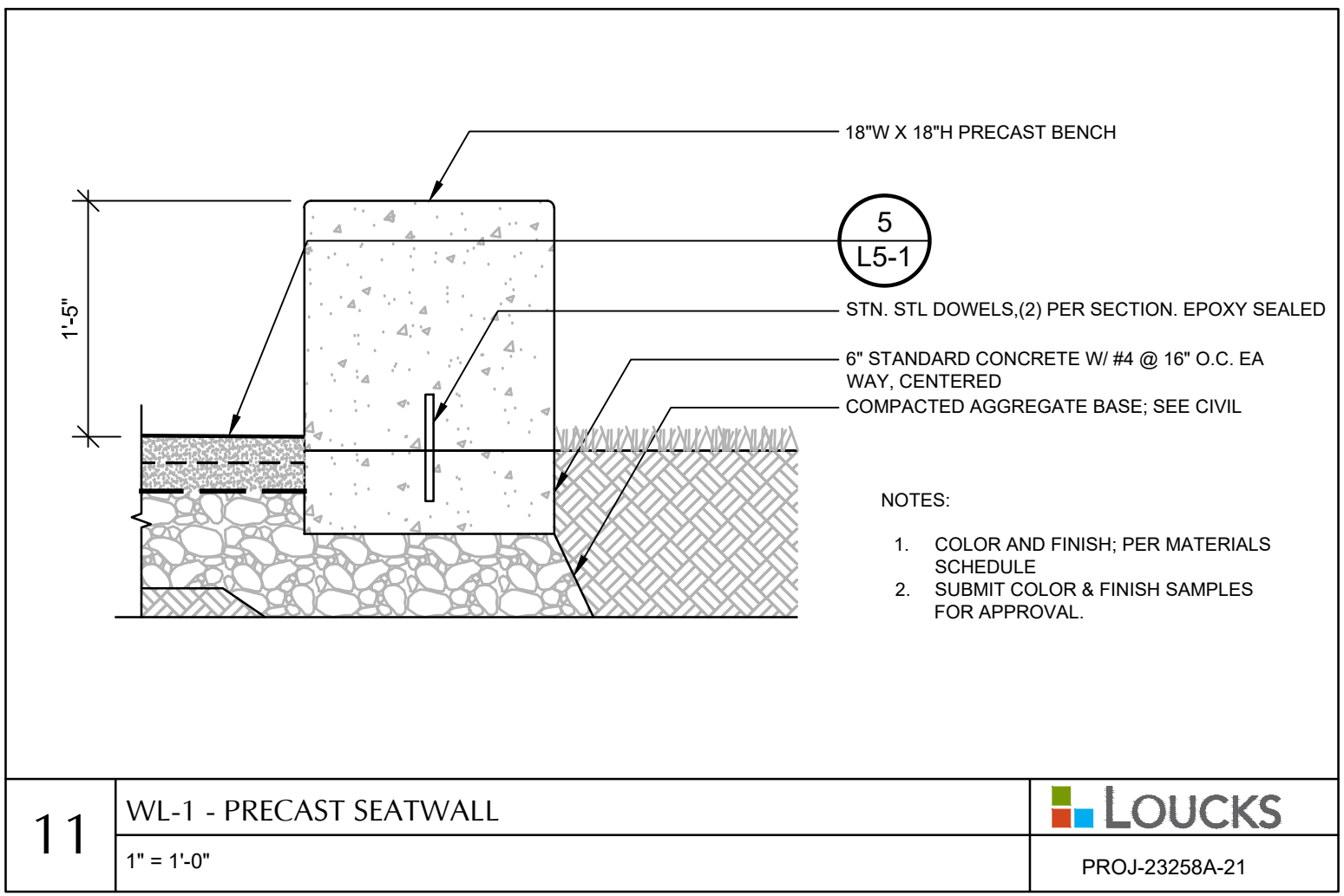
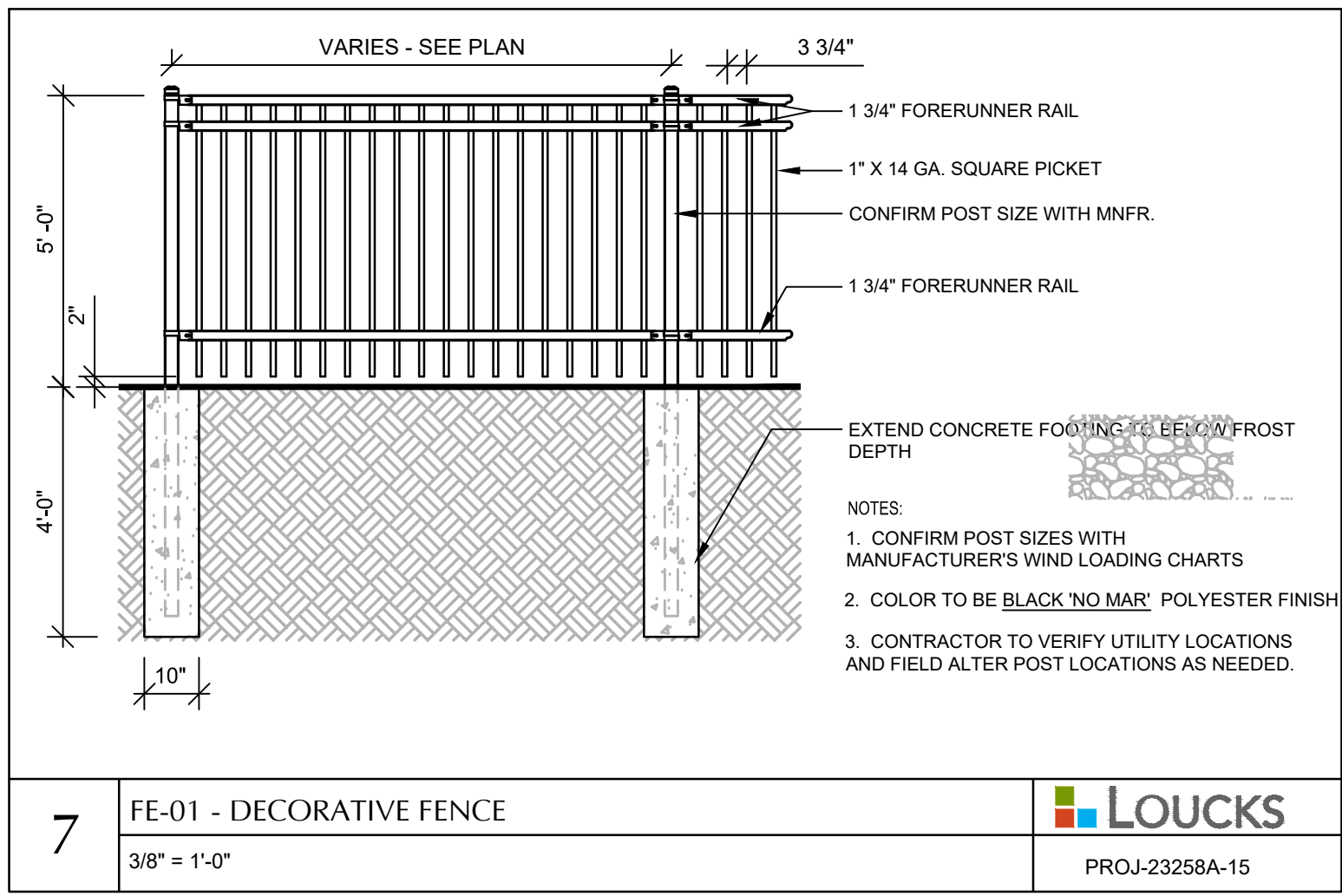
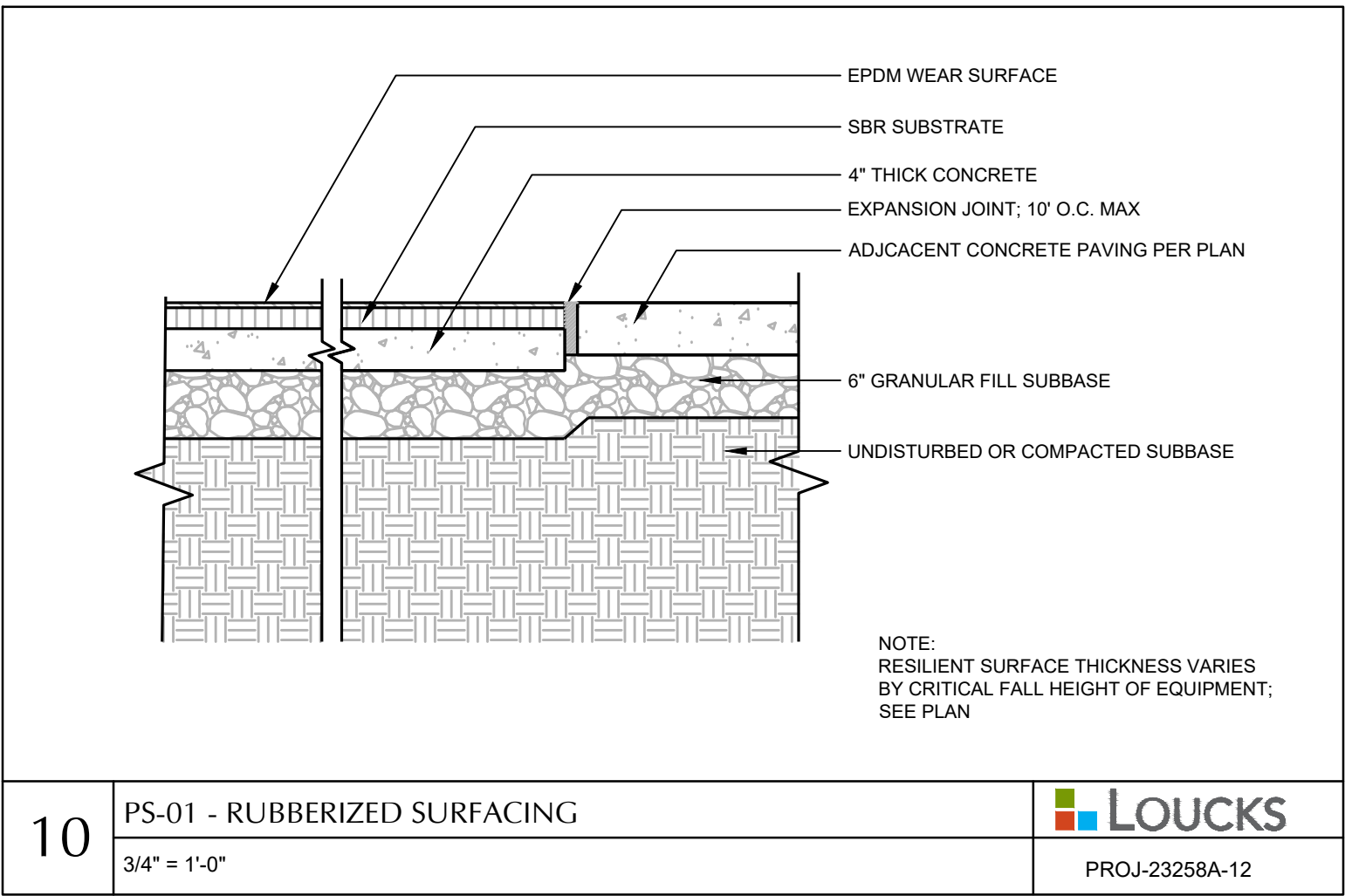
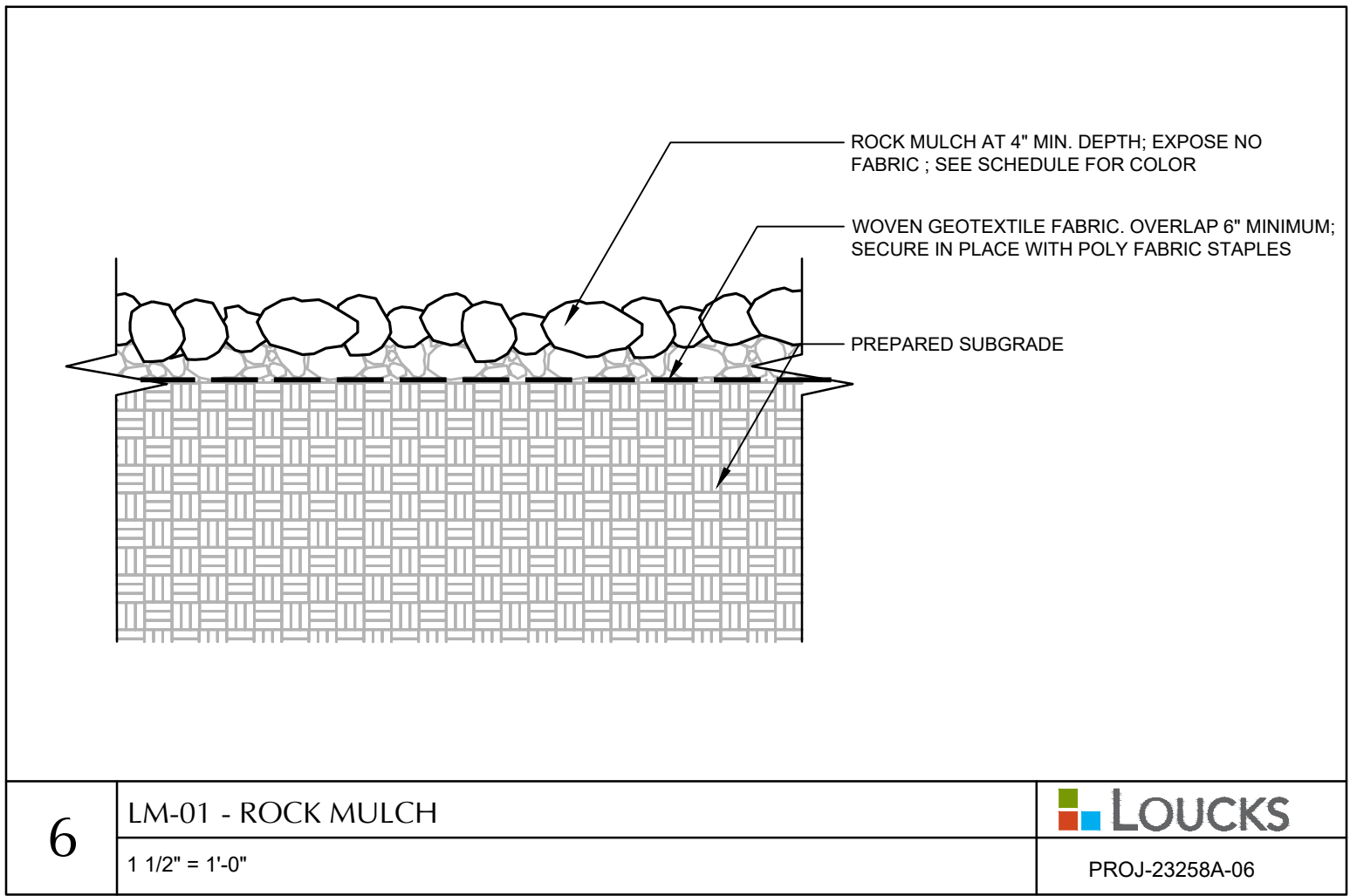
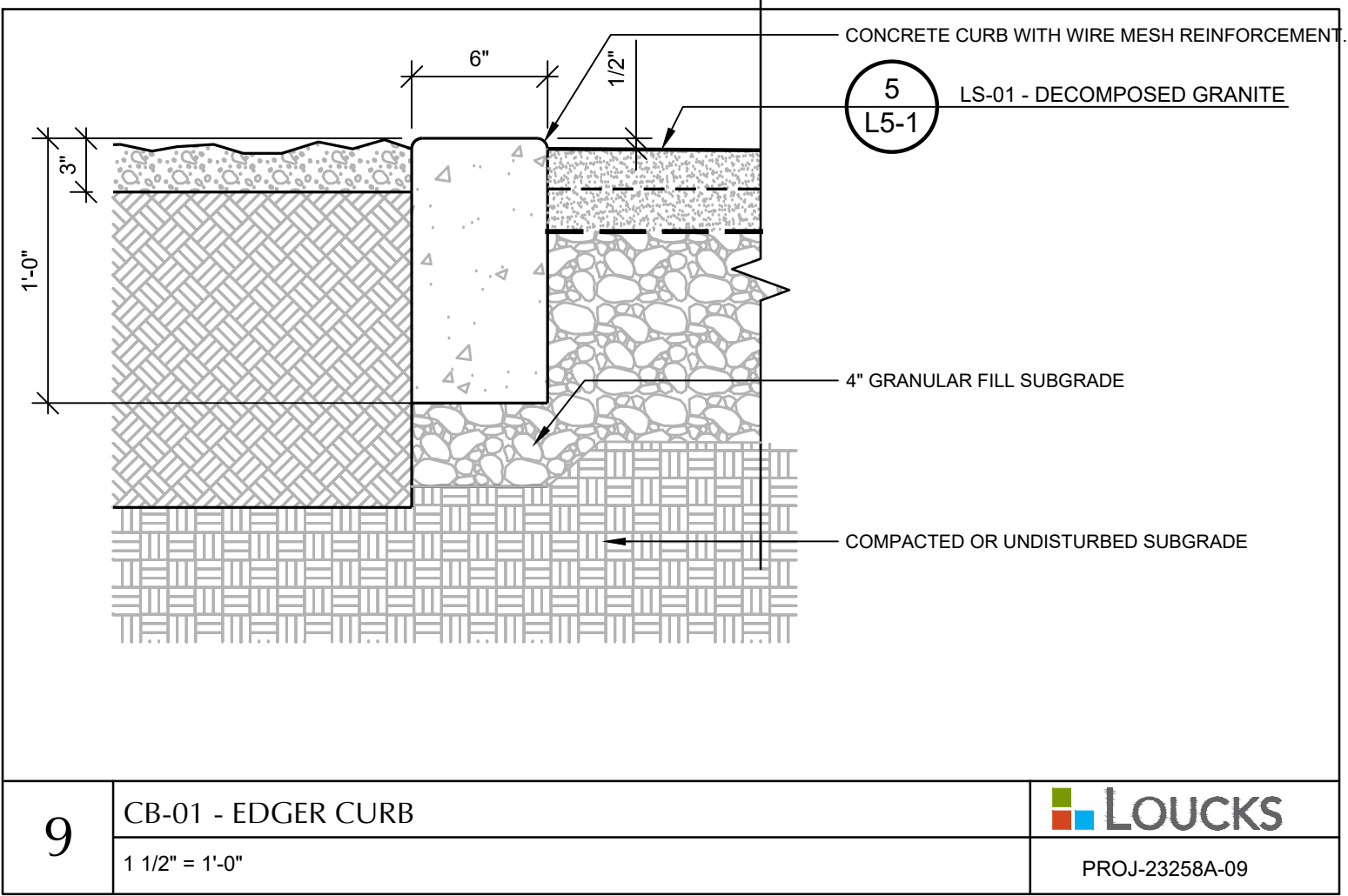
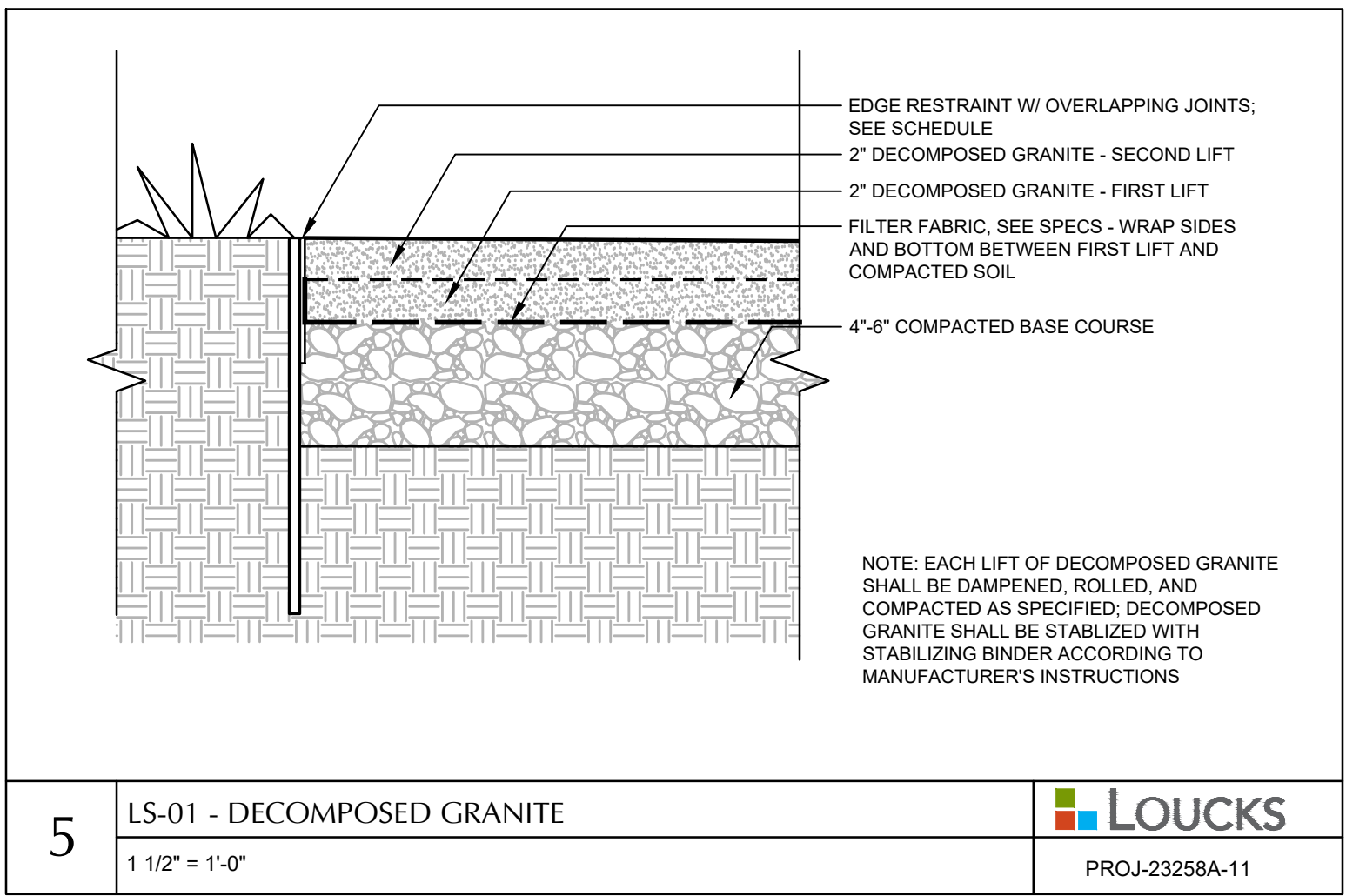
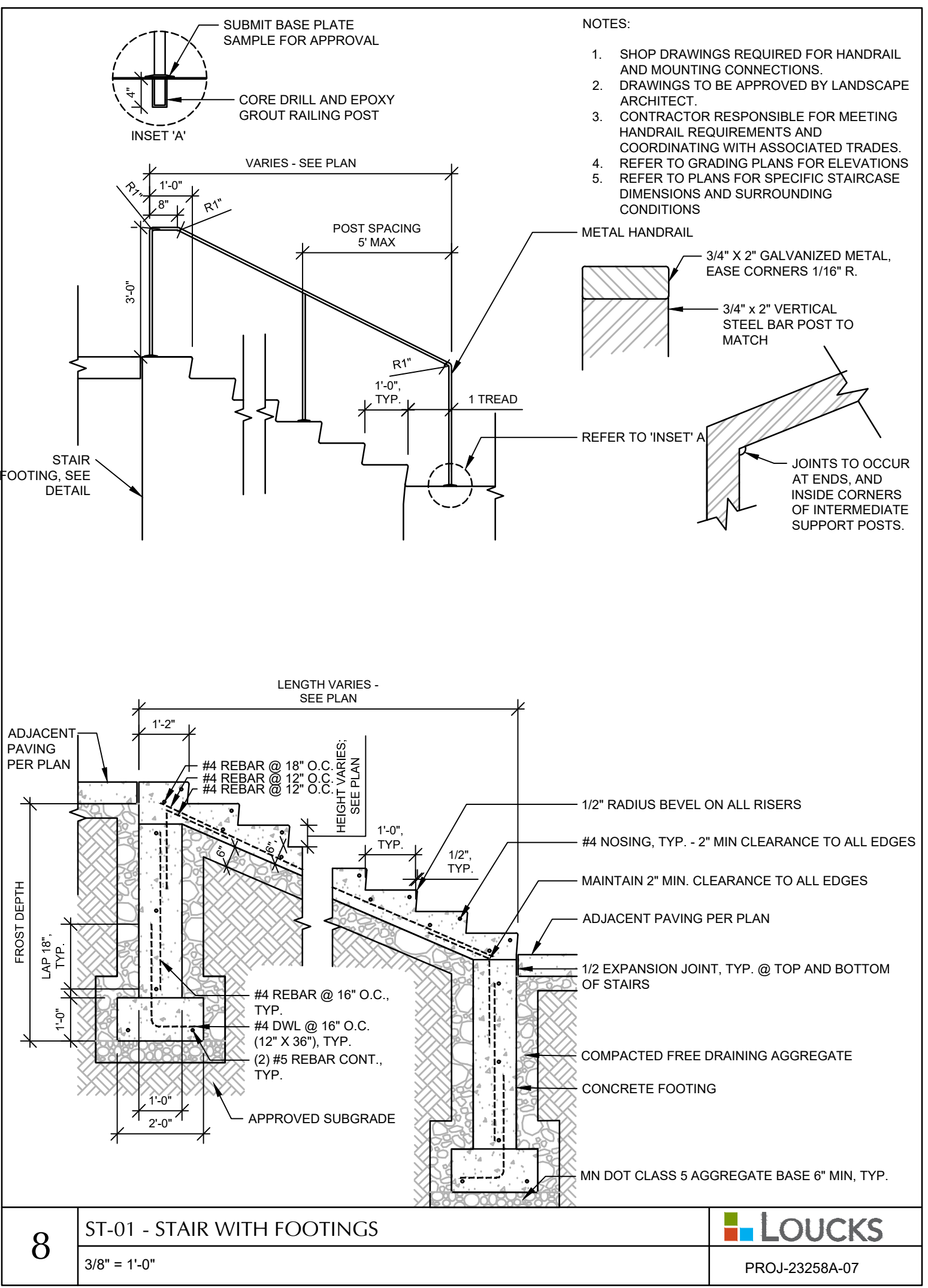
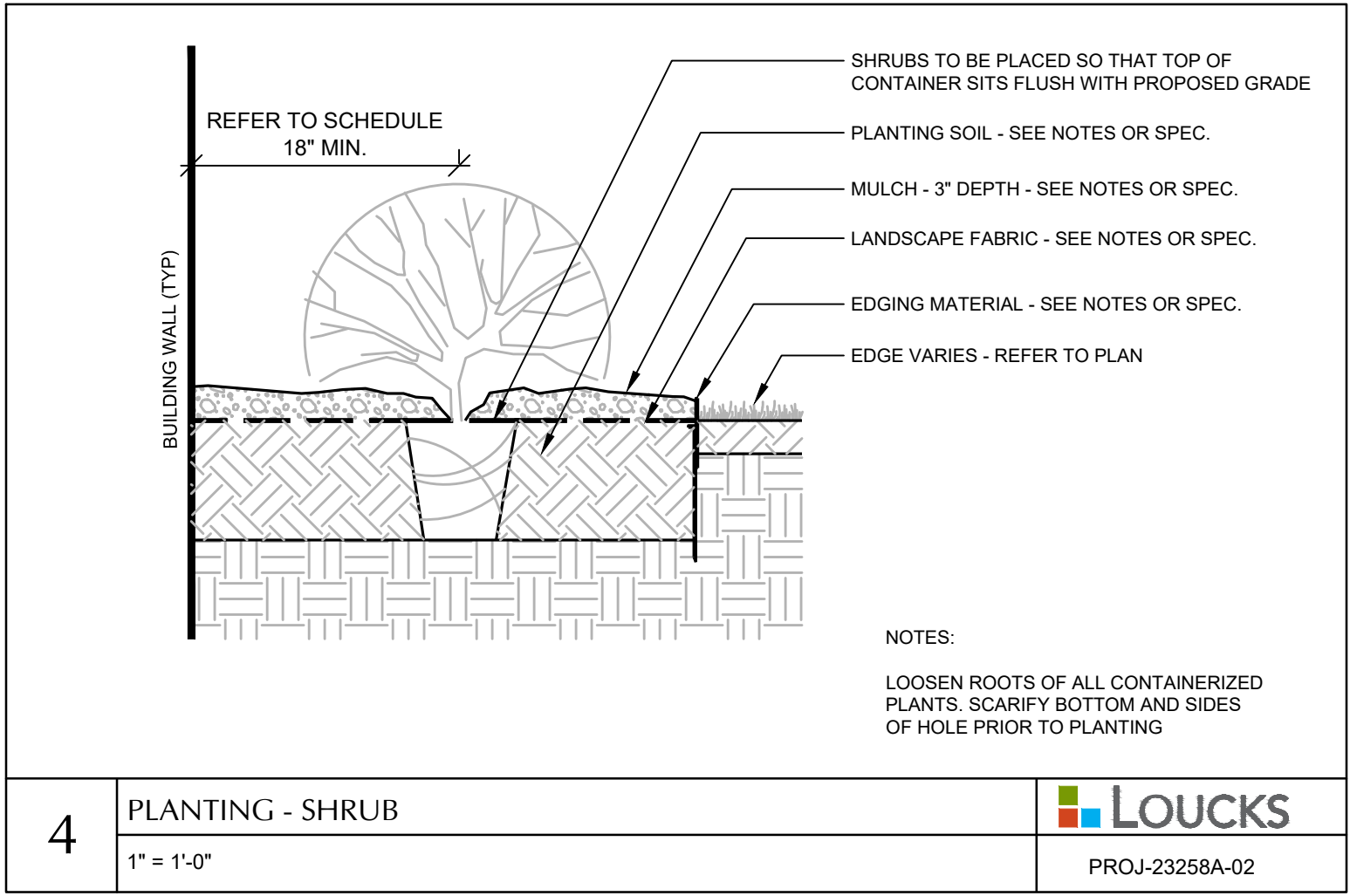
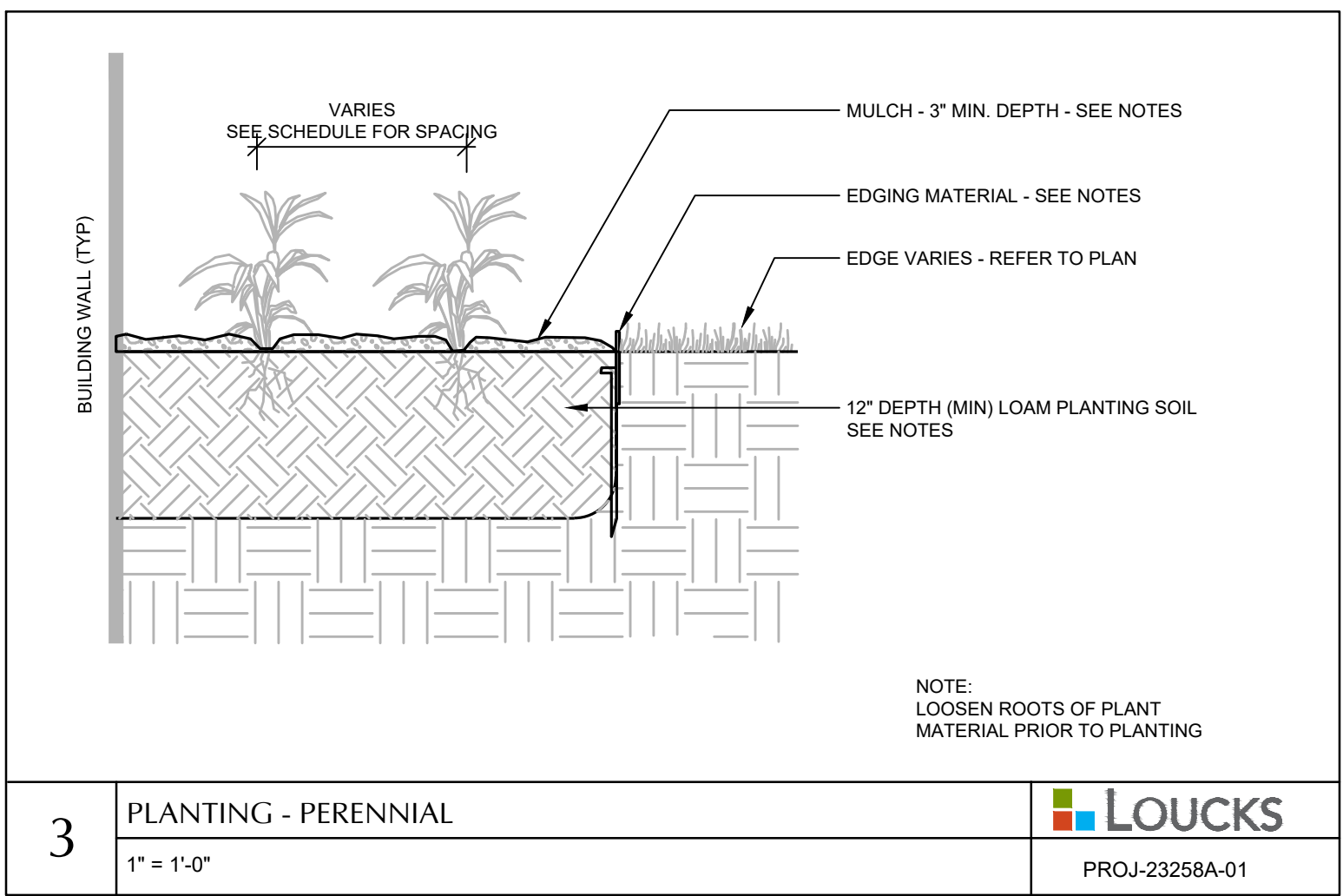
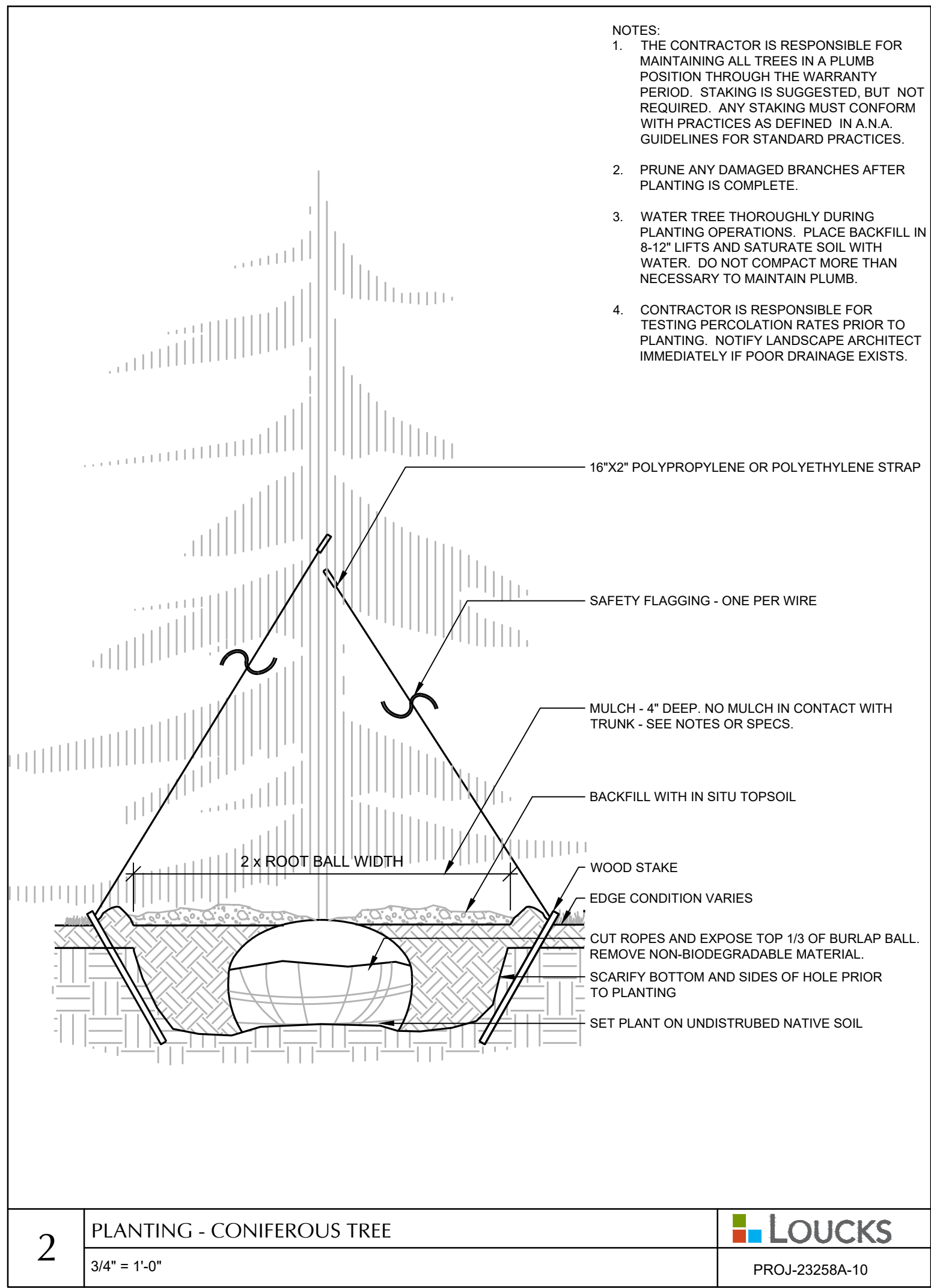
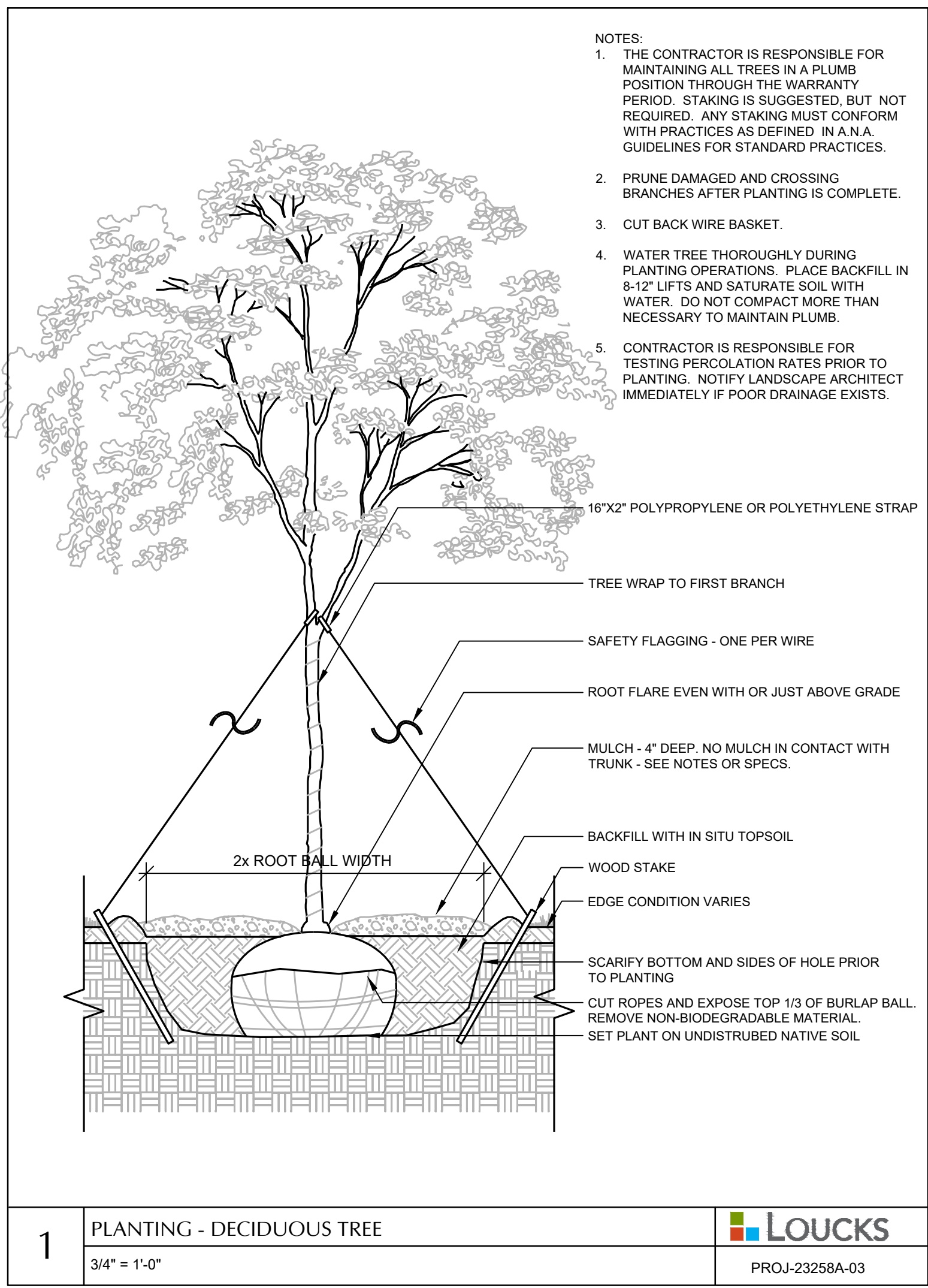
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Project Lead SRT
Drawn By LAH/JDL
Checked By SRT
Review Date 11/15/2023

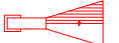
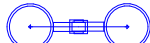
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L1-1 LANDSCAPE PLAN
L5-1 LANDSCAPE DETAILS

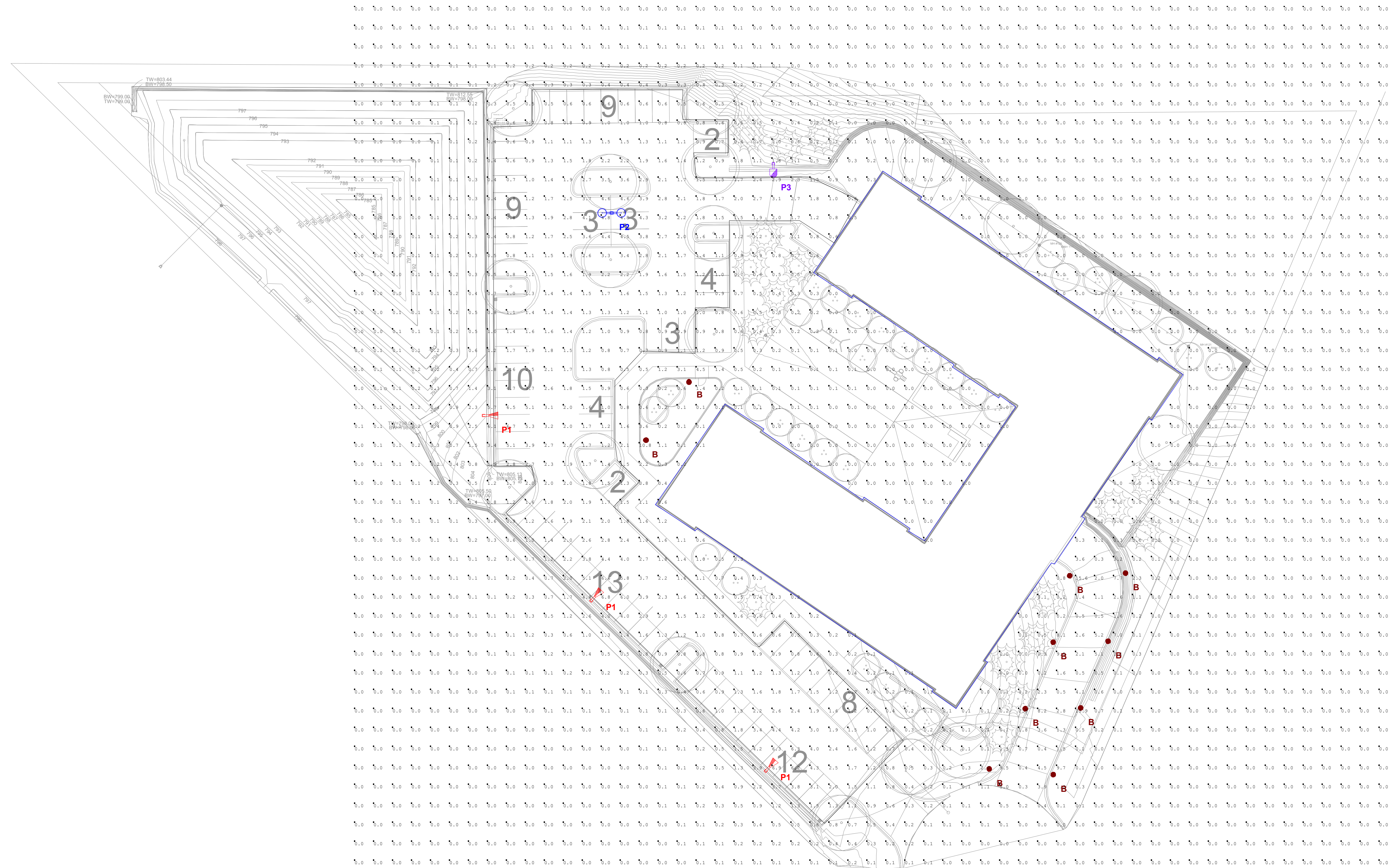
LANDSCAPE PLAN

L1-1



Luminaire Schedule						
Symbol	Qty	Label	Mounting Height	Lum. Watts	LLF	Description
	10	B	5	30.3	0.900	PBL-60-14L-600-NW-G2-3-UNV
	3	P1	20	136.2	0.900	OPF-S-A07-740-T4W
	1	P2	20	90.68	0.900	OPF-S-A04-740-T5W
	1	P3	20	63.59	0.900	OPF-S-A03-740-T3M

Calculation Summary						
Project: Calculations						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	1.94	6.9	0.5	3.88	13.80



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect.
This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

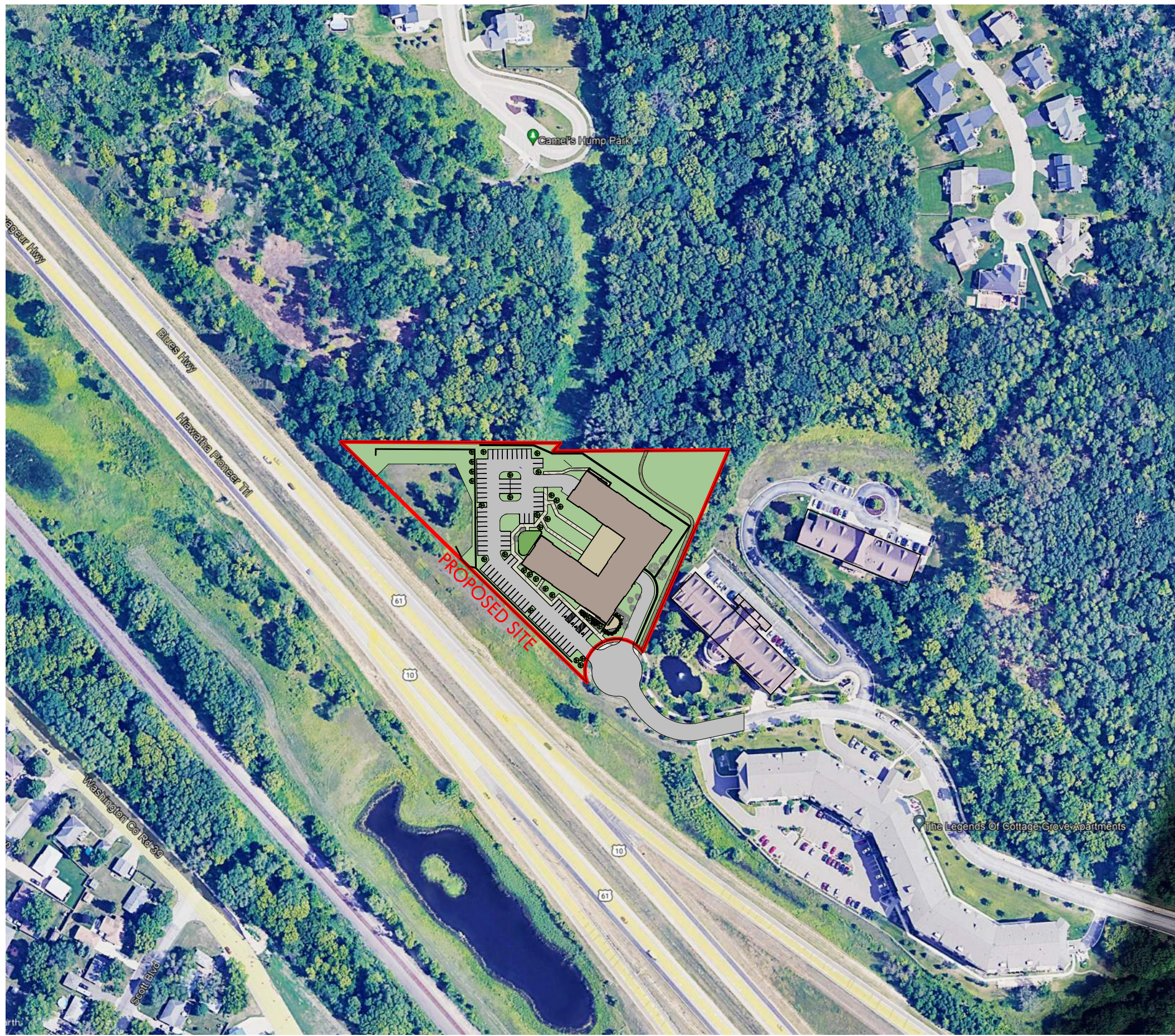
COTTAGE GROVE APARTMENTS

10/30/2023

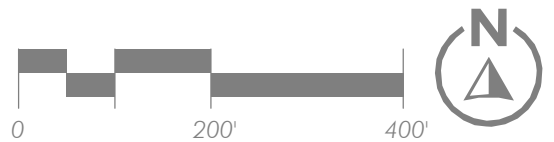


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1 Area Plan
1" = 200'-0"



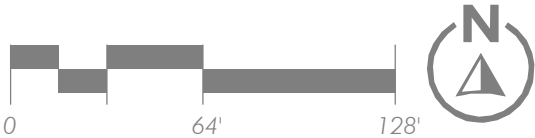


SITE PLAN KEY

- 1 BUILDING ENTRANCE
- 2 UPPER GARAGE ENTRANCE
- 3 LOWER GARAGE ENTRANCE
- 4 COURTYARD AMENITY
- 5 DOG RUN
- 6 STORMWATER RETENTION
- 7 TRASH STAGING

PARKING		
Level	Type	Count
Level -1	GARAGE	82
Level 1	GARAGE	52
Level 1	Surface	82

216

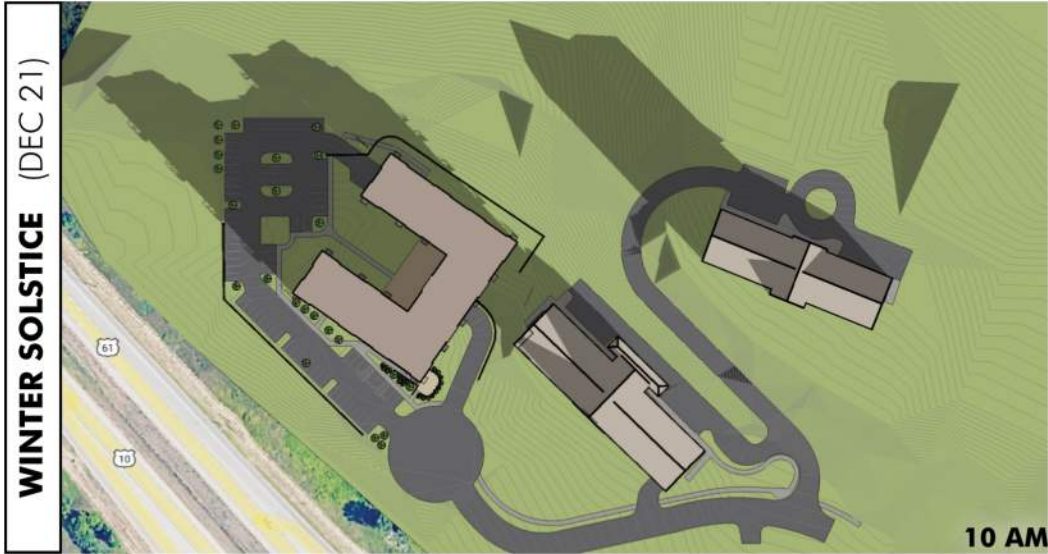


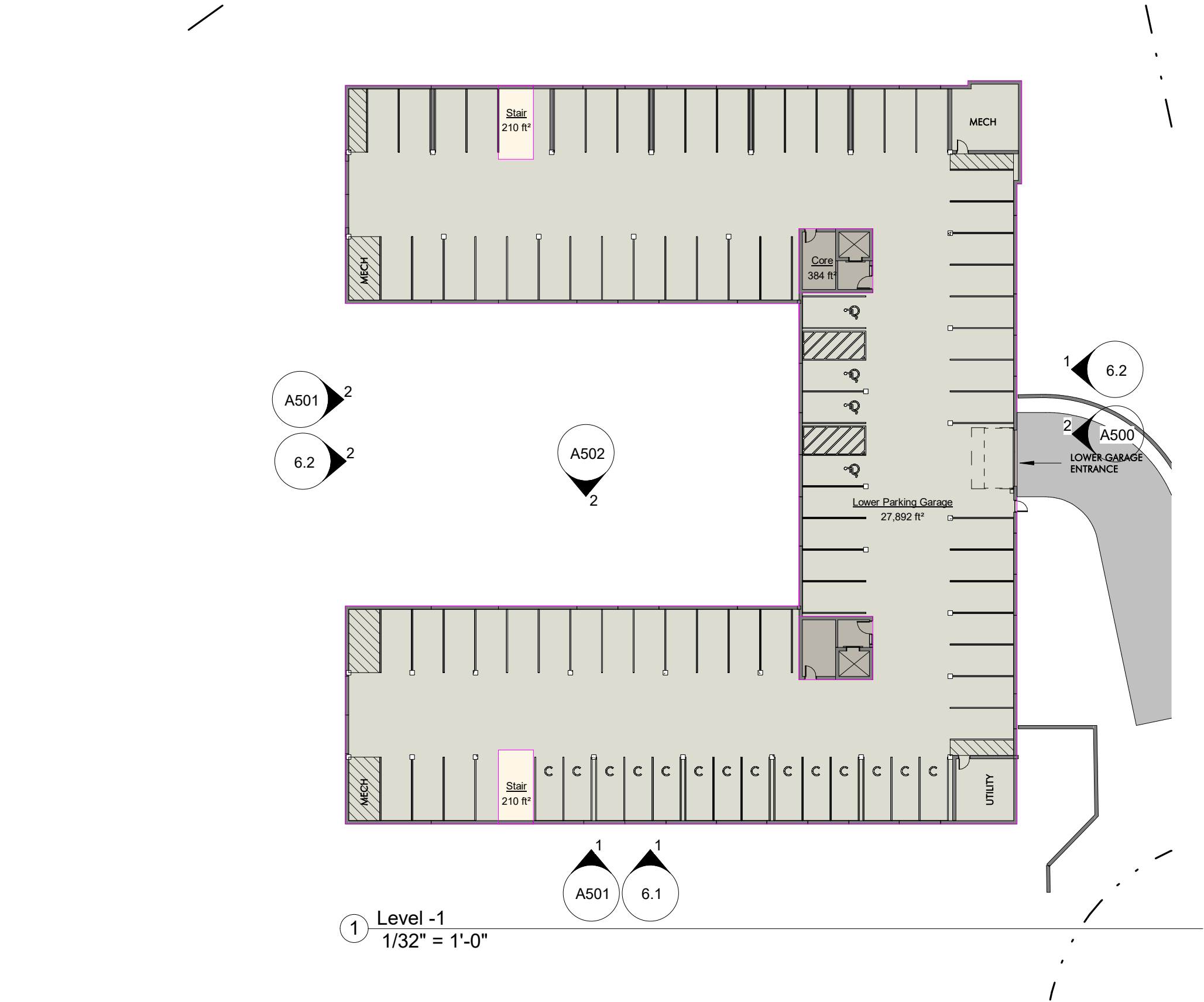
1 SD Site Plan
1/64" = 1'-0"



SITE PLAN

COTTAGE GROVE APARTMENTS





UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area	%
		Main Floor	

0 BR (Studio)			
Unit 0-0	10	497 ft²	7%
	10		7%

1BR			
Unit 1-1	50	733 ft²	35%
Unit 1-4	1	718 ft²	1%
	51		35%

1BR +D			
Unit 1D-1	10	804 ft²	7%
	10		7%

2BR			
Unit 2-2	10	1,230 ft²	7%
Unit 3-0	40	954 ft²	28%
Unit 3-5	1	939 ft²	1%
	51		35%

3BR			
Unit 3-2	20	1,339 ft²	14%
Unit 3-4	2	1,278 ft²	1%
	22		15%

Grand total	144		100%
-------------	-----	--	------

PARKING

Level	Type	Count
Level -1	GARAGE	82
Level 1	GARAGE	52
Level 1	Surface	82

216





1 Level 1
1/32" = 1'-0"

UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area	%
		Main Floor	

0 BR (Studio)

Unit 0-0	10	497 ft ²	7%
	10		7%

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Unit 1-4	1	718 ft ²	1%
	51		35%

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	10		7%

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	51		35%

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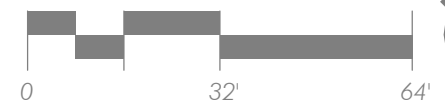
Unit 3-2	20	1,339 ft ²	14%
Unit 3-4	2	1,278 ft ²	1%
	22		15%

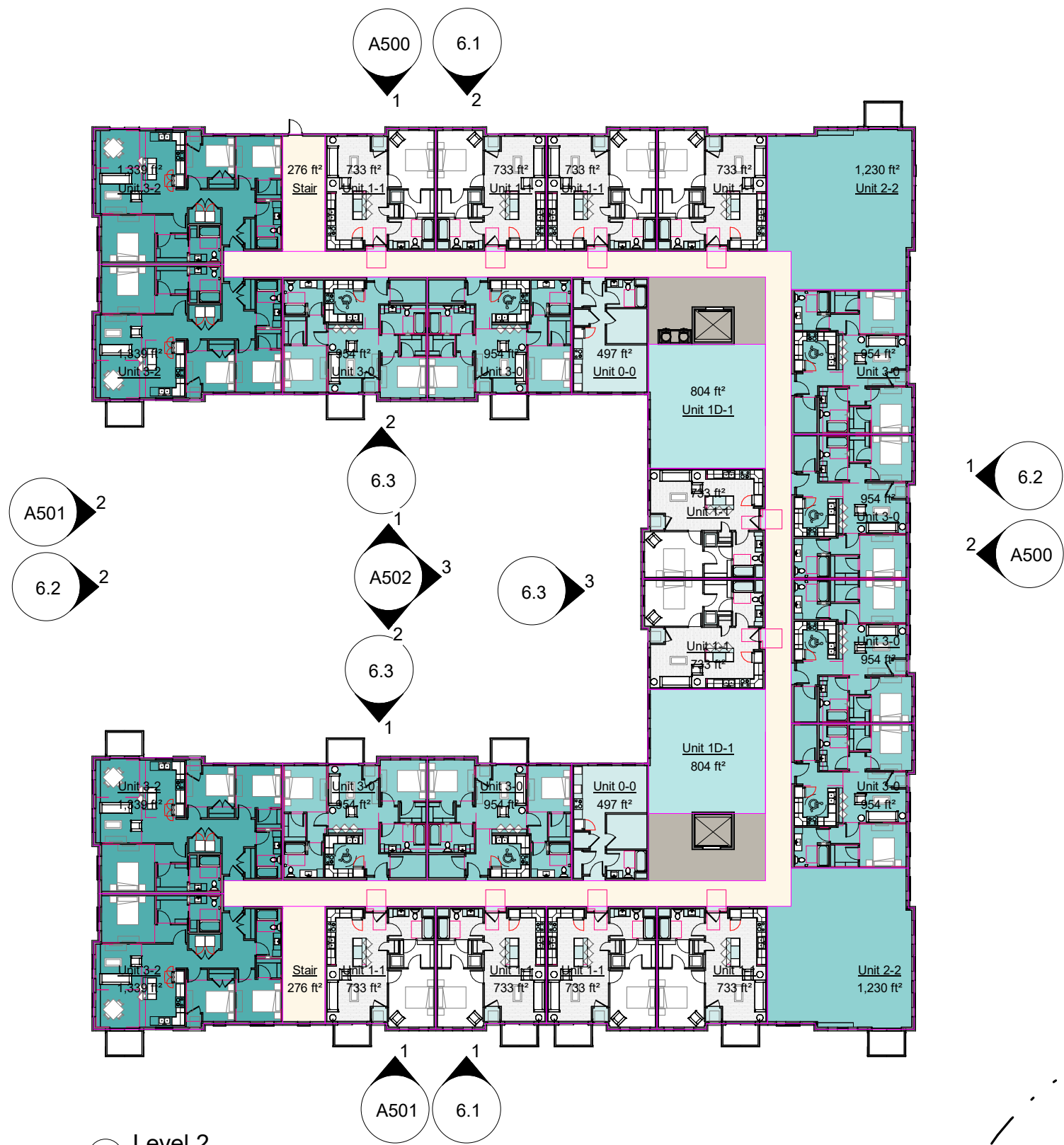
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Unit 2-2	10	1,230 ft²	7%
Unit 3-0	40	954 ft²	28%
Unit 3-5	1	939 ft²	1%
	51		35%

3BR

Unit 3-2	20	1,339 ft²	14%
Unit 3-4	2	1,278 ft²	1%
	22		15%

Grand total	144		100%
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PARKING

Level	Type	Count
Level -1	GARAGE	82
Level 1	GARAGE	52
Level 1	Surface	82

216







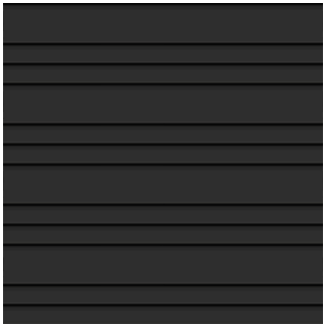
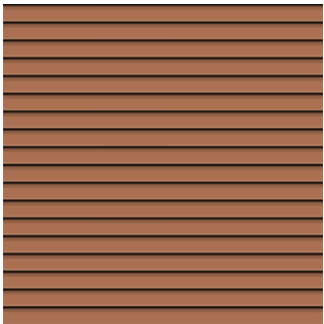




EXTERIOR MATERIALS

Material Mark	Description	Image
4.1	Manufactured Stone Veneer - Color: Platinum Prostack Lite MN	
4.2	Architectural Concrete Block - Split Face - Color: Cream	
7.1	Fiber Cement Panel - Color: Quarry Gray	
7.2	Fiber Cement Panel - Color: Iron Gray	

EXTERIOR MATERIALS

Material Mark	Description	Image
7.3	Fiber Cement Lap Siding - Alternating 4/4/8 - Color: Iron Gray	
7.4	Fiber Cement Lap Siding - 6" Horizontal - Color: SW6356 Copper Mountain	
8.1	Window Glazing	

EXTERIOR MATERIALS - TOTAL BUILDING

- CLASS 1: 33,047 SF (47%)

 - STONE: 12,432 SF (17%)
 - GLASS: 20,615 SF (30%)
- CLASS 2: 37,331 SF (53%)

 - SPECIALTY BLOCK: 9,956 SF (10%)
 - CEMENT BOARD: 27,375 SF (53%)



MATERIAL AREAS - SOUTH ELEVATION

CLASS 1: 6,389 SF (48%)
 STONE: 2,358 SF (18%)
 GLASS: 4,031 SF (30%)

CLASS 2: 6,957 SF (52%)
 SPECIALTY BLOCK: 2,480 SF (19%)
 CEMENT BOARD: 4,477 SF (33%)

AVERAGE GRADE PLANE

① Elevation - South
 1" = 20'-0"



MATERIAL AREAS - NORTH ELEVATION

CLASS 1: 5,558 SF (51%)
 STONE: 2,387 SF (18%)
 GLASS: 3,171 SF (30%)

CLASS 2: 5,279 SF (49%)
 SPECIALTY BLOCK: 0 SF (0%)
 CEMENT BOARD: 5,279 SF (33%)

② Elevation - North
 1" = 20'-0"





① Elevation - Courtyard South
1" = 20'-0"

MATERIAL AREAS - COURTYARD SOUTH ELEVATION

CLASS 1: 3,995 SF (46%)
STONE: 1,254 SF (14%)
GLASS: 2,741 SF (32%)

CLASS 2: 4,738 SF (54%)
SPECIALTY BLOCK: 980 SF (11%)
CEMENT BOARD: 3,758 SF (43%)

MATERIAL AREAS - COURTYARD WEST ELEVATION

CLASS 1: 2,330 SF (40%)
STONE: 553 SF (10%)
GLASS: 1,777 SF (30%)

CLASS 2: 3,466 SF (60%)
SPECIALTY BLOCK: 896 SF (15%)
CEMENT BOARD: 2,570 SF (45%)



③ Elevation - Courtyard West
1" = 20'-0"



② Elevation - Courtyard North
1" = 20'-0"

MATERIAL AREAS - COURTYARD NORTH ELEVATION

CLASS 1: 3,531 SF (40%)
STONE: 1,254 SF (14%)
GLASS: 2,277 SF (26%)

CLASS 2: 5,208 SF (60%)
SPECIALTY BLOCK: 1,450 SF (17%)
CEMENT BOARD: 3,758 SF (43%)

GROSS AREA - TOTAL	
<i>Level</i>	<i>Area</i>
Level 6	29,262 ft²
Level 5	29,262 ft²
Level 4	29,262 ft²
Level 3	29,262 ft²
Level 2	29,262 ft²
Level 1	29,048 ft²
Level -1	29,074 ft²
Grand total	204,432 ft²

PARKING		
<i>Level</i>	<i>Type</i>	<i>Count</i>
Level -1	GARAGE	82
Level 1	GARAGE	52
Level 1	Surface	82
		216

UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area	%
		Main Floor	
0 BR (Studio)			
Unit 0-0	10	497 ft²	7%
	10		7%
1BR			
Unit 1-1	50	733 ft²	35%
Unit 1-4	1	718 ft²	1%
	51		35%
1BR +D			
Unit 1D-1	10	804 ft²	7%
	10		7%
2BR			
Unit 2-2	10	1,230 ft²	7%
Unit 3-0	40	954 ft²	28%
Unit 3-5	1	939 ft²	1%
	51		35%
3BR			
Unit 3-2	20	1,339 ft²	14%
Unit 3-4	2	1,278 ft²	1%
	22		15%
Grand total	144		100%



REPORT

To: Travis Fauchald, Senior Development Associate
Roers Companies

From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

Date: October 30, 2023

Subject: Cottage Grove Apartments Trip Generation Review

INTRODUCTION

The proposed Cottage Grove Apartments, located at 6850 E Point Douglas Road S, is planned to be a 144-unit market rate apartment building. The proposed development will include 71 studio/1-bedroom, 51 2-bedroom, and 22 3-bedroom units. The approximate 3.8-acre site is adjacent to Highway 10 and the White Pine Senior Living Facility, immediately west of the E Point Douglas Road S cul-de-sac which will also provide access to the project. The site is currently vacant, although it is zoned Multi-Use (MU), which is intended to provide flexibility to allow complementary uses that support one another, including a combination of higher density residential, commercial services and retail, employment opportunities, and transit. The following information provides a trip generation estimate and comparison to alternative land uses of the site.

TRIP GENERATION

The trip generation estimate for the proposed development was created using the *ITE Trip Generation Manual, 11th Edition* and includes trips for typical weekday a.m. and p.m. peak hours, as well as daily. The proposed development, as shown in [Table 1](#), is expected to generate on average 53 a.m. peak hour, 56 p.m. peak hour, and 654 daily trips; the a.m. and p.m. peak hours typically represent 7:30 to 8:30 a.m. and 4:30 to 5:30 p.m. [Table 1](#) also include a comparison of alternative land uses for the proposed development site. The other potential land uses were estimated based on typical floor area ratios for similar developments given the parcel area.

Table 1 Trip Generation Summary

Land Use Type (ITE Code)	Parcel Area	Dev. Size	AM Pk Hour		PM Pk Hour		Daily
			In	Out	In	Out	
<u>Proposed Development</u>							
Multi-Family Housing (221)	3.8 acres	144-units	12	41	34	22	654
<u>Other Potential Uses</u>							
Senior Adult Housing (252)	3.8 acres	144-units	10	19	20	16	468
Office (710)	3.8 acres	50,000 SF	67	9	12	60	542
Shopping Center (822)	3.8 acres	35,000 SF	50	33	115	116	1,906
Grocery Store (850)	3.8 acres	35,000 SF	59	41	157	156	3,284

Depending on the land use, the project site has the potential to generate significantly more trips than currently proposed. An average office land use would generate about 20% less daily trips, but approximately 35% more peak hour trips as compared to the proposed development. A retail development would generate at least three times (3x) more p.m. peak hour and daily trips and at least 50% more a.m. peak hour trips than the proposed development. A senior living facility would generate approximately 30% less peak hour and daily trips than the proposed market-rate apartments. Therefore, the proposed development is expected to generate trips at the lower end of potential land use types for the site.



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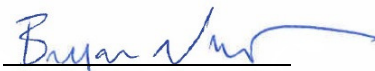
3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

MEMORANDUM

Date: December 6, 2023
To: Joe Fox, P.E.
Project Engineer, City of Cottage Grove
Amanda Meyer, P.E.
City Engineer, City of Cottage Grove
From: Bryan T. Nemeth, P.E., PTOE
Subject: 7781 Hardwood Avenue Traffic Study – Addendum #1
City of Cottage Grove, MN
Project No.: ON.1129089

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 
Bryan T. Nemeth, P.E.
License No. 43354

Date: December 6, 2023

Introduction

This traffic study addendum provides analysis and review to determine the potential impacts of an increased development size for the apartment on East Point Douglas Road from 120 units to 144 units. This is an addendum to the 7781 Hardwood Avenue Traffic Study, January 13, 2023.

Trip Generation

The Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) was used to determine the added daily weekday and peak hour trips anticipated with the apartments on East Point Douglas Road. The original projection anticipated 120 units. The units are revised to 144.

Trip Generation Difference:

Site	ITE Code	AM		PM		Daily	
		Entering	Exiting	Entering	Exiting	Entering	Exiting
Apartments (120 Units)	221	10	35	29	18	273	273
Apartments (144 Units)	221	12	41	34	22	327	327
Difference		+2	+6	+5	+4	+54	+54

East Point Douglas Road Impacts

The current traffic volume on East Point Douglas Road is approximately 1,100 vehicles per day. The development is anticipated to add approximately 650 additional trips per day for a projected volume of 1,750 vehicles per day. Total trips during the peak hour would add approximately 53 in the AM peak hour and 56 in the PM peak hour. This equates to approximately one additional trip per minute on average on the roadway. The total change from the previous projections for the traffic study is approximately 108 trips daily and 8 to 10 trips total increase per peak hour.

Total daily traffic with the current units, proposed 144 units, potential 98 units, and background traffic growth to year 2044 is anticipated to be 2,400 vehicles per day on East Point Douglas Road. East Point Douglas Road is a local street that operates similarly to a minor collector since it does not have direct single-family residential home access and brings the traffic to a Major Collector (Hardwood Avenue) but also connects to multifamily residential units. The capacity of East Point Douglas Road in this area is estimated to be approximately 5,000 vehicles per day. There is projected to be additional capacity available on the roadway with the developments as currently proposed.

East Point Douglas Road/Hardwood Avenue Intersection Impacts

The previous traffic analysis with the 120-unit apartment was used to evaluate potential to meet the all-way stop warrant at the intersection of East Point Douglas Road and Hardwood Avenue. Eight hours of a specific volume using the intersection is to be met to justify a change to all-way stop control. The previous analysis did not meet the threshold for any hour (0 of 8) with all development under construction, proposed, and potentially proposed. The additional trips of 108 per day does not increase the number of hours met and the all-way stop control would not be justified based on the warrant. The total traffic from existing, proposed, and potential units would need to increase by approximately 35% to be close to meeting the warrant (3,200 vehicles per day).

The previously completed traffic analysis indicated an average queue of 1 to 3 vehicles in the peak hour with all development (including the 120-unit apartment). The increase of 8 trips during the AM peak hour with the 144-unit apartment would be anticipated to increase the queue minimally over the peak hour. Maximum queues of approximately 75 to 100 feet.



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3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

MEMORANDUM

Date: 12/08/2023
To: Amanda Meyer, PE
From: Mike Boex, PE
Subject: Roers Companies/6850 East Point Douglas Rd
City of Cottage Grove, MN
Project No.: 0N1.132797

This memo summarizes the review of both plat and site development documents submitted by Louks, dated 11/15/23 (received 11/20/23).

Preliminary Plat:

1. There is a trail easement on the east side of the existing Lot 1 Block 3 of Frattalone's Southpoint Ridge. Additional easement should be obtained to encompass the natural trail corridor to the north since the previous Outlot A (owned by the City) is being incorporated into the proposed development lot.
 - a. The new easement should be up to 60-feet wide, 30-feet either side of trail, where possible in order to allow the city to remove trees interfering with the trail. If the trail is less than 30-feet from edge of a property line or proposed retaining wall, easement should extend to property line or retaining wall where appropriate.
 - b. City staff will visit the site in spring 2024 to define the new trail alignment. Prior to that site visit, the developer shall stake the location of the proposed retaining wall adjacent to the trail corridor. After an alignment is defined, an easement will need to be provided by the developer.
2. Access easement:
 - a. Provide a copy of document 1181133 for review.
 - b. There is a proposed access easement depicted; please submit easement documents for review. Since the pond onsite is no longer public, a public access easement will not be needed to the pond. However, an access easement may be needed for the gas pipelines and should be coordinated with the owner of those facilities.

Final Plat:

3. Some existing easements are not displayed on the final plat while some are; please review and ensure existing easements are depicted or describe the thought process.
4. Drainage and utility easement: Depict and provide a 10-ft perimeter drainage and utility easement around the entire parcel; it appears the easement detail should be modified accordingly.

C1-1:

5. Although listed on the preliminary plat, please list the horizontal and vertical datums used on the project.
6. Add a note on this sheet stating that the City of Cottage Grove's Standard Specifications for Street and Utility Construction shall govern for all improvements within right-of-way or public easement.
 - a. The City of Cottage Grove's Standard Specifications for Street and Utility Construction and details plates have been updated in 2023 and are located here for reference:
<https://www.cottagegrovemn.gov/251/City-Standards>
 - b. The above note should appear on sheets C2-1 and C4-1 at a minimum.

C1-2:

7. There is an existing storm sewer pipe along the eastern property line that is identified for abandonment, while adjacent pipes north and south are identified for removal. It is preferred this pipe be removed or explain why this isn't feasible.
8. Removals for new concrete aprons should conform to city detail STR-21. Due to the multiple aprons in the cul-de-sac and a utility patch, the entire cul-de-sac should receive a 2" mill-overlay per detail STR-21 to a location where the street is at typical width (32-ft face to face).
9. Replacement of pavement in the public street should match the existing section of 3.5" of bituminous over 8" Cl. 5 aggregate base.

C2-1:

10. The City is requesting that the proposed cedar wood picket style fence along the retaining wall and detailed on sheet C8-3 be replaced with the city standard fence material (attached to this memo).
11. Fire access: the Fire Marshall has indicated that a 48-ft turning radius is required in the parking lot.
 - a. Please show that the minimum radius is achieved on the drawings.
12. Depict and label concrete driveway aprons in accordance with city detail STR-21.
 - a. Construct the back of the westerly concrete apron to the right-of-way.
 - b. Ensure removal limits are correct, coordinate with comments related to sheet C1-2.
13. Clarify curb type within right-of-way (B618).
14. There is an existing public streetlight and handhole depicted on sheet C1-2 that is to remain. Please depict them on this sheet to demonstrate no conflict with the proposed improvements exist.
15. Concrete sidewalk should extend from the cul-de-sac up to the wood's edge where the path turns left beyond the retaining wall.

C3-1:

16. Retaining wall:
 - a. Any wall 4' in height or greater shall be designed by a professional engineer and the design drawings shall be submitted to the City.

- b. If present, ensure geogrid design and installation does not encroach onto adjacent property.
 - c. A larger disturbed area behind the wall will likely be created above and beyond the tie-in contours depicted. Disturbed areas should be appropriately noted on sheet C3-2.
 - d. It appears the majority of the offsite drainage will drain over the wall via a concentrated point near CBMH-6. It is recommended that additional erosion control measures be considered in this location.
 - i. It appears CBMH-6 is located at the EOF (elev. 816 on this sheet), but sheet C4-1 depicts a rim elevation of 815.62. Please make the sheets consistent or clarify the intended grading.
 - ii. Confirm the EOF route and associated swale can adequately convey the 100-yr concentrated flow that may arrive at or just east of CBMH-6. Please review the need for a wider, deeper swale between the building and wall as needed.
 - e. Detail 4 on sheet C8-3 depicts the proposed wall detail. It is recommended for consideration that the 4" drain tile be wrapped to prevent migration of fines, and since the drain tile is depicted below grade and no daylighting is depicted, that it be connected to a drainpipe that connects to the storm sewer system (e.g. at CBMH-6).
 - i. Clarify restoration behind the proposed wall and if crushed rock will be provided to finish grade or if it will be restored with topsoil.
17. Emergency overflow elevations (EOFs):
- a. For stormwater facilities with emergency overflows, the low adjacent grade (LAG) elevation for all new structures must be a minimum of 3 feet above both the peak surface water elevation for the 100-year precipitation event and 2 feet above the emergency overflow elevation of any immediately adjacent stormwater basin. For backyard and side-yard conveyance and temporary ponding areas, there must be at least 1 foot between the overland overflow elevation and the low adjacent grade elevation of the adjacent structure.
 - i. North side of building: It appears the EOF near the northwest corner (elev. 816) does not provide 1-ft of freeboard to the low adjacent grade of the building (also 816) near the middle of the northern wall.
 - ii. Both trench drains provide 0.5' of freeboard to the garage entry (FFE=807). It is recommended that 1-ft of freeboard be provided to the low opening since no EOF is available for the garage entry.
18. It is recommended that locations of gutter-out curb be identified where present.
- a. Gutter-out is needed around the radius south and west of the westerly garage entrance, or curb grades should be modified (8.28 creates a low point).
 - b. Gutter-out (or a high point in the curb) is needed around the radius north and west of the westerly garage entrance, or drainage from the overland swale north of the curb line and sidewalk could follow the gutter down to the trench drain near the garage.
 - i. It is recommended that surface runoff has some amount of freeboard below a crest into the garage.

19. Gas Pipelines:

- a. In the northern area of the site, the parking lot appears to require a cut of 5-6-ft over the existing gas pipelines.
 - i. Provide documentation that the pipeline has been potholed for depth and that an acceptable amount of cover (minimum or maximum) is being provided to the pipeline company per their requirements, or describe if pipeline is planned to be adjusted.
 - b. On sheet C1-2, there is a note to protect the existing gas line infrastructure & fence enclosures. The existing contour adjacent to the existing gas facility fence is 803, however proposed curb elevations are 3-4-ft higher. Explain if the fencing and gas infrastructure will be adjusted to new grades or what exactly is planned.
 - c. Retaining wall is depicted to be constructed over the pipeline; provide documentation demonstrating the pipeline's acceptance of the design and clearance to bottom block.
20. Label all Emergency Overflow (EOF) elevations on the plan for clarity, including those in curb lines to clearly identify the overflow routes.
21. Ensure all pedestrian ramps meet the requirements of the MnDOT standard details, as they will be checked for conformance after construction.
22. Grading Note #12: revise note to state that 6" minimum topsoil shall be placed within right-of-way. 4" depth may be used on private property if desired.

C3-2:

23. It is recommended to blanket disturbed areas behind the retaining wall.

C4-1:

24. Existing gas pipelines:

- a. In the northern portion of the site, the proposed storm sewer crossing appears to be approximately 19-ft below the existing ground. Provide details of the existing pipeline elevations and if a trenchless crossing of the pipelines will be provided.
 - b. Similarly, on the south side of the parking lot the storm sewer is approximately 4-ft below the existing ground, please detail and confirm crossing clearances.
25. Storm Sewer:
- a. Maximum velocity of stormwater into a pond shall not exceed 6-fps, and overland discharge shall not exceed 4-fps. Please evaluate the pipe segments to FES-9, FES-3, and FES-1.
 - b. It is recommended that FES-3 be directed towards the pond bottom.
 - c. Please be aware that additional riprap may be required to minimize erosion if pond water levels are initially low. Riprap may need to extend to the water level or pond bottom as needed.
 - d. A storm sewer structure schedule shall be provided which identifies structure diameter, casting, applicable City Detail Plate number, and special notes such as sump depth if applicable.

- e. A MnDOT permit will likely be required for the new storm pipe being installed in MnDOT right-of-way. Please submit an approved permit once obtained.
26. The Department of Labor and Industry will review on-site piping for conformance to the plumbing code. Please be aware of the recent Final Interpretation PB0160 as it relates to flared end elevations at the pond.
27. Watermain:
- a. Please provide a separate domestic service and fire service that each connect to the main stubbed to the property. A separate shutoff should be provided for the domestic service.
28. Hydrants:
- a. The city fire department has requested additional hydrants for firefighting purposes. Assuming the building will be fire sprinkled, the Fire Marshall has indicated that all portions of the building need to be within 400 feet of a hydrant. The 400 feet needs to be measured along the approved fire route as hose would be laid.
 - b. Ensure all hydrants are located outside of the collapse zone of the building (1.5 times the height of the building).
 - c. It is understood an agreement will be executed to allow the city to access hydrants and valves.
29. Due to the potential presence of bedrock, please add city standard detail BED-4 for pipe bedding when bedrock is encountered. At a minimum, this detail should be used for any utility that will be within easement or right-of-way should bedrock be encountered.
30. Clarify if a specific granular filtration material is being specified. The MPCA stormwater manual recommends that the filter media should consist of an 18-inch layer of clean washed medium sand (meeting ASTM C-33 concrete sand) on top of the under-drain system. Thickness requirements should be noted on this sheet and depicted on the detail on sheet C8-3.

C8-1:

31. Please update the detail plates to utilize the 2023 versions, located on the City's website: <https://www.cottagegrovemn.gov/251/City-Standards>
- a. Additional details will be needed on future submittals based on the comments above.

C8-3:

32. Pond Liner Detail: Dimensions within the clay liner are difficult to read, particularly the 1-ft minimum thickness. Please make this more legible.
33. The filter basin includes drain tile within filter aggregate on the basin sideslope. Detail 3 shows a 4:1 slope on the aggregate filter. Please flatten the aggregate slope to a 10:1 to improve stability, or explain how the aggregate material will stay in place on the 4:1 slope as water levels rise and fall.

L1-1:

34. Please note that all sodded areas shall be irrigated. Sod should be identified in the boulevard in front of the property and should be irrigated and maintained by the property owner.
35. A seed mix MnDOT Native is called out on Sheet L1-1 but not specified.

36. List the following restrictions on the plan sheet and ensure they are applied to the proposed plan (there is a tree near the westerly apron that should be moved further from the proposed storm sewer pipe):
- a. Deciduous trees should be located a minimum of 5' off any utility pipe
 - b. Coniferous trees should be located a minimum of 15' off any utility pipe
 - c. No tree should be located within 10' of a hydrant or 15' from a streetlight
 - d. No trees should be located within a storm pond HWL
 - e. No trees should be located within a storm pond's 20-ft access route, and no coniferous trees within 5' of the 20' pond access route
 - f. No coniferous trees within 20' of a proposed sidewalk/trail
 - g. No deciduous trees within 5' of sidewalk/trail

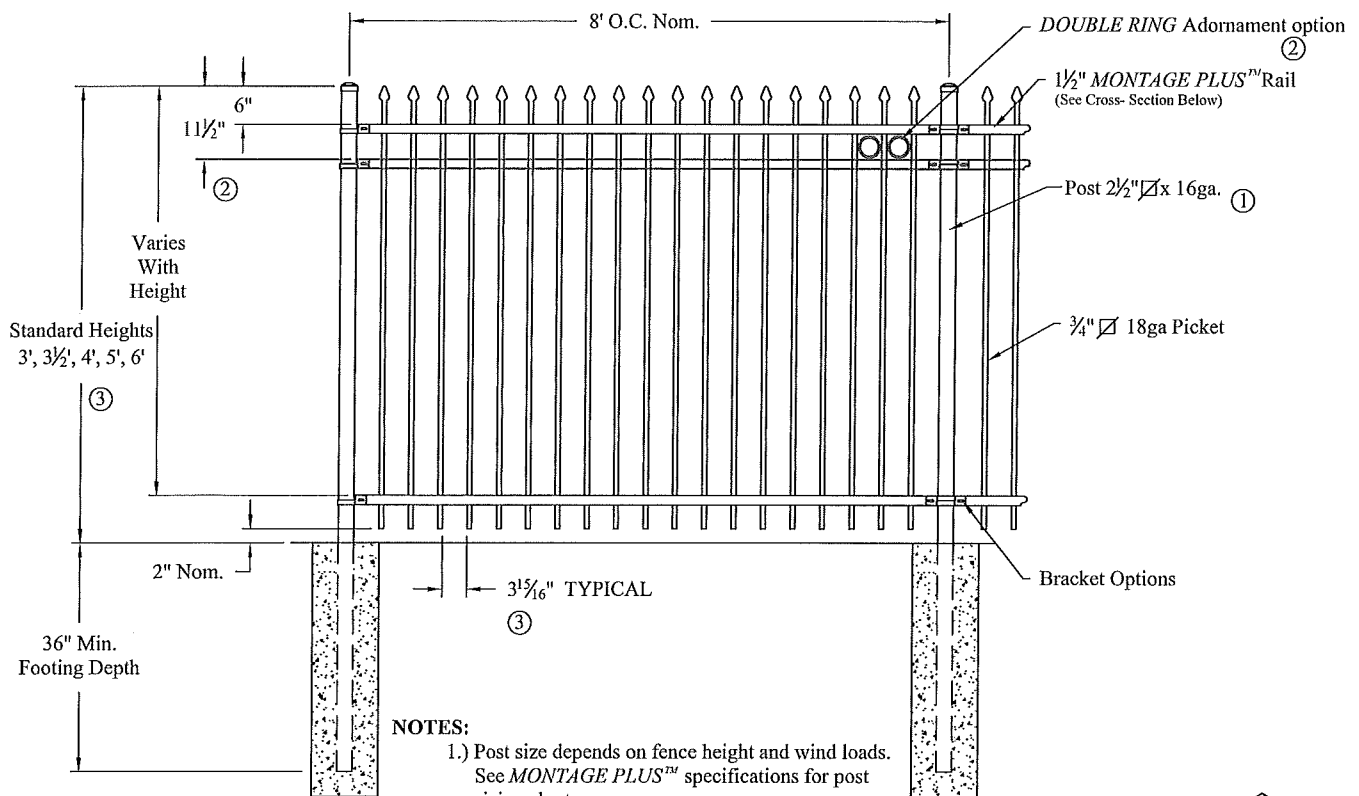
Other:

37. A site lighting and photometrics plan shall be submitted with final plans.

Stormwater:

38. The developer shall execute a stormwater maintenance agreement for the private stormwater basins and the private storm sewer.
39. HydroCAD: Please extend the simulation duration to 48 hours to demonstrate drawdown of the filter basin.
40. The HydroCAD report and storm drain design indicate that the 13-acre Offsite North subwatershed is routed to the stormwater basin. The HydroCAD report indicates flows in the 2-yr, 10-yr and 100-yr events are 1.4 cfs, 8.3 cfs and 36.9 cfs, respectively. Please describe in the narrative how this runoff will be collected and conveyed to the pond.
- a. Explain how erosion control will be provided where this runoff will flow over the retaining wall and what depths are expected at storm drain inlets.
41. Sheet C4-1 indicates there is a detail for the pond outlet structure. Please include the outlet control structure detail within the plan set.
42. Note on Sheet C4-1 indicates Pond to be clay lined from NWL 793 to top of filter 796. However, the Detail Note on Sheet C8-3 states pond will be lined to 1' above NWL i.e. $793+1=794$. Please update the detail to be consistent.
43. Storm Drain Design:
- a. Please provide a drainage area map to each catch basin.
44. Filtration Testing: Post-construction testing of filtration rates within the basin, or post-construction records of water level measurements within the basin, will be required to verify that design filtration rates and drawdown periods will be met.
45. NPDES Construction Stormwater Permit: When the disturbed area of development exceeds 1 acre, an NPDES Construction Stormwater Permit and associated permanent stormwater treatment are required.

46. SWPPP: The SWPPP was reviewed using an MPCA Construction Stormwater Permit checklist. Please update the SWPPP to include the following information when available:
- a. Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP
 - b. Identify the entity (name or title) responsible for performing future Operations and Maintenance (O&M).
 - c. Location of areas where construction will be phased to minimize duration of exposed soil areas.
47. Models and CAD Files: Please note that digital copies of the final version stormwater models (HydroCAD) and shapefiles or CAD drawings of existing and proposed drainage areas are to be submitted to the city once the review and revision process is complete.

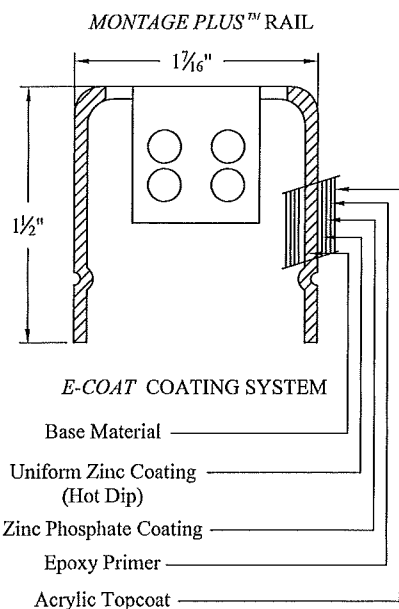


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* specifications for post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.

RAKING DIRECTIONAL ARROW

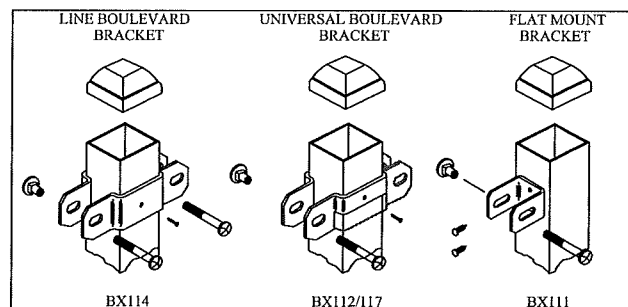
Welded panel can be raked 30" over 8' with arrow pointing down grade.



PROFUSION™ WELDING PROCESS

No exposed welds,
Good Neighbor profile - Same
appearance on both sides

MONTAGE PLUS™ RAIL
Specially formed high strength
architectural shape.



COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

IRCISO

Title: MONTAGE PLUS CLASSIC 2/3-RAIL			
DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE	
CK: ME	Date 6/28/10	REV: e	

Ameristar Montage Plus Classic Fence
Distributed by:
Ornamental Fence Supply, LLC
Big Rock, IL Phone: 800-448-1293

www.ornamentalfencesupply.com

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of _____, 2024 (the “Effective Date”), by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Roers Cottage Grove Apartments LLC, a Delaware limited liability company (“Buyer”).

RECITALS

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

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

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

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

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

1. **Sale.**

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

1.2. **Purchase Price.** The purchase price to be paid by Buyer to City for the Property shall be Twenty-Eight Thousand and no/100 Dollars (\$28,000.00) (the “Purchase Price”) payable as follows: (a) Five Thousand and no/100 Dollars (\$5,000.00), as earnest money, to be paid to DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118 (“Title”) within 3 business days of execution this Agreement; and (b) the balance on the Closing Date subject to those adjustments, prorations and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from City or Title. The Closing will occur via escrow with Title, unless otherwise agreed to by the parties.

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

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

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

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

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

5. **Contingencies.**

5.1. **Buyer's Contingencies.**

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

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

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

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

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

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

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

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

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

(8) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion (the "Approved Commitment"). If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(9) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in the form of the Approved Commitment, subject only to such changes in title as are Permitted Encumbrances or as are acceptable to Buyer in Buyer's sole discretion.

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

(11) On or before the Closing Date, Buyer shall have determined that it is satisfied with the books and records in City's possession, if any,

including site plans, surveys, engineering or environmental reports associated with the Property.

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

(13) On or before the Closing Date, Buyer may obtain a Survey for the Property certified to Buyer and Title.

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

(15) City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by City prior to the Closing Date.

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

(17) On or before the Closing Date, Buyer shall have acquired Lots 3 and 4, Block 1, Frattalone's Southpoint Ridge (PIDs: 07.027.21.44.0025 and 07.027.21.44.0026).

(18) On or before the Closing Date, Buyer shall have received final approval from the City of Cottage Grove to record a plat, which includes the Property and Lots 3 and 4, Block 1, Frattalone's Southpoint Ridge, in a form approved by Buyer (the "Plat"). All costs and expenses related to applying for and obtaining approvals for the Plat shall be at the expense of the Buyer.

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

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

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

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

B. On or before the Closing Date, Buyer shall have acquired Lots 3 and 4, Block 1, Frattalone's Southpoint Ridge (PIDs: 07.027.21.44.0025 and 07.027.21.44.0026).

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

D. Buyer shall agree to grant a trail easement for the benefit of the City over a portion of Outlot A to continue the connection of the City's trail that currently exists on Outlot A either in the plat or in a separate recorded easement document.

E. Buyer shall agree to a deed restriction that a portion of Outlot A that is located to the north and east of the City's trail be maintained and preserved in its natural state, without development on this portion, as defined by the City.

F. On or before the Closing Date, Buyer shall have received final approval of the Plat.

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

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

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

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from City to Buyer. If

termination occurs all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by City shall be immediately returned to City and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. If City terminates this Agreement pursuant to this Section, the Earnest Money shall be retained by City. All the contingencies in this Section 5.2 are specifically for the benefit of City, and City shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on or before December 31, 2024, unless otherwise agreed to by the parties (the “Closing Date”). City agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date.

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

A. **Warranty Deed.** A general warranty deed conveying title to Outlot A, Frattalone’s Southpoint Ridge, to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the “Deed”).

B. **Quit Claim Deed.** A quit claim deed conveying title to Outlots C and D, Frattalone’s Southpoint Ridge, to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances

The Warranty Deed for to Outlot A, Frattalone’s Southpoint Ridge and the Quit Claim Deed for Outlots C and D, Frattalone’s Southpoint Ridge shall be collectively referred to hereinafter as the “Deed.”

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

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

E. **City’s Affidavit.** A standard owner’s affidavit (ALTA form) from City which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.

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

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

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

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

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

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

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

D. **Plat.** Mylars of the property to be platted.

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

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

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

7.2. **Title Evidence, Survey and Closing Fee.** City shall pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. Buyer and City shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

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

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

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

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

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

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

8.1. **Buyer's Objections.** Within ten (10) days after Buyer's receipt of the last of the Title Evidence, Buyer may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include, without limitation, any easements, restrictions or other matters which may interfere with the Proposed Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record which do not interfere with the Proposed Use, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements which do not interfere with the Proposed Use; and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

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

- A. Terminate this Agreement with respect to all of the Property.
- B. Waive one or more of its objections and proceed to Closing.

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

9. **Warranties and Representations.**

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

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

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

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

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

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

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

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

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

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

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

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

foregoing individual is the representative of City most knowledgeable regarding the Property.

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

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

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

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

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

C. The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, (b) violate or contravene any provision of the articles of organization or operating agreement of Buyer, or (c) result in a breach of or constitute a default

under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

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

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

10. **Additional Obligations of City.**

10.1. **Licenses and Permits.** City shall transfer to Buyer all transferable rights, if any, in any permits or licenses held by City with respect to the Property.

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

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

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

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

10.6. **Zoning; Other Approvals.** Buyer may elect to seek certain Approvals as defined in Section 5.1(A)(3) and Land Use Entitlements as defined in Section 5.1(A)(4) in order for Buyer to develop the Property for the Proposed Use. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, will reasonably cooperate with Buyer's efforts to obtain the Approvals and Land Use Entitlements at or prior to Closing. City hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals, Land Use Entitlements and any special use permits and variances desired by Buyer; provided, however, any special use permits or variances shall be contingent on the occurrence of the Closing and shall not be binding upon City or the Property unless and until the Closing occurs. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in City's name, if required.

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

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

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

If to City: City of Cottage Grove
Attn: Jennifer Levitt, City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016

with a copy to: Korine L. Land
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

If to Buyer: Roers Cottage Grove Apartments LLC
Attn: Brian Roers and Logan Schmidt
Two Carlson Parkway #400
Plymouth, MN 55447
Email: brian@roerscompanies.com;
logan.schmidt@roerscompanies.com

With a copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: Joseph Phelps
Email: jphelps@winthrop.com

13. **Default; Remedies.** If either City or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party, then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, City's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to City as the full and final liquidated damages, with the exception of any liens arising out of Buyer's Investigations, the obligations and liability for which shall survive the termination of this Agreement and the release of the Earnest Money to City. In the case of any default by City, the Earnest Money deposit shall be returned to Buyer and Buyer shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

14. **Reserved.**

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

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

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

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

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

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

any of its provisions.

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

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

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

[remainder of page intentionally blank]

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

CITY:
CITY OF COTTAGE GROVE

By _____
Myron Bailey
Its Mayor

By _____
Tamara Anderson
Its City Clerk

BUYER:
ROERS COTTAGE GROVE APARTMENTS LLC

By: Roers Cottage Grove Manager LLC
Its: Manager

By: Roers Companies Project Holdings LLC
Its: Manager

By: _____
Printed Name: Shane LaFave
Its: Vice President of Development

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Outlot A, Frattalone's Southpoint Ridge

Outlot C, Frattalone's Southpoint Ridge

Outlot D, Frattalone's Southpoint Ridge

Abstract Property

PIDs: 07.027.21.44.0019, 07.027.21.44.0021 and 07.027.21.44.0022

[Commitment legal description to govern]

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-005

**A RESOLUTION APPROVING THE SALE OF PROPERTY TO
ROERS COTTAGE GROVE APARTMENTS LLC FOR REDEVELOPMENT
PURPOSES AND
APPROVING THE RELATED PURCHASE AGREEMENT**

WHEREAS, the City of Cottage (“City”) is the fee owner of real property located in the County of Washington, State of Minnesota, legally described as follows:

Outlot A, Frattalone’s Southpoint Ridge (“Outlot A”)

Outlot C, Frattalone’s Southpoint Ridge (“Outlot C”)

Outlot D, Frattalone’s Southpoint Ridge (“Outlot D”)

Abstract Property

PIDs: 07.027.21.44.0019, 07.027.21.44.0021 and 07.027.21.44.0022

(“Property”); and

WHEREAS, Outlot C and Outlot D are generally considered unbuildable; and

WHEREAS, Outlot A is mostly unbuildable because of its steep slopes, but a portion of it can be adjoined to an adjacent property that is being acquired for development, thus providing a slightly larger buildable area, which provides value to the developer; and

WHEREAS, Roers Cottage Grove Apartments LLC, a Delaware limited liability company (“Buyer”), is willing to plat the Property with adjacent property and grant a trail easement to the City over a portion of Outlot A, to continue the connection of the City’s trail that currently exists on Outlot A, and a deed restriction requiring that the steepest portion of Outlot A remain in a natural and undeveloped state, pursuant to a Purchase Agreement by and between City and Buyer (“Purchase Agreement”); and

WHEREAS, the Purchase Agreement describes and articulates the sale of the Property and the Buyer agrees to accept these terms of the sale.

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

1. That the sale of the Property to Buyer is in the public interest of the City and its people to avoid economic waste; and, there being no outstanding indebtedness incurred by the City in the purchase, construction or improvement of this Property the Council designates the proceeds be placed into the General Fund.

2. That said conveyance has no relationship to the City's Comprehensive Plan and therefore the Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2 that may require the Cottage Grove Planning Commission to perform a Comprehensive Plan compliance review of said conveyance that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. The appropriate officials are hereby authorized to take such action so as to effectuate such sale.

Passed this 17th day of January, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-006

**A RESOLUTION APPROVING THE PRELIMINARY PLAT AND FINAL PLAT
NAMED CAMEL'S HUMP ADDITION**

WHEREAS, Roers Company has applied for a preliminary plat and final plat to be called Camel's Hump Addition, which will create one lot on property legally described as follows:

Lot 3, Block 1, Frattalone's Southpoint Ridge, according to the recorded plat thereof, Washington County Minnesota.

AND

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

(Registered Property)

AND

Lot 4, Block 1, Frattalone's Southpoint Ridge, according to the recorded plat thereof, Washington County, Minnesota.

AND

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

AND

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

(Abstract Property)

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

WHEREAS, the Planning Commission held the public hearing on this application on December 18, 2023; and

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

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended approval of the preliminary plat to be called Camel's Hump Addition, subject to certain conditions.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the preliminary and final plats for Camel's Hump Addition, which creates one lot on property legally described above. The approval of the preliminary and final plat is subject to the following conditions:

1. The approvals for Site Plan Review, Planned Unit Development, and Final Plat are contingent on the Applicant closing on the purchase of Outlots A, C and D of the Frattalone's Southpoint Ridge Addition.
2. Prior to the release of the final, the Applicant shall incorporate all final plat the recommendations and requirements noted in the Bolton & Menk memorandum dated December 8, 2023, and subject to modifications that are agreed to by the City Engineer. All comments shall be adopted herein by reference.
3. Prior to the release of the final plat, the Applicant shall grant a trail easement for the benefit of the City over the proposed public trail along the southeastern side of the property adjacent to 6900 East Point Douglas Road South and a portion of the land formally known as Outlot A Frattalone's Southpoint Ridge Addition to continue the connection of the City's trail that currently exists on land formally known as Outlot A Frattalone's Southpoint Ridge Addition either in the plat or in a separate recorded easement document.
4. The Applicant shall agree to a deed restriction that a portion of land located to the north and east of the City's trail be maintained and preserved in its natural state, without development on this portion, as defined by the City.
5. Prior to the release of the final plat, the Applicant shall enter into a private storm-water and trail maintenance agreement with the City for the ownership and maintenance of the private storm sewer, pond and filtration bench.
6. The Applicant is responsible for providing all necessary easements on the final plat including but not limited to trail, pipeline, access and conservation. The Applicant is responsible for any costs associated.
7. The Applicant shall place iron monuments at all lot and block corners and at all other angle points on property lines. Iron monuments must be placed after all site and right-of-way grading has been completed in order to preserve the lot markers for future property owners.
8. Prior to the issuance of a building permit, the final plat shall be recorded with the Washington County Recorder's Office.
9. Prior to the release of the final plat the applicant shall pay park dedication per unit in lieu of land dedication.

Passed this 17th day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-007

**A RESOLUTION APPROVING A SITE PLAN REVIEW AND PLANNED UNIT
DEVELOPMENT FOR A 144-UNIT MIXED-INCOME APARTMENT BUILDING
TO BE LOCATED AT 6850 EAST POINT DOUGLAS ROAD SOUTH**

WHEREAS, Roers Companies applied for a Site Plan Review and Planned Unit Development (PUD) for a proposed 144-unit apartment building, on the property legally described below:

Lot 3, Block 1, Frattalone's Southpoint Ridge, according to the recorded plat thereof, Washington County Minnesota.

AND

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

(Registered Property)

AND

Lot 4, Block 1, Frattalone's Southpoint Ridge, according to the recorded plat thereof, Washington County, Minnesota.

AND

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

AND

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

(Abstract Property)

Commonly known as 6850 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 no one spoke for or against the application; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended that the City Council approve the Site Plan Review and Planned Unit Development applications for the proposed 144-unit mixed-income apartment building at their December 18, 2023 meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the site plan review and planned unit development for a proposed 144-unit mixed-income apartment building at the property legally described above, subject to the following conditions:

General Development

1. The approvals for Site Plan Review, Planned Unit Development, and Final Plat are contingent on the Applicant closing on the purchase of Outlots A, C, and D of the Frattalone's Southpoint Ridge Addition.
2. The project shall be completed in accordance with the plans submitted and as amended by the conditions of approval. Any significant changes to the plans, as determined by the planning staff, shall require review and approval by the Planning Commission and City Council.
3. Prior to the issuance of a building permit, the Applicant shall incorporate the recommendations, requirements, and evaluations noted in the Bolton & Menk memorandum dated December 8, 2023, and subject to modifications that are agreed to by the City Engineer. All comments shall be adopted herein by reference.
4. The Applicant receives appropriate permits or approvals from other regulatory agencies including, but not limited to: Minnesota Department of Transportation, Minnesota Department of Health, Minnesota Department of Natural Resources, and Minnesota Pollution Control Agency.
5. Signage is not approved as part of this application. All signage shall meet the requirements of the sign ordinance, including a monument sign with a base wrapped in the similar materials as found on the principal structure, per the City Code.

Performance Standards

6. All site lighting must meet City Code requirements. All light fixtures must be downward directed with flush lenses. In addition, any lighting under canopies (building entries) shall be recessed and use a flush lens. The specifications of all light fixtures must be provided with the application for a building permit. The light poles and fixtures shall be consistent in design and color with the development. Light shields shall be used on lighting fixtures adjacent to 6900 East Point Douglas Road South.
7. All mechanical units shall be screened as required in Title 11-3-9 of the City's Zoning Ordinance. All mechanical equipment screening shall be consistent with the principal building architecture and must comply with City ordinance regulations and be reviewed and approved by the Community Development Department prior to the issuance of a building permit.

8. Rubbish, garbage, and recycling containers shall be stored indoors unless pickup is occurring.
9. No exterior storage shall be permitted.
10. Prior to the issuance of a building permit, the applicant shall provide an exterior material sample board.
11. Prior to the issuance of a building permit planning staff shall approve all site fencing materials.

Construction and Grading

12. All grading, drainage, erosion control, and utilities must conform to the final plans approved by the City Engineer.
13. Prior to the issuance of a grading permit the Applicant shall provide written approvals from the pipeline owner permitting grading and construction within the easement.
14. Prior to the issuance of a grading permit the Applicant shall address any comments provided from the Minnesota Department of Transportation.
15. A grading permit and financial security are required prior to grading activity related to the project.

Landscaping

16. Irrigation shall be provided for all sodded and mulched landscaped areas. The irrigation system shall consist of an underground sprinkling system that is designed by a professional irrigation installer to meet the water requirements of the site's specific vegetation. The system shall be detailed on the final landscape plan.
17. All areas of the site, where practical, shall be sodded and maintained. The development shall mow and maintain all site boulevards to the curb line of the public streets.
18. Prior to the issuance of a building permit, the applicant shall submit a letter of credit in the amount of 150 percent of the landscape estimate shall be submitted to the City as required by City ordinance. The financial guarantee shall auto renew annually from the date of installation to ensure the installation, survival, and replacement of the landscaping improvements.
19. Prior to the issuance of a building permit, planning staff and the City Forester shall review and approve a final landscaping plan in writing.

Onsite Infrastructure Improvements

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

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

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

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

22. The Applicant shall within 24 hours, or more often if required by the City Engineer, clear from the public streets and property any soil, earth, or debris resulting from construction work by the Applicant or its agents or assigns. All debris, including brush, vegetation, trees, and demolition materials, shall be properly disposed of off-site; burying construction debris, trees, and other vegetation is prohibited. Burning of trees and structures is prohibited, except for fire training only.
23. The Applicant grants the City, its agents, employees, officers, and contractors permission to enter the site to perform all necessary inspections during grading and construction activities.
24. The Applicant must provide the City with an as-built survey of all private and public utilities and grading plan prior to issuance of the certificate of occupancy.
25. Adequate dumpsters must be on site during construction. When the dumpsters are full, they must be emptied immediately or replaced with an empty dumpster. The builder is responsible for cleaning up debris onsite and on adjacent properties.
26. Construction parking on East Point Douglas Road is prohibited.

Passed this 17th day of January 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

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

FROM: Gretchen Larson, Economic Development Director

DATE: January 10, 2024

RE: Public Hearing for modification to Development Program for Development District No. 1 to include the establishment of Tax Increment Financing District No. 1-21 (Roers)

Background

The City of Cottage Grove received a public financial assistance request from Roers Development (the “Developer”) seeking tax increment financing (TIF) for their proposed development at 6850 East Point Douglas Rd South.



The City Council received a project presentation from the Developer in October. The Developer originally proposed to construct a 144-unit, mixed-income, multi-family apartment project with 20% of the units at 50% AMI. Based on the desire of the city to have more affordability in the project, Roers increased the affordability to include eight units at 60% AMI along with some naturally affordable 70% AMI and 80% AMI units. See figure below.

Unit Mix	Market Rate	60% AMI	50% AMI	Total
Studio	10			10
1BR	38	2	11	51
1BR+Den	10			10
2BR	38	3	10	51
3BR	11	3	8	22
Total	107	8	29	144
	74.3%	5.6%	20.1%	

Because the city wanted more affordability, the city's financial consultant at Ehlers then conducted a revised analysis based on a revised proforma. The results of the second analysis concluded that, with the new affordability requirements, that TIF assistance for no more than 15 years, with a present value of \$1.96 million, is warranted. The Developer has submitted a Business Assistance application and paid the required \$10,000 escrow deposit.

The Project

The subject site consists of two remaining vacant parcels and three outlots from the Frattalone's Southpoint Ridge plat that was approved in 2007.



The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
07.027.21.44.0025	6850 E. Point Douglas Rd S - Lot 3	Southpoint Ridge LLC
07.027.21.44.0026	6850 E. Point Douglas Rd S - Lot 4	Southpoint Ridge LLC
07.027.21.44.0021	6850 E. Point Douglas Rd S - Lot C	City of Cottage Grove
07.027.21.44.0022	6850 E. Point Douglas Rd S - Lot D	City of Cottage Grove
07.027.21.44.0019	6850 E. Point Douglas Rd S - Outlot A	City of Cottage Grove

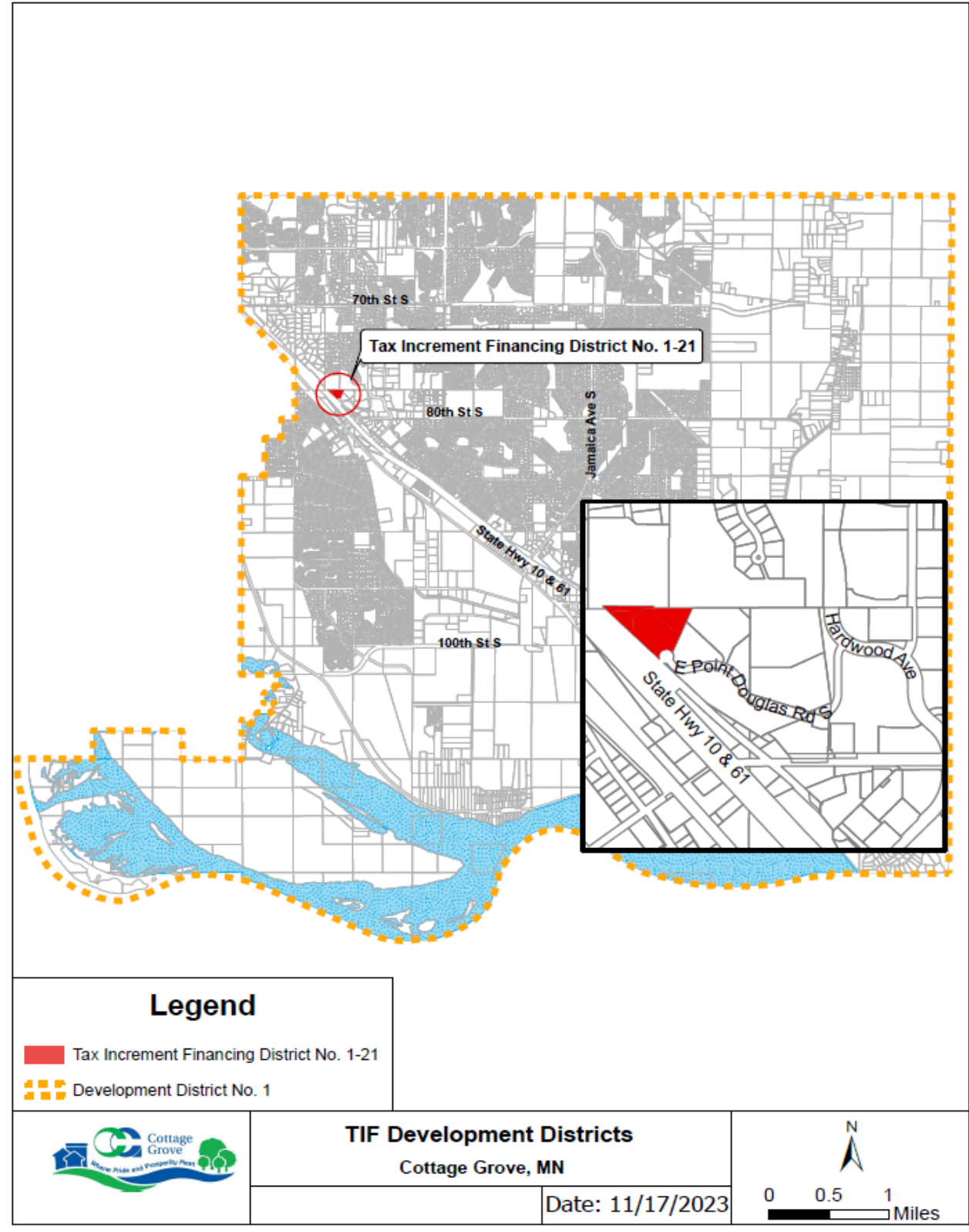
There are no public improvements to be made by the Developer as a part of the proposed project.

On December 18 the Planning Commission recommended approval of the project subject to conditions presented by the planning staff.

On January 9, the City's Economic Development Authority (EDA) approved a TIF plan that recommends modification to the development program of Development District No. 1 to establish TIF District 1-21 (Roers, a housing district). At the meeting the EDA also approved Resolution 2024-02 which authorizes an interfund loan for up to \$25,000 from the EDA's "EDA Fund" to be transferred to its TIF Fund, to pay for a portion of the qualified costs. As TIF is generated and received, the EDA Fund is repaid, and the interfund loan is retired. The interfund loan is required so that the EDA is made whole from future TIF payments for the project.

To complete the process of establishing the TIF District the City Council is required to hold a public hearing on the proposed modification to the development program for Development District No. 1 and the proposed establishment of Tax Increment Financing District No. 1-21.

Proposed Tax Increment Investment Zone 1-21 (Roers)



Development Agreement

A Contract for Private Development is the formal contract between the City of Cottage Grove EDA and Roers Cottage Grove Apartments, LLC that defines the terms, agreements, improvements and restrictions that must be made by Roers Cottage Grove Apartments, LLC in order to receive annual distributions of tax increment over fifteen years, totaling a present value of \$1.96M in financial assistance.

The contract also includes lookback provisions to ensure assistance was right-sized. While the city is not a party to the agreement, the EDA bylaws and enabling resolution require the City Council to approve the projects the EDA undertakes.

Recommendation

By motion:

Adopt Resolution 2024-013 approving a modification to the Development program for Development District No. 1 and adopting a Tax Increment Financing Plan for Tax Increment Financing District No. 1-21 (Roers).

Authorize the contract for private development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC, substantially in the form attached.

Attachments

Resolution 2024-013 and Tax Increment Financing Plan for TIF District No. 1-21 (Roers)

Contract for private development by and between the Cottage Grove Economic Development Authority and Roers Cottage Grove Apartments, LLC

CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA

Councilmember _____ introduced the following resolution and moved its adoption.

RESOLUTION NO. 2024-013

RESOLUTION APPROVING A MODIFICATION TO THE DEVELOPMENT
PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND A TAX
INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING
DISTRICT NO. 1-21 (ROERS); ESTABLISHING TAX INCREMENT
FINANCING DISTRICT NO. 1-21

BE IT RESOLVED By the City Council of the City of Cottage Grove, Minnesota (the
“City”) as follows:

1.01. The Cottage Grove Economic Development Authority (the “EDA”) and the City
previously established Development District No. 1 (the “Development District”) and adopted a
Development Program for same (the “Development Program”).

1.02. The EDA and the City have decided to modify the Development Program to include
an additional tax increment financing district.

1.03. The EDA has proposed to establish Tax Increment Financing District No. 1-21
(Roers) (the “TIF District”) to assist the development of a project consisting of approximately 144
multifamily rental apartments and 216 parking spaces, of which 134 will be structured parking.

1.04. The EDA authorized preparation of a modified Development Program and a tax
increment financing plan (the “TIF Plan”) for the TIF District. These are contained in a document
entitled “Modification to the Development Program, Development District No. 1 and Tax
Increment Financing Plan, Tax Increment Financing District No. 1-21 (Roers) (a housing district)
which is on file at city hall.

1.05. All actions required by law to be performed prior to the approval by the City of the
Modification to the Development Program and the TIF Plan have been performed, including
notification of Washington County and Independent School District 833 of the public hearing on
the TIF Plan to be held before the city council on January 17, 2024.

1.06. Various reports (the “Reports”) relating to the Modification to the Development
Program and the TIF Plan and the activities contemplated therein have been prepared by staff and
consultants and made part of these proceedings, including a review of the developer’s proforma
regarding the costs of development and the need for financial assistance.

1.07. The City has fully reviewed the contents of the Modification of the Development
Program and the TIF Plan and has on this day conducted a public hearing thereon at which the
views of all interested persons were heard orally or in writing.

Section 2. Findings Relating to the Modification to the Development Program.

2.01. The Development Program is intended to afford maximum opportunity, consistent with the needs of the City, for the development and redevelopment of the Development District by private enterprise and to conform to the general plans for the general plans for development and redevelopment of Cottage Grove as a whole.

2.02. The City finds that the Modification to the Development Program will continue to guide development and redevelopment within areas of Cottage Grove which have been identified as benefitting from such assistance and provides for the establishment of an additional tax increment financing district to accomplish those goals and objectives.

Section 3. Findings Relating to the Establishment of Tax Increment Financing District No. 1-21 (Roers).

3.01. It has been found and determined that it is necessary and desirable for the sound and orderly development of the Development District and Cottage Grove as a whole, and for the protection and preservation of the public health, safety, and general welfare, that the authority of the TIF Act be exercised by the EDA and the City to establish TIF District No. 1-21.

3.02. It is further found and determined, and it is the reasoned opinion of the City, that the development proposed in the TIF Plan could not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the property that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed redevelopment after subtracting the present value of the projected tax increments for the maximum duration of TIF District No. 1-21 and therefore the use of tax increment financing is necessary to assist the project.

3.03. The expenditures proposed to be financed through tax increment financing are necessary to permit Cottage Grove to realize the full potential of the Development District.

3.04. The TIF Plan will afford maximum opportunity, consistent with the sound needs of Cottage Grove as a whole, for development of the Development District by private enterprise.

3.05. The City has relied upon the opinions and recommendations of its staff and consultants and the personal knowledge of the members of the city council regarding the likelihood of development financed solely by the private sector in reaching its conclusions regarding the TIF Plan and the establishment of the TIF District. Additional reasons and supporting facts are included in Appendix C: Findings Including Best/For Qualifications to the Modification to the Development Program and TIF Plan and are hereby adopted by reference.

3.06. TIF District No. 1-21 is housing tax increment financing district within the meaning of section 469.174, subd. 11 of the TIF Act.

3.07. The TIF Plan provides that fiscal disparities for the TIF District will be calculated in accordance with section 469.177, subd. 3, clause b of the TIF Act, which means fiscal disparities will be taken from inside the TIF District.

Section 4. Approval of Modification to the Development Program and Tax Increment Financing Plan.

4.01. The Modification to the Development Program is hereby approved as adopted by the EDA on January 9, 2024.

4.02. The TIF Plan for TIF District No. 1-21 (Roers) is hereby approved as adopted by the EDA on January 9, 2024.

4.03. The Executive Director of the EDA is authorized and directed to transmit a certified copy of this resolution together with a certified copy of the TIF Plan to Washington County with a request that the original tax capacity of TIF District No. 1-21 be certified to the EDA pursuant to section 469.177, subd. 1 of the TIF Act.

4.04. The City Administrator is authorized and directed to file a copy of the Modification to the Development Program and the TIF Plan with the Minnesota Commissioner of Revenue and the Office of the State Auditor pursuant to section 469.175, subd. 4a of the TIF Act.

4.05. The City Administrator is authorized and directed to transmit a copy of this resolution to the EDA.

The motion was on adoption of the foregoing resolution was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 17TH DAY OF JANUARY, 2024.

Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk

(SEAL)

Adoption Date: January 17, 2024

Cottage Grove Economic Development Authority

**City of Cottage Grove, Washington
County, Minnesota**

MODIFICATION TO THE DEVELOPMENT PROGRAM

Development District No. 1

&

Tax Increment Financing (TIF) Plan

Establishment of Tax Increment Financing District No. 1-21

(Roers)

(a housing district)



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Modification to the Development Program for Development District No. 1

FOREWORD

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 1-21 (Roers).

For further information, a review of the Development Program for Development District No. 1, is recommended. It is available from the Community Development Director at the City of Cottage Grove. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Development District No. 1.

Tax Increment Financing Plan for Tax Increment Financing District No. 1-21 (Roers)

FOREWORD

The Cottage Grove Economic Development Authority (the "EDA"), the City of Cottage Grove (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 1-21 (Roers) (the "District"), a housing tax increment financing district, located in Development District No. 1.

STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.090 - 469.1082*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

STATEMENT OF OBJECTIVES

The District currently consists of five (5) parcels of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the construction of a 144-unit apartment building with at least 20% of the units affordable at 50% of the AMI or below in the City. The EDA anticipates entering into an agreement with the developer in the first quarter of 2024. Construction is anticipated to begin in the second quarter of 2024. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the EDA or City is authorized to undertake the following activities in the District:

1. Property to be Acquired - The City currently owns three (3) parcels of property within the District. The remaining property located within the District may be acquired by the EDA or City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA or City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The EDA or City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
07.027.21.44.0025	6850 E. Point Douglas Rd S - Lot 3	Southpoint Ridge LLC
07.027.21.44.0026	6850 E. Point Douglas Rd S - Lot 4	Southpoint Ridge LLC
07.027.21.44.0021	6850 E. Point Douglas Rd S - Lot C	City of Cottage Grove
07.027.21.44.0022	6850 E. Point Douglas Rd S - Lot D	City of Cottage Grove
07.027.21.44.0019	6850 E. Point Douglas Rd S - Outlot A	City of Cottage Grove

Please also see the map in Appendix A for further information on the location of the District.

The EDA or City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the EDA or City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The EDA or City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

The City currently owns three (3) parcels of the property to be included in the District that will be sold to the developer as part of the project.

DISTRICT CLASSIFICATION

The EDA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11 and M.S., Section 469.1761*.

- The District consists of five (5) parcels
- The development will consist of 144 units of multi-family rental housing
- 20% of the units will be occupied by person with incomes at or below 50% of the area median income
- No more that 20% of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the EDA or City (a total of 26 years of tax increment). The EDA or City elects to receive the first tax increment in 2026, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF

Plan for subsequent phases or other changes, would terminate after 2051, or when the TIF Plan is satisfied. The EDA or City reserves the right to decertify the District prior to the legally required date.

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2023 for taxes payable 2024.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2026) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the EDA or City.

The original local tax rate for the District will be the local tax rate for taxes payable 2024, assuming the request for certification is made before June 30, 2024. The ONTC and the Preliminary 2024 Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The EDA and City request 100% of the available increase in tax capacity be used for repayment of the obligations of the EDA or City and current expenditures, beginning in the tax year payable 2026. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity	
Development estimated Tax Capacity upon completion	635,001
Original estimated Net Tax Capacity	6,790
Fiscal Disparities	0
Estimated Captured Tax Capacity	628,211
Original Local Tax Rate	87.8318% Prelim. Pay 2024
Estimated Annual Tax Increment	\$551,770
Percent Retained by the City	100%

Note: Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 26. The tax capacity of the District in year one is estimated to be \$80,438.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City and EDA have reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF plan by the City.

SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 9,820,941
Interest	982,094
TOTAL	\$ 10,803,035

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA or City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal modification to this TIF Plan. This provision does not obligate the EDA or City to incur debt. The EDA or City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The EDA or City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of \$6,889,951. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate the construction of a 144-unit apartment building with at least 20% of the units affordable at 50% of the AMI or below. The EDA and City have determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described herein.

The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 1,000,000
Site Improvements/Preparation	500,000
Affordable Housing	3,757,857
Utilities	150,000
Other Qualifying Improvements	500,000
Administrative Costs (up to 10%)	982,094
PROJECT COSTS TOTAL	\$ 6,889,951
Interest	3,913,084
PROJECT AND INTEREST COSTS TOTAL	\$ 10,803,035

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to the TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

FISCAL DISPARITIES ELECTION

Pursuant to *M.S., Section 469.177, Subd. 3*, the EDA or City may elect one of two methods to calculate fiscal disparities.

The EDA will choose to calculate fiscal disparities by clause b (inside).

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the EDA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	Preliminary 2023/ Pay 2024 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Washington County	556,112,283	628,211	0.1130%
City of Cottage Grove	62,558,846	628,211	1.0042%
ISD 833 (South Washington County)	194,299,727	628,211	0.3233%

Impact on Tax Rates				
Entity	Preliminary Pay 2024 Extension Rate	Percent of Total	CTC	Potential Taxes
Washington County	21.9042%	24.94%	628,211	\$ 137,605
City of Cottage Grove	32.7287%	37.26%	628,211	205,606
ISD 833 (South Washington County)	29.7481%	33.87%	628,211	186,881
Other	3.4508%	3.93%	628,211	21,678
	87.8318%	100.00%		\$ 551,770

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Preliminary Pay 2024 rate. The total net capacity for the entities listed above are based on Preliminary Pay 2024 figures. The District will be certified under the Final Pay 2024 rates.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$9,820,941;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load.

The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The existing site is undeveloped. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Storm sewer modifications are part of the private development budget.

Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks.

The probable impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$3,326,292;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,449,229;

- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan. No requests for additional information from the county or school district regarding the proposed development for the District have been received.

SUPPORTING DOCUMENTATION

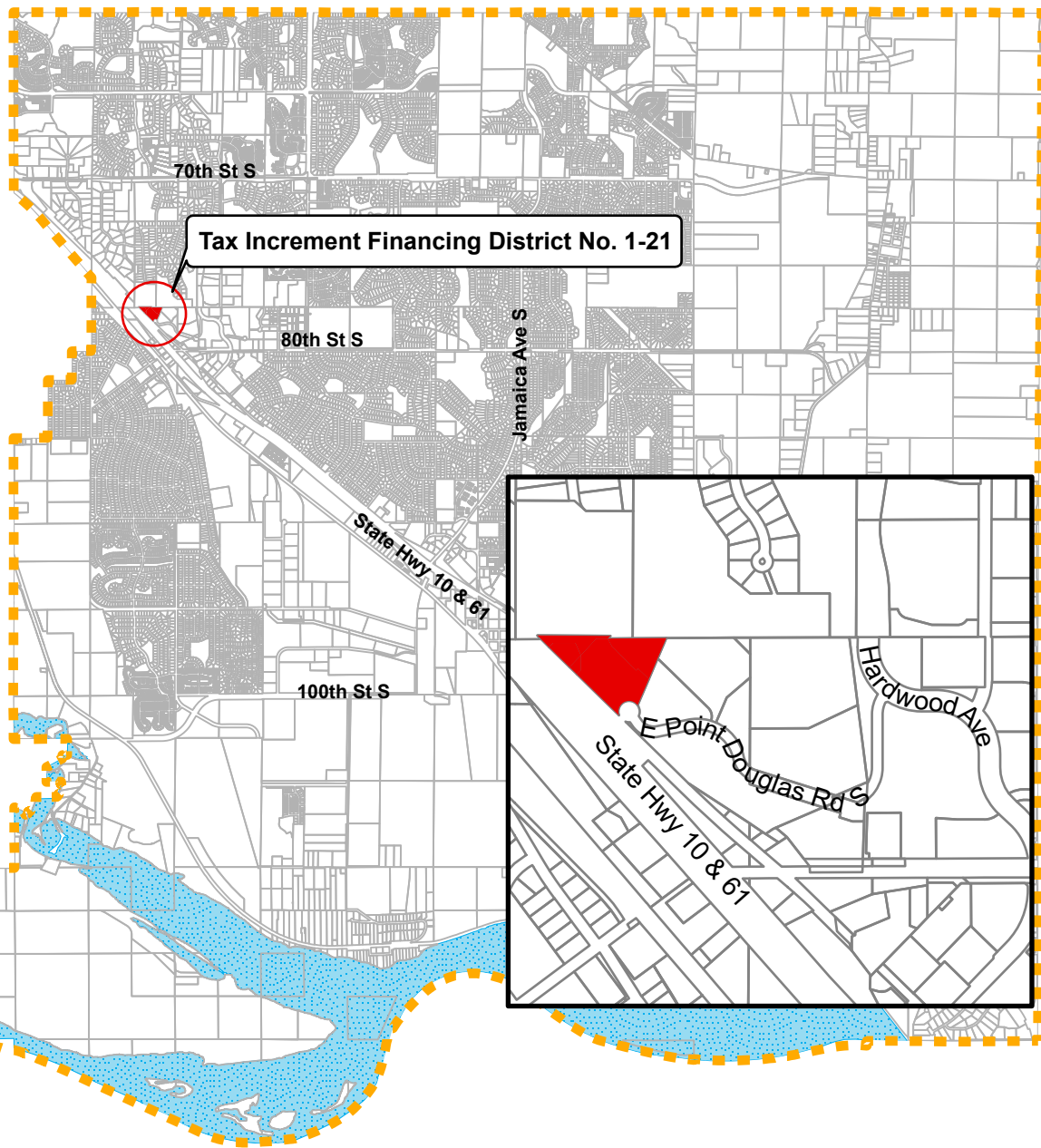
Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the Developer to such effects, (2) review of the Developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

DISTRICT ADMINISTRATION

Administration of the District will be handled by the Community Development Director.

Appendix A: Map of Development District No. 1 and the TIF District



Legend

■ Tax Increment Financing District No. 1-21

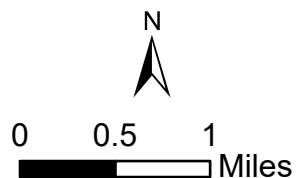
■ Development District No. 1



TIF Development Districts

Cottage Grove, MN

Date: 11/17/2023



Appendix B: Estimated Cash Flow for the District

Roers WF Housing - No Inflation

City of Cottage Grove, MN

144 Mixed Income Apartments



ASSUMPTIONS AND RATES

DistrictType:	Housing
District Name/Number:	
County District #:	
First Year Construction or Inflation on Value	2024
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	3.00%
Interest Rate:	4.00%
Present Value Date:	1-Aug-25
First Period Ending	1-Feb-26
Tax Year District was Certified:	Pay 2024
Cashflow Assumes First Tax Increment For Development:	2026
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2051
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	Inside(B)
Incremental or Total Fiscal Disparities	Incremental
Fiscal Disparities Contribution Ratio	27.5474% Prelim. Pay 2024
Fiscal Disparities Metro-Wide Tax Rate	123.0260% Prelim. Pay 2024
Maximum/Frozen Local Tax Rate:	87.8322% Prelim. Pay 2024
Current Local Tax Rate: (Use lesser of Current or Max.)	87.8322% Prelim. Pay 2024
State-wide Tax Rate (Comm./Ind. only used for total taxes)	30.0000% Prelim. Pay 2024
Market Value Tax Rate (Used for total taxes)	0.28424% Prelim. Pay 2024

Tax Rates	
Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$100,000	0.25%
Over \$100,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	07.027.21.44.0025	Southpoint Ridge LLC	6850 E. Point Douglas Rd S - Lot 3	535,900		535,900	100%	535,900	Pay 2024	Rental	6,699	Rental	6,699	1
2	07.027.21.44.0026	Southpoint Ridge LLC	6850 E. Point Douglas Rd S - Lot 4	1,500		1,500	100%	1,500	Pay 2024	C/I	30	Rental	19	1
3	07.027.21.44.0021	City of Cottage Grove	6850 E. Point Douglas Rd S - Lot C	2,000		2,000	100%	2,000	Pay 2024	Exempt	-	Rental	25	1
4	07.027.21.44.0022	City of Cottage Grove	6850 E. Point Douglas Rd S - Lot D	2,000		2,000	100%	2,000	Pay 2024	Exempt	-	Rental	25	1
5	07.027.21.44.0019	City of Cottage Grove	6850 E. Point Douglas Rd S - Outlot A	1,800		1,800	100%	1,800	Pay 2024	Exempt	-	Rental	23	1
				543,200	0	543,200		543,200			6,729		6,790	

Note:

1. Base values are for pay 2024 based on review of County website on 9-21-23.
2. Located in taxing district 1904 COTTAGE GR U-833-SWWS.

Roers WF Housing - No Inflation

City of Cottage Grove, MN
144 Mixed Income Apartments



PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2024	Percentage Completed 2025	Percentage Completed 2026	Percentage Completed 2027	First Year Full Taxes Payable
1	Apartments	225,000	225,000	107	24,075,000	Rental	300,938	2,813	25%	75%	100%	100%	2028
1	Apartments	225,000	225,000	37	8,325,000	Aff. Rental	20,813	563	25%	75%	100%	100%	2028
TOTAL					32,400,000		321,750						
Subtotal Residential				144	32,400,000		321,750						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon conversation with County Assessor on 10-4-23.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	300,938	0	300,938	264,319	0	0	68,432	332,751	3,109.82
Apartments	20,813	0	20,813	18,280	0	0	5,916	24,196	653.94
TOTAL	321,750	0	321,750	282,599	0	0	74,348	356,946	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	356,946
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(74,348)
less Base Value Taxes	(5,964)
Annual Gross TIF	276,635



Roers WF Housing - No Inflation

City of Cottage Grove, MN

144 Mixed Income Apartments

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	80,438	(6,790)	-	73,648	87.832%	64,686	32,343	(116)	(3,223)	29,004	27,878	0.5	2026	02/01/26
100%	241,313	(6,790)	-	234,523	87.832%	205,985	32,343	(116)	(3,223)	29,004	55,209	1	2026	02/01/27
100%	321,750	(6,790)	-	314,960	87.832%	276,635	102,993	(371)	(10,262)	92,360	140,535	1.5	2027	08/01/27
100%	331,403	(6,790)	-	324,613	87.832%	285,113	102,993	(371)	(10,262)	92,360	224,188	2	2027	02/01/28
100%	341,345	(6,790)	-	334,555	87.832%	293,845	138,318	(498)	(13,782)	124,038	334,330	2.5	2028	08/01/28
100%	351,585	(6,790)	-	344,795	87.832%	302,840	138,318	(498)	(13,782)	124,038	442,312	3	2028	02/01/29
100%	362,132	(6,790)	-	355,342	87.832%	312,104	142,557	(513)	(14,204)	127,839	551,421	3.5	2029	08/01/29
100%	372,996	(6,790)	-	366,206	87.832%	321,646	142,557	(513)	(14,204)	127,839	658,391	4	2029	02/01/30
100%	384,186	(6,790)	-	377,396	87.832%	331,474	146,923	(529)	(14,639)	131,754	766,476	4.5	2030	08/01/30
100%	395,712	(6,790)	-	388,922	87.832%	341,597	146,923	(529)	(14,639)	131,754	872,441	5	2030	02/01/31
100%	407,583	(6,790)	-	400,793	87.832%	352,024	151,420	(545)	(15,087)	135,787	979,508	5.5	2031	08/01/31
100%	419,811	(6,790)	-	413,021	87.832%	362,764	151,420	(545)	(15,087)	135,787	1,084,476	6	2031	02/01/32
100%	432,405	(6,790)	-	425,615	87.832%	373,826	156,052	(562)	(15,549)	139,941	1,190,534	6.5	2032	08/01/32
100%	445,377	(6,790)	-	438,587	87.832%	385,219	156,052	(562)	(15,549)	139,941	1,294,513	7	2032	02/01/33
100%	458,739	(6,790)	-	451,949	87.832%	396,955	160,823	(579)	(16,024)	144,220	1,399,569	7.5	2033	08/01/33
100%	472,501	(6,790)	-	465,711	87.832%	409,042	160,823	(579)	(16,024)	144,220	1,502,565	8	2033	02/01/34
100%	486,676	(6,790)	-	479,886	87.832%	421,492	165,737	(597)	(16,514)	148,626	1,606,627	8.5	2034	08/01/34
100%	501,276	(6,790)	-	494,486	87.832%	434,316	165,737	(597)	(16,514)	148,626	1,708,649	9	2034	02/01/35
100%	516,314	(6,790)	-	509,524	87.832%	447,525	170,799	(615)	(17,018)	153,165	1,811,725	9.5	2035	08/01/35
100%	531,804	(6,790)	-	525,014	87.832%	461,129	170,799	(615)	(17,018)	153,165	1,912,779	10	2035	02/01/36
100%	547,758	(6,790)	-	540,968	87.832%	475,142	176,012	(634)	(17,538)	157,841	2,014,877	10.5	2036	08/01/36
100%	564,191	(6,790)	-	557,401	87.832%	489,575	176,012	(634)	(17,538)	157,841	2,114,972	11	2036	02/01/37
100%	581,116	(6,790)	-	574,326	87.832%	504,441	181,382	(653)	(18,073)	162,656	2,216,099	11.5	2037	08/01/37
100%	598,550	(6,790)	-	591,760	87.832%	519,753	181,382	(653)	(18,073)	162,656	2,315,243	12	2037	02/01/38
100%	616,506	(6,790)	-	609,716	87.832%	535,525	186,913	(673)	(18,624)	167,616	2,415,407	12.5	2038	08/01/38
100%	635,001	(6,790)	-	628,211	87.832%	551,770	186,913	(673)	(18,624)	167,616	2,513,607	13	2038	02/01/39
100%							192,610	(693)	(19,192)	172,725	2,612,815	13.5	2039	08/01/39
100%							192,610	(693)	(19,192)	172,725	2,710,079	14	2039	02/01/40
100%							198,477	(715)	(19,776)	177,987	2,808,340	14.5	2040	08/01/40
100%							198,477	(715)	(19,776)	177,987	2,904,674	15	2040	02/01/41
100%							204,521	(736)	(20,378)	183,406	3,001,996	15.5	2041	08/01/41
100%							204,521	(736)	(20,378)	183,406	3,097,409	16	2041	02/01/42
100%							210,746	(759)	(20,999)	188,989	3,193,799	16.5	2042	08/01/42
100%							210,746	(759)	(20,999)	188,989	3,288,298	17	2042	02/01/43
100%							217,158	(782)	(21,638)	194,739	3,383,764	17.5	2043	08/01/43
100%							217,158	(782)	(21,638)	194,739	3,477,357	18	2043	02/01/44
100%							223,762	(806)	(22,296)	200,661	3,571,906	18.5	2044	08/01/44
100%							223,762	(806)	(22,296)	200,661	3,664,601	19	2044	02/01/45
100%							230,565	(830)	(22,973)	206,761	3,758,241	19.5	2045	08/01/45
100%							230,565	(830)	(22,973)	206,761	3,850,045	20	2045	02/01/46
100%							237,571	(855)	(23,672)	213,044	3,942,784	20.5	2046	08/01/46
100%							237,571	(855)	(23,672)	213,044	4,033,705	21	2046	02/01/47
100%							244,788	(881)	(24,391)	219,516	4,125,550	21.5	2047	08/01/47
100%							244,788	(881)	(24,391)	219,516	4,215,595	22	2047	02/01/48
100%							252,221	(908)	(25,131)	226,181	4,306,555	22.5	2048	08/01/48
100%							252,221	(908)	(25,131)	226,181	4,395,731	23	2048	02/01/49
100%							259,877	(936)	(25,894)	233,047	4,485,812	23.5	2049	08/01/49
100%							259,877	(936)	(25,894)	233,047	4,574,128	24	2049	02/01/50
100%							267,762	(964)	(26,680)	240,119	4,663,338	24.5	2050	08/01/50
100%							267,762	(964)	(26,680)	240,119	4,750,800	25	2050	02/01/51
100%							275,885	(993)	(27,489)	247,402	4,839,148	25.5	2051	08/01/51
100%							275,885	(993)	(27,489)	247,402	4,925,763	26	2051	02/01/52
Total							9,856,424	(35,483)	(982,094)	8,838,847				
Present Value From 08/01/2025							5,492,844	(19,774)	(547,307)	4,925,763				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-21 (Roers), as required pursuant to *Minnesota Statutes, (M.S.) Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 1-21 (Roers) is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Tax Increment Financing District No. 1-21 (Roers) consists of five (5) parcels. The development will consist of the construction of a 144-unit apartment building with at least 20% of the units affordable at 50% of the AMI or below, all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. Section 469.1761*. At least 20% of the units receiving assistance will be occupied by individuals and families whose incomes are at or below 50% of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in the TIF Plan is a housing district that meets the City's objectives for development and redevelopment. The cost of land acquisition, site and public improvements and utilities makes this housing development infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The Developer was asked for and provided a letter and a proforma as justification that the Developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents required for affordable workforce housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 1-21 (Roers) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 1-21 (Roers) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City. The TIF Plan also helps the EDA meet their goal of providing more affordable housing options in the City.

CONTRACT

FOR

PRIVATE DEVELOPMENT

By and Between

THE COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY

and

ROERS COTTAGE GROVE APARTMENTS LLC

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

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EXHIBIT G	FORM OF ASSESSMENT AGREEMENT
EXHIBIT H	PROFORMA, LOOKBACK, AND TOTAL DEVELOPMENT COSTS

CONTRACT FOR PRIVATE DEVELOPMENT

This Contract for Private Development (the “Agreement”) is made this ____ day of January, 2024, by and between the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its principal office at 12800 Ravine Parkway South, Cottage Grove, MN 55016 (the “EDA”), and Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware, having its principal office at Two Carlson Parkway #400, Plymouth, Minnesota 55447 (the “Developer”).

WITNESSETH:

WHEREAS, the EDA has established Development District No. 1 (the “Development District”) and adopted a Redevelopment Plan to encourage development and redevelopment in the Development District; and

WHEREAS, the EDA finds that it is in the public interest, helpful for the tax base and beneficial for the health, safety and welfare of the community as a whole to promote redevelopment of the Development District with, among other uses, projects which include both market rate and affordable housing in locations where it is compatible with surrounding land uses; and

WHEREAS, the EDA finds that, due to market conditions which exist today and are likely to persist for the foreseeable future, the private sector alone is not able to accomplish construction of affordable housing and, therefore, such will not occur without public intervention; and

WHEREAS, to foster the redevelopment described above, the EDA has also established Tax Increment Financing District No. 1-21 (the “TIF District”) within the Development District, and adopted a tax increment financing plan related thereto (the “TIF Plan”), all pursuant to Minnesota Statutes, sections 469.174 through 469.1794, as amended (the “TIF Act”); and

WHEREAS, the Developer has proposed to develop the property generally located [6850 East Point Douglas Road S] and defined in this Agreement as the Development Property, through construction of a project consisting of approximately [144 multifamily rental apartments and approximately 216 parking spaces, of which 134 will be structured parking] (collectively, the “Minimum Improvements”), as more fully described herein; and

WHEREAS, the city of Cottage Grove (the “City”) will contribute to the Minimum Improvements by selling three parcels to the Developer; and

WHEREAS, the EDA believes the Developer’s proposal is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements for which the Development District and the TIF District were established.

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

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement the following terms shall have the meanings given below unless a different meaning clearly appears from the context:

“Administrative Costs” means the administrative expenses incurred by the EDA regarding the TIF District as defined in section 469.174, subd. 14 of the TIF Act.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Assessment Agreement” means the agreement establishing a Minimum Market Value for the Development Property and Minimum Improvements substantially in the form attached hereto as Exhibit G.

“Assessor” means the Washington County assessor.

“Authorizing Resolution” means the resolution, in substantially the form attached hereto as Exhibit D, which authorizes the issuance of the Note by the EDA Executive Director upon satisfaction of the conditions precedent specified in Section 3.3 of this Agreement.

“Available Tax Increment” means 90 percent of the Tax Increment paid to the EDA by the County with respect to the Development Property and the Minimum Improvements.

“Business Subsidy Act” means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

“Certificate of Completion” means the certificate, in substantially the form attached hereto as Exhibit C, which will be provided by the EDA to the Developer pursuant to Article IV of this Agreement.

“Certificate of Occupancy” means the certificate issued by the City’s building official under the State building code authorizing occupancy of the Minimum Improvements.

“City” means the city of Cottage Grove, a municipal corporation under the laws of Minnesota.

“City Approvals” means, collectively, the preliminary and final plat of Camel’s Hump Addition, planned unit development, site plan review and any other land use approvals or entitlements required by the City prior to the Developer being authorized to construct the Minimum Improvements.

“Construction Plans” means the final plans for construction of the Minimum Improvements which will be submitted by the Developer pursuant to section 4.2 of this Agreement.

“County” means Washington County, Minnesota.

“Declaration” means the Declaration of Restrictive Covenants concerning the Minimum Improvements substantially in the form attached hereto as Exhibit F.

“Developer” means Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware.

“Development District” means the EDA’s Development District No. 1.

“Development Property” means the property generally located at [6850 East Point Douglas Road S], which includes three parcels currently owned by the City. The Development Property is legally described in Exhibit A attached hereto.

“Economic Development Authorities Act” or “EDA Act” means Minnesota Statutes, sections 469.090 through 469.108, as amended.

“Economic Development Authority” or “EDA” means the Cottage Grove Economic Development Authority.

“Event of Default” means an action by the Developer or the EDA listed in Article VIII of this Agreement.

“Final Payment Date” means the earliest of (i) the date on which the entire principal of and accrued interest on the Note have been paid in full; or (ii) February 1, 2041 or (iii) the date this Agreement or the Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act.

“Housing and Redevelopment Authority Act” or “HRA Act” means Minnesota Statutes, sections 469.001 through 469.047, as amended.

“Investment Letter” means the investment letter in substantially the form attached hereto as Exhibit E to be delivered by the Developer to the EDA prior to the issuance of the Note.

“Material Change” means a substantial change in the Construction Plans which requires new or revised City Approvals or one which will adversely affect the generation of Tax Increment from the Development Property or Minimum Improvements. Minor changes in the Construction Plans which do not change the building footprint, number of total units or parking spaces, or the number of affordable units will not constitute a Material Change. Exterior building materials shall be substantially the same as approved by the City but City staff may approve minor deviations.

“Minimum Improvements” means the construction of approximately [144 units of market rate and affordable housing and approximately 216 parking spaces, of which 134 will be structured parking]. After completion of the Minimum Improvements, the term shall mean the Development Property as improved by the Minimum Improvements.

“Minimum Market Value” means a minimum market value for real estate tax purposes of \$32,400,000 with respect to the Development Property and Minimum Improvements as of January 2, 2027 for taxes payable beginning in 2028 through the Termination Date.

“Note” means the taxable Tax Increment Revenue Note, in substantially the form set forth in the Authorizing Resolution, to be delivered by the EDA to the Developer to reimburse the Developer for the Qualifying Costs pursuant to Article III of this Agreement.

“Payment Date” means August 1, 2026 and each February 1 and August 1 thereafter to and including the Final Payment Date.

“Preliminary Plans” means the plans of the Minimum Improvements referenced in Exhibit B attached hereto.

“Public Assistance” means the financial assistance to be offered by the EDA to the Developer through issuance of the Note.

“Qualifying Costs” means the actual cost, in an amount not exceeding \$1,960,000, of site acquisition, demolition of existing structures, public infrastructure, site preparation, site improvements, utilities, structured parking and other qualifying expenditures made by the Developer related to completion of the Minimum Improvements which the EDA intends to partially reimburse through the Note.

“Qualifying Tenants” shall have the meaning given to it in the Declaration.

“Redevelopment Plan” means the redevelopment plan for the Development District, as amended.

“Rental Housing Unit” means one of the 144 rental housing units constructed as part of the Minimum Improvements.

“Sale” means any conveyance of fee simple title in and to the Minimum Improvements or the Development Property, as more fully defined in Article VII of this Agreement. For the purposes of section 3.5, the term has the meaning given it in that section.

“State” means the state of Minnesota.

“Substantial Completion” means completion of the Minimum Improvements to a degree allowing the issuance of at least a temporary certificate of occupancy for the Minimum Improvements by the City’s building official.

“Tax Increment” means the tax increment, as that term is defined in Minnesota Statutes, section 469.174, subd. 25, which is paid to the EDA by the County with respect to the Minimum Improvements and the Development Property.

“Tax Increment Financing Act” or “TIF Act” means Minnesota Statutes, sections 469.174 through 469.1794, as amended.

“Tax Increment Financing District” or “TIF District” means Tax Increment Financing District No. 1-21 within Development District No. 1, a housing district within the meaning of section 469.174, subd. 11 of the TIF Act.

“Tax Increment Financing Plan” or “TIF Plan” means the tax increment plan for the TIF District which was approved by the EDA and the City on January 17, 2024.

“Tax Official” means the Assessor, County auditor, County or state board of equalization, the commissioners of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of: (i) the date the TIF District is terminated in accordance with the TIF Act; or (ii) the date the Note is paid in full.

“Unavoidable Delays” means a failure or delay in a party’s performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party’s reasonable control including but not limited to acts of God; pandemic or other public health emergency; delays which are the direct result of adverse weather conditions; strikes or other labor troubles; problems with supply chain or materials pricing; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the EDA reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit, including delays in permitting not caused by the inaction of the Developer, which directly result in delays in construction of the Minimum Improvements; or any other cause beyond the reasonable control of a party.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A.	Legal Description of Development Property
Exhibit B.	List of Preliminary Plans
Exhibit C.	Form of Certificate of Completion
Exhibit D.	Form of Authorizing Resolution with Note
Exhibit E.	Form of Investment Letter
Exhibit F.	Form of Declaration of Restrictive Covenants
Exhibit G.	Form of Assessment Agreement
Exhibit H.	Proforma, Lookback, And Total Development Costs

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the EDA. The EDA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The EDA is a public body corporate and politic under the laws of Minnesota. The EDA has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The EDA has approved execution of this Agreement. The individuals executing this Agreement and related agreements and documents on behalf of the EDA have the authority to do so and to bind the EDA by their actions.

(c) The Development District is a redevelopment project which was created, adopted, approved and revised in accordance with the EDA Act.

(d) The TIF District is a housing district within the meaning of Section 469.174, Subd. 11 of the TIF Act and was created, adopted and approved in accordance with the TIF Act.

(e) There are no previous agreements currently in effect to which the EDA is a party pertaining to the Development Property which would preclude the parties from entering into this Agreement or which would impede the fulfillment of the terms and conditions of this Agreement.

(f) The activities of the EDA pursuant to this Agreement are undertaken pursuant to the Redevelopment Plan and the TIF Plan and are for the purpose of development of the Development Property with a housing project.

(g) The EDA will act in a timely manner to consider all approvals required under this Agreement and will cooperate with the Developer in seeking consideration of any approvals which must be granted by the City and other public entities.

(h) To the best of the EDA's knowledge, there is no pending or threatened suit, action or proceeding against the EDA before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the EDA to perform its obligations hereunder, or the validity or enforcement of this Agreement.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations and warranties as the basis for the undertaking on its part herein contained:

(a) The Developer is a limited liability company validly existing and in good standing under the laws of the state of Delaware. The Developer has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(c) The Developer will construct the Minimum Improvements in substantial accordance with the terms of this Agreement, the Redevelopment Plan, the TIF Plan, the Construction Plans, the City Approvals and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws and regulations.

(d) The Developer will apply for and use all reasonable efforts to obtain, in a timely manner, all other required permits, licenses and approvals from the City, and will meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(e) The Developer has analyzed the economics of acquisition of the Development Property, the cost of site preparation, site improvements, utilities and construction of the Minimum Improvements and concluded that, absent the Public Assistance to be offered under this Agreement, it would not undertake this project.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any organizational documents or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

Acquisition of Development Property; Public Assistance

Section 3.1. Acquisition of Development Property. The Development Property is owned in part by the City and in part by a private party. The Developer agrees to acquire fee ownership of all of the Development Property by December 31, 2024. The EDA makes no representations to the Developer regarding the suitability of the Development Property for the use and purpose intended by the Developer.

Section 3.2. Issuance of Pay-As-You-Go Note. (a) In consideration of the Developer incurring the Qualifying Costs while constructing the Minimum Improvements, the EDA will issue to the Developer the Note in the principal amount up to \$1,960,000 in substantially the form set forth in the Authorizing Resolution attached hereto as Exhibit D. The EDA and the Developer agree that the consideration from the Developer for the purchase of the Note will consist of the Developer's payment of the Qualifying Costs which are eligible for reimbursement with Tax Increment and which are incurred by the Developer in at least the principal amount of the Note. The Authorizing Resolution will authorize delivery of the Note by the EDA's Executive Director upon satisfaction by the Developer of all the conditions precedent specified in section 3.3 of this Agreement and interest will begin accruing on the date of delivery of the Note. Any statement or estimate of Qualifying Costs will not be treated as a limitation on reimbursement for any single category of Qualifying Costs provided the Qualifying Costs in total do not exceed the principal amount of the Note.

(b) Subject to the provisions thereof, the Note shall bear simple, non-compounding interest at the lesser of i) 7.75% per annum; ii) the actual rate of interest paid if the Developer finances the Note separately from the construction loan or first mortgage; or iii) the actual rate of interest paid by the Developer on the construction financing for the Minimum Improvements. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the EDA's obligations under this Agreement and under the Note shall be the Available Tax Increment received in the 6-month period preceding each Payment Date. On each Payment Date the Available Tax Increment shall be credited against the accrued interest then due on the Note and then applied to reduce the principal. In the event the Available Tax Increment is not sufficient to pay the accrued interest, the unpaid accrued interest shall be carried forward without interest. All Tax Increment in excess of the Available Tax Increment necessary to pay the principal and accrued interest on the Note is not subject to this Agreement, and the EDA retains full discretion as to any authorized application thereof. To the extent that the Available Tax Increment is insufficient through the Final Payment Date to pay all amounts otherwise due on the Note, said unpaid amounts shall then cease to be any debt or obligation of the EDA whatsoever. No interest will accrue during any period in which payments have been suspended pursuant to this Agreement unless it is determined that the suspension of payments was not warranted under this Agreement either by the EDA or by adjudication.

(c) The Developer understands and acknowledges that the EDA makes no representations or warranties regarding the amount of Available Tax Increment or that revenues pledged to the Note will be sufficient to pay the Note. Any estimates of Tax Increment prepared

by the EDA or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the EDA and are not intended as representations on which the Developer may rely.

(d) The EDA acknowledges that the Developer may assign the Note to a lender that provides the financing for the acquisition of the Development Property or the construction of the Minimum Improvements. The EDA consents to this type of assignment, conditioned upon receipt of an investment letter from the lender in a form reasonably acceptable to the EDA.

Section 3.3. Conditions Precedent to Issuance of the Note. Notwithstanding anything in this Agreement to the contrary, the EDA's Executive Director is authorized to issue the Note to the Developer only after all of the following conditions precedent have been satisfied:

- (a) The Developer has acquired all of the Development Property in fee;
- (b) The Developer has executed this Agreement and it has been recorded against the Development Property;
- (c) The Developer has executed the Declaration and it has been recorded against the Development Property;
- (d) The Developer and the Assessor have executed the Assessment Agreement and it has been recorded against the Development Property;
- (e) The Developer has paid the fees provided for in section 9.12 of this Agreement;
- (f) The Developer has achieved Substantial Completion of all elements the Minimum Improvements and the EDA has issued the Certificate of Completion;
- (g) The Developer has submitted evidence, including paid receipts and lien waivers, it has incurred and paid for the Qualifying Costs in an amount not less than the principal amount of the Note;
- (h) The Developer has submitted the Investment Letter in the general form attached hereto as Exhibit E;
- (i) The Developer has complied with section 3.5(c) of this Agreement;
- (j) The EDA has adopted the Authorizing Resolution; and
- (k) There has been no Event of Default on the part of the Developer which has not been cured.

Section 3.4. Records. The EDA and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices paid by the Developer and/or its general contractor relating to the Minimum Improvements and the Qualifying Costs for which the Developer will be reimbursed under the Note.

Section 3.5. Lookback Provisions and Reduction of Note.

(a) The Public Assistance offered by the EDA to the Developer under this Agreement is based on certain assumptions regarding likely performance of the Minimum Improvements including operating revenues, expenses and development costs of construction. The EDA and the Developer agree that the actual financial performance of the Minimum Improvements will be reviewed at the times described in this section 3.5, and that the Note may be adjusted accordingly. The Developer shall provide the EDA and its municipal advisor (the "Consultant") with the Pro Forma Financial Statements showing a target Yield on Cost Average Annual Return of 6.5%.

(b) For the purposes of this section 3.5, the following terms have the following meanings:

1. "Calculation Date" means the earlier of (A) 90 days after the earlier of (i) the date of Stabilization; (ii) two years after the date of completion, as evidenced by the EDA's issuance of a Certificate of Completion, or; (B) at least 30 days prior to sale of the Minimum Improvements
2. "Yield on Cost" means NOI divided by the Total Development Costs less any grants, calculated as set forth in the sample lookback calculation attached hereto as Exhibit H.
3. "Yield on Cost Average Annual Return" means the average of each annual Yield on Cost beginning at the time that the Certificate of Occupancy is issued, as set forth in the sample lookback calculation attached hereto as Exhibit H.
4. "Net Operating Income" or "NOI" means total annual income and other project-derived annual revenue, including payments under the Note, less Operating Expenses, which exclude debt service payments. For purposes of the Yield on Cost Average Annual Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%; (ii) revenue for periods after the Calculation Date shall be inflated by 2.5% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2.5% annually.
5. "Operating Expenses" means reasonable and customary expenses actually incurred in operating the Minimum Improvements and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the Consultant.
6. "Pro Forma Financial Statement" means the cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as Exhibit H.

7. "Stabilization" means the calendar month-end date on which the Minimum Improvements have first achieved an average occupancy of 90% during the preceding 12 calendar months, or such earlier date as may be requested by the Developer but, for purposes of the Yield on Cost calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

8. "Sale" means the transfer and/or assignment of more than 51 percent of the Developer's interest in the Minimum Improvements to an entity which is not an affiliate of the Developer.

9. "Total Development Costs" means the total expenditures to complete the Minimum Improvements inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer's senior construction debt lender.

(c) Lookback at Completion of Construction: After completion of the Minimum Improvements but prior to issuance of the Note, the Developer agrees to submit evidence of its actual Total Development Costs to the EDA for comparison with the estimated Total Development Costs listed on Exhibit H. If the actual Total Development Costs are less than the estimated Total Development Costs, the Note will be reduced by the amount by which the estimated costs exceed the actual costs. The Note will not be issued until the EDA has compared actual with estimated Total Development Costs as described herein and adjusted the principal amount of the Note, if necessary.

(d) Lookback on Stabilization: Upon Stabilization, the Developer shall deliver to the EDA and Consultant, at a minimum: (i) the Developer's actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the EDA pursuant to clause (b) 6 above and showing NOI, and such other financial information as the Consultant shall reasonably require, and (ii) evidence, satisfactory to the EDA, of its actual Total Development Costs.

1. The Yield on Cost Average Annual Return shall be calculated by the Consultant based on the financial statement submitted to the EDA pursuant to clause (d) above (in the manner the Consultant determines is consistent with the sample lookback calculation attached as Exhibit H, as approved by the EDA).

2. If the Yield on Cost Average Annual Return does not exceed 6.5% over the term of the Note, the Note will not be revised for Lookback on Stabilization.

3. If the Consultant determines, based on such review, that the Yield on Cost Average Annual Return over the term of the Note exceeds 6.5% (to be calculated in a manner comparable to the sample attached as Exhibit H), then the principal balance of the Note will be reduced as determined by the Consultant below:

(A) First, by determining the period over which the Note needs to be outstanding to achieve a 6.5% Yield on Cost Average Annual Return over the term of the Note based on the Consultant's calculation of the Yield on Cost Average Annual Return.

(B) Second, by determining the present value of actual or projected (with respect to future payments) bi-annual Note payments over the life of the Note through the year determined in clause (A) using the interest rate on the Note as the present value discount rate.

(C) Third, by determining the amount equal to 50% of the difference between the original principal amount of the Note and the present value number calculated in clause (B).

(D) Finally, the new principal amount of the Note will then be determined by adding the amounts in clauses (B) and (C) and rounding to the nearest \$1,000 (the "Revised Note Principal Amount").

(E) Such Revised Note Principal Amount will be effective upon delivery to the Developer of a written notice stating the Revised Note Principal Amount as determined by the Consultant in accordance with this section 3.5, accompanied by the Consultant's report. The Developer shall, thereupon, deliver the Note in exchange for a new Note in the Revised Note Principal Amount.

(e) Lookback Upon Sale: If the Developer sells the Minimum Improvements to an unrelated third party or refinances (provided, however, the placement of permanent debt on the Minimum Improvements will not constitute a refinance giving rise to the review as described in this subsection (e)) during the term of the Note, the Developer agrees to provide to the Consultant the Pro Forma Financial Statements for the period from the date of the Certificate of Occupancy through such anticipated Sale or refinance date (provided that the Developer and the EDA agree that the calculation will occur prior to the actual transfer or refinancing). If the Consultant determines, based on such review, that the actual cash flows realized by the Developer have exceeded a Yield on Cost Average Annual Return of 6.5%, then the Note shall be reduced by 50% of the excess amount of such actual cash flows, including a reduction to \$0.00, if applicable. Such reduction will be effective upon delivery to Developer of a written notice stating the amount of such excess amount as determined by the EDA in accordance with this subsection (e), accompanied by the Consultant's report.

Section 3.6. No Business Subsidy. All of the Public Assistance offered by the EDA to the Developer under this Agreement is related to housing. Accordingly, this project qualifies for the exception under Minnesota Statutes, section 116J.993, subd. 3(7) and the Public Assistance is not a business subsidy within the meaning of the Business Subsidy Act.

ARTICLE IV

Construction of Minimum Improvements; Public Improvements; Income Restrictions

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property substantially in accordance with the Preliminary Plans and the Construction Plans. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with the City Approvals and possible approvals by other governmental

agencies. To the extent such approvals have not already been obtained, the Developer agrees to submit in a timely manner all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Preliminary Plans and Construction Plans. (a) The Developer has submitted and the EDA has approved the Preliminary Plans listed in Exhibit B attached hereto. Prior to beginning construction on the Minimum Improvements, the Developer shall submit dated Construction Plans to the EDA. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. The EDA will approve the Construction Plans, if they (1) are substantially consistent with the Preliminary Plans; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; and (5) if there has occurred no uncured Event of Default on the part of the Developer. Except as otherwise set forth herein, no approval by the EDA shall relieve the Developer of the obligation to comply with the terms of this Agreement and the terms of all applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. Except as otherwise set forth herein, no approval by the EDA shall constitute a waiver of an Event of Default. The EDA shall use good faith efforts to review the Construction Plans and either approve or reject them in writing within 15 business days after receipt. Any rejection, in whole or in part, shall set forth in detail the reasons for rejection.

(b) If the Developer desires to make any Material Change in the Construction Plans after approval, the Developer shall submit the proposed change to the EDA for its approval. If the proposed change is consistent with the Preliminary Plans or is otherwise acceptable to the EDA and meets all other requirements of section 4.2(a) above, the EDA shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the EDA unless rejected, in whole or in part, by written notice by the EDA to the Developer, setting forth in detail the reasons for rejection. Such rejection shall be made within 15 business days after receipt by the EDA of the written notice of such change from the Developer.

Section 4.3. Commencement and Completion of Construction; Repair. (a) Subject to Unavoidable Delays, the Developer agrees to commence construction of the Minimum Improvements by December 31, 2024. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans, as may be modified in accordance with this Agreement. The Developer shall make such periodic reports to the EDA regarding construction of the Minimum Improvements as the EDA deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements. Subject to Unavoidable Delays, the Developer agrees to have achieved Substantial Completion of the Minimum Improvements by December 31, 2026.

(b) The Developer agrees to notify the EDA immediately in the case of damage exceeding \$250,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event this type of damage or destruction occurs, the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to

substantially the same or an improved condition or value as it existed prior to the event causing the damage and, to the extent necessary to accomplish the repair, reconstruction and restoration, subject to the rights of Developer's senior construction lender, the Developer will apply the net proceeds of any insurance relating to the damage received by the Developer to the payment or reimbursement of the costs thereof. The Developer will complete the repair, reconstruction and restoration of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Developer is sufficient to pay for the same. Any net proceeds remaining after completion of the repairs, construction and restoration will be the property of the Developer.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event of damage to the Minimum Improvements in excess of \$250,000 and the Developer fails to complete repair, reconstruction or restoration of the Minimum Improvements within 18 months from the date of damage, the EDA may, at its option, terminate the Note as provided in Section 8.2 hereof. If the EDA terminates the Note, the termination will constitute the EDA's sole remedy under this Agreement as a result of the Developer's failure to repair, reconstruct or restore the Minimum Improvements. Thereafter, the EDA will have no further obligations to make any payments under the Note.

Section 4.4. Certificate of Completion. (a) After Substantial Completion of the Minimum Improvements in accordance with the Construction Plans and at the written request of the Developer, the EDA will, within 20 days thereafter, furnish the Developer with a Certificate of Completion in the form of Exhibit C attached hereto. Such Certificate of Completion by the EDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof.

(b) The Certificate of Completion shall be in the form set forth in Exhibit C and will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the EDA shall refuse to provide a Certificate of Completion in accordance with the provisions of this section 4.4, the EDA shall promptly notify Developer within the same 20 day period following receipt of request by the Developer for the Certificate of Completion, and such notification from the EDA shall include a written statement, indicating in clear detail in what respects the Developer has failed to complete the Minimum Improvements substantially in accordance with the Construction Plans and what measures or acts will be necessary, in the opinion of the EDA, for the Developer to take or perform in order to obtain such certification. If the EDA fails to issue such a written statement within such 20-day period, the EDA shall be deemed to have waived its right to do so and shall be deemed to have issued a Certificate of Completion to the Developer. The Developer shall have 90 days following receipt of the EDA's written response to cure or agree to terms with the EDA regarding issues to be resolved prior to the Developer obtaining a Certification of Completion from the EDA.

Section 4.5. City Approvals. Construction of the Minimum Improvements will require obtaining and complying with the City Approvals.

Section 4.6. Declaration Regarding Income Restrictions. The Developer agrees that the Minimum Improvements will be subject to the following tenant income restrictions:

(a) The Developer will cause at least 29 units (20.1 percent) of the Rental Housing Units in the Minimum Improvements to be occupied by Qualifying Tenants whose household income is 50 percent or less of the area median gross income, and at least another eight units (5.6 percent) of the Rental Housing Units to be occupied by Qualifying Tenants whose household income is 60 percent or less of area median income, as further described in the Declaration attached hereto as Exhibit F. The Rental Housing Units which will be made available to Qualifying Tenants will include 13 one-bedroom units, 13 two-bedroom units and 11 three-bedroom units. Prior to any payment under the Note, the Developer will deliver the executed Declaration to the EDA in recordable form. The Declaration shall be in effect for a minimum of 26 years from the date of issuance of Certificate of Completion for the Minimum Improvements.

(b) As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant will be required annually to sign and deliver to the Developer a certification in which the prospective Qualifying Tenant certifies as to his or her income. In addition, the person will be required to provide whatever other information, documents, or certifications are reasonably deemed necessary by the EDA's Executive Director to substantiate his or her income, on an ongoing annual basis, and to verify that the tenant continues to be a Qualifying Tenant. Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Rental Housing Unit or resided therein during the immediately preceding calendar year.

(c) The form of lease to be utilized by the Developer in renting any Rental Housing Unit to any person who is intended to be a Qualifying Tenant must provide for termination of the lease and consent by the person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by the person with respect to income.

(d) On or before April 15 of each year during the term of the Declaration, commencing on the first April 15 after issuance of the Certificate of Completion for the Minimum Improvements, the Developer must submit evidence of tenant incomes, showing that tenants of at least 37 of the Rental Housing Units meet the income restrictions set forth in the Declaration or that such Rental Housing Units are being held open for tenants meeting the income restrictions set forth in the Declaration.

(e) While the covenants in this section 4.6 are in effect, the EDA and its representatives will have the right at all reasonable times, and after reasonable notice, to inspect and to examine and copy all books and records of the Developer and its successors and assigns relating to the tenant income covenants described in this section 4.6 and in the Declaration.

(f) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the rental restrictions provided in this Agreement and the Declaration is to ensure compliance of the Minimum Improvements with the income covenants required under the TIF Act for a housing tax increment financing district. If prior to the Termination Date the EDA reasonably determines, based on the reports submitted by the Developer or otherwise that the residential portion of the project no longer meets the requirements of a housing tax increment financing district, such event will be deemed an Event of Default by the Developer under this

Agreement; provided, however, that the EDA may not terminate this Agreement so long as the determination is being contested in good faith and has not been finally adjudicated.

(g) The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Minimum Improvements prior to the Termination Date that the transferee assume in writing, in a form acceptable to the EDA, all duties and obligations of the Developer under this section 4.6 and the Declaration regarding income restrictions and verification of Qualified Tenants by means of an assumption agreement acceptable to the EDA. The Developer will deliver an executed copy of the assumption agreement to the EDA prior to the transfer.

ARTICLE V

Insurance

Section 5.1. Insurance. The Developer or its general contractor will provide and maintain, at all times during the process of constructing the Minimum Improvements, a Special Form Basis Insurance Policy and, from time to time during that period, at the request of the EDA no more frequently than once annually, furnish the EDA with proof of payment of premiums on policies covering the following:

- (1) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the applicable portion of the Minimum Improvements at the date of completion, and with coverage available in reporting form on the so-called "special" form of policy;
- (2) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and
- (3) Workers' compensation insurance, with statutory coverage.

Section 5.2. Evidence of Insurance. All insurance required in this Article V of this Agreement must be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. Upon written request by the EDA, the Developer agrees to deposit with the EDA a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect.

ARTICLE VI

Payment of Taxes; Assessment Agreement; Use of Tax Increment

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (i) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (ii) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (iii) it will not cause a reduction in the assessed value of the Minimum Improvements or the Development Property below the Minimum Market Value described in section 6.2(a) of this Agreement through:

- (a) willful destruction of the Minimum Improvements or any part thereof;
- (b) failure to reconstruct damaged or destroyed property pursuant to Section 4.3 of this Agreement;
- (c) a request to the Assessor to reduce the assessed value of all or any portion of the Minimum Improvements or the Development Property below the Minimum Market Value ;
- (d) a petition to the board of equalization of the County to reduce the assessed value of all or any portion of the Minimum Improvements or the Development Property below the Minimum Market Value;
- (e) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the assessed value of all or any portion of the Minimum Improvements or the Development Property below the Minimum Market Value;
- (f) an action in a district court of the State or the tax court of the State seeking a reduction in the assessed value of the Minimum Improvements or the Development Property below the Minimum Market Value;
- (g) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement or deferral of real estate taxes on the Minimum Improvements or the Development Property;
- (h) a transfer of the Minimum Improvements or the Development Property, or any part thereof, to an entity exempt from the payment of real estate taxes under State law and that entity applies for tax exemption; or
- (i) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government.

Section 6.2. Assessment Agreement. (a) At the time of execution of this Agreement, the EDA and the Developer shall execute an Assessment Agreement for the Development Property and Minimum Improvements. The Assessment Agreement shall specify a Minimum Market Value of \$32,400,000 as of January 2, 2027 for taxes payable beginning in 2028 through the Termination Date, notwithstanding any failure to start or complete the Minimum Improvements by said date or any failure to reconstruct the Minimum Improvements after damage or destruction before the Termination Date.

(b) The Assessment Agreement shall be substantially in the form attached hereto as Exhibit G. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the Minimum Improvements or the Development Property in excess of the Minimum Market Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in any increase in the market value established pursuant to section 6.2(a) of this Agreement; provided, however, that the Developer shall not seek a reduction of such market value below the Minimum Market Value set forth in the Assessment Agreement in any year so long as such Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the Termination Date; provided that if at any time before the Termination Date the Assessment Agreement is found to be terminated or unenforceable by any Tax Official or court of competent jurisdiction, the Minimum Market Value described in this section 6.2 shall remain an obligation of the Developer or its successors and assigns (whether or not such value is binding on the Assessor), it being the intent of the parties that the obligation of the Developer to maintain, and not seek reduction of, the Minimum Market Value specified in this Section 6.2 is an obligation under this Agreement as well as under the Assessment Agreement, and is enforceable by the EDA against the Developer, its successors and assigns, in accordance with the terms of this Agreement and the Assessment Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Developer shall not be precluded from contesting the market value of the Minimum Improvements or the Development Property, or any substantial portion thereof, if the Minimum Improvements or the Development Property is acquired by a public entity through eminent domain prior to the Termination Date.

Section 6.3. Suspension or Reduction of Payment on Note. a) The Developer may, at any time following the issuance of the Certificate of Completion, seek through petition or other means to have the Assessor's estimated market value for the Minimum Improvements or Development Property reduced to not less than the Minimum Market Value. Such activity must be preceded by written notice from the Developer to the EDA indicating its intention to do so.

b) Upon receiving notice that the Developer seeks a reduction in the Assessor's estimated market value of all or any portion of the Minimum Improvements or Development Property, or otherwise learning of the Developer's intentions, the EDA may suspend or reduce payments due under the Note except for the portion of such payments from Available Tax Increment, based on the Minimum Market Value, or the Assessor's estimated market value for the year in which the Minimum Improvements have been completed, if less than Minimum Market Value, until the actual amount of the reduction in market value is determined, whereupon the EDA will make the suspended payments less any amount that the EDA is required to repay the County as a result any retroactive reduction in market value of the Minimum Improvements or

Development Property. During the period that the payments are subject to suspension, the EDA may make partial payments on the Note, from the amounts subject to suspension, if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The EDA's suspension or reduction of payments of the Note pursuant to this Section 6.3 shall not be considered a default under section 8.1 hereof.

Section 6.4. Right to Collect Delinquent Taxes and Special Assessments. The Developer acknowledges that at all times prior to the Termination Date the EDA shall have the right to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and special assessments due on the Development Property or the Minimum Improvements and to pay over the same as a tax payment to the County auditor. In any such suit in which the EDA prevails, the EDA shall also be entitled to recover its reasonable out-of-pocket costs and expenses, including attorney fees.

Section 6.5. Use of Tax Increment. The TIF District is a housing district within the meaning of section 469.174, subd. 11 of the TIF Act. Except for payments to the Developer as provided for in this Agreement and the Note, the EDA shall be free to use any Tax Increment it receives from the County with respect to the TIF District for any purpose for which such increment may lawfully be used under the TIF Act and the EDA shall have no obligations to the Developer with respect to the use of such Tax Increment.

ARTICLE VII

Restrictions on Sale of Minimum Improvements; Termination of Agreement

Section 7.1. Prohibition Against Sale of Minimum Improvements.

(a) The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant to the Agreement, are, and will be, used for the purpose of construction of the Minimum Improvements on the Development Property and not for speculation in land holding. The Developer represents and agrees that, prior to the issuance of a Certificate of Completion regarding the Minimum Improvements, there shall be no Sale of all or any portion of the Development Property or the Minimum Improvements constructed thereon nor shall the Developer suffer any such Sale to be made, without the prior written approval of the EDA, which approval shall not be unreasonably withheld; provided however, notwithstanding the foregoing, the Developer shall be entitled to lease Rental Housing Units to third parties without the prior written approval of the EDA. As a condition of approval of any such Sale, the EDA shall require, at a minimum, that the proposed transferee shall have entered into an agreement whereby the transferee expressly assumes all of the Developer's obligations under this Agreement. Any such agreement shall include the EDA as a party and otherwise be in form and substance reasonably acceptable to the EDA.

(b) Notwithstanding anything in this Agreement to the contrary, Developer is authorized, without the approval of EDA, to obtain construction and permanent financing for the Minimum Improvements and to mortgage the Development Property and collaterally assign payments under the Note to provide security for the construction and permanent financing, and the

EDA shall subordinate this Agreement to such mortgage. The Assessment Agreement will not be subordinated in connection with any such mortgage.

(c) After a Certificate of Completion has been issued, Developer or other transferor may freely, without the approval of EDA, sell or transfer the Minimum Improvements or the Development Property to any person at any time. In connection with such a sale or transfer, Developer may assign its interest in this Agreement and the Note to the buyer or transferee, provided that such buyer or transferee assumes and agrees to perform the obligations of Developer hereunder. In the event that the Developer or other transferor enters into an agreement to sell or transfer the Minimum Improvements or the Development Property or any portion to any person, then, within 15 days after request, the EDA shall acknowledge and certify certain facts in connection with this Agreement and the status of obligations of Developer/transferor under this Agreement. The EDA shall provide this certification to Developer/transferor and any potential buyer or transferee of the Minimum Improvements or the Development Property or any portion thereof. The certification shall reference the following: (1) that the Developer/transferor and transferee may rely on the representations and agreements made by the EDA in the certification; (2) the status of the completion of the construction obligations of the Minimum Improvements; (3) the amount of payments made under the Note and the outstanding principal balance of the Note, if any, and that any amounts owed under the Note will be paid to Developer and not the transferee unless the rights under the Note are specifically assigned to the transferee; (4) whether or not there exists any defaults, events of default, or conditions which with the passage of time or giving of notice would constitute a default under this Agreement; (5) that the Note is subject to the Lookback Upon Sale provisions of section 3.5(e) of this Agreement; and (6) such other matters as may be reasonably requested by the Developer or the transferee.

Notwithstanding the foregoing, prior written approval from the EDA shall not be required for any transfer or assignment prior to or after issuance of the Certificate of Completion: (i) to any entity controlling, controlled by or under common control with the Developer; (ii) to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer; or (iii) that after giving effect to such transfer or assignment does not result in a change in control of the Developer.

Section 7.2. Termination of Agreement. Upon the occurrence of the Termination Date, the parties agree to execute and record a document terminating this Agreement.

ARTICLE VIII

Events of Default

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

(a) Failure by the Developer to acquire all of the Development Property in fee as required by this Agreement;

(b) Failure by the Developer to seek such approvals or permits from the EDA and the City and other entities which are necessary to construct the Minimum Improvements;

(c) Failure by the Developer to pay real estate taxes or special assessments on the Minimum Improvements or the Development Property as they become due;

(d) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay or waived by the Developer and the EDA;

(e) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver;

(f) If there is a violation by the Developer of the Declaration with regard to the required number or income limitations of the Qualifying Tenants or if the Developer fails to deliver the annual rent and income reports required by the Declaration;

(g) Prior to the Termination Date, an appeal or challenge by the Developer to the Minimum Market Value under this Agreement or the Assessment Agreement, except as otherwise permitted under section 6.3 of this Agreement;

(h) Sale of the Minimum Improvements or the Development Property, or any portion thereof, by the Developer in violation of section 3.5 or Article VII of this Agreement; or

(i) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to any action necessary for the establishment of the TIF District.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days from the receipt of Notice or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) Prior to issuance of the Certificate of Completion, cancel and rescind or terminate this Agreement;

(c) If the default occurs after issuance of a Certificate of Completion, the EDA may suspend payments under the Note, subject to the provisions of section 8.3 of this Agreement; and

(d) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, including reimbursement of the Public Assistance previously granted, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement.

The EDA recognizes and agrees that any lender who is the beneficiary of a mortgage recorded against the Development Property, shall have the opportunity, but not the obligation, to cure any default by the Developer under the same terms as the Developer, and any cure by such lender shall be accepted or rejected as if made by the Developer.

Section 8.3. Remedies after Certificate of Completion. The EDA may exercise its rights under section 8.2(c) only for the following Events of Default:

(a) the Developer fails to pay real estate taxes or special assessments on the Minimum Improvements or the Development Property or any part thereof when due and the taxes or special assessments have not been paid, or provision satisfactory to the EDA made for their payment, within 45 days after written demand by the EDA to do so; or

(b) the Developer takes or permits an action prohibited by section 6.1 of this Agreement; or

(c) the Developer transfers the Minimum Improvements or the Development Property, or any part thereof, to an entity exempt from the payment of real estate taxes under State law; or

(d) the Developer fails to comply with the income restrictions or to deliver annual rent and income reports as provided in Section 4.6 of this Agreement and the Declaration; provided that, upon the Developer's failure to provide annual reports, if uncured after 30 days' written notice to the Developer of the failure, the EDA may only suspend payments under the Note until the Developer delivers said reports. If the Developer fails to deliver rent and income reports for a period of six months following the date the reports are due after written notice to the Developer of the failure, the EDA may terminate the Note and the TIF District; or

(e) the Developer fails to comply with the Lookback Upon Sale provisions of section 3.5(e) of this Agreement; or

(f) a final determination by the State or a court of competent jurisdiction that the TIF District does not or no longer qualifies as a housing tax increment financing district under the TIF Act.

Section 8.4. No Remedy Exclusive. No remedy conferred herein or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or

now or hereafter existing at law or in equity. 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 EDA or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

Section 8.5. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX

Additional Provisions

Section 9.1. Conflict of Interests; Representatives Not Individually Liable. No member, official, or employee of the EDA shall have any personal financial interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the EDA shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligations under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer agrees that through the Termination Date it will use the Minimum Improvements for only such uses as permitted under the City's land use regulations and in compliance with the City Approvals.

Section 9.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

(a) in the case of the Developer: Roers Cottage Grove Apartments LLC
Two Carlson Parkway #400
Plymouth, Minnesota 55447
Attn: Brian Roers and Logan Schmidt

and with a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Joseph Phelps

(b) in the case of the EDA: Cottage Grove Economic Development
Authority
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attn: Executive Director

and with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Ronald H. Batty

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 9.4.

Section 9.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.6. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the EDA or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the EDA and the Developer.

Section 9.7. Amendment. This Agreement may be amended only by the written agreement of the parties.

Section 9.8. Recording; Agreement Runs with the Land. The EDA intends to record this Agreement among the County land records and the Developer agrees to pay for the cost of recording same. This Agreement runs with the Development Property and shall bind the successors and assigns of the EDA and the Developer.

Section 9.9. Release and Indemnification Covenants. a) Except for any negligent act or willful misconduct of the following named parties, the Developer hereby releases from and covenants and agrees that the EDA, and its governing body members, officers, agents, servants, and employees (the "Indemnified Parties") shall not be liable for, and hereby agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to

or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

b) The aforesaid indemnification shall not apply to willful misrepresentation or any willful or wanton misconduct or negligence of the EDA.

c) Except for any negligent or willful act of the EDA, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its partners, officers, agents, servants or employees or any other person who may be about the Minimum Improvements or the Development Property due to any act of negligence of any person.

Section 9.10. Titles of Articles and Sections. Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.11. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of Minnesota. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

Section 9.12. Fees and Charges. The Developer agrees to reimburse the EDA for all reasonable fees or costs for legal, municipal advisory, engineering, planning or other staff time for modification of the Redevelopment Plan and preparation of the TIF Plan and related documents; the analysis, drafting or negotiating this Agreement and related documents and the recording thereof; and for reviewing any plans regarding the Minimum Improvements submitted in satisfaction of this Agreement. The Developer also agrees to reimburse the City for all reasonable fees and costs incurred by the City in connection with construction of the Minimum Improvements and the City Approvals. The Developer and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices and supporting documents relating to the fees and charges to be reimbursed pursuant to this Section.

Section 9.13. Notice of Unavoidable Delays. Within ten (10) days after a party impaired by an Unavoidable Delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation required under this Agreement unless the notices required in this section are given as herein required.

* * * * *

IN WITNESS WHEREOF, the EDA and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

COTTAGE GROVE ECONOMIC
DEVELOPMENT AUTHORITY

By:

_____, President

By:

_____, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2024, by _____, the President of the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

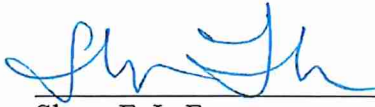
The foregoing instrument as acknowledged before me this _____ day of _____, 2024, by _____, the Executive Director of the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

Notary Public

ROERS COTTAGE GROVE
APARTMENTS LLC, a Delaware limited
liability company

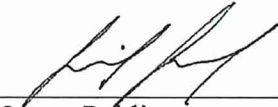
By: Roers Cottage Grove Apartments Manager
LLC, a Minnesota limited liability company
Its: Manager

By: Roers Companies Project Holdings LLC, a
Minnesota limited liability company
Its: Manager

By: 
Name: Shane E. LaFave
Its: Vice President of Development

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was executed before me this 10th day of January,
2024, by Shane E. LaFave, the Vice President of Development of Roers Companies Project
Holdings LLC, a Minnesota limited liability company, the Manager of Roers Cottage Grove
Apartments Manager LLC, a Minnesota limited liability company, the Manager of Roers Cottage
Grove Apartments LLC, a Delaware limited liability company, on behalf of the company.



Notary Public

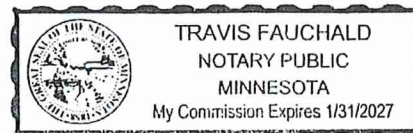


EXHIBIT A TO
CONTRACT FOR PRIVATE DEVELOPMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

07 027 21 44 0025
07 027 21 44 0019
07 027 21 44 0021
07 027 21 44 0022
07 027 21 44 0026

[legal descriptions to be included]

EXHIBIT B TO
CONTRACT FOR PRIVATE DEVELOPMENT
LIST OF PRELIMINARY PLANS

The following constitute the Preliminary Plans of the Minimum Improvements:

[to be included]

**EXHIBIT C TO
CONTRACT FOR PRIVATE DEVELOPMENT**

**FORM OF
CERTIFICATE OF COMPLETION**

WHEREAS, the Cottage Grove Economic Authority, a public body corporate and politic under the laws of Minnesota (the “EDA”), and Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware (the “Developer”), have entered into a certain Contract for Private Development (the “Agreement”) dated the ____ day of _____, 2024, and recorded in the office of the _____ in Washington County, Minnesota, as Document No. _____, which Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements, as defined in the Agreement; and

WHEREAS, the Developer has performed said covenants and conditions in a manner deemed sufficient by the EDA to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Developer has been completed and the _____ in Washington County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: _____.

COTTAGE GROVE ECONOMIC DEVELOPMENT
AUTHORITY

By:

_____, President

By:

_____, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 202__,
by _____, the President of the Cottage Grove Economic Development Authority, a
public body corporate and politic under the laws of Minnesota, on behalf of the EDA.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 202__`,
by _____, the Executive Director of the Cottage Grove Economic Development
Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the EDA.

Notary Public

This Instrument was Drafted by:
KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT D TO
CONTRACT FOR PRIVATE DEVELOPMENT**

FORM OF AUTHORIZING RESOLUTION WITH NOTE

COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF, AND
PROVIDING THE FORM, TERMS, COVENANTS AND
DIRECTIONS FOR THE ISSUANCE OF ITS TAXABLE TAX
INCREMENT REVENUE NOTE, SERIES 202__ IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$1,960,000

BE IT RESOLVED BY the Cottage Grove Economic Development Authority (the “EDA”),
as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The EDA has heretofore approved the establishment of Tax Increment Financing District No. 1-21 (the “TIF District”), located in Development District No. 1 (the “Development District”), and has adopted a tax increment financing plan for the purpose of financing certain improvements within the Development District.

Pursuant to Minnesota Statutes, Section 469.178, the EDA is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Minimum Improvements and Development Property in the Development District. The bonds are payable from all or any portion of revenues derived from the Minimum Improvements and the Development Property (each as defined in the Agreement (defined below)) in the TIF District and pledged to the payment of the bonds. The EDA hereby finds and determines that it is in the best interests of Cottage Grove that it issue and sell its taxable Tax Increment Revenue Note, Series 202__ (the “Note”), in the aggregate principal amount up to \$1,960,000, for the purpose of financing certain public costs of the Development District.

1.02. Agreement Approved; Issuance, Sale and Terms of the Note. The EDA has previously approved the Contract for Private Development (the “Agreement”) between the EDA and Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware (the “Owner”), and authorized the President and Executive Director to execute the Agreement. Pursuant to the Agreement, the Note will be issued to the Owner. The Note will be dated as of the date of delivery and will bear interest at the rate of at the lesser of i) 7.75% per annum; ii) the actual rate of interest paid if the Developer finances the Note separately from the construction loan or first mortgage; or iii) the actual rate of interest paid by the Developer on the construction financing for the Minimum Improvements. In exchange for the EDA’s issuance of the Note to the

Owner, the Owner will pay certain costs related to the Minimum Improvements (the Qualifying Costs, as defined in the Agreement) pursuant to Section 3.2 of the Agreement. The Note will be delivered in the principal amount up to \$1,960,000 for reimbursement of the Owner's costs in accordance with the terms of Sections 3.2 and 3.3 of the Agreement.

Section 2. Form of Note. The Note will be in substantially the following form, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
WASHINGTON COUNTY
COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY

No. R-1

\$1,960,000

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 202__

Rate

Date
of Original Issue

[lesser of i) 7.75% per annum; ii) the actual rate of interest paid if the Developer finances the Note separately from the construction loan or first mortgage; or iii) the actual rate of interest paid by the Developer on the construction financing for the Minimum Improvements]

The Cottage Grove Economic Development Authority (the "EDA"), for value received, certifies that it is indebted and hereby promises to pay to Roers Cottage Grove Apartments LLC, a Delaware limited liability company, or registered assigns (the "Owner"), the principal sum of \$1,960,000 with interest thereon at the rate specified below, as and to the extent set forth herein.

1. Payments. Principal and interest payments ("Payments") will be paid on August 1, 2026, and each February 1 and August 1 thereafter until the earlier of payment in full or February 1, 2041 ("Payment Dates"), in the amounts and from the sources set forth in Section 3 herein.

Payments are payable by mail to the address of the Owner or any other address as the Owner may designate upon 30 days written notice to the EDA. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest shall be simple, non-compounding interest at the lesser of i) 7.75% per annum; ii) the actual rate of interest paid if the Developer finances the Note separately from the construction loan or first mortgage; or iii) the actual rate of interest paid by the Developer on the construction financing for the Minimum Improvements. Interest shall be computed on the basis of a 360-day year consisting of 12 30-day months.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from “Available Tax Increment,” which will mean, on each Payment Date, 90 percent of the Tax Increment attributable to the Development Property and Minimum Improvements (as defined in the Agreement) and paid to the EDA by Washington County, Minnesota in the six months preceding the Payment Date, all as the terms are defined in the Contract for Private Development between the EDA and Owner dated as of _____, 2024 (the “Agreement”). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default by the Owner under the Agreement.

The EDA will have no obligation to pay principal or interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the EDA to pay the entire amount of principal and interest on this Note on any Payment Date will not constitute a default hereunder as long as the EDA pays principal and interest to the extent of Available Tax Increment. If on any Payment Date there is insufficient Available Tax Increment to pay accrued and unpaid interest on this Note on such date, the amount of such deficiency shall be deferred and paid, without interest thereon, on the next Payment Date on which the EDA has Available Tax Increment in excess of the amount necessary to pay the accrued and unpaid interest on this Note on such subsequent Payment Date. The EDA will have no obligation to pay any unpaid balance of principal or interest that may remain after the Final Payment Date of February 1, 2041.

4. Optional Prepayment. The principal sum and accrued interest payable under this Note is pre-payable in whole or in part at any time by the EDA without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Suspension of Payment. At the EDA’s option, the EDA’s obligation to make any payments under this Note will be suspended upon the occurrence of an Event of Default on the part of the Developer as defined in Section 8.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 8.2 of the Agreement. The EDA may also suspend payments under this Note in accordance with Section 6.3 of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of \$1,960,000 issued to aid in financing certain public costs of a Development District undertaken by the EDA pursuant to Minnesota Statutes, Sections 469.090 through 469.108, as amended, and is issued pursuant to an authorizing resolution (the “Resolution”) duly adopted by the EDA on _____, 202__, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the EDA which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the Cottage Grove Economic Development Authority or the City of Cottage Grove. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of and interest on this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the EDA or its municipal advisors in connection with the TIF District or the Agreement are for the benefit of the EDA, and are not intended as representations on which the Owner may rely.

THE EDA MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

8. Registration and Transfer; Assignment. As provided in the Resolution, and subject to certain limitations set forth herein, this Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the EDA kept for that purpose at the principal office of the EDA's Executive Director as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the EDA, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the EDA with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount and interest rate and maturing on the same dates.

This Note may be transferred without the approval of the EDA; provided that this Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the EDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the EDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. This Note may be assigned with the consent of the EDA, which will not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Note, in no event will a lender providing funds to the Developer and taking an assignment of the Note as security for such funds be required to sign an investment letter at either the time of execution of an assignment or transfer of the Note as a result of the assignment.

This Note is subject to the Lookback provisions of section 3.5 of the Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the EDA according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the board of commissioners of the Cottage Grove Economic Development Authority, has caused this Note to be executed with the manual signatures of its President and Executive Director, all as of the Date of Original Issue specified above.

COTTAGE GROVE ECONOMIC
DEVELOPMENT AUTHORITY

President

Executive Director

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the EDA's Executive Director, in the name of the person last listed below.

Date of Registration Registered Owner Signature of Executive Director

Attn: _____
Federal Tax ID # _____

[End of Form of Note]

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note will be issued as a single typewritten note numbered R-1.

The Note will be issuable only in fully registered form. Principal and interest of the Note will be payable by check or draft issued by the Registrar described herein.

3.02. Dates. Principal and interest of the Note will be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

3.03. Registration. The EDA hereby appoints the Executive Director to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the EDA and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at his office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount, interest rate and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the EDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to

the EDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the EDA.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until he is satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for his refusal, in good faith, to make transfers which he, in his judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The EDA and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the EDA upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, interest rate, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the EDA and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled by him and evidence of the cancellation will be given to the EDA. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note will be prepared under the direction of the Executive Director and will be executed on behalf of the EDA by the signatures of its Chair and Executive Director. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by the EDA to the Owner following the delivery of the necessary items delineated in Section 3.3 of the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The EDA hereby pledges to the payment of the principal and interest of the Note all Available Tax Increment as defined in the Note. Available Tax Increment will be applied to payment of accrued interest first, then the principal of the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the EDA will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The EDA irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the EDA's account for the TIF District upon the payment of all principal and interest to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the EDA are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the EDA, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution will be effective upon execution by the President and Executive Director following authorization by the board of commissioners of the Housing and Redevelopment Authority in and for the City of Cottage Grove.

Adopted by the Cottage Grove Economic Development Authority, this ____ day of _____, 202__.

President

Executive Director

**EXHIBIT E TO
CONTRACT FOR PRIVATE DEVELOPMENT
FORM OF INVESTMENT LETTER**

To the Cottage Grove Economic Development Authority (the "EDA")
Attention: Executive Director

Dated: _____, 202__

Re: \$1,960,000 Tax Increment Revenue Note (_____ Project)

The undersigned, as Purchaser of \$1,960,000 in principal amount of the above-captioned Tax Increment Revenue Note (_____ Project) (the "Note"), approved by the Cottage Grove Economic Development Authority on _____, 202__, hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the EDA, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Contract for Private Development by and between the EDA and the Purchaser dated _____, 2024 (the "Agreement").
2. The Note is payable solely from Available Tax Increment pledged to the Note, as defined therein.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.
4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the EDA and the Note has been issued or prepared by the EDA, and that, in due diligence, we have made our own inquiry and analysis with respect to the EDA, the Note and the security therefor, and other material factors affecting the security and payment of the Note.
5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the EDA, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

CT165-59-915978.v4

**EXHIBIT F TO
CONTRACT FOR PRIVATE DEVELOPMENT**

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, dated this ____ day of _____, 202__ (the “Declaration”), by Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware (the “Developer”), is given for the benefit of the Cottage Grove Economic Development Authority, a body corporate and politic under the laws of Minnesota (the “EDA”).

RECITALS

WHEREAS, the EDA and the Developer entered into that certain Contract for Private Development, dated _____, 2024, (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Developer is obligated to cause construction of approximately 144 units of market rate and affordable housing, and all related amenities and improvements (the “Project”) to be located on the property described in Exhibit A attached hereto (the “Development Property”), and to cause compliance with certain affordability covenants described in Section 4.6 of the Agreement; and

WHEREAS, Section 4.6 of the Agreement requires that the Developer cause to be executed an instrument in recordable form substantially reflecting the covenants set forth in that section of the Agreement; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein will be and are covenants running with the Development Property for the term described herein and binding upon all subsequent owners of the Development Property for the term described herein, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) Occupancy and Rental Restrictions. The term of the Occupancy Restrictions set forth in Section 3 of this Declaration will commence on the date the Certificate of Completion is issued for the Minimum Improvements on the Development Property and continue for 26 years thereafter (the “Qualified Project Period”).

(b) Termination of Declaration. This Declaration shall terminate upon expiration of the Qualified Project Period. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, upon completion of the foreclosure and expiration of the applicable mortgagee redemption period, or recording of a deed in lieu of foreclosure, any mortgagee (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to the title to the Development Property, may terminate this Declaration, by providing written notice to the EDA by filing a termination document in the applicable real property records in Washington County, Minnesota and thereafter this Declaration shall be of no further force and effect; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of this Declaration as the result of the foreclosure, or the delivery of a deed in lieu of foreclosure, or a similar event, the Developer or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes. The events set forth in this Section 1(b) are referred to individually and collectively herein as the "Declaration Termination Date." The EDA will terminate the Note if this Declaration is terminated prior to expiration of the Qualified Project Period.

(c) Removal from Real Estate Records. After the Declaration Termination Date of this Declaration, the EDA will, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Washington County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of Rental Housing Units to Qualifying Tenants (as defined in Section 3(a) hereof) will contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(b) hereof); and

(2) Agrees that the family income at the time the lease is executed will be deemed a substantial and material obligation of the lessee's tenancy; that the lessee will comply promptly with all requests for income and other information relevant to determining income status from the Developer or the EDA, and that the lessee's failure or refusal to comply with a request for information with respect thereto will be deemed a violation of a substantial obligation of the lessee's tenancy.

(b) The Developer will permit any duly authorized representative of the EDA at all reasonable times and after reasonable prior notice to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions. The Developer represents, warrants, and covenants that:

(a) Qualifying Tenants and Rent. Throughout the Qualified Project Period, 37 units (25.7 percent) of the Rental Housing Units shall be administered in accordance with 42 USC Section 3607(b) and Minnesota Statutes, Section 363A.21, subdivision 2 and shall be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by Qualifying Tenants. "Qualifying Tenants" means, with respect to eight Rental Housing Units (5.6 percent), those persons and families who are determined from time to time by the Developer to have combined adjusted income that does not exceed 60%, and with respect to an additional 29 Rental Housing Units (20.1 percent), those persons and families who are determined from time to time by the Developer to have combined adjusted income that does not exceed 50% of the median income for the standard metropolitan statistical area which includes Cottage Grove, Minnesota, as that figure is determined and announced from time to time by HUD, as adjusted for family size (the "Median Income") for the applicable calendar year. For purposes of this definition, the occupants of a Rental Housing Unit will not be deemed to be Qualifying Tenants if all the occupants of such Rental Housing Unit at any time are "students," as defined in Section 152(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family is a Qualifying Tenant will be made at the time the tenancy commences and on an ongoing basis thereafter, determined at least annually. If during their tenancy a Qualifying Tenant's income exceeds 140% of the Median Income, the next available Rental Housing Unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Rental Housing Unit will not continue to be treated as a Qualifying Unit.

(b) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant will be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as Exhibit B hereto, or in any other form as may be reasonably approved by the EDA (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies as to having a qualifying low or moderate income. The Qualifying Tenant will be required to provide whatever other information, documents, or certifications are deemed necessary by the EDA to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that the tenant continues to be a Qualifying Tenant within the meaning of Section 3(a) hereof. Eligibility Certifications will be maintained for the duration of the Qualified Project Period on file by the Developer with respect to each Qualifying Tenant who resides in a Rental Housing Unit or resided therein during the Qualified Project Period.

(c) Lease. The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project to any person who is intended to be a Qualifying Tenant will provide for termination of the lease and consent by the person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by the person with respect to the Eligibility Certification.

(d) Annual Report. The Developer covenants and agrees that during the term of this Declaration, it will prepare and submit to the City on or before July 1 of each year of the Qualified Project Period, a certificate substantially in the form of Exhibit C attached hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying

Tenants in the Project, including the number and percentage of the Rental Housing Units of the Project which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing the certificate after due inquiry, all the Rental Housing Units were rented or available for rental on a continuous basis during the year to members of the general public and that the Developer was not otherwise in default under this Declaration during the year.

(e) Notice of Non-Compliance. The Developer will immediately notify the EDA if at any time during the term of this Declaration fewer than 37 of the Rental Housing Units in the Project are occupied or available for occupancy by Qualifying Tenants as required by the terms of this Declaration. The 37 Rental Housing Units reserved for Qualifying Tenants will include 13 one-bedroom units, 13 two-bedroom units and 11 three-bedroom units.

4. Transfer Restrictions. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions provided herein (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the EDA, all duties and obligations of the Developer under this Declaration, including this Section 4, in the event of a subsequent Transfer by the transferee prior to expiration of the Qualified Project Period (the "Assumption Agreement"). The Developer will deliver the Assumption Agreement to the EDA prior to the Transfer.

5. Enforcement.

(a) The Developer will permit, during normal business hours and upon reasonable notice, any duly authorized representative of the EDA to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer will submit any other information, documents or certifications requested by the EDA which the EDA deems reasonably necessary to substantiate the Developer's continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the Project with the housing affordability covenants set forth in Section 4.6 of the Agreement, and by reason thereof, the Developer, in consideration for assistance provided by the EDA under the Agreement that makes possible the construction of the Project on the Development Property, hereby agrees and consents that the EDA will be entitled, for any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer hereby further specifically acknowledges that the EDA cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the EDA may exercise any remedy available to it under Article VIII of the Agreement.

6. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the EDA from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

7. Agent of the City. The EDA will have the right to appoint an agent to carry out any of its duties and obligations hereunder, and will inform the Developer of any agency appointment by written notice.

8. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

9. Notices. All notices to be given pursuant to this Declaration must be in writing and will be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to any other place as a party may from time to time designate in writing. The Developer and the EDA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications are sent. The initial addresses for notices and other communications are as follows:

To the EDA: Cottage Grove Economic Development Authority
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attn: Executive Director

and with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
Attn: Ronald H. Batty

To the Developer: Roers Cottage Grove Apartments LLC
 Two Carlson Parkway #400
 Plymouth, Minnesota 55447
 Attn: Brian Roers and Logan Schmidt

and with a copy to: Winthrop & Weinstine, P.A.
 225 South Sixth Street, Suite 3500
 Minneapolis, Minnesota 55402
 Attn: Joseph Phelps

10. Governing Law. This Declaration is governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

11. Attorneys' Fees. In case any action at law or in equity in which the EDA prevails, including an action for declaratory relief, is brought against the Developer to enforce the provisions of this Declaration, the Developer agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the EDA in connection with the action.

12. Declaration Binding. This Declaration and the covenants contained herein will run with the Development Property and will bind the Developer and its successors and assigns and all subsequent owners of the Development Property or any interest therein, and the benefits will inure to the EDA and its successors and assigns until the Declaration Termination Date of this Declaration as provided in Section 1(b) hereof.

* * * * *

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

ROERS COTTAGE GROVE APARTMENTS LLC,
a limited liability company under the laws of
Delaware

By: Roers Cottage Grove Apartments Manager
LLC, a Minnesota limited liability company
Its: Manager

By: Roers Companies Project Holdings LLC, a
Minnesota limited liability company
Its: Manager

By: _____
Name: Shane E. LaFave
Its: Vice President of Development

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 202__, by Shane E. LaFave, the Vice President of Development of Roers Companies Project Holdings LLC, a Minnesota limited liability company, the Manager of Roers Cottage Grove Apartments Manager LLC, a Minnesota limited liability company, the Manager of Roers Cottage Grove Apartments LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

This Declaration is acknowledged and consented to by:

COTTAGE GROVE ECONOMIC
DEVELOPMENT AUTHORITY

By:
Its: President

By:
Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____, the President of the Cottage Grove Economic Development Authority,
a public body corporate and politic under the laws of Minnesota, on behalf of the EDA.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____, the Executive Director of the Cottage Grove Economic Development
Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the EDA.

Notary Public

Exhibit A to Declaration of Restrictive Covenants

Description

The land subject to the foregoing Restrictive Covenants is legally described as follows:

The Development Property is legally described as follows:

[to be included]

Exhibit B to Declaration of Restrictive Covenants

Certification of Tenant Eligibility

TENANT INCOME CERTIFICATION		Effective Date: _____
Initial Certification ☐ Recertification ☐ Other _____		Move-in Date: _____
		(MM/DD/YY): _____
PART I. DEVELOPMENT DATA		
Property Name: _____ Apartments		County: Washington
Address: _____, Cottage Grove, Minnesota		Unit Number: _____
		BIN #: _____
		# Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION						
HH Br #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/Y Y)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Br #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTAL	\$	\$	\$	\$
Add totals from (A) through (D) above			TOTAL INCOME (E):	\$

PART IV. INCOME FROM ASSETS

HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total			Passbook Rate	
if over \$5,000 \$ _____ x 2.00 %			=	(J) Imputed Income \$
Enter the greater of the total column I, or J: imputed income				TOTAL \$
INCOME FROM ASSETS (K)				
(L) Total Annual Household Income from all sources [Add (E) + (K)]				\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1	\$	Household Meets Income Restriction at:	RECERTIFICATION ONLY: Current Income Limit x 140%
--	---	--	---

Current Income Limit per Family Size:	\$	50%	☐ 60%	☐	\$	
_____			☐ 40%	☐	_____	
Household Income at Move-in		30%	☐ ____%			Household income exceeds 140% at
\$ _____						recertification:
						☐ Yes ☐ No
						Household Size at Move-in:

PART VI. RENT

Not Applicable

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL-TIME STUDENTS?

☐ yes ☐ noIf yes, enter student explanation**
(also attach documentation)Enter
1-4

Student explanation:

1. TANF assistance
2. Job training program
3. Single parent/dependent child
4. Married/joint return*

***Exception for married/joint return is the only exception available for units necessary to qualify tax-exempt bonds.**

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification

a. Tax Credit ☐ b. HOME ☐ c. Tax Exempt ☐ d. AHDP ☐ e. ☐ _____
(Name of Program)

See Part V above.	Income Status	Income Status	Income Status	Income Status
	☐ ≤ 50% AMGI	☐ 50% AMGI	☐ ≤ 50% AMGI	☐ _____
	☐ ≤ 60% AMGI	☐ 60% AMGI	☐ ≤ 80% AMGI	☐ _____
	☐ ≤ 80% AMGI	☐ 80% AMGI	☐ ≤ 0I **	☐ ≤ 0I **
	☐ ≤ 0I **	☐ 0I **		

** Upon recertification, household was determined over income (OI) according to eligibility requirements of the program(s) marked above.

**SIGNATURE OF
OWNER /
REPRESENTATIVE**

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Regulatory Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER / REPRESENTATIVE

DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I – Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the street address.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II – Household Composition

List all occupants of the unit. State each household member's relationship to the head of the household by using one of the following coded definitions:

H	Head of household	S	Spouse
A	Adult co-tenant	O	Other family member
C	Child	F	Foster child
L	Live-in caretaker	N	None of the above

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than seven occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III – Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third-party verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.)
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D) above. Enter this amount.

Part IV – Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).

TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the Greater of the total in Column (I) or (J)

Row (L) Total Annual Household Income from All Sources Add (E) and (K) and
enter the total

Exhibit C to Declaration of Restrictive Covenants

Certificate of Continuing Program Compliance

Date: _____

The following information with respect to the Project located at _____, Cottage Grove, Minnesota (the "Project"), is being provided by _____ (the "Owner") to the Cottage Grove Economic Development Authority (the "EDA"), pursuant to that certain Declaration of Restrictive Covenants, dated the ____ day of _____, 202__ (the "Declaration"), with respect to the Project:

(A) The total number of Rental Housing Units which are available for occupancy is 144. The total number of these units occupied is _____.

(B) The following Rental Housing Units (identified by unit number) are currently occupied by "Qualifying Tenants" as the term is defined in the Declaration (for a total of 37 units):

One bedroom apartment
Two bedroom apartment
Three bedroom apartment

(C) The following Rental Housing Units which are included in (B) above, have been re-designated as Rental Housing Units for Qualifying Tenants since _____, 202__, the date on which the last "Certificate of Continuing Program Compliance" was filed with the EDA by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following Rental Housing Units are considered to be occupied by “Qualifying Tenants”, as the term is defined in the Declaration based on the information set forth below (for a total of at least 37 units):

	Unit Number	Last Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy	Age	Date Vacated and Held for Qualifying Tenants, if Applicable
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								

(E) The Owner has obtained a “Certification of Tenant Eligibility,” in the form provided as Exhibit B to the Declaration, from each Tenant named in (D) above, and each

such Certificate is being maintained by the Owner in its records with respect to the Project. Attached hereto is the most recent "Certification of Tenant Eligibility" for each Tenant named in (D) above who signed such a Certification since _____, 202__, the date on which the last "Certificate of Continuing Program Compliance" was filed with the EDA by the Owner.

(F) In renting the Rental Housing Units in the Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants and persons meeting the minimum age restrictions); and none of the units listed in (D) above has been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the Rental Housing Units in the Project have been rented pursuant to a written lease, and the term of each lease is at least 12 months.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Owner certifies that as of the date hereof at least 37 of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The Project is in continuing compliance with the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner,
on _____, 202__.

By: _____
Its: _____

EXHIBIT G TO CONTRACT FOR PRIVATE DEVELOPMENT

**FORM OF
ASSESSMENT AGREEMENT**

and

ASSESSOR'S CERTIFICATION

By and among

**THE COTTAGE GROVE ECONOMIC
DEVELOPMENT AUTHORITY**

and

ROERS COTTAGE GROVE APARTMENTS LLC

and

COUNTY ASSESSOR FOR WASHINGTON COUNTY, MINNESOTA

This Document was drafted by:

KENNEDY & GRAVEN, Chartered (RHB)
150 South Fifth Street Suite 700
Minneapolis, MN 55402
(612) 337-9300

THIS ASSESSMENT AGREEMENT, dated as of this ____ day of _____, 2024, by and between the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the “EDA”), and Roers Cottage Grove Apartments LLC, a limited liability company under the laws of Delaware (the “Owner”).

WITNESSETH:

WHEREAS, on or before the date hereof, the EDA and the Owner have entered into a Contract for Private Development (the “Agreement”) concerning the property legally described on Exhibit A hereto, (the “Development Property”); and

WHEREAS, pursuant to the Agreement, the Owner will construct a rental housing facility consisting of approximately 144 Rental Housing Units (the “Minimum Improvements”); and

WHEREAS, the EDA and the Owner desires to establish a minimum market value for the Development Property and the Minimum Improvements to be constructed thereon, pursuant to Minnesota Statutes, section 469.177, Subd. 8; and

WHEREAS, the EDA and the County Assessor for Washington County, Minnesota have reviewed the Plans for the Minimum Improvements which the Owner has agreed to construct on the Development Property pursuant to the Agreement.

NOW, THEREFORE, the parties to this Assessment Agreement, in consideration of the promises, covenants and agreements made herein and in the Agreement by each to the other, do hereby agree as follows:

1. The Minimum Market Value for the Development Property with the Minimum Improvements shall be Thirty-Two Million Four Hundred Thousand Dollars (\$32,400,000). The parties agree that this Minimum Market Value shall be placed against the Development Property as of January 2, 2027, for taxes payable beginning in 2028 notwithstanding any failure to start or complete construction of such Minimum Improvements by that date.

2. The Minimum Market Value herein established shall be of no further force and effect and this Assessment Agreement shall terminate on the Termination Date. The Termination Date has the meaning given to it under the Agreement.

3. This Assessment Agreement shall be promptly recorded by the Owner with a copy of Minnesota Statutes, section 469.177, Subd. 8 set forth in Exhibit B hereto. The Owner shall pay all costs of recording this Assessment Agreement.

4. Neither the preambles nor the provisions of this Assessment Agreement are intended to, nor shall they be construed as, modifying the terms of the Agreement. Unless the context indicates clearly to the contrary, the terms used in this Assessment Agreement shall have the same meaning as the terms used in the Agreement.

5. This Assessment Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

6. Each of the parties has authority to enter into this Assessment Agreement and to take all actions required of it and has taken all actions necessary to authorize the execution and delivery of this Assessment Agreement.

7. In the event any provision of this Assessment 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.

8. The parties hereto agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements, amendments and modifications hereto, and such further instruments as may reasonably be required for correcting any inadequate, or incorrect, or amended description of the Development Property, or for carrying out the expressed intention of this Assessment Agreement.

9. Except as provided in Section 8 hereof, this Assessment Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by all parties hereto.

10. This Assessment 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.

11. This Assessment Agreement shall be governed by and construed in accordance with the laws of Minnesota.

COTTAGE GROVE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
_____, President

And by: _____
_____, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 2024, by _____, the President of the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 2024, by _____, the Executive Director of the Cottage Grove Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

Notary Public

ROERS COTTAGE GROVE APARTMENTS LLC,
a limited liability company under the laws of
Delaware

By: Roers Cottage Grove Apartments Manager
LLC, a Minnesota limited liability company
Its: Manager

By: Roers Companies Project Holdings LLC, a
Minnesota limited liability company
Its: Manager

By: _____
Name: Shane E. LaFave
Its: Vice President of Development

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____,
202__, by Shane E. LaFave, the Vice President of Development of Roers Companies Project
Holdings LLC, a Minnesota limited liability company, the Manager of Roers Cottage Grove
Apartments Manager LLC, a Minnesota limited liability company, the Manager of Roers Cottage
Grove Apartments LLC, a Delaware limited liability company, on behalf of the company.

CERTIFICATION BY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certify as follows: The undersigned Assessor being legally responsible for the assessment of the described property, hereby certifies that the market value assigned to such land and improvements at the property, legally described on Exhibit A attached hereto, shall be not less than Thirty-Two Million Four Hundred Thousand Dollars (\$32,400,000) as of January 2nd, 2027, for taxes payable beginning in 2028, until termination of this Agreement.

County Assessor for
Washington County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the County Assessor, Washington County, Minnesota.

Notary Public

**EXHIBIT A
TO ASSESSMENT AGREEMENT**

The Development Property is legally described as follows:

[to be completed]

EXHIBIT B TO ASSESSMENT AGREEMENT

Section 469.177, subd. 8. **Assessment Agreements.** An authority may enter into a written assessment agreement with any person establishing a minimum market value of land, existing improvements, or improvements to be constructed in a district, if the property is owned or will be owned by the person. The minimum market value established by an assessment agreement may be fixed, or increase or decrease in later years from the initial minimum market value. If an agreement is fully executed before July 1 of an assessment year, the market value as provided under the agreement must be used by the county or local assessor as the taxable market value of the property for that assessment. Agreements executed on or after July 1 of an assessment year become effective for assessment purposes in the following assessment year. An assessment agreement terminates on the earliest of the date on which conditions in the assessment agreement for termination are satisfied, the termination date specified in the agreement, or the date when tax increment is no longer paid to the authority under section 469.176, subdivision 1. The assessment agreement shall be presented to the county assessor, or city assessor having the powers of the county assessor, of the jurisdiction in which the tax increment financing district and the property that is the subject of the agreement is located. The assessor shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property, certifies that the market values assigned to the land and improvements are reasonable.

The assessment agreement shall be filed for record and recorded in the office of the county recorder or the registrar of titles of each county where the real estate or any part thereof is situated. After the agreement becomes effective for assessment purposes, the assessor shall value the property under section 273.11, except that the market value assigned shall not be less than the minimum market value established by the assessment agreement. The assessor may assign a market value to the property in excess of the minimum market value established by the assessment agreement. The owner of the property may seek, through the exercise of administrative and legal remedies, a reduction in market value for property tax purposes, but no city assessor, county assessor, county auditor, board of review, board of equalization, commissioner of revenue, or court of this state shall grant a reduction of the market value below the minimum market value established by the assessment agreement during the term of the agreement filed of record regardless of actual market values which may result from incomplete construction of improvements, destruction, or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording an assessment agreement constitutes notice of the agreement to anyone who acquires any interest in the land or improvements that is subject to the assessment agreement, and the agreement is binding upon them.

**EXHIBIT H TO CONTRACT FOR PRIVATE DEVELOPMENT
PROFORMA, LOOKBACK, AND TOTAL DEVELOPMENT COSTS**



**Roers WF Housing
City of Cottage Grove
Total Development Costs
144 Mixed-Income Apts**

USES			
	Amount	% of Cost	Per Unit
ACQUISITION COSTS	1,318,000	3.0%	9,153
Land Cost \$7.80 psf	1,318,000	3.0%	9,153
CONSTRUCTION COSTS	32,274,000	74.0%	224,125
Residential Building	26,316,000	60.3%	182,750
General Requirements	1,836,000	4.2%	12,750
Builder's Overhead	612,000	1.4%	4,250
Builder's Profit	1,836,000	4.2%	12,750
Contractor Fee	144,000	0.3%	1,000
Construction Contingency	1,530,000	5.0%	10,625
PERMITS/FEES	1,433,856	3.3%	9,957
Park Dedication	259,200	0.6%	1,800
Permits/Inspection	480,000	1.1%	3,333
Local SAC/WAC Connection Fees	619,656	1.4%	4,303
Special Inspections	75,000	0.2%	521
PROFESSIONAL SERVICES	1,529,800	3.5%	10,624
Appraisals	40,000	0.1%	278
Architectural & Engineering Fees	821,000	1.9%	5,701
Environmental Assessment Consultant	25,000	0.1%	174
FF&E	288,000	0.7%	2,000
Market Research	5,800	0.0%	40
Soft Cost Contingency	250,000	0.6%	1,736
Survey	25,000	0.1%	174
TIF Lender Counsel	25,000	0.1%	174
City TIF Fees	50,000	0.1%	347
FINANCING COSTS	4,053,119	9.3%	28,147
Construction Period Interest	1,975,296	4.5%	13,717
Const Period Interest TIF Mort	409,497	0.9%	2,844
Inspections - Lenders	30,000	0.1%	208
Insurance - Builder's Risk	535,500	1.2%	3,719
Insurance - Hazard/Liability	125,000	0.3%	868
Lender Legal	75,000	0.2%	521
Loan Origination Fees	245,475	0.6%	1,705
TIF Loan Orig Fee	39,851	0.1%	277
Security Cameras During Const	125,000	0.3%	868
Real Estate Taxes During Construction	100,000	0.2%	694
Title & Recording	267,500	0.6%	1,858
Borrower Counsel - Partnership	100,000	0.2%	694
Loan Costs	25,000	0.1%	174
DEVELOPER FEE	2,586,101	5.9%	17,959
Developer Fee	2,586,101	5.9%	17,959
CASH ACCOUNTS/ESCROWS/RESERVES	414,569	1.0%	2,879
Operating Reserves	270,570	0.6%	1,879
Marketing Reserve	144,000	0.3%	1,000
	43,609,445	100%	302,843

12/5/2023

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Rental Income	3,005,701	3,029,952	3,057,101	3,183,343	3,262,927	3,344,500	3,428,113	3,513,815	3,601,661	3,691,702	3,783,595	3,875,560	4,074,949	4,176,822	4,281,243	4,388,165
Less: 5.0% Stabilized Vacancy	(147,802)	(151,456)	(155,235)	(159,167)	(162,146)	(164,225)	(167,225)	(171,408)	(175,691)	(180,083)	(184,585)	(189,200)	(193,938)	(203,747)	(208,841)	(214,062)
Total Rental Income	2,857,899	2,878,496	2,901,866	3,024,176	3,098,781	3,177,275	3,256,707	3,338,725	3,421,578	3,507,117	3,594,955	3,684,665	3,877,982	3,970,201	4,069,981	4,167,151
Other Residential Income	82,410	80,400	82,410	84,470	86,502	88,747	90,965	93,239	95,570	97,960	100,409	102,919	105,492	108,129	110,832	113,603
Structured Parking	236,160	230,400	236,160	242,064	248,116	254,318	260,676	267,193	273,873	280,720	287,738	294,931	302,305	309,862	317,609	325,549
RUBS	(15,929)	(15,540)	(15,929)	(16,327)	(16,735)	(17,153)	(17,582)	(18,022)	(18,472)	(18,934)	(19,407)	(19,893)	(20,390)	(20,900)	(21,421)	(21,954)
Less: Vacancy	(15,161)	(15,540)	(15,929)	(16,327)	(16,735)	(17,153)	(17,582)	(18,022)	(18,472)	(18,934)	(19,407)	(19,893)	(20,390)	(20,900)	(21,421)	(21,954)
Less: Additional Pre-stabilization Vacancy	(15,161)	(15,540)	(15,929)	(16,327)	(16,735)	(17,153)	(17,582)	(18,022)	(18,472)	(18,934)	(19,407)	(19,893)	(20,390)	(20,900)	(21,421)	(21,954)
Total Other Residential Income	288,058	290,280	302,642	310,208	317,863	325,912	334,060	342,411	350,971	359,746	368,739	377,958	387,407	397,092	407,019	417,195
Effective Gross Income (EGI)	3,145,957	3,168,776	3,204,508	3,334,384	3,416,644	3,503,187	3,590,767	3,680,536	3,772,549	3,866,863	3,963,914	4,062,623	4,262,419	4,367,293	4,478,000	4,594,375
Expenses																
Rental Unit Expenses	547,902	561,800	575,640	590,031	604,782	619,901	635,399	651,284	667,566	684,255	701,361	718,895	736,868	755,290	774,172	793,526
Management Fee 4.0% of EGI	126,849	115,373	130,123	133,376	136,710	140,128	143,631	147,222	150,902	154,675	158,542	162,505	166,568	170,732	175,001	179,376
Property Taxes	17,020	300,000	360,516	354,121	367,762	371,440	375,154	378,906	382,695	386,522	390,391	394,291	398,234	402,216	406,238	410,301
Reserves: 5250 PUPY	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Modified Rental Expense During Stabilization	(157,834)	(157,208)	(157,208)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)	(157,834)
Total Rental Unit Expenses	131,337	385,107	1,102,279	1,173,528	1,145,254	1,117,468	1,100,184	1,213,412	1,237,163	1,261,452	1,286,290	1,311,692	1,337,670	1,364,238	1,391,411	1,419,202
Total Expenses	131,337	385,107	1,102,279	1,173,528	1,145,254	1,117,468	1,100,184	1,213,412	1,237,163	1,261,452	1,286,290	1,311,692	1,337,670	1,364,238	1,391,411	1,419,202
NET OPERATING INCOME	2,714,562	2,783,669	2,102,229	2,160,856	2,271,390	2,385,719	2,490,583	2,475,124	2,535,386	2,645,665	2,777,623	2,950,931	3,134,749	3,303,055	3,486,569	3,675,173
Tax Income Financing Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADJUSTED NET OPERATING INCOME	2,714,562	2,783,669	2,102,229	2,160,856	2,271,390	2,385,719	2,490,583	2,475,124	2,535,386	2,645,665	2,777,623	2,950,931	3,134,749	3,303,055	3,486,569	3,675,173
Yield on Cost Annual Return	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%
Yield on Cost Average Annual Return	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%
Yield on Cost Annual Return (w/o TIF assistance)	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%
Yield on Cost Average Annual Return (w/o TIF assistance)	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%
TIF Note (Net Present Value)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First Half Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Second Half Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Present Value	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEBT COVENANTS																
Debt Service Coverage Ratio	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
Debt Yield	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Interest Rate for Present Value	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Principal Amt. of Original TIF Note	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000
Principal Amount of Lookback TIF Note	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000	\$ 1,580,000
Difference	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573	\$ 386,573
50% Difference	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486
Principal Amount of Lookback TIF Note	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027	\$ 1,591,027
Plus 50% Difference	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486	\$ 184,486
New Principal Amount of TIF Note	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513	\$ 1,775,513